

**THIS AGREEMENT** made this                      day of                      , 2017.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST PERTH**  
hereinafter referred to as the "Municipality of West Perth";

- and -

**THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON**  
hereinafter referred to as the "Municipality of South Huron";

**WHEREAS** the portion of Line 17 West of Highway 83 (Perth Line 20) and East of Road 183, And Line 12 East of Perth Line 20 and West of Highway 23, is a boundary road between the Municipality of West Perth and the Municipality of South Huron.

**AND WHEREAS** the said parties are adjoining municipalities and are desirous of entering into an agreement under the provisions of the *Municipal Act*, R.S.O. 2001, Chapter 25 (the "Act"), in particular under Section 29.1 dealing with the maintenance and repair of boundary roads between such municipalities, and under Section 20 of the Act as to certain other matters.

**AND WHEREAS** the parties agree that the roadways shall be maintained in accordance with the *O. Reg. 239/02* Minimum Maintenance Standards for Municipal Highways, a regulation made under the *Municipal Act*, R.S.O 2001, Chapter 25.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises and covenants herein contained, the Municipality of West Perth and the Municipality of South Huron covenant and agree as follows:

1. In this Agreement:

"Capital Repairs" means Capital Repair Work that will extend the life of the Roadways but will not increase the size or capacity of the Roadways.

"Capital Repair Work" means work for the Roadways where the benefit extends over a longer period of time, rather than being exhausted in a short period of time.

"Capital Upgrades" means Capital Repair Work that upgrades or increases the size and/or capacity of the Roadways beyond the Roadways' current size or capacity.

"Maintenance Services" shall mean all repair and maintenance work contemplated in Ontario Regulation 239/02. For clarity, the Maintenance Services shall include the maintenance of the travelled road, re-gravelling, dust control, drainage ditches, culverts, bridges, roads and signage but shall not include any capital upgrades for the Roadways.

"Roadways" means the South Huron Roadway and the West Perth Roadway, or any one of them as the context may require.

"South Huron Roadway" shall mean that portion of the roadway known as Line 17, from Perth Line 20 to Perth Road 180 and Line 12 from Perth Line 20 to Highway 23 (Road 164), being a boundary road lying between the Municipality of West Perth in the County of Perth and the Municipality of South Huron in the County of Huron.

"West Perth Roadway" shall mean the whole of that part of the roadway known as Line 17, from Perth Road 180 to Road 183, being a boundary road lying between the Municipality of West Perth in the County of Perth, and the Municipality of South Huron in the County of Huron.

2. Term. Unless otherwise terminated in accordance with this Agreement, this Agreement shall continue for a term of ten (10) years commencing on September 1, 2017 to December 31, 2027. This Agreement may be extended at the end of the Term by written agreement of both parties on such terms that may be agreed upon. If this Agreement is not so extended by the parties, this Agreement shall continue on a month to month basis terminable on six (6) months' notice at any time by either party providing written notice of termination to the other party.
3. West Perth hereby agrees to provide Maintenance Services for the West Perth Roadway during the Term.
4. South Huron hereby agrees to provide Maintenance Services for the South Huron Roadway during the Term.
5. West Perth and South Huron shall each comply with Ontario Regulation 239/02 (Minimum Maintenance Standards For Municipal Highways) and the Ontario Traffic Manual (OTM) standards and/or any other applicable municipal standard, as each may be amended from time to time, when providing the Maintenance Services to the South Huron Roadway and the West Perth Roadway as contemplated in this Agreement.
6. For the purposes of this Agreement, Maintenance Services shall be provided to the entire public highway constituting the South Huron Roadway and the West Perth Roadway. This includes all lands constituting the public highway within the property lines of adjacent properties and the Roadways.
7. The Maintenance Services contemplated in this Agreement shall be undertaken by either of the parties over the West Perth Roadway and the South Huron Roadway at each party's sole cost and expense. There shall be no reconciliation of costs incurred by either party for maintaining and repairing the Roadways.
8. Notwithstanding any other provisions in this Agreement, no Capital Upgrades of any kind shall be undertaken unless such Capital Upgrades have been approved by West Perth and South Huron. Further, there shall be no Capital Repairs to either the South Huron Roadway or the West Perth Roadway except in accordance with Section 9 herein.
9. Capital Repairs to either the West Perth Roadway or the South Huron Roadway may only be implemented in the following circumstances:

- a. With the consent of the parties on terms acceptable to the parties; or
- b. If a Registered Professional Engineer determines that a Capital Repair is required in order to keep the roadway in compliance with O. Reg. 239/02.

In the event that a Capital Repair is required pursuant to Section 9(b) of this Section 9, the costs of the Capital Repairs shall be shared equally by West Perth and South Huron. Unless otherwise agreed by the parties, the only Capital Repairs that should be completed without the written consent of the parties shall be those Capital Repairs required for restoration, safety or compliance with Ontario Regulation 239/02.

10. Biennial or annual bridge inspections shall be carried out by West Perth and South Huron on their respective Roadways. The information found as a result of the inspection process be made available to each party.
11. The parties agree that supervision of Maintenance Services shall be the responsibility of the Road Superintendent/Director/Manager of Public Works of the party having responsibility under this agreement.
12. The parties acknowledge that Section 29.1 deems each party liable for that section of the Roadways that are maintained by that party. South Huron hereby agrees to indemnify and save harmless West Perth with respect to any claims, losses, demands, liabilities or other expenses relating to the South Huron Roadway and that arise from South Huron's failure to comply with the terms of this Agreement. West Perth hereby agrees to indemnify and save harmless South Huron with respect to any claims, losses, demands, liabilities or other expenses relating to the West Perth Roadway and that arise from West Perth's failure to comply with the terms of this Agreement.
13. The parties shall hereby provide one another with notice of work that is completed for grading, re-gravelling and dust control on one another's sections of the Roadways. However, with respect to routine maintenance such as snow removal, repair of potholes, signage and other standard work, notice of work shall not be required.
14. Each party shall provide the other party with proof of liability insurance in the amount of Five Million (\$5,000,000.00) Dollars. Each party further agrees to keep the aforementioned insurance coverage in place for the Term and shall provide confirmation that the required insurance remains in place, that no changes to the policy have occurred and will provide such documentation to one another on or before the anniversary date of this Agreement, each year. If any section, subsection, clause, paragraph or provision of this By-law is declared by a court of competent jurisdiction to be invalid or unenforceable, the same will not affect the validity or enforceability of any other provisions of this By-law or of the By-law as a whole.

15. Notwithstanding paragraph 2, the Agreement may be terminated at any time in its entirety by notice in writing given by either party to the other no less than one year prior to the intended termination date.
16. This Agreement shall enure to and be binding upon the parties hereto and their respective successor and assigns.

**IN WITNESS WHEREOF** the parties hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED** as the \_\_\_\_\_ day of \_\_\_\_\_, 2017

Witness

} **THE CORPORATION OF THE**  
} **MUNICIPALITY OF WEST PERTH**

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} \_\_\_\_\_  
} Mayor, Walter McKenzie

} I have authority to bind the corporation (c/s)

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\_\_\_\_\_  
Witness

} \_\_\_\_\_  
} Carla Preston, Municipal Clerk

} I have authority to bind the corporation (c/s)

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} **THE CORPORATION OF THE**  
} **MUNICIPALITY OF SOUTH HURON**

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} \_\_\_\_\_  
} Mayor, Maureen Cole

} I have authority to bind the corporation (c/s)

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\_\_\_\_\_  
Witness

} \_\_\_\_\_  
} Genevieve Scharback, Municipal Clerk

} I have authority to bind the corporation (c/s)