

THE CORPORATION OF THE CITY OF THE MUNICIPALITY OF CENTRE HASTINGS

BY-LAW NUMBER 2024-XX

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A BOUNDARY ROAD AGREEMENT DATED THE 16th DAY OF OCTOBER 2024, BETWEEN THE CORPORATION OF THE MUNICIPALITY OF TWEED AND THE CORPORATION OF THE MUNICIPALITY OF CENTRE HASTINGS

THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF CENTRE HASTINGS ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the Boundary Agreement dated the 16th day of October 2024, between The Corporation of The Municipality of Tweed and The Corporation of the Municipality of Centre Hastings, a copy of which is attached as SCHEDULE "A".
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Boundary Agreement dated the 16th day of October 2024, between The Corporation of The Municipality of Tweed and The Corporation of the Municipality of Centre Hastings, by and on behalf of The Corporation of the Municipality of Centre Hastings.
3. THAT the City Clerk be and is hereby authorized to affix to the said Boundary Agreement the Corporate Seal of The Corporation of the Municipality of Centre Hastings.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 16th day of October 2024.

Read a second time this 16th day of October 2024.

Read a third time and finally passed this 16th day of October 2024.

TOM DELINE MAYOR

TYHANY CHOINARD CITY CLERK

MEMORANDUM OF AGREEMENT made this 16th day of October 2024, BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TWEED, hereinafter called
“TWEED”,

And

THE CORPORATION OF THE MUNICIPALITY OF CENTRE HASTINGS, hereinafter
called “CENTRE HASTINGS”.

WHEREAS it is necessary that the Mutual Boundary Roads between the Corporation of the Municipality of Tweed and the Corporation of the Municipality of Centre Hastings be improved and maintained for the use of the travelling public;

AND WHEREAS the Councils of the Corporation of the Municipality of Tweed and the Corporation of the Municipality of Centre Hastings deem it advisable to enter into an agreement for the apportionment of the said boundary roads between the said Corporation of the Municipality of Tweed and the Corporation of the Municipality of Centre Hastings;

AND WHEREAS it has been recommended that Centre Hastings assume that portion of the boundary road between the Tweed and Centre Hastings presently opened to the use of the public in Centre Hastings as Camp Road, and Johnston Road (Johnston Rd. Boundary North) and that Tweed assume that portion of the boundary road between Tweed and Centre Hastings, presently opened to the use of the public in Centre Hastings as Countryman Road (from the boundary to the west end).

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the covenants and premises contained herein the parties hereto hereby agree with each other as follows:

1. The Corporation of the Municipality of Centre Hastings hereby agrees to assume the portion of mutual boundary roads between Tweed and Centre Hastings presently opened to the use of the public as follows:

Road	From	To
Camp Road	Quin-Mo-Lac Road	Camp Lane
Johnston Road	Johnston Road Boundary South	Johnston Rd. Boundary North

2. Those portions of mutual boundary roads as set out in Section 1 hereof, shall be to all interests and purposes part of the Municipal Road System of Centre Hastings. Centre Hastings shall have control of improvements and maintenance of such roads at their expense year-round, except as hereafter provided in Section 5 noted below.
3. Corporation of the Municipality of Tweed hereby agrees to assume the portion of mutual boundary roads between Tweed and Centre Hastings, presently opened to the use of the public as follows:

Road	From	To
Countryman Road	The Boundary	West Dead End

4. These portions of mutual boundary roads as set out in Section 3, hereof, shall be to all interests and purposes part of the Municipal Road System of Tweed. Tweed shall have control of improvements and maintenance of such roads at their expense year-round, except as hereinafter provided in Section 5 noted below.
5. In case of bridge or culvert repair or replacement, road resurfacing, road reconstruction, intersection improvements, lane widenings, new traffic signals and railway crossing improvements, the cost of which exceeds \$10,000.00, on any of the sections hereby apportioned between Tweed and Centre Hastings, the total cost of such work shall be borne in equal shares by Tweed and Centre Hastings. The shareable cost shall be the net cost after deducting any contributions towards such work received by either Tweed or Centre Hastings. It will be the responsibility of the municipality which has jurisdiction to monitor the boundary road and

recommend improvements. Any proposed project will then be considered by each municipality and a mutually agreeable course of action will be determined through the normal budget process. No work shall started until both municipalities have approved the project through the normal budget process. This clause does not apply to Robinson Road (from 25 metres North of Martin Road to West End).

6. The portion of Robinson Road from the 25m North of Martin Road to the West End, shall be to all interests and purposes part of the Municipal Road System of Centre Hastings. Both Centre Hastings and Tweed agree to a joint maintenance agreement. Centre Hastings will undertake all aspects of winter road maintenance from November 1st to April 15th and Tweed will undertake all aspects of summer maintenance for the remainder of the year. The portion of Robinson Road from 25m North of Martin Road and Fuller Road is boundary road between Tweed and Centre Hastings. Both Centre Hastings and Tweed agree to a joint maintenance agreement. Centre Hastings will undertake all aspects of winter road maintenance from November 1st to April 15th and Tweed will undertake all aspects of summer maintenance for the remainder of the year.
7. The Parties of this agreement hereby agree to be responsible for the issuance of all work permits, access/entrance permits and, where applicable and where not provided for under any other agreement, culvert/driveway installations within the entire Right-of-Way over which each has jurisdiction. The access/entrance control by-law of the municipality having jurisdiction over the boundary road shall apply to the entire Right-of-way. The portion of Robinson Road from 25m North of Martin Road and Fuller Road is boundary road that Tweed and Centre Hastings agreed on a joint maintenance agreement. Each party will be responsible for the issuance of all work permits, access/entrance permits and, where applicable and where not provided for under any other agreement, culvert/driveway installations within the entire Right-of-Way over which each has jurisdiction. This being Tweed will be responsible for the east side and Centre Hastings will be responsible for the west side.
8. Prior to any Party of this agreement issuing permits or approval for major above ground or below ground infrastructure installation (including new road

intersections) proposed to be located within the municipal boundary of the other Party of this agreement, the concurrence of that municipality will be obtained.

9. The Parties of this agreement hereby agree to assume the full responsibility for any or all claims for damages whatsoever that may occur or are alleged to have occurred, on their respective portions of a boundary road hereby assumed, from and after the date this agreement comes into effect. The portion of Robinson Road from 25m North of Martin Road and Fuller Road is boundary road that Tweed and Centre Hastings agreed on a joint maintenance agreement, Centre Hastings will be responsible for any claim for damages from November 1st to April 15th and Tweed will be responsible for the remainder.
10. The Parties of this Agreement hereby agree to meet or exceed the Minimum Maintenance Standards as provided in the Ontario Municipal Act, Section 44 and the appropriate regulations thereto for all Boundary Roads covered by this Agreement.
11. This agreement shall be effective from the day of and shall continue in force until revised by mutual consent of the Parties hereto.

IN WITNESS WHEREOF the Corporations have here unto caused their Corporate Seals to be affixed as attested by the names of their proper Officers.

THE CORPORATION OF THE MUNICIPALITY OF
TWEED

BY:

DON DEGENOVA MAYOR

GLORIA RAYBONE CAO/TREASURER

THE CORPORATION OF THE MUNICIPALITY OF
CENTRE HASTINGS

BY:

TOM DELINE MAYOR

TYPHANY CHOINARD MUNICIPAL CLERK