

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF DECEMBER 9, 2014

Item 3, Report No. 41, of the Committee of the Whole, which was adopted without amendment by the Council of the City of Vaughan on December 9, 2014.

**3 SHARED MAINTENANCE OF ROADS AGREEMENT BETWEEN THE TOWNSHIP OF KING
AND THE CITY OF VAUGHAN**

The Committee of the Whole recommends approval of the recommendation contained in the following report of the Commissioner of Public Works, dated December 2, 2014:

Recommendation

The Commissioner of Public Works, in consultation with the Commissioner of Legal & Administrative Services/City Solicitor, recommends:

1. That a By-law be enacted to provide delegated authority to the Commissioner of Public Works, or designate, to enter into, and execute the necessary Shared Maintenance of Roads Agreement with the Township of King, for the City of Vaughan and King Township to share ongoing winter and non-winter road maintenance services on designated road sections intersecting the common municipal boundary, on a revenue neutral basis;
2. That the delegated authority provided to the Commissioner of Public Works, or designate, allow for amendment of the agreement from time to time as circumstances change and operational needs dictate; and,
3. That the delegated authority allow for the Commissioner of Public Works, or designate, to enter into a similar, shared maintenance agreement with the Town of Caledon once the necessary agreements have been prepared.

Contribution to Sustainability

Efficient and effective winter and non-winter road maintenance services contribute positively to the economy vitality and sustainability of both the City of Vaughan and Township of King.

Economic Impact

There is no negative economic impact as a result of the recommendation. The Shared Maintenance of Roads Agreement with King Township in which the City and King Township provide winter and non-winter road maintenance services on designated road sections intersecting the common municipal boundary, provides for a revenue neutral cost sharing arrangement.

Communications Plan

Not applicable.

Purpose

The purpose of this report is to obtain Council approval for delegated authority, allowing the Commissioner of Public Works, or designate, to enter into a Shared Maintenance of Roads Agreement with the Township of King to share ongoing winter and non-winter road maintenance services on designated road sections intersecting the common municipal boundary with King, on a revenue neutral basis.

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EXTRACT FROM COUNCIL MEETING MINUTES OF DECEMBER 9, 2014

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Background - Analysis and Options

The City has been performing winter and non-winter road maintenance on designated road sections intersecting the common municipal boundary with King Township for a number of years

The City has been providing winter and non-winter road maintenance services on designated road sections intersecting the common municipal boundary with King Township, on a revenue neutral cost sharing arrangement, for well over 15 years. The winter and non-winter road maintenance activities performed by the City on the designated sections of roadway are undertaken by Vaughan’s contractors, or City staff, assigned to that geographical area of the municipality.

A draft agreement was drawn up in 1997; however, it was never executed by either party. Notwithstanding that the agreement was never executed, the draft agreement has been the basis for which road maintenance services has been performed since 1997.

Both City staff and King staff now wish to formalize the Shared Maintenance of Roads Agreement process through the signing of a Shared Maintenance of Roads Agreement. The agreement, worked on by both City and King Township staff, has been reviewed by the City’s Legal Services Department. King Township staff intends to bring forward a similar report to their Council recommending the formalization of a Shared Maintenance of Roads Agreement and are eager to finalize the agreement process.

Council approval is required to provide delegated authority to enter into a Shared Maintenance of Roads Agreement

Pending Council approval, the executed Shared Maintenance of Roads Agreement will become the basis for winter and non-winter road maintenance activities carried out by the City and King Township on the designated road sections and shall remain in effect until terminated, or the 2.85kms of shared roadway, noted in the table below, is uploaded or taken over by another municipal entity or higher tier of government. This will streamline the process for future maintenance agreements concerning winter and non-winter road maintenance work on the designated road sections.

The Share Maintenance of Roads Agreement outlines the following road sections to be maintained by the City and Township of King:

#	Segment of Roadway	From	Direction	To	Responsibility	Length of Road
1.	Pine Valley Road, Vaughan (Concession 7, King Township)	King Vaughan Road	northerly	End	King	0.88 Km
2.	Mill Road	King Vaughan Road	northerly	King Vaughan Municipal Boundary	King	0.41 Km
3.	Concession 10	King Vaughan Municipal Boundary	northerly	King Road	Vaughan	1.56 Km

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF DECEMBER 9, 2014

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Delegating authority to enter into and execute such agreements is in accordance with the City's Delegation of Powers and Duties Policy

Council adopted a Delegation of Powers and Duties Policy in 2007, which provides for the delegation to staff of administrative powers for the efficient management of the municipal corporation. Delegating authority to the Commissioner of Public Works, or designate, to execute such agreements, will make the process more efficient in the future, as it will eliminate the need to bring forward a report to Council on this matter in future years. The condition under which the power shall be exercised is the full recovery of costs. This delegation of authority is in compliance with the Delegation of Powers and Duties Policy.

A similar agreement is being prepared with the Town of Caledon concerning the Albion-Vaughan road

Vaughan also has an informal maintenance agreement with the Town of Caledon for the maintenance of the Albion-Vaughan road. Staff is in the process of finalizing a similar, shared maintenance agreement with Caledon. Once completed, it will set out the areas of responsibility for each municipality. By approving the recommendations contained in this report, it will allow for the Commissioner, or designate, to enter into this agreement with the Town of Caledon, without having to come back to Council.

Relationship to Vaughan Vision 2020/Strategic Plan

This report is consistent with the priorities previously set by Council and ties into the following Vaughan Vision 20/20 Goals and Objectives:

Goal: Service Excellence
Objective: Demonstrate Excellence in Service Delivery
Objective: Promote Community Safety, Health & Wellness

Regional Implications

N/A

Conclusion

The formalization of the agreement to provide winter and non-winter road maintenance services on designated road sections, ensures both the City and Township of King have a clear understanding of expectations and obligations. Delegating the authority to the Commissioner of Public Works, or designate, to enter into such an agreement with King Township will expedite the agreement process for providing winter and non-winter maintenance on the designated road sections in future years.

Authorizing the Commissioner of Public Works, or designate, to enter into a similar such agreement with the Town of Caledon at this time, will expedite the process and eliminate the need to bring forth another report in the future.

Attachments

Shared Maintenance of Roads Agreement

Report prepared by:

Brian T. Anthony, Director of Public Works
Jeff Johnston, Manager of Road Operations

(A copy of the attachments referred to in the foregoing have been forwarded to each Member of Council and a copy thereof is also on file in the office of the City Clerk.)

COMMITTEE OF THE WHOLE – DECEMBER 2, 2014

SHARED MAINTENANCE OF ROADS AGREEMENT BETWEEN THE TOWNSHIP OF KING AND THE CITY OF VAUGHAN

Recommendation

The Commissioner of Public Works, in consultation with the Commissioner of Legal & Administrative Services/City Solicitor, recommends:

1. That a By-law be enacted to provide delegated authority to the Commissioner of Public Works, or designate, to enter into, and execute the necessary Shared Maintenance of Roads Agreement with the Township of King, for the City of Vaughan and King Township to share ongoing winter and non-winter road maintenance services on designated road sections intersecting the common municipal boundary, on a revenue neutral basis;
2. That the delegated authority provided to the Commissioner of Public Works, or designate, allow for amendment of the agreement from time to time as circumstances change and operational needs dictate; and,
3. That the delegated authority allow for the Commissioner of Public Works, or designate, to enter into a similar, shared maintenance agreement with the Town of Caledon once the necessary agreements have been prepared.

Contribution to Sustainability

Efficient and effective winter and non-winter road maintenance services contribute positively to the economy vitality and sustainability of both the City of Vaughan and Township of King.

Economic Impact

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Communications Plan

Not applicable.

Purpose

The purpose of this report is to obtain Council approval for delegated authority, allowing the Commissioner of Public Works, or designate, to enter into a Shared Maintenance of Roads Agreement with the Township of King to share ongoing winter and non-winter road maintenance services on designated road sections intersecting the common municipal boundary with King, on a revenue neutral basis.

Background - Analysis and Options

The City has been performing winter and non-winter road maintenance on designated road sections intersecting the common municipal boundary with King Township for a number of years

The City has been providing winter and non-winter road maintenance services on designated road sections intersecting the common municipal boundary with King Township, on a revenue neutral cost sharing arrangement, for well over 15 years. The winter and non-winter road maintenance activities performed by the City on the designated sections of roadway are undertaken by Vaughan's contractors, or City staff, assigned to that geographical area of the municipality.

A draft agreement was drawn up in 1997; however, it was never executed by either party. Notwithstanding that the agreement was never executed, the draft agreement has been the basis for which road maintenance services has been performed since 1997.

Both City staff and King staff now wish to formalize the Shared Maintenance of Roads Agreement process through the signing of a Shared Maintenance of Roads Agreement. The agreement, worked on by both City and King Township staff, has been reviewed by the City's Legal Services Department. King Township staff intends to bring forward a similar report to their Council recommending the formalization of a Shared Maintenance of Roads Agreement and are eager to finalize the agreement process.

Council approval is required to provide delegated authority to enter into a Shared Maintenance of Roads Agreement

Pending Council approval, the executed Shared Maintenance of Roads Agreement will become the basis for winter and non-winter road maintenance activities carried out by the City and King Township on the designated road sections and shall remain in effect until terminated, or the 2.85kms of shared roadway, noted in the table below, is uploaded or taken over by another municipal entity or higher tier of government. This will streamline the process for future maintenance agreements concerning winter and non-winter road maintenance work on the designated road sections.

The Share Maintenance of Roads Agreement outlines the following road sections to be maintained by the City and Township of King:

#	Segment of Roadway	From	Direction	To	Responsibility	Length of Road
1.	Pine Valley Road, Vaughan (Concession 7, King Township)	King Vaughan Road	northerly	End	King	0.88 Km
2.	Mill Road	King Vaughan Road	northerly	King Vaughan Municipal Boundary	King	0.41 Km
3.	Concession 10	King Vaughan Municipal Boundary	northerly	King Road	Vaughan	1.56 Km

Delegating authority to enter into and execute such agreements is in accordance with the City's Delegation of Powers and Duties Policy

Council adopted a Delegation of Powers and Duties Policy in 2007, which provides for the delegation to staff of administrative powers for the efficient management of the municipal corporation. Delegating authority to the Commissioner of Public Works, or designate, to execute such agreements, will make the process more efficient in the future, as it will eliminate the need to bring forward a report to Council on this matter in future years. The condition under which the power shall be exercised is the full recovery of costs. This delegation of authority is in compliance with the Delegation of Powers and Duties Policy.

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Regional Implications

N/A

Conclusion

The formalization of the agreement to provide winter and non-winter road maintenance services on designated road sections, ensures both the City and Township of King have a clear understanding of expectations and obligations. Delegating the authority to the Commissioner of Public Works, or designate, to enter into such an agreement with King Township will expedite the agreement process for providing winter and non-winter maintenance on the designated road sections in future years.

Authorizing the Commissioner of Public Works, or designate, to enter into a similar such agreement with the Town of Caledon at this time, will expedite the process and eliminate the need to bring forth another report in the future.

Attachments

Shared Maintenance of Roads Agreement

Report prepared by:

Brian T. Anthony, Director of Public Works
Jeff Johnston, Manager of Road Operations

Respectfully submitted,

Paul Jankowski
Commissioner of Public Works

Brian T. Anthony, CRS-S, C. Tech
Director of Public Works

SHARED MAINTENANCE OF ROADS AGREEMENT

This Agreement made this _____ day of _____, 2014.

B E T W E E N:

The Corporation of the Township of King

("King")

-and-

The Corporation of the City of Vaughan

("City of Vaughan")

WHEREAS King and the City of Vaughan are adjoining municipalities;

AND WHEREAS by this Agreement, King and the City of Vaughan wish to make provisions for all matters relating to the maintenance, repair and construction and the sharing of costs of such maintenance, repair and construction of certain roadways intersecting the common boundary between the two municipalities.

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

Interpretation

1. In this Agreement where words appear with their first letter capitalized, the words shall have the meanings set out for them in the lettered paragraphs of this section. Otherwise, all words used in this Agreement are intended to have the meaning ordinarily ascribed to them in the English language:
 - (1) "Agreement" means this agreement, including its recitals and any schedules attached hereto, as they may be amended from time to time;
 - (2) "Capital Improvements" means any work that is not the Non-Winter Maintenance or Winter Maintenance required by this Agreement and which materially improves and enhances any part of a Highway;
 - (3) "Claims" include any and all claims, actions, cause of action, complaints, demands, suits or proceedings of any nature or kind in respect of any and all losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, and amounts paid in settlement, whether from a third person or otherwise), the costs or expenses of complying with any environmental laws and any economic losses, consequential, indirect, special and incidental damages resulting from or in any way related to a breach of a term of this Agreement, loss of life, personal injury (including in all cases, personal discomfort and illness), and loss of damage to property;
 - (4) "Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;
 - (5) "Maintenance Regulation" means the Minimum Maintenance Standards for Municipal Highways Regulation, O. Regulation 239/02, as amended and as it exists from time to time, or any successor regulation or statute;
 - (6) "MPMP" means the Municipal Performance Measurement Standards required of municipalities by the Province of Ontario;

- (7) "Non-Winter Maintenance" includes those activities completed in the routine maintenance and repair of the Roadways as identified in the *Minimum Maintenance Standards for Municipal Highways Regulation*, O. Regulation 239/02, as amended ("*Maintenance Regulation*") as it exists from time to time, or any successor regulation or statute, and for greater certainty includes routine patrols of the Roadways, drainage and culvert works, bridge maintenance, sign maintenance, line marking, asphalt patching, pothole repair, grading, gravel resurfacing, dust control and roadside debris cleanup all of which shall be conducted in accordance with the specifications contained in the *Maintenance Regulation* or where the standard or specification is more stringent than that prescribed by the *Maintenance Regulation* and in accordance with and to the standard from time to time prescribed by by-law and policy, as applicable, of King and City of Vaughan, but in no event shall Non-Winter Maintenance include Capital Improvements.
 - (8) "OSIM" means the *Ontario Structure Inspection Manual* published by the Ministry of Transportation, Policy Planning & Standards Division, Engineering Standards Branch, Bridge Office (October 2000), as amended;
 - (9) "Roadway" means that part of the Highway that is improved, designed or ordinarily used for vehicular traffic including the Shoulder, and where a Highway includes two or more separate roadways the term Roadway refers to any one roadway separately and not to all of the roadways collectively;
 - (10) "Shoulder" means the portion of a Highway that provides lateral support to the Roadway and that may accommodate stopped motor vehicles and emergency use;
 - (11) "Structure" means a bridge, culvert, retaining wall or sign support as those terms are defined in the OSIM; and
 - (12) "Winter Maintenance" includes those activities completed in the routine maintenance and repair of the Roadways, as identified in the *Maintenance Regulation*. as it exists from time to time, or any successor regulation or statute and for greater certainty includes sanding, salting, snow plowing, snow removal, routine patrols of the Roadways, replacement of mail boxes and signs damaged or downed due to winter maintenance all in accordance with the *Maintenance Regulation* or where the standard or specification is more stringent than that prescribed by the *Maintenance Regulation* in accordance with and to the standard from time to time prescribed by by-law and policy, as applicable, of King and City of Vaughan, but in no event shall Winter Maintenance include Capital Improvements.
2. All words in this Agreement shall be deemed to include any number or gender as the context requires.
 3. This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of the Province of Ontario.
 4. Article, section, clause and/or paragraph headings are for reference purposes only and shall not be in any way modify or limit the statements contained in the text of this Agreement.

Term

5. The term of this Agreement shall commence on, _____ 2014, and shall remain in effect until terminated, or the 2.85kms of Roadway or parts thereof described in Schedule "A" of this Agreement is uploaded, or taken over by another municipal entity or higher tier of government.

Termination

6. At any time during the course of this Agreement, either party may terminate this Agreement upon one hundred and eighty (180) days prior written notice to the other party.

Non-Winter Maintenance, Winter Maintenance and Associated Costs

7. (1) King shall:
 - (a) carry out and bear the costs of all Maintenance, Non-Winter and Winter in respect of all 1.29kms of Roadway or parts thereof described in Schedule "A" (Segment 1 & 2) of this Agreement; and
 - (b) take after hours calls and dispatch 24 hours a day, 7 days a week in respect of all 1.29kms of Roadway or parts thereof described in Schedule "A" (Segment 1 & 2) of this Agreement upon which King is providing Maintenance and to provide customer service all in accordance with its service standards.
- (2) City of Vaughan shall:
 - (a) carry out and bear the costs of all Maintenance, Non-Winter and Winter in respect of all 1.56kms of Roadway or parts thereof described in Schedule "A" (Segment 3) of this Agreement; and
 - (c) take after hours calls and dispatch 24 hours a day, 7 days a week in respect of all 1.56kms of Roadway or parts thereof described in Schedule "A" (Segment 3) of this Agreement upon which City of Vaughan is providing Maintenance and to provide customer service all in accordance with its service standards.
8. Notwithstanding paragraphs 7(1) and (2) above, King and City of Vaughan acknowledge that costs associated with Winter and Non-Winter Maintenance are considered revenue neutral, however should the actual costs incurred by either party exceed that of the other due to fires, strikes, floods, acts of God or Canada's enemies, lawful acts of public authorities, or delays caused by common carriers, which cannot reasonably be foreseen or provided against, both parties agree there should be equal sharing of costs.

Capital Improvements

9. Both parties concur that this Agreement does not include the provision of Capital Improvements which will upgrade the overall standard of the 2.85kms of Roadway or parts thereof described in Schedule "A" of this Agreement including, but not limited to, reconstruction, realignment, resurfacing and structure replacement. In addition, it is agreed and understood, that both parties will provide two (2) years written notice for any potential capital improvements, which will be subject to the respective Councils written approval prior to implementation.

Routine Maintenance - Structures

10. (1) King shall carry out all biennial Structure inspections as required by regulations under the *Highway Traffic Act* [Section 123(2)] and the *Bridges Act* (Section 2). These inspections shall be carried out in accordance with OSIM on all Structures, situated in or along the 2.85kms of Roadway or parts thereof described in Schedule "A" of this Agreement.
 - (2) The most recent Structure inspection reports will be provided to City of Vaughan within 10 business days upon written request by City of Vaughan.
11. King and City of Vaughan agree that irrespective of the physical location of the Structures, there should be equal sharing of the costs associated with the biennial OSIM inspection of these Structures. Therefore, if there is a variance between the workload of the parties with respect to the number of Structures,

then the party undertaking the greater share of the workload shall invoice the other party on a “per inspection” basis for fifty percent (50%) of the cost of performing each additional inspection. Notwithstanding any provisions to the contrary of any fees and charges by-laws enacted by King or City of Vaughan pursuant to the *Municipal Act, 2001*, fifteen percent (15%) of the fifty percent (50%) cost of performing each additional inspection may be added to said invoice as an administrative overhead charge.

Decisions re Highway

12. The parties agree and acknowledge that section 27(2) of the *Municipal Act, 2001* applies to the Roadways or parts thereof described in Schedule “A” of this Agreement and as such a by-law in respect of these Roadways or parts thereof described in Schedule “A” of this Agreement must be passed by both parties.
13. The parties agree that each party may exercise its statutory authority to set speed limits, establish parking restrictions, and the like for the Roadways or parts thereof described in Schedule “A” of this Agreement, and the other party will take whatever action is necessary to give force and effect to the decision of the other party in a timely manner.
14. The parties agree that no party may make a decision or take any action with respect to the Roadways or parts thereof described in Schedule “A” of this Agreement without obtaining the written consent of the other party.

Indemnification

15. City of Vaughan covenants and agrees that it shall indemnify, defend and save harmless King from any Claims arising out of or in any way related to the obligations of the City of Vaughan to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of King. This indemnity shall survive the early termination or expiry of this Agreement, subject to the *Limitations Act, 2002*, S.O. 2002 c.24.
16. King covenants and agrees that it shall indemnify, defend and save harmless City of Vaughan from any Claims arising out of or in any way related to the obligations of King to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of City of Vaughan. This indemnity shall survive the early termination or expiry of this Agreement, subject to the *Limitations Act, 2002*, S.O. 2002 c.2

Reciprocal Insurance

17. During the term of this Agreement, each party shall at their own respective expense, obtain and maintain in full force and effect, Comprehensive General Liability Insurance naming the other party as an additional insured regarding their respective obligations under the Agreement. Each party shall also maintain Automobile Liability Insurance for owned vehicles and Non-Owned Automobile Liability Insurance for non-owned vehicles as may be used under this Agreement. Each of the coverages shall have limits of not less than Five Million Dollars (\$5,000,000.00), and shall be issued by insurance companies licensed to carry on business in the Province of Ontario.
18. Upon execution of this Agreement, each party shall provide the other party with copies of a certificate of insurance, showing that it has complied with the provisions of paragraph 17 above.

Dispute Resolution

19. If the parties are unable to agree on any matter arising out of this Agreement, or the carrying into effect thereof, such difference shall be determined by arbitration pursuant to the *Municipal Arbitration Act*, R.S.O. 1990, Chapter M.48, as amended, upon an application by either party.

Trees

- 20. Notwithstanding anything to the contrary contained in this Agreement and irrespective of the jurisdictions outlined in this Agreement, City of Vaughan shall be responsible for all planting and clearing of trees on the road allowance or parts thereof described in Schedule “A” (Segment 3) of this Agreement.
- 21. Notwithstanding anything to the contrary contained in this Agreement and irrespective of the jurisdictions outlined in this Agreement, King shall be responsible for all planting and clearing of trees on the road allowance or parts thereof described in Schedule “A” (Segment 1 & 2) of this Agreement.
- 22. Notwithstanding anything contained in this section, in the event that a tree, or any part thereof, located on a segment of Roadway or parts thereof described in Schedule “A” of this Agreement, falls on a segment of Roadway such that the tree is blocking or otherwise causing an obstruction or potential hazard on a that segment Roadway, either party may immediately remove said tree regardless of the jurisdiction it occurs and invoice the other party for said removal. The party performing the removal in accordance with this section shall not be responsible for, or liable for, anything related to said tree and/or its removal simply by virtue of performing said removal.

Emergency Response

- 23. Notwithstanding anything contained in this agreement, in the event that an emergency arises on a segment of Roadway under the jurisdiction of one party, such that a segment of Roadway is blocked or otherwise obstructed creating a potential hazard on a segment of Roadway under the jurisdiction of the other party, either party may immediately take action to remedy the situation and invoice the other party for 50% of all costs incurred. The party performing the emergency response in accordance with this section shall not be responsible for, or liable for, anything related to said response simply by virtue of performing such action.

Default

- 24. Notwithstanding any of the foregoing, in addition to any other remedies available at law or in equity, in the event that one party defaults in the performance of its maintenance obligations under this Agreement, the other party has the option of performing said maintenance to the extent of the deficiency and charging the defaulting party for all costs associated with said performance, including without limitation, all personnel, administrative and/or other related costs thereto.

Notice

- 25. (1) Unless otherwise expressly provided herein, any notice required pursuant to this Agreement shall be deemed to be given if personally delivered; mailed by registered mail, postage prepaid at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise; or sent by facsimile transmission and addressed to the party to whom it is given as follows:

<p>To King:</p> <p>The Corporation of the Township of King 2075 King Road King, ON L7B 1A1</p> <p>Telephone: (905) 833-5321 Fax Number: (905) 833-2300</p> <p><u>Attention:</u> Director of Public Works</p>	<p>To City of Vaughan:</p> <p>The Corporation of the City of Vaughan 2141 Major Mackenzie Drive Maple, ON L6A 1T1</p> <p>Telephone: 905-832-8585 Fax Number: 905-303-2005</p> <p><u>Attention:</u> Director of Roads, Parks & Forestry</p>
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or to such other address or person as either party may notify the other of.

- (2) Any notice shall be deemed to have been given to and received by the party to whom it is addressed if:
- (a) delivered, on the date of delivery;
 - (b) mailed, on the fifth day after the mailing thereof;
 - (c) facsimile transmission before 5:00 P.M., on the date of facsimile transmission;
 - (d) facsimile transmission after 5:00 P.M., on the date following facsimile transmission.

No Partnership

26. Nothing in this Agreement shall constitute a partnership or joint venture between King and City of Vaughan.

Entire Agreement

27. (1) In the event that any term, condition, or provision contained in this Agreement shall be determined by a court of law to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid to the fullest extent permitted by law.
- (2) This Agreement may be changed only by a written amendment signed and sealed by authorized representatives of all parties, or by a court order pursuant to subparagraph (2) hereof.

Binding Effect and Assignment

28. This Agreement shall be binding upon the parties and their respective successors. This Agreement is personal to the parties only and therefore the parties shall not assign or transfer this Agreement in whole or in part.

Available Remedies

29. Nothing contained in this Agreement shall be construed as restricting or preventing either party from relying on any right or remedy available to it at common law or by statute in the event of the breach of any term or condition of this Agreement by either party.

Waiver

30. The failure of either party to insist upon the performance by the other party of any term of this Agreement shall not be construed as a waiver of future performance of any such term. The obligation of the party with respect to such future performance shall continue in full force and effect.

Non-Merger

31. The representations, warranties, covenants and agreements contained in this Agreement or instrument, document or written statement delivered pursuant to this Agreement shall survive and not merge on the termination of this Agreement.

Time of the Essence

32. Time shall be of the essence to this Agreement.

Force Majeure

33. It is agreed by both parties that neither party shall be held responsible for damages caused by the delay or failure of either party to perform its obligations under this Agreement when the delay or failure is due to fires, strikes, floods, acts of God or Canada's enemies, lawful acts of public authorities, or delays caused by common carriers, which cannot reasonably be foreseen or provided against.

IN WITNESS WHEREOF City of Vaughan and King have executed this Agreement by the hands of their signing officers, duly authorized in that regard.

THE CORPORATION OF THE CITY OF
VAUGHAN

Per: _____
Paul Jankowski, Commissioner of Public
Works

I have authority to bind the corporation.

THE CORPORATION OF THE TOWNSHIP OF
KING

Per: _____
_____, Mayor

Per: _____
_____, Clerk

We have authority to bind the corporation.

Schedule "A"

Segments of Roadway Intersecting the Common Boundary between King and City of Vaughan.

#	Segment Roadway	of	From	Direction	To	Responsibility	Length of Road
1.	Pine Valley Road, Vaughan (Concession 7, King Township)		King Vaughan Road	northerly	End	King	0.88 Km
2.	Mill Road		King Vaughan Road	northerly	King Vaughan Municipal Boundary	King	0.41 Km
3.	Concession 10		King Vaughan Municipal Boundary	northerly	King Road	Vaughan	1.56 Km