

This agreement made this _____ day of _____, 2023 (the “**Agreement**”)

Between:

The Corporation of the Town of Orangeville

(hereinafter called
“Orangeville”)

- and -

Metrolinx

(hereinafter called “Metrolinx”)

Whereas:

- A. Metrolinx is a provincial Crown corporation incorporated under the laws of Ontario, providing local bus and transit services through its GO Transit operating division in the Town of Orangeville.
- B. Metrolinx has several bus stops within the Town of Orangeville which are integral to Orangeville’s sidewalks.
- C. Orangeville has agreed to provide Metrolinx winter control maintenance services for the Metrolinx bus stops and Townline terminal parking lot and bus stop terminal as described below, for the winter season of 2023- 2024, commencing on October 15th, 2023, and expiring on April 30th, 2024.

Now therefore Orangeville and Metrolinx agree on the following:

- 1. Orangeville agrees to provide winter maintenance control inspections, sanding and/or salting, snow removal and ploughing services (the “Work”) for the winter season of 2023 – 2024 commencing on October 1st, 2023 and expiring on April 30th, 2024.
- 2. The effective date of this Agreement is December 11, 2023.
- 3. This Agreement is effective as of the Effective Date and will expire on April 30th, 2024. The parties may extend the term by written agreement for a period of one year, ending April 30th, 2025, under the same terms and conditions, subject to an increase in the prices as agreed upon by the parties. Orangeville shall provide written notice if it does not intend on extending the term of the agreement by no later than February 1, 2024.
- 4. The parties may terminate this agreement on 90 days’ notice by mutual written agreement.
- 5. Metrolinx may terminate all or any part of this Agreement without any liability of Metrolinx to Orangeville whatsoever Orangeville is in breach of this Agreement and fails to either remedy or begin and expeditiously continue to remedy a breach of this Agreement, to Metrolinx’s satisfaction.
- 6. This Agreement shall apply for winter maintenance at ten (10) GO Transit Stops and the GO-Metrolinx Parking Lot and Bus Stop Terminal located at 49 Townline, namely:

- i) Highway 10 at Buena Vista Drive **(Northbound)**
- ii) Hansen Blvd. At First Street – Orangeville Mall **(Westbound)**
- iii) Blind Line & Hansen Blvd **(Southbound)**
- iv) Broadway & Banting Drive **(Eastbound)**
- v) Broadway at Centre Street **(Eastbound)**
- vi) Broadway at John St **(Eastbound)**
- vii) Broadway at Wellington St **(Eastbound)**
- viii) Broadway at 4th Street – Outside Tim Hortons **(Eastbound)**
- ix) Broadway at Townline **(Eastbound)**
- x) Broadway at Highway 10 **(Eastbound)**
- xi) 49 Town Line - GO Parking Lot
- xii) 49 Town Line - GO Bus Stop Shelter/platform

(“Metrolinx Property”)

7. Winter maintenance costs will be charged by a flat yearly fee per the following rates:

Seasonal Maintenance Cost: \$3,800.00

Go Metrolinx Parking Lot Stop: 49 Town Line - GO Bus Stop Shelter/platform

Seasonal Maintenance Cost: \$2,016.00

Go Metrolinx Parking Lot: 49 Town Line - GO Parking Lot

Seasonal Maintenance Cost: \$10,190.45

8. Upon completion of the winter control maintenance services, the Town of Orangeville shall submit an invoice for all maintenance costs for the 2023/2024 winter maintenance services to Metrolinx at buscontractadministration@metrolinx.com for processing. Payment terms shall be net 30 days.
9. The Work shall be undertaken in accordance with the current Orangeville Policy For Level of Service For Winter Control Operations, Resolution No. 14, November 2008.
10. Orangeville shall not subcontract the Work to any person without the prior written consent of Metrolinx. No subcontracting by Orangeville shall relieve Orangeville of any responsibility for the full performance of all its obligations under this Agreement. Notwithstanding the approval of any Subcontractor by Metrolinx, Orangeville shall be fully responsible for every Subcontractor's activities, works, services and acts or omissions.
11. Orangeville shall comply with and conform to all applicable laws, applicable to the work to be provided by, and the responsibilities and obligations of, Orangeville under this Contract.

12. In the performance of the Work, Orangeville shall not in any manner endanger the safety of, or unlawfully interfere with, persons at the Metrolinx Property, including the public.
13. Orangeville agrees to maintain in force, at its own expense and for the duration of this Contract, the policies of insurance set out below, which policies will be in a form and with an insurer or insurers acceptable to Metrolinx. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer and copies of the policies must be delivered to Metrolinx prior to the commencement of the snow removal services.
 - a) Commercial General Liability insurance of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof and including:
 - (A) premises and operations liability,
 - (B) blanket contractual liability,
 - (C) cross liability,
 - (D) contingent employer liabilitySuch insurance shall include Metrolinx as an additional insured.
 - b) Automobile Liability Insurance covering for bodily injury, death, damage to property and statutory accident benefits coverage with respect to all vehicles owned, licensed or leased in an amount of not less than five million dollars (\$5,000,000.00) per occurrence.
 - c) Workplace Safety and Insurance
Orangeville shall provide a valid Workplace Safety and Insurance Clearance Certificate for the premium rate class, sub-class or group as appropriate for the work of this Contract, issued by the Workplace Safety and Insurance Board, confirming that all assessments due and required to be made by Orangeville is a registered employer in good standing.
14. Orangeville shall indemnify and hold harmless Metrolinx from and against any and all losses, claims, actions, damages, liabilities and expenses (including legal expenses) awarded in respect thereof (“**Claims**”) arising from or out of or as a result of any negligence or wilful misconduct in the performance of this agreement, or breach or non-performance of this agreement, on the part of Orangeville, or any other person for whom the Town of Orangeville is responsible at law, except to the extent that such Claims are caused by the gross negligence or wilful misconduct of Metrolinx or those for whom it is in law responsible,
15. Orangeville acknowledges that Metrolinx makes no representations about the Metrolinx Property and agrees that access to the Metrolinx Property to complete the Work is being provided on an “as-is, where-is” basis”.
16. It is understood and agreed that the rights granted hereunder shall not unduly interfere with or impede Metrolinx’s operations or any operations or activities at the Metrolinx Property.

17. Notices regarding this Agreement must be in writing and will be considered given on the date on which it was personally delivered or delivered by electronic means (provided any notice delivered by electronic means is received by 4:00 pm Eastern Time on a business day, failing which it will be considered given on the next following business day), or within five (5) days of mailing, postage prepaid, and addressed to Metrolinx at 97 Front Street West, Toronto ON M5J 1E6, Attention: Sanjeev Sivasubramaniam with a copy to the Executive Vice President Customer and Transit Operations, Metrolinx Email: franke.ibe@metrolinx.com or to Orangeville at: Tony Dulisse, Manager, Transportation & Development, Email: tdulisse@orangeville.ca. Each party shall notify the other in writing of any changes to its notice particulars.
18. This Agreement and all matters related hereto will be governed by and interpreted in accordance with the laws of the Province of Ontario. This Agreement does not create a joint venture, partnership, agency or employment relationship between the parties.
19. Orangeville may not assign or sublicense this Agreement or any rights hereunder without Metrolinx's prior written consent.
20. This Agreement constitutes the entire Agreement between the parties and may be executed in counterparts, and each counterpart may be delivered by electronic means, all such counterparts together constituting a fully executed Agreement

METROLINX

Per: _____

Print Name: _____

Position: _____

Date: _____

(I have the authority to bind the company)

**THE CORPORATION OF THE TOWN OF
ORANGEVILLE**

Lisa Post, Mayor

Date: _____

Tracy Macdonald, Deputy Clerk

Date: _____