

# **BOUNDARY and CONNECTING HIGHWAY MAINTENANCE AGREEMENT (“Agreement”)**

**This Agreement is made this [REDACTED] day of [REDACTED], 2021.**

**BETWEEN**

**The Corporation of the  
TOWN OF HALTON HILLS**

(Hereinafter referred to as “Halton Hills”)

**OF THE FIRST PART**

**-And-**

**The Corporation of the  
TOWN OF MILTON**

(Hereinafter referred to as “Milton”)

**OF THE SECOND PART**

**WHEREAS** pursuant to Section 20(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereinafter “Municipal Act, 2001”) a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19 [of the Municipal Act, 2001], or a combination of both to jointly provide, for their joint benefit any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** pursuant to Section 20(2) of the Municipal Act, 2001 the municipality may provide the matter in accordance with the agreement anywhere that any of the municipalities or local bodies have the power to provide the matter;

**AND WHEREAS** pursuant to Section 29(1) of the Municipal Act, 2001 subject to section 28 and to a by-law passed under section 52, the local municipalities on either side of a boundary line between municipalities have joint jurisdiction over any highways forming the boundary line;

**AND WHEREAS** pursuant to Section 29.1 of the Municipal Act, 2001 if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part;

**AND WHEREAS** pursuant to the Municipal Act, 2001 Halton Hills and Milton have the power to provide maintenance and repair services to Highways (as herein defined) within their respective boundaries;

**AND WHEREAS** Halton Hills and Milton are adjoining jurisdictions that are desirous of entering into an agreement under Section 29.1 of the Municipal Act, 2001 to maintain and repair the boundary line Highway(s) depicted in the map in Schedule A, for which they share Joint Jurisdiction;

**AND WHEREAS** Halton Hills and Milton are adjoining jurisdictions that are desirous of entering into an agreement under Sections 20(1) and 20(2) of the Municipal Act, 2001 to maintain and repair certain Connecting Highways (as herein defined) depicted in the map in Schedule A;

**NOW THEREFORE** in consideration of the covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

## **1.0 DEFINITIONS**

- 1.1 “Agreement” means this Boundary and Connecting Highway Maintenance and Repair Agreement.
- 1.2 “Capital Improvement” means any work that is outside of the Routine Maintenance as required by this Agreement and which materially improves and enhances any part of a Highway.
- 1.3 “Connecting Highway” means a Highway or part thereof that lies within one municipality for which the other municipality agrees to perform maintenance in accordance with this Agreement.
- 1.4 “Halton Hills’ Commissioner” shall mean the Commissioner of Transportation & Public Works or his or her designate.
- 1.5 “Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- 1.6 “Joint Jurisdiction” has the meaning described in s.29 of the Municipal Act, 2001.
- 1.7 “Milton’s Commissioner” shall mean the Commissioner, Development Services or his or her designate.
- 1.8 “OSIM” means the “Ontario Structure Inspection Manual (OSIM)”, by the Ministry of Transportation, Policy, Planning & Standards Division, Engineering Standards Branch, Bridge Office (October 2000), as amended.
- 1.9 “Routine Maintenance” means:
  - 1.9.1 those non-winter activities, include Patrolling, as that term is described in Section 3(3) of the Minimum Maintenance Standards for Municipal Highways Regulation, O. Reg 239/02, as amended and as it exists from time to time or any successor regulation or statute (hereinafter “Maintenance Reg”), undertaken in the Routine Maintenance of a Highway, as contemplated in the Maintenance Reg, as well as Weather Monitoring in s.3.1(2), Potholes in s.6, Shoulder Drop Offs in s.7, Cracks in s.8, Debris in s.9, Luminaires in s.10, Signs in s.11, Regulatory and Warning Signs in s.12, Traffic Control Systems or Subsystems, as set out in s.13 and 14, Bridge Deck Spalls in s.15, and Roadway Surface Discontinuities in s.16, and all of which shall be conducted in accordance with the specifications contained in the Maintenance Reg and in this Agreement;
  - 1.9.2 inspection and repair of sidewalks as contemplated within the Maintenance Reg; and
  - 1.9.3 maintenance and repair activities (e.g. sweeping, flushing, rough-cut mowing, roadside drainage, ditching, minor road-crossing culvert maintenance, non-regulatory sign, minor guiderail maintenance, minor structure maintenance, brush removal, crack sealing and pavement markings, etc.), as set out in budgeted programs approved by the Council of the municipality undertaking the maintenance services.
- 1.10 Routine Maintenance does not include road-crossing culvert installation or replacement, guiderail installation or replacement, pavement resurfacing (including surface treatment or micropaving), nor does it include capital rehabilitation or improvements.
- 1.11 “Structure” means a bridge, culvert, tunnel, retaining wall or sign support, as those terms are defined in the OSIM.

1.12 "Traffic Control Signals" includes all associated appurtenances and structures relating to a complete signalized intersection, including controller cabinets and components, poles, arms, signal and pedestrian heads, handwells, conduits, pushbuttons, attached streetlights, electricity supply, wiring, signs, communication and power lines, and in accordance with the definition of "traffic control signal system" within the Highway Traffic Act.

1.13 "Winter Maintenance" means:

1.13.1 those activities performed to address snow accumulation on roadways, ice formation on roadways or icy roadways, and winter patrolling and weather monitoring in anticipation of such conditions, undertaken in the maintenance of a Highway, as contemplated in the Maintenance Reg;

1.13.2 maintenance of sidewalks as contemplated within the Maintenance Reg; and

1.13.3 any clearing of snow and/or ice from blocked culverts, catch basins and/or ditches, and addressing localized drainage or flooding concerns.

1.14 For clarity, Winter Maintenance activities are separate from Routine Maintenance activities.

## **2.0 TERM OF AGREEMENT**

2.1 The term of this Agreement (hereinafter "Term") shall be five (5) years from the last date of execution of this Agreement. The Term of this Agreement shall automatically renew for another five (5) years unless one of the parties terminates this Agreement in accordance with section 20.2.

## **3.0 ROUTINE MAINTENANCE AND WINTER MAINTENANCE RESPONSIBILITIES**

3.1 The parties agree to carry out Routine Maintenance and Winter Maintenance to the Joint Jurisdiction and Connecting Highways, or parts thereof, as allocated in Schedule B of this Agreement.

3.2 Both parties agree that the costs associated with the Routine Maintenance and Winter Maintenance within this Agreement are generally offsetting and therefore no invoicing will occur for Routine Maintenance and Winter Maintenance services.

3.3 Notwithstanding section 3.2, the parties may agree in writing on an alternative cost-sharing arrangement in exceptional circumstances in the performance of Routine Maintenance and/or Winter Maintenance.

3.4 Except where specifically provided in this Agreement, each party remains completely responsible for all matters associated with Connecting Highways within its municipality.

## **4.0 TRAFFIC CONTROL SIGNALS**

4.1 The parties agree to carry out maintenance of the Traffic Control Signals as allocated in Schedule B of this Agreement in accordance with the specifications contained in the Maintenance Reg.

4.2 Each party will share equally in the cost of maintaining the Traffic Signals described in this Agreement and the parties will invoice each other accordingly.

## **5.0 STREETLIGHTS**

5.1 Each party agrees to carry out maintenance of the streetlights located within the Joint Jurisdiction Highways, or parts thereof, which it has agreed to maintain as part of Routine Maintenance as allocated in Schedule B to this Agreement in accordance with the specifications contained in the Maintenance Reg and/or as set out in budgeted programs approved by the Council of the municipality undertaking the maintenance services.

- 5.2 In keeping with Section 3.2, no invoicing will occur for the Routine Maintenance of streetlights.
- 5.3 The parties agree that streetlight electricity connections may be inconsistent with the Routine Maintenance assignments under this Agreement; however, no invoicing will occur for electricity costs incurred by either party for streetlights found within a Joint Jurisdiction Highway, or part thereof.

## **6.0 SIGNS AND PAVEMENT MARKINGS**

- 6.1 Each party agrees to carry out maintenance of signs and pavement markings located within the Joint Jurisdiction Highways, or parts thereof, which it has agreed to maintain as part of Routine Maintenance as allocated in Schedule B to this Agreement in accordance with the specifications contained in the Maintenance Reg and/or as set out in budgeted programs approved by the Council of the municipality undertaking the maintenance services.
- 6.2 In keeping with Section 3.2, no invoicing will occur for the maintenance of signs and pavement markings.
- 6.3 Changes to existing regulatory and non-regulatory signage or pavement markings shall be agreed upon in writing by both parties.

## **7.0 STRUCTURES**

- 7.1 Each party agrees to carry out Structure inspections every two years, as required by the Ontario Structure Inspection Manual (OSIM) on all Structures, situated in or along Joint Jurisdiction Highways, or parts thereof, which it has agreed to maintain as part of Routine Maintenance as allocated in Schedule B to this Agreement. OSIM Structure inspection reports will be provided to the other party upon request.
- 7.2 Both parties agree that irrespective of the physical location of the Structures, there should be equal sharing of the costs associated with the OSIM inspections of these Structures and the parties will invoice each other accordingly.
- 7.3 Both parties agree that irrespective of the physical location of the Structures, there should be equal sharing of any costs associated with the repair of these Structures, including those defined as Capital Improvements.

## **8.0 TREES**

- 8.1 Each party shall be responsible for all planting, non-urgent pruning and clearing of trees on its side of any Joint Jurisdiction Highway.
- 8.2 Notwithstanding anything contained in section 8.1, in the event that a tree, or any part thereof, falls onto, or is otherwise situated on, any part of a shared Highway such that the tree is blocking, or otherwise causing an obstruction or potential hazard in, the Highway, either party may immediately remove said tree and, if applicable, invoice the party on whose side of the joint jurisdiction highway the tree is located. The party performing the removal in accordance with this section shall not be responsible for, or liable for, anything related to said tree and/or its removal simply by virtue of performing said removal.

## **9.0 EMERGENCY RESPONSE AND ENVIRONMENTAL CLEANUP**

- 9.1 Each party agrees to perform maintenance-related emergency response and related activities within the Joint Jurisdiction Highways, or parts thereof, which it has agreed to maintain as part of Routine Maintenance as allocated in Schedule B to this Agreement. These activities may include, but are not limited to, accident clean-up, fallen streetlight and signal poles, temporary signage, road closures (for public safety or as directed by police), emergency minor repairs, environmental spills, etc.
- 9.2 The parties agree that the direct costs incurred in addressing the emergency response items in Section 9.1 shall be limited to \$2,500.00 under Routine Maintenance. Should an

emergency response as described in Section 9.1 exceed or be anticipated to exceed \$2,500.00, each party will share equally in the total cost and the responding party will invoice the other party accordingly.

- 9.3 Should the direct cost of an emergency response as described in Section 9.1 exceed or be anticipated to exceed \$2,500.00, the responding party will endeavour to notify the other party as soon as practicable.

## **10.0 ENTRANCE CULVERTS**

- 10.1 The installation, replacement and maintenance of culverts under driveways to private properties shall be managed according to the policies of and shall be coordinated and financed (if applicable) by, the municipality in which the private property resides.
- 10.2 Notwithstanding anything contained in Section 10.1, "flushing" or "rodding" of private entrance culverts for debris removal to maintain water conveyance shall be included under Routine Maintenance and, in keeping with Section 3.2, no invoicing will occur for the minor work relating to water conveyance.

## **11.0 PERMITS, CONSENTS AND APPROVALS**

- 11.1 Each party agrees to manage all road cut permits and municipal consents on the Joint Jurisdiction Highways, or parts thereof, which it has agreed to maintain as part of Routine Maintenance as allocated in Schedule B to this Agreement. The parties agree to notify, and receive from, the other party comments on such permits and municipal consents.
- 11.2 Each party shall be responsible for the processing of planning applications and entrance permits, and the issuance of site plan approvals involving lands within its jurisdiction fronting Joint Jurisdiction Highways, or parts thereof. The parties agree to notify, and receive from, the other party comments on such applications.
- 11.3 Each party agrees to manage miscellaneous licenses or agreements relating to private uses within the Joint Jurisdiction Highways, or parts thereof, which it has agreed to maintain as part of Routine Maintenance as allocated in Schedule B to this Agreement. The parties agree to notify, and receive from, the other party, comments on such licenses or agreements. When appropriate, such licenses or agreements should be jointly signed by both parties.

## **12.0 CAPITAL WORKS AND STUDIES**

- 12.1 The parties agree that any and all major joint capital projects respecting Joint Jurisdiction Highways shall be included in the scope of this Agreement and shall include road resurfacing, reconstruction, intersection improvements, traffic control devices, installation and replacement of streetlights, widening and major rehabilitation and/or expansion of bridges and culverts, or other improvements beyond the scope of Routine Maintenance. Execution of all major joint capital projects shall be carried out in accordance with the Terms of this Agreement.
- 12.2 Notwithstanding any other provision in this Agreement, Capital Improvement work of any kind relating to any Highway in this Agreement shall not be undertaken by either party without the prior budget approval of both municipalities. What constitutes a Capital Improvement for the purposes of this Agreement shall be as agreed between the parties on a project-by-project basis. The parties agree that, in the event a project is agreed to be a Capital Improvement, the parties shall agree in writing upon the basis of cost sharing and project management for that project, prior to the implementation of said project.
- 12.3 The parties shall co-ordinate their long-term capital budgets and annual operating budgets to adequately address the requirements of this Agreement. The parties shall allocate sufficient funding for all future major joint capital projects respecting Joint Jurisdiction Highways in their upcoming capital budget and future forecast, as well as in each capital budget and future forecast during the Term (including any renewal Term) of this Agreement; however, the parties acknowledge and agree that all project funding shall be subject to the approval of their respective Councils.

- 12.4 Cost sharing between the parties for all work undertaken related to any Environmental Assessment (EA) requirements and studies for all major joint capital projects on the Highway will be limited to work undertaken directly related to the hard engineering and final design aspects such as storm water management, geotechnical investigations, surveying and preparation of base plans, such work to be negotiated by written agreement between the parties prior to the commencement of such work.
- 12.5 Either party may identify the need for EAs, reconstruction, widening and resurfacing as soon as such needs are known; however emergency works will be scheduled as required.
- 12.6 A review and update of all future joint capital projects or EAs, including scheduled timelines and funding requirements, will be reviewed annually in advance of annual budget preparations.
- 12.7 Either party may identify needs for Traffic Studies (speed surveys, turning movement counts, etc.) as soon as such needs are known. The costs of any such studies shall be shared equally.
- 12.8 Either party may identify the need for reviewing and/or modifying the speed limits on a Joint Jurisdiction Highway covered by this Agreement. Any modification to speed limits shall be subject to the agreement of both parties, and costs associated shall be shared equally. Speed limits on Joint Jurisdiction Highways are to be appropriately reflected in each municipality's Traffic Control By-law.

### **13.0 PERSONAL INJURY CLAIMS AND PROPERTY DAMAGE CLAIMS**

- 13.1 Each party agrees to administer personal injury claims and property damage claims arising as a result of activities included within the meaning of Routine Maintenance under this Agreement where such claims are filed regarding a location within the Joint Jurisdiction Highways, or parts thereof, which location the party has agreed to maintain as part of Routine Maintenance as allocated in Schedule B to this Agreement. For clarity purposes, the party who has agreed to maintain a location, will administer claims received pertaining to that location, including any costs incurred associated with same.
- 13.2 Each party agrees to administer personal injury claims and property damage claims arising as a result of activities included within the meaning of Winter Maintenance under this Agreement where such claims are filed regarding a location within the Joint Jurisdiction Highways, or parts thereof, which location the party has agreed to maintain as part of Winter Maintenance as allocated in Schedule B to this Agreement. For clarity purposes, the party who has agreed to maintain a location, will administer claims received pertaining to that location, including any costs incurred associated with same.
- 13.3 Each party agrees that the owner of a connecting highway will administer all personal injury claims and property damage claims relating to that highway regardless of maintenance activity.

### **14.0 INTERPRETATION**

- 14.1 This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter contained herein. All other responsibilities, duties, liabilities or other rights and/or powers of the respective jurisdictions, statutory or otherwise, remain unaffected unless specifically addressed herein. Any amendments or additions to this Agreement must be made in writing and executed by an authorized signing representative of each party, in accordance with and subject to any requirements or exceptions as set forth in sections 18 and 20 of this Agreement.
- 14.2 Where there is any conflict between any provision of this Agreement and the provisions of the Municipal Act, 2001, the provision of the Municipal Act, 2001 shall prevail to the extent of the conflict.

## **15.0 COST OF WORK REQUIRED BY THIS AGREEMENT**

- 15.1 Where invoicing is prescribed by this Agreement, the parties agree that invoices will not include any additional administrative overhead charges. Labour overhead charges may apply.
- 15.2 The parties agree to pay invoices within thirty (30) days of receipt of said invoices.

## **16.0 INDEMNIFICATION**

- 16.1 Halton Hills covenants and agrees that it shall indemnify, defend and save harmless Milton from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Halton Hills to carry out the work or otherwise meet the obligations provided for in this Agreement, including the actual or alleged failure to perform such work adequately or at all, except to the extent that same is solely caused by the negligence or wilful misconduct of Milton. This indemnity shall survive the early termination or expiry of this Agreement.
- 16.2 Milton covenants and agrees that it shall indemnify, defend and save harmless Halton Hills from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Milton to carry out the work or otherwise meet the obligations provided for in this Agreement, including the actual or alleged failure to perform such work adequately or at all, except to the extent that same is solely caused by the negligence or wilful misconduct of Halton Hills. This indemnity shall survive the early termination or expiry of this Agreement.
- 16.3 Notwithstanding anything to the contrary contained in this Agreement, and subject to any applicable legislation and the ability of a party to protect its own rights in the face of litigation against that party, each party agrees to assist the other party in a timely manner in terms of the provision of information relevant to any claims that are made against the other party with respect to either party's obligations assumed under this Agreement, unless such exchange of information is precluded by law or the terms of the party's insurance coverage.

## **17.0 RECIPROCAL INSURANCE**

- 17.1 No less than ten (10) days prior to the start of the Agreement, each party shall provide the other with proof of insurance, as set out below. Proof of insurance shall be in a form of Certificate of Insurance, signed by an authorized representative of the insurer with the other party noted as Additional Insured to the General Liability insurance, for liability arising from or related to the operations of the Named Insured pursuant to this Agreement. The parties will make available complete certified copies of all applicable insurance policies for examination, if required by the other.
  - 17.1.1 General Liability insurance shall insure all services, operations, products and work, as described in this Agreement. The policy shall include bodily injury and property damage, personal injury and advertising injury, products and completed operations and contractual liability, to a limit of no less than five million dollars (\$5,000,000) per occurrence. The policy shall include a cross liability clause and be endorsed to include the other party as an additional insured.
  - 17.1.2 Non-owned automobile insurance shall be to a limit of no less than five million dollars (\$5,000,000).
  - 17.1.3 Automobile Insurance (OAP1), for both owned and leased vehicles, shall be with inclusive limits of no less than five million dollars (\$5,000,000).
- 17.2 All policies of insurance shall: (a) be written with an insurer licensed to do business in Ontario, (b) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to each respective party, and (c) contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any material change in coverage or cancellation of coverage.

- 17.3 Each party shall be responsible for its respective deductible.
- 17.4 Certificates of Insurance with the other party named as Additional Insured as required under this Agreement evidencing renewal or replacement of policies shall be delivered to each party within fifteen (15) days prior to the expiration or replacement of the current policies, without demand by the other party.
- 17.5 The insurance coverage shall in no manner discharge, restrict or limit the liabilities and obligations assumed by the parties under this Agreement.

## **18.0 CONTRACT ADMINISTRATION AND AMENDMENT**

- 18.1 Within one (1) week following execution of this Agreement, each party agrees to appoint at least one (1) representative, who will act as Contract Administrator for that party. Within two (2) weeks following execution of this Agreement, each Contract Administrator shall provide his/her contact particulars in writing to the other party.
- 18.2 Each Contract Administrator shall ensure that detailed maintenance and communications logs and other records relevant to the Routine Maintenance requirements of this Agreement ("Maintenance Records") are maintained with respect to that party's obligations under this Agreement. These Maintenance Records shall be available for review and/or copying by the other party upon request and during regular business hours. Any records reviewed and/or copied pursuant to this provision shall be kept in the strictest confidence, subject only to the requirements of applicable privacy and freedom of information laws and any other provision of this Agreement.
- 18.3 The Contract Administrators shall meet, as required, in order to discuss issues arising from the obligations contained in this Agreement. A Contract Administrator for either party may request such a meeting by delivering notice of such a request to a Contract Administrator of the other party.
- 18.4 The Contract Administrators shall meet at least annually by May 31 in order to review the condition of, and/or any capital improvements to, or studies under consideration respecting, the Highways described in Schedule B.
- 18.5 Each Contract Administrator shall be responsible for providing the other party with written notice as soon as reasonably possible after he or she becomes aware of any of the following:
- i. The amalgamation of one party's jurisdiction with another jurisdiction;
  - ii. Any proposed change of name or reorganization of one party's jurisdiction;
- 18.6 In the event of any authorized changes identified in Sections 18.5(i) and (ii), this Agreement shall be amended accordingly.
- 18.7 During the term of this agreement, either Halton Hills' Commissioner or Milton's Commissioner may propose:
- i. A change of name of any Highway listed in Schedules A or B; or
  - ii. A change of classification of any Highway as listed in Schedules A or B.
  - iii. An addition, deletion or change to the Routine Maintenance and Winter Maintenance for the Highways identified in Schedule A and/or the responsibility allocations identified in Schedule B.
- 18.8 Neither party shall make any amendments to Schedules A or B identified in Sections 18.7(i), (ii) and (iii) without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 18.9 In the event of any authorized changes identified in Sections 18.7(i), (ii) and (iii), the Schedules A and B shall be amended accordingly.
- 18.10 For greater certainty, any amendments identified in Sections 18.7(i), (ii) and (iii) shall become part of this agreement.



## **19.0 DISPUTE RESOLUTION**

- 19.1 In the event of a dispute between the parties to the Agreement arising from the terms or implementation of this Agreement, the Contract Administrators agree to engage in good faith negotiations with a view to resolving the dispute. A Contract Administrator for either party may initiate such negotiations by delivery of written notice to a Contract Administrator of the other party.
- 19.2 In the event the Contract Administrators are unable to resolve a dispute within thirty (30) days as of the date the dispute arose, the parties agree to appoint a Committee comprised of three (3) members per party ("Dispute Committee") in order to resolve the dispute.
- 19.3 In the event the Dispute Committee is unable to resolve the dispute within sixty (60) days as of the date the dispute was brought before the Dispute Committee, the parties agree to submit to arbitration under the rules of the Arbitration Act, 1991, S.O. 1991, c.17, as amended and as it exists from time to time.
- 19.4 Nothing contained herein shall be construed as waiving any additional rights in law or in equity of either party with respect to the resolution of disputes under, and the enforcement of the provisions of, this Agreement.

## **20.0 GENERAL PROVISIONS**

- 20.1 No amendment or variation of this Agreement or of any of the terms hereof shall be binding upon the parties hereto, unless the same is in writing and properly authorized and executed by both parties to this Agreement.
- 20.2 Notwithstanding section 2.1 of this Agreement, this Agreement may be terminated by either party upon sixty (60) days' prior written notice to the other party for any reason whatsoever.
- 20.3 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.
- 20.4 This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 20.5 It is understood and agreed by the parties hereto that they are and shall be acting independently in the performance of their duties under this Agreement. Nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, fiduciary, employee or servant of the other for any purpose.
- 20.6 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 20.7 If any provision of this Agreement is held to be invalid, void or unenforceable, then the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 20.8 Both parties acknowledge that unopened road allowances (hereinafter "Allowances") exist as part of the mutual municipal boundary and that, as maintenance is not required within these Allowances, this Agreement does not apply to these Allowances; nevertheless, both parties agree that any matters or activities pertaining to these Allowances, which matters or activities may be proposed by either party or by a third party, shall be coordinated and agreed-upon by both parties.
- 20.9 No consent or waiver, express or implied, by either party hereto of any breach or default by the other party hereto in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver by the first-mentioned party of any other breach or default in the performance by the other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party, or failure to declare the other party in default, irrespective of how

long such failure continues, shall not constitute a waiver by the first-mentioned party of its rights hereunder.

- 20.10 The insertion of headings in this Agreement is for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- 20.11 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be read with all changes in number and gender as may be required by the context.
- 20.12 All references to a day or days in this Agreement shall mean a calendar day or calendar days.
- 20.13 This Agreement may be executed in any number of counterparts and delivered by electronic means, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 20.14 Any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by electronic mail with an original signed copy sent by courier within forty-eight (48) hours thereafter, to the parties as follows:

(a) to Halton Hills, at:

The Corporation of the Town of Halton Hills  
1 Halton Hills Drive, Halton Hills (Georgetown), ON L7G 5G2  
[valeriep@haltonhills.ca](mailto:valeriep@haltonhills.ca)  
Attention: Town Clerk

(b) to Milton, at:

Corporation of the Town of Milton  
150 Mary Street, Milton, ON L9T 6Z5  
[Operations@milton.ca](mailto:Operations@milton.ca)  
Attention: Director, Facilities, Operations & Environment

or at such other address as the party to whom such notice is to be given otherwise directs in writing. Any notice delivered aforesaid shall be effective on the date of personal delivery, and any notice mailed as aforesaid shall be effective three (3) days after the mailing thereof, provided that where interruption of mail services is likely by reason of any strike or other labour dispute, notice shall be given by personal delivery or on the date of electronic mail transmission.

## **21.0 DEFAULT**

Notwithstanding any of the foregoing, in addition to any other remedies available at law or in equity, in the event that one party defaults in the performance of its Routine Maintenance obligations under this Agreement, the other party has the option of performing said Routine Maintenance to the extent of the deficiency and charging the defaulting party for said services, including without limitation, all personnel, administrative and/or other related costs thereto.

**IN WITNESS WHEREOF** the Corporate Seals of each of the parties hereto have been affixed and duly attested by the respective authorized signing officers:

**THE CORPORATION OF THE  
TOWN OF HALTON HILLS**

\_\_\_\_\_  
Mayor: Rick Bonnette

\_\_\_\_\_  
Clerk: Valerie Petryniak

**We have authority to bind the corporation**

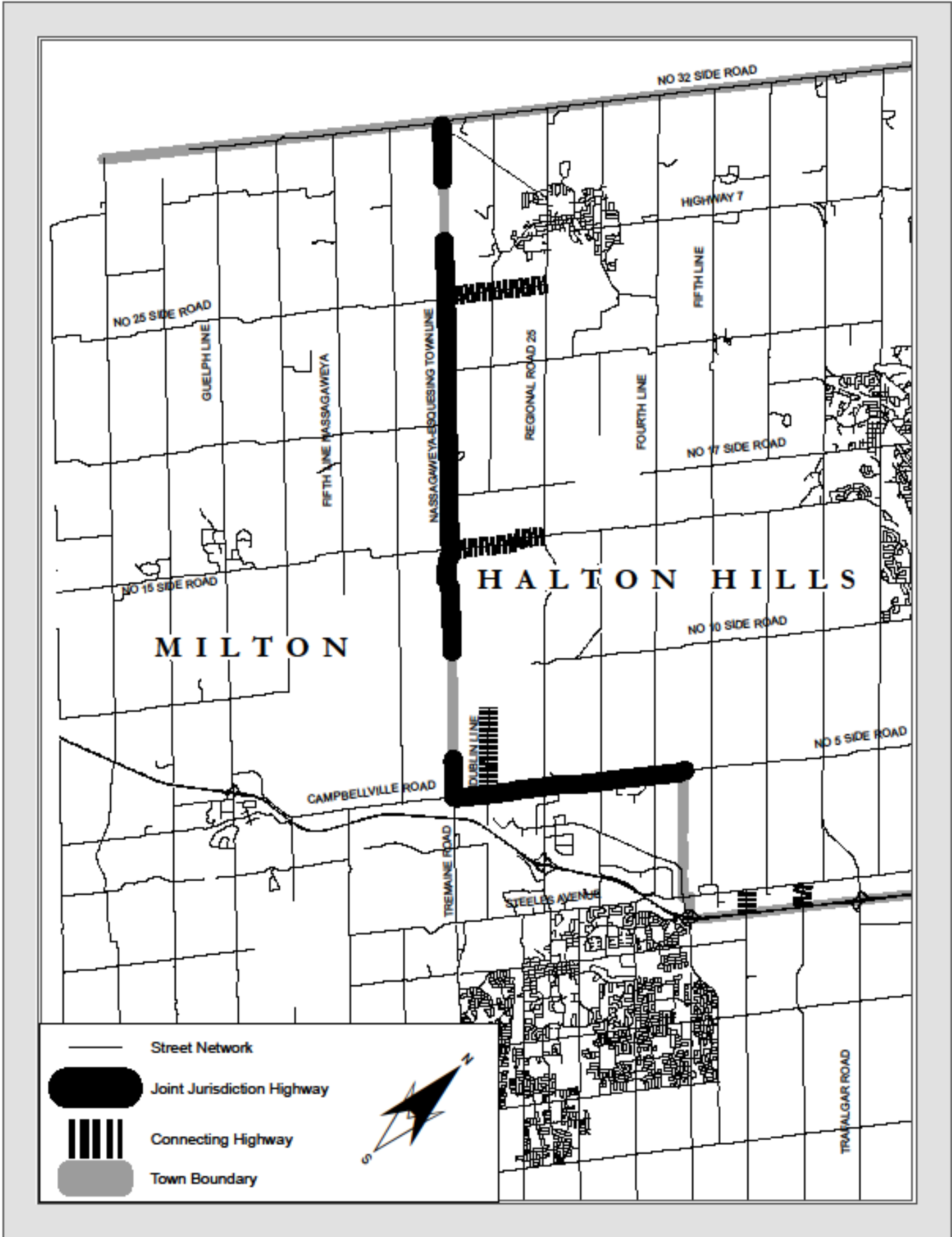
**THE CORPORATION OF THE  
TOWN OF MILTON**

Per: \_\_\_\_\_  
Doug Sampano  
Director, Facilities, Operations & Environment

**I have authority to bind the corporation**

SCHEDULE A

Joint Jurisdiction and Connecting Highways



### SCHEDULE B (Initial Version, June 2021)

HIGHWAY MAINTENANCE RESPONSIBILITIES					
Road Name	Section Limit From	Section Limit To	Length (km)	Routine Maintenance	Winter Maintenance
<b>JOINT JURISDICTION HIGHWAYS</b>					
Crewsons Line	32 Side Road	1.3 Kilometres south of Highway 7	1.4	Halton Hills	Halton Hills
Nassagaweya – Esquesing Town Line	1.4 Kilometres north of 25 Side Road (terminus)	17 Side Road	7.6	Halton Hills	Halton Hills
Nassagaweya – Esquesing Town Line	17 Side Road	1.0 Kilometres south of 15 Side Road (terminus)	1.0	Milton	Halton Hills
Tremaine Road	1.0 Kilometre north of Campbellville Road (terminus)	Campbellville Road	1.0	Milton	Milton
Campbellville Road	Tremaine Road	Dublin Line (west of roundabout)	0.8	Milton	Milton
5 Side Road (OLD)	1.4 Kilometres west of Regional Road 25 (Terminus)	0.8 Kilometres west of Regional Road 25	0.6	Milton	Milton
5 Side Road	0.8 Kilometres west of Regional Road 25	Regional Road 25	0.8	Milton	Milton
5 Side Road	Regional Road 25	Fourth Line	2.7	Milton	Halton Hills
5 Side Road	Fourth Line	0.7 Kilometres east of Fourth Line	0.7	Halton Hills	Halton Hills
<b>CONNECTING HIGHWAYS IN HALTON HILLS</b>					
25 Side Road	Nassagaweya – Esquesing Town Line	Regional Road 25	2.5	Halton Hills	Milton
15 Side Road	Nassagaweya – Esquesing Town Line	Regional Road 25	2.4	Halton Hills	Milton
Dublin Line	5 Side Road	2.1 Kilometres north of 5 Side Road (terminus)	2.1	Halton Hills	Milton
Fifth Line	Highway 401	Steeles Avenue (Regional Road 8)	0.6	Halton Hills	Milton
Sixth Line	Highway 401	Steeles Avenue (Regional Road 8)	0.6	Halton Hills	Milton
<b>CONNECTING HIGHWAYS IN MILTON</b>					
None					

TRAFFIC SIGNAL MAINTENANCE RESPONSIBILITIES	
Town of Milton	Town of Halton Hills
<ul style="list-style-type: none"> <li>5 Side Road at Mansewood Court/Peddie Road</li> </ul>	<ul style="list-style-type: none"> <li>None</li> </ul>

STREETLIGHT MAINTENANCE RESPONSIBILITY	
Town of Milton	Town of Halton Hills
• 5 Side Road at Fourth Line/Esquesing Line	• Nassagaweya-Esquesing Town Line at 17 Side Road
• 5 Side Road at Southcott Drive	• Nassagaweya-Esquesing Town Line at 22 Side Road
• 5 Side Road at Boston Church Road/Third Line	
• 5 Side Road at Peddie Road/Mansewood Court (Part of the Traffic Control Signal)	