



PUBLIC WORKS COMMITTEE AGENDA

Wednesday, April 23, 2014, 9:00 a.m.
Operation Centre, Primrose

Declarations of Pecuniary Interest by Members

QUESTION PERIOD

Members of the public will be provided an opportunity to ask questions of the Committee during this time. (Limited to 10 minutes).

REPORTS

1. PUBLIC WORKS COMMITTEE – April 23, 2014 – ITEM #1
Arbour Farms Entrance Update

A report from the Director of Public Works dated April 23, 2014 with respect to the Arbour Farms Entrance.

Recommendation:

THAT Report, Arbour Farms Entrance Update – March 2014, from the Director of Public Works and County Engineer, dated April 23, 2014 be received.

2. PUBLIC WORKS COMMITTEE – April 23, 2014 – ITEM #2
Ontario One Call Service Agreement

A report from the Director of Public Works dated April 23, 2014 with respect to the Ontario One Call Service agreement.

Recommendation:

THAT Report, Ontario One Call Service Agreement, from the Director of Public Works and County Engineer, dated April 23rd, 2014 be received.

AND THAT the agreement be approved.

AND THAT the necessary by-law be presented to council.

3. PUBLIC WORKS COMMITTEE – April 23, 2014 – ITEM #3
Public Works Update

A report from the Director of Public Works dated April 23, 2014 to provide the Committee with an update on the progress of Public Works tasks.

Recommendation:

THAT the report from the Director of Public Works dated April 23, 2014 with respect to Public Works Update, be received.

CORRESPONDENCE

4. PUBLIC WORKS COMMITTEE – April 23, 2014 – ITEM #4
Marsville Lions Club – Request for Charity Toll Road

Correspondence from the Marsville Lions Club dated April 16, 2014 requesting permission to have a charity toll road on Dufferin Road 3.

Recommendation:

For consideration of the Committee.

Next Meeting: Wednesday, May 28, 2014
Operations Centre, Primrose



REPORT TO PUBLIC WORKS COMMITTEE

To: Chair McGhee and Members of Committee
From: Scott C. Burns, Director of Public Works & County Engineer
Meeting Date: Wednesday, April 23, 2014
Subject: **Arbour Farms Entrance Update – April 2014**

Purpose

The purpose of this report is to provide Committee and Council with an update on Arbour Farms' proposed site entrance and a related Council motion.

The sole component of the Arbour Farms project under review of the County of Dufferin is the criteria for entrance approval onto County Road 18.

Background and Discussion

At the February 7, 2013 meeting, County Council moved the following motion regarding the proposed site entrance onto County Road 18:

THAT staff be directed to negotiate the final entrance design for Arbour Farms Entrance permit request to include the following outlined in Report PW-2013-02-07 Arbour Farms Entrance, from the Director of Public Works and report back to Council:

North and southbound deceleration/turning lanes
North and southbound truck climbing/acceleration lanes
Adjustment to entrance grade
Appropriate warning signage

Following the above motion, staff met several times over the past year with Arbour Farms representatives to discuss entrance design parameters. Present at each meeting were several Arbour Farms representatives, the Arbour Farms project expert from Intus Road Safety Inc. and a third party peer reviewer from Reed Voorhees and Associates to provide expert review support to the County. Throughout each meeting, discussions on suitable design parameters for a safe and functional entrance progressed. Many design items were discussed, including those listed in the above

motion, and only those considered to provide safety and operational enhancements are incorporated in the final design configuration.

In April 2013, an initial entrance design was submitted to staff (see attached figure). In the opinion of the Arbour Farms team, their road safety expert and the County's peer reviewer, this design was sufficient, offered an adequate level of safety and was suitable for the intended purpose. Staff pursued further discussion on the design.

The April 2013 submission included the following:

1. A northbound right-turn taper – for northbound trucks entering the site.
2. A southbound left-turn slip-around – for southbound trucks entering the site and for traffic to navigate around the entering truck.
3. Appropriately sized and placed TRUCK ENTERING warning signs - erected both north and south of the proposed entrance.
4. A private sign at the entrance - to provide a conspicuous marker for motorists.

Working forward from this initial submission, staff met with the group several more times to pursue safety enhancements beyond those included in the initial submission. These enhancements focused on road safety and operational traffic flow.

As discussions progressed, the Arbour Farms team, their expert and the County's peer reviewer agreed that the inclusion of some additional items will offer road safety and operational enhancements for the design. These enhancements reach beyond what the experts initially considered as sufficient and adequate. Several design submissions followed these discussions.

In March 2014, a subsequent design submission was provided to staff. This design incorporated all enhancements as agreed upon during the above noted meetings.

The revised March 2014 submission includes, but is not limited to the following:

1. A northbound right-turn taper: for northbound trucks entering the site.
2. A northbound acceleration/truck climbing lane: for trucks exiting the site and travelling north on County Road 18.
3. A fully designed, dedicated southbound left-turn lane: for southbound trucks entering the site. A subsequent report from the Arbour Farms expert expressed that they "...are not opposed to replacing the slip around with a left-turn lane, and concur that this would be a *safer* option."
4. A southbound through-traffic lane: for through traffic to by-pass stopped southbound trucks turning left and entering the site, adjacent to the dedicated left-turn lane.
5. Dynamic TRUCK ENTERING signage (active warning system): of appropriate size and located appropriately upon approach to the proposed entrance. Dynamic signs are equipped with flashing lights to notify traffic specifically when a truck is actually exiting the site. These systems includes: detection, warning,

system communication, system monitoring, power, data management, etc. and will activate only when triggered by the weight of a vehicle exiting the site.

6. Other appropriate road signage: these are typical signs for truck entrances.
7. A private sign at the entrance: to provide a conspicuous marker for motorists.

Staff support the principles of the above March 2014 entrance design configuration.

Arbour Farms entrance discussions have been ongoing for several years and from the outset, the primary safety concern related to poor entrance sight-distances. In 2005, the entrance was relocated in an effort to maximize sight-distances. This revised 2005 location has remained as the recommended location throughout much the design/review process. The 2005 location provides sight-distance to the south that exceeds current County Policy, whereas sight-distance to the north from the entrance fell short of the standard. This substandard, northern sight-distance has been staff's primary concern and has been the focus of much of the discussion to date.

During review of the March 2014 design submission, staff requested that the Arbour Farms design team again perform a sight-distance analysis, prior to any approval from the County. The analysis would serve to confirm whether the entrance location is optimal for the current configuration. The analysis indicates that the 2005 entrance point is not the most ideal location as superior sight-distances could be obtained. Arbour Farms' design consultant, MMM, therefore provided staff with a recommendation to shift the entrance location 20 m further south. This new location provides sight-distances that meet or exceed the requirements of the County's Entrance Policy, both north and south of the location.

The County Entrance Policy also specifies a minimum 20 m offset from the adjacent property limit to the centreline of Commercial entrances. By shifting the entrance to achieve appropriate sight-distance requirements, this offset condition is not met as an approximate 17 m offset will be provided. The safety benefits created by shifting the entrance to achieve proper sight-distances are considerable and in this case, no adverse impacts are anticipated by the 3 m encroachment into the 20 m offset.

A revised design, incorporating all aspects of the March 2014 submission, as well as the recommended entrance relocation was submitted to staff in early April 2014 (see attached figure). The County's peer reviewer, the Arbour Farms expert, the Arbour Farms project team and staff agree that the April 2014 design submission offers appropriate levels of road safety and operation. The Arbour Farms application for a site Entrance Permit onto County Road 18 is now complete and will therefore be processed in accordance with the County's Entrance Policy. The Permit will be conditional upon reaching all appropriate agreements and finalized construction details for the project.

The agreements will include the provision of financial support for the County to contract a third-party consultant to assist with developing all appropriate construction agreements, review of final construction drawings, construction site inspection and other necessary tasks to reduce any project related burden on the County.

Following the spring thaw, Arbour Farms will conduct localized detailed topographic survey within the road section to confirm several details of the design, prior to construction. At that time, staff will again analyze the design drawings as a final review, prior to approving the final construction drawings.

In addition to entrance design discussions, a July 11, 2013 County Council motion directed staff to pursue a road upgrade/maintenance agreement with Arbour Farms and reads as follows:

THAT staff be directed to investigate entering into an agreement with Arbour Farms with respect to upgrades and maintenance costs on County Rd. 18.

Staff discussed the above motion with the Arbour Farms team to pursue an agreement, beyond the terms for obtaining an entrance permit. Several scenarios were discussed and the Arbour Farms representatives left the meeting to consider their options. On April 9, 2014 a letter was provided to staff by Arbour Farms (attached) explaining their justification for why they will not be entering into an additional agreement for upgrades and maintenance of County Road 18.

Local Municipal Impact

Additional haul trucks will travel to and from the site during pit operation. The increase could be in the order of approximately 16 loaded and 16 unloaded trucks per hour on County Road 18 within Mulmur and Mono during operation hours.

Financial, Staffing, Legal, or IT Considerations

All new features associated with the design will be performed at the cost of Arbour Farms.

Recommendation

THAT Report, Arbour Farms Entrance Update – March 2014, from the Director of Public Works and County Engineer, dated April 23, 2014 be received.

Respectfully submitted by

Original signed by,

Scott C. Burns, P.Eng., C.E.T.
Director of Public Works & County Engineer



ARBOUR FARMS

245 Carlaw Avenue,
Suite 107
Toronto, Ontario
M4M 2S1
416 466 6678

Mr. Scott Burns., P.Eng., C.E.T.
Director of Public Works and County Engineer
County of Dufferin
55 Zina Street,
Orangeville, ON L9W 1E5

April 9, 2014

Dear Mr. Burns:

Re: Arbour Farms

Thank you for your email which contained the County Council resolution regarding the road issue. The resolution refers specifically to "investigating entering into an agreement...with respect to upgrades and maintenance costs on County Road 18".

Over the past several months the engineers retained by Arbour Farms have been working with you on an entrance design which includes significant improvements to County Road 18 adjacent to the Arbour Farms property and which are estimated to cost in excess of \$900,000. Arbour Farms has agreed to pay for these improvements even though they are well beyond the improvements which Arbour Farms consultants have advised are necessary to accommodate the potential traffic from the proposed pit.

The ongoing maintenance of this arterial road is the responsibility of the County. Arbour Farms will contribute to the cost of maintenance of County Road 18 in two ways. First, Arbour Farms will be paying increased property taxes when the land use changes to a pit. Second, the County and the Township will receive an aggregate levy for every tonne of material that is shipped from the site in accordance with the Provincial legislation. As you may be aware, the Ontario Stone, Sand & Gravel Association, TAPMO (Top Ten Aggregate Municipalities of Ontario) and the Province are in discussions regarding increasing the contributions paid to municipalities and it is expected that there will be a significant increase to these rates in the near future. Property taxes and the aggregate levy are the recognized means of contributing to the cost of maintaining public roads and a separate maintenance agreement is not appropriate.

I trust this addresses the resolution and if you have any further questions, please do not hesitate to contact me.

Yours very truly,

Adam Krehm



REPORT TO PUBLIC WORKS COMMITTEE

To: Chair McGhee and Members of Committee

From: Scott C. Burns, Director of Public Works & County Engineer

Meeting Date: Wednesday, April 23rd, 2014

Subject: **Ontario One Call Service Agreement**

Purpose

The purpose of this report is to advise Committee and Council of the provincially legislated, mandatory membership with Ontario One Call (ON1CALL) and to recommend entering into the associated Ontario One Call Service Agreement and enact the appropriate by-law.

Background and Discussion

Ontario ON1CALL is a service which facilitates the legal obligation that contractors, residents, municipalities and utility companies have to obtain locates prior to any excavation. Requests for locates through ON1CALL can be made free of charge. ON1CALL is a not-for-profit mandatory corporation which exists under the Ontario Underground Notification System Act, 2012.

All owners of underground utilities, including municipalities, are responsible for providing service locates when requested. This includes any storm sewer, sanitary sewer, watermain, fibre-optic, as well as traffic signal and street light electrical wiring. For infrastructure within County Roads, this service is currently provided by County Engineering and Operations staff, also free of charge.

On June 19, 2012, Bill 8, Ontario Underground Infrastructure Notification System Act, 2012 received Royal Assent mandating that, amongst other items, all municipal infrastructure owners register with ON1CALL by June 19, 2014.

The ON1CALL contact centre utilizes a database to determine whether a locate request is applicable to an infrastructure owner and provides the owner with the request. Filters can be developed through ON1CALL to assist in streamlining the process to ensure that only applicable requests are sent to the owner for review. This will increase efficiency and limit the number of non-essential requests that Dufferin County will receive for

review. The process will also help reduce the likelihood of damage to County owned infrastructure and assist in monitoring that contractors requesting locates have all the appropriate County permits for their proposed work.

Moving forward, the County will provide ON1CALL with general mapping of infrastructure and essential contact information. This information will be entered into the ON1CALL database.

Local Municipal Impact

There will be no local municipal impact from the County approving the agreement.

Financial, Staffing, Legal, or IT Considerations

There is no adverse financial impact anticipated for this budget year. In following years, the County will be required to pay fees, per the agreement, for each request facilitated through ON1CALL. It is anticipated that this cost will be in the range of \$500/year.

Recommendation

THAT Report, Ontario One Call Service Agreement, from the Director of Public Works and County Engineer, dated April 23rd, 2014 be received;

AND THAT the agreement be approved;

AND THAT the necessary by-law be presented to council.

Respectfully submitted by

Original signed by,

Scott C. Burns, P.Eng., C.E.T.
Director of Public Works & County Engineer

ONTARIO ONE CALL SERVICE AGREEMENT

This Agreement is dated the ____ day of _____, 201__.

BETWEEN:

NAME OF MUNICIPALITY •

A municipal corporation continued under the *Municipal Act, 2001*
(hereinafter referred to as the "Industry Member")

OF THE FIRST PART

- And -

ONTARIO ONE CALL

a Not-For-Profit Corporation registered in the Province of Ontario

(Hereinafter referred to as "One Call")

OF THE SECOND PART

WHEREAS One Call has established the Call Centre (as hereinafter defined) for the purposes of receipt and transmittal of requests for information concerning the location of the Industry Member's Plant (as hereinafter defined).

AND WHEREAS the Industry Member seeks to receive the Service from the Call Centre as hereinafter defined pursuant to the terms and conditions of this Agreement;

AND WHEREAS the parties hereto wish to establish the terms and conditions upon which One Call will provide the receipt and transmittal services to the Industry Member and the mutual and respective responsibilities of the parties in connection therewith;

THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. General Provisions

1.1 **Definitions** - The following words and phrases have the meaning set forth in this paragraph when they are used in this Agreement:

- (a) "**Call Centre**" means all facilities, equipment, machines, telephone lines, operators, laborers and all other things, assets and resources of One Call necessary or desirable for the purposes of performing the Service;

- (b) "**Excavator**" is to be broadly interpreted and its meaning shall include, but not be limited to, a person, an individual company or corporation, a municipal corporation, trust, government agency or department, Crown corporation, utility, unincorporated association, partnership, limited partnership, or other entity known at law who intends to do or has begun the Proposed Work;
- (c) "**Excavator Locate Request**" means notification by an Excavator of Proposed Work to the Call Centre, to be by way of facsimile, telephone, hand delivery, electronic transmission by computer, or such other means as One Call and the Industry Member may agree upon from time to time;
- (d) "**Industry Member's Plant**" means the Industry Member's underground facilities in existence during the currency of this Agreement;
- (e) "**Industry Member's Service Area**" means that geographical area identified by the Industry Member where it wishes to receive the Service;
- (f) "**Notification of Locate Request**" means the communication to the Industry Member of an Excavator Locate Request received by the Call Centre;
- (g) "**Pricing Structure**" is as set out in Exhibit "B" to this Agreement;
- (h) "**Primary Telephone Number**" means the telephone number designated by One Call from time to time to enable an Excavator to make an Excavator Locate Request by telephone, facsimile or such other means of communication which requires the use of a telephone number;
- (i) "**Proposed Work**" means any actual or intended excavation, demolition, drilling or blasting and includes, without limitation, any disturbance of the surface and/or subsurface of the earth by an Excavator;
- (j) "**Renewal Term**" is as defined in Section 3.1;
- (k) "**Service**" means the Call Centre's receipt, processing and recording of an Excavator Locate Request and communication of a related Notification of Locate Request to the Industry Member for the Industry Member's Service Area;
- (l) "**The Specifications**" means One Call's performance standards and specifications, which shall be delivered by One Call to the Industry Member along with this Agreement; and
- (m) "**Term**" is as defined in Section 3.1.

1.2 **Exhibits and Paramourcy** - Unless the context requires otherwise, references in this Agreement to Sections or Exhibits are to Sections or Exhibits of this Agreement. The Exhibits to this Agreement are Exhibits A, B and C. In the event of any inconsistency between the Sections and the Exhibits to this Agreement, the Sections shall prevail.

2. Scope of this Agreement

- (a) The Call Centre shall be made available by One Call to provide the Service to the Industry Member throughout the Term and the Renewal Term, if any.
- (b) The Call Centre's receipt of an Excavator Locate Request shall enable it to communicate a Notification of Locate Request to the Industry Member to allow the Industry Member to take whatever action is necessary to prevent damage to the Industry Member's Plant.
- (c) The Call Centre shall notify the Industry Member of all Notification of Locate Requests pursuant to the Specifications which Specifications may be amended or changed by One Call as it deems necessary under the circumstances at any time or times, with the Industry Member being notified in writing prior to any such changes.
- (d) The parties understand and agree that the Service is to be performed only by One Call, its agents and successors. This Agreement shall in no way vest the Industry Member with any proprietary interest in the Service, the Primary Telephone Number, or any trade name or trade work or data records or information relating thereto.

3. Term and Option to Renew

- 3.1 The term of this Agreement shall be for the period, commencing on _____, 201_ and terminating on **December 31, 2014** (the Term"). The Industry Member shall have, while not in default of this Agreement, the option to renew this Agreement for a subsequent renewal term of three (3) years (the "Renewal Term") upon the same terms and conditions, save and except for the pricing structure.
- 3.2 This option to renew shall be exercised in writing by the Industry Member to One Call, not less than one (1) month prior to the expiry of the Term. One Call shall advise the Industry Member of the pricing structure for the Renewal Term forthwith upon it being established and in any event not less than two (2) months prior to the expiry of the Term. In the event that the Industry Member does not exercise its option to renew as set forth herein, said option shall be deemed to be null and void and of no further effect.
- 4. **Price** - The Industry Member shall pay for the Service performed in accordance with the Pricing Structure. The Pricing Structure does not quote any harmonized sales tax ("HST") whatsoever, which tax is in addition to the prices due from the Industry Member and shall be shown separately on the invoice to the Industry Member during the Term and Renewal Term, if applicable.
- 5. **One Call Obligation** - One Call agrees to:
 - (a) Provide and maintain, at its expense, the Call Centre, located within the Province of Ontario and operated pursuant to the terms of this Agreement utilizing the Primary Telephone Number;

- (b) Provide a Dictaphone recorder (or equivalent) to record all Excavator Locate Requests. The recording shall identify the date and time of each such recording and tapes of conversations containing Excavator Locate Requests shall be provided upon request of the Industry Member, the Industry Member to pay the cost of producing the tape;
- (c) Retain possession of all original tapes, facsimiles and all other records in its possession or control of Excavator Locate Requests relating to the Industry Member for the lesser of the duration of this Agreement or for the period specified in the Specifications. Said tapes, facsimiles and other records shall remain the property of One Call at all times;
- (d) In the event the testimony or evidence of any of One Call's employees or agents is required by any tribunal, arbitrator, hearing or court of law, compensation for time and expenses of any such witness for their testimony shall be negotiated between One Call and the Industry Member at that time but in any event, shall not be greater than the current rate of remuneration;
- (e) Provide reasonable and adequate security in connection with all information provided to One Call by the Industry Member and all communications from One Call to the Industry Member;
- (f) Ensure that any computer system which it will use to interface or communicate with any of the Industry Member's systems does not contain any pre-programmed devices which could affect the operation and performance of the Industry Member's computer system without the Industry Member's authorization. The foregoing includes, without limiting the generality of the foregoing, devices such as viruses, bugs, "time bombs", "drop dead devices", and "Trojan horses";
- (g) Ensure that any computer system which will interface or communicate with any of the Industry Member's systems will provide sufficient security to prevent any unauthorized access to the Industry Member's system through One Call's computer system; and
- (h) Ensure the Primary Telephone Number shall be a toll-free number.

6. **Industry Member's Obligations** - The Industry Member hereby agrees to:

- (a) Supply and maintain, at Industry Member's sole cost and expense, compatible receiving equipment as specified in the Specifications and to promptly notify One Call of any proposed or actual actions to relocate, move or disconnect any of the Industry Member's receiving equipment;
- (b) Pay the cost of installing communication lines on the Industry Member's premises to ensure supply and maintenance of compatible receiving equipment;
- (c) Pay all costs associated with dedicated communication lines to receive Notifications of Locate Requests if the Industry Member so chooses to install such facility or facilities;

- (d) Make necessary appointments with Excavators for each Notification of Locate Request from the Call Centre within a reasonable period of time following receipt of such Notification of Locate Request (except as required by law or in accordance with the terms of this Agreement);
- (e) Pay the costs set out in the Pricing Structure and other relevant provisions of this Agreement;
- (f) Furnish to the Call Centre the telephone number(s) of the Industry Member's receiving location or locations to direct and verify Notification of Locate Requests to the Industry Member and for verbal transmission in the event of failure of One Call's equipment and the Industry Member hereby agrees to update this information upon One Call's request or when otherwise necessary or appropriate;
- (g) Provide to the Call Centre forthwith upon execution hereof and at all necessary times thereafter, with all necessary Industry Member's Plant location information necessary to complete and maintain One Call's mapping system of the Industry Member's Plant and the Industry Member shall be solely responsible for maintaining such Industry Member's Plant location information;
- (h) Update, when necessary or periodically, any changes to the Industry Member's Service Area;
- (i) Pay for the individual services provided to the Industry Member by One Call, including all taxes and other charges or levies pursuant to Federal, Provincial or Municipal laws or by regulatory authorities in accordance with the terms of this Agreement;
- (j) Pay any other charges (including applicable taxes) incurred by the Industry Member as a result of the Service provided by One Call to such Industry Member in accordance with this Agreement;
- (k) Accept sole responsibility for the accuracy and adequacy of any and all information the Industry Member provides to One Call and/or the Call Centre pursuant to this Agreement;
- (l) Acknowledge that One Call has all right, title or interest and shall not at any time, either directly or indirectly, make any claim that it has any right, title or interest in the Primary Telephone Number;
- (m) In the event of the expiry or termination of this Agreement the Primary Telephone Number shall remain with One Call and the Industry Member hereby acknowledges that both during the Term , the Renewal Term (if any) and thereafter, it shall have no rights whatsoever with respect thereto and this covenant shall survive the expiry or termination of this Agreement; and
- (n) Acknowledge that all information and other data associated with the Service, save and except for the Industry Member's confidential information as set out in Section 10, pursuant to this Agreement shall remain the sole exclusive property of One Call.

7. **Changes in Provision of Service** - The Industry Member may, at any time, without invalidating this Agreement order extra service or make changes to the Service upon receipt of the prior written consent of One Call. Any changes to this Agreement shall be made in writing between the parties and it shall be the responsibility of the Industry Member to obtain prior written authorization from One Call for extra service or changes or alterations to the existing Service.

8. **Assignment** – One Call reserves the right, in its sole discretion and without any prior notice to the Industry Member, to subcontract the entirety or any part or parts of its responsibilities and obligations pursuant to this Agreement provided that any subcontractor or assignee shall be bound by all the obligations under this Agreement.

9. **Billing and Invoices**

9.1 One Call shall invoice the Industry Member for the Service provided during the previous month, on a monthly basis. The Industry Member shall pay the amount set forth in the invoice in full within thirty (30) days from date of receipt of the particular invoice (hereinafter the "invoice period"). If there are corrections or inaccuracies in the invoice, it is the obligation of the Industry Member to contact One Call.

9.2 Interest shall be charged and payable by the Industry Member on all amounts remaining unpaid after the invoice period and interest shall be calculated monthly at the rate of 1.5% per month, which is equivalent to an effective annual rate of 19.56% per annum or maximum permitted by law.

10. **Ethics and Confidentiality**

10.1 Each of the parties agrees that all information obtained as a result of this Agreement relating to the business or affairs of the other party hereto, which at the time is of a confidential nature, whether or not specifically identified as confidential, other than information generally available to the public is strictly confidential and is to be held in strictest confidence, and shall cause its Representatives (as defined below), to hold all confidential information in strictest confidence. "Representatives" with respect to any party means its affiliates and their respective directors, officers, employees, agents and other representatives and advisors.

10.2 Furthermore the parties agree as follows:

- (a) To hold all confidential information as obtained as a result of this Agreement in strict confidence. No party shall disclose any information pertaining to or regarding the other party to any other Industry Member of One Call or third party unless otherwise agreed to in writing by the relevant party or unless compelled to do so by process of law, in which case the party wishing to disclose the confidential information shall notify the party that provided it with the confidential information and permit it the opportunity to prevent or limit such disclosure, or if such information is publicly available or is rightfully obtained by third parties;
- (b) To make no use of any confidential information except as expressly contemplated in this Agreement;

- (c) Upon the expiry or termination of this Agreement, each party shall deliver to the other all information owned by the respective party, including any written materials and any copies of information in the immediate form pertaining or relating to such information;
- (d) One Call shall be entitled to perform statistical analysis of the Industry Member's information in its possession provided that no report, compilation or statistical analysis shall reveal the Industry Member's account or otherwise identify the Industry Member;
- (e) The Industry Member agrees to keep all information relating to the Service, program, any manuals or procedures, or documentation relating thereto strictly confidential unless compelled to do so by process of law in which case the Industry Member shall notify One Call and permit it the opportunity to prevent or limit such disclosure;
- (f) Each party acknowledges and agrees that the breach by it of any of the provisions of this Section 10 would cause serious irreparable harm which could not be adequately compensated for in damages and, in the event of a breach or threatened breach of any such provisions, each party hereby consents to an injunction being issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which any other party may have in the event of such breach; and
- (g) This Section 10 shall survive the expiry or termination of this Agreement.

11. **Personnel** - In the event that One Call's personnel are unable to perform the Service as a result of any job action by the Industry Member's personnel, One Call shall then advise the Industry Member on the nature, form and substance of Service to be provided.

12. **Quality Assurance**

12.1 In the event the Industry Member is in any way dissatisfied with any aspect of the Service, it may make a formal written complaint to One Call, which written complaint shall include the causes of the deficiency or complaint and One Call shall forthwith investigate said complaint and take immediate steps to prevent any recurrence. One Call shall advise the Industry Member upon completion of its internal investigation.

12.2 In the event that either party considers the performance or the obligations of the other hereunder to be unsatisfactory or deficient but not necessarily in default, the complaining party may issue a written complaint to the other party, (the "Receiving Party") setting forth any problems or deficiencies and upon receipt of said complaint, the Receiving Party shall investigate the complaint and take immediate steps to deal with all of the said problems and deficiencies in a commercially reasonable manner to prevent a recurrence.

13. Care of Property

The Industry Member and One Call agree that each shall take proper care of any and all property owned by one party which is, from time to time, in the custody, care or control of the other party and each party shall be responsible for any loss of, or damage to, such property until such time as it is returned to the custody, care or control of its rightful owner.

14. Termination

- (a) The Industry Member, while not in default of any of its payment obligations pursuant to this Agreement, may terminate this Agreement upon delivery of thirty (30) days' prior written notice to One Call.
- (b) In the event either party is deemed to be in default under any of the terms and conditions of this Agreement, including the provisions of Section 15 hereof, then the following provisions shall apply:
 - (i) The party taking the position the other party is deemed to be in default (the "Complaining Party") shall notify the party it deems to be in default (the "Defaulting Party"), in writing, as to the Defaulting Party's default and upon receipt of such notice, the Defaulting Party shall satisfactorily cure said default within ten (10) days of receipt of written notice; and
 - (ii) In the event the Defaulting Party does not satisfactorily cure the default of which it has been notified, then the Complaining Party may, upon delivery of thirty (30) days prior written notice, terminate this Agreement. In the event that the Industry Member is the Defaulting Party, it agrees to be responsible for and it shall pay immediately all outstanding invoices, amounts, surcharges, charges, costs, expenses, fees or taxes due by the Industry Member up to and including the effective date of termination of this Agreement.
- (c) Notwithstanding the receipt by any party of a written notice of termination, the parties agree that the Agreement shall continue and all obligations, rights and responsibilities of each party thereto shall survive intact until the end of the applicable notice period. On the last day of the notice period, the Defaulting Party shall reconcile and pay in full all outstanding invoices, amounts, surcharges, charges, costs, expenses, fees or taxes due to the date of termination, including all invoices issued and due during the applicable notice period and return all confidential information.

15. Deemed Default

The parties hereto shall be deemed in default upon the occurrence of any of the following events (and the termination provisions of Section 14 shall apply):

- (a) If any party becomes insolvent or makes an assignment for the general benefit of creditors;

- (b) Any proceedings are commenced by or against a party under any bankruptcy or insolvency laws for proceedings for the appointment of a custodian, receiver or a receiver-manager or any other official with similar powers for a party, which proceedings are not dismissed or withdrawn within sixty (60) days; or
- (c) If a party ceases to carry on business.

16. Mutual Indemnity

Each of the parties shall fully indemnify and save harmless the other, their shareholders and respective directors, officers and employees in respect of any claim, demand, action, cause of action, loss, liability, damages, cost charge or expense which may be made or brought against the other or which it may suffer or incur or indirectly as a result of, in respective of and arising out of:

- (a) Any incorrectness in or breach of any representation or warranty of the party hereunder;
- (b) Any breach of or any non-fulfillment of any covenant or agreement on the part of the party hereunder; or
- (c) The negligence or willful misconduct of the party, except to the extent of any contributory negligence or willful misconduct of the other party.

17. Proprietary Rights

One Call assumes no liability for infringement of patent or copyright claims based upon: (i) non-One Call supplied equipment into which a computer system is incorporated; (ii) any assembly, circuit, combination, method or process in which any of the computer systems may be used other than those specified by One Call; (iii) any compliance with the Industry Member's detailed specifications against the advice of One Call; or (iv) the modification of any computer system or any part thereof, unless such modification was made or authorized by One Call. One Call represents and warrants that its services and any intellectual property contained herein do not infringe or violate any third party intellectual property rights.

18. Insurance By Industry Member

The Industry Member shall, during the Term and Renewal Term (if any), maintain a policy of comprehensive general liability insurance with a minimum coverage against bodily injury and property damage caused by the negligence of the Industry Member in an amount of not less than two million dollars (\$2,000,000.00) per occurrence. The Industry Member shall, after entering in this Agreement and from time to time thereafter, at One Call's request, furnish forthwith to One Call a Memorandum of Insurance or an Insurance Certificate setting out the terms and conditions of each policy maintained by the Industry Member in order to satisfy the requirements of this section.

Further, One Call shall, during the Term and Renewal Term (if any) maintain Professional Liability Insurance with limits of no less than two million dollars (\$2,000,000.00). When Professional Liability Insurance policies are renewed or replaced, One Call shall make commercially reasonable efforts to cause the policy retroactive date to coincide with, or precede, the commencement date of the Service in connection herewith.

19. Interruption of Service

The Industry Member acknowledges that telephone and facsimile communications may, from time to time, be partially or wholly interrupted or inaccurate as a result of a telecommunication interruption. In that event the parties agree that:

- (a) One Call shall not be required to maintain the Service at levels set forth in the Specifications;
- (b) One Call shall execute measures and practices designed to aid the Industry Member and to provide timely and accurate restoration of the Service; and
- (c) One Call shall not be liable for any loss or damage of any kind whatsoever arising as a result of such telecommunication interruption.

20. Improvements

In order to continuously improve the quality of service to the Industry Member, One Call reserves the right to make changes to the Service and Specifications or any part thereof, including without limitation, changes to rules of operation, accessibility periods, customer identification procedures and types of equipment.

21. Excusable Delays

Except as otherwise expressly provided for in this Agreement, neither of One Call nor the Industry Member shall be responsible for delays or failures to perform resulting from acts beyond its reasonable control. The dates and times for performance (other than for the payment of money) shall, in conformity herewith, be postponed to the extent and for the period of time that One Call or the Industry Member, as the case may be, is prevented from meeting them by reason of the above-mentioned causes.

If a party relies on this Section 21 to excuse its delay or failure to perform any of its obligations under this Agreement, it shall use commercially reasonable efforts to remedy the situation or remove so far as possible with reasonable dispatch the cause of its delay or inability to perform any of its obligations under this Agreement. If a party relies upon this Section 21 to excuse its delay or failure to perform with any of its obligations under this Agreement and such reliance continues for a period of more than one (1) day, or for more than three (3) days in aggregate in any period of one hundred eighty (180) successive days, the other party may terminate this Agreement upon written notice to the defaulting party.

Notwithstanding the foregoing or any other provision in this Agreement, the performance of the parties' respective obligations hereunder shall be subject to force majeure, including, but not limited to, insurrections, riots, wars and warlike operations, explosions, governmental acts, epidemics, failure of contractors and subcontractors to perform, strikes, fires, accidents, acts of any public enemy, inability to obtain required materials, qualified labour or transportation, or any similar occurrence beyond the reasonable control of the party affected ("Force Majeure"). Should either party be temporarily excused from performance hereunder by any such circumstances it shall use its best efforts to avoid, remove or cure such circumstances and shall resume performance with utmost dispatch when such circumstances are removed or cured. Where either the Industry Member or One Call claims Force Majeure as an excuse for delay in performance, that party so claiming Force Majeure shall give prompt written notice thereof to the other party.

22. Limitation of Liability

Except as specifically provided in this Agreement, there are no warranties or conditions, expressed or implied, including but not limited to any implied warranties or conditions as to quality or fitness for a particular purpose, made by One Call with respect to the Service or any other items provided hereunder or any transaction contemplated herein.

The Industry Member acknowledges that One Call does not warrant the accuracy of any information provided by an Excavator, be it contained in any Excavator Locate Request or any other information provided by an Excavator whatsoever and One Call shall not be liable for any loss to the Industry Member as a result of inaccuracies provided by an Excavator in any such information.

One Call shall not be in any manner liable whatsoever to the Industry Member or any party claiming through the Industry Member for any losses, costs or damages due to errors in or failing of mapping software licenses from independent third parties which is used by One Call in the provision of Service under this Agreement.

In no event shall either One Call be liable or the Industry Member have a remedy for the recovery of any special, indirect or consequential damages, even if One Call has been advised of the possibility thereof, including but not limited to, loss of profit, loss of revenue, failure to realize expected savings, other commercial or economic losses of any kind or any damages caused by the Industry Member's failure to meet the Industry Member's responsibilities.

23. Industry Member Assignment

The Industry Member agrees that it may not assign or subcontract in whole or in part any of this Agreement without the prior written consent of One Call, which consent shall not be unreasonably withheld.

24. Survival and Non Merger

Notwithstanding the termination or expiration of this Agreement for any reason whatsoever, including expiry at the end of the Term or Renewal Term, as applicable, those clauses pertaining to price, billing and invoices, insurance, indemnity, ethics, confidentiality and limitation of liability shall forever survive the expiration or termination of this Agreement, in addition to any other clause which survives by operation of law or which expressly or by implication remain in full force and effect on and after the termination or expiration of this Agreement.

25. Time of the Essence

Time is of the essence in any matter relating to the performance of this Agreement.

26. Governing Law

This Agreement shall be governed and interpreted in accordance with the provisions of the laws of the Province of Ontario.

27. Notice

Any notice to the Industry Member shall be given at the address of the Industry Member as shown in Exhibit "A". Any notice to be given to One Call is to be given at its office below, or such other address designated by One Call from time to time.

ONTARIO ONE CALL
806 Gordon St, Suite 201
Guelph ON N1G 1Y7
Fax Number: 519 265 7619

Any notice required under this Agreement shall be given in writing and delivered by registered mail, by facsimile, or by hand delivery to any address of which either party may notify the other in accordance with this paragraph or to any other person or address which either party may designate from time to time. Notice shall be deemed to have been delivered upon the date of personal delivery or of receipt of facsimile or by hand of the same, and on the next business day after mailing by registered mail.

28. Severability and Waiver

In the event that any one or more of the provisions contained in this Agreement shall be held to be unenforceable under the laws in force in the Province of Ontario, such provision(s) shall be deemed not to have been written and shall not affect any other provisions of the Agreement.

The failure of either party to insist upon strict performance of this Agreement, or to exercise any option herein, shall not act as a waiver of any right, proviso or option but the same shall continue to be in full force and effect. No waiver by One Call and/or Industry Member of any breach shall be effective unless expressed in writing.

Exhibit "A"

Address of Industry Member

Corporate Name: _____

Address: _____

City and Postal Code: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Please provide following information for billing (if different than above)

Address: _____

City and Postal Code: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Exhibit “B”

Ontario One Call (ON1Call) fee structure as at May 27, 2013. Please note, HST is additional.

Initial set-up fees:

Include: defining the member’s database information; consulting assistance regarding the appropriate mapping design for the member; creation of the necessary mapping layer(s); system programming; and database validation (with the member). Set-up fees are billed at the end of the first month of service

Standard systems: \$1,000.00, up to a maximum of 2 days’ work; any additional work – if needed – will be charged at the current Mapping consulting/GIS assistance rate (see below).

Smaller systems: \$500.00, up to a maximum of 1 days’ work.

Also included in each year following registration for all systems is additional Mapping consulting/GIS assistance at no extra charge, up to a maximum of 4 hours per calendar year. Any additional work will be charged at the current Mapping consulting/GIS assistance rate (see below).

Notification fees:

<i>Notification type transmitted or “cleared”</i>	<i>Fee</i>
• Standard locate notification	\$1.60
• Alternate Locate Agreement notification	\$1.60
• Suppressed notification	\$1.60
• Geographically cleared request	\$2.10
• System filter cleared request	\$2.10

Options:

• Confirmation phone call, typically used in emergencies	\$2.75
• Analytical reports, per hour; 1 hour minimum	\$55.00
• Mapping consulting/GIS assistance in excess of the standard members’ allowance; per hour.	\$65.00

Special terms for members owning/operating systems in areas with low digging activity:

Member organizations that receive less than 400 billable notifications and/or cleared requests (“clears”) in a calendar year will be rebated the notification costs for that year at the beginning of the next.

If ON1Call has a reasonable expectation that the member will receive substantially less than that number (up to a maximum of 300) in the following year, the member will not be billed during the following year(s).

ON1Call reserves the right to re-institute billing – in any subsequent year – for a member benefiting from this special fee arrangement if local digging activity increases to the point that the member receives >400 locates and/or clears in a calendar year.

Special terms for municipalities:

These terms refer specifically to costs that would apply only to the following services supplied by the infrastructure owner:

- Water distribution
- Sewer lines
- Street lighting
- Traffic control systems and other signaling
- Internal communication lines used only for and by the municipality

Definition:

ON1Call views the following types of organization as Municipalities for the purposes of these special terms:

- Incorporated municipalities
- Boards, agencies, and commissions established by the municipality and referenced in the Municipal Acts of Ontario.
- Local service boards providing services to (unincorporated) areas
- Business Improvement Areas

Note: Business Improvement Associations are not considered as municipalities by ON1Call for the purpose of these special terms

Forgiveness of fees:

ON1Call will not charge qualifying municipalities either set-up fees or notification fees until January 1, 2015, subject only to:

1. The initial set-up work being accomplished within the 1-day or 2-day period for which the municipality qualifies (please see the note in this schedule regarding what is included in **Initial set-up fees**). Additional work will be charged at the current rate.
2. Any additional reports the member requires will be charged at the reporting rate shown above.

The fees to be charged to municipal members after January 2015 will be the standard fees for all members in force at that time. For budgetary purposes today, municipalities are advised to use the fees shown in this document as a guide to their likely 2015 ON1Call costs.

Early registration incentive:

To enable ON1Call to better manage the intake of new registrants over the next year, ON1Call will forgive the monthly notification fees after January 2015 for any municipality that is **initially** registered with ON1Call before December 18, 2013. The incentive continues, with decreasing future credit, for new first-time municipal registrations between December 18, 2013 and June 18, 2014.

“Registered” above means: all mapping and other subscription data is programmed into the ON1Call system, ON1Call has received the municipality’s signed copy of the ON1Call Standard Agreement, and a date for service commencement has been defined and agreed.

The forgiveness period will run from January 1, 2015 for each full month prior to June 18, 2014 that the Municipality was registered.

Example: Registration is completed September 30, 2013 (the municipality will qualify for the maximum of 6 months credit; the municipality will not be billed notification fees until July 1, 2015.

Note: the Board of ON1Call reserves the right to amend the fee structure of the corporation, from time to time, so as to ensure the corporation is able to discharge its obligations under the *Ontario Underground Infrastructure Notification System Act 2012*.

Schedule B to the SA May 23, 2013 v4.docx

Exhibit "C"

Industry Member's Non-Disclosure Agreement

(See attached)

Required – Attached

Not Required



REPORT TO PUBLIC WORKS COMMITTEE

To: Chair McGhee and Members of Public Works Committee
From: Scott C. Burns, Director of Public Works & County Engineer
Meeting Date: Wednesday, April 23, 2014
Subject: **Public Works Update – April 2014**

Purpose

The purpose of this report is to provide Committee and Council with a general update on progress of several Public Works tasks.

Background & Discussion

The table below provides an update on the status of several activities currently underway in Public works:

No.	Task	Location/Details	Progress
1	Operations	Dufferin County Roads	<ul style="list-style-type: none">Operations staff continue to address issues related to washouts and drainage along County Road ditches.
2	Capital Road Projects	Dufferin County Roads	<ul style="list-style-type: none">Staff are reviewing past geotech. reports and consulting with report authors in an effort to fine-tune road reconstruction strategies in an effort to maximize the lane kilometers for rehabilitation in 2014.
3	Flashing Light	Intersection of CR 16, 5 SR & Mono-Amaranth Townline	<ul style="list-style-type: none">As noted in a previous report, the concrete base has been installed. Further installation should continue within a month as weather permits.
4	Road Signs	County Roads	<ul style="list-style-type: none">Staff performed a review of winter sign damage and will be repairing/replacing approximately 140 signs within the next weeks.

Local Municipal Impact

No immediate local impact.

Financial, Staffing, Legal, or IT Considerations

There are no additional financial impacts as funds for the above tasks are provided by the Budget.

Recommendation

***THAT** Report, Public Works Update, from the Director of Public Works & County Engineer, dated April 23, 2014 be received.*

Respectfully Submitted By:

Original signed by,

Scott Burns, P.Eng., C.E.T.
Director of Public Works
& County Engineer

RECEIVED
APR 17 2014
PUBLIC WORKS

Marsville Lions Club
191480 13th Line
East Garafraxa, ON
L9W 7B5

March 20, 2014

Public Works Committee
Dufferin County

To whom it may concern:

We, the Marsville Lions Club, would like to formally request the event of an Annual "Toll Road" on Dufferin Road #3 in the hamlet of Marsville.

The Marsville Lions Club has successfully held a Toll Road through Marsville last year. We find that an annual Toll Road is a great way to raise funds for community objectives and Lions programs. We would like to request again a 4 hour traffic stoppage at the corner of Dufferin Rd #3 and the 13th line of East Garafraxa. We are hoping to hold our Toll Road Event on the Labour Day weekend in September

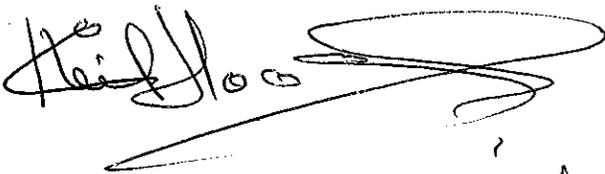
The Marsville Lions have looked at safety measures, and have secured use of pylons and safety vests for the event. We have also decided to give out cards to those who have donated to expedite their return trip through the area. We are willing to take suggestions to make our site safe for the Lions and for the public driving through.

Thank you for considering our request. We appreciate the time it takes to deliberate and come to a decision regarding this matter.

Best Regards:

Neil Hoogendoorn

President Marsville Lions Club

A handwritten signature in black ink, appearing to read "Neil Hoogendoorn", with a large, sweeping flourish underneath.