

THE CORPORATION OF THE COUNTY OF PERTH

BY-LAW NUMBER 3078

**Being a By-Law to authorize a Boundary Agreement
Between the Corporation of the County of Oxford and
The Corporation of the County of Perth**

WHEREAS Section 20 of the Municipal Act, 2001, S.O. c.25 as amended, provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Section 29(1) of the Municipal Act, 2001, S.O. c.25 as amended provides that 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 the Corporation of the County of Perth deems it advisable to enter into an agreement with the Corporation of the County of Oxford;

NOW THEREFORE the Council of the Corporation of the County of Perth enacts as follows:

1. That any and all previous boundary agreements between the Corporations of Oxford and Perth Counties are hereby repealed.
2. The Warden and Clerk are hereby authorized to execute and affix the corporate seal to the Boundary Agreement with the Corporation of Oxford.
3. The attached agreement showing as Schedule A shall form part of this by-law.

Read a first and second time this 3rd day of April, 2008.

Read a third and final time this 3rd day of April, 2008.

Ron McKay, Warden

Ria Colquhoun, CAO/Clerk

A G R E E M E N T

THIS AGREEMENT made in duplicate this day of , 2008

BETWEEN: **THE CORPORATION OF THE COUNTY OF PERTH**
Hereinafter called "**Perth**"
of the **FIRST PART**

AND: **THE CORPORATION OF THE COUNTY OF OXFORD**
Hereinafter called "**Oxford**"
of the **SECOND PART**

WHEREAS the parties are adjoining municipalities and are desirous of entering into an agreement under the provisions of Sections 8(1), 9 and 29(1) of the Municipal Act, R.S.O. 2001, and amendments thereto dealing with the routine maintenance and repair of boundary roads and bridges between such municipalities and certain other roads totally under the jurisdiction of the respective municipalities. The "Road" is deemed herein to include, but not limited to, all bridges, culverts, guide rails, signage, line markings, trees and intersection illumination.

WHEREAS the County of Perth has entered into an Agreement with the Regional Municipality of Waterloo to maintain Waterloo Road 1/Perth Road 101, being a boundary road between the Regional Municipality of Waterloo and the County of Perth and further desires to contract said maintenance to Oxford County.

NOW THEREFORE in consideration of the premises and covenants and promises hereinafter expressed, the parties hereto agree each with the other as follows:

Perth hereby covenants and agrees to maintain and keep in repair for the whole width thereof from April 1st to October 31st each year, the roads listed on Schedule "A" attached.

2. Perth hereby covenants and agrees to maintain and keep in repair for the whole width thereof from November 1st to March 31st each year, the roads listed on Schedule "B". Winter maintenance activities required outside this term continues to be the responsibility of the designated municipality.
3. Oxford hereby covenants and agrees to maintain and keep in repair for the whole width thereof from April 1st to October 31st each year, the roads listed on Schedule "A".
4. Oxford hereby covenants and agrees to maintain and keep in repair for the whole width thereof from November 1st to March 31st each year, the roads listed on Schedule "B". Winter maintenance activities required outside this term continues to be the responsibility of the designated municipality.
5. Patrolling is considered to be part of maintenance activities.
6. Road name signs will be inspected during routine patrol activities and any deficiency will be reported to the municipality where the signs are located. Each County is responsible for the repair or replacement of road name signs within their municipalities.
7. Each party will invoice the other as necessary according to Schedule 'C' using their average cost per kilometer for work carried out under paragraphs 1 to 4, and as

determined in accordance with paragraph 7 of this agreement and the party being invoiced shall pay the amount within thirty (30) days of receipt of such invoice.

8. No new construction or major maintenance work (as distinguished from repair and routine maintenance) of any kind, greater in value of \$5,000.00, on roads and bridges shall be commenced or charged by one municipality against the other unless such construction or major maintenance work has first been approved by both municipalities.
9. The party doing the work in paragraph 1 to 4 inclusive of this Agreement shall indemnify and save harmless the other party from all claims for loss or damage arising from the want of repair of the road segments and bridges.
10. This Agreement shall come into force on the day of its signing by both Parties hereto authorized by by-law, and shall continue in force for a period of ten (10) years there from and may be renewed at the end of such terms by a further by-law of both parties to this agreement.
11. No amendment or variation to this Agreement or of any of the terms hereof shall be binding upon the parties hereto, unless the same is in writing and authorized by further by-law of both parties to this Agreement and signed by all parties hereto.

IN WITNESS WHEREOF the Corporate Seals of each of the parties hereto have been affixed duly attested by the respective officers authorized in that behalf.

THE CORPORATION OF THE COUNTY OF PERTH

WARDEN

CAO

THE CORPORATION OF THE COUNTY OF OXFORD

WARDEN

CLERK

Schedule 'A'

APRIL 1ST TO OCTOBER 31ST MAINTENANCE DONE BY PERTH

LOCATION
<p>Oxford Road 24/Perth Line 26 Being a boundary road, under the joint jurisdiction of Oxford and Perth, lying between the Township of East Zorra-Tavistock in the County of Oxford and the Township of Perth East in the County of Perth, extending from the east limit of Tavistock westerly to the Perth-Oxford Boundary Road, a distance of approximately 1.0 kilometers.</p>

APRIL 1ST TO OCTOBER 31ST MAINTENANCE DONE BY OXFORD

LOCATION
<p>Oxford Road 24/ Perth Road 101 Being a boundary road, under the joint jurisdiction of Oxford and Perth, lying between the Township of East Zorra-Tavistock in the County of Oxford and the Township of Perth East in the County of Perth, extending from the west limit of Tavistock easterly to the common boundary of Oxford, Waterloo and Perth, a distance of approximately 7.7 kilometers.</p>
<p>Waterloo Regional Road 1/Perth Road 101 Being a boundary road, under the joint jurisdiction of the Region of Waterloo and the County of Perth, lying between the Township of Wilmot in the Region of Waterloo and the Township of Perth East in the County of Perth, extending from the common boundary of Oxford, Waterloo and Perth northerly to south boundary of Provincial Highway 7/8, a distance of approximately 1.7 kilometers.</p>
<p>Oxford Road 119 Being a County Road within the boundary of the County of Perth commencing at Provincial Highway 7, extending easterly to the Perth-Oxford boundary, a distance of approximately .01 kilometers.</p>

Schedule 'B'

NOVEMBER 1ST TO March 31ST MAINTENANCE DONE BY PERTH

LOCATION
<p>Oxford Road 24/Perth Line 26 Being a boundary road, under the joint jurisdiction of Oxford and Perth, lying between the Township of East Zorra-Tavistock in the County of Oxford and the Township of Perth East in the County of Perth, extending from the east limit of Tavistock westerly to the Perth-Oxford Boundary Road, a distance of approximately 1.0 kilometers.</p>

NOVEMBER 1ST TO MARCH 31ST MAINTENANCE DONE BY OXFORD

LOCATION
<p>Oxford Road 24/ Perth Road 101 Being a boundary road, under the joint jurisdiction of Oxford and Perth, lying between the Township of East Zorra-Tavistock in the County of Oxford and the Township of Perth East in the County of Perth, extending from the west limit of Tavistock easterly to the common boundary of Oxford, Waterloo and Perth, a total distance of approximately 7.7 kilometers.</p>
<p>Waterloo Regional Road 1/Perth Road 101 Being a boundary road, under the joint jurisdiction of the Region of Waterloo and the County of Perth, lying between the Township of Wilmot in the Region of Waterloo and the Township of Perth East in the County of Perth, extending from the common boundary of Oxford, Waterloo and Perth northerly to south boundary of Provincial Highway 7/8, a distance of approximately 1.7 kilometers.</p>
<p>Oxford Road 119 Being a County Road within the boundary of the County of Perth commencing at Provincial Highway 7, extending easterly to the Perth-Oxford boundary, a distance of approximately .01 kilometers.</p>

Schedule 'C'

SUMMARY OF KILOMETERS MAINTAINED

The following chart indicates the kilometers maintained by each municipality.
The municipality maintaining the greater number of kilometers will invoice the other for the difference.

<u>April 1st to October 31st Maintenance- Schedule "A"</u>	<u>Section Length</u>	<u>Perth</u>	<u>Oxford</u>	
Oxford Road 24/Perth Road 101	7.7		3.85	
Waterloo Road 1/Perth Road 101	1.7		1.7	
Oxford road 24/Perth Line 26	1.0	0.5		
Oxford Road 119	0.1		0.1	
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		0.5	5.65	5.15
DIFFERENCE				

<u>November 1st to March 31st Maintenance - Schedule 'B'</u>	<u>Section Length</u>	<u>Perth</u>	<u>Oxford</u>	
Oxford Road 24/Perth Road 101	7.7		3.85	
Waterloo Road 1/Perth Road 101	1.7		1.7	
Oxford Road 24/Perth Line 26	1.0	0.5		
Oxford Road 119	0.1		0.1	
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		0.5	5.65	5.15
DIFFERENCE				