

THIS AGREEMENT IS MADE THIS 11<sup>TH</sup> DAY OF SEPTEMBER, 2024

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

(the "Township")

-and-

**ALCORP LTD. o/a THE BAYFIELD BOAT CLUB**

(the "Club")

**WHEREAS** the Township is the owner of a road that begins at approximately 260 ON – 529A (Bayfield Lodge) and continues east for approximately 900 metres, which the road is about 7 metres in width for its entire length, terminating at the Bayfield Boat Club, as shown on the aerial photograph attached as schedule "A".

**AND WHEREAS** the Township and the Club have agreed that the Club will plough this portion of the road from October 1, 2024, to April 30, 2025 (the "term").

**NOW THEREFORE** the Township and the Club agree as follows:

1. The Club will undertake to plough the road during the term, in accordance with the terms and conditions of this Agreement.
2. The Club shall maintain the road in a condition that is safe and is reasonably consistent with the volume and type of traffic using the road and in conformity with the standards set out in the Township's By-law No. 15-44, which is attached as **schedule "B"**, Level of Service Policy.

3. More specifically, the following standards must be met by the Club during the term:

**a. Operations**

The roadway to be plowed is Road Classification (Class of Highway) 6, and has a maximum speed limit of 30 km/h. The following standards must be met by the Club throughout the winter season:

- i. **Weather Monitoring** from October 1, 2024 to April 30, 2025, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the Township.
- ii. **The Club must deploy snow clearing resources** to address the snow accumulation, as soon as practicable, after becoming aware of the fact that the snow accumulation on the road is greater than the depth set out in schedule "B".
- iii. **After the snow accumulation has ended**, the Club must address the snow accumulation to reduce the snow to a depth less than or equal to the depth set out in Table 2A within the time set out in schedule "B",
  - (1) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or,
  - (2) on a Class 5 or 6 highway with two lanes, to provide a total width of at least five metres.

Snow Accumulation shown below contains the minimum maintenance standards specified in O. Reg 239/02 under the *Municipal Act*.

The depth of snow accumulation on a roadway may be determined by, (i) performing an actual measurement; (ii) monitoring the weather; or (iii) performing a visual estimate.

**Snow Accumulation:**

Class of Highway	Depth	Time for Removal
5 and 6	10 cm	24 hours

4. The Club covenants and agrees to indemnify the Township from all claims, costs, and causes of action of any kind whatsoever arising out of the maintenance of the road, or in consequence of this Agreement.

5. Prior to the execution of this Agreement, the Club shall deposit with the Township a certified copy of a policy of insurance, with an insurance company and in a form which is satisfactory to the Township, insuring for the joint benefit of the Club and the Township against any liability that may arise out of the maintenance or use of the road or that may accrue to the Township in consequence of this Agreement. The policy shall:

- i. be kept in force so long as this Agreement is in effect,
- ii. provide coverage of at least five million (\$5,000,000.00) dollars, or such other amount as the Township, in its discretion may require from time to time,
- iii. name the Township as an insured party,
- iv. contain a cross liability clause,
- v. contain an endorsement which requires the insurer to notify the Township at least fifteen (15) days before the cancellation of the policy for any reason.

6. The issuance of the insurance policy required by this Agreement shall not be construed to relieve the Club in any way from its responsibility for any claims for which it is liable or against which it has indemnified the Township that may exceed the amount of the insurance coverage.

7. The Club will keep a log of all ploughing events, and present this log to the Township at the end of every term.
8. The Club will exercise reasonable care in the performance of this Agreement. It will not create any obstruction or excavation in the road which would cause a hazard to any person passing along it.
9. The Club will undertake the performance of this Agreement with due regard for the natural environment. It will comply with all municipal, provincial and federal regulations relating to the natural environment, including the reporting of any spills, contamination and other environmental damage. The Club will be liable for damages or costs that may arise as a result of the breach of this provision, and it agrees to indemnify the Township and save it harmless from any such claims.
10. The Township may at any time withdraw the permission to maintain the road if the Club is in breach of any of the terms of this Agreement, or if the Township, in its sole discretion, deems that it is in the best interests of the public to do so.
11. The Club will be paid three thousand (\$3,000.00) dollars, plus applicable taxes, for the performance of this Agreement, for the entire term, regardless of the number of ploughing events.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement and affixed their seals by the hands of their proper officers.

Dated at Richmond Hill, this 11<sup>th</sup> day of September, 2024.

**ALCORP LTD. o/a THE BAYFIELD BOAT CLUB**

*Nicole Hooper*  
Witness

Print Name: NICOLE HOOPER

Per:

*[Signature]*  
Name: Mitch Stevenson  
Title: President

*Nicole Hooper*  
Witness

Print Name: NICOLE HOOPER

Per:

*Mary Stevenson*  
Name: Mary Stevenson  
Title: Secretary

*We have the authority to bind the Corporation.*

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

\_\_\_\_\_  
Witness

Print Name:

Per:

\_\_\_\_\_  
Name: Bert Liverance  
Title: Reeve

\_\_\_\_\_  
Witness

Print Name:

\_\_\_\_\_  
Name: Maryann Martin  
Title: Municipal Clerk

# SCHEDULE "A"



The Corporation of the  
**TOWNSHIP OF THE ARCHIPELAGO**

BY-LAW NO. 15-44

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**Being a By-law to establish a Level of Service Policy  
for the maintenance of the Township's roads**

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**WHEREAS** Section 27 of the *Municipal Act*, 2001 S.O. 2001, c. 25, as amended, (the "**Municipal Act**"), provides that a municipality may pass by-laws in respect of highways under its jurisdiction;

**AND WHEREAS** The Corporation of the Township of The Archipelago wishes to preserve its water-based character, protect its natural environment and limit the expansion of its services with respect to the highways under its jurisdiction (the "**Township's roads**");

**AND WHEREAS** The Corporation of the Township of The Archipelago deems it expedient to adopt a Level of Service Policy with respect to the maintenance of the Township's roads;

**NOW THEREFORE BE IT ENACTED** as a By-law of the Council of The Corporation of the Township of The Archipelago (the "**Township**") as follows:

1. The Manager of Public Works and Facilities is responsible for ensuring that the Township's roads are maintained in accordance with the Township's "Level of Service Policy", attached as Schedule 'A' to this By-law.
2. The Manager of Public Works and Facilities is responsible for ensuring that all department employees are aware of the Township's "Level of Service Policy" assigned to Township roads on their patrols.
3. That By-law No. 08-26 is hereby repealed.

**READ AND FINALLY PASSED IN OPEN COUNCIL** this 20<sup>th</sup> day of November, 2015.

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

  
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REEVE

  
\_\_\_\_\_  
STEPHEN P. KAEGI, CAO/CLERK

