

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2024-26

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE COUNTY OF GREY. (Boundary Road Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and the County of Grey, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13th day of June, 2024.

Original signed by:

Darren White, Warden

Original signed by:

Michelle Dunne, Clerk



For a full copy of the agreement, please contact the Clerk's department.

BOUNDARY ROAD AGREEMENT

THIS AGREEMENT made this 10 day of May, 2024.

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN

Hereinafter referred to as "Dufferin County"

- and -

THE CORPORATION OF THE COUNTY OF GREY

Hereinafter referred to as "Grey County"

WHEREAS Sections 20, 29, 29.1 and 52 of the Municipal Act, 2001, (the "Act") make provision for agreements between adjoining municipalities for the maintenance and repair of any highway forming the boundary between such municipalities, including the culverts thereon;

AND WHEREAS portions of a highway as particularly described herein comprise a shared boundary road between Dufferin County and Grey County (the "Road");

AND WHEREAS both parties wish for Grey County to provide year-round oversight, maintenance, and repair on the Road;

AND WHEREAS the parties wish to agree on a manner in which capital upgrades of the Road shall be completed;

AND WHEREAS the parties wish to share the costs equally for both maintenance and capital projects;

NOW, THEREFORE, THIS AGREEMENT WITNESSTH THAT, in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

1. Definitions

- 1.1 "Agreement" means this Agreement, Schedules, and all instruments amending it;
- 1.2 "Road" means the portion of the highway forming the boundary between Grey County and Dufferin County, described as that portion of the County Boundary Line between the Municipality of Grey Highlands (on the north side) in the County of Grey and the Township of Melancthon (on the south side), in the County of Dufferin, which will be known as Grey Road 9, a total distance of approximately 3.2 kilometres. More specifically, it begins at the easterly limit of lot 230, concession 9 of Melancthon Township, running easterly to the intersection with the Township of Melancthon 5th Line.
- 1.3 "Road Maintenance" means all road maintenance work activities pertaining to the Counties' responsibility in meeting the Minimum Maintenance Standards as set out in Ontario Regulation 239/02 of the Highway Traffic Act. Additionally, Under Section 44 of the *Municipal Act*, 2001, a municipality is required to keep a highway in a state of repair that is reasonable in the circumstances, including the character and location of the highway. (Programs exercised normally 365 days of the year in order to maintain the right of ways and infrastructure in a "state of repair").
- 1.4 "Schedule A" means a map showing the geographical location of the Road, attached hereto.
- 1.5 "Schedule B" means a document indicating the annual lump sum payable by Dufferin County to Grey County for maintenance and administrative costs of the road, attached hereto.
- 1.6 "Winter Maintenance" means all winter-based work activities pertaining to the Counties' responsibility in meeting the Minimum Maintenance Standards as set out in Ontario Regulation 239/02 of the Highway Traffic Act.
- 1.7 "Winter Maintenance Season" means the continuous period of time between the fifteenth (15th) day of November and the first (1st) day of April.

2. Term and Termination

- 2.1 This Agreement shall be effective on the date that it is signed by both parties and shall continue until September 30, 2033 (the "Term").
- 2.2 The parties acknowledge that since the previous boundary road agreement expired, which was September 30, 2023, both have continued to act in good faith according to the operating terms of the previous boundary road agreement as if it had been in effect, pending the execution of this Agreement.
- 2.3 The term of the Agreement shall be automatically renewed for successive periods of one year unless one party gives notice of termination as per 2.4.
- 2.4 This Agreement may be terminated by either party during the period of May 1st to August 31st in any year in which this Agreement is current, upon thirty (30) days' written notice.

3. Obligations of Grey County

- 3.1 Grey County shall undertake all Winter Maintenance activities with respect to the Road, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions, during each Winter Maintenance Season throughout the Term of the Agreement.
- 3.2 In addition to the requirements set out in 3.1 above, Grey County shall attend to winter events that occur prior to November 15th and after April 1st until winter events have subsided at the end of each season throughout the Term of this Agreement.
- 3.3 Grey County shall be responsible for all removal of snow beyond the width of the Road and shoulders if required.
- 3.4 Grey County shall be responsible to provide snow blowing services required within the right of way, if deemed necessary by Grey County.
- 3.5 Grey County shall undertake all Road Maintenance activities with respect to the Road, including all routine patrolling and maintenance activities throughout the Term of this Agreement. These maintenance activities could include but are not limited to the drainage maintenance of the Road, including the clearing of ditches, curbs and gutters, catch basins, and storm drains.
- 3.6 Grey County shall be responsible for the surface maintenance of the Road, including but not limited to the repair of potholes, cracks and depressions.

4. Reimbursement

- 4.1 Dufferin County and Grey County shall each be responsible for one half of the total maintenance and administrative costs of the Road.
- 4.2 On or about December 31, 2023, Grey County will invoice Dufferin County for the lump sum amount of \$10,910.00 as defined in Schedule "B" for the entire period of January 1, 2023 – December 31, 2023. The lump sum amount to be invoiced represents approximately 50% of the year-round Road Maintenance costs. Dufferin County shall provide payment to Grey County no later than 30 days from receipt of such invoice.