

TOWN OF AMHERSTBURG

BY-LAW NO. 1999-26

A by-law authorizing an agreement between the Town of Amherstburg and the Corporation of the Town of Essex regarding repairs and improvements to the McGregor Sewage Lagoons.

WHEREAS the Corporation of the Town of Amherstburg and the Corporation of the Town of Essex are desirous of proceeding with repairs and improvements to the McGregor Sewage Lagoons, and;

WHEREAS HENDERSON PADDON & ASSOCIATES have prepared the environmental study report and other necessary reports and drawings for the project, and;

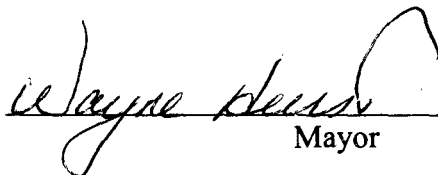
WHEREAS the Province of Ontario, through the Provincial Water Protection Fund have approved a grant not to exceed \$365,235 to alleviate existing problems, and;

WHEREAS further enhancements to the system will create additional capacity, and

WHEREAS the Councils of Amherstburg and Essex desire to enter into an agreement on the sharing of costs and the newly created capacity in the system.

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

1. That the Town of Amherstburg enter into an agreement with the Town of Essex detailing the work to be completed, the sharing of costs and the newly created capacity at the McGregor Lagoons more particularly described and set forth in Schedule 'A'.
2. That the Mayor and Clerk be authorized to sign the agreement between the Town of Amherstburg and the Town of Essex.
3. That the By-law shall come into force and take effect on the finally passing thereof.



Mayor



Clerk

1st Reading: April 26, 1999

2nd Reading: April 26, 1999

3rd Reading: April 26, 1999

SCHEDULE A

**AGREEMENT
FOR THE REPAIRS AND IMPROVEMENTS TO THE
MCGREGOR SEWAGE LAGOONS**

BETWEEN

**THE CORPORATION OF THE TOWN OF ESSEX
(Hereinafter referred to as "Essex")**

-and-

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
(Herein after referred to as "Amherstburg")**

WHEREAS, on February 10, 1999 the Councils of Essex and Amherstburg did meet and agree that certain repairs and improvements were necessary to the McGregor Sewage System to address existing problems and growth in the Hamlet of McGregor;

AND WHEREAS, Essex and Amherstburg have retained the engineering firm of Henderson, Paddon & Associates Limited to recommend and design the required repairs and improvements;

AND WHEREAS, in their report dated February 3, 1999, Henderson, Paddon & Associates Limited has identified the costs, inclusive of grants for the "Correction of the Existing Problems"

AND WHEREAS, at a meeting of February 10, 1999, Mr. John West of Henderson, Paddon & Associates Limited did put forth an alternative for "Future Growth", being a surface type aeration system costing approximately \$186,500.00, which will result in growth potential of approximately 300 lots.

**NOW THEREFORE BE IT RESOLVED THAT ESSEX
AND AMHERSTBURG AGREE AS FOLLOWS:**

- a) The expenses for "Correction of the Existing Problems" shall be paid in accordance to the table depicted in paragraph 6 of the February 3, 1999 correspondence of Henderson, Paddon & Associates Limited and reproduced as follows:

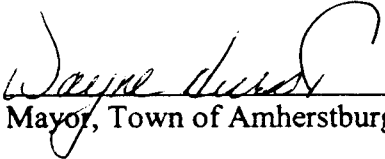
Item	Eligible Costs	Gross Cost to Essex (85%)	Grant to Essex (65.20%)	Net Cost to Essex	Gross Cost to Ambg (15%)	Grant to Ambg. (45.23%)	Net Cost to Ambg.
(i) Sand Filters	\$302,000.00	\$256,700.00	\$167,388.00	\$ 89,331.60	\$ 45,300.00	\$19,225.09	\$26,033.91
(ii) Equalization Channel etc.	\$ 83,000.00	\$ 70,550.00	\$ 45,998.60	\$ 24,551.40	\$ 12,450.00	\$ 5,294.99	\$ 7,155.01
(iii) Upgrades to Spray System etc	\$ 60,000.00	\$ 51,000.00	\$ 33,252.00	\$ 17,748.00	\$ 9,000.00	\$ 3,827.70	\$ 5,172.00
(iv) Chemical Storage and Feed Equip.	\$ 21,000.00	\$ 17,850.00	\$ 11,638.20	\$ 6,211.80	\$ 3,150.00	\$ 1,339.70	\$ 1,810.30
Contingency (10%)	\$ 46,600.00	\$ 39,610.00	\$ 25,825.72	\$ 13,784.28	\$ 6,990.00	\$ 2,972.85	\$ 4,017.15
Engineering (12%)	\$ 61,500.00	\$ 52,275.00	\$ 34,083.30	\$ 18,191.70	\$ 9,225.00	\$ 3,923.39	\$ 5,301.61
Sub Total	\$ 574,100.00	\$ 487,985.00	\$ 318,186.22	\$169,818.78	\$ 86,115.00	\$36,624.72	\$49,490.28
GST @ 3.00 D2%)	\$ 17,224.15	\$ 14,640.53	\$ 9,545.12	\$ 5,094.91	\$ 2,583.62	\$ 1,098.81	\$ 1,484.81
TOTAL	\$ 591,324.15	\$502,625.53	\$ 327,711.84	\$174,913.69	\$ 88,698.62	\$37,723.53	\$50,975.09

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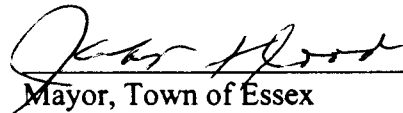
- b) The expenses for "Future Growth" shall be shared equally between Essex and Amherstburg.
- c) Amherstburg shall receive and pay all invoices from the contractor and the consulting engineer, and Essex shall reimburse Amherstburg for its share, within 10 days of receipt of an invoice from Amherstburg.
- d) Failure of Essex to pay its share of expenses as outlined in paragraph c. may result in Amherstburg as its sole discretion of adding interest penalty at the rate of 1 1/4% per month or part thereof on the outstanding balance.
- e) The growth potential of 300 lots shall be shared equally between Essex and Amherstburg.
- f) Notwithstanding, paragraph (e) above, upon mutual agreement, Essex or Amherstburg may purchase from the other unused sewer capacity which resulted from the installation of the surface type aeration system. The per lot cost of purchase shall be determined as follows:

(Total cost of Future Growth Works ÷ Number of Lots Realized)
plus
(Per Lot Carrying Charges to the Date of Sale)

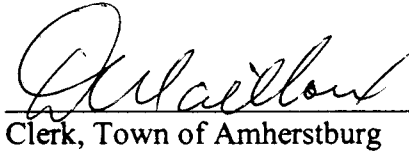
Dated this 3rd day of *May*, 1999



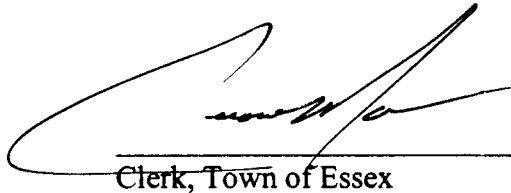
Mayor, Town of Amherstburg



Mayor, Town of Essex



Clerk, Town of Amherstburg



Clerk, Town of Essex