

The Corporation of the Township of Wollaston

By-Law No: 65 - 2020

Being a by-law to establish an agreement for road and bridge maintenance between The Corporation of the Township of Limerick and The Corporation of the Township of Wollaston.

WHEREAS Section 20(1) of the *Municipal Act* states that “A municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for joint benefit, any matter which all of them have the power to provide within their own boundaries”.

AND WHEREAS, Schedule A and Schedule B attached hereto provides the agreement between The Corporation of the Township of Wollaston and The Corporation of the Township of Limerick.

NOW THEREFORE, The Council of the Corporation of the Township of Wollaston enacts as follows:

1. The Mayor and Clerk of The Corporation of the Township of Wollaston are hereby authorized to execute the Agreement attached hereto as Schedule A and B and are empowered on behalf of the Township to execute this By-law to accept the agreement entered into between the Township of Wollaston and Township of Limerick under the *Municipal Act 2001*.
2. This By-law repeals any other by-laws and/or resolutions pertaining to the same.

PASSED this 14th day of October,2020.

SEAL

DEPUTY-MAYOR: LYNN KRUGER

CLERK: BERNICE CROCKER

Schedule A

Road Maintenance Agreement

Between

The Corporation of the Township of Wollaston

And

The Corporation of the Township of Limerick

WHEREAS, The Corporation of the Township of Wollaston and The Corporation of the Township of Limerick are adjacent municipalities and have joint jurisdiction over the Old Hastings Road, which forms part of the boundary between the two municipalities;

WHEREAS, The Corporation of the Township of Wollaston and The Corporation of the Township of Limerick provide road maintenance in accordance with the guidelines set out in Ontario Regulation 239/02 entitled Minimum Maintenance Standards for Municipal Highways;

WHEREAS, The Corporation of the Township of Wollaston and The Corporation of the Township of Limerick wish to allocate the duty to keep the highways in good repair, with appropriate provisions for indemnification of each other, and to allocate the cost of doing so;

NOW THEREFORE, subject to the adoption of this agreement by by-law of their respective Councils, The Corporation of the Township of Wollaston and The Corporation of the Township of Limerick agree as follows:

1. The Corporation of the Township of Limerick will provide year-round maintenance on the road known as "Old Hastings Road" from the southern boundary of the Townships at the intersection of North Steenburg Lake Road to the intersection of Highway 620 (Lots 1 through 39).
2. The Corporation of the Township of Wollaston will provide year-round maintenance on the road known as "Old Hastings Road" from the intersection of Highway 620 to the northern boundaries of the Townships(Lots 40 through 80).
3. For the purpose of this agreement " maintenance" shall mean work of a non-capital nature, and shall include ongoing maintenance for the road, and shall include grading, snowplowing, sanding, grass mowing, repair of potholes, culvert maintenance and replacement, dust control(calcium), brush and tree trimming, ditching, gravelling, road widening, sign repair and replacement.
4. "Maintenance" does not include bridge repair or reconstruction. Cost sharing for work performed on the bridge shall be subject to the terms of the "Wollaston-Limerick Deer River Bridge Agreement", attached hereto as Schedule B.
5. Each Municipality agrees to defend, indemnify and save and hold harmless the other from all lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the maintenance of the roads and other areas referred to in this agreement as being the responsibility of either The Corporation of the Township of Limerick or The Corporation of the Township of Wollaston.
6. This agreement may be amended at any time by agreement between the Municipalities. This agreement will remain in full force and effect and shall continue until it is terminated. Either party may terminate this agreement on giving two years written notice.

Schedule B

Wollaston-Limerick Deer River Bridge Agreement

Between

The Corporation of the Township of Wollaston

And

The Corporation of the Township of Limerick

WHEREAS, The Corporation of the Township of Wollaston and The Corporation of the Township of Limerick are adjacent municipalities and have joint jurisdiction over the “Deer River Bridge” located in Lot 55 on Old Hastings Road which forms part of the boundary between the two municipalities;

AND WHEREAS The Corporation of the Township of Wollaston and The Corporation of the Township of Limerick wish to define the terms by which the cost of repairs and reconstruction to the Lott 55 bridge shall be divided;

NOW THEREFORE subject to the adoption of this agreement by by-law of their respective Councils, The Corporation of the Township of Wollaston and the Corporation of the Township of Limerick agree as follows:

1. Bi-annual OSIM bridge inspection reports should be shared with the other municipality to provide an estimate of the proposed timelines for priority repairs.
2. All costs for bridge repairs and reconstruction, not considered to be regular maintenance (as defined in Schedule A, paragraph 3, as attached) shall be shared equally, at a rate of 50% per municipality.
3. Where one of the Townships deems it advisable or necessary to make non-emergency repairs or reconstruction to the boundary bridge, the part proposing the improvements shall submit a summary of the costs for the proposed improvements to the other Township before December 1st, for consideration in the following year’s budget. Upon receipt of the estimate of costs, the other Township shall provide in writing a response to the proposal either approving the plans and costs or setting out proposed modifications to the plan and costs which are necessary for approval.
4. Notwithstanding paragraph 3 above, emergency capital project costs deemed necessary by the road authority shall be promptly submitted and costs will be shared equally within the current year.

DATED this 14th day
of October 2020

**THE CORPORATION OF THE
TOWNSHIP OF WOLLASTON**

PER:

Deputy-Mayor: Lynn Kruger

Clerk: Bernice Crocker

DATED this 19th day of
October 2020.

**THE CORPORATION OF THE
TOWNSHIP OF LIMERICK**

PER:

Mayor: Carl Stefanski

Acting Clerk: Steven Potter