



INFRASTRUCTURE & ENVIRONMENTAL SERVICES COMMITTEE AGENDA

Thursday, March 28, 2019 at 1:00 p.m.

55 Zina Street, Orangeville – Sutton Room (2nd Floor)

Declarations of Pecuniary Interest by Members

PUBLIC 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. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 28, 2019 – ITEM #1**
Dufferin/Peel Boundary Road Agreement

A report from the Director of Public Works/County Engineer, dated March 28, 2019, to renew a boundary road agreement between Dufferin County and Peel Region.

Recommendation:

THAT Report, Dufferin/Peel Boundary Road Agreement, from the Director of Public Works/County Engineer, dated March 28, 2019, be received;

AND THAT the boundary road agreement between Dufferin County and Peel Region be approved;

AND THAT the necessary by-law be presented to County Council.

2. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 28, 2019 – ITEM #2**
2017 Waste Diversion Rate – Datacall Results

A report from the Director of Public Works/County Engineer, dated March 28, 2019, to update Committee and Council on Dufferin County's 2017 Resource Productivity and Recovery Authority (formerly Waste Diversion Ontario) Datacall results for the fifth year of the program.

Recommendation:

THAT Report, 2017 Waste Diversion Rate - Datacall Results, from the Director of Public Works/County Engineer, dated March 28, 2019, be received.

3. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 28, 2019 – ITEM #3**
Capital Project Update – March 2019

A report from the Director of Public Works/County Engineer, dated March 28, 2019, to provide Committee and Council with an update regarding the 2019 Public Works - Transportation Capital Projects.

Recommendation:

THAT Report, Capital Project Update – March 2019, from the Director of Public Works/County Engineer, dated March 28, 2019, be received.

CORRESPONDENCE

4. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 28, 2019 – ITEM #4**
Township of Amaranth Resolution

A resolution from the Township of Amaranth, dated March 21, 2019, requesting the County of Dufferin implement a four way stop sign at the intersection of Dufferin Road 11/30 Sideroad and 2nd Line, Amaranth.

Recommendation:

For consideration of the Committee.

Next Meeting

April 25, 2019 at 1:00 p.m.
55 Zina St, Orangeville – Sutton Room (2nd Floor)



REPORT TO COMMITTEE

To: Chair Currie and Members of Infrastructure and Environmental Services Committee

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

Meeting Date: March 28, 2019

Subject: Dufferin/Peel Boundary Road Agreement

In Support of Strategic Plan Priorities and Objectives:

Service Excellence: 4.0

Purpose

The purpose of this report is to renew a boundary road agreement between Dufferin County and Peel Region.

Background & Discussion

Dufferin County and Peel Region have historically held a maintenance agreement for the shared boundary roads between the two municipalities. These roads include sections of Dufferin Road 23 and Peel Region Road 136. Based on a review of jurisdictional limits, the agreement now also includes a small section of Dufferin Road 18/Regional Road 7. The attached map illustrates the road sections. Under the terms of the agreement, Dufferin County is responsible for both maintenance and construction related to the townline portion of Dufferin Road 23, and maintenance only related to the small southern section of Dufferin Road 18/Regional Road 7. Peel Region is responsible for both maintenance and construction for the townline portion of Regional Road 136. The agreement also defines cost sharing between both parties in order to distribute costs fairly.

The former agreement has expired and therefore staff seek approval to renew.

Financial, Staffing, Legal and IT Considerations

Costs associated with the agreement are and will continue to be included within the County Budget. Where any Capital work is proposed, the agreement understands that respective Council approval may be required through the budget process.

Each Municipality at its own expense maintains liability insurance during the term of the agreement.

Strategic Direction and County of Dufferin Principles

Working with neighbouring municipalities to jointly administer services in an efficient and effective manner that is mutually beneficial supports the strategic objective of service excellence to the public. The Dufferin County principles are adhered to as follows:

1. We Manage Change – collaboratively working with neighbours to improve relationships and services;
2. We Deliver Quality Service – ensuring that maintenance activities meet necessary standards and are administered in a practical, cost effective manner;
3. We Communicate – by sharing timely and accurate project updates through Council;
4. We Make Good Decisions – making informed and thoughtful decisions that provided for high quality and dependable service to the motoring public.

Recommendation

THAT Report, Dufferin/Peel Boundary Road Agreement, from the Director of Public Works/County Engineer, dated March 28, 2019, be received;

AND THAT the boundary road agreement between Dufferin County and Peel Region be approved;

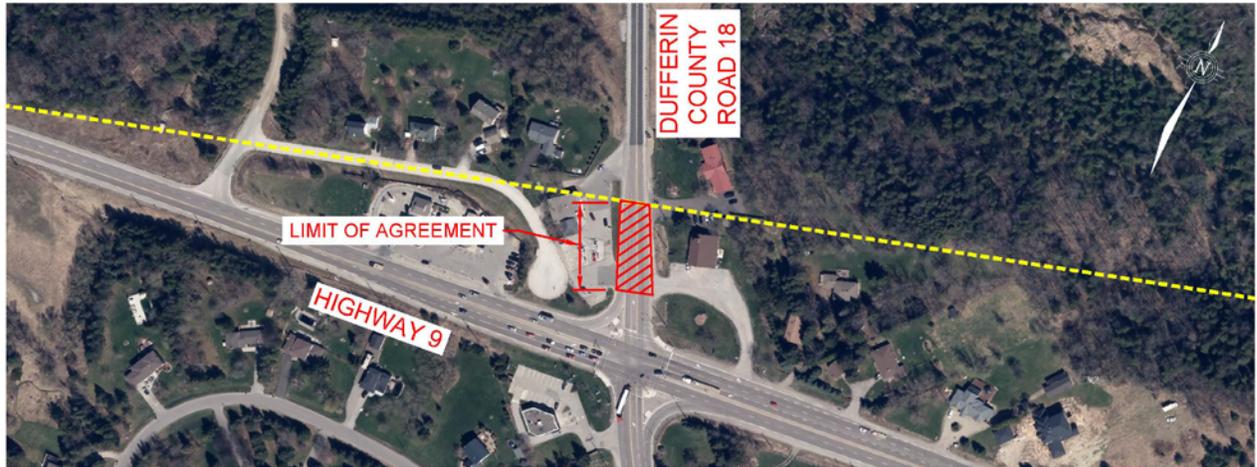
AND THAT the necessary by-law be presented to County Council.

Respectfully Submitted By:

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

DUFFERIN COUNTY ROAD 18 (AIRPORT ROAD)

SCALE: 1:4,000



DUFFERIN COUNTY ROAD 23

SCALE: 1:7,500



LEGEND:	
	MUNICIPAL BOUNDARY LIMIT



ADDRESS: 55 ZINA ST., ORANGEVILLE, ON. L9W 1E5
 TEL. NO.: (519)-941-2816 X 2600

REV.	DATE	DESCRIPTION	BY

DRAWN BY: B.G.	DATE 03/20/2019
DESIGNED BY:	DATE
CHECKED BY: S.B.	DATE 03/20/2019
APPROVED BY:	DATE

DRAWING TITLE:
**COUNTY OF DUFFERIN -
 REGION OF PEEL ROAD
 AGREEMENT**

DWG 1 OF 1

SCALE AS SHOWN DRAWING NO. 1

THIS BOUNDARY ROAD AGREEMENT (the “**Agreement**”) dated March 12, 2019

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN

(“**Dufferin**”)

and

THE REGIONAL MUNICIPALITY OF PEEL

(“**Peel**”)

RECITALS:

- A. Peel and Dufferin are adjoining municipalities.
- B. The boundary line between Peel and Dufferin is a boundary road pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25 (the “**Act**”), as amended from time to time.
- C. The parties entered into an Inter-Municipal Agreement dated July 10th, 2003, with The Corporation of the Town of Caledon (“**Caledon**”) and The Corporation of the Town of Orangeville (“**Orangeville**”), whereby Peel provided consent for Dufferin to construct, operate, improve, and maintain Riddell Road/County Road 109 at Road 23 pursuant to Dufferin By-Law 2003-25 (the “**Inter-Municipal Agreement**”);
- D. Section 29.1(2) of the Act provides that if municipalities enter into an agreement for the repair of a highway forming a boundary line, each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.
- E. The highway between Peel and Dufferin from the intersection of the boundary road between the Town of Orangeville and the Township of East Garafraxa (the “**B**” Line) to the boundary of the Town of Orangeville is a highway forming part of the boundary line between Peel and Dufferin.
- F. Dufferin has agreed to maintain and repair that part of Road 23 that forms the boundary between Peel and Dufferin as shown on Schedule A of this Agreement, and that portion of Airport Road (Regional Road 7) between the North limit of Highway 9 intersection northerly to the Peel/Dufferin Boundary line as shown as the “**Limit of Agreement**” on Schedule B of this Agreement.
- G. Peel has agreed to maintain and repair that part of Road 136 that forms the boundary between Peel and Dufferin as shown on Schedule A of this Agreement.

- H. Peel and Dufferin wish to enter into an agreement to outline the parties' respective obligations, in accordance with Section 29.1(2) of the Act.

The parties agree that:

1. **DEFINITIONS**

- 1.1 For the purposes of this Agreement, the following definitions apply:

"Capital Cost" means the total capital cost of a Project, including but not limited to:

- (a) design costs;
- (b) construction costs;
- (c) the cost to relocate utilities; and
- (d) the cost to:
 - a. acquire any interest; or
 - b. expropriate any interest;

in Lands and includes survey and appraisal costs and any compensation paid to acquire any interest in Lands or settle the expropriation of the Lands, but does not include the cost of the parties' respective external counsel as set out in Section 7.11 and Section 7.12 or the EA Costs as defined in Section 9.5;

"Development Application" means an application for approval with respect to land or buildings and includes:

- (a) the passing of a zoning bylaw or an amendment to a zoning bylaw under Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 (the "**Planning Act**"), as amended from time to time;
- (b) the approval of a site plan under Section 41 of the *Planning Act*;
- (c) the approval of a minor variance under section 45 of the *Planning Act* involving a change in use, intensification of use or expansion of use;
- (d) a conveyance of land to which a bylaw passed under Section 50(7) of the *Planning Act* applies;
- (e) the approval of a Plan of Subdivision under Section 51 of the *Planning Act*;
- (f) a consent under Section 53 of the *Planning Act*;

- (g) a validation of title under Section 57 of the *Planning Act*;
- (h) the approval of a description under Section 8 or 9 of the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended from time to time; or
- (i) the issuance of a permit under the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended from time to time, in relation to a building or a structure;

“Emergency” means an unforeseen situation where immediate action must be taken to preserve public health or safety;

“Emergency Work” means any maintenance, repairs or improvements to Road 23 and/or Road 136 that is required to remedy an Emergency, including making changes to signal timing and changes to Traffic Control Devices;

“Road 23” means Regional Road 23 (County Road 23) for its full width from the intersection with the “B” Line of East Garafraxa (Dufferin County Road 23) to the intersection of Peel Regional Road 136 (Porterfield Road), as shown in blue on Schedule A, and hereafter defined as **“Road 23”**, and includes all Road 23 related improvements, including but not limited to: road surface, shoulders, boulevard, bridges, culverts, storm sewers, guiderails, Traffic Control Devices, pavement markings, traffic signing, safety devices and trees but excludes all non-transportation related infrastructure, including water and wastewater systems, that are located within the right-of-way limits;

“Road 136” means Regional Road 136 (Porterfield Road) for its full width from the intersection of Road 23 and Road 136 to Dawson Road (west limit), as shown in red on Schedule A, including the intersection of Road 23 and Road 136 as shown on Schedule A and hereafter defined as **“Road 136”** and includes all Road 136 related improvements including but not limited to: road surface, shoulders, boulevard, bridges, culverts, storm sewers, guiderails, Traffic Control Devices, pavement markings, traffic signing, safety devices and trees, including winter maintenance of same, but excludes all non-transportation related infrastructure, including water and wastewater systems, that are located within the right-of-way limits;

“Road 7” means the length of Regional Road 7 (Airport Road) along the Peel/Dufferin Boundary for its full from the intersection of Regional Road 7 (Airport Road) and King’s Highway 9 and from the north limit of the Highway 9 day light triangle to the Peel/Dufferin Boundary as shown on Schedule B, and hereafter defined as **“Road 7”** and includes all Road 7 related improvements including but not limited to: road surface, shoulders, boulevard, bridges, culverts, storm sewers, guiderails, Traffic Control Devices, pavement markings, traffic signing, safety devices and trees

but excludes all non-transportation related infrastructure, including water and wastewater systems, that are located within the right-of-way limits;

“Lands” means the lands required for a Project;

“Peel” means The Regional Municipality of Peel as a municipal corporation and, where the context requires, its geographic area;

“Level of Service” means Peel’s Road Operations and Maintenance Level of Service Standards approved by Region of Peel Council at its meeting held on March 26, 2015, resolution #2015-167 as amended from time to time; and the Minimum Maintenance Standards, ONT REG. 239/02 - By-Law 2002-59, as adopted by Dufferin County and as amended from time to time.

“Permit” means a road occupancy permit or access permit issued in accordance with Peel’s by-law 62-2013 as amended from time to time or a successor bylaw; and means Dufferin’s Road Occupancy Permit and Entrance Permit (Policy 5-3-17) in accordance with Dufferin’s typical practice and as amended from time to time.

“Project” means any capital project required to improve Road 23 and/or Road 136, including but not limited to:

- (a) resurfacing Road 23 and/or Road 136;
- (b) reconstructing Road 23 and/or Road 136;
- (c) improving Road 23 and/or Road 136’s intersections;
- (d) installing Traffic Control Devices;
- (e) widening Road 23 and/or Road 136;
- (f) installing bridges, culverts, storm sewers and catch basins;
- (g) rehabilitating bridges, culverts, storm sewers and catch basins; or
- (h) expanding bridges, culverts, storm sewers and catch basins;

“RFT” means a request for tender for a Project or a request for proposals for a Project;

“Traffic Control Devices” means those traffic control devices listed in Schedule C; and

“Dufferin” means The County of Dufferin as a municipal corporation and, where the context requires, its geographic area.

2. **TERM**

2.1 This Agreement is effective for a ten (10) year term commencing on May 1, 2015 and terminating on December 31, 2025 (the “Term”).

2.2 **Options to Extend** - Peel and Dufferin agree that this Agreement shall have **two (2)** options to extend for a term of **ten (10)** years each, with each extension term to begin upon the expiration of the original Term and all of the provisions of this Agreement applying to such extension terms subject to any amendments made mutual agreement by the parties.

3. **JURISDICTION OVER THE HIGHWAY**

3.1 Peel agrees to keep Road 136 in a good state of repair and Peel acknowledges that, except as provided for in this Agreement, pursuant to Section 29.1(2) of the Act:

- (a) Peel has jurisdiction over Road 136;
- (b) Peel has jurisdiction over the intersection of Road 136 and Road 23 as shown on Schedule A;
- (c) Peel is liable for any damages that arise from failing to keep Road 136 in repair; and
- (d) Dufferin is relieved from all liability in respect of repair of Road 136.

3.2 Peel shall maintain Road 136 and keep it in a good state of repair for its full width in accordance with Peel’s Level of Service Standards. Peel may amend the Level of Service Standards from time to time but shall ensure that at all times the Level of Service Standards meet or exceed the standards set out in the *Minimum Maintenance Standards for Municipal Highways*, O. Reg. 239/02 (the “**Regulation**”) as amended from time to time.

3.3 Dufferin agrees to keep Road 23 and Road 7 in a good state of repair and Peel acknowledges that, except as provided for in this Agreement, pursuant to Section 29.1(2) of the Act:

- (a) Dufferin has jurisdiction over Road 23;
- (b) Dufferin is liable for any damages that arise from failing to keep Road 23 and Road 7 in repair; and
- (c) Peel is relieved from all liability in respect of repair of Road 23 and Road 7.

3.4 Dufferin shall maintain Road 23 and Road 7 and keep it in a good state of repair for its full width in accordance with Dufferin’s Level of Service Standards. Dufferin may amend the Level of Service Standards from time to time but shall ensure that at all times the Level of Service

Standards meet or exceed the standards set out in the *Minimum Maintenance Standards for Municipal Highways*, O. Reg. 239/02 (the “**Regulation**”) as amended from time to time.

4. **REPAIRS, IMPROVEMENTS OR EMERGENCY MAINTENANCE**

- 4.1 In the event of an Emergency, Peel shall perform the Emergency Work on Road 136. If reasonably possible, Peel shall consult with Dufferin before performing the Emergency Work. If Peel is unable to consult with Dufferin before performing the Emergency Work, Peel may commence the Emergency Work and advise Dufferin as soon as possible after Peel has commenced the Emergency Work.
- 4.2 In the event of an Emergency, Dufferin shall perform the Emergency Work on Road 23 and Road 7. If reasonably possible, Dufferin shall consult with Peel before performing the Emergency Work. If Dufferin is unable to consult with Peel before performing the Emergency Work, Dufferin may commence the Emergency Work and advise Peel as soon as possible after Dufferin has commenced the Emergency Work.
- 4.3. Dufferin hereby covenants and agrees that for the duration of the Term, it shall be responsible for all summer and winter maintenance of the full width of Road 23 and Road 7, including, but not limited to, line hole patching, painting, line ditching, anti-icing, sanding, salting, direct liquid application, plowing, snow removal, patrol, replacement of mailboxes and signs damaged or downed due to winter maintenance and customer service in accordance with Level of Service standards. Dufferin specifically acknowledges and agrees that its obligation to maintain Road 23 and Road 7 extends beyond the winter months to include any time of year where conditions of frost, freezing rain, snow or ice could impair motor vehicles, and in particular the winter maintenance shall include anti-icing applications on the shoulder in seasons of late autumn and early spring as weather conditions dictate.
- 4.4 Peel hereby covenants and agrees that for the duration of the Term, it shall be responsible for all summer and winter maintenance of the full width of Road 136, including, but not limited to, line hole patching, painting, line ditching, anti-icing, sanding, salting, direct liquid application, plowing, snow removal, patrol, replacement of mailboxes and signs damaged or downed due to winter maintenance and customer service in accordance with Level of Service standards. Peel specifically acknowledges and agrees that its obligation to maintain Road 136 extends beyond the winter months to include any time of year where conditions of frost, freezing rain, snow or ice could impair motor vehicles, and in particular the winter maintenance shall include anti-icing applications on the shoulder in seasons of late autumn and early spring as weather conditions dictate.

- 4.5. Dufferin agrees that during its performance of the summer and winter maintenance on Road 23 and Road 7. Dufferin further agrees that it shall respond directly to any deficiencies of Road 23 and Road 7 of an Emergency nature, including, but not limited, to downed trees, poles, hydro wires or other obstacles; frozen culverts; and severe road shoulder washout as the situation demands, and immediately call upon Peel for assistance.
- 4.6. Peel agrees that during its performance of the summer and winter maintenance on Road 136. Peel further agrees that it shall respond directly to any deficiencies of Road 136 of an Emergency nature, including, but not limited, to downed trees, poles, hydro wires or other obstacles; frozen culverts; and severe road shoulder washout as the situation demands, and immediately call upon Dufferin for assistance.
- 4.7. Dufferin agrees that, upon request by Peel, to the best of its ability acting reasonably, it shall submit all maintenance records, including, but not limited, to service requests, associated work orders, patrol logs, inspection logs and contractor invoices for all works carried out in the maintenance of Road 23 and Road 7.
- 4.8. Peel agrees that, upon request by Dufferin, to the best of its ability acting reasonably, it shall submit all maintenance records, including, but not limited to, service requests, associated work orders, patrol logs, inspection logs and contractor invoices for all works carried out in the maintenance of Road 136.

5. TRAFFIC CONTROL DEVICES

- 5.1. Peel shall operate and maintain any future Traffic Control Devices on Road 136 as shown in Schedule C, including performing all necessary repairs, routine maintenance, cleaning and re-lamping. Peel shall operate and maintain the Traffic Control Devices in accordance with its standards, policies and procedures including its Level of Service, provided that such standards meet or exceed the standards set out in the Regulation as amended from time to time.
- 5.2. Dufferin may carry out visual inspections of the Traffic Control Devices on Road 136 but shall not open any traffic signal controller cabinet or alter in any manner the equipment associated with the Traffic Control Devices.
- 5.3. Peel shall perform all changes to signal timing and phasing of the Traffic Control Devices on Road 136 as may be required from time to time provided that Peel has first obtained Dufferin's consent to the changes.
- 5.4. Dufferin shall operate and maintain any future Traffic Control Devices on Road 23 as shown on Schedule C, including performing all necessary repairs, routine maintenance, cleaning and re-lamping. Dufferin shall operate and maintain the Traffic Control Devices in accordance with its standards, policies and procedures including the Performance Standards, provided that such

standards meet or exceed the standards set out in the Regulation as amended from time to time. Notwithstanding the foregoing, Riddell Road/County Road 109 at Road 23 is covered separately in the Inter-Municipal Agreement.

- 5.5 Peel may carry out visual inspections of the Traffic Control Devices on Road 23 but shall not open any traffic signal controller cabinet or alter in any manner the equipment associated with the Traffic Control Devices.
- 5.6 Dufferin shall perform all changes to signal timing and phasing of the Traffic Control Devices on Road 23 as may be required from time to time provided that Dufferin has first obtained Peel's consent to the changes.
- 5.7 Peel and Dufferin agree that the list of Traffic Control Devices set out in Schedule C may be amended from time to time by agreement between Peel's Public Works Commissioner and Dufferin's Director of Public Works.

6. **PROJECTS**

- 6.1 Peel shall design and construct all Projects required for Road 136.
- 6.2 Peel and Dufferin agree that funding for all Projects is subject to the approval of Peel and Dufferin's respective Councils and Peel shall not initiate any Project that requires Dufferin's financial contribution without Dufferin's approval.
- 6.3 Peel shall advise Dufferin of all Projects that it anticipates are necessary to keep Road 136 in a good state of repair. Peel and Dufferin staff shall:
 - (a) collaborate when preparing their respective long-term capital budgets to reflect the anticipated cost of any Projects required for Road 136; and
 - (b) when preparing their respective budgets and ten (10) year capital plans for consideration by Peel and Dufferin's respective Councils, include all Projects that Peel anticipates are necessary to keep Road 136 in a good state of repair.
- 6.4 Peel shall:
 - (a) advise Dufferin if construction of a Project required for Road 136 is going to proceed at least two (2) years prior to the date that Peel anticipates construction will commence so that the Project can be considered by Dufferin Council; and
 - (b) when Peel is preparing its annual capital budget, advise Dufferin of Peel's anticipated schedule for the Projects and the estimated Capital Cost of the Projects to be expended in that year, for consideration by Dufferin Council.

- 6.5 Despite Section 6.2, and in accordance with Section 4.1, Peel may perform Emergency Work as required.
- 6.6 Where reasonably possible, Peel and Dufferin shall collaborate with each other to enable each party to include in its respective development charge background study the capital costs of those Projects that Peel anticipates will be constructed during the term of the proposed development charge bylaw.
- 6.7 Dufferin shall design and construct all Projects required for Road 23.
- 6.8 Peel and Dufferin agree that funding for all Projects is subject to the approval of Peel and Dufferin's respective Councils and Dufferin shall not initiate any Project that requires Peel's financial contribution without Peel's approval.
- 6.9 Dufferin shall advise Peel of all Projects that it anticipates are necessary to keep Road 23 in a good state of repair. Peel and Dufferin staff shall:
- (a) collaborate when preparing their respective long-term capital budgets to reflect the anticipated cost of any Projects required for Road 23; and
 - (b) when preparing their respective budgets and ten (10) year capital plans for consideration by Peel and Dufferin's respective Councils, include all Projects that Dufferin anticipates are necessary to keep Road 23 in a good state of repair.
- 6.10 Dufferin shall:
- (a) advise Peel if construction of a Project required for Road 23 is going to proceed at least two (2) years prior to the date that Dufferin anticipates construction will commence so that the Project can be considered by Peel Council; and
 - (b) when Dufferin is preparing its annual capital budget, advise Peel of Dufferin's anticipated schedule for the Projects and the estimated Capital Cost of the Projects to be expended in that year, for consideration by Peel Council.
- 6.11 Despite Section 6.8, and in accordance with Section 4.2, Dufferin may perform Emergency Work as required.
- 6.12 Where reasonably possible, Peel and Dufferin shall collaborate with each other to enable each party to include in its respective development charge background study the capital costs of those Projects that Dufferin anticipates will be constructed during the term of the proposed development charge bylaw.

Environmental Assessments

- 6.13 (a) Peel shall advise Dufferin if an environmental assessment (“EA”) is required for a Project required for Road 136.
- (b) Dufferin shall advise Peel if an EA is required for a Project required for Road 23.
- 6.14 Peel and Dufferin shall be co-proponents of any EA that is required for a Project.
- (a) Peel shall prepare all EAs and any studies and reports that are required for a Project required for Road 136.
- (b) Dufferin shall prepare all EAs and any studies and reports that are required for a Project required for Road 23.
- 6.15 (i) In preparing any EA and any studies and reports required for a Project required for Road 136, Peel shall:
- (a) circulate the draft terms of reference to Dufferin in a timely manner and provide Dufferin with the opportunity to comment;
- (b) invite Dufferin to participate in the selection of consultants;
- (c) invite Dufferin to participate in any Public Information Centre (“PIC”);
- (d) conduct a PIC in Dufferin, if required by Dufferin;
- (e) circulate all draft documents prepared or assembled during the EA process to Dufferin in a timely manner and provide Dufferin with the opportunity to comment;
- (f) circulate the final draft environmental study report to Dufferin in a timely manner and provide Dufferin with the opportunity to comment prior to filing; and
- (g) address any Part II Orders under the *Environmental Assessment Act*, R.S.O., 1990, c. E.18, as amended from time to time.
- (ii) In preparing any EA and any studies and reports required for a Project required for Road 23, Dufferin shall:
- (a) circulate the draft terms of reference to Peel in a timely manner and provide Dufferin with the opportunity to comment;
- (b) invite Peel to participate in the selection of consultants;
- (c) invite Peel to participate in any Public Information Centre (“PIC”);
- (d) conduct a PIC in Peel, if required by Peel;

- (e) circulate all draft documents prepared or assembled during the EA process to Peel in a timely manner and provide Peel with the opportunity to comment;
- (f) circulate the final draft environmental study report to Peel in a timely manner and provide Peel with the opportunity to comment prior to filing; and
- (g) address any Part II Orders under the *Environmental Assessment Act*, R.S.O., 1990, c. E.18, as amended from time to time.

Construction

- 6.16 (a) Peel shall design and construct all Projects required for Road 136 in accordance with Peel's Public Works Design, Specification & Procedures, as amended from time to time.
- (b) Dufferin shall design and construct all Projects required for Road 23 in accordance with Dufferin's Design, Specification & Procedures Manual, as amended from time to time.
- 6.17 (a) Peel shall circulate the draft terms of reference for the selection of consultants to conduct the detailed design for a Project required for Road 136 to Dufferin so that Dufferin may comment and participate in the selection.
- (b) Dufferin shall circulate the draft terms of reference for the selection of consultants to conduct the detailed design for a Project required for Road 23 to Peel so that Peel may comment and participate in the selection.
- 6.18 (a) Upon approval of the budget for a Project required for Road 136 by both Peel and Dufferin, Peel and Dufferin shall convene a Project initiation meeting. At the Project initiation meeting, Peel and Dufferin may discuss any relevant construction issues, including any outstanding details of the approval process, any unique or difficult elements of the Project's design and any environmental concerns related to the Project required for Road 136.
- (b) Upon approval of the budget for a Project required for Road 23 by both Peel and Dufferin, Peel and Dufferin shall convene a Project initiation meeting. At the Project initiation meeting, Peel and Dufferin may discuss any relevant construction issues, including any outstanding details of the approval process, any unique or difficult elements of the Project's design and any environmental concerns related to the Project required for Road 23.
- 6.19 (a) If Peel or Dufferin proposes that Peel perform additional work that is not required to fulfill Peel's obligations pursuant to this Agreement, then Peel shall perform the additional work provided that Peel and Dufferin agree:
 - (i) on the scope of the additional work; and

- (ii) as to how the costs of the additional work are to be allocated between Peel and Dufferin;

prior to Peel issuing an RFT for the additional work and, if reasonably possible, during the EA stage.

(b) If Peel or Dufferin proposes that Dufferin perform additional work that is not required to fulfill Dufferin's obligations pursuant to this Agreement, then Dufferin shall perform the additional work provided that Peel and Dufferin agree:

- (i) on the scope of the additional work; and
- (ii) as to how the costs of the additional work are to be allocated between Peel and Dufferin;

prior to Dufferin issuing an RFT for the additional work and, if reasonably possible, during the EA stage.

6.20 (a) Peel shall provide Dufferin with designs for a Project required for Road 136 for Dufferin's approval at the thirty percent (30%), sixty percent (60%) and ninety percent (90%) stage and prior to issuing the RFT for the Project. If Dufferin does not approve a design, then Peel and Dufferin shall work together to address Dufferin's concerns. If Dufferin does not approve of the designs following consultation between Peel and Dufferin, then Peel and Dufferin shall address the dispute pursuant to the dispute resolution provisions in Section 12.

(b) Dufferin shall provide Peel with designs for a Project required for Road 23 for Peel's approval at the thirty percent (30%), sixty percent (60%) and ninety percent (90%) stage and prior to issuing the RFT for the Project. If Peel does not approve a design, then Peel and Dufferin shall work together to address Peel's concerns. If Peel does not approve of the designs following consultation between Peel and Dufferin, then Peel and Dufferin shall address the dispute pursuant to the dispute resolution provisions in Section 12.

6.21 (a) During construction required for Road 136, Dufferin shall provide a representative to act as a member of the project management team. If a dispute arises between Peel and Dufferin during construction, Peel and Dufferin shall work together to address their respective concerns. If Peel and Dufferin are not able to resolve the dispute, then Peel and Dufferin shall address the dispute pursuant to the dispute resolution provisions in Section 12.

(b) During construction required for Road 23, Peel shall provide a representative to act as a member of the project management team. If a dispute arises between Peel and Dufferin during construction, Peel and Dufferin shall work together to address their respective concerns. If Peel and Dufferin are not able to resolve the dispute, then Peel and Dufferin shall address the dispute pursuant to the dispute resolution provisions in Section 12.

6.22 (a) Peel shall not issue any RFT required for Road 136 unless Dufferin has approved the RFT. Peel shall obtain Dufferin's approval before making any amendment to an RFT or the contract resulting from an RFT (the "**Construction Contract**"). If Peel proposes to amend an RFT or the Construction Contract then Peel shall provide to Dufferin a rationale for the amendment and an estimate of any anticipated increase or decrease in the Capital Cost. Peel acknowledges that any increase in the Capital Cost may require the further approval of Dufferin Council.

(b) Dufferin shall not issue any RFT required for Road 23 unless Peel has approved the RFT. Dufferin shall obtain Peel's approval before making any amendment to an RFT or the contract resulting from an RFT (the "**Construction Contract**"). If Dufferin proposes to amend an RFT or the Construction Contract then Dufferin shall provide to Peel a rationale for the amendment and an estimate of any anticipated increase or decrease in the Capital Cost. Dufferin acknowledges that any increase in the Capital Cost may require the further approval of Peel Council.

6.23 (a) Peel shall administer all aspects of the Construction Contract required for Road 136, including all utility relocations. Pursuant to Section 8.6, Dufferin shall review all applications related to the installation of telecommunication, hydro and gas utilities in Road 23 where the work proposed will be performed on lands located in Dufferin.

(b) Dufferin shall administer all aspects of the Construction Contract required for Road 23, including all utility relocations. Pursuant to Section 8.8, Peel shall review all applications related to the installation of telecommunication, hydro and gas utilities in Road 136 where the work proposed will be performed on lands located in Peel.

6.24 (a) Subject to Dufferin's prior approval, Peel shall settle all claims that relate to the Construction Contract required for Road 136.

(b) Subject to Peel's prior approval, Dufferin shall settle all claims that relate to the Construction Contract required for Road 23.

7. **PROPERTY ACQUISITION**

7.1 At least two (2) years prior to the date that Peel or Dufferin anticipates construction of a Project will commence, Peel and Dufferin shall meet to determine whether to acquire the Lands by negotiation and whether it is necessary to commence expropriation proceedings.

7.2 If lands are acquired that are surplus to the Project (the "**Surplus Lands**"), whether by expropriation or negotiation, then the party in whose jurisdiction the Surplus Lands are geographically located shall pay one hundred percent (100%) of the cost to acquire the Surplus Lands and will receive one hundred percent (100%) of the proceeds from any disposition of the Surplus Lands.

Acquiring Lands by Negotiation

7.3 If the Lands are located in Dufferin, then Peel shall:

- (a) retain an Ontario Land Surveyor to prepare reference plans and provide the reference plans to Dufferin for review and approval. If Dufferin does not approve the reference plans, then Dufferin shall advise Peel of any deficiencies and Peel shall instruct the Ontario Land Surveyor to rectify the deficiencies to Dufferin's satisfaction;
- (b) retain an appraiser and provide copies of all appraisal reports to Dufferin for review and approval. If Dufferin does not approve the appraisal reports, then Dufferin shall advise Peel of the deficiencies and Peel shall instruct the appraiser to rectify the deficiencies to Dufferin's satisfaction;
- (c) perform all the required title searches and all associated inquiries;
- (d) negotiate with the owners of the Lands (the "**Owners**") to acquire the Lands;
- (e) prepare agreements of purchase and sale, including agreements prepared pursuant to sections 24 and 30 of the *Expropriations Act*, R.S.O. 1990, c. E.26 (the "**Expropriations Act**"), as amended from time to time, between the Owners as vendors and Dufferin as purchaser;
- (f) upon execution of an agreement of purchase and sale by an Owner, submit the agreement of purchase and sale to Dufferin staff so that Dufferin staff can submit the agreement of purchase and sale to Dufferin Council, or delegate, for consideration;
- (g) register title to the Lands in Dufferin's name pursuant to a direction executed by Dufferin; and
- (h) provide Dufferin with copies of all registered documents, a copy of the parcel register and a clear execution certificate. Dufferin acknowledges that Peel will not be providing Dufferin with a title opinion with respect to the Lands.

7.4 If the Lands are located in Peel, then Peel shall:

- (a) retain an Ontario Land Surveyor to prepare reference plans;
- (b) retain an appraiser;
- (c) perform all the required title searches and all associated inquiries;
- (d) negotiate with Owners to acquire the Lands;

- (e) prepare agreements of purchase and sale, including agreements prepared pursuant to sections 24 and 30 of the *Expropriations Act*, between the Owners as vendors and Peel as purchaser;
- (f) upon execution of an agreement of purchase and sale by an Owner, submit the agreement of purchase and sale to Peel Council, or delegate, for consideration; and
- (g) register title to the Lands in Peel's name.

7.5 If requested by Peel, Dufferin shall provide Peel with any assistance that may be required by Peel to acquire the Lands.

Acquiring Lands by Expropriation

7.6 If Peel and Dufferin determine that it is necessary to commence expropriation proceedings to acquire the Lands, then:

(a) Peel will act as the expropriating authority for Lands located in Peel; and enlightened with their typical practise.

(b) Dufferin will act as the expropriating authority for Lands located in Dufferin.

7.7 Peel and Dufferin shall jointly retain an appraiser(s) and any other experts necessary to comply with the provisions of the *Expropriations Act*.

7.8 If an Owner requests a Hearing of Necessity pursuant to the *Expropriations Act*, then the party that is not the subject of the Hearing of Necessity shall provide the party that is the subject of the Hearing of Necessity with any assistance that it requires to establish that the expropriation of the Lands is fair, sound and reasonably necessary.

7.9 If Peel determines that it is necessary to retain external counsel to assist Peel in acquiring Lands by expropriation, including conducting any Hearing of Necessity, then Peel may retain external counsel of its choice ("**Peel's External Counsel**") to assist in acquiring the Lands, including preparing and serving any notices required by the *Expropriations Act*. Peel shall be solely responsible for the cost of Peel's External Counsel's fees and disbursements except for those disbursements which are to be shared as a Capital Cost pursuant to Section 9.4. Peel acknowledges that other than those disbursements which are to be shared as a Capital Cost, Dufferin is not responsible for contributing to the cost of Peel's External Counsel's fees and disbursements.

7.10 If Dufferin determines that it is necessary to retain external counsel to assist Dufferin in acquiring Lands by expropriation including conducting any Hearing of Necessity, then Dufferin may retain external counsel of its choice ("**Dufferin's External Counsel**") to assist in acquiring

the Lands, including preparing and serving any notices required by the *Expropriations Act*. Dufferin shall be solely responsible for the cost of Dufferin's External Counsel's fees and disbursements except for those disbursements which are to be shared as a Capital Cost pursuant to Section 9.9. Dufferin acknowledges that other than those disbursements which are to be shared as a Capital Cost, Peel is not responsible for contributing to the cost of Dufferin's External Counsel's fees and disbursements.

- 7.11 If Peel or Dufferin intends to retain external counsel then Dufferin or Peel shall advise the other party of its intention. Peel and Dufferin acknowledge that Peel and Dufferin are not required to retain the same external counsel although the parties acknowledge that it may be more efficient to do so.

8. PERMITS AND DEVELOPMENT APPROVALS

- 8.1 (a) Peel and Dufferin acknowledge that Development Applications relating to lands that are located in Peel immediately adjacent to Road 23 are to be submitted to the Town of Caledon. Peel and Dufferin acknowledge that Development Applications relating to lands that are located in Dufferin immediately adjacent to the Road 23 are to be submitted to the Town of Orangeville. Peel and Dufferin shall consult with each other when reviewing a Development Application and each shall include any conditions that may be reasonably required by the other party in respect of matters related to Road 23.
- (b) Peel and Dufferin acknowledge that Development Applications relating to lands that are located in Peel immediately adjacent to Road 136 are to be submitted to the Town of Caledon. Peel and Dufferin acknowledge that Development Applications relating to lands that are located in Dufferin immediately adjacent to the Road 136 are to be submitted to the Town of Orangeville. Peel and Dufferin shall consult with each other when reviewing a Development Application and each shall include any conditions that may be reasonably required by the other party in respect of matters related to Road 136.
- 8.2 Peel and Dufferin acknowledge that the Town of Caledon will act as the approval authority pursuant to the *Planning Act* for all Development Applications relating to lands that are located in Peel immediately adjacent to Road 136 (the "**Peel Development Applications**"). Peel shall collect any securities and fees that it would otherwise be entitled to collect in relation to any Development Application relating to lands located in Peel. Peel and Dufferin acknowledge that the Town of Orangeville will act as the approval authority pursuant to the *Planning Act* for all Development Applications relating to lands that are located in Dufferin immediately adjacent to Road 23 (the "**Dufferin Development Applications**"). Dufferin shall collect any securities and fees that it would otherwise be entitled to collect in relation to any Development Application relating to lands located in Dufferin. If Peel and Dufferin make alternate arrangements by which Peel undertakes to review Dufferin Development Applications and perform any necessary

inspections on Dufferin's behalf, then Dufferin shall forward to Peel any review and inspection fees collected by Dufferin in respect of such Dufferin Development Applications. If Peel and Dufferin make alternate arrangements by which Dufferin undertakes to review Peel Development Applications and perform any necessary inspections on Peel's behalf, then Peel shall forward to Dufferin any review and inspection fees collected by Peel in respect of such Peel Development Applications.

- 8.3 Lands located in Peel that are acquired pursuant to a Development Application are to be registered in Peel's name. Lands located in Dufferin that are acquired pursuant to a Development Application are to be registered in Dufferin's name.
- 8.4 (a) Peel is responsible for issuing all Permits for Road 136. Peel shall consult with Dufferin prior to issuing any Permits that affect lands located in Dufferin. In considering whether to grant access to Road 136, Peel shall apply the provisions of Peel's Control Access By-law 62-2013 as amended from time to time or a successor bylaw.
- (b) Dufferin is responsible for issuing all Permits for Road 23. Dufferin shall consult with Peel prior to issuing any Permits that affect lands located in Peel. In considering whether to grant access to Road 23, Dufferin shall apply the provisions of Dufferin's entrance Policy # 5-3-17.
- 8.5 (a) The parties acknowledge that Peel is the authority responsible for approving all water and wastewater installations in Road 136 provided that Peel shall consult with Dufferin prior to issuing any approval.
- (b) The parties acknowledge that Dufferin is the authority responsible for approving all water and wastewater installations in Road 23 provided that Dufferin shall consult with Peel prior to issuing any approval.
- 8.6 Dufferin is responsible for reviewing applications related to the installation of telecommunication; hydro and gas utilities in Road 23 ("**Dufferin Utility Applications**") where the work proposed will be performed in lands located in Dufferin. Dufferin shall circulate all Dufferin Utility Applications to Peel and Peel may ask Dufferin to impose any conditions on the applicant that Peel determines are reasonably necessary. Dufferin shall collect all securities and fees related to Dufferin Utility Applications where the work proposed will be performed in lands located in Dufferin.
- 8.7 Peel is responsible for reviewing Dufferin Utility Applications where the work proposed will be performed in lands located in Peel. Peel shall consult with Dufferin prior to issuing any approval. Peel shall collect all securities and fees related to Dufferin Utility Applications where the work proposed will be performed in lands located in Peel.

8.8 Peel is responsible for reviewing applications related to the installation of telecommunication; hydro and gas utilities in Road 136 (“**Peel Utility Applications**”) where the work proposed will be performed in lands located in Peel. Peel shall circulate all Peel Utility Applications to Dufferin and Dufferin may ask Peel to impose any conditions on the applicant that Dufferin determines are reasonably necessary. Peel shall collect all securities and fees related to Peel Utility Applications where the work proposed will be performed in lands located in Peel.

8.9 Dufferin is responsible for reviewing Peel Utility Applications where the work proposed will be performed in lands located in Dufferin. Dufferin shall consult with Peel prior to issuing any approval. Dufferin shall collect all securities and fees related to Peel Utility Applications where the work proposed will be performed in lands located in Dufferin.

9. **RESPONSIBILITY FOR COSTS**

9.1 Peel shall pay all costs associated with its obligations under Section 3.2 (the “**Maintenance Costs**”). Dufferin shall reimburse Peel for fifty percent (50%) of the Maintenance Costs together with an administrative charge of eight percent (8%) charged on Dufferin’s portion of the Maintenance Costs.

9.2 Peel shall pay all costs associated with its obligations under Section 4.1 (the “**Emergency Costs**”). Dufferin shall reimburse Peel for fifty percent (50%) of the Emergency Costs together with an administrative charge of eight percent (8%) charged on Dufferin’s portion of the Emergency Costs.

9.3 Peel shall pay all costs associated with its obligations under Section 5.1 (the “**Traffic Control Device Costs**”). Dufferin shall reimburse Peel for fifty percent (50%) of the Traffic Control Device Costs together with an administrative charge of eight percent (8%) charged on Dufferin’s portion of the Traffic Control Device Costs.

9.4 Peel shall pay all Capital Costs for Projects required for Road 136. Dufferin shall reimburse Peel for fifty percent (50%) of the Capital Costs together with an administrative charge of eight percent (8%) charged on Dufferin’s portion of the Capital Costs.

9.5 Peel shall pay all costs directly associated with its obligations under Section 6.14 (the “**EA Costs**”). Dufferin shall reimburse Peel for fifty percent (50%) of the EA Costs together with an administrative charge of eight percent (8%) charged on Dufferin’s portion of the EA Costs.

9.6 Dufferin shall pay all costs associated with its obligations under Section 3.4 (the “**Maintenance Costs**”) associated with Road 23. Peel shall reimburse Dufferin for fifty percent (50%) of the Maintenance Costs together with an administrative charge of eight percent (8%) charged on Peel’s portion of the Maintenance Costs.

- 9.7 Peel hereby covenants and agrees to reimburse Dufferin for all costs associated with the summer and winter maintenance of Road 7 on an actual cost basis with an administrative charge of eight percent (8%) charged on Dufferin's actual costs. Dufferin agrees that it shall provide two invoices annually to Peel for the summer and winter maintenance, on May 31st and December 31st of each year of the Term. Dufferin acknowledges and agrees that Peel may offset any amount owing for winter maintenance of the Annexed Roadways against any amount owing to Peel by Dufferin for any maintenance, repair or capital improvement of the Highway pursuant to the terms of this Agreement.
- 9.8 Dufferin shall pay all costs associated with its obligations under Section 4.2 (the "**Emergency Costs**") associated with Road 23. Peel shall reimburse Dufferin for fifty percent (50%) of the Emergency Costs together with an administrative charge of eight percent (8%) charged on Peel's portion of the Emergency Costs.
- 9.9 Dufferin shall pay all costs associated with its obligations under section 5.4 (the "Traffic Control Device Cost"), in accordance with Dufferin By-Law 2003-25 sec. 12 (b)
- 9.10 Dufferin shall pay all Capital Costs for Projects required for Road 23. Peel shall reimburse Dufferin for fifty percent (50%) of the Capital Costs together with an administrative charge of eight percent (8%) charged on Peel's portion of the Capital Costs.
- 9.11 Dufferin shall pay all costs directly associated with its obligations under Section 6.14 (the "**EA Costs**"). Peel shall reimburse Dufferin for fifty percent (50%) of the EA Costs together with an administrative charge of eight percent (8%) charged on Dufferin's portion of the EA Costs.

10. PAYMENTS AND INVOICING

- 10.1 Peel shall invoice Dufferin four (4) times per year, at the end of each quarter, for Dufferin's portion of the Maintenance Costs, Emergency Costs and Traffic Control Device Costs, if any, together with the administrative charge of eight percent (8%) charged on Dufferin's portion of those costs.
- 10.2 Peel shall invoice Dufferin two (2) times per year, at the end of the second quarter and at the end of the fourth quarter, for Dufferin's portion of the EA Costs, if any, together with the administrative charge of eight percent (8%) charged on Dufferin's portion of the EA Costs.
- 10.3 Peel shall invoice Dufferin for Dufferin's portion of the Capital Costs as the Capital Costs are incurred, together with the administrative charge of eight percent (8%) charged on Dufferin's portion of the Capital Costs.
- 10.4 Dufferin shall submit payment to Peel within sixty (60) days of receiving an invoice from Peel. If Dufferin does not approve an invoice Dufferin shall provide Peel with the reason(s) why it does not approve the invoice within ten (10) business days of receiving the invoice. If Peel and

Dufferin do not agree with respect to the disputed invoice, either party may refer the matter to Peel's Commissioner of Public Works and Dufferin's Director of Public Works for resolution pursuant to Section 12.1.

- 10.5 Dufferin shall invoice Peel four (4) times per year, at the end of each quarter, for Peel's portion of the Maintenance Costs, Emergency Costs and Traffic Control Device Costs, if any, together with the administrative charge of eight percent (8%) charged on Peel's portion of those costs.
- 10.6 Dufferin shall invoice Peel two (2) times per year, at the end of the second quarter and at the end of the fourth quarter, for Peel's portion of the EA Costs, if any, together with the administrative charge of eight percent (8%) charged on Peel's portion of the EA Costs.
- 10.7 Dufferin shall invoice Peel for Peel's portion of the Capital Costs as the Capital Costs are incurred, together with the administrative charge of eight percent (8%) charged on Peel's portion of the Capital Costs.
- 10.8 Peel shall submit payment to Dufferin within sixty (60) days of receiving an invoice from Dufferin. If Peel does not approve an invoice Peel shall provide Dufferin with the reason(s) why it does not approve the invoice within ten (10) business days of receiving the invoice. If Dufferin and Peel do not agree with respect to the disputed invoice, either party may refer the matter to Dufferin's Director of Public Works and Peel's Commissioner of Public Works for resolution pursuant to Section 12.1.
- 10.9 If a contribution is made by a third party towards the cost of any matter provided for under this Agreement, then the contribution shall be accounted for and apportioned equally between the parties, unless directed otherwise by the party making the contribution.
- 10.10 Any application for specific funding for a Project under a federal or provincial program is to be made jointly and any funding received credited to the Capital Cost of the Project.

11. **INDEMNITY**

- 11.1 Dufferin shall indemnify and save harmless Peel from and against any claim, action, cause of action or liability for loss, damage, accident or injury in any manner arising due to, out of, from or in connection with the work undertaken, performed or failed to be performed by Dufferin or its agents pursuant to this Agreement.
- 11.2 Peel shall indemnify and save harmless Dufferin from and against any claim, action, cause of action or liability for loss, damage, accident or injury in any manner arising due to, out of, from or in connection with the work undertaken, performed or failed to be performed by Peel or its agents pursuant to this Agreement.

12. **DISPUTE RESOLUTION**

- 12.1 If the parties dispute the interpretation, application or administration of this Agreement (a “Dispute”), then:
- (a) the party who wishes to resolve a Dispute shall give notice to the other party setting forth the particulars of the Dispute (the “Notice”). The other party shall respond (the “Response”) to the Notice within fifteen (15) days from the date the Notice was received; and
 - (b) Peel’s Commissioner of Public Works and Dufferin’s Director of Public Works, or their respective designates, shall consider the Notice and the Response and attempt to resolve the Dispute to the satisfaction of both parties.

13. **EARLY TERMINATION**

- 13.1 Peel or Dufferin may terminate this Agreement upon sixty (60) days’ written notice if Dufferin or Peel’s Council, or delegate, approves the termination of this Agreement.
- 13.2 If this Agreement is terminated early, the obligations of Peel and Dufferin will not expire upon termination of this Agreement in respect of claims or actions that arise from the maintenance and repair of Road 23, Road 7 or Road 136 or failure to maintain and repair Road 23, Road 7 or Road 136 provided that the cause of action or claim arose prior to the termination of this Agreement.

14. **NOTICE**

- 14.1 Any notice required to be given or served on either party under this Agreement must be in writing and delivered personally, electronically by facsimile transmission or prepaid registered mail addressed to Peel or Dufferin respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, electronic delivery by facsimile transmission or, in the case of a registered letter, on the third business day following the date of mailing.

Peel:

The Regional Municipality of Peel
10 Peel Centre Drive
Suite A, 5th floor
Brampton, Ontario
L6T 4B9

Attention: Commissioner of Public Works

Dufferin:

The Corporation of the County of Dufferin
55 Zina Street
Orangeville, Ontario
L9W 1E5

Attention: Director of Public Works

15. **GENERAL**

- 15.1 If for any reason any provision of this Agreement is to any extent held or rendered to be invalid, void, illegal or unenforceable then the particular provision shall be deemed independent of and severed from the remainder of the Agreement and all of the other provisions of this Agreement shall nevertheless continue in force and effect.
- 15.2 Unless otherwise specified, the singular includes the plural, and vice versa.
- 15.3 Time is of the essence in all respects of this Agreement.
- 15.4 This Agreement is governed by the laws of Ontario and the applicable laws of Canada. This Agreement is effective on the date stated in the introductory clause.

THE CORPORATION OF THE COUNTY OF DUFFERIN

Name: Darren White

Title: Warden, County of Dufferin

Name: Pam Hillock

Title: Clerk, County of Dufferin

I/we have authority to bind the Corporation.

THE REGIONAL MUNICIPALITY OF PEEL

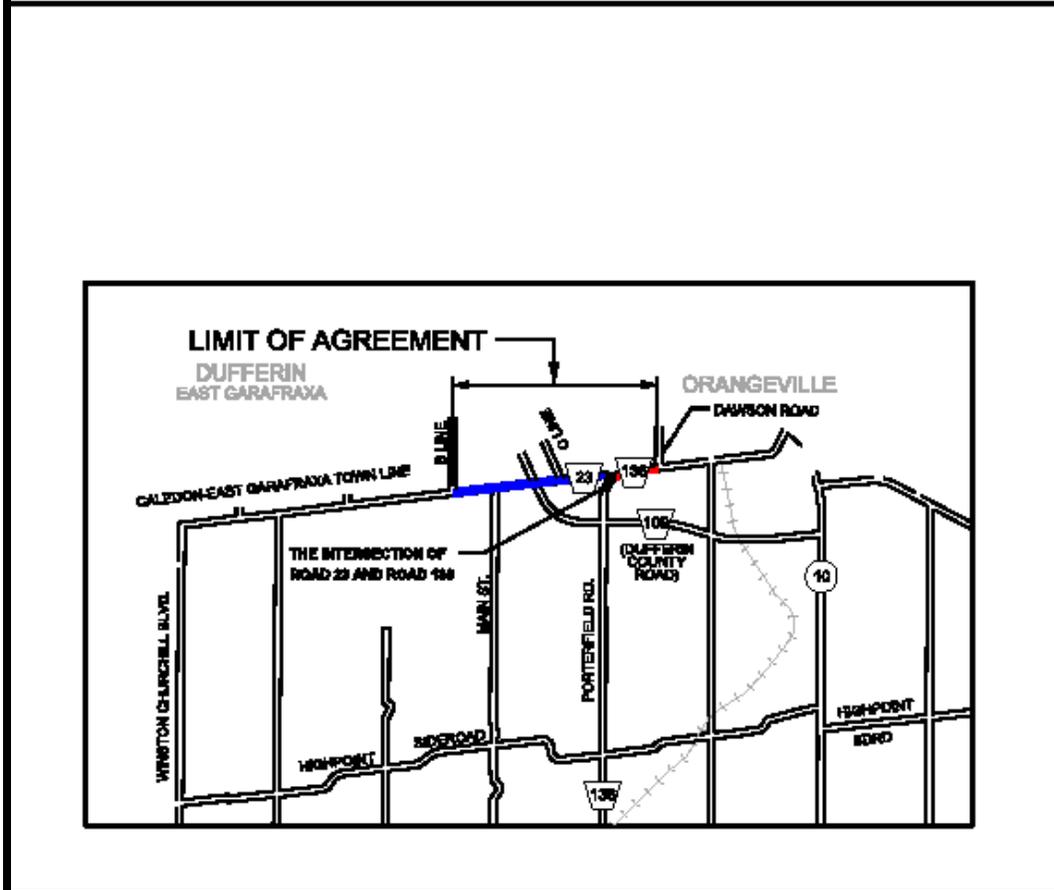
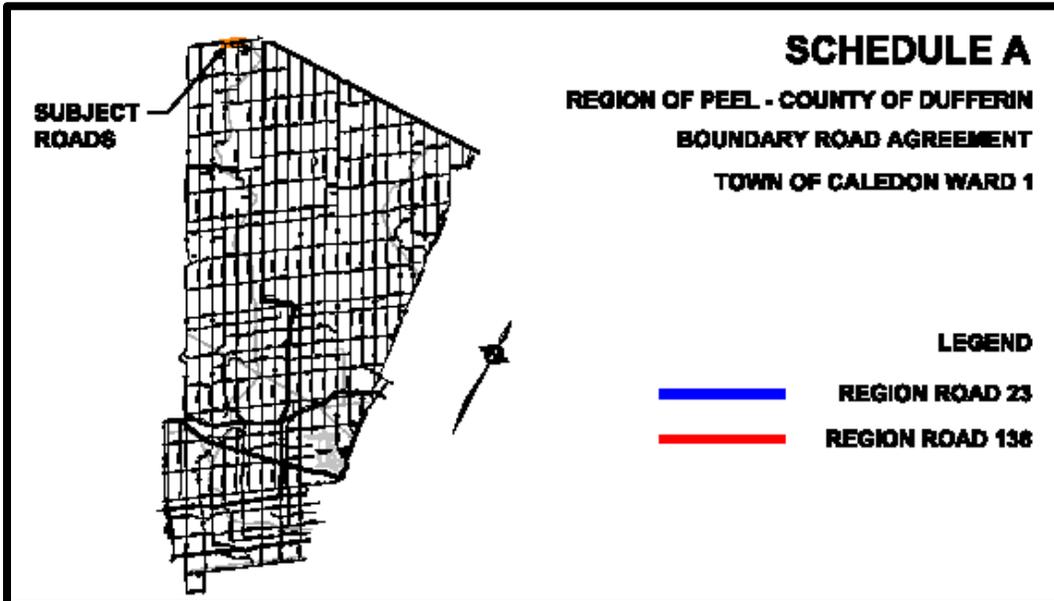
Per: Kathryn Lockyer

Regional Clerk and Director and Legal Services

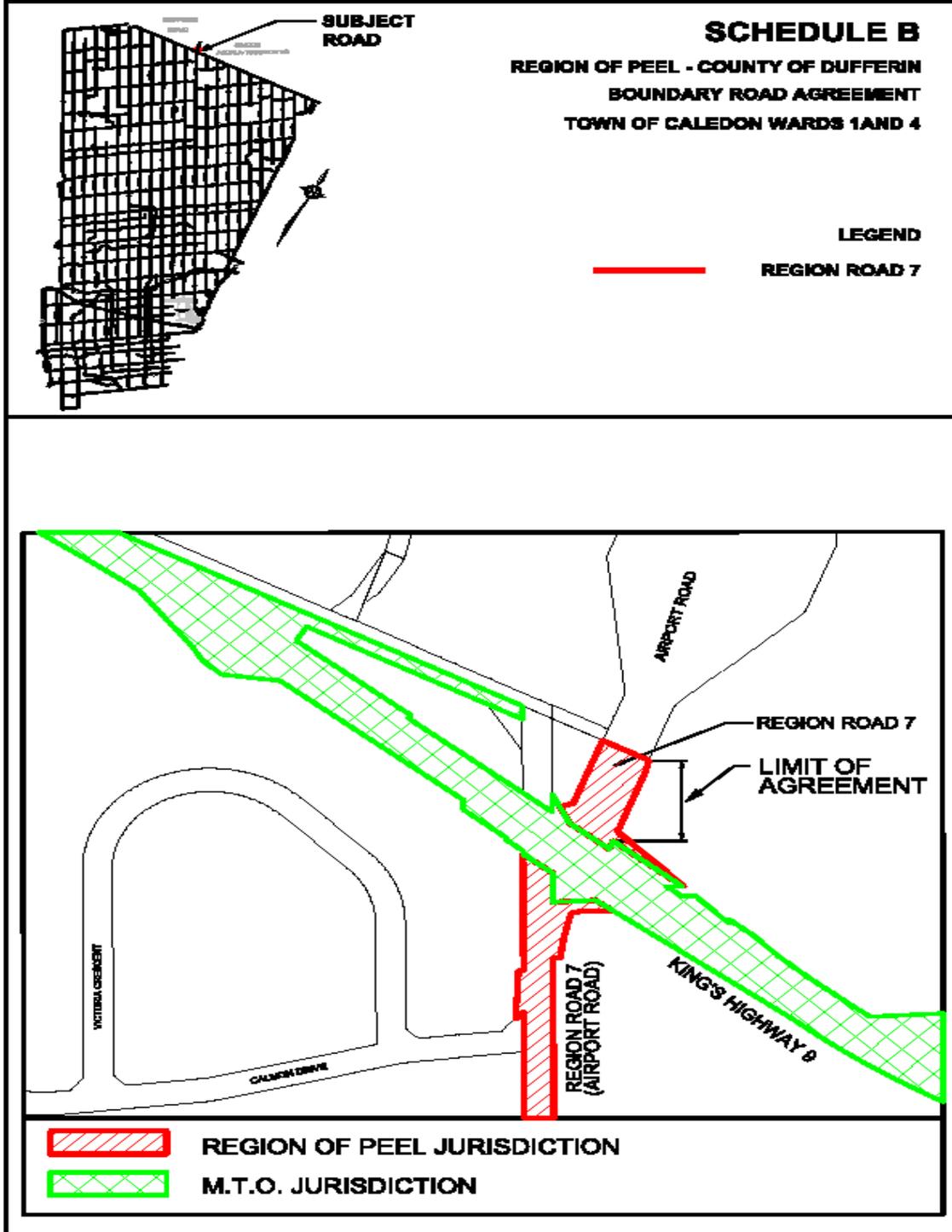
I have authority to bind the Regional Corporation

SCHEDULE A

REGIONAL ROAD 23 & REGIONAL ROAD 136



SCHEDULE B
REGIONAL ROAD 7



SCHEDULE C

TRAFFIC CONTROL DEVICES

(a) Traffic Control Devices to be Operated, Maintained and Repaired by Peel:

None.



REPORT TO COMMITTEE

To: Chair Currie and Members of Infrastructure and Environmental Services Committee

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

Meeting Date: March 28, 2019

Subject: 2017 Waste Diversion Rate - Datacall Results

In Support of Strategic Plan Priorities and Objectives:

Economic Vitality: 1.3 Promote conservation and environmental sustainability

Purpose

The purpose of this report is to update Committee and Council on Dufferin County's 2017 Resource Productivity and Recovery Authority (formerly Waste Diversion Ontario) Datacall results for the fifth year of the program.

Background & Discussion

With the assumption of countywide waste collection on January 1, 2013, Dufferin County became responsible for consolidated reporting to the Resource Productivity and Recovery Authority through the Municipal Datacall. Annually, municipalities are required to provide recycling and waste tonnages, program costs and revenues as well as other general program details to be eligible for Blue Box program funding through Stewardship Ontario.

Based on reporting, respective program details and program outcomes such as diversion rates are calculated. This data can be compared within a municipal group to help gauge a given years' diversion or efficiency relative to similar municipalities. Dufferin County is in the Rural Regional Municipal Group 4, which consists of 15 municipalities of similar size, population density, program service, etc. (see attached).

Datacall results arrive within one year of reporting and therefore 2017 rates, reported in 2018, are now available.

A municipality's diversion rate is representative of the percentage of waste material by weight prevented from going to landfill through streams other than garbage collection. This includes Blue Box, Green Bin, Yard Waste, Household Hazardous Waste and other diversion programs. **Dufferin's 2017 diversion rate is 57.4%.**

This 57.4% diversion rate means the following for Dufferin County:

- Second highest diversion rate of 15 municipalities within Group 4 (previously tied for first in 2016);
- Eighth highest diversion rate in the province compared to 109 programs (previously third in 2016);
- A decrease of 2.7% from Dufferin's 2016 diversion rate of 60.1%.

Variables that contribute to this minor decrease in diversion include:

- Increased garbage tonnage partially due to growth and household count;
- Nearly static recycling tonnage related to:
 - Ongoing light weighting as producers work to reduce the amount of material needed for packaging. For example, over the past five years, the amount of plastic to produce one bottle has reduced by nearly 50%.
 - Scavenging of heavier and valuable materials including metals.
- Decreased organics tonnage;
- Decreased yard waste and leaf tonnage resulting from typical variations in annual growth and weather conditions.

Similar to last year, only 20 of the 109 reporting programs across Ontario achieved a diversion rate greater than 50%. The provincial average for 2017 was 49.7%.

Staff continue to work on key objectives of the Long-Term Waste Management Strategy in the effort of maximizing diversion. This will include promotional campaigns to increase Green Bin participation, reduce Blue Box contamination, reduce food waste, and the introduction of some complementary programs over the next years.

Financial, Staffing, Legal, or IT Considerations

The Blue Box funding allocation for 2017 will be available later this summer. This funding helps offset the County's program costs.

Strategic Direction and County of Dufferin Principles

Reporting to the Datacall provides program data relative to similar municipalities. Through reviewing this data, Dufferin is able to monitor success of the specific priorities outlined in the Corporate Strategic plan to increase the overall County waste diversion rate 1.3.2. The Dufferin County principles are adhered to as follows:

1. We Manage Change – participating in the Datacall to ensure that program information can be monitored in the effort of improving systems;
2. We Deliver Quality Service – utilizing Datacall results to assist in setting future program goals;
3. We Communicate – sharing Datacall results to highlight ongoing success with diversion;
4. We Make Good Decisions – exploring details of municipal waste programs that achieved high program ratings through the Datacall to assist in future planning.

Recommendation

THAT Report, 2017 Waste Diversion Rate - Datacall Results, from the Director of Public Works/County Engineer, dated March 28, 2019, be received.

Respectfully Submitted By:

Original signed by,

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

<i>GROUP RANKING</i>	<i>MUNICIPALITY</i>	<i>2017 DIVERSION RATE</i>
1	KINGSTON, CITY OF	60.7%
2	DUFFERIN, COUNTY OF	57.4%
3	QUINTE WASTE SOLUTIONS	55.3%
4	OXFORD, RESTRUCTURED COUNTY OF	50.7%
5	PETERBOROUGH, COUNTY OF	49.0%
6	MUSKOKA, DISTRICT MUNICIPALITY OF	46.1%
7	GREATER SUDBURY, CITY OF	44.2%
8	NORTHUMBERLAND, COUNTY OF	40.9%
9	WELLINGTON, COUNTY OF	39.4%
10	BLUEWATER RECYCLING ASSOCIATION	37.6%
11	KAWARTHA LAKES, CITY OF	43.1%
12	CHATHAM-KENT, MUNICIPALITY OF	34.9%
13	NORTH BAY, CITY OF	31.7%
14	BRUCE AREA SOLID WASTE RECYCLING	25.7%
15	NORFOLK, COUNTY OF	n/a*
<i>AVERAGE GROUP 4 - DIVERSION RATE</i>		

*n/a – not available



REPORT TO COMMITTEE

To: Chair Currie and Members of Infrastructure and Environmental Services Committee

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

Meeting Date: March 28, 2019

Subject: Capital Project Update – March 2019

In Support of Strategic Plan Priorities and Objectives:

Service Excellence: 4.1 Close the infrastructure gap.

Purpose

The purpose of this report is to provide Committee and Council with an update regarding the 2019 Public Works - Transportation Capital Projects.

Background & Discussion

As part of the County's 2019 proposed Capital budget, the following roadwork has been approved for completion in 2019 (see attached map).

Item No.	Location	Description	Length (km)	From/To	Status	Construction Start	Anticipated Completion
R1	DR10	Resurfacing and Select Culvert Replacements	5.3	Hornett Lane to Mono -Amaranth Townline, Amaranth	Issued for Tender	Spring 2019	Fall 2019
R2	DR23	Resurfacing and Select Culvert Replacements	2.0	Dufferin Road 23 to Peel Road 136, Orangeville	Issued for Tender	Spring 2019	Fall 2019
R3	DR16	Asphalt Overlay	3.6	Hanson Blvd. to 5 Sideroad, Blind Line to Hawthorne Cr., Amaranth / Mono	Issued for Tender	Spring 2019	Fall 2019
R4	DR21	Resurfacing and Select Culvert Replacements	5.4	2 nd Line West to 2 nd Line East, Mulmur	Issued for Tender	Spring 2019	Fall 2019

Item No.	Location	Description	Length (km)	From/To	Status	Construction Start	Anticipated Completion
R5	DR21	Staged Reconstruction	0.7	4 th Line to 5 th Line Melancthon	Scheduled	Summer 2019	Summer 2019
R6	DR17	Resurfacing and Select Culvert Replacements	6.5	Dufferin Road 124 to Hwy 10, Melancthon	Issued for Tender	Spring 2019	Fall 2019
R7	DR11	2018 Remaining Work	4.4	25 Sideroad to 2 nd Line, Amaranth	Scheduled	Spring 2019	Spring 2019
Total Road Length (km)			27.9				

As part of the County's 2019 Capital budget, the following bridge/large culvert work has been approved for completion in 2019 (see attached map).

Item No.	Location	Structure	Action	Status	Construction Start	Anticipated Completion
S1	DR5, 60m West of 10 th Line East Garafraxa	Curtis Culvert Culvert 004-0902	Rehabilitate	Document Preparation	Summer 2019	Fall 2019
S2	DR18, 280m North of Hwy 9	Humber Culverts Culvert 004-0148	Rehabilitate	Document Preparation	Summer 2019	Fall 2019
S3	DR3, 145m West of 12 th Line East Garafraxa	Culvert 062242XC	Rehabilitate	Document Preparation	Summer 2019	Fall 2019
S4	East/West Luther Townline, 1.7km south of Hwy 89	Extra T-Beam Bridge	Replace	Document Preparation	Summer 2019	Fall 2019

Item number R7, the Dufferin County Road 11 project, is a carryover work from a 2018 project for completion in 2019. This results from projects running into a seasonal period where conditions were not dependably conducive to a quality product. This postponement of work ensures a quality final product.

Financial, Staffing, Legal and IT Considerations

Funds for all projects are provided through the 2019 Capital Budget.

Strategic Direction and County of Dufferin Principles

Performing Capital road/bridge rehabilitation directly supports the strategic objective to close the infrastructure gap. The Dufferin County principles are adhered to as follows:

1. We Manage Change – addressing the infrastructure gap while being cognisant of economic conditions;
2. We Deliver Quality Service – administering high quality, cost-effective Capital projects that reflect the needs of the community;
3. We Communicate – by sharing timely and accurate project updates through Council and posting notices for the community;
4. We Make Good Decisions – by performing thorough preliminary investigations that ensure informed and thoughtful project decisions that are reflective of the needs of those affected.

Recommendation

THAT Report, Capital Project Update – March 2019, from the Director of Public Works/County Engineer, dated March 28, 2019, be received.

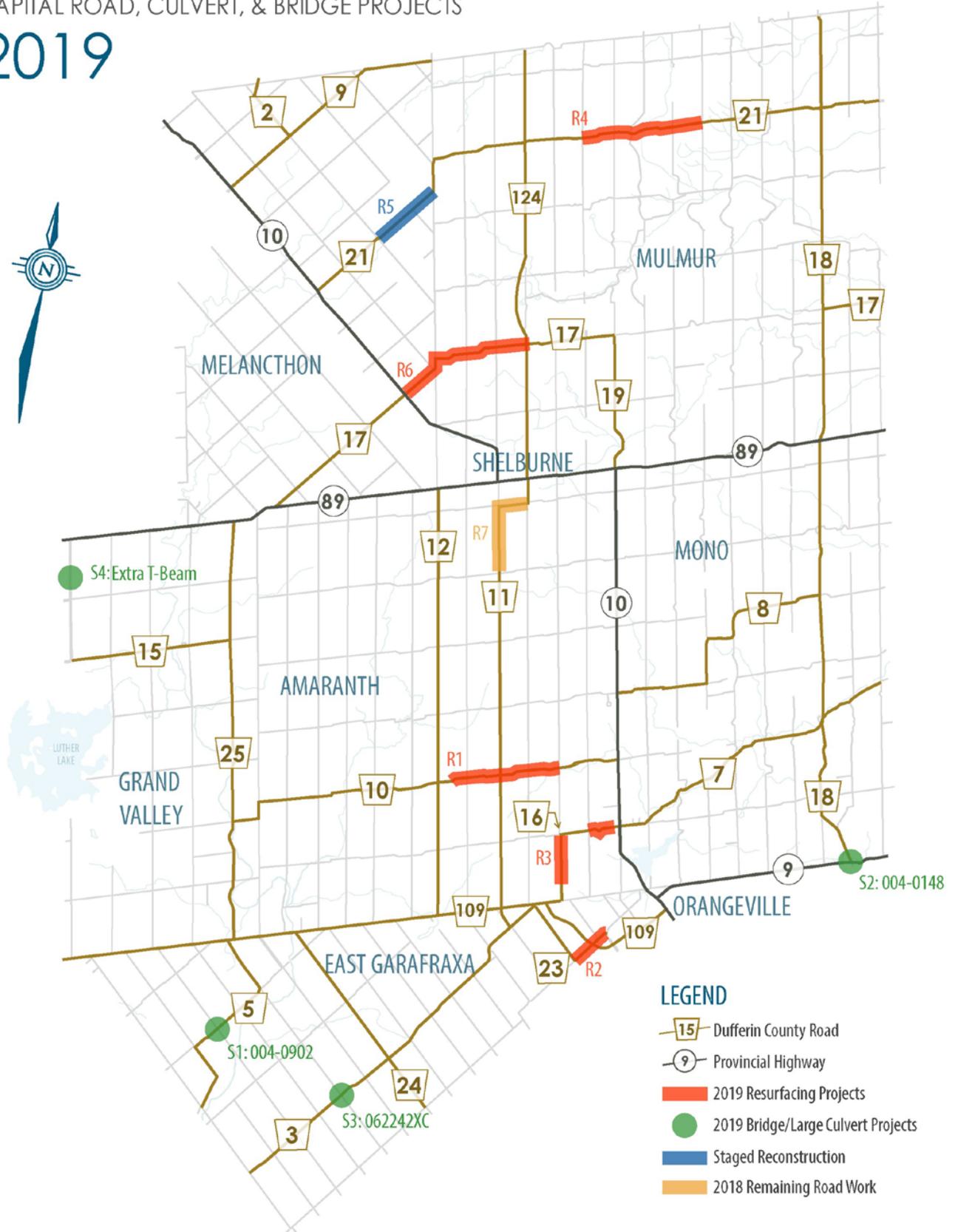
Respectfully Submitted By:

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



CAPITAL ROAD, CULVERT, & BRIDGE PROJECTS

2019





THE CORPORATION OF THE TOWNSHIP OF AMARANTH

NUMBER _____

MOVED BY:

Paul Steel

DATE: March 20, 2019

SECONDED BY:

Will Currie

BE IT RESOLVED THAT:

That the Township of Amaranth request to the County of Dufferin that the intersection at County Road 11, 2nd Line and 30 Sideroad be a 4 way stop.

Defeated

Carried

Head of Council

Chris Gerrits

Recorded Vote

Yea

Nay

Abstain

Deputy Mayor Chris Gerrits

Councillor Heather Foster

Councillor Gail Little

Councillor Mark Tijssen

Mayor Bob Currie