



THE CORPORATION OF THE TOWNSHIP OF HORTON
TRANSPORTATION & ENVIRONMENTAL SERVICES

April 6th, 2022
 8:30 a.m.
 Horton Council Chambers
 2253 Johnston Rd.

1. Call to Order & Roll Call
2. Declaration of Pecuniary Interest
3. Minutes from Previous Meeting:
 - i. March 2nd, 2022 **PG.2**
4. Treated Winter Sand **PG.4**
5. Overview of Excess Soil Regulations **PG.13**
6. Jp2g Tendering Services and Field Observation **PG.17**
7. Joint RFP to Develop a Transportation Master Plan **PG.20**
8. Boundary Road Agreement – McNab/Braeside Township **PG.22**
9. Boundary Road Agreement – Greater Madawaska Township **PG.39**
10. Boundary Road Agreement – Town of Renfrew **PG.46**
11. Boundary Road Agreement – Whitewater Region Township **PG.61**
12. New/Other Business
13. Next Meeting:
 - i. May 4th, at 8:30 a.m.
14. Adjournment

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

TES Committee MeetingMarch 2nd, 2022

8:30 a.m.

There was an electronic meeting of the Transportation and Environmental Services Committee held via Zoom on Wednesday March 2nd, 2022. Present was Chair Tom Webster, Mayor David Bennett, Public Advisory Members, Murray Humphries, Rick Lester, and Tyler Anderson. Staff present was Public Works Manager, Adam Knapp, and Executive Assistant Nichole Dubeau— Recording Secretary.

Councillor Lane Cleroux sent his regrets.

1. CALL TO ORDER

Chair Webster called the meeting to order at 8:32 a.m.

2. DECLARATION OF PECUNIARY INTEREST

There was no declaration of pecuniary interest.

3. DELEGATIONSMunicipal Solutions at Food Cycle Science

Christina Zardo, Manager of Municipal Solutions for Food Cycle Science was present. She presented the slideshow to the Committee. She highlighted that the Return on Investment for the municipality would be the Waste Management Costs and went through the 12-week Pilot Program. Mayor Bennett questioned how residents will get customer support or service if something happens to their machine. Ms. Zardo stated that the pilot program includes information packages and customer service is available to the residents if needed. Public Works Manager Adam Knapp stated that 25% of Landfill Sites are food waste and it could extend the life of a landfill 5-8 years. He added that it will be difficult to get residents interested and spend the initial money on the machine. Ms. Zardo stated they would take care of information distribution and marketing in the pilot program, which includes a guidebook and a demonstration to show residents how to use the machine. The Committee thanked Ms. Zardo for the information.

4. MINUTES FROM PREVIOUS MEETING:

- January 13th, 2022

Moved by Tyler Anderson

Seconded by Rick Lester

THAT the Committee approve the January 13th, 2022 Minutes.

Carried

5. PHASE 2 LFS EXPANSION FEASIBILITY

Public Works Manager Adam Knapp reviewed the report.

Moved by Tyler Anderson

Seconded by Rick Lester

THAT the TES Committee recommend to Council to proceed with phase 2 of the expansion feasibility per the conclusions and recommendations of the Ministry of Environment Conservation and a Parks;

AND THAT funding for Phase 2 of the Expansion Feasibility study in the amount of \$11,565.55 including HST be allocated from Environmental Reserves.

Carried

6. HORTON & ADMASTON/BROMLEY BOUNDARY ROAD AGREEMENT

Public Works Manager Adam Knapp reviewed the report. There was Committee discussion regarding the TOARC funds and how they will be distributed and used.

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Moved by Murray Humphries

Seconded by Tyler Anderson

THAT the TES Committee recommend to Council that the Township of Horton enter into an agreement with the Township of Admaston/Bromley regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C, over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended.

Carried

7. NEW/OTHER BUSINESS

There was no new business.

8. NEXT MEETING DATE

- i. April 6th, 2022 at 8:30 a.m.

9. ADJOURNMENT

Chair Webster declared the meeting adjourned at 9:34 a.m.

CHAIR Tom Webster

PUBLIC WORKS MGR Adam Knapp



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Treated Winter Sand	Date:	April 6 th , 2022
	Council/Committee:	TES Committee
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the TES committee agree with staff recommendation to procure Protek WTS solution from Denchem to treat the Townships winter sand supply in 2023.

AND THAT the procurement of Protek WTS solution in 2023 be a test study to gauge the viability of the solutions cost saving benefits.

FURTHER THAT the TES committee accept this report as supporting documentation for the potential costs savings by using pretreated and accurately mixed winter sand.

AND THAT funding for the this be included in the 2023 Operating Budget.

BACKGROUND:

The Town of Petawawa began to use the Protek WTS solution in 2021 and has reported great success and minimized need for reapplication between events. Staff read the reviews from the Town of Petawawa and began to inquire if other Municipalities utilized the solution and was informed that the Municipality of Mississippi Mills uses the solution and that their sand was sourced from the same aggregate pit as our 2019, 2020 and 2021 supply. They also reported great success and that they would continue with the practice.

Staff then contacted Pierre Rozon of Denchem for a quotation and cost comparison which is attached to this report. Horton Township uses approximately 120 tonnes of salt per year, so the cost comparison does not show significant savings in the initial purchase and mixing of the product, but it does boast a 20%-40% reduction in product application, this claim of reduction in application was confirmed from both the Town of Petawawa and Mississippi Mills. This reduction in application translates to significant savings when you consider material, fuel and man hours into the equation.

The accuracy of the mixture is also advantageous as it will stand up in court better than conventional bucket mixing methods which creates high and low salt concentrations throughout the mixture. The pug mill supplied by Denchem accurately measures and distributes the salt and Protek solution throughout the sand ensuring that there are no high and low mixture concentrations.

During an average Winter season, the Township dispatches the roads crew 45 times to respond to road conditions from winter events and secondary material applications due to glazing and wind-swept material in order to attain the minimum maintenance standards. To estimate the potential savings by utilizing the solution staff have reviewed the typically

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expenses associated with winter maintenance and the average cost per event and season are listed below.

Winter sand expenses per event

In 2021 the cost of winter sand containing 4% salt was \$14.69 per tonne and the Township utilizes an average of 56.75 tonnes per event that amounts to **\$833.66 in per event.**

Fuel expenses per event

In responding to the five events and follow up applications from January 11th to January 20th, 2022, the Township utilized 1860.5 liters of clear diesel and 330.5 liters of gasoline. Totaling 2,191 liters or 438 liters per day and amounts to **\$496.90 per event.**

Salary expenses per event

The average winter maintenance salary expenses from 2019, 2020 and 2021 were \$44,406.10 and amounts to **\$1,233.50 per event.**

Total expenses per event

Using this data, staff concludes that the average incurred expenses per winter maintenance event is **\$2,564.06.**

Total expenses per average winter season

To attain the minimum maintenance standards the Township's average incurred winter maintenance expenses per season are **\$115,382.70.**

Potential Savings

The Township could potentially save **\$23,076.54** or more in operating funds per winter season by reducing sand application rates, fuel consumption, and salaries associated with winter maintenance by using Denchem's pug mill to accurately mix and Protek WTS solution to treat the Township's winter sand supply.

ALTERNATIVES:

Continue to use conventional 4% mixture and practices.

FINANCIAL IMPLICATIONS:

- \$56,228 for 2,200 tonnes of Protek WTS treated winter sand with 4% salt content.
- Potential savings of **\$23,076.54** in operating funds per year.

ATTACHMENTS:

PROTEK COST MODEL- Township of Horton December 21st, 2021
PROTEK WTS Product Sheet

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Chris Mantha review of PROTEK WTS solution
Peter Lapointe review of PROTEK WTS solution
Township of Horton Fuel usage from Jan 11th to Jan 20th, 2022

CONSULTATIONS:

Nathalie Moore -Treasurer

Chris Mantha – Public Works Manager, Town of Petawawa, Renfrew County Road
Supervisors Association President

Peter Lapointe – Public Works Lead Hand, Town of Petawawa

Pierre Rozon – Area sale rep for Denchem, Da-lee group

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

PROTEK WTS® - The Township of Horton COST MODEL Dec 2021

FOR: Adam Knap
Public Works Manager

FROM: Pierre Rozon, Denchem Surface Solutions
DATE: Dec 21st, 2021



ASSUMPTION: Treat 2782 MT of Winter Sand & Salt

CURRENT OPTION (6% SALT)			
	QTY	COST/MT	Total Cost
STONE OR SAND	2,200	\$ 10.55	\$ 23,210
tons			\$ -
SALT tons	132	\$ 103.50	\$ 13,662
Protek Weight			
OTHER			\$ -
Mixing Cost - A	2,332	\$ 1.76	\$ 4,104
PROTEK WTS			\$ -
TOTAL COST:			\$ 40,976

Result "A" = PROTEK WTS Option (4% SALT)			
	QTY	COST/MT	Total Cost
STONE OR SAND	2,200	\$ 10.55	\$ 23,210
tons			\$ -
SALT tons	88	\$ 103.50	\$ 9,108
Protek Weight	56		
Mixing Cost - B	Included	\$ -	\$ -
PROTEK WTS	2,288	\$ 10.45	\$ 23,910
TOTAL COST:			\$ 56,228

Result "B" = PROTEK WTS Option (25% Mtl Usage)			
Reduction =	25%		Total
	QTY	COST/MT	Cost
STONE OR SAND	1,650.0	\$ 10.55	\$ 17,408
tons			
GRIT			\$ -
SALT tons	66.0	\$ 103.50	\$ 6,831
Protek Weight	42.1		
Mixing Cost - B	Included	\$ -	\$ -
PROTEK WTS	1,716.0	\$ 10.45	\$ 17,932
TOTAL COST:			\$ 42,171

"As is" Savings / Cost ==>

Real Savings=> -\$ 1,194

Your COST to do this job: \$ 2: 23,910

ASSUMPTIONS:	COSTS	UNITS
StoneSand Cost		MT
Sand Cost	\$ 10.55	MT
Salt Cost	\$ 103.50	MT
Mixing Cost A	\$ 1.76	MT
Mixing Cost B	\$ -	MT
PROTEK WTS	\$ 10.45	MT

\$ 1.76	1000 MT for 8 hour "shift" : 2 men @ \$35/hr plus stacker at \$150/hr
\$ -	1000 MT for 8 hour "shift" : 0 man @ \$35/hr
\$ 10.45	Protek WTS rate of injection. Use average of 19L/MT for model.INCL mixing cost
19	Liters Protek WTS® per metric ton MIX. => X 2,288.00 tonnes => 43,472 Litres
\$ 0.550	Protek WTS cost per liter... supplied and applied. (volume pricing levels)

- GRIT* calculation for current option is based on 2332 tons including 6% salt when using a loader bucket conventional mix.
- Other key benefits will also be achieved as it relates to reduced corrosion rates, more stable gravel road surfaces and residual anti-icing.

NOTE: the weight of the Protek® liquid are not used in either results for the overall Protek® winter treated sand or grit

OTHER KEY ADVANTAGES:

- Meet and Exceed objectives of your Salt Management Program (note Environment Canada 2019 Targets)
- Pre-wet mix means faster action, reduced loss due to bounce and scatter and less re-applications. (25% Savings is prudent). SIMA suggests 30% Savings.
- More manageable winter stock pile...down to -45°C.
- Environmental and infrastructure benefits due to reduced material usage... sodium and chlorides.
- Gravel roads will be in much better condition at "winter's end" with stabilized road.
- 75% less corrosive than rock salt...meet and exceed PNS standards.
- Enjoy the benefits of pre-wet salt/sand without the cost of purchasing specialized equipment.

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STRETCH Your Maintenance Budget By Treating Your Winter Mix With PROTEK WTS®

This winter there is more pressure than ever to increase your ice melt performance while maintenance professionals tighten their budgets. With environmental, cost, and safety pressures growing, PROTEK WTS® is the ideal solution! Enhanced with an engineered solution containing unique natural fibers, PROTEK WTS® provides maximum performance while minimizing environmental impact. PROTEK WTS® melts faster and lasts longer while reducing your costs and the damaging effects of salt.

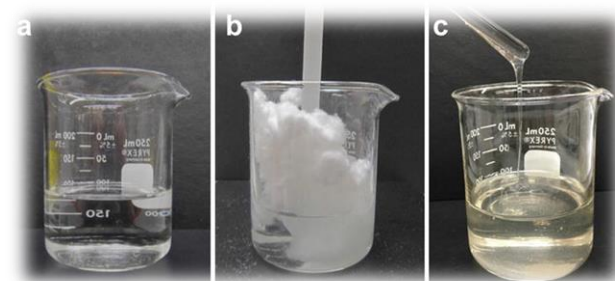


SALT MANAGEMENT OBJECTIVES

- ✓ PROTEK WTS® gets you to a safe surface faster and lasts longer.
- ✓ Much more effective at lower temperatures (**will resist freezing down to -45°C**).
- ✓ Resistance to wind and bounce, PROTEK WTS® stays where you put it reducing need for heavy applications. (20-40% savings)
- ✓ Less product applied means fewer trips back to the pile, saving fuel, equipment wear and labour costs.

UNIQUE FIBER FORMULATION

- ✓ PROTEK WTS® is non-caking and does not clump or clog your auger or spreaders.
- ✓ **Engineered formulation** provides rheology modification (Anti-Leaching / Spalling) enhancing performance and maintaining the integrity of your pile.
- ✓ **Custom Mix Designs** for unique climate, aggregate and performance objectives.
- ✓ **Corrosion inhibitor** significantly reduces wear to equipment and concrete, saving trucks, infrastructure and deicing surface



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OUR CUSTOM MOBILE MIXING SYSTEM

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- ✓ Mobile mix technology with accurately metered and computerized calibration allows for professionally treated stockpiles with our advanced **PROTEK WTS® PERFORMANCE** formula.
- ✓ Fresh customized mix designs transtate into optimum performance. Eliminate the need for expensive onboard pre-wetting equipment and liquid storage. Easy delivery and set-up at the location of your choice.
- ✓ Proven track record working with large Road Authorities, large and small salt supply operations to develop cost effective and efficient treating operations that significantly improve your overall **Salt Management Programs**.

"We reduced our salt usage by 30% while improving our service levels ... particularly at lower temperatures. Our winter mix stockpile remained workable all winter ... making spreading efforts more effective and efficient."

Marc Legault, The Nation Municipality in Casselman, ON

***Save Salt!
Save Time!
Save Money!***

THE DA-LEE GROUP OF COMPANIES

- **Da-Lee Dust Control – Stoney Creek Ontario**
- **Morris Chemical – Lakefield Ontario**
- **Denchem Surface Solutions – Cornwall Ontario**
- **Multi-Routes Inc. – Montreal Quebec**



350 Jones Rd, Stoney Creek, ON L8E 5N2 (contact@daleegroup.com)

www.daleegroup.com

Da-Lee 1-800-268-4490

Morris 1-888-774-4415 | Denchem 1-613-931-2227

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From: [Chris Mantha](#)
To: [Adam Knapp](#)
Subject: RE: DENCHEM, DA-LEE GROUP & The town of PETAWAWA PROTEK WTS Demonstration Day Monday Oct 25th & Tuesday Oct. 26th
Date: December 20, 2021 11:55:18 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Adam,

The treated winter sand was something I wanted to try for many years. I was able to try Thawrox treated salt in Pembroke, but never got around to the sand. So when Peter mentioned trying this process in Petawawa, I was ready to go.

The foundation of the process is having a computerized mix that will hold up in court. Past practice was to dump salt on piles of sand, and mix it somewhat, and then up the stacker and that's that. You can say the sand is five or ten percent salt, but it was never consistent. Due to the inconsistency of the mix, staff had the habit of sweetening the sand with more salt. This has a big impact on budgets. As you know, when you sweeten sand, your using a much higher MTO application rate, so your possibly using more salt than you need to, or want to. Peter and I are trying to use salt when the conditions are right, and sand when the conditions call for it. We are trying not to add any extra salt to the sand/salt/liquid mix. At \$100 per tonne for salt, it does not take long to recoup the money spent on the sand treatment.

The pug mill takes the risk out of winter sand. Our mix this year was 2,400 tonne of sand with 10% salt, and it is consistent throughout the pile. As well, there is a liquid added to the process, which further enhances the sands effectiveness on the road, and keeps the pile from freezing and/or clumping.

The liquid cost .55 cents per litre. The total cost for the pug mill and operator and the liquid trucks was right around \$24,000.00. We had tendered for the winter sand in a separate document. The contractor hauling and stacking the sand had no issues with the pug mill.

You can take a live look at the process by checking the Town's website and go to the winter control section. You should see a Cogeco link.

Overall we are very happy with the process. Pierre Rozon is a great guy to work with, and his work crews are very conscientious of what they are doing. We will definitely do the winter sand treatment again.

If you need anything else Adam, please reach out or give me a call.

Thanks and Merry Christmas,

Chris

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From: [Peter Lapointe](#)

Subject:

RE: DENCHEM, DA-LEE GROUP & The town of PETAWAWA PROTEK WTS Demonstration Day Monday Oct 25th & Tuesday Oct. 26th

Date: December 17, 2021 10:17:49 AM

Hello Pierre things are going great up here in Petawawa .Roads are so good with this new sand I hardly need to patrol .

I have used the treated sand on multiple occasions now where I would have normally used salt two things I noticed were it took care of the rd. condition just fine, and after the rain was over I still had sand on the rd. for the next event .

Now since the big melt I can clearly see lots of sand still on the road surface and not blown away . I figure already have saved my salt cost to offset the treated sand cost ,with one or two more events I will be ahead of the game .

Please book us for next year's sand treatment . Thanks have a great festive season

Peter Lapointe
Public Works
Town of Petawawa Public Works Department
1111 Victoria Street
Petawawa, Ontario
K8H 2E6



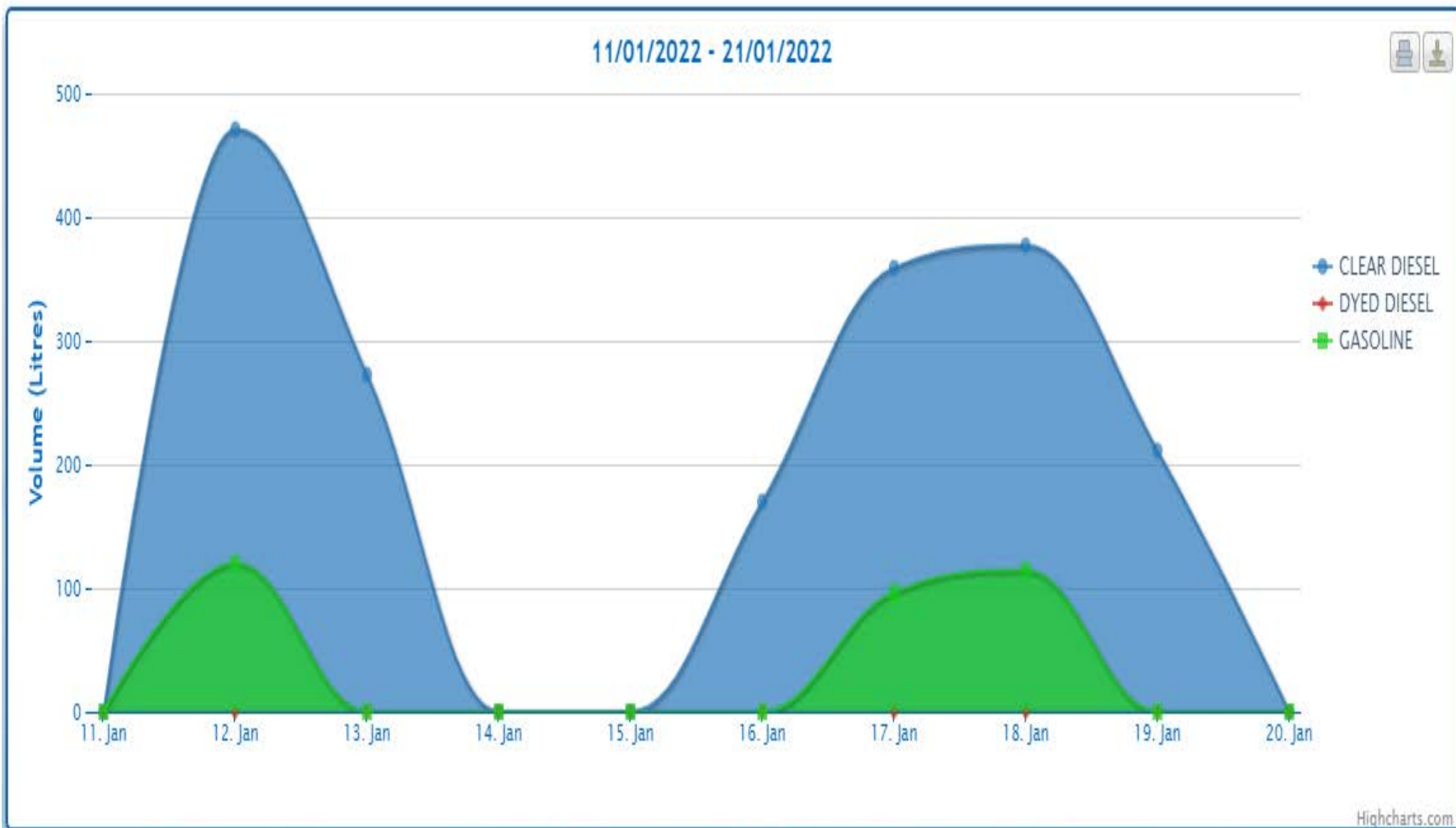
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From: Pierre Rozon [mailto:prozon@denchem.com]

Sent: October 21, 2021 11:05 AM

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Fuel Usage from Jan 11th to Jan 20th 2022



Sites: TOWNSHIP OF HORTON 450816

From Date: 2022-01-11

To Date: 2022-01-21

Period: Last Week

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Township of Horton COUNCIL / COMMITTEE REPORT

Title: Overview of O. Reg 409/16 On site and Excess Soil Management	Date:	April 6 th , 2022
	Council/Committee:	TES Committee
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the TES committee accept this report as information.

BACKGROUND:

The Government of Ontario states that the benefits of O.Reg 409/16 include:

- significantly reducing greenhouse gas emissions from transporting soil
- reducing illegal dumping and inappropriate relocation
- decreasing road damage
- decreasing amount of reusable soil going to landfill
- cost savings associated with decreases in transportation and landfilling of excess soil

Most rural Municipalities already have beneficial use practices in place and only dispose of excess material outside of our right of ways when the material has no beneficial use. Municipalities then typically look for residential or commercial beneficial use sites near the work area to reduce costs and greenhouse gas emissions. In order to continue this practice excess soils from maintenance and rehabilitation works deposited at residential or commercial addresses shall be required to consent in writing that they have a beneficial use for the material and the Township shall be required to retain a hauling log for 2 years stating where the material originated from and where the material was deposited.

The Townships landfill qualifies as a Class 2 soil management site and may also receive excess soils from our projects and maintenance activities under the beneficial use clause. To qualify as a Class 2 storage site the site must be operated by the project leader and owned by the project leader or a public body and no ECA is required if operated in accordance with the limits and rules:

- Notification to the Ministry
- No more than 10,000 m³ stored at a time
- Limited storage time period of two years unless extended by the Ministry.

This portion of the regulation may change again on January 1st, 2025, when restrictions on the deposit of clean soils at landfills portion of the act come into effect.

A project is not considered complete until the excess soil is deposited at a final destination site, either a Class 1 site or beneficial use site.

Highlighted sections from O. Reg 409/16 that carry implication for Rural Municipal Maintenance and Infrastructure Projects are:

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What constitutes maintaining infrastructure in a fit state of repair?

Maintaining in a fit state of repair would include cleaning out infrastructure, repairing infrastructure or replacing existing infrastructure with similar infrastructure; it would not result in increased capacity or a different alignment and includes culvert replacement, roadbed repair or pipe replacement, including temporary infrastructure that is part of the maintenance process, such as a by-pass pipe or a minor road diversion or replacing a pipe by laying a new parallel pipe to allow the old one to stay in service until the new one is finished

Out of scope examples include new construction such as building a road, or a transit right of way, digging a tunnel for a new subway or digging a new sewage/watermain, tunnel, re-aligning (vertically or horizontally), twinning, or adding capacity or widening of a pipe or road

Types of projects that are subject to reuse planning requirements:

1. *Projects generating 2000m³ or more of excess soil and that are in a settlement area (such as cities and towns); this trigger does not apply to projects in rural areas.*

Exemptions from reuse planning specific to infrastructure projects are:

1. *Projects that are related to maintaining infrastructure in a “fit state of repair” other than excavation of excess soil from a stormwater management pond.*
2. *The excess soil is excavated as a part of an infrastructure project and after removal from the project area, the excess soil is being reused (finally placed) as part of an undertaking related to another infrastructure project with the same project leader or a public body as the project leader.*

Excess soil is not designated as waste if all the following criteria are satisfied:

1. *The excess soil is directly transported to a reuse site from a project area, a Class 1 soil management site, a Class 2 soil management site or a local waste transfer facility.*
2. *Except if the owner or operator of the reuse site is the project leader for the project from which the excess soil was delivered, the owner or operator of the reuse site or a person authorized by the owner or operator has consented in writing to the deposit of the excess soil at the reuse site.*

There are several exemptions from reuse planning requirements outlined in Schedule 2 of the regulation, some exemptions apply to any type of project, and some are specific to infrastructure projects.

Transportation of excess soil not designated as waste:

The owner and operator of a vehicle transporting excess soil that is not designated as waste shall ensure that the excess soil is collected and transported in accordance with the following rules:

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1. *The excess soil shall only be collected and transported in a vehicle that has been constructed to enable the excess soil to be transferred safely and without nuisance.*
2. *Bodies of vehicles shall be constructed to withstand abrasion and corrosion from the excess soil.*
3. *Bodies of vehicles shall be leakproof and covered where necessary to prevent the emission of offensive odours, the falling or blowing of material from the vehicle or the release of dust or other airborne materials that may cause air pollution.*
4. *If the excess soil is liquid soil*
5. *Valves that are part of the vehicle shall have a locking system and shall be locked when the vehicle contains the liquid soil and the owner or operator of the vehicle is not in attendance, and*
6. *Whenever liquid soil is being transferred to or from the vehicle, the owner or operator of the vehicle must be present.*

Information to be provided when transporting excess soil:

A person who is operating a vehicle for the purpose of transporting excess soil shall provide the following information to any provincial officer, upon request:

1. *The location at which the excess soil was loaded for transportation.*
2. *The date and time the excess soil was loaded for transportation.*
3. *The quantity of excess soil in the load.*
4. *The name of an individual who may be contacted to respond to inquiries regarding the load, including inquiries regarding the soil quality.*
5. *The name of the corporation, partnership or firm transporting the excess soil, the name of the driver of the vehicle and the number plates issued for the vehicle under the Highway Traffic Act.*
6. *The location at which the excess soil is to be deposited.*

Landfilling site beneficial use criteria

1. *Subject to subsection (2), no person shall deposit, or cause, permit or arrange for the deposit of excess soil at a landfilling site or dump if the excess soil meets the soil quality standards set out in the Excess Soil Standards for the purposes of this subsection.*

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2. *Subsection (1) does not apply if the excess soil will be used for daily cover, final cover, the construction of roads or berms or to support any other type of ancillary use that supports the operation of the landfilling site.*

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

- The 48-page MECP Excess Soil on Infrastructure Projects presentation is available by request
- The 18-page O. Reg 409/16 is available by request

CONSULTATIONS:

Laura Blease – MECP Senior Policy Advisor

Reema Kureishy – MECP Policy Analyst

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk



Township of Horton COUNCIL / COMMITTEE REPORT

Title: JP2G Tendering Services and Field Observation	Date:	April 6 th , 2022
	Council/Committee:	TES Committee
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the TES Committee accept this report as information.

BACKGROUND:

The Thompson Hill detailed rehabilitation design has reached the 100% design stage and JP2G has provided an estimated schedule of pricing for tendering and construction phase services. The funding for these services shall be from OCIF and were approved in the 2022 Capital Budget at an upset of \$60,000. Staff shall mitigate the cost of these services by utilizing our summer students as site monitors who shall document activities with detailed site monitoring reports and daily consultations with the Townships Public Works Manager. Dependent on the challenges and hurdles posed as the project proceeds the Township may lessen JP2G's field observation presence and focus the consultant's involvement on post construction activities and preparation of as built drawings.

The schedule for the tendering process is as follows:

- Tender Release – March 28th
- Tender Opening – April 14th
- Tender Award – May 3rd

ALTERNATIVES:

FINANCIAL IMPLICATIONS:

Upset limit of \$60,000 as allocated in the 2022 Capital budget adopted by Council.

ATTACHMENTS:

2022-03 Tendering and Field Work Proposal Addenda Jp2g No 17-5110B

CONSULTATIONS:

Hope Dillabough CAO/Clerk

Nathalie Moore – Treasurer

Michael Fadock – Project Manager / Civil Engineer

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA



Jp2g No. 17-5110B

March 22, 2022

Via e-mail

Horton Township
2253 Johnston Road
Renfrew, ON, K7V 3Z8
Tel: 613-432-6271
Aknapp@hortontownship.ca

Attention: Adam Knapp, CRS
Public Works Manager

Re: Civil Engineering Services
Tendering Services and Field Observation

Please find enclosed our descriptions and budgets to complete tendering services and field observation further to PW2020-07. The services provided are detailed in the below bullets.

1 TENDER PERIOD - \$5,000.00 ESTIMATE

- o Final circulation to utility companies
- o Formal Submission - Tender Documents 100%
- o Advertise Tender and respond to information requests
- o Prepare Addendum(s)
- o Tender Opening
- o Tender Report - Review bids and prepare a recommendation
- o Prepare and circulate contract documents for signature

2 CONSTRUCTION PHASE SERVICES & CONTRACT ADMINISTRATION - \$55,000.00 ESTIMATE

- o Attend Pre-Construction Meeting and Prepare Minutes
- o Review Shop Drawings & Deliverables
- o Undertake Site Review (assume 70 working day construction period at 50% attendance)
- o Contract Administration During Construction
- o Post Construction Activities (PC's, Compile final documentation, Deficiency List, Post Construction site review)
- o Prepare as-built drawings

2.1 Services would be billed against the above two budget estimates on a monthly basis. Standard hourly rates for work are as detailed below:

Position /Title	Staff Member Hourly Rate
Partner / Principal	\$225 / hour
Senior Engineer / Project Manager	\$150 / hour
Intermediate Engineer	\$125 / hour
Junior Engineer	\$100 / hour
Technician /Technologist	\$95 / hour
Other (Junior Tech)	\$85 / hour
Admin Support	\$75 / hour

- 2.2 Mileage expenses will be invoiced at cost.
- 2.3 HST is additional to our fees and disbursements.
- 2.4 Contracts and invoices are to be in the name of Jp2g Consultants Inc.

3 SCOPE OF WORK

All of Jp2g's engineering services will be performed in accordance with applicable codes, by-laws, standards and good engineering practice as described in Sections 1 and 2. The terms and conditions of the existing PW2020-07 Contract are assumed to continue to apply.

Please indicate your acceptance of the above scope and budget by responding via email.

We thank you for the opportunity to submit a fee on this work. Should you require any further clarification, please contact the undersigned.

Sincerely,

Jp2g Consultants Inc.
ENGINEERS • PLANNERS • PROJECT MANAGERS



Michael Fadock, MAsc. P.Eng.
Project Manager / Civil Engineer



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Joint RFP to develop a Transportation Master Plan	Date:	April 6th, 2022
	Council/Committee:	TES Committee
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the TES committee agree with Staff's recommendation and recommend to Council that the Township of Horton enter into a joint Request for Proposal (RFP) for Professional Services for the development of a Transportation Master Plan within the Township of Horton that shall coincide with the County of Renfrew's Transportation Master Plan

FURTHER that the funding for the request for proposal shall be determined upon award of the services and the upset cost is fully disclosed.

BACKGROUND:

During the County of Renfrew Operations Committee meeting on March 8th, Committee passed a Resolution directing County of Renfrew staff to issue a Request for Proposal (RFP) for Professional Services for the development of a Transportation Master Plan (TMP) for the County of Renfrew of Renfrew.

The County of Renfrew understands that many local Municipalities are either planning to undertake their own TMP or are in the process of soliciting similar services. There is an opportunity to realize savings, and to reduce redundancy of works by different Consultants, if we are able to combine the works. As such, the County of Renfrew would like to take this opportunity to reach out to see which local municipalities may wish to have the development of their own TMP included in the County of Renfrew's RFP. By doing so, the County of Renfrew Roads would already be taken into consideration in your local TMP(s) at no additional cost and the different TMP's should coincide with each other with less required coordination between different firms.

If there is interest in having local TMP's included in the County of Renfrew's RFP, they would ensure that any requirements specific to individual Municipalities are included in the County of Renfrew's RFP. The RFP will also require that costs for the local TMP's be included as provisional so that the share of costs is clearly identified and separated while also allowing individual local municipalities the opportunity to withdraw without penalty if the proposed costs should be higher than anticipated. .

Horton has experienced a 10.2% population growth since 2016 and with the twinning of Highway 17 to Bruce Street forecasted for completion in 2025 to 2027 this growth trend will likely grow exponentially.

RETURN TO AGENDA

A Transportation Master Plan integrates existing and future land-use planning and the planning of transportation infrastructure with the principles of environmental assessment planning. To date Horton has not conducted a TMP and Staff believe that this is an opportune time to conduct this study and define our long-term transportation objectives as a supplement to transportation needs identified in unison with our Official Plan. Horton Township is in the process of reviewing our Level of Service and implementing a new Asset Management Plan as well as procuring AM Software through PSD Citywide and a TMP would be invaluable to ensure we are planning for sustainability.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

Unknown at this time

Estimated at an upset of \$60,000

ATTACHMENTS:

N/A

CONSULTATIONS:

Taylor Hanrath – Acting Manager of Infrastructure, County of Renfrew

Hope Dillabough CAO/Clerk

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Horton and McNab Braeside Boundary Road Agreement	Date:	April 6th, 2022
	Council/Committee:	TES Committee
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the TES committee agree with staff's recommendation and recommend to Council that the Township of Horton enter into an agreement with the Township of McNab Braeside regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

BACKGROUND:

Upon Councils approval of the Boundary Road agreements between Horton and Admaston Bromley Staff began to compose draft agreements between Horton and all of our bordering Municipalities. Staff utilized the agreements for McBride Road and the Blackburn road as a template for the draft agreements presented.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

As proposed in the draft agreement and per the pertinent Municipalities AMP and Capital forecasting plan.

ATTACHMENTS:

Schedule A Horton Maintained Roads
Schedule B McNab Braeside Maintained Roads

CONSULTATIONS:

Hope Dillabough, CAO/Clerk

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

**Schedule "A" to By-Law 2022-xx
HORTON MAINTAINED ROADS**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of McNab Braeside
hereinafter called "McNab Braeside" of the second part

WHEREAS Horton and McNab Braeside 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 and B 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.

RETURN TO AGENDA

4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of McNab Braeside and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing, patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the McBride Road, 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.
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 Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities 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.
 - 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, notify the Municipality assigned the Boundary Road and stay on site until they arrive 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. Horton 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 twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name McNab Braeside as an additional

insured and Horton shall provide a certificate of such insurance coverage to McNab Braeside throughout the term of this agreement and any renewal thereof and further provide McNab Braeside within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. 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 ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
14. 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.
15. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 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.
16. 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.
17. 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 HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF MCNAB BRAESIDE

PER:

Tom Peckett, Mayor

Lindsey Lee, CAO/Clerk



Appendix A

MUNICIPALITY	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map # 1 McBride Road						
HORTON	Opened	Maintained	Fraser Road	Burnstown Road Lat : 45.42769 N Long: 76.26961 W	Townline of Horton and Greater Madawaska Lat: 45.41980 N Long: 76.64225 W	1.33 km
See Map #1B Fraser Road Allowance						
HORTON	Unopened	Not Maintained	Fraser Road Allowance	Burnstown Road Lat :45.42776 N Long: 76.62940 W	Highway 17 Lat: 45.44696 N Long: 76.59860 W	3.23 km
See Map #2 Storie Road						
HORTON	Opened	Maintained	Storie Road	Turn around at the end of the Municipally Maintained portion of the Roadway Lat: 76.50861 N Long: 76.50912	River Road Lat : 45.50035 N Long: 76.52136 W	1.32 km

RETURN TO AGENDA

See Map #2B Storie Road Allowance						
HORTON	Unopened	Not Maintained	Storie Road Allowance	River Road Lat:45.50020 N Long: 76.52155 W	Early Road Lat: 45.48643 N Long: 76.54139 W	2.18 km
See Map #3 Early Road						
HORTON	Opened	Maintained	Early Road	Storie Road Allowance Lat: 45.48643 N Long: 76.54139 W	Lochwinnoch Road Lat: 45.48539 N Long: 76.54280 W	0.12 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

DRAFT

Map # 1 Fraser Road

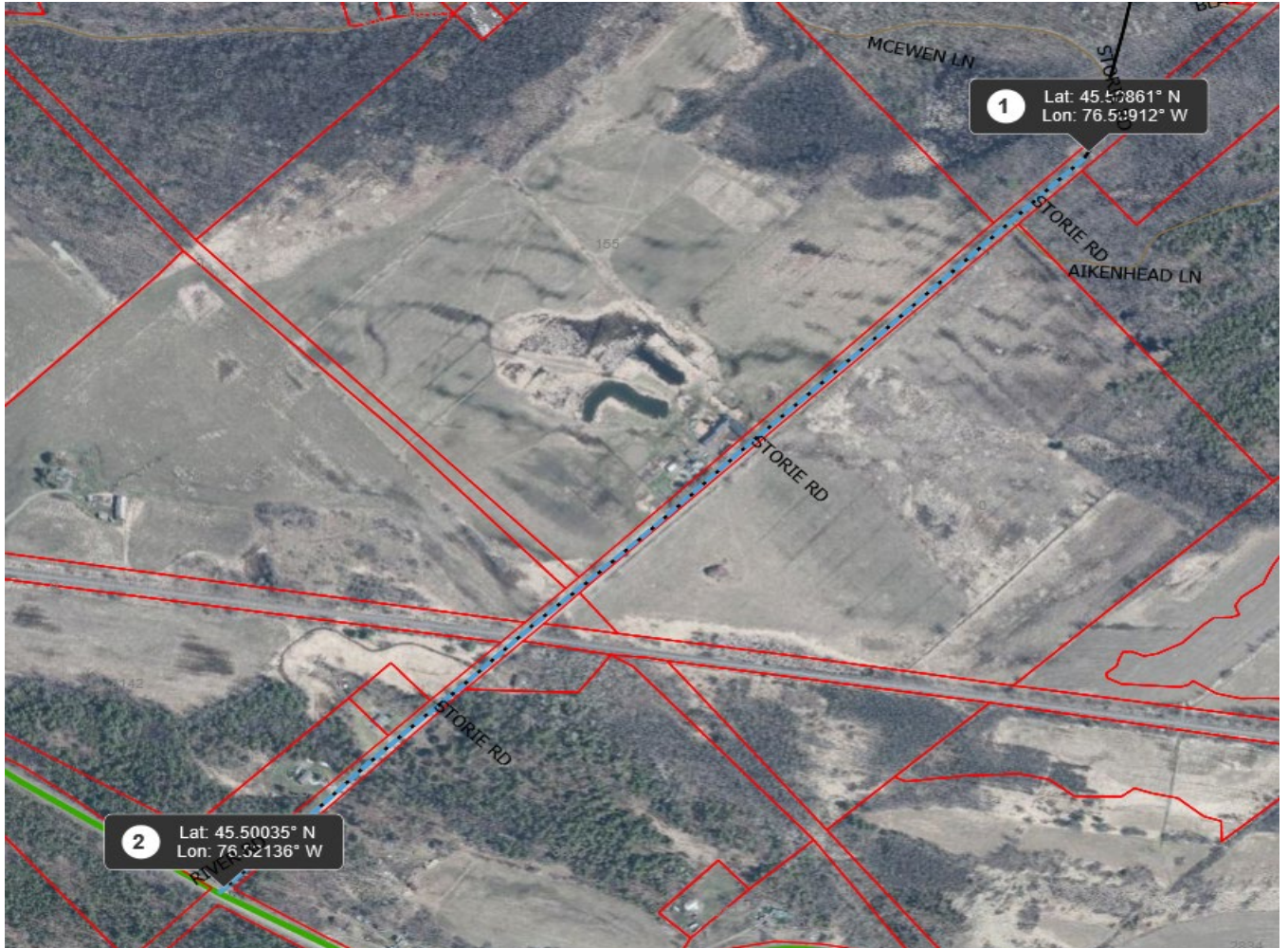


Map # 1B Fraser Road Allowance



[RETURN TO AGENDA](#)

Map #2 Storie Road



Map #2B Storie Road Allowance

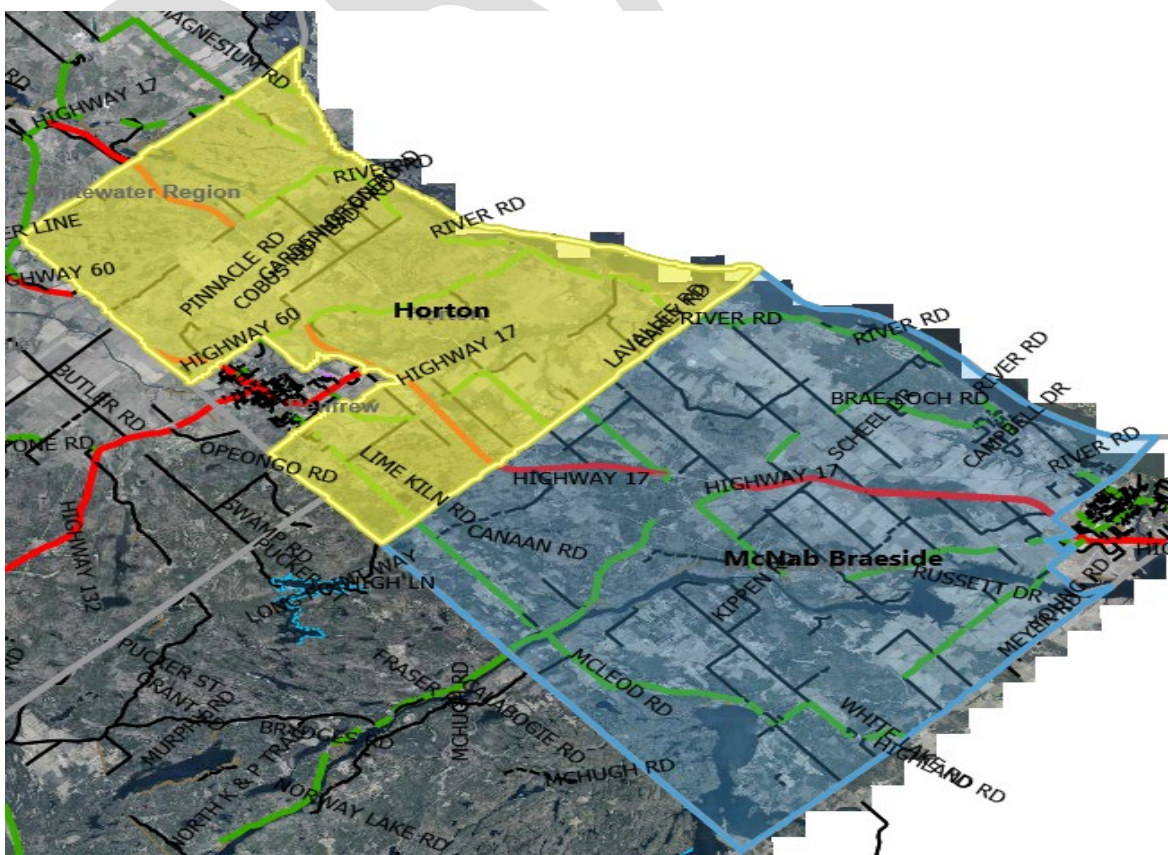


[RETURN TO AGENDA](#)

Map #3 Early Road



Horton And McNab Braeside



**Schedule "B" to By-Law 2022-xx
MCNAB BRAESIDE MAINTAINED ROADS**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of McNab Braeside
hereinafter called "McNab Braeside" of the second part

WHEREAS Horton and McNab Braeside 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.

RETURN TO AGENDA

4. It shall be McNab Braeside's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of McNab Braeside and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the Boundary Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs. 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.
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 Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities 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.
 - 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, notify the Municipality assigned the Boundary Road and stay on site until they arrive 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. McNab Braeside 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 twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional

insured and McNab Braeside shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. 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 ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
14. 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.
15. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 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.
16. 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.
17. 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 HORTON

PER:

David Bennett, Mayor

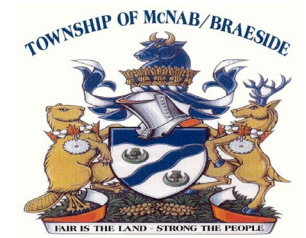
Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF MCNAB BRAESIDE

PER:

Tom Peckett, Mayor

Lindsey Lee, CAO/Clerk



Appendix A

MUNICIPALITY	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map # 1 Lochwinnoch Road						
McNab Braeside	Opened	Maintained	Lochwinnoch Road	From Early Road Lat: 45.48533 N Long: 76.54285 W	Miller Road Lat: 45.48533 N Long: 76.56645	2.6 km
See Map #2 Yantha Road						
McNab Braeside	Opened	Maintained	Yantha Road	From Lochwinnoch Road Lat: 45.46165 N Long: 76.57720	Goshen Road Lat: 45.45225 N Long: 76.59025	1.47 km
See Map #2B Yantha Road Allowance						
McNab Braeside	Unopened	Not Maintained	Yantha Road Allowance	Goshen Road Lat: 45.45143 N Long: 76.59137 W	Highway 17 Lat: 45.44805 N Long: 76.59630 W	0.54 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

RETURN TO AGENDA

Map # 1 Lochwinnoch Road



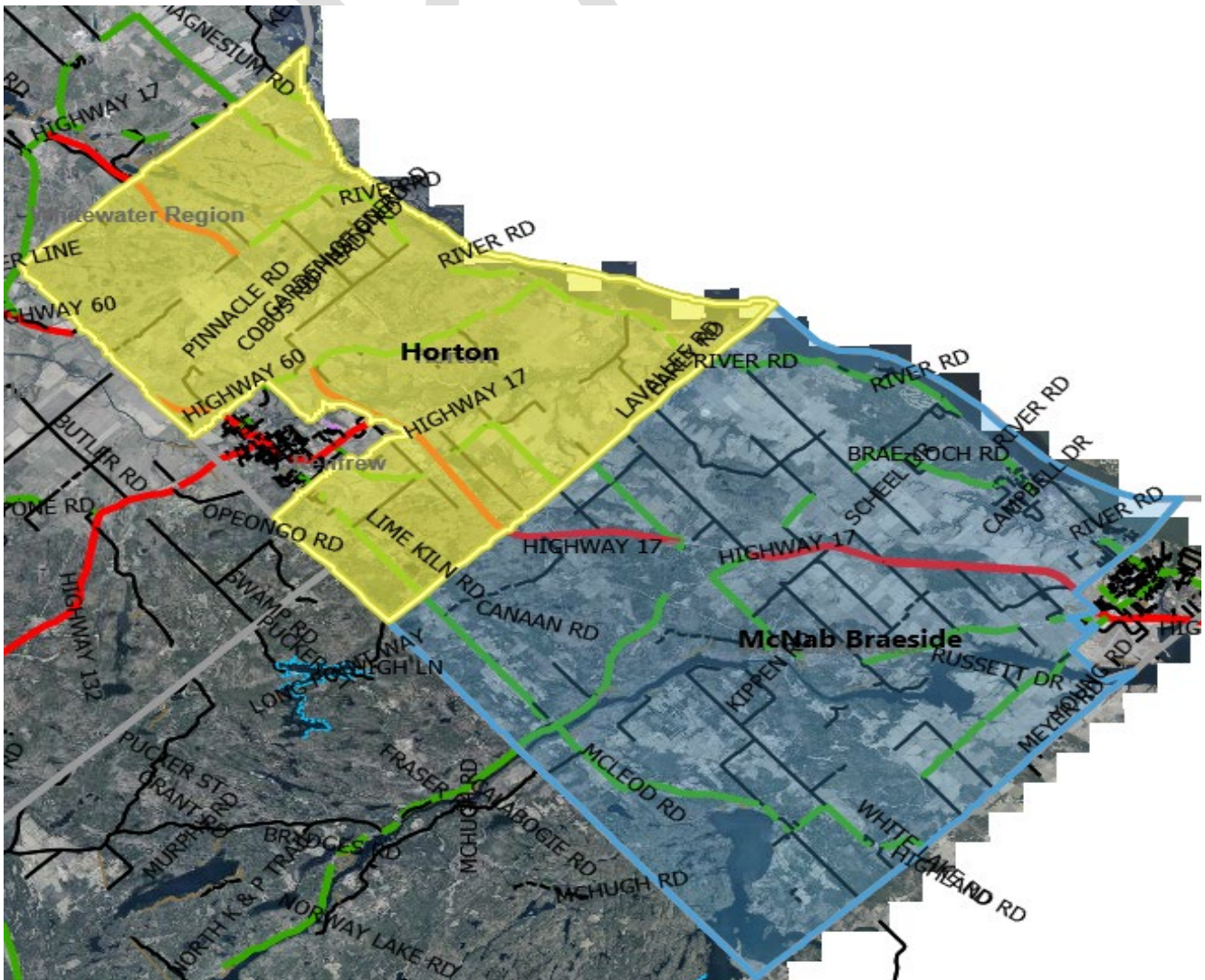
Map #2 Yantha Road



Map #2B Yantha Road Allowance



Horton and McNab Braeside



[RETURN TO AGENDA](#)



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Horton and Greater Madawaska Boundary Road Agreement	Date:	April 6th, 2022
	Council/Committee:	TES Committee
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the TES committee agree with staff's recommendation and recommend to Council that the Township of Horton enter into an agreement with the Township of Greater Madawaska regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

BACKGROUND:

Upon Councils approval of the Boundary Road agreements between Horton and Admaston Bromley Staff began to compose draft agreements between Horton and all of our bordering Municipalities. Staff utilized the agreements for McBride Road and the Blackburn road as a template for the draft agreements presented.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

As proposed in the draft agreement and per the pertinent Municipalities AMP and Capital forecasting plan.

ATTACHMENTS:

Schedule A Greater Madawaska Maintained Roads

CONSULTATIONS:

Hope Dillabough, CAO/Clerk

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

**Schedule "A" to By-Law 2022-xx
GREATER MADAWASKA MAINTAINED ROADS**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Greater Madawaska
hereinafter called "Greater Madawaska" of the second part

WHEREAS Horton and Greater Madawaska 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 Allowance. The Municipalities agree that the value of the respective routine maintenance and repair for the road as identified in Appendix A will be 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.

RETURN TO AGENDA

4. It shall be Greater Madawaska's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Greater Madawaska and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing, patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the Blackburn Road, 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.
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 Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities 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.
 - 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, notify the Municipality assigned the Boundary Road and stay on site until they arrive 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. Greater Madawaska 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 twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in

respect of property damage. The policy shall name Horton as an additional insured and Greater Madawaska shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. 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 ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
14. 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.
15. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 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.
16. 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.
17. 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 HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF GREATER MADAWASKA

PER:

Brian Hunt, Mayor

Allison Holtzhauer, CAO

Appendix A



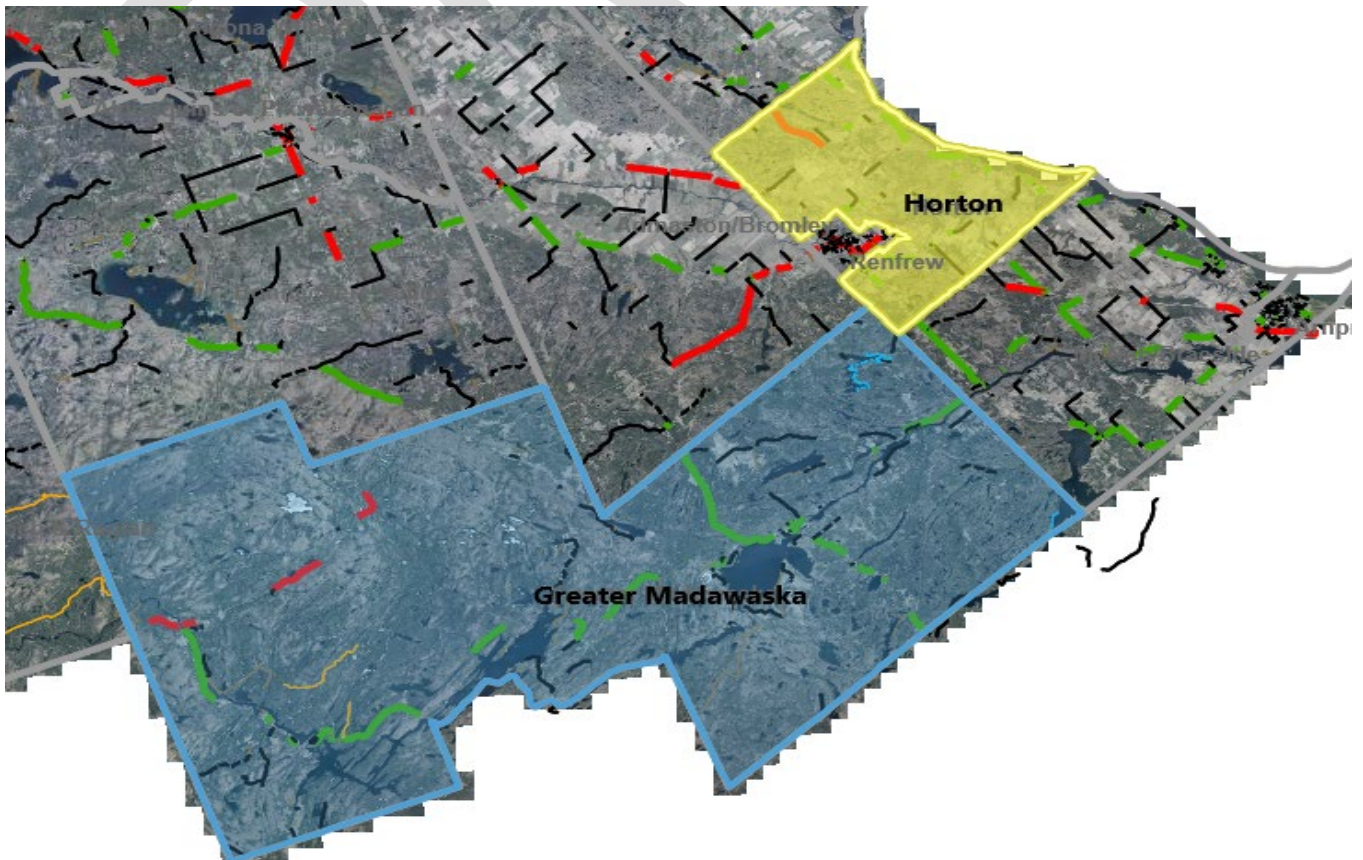
MUNICIPALITY	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map # 1 Blackburn Allowance						
Greater Madawaska	Unopened	Not Maintained	Blackburn Allowance	Fraser Road Lat: 45.41981 N Long: 76.64239 W	The Municipal Boundary Line of Horton, Greater Madawaska and Admaston Bromley Lat: 45.43605 N Long: 76.66293 W	2.43 km

[RETURN TO AGENDA](#)

Map # 1 Blackburn Allowance



Horton and Greater Madawaska





Township of Horton COUNCIL / COMMITTEE REPORT

Title: Horton and The Town of Renfrew Boundary Road Agreement	Date:	April 6 th , 2022
	Council/Committee:	TES Committee
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the TES committee agree with staff's recommendation and recommend to Council that the Township of Horton enter into an agreement with the Town of Renfrew regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

BACKGROUND:

Upon Councils approval of the Boundary Road agreements between Horton and Admaston Bromley Staff began to compose draft agreements between Horton and all of our bordering Municipalities. Staff utilized the agreements for McBride Road and the Blackburn road as a template for the draft agreements presented.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

As proposed in the draft agreement and per the pertinent Municipalities AMP and Capital forecasting plan.

ATTACHMENTS:

Schedule A Horton Maintained Roads
Schedule B The Town of Renfrew Maintained Roads

CONSULTATIONS:

Hope Dillabough, CAO/Clerk

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

**Schedule "A" to By-Law 2022-xx
HORTON MAINTAINED ROADS**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Town of Renfrew
hereinafter called "Renfrew" of the second part

WHEREAS Horton and Renfrew 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 and B 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.

RETURN TO AGENDA

4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Town of Renfrew and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing, patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the McBride Road, 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.
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 Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities 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.
 - 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, notify the Municipality assigned the Boundary Road and stay on site until they arrive 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. Horton 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 twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Renfrew as an additional insured and

Horton shall provide a certificate of such insurance coverage to Renfrew throughout the term of this agreement and any renewal thereof and further provide Renfrew within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. 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 ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
14. 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.
15. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 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.
16. 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.
17. 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 HORTON

PER:

David Bennett, Mayor

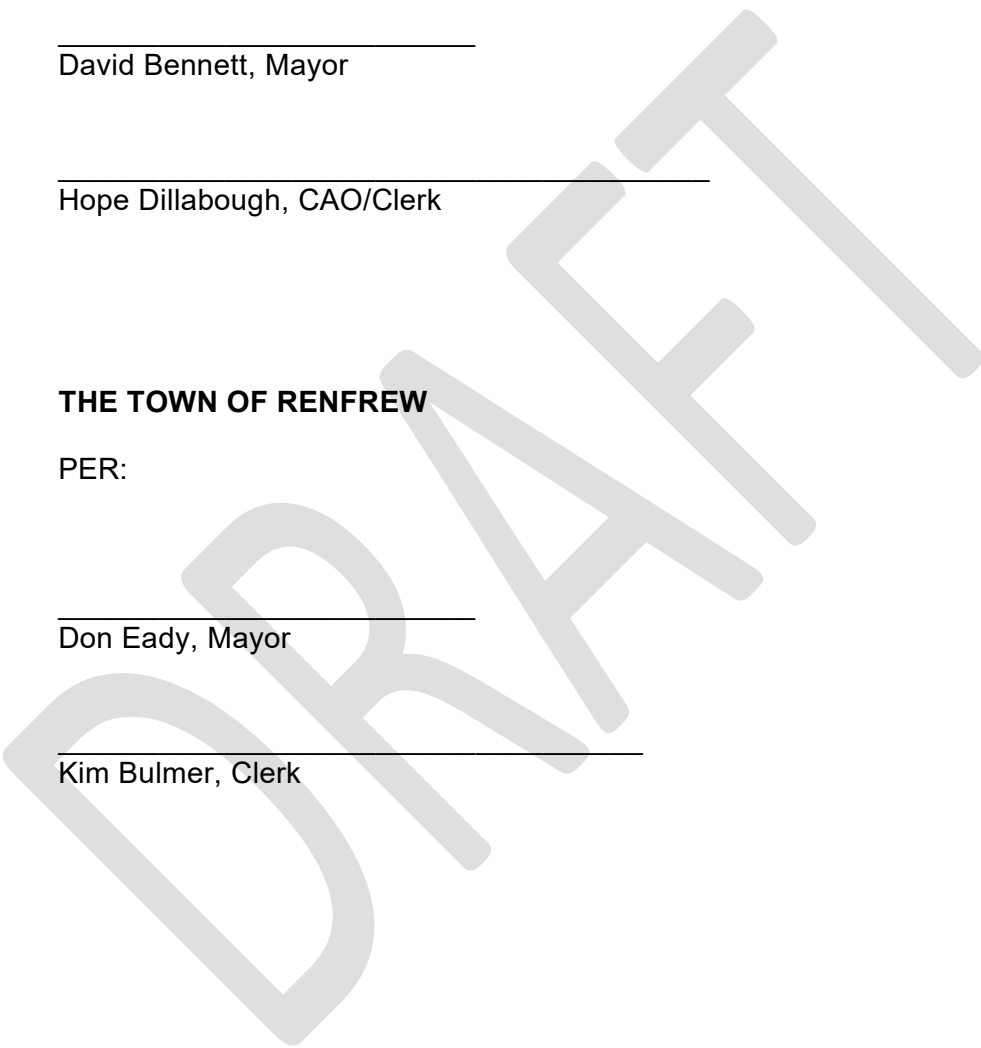
Hope Dillabough, CAO/Clerk

THE TOWN OF RENFREW

PER:

Don Eady, Mayor

Kim Bulmer, Clerk





Appendix A

MUNICIPALITY	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map # 1 McBride Road						
HORTON	Opened	Maintained	McBride Road	The Townline of Horton, Renfrew and Admaston Bromley Lat: 45.47620 N Long: 76.71531 W	The high-water mark of the Bonnechere River Lat: 45.47424 N Long: 76.71276 W	0.3 km
See Map #2 Cobus Road						
HORTON	Opened	Maintained	Cobus Road	The Townline of Horton and Renfrew Lat:45.49386 N Long:76.68789 W	Bruce Street Lat:45.49242 N Long: 76.68616 W	0.2 km
See Map #2B Cobus Road Allowance						
HORTON	Unopened	Un Maintained	Cobus Road Allowance	The high-water mark of the Bonnechere River Lat: 45.48426 N Long: 76.67577 W	Bruce Street Lat: 45.49223 N Long : 76.68594 W	1.19 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

RETURN TO AGENDA

Map # 1 McBride Road



Map #2 Cobus Road

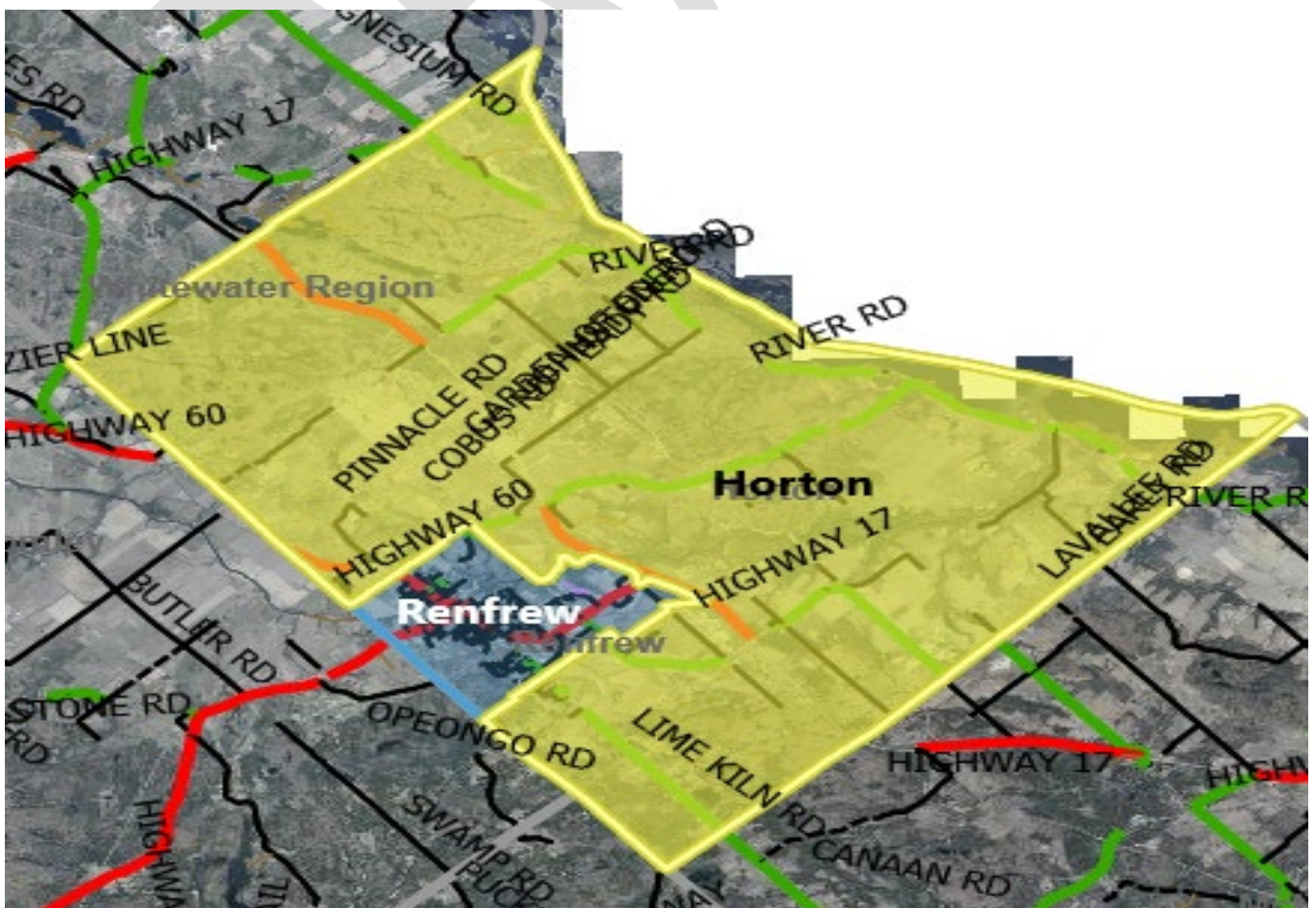


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Map 2 B Cobus Road Allowance



Horton and Renfrew



[RETURN TO AGENDA](#)

**Schedule "B" to By-Law 2022-xx
RENFREW MAINTAINED ROADS**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Town of Renfrew
hereinafter called "Renfrew" of the second part

WHEREAS Horton and Renfrew 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.

RETURN TO AGENDA

4. It shall be Renfrew's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Town of Renfrew and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the Boundary Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs. 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.
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 Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities 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.
 - 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, notify the Municipality assigned the Boundary Road and stay on site until they arrive 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. Renfrew 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 twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional insured and

Renfrew shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. 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 ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
14. 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.
15. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 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.
16. 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.
17. 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 HORTON

PER:

David Bennett, Mayor

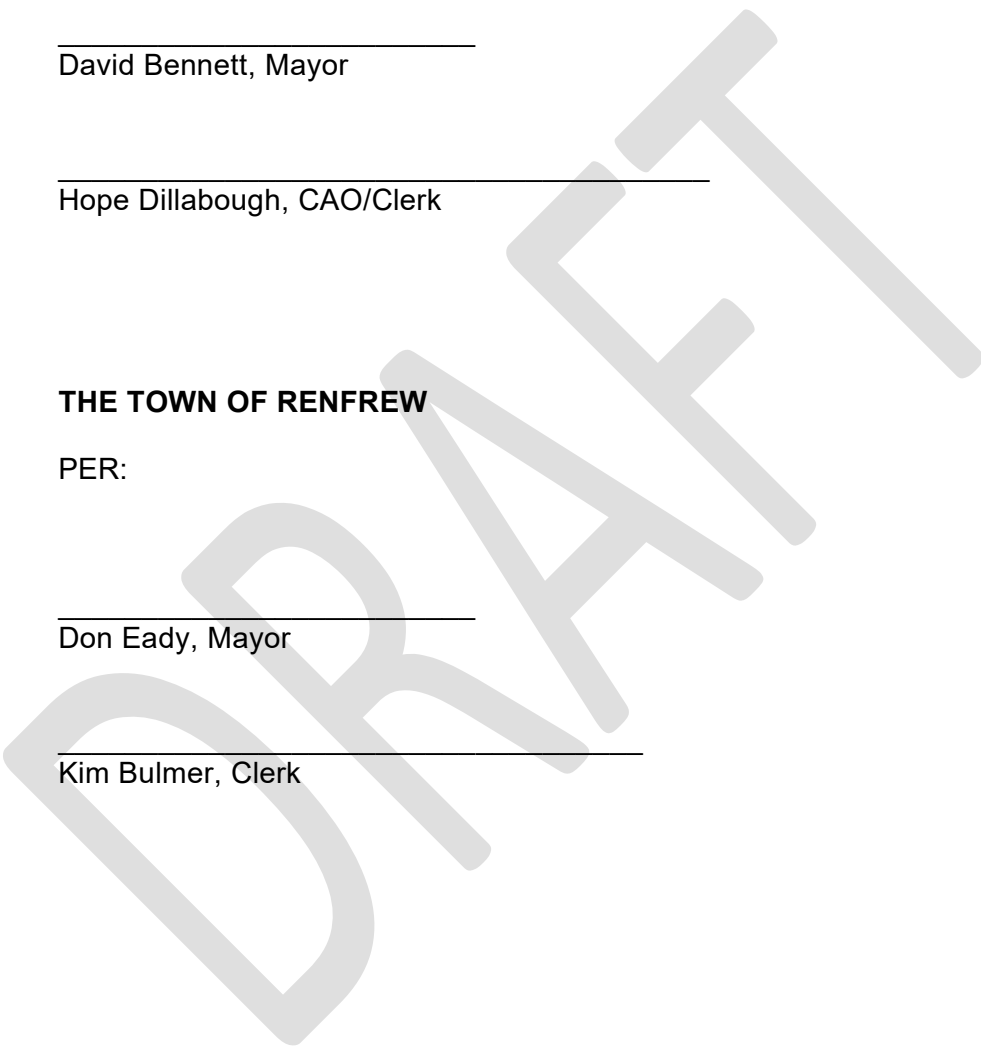
Hope Dillabough, CAO/Clerk

THE TOWN OF RENFREW

PER:

Don Eady, Mayor

Kim Bulmer, Clerk



Appendix A

MUNICIPALITY	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map #1 Graham Avenue						
Renfrew	Opened	Maintained	Graham Avenue	From Raglan Street / Burnstown Road Lat: 45.46106 N Long: 76.67046 W	The End of the Municipally maintained portion of Graham Avenue Lat: 45.46275 N Long: 76.66776 W	0.28 km
See Map #1B Graham Avenue Allowance						
Renfrew	Unopened	Not Maintained	Graham Avenue Allowance	The End of the Municipally maintained portion of Graham Avenue Lat: 45.46275 N Long: 76.66776 W	Eighth Street Lat: 45.46588 N Long: 76.66278	0.52 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

RETURN TO AGENDA

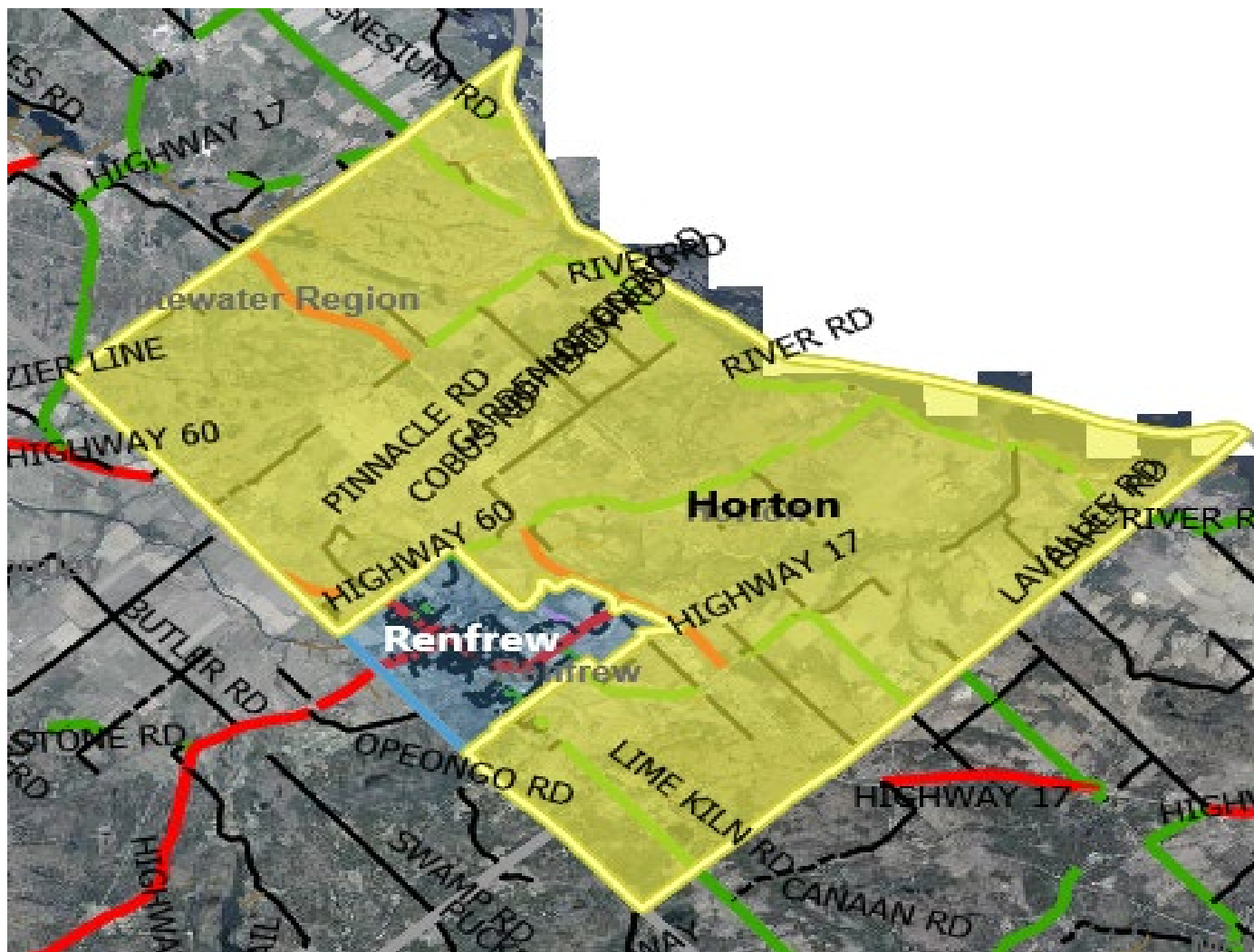
Map # 1 Graham Avenue



Map #1B Graham Avenue Road Allowance



Horton and Renfrew





Township of Horton COUNCIL / COMMITTEE REPORT

Title: Horton and Whitewater Region Boundary Road Agreement	Date:	April 6th, 2022
	Council/Committee:	TES Committee
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT the TES committee agree with staff's recommendation and recommend to Council that the Township of Horton enter into an agreement with the Township of Whitewater Region regulating the maintenance and repair of the boundary highways as displayed in Schedule A, Schedule B and Schedule C over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

BACKGROUND:

Upon Councils approval of the Boundary Road agreements between Horton and Admaston Bromley Staff began to compose draft agreements between Horton and all of our bordering Municipalities. Staff utilized the agreements for McBride Road and the Blackburn road as a template for the draft agreements presented.

ALTERNATIVES:

N/A

FINANCIAL IMPLICATIONS:

As proposed in the draft agreement and per the pertinent Municipalities AMP and Capital forecasting plan.

ATTACHMENTS:

Schedule A Horton Maintained Roads
Schedule B Whitewater Region Maintained Roads

CONSULTATIONS:

Hope Dillabough, CAO/Clerk

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

**Schedule "A" to By-Law 2022-xx
HORTON MAINTAINED ROADS**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Whitewater Region
hereinafter called "Whitewater Region" of the second part

WHEREAS Horton and Whitewater Region 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 and B 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.

RETURN TO AGENDA

4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Whitewater Region and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing, patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the McBride Road, 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.
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 Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities 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.
 - 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, notify the Municipality assigned the Boundary Road and stay on site until they arrive 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. Horton 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 twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Whitewater Region as an additional

insured and Horton shall provide a certificate of such insurance coverage to Whitewater Region throughout the term of this agreement and any renewal thereof and further provide Whitewater Region within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. 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 ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
14. 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.
15. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 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.
16. 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.
17. 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 HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF WHITEWATER REGION

PER:

Michael Moore, Mayor

Robert Tremblay, CAO

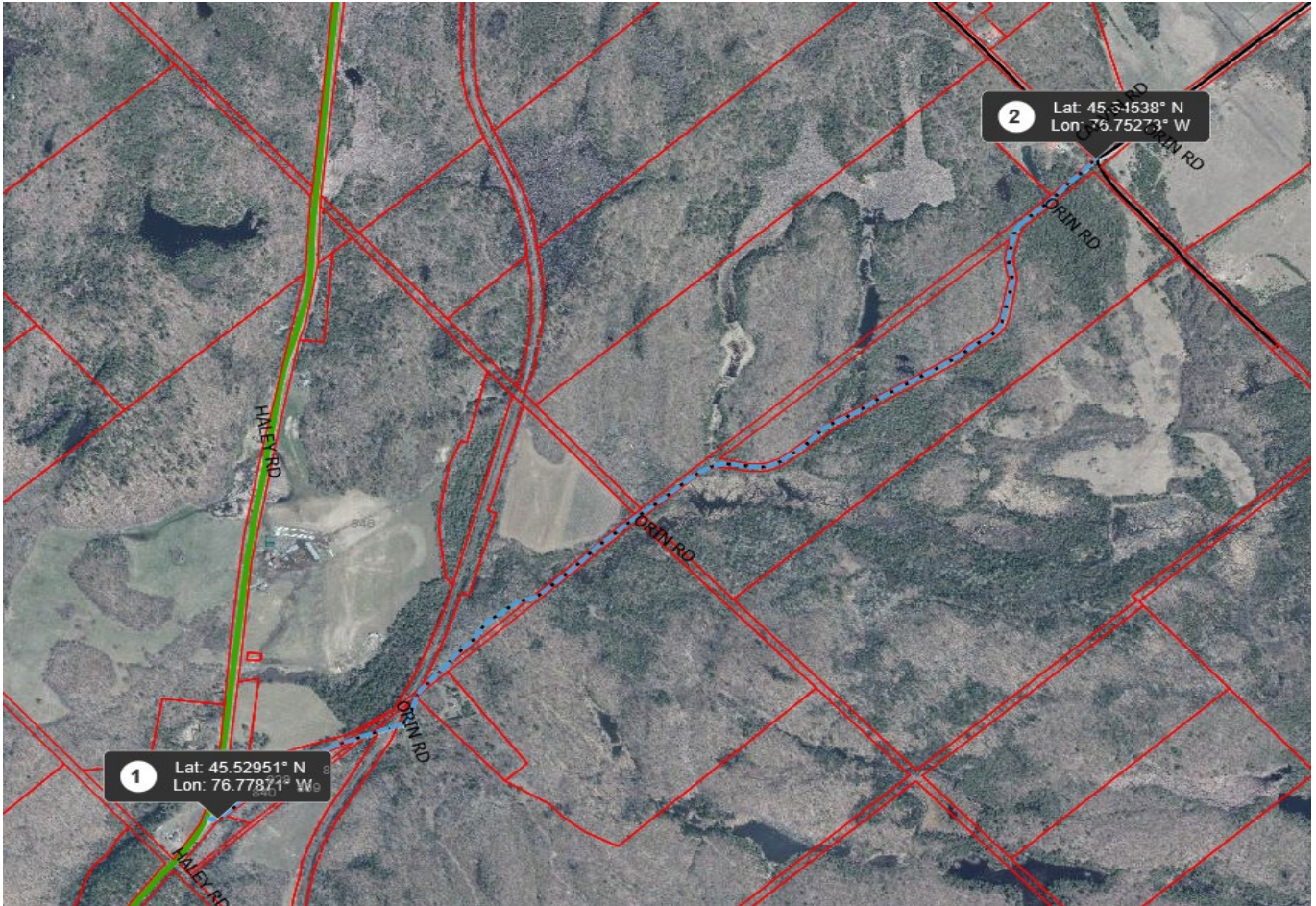


Appendix A

MUNICIPALITY	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	MUNICIPALITY
See Map # 1 Orin Road (West Section)						
HORTON	Opened	Maintained	Orin Road (West Section)	Haley Road Lat: 45.52951 N Long: 76.77871 W	Calvin Road Lat: 45.54538 N Long: 76.75273 W	2.82 km
See Map #1B Orin Road (East Section)						
HORTON	Opened	Maintained	Orin Road (East Section)	Garden of Eden Road Lat: 45.55320 N Long: 76.73962 W	Highway 17 Lat: 45.55397 N Long: 76.73828 W	0.13 km
See Map #						
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

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Map # 1 Orin Road (West Section)



Map #1B Orin Road (East Section)



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Horton and Whitewater Region



**Schedule "B" to By-Law 2022-xx
WHITEWATER REGION MAINTAINED ROADS**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Whitewater Region
hereinafter called "Whitewater Region" of the second part

WHEREAS Horton and Whitewater Region 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.

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4. It shall be Whitewater Region's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Whitewater Region and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the Boundary Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs. 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.
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 Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities 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.
 - 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, notify the Municipality assigned the Boundary Road and stay on site until they arrive 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. Whitewater Region 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 twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional

insured and Whitewater Region shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. 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 ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
14. 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.
15. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 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.
16. 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.
17. 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 HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF WHITEWATER REGION

PER:

Michael Moore, Mayor

Robert Tremblay, CAO



Appendix A

MUNICIPALITY	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map # 1 Bulmer Road Allowance (East Section)						
Whitewater Region	Unopened	Not Maintained	Bulmer Road Allowance	Service Road Lat: 45.55548 N Long: 76.73572 W	Highway 17 Lat: 45.55462 N Long: 76.73730 W	0.15 km
See Map #1B Bulmer Road Allowance (West Section)						
Whitewater Region	Unopened	Not Maintained	Blumer Road Allowance	Service Road Lat: 45.55554 N Long: 76.73578 W	High water mark of Garden Lake Lat: 45.55641 N Long: 76.73442 W	0.14 km
See Map #2 Berts Road Allowance (West Section)						
Whitewater Region	Unopened	Not Maintained	Berts Road Allowance	High water mark of Garden Lake Lat: 45.55755 N Long: 76.73332 W	The Maintained portion of Bert's Road Lat: 45.56644 N Long: 76.71773 W	1.56 km
See Map #2B Berts Road						
Whitewater Region	Opened	Maintained	Berts Road	The Western end of the maintained portion of Bert's Road Lat: 45.56651 N Long: 76.71784 W	The Eastern end of Bert's Road where the roadway turns North and is no longer a Boundary Road Lat: 45.56975 N Long: 76.71197 W	0.58 km

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See Map #2C Berts Road Allowance (West Section)						
Whitewater Region	Unopened	Not Maintained	Berts Road Allowance (West Section)	The Eastern end of Bert's Road where the roadway turns North and is no longer a Boundary Road Lat: 45.56975 N Long: 76.71197 W	Cheneaux Road Lat: 45.57411 N Long: 76.70435 W	0.77 km
See Map #3 Chenaux Road Allowance						
Whitewater Region	Unopened	Not Maintained	Chenaux Road Allowance	Chenaux Road Lat: 45.58403 N Long: 76.68846 W	High water mark of the Ottawa River Lat: 45.58963 N Long: 76.67994 W	0.91 km
See Map # 4 Kerr Line						
Whitewater Region	Opened	Maintained	Kerr Line	Chenaux Road Lat: 45.58396 N Long: 76.68214	Chenaux Road Allowance Lat : 45.58643 N Long: 76.68466 W	0.35 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

Map # 1 Bulmer Road (West Section)



Map #1B Bulmer Road (East Section)



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Map #2 Berts Road Allowance (West Section)



Map #2B Berts Road



Map #2C Bert's Road (East Section)



Map #3 Chenaux Rd Allowance



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Map #4 Kerr Line



Horton and Whitewater Region

