

CORPORATION OF THE COUNTY OF DUFFERIN


BY-LAW NUMBER 2020-28

A BY-LAW TO AUTHORIZE THE WARDEN AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWN OF ORANGEVILLE. (Winter Maintenance Agreement)

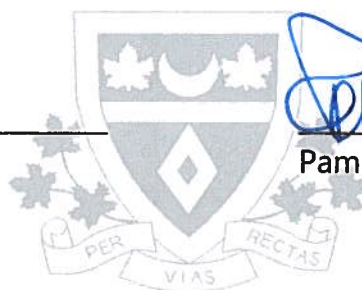
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:


1. That the Agreement between the Corporation of the County of Dufferin and the Corporation of the Town of Orangeville, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 12th day of March, 2020.



Darren White, Warden





Pam Hillock, Clerk

**WINTER MAINTENANCE AGREEMENT
2019 to 2024**

THIS AGREEMENT is made this 12 day of March, ~~2019~~ 2020.

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN

Herein after referred to as "Dufferin County"

- and -

THE CORPORATION OF THE TOWN OF ORANGEVILLE

Herein after referred to as "Orangeville"

WHEREAS Dufferin County has jurisdiction over Dufferin Road 23, which is located within Dufferin County;

WHEREAS Orangeville has jurisdiction over Riddell Road, which is located within the Town of Orangeville;

AND WHEREAS Orangeville and Dufferin County wish to enter into an Agreement to allow an exchange of winter maintenance activities and obligations on the aforementioned roads;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

1. Definitions

- 1.1. "Agreement" means this Agreement and all of its appending schedules.
- 1.2. "Winter Maintenance Season" means the continuous period of time between the 1st day of October and the 30th day of April.

2. Term and Termination

- 2.1 This Agreement shall be effective on the date that it is signed by both parties and shall continue until April 30, 2024 (hereinafter, the "Term").
- 2.2 Notwithstanding 2.1., this Agreement may be terminated by either party during the period of May 1 to August 31 in any year in which this Agreement is current, upon thirty (30) days written notice.

3. Roads Subject to this Agreement

	Road Name	Location Description
a.	Riddell Road	From Dufferin Road 23 to Dufferin 16 *See Attached Map in Schedule "A"
b.	Dufferin Road 23	From Region of Peel Road 136 to Dufferin Road 3 *See attached Map in Schedule "B"

4. Obligations of Dufferin County

4.1 With respect to the road identified within this Agreement as 3. a.:

- a. Dufferin County shall be responsible for all removal of snow from the traveled portion of the road and shoulders, as required.
- b. Dufferin County shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road

conditions of the road, during each Winter Maintenance Season throughout the Term of the Agreement.

- c. Dufferin County shall attend to snow, freezing rain or icy conditions that occur outside of the Winter Maintenance Season throughout the Term of this Agreement. Both parties acknowledge that the level of service provided shall meet the minimum standards set forth in regulations made by the Minister of Transportation pursuant to section 44(4) of the *Municipal Act, 2001* (the "Minimum Maintenance Standards for Municipal Highways") where such standards apply and in the event that there is no applicable Minimum Maintenance Standard it shall meet the standard of what is reasonable in the circumstances.
- d. Dufferin County shall notify Orangeville of any maintenance requirements not covered by this Agreement including, but not limited to, drainage maintenance, road surface maintenance, debris, and removal of built up snow from intersecting roads as soon as reasonably possible.

5. Obligations of Orangeville

5.1 With respect to the road identified within this Agreement as 3. b:

- a. Orangeville shall be responsible for all removal of snow from the traveled portion of the road and shoulders, as required.
- b. Orangeville shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the road, during each Winter Maintenance Season throughout the Term of the Agreement.
- c. Orangeville shall attend to snow, freezing rain or icy conditions that occur outside of the Winter Maintenance Season throughout the Term of this Agreement. Both parties acknowledge that the level of service provided shall meet the minimum standards set forth in regulations made by the Minister of Transportation pursuant to section 44(4) of the *Municipal Act, 2001* (the "Minimum Maintenance Standards for Municipal Highways") where such standards apply and in the event that there is no applicable Minimum Maintenance Standard it shall meet the standard of what is reasonable in the circumstances.
- d. Orangeville shall notify Dufferin County of any maintenance requirements not covered by this Agreement including, but not limited to, drainage maintenance, road surface maintenance, debris, and removal of built up snow from intersecting roads as soon as reasonably possible.

6. Reimbursement

- 6.1 Dufferin County will reimburse Orangeville a sum of \$5500.00 based on 2 kilometers of road (Townline: between Region of Peel Road 136 and B-Line). Orangeville will invoice Dufferin County for this work by March 31 with payment due by April 30.
- 6.2 For each of the remaining years within the Term of this Agreement, no later than March 31, Orangeville shall invoice Dufferin County for the lump sum amount invoiced the previous year plus a 2% increase. Dufferin County shall pay each annual invoice within 30 days of receipt.

7. Indemnification

- 7.1 Dufferin County agrees to defend, indemnify and save and hold harmless Orangeville from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance of the roads referred to in this Agreement as being the responsibility of Dufferin County to maintain or in respect of any other obligation(s) imposed on Dufferin County under the

terms of this Agreement..

- 7.2 Orangeville agrees to defend, indemnify and save and hold harmless Dufferin County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance of the roads referred to in this Agreement as being the responsibility of Orangeville to maintain, or in respect of any other obligation(s) imposed on Orangeville under the terms of this Agreement.

8. Insurance

- 8.1 Each party shall, at its own expense, obtain and keep in force during the Term of this Agreement, Municipal General Liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars (\$15,000,000) satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- i. inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
- ii. cross liability and severability of Interest clauses;
- iii. non-owned automobile coverage with a limit of at least Ten Million Dollars (\$10,000,000) including SEF 96 (contractual liability);
- iv. Products and completed operations coverage with a limit of not less than Fifteen Million Dollars (\$15,000,000);
- v. A thirty day written notice of cancellation, termination or material change.

- 8.2 Each party shall at its own expense, obtain and keep in force during the Term of this Agreement, Automobile Liability insurance for an amount not less than Ten Million Dollars (\$10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

- 8.3 Each party shall provide the other party with proof of insurance, each year, in the form of certificate of insurance.

- 8.4 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the road(s) which are subject to this Agreement.

9. Force Majeure

- 9.1 Neither Orangeville nor Dufferin County shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of Orangeville or Dufferin County.
- 9.2 Orangeville and Dufferin County agree that in the event of a disaster or FORCE MAJEURE the parties will co-operate and each party will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

10. Governing Law

- 10.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

11. Severability

- 11.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

12. Entire Agreement

- 12.1 This Agreement constitutes the entire agreement between the parties with respect to the winter maintenance for the subject roads and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to winter maintenance for the subject roads except as provided in this Agreement, and the attached Schedules.

13. Waiver and Amendment

- 13.1 Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

14. Successors and Assigns

- 14.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

15. Notice

- 15.1 Any notice required to be given by Orangeville to Dufferin County shall be in writing and shall be sufficiently delivered if given to the County Clerk by personal delivery or prepaid post, c/o the County Clerk, to:

County of Dufferin
55 Zina Street
Orangeville, ON L9W 1E5

- 15.2 Any notice required to be given by Dufferin County to Orangeville shall be in writing and shall be sufficiently delivered if given to the Director of Public Works by personal delivery or prepaid post, c/o the Director of Public Works, to:

Town of Orangeville
87 Broadway Ave.
Orangeville, ON L9W 1K1

- 15.3 Notice delivered by mail shall be deemed to have been received on the fifth (5th) business day following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out above:

THE CORPORATION OF THE COUNTY OF DUFFERIN:



DARREN WHITE, WARDEN, COUNTY OF DUFFERIN

AUTHORIZED BY DUFFERIN COUNCIL

BY-LAW RESOLUTION NO. 2020-28

THE 15th DAY OF March, 2020.



PAM HILLOCK, CLERK, COUNTY OF DUFFERIN

We have the authority to bind the Corporation.

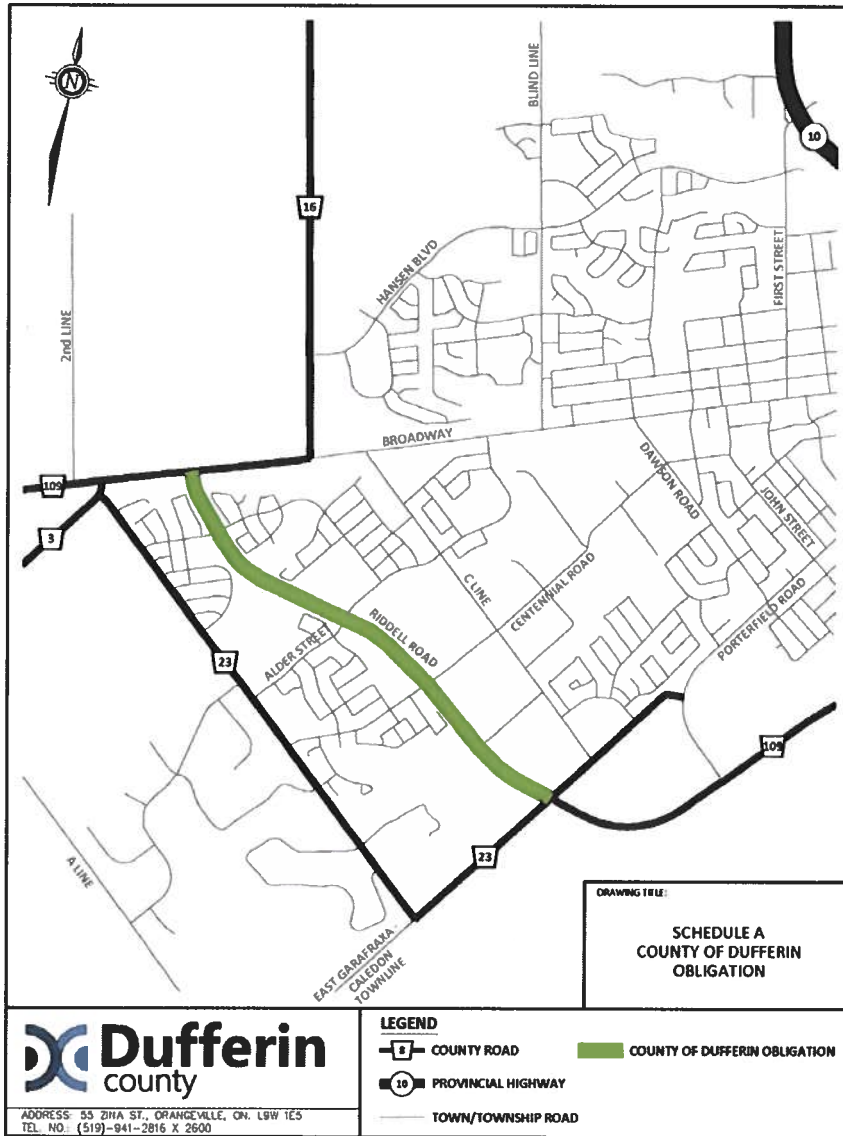
THE CORPORATION OF THE TOWN OF ORANGEVILLE:

SANDY BROWN, MAYOR, TOWN OF ORANGEVILLE

KAREN LANDRY, CLERK, TOWN OF ORANGEVILLE

We have the authority to bind the Corporation

SCHEDULE "A"
Riddell Road Map



SCHEDULE "B"
Dufferin Road 23 Map

