

The Corporation of the Town of Grand Valley

By-law 2024-_____

A By-law to authorize the execution of a Memorandum of Understanding between Thomasfield Homes Limited and the Corporation of the Town of Grand Valley for snow removal in the Mayberry Hill Phase 3 Development.

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001 c.25 grants a municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient that the Corporation of the Town of Grand Valley (the "Town") enter into a Memorandum of Understanding (MOU) with Thomasfield Homes Limited (Thomasfield) to outline the duties and expectations regarding snow plowing and snow removal in the developments known as Mayberry Hill Phase 3 Development, including sidewalks;

NOW THEREFORE The Council of the Corporation of the Town of Grand Valley enacts as follows:

1. That the Town enter into an MOU with Thomasfield for snow removal and that said MOU shall be known as Schedule "A" attached hereto to this By-law;
2. That the Mayor and Clerk are hereby authorized to execute the MOU in the same or substantially the same format as presented; and
3. That this By-law comes into full force and effect on the date it is enacted.

By-law given the necessary readings and passed this _____ of October, 2024.

Steve Soloman, Mayor

Meghan Townsend, Clerk

Schedule A to By-law 2024-_____

**Memorandum of Understanding Between
The Corporation of the Town of Grand Valley And
Thomasfield Homes Limited**

1) MISSION

The purpose of this document is to outline the duties and expectations regarding snow plowing and snow removal from public thoroughfares located in the developments known as Mayberry Hill, Phase 3A-1, Phase 3A-2, and Phase 3B, including sidewalks where possible.

2) PURPOSE and SCOPE

In the Mayberry Hill development, certain public roadways will be cleared from snow and/or treated to address slippery surface conditions as part of the Town of Grand Valley's regular snow removal operations. Current prioritization of snow removal will not be changed by the addition of unassumed properties, and the area will be cleared and/or treated after the urban area of the municipality.

3) RESPONSIBILITIES

The parties agree to the following tasks and conditions through this MoU.

Grand Valley shall:

- Complete snow removal as stated above on all public roadways in Phase 3 A-1, Phase 3 A-2, and Phase 3B where homes have become occupied.
- Tender regular itemized invoices for payment by Thomasfield Homes Ltd.
- Unoccupied streets will be cleaned at the end of clean up.

Thomasfield shall:

- Ensure roadways and walks remain free of debris and mud. Roadways are to be cleared daily or as required.
- Ensure no stockpiles of material are left on or within 1m of serviced roadways.
- Ensure there is no parking of trade vehicles on any roadway overnight, and vehicles are parked on one side of roadways throughout the day (the side opposite of installed or proposed sidewalk).
- Install signage outlining islands and traffic circles, as well as required primary regulatory signs.
- Repair extreme asphalt lips and deviations that are a trip edge or will contribute to ponding (examples: transitions between base and topcoat asphalt, exposed curb gutter, raised catch basins).
- Ensure streetlighting is installed and operative.

4) TERMS of UNDERSTANDING

Non-compliance regarding any of aforementioned items will result in delayed, abbreviated, or discontinued performance of services. Should plowing equipment not be able to service the agreed

areas safely or in a timely manner, the town retains the right to withdraw services on notice. In extreme or repeat cases of non-compliance this may result in maintenance responsibilities reverting back to the owner, Thomasfield Homes.

The Town of Grand Valley will not be held liable for any property damages to subject lands or installed features due to snow removal activities as agreed in the subdivision agreements relating to phase 3A-1 and phase 3A-2 between the Town and Thomasfield Homes Ltd. In no way does this service agreement convey ownership or assumption of properties involved in the agreement.

COVID-19 Pandemic Emergency considerations: in the event that the Town operations are impacted by issues related to the COVID-19 Pandemic Emergency, the Town shall uphold this agreement to the best of its abilities, with written notice to Thomasfield Homes Ltd. about any necessary alternate arrangement (e.g. use of external contractors, deployment of neighbouring municipality as outlined under Mutual Assistance Agreements, etc.).

This agreement is for the period of November 15, 2024, to April 15, 2025.

On behalf of the organization I represent, I wish to sign this MoU and contribute to its further development.

The Corporation of the Town of Grand Valley

Steve Soloman, Mayor

Meghan Townsend, Clerk

Date

Thomasfield Homes Limited

Date