

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**By-law 2009-03**

**A By-law to authorize the execution of an Agreement with the Greater Essex County District School Board for advancement of annual user fees towards remediation of Wigle Field.**

**WHEREAS** the Town of Amherstburg and the Greater Essex County District School Board (GECDSB) are currently parties to an Agreement dated September 1<sup>st</sup>, 1997 for the use of Town Parks for athletic purposes associated with the General Amherst Secondary School;

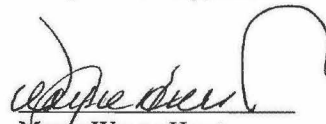
**AND WHEREAS** pursuant to the current agreement the Board has agreed to pay annual fees for the use of such parks;

**AND WHEREAS** the Town and GECDSB wish to enter into an Agreement for advancement of these user fees as contribution towards the remediation by the Town of Wigle Field;

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

- 1) An Agreement between the Municipality and Greater Essex County District School Board dated January 1<sup>st</sup>, 2009 is attached hereto and is hereby approved and the Mayor and Clerk are hereby authorized to execute the Agreement on behalf of the municipality.
- 2) This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 23<sup>rd</sup> day of February, 2009.

  
\_\_\_\_\_  
Mayor Wayne Hurst

  
\_\_\_\_\_  
CAO/Clerk Pamela Malott

Certified to be a true copy of  
By-law 2009-03 passed by the  
Amherstburg Municipal Council  
on February 23<sup>rd</sup>, 2009.

**THIS AGREEMENT** made this 1<sup>st</sup> day of January, 2009.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

hereinafter referred to as the Town

- and -

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**

hereinafter referred to as the Board

**WHEREAS** the Town and the Board are currently parties to an Agreement dated September 1<sup>st</sup>, 1997 for the use of Town parks for athletic purposes associated with the high school activities, a copy of which Agreement is attached hereto (and hereinafter referred to as the Current Agreement).

**AND WHEREAS** pursuant to the Current Agreement, the Board has agreed to pay annual fees for the use of such parks.

**AND WHEREAS** the Town will undertake certain remediation steps in 2009 and 2010 with respect to Wigle Park and the Board has agreed to support the Town in the financial cost involved in such remediation by advancement of payments of annual user fees as required in the Current Agreement between the Town and the Board.

**AND WHEREAS** the Town has agreed to waive the annual user fees for the Board for Wigle Park for a period of 13 years as the Boards contribution to the Wigle Park Remediation, in exchange for which the Board will advance to the Town in 2009 the total of \$165,000.00 less any fees paid in 2008 under the Current Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained and the sum of \$1.00 of lawful money of Canada and other good and valuable consideration paid by each of the parties hereto to each of the other parties hereto, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties hereto as follows:

1. The Town will undertake remediation of Wigle Park in 2009 with all work to be completed prior to December 31<sup>st</sup>, 2009 except for article 4(f) which will be completed prior to August 31, 2010. In the event the remediation of Wigle Park contemplated herein is not completed prior to December 31<sup>st</sup>, 2009 for the work described in article 4 (except 4(f)), the parties agree that the Town shall refund the payment required hereunder in the amount of One Hundred Sixty Five Thousand Dollars (\$165,000.00) less any fees due and owing for 2008 and 2009 under the terms of the Current Agreement, and this Agreement would then terminate and the terms and provisions of the Current Agreement between the parties would continue to be binding and of full force and effect. In the event the asphalt pathway as per Article 4 (f) is not completed by August 31, 2010, the parties agree that the Town shall refund the payment required hereunder in the amount of Fifteen Thousand Dollars (\$15,000).
2. The Board in 2009 shall advance to the Town One Hundred and Sixty-Five Thousand Dollars (\$165,000.00), less any fees paid under the Current Agreement for 2008, as advance payment of its annual user fees under the Current Agreement between the Town and The Board.
3. In exchange for advance payment of the annual user fees by the Board, the Town hereby covenants and agrees to waive the payment of any park user fees pursuant to the Current Agreement between the parties for a period of twelve (12) years commencing 2009 and to be completed in 2020. Annual user fee payments shall be reinstated effective as of January 1<sup>st</sup>, 2021, in accordance with the Current Agreement between the parties.
4. The parties agree that the Town shall complete the following items to remediate the park :

