

## MAINTENANCE AGREEMENT

This agreement made this    day of    , 2016.

Between

The Corporation of the County of Wellington  
herein called the “County”  
of the First Part

and

The Corporation of the Town of Minto  
hereinafter called the “Municipality”  
of the Second Part

### **PREAMBLE**

Historically the County has carried out road maintenance operations within urban areas of Wellington but not consistently across Wellington. Ad hoc Agreements between County Foremen and local Road Superintendents were common and included sharing road maintenance operations, exchange of services or one party paying for the road maintenance operations done by the other. Although the system worked well, it was not consistent across Wellington.

Further, when twenty-one former municipalities were amalgamated into seven new municipalities, new Road Supervisors became responsible for areas formerly maintained by others.

In addition, in some Municipalities, the downloading of some provincial highways, connecting links which shared responsibility between the Ministry of Transportation of Ontario and the local municipality have now been transferred back to the local municipality who in turn has transferred those roads to the County.

In other municipalities, the provincial highways were not downloaded and therefore “Connecting Links” still exist in those municipalities though these are no longer funded by the Province.

As a result of the above, road maintenance operations in urban areas in Wellington are generally done through guidelines used in the former “Connecting Link Agreement” and in other areas in Wellington maintained by “gentlemen’s” agreements between County Foremen and the local Road Manager.

The purpose of this Maintenance Agreement is to clarify what the County **IS** responsible for and by default what the County is **NOT** responsible for on County roadways within rural, semi urban and urban centres throughout Wellington.

**This is not a policy statement of how, when or the level of service to be provided but by whom. This is maintenance agreement only. Capital works will be dealt with through other agreements.**

WHEREAS the County wishes to enter into a Maintenance Agreement with the Municipality to clarify the role of the County and the Municipality in road maintenance operations;

AND WHEREAS the purpose of the Maintenance Agreement is to clarify what the County is responsible for on County roads within rural, semi urban and urban centres throughout the County of Wellington (“Wellington”).

## **DEFINITIONS**

“bridge” means a public bridge forming part of a highway or on, over or across which a highway passes;

“century trees” in the context of this policy shall mean trees approximately 50 to 100 years old that were generally planted on the property line within urban areas with a 24” or greater diameter,

“city”, “town”, “village”, “township” and “county” respectively means a city, town, village, township, or county; the inhabitant of which as a body corporate within the meaning and purpose of the Municipal Act;

“highway” means a common and public highway and includes any bridge, trestle, viaduct or other structure forming part of the highway and, except as otherwise provided, includes a portion of a highway;

“local municipality” means a city, town, village and township;

“maintenance” or “maintained” means the act of keeping something in a state of good repair;

“municipal water system” means underground system of pipes for residential, commercial and industrial potable water and includes but is not limited to fire hydrants, water services, and valve boxes;

“road” refers specifically to the travelled road surface on a roadway assumed by a road authority;

“roadside” refers to all the elements or conditions which make up the roadway within the jurisdiction of the roadway authority except for the road surface itself;

“roadway” in the contents of this policy means any publicly assumed road right of way, for vehicular traffic and includes the road plus roadside. For “rural” this definition will imply property line to property line. For “semi-urban” and “urban” areas this definition will imply back of curb to back of curb or where there is no curb to front edge of sidewalk or where there is no sidewalks to property line;

“rural” light density agricultural and residentially undeveloped with generally open ditches and generally speed limits of 80 km/hr;

“sanitary sewer system” underground collection system for residential, commercial and industrial liquid waste and includes sanitary sewer manholes;

“semi-urban” medium density residential industrial commercial with open or closed drainage and generally speed limits of 50-60 km/hr or less;

“sidewalks” for the purpose of this agreement shall mean a walkway of concrete, asphalt, brick or dirt that runs parallel and between the curb and if no curb the shoulder of the road and the adjacent property line and is used for pedestrian traffic;

“shoulder” is that maintained surface immediately adjacent to the traveled surface of the road. The shoulder may be partially or fully hardtop, loose top, grassed or earth. It is not considered a part of the road for this policy;

“storm sewer system” an open ditch including culverts, or buried pipe including catch-basins, manholes, curb and gutter, designed for the purposes of collecting and disposing of storm water;

“urban” all densities, all types, generally closed drains and 50 km/hr or less;

“utilities” means gas, hydro, street illumination, telephone, television cable, and includes valve boxes, overhead or underground cables, or pipes to conduct same;

**RURAL AREAS**

The County will be responsible for all road maintenance operations in accordance with County standards on all County roadways within rural areas subject to agreement with other road authorities who have been contracted to undertake this work on behalf of the County.

At intersections of County road and municipal roads where a stop bar is required, as per Books 5 and 11 of the Ontario Traffic Manual, the County will paint the stop blocks.

In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.

SCHEDULE 1 details the cost sharing for roads maintenance operations in Rural Areas and the scope of work by the County and the Municipality.

**SEMI URBAN AREAS**

The County will be responsible for all road maintenance operations in accordance with the County standard on all County roadways within a semi-urban area including the storm sewer system, whether open or closed, catch basins and curb and gutter, where applicable.

The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility or sanitary sewer system which is placed within the County roadway.

At intersections of County road and municipal roads where a stop bar is required, as per Books 5 and 11 of the Ontario Traffic Manual, the County will paint the stop blocks.

In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.

SCHEDULE 2 details the cost sharing for roads maintenance operations in Semi Urban Areas and the scope of work by the County and the Municipality.

**URBAN AREAS**

County roads in Urban Areas have unique characteristics and demands that are not found in Rural Areas. Quite often the County road is a major street within a Town or Village that shares the same road allowance with sidewalks, storm and sanitary systems, water, utilities, street lights etc. Because of this it is necessary to establish who does what and who pays for what. The following is a list of maintenance activities and cost allocation to each party.

- 1) During winter operations, where on street parking is provided, the County will maintain the equivalent of three traveled lanes. The Municipality will be responsible for the maintenance of the remainder of the right of way. During the balance of the year the County will maintain the road allowance from back of curb to back of curb.
- 2) If snow banks reach a point where it is necessary to remove (lift or blow the snow and haul away) the County will pay 50% of that cost.

- 3) The County will pay 100% of the cost for the first spring cleanup. This will include street sweeping and the sucking out of catch basins. All subsequent sweeping will be 50 -50 to a maximum of 4 times.
- 4) County will be responsible to paint centre line, stop bars at intersections with other County Roads as well as Municipal streets if required under Books 5 and 11 of the Ontario Traffic Manual. All special markings such as parking stalls on the County Roads will be 100% cost to the local municipality.
- 5) The County will maintain, including paint, signage and where applicable signals, on all crosswalks that currently exist on County roads.
- 6) Traffic signals on County roads will be maintained at 100% cost to the County with the exception of Traffic signals on roads specified in **Schedule 4** details of special cost sharing at shared intersections.
- 7) Traffic signs, route makers, direction signs erected by the County will be 100% to the County. All other signs will be 100% cost to the Municipality.
- 8) In Urban Areas, the County will only mow the roadside grass where there is a rural cross section. The County will not cut grass boulevards or do weed control or litter pickup.
- 9) Illumination (Street Lights) – Unless installed by the County, 100% cost will be to the Municipality. Those installed by the County will be at 100% to the County.
- 10) Pavement Patching – 100% to the County unless road surface is open cut for placement of utility in which case the utility company and/or Municipality will be 100% responsible.
- 11) All existing storm sewer works within the limit of the County road allowance will be maintained 100% by the County. That portion of the system contained within the local road allowance will be 100% Municipality cost. Major upgrades to the current system will be done through Capital Works agreements.
- 12) All sanitary sewer system, municipal water systems, utilities will be at 100% by the Municipality. If the County resurfaces the road, the adjustment of all manholes, catch basins, valve boxes will be 100% by the County. At all other times, 100% to the municipality or utility company whichever applies.
- 13) All bridges and culverts, under the jurisdiction of the County, will be maintained at 100% cost to the County.
- 14) The Ontario Municipal Act 2001 S.O. 2001, Chapter 25 Sections 55 (1), (2) and (3) states that an Upper-Tier Municipality being the County is not responsible for the construction and maintenance of sidewalks on its highways and the lower-tier municipality in which the highways are located being the Municipality is responsible for the construction and maintenance of the sidewalks and also is liable for any injury and damage arising from the construction or presence of the sidewalk and the County and the Municipality confirm that there is no change to this obligation.
- 15) Any retaining walls within the County road allowance will be maintained at 100% cost to the County.
- 16) The County will be financially responsible for all maintenance for “Roundabouts” on County roads.
- 17) All financial or legal liability associated with sidewalks whether concrete, brick, asphalt or dirt will be at 100% cost to the Municipality.
- 18) All “century trees” will be maintained at 100% of the responsibility of the County if within the County road allowance. They will be maintained at 100% of the responsibility of the property owner when they are located outside the County roadway.
- 19) Trees planted within the boulevard of urban areas will be maintained at 100% of the responsibility of the Municipality. Any future planting within these boulevards will be permitted only if approved by the County.

- 20) Stop and Stop Ahead signs fronting onto County Roads are County owned and as such to be maintained 100% by the County. However, in winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.

SCHEDULE 3 details the cost sharing for roads maintenance operations in Urban Areas and the scope of work by the County and the Municipality.

IN WITNESS WHEREOF the County has hereunto affixed its corporate seal attested by the hands of its Warden and Clerk and the Municipality has affixed its corporate seal attested to by the hands of its proper officers duly authorized in that behalf.

MUNICIPALITY  
OF MINTO

Per:

\_\_\_\_\_  
GEORGE BRIDGE - MAYOR

\_\_\_\_\_  
BILL WHITE- CLERK

THE CORPORATION OF  
THE COUNTY OF WELLINGTON

Per:

\_\_\_\_\_  
GEORGE BRIDGE, WARDEN

\_\_\_\_\_  
DONNA BRYCE, CLERK

**SCHEDULE 1**  
 (details the cost sharing for roads maintenance operations in Rural Areas and the scope of work  
 by the County and the Municipality)

RURAL AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
All maintenance activities (note 1)	100%		YES (note 2)	
Visual inspection and reporting of Stop and Stop Ahead Sign issues	100%			YES (note 3)
Note  1) The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility or sanitary sewer system which is placed within the County roadway.  2) Some Winter Maintenance may be carried out by neighboring County or Regional Road Authorities under Maintenance Agreements, as well as work which is carried out by Local Municipalities at the Counties expense.  3) In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.				

SCHEDULE 2

(details the cost sharing for roads maintenance operations in Semi Urban Areas and the scope of work by the County and the Municipality)

SEMI-URBAN AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
All maintenance activities (see note 1) & (see note 2)	100%		YES (note 3)	
Visual inspection and reporting of Stop and Stop Ahead Sign issues.	100%			YES (note 4)
<p>Note</p> <p>1) The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility or sanitary sewer system which is placed within the County roadway.</p> <p>2) As some areas contain a combination open and closed storm sewer system the County will maintain the entire system including where applicable curb and gutter, catch basins and man holes.</p> <p>3) Some Winter Maintenance may be carried out by neighboring County or Regional Road Authorities under Maintenance Agreements, as well as work which is carried out by Local Municipalities at the Counties expense.</p> <p>4) In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.</p>				

SCHEDULE 3

(details the cost sharing for roads maintenance operations in Urban Areas and the scope of work by the County and the Municipality)

URBAN AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
Spring clean up	100%			YES (note 1)
Centreline, stop bars, crosswalks	100%		YES	
Special marking Stop bars on municipal streets, parking stalls		100%		YES (note 2)
Traffic signals	100%		YES (note 3)	
Traffic signs, route markers, other signs erected by the County	100%		YES	
Business signs, street signs, local signs		100%		YES
Grass moving, weed control, litter pickup		100%		YES
Illumination		100%		YES
Pavement Patching	100%		YES (note 4)	
Storm sewer system	100%		YES	
Sanitary sewer system		100%		YES
Sidewalks and boulevards		100%		YES
Bridges and culverts	100%		YES	
WINTER MAINTENANCE				
Snow plowing	100%		YES (note 5)	
Snow removal	50 %	50 %		YES (note 6)
Visual inspection and reporting of Stop and Stop Ahead Sign issues.	100%			YES (note 7)
Note				
1) The County will pay 100% of the cost for one spring cleanup of sand and salt from the County roadway and 50% of subsequent sweeping to a maximum of 4 times in total. The municipality can have the work done and bill the County or the County will have the work done.				
2) County will be responsible to paint centre line, stop bars at intersections with other County Roads as well as Municipal streets if required under Books 5 and 11 of the Ontario Traffic Manual. All special markings such as parking stalls on the County Roads will be 100% cost to the local municipality. In the Rural Area the County will paint all the stop blocks at intersections of County and municipal roads where applicable.				
3) See SCHEDULE 4				
4) If the road surface has to be removed to install any utilities the parties responsible for the work will be required to return the road surface to the pre-installation condition at 100% of the cost.				
5) The County will maintain the equivalent of 3 lanes (33 feet) of road surface.				
6) If snow banks reach a point where it is necessary to remove (lift or blow the snow and haul away) the County will pay 50% of that cost.				
7) In winter, it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. If in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs, Municipality staff shall, for the safety of those traveling municipal roadways, assist to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that the County can correct the deficiency as soon as practicable. The County continues to remain liable with respect to the said signage irrespective of any action or inaction by the Municipality in undertaking this visual inspection on behalf of the County.				



**SCHEDULE 4**

**MAINTENANCE AT INTERSECTIONS OF COUNTY ROADS AND CONNECTING  
LINKS**

(details of special cost sharing at shared intersections)

Where a municipality has a Connecting Link and County Road that intersect, the County will pay the proportional share of all maintenance costs at that intersection based on the number of legs that are County Roads. For example 1 leg County 3 legs municipal would equal 25% County cost.

**TOWN OF MINTO**

HARRISTON				
Intersection CR 109 and Highways 9 and 89.	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
ALL ROUTINE MAINTENANCE (Including traffic signals).	25 %	75 %		YES

CLIFFORD				
Intersection CR 2 and Highways 9 and Allan Street.	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
ALL ROUTINE MAINTENANCE (Including traffic signals).	25 %	75 %		YES