

# **CORPORATION OF THE COUNTY OF DUFFERIN**

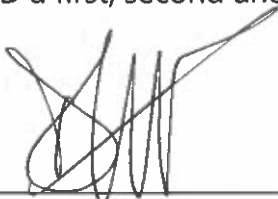
## **BY-LAW NUMBER 2023-61**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE COUNTY OF GREY. (Winter Maintenance Agreement Renewal)**

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

1. That the agreement between the County of Dufferin and the County of Grey, 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 14<sup>th</sup> day of December, 2023.

  
\_\_\_\_\_  
Darren White, Warden  
\_\_\_\_\_  
Michelle Dunne, Clerk

# WINTER MAINTENANCE AGREEMENT 2023/2024 – 2033/34

THIS AGREEMENT is made this 28th day of November, 2023

BETWEEN:

**THE CORPORATION OF THE COUNTY OF DUFFERIN**

Herein after referred to as "Dufferin County"

- and -

**THE CORPORATION OF THE COUNTY OF GREY**

Herein after referred to as "Grey County"

**WHEREAS** Dufferin County has jurisdiction over Dufferin Roads 2 and 9, both of which are located within Dufferin County;

**WHEREAS** Grey County currently has jurisdiction over the boundary road between Grey and Simcoe, known as Grey Road 124, through a boundary road agreement between Simcoe County and Grey County;

**AND WHEREAS** Grey County and Dufferin County wish to enter into an Agreement to allow an exchange of winter maintenance activities and obligations on the aforementioned County 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:

## 1.0 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 1<sup>st</sup> day of October and the 30<sup>th</sup> day of April.

## 2.0 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, 2034 (hereinafter, the "Term").
- 2.2 The term of the Agreement shall be automatically renewed for successive periods of one year unless one party gives notice of termination as per 2.3.
- 2.3 Notwithstanding 2.1., this Agreement may be terminated by either party during the period of May 1<sup>st</sup> to August 31<sup>st</sup> in any year in which this Agreement is current, upon thirty (30) days' written notice.
- 2.4 If, within the Term, the current boundary road arrangement between Grey County and Simcoe County changes, resulting in Grey County no longer having responsibility for the maintenance of the boundary road (Grey Road 124), this Agreement will also be terminated. It will be the responsibility of Grey County to notify Dufferin County in writing immediately of such (pending) change.

## 3.0 Roads Subject to this Agreement

	Road Name	Location Description	Distance One Way
a.	Grey Road 124	From the Melancthon-Osprey Townline, northerly to Grey Road 4 *See Attached Map in Schedule "A"	Approximately 10 kilometres
b.	Dufferin Road 9	From the King's Highway No. 10, easterly to the Melancthon-Osprey Townline on the Grey/Dufferin boundary *See Attached Map in Schedule "B"	Approximately 8 kilometres

c.	Dufferin Road 2	From the Grey/Dufferin boundary at the southern-most tip of Grey Road 2, southerly to Dufferin Road 9 * See Attached Map in Schedule "B"	Approximately 3 kilometres
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#### 4.0 Obligations of Dufferin County

- 4.1 With respect to the road identified within this Agreement as 3. a.:
- Dufferin County shall be responsible for all removal of snow beyond the width of this road and shoulders, as required.
  - Dufferin County shall be responsible to provide snow blowing services required within the right of way of this road, if it deems such services to be necessary.
  - 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 roads, during each Winter Maintenance Season throughout the Term of the Agreement.
  - 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 maintenance 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 Maintenance Standard it shall meet the standard of what is reasonable in the circumstances;
  - Dufferin County shall notify Grey 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 possible.
  - Dufferin County shall invoice Grey County for the cost associated with 50% of the winter maintenance on this section of road by no later than May 31st following each Winter Maintenance Season throughout the Term of this Agreement.
- 4.2 With respect to the roads identified within this Agreement as 3. b. and 3 c.:
- Dufferin County shall be responsible for patrolling on both roads for routine maintenance issues throughout the Term of this Agreement.
  - Dufferin County shall be responsible for the drainage maintenance of both roads including, but not limited to, the clearing of ditches, curbs, gutters, catch basins, and storm drains.
  - Dufferin County shall be responsible for the road surface maintenance of both roads, including the repair of potholes, cracks, and depressions.

#### 5.0 Obligations of Grey County

- 5.1 With respect to the roads identified within this Agreement as 3. b. and 3.c.:
- Grey County shall be responsible for all removal of snow from the traveled portion of the roads and shoulders, as required.
  - Grey County shall be responsible to provide snow blowing services required within the right of way of both roads, if it deems such services to be necessary.
  - Grey 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 roads, during each Winter Maintenance Season throughout the Term of the Agreement.
  - Grey 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 maintenance 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 Maintenance Standard it shall meet the standard of what is reasonable in the circumstances;

- e. Grey County 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.

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

- a. Grey County shall be responsible for patrolling on this road for routine maintenance issues throughout the Term of this Agreement.
- b. Grey County shall be responsible for the drainage maintenance of this road including, but not limited to, the clearing of ditches, curbs, and gutters, catch basins, and storm drains.
- c. Grey County shall be responsible for the road surface maintenance of this road, including the repair of potholes, cracks, and depressions.

## 6.0 Reimbursement

- 6.1 In acknowledgement of Grey County performing winter maintenance of the roads identified within this Agreement as 3.b. and 3.c, Dufferin County agrees to waive 50% of its winter maintenance costs associated with Grey Road 124.
- 6.2 Dufferin County shall invoice Grey County for the lump sum amount of \$50,237.06 no later than May 31, 2024, representing approximately 50% of the total costs for winter maintenance on Grey Road 124 as described in Section 3.a (or \$10,047.12 / 2-ln km). Pursuant to Section 6.1 above, the remaining 50% of winter maintenance costs relating to Grey Road 124 is hereby waived as reimbursement for Grey County's costs for winter maintenance of the roads identified as 3.b. and 3.c (or \$4,567.01 / 2-ln km).
- 6.3 For each of the remaining years within the Term of this Agreement, no later than May 31, Dufferin County shall invoice Grey County for the lump sum amount invoiced the previous year plus a 2% increase. Grey County shall pay each annual invoice within 30 days of receipt.

## 7.0 Indemnification

- 7.1 Dufferin County agrees to defend, indemnify and save and hold harmless Grey 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 road 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 under the terms of this Agreement.
- 7.2 Grey County 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 Grey County to maintain, or in respect of any other obligation(s) imposed on Grey County under the terms of this Agreement.

## 8.0 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:
- a. Inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
  - b. Cross liability and severability of Interest clauses;
  - c. Non-owned automobile coverage with a limit of at least Ten Million Dollars (\$10,000,000) including SEF 96 (contractual liability);
  - d. Products and completed operations coverage with a limit of not less than Fifteen Million Dollars (\$15,000,000);
  - e. 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.

## 9.0 Force Majeure

- 9.1 Neither Grey County 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 Grey County or Dufferin County.
- 9.2 Grey County 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.

## 10.0 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.

## 11.0 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.

## 12.0 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.

## 13.0 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.

## 14.0 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.

## 15.0 Notice

- 15.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For Dufferin County:

County of Dufferin  
30 Centre Street,  
Orangeville, ON L9W 1X2  
Fax: 519-941-4565  
Email: [clerk@dufferincounty.ca](mailto:clerk@dufferincounty.ca)

For Grey County:

County Clerk  
County of Grey Administration Building  
595 9th Ave East  
Owen Sound, ON N4K 3E3  
Fax: 519-376-8998  
Email: [countyclerk@grey.ca](mailto:countyclerk@grey.ca)

- 15.3 If delivered in person, it will need to be between 9:00 AM and 4:30 PM, Monday to Friday excluding statutory holidays or other business closure periods. Hand delivered notices will be considered received on the business day of delivery. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed as received.

## 16.0 Dispute Resolution

- 16.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act, 1991.

**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:**



\_\_\_\_\_  
WADE MILLS, WARDEN, COUNTY OF DUFFERIN



\_\_\_\_\_  
Michelle Dunne (Nov 30, 2023 10:55 EST)

\_\_\_\_\_  
MICHELLE DUNNE, CLERK, COUNTY OF DUFFERIN

We have the authority to bind the Corporation.

**THE CORPORATION OF THE COUNTY OF GREY:**



\_\_\_\_\_  
BRIAN MILNE, WARDEN, COUNTY OF GREY



\_\_\_\_\_  
Tara Warder (Nov 28, 2023 10:53 EST)

\_\_\_\_\_  
TARA WARDER, CLERK, COUNTY OF GREY

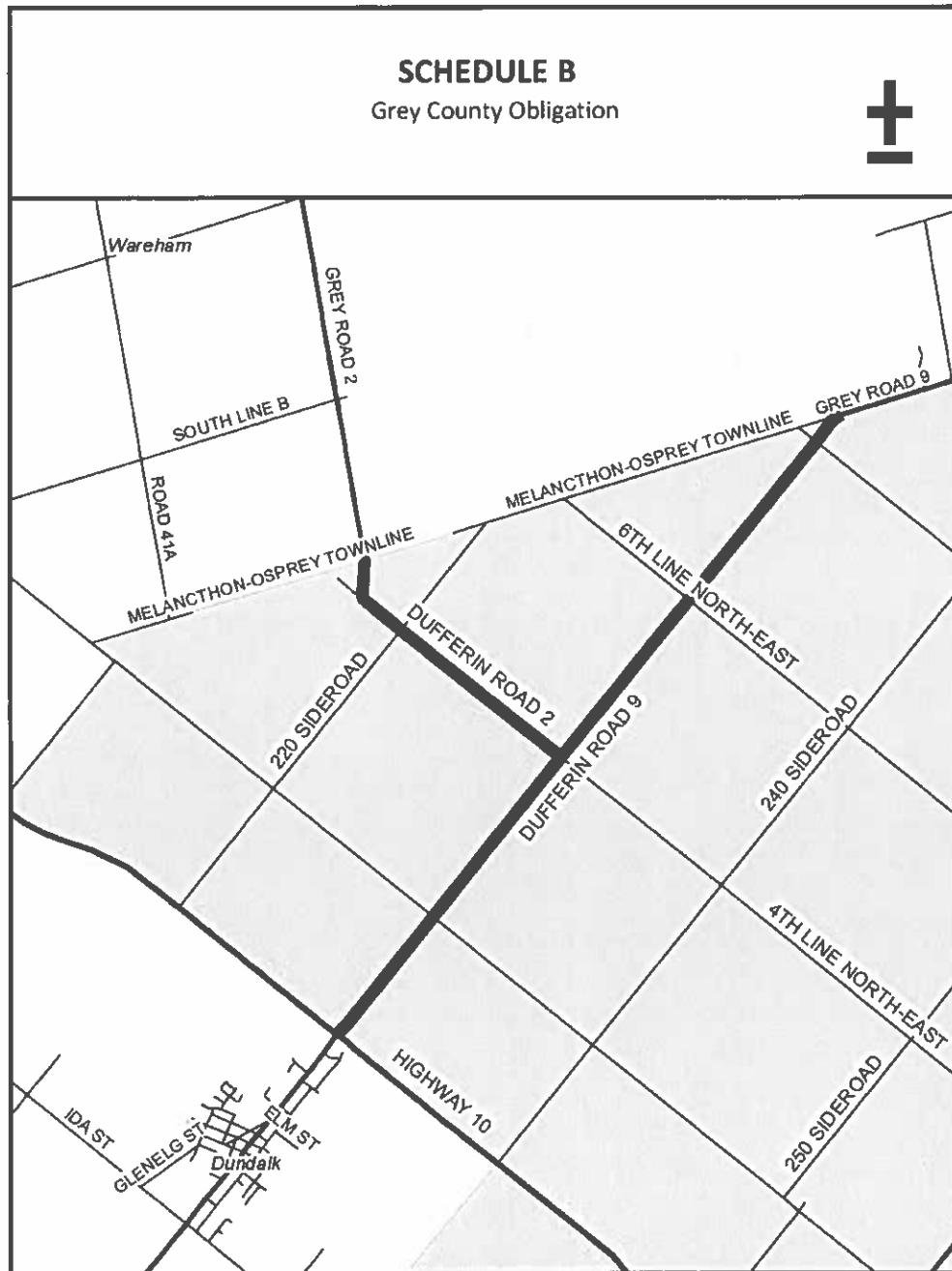
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# Schedule A Grey Road 124 Map





Schedule B  
Dufferin Road 9 and 2 Map



## **Schedule C**

### **1.0 RWIS Stations**

- 1.1 Dufferin County will have access to the RWIS information at the Grey Road 9 and Grey Road 124 RWIS Station.

### **2.0 Cameras**

- 2.1 Dufferin County will have access to the camera images at Grey Road 9 and Grey Road 124 and the camera images at Grey Road 4 and Grey Road 124.

### **3.0 Financials**

- 3.1 Dufferin County will pay one third of the cost of maintenance and hydro for the RWIS station and cameras. The cost will be determined on an annual basis by Grey County and invoiced to Dufferin County after December 31<sup>st</sup> of each year.