



REPORT TO COUNTY COUNCIL

FROM: Stephen Gibson, General Counsel
Nicholas Loeb, Director of Legal Services

DATE: July 27, 2023

SUBJECT: County Roads Maintenance Agreement (2023)

RECOMMENDATIONS:

It is recommended that:

1. the within Report to Council, dated July 27, 2023, and entitled "County Roads Maintenance Agreement (2023)", be received and filed;
2. County Council approve the County Roads Maintenance Agreement attached hereto as Schedule "A" as the format for a new County Roads Maintenance Agreements with Elgin's Local Municipal Partners;
3. County Council direct staff to prepare and present draft County Roads Maintenance Agreements based upon the said approved format to each of Elgin's Local Municipal Partners; and,
4. County Council authorize the Warden and Chief Administrative Officer to execute all County Road Maintenance Agreements prepared and presented in accordance with Recommendation 3 above on behalf of the Corporation of the County of Elgin.

INTRODUCTION:

The purpose of this Report is to inform County Council of the consensus reached with its Local Municipal Partners as to the form and content of a new County Roads Maintenance Agreement and, thereafter, both to direct staff to prepare and present Agreements of such form and content to each Local Municipal Partner and authorize execution of such Agreements by the Warden and Chief Administrative Officer on behalf of the County.



BACKGROUND AND DISCUSSION:

Background

By ministerial Order made at the time of municipal restructuring/amalgamation as at January 1, 1998, the constituent lower tier municipalities in Elgin County became obliged to maintain roads and related infrastructure under the jurisdiction and ownership of Elgin County. Through calendar year 2012, the terms of such maintenance relationship were incorporated within a short, summary-style agreement which was found to inadequately detail respective rights, obligations, and operational processes.

Effective as of January 1, 2013, a comprehensive roads maintenance agreement was developed to better express the details of the road maintenance relationship, including and in particular under a statement of Services to be performed by the Local Municipal Partners.

A further iteration of the comprehensive agreement, addressing a number of operational and administrative concerns raised by the Local Municipal Partners, was prepared and signed as of January 1, 2018, for the five year period ending December 31, 2022.


During calendar years 2021 and 2022, Elgin County retained StrategyCorp as a consultant to lead discussions amongst representatives of the County and Local Municipal Partners to address areas of concern identified by the LMPs. StrategyCorp prepared a report detailing its findings and conclusions in respect of such issues and concerns as well as recommendations for addressing these matters within a new County Roads Maintenance Agreement to become effective on January 1, 2023. County Council previously approved such report, adopted its recommendations, and directed staff to prepare an agreement format to reflect same.

Over the past twelve months, with input from Engineering Services and direction from the former General Manager – Engineering, Planning, and Enterprise, Elgin Legal Services has developed an Agreement format in keeping with the report and recommendations of StrategyCorp. To the extent possible, wording suggested by StrategyCorp has been incorporated. Representatives of the Elgin Local Municipal Partners have indicated that the final version of the Agreement format is acceptable.

Discussion

A copy of the consensus draft of the County Roads Maintenance Agreement format is attached as Schedule “A” to this Report to Council.

Attached as Schedule “B1” to this Report to Council is a comparison showing the text of the 2018-2022 Roads Maintenance Agreement to the proposed 2023-2027 Roads Maintenance Agreement, for ease of reference. Attached as Schedule “B2” to this Report to Council is a comparison of the 2018-2022 Roads Maintenance Agreement



Scope of Services to the 2023-2027 Roads Maintenance Agreement Scope of Services, also for ease of reference. These two Schedules show the vast majority of the changes between the two documents, with the other attachments to the Agreement being revised formatting for reporting and wholly new inclusions such as the governance and operational committee terms of reference.

From the perspective of Elgin Legal Services, the most significant elements or aspects of the now-proposed County Roads Maintenance Agreement format include the following:

1. Inclusion of a statement of Guiding Principles, to be utilized for contract interpretation and implementation (Section 1.1).
2. Five-Year Term, commencing as of January 1, 2023, and expiring on December 31, 2027 (Section 3.2)
3. Repair/Maintenance responsibilities extended expressly to include culvert and drainage facilities as well as County Roads, Road Allowances, and Bridges (Section 4.1).
4. Elgin reserves the discretion to assign performance of additional services (being services not specified in the Schedule "C" Scope of Services) to contractors other than the Local Municipal Partner – as reflected in the wording of the Agreement, such additional services **may be, but are not required to be**, offered to the Local Municipal Partner for completion (Section 4.5).
5. Repair/Maintenance Services are to be performed to any applicable standard in the then current Minimum Maintenance Standards established by Province of Ontario. If the relevant Service has no standard in the Minimum Maintenance Standards, the applicable standard for performance is as specified in the Schedule "C" Scope of Services (Sections 4.6 / 4.11).
6. The annual road maintenance allocation for calendar year 2023 is specified for each Local Municipal Partner in its Agreement (Section 5.1) with monthly payments calculated and listed in Schedule "E" to each Agreement.
7. Monthly invoicing, quarterly and annual reporting requirements by the Local Municipal Partners have been revised in keeping with the recommendations of StrategyCorp (Sections 5.1 / 5.2)
8. Inclusion of guiding principles for preparation and delivery of service invoices and reports in keeping with recommendations of StrategyCorp (Section 5.4).
9. Requirement for quarterly joint inspections and inspection reports have been continued as supplemental to monthly inspections by the Local Municipal

Partners but the requirement for monthly reporting of inspections to Elgin has been deleted (sections 8.1 to 8.4).

10. Establishment of Operations and Governance Committees as recommended by StrategyCorp (Section 13 / Schedules “J-1” and “J-2”).
11. Inclusion of detailed listing and depiction of all County Roads, Bridges, Culverts, and Drainage Facilities to which Agreement applies (Schedules “A” and “B”).
12. Inclusion of expanded and more detailed description of all maintenance and repair services to be performed by the Local Municipal Partner pursuant to the Agreement (Schedule “C” Scope of Services). The wording in Schedule “C” involved the most detailed review and most significant revision to address operational concerns raised by the Local Municipal Partners.
13. Inclusion of detailed formats for Monthly Invoices (Schedule “D”), Quarterly Road Works Report (Municipality to County) (Schedule “F”), Year End Financial Statement (Schedule “G”), and Quarterly Inspection Report (County to Municipality) (Schedule “I”).

The attached Agreement format, and the consensus in relation thereto, represents the culmination of extensive effort and cooperation among staff and senior administration of Elgin County and all Local Municipal Partners.

FINANCIAL IMPLICATIONS:

The revised form of Agreement does not have any financial impact. Rather, as reflected in the associated Report to Council from the Director of Engineering Services, the annual cost of maintenance and repair of County Roads infrastructure pursuant to the proposed County Roads Maintenance Agreement is one of the most significant expenditures for Elgin County. The annual cost for calendar year 2023 is set at approximately \$3,745,000.00, without accounting for the cost of additional services. It is noted that the amount of base allocations will be adjusted annually in accordance with the Consumer Price Index or Ontario (All Goods) over the Term of the proposed Agreement.

ALIGNMENT WITH STRATEGIC PRIORITIES:

Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need. <input type="checkbox"/> Exploring different ways of addressing community need. <input checked="" type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth. <input checked="" type="checkbox"/> Fostering a healthy environment. <input checked="" type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future. <input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

Additional Comments: None

LOCAL MUNICIPAL PARTNER IMPACT:

The obligation for performance of maintenance/repair of County road infrastructure, including the associated commitment of local resources, and payment for services provided to fulfil such obligations are presumed to represent matters of impact to all Local Municipal Partners.

COMMUNICATION REQUIREMENTS:

Staff will provide a copy of the approved format to each Local Municipal Partner for their respective Council consideration.

CONCLUSION:

For the reasons set forth in this Report, Elgin staff recommends approval of the consensus format for the County Roads Maintenance Agreement and direction to prepare and deliver a customized version of such Agreement to each Local Municipal Partner for consideration and approval by local Municipal Councils.

To facilitate execution of such contemplated Agreements on behalf of the Corporation of the County of Elgin, Elgin Legal services also seeks authorization for execution of each specific Agreement by the Warden and Chief Administrative Officer.



All of which is Respectfully Submitted

Stephen Gibson, General Counsel

Nicholas Loeb,
Director of Legal Services

Approved for Submission

Don Shropshire
Chief Administrative Officer



Schedule "A"

COUNTY ROADS MAINTENANCE AGREEMENT

THIS AGREEMENT made effective, in quadruplicate, as of the 1st day of January, 2023.

B e t w e e n:

CORPORATION OF THE COUNTY OF ELGIN
(hereinafter called the "County")

OF THE FIRST PART

– and –

NAME OF MUNICIPALITY
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS:

- a) The County has, by by-law, established certain roads or public highways located within its boundaries and, further thereto, incorporated such roads, highways, and related bridge facilities into its arterial road system;
- b) The Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereinafter the "Municipal Act"), permits a municipality to enter into agreements for the joint management and operation of, among other things, a road system;
- c) By Order made by Allan Leach, Minister of Municipal Affairs and Housing on May 15, 1997 and effective January 1, 1998, the responsibility for among other things, maintenance of the County road system was transferred from the County to lower-tier municipalities;
- d) The County and the Municipality as identified above have reached agreement as to the terms by which the Municipality shall undertake such maintenance responsibilities in respect of roads, highways, and related bridge, culvert, and drainage facilities incorporated in the County road system and which are located within the boundaries of the Municipality;

NOW THEREFORE this Agreement witnesseth that, in consideration of the mutual covenants herein contained and upon the terms and conditions expressed herein, the parties hereto agree with each other and their respective administrators, successors, and assigns as follows:

1.0 General

Guiding Principles

- 1.1** For purposes of interpretation and implementation of the provisions of this Agreement, the parties hereto agree that the guiding principles of such provisions include but are not necessarily limited to the following:
- (i) The Municipality shall deliver the Services contemplated by this Agreement to the standards outlined herein, including, when and where applicable, to the then current minimum maintenance standards as established by the Province of Ontario, currently as prescribed in O.Reg. 239/02, as amended, entitled "Minimum Maintenance Standards for Municipal Highways" as may be further amended, updated, and/or replaced.

- (ii) The Municipality shall deliver the Services contemplated by this Agreement to the applicable standards as outlined herein, irrespective of annual operating cost fluctuations.
- (iii) The Municipality shall have the discretion and flexibility to perform the Services contemplated by this Agreement utilizing any service delivery method or methods it chooses, so long as the standards outlined herein are satisfied.
- (iv) The annual compensation payable to the Municipality as contemplated by this Agreement is intended to provide fair, reasonable, and sufficient payment for the anticipated average costs of road maintenance and repair Services to be delivered by the Municipality during an average calendar year.
- (v) The Municipality will be entitled to receive the full amount of annual compensation as contemplated by this Agreement, irrespective of annual operating cost fluctuations.
- (vi) In its discretion, the Municipality shall have and exercise financial control over annual compensation contemplated by and received under this Agreement, including the ability to appropriate all or any part of such compensation to municipal operations and/or resources as it chooses or deems reasonable.

Schedules

1.2 The following schedules are attached to and shall form part of this Agreement:

- (i) Schedule "A" referred to as a detailed description of roads and bridge/culvert/drainage facilities for which maintenance/repair services are required in the Municipality;
- (ii) Schedule "B" referred to as a sketch identifying location of relevant County roads and bridge/culvert/drainage facilities in the Municipality;
- (iii) Schedule "C", referred to as Scope of Services;
- (iv) Schedule "D" referred to as Monthly Invoice Format;
- (v) Schedule "E" referred to as Payment Schedule;
- (vi) Schedule "F" referred to as Quarterly Road Works Report (Municipality to County) Format;
- (vii) Schedule "G" referred to as Year-End Financial Statement (Municipality to County) Format;
- (viii) Schedule "H" referred to as the Winter Road Salt Use and Winter Control Operations Questionnaire Format;
- (ix) Schedule "I" referred to as Quarterly Inspection Report (County to Municipality) Format;
- (x) Schedule "J-1" referred to as Terms of Reference - Operations Committee; and,
- (xi) Schedule "J-2" referred to as Terms of Reference - Governance Committee.

For purposes of clarity and with respect to Schedule "C" (including the appendix thereto) above, it is agreed and acknowledged that the obligations, duties, requirements, and standards hereunder must be read and interpreted in conjunction with the complete text of this Agreement, including but not limited to s. 1.1 above as well as established principles of contract interpretation.

2.0 Definitions

2.1 For purposes of this Agreement,

2.1.1 "Road", "County Road", or "Road Allowance" shall have identical meaning and shall include that area of land comprising and recognized as a public road allowance at law, including but not limited to the travelled and untravelled portions of any road, highway, street or public right-of-way.

2.1.2 "County Superintendent" shall mean the Director of Engineering Services for the County of Elgin or his or her designate or designates.

"Municipal Superintendent" shall mean the Manager of Public Works for the Municipality or his or her designate or designates.

3.0 Term

3.1 The parties agree that this Agreement shall come into effect as of the 1st day of January, 20XX, which date shall hereinafter be referred to as the "Commencement Date".

3.2 This Agreement shall commence on the Commencement Date and shall continue until the 31st day of December, 20XX (the "Term") at which time it shall terminate; provided that the parties, by written Agreement executed prior to December 31, 20XX, may extend the Term hereof for a further five (5) year period, commencing on the 1st day of January, 20XX, and ending on the 31st day of December, 20XX.

4.0 Maintenance/Repair Services

4.1 The Municipality hereby agrees to maintain and keep in repair those Road Allowances and bridge/culvert/drainage facilities, as identified on Schedule "A" and "B" hereto.

4.2 For purposes of clarity, attached as Schedule "B" to this Agreement is a sketch generally identifying the Roads and bridge/culvert/drainage facilities which are the subject of this Agreement and the maintenance and repair obligations set forth in clause 4.1 above. In the event of a conflict between the provisions of Schedules "A" and "B" hereto, the provisions of Schedule "A" shall prevail.

4.3 For purposes of clarity,

4.3.1 where a County Road intersects a road owned by or otherwise under the jurisdiction of the Municipality, the continuation of the County Road to its full width across the road so intersected is considered part of the County Road.

4.3.2 where a County Road intersects a Provincial Highway owned or otherwise under the jurisdiction of the Province of Ontario and/or the Ministry of Transportation - Ontario, the continuation of the said Provincial Highway to its full width across the County Road so intersected is deemed to be part of the Provincial Highway and not part of the County Road and, as such, is not subject to the obligations set forth in this Agreement.

4.4 Subject to s. 4.10 below, the Municipality covenants to perform maintenance/repair services upon those Road Allowances and bridge/culvert/drainage facilities identified in Schedules "A" and "B" hereto, at all times utilizing competent supervisors and workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement. The maintenance/repair services to be provided by the Municipality and the standards to which such Services are to be provided are

as identified and/or contemplated by the Scope of Services as attached as Schedule "C" hereto, which Schedule further includes photocopies of relevant Elgin County maintenance/repair policies as reflecting upon performance of those Services.

- 4.5** Road maintenance/repair services in addition to the Scope of Services identified in Schedule "C" may be performed by the Municipality by mutual agreement between the Municipal Superintendent and the County Superintendent. In the event that additional services beyond those provided for in Schedule "C" to this Agreement or otherwise at law, are required by the County, the County Superintendent may, but is not required to, identify such services to the Municipal Superintendent and the Municipality, through the Municipal Superintendent, and the Municipality, through the Municipal Superintendent, shall have the option of either seeking to perform such work or declining to perform such work. In the event that the Municipality seeks to perform such work and save and except in the case of an emergency as determined by the County Superintendent in his unfettered discretion, the County Superintendent, or his designate, shall deliver a written scope of intended additional services to the Municipality by the Municipal Superintendent. If the Municipality thereafter seeks to perform such services, the Municipal Superintendent shall prepare and deliver a written cost estimate to the County Superintendent, who shall have the option of either accepting the said cost estimate or rejecting such estimate, in which former case, the accepted estimate shall constitute the mutual agreement for such additional services between the parties as referred to above. In the event that the Municipality, in the first instance, rejects the opportunity to seek to perform such additional services or the County, in the second instance, rejects the written estimate prepared and delivered by the Municipal Superintendent, then in either such instances, the County shall be at liberty to arrange for the additional services to be performed by a third party contractor other than the Municipality.

Without limiting the generality of the foregoing, in the case of an emergency as determined by the County Superintendent and without restricting the authority of the County Superintendent to retain a third party contractor to perform the required work, the requirement for delivery of a written scope of intended additional services is waived and the County Superintendent and the Municipal Superintendent may agree that the Municipality shall perform such additional services as is required to address the said emergency, under which agreement the said additional services may be costed and invoiced by the Municipality to the County on a time and materials basis, with administrative surcharge(s) not exceeding five percent (5%) of the cost of such services prior to accrual of taxes; provided at all times that, prior to performance of any such additional services, the terms of such arrangement, including but not limited to costing and invoicing on a time and materials basis, must be confirmed in writing, including by exchange of email, between the County Superintendent and Municipal Superintendent.

In those circumstances in which additional maintenance/repair services are completed by a third party contractor, the County shall take all reasonable steps to ensure that such Works are at all times rendered by workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement and otherwise overseen by competent supervisors and, furthermore and at all times, that such Works shall satisfy any and all applicable provincial and/or Municipality standards, whichever is higher.

In those circumstances in which such additional maintenance/repair services are completed by the Municipality and the Municipal Superintendent is of the opinion that certain road maintenance/repairs are of an emergency nature and that such notice to the County Superintendent is not practical and, as such, the Municipal Superintendent shall have the right to arrange for and complete those emergency services and shall thereafter notify the County Superintendent within the next working day of the services so provided.

The Municipality shall prepare and deliver an invoice to the County for such additional maintenance/repair services, including any such emergency services, in accordance with paragraph 5.2 below and the County shall pay such invoice in accordance with paragraph 5.3 below.

4.6 With respect to standards to which the Scope of Services set forth in Schedule “C” to this Agreement are to be performed, the parties hereto acknowledge and/or agree as follows:

4.6.1 As and where applicable and unless otherwise indicated, the parties agree to the application of the regulatory standard to the associated maintenance or repair Service as specified within the then current Minimum Maintenance Standards established by the Province of Ontario by Regulation passed pursuant to the Municipal Act. In the event of any change to an applicable regulatory standard(s) by the Province of Ontario, the County Superintendent and Municipal Superintendent shall review such revised standard(s) in relation to the Scope of Services to determine whether the said standards as revised by the Province of Ontario are greater than or less than any applicable requirement(s) of the Scope of Services. In this regard and in the event that the Province of Ontario has revised a standard(s) that is(are) higher than that applicable to or contemplated by the associated maintenance or repair Service(s), then the parties shall adopt those higher performance standards and, if necessary, present to County Council and Municipal Council any amendments required to this Agreement.

4.6.2 The standards for maintenance and/or repair Service(s) not specified within the Minimum Maintenance Standards are to be performed to the standard referenced in Schedule “C” hereto, including but not necessarily limited to an associated policy referenced and/or attached thereto. Any change in such standard requires the consent of both parties hereto and a formal written amendment hereto pursuant to s.15.3 herein.

4.7 The County Superintendent and the Municipal Superintendent shall each advise the other of repair and construction works that are scheduled along both County Roads and intersecting Municipal Roads on an annual basis to permit the Municipality the opportunity to arrange its work schedule in anticipation of those works upon any County Road. The County Superintendent shall also provide to the Municipality, for information purposes only and immediately upon granting of such permits or approvals, copies of any written permits or approvals which are granted to third parties by the County Superintendent in respect of work upon or use of any County Road Allowance.

4.8 Without limiting the maintenance obligation of the Municipality as set forth above or herein, the parties acknowledge and agree that the Municipality shall not be called upon to maintain and/or repair a County Road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement where such County Road, bridge/culvert/drainage facility or highway bridge/overpass has been constructed and/or reconstructed by the County or a subcontractor retained by the County to a condition which would fail to meet established County standards for such County Road, bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such construction and/or reconstruction; provided that the Municipality shall be obliged to so maintain and/or repair any such County Road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement at all times after such infrastructure has been remediated to a condition to meet established County standards for such County Road, bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such initial construction and/or reconstruction.

4.9 Further to those maintenance obligations referred to above, the Municipality also agrees to provide routine winter maintenance, including but not

necessarily limited to snow removal and sanding, of highway bridges and overpasses not owned by the County but connecting at least to portions of County Roads. The parties acknowledge that such highway bridges and overpasses are identified in Schedules "A" and "B" to this Agreement and that such facility shall be maintained in accordance with the Scope of Services for Elgin Road System attached as Schedule "C" to this Agreement.

4.10 Notwithstanding that set forth in s.4.4 above but at all times subject to the dispute resolution process detailed in s. 12 below, the parties further agree that in the event of a dispute as to the interpretation of the Scope of Services prescribed by the County for the Elgin Road System, the decision of the County Superintendent, acting reasonably, shall prevail.

4.11 The County and the Municipality, as the case may be and in respect of the various obligations, acknowledgements, and agreements set forth in this s. 4 above, further acknowledge and agree as follows:

4.11.1 Without limiting the generality of that set forth above but subject to the review and adoption process provided for in s. 4.6 above, the Municipality hereby specifically acknowledges and agrees that, unless otherwise indicated, the maintenance and/or repair works undertaken upon County Roads, bridge/culvert/drainage facilities and/or highway bridge/overpass pursuant to this Agreement shall at all times and in all ways satisfy the then current standards established by the Province of Ontario pursuant to the Municipal Act, and/or any Regulations passed thereunder, including but not limited to those standards established and known municipally as Minimum Maintenance Standards. The Municipality hereby further acknowledges and agrees that its road maintenance/repair practices are of a nature and of a quality to satisfy all applicable statutory and/or regulatory obligations or standards for maintenance or repair a highway or associated facilities.

4.11.2 The County hereby specifically acknowledges and agrees that, in arranging for completion of works upon any County Road, bridge/culvert facility, and/or highway bridge/overpass, including the construction or reconstruction thereof, by a third-party contractor,

- (a) it shall use its best efforts to ensure that such works, by design and upon completion and acceptance, shall satisfy all applicable provincial and/or municipal standards for such construction and/or reconstruction;
- (b) it shall utilize appropriate contract documents to satisfy the commitment set forth in subsection (a) above;
- (c) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of the anticipated timing and detail of such works to be performed by a third party contractor upon any County Road, bridge / culvert facility, and/or highway bridge/overpass to which this Agreement applies;
- (d) in circumstances in which deficiencies in the said works are discovered, it shall use its best efforts to seek correction of such deficiencies by the involved contractor, including through reliance upon any warranty provided by such contractor; provided that the County shall at all times have the discretion to choose not to seek correction of such deficiencies by such contractor or in reliance upon such warranty but to seek correction by any other contractor or through any other arrangement.
- (e) during any period of time to which a specific warranty from a third-party contractor who completed Works upon any County Road, bridge/culvert/drainage facility, and/or highway bridge/overpass

shall apply, the Municipality shall not be required to perform maintenance/repair services as contemplated by this Agreement to improve the condition of such Works to meet any applicable provincial and/or municipal standard prior to such Works being accepted by the County; provided that it is otherwise understood that the Municipality may be required to perform maintenance/repair services in relation to such Works as contemplated by this Agreement in circumstances in which the applicable standard had been previously achieved as of the date of acceptance of the Works by the County but that, by use or otherwise, such maintenance/repair services are then required to again achieve such standard;

- (f) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of both satisfactory performance and completion of works by such third party contractor and/or, in the case of repair or remediation of any defect or deficiency caused by or attributed to the said or any other contractor, whether pursuant to a warranty or not, satisfactory repair or remediation of such defect or deficiency as well as the resultant commencement or re-commencement of the Municipality's maintenance and repair obligations as provided for herein in respect of the said County Road and/or bridge/culvert/drainage facility; and,
- (g) upon reasonable demand by the Municipality, the County shall produce to the Municipality any records relating to inspection, deficiency correction, and/or acceptance of such works by or as between the County and any involved third-party contractor.

5.0 Payment to the Municipality

5.1 For maintenance/repair services as contemplated by the Scope of Services attached as Schedule "C" hereto, the Municipality shall receive the annual base payment of \$XXXXX for services rendered during each calendar year of the Term of this Agreement, provided that the said annual base payment shall be adjusted on an annual basis, effective January 1 of each calendar year of the term of this Agreement, commencing January 1, 20XX, in accordance with the Consumer Price Index (CPI) for Ontario (All Goods) for the month of October of each year, commencing October ,20XX. The Municipality shall submit a summary invoice in accordance with the sample attached as Schedule "D" hereto to the County on or before the 10th day of each month, commencing February 10, 20XX, and continuing through and including January 10, 2028 and in accordance with the corresponding monthly percentage of annual base payment as set out in Schedule "E" attached, for such services rendered within the previous calendar month, such invoices to provide and, as required, be accompanied by the following reports:

- 5.1.1 within each such monthly invoice, the Municipality shall confirm the details of at least one (1) inspection of County Roads and bridge/culvert/drainage facilities as contemplated by this Agreement and completed within the previous month period to which the invoice applies, including the date and time of the inspection and the name of the person completing that inspection;
- 5.1.2 on or before the 10th day of April, July, October, and January of the Term of this Agreement but furthermore including January 10, 20XX, and commencing April 10, 20XX, a Quarterly Road Work Report detailing the Services contemplated by this Agreement and as performed by or on behalf of the Municipality during the previous three (3) full months' time period, such Report to be prepared and delivered in the format set forth in Schedule "F" hereto;

- 5.1.3 by February 15th of each calendar year, commencing February XX, 20XX, and continuing to and including February XX, 20XX, and in accordance with the format set forth in Schedule “G” hereto, Year-End Financial Statements detailing total repair/maintenance costs in respect of County Roads, for the previous full calendar year, including but not limited to line items for labour, equipment, material/contracts, administration and other costs for each Service item as identified in Schedule “C” hereto; and,
- 5.1.4 by May 10th of each calendar year, commencing May 10, 20XX, a complete Winter Road Salt Use and Winter Control Operations Questionnaire for the previous twelve (12) month period ending April 30th of each such calendar year and in the format set forth in Schedule “H” hereto.
- 5.2** For additional maintenance/repair services, including emergency services, as provided for herein and at all times within 60 days of completion of such Services, the Municipality shall, within a monthly invoice prepared and delivered in accordance with ss. 4.5 and 5.1 above, charge the County for the agreed cost of such Services, provided that the details of such work and cost calculation thereof, including photocopies of any third party charges, are set forth within such invoice and otherwise accounted for within the applicable Quarterly Report as contemplated in s. 5.1 above.
- 5.3** The County shall forthwith pay the monthly invoice submitted by the Municipality in compliance with the requirements set forth in paragraph 5.1 and 5.2 above, provided that the County shall not be required to pay any such invoice submitted by the Municipality which is not in compliance with those requirements and/or in respect of any invoice item which is disputed by the County. In addition and for purposes of clarity, in the event that the Municipality has failed to deliver a report or reports as contemplated by either paragraph 5.1 above or otherwise failed to comply with its obligations pursuant to paragraphs 5.2 above or 8 or 9 below, the County may withhold ten per cent (10 %) of the value of any then current invoice and all subsequent invoices as rendered to it by the Municipality until the Municipality has corrected such deficiency and brought itself into compliance with its obligations pursuant to this section and this Agreement.
- 5.4** As guidance to the preparation of invoices and/or reports as set forth in this s. 5.0, the following principles shall apply:
- 5.4.1 Labour costs should be reported as actual costs of applicable salary and benefits paid.
- 5.4.2 Equipment costs should be reported as applicable machine hours, utilizing OPSS-127 rates most recently published by the Ministry of Transportation Ontario.
- 5.4.3 Material and Contract costs should be reported as invoiced to the Municipality by an applicable vendor.
- 5.4.4 An annual flat fee of up to 5% of the total annual County Road Maintenance Allocation may be reported by the Municipality as administrative charges within its Year-End Financial Statement.
- 5.5** All other applicable road maintenance/repair expenses related to County Roads and facilities as contemplated in this Agreement should be reported as “Other” within the Year-End Financial Statement submitted by the Municipality and which Statement should be accompanied by documentation supporting such expenses.
- 5.6** For purposes of further clarity, the parties hereto acknowledge that payments made and invoices rendered hereunder do not affect assessments applicable

to or charged in respect of Municipal drains established pursuant to the Drainage Act, R.S.O. 1990, c. D.17, as amended.

6.0 Insurance

- 6.1** The Municipality shall, during the term of this entire Agreement, obtain and maintain for the benefit of the County, a comprehensive general liability insurance policy in the amount of not less than ten million (\$10,000,000.00) dollars per incident, such policy providing insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of services and/or obligations that are undertaken pursuant to this Agreement; for purposes of clarity, the aforementioned policy shall name the County as an additional insured.
- 6.2** The Municipality shall upon request provide the County with copies of the Certificate of Insurance issued in respect of such policy and the Municipality shall maintain such policy in full force and effect during the entire Term of this Agreement.
- 6.3** Effective as of the date of this Agreement, the Municipality shall require that contractors and third parties which perform maintenance and/or repair works upon any County Road, bridge/culvert, highway or overpass or traffic control signal or beacon in accordance with this Agreement shall maintain a comprehensive general liability insurance policy in the amount not less than five million (\$5,000,000.00) dollars per incident, such policy to provide insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of maintenance/repair services undertaken pursuant to this Agreement. The County and the Municipality shall each be named as additional insureds under the terms of this insurance policy.

7.0 Traffic/Beacon Signals

- 7.1** The Municipality shall monitor traffic control/beacon signals or devices located on County Roads in accordance with and as may be indicated in the Scope of Services attached as Schedule "C" hereto.
- 7.2** In the event that the Municipality shall observe any deficiency in the installation, erection, or operation of any traffic control/beacon signals, it shall immediately notify both the County Superintendent or his or her designate and the Electrical Contractor for the County as to the details of such deficiency; provided that the County shall at all times inform the Municipality of the identity of the current Electrical Contractor.

8.0 Inspection

County – Quarterly Inspections – Maintenance and Repair of Deficiencies by Municipality

- 8.1** Without limiting the right of the County to do so at any time but at least once during each three month period of the term of this Agreement and on at least one such occasion to be accompanied by the Municipal Superintendent, the County shall inspect the condition of the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals and beacons which are the subject of this Agreement and in relation to the Scope of Services for Elgin Road System attached as Schedule "C" to this Agreement. The County representative shall thereafter record the results of the said inspection on an Inspection Report in the format contained in Schedule "I" hereto, a copy of which shall then be delivered to the Municipal Superintendent along with written direction from the County Superintendent directing the repairs and/or maintenance works to be completed.
- 8.2** Unless postponed upon the written approval of the County and at all times within sixty (60) days of receipt of such Inspection Report, the Municipality,

within a time period reasonably commensurate with the extent and nature of such works and any consequential risk to public users, shall undertake and complete all required repairs and/or maintenance works for which it receives direction pursuant to s. 8.1 above and shall report the details of such work to the County within the Quarterly Report next delivered pursuant to s. 5.1 above.

- 8.3** The Municipality acknowledges and agrees that the performance of inspections by and the communication of direction for required repair and/or maintenance from the County pursuant to paragraph 8.1 above does not relieve the Municipality of its obligations to otherwise perform repairs and/or maintenance works to County roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic control/beacon devices as set forth in this Agreement.

By the Municipality – Monthly Inspections – Inspection Notes – Maintenance and Repair of Deficiencies of Municipality

- 8.4** At least once during the course of each calendar month during the Term of this Agreement, the Municipality, by its Municipal Superintendent or any authorized designate thereof, shall inspect the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals which are the subject matter of this Agreement and in relation to which the Scope of Services attached as Schedule “C” hereto apply. The involved Municipal representative shall prepare written records/notes of the results of each such inspection, including but not limited to the particulars of any relevant MMS standards findings, noted deficiencies, corrective actions undertaken, and/or planned, but not yet completed, works, which results, along with details of completed remedial maintenance and/or repair work, shall be incorporated within the next delivered Quarterly Roads Works Report (Municipality to County) prepared in the format outlined in Schedule “F” hereto. Thereafter, the said records/notes shall be held and maintained by the Municipality in accordance with and pursuant to the obligations set forth in s. 9.0 hereof.
- 8.5** Without limiting the generality of the foregoing and unless extended by the written approval of the County but at all times within a time period reasonably commensurate with the nature and extent of such works and any consequential risk to public users, the Municipality shall undertake and complete all required maintenance and/or repair works in respect of deficiencies noted and recorded during any one or more monthly inspections as prescribed in s. 8.4 above and report the details of such deficiency and work to the County within the Quarterly Road Works Report next delivered.

9.0 Records

- 9.1** The Municipality shall maintain accurate records of works performed pursuant to this Agreement, including but not limited to works performed pursuant to any direction received pursuant to paragraph 8.1 above, the records/notes required by s. 8.4 above, and as incorporated within the Quarterly Roads Works Reports as referenced above.
- 9.2** The Municipality shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act, and, further thereto, shall allow access to such records to the County Superintendent or his or her delegate, limited only by the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended (hereinafter “MFIPPA”).
- 9.3** The County shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act and, shall allow access to such records to the Municipal Superintendent or his or her delegate, limited only by the provisions of MFIPPA.

10.0 Indemnity

- 10.1** The Municipality hereby indemnifies and saves harmless the County, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect or refusal of the Municipality, its servants, employees, agents, invitees or contractors to maintain and/or repair any County Road and/or bridge/culvert/drainage facilities in accordance with the terms of this Agreement.
- 10.2** The County hereby indemnifies and saves harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect, failure or refusal to perform or otherwise satisfy any obligation or covenant provided for in this Agreement.
- 10.3** In the event that the Scope of Services for the Elgin Road System as contemplated by this Agreement are found by a Court of competent jurisdiction to have been completed without fault or negligence by the Municipality, or, in the alternative, the County has acknowledged that such services have been completed without fault or negligence by the Municipality, in both cases including its employees or agents, then the County hereby agrees to indemnify and save harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, or other proceedings that may be advanced against the County or the Municipality arising from the works performed by the Municipality upon the relevant County Roads and/or bridge/culvert/drainage facilities.
- 10.4** In the event of a claim to damages as against either and/or both the County and the Municipality in respect of an alleged failure to repair and/or maintain a County Road and/or bridge/culvert/drainage facilities, the parties shall cooperate in the administration of and/or response to such claim to damages, including but not limited to provision of photocopies of correspondence and/or communication with its respective insurer, subject at all times to any conflict of interest as identified by either party hereto or its insurer.
- 10.5** In addition to the contents of Section 10.3 above, in the event that a proceeding against the Municipality in respect of conduct relating to the performance of maintenance/repair Services undertaken pursuant to this Agreement is dismissed at Trial, then the County shall reimburse the Municipality for one-half of its insurance deductible to a maximum amount equal to one-half of the deductible payable by the County under its general liability insurance policy in effect at the date of the loss/incident upon which such proceeding was based.
- 10.6** All indemnities that arise from this Agreement extend beyond the term of this Agreement.

11.0 Assignment and Sub-Contractors

- 11.1** The Municipality agrees that the County Superintendent reserves the right to approve, acting reasonably, sub-contractors the Municipality retains to undertake the Scope of Services contemplated by this Agreement.
- 11.2** In the event the Municipality assigns or sub-contracts its responsibilities under this Agreement or otherwise employs sub-contractors, the Municipality shall be responsible for all payment requirements or other obligations of an owner pursuant to the Construction Lien Act (Ontario). Without limiting the foregoing, the Municipality shall be responsible to quantify the value of work performed and materials supplied and prepare progress certificates to show the amount of statutory holdbacks and liens as may apply. If required by the County, a copy of each progress payment certificate shall be directed to the County

Superintendent. The Municipality shall be responsible for obligations to a sub-contractor to certify the completion of the works as required. The County Superintendent shall receive a copy of the certificate of substantial performance as issued by the Municipality and the Municipality shall comply with all notice requirements as set out in the Construction Lien Act (Ontario) for the said certificate.

12.0 Dispute Resolution

12.1 The parties further agree that in the event of a dispute between the parties as to any matter arising from this Agreement with financial implication to either or both parties of at least twenty-five thousand (\$25,000.00) dollars, then the resolution of such a dispute shall be determined by a private arbitrator, and that decision of the private arbitrator shall be final and binding. The arbitrator selected shall have significant experience in road construction and maintenance and repair and other municipal matters and may be selected upon the recommendation of the Director of the Ontario Good Roads Association. The parties agree that in order to apply for arbitration pursuant to this paragraph, the party making the application must provide notice of the dispute and its intention to proceed to private arbitration within thirty (30) days of becoming aware of the subject matter in the dispute.

12.2 In the event that the parties proceed to arbitration, then the arbitrator shall be selected upon mutual agreement of both parties within ninety (90) days of receipt of the notice of arbitration, failing which each party shall select their own representative, who in turn shall select a third arbitrator with the qualifications as noted above, and the selection of that third arbitrator shall be final and binding.

12.3 The provisions of the Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22, as amended, and the Arbitrations Act, R.S.O. 1990, c. A.24, as amended, shall apply through the arbitration process.

12.4 The parties hereto further agree that:

- a) The arbitrator shall have the unfettered discretion to decide upon and direct resolution of any dispute arising in relation to this Agreement;
- b) Any award or decision made by the arbitrator is binding upon the parties and may be enforced in the same manner as a Judgment or Order of the Ontario Superior Court of Justice to the same effect;
- c) Either party may obtain an Order pursuant to the Arbitration Act, 1991, S.O. 1991, Chapter 17, as amended, staying any legal proceeding relating to the dispute presented to the Arbitrator pursuant to this Agreement; and
- d) Neither party shall have the right to appeal the award or decision of the arbitrator to a Court or apply to set aside the award or decision of the arbitrator.

12.5 Unless otherwise agreed by the parties, the cost of the arbitration shall be determined by the arbitrator, who has the authority to award costs payable against an unsuccessful party in his or her discretion at the conclusion of the arbitration.

12.6 In the event of a dispute between the parties as to completion of maintenance or repair works as required by this Agreement or as otherwise directed by the County Superintendent, then any arbitration hearing shall not be scheduled or be commenced until after the repair or maintenance services are completed to the satisfaction of the County Superintendent.

13.0 Oversight / Administration

General

13.1 To assist in oversight and administration of Road Maintenance Agreements between the County and its constituent lower tier municipalities, including the within Agreement, and with the goal and purpose of achievement of reasonable maintenance and repair of County Roads and associated bridge/culvert/drainage facilities in return for fair and equitable payment to the involved Municipality, the parties hereto agree to participate in establishment and subsequent consultative meetings of the following committees:

13.1.1 Operations Committee; and,

13.1.2 Governance Committee.

Operations Committee

13.2 The parties hereto agree that the Terms of Reference for the Operations Committee, including as to intended compensation, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-1” hereto.

Governance Committee

13.3 The parties hereto agree that the Terms of Reference for the Governance Committee, including as to intended composition, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-2” hereto.

Annual Compliance Report – County to Governance Committee

13.4 As referenced in Schedule J-2 as Terms of Reference for the Governance Committee and on or before March 31st of each year of the Term of this Agreement, commencing March 31, 2024, but extended to and including March 31, 2028, the County shall prepare and submit to the Governance Committee an Annual Compliance Report detailing and providing analysis and comment upon the performance of the Municipality in relation to its duties and obligations set forth in this Agreement, including but not limited to the following matters:

13.4.1. Individual and summary results of remedial works required by Quarterly Inspection Reports delivered by the County delivered by the County to the Municipality;

13.4.2. Overall response of the Municipality to deficiencies noted within monthly inspections by the Municipality and Quarterly Inspection Reports submitted by the County to the Municipality;

13.4.3. Summary of compliance of Municipality with duties and obligations created by the Road Maintenance Agreement, including but not limited to reporting requirements and deadlines; and,

13.4.4. Engagement between the County and the Municipality within the Operations Committee and its meetings.

14.0 NOTICE

Any notice required pursuant to this Agreement shall be delivered to the Chief Administrative Officer of the respective parties hereto and at the addresses set forth below:

For the County:

450 Sunset Drive
St. Thomas, Ontario, N5R 5V1
Facsimile Transmission: 519-633-7661
Email: engineering@elgin.ca

For the Municipality:

Address

Facsimile Transmission:
Email:

- 14.1** Any written notice between the parties hereto, which specifically excludes any invoice rendered in accordance with section 5.0 hereof, shall be delivered or sent by prepaid registered mail addressed to the parties at their respective addresses listed above, or their respective facsimile numbers as noted above.
- 14.2** In the event that either party hereto shall change its address within the term of this Agreement, such party shall provide the other party hereto with written notification of such change of address within thirty (30) days of the effective date of such change, upon which date of notification the said new address shall be considered the address for service of any notice hereto pursuant to Section 14.1 above.
- 14.3** Notice shall be deemed to have been received on the date on which notice was delivered to the address as designated or, in the case of mailing, on the fifth day after the date of mailing or, in the case of facsimile, the day after the facsimile has been sent or, in the case of email, on the next business day following the receipt of such email.

15.0 Miscellaneous

Waiver

- 15.1** Any provision of this Agreement may be waived in whole or in part by a party without prejudice any other right of that party as arising from the breach of any other provision hereof. A waiver shall be binding upon the waiving party only if it is in writing. The waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any further breach of the same provision.

Severability

- 15.2** All paragraphs, terms and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

Amendment

- 15.3** No amendment, variation, or change to this Agreement shall be binding unless same shall be in writing and signed by the parties.

Schedules

- 15.4** This Agreement includes the Schedules set out as Schedule "A" to "J-2" inclusive, and constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of road maintenance for those roads as set out in this Agreement.

Signatures in Counterparts

15.5 This Agreement, including any associated agreements or documents required in connection herewith, may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same Agreement.

Enurement

15.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The parties hereto agree for themselves and on behalf of the foregoing persons to undertake such further acts and execute such further documents as may be necessary or expedient in order to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED & DELIVERED)	
	)	Corporation of the County of Elgin
in the presence of)	
)	
)	
	)	per: _____
	)	Name: Ed Ketchebaw
	)	Position: Warden
)	
)	
	)	per: _____
	)	Name: Don Shropshire
	)	Position: Chief Administrative Officer
)	
	)	We have authority to bind the Corporation
)	
)	
	)	The name of the Municipality
)	
)	
	)	per: _____
	)	Name:
	)	Position:
)	
)	
	)	per: _____
	)	Name:
	)	Position:
)	
	)	We have authority to bind the Corporation

SCHEDULE “A”

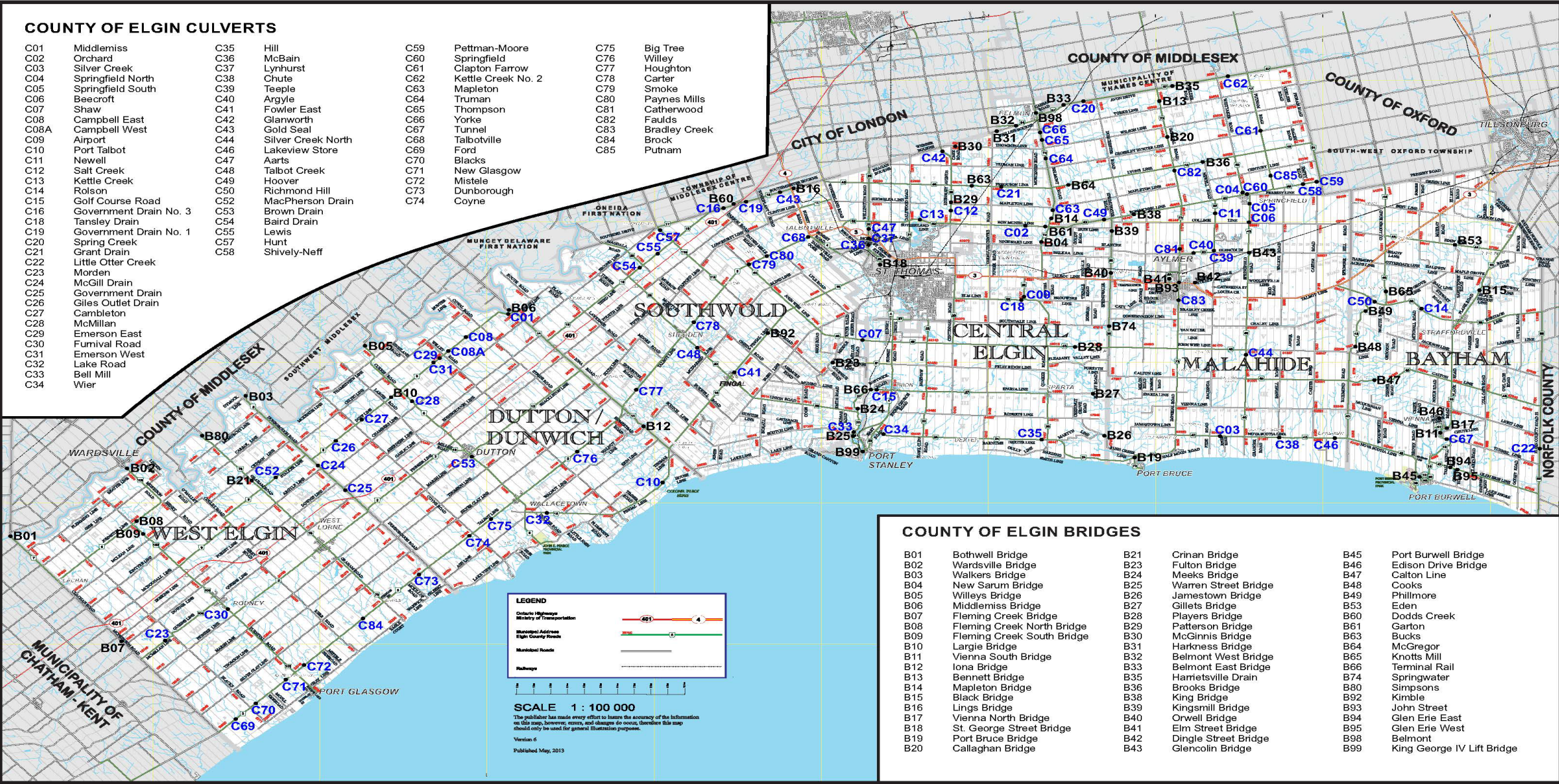
(Detailed description of roads and bridge/culvert/drainage facilities
for which maintenance/repair Services provided)

SCHEDULE “B”

(Sketch depicting roads and bridge/culvert/drainage facilities for
which maintenance/repair Services provided)

Schedule 'B'

LOCATION OF ELGIN COUNTY BRIDGES AND CULVERTS



SCHEDULE “C”

SCOPE OF SERVICES

SCHEDULE “C”

SCOPE OF SERVICES

1.0. Inspection

1.1. Routine Inspections

Service Description: Routine inspection of roads for defects, safety concerns, and road conditions.

Service Details:

- Frequency of routine inspections to comply with standard for frequency of patrolling of highways provided for in then current Minimum Maintenance Standards.
- As part of routine road inspections, the Municipality shall report any concerns with flashing beacons, traffic signals, or pedestrian crossings to the County Superintendent and the County’s Electrical Services Contractor upon becoming aware of any underlying defect.

2.0. Road Surface Maintenance

2.1. Maintaining Asphalt Pavement and Treated Surfaces

Service Description: Identification and repair of road surface defects, including but not limited to potholes, cracks, and edge drop-offs.

Service Details:

- All repairs and remedial works to be completed by Municipality in compliance with the then current Minimum Maintenance Standards.
- For asphalt pavement surfaces, as constructed width, minus 0.1 m., shall be maintained.
- For surface treated surfaces, as constructed width, minus 0.2 m., shall be maintained.
- Required total linear repair and remedial works at any single location limited to 50m. per lane km. annually.
- In the event that the Municipality, acting reasonably, determines that the total linear repair and remediation works necessary to comply with the then current Minimum Maintenance Standards at any single location exceeds 50 m. per lane km. annually, then, conditional upon timely notice to the County Superintendent, those works exceeding such annual threshold of 50 m. per lane km. shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

2.1.1. Bicycle Facilities Maintenance

Service Description: Identification and repair of surface defects within designated bicycle lanes / facilities.

Service Details:

- Designated bicycle lanes / facilities shall be inspected and maintained in a manner to account for and accommodate the intended user of those lanes / facilities. Without limiting the generality of the foregoing, all maintenance as required by this section 2.1.1 shall be completed by the Municipality in accordance with the then current Minimum Maintenance Standards and/or

Ontario Traffic Manual Book 18, whichever standard is greater.

- Identification / placement of appropriate warning equipment, including but not necessarily limited to signage or placement of traffic barrel(s), shall occur as soon as practicable after discovery of any defect and/or unsafe condition within any bicycle lane or facility and thereafter maintained until requisite repair completed.

2.2. Maintaining Gravel Shoulders

Service Description: Identification and repair of defects along gravel shoulder of roads, including but not limited to potholes, cracks, and edge maintenance.

Service Details:

- All maintenance and repair works shall be completed by Municipality in compliance with then current Minimum Maintenance Standards.
- As constructed width, minus 0.3 m., shall be graded as required and at all times at least two (2) times per year.
- Where partially or fully paved shoulders exist, the shoulder width referenced immediately above shall be measured from the nearest edge of the driving lane (white line).
- Isolated or spot shoulder gravelling, including supply and installation of Granular “A” material to a maximum of ten (10) tonnes and not exceeding twenty (20) m. in length at any single location, shall be completed as required to works eliminate edge of pavement drop-offs, standing water, or depressions, which works may require berm removal to promote positive sheet flow.
- In the event that the Municipality, acting reasonably, determines that isolated or spot shoulder graveling works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of Granular “A” material and/or over a length in excess of twenty (20) m. at any single location to comply with the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold(s) shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

2.3. Sweeping

Service Description: Sweeping of County Roads. Service Details:

- Sweeping of County roads shall be completed two (2) times during each calendar year in Settlement Areas and as required in Agricultural Areas, both of which Areas are as identified in the County of Elgin Official Plan (Schedule “A” – Land Use).

2.3.1. Sweeping of Designated Bicycle Lanes / Facilities

Service Description: Sweeping of Designated bicycle lanes / facilities. Service Details:

- Designated bicycle lanes / facilities shall be swept as required to account for and accommodate the intended user of such lanes / facilities and which must occur at least once during the months of May, June, July, August, and September of each calendar year.
- Sweeping of designated bicycle lanes / facilities as specified immediately above shall be deemed to be additional works to which s. 5.2 of the Road Maintenance Agreement shall apply.

3.0. Roadside Maintenance

3.1 Debris Control

Service Description: Removal of material deposited on the travelled portion of the road or shoulder, either intentionally or unintentionally and including but not limited to mud, rocks, dead animals, trash, and other debris.

Service Detail:

- Debris should be removed from the travelled portion of the road or shoulder as soon as practicable after discovery

3.2. Vegetation Control

Service Description: Cutting of overgrown or unwanted vegetation along roads, at intersections, and under and around bridges, culverts, and safety systems.

Service Details:

- Cutting of vegetation along roads shall be completed two (2) times during each calendar year, once in the spring season and once in the fall season, to a minimum width of 3.6 m. from the exterior edge of the closest shoulder in spring and a minimum width of 1.8 m. from the exterior edge of the closest shoulder in the fall.
- Vegetation shall be cut or sprayed, subject to the County No Spray Policy, from around guide rail posts and, where practicable, to a minimum width of 1.8 m. behind any guide rail.
- Vegetation shall be cut from road allowances at intersections to achieve a clear sight distance of at least 200 m. in all directions from such intersections. The vegetation shall be cut to a height no greater than 0.3 m.
- With respect to culverts, bridges, and safety systems, including but not limited to guide rails, vegetation shall be cut at least once during each calendar year and, at that time, removed from beneath and within 3 m. of such culverts, bridges, and safety systems.
- The Municipality shall ensure that the full width of the County road allowance is free of invasive and noxious weeds and / or larger brush and vegetation that impedes sightlines and / or drainage facilities. Any such larger vegetation should be removed as soon as practicable by the Municipality and at all times before the canopy of any such vegetation begins to encroach upon the road allowance.
- The Municipality shall perform routine vegetation maintenance, including but not as a limited to weed trimming, around any Elgin County “Gateway” signs within the territorial limits of the Municipality.

3.3. Tree Maintenance / Removal

Service Description: Identification and removal of dead trees and hazardous

limbs. Service Details:

- Tree limbs that pose a safety hazard to the public users of a County road shall be removed as soon as practicable after discovery and identification.
- Dead trees that pose a safety hazard to the public users of a County road shall be removed within one (1) year of discovery and identification.

- Stumps of removed trees in non-landscaped areas shall be ground down to be level with surrounding terrain while stumps within landscaped areas shall be further restored with topsoil and seed to match the surrounding terrain.

3.4. Noxious Weed Control

Service Description: Cutting and spraying of noxious weeds and invasive species. Service Details:

- Use of herbicide(s) to control unwanted vegetation, including but not limited to noxious weeds and other invasive species, shall conform to the Elgin (County) *"No Spray Policy"*, a copy of which policy is appended to this Schedule "C".

4.0. Drainage Facilities Maintenance

4.1. Cleaning of Drainage Facilities

Service Description: Cleaning and removal of obstructions from drainage facilities within County road allowances or otherwise servicing County roads, including but not limited to all outlets, subdrains, storm sewers, curbs and gutters, and catch basins.

Service Details:

- Storm drainage facilities shall be cleaned when identified as experiencing restricted flows (i.e. gutter outlets/swales). This work may require video investigations, flushing, removal of obstructions, including but not limited to roots, and other steps to reestablish unrestricted flows.
- Catch basins shall be cleaned as required if debris has filled sumps but in all cases at least one time during each two (2) calendar year period.
- In addition to the drainage facilities identified in Schedule "A" hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be cleaned pursuant to this Road Maintenance Agreement.

4.2 Repairs to Drainage Facilities

Service Description: Identification of defects and deficiencies in and repair of drainage facilities within County road allowances or otherwise servicing County roads.

Service Details:

- Grate replacement, riser repairs, and patching around catch basins will be completed under and as routine maintenance and repair operations as contemplated by this Road Maintenance Agreement.
- All other defects and deficiencies in drainage facilities will be reported by the Municipality to the County Superintendent and any remedial repairs will be completed under arrangements made by the County, if by the Municipality as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement will apply.
- In addition to the drainage facilities identified in Schedule "A" hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be repaired pursuant to this Road Maintenance Agreement.

4.3. Ditch Maintenance

Service Description: Ditches within County road allowances to be kept in a condition maintaining positive water flow and eliminating standing water.

Service Details:

- Required ditch maintenance limited to fifty (50) m. in length at any single location.
- In the event that the Municipality, acting reasonably, determines that ditch maintenance in excess of fifty (50) m. in length is required at any single location in order to maintain positive water flow and eliminate standing water or to otherwise conform to any requirement provided for in the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

5.0. Bridges and Culverts

5.1. Structure Cleaning

Service Description: Cleaning of all bridges and culverts on, above, or under County roads.

Service Details:

- Municipality shall clean all bridges and culverts on, above, or under County road once during a calendar year and in accordance with the current guidelines provided in the Bridge and Culvert Management Course offered by the Ontario Good Roads Association.
- All culverts shall be cleaned using water jets for flushing or other effective means to re-establish water flow that has been restricted by, amongst other things, material and debris.
- Any and all defects and deficiencies, or observation or evidence thereof, in the structure, condition, or operation of any bridge or culvert shall be reported, immediately upon discovery and in writing, to the County Superintendent.

5.2. Erosion Control

Service Description: Installation of stone or similar material to prevent erosion around bridges and culverts, including but not limited to structural elements thereof.

Service Details:

- Municipality shall be responsible for the cost of supplying and installing up to ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location to prevent erosion around any such bridge or culvert, including but not limited to structural elements thereof.
- In the event that the Municipality, acting reasonably, determines that the erosion control works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

6.0. Safety Devices

6.1. Road Markings

Service Description: Painting of road markings upon travelled portion of County roads, including but not limited to centreline markings, edge of lane markings, stop blocks, turn arrows, and lines / symbols denoting Designated Bicycle Lanes / Facilities.

Service Details:

- Municipality to paint (or re-paint) all Road markings on County Roads once during each calendar year and in accordance with the Ontario Traffic Manual – Book 11.
- As further guidance, the County notes that the white, edge of lane markings requiring annual painting (or re-painting) are generally located at road crests and sags, curves, narrow structures, Class 1 roads, and roads with partially or fully paved shoulders. Furthermore, most County Road intersections also incorporate the merging lanes, turning tapers, and radii that also require annual painting. In all such circumstances and with particular respect to the afore-noted road design and markings, the Municipality shall conform strictly to the requirements of the said Ontario Traffic Manual – Book 11.
- Where the County has designed and constructed paved shoulders designated as a bicycle lane / facility and on an annual basis, the Municipality shall paint (or re- paint) two (2) solid white edge lines to create a buffer zone in relation to such Designated Bicycle Lane / Facility. The painting of such second edge line shall be deemed to be additional services pursuant to s. 4.5 of this Agreement and to which s. 5.2 herein shall apply.
- On or before January 31 of each calendar year, the County shall advise the Municipality of resurfacing projects planned for County roads during the course of such calendar year and the anticipated timing of same and the Municipality, in consultation with and notice to the County Superintendent, the Municipality may exercise its discretion to defer road marking of such County Roads until the following calendar year. In this regard, the County acknowledges that it shall be responsible for arranging and paying for painting (or re-painting) of road markings necessitated solely by such resurfacing projects or other capital works on County roads.

6.2. Road Signs

Service Description: Maintenance of all existing regulatory, warning, and information road signs and beacons, re-installation of damaged or stolen road signs and beacons, and removal of unauthorized signs.

Service Details:

- Municipality to install and maintain all road signs and beacons in accordance with the then current Minimum Maintenance Standards and the Ontario Traffic Manual.
- Municipality is responsible for all costs to supply signs and materials to re-install damaged or stolen road signs and battery-operated beacons.
- The County shall be responsible for reimbursement of the Municipality for all labour and/or material costs incurred by the Municipality in the replacement and reinstallation of road signs that fail a reflectivity inspection conducted as part of routine testing, provided that the Municipality prepare and deliver an invoice to the County in respect of such costs in accordance with ss. 4.5 and. 5.2 of the Road Maintenance Agreement.
- The Municipality shall immediately remove any and all unauthorized signage attached to County infrastructure, including but not limited to road signs and beacons. The County shall provide the Municipality with copies of any sign permits issued for County Roads to assist the Municipality in determining which signs are authorized.
- The Municipality shall report to the County any and all signage it considers to be a potential safety concern due to the sight line or drainage obstruction or is otherwise found to be in an unsafe condition or position that poses a potential safety risk to the public users of a County road so that the County may determine whether such sign should be removed.

- Signage to warn motorists of areas identified to have high numbers of collisions between deer and motor vehicles will be installed with operating beacons on or before October 1 of each calendar year and thereafter remain in place, in good operating condition, until January 1 of the following calendar year; provided that, at all the times, such beacons shall be removed and alternative approved signage installed.
- At the request of and as supplied by the County, the Municipality shall install Elgin County roadway directional/information signs and Elgin County Tourism signs. Municipal works undertaken to install and/or re-install such roadway directional/information signs are required works contemplated by the within Road Maintenance Agreement and do not constitute additional works thereunder. Municipal works undertaken to install and/or re-install Elgin Tourism signs are not required works contemplated by the within Road Maintenance Agreement and will constitute additional works thereunder and the cost thereof shall be invoiced to the County pursuant to ss. 4.5 and 5.2 of the said Agreement.
- Municipality is and shall be solely responsible for supply and installation (or re-installation) of Hamlet / Community Identification signage and, if necessary, the Municipality shall obtain a permit authorizing such installation from the County. For clarification, it is acknowledged that a permit for such Hamlet/Community Identification Sign is not required if, without alteration in detail or design, a pre-existing Sign is being re-installed at the same location while a permit is required if a new or altered Sign is being installed or re-installed, whether at a new or existing location.
- All signs as contemplated by this sub-section shall be installed on wooden 4" x 4" posts, save and except for signs with dimensions of 90 cm x 90 cm (or larger) and which signs shall be installed on 6" x 6" wooden posts with a 2' x 4' bracing.

6.3. Guide Rail and Traffic Barrier Systems

Service Description: Maintenance and repair of all existing road safety systems, including but not limited cable guide rails, steel beam guide rails, and end treatments.

Service Details:

- Municipality to maintain and repair all existing road safety systems to the then current Ontario Provincial Standard Specifications.
- In the event that an existing road safety system is damaged as the result of a motor vehicle collision, the Municipality shall forthwith notify the County Superintendent and thereafter effect any required repairs to the said road safety system as soon as practicable following such notification.
- Until the annual deductible as referenced below is surpassed, the Municipality shall arrange and pay for repair and/or maintenance of any such damaged road safety system.
- Municipality is responsible financially for the first \$10,000.00 spent annually to complete repairs to or otherwise maintain all road safety systems to which this Road Maintenance Agreement applies (hereinafter "annual deductible"). The Municipality shall inform the County Superintendent upon the annual deductible being surpassed and thereafter forward to the County Superintendent evidence confirming same.
- After the annual deductible is surpassed, the County shall be responsible for paying for repair and/or maintenance of all road safety systems to which the within Road Maintenance Agreement applies; provided that Municipality shall perform or otherwise arrange performance of such repair and maintenance works as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

- In the event that the County makes recovery of repair costs from any responsible third party and those costs, either in whole or in part, were paid in the first instance by the Municipality within the annual deductible referenced above, then Elgin, within the calendar year within which such recovery was made from that responsible third party, shall calculate, reconcile, and make appropriate adjustment and/or payment to the Municipality for the amount of such recovery, or portion thereof, which is or was attributable to the costs paid for by the Municipality within the said annual deductible.
- The cost of repair and maintenance of any road safety system as caused or contributed to by the operations of the Municipality, including but not limited to any failure to perform the within Scope of Services, shall not be taken into account in any calculation to determine if the annual deductible has been surpassed.

6.4. Road Closures

Service Description: Management and co-ordination of and participation in closures and detours of County roads.

Service Details:

- Municipality shall co-operate and participate in all emergency closure and emergency detour events on any County road to which this Road Maintenance Agreement applies.
- All works provided by the Municipality in managing, supervising, or facilitating any road closure or detour event are required services under this Road Maintenance Agreement and do not constitute additional works thereunder to which ss.4.5 and 5.2 thereunder applies; provided that, when and where the Municipality provides road closure and/or detour services associated with or related to a planned capital project on a County Road and/or bridge/culvert/drainage facility, those road closure and/or detour services shall be considered and deemed as additional services pursuant to s. 4.5 herein and the Municipality shall thereafter invoice and the County shall pay the cost of those services pursuant to s. 5.2 herein.
- Municipality shall manage, supervise, and participate in the closure and detour of any County road as requested by the Municipality or the public, and approved by the County, to accommodate an approved local event, including but not limited to a parade, cultural festival, or cycling, running or other athletic competition, and such services do not constitute additional works under the within Road Maintenance Agreement to which ss. 4.5 and 5.2 applies.

7.0. Winter Control

Service Description: Winter road and bridge maintenance of County roads, including but not limited to winter weather, snowfall, and ice prevention monitoring, salting / sanding, snowplowing, ice blading, and standby patrols.

Service Details:

- Municipality to perform all winter control services on County Road and bridges to which Road Maintenance Agreement applies to conform to then current Minimum Maintenance Standards.
- Municipality will also perform winter control services on highway bridges and overpasses not owned by or under jurisdiction of County but otherwise connecting to at least parts of County roads.
- Where and when applicable, the Municipality shall follow the “*Canadian Code of Practice for the Environmental Management of Road Salts*” and the County of Elgin’s “*Road Salt Management Plan*”, a copy of which latter document is included in the appendix to this Schedule.

8.0. Appendix

8.1. The attached Appendix of relevant Elgin County Policies / Plans reflecting upon or related to this Scope of Services forms part of this Schedule “C”.

8.2. As of January 1, 2023, the attached Appendix includes photocopies of the following Elgin County Policies / Plans

- No Spray Policy
- Deer Warning Signage Policy
- Road Salt Management

Plan Effective: January 1, 2023

APPENDIX

SCHEDULE “D”
MONTHLY INVOICE FORMAT

SCHEDULE “D”
MONTHLY INVOICE FORMAT

Date:		
Invoice No.		
(NAME OF MUNICIPALITY) Invoice for County Road Maintenance Activities completed for the month of		
Item	Description	Amount
1	Monthly Road Maintenance Payment (Schedule E)	\$
2	Additional Services - Attach a calculation and all relevant documentation	\$
TOTAL DUE		\$
Monthly Inspection Confirmation		
Date of Monthly Inspection:		
Name of Inspector:		
Documentation Included with this invoice		
(i)	Quarterly Road Work Report	
(ii)	Annual Financial Report	

SCHEDULE “E”
PAYMENT SCHEDULE

SCHEDULE “E”
PAYMENT SCHEDULE

Name of Municipality:

Total Payment (2023): \$

Payment Schedule (By Month):

January , 2023	\$	(15%)
February , 2023	\$	(15%)
March , 2023	\$	(5%)
April , 2023	\$	(5%)
May , 2023	\$	(5%)
June , 2023	\$	(5%)
July , 2023	\$	(5%)
August, 2023	\$	(5%)
September , 2023	\$	(5%)
October , 2023	\$	(5%)
November , 2023	\$	(15%)
December , 2023	\$	(15%)
Total \$		(100%)

SCHEDULE “F”

QUARTERLY ROAD WORKS REPORT (MUNICIPALITY TO COUNTY)

SCHEDULE "F"

QUARTERLY ROAD WORKS REPORT (MUNICIPALITY TO COUNTY)

Date:

Municipality:

[illegible]

SCHEDULE “G”

YEAR-END FINANCIAL STATEMENT (MUNICIPALITY TO COUNTY)

SCHEDULE “G”

YEAR-END FINANCIAL STATEMENT (MUNICIPALITY TO COUNTY)

	Labour	Equipment	Materials/ Contracts	Admin	Other	Totals
Inspection/Patrol	\$	\$	\$	\$	\$	\$
Road Surfaces	\$	\$	\$	\$	\$	\$
Roadside	\$	\$	\$	\$	\$	\$
Drainage Systems	\$	\$	\$	\$	\$	\$
Bridges/ Culverts	\$	\$	\$	\$	\$	\$
Safety Devises	\$	\$	\$	\$	\$	\$
Winter Control	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$

SCHEDULE “H”

**WINTER ROAD SALT USE AND WINTER CONTROL OPERATIONS
QUESTIONNAIRE FORMAT**

SCHEDULE "H"

WINTER ROAD SALT USE AND WINTER CONTROL OPERATIONS
QUESTIONNAIRE FORMAT

Municipality / Township / Town of

Training - Was Training taken?

Manager(s)
Supervisor(s)
Operator(s)
Mechanic(s)
Patroller(s)

Yes / No

Improvements made to...

Material Storage Facilites
Salt Application Equipment
Snow Disposal Areas
Vulnerable Areas

Number Identified	Number Achieved

Winter Conditions - Number of days requiring Salt Application

	days
--	------

Material Used

De-icers (solids)

Sodium Chloride (NaCl)
Magnesium Chloride (MgCl2)
Calcium Chloride (CaCl2)

	tonne
	tonne
	tonne

Pre-treated Salt

	%
--	---

Treated Abrasives

Quantity of abrasives (sand) before mixing (tonnes)
Quantity of solid salts mixed with abrasives (tonnes)
If exact quantity of salt mixed with abrasives is not reported
separately above, indicate the % of salt mixed with abrasives:

	tonne
	tonne
	%

Liquids

Provide the quantity of ALL liquids used for pre-wetting, pre-treatment and
direct liquid application (anti-icing) of ALL types (NaCl, MgCl2, CaCl2)

	Litres
--	--------

Salt Storage

How many salt storage sites are managed and/or controlled
by your Organization

Road Salts

Percentage of sites covered by a permanent roof
Percentage of sites covered only with a tarp

	%
	%

Salt Treated Abrasives

Percentage of sites covered by a permanent roof
Percentage of sites covered only with a tarp

	%
	%

Storage Surface - Materials stored on an impermeable surface

Road Salts
Treated Abrasive

	%
	%

Good Housekeeping Practices

All materials are handled in a designated impermeable surface area
Equipment to prevent overloading of trucks
System for collecting/treating wastewater from cleaning trucks
Control and diversion of external waters (not impacted by salt)
Ongoing cleanup of the site surfaces and spilled material is swept quickly
Risk Management and emergency measure plans are in place

Yes / No

Drainage

Number of sites that have drainage and collection system for runoff
of salt contaminated waters

Does your organization monitor the chloride concentration in the runoff?

Specify discharge pont into:

a municipal sewer system
a containment system for removal
a watercourse
other(s)

Yes / No

Salt Application

Management of Equipment

Total number of vehicles assigned to solid salt application
Total number of vehicles with conveyors and ground speed sensors
Total number of vehicles equipped with pre-wetting equipment
Total number of vehicles desinged for direct liquid application (DLA)

Is spreading equipment regularly calibrated?
Frequency of calibration (times per year)

Weather Monitoring

Infrared thermometer
Meterological service
Fixed Road Weather Information System (RWIS) stations
Vehicle-mounted mobile RWIS

Yes / No	Number

Maintenance Decision Support

Record of salt application rates
Automated vehicle location (AVL)
Use of a chart for application rates adapted to raod/weather conditions
Testing of Maintenance Decision Support System (MDSS)

Yes / No	% of Fleet

Snow Disposal

Management of Snow

Does your organization perform snow disposal at a designated site?
Total number of sites
Total design capacity of all snow disposal sites (in cubic metres)
Does your organization use snow melters?
Percentage of disposed snow with snow melters
Is the meltwater from snow melters discharged through storm sewers?

Design of Snow Disposal Sites

Snow is disposed of entirely on a low permeability surface
All meltwater is directed to a retention pond before its discharge
All meltwater is collected and discharged into a municipal sewer system
All meltwater is collectred and discharged into a watercourse

% of snow disposed	Number of sites

Management of Salt Vulnerable Areas

Inventory - Identification fo Salt Vulnerable Areas

Has your road organization completed an inventory of salt vulnerable
areas within your territory?

Yes/No/Partially

Salt vulnerable areas within territory - Identification of Salt Vulnerable Areas

Do you have salt vulnerable area(s) within your territory?

Yes/No/Partially

Action Plan - Identification of Salt Vulnerable Areas

Has your organization prepared an acion plan to prioritize
areas where measures will be put in place?

Yes/No/Partially

Supplementary Protection or Mitigation Measures

Did your organization implement supplementary and specific
protection or mitigation measures to eliminate or reduce
road salt impacts on vulnerable areas?

Yes/No/Partially

Environmental Monitoring

Does your organization conduct environmental monitoring to measure
impacts of road salts on vulnerable areas?

Yes/No/Partially

Types of Vulnerable Areas

Type of Vulnerability

Drinking water (surface or groundwater)
Aquatic Life (lake and watercourse)
Wetlands (and associated aquatic life)
Delimited areas with terrestrial fauna or flora
Valued lands

# of areas identified	# of areas with protection measures in place	# of areas with chiroide monitoring

SCHEDULE “I”

**QUARTERLY INSPECTION REPORT (COUNTY TO MUNICIPALITY)
FORMAT**

SCHEDULE “I”

QUARTERLY INSPECTION REPORT (COUNTY TO MUNICIPALITY)

Date:**Municipality:**[illegible]

SCHEDULE “J-1”

TERMS OF REFERENCE – OPERATIONS COMMITTEE

SCHEDULE “J-1”

TERMS OF REFERENCE – OPERATIONS COMMITTEE

Mandate:

1. Identification and details of upcoming repair/maintenance projects relevant to Road Maintenance Agreement.
2. Identification and details of upcoming capital projects relevant to Road Maintenance Agreement.
3. Identification, discussion, and resolution of operational issues related to Road Maintenance Agreement.
4. Referral of unresolved issues related to Road Maintenance Agreement to Governance Committee.
5. Identification and discussion of potential shared procurement opportunities for County and Local Municipal Partners as relevant to Road Maintenance Agreement.
6. Coordination of shared Service delivery relevant to Road Maintenance Agreement.

Composition:

County Engineer (or designate); and
Local Municipal Roads Superintendents (or designates).

Quorum:

County Engineer (or designate) plus majority of Local Municipal Roads Superintendents (or designates).

Chair:

County Engineer (or designate).

Recorder:

Arranged and provided by County Engineer.

Meeting Schedule:

At least one (1) meeting per quarter calendar year upon dates and at times established by Committee Members at first meeting of Committee each calendar year.

Agenda

1. To be prepared and circulated by County representative at least ten (10) days prior to next scheduled meeting.
2. Specific agenda item requests, including relevant documentation, to be delivered to County representative at least seven (7) days prior to Agenda circulation date.

SCHEDULE “J-2”

TERMS OF REFERENCE – GOVERNANCE COMMITTEE

SCHEDULE “J-2”

TERMS OF REFERENCE – GOVERNANCE COMMITTEE

Mandate:

1. Receive and consider the Annual Compliance Report prepared and delivered by the County.
2. Identify, consider, and provide direction/guidance in relation to organizational and/or systemic concerns relating to Road Maintenance Agreement, including but not limited to matters identified within the Annual Compliance Report prepared and delivered by the County.
3. Consider and discuss unresolved operational issues referred from Operations Committee.
4. Identify consensual draft amendments to Road Maintenance Agreement for presentation to Elgin County Council and Local Municipal Councils, such amendments to include but not to be limited to subject matter of any resolution of operational issues referred from Operations Committee.
5. Consider and promote general compliance with provisions of Road Maintenance Agreement.

Composition:

Chief Administrative Officer – Elgin (County) (or designate); and,
Chief Administrative Officers - Local Municipal Partners (or designates).

Meeting Schedule:

As required but at least semi-annually, including as convened and held in conjunction with any regular meeting of Chief Administrative Officers of both Elgin (County) and all constituent Local Municipal Partners within the territorial limits of Elgin County.

Agenda

1. To be prepared and circulated by Elgin (County) Chief Administrative Officer at least seven (7) days prior to next scheduled meeting.
2. Specific agenda item requests, including relevant documentation, to be delivered to Elgin (County) Chief Administrative Officer at least seven (7) days prior to Agenda circulation date.

EFFECTIVE as of the 1st day of January, 2023.

B E T W E E N :

CORPORATION OF THE
COUNTY OF ELGIN

- and -

THE NAME OF THE MUNICIPALITY

COUNTY ROADS MAINTENANCE AGREEMENT

COUNTY ROADS MAINTENANCE AGREEMENT

THIS AGREEMENT made effective, in quadruplicate, as of the 1st ~~this~~ day of January,
2023

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN
(hereinafter called the "County")
OF THE FIRST PART

--and--

NAME OF MUNICIPALITY
(hereinafter called the "Municipality")
OF THE SECOND PART

WHEREAS:

- a) The County has, by by-law, established certain roads or public highways located within its boundaries and, further thereto, incorporated such roads, highways, and related bridge facilities into its arterial road system;
- b)
- c) The Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereinafter the "Municipal Act"), ~~(Ontario)~~ permits a municipality to enter into agreements for the joint management and operation of, among other things, a road system;
- d) By Order made by Allan Leach, Minister of Municipal Affairs and Housing on May 15, 1997 and effective January 1, 1998, the responsibility for among other things, maintenance of the County road system was transferred from the County to lower-tier municipalities;
- e) The County and the Municipality as identified above have reached agreement as to the terms by which the Municipality shall undertake such maintenance responsibilities in respect of roads, highways, and related bridge, culvert, and drainage facilities incorporated in the County ~~arterial~~ road system and which are located within the boundaries of the Municipality;

NOW THEREFORE this Agreement witnesseth that, in consideration of the mutual covenants herein contained and upon the terms and conditions expressed herein, the parties hereto agree with each other and their respective administrators, successors, and assigns as follows:

1.0 General

Guiding Principles

- 1.1 For purposes of interpretation and implementation of the provisions of this Agreement, the parties hereto agree that the guiding principles of such provisions include but are not necessarily limited to the following:
- (i) The Municipality shall deliver the Services contemplated by this Agreement to the standards outlined herein, including, when and where applicable, to the then current minimum maintenance standards as established by the Province of Ontario, currently as prescribed in O.Reg. 239/02, as amended, entitled "Minimum Maintenance Standards for Municipal Highways" as may be further amended, updated, and/or replaced.
 - (ii) The Municipality shall deliver the Services contemplated by this Agreement to the applicable standards as outlined herein, irrespective of annual operating cost fluctuations.
 - (iii) The Municipality shall have the discretion and flexibility to perform the Services contemplated by this Agreement utilizing any service delivery method or methods

it chooses, so long as the standards outlined herein are satisfied.

- (iv) The annual compensation payable to the Municipality as contemplated by this Agreement is intended to provide fair, reasonable, and sufficient payment for the anticipated average costs of road maintenance and repair Services to be delivered by the Municipality during an average calendar year.
- (v) The Municipality will be entitled to receive the full amount of annual compensation as contemplated by this Agreement, irrespective of annual operating cost fluctuations.
- (vi) In its discretion, the Municipality shall have and exercise financial control over annual compensation contemplated by and received under this Agreement, including the ability to appropriate all or any part of such compensation to municipal operations and/or resources as it chooses or deems reasonable.

Schedules

1.2 Agreement

The following schedules are attached to and shall form part of this Agreement:

- (i) Schedule "A" referred to as a detailed description of roads and bridge/culvert/drainage facilities for which maintenance/repair services are required in the Municipality;
- (ii) Schedule "B" referred ~~to as~~ a sketch identifying location ~~of~~ relevant County roads and bridge/culvert/drainage facilities in the Municipality;
- (iii) Schedule "C", referred to as Scope of Services; ~~for Elgin Road System, including Minimum Maintenance Standards enacted by the Province of Ontario and attached as Appendix 1 within this Schedule "C";~~
- ~~(iv) Schedule "D" referred to as Monthly Invoice Format;~~
- ~~(iv) Schedule "E" referred to as Payment payment schedule;~~
- ~~(v) Schedule;~~
- ~~(vi) Schedule "F" referred to as Quarterly Road Works Report (Municipality to County) Format;~~
- ~~(vii) Schedule "G" referred to as Year-End Financial Statement (Municipality to County) Format;~~
- ~~(viii) Schedule "H" referred to as the Winter Road Salt Use and Winter Control Operations Questionnaire Format;~~
- ~~(v)(ix) Schedule "I" "E" referred to as Quarterly Inspection Report (County to Municipality) Format;~~
- ~~(vi)(x) Schedule "J-1" "F" referred to as Terms of Reference - Operations Committee; and, Monthly County Road Work Report;~~
- ~~(vii)(xi) Schedule "J-2" "G" referred to as Terms of Reference - Governance Committee Standard Road Maintenance Invoice.~~

For purposes of clarity and with respect to Schedule "C" (including the appendix thereto) above, it is agreed and acknowledged that the obligations, duties, requirements, and standards hereunder ~~thereunder~~ must be read and interpreted in conjunction with the complete text of this Agreement, including but not limited to s. 1.1 above as well as established principles of contract interpretation and in particulars. 4.10 thereof.

~~2.1 Amendments to this Agreement shall be in writing, executed by both parties, in the form of an Amending Agreement.~~

2.32.0 Definitions

2.42.1 For purposes of this Agreement,

2.4.12.1.1 "Road", "County Road", or "Road Allowance" shall have identical meaning and shall include that area of land comprising and recognized as a public road allowance at law, including but not limited to the travelled and untravelled~~untraveled~~ portions of any road, highway, street or public right-of-way.

2.4.22.1.2 "County Superintendent" shall mean the Director of Engineering Services for the Corporation of the County of Elgin or his or her designate or designates.

2.4.32.1.3 "Municipal Superintendent" shall mean the Manager of Public Works for the Municipality ~~of~~^{*****} or his or her designate or designates.

3.0 Term

3.1 The parties agree that this Agreement shall come into effect as of~~on~~ the 1st day of January,

~~2023~~2018, which date shall hereinafter be referred to as the "Commencement Date~~commencement date~~".

- 3.2 This Agreement shall commence on the Commencement Date~~commencement date~~ and shall continue until the ~~31st~~^{31st} day of December, ~~2027~~ (the "Term") at which time it shall terminate; provided that the ~~parties~~^{Parties}, by written Agreement executed prior to December 31, 2027, may extend the Term hereof for a further five (5) year period, commencing on the 1st day of January, 2028, and ending on the 31st day of December, 2032.

4.0 Maintenance/Repair Services

- 4.1 The Municipality hereby agrees to maintain and keep in repair those Road Allowances and bridge/culvert/drainage facilities, as identified on Schedule "A" and "B" hereto.

- 4.2 For purposes of clarity, attached as Schedule "B" to this Agreement is a sketch generally identifying the Roads and bridge/culvert/drainage facilities which are the subject of this Agreement and the maintenance and repair obligations set forth in clause 4.1 above. In the event of a conflict between the provisions of Schedules "A" and "B" hereto, the provisions of Schedule "A" shall prevail.

- 4.3 For purposes of clarity,

- 4.3.1 where a County Road intersects a road owned by or otherwise under the jurisdiction of the Municipality, the continuation of the County Road to its full width across the road so intersected is considered part of the County Road.

- 4.3.2 where a County Road intersects a Provincial Highway owned or otherwise under the jurisdiction of the Province of Ontario and/or the Ministry of Transportation - Ontario, the continuation of the said Provincial Highway to its full width across the County Road so intersected is deemed to be part of the Provincial Highway and not part of the County Road and, as such, is not subject to the obligations set forth in this Agreement.

- 4.4 Subject to ~~s. paragraph~~ 4.~~109~~ below, the Municipality covenants to perform maintenance/repair services upon those Road Allowances and bridge/culvert/drainage facilities identified in Schedules "A" and "B" hereto, at all times utilizing competent supervisors and workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement. The maintenance/repair services to be provided by the Municipality and the standards to which such Services are to be provided are as identified and/or contemplated by the Scope of Services ~~for the Elgin Road System~~ as attached as Schedule "C" hereto, which Schedule further includes photocopies of relevant Elgin County maintenance/repair policies as reflecting upon performance of those Services.

- 4.5 Road maintenance/repair services in addition to the Scope of Services identified in Schedule "C" may be performed by the Municipality by mutual agreement between the Municipal Superintendent and the County Superintendent. ~~In~~ the event that additional services beyond those provided for in Schedule "C" to this Agreement or otherwise at law, are required by the County, the County Superintendent ~~may, but is not required to, shall~~ identify such services to the Municipal Superintendent and the Municipality, through the Municipal Superintendent, and the Municipality, through the Municipal Superintendent, shall have the option of either seeking to perform such work or declining to perform such work. In the event that the Municipality seeks to perform such work and save and except in the case of an emergency as determined by the County Superintendent in his unfettered discretion, the County Superintendent, or his designate, shall deliver a written scope of intended additional services to the Municipality by the Municipal Superintendent. If the Municipality thereafter seeks~~If the Municipality chooses to seek~~ to perform such services, the Municipal Superintendent shall prepare and deliver a written cost estimate to the County Superintendent, who shall have the option of either accepting the said cost estimate or rejecting such estimate, in which former case, the accepted estimate shall constitute the mutual agreement for such additional services between the parties as referred to above. In the event that the Municipality, in the first instance, rejects the opportunity to seek to perform such additional services or the County, in the second instance, rejects the written estimate prepared and delivered by the Municipal Superintendent, then in either such instances, the County ~~shall~~ be at liberty to arrange for the additional services to be performed by a third party contractor other than the Municipality.

Without limiting the generality of the foregoing, in the case of an emergency as determined by the County Superintendent and without restricting the authority of the County Superintendent to retain a third party contractor to perform the required work, the requirement for delivery of a written scope of intended additional services is waived and the County Superintendent and the Municipal Superintendent may agree that the Municipality shall

perform such additional services as is required to address the said emergency, under which agreement the said additional services may be costed and invoiced by the Municipality to the County on a time and materials basis, with administrative surcharge(s) not exceeding five percent (5%) of the cost of such services prior to accrual of taxes; provided at all times that, prior to performance of any such additional services, the terms of such arrangement, including but not limited to costing and invoicing on a time and materials basis, must be confirmed in writing, including by exchange of email, between the County Superintendent and Municipal Superintendent.

In those circumstances in which additional maintenance/repair services are completed by a third party contractor, the County shall take all reasonable steps to ensure that such Works are at all times rendered by workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement and otherwise overseen by competent supervisors and, furthermore and at all times, that such Works shall satisfy any and all applicable provincial and/or ~~Municipality~~^{municipal} standards, whichever is higher.

In those circumstances in which such additional maintenance/repair services are completed by the Municipality and the Municipal Superintendent is of the opinion that certain road maintenance/repairs are of an emergency nature and that such notice to the County Superintendent is not practical and, as such, the Municipal Superintendent shall have the right to arrange for and complete those emergency services and shall thereafter notify the County Superintendent within the next working day of the services so provided.

The Municipality shall prepare and deliver an invoice to the County for such additional maintenance/repair services, including any such emergency services, in accordance with paragraph 5.2 below and the County shall pay such invoice in accordance with paragraph 5.3 below.

- 4.6** With respect to standards to which~~The parties acknowledge that~~ the Scope of Services set forth in Schedule "C" ~~to were approved by County Council but may be amended during the term of this Agreement~~ are to be performed, the parties hereto acknowledge and/or agree as follows:

As and where applicable and unless otherwise indicated, the~~by the said County Council. The parties agree to also acknowledge that the application of the regulatory standard to the associated maintenance or repair Service as specified within the then current Minimum Maintenance Standards established by the Province~~^{Minister of Transportation} ~~Ontario may by Regulation passed pursuant to the establish minimum standards for maintenance and repair of County Roads. Any proposed revisions to the Scope of Services shall be reviewed by the County~~

~~Superintendent and the Municipal Act. In the event of any Superintendent prior to the anticipated passage of same by County Council. In this regard and in respect of a change to an applicable regulatory standard(s) in minimum standards by the Province~~^{Minister of Transportation} ~~Ontario, the County Superintendent and Municipal Superintendent shall review such revised standard(s) proposed standards in relation to the Scope of Services to determine whether the said standards as revised proposed by the Province of Ontario are greater than or less than any applicable requirement(s) the requirements of the Scope of Services approved by Council. In this regard and in the event that the Province of Ontario has revised adopts a standard(s) regulation which contains minimum performance standards that is(are) higher than that applicable to or contemplated by the associated maintenance or repair Service(s), the Scope of Services adopted by Council, then the parties shall adopt those higher performance standards and, if necessary, present to County Council and Municipal Council any amendments required to this Agreement.~~

- 4.6.1** The standards for maintenance and/or repair Service(s) not specified within the Minimum Maintenance Standards are to be performed to the standard referenced in Schedule "C" hereto, including but not necessarily limited to an associated policy referenced and/or attached thereto. Any change in such standard requires the consent of both parties hereto and a formal written amendment hereto pursuant to s.15.3 herein.

- 4.7** The County Superintendent and the Municipal Superintendent shall each advise the other of repair and construction works that are scheduled along both County Roads and intersecting Municipal Roads on an annual basis to permit the Municipality the opportunity to arrange its work schedule in anticipation of those works upon any County Road. The County Superintendent shall also provide to the Municipality, for information purposes only and immediately upon granting of such permits or approvals, copies of any written permits or

approvals which are granted to third parties by the County Superintendent in respect of work upon or use of any County Road Allowance.

- 4.8** Without limiting the maintenance obligation of the Municipality as set forth above or herein, the parties acknowledge and agree that the Municipality shall not be called upon to maintain and/or repair a County ~~Roadroad~~, bridge/culvert/~~drainage~~ facility or highway bridge/overpass pursuant to this Agreement where such County ~~Roadroad~~, bridge/culvert/~~drainage~~ facility or highway bridge/overpass has been constructed and/or reconstructed by the County or a subcontractor retained by the County to a condition which would fail to meet established County standards for such County ~~Roadroad~~, bridge/culvert/~~drainage~~ facility or highway bridge/overpass or contract requirements for such construction and/or reconstruction; provided that the Municipality shall be obliged to so maintain and/or repair any such County Road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement at all times after such infrastructure has been remediated to a condition to meet established County standards for such County Road, bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such initial construction and/or reconstruction.
- 4.9** Further to those maintenance obligations referred to above, the Municipality also agrees to provide routine winter maintenance, including but not necessarily limited to snow removal and sanding, of highway bridges and overpasses not owned by the County but connecting at least to portions of County ~~Roadsroads~~. The parties acknowledge that such highway bridges and
- 4.10** overpasses are identified in Schedules "A" and ~~"B"~~ to this Agreement and that such facility shall be maintained in accordance with the Scope of Services for Elgin Road System attached as Schedule ~~"C"~~ to this Agreement.
- 4.11** ~~Notwithstanding that set forth in s. paragraph 4.4 above~~ but at all times subject to the dispute resolution process detailed in s. 12 below, the parties further agree that in the event of a dispute as to the interpretation of the Scope of Services prescribed by the County for the Elgin Road System, the decision of the County Superintendent, acting reasonably, shall prevail.
- 4.12** The County and the Municipality, as the case may be and in respect of the various obligations, acknowledgements, and agreements set forth in this ~~s. section~~ 4 above, further acknowledge and agree as follows:
- 4.11.1** Without limiting the generality of that set forth above but subject to the review and adoption process provided for in s. 4.6 above, the The Municipality hereby specifically acknowledges and agrees that, unless otherwise indicated, the maintenance and/or repair works undertaken upon County ~~Roadsroads~~, bridge/culvert/~~drainage~~ facilities and/or highway bridge/overpass pursuant to this Agreement shall at all times and in all ways satisfy the then current standards obligations to maintain and/or repair County roads and facilities as established by the Province of Ontario pursuant to the Municipal Act, and/or any Regulations passed thereunder, including but not limited to those standards established and known municipally as Minimum Maintenance Standards 2001 (Ontario). The Municipality hereby further acknowledges and agrees that its road maintenance/repair practices are of a nature and of a quality to satisfy all applicable statutory and/or regulatory obligations or standards for maintenance to maintain or repair a highway or associated facilities.
- 4.11.2** ~~The~~ County hereby specifically acknowledges and agrees that, in arranging for completion of works upon any County ~~Roadroad~~, bridge/culvert facility, and/or highway bridge/overpass, including the construction or reconstruction thereof, by a third-party contractor,
- 4.11.3** ~~it~~ shall use its best efforts to ensure that such works, by design and upon completion and acceptance, shall satisfy all applicable provincial and/or municipal standards for such construction and/or reconstruction;
- (a) ~~it~~ shall utilize appropriate contract documents to satisfy the commitment set forth in subsection (a) above;
- (a) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of the anticipated timing and detail of such works to be performed by a third party contractor upon any County Road, bridge / culvert facility, and/or highway bridge/overpass to which this Agreement applies;
- (b) in circumstances in which deficiencies in the said works are discovered, it shall use its best efforts to seek correction of such deficiencies by the involved contractor, including through reliance upon any warranty provided by such contractor; provided that the County shall at all times have the discretion to choose not to ~~seek~~ correction of such

deficiencies by such contractor or in reliance upon such warranty but to seek correction by any other contractor or through any other arrangement.;

- (c) during any period of time to which a specific warranty from a third-party contractor who completed Works upon any County Roadroad, bridge/culvert/drainage facility, and/or highway bridge/overpass shall apply, the County shall not require the Municipality shall not be required to perform maintenance/repair services as contemplated by this Agreement to improve the condition of such Works to meet any applicable provincial and/or municipal standard prior to such Works being accepted by the County; provided that it is otherwise understood that the Municipality may be required to perform maintenance/repair services in relation to such Works as contemplated by this Agreement in circumstances in which the applicable standard had been previously achieved as of the date of acceptance of the Works by the County but that, by use or otherwise, such maintenance/repair services are then required to again achieve such standard;
- (d) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of both satisfactory performance and completion of works by such third party contractor and/or, in the case of repair or remediation of any defect or deficiency caused by or attributed to the said or any other contractor, whether pursuant to a warranty or not, satisfactory repair or remediation of such defect or deficiency as well as the resultant commencement or re-commencement of the Municipality's maintenance and repair obligations as provided for herein in respect of the said County Road and/or bridge/culvert/ drainage facility; and,
- (e) upon reasonable demand by the Municipality, the County shall produce to the Municipality any records relating to inspection, deficiency correction, and/or acceptance of such works by or as between the County and any involved third-party contractor.

5.0 Payment to the Municipality

- 5.1 For maintenance/repair services as contemplated by the Scope of Services attached as Schedule "C" hereto, the Municipality shall receive the annual base payment of \$XXXXX for services rendered during each calendar year of the Term of this Agreement, provided that the said annual base payment shall be adjusted on an annual basis, effective January 1 of each calendar year of the term of this Agreement, commencing January 1, 20XX, in accordance with the Consumer Price Index (CPI) for Ontario (All Goods) for the month of October of each year, commencing October 2024. The Municipality shall submit a summary invoice in accordance with the sample Schedule "G" attached as Schedule "D" hereto to the County on or before the 10th day of each month, commencing February 10, 20XX, and continuing through and including January 10, 2028 and in accordance with the corresponding monthly percentage of annual base payment as set out in Schedule "E" attached, for such services rendered within the previous calendar month, such invoices to provide and, as required, be accompanied by the following reports:

5.0.1 within each such monthly invoice, the Municipality shall confirm the details of at least one (1) inspection of County Roads and bridge/culvert/drainage facilities as contemplated by this Agreement and completed within the previous month period to which the invoice applies, including the date and time of the inspection and the name of the person completing that inspection;

5.0.2 on or before the 10th day of April, July, October, and January of the Term of this Agreement but furthermore including January 10, 2024XX, and commencing April 10, 2023XX, a Quarterly Monthly County Road Work Report; detailing the Services contemplated by this Agreement and as performed by or on behalf of the Municipality maintenance/repair services both rendered during the previous three (3) full months' time period, such Reportcalendar month and anticipated to be prepared and deliveredrendered in the format set forth in Schedule "F" hereto;

- (i) by February 15th of each calendar year, commencing February 15XX, 2023XX, and continuing to and including February 15XX, 2027XX, and following, then current calendar month and as issued in accordance with the format set forth in Schedule "G" "F" hereto, Year-End Financial Statements;
- (iii) when winter materials have been utilized by the Municipality in providing maintenance/repair services on County Roads during the previous calendar month, Monthly Winter Materials Report, detailing the volume and amount of winter materials so utilized by the Municipality in the maintenance/repair of County Roads during such previous calendar month; and

5.0.3 ~~by February 15th each calendar year, commencing February 15, 2018, and continuing to and including February 15, 2028, year end financial statements detailing total repair/maintenance costs in respect of County Roads, for the previous full calendar year, including but not limited to line items for labour, equipment, material/contracts, administration and other costs for each Service item as identified in Schedule "C" hereto; and,~~

(iii) by May 10th of each calendar year, commencing May 10, 2023XX, a complete Winter Road Salt Use and Winter Control Operations Questionnaire for the previous twelve (12) month period ending April 30th of each such calendar year and including line items in the format set forth in Schedule "H" hereto~~respect of winter control, material costs, and patrol costs.~~

5.2 ~~For additional maintenance/repair services, including emergency services, as provided for herein and at all times and within 60 days of completion of such Services, the Municipality shall, within a monthly invoice prepared and delivered in accordance with ss. 4.5 and 5.1 above, charge submit to the County for an invoice detailing the agreed cost nature and extent of such Services, provided that the details of such work service, including a breakdown as between labour, materials, and taxes and cost calculation thereof, including photocopies of any third party of such charges, are set forth within including as agreed upon as between the County Superintendent and the Municipal Superintendent; provided that the said invoice shall include equipment charges based upon any estimate as previously accepted by the County Superintendent and provided further that such invoice and otherwise accounted for within the applicable Quarterly Report as contemplated in s. 5.1 above shall be prepared and delivered in accordance with the format reflected on the standard invoice attached as Schedule "G" hereto.~~

The County shall forthwith pay the monthly invoice submitted by the Municipality in compliance with the requirements set forth in paragraph 5.1 and ~~5.2~~ above, provided that the County shall not be required to pay any such invoice submitted by the Municipality which is not in compliance with those requirements and/or in respect of any invoice item which is disputed by the County. In addition and for purposes of clarity, in the event that the Municipality has failed to deliver a report or summary reports as contemplated by either paragraph.

5.3 ~~5.1 above or otherwise failed to comply with its obligations pursuant to paragraphs 5.2 above or 8 or 9 below, the County may withhold ten per cent (10%) of the value of any then current invoice and all subsequent invoices as rendered to it by the Municipality until the Municipality has corrected such deficiency and brought itself into compliance with its obligations pursuant to this section and this Agreement.~~

5.1 As guidance to the preparation of invoices and/or reports as set forth in this s. 5.0, the following principles shall apply:

5.1.1 Labour costs should be reported as actual costs of applicable salary and benefits paid.

5.1.2 Equipment costs should be reported as applicable machine hours, utilizing OPSS-127 rates most recently published by the Ministry of Transportation Ontario.

5.1.3 Material and Contract costs should be reported as invoiced to the Municipality by an applicable vendor.

5.1.4 An annual flat fee of up to 5% of the total annual County Road Maintenance Allocation may be reported by the Municipality as administrative charges within its Year-End Financial Statement.

5.2 All other applicable road maintenance/repair expenses related to County Roads and facilities as contemplated in this Agreement should be reported as "Other" within the Year-End Financial Statement submitted by the Municipality and which Statement should be accompanied by documentation supporting such expenses.

5.4 For purposes of further clarity, the parties hereto acknowledge that payments made and invoices rendered hereunder do not affect assessments applicable to or charged in respect of Municipal drains established pursuant to the Drainage Act, R.S.O. 1990, c. D.17, as amended (Ontario).

6.0 Insurance

6.1 The Municipality shall, during the term of this entire Agreement, obtain and maintain for the benefit of the County, a comprehensive general liability insurance policy in the amount of not less than ten million (\$10,000,000.00) dollars per incident, such policy providing insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of services and/or obligations that are undertaken pursuant to this Agreement; for purposes of clarity, the aforenotedafore-noted policy shall name the County as an additional insured.

6.2 The Municipality shall upon request provide~~furnish to~~ the County with copies of the Certificate of Insurance issued in respect of such policy and the Municipality shall maintain such policy in full force and effect during the entire Term~~term~~ of this Agreement.

6.3 Effective as of the date of this Agreement, the Municipality shall require that contractors and third parties which perform maintenance and/or repair works upon any County Roadroad, bridge/culvert, highway or overpass or traffic control signal or beacon in accordance with this Agreement shall maintain a comprehensive general liability insurance policy in the amount not less than five million (\$5,000,000.00) dollars per incident, such policy to provide insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of maintenance/repair services undertaken pursuant to this Agreement. The County and the Municipality shall each be named as additional insureds under the terms of this insurance policy.

7.0 Traffic/Beacon Signals

7.1 The Municipality shall monitor traffic control/beacon signals or devices located on County Roads in accordance with and as may be indicated in the Scope of Services attached as Schedule "C" hereto.

7.2 In the event that the Municipality shall observe any deficiency in the installation, erection, or operation of any traffic control/beacon signals, it shall immediately notify both the County Superintendent or his or her designate and the Electrical Contractor for the County as to the details of such deficiency; provided that the County shall at all times inform the Municipality of the identity of the current Electrical Contractor.

8.0 Inspection

County – Quarterly Inspections – Maintenance and Repair of Deficiencies by Municipality

8.1 Without limiting the right of the County to do so at any time but at least once during each three month period of the term of this Agreement, ~~the County, by its duly authorized employees or representatives~~ and on at least one such occasion to be as accompanied by the Municipal Superintendent, the County shall inspect the condition of the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals and beacons which are the subject of this Agreement and in relation to the Scope of Services for Elgin Road System attached as Schedule "C" to this Agreement. The County representative shall thereafter record the results of the said inspection on an Inspection Report in the format contained in Schedule "E" hereto, a copy of which shall then be delivered to the Municipal Superintendent along with written direction from the County Superintendent directing the repairs and/or maintenance works to be completed.

8.2 Unless postponed upon the written approval of the County and at all times within sixty (60) days of receipt of such Inspection Report, the Municipality, within a time period reasonably commensurate with the extent and nature of such works and any consequential risk to public users, ~~shall, the Municipality shall forthwith~~ undertake and complete all required repairs and/or maintenance works for which it receives direction pursuant to s.paragraph 8.1 above and shall report the details of such work~~provide~~ to the County ~~Superintendent a written report of completion of those works within~~ the Quarterly Report next delivered pursuant to s. 5.1 above~~sixty (60) days of receipt of the said direction.~~

8.3 The Municipality acknowledges and agrees that the performance of inspections by and the communication of direction for required repair and/or maintenance from the County pursuant to paragraph 8.1 above does not relieve the Municipality of its obligations to otherwise perform repairs and/or maintenance works to County roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic control/beacon devices as set forth in this Agreement.

By the Municipality – Monthly Inspections – Inspection Notes – Maintenance and Repair of Deficiencies of Municipality

8.0 At least once during the course of each calendar month during the Term of this

Agreement, the Municipality, by its Municipal Superintendent or any authorized designate thereof, shall inspect the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals which are the subject matter of this Agreement and in relation to which the Scope of Services attached as Schedule "C" hereto apply. The involved Municipal representative shall prepare written records/notes of the results of each such inspection, including but not limited to the particulars of any relevant MMS standards findings, noted deficiencies, corrective actions undertaken, and/or planned, but not yet completed, works, which results, along with details of completed remedial maintenance and/or repair work, shall be incorporated within the next delivered Quarterly Roads Works Report (Municipality to County) prepared in the format outlined in Schedule "F" hereto. Thereafter, the said records/notes shall be held and maintained by the Municipality in accordance with and pursuant to the obligations set forth in s. 9.0 hereof.

8.1 Without limiting the generality of the foregoing and unless extended by the written approval of the County but at all times within a time period reasonably commensurate with the nature and extent of such works and any consequential risk to public users, the Municipality shall undertake and complete all required maintenance and/or repair works in respect of deficiencies noted and recorded during any one or more monthly inspections as prescribed in s. 8.4 above and report the details of such deficiency and work to the County within the Quarterly Road Works Report next delivered.

9.0 Records

9.1 The Municipality shall maintain accurate records of works performed pursuant to this Agreement, including but not limited to works performed pursuant to any direction received pursuant to paragraph 8.1 above, the records/notes required by s. 8.4 above, and as incorporated within and utilizing the format contained in Schedule "F" hereto, provided that, with the Quarterly Roads Works Reports as referenced above approval of the County Superintendent, the Municipality may utilize a different format developed by and meeting the purposes of the Municipality and the County and providing at least the same information and detail reflected in the format contained in Schedule "F" hereto.

~~**9.2** —~~ The Municipality shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention ~~bylaw~~by-law, approved in accordance with the Municipal Act, ~~2001 (Ontario)~~, and, further thereto, shall allow access to such records to the County Superintendent or his or her delegate, limited only by the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, (Ontario).

9.2 c. M.56, as amended (hereinafter "MFIPPA").

9.3 — The County shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act and ~~further thereto~~, shall allow access to such records to the Municipal Superintendent or his or her delegate, limited only by the provisions of MFIPPA, the Municipal Freedom of Information and Protection of Privacy Act (Ontario).

10.0 Indemnity

10.1 The Municipality hereby indemnifies and saves harmless the County, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect or refusal of the Municipality, its servants, employees, agents, invitees or contractors to maintain and/or repair any County Road and/or bridge/culvert/drainage facilities in accordance with the terms of this Agreement.

10.2 The County hereby indemnifies and saves harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, ~~lawsuits~~ or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect, failure or refusal to perform or otherwise satisfy any obligation or covenant provided for in this Agreement.

10.3 In the event that the Scope of Services for the Elgin Road System as contemplated by this Agreement are found by a Court of competent jurisdiction to have been completed without fault or negligence by the Municipality, or, in the alternative, the County has acknowledged that such services have been completed without fault or negligence by the Municipality, in both cases including its employees or agents, then the County hereby agrees to indemnify and save harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, or other proceedings that may be advanced against the County or the Municipality arising from the

works performed by the Municipality upon the relevant County Roads and/or bridge/culvert/drainage facilities.

10.4 In the event of a claim to damages as against either and/or both the County and the Municipality in respect ~~of an alleged failure to repair and/or maintain a County Road~~ and/or bridge/culvert/drainage facilities, the parties shall cooperate in the administration of and/or response to such claim to damages, including but not limited to provision of photocopies of correspondence and/or communication with its respective insurer, subject at all times to any conflict of interest as identified by either party hereto or its insurer.

10.5 ~~In addition to~~Notwithstanding the contents of Section 10.3 above, in the event that a proceeding against the Municipality in respect of conduct relating to the performance of maintenance/repair ~~Services~~services undertaken pursuant to this Agreement is dismissed at Trial, then the County ~~of Elgin~~ shall reimburse the Municipality for one-half of its insurance deductible to a maximum amount equal to one-half of the deductible payable by the County under its general liability insurance policy in effect at the date of the loss/incident upon which such proceeding was based.

10.6 All indemnities that arise from this Agreement extend beyond the term of this Agreement.

11.0 Assignment and Sub-Contractors

11.1 The Municipality agrees that the County Superintendent reserves the right to approve, acting reasonably, sub-contractors the Municipality retains to undertake the Scope of Services contemplated by this Agreement.

11.2 In the event the Municipality assigns or sub-contracts its responsibilities under this Agreement or otherwise employs sub-contractors, the Municipality shall be responsible for all payment requirements or other obligations of an owner pursuant to the Construction Lien Act (Ontario). Without limiting the foregoing, the Municipality shall be responsible to quantify the value of work performed and materials supplied and prepare progress certificates to show the amount of statutory holdbacks and liens as may apply. If required by the County, a copy of each progress payment certificate shall be directed to the County Superintendent. The Municipality shall be responsible for obligations to a sub-contractor to certify the completion of the works as required. The County Superintendent shall receive a copy of the certificate of substantial performance as issued by the Municipality and the Municipality shall comply with all notice requirements as set out in the Construction Lien Act (Ontario) for the said certificate.

12.0 Dispute Resolution

12.1 The parties further agree that in the event of a dispute between the parties as to any matter arising from this Agreement with financial implication to either ~~or both parties~~ of at least twenty-five thousand (\$25,000.00) dollars, then the resolution of such a dispute shall be determined, ~~upon the agreement of both parties~~, by a private arbitrator, and that decision of the private arbitrator shall be final and binding. The arbitrator selected shall have significant experience in road construction and maintenance and repair and other municipal matters and may be selected upon the recommendation of the Director of the Ontario Good Roads Association. The parties agree that in order to apply for arbitration pursuant to this paragraph, the party making the application must provide notice of the dispute and its intention to proceed to private arbitration within thirty (30) days of becoming aware of the subject matter in the dispute.

12.2 In the event that the parties ~~agree to~~ proceed to arbitration, then the arbitrator shall be selected upon mutual agreement of both parties within ninety (90) days of receipt of the notice of arbitration, failing which each party shall select their own representative, who in turn ~~shall~~will select ~~a third~~an arbitrator with the qualifications as noted above, and the selection of that third arbitrator shall be final and binding.

12.3 The provisions of the Statutory Powers and Procedures Act, R.S.O. 1990, c. ~~S.6-22~~, as amended, and the Arbitrations Act, R.S.O. 1990, c. A.24, as amended, shall apply through the arbitration process.

12.4 The parties hereto further agree that:

- (a) The arbitrator shall have the unfettered discretion to decide upon and direct resolution of any dispute arising in relation to this Agreement, ~~including but not necessarily limited to the direction that the within Agreement be terminated on as at a date deemed reasonable by the arbitrator~~;
- (b) Any award or decision made by the arbitrator is binding upon ~~the parties~~them and may be enforced in the same manner as a Judgment or Order of the Ontario Superior

Court of Justice to the same effect;

- (c) Either party may obtain an Order pursuant to the Arbitration Act, 1991, S.O-8-0. 1991, Chapter 17, as amended, staying any legal proceeding relating to the dispute presented to the Arbitrator pursuant to this Agreement; and
- (d) Neither party shall have the right to appeal the award or decision of the arbitrator to a Court or apply to set aside the award or decision of the arbitrator.

12.5 Unless otherwise agreed by the parties, the cost of the arbitration ~~and the parties' own costs~~ shall be determined by the arbitrator, who has the authority to award costs payable against an unsuccessful party in his or her discretion at the conclusion of the arbitration.

12.6 In the event of a dispute between the parties as to completion of maintenance or repair works as required by this Agreement or as otherwise directed by the County Superintendent, then any arbitration hearing shall not be scheduled or be commenced until after the repair or maintenance services are completed to the satisfaction of the County Superintendent.

13.0 Oversight / Administration

General

13.1 To assist in oversight and administration of Road Maintenance Agreements between the County and its constituent lower tier municipalities, including the within Agreement, and with the goal and purpose of achievement of reasonable maintenance and repair of County Roads and associated bridge/culvert/drainage facilities in return for fair and equitable payment to the involved Municipality, the parties hereto agree to participate in establishment and subsequent consultative meetings of the following committees:

13.1.1 Operations Committee; and,

13.1.2 Governance Committee.

Operations Committee

13.2 The parties hereto agree that the Terms of Reference for the Operations Committee, including as to intended compensation, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-1” hereto.

Governance Committee

13.3 The parties hereto agree that the Terms of Reference for the Governance Committee, including as to intended composition, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-2” hereto.

Annual Compliance Report – County to Governance Committee

13.4 As referenced in Schedule J-2 as Terms of Reference for the Governance Committee and on or before March 31st of each year of the Term of this Agreement, commencing March 31, 2024, but extended to and including March 31, 2028, the County shall prepare and submit to the Governance Committee an Annual Compliance Report detailing and providing analysis and comment upon the performance of the Municipality in relation to its duties and obligations set forth in this Agreement, including but not limited to the following matters:

13.4.1. Individual and summary results of remedial works required by Quarterly Inspection Reports delivered by the County delivered by the County to the Municipality;

13.4.2. Overall response of the Municipality to deficiencies noted within monthly inspections by the Municipality and Quarterly Inspection Reports submitted by the County to the Municipality;

13.4.3. Summary of compliance of Municipality with duties and obligations created by the Road Maintenance Agreement, including but not limited to reporting requirements and deadlines; and,

13.4.4. Engagement between the County and the Municipality within the Operations Committee and its meetings.

140 NOTICE

13.0 Notice

13.13.0 Any notice required pursuant to this Agreement shall be delivered to the Chief Administrative Officer of the respective parties hereto and at the addresses set forth below:

For the County:

450 Sunset Drive

_____ St. Thomas, Ontario, N5R 5V1

Facsimile Transmission: 519-633-7661

[Email: engineering@elgin.ca](mailto:engineering@elgin.ca)

For the Municipality:

[Address](#)

[Facsimile Transmission:](#)

[Email:](#)

~~13.2~~**13.1** Any written notice between the parties hereto, which specifically excludes any invoice rendered in accordance with section 5.0 hereof, shall be delivered or sent by prepaid registered mail addressed to the parties at their respective addresses listed above, or their respective facsimile numbers as noted above.

~~13.3~~**13.2** In the event that either party hereto shall change its address within the term of this Agreement, such party shall provide the other party hereto with written notification of such change of address within thirty (30) days of the effective date of such change, upon which date of notification the said new address shall be considered the address for service of any notice hereto pursuant to Section 14.1 above.

~~13.4~~**13.3** Notice shall be deemed to have been received on the date on which notice was delivered to the address as designated or, in the case of mailing, on the fifth day after the date of mailing or, in the case of facsimile, the day after the facsimile has been sent or, in the case of email, on the next business day following the receipt of such email.

15.0 Miscellaneous

14.0 Waiver

14.1 Any provision of this Agreement may be waived in whole or in part by a party without prejudice any other right of that party as arising from the breach of any other provision hereof. A waiver shall be binding upon the waiving party only if it is in writing. The waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any further breach of the same provision.

15.0 Severability

15.1 All paragraphs, terms and conditions of this Agreement are severable and ~~the~~ the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

Amendment

15.1 No amendment, variation, or change to this Agreement shall be binding unless same shall be in writing and signed by the parties.

Schedules

16.0 ~~Complete Agreement~~

~~16.2~~**16.0** This Agreement includes the Schedules set out as Schedule ~~"A"~~ to **"J-2"**~~"G"~~ inclusive, and constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of road maintenance for those roads as set out ~~in~~ this Agreement.

Signatures in Counterparts

15.2 This Agreement, including any associated agreements or documents required in connection herewith, may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same Agreement.

17.0 Enurement

17.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The parties hereto agree for themselves and on behalf of the foregoing persons to undertake such further acts and execute such further documents as may be necessary or expedient in order to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED & DELIVERED)

in the presence of

) Corporation of the County of Elgin
)
)
)
) per:
) Name: Ed Ketchebaw
) Position: Warden
)
)
) per:
) Name: Don Shropshire
) Position: Chief Administrative Officer
)
) We have authority to bind the Corporation
)
)
)
) The name of the Municipality
)
)
) per:
) Name:
) Position:
)
)
) per:
) Name:
) Position:
)
) We have authority to bind the Corporation

SIGNED, SEALED & DELIVERED

in the presence of

) Corporation of the County of Elgin

) per: _____

) Name:

) Position: Warden

) per: _____

) Name: Julie Gonyou

) Position: Chief Administrative Officer

) We have authority to bind the Corporation

) The name of the Municipality of

) per: _____

) Name:

) Position: Mayor

) per: _____

) Name:

) Position:

) We have authority to bind the Corporation

Schedule 'C'

Scope of Services for Elgin Road System (including SCHEDULE "C")

SCOPE OF SERVICES

1.0. Inspection

1.1. Routine Inspections

Service Description: Routine inspection of roads for defects, safety concerns, and road conditions.

Service Details:

- Frequency of routine inspections to comply with standard for frequency of patrolling of highways provided for in then current Minimum Maintenance Standards)

~~This Scope of Services describe maintenance activities required Standards.~~

- As part of routine road inspections, the Municipality shall report any concerns with flashing beacons, traffic signals, or pedestrian crossings to the County Superintendent and the County's Electrical Services Contractor upon becoming aware of any underlying defect.

2.0. Road Surface Maintenance

2.1. Maintaining Asphalt Pavement and Treated Surfaces

Service Description: Identification and repair of road surface defects, including but not limited to potholes, cracks, and edge drop-offs.

Service Details:

- ~~All repairs and remedial works to be completed by the municipality and in which are included in the base annual lump sum compensation. No additional funds will be provided to the municipalities for Municipality in compliance with the execution of the works described herein.~~

- ~~This Scope of Services describes maintenance activity requirements above and beyond and in addition to the requirements of the then current Minimum Maintenance Standards for Municipal Highways (Ontario Regulation 239/02), copy appended as Attachment 1 hereto.~~

SOS101 – Asphalt Pavement Surfaces

- ~~The~~ For asphalt pavement surfaces, original design width, minus 0.1 ~~meters~~m., shall be maintained.
~~The~~
- For surface treated surfaces, original design width, minus 0.2 m., shall be maintained.
- Required total linear ~~quantity of work shall be repair and remedial works at any single location~~ limited to 50 ~~meters~~m. per lane ~~kilometer~~km. annually.
- In the event that the Municipality, acting reasonably, determines that the total linear repair and remediation works necessary to comply with the then current Minimum Maintenance Standards at any single location exceeds 50 m. per lane km. annually, then, conditional upon timely notice to the County Superintendent, those works exceeding such annual threshold of 50 m. per lane km. shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

2.1.1. Bicycle Facilities Maintenance

Service Description: Identification and repair of surface defects within designated bicycle lanes / facilities.

Service Details:

- Designated bicycle lanes / facilities shall be inspected and maintained ~~considering the facility user. Surface defects should be identified (i.e. traffic barrel) as soon as practical while they can be scheduled for repair. in a manner to account for and accommodate the intended user of those lanes / facilities.~~

SOS102 – Surface Treated Surfaces

- ~~The original design width, minus 0.2 meters shall be maintained.~~
- ~~The total linear quantity of work shall be limited to 50 meters per lane kilometer annually.~~
- **SOS201**—Identification / placement of appropriate warning equipment, including but not necessarily limited to signage or placement of traffic barrel(s).

shall occur as soon as practicable after discovery of any defect and/or unsafe condition within any bicycle lane or facility and thereafter maintained until requisite repair completed.

2.2. Maintaining Gravel Shoulders

~~The original~~Service Description: Identification and repair of defects along gravel shoulder of roads, including but not limited to potholes, cracks, and edge maintenance.

Service Details:

- All maintenance and repair works shall be completed by Municipality in compliance with then current Minimum Maintenance Standards.
- Original design width, minus 0.3 meters shall be maintained m., shall be graded as required and at all times at least two (2) times per year.
- Where partially or fully paved shoulders exist, the shoulder width referenced immediately above shall be measured from the nearest edge of the driving lane (white line).
- ~~Shoulders shall be graded a minimum of 2 times per year and as required.~~
- Isolated or spot shoulder graveling ~~(gravelling, including supply and install installation of Granular “A” material to a maximum of ten (10) tonnes and not exceeding 20mtwenty (20) m. in length perat any single location),~~ shall be completed as required to works eliminate edge of pavement drop-offs, standing water, or depressions ~~and, which works~~ may require berm removal to promote positive sheet flow.

SOS301 – Hard Surface Cleaning

- Roadway sweepingIn the event that the Municipality, acting reasonably, determines that isolated or spot shoulder graveling works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of Granular “A” material and/or over a length in excess of twenty (20) m. at any single location to comply with the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold(s) shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

2.3. Sweeping

Service Description: Sweeping of County roads.

Service Details:

- ~~Sweeping of County roads~~ shall be completed two (2) times per~~during each~~ calendar year in urban areas.
- ~~Roadway sweeping in rural areas shall be completed~~Settlement Areas and as required: in Agricultural Areas, both of which Areas are as identified in the County of Elgin Official Plan (Schedule "A" – Land Use).

2.3.1. Sweeping of Designated ~~bicycle~~Bicycle Lanes / Facilities

Service Description: Sweeping of Designated bicycle lanes / facilities.

Service Details:

- ~~Designated bicycle lanes / facilities shall be swept a minimum of five times annually and as required considering to account for and accommodate the roadintended user. The County will accept an additional service invoice for the cost of sweeping designated bicycle of such lanes / facilities five times annually and which must occur at least once during the months of May, June, July, August, and September of each calendar year.~~
- ~~SOS302~~—Sweeping of designated bicycle lanes / facilities as specified immediately above shall be deemed to be additional works to which s. 5.2 of the Road Maintenance Agreement shall apply.

3.0. Roadside Maintenance

3.1 Debris Control

Service Description: Removal of material deposited on the travelled portion of the road or shoulder, either intentionally or unintentionally and including but not limited to mud, rocks, dead animals, trash, and other debris.

Service Detail:

- Debris should be removed from the travelled portion of the road or shoulder immediately after discovery

3.2. Vegetation Control

Service Description: Cutting of overgrown or unwanted vegetation along roads, at intersections, and under and around bridges, culverts, and safety systems.

Service Details:

- Cutting of vegetation along roads shall be completed two (2) times annually during each calendar year, once in the spring season and once in the fall. ~~The season, to a minimum width of cutting shall be a minimum of 3.6m~~ 6 m. from the exterior edge of the closest shoulder in ~~the spring,~~ and a minimum width of ~~1.8m~~ 8 m. from the exterior edge of the closest shoulder in the fall.
- Vegetation shall be cut or sprayed, subject to the County No Spray Policy, from around guide rail posts and, where practicable, to a minimum width of 1.8m ~~8 m.~~ behind any guide rail ~~where practicable.~~
- Vegetation shall be cut ~~across all~~ from road property allowances at intersections to achieve a clear sight distance of at least ~~200m~~ 200 m. in all directions from such intersections. ~~The vegetation shall not be cut to a height no greater than 0.3m in height~~ 3 m.
- ~~At least once every 3 years, all roads shall be cut full width (from the road shoulder to the road property limits) in all areas where this can be completed unless deemed unsafe by the Municipality or deemed not required by the County. Therefore, a minimum of one-third of the roads shall be maintained to the full property limits annually. These areas shall be clearly identified and reported to the County annually.~~
- ~~An additional service invoice in the amount of \$140 per road kilometer will be accepted by the County annually for the actual number of kilometers cut full width by the Municipality and shall not exceed one-third of the total number of kilometers maintained.~~
- ~~The main goals of vegetation control include:~~
 - ~~Keeping signs, road geometry and intersections visible to drivers.~~
 - ~~Keeping road users (vehicles, bicycles and pedestrians) visible to drivers.~~
 - ~~Helping pedestrians and cyclists see motor vehicles.~~
 - ~~Improving visibility of wildlife near the road.~~
 - ~~Removing trees which could pose a collision hazard.~~
 - ~~Improving winter road maintenance by reducing drifting and shading.~~
 - ~~Helping drainage systems function as designed.~~
 - ~~Preserving pavements through daylighting and root system control.~~
 - ~~Controlling noxious weeds and evasive species.~~
 - ~~Aesthetics.~~

SOS303 – Brush Control

- ~~Cutting of brush shall be completed annually and removed underneath and within 3 meters of culverts, bridges and safety systems (guard rail).~~
- ~~Brush and vegetation that obscures any road sign shall be removed.~~

SOS304 –

- With respect to culverts, bridges, and safety systems, including but not limited to guide rails, vegetation shall be cut at least once during each calendar year and, at

that time, removed from beneath and within 3 m. of such culverts, bridges, and safety systems.

- The Municipality shall ensure that the full width of the County road allowance is free of invasive and noxious weeds and / or larger brush and vegetation that impedes sightlines and / or drainage facilities. Any such larger vegetation should be removed as soon as practicable by the Municipality and at all times before the canopy of any such vegetation begins to encroach upon the road allowance.
- The Municipality shall perform routine vegetation maintenance, including but not as a limited to weed trimming, around any Elgin County “Gateway” signs within the territorial limits of the Municipality.

3.3. Tree Maintenance / Removal

Dead trees on Service Description: Identification and removal of dead trees and hazardous limbs.

Service Details:

- Tree limbs that pose a safety hazard to the public users of a County road property shall be removed within one year of being identified immediately upon discovery and identification.

Limbs

- Dead trees that are broken and/or are posingpose a potential safety hazard to the public safetyusers of a County road shall be removed as soon as they are identifiedwithin one (1) year of discovery and identification.

When

- Stumps of removed trees are removed, stumps in non-landscaped areas shall be ground down to be level with surrounding terrain in rural areas. In manicured lawn areas, groundwhile stumps within landscaped areas shall also be further restored with topsoil and seed to match the surrounding terrain.

SOS305—Herbicides

Herbicide use3.4. Noxious Weed Control

Service Description: Cutting and spraying of noxious weeds and invasive species.

Service Details:

- Use of herbicide(s) to control unwanted vegetation, including but not limited to noxious weeds and other invasive species, shall conform to the Elgin (County of Elgin's) "No Spray Policy".

SOS306—Debris Control

- All material deposited on the traveled portion, a copy of the road or shoulder, either intentionally or unintentionally shall be removed upon becoming aware. Examples include, but are not limited to: mud, rocks, dead animals, trash, etc. which policy is appended to this Schedule "C".

SOS401—

4.0. Drainage Facilities Maintenance

4.1. Cleaning of Drainage Facilities

Service Description: Cleaning and removal of obstructions from drainage facilities within County road allowances or otherwise servicing County roads, including but not limited to all outlets, subdrains, storm sewers, curbs and gutters, and catch basins.

Service Details:

- Storm drainage facilities shall be cleaned when identified as experiencing restricted flows (i.e. gutter outlets/swales). This work may require video investigations, flushing, removal of obstructions, including but not limited to roots, and other steps to reestablish unrestricted flows.
- Catch basins shall be cleaned as required if debris has filled sumps but in all cases at least one time during each two (2) calendar year period.
- In addition to the drainage facilities identified in Schedule "A" hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be cleaned pursuant to this Road Maintenance Agreement.

4.2 Repairs to Drainage Facilities

Service Description: Identification of defects and deficiencies in and repair of drainage

facilities within County road allowances or otherwise servicing County roads.

Service Details:

- Grate replacement, riser repairs, and patching around catch basins will be completed under and as routine maintenance and repair operations as contemplated by this Road Maintenance Agreement.
- All other defects and deficiencies in drainage facilities will be reported by the Municipality to the County Superintendent and any remedial repairs will be completed under arrangements made by the County, if by the Municipality as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement will apply.
- In addition to the drainage facilities identified in Schedule "A" hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be repaired pursuant to this Road Maintenance Agreement.

4.3. Ditch Maintenance

Service Description: ~~Ditches shall be maintained for~~ Ditches shall be maintained for within County road allowances to be kept in a condition maintaining positive water flow and to eliminating standing water.

Service Details:

- Required ditch maintenance limited to fifty (50) m. in length at any single location.
- In the event that the Municipality, acting reasonably, determines that ditch maintenance in excess of fifty (50) m. in length is required at any single location in order to maintain positive water flow and eliminate standing water. Ditching or to otherwise conform to any requirement provided for in the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional work to create positive water flow shall be limited to 50m in length at each identified area which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

SOS402 – Culvert, Outlets and Subdrains

5.0. Bridges and Culverts ~~(entrance or road crossing)~~

5.1. Structure Cleaning

Service Description: Cleaning of all bridges and culverts on, above, or under County roads.

Service Details:

- Municipality shall clean all bridges and culverts on, above, or under County road once during a calendar year and in accordance with the current guidelines provided in the Bridge and Culvert Management Course offered by the Ontario Good Roads Association.
- All culverts shall be cleaned using water jets (for flushing) or other effective means where to re-establish water flow that has been restricted by, amongst other things, material, and debris, etc.

SOS403 – Storm Sewers, CurbAny and Gutters, Catchbasins, etc.

- ~~Storm drainage systems shall be cleaned when they have been identified to be restricting flow (i.e. gutter outlets/swales). This may require video investigations, flushing, removing of obstructions (i.e. roots), etc.~~
- ~~Catchbasins shall be cleaned at least once every 2 years or more if debris has filled their sumps.~~
- ~~Repairs involving grate replacement or riser repairs and patching around catch basins shall be carried out under maintenance operations. All other all defects and deficiencies, or observation or evidence thereof, in the structure, condition, or operation of any bridge or culvert shall be reported, immediately upon discovery and in writing, to the County of ElginSuperintendent.~~

SOS404 – Structure (Bridge and Culvert) Cleaning

- ~~Shall be completed annually. Noted deficiencies shall be reported to the County in writing.~~
- ~~Structure cleaning shall follow the guidelines of the Ontario Good Roads Association's Bridge and Culvert Management Course.~~

SOS407 – 5.2. Erosion Control at Structures

~~Municipalities~~Service Description: Installation of stone or similar material to prevent erosion around bridges and culverts, including but not limited to structural elements thereof.

Service Details:

- Municipality shall be responsible for the costscost of supplying and installing up to ten (10) tonnes of quarry stone or similar repair material per locationat any bridge or culvert location to prevent erosion around any such bridge or culvert, including but not limited to structural elements thereof.

- SOS501—In the event that the Municipality, acting reasonably, determines that the erosion control works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

6.0. Safety Devices

6.1. Road Markings

- ~~Shall be completed as per the Ontario Traffic Manual – Book 11.~~

All Service Description: Painting of road markings shall be painted annually upon travelled portion of County roads, including but not limited to: centerline centreline markings, edge of lane markings, stop blocks, turn arrows, etc and lines / symbols denoting Designated Bicycle Lanes / Facilities.

~~White, edge of lane marking locations to be painted annually are shown on Attachment #2 to this schedule. Generally, these locations are~~

Service Details:

- Municipality to paint (or re-paint) all Road markings on County Roads once during each calendar year and in accordance with the Ontario Traffic Manual – Book 11.
- As further guidance, the County notes that the white, edge of lane markings requiring annual painting (or re-painting) are generally located at road crests, and sags, curves, narrow structures, Class 1 roads, and roads with partially or fully paved shoulders. Most county road Furthermore, most County Road intersections also have diverging incorporate the merging lanes, turning tapers, and radii that also require annual painting, and are not specifically depicted on these maps and OTM Book 11 shall be followed. In all such circumstances and with particular respect to the afore-noted road design and markings, the Municipality shall conform strictly to the requirements of the said Ontario Traffic Manual – Book 11. On paved shoulders that
- Where the County has defined designed and constructed paved shoulders designated as a bicycle lane, two / facility and on an annual basis, the Municipality shall paint (or re-paint) two (2) solid white edge lines will be painted annually to create a buffer zone. The second, additional solid white edge line, will be funded by the County in addition relation to the municipality's annual allocation. The County will accept an invoice from the municipality for the cost to paint the second and additional white edge line where bicycle lanes are designated. such Designated Bicycle Lane / Facility.
- ~~The municipality shall coordinate their painting schedule to defer marking road sections that the County is resurfacing under their capital program.~~

~~Municipalities will be made aware of planned resurfacing at the beginning of each year. If a municipality marks a roadway planned for resurfacing by the County that year, the municipality will be responsible for re-marking that road at their cost.~~

SOS502—

- On or before January 31 of each calendar year, the County shall advise the Municipality of resurfacing projects planned for County roads during the course of such calendar year and the anticipated timing of same and the Municipality, in consultation with and notice to the County Superintendent, the Municipality may exercise its discretion to defer road marking of such County Roads until the following calendar year. In this regard, the County acknowledges that it shall be responsible for arranging and paying for painting (or re-painting) of road markings necessitated solely by such resurfacing projects or other capital works on County roads.

6.2. Road Signs

~~Municipalities are responsible to maintain~~ Service Description: Maintenance of all existing Regulatory, Warning and Information road signs as per regulatory, warning, and information road signs and beacons, re-installation of damaged or stolen road signs and beacons, and removal of unauthorized signs.

Service Details:

- Municipality to install and maintain all road signs and beacons in accordance with the then current Minimum Maintenance Standards and the Ontario Traffic Manual.

~~Municipalities are~~

- Municipality is responsible for all costs to supply signs and materials to re-install damaged or stolen road signs and ~~to maintain~~ battery-operated beacons.
~~Elgin~~
- The County “green” shall be responsible for reimbursement of the Municipality for all labour and/or material costs incurred by the Municipality in the replacement and reinstallation of road signs that fail a reflectivity inspection conducted as part of routine testing, provided that the Municipality prepare and deliver an invoice to the County in respect of such costs in accordance with s. 5.2 of the Road Maintenance Agreement.
- The Municipality shall immediately remove any and all unauthorized signage attached to County infrastructure, including but not limited to road signs and beacons.
- The Municipality shall remove any and all signage determined to be a safety concern due to the sight line or drainage obstruction or is otherwise found to be in

an unsafe condition or position that poses a potential safety risk to the public users of a County road.

- Signage to warn motorists of areas identified to have high numbers of collisions between deer and motor vehicles will be installed with operating beacons on or before October 1 of each calendar year and thereafter remain in place, in good operating condition, until January 1 of the following calendar year; provided that, at all the times, such beacons shall be removed and alternative approved signage installed.
- At the request of and as supplied by the County, the Municipality shall install Elgin County roadway directional/information signs and Elgin County Tourism signs will be supplied by the County. Labour and material costs required to Municipal works undertaken to install and/or re-install “green” such roadway directional/information signs will be included are required works contemplated by the within the base maintenance allocation. Labour and material costs required to Road Maintenance Agreement and do not constitute additional works thereunder. Municipal works undertaken to install and/or re-install Elgin County Tourism signs are not required works contemplated by the within Road Maintenance Agreement and will constitute additional works thereunder and the cost thereof shall be invoiced to the County pursuant to s. 5.2 of the said Agreement.

~~Signage to warn motorists of areas identified to have high incidents of deer vs. vehicle collisions will be installed with operating beacons on October 1st~~

- ~~Municipality is and remain in place until January 1st. All other times the beacons shall be removed and alternative approved signage will be installed.~~
- ~~The municipality is fully solely responsible for supply and installation (or re-installation) of Hamlet / Community Identification signssignage and, if necessary, the Municipality shall obtain a permit authorizing such installation from the County.~~
- ~~All signs as contemplated by this sub-section shall be installed on wooden 4”x4 x 4” posts, save and except for signs with the exception dimensions of 90cm90 cm x 90cm signs90 cm (or greater), thatlarger) and which signs shall be installed on 6”x6 x 6” wooden posts with a 2”x4” cross2’ x 4’ bracing.~~
- ~~Municipalities shall perform maintenance (i.e. weed trimming) around Elgin County “Gateway” signs.~~

SOS503—

6.3. Guide Rail and Traffic Barrier Systems

~~Municipalities are required to maintain~~ Service Description: Maintenance and repair of all existing road safety systems ~~(i.e., including but not limited cable guide rails, steel beam guide rail, rails, and end treatments, etc.) to the~~.

Service Details:

- Municipality to maintain and repair all existing road safety systems to the then current Ontario Provincial Standard Specifications.
- ~~The municipality is responsible for the first \$10,000 spent annually to complete repairs and maintenance on all~~ In the event that an existing systems. Complete documentation shall be provided to the County once this limit has been reached.
- ~~When damage has occurred from road safety system is damaged as the result of a motor vehicle collision, the municipality~~ Municipality shall forthwith notify the County. Superintendent.

~~Damage occurring as a result of municipal operations shall not form part of~~

- ~~Until~~ the annual \$10,000 deductible.

SOS504 — Flashing Beacon, Traffic Signals, Pedestrian Crossings

- ~~Municipalities shall, as part of their regular road patrols, report referenced below is surpassed, the Municipality shall arrange and pay for repair and/or maintenance of any concerns with these systems to the County and the County's Electrical Services Contractor upon becoming aware of the defects~~ such damaged road safety system.
- **SOS601 —** Municipality is responsible financially for the first \$10,000.00 spent annually to complete repairs to or otherwise maintain all road safety systems to which this Road Maintenance Agreement applies (hereinafter "annual deductible"). The Municipality shall inform the County Superintendent upon the annual deductible being surpassed and thereafter forward to the County Superintendent evidence confirming same.
- After the annual deductible is surpassed, the County shall be responsible for paying for repair and/or maintenance of all road safety systems to which the within Road Maintenance Agreement applies; provided that Municipality shall perform or otherwise arrange performance of such repair and maintenance works as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.
- The cost of repair and maintenance of any road safety system as caused or contributed to by the operations of the Municipality, including but not limited to any failure to perform the within Scope of Services, shall not be taken into

account in any calculation to determine if the annual deductible has been surpassed.

6.4. Road Closures

Service Description: Management and co-ordination of and participation in closures and detours of County roads.

Service Details:

- Municipality shall co-operate and participate in all emergency closure and detour events on any County road to which this Road Maintenance Agreement applies.
- All works provided by the Municipality in managing, supervising, or facilitating any road closure or detour event are required services under this Road Maintenance Agreement and do not constitute additional works thereunder to which ss.4.5 and 5.2 thereunder applies.
- Municipality shall manage, supervise, and participate in the closure and detour of any County road as requested by the Municipality or the public, and approved by the County, to accommodate an approved local event, including but not limited to a parade, cultural festival, or cycling, running or other athletic competition, and such services do not constitute additional works under the within Road Maintenance Agreement to which ss. 4.5 and 5.2 applies.

1.0.7.0. Winter Maintenance Control

Municipalities Service Description: Winter road and bridge maintenance of County roads, including but not limited to winter weather, snowfall, and ice prevention monitoring, salting / sanding, snowplowing, ice blading, and standby patrols.

Service Details:

- Municipality to perform all winter control services on County Road and bridges to which Road Maintenance Agreement applies to conform to then current Minimum Maintenance Standards.
- Municipality will also perform winter control services on highway bridges and overpasses not owned by or under jurisdiction of County but otherwise connecting to at least parts of County roads.
- Where and when applicable, the Municipality shall follow the “Canadian Code of Practice for the Environmental Management of Road Salts” and the County of

Elgin's "Road Salt Management Plan", a copy of which latter document is included in the appendix to this Schedule.

~~SOS701—Road Closures and Emergency Detour Routes~~

- ~~• The municipality shall cooperate and participate with all emergency road closures and emergency detour routes that occur.~~
- ~~• All costs to facilitate and supervise the event shall be borne by the municipality and are included in the base annual allocation for maintenance services.~~
- ~~• The municipality shall participate to manage all temporary road closures that are approved by the local municipality (i.e. parades).~~

~~SOS702—Unapproved~~

~~8.0. Appendix~~

~~8.1. The attached Appendix of relevant Elgin County Policies / Plans reflecting upon or related to this Scope of Services forms part of this Schedule "C".~~

~~8.2. As of January 1, 2023, the attached Appendix includes photocopies of the following Elgin County Policies / Plans~~

- ~~• No Spray Policy~~
- ~~• Deer Warning Signage Policy~~
- ~~• The municipality shall remove any and all signage that becomes a safety concern due to sight line or drainage obstruction or is found to be in an unsafe condition or position that has the potential to threaten pedestrian or motorist safety.~~
 - ~~• Any unapproved signage attached to County infrastructure shall be removed immediately.~~Road Salt Management Plan

Effective: January 1, 2023

APPENDIX