

The Corporation of the Municipality of Magnetawan

By-law # 2024- 11

Being a By-law to Enter into an Agreement for the Maintenance of a Boundary Road Agreement Between the Municipality of Magnetawan and the Township of Ryerson

WHEREAS Section 20(1) of the *Ontario Municipal Act*, S.O. 2001, c. 25, as amended, allows a municipality to enter into an agreement with one or more municipalities for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

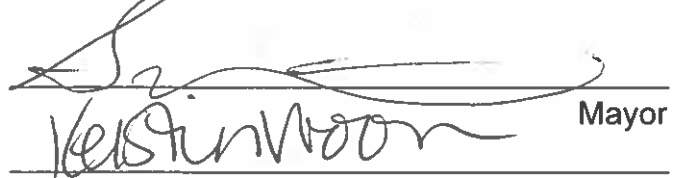
AND WHEREAS Section 8(1) of the *Ontario Municipal Act*, S.O. 2001, c. 25, as amended, enables a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

NOW THEREFORE THE COUNCIL OF THE MUNICIPALITY OF MAGNETAWAN HEREBY ENACTS AS FOLLOWS:

1. **THAT** the Mayor and Clerk are hereby authorized to execute and sign the Agreement, substantially attached hereto as Schedule "A".
2. **THAT** the attached Agreement Schedule "A" shall form part of this By-law.
3. **THAT** the Agreement, attached hereto as Schedule 'A', entered into is hereby ratified and confirmed when signed by all parties.
4. **THAT** all conditions of the attached Agreement will remain in effect until the Agreement is terminated, as outlined in Schedule 'A'.
5. **THAT** any previously conflicting By-laws are hereby repealed.
6. **AND THAT** this By-law shall take effect upon the third and final reading thereof.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 21st day of February 2024.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN



Mayor

CAO/Clerk

AGREEMENT

An Agreement for Maintenance of Boundary Roads and Bridges

SCHEDULE 'A' TO BY-LAW # 2-24 Ryerson
2024-11 Ryerson

This Agreement made in duplicate this 21st day of February, 2024.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RYERSON
(hereinafter referred to as Ryerson)

OF THE FIRST PART

AND

THE CORPORATION OF THE MUNICIPALITY OF
MAGNETAWAN
(hereinafter referred to as Magnetawan)

OF THE SECOND PART

WHEREAS Ryerson and Magnetawan are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway 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, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and 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

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be

responsible for obtaining a proper entrance permit from the respective Municipality.

2. It is understood by both parties that the maintaining Municipality shall be responsible for repairs and maintenance of the entire width of the boundary road allowance. The Municipalities agree that the value of the respective routine maintenance and repair for the road as identified in Appendix A will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.
4. Each Municipality is responsible to maintain and keep in good repair those portions of the highway identified in Appendix A. The main point of contact for discussions and information regarding maintenance requirements will be between the Public Works Supervisors or their designate (such as Foreperson), if the Public Works Supervisor is not available.
 - a) Maintenance includes, but is not limited to – snow removal, sanding, grass cutting, brushing, dust suppressant, patching, sign maintenance, routine replacement of culverts, emergency repairs, and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement, if one Municipality does not agree to proceed with a project, the project will not proceed, on a boundary road.
6. Capital includes additional granular, preventative road deterioration treatments, complete road reconstruction and replacement of all necessary infrastructure.
7. Each Municipality shall aspire to plan Capital works, in line with their respective Asset Management Plan and communicate said plan the with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both Public Works Supervisors or designate, if Public Works Supervisor is not available, will meet to develop a draft agreement for the capital project.
9. The Parties hereto agree that should emergency works or action be required due to a compromise of the highways and bridges set out in Appendix A, the party hereto first notified of the compromise of the highway or bridge by emergency services (police, fire, etc.) shall, without delay, make the area safe, notify the Municipality assigned the Boundary Road, and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.

10. If the construction is a result of development and population growth, the developing Municipality may undertake, cause, or permit to be undertaken such construction on the following terms:
 - a) The developing Municipality shall give the other Municipality at least eight (8) weeks written notice prior to the commencement of such construction, if possible.
 - b) The other Municipality shall bear none of the costs relating directly to such construction.
11. Should any of the highways or bridges included in Appendix A be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe if possible, notify the Municipality assigned the Boundary Road and stay on site until they arrive, if possible, so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
12. Ryerson shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than five million dollars (\$5,000,000) in respect of injury or death of a single person, for each occurrence and not less than five million dollars (\$5,000,000) in respect of property damage. The policy shall name Magnetawan as an additional insured and Ryerson shall provide a certificate of such insurance coverage to Magnetawan throughout the term of this agreement and any renewal thereof and further provide Magnetawan within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
13. Magnetawan shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than five million dollars (\$5,000,000) in respect of injury or death of a single person, for each occurrence and not less than five million dollars (\$5,000,000) in respect of property damage. The policy shall name Ryerson as an additional insured and Magnetawan shall provide a certificate of such insurance coverage to Ryerson throughout the term of this agreement and any renewal thereof and further provide Ryerson within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

14. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
15. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
16. This agreement shall be in force for a period of ten (10) years from February, 2024 to February, 2034 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
17. 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.
18. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF RYERSON

Cory O'Leary
Mayor

Nancy Field
Clerk

Date Feb 21, 2024

**THE MUNICIPALITY OF
MAGNETAWAN**

[Signature]
Mayor

Kerstin Vroom
Clerk

Date Feb 21, 2024

An Agreement for the Maintenance of Boundary Roads and Bridges

APPENDIX 'A'

To Schedule 'A' By-law # 2-24 Ryerson
2024-11 Magnetawan

SUMMER MAINTENANCE

The summer maintenance will include ditching, culverts (installation), grading, dust suppressant and any other maintenance activity related to roads and bridges.

Ryerson will provide summer maintenance for the following:

1. South Horn Lake Road from Minkler's Lane (Civic 2053) to Crozier's pit (Civic 1810) (1.7 kms.)
2. Mitchell's (Civic 1539) To Township of Strong Boundary (Civic 1082) (2.2 kms.)
3. Roskopf Road from Nipissing Road to Langford's gravel pit (Civic 375) (1.8 kms.)
4. All of Midlothian Road

Magnetawan will provide summer maintenance for the following:

1. South Horn Lake Road from Hwy 520 to Minkler's Lane (Civic 2053) (3.2 kms.)
2. Crozier's Pit (Civic 1810) to Mitchell's (Civic 1539) (4.5 kms.)
3. All of Rockwynn Landing

WINTER MAINTENANCE

The winter maintenance will include plowing, sanding, winging back, ice scarifying and steaming.

Ryerson will provide the following winter maintenance:

1. All of Roskopf Road (3.8 kms.)
2. All of Midlothian Road

Magnetawan will provide the following winter maintenance:

1. All of South Horn Lake Road (9.0 kms.)
2. All of Rockwynn Landing

ROCKWYNN DOCKS

Ryerson and Magnetawan equally share maintenance and construction costs of the Rockwynn Docks.

The parties will alternate every year, the annual installation and removal of the docks and by performing these respective works no invoicing or exchange of funds shall occur by either Municipality for labour costs.

The Public Works Supervisor or their designate, responsible for the docks in their year, will inspect the docks in the spring, for any repairs that may be required and will advise the other party of the work to be done and an estimate of cost. Upon approval from both parties, the responsible municipality will provide the labour and no labour costs will be charged to the other part.

Cost of materials required for repairs will be shared equally.

The docks shall be installed before the long weekend in May, as weather permits and will be removed after Thanksgiving weekend in October, as weather permits at the discretion of both Public Works Supervisors or designates.