

MAINTENANCE AGREEMENT

THIS AGREEMENT made this 8th day of July, 2025

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

(the “**Town**”)

AND

UPPER GRAND DISTRICT SCHOOL BOARD

(the “**Board**”)

(the Town and the Board collectively, the “**Parties**”)

WHEREAS:

- A. the Town is the owner of certain lands described in **Schedule “A”** (the “Town Property”);
- B. the Board is the owner of certain lands described in **Schedule “B”** (the “**Board Property**”);
- C. the Town has reconstructed a walkway across the Town Property connecting Lawrence Avenue, Harriston, with the Board Property, as shown in **Schedule “C”** (the “**Walkway**”);
- D. municipal water, sanitary sewer, and storm sewer services are provided through the Town Property in order to service the Board Property (the “**Services**”);
- E. the Town has agreed to grant the Board an easement in respect of the use of the aforesaid services (the “**Easement**”); and,
- F. the Board has agreed to provide the Maintenance on the Town Property described herein.

THEREFORE in consideration of the mutual promises made in this contract and the grant of the Easement by the Town, the parties agree as follows:

1. For the purposes of this Agreement, the term “**Winter Maintenance**” shall mean snow clearing, salting, sanding or other methods of ensuring that snow or ice is cleared and traction provided to the Walkway from November 1st to April 30th inclusive.
2. For the purposes of this Agreement, the term “**Storm Sewer Maintenance**” shall mean the cleaning of the catch basins on the Town Property, flushing the storm sewer main from basin to Lawrence Avenue, and removing any blockages to the storm sewer on the Town Property as required.
3. For the purposes of this Agreement, the term “**Maintenance**” shall mean the Winter Maintenance and the Storm Sewer Maintenance.
4. The Board agrees that it shall be responsible for the Winter Maintenance of the Walkway, including any costs associated with such winter maintenance. The Town agrees that except for the Winter Maintenance, the Walkway shall be the sole responsibility of the Town with the exception of any damage done by the Board or its contractors in conducting the Winter Maintenance.
5. The Board agrees that it shall be responsible for the Storm Sewer Maintenance on the Town Property, including any costs associated with such Storm Sewer Maintenance. The Town agrees that except for the Storm Sewer Maintenance, the storm sewer shall be the sole responsibility of the Town with the exception of any damage done by the Board or its contractors in conducting the Storm Sewer Maintenance.
6. The Town agrees that it shall be solely responsible for maintenance, repair, and replacement of the sanitary sewers and watermains located within the Walkway and for any damage done to the storm sewers while conducting such maintenance, repair or replacement.
7. The Town shall convey to the Board at no cost an easement (the “**Easement**”) that will secure the presence of municipal services within the Walkway and the availability of such services to serve the Board Property. The terms and conditions of such Easement will be substantially in accordance with **Schedule “D”** to this Agreement and will be registered by the Town on title to the Walkway.
8. Each party agrees to give the other seven (7) days written notice as provided for in this agreement, if it or its contractor will be conducting repairs, maintenance and/or replacement of services within the Walkway. This will ensure both parties have not scheduled work during the same time period and will allow the Board to provide notice to the community that the walkway is temporarily not available for use.
9. The Parties agree that no moneys shall be exchanged between the Board and the Town for the Maintenance.
10. The Town covenants and agrees that the Board, its officers, employees, servants, contractors, contractor’s workers, agents and consultants shall have the right to

access the Town Property, subject to the terms of this Agreement, from time to time for the purpose of carrying out the Maintenance on the Town Property.

11. Each of the Parties agrees that the Maintenance will be carried out by the Board in accordance with its standard practices.
12. The Board shall have the further right, together with its servants, employees, agents, workers, and invitees to enter upon the Walkway for the purpose of ingress to, and egress from the Board Property.
13. The term of this Agreement shall commence on the date of execution of this Agreement and shall remain in effect and valid for as long as the property is zoned as institutional (or a school use is otherwise permitted) and operated as a school, unless otherwise agreed to by the parties in writing.
14. Upon the end of the term of this Agreement under Section 13:
 - a) the Town shall have no obligation to maintain the presence of the Walkway on the Town Property and its obligations in respect of the Services shall be limited to those set out in the Easement; and,
 - b) the Board's obligations in respect of the Winter Maintenance and the Storm Sewer Maintenance shall be at an end.
15. The Board agrees that upon the end of the term of this Agreement, the Town will be free to dispose of all or part of the Town Lands provided the Town constructs a pedestrian walkway connection to the Board Property to the terminus of the existing sidewalk, or in an alternative location acceptable to both parties.
16. The Easement described in **Schedule "D"** shall continue to apply to and bind the Walkway despite the termination of this Agreement.
17. In respect of its obligations and responsibilities as set out in this Agreement, the Board shall at its own expense obtain and carry commercial general liability insurance against claims for personal injury, death or property damage in an amount of no less than Five Million (\$5,000,000) Dollars per occurrence. Such policy to include the Town as an additional insured and shall include a clause requiring at least thirty (30) days' notice be given to the Town of cancellation or material change in coverage. Upon signing this Agreement and upon policy renewal, the Board shall provide the Town with a Certificate of Insurance evidencing the insurance.
18. In respect of its obligations and responsibilities as set out in this Agreement, the Town shall at its own expense obtain and carry commercial general liability insurance against claims for personal injury, death or property damage in an amount of no less than Five Million (\$5,000,000) Dollars per occurrence. Such policy to include the Board as an additional insured and shall include a clause requiring at least thirty (30) days' notice be given to the Board of cancellation or material change in coverage. Upon signing this Agreement and upon policy renewal, the Town shall provide the Board with a Certificate of Insurance as proof of insurance.
19. The Board shall fully indemnify and save harmless the Town, its partners,

associates, directors, officers, employees, consultants, subconsultants, contractors, subcontractors, members of Council, and agents (collectively "Town Insiders") from any kind of liability, suit, claim, demand, fine, action, loss, damage, legal cost and disbursement, or proceeding of any kind ("Losses") whether by act or omission or alleged act or omission, for which the Town Insiders may become liable or suffer in connection with the Maintenance conducted by the Board including, without limitation, those Losses related to the use and/or inspection of the Town Lands by the Board, its officers, employees, servants, contractors, contractors' workmen, agents, and consultants, and/or any breach of or non-performance by the Board of any provision of this Agreement, saving and excepting therefrom any negligence by the Town, its officers, employees, contractors, invitees, or those for whom in law the Town is responsible. This Indemnity and Agreement will survive any termination of this Agreement.

20. The Town shall fully indemnify and save harmless the Board, its partners, associates, directors, officers, employees, parents, students, volunteers, consultants, subconsultants, contractors, subcontractors, trustees, and agents (collectively "Board Insiders") from any kind of liability, suit, claim, demand, fine, action, loss, damage, legal cost and disbursement, or proceeding of any kind ("Losses") whether by act or omission or alleged act or omission, for which the Board Insiders may become liable or suffer in connection with the Town's obligations and responsibilities under this agreement including, without limitation, those Losses related to the use and/or inspection of the Town Lands outside of Maintenance by the Board, its officers, employees, servants, contractors, contractors' workmen, agents, and consultants, and/or any breach of or non-performance by the Town of any provision of this Agreement, saving and excepting therefrom any negligence by the Board, its officers, employees, parents, students, volunteers, contractors, invitees, or those for whom in law the Board is responsible. This Indemnity and Agreement will survive any termination of this Agreement.
21. The Parties covenant and agree that all provisions, terms, and conditions contained in this Agreement on the part of the Town and the Board shall not merge upon completion of this Agreement.
22. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.
23. This Agreement, when executed by the said Parties shall constitute a binding agreement which shall ensure to and be binding on the said Parties, as well as the executors, administrators, successors, and assigns of each party.
24. No amendment of this Agreement shall be deemed valid unless effected by a written agreement signed by both Parties.

25. Any notices required to be given under this Agreement shall be given to:

The Town at:

The Corporation of the Town of Minto
Attention: Public Works
5941 Highway 89
Harriston, Ontario, N0G 1Z0
info@town.minto.on.ca

The Board at:

Upper Grand District School Board
Attention: Facility Services, Senior Facilities Manager
500 Victoria Rd N
Guelph, ON N1E 6K2
dilip.parmar@ugdsb.on.ca

And to:

Attn: Planning Department, Manager of Planning
planning.info@ugdsb.on.ca

Notices delivered by hand and/or email are deemed to be given the next business day. Notices given by registered mail are deemed to be given three business days after mailing.

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IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWN OF MINTO

PER: _____

Name: Dave Turton

Position: Mayor

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF MINTO

PER: _____

Name: Annilene McRobb

Position: Director of Legislation/Clerk

I have the authority to bind the Corporation.

UPPER GRAND DISTRICT SCHOOL BOARD

PER: 

Name: Glen Regier

Position: Chief Financial Officer

I have the authority to bind the Board.

**Schedule "A" Town
Property**

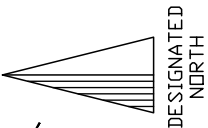
LOT 9, PLAN 200, Parts 1 and 2 61R-22059; TWP OF MINTO
PIN: 71014-0034 (LT)

Schedule "B"
Board Property

PT LT 85 CON C MINTO AS IN WN3862 & WN4054 EXCEPT PT 2 61R5703; MINTO

SCHEDULE "C"
The Walkway

MINTO-CLIFFORD
PUBLIC SCHOOL



CONNECTED TO EXISTING 150mmØ
PVC SANITARY SERVICE OUTSIDE
OF EXISTING MAINTENANCE HOLE

CONNECTED TO EXISTING
150mmØ PVC WATERMAIN

EX. 150mmØ PVC WATERMAIN

INSULATED WATERMAIN CONNECTION WITH RIDGED
INSULATION (APPROX. 1.2m WIDE BY 4.2m LONG)

12.2m-150mmØ PVC SANITARY SEWER @ 2.9%
CB(86)
600x600mm
T/G=384.56
S 383.23

7.1m-300mmØ STORM SEWER @ 1.7%
CBMH(2)
1200mmØ
T/G=384.49
N 383.11
S 383.08

SAMH(74)
1200mmØ
T/G=384.54

0+040

0+020

9.0m
SERVICING
CORRIDOR

HOUSE
No. 36

CARPORT

PORCH

GARDEN

BRICK
DRIVEWAY

0+000

LAWRENCE STREET

MINTO-CLIFFORD PUBLIC SCHOOL
SERVICING CORRIDOR (AS-RECORDED)

DRAWN BY: C.J.D.W.

DATE: FEBRUARY 2021

SCALE: 1: 200



DRAWING No.

SK-1

SCHEDULE "D"

THE EASEMENT

Terms and Provisions of the Easement:

1. The Corporation of the Town of Minto ("**Town**") hereby grants, conveys and confirms to the Upper Grand District School Board, its successors and assigns ("**UGDSB**"), in perpetuity, the free, uninterrupted and undisturbed right and easement over, upon, under, and in the lands herein described (the "**Easement Lands**") for the purpose of securing and maintaining the presence and availability of the municipal services located therein including sanitary sewers, watermains and storm sewers ("**Services**"). Such right and easement are for the benefit of the property legally described as PT LT 85 CONC C MINTO AS IN WN3862 & WN4054 EXCEPT PT 2 61R5703; MINTO (PIN 71014-0065) owned by the UGDSB (the "**UGDSB Property**") and to ensure that the Services within the Easement Lands remain available at all times to serve the UGDSB Property. UGDSB shall have the right, but not, subject to any other agreement, the obligation, together with its servants, employees, agents, and workers, to enter upon the Easement Lands at any time to repair, operate, replace and maintain in good condition the Services.
2. The Town, for itself, its successors and assigns, covenants (i) not to decommission nor remove the Services from the Easement Lands without the written consent of the UGDSB but may replace or update them with services of equal or greater capacity, and (ii) to keep the Easement Lands free and clear of and unencumbered by buildings, structures, improvements or extensive landscaping that would interfere with the Services or the UGDSB's use of the Easement Lands.
3. The Town, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.
4. The burden and benefit of this easement shall run with the Easement Lands and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.