

The Corporation of the Municipality of Brockton



By-Law 2024-013

Being a By-Law to Authorize the Signing of an Agreement With The Corporation of the County of Bruce for the Purpose of Providing an Alternate Truck Route During the Replacement of the Durham Street Bridge in Walkerton.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an agreement with The Corporation of the County of Bruce with respect to providing an Alternate Truck Route during the replacement of the Durham Street bridge in Walkerton;

And Whereas the Durham Street Bridge provides a critical link between the east and west portions of Walkerton and also forms a critical part of the County transportation network;

And Whereas the Alternate Truck Route period will extend until the Bridge Weight Restriction is removed on the Durham Street Bridge;

And Whereas there is a desire to provide an Alternate Truck Route that would facilitate the continued movement of truck traffic during the bridge weight restriction period;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an agreement with The Corporation of the County of Bruce which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 That the Mayor and Clerk are hereby authorized to sign the agreement between the Corporation of the Municipality of Brockton and the Corporation of the County of Bruce.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Bruce County Alternate Truck Route Agreement By-Law".

Read, Enacted, Signed and Sealed this 6th day of February, 2024.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

ALTERNATE TRUCK ROUTE AGREEMENT

This Alternate Truck Route Agreement (the Agreement) made this _____ day of _____, 2024.

BETWEEN:

**The Corporation of the Municipality of Brockton
(the “Municipality”)
Of The First Part**

- and -

**The Corporation of the County of Bruce
(the “County”)
Of The Second Part**

(each, a “Party” and, collectively, the “Parties”)

WHEREAS the County and the Municipality desire to implement an Alternate Truck Route in the Municipality of Brockton;

AND Whereas the Durham Street Bridge (the Bridge) provides a critical link between the east and west portions of Walkerton and also forms a critical part of the County transportation network;

AND Whereas the Alternate Truck Route period will extend until the Bridge Weight Restriction is removed on the Durham Street Bridge;

AND Whereas there is a desire to provide an Alternate Truck Route that would facilitate the continued movement of truck traffic during the bridge weight restriction period;

AND Whereas the proposed Alternate Truck Route requires the use of Concession 8 from Bruce Road 3 to Bruce Road 19, under the jurisdiction of the Municipality;

AND Whereas the proposed Alternate Truck Route also requires the use of other lands under the jurisdiction of the Municipality;

AND Whereas there is a need to identify, document, describe, or assign responsibilities to the Parties in regard to the Alternate Truck Route;

Now therefore this Agreement witnesseth that in consideration of the mutual terms and covenants hereinafter made and contained, the Parties hereto covenant and agree as follows:

1. Definitions

Bridge means the structure spanning the Saugeen River on Bruce Road 4, known as the Durham Street Bridge, owned by the County of Bruce, in Walkerton, Municipality of Brockton;

Alternate Truck Route means the totality of the Travelled Portion as illustrated in Schedule 'A' attached to and forming part of this Agreement;

Maintenance means that work, duties, tasks, etc. that is specifically undertaken by County operational forces or delegated or contracted to a third party (Constructor) by the County with regard to the repair, upkeep, care etc. of the Alternate Truck Route excepting however that repair, upkeep, care etc. specifically delegated to a Party to this Agreement;

Standards means the Minimum Maintenance Standard (MMS) as set out in Ontario Regulation 239/02;

Travelled Portion means the area specifically set aside for vehicle use as illustrated in Schedule 'A' attached to and forming part of this Agreement.

2. Schedules

The following schedules are attached hereto and form a part of this Agreement:

Schedule 'A' Travelled Portion, Alternate Truck Route

3. Standards

The Parties hereby agree that the Travelled Portion of the Alternate Truck Route shall be managed/maintained as per *Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways*.

The Parties shall keep records as required by the *Ontario Regulation 239/02* and shall provide, at no cost, litigation or delay, those records documenting work performed to the other Party upon written request.

4. Maintenance Requirements

The County shall arrange for maintenance of the Alternate Truck Route by the County of Bruce, through ongoing coordination with the Municipality of Brockton.

The operations departments of each party shall make best efforts to communicate and coordinate maintenance activities to ensure minimum maintenance standards are met.

When required, the County shall supply all labour, equipment and material required to maintain the Alternate Truck Route including:

- removal of accumulated sand and other debris;
- signage;
- pavement surface i.e., remediation of potholes, surface undulations;
- shouldering surface i.e., remediation of potholes, surface undulations;
- drainage;

- lane markings; And
- winter operations.

Examples of coordinated maintenance activities are:

- coordinating of afternoon/evening snowplowing of the ATR during heavy snowfall events;
- coordinating centreline and edge of pavement line painting; And
- attending to debris calls, such as downed trees, roadkill, etc.

The County will utilize the MODIP road screening program to record the existing and final conditions of the section of Concession 8 being utilized for the ATR. Upon the completion of the ATR, the County will compare the results of the final conditions screening to the implementation screening. The County will be responsible for returning any noted deficiencies observed between implementation and the final screening to the same or better condition observed in the implementation screening.

The County shall require Maintenance to be performed as per the standards set by ACROW, or Ontario Traffic Manual Book 11, or MTOD Standard Drawings or *Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways* or accepted industry standards.

The County shall require to carry out inspections of the Road once per week (Sunday to Saturday) with no more than seven (7) days between inspections for the period of the Agreement.

The County shall be required to record all inspections completed of the Road.

The County shall be required to provide the record of inspections to the Municipality of Brockton on a monthly basis.

The County shall be required to provide appropriate insurance, including adding the Municipality as an additional insured to the appropriate insurance policies, during the period of the contract.

The County shall be required to indemnify the Municipality, in any contract that includes Maintenance of the County.

5. Travelled Portion - Responsibilities

The County shall remove snow and manage ice on the Travelled Portion as illustrated in Schedules 'A' as per the Standard while the portion of Concession 8 is utilized as the Alternate Truck Route per this Agreement.

6. Payment for Damages

The County shall compensate the Municipality upon demand for all damages to the lands and/or structures arising out of the County's performance of its responsibilities.

7. Additional Responsibilities

Responsibilities beyond that identified in Sections 4, 5, and 6 shall be considered as Additional Responsibilities.

Additional Responsibilities shall be authorized by the Parties as per Section 8 Modification(s) to the Agreement.

8. Modification(s) to Agreement

The Parties agree that modification(s) to this Agreement, where mutually agreed upon in writing by each Party, shall be permitted without a by-law or other formal approval mechanism, where the intent of the modification(s) is to address, improve, or correct operational or maintenance issues.

9. Insurance and Indemnification

For the duration of this Agreement, both parties shall maintain in force Comprehensive General Liability Insurance in an amount of no less than \$5,000,000 per occurrence, including Products and Completed Operations and Broad Form Property Damage coverage. Each party shall provide to the other party a Certificate of Insurance evidencing coverage is in force and adding the other party and its directors, officers, councillors, employees, representatives and volunteers as additional insureds with a Cross Liability Clause providing joint and several coverage to all insured parties. Each Certificate shall contain a provision to provide no less than thirty (30) days written notice to the certificateholder in the event of cancellation or material change in coverage.

Each party to this Agreement agrees to Indemnify and Hold Harmless the other party and its directors, officers, councillors, employees, representatives and volunteers from all liability, all manner of actions, causes of action, suits, claims, demands, expenses and costs whatsoever arising from any negligent actions or omissions, either committed or alleged, in the performance of its responsibilities and duties under this Agreement.

10. Notification of Incidents and Claims

Each Party shall immediately provide notice to the other Party of all incidents, or circumstances, that may result in a lawsuit or insurance claim arising from the responsibilities as set out in this Agreement.

11. Notices

Any notice given by the Municipality to the County under this Agreement shall be served personally or by sending same by e-mail to:

County of Bruce
Attention: Director, Transportation & Environmental Services
30 Park Street, Box 398
Walkerton, ON.N0G 2V0

E-mail: astanley@brucecounty.on.ca

or such other address as the County may from time to time designate by written notice to the Municipality.

Any notice given by the County to the Municipality under this Agreement shall be served personally or by sending same by email to:

Municipality of Brockton
Attention: Clerk
100 Scott Street, Box 68
Walkerton, ON. N0G 2V0

E-mail: fhamilton@brockton.ca

or such other address as the Municipality may from time to time designate by written notice to the County.

12. Dispute Resolution

The Parties will attempt to resolve any dispute arising out of this Agreement promptly through discussions at the operational level. In event that a resolution is not achieved, the disputing Parties shall provide the other Party with written notice of the same and the Parties shall attempt to resolve such dispute between senior officers who have the authority to settle such dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve such dispute within sixty (60) calendar days of the non-disputing Party's receipt of written notice, either Party may initiate legal proceedings.

Except where clearly prevented due to the nature of the dispute, the Parties agree to continue performing their respective obligations under this Agreement while a dispute is subject to the terms of this section.

13. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything in this Agreement shall continue in full force and effect.

14. Assignment

This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party.

15. Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

16. Entire Agreement

This Agreement and the attached Schedule(s) form the entirety of the Agreement between the Parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Per: _____

Name: Chris Peabody

Title: Mayor

Per: _____

Name: Fiona Hamilton

Title: Clerk

We have the authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF BRUCE

Per: _____

Name: Chris Peabody

Title: Warden

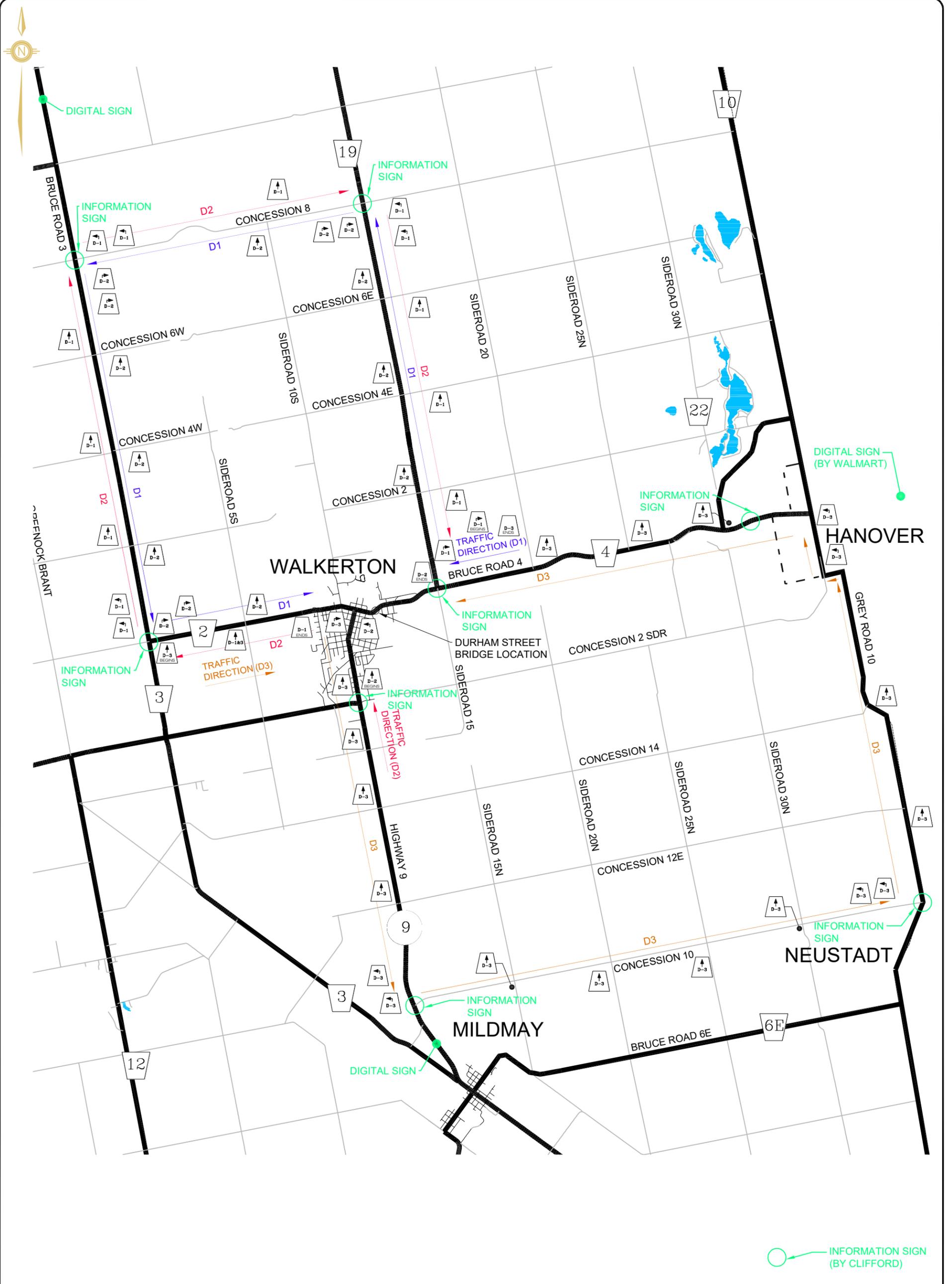
Per: _____

Name: Linda White

Title: Clerk

We have authority to bind the Corporation

SCHEDULE 'A



○ INFORMATION SIGN (BY CLIFFORD)

 <p>45.0°N 81.3°W BRUCE county</p>	DURHAM STREET BRIDGE ALTERNATE TRUCK ROUTE (ATR)		DESIGN
			DRAWN
			APPROVED
			DATE
			SCALE
			FILE No.
			FIG. No.