

BOUNDARY ROAD AGREEMENT

THIS BOUNDARY ROAD AGREEMENT made this ____ day of _____, 2021

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
(hereinafter called "Guelph/Eramosa")

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH
(hereinafter called "Woolwich")

PARTY OF THE SECOND PART

W H E R E A S:

- A. WHEREAS Guelph/Eramosa and Woolwich have joint jurisdiction over the highways forming part of the boundary between Guelph/Eramosa and Woolwich shown in bold in Schedule "A", Schedule "B", and Schedule "C", attached to this Agreement (the "Townline");
- B. WHEREAS Woolwich has sole jurisdiction over the highway being the section of Side Road 16 between Regional Road 86 and Splint Road, shown in bold in Schedule "B" attached to this Agreement;
- C. AND WHEREAS, pursuant to s. 29.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the "Act"), municipalities having joint jurisdiction over a boundary line highway may 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;
- D. AND WHEREAS, s. 19 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, permits a municipality to provide a municipal system or services in an area located in another municipality, subject to certain conditions, including the consent of the other municipality with jurisdiction to provide the services in the subject area;
- E. AND WHEREAS Guelph/Eramosa and Woolwich are adjoining municipalities and are desirous of entering into an agreement for the maintenance and apportioning of liability from any loss or damage arising from the lack of repair of the Townline including all shared bridges, culverts, guiderails, traffic control devices, pavement marking, traffic signing and trees thereon;
- F. AND WHEREAS the Guelph/Eramosa and Woolwich are committed to cooperatively making decisions on capital works on the Townline shared by Guelph/Eramosa and Woolwich through an open, transparent, collaborative and consensus-building process.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

Road Maintenance

- 1. Guelph/Eramosa hereby covenants and agrees to provide road maintenance services to meet or exceed standards defined by *Minimum Maintenance Standards For Municipal Highways*, O. Reg. 239/02, as amended, issued pursuant to the Act, (the "Regulation") for services listed in Schedule "D" hereto (the "Maintenance Services") on that portion of Townline being the section of Woolwich-Guelph Townline between Victoria Street North (Hwy 7) and Lerch Road (Township Road 76), as illustrated on Schedule "A" (the "Guelph/Eramosa Section A") for a period of ten (10) years from the 1st day of XXXX, 2021 to the 31st day of XXXXX, 2031.
- 2. Woolwich hereby covenants and agrees to provide road maintenance services to meet or exceed standards defined by *Minimum Maintenance Standards For Municipal Highways*, O. Reg. 239/02,

as amended, issued pursuant to the Act, (the "Regulation") for services listed in Schedule "D" hereto (the "Maintenance Services") on that portion of Townline being the section of Woolwich-Guelph Townline between St. Charles Street East (Regional Road 30) and Victoria Street North (Hwy 7), as illustrated on Schedule "A" (the "Woolwich Section A") for a period of ten (10) years from the 1st day of XXXX, 2021 to the 31st day of XXXXX, 2031.

3. Woolwich hereby covenants and agrees to provide road maintenance services to meet or exceed standards defined by *Minimum Maintenance Standards For Municipal Highways*, O. Reg. 239/02, as amended, issued pursuant to the Act, (the "Regulation") for services listed in Schedule "D" hereto (the "Maintenance Services") on that portion of Townline being the approximately 360m section of Crowsfoot Road between St. Charles Street East and the Guelph/Eramosa / Woolwich Township boundary, as illustrated on Schedule "B" (the "Woolwich Section B") for a period of ten (10) years from the 1st day of XXXX, 2021 to the 31st day of XXXXX, 2031.
4. Guelph/Eramosa hereby covenants and agrees to provide road maintenance services to meet or exceed standards defined by *Minimum Maintenance Standards For Municipal Highways*, O. Reg. 239/02, as amended, issued pursuant to the Act, (the "Regulation") for services listed in Schedule "D" hereto (the "Maintenance Services") on that portion of Townline being the section of Crowsfoot Road between St. Charles Street East and Aris Valley Road, as illustrated on Schedule "B" ("Guelph/Eramosa Section B") for a period of ten (10) years from the 1st day of XXXX, 2021 to the 31st day of XXXX, 2031.
5. Guelph/Eramosa hereby covenants and agrees to provide road maintenance services to meet or exceed standards defined by *Minimum Maintenance Standards For Municipal Highways*, O. Reg. 239/02, as amended, issued pursuant to the Act, (the "Regulation") for services listed in Schedule "D" hereto (the "Maintenance Services") on Splint Road ("Guelph/Eramosa Section C") for a period of ten (10) years from the 1st day of XXXX, 2021 to the 31st day of XXXX, 2031.
6. Guelph/Eramosa hereby covenants and agrees to provide road maintenance services to meet or exceed standards defined by *Minimum Maintenance Standards For Municipal Highways*, O. Reg. 239/02, as amended, issued pursuant to the Act, (the "Regulation") for services listed in Schedule "D" hereto (the "Maintenance Services") on Side Road 16 ("Guelph/Eramosa Section D") for a period of ten (10) years from the 1st day of XXXX, 2021 to the 31st day of XXXX, 2031.
7. Woolwich hereby covenants and agrees to provide road maintenance services to meet or exceed standards defined by *Minimum Maintenance Standards For Municipal Highways*, O. Reg. 239/02, as amended, issued pursuant to the Act, (the "Regulation") for services listed in Schedule "D" hereto (the "Maintenance Services") on that portion of Townline being the section of Pine Creek Road (Township Road 64A), as illustrated on Schedule "C" (the "Woolwich Section C") for a period of ten (10) years from the 1st day of XXXX, 2021 to the 31st day of XXXXX, 2031.
8. The parties hereby covenant and agree to pay all costs associated with their respective obligations as set out in paragraphs 1-7.
- 9(a) Each party shall at their own respective expense, during the entire term of this agreement, provide and keep in force for the benefit of each other party a comprehensive general liability insurance policy in an amount of not less than five million dollars (\$5,000,000.00) including providing coverage for bodily injury, death and property damage in connection with the obligations set out in paragraphs 1-7, naming the other party as an additional insured. The policy shall provide for cross liability between the insured and a waiver of subrogation over against the named insured and a provision that the insurance may not be cancelled without thirty (30) days prior written notice to the named insured.
- (b) Each party shall furnish to the other party upon execution of this Agreement, copies of a certificate of insurance, showing that it has complied with the provisions of paragraph 9(a) above. Each party shall maintain such insurance in full force and effect during the entire term of this Agreement and shall not change its insurance arrangements without thirty (30) days prior written notice to the other party.
10. Woolwich shall have exclusive liability for the Woolwich Sections A, B, and C and shall be exclusively liable for damages incurred by reason of neglect to maintain and keep the same in repair, and Guelph/Eramosa shall be relieved, indemnified and held harmless by Woolwich from all liabilities in respect of the Woolwich Sections maintenance and repair, or any omissions thereof.
11. Guelph/Eramosa shall have exclusive liability for the Guelph/Eramosa Sections A, B, C, and D, and shall be exclusively liable for damages incurred by reason of neglect to maintain and keep the same in repair, and Woolwich shall be relieved, indemnified and held harmless by Guelph/Eramosa from all liabilities in respect of Guelph/Eramosa Section's maintenance and repair, or any omissions thereof.
12. During the currency of this Agreement, either Guelph/Eramosa or Woolwich shall have the right to call a joint meeting for the consideration of the construction, maintenance or repair of any portion of the said road which is unsatisfactory to Guelph/Eramosa and/or Woolwich.

Bridge Maintenance

13. A bridge is to be referred to as road structure with a span of 3 metres or greater in the direction of travel. Bridges are geographically depicted with red dots in their approximate location on Schedule 'A'.
14. The municipality that is responsible for a section of road's maintenance (the "Lead Municipality") is also responsible for bridge maintenance on that section such as railing repair, deck washing, minor repair, and safe condition.
15. The Lead Municipality is also responsible for ensuring the bridges are to be inspected in accordance with Ontario Regulation 104/97 Standards for Bridges.
16. Copies of the inspection reports that are completed in accordance with Ontario Regulation 104/97 Standards for Bridges on the Townline road are to be shared with the adjoining municipality within 30 days of completion of the report.

Capital Works

17. On or before June 30th of each calendar year, Guelph/Eramosa and Woolwich agree to provide each other with a three (3) year capital forecast for capital works on the road segments identified on Schedule "A", Schedule "B", and Schedule "C", including cost estimates for budgetary purposes, needs justification, and the basis for the cost estimates. The cost of all agreed upon capital works, including but not necessarily limited to, Class Environmental Assessments, legal survey, geotechnical investigation, heritage assessments, design, approvals, contract administration, and construction on the section of the Townline shown in Schedule "A", Schedule "B", and Schedule "C" will be equally shared by both parties. Capital Costs identified for Side Road 16, in Schedule "B", Guelph/Eramosa Section 'D', are 100% the Township of Woolwich. A list of items eligible for equal cost sharing is presented in Schedule 'E' and is referred to herein as "Capital Works".

Within 30 calendar days of capital budget approval, Guelph/Eramosa shall provide written notification to Woolwich confirming capital budget status of their proposed boundary road Capital Works. Likewise, within 30 calendar days of capital budget approval, Woolwich shall provide written notification to Guelph/Eramosa confirming capital budget status of their respective boundary road Capital Works.

18. Guelph/Eramosa and Woolwich agree that the costs listed in Schedule 'F' are ineligible for cost sharing.
19. Guelph/Eramosa and Woolwich agree that decisions regarding Capital Works will be made through collaboration and consensus between the two municipalities recognizing that ultimately Council approval will be required at certain junctures in the process. Furthermore, Guelph/Eramosa and Woolwich agree a Community Engagement Strategy shall be prepared, endorsed and implemented by the lead municipality which ensures residents and businesses in both municipalities are engaged in the consultation process for Capital Works.
20. Prior to the implementation of any Capital Works, Guelph/Eramosa and Woolwich agree that the Lead Municipality shall submit a work plan and cost estimate for each project phase to the other party for review and approval, which approval may not be unreasonably withheld by the partner municipality. Guelph/Eramosa and Woolwich agree that any changes to the mutually agreed upon project scope shall be presented by the Lead Municipality to the partner municipality prior to commencement of additions to the Capital Works. The partner municipality shall provide written concurrence of the project scope change and any adjustments to the agreed-upon project budget.

Other

21. Either party may terminate this agreement upon 180 days written notice to the other party, but each party shall remain responsible for any capital works committed to prior to giving notice even if invoices for such works extend past the termination date.
22. This Agreement shall automatically renew on XXXX, 2031, for a further 5 year term, and indefinitely on every 5th anniversary thereafter unless terminated by either party in accordance with Section 21. Should neither party exercise their right of termination this agreement will automatically renew for a period of five (5) years
23. If Guelph/Eramosa and Woolwich are unable to agree on any matter arising out of this Agreement, or the carrying into effect thereof, such difference shall be determined by arbitration pursuant to the *Municipal Arbitrations Act*, R.S.O. 1990, c. M.48, as amended, upon an application by either the Guelph/Eramosa or Woolwich.
24. The by-laws authorizing this Agreement shall be registered by each party in its respective land registry office.
25. This Agreement shall be effective from the date of execution of this Agreement.

26. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed by their respective officers which are duly authorized, as of the date first above written.

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
Per:

Chris White, Mayor

Amanda Knight, Clerk

We have authority to bind the Corporation

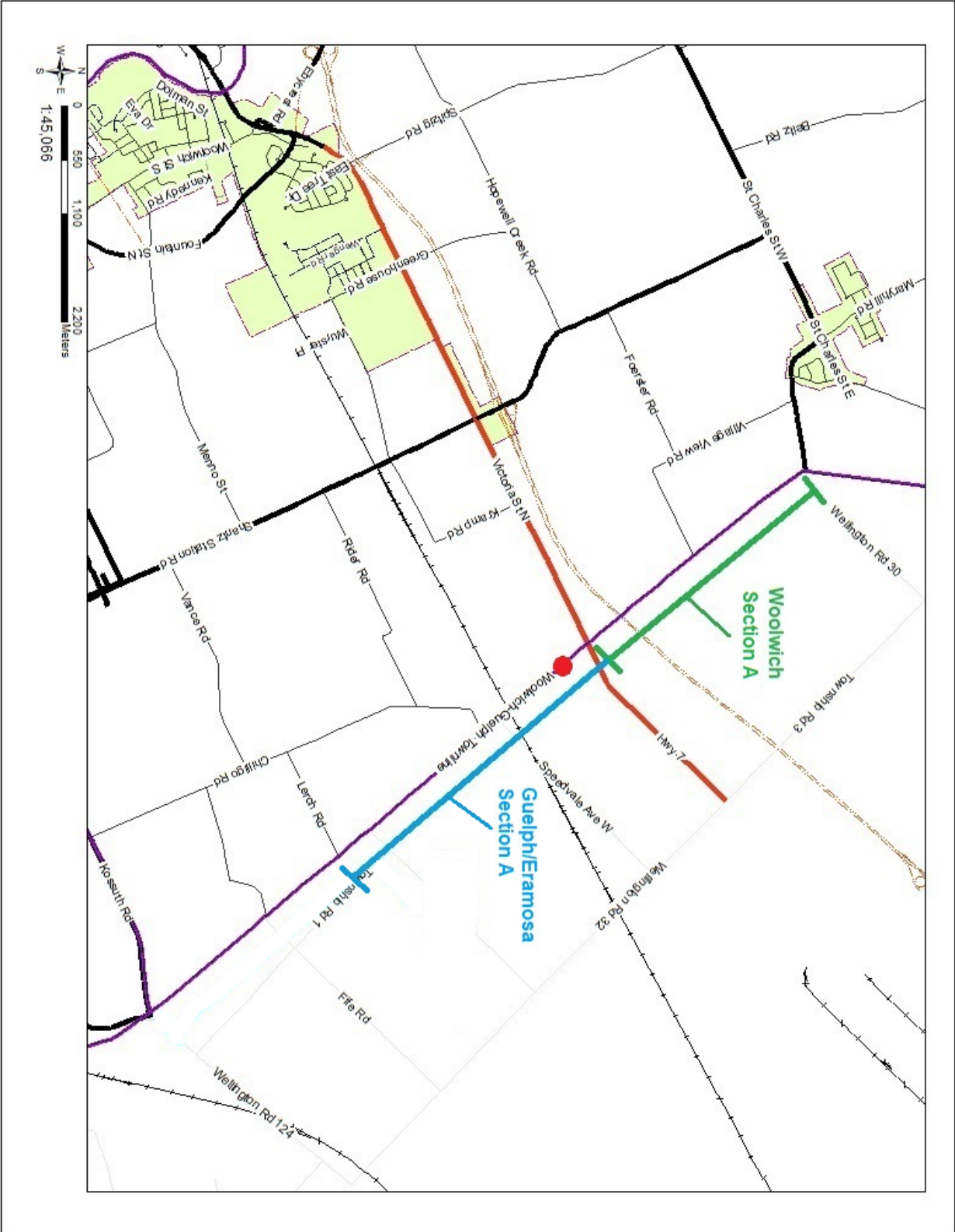
THE CORPORATION OF THE TOWNSHIP OF WOOLWICH
Per:

Sandy Shantz, Mayor

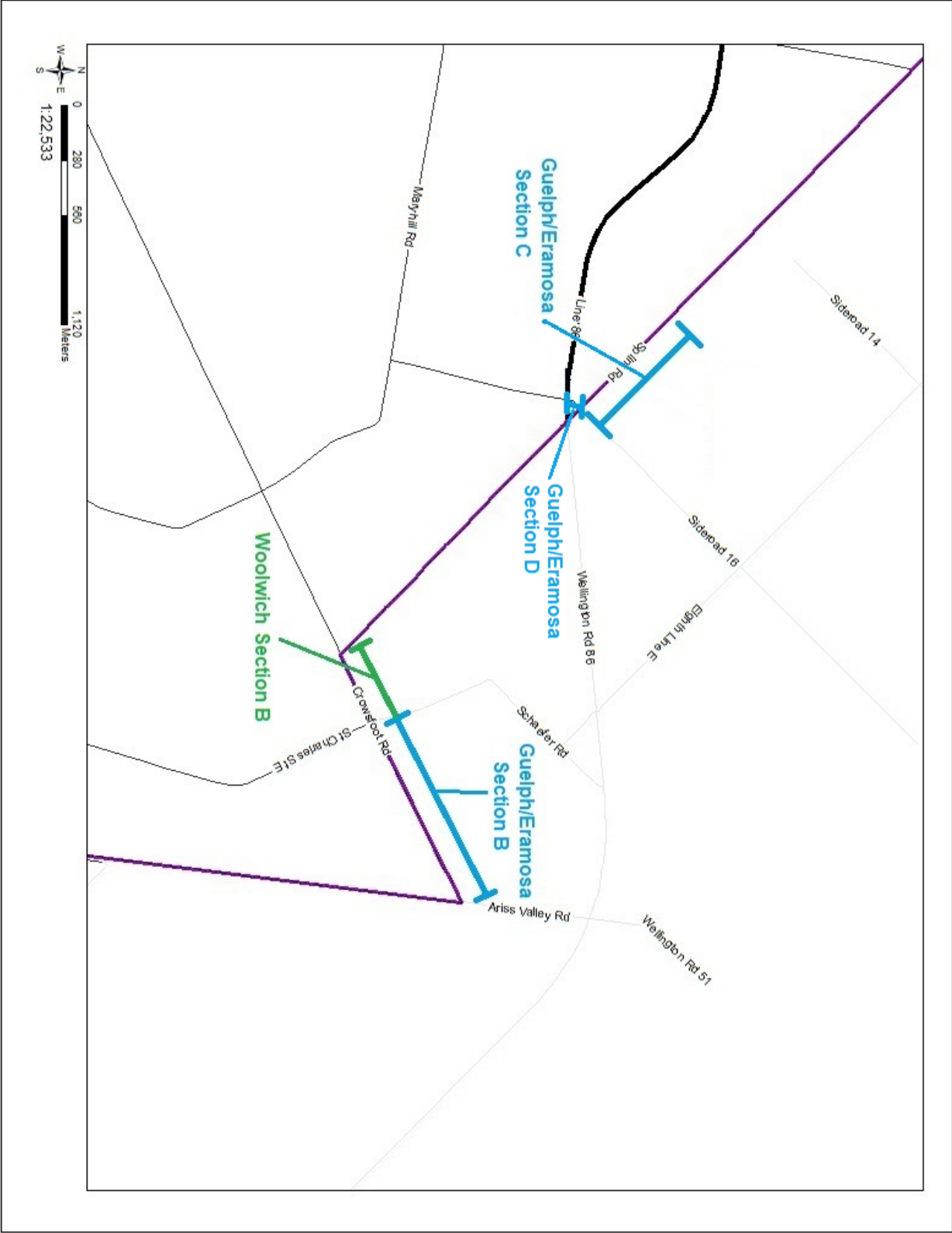
Valerie Hummel, Clerk

We have authority to bind the Corporation

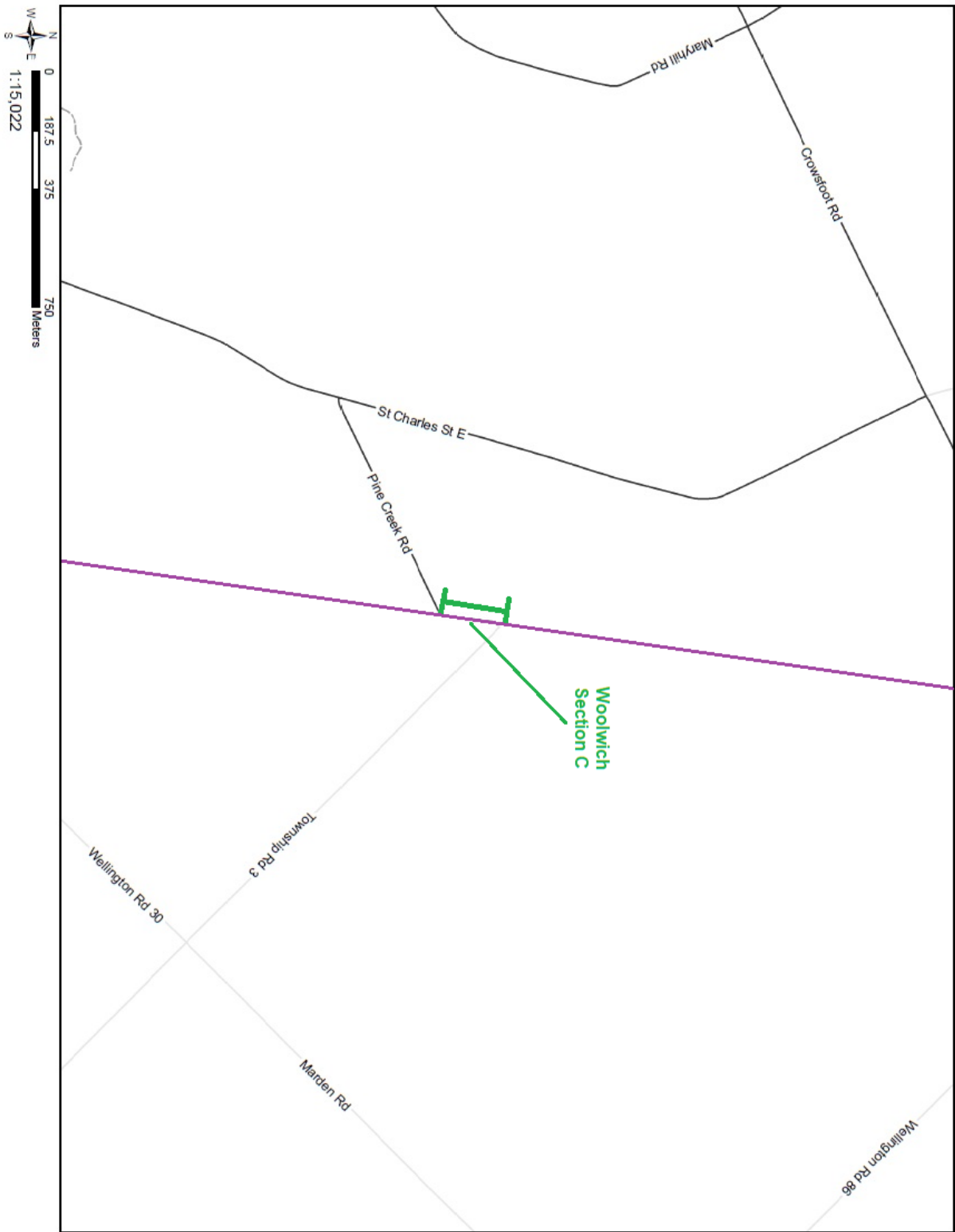
SCHEDULE "A"



SCHEDULE "B"



SCHEDULE "C"



SCHEDULE “D”

Description of Maintenance Services

- Routine Road Patrols
- Winter Maintenance Patrols
- Snow Plowing/Sanding/Salting
- Ice Blading
- Maintenance Gravel
- Ditching
- Dust Control
- Driveway entrance permitting and approvals
- Road crossing culverts that are less than 3.0m in span
- Signs
- Roadside Grass Mowing
- Tree Removal/Trimming
- Grading
- Shouldering

SCHEDULE “E”

Eligible Items for Cost Sharing

The following items are eligible for cost sharing:

Municipal Class Environmental Assessment

- Notice of Commencement
- Determination of Class of EA
- Identify Alternate Solutions
- Pre-Engineering field survey work
- Legal Survey Work
- Preliminary Design Development - Prepare Alternative Design Concepts for Preferred Solution
- Natural Environmental Features Review
- Archaeological Assessments
- Geotechnical Investigations
- Engage Stakeholders including Ministry of Natural Resources and Forestry (MNRF), Grand River Conservation Authority (GRCA), First Nations and Metis, and community interest groups.
- Cultural Heritage Evaluation Report/Heritage Impact Assessment
- Public Information Centres
- Environmental Study Report/Project File Report
- Notice of Completion

Permits and Approvals

- Applications for necessary permits and approvals from regulatory agencies

Contract Documents

- Development of Construction Design Drawings and Specifications
- Environmental Species at Risk Mitigation
- Final Design Drawing and Construction Specifications
- Tender Preparation

Construction

- Construction
- Contract Administration and Inspection

General for Construction, Detailed Design, and Municipal Class Environmental Assessments

- Condition Assessments
- Load Testing
- Feasibility Studies
- Land Acquisition or Leasing
- Temporary or Permanent Utility Relocation
- Vehicle/equipment rentals
- Applicable Consulting Services

SCHEDULE “F”

Ineligible Items for Cost Sharing

The following items are ineligible for cost sharing:

- Staff time
- Meals