

**ROAD TRANSFER AGREEMENT BETWEEN THE UNITED  
COUNTIES OF PRESCOTT AND RUSSELL AND THE CITY OF  
CLARENCE-ROCKLAND**

**THIS AGREEMENT** shall be effective on the last signature date set forth below.

BETWEEN:

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

Herein after called the "**Municipality**"

OF THE FIRST PART

- AND -

**THE CORPORATION OF  
THE UNITED COUNTIES OF PRESCOTT AND RUSSELL**

Hereinafter called the "**County**"

OF THE SECOND PART

**WHEREAS** County Road Number 21 (St-Jean Street) and County Road Number 1 (St-Pascal Street) within the geographical boundaries of the United Counties of Prescott and Russell are highways within the meaning of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "**Act**") under the jurisdiction of the County;

**AND WHEREAS** Baseline Road from Canaan Road to Joanisse Road and Baseline Road from St-Jean Street (County Road 21) to County Road 8 (Landry Street) within the geographical boundaries of the City of Clarence-Rockland are highways within the meaning of the Act under the jurisdiction of the Municipality.

**AND WHEREAS** County Council adopted resolution 2023-201 proposing transferring a portion of County Road 21, known as St-Jean Street, located in the City of Rockland and a portion of County Road 1 known as St-Pascal Road to the Municipality and receiving a portion of Baseline Road from the Municipality.

**AND WHEREAS** Council for the Municipality adopted resolution 2023-122 agreeing with the proposed road transfers as per the terms and conditions as indicated in the County Council resolution 2023-201.

**AND WHEREAS** section 52 of the Act authorizes the transfer of jurisdiction over a highway.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada paid by each party to the other (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other as follows:

## **1. DEFINITON, LAND AND SCHEDULES**

1.1. In this Agreement:

"Municipality" - shall mean the Corporation of the City of Clarence-Rockland and shall include any employee or agent authorized by the Council of the said Municipality to act on its behalf.

"County" - shall mean the Corporation of the United Counties of Prescott and Russell and shall include any employee or agent authorized by the Council of the said County to act on its behalf.

"Shared Service Agreement" – shall mean County policy TP-001, Policy of Shared Service Arrangements on County Roads.

"St-Jean Street Agreement" – shall mean the County Road Modification Work Agreement for the Work on County Road Number 21 Known as St-Jean Street signed by the Municipality on April 3, 2020 and the County on April 2, 2020.

1.2. The following Schedules are attached hereto and form part of this Agreement.

**Schedule "A" –Key Map of Road Transfers**

## **2. TRANSFER OF ROADS**

2.1. The Municipality agrees to transfer title to and jurisdiction over Baseline Road from Canaan Road to Joanisse Road (County Road 21) to the County as shown in Appendix A.

2.2. The Municipality agrees to transfer title to and jurisdiction over Baseline Road from St-Jean Street (County Road 21) to County Road 8 (Landry Street) to the County as shown in Appendix A.

2.3. The County agrees to transfer title to and jurisdiction over a portion of County Road 21, known as St-Jean Street, from Baseline Road to Laurier Street situated directly in the City of Rockland to the Municipality as shown in Appendix A.

- 2.4. The County agrees to transfer title to and jurisdiction over a portion of County Road 1, known as St-Pascal Street, from Du Lac Road in the Village of St-Pascal, extending eastward to the terminus of the road within Clarence-Rockland to the Municipality as shown in Appendix A.
- 2.5. The parties are each responsible for complying with any terms of their respective policies under section 270 of the Act which would apply to transferring title to and jurisdiction over the roads as provided for in this Agreement. In addition, the parties agree to present to their respective municipal Councils the By-Laws set out in section 12 of this Agreement in order to fully transfer jurisdiction over the roads.
- 2.6. The parties each agree to assist the other in all respects required to identify and correct any title issues relating to the roads so that good registered title to the roads can be transferred from one party to the other.

### **3. DATE OF TRANSFER**

- 3.1. The transfer of jurisdiction over the roads shall take place as of 12:01 a.m. on May 9<sup>th</sup>, 2024 (the “**Date of Transfer**”).

### **4. GENERAL**

- 4.1. This Agreement sets forth the terms and conditions under which the Municipality and the County will abide. The commencement of new jurisdictional and maintenance responsibilities is the Date of Transfer. Prior to the Date of Transfer, each party shall be responsible for maintaining the roads currently under that parties’ jurisdiction.
- 4.2. Except as specifically provided for in this Agreement, the parties’ responsibilities as set out in the Act and the Shared Services Agreement continue. The St-Jean Street Agreement shall terminate as of the Date of Transfer.
- 4.3. Notwithstanding the Shared Services Agreement and the Act as amended, the County accepts all responsibilities arising from acquiring jurisdiction over the roads being transferred as described in Section 2.1 and 2.2 of this Agreement.
- 4.4. The Municipality accepts all responsibilities arising from acquiring jurisdiction over the roads being transferred as described in Section 2.3 and 2.4. The Municipality specifically acknowledges that from and after the Date of Transfer, the County will no longer contribute any funds toward the maintenance, repair or replacement of any and all infrastructure located on the portion of County Road 21 known as St-Jean Street.

- 4.5. It is agreed that all obligations of the transferring party (Municipality or County), under any maintenance, utility, or other such agreement, permits or consents relating to any specific road to be transferred, shall be transferred simultaneously and in the same manner as jurisdictional responsibility. The transferring party acknowledges that copies of any existing permits, consents, agreements, and easements shall be provided to the receiving party for their records as per section 11 of this Agreement.
- 4.6. Each party, whether the Municipality or the County, warrants and represents that it has had sufficient opportunity to inspect the transferred roads and agrees to accept the transferred roads in their current "as is" condition on the Date of Transfer including, but not limited to, the current "as is" condition of the roads with respect to environmental issues. Without limiting the generality of the foregoing, each party acknowledges that the roads, including culverts, are in need of maintenance, repair and/or replacement and could contain environmental contaminants given their history of use as public roads.

## **5. PLANING ACT APPLICATIONS**

- 5.1. Any alterations, modifications, or removal of County-imposed conditions, obligations, or requirements related to a Plan of Subdivision or Site Plan Control related to the transferred roads, shall necessitate prior notification to the County by the Municipality. The Municipality shall provide the County with timely and comprehensive notice.
- 5.2. The County shall provide to the Municipality revised conditions, obligations, or requirements related to a Plan of Subdivision or Site Plan Control, related to roads being transferred to the Municipality within thirty (30) calendar days of the Date of Transfer.

## **6. DISCLOSURE**

- 6.1. For informational purposes only, each party, whether the Municipality or the County, acknowledges and warrants that, to the best of its knowledge, there are no existing liabilities, claims, litigation, disputes, or encumbrances that could potentially affect the transferred roads, except as explicitly disclosed in writing to the other party prior to the execution of this Agreement.
- 6.2. If either the Municipality or the County becomes aware of any potential liabilities, claims, or encumbrances that might affect the transferred roads after the execution of this Agreement, that party shall promptly provide written notice to the other party outlining the details of such potential liabilities.

- 6.3. Save and except for the indemnities specifically provided for in this Agreement, the other party, whether the County or the Municipality, shall not be held responsible or liable for any liabilities, claims, litigation, disputes, or encumbrances affecting the transferred roads, whether or not same were or were not disclosed in accordance with clauses 6.1 and 6.2 above. It is the parties intent that the roads are being transferred in an “as-is” condition as more particularly set out in section 4.6 of this Agreement.

## **7. REHABILITATION COMPENSATION**

- 7.1. After the execution of this Agreement the Municipality agrees to provide compensation to the County in the amount of 1.4 million dollars (\$1,400,000) to cover the cost of rehabilitation of Baseline Road, commencing in the year 2025 and concluding on December 31, 2027. The payment will be executed through the County retaining, from year to year, the yearly totality of the UCPR Roads Transfer Fund amount dedicated to the Municipality starting in the year 2025 for a period of three (3) consecutive years up to and including the year 2027 and that the remaining balance up to a total of \$1.4 million dollars be paid by the Municipality to the County prior to December 31,2027.
- 7.2. The Municipality agrees that if the UCPR Roads Transfer Fund program is cancelled or abolished for any reason by the County, the Municipality will make yearly equal payments to the County from the year 2025 to and including the year 2027 up until the 1.4 million dollars (\$1,400,000) is fully paid to the County.
- 7.3. After the execution of this Agreement, the Municipality agrees that no type of financial contribution from the County will be transferred or provided to the Municipality for any ongoing or any future work on the transferred roads by the County.
- 7.4. Except for the compensation described in section 7.1 or section 7.2, the County agrees that no type of financial contribution from the Municipality will be transferred or provided to the County for any ongoing or any future work on the transferred roads by the Municipality.
- 7.5. Each party shall pay 50% of the legal fees and disbursements incurred for the preparation of this Agreement and for finalizing the transfers of title contemplated herein, including any surveying costs should any of the roads need to be surveyed to transfer the title of same. The parties are otherwise solely responsible for all other costs they incur or have incurred related to this Agreement and/or to carrying out the terms of this Agreement.

## **8. PAST FINANCIAL CONTRIBUTIONS**

- 8.1. Notwithstanding section 53 of the Act, each party, whether the Municipality or the County, agrees to be solely responsible for taking any requisite steps to provide notice, refund, or pay any due amounts to agencies or other government entities from which it received funding pursuant to an agreement related to the transferred roads. This includes but is not limited to grants, subsidies, or any financial assistance provided for infrastructure development, maintenance, or improvements concerning the transferred roads.
- 8.2. Each party, whether the Municipality or the County, shall indemnify and hold the other party harmless from any claims, demands, liabilities, losses, damages, or expenses incurred as a result of the failure to provide notice, refund, or pay any due amounts to said agencies or government entities as mentioned in section 8.1 above.

## **9. UNPAID INVOICES OR WORK**

- 9.1. Each party, whether the Municipality or the County, shall assume responsibility for settling any outstanding payments, fees, or invoices related to the transferred roads incurred up to the Date of Transfer.
- 9.2. The transferring party (Municipality or County) shall not hold the receiving party (County or Municipality) liable or responsible for any outstanding payments, fees, or invoices for work performed or services rendered on the transferred roads before the Date of Transfer.
- 9.3. The transferring party (Municipality or County) agrees to indemnify, defend, and hold harmless the receiving party (County or Municipality) from any claims, demands, liabilities, losses, damages, or expenses arising from unpaid invoices or work on the transferred roads before the Date of Transfer.

## **10. EASEMENTS**

- 10.1. Any existing perpetual drainage easements in favor of the transferring party (Municipality or County) relating to the transferred roads shall, as of the Date of Transfer, be duly and permanently transferred, assigned, and vested in favor of the receiving party (County or Municipality).
- 10.2. The receiving party (County or Municipality) shall assume and hold all rights, title, and interest in the perpetual drainage easements previously held by the transferring party concerning the transferred roads. This transfer shall be effective as of the Date of Transfer.

- 10.3. The transferring party (Municipality or County) agrees and acknowledges that any rights, privileges, or obligations related to the perpetual drainage easements, once held by the transferring party, shall henceforth be exclusively vested in the receiving party as of the Date of Transfer.
- 10.4. The receiving party (County or Municipality) shall be responsible for all maintenance, repairs, and obligations associated with the perpetual drainage easements following the Date of Transfer, and the transferring party shall have no further responsibility or liability in this regard.

## **11. RECORDS**

- 11.1. Both the Municipality and the County shall transfer all ongoing permits, consents, agreements and studies pertaining to the transferred roads prior to the execution of this agreement.
- 11.2. Both the Municipality and the County shall transfer any other relevant records, such as, books, documents, papers, correspondence, accounting records, studies, agreements, permits, as-builts, easements and consents pertaining to the transferred roads to the other party within six (6) months of the "Date of Transfer".
- 11.3. Upon the completion of the record transfers, both parties shall have the right to retain copies of all documents and records pertaining to the road transfer, at their discretion.

## **12. BY-LAWS**

- 12.1. In order to give effect to this Agreement, the parties shall present the following by-laws to their respective municipal Councils to be effective from the Date of Transfer:
  - 12.1.1. County By-laws:
    - 12.1.1.1. A By-law to include the sections of Baseline Road being transferred to the County into the County Road network and assign a new county road number for the entirety of Baseline Road;
    - 12.1.1.2. A By-law to remove the portions of County Road 21 (St-Jean Street) and County Road 1 (St-Pascal Road) being transferred to the Municipality from the County Road network;
    - 12.1.1.3. A By-law required to include the sections of Baseline Road being transferred to the County as part of the Through Highway by-law;

12.1.1.4. A By-law to include Baseline Road and remove St-Jean Street from the reduced loading period by-law;

12.1.1.5. A By-law amending the 'stop' sign By-law to add and remove certain stop signs along the transferred roads.

12.1.1.6. A By-law amending the "posted speed limit" By-law to add and remove certain speed limits along the transferred roads.

12.1.1.7. A By-law to dedicate the sections of Baseline Road being transferred to the County as public highways.

12.1.2. Municipality By-Laws:

12.1.2.1. A By-law to include the sections of St-Jean Street and St-Pascal Road being transferred to the Municipality into the Municipal Road network by-law;

12.1.2.2. A By-law to dedicate the sections of County Road 21 (St-Jean Street) and County Road 1 (St-Pascal Road), being transferred to the Municipality as public highways.

12.1.2.3. A By-law amending the 'stop' sign By-law to add and remove certain stop signs along the transferred roads.

12.2. Save and except for the Shared Service Agreement, any By-laws approving this Agreement and for the By-laws in section 12.1 of this Agreement, from and after the Date of Transfer, all by-laws, regulations, ordinances, and traffic rules or orders of the transferring party applicable to the transferred roads shall cease to have effect.

12.3. The transferring party (either the County or the Municipality) shall cooperate and assist the receiving party in the transition process by providing necessary documentation or information concerning existing by-laws and regulations applicable to the transferred roads, respectively.

12.4. Each party shall have the authority to establish, amend, or repeal by-laws concerning the transferred roads as it deems necessary and in compliance with applicable laws and regulations within their respective jurisdictions.

12.5. This provision acknowledges that all future by-laws, regulations, ordinances, traffic rules, or orders pertaining to the transferred roads shall fall under the jurisdiction and authority of the receiving party following the Date of Transfer.

### **13. OCCURRENCE BASED CLAIMS**

13.1 Each party, whether the Municipality or the County, shall indemnify and hold the other party harmless from any third party claims, demands, liabilities, losses, damages or expenses incurred as a result of occurrence based claims arising from occurrences taking place prior to the Date of Transfer, including but not limited to third-party personal injury claims made within the limitation period for injuries occurring prior to the Date of Transfer. This indemnity specifically does not include claims by one of the parties against the other party related the physical condition of the roads, including the environmental condition of the roads, which are being acquired in an “as-is” condition as more particularly set out in section 4.6 of this Agreement.

### **14. GENERAL PROVISIONS**

14.1. In every clause of this Agreement, unless the contrary intention appears, words importing the singular number or the masculine gender only, include more persons, parties or things of the same kind that one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.

14.2. Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing in an electronic format or hardcopy and shall be conclusively deemed to have been delivered on the date sent electronically or of mailing of such notice. Any such notice shall be forwarded to the recipient's email address or business address as follows:

Municipality: Public Works Department  
City of Clarence-Rockland  
1560 Laurier Street  
Rockland ON K4K1P7  
[Publicworks@clarence-rockland.com](mailto:Publicworks@clarence-rockland.com)

County: Public Works Department  
The Corporation of the United Counties of Prescott and Russell  
59 Court Street, Po Box 304  
L'Orignal, Ontario K0B 1K0  
[TravauxPublics@prescott-russell.on.ca](mailto:TravauxPublics@prescott-russell.on.ca)

14.3. The County and the Municipality agree that all covenants contained in this Agreement shall be severable unless specifically stated otherwise herein, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a Court of competent jurisdiction, the remaining covenants and the remainder of the Agreement shall remain valid.

- 14.4. The parties agree that the recitals are deemed to be true, and shall be incorporated as terms of the Agreement.
- 14.5. The headings, sections, subsections, and clauses are inserted for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.
- 14.6. The parties specifically consent to the execution of this Agreement by electronic means as provided for the *Electronic Commerce Act 2000, S.O. 2000, c. 17*.
- 14.7. This Agreement shall be binding upon and enure to the benefit of the parties to this Agreement and their respective administrators, successors and assigns.
- 14.8. The parties shall execute such further and other documents as required to affect the provisions of this Agreement.
- 14.9. This Agreement shall be governed by and has been construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

## **15. MODIFICATIONS**

- 15.1. The parties agree that all minor amendments that do not affect the general spirit and intent of this Agreement may be approved by the Municipality and the County.
- 15.2. No modifications of, or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

## **16. EFFECTIVE DATE**

- 16.1. This Agreement shall take effect once signed by both parties.

[Signatures appear on the following page]

[Signature page – Road Transfer Agreement]

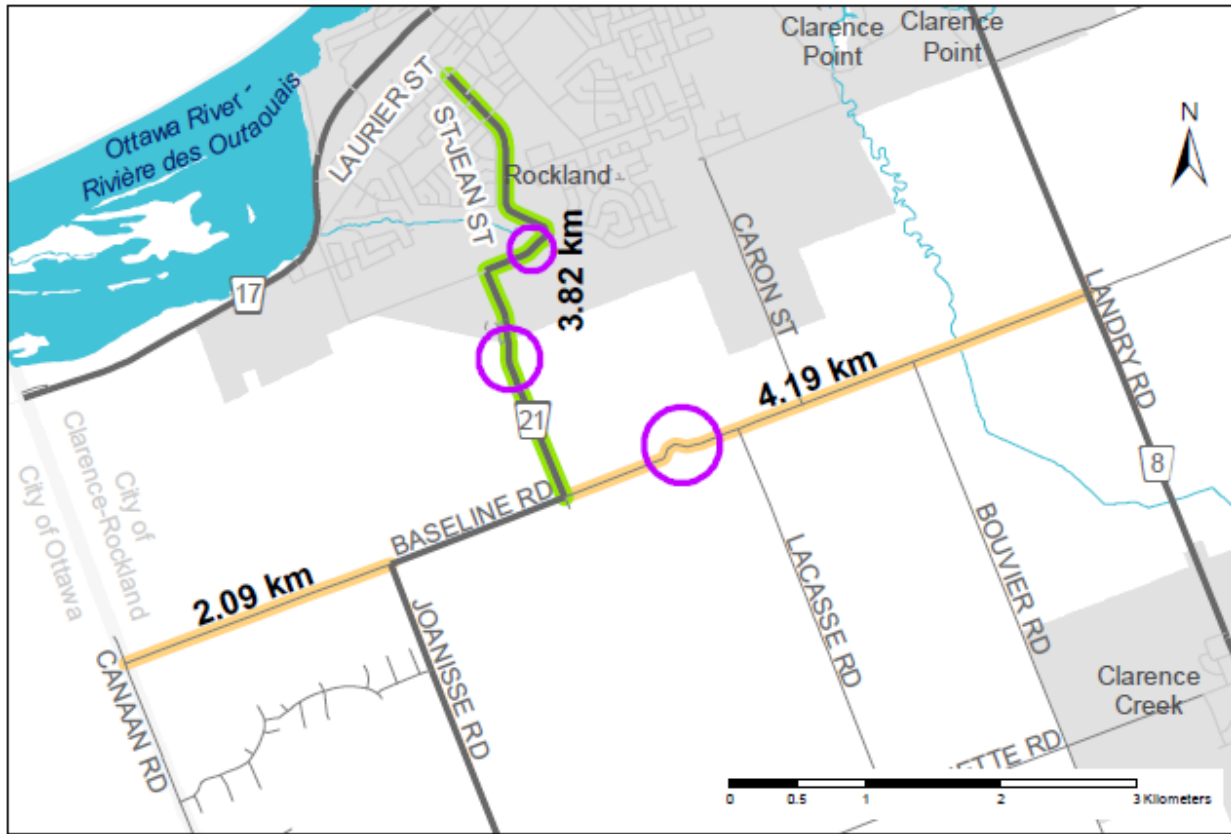
**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

Per: \_\_\_\_\_  
Jean-Luc Jubinville, Operation Director  
I/we having the authority to bind the corporation

**THE CORPORATION OF THE UNITED COUNTIES OF PRESCOTT AND RUSSELL**

Per: \_\_\_\_\_  
Jérémie Bouchard, Director of Public Works  
I/we having the authority to bind the corporation

## SCHEDULE "A" – KEY MAP OF ROAD TRANSFERS



### Legend

- ▬ Proposed County road to be transferred to Clarence-Rockland
- ▬ Proposed Municipal road to be transferred to UCPR
- Vertical Inclination



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2023-09-21