

**THE REGIONAL MUNICIPALITY OF PEEL  
SCHEDULE "A" TO BY-LAW NUMBER 41-2015**

**THIS AGREEMENT** dated June 25, 2015

BETWEEN:

**THE REGIONAL MUNICIPALITY OF YORK**

("York")

and

**THE REGIONAL MUNICIPALITY OF PEEL**

("Peel")

**RECITALS:**

- A. Peel and York are adjoining municipalities.
- B. Part of Highway 50 forms the boundary line between Peel and York and is a boundary road pursuant to the *Municipal Act, 2001, SO, c.25* (the "**Act**").
- C. Section 29.1(2) of the Act provides that if municipalities enter into an agreement for the repair of a highway forming a boundary line, 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.
- D. Peel has agreed to maintain and repair that part of Highway 50 that forms the boundary between Peel and York.
- E. Peel and York wish to enter into an agreement to outline the parties' respective obligations, in accordance with Section 29.1(2) of the Act.

The parties agree that:

1. **DEFINITIONS**

1.1 For the purposes of this Agreement, the following definitions apply:

"**Capital Cost**" means the total capital cost of a Project, including but not limited to:

- (a) design costs;
- (b) construction costs;
- (c) the cost to relocate utilities; and
- (d) the cost to:

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- a. acquire any interest; or
- b. expropriate any interest;

in Lands and includes survey and appraisal costs and any compensation paid to acquire any interest in Lands or settle the expropriation of the Lands, but does not include the cost of the parties' respective external counsel as set out in Section 7.11 and Section 7.12 or the EA Costs as defined in Section 9.5;

**"Development Application"** means an application for approval with respect to land or buildings and includes:

- (a) the passing of a zoning bylaw or an amendment to a zoning bylaw under Section 34 of the *Planning Act*, RSO 1990, c. P.13 (the **"Planning Act"**);
- (b) the approval of a site plan under Section 41 of the *Planning Act*;
- (c) the approval of a minor variance under section 45 of the *Planning Act* involving a change in use, intensification of use or expansion of use;
- (d) a conveyance of land to which a bylaw passed under Section 50(7) of the *Planning Act* applies;
- (e) the approval of a Plan of Subdivision under Section 51 of the *Planning Act*;
- (f) a consent under Section 53 of the *Planning Act*;
- (g) a validation of title under Section 57 of the *Planning Act*;
- (h) the approval of a description under Section 8 or 9 of the *Condominium Act*, 1998, SO 1998, c. 19; or
- (i) the issuance of a permit under the *Building Code Act*, 1992, SO 1992, c. 23 in relation to a building or a structure;

**"Emergency"** means an unforeseen situation where immediate action must be taken to preserve public health or safety;

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**"Emergency Work"** means any maintenance, repairs or improvements to the Highway that is required to remedy an Emergency, including making changes to signal timing and changes to Traffic Control Devices;

**"Highway"** means Highway 50 commencing at the northerly boundary of the intersection with Peel Regional Road 15 (Steeles Avenue) and Albion Road and continuing north to the southerly boundary of the intersection with Peel Regional Road 14 (Mayfield Road) and Albion-Vaughan Road as shown on Schedule A and includes all Highway related improvements, including but not limited to: bridges, culverts, storm sewers, guiderails, Traffic Control Devices, pavement markings, traffic signing and trees but excludes all non-transportation related infrastructure, including water and wastewater systems, that are located in the Highway;

**"Lands"** means the lands required for a Project;

**"Peel"** means The Regional Municipality of Peel as a municipal corporation and, where the context requires, its geographic area;

**"Performance Standards"** means Peel's Regional Road Maintenance Performance Standards approved by Peel Council at its meeting held on December 12, 2002 as amended from time to time;

**"Permit"** means a road occupancy permit or access permit issued in accordance with Peel's by-law 62-2013 as amended from time to time or a successor bylaw;

**"Project"** means any capital project required to improve the Highway, including but not limited to:

- (a) resurfacing the Highway;
- (b) reconstructing the Highway;
- (c) improving the Highway's intersections;
- (d) installing Traffic Control Devices;
- (e) widening the Highway;
- (f) installing bridges, culverts, storm sewers and catch basins;
- (g) rehabilitating bridges, culverts, storm sewers and catch basins; or
- (h) expanding bridges, culverts, storm sewers and catch basins;

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"**RFT**" means a request for tender for a Project or a request for proposals for a Project;

"**Traffic Control Devices**" means those traffic control devices listed in Schedule B; and

"**York**" means The Regional Municipality of York as a municipal corporation and, where the context requires, its geographic area.

**2. TERM**

2.1 This Agreement is effective for a ten (10) year term commencing on January 1, 2009 and terminating on December 31, 2018.

**3. JURISDICTION OVER THE HIGHWAY**

3.1 Peel agrees to keep the Highway in a good state of repair and Peel acknowledges that, except as provided for in this Agreement, pursuant to Section 29.1(2) of the Act:

- (a) Peel has jurisdiction over the Highway;
- (b) Peel is liable for any damages that arise from failing to keep the Highway in repair; and
- (c) York is relieved from all liability in respect of repair of the Highway.

3.2 Peel shall maintain the Highway and keep it in a good state of repair for its full width in accordance with the Performance Standards. Peel may amend the Performance Standards from time to time but shall ensure that at all times the Performance Standards meet or exceed the standards set out in the *Minimum Maintenance Standards for Municipal Highways*, O. Reg. 239/02 (the "**Regulation**") as amended from time to time.

**4. EMERGENCY MAINTENANCE, REPAIRS OR IMPROVEMENTS**

4.1 In the event of an Emergency, Peel shall perform the Emergency Work. If reasonably possible, Peel shall consult with York before performing the Emergency Work. If Peel is unable to consult with York before performing the Emergency Work, Peel may commence the Emergency Work and advise York as soon as possible after Peel has commenced the Emergency Work.

**5. TRAFFIC CONTROL DEVICES**

5.1 Peel shall operate and maintain the Traffic Control Devices, including performing all necessary repairs, routine maintenance, cleaning and re-lamping. Peel shall operate and maintain the Traffic Control Devices in accordance with its standards, policies and procedures including the Performance Standards, provided that such standards meet or exceed the standards set out in the Regulation as amended from time to time.

5.2 York may carry out visual inspections of the Traffic Control Devices but shall not open any traffic signal controller cabinet or alter in any manner the equipment associated with the Traffic Control Devices.

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- 5.3 Peel shall perform all changes to signal timing and phasing of the Traffic Control Devices as may be required from time to time provided that Peel has first obtained York's consent to the changes.
- 5.4 Peel and York agree that the list of Traffic Control Devices set out in Schedule B may be amended from time to time by agreement between Peel's Public Works Commissioner and York's Commissioner of Transportation Services.
- 6. PROJECTS**
- 6.1 Peel shall design and construct all Projects required for the Highway.
- 6.2 Peel and York agree that funding for all Projects is subject to the approval of Peel and York's respective Councils and Peel shall not initiate any Project that requires York's financial contribution without York's approval.
- 6.3 Peel shall advise York of all Projects that it anticipates are necessary to keep the Highway in a good state of repair. Peel and York staff shall:
- (a) collaborate when preparing their respective long-term capital budgets to reflect the anticipated cost of any Projects; and
  - (b) when preparing their respective budgets and ten (10) year capital plans for consideration by Peel and York's respective Councils, include all Projects that Peel anticipates are necessary to keep the Highway in a good state of repair.
- 6.4 Peel shall:
- (a) advise York if construction of a Project is going to proceed at least two (2) years prior to the date that Peel anticipates construction will commence so that the Project can be considered by York Council; and
  - (b) when Peel is preparing its annual capital budget, advise York of Peel's anticipated schedule for the Projects and the estimated Capital Cost of the Projects to be expended in that year, for consideration by York Council.
- 6.5 Despite Section 6.2, and in accordance with Section 4.1, Peel may perform Emergency Work as required.
- 6.6 Where reasonably possible, Peel and York shall collaborate with each other to enable each party to include in its respective development charge background study the capital costs of those Projects that Peel anticipates will be constructed during the term of the proposed development charge bylaw.

***Environmental Assessments***

- 6.7 Peel shall advise York if an environmental assessment ( "EA" ) is required for a Project.

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- 6.8 Peel and York shall be co-proponents of any EA that is required for a Project. Peel shall prepare all EAs and any studies and reports that are required for a Project.
- 6.9 In preparing any EA and any studies and reports required for a Project, Peel shall:
- (a) circulate the draft terms of reference to York in a timely manner and provide York with the opportunity to comment;
  - (b) invite York to participate in the selection of consultants;
  - (c) invite York to participate in any Public Information Centre ( "PIC" );
  - (d) conduct a PIC in York, if required by York;
  - (e) circulate all draft documents prepared or assembled during the EA process to York in a timely manner and provide York with the opportunity to comment;
  - (f) circulate the final draft environmental study report to York in a timely manner and provide York with the opportunity to comment prior to filing; and
  - (g) address any Part II Orders under the *Environmental Assessment Act*, RSO, 1990, C.E18.

**Construction**

- 6.10 Peel shall design and construct all Projects in accordance with Peel's Public Works Design, Specification & Procedures Manual, as amended from time to time.
- 6.11 Peel shall circulate the draft terms of reference for the selection of consultants to conduct the detailed design for a Project to York so that York may comment and participate in the selection.
- 6.12 Upon approval of the budget for a Project by both Peel and York, Peel and York shall convene a Project initiation meeting. At the Project initiation meeting, Peel and York may discuss any relevant construction issues, including any outstanding details of the approval process, any unique or difficult elements of the Project's design and any environmental concerns related to the Project.
- 6.13 If Peel or York proposes that Peel perform additional work that is not required to fulfill Peel's obligations pursuant to this Agreement, then Peel shall perform the additional work provided that Peel and York agree:
- (a) on the scope of the additional work; and
  - (b) as to how the costs of the additional work are to be allocated between Peel and York;
- prior to Peel issuing an RFT for the additional work and, if reasonably possible, during the EA stage.
- 6.14 Peel shall provide York with designs for a Project for York's approval at the thirty percent (30%), sixty percent (60%) and ninety percent (90%) stage and prior to issuing the RFT for the Project. If York does not approve a design, then Peel and York shall work together to address York's

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concerns. If York does not approve of the designs following consultation between Peel and York, then Peel and York shall address the dispute pursuant to the dispute resolution provisions in Section 12.

- 6.15 During construction, York shall provide a representative to act as a member of the project management team. If a dispute arises between Peel and York during construction, Peel and York shall work together to address their respective concerns. If Peel and York are not able to resolve the dispute, then Peel and York shall address the dispute pursuant to the dispute resolution provisions in Section 12.
- 6.16 Peel shall not issue any RFT unless York has approved the RFT. Peel shall obtain York's approval before making any amendment to an RFT or the contract resulting from an RFT (the "**Construction Contract**"). If Peel proposes to amend an RFT or the Construction Contract then Peel shall provide to York a rationale for the amendment and an estimate of any anticipated increase or decrease in the Capital Cost. Peel acknowledges that any increase in the Capital Cost may require the further approval of York Council.
- 6.17 Peel shall administer all aspects of the Construction Contract, including all utility relocations. Pursuant to Section 8.6, York shall review all applications related to the installation of telecommunication, hydro and gas utilities in the Highway where the work proposed will be performed on lands located in York.
- 6.18 Subject to York's prior approval, Peel shall settle all claims that relate to the Construction Contract.

**7. PROPERTY ACQUISITION**

- 7.1 At least two (2) years prior to the date that Peel anticipates construction of a Project will commence, Peel and York shall meet to determine whether to acquire the Lands by negotiation and whether it is necessary to commence expropriation proceedings.
- 7.2 If lands are acquired that are surplus to the Project (the "**Surplus Lands**"), whether by expropriation or negotiation, then the party in whose jurisdiction the Surplus Lands are geographically located shall pay one hundred percent (100%) of the cost to acquire the Surplus Lands and will receive one hundred percent (100%) of the proceeds from any disposition of the Surplus Lands.

***Acquiring Lands by Negotiation***

- 7.3 If the Lands are located in York, then Peel shall:
- (a) retain an Ontario Land Surveyor to prepare reference plans and provide the reference plans to York for review and approval. If York does not approve the reference plans, then York shall advise Peel of any deficiencies and Peel shall instruct the Ontario Land Surveyor to rectify the deficiencies to York's satisfaction;
  - (b) retain an appraiser and provide copies of all appraisal reports to York for review and approval. If York does not approve the appraisal reports, then York shall advise Peel of

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the deficiencies and Peel shall instruct the appraiser to rectify the deficiencies to York's satisfaction;

- (c) perform all the required title searches and all associated inquiries;
- (d) negotiate with the owners of the Lands (the "**Owners**") to acquire the Lands;
- (e) prepare agreements of purchase and sale, including agreements prepared pursuant to sections 24 and 30 of the *Expropriations Act*, RSO 1990, c E.26 (the "**Expropriations Act**"), between the Owners as vendors and York as purchaser;
- (f) upon execution of an agreement of purchase and sale by an Owner, submit the agreement of purchase and sale to York staff so that York staff can submit the agreement of purchase and sale to York Council, or delegate, for consideration;
- (g) register title to the Lands in York's name pursuant to a direction executed by York; and
- (h) provide York with copies of all registered documents, a copy of the parcel register and a clear execution certificate. York acknowledges that Peel will not be providing York with a title opinion with respect to the Lands.

7.4 If the Lands are located in Peel, then Peel shall:

- (a) retain an Ontario Land Surveyor to prepare reference plans;
- (b) retain an appraiser;
- (c) perform all the required title searches and all associated inquiries;
- (d) negotiate with Owners to acquire the Lands;
- (e) prepare agreements of purchase and sale, including agreements prepared pursuant to sections 24 and 30 of the *Expropriations Act*, between the Owners as vendors and Peel as purchaser;
- (f) upon execution of an agreement of purchase and sale by an Owner, submit the agreement of purchase and sale to Peel Council, or delegate, for consideration; and
- (g) register title to the Lands in Peel's name.

7.5 If requested by Peel, York shall provide Peel with any assistance that may be required by Peel to acquire the Lands.

***Acquiring Lands by Expropriation***

7.6 If Peel and York determine that it is necessary to commence expropriation proceedings to acquire the Lands, then:

- (a) Peel will act as the expropriating authority for Lands located in Peel; and
- (b) York will act as the expropriating authority for Lands located in York.

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- 7.7 If the Lands that have been expropriated are located in York, then York shall:
- (a) negotiate with Owners to settle any outstanding matters, including compensation, related to the expropriation of the Lands located in York;
  - (b) prepare minutes of settlement identifying the expropriating authority as York; and
  - (c) upon execution of minutes of settlement by an Owner, submit the minutes of settlement to York Council, or delegate, for approval and execution on behalf of York.
- 7.8 If the Lands that have been expropriated are located in Peel, then Peel shall:
- (a) negotiate with Owners to settle any outstanding matters, including compensation, related to the expropriation of the Lands located in Peel;
  - (b) prepare minutes of settlement identifying the expropriating authority as Peel; and
  - (c) upon execution of minutes of settlement by an Owner, submit the minutes of settlement to Peel Council, or delegate, for approval and execution on behalf of Peel.
- 7.9 Peel and York shall jointly retain an appraiser(s) and any other experts necessary to comply with the provisions of the *Expropriations Act*.
- 7.10 If an Owner requests a Hearing of Necessity pursuant to the *Expropriations Act*, then the party that is not the subject of the Hearing of Necessity shall provide the party that is the subject of the Hearing of Necessity with any assistance that it requires to establish that the expropriation of the Lands is fair, sound and reasonably necessary.
- 7.11 If Peel determines that it is necessary to retain external counsel to assist Peel in acquiring Lands by expropriation, including conducting any Hearing of Necessity, then Peel may retain external counsel of its choice ("**Peel's External Counsel**") to assist in acquiring the Lands, including preparing and serving any notices required by the *Expropriations Act*. Peel shall be solely responsible for the cost of Peel's External Counsel's fees and disbursements except for those disbursements which are to be shared as a Capital Cost. Peel acknowledges that other than those disbursements which are to be shared as a Capital Cost, York is not responsible for contributing to the cost of Peel's External Counsel's fees and disbursements.
- 7.12 If York determines that it is necessary to retain external counsel to assist York in acquiring Lands by expropriation including conducting any Hearing of Necessity, then York may retain external counsel of its choice ("**York's External Counsel**") to assist in acquiring the Lands, including preparing and serving any notices required by the *Expropriations Act*. York shall be solely responsible for the cost of York's External Counsel's fees and disbursements except for those disbursements which are to be shared as a Capital Cost pursuant to Section 9.4. York acknowledges that other than those disbursements which are to be shared as a Capital Cost, Peel is not responsible for contributing to the cost of York's External Counsel's fees and disbursements.

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7.13 If Peel or York intends to retain external counsel then York or Peel shall advise the other party of its intention. Peel and York acknowledge that Peel and York are not required to retain the same external counsel although the parties acknowledge that it may be more efficient to do so.

**8. PERMITS AND DEVELOPMENT APPROVALS**

8.1 Peel and York acknowledge that Development Applications relating to lands that are located in Peel immediately adjacent to the Highway are to be submitted to the City of Brampton. Peel and York acknowledge that Development Applications relating to lands that are located in York immediately adjacent to the Highway are to be submitted to the City of Vaughan. Peel and York shall consult with each other when reviewing a Development Application and each shall include any conditions that may be reasonably required by the other party in respect of matters related to the Highway.

8.2 Peel and York acknowledge that the City of Brampton will act as the approval authority pursuant to the *Planning Act* for all Development Applications relating to lands that are located in Peel immediately adjacent to the Highway. Peel shall collect any securities and fees that it would otherwise be entitled to collect in relation to any Development Application relating to lands located in Peel. Peel and York acknowledge that the City of Vaughan will act as the approval authority pursuant to the *Planning Act* for all Development Applications relating to lands that are located in York immediately adjacent to the Highway (the "**York Development Applications**"). York shall collect any securities and fees that it would otherwise be entitled to collect in relation to any Development Application relating to lands located in York. If Peel and York make alternate arrangements by which Peel undertakes to review York Development Applications and perform any necessary inspections on York's behalf, then York shall forward to Peel any review and inspection fees collected by York in respect of such York Development Applications.

8.3 Lands located in Peel that are acquired pursuant to a Development Application are to be registered in Peel's name. Lands located in York that are acquired pursuant to a Development Application are to be registered in York's name.

8.4 Peel is responsible for issuing all Permits for the Highway. Peel shall consult with York prior to issuing any Permits that affect lands located in York. In considering whether to grant access to the Highway, Peel shall apply the provisions of Peel's Control Access By-law 62-2013 as amended from time to time or a successor bylaw.

8.5 The parties acknowledge that Peel is the authority responsible for approving all water and wastewater installations in the Highway provided that Peel shall consult with York prior to issuing any approval.

8.6 York is responsible for reviewing applications related to the installation of telecommunication, hydro and gas utilities in the Highway ("**Utility Applications**") where the work proposed will be performed in lands located in York. York shall circulate all Utility Applications to Peel and Peel may ask York to impose any conditions on the applicant that Peel determines are reasonably

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necessary. York shall collect all securities and fees related to Utility Applications where the work proposed will be performed in lands located in York.

- 8.7 Peel is responsible for reviewing Utility Applications where the work proposed will be performed in lands located in Peel. Peel shall consult with York prior to issuing any approval. Peel shall collect all securities and fees related to Utility Applications where the work proposed will be performed in lands located in Peel.

**9. RESPONSIBILITY FOR COSTS**

- 9.1 Peel shall pay all costs associated with its obligations under Section 3.2 (the "**Maintenance Costs**"). York shall reimburse Peel for fifty percent (50%) of the Maintenance Costs together with an administrative charge of eight percent (8%) charged on York's portion of the Maintenance Costs.
- 9.2 Peel shall pay all costs associated with its obligations under Section 4.1 (the "**Emergency Costs**"). York shall reimburse Peel for fifty percent (50%) of the Emergency Costs together with an administrative charge of eight percent (8%) charged on York's portion of the Emergency Costs.
- 9.3 Peel shall pay all costs associated with its obligations under Section 5.1 (the "**Traffic Control Device Costs**"). York shall reimburse Peel for fifty percent (50%) of the Traffic Control Device Costs together with an administrative charge of eight percent (8%) charged on York's portion of the Traffic Control Device Costs.
- 9.4 Peel shall pay all Capital Costs. York shall reimburse Peel for fifty percent (50%) of the Capital Costs together with an administrative charge of six percent (6%) charged on York's portion of the Capital Costs.
- 9.5 Peel shall pay all costs directly associated with its obligations under Section 6.8 (the "**EA Costs**"). York shall reimburse Peel for fifty percent (50%) of the EA Costs together with an administrative charge of eight percent (8%) charged on York's portion of the EA Costs.

**10. PAYMENTS AND INVOICING**

- 10.1 Peel shall invoice York four (4) times per year, at the end of each quarter, for York's portion of the Maintenance Costs, Emergency Costs and Traffic Control Device Costs, if any, together with the administrative charge of eight percent (8%) charged on York's portion of those costs.
- 10.2 Peel shall invoice York two (2) times per year, at the end of the second quarter and at the end of the fourth quarter, for York's portion of the EA Costs, if any, together with the administrative charge of eight percent (8%) charged on York's portion of the EA Costs.
- 10.3 Peel shall invoice York for York's portion of the Capital Costs as the Capital Costs are incurred, together with the administrative charge of six percent (6%) charged on York's portion of the Capital Costs.

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- 10.4 York shall submit payment to Peel within sixty (60) days of receiving an invoice from Peel. If York does not approve an invoice York shall provide Peel with the reason(s) why it does not approve the invoice within five (5) business days of receiving the invoice. If Peel and York do not agree with respect to the disputed invoice, either party may refer the matter to Peel's Commissioner of Public Works and York's Commissioner of Transportation Services for resolution pursuant to Section 12.1.
- 10.5 If a contribution is made by a third party towards the cost of any matter provided for under this Agreement, then the contribution shall be accounted for and apportioned equally between the parties, unless directed otherwise by the party making the contribution.
- 10.6 Any application for specific funding for a Project under a federal or provincial program is to be made jointly and any funding received credited to the Capital Cost of the Project.

**11. INDEMNITY**

- 11.1 York shall indemnify and save harmless Peel from and against any claim, action, cause of action or liability for loss, damage, accident or injury in any manner arising due to, out of, from or in connection with the work undertaken, performed or failed to be performed by York or its agents pursuant to this Agreement.
- 11.2 Peel shall indemnify and save harmless York from and against any claim, action, cause of action or liability for loss, damage, accident or injury in any manner arising due to, out of, from or in connection with the work undertaken, performed or failed to be performed by Peel or its agents pursuant to this Agreement.

**12. DISPUTE RESOLUTION**

- 12.1 If the parties dispute the interpretation, application or administration of this Agreement (a "**Dispute**"), then:
- (a) the party who wishes to resolve a Dispute shall give notice to the other party setting forth the particulars of the Dispute (the "**Notice**"). The other party shall respond (the "**Response**") to the Notice within fourteen (14) days from the date the Notice was received; and
  - (b) Peel's Commissioner of Public Works and York's Commissioner of Transportation Services, or their respective designates, shall consider the Notice and the Response and attempt to resolve the Dispute to the satisfaction of both parties.

**13. EARLY TERMINATION**

- 13.1 Peel or York may terminate this Agreement upon sixty (60) days' written notice if York or Peel's Council, or delegate, approves the termination of this Agreement.

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- 13.2 If this Agreement is terminated early, the obligations of Peel and York will not expire upon termination of this Agreement in respect of claims or actions that arise from the maintenance and repair of the Highway or failure to maintain and repair the Highway provided that the cause of action or claim arose prior to the termination of this Agreement.

**14. NOTICE**

- 14.1 Any notice required to be given or served on either party under this Agreement must be in writing and delivered personally, electronically, by facsimile transmission or prepaid registered mail addressed to York or Peel respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, electronic delivery and facsimile transmission or, in the case of a registered letter, on the third business day following the date of mailing.

Peel:

The Regional Municipality of Peel  
10 Peel Centre Drive  
Brampton, Ontario  
L6T 4B9  
Attention: Commissioner of Public Works

York:

The Regional Municipality of York  
17250 Yonge Street  
Newmarket, Ontario  
L3Y 6Z1  
Attention: Commissioner of Transportation Services

**15. GENERAL**

- 15.1 If for any reason any provision of this Agreement is to any extent held or rendered to be invalid, void, illegal or unenforceable then the particular provision shall be deemed independent of and severed from the remainder of the Agreement and all of the other provisions of this Agreement shall nevertheless continue in force and effect.
- 15.2 Unless otherwise specified, the singular includes the plural, and vice versa.
- 15.2 Time is of the essence in all respects of this Agreement.
- 15.3 This Agreement is governed by the laws of Ontario and the applicable laws of Canada. This Agreement is effective on the date stated in the introductory clause.

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**THE REGIONAL MUNICIPALITY OF YORK**

Authorized by Clause 10 of Report  
10 of the Transportation and Works  
Committee, adopted by Regional  
Council on December 18, 2008

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Wayne Emmerson  
Regional Chair

Approved as to  
form and content

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Denis Kelly  
Regional Clerk

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Solicitor

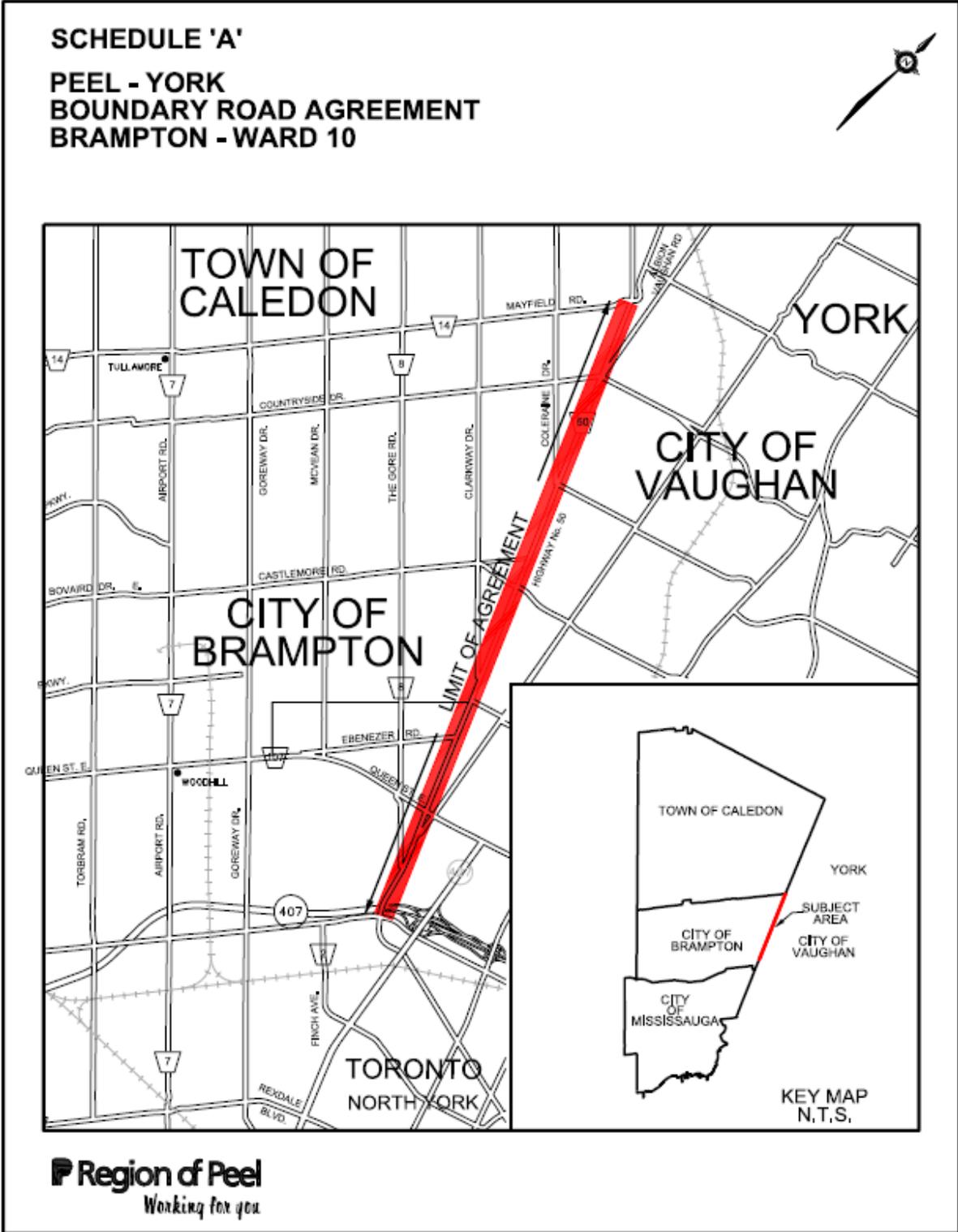
**THE REGIONAL MUNICIPALITY OF PEEL**

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Kathryn Lockyer  
Regional Clerk

I have authority to bind the Regional Corporation  
pursuant to By-Law No. 39-2001

SCHEDULE A  
THE HIGHWAY



**SCHEDULE B**

**TRAFFIC CONTROL DEVICES**

1. Hwy. 50 @ Queen St. East
2. Hwy. 50 @ Fogal Rd.
3. Hwy. 50 @ Ebenezer Rd.
4. Hwy. 50 @ Langstaff Rd./Cottrelle Blvd.
5. Hwy. 50 @ Trade Valley Drive/Bell Chase Trail
6. Hwy. 50 @ Castlemore Rd./Rutherford Rd.
7. Hwy. 50 @ Sears Entrance/Private Dr.
8. Hwy. 50 @ Coleraine Drive/Major Mackenzie Drive
9. Hwy. 50 @ Countryside Dr./Nashville Rd.
10. Hwy. 50 @ Mayfield Rd./Albion-Vaughan Rd.
11. King St. @ Albion Vaughan Rd./Caledon King Town Line