

October 5, 2021

Town of Tillsonburg  
204-200 Broadway  
Tillsonburg, Ontario  
N4G 5A7

Attn: Kyle Pratt, Chief Administrative Officer  
Carlos Reyes, Director of Operations and Development

**RE: Urban County Road Maintenance Agreement Amendment  
Oxford Road 20 (North Street)**

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The current 2008 Urban County Road Maintenance Agreement between Oxford County and the Town of Tillsonburg (attached) includes maintenance of Designated County Roads within the urban town limits.

Prior to August 31, 2021, Town of Tillsonburg staff discussed their interest with County staff to include Oxford Road 20 (North Street) within town limits (520m west of the west limit of Quarter Town Line to 40m east of the east limit of Herford Street) to the Designated County Roads noted as part of this agreement.

The County reviewed and supports this request as it aligns with the intent of the current agreement to provide maintenance of County roads within urban areas. Parts of Oxford Road 20 (North Street) remained as a rural road within the limits of Tillsonburg until recently being reconstructed to an urban road cross section to coincide with the expansion of residential development in this area. As per the current 2008 agreement, we note that the level of service provided by the Town is to be the level of service adopted by the County as applicable to County roads.

Accordingly, the respective draft 2022 County and Tillsonburg road operations and maintenance budgets have accounted for this change in responsibility, effective January 1, 2022.

Execution of this letter by both parties will serve as an amendment to the current agreement and will be effective January 1, 2022. If you are in agreement, please sign below and return two copies for execution by the County.

We trust this approach is acceptable.

Yours truly



Shawn G. Vanacker, C.Tech, CRS-S, CMM III  
Supervisor of Transportation

*Attach:* Agreement for Urban County Road Maintenance (2008)

The Urban County Road Maintenance agreement between the County of Oxford and the Town of Tillsonburg, dated December 2, 2008, is hereby amended to include Oxford Road 20 (North Street) within the current Town boundaries, and is effective January 1, 2022.

THE CORPORATION OF THE TOWN OF TILLSONBURG

\_\_\_\_\_  
Carlos Reyes, Director of Operations and Development

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyle Pratt, Chief Administrative Officer

\_\_\_\_\_  
Date

THE COUNTY OF OXFORD

\_\_\_\_\_  
David Simpson, Director of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Duben, Chief Administrative Officer

\_\_\_\_\_  
Date

THIS AGREEMENT FOR URBAN COUNTY ROAD MAINTENANCE made, in duplicate,  
this 2nd day of December, 2008.

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG (The Town)

AND

THE COUNTY OF OXFORD (The County)

WHEREAS Section 11 and Section 52 (3) of the Municipal Act, 2001 S.O. 2001, Chapter 25 provides that the County of Oxford has jurisdiction over the highways forming part of the County highway system.

AND WHEREAS Section 23.1 of the Municipal Act, 2001 S.O. 2001, Chapter 25 provides that a municipality may delegate its powers and duties.

AND WHEREAS the parties agree that the intent of this service agreement is to provide high quality roads maintenance services in a sustainable and cost-effective manner.

AND WHEREAS the parties are desirous of entering into an agreement for the maintenance of certain sections of County roads within the boundaries of the Town.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the Parties hereto covenant and agree as follows:

#### PERFORMANCE OF SERVICES

The Town agrees to perform or cause to be performed maintenance on the designated County roads and road rights-of-way within the boundaries of the Town in accordance with identified maintenance categories and procedures as detailed below, in compliance with all applicable laws and regulations using qualified staff and meeting all safety requirements, and applying modern practices, equipment and techniques in the performance of this agreement. This maintenance shall be carried out in accordance with the applicable Ontario Provincial Standard Specifications and in accordance with the Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways, as amended.

#### INDEMNIFICATION OF THE COUNTY

The Town shall exonerate, indemnify and hold harmless the County, its officers, employees and agents from and against any and all claims which may be suffered or incurred by, accrued against or be charged to or recoverable from the County that are caused by the Town's negligence or willful misconduct when performing the maintenance. The County shall be deemed to hold the provisions of this section for the benefit of the County's officers, employees and agents as third party beneficiaries under this Agreement.

#### TERM OF THE AGREEMENT

This agreement will continue in force from year to year commencing January 1, 2008 unless cancelled as of December 31 of any given year by either the Town, or the County giving written notice to the other party on or before July 1<sup>st</sup> of that year.

#### TERMINATION OF AGREEMENT

This agreement may be terminated by either party, having provided six (6) months written notice.

#### PAYMENT TO THE TOWN

The County shall make payments to the Town on an annual basis for maintenance. The payments shall be as set out in the annual budget as submitted annually by the Town and approved by the County in the attached format. Interim billings may be estimated during the year and sent to the County as progress payments. The final billing shall be made in January or as early as possible in the following year when the exact final amount is known. All billings will be itemized according to the accounts listed below.

DESIGNATED COUNTY ROADS

County Road 37 (Potters Road) from Simcoe Street to the East Town limit.

County Road 51 (John Pound Road) from Highway 3 to Oxford Street.

County Road 51 (Simcoe Street) from Vienna Road to the County Boundary.

County Road 53 (Tillson Avenue) from Oxford Street to North Street.

MAINTENANCE CATEGORY

220.7581	Road side mowing (Mowing at parks and cemeteries is charged to a separate account)
120.7582	Brush and tree maintenance/removal
20.7571	Debris and litter pick-up
120.7551	Patching, cold/hot, handwork
20.7570	Sweeping, flushing
220.7563	Zone painting
120.7564	Signs and markings
225.7600	Snow plowing
125.7601	Sanding and Salting
260.7629	Storm sewers and Drains

TOWN MAINTENANCE INCLUDES all minor repairs, such as wind or storm damage, washouts to shoulders, banks, undermining of a curb requiring a local replacement. These items are to be included in the cost calculation.

TOWN MAINTENANCE DOES NOT INCLUDE scheduled reconstruction, or scheduled replacement work, where surfaces and facilities need to be resurfaced, or replaced as a part of a planned upgrading of infrastructure. Town maintenance does not include:

- Traffic signal maintenance
- Gravel road shoulders
- Grade gravel shoulders
- Dust layer shoulders
- Weed spraying
- Road side ditching
- Bridge maintenance
- Roadway culverts
- Entrance culverts
- Catchbasin cleaning
- Guide post and guide rails
- Resurfacing
- Cracksealing
- Curbs and Gutters
- Storm Sewers
- Tree Replacement
- Railway Maintenance

STREET LIGHTING type, location, installation and maintenance is the Town's responsibility.

SIDEWALK MAINTENANCE AND CONSTRUCTION is the Town's responsibility, with the exception of sidewalk construction included as part of County capital projects, where some negotiated cost share will apply.

ENTRANCES, ENTRANCE CULVERTS AND CURB CUTS are to be reviewed for compliance with the County Access By-law and the locations approved by the County. Any cost recovery from the applicant is to be done by the Town.

VEHICLE/EQUIPMENT charges will be the internal hourly charge out rates.

Agreement – County of Oxford and  
Town of Tillsonburg

ANNUAL URBAN MAINTENANCE COST for maintenance of the County Roads is calculated as follows: maintenance cost equals total of selected accounts multiplied by the centreline kilometre length of the designated County roads divided by the sum of the centreline kilometre length of total urban paved roads and the centreline kilometre length of the designated County roads. The result is multiplied by a factor of 1.22, to reflect the wider pavement widths and road allowances that apply to some County roads. All lengths are based on actuals from LRIS.

THE RATIO, once calculated, may be applied to each applicable account, or to the total of the applicable accounts, for calculation of the annual urban maintenance cost.

$$\text{Ratio} = \frac{\text{PavedKilometresCounty}}{(\text{PavedKilometresCity} + \text{PavedKilometresCounty})} * 1.22$$

As an example calculation, the ratio for 2008 is:

$$\text{Ratio} = \frac{7.2}{(108.8 + 7.2)} * 1.22 = 0.0757$$

This ratio will be recalculated annually for the next year using the road lengths as of July 1<sup>st</sup> of that year. The updated ratio will be distributed to the parties by letter.

ANNUAL URBAN MAINTENANCE COST = Total Accounts \* RATIO

THE RATIO is always applied to the actual costs for the current year. Railway maintenance billing will not have the ratio applied.

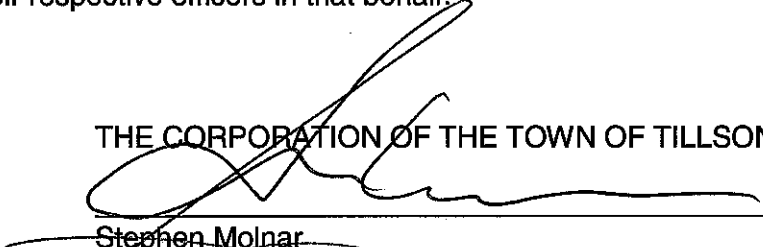
THE LEVEL OF SERVICE provided by the Town is to be the level of service adopted by the County as applicable to the County roads and in no case is it to be below that required by the applicable laws and regulations.

MINOR CHANGES to this working document which do not alter the basic intent of the agreement, for example, minor changes to work items, changes in total street lengths and other minor changes will be discussed by staff not later than the end of August 31 each year, and where mutually agreed will be implemented in the new year.


ANY PROVISION of the Agreement may be opened for discussion at the request of either party. Any unresolved issues or disputes will be presented to the Town and County Councils for resolution.

IN WITNESS WHEREOF the Corporate seals of each of the parties have been affixed hereto under the hands of their respective officers in that behalf.

THE CORPORATION OF THE TOWN OF TILLSONBURG

  
Stephen Molnar

Mayor

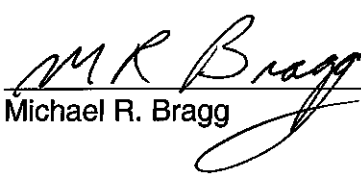
  
David C. Morris

CAO

THE COUNTY OF OXFORD

  
Paul J. Holbrough

Warden

  
Michael R. Bragg

Acting CAO