

**SOUTHCOTT PINES - ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT made in triplicate this 10 day of Oct, 2000

BETWEEN:

**SOUTHCOTT PINES PARK ASSOCIATION**

hereinafter called the "Association"

OF THE FIRST PART

- AND -

**THE CITY OF LAMBTON SHORES**

hereinafter called the "City"

OF THE SECOND PART

**WHEREAS** the roads within the limits of the City of Lambton Shores in the Southcott Pines subdivision (hereinafter called "the Subdivision") have been dedicated as public roads, and have been accepted and assumed by the City as public roads;

**AND WHEREAS** the Association has requested permission to perform the maintenance of the roads in the Subdivision within the City boundary (hereinafter called the "roads");

**AND WHEREAS** the Council of the City has no objection to this arrangement, on the condition that an agreement is drafted that outlines the duties and responsibilities of each Party;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the sum of TWO (\$2.00) DOLLARS paid by each of the Parties to the other and of other good and valuable considerations, the Parties mutually agree that:

1. The Association and the City will enter into this Agreement for the maintenance and capital works for the roads.
2. This agreement shall remain in effect until such time that section 3 may be acted upon. Either Party proposing changes to the Agreement, shall submit the proposal to the other Party no later than November 1<sup>st</sup> for implementation the following January 1<sup>st</sup>.
3. This Agreement can be cancelled by either Party giving one year's written notice of the intention to cancel the Agreement.
4. Schedules "A" and "B" shall form part of this Agreement.

And further, that singularly, each Party agrees as follows:

4. The Association agrees to:
  - (a) Submit to the City a five (5) year capital budget by September 30th of each year commencing September 30, 2000.
  - (b) Submit to the City an operating budget by December 31st of the preceding year.

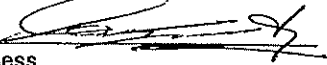
- (c) Submit invoices to the City on a quarterly basis at the end of March, June, September and December for work completed that quarter.
5. If due to adverse conditions, it appears that the operating budget may be exceeded during the year, the Association will immediately notify the City in writing of such overage, and will include an estimate of the overage.
6. If conditions indicate a reduction in the operating/capital budget expenditures, the Association will notify the City in writing, including an estimate of the under expenditure.
7. The Association agrees to maintain the roads in the Subdivision to a minimum of the standards defined in Schedule "A" attached to this Agreement.
8. The Association agrees to take out and keep in force, a comprehensive policy of public liability providing damage insurance acceptable to the City providing insurance coverage in respect of any one accident to the limit of at least TWO MILLION (\$2,000,000.00) DOLLARS exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the City as an additional insured thereunder. The Association shall forward a certified copy of the policy or certificate thereof on request to the City prior to the agreement being signed.
9. If the Association fails or neglects to commence or to execute the work, the City has the option to complete the work, and in such a case, the Association shall have no claim for further payment in respect of work performed by the City.
10. The Association shall ensure that the Association has a current and valid Worker's Compensation number. When an invoice is submitted for payment, a statement shall be submitted from the Worker's Compensation Board that the account is in good standing. It is the Association's responsibility to ensure that anyone working on the roads as a sub-contractor has a valid Worker's Compensation account.
11. The City agrees to:
  - (a) Include the budget as submitted by the Association in the overall City budget deliberations.
  - (b) Pay any quarterly invoices received; by the end of the month following.
  - (c) Review the budget submitted by the Association in the same manner and with the same degree of fairness as any other portion of the City road budget.
  - (d) Carry any overages forward to the next year and treat in the same manner as other road expenditures overages.

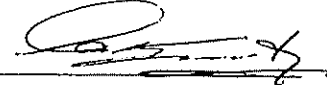
(e) Provide qualified personnel to advise on road matters when requested.

12. The City further agrees to lease to the Association the lands currently used for the encroachments as outlined in Schedule "B" attached concurrent with the term of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED  
in the presence of:

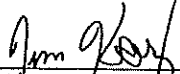
  
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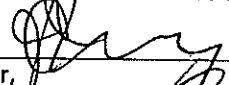
Authorized by TB00-1010-10  
Bylaw \_\_\_\_\_

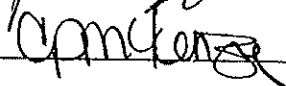
SOUTHCOTT PINES  
PARK ASSOCIATION

  
President, Beverly Broadfoot

  
Director, Jim Karry

THE CITY OF LAMBTON SHORES

  
Mayor,

  
Clerk,

**SCHEDULE "A"**  
**TO ROAD MAINTENANCE AGREEMENT BETWEEN**  
**SOUTHCOTT PINES PARK ASSOCIATION**  
**AND**  
**THE CITY OF LAMBTON SHORES**

**SOUTHCOTT PINES WINTER ROAD MAINTENANCE STANDARD:**

1. All asphalt road surfaces within Southcott Pines to be maintained on a standard comparable to the City as follows:
  - (a) If snow accumulation exceeds 4 cm or 1 1/2 inches, plowing will commence as soon as possible to minimize build up of hard packed slippery conditions.
  - (b) If ice and sleet conditions occur, sand and salt should be applied immediately. Note that the use of sand and salt should be selective to minimize environmental impact and the unnecessary accumulation of road dirt in the spring.
  - (c) The Association's Roads Foreman is to monitor weather conditions during the winter months in an effort to keep response time to a minimum. If a problem exists in maintaining these standards, the Association's Roads Foreman is to contact the Association's Roads Committee and the City immediately so that alternative action can be taken.

SCHEDULE "B"

ENCROACHMENT AGREEMENT

BETWEEN:

**THE CITY OF LAMBTON SHORES**  
hereinafter called the "Lessor"  
OF THE FIRST PART

- and -

**SOUTHCOTT PINES PARK ASSOCIATION**  
hereinafter called the "Lessee"  
OF THE SECOND PART

WHEREAS the Lessee has requested permission from the Lessor to encroach on property owned by the City of Lambton Shores adjacent to the property owned by the Lessee;

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) now paid by the Lessee to the Lessor, the Lessor hereby agrees to lease the lands for encroachments on the following terms and conditions:

1. THAT the encroachments shall include the following:
  - (a) Kiosk on Lakeview Drive;
  - (b) Kiosk on Pines Parkway;
  - (c) Pillars at Shoreline Drive;
  - (d) Pillars at Pines Parkway;
  - (e) Signs as approved by the City; and
  - (f) in (a) and (b) noted above location subject to agreement of both Parties.
2. THAT the encroachments shall comply to all other provisions of the Sign Bylaw of the City.
3. THAT in the event of a road widening project in the said area, the Lessee on 30 days notice shall have the said encroachments removed.
4. THAT in the event all encroachments are removed this Agreement is hereby terminated.

IN WITNESS WHEREOF the Parties have hereunto affixed their signatures and corporate seals attested to by the hands of their proper officers, duly authorized in that behalf.

DATED this 10 day of Oct., 2000

**SOUTHCOTT PINES PARK ASSOCIATION**

  
\_\_\_\_\_  
President, Beverly Broadfoot

  
\_\_\_\_\_  
Director, Jim Kary

**THE CITY OF LAMBTON SHORES**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk