

**THE CORPORATION OF THE  
TOWNSHIP OF WHITEWATER REGION  
BY-LAW NUMBER # 05-10-200**

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A By-Law to Authorize the Corporation of the Township of Whitewater Region to enter into an Agreement with the Township of Laurentian Valley for the maintenance and repair of certain boundary roads.

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**WHEREAS** Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended authorizes a municipality to enter into an agreement with one or more municipalities;


**AND WHEREAS** Section 29.1 (1) and (2) states that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair of that part;

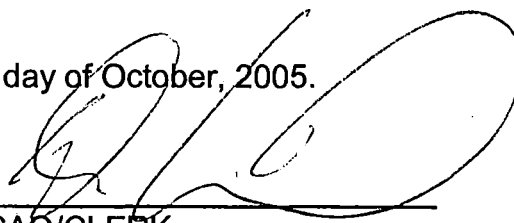
**AND WHEREAS** the Council of the Township of Whitewater Region has reviewed the said agreement and is of the opinion that the said agreement is desirable.

**NOW THEREFORE** the Council of the Township of Whitewater Region enacts as follows:

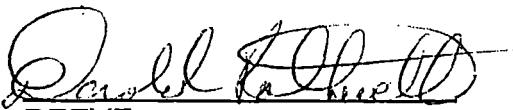
1. That the Reeve and Chief Administrative Officer be, and are hereby authorized and directed to execute the said General Road Maintenance Agreement attached to this By-Law as Schedule "A" on behalf of the Corporation of the Township of Whitewater Region and to affix to it the corporate seal of the Corporation of the Township of Whitewater Region.
2. That Schedule "A" attached hereto shall form a part of this By-Law.
3. This By-Law shall come into force and take effect upon the date of the final passing thereof.

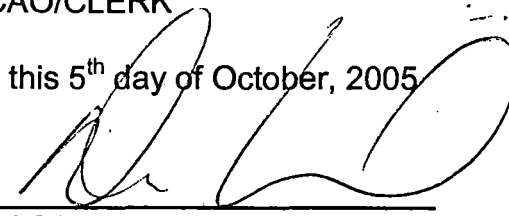
Read a FIRST and SECOND time this 5<sup>th</sup> day of October, 2005.

  
REEVE

  
CAO/CLERK

Read a THIRD time and FINALLY passed this 5<sup>th</sup> day of October, 2005.

  
REEVE

  
CAO/CLERK

# GENERAL ROAD MAINTENANCE AGREEMENT

This agreement is made under the Municipal Act 2001 as amended section 29.1(1) and 29.1(2) between the

PARTY OF THE FIRST PART  
Township of Whitewater Region  
P. O. Box 40, 44 Main Street  
Whitewater, Ontario  
K0J 1K0

AND

PARTY OF THE SECOND PART  
Laurentian Valley Township  
460 Witt Road  
Laurentian Valley, Ontario  
K8A 6W5

It is agreed by the first party to contract with the second party, which shall provide road maintenance services according to the following conditions:

1. Road service shall include but not be limited to the following general activities:

## BRIDGES AND CULVERTS

- (A) Culvert Maintenance

## ROADSIDE MAINTENANCE

- (B1) Grass Mowing & Weed Spraying
- (B2) Brushing, Tree Trimming and Removal
- (B3) Ditching
- (B4) Catch Basins/Gutter Storms
- (B5) Debris & Litter Pickup

## HARDTOP MAINTENANCE

- (C1) Hardpatching & Spray Patching
- (C2) Sweeping
- (C3) Shoulder Maintenance

## LOOSETOP MAINTENANCE

- (D1) Patching & Washouts
- (D2) Grading & Scarifying
- (D3) Dust Layer
- (D4) Prime or Priming

## WINTER CONTROL

- (E1) Snow Plowing & Removal
- (E2) Sanding and Salting
- (E3) Snow Fencing & Culvert Thawing

## SAFETY DEVICES



- (F) Safety Devices and Indicator Signs

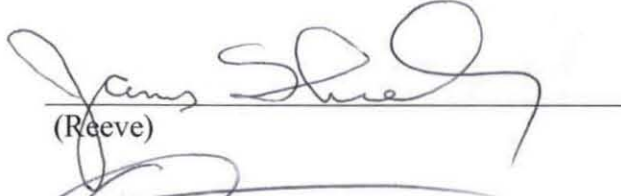
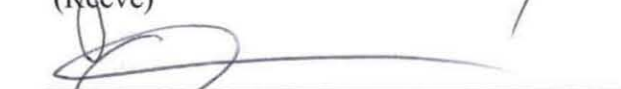
(2)

(2)

- (2) The Minimum Maintenance Standards shall be in accordance with Ontario Regulation 239/02 as amended.
- (3) This agreement does not include the provision of improvements which will upgrade the overall standard of the roadway such as reconstruction, re-alignments, hard-surfacing, continuous pavements, regravelling and structures. Such improvements shall be performed and paid for under mutual agreement.
- (4) Should mutual agreement not be reached under section 3. dispute resolution shall be implemented.
- (5)
- (6) This agreement is based on an annual lump sum contract which shall be Nil
- (7) The legal description of the roadways subject to this agreement are as follows  
Industrial Park Road  
Cemetary Road  
Brazeau Road  
Snake River Line north of Ross Road (including Ross Road/Snake River Line intersection)
- (8) The first party shall not, without prior notification to the second party, enter on the subject roadway to perform operational services.
- (9) The first party shall otherwise exercise all municipal jurisdiction over road-related matters including but not limited to entrance permits, overload enforcement, sign by-laws.
- (10) The undersigned parties hereby agree to abide by the above conditions until notice to withdraw from this agreement is appropriately given by one party to the other with no less than one year's notice.
- (11) This agreement shall be effective from the date of signing.

Signed and sealed this 5<sup>th</sup> day of Oct 2005.

  
\_\_\_\_\_  
(Reeve)  
  
\_\_\_\_\_  
(Clerk)

  
\_\_\_\_\_  
(Reeve)  
  
\_\_\_\_\_  
(Clerk)

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Laurentian Valley, Ontario  
K8A 6W5

AND

PARTY OF THE SECOND PART  
Township of Whitewater Region  
P.O.Box 40, 44 Main Street,  
Whitewater, Ontario. K0J 1K0

It is agreed by the first party to contract with the second party, which shall provide road maintenance services according to the following conditions:

1. Road service shall include but not be limited to the following general activities:

## BRIDGES AND CULVERTS

- (A) Culvert Maintenance

## ROADSIDE MAINTENANCE

- (B1) Grass Mowing & Weed Spraying
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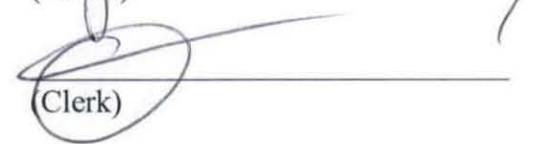
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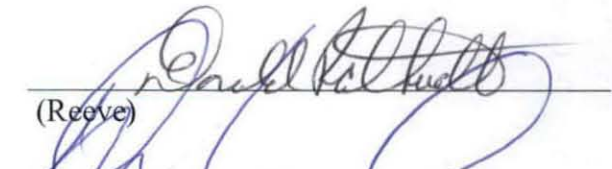
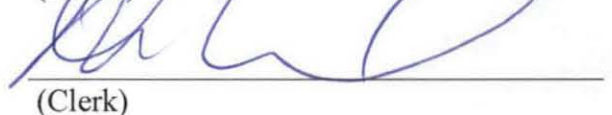
- (F) Safety Devices and Indicator Signs
- (2)

(2)

2. The Minimum Maintenance Standards shall be in accordance with Ontario Regulation 239/02 as amended.
3. This agreement does not include the provision of improvements which will upgrade the overall standard of the roadway such as reconstruction, re-alignments, hard-surfacing, continuous pavements, regravelling and structures. Such improvements shall be performed and paid for under mutual agreement.
4. Should mutual agreement not be reached under section 3. dispute resolution shall be implemented.
- 5.
6. This agreement is based on an annual lump sum contract which shall be Nil
7. The legal description of the roadways subject to this agreement are as follows  
Snake River Line from Ross Road to Stoqua Creek Road (including Stoqua Creek/Snake River Line intersection)
8. The first party shall not, without prior notification to the second party, enter on the subject roadway to perform operational services.
9. The first party shall otherwise exercise all municipal jurisdiction over road-related matters including but not limited to entrance permits, overload enforcement, sign by-laws.
10. The undersigned parties hereby agree to abide by the above conditions until notice to withdraw from this agreement is appropriately given by one party to the other with no less than one year's notice.
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\_\_\_\_\_  
(Reeve)  
  
\_\_\_\_\_  
(Clerk)

  
\_\_\_\_\_  
(Reeve)  
  
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(Clerk)

