

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BYLAW NO. 2439

A Bylaw to authorize the execution of a cross boundary servicing agreement (Saanich)

WHEREAS part of the boundary between Esquimalt and Saanich lies within a body of tidal water known as the Gorge (herein called the "Gorge");

AND WHEREAS a bridge exists which crosses over the boundary between Esquimalt and Saanich in the Gorge;

AND WHEREAS the Councils of Esquimalt and Saanich have joint responsibility for the maintenance, repair and improvement of the bridge, pursuant to Section 539 (2) of the *Local Government Act*;

AND WHEREAS pursuant to Section 539 (3) and 536 (1) of the *Local Government Act* a municipal bylaw respecting a boundary bridge does not have effect for the bridge until mutually acceptable bylaws have been adopted by each Council;

AND WHEREAS the Councils of the Corporation of the Township of Esquimalt and The Corporation of the District of Saanich have reached an agreement to provide services on the boundary bridge.

NOW THEREFORE the Municipal Council of the Corporation of the Township of Esquimalt in open meeting assembled enacts as follows:

1. This Bylaw may be cited for all purposes as the "CROSS BOUNDARY SERVICING AGREEMENT (SAANICH) BYLAW, 2000, NO. 2439".
2. The Corporation of the Township of Esquimalt is hereby authorized and empowered to enter into an agreement with The Corporation of the District of Saanich in the form attached hereto and marked Schedule "A".
3. The Mayor and Clerk of the Corporation of the Township of Esquimalt are hereby authorized to execute the said agreement under the Seal of the Corporation.

READ a first time on September 11, 2000.

READ a second time on September 11, 2000.

READ a third time on September 11, 2000.

ADOPTED by the Municipal Council on September 25, 2000.


R. T. RICE
MAYOR


J. P. G. McLUCKIE
MUNICIPAL CLERK

SCHEDULE 'A'
CROSS BOUNDARY SERVICING AGREEMENT

Made in duplicate this _____ day of _____, 2000.

BETWEEN:

**THE CORPORATION OF THE
DISTRICT OF SAANICH**
770 Vernon Avenue,
Victoria, British Columbia V8X 2W7

(herein called "Saanich")

AND:

**CORPORATION OF THE
TOWNSHIP OF ESQUIMALT**
1229 Esquimalt Road,
Victoria, British Columbia V9A 3P1

(herein called "Esquimalt")

WHEREAS part of the boundary between Saanich and Esquimalt lies within a body of tidal water known as the Gorge (herein called the "Gorge");

AND WHEREAS a bridge exists which crosses over the boundary between Saanich and Esquimalt in the Gorge;

AND WHEREAS the Councils of Saanich and Esquimalt have joint responsibility for the maintenance, repair and improvement of the bridge, as defined in Section 539 (2) of the *Local Government Act*;

AND WHEREAS pursuant to Section 539 (3) and 536 (1) of the *Local Government Act* a municipal bylaw respecting a boundary bridge does not have effect for the bridge until mutually acceptable bylaws have been adopted by each Council;

NOW THEREFORE in consideration of the mutual covenants and agreements herein, the parties hereto covenant and agree as follows:

1. Definitions

- (a) "Tillicum Road" shall mean that section of Tillicum Road which crosses the Gorge from Saanich into Esquimalt and vice versa.
- (b) "Tillicum Road Bridge" shall mean the bridge crossing over the Saanich / Esquimalt boundary in the Gorge which is an extension of Tillicum Road.

2. The Saanich / Esquimalt boundary on the Tillicum Road bridge is shown on drawing TRB-01 and attached as Schedule 'A' to this agreement.

3. Saanich shall be responsible for the maintenance and repair of that part of the Tillicum Road bridge, including all associated services, signs, street lighting, sidewalks, cleaning, sweeping, snow removal and any other routine maintenance duties located on the Saanich side of the Saanich / Esquimalt boundary.

4. Esquimalt shall be responsible for the maintenance and repair of that part of the Tillicum Road bridge, including all associated services, signs, street lighting, sidewalks, cleaning, sweeping, snow removal and any other routine maintenance duties located on the Esquimalt side of the Saanich / Esquimalt boundary.

5. It is the intention of the parties that any future capital improvements to the Tillicum Road bridge will be cost shared by the parties. Neither party shall carry out capital improvements to the bridge unless a cost sharing agreement has first been entered into by the parties.

6. (a) Each party shall maintain and repair that part of the Tillicum Road bridge for which they have responsibility to the same standard of maintenance and repair as other bridges and highways in their jurisdiction.

(b) Nothing in this agreement shall be interpreted or construed to impose a duty on either party to repair or maintain the Tillicum Road bridge to a standard different from the standard in effect for other municipal highways in their jurisdiction.

7. Regulatory Bylaws

(a) Tillicum Road and the bridge on the Saanich side of the boundary shall be subject to all applicable Saanich bylaws respecting traffic and other activities on a highway and shall not be subject to any such Esquimalt bylaws.

- (b) Tillicum Road and the bridge on the Esquimalt side of the boundary shall be subject to all applicable Esquimalt bylaws respecting traffic and other activities on a highway and shall not be subject to any such Saanich bylaws.
- (c) Saanich and Esquimalt may enact regulatory bylaws respecting traffic and other activities on the bridge on their respective side of the boundary.

IN WITNESSETH whereof, the parties hereto have executed this Agreement as of the date first written above.

THE SEAL OF THE CORPORATION)
OF THE DISTRICT OF SAANICH was)
hereunto affixed in the presence of:)

Authorized Signatory Mayor)

c/s

Authorized Signatory Clerk)

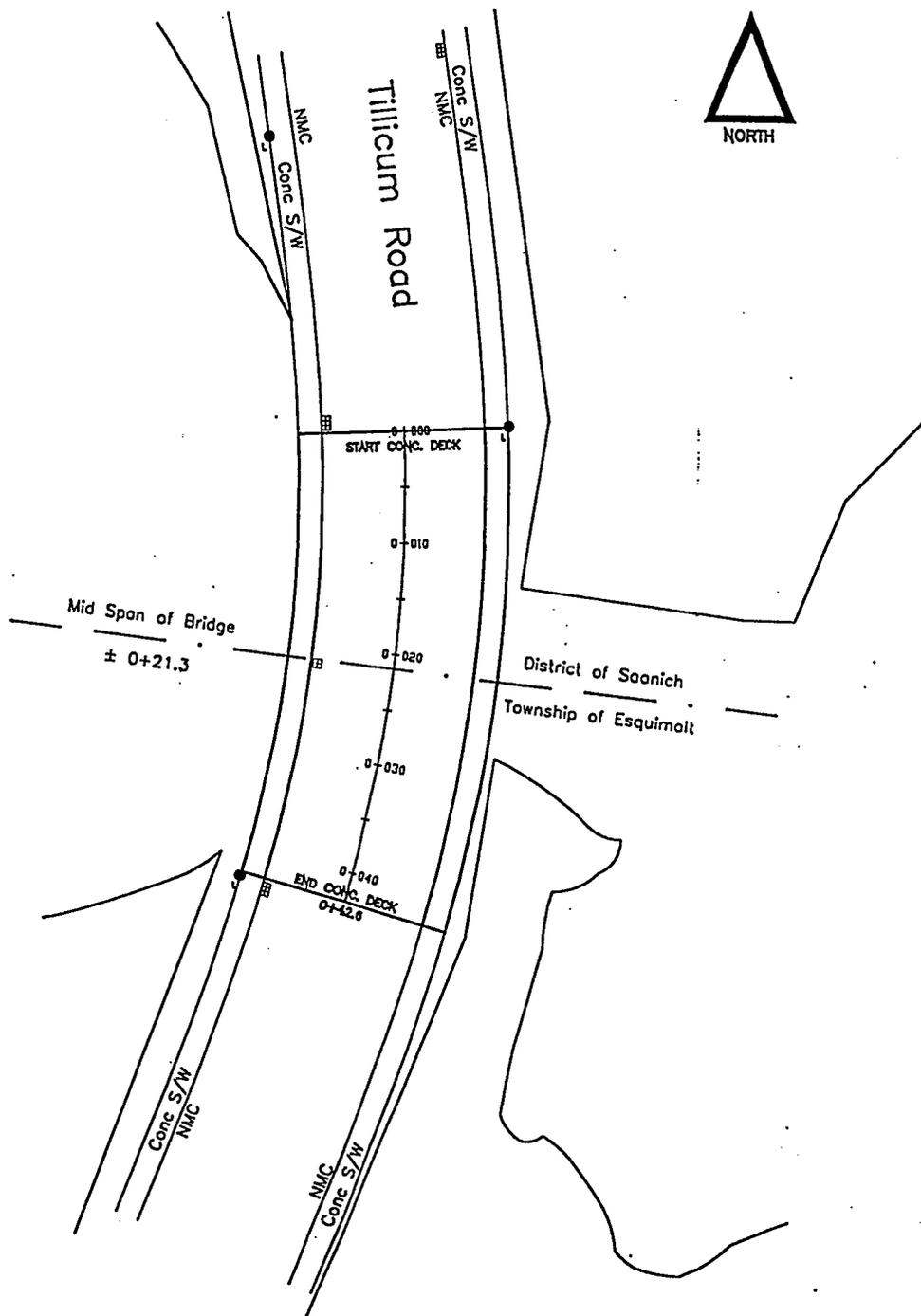
THE SEAL OF THE CORPORATION)
OF THE TOWNSHIP OF ESQUIMALT)
was hereunto affixed in the)
presence of:)

Authorized Signatory Mayor)

c/s

Authorized Signatory Clerk)

SCHEDULE 'A'



THE CORPORATION OF THE DISTRICT OF
SAANICH
 THE CORPORATION OF THE TOWNSHIP OF
ESQUIMALT

Municipal Boundary
 Agreement
 Tillicum Road Bridge

DATE : August 15, 2000

DWG. No.

SCALE : 1 : 500

TRB-01