

TOWNSHIP OF ADMASTON/BROMLEY

Operations Committee

AGENDA

Wednesday, January 12th, 2022 at 1:00 p.m. via Zoom

1. Call meeting to order.
2. Declaration of Pecuniary Interest
3. Approval of Agenda
4. Adoption of Minutes – [December 8th, 2021](#)
5. [Pest Control](#)
6. [Boundary Roads Agreement – Horton](#)
7. Greenwood Paving – [Extension of RFP](#)
8. Next Meeting
9. Adjournment

TOWNSHIP OF ADMASTON/BROMLEY

Operations Committee

Date: Wednesday, December 8th, 2021

Present: Committee members present were Robert Dick, Michael Donohue, Mike Quilty, Bob Hall (arrived at 1:21 pm.) Kevin Legris sent regrets. Staff members present were: CAO/Clerk Jennifer Charkavi, Acting Public Works Superintendent Steve Visinski, Lead Hand Michael McHale and Acting Treasurer/Deputy Clerk Mitchell Ferguson was called in to answer questions concerning the capital update.

Public: None.

1. Robert Dick called the meeting to order at 1:05 p.m.
2. Disclosure of Pecuniary Interest
None at this time
3. Approval of Agenda – 2021-12-01

Moved by: Mike Quilty **Seconded by:** Michael Donohue

BE IT RESOLVED that the Operations Committee approve the agenda as presented this date.

“Carried”

4. Adoption of Minutes – November 17th, 2021 – 2021-12-02

Moved by: Michael Donohue **Seconded by:** Mike Quilty

BE IT RESOLVED that the Operations Committee accept the minutes of the meeting held on November 17th, 2021 as presented this date, as amended.

“Carried”

5. Relocation of Material at Landfill Tenders. – 2021-12-03

Moved by: Michael Donohue **Seconded by:** Mike Quilty

Committee discussed the report and supplemental information provided, and the following resolution was passed:

WHEREAS staff reviewed Tender bids opened on December 6, 2021, in order to bring forward a recommendation at the December 8th, 2021, Operations Committee for consideration;

NOW THEREFORE BE IT RESOLVED that Operations Committee recommend to Council the tendered price of \$28,741.96 (excluding HST) for the Proposal No. PW2021-05 – Request for Proposal for the Relocation of Overburden Material at the Osceola Landfill submitted by H & H Construction.

“Carried”

6. Job Posting – Machine Operator – 2021-12-04

Committee discussed the report provided, and the following resolution was passed:

Moved by: Michael Donohue

Seconded by: Mike Quilty

BE IT RESOLVED THAT Committee recommends that Council approve the job posting for a contract public works employee for an initial 6 month period.

“Carried”

7. Calcium for Gravel Roads - Information

The Operations Committee reviewed the budget for dust control and how the utilization of calcium improves the condition of the road. The information will be factored in during budget deliberations.

8. Capital update – 2021-12-05

Committee discussed the capital budget; Acting Treasurer/Deputy Clerk Mitchell Ferguson joined the meeting at this time to provide further information and updates.

Moved by: Mike Quilty

Seconded by: Bob Hall

BE IT RESOLVED that Committee accept the Capital Works update as information.

“Carried”

9. Action Tracking – 2021-12-06

Moved by: Mike Quilty

Seconded by: Bob Hall

BE IT RESOLVED that Operations Committee accept the Action Tracking Report as presented this date as information.

“Carried”

Next Meeting

The next meeting is at the call of the chair.

16. Adjournment – 2021-12-07

Moved by: Mike Quilty

Seconded by: Bob Hall

BE IT RESOLVED that the Wednesday, December 8th, 2021 Township of
Admaston/Bromley Operations Committee meeting be adjourned at 2:20 p.m.

“Carried”

Chair

Clerk

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

E-Mail Address – info@admastonbromley.com

**613-432-2885 Stone Road Office
613-432-4052 Fax**

**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: January 12, 2022
To: Operations Committee
From: Jennifer Charkavi
Re: Pest Control Services – County of Renfrew

Background:

At a recent meeting of Council pest control was discussed and direction was provided to staff to investigate costs associated with pest control provided by the County of Renfrew.

Discussion:

There are concerns of noxious weeds growing in areas in the Township.

The County of Renfrew contracted Wagar & Corput Weed Control Inc. for the 2021 season. The contractor used Clearview Herbicide Reg. #29752. The active ingredients in this product are Metsulfuron-Methyl and Aminopyralid, present as potassium salt along with Gateway Adjuvant Reg. #31470, active ingredients Paraffinic Oil and Alkoxylated alcohol non-ionic surfactant, under the Pest Control Products Act (Canada).

Noxious weeds do cause harmful side effects should they come into contact with a person. The Township would seek to have them sprayed for the purposes of public works being done in the areas of concern, allowing for safer access to complete necessary work, such as clearing intersections of brush and tall grass.

The spraying is normally completed in June/July.

Notices would be placed in the local newspapers, social media and on the website, as per the alternative notifications.

Financial Implications:

The County of Renfrew has supplied the costs from 2021. The cost for 200km in 2021 was \$10,980.00 plus HST, this does not include the costs associated with the required advertising. Should more than 200km be required to be sprayed, the costs associated with pest control would be higher.

People Consulted:

Acting Roads Superintendent
Acting Treasurer/Deputy Clerk

Recommendation for Council:

BE IT RESOLVED that the Operations Committee recommends to Council to include the Pest Control Services by the County of Renfrew be included in the 2022 budget;
and

BE IT FURTHER RESOLVED that the Operations Committee recommends to Council to contract the County of Renfrew for Pest Control Services for 2022.

Part A – Roadside Weed Spraying – Public Works & Engineering					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Amount
1	Supply and Application of Herbicide – Truck Front Mounted Nozzle Sprayer. Applicaton Method including labour and equipment	km	200	18.50	3700.00
2	Backpack Spraying	hours	4	160.00	640.00
3	Hose and Hand Gun	hours	4	160.00	640.00
4	Supply and Install roadside/pathway Signage as required by Pesticides Act and Regulation 63/09	km	200	30.00	6000.00
Part A- Public Works & Engineering Subtotal					\$ 10980.00

Part C - Alternative Signage					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Amount
9	Alternative Signage – Public Works & Engineering	km	200	1.10	220.00
10	Alternative Signage – Development & Property	km	2	1.10	2.20
Part C – Alternative Signage Subtotal					\$ 222.20

Township of Admaston/Bromley

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REPORT

Date: January 12th, 2022
To: Operations Committee
From: Jennifer E. Charkavi
Re: Boundary Roads Agreement

Background:

In 2021 the Townships of Horton and Admaston/Bromley met to discuss the development of Golf Course Road. Golf Course Road was originally planned to be returned to a gravel road, however due to the development of a proposed pit by Cavanaugh Construction in Horton Township, at the end of Golf Course Road, the road now needs to be a complete road structure with asphalt hardtop as per the Geometric Design for Undivided Urban Roads in Ontario.

The two townships share more boundary roads thus the Township of Horton has suggested that the two municipalities create a Boundary Roads Agreement. The townships share Blackburn Road, McBride Road, and Golf Course Road.

The Township of Horton has provided agreements for the roads mentioned above.

Discussion:

The Township of Horton has suggested that both municipalities commit an upset limit of \$63,313.90 to the reconstruction of Golf Course Road.

Cavanaugh Construction requires the road improvements to access their proposed pit. The road reconstruction is estimated to cost approximately \$288,033.61. Cavanaugh has agreed to provide the labour, equipment and any further aggregate or resources required to ensure the road meets the necessary standards.

The proposed pit, once operational will generate TOARC funds, it is estimated that this will not happen for at least 5 years.

Horton Township will be responsible for all tendering documents and payment of invoices associated with Golf Course Road, including design, administration, supervision and management of work.

Cavanaugh Construction admitted that the costs may go over the \$288,033.61 and understand that no further payments will be coming from the Township of Admaston/Bromley.

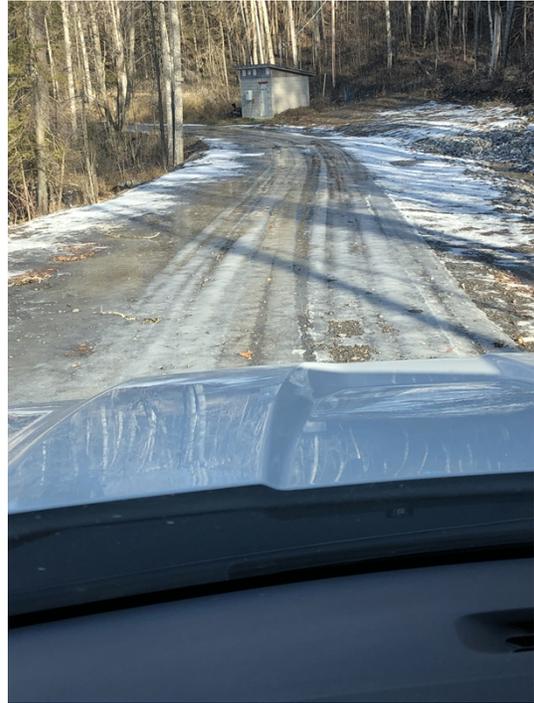
The Township of Horton has also prepared a Road Agreement for all roads shared by both municipalities. These include McBride Road, Blackburn Road and Golf Course Road. In this Boundary Road Agreement the TOARC funds are addressed and Horton has noted that should there be any receipt of TOARC payments from the proposed pit, the agreement will be re-negotiated.

The Acting Roads Superintendent has stated that they are currently maintaining a 700 meter portion of Blackburn Road while Horton maintains 25 meters, for McBride Road Horton maintains 2000 meters. He further stated that the Roads department would like to continue to maintain the status quo for Golf Course Road, turning around at the entrance to the Renfrew Golf Club. This would then create a section of road on Golf Course Road that would have to be maintained by either the Township of Horton or an agreement with a third party such as Cavanaugh Construction to maintain a portion or the whole of Golf Course Road. The main issue with Golf Course Road is the inability at this time to perform a safe turn around by a plow if the road needs to be snow cleared any further than it is. As well, the proposed pit must have a gate, this will further impede the ability to safely turn around and maintain the road.

However, in order to simplify matters, Admaston/Bromley staff are suggesting a Boundary Road agreement similar to what Horton has suggested, however each road, McBride, Blackburn and Golf Course would be appendixes. With this format, should Golf Course Road need to be amended, just the appendix would need to be dealt with.

The draft agreements, Construction of Golf Course Road and Boundary Road Agreement, from the Township of Horton are attached to this report.

Pictures of Golf Course Road below:



Financial Implications:

The financial implication is \$63,313.90 for the rehabilitation of Golf Course Road.

People Consulted:

Acting Treasurer/Deputy Clerk
Acting Roads Superintendent

Recommendation for Council:

BE IT RESOLVED THAT the Operations Committee directs staff to draft a Boundary Roads Agreement for Blackburn Road, McBride Road and Golf Course Road with Horton Township and return to Council for review and approval; and

BE IT FURTHER RESOLVED that the Operations Committee recommends to Council to enter into an agreement with the Township of Horton to pay \$63,313.90 to reconstruct Golf Course Road.

THE TOWNSHIP OF HORTON

BY-LAW 2022-

Being a By-Law authorizing the Township of Horton to enter into a Boundary Road Agreement with the Township of Admaston/Bromley

WHEREAS the said Municipalities are adjoining Municipalities and are desirous of entering into an Agreement under the provisions of the Municipal Act, 2001, S.O. 2001, c 25, S20(1) dealing with maintenance and repair of the boundary road between the Municipalities;

AND WHEREAS the Council deems it expedient to enter into such an agreement for the repair and maintenance of the boundary road with the Township of Admaston/Bromley.

NOW THEREFORE the Council of the Corporation of the Township of Horton hereby ENACTS AS FOLLOWS:

1. **THAT** The Corporation of the Township of Horton enters into a Boundary Road Agreement with the Township of Admaston Bromley, of which the agreement is attached and marked as Schedule "A" to this By-law.
2. **THAT** the Mayor and CAO/Clerk be authorized to execute the said Boundary Road Agreement together with all documents relating thereto, and further, to make such other motions as may be necessary to complete this matter.
3. **THAT** the CAO/Clerk is hereby authorized to make such administrative amendments as necessary to carry out this by-law.
4. **THAT** this By-Law shall come into force and take effect immediately upon the passage thereof.

READ a first and second time this ____ day of _____, 2022

READ a third time and finally passed this ____ day of _____, 2022

Mayor

CAO/Clerk

Schedule "A"
By-Law 2022-
Boundary Road Agreement

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Admaston/Bromley
hereinafter called "Admaston/Bromley" of the second part

WHEREAS Horton and Admaston/Bromley are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
2. It is understood by both parties that the maintaining Municipality shall be responsible for repairs and maintenance of the entire width of the boundary road allowance. The Municipalities agree that the value of the respective routine maintenance and repair for the road as identified in Appendix A and B will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.

4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Admaston/Bromley and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Each municipality is responsible for 50% of the cost for Capital as identified in the chart in Appendix A and B of this agreement. It shall be Admaston/Bromley's responsibility to maintain and keep in good repair, those portions of the highway forming the boundary line between the Township of Admaston/Bromley and the Township of Horton identified in Appendix B.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
 - b) Each municipality is responsible for 50% of the cost for Capital as identified in the chart in Appendix A and B of this agreement.
6. Prior to any planned Capital Improvements, on the Boundary Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement, if one Municipality does not agree to proceed with a project, the project will not proceed.
7. Capital includes additional granular, preventative road deterioration treatments, complete road reconstruction and replacement of all necessary infrastructure.
8. Each Municipality shall aspire to plan Capital works, in line with their respective Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
9. The Parties hereto agree that should emergency works, or action be required due to a compromise of the highways and bridges set out in Appendix A and B by others, the party hereto first notified of the compromise of the highway or bridge by emergency services (police, fire, etc.) shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
10. If the construction is a result of development and population growth, the developing Municipality may undertake, cause, or permit to be undertaken such construction on the following terms:
 - a) The developing Municipality shall give the other Municipality at least eight (8) weeks written notice prior to the commencement of such construction.
 - b) The other Municipality shall bear none of the costs relating directly to such construction.
11. Should any of the highways or bridges included in Appendix A and B be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the

obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.

12. That upon receipt of any TOARC payments from production at the proposed aggregate pit on Golf Course Road this agreement shall immediately be renegotiated to resolve how TOARC funding shall be distributed to each Municipality from said aggregate pit and only from said pit.
13. Horton shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Schedule A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Admaston/Bromley as an additional insured and Horton shall provide a certificate of such insurance coverage to Admaston/Bromley throughout the term of this agreement and any renewal thereof and further provide Admaston/Bromley within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
14. Admaston/Bromley shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Schedule B hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional insured and Admaston/Bromley shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
15. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
16. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
17. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
18. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
19. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

DRAFT

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals
duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF ADMASTON/BROMLEY

PER:

Michael Donohue, Mayor

Jennifer Charkavi, CAO/Clerk



Appendix A

Township of Horton's Roads

All maps, measurements and coordinates provided were sourced from the County of Renfrew's Geocortex Viewer and for the purposes of this agreement both parties agree to accept the data as accurate without dispute or legal recourse

OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO
See Map # 1 Blackburn Road and Allowance (West)				
Opened	Maintained	Blackburn Road	Pucker Street Lat: 45.44738 N Long: 76.67957 W	Blackburn Road Dead End (West) Lat: 45.44785 N Long: 76.68012 W
Unopened	Not Maintained	Blackburn Road Allowance between Admaston Bromley and Horton	Blackburn Road Dead End (West) Lat: 45.44785 N Long: 76.68012 W	Town of Renfrew Boundary Lat: 45.45139 N Long: 76.68442 W
See Map # 2 McBride Road				
Opened	Maintained	McBride Road	The Bonnechere River High Water Mark Lat: 45.47422 N Long: 76.71271 W	Highway 60 Lat: 45.48796 N Long: 76.72946 W
See Map #2B McBride Road Allowance				
Unopened	Not Maintained	McBride Road Allowance Between Admaston/Bromley and Horton	McBride Road Lat: 45.48772 N Long: 76.72977 W	Highway 60 Lat: 45.48869 N Long: 76.73099 W
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#				

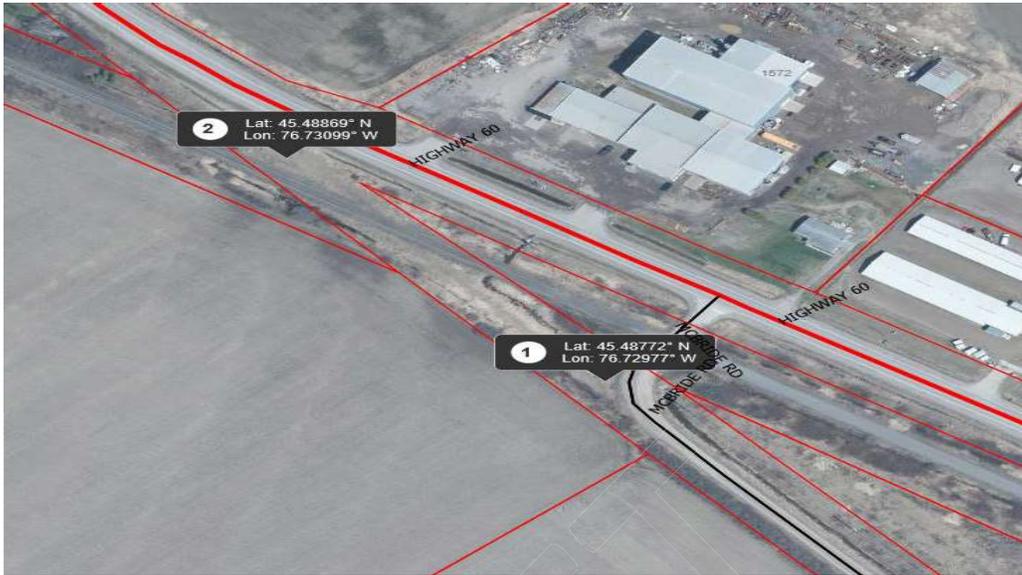
Map # 1 Blackburn Road and Allowance (West)



Map # 2 McBride Road



Map # 2B McBride Road Allowance



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Appendix B

Township of Admaston/Bromley's Roads

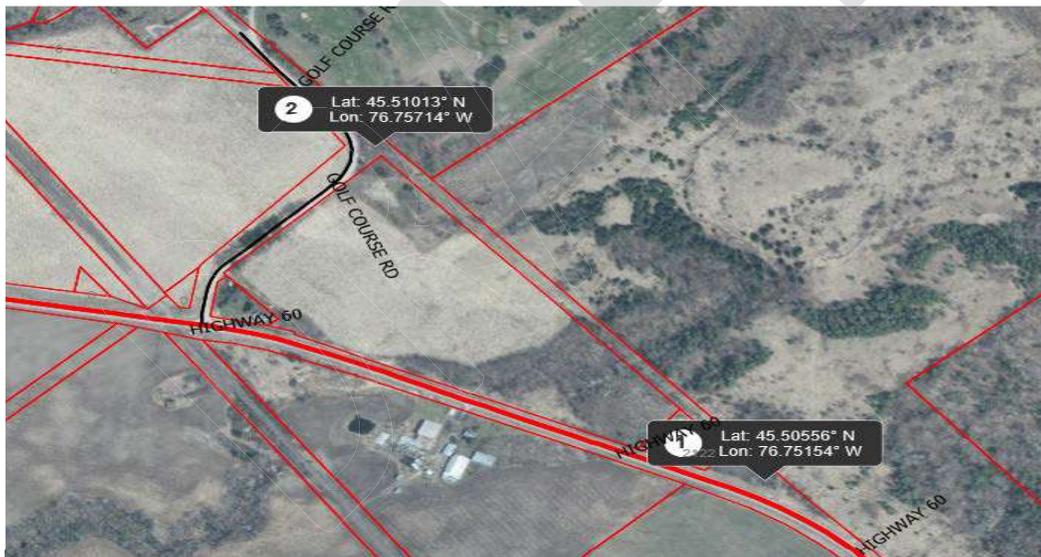
All maps, measurements and coordinates provided were sourced from the County of Renfrew's Geocortex Viewer and for the purposes of this agreement both parties agree to accept the data as accurate without dispute or legal recourse

OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO
See Map #3 Blackburn Road and Allowance				
Unopened	Not Maintained	Black Burn Road Allowance Between Admaston/Bromley and Horton	Admaston/Bromley Municipal Boundary Lat: 45.43607 N Long: 76.66297 W	Blackburn Road Lat: 45.44278 N Long: 76.67329 W
Opened	Maintained	Blackburn Road	Blackburn Road Lat: 45.44278 N Long: 76.67329 W	Pucker Street Lat: 45.44728 N Long: 76.67936 W
See Map #4 Golf Course Road Allowance A				
Unopened	Not Maintained	Golf Course Road Allowance between Admaston Bromley and Horton	Highway 60 Lat: 45.50556 N Long: 76.75154 W	Golf Course Road Lat: 45.51013 N Long: 76.75714 W
See Map #4B Golf Course Road Allowance B				
Unopened	Not Maintained	Golf Course Road Allowance Between Admaston Bromley and Horton	Golf Course Road Lat: 45.51359 N Long: 76.76146 W	Admaston/Bromley Municipal Boundary Lat: 45.52810 N Long: 76.77970 W
See Map # 4C Golf Course Road				
Opened	Maintained	Golf Course Road	Highway 60 Lat: 45.50782 N Long: 76.75964 W	Golf Course Road Lat: 45.51284 N Long: 76.76041 W
Map's Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#				

Map # 3 Blackburn Road and Allowance



Map #4 Golf Course Road Allowance A



Map # 4B Golf Course Road Allowance B



Map # 4C Golf Course Road



THIS AGREEMENT made this XX day of XXXXXX, 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

(Hereinafter called the “Admaston/Bromley”)

-and-

THE CORPORATION OF THE TOWNSHIP OF HORTON

(Hereinafter called the “Horton”)

WHEREAS Admaston/Bromley is the Municipality with control of and jurisdiction over Golf Course Road;

AND WHEREAS Admaston/Bromley originally planned to return Golf Course Road to a gravel roadway, as per the Township’s 2013 Asset Management Plan, now requires an complete road structure with asphalt hardtop as per the Geometric Design Standard for Undivided Urban Roads in Ontario (the “Work”);

AND WHEREAS Admaston/Bromley and Horton deem it mutually beneficial to the parties hereto that the Work considered a single undertaking under the control of Admaston/Bromley;

AND WHEREAS Admaston/Bromley and Horton agree and acknowledge that the Work will be tendered by Horton and that Horton shall be responsible for the payment of all costs associated with the Work and shall be responsible for the design, administration, supervision and management of the Work;

AND WHEREAS Admaston/Bromley has the sum of **SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (\$63,313.90)** identified for the Work, and only **SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (\$63,313.90)** available to fund the Work;

AND WHEREAS Admaston/Bromley will pay to Horton, on a one-time basis, the sum, and only the sum of **SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (\$63,313.90)** in order that Horton complete the Work and Horton is prepared to complete the Work for the sum of **SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (\$63,313.90)**:

NOW THEREFORE in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Admaston/Bromley shall pay to Horton the sum of, and no more than the sum of **SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (\$63,313.90)** in consideration of Admaston/Bromley completing the Work.
2. The payment by Admaston/Bromley to Horton of the sum of **SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (\$63,313.90)** on account of the Work does not obligate Admaston/Bromley to make any further payments to Horton on account of the Work and, in fact, by way of this Agreement, Horton and the Admaston/Bromley agree that no further payment by

Admaston/Bromley will be requested by Horton or paid by Admaston/Bromley in respect of the Work.

3. Horton shall be responsible for the tendering, design, administration, supervision and management of the Work.

4. Horton shall provide to Admaston/Bromley Drawings detailing the Work to be carried out by Horton. Horton shall carry out the Work in accordance with Drawings and to the satisfaction of Admaston/Bromley.

5. SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (\$63,313.90) to be paid by Admaston/Bromley to Horton shall be used by Horton only to pay costs associated with the Work.

6. Horton shall keep and maintain records, invoices and other documents evidencing the use to which the SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (\$63,313.90) is put by Admaston/Bromley.

7. Admaston/Bromley and Horton agree and acknowledge that Admaston/Bromley, by entering into this Agreement, and providing the funding described herein, is not, and is not intended to be an agent, joint venturer or partner of Horton in respect of the Work. No representations shall be made or acts taken by Admaston/Bromley which would tend to establish or imply any apparent relationship of joint venture, partnership or agency with Horton and Admaston/Bromley shall not

be bound in any manner whatsoever by any Agreements, warranties or representations made by or entered into by Horton to or with any other person or corporation nor with respect to any other action of Horton.

8. Admaston/Bromley, its officers, employees and agents shall not be liable for any direct, incidental, indirect, special or consequential damages, injury or any loss of revenue by Horton arising out of or in any way related to this Agreement, the Work.

9. Horton shall indemnify Admaston/Bromley, its advisors, agents, appointees and employees, from and against all liability arising, and costs incurred, including legal costs, as a result of a claim or proceeding related to the Work, or this Agreement.

10. This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with laws of the Province of Ontario.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED, SEALED AND DELIVERED by the Corporation of the Township Admaston/Bromley

Per:

Per:

SIGNED, SEALED AND DELIVERED by The Corporation of the Township of Horton.

Per: _____

Per: _____

DRAFT

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

E-Mail Address – info@admastonbromley.com

**613-432-2885 Stone Road Office
613-432-4052 Fax**

**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: January 12 2022
To: Operations Committee
From: Steve Visinski
Re: Campbell Line

Background:

As committee will recall the Township completed capital projects in the 2021 season. Campbell Line was one project that was not finished with a hard top surface due to the timing and the results of the dig outs. It was suggested that the road not be completed with the hard top surface until we could see how the road stands up in the spring season.

Greenwood paving had been awarded the contract to apply a double surface treatment in the 2021 season and now they are seeking an extension to complete this job in 2022. Greenwood Paving is willing to hold the 2021 pricing for surface treatment into the 2022 year.

Discussion:

Campbell Line was part of the Surface Treatment RFP that was awarded to Greenwood Paving. The Township decided to forgo completing the road in 2021. \$181,600 was budgeted in 2021 for the construction of Campbell Line, however only \$91,325 was spent, leaving an amount of \$90,275 to complete the road in 2022.

Financial Implications:

This project falls under the 2021 capital works program. The Township allocated the use of OCIF Funds in the amount of \$101,470. The remainder of the project, \$70,130, was to come from reserves.

People Consulted:

CAO/Clerk
Acting Treasurer/Deputy Clerk

Recommendation for Council:

BE IT RESOLVED THAT the Operations Committee recommends to Council to extend the contract with Greenwood Paving for the completion of Campbell Line into 2022, as awarded in RFP PW 2021-03.