

# VILLAGE OF POINT EDWARD

## By law Number 26 of 2016

*Being a By-law to enter into an Agreement  
with The Corporation of the City of Sarnia for the purpose of  
Establishing a Street & Traffic Signal Maintenance Agreement*

---

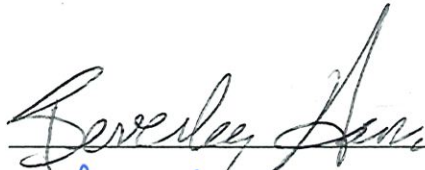
**WHEREAS** the Council of the Corporation of the Village of Point Edward (Point Edward) deems it necessary to enter into an agreement with the Corporation of the City of Sarnia (Sarnia) for the purpose of Establishing a Street & Traffic Signal Maintenance Agreement;

**AND WHEREAS** Point Edward shares certain boundary roads with Sarnia;

**NOW THEREFORE** The Council of the Corporation of the Village of Point Edward enacts as follows:

1. THAT the Corporation of the Village of Point Edward enter into an Agreement with The Corporation of the City of Sarnia for the purpose of Establishing a Street & traffic Signal Maintenance Agreement;
2. THAT Schedule "A" attached to this by-law is the Agreement.
3. THAT the Mayor and Clerk be authorized to execute the Agreement and any related documents and affix to it the corporate seal.

READ a first, second and third time and finally passed this 27th day of September, 2016.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Street & Traffic Signal Maintenance Agreement

BETWEEN:

THE CORPORATION OF THE CITY OF SARNIA

("City")

and

THE CORPORATION OF THE VILLAGE OF POINT EDWARD

("Village")

WHEREAS the parties have had a maintenance agreement since 1987, and amended in 1991, with respect to the maintenance of certain streets that are located on, or adjoin against, a portion of the boundary between the two municipalities;

AND WHEREAS the parties desire to enter into a new agreement with respect to the maintenance of certain streets and to formalize the traffic signal maintenance;

NOW IN CONSIDERATION of the following terms, the Parties agree as follows:

1. The City shall maintain, at its expense, portions of the following streets that lie within the Village, as shown in Schedule "A" and described below:
  - a. that part of Christina Street from the north limit of Exmouth Street to the south limit of Lite Street;
  - b. that part of Christina Street from the north limit of Michigan Avenue to the northern limit of Cathcart Boulevard;

- c. that part of Errol Road lying within the Village; and
  - d. that part of Exmouth Street lying within the Village.
2. The Village shall maintain, at its expense, portions of the following streets that lie within the City, as shown in Schedule "A" and described below:
  - a. that part of Christina Street from the south limit of Lite Street to the north limit of Michigan Avenue;
  - b. Sandy lane; and
  - c. Fort Street;
3. Maintenance of the streets also includes maintenance of the respective sidewalks and boulevards.
4. Maintenance includes the following:
  - a. Repair of surface discontinuities using hot mix, cold mix, concrete, or topsoil;
  - b. Winter control as per provincial minimum maintenance standards;
  - c. Sidewalk grinding; and
  - d. Street and sidewalk inspections as per provincial minimum maintenance standards;
5. Maintenance does not include resurfacing, basin replacement, or sidewalk replacement, however, each party shall advise the other party in writing when these requirements arise so that the owner may make arrangements to correct the deficiencies.

6. The City of Sarnia will maintain traffic signals at intersections that border City limits including lamps, controllers, and other appurtenances. Traffic signals at intersections that border City limits are outlined in the table below. The City of Sarnia will be reimbursed by the Village of Point Edward based on a percentage of the total City cost for annual traffic signal maintenance. That percentage is based on the following formula:

Number of Village of Point Edward legs at bordering intersections  
/ Number of legs at intersection with traffic signals within City Limits. (Expressed as a percentage)

For the purpose of this agreement the percentage will be  
 $6/339=1.8\%$

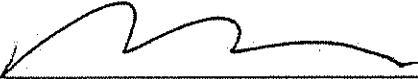
Table

#	R1	R2	City Share	County Share	Village Share	Total Legs
23	Exmouth	Christina	.75	0	.25	4
43	Lite/Errol	Christina	0	0	1	4
65	Michigan	Christina	0	0.75	0.25	4

7. Each party covenants and agrees to indemnify and save harmless the other party from claims or demands arising from their actions or inactions in consequence of this Agreement.
8. Either party may cancel this agreement upon 30 days written notice.
9. Any street maintenance agreements between the parties, dated prior to this agreement, are hereby repealed.

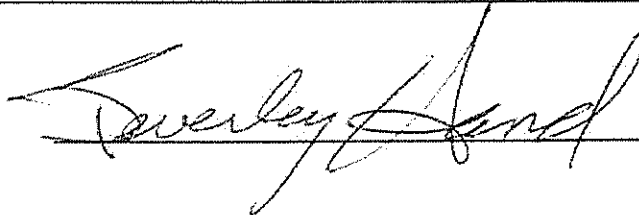
IN WITNESS WHEREOF the parties hereto have executed this Agreement as at this 10th day of October 2016.

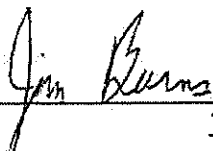
THE CORPORATION OF THE CITY OF SARNIA

  
\_\_\_\_\_  
Mayor Mike Bradley

  
\_\_\_\_\_  
Dianne Gould-Brown, Acting City Clerk

THE CORPORATION OF THE VILLAGE OF POINT EDWARD

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Jim Burns, C.A.O./Clerk  
We have the authority to bind the corporation.

Schedule A

