

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

**BY-LAW NO. 2022-61**

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE THE  
RIVER ROUTE TRANSIT SERVICE PARTNERSHIP AGREEMENT”**

**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 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** Municipal Council deems it desirable to enter into the River Route Transit Partnership Agreement with the Township of Augusta, City of Brockville, and Town of Prescott to provide transportation services within the municipality.

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

1. That the Mayor and Clerk is hereby authorized to execute the River Route Transit Partnership Agreement, attached hereto as Schedule “A” and forming part of this bylaw.
2. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 26 day of September, 2022.

Read a third and final time, passed, signed and sealed in open Council this 26 day of September, 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

RIVER ROUTE TRANSIT SERVICE PARTNERSHIP AGREEMENT

THIS AGREEMENT made this 11 day of Oct, 2022.

BETWEEN:

TOWNSHIP OF AUGUSTA

– and –

CITY OF BROCKVILLE

– and –

CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

– and –

CORPORATION OF THE TOWN OF PRESCOTT

**1. Definitions**

In this Agreement, the following are defined terms:

"Bus" means a vehicle that is capable of carrying more than nine passengers and meets all federal and provincial requirements to be used as for a municipal public transit service.

"River Route Transit Service" means the public bus service operated by the City of Brockville traversing a route through the Township of Augusta, Township of Edwardsburgh Cardinal and Town of Prescott.

**2. Term**

The term of this agreement shall run from April 1, 2022 to March 31, 2023 which coincides with the Provincial Gas Tax funding year.

### **3. Renewal**

Each partner shall provide written notice of their intent to renew this agreement for 12 months (April 1<sup>st</sup> to March 31<sup>st</sup>) by February 28<sup>th</sup> of each year.

### **4. Termination**

If a partner wishes to terminate their participation in this agreement, they must provide written notice by February 28<sup>th</sup> for termination on March 31<sup>st</sup>.

### **5. Service Provider**

The City of Brockville shall act as the service provider for the River Route Transit Service. These responsibilities include the following:

- Operation of a bus that meets all federal and provincial requirements
- Provide qualified staffing to operate the bus
- Provide fuel for the bus
- Provide the preventative and remedial maintenance on the bus
- Provide adequate vehicle and liability insurance for the operation of the bus
- Track all incremental revenue and expenses related to the River Route Transit
- Track daily ridership data by stop and provide on a weekly basis
- Provide monthly financial data on the revenues and expenses of the River Route Transit by the 21<sup>st</sup> calendar day of each month for the month prior
- Provide the information necessary to complete the reporting requirements for the Provincial Gas Tax Funding Program
- Invoice the Town of Prescott for the net expense of the River Route Transit Service

### **6. Financial Arrangements**

As the Service Provider, the City of Brockville will be reimbursed for all incremental expenses to operate the River Route Transit Service, including the following:

- Qualified staffing to operate the bus
- Fuel for the bus
- Preventative and remedial maintenance on the bus

The Township of Augusta, The Corporation of the Township of Edwardsburgh Cardinal, and the Town of Prescott shall share equally in the cost net expense to operate the River Route Transit Service. The net expense to operate the River Route Transit Service will be calculated as follows:

- Plus User Fees Collected for the River Route Transit Service
- Plus Provincial Gas Tax Funding received by the Corporation of the Town of Prescott on behalf of the Township of Augusta, the

Corporation of the Township of Edwardsburgh Cardinal, and the Corporation of the Town of Prescott – April 1<sup>st</sup> to March 31<sup>st</sup>

Less: Incremental expenses of the City of Brockville to operate the River Route Transit Service

Equals Net Expense to operate the River Route Transit Service

The Oversight and Operating Committee will be responsible for preparing and agreeing on the annual operating budget by January 15<sup>th</sup> of each year and this draft budget will be forwarded to each municipality for presentation to Council for review and consideration.

#### **7. Staff**

The City of Brockville will be responsible for all staffing and contractors related to the operation of the River Route Transit Service.

These staff and contractors will have employment and/or contractual arrangements with the City of Brockville and not with the Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, or the Corporation of the Town of Prescott.

All issues or disputes between the City of Brockville and their employees and/or contractors is specifically to exclude the Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, or Corporation of the Town of Prescott as nothing in this agreement shall be construed or understood to create a contractual obligation between the Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, or the Corporation of the Town of Prescott and employees and/or contractors working for the City of Brockville to operate the River Route Transit Service.

#### **8. Administrative Lead**

The Corporation of the Town of Prescott agrees to act as the administrative lead for the River Route Transit Service, responsible for the following:

- Applying for, receiving, and reporting to Provincial Gas Tax Funding Program on behalf The Township of Augusta, The Corporation of the Township of Edwardsburgh Cardinal, and the Corporation of the Town of Prescott.
- Invoicing the Township of Augusta and the Corporation of the Township of Edwardsburgh Cardinal on a quarterly basis for their financial contribution to the River Route Transit Service
- Payment to the City of Brockville for the monthly invoice for incremental expenses to operate the River Route Transit Service
- For receiving and assembling the ridership and financial data to be reported to the Township of Augusta and Corporation of the Township of Edwardsburgh Cardinal formally on a quarterly basis and on an as needed basis as requested

- The Chief Administrative Officer for the Corporation of the Town of Prescott will act as the Chair the Oversight and Operations Committee but will not have a vote when determining consensus to avoid creating an unbalance the representation between the partners.

#### **9. Oversight and Operations Committee**

Each party to the agreement shall appoint two staff members to an Oversight and Operating Committee. The Committee will be responsible for reviewing and deciding on the following in relation to the River Route Transit Service:

- Hours of operation
- Route travelled
- Stop locations
- User Fees
- Annual operating budget
- Marketing and promotions

Decisions of the Committee will be based on consensus and with the agreement of the City of Brockville that they can be reasonably implemented. Any decision that would increase the net cost of the River Route Transit Service above the budgeted yearly contribution, will be brought to each individual Council for contemplation.

The Oversight and Operations Committee will meet at least quarterly and on an as needed basis at the request of any member of the Committee. Semi-annual updates on Committee activities will be provided at the Tri-Council meeting.

#### **10. Bus Vehicle**

The City of Brockville is currently in the process of replacing their fleet of buses over the next several years. The River Route Transit Service will use the buses that are slated for replacement until it is no longer feasible to do so.

The Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, and the Corporation of the Town of Prescott will be responsible for purchasing a replacement bus on or before the date at which it is no longer feasible for the City of Brockville to provide a bus that has been slated for replacement due to age, maintenance, repairs, or operating costs. It is estimated that a replacement will need to be purchased in 2025 or 2026 based on the current bus replacement plan. Approval of the capital contributions and the decision to purchase a bus will require Council approval from the applicable municipalities.

The Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, and the Corporation of the Town of Prescott will seek out any and all Federal and Provincial funding programs to offset the cost of a new bus. The net cost of a new bus which shall be calculated by the cost of a new bus less any funding received for the new bus shall be shared equally between The Township of Augusta, Corporation

of the Township of Edwardsburgh Cardinal, and the Corporation of the Town of Prescott.

**11. Continuous Improvement**

The success of the River Route Transit Service will be measured based on continuous improvement in decreasing the cost per ride. Cost per rider will be calculated by taking the total operating expenses of the River Route Transit Service and dividing by the number of rides provided for the applicable period of time.

**12. Dispute Resolution**

The Chief Administrative Officer or designate of each partner will act as the dispute resolution body.

**13. Mutual Indemnity**

Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, and Corporation of the Town of Prescott agree to and shall indemnify and hold harmless the City of Brockville for any legal fees, disbursements, damages, or other related or associated expenses arising out of any action against the City of Brockville relating to the operation of the River Route Transit Service.

This indemnity clause shall not apply if the City of Brockville or its staff is determined to be negligent by a court of competent jurisdiction.

The City of Brockville agrees to and shall indemnify and hold harmless the Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, and Corporation of the Town of Prescott for any legal fees, disbursements, damages, or other related or associated expenses arising out of any action against the Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, or Corporation of the Town of Prescott relating to the operation of the River Route Transit Service.

This indemnity clause shall not apply if the Township of Augusta, Corporation of the Township of Edwardsburgh Cardinal, or Corporation of the Town of Prescott or its staff is determined to be negligent by a court of competent jurisdiction.

**14. Compliance with Laws**

All parties agree that itself, its employees, representatives and agents shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, statutes, rules, regulations and orders in respect of the performance of this Agreement.

**15. Time**

Time shall be of the essence of this Agreement.

**16. Non-Assignability**

A party shall not assign any of its rights or obligations under this Agreement, without the written consent of the other parties, and such consent shall not be unreasonably withheld.

**17. No Waiver**

No waiver of any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement.

**18. Notices**

Any notice, request, demand, consent, approval, correspondence, report or other communication required pursuant to or permitted under this Agreement must be in writing and must be given by personal delivery, or transmitted by fax, email or other electronic medium that provides a hard copy, or be sent by first class mail, postage or charges prepaid, and addressed to the parties to whom it is intended at its address as set out below:

Township of Augusta  
3560 County Road 26  
Prescott, ON, K0E 1T0  
Phone: 613 925-4231

City of Brockville  
1 King Street West  
P.O. Box 5000  
Brockville, ON, K6V 7A5  
Phone: 613 342-8772  
Fax: 613 342-8780

Township of Edwardsburgh/Cardinal  
18 Centre Street  
P.O. Box 129  
Spencerville, ON, K0E 1X0  
Phone: 613 658-3055  
Fax: 613 658-3445

Town of Prescott  
360 Dibble St W,  
Prescott, ON, K0E 1T0  
Phone: 613 925-2812  
Fax: 613 925-4381

**19. Severability**

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**20. Governing Law**

This agreement shall be governed by the laws of the Province of Ontario.

**21. Authority**

Each Party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of the respective Party has been properly authorized and empowered to enter into this contract. Each Party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

**22. Substitution and Changes**

Substitution or changes may be made in writing to this Agreement, by mutual consent of the parties.

**23. Headings not Controlling**

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**24. Entire Agreement**

This Agreement contains the entire understanding of the Parties hereto and neither it nor the rights and obligations hereunder may be changed, modified or waived except by an instrument in writing signed by the parties hereto.

**25. Binding Effect**

This Agreement will endure to the benefit of, and be binding upon, the Parties and their respective successors, administrators and assigns.

In witness whereof the Parties have caused this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective Parties, to be signed and entered as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED

in the presence of:



**Township of Augusta**

Per:

Day McDele

Mayor

Janette Sim

Clerk

We have authority to bind the Corporation.

**City of Brockville**

Per:

[Signature]

Mayor

[Signature]

Clerk (Acting)

We have authority to bind the Corporation.

**Corporation of the Township of  
Edwardsburgh Cardinal**

Per:

[Signature]

Mayor

[Signature]

Clerk

We have authority to bind the Corporation.

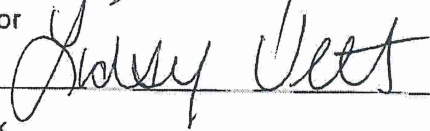


**Corporation of the Town of Prescott**

Per:

A handwritten signature in black ink, appearing to be 'A. B. M.', written over a horizontal line.

Mayor

A handwritten signature in black ink, appearing to be 'Jenny Velt', written over a horizontal line.

Clerk

We have authority to bind the Corporation.