

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2024-53

### **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 TOWN OF GRAND VALLEY. (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 Grand Valley, 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 12<sup>th</sup> day of December, 2024.

Original signed by:

\_\_\_\_\_  
Janet Horner, Warden

Original signed by:

\_\_\_\_\_  
Michelle Dunne, Clerk



For a complete copy of the agreement, please contact the Clerk's division.

**WINTER MAINTENANCE AGREEMENT  
2024 to 2029**

**THIS AGREEMENT** is made this   19   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 THE TOWN OF GRAND VALLEY**

Herein after referred to as "Grand Valley"

**WHEREAS** Dufferin County has jurisdiction over Dufferin Road 15, which is located within Dufferin County;

**WHEREAS** Grand Valley has jurisdiction over the Connecting Link through Grand Valley from The Rail Trail crossing at the south end to 50m north of Fife Road at the north end;

**AND WHEREAS** Grand Valley 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**

	<b>Road Name</b>	<b>Location Description</b>
a.	Connecting Link	Through Grand Valley from The Rail Trail crossing at the south end to 50m north of Fife Road at the north end *See Attached Map in Schedule "A"
b.	Dufferin Road 15 (class 4)	Dufferin Road 25 to East-West Luther Townline *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, 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 roads, 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 Grand Valley 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 Grand Valley**

##### **5.1 With respect to the roads identified within this Agreement as 3. b:**

- a. Grand Valley shall be responsible for all removal of snow from the traveled portion of the road and shoulders, as required.
- b. Grand Valley 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.
- c. Grand Valley 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. Grand Valley 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 agrees to provide Grand Valley 2 loads (approx. 80 tonne total) of road salt annually.

#### **7. Indemnification**

- 7.1 Dufferin County agrees to defend, indemnify and save and hold harmless Grand Valley 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)