Between:

The Corporation of the Municipality of Kincardine (Hereinafter called "Kincardine")

Of the First Part

- and -

The Corporation of the County of Bruce (Hereinafter called the "County")

Of the Second Part

The Municipal Act, 2001, S.O. 2001, Chapter 25 empowers Municipalities to enter into agreements relating to highways.

The County and Kincardine wish to install intersection streetlights at the intersection of Bruce Road 20 and Farrell Drive.

The County has a policy entitled 'Intersection Identification Lighting at the Intersection of a Rural County Road and a Municipal Road', revised May 18, 2017 which provides guidance as to the location and options for the installation of intersection identification lighting.

Kincardine and the County wish to identify the responsibilities and costs of each Party concerning the installation of intersection streetlights at the intersection of Bruce Road 20 and Farrell Drive.

In consideration of the mutual terms and covenants hereinafter made and contained, the Parties agree as follows:

Joint Project Responsibility

- 1. The Parties acknowledge that:
 - (a) Bruce Road 20 is under the jurisdiction of the County.
 - (b) Farrell Drive is under the jurisdiction of Kincardine.
 - (c) The work required to install streetlights at the intersection of Bruce Road 20 and Farrell Drive include costs for each party.

The Work

- 2. The work related to the streetlights at the intersection of Bruce Road 20 and Farrell Drive shall be apportioned to each party on a 50/50 basis and based on the awarded quotation figure of approximately \$55,000, which includes \$5,000 for hydro connection.
- 3. The County shall administer and supervise the whole project and will consult and report to Kincardine as required and when requested.

Additional Work

- 4. (a) Work beyond that identified in paragraph 2 shall be considered as 'Additional Work'.
 - (b) 'Additional Work' shall be authorized by the Parties responsible for the payment of the work as per paragraph 2.

The County's Responsibilities

- 5. The County shall request tender submissions or quotations and report to Kincardine.
- 6. The County shall be responsible to coordinate all the work.
- 7. The County shall be responsible to pay for their own legal costs, if any.
- 8. The County shall arrange for and maintain liability insurance, for the joint benefit of the County, with Kincardine named as additional insured as against all claims incurred or suffered in connection with the Work as contemplated by this Agreement, which insurance, at a minimum, shall provide coverage with limits of liability not less than Five Million dollars (\$5,000,000) per incident. The County shall satisfy Kincardine, upon reasonable request, that the premiums of such insurance have been paid and that such insurance is in full force and effect. The County shall give thirty (30) days prior written notice of any

cancellation or material change in policy terms to Kincardine which reduces or affects coverage.

Kincardine Responsibilities

- 9. Kincardine shall be responsible to pay for their respective portion of the work as described in paragraphs 2 and 4 and shall reimburse the County 30 days following receipt of the invoice.
- 10. Kincardine shall be responsible to pay for their own legal costs, if any.
- 11. Kincardine shall arrange for and maintain liability insurance, for the joint benefit of Kincardine, with the County named as additional insured as against all claims incurred or suffered in connection with the Work as contemplated by this Agreement, which insurance, at a minimum, shall provide coverage with limits of liability not less than Five Million dollars (\$5,000,000) per incident. Kincardine shall satisfy the County, upon reasonable request, that the premiums of such insurance have been paid and that such insurance is in full force and effect. Kincardine shall give thirty (30) days prior written notice of any cancellation or material change in policy terms to the County which reduces or affects coverage.

Payments

- 12. Kincardine shall be invoiced for their share of costs 30 days following the County's receipt of the invoice from the contractor.
- 13. It is agreed that employee labour and equipment costs supplied directly by Kincardine, or the County and related to the work will be absorbed by the Party supplying the labour or equipment without payment by the other Parties.
- 14. Each Party will indemnify and save the other harmless from claims arising from the project and related to the work in the same proportion as each party is obligated to pay for their share of the work as provided for in this agreement.

Project Ownership

15. It is agreed that the intersection streetlights at the intersection of Bruce Road 20 and Farrell Drive shall be under the jurisdiction of the County and that the County shall be responsible for the hydro, operating and maintenance costs of the intersection streetlights.

IN WITNESS WHEREOF the Parties have affixed their respective corporate seals and attested to by the signature of the signing officers of Kincardine and the County.

Signed, Sealed and Delivered) The Corporation of the) Municipality of Kincardine
) Per:
) Mayor Anne Eadie
) Per: CAO, Sharon Chambers
) We have authority to bind the) Corporation.)
) The Corporation of the
) County of Bruce
) Per:
) Warden, Mitch Twolan
)) Per:) Clerk, Donna Van Wyck)
) We have authority to bind the) Corporation.