

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 2025-50**

***BEING A BY-LAW TO AUTHORIZE A WINTER MAINTENANCE AGREEMENT
BETWEEN THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
AND THE UNITED COUNTIES OF STORMONT, DUNDAS, AND GLENGARRY.***

WHEREAS, the *Municipal Act, 2001*, c.25 S 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act 2001*, c. 25 S. 5(3) provides that the powers of every council are to be exercised by by-law;

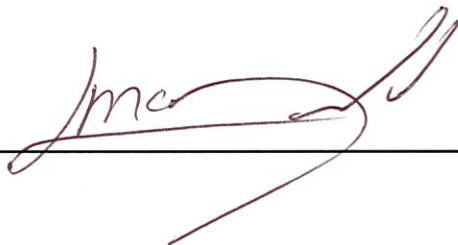
AND WHEREAS the Township of South Glengarry wishes to enter into a five-year winter maintenance agreement with the United Counties of Stormont, Dundas, and Glengarry.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP
OF SOUTH GLENGARRY ENACTS AS FOLLOWS:**

1. **THAT** Council authorizes the five-year winter maintenance agreement with the United Counties of Stormont, Dundas, and Glengarry, attached hereto and forming part of this by-law.
2. **THAT** the General Manager of Infrastructure Services or their designate be authorized to execute the agreement on behalf of the Corporation.

***READ A FIRST, SECOND, AND THIRD TIME, PASSED, SIGNED, AND SEALED
IN OPEN COUNCIL THIS 22ND DAY OF SEPTEMBER 2025.***

MAYOR:



CLERK:



WINTER MAINTENANCE AGREEMENT

South Glengarry
Copy

BETWEEN:

The Corporation of the United Counties of Stormont, Dundas, and Glengarry
hereinafter the "**County**"
OF THE FIRST PART

- AND -

The Corporation of the Township of South Glengarry
hereinafter the "**Township**"
OF THE SECOND PART

WHEREAS:

1. The County is the owner of SDG County Road 17, legally described as referenced in "Schedule A"; and,
2. The County desires that the Township annually perform winter maintenance on SDG County Road 17, in the locations physically described in "Schedule A".

NOW THEREFORE IN CONSIDERATION of the rents reserved and the covenants contained in this Agreement on the part of the County and the Township:

3. The Township and County agree to perform the following services from the third Monday of November to the third Monday of April, annually:
4. The Township agrees to perform the winter maintenance on SDG County Roads per the following terms and conditions:
 - 4.1. In accordance with the Minimum Maintenance Standards for Municipal Highways (O. Reg 239/02):
 - 4.1.1. Patrol highways to check for conditions described in the regulation
 - 4.1.2. Address snow accumulation as specified in the regulation
 - 4.1.3. Treat the roadway to address ice formation on roadways as specified in the regulation
 - 4.2. Notify the County as soon as practicable of any major road or drainage defects that are observed during patrol that need correcting. i.e. Signage deficiencies, washouts, potholes, etc.
5. The County agrees to perform the following services on SDG County Roads:
 - 5.1. Drainage maintenance, including the clearing of ditches, catch basins and storm drains; and,
 - 5.2. Road surface maintenance, including the repairing of potholes, cracks and depressions; and,
 - 5.3. All other maintenance standards not referenced herein and not directly associated with winter maintenance
6. It is agreed that the standard of service to be provided herein shall be pursuant to the most current Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways.
7. It is agreed that the cost of the services performed by each party on the respective roads provided herein shall be as outlined in "Schedule B".
8. The Township indemnifies and saves harmless the County from all liability, all manner of actions, causes of action, suits, claims, demands and costs whatsoever arising from any actions of the Township, its employees or agents done in pursuance of this Agreement.

9. The County indemnifies and saves harmless the Township from all liability, all manner of actions, causes of action, suits, claims, demands and costs whatsoever arising from any actions of the County, its employees or agents done in pursuance of this Agreement.

10. Each Party at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide evidence of:

10.1. **Municipal General Liability Insurance** issued on an occurrence basis for an amount of not less than \$25,000,000 per occurrence / \$25,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the United Counties of Stormont, Dundas, and Glengarry / Corporation of the Township of South Glengarry as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Counties / Municipality.

10.2. **Automobile Liability Insurance** with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$25,000,000 inclusive for each and every loss.

10.3. **Environmental Impairment Liability** with a limit of not less than \$2,500,000 per claim / \$5,000,000 annual aggregate. Coverage shall include Gradual cover and shall not be limited to Sudden and Accidental and shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such coverage is written on a claims made basis, such policy shall contain a 24-month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this agreement.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the Additional Insured shall bear no cost towards such deductible.

Each party are responsible to keep their property / assets insured – failure to do so shall not impose any liability on the other party.

Each party shall provide evidence of WSIB or its equivalent

Each party shall provide the other party with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the certificate holder in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to all parties.

11. Term and Termination:


11.1. This agreement shall be effective on the date that it is signed by both parties and shall continue until April 30, 2030

11.2. Notwithstanding paragraph 11.1 this agreement may be terminated by either party during the period of May 1 to August 31 in any year in which this agreement is current, upon thirty (30) days' written notice.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf.


SIGNED, SEALED AND DELIVERED
In The Presence Of

THE CORPORATION OF THE UNITED
COUNTIES OF STORMONT, DUNDAS,
AND GLENGARRY



Martin Lang, Warden
Sept. 15/25

Date



Kimberley Cassleman, Clerk
Sept. 15/25

Date

THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY



Sarah McDonald, General Manager
Infrastructure Services

September 24, 2025

Date

WINTER MAINTENANCE AGREEMENT

“Schedule A”

| Road Name | From | To | Length (Lane km) | Class | Legal Reference |
|-------------|-------------|-------------|---------------------|-------|------------------------------------|
| SDG Road 17 | SDG Road 19 | SDG Road 27 | 11.4 | 4 | Plan No. 17-1-R-87 SDG By-Law 4867 |

“Schedule B”

1. Total Length of Road to be maintained by Township: **11.4 km**
2. The Township shall provide two invoices annually to the County for payment.
 - a. One invoice for the period of November – December, shall be submitted by December 31.
 - b. One invoice for the period of January – April, shall be submitted by April 30.
3. Payment to the Township from the County, for services rendered shall be for the following lump sum amounts;
 - a. December 31 - **\$4,552.02**
 - b. April 30 - **\$10,621.38**
4. The amounts referenced in Paragraph 3 are exclusive of winter control materials (sand / salt / magnesium chloride). The Township shall provide a separate invoice for material used for the purpose of providing winter maintenance on the County Roads. Invoice for materials shall be provided annually on December 31, for materials used within the calendar year and shall be calculated as follows;

$$\left(\frac{A}{B}\right) \times C = P$$

Where;

A, is the total cost of winter control materials incurred by the Township within a calendar year.

B, is the total lane kilometers of roadway maintained by the Township (Incl. County Roads).

C, is the total lane kilometers of County Road maintained by the Township

P, is payment in dollars to the Township

5. The payment amounts specified in Paragraph 3 apply to the first year of the agreement. In subsequent years, the payment amounts shall be adjusted annually based on the rate of inflation, as determined by the Annual Consumer Price Index (CPI) for 'Ontario All Items' for the previous year. SDG Counties will

provide the applicable CPI rate each year, which may be confirmed with Statistics Canada.

6. The payment amounts referenced in Paragraph 3 have been derived based on an expected level of effort for an average winter season. Should the Township feel that any particular season has acute conditions requiring a level of effort beyond what would be reasonably expected; they may submit their records documenting such increased level of effort, to the County for consideration of supplemental compensation.

THE CORPORATION OF THE UNITED COUNTIES
OF STORMONT, DUNDAS AND GLENGARRY

BY-LAW NO. 5508

A BY-LAW to authorize five-year winter maintenance agreements with the Townships of North Dundas, North Glengarry, North Stormont, South Glengarry, South Stormont, and the Municipality of South Dundas

WHEREAS Section 5 (3) of the *Municipal Act, 2001 S. O. 2001*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry wishes to enter into five-year winter maintenance agreements with the Townships of North Dundas, North Glengarry, North Stormont, South Glengarry, South Stormont, and the Municipality of South Dundas.

NOW THEREFORE THE COUNCIL FOR THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS:

1. That Council authorizes the five-year winter maintenance agreements with the Townships of North Dundas, North Glengarry, North Stormont, South Glengarry, South Stormont, and the Municipality of South Dundas, attached hereto as Schedules to this By-law.
2. That the Warden and Clerk be authorized to execute the agreements on behalf of the Corporation.

READ and passed in Open Council, signed and sealed this 15th day of September, 2025.

WARDEN

CLERK