

Schedule "A" to By-law 2024 - XX

Boundary Road Agreement

This agreement made in duplicate this XXst day of February, 2024.

Between:

The Corporation of the Municipality of West Grey

Hereinafter referred to as

"West Grey"

and

The Corporation of the Town of Minto

Hereinafter referred to as

"Minto"

Whereas Sections 20, 29, 29.1 and 52 of the Municipal Act, 2001 (the "Act") make provisions for agreements between adjoining municipalities for the maintenance and repair of any highway or bridge forming the boundary between such municipalities, including the bridges thereon (hereinafter a "Boundary Road"); and

Whereas Boundary Roads exist between the jurisdictions of the Town of Minto and the Municipality of West Grey as set out in schedule 'A'; and

Whereas it is deemed expedient and necessary for each municipality to be responsible for the year-round oversight, maintenance and repair of portions of existing Boundary Roads.

Now therefore in consideration of the mutual covenants set out below with other good and valuable consideration (the receipt of which is acknowledged), the parties hereto agree each with the other as follows.

Section 1 - Definitions

Bridge: means a public bridge forming part of a highway on, over or across which a highway passes.

Capital Improvements: All work to be performed that is beyond that work required by routine maintenance standards or winter maintenance standards, including but not limited to items such as road construction, hot mix asphalt, resurfacing and shoulder gravelling associated with this resurfacing, bridge repairs or replacements and any bridge surface treatment.

Highway: means a common or public highway, any part of which is intended for or used by the public for the passage of vehicles and pedestrians and includes the areas between the lateral property lines thereof.

Level of Service: means the level of service as adopted by the council of the municipality for repair of a highway, as reflected in schedule 'B' attached hereto, as it may be amended from time to time.

Minimum Maintenance Standards: Shall mean those standards stipulated by Ontario Regulation (O. Reg.) 239/02 Minimum Maintenance Standards for Municipal Highways as amended from time to time for the maintenance standards of repair for highways under municipal jurisdiction, as they may be amended from time to time.

No Winter Maintenance: means municipal roads which are not opened and therefore are not maintained or serviced during the time period of November 1 to April 30 by the municipality. Any travel upon these roads during this time period is at the individual's own risk.

Roadway: means that part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder.

Routine Maintenance: means those activities completed in the ongoing maintenance and repair of a highway or bridge and as described as follows:

- *Hardtop surface maintenance* includes frost heave repair, base repair, utility cut repair, hot and cold mix patching, shoulder maintenance, surface maintenance including crack sealing, slurry sealing and spray patching, surface sweeping, surface flushing and routine patrolling.
- *Roadside maintenance* includes vegetation management including roadside mowing, weed control, tree planting and removal, tree trimming, sidewalk maintenance, debris collection including debris and leaves, curb and gutter, guiderail and fence maintenance.

- *Stormwater management maintenance* includes roadside ditching, entrance culvert maintenance, maintenance of storm sewers and catch basins and inspections.
- *Structures* includes washing and component repairs for concrete and steel culverts, bridges of all types and pedestrian bridges.
- *Traffic operations* include pavement markings illumination, signals and signs and safety devices.

Shoulder: means the area adjacent to a roadway, where there is no curb that may be paved or unpaved.

Winter Maintenance: includes snowplowing, combination plowing/ice control, ice control, de-icing, sanding, winging back, snow fencing, snow removal, standby, winter patrol, spring clean-up, sidewalk plowing and de-icing.

Winter Maintenance Season: means the continuous period of time between November 1 and April 30 annually. Each party agrees that it shall also attend to winter events that occur prior to November 1 and after April 30 annually until winter events have subsided at the end of each season. Both parties acknowledge that the level of service stipulated by the parties to be provided during periods falling outside the winter maintenance season will be a lower standard than that which is required by the parties during the winter maintenance season, but that any level of service shall always meet the common law test of reasonableness.

Non-Winter Maintenance Season: means the continuous period of time between May 1 and October 31 annually.

Section 2 - Term

The parties agree to provide winter maintenance and routine maintenance services on those sections of the Boundary Road that they are individually responsible for, as set out in schedule 'A' for a period of five (5) years commencing on the date this agreement is signed by both parties (the "term").

The parties agree that this agreement shall automatically renew immediately prior to the expiration of the term or any extension of the term for a further one-year period on the same terms and conditions unless either party provides 180 days notice in writing of its intention to terminate the agreement at the expiration of the then current Term.

The parties agree that should any party wish to terminate this agreement during the term they may do so for any reason by providing the other party 180 days notice in writing of its intention to terminate.

Section 3 - Insurance

- 3.1 Each party shall at its own expense, obtain and keep in force during the term of this agreement, insurance satisfactory to the other party including the following terms and minimum coverage, which limits may be achieved by way of primary and/or umbrella or excess policies and underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include, but not be limited to:
- a. **Municipal General Liability Insurance** on an occurrence basis for an amount of not less than ten million dollars (\$10,000,000.00) including:
 - i. Shall include, but not limited to, bodily injury, property damage and contractual liability.
 - ii. The other party shall be added as an Additional Insured with respect to the operations of the named insured.
 - iii. Contain a cross liability and severability of interest clauses.
 - iv. Policies shall not be invalidated as respect to the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions.
 - v. Non-owned automobile coverage with a limit of not less than ten million dollars (\$10,000,000.00).
 - vi. Products and completed operations coverage with a limit of not less than ten million dollars (\$10,000,000.00).
 - vii. A thirty-day written notice of cancellation or termination.
 - b. **Standard OAP 1 Automobile Liability Insurance** for an amount not less than ten million dollars (\$10,000,000.00) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this agreement.
 - c. **Environmental Liability Insurance** subject to limits of not less than five million dollars (\$5,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination.

- 3.2 Prior to execution of this agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, each party shall provide the other party with confirmation of the insurance coverage required by this agreement. Insurance shall apply to the subcontractor in the same manner as it would to each party to this agreement. Further, it is each party's responsibility to ensure that the subcontractor is aware of these obligations. Each party shall provide to the other party confirmation of the subcontractor's insurance.
- 3.3 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Boundary Roads.
- 3.4 Each party agrees that if either fails to take out or keep in force any such insurance referred to in this section, or should any such insurance not be approved by either party, and should either party not commence and proceed to diligently rectify the situation within forty-eight (48) hours after written notice by either party, either party has the right without assuming any obligation in connection therewith, to affect such insurance at the sole cost of either party. Either party shall be reimbursed as set out under the terms of this agreement.

Section 4 - Indemnity

Each party agrees to defend, indemnify and save and hold harmless the other party from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance and routine maintenance of the road sections for which they are responsible for, as referred to in this agreement.

Section 5 - Notice of Claim

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 road in repair or for damages or injuries sustained relating thereto such party shall immediately notify and provide to the other party such claim or notice of claim.

Section 6 - Maintenance and Repair of Highways – Scope of Work

- 6.1 The municipalities hereby covenant and agree one to the other, to:
- a. Undertake all winter maintenance activities during each winter

maintenance season throughout the term of the agreement.

- b. In addition to the requirements set out in section 6.1a), attend to winter events that occur prior to November 1 and after April 30 until winter events have subsided at the end of each season throughout the term of the agreement. Both parties acknowledge that the level of service provided outside of the winter maintenance season may be at a lower level than during the winter maintenance season, but that it shall meet the minimum maintenance standards set forth in the “Minimum Maintenance Standards for Municipal Highways” where such standards apply and in the event there is no applicable Maintenance Standard, it shall meet the standard of what is reasonable in the circumstances.
 - c. To maintain and keep in good repair, any required routine maintenance during winter operations those highways listed in schedule ‘A’ by meeting or exceeding the “Minimum Maintenance Standards for Municipal Highways” for the whole width of those highways listed.
 - d. To be responsible for all removal of snow beyond the width of the road and shoulders if required.
 - e. To be responsible to provide snow blowing services required within the right of way, if deemed necessary by one of the parties.
 - f. To be responsible for drainage maintenance, including the clearing of ditches, curbs and gutters, catch basins and storm drains.
 - g. To be responsible for the surface maintenance, including the repair of potholes, cracks and depressions and shoulder gravelling.
 - h. To be responsible for all routine patrolling and maintenance activities throughout the entire term of this agreement. Routine maintenance shall be provided at service levels compliant with the minimum maintenance standards set forth in Ontario Regulation 239/02 of the Act, as amended, time to time.
 - i. To be responsible for all traffic signal devices at the intersections.
- 6.2 Location and work to be completed by each party – The map attached hereto as schedule ‘A’ indicates the location of the Boundary Road. Both parties acknowledge their road section responsibilities as per schedule ‘A’.

Section 7 - Capital Costs

- 7.1 Subject to the further terms set out in this section, each municipality shall be responsible for one-half of any and all capital improvements on the Boundary Roads.
- 7.2 Prior to either party completing any capital improvements each party will identify the proposed capital improvement work to the other party.
- 7.3 No new construction or major maintenance work (as distinguished from routine maintenance) of any kind on highways and bridges shall commence or be charged by one party to this agreement to the other unless such construction or major maintenance work has first been approved by the councils of both municipalities and included in their respective capital budgets for the year that the work is to commence.
- 7.4 If both parties agree that capital work is required, they will mutually agree upon how the work will be completed and the timing of such work to be completed.
- 7.5 Except in the case of emergencies, each party shall notify the other party at least two (2) years in advance of any such capital improvement work proposed and the extent and cost of the capital improvement work shall be mutually agreed upon prior to proceeding with the work.
- 7.6 The party who administers the work as determined in Section 7.4 shall invoice the other party for one half of the capital cost no later than the 31st day of December in the year in which the work was completed. Payment of the invoice shall be made no later than thirty (30) days from receipt of the invoice.

Section 8 - Maintenance and Repair of Bridges

At the time of this agreement there are currently no bridges maintained by either municipality located on the boundary roads included herein. Bridges are maintained by the County.

Section 9 - Annual Review and Planning

Each year throughout the term of the agreement, after April 15 and not later than June 30, the parties will meet to discuss any issues arising from this agreement, including but not limited to the previous year's work and will identify and plan works for the upcoming year(s) as the case may be.

Section 10 – Payment

- 10.1 West Grey and Minto shall share equally all capital expenses connected with any new construction or major maintenance work (as distinguished from routine maintenance) carried out for all highways listed in schedule 'A').
- 10.2 Each party will invoice the other as necessary for its share of the expenditures related to new construction or major maintenance work carried out for all highways listed in schedule 'A'.
- 10.3 The party being invoiced shall pay the amount invoiced within thirty (30) days of receipt of such invoice.

Section 11 - Entrance Permits

Entrance permits on Boundary Roads shall be processed by the municipality in which the land requiring the permit is located in consultation with the other municipality as to road safety conditions.

Section 12 – Notice

Any notice to be given under this agreement shall be sufficiently given if delivered or if sent by prepaid first-class mail and addressed to:

The Clerk's Office
The Corporation of the Town of Minto
5941 Highway 89
Harriston, ON N0G1Z0

And to:

The Clerk's Office
The Corporation of the Municipality of West Grey
402813 Grey Road 4
Durham, ON N0G 1R0

Receipt of notice shall be deemed on the earlier of the date of deliver or five (5) days following the date of mailing of the notice.

Section 13 – Arbitration

- 13.1 In the event of any dispute arising between the parties hereto relating to any matter which is the subject of this agreement and cannot be settled within ninety (90) days, then the dispute will be submitted to arbitration by notice given by either party to the other.
- 13.2 Upon such notice being given, the dispute shall be determined by the award of three arbitrators or a majority of them, one to be named by each party within thirty (30) days of such giving notice and the third to be selected by these two (2) arbitrators within seven (7) days after both have been nominated.
- 13.3 If either party neglects or refused to name its arbitrator within the time specified or to proceed with the arbitration, the arbitrator named by the other party shall proceed with the arbitration.
- 13.4 The arbitrators shall have all the powers given by the Arbitration Act of Ontario and may at any time proceed in such manner as they may see fit on such notice as them deem reasonable in the absence of either party if such party fails to attend.
- 13.5 Each party shall pay its own costs and shall share equally in the costs of the arbitration.
- 13.6 The cost of the arbitrators is not limited to those set forth under the Arbitration Act of Ontario and the arbitrators shall be able to charge their usual professional charges.

Section 14 – General

Notwithstanding anything in this agreement, neither party shall be in default with respect to the performance of any of the terms of this agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, act of God, government regulations or controls, inability to obtain any material or service or any cause beyond the reasonable control of the party.

The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved assigns. If any provision, clause or part of this agreement or the application of this agreement under certain circumstances, is held by a court or tribunal of competent jurisdiction to be invalid, the remainder of the agreement, or the application of that provision, clause or part under other circumstances shall not be affected.

In Witness Whereof the Corporate Seals of each of the parties hereto have been affixed duly attested by the respective officers authorized in that behalf.

The Corporation of the Town of Minto

Per _____
Mayor

Per _____
Clerk

Date _____

The Corporation of the Municipality of West Grey

Per _____
Mayor

Per _____
Clerk

Date _____

Schedule 'A' to the Boundary Road Agreement

Part 'A' - Minto Responsibilities

The Town of Minto agrees to operate, maintain, renew, insure and administer for routine and winter maintenance only:

Road Section	Maintenance Class	Minto Road ID	West Grey Road ID
Minto-Normanby Townline from Grey Road 10 to West Grey Sideroad 25 approx 8.1km	4	5, 6	3660,3650, 3645,3115
Minto Pines Road from Highway 89 to Highway 89 approx 0.9km	4	46	3640
Pike Lake Road from Highway 89, South to Boundary approx. 0.15km	4	N/A	3635

Covering a total distance of approx. 9.15 km.

Part 'B' - West Grey Responsibilities

The Municipality of West Grey agrees to operate, maintain, renew, insure and administer for routine and winter maintenance only:

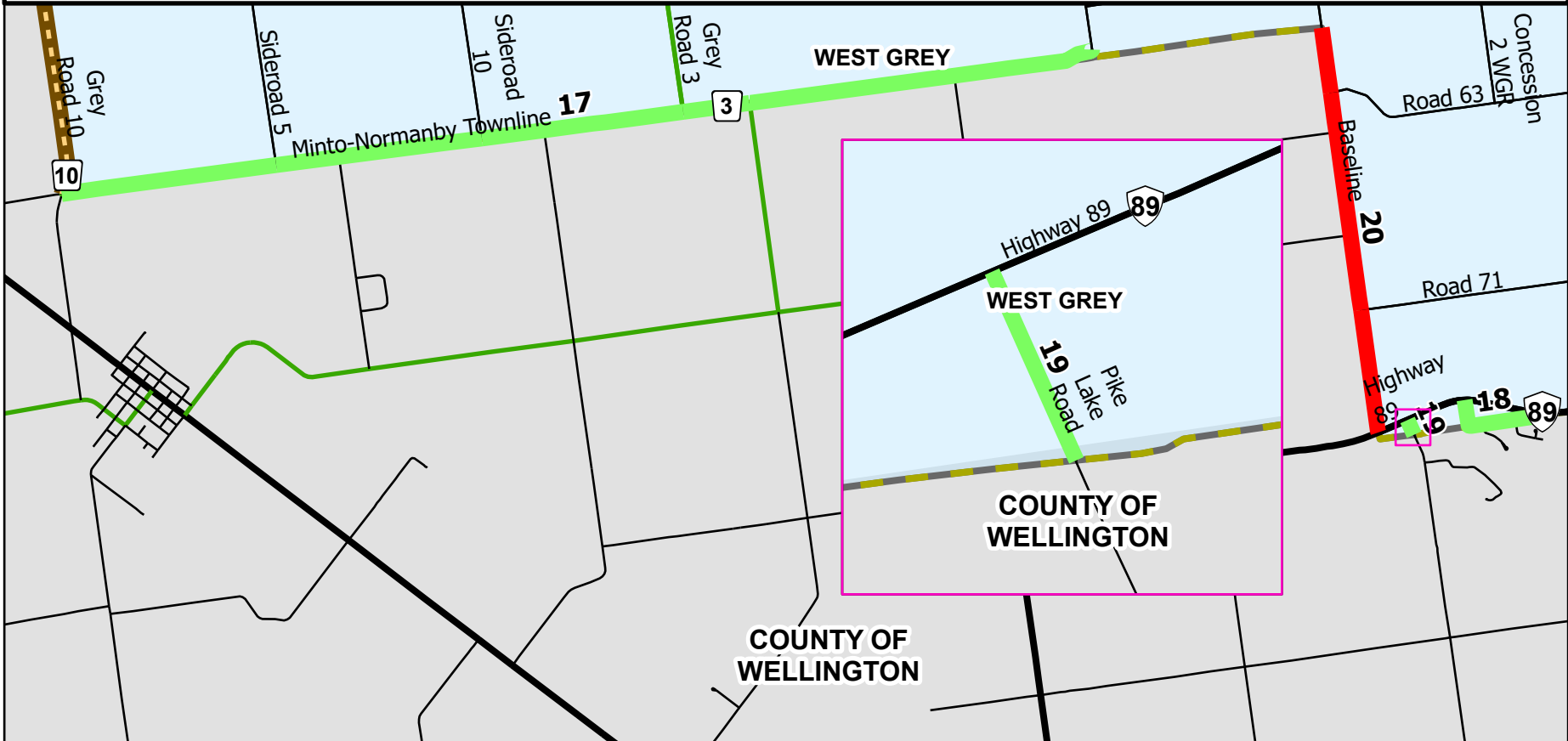
Road Section	Maintenance Class	Minto Road ID	West Grey Road ID
Baseline Road from 550m South of West Grey Concession 4 to Highway 89 approx. 4km	4	47	3165-C, 3165-D, 3160

Covering a total distance of approx. 4 km.

Boundary Road Agreement Map
(See attached)

Schedule A

West Grey - Minto Boundary Road Agreement



ID	ScheduleInfo	Minto Road ID	West Grey Road ID	Length (km)
17	Minto-Normanby Townline from Grey Road 10 to West Grey Sideroad 25	5, 6	3660, 3650, 3645, 3115	10.3
18	Minto Pines Road from Highway 89 to Highway 89	46	3640	0.94
19	Pike Lake Road from Highway 89, South to Boundary		3635	0.16
20	Baseline Road from 550m South of West Grey Concession 4 to Highway 89	47	3165-C, 3165-D, 3160	4.04

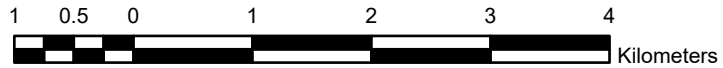
Legend

- West Grey Responsibility
- Minto Responsibility
- Grey County Responsibility
- MTO Highway
- County Road
- Municipal Road
- Municipal Boundary

Total Length of Roads
Minto Part A - 11.40 km
West Grey Part B - 4.04 km



Map Date: 2024-01-16 4:53 PM
 Map Creator: Grey County GIS
 Projection: NAD 1983 UTM Zone 17N



Schedule 'B' to the Boundary Road Agreement

Winter Level of Service

Both parties agree to maintain the road equal to or greater than O. Reg. 239/02, as amended, from time to time save and except the issuance of 'Significant Weather Event' as described or amended under O. Reg. 239/02.