

Appendix A

THIS AGREEMENT made as of _____, 2021

BETWEEN:

MUNICIPALITY OF MIDDLESEX CENTRE
Hereinafter referred to as “**Middlesex Centre**”

and

MUNICIPALITY OF STRATHROY-CARADOC
Hereinafter referred to as “**Strathroy-Caradoc**”

WHEREAS Middlesex Centre is a lower tier municipality in the County of Middlesex;

AND WHEREAS Strathroy-Caradoc is a lower tier municipality in the County of Middlesex;

AND WHEREAS Amiens Road, between Hickory Drive and Glendon Drive forms the boundary between Middlesex Centre and Strathroy-Caradoc;

AND WHEREAS Middlesex Centre has been maintaining Amiens Road, between Lamont Drive and Glendon Drive as shown on the plan attached to this Agreement as schedule “A”, herein referred to as the “**Middlesex Centre Maintained Boundary Road**” and Strathroy-Caradoc has requested that Middlesex Centre continue to do so and Middlesex Centre has agreed to on the terms and conditions of this Agreement;

AND WHEREAS Strathroy-Caradoc has been maintaining Amiens Road, between Hickory Drive and Lamont Drive as shown on the plan attached to this Agreement as Schedule “A”, herein referred to as the “**Strathroy-Caradoc Maintained Boundary Road**” and Middlesex Centre has requested that Strathroy-Caradoc continue to do so and Strathroy-Caradoc has agreed to on the terms and conditions of this Agreement;

AND WHEREAS section 20 of the *Municipal Act, 2001* provides that municipalities may enter into an agreement with one or more municipalities to provide, for their joint benefit, any matter which they have power to provide within their own boundary;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements, the parties hereto covenant and agree with each other as follows:

1. The parties agree that the above recitals are true and correct.
2. The term of this Agreement (hereinafter the “**Term**”) shall commence on _____, 2021 and shall continue from year to year thereafter until terminated by either of the parties on three (3) months’ notice to the other.

3. During the Term Middlesex Centre shall maintain and repair the Middlesex Centre Maintained Boundary Road in a manner that is consistent with the Ontario Regulations 239/02, Minimum Standards for Municipal Roads, as amended from time to time.
4. During the Term Strathroy-Caradoc shall Maintain and repair the Strathroy-Caradoc Maintained Boundary Road in a manner that is consistent with the Ontario Regulations 239/02, Minimum Standards for Municipal Roads, as amended from time to time.
5. As part of its maintenance and repair of the Middlesex Centre Maintained Boundary Road, Middlesex Centre shall provide routine winter/summer maintenance, including snow removal and sanding.
6. As part of its maintenance and repair of the Middlesex Centre Maintained Boundary Road, Strathroy-Caradoc shall provide routine winter/summer maintenance, including snow removal and sanding.
7. Middlesex Centre shall not pay Strathroy-Caradoc for its costs of maintaining and repairing the Strathroy-Caradoc Maintained Boundary Road nor shall Strathroy-Caradoc pay Middlesex Centre for its costs of maintaining and repairing the Middlesex Centre Maintained Boundary Road.
8. Middlesex Centre shall, during the Term, obtain and maintain for itself and for the benefit of Strathroy-Caradoc a comprehensive general liability insurance policy in the amount of not less than Twenty Million (\$20,000,000.00) Dollars per incident. Such policy shall name Strathroy-Caradoc as an additional insured and shall provide insurance coverage for and including bodily injury, death and property damage sustained in connection with Middlesex Centre's maintenance and repair of the Middlesex Centre Maintained Boundary Road under this Agreement.
9. Strathroy-Caradoc shall, during the Term, obtain and maintain for itself and for the benefit of Middlesex Centre a comprehensive general liability insurance policy in the amount of not less than Twenty Million (\$20,000,000) Dollars per incident. Such policy shall name Middlesex Centre as an additional insured and shall provide insurance coverage for and including bodily injury, death and property damage sustained in connection with Strathroy-Caradoc's maintenance and repair of the Strathroy-Caradoc Maintained Boundary Road under this Agreement.

10. Middlesex Centre shall, during the Term, require of any of Middlesex Centre's contractors that perform maintenance and repair work on the Middlesex Centre Maintained Boundary Road to obtain and maintain for the contractor, and for the benefit of Middlesex Centre and Strathroy-Caradoc a comprehensive general liability insurance policy in the amount of not less than Three Million (\$3,000,000) Dollars per incident. Such policy shall name both Strathroy-Caradoc and Middlesex Centre as an additional insureds and shall provide insurance coverage for and including bodily injury, death and property damage sustained in connection with Strathroy-Caradoc's maintenance and repair of the Strathroy-Caradoc Maintained Boundary Road under this Agreement.
11. Strathroy-Caradoc shall, during the Term, require of any of Strathroy-Caradoc's contractors that perform maintenance and repair work on Strathroy-Caradoc Maintained Boundary Road to obtain and maintain for the contractor, and for the benefit of Strathroy-Caradoc and Middlesex Centre a comprehensive general liability insurance policy in the amount of not less than Three Million (\$3,000,000) Dollars per incident. Such policy shall name both Strathroy-Caradoc and Middlesex Centre as an additional insureds and shall provide insurance coverage for and including bodily injury, death and property damage sustained in connection with Strathroy-Caradoc's maintenance and repair of the Strathroy-Caradoc Maintained Boundary Road under this Agreement.
12. Middlesex Centre shall, during the Term, obtain and maintain in full force, an Environmental Policy with a limit of not less than \$2,000,000/\$4,000,000 and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for sudden and accidental and gradual release.
13. Strathroy-Caradoc shall, during the Term, obtain and maintain in full force, an Environmental Policy with a limit of not less than \$2,000,000/\$4,000,000 and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for sudden and accidental and gradual release.
14. Any notice or written communications between the parties pertaining to this Agreement shall be delivered to the parties at their respective municipal offices. All communications between the parties with respect to the administration and operation of this Agreement shall be between:

For Strathroy-Caradoc: Director of Engineering and Public Works
Municipality of Strathroy-Caradoc
52 Frank Street
Strathroy, Ontario N07 2R4

For Middlesex Centre: Director, Public Works and Engineering
Municipality of Middlesex Centre
10227 Ilderton Road,
R.R. #2,
Ilderton, Ontario N0M 2A0

15. Time shall be of the essence hereof in all respects but either party may waive any default of the other on such terms and conditions such party may determine, provided that the right of either party to require strict performance by the other of any and all obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.
16. Neither party may assign this Agreement without the prior written consent of the other which consent may be arbitrarily withheld.
17. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or *ultra vires* either or both of the parties, then, such provision shall conclusively be deemed to be severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effect.
18. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF that parties have executed this Agreement by the hands of their respective duly authorized offices under their respective corporate seals.

MUNICIPALITY OF MIDDLESEX CENTRE

Per: _____
Mayor

Per: _____
Clerk

MUNICIPALITY OF STRATHROY-CARADOC

Per: _____
Mayor

Per: _____
Clerk

Schedule A

