

This agreement made on the ___ day of October 2024.

BETWEEN

**THE CORPORATION OF THE CITY OF
LONDON**

(hereinafter referred to as the "City ")

OF THE FIRST PART

-and -

THE MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as "Middlesex Centre")

OF THE SECOND PART

WHEREAS the Parties will be providing winter maintenance services of sanding, salting, and snowplowing at their own expense, with respect to those sections of the highway as set out on Schedule "A" of this Agreement;

AND WHEREAS the Parties have agreed to provide such winter maintenance services in accordance with the standards required under Ontario Regulation 239/02 under the Municipal Act, 2001.

AND WHEREAS each of the Parties have agreed that they shall continue to provide winter maintenance services on said portions of certain highways, at each their own expense during the term of this Agreement, or other such date as the parties agree.

NOW THEREFORE in consideration of the conditions and understandings hereinafter set forth, the Parties hereto mutually covenant and agree, each with the other as follows:

1. **THAT** this Agreement shall be for a term of five (5) years commencing on the 1st day of November 2024 and ending on the 31st day of October 2029.
2. **THAT** the City shall, during the term of this Agreement, snowplow, sand/salt and monitor roadway conditions for those portions of the highways as set out on Schedule "A" attached in accordance with the level of service set out in Ontario Regulation 239/02.
3. **THAT** Middlesex Centre shall, during the term of this Agreement, snowplow, sand/salt and monitor roadway conditions for those portions of the highways as set out on Schedule "A" attached in accordance with the level of service set out Ontario Regulation 239/02.
4. **THAT** no payments shall be made under Schedule "A" unless a statement of expenditures is supplied to the party from whom the funds are sought is provided describing the work performed and the rationale for completion of the expenditure, certified by the engineer of the party seeking the payment. The party from whom the funds are sought wherever possible shall be provided with an opportunity to review and comment on the statement of expenditures.
5. **THAT** throughout the term of the Agreement, each Party shall obtain and maintain and provide the other with evidence of the insurance coverages shown below and shall provide that these coverages will not be cancelled or permitted to lapse unless the insurer notifies the certificate holder in writing at least thirty (30) days prior to the date of cancellation or expiry:
 - a) third party general liability insurance covering the work and services described in this agreement. Such policies shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, completed operations, contingent employer s' liability, cross liability and severability of interest clauses.

Schedule "A"

	Street Name	Road Class	Location	Length (km)	Lanes	Winter Maintenance By	Cost Sharing	
							City of London	Middlesex Centre
1	Cook Rd	4	South City Limit to the southerly traveled portion of Westminster Dr	0.9	2	Middlesex Centre		100%
2	Decker Dr	4	West City Limit to the easterly traveled portion of Cook Rd	1.0	2	City of London	100%	
3	Elviage Dr	3	West City limit to the westerly traveled portion of Woodhull Rd	0.6	2	Middlesex Centre		100%
4	Sharon Rd	3	West City Limit to the westerly traveled portion of Westdel Brne	0.7	2	Middlesex Centre		100 %
5	Sunningdale Rd W	3	West City Limit to the easterly traveled portion of Denfield Rd	0.6	2	City of London	100%	
6	Westdel Brne	4	South City Limit to the northerly traveled portion of Westminster Dr	0.8	2	Middlesex Centre		100%
7	Westminster Dr	4	West City Limit to the easterly traveled portion of Westdel Brne	0.8	2	Middlesex Centre		100%
8	Woodhull Rd	4	South City Limit to the northerly traveled portion of Lon gwoods Rd	1.2	2	City of London	100%	
							2.8km	3.8km

