

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2024-49

A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWN OF ORANGEVILLE. (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 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 14th day of November, 2024.

Original signed by:

Darren White, Warden

Original signed by:

Michelle Dunne, Clerk



**Winter Maintenance Agreement
2024 to 2029**

THIS AGREEMENT is made this 4th day of November, 2024.

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, 2029 (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 \$6,100.00 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