

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2024-75

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN
AGREEMENT FOR ROAD MAINTENANCE WITH THE TOWNSHIP OF
AUGUSTA”**

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 29 provides that local municipalities on either side of a boundary line between municipalities have joint jurisdiction over any highways forming the boundary line; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 29.1(1) provides that if municipalities having joint jurisdiction over a boundary line highway enter into any 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 the Municipal Act 2001, SO 2001, c. 25, Section 29.1(2) provides that 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.

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to enter into an agreement for road maintenance with the Township of Augusta;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. The Mayor and Clerk are hereby authorized to execute the Road Maintenance Agreement attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal, and it shall form part of this by-law.
2. That all other bylaws previously passed that are inconsistent with the provisions of this bylaw are hereby repealed.
3. That this by-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 9 day of December, 2024.

Read a third and final time, passed, signed, and sealed in open Council this 9 day of December, 2024.

Mayor

Clerk

THIS AGREEMENT MADE in duplicate this 9 day of December, 2024.

BETWEEN:

THE TOWNSHIP OF AUGUSTA (herein referred to as Augusta)

OF THE FIRST PART

**THE TOWNSHIP OF EDWARDSBURGH/CARDINAL (herein referred to as
Edwardsburgh/Cardinal)**

OF THE SECOND PART

WHEREAS Augusta and Edwardsburgh/Cardinal are adjoining townships:

AND WHEREAS Section 29.1 of the *Municipal Act*, 2001, c.25 (the "Act"), and amendments thereto, authorizes agreements to be entered into between adjoining municipalities for maintenance and repair of any highway forming a boundary between such municipalities under which each municipality agrees to keep part of the highway in repair for its whole width and to indemnify the other municipality for any loss or damage arising from the lack of repair for that part;

AND WHEREAS the Municipalities have joint authority over the boundary road between the said municipalities pursuant to Section 29 of the Act and it is deemed expedient to provide for a division of the boundary road between the two municipalities so that each may be responsible for the maintenance and repair of the same.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, terms and conditions hereinafter contained, the parties hereto, hereby covenant and agree as follows:

1. Augusta shall be responsible for all winter maintenance, including plowing, sanding and salting as required from October 15 to and including April 15 of the following year for Weir Road and Burnie Road from County Road 21 to County Road 18.
2. Edwardsburgh/Cardinal shall be responsible for all winter maintenance, including plowing, sanding and salting as required from October 15 to and including April 15 of the following year for Glen Smail Road from County Road 44 Road to County Road 18 and Cedar Grove Road from Highway 16 to County Road 18.
3. Augusta or Edwardsburgh/Cardinal shall be responsible for all maintenance, including paving, shouldering, cross culverts, surface treatment and general

maintenance from April 14 to October 14 of the above-mentioned roads in paragraphs 1 and 2 that are within their boundary.

4. Augusta and Edwardsburgh/Cardinal shall comply with Ontario Regulation 239/02 respecting Minimum Maintenance Standards for municipal highways for their respective part of the boundary road as set out in paragraphs 1 and 2 above.
5. Prior to the commencement of any construction or reconstruction work in any year, the townships shall consult each other in order that arrangements may be made for money to be raised for the sharing of costs, for Weir Road, Cedar Grove Road and Glen Smail Road including the repair and maintenance of any/all road culverts.
6. Entrance culverts shall be the responsibility of the municipality in which the land served by the entrance is situated.
7. Each party shall submit a complete accounting to the other for money expended for construction or reconstruction prior to December 31 of each year. Any balance to be paid by one township to the other to equalize the costs of construction or reconstruction of the boundary road for the year pursuant to paragraph 4 above shall be paid by the last day of February in the subsequent year.
8. Throughout the term of this Agreement, each Party shall obtain, maintain and provide to the other with evidence of the coverages shown below and shall provide that these coverages will not be cancelled or permitted to lapse unless the insurer notifies the certificate holder in writing at least thirty (30) days prior to the date of cancellation or expiry:
 - a) Third party general liability insurance covering the work and services described in this Agreement. Such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners, and contractors protective, completed operations, contingent employers' liability, cross liability, and severability of interest claims. Such insurance shall provide coverage of an amount no less than five million (\$5,000,000) dollars and shall include the certificate holder as an additional insured with respect to the obligations described in this Agreement.

9. Each Party to this Agreement shall indemnify and hold harmless the other from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligent acts or omissions of the Party performing the work, its agents, representative, employees, or other persons for whom they are responsible in law as a result of acts or omissions connected with the performance or non-performance of work or due to any contravention of the provisions of this Agreement, or of any applicable laws, rules or regulations.
10. Any dispute or difference between the parties hereto concerning questions of fact, procedures, practices, or standards relevant to this Agreement which cannot be resolved or settled by the parties, shall be settled, and determined by arbitration. The provisions of this paragraph shall be deemed to constitute a "submission" within the meaning of the Arbitration Act, 1991 (Ontario) (referred to in this paragraph as the "Arbitration Act") and the provisions of the Act, except to the extent that a contrary intention is expressed herein, shall apply to any arbitration hereunder. The following provisions shall apply to any such arbitration:
 - a) Either party may at any time give written notice to the other of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute. Within five (5) business days after receipt of such notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the parties fail to appoint an arbitrator either party may apply to a Judge of the Superior Court of Ontario to appoint an arbitrator to determine such dispute.
 - b) The Arbitrator so appointed shall proceed forthwith to arbitrate the dispute. The costs of the arbitration shall be paid as determined by the arbitrator. Notwithstanding anything to the contrary contained in the *Arbitration Act*, the award of the arbitrator shall be final and binding upon the parties and all persons claiming through or under them and shall not be subject to review or appeal in any court of law or equity.
11. Either party hereto may terminate the agreement upon sixty (60) days written notice, by registered mail, to the other party. Notice shall be deemed to be received on the second day following the date of mailing as previously mentioned.

12. This agreement shall continue in force and effect, unless terminated as previously mentioned, and shall ensure to the benefit of and be found upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective Corporate Seals attested by the hands of their respective Mayors and Clerks duly authorized in that behalf.

THE TOWNSHIP OF AUGUSTA

Per: _____

Per: _____

We have the authority to
bind the corporation.

THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Per: _____

Per: _____

We have the authority to
bind the corporation.