BY-LAW NUMBER 15-38

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Being a By-Law to establish a Road Boundary Agreement between the the Corporation of the Township of Clearview and the Corporation of the Township of Mulmur

WHEREAS Section 29 and 29.1 of the Municipal Act, 2001, S.O. 2001, c. 25 (The Municipal Act) provides, inter alia, that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement by 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;

AND WHEREAS Ontario Regulation 239/02 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;

AND WHEREAS those highways described in Schedule "A" to this Agreement touch upon the road allowances of the Parties hereto and each has agreed that they shall be maintained in accordance with the Minimum Maintenance Standards for Municipal Highways by the Parties in accordance with the designation of responsibility for maintenance and repair as allocated in Schedule "A";

And Whereas it is deemed expedient and in the interests of the Corporation of the Township of Clearview to enter into an agreement with the Corporation of the Township of Mulmur for a road boundary agreement.

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:

1. That Schedule "A" form part of this by-law.

2. That the Mayor/County Councillor and Clerk be authorized to execute the agreement on behalf of the Township of Clearview

3. That this By-Law shall come into force and effect on the date of final passing thereof.

By-Law Number 15-38 read a first, second and third time and finally passed this 11th day of May, 2015.

MAYOR/COUNTY COUNCILLOR

DIRECTOR OF LEGISLATIVE SERVICES/CLERK

BOUNDARY ROAD AGREEMENT
THIS AGREEMENT made this 30 th day of May 2015

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW
(Hereinafter called **"Clearview"**)

of the First Part:

AND

THE CORPORATION OF THE TOWNSHIP OF MULMUR
(Hereinafter called **"Mulmur"**)

OF THE SECOND PART:

(Clearview and Mulmur are hereinafter collectively called the**"Parties")**

WHEREAS Section 29 and 29.1 of the Municipal Act, 2001, S.O. 2001, c. 25 (The Municipal Act) provides, inter alia, that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement by 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;

AND WHEREAS Ontario Regulation 239/02 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;

AND WHEREAS those highways described in Schedule "A" to this Agreement touch upon the road allowances of the Parties hereto and each has agreed that they shall be maintained in accordance with the Minimum Maintenance Standards for Municipal Highways by the Parties in accordance with the designation of responsibility for maintenance and repair as allocated in Schedule "A";

NOW THEREFORE in consideration of the covenants herein contained, and other good and valuable consideration, the Parties hereto covenant and agree as follows:

1. The parties hereto acknowledge and declare that the foregoing recitals are true and incorporate them as terms of this Agreement.

2. **Definitions**

"Capital Improvements" means any repair or improvement that is not routine or normal maintenance, including but not limited to the reconstruction of the traveled portion of the road, surfacing of the entire length of the road subject to Agreement, bridge replacement or reconstruction, culvert replacement where the culvert exceeds 600 mm in diameter, or the installation of new or expanded drainage

systems. Emergency or non-emergency Capital Improvements only apply to townline road allowances.

"Summer Maintenance" means all routine patrolling and usual highway maintenance including inspection, repair, and replacement related to signs, vegetation control, road and roadside drainage, entrances and entrance culverts, dust control, road surfacing, road stability, and grading, only on the highways described in Schedule A under "summer maintenance."

"Minimum Maintenance Standards" mean those standards established by Ontario Regulation 239/02, as amended, pursuant to Section 44 of the Municipal Act, 2001

"Winter Maintenance" means all usual snow ploughing, application of sand and/or salt mixture, sign maintenance, snow removal where necessary, routine patrolling and other normal winter maintenance and such winter maintenance shall generally occur from October 31st to April 30th in each calendar year.

3. Highways Subject to this By-Law

The highways described in Schedule "A", attached hereto are subject to the application of this By-Law

4. Maintenance Responsibility : Allocation

Each party shall maintain the roads as allocated in Schedule "A" attached hereto.

5. Maintenance: Standards

The parties shall provide maintenance as defined herein and in accordance the Minimum Maintenance Standards imposed by Ontario Regulation 239/02 as amended and the applicable standard for each highway shall be set out in Schedule "A"

6. Capital Improvement

(1) Where one of the parties deems it advisable to make capital improvements to a boundary highway or deems it necessary to make capital improvements to satisfy the Minimum Maintenance Standards, the party proposing the non-emergency capital improvements shall submit to the other party on or before October 31 for consideration in next year's budget, the plans and a summary of the costs to each municipality for the proposed improvements. All capital costs on the common townline shall be shared at a rate of 50% per municipality. Emergency capital project costs deemed necessary by the road authority or the municipal engineer, shall be promptly submitted and costs will be shared within the current year.

(2) A party receiving a proposal pursuant to subsection (1) shall provide a response to the proposal in writing within 60 days
   (i) Fully approving the plans and costs: or
   (ii) Approving of the plans and costs in part and setting out proposed modifications to the plan and costs which are necessary for full approval:
   (iii) Withholding approval of the plans and costs

(3) Where approval is received under subsection (2)(i) the party proposing the improvements is authorized to proceed and both parties shall pay the costs as allocated in the proposal.

(4) Where a response pursuant to subsection (2)(ii) or (2)(iii) is received the party proposing the improvements may modify the plans and costs in consultation with the party and enter into an agreement as is needed to obtain a full approval under subsection (2)(i).

(5) Where full approval pursuant to subsection (2)(i) or (4) is not received within 90 days of a submission pursuant to section (1), the matter shall be arbitrated pursuant to the Municipal Act.

7. Liability

The Parties acknowledge and agree that, upon execution of this Agreement, the Parties shall have jurisdiction over those portions of the boundary roads as more particularly set out in Schedule "A" and shall maintain and repair the highways in accordance with the maintenance obligations assigned therein. The party to which such jurisdiction has been assigned shall be liable for any damages that arise from failure to keep the highways in repair and, to the extent that such obligations have been assigned in accordance with this Agreement, the other municipality shall be relieved from all liability in respect to the repair of such part as provided is Subsection 29.1(2) of the Municipal Act, 2001.

8. Indemnification

Each party hereby indemnifies and saves harmless the other party from and against all liability, losses, damages or costs whatsoever which may arise either directly or indirectly by reason of any act, neglect or refusal of such party, it servants, employees, contractors and agents done in performance or partial performance or the failure to perform and carry out any obligation imposed or assumed pursuant to this Agreement, save and except road allowances that are not boundary roads. The municipality performing winter maintenance on non-boundary roads are only responsible for liability issues with regards to winter maintenance.

9. Obligation to Insure

(1) Policy of Insurance - Each party shall maintain a policy of insurance that includes coverage for roads under its jurisdiction, including roads covered by this Agreement for which jurisdiction is revolving and insuring for the joint benefit of both parties, against any liability that may arise out of the construction

or installation of any work to be performed pursuant to this Agreement

(2) Comprehensive General Liability - Such policy shall carry limits of liability no less than $5,000,000.00

(3) Claim in Excess of Policy Limits - The existence of the required Policy of Insurance shall not be construed as relieving either Party from responsibility for other or larger claims, if any, and for which it may be held responsible.

10. 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 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.

11. Term and Termination

The initial term of this Agreement shall extend from the date of execution until May 31, 2025 and shall be deemed to continue on an annual basis thereafter. Either of the Parties may advise the other in writing within a sixty (60) day period that it has elected to unilaterally terminate this Agreement at which time this Agreement shall be deemed to be at an end save and except for any liability and insurance obligations that may have arisen through events that occurred prior to the date of termination.

12. Other Document

Each of the Parties agrees to sign such further and other documents, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

13. Severability

If any of the provisions of this Agreement are found by a Court of competent jurisdiction to be unenforceable it shall not affect the enforceability of each and every other clause contained here.

14.30-Interpretation

Provided that the necessary grammatical changes required to make the provisions of this Agreement apply to corporations or individuals, males or females, singular or plural, in all cases will be assumed as though in each case fully expressed. And that all covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Municipality shall be equally secured to and exercisable by it successors and assigns as the case may be.

And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Parties, shall be equally binding upon his, her, its, or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

IN WITNESS WHEREOF the Parties by signing officers duly authorized in that regard have hereunto affixed their hand and seals of the said Corporations.

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Mayor / County Councillor

Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF MULMUR

Mayor

Clerk

We have authority to bind the Corporation

THE GOVERNOR OF SHEMOT
OLAYIWO

SCHEDULE "A"

SUMMER MAINTENANCE:

The Township of Mulmur shall maintain the road allowance from the Mulmur - Melancthon Townline easterly for a distance of 4.0 kilometers ending at the Second Line East Mulmur (Concession 6 Clearview).

The Township of Clearview shall maintain the road allowance between the second Line East Mulmur (Concession 6 Clearview) easterly for a distance of 2.1 kilometers ending at Collingwood St - Clearview (fourth line -Mulmur).

The Township of Mulmur shall maintain the road allowance between Collingwood St Clearview (fourth line - Mulmur) easterly for a distance of 1.7 kilometers ending at Concession 3 Nottawasaga.

The Township of Clearview shall maintain the road allowance between Concession 3 Nottawasaga –Clearview easterly for a distance of 3.9 kilometers ending at Centre Line Rd Clearview (Mulmur-Tosorontio Townline).

WINTER MAINTENANCE:

The Township of Mulmur shall maintain the road allowance from Mulmur - Melancthon Townline easterly for a distance of 500 meters. (Winter Turn Around)

The Township of Mulmur shall maintain the road allowance known as (Concession 10 – Clearview) northerly for a distance of 1.1 kilometers. (Winter Turn Around)

The Township of Mulmur shall maintain the road allowance from Second Line West - Mulmur (Concession 10- Clearview) easterly for a distance of 2.7 kilometers ending at Centre Road-Mulmur (Lavender Hill Rd-Clearview).

The Township of Clearview shall maintain the road allowance from Lavender Hill Rd - Clearview (Centre Road-Mulmur) easterly for a distance of 3.8 kilometers ending at Third Line - Mulmur (Concession 5 – Clearview).

The Township of Clearview shall maintain the road allowance known as First Line East - Mulmur southerly for a distance of 400 meters. (Winter Turn Around)

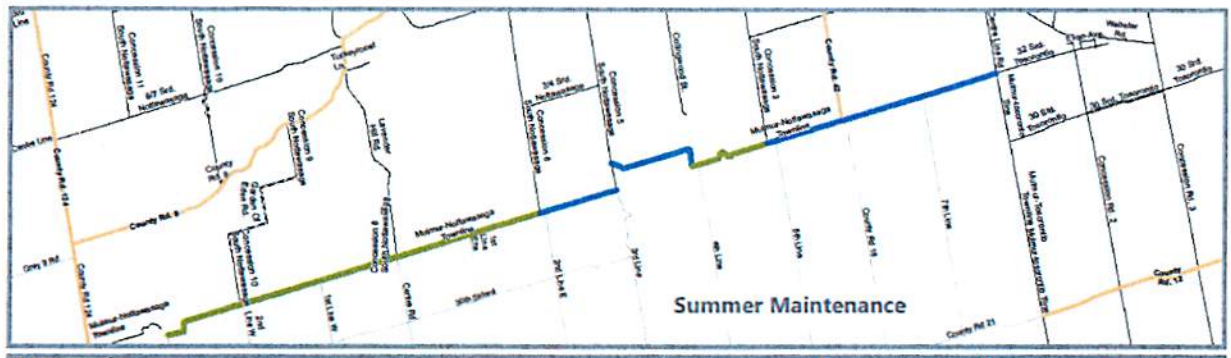
The Township of Clearview shall maintain the road allowance from Concession 5 - Clearview easterly for a distance of 300 meters. (Winter Turn Around)

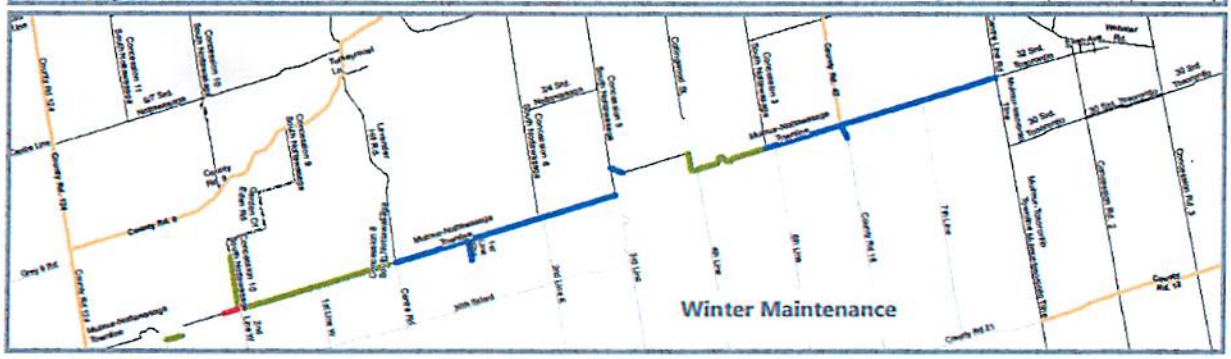
The Township of Mulmur shall maintain the road allowance known as Collingwood St – Clearview northerly for a distance of 300 meters (Winter Turn Around)

The Township of Mulmur shall maintain the road allowance from Collingwood St – Clearview easterly for a distance of 1.5 kilometers ending at Concession 3- Clearview.

The Township of Clearview shall maintain the road allowance from Concession 3 – Clearview easterly for a distance of 3.9 kilometers ending at Centre Line Road – Clearview (Mulmur-Tosoronto Townline).

The Township of Clearview shall maintain the road allowance known as Banda Road southerly for a distance of 300 meters to Dufferin County Road 18.





Clearview / Mulmur Roads Maintenance

- Maintained by Clearview Twp.
- Maintained by Mulmur Twp.
- By Agreement By-Law 13-54

- Provincial Highway
- County Road
- Local Road
- Local - Seasonal
- Private Road
- Unassumed Road
- Unopened Road
- 911 Water Access

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