

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 07-175**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE CORPORATION OF THE COUNTY OF PETERBOROUGH**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and The Corporation of the County of Peterborough in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 10<sup>th</sup> day of December, 2007

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

## SCHEDULE "A"

**THIS AGREEMENT** made in duplicate this \_\_\_ day of \_\_\_\_\_ 200\_\_.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "City")

- and -

**THE CORPORTATION OF THE COUNTY OF PETERBOROUGH**  
(the "County")

**WHEREAS** the City and the County each desire to continue to share the provision of Winter Control Service for various sections of road as described herein for a five (5) year term commencing on 1 January 2008;

**AND WHEREAS** the continuation of shared Winter Control Service will permit the City and the County to each maintain continuous routes that will assist both parties to efficiently attain appropriate levels of service;

**AND WHEREAS** the annexation, by the City, of certain lands within the County effective as of 1 January 2008, has resulted in different roads being identified for inclusion in this Winter Control Service agreement;

**AND WHEREAS** the Council for the City of Peterborough approved the recommendations contained in Report USPW07-017;

**AND WHEREAS** the parties have exchanged the sum of One (\$1.00) Dollar, and the receipt and sufficiency which is hereby acknowledged;

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants and agreements herein contained the parties agree as follow:

### **DEFINITION**

**Winter Control Services or the Services** – means the performance of snow plowing and the application of salt and sand on the portions of roads identified herein;

### **TERMS AND CONDITIONS**

1. The City and the County each agree that the 2005 Agreement concerning the provision Winter Control Service (the "Services") shall continue in full force and effect until midnight on 31 December 2007.
2. The City and the County agree as follows:
  - a. The Term of this Agreement shall commence at 12:01 AM on 1 January 2008 and continue until midnight on 31 December 2012;
  - b. Each party shall, at its sole risk and expense, perform the Services on the roads identified herein;
  - c. That the distance of road upon which each party is performing Services for the other is approximately equal and that as a result no payments shall be exchanged for the provision of the Services as described herein;

3. The City shall perform the Services on:
  - a. County Road 12 (Lily Lake Road), easterly from the intersection of County Road 27 (Atkinson Road) to the western limit of the City; and
  - b. County Road 18 (Chemong Road), northerly to its intersection with County Road 19.
4. The County shall perform the Services on:
  - a. Wallace Point Road from the northerly limit of County Road 21 up to and including the intersection of Bensfort Road and Neal Drive;
  - b. Atkinson Road (County Road 27) northerly from the intersection of County Road 3 (Parkhill Road) and Brealy Drive;
  - c. Hilliard Street, from the intersection of Hilliard Street and Cumberland Avenue northerly to the intersection of Hilliard Street and County Road 19;
  - d. Carnegie Avenue, from the intersection of Carnegie Avenue and Cumberland Avenue northerly to the City limit; and
  - e. Airport Road, south from its intersection with Sir Sandford Fleming Drive (County Road 15) to the City limit.
5. The parties agree to perform the Services in accordance with the level of service currently maintained by the party which owns the road and in accordance with all applicable provincial regulations or legislation.
6. The parties further agree to notify the each other of any road maintenance issues which are observed during the performance of the Services.
7. Each party shall be responsible for calling out such third parties as may be required to perform the Services and if such call out is made the party making the call out shall be responsible for the costs of such third party call out.
8. The City and the County shall:
  - a. Indemnify and save harmless the other from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever, including legal expenses, whether direct or indirect, and howsoever styled which the City or the County, its agents, servants or officers, may suffer as a result of the errors, omissions or the negligence of the other party or, its agents, servants or officers, in the performance of the Services.
  - b. In the event of a claim, be responsible for the deductible amounts under their respective policies of insurance.
  - c. Require each third party, hired to perform the Services:
    - i. To indemnify and save harmless the City and the County; and
    - ii. To extend the third party's insurance obligations to protect the City or the County, as the case may be, to the same extent as is provided to the other party in its agreement with the third party.

