

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

BY-LAW NO. 2017-35

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

WHEREAS the Municipal Act 2001, SO 2001, Chapter 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;

WHEREAS the Municipal Act 2001, SO 2001, Chapter 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;

WHEREAS the Municipal Act 2001, SO 2001, Chapter 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;

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 11(3) states that lower-tier municipalities may pass by-laws to execute an agreement respecting the supply of recreation programs and services;

AND WHEREAS Municipal Council deems it desirable to enter into an agreement with the Township of Augusta in respect to recreation facilities.

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

1. That the Mayor and Clerk are hereby authorized to execute the Recreational Facilities agreement attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh/Cardinal.
2. That Schedule “A” forms part of this by-law.
3. That this by-law shall come into force and take effect on its passing.

Read a first and second time in open Council this 26th day of June, 2017.

Read a third and final time, passed, signed and sealed in open Council this 24th day of July, 2017.

Mayor

Clerk

Schedule "A"
AGREEMENT FOR RECREATIONAL FACILITIES

This agreement made in duplicate this 31 day of 2017,

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
hereinafter called "Edwardsburgh/Cardinal"

AND: THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
hereinafter called "Augusta"

WHEREAS pursuant to Section 11(3) of the Municipal Act, S.O. 2011 Chapter 25 the parties propose to execute an agreement respecting the supply of recreation programs and services;

AND WHEREAS Edwardsburgh/Cardinal provides recreation facilities to residents of Augusta at a number of their recreational facilities;

AND WHEREAS this agreement serves the needs of the parties, the users of recreation and the ratepayers of both municipalities;

NOW THEREFORE this agreement witnesses that Edwardsburgh/Cardinal and Augusta agree to the following:

1. Edwardsburgh/Cardinal agrees to allow Augusta ratepayers equal access to its recreational facilities, programs and services.
2. Recreation facilities, programs and services included under this agreement shall include but not be limited to, the Ingridion Centre, Spencerville Arena, ball and athletic fields, tennis courts and swimming pools.
3. Nothing in this agreement shall restrict Edwardsburgh/Cardinal from establishing the appropriate level and type of services and from setting appropriate user fees for all participants providing also that no additional surcharge is applied to Augusta users.
4. The cost sharing fee base rate payable to Edwardsburgh/Cardinal shall be \$15,000.00 per annum. Annually, a cost of living increase based on the total Consumer Price Index for Ontario in November of each calendar year will automatically be applied to the base rate.
5. Official correspondence in respect of this agreement shall be between the Clerk of Edwardsburgh/Cardinal and the CAO of Augusta.
6. The parties agree to maintain sufficient insurance coverage to protect their mutual responsibilities for the provision of recreation programs and services provided for under this agreement.
7. This agreement shall take effect upon the approval of the Councils of Edwardsburgh/Cardinal and Augusta.
8. This agreement shall inure and be binding upon not only the parties hereto agreed but also their respective successors and assigns.
9. Termination of this agreement by either party shall require 12 months' notice.

IN WITNESS WHEREOF this agreement has been executed by the parties' respective signing authorities
and sealed with their corporate seals.

TOWNSHIP OF AUGUSTA

Doug M. Della
Mayor

Roy Munn
CAO

TOWNSHIP OF EDWARDSBURGH/CARDINAL

Pat Sayfan
Mayor

Pat Kinsley
CAO/Clerk