



County Council

Meeting Date: October 26, 2021
Submitted by: Chris Traini, County Engineer
Subject: Boundary Road Agreement with the County of Huron

BACKGROUND:

The County of Middlesex and the County of Huron have shared jurisdiction over County Road 5 (Mt. Carmel Rd/Grand Bend Rd/Greenway Dr) including a number of bridges.

ANALYSIS:

Boundary Road Agreements identify responsibilities of both parties and cover off maintenance and operational activities as well as terms for the completion of capital works. The agreement between Huron and Middlesex evenly divides responsibilities for summer and bridge maintenance activities as each County maintains an equal length of road and number of bridge structures. During the winter season, Middlesex County provides winter maintenance along the whole of the boundary road as it is more efficient for these operations and Huron County compensates Middlesex for their portion of the cost of this service.

The previous agreement has served both Counties well and it is recommended that the revised agreement be renewed for a term of 10 years. A copy of the agreement is attached.

RECOMMENDATION:

That the Boundary Road Agreement between the County of Middlesex and the County of Huron for the maintenance and repair of roads and bridges be approved for a term of November 15, 2021 to November 14, 2031 and that the necessary By-law be presented to County Council to authorize the Warden and the County Clerk to execute the Agreement.

Attachment: Boundary Road Agreement

BOUNDARY ROAD AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between:

The Corporation of the County of Huron

Hereinafter referred to in this Agreement as “Huron County”

-and-

The Corporation of the County of Middlesex

Hereinafter referred to in this Agreement as “Middlesex County”

WHEREAS Sections 20, 29, 29.1 and 52 of the *Municipal Act, 2001* (The “Act”), make provision for agreements between adjoining municipalities for the maintenance and repair of any highway forming the boundary between such municipalities, including the bridges thereon;

AND WHEREAS portions of highways as particularly described herein comprise shared boundary roads between Middlesex County and Huron County (the “Roads”);

AND WHEREAS it is deemed expedient and necessary for each county to be responsible for the maintenance and repair of particular portions of the Roads, providing year-round oversight, maintenance, and repair on these Roads;

AND WHEREAS the parties wish to agree on a manner in which capital upgrades of these Roads shall be completed;

AND WHEREAS the parties wish to share the costs for both maintenance and capital improvements;

NOW, THEREFORE, THIS AGREEMENT WITNESSTH THAT, in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

1.0 Definitions

- 1.1 “Agreement” means this Agreement, its appending schedules, and all written instruments amending it;
- 1.2 “Bridge” means a public bridge forming part of a highway or on, over or across which a highway passes and includes all cross-culverts, but does not include driveway culverts;
- 1.3 “Capital Improvement” and “Capital Improvements” means any work that is outside of Routine Maintenance and Repair as required by this Agreement and which materially improves and enhances any part of a Highway and/or Bridge and includes bridge re-construction, repair, maintenance, and inspection and the building or rebuilding of Highways or parts of Highways, hot mix asphalt resurfacing, shoulder graveling associated with resurfacing, and mid-life shoulder graveling application;
- 1.4 “Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;
- 1.5 Joint Jurisdiction has the meaning described in section 28 of the Municipal Act, 2001
- 1.6 “Minimum Maintenance Standards” means the then current minimum maintenance standards for municipal highways as set forth in regulations made by the Minister of Transportation as contemplated in section 44(4) of the Act as it exists from time to time, the current regulation being O.Reg.239/02 and includes any successor regulation or statute and where there is no applicable minimum maintenance standard in the regulation it means the standard of what is reasonable in the circumstances;

- 1.7 “Road” or “Roads” means the portion(s) of the Highways ordinarily used in whole or in part for vehicular traffic described as follows and includes, but is not limited to, all Bridges, guide rails, signage, line markings, trees, entrances, and intersection illumination as referenced on Schedules A, B, C and D.
- 1.8 “Routine Maintenance and Repair” means those activities completed in the routine maintenance and repair of a Highway, as contemplated in the Minimum Maintenance Standards and which shall be conducted in accordance with the specifications contained in said standards and in this Agreement. In addition, Routine Maintenance and Repair also includes the following:
- a) Drainage maintenance, including the clearing of ditches, curbs and gutters, catch basins, and storm drains;
 - b) Ditch and boulevard maintenance and repair;
 - c) Surface maintenance, including the repair of potholes, cracks and depressions, and spot gravel shouldering;
 - d) Monitoring and reporting maintenance or replacement requirements for stop, stop ahead signs and other regulatory and warning signs
 - e) Pruning and clearing of trees;
 - f) Maintenance and repair of guide rails;
 - g) Sweeping intersections to remove salt, sand, debris and other materials from the road surface; and
 - h) Routine patrolling and maintenance activities.
- For greater certainty, Routine Maintenance & Repair does not include Capital Infrastructure Improvements and/or replacements (i.e. driveway culverts, storm drains, curbs, guide rails, etc.)
- 1.9 “Winter Maintenance Season” means the continuous period of time between the fifteenth (15th) day of November and the first (1st) day of April.
- 1.10 Winter Control means plowing, salting, sanding and anti-icing.

2.0 Term

- 2.1 This Agreement shall be effective on November 15th, 2021 and shall continue until November 14th, 2031 (the “Term”).
- 2.2 Either party may terminate this Agreement by providing the other with one hundred and twenty (120) days’ written Notice of its intent to terminate. However, such Notice may only be provided between April 15 and August 15 of any year throughout the Term of the Agreement.

3.0 Obligations of Middlesex County

- 3.1 Middlesex County shall be responsible for the portion of the Roads described under Schedule A. With respect to that portion of the Roads, it shall:
- a) Carry out all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the Roads, during each Winter Maintenance Season throughout the Term of the Agreement.
 - b) In addition to the requirements set out in section 3.1 a), attend to winter events that occur prior to November 15th and after March 31st until winter events have subsided at the end of each season throughout the Term of this Agreement. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season may be at a lower level than during the Winter Maintenance Season, but that it shall meet the Minimum Maintenance Standards ;
 - c) Be responsible for all removal of snow and ice beyond the width of the road and shoulders if required;

- d) Be responsible to provide snow blowing services required within the right of way, if deemed necessary by Middlesex County;
 - e) Carry out Routine Maintenance and Repair;
 - f) Annually review Huron County's Stop, Stop Ahead signs and other regulatory and warning signs on the portion of road described under Schedule A for replacement or repair and notify Huron County of their condition. Huron County shall be responsible for the supply, erection and maintenance of 'Stop' signs, 'Stop Ahead' signs, and other regulatory and warning signs on the North side of the road.
- 3.2 The Parties acknowledge that the level of service to be provided by Middlesex County on its portion of the Roads may change throughout the Term of the Agreement. Any changes to the level of service shall meet the Minimum Maintenance Standards.
- 3.3 Middlesex County shall share all completed pavement condition evaluations for the portion of the Roads described under 1.6 (a) with Huron County throughout the Term.

4.0 Obligations of Huron County

- 4.1 Huron County shall be responsible for the portion of the Roads described under Schedule B. With respect to those portions of the Roads, it shall:
- a) Carry out Routine Maintenance and Repair;
 - b) Annually review Middlesex County's Stop, Stop Ahead signs and other regulatory and warning signs on the portion of road described under Schedule B for replacement or repair and notify Middlesex County of their condition. Middlesex County shall be responsible for the supply, erection and maintenance of 'Stop' signs, 'Stop Ahead' signs, and other regulatory and warning signs on the south side of the road.
- 4.2 The Parties acknowledge that the level of service to be provided by Huron County on its portions of the Roads may change throughout the Term of the Agreement. Any changes to the level of service shall meet the Minimum Maintenance Standards.
- 4.3 Huron County shall share all completed pavement condition evaluations for its portions of the Roads described under Schedule B with Middlesex County throughout the Term.
- 4.4 Notwithstanding Huron County's responsibility for the Roads described in Schedule B, Middlesex County shall:
- a) carry out all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the Roads, during each Winter Maintenance Season throughout the Term of the Agreement.
 - b) In addition to the requirements set out in section 4.4 a), attend to winter events that occur prior to November 15th and after March 31st until winter events have subsided at the end of each season throughout the Term of this Agreement. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season may be at a lower level than during the Winter Maintenance Season, but that it shall meet the Minimum Maintenance Standards;
 - c) Be responsible for all removal of snow and ice beyond the width of the road and shoulders if required;
 - d) Be responsible to provide snow blowing services required within the right of way, if deemed necessary by Middlesex County.

5.0 Bridge Maintenance, Repair and Capital Improvements

- 5.1 Middlesex County shall maintain and repair all County Bridges on the portion of the Roads, as described in Schedule A, including Tri-County Bridge Number 14-11.
- 5.2 Huron County shall maintain and repair all County Bridges on the portions of the Roads, as described in Schedule B, such bridges being Bridge Number 19-6 and Bridge Number 12-291.
- 5.3 Any maintenance, repair, and inspection of the County Bridges below the limit of \$10,000 per bridge structure shall be absorbed by the County responsible as set out under sections 5.1 and 5.2.
- 5.4 All Capital Improvements that are equal to or greater than an annual cost of \$10,000 per bridge structure shall be apportioned between and paid by the parties on a 50/50 basis, save and except for the Tri-County Bridge. In the case of the Tri-County Bridge, all Capital Improvements that are equal to or greater than an annual cost of \$10,000 shall be apportioned equally between the parties and Lambton County in accordance with the tri-party agreement governing the maintenance of that bridge.
- 5.5 Despite section 5.4, the expenditures by either party for Capital Improvements in any one year within the Term shall not exceed the sum of \$10,000 for work under section 5.4 unless it has been approved pursuant to section 6.5 below.
- 5.6 All completed inspection reports for Bridges on the Roads shall be shared by each County with the other.

6.0 Road Maintenance, Repair and Capital Improvements

- 6.1 Middlesex County shall be responsible for 100% of the maintenance costs on its assigned portion of the Roads, as described in Schedule C.
- 6.2 Huron County shall be responsible for 100% of the maintenance costs on its assigned portions of the Roads, as described in Schedule C.
- 6.3 All Capital Improvements on the Roads shall be apportioned equally between and paid by both parties on a 50/50 basis.
- 6.4 Despite section 6.3, the expenditures by either party for Capital Improvements in any one year within the Term shall not exceed the sum of \$10,000 for work under section 6.3 unless it has been approved pursuant to section 6.5 below.
- 6.5 If a party identifies the need for Capital Improvement expenditures to exceed the sum of \$10,000 for such work, it shall first notify the other party prior to the budget being set for the applicable budget year (not later than June 30th), or as soon as the need is identified where the work required is of a more urgent nature. The party making the request shall not proceed with the work without first receiving confirmation in writing from the other party that it has been included in the applicable budget year and has, therefore, been approved by its Council; or without first receiving the consent of the Council of the other party to said expenditure. If the Council does not provide approval, the party which has identified the need for the work to be completed may elect to proceed with the work without cost-sharing with the other party.
- 6.6 It is recognized by both parties that this Agreement directs all winter maintenance responsibility to the County of Middlesex. Middlesex County will invoice Huron County as necessary for its share of the expenditures related to work carried out by Middlesex.
- 6.7 The responsible Director or County Engineer of each County shall also prepare each year during the Term, a detailed statement of the Capital Improvements for the portions of the Roads assigned to the County as described herein and such statement of the Capital Improvements shall be verified by a statutory declaration of the responsible Director or County Engineer and shall be submitted to the other County not later than the first day of January in the year following that in which the

expenditure was made, and such expenditure shall be paid in the proportions as set out herein by each of the two Counties. The expenditures for Capital Improvements by either County in any one year shall not exceed the sum of \$10,000 without first receiving the consent of the other County.

- 6.8 It is agreed that County labour, payroll burden and equipment costs supplied directly by either party and related to the Capital Improvement will be absorbed by the party supplying the labour or equipment without payment towards these costs by the other party.
- 6.9 Each year, no later than December 1st, throughout the Term, Middlesex County and Huron County shall each invoice the other for the costs related to its respective portion(s) of the Roads as prescribed in sections 5 and 6.

7.0 911 Intersection Signs

- 7.1 Each County is responsible for the maintenance of its own 911 intersection signs. When an issue arises regarding a Huron County 911 intersection sign on a section under Middlesex County's responsibility, then Middlesex County shall request that it be addressed by Huron County. Similarly, if a situation arises wherein a Middlesex County 911 intersection sign requires attention on the Huron County portion of responsibility, then Huron County shall request that it be addressed by Middlesex County.
- 7.2 Generally, Middlesex County's standard on a 'T' intersection is to have two 911 blades on a single post on the radius opposite the 'stop' sign. Huron County's preference is to have two 911 blades on a single post on the radius opposite the 'stop' sign as well as having a single blade on a post on the opposite side of the road from the 'stop' sign. Huron County shall supply and install the post and single 911 blade on the north side of Highway 5, opposite Huron County 'T'.

8.0 Annual Review and Planning

- 8.1 Each year throughout the Term of the Agreement, following the Winter Maintenance Season and not later than June 30, the parties will meet to discuss any issues arising from this Agreement including but not limited to, the previous year's work, and will discuss plans for the upcoming year.

9.0 Indemnification

- 9.1 Huron County agrees to defend, indemnify and save and hold harmless Middlesex County from all claims, lawsuits, losses, expenses, damages, demands and costs, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or wilful misconduct of Middlesex County, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on Huron County under the terms of this Agreement or any applicable laws, rules or regulations. This indemnity shall survive the early termination or expiry of this Agreement
- 9.2 Middlesex County agrees to defend, indemnify and save and hold harmless Huron County from all claims, lawsuits, losses, expenses, damages, demands and costs, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or wilful misconduct of Huron County, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on Middlesex County under the terms of this Agreement or any applicable laws, rules or regulations. This indemnity shall survive the early termination or expiry of this Agreement.

- 9.3 Notwithstanding anything to the contrary contained in this Agreement, and subject to any applicable legislation and the ability of a party to protect its own rights in the face of litigation against that party, each party agrees to assist the other party in a timely manner in terms of the provision of information relevant to any claims that are made against the other party with respect to either party's obligations assumed under this Agreement.

10.0 Insurance

- 10.1 Each party shall, at its own expense, obtain and keep in force during the Term of this Agreement, liability insurance satisfactory to the other party, including the following terms and minimum coverage, which limits may be achieved by way of primary and/or umbrella or excess policies, and underwritten by an insurer licensed to conduct business in the Province of Ontario:
- a) Municipal General Liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars (\$15,000,000), including:
 - i) The other party shall be added as an Additional Insured with respect to the operations of the named insured;
 - ii) Cross liability and severability of Interest clauses;
 - iii) Policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
 - iv) Non-owned automobile coverage with a limit of at least Five Million Dollars (\$5,000,000) including SEF 96 (contractual liability);
 - v) Products and completed operations coverage with a limit of not less than Five Million Dollars (\$5,000,000);
 - vi) A thirty (30) day written notice of cancellation, termination or material change.
 - b) Automobile liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.
 - c) Environmental Insurance

Each party shall obtain and maintain in full force, an Environmental Policy with a limit of not less than \$2,000,000 and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for sudden and accidental and gradual release.
- 10.2 Each party shall provide the other with proof of coverage, each year, in the form of a certificate of insurance.
- 10.3 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Roads.

11.0 Force Majeure

- 11.1 Neither Huron County nor Middlesex County shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of Huron County or Middlesex County.
- 11.2 Huron County and Middlesex County agree that in the event of a disaster or Force Majeure they will co-operate and the party(ies) whose efforts to provide service under this Agreement has been disrupted will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

12.0 Governing Law

- 12.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.
- 12.2 Where there is any conflict between any provision of this Agreement and the provisions of the *Municipal Act, 2001* as amended, the provision of the *Municipal Act, 2001* shall prevail to the extent of the conflict.

13.0 Enforcement of Individual Municipal By-Laws Dealing with the Road

- 13.1 Except for the provisions of this Agreement respecting maintenance of the Roads, it is specifically acknowledged that the by-laws, policies and procedures adopted by each County relating to the Roads (including, but not limited to, those governing entrances, setbacks, signage on private property, and parking) shall remain in full force and effect. Each County shall be responsible to administer and enforce those by-laws, policies and procedures it has adopted, each on its respective side of the Roads, regardless of whether it is responsible for the maintenance of those Roads under this Agreement.
- 13.2 Upon execution of this Agreement, each party will share with the other its respective by-laws, policies and procedures which can impact the Roads, and further agrees to share with the other any new or revised by-laws, policies and procedures adopted throughout the Term which can impact the Roads.
- 13.3 For greater certainty, the parties acknowledge that:
- a) the maintenance, repair and replacement of regulatory signage and/or warning signage are considered to be maintenance activities under this Agreement, including costs incurred.
 - b) specifically, oversize/overweight permits will be issued by the County having responsibility over the Road(s) under this Agreement where the permit holder has applied to travel upon.
- 13.4 The parties will provide each other with a copy of each permit they issue, promptly upon issuance, within the portion of the Roads the other party is responsible to maintain under this Agreement, as follows:
- a) Middlesex County will provide a copy to Huron County of each permit it issues with respect to the Roads described under Schedule A; and
 - b) Huron County will provide a copy to Middlesex County of each permit it issues with respect to the Road described under Schedule B

14.0 Severability

- 14.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

15.0 Entire Agreement

- 15.1 This Agreement constitutes the entire agreement between the parties with respect to the year round maintenance, repair and Capital Improvement projects for the Roads and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants,

agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to year round maintenance, repair and capital improvement projects for the Roads except as provided in this Agreement and any attached Schedules.

16.0 Waiver and Amendment

- 16.1 Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed, in writing, by both parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

17.0 Successors and Assigns

- 17.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

18.0 Notice

- 18.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For Middlesex County: Marci Ivanic, County Clerk
County of Middlesex Administration Building
399 Ridout Street, N
London, ON N6P 2A1
Email: mivanic@middlesex.ca

For Huron County: Susan Cronin, County Clerk
County of Huron Administration Building
1 Court House Square
Goderich, ON N7A 1M2
Email: scronin@huroncounty.ca
Fax: 519-524-2044

- 18.2 Any notice required to be given by either party shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:
- a) Delivered personally on a business day, then on the day of delivery;
 - b) Sent by prepaid registered post, then on the second day following the registration thereof;
 - c) Sent by ordinary mail, then on the third business day following the date on which it was mailed; or
 - d) Sent by facsimile or email, upon confirmation of successful transmission of the notice.

19.0 Dispute Resolution

- 19.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the

matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the *Ontario Arbitrations Act, 1991*.

20.0 Remedies

20.1 Notwithstanding any other provision in the Agreement, in addition to any other remedies available at law or in equity, in the event that one party defaults in the performance of its Routine Maintenance and Repair obligations under this Agreement, the other party has the option of performing said Routine Maintenance and Repair to the extent of the deficiency and charging the defaulting party for said services, including without limitation, all personnel, administrative and/or other related costs thereto.

21.0 Counterparts

21.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF the parties hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

**THE CORPORATION OF THE
COUNTY OF MIDDLESEX:**

Cathy Burghardt-Jesson, Warden

Marci Ivanic, County Clerk

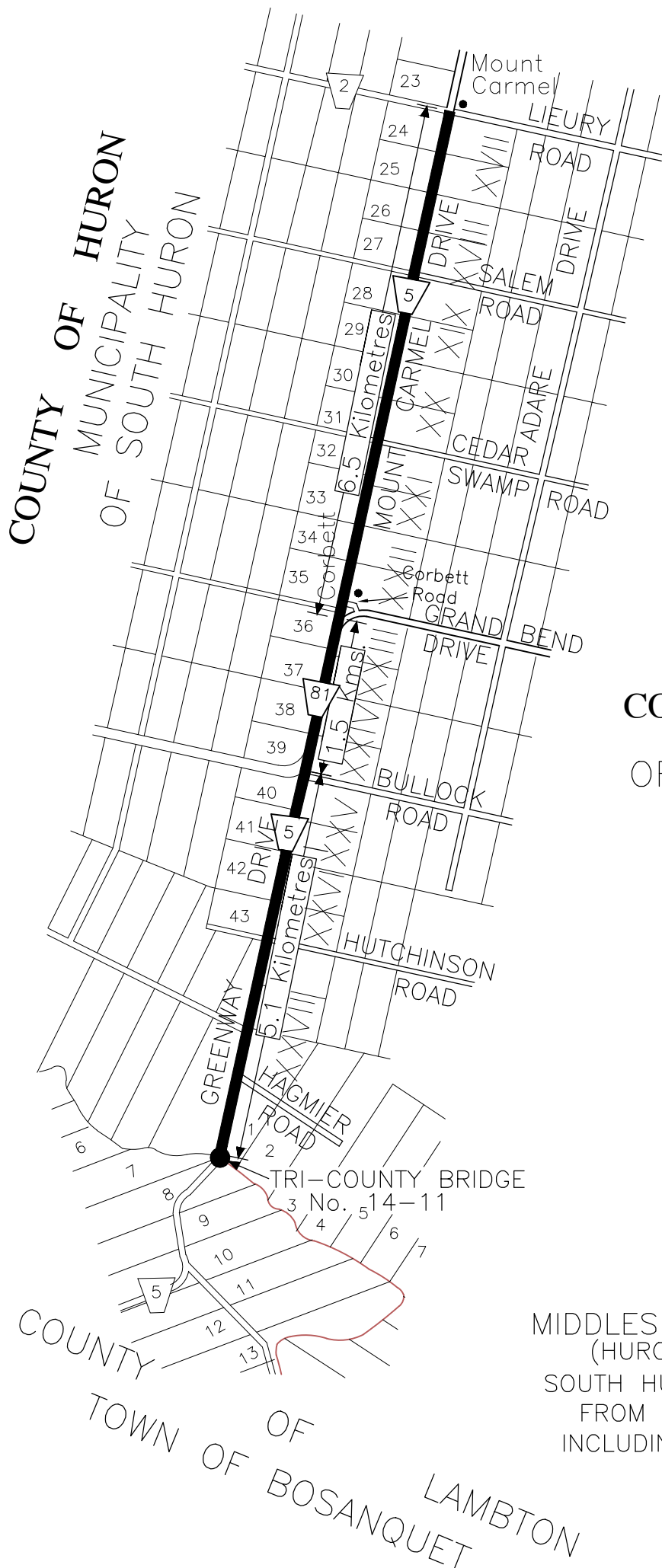
We have the authority to bind the Corporation.

**THE CORPORATION OF THE
COUNTY OF HURON:**

Glen McNeil, Warden

Susan Cronin, County Clerk

We have the authority to bind the Corporation.

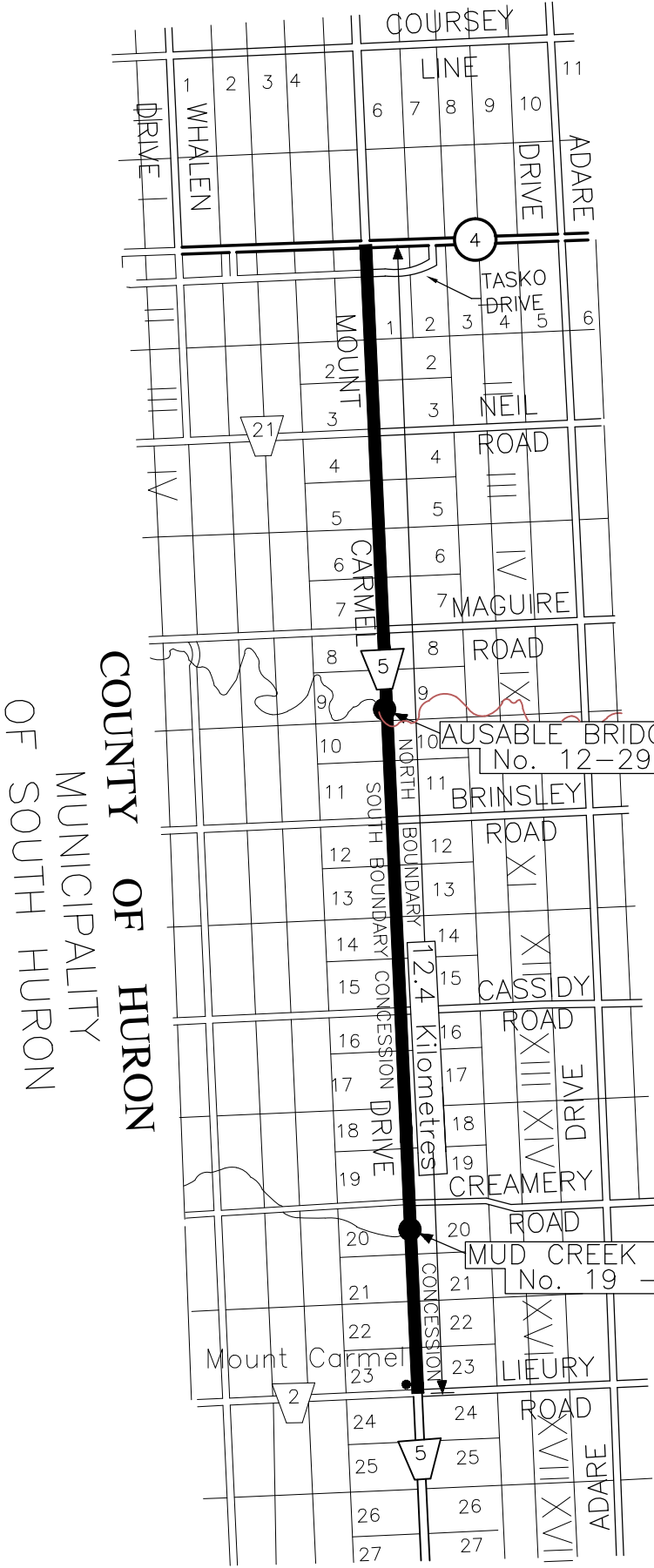
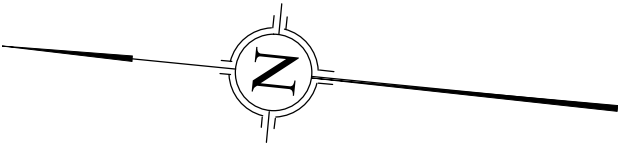


COUNTY OF MIDDLESEX MUNICIPALITY OF NORTH MIDDLESEX

SCHEDULE 'A'

SKETCH ILLUSTRATING
THE LENGTH OF
MIDDLESEX COUNTY ROAD Nos. 5 & 81
(HURON COUNTY ROAD Nos. 5 & 81)
SOUTH HURON – NORTH MIDDLESEX TOWNLINE
FROM MOUNT CARMEL TO AUSABLE RIVER
INCLUDING : TRI-COUNTY BRIDGE No. 14-11

COUNTY OF MIDDLESEX
MUNICIPALITY
OF LUCAN – BIDDULPH



COUNTY OF MIDDLESEX
MUNICIPALITY
OF LUCAN – BIDDULPH

SCHEDULE 'B'

SKETCH ILLUSTRATING
THE LENGTH OF
MIDDLESEX COUNTY ROAD No. 5
(HURON COUNTY ROAD No. 5)
SOUTH HURON – NORTH MIDDLESEX TOWNLINE
FROM MOUNT CARMEL TO HWY. No. 4
INCLUDING : AUSABLE BRIDGE No. 12-291 &
MUD CREEK BRIDGE No. 19 – 6

Schedule C

Road Description	Summer Road Maintenance (April 2- November 14)		Winter Road Maintenance November 15 - April 1	
	County	km	County	km
Road Number 5 in the Counties of Middlesex and Huron, being the boundary road lying between the Geographic Township of McGillivray (Municipality of North Middlesex) in the County of Middlesex and the Geographic Township of Stephen (Municipality of South Huron) in the County of Huron, extending from the east limit of Bridge Number 14-11 over the Ausable River easterly to the southwest limit of County Road Number 81, a distance of approximately 5.1 kilometres.	M	5.1	M	5.1
Road Number 81 in the Counties of Middlesex and Huron, being the boundary road lying between the Geographic Township of McGillivray (Municipality of North Middlesex) in the County of Middlesex and the Geographic Township of Stephen (Municipality of South Huron) in the County of Huron, extending from the east limit of County Road Number 5, easterly to the west limit of County Road Number 5, a distance of approximately 1.5 kilometres.	M	1.5	M	1.5
Road Number 5 in the Counties of Middlesex and Huron, being the boundary road lying between the Geographic Township of McGillivray (Municipality of North Middlesex) in the County of Middlesex and the Geographic Township of Stephen (Municipality of South Huron) in the County of Huron, extending from the northeast limit of County Road Number 81, easterly to the junction with the road between Lots 23 and 24, N.B.C., Geographic Township of McGillivray (Municipality of North Middlesex - Lieury Road) and Lots 23 and 24, S.B.C., Geographic Township of Stephen (Municipality of South Huron - Huron Road 2 -Bronson Line), a distance of approximately 6.5 kilometres.	M	6.5	M	6.5
Road Number 5 in the Counties of Middlesex and Huron, being the boundary road lying between the Geographic Township of McGillivray (Municipality of North Middlesex) in the County of Middlesex and the Geographic Township of Stephen (Municipality of South Huron) in the County of Huron extending from the west limit of King's Highway Number 4, westerly to the junction with the road between Lots 23 and 24, N.B.C., Geographic Township of McGillivray (Municipality of North Middlesex - Lieury Road) and Lots 23 and 24, S.B.C., Geographic Township of Stephen (Municipality of South Huron}, a distance of approximately 12.4 kilometres. M = Middlesex H = Huron DIFFERENCE	H	12.4	M	12.4
		13.1		25.5
		12.4		0
		0.7		25.5