BETWEEN

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

-and -

THE MUNICIPALITY OF MIDDLESEX CENTRE (hereinafte r 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.
- 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.
- 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.

- b) Such insurance As described in subsection (a) shall provide coverage for an amount not less than five million (\$5,000,000) dollars and shall include the certificate holder as an additional insured with respect to the obligations described in this agreement.
- c) automobile liability insurance for an amount not less than five million (\$5,000,000) dollars on forms meeting statutory requirements covering all owned vehicles used in any manner in connection with the performance of the terms of this agreement.

Evidence that such insurance is in force shall be provided to the other party at the start of this agreement and thereafter on an annual basis at the time of policy renewal until this Agreement is either terminated or expires.

- 6. THAT each party to this Agreement shall indemnify and hold harmless the other from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligent acts or omissions of the Party performing the work, its agents, representatives, employees, sub-contractors or other persons for whom they are responsible in law as a result of acts or omissions connected with the performance or non-performance of work or due to any contravention of the provisions of this Agreement, or of any applicable laws, rules or regulations.
- 7. THAT this Agreement may be terminated at any time by either party giving sixty (60) days written notice to the other party. Such notice shall be given by prepaid registered mail, e- mail or facsimile and the time of posting the said letter or notification shall be deemed to be the time of the giving of such notice. Upon such termination, the services performed by each of the Parties, under the provisions of this agreement, shall be ascertained and paid for forthwith in the manner herein before provided.
- 8. THAT it is intended that all provisions of this Agreement shall be fully binding and effective between the Parties, but in the event that any particular provision or provisions or a part of one is found to be invalid or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force and effect.

IN WITNESS THEREOF the Parties have hereunto cause to be affixed their respective Corporate Seals, duly attested by their respective proper signing officers.

OFFICE CITY OF LONDON	TP
DATE: Oct . 28,	2024

)	OF LONDON
)))	MAYOR, JOSH MORGAN
))	11
))	CITY CLERK MICHAEL SCHULTHESS
)))	THE MUNICIPALITY OF MIDDLESEX CENTRE
)))	MAYOR,
)	CITY CLERK

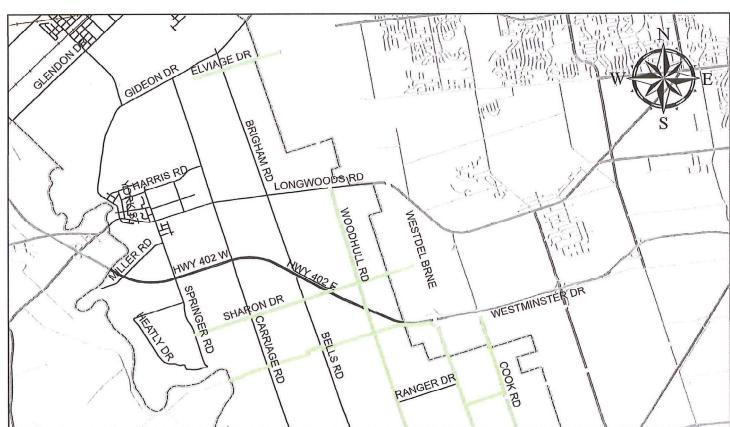
THE CODDODATION OF THE CITY

We have authority to bind the corporation

Schedule "A"

	0 N	Road		Length		Winter Maintenance By	Cost Sharing	
	Street Name	Class	Location	(km)	Lanes		City of London	Middlesex Centre
ı	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







Maintained by the City of London

Maintained by Middlesex Centre