

**THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH**

**BY-LAW NUMBER 2153**

**BEING A BY-LAW** to approve and authorize the execution of an Agreement made between The Corporation of the Village of St. Clair Beach and The Corporation of the Township of Sandwich South and The Corporation of the Town of Tecumseh.

**WHEREAS** The Corporation of the Village of St. Clair Beach is desirous of entering into an Agreement with the Corporation of the Township of Sandwich South and the Corporation of the Town of Tecumseh with respect to the twinning the Tecumseh Arena.

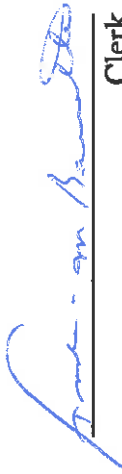
**NOW THEREFORE** the Council of The Corporation of the Village of St. Clair Beach enacts as follows :

1. That the Village Corporation approve and enter into and execute an Agreement made between The Corporation of the Village of St. Clair Beach, the Corporation of the Town of Sandwich South and the Corporation of the Town of Tecumseh a copy of which Agreement is attached hereto and marked as Schedule "A" to this by-law
2. That the Mayor and the Clerk are hereby authorized and directed to execute on behalf of The Corporation of the Village of St. Clair Beach, the Agreement attached hereto as Schedule "A" , and dated 1997 05 28, and such other documents in order to give effect to the said Agreement.

**READ** a first, second, third time and finally passed this 1997 06 09.

"SEAL"

  
\_\_\_\_\_  
Scott Shields Acting-Mayor

  
\_\_\_\_\_  
Clerk

1997-06-09  
Clerk  
Agreement

**A G R E E M E N T**

**THIS AGREEMENT made in triplicate this 28th day of May, 1997.**

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH  
(herein called "St. Clair Beach")**

**OF THE FIRST PART**

**- AND -  
THE CORPORATION OF THE TOWNSHIP OF SANDWICH SOUTH  
(herein called "Sandwich South")**

**OF THE SECOND PART**

**- AND -  
THE CORPORATION OF THE TOWN OF TECUMSEH  
(herein called "Tecumseh")**

**OF THE THIRD PART**

**WHEREAS Tecumseh is the owner of lands and premises upon which an ice arena is currently situate (the "Arena"), which lands and premises are more particularly described in Schedule "A" appended hereto ("the Arena Land");**

**AND WHEREAS Tecumseh is desirous of constructing an additional ice pad (the "Additional Ice Pad") on the Arena Land in that area detailed and highlighted in yellow on the Main Floor Key Plan appended hereto as Schedule "B", which construction shall hereinafter be referred to as the "Work";**

**AND WHEREAS Tecumseh has retained the services of J. P. Thomson Associates Ltd. (the "Architect") to assist in the Work;**

AND WHEREAS each of Sandwich South and St. Clair Beach are desirous of obtaining access for their residents and/or electors (excluding corporations) to the Arena and the Additional Ice Pad on the terms and conditions delineated in this agreement;

AND WHEREAS Sandwich South, St. Clair Beach and Tecumseh have each passed bylaws authorizing the entering into of this agreement.

NOW WITNESSETH this agreement that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

1. In this agreement the following definitions apply:

- (a) each of the terms "Additional Ice Pad", "Architect", "Arena", "Arena Land", "St. Clair Beach", "Sandwich South", "Tecumseh" and "Work" have the meaning ascribed to them in accordance with the references delineated above; and
- (b) "Electors" shall have the same definition as that applied to the term "electors" in the Municipal Act, R.S.O. 1990, Chapter M.45.

2. St. Clair Beach shall pay to Tecumseh the sum of Five Hundred Thousand Dollars (\$500,000.00) in periodic instalments, it being the intention that instalments shall be made monthly as the Work progresses in such sums as the Architect deems prudent, having regard to the progress of the Work and the value of same from time to time. Notwithstanding the foregoing, the entire balance of \$500,000.00 is due and payable upon certification by the Architect of substantial performance of the Work.

3. Sandwich South shall pay to Tecumseh the sum of Five Hundred Thousand Dollars (\$500,000.00) in periodic instalments, it being the intention that instalments shall be made monthly as the Work progresses in such sums as the Architect deems prudent, having regard to the progress of the Work and the value of same from time to time. Notwithstanding the foregoing, the entire balance of \$500,000.00 is due and payable upon certification by the Architect of substantial performance of the Work.


4. Tecumseh shall commence the Work on or about June 15, 1997 and will use its best efforts to complete the Work on or about December 31, 1997.

5. Upon payment by St. Clair Beach of the full amount of Five Hundred Thousand Dollars (\$500,000.00) in accordance with paragraph 2 above, residents and/or Electors (excluding corporations) of St. Clair Beach residing, owning land or leasing land within the geographic boundaries highlighted in yellow on Schedule "C" appended hereto shall be given the same rights of access to the Arena and the Additional Ice Pad as are enjoyed by residents and/or Electors (excluding corporations) of Tecumseh.
  
6. Upon payment by Sandwich South of the full amount of Five Hundred Thousand Dollars (\$500,000.00) in accordance with paragraph 3 above, residents and/or Electors (excluding corporations) of Sandwich South residing, owning land or leasing land within the geographic boundaries highlighted in yellow on Schedule "D" appended hereto shall be given the same rights of access to the Arena and the Additional Ice Pad as are enjoyed by residents and/or Electors (excluding corporations) of Tecumseh.
  
7. The Arena and Additional Ice Pad shall be managed by Tecumseh in the manner deemed appropriate by Tecumseh. Neither St. Clair Beach nor Sandwich South have any ownership interest in or management rights with respect to the Arena, the Additional Ice Pad or the Arena Land. However, there shall be a seven (7) member Arena Advisory Committee appointed annually by St. Clair Beach, Sandwich South and Tecumseh in the following manner:
  - (a) One (1) member appointed by St. Clair Beach;
  - (b) One (1) member appointed by Sandwich South; and
  - (c) Five (5) members appointed by Tecumseh.
  
- The Arena Advisory Committee shall make non-binding recommendations to Tecumseh on issues pertaining to the Arena and the Additional Ice Pad.
  
8. The parties hereto shall execute such further assurances as may be reasonably required.
  
9. In the event that any covenant, provision or term of this agreement should at any time be held by any legislation or legislative order to be void or unenforceable, the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.

10. Schedules A, B, C and D are attached to and form part of this agreement.


IN WITNESS WHEREOF the parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.


**THE CORPORATION OF THE TOWNSHIP OF SANDWICH SOUTH**

  
ALLAN PAER, MAYOR c/s

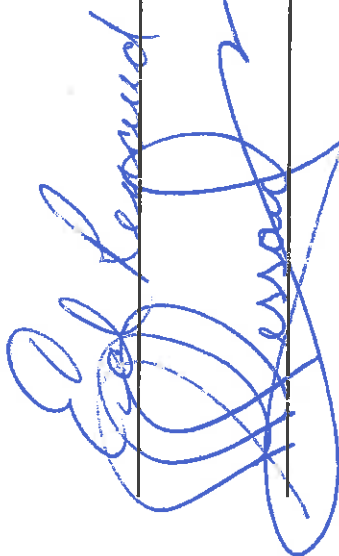
G. J. C.  
GERALD SYKES, CLERK c/s

**THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH**

  
SCOTT SHIELDS, ACTING MAYOR c/s

  
ANDRÉ M. BARRÉTTE, ADMINISTRATOR c/s

**THE CORPORATION OF THE TOWN OF TECUMSEH**

  
Ed Leonard c/s

**SCHEDULE "A"**

Part of Lot 150, Concession 1, Geographic Township of Sandwich East (now Tecumseh), Lots 24 to 35, both inclusive, registered Plan 1008 and Block "A", Registered Plan 1291, Town of Tecumseh, County of Essex, designated as Parts 1, 4 and 5 on reference Plan 12R-12780, Land Registry Office for the registry Division of Essex (No. 12).

MAP  
OF THE VILLAGE OF  
**ST CLAIR BEACH**  
COUNTY OF ESSEX



Scale of Feet

Opportunities  
City of St. Clair Beach  
Windsor, Ont.



SCHEDULE "C"

TOWN OF TECUMSEH

TOWNSHIP OF MIDSTONE

LAKE  
ST CLAIR

LAKEVIEW COUNTRY CLUB

BEACH GROVE  
COUNTRY CLUB

GREEN  
ACRES  
PARK

TECUMSEH

(FORMER HIGHWAY 24)

ROAD

Donald J. Poffen  
Ontario Land Surveyor

TOWNSHIP OF SANDWICH SOUTH

0 1 2 3 kilometres

prepared by: Prince, Siani, & Associates Limited  
January, 1977 - page A-4200

SEE SCHEDULE "A-1"

