

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER 2009-03-011

A By-law to Authorize the Entering into of an Agreement Between the City of Pembroke and the Township of Laurentian Valley to Provide for the Maintenance of Boundary Roads between the municipalities.

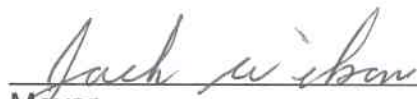
WHEREAS the Council of the Corporation of the Township of Laurentian Valley deems it advisable to enter into an agreement with the City of Pembroke to provide for the maintenance of boundary roads between the municipalities;

NOW THEREFORE the Council of the Corporation of the Township of Laurentian Valley Enacts as Follows:

1. THAT the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute an agreement between the City of Pembroke and the Township of Laurentian Valley, a copy of which agreement is attached hereto and marked as Schedule "A" to this by-law and to affix thereto the Corporate Seal.
2. THIS by-law shall come into force and take effect upon the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS SEVENTEENTH DAY OF MARCH, 2009

READ A THIRD TIME AND PASSED THIS SEVENTEENTH DAY OF MARCH 2009



Mayor



Chief Administrative Officer

THIS ROAD MAINTENANCE AGREEMENT made this 20th day of ~~March~~^{May}, 2009.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF
LAURENTIAN VALLEY**
(hereinafter referred to as "Laurentian Valley")

OF THE FIRST PART

-AND-

THE CORPORATION OF THE CITY OF PEMBROKE
(hereinafter referred to as "City")

OF THE SECOND PART

WHEREAS

- a) Laurentian Valley and the City now have joint jurisdiction over two highways, Elgin Street and Sawmill Road, which form part of the boundary between the said municipalities;
- b) Laurentian Valley and the City wish to allocate to duty to keep the highways in repair, with appropriate provision for indemnification of each other, and to allocate the cost of doing so
- c) This Agreement is made pursuant to section 29.1 of the *Municipal Act, 2001*

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and subject to the adoption of this Agreement by by-law of their respective Councils, the parties agree as follows:

1. DEFINITIONS

In this Agreement:

- a) "Elgin Street" shall be defined as the currently existing Elgin Street location and road structure as per the Plan attached hereto.
- b) "Sawmill Road" shall be defined as the currently existing Sawmill Road location and road structure as per the Plan attached hereto.
- c) "In repair" may include work of both a capital and a non-capital nature
- d) "Maintenance" is work of a non-capital nature, and shall include ongoing maintenance for the highways, including salaries, employee benefits and supplies for such things as plowing, grading, sanding, salting, minor repairs of pot holes, shoulder repairs, regulatory sign maintenance and replacement, roadside grass and weed control, culvert cleaning and minor maintenance, line painting, but shall not include any capital expenditures for resurfacing or reconstructing.

- e) "Capital expenditures" is work of a capital nature, and shall include replacement of road surface, in its entirety or substantially, reconstruction of the road, culvert replacement, ditching, shouldering, dead end barricades, rail maintenance, or any and all such other capital expenditures which are meant to provide for extended duration of the road surface and, including employees, salaries and wages to complete such capital costs and expenditures.

2. INTENT OF AGREEMENT

- a) Laurentian Valley hereby agrees to keep Sawmill Road in repair for its whole width. It further agrees to indemnify the City from any loss or damage arising from any lack of repair. Maintenance will be at the sole expense of Laurentian Valley. Capital expenditures will be cost shared.
- b) The City hereby agrees to keep Elgin Street in repair for its whole width. It further agrees to indemnify Laurentian Valley from any loss or damage arising from any lack of repair. Maintenance will be at the sole expense of the City. Capital expenditures will be cost shared.

3. COST SHARING FOR WORK OF A CAPITAL NATURE

- a) The parties agree that, for the purposes of cost sharing, after capital expenditures have been made by the party having jurisdiction to keep Elgin Street or Sawmill Road in repair, the other party shall pay 50% of the said capital expenditure within thirty (30) days of invoice.
- b) The parties further agree that, prior to the commencement of any capital works, both parties will agree to the works to be completed.
- c) The parties further agree that underground infrastructure repairs and replacement, including associated road work completed by either party, shall be cost shared proportionately to the number of properties serviced by the main(s).

4. TERMINATION OF THE AGREEMENT

- a) The parties hereto agree that this Agreement shall remain in full force and effect for a period of ten (10) years.
- b) After 10 years, and after each renewal, this Agreement shall continue for an additional term of ten (10) years, subject to each party having the right to provide two (2) years notice of termination.

5. ARBITRATION

- a) Any dispute of any nature or kind arising out of this contract shall be resolved by arbitration pursuant to the provisions of the *Arbitrations Act, 1991*

6. AMENDMENT OF AGREEMENT

- a) This Agreement may be amended or altered and such changes shall become effective when reduced to writing and consented to and signed by the parties hereto, and adopted by by-law of their respective Councils.

7. **ASSIGNMENT**

- a) Neither party may assign this Agreement or any of the rights or obligations hereunder, without prior written consent of the other party.

8. **ENTIRE AGREEMENT**

- a) The entire terms of this Agreement are set out above and no verbal representations or agreements shall alter, change or modify the terms and provisions of this Agreement.

9. **GOVERNING LAWS**

- a) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties set their hands the day, month and year first written above.

SIGNED, SEALED AND DELIVERED

In the presence of

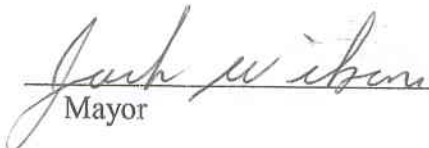
**THE CORPORATION OF THE TOWNSHIP
OF LAURENTIAN VALLEY**




Witness



Witness



Mayor



Chief Administrative Officer

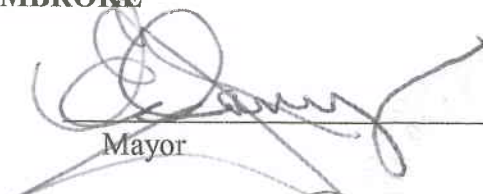
**THE CORPORATION OF THE
CITY OF PEMBROKE**



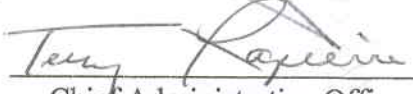
Witness



Witness



Mayor



Chief Administrative Officer