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- a. The amendments are minor in nature, including but not limited to the addition or deletion of roads;
 - b. The amendments do not significantly increase the costs to the City (where a significant increase is an increase which would be outside of the applicable budgets);
 - c. The amendments do no materially increase the risk or liability of the City;
 - d. The amending agreement is satisfactory in form to the City Solicitor, or designate.

4.0 Purpose and Overview

The purpose of this report is to seek City Council's approval of the Maintenance Agreement, for both municipalities to plan winter operations.

5.0 Background

Council received Report No. PW2016-077 "Boundary Expansion Update" at its meeting of November 22, 2016. That report indicated that certain services could not be provided by the City in the annexed areas due to the short transition timeframe.

Council received Report No. PW2016-084, "Boundary Expansion – Transition Services Agreements" at its Meeting of December 20, 2016. Council approved the Municipal Services Agreement that outlined road related services on the 96.1 lane Kilometers the County would continue to provide until December 31, 2020. These services included the following:

1. Patrol and maintenance of roadways;
2. Maintenance of municipal signage and lighting fixtures;
3. Inspection and maintenance of bridges, culverts, and municipally-owned drainage systems;
4. Response to roadway emergencies;
5. Animal control services, including the collection of dead animals from roadways;
6. Maintenance of parks and roadside vegetation; and
7. Curbside pickup of solid waste, recycling, leaves, and Christmas trees.

The County sent notice, in accordance with the Municipal Services Agreement, to terminate the agreement on October 31, 2020. The notice was expected following discussions amongst City and County Staff in order to allow both municipalities to plan winter operations, set designated routes and order materials before the winter season begins. It was anticipated that a new

boundary road agreement would be negotiated prior to the termination date, but the process was delayed as a result of COVID-19. However, such negotiations were completed in mid-November, and execution of the agreement will ensure that maintenance of boundary and connecting roads will be maintained

6.0 Corporate Policy Context

City of Brantford Council Priorities, 2021 – 2022

#3 Growth is successfully accommodated in expansion lands.

7.0 Input From Other Sources

Input has been provided by Legal Counsel and the Engineering Services as well as the County of Brant.

8.0 Analysis

The roles and responsibilities set out in the Maintenance Agreement have been developed jointly by City and County staff.

The Maintenance Agreement and corresponding aerial maps are attached as Appendix “A” to this report. Key aspects of the Maintenance Agreement are outlined below:

- The Maintenance Agreement outlines ten connecting roads between the City and County that do not end at an intersection, attached as Appendix “A”. The roads have been evenly split between the City and County and both parties are responsible for the routine maintenance of the assigned roads. Routine maintenance includes:
 - Road and shoulder maintenance and repair
 - Street sweeping
 - Storm water system maintenance
 - Maintenance of signage
 - Winter snow and ice control
 - Road patrol and inspection
 - Emergency response

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- The Maintenance Agreement will be in place for ten years and can be extended by written agreement of the parties. Discussion will take place yearly between the City and County to address any changes to infrastructure or development along these connecting roads so adjustments can be made.
 - Should capital improvements be required on a boundary road, the improving party is required to provide one year written notice, and the parties shall agree in writing upon a cost-sharing agreement for that project prior to the implementation of any project, except in the case of a Development.
 - Should capital improvement be required on a connecting road, the improving party must provide one year written notice if the improvement will increase the other party's maintenance obligations or costs (such as adding traffic lights or street lights).
 - In the case of maintenance which has been delegated to adjacent property owners by municipal bylaw, such as sidewalk clearing, littering, dumping, grass cutting, and other matters of property standards, the maintenance obligations are inspection and notification only. Such matters will then be subject to the enforcement by the municipality with jurisdiction.
 - The County and the City each indemnify the other for costs arising from failure to properly fulfill their obligations; and they are to each provide reciprocal insurance.
 - The maintaining municipality must maintain detailed maintenance records.
 - The agreement may be terminated at any time by either party upon 180 days written notice.

9.0 Financial Implications

There is no cost associated with the agreement.

10.0 Conclusion

The proposed Maintenance Agreement will enable service continuity with respect to boundary line roads and connecting roads between the City and the

County. It is recommended that City Council authorize the Mayor and City Clerk to sign the agreement, which has been negotiated between the City and the County.


Mark Jacklyn,
Director of Operational Services


Inderjit Hans, P. Eng., PMP
General Manager, Public Works
Commission

Attachments (if applicable)

Appendix "A" – Aerial maps of the ten boundary line roads and connecting roads between the City and the County.

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

By-law required yes no

Agreement(s) or other documents to be signed by Mayor and/or City Clerk yes no

Is the necessary by-law or agreement being sent concurrently to Council? yes no