



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2714

BEING A BY-LAW TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

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;

AND 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;

AND 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;

AND WHEREAS the Council of the Township of Augusta wishes to enter into a road maintenance agreement with the Corporation of Township of Elizabethtown-Kitley;

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows that:

1. That the terms of the agreement are hereby referred to as Schedule "A" to By-Law

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2008.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

AND

THE CORPORATION OF THE TOWNSHIP AUGUSTA

WHEREAS the Municipal Act, Sections 20 and 29.1 provides for entering into an agreement with another municipality for the maintenance of boundary roadways;

AND WHEREAS the Corporation of the Township of Elizabethtown-Kitley and the Corporation of the Township of Augusta share common roadways including Wiltsie Road, Seeker Road, Bains Road, Jellyby Road, Spicer Road, and Seeker Road;

AND WHEREAS it is deemed necessary for a maintenance agreement on said boundary road;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants herein contained the Parties hereto agree as follow:

1. General Maintenance

The Township of Augusta shall provide all maintenance, including winter maintenance, of Wiltsie Road from Gosford Road to Seeker Road, a length of 2.2 kilometres.

The Township of August shall provide calcium and grading maintenance on Spicer Road.

The Township of Elizabethtown-Kitley shall provide only calcium and grading maintenance on Seeker Road (approximately 0.9 kilometres).

2. Winter Maintenance Only

The Township of Augusta shall provide ploughing and sanding of Seeker Road (approximately 0.9 kilometres).

The Township of Elizabethtown-Kitley shall provide ploughing and sanding of Jellyby Road to County Road 15 and ploughing only of Bains Road (approximately 0.9 kilometres) and Spicer Road (approximately 0.5 kilometres).

3. Major Reconstruction

All major reconstruction for roadways and bridges requiring design criteria will be shared on a 50% basis by each municipality. Both municipalities must agree to the proposed work one year prior to commencement of such work or upon mutual agreement.

4. No invoicing will be required between the two municipalities as costs are offsetting equally.

5. Both municipalities agree to provide the level of service conforming to the Minimum Service Standards and to the applicable municipal by-law, attached hereto.
6. All granular roadways shall have an application of stone every two years at the rate of approximately 2" in thickness or 400 tonne per kilometre.
7. The responsibility for patrol and inspections shall fall to the municipality carrying out the maintenance at that time.
8. Each municipality shall provide to the other a Certificate of Insurance from their respective insurers referencing this agreement and naming the other as additional insured for this work. In addition, each municipality and their agents agree to indemnify and save harmless the other municipality from any damages or claims for damage as a result of their negligence in performing the road maintenance responsibilities as set out in this agreement, whether such claims are asserted by a party to this agreement, or by a Third Party.
9. This Agreement shall come into force effective in the year 2008 and shall continue in force annually until either of the Parties gives six (6) months notice in writing of their desire to cancel or amend the Agreement.

IN WITNESS WHEREOF the Corporation of the Township of Elizabethtown-Kitley has caused its corporate seal to be affixed hereto under the hands of its property authorized officers dully appointed in that behalf this _____ day of _____, 2008.

The Corporation of the Township of Elizabethtown-Kitley

Mayor

Clerk

IN WITNESS WHEREOF the Corporation of the Township of Augusta has caused its corporate seal to be affixed hereto under the hands of its property authorized officers dully appointed in that behalf this 2nd day of June, 2008.

The Corporation of the Township of Augusta

Reeve

Clerk