

<p>4. MUNICIPAL BOUNDARY ROADS AGREEMENTS</p> <p>ACCORDS MUNICIPAUX SUR LES VOIES LIMITOPHES</p>
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COMMITTEE RECOMMENDATIONS

That Council:

- 1. Approve in accordance with the provisions of the *Municipal Act*, the City enter into the Boundary Roads Agreement attached as Document 1 with boundary municipalities as described in this report;**
- 2. Delegate to the General Manager of the Planning, Infrastructure and Economic Development Department, with the concurrence of the General Manager of the Public Works and Environmental Services Department, the authority to finalize and execute the Boundary Roads Agreement, as well as the authority to make minor revisions to the Boundary Roads Agreement; and**
- 3. Approve the Boundary Roads By-law, in the form as set out in this report and attached as Document 2, and authorize the City Clerk and Solicitor, in consultation with the General Manager of the Planning, Infrastructure and Economic Development, to forward the Boundary Roads By-law for each boundary municipality to Council for enactment as required.**

RECOMMANDATIONS DU COMITÉ

Que le Conseil :

- 1. permette à la Ville, conformément à la *Loi sur les municipalités*, de conclure l'accord sur les voies limitrophes ci-joint en document 1, avec les municipalités contiguës mentionnées dans le présent rapport;**
- 2. délègue au directeur général de la planification, de l'infrastructure et du développement économique, avec l'accord du directeur général des travaux publics et de l'environnement, le pouvoir de finaliser et de signer l'accord sur les voies limitrophes, ainsi que le pouvoir d'y apporter des changements mineurs; d'approuver le règlement sur les voies limitrophes, dans sa version décrite dans le présent rapport et ci-jointe en document 2, et**
- 3. autorise le greffier municipal et avocat général, de concert avec le directeur général de la planification, de l'infrastructure et du développement économique, à soumettre ce règlement à l'adoption du Conseil, au besoin, pour chacune des municipalités contiguës.**

DOCUMENTATION / DOCUMENTATION

Manager, Right of Way, Heritage and Urban Design Services, Planning, Infrastructure and Economic Development Department report dated 22 September 2017 (ACS2017-PIE-RHU-0020).

Rapport du Gestionnaire, Services des emprises, du patrimoine et du design urbain, Direction de la planification, de l'infrastructure et du développement économique daté le 22 septembre 2017 (ACS2017-PIE-RHU-0020).

**AGRICULTURE AND RURAL
AFFAIRS COMMITTEE
REPORT 28
11 OCTOBER 2017**

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**COMITÉ DE L'AGRICULTURE ET
DES AFFAIRES RURALES
RAPPORT 28
LE 11 OCTOBRE 2017**

**Report to
Rapport au:**

**Agriculture and Rural Affairs Committee / Comité de l'agriculture et des affaires
rurales**

Octobre 5, 2017 / 5 octobre 2017

**and Council / et au Conseil
October 11, 2017 / 11 octobre 2017**

**Subite on September 28, 2017
Soumis le 28 septembre 2017**

**Submitted by / Soumis par:
Court Curry**

**Manager, Right of Way, Heritage and Urban Design Services / Gestionnaire,
Services des emprises, du patrimoine et du design urbain Planning,
Infrastructure and Economic Development Department / Services de planification,
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**Ward: WEST CARLETON-MARCH (5)
OSGOODE (20) RIDEAU-
GOULBOURN (21):
CUMBERLAND (19)**

File Number: ACS2017-PIE-RHU-0020

SUBJECT: Municipal Boundary Roads Agreements

OBJET: Accords municipaux sur les voies limitrophes

REPORT RECOMMENDATIONS

That Agricultural and Rural Affairs Committee recommended Council:

- 1. Approve in accordance with the provisions of the *Municipal Act*, the City enter into the Boundary Roads Agreement attached as Document 1 with boundary municipalities as described in this report;**
- 2. Delegate to the General Manager of the Planning, Infrastructure and Economic Development Department, with the concurrence of the General Manager of the Public Works and Environmental Services Department, the authority to finalize and execute the Boundary Roads Agreement, as well as the authority to make minor revisions to the Boundary Roads Agreement; and**
- 3. Approve the Boundary Roads By-law, in the form as set out in this report and attached as Document 2, and authorize the City Clerk and Solicitor, in consultation with the General Manager of the Planning, Infrastructure and Economic Development, to forward the Boundary Roads By-law for each boundary municipality to Council for enactment as required.**

RECOMMANDATIONS DU RAPPORT

Que le Comité de l'agriculture et des affaires rurales recommande au Conseil :

- 1. de permettre à la Ville, conformément à la *Loi sur les municipalités*, de conclure l'accord sur les voies limitrophes ci-joint en document 1, avec les municipalités contiguës mentionnées dans le présent rapport;**
- 2. de déléguer au directeur général de la planification, de l'infrastructure et du développement économique, avec l'accord du directeur général des travaux publics et de l'environnement, le pouvoir de finaliser et de signer l'accord sur**

les voies limitrophes, ainsi que le pouvoir d'y apporter des changements mineurs;

- 3. d'approuver le règlement sur les voies limitrophes, dans sa version décrite dans le présent rapport et ci-jointe en document 2, et d'autoriser le greffier municipal et avocat général, de concert avec le directeur général de la planification, de l'infrastructure et du développement économique, à soumettre ce règlement à l'adoption du Conseil, au besoin, pour chacune des municipalités contiguës.**

EXECUTIVE SUMMARY

The City of Ottawa currently has boundary lines as defined in s. 29(1) of the *Municipal Act, 2001*, as amended (*Municipal Act*) with nine lower tier and five upper tier municipalities. In accordance with s.29(1) of the *Municipal Act*, municipalities on either side of a boundary line have joint jurisdiction over any highways forming the boundary line, hereinafter referred to as boundary line roads. The City of Ottawa has 114 kilometers of roads that have been identified as boundary line roads under the *Municipal Act*. Two of the boundary municipalities, Renfrew County and Stormont, Dundas and Glengarry County do not have boundary line roads under their jurisdiction.

This report recommends the City enter into Boundary Roads Agreements with neighbouring municipalities with which the City has boundary line roads, and approval of a Boundary Roads Agreement, which sets out maintenance and operation as well as capital renewal for all boundary roads. Each agreement must be accompanied by an implementing by-law passed by the Council of both municipalities. The *Municipal Act* permits boundary municipalities to enter into an agreement.

Through ongoing discussions with boundary municipalities, the importance of obtaining formal written agreements with the surrounding municipalities was identified to bring clarity and consistency for both ongoing operations and maintenance of boundary line roads, as well as to address responsibility for capital projects including the inspection, rehabilitation and upgrading of boundary line roads and related structures. The discussions have also addressed financial obligations between the adjoining

municipalities to ensure a fair and equitable allocation of responsibilities. The discussions also addressed the identification of capital works and the need for notification when larger capital works are required to allow adequate time for each Municipality's budget approvals.

A Boundary Roads Agreement, attached as Document 1, was developed by staff based on agreements used by other municipalities, best management practices across the Province of Ontario and through ongoing discussion with neighbouring municipalities to be used as a model agreement for each boundary municipality.

Consensus has been reached with all boundary municipalities on the format of the agreement. The objectives captured within the Agreement are set-out in this report.

In conjunction with entering into the Agreement with each boundary municipality for highways under joint jurisdiction, section 27(2) of the *Municipal Act* requires that a by-law be passed by Council and by the other boundary municipality. A Boundary Roads By-law is attached as Document 2.

RÉSUMÉ

À l'heure actuelle, la Ville d'Ottawa partage une ligne de démarcation au sens du paragraphe 29(1) de la *Loi de 2001 sur les municipalités*, dans sa version modifiée (la *Loi sur les municipalités*), avec neuf municipalités de palier inférieur et cinq municipalités de palier supérieur. Conformément au paragraphe 29(1) de ladite loi, les municipalités situées de part et d'autre d'une ligne de démarcation ont compétence conjointe sur toute voie publique qui constitue cette ligne, ci-après nommée « voie limitrophe ». La Ville d'Ottawa compte 114 kilomètres de voies limitrophes au sens de la *Loi sur les municipalités*. Deux des municipalités contiguës, le comté de Renfrew et les comtés unis de Stormont, Dundas et Glengarry, n'ont compétence sur aucune voie limitrophe.

Le présent rapport recommande à la Ville de conclure un accord sur les voies limitrophes avec chacune des municipalités contiguës qui partagent une ligne de démarcation avec Ottawa, et d'approuver l'adoption d'un règlement sur le sujet régissant l'entretien, l'exploitation et le renouvellement de ces infrastructures routières.

Chaque accord doit être accompagné d'un règlement de mise en œuvre adopté par le conseil des deux municipalités. La *Loi sur les municipalités* permet aux municipalités contiguës de conclure ce genre d'accord.

Les discussions en cours avec les municipalités contiguës ont révélé l'importance de conclure des accords écrits officiels avec ces villes pour clarifier et harmoniser les activités courantes d'exploitation et d'entretien des voies limitrophes, ainsi que pour déterminer la responsabilité des projets d'immobilisations, notamment l'inspection, la réhabilitation et la modernisation des voies et des structures connexes. Les discussions ont également porté sur les obligations financières des municipalités contiguës, dans le but d'assurer une répartition juste et équitable des responsabilités. Il a également été question, au cours des discussions, de la détermination des travaux d'immobilisations et de la nécessité de fournir un avis lorsque d'importants travaux d'immobilisations sont requis, de façon à donner à chacune des municipalités suffisamment de temps pour approuver les budgets.

Un accord sur les voies limitrophes, ci-joint en document 1, a été conçu par le personnel d'après les ententes d'autres villes, les pratiques de gestion exemplaires en Ontario et les discussions en cours; il est destiné à servir de modèle aux accords conclus avec chacune des municipalités contiguës.

La Ville d'Ottawa s'est entendue avec toutes les municipalités contiguës sur le format de l'accord, dont les objectifs sont décrits dans le présent rapport.

En plus de la conclusion d'un accord sur les voies partagées avec chacune des municipalités contiguës, le paragraphe 27(2) de la *Loi sur les municipalités* exige l'adoption d'un règlement municipal par le Conseil et l'autre ville. Un règlement municipal sur les voies limitrophes se trouve au document 2.

BACKGROUND

Section 29(1) of the *Municipal Act* provides that municipalities on either side of a boundary line have joint jurisdiction over any highways forming the boundary line, hereinafter referred to as boundary line roads. If a bridge joins municipalities with a

highway, the bridge is under joint jurisdiction of the municipalities. Section 29.1(1) further allows 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.”

This report is the result of the March 31, 2008 meeting of the Agriculture and Rural Affairs Committee ([link to report from March 31, 2008](#)), the Committee carried a motion directing staff to work with neighbouring municipalities to develop a strategy to ensure that boundary line roads and their ditches are maintained within the parameters of City standards.

Subsequently at the Agriculture and Rural Affairs Committee meeting of August, 26th, 2010 ([link to report from August 26, 2010](#)) an information report provided an update on the level of service on boundary line roads and indicated that the next steps would be that staff would seek formal written agreements with all boundary municipalities pertaining to maintenance and capital renewal activities of boundary line roads. These agreements will define roles, responsibilities and cost sharing arrangements. This includes agreement on operational and maintenance requirements, as well as the processes to notify, plan and implement capital projects.

A Boundary Roads Agreement (Agreement), attached as Document 1, was developed by staff based on agreements used by other municipalities, best management practices across the Province of Ontario and through ongoing discussion with neighbouring municipalities to be used as a model agreement for each boundary municipality.

The following chart identifies those upper and lower tier municipalities that share a boundary with the City of Ottawa, as well as which of these municipalities the City shares a boundary line road for which an Agreement is recommended:

Upper Tier	Lower Tier	Boundary Line Road
Renfrew		No
	Arnprior	Yes
Lanark		Yes
	Town of Mississippi Mills	Yes
	Township of Beckwith	Yes
	Township of Montague	Yes
Leeds and Grenville		Yes
	Township of Grenville	Yes
Stormont, Dundas and Glengarry		No
	Township of North Dundas	Yes
Prescott and Russell		Yes
	Russell Township	Yes
	The Nation Municipality	Yes
	City of Clarence Rockland	Yes

City staff have held meetings with all 14 boundary municipalities. The City does not have any boundary line roads with Renfrew County or Stormont, Dundas and Glengarry County.

In part the intent of the Agreement is to eliminate where possible the need for cross billing between the municipalities by allocating road segments between the municipalities for summer and winter operations. Also the current maintenance routes

were maintained where possible and the responsibility between municipalities made clear. The Boundary Roads Agreement will also formalize the boundary line.

At the time of writing this Report seven municipalities are prepared to recommend the Agreement contained in Document 1 to their respective Councils for approval. Negotiations continue with the Town of Arnprior, County of Lanark, Beckwith Township, Municipality of Mississippi Mills and the Nation Municipality. Issues that remain outstanding with these municipalities are boundary road deviations (where a boundary road deviates from the boundary line, where the whole road is in one municipality and then returns to the boundary line), and when authority is required for cost sharing amounts. These matters, as well as the addition of new boundary road segments (such as when a boundary road is washed out) represent minor revisions to the Agreement that staff recommend the General Manager of Planning, Infrastructure and Economic Development Department, be delegated the authority to finalize.

DISCUSSION

Following direction from Agriculture and Rural Affairs Committee in 2010, staff began a review of any existing agreements, whether written, verbal or by convention, together with the standards, and best management practices from other municipalities for their boundary road agreements. This work was undertaken to determine what and how responsibilities should be allocated, as well as matters that should be included in the development of a model Agreement. Sample boundary road agreements were obtained from the following municipalities:

- Town of Oakville and Town of Milton;
- City of Oshawa and Municipality Clarington;
- County of Oxford and County of Perth; and,
- City of Hamilton and City of Burlington; Brant County, Haldimand County, Region of Halton.

In addition to the above research, the Agreement included as Document 1 was developed through discussions with all of the City of Ottawa boundary municipalities.

This report recommends that the Agreement be entered into with each of the municipalities with which the City of Ottawa shares boundary line roads. The Agreement will include as schedules:

- location maps, defining the boundary line road segments; and
- road maintenance service for each of the identified roads, such as winter and summer maintenance responsibility.

As per the Agriculture and Rural Affairs Committee motion, the objective in developing a standard agreement on boundary line roads is to provide consistency in how boundary line roads are operated and maintained, and to define clear roles and responsibilities between the City of Ottawa and each of the surrounding municipalities on the operation, maintenance and the life cycle renewal of boundary line roads. To this end in developing the Agreement staff applied the following principles:

1. Establishing a straightforward process for life cycle renewal of road related assets split on a 50/50 basis for boundary roads, with a clearly defined notification process to ensure budget requirements could be identified and met;
2. Providing clear, agreed upon service level obligations with respect to maintenance on boundary roads that all jurisdictions are responsible for compliance with, and which meet Provincial Ministry of Transportation (MTO) standards, Ontario Regulation 239/02 amended to Ontario Regulation 23/10;
3. Eliminate Operation and Maintenance cross – billing where possible by establishing equal operational responsibility through identified road segments that made sense from the operational and road user perspective;
4. In establishing the responsibilities for operations and maintenance the road segments were off-set to ensure that the costs of ongoing operation and

maintenance were fair and equitable between the City and the adjacent municipality.

5. Ensure the agreement addressed all elements of highway maintenance including provisions to address items such as structures, trees, signs and street lights as well as items like emergency works;
6. Include a dispute resolution mechanism to engage in good faith negotiations and steps for resolving disputes; and,
7. Ensure a consistent approach with all of neighboring municipalities by establishing a standard agreement format resulting in clear and consistent expectations.

Specifically regarding winter operations, the MTO sets minimum standards. The City of Ottawa's winter control maintenance levels are higher than Ministry standards and higher than those delivered by most of the adjoining municipalities. The MTO's standards have been adopted in the Agreement for the purpose of setting a minimum standard level. However, all higher class road segments are under the City of Ottawa's responsibility, and as such, will experience no reduction in delivery of service for the higher class road segments.

By clearly defining roles and responsibilities in consultation with each of the boundary municipalities, staff were able to allocate responsibility for road segments resulting in an offset of obligations that was both fair and equitable from a financial perspective to avoid the need for costly time tracking and cross-billing for regular operation and maintenance for all but three segments of road. The road segments where cross-billing was not avoided was because there was no opportunity for the offsetting of road segments from a maintenance and operations perspective. In addition, by defining the boundary line road segments that each municipality is responsible to maintain, staff were able to establish clear and consistent responsibility for maintenance standards, in turn providing a consistent experience for drivers.

In addition to the review of all of the road assets a review of which municipality was currently providing maintenance and operation on each segment of road was required to be undertaken. Meetings were held with each of the boundary municipalities to review the current operational issues including all aspects of summer and winter maintenance. There also needed to be a review of the current standards and practices for capital upgrades or life cycle renewal on the boundary roads.

Attached as Document 3, is the Boundary Road Description and Maintenance Practices proposed for each of the identified 47 boundary road segments. Included in the table are an additional six non-boundary road segments that also needed to be addressed for offset obligations and for clarity of responsibility. In addition, nine unopened road allowances have been identified for information purposes as these may form future boundary line roads that will be subject an Agreement.

As part of the process in developing the Agreement, all boundary line roads were identified. In addition, to allow for a complete discussion with boundary municipalities it was necessary to identify not only the boundary line roads but also all of the related infrastructure including culverts and bridges, tunnels, retaining walls, sign supports, sewers, street lighting, trees, that need to be managed within the boundary roads.

Document 4 contains the Roads Maintenance Index Map. Individual maps for each road segment are available for review as attached as Document 5.

Within the Agreement there are reciprocal insurance coverage provisions for each boundary municipality including indemnification by the responsible municipality to the other municipality.

In accordance with s.27(2) of the *Municipal Act*, following the execution of the Agreement with each boundary municipality, both the City and boundary municipality must pass a by-law. A model by-law is provided for approval in Document 2.

The General Manager of the Planning, Infrastructure and Economic Development Department will report out to Agriculture and Rural Affairs Committee and Council on

the progress of executing the Agreements and the passing of associated by-laws with boundary municipalities accordingly.

RURAL IMPLICATIONS

Boundary roads are in the rural areas of the City. The impacts are positive as the roles and responsibility for the operation and maintenance of the boundary roads will be clear and service will be defined. Having the defined responsibilities will be helpful when inquiries are received from residents.

CONSULTATION

Meetings have taken place with staff from Public Works (Roads and Forestry), Transportation (Signals, Signs and Street lighting) and Planning, Infrastructure and Economic Development (Asset Management and Surveys and Mapping) with representation from all fourteen of the surrounding municipalities. It was necessary to meet with both the Upper Tier and Lower Tier Municipalities to ensure all aspects of responsibility for and jurisdiction over boundary roads were being addressed.

All of the boundary municipalities have been consulted on the Agreement Document 1, Draft Boundary Roads By-law Document 2, Boundary Roads, Descriptions and Maintenance Practices as identified in Document 3, the boundary roads as identified in the Roads Maintenance Index Map Document 4 and the individual maps for each road segment are available for review Document 5.

COMMENTS BY THE WARD COUNCILLOR(S)

Councillors El-Chantiry, Blais, Darouze and Moffatt are aware of this report.

LEGAL IMPLICATIONS

As noted in the report, the legislative framework in the *Municipal Act, 2001*, permits boundary municipalities to recognize joint jurisdiction of boundary line highways (section 27(2)), and to authorize the entering into a Boundary Roads Agreement between the City of Ottawa and a boundary municipality (section 29.1) with both municipalities having jurisdiction over the boundary line highway by passing their respective by-law.

Subject to the boundary municipality not passing their respective by-law, there are no legal impediments to implementing the recommendations in this report.

RISK MANAGEMENT IMPLICATIONS

There is risk associated with having another municipality maintaining the boundary road at a lower service level than the current City of Ottawa Standard. As part of the review, road segment maintenance was assigned to reduce the risk of lower maintenance standards, by the City maintaining maintenance of higher classification road segments. In addition, due to a lack of consistent application, the City of Ottawa is taking on responsibility for all regular structure inspections as required by the Ontario Structure Inspection Manual by the Ministry of Transportation. Costs for the inspection will be billed to the responsible boundary municipality.

Within the standard Agreement, there are reciprocal insurance coverage provisions for each boundary municipality including indemnification by the responsible municipality to the boundary municipality.

FINANCIAL IMPLICATIONS

The Boundary road agreement establishes a process for life cycle renewal of road-related assets split on a 50/50 basis for boundary roads, with a defined notification process to ensure budget requirements are identified and met; and establishes the responsibilities for operations and maintenance to ensure that the costs of ongoing operation and maintenance are fair and equitable between the City and the adjacent municipality.

Funding for the City's capital and operating requirements are subject to the annual budget process.

ACCESSIBILITY IMPACTS

Entering into Boundary Roads Agreements with neighbouring municipalities is consistent with the City's Comprehensive Asset Management (CAM) Program ([City of Ottawa Comprehensive Asset Management Program](#)) objectives. Having clear roles

and responsibilities between the City of Ottawa and each of the surrounding municipalities on the operation, maintenance and the life cycle renewal of boundary line roads, assists to fulfil the City's obligation to deliver quality services to the community in a way that balances service levels, risk, and affordability.

The importance of obtaining formal written agreements with the surrounding municipalities brings clarity and consistency for both ongoing operations and maintenance of boundary line roads, as well as to address responsibility for capital projects including the inspection, rehabilitation and upgrading of boundary line roads and related structures.

ENVIRONMENTAL IMPLICATIONS

The Agreement addresses the responsibility for trees along the boundary roads, allocating responsibility based on the actual boundary line.

TERM OF COUNCIL PRIORITIES

This project addresses the following term of Council priorities:

- Streamline services;
- Simplify reporting relationships with clear accountability;
- Improve service to public; and,
- Updating business process

SUPPORTING DOCUMENTATION *(Held on file with the City Clerk)*

Document 1 Boundary Roads Agreement

Document 2 Boundary Road By-Law

Document 3 Boundary Roads, Descriptions and Maintenance Practices

Document 4 Roads Maintenance Index Map

Document 5 Individual Maps for each Road Segment

DISPOSITION

Planning, Infrastructure and Economic Development Department to continue working with boundary municipalities identified in this report to enter into Boundary Roads Agreements.

Legal Services, Office of the City Clerk and Solicitor to forward the Boundary Roads By-law to City Council following the execution of a Boundary Roads Agreement with a boundary municipality.