

THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

BY-LAW NO.2013- 39

**BEING A BOUNDARY ROAD AGREEMENT BETWEEN
THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
AND THE TOWNSHIP OF SOUTH DUNDAS**

WHEREAS the Township of Edwardsburgh/Cardinal and the Township of South Dundas are adjoining municipalities:

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 Township of Edwardsburgh/Cardinal and the Township of South Dundas are desirous of entering into an agreement for the provisions of boundary road maintenance and construction;

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL ENACTS
AS FOLLOWS;**

1. **THAT** the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law between the Township of Edwardsburgh/Cardinal and the Township of South Dundas for the provision of boundary road maintenance and construction;
2. **THAT** this by-law shall come into full force and effect upon final passing.

By-law passed, signed, sealed and numbered in open Council this 22nd day of July, 2013.



MAYOR



Deputy CLERK

Schedule "A" to By-law No. 2013-39

THIS AGREEMENT MADE in duplicate this 31st day of July, 2013.

BETWEEN: THE TOWNSHIP OF EDWARDSBURGH/CARDINAL (herein referred to as
Edwardsburgh/Cardinal

OF THE FIRST PART

THE TOWNSHIP OF SOUTH DUNDAS (herein referred to as South
Dundas)

OF THE SECOND PART

WHEREAS South Dundas 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 jurisdiction 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. South Dundas and Edwardsburgh/Cardinal shall maintain and keep in repair for full width the sections of the boundary road as outlined in Schedule A attached hereto which forms part of this bylaw.
2. South Dundas 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.
3. South Dundas and Edwardsburgh/Cardinal agree that the construction or reconstruction on any boundary road shall be in consultation with the other municipality with costs being shared equally however cost sharing should not be a condition precedent to having the work completed.
4. South Dundas and Edwardsburgh/Cardinal agree to be responsible for the administration of construction or reconstruction of the portion of the boundary road which it is responsible to maintain.
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, pursuant to paragraph 3 above.

6. 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 in order to equalize the costs of construction or reconstruction of the boundary road for the year pursuant to paragraph 3 above shall be paid by the last day of February in the subsequent year.
7. Throughout the term of this Agreement, each Party shall obtain and maintain and provide to the other with evidence of the coverage's shown below and shall provide that these coverage's 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 protection, completed operations, contingent employer's 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.
8. 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.
9. 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 forthwith proceed 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.

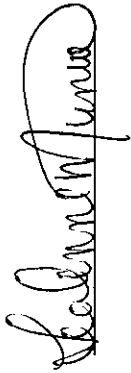
10. Either party hereto may terminate the agreement upon sixty (60) days written notice, by registered mail, to the other party. Notice shall be deemed to be received in the second day following the date of mailing as aforesaid.
11. This agreement shall be effective as of October 1st, 2013 and shall continue in force and effect, unless terminated as aforesaid, and shall endure to the benefit of and be binding 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.

SIGNED, SEALED AND DELIVERED) **THE TOWNSHIP OF SOUTH DUNDAS**

In the presence of) PER: 

Mayor



Witness

PER: 

Clerk

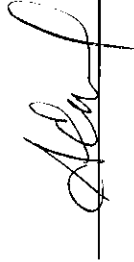


Witness

THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

PER: 

Mayor

PER: 

Deputy Clerk

Schedule A to By-law 2013-39
BOUNDARY ROAD AGREEMENT BETWEEN
THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
AND THE TOWNSHIP OF SOUTH DUNDAS

Road Name	KM	Maintained	Surface Type	Responsibility
Marine Station Rd	2.2	year round	gravel	South Dundas
Webb Rd – Hanesville Rd to Cooper Bridge	0.5	year round	paved	Edwardsburgh/Cardinal
Safford Rd (south end)	1.8	year round	gravel	Edwardsburgh/Cardinal
Safford Rd (middle)	0.4	year round	paved	Edwardsburgh/Cardinal
Safford Rd (north end)	0.2	year round	gravel	Edwardsburgh/Cardinal
Webb Rd – Hanesville to Levere Rd	0.8	summer only	gravel	South Dundas
Byker Rd – County Rd #18 North	0.6	year round	gravel	South Dundas
Byker Rd – (middle)	1.4	summer only	gravel	South Dundas
Byker Rd (north end) to Branch Rd	0.1	year round	gravel	South Dundas
Nation River Road	0.25	year round	paved	Edwardsburgh/Cardinal

SUMMARY

The total length of the boundary road is 8.25 km.

- Edwardsburgh/Cardinal looks after 3.15 km year round.
- South Dundas looks after 2.9 km year round and 2.2 km summer only.