

THE CORPORATION OF THE COUNTY OF ESSEX

BY-LAW NUMBER 73-2007

A BY-LAW AUTHORIZING THE EXECUTION OF A CONNECTING LINK AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF ESSEX AND THE CORPORATION OF THE TOWN OF LASALLE

WHEREAS certain roads in the Town are not a part of the County Road System but are extensions of or connections to roads in the County Road System;

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

NOW THEREFORE the Council of the Corporation of the County of Essex enacts as follows:

- 1. THAT the Connecting Link Agreement between the Corporation of the County of Essex and the Corporation of the Town of LaSalle, attached hereto and marked Schedule 'A' 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. This By-law shall come into force and take effect on the date of passing.

NELSON SANTOS, WARDEN

MARY S. BRENNAN, CLERK

1st Reading - November 7th, 2007 2nd Reading - November 7th, 2007 3rd Reading - November 7th, 2007

Page 2 By-law #73-2007 (cont'd)

CLERK'S CERTIFICATE

I, Mary S. Brennan, 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 73-2007 passed by the Council of the said Corporation on the 7^{th} , day of November, 2007.

Mary S. Brennan, Clerk Corporation of the County of Essex

SCHEDULE 'A'

THIS AGREEMENT made in triplicate this day	of, 2007
BETWEEN:	

THE CORPORATION OF THE TOWN OF LASALLE

Hereinafter called the 'Town'

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 Town 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 Town 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 Town, 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:

County	Local Name	Location	Distance (m)	Area (m²)
Road		Bookeon	Distance (III)	111 Ca (III-)
CR 6	Todd Lane	County Road 3 (Malden Rd) - Hwy 3	2,086.0	16,821.4
CR 40	Sprucewood Ave.	Matchette Rd (COW Limits) to County Rd 3 – Malden Rd	1,454.0	11,260.4
CR 7	Huron Church Line	Hwy No. 3 - Sandwich W. Pkwy	1,707.0	11,741.1
CR 20	Front Road	Morton Dr. (COW Limits) - Gary Ave.	3,233.0	45,915.8
CR 3	Malden Rd	Windsor City Limits - Reaume Ave.	2,072.0	23,872.1

Note: Refer to Attached Figures

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 Town 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 shall be borne by the Town. In addition, the Town agrees to maintain shoulders and trim trees and bushes as required bearing all associated costs.
- 2. The County will maintain the pavement and roadway on the said road by performing or arranging for the performance of the following work whenever necessary or required namely:
 - Spray patching, cold and hot mix patching

- Surface sealing
- Routing and sealing of cracks
- Centerline pavement marking
- 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 the them as follows:

County Road	Local Name	County's Share	's Share
CR 6	Todd Lane	86.8 %	13.2%
CR 40	Sprucewood Ave.	90.4 %	9.6%
CR 7	Huron Church Line	84.9 %	15.1 %
CR 20	Front Road	49.3 %	50.7%
CR 3	Malden Rd	60.8 %	39.2%

- 4. The Town 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.
- 5. The expenditures made by the Town 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 50.0% by each the County and the Town.

- 6. The Town 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 15th 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 party on or before the last day of the month in which the claim was 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 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 Town will make good the damage and restore the pavement or roadway to its original condition at its own cost and expense.
- 10. Where the Town 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.

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

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWN OF

LASALLE

MAYOR

CLERK

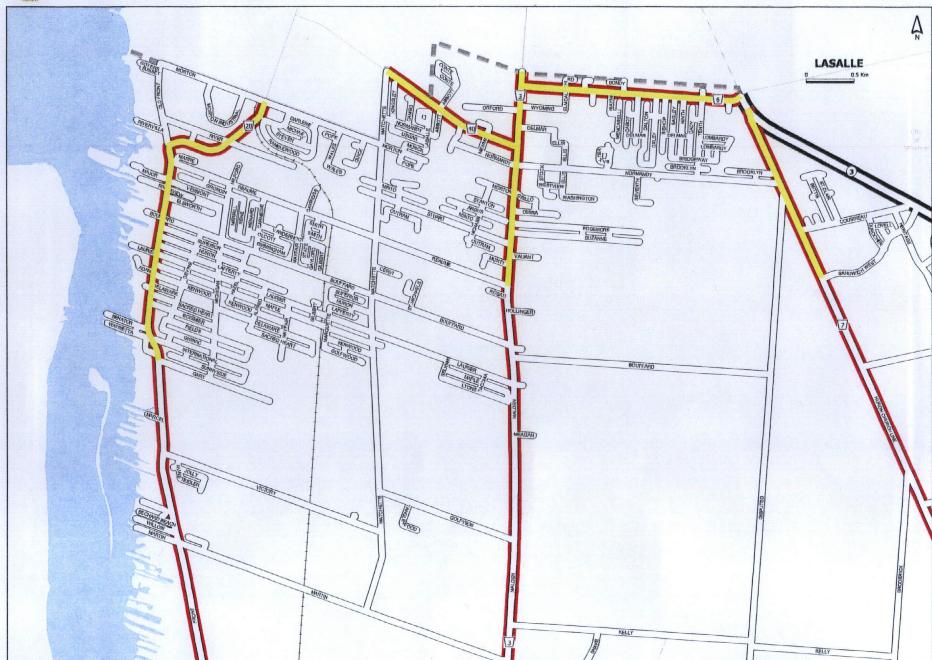
THE CORPORATION OF THE COUNTY OF

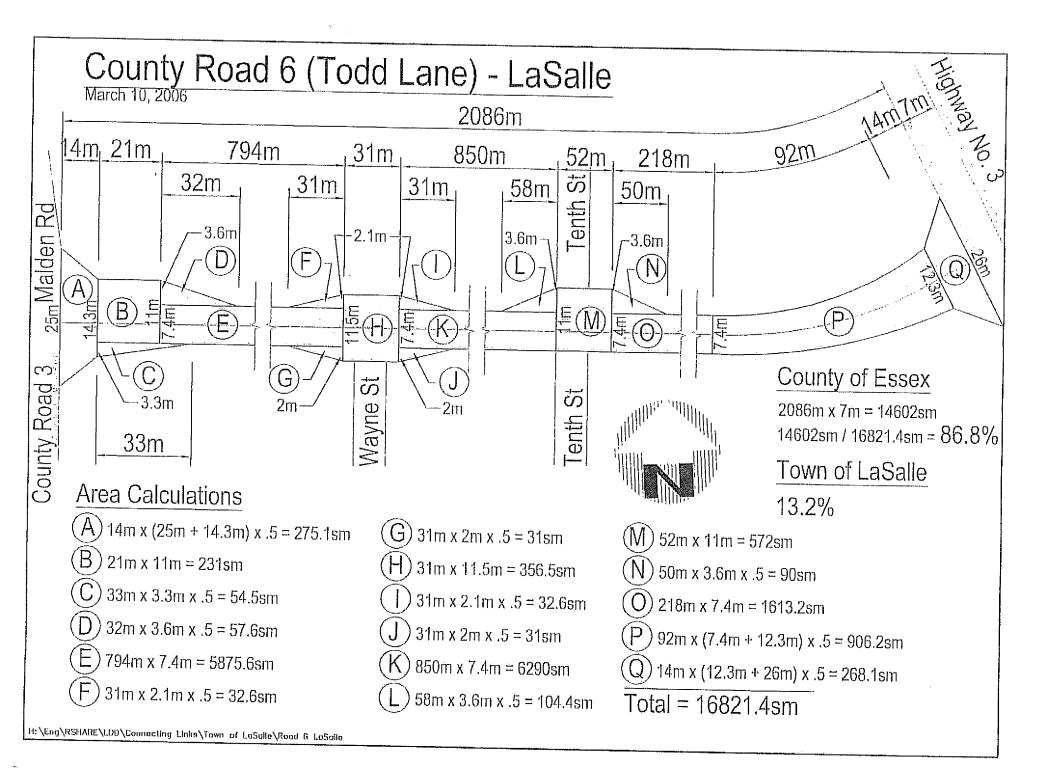
ESSEX

WARDEN

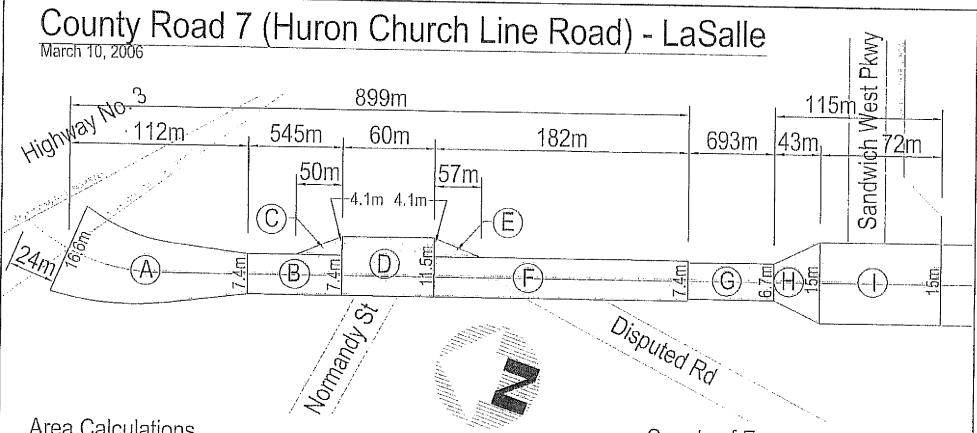


Connecting Links Key Plan - Town of LaSalle, ON









Area Calculations

- $112m \times (16.6m + 7.4m) \times .5 = 1344sm$
- $545m \times 7.4m = 4033sm$
- $50m \times 4.1m \times .5 = 102.5sm$
- $60m \times 11.5m = 690sm$
- $57m \times 4.1m \times .5 = 116.9sm$
- $182m \times 7.4m = 1346.8sm$

- 693m x 6.7m = 4643.1sm
- 43m x (6.7m x 15m) x .5 = 466.6sm
- $72m \times 15m = 1080sm$

Total = 13822.9sm

County of Essex

 $(899m + 115m) \times 7m = 7098sm$

 $693m \times 6.7m = 4643.1sm$

Total = 11741.1sm

County of Essex

11741.1sm / 13822.9sm = 84.9%

Town of LaSalle

15.1%

H:\Eng\RSHARE\LDD\Connecting Links\Town of LaSulle\Road 7 LaSulle

County Road 3 (Malden Road) - LaSalle March 10, 2006

551m 110m 33m | 24m ₁ 25m 32m 28m 48m 153m .21m 77m ane 41m 24m, 8m Ŋ 30m elmar 1.5mppo 3.4m---3.4m| .8m-**D**rain 3m-Sheet Grand Marais 3.4m--3.4m .8m-/ **1**–.8ml 3.7m-32<u>m</u> 29m 8m 37m 11m Area Calculations

- $110m \times 7.4m = 814sm$
- $32m \times 3.4m \times .5 = 54.4sm$
- $41m \times 3.4m \times .5 = 69.7sm$
- $33m \times 10.8m = 356.4sm$
- $24m \times 14.2m = 340.8sm$
- $25m \times 10.8m = 270sm$
- $29m \times 3.4m \times .5 = 49.3sm$

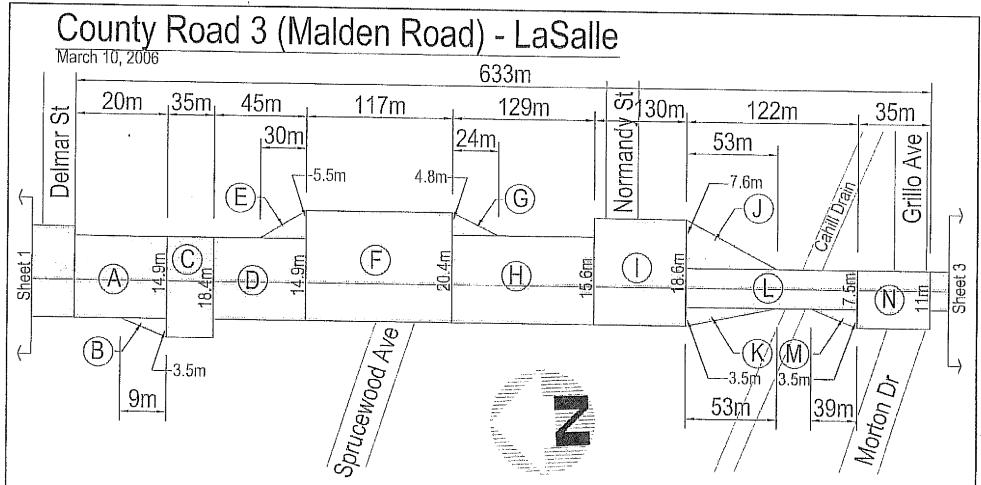
- $24m \times 3.4m \times .5 = 40.8sm$
- $32m \times 7.4m = 236.8sm$
- $8m \times .8m \times .5 = 3.2sm$
- $8m \times .8m \times .5 = 3.2sm$
- $28m \times 9m = 252sm$
- $11m \times .8m \times .5 = 4.4sm$
- $48m \times 8.2m = 393.6sm$

- $48m \times 3m \times .5 = 72sm$
- 153m x 11.2m = 1713.6sm
- $37m \times 3.7m \times .5 = 68.5sm$
- 77m x 14.9m = 1147.3sm
- $30m \times 1.5m \times .5 = 22.5sm$
- $21m \times 16.4m = 344.4sm$

Total = 6256.9sm

County of Essex

 $551m \times 7m = 3857sm$



Area Calculations

- (A) 20m x 14.9m = 298sm
- (B) 9m x 3.5m x .5 = 15.8sm
- (C) 35m x 18.4m = 644sm
- \bigcirc 45m x 14.9m = 670.5sm
- (E) 30m x 5.5m x .5 = 82.5sm

- (F) 117m x 20.4m = 2386.8sm
- (G) 24m x 4.8m x .5 = 57.6sm
- (H) 129m x 15.6m = 2012.4sm
- () 130m x 18.6m = 2418sm
- (J) 53m x 7.6m x .5 = 201.4sm

- \widehat{K}) 53m x 3.5m x .5 = 92.8sm
- L) 122m x 7.5m = 915sm
- M 39m x 3.5m x .5 = 68.3sm
- (N) 35m x 11m = 385sm

Total = 10248.1sm

County of Essex

 $633m \times 7m = 4431sm$



 $203m \times 7.5m = 1522.5sm$

(B) 17m x 3.5m x .5 = 29.8sm

 $113m \times 11m = 1243sm$

 $27m \times 3.5m \times .5 = 47.3sm$

118m x 7.5m = 885sm

 $30m \times 3.5m \times .5 = 52.5sm$

(G) 52m x 11m = 572sm

(H) 402m x 7.5m = 3015sm

Total = 7367.1sm

County of Essex

 $888m \times 7m = 6216sm$

Totals

Total Area

= 6256.9sm + 10248.1sm + 7367.1sm = 23872.1sm

County of Essex

= (3857sm + 4431sm + 6216sm) / 23872.1sm = 60.8%

Town of LaSalle = 39.2%

