

THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

BY-LAW NO. 2023-23

A By-law to enter into a Boundary Roads Agreement with the Township of South Stormont.

WHEREAS the roads listed in "Schedule A" and mapped in "Schedule B" are highways, which are on either side of the boundary line between the municipalities (the "Boundary Roads");


AND WHEREAS s. 29 of the *Municipal Act 2001*, S.O. 2001. C. 25 provides that the local municipalities on either side of a boundary line between municipalities have joint jurisdiction over any highways forming the boundary line;

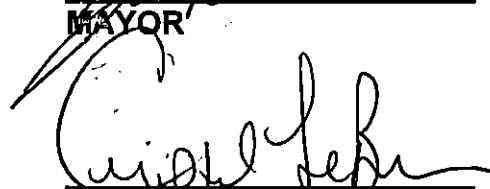
AND WHEREAS the Townships agree to an exchange of services regarding road maintenance, winter maintenance (snowplough), and garbage pick-up in the locations described as referenced in "Schedule A".

NOW THEREFORE the Council of the Corporation of the Municipality of South Dundas enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto as Schedule "A" and "B" forming part of this by-law between the Municipality of South Dundas and the Township of South Stormont for the provision of boundary roads maintenance and construction;
2. That this by-law shall come into full force and effect upon final passing.

READ and passed in open Council, signed, and sealed this 11th day of April 2023.


MAYOR


CLERK

BOUNDARY ROADS AGREEMENT

BETWEEN:

**The Corporation of the Township of South Stormont OF THE FIRST PART
(hereinafter referred to as "The Township")**

AND:

**The Corporation of the Municipality of South Dundas OF THE SECOND PART
(hereinafter referred to as "The Municipality")**

WHEREAS the roads listed in "Schedule A" and mapped in "Schedule B" are highways, which are on either side of the boundary line between the municipalities (the "Boundary Roads");

AND WHEREAS s. 29 of the *Municipal Act 2001*, S.O. 2001. C. 25 provides that the local municipalities on either side of a boundary line between municipalities have joint jurisdiction over any highways forming the boundary line;

AND WHEREAS the Township of South Stormont (Township) and the Municipality of South Dundas (Municipality) agree to an exchange of services regarding road maintenance, winter maintenance (snowplough), and garbage pick-up in the locations described as referenced in "Schedule A".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained hereafter, the parties agree as follows:

1. The responsible Municipality or Township agrees to perform the following services on the Boundary Roads:
 - a. Road surface maintenance, including the repairing of potholes, cracks and depressions; and,
 - b. Drainage maintenance, including the clearing of ditches, catch basins and storm drains.
2. The responsible Municipality or Township agrees to perform the following winter maintenance services on Roads from November 1 to April 30, annually:
 - a. Routine winter road patrol, plowing, and application of anti-icing material; and,
 - b. Notify the other party as soon as practicable of any major road or drainage defects that are observed during patrol that need correcting, i.e., signage deficiencies, washouts, potholes, etc.

3. It is agreed that the standard of service to be provided in paragraph 2 herein shall be pursuant to the most current Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways.

4. In relation to those Boundary Roads where it is identified as the responsible Municipality, the Municipality of South Dundas shall defend, indemnify and save harmless the Township of South Stormont, their elected officials, officers, and employees from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Municipality of South Dundas, their officers, employees, or others who South Dundas is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the applicant in accordance with this agreement and shall survive this agreement.

5. In relation to those Boundary Roads where it is identified as the responsible Township, the Township of South Stormont shall defend, indemnify and save harmless the Municipality of South Dundas, their elected officials, officers, and employees from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Township of South Stormont, their officers, employees, or others who South Stormont is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the applicant in accordance with this agreement and shall survive this agreement.

6. Each party at their own expense within 10 days of execution of this agreement shall obtain and maintain until the termination of the contract:

- a. **Municipal General Liability Insurance** issued on an occurrence basis for an amount of not less than \$25,000,000 per occurrence / \$25,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

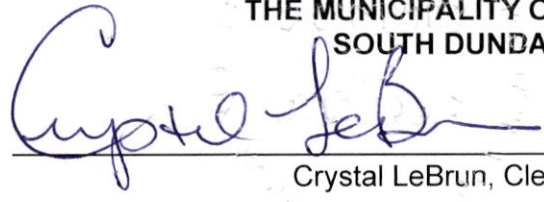
Corporation of the Township of South Stormont shall add the Corporation of the Municipality of South Dundas as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Corporation of the Municipality of South Dundas shall add the Corporation of the Township of South Stormont as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township

April 27, 2023
Date

April 27, 2023
Date


Jason Broad, Mayor

THE CORPORATION OF
THE MUNICIPALITY OF
SOUTH DUNDAS

Crystal LeBrun, Clerk

Date

Date

- b. **Automobile Liability Insurance** with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$25,000,000 inclusive for each and every loss.
- c. **Environmental Impairment Liability** with a limit of not less than \$2,500,000 per claim / \$5,000,000 annual aggregate. Coverage shall include Gradual cover and shall not be limited to Sudden and Accidental and shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such coverage is written on a claims made basis, such policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this agreement.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the Additional Insured shall bear no cost towards such deductible.

7. Each party shall provide evidence of WSIB or its equivalent.

8. Each party are responsible to keep their property / assets insured - failure to do so shall not impose any liability on the other party.

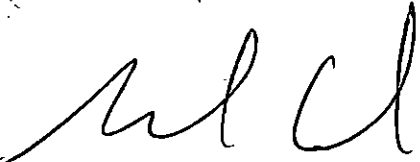
9. Each party shall provide the other party with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the certificate holder in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to all parties.

10. Term and Termination:

- a. This agreement shall be effective on the date that it is signed by both parties and shall continue unless terminated by notice in accordance with this paragraph.
- b. Notwithstanding 10.a. this agreement may be terminated by either party, upon sixty (60) days written notice.
- c. Notwithstanding any termination the indemnities provided herein shall continue to apply in relation to any maintenance or other works carried out prior to termination.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



Bryan McGillis, Mayor
Andrew Guirder

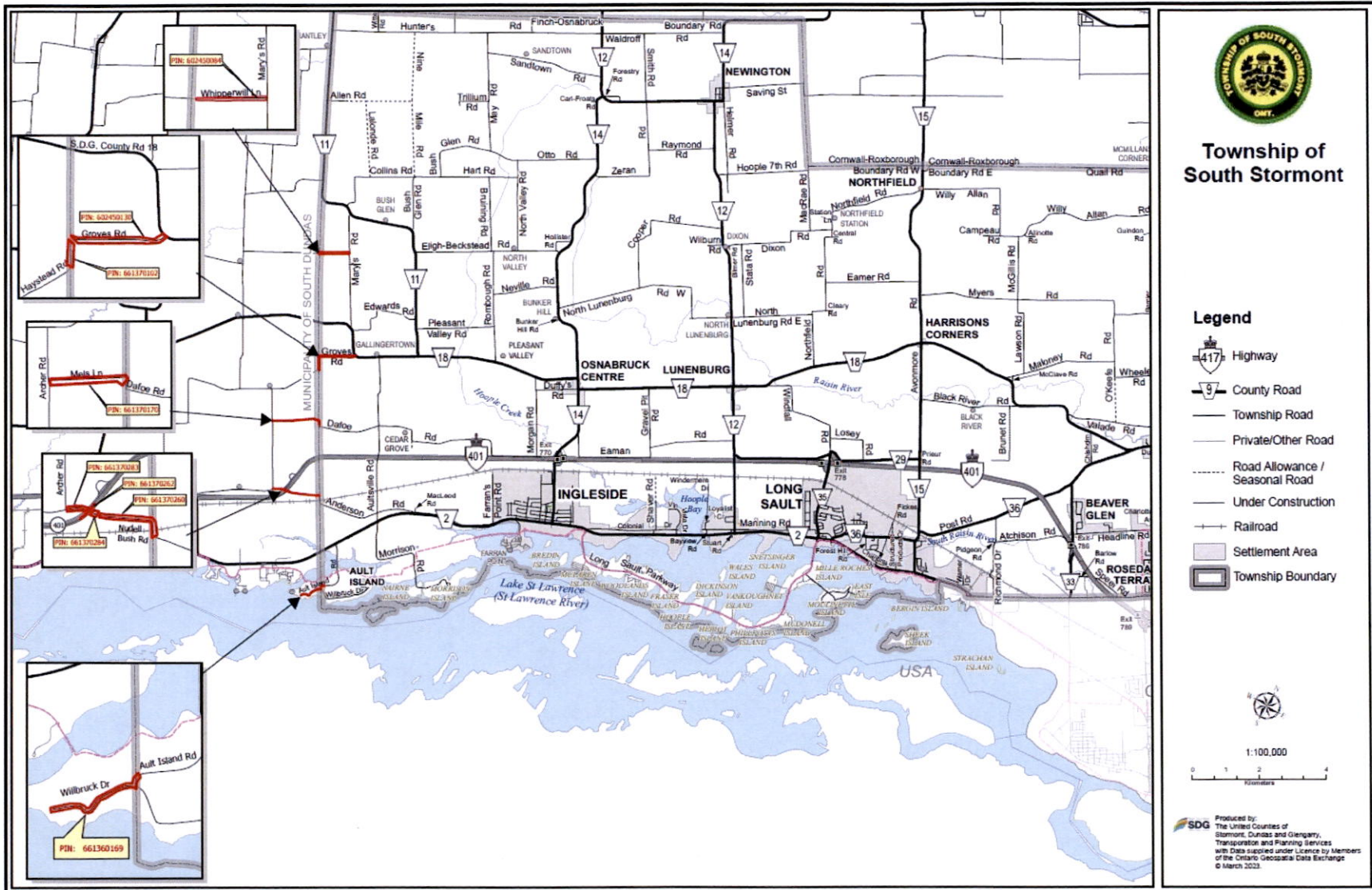
THE CORPORATION OF
THE TOWNSHIP OF
SOUTH STORMONT


Loriann Harbers, Clerk

**BOUNDARY ROADS AGREEMENT
"Schedule A"**

Road	Service	Responsible Municipality
Willbruck Drive (west of geographical boundary) Being PIN: 661360169	Road maintenance	South Dundas
	Winter maintenance	South Stormont
	Garbage pick-up	South Dundas
Nudell Bush Road (northwest of Anderson Road to Archer Road intersection) Being PIN: 661370260, 661370284, 661370262, and 661370283	Road maintenance	South Dundas
	Winter maintenance	South Stormont
	Garbage pick-up	South Dundas
Mels Lane (northwest of Dafoe Road to Archer Road intersection) Being PIN: 661370170	Road maintenance	South Dundas
	Winter maintenance	
	Garbage pick-up	
Groves Road (northeast of Haystead Road to SDG County Road 18 intersection) Being PIN: 661370102 and 602450130	Road maintenance	South Stormont
	Winter maintenance	South Dundas
	Garbage pick-up	South Stormont
Whipperwill Lane (east of geographical boundary to Mary's Road intersection) Being PIN: 602450084	Road maintenance	South Dundas
	Winter maintenance	
	Garbage pick-up	

BOUNDARY ROADS AGREEMENT "Schedule B"



THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2023-036

BEING a by-law to authorize a Boundary Roads Agreement between the Township of South Stormont and the Township of South Dundas.

WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (3) provides that the powers of every council are to be exercised by by-law;

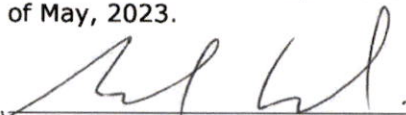
AND WHEREAS the *Municipal Act 2001*, S.O. 2001. C. 25, s. 29 provides that the local municipalities on either side of a boundary line between municipalities have joint jurisdiction over any highways forming the boundary line;

AND WHEREAS the Township of South Stormont is desirous of entering into an Agreement with the Township of South Dundas for the purpose of exchanging services regarding road maintenance, winter maintenance, and garbage pick-up in the locations described in "Schedule A".

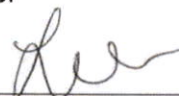
NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. That the Township of South Stormont enter into a Boundary Roads Agreement with the Township of South Dundas for the purpose of exchange in road maintenance, winter maintenance, and garbage pick-up services in specified locations.
2. The Mayor and Director of Corporate Services/Clerk are hereby authorized and directed on behalf of the Township of South Stormont to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law.
3. Any other by-laws inconsistent with this by-law are hereby repealed.

READ AND PASSED in open Council, signed and sealed this 10th day of May, 2023.



Mayor



Clerk