

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1998-17

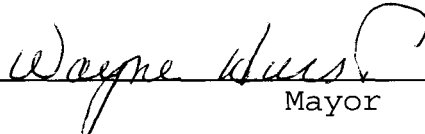
Being a By-law to authorize the execution of an agreement between the Corporation of the County of Essex and the Corporation of the Town of Amherstburg.

**WHEREAS** certain roads in an urban municipality not separated from the County are not a part of the County Road System but are extensions of or connections to roads in the County Road System, the County shall enter into an Agreement in writing with the urban municipality for the maintenance of such roads, and, if it is in the public interest that such roads be constructed, for the construction thereof;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the agreement between the Corporation of the County of Essex and the Corporation of the Town of Amherstburg attached hereto and marked Schedule "A" be and the same is hereby approved.
2. That the Mayor and Clerk of the Corporation of the Town of Amherstburg be and they are hereby authorized and empowered to execute the said agreement under the seal of the Corporation.
3. That this by-law shall come into force and take effect on January 1, 1998.
4. That By-law No. 1700 of the Town of Amherstburg is hereby repealed.

FINALLY PASSED this 26th day of January , 1998.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

1st Reading: January 26, 1998

2nd Reading: January 26, 1998

3rd Reading: January 26, 1998

THE CORPORATION OF THE COUNTY OF ESSEX

BY-LAW NUMBER 3302-97

A BY-LAW AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE CORPORATION OF THE COUNTY OF ESSEX AND  
THE CORPORATION OF THE TOWN OF AMHERSTBURG

WHEREAS certain roads in an urban municipality not separated from the County are not a part of the County Road System but are extensions of or connections to roads in the County Road System, the County shall enter into an Agreement in writing with the urban municipality for the maintenance of such roads, and, if it is in the public interest that such roads be constructed, for the construction thereof;

NOW THEREFORE BE IT ENACTED and it is hereby enacted by the Council of the County of Essex as follows:

1. THAT the Agreement between the Corporation of the County of Essex and the Corporation of the Town of Amherstburg attached hereto and marked Schedule 'A' be and the same is hereby approved.
2. THAT the Warden and Clerk of the Corporation of the County of Essex be and they are hereby authorized and empowered to execute the said Agreement under the seal of the Corporation.
3. THAT this By-Law shall come into force and take effect on January 1, 1998 following the final passing thereof or upon the final passing of a By-Law to authorize and approve of the said Agreement by the Corporation of the Town of Amherstburg whichever shall be the later.

PASSED this 17th day of December, 1997.


  
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WARDEN

  
\_\_\_\_\_  
CLERK

1<sup>st</sup> reading - December 17th, 1997  
2<sup>nd</sup> reading - December 17th, 1997  
3<sup>rd</sup> reading - December 17th, 1997

CLERK'S CERTIFICATE

I, John H. Curran, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy of By-Law Number 3302-97 read in open Council the necessary times and finally passed at its December 17th, 1997, Session.

  
\_\_\_\_\_  
John H. Curran, Clerk  
Corporation of the County of Essex

SCHEDULE 'A'

THIS AGREEMENT made in triplicate this 17 day of Dec. , 1997

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG  
hereinafter called the "Urban Municipality"

OF THE FIRST PART

and

THE CORPORATION OF THE COUNTY OF ESSEX  
hereinafter called the "County"

OF THE SECOND PART

WHEREAS, certain roads in the Urban Municipality are not parts of the County Road System but are extensions of or connections to roads included in the County Road System;

AND WHEREAS the County may enter into an Agreement in writing with the Urban Municipality for the maintenance of such road, and, if it is in the public interest that such road be constructed, for the construction thereof;

AND WHEREAS within the Urban Municipality the following streets are not part of the County Road System but are extensions of or connect roads included in the County Road System namely:

- (A) Alma Street, from Sandwich Street to Meloche Road
- (B) Simcoe Street, from Sandwich Street to Meloche Road
- (C) Meloche Road, from Simcoe Street to Alma Street
- (D) Sandwich Street, from 200 metres north of Bruner Avenue to Lowes Sideroad

SCHEDULE "A" (cont'd)

THEREFORE this Agreement witnesseth that in consideration of the premises and the covenants hereinafter contained the parties hereto hereby covenant and agree the one with the other as follows:

1. The Urban Municipality will maintain and keep in a proper state of repair all necessary curbs, gutters, catch basins, combined sewers, storm sewers or drains, sidewalks, traffic signal systems, street lighting, and road signing or any other special work, all of which cost shall be borne by the Urban Municipality. In addition, the Urban Municipality agrees to maintain the shoulders and trim trees and bushes as required bearing all associated costs.
2. The County will maintain the pavement or roadway on the said road by performing or arranging for the performance of the following work whenever necessary or required namely:
  - a) spray patching, cold and hot mix patching
  - b) surface sealing
  - c) routing and sealing of cracks
  - d) centreline pavement marking
  - e) snow removal and application of chemicals and abrasives
3. The widths and areas of the pavement or roadway on the said road having been determined and mutually agreed upon, the expenditures made by the parties in fulfillment of their obligations under Paragraph 2 will be borne and paid by each of them as follows:

|                 | <u>COUNTY'S SHARE</u> | <u>TOWN'S SHARE</u> |
|-----------------|-----------------------|---------------------|
| Alma Street     | 94.0%                 | 6.0%                |
| Simcoe Street   | 98.0%                 | 2.0%                |
| Meloche Road    | 100.0%                | nil                 |
| Sandwich Street | 59.3%                 | 40.7%               |

4. The Urban Municipality will maintain every culvert or bridge on, over or across which the roadway on the said road passes and which is under the jurisdiction of the Council thereof and will keep the same in proper state of repair at all times.

SCHEDULE "A" (cont'd)

5. The expenditures made by the Urban Municipality in fulfillment of its obligations under Paragraph 4, exclusive of any part thereof which is incurred to provide for sidewalks or for the track allowance of a street railway, will be borne and paid by each of the parties as follows:  

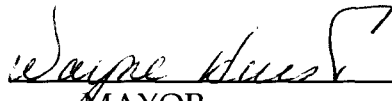
50 percent by the County and  
50 percent by the Urban Municipality
6. The Urban Municipality will pay or be responsible for the part of the cost of maintaining every such culvert or bridge which is incurred to provide for sidewalks or for the track allowance of a street railway.
7. The party doing work under this Agreement and claiming contribution from the other party will submit to the Treasurer of the other party a statement of the total expenditure and the proportion thereof claimed on or before the 15<sup>th</sup> day of each month in respect of the expenditure of the preceding calendar month, and payment of the amount owing in respect of such claim shall be made to the Treasurer of the claiming part on or before the last day of the month in which the claim is made.
8. The party doing work under this Agreement will furnish the engineer for the other party with all plans, specifications, contracts, measurements and information relating to the work which he may require and give him or his agent free access to the work at all reasonable times for the purpose of inspecting the same and permit him or his agent to examine all books, accounts, records and correspondence in relation thereto.
9. Where in carrying out any work under Paragraph 1 or installing any utility or service on the said road it is necessary to cut through or damage the pavement or roadway thereon, the Urban Municipality will make good the damage and restore the pavement or roadway to its original condition at its own cost and expense.
10. Where the Urban Municipality permits any person, company or corporation to cut into or damage the pavement or roadway on the said road for the purpose of installing any utility or service or for any other purpose it will see that such person, company or corporation makes good the damage and restores the pavement or roadway to its original condition at the sole cost and expense of such person, company or corporation.

SCHEDULE "A" (cont'd)

IN WITNESS WHEREOF the parties have affixed their corporate seals  
attested by the hands of their respective officers duly authorized in their behalf.


SIGNED, SEALED AND DELIVERED

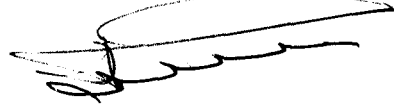
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