

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 14th day of December, 2023.

Original signed by:

Darren White, Warden



Michelle Dunne, Clerk

**WINTER MAINTENANCE AGREEMENT
2023/2024 – 2033/34**

THIS AGREEMENT is made this _____ day of _____, 20__.

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 1st day of October and the 30th 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 1st to August 31st 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.:
- a. Dufferin County shall be responsible for all removal of snow beyond the width of this road and shoulders, as required.
 - b. 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.
 - c. 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.
 - d. 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;
 - e. 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.
 - f. 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.:
- a. Dufferin County shall be responsible for patrolling on both roads for routine maintenance issues throughout the Term of this Agreement.
 - b. 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.
 - c. 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.:
- a. Grey County shall be responsible for all removal of snow from the traveled portion of the roads and shoulders, as required.
 - b. 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.
 - c. 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.
 - d. 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