

Schedule "A"

Boundary Road Agreement Township of Horton and Township of McNab/Braeside

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 McNab/Braeside
hereinafter called "McNab/Braeside" of the second part

WHEREAS Horton and McNab/Braeside 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 roads 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 McNab/Braeside and the Township of Horton identified in Appendix A.

It shall be McNab/Braeside's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of McNab/Braeside 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.
5. Prior to any planned Capital Improvements, on a 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. 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.
6. Capital includes additional granular, preventative road deterioration treatments, complete road reconstruction and replacement of all necessary infrastructure.
7. 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.
8. Should a capital project be required, both municipalities will meet to develop a draft agreement for the capital project.
9. Each Municipality hereto agree that should emergency works, or action be required due to a compromise of the highways set out in Appendix A and B, the party hereto first notified of the compromise of the highway 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. Should any of the highways included in Appendix A or 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 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.
11. The Parties 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 set out in Appendix A and B hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways 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 the other Party as an additional insured and each Party shall provide a certificate of such insurance coverage to the other Party throughout the term of this agreement and any renewal thereof and further provide the other Party within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

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 M. Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF MCNAB/BRAESIDE

PER:

Tom Peckett, Mayor

Lindsey Lee, CAO/Clerk



Appendix A

MUNICIPALITY	OPEN / UNOPENED	GRAVEL / PAVED	ROAD	FROM	TO	DISTANCE
See Map # 1 McBride Road						
HORTON	Opened	Paved	Fraser Road	Burnstown Road Lat : 45.42769 N Long: 76.26961 W	Townline of Horton and Greater Madawaska Lat: 45.41980 N Long: 76.64225 W	1.33 km
See Map #2 Storie Road						
HORTON	Opened	Gravel	Storie Road	Turn around at the end of the Municipally Maintained portion of the Roadway Lat: 76.50861 N Long: 76.50912	River Road Lat : 45.50035 N Long: 76.52136 W	1.32 km
See Map #3 Early Road						
HORTON	Opened	Gravel	Early Road	Storie Road Allowance Lat: 45.48643 N Long: 76.54139 W	Lochwinnoch Road Lat: 45.48539 N Long: 76.54280 W	0.12 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

Map #1 Fraser Road



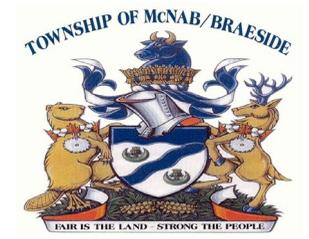
Map #2 Storie Road



Map #3 Early Road



Appendix B

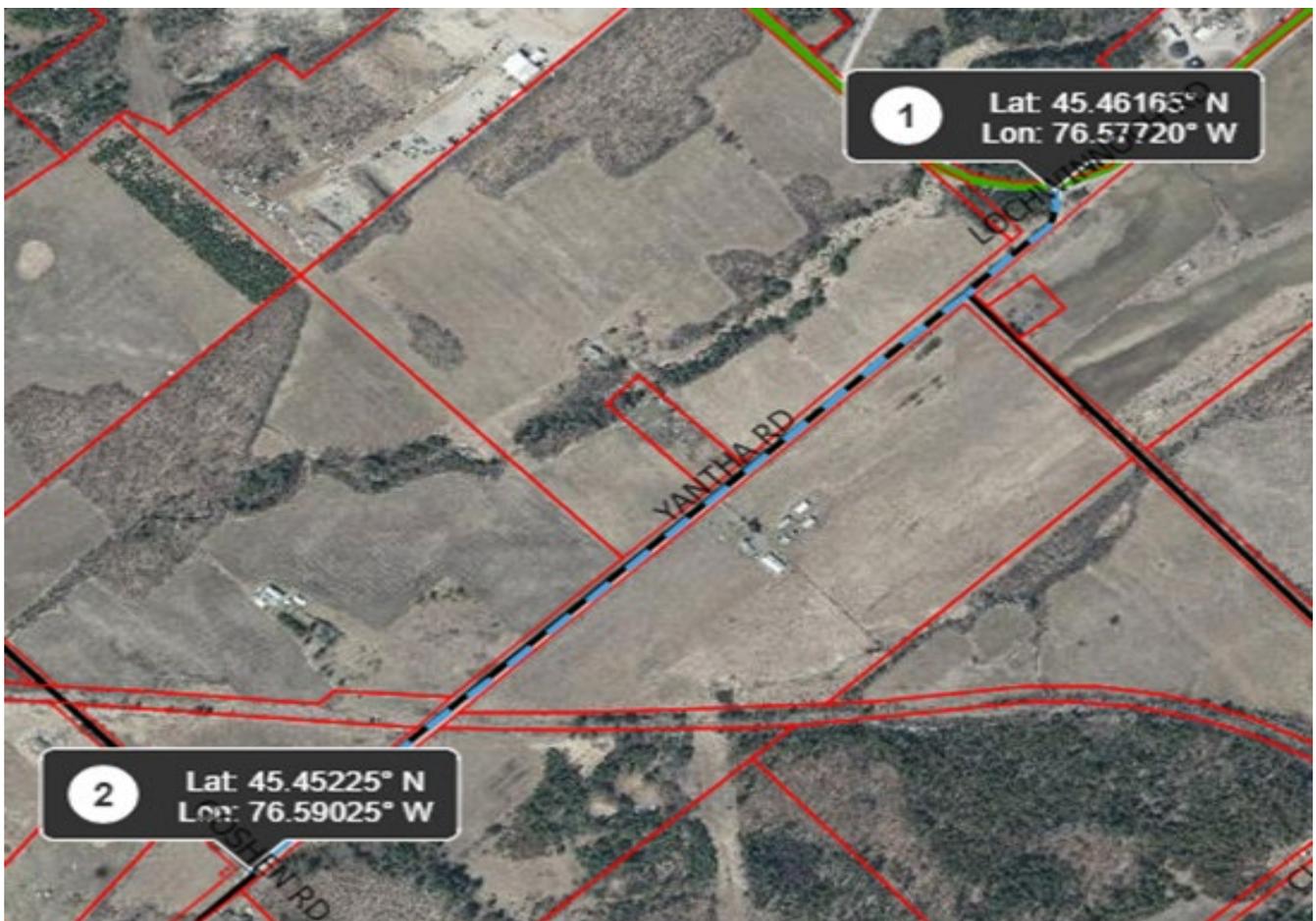


MUNICIPALITY	OPEN / UNOPENED	GRAVEL / PAVED	ROAD	FROM	TO	DISTANCE
See Map # 1 Lochwinnoch Road						
McNab Braeside	Opened	Paved	Lochwinnoch Road	From Early Road Lat: 45.48533 N Long: 76.54285 W	Miller Road Lat: 45.48533 N Long: 76.56645	2.6 km
See Map #2 Yantha Road						
McNab Braeside	Opened	Gravel	Yantha Road	From Lochwinnoch Road Lat: 45.46165 N Long: 76.57720	Goshen Road Lat: 45.45225 N Long: 76.59025	1.47 km
See Map #3 Goshen Road						
McNab Braeside	Opened	Paved	Goshen Road	From Yantha Road Lat: 45.45225 N Long: 76.59025	Goshen Road Lat: 45.45149 N Long: 76.59124	0.15 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

Map #1 Lochwinnoch Road



Map #2 Yantha Road



Map #3 Goshen Road



Horton and McNab/Braeside

