

# TOWN OF AMHERSTBURG COUNCIL MEETING AGENDA

Monday, April 24, 2017 6:00 PM

**Council Chambers** 

271 Sandwich Street South, Amherstburg, ON, N9V 2A5

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**Pages** 

#### CALL TO ORDER

#### 2. SPECIAL IN-CAMERA COUNCIL MEETING

That Council move into an In-Camera Meeting of Council at 4:00 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reasons:

**ITEM A - Education Session** - Section 239(3.1) - For the purpose of the 'Education or Training' of Council where no member discusses or otherwise deals with any matter in a way that materially advances the business or decision making of Council.

#### 3. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

(In-Camera Council Meeting Agenda Items)

5.	RESU	MPTION OF REGULAR COUNCIL MEETING	
6.	MOME	ENT OF SILENT REFLECTION	
7.		OSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF	
8.	That the	TES OF PREVIOUS MEETING  The minutes BE ADOPTED and that those confidential minutes of the discussions of Council remain confidential and restricted from public sure in accordance with exemptions provided in the Municipal Freedom of the mation and Protection of Privacy Act:	
	8.1 8.2	Special Council Meeting Minutes - Planning - February 27, 2017  Regular Council Meeting Minutes - February 27, 2017	12 18
9.	DELE	GATIONS	
	9.1	Committee Recommendation regarding Sign By-law Exemption - Bob Rozankovic, Chair, Economic Development Advisory Committee  That the delegation BE RECEIVED.	33
10.		PRTS – POLICE SERVICES are no reports.	

RECESS FROM SPECIAL IN-CAMERA COUNCIL MEETING

4.

#### 11.1 2016 Year End Budget to Actual Summaries and Transfers

It is recommended that:

- The report from the Supervisor of Accounting dated April 12, 2017 regarding the 2016 Year End Budget to Actual Summaries and Transfers, BE RECEIVED;
- 2. The 2016 year-end budget to actual summaries for the general, water and wastewater funds **BE RECEIVED**;
- 3. The Treasurer **BE AUTHORIZED** to establish an Economic Development Reserve Fund and Libro Centre Reserve Fund;
- The general fund surplus of \$783,002 as a result of municipal operations BE TRANSFERRED in accordance with Option 1; OR
- The general fund surplus of \$783,002 as a result of municipal operations BE TRANSFERRED in accordance with Option 2; OR
- The general fund surplus of \$783,002 as a result of municipal operations BE TRANSFERRED in accordance with Option 3; OR
- 7. The general fund surplus of \$783,002 as a result of municipal operations **BE TRANSFERRED** in accordance with Option 4;
- 8. The water surplus of \$104,075 **BE APPLIED** as follows:
  - A transfer of \$28,150 TO FUND the water fund deficit in the Town's accumulated surplus;
  - A transfer of \$75,925 to the water surplus reserve; and,
- 9. The Treasurer **BE AUTHORIZED** to establish a Building Department Reserve Fund with the Building Department surplus of \$182,847 to **BE APPLIED** as follows:
  - A transfer of \$82,847 TO FUND the Building Department deficit in the Town's accumulated surplus;
  - A transfer of \$100,000 TO FUND the Building Department Reserve;
- 10. The wastewater fund surplus of \$251,531 **BE APPLIED** to the wastewater surplus reserve.

#### 12.1 Relief of Parks By-law for Woofa-Roo Pet Festival

It is recommended that:

- The report from the Manager of Recreation Services dated February 16, 2016 regarding Relief of Parks By-law for Woofa-Roo Pet Festival BE RECEIVED;
- Relief of Parks By-law 2002-72 to permit the use of Town Property for camping during the event for participants only BE GRANTED; and,
- 3. The Mayor and Clerk **BE AUTHORIZED** to sign a lease agreement specific to the utilization of the Libro Centre as an accommodation site for campers between the dates of August 11 13, 2017.

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#### 13.1 8th Concession Road Drain South – Tender Results

It is recommended that:

- The report from the Drainage Superintendent and Engineering Coordinator dated March 20, 2017, regarding the 8th Concession Road Drain South- Tender Results BE RECEIVED;
- 2. An agreement with Nevan Construction Inc. to complete the 8th Concession Road Drain South **BE AUTHORIZED** in the amount of \$389,643.00 (excluding H.S.T.);
- 3. The Project Cost for 8th Concession Road Drain South in the amount of \$491,279.91 **BE FUNDED** as follows:
  - The 2017 Drainage Expense in Operational Budget in the amount of \$5,412.74
  - The 2017 Watermain Expense in the Water Operational Budget in the amount of \$15,821.19
  - The assessment to the County of Essex in the amount of \$182,195.55
  - The assessment to Town Residents in the amount of \$287,850.43; and,
- 4. **By-law 2017-24** being a by-law to enter into an agreement with Nevan Construction Inc. to complete the 8th Concession Road Drain South be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

It is recommended that:

- The report from the Manager of Roads and Fleet dated March 20, 2017 regarding the Waste Collection Contract BE RECEIVED;
- 2. The Waste Collection contract renewal for the period April 1, 2017 through March 31, 2027 in the amount of \$595,000 for year one to be funded annually, from the Public Works Operating Budget BE APPROVED with the price during the remaining years of the contract to be adjusted annually based on the change in total pickup points and the annual Consumer Price Index (CPI) as indicated in the renewal terms; and,
- That the Mayor and Clerk BE AUTHORIZED to sign an agreement with the Windsor Disposal Services, satisfactory in form to the Town Solicitor, in financial content to the Town Treasurer, and in technical content to the Director of Engineering and Public Works.

#### 14. REPORT – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

#### 14.1 Draft Plan of Subdivision - Kingsbridge Subdivision

It is recommended that:

- 1. The report from the Manager of Planning Services dated March 31, 2017 regarding Draft Plan of Subdivision **BE RECEIVED**; and,
- By-law 2017-01 being a by-law to authorize the signing of a subdivision agreement be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same, subject to the inclusion of the following provision:
  - The agreement covers Blocks 1 to 55 of the subdivision for single detached residential units and Block 56 for a 0.3 metre reserve, as shown on Draft Plan of Subdivision 37-T-17001, prepared and certified by Andrew Mantha, O.L.S., VHBSS Inc., dated July 8, 2016, as approved by the County of Essex, March 31, 2017.

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It is recommended that:

- 1. The report from the Manager of Licensing and Enforcement dated April 7, 2017 regarding 2017 User Fee By-law **BE RECEIVED**; and,
- 2. By-law 2017-25 being a by-law to permit the Town of Amherstburg to impose fees or charges with respect to services or activities provided, related costs payable, and for the use of its property be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

#### 15. REPORTS - CAO's OFFICE

#### 15.1 2018 Municipal Election – Voting Method

It is recommended that:

- The report from the Municipal Clerk/Returning Officer dated March 20, 2017 regarding 2018 Municipal Election – Voting Method BE RECEIVED;
- 2. The traditional voting method with the use of electronic tabulators and internet voting **BE APPROVED** for advanced polls;
- 3. The traditional voting method with the use of electronic tabulators only **BE APPROVED** as the method of voting on Election Day;
- 4. By-law 2017-22 being a by-law to authorize the use of optical scanning vote tabulators and the use of internet voting as an alternative voting method for advance voting in the 2018 Municipal Election be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same; and,
- 5. The Clerk **BE AUTHORIZED** to secure a vendor(s) for the 2018 Municipal Election.

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#### 16. INFORMATION REPORTS

That the following information reports **BE RECEIVED**:

	16.1	Health and Safety First Quarter Update Report	176
	16.2	April 5, 2017 – April 18, 2017 Accounts Payable	182
17.	CONSI	ENT CORRESPONDENCE	
	That th	e following consent correspondence BE RECEIVED:	
	17.1	Earth Day Network's 2017 Global Day of Conversation - City of Windsor Resolution	209
	17.2	Letter to Minister of Public Safety and Emergency Preparedness - Gary McNamara, Mayor, Town of Tecumseh	210
	17.3	Ensuring Safe Water - Town of Essex Resolution	212
	17.4	50 Million Trees Program (50MTP) - Forests Ontario	215
	17.5	14th Annual WECDSB Day of Champions - St. Anne Catholic High School	222
	17.6	Support for Certified Crop Advisors - Kawartha Lakes Resolution	224
	17.7	Request to Revise Existing Legislation Regarding Incinerators - Municipality of Port Hope Resolution	226
	17.8	Champion of Diversity Award - Ministry of Citizenship and Immigration	228

#### 18. CORRESPONDENCE

19.

18.1	Co	mmunity Living Month - Community Living Essex County	229
	It is	recommended that:	
	1.	The correspondence from Community Living Essex County regarding Community Living Month BE RECEIVED;	
	2.	The month of May 2017 <b>BE PROCLAIMED</b> as Community Living Month in the Town of Amherstburg; and,	
	3.	The Community Living Essex County flag <b>BE RAISED</b> at Town Hall either the week of May 15-19, 2017 or May 22-26, 2017.	
18.2	Sei	niors' Month - Minister of Senior Affairs	231
	It is	recommended that:	
	1.	The correspondence from the Minister of Senior Affairs regarding Seniors' Month <b>BE RECEIVED</b> ; and,	
	2.	The month of June 2017 <b>BE PROCLAIMED</b> as Seniors' Month in the Town of Amherstburg.	
18.3	Fal	un Dafa Month - Falun Dafa Association Canada	233
	It is	recommended that:	
	1.	The correspondence from Falun Dafa Association Canada regarding Falun Dafa Month <b>BE RECEIVED</b> ; and,	
	2.	The month of May 2017 <b>BE PROCLAIMED</b> as Falun Dafa Month in the Town of Amherstburg.	
CONS	ENT	OTHER MINUTES	
That th	e fol	lowing minutes BE RECEIVED:	
19.1	Pai	rks Advisory Committee Meeting Minutes - November 15, 2016	235
19.2	Pa	rks Advisory Committee Meeting Minutes - April 5, 2017	239

20. l	JNFINISHED	BUSINESS

#### 20.1 Unfinished Business lists as at April 24, 2017

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#### 21. NEW BUSINESS

#### 22. REPORT OUT FROM IN CAMERA SESSION

#### 23. NOTICE OF MOTION

There were no Notices of Motion.

#### 24. BY-LAWS

#### 24.1 2017-38 - Confirmatory By-law

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It is recommended that:

**By-law 2017-38** being a by-law to confirm all resolutions of the Municipal Council Meeting held April 24th, 2017, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

#### 25. RESUME SPECIAL IN-CAMERA COUNCIL MEETING

That Council move into an In-Camera Meeting of Council directly following Regular session pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reasons:

ITEM B - Amherstburg Fire Department Employment Extension - Section 239(2)(b) - Personal matters about an identifiable individual, including municipal or local board employees; and, Section 239(2)(d) - Labour relations or employee negotiations.

#### 26. ADJOURNMENT OF IN-CAMERA COUNCIL MEETING

#### 27. RESUMPTION OF REGULAR COUNCIL MEETING

#### 28. ADJOURNMENT

That Council rise and adjourn at p.m.



# TOWN OF AMHERSTBURG SPECIAL COUNCIL MEETING - PLANNING

#### Monday, February 27, 2017 4:30 PM

Council Chambers, 271 Sandwich Street South, Amherstburg, ON, N9V 2A5

#### **MINUTES**

PRESENT Mayor Aldo DiCarlo

Councillor Joan Courtney Councillor Leo Meloche Councillor Diane Pouget Councillor Rick Fryer

Giovanni (John) Miceli, Chief Administrative Officer

Paula Parker, Municipal Clerk Tammy Fowkes, Deputy Clerk

Rebecca Belanger, Manager of Planning Services

**ABSENT** Deputy Mayor Bart DiPasquale

Councillor Jason Lavigne

#### **CALL TO ORDER**

The Mayor called the meeting to order at 4:40 p.m.

#### DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

#### SPECIAL PLANNING REPORTS

## 3.1 Official Plan Amendment to consider the Addition of Breweries in Agricultural Areas

The Manager of Planning Services answered Council questions with respect to the Official Plan Amendment for the addition of breweries in agricultural areas.

The Mayor asked if there were any questions or comments from the public. There were none.

Resolution # 20170227-588

**Moved By** Councillor Meloche **Seconded By** Councillor Fryer

#### That:

- 1. The report from the Manager of Planning Services dated February 2, 2017, regarding Official Plan Amendment No. 4 for the Addition of Breweries in Agricultural Areas BE RECEIVED; and,
- 2. Pending Council consideration of written and oral comments received at this public meeting, that Official Plan Amendment No. 4, By-law 2017-08, BE CONSIDERED at a future regular Council meeting.

The Mayor put the Motion.

**Motion Carried** 

## 3.2 Zoning By-law Amendment for 6000 County Road 20- Ure's Country Kitchen and Variety

The Manager of Planning Services provided Council with an overview of the Zoning By-law Amendment for 6000 County Road 20 and answered Council questions.

The Mayor asked if there were any questions or comments from the public. The following were heard:

 Randy and Laurie Ure, Applicants - advised Council that the side yard materials will be removed by the end of March; the miniature golf course

- will be constructed by the end of April; and, drainage will be improved in the area.
- Jeff and Lisa McBride expressed concerns with traffic and the layout of the parking lot.
- Maryanne Beeson expressed concerns with traffic, parking, and cyclist safety.

Resolution # 20170227-589

**Moved By** Councillor Meloche **Seconded By** Councillor Pouget

#### That:

- The report from the Manager of Planning Services dated January 30, 2017 regarding the Zoning By-law Amendment for Part of Lot 67, Concession 6 W, 6000 County Rd 20, Amherstburg BE RECEIVED; and,
- 2. Pending Council consideration of written and oral comments received at this public meeting, Zoning By-law 2017-11 BE CONSIDERED at a future regular Council meeting.

The Mayor put the Motion.

**Motion Carried** 

### 3.3 Proposed Draft of Subdivision and Zoning By-law Amendment for Kingsbridge Subdivision Phase 8B-1 File No.37-T-17001

The Manager of Planning Services provided Council with an overview of the proposed Draft Plan of Subdivision and Zoning By-law Amendment for Kingsbridge Subdivision Phase 8B-1.

The Mayor asked if there were any questions or comments from the public. The following were heard:

- Len Paquette, Texas Road Resident concerned about the increased subdivision traffic filtering on to Texas Road and would like to see a feeder road to County Road 20.
- Leo Lange, Kingsbridge North Resident stated that he was surprised it is taking so long to get a secondary access out of the Kingsbridge South subdivision. He advised Council that he is concerned about the increased truck traffic using Whelan Drive and Kingsbridge Drive and would like to see the trucks use Texas Road to haul development materials as it is a designated collector road.

Mike Dunn, Applicant - advised Council that a second road is being constructed to provide another outlet from the Kingsbridge South subdivision.

Councillor Pouget moved the motion with an amendment to direct Administration to bring a report back to Council regarding the traffic concerns.

Resolution # 20170227-590

**Moved By** Councillor Pouget **Seconded By** Councillor Fryer

#### That:

- 1. The report from the Manager of Planning Services dated January 30, 2017 regarding a proposed Draft Plan of Subdivision and Zoning By-law Amendment for Kingsbridge Subdivision Phase 8B-1 BE RECEIVED;
- 2. The Draft Plan of Subdivision, File No. 37-T-17001, from 1078217 Ontario Ltd., as shown on the attached Schedule A, during this statutory Public Meeting BE CONSIDERED;
- 3. Pending Council consideration of written and oral comments received at this Public Meeting, that administration BE DIRECTED to advise the approval authority (County of Essex) that Council supports Draft Plan Approval for this phase of Kingsbridge Subdivision;
- 4. Pending Council consideration of written and oral comments received at this Public Meeting, Zoning By-law 2017-05 BE CONSIDERED at a future regular Council meeting; and,
- 5. Administration BE DIRECTED to bring back a complete report to Council regarding the traffic concerns raised by Len Paquette.

The Mayor put the Motion.

**Motion Carried** 

# **ADJOURNMENT** Moved By Councillor Fryer Seconded By Councillor Pouget That Council rise and adjourn at 5:56 p.m. The Mayor put the Motion. **Motion Carried** MAYOR – ALDO DICARLO

CLERK – PAULA PARKER

## PUBLIC MEETING ATTENDANCE RECORD Date: Monday, February 27 at 4:30 p.m.

## Special Council Meeting – 6000 County Road 20 – Ure's Country Kitchen & Variety

	NAME (please print clearly)	ADDRESS and PHONE # (please print clearly)	SIGNATURE
	DAN + MARYANNE Beeson		MBeloo
	Randy Laurie Ure		L'avrie le
	TETT & LISA McBride		Mobude
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# TOWN OF AMHERSTBURG COUNCIL MEETING

# Monday, February 27, 2017 6:00 PM

Council Chambers, 271 Sandwich Street South, Amherstburg, ON, N9V 2A5

#### **MINUTES**

PRESENT Mayor Aldo DiCarlo

Councillor Joan Courtney Councillor Rick Fryer Councillor Leo Meloche Councillor Diane Pouget

Giovanni (John) Miceli, Chief Administrative Officer

Paula Parker, Municipal Clerk Tammy Fowkes, Deputy Clerk

ABSENT Deputy Mayor Bart DiPasquale

Councillor Jason Lavigne

#### **CALL TO ORDER**

The Mayor called the meeting to order at 6:16 p.m.

#### MOMENT OF SILENT REFLECTION

#### DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

#### MINUTES OF PREVIOUS MEETING

Resolution # 20170227-591

Moved By Councillor Fryer Seconded By Councillor Meloche

That the minutes BE ADOPTED and that those confidential minutes of the closed sessions of Council remain confidential and restricted from public disclosure in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act:

4.1 Special Council Meeting Minutes - 2017 Budget - January 9 & 10, 2017

The Mayor put the Motion.

**Motion Carried** 

Moved By Councillor Pouget Seconded By Councillor Fryer

That the Rules of Order BE WAIVED to allow Lynn O'Brien to speak tonight.

The Mayor put the Motion.

**Motion Carried** 

The Youth and Community Fund Cheque Presentation was moved forward to accommodate those in attendance in the gallery.

The \$10,000 cheque, presented by Joe Barile, General Manager, Essex Powerlines Corporation, was accepted by Mayor DiCarlo.

#### **DELEGATIONS**

Resolution # 20170227-592

Moved By Councillor Meloche Seconded By Councillor Courtney

#### 5.1 Allan Parks - A-Team Robotics

Adam Tronchin, Cassidy Zelle, Kurtis Paquette, and Mackenzie Parks, A-Team Robotics, provided Council with a presentation and a demonstration of their robot.

#### That the delegation BE RECEIVED.

The Mayor put the Motion.

**Motion Carried** 

#### **PRESENTATIONS**

Resolution # 20170227-593

Moved By Councillor Fryer Seconded By Councillor Meloche

6.1 Essex Powerlines Corporation Update & Youth in Community Fund Cheque Presentation - Joe Barile, General Manager, Essex Powerlines Corporation

Joe Barile, General Manager, and Raymond Tracey, President/CEO, Essex Powerlines Corporation, provided Council with an update.

#### That the presentation BE RECEIVED.

The Mayor put the Motion.

**Motion Carried** 

Lynn O'Brien was brought forward and addressed Council with respect to By-law concerns.

Councillor Pouget requested that a Special In-Camera Meeting be called during the Regular session regarding Ms. O'Brien's concerns.

#### SPECIAL IN-CAMERA COUNCIL MEETING

Resolution # 20170227-594

**Moved By** Councillor Pouget **Seconded By** Councillor Fryer

That Council move into an In-Camera Meeting of Council at 7:33 p.m., pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reasons:

ITEM A – By-law Concerns – Section 239(2)(b) - Personal matters about an identifiable individual, including municipal or local board employees; and, Section 239(2)(f) - Advice that is subject to solicitor-client privilege, including communications necessary for that purpose

The Mayor put the Motion.

**Motion Carried** 

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF (In-Camera Council Meeting)

There were no disclosures of pecuniary interest noted.

ADJOURNMENT OF IN-CAMERA MEETING @ 8:13 P.M.

#### RESUMPTION OF REGULAR COUNCIL MEETING

Moved By Councillor Fryer Seconded By Councillor Meloche

That Council RESUME Regular session at 8:15 p.m.

The Mayor put the Motion.

**Motion Carried** 

Resolution # 20170227-595

Moved By Councillor Fryer Seconded By Councillor Pouget

That the delegation BE RECEIVED and should Ms. O'Brien wish to discuss the matter further with Administration she is invited to do so at her convenience.

The Mayor put the Motion.

**Motion Carried** 

#### 6.2 SWIFT Initiative - Dan Circelli - Connecting Windsor-Essex

Resolution # 20170227-596

Moved By Councillor Fryer Seconded By Councillor Meloche

That the presentation BE RECEIVED.

The Mayor put the Motion.

**Motion Carried** 

#### **REPORTS - POLICE SERVICES**

There were no reports.

#### **REPORTS - CORPORATE SERVICES**

There were no reports.

#### REPORTS - PARKS, FACILITIES, RECREATION AND CULTURE

There were no reports.

#### REPORTS - ENGINEERING AND PUBLIC WORKS

There were no reports.

#### REPORTS - PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

11.1 Request for the Deferral of Development Charges – 182 Pickering Inc.

Resolution # 20170227-597

Moved By Councillor Fryer Seconded By Councillor Pouget

#### That:

- 1. The report from the Manager of Planning Services dated January 20, 2017, regarding the request for the application for the deferral of development charges from 182 Pickering Inc. BE RECEIVED;
- 2. The request from 182 Pickering Inc. to defer development charges to assist in the development of the lands at 182 Pickering as an affordable apartment building for the Town BE APPROVED; and,
- 3. By-law 2017-11 being a by-law to authorize the signing of an agreement to defer development charges be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same.

The Mayor put the Motion.

**Motion Carried** 

11.2 Development Agreement for 182 Pickering Dr. - 182 Pickering Inc. File# SPC-1-17

Resolution # 20170227-598

Moved By Councillor Fryer Seconded By Councillor Meloche

#### That:

 The report from the Manager of Planning Services dated February, 2, 2017, regarding the Development Agreement for 182 Pickering Dr. BE RECEIVED;

- 2. The site plan and development agreement for 182 Pickering Dr. for the affordable apartment building BE APPROVED; and,
- 3. By-law 2017-09 being a by-law to authorize the signing of a development agreement be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same.

The Mayor put the Motion.

**Motion Carried** 

#### **REPORTS - CAO's OFFICE**

12.1 Employee Code of Conduct / Committee Structure

Resolution # 20170227-599

Moved By Councillor Fryer Seconded By Councillor Pouget

#### That:

- 1. The report from the Municipal Clerk dated February 8, 2017 regarding Employee Code of Conduct/Committee Structure BE RECEIVED; and,
- 2. Option 2 BE APPROVED as written in the body of the report.

The Mayor put the Motion.

**Motion Carried** 

Resolution # 20170227-600

Moved By Councillor Pouget Seconded By Councillor Fryer

That the previous motion on December 12, 2016, appointing Josh Mailloux to the Drainage Board BE RECONSIDERED.

The Mayor put the Motion.

**Motion Carried** 

Resolution # 20170227-601

Moved By Councillor Fryer Seconded By Councillor Pouget

That composition of the Economic Development Advisory Committee BE WAIVED to allow for 9 lay members on the committee.

The Mayor put the Motion.

**Motion Carried** 

### 12.2 Committee Appointments – Economic Development Advisory Committee

Resolution # 20170227-602

Moved By Councillor Fryer Seconded By Councillor Pouget

#### That:

- 1. The report from the Deputy Clerk dated February 14<sup>th</sup>, 2017, regarding Committee Appointments Economic Development Advisory Committee BE RECEIVED:
- 2. John Edwards and Marta Leardi-Anderson BE APPOINTED as the lay members to fill the vacancy on the Economic Development Advisory Committee; and,
- 3. Carolyn Davies\_BE APPOINTED as the Amherstburg Chamber of Commerce representative for the Economic Development Advisory Committee, as nominated by the Amherstburg Chamber of Commerce.

The Mayor put the Motion.

**Motion Carried** 

#### INFORMATION REPORTS

Resolution # 20170227-603

Moved By Councillor Fryer Seconded By Councillor Pouget

That the following information reports BE RECEIVED:

- 13.1 2016 Economic Development Committee Accomplishments
- 13.2 Monthly Activity Report APSB Meeting of December 6, 2016
- 13.3 2016 Annual Audit Planning Report
- 13.4 February 9, 2017 February 21, 2017 Accounts Payable

The Mayor put the Motion.

**Motion Carried** 

#### CONSENT CORRESPONDENCE

Resolution # 20170227-604

Moved By Councillor Pouget Seconded By Councillor Meloche

That the following consent correspondence BE RECEIVED:

- 14.1 Marijuana Controls under Bill 178 Windsor-Essex County Health Unit
- 14.2 Opioid Addiction and Overdose Windsor-Essex County Health Unit
- 14.3 Creating an Invasive Plant Management Strategy Ontario Invasive Plant Council & ERCA Workshop
- 14.4 Carbon Tax Credits for Municipalities
- 14.5 Request to Establish Guidelines for Ward Boundary Reviews Fred Eisenberger, Mayor of Hamilton
- 14.6 Bill C-274 Update, Taxation on Family Business Transfers Guy Caron, MP

The Mayor put the Motion.

**Motion Carried** 

Resolution # 20170227-605

**Moved By** Councillor Meloche **Seconded By** Councillor Pouget

Item # 14.4 – That Administration BE DIRECTED to bring a report back to Council regarding the impact of Carbon Tax Credits on the Town of Amherstburg.

The Mayor put the Motion.

**Motion Carried** 

#### CORRESPONDENCE

15.1 Purple Day for Epilepsy Awareness - March 26, 2017

Resolution # 20170227-606

Moved By Councillor Meloche Seconded By Councillor Courtney

#### That:

- 1. The correspondence regarding Purple Day for Epilepsy Awareness BE RECEIVED; and,
- 2. March 26, 2017, BE PROCLAIMED as Purple Day in the Town of Amherstburg.

The Mayor put the Motion.

**Motion Carried** 

#### 15.2 Human Values Day - April 24, 2017

Resolution # 20170227-607

**Moved By** Councillor Meloche **Seconded By** Councillor Courtney

#### That:

1. The correspondence regarding Human Values Day BE RECEIVED; and,

2. April 24, 2017, BE PROCLAIMED as Human Values Day in the Town of Amherstburg.

The Mayor put the Motion.

**Motion Carried** 

#### **CONSENT OTHER MINUTES**

Resolution # 20170227-608

Moved By Councillor Fryer Seconded By Councillor Pouget

#### That the following minutes BE RECEIVED:

- 16.1 Co-An Park Meeting Minutes November 9, 2016
- 16.2 Co-An Park Meeting Minutes November 29, 2016
- 16.3 Co-An Park Meeting Minutes January 12, 2017
- 16.4 Heritage Committee Meeting Minutes November 24, 2016
- 16.5 Economic Development Advisory Committee Meeting Minutes December 6, 2016
- 16.6 Committee of Adjustment Meeting Minutes December 13, 2016

The Mayor put the Motion.

**Motion Carried** 

#### **UNFINISHED BUSINESS**

There was no Unfinished Business.

#### **NEW BUSINESS**

1. Councillor Meloche asked when the pedestrian bridge would be complete at Sucker Creek.

The Director of Engineering and Public Works advised Council that the bridge will be replaced in the spring.

- Councillor Fryer advised Council of the South Coast Adventure Race (SCAR)
   Event being held by Essex Region Conservation Authority (ERCA) on June
   17, 2017. He further advised that the challenge is being put out to each
   municipality with the possibility of a winning a municipality award.
- 3. Councillor Fryer advised Council that he was approached by a new resident from British Columbia who was looking to network with other seniors and didn't know where to look. Councillor Fryer suggested that a meeting be facilitated with the Mayor, CAO, and Clerk to reach out to senior groups and possibly place something information on the website.

#### REPORT OUT FROM IN CAMERA SESSION

#### January 23<sup>rd</sup>, 2017 Meeting

Council met on January 23, 2017, for a Special In-Camera meeting at 8:03 pm and discussed (4) items as provided for under Section 239 of the Municipal Act:

**ITEM A – Property Acquisition Update** – heard under Section 239(2)(c) of the Act. There is nothing further to report on this matter.

**ITEM B – 499 Dalhousie Street Water Charges** – heard under Section 239(2)(b) of the Act. There is nothing further to report on this matter.

**ITEM C – Employment Contract – Fire Department** – heard under Section 239(2)(b) of the Act. There is nothing further to report on this matter.

**ITEM D – Update on Property Acquisition** – heard under Section 239(2)(c) of the Act. There is nothing further to report on this matter.

#### NOTICE OF MOTION

There were no Notices of Motion.

#### **BY-LAWS**

#### 21.1 2017-18 - Confirmatory By-law

Resolution # 20170227-609

Moved By Councillor Meloche
Seconded By Councillor Courtney

#### That:

That By-law 2017-18 being a by-law to confirm all resolutions of the Municipal Council Meeting held February 27th, 2017, be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Mayor put the Motion.

**Motion Carried** 

#### SPECIAL IN-CAMERA COUNCIL MEETING

Resolution # 20170227-610

Moved By Councillor Pouget
Seconded By Councillor Meloche

That Council move into an In-Camera Meeting of Council at 9:11 p.m., pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reason:

ITEM A - ESA Update – Section 239(2)(b) - Personal matters about an identifiable individual, including municipal or local board employees; and, Section 239 (2)(d) - Labour relations or employee negotiations.

The Mayor put the Motion.

**Motion Carried** 

#### **DISCLOSURES OF PECUNIARY INTEREST & GENERAL NATURE THEREOF**

There were no disclosures of pecuniary interest noted.

#### ADJOURMENT OF IN-CAMERA MEETING @ 9:21 P.M.

#### RESUMPTION OF REGULAR COUNCIL MEETING

Moved By Councillor Pouget Seconded By Councillor Meloche

That Council Resume Regular session at 9:23 p.m.

The Mayor put the Motion.

**Motion Carried** 

#### REPORT OUT FROM IN-CAMERA SESSION

#### February 27<sup>th</sup>, 2017 Meeting

Council met on February 27, 2017, for a Special In-Camera meeting at 9:11 p.m. and discussed (1) item as provided for under Section 239 of the Municipal Act. As a result of that discussion, the following is before Council for consideration and voting:

Resolution # 20170227-611

Moved By Councillor Fryer Seconded By Councillor Meloche

That Option 1, as detailed within the confidential In-Camera report from the CAO dated February 27, 2017, BE APRROVED.

The Mayor put the Motion.

**Motion Carried** 

# ADJOURNMENT Moved By Councillor Fryer Seconded By Councillor Pouget

That Council rise and adjourn at 9:24 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

CLERK – PAULA PARKER



# Town of Amherstburg Delegation Request Form

### I wish to appear before:

Council
Advisory Committee of Council Specify:
Date of Meeting: APRIL 24th, 2017  Name of Delegate(s): Bos Rozankovic/AEDAC Cuair
/ Address:
Phone:Email:
AMHERST BURG ECONOMIC DESCOPRENT  Representing a Group/Organization   (Name of Group/Organization/Business)
Have you contacted Administration regarding this matter? □
If yes, who? <u>AEDAC Administrative Clason-Nicole Rubci</u>
Reason(s) for Delegation Request (subject matter to be discussed): If the request is in response to an item on the agenda, please specify the item by agenda item #.  TO PRESENT TO COUNCIL A MOTION PASSED AT
A RECENT AEDAC MEETING RECOMMENDING THAT
COUNCIL GRANT A SIGN BY-LAW EXCEPTION FROM 14 TO 28 DAYS TO ADVERTISE THE ROTARY RIBFEST.

(Use a separate page if more space is required or attach additional documentation.)

	reasoning below:		
**Speaking notes and presentation material	ls must accompany this	request. HTTAC	
Additional documentation attached?  MAP + Picture	Ves	No	
Will a PowerPoint presentation be made?	Yes	1 No	
ote: An electronic copy of the PowerPoint prese e Town Clerk no later than 12:00 noon on the F		ubmitted to	
he completed Delegation Request Form is to be mherstburg, 271 Sandwich Street South, Amhe hone: 519.736.0012 Fax: 519.736.5403 or ema	erstburg, ON N9V 2A5		
or office use only:			
-	Request Received by (	initials): <u>NR</u> /PP	
or office use only:  Pate request received: April 18, 2017  Request relates to: Economic Development A	Request Received by ( dvisory Committee Motion		

Personal information contained on this form is authorized under Section 5 of the Town of Amherstburg's Procedure By-law, for the purpose of contacting individuals and/or organizations requesting an opportunity to appear as a delegation before Council or an Advisory Committee of Council. The Delegation Request Form may be published in its entirety with the public agenda which is also posted on the Town's website. The Procedure By-law is a requirement of Section 238(2) of the Municipal Act, 2001.

Please note that all meetings are open to the public except where permitted to be closed to the public under legislated authority. Questions regarding collection of the information on this form or additional accessibility requirements may be directed to the Municipal Clerk, 271 Sandwich Street South, Amherstburg, ON N9V 2A5, 519.736.0012.

On April 11<sup>th,</sup> the Amherstburg Economic Advisory Committee passed the following motion...

"That the Chair of the Economic Development Committee recommend that Council GRANT the Rotary Club their request for an exemption to the Sign By-law from 14 days to 28 days for temporary signage to advertise the Rotary Ribfest Event"

The motion was moved by Councillor Leo Meloche and seconded by Carolyn Davies.

The motion carried.

#### To start...

It is imperative for council to understand that ECDEV supports the sign by-law in its intent and that the committee had an extended discussion as to the repercussions of granting any exemptions. All of us appreciate that the town's beauty is not totally cluttered by all nature of signage but we also hold out hope that the spirit of the by-law allows for minor compromises from time to time. The committee feels that granting an exemption to Rotary Club Ribfest falls within the spirit of the by-law.

ECDEV feels the Ribfest is a major economic driver and that Amherstburg is, and needs to remain, a town known for its festivals and events. These economic drivers are crucial to a successful summer for many businesses.

By coming before you we are simply attempting to ensure that council appreciates the impact of between 10,000 and 15,000 people attending this event in Amherstburg.

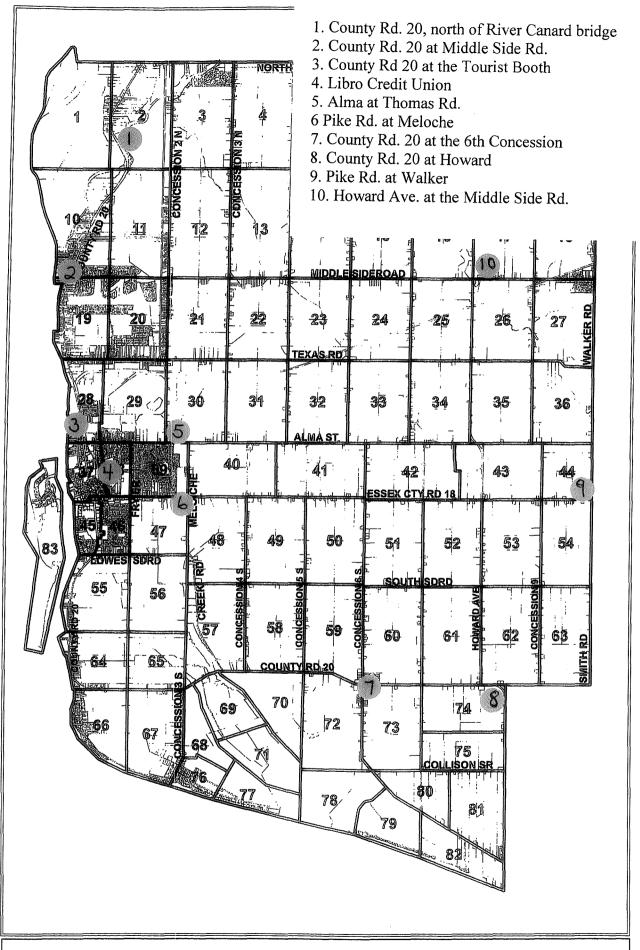
It is easy to simply picture these people at the event, but we also need to understand that many attendees also wander our downtown core and Kings Navy Yard Park in the afternoon and spend money there. Out of town visitors may take the opportunity to visit a winery, distillery, or brewery while in Amherstburg. The non-quantifiable benefits are numerous. It is not a stretch of the imagination that some visitors may even take the opportunity to look at real estate with an eye to moving here.

When we consider economic impact, we must also consider the "soft impact" as I call it – this being the reinvesting in the community of funds raised by this group. This amount is considerable – approaching a total of almost one million dollars over the years.

As a possible compromise, ECDEV recommends that council approve The Rotary Club to put up 10 ground signs for the extended 14-day period and then signage as normal for the 14 days prior to the event. A picture of the ground signs and map of their locations has been submitted. We believe the signs are in good taste and unobtrusive in nature.

We appreciate council taking the time to consider this matter.







# THE CORPORATION OF THE TOWN OF AMHERSTBURG

#### OFFICE OF CORPORATE SERVICES

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Justin Rousseau	Report Date: April 12, 2017
Author's Phone: 519 736-0012 ext. 2253	Date to Council: April 24, 2017
Author's E-mail: jrousseau@amherstburg.ca	Resolution #: NA

To: Mayor and Members of Town Council

Subject: 2016 Year End Budget to Actual Summaries and Transfers

# 1. **RECOMMENDATION:**

It is recommended that:

- The report from the Supervisor of Accounting dated April 12, 2017 regarding the 2016 Year End Budget to Actual Summaries and Transfers, BE RECEIVED;
- 2. The 2016 year-end budget to actual summaries for the general, water and wastewater funds **BE RECEIVED**;
- 3. The Treasurer **BE AUTHORIZED** to establish an Economic Development Reserve Fund and Libro Centre Reserve Fund;
- 4. The general fund surplus of \$783,002 as a result of municipal operations **BE TRANSFERRED** in accordance with Option 1 **OR**;
- 5. The general fund surplus of \$783,002 as a result of municipal operations **BE TRANSFERRED** in accordance with Option 2 **OR**;
- 6. The general fund surplus of \$783,002 as a result of municipal operations **BE TRANSFERRED** in accordance with Option 3 **OR**;
- 7. The general fund surplus of \$783,002 as a result of municipal operations **BE TRANSFERRED** in accordance with Option 4;
- 8. The water surplus of \$104,075 **BE APPLIED** as follows:

- A transfer of \$28,150 TO FUND the water fund deficit in the Town's accumulated surplus
- A transfer of \$75,925 to the water surplus reserve
- 9. The Treasurer **BE AUTHORIZED** to establish a Building Department Reserve Fund with the Building Department surplus of \$182,847 to be **BE APPLIED** as follows:
  - A transfer of \$82,847 TO FUND the Building Department deficit in the Town's accumulated surplus
  - A transfer of \$100,000 TO FUND the Building Department Reserve
- 10. The wastewater fund surplus of \$251,531 **BE APPLIED** to the wastewater surplus reserve.

## 2. BACKGROUND:

Attached are the 2016 year-end budgets to actual summaries for the general, water and wastewater funds. The summaries include the following transfers:

- operation surplus to reserves to offset fluctuations in operating costs/revenues
- to fund future contingent liabilities
- to fund future capital needs.

The practice of transferring surpluses to reserves are drawn upon to minimize tax rate fluctuations due to unanticipated revenue shortfalls and expenditures in future years, and to finance specific purpose capital and operating expenditures as designated by Council.

# 3. DISCUSSION:

A final review of the water fund has resulted in a surplus of \$104,074 for fiscal 2016. This is important to note as Council adopted the 2016 Water Budget inclusive of a \$125,000 operating deficit. This year end result is a \$229,075 positive change (see Appendix B.1) in the operating position of the water fund for 2016 operations. In lieu of this positive change in position, Administration is recommending that the surplus funds be applied into two specific areas. The first administrative recommendation is to eliminate the Town's water department stranded deficit. In order to do so Administration is recommending that a transfer of \$28,150 be applied to the Water Department's stranded deficit in the Town's Accumulated Surplus at year end. The second administrative recommendation is a transfer of \$75,925 to the water surplus reserve fund; the effect of this transfer will increase funds available in the water reserve and will result in a yearend balance of \$182,744. Appendix B.1 provides a summary for Council's review by segment.

The year-end operation of the wastewater fund has resulted in a surplus of \$251,531 for 2016(See Appendix B.2). As a result, Administration is recommending that the surplus

be transferred to the wastewater reserve fund; the result of this transfer will **increase** the balance of the wastewater surplus reserve fund to \$589,282, Appendix B provides a summary for Council's review by segment.

The 2016 operation of the Building Department has resulted in an operating surplus of \$182,847 and is result of increased departmental revenues from permits issued of \$73,595 (See Appendix A.1) and decreased operating expenditures of \$109,252 (See Appendix A.2). As a result of the operational surplus, Administration is recommending the transfer of surplus funds to fund the Building Departments accumulated deficit and the establishment of a Building Department Reserve Fund to assist with future operational needs. 2016 marks the first year in quite some time that the operation of the department has resulted in an operational surplus. Administration projects that 2017 will be another record setting year for the Building Department and is cautiously optimistic that the operation of the department will result in a further operating surplus for 2017. For Council's information the accumulated deficit incurred by the Town for the operation of the Building Department is \$916,267.

Therefore, Administration is recommending a transfer of \$82,847 to reduce the Building Department's stranded deficit in the Town's Accumulated Surplus. This transfer will reduce the accumulated deficit to \$833,420 or a reduction of 9%. Furthermore, Administration is recommending the establishment of a Building Department Reserve for operational requirements of the Building Department. Administration is recommending the remaining \$100,000 surplus be transferred to this newly established reserve. It is important for Council to note that since the Building Department has moved to the Libro Centre there have been many concerns raised by customers and staff regarding the office space and the disjointed delivery of services. Should Council approve the establishment of the reserve and the accompanying transfer, it will allow Administration to review the area and present Council with a long term solution in this regard. Most importantly, this activity is permitted under the Ontario Building Code, and will create improved service delivery.

The year-end general fund surplus of \$783,002 is achieved as a net effect of increased revenues from other sources of \$1,373,857 offset by the increase in general rated expenditures of \$590,856.Appendix A provides a summary of the surplus by segment for Council's review.

The year ending \$783,002 surplus can be transferred in a number of different options, as there have been many different requests and concerns brought forward in 2016.

The following is a list of requests and concerns that Council may wish to address during the close out of the years surplus:

1. Establishment of an Economic Development Reserve: In 2016 Amherstburg received a rebate of \$89,700 from the Windsor Essex Economic Development Corporation (WEEDC). Some of these funds are tied to a grant WEEDC received; the grant was specific to economic development initiatives. The amount is approximately \$15,000. Should Council not wish to spend these funds on Economic Development programs there is a risk that these funds will be recovered via the grant rules for non-compliance. It is recommended by Administration that \$15,000 be segregated and placed into

an Economic Development Reserve to be spent in the future on economic development initiatives for the Town.

- 2. Gordon House Porch Transfer to Working Capital Reserve: In the 2016 Facilities Operating Budget there was an additional request for \$20,000 to repair the Porch on the Gordon House, as of year-end this work has yet to be completed. It is recommended that \$20,000 be carried forward and transferred into the Working Capital Reserve to complete the repairs in 2017.
- 3. Establishment of a Libro Centre Reserve Fund: In 2016 the Libro Centre had significant cost overruns due to failing equipment and other operating issues resulting from the lack of maintenance. Council will note that the Libro Centre is a LEED certified facility with a construction cost of over \$24,000,000. Past Councils did not establish a reserve fund to address ongoing maintenance and capital repairs for this facility. Administration is recommending the establishment of a reserve and to contribute funds to deal with unforeseen issues at this significant investment. Administration is recommending that \$100,000 be transferred into a newly established Libro Centre Reserve to assist and mitigate unforeseen expenditures in the future at this facility.
- Amherstburg Police Services Board Request: At the December 6, 2016 meeting of the Amherstburg Police Services Board the following motion was passed by the Board

"That the Director, Financial Services for the Town of Amherstburg **BE DIRECTED** to place the 2016 Amherstburg Police Services Budget Surplus into the Police Reserve Account"

The nature of the motion was to help ensure the Police Services Board had the required funds necessary to invest in infrastructure for a possible new dispatching services, as well as to offset any operational budgetary issues in the future should the need arise.

On April 18<sup>th</sup>, 2017, the Police Services Board approved the change over in dispatching services. Based on the accepted proposal up front capital costs are estimated to be \$295,000 and are expected to take place in the later part of 2017 and possibly into early 2018.

Currently dispatching costs are budgeted to be \$323, 584 in 2017. Based on the accepted proposal, costs are expected to decrease to approximately to a total cost of \$71, 000 annually in 2018. This represents an annual operating savings of \$252, 584.

The results for the 2016 Police operations are as follows:.

	2016 Approved	2016 Actuals	2016 Results
	Budget		
Total Revenue	\$ 345,797	\$ 428,718	\$ 82,921
Total Expenses	\$ 5,837,031	\$ 5,627,661	\$ 209,370
Total Police			\$ 292,291
Operating Surplus/			
(Deficit)			

The 2016 opening balance of the Police Reserve is \$228,922. Should Council wish to acknowledge the requested transfer of the Police Services Board it is important for Council to note that the reserve fund balance would increase to \$521, 213. These funds may be used by Council to fund future Police requests/initiatives.

- 5. Cypher Systems Greenway Donation: The Cypher Systems Greenway was constructed in 2016. It is a trail that is in both Amherstburg and Essex. This initiative was funded by the Essex Region Conservation Foundation through its fundraising efforts. The project was completed to the benefit of Amherstburg residents. The project experienced budgetary overruns and as a result the Foundation was required to raise additional capital through donations to fund the project. The Essex Region Conservation Foundation has asked the Town of Amherstburg to consider matching a donation made by the Town of Essex of \$100,000 for this project. To date the Town has not made a donation to the Cypher Systems Greenway.
- 6. **Texas Road Debt Reduction**: The Texas Road Project is now finalized and has come in under budget by \$599,990 dollars. This was reported to Council at the April 10, 2017 meeting. These cost savings have been used to reduce the required debt issuance from \$1,189,677 down to \$857,149. The 2016 surplus allows Council the opportunity to further reduce the need for additional debt for the municipality. This can be done by using the surplus funds as a funding source for the capital project.

# 4. RISK ANALYSIS:

As a result of the 2016 results from operations, Council has an opportunity to improve the financial position and future financial risk for the Town. Transfer the 2016 surpluses to reserves and applying surplus funds to reduce long term debt will enhance the Town's financial situation. These actions will assist the Town in meeting any unanticipated project expenditures or prepare for any future shortfalls in revenue in the upcoming years. Should Council wish not to set aside these funds into reserves the Town runs the risk of future reserve deficits and putting added pressures on the tax and user rates, as well as increasing the long term debt to finance any unfunded capital expenditures.

# 5. FINANCIAL MATTERS:

Administration has created 4 alternatives for Council to consider for the allocation of surplus funds for the general tax rate:

Issues	Option 1	Option 2	Option 3	Option 4
ECDEV Reserve	\$15,000	\$15,000	\$15,000	\$15,000
Gordon House	\$20,000	\$20,000	\$20,000	\$20,000
Working Capital				
Transfer				
Libro Centre	\$100,000	\$100,000	\$100,000	\$100,000
Reserve				
Police Reserve	\$292,291	\$292,291	\$100,000	\$100,000
Transfer				
Greenway	\$100,000		\$100,000	
Donation				
Debt Reduction-	<u>\$285,711</u>	<u>\$385,711</u>	<u>\$448,002</u>	<u>\$548,002</u>
Texas Road				
	<u>\$783,002</u>	<u>\$783,002</u>	<u>\$783,002</u>	<u>\$783,002</u>

**Option 1-** This option approves the establishment of new reserve funds for the ECDEV Reserve and the Libro Centre Reserve. This option funds the ECDEV reserve in order to ensure the funds are not subject to none compliance with the grant. The Gordon House porch repair is also transferred into 2017 to ensure the work is completed. The Libro Centre reserve is also created to help mitigate issues at the facility. The full request of the Police Service Board is accommodated to ensure sufficient funds are in place should a transition of dispatching services is needed in 2017. The donation for the Cypher System Greenway is made to the Essex Region Conservation Foundation to render the project fully funded. Option 1 provides the lowest amount of funds to reduce the debt for the Texas road project.

**Option 2-** This option approves the establishment of new reserve funds for the ECDEV Reserve and the Libro Centre Reserve. This option funds the ECDEV reserve in order to ensure the funds are not subject to none compliance with the grant. The Gordon House porch repair is also transferred into 2017 to ensure the work is completed. The Libro Centre reserve is also created to help mitigate issues at the facility. The full request of the Police Service Board is accommodated to ensure sufficient funds are in place should a transition of dispatching services is needed in 2017. No donation is made towards the Cypher Systems Greenway. The additional \$100,000 is added to reduce the debt needed for the Texas road project.

**Option 3-** This option approves the establishment of new reserve funds for the ECDEV Reserve and the Libro Centre Reserve. This option funds the ECDEV reserve in order to ensure the funds are not subject to none compliance with the grant. The Gordon House porch repair is also transferred into 2017 to ensure the work is completed. The Libro Centre reserve is also created to help mitigate issues at the facility. In this option

the transfer to the Police Reserve is reduced to \$100,000 this will provide some funding for the possible transition of dispatching services needed by the board, additional funds may be required in the future and may need to be funded in the 2018 budget process. The donation for the Cypher System Greenway is made to the Essex Region Conservation Foundation to render the project fully funded. Option 3 reduced the debt needed for Texas Road by \$448,002.

**Option 4-** This option approves the establishment of new reserve funds for the ECDEV Reserve and the Libro Centre Reserve. This option funds the ECDEV reserve in order to ensure the funds are not subject to none compliance with the grant. The Gordon House porch repair is also transferred into 2017 to ensure the work is completed. The Libro Centre reserve is also created to help mitigate issues at the facility. In this option the transfer to the Police Reserve is reduced to \$100,000 this will provide some funding for the possible transition of dispatching services needed by the board, additional funds may be required in the future and may need to be funded in the 2018 budget process. No donation is made towards the Cypher Systems Greenway. The additional \$100,000 is added to reduce the debt needed for the Texas road project. Option 4 provides the highest amount debt reduction at \$548,002.

It should be noted that there are other possible alternative options that Council may elect to consider with regards to the funds, however only 4 have been presented by Administration for Council to consider.

# 6. **CONSULTATIONS**:

The Supervisor of Accounting and the Senior Management Team were consulted with regards to this report.

# 7. CONCLUSION:

That the general fund, water fund and wastewater fund surplus transfers for the year ended December 31, 2016 be received and approved.

Justin Rousseau

**Director, Corporate Services/Treasurer** 

JR

**DEPARTMENTS/OTHERS CONSULTED:** 

**APPENDIX A- General Surplus** 

**APPENDIX A-1- General Expense Summary** 

**APPENDIX A-2- General Revenue Summary** 

**APPENDIX B-Water and Wastewater Surplus** 

**APPENDIX B-1- Water Expenses and Revenue Summary** 

**APPENDIX B-2- Wastewater Expenses and Revenue Summary** 

# **Report Approval Details**

Document Title:	2016 Year End Budget to Actual Summaries and Transfers .docx
Attachments:	<ul> <li>- 2016 YE Budget to Actual Summaries-APPENDIX A.pdf</li> <li>- 2016 YE Budget to Actual Summaries-APPENDIX A-1.pdf</li> <li>- 2016 YE Budget to Actual Summaries-APPENDIX A-2.pdf</li> <li>- 2016 YE Budget to Actual Summaries- APPENDIX B.pdf</li> <li>- 2016 YE Budget to Actual Summaries- APPENDIX B-1.pdf</li> <li>- 2016 YE Budget to Actual Summaries- APPENDIX B-2.pdf</li> </ul>
Final Approval Date:	Apr 19, 2017

This report and all of its attachments were approved and signed as outlined below:

Mark Galvin - Apr 18, 2017 - 3:09 PM

John Miceli - Apr 18, 2017 - 4:34 PM

Paula Parker - Apr 19, 2017 - 11:24 AM

# TOWN OF AMHERSTBURG OPERATING FUND SUMMARY 2016 ACTUAL VS BUDGET

		2016 Year to Date	
	2016 Budget	Actuals	VARIANCE
PREVIOUS YEAR (SURPLUS)/DEFICIT			-
TOTAL GENERAL RATED EXPENDITURES (Appendix A.1)	(25,343,633.16)	(25,934,488.75)	(590,855.59)
SUPPLEMENTARIES	150,000.00	287,759.75	137,759.75
TOTAL NON-TAX REVENUES (Appendix A.2)	5,086,260.00	6,158,418.06	1,072,158.06
LOCAL IMPROVEMENTS	16,800.00	46,938.41	30,138.41
SUBTOTAL - REVENUES FROM OTHER SOURCES	5,253,060.00	6,493,116.22	1,240,056.22
TAXES LEVIED IN 2016	19,274,584.00	19,396,322.97	121,738.97
CAPITAL LEVIES IN 2016	770,989.36	783,051.88	12,062.52
TOTAL TAXES LEVIED IN 2016	20,045,573.36	20,179,374.85	133,801.49
SURPLUS AT YEAREND	(44,999.80)	738,002.32	783,002.12
TRANSFER TO TAX STABILIZATION			
Surplus Flow Through to Accumulated Surplus at yearend		738,002.32	

## TOWN OF AMHERSTBURG OPERATING FUND REVENUE 2016 BUDGET TO ACTUAL

	2016 Budget	2016 Year to Date Actuals	Surplus/(Deficit)	% of Budget Remaining
DEPARTMENT EXPENSES Division				
COUNCIL	196,122	159,486	36,636	-18.68%
CAO OFFICE	438,585	437,349	1,236	-0.28%
CLERK Crossing Guards	354,834 62,437	353,946 67,567	888 (5,130)	-0.25% 8.22%
HUMAN RESOURCES	301,816	302,064	(248)	0.08%
FIRE	1,435,268	1,623,246	(187,978)	13.10%
CORPORATE SERVICES Financial Serives Information Technology (Includes GIS)	1,126,235 974,462	948,393 936,751	177,842 37,711	-15.79% -3.87%
PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES  Economic and Community Development / Purchasing (Dropped)  Licensing and Enforcement (Previously By-Law)  Planning  Building	- 230,620 434,289 373,474	323,084 411,605 482,726	(92,464) 22,684 (109,252)	40.09% -5.22% 29.25%
PARKS, FACILITIES, RECREATION AND CULTURE Libro Centre Facilities Parks Business Development and Programs Tourism and Culture	1,111,920 605,292 826,640 606,599 300,679	1,693,659 571,968 850,745 495,409 313,384	(581,739) 33,324 (24,105) 111,190 (12,705)	52.32% -5.51% 2.92% -18.33% 4.23%
ENGINEERING & PUBLIC WORKS Public Works Environmental Services	2,595,323 1,227,500	2,770,891 1,219,486	(175,568) 8,014	6.76% -0.65%
POLICE	5,837,031	5,627,661	209,370	-3.59%
GLOBAL EXPENSES	1,675,492	1,811,371	(135,879)	8.11%
RETIREE BENEFITS	384,626	377,185	7,441	-1.93%
Subtotals	21,099,244	21,777,976	(678,732)	3.22%
DEBT PRINCIPAL AND INTEREST	1,803,454	1,790,750	12,704	-0.70%
TOTAL OPERATING EXPENSES ON TAX LEVY	22,902,698	23,568,726	(666,029)	2.91%
NET CAPITAL EXPENDITURES CAPITAL RESERVE CONTRIBUTIONS TRANSFER OF CAPITAL LEVIES TO RESERVES	1,200,000 469,946 770,989	1,119,077 469,946 776,739	80,923 - (5,749)	-6.74% 0.00% 0.75%
	25,343,633	25,934,489	(590,856)	2.33%

# TOWN OF AMHERSTBURG OPERATING FUND REVENUE 2016 BUDGET TO ACTUAL

	2016 Budget	2016 Year to Date Actuals	Surplus/(Deficit)	% of Budget Remaining
DEPARTMENT REVENUE  Division				
CLERKS	2,500	10,975	(8,475)	339.01%
FINANCIAL SERVICES	48,000	43,933	4,067	-8.47%
FIRE	29,000	53,312	(24,312)	83.83%
PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES Licensing and Enforcement (Previously By-Law) Planning Building	66,600 42,000 287,500	73,230 92,593 482,726	(6,630) (50,593) (195,226)	9.96% 120.46% 67.90%
PARKS, FACILITIES, RECREATION AND CULTURE Libro Centre Facilities Parks Business Development and Programs Tourism and Culture	697,000 73,278 3,500 346,400 26,000	691,877 56,424 6,041 378,291 40,393	5,123 16,854 (2,541) (31,891) (14,393)	-0.74% -23.00% 72.59% 9.21% 55.36%
ENGINEERING AND PUBLIC WORKS Public Works	506,861	570,077	(63,216)	12.47%
POLICE	345,797	428,718	(82,921)	23.98%
GLOBAL ADMINSTRATIVE	703,523	703,523	-	0.00%
NON-DEPARTMENTAL	1,908,301	2,526,304	(618,003)	32.38%
TOTAL NON TAX REVENUES	5,086,260	6,158,418	(1,072,158)	21.08%
LOCAL IMPROVEMENTS	16,800	46,938	(30,138)	179.40%
SUPPLEMENTARY TAXES	150,000	287,760	(137,760)	91.84%
CAPITAL LEVIES	770,989	783,052	(12,063)	1.56%
TAXES LEVIED	19,274,584	19,396,323	(121,739)	0.63%
TOTAL REVENUE	25,298,633	26,672,491	(1,373,858)	5.43%

# TOWN OF AMHERSTBURG WATER & WASTEWATER FUND SUMMARY 2016 ACTUAL VS BUDGET

	2016 Budget	2016 Year to Date Actuals	Surplus/(Deficit)
WATER			
PREVIOUS YEAR (SURPLUS)/DEFICIT			-
TOTAL REVENUES	4,531,500.00	4,625,179.82	93,679.82
TOTAL CURRENT EXPENDITURES (Appendix B.1)	4,656,500.00	4,521,104.96	(135,395.04)
Surplus (Deficit) Flow Through to Accumulated Deficit	(125,000.00)	104,074.86	229,074.86
WASTEWATER			
PREVIOUS YEAR (SURPLUS)/DEFICIT			-
TOTAL REVENUES	6,048,646.00	6,145,494.17	96,848.17
TOTAL CURRENT EXPENDITURES (Appendix B.2)	6,048,646.00	5,893,962.90	(154,683.10)
Surplus (Deficit) Flow Through to Accumulated Deficit	-	251,531.27	251,531.27

# TOWN OF AMHERSTBURG WATER FUND REVENUE & EXPENDITURES 2016 BUDGET TO ACTUAL

					% of Budget
		2016 Budget	2016 YTD Actuals	Surplus/(Deficit)	Remaining
REVENUES:					
Water Department Revenues		(4,531,500)	(4,625,180)	(93,680)	2.07%
EXPENSES:					
Salaries and Wages		646,938	567,995	(78,943)	-12.20%
Benefits		213,450	219,675	6,225	2.92%
General Expenses		671,068	659,260	(11,808)	-1.76%
Building Expenses		269,549	259,837	(9,712)	-3.60%
Equipment and Vehicle Exp	penses	236,500	222,490	(14,010)	-5.92%
Contracted Services		835,000	790,223	(44,777)	-5.36%
Service Maintenance		312,000	274,497	(37,503)	-12.02%
Total Water Programs - Wa	ter	8,000	5,967	(2,033)	-25.42%
Other Expenses - Transferr	red from Capital	125,000	77,989	(47,011)	-37.61%
Total Expenses before Reser	rves and Debt Charges	3,317,505	3,077,933	(239,572)	-7.22%
Transfer to Reserves 80-5-0000000-2001	Transfer to Capital	200,000	200,000	_	0.00%
80-5-0000000-2009	Transfer to Reserves	586,109	586,109	-	0.00%
80-5-0000000-2010	Capital expenditures	786.109	107,090 <b>893,199</b>	107,090 107,090	13.62%
Total Transfer to Reserve -	water	786,109	893,199	107,090	13.62%
Debt Charges - Water					
80-5-0000000-2005	Principle	400,446	400,446	(0)	0.00%
80-5-0000000-2006	Interest New P&I	152,440	149,528 -	(2,912)	-1.91%
Total Debt Charges - Water	•	552,886	549,973	(2,913)	-0.53%
Total Expenses - Water Depa	rtment	4,656,500	4,521,105	(135,395)	-2.91%
Net Revenues and Expenses - Surplus/(Deficit)		(125,000)	104,075	229,075	

# TOWN OF AMHERSTBURG WASTEWATER FUND REVENUE & EXPENDITURES 2015 BUDGET TO ACTUAL

					% of Budget
REVENUES:		2016 Budget	2016 YTD Actuals	Surplus/(Deficit)	Remaining
Total Revenue - Waste Water		(6,048,646)	(6,145,494)	(96,848)	1.60%
EXPENSES: Sanitary Sewer Collection System	n (SSCS)				
Total Building - SSCS Total General Expenses - SSCS		58,036 689,466	52,241 662,102	(5,795) (27,364)	-9.98% -3.97%
Total Environmental Services - SS	scs	133,000	79,597	(53,403)	-40.15%
Total Expenses - Sanitary Sewag	e Collection System	880,502	793,940	(86,562)	-9.83%
Amherstburg Sanitary Sewer Trea	atment System (ASSTS)				
Total General - ASSTS		206,594	257,751	51,157	24.76%
Total Environmental Services - AS  Total Expenses - Amherstburg Sa		922,000 <b>1,128,594</b>	554,139 <b>811,890</b>	(367,861) (316,704)	-39.90% -28.06%
McGregor Sewage Lagoon Sytem		-,:==,==:		(2.23,2.23)	
		04.000	00.075	4 407	20.000/
Total Building Expenses - MSLS  Total Environmental Services - M	SLS	21,908 157,000	26,375 179,242	4,467 22,242	20.39% 14.17%
Total Expenses - McGregor Sewa	ge Lagoon System	178,908	205,617	26,709	14.93%
Edgewater Sewage Lagoon Syste	em (ESLS)				
Total Building - ESLS		61,040	82,304	21,264	34.84%
Total Environmental Services - ES  Total Expenses - Edgewater Sew		239,000 <b>300,040</b>	265,666 <b>347,970</b>	26,666 <b>47,930</b>	11.16% 15.97%
Big Creek Sewage Treatment and			0.1,0.0	,,,,,	10.0.70
		20,000	27.000	7.000	04.070/
Total Building - Big Creek  Total Environmental Service - Big	Creek	30,000 80,000	37,282 129,879	7,282 49,879	24.27% 62.35%
Total Expenses - Big Creek Sewa	ge Treatment and Collection System	110,000	167,161	57,161	51.96%
McLeod SBR Sewage Treatment	and Collection System (Mcleod)				
Total Building - McLeod		58,864	96,180	37,316	63.39%
Total Environmental Services - M	cLeod e Treatment and Collection System	181,400 <b>240,264</b>	232,041 <b>328,222</b>	50,641 <b>87,958</b>	27.92% 36.61%
Boblo Island Sewage Treatment S	•		V-0,		55.51,70
		45.000	04.005	0.005	04.000/
Total Building - Boblo Total Environmental Service - Bol	blo	15,000 69,000	24,285 99,905	9,285 30,905	61.90% 44.79%
Total Expenses - Boblo Island Se	wage Treatment System	84,000	124,190	40,190	47.84%
Total Expenses before Reserves	and Debt Charges	2,922,308	2,778,989	(143,319)	-4.90%
Capital/Reserve Transfers					
	ransfer to Capital ransfer to Reserve Fund	756,152 350,703	627,550	(128,602)	-17.01%
	apital Expenditures funded from operations	350,793	350,793 29,423	29,423	0.00%
10-5-4010000-2013 C	apital Expenditures transferred to operations	4.400.045	163,067	163,067	F 770/
		1,106,945	1,170,833	63,888	5.77%
<b>Debt Charges - Waste Water</b> 10-5-4017740-2005 P	rinciple	1,407,062	1,407,004	(58)	0.00%
	iterest	1,037,971	1,041,331	3,360	0.32%
10-4-4010000-3015 Le	ess: DC Portion	(425,640)	(504,194)	(78,554)	18.46%
Total Debt Charges - Waste Wa	ter	2,019,393	1,944,141	(75,252)	-3.73%
Total Expenses - Waste Water De	epartment	6,048,646	5,893,963	(154,683)	-2.56%
Net Revenues and Expenses - Su	rplus/(Deficit)	-	251,531	251,531	



# THE CORPORATION OF THE TOWN OF AMHERSTBURG

## OFFICE OF PARKS, FACILITIES, RECREATION & CULTURE

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Rick Daly	Report Date: March 13, 2017
Author's Phone: 519 736-5712 ext. 2122	Date to Council: April 24, 2017
Author's E-mail: rdaly@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Relief of Parks By-law for Woofa-Roo Pet Festival

# 1. **RECOMMENDATION:**

It is recommended that:

- 1. The report from the Manager of Recreation Services dated March 13, 2017 regarding Relief of Parks By-law for Woofa-Roo Pet Festival **BE RECEIVED**;
- 2. Relief of Parks By-law 2002-72 to permit the use of Town Property for camping during the event for participants only **BE GRANTED**; and,
- 3. The Mayor and Clerk **BE AUTHORIZED** to sign a lease agreement specific to the utilization of the Libro Centre as an accommodation site for campers between the dates of August 11 13, 2017.

## 2. BACKGROUND:

In March 2016, Council approved the relief of the Parks By-law to allow Woofa-Roo Pet Festival to accommodate campers on the grounds. The Town entered into a lease agreement for the weekend of the Pet Festival which provided revenue to the Town. Last year was the first time that this relief was requested and granted. The accommodation for campers on the grounds at the Libro Centre in 2016 was extremely successful, resulting in revenue generation of \$1000 for the 2 day event. There were no incidents and no disruption to the grounds used by the campers. Those that chose to use the camping option provided feedback that they were pleased with the opportunity to be close to the competition grounds.

The event organizer wishes to continue to host campers at the Libro Centre to facilitate participation on the various events of the festival.

## 3. DISCUSSION:

The organizer has approached Administration and requested that camping be permitted on Libro Centre grounds again for the festival taking place on August 12 and 13, 2017. Similar to last year, Administration will draft a lease agreement that focuses on strict adherence to Town by-laws and policies. In the initial planning phase for the 2016 event, the Event Organizer and Administration identified two areas at the Libro Centre that could be used as camping for the participants of Woofa-Roo. A map outlining these areas forms an appendix to this report and will form the basis of this year's agreement.

Area 1 is 60,000 square feet and can accommodate 40 camper sites. Area 2 is 55,300 square feet and can accommodate 37 campers. This takes into account vehicle turning radius, size and foot traffic area needed to ensure a smooth flow when coming in to the area.

Under Parks By-law (No. 2002-72), Section 7:

"No person other than a police officer, caretaker, or other person expressly or impliedly authorized by Council shall enter or remain within the King's Navy Yard Park or the extension thereof between the hours of 12:00 midnight and 6:00 A.M. of the next succeeding day, nor enter or remain within any park between the hours of 11:00 P.M. and 6:00 A.M. of the next succeeding day."

To facilitate an increase in participation numbers, the event organizer is requesting an exemption to the Parks By-law to allow camping on the premises during the event weekend.

Administration will work with the event organizer on the following areas, to ensure an enjoyable camping experience for the participants, while maintaining the condition of the camping area and Libro Centre:

## Washroom Facilities

As part of the event itself, portable toilets are available throughout the grounds during the event. In addition, the washrooms at the WFCU Fieldhouse will be open for use along with providing shower facilities at the Fieldhouse.

#### Security

The event organizer will hire a company to provide security on the grounds during off hours. As well, Amherstburg Police Service will send patrol cars to the Libro to ensure all is safe.

## Open Air Burning

Open air burning is prohibited on Town of Amherstburg property. The use of approved natural gas or propane appliances and charcoal briquettes are permitted. The use of wood for cooking or campfires is not permitted.

# No Dumping

This would be a no-service camping area opened only to the participants of Woofa-Roo. There is no water, electrical or sewage service hook-ups available. A daily service will be provided, at the cost to the campers, for removal of grey or waste water. Campers will responsible for maintaining their site. All garbage is to be placed in the appropriate containers available on site.

#### Site Selection

Selection and parking of recreational vehicles will be at the discretion of the Event Organizers with consultation from Libro Centre staff and will be based on arrival times. No sites will be reserved. Selection is on a first come first serve basis. Campers who also bring passenger vehicles are required to detach the passenger vehicle and park it outside the camping area in a designated parking lot.

Providing on-site camping could generate economic spinoff to local businesses during the weekend. Currently, a strategy is being developed that will identify opportunities for local businesses to benefit from the increased visitor traffic creating a boost in the local economy on that weekend.

# 4. RISK ANALYSIS:

Permitting 77 recreation vehicles on town property will increase the risk of damage to the grounds, especially when bad weather could be a factor. Administration will mitigate this risk through clear regulations provided to the event organizer and campers. Additionally, Amherstburg Police Services will provide an increased after-hours presence to augment the on-site security staff, through increased patrols.

If the requested by-law exemption is not provided, the festival could be in jeopardy of losing some signature events as the culture of these events throughout the province, country and North America utilizes on site camping during competitions. Additionally, economic spinoff to local businesses would be minimal because campers would not attend the festival, stay at the camping area and spend tourist dollars at local shops and restaurants.

# 5. FINANCIAL MATTERS:

Granting permission for the exemption will generate potential non-tax revenue for the two-day event. The estimated non-tax revenue generated from camping on the Libro Centre grounds is expected to be between \$1,000.00 and \$1,975.00 for the weekend. Any damage to grounds is the responsibility of the organizer, as outlined in the lease agreement.

# 6. **CONSULTATIONS**:

The event organizer was consulted on the designated areas to ensure the least amount of interference with the festival's foot traffic during the weekend. The organizer concurs with Administration's recommendation.

# 7. <u>CONCLUSION</u>:

Administration recommends relief of the Parks By-law to allow camping at the Libro Centre for the Woofa-Roo Pet Festival.

Rick Daly

Manager, Recreation Services

RD

# **Report Approval Details**

Document Title:	Relief of Parks By-law for Woofa-Roo Pet Festival.docx
Attachments:	<ul><li>Woofa-Roo Camping Agreement - 2017 Draft.pdf</li><li>Camping Areas at Libro Centre.pdf</li></ul>
Final Approval Date:	Apr 19, 2017

This report and all of its attachments were approved and signed as outlined below:

Justin Rousseau - Apr 13, 2017 - 11:11 AM

Mark Galvin - Apr 13, 2017 - 1:29 PM

John Miceli - Apr 13, 2017 - 2:16 PM

Paula Parker - Apr 19, 2017 - 11:41 AM



THIS LEASE AGREEMENT made on this \_\_\_\_ day of August, 2017 BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG (Hereinafter referred to as the "Town")

-and-

Woofa-Roo Pet Festival (Hereinafter referred to as the "Pet Festival")

WHEREAS the Town is the registered owner of certain lands and premises situate, lying and being in the Town of Amherstburg, and known municipally as 3295 Meloche Road, Amherstburg, Ontario, (Hereinafter referred to as the "Libro Centre");

AND WHEREAS the Pet Festival, seeks a premises for the purpose of providing temporary camping facilities on site at the Libro Centre for participants of the Pet Festival and their dogs;

AND WHEREAS the Town and the Pet Festival agree that the use of identified areas within the Libro Centre grounds will be of benefit as a temporary campsite during the event;

THEREFORE IN CONSIDERATION of the mutual covenants contained herein and such other valuable consideration as has been exchanged between the parties, the receipt of which is acknowledged, the parties hereto agree as follows:

## **Demise**

1. The Town hereby demises and leases to the Pet Festival two designated areas on the grounds of the Libro Centre, (the "demised premises") as identified in Appendix "A" attached hereto.

# **Purpose**

- 2. The Pet Festival shall use the demised premises exclusively for the purpose of providing camping opportunities to participants and their dogs competing in the different animal sporting events located at the Libro Centre during the Pet Festival.
- 3. In addition to the use of the premises for participant camping, the Town will provide shower facilities located at the WFCU Fieldhouse for campers, solely, to

use between 6:00pm on August 11, 2017 to 8:00am on August 12, 2016 and 6:00pm on August 12, 2017 to 8:00am on August 13, 2017.

# Operation

4. Save and except the use of the shower facilities, as detailed in section 3, the Pet Festival shall bear all costs of the operation of the grounds identified in Appendix A of the Libro Centre during the event, and any damage to the demised premises caused by the event and activities relating directly or indirectly to the Pet Festival. Refer to section 16 of this agreement for further information on damages.

# Site Location(s)

- 5. Camping facilities are restricted to two areas on the grounds of the Libro Credit Union Centre, as outlined in Appendix A. Area 1 is 60,000 square feet with a maximum camper accommodation of 40 sites. Area 2 is 55,300 square feet with a maximum camper accommodation of 37 sites.
- 6. The Pet Festival will be responsible for the administration of the sites including, but not limited to, payment for the sites by the campers and site selection.

#### Term

7. Subject to the termination provisions herein, the Term shall commence on August 11, 2017, at 4:00pm and all camping vehicles and equipment shall be removed from the premises by 8:00 pm on August 13, 2017.

# **Early Termination**

8. The Town may, at its sole discretion, terminate this Agreement in the event that the Pet Festival contravenes any of the provisions of this lease, ceases to operate, or the premises become unusable due to inclement weather.

# **Hours of Operation**

- 9. The Pet Festival camping shall be open to the participants to park their camping vehicles at a specified location on Friday, August 11, 2017, no sooner than 4:00pm.
- 10. The Pet Festival is open to the public during the hours of operation on Saturday August 12, 2017 from 10:00 am to 6:00 pm and Sunday, August 13, 2017 from

10:00 am to 6:00 pm. For the safety of festival participants and patrons, camping vehicles are not permitted to enter or exit the demised premises during the Pet Festival hours listed, except in extreme emergency circumstances.

11. The Pet Festival may extend the hours of access for the purposes of camping vehicles entering or exiting the demised premises, upon written permission from the Town.

#### **Fees**

- 12. The Pet Festival shall occupy the demised premises for the purposes as mentioned in paragraph 2. The fee schedule for the use of the demised premises is as follows:
  - a) Upon execution of this agreement a deposit of \$250.00 will be due and payable to the Town of Amherstburg. The deposit will be returned to the Pet Festival once it is determined that no damage has occurred on the demised premises as a result of the event.
  - b) The Pet Festival agrees to pay the Town \$1000.00 plus HST for rental of the demised premises for up to 50% of maximum capacity (39 sites occupied).
  - c) The Pet Festival agrees to pay the Town \$25.00 plus HST per camp site above 50% occupancy (over 39 sites occupied).
- 13. The Town will invoice the Pet Festival with a breakdown of fees seven (7) days after the completion of the event.

#### Insurance

- 14. The Pet Festival shall provide proof of insurance with respect to the demised premises, including commercial general liability coverage of no less than \$2 Million, as well as property coverage in a form satisfactory to the Town in which the Town is named as an additional insured to the policy.
- 14. A certificate of insurance shall be provided by the Pet Festival to the Town before the commencement of the term of this lease.
- 15. All required insurance shall be endorsed to provide that the policies shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town.

#### **Use of the Demised Premises**

- 16. In its use of the demised premises, the Pet Festival shall observe all laws and shall not suffer any waste, damage or injury to the demised premises. Damage to the demised premises, as referenced in section 5, including excessive damage due to inclement weather, is the responsibility of the Pet Festival.
- 17. The Pet Festival shall comply with all rules and regulations that the Town may impose on reasonable notice and after prior consultation with the Pet Festival, including but not limited to:
  - a. **Security:** The Pet Festival will hire a company to provide security on the grounds at 9:00 pm on Friday August 11 until 6:00 am on Saturday August 12, 2017 and again at 9:00 pm on Saturday August 12 until 6:00 am on Sunday August 13, 2017.
  - b. **Open Air Burning:** Open air burning is prohibited on Town of Amherstburg property. The use of approved natural gas or propane appliances and charcoal briquettes are permitted. The use of wood for cooking or campfires is not permitted.
  - c. **No Dumping:** The Pet Festival will be responsible for ensuring that all garbage and waste, including grey water and sewage waste, is disposed of appropriately through the use of a properly certified waste disposal company.
  - d. **No Alcohol**: No alcohol is permitted to be consumed on the demised premises for the duration that this agreement is in effect.

## Maintenance, Repair and Alterations of the Demised Premises

- 18. The Pet Festival shall keep the demised premises in a good and reasonable state of repair.
- 19. The Pet Festival shall immediately report to the Town any dangerous conditions with respect to the state of repair of the Demised Premises.
- 20. The Pet Festival shall not make any alteration to the demised premises without the prior written consent of the Town.

# **Entry by the Town**

21. The Town may enter the demised premises at any time.

# **Assignment or Subletting**

22. The Pet Festival shall not assign or sublet its rights under these lease to any party.

# Indemnity

23. The Pet Festival shall indemnify and save harmless the Town from any losses or claims, actions, demands, liabilities, damages and expenses in connection with loss of life, personal injury and/ or damage to or loss of property arising from the use by the Pet Festival of the demised premises howsoever arising.

# Relationship

24. By entering into this lease, the parties agree that the only relationship created between the parties is one of landlord and tenant, and that the parties are not and shall not represent themselves to be employer-employee, contractor, partners, agents, joint ventures or any other relationship.

# Marketing

25. The Pet Festival shall be responsible for its own marketing, but shall co-operate with the Town on any joint marketing the Town may deem appropriate.

#### **Notice**

26. Each party shall provide particulars for the giving and receiving of notice which generally may be given in writing or electronically, subject to provisions in this lease which require notice to be in writing.

## Registration

27. This Lease shall not be registered and the Pet Festival acknowledges that it does not have any rights in the demised premises except as set out herein.

## **Entire Agreement**

28. This Lease constitutes the entire agreement between the parties, save and except, any amendments made in writing and signed by both parties and any rules and regulations as provided by the Town to the Pet Festival.

# **Representation as to Authority**

29. Each party represents that it has authority to enter into this Lease and all its terms and that the individual signing on its behalf has authority to bind the corporation.

IN WITNESS WHEREOF the parties have duly executed this Lease.

THE CORPORATION OF THE TOWN O AMHERSTBURG	F
Mayor – Aldo DiCarlo	
Clerk – Paula Parker	
WOOFA-ROO PET FESTIVAL	
Per:	
Name: Lorene Clayton	
Position: Principle	
I have authority to bind the entity	



#### THE CORPORATION OF THE TOWN OF AMHERSTBURG

#### OFFICE OF ENGINEERING AND PUBLIC WORKS

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Shane McVitty	Report Date: March 20, 2017
Author's Phone: 519 736-3664 ext. 2318	Date to Council: April 24, 2017
Author's E-mail: smcvitty@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: 8th Concession Road Drain South - Tender Results

# 1. **RECOMMENDATION:**

It is recommended that:

- The report from the Drainage Superintendent and Engineering Coordinator dated March 20, 2017, regarding the 8th Concession Road Drain South- Tender Results BE RECEIVED;
- 2. An agreement with Nevan Construction Inc. to complete the 8th Concession Road Drain South **BE AUTHORIZED** in the amount of \$389,643.00 (excluding H.S.T.);
- 3. The Project Cost for 8th Concession Road Drain South in the amount of \$491,279.91 **BE FUNDED** as follows:
  - i. The **2017 Drainage Expense in Operational Budget** in the amount of \$5,412.74
  - ii. The **2017 Watermain Expense in the Water Operational Budget** in the amount of \$15,821.19
  - iii. The **assessment** to the County of Essex in the amount of \$182,195.55
  - iv. The **assessment** to Town Residents in the amount of \$287,850.43 and,
- 4. By-law 2017-24 being a by-law to enter into an agreement with Nevan Construction Inc. to complete the 8th Concession Road Drain South be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

# 2. BACKGROUND:

The Town recently advertised on the Town's website using the Bids and Tenders bidding system for the 8th Concession Road Drain South. The tender includes the brushing and cleanout of the 8th Concession Road Drain South, the replacement of residential and agricultural access culverts, the replacement of the existing road crossing culvert across Howard Avenue (County Road 9) near the intersection of County Road 18. The Town's consulting engineer for this project is Rood Engineering Inc.

# 3. <u>DISCUSSION</u>:

On February 13, 2017, the Town advertised tenders for the 8th Concession Road Drain South. The plans were picked up by 20 contractors and circulated to the local Construction Associations. Tenders closed for this project at 11:00 a.m. on Tuesday, March 7, 2017. The Town received 5 tender submissions and a public tender opening was held shortly after 11:00 a.m.

The Project Engineer for Rood Engineering Inc. completed a review of the tenders to ensure there were no mathematical errors in the tenders. There were no errors or omissions with any of the tenders reviewed. The tender results are:

1.	Nevan Construction Inc.	\$ 389,643.00 plus HST
2.	S.L.R. Contracting Group Inc.	\$ 424,314.00 plus HST
3.	Shearock Construction Group Inc.	\$ 424,460.00 plus HST
4.	D'Amore Construction (2000) Ltd.	\$ 435,609.00 plus HST
5.	Murray Mills Excavating and Trucking (Sarnia) Ltd.	\$ 489,100.00 plus HST

# **Project History**

The 8<sup>th</sup> Concession Road Drain South is a municipal drain located along the west side of Howard Avenue (County Road 9) between County Road 20 and County Road 18. At the lower end of the drain, it crosses Howard Avenue before discharging into the Long Marsh Drain. Within the drain, there are a number of residential and agricultural access bridges.

In response to a landowner request to improve a failing drain enclosure culvert, within the 8<sup>th</sup> Concession Road Drain South, Council appointed Rood Engineering Inc. to complete a drainage report on June 25, 2012. Following an on-site meeting with affected landowners, the scope of work was expanded to include examination and improvements to all of the bridges within the drain as well as a complete clean-out of

the entire drain. A report was completed by Rood Engineering Inc. which recommended the following:

- Complete removal of the existing road crossing culvert across Howard Avenue and relocation of said culvert further south of the Howard Avenue / County Road 18 intersection.
- Replacement of two (2) of the existing bridges, three (3) of the existing drain enclosure culverts, and headwall replacements for a single bridge. The remaining five (five) access bridges are to be cleaned to remove accumulated sediment.
- Complete brushing and cleaning of the entire open drain (approximately 3260 metres)

This report followed all procedures mandated by the Drainage Act and was ultimately adopted by Council under By-law 2016-76 on December 12, 2016.

# 4. RISK ANALYSIS:

The bridges within the 8th Concession Road Drain South that have been identified as needing immediate replacement are in poor condition and may fail if left in their current state. These bridges provide access to residential and agricultural properties and are used frequently by their respective owners. Failing to replace these bridges in an expedient manner could place the landowners in jeopardy as they continue to use them. Also, and in some cases, deteriorated culvert piping is permitting gravel and earthen backfill to migrate into the drain. This can cause flow blockages, thereby decreasing the ability of the drain to efficiently convey water, resulting in an increased risk of water overtopping driveways and upstream flooding.

The open portion of the 8th Concession Road Drain South system is presently in need of a clean out to remove brush and sediment that has accumulated over the years. Failure to do so may cause water issues within the watershed of the drain. The inability of the drain to efficiently convey water puts both residential and agricultural areas in jeopardy of flooding which may result in economic hardship for those owners in the agricultural areas. In addition, poor storm water conveyance increases the risk of water overtopping municipal roadways and hindering the usage of lands within the watershed further exposing the municipality to risk.

Under the Drainage Act, the municipality can be held responsible for damages due to flooding if the improvements are not completed.

## 5. FINANCIAL MATTERS:

The tender results for the 8th Concession Road Drain South is as follows:

Total Tender Project Cost (Nevan Construction Inc.)	\$ 389,643.00 (1)
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Engineering and Professional Fees (to date)	\$ 54,932.92
Estimated Engineering to Project Completion	\$ 20,160.00
Cost of ERCA Permit	\$ 800.00
Allowances (per Engineer's Report)	\$ 13,919.00 <sup>(2)</sup>
Interest (to date)	\$ 3,645.64 <sup>(3)</sup>
Non-Refundable HST	\$ 8,179.3 <u>5</u>
TOTAL PROJECT COST	\$ 491,279.91

- (1) Tender amount includes a contingency amount of \$33,700.00.
- (2) Allowances to be paid to lands specified under the Drainage Report, cost of which makes up part of the total project cost, collected through assessment.
- (3) Interest charges will be adjusted for construction period and recovered from respective parties

As this is a drainage project being conducted under the provisions of the Drainage Act, final project costs will be assessed to affected landowners according to the reconsidered drainage report prepared by Rood Engineering Inc., dated September 12, 2016.

# 8th Concession Road Drain South - Funding Sources

	Town of Amherstburg	County of Essex	Residents	Total
Engineer's				
Assessment <sup>(1)</sup>	\$17,159.00	\$147,231.00	\$232,610.00	\$397,000.00
Actual <sup>(2)</sup>	\$21,233.93 <sup>(3)</sup>	\$182,195.55	\$287,850.43	\$491,279.91
Variance	\$4,074.93	\$34,964.55	\$55,240.43	\$94,279.91

- (1) Values per the Schedule of Assessment by Rood Engineering Inc.
- (2) Values consider all project costs incurred to date, Tender submission from Nevan Construction Inc. estimated engineering costs to complete the project, ERCA permit fees, interest charges, allowances, and non-recoverable HST.
- (3) Town of Amherstburg Funding Sources are broken down according the chart below

The Town of Amherstburg Funding Sources are further broken down as follows:

	Drainage Operational Budget	Watermain Operational Budget	Total
Engineer's			
Assessment	\$4,374.00	\$12,785.00	\$17,159.00
Actual	\$5,412.74	\$15,821.19	\$21,233.93
Variance	\$1,038.74	\$3,036.19	\$4,074.93

# 6. **CONSULTATIONS**:

The Consulting Engineer reviewed the tender submissions for errors and omissions and none were found with the lowest compliant bid. They are recommending awarding the contract to Nevan Construction Inc. Administration supports the recommendation.

# 7. **CONCLUSION**:

Administration is recommending that Council award the 8th Concession Road Drain South to Nevan Construction Inc. and that the cost of this project be shared by the Town of Amherstburg Drainage and Watermain operational budgets, the County of Essex, and the affected landowners, all in accordance with the reconsidered drainage report prepared by Rood Engineering Inc., dated September 12, 2016.

Shane McVitty

Drainage Superintendent and Engineering Coordinator

**Todd Hewitt** 

**Manager of Engineering** 

North Sent

sm

# **Report Approval Details**

Document Title:	8th Concession Road Drain South – Tender Results.docx
Attachments:	<ul> <li>- 2017-03-16 8th Con Rd Dr S signed tender review REI.pdf</li> <li>- By-law 2017-24 8th Conc Road Drain South.doc</li> <li>- Nevan Bid and Agreement.pdf</li> </ul>
Final Approval Date:	Apr 18, 2017

This report and all of its attachments were approved and signed as outlined below:

Antonietta Giofu - Apr 13, 2017 - 10:42 AM

Justin Rousseau - Apr 13, 2017 - 4:29 PM

Mark Galvin - Apr 18, 2017 - 1:08 PM

John Miceli - Apr 18, 2017 - 2:05 PM

Paula Parker - Apr 18, 2017 - 6:56 PM

## Consulting Engineers

# VIA email

March 16th, 2017

Corporation of the Town of Amherstburg Attn: Shane McVitty, P.Eng., Drainage Superintendent 512 Sandwich Street South Amherstburg, Ontario N9V 3R2

Dear Shane:

8TH CONCESSION ROAD DRAIN SOUTH Reconsidered Report (Geographic Twp. of Malden) REI Project 2012D017 Town of Amherstburg, County of Essex

Tenders for the above noted project closed on Tuesday March 7th and were opened shortly afterwards by the Town. The documents were emailed to our office and reviewed on March 16th. Five (5) Tenders were received for this project and these may be summarized as follows:

ITEM <u>No.</u>	CONTRACTOR	TENDER AMOUNT (excl. H.S.T.)	START <u>DATE</u>	COMPLETION DATE
1.	Nevan Construction Inc.	\$ 389,643.00	Sep. 5	Sep. 30
2.	S.L.R. Contracting Group Inc.	\$ 424,314.00	July 1	Sep. 30
3.	Shearock Construction Group Inc.	\$ 424,460.00	July 1	Sep. 30
4.	D'Amore Construction (2000) Ltd.	\$ 435,609.00	July 10	Sep. 30
5.	Murray Mills Excavation & Trucking (Sarnia) Ltd.	\$ 489,100.00	Apr. 3	Sep. 30

It is our understanding that all of the Contractors have provided a Bid Bond or equivalent in the amount of 10% of the tender price. We have reviewed the three (3) lowest tenders

The Nevan Tender is generally complete and accurate. The tender price excluding the Contingency amount of \$33,700.00 is approximately 132% of the report estimate and below the 133% allowed by the Drainage Act. We also find the unit prices generally appear to be fair and

balanced. The price for this Tender is approximately 10% lower than the other lowest Tenders for the work.

The next lowest Tender of S.L.R. Contracting Group, at \$424,314.00, is 144% of the Engineer's Estimate excluding the contingency. The Town would have to go back to the owners to consider this price if S.L.R. Contracting was to be awarded the job, or for any of the other Tenders submitted. The S.L.R. Contracting Tender is complete and accurate and appears balanced. This tender and the Shearock tender are both accurate and complete.

The three lowest tenders have a mix of low, mid and high prices for the various items suggesting that they are fair and balanced. The Nevan tender generally has the lowest prices for the work items but has a price for item 11.a) quarried limestone that is approximately 50% higher than the other two prices, but this is not expected to be a major concern. From working with Nevan on past projects, we have found that it is important to have a preconstruction meeting to review the work in detail, and then work closely to supervise this Contractor for the bridge work and potentially the ditching work, since they are relatively new to the drainage field. This typically results in somewhat higher engineering incidental costs than usually experienced with older drainage contractors, but assures a well completed project.

Based on all of the above, we would recommend that the Town enter into an Agreement with Nevan Construction Inc. in the amount of \$440,296.59. This amount includes \$50,653.59 Harmonized Sales Tax (H.S.T.). This Tenderer for the project has indicated a longer start up time so we expect that construction for this project will commence in early September but still be able to be completed by the target date of end September. Upon receipt of further instructions from the Town, we can prepare the Agreement form for the construction of the works and arrange for the Contractor and the Town to sign the Contract copies based on the Contractor selected by the Town.

We trust that the above is sufficient for your purposes. Should there be any questions regarding same, please do not hesitate to contact us.

We respectfully remain,

Yours very truly,

Rood Engineering Inc.

Gerard Rood

Gerard Rood, P.Eng.

GR/

#### THE CORPORATION OF THE TOWN OF AMHERSTBURG

#### **BY-LAW NO. 2017-24**

### By-law to enter into a contract with Nevan Construction Inc. for the 8<sup>th</sup> Concession Road Drain South

**WHEREAS** under Section 9 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**AND WHEREAS** under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into a contract with Nevan Construction Inc. for the 8<sup>th</sup> Concession Road Drain South.

**NOW THEREFORE** the Council of The Corporation of the Town of Amherstburg enacts as follows:

- 1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
- 2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
- 3. 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 24th day of April, 2017.

MAYOR – ALDO DICARLO
MUNICIPAL CLERK – PAULA PARKER

#### **FORM OF TENDER**

#### **CONTRACTOR IDENTIFICATION SHEET**

BUNSINESS NAME OF CONTRACTOR:	Hevan Construction Inc.
MAILING ADDRESS OF CONTRACTOR (including postal code):	950 Seach FF Drive Kingsville, DN N9Y 1K9
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	Walter Branco
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	519-733-3332
FAX NUMBER OF CONTRACTOR:	519-133-6154
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	Walter enevanconstruction ea
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	Walter Branco
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	President

SIGNATURE OF PERSON AUTHORIZED TO ACT ON BEHALF OF PROPONENT:

**CORPORATE SEAL:** 

Wate 2

(Please affix Corporate Seal)

#### If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this tender document is authorized to act on behalf of the proponent and is legally able to bind the company."

\_\_\_\_\_ Signatory Initials

#### **TENDER PRICE**

the locality and site of the Works, Drawings and Specifications as prepared by The Town of Amherstburg and Rood Engineering Inc. hereby offer to furnish all materials including all appropriate sales taxes and perform all the work necessary as described in the above documents and in accordance with the said documents under the supervision of the Project Manager of the Town of Amherstburg, made up as follows:

Item	Item	Unit	Estimated	Unit Price	Estimated
No.			Quantity		Total
1)	Existing Bridge No. 1; Carefully remove existing concrete endwalls each end, completely remove and dispose of existing C.S.P. arch and all materials that are unsuitable, including any deleterious material encountered; place granular backfill including compaction; restore gravel shoulder and paved travel surface including 300mm thick Granular "A" travel surface; 150mm thick asphalt surface; extend existing 600mm diameter C.S.P. at southwest corner with approximately 3.0m of 2.0mm thick aluminized C.S.P. including bolted coupler; supply and place 300mm thick rock on filter cloth protection on drain bank adjacent the southwest corner of existing bridge; remove and plug existing pipe stub opening at Long Marsh Drain bridge under County Road 18 with galvanized corrugated steel plates formed to the culvert and bolted in place; salvage existing rip rap; brush and fill existing open drain from Long Marsh Drain west to County Road 9 and brush and grade roadside swale to direct flows west and south; relay existing road ditch pipes; provide topsoil placement, seeding and mulching, and restoration and clean up, complete.  (County of Essex)	Lump	1	\$29955	\$29 <i>955</i>

Item No.	ltem	Unit	Estimated Quantity	Unit Price	Estimated Total
				, , , , , , , , , , , , , , , , , , ,	
2)	Relocated Bridge No. 1; Excavate open drain from Long Marsh Drain westerly, completely remove and dispose of any deleterious material encountered; provide pipe bedding, supply and install a new road access bridge at the location shown on the plans consisting of 27.0 metres (88.6 ft.) of 2800 span X 1950mm rise corrugated steel pipe arch, 3.5mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugations, including 9 corrugation bolted couplers; sloped quarried limestone on filter cloth end protection; one 3.0m long and one 9.0m long 450mm diameter 2.8mm thick aluminized C.S.P. stubs at east side of road to connect road ditches to the north and south; granular backfill including 300mm thick Granular "A" travel surface; 150mm thick asphalt surface; 300mm thick rock on filter cloth protection on drain bank at Long Marsh Drain; coordinate lowering of utilities with each affected party; topsoil placement, seeding and mulching, and restoration and clean up, complete. (County of Essex)	Lump	1	\$66,183	\$66,183
3)	Bridge No. 2; Completely remove and dispose of the existing structure and endwall materials that are unsuitable, including any other deleterious material encountered; restore drain cross section; prepare drain at new location including all brushing, grubbing and topsoil removal, provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of 16.0 metres (52.5 ft.) of 1600mm diameter, 2.0mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugations, including 9 corrugation bolted coupler; 305mm thick sloped quarried limestone rip rap on filter cloth end protection; granular backfill including 300mm thick Granular "A" travel surface; topsoil placement, seeding and mulching, and restoration and clean up, complete. (806574 Ontario Inc.)	Lump		\$24213	\$24213

item No.	ltem	Unit	Estimated Quantity	Unit Price	Estimated Total
4)	Bridge No. 4; Excavate drain, completely remove and dispose of the existing north concrete headwall materials that are unsuitable, including any other deleterious material encountered; fix up pipe end including shortening pipe if needed, supply and install a new precast concrete block headwall on north end with 1.5 m. wide rock on filter cloth protection on the slope adjacent to the headwall; granular backfill including compaction, topsoil placement, seeding and mulching, and restoration and clean up, complete. (Alan Quesnel)	Lump	1	\$17,046	\$17,046
5)	Bridge No. 6; Excavate drain, completely remove and dispose of the existing structure and endwall materials that are unsuitable for reuse, including any other deleterious material encountered; provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of 37.0 metres (121.4 ft.) of 1400mm diameter, 2.0mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugations, including 9 corrugation bolted coupler; enlarge concrete headwall openings and grout in new pipe; granular backfill including 300mm thick Granular "A" travel surface; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Dennis Hallatt)	Lump	1	\$ 35055	\$ <b>35</b> ,055
6)	Bridge No. 7; Excavate drain, completely remove and dispose of the existing structure and materials that are unsuitable, including any other deleterious material encountered; provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of 7.0 metres (23.0 ft.) of 1400mm diameter, 2.0mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugations, including 9 corrugation bolted couplers; enlarge existing headwall openings and grout in new pipe; granular backfill including 300mm thick Granular "A" top course;	Lump	1	\$13,248	\$3,248

Item No.	ltem	Unit	Estimated Quantity	Unit Price	Estimated Total
	protect existing tiles and pipes; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Ruby Martin)				
7)	Bridge No. 9; Excavate drain, completely remove and dispose of the existing structure and endwall materials that are unsuitable, including any other deleterious material encountered; provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of 98.0 metres (321.5 ft.) of 1200mm diameter, 2.0mm thick, aluminized steel type II corrugated Hel-Cor pipe with annular ends and 125 x 25mm corrugations, including 9 corrugation bolted coupler; sloped quarried limestone on filter cloth end protection; granular backfill including 300mm thick Granular "A" travel surface at driveways; topsoil placement, seeding and mulching, temporary fencing, restoration and clean up, complete. (Kerri Montgomery)	Lump	1	\$60,293	\$ 60,293
8)	Bridge No. 10; Completely remove and dispose of the existing structure and endwall materials that are unsuitable, including any other deleterious material encountered; restore drain cross section; prepare drain at new location including brushing, grubbing and topsoil removal, provide pipe bedding, supply and install a new access bridge at the location shown on the plans consisting of 25.0 metres (82.0 ft.) of 900mm diameter, smooth wall Boss 2000 H.D.P.E. pipe, including wrap couplers; sloped quarried limestone on filter cloth end protection; granular backfill including 300mm thick Granular "A" travel surface; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Jon Parks)	Lump	1	\$ 25,863	\$ 25,863
9)	Station 0+004.5 to Station 3+265.5; Carry out bottom dipping and excavation of the drain to remove accumulated sediment and restore the drain to the profile grade and sections shown on the plans, including all leveling, hauling and disposal of material where specified, approximately 3,261 metres (3,210 cubic metres).	m	3,261	Per lineal metre	\$ 48,9 <i>15</i>

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total	
					10.00	J
10)	Station 0+000.0 to Station 3+265.5; Carry out cleaning of the drain pipes to remove accumulated sediment and restore the drain to the profile grade on the plans, including removal of any deleterious materials, all hauling and disposal of material, complete:			Per lineal metre		
	a) Bridge No. 3: <u>14.5</u> metres	m	14.5	\$ 70	\$ 1015	/
	b) Bridge No. 5: 12.2 metres	m	12.2	\$ 70	\$ 854	~
	c) Bridge No. 8: <u>6.2</u> metres	m	6.2	\$ 70	\$ 434	1
	d) Bridge No. 11: <u>59.4</u> metres	m	59.4	\$ 70	\$ 4158	1
	e) Bridge No. 12: <u>12.3</u> metres	m	12.3	\$ 70	\$ 861	/
11)	Station 0+000.0 to Station 3+261.7; Provide quarried limestone rip rap on filter cloth general erosion protection on drain banks at surface water inlets, eroded main tile outlets, slumped bank areas and for rock chute inlets, including excavation, removal of any deleterious materials, all hauling and disposal of material, supply and place rock on filter cloth, complete:  a) Quarried limestone: approximately	Tonnes	150	\$ 80	\$ 12,800	
	b) Filter cloth: approximately 300 square metres	Sq.m	300	\$ 2	\$ 12,800	/
12)	Relocated Bridge No. 1; Lower 150mm watermain near east end of road crossing including all excavation, fittings, restraints, assembly, installation, disinfection, backfill, compaction and restoration, to the full satisfaction of the Town Water Department, complete.	Lump	1	\$5000	\$ 5000	
13)	Station 0+000.0 to Station 3+261.7; Supply and install approximately 75 standard lateral tile drain "ditch end" extensions to the outlet end of existing damaged 100mm diameter lateral tiles entering the drain, including excavation, rodent grate, backfill, compaction, topsoil	Each	75	\$ 100	\$ 7,580	/

item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total	
	placement and seed and mulch, complete.					
14)	Station 0+000.0 to Station 3+261.7; Supply and install new heavy duty H.D.P.E. plastic tile main extensions, including connections, rodent grate, removal of any deleterious materials, excavation, backfill, compaction and restoration, complete:					
	a) 3.0 metres (10') of 150mm (6") diameter pipe for 150mm diameter tiles: <u>5</u> required	Each	5	\$ 250	\$ 1,250	
	b) 3.0 metres (10') of 200mm (8") diameter pipe for 200mm diameter tiles: <u>5</u> required	Sq.m	5	\$ 300	\$ 1,500	-
15)	Contingency Amount (for construction)	Lump	1	\$33,700.00	\$ 33,700.00	

\$ 389,643.60 \( \)

HST 13% \( \\$ 50,653.59 \)

TOTAL TENDER PRICE \( \\$ 440,296.59 \)

Note: The Town reserves the right to delete items of work from the Contract after awarding the contract.

SIGNATURE OF PERSON AUTHORIZED TO ACT ON BEHALF OF PROPONENT:

**CORPORATE SEAL:** 

Water

(Please affix Corporate Seal)

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this tender document is authorized to act on behalf of the proponent and is legally able to bind the company."

\_\_\_\_\_ Signatory Initials

#### **CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE**

Please include a list of other similar projects and services completed by your firm and for whom the services were provided, when they were provided, and the approximate value of services provided.

2015	O'Neil Drain; \$101,000 ; Tecumseh
2014	North Town line Dain: 9191,000: Amber
2014	St. Clair Pathway; \$ 490,000; Latreshore
2014	8t. Clair Pathway; \$490,000; Laheshore Ruscom River Oatlet; \$43,000; Lakeshore
2013	Dowson Drain Improvements; \$9,000; Latre
2013	Mulden Rd Drain: \$248,000! Tecumsen
2013	Battersby Drain; 80,000; Tecumseh Brown Creek; 12,000; CahoShore
2012	Brown Creek; \$12,000; cahoShore
2012	Cappain Drain; \$20,000; Latreshore

<sup>\*</sup>Provide any attachments in this regard immediately following this sheet

#### **REFERENCES**

Provide a minimum of three (3) related projects successfully completed by the firm. Note that the references may be contacted.

Reference No.1
Company Name: Town of Learning ton
Address: 10 Hazelton Street Learning ton N8# 186
Contact Name & Title: Nelson Carvalho Manager
Telephone Number: <u>519-326-4454</u> Fax Number: <u>519-326-5987</u>
Description of Project: Waterman Replacement and Restoration
at Murgan & Georgia
Date of Project: Taly 2016
Reference No.2
Company Name: Crozeer Bourd
Address: 102-27 Princess street Leumington ON N8H 2X8
Contact Name & Title: Mathew Baird
Telephone Number: 519-326. 6161 Fax Number: Don't have a fax
Description of Project: Watermain + Road Reconstruction on
Gosfield Avenue Kssex
Date of Project: June 2014

#### REFERENCES- (cont'd)

Reference No.3
Company Name: Dillon Consulting Limited
Address: 18th Fifth Street South Chatham, ON N7M 4V4
Contact Name & Title: Tim Oliver
Telephone Number: <u>519-354-7868</u> Fax Number: <u>519-354-3050</u>
Description of Project: Watermain Drainage
Date of Project: May 2013

<sup>\*</sup>Provide any attachments in this regard immediately following this sheet

#### ACKNOWLEDGEMENT OF TENDER DOCUMENTS AND ADDENDA RECEIVED BY BIDDER

I/We, the	e undersigned, hereby acknowledge and c	onfirm on behalf of:				
_Ne	van Construction					
documen		ed in the Table of Contents contained in this details required to permit me/us to submit a				
1.	I/We declare that this bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Tender for the supply of the same goods and services.					
2.	I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the goods and services described herein.					
3.	continuously on this project (weather): September 5,20	quipment and labour at the site to work ther conditions permitting) on (provide 1777) and agree to complete the being as soon as possible subject to timing 7.				
4.	<del>-</del>	ved the following addendum to this Request sponsibility to ensure that all addenda issued erstburg has been received.				
Ro	eceipt of Addendum No: to _	<u>O</u>				
Si	gnature:	Corporate Seal:				
_	Wat	(Please affix Corporate Seal)				
<u>If</u>	a corporate seal does not exist, please a	cknowledge the following:				
"	The signature of the person applied to this behalf of the proponent and is leg					
	9	Signatory Initials				
L						

#### **ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED**

I/We, the undersigned, hereby	/ acknowledge and confirm o	n behalf of:
Neven Constru	uetron	
•	_	d by the Town of Amherstburg after en our tender, or return the tender
I/We understand that the Tox	wn reserves the right to acc	e response after this call for tenders, ept our tender, negotiate the terms rithout being bound to award us with
The Town is not responsible to by reason of the acceptance o	-	ses, loss or damage subsequent to or on of any tender.
Signature:		Corporate Seal:
Nats		(Please affix Corporate Seal)
If a corporate seal does	s not exist, please acknowled	dge the following:
	person applied to this tender of proponent and is legally able	document is authorized to act on to bind the company."
	Signatory	ı Initials

#### <u>AGREEMENT</u>

**THIS AGREEMENT** made in quadruplicate this 5<sup>th</sup> day of April 2017.

#### BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

#### **NEVAN CONSTRUCTION INC.**

(hereinafter called the Contractor) of the second part.

**WHEREAS** the Corporation is desirous that certain works should be designed for the implementation of:

#### 8<sup>th</sup> CONCESSION ROAD DRAIN SOUTH

In the Town of Amherstburg and has accepted a Tender by the Contractor for this purpose.

#### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

The Contractor herby covenants and agrees to provide and supply at his expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Tender dated the:

#### 10th day of February 2017

And the Contract Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of:

Three Hundred Eighty-Nine Thousand, Six Hundred Forty-Three dollars and Zero Cents

(\$389,643.00) excluding H.S.T.

The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Engineering and Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution of negligent execution thereof by the Contractor, its servants, agents or employees.

The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contactor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.

WITNESS AS TO SIGNATURE OF CONTRACTOR	Contractor's Signature and Seal
	Contractor's Name
	Contractor's address
	CORPORATION OF THE TOWN OF AMHERSTBURG
WITNESS AS TO SIGNATURE OF CORPORATION	Aldo DiCarlo, Mayor
	Paula Parker, Clerk



# THE CORPORATION OF THE TOWN OF AMHERSTBURG OFFICE OF ENGINEERING & PUBLIC WORKS

#### **MISSION STATEMENT:**

Author's Name: Eric Chamberlain	Report Date: March 20, 2017	
Author's Phone: 519 736-3664 ext. 2312	Date to Council: 4/24/2017	
Author's E-mail: echamberlain@amherstburg.ca	Resolution #: N/A	

To: Mayor and Members of Town Council

Subject: Waste Collection – Windsor Disposal Services Contract Renewal

#### 1. **RECOMMENDATION:**

It is recommended that:

- 1. The report from the Manager of Roads and Fleet dated March 20, 2017 regarding the Waste Collection Contract **BE RECEIVED**;
- 2. The Waste Collection contract renewal for the period April 1, 2017 through March 31, 2027 in the amount of \$595,000 for year one to be funded annually, from the Public Works Operating Budget **BE APPROVED** with the price during the remaining years of the contract to be adjusted annually based on the change in total pickup points and the annual Consumer Price Index (CPI) as indicated in the renewal terms; and,
- That the Mayor and Clerk BE AUTHORIZED to sign an agreement with the Windsor Disposal Services, satisfactory in form to the Town Solicitor, in financial content to the Town Treasurer, and in technical content to the Director of Engineering and Public Works.

#### 2. BACKGROUND:

On March 19, 2012, the Town entered into a contract with Windsor Disposal Services (WDS) for the collection of waste including garbage, yard waste and leaf collection. The current contract expired on March 31, 2017. The current contract states:

"The Corporation shall have the right to renew this Contract, in its sole discretion, at an annual contract unit/household price that is satisfactory to both parties at the time of renewal."

Furthermore, Article 17.8 of the Town's Procurement Policy states:

"Where contracts and agreements provide provisions for optional extensions after the original contract period, and where the acquisition valued at \$100,000 and over, the Director shall provide to Council for their approval, a report that summarizes the following:

- a) That a contractor performance review has been conducted and the performance has been satisfactory in meeting the terms of the contract.
- b) Why the renewal is in the best interest of the Town of Amherstburg.
- c) Any contractual increases as a result of the extension of the original contract and the funding sources as approved by the Director of Financial Services."

#### 3. <u>DISCUSSION</u>:

Administration has met with Windsor Disposal Services representatives to discuss the renewal of the current contract. WDS has provided the following two proposals:

#### Proposal 1:

• A 5 year renewal at an increase of \$128,000 in year one, followed by CPI index in years 2-5.

#### Proposal 2:

A 10 year renewal at an increase of \$70,000 in year one, followed by CPI index in years 2-10

The proposed increase is related to the annual per household garbage waste pick-up. For example, with the 10 year extension option, the per-household garbage pick-up cost increases from \$44.40 to \$52.20 annually per household, a difference of \$7.80 per household or \$0.15 per week. The rates for garbage bin pick-ups, yard waste, leaves and Christmas trees will not change. Furthermore, there will be no changes to the current level of service for the collection of garbage, yard waste, leaves or Christmas trees.

In reviewing the proposals submitted by WDS Administration contacted municipal representatives in Essex County to determine if the proposed increase to rates offered by WDS were comparable to those provided to our surrounding municipalities. The proposed rate offered by WDS is consistent with the current rates provided to the municipalities in Essex County, all of which utilize WDS as their waste collection contractor. Many of the surrounding municipalities including Kingsville and LaSalle have chosen to renew existing contracts with WDS as the market place has not yielded better results for those municipalities that have chosen to tender the contract. In fact, on average, tender results have yielded much higher results than those who have negotiated renewals of existing contracts. It is important for Council to note that the Town of Tecumseh tendered their services in 2016 and WDS was the only tender submission that was received. The tender price received from WDS was significantly

higher than their previous contracted price. The Town chose to reject the tender and negotiated with WDS. In 2014, Lakeshore tendered their waste collection services; WDS was the only bidder in that process as well. Further information on this municipal comparison is provided to Council in the Personal and Confidential Memo accompanying this report.

During the course of the current contract with Windsor Disposal Services, Administration has been very satisfied with the services provided by WDS. Very few complaints have been received by the Town with respect to the services provided. Any concerns that have arisen have been immediately addressed by WDS staff. The results from the Community Based Strategic Plan Community Survey that was performed in preparation of the Community Strategic Plan showed very favourable comments and scoring for the Town's Waste Management/Recycling Program. Most respondents scored the current quality of service as "satisfied" or "very satisfied".

Furthermore, Administration will take this opportunity to remove any unnecessary duplication in the current contract that has caused ambiguity in administering the program. However, this will not alter the material content of the contract.

#### 4. RISK ANALYSIS:

The proposed rate of \$52.20 per household per year for garbage pickup is one of the lowest in Essex County and the Town risks the chance of a significant increase should Council wish to to tender the services instead of utilizing the renewal provisions in the existing contract.

#### 5. FINANCIAL MATTERS:

#### **Analysis of 5 year Proposal:**

	2017 Approved Budget	Proposed Increase Annually with 5 year Proposal	Impact on 2017	Expected Variance for 2017	2018 Budget
Garbage Collection	\$420,000.00	\$128,000	+\$96,000 <sup>1</sup>	(\$96,000)	\$548,000
Yard Waste – Hauling to Landfill	\$105,000.00	<u>0</u>	<u>0</u>	<u>Nil</u>	\$105,000
Total Budget Amount	\$525,000.00	\$128,000	0	(\$96,000)	\$653,000

<sup>1.</sup> Increase in costs are estimated based on start date of April 1 or 9 months

#### **Analysis of 10 year Proposal:**

	2017 Approved Budget	Proposed Increase Annually with 10 year Proposal	Impact on 2017	Expected Variance for 2017	2018 Budget
Garbage Collection	\$420,000.00	\$70,000	+\$52,500 <sup>1</sup>	(\$52,500)	\$490,000
Yard Waste – Hauling to Landfill	\$105,000.00	<u>0</u>	<u>0</u>	<u>Nil</u>	\$105,000
Total Budget Amount	\$525,000.00	\$70,000	0	(\$52,500)	\$595,000

<sup>1.</sup> Increase in costs are estimated based on start date of April 1 or 9 months

#### Savings realized by Town in years 1 to 5 by accepting the 10 year renewal:

Should Council elect to renew the contract for a period of 10 years the Town will save \$58,000 per year in years 1 to 5 for a total of \$290,000. This is a significant savings that will be realized by the Town. Although it is difficult to estimate what the costs would be for years 6 to 10 is would not be unreasonable to assume that the cost for the service would increase and that the savings that would be realized in year 6 to 10 would be a minimum of \$290,000. Through this proposal offered by WDS the Town has an opportunity to reduce the cost of the service by a total of \$580,000 over the life of the contract.

The price during the remaining years of the contract will be adjusted annually based on the change in total households (i.e. new home builds) and the annual Consumer Price Index (CPI). These conditions exist in the current contract with WDS. For 2017, the CPI increase has been factored into the approved Environmental Services Operating Budget. .

#### 6. CONSULTATIONS:

Bobbi Reive, Financial Planning Administrator

Representatives from Kingsville, Lakeshore, LaSalle, Leamington and Tecumseh were consulted.

#### 7. CONCLUSION:

The existing Waste Collection contract with Windsor Disposal Services expired on March 31, 2017. The contract has the option to renew provisions subject to satisfactory approval by both parties. Furthermore the negotiated contract extension meets the test

of Article 17.8 of the Town's procurement Policy for contract extensions as it in the best interest of the Town The contract extension with WDS is subject to Council approval and in light of the savings that can be achieved and the satisfactory serviced received by Windsor Disposal Services Administration is recommending a ten year extension to the current contract.

Eric Chamberlain

**Manager of Roads and Fleet** 

EC

#### **Report Approval Details**

Document Title:	Contract Extension - WDS.docx
Attachments:	N/A
Final Approval Date:	Apr 18, 2017

This report and all of its attachments were approved and signed as outlined below:

Antonietta Giofu - Apr 12, 2017 - 11:50 AM

Justin Rousseau - Apr 12, 2017 - 2:13 PM

Mark Galvin - Apr 13, 2017 - 10:46 AM

John Miceli - Apr 13, 2017 - 2:14 PM

Paula Parker - Apr 18, 2017 - 6:45 PM



#### THE CORPORATION OF THE TOWN OF AMHERSTBURG

#### OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Rebecca Belanger	Report Date: March 31, 2017
Author's Phone: 519 736-5408 ext. 2124	Date to Council: April 24, 2017
Author's E-mail: rbelanger@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: County File 37-T-17001, 1078217 Ontario Limited Kingsbridge

Subdivision, Part of Lots 12 and 13, Concession 1 (Anderdon)

#### 1. **RECOMMENDATION:**

It is recommended that:

- The report from the Manager of Planning Services dated March 31, 2017 regarding Draft Plan of Subdivision County File 37-T-17001, 1078217 Ontario Limited Kingsbridge Subdivision, Part of Lots 12 and 13, Concession 1 (Anderdon) BE RECEIVED; and,
- 2. By-law 2017-01 being a by-law to authorize the signing of a subdivision agreement be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same, subject to the inclusion of the following provision:
  - a. The agreement covers Blocks 1 to 55 of the subdivision for single detached residential units and Block 56 for a 0.3 metre reserve, as shown on Draft Plan of Subdivision 37-T-17001, prepared and certified by Andrew Mantha, O.L.S., VHBSS Inc., dated July 8, 2016, as approved by the County of Essex, March 31, 2017.

#### 2. BACKGROUND:

The subdivision agreement applies to a 4.896 ha (12.10 acre) vacant parcel of land located east of Knobb Hill Drive and north of McLellan Avenue, Part of Lots 12 and 13, Concession 1 (Anderdon). The agreement covers Blocks 1 to 55 single detached residential units and one (1) block (Block 56) for a 0.3 metre reserve in Kingsbridge Subdivision.

The County of Essex granted draft plan approval March 31, 2017 subject to a number of conditions including a provision that the applicant enter into a Subdivision Agreement to satisfy all the requirements, financial and otherwise, for the provision of services and other matters.

#### 3. <u>DISCUSSION</u>:

#### Provincial Policy Statement (PPS)

The application is consistent with the PPS in that the development promotes the efficient use of existing designated land and promotes cost-effective development patterns and standards to minimize land consumption and servicing costs.

#### County Official Plan (COP)

The application conforms with the policies of the COP.

#### Town of Amherstburg Official Plan (OP)

The subject lands are designated Low Density Residential in the OP which allows for residential development. Therefore the proposal conforms with the basic land use policies of the OP. There are no Natural Heritage features within or adjacent to the subject property that would trigger the requirement for an Environmental Impact Assessment.

#### Zoning By-law

At the March 20<sup>th</sup>, 2017 Council approved the rezoning of the subject lands from Agricultural (A) Zone to Residential First Density (R1) Zone. The subject development conforms to Zoning By-law 1999-52, as amended. The current zoning permits the construction of single detached dwellings.

#### Plan of Subdivision

A Plan of Subdivision is a legal survey (M-Plan) that divides a parcel of land into smaller lots or blocks and secures the developer's obligations through a Subdivision Agreement with the Town.

The developer/owner is required to sign a Subdivision Agreement with the Town prior to registration of the plan. Prior to registration of the plan, the owner must also fulfill all conditions provided in the County's Notice of Decision. Once the plan is registered, lots in the subdivision can be sold (legally transferred to the purchaser) and building permits issued.

The attached Subdivision Agreement clearly states the developer's obligations to the Municipality or County including:

 Provision of performance and maintenance securities to guarantee satisfaction of the developer's obligations under the Subdivision Agreement;

- Provision of a security to ensure the planting of trees by the developer to enhance the streetscape;
- Provision of public liability and property insurance during the period of construction;
- Installation of all stormwater management measures to the satisfaction the Town and the Essex Region Conservation Authority;
- Compliance with the Town's current Development Manual for the construction of roads, sewers, watermains, stormwater, sidewalks, lighting, fencing and other services in the subdivision:
- Requirement for the conveyance of easements as may be necessary for drainage and utilities;
- Developers responsibilities regarding damages;
- Provision for grass and weed maintenance until the transfer of the lots;

The developer's obligation relating to the dedication of parkland was fulfilled through initial phases of the Kingsbridge development. The entire requirement for the 5% parkland dedication was conveyed to the Town in one Block.

#### 4. RISK ANALYSIS:

Approval of the Subdivision Agreement for Phase 8B-1 will form one component of the completion of requirements for final approval of the subdivision approval process under the *Planning Act*. The servicing of this phase of Kingsbridge Subdivision provides a much needed extension of Welsh Avenue to Knobb Hill Drive. The residents living in the eastern portion of Kingsbridge Subdivision have been without a second access to Knobb Hill Drive as previous phases have been developed. Administration is of the opinion that the construction of this phase between Knobb Hill and the easterly portion of Welsh Avenue will provide a beneficial road connection for the neighbourhood.

#### 5. FINANCIAL MATTERS:

The cost associated with the applications and planning processes are the responsibility of the developer. Prior to undertaking servicing and site alteration, the developer will be required to provide all securities and insurance to the Town.

#### 6. CONSULTATIONS:

The Essex Region Conservation Authority (ERCA) provided correspondence which stated that "the lands are **not located within a regulated area** that is under the jurisdiction of the ERCA (Section 28 of the *Conservation Authorities Act*). As a result a **permit is not required** for issues related to Section 28. There is concern however with the potential impact of the quality and quantity of runoff in the downstream watercourse due to future development on this site. It is recognized that water resources management concerns are being addressed **through their comments on the Draft Plan of Subdivision and involvement in the review of the stormwater management plans for the subject development and request inclusion of the following conditions in the Subdivision Agreement:** 

- 1. That the developer undertakes an engineering analysis to identify stormwater quality and quantity measures as necessary to control any increases in flows in downstream watercourses, up to and including the 1:100 year design storm, to the satisfaction of the Municipality and the Essex Region Conservation Authority.
- 2. That the developer installs stormwater management measures identified above, as part of the development of the site, to the satisfaction of the Municipality and the Essex Region Conservation Authority.
- That the developer obtains the necessary clearance from the Essex Region Conservation Authority prior to undertaking site alterations and/or construction activities.

An Environmental Impact Assessment is **not required** for this application for zoning bylaw amendment/ draft plan of subdivision because the location of the subject property is physically separated from the natural heritage feature by existing development or infrastructure. Therefore, this application is consistent with the natural heritage policies of the PPS 2014."

A development clearance was obtained from ERCA pertaining to their review and approval of the stormwater management report. A Letter of Authorization was also obtained by the developer pertaining to requirements under the Endangered Species Act.

The Engineering and Public Works Department provided review and participation in the preparation of the subdivision agreement.

Union Gas Limited ("Union") provided correspondence stating a request that as a condition of final approval the owner/developer provide to Union Gas the necessary easements and/or agreements required by Union for the provision of gas services for this project in a form satisfactory to Union. The requirements from Union Gas have been incorporated as provisions in the subdivision agreement.

Canada Post provided correspondence which states that the mail service will be provided through the use of centralized Community Mail Boxes (CMBs). The requirements of Canada Post have been incorporated as provisions in the subdivision agreement.

This space left blank intentionally.

#### 7. CONCLUSION:

All conditions of draft approval must be met, including the execution of the agreement with the Town before final approval by the County of Essex can be granted. The subdivision plan must be registered as a 12M-Plan before any lots can be sold or permits issued for construction.

The proposed agreement complies with the Town's planning documents, incorporates the conditions of draft plan approval and addresses site servicing details and other issues in accordance with the requirements of the *Planning Act*.

Administration is recommending approval of the Subdivision Agreement.

Rebecca Belanger

**Manager of Planning Services** 

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#### **DEPARTMENTS/OTHERS CONSULTED:**

Name: Bill King, Manager of Planning Services, County of Essex

Phone#: 519 776-6441 ext. 1329

Name: Office of Engineering and Public Works

Phone #: 519 736-3664 ext. 313

Name: Building Services

Phone #: 519 736-5408 ext. 4136

Name: Fire Services Phone #: 519 736-6500 Name: Union Gas

CALTURAL INC.

Email: ONTUGLandsINQ@uniongas.com

**Name: Ontario Power Generation** 

Email: <u>Executivevp.lawanddevelopment@opg.com</u>

Name: Essex Region Conservation Authority

Phone #: 519 776-5209

Name: Windsor Essex Catholic District School Board

Phone #: 519 253-2481 Name: Canada Post Phone #: 519 494-1596

#### **Report Approval Details**

Document Title:	Draft Plan of Subdivision, County File 37-T-17001, Kingsbridge Subdivision, Part of Lots 12 and 13, Concession 1 (Anderdon).docx
Attachments:	- Draft Plan of Subdivision - Kingsbridge Phase 8B-1 - ATTACHMENTS.pdf
Final Approval Date:	Apr 18, 2017

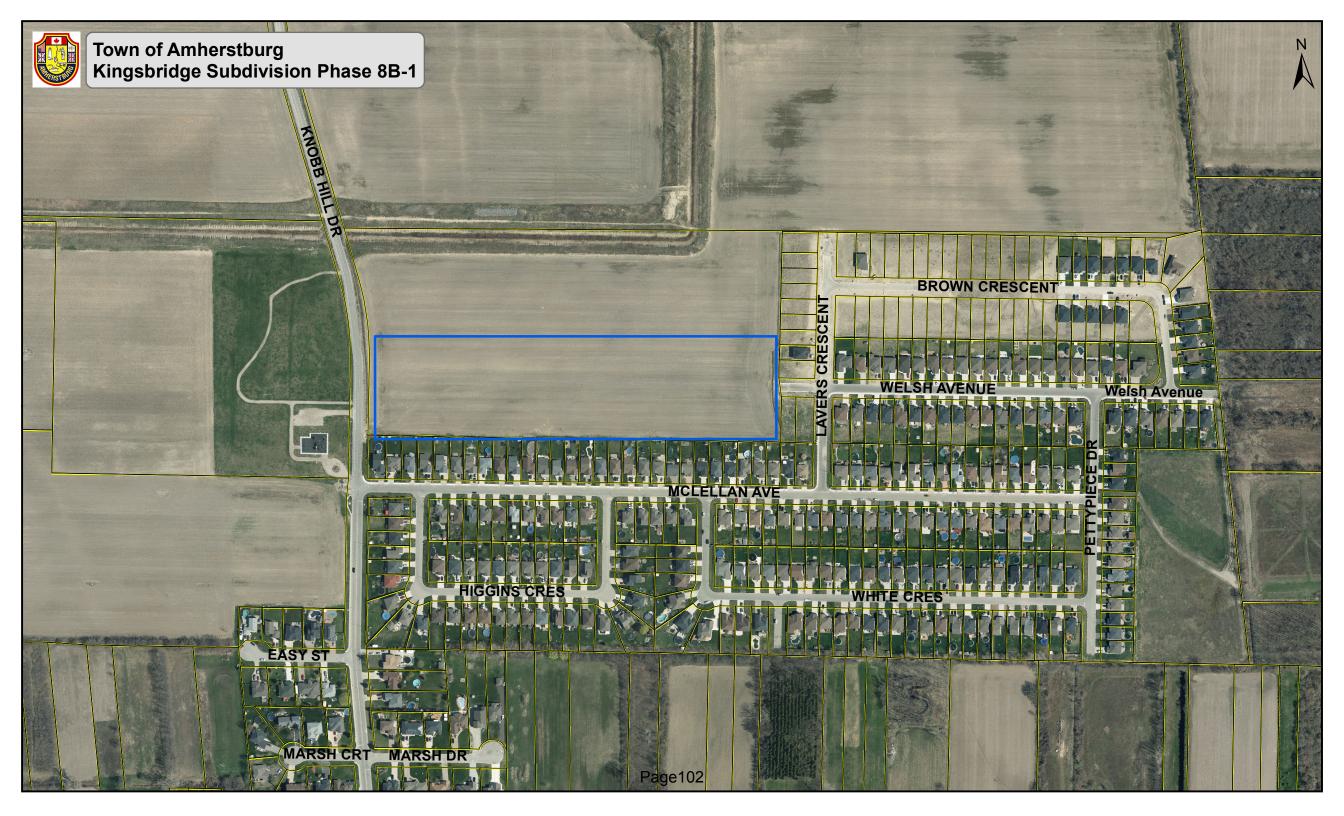
This report and all of its attachments were approved and signed as outlined below:

Mark Galvin - Apr 13, 2017 - 1:30 PM

Justin Rousseau - Apr 13, 2017 - 4:30 PM

John Miceli - Apr 18, 2017 - 12:59 PM

Paula Parker - Apr 18, 2017 - 6:52 PM



#### CORPORATION OF THE TOWN OF AMHERSTBURG BY-LAW NO. 2017-01

By-law to authorize the execution of a Subdivision Agreement between 1078217 Ontario Limited and the Council of the Corporation of the Town of Amherstburg Kingsbridge Subdivision Phase 8B-1

**WHEREAS** 1078217 Ontario Limited has proposed the subdivision and servicing of lands owned by it within Part of Lots 12 and 13, Concession 1 (formerly Township of Anderdon) now Town of Amherstburg;

**AND WHEREAS** the Corporation of the Town of Amherstburg has settled with 1078217 Ontario Limited, the requirements for the provisions of Municipal Services within the area to be subdivided, which requirements are set out in the agreement hereto annexed, and which agreement is ratified and adopted by 1078217 Ontario Limited;

**NOW THEREFORE** the Council of the Corporation of the Town of Amherstburg enacts as follows:

- 1. THAT the Corporation of the Town of Amherstburg enter into a Subdivision Agreement with 1078217 Ontario Limited in the form annexed hereto, and the Mayor and Clerk be and they are hereby authorized to sign the original and copies thereof and affix the Corporate Seal thereto.
- 2. THAT this By-law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 24<sup>th</sup> day of April, 2017.

MAYOR – ALDO DICARLO	
CLERK – PAULA PARKER	

# 1078217 ONTARIO LIMITED SUBDIVISION AGREEMENT (KINGSBRIDGE SUBDIVISION PHASE 8B-1)

## KINGSBRIDGE SUBDIVISION AGREEMENT - PHASE 8B-1 (1078217 ONTARIO LIMITED)

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#### **SUBDIVISION AGREEMENT**

THIS AGREEMENT made in quadruplicate this 24<sup>th</sup> day of April, 2017.

BETWEEN: 1078217 ONTARIO LIMITED

(hereinafter called the "Developer")

OF THE FIRST PART;

-and-

#### THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the "Town")

OF THE SECOND PART:

**WHEREAS** the Developer proposes the subdivision, development, servicing and sale of lands within Part of Lots 12 to 13, Concession 1 (formerly Township of Malden), now Town of Amherstburg, County of Essex which lands are more particularly described in Schedule "A" annexed hereto;

**AND WHEREAS** the County of Essex granted draft plan approval for subdivision of the lands on March 31, 2017 subject to conditions imposed including a provision that the owner agrees in writing to satisfy all of the requirements, financial and otherwise, of the Town concerning the installation of roads, services, drainage, the dedication and naming of streets, the granting of easements and parkland and other matters;

**AND WHEREAS** the Developer represents and warrants to the Town that it is now the registered owner of all of the lands described in Schedule "A" annexed hereto and that all of the right, title and interest of its predecessors in title and all the right and authority to complete the subdivision and to develop the lands is vested in it.

**NOW THEREFORE IN CONSIDERATION** of the premises and of the Town certifying to the County of Essex that the requirements of the Town have been met, the parties hereto agree as follows:

#### 1. Recitals

The foregoing Recitals are true in substance and in fact and are hereby incorporated herein by reference.

#### 2. Interpretation

The meanings of various terms used within the Agreement are as indicated in the definitions contained with the attached Schedule "B".

#### 3. Installation of Services

The Developer will design, construct and install Services at its own expense in the lands in accordance with such design criteria, detailed plans and work schedules to be filed in the office of the Clerk of the Town, with good materials, in a good, workmanlike and timely manner, in accordance with good and accepted engineering practices, and to the satisfaction of the Town, and in all cases the Town engineer.

#### 4. Certificate of Liability Insurance

The Developer will provide to the Town, on or before the commencement of any construction and installation of any of the Services called for herein, a certificate of liability insurance satisfactory to the Town, naming the Town as an additional insured party. The insurance shall protect the Developer and the Town against any liability that might arise out of the construction or installation of any of the Services herein referred to, and the said Developer shall continue such insurance in full force and effect so long as any Services are to be constructed or installed, and for a period of two (2) years after completion and Final Acceptance of the last of such Services. The limits of liability for public liability and property damage coverage under such insurance shall not be less than \$5,000,000.00. Before commencement of the installation of the Services, the Developer's consulting engineer shall provide satisfactory evidence to the Town that the said consulting engineer maintains a policy of public liability insurance and errors and omissions insurance satisfactory to the Town, which policy is to be maintained in full force and effect until the Services are completed and formally accepted (final acceptance) by the Town.

#### 5. Save and Hold Harmless

The Developer covenants and agrees to save the Town harmless from any and all claims, demands, loss, costs, or damages, including legal costs on a substantial indemnity basis in any way arising from or related to the subdivision and the proposed development thereof, arising or accruing to anyone up to two years after the completion and Final acceptance of the last of the Services in the subdivision.

#### 6. **Drawings and Tenders**

The Developer shall submit all plans, design drawings, grading plans and specification lists, all of which shall carry the seal of the professional engineer who is responsible for such design and be signed by him, to the Town for examination by them and the Town engineer. In the case of any Services to be constructed by contract, the Developer shall also submit to the Town a copy of each set of "information for tenders" documents and each proposed contract together with the names of the proposed contractors and sub-contractors to be engaged. The Developer shall file with the Town work schedules for the construction and installation of all Services, whether by the Developer, the contractors, sub-contractors or others. The Developer shall obtain the approval in writing of the Town to all of the foregoing, except the selection of contractors or sub-contractors before granting any contract or commencing any work. The design criteria contained in Schedule "C" hereto shall constitute the minimum conditions upon which tenders are made, contracts let, or work done. The Developer's consulting engineer or successor thereto, shall continue to be retained by the Developer until the works are complete and formally accepted by the

#### 7. Construction of Services by Contractors

In case of construction of Services by contractors, the Developer shall comply with all of the holdback provisions of the Construction Lien Act. In the construction of all services the Developer shall indemnify and save the Town harmless from any and all claims, actions and demands resulting from the construction and installation of Services.

#### 8. Inspection

The Town, and its authorized agents, including the Town engineer, shall have the right at any time and from time to time to inspect all Services during and after construction and to inspect and test all materials proposed

to be used in the construction of any of the services. The costs of such inspections and tests shall be paid by the Developer within 15 days of written demand by the Town. If at any time, the construction of any service or material is, in the opinion of the Town engineer, not in accordance with the plans and specifications or not in accordance with good engineering practices or any of the provisions of this Agreement, the Town engineer may order the materials to be replaced or the work to be placed in satisfactory condition within such time as he may specify, and in the event of the Developer failing to comply or obtain compliance with such order, the Town engineer may stop work upon such services, or in his sole discretion upon The Developer shall at all times provide all information all services. requested by the Town, its authorized agents and the Town engineer in relation to the various materials and services and shall at any time at his expense expose any municipal service for inspection by the Town engineer. Notwithstanding the generality of the foregoing, the rights of the Town and its authorized agents including the Town engineer hereunder shall be limited to a period of one year after the initial acceptance of the last of the services within or required to facilitate the servicing of lots where such inspection, testing or other action is proposed.

#### 9. Approval for Commencement of Work

No work shall commence without the approval of the Town and any work requiring the approval or consent of any other governmental authority shall not commence until such approval or consent has also been obtained. No watermain, sanitary sewer, storm sewer or hydro line shall be connected to any existing municipal services without the written approval of whichever of the Town or the approval of the Authority which has jurisdiction over such municipal system.

Prior to undertaking construction or site alteration activities, any necessary permits or clearances be received from the Essex Region Conservation Authority.

#### 10. Work Schedule/Quality of Work

The Developer will prepare and submit to the Town, plans for the installation of services for each phase of the development and will request a preconstruction meeting with the Town and its consultants in order to establish a work schedule acceptable to the Town and shall proceed with reasonable development procedures and in accordance with such work schedule. Subject to Force Majeure, if the Developer fails to proceed with reasonable development procedures and in accordance with the accepted work schedule or if in the opinion of the Town Engineer the Services are not being installed in accordance with the drawings, or specifications approved therefore, or in accordance with good engineering practices in a good, workmanlike manner, using good materials, then the Town shall give the Developer thirty (30) days to Cure any default following which and in addition to any other remedy the Town may have, the Town may, without further notice, enter upon the lands of the Developer and proceed to supply all materials and do all necessary work in connection with the installation of the Services, including the repair or reconstruction of faulty work, and replacement of materials not in accordance with the drawings or specifications and the Town shall charge the cost thereof, including all engineering and other fees to the Developer, who shall forthwith pay the same within thirty (30) days of a written demand therefor by the Town. In the event that the payment is not received within thirty (30) days of the written demand by the Town, the amount expended shall constitute and be a lien and charge upon the lands of the developer and may be collected as real property taxes in accordance with the Municipal Act as amended from time to time.

# 11. Developer's Responsibilities Until Final Acceptance

Until such time as the Town has finally accepted each of the Services, including roadways herein referred to, the Developer shall be responsible therefor. The responsibility of the Developer prior to Final Acceptance by the Town shall include liability for all types of maintenance in connection therewith. If the Developer should in the opinion of the Town or of its agents or employees fail to maintain any Service including roadways, prior to the Final Acceptance by the Town, the Town may without notice in case of emergency, or in any other case on 30 days' notice, if such default is not Cured by the Developer during the 30 day notice, maintain the same, but in so doing, the Town shall for all purposes be deemed to have acted as agent for the Developer, without in any way being deemed to have finally accepted such Service, or to have incurred any liability for future maintenance, and the Town shall be entitled to reimbursement for the cost of any such maintenance, within thirty (30) days of written demand therefor, and the Town shall further be relieved of liability for damages caused unintentionally, in the course of such maintenance. Snow removal, salting or sanding by the Town shall not constitute acceptance of the roads by maintenance thereof.

The Developer shall also be responsible for the cleaning and flushing of sewers throughout the development until such time as the maintenance period for the construction of the Services has expired. The Town shall have the right to inspect the said sewers from time to time and, if deemed necessary, may require the Developer to clean and flush same immediately, and the Developer hereby agrees to perform such cleaning and flushing on demand to the entire satisfaction of the Town.

# 12. **Building Permits**

The Developer covenants and agrees on behalf of itself and its successors in title to any lot, not to apply for any building permit for the construction of any building on any lots covered by this agreement until:

(i) Initial Acceptance of Services All of the services relating to all of the lots therein have been installed and initially accepted by the Town with the exception of the final asphalt surface course of the roadway.

# (ii) Model Homes

The Developer may apply to the Chief Building Official for model home permits prior to the completion of all services provided the dwelling unit is connected to water, storm, and sanitary services and that the base coat of asphalt and concrete curbs and gutter have been installed, to the satisfaction of the Town Engineer. Issued building permits shall not exceed four dwelling units or ten percent of the total dwelling units in any particular phase and shall adhere to all of the requirements in the Town's development manual.

For additional stages within the subdivision, the application(s) for model home permits by the developer shall adhere to the town's development manual.

# 13. Tree Provisions/Mailbox Requirements

The Developer shall:

# (i) Tree Provision

The Developer will provide to the Town, before the commencement of any construction or installation of any service, an irrevocable letter of credit (self-renewing and without burden of proof), or a certified cheque, satisfactory to the Town, the value of the trees to be planted (i.e. \$300 x 55 lots). The trees will be installed by the developer on the lots where homes have been constructed and the front and side yards have been seeded and sodded, once per year annually in the fall. The Town will review the number of trees planted annually and refund the tree deposits for those trees planted on a pro rata basis. The trees will be planted in accordance with the Town's Tree By-law on the municipal ROW, and at a minimum of 60 mm in calibre based on the Tree By-law.

# (ii) Super Mailboxes

Contact Canada Post to determine the location of super mailboxes throughout the subdivision and shall notify all purchasers of the exact location thereof and that mail delivery will be provided via community mailboxes. The location of super mailboxes also to be satisfactory to the Town.

# 14. Landscaping Requirements

# (i) Front and Side Yards

The front lawn and exterior side yard of each lot shall be sodded, seeded or otherwise landscaped within six months of the construction of a house thereon, and such sodding, seeding or landscaping shall be continued over the unpaved portion of the road allowance, including any lands between a sidewalk and the road, to the back of the curb and gutter in front of such lot. Such sodding, seeding or landscaping shall be maintained in perpetuity. The Developer shall impose a covenant to this effect in the transfer of each lot conveyed by it.

# 15. Registration Requirements

The Developer covenants and agrees to cause the local Land Registrar to register, immediately after registration of the proposed plan of subdivision, as annexed to each lot in the proposed plan of subdivision, a condition of restriction running with the lands, that such lot is not to be built upon unless the provisions of paragraph 12 of this agreement, limiting entitlement to building permits has been complied with.

# 16. Financial Security

The Developer will provide to the Town, before the commencement of any construction or installation of any service, an irrevocable letter of credit (self-renewing and without burden of proof), or a certified cheque, satisfactory to the Town, in an amount equal to 50% of the value set by the Town for all Services to guarantee satisfactory installation of all Services. If the provision of Services to the lots requires the construction or installation of any services outside the subdivision, the foregoing provisions as to the security equal to 100% of the value for Services shall extend to and be required in connection with any Service extending outside.

# 17. Maintenance Security

The Developer shall provide to the Town an irrevocable letter of credit, (self-renewing and without burden of proof), or a certified cheque, satisfactory to the Town, in an amount equal to 25% of the value set by the Town upon initial acceptance thereof, for all servicing of lots within the subdivision, until final acceptance of services after completion and initial acceptance by the Town of the last service provided. If the Municipality agrees and/or requests that some of the work be delayed, Performance Securities for 100% of the outstanding works would be required in addition to the Maintenance Security.

# 18. Iron Bars

The Developer will file with the Town a surveyor's certificate dated within 30 days before the application for initial acceptance by the Town of asphalt surfacing on roadways, to the effect that all Standard Iron Bars shown upon the plan of subdivision have been located or replaced.

# 19. Staking of Bars Prior to Construction

Before the sale of any lot or the issue of any building permit within the subdivision, the Developer shall stake to the satisfaction of the Town engineer, the locations of all Standard Iron Bars, and shall maintain such staking to the satisfaction of the Town, its respective servants and agents and the Town engineer, in relation to each lot until the home foundation is installed and all services to the proposed home have been provided. The Developer will provide to the Town engineer on request, and to any proposed builder, all usual information as to grades and levels for each lot within the subdivision.

# 20. <u>Developers Responsibilities in Regard to Damages</u>

The Developer undertakes and agrees to pay for any damage caused to any existing road, road allowance, structure or plant and any costs involved in the relocation of or repair or connection to any existing services arising in any way from or in connection with this agreement or the provision of services called for herein including the changing of grades of existing adjacent roads, and also any taxes or other charges levied or to be levied upon the lands to be subdivided, until such time as the lands have been assessed and entered on the collector's roll according to the proposed and presently registered plans.

# 21. Stormwater Management

The development of the subdivision requires special measures to deal with stormwater management. The Owner agrees:

- (i) To undertake an engineering analysis to identify stormwater quality and quantity measures as necessary to control any increase in flows in downstream watercourses, up to and including the 1:100 year design storm, and, install the stormwater management measures identified above, as part of the development of the site.
- (ii) The Owner finalizes to the satisfaction of the Municipality and ERCA the update to the report titled Stormwater Management Report for the Kingsbridge Residential Community Phase 3, as originally prepared by Stantec Consulting Limited dated June 22, 1999, and the design brief, prepared by BairdAE, and install all the stormwater management measures identified in the final report as part of the development of the site.

- (iii) To continue to conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures recommended in the approved stormwater management plan during the construction phase; Results of these inspections must be sent to the Municipality on a monthly basis.
- (iv) To maintain an inspection log which shall be made available for review by the Ministry of the Environment and Climate Change and Essex Region Conservation Authority, upon request. These inspection logs must be sent to the Municipality on a monthly basis. The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the municipality or until site construction conditions warrant cessation of the visits;
- (v) It is the intent that any lands required for the permanent stormwater management pond are to be conveyed to the municipality in future phases of this development.

# 22. Stormwater Management Issues: Catchbasin and Road Maintenance

All catchbasins will have filter fabric placed under the lid to catch sediment. It will be the Developer's responsibility to ensure the filter fabric is changed periodically as required to allow drainage through the catchbasins. The developer will also be responsible for ensuring the roads are kept in a clean manner during house construction.

# 23. **Design Drawings**

For all the works outlined therein and referred to in this section, the Developer shall provide design drawings, specification lists, tender in the same manner as for services in the subdivision, as detailed in paragraphs 3 through 10 and 17 and 18 hereof, and shall obtain approval of the works as detailed in paragraph 31 hereof.

# 24. Additional Work

If at any time prior to final acceptance of the last of the services by the Town it is of the reasonable opinion that additional works are proven necessary to provide adequately any of the public services specified in the schedules hereto, which were not reasonably foreseeable at the date of this Agreement then the Developer shall construct, install or perform such additional work at the request of the Town provided that, if the Developer disagrees that such additional works are necessary, the question shall be resolved by a single arbitrator if the parties can agree on one, otherwise by a panel of three arbitrators proceeding under the Arbitrations Act.

# 25. Grading of Topsoil

The Developer covenants and agrees that topsoil excavated for roadways shall be left and leveled within the subdivision, except as provided in paragraph 26 hereof. Any topsoil that is stockpiled shall be neat and sloped in such a manner that weed cutting can be carried out with mechanical equipment by the Developer to the entire satisfaction of the Town.

# 26. **Grading/Dumping/Removal of Material**

The Developer shall carry out all grading of all lands, in accordance with the grading plans to be filed in the office of the Clerk of the Town of Amherstburg, and shall forthwith carry out temporary or permanent drainage work that the Town engineer may certify to be necessary to eliminate ponding, erosion, channeling of underground water or other drainage problems. The Developer shall neither dump nor permit to be dumped any

fill or debris, or remove or permit the removal of any soil or fill from any of the lands to be subdivided without the written consent of the Town engineer. In seeking consent of the Town engineer to the removal of topsoil the Developer shall establish that when final grades are established for all of the lots and blocks within the subdivision there will be topsoil to a depth of at least four inches (4") over the entire area not covered by buildings, roadways and driveways.

# 27. Grass and Weeds Maintenance

The Developer shall be responsible for the proper maintenance of grass and weeds throughout the subdivision under the direction of the Town until such time as a building permit is issued on a lot or the lot is transferred to a new owner. The Developer is required to place notice on title of this requirement on each lot conveyed by it.

# 28. Rear Yard Drainage

Rear lot drainage shall be installed on each lot, in connection with the construction of a house thereon, and shall be connected to the storm sewer system. The specifications, design and installation of such rear yard drainage shall be acceptable to, and subject to the approval of the Town engineer. On an application for a building permit on any lot within the lands to be subdivided, the builder shall produce a plan or sketch satisfactory to the Chief Building Official of the proposed rear yard drainage, which shall be in accordance with the Building Code. The installation of such rear yard drainage shall be subject to the same inspections as foundation drains and the Chief Building Official may issue work orders or stop work orders in relation thereto.

Farm field drainage tiles extending to the subject lands are to be severed and permanently blocked so as to prevent the flow of storm water into the subdivision.

# 29. Municipal Numbers

The Developer shall ascertain from the Town the appropriate municipal numbers for each lot, and shall provide such numbers to prospective purchasers, builders and lenders.

# 30. Interim Acceptance of Services

The Developer shall apply for initial acceptance of each individual service by filing with the Town a certificate under the hand and seal of its project engineer that the construction and/or installation of such Services has been completed in accordance with the design criteria and the plans and specifications therefor approved and filed by the Town before construction, and by filing as-built drawings of such Service. The Town and its authorized agents, including the Town engineer, shall carry out such inspections as they deem necessary, and such Service shall then be deemed to have received Interim Acceptance after the Town engineer certifying that such Service has been completed in accordance with this Agreement, providing that all the covenants of this Agreement have been complied with to the date of such certificate.

# 31. Final Acceptance of Services

The Town shall have granted Final Acceptance of the Services in each phase upon the Town engineer and the Town being satisfied that all covenants under this Agreement have been fully complied with and all repairs and replacement required during the maintenance period have been carried out within such phase, and then authorizing release of the maintenance securities or bonds. Immediately prior to requesting Final

Acceptance of the Services, the Developer shall flush clean and camera inspect the sanitary and storm sewer system -including all services. The Developer's consulting engineer shall certify that the Services have been inspected and the camera inspection has been reviewed, and that there are no slumps, cracks, blockages or other deficiencies within the system to the entire satisfaction of the Town. A copy of all sewer videos will be provided to the Town for their review.

# 32. Town's Fees

The Developer undertakes, covenants and agrees to pay any planning, engineering, legal, auditing or other fees or disbursements incurred by the Town relating in any way to the proposed subdivision, or the servicing thereof, or to this agreement, including negotiations and preparations prior to its execution and including the entire fees and disbursements of the Town engineer when acting pursuant to the terms of this agreement, and any clerical or administrative expense of the Town relating in any way to or arising from this agreement, forthwith upon being invoiced therefor. The Developer agrees to deposit with the Town on or before the execution of this agreement, the sum of \$2,000.00 to be applied against such fees as may be incurred from time to time, with such deposit to be renewed from time to time as used up, when requested by the Town, any unused balance to be returned to the Developer without interest, on the expiry of the maintenance period.

# 33. **Easements**

The Developer shall convey to Amherstburg, or the appropriate authority without cost and free of encumbrance, any and all easements as may be required by Amherstburg, the applicable hydro authority, the applicable telecommunications, cable tv and internet service provider(s), and any natural gas provider and/ or any other applicable utility provider. Such easements may be through, over or under the appropriate portion of the Subject Lands and may be required for drainage purposes, sewers, hydro, watermains, telephone, cable tv, natural gas or any other purpose as deemed necessary by Amherstburg.

# 34. Conveyances

The Developer agrees that open ends and streets of all road allowances shall terminate in 0.30 metre reserves and to convey, without cost and free of encumbrances, all such 0.3 metre reserves shown on the Plan to Amherstburg.

The Developer shall gratuitously dedicate as public highways all road allowances shown on the Plan and shall name all such road allowances in a manner satisfactory to Amherstburg.

# 35. Ministry of Natural Resources Authorization

Prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall complete and implement the recommendations contained in the "Letter to Proponent (AYL-L-112-16), along with any other letters/authorizations/directions from the Ministry of Natural Resources and Forestry, and confirm that any site alteration will be completed in accordance with the Endangered Species Act, 2007.

# 36. Register Notice of Agreement

The Developer covenants and agrees to cause the Local Land Registrar to register notice of this agreement against all of the lands affected hereby, immediately after registration of the proposed subdivision, and to obtain

acknowledgement, consent and postponement agreements, from any and all encumbrances registered prior to registration of such notice.

# 37. **Development Charges**

The Developer acknowledges that the lands subdivided by this agreement are subject to By-law 2014-101 passed October 3, 2014, which established development charges for development in the Town, and provided that a development charge of \$12,505.00 be paid for each single detached and semi-detached dwelling. The Developer further acknowledges that the by-law provides for an annual inflationary adjustment in accordance with the Section 3(4)(a) of the Development Charges Act, and that the above noted figure may change annually. The said development charge shall be paid prior to the issuance of a building permit for each lot. The Developer undertakes and agrees to provide that all Offers of Purchase and Sale include information that satisfies Subsection 59(4) of the Development Charges Act including development charges for school purposes relating to any such lot pursuant to 59(4) of the Development Charges Act, 1997.

# 38. Town Engineer

Throughout this agreement the term "Town Engineer" shall mean the professional engineer or firm of professional engineers retained by the Town to carry out the duties referred to in this agreement. Notwithstanding the above, the Town may agree to the use of a single engineering firm. However, should any dispute arise as a result of this agreement, the selected engineering firm shall be responsible to the Town, and the Developer shall be required to retain its own professional engineer.

# 39. Use of General Terms

Throughout this agreement the singular shall be deemed to include the plural, and the masculine, feminine and neuter genders shall be interchangeable as the context and applicable situations may require.

# 40. Enforcement of Agreement

The Developer will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial of such right. If any provision of this agreement shall be found to be or deemed illegal or invalid, the remainder of the agreement shall not be affected thereby.

# 41. No Waiver of Rights

No indulgence or forbearance by the Town shall be deemed to constitute a waiver by the Town of its rights to insist on performance in a full and timely manner of all the covenants contained herein, and any such waiver, in order to be binding, must be in writing and duly authorized by the Town Council. No such waiver of any provisions, conditions or covenants shall be deemed to be a waiver of the right to later require full and timely compliance with the same terms, conditions or covenants, or with any other terms, covenants or conditions of this agreement at any time.

# 42. Parkland Dedication

In satisfaction of the requirement for parkland dedication for the entire Kingsbridge development the Developer has gratuitously conveyed to the Town in fee simple and without encumbrances, lands for park purposes in accordance with the provisions of the Planning Act, R.S.O. 1990 as follows:

(i) Parts 2, 3, 10 and 11, Reference Plan 12R-22789 8.39 hectares

In consideration of the parkland dedication the Town agrees to reimburse the Developer the amount of \$20,150.00 which represents prior payments made by the Developer in lieu of parkland for previous phases. The Town and Developer agree that this reimbursement will not occur until such time as the parkland where the drainage canal is located is useable by the Town.

# 43. Schools

In accordance with the requirements of the Greater Essex County District School Board and the Windsor-Essex Catholic District School Board, the Developer is required to place notice on title for purchasers of the lots to be aware that students may not be able to attend the closest neighbourhood school and could be bused to a distant school with available capacity or could be accommodated in temporary space (i.e. portables).

# 44. Sidewalks

Concrete sidewalks are to be installed in accordance with the Kingsbridge Sidewalk Master Plan dated August 26, 2006 and the Town's design standards along internal streets identified within the proposed plan and pursuant to municipal requirements to facilitate pedestrian movement, bus routing and stops, and safety of school children. The minimum width of sidewalk is 1.5m as per AODA requirements. The timing of the installation of the required sidewalks will be determined by the Town's Engineering and Public Works Department.

# 45. **Streetlights**

The Developer shall install streetlights in accordance with the present design standards, all to be approved by the Town of Amherstburg. The Town requires the installation of LED fixtures.

# 46. Street Signs

The Developer shall arrange with the Town to install street signs at each intersection and where necessary, all to be done in accordance with present standards and satisfactory to the Town.

# 47. Sewage Allocation

The Developer acknowledges that the development is within the sanitary sewer service area for Edgewater Lagoon but is currently being sent to the Amherstburg Wastewater Treatment Plant via Texas Road because Edgewater Lagoon is currently at capacity. The Town and Developer acknowledge that an Environmental Assessment has been completed which provides for the inclusion of the Edgewater Sanitary Sewage Service Area into the expanded and upgraded Amherstburg Wastewater Treatment Plant.

The Town agrees that once this development's sewage can be conveyed to the Amherstburg Wastewater Treatment Plant as a result of improvements to infrastructure projects currently being carried out, the Town will provide sewage allocation on a phased basis to permit the sanitary effluent of this development to be treated at the Amherstburg Wastewater Treatment Plant.

The Town confirms that there is sewage capacity, via the Texas Road sewer, for the 55 lots of Phase 8B-1.

# 48. Essex Terminal Railway

The Developer shall include in all agreements of purchase and sale and a notice on title advising purchasers of lots of the presence of an operating railway with its attendant noise, vibration and safety concerns.

# 49. Cure Period

Throughout this Agreement, where reference is made to the Town undertaking works on behalf of the Developer because of default or some other reason, it is agreed that the Developer will be given thirty (30) days to Cure any such deficiency, default or other problem or commence to Cure default and proceed diligently to remedy same prior to the Town undertaking the required works unless such deficiency, default or other problem is deemed to be an emergency.

# 50. Notice

(a) Any notice, direction or other instrument required or permitted to be given by any party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first-class mail or transmitted by telecopier or other form of electronic communication during transmission of which no indication of failure or receipt is communicated to the sender:

In the case of notice to the Developer:

c/o Michael Dunn 1078217 Ontario Limited 948 Albert Lane, R.R. #1 Belle River, ON NOR 1A0

In the case of notice to the Town:

271 Sandwich Street South AMHERSTBURG, ON N9V 2A5

Attention: The Clerk Fax: (519) 736-5403

Manager of Planning Services Fax: (519) 736-5408

Manager of Engineering and Operations Fax: (519) 736-7080

(b) Any such notice, direction or other instrument if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five (5) days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by telecopier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, telex, telecopier or other form of electronic communication is interrupted by strike, slowdown, Force Majeure, or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

# 51. Agreement Binding on Parties

This agreement shall enure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the Town has hereunto affixed their seals attested by the signatures of their proper signing officers and the Developer has hereunto affixed its seal attested by the signature of its proper signing officer in that regard.

# Per Michael R. Dunn - Secretary I have authority to bind the Corporation THE CORPORATION OF THE TOWN OF AMHERSTBURG Per Aldo DiCarlo, Mayor Per Paula Parker, Clerk

We have authority to bind the Corporation

1078217 ONTARIO LIMITED

# SCHEDULE "A" LEGAL DESCRIPTION

Concession 1, Part of Lots 12 and 13 Geographic Township of Anderdon, now in the Town of Amherstburg, County of Essex, Province of Ontario

# SCHEDULE "B" DEFINITION OF TERMS

The following definitions shall apply in the interpretation of this Agreement:

- "Cure" means that the Developer has commenced the works required to address the Event of Default that has been identified and for which notice in accordance with this Agreement has been provided and is proceeding diligently to remedy any deficiency or default.
- "Event of Default" means if the Developer fails in the performance of an obligation under this Agreement, and the Town issues a notice of such failure or default and a demand for performance, observance or compliance has been given. In such cases, the Town must allow the Developer a minimum of thirty (30) days to Cure the default (Cure as defined herein) unless such default is determined to be an emergency by the Town in which case a minimum less than thirty (30) days can be established for the Developer to Cure the default.
- "Final Acceptance" means the date, commencing no sooner than the expiry of the maintenance period wherein the Developer's Consulting Engineer has provided a declaration to the Town confirming that the works and Services have been completed in accordance with the terms of this Agreement and the Town engineer formally accepts the Services in writing.
- "Force Majeure" means and includes acts of God, terrorist attacks, weather conditions, labour disputes, shortage of labour and materials and any happening, condition or thing beyond the control of a person which could not reasonably have been anticipated and avoided by such person which delays or prevents such person from performing any of its obligations hereunder, financial inability excepted.
- "Improvements" means modifications to the Town-owned infrastructure that may be reasonably required from time to time.
- "Indemnifiers" means jointly and severally.
- "Interim Acceptance" means when Services are placed on maintenance by the Town.
- "Lands" means those lands as described in Schedule "A" attached hereto.
- "Plan of Subdivision" means a registered plan of the lands where new, separate parcels of land have been created and can be legally used for the sale of lots.
- "Services" means the storm sewers, sanitary sewers, waterlines, roads, curbs and hydro services, including those components of infrastructure described in Schedule "C".
- **"Substantial Performance"** means the date that the Developer's Consulting Engineer has provided a declaration to the Town confirming that the works are ready for use or are being used for the purposes intended.
- "Town's Infrastructure Work" means the infrastructure work being undertaken by or on behalf of the Town to the portions of the Lands not designated for private development.

# 1078217 ONTARIO LIMITED

Per	Michael R. Dunn - Secretary		
		30. Gtal. y	
	I have authority to bind the	Corporation	
	THE CORPORATION TOWN OF AMHERS		
Per	Aldo DiCarlo,	Mayor	
Per	Paula Parker,	Clerk	
I CI	rauia rainei,	CIEIK	
	We have authority to bind t	he Corporation	

# **SCHEDULE "C"**

# **DESIGN CRITERIA**

# FOR SERVICES TO BE PROVIDED IN THE KINGSBRIDGE SUBDIVISION – PHASE 8B-1

# **TOWN OF AMHERSTBURG**

# GENERAL

Sanitary and storm sewers, watermains, curbs and gutters, sidewalks, street lighting and electric service connections shall be constructed in accordance with plans and specifications prepared by a professional engineer, registered to practice in the Province of Ontario, and acceptable to the Town of Amherstburg. Criteria upon which these services are to be designed, are as described in this schedule.

# **STORM DRAINAGE**

Storm sewers, together with catch waterbasins shall be installed in all streets in the development in accordance with the approved engineering drawings and as approved by the Ministry of the Environment and Climate Change, E.R.C.A. and the Corporation. A copy of the design calculations shall be submitted to the Corporation.

Private service connections (including cleanouts) from the storm sewers to the front property line of each building lot shall be provided and the developer shall install one private service connection for each unit. The minimum size of service connections shall be 150mm (6") diameter. Private storm service connections and clean-outs shall not be constructed under future driveways.

Sewers shall be designed in accordance with the following criteria:

Design Method Rational method

Design Frequency 1:5 year

Runoff Coefficient Per design charts Minimum Pipe Size 300 mm dia.

Manning Coefficient 0.013
Minimum Velocity 0.76 m/s
Private Drain Connection 150 mm dia.
Minimum Cover 0.9 m

Minimum Cover 0.9 m Maximum Manhole Spacing 122 m

Pipe Material Concrete, PVC or

**HDPE** 

Restrictions imposed on the storm sewer outlet by the Town or by the Essex Region Conservation Authority shall be incorporated in the design of the storm sewer system. A stormwater management study shall be completed to the satisfaction of the Town and the Essex Region Conservation Authority. The study shall determine the effect of increased runoff due to development of the site and identify stormwater management measures to control any increases in flows in downstream watercourses up to and including the 100 year design storm. The Developer shall obtain a certificate of approval from the Ministry of the Environment and Climate Change, Design Approval Branch.

# **SANITARY SEWERS**

Sanitary sewers together with all necessary appurtenances and service connections from the appropriate sewer to the front property line of each building

lot shall be constructed to the approved design of the Ministry of the Environment and Climate Change and the Corporation. Each building lot shall be provided with access to an individual sanitary sewer service connection for each unit. The minimum sanitary service connection size shall be (5")125mm in diameter. Each sanitary service shall be provided with a clean out situated at the property line as per clean out detail on the approved engineering drawings. The Developer shall be responsible for all costs associated with the construction of the Ontario Ministry of the Environment and Climate Change and the Provincial sewage works program across the Developer's property.

Sewers shall be designed in accordance with the following minimum design criteria:

Average Daily Flow 450 L/cap/day Peaking Factor Harmon formula Population Density 3.5 ppl/lot Minimum Pipe Size 200 mm dia. Manning Coefficient 0.013 Minimum Cover 2.5 m Private Drain Connection
Maximum Manhole Spacing 125 mm dia. 122 m **PVC** Pipe Material

The Developer shall obtain a certificate of approval from the Ministry of the Environment and Climate Change, Design Approval Branch.

# WATERMAINS

The Developer shall construct and install sufficient watermains including hydrants and valves to service the entire subdivision with connections to all lots in accordance with the approved engineering drawings. Each lot shall be serviced by a single water service connected to the mainline.

Minimum Cover 1.5 m Maximum Hydrant Spacing 150 m

Maximum Valve Spacing 150 m and at intersections

Minimum Pipe Size
Lot Connection
Pipe Material
PVC
Mainline Services Pipe Material

150 mm dia.
19 mm dia.
PVC
Copper

Design and installation shall be in accordance with the Town's watermain specification to the satisfaction of the Town of Amherstburg.

The Developer shall obtain an Environmental Compliance Approval from the Ministry of Environment and Climate Change, Design Approvals Branch.

# **ROADS**

The Developer shall construct and install roadways and curbs and gutters upon all allowances for roads within the draft plan and upon the detail plans of services, in accordance with the following minimum design criteria:

Roads within the Subdivision:

Street 'A'

Width (edge to edge of curb) 7.3 m

Curb & Gutter Barrier type of concrete curbs

& gutters

# Welsh Avenue

Width (edge to edge of curb) 8.5 m

Curb & Gutter Barrier type of concrete curbs

& gutters

Barrier type concrete curbs and gutters shall be constructed on both sides of all roadways including all turning radii. Design and type of curb is shown on the approved engineering drawings. All catch basin grates are to open towards the property line and not to the street.

Alignment:

Minimum Turning Radius 9 m Minimum Road Grade 0.30%

Cross Fall Grade 2.0% min. and design parameters

recommended by the Ministry of

Transportation

In general, any trenches crossing under pavement shall be backfilled with granular material acceptable to the Town engineer and such trenches shall be mechanically compacted as required by the Town engineer. Boulevards and other unpaved portions of the allowances for roads (except where forming part of the front lawn of residential lots) must be graded and sodded or seeded by the Developer.

# **SIDEWALKS**

The Developer shall install sidewalks on one side of the road in accordance with the approved design drawings, the approved Kingsbridge sidewalk plan, the Town's design standards and Development Manual. Sidewalks must be a minimum of 1.5m wide as per the AODA standard. The timing and installation of the required sidewalks will be determined by the Town's Department of Engineering and Public Works. Construction of the sidewalks will not be required until the majority of the dwellings are constructed.

The Developer shall further provide a project sign indicating that sidewalks will be constructed along the southerly part of the roadway. The Developer agrees to register a covenant on title for property advising property owners of this requirement for each property.

# **STREETLIGHTS**

The Developer shall install streetlights in accordance with the Town's Development Manual, all to be approved by the Town of Amherstburg. All new lights shall be LED fixtures. The Town will provide details on the fixtures to be used.

# STREET SIGNS

The Developer shall arrange with the Town to install street signs at each intersection and where necessary, all to be done in accordance with the present standards and the Town's Development Manual satisfactory to the Department of Engineering and Public Works.

# **HYDRO SERVICE**

The Developer shall construct and install a sufficient hydro distribution system to service the entire subdivision with connections to all lots therein and connect the same to the existing hydro distribution system. Individual lot services, where possible, shall be provided on common lot lines so that residential hydro meters face each other. The hydro distribution system within the subdivision shall be

grounded to the water distribution system. All hydro service within the subdivision shall be underground and designed and installed in accordance with the requirements and criteria of the Town of Amherstburg and Hydro One.

# TELEPHONE, WIRE-LINE COMMUNICATION/TELECOMMUNICATION

The Developer shall arrange to provide underground telephone service to all of the lots within the subdivision. The Developer must confirm that sufficient wireline communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that the infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.

The Developer will be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed subdivision to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services, i.e., 911 Emergency Services.

# GAS

The Developer shall arrange for Union Gas Company to provide underground gas service to all of the lots within the subdivision.

# CABLE T.V. SERVICE

The Developer shall make satisfactory provisions to accommodate the servicing for future cable T.V service for this development. The Developer shall provide to the Corporation, upon demand, confirmation from the said cable company that such arrangements have been made.

# **ADJUSTMENTS**

The grade of any and all water service boxes, valve chambers, hydrants, manholes, drains and transformer boxes shall be adjusted by the Developer when and as may be required by the Department of Engineering and Public Works.

# **TEMPORARY SERVICES**

Upon a connection of any type being made to the hydro or water services, a temporary meter or meters of a type and in a location or locations satisfactory to the Town shall be installed and continuously maintained until all hydro and/or water used within the subdivision, once the same is accepted by the Town, is metered through approved private connections. The Developer shall be responsible for, and will promptly pay or cause to be paid all charges for hydro and water supplied to the subdivision.

# **DRIVEWAY APPROACHES**

Residential driveways and their approaches shall be constructed to a width that complies with the provisions of the Corporation's Zoning By-Law, as amended from time to time. Residential approaches shall consist of 250 mm. (10") Granular "A" stone base with interlocking paving stone, concrete or asphalt paving from the back of the curb to the property line.

It is understood and agreed that under no circumstances will the Developer herein be permitted to install a new residential driveway approach within the corner radii of a curb constructed along any street in this development. It is further understood and agreed that under no circumstances will the Developer or any other persons be permitted to install a new residential driveway approach over any private service connections from the storm or sanitary sewers or water system except where such connections cross driveways laterally (over the shortest possible distance) to enter the dwelling.

This provision is to be specifically brought to the attention of purchasers of lots at the time of purchase.

# **COMMUNITY MAILBOXES**

The Developer will be responsible for negotiating specific locations within the subdivision with Canada Post for the location of community mailboxes. These locations must be the satisfaction of the Engineering and Public Works Department.

It will be a requirement for notice on title for purchasers of lots to be aware of the locations of any community mailboxes within or serving the plan and that mail delivery will be provided via community mailboxes.

# **EASEMENTS**

The Developer agrees that such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.

# **ROAD ALLOWANCES**

All road allowances shown on the draft plan shall be dedicated as public highways and shall be not less than 20.00 m. (66') wide and shall be shown on the approved engineering drawings.

# REAR YARD DRAINAGE

Rear yard drainage shall be provided for each building lot in the locations and according to the specifications prescribed by the approved engineering drawings and as approved by the Corporation. Rear yard drainage shall be installed contemporaneously with the construction of dwellings on each building lot. A separate rear yard drainage system, with 300mm. diameter pre-fabricated polyethylene catch basins in accordance to the rear yard drainage detail shown on the approved engineering drawings, shall be provided for each building lot.

The Developer shall, at its' own expense, prepare a lot grading and rear yard drainage plan for each individual building lot within this development and shall file same with the Corporation. The final elevations of all dwellings and other buildings, minimum opening elevations, where applicable and the final lot grades relating thereto and the rear yard drainage shall conform to the proposed lot grading and rear yard drainage plan filed for that unit. The consulting engineer, or a certified Ontario Land Surveyor, shall certify upon completion of the construction of the dwelling and building on each lot that the said lot grading and rear yard drainage plan has been complied with, in accordance with the approved engineering drawings, and until such time as the said certification has been received by the Corporation.

# SPECIAL SERVICING REQUIREMENTS

The construction of structures shall conform to the following requirements:

a) Roof or rain water leaders shall NOT be connected to the storm sewer. They are to be discharged to ground on splashpads. Weeping tile drains from each respective building must be discharged to a storm sewer. A sump pump connected to the storm sewer must be provided for each building.

- b) Weeping tile drains shall not be connected to the sanitary sewers.
- c) Basement floor drains shall be connected to the sanitary sewers provided for each dwelling.
- d) Rear yard drainage, including 300 mm. diameter pre-fabricated polyethylene catch basins, shall be provided for each building lot in the locations and according to the design and specifications as shown on the approved engineering drawings.
- e) A lot grading plan shall be included in the final set of plans approved for construction of the works. The consulting engineer or a certified land surveyor shall certify, upon completion of the works, that the lot grades and catch basin elevation are in accordance with the design and that the lands abutting the subdivision are draining adequately. The Developer acknowledges that, until such time as the provisions of this paragraph have been complied with, all securities delivered to the Corporation by the Developer herein shall be held to ensure the provisions of this paragraph are complied with.

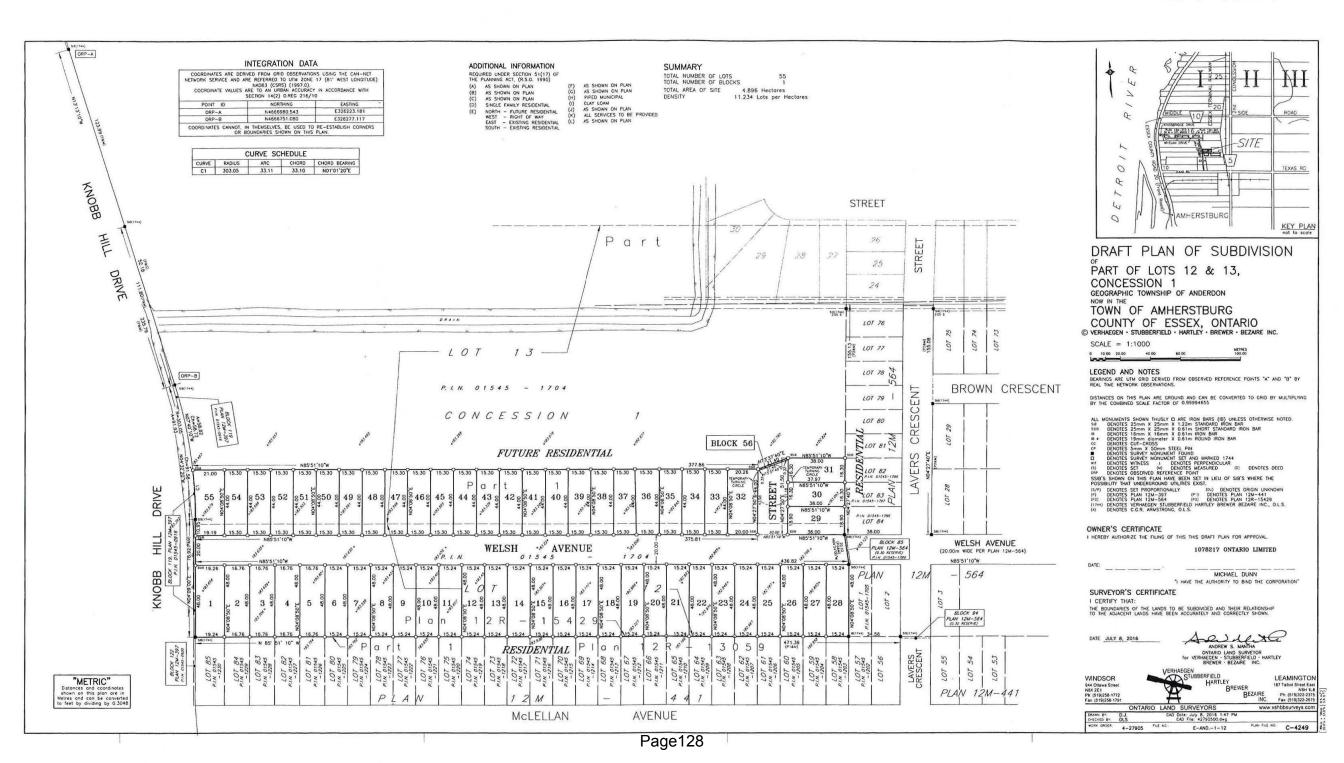
	1078217 ONTARIO LIMITED	
Per	Michael R. Dunn - Secretary	
	I have authority to bind the Corporation	n
	THE CORPORATION OF THE TOWN OF AMHERSTBURG	≣
Per	Aldo DiCarlo, May	or/

We have authority to bind the Corporation

Clerk

Paula Parker,

Per





January 25, 2017

WILLIAM J. KING MANAGER, PLANNING SERVICES COUNTY OF ESSEX 360 FAIRVIEW AVENUE WEST ESSEX ON N8M 1Y6

Reference: 37-T-17001

Dear William,

Thank you for contacting Canada Post regarding plans for a new subdivision in the Town of Amherstburg. Please see Canada Post's feedback regarding the proposal, below.

# Service type and location

- 1. Canada Post will provide mail delivery service to the subdivision through centralized Community Mail Boxes (CMBs).
- 2. If the development includes plans for (a) multi-unit building(s) with a common indoor entrance, the developer must supply, install and maintain the mail delivery equipment within these buildings to Canada Post's specifications.

# **Municipal requirements**

- 1. Please update our office if the project description changes so that we may determine the impact (if any).
- 2. Should this subdivision application be approved, please provide notification of the new civic addresses as soon as possible.

# **Developer timeline and installation**

 Please provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin. Finally, please provide the expected installation date(s) for the CMB(s).

Please see Appendix A for any additional requirements for this developer.

# Regards,

Bruno DeSando
CANADA POST CORPORATION
Delivery Planning
955 Highbury Avenue
LONDON ON N5Y 1A3

tel: 519-494-1596 fax: 519-457-5412

e-mail: <u>bruno.desando@canadapost.ca</u>

# Appendix A

# **Additional Developer Requirements:**

- The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
- The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
- The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
- The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - Any required walkway across the boulevard, per municipal standards
  - Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)
  - A Community Mailbox concrete base pad per Canada Post specifications.

From: ONTUGLLandsINO
To: Amy Farkas

Subject: RE: Notices of Public Meetings - Kingsbridge Subdivision, OPA No. 4, & Ure"s Miniature Golf

Date: Wednesday, February 08, 2017 8:36:40 AM

Thank you for your correspondence with regards to draft plan of approval for the above noted project.

It is Union Gas Limited's ("Union") request that as a condition of final approval that the owner/developer provide to Union the necessary easements and/or agreements required by Union for the provision of gas services for this project, in a form satisfactory to Union.

Should you require any further information, please contact the undersigned.

### **Mary Jane Patrick**

Analyst, Land Services Union Gas Limited | A Spectra Energy Company 50 Keil Drive North | Chatham, ON N7M 5M1 Tel: 519.436.4600 ext 5004578



From: Amy Farkas [mailto:afarkas@amherstburg.ca]

**Sent:** February-06-17 11:43 AM

email: mpatrick@uniongas.com

**To:** Antonietta Giofu; Bruce Bratt; Dave Attwood; Denise Kimmerly-Machier; ERCA Notice & Applications (planning@erca.org); Giovanni (John) Miceli; Lee Tome; Mark Alzner; Mark Galvin; Michelle Lavin-Faucher; Ontario Power Generation Inc; Paula Parker; Ron Meloche; Shane McVitty; Stephen Brown;

Tammy Fowkes; Todd Hewitt; ONTUGLLandsINQ

Subject: Notices of Public Meetings - Kingsbridge Subdivision, OPA No. 4, & Ure's Miniature Golf

Good afternoon,

As per Planning Act regulations please find attached the circulation of the Notices of Public Meetings for two proposed Zoning By-law Amendments, an Official Plan Amendment, and a Draft Plan of Subdivision in the Town of Amherstburg, for your information and comments.

Please provide the town with any comments by February 10<sup>th</sup>, 2017.

Regards,

Amy

### **Amy Farkas**

Planning Office Clerk

3295 Meloche Rd., Amherstburg, Ontario, N9V 2Y8

Tel: 519-736-5408 ext 2134 Fax: 519-736-9859 TTY: 519-736-9860



# THE CORPORATION OF THE TOWN OF AMHERSTBURG

# OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Nicole Rubli	Report Date: April 7, 2017
Author's Phone: 519 736-0012 ext. 2251	Date to Council: April 24, 2017
Author's E-mail: nrubli@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: 2017 User Fee By-law

# 1. **RECOMMENDATION:**

It is recommended that:

- 1. The report from the Manager of Licensing and Enforcement dated April 7, 2017, regarding 2017 User Fee By-law **BE RECEIVED**; and,
- 2. **By-law 2017-25** being a by-law to permit the Town of Amherstburg to impose fees or charges with respect to services or activities provided, related costs payable, and for the use of its property be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

# 2. BACKGROUND:

The Town of Amherstburg is responsible for ensuring that the delivery of local services is undertaken in accordance with the provisions of Provincial legislation. To offset the cost of providing services municipalities are permitted to charge fees. Administration has been proactive in ensuring that the programs and services provided by the Town reflect a proper level of costs recovery.

Increasingly, municipalities look at user fees to help offset the impact of municipal services on property taxes. The rationale for charging user fees is predicated on recovering costs from those that benefit from the service provided should be responsible to pay for it. Funding programs and services through taxation results in the general tax base funding Town programs and services whether or not they receive any direct benefit from them. Defining indirect benefit to the tax payer from various programs and services can prove to be difficult; however, it is known that a municipality does

provide a range of services that are generally understood to benefit the "common good" within the community, such as garbage collection.

The Town of Amherstburg reviews user fees annually as part of the annual budget review process. User fees allow for the change in programming and services to accommodate demand without requiring subsidies from other services. Also, user fees generate revenue to fund all or part of the provision of the service, charging user fees can make a substantial difference in the Town's budget.

# 3. <u>DISCUSSION</u>:

Administration completed a detailed review of the user fees for services offered by the Town. The review included a municipal comparison of fees with surrounding municipalities and has ensured conformity with various pieces of legislation including the Municipal Act, Planning Act and Building Code Act.

As a result of the user fee review, administration is proposing changes to existing fees and new fees for Council's consideration in the Recreation and Water Departments. Appendix "A" reflects the current fee and the 2017 proposed changes.

User Groups who are charged a yearly player fee were provided information in 2015 that identified fee increases to their annual fees as follows:

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2015 and 2016 - $13 per player
2017 and 2018 - $14 per player
2018 and 2020 - $15 per player
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As well, specific to Amherstburg Minor Baseball, a new fee was introduced in 2016 that was charged to their introductory level of tee-ball. As a result of this category's length of season, which was half as long as other age categories, Council approved a fee that represented ½ of the regular player fee. Following this recommendation, the 2017 tee-ball fee is recommended to increase from \$6.50 per player to \$7.00 per player.

In the past, the water connection fees have been billed on a time and material basis from the Water Department. Depending on which side of the road the water main was located on the costs could vary significantly. The costs have been estimated for a long and short water service and averaged. The proposed changes ensure that the fees are fair and consistent for this type of service for all residents.

In May 2016, Council passed By-law 2016-21, this By-law provides authorization to the Clerk to recover the costs incurred by the Municipality for MVA's and stipulates the charges for these services to be:

- Current MTO rate per apparatus (currently set at \$450/hour)
- Personnel per hour / personnel per call rates (OT rates for full-time officers, current per call rates for volunteers)
- Any additional costs to the Amherstburg Fire Department (AFD) for each and every call

These fees for emergency response have now been included in the User Fee By-law schedule.

With regards to the elimination of the tax notice reprint fees, ratepayers could receive tax notices by various methods, such as being enrolled in a pre-authorized payment plan or being represented by a financial institution and may not receive an actual tax notice to begin with. In using these methods, rate payers will not receive an actual tax bill. This could result in an inconsistency with the application of the reprint of the tax notice fee if the rate payer has not received a notice to begin with. Elimination of this fee makes it a fair and consistent practice from a customer service perspective.

With regards to the elimination of the Tax Sale Tender Packages fee, the Town has recently begun using an online program; therefore there is no longer a need to print the tender packages. Additionally, printed copies of the tender packages are provided to the municipality at no cost. For these reasons, we do not have a requirement for this user fee.

Public notice for the User Fee proposed was posted in accordance with the Town's Provision of Notice to the Public policy.

# 4. RISK ANALYSIS:

User fees are required to be reviewed on an annual basis. A failure to do so may result in a significant time period lapsing before fees are adjusted to meet appropriate levels. This may result in lost opportunities for the Town to recover costs and place additional pressure on the general tax levy.

# 5. FINANCIAL MATTERS:

The impact of the existing user fees are incorporated within the revenue lines of the various departments in the 2017 proposed budget.

Increases or new fees have not been reflected in the 2017 budget.

The impact of the increases will be presented in the quarterly variance reports to council in 2017 and will form the basis for future budget development.

# 6. **CONSULTATIONS**:

The Treasurer, Manager of Recreation Services and Manager of Environmental Services were consulted on this report.

# 7. <u>CONCLUSION</u>:

Approval of the User Fee By-law will allow the Town of Amherstburg to charge users for services at a comparable rate to that of other municipality's user fees within the Essex County Region.

Nicole Rubli

**Manager of Licensing and Enforcement** 

HJS

# **Report Approval Details**

Document Title:	2017 User Fee By-law.docx
Attachments:	<ul> <li>- 2017 Proposed Changes Recreation.pdf</li> <li>- 2017 Proposed Changes PWD.pdf</li> <li>- 2017 Proposed Changes Fire.pdf</li> <li>- 2017 Proposed Changes Finance.pdf</li> <li>- 2017-25 USER FEE BY-LAW.pdf</li> </ul>
Final Approval Date:	Apr 18, 2017

This report and all of its attachments were approved and signed as outlined below:

Mark Galvin - Apr 13, 2017 - 9:51 AM

Justin Rousseau - Apr 13, 2017 - 10:48 AM

John Miceli - Apr 13, 2017 - 1:13 PM

Paula Parker - Apr 18, 2017 - 6:38 PM

Parks, Facilities, Recreation and Culture Department				
Service	Fee Basis	Current Fee	Revised Fee	Change from 2016
ADMINISTRATION FEES	100 Busis	Guitoiki 100	11011304100	onange nom ze re
Security Deposit	per rental	\$ 250.00		No Change
Refunds - (programs and rentals)	per transaction	\$ 15.00		No Change
Set - Up / Take Down Rate - Amherstburg Staff	per rental	\$ 20.00		No Change
Banner Appliation Fee	per banner	\$ 100.00		No Change
AMHERSTBURG INDOOR RECREATION FACILITIES FEES				
Ice Time				
Prime	per hour	\$ 165.10		No Change
Non-Prime	per hour	\$ 144.08		No Change
Off-Off Prime Time	per hour	\$ 59.84		No Change
Local Minor Sports Association Prime	per hour	\$ 162.50		No Change
Local Minor Sports Association Non-Prime	per hour	\$ 141.81		No Change
Sr Adult Sports or private booking Non-Prime (before 4:00 pm)	per hour	\$ 73.66		No Change
Public Skating - General (per person)	per person	\$ 3.00		No Change
Public Skating - General (per family)	Max of 5	\$ 8.00		No Change
Senior Public Skate	per person	\$ 4.42		No Change
Parent & Tots (per person)	per person	\$ 3.00		No Change
Hockey / Figure Skating drop-in		\$ 8.00		No Change
Dry Floor Time	per person	\$ 0.00		ivo Change
Arena Floor Rental Prime Time (Inline and Ball Hockey - dry floor rental)	nor hour	\$ 59.84		No Change
Arena Floor Rental Non - Prime (Inline and Ball Hockey - dry floor rental)	per hour			
	per hour			No Change
**Show/Sale (in advance) per day	per day	\$ 500.00		No Change
Indoor Soccer Field		T		No Change
Prime Non-Drives	per hour	\$ 113.49		No Change
Non-Prime	per hour	\$ 104.04		No Change
Local Minor Sports Association Prime	per hour	\$ 111.70		No Change
Local Minor Sports Association Non-Prime	per hour	\$ 102.40		No Change
Youth - Drop-in Soccer	per hour	\$ 3.00		No Change
Adult - Drop-in Soccer	per hour	\$ 7.08		No Change
Adult - Drop-in Baseball	per hour	\$ 7.08		No Change
Multi Purpose Room Upstairs in Arena (Small room)	<u> </u>	TT		T
Prime Time Rental	per hour	\$ 23.01		No Change
Non -Prime Time Rental	per hour	\$ 18.42		No Change
Local Minor Sports Association Prime	per hour	\$ 22.65		No Change
Local Minor Sports Association Non-Prime	per hour	\$ 18.13		No Change
Weekend - Daily Alcohol & Non-Alcohol - Half Day ( 4 hours)	per event	\$ 230.17		No Change
Weekend - Daily Alcohol & Non-Alcohol - Full Day ( 8 hours)	per event	\$ 414.31		No Change
Board Room In Arena (Office Area)				
All Hours	N/A	N/A		No Change
Leasing Space/Essex Power Energy Zone				
Prime Time Rental	per hour	\$ 36.25		No Change
Non -Prime Time Rental	per hour	\$ 27.19		No Change
Community Room				
Prime Time Rental	per hour	\$ 46.03		No Change
Non -Prime Time Rental	per hour	\$ 36.83		No Change
Kitchen - Prime or Non-Prime	per hour	\$ 18.41		No Change
Weekend - Daily Alcohol & Non-Alcohol - Half Day ( 4 hours)	per event	\$ 230.17		No Change
Weekend - Daily Alcohol & Non-Alcohol - full Day ( 8 hours)	per event	\$ 414.31		No Change
** Kitchen included in half day and full day rentals				ÿ

Service	Fee Basis	Current Fee	Revised Fee	Change from 2016
AMHERSTBURG OUTDOOR RECREATION FACILITIES FEES	ree basis	Current ree	Reviseu ree	Change Iron 2010
Pavillion Rentals				
Wedding / Special Event	per 2 hours	\$ 69.05		No Change
** There is no alcohol allowed in KNYP Please refer to KNYP passive By-Law	pci z riours	Ψ 07.03		No Change
Full Park Rentals, Special Events & Equipment				140 Change
Family Reunion/Picnic, etc. (no alcohol)	per rental	\$ 82.86		No Change
Special Event Park Rental	per rental	\$ 224.78		No Change
Special Event Road Rental	per rental	\$ 224.78		No Change
Garbage Barrels	per barrel	\$ 2.00		No Change
Garbage Bags	per barrer per 100	\$ 25.00		No Change
Road Barriers		\$ 25.00		No Change
	per barrier			
Pylons Pionis Table sentel	per pylon			No Change
Picnic Table rental	per table	\$ 12.00		No Change
Recycle Bin with wheels	per unit	\$ 25.00		No Change
Recycle Box	per unit	\$ 2.00		No Change
Baseball Diamonds		1 +		1
Baseball Diamond	per game	\$ 7.37		No Change
Local Minor Sports Association Diamond	per game	\$ 7.25		No Change
Baseball Diamond - Libro Credit Union Centre - Un-Lit	per game	\$ 32.23		No Change
Baseball Diamond - Libro Credit Union Centre - Lit	per game	\$ 52.48		No Change
Local Minor Sports Association - Libro (Un-lit)	per game	\$ 31.72		No Change
Local Minor Sports Association - Libro (Lit)	per game	\$ 51.65		No Change
Baseball Diamond - Half Day ( 4 hours)	per day	\$ 29.46		No Change
Baseball Diamond - Per Day ( 8 hours)	per day	\$ 58.00		No Change
Local Minor Baseball Association (T-Ball)	per player	\$ 6.50	\$ 7.000	\$0.50
Local Minor Baseball Association	per player	\$ 13.00	\$ 14.000	\$1.00
Soccer/Football Field				
Grass Field	per game	\$ 7.37		No Change
Local Minor Sports Association - Grass Field	per game	\$ 7.25		No Change
Premier Turf Field - Un-Lit	per game	\$ 32.23		No Change
Premier Turf Field - Lit	per game	\$ 52.48		No Change
Local Minor Sports Association - Premier Turf (Un-lit)	per game	\$ 31.72		No Change
Local Minor Sports Association - Premier Turf (Lit)	per game	\$ 51.65		No Change
Football Field Grass - Half Day ( 4 hours)	per day	\$ 29.46		No Change
Football Field Grass- Per Day ( 8 hours)	per day	\$ 58.00		No Change
Local Minor Sports Association - Football Field Grass (Half Day)	per day	\$ 29.00		No Change
Local Minor Sports Association - Football Field Grass (Full Day)	per day	\$ 57.09		No Change
Minor Soccer Association	per player	\$ 13.00	\$ 14.000	\$1
Tennis Courts		<u> </u>	<u>,                                    </u>	
Single Court	per hour	\$ 3.68		No Change
All Courts at location	per day	\$ 9.20		No Change
All courts - Half Day ( 4 hours)	4 hours	\$ 27.63		No Change
All Courts - Per Day ( 8 hours)	per evening	\$ 55.24		No Change
Field and Track Area	ps. svormig	Ţ 00.ZŦ		snango
Evening (with alcohol)	per evening	\$ 184.14		No Change
All day( with alcohol)	per day	\$ 368.28		No Change
Private Rental (no alcohol)	per day	\$ 92.07		No Change
(**LCBO Special Occasion Permit is Mandatory along with Insurance Certificate covering		Ψ /2.07	ı	140 Ondrigo

Service	Fee Basis	Current Fee	Revised Fee	Change from 2016
AMHERSTBURG COMMUNITY PROGRAMMING FEES				
Seasonal Activities and Programs				
Parent & Tot	per class	\$6.25		No Change
Pre-School	per class	\$6.25		No Change
Youth	per class	\$9.00		No Change
Adult	per class	\$11.00		No Change
Senior	per drop-in	\$5.00		No Change
Children & Youth - Drop In	per drop-in	\$8.00		No Change
Adult - Drop - In	per drop-in	\$8.00		No Change
Day Camp				
Daily	per day	\$25.00		No Change
Weekly	per week	\$125.00		No Change
Specialty Camp	per week	\$137.00		No Change
Hot Lunch fee	per lunch	\$5.00		No Change
Aquatic Season Pass				
Length Swims - Entire Season	season	\$50.00		No Change
Public Swim - Per person	season	\$40.00		No Change
Family Public Swim	season	\$80.00		No Change
Aquatic Drop-Ins				
Pre-School	per swim	\$2.25		No Change
Youth	per swim	\$2.25		No Change
Adult	per swim	\$3.00		No Change
Family	per swim	\$8.00		No Change
Swimming Programs	'			
Parent & Tot	per class	\$6.00		No Change
Pre-School	per class	\$6.00		No Change
Youth	per class	\$6.00		No Change
Private Lessons - one student	per person/30 mins	\$20.00		No Change
Private Lessons - two students	per person/30 mins	\$15.00		No Change
Private Lessons - three students	per person/30 mins	\$11.00		No Change
Private Lessons- four students	per person/30 mins	\$11.00		No Change
*Family will include 5 members max. / Youth under 14 years are exempt from HST				J .

Town of Amherstburg User Fee Schedule					
Public Works / Drainage					
Service	Service Fee Basis Approved Fee		2017 Proposed Change		
Public Sewer Connection & Inspections Required	Per Inspection	\$ 40.00	Remove		
Curb Cut & Driveway	Per Cut	\$ 50.00			
Lawyers Inquiries (orders on residential /commercial/industrial property for buyers)	Per Inquiry	\$ 75.00			
Frontage Fee for New Water Connection (where debt has been retired)	Per Connection	\$ 2,000.00	Remove		
Water Meter Fee	3/4" Permit/Water Meter Fee	\$ 380.00	\$ 470.00		
Water Meter Fee	1" Permit/Water Meter Fee	\$ 500.00	\$ 560.00		
Water Meter Fee	1 1/2" Permit/Water Meter Fee	\$ 870.00	\$ 1,020.00		
Water Meter Fee	2" Permit/Water Meter Fee	\$ 1,020.00	\$ 1,135.00		
Disconnection /Removal of Water Service	Per disconnection	\$ 2,000.00			
Water Meter Testing for Customer	Per test	\$ 250.00			
Hydrant Valve Installation & Removal Fee	Per Inspection	\$ 125.00			
Hydrant Water Usage Fee	per usage	New proposed fee	current water rate		
Overstrength Sewage Treatment – Amherstburg Wastewater Treatment Plant	per kg	based on previous years actuals			
New Water Service Connections	3/4" Water Service	New proposed fee	\$ 2,750.00		
New Water Service Connections	1" Water Service	New proposed fee	\$ 2,950.00		
New Water Service Connections	1 1/2" & 2" Water Service	New proposed fee	at cost		
After Hours Water Shut Off/ON	per service	New proposed fee	\$ 175.00		

	re Department		
Service	Fee Basis	Current Fee	2017 Proposed Change
ADMINISTRATION FEES			
Fire Search (Lawyers letters)	per search	\$80.00	No Change
Fire Report (Fire no investigation	per search	\$80.00	No Change
Fire Report (Investigation with pictures)	per report	\$250.00	No Change
Inspection with Fire Code deficiencies	per hour	\$80.00	No Change
Re-inspection after Notice of Violation	per hour	\$80.00	No Change
Request inspection (letter required)	per hour	\$80.00	No Change
Firework Application and review	per hour	\$80.00	No Change
Fire Safety Plan review	per hour	\$80.00	No Change
Lockbox program	one time fee	\$80.00	No Change
MVA response to non-resident vehicles	per hour per truck	\$410.00	No Change
Smoke Alarm installation	per smoke alarm	\$40.00	No Change
Risk & Safety management Level 1 propone	per hour	\$80.00	No Change
Risk & Safety management Level 2 propone	per hour	\$80.00	No Change
Open burn	per call (<6 firefighters)	\$410.00	No Change
Open burn	per call (>6 firefighters)	\$820.00	No Change
Assistance for private standby beyond normal	per hour per truck	\$410.00	No Change
Annual Business Licence Inspections	per hour	\$80.00	No Change
False Alarm as per Bylaw 2016-26	per truck after 3	\$410.00	No Change
Emergency Response-Fire Department	per hour/per truck	NEW as per By-law 2016-21	*Current MTO rate
Emergency Response-Fire Department	personnel per hour/personnel per call	NEW as per By-law 2016-21	**Current rate
	Any other costs associated with the response of each and every call		
*Current MTO rate will be determined by the Clerk a  **Current personnel per hour and per call rates will l per call rates at the date of invoice.			

Finance Department				
Service	Fee Basis	Арр	roved Fee	
Adding Charges to Roll	Per Transaction	\$	100.00	
Financing Administrative Fee	Per Property	\$	100.00	
Indemnity Processing Charge	Per Occurrence	\$	50.00	
Misdirected Payment	Per Transaction	\$	25.00	
NSF/Returned Payment Charge	Per Occurrence	\$	40.00	
Refund Charge	Per Occurrence	\$	25.00	
Tax Certificates	Per Certificate	\$	75.00	
<del>Tax Notice reprint</del>	Per Reprint	-\$	10.00	
Tax Research (For Tax, Accounting or Finance)	Per	\$	50.00	
Tax Sale Registration 2nd Letter	Per	\$	50.00	
Tax Sale Registration Final Letter Before Registration	Per	\$	50.00	
<del>Tax Sale Tender Package</del>	<del>Per</del>	\$	10.00	
Title Search - 2 years arrear	Per Search	\$	50.00	

# 2017 Proposed Change

No Change

# Eliminate Fee

No Change

No Change

No Change

Eliminate Fee

No Change

#### THE CORPORATION OF THE TOWN OF AMHERSTBURG

#### **BY-LAW NO. 2017-25**

By-law to permit the Town of Amherstburg to impose fees or charges with respect to services or activities provided, related costs payable, and for the use of its property

**WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws imposing fees or charges on any class or persons;

**AND WHEREAS** the Building Code Act, 1992, S.O. 1992, c. 23, as amended provides that a municipality may pass by-laws imposing fees and charges;

**AND WHEREAS** the Planning Act, R.S.O. 1990, c. P.13, as amended, provides that a municipality may pass by-laws imposing tariffs, fees and charges.

**NOW THEREFORE** the Council of the Corporation of the Town of Amherstburg enacts as follows:

- 1. THAT the rates and service charges, as outlined in Schedule "A" attached hereto and forming part of this By-law.
- 2. THAT such services and activities will not be provided until payment of the appropriate fee or charge has been received.
- 3. THAT payment of any fee or charge in this By-law shall be in Canadian currency.
- 4. THAT some rates and service charges are subject to applicable sales tax.
- 5. THAT By-law 2016-11 is hereby repealed.

THIS by-law shall come into full force and effect on April 10, 2017

Read a first, second and third time this 10<sup>th</sup> day of April, 2017.

MAYOR- Aldo DiCarlo
CLERK – Paula Parker

#### Town of Amherstburg User Fee Schedule **Administrative Services** Service Fee Basis **Approved Fee Photocopies** 0.30 Per Copy \$ Per Pin \$ 0.75 Pins Town Spoon Per Spoon \$ 5.00 \$ 75.00 Flags Per Flag 10.00 2 x 3 Street Maps Per Map \$ Clerk's Department Commissionaire of Oaths/Witness Signature Municipal Documents) Residents (Pension Documents Per Document \$ 10.00 Excluded) Commissionaire of Oaths/Witness Signature (Non Municipal Documents) Non Residents (Pension Per Document \$ 15.00 Documents Excluded) \$ MFFIPA Application Per 5.00 As per Ontario MFFIPA Other Regulation 823 Transfer of Electronic Documents (USB, Email) 10.00 \$ per Integrity Commissioner Filing fee \$ 125.00 per \$ **Election Nomination Fee - Mayor** per 200.00 Election Nomination Fee - Deputy Mayor/Councillor \$ 100.00 per Per CD \$ 10.00 Copies of recorded council meeting Administrative Charge for subrogated third party damages \$ 100.00 per

Licensing & Enforcement Department			
Service	Fee Basis	Аррг	oved Fee
Auctioneer	Per Licence	\$	78.00
Lotteries/Bingos/Raffles	Per Licence	Legisl	ated at 3%
Carnivals, Fairs/Midways	Per Licence	\$	150.00
Circuses	Per Licence	\$	150.00
Concerts	Per Licence	\$	150.00
Driving Schools	Per Licence	\$	150.00
Festivals	Per Licence	\$	150.00
Flea Markets	Per Licence	\$	150.00
Hawkers and Peddlers	Per Licence	\$	78.00
Horse Drawn Carriage Owners Drivers	Per Licence	\$	78.00
Limousine Driver	Per Licence	\$	78.00
Limousine Owner	Per Licence	\$	78.00
Pedi cabs Owners/Drivers	Per Licence	\$	78.00
Petting Zoos	Per Licence	\$	150.00
Portable Sign Contractors	Per Licence	\$	100.00
Produce Vendors	Per Licence	\$	150.00
Refreshment Vehicles (All Classes)	Per Licence	\$	78.00
Second Hand Shops	Per Licence	\$	200.00
Special Event Sales	Per Licence	\$	78.00
Taxicab Broker	Per Licence	\$	75.00
Taxicab Driver	Per Licence	\$	60.00
Taxicab Owner	Per Licence	\$	70.00
Trade Shows	Per Licence	\$	150.00
Amusement Arcades	Per Licence	\$	200.00
Automobile Body Repair Shops	Per Licence	\$	200.00
Barbershops	Per Licence	\$	200.00
Beauty Salons	Per Licence	\$	200.00
Bed and Breakfasts	Per Licence	\$	200.00
Bingo Halls	Per Licence	\$	200.00
Boarding/Lodging/Rooming Houses	Per Licence	\$	200.00
Body piercing parlours	Per Licence	\$	200.00
Bowling Alleys	Per Licence	\$	200.00
Business Service Establishments	Per Licence	\$	200.00
Campgrounds/Trailer Parks	Per Licence	\$	200.00
Caterers	Per Licence	\$	200.00
Dry Cleaners	Per Licence	\$	200.00
Florist Shops	Per Licence	\$	200.00
Food Shops	Per Licence	\$	200.00
Gas Stations	Per Licence	\$	200.00

Service	Fee Basis	App	roved Fee
Hotels/Motels	Per Licence	\$	200.00
Indoor Recreational Establishments	Per Licence	\$	200.00
Office (General, Business, Service)	Per Licence	\$	200.00
Pet Groomers	Per Licence	\$	200.00
Pet Shops	Per Licence	\$	200.00
Public Halls (all classes)	Per Licence	\$	200.00
Race Tracks	Per Licence	\$	150.00
Restaurants	Per Licence	\$	200.00
Retail Store	Per Licence	\$	200.00
Snack Bars	Per Licence	\$	200.00
Swimming Pools	Per Licence	\$	200.00
Tattoo parlours	Per Licence	\$	200.00
Theatres	Per Licence	\$	200.00
Wrecking Yards	Per Licence	\$	200.00
Adult Book/Magazine Sales	Per Licence	\$	100.00
Adult Entertainment Attendants	Per Licence	\$	78.00
Adult Entertainment Parlours	Per Licence	\$	200.00
Adult Merchandise Sales	Per Licence	\$	200.00
Adult Videotape Sales/Rental	Per Licence	\$	200.00
Marriage Licences	Per Licence	\$	117.00
Liquor Licence Application Processing			
	Per Application	\$	50.00
Application for Noise Exemption	Per Application	\$	50.00
Death Registration	Per	\$	15.00
Dog Licence	Per Spayed / Neutered Dog	\$	15.00
Dog Licence	Per Unspayed / un-neutered Dog	\$	25.00
Late Fee - Dog Tag -After April 30	Per	\$	10.00
Application for Fence Variance	Per	\$	50.00
Fence Viewing	Per	\$	400.00
Appear before Property Standards Committee		\$	100.00
Property Standards Order	Per	\$	100.00
Property Standards Order Reinspection	Per	\$	100.00
		\$50 + Cost of	
Register Property Standards Order on Title	Per	Registration	
By-law Violation - Administrative Fee -Work Completed		20% of Invoice cos	
by the Town	Per	/ minimu	ım \$100.00

Finance Department			
Service	Fee Basis	App	roved Fee
Adding Charges to Roll	Per Transaction	\$	100.00
Financing Administrative Fee	Per Property	\$	100.00
Indemnity Processing Charge	Per Occurrence	\$	50.00
Misdirected Payment	Per Transaction	\$	25.00
NSF/Returned Payment Charge	Per Occurrence	\$	40.00
Refund Charge	Per Occurrence	\$	25.00
Tax Certificates	Per Certificate	\$	75.00
Tax Research (For Tax, Accounting or Finance)	Per	\$	50.00
Tax Sale Registration 2nd Letter	Per	\$	50.00
Tax Sale Registration Final Letter Before Registration	Per	\$	50.00
Title Search - 2 years arrear	Per Search	\$	50.00

Public Works / Drainage				
Service	Fee Basis		Fee Basis Approved Fee	
Public Sewer Connection & Inspections Required	Per Inspection	\$	40.00	
Curb Cut & Driveway	Per Cut	\$	50.00	
Lawyers Inquiries (orders on residential /commercial/industrial property for buyers)	Per Inquiry	\$	75.00	
Frontage Fee for New Water Connection (where debt has been retired)	Per Connection	\$	2,000.00	
Water Meter Fee	3/4" Permit/Water Meter Fee	\$	380.00	
Water Meter Fee	1" Permit/Water Meter Fee	\$	500.00	
Water Meter Fee	1 1/2" Permit/Water Meter Fee	\$	870.00	
Water Meter Fee	2" Permit/Water Meter Fee	\$	1,020.00	
Disconnection /Removal of Water Service	Per disconnection	\$	2,000.00	
Water Meter Testing for Customer	Per test	\$	250.00	
Hydrant Valve Installation & Removal Fee	Per Inspection	\$	125.00	
Overstrength Sewage Treatment – Amherstburg Wastewater Treatment Plant	per kg	based on previou years actuals		

GIS Department			
Service	Fee Basis	Арр	roved Fee
8 1/2 x 11 Town core Street map (B & W)	Per Map	\$	1.00
8 1/2 x 11 Town core Street map (Colour)	Per Map	\$	1.00
11 x 17 Town core Street map (B & W)	Per Map	\$	2.00
11 x 17 Town core Street map (Colour)	Per Map	\$	2.00
8 1/2 x 11 Fenced Area Specified by Customer (B&W) W/Aerial	Per Map	\$	2.00
8 1/2 x 11 Fenced Area Specified by Customer (Colour) W/Aerial	Per Map	\$	2.00
11 x 17 Fenced Area Specified by Customer (B&W) W/Aerial	Per Map	\$	2.00
11 x 17 Fenced Area Specified by Customer (Colour) W/Aerial	Per Map	\$	4.00
Standard Products - Laser Plots (enlarged on plotter) Custom Mapping	Per Sq. Ft. Per Hour	\$	2.50 32.50

Fi	re Services		
Service	Fee Basis	Approved Fee	
Fire Search (Lawyer Letter)	Per Search	\$ 80.00	
Fire Report (No Investigation)	Per Report	\$ 80.00	
Fire Report (Investigation)	Per Report	\$ 250.00	
Inspection with Fire Code Deficiencies	Per Hour	\$ 80.00	
Re-Inspection after Notice of Violation	Per Hour	\$ 80.00	
Request Inspection (letter required)	Per Hour	\$ 80.00	
Firework Application and Review	Per Hour	\$ 80.00	
Fire Safety Plan Review	Per Hour	\$ 80.00	
Lockbox Program	One Time Fee	\$ 80.00	
MVA Response to Non Resident Vehicles	Per hour/Per truck	\$ 450.00	
Smoke Alarm Installation	Per Smoke Alarm	\$ 40.00	
Risk & Safety Management Level 1 Propane	Per Hour	\$ 80.00	
Risk & Safety Management Level 2 Propane	Per Hour	\$ 80.00	
Open Burn - Duty Officer Response	per Officer	\$ 225.00	
Open Burn	Per Call (< 6 Firefighters)	\$ 450.00	
Open Burn	Per Call (> 6 Firefighters)	\$ 900.00	
Assistance for Private Standby Beyond Normal Fire Protection	Per hour/Per truck	\$ 450.00	
Annual Business License Inspection	Per Hour	\$ 80.00	
False Alarm (After 3 Occurrences in 12 month period)	Per truck	\$ 450.00	
Emergency Response-Fire Department	per hour/per truck	*Current MTO rate	
Emergency Response-Fire Department	personnel per hour/personnel per call	**Current rate	
	Any other costs associated with the response of each and every call		
* Current MTO rate will be determined by the Clark on nor the	ANT TO ST. THE ST. CT.	. ,	

Current MTO rate will be determined by the Clerk as per the Ministry of Transportation rate at the date of invoice

<sup>\*\*</sup>Current personnel per hour and per call rates will be determined based on the hourly rate of FT firefighter and volunteer per call rates at the date of invoice.

Planning Department			
Service	Fee Basis	Арі	proved Fee
Application to Amend the Official Plan	Deposit	\$	2,000.00
Application to Amend Zoning By-law	Deposit	\$	2,000.00
Application to Amend Zoning By-law to A-36	Deposit	\$	1,000.00
Consideration of an Application to the County of Essex for Approval of a Plan of Subdivision	Deposit	\$	2,000.00
Application for the Approval of Site Plans & Site Plan Agreement for New Development within Designated Site Plan Control Area	Deposit	\$	2,000.00
Consideration of an Application to the County of Essex for Approval of a Plan of Condominium	Deposit	\$	2,000.00
Consideration of an Application for Conversion, Demolition, Renovation or Repair, or Severance Under the Rental Housing Protection Act	Deposit	\$	2,000.00
Part Lot Control By-law	Deposit	\$	1,000.00
Holding (H) Removal By-law	Deposit	\$	1,000.00

With respect to Application to amend the Official Plan, Application to amend the Zoning By-law, consideration of an Application to the Minister of Municipal Affairs and Housing for approval of a Plan of Subdivision, an application for the Approval of Site Plans and a Site Plan Agreement for new Development within a Designated Site Plan Control area, consideration of an Application to the Minister of Municipal Affairs and Housing for Approval of Plan of Condominium, consideration of an Application for Conversion, Demolition, Renovation or Repair, or Severance under the Rental Housing Protection Act, Part Lot Control By-law, Holding (H) Removal By-law if the costs of the Municipality for processing the subject planning applications exceed the amount of the deposit, the applicant shall promptly pay to the Town of Amherstburg, such excess amount upon receipt of an invoice therefore from the Town; and if the costs of the Municipality for processing the subject applications are less than the amount of the deposit, the Town shall promptly pay to the applicant the difference.

Application for Consent to Sever Land	Fee	\$ 500.00
Application for a Minor Variance or Permission to Enlarge, Extend or Alter the Use of a Legal Nonconforming Use	Fee	\$ 500.00
Certificate of Validation	Fee	\$ 250.00
Copy of Official Plan or Zoning Bylaw	Per Copy	\$ 50.00
Planning Letter	Per Inquiry	\$ 75.00

Building Department			
Service	Fee Basis	Approved Fee	
Part 1 -A minimum fee of \$50.00 is required for all applications			
Residential Group "C" - Finished Area above entrance level Residential Group "C" - Finished Area below entrance level	per Sq Ft per Sq Ft	\$ 1.00 \$ 0.75	
Industrial Division F1, F2, F3 as set forth under the Ontario Building Code	per Sq Ft	\$ 1.00	
Institutional or Group "B"  Commercial or Group D & E	per Sq Ft per Sq Ft	\$ 1.00	
Assembly or Group A Division 1,2,3 & 4 Residential Garages, Carports, Sheds, Open Roofless Decks	per Sq Ft per	\$ 150.00	
Residential Swimming pools Finished Residential Basements/Attics	per per Sq Ft	\$ 100.00 \$ 0.75	
Change of Use Permit	per	\$ 120.00	
Projects not specifically listed above including: additions, porches, canopies, retaining walls, fireplaces, renovations, building repairs authorized under Property Standards By-law, machine bases, greenhouses and any other structure or project not listed or classified elsewhere	per permit	12.00 per \$1000 or part thereof construction value up to \$10,000,000 \$1.50 per \$1000 construction value Minimum 100.00 - %15 increase	
Tents and other short term temporary structures:  (a) Large Tent requiring an Engineer's design	per permit	\$ 100.00	
(b) Small Tents	per permit	\$ 50.00	

Service	Fee Basis	Approved Fee
Demolitions Residential Part 9	per permit	\$ 100.00
Demolitions Non-Residential	per permit	\$ 800.00
Demolitions Buildings Exceeding 10,000 sq. ft.	per permit	\$ 1,000.00
Projects commenced prior to permit application being filed with the Building Department	per permit	2 times cost of applicable permit
Farm Buildings as defined in Ontario Building Code Section 1.1.3.2 Up to 10,000 sq. ft floor area	per permit	\$ 500.00
Farm Buildings as defined in Ontario Building Code Section 1.1.3.2 over 10,000 sq. ft floor area	per permit/per sq. ft.	.10 per square foot
Permanent Signs	per sign face	\$ 100.00
Portable Signs - renewed annually	per sign/per year	\$ 100.00
Part 2 - Plumbing Permit Fees	, 5 , 3	
P-1 Residential Buildings under Part 9 of the Ontario Building Code P-2 Residential Building under Part 3 of the Ontario Building Code P-3 Other types of buildings not specifically listed in P-1 or P-2	per dwelling unit or tenant space per unit	\$ 125.00 \$125 for the 1st unit or suite and \$75.00 for each additional unit or suite
j. , , , ,	per	\$100.00 + \$12.50 per fixture
Backflow preventor	per	\$ 75.00
Each additional backflow preventor	per	\$ 10.00
The construction, repair, renewal or alteration of a building di	1	
Each 15 metres (50 feet) or fraction thereof  Installation of additional fixtures or appliances prior to the	per per fixture as defined under Section 7 of the	\$ 9.00
completion of plumbing work covered by a previous permit	OBC	\$ 5.00
Minimum plumbing permit fee	per permit	\$ 125.00

Service	Fee Basis	Approved Fee
PART 3 -SEWER FEES		
Installation of new sanitary or storm sewer piping for a single	family dwelling	<b>:</b>
Sanitary Sewer	per permit	\$ 100.00
Storm Sewer	per permit	\$ 100.00
Drainage piping and storm drainage piping not within a buildi interceptor to construct, repair, renew or alter,	ng, excluding g	rease, oil or sediment
Drainage piping, and/or storm drainage piping servicing any type of building or other than a single family dwelling:	per permit	\$ 100.00
Storm drainage piping servicing land, but not connected to a building:	per permit	\$ 100.00
For each manhole that is connected to drainage piping and/or storm drainage piping	per permit	\$ 100.00
For each catch basin that is connected to storm drainage piping	per permit	\$ 20.00
PART 4 - ON SITE PART 8 SEWAGE SYSTEMS		
Permits  A minimum parent for its required for all continues.	I	ф 12F 00
A minimum permit fee is required for all applications	per permit	\$ 125.00
The decommissioning of septic systems and installing new lateral sanitary sewers	per permit	\$ 250.00
There shall be no fee for the construction of not more than 5 tank	eet of drainage	piping from building to septic
New systems or replacement systems (raised bed/trench system)	per permit	\$ 750.00
Tertiary System:	per permit	\$ 850.00
Tank Replacement only	per permit	\$ 300.00
Holding Tank	per permit	\$ 800.00
Septic Repairs (Property Standards)	per	\$ 150.00
Septic Inspections (condition of severance)	per	\$ 150.00
Reviews and Assessments		
Subdivision (per lot)	per	\$ 150.00
Severance application	per	\$ 150.00
Minor Variance	per	\$ 150.00
Building Addition/Alteration	per	\$ 200.00
Property Inquiries	per	\$ 100.00

Service	Fee Basis	Approved Fee		
PART 5 - WATER SERVICE PIPING BEYOND THE BUILDING CONTROL VALVE				
Installation to extend, alter,reconstruct or install water service upstream of the water meter of building control valve.	e piping serving	more than one building		
Install water service piping serving more than one building	per permit	\$ 100.00		
PART 6 - SPECIAL FEES	•			
FEES FOR ADDITIONAL INSPECTIONS				
Extra Inspections:				
For inspections made necessary due to work not ready for inspection following notification	per	\$ 60.00		
Special Inspections:	•			
Standby inspection	per hour	\$ 60.00		
Examination of revised plans	per	\$ 150.00		
	per hour- minimum of 2			
Inspection outside of normal working hours	hours	\$ 100.00		
Building Letter	per	\$ 75.00		
AMOUNT OF PERMIT FEES WHICH WILL BE RETAINED WHEI THE SAID FEES:	RE THE OWNER	APPLIES FOR A REFUND OF		
The conditions set out below related to the refund of building applicable fees which are to be retained by the Town of Amhe	•	various situations and the		
Prior to Permit being Issued				
Building Application withdrawn by the owner	per permit	25% of the building permit fee		
Permit is not issued by the Chief Building Official	per permit	but not less than \$50.00 and not		
Application abandoned	per permit	greater than \$1500.00		
Permit Issued:				
Applicant requests permission to cancel the permit	per permit			
Work does not commence and application for a refund is made within six (6) months of the date of the permit was issued.	per permit	50% of the building permit fee but not less than \$150.00		
Work commenced and is abandoned		No refund		
Permit Revoked	_	No refund		

Service	Fee Basis	Approved Fee
Indemnity Fees:		
NOTE: EXTRA FEES WITH RESPECT TO EXTRA INSPECTION PERMIT APPLICATION BEING FILED WILL BE DEDUCTED AU		
Residential	deposit	\$ 1,000.00
Commercial	deposit	\$ 1,000.00
Industrial	deposit	\$ 1,000.00
Institutional	deposit	\$ 1,000.00
Inground Pool	deposit	\$ 1,000.00
Above Ground Pool	deposit	\$ 500.00
Accessory detached buildings accessory to a single family		
dwelling	deposit	\$ 500.00
Farm buildings	deposit	\$ 500.00
Decks & porches requiring a permit	deposit	\$ 500.00

To indemnify the Town from any loss or damage it may sustain by reason of the work carried out under such permit. Upon the completion of all work performed under the said permit, the amount of such indemnity fee shall be returned to the applicant after deductions of the amount of any loss or damage to any property or installations of the Town or any public utility, which loss or damage, in the opinion of the authority having jurisdiction arose out of the performance of such work. Outstanding permit fees will be deducted from the indemnity fee at the time of release. The Municipality will levy a fifty dollar (\$50.00) non-refundable fee to cover costs of the indemnity inspections.

Parks, Facilities, Recreation and Culture	e Department		
Service	Fee Basis	Cui	rrent Fee
ADMINISTRATION FEES		T	
Security Deposit	per rental	\$	250.00
Refunds - (programs and rentals)	per transaction	\$	15.00
Set - Up / Take Down Rate - Amherstburg Staff	per rental	\$	20.00
Banner Appliation Fee	per banner	\$	100.00
AMHERSTBURG INDOOR RECREATION FACILITIES FEES			
Ice Time			
Prime	per hour	\$	165.10
Non-Prime	per hour	\$	144.08
Off-Off Prime Time	per hour	\$	59.84
Local Minor Sports Association Prime	per hour	\$	162.50
Local Minor Sports Association Non-Prime	per hour	\$	141.81
Sr Adult Sports or private booking Non-Prime (before 4:00 pm)	per hour	\$	73.66
Public Skating - General (per person)	per person	\$	3.00
Public Skating - General (per family)	Max of 5	\$	8.00
Senior Public Skate	per person	\$	4.42
Parent & Tots (per person)	per person	\$	3.00
Hockey / Figure Skating drop-in	per person	\$	8.00
Dry Floor Time			
Arena Floor Rental Prime Time (Inline and Ball Hockey - dry floor rental)	per hour	\$	59.84
Arena Floor Rental Non - Prime (Inline and Ball Hockey - dry floor rental)	per hour	\$	55.24
**Show/Sale (in advance) per day	per day	\$	500.00
Indoor Soccer Field			
Prime	per hour	\$	113.49
Non-Prime	per hour	\$	104.04
Local Minor Sports Association Prime	per hour	\$	111.70
Local Minor Sports Association Non-Prime	per hour	\$	102.40
Youth - Drop-in Soccer	per hour	\$	3.00
Adult - Drop-in Soccer	per hour	\$	7.08
Adult - Drop-in Baseball	per hour	\$	7.08
Multi Purpose Room Upstairs in Arena (Small room)			
Prime Time Rental	per hour	\$	23.01
Non -Prime Time Rental	per hour	\$	18.42
Local Minor Sports Association Prime	per hour	\$	22.65
Local Minor Sports Association Non-Prime	per hour	\$	18.13
Weekend - Daily Alcohol & Non-Alcohol - Half Day ( 4 hours)	per event	\$	230.17
Weekend - Daily Alcohol & Non-Alcohol - Full Day (8 hours)	per event	\$	414.31
BOARD ROOM IN ARENA (OFFICE AREA)	•		
All Hours	N/A		N/A
Leasing Space/Essex Power Energy Zone	<u> </u>	ı	-
Prime Time Rental	per hour	\$	36.25
Non -Prime Time Rental	per hour	\$	27.19
Total Table Table Total	portion	Ψ	

Service	Fee Basis	Cur	rrent Fee
Community Room	1 00 20010	0 0	
Prime Time Rental	per hour	\$	46.03
Non -Prime Time Rental	per hour	\$	36.83
Kitchen - Prime or Non-Prime	per hour	\$	18.41
Weekend - Daily Alcohol & Non-Alcohol - Half Day ( 4 hours)	per event	\$	230.17
Weekend - Daily Alcohol & Non-Alcohol - full Day (8 hours)	per event	\$	414.31
** Kitchen included in half day and full day rentals			
AMHERSTBURG OUTDOOR RECREATION FACILITIES FEES			
PAVILLION RENTALS	1		
Wedding / Special Event	per 2 hours	\$	69.05
** There is no alcohol allowed in KNYP Please refer to KNYP passive By-Law			
FULL PARK RENTALS, SPECIAL EVENTS & EQUIPMENT			00.07
Family Reunion/Picnic, etc. (no alcohol)	per rental	\$	82.86
Special Event Park Rental	per rental	\$	224.78
Special Event Road Rental	per rental	\$	224.78
Garbage Barrels	per barrel	\$	2.00
Garbage Bags	per 100	\$	25.00
Road Barriers	per barrier	\$	2.00
Pylons	per pylon	\$	5.00
Picnic Table rental	per table	\$	12.00
Recycle Bin with wheels	per unit	\$	25.00
Recycle Box	per unit	\$	2.00
BASEBALL DIAMONDS			
Baseball Diamond	per game	\$	7.37
Local Minor Sports Association Diamond	per game	\$	7.25
Baseball Diamond - Libro Credit Union Centre - Un-Lit	per game	\$	32.23
Baseball Diamond - Libro Credit Union Centre - Lit	per game	\$	52.48
Local Minor Sports Association - Libro (Un-lit)	per game	\$	31.72
Local Minor Sports Association - Libro (Lit)	per game	\$	51.65
Baseball Diamond - Half Day ( 4 hours)	per day	\$	29.46
Baseball Diamond - Per Day ( 8 hours)	per day	\$	58.00
Local Minor Baseball Association (T-Ball)	per player	\$	7.000
Local Minor Baseball Association	per player	\$	14.000

Service	Fee Basis	Current Fee
SOCCER/FOOTBALL FIELD		
Grass Field	per game	\$ 7.37
Local Minor Sports Association - Grass Field	per game	\$ 7.25
Premier Turf Field - Un-Lit	per game	\$ 32.23
Premier Turf Field - Lit	per game	\$ 52.48
Local Minor Sports Association - Premier Turf (Un-lit)	per game	\$ 31.72
Local Minor Sports Association - Premier Turf (Lit)	per game	\$ 51.65
Football Field Grass - Half Day ( 4 hours)	per day	\$ 29.46
Football Field Grass- Per Day ( 8 hours)	per day	\$ 58.00
Local Minor Sports Association - Football Field Grass (Half Day)	per day	\$ 29.00
Local Minor Sports Association - Football Field Grass (Full Day)	per day	\$ 57.09
Minor Soccer Association	per player	\$ 14.00
TENNIS COURTS		
Single Court	per hour	\$ 3.68
All Courts at location	per day	\$ 9.20
All courts - Half Day ( 4 hours)	4 hours	\$ 27.63
All Courts - Per Day ( 8 hours)	per evening	\$ 55.24
FIELD & TRACK AREA		
Evening (with alcohol)	per evening	\$ 184.14
All day( with alcohol)	per day	\$ 368.28
Private Rental (no alcohol)	per day	\$ 92.07
(**LCBO Special Occasion Permit is Mandatory along with Insurance Certificate coveri	ng days booked**)	
AMHERSTBURG COMMUNITY PROGRAMMING FEES		
SEASONAL ACTIVITIES & PROGRAMS		
Parent & Tot	per class	\$6.25
Pre-School	per class	\$6.25
Youth	per class	\$9.00
Adult	per class	\$11.00
Senior	per drop-in	\$5.00
Children & Youth - Drop In	per drop-in	\$8.00
Adult - Drop - In	per drop-in	\$8.00
DAY CAMP		
Daily	per day	\$25.00
Weekly	per week	\$125.00
Specialty Camp	per week	\$137.00
Hot Lunch fee	per lunch	\$5.00

Service	Fee Basis	Current Fee
AQUATIC SEASON PASS		
Length Swims - Entire Season	season	\$50.00
Public Swim - Per person	season	\$40.00
Family Public Swim	season	\$80.00
AQUATIC DROP-INS		
Pre-School	per swim	\$2.25
Youth	per swim	\$2.25
Adult	per swim	\$3.00
Family	per swim	\$8.00
SWIMMING PROGRAMS		
Parent & Tot	per class	\$6.00
Pre-School	per class	\$6.00
Youth	per class	\$6.00
Private Lessons - one student	per person/30 mins	\$20.00
Private Lessons - two students	per person/30 mins	\$15.00
Private Lessons - three students	per person/30 mins	\$11.00
Private Lessons- four students	per person/30 mins	\$11.00
*Family will include 5 members max. / Youth under 14 years are exempt from HST		_



#### THE CORPORATION OF THE TOWN OF AMHERSTBURG

#### OFFICE OF THE CAO

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Paula Parker	Report Date: March 20, 2017
Author's Phone: 519 736-0012 ext. 2238	Date to Council: April 24, 2017
Author's E-mail: pparker@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: 2018 Municipal Election – Voting Method

## 1. **RECOMMENDATION:**

It is recommended that:

- 1. The report from the Municipal Clerk/Returning Officer dated March 20, 2017 regarding 2018 Municipal Election Voting Method **BE RECEIVED**;
- 2. The traditional voting method with the use of electronic tabulators and internet voting **BE APPROVED** for advanced polls;
- The traditional voting method with the use of electronic tabulators only BE APPROVED as the method of voting on Election Day;
- 4. By-law 2017-22 being a by-law to authorize the use of optical scanning vote tabulators and the use of internet voting as an alternative voting method for advance voting in the 2018 Municipal Election be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same; and,
- 5. The Clerk **BE AUTHORIZED** to secure a vendor(s) for the 2018 Municipal Election.

#### 2. BACKGROUND:

Section 42 of the Elections Act provides authority for the council of a local municipality to pass by-laws authorizing electors to use an alternative voting methods such as internet, telephone or vote by mail. The Act indicates that the by-law authorizing alternate voting methods be enacted prior to May 1 of the year before the election. The

goal of the 2018 Amherstburg Municipal Election is to ensure that the voting process is open and transparent, is accessible to all eligible voters and further that each eligible voter has only one vote, and that individual ballot results are not disclosed.

## 3. <u>DISCUSSION</u>:

Alternative methods to choose from are vote by mail, telephone and/or internet. A combination of these methods is often used by municipalities. Alternative voting methods can also be used in combination with traditional (paper ballot) polling stations. The majority of Ontario municipalities now use some alternative form of voting other than or in combination with paper ballots at polling stations.

### **OVERVIEW OF VOTING METHODS:**

#### A. Vote By Mail

Qualified electors are mailed a voters kit, containing instructions along with a prescribed ballot depending on school support. They are asked to read the instructions and mark the ballot. They next put the ballot in a secrecy envelope and fill in the required information on the declaration form. The secrecy envelope containing the ballot, along with the declaration are placed in the return envelope and are forwarded to the municipality by mail or in person for counting on election day. It is important to note that if the declaration form is not signed, the ballot will not be counted.

## B. Internet Voting

Qualified electors will be mailed a voters kit, containing instructions and a secured password. Electors are directed to a website where they are instructed to provide their unique password as well as their date of birth. After the password and date of birth have been entered, and they match municipal records, a ballot containing a list of qualified candidates for the contested offices is displayed. The electors select his/her choices for the various offices and once complete, forwards their choices to the service provider for counting.

#### C. Telephone Voting

Qualified electors will be mailed a voters kit, containing instructions, and a secured password. Electors are provided a dedicated telephone number whereupon dialing, they are instructed to provide their unique password as well as their date of birth. After the password and date of birth have been entered, and they match municipal records, a ballot containing a list of qualified candidates for the contested offices is read. The elector selects his/her choices for the various offices by the prompts given, and once complete, verifies their choices and their votes are forwarded to the service provider for counting.

## D. Traditional Voting (paper ballots with optical scan vote tabulators)

Qualified electors arrive at the polls and authenticate their identity. If authentication is successful, the voter will be presented with a ballot containing a list of qualified

candidates for the contested offices. The voter proceeds to a private booth and marks his/hers choices and the completed ballot is placed in a special secrecy envelope and inserted into the Ballot Box via an electronic counting device. The tabulator scans the ballot, interprets the digital image of the ballot, stores and tallies the results and prints a cumulative total of all votes cast after the polls have been closed.

## ADVANTAGES & DISADVANTAGES OF THE VARIOUS METHODS:

## **Vote by Mail Advantages:**

- secure, as a voter kit is sent by prepaid first class mail individually to all qualified electors;
- qualified voters are provided a unique password and are required to provide additional security information, such as date of birth;
- reaches several categories of voters, such as persons with disabilities, seasonal residents, business travelers, students, snowbirds and non-resident voters;
- some possible financial savings as there is no longer the need to rent or staff traditional polling places with poll workers;
- environmentally positive in that there are no carbon emissions or paper waste;
- eliminates traditional advanced poll;
- no proxies;
- voter convenience and satisfaction in that citizens can vote at home and take a longer time to study the ballot and educate themselves on the issues and research the candidates and their stance on the issues;
- there is a paper trail should a recount be necessary;
- due to convenience, there is a possibility of increased voter turnout.

#### **Vote by Mail Disadvantages:**

- voter education programs are required to ensure that everyone understands the voting process and how to complete the vote by mail ballot properly;
- voter kits not received due to lost or misdirected mail;
- if the voter declaration is not signed, the ballot is not counted;
- the civic experience of voting with neighbours at a polling place no longer exists.
   Many voters show a preference for voting in the manner that is already familiar to them;
- a person moves to another municipality and mail is forwarded (rerouted) to them.
   Unknowingly they vote when they do not meet the qualifications of being a property owner/tenant;
- postal delays and/or late mailing results in ballots being received after voting day that are not counted;
- no provision for spoiled ballot replacement;

- a voter may be enticed or coerced into casting a vote that is different from his or her true preference;
- loss of care custody and control of the ballots, as a third party controls the mailings;
- slow vote counting, as ballots are counted after the close of polls on election day;
- there have been campaign frustrations expressed by candidates. A candidate
  has no way of knowing if an elector has already voted when they are knocking on
  doors or talking to voters on the street, retail establishments, etc. resulting in
  wasted campaign time and materials.

## **Internet Voting Advantages:**

- secure, as a voter kit is sent by prepaid first class mail individually to all qualified electors;
- qualified voters are provided a unique password and are required to provide additional security information, such as date of birth;
- reaches several categories of voters, such as persons with disabilities, seasonal residents, business travelers, students, snowbirds and non-resident voters;
- voter intent is clear, there are no spoiled ballots;
- eliminates traditional advanced voting;
- no proxies;
- flexibility in that votes can be cast anytime, anywhere during the voting period; it lets electors vote 24 hours a day during the prescribed period up to 8:00 PM on voting day from anywhere in the world;
- electors can use any device that connects to the internet to vote, including their computer, laptop, tablet or telephone;
- environmentally positive in that there are no carbon emissions or paper waste;
- some possible financial saving as there is no longer the need to rent or staff traditional polling places with poll workers;
- voter convenience and satisfaction in that citizens can vote at home and take a longer time to study the ballot and educate themselves on the issues and the research the candidates and their stance on the issues;
- prompt results are provided subject to the third parties capabilities;
- due to convenience, there is the possibility of increased voter turnout.

#### **Internet Voting Disadvantages:**

- voter education programs are required to ensure that everyone understands the voting process and how to complete the internet ballot properly;
- voter kits not received due to lost or misdirected mail;

- the civic experience of voting with neighbours at a polling place no longer exists.
   Many voters show a preference for voting in the manner that is already familiar to them;
- a person moves to another municipality and mail is forwarded (rerouted) to them.
   Unknowingly they vote when they do not meet the qualifications of being a property owner/tenant;
- a voter may be enticed or coerced into casting a vote that is different from his or her true preference;
- not everyone has access to the internet or chooses to vote over their internet service. An election center may have to be established for these persons, where computers and election staff would be available to answer questions and to provide electors with necessary instructions and assistance so that voters can cast their ballot at the centre. This would result in increased cost;
- loss of care custody and control of the ballots, as a third party controls the mailings;
- there is no paper trail should a recount be necessary;
- there have been campaign frustrations expressed by candidates. A candidate
  has no way of knowing if an elector has already voted when they are knocking on
  doors or talking to voters on the street, retail establishments, etc. resulting in
  wasted campaign time and materials.

## **Telephone Voting Advantages:**

- secure, as a voter kit is sent by prepaid first class mail individually to all qualified electors;
- qualified voters are provided a unique password and are required to provide additional security information, such as date of birth;
- reaches several categories of voters, such as persons with disabilities, seasonal residents, business travelers, students, snowbirds and non-resident voters;
- voter intent is clear, there are no spoiled ballots;
- · eliminates traditional advanced voting;
- no proxies;
- flexibility in that votes can be cast anytime, anywhere during the voting period; it lets electors vote 24 hours a day during the prescribed period up to 8:00 PM on voting day from anywhere in the world;
- environmentally positive in that there are no carbon emissions or paper waste;
- electors can use telephone to vote;
- environmentally positive in that there are no carbon emissions or paper waste;
- some possible financial saving as there is no longer the need to rent or staff traditional polling places with poll workers;
- voter convenience and satisfaction in that citizens can vote at home and take a longer time to study the ballot and educate themselves on the issues and research the candidates and their stance on the issues;

- per information supplied by the Town of Tecumseh, the process takes on average 5 minutes to complete;
- prompt results are provided subject to the third parties capabilities;
- due to convenience, there is the possibility of increased voter turnout.

## **Telephone Voting Disadvantages:**

- voter education programs are required to ensure that everyone understands the voting process and how to complete the internet ballot properly;
- voter kits not received due to lost or misdirected mail;
- the civic experience of voting with neighbours at a polling place no longer exists.
   Many voters show a preference for voting in the manner that is already familiar to them;
- a person moves to another municipality and mail is forwarded (rerouted) to them.
   Unknowingly they vote when they do not meet the qualifications of being a property owner/tenant;
- a voter may be enticed or coerced into casting a vote that is different from his or her true preference (on speaker phone);
- loss of care custody and control of the ballots, as a third party controls the mailings;
- there is no paper trail should a recount be necessary;
- there have been campaign frustrations expressed by candidates. A candidate
  has no way of knowing if an elector has already voted when they are knocking on
  doors or talking to voters on the street, retail establishments, etc. resulting in
  wasted campaign time and materials.

## Traditional Voting (paper ballots with optical scan vote tabulators) Advantages:

- electors are familiar and comfortable with the traditional method;
- privacy is ensured during the casting of votes;
- accuracy in the counting of ballots:
- election results are prompt, timely and accurate;
- the ballot is tabulated immediately, notifying the voters of any errors on the ballot, reducing the possibility of rejected ballots;
- there is a paper trail should a recount be necessary;
- the municipality maintains care custody and control of the election process including but not restricted to the safeguarding of ballots and the counting thereof;
- candidates are able to campaign up to the close of polls on election day.

# Traditional Voting (paper ballots with optical scan vote tabulators) Disadvantages:

- limits the flexibility of the voter. They cannot vote anytime, they are provided parameters;
- may be difficulty in finding accessible voting locations in that previously used voting locations present barriers which negatively affect the ability of electors to access the facility;
- weather may have a negative effect on voter turnout;
- may be deemed by some as old school and non-progressive;
- more labour intensive and thus increases workload and staffing.

#### ACCESSIBILITY ISSUES & CONSIDERATIONS:

#### **Vote By Mail, Internet Voting and Telephone Voting:**

 electors can vote at home using their own assistive devices. Many people with accessibility concerns have, where necessary made changes to use their home to meet their needs. There is no need to leave the comfort of their home to vote.

### Traditional Voting (paper ballots with optical scan vote tabulators):

- The Town must ensure polling station locations are barrier free and accessible to persons with disabilities, this can be difficult to ensure.
- The Town must consult with the Amherstburg Accessibility Advisory Committee to receive and implement recommendations to aid persons with disabilities;
- The Town must ensure the use of assistive devices such as sip and puff, magnifiers, audio devices, encourage the use of an interrupter and/or care giver to assist in the voting process.
- Where necessary, the Returning Officer and Election Coordinator will visit an
  electors home to verify voter card and identification, ensure the ballot is cast
  secretly and ensure it is returned to the electors polling station in its secrecy
  envelop and accepted by the vote tabulator.

#### **VOTER TURNOUT:**

No one method has proven to be superior to another with respect to voter turnout. Those wishing to vote will do so despite the method chosen. Those that do not wish to vote will not, no matter the issues or the candidates running for office. The method of voting will have no effect on those individuals who choose not to vote. It is up to the Council of the municipality to choose the method which in its opinion best suits the needs of the electors.

The statistical data for Amherstburg however, shows that in the 2010 election, Amherstburg used vote by mail as its alternative voting method and received a 67% voter turnout using this method. In the 2014 election, Amherstburg used the traditional method of voting with optical scanning tabulators and received a 47% voter turnout.

#### County of Essex comparison:

In 2014, 97 municipalities in the Province provided internet voting at least as an option which was up from 44 in 2010. Locally, the Town of Tecumseh and the Town of Kingsville conducted their 2014 municipal election using a combination of internet and telephone voting, while the Municipality of Leamington used solely internet voting. Council will recall there was a delay in posting the results for the three aforementioned municipalities in 2014. The election management vendor publicly stated that "while ensuring the integrity of the election the company's quality assurance process detected an inconsistency in the naming of certain election results files, therefore the system had to re-run the entire vote tabulation and conduct a manual audit before the results could be released." Once the results were confirmed they were sent by e-mail to each municipality. The same three municipalities along with the addition of the Town of Lasalle are recommending the use of internet and telephone voting for the 2018 election. Since 2014, the Town of Tecumseh has hosted a by-election using internet voting and reports that results were posted within ten minutes after the election closed at 8:00 p.m., a different election management vendor was used for this by-election.

Municipality	Method proposed for 2018
Amherstburg	Traditional polls & vote tabulators with
	advance internet voting
Essex	Traditional polls with vote tabulators
Chatham – Kent	Traditional polls & vote tabulators with
	advance internet voting
Kingsville	Internet and Telephone
Lakeshore	Internet and Telephone
Lasalle	Internet and Telephone
Leamington	Internet and Telephone
Tecumseh	Internet and Telephone
City of Windsor	Traditional polls with vote tabulators

#### 2014 Voter Turn-out in the County

Municipality	#of Electors	Method used in 2014	Voter
	in 2014		turnout
Amherstburg	16,276	Traditional with tabulators	47.27%
Chatham-Kent	77,855	Internet Advance and Traditional with	42%
		tabulators	
Essex	15,462	Vote by Mail with tabulators	51.28%
Kingsville	15,025	Internet and Telephone	47.8 %
Lakeshore	25,883	Vote by Mail with tabulators	45.2%
Lasalle	22,364	Vote by Mail with tabulators	46%
Leamington	17,123	Internet only	42.29%
Tecumseh	18,053	Internet and Telephone	52.47%
Windsor	156,870	Traditional with tabulators	37.46%

#### Reasons for Internet Voting for advance voting only

- Internet voting allows electors to vote twenty-four (24) hours a day for eight (8) to twelve (12) days from any location in the world. Snowbirds and students away at school would be able to vote themselves and not need a proxy.
- It allows for convenience for the voter. The internet option allows individuals the ability to vote at home rather than driving to the voting location.
- Internet voting also addresses most accessibility issues since people can vote from anywhere. Many people with accessibility issues have, where necessary, already made accommodation to be able to use the internet. For example, people who have challenges with their sight may already have the use of an internet reader.
- Using internet voting is one way for the municipality to encourage involvement in the election process. The more the municipality uses internet technology to communicate and connect with its residents the more the municipality becomes relevant and more interest is promoted by community involvement.
- The method of internet voting for advance polls allows both the community and administration to explore the opportunity this type of voting has. Administration feels this would be successful.
- Offering internet for advance voting only is being recommended due to the ability to strike off names on the voters list. Amherstburg utilizes Voterview as our voter list software. Voterview can accompany internet voting. When a voter casts a ballot online their name is immediately stricken from the list. Once the advance polls are closed a final voters list can be printed with the voters names that have already voted marked off. This is helpful on Election Day for the Deputy Returning Officers to know who has already voted.

## 4. RISK ANALYSIS:

In the 2010 municipal election, the Town of Amherstburg utilized the Vote by Mail system. Numerous complaints were received from the public as well as the candidates regarding the validity of some ballots cast, delay in the reporting of the results and value for dollars spent on the election. As a result of the problems which occurred, prior to the 2014 municipal election, the Town of Amherstburg commissioned the Oracle Group to conduct a survey of its electors to determine which method of voting was preferable. An overwhelming majority favoured the traditional voting system.

As indicated above, although the survey conducted suggested the majority of those polled were in favour of the traditional voting method, there was a reduction of 20% in voter turnout from the 2010 vote by mail election to the 2014 traditional method election, which accounts for a loss of 3255 voting electorate (based on the number of eligible electors in the 2014 election). This number is substantial and should be considered by Council when making its decision on a voting method for the 2018 election. Adding internet voting as an additional option for 2018 may possibly increase the voter turnout for 2018.

#### 5. FINANCIAL MATTERS:

All methods of voting require statutory notices to be placed in newspapers, to hold open houses and public meetings. Where one method may save monies in labour costs, increased cost in other methods with respect to printing and mailing tend to offset any savings. There appears to be no appreciable cost savings realized by choosing one method over another.

The 2014 Municipal Election was run as traditional method with optical scan vote tabulators. In 2014, the cost to run the election was \$93,902.80. In preparation of the upcoming 2018 election, the approved 2017, 2016 and 2015 budgets currently incorporate additional funding to adequately manage the considerations identified by the 2014 election. The election reserve will have \$120,000 set aside for the 2018 election to cover cost by election time, should the current budgeting process be followed in 2018. To add internet voting as an additional option for electors in the 2018 election, additional funds of \$112,500 will be required in the election reserve budget for 2018.

The estimated costs provided in the table below are based on 16, 276 electors from the 2014 election totals. The list of electors will be reviewed and amended where necessary during the revision period which will take place in 2018. These numbers may increase/decrease based on population changes.

The costs included in the estimates are for election staff to assist with the election, production of the ballots and mailing costs, advertising, voting and counting equipment where applicable.

Summary of Election Methods	Approximated 2018 Costs
Traditional Election with vote counting tabulators	\$120,000
Traditional Election with tabulators and Internet for advance voting	\$200,000
only. (Telephone voting would also be available)	
Vote by Mail with vote counting tabulators	\$65,000
Internet/Telephone voting	\$80,000

#### 6. CONSULTATIONS:

The Election Coordinator and County Clerks were consulted on various aspects of this report.

## 7. **CONCLUSION**:

In keeping with the premise that "The goal of the 2018 Amherstburg Municipal Election is to ensure that the voting process is open and transparent, is accessible to all eligible voters and further that each eligible voter has only one vote, and that individual ballot results are not disclosed," it is respectfully recommended that the Town of Amherstburg implement the same system as was utilized in the 2014 municipal election, namely Traditional Voting (paper ballots with optical can vote tabulators).

Paula Parker

**Municipal Clerk/Returning Officer** 

jm/pp

## **Report Approval Details**

Document Title:	2018 Municipal Election - Voting Method.docx
Attachments:	- 2017-22 Authorizing Use - Electronic Vote Tabulators.pdf
Final Approval Date:	Apr 18, 2017

This report and all of its attachments were approved and signed as outlined below:

Justin Rousseau - Apr 12, 2017 - 11:10 AM

Mark Galvin - Apr 13, 2017 - 10:24 AM

John Miceli - Apr 13, 2017 - 11:45 AM

Paula Parker - Apr 18, 2017 - 6:12 PM

## THE CORPORATION OF THE TOWN OF AMHERSTBURG

**BY-LAW NO. 2017 - 22** 

## By-law to authorize the use of optical scanning vote tabulators in the 2018 Municipal Election

**WHEREAS** Section 42 of the *Municipal Elections Act, 1996* provides that the Council of a municipality may, by by-law, authorize the use of optical scanning vote tabulators for the purpose of counting votes in the 2018 municipal election;

**AND WHEREAS** the Council of the Corporation of the Town of Amherstburg considers it desirable to pass such a by-law;

Now therefore, the Council of the Corporation of the Town of Amherstburg enacts as follows:

- 1. The Council of the Corporation of the Town of Amherstburg hereby authorizes the use of optical scanning vote tabulators for the purpose of counting votes in the 2018 municipal election.
- 2. This by-law shall come into full force and take effect as of the date of its passing.

Read a first, second and third time and finally passed this 24<sup>th</sup> day of April, 2017.

MAYOR – Aldo DiCarlo
CLERK – Paula Parker



## THE CORPORATION OF THE TOWN OF AMHERSTBURG

#### OFFICE OF THE CAO

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Adrien LeBlanc & Michelle Rose	Report Date: March 27, 2017
Author's Phone: 519 736-0012 ext. 2226 & 2240	Date to Council: April 24, 2017
Author's E-mail: <a href="mailto:aleblanc@amherstburg.ca">aleblanc@amherstburg.ca</a> <a href="mailto:mrose@amherstburg.ca">mrose@amherstburg.ca</a>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Health and Safety First Quarter Update Report

## 1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Health & Safety Officer and the Manager of Human Resources dated March 27, 2017, regarding the Health & Safety First Quarter Update **BE RECEIVED for information**.

## 2. BACKGROUND:

In January 2017, the contract for the Health and Safety Officer (HSO) was renewed to December 31, 2017. As a result, the HSO continues to identify hazards in the workplace, address non-compliance issues, conduct risk assessments, assist supervisors with appropriate training and resources, conduct spot checks, and continue to strengthen the Town's health and safety program across the organization.

#### 3. DISCUSSION:

Since May 2016, the HSO has undertaken a review of work practices, policies and procedures as related to worker safety and compliance with the Occupational Health and Safety Act and associated regulations. This ongoing review involves observing

workers during the performance of normal duties, assessing new work procedures, inspecting equipment and work premises to identify hazards, performing risk analyses, investigating injury incidents as well as near-misses with the potential to cause injury to a worker or the potential to cause property damage. Additionally, the HSO has kept staff informed about changes to legislation and upcoming new requirements for employers, policies and programs. Specifically, awareness of the effect that mental health issues have in the workplace has led to the development of a new national CSA standard (Canadian Standards Association) for psychologically healthy workplaces. In response, the HSO developed a framework for increasing awareness in the workplace and working to establish a program to support mental health initiatives in the workplace. One key element of that program is the upcoming Mental Health First Aid training being provided to all Joint Health and Safety Committee members.

Similarly, new legislation requires employers of first responders to submit a Post-Traumatic Stress Disorder (PTSD) prevention program to the Ministry of Labour by April 28, 2017. Program steps have been taken in collaboration with the Fire and Police Departments and the plan is in draft form at this time and is scheduled to be submitted prior to the deadline. The HSO attends regular Joint Health and Safety Committee (JHSC) meetings to hear the concerns of workers and management and to share information regarding ongoing projects and upcoming training or changes to procedures. Findings are tracked and reported to management regularly. This report will provide an overview of significant issues identified and/or addressed since the September 2016 report to Council.

## 4. RISK ANALYSIS:

In addition to potential fines, enforcement activities by the Ministry of Labour result in lost productivity due to work stoppages and increased costs to meet imposed timelines when subject to compliance orders. The following examples provide an overview of just a few of the potential risks that have been controlled.

In conjunction with Fire Prevention, training was provided to Concession staff at the Libro Centre for the use of the fire-suppression system and fire extinguishers.

In 2016, "Bill 132" changed the requirements of Ontario Employers' duties and responsibilities with respect to workplace violence and harassment. It is important for Council to note that the Town's policy and procedures relating to workplace violence and harassment were updated and staff received the required training in accordance with the timelines established by the bill. Conversely, in February of 2016 a security contractor for the City of Oshawa received fines totalling \$70,000 for failing to meet an employer's obligations with respect to Workplace Violence policies and worker training. This example illustrates how ensuring compliance with legislative requirements in a timely manner, the Town is protected from similar prosecution.

April 1, 2017 marks the end of a transition period where workers could legally work on a construction project where they may be subject to a fall without having received training in an approved "Working at Heights Program". Several work activities performed by the Town staff in the Roads, Parks, Facilities and Water departments maybe classified as Construction Projects by an inspector from the MOL. On February 8, 2017 workers received Working at Heights training by an approved training organization. The HSO

undertook to ensure that the training provider was legally registered to carry-on business in the Province of Ontario, that they carried appropriate professional and general liability insurance and that they were authorized to provide the training in question. Having Town employees trained prior to the deadline ensures that the Town will not receive compliance orders nor be subject to work delays due to enforcement activities.

Please reference the attached list of health and safety issues identified and addressed since September 2016 for similar examples.

#### 5. FINANCIAL MATTERS:

Financial implications with respect to Health and Safety can be measured in several ways, the most significant of which are either cost savings or cost avoidance.

**Cost savings** are realized in the form of paying reduced amounts for services such as consultation reports or training, when those can be provided in-house. Typically, salary costs are approximately 25% of the cost of third-party trainers and those savings can be magnified when third-party trainers or online providers charge per-person rates for training courses.

The Occupational Health and Safety Act requires that a worker receive training from a "Competent Person" who is qualified:

- by training, knowledge, and experience;
- is familiar with the Act and Regulations that apply in the circumstances; and,
- has an understanding of the hazards in the work.

Where the HSO meets these criteria, training is provided in-house saving roughly 80% of what outside training providers typically charge for training sessions. Estimated cost savings for training sessions provided in-house this quarter total approximately \$8000 for such topics as fall protection, use of an elevating work platform, WHMIS 2015 and Workplace Violence and Harassment.

Cost avoidance is a measure of those items that could result in costs to the employer but were avoided through good management practices. These include not having to delay productive work while undergoing an inspection, not having to re-prioritize projects to comply with orders, and not hiring contractors to expedite repairs on equipment that is subject to orders. More importantly, costs of fines and litigation are avoided by ensuring compliance. Although cost avoidance is more difficult to calculate than cost savings, properly identifying and addressing health and safety concerns in a timely manner can help avoid injuries and resultant costly WSIB claims, which carry not only wage replacement costs and administrative fees, but also re-training of replacement staff and reduced productivity from less experienced workers.

It is important to note that if the Town is convicted of an offence under the Occupational Health and Safety Act, the fine per offence can be up to \$500,000.00.

#### 6. CONSULTATIONS:

The Manager of Human Resources was consulted on the preparation of this report.

## 7. CONCLUSION:

The HSO's diligence in overseeing a wide range of diverse work practices and hazardous activities will ultimately lead to lower costs through avoidance of worker injuries, claims, and a reduction in enforcement activities. Council's decision to extend the HSO contract supports the Town's commitment to strengthening the Town's health and safety program. This diligent focus on the program not only benefits employees, but the Town's reputation of being considered a Healthy and Safe workplace. It is widely accepted that a positive perception of the Town as an employer helps to attract and retain quality personnel and sets a standard for other local businesses and surrounding municipalities as a good corporate citizen.

Adrien LeBlanc

A. Lesle

**Health and Safety Officer** 

Michelle Rose

**Manager of Human Resources** 

AL/MR

## **Report Approval Details**

Document Title:	Health and Safety First Quarter Update Report.docx
Attachments:	- HS Q1 2017 Summary.pdf
Final Approval Date:	Apr 18, 2017

This report and all of its attachments were approved and signed as outlined below:

Justin Rousseau - Apr 18, 2017 - 3:03 PM

Mark Galvin - Apr 18, 2017 - 3:07 PM

John Miceli - Apr 18, 2017 - 4:05 PM

Paula Parker - Apr 18, 2017 - 7:04 PM

OW MODERATE MEDIUM

## **DESCRIPTION / ISSUES**

Updated: 10/04/2017 12:42 PM

NOTES:

RECOMMENDATIONS / GAP ANALYSIS					NOTES:
AMA ARENA Demolition/ Mould remediation/ DSS		Х			Reviewed DSS - In compliance Jan 2017
Terms of Reference for JHSC	Х				UpdatedJanuary 2017
"WHMIS2015" Staff re-training		Х			Complete - Update Jan 30th, 2017
Workplace Violence Training - Bill 132		х			all departments trained - Update Jan 30th, 2017
AED Recall			>	<b>(</b>	All units verified OK Feb 17/2017
AED quarterly maintenance		Х			completed Feb 20/2017
Working at Heights safety training			>	(	PWD & Parks trained Feb 8, 2017 - IN COMPLIANCE
Fall protection - Fire		х			All 3 stations trained March 2017
PTSD "First Responders First" Action plan			>	<b>(</b>	Drafted, report to MOL deadline April 28th, 2017
WSIB Audit			>	(	Non-compliance issues addressed - Feb 28, 2017
Visual instructions for pool equipment			>	<b>(</b>	Completed with U of W "VIP" student
On-ice head protection Risk Assess't & procedure			>	(	Completed January 2017
Chainsaw and Wood-Chipper operator safety training		х			trainer scheduled for April
Elevating Work Platform safety training		Х			Facilities, Parks and PWD completed March 29th, 2017
Psychological H&S in the workplace - CSA Standard	Х				3 management trained in Mental Health First Aid
Pool operator certification course (CPO)	Х				correspondence with City of Windsor - possibly May 2017
Ergonomic Assessments		Х			2 injuries accommodated Jan/Feb 2017 - no lost time
F/A Equipment Inspections (Annual)		Х			Completed: GATA Industrial Feb 2017



## THE CORPORATION OF THE TOWN OF AMHERSTBURG

#### OFFICE OF CORPORATE SERVICES

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Justin Rousseau	Report Date: April 10, 2017
Author's Phone: 519 736-0012 ext. 2259	Date to Council: April 24, 2017
Author's E-mail: <u>irousseau@amherstburg.ca</u>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: April 5, 2017 – April 18, 2017 Accounts Payable

### 1. **RECOMMENDATION:**

It is recommended that:

 The report from the Director of Corporate Services/Treasurer dated April 10, 2017, regarding April 5, 2017 – April 18, 2017, Accounts Payable BE RECEIVED for information.

### 2. BACKGROUND:

On July 11, 2016, Council adopted the following motion:

"The Treasurer BE AUTHORIZED to release funds for payables as per the Treasurer's duties, set out in Section 286(1)(c) of the Municipal Act, 2001."

Based on this motion, the accounts payable list will be presented to Council and the public for information at each meeting to continue with open and transparent government operations.

#### 3. DISCUSSION:

The Accounts Payables list is attached. All cheques have been signed by approved signing authorities as per the Council approved policies.

# 4. RISK ANALYSIS:

The Town of Amherstburg is a complex entity with many different payment terms and contracts. While the possibility of late payment and interest charges exists, this is mitigated by allowing the Treasurer the ability to rectify the issues as they present themselves.

# 5. FINANCIAL MATTERS:

The funds in the amount of Appendix A have been paid during the applicable period.

## 6. **CONSULTATIONS**:

N/A

### 7. **CONCLUSION**:

The following is presented to the Mayor and Council for information.

Justin Rousseau

Director of Corporate Services/Treasurer

JR

# **Report Approval Details**

Document Title:	April 5, 2017 – April 18, 2017 Accounts Payable.docx
Attachments:	
Final Approval Date:	Apr 18, 2017

This report and all of its attachments were approved and signed as outlined below:

Justin Rousseau - Apr 12, 2017 - 10:21 AM

Mark Galvin - Apr 13, 2017 - 9:56 AM

John Miceli - Apr 13, 2017 - 11:36 AM

Paula Parker - Apr 18, 2017 - 6:04 PM

	AMHERSTBURG  Board Report		-(Computer)		AP5130 Date: Apr 18,	Page 2017 Time	
/endor : Batch : Department :	A1C740 To ZUL All All	180		PARTE	Cheque Print Date Bank: 1 To 9	<b>te</b> : 05-Apr-2017 9	<b>To</b> 18-Apr-2017
/endor	Vendor Name Description					Batch Invc Date	Invc Due Date
G.L. Account		CC2 C	C3 GL Account Nan	ne			Amount
DEPARTMENT	0000000	GENERAL	-				
MH001	AMHERSTBURG I	PROFESSION	IAL FIREFIGHTERS AS	soc			
MARCH 2017 0-2-00000000-	FIRE UNION DUE: 1156	S	A/P - PAYROLL [	DED FIRE		341 05-Apr-2017	05-Apr-2017 372.00
AMH22	AMHERSTBURG I	POLICE ASSO	CIATION				
MARCH 2017 10-2-0000000-	POLICE DUES MA 1146	ARCH 2017	A/P - PAYROLL [	DED POLI		341 05-Apr-2017	05-Apr-2017 6,599.85
BEL4272	BELWOOD POUL						
APRIL 10, 2017	7 REFUND OF CRE	DIT CREATEI	O ON PROPERTY TAX A	CCOUNT		364 10-Apr-2017	10-Apr-2017
10-1-0000000-2 3 <b>0B219</b>	2138 BOBLO DEVELOR	PMENTS INC	A/R PROP TAX F	REFUND OWING			16,009.32
		_	O ON PROPERTY TAX A	CCOUNT		364 10-Apr-2017	10-Apr-2017
						·	•
10-1-0000000-2			A/R PROP TAX F			264 40 4== 204=	3,265.41
APRIL 10, 2017	KEFUND OF CRE	DII CREATEL	O ON PROPERTY TAX A	CCOUNT		364 10-Apr-2017	10-Apr-2017
0-1-0000000-2	2138		A/R PROP TAX F	REFUND OWING			1,627.28
APRIL 10, 2017	7 REFUND OF CRE	DIT CREATE	ON PROPERTY TAX A	CCOUNT		364 10-Apr-2017	10-Apr-2017
10-1-0000000-2			A/R PROP TAX F	REFUND OWING			1,599.16
CAR645	CARRIER CENTE						
4P420318 6-5-0000000-	REPAIRED SHIFT 0402	ER	VEHICLE & EQU	IPMENT MTCE		351 31-Mar-2017	31-Mar-2017 232.22
OR408		RODUCTS LE	- ATTENTION: ACCO				
0716015854	WATER METERS					351 09-Mar-2017	09-Mar-2017
80-5-0000000-0				REPAIRS & MTNCE			1,762.80
ESS53	ESSEX REGION C		ON AUTHORITY			004.04.4	04 Ann 0047
N000010487 80-5-0000000-	2ND QUARTER IN 0550	ISTALL	E.R.C.A. LEVY C	:W~GS		364 01-Apr-2017	01-Apr-2017 17,301.80
GRE05		COUNTY DIS	STRICT SCHOOL BOAR				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
MARCH 2017	MARCH 2017 PUE	SCHOOL BO	ARD DEV CHARGES			344 31-Mar-2017	31-Mar-2017
0-2-0000000-0			A/P - PUB SCH E	BRD. DEV CHARGE			2,745.00
HAM504	HAMEL BRANDO		ON DDODEDTY TAY A	CCOUNT		264 40 4== 204=	10 Apr 2017
APRIL 10, 2017	KEFUND OF CRE	DII CKEAIEI	O ON PROPERTY TAX A	CCOUNT		364 10-Apr-2017	10-Apr-2017
10-1-0000000-2	2138		A/R PROP TAX F	REFUND OWING			201.65
HEA693	HEATON SANITA	TION					
29615 30-5-0000000-0	CURB BOX REPAI	IRS	MATED SEDVIC	E MAINTENANCE		351 10-Mar-2017	10-Mar-2017 1,864.50
1ET208	ບ/ວວ HETEK SOLUTIOI	NS INC	WAIER SERVIC	L WAIN LENANCE			1,004.50
023124	CAILBRATION					351 22-Mar-2017	22-Mar-2017
0-5-0000000-0			EQUIPMENT MA	INTENANCE			284.40
HU356	HU JIN PEI						
APRIL 10, 2017	7 REFUND OF CRE	DIT CREATE	O ON PROPERTY TAX A	CCOUNT		364 10-Apr-2017	10-Apr-2017
0-1-0000000-2	2138		A/R PROP TAX F	REFUND OWING			16.06
BE01	IBEW - LOCAL 63	6		Page185			
	IBEW DUES MARG	CH 2017		<u> </u>		341 05-Apr-2017	05-Apr-2017
10-2-0000000-	1145		A/P - PAYROLL [	DED UNIO			4,242.32

TOWN OF AMHERSTBURG AP5130 2 Page: Council/Board Report By Dept-(Computer) Time: 3:39 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 To 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: All Vendor **Vendor Name Invc Due Date** Invoice Description **Batch Invc Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 0000000 **GENERAL** KEL117 **KELCOM TELEMESSAGING** W78745-0417 AFTER HOURS SERVICE 364 01-Apr-2017 01-Apr-2017 UTILITIES 80-5-0000000-0316 29 46 **KEL198** KELCOM RADIO DIVISION 800007086 RADIO AIRTIME 322 15-Mar-2017 15-Mar-2017 **VEHICLE & RADIO LICENCES** 1,700.08 80-5-0000000-0404 **KEN211 KEN LAPAIN & SONS LTD** 95867 HST 323 31-Mar-2017 31-Mar-2017 10-1-0000000-2002 A/R - GST INPUT TAX CR. 3,887.74 LAB104 LaBute Martin APRIL 10, 2017 REFUND OF CREDIT CREATED ON PROPERTY TAX ACCOUNT 364 10-Apr-2017 10-Apr-2017 10-1-0000000-2138 A/R PROP TAX REFUND OWING 1,018.00 MAR066 MARONTATE BRADLEY AND SANDRA APRIL 10, 2017 REFUND OF CREDIT CREATED ON PROPERTY TAX ACCOUNT 364 10-Apr-2017 10-Apr-2017 10-1-0000000-2138 A/R PROP TAX REFUND OWING 2,226.88 MICHELIN NORTH AMERICA (CANADA) INC c/o MIC117 DA0005910886 NEW TIRES INSTALLED 351 10-Mar-2017 10-Mar-2017 80-5-0000000-0402 VEHICLE & EQUIPMENT MTCE. 1,118.25 MON179 MONTELEONE JOSEPH APRIL 10, 2017 REFUND OF CREDIT CREATED ON PROPERTY TAX ACCOUNT 364 10-Apr-2017 10-Apr-2017 10-1-0000000-2138 A/R PROP TAX REFUND OWING 875.94 MORNEAU SHEPELL LTD. MOR26 MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017 80-5-0000000-0207 **BENEFITS - LIFE & DISABILITY** 72.54 **OME001 OMERS** MARCH 2017 OMERS CONTRIBUTIONS MARCH 2017 341 05-Apr-2017 05-Apr-2017 10-2-0000000-1144 **OMERS PAYABLE** 191,696.16 10-2-0000000-1250 MISCELLANEOUS DEPOSITS -8,725.80 **ONT001 ONTARIO CLEAN WATER AGENCY** PHONE INSTALLATION 000091805 351 05-Jan-2017 05-Jan-2017 **GENERAL MAINTENANCE - AWWTP** 2,960.71 80-5-0000000-0612 INV000093382 MANDATORY DRINKING WATER TRAINING COURSE 388 22-Mar-2017 22-Mar-2017 80-5-0000000-0249 **TRAINING** 2,413.50 PARRLINE ELECTRICAL WHOLESALE **PAR372** METER GROUNDING WIRE 388 30-Mar-2017 30-Mar-2017 66771 80-5-0000000-0833 WATER METER REPAIRS & MTNCE 24.30 PREVIEW INSPECTIONS AND CONSULTING **PRE148 BACKFLOW PROGRAM** 0317 388 31-Mar-2017 31-Mar-2017 80-5-0000000-0815 **BACKFLOW - PREVENTION** 2,147.00 RAP504 RAPID DRAINAGE 3415 **NEW WTR SERVICE** 351 09-Mar-2017 09-Mar-2017 80-5-0000000-0755 WATER SERVICE MAINTENANCE 1,059.38 **RTT067 RIVER TOWN TIMES** Page 186 **ADVERTISING** 05-Apr-2017 00091816 364 05-Apr-2017 135.60 80-5-0000000-0307 **ADVERTISING** 

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5288608 WATER SERVICE MATERIAL 80-5-0000000-0755

5292674 REPAIR MATERIAL 80-5-0000000-0810

WOR03 **WORKPLACE SAFETY & INSURANCE BOARD** MARCH 2017 WSIB PREMIUMS

10-2-0000000-1153 A/P - PAYROLL DED. - WSIB 10-2-0000000-1153

A/P - PAYROLL DED. - WSIB

Department Totals:

05-Apr-2017 28,531.72 617.12

17-Mar-2017

16-Mar-2017

1,141.55

1,566.65

351 17-Mar-2017

351 16-Mar-2017

341 05-Apr-2017

WATER SERVICE MAINTENANCE

WATER - MAIN MAINTENANCE

304.444.94

DEPARTMENT 1001010

**ESSEX COUNTY STEAM & GAS ENGINE MUSEUM INC** 

APRIL 12, 2017 DONATIONS 10-5-1001010-0348 **DONATIONS**  Page 187

364 12-Apr-2017 12-Apr-2017

115.00

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TOWN OF AMHERSTBURG AP5130 5 Page: Council/Board Report By Dept-(Computer) Time: 3:39 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 To 18-Apr-2017 Batch : All Bank: 1 To 99 Department: Class: All Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 1001020 **ADMINISTRATION** 10-5-1001020-0307 **ADVERTISING** 65.54 MCT455 **MCTAGUE LAW FIRM** 322 23-Feb-2017 140793 LEGAL FEES 23-Feb-2017 10-5-1001020-0325 **LEGAL FEES** 197.75 140794 **LEGAL FEES** 322 23-Feb-2017 23-Feb-2017 10-5-1001020-0325 **LEGAL FEES** 992.03 140795 **LEGAL FEES** 323 23-Feb-2017 23-Feb-2017 10-5-1001020-0325 **LEGAL FEES** 158.20 140803 **LEGAL FEES** 323 23-Feb-2017 23-Feb-2017 10-5-1001020-0325 **LEGAL FEES** 355.95 141043 **LEGAL FEES** 322 13-Mar-2017 13-Mar-2017 10-5-1001020-0325 **LEGAL FEES** 39.55 141044 **LEGAL FEES** 323 13-Mar-2017 13-Mar-2017 10-5-1001020-0325 **LEGAL FEES** 190.59 141045 **LEGAL FEES** 323 13-Mar-2017 13-Mar-2017 10-5-1001020-0325 **LEGAL FEES** 39.55 141046 **LEGAL FEES** 323 13-Mar-2017 13-Mar-2017 10-5-1001020-0325 **LEGAL FEES** 197 75 141047 **LEGAL FEES** 323 13-Mar-2017 13-Mar-2017 10-5-1001020-0325 **LEGAL FEES** 79.10 MET052 METRO KING PEST CONTROL INC. 2120 PEST CONTROL-OCT 323 31-Oct-2016 31-Oct-2016 10-5-1001020-0317 BUILDING MAINT. - TOWN HALL P&F DEPT 28.25 BUILDING MAINT. - TOWN HALL P&F DEPT 39.55 10-5-1001020-0317 2121 PEST CONTROL-NOV 2016 323 30-Nov-2016 30-Nov-2016 10-5-1001020-0317 BUILDING MAINT. - TOWN HALL P&F DEPT 28.25 10-5-1001020-0317 BUILDING MAINT. - TOWN HALL P&F DEPT 39.55 2122 PEST CONTROL-DEC 2016 323 31-Dec-2016 31-Dec-2016 10-5-1001020-0317 BUILDING MAINT. - TOWN HALL P&F DEPT 39.55 10-5-1001020-0317 BUILDING MAINT. - TOWN HALL P&F DEPT 28.25 2124 PEST CONTROL-FEB 2017 323 28-Feb-2017 28-Feb-2017 BUILDING MAINT. - TOWN HALL P&F DEPT 39.55 10-5-1001020-0317 BUILDING MAINT. - TOWN HALL P&F DEPT 28.25 10-5-1001020-0317 **PUR663 PURE WATER BRAND** MARCH 31, 20 OFFICE SUPPLIES 323 31-Mar-2017 31-Mar-2017 10-5-1001020-0301 **OFFICE SUPPLIES** 78.08 **PUR700** PUROLATOR INC. 434185579 PUROLATOR-GLOBAL 323 24-Mar-2017 24-Mar-2017 **POSTAGE & COURIER** 4.43 10-5-1001020-0304 434254388 INFORMATION TO OFMEM 323 31-Mar-2017 31-Mar-2017 10-5-1001020-0304 **POSTAGE & COURIER** 8.86 434320625 SHIPPING CHARGE 364 11-Apr-2017 11-Apr-2017

10-5-1001020-0304 **POSTAGE & COURIER** 15.09 RTT067 **RIVER TOWN TIMES** 00091816 **ADVERTISING** 364 05-Apr-2017 05-Apr-2017 **ADVERTISING** 10-5-1001020-0307 167.81 10-5-1001020-0307 **ADVERTISING** 197.74 Page 189 STA444 STAPLES ADVANTAGE (MIS C/O T04446C 44114100 office supplies 323 03-Apr-2017 03-Apr-2017

TOWN OF AMHERSTBURG AP5130 Page: 6 Council/Board Report By Dept-(Computer) Time: 3:39 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 To 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: All Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 1001020 **ADMINISTRATION** 10-5-1001020-0301 **OFFICE SUPPLIES** -30.04 WIGLE HOME HARDWARE BUILDING CENTRE **WIG035 CEILING AIR RETURN** 105936 364 06-Apr-2017 06-Apr-2017 BUILDING MAINT. - TOWN HALL P&F DEPT 10-5-1001020-0317 17.50 **WIN365** WINDSOR STAR 4006318WIN JOB ADVERTISING 323 28-Feb-2017 28-Feb-2017 10-5-1001020-0307 **ADVERTISING** 1,180.00 Department Totals: 50.624.20 DEPARTMENT 1001021 **TREASURY** MORNEAU SHEPELL LTD. MOR26 344 31-Mar-2017 31-Mar-2017 MARCH 2017 524180, 524181, 524182, 524183 10-5-1001021-0207 **BENEFITS - LIFE & DISABILITY** 120.91 **Department Totals:** 120.91 DEPARTMENT 1001022 **CLERKS** MOR26 MORNEAU SHEPELL LTD. MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017 10-5-1001022-0207 BENEFITS - LIFE & DISABIL - CLERKS 16.12 **Department Totals:** 16.12 DEPARTMENT 1001023 C.A.O. **GALLAGHER MCDOWALL ASSOCIATES** GAL575 6937 PROFESSIONAL FEES 322 28-Feb-2017 28-Feb-2017 10-5-1001023-0327 PROFESSIONAL FEES 11.153.95 MOR26 MORNEAU SHEPELL LTD. MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017 10-5-1001023-0207 BENEFITS - LIFE & DISABIL - C.A.O. 24.18 Department Totals : 11,178.13 DEPARTMENT 1001024 **HUMAN RESOURCES AMH038** AMHERSTBURG PHYSICAL THERAPY 70893 Functional abilitites 322 28-Feb-2017 28-Feb-2017 10-5-1001024-0250 **HEALTH AND SAFETY - HUMAN RESOURCES** 45.00 **ERG938 ERGONOW INCORPORATED** 2279 CHAIR AND KEYBOARD 322 01-Feb-2017 01-Feb-2017 10-5-1001024-0250 **HEALTH AND SAFETY - HUMAN RESOURCES** 423.73 2307 ASSESSMENT REPORT 322 15-Feb-2017 15-Feb-2017 10-5-1001024-0250 HEALTH AND SAFETY - HUMAN RESOURCES 254.25 **LUC289** LUCAS WORKS! (WINDSOR) INC. JOB TESTING 113040-A 322 09-Mar-2017 09-Mar-2017 10-5-1001024-0327 PROFESSIONAL FEES 339.00 MOR<sub>26</sub> MORNEAU SHEPELL LTD. MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017 BENEFITS - LIFE & DISABIL - HUMAN RESOUR 16.12 10-5-1001024-0207 Page190 ROS25 **ROSE MICHELLE** APRIL 11, 2017 CONTEST GIFT BASKET 364 11-Apr-2017 11-Apr-2017

#### TOWN OF AMHERSTBURG Council/Board Report By Dept-(Computer) A1C740 To ZUL180 Vendor: Batch : All



AP5130 7 Page: Time: 3:39 pm Date: Apr 18, 2017

122.04

Cheque Print Date: 05-Apr-2017 To 18-Apr-2017

Bank: 1 To 99

Class: All

Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount

DEPARTMENT 1001024 **HUMAN RESOURCES** 

**Vendor Name** 

10-5-1001024-0240 **EMPLOYEE RECOGNITION** 38.70

STAPLES ADVANTAGE (MIS C/O T04446C **STA444** 

43837824 MAT FOR HEALTH AND SAFETY 323 08-Mar-2017 08-Mar-2017

10-5-1001024-0250 HEALTH AND SAFETY - HUMAN RESOURCES 101.69

Department Totals: 1.218.49

DEPARTMENT 1001025 INFORMATION TECHNOLOGY

**APPLIED COMPUTER SOLUTIONS INC** APP302

37778 SERVER CONSULTING 344 17-Mar-2017 17-Mar-2017

10-5-1001025-0310 COMPUTER MAINTENANCE 2,118.75

**DIRECTDIAL.COM** DIR572

Department :

Vendor

IN563780 **USB CABLES** 344 27-Mar-2017 27-Mar-2017

10-5-1001025-0310 COMPUTER MAINTENANCE 68.93

IN564390 PRINTER REFILLS 344 30-Mar-2017 30-Mar-2017

10-5-1001025-0310 **COMPUTER MAINTENANCE** 55.12

IN564442 WIRELESS ACCESS POINTS 344 30-Mar-2017 30-Mar-2017

10-5-1001025-0310 COMPUTER MAINTENANCE 433.92

IN564921 RECEIPT PRINTERS-POINT OF SALE 364 03-Apr-2017 03-Apr-2017

40-7-1001025-0008 FINANCIAL SYSTEMS 2,337.69

IN565051 PHONE HEADSET FOR KIOSK 364 04-Apr-2017 04-Apr-2017

10-5-1001025-0310 **COMPUTER MAINTENANCE** 278.83

IN565293 TOUCH SCREENS-POINT OF SALE 364 05-Apr-2017 05-Apr-2017

40-7-1001025-0008 FINANCIAL SYSTEMS 2,058.58

**ESCRIBE SOFTWARE LTD** ESC060 1387 **ESCRIBE LICENSING** 344 31-Mar-2017 31-Mar-2017

10-5-1001025-0310 COMPUTER MAINTENANCE 4,873.13

KEL117 KELCOM TELEMESSAGING

W78745-0417 AFTER HOURS SERVICE 364 01-Apr-2017 01-Apr-2017

**TELEPHONE** 49.15 10-5-1001025-0315

MOR26 MORNEAU SHEPELL LTD. MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017

10-5-1001025-0207 **BENEFITS - LIFE & DISABILITY** 32.24

**NEO150 NEOPOST LEASING SERVICES CANADA LTD** 

2308049 INDICIA FOR LIBRO MAILER 344 30-Mar-2017 30-Mar-2017

10-5-1001025-0310 **COMPUTER MAINTENANCE** POSTAGE METER LEASE 16-Nov-2016

6156553 344 16-Nov-2016

**BUSINESS MACHINES LEASE** 10-5-1001025-0312 663.25

STAPLES ADVANTAGE (MIS C/O T04446C STA444

44123159 CABLE TESTING EQUIPMENT 364 04-Apr-2017 04-Apr-2017 10-5-1001025-0310 **COMPUTER MAINTENANCE** 250.63

44131463 FLASH DRIVES AMD BATTERIES 364 05-Apr-2017 05-Apr-2017

COMPUTER MAINTENANCE 137.50 10-5-1001025-0310

44172622 LAPTOP BAG/BATTERIES 364 10-Apr-2017 10-Apr-2017

10-5-1001025-0310 **COMPUTER MAINTENANCE** 51.32

THINKTEL COMMUNICATIONS - A DIVISION OF DISTRIBUTE THI740

1137365 PHONE SERVICE 364 06-Apr-2017 06-Apr-2017

Page191 **TELEPHONE** 10-5-1001025-0315 338.36 TOWN OF AMHERSTBURG AP5130 8 Page: Council/Board Report By Dept-(Computer) Time: 3:39 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 To 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: All Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 1001025 INFORMATION TECHNOLOGY **Department Totals:** 13,869.44 DEPARTMENT 1008030 **UNFINANCED DRAINS MR.MRS JOSEPH DENOO** MRM173 DRAINAGE PUMP INSPECTION 480070 344 22-Mar-2017 22-Mar-2017 10-1-1008030-8555 LEO BEAUDOIN PUMP 103.32 10-1-1008030-8125 BAR POINT PUMP (ESSEX BLVD PUMP) 103.31 10-1-1008030-8965 WILLOW BEACH PUMP 103.31 10-1-1008030-8120 BAILEY'S BEACH DRAIN & PUMP 103.32 10-1-1008030-8675 MICKLE PARK AVE PUMP 103.31 10-1-1008030-8515 LAKEWOOD PUMP #2 103.32 10-1-1008030-8510 LAKEWOOD PUMP #1 103.31 RO0009 ROOD ENGINEERING INC. REI-2017040 ENGINEERING FEES 344 20-Mar-2017 20-Mar-2017 10-1-1008030-9034 **OUELLETTE DRAIN W-IMPROVE GOLFVIEW PARK** 8,009.44 Department Totals: 8.732.64 DEPARTMENT 2010000 FIRE DEPARTMENT ACK297 **ACKLANDS-GRAINGER INC** SAFETY GLASSES 9409285955 364 06-Apr-2017 06-Apr-2017 10-5-2010000-0420 **EQUIPMENT** 155.40 9409285963 **EAR PLUGS** 364 06-Apr-2017 06-Apr-2017 **EQUIPMENT** 10-5-2010000-0420 29.59 FIR176 FIRETAK MANUFACTURING LTD TANKER POOL FOR STATION 2 364 06-Apr-2017 4795 06-Apr-2017 10-5-2010000-0420 **EQUIPMENT** 2,207.00 KEN211 **KEN LAPAIN & SONS LTD** 95867 HST 323 31-Mar-2017 31-Mar-2017 10-5-2010000-0402 VEHICLE & EQUIPMENT MTCE. -1,422.21**MALDEN AUTOMOTIVE** MAL256 5294-146597 SPARK PLUG FOR CHAINSAW 364 05-Apr-2017 05-Apr-2017 10-5-2010000-0402 VEHICLE & EQUIPMENT MTCE. 3.15 METRO KING PEST CONTROL INC. MET052 PEST CONTROL-OCT 2120 323 31-Oct-2016 31-Oct-2016 10-5-2010000-0317 **BUILDING MAINTENANCE - FIRE P&F DEPT** 28 25 10-5-2010000-0317 **BUILDING MAINTENANCE - FIRE P&F DEPT** 33.90 2121 PEST CONTROL-NOV 2016 323 30-Nov-2016 30-Nov-2016 **BUILDING MAINTENANCE - FIRE P&F DEPT** 10-5-2010000-0317 33.90 **BUILDING MAINTENANCE - FIRE P&F DEPT** 10-5-2010000-0317 28.25 2122 PEST CONTROL-DEC 2016 323 31-Dec-2016 31-Dec-2016 10-5-2010000-0317 **BUILDING MAINTENANCE - FIRE P&F DEPT** 33.90 **BUILDING MAINTENANCE - FIRE P&F DEPT** 10-5-2010000-0317 28.25 2124 323 28-Feb-2017 PEST CONTROL-FEB 2017 28-Feb-2017 10-5-2010000-0317 **BUILDING MAINTENANCE - FIRE P&F DEPT** 28.25 10-5-2010000-0317 **BUILDING MAINTENANCE - FIRE P&F DEPT** 33.90 **MORNEAU SHEPELL LTD.** MOR26

10-5-2010000-0207 **NUC206 NUCLEAR SERVICES CANADA** 

MARCH 2017 524180, 524181, 524182, 524183

BENEFITS - LIFE & DISAB Qe 192

344 31-Mar-2017 31-Mar-2017

596.46

TOWN OF AMHERSTBURG

Council/Board Report By Dept-(Computer)

A1C740 To ZUL180 Vendor: All

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Department :

Batch :

Vendor

AP5130 9 Page: Time: 3:39 pm Date: Apr 18, 2017

Cheque Print Date: 05-Apr-2017 To 18-Apr-2017

341 05-Apr-2017

24.91

Bank: 1 To 99

Class: All

Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount

DEPARTMENT 2010000 FIRE DEPARTMENT

1128 CALIBRATION OF RADIATION METERS 364 04-Apr-2017 04-Apr-2017

10-5-2010000-0800 **EMERGENCY OPERATIONS CENTRE EXPENSES** 734.50

**OMFPOA CHAPTER 8 ATTN: JASON SUCHIU** OMF01

APRIL 10, 2017 OMFPOA TRAINING & EDUCATIONAL SYMPOSIUM- B. MONTONE 364 10-Apr-2017 10-Apr-2017

10-5-2010000-0351 **CONVENTIONS & SEMINARS** 65.00

**UNI351 UNIFORM UNIFORMS** 

46321 FIRE CHIEF UNIFORM 364 10-Apr-2017 10-Apr-2017

10-5-2010000-0252 **UNIFORMS** 811.91

WIGLE HOME HARDWARE BUILDING CENTRE WIG035

105937 364 06-Apr-2017 06-Apr-2017 40.18

10-5-2010000-0317 **BUILDING MAINTENANCE - FIRE P&F DEPT** 

105940 SUPPLIES RETURNED 364 06-Apr-2017 06-Apr-2017

**BUILDING MAINTENANCE - FIRE P&F DEPT** -40.1810-5-2010000-0317

**WIN101 WINDSOR SPRING & ALIGNMENT** 

IN00073900 ANNUAL SAFETY CHEECK FOR ENGINE 2 364 11-Apr-2017 11-Apr-2017

3,053.99 10-5-2010000-0402 VEHICLE & EQUIPMENT MTCE.

SPARK PLUG FOR HURTS TOOL ON ENGINE 2 IN00073901 364 11-Apr-2017 11-Apr-2017

5.09 10-5-2010000-0420 **EQUIPMENT** 

**WORKPLACE SAFETY & INSURANCE BOARD** WOR03

05-Apr-2017 10-5-2010000-0208 BENEFITS - WORKER'S COMP. 1,462.09

**Department Totals:** 7,950.57

POLICE DEPARTMENT DEPARTMENT 2020000

AAR531 **AARWAY COMMUNICATIONS LTD** 

8382 WIRING UNDER REPORT ROOMS DESKS 344 30-Mar-2017 30-Mar-2017

**COMPUTER MAINTENANCE** 10-5-2020000-0310 539.01

AGR835 AGRIS CO-OPERATIVE LTD

MARCH 2017 WSIB PREMIUMS

600038629 **GASOLINE** 323 27-Mar-2017 27-Mar-2017

**GASOLINE** 10-5-2020000-0401 1 401 12

600038812 **GASOLINE** 364 04-Apr-2017 04-Apr-2017

10-5-2020000-0401 **GASOLINE** 1,614.56

AMH41 AMHERSTBURG POLICE PETTY CASH

MARCH 2017 PETTY CASH 323 05-Apr-2017 05-Apr-2017

10-5-2020000-0360 MISCELLANEOUS EXPENSES 16.00 10-5-2020000-0360 MISCELLANEOUS EXPENSES 9.03

10-5-2020000-0360 MISCELLANEOUS EXPENSES 33.09 10-5-2020000-0360 MISCELLANEOUS EXPENSES 27.39

MISCELLANEOUS EXPENSES 10-5-2020000-0360 50.00

10-5-2020000-0360 MISCELLANEOUS EXPENSES 20.00 10-5-2020000-0360 MISCELLANEOUS EXPENSES 7.50

MISCELLANEOUS EXPENSES 7.90 10-5-2020000-0360 10-5-2020000-0360 MISCELLANEOUS EXPENSES 30.67

10-5-2020000-0252 **UNIFORMS** 22.60

10-5-2020000-0252 **UNIFORMS** 22.60

10-5-2020000-0252 **UNIFORMS** 22.60 10-5-2020000-0252 UNIFORMS 33.90

10-5-2020000-0252 **UNIFORMS** Page193 **BES242** THE BEST LITTLE BODY SHOP IN TOWN

TOWN OF AMHERSTBURG AP5130 10 Page: Council/Board Report By Dept-(Computer) 3:39 pm Date: Apr 18, 2017 Time: A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 To 18-Apr-2017 Batch : All Bank: 1 To 99 Department: Class: All Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 2020000 POLICE DEPARTMENT 52978 **REPAIRS TO 301** 323 29-Mar-2017 29-Mar-2017 10-5-2020000-0402 VEHICLE & EQUIPMENT MTCE. 1,961.28 **CANADIAN ASSOC. OF CHIEFS OF POLICE CAN300** 20172018AC-3 CHIEF MEMBERSHIP 364 01-Apr-2017 01-Apr-2017 10-5-2020000-0350 PROFESSIONAL MEMBERSHIPS 423.75 20172018AC-7 DEPUTY CHIEF MEMBERSHIP 364 01-Apr-2017 01-Apr-2017 10-5-2020000-0350 PROFESSIONAL MEMBERSHIPS 423.75 COM<sub>18</sub> **COMMISSIONAIRES OTTAWA** 000000035255 PRISONER GUARDS 323 18-Mar-2017 18-Mar-2017 10-5-2020000-0371 PRISONER EXPENSES 310.16 **DIR572 DIRECTDIAL.COM** RAM FOR HDVR SERVER IN564717 344 31-Mar-2017 31-Mar-2017 **COMPUTER MAINTENANCE** 113.00 10-5-2020000-0310 HERITAGE TIRE SALES INC. HER247 99288 303 REPAIRS 364 03-Apr-2017 03-Apr-2017 **VEHICLE MTCE. - TIRES** 152.55 10-5-2020000-0405 99294 306 SERVICE 364 03-Apr-2017 03-Apr-2017 **VEHICLE MTCE. - TIRES** 10-5-2020000-0405 152.55 99302 302 SERVICE 364 04-Apr-2017 04-Apr-2017 10-5-2020000-0405 **VEHICLE MTCE. - TIRES** 152.55 99307 **MOUNT AND BALANCE #305** 364 04-Apr-2017 04-Apr-2017 10-5-2020000-0405 **VEHICLE MTCE. - TIRES** 124.30 99326 COURT CAR SERVICE 364 06-Apr-2017 06-Apr-2017 10-5-2020000-0405 **VEHICLE MTCE. - TIRES** 152.55 301 SERVICE 99332 364 06-Apr-2017 06-Apr-2017 **VEHICLE MTCE. - TIRES** 152.55 10-5-2020000-0405 **HUB140 HUBER & ASSOCIATES INC.** CW108053 CAD TO RMS MAINTENANCE-DOWN PAYMENT 364 10-Apr-2017 10-Apr-2017 **OPTIC MAINTENANCE** 750.00 10-5-2020000-0329 JOE055 JOE MELOCHE FORD SALES LTD **CAR WASH** IJ00907 323 21-Mar-2017 21-Mar-2017 10-5-2020000-0402 VEHICLE & EQUIPMENT MTCE. 112.00 RJ04307 CAR DETAILED 323 08-Mar-2017 08-Mar-2017 VEHICLE & EQUIPMENT MTCE. 114.13 10-5-2020000-0402 **LUC289** LUCAS WORKS! (WINDSOR) INC. 113547 **BOARD SECRETARY** 364 06-Apr-2017 06-Apr-2017 PROFESSIONAL FEES 10-5-2020000-0327 1,134.60 MAL256 **MALDEN AUTOMOTIVE** 5294-145920 REPLACEMENT WIPER BLADES 322 24-Mar-2017 24-Mar-2017 10-5-2020000-0402 VEHICLE & EQUIPMENT MTCE. 30.56 METRO KING PEST CONTROL INC. MET052 2120 PEST CONTROL-OCT 323 31-Oct-2016 31-Oct-2016 **BUILDING MAINTENANCE** 33.90 10-5-2020000-0317 PEST CONTROL-NOV 2016 2121 323 30-Nov-2016 30-Nov-2016 **BUILDING MAINTENANCE** 33.90 10-5-2020000-0317 2122 PEST CONTROL-DEC 2016 323 31-Dec-2016 31-Dec-2016

BUILDING MAINTENAN Rage 194

10-5-2020000-0317

PEST CONTROL-FEB 2017

2124

33.90

28-Feb-2017

323 28-Feb-2017

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PWD JANITORIAL/MAINTENANCE

311.88

10-5-3010000-0318

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PEST CONTROL-OCT 2120 323 31-Oct-2016 31-Oct-2016 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28 25 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.25 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.25 PWD JANITORIAL/MAINTENANCE 39 55 10-5-3010000-0318 30-Nov-2016 2121 PEST CONTROL-NOV 2016 323 30-Nov-2016 PWD JANITORIAL/MAINTENANCE 10-5-3010000-0318 28.25 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.25 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 39.55 PWD JANITORIAL/MAINTENANCE 10-5-3010000-0318 28.25 2122 PEST CONTROL-DEC 2016 323 31-Dec-2016 31-Dec-2016 PWD JANITORIAL/MAINTENANCE 10-5-3010000-0318 39.55 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.25 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.25 PWD JANITORIAL/MAINTENANCE 28 25 10-5-3010000-0318 2124 PEST CONTROL-FEB 2017 323 28-Feb-2017 28-Feb-2017 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.25 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.25 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.25 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 39.55 MICHELIN NORTH AMERICA (CANADA) INC c/o MIC117 DA000592999C TIRES INSTALLED 344 29-Mar-2017 29-Mar-2017 10-5-3010000-0402 VEHICLE & EQUIPMENT MTCE. 443.30 MORNEAU SHEPELL LTD. MOR26 MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017 10-5-3010000-0207 **BENEFITS - LIFE & DISABIL** 96.72 **OACETT** OAC05 1248843 MEMBERSHIP FEES 344 01-Jan-2017 01-Jan-2017 10-5-3010000-0350 **MEMBERSHIPS** 240.63 STA310 STANTEC CONSULTING LTD 1157511 **CONSULTANT FEES** 344 22-Mar-2017 22-Mar-2017 10-5-3010000-0328 **ENGINEERING FEES** 521.11 TIM'S TREE SERVICE TIM208 323 28-Mar-2017 32821 REFORESTATION EXPENSES 28-Mar-2017 10-5-3010000-0650 REFORESTATION EXPENSES 339.00 TRA689 TRACTION WINDSOR 396256662 REAR BRAKE DUST SHIELDS FOR #306 323 29-Mar-2017 29-Mar-2017 84.07 10-5-3010000-0402 VEHICLE & FQUIPMENT MTCE **BOXMARKER LIGHTS FOR #205** 396257063 364 04-Apr-2017 04-Apr-2017 VEHICLE & EQUIPMENT MTCE. 36.04 10-5-3010000-0402 **WIG035** WIGLE HOME HARDWARE BUILDING CENTRE 105115 SUPPLIES 323 13-Mar-2017 13-Mar-2017 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 417.31 **BUILDING MAINTENANCE** 323 13-Mar-2017 105116 13-Mar-2017 PWD JANITORIAL/MAINTENANCE 10-5-3010000-0318 38.42 105118 **BUILDING MAINTENANCE** 323 13-Mar-2017 13-Mar-2017 PWD JANITORIAL/MAINTENANCE 7 -40.68 10-5-3010000-0318 105119 **BUILDING MAINTENANCE** 323 13-Mar-2017 13-Mar-2017 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 21.75 TOWN OF AMHERSTBURG AP5130 Page: 14 Council/Board Report By Dept-(Computer) Time: 3:40 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 To 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: All Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 3010000 **PUBLIC WORKS** 105644 SUPPLIES-LUNCH ROOM 344 29-Mar-2017 29-Mar-2017 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 106.06 105661 SUPPLIES-LUNCH ROOM 344 29-Mar-2017 29-Mar-2017 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 28.22 105681 SUPPLIES-LUNCH ROOM 344 30-Mar-2017 30-Mar-2017 10-5-3010000-0318 PWD JANITORIAL/MAINTENANCE 121.42 105719 RENOVATIONS 344 31-Mar-2017 31-Mar-2017 PWD JANITORIAL/MAINTENANCE 10-5-3010000-0318 102.81 Department Totals: 6.168.15 ROADS DEPARTMENT 3020000 **HEATON SANITATION** HEA693 **CULVERT PLUGGED REMOVED** 27814 344 31-Mar-2017 31-Mar-2017 10-5-3020000-0730 **CULVERTS & BRIDGES** 813.60 RIVARD EXCAVATING LTD **RIV260** 10418 **CULVERT REPLACEMENT** 344 24-Mar-2017 24-Mar-2017 **CULVERTS & BRIDGES** 2,904.10 10-5-3020000-0730 **WAL101 WALKER AGGREGATES** 267616 STONE FOR ROADS 344 25-Mar-2017 25-Mar-2017 10-5-3020000-0715 STONE 167.57 WIGLE HOME HARDWARE BUILDING CENTRE WIG035 SIGNS AND DEVICES 105276 323 17-Mar-2017 17-Mar-2017 10-5-3020000-0740 TRAFFIC SIGNS 89.80 **Department Totals:** 3,975.07 DEPARTMENT 3022011 **ROAD CAPITAL - 2011 MILL-AM CORPORATION** MIL219 3-PWD-RD-201 MARSH DRIVE-SURFACE ASPHALT REPLACEMENT 364 03-Apr-2017 03-Apr-2017 40-7-3022011-0005 MARSH DRIVE ASPHALT 3,126.38 3-PWD-RD-201 RENAUD DRIVER-SURFACE ASPHALT REPLACEMENT 364 03-Apr-2017 03-Apr-2017 RENEAU DRIVE ASPHALT 40-7-3022011-0004 6,181.98 Department Totals : 9,308.36 DEPARTMENT 3022016 **ROADS CAPTIAL - 2016 SUN293** SUNSET ENTERPRIZE & WELDING 344 28-Feb-2017 28-Feb-2017 318052 **GATE ADJUSTMENTS** 40-7-3022016-0001 MELOCHE RD 236.15 **Department Totals:** 236.15 DEPARTMENT 3022017 **ROADS CAPITAL -2017** STANTEC CONSULTING LTD STA310 18-Jan-2017 1139474 **ENGINEERING** 344 18-Jan-2017 40-7-3022017-0001 2017 ENGINEERING PROJECTS 6,989.84 1158221 **ENGINEERING** 344 24-Mar-2017 24-Mar-2017 40-7-3022017-0001 2017 ENGINEERING PROJECTS 3,668.52 Page198 **Department Totals:** 10.658.36 TOWN OF AMHERSTBURG AP5130 Page: 15 Council/Board Report By Dept-(Computer) Time: 3:40 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 **To** 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: ΑII Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 3050000 STREET LIGHTING **HIC441 HICKS ELECTRIC** 8938 STREET LIGHT REPAIR 344 30-Mar-2017 30-Mar-2017 **GENERAL MAINTENANCE** 10-5-3050000-0331 567 26 8939 STREET LIGHT REPAIR 344 31-Mar-2017 31-Mar-2017 10-5-3050000-0331 **GENERAL MAINTENANCE** 164.98 **Department Totals:** 732.24 DEPARTMENT 4012006 SANITARY SEWER CAPITAL - 2006 CH2154 **CH2M HILL CANADA LIMITED** 3292307 **ENGINEERING COSTS** 344 22-Mar-2017 22-Mar-2017 AWWTP - ABURG WASTEWATER PLANT & ENV. AS 40-7-4012006-0056 3,209.20 **Department Totals:** 3.209.20 DEPARTMENT 4012013 WASTEWATER CAPITAL CH2154 **CH2M HILL CANADA LIMITED** 3292305 **ENGINEERING** 344 22-Mar-2017 22-Mar-2017 40-7-4012013-0003 **NEW FORCEMAIN & PUMP STATION** 9,615.79 3292306 **ENGINEERING** 344 22-Mar-2017 22-Mar-2017 40-7-4012013-0003 **NEW FORCEMAIN & PUMP STATION** 3,875.90 **Department Totals:** 13,491.69 DEPARTMENT 4012015 WASTEWATER CAPITAL CH2154 **CH2M HILL CANADA LIMITED** 3292299 **ENGINEERING RESEARCH** 344 22-Mar-2017 22-Mar-2017 MCG WW LAGOON - INFLOW & INFILTRATION SY 40-7-4012015-0012 2.641.94 3292300 **ENGINEERING COSTS** 344 22-Mar-2017 22-Mar-2017 40-7-4012015-0012 MCG WW LAGOON - INFLOW & INFILTRATION SY 11,925.46 **Department Totals:** 14.567.40 DEPARTMENT 4017720 MCGREGOR SEWERS ONT001 **ONTARIO CLEAN WATER AGENCY** 343 05-Jan-2017 05-Jan-2017 MCGREGOR LAGOON MOTOR REPAIRS 91802 10-5-4017720-0612 MAINTENANCE ITEMS - OCWA 1,343.12 **Department Totals:** 1.343.12 DEPARTMENT 4017730 **EDGEWATER SEWERS** ONT001 **ONTARIO CLEAN WATER AGENCY** 91808 **POWER REPAIRS** 343 05-Jan-2017 05-Jan-2017 10-5-4017730-0771 **OCWA - MEYERS PUMP STATIONS** 437 67 93022 SET REPAIR 343 08-Mar-2017 08-Mar-2017 10-5-4017730-0612 OCWA MAINTENANCE ITEMS 323.48 **Department Totals:** 761.15 DEPARTMENT 4017740 AMHERSTBURG SEWERS FEE256

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389 31-Mar-2017 31-Mar-2017

1000159506 COPPER SULPHATE FOR ROOT CONTROL 10-5-4017740-0759

SERVICE CONNECTION REPAIR & MTCE.

15.76

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**DEPARTMENT 4067715** GARBAGE DISPOSAL

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Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 7010000 PARKS AND RECREATION PROGRAMMING 44025040 OFFICE SUPPLIES 344 23-Mar-2017 23-Mar-2017 10-5-7010000-0301 **OFFICE SUPPLIES** 35.21 TMRMS SUPPLIES 364 04-Apr-2017 04-Apr-2017 44118414 10-5-7010000-0301 **OFFICE SUPPLIES** 155.15 Department Totals: 8.126.11 DEPARTMENT 7012016 CAPITAL WSP01 WSP CANADA INC. 0637476 **FUEL ANK REMOVAL** 323 29-Mar-2017 29-Mar-2017 40-7-7012016-0003 REMOVAL OF UNDERGROUND GAS TANKS 1,130.00 Department Totals : 1,130.00 DEPARTMENT 7017000 PARKS MAINTENANCE MAL256 **MALDEN AUTOMOTIVE** 5294-146358 BRAKE CABLES 364 03-Apr-2017 03-Apr-2017 10-5-7017000-0402 VEHICLE & EQUIPMENT MAINTENANCE PARKS 105.46 5294-146378 TRANSMISSION LINES AND CONNECTORS FOR #710 364 03-Apr-2017 03-Apr-2017 10-5-7017000-0402 VEHICLE & EQUIPMENT MAINTENANCE PARKS 108.83 5294-146379 BRAKE CABLES CREDIT 364 03-Apr-2017 03-Apr-2017 10-5-7017000-0402 **VEHICLE & EQUIPMENT MAINTENANCE PARKS** -63.82 5294-146412 TRANSMISSION FLUID FOR #710 364 03-Apr-2017 03-Apr-2017 **VEHICLE & EQUIPMENT MAINTENANCE PARKS** 15.70 10-5-7017000-0402 5294-146711 **FUEL FILTER FOR #PG-43** 364 07-Apr-2017 07-Apr-2017 10-5-7017000-0402 **VEHICLE & EQUIPMENT MAINTENANCE PARKS** 3.54 5294145942 322 25-Mar-2017 REPAIRED DOME LIGHT 25-Mar-2017 10-5-7017000-0402 **VEHICLE & EQUIPMENT MAINTENANCE PARKS** 11.16 5294145946 REPLACED POWER STEERING PRESSURE LINE 322 25-Mar-2017 25-Mar-2017 **VEHICLE & EQUIPMENT MAINTENANCE PARKS** 57 98 10-5-7017000-0402 5294146031 POWER STERRING FLUID FOR #PG-1 322 27-Mar-2017 27-Mar-2017 10-5-7017000-0402 **VEHICLE & EQUIPMENT MAINTENANCE PARKS** 18.06 **WIG035** WIGLE HOME HARDWARE BUILDING CENTRE 105577 **SUPPLIES** 323 27-Mar-2017 27-Mar-2017 10-5-7017000-0322 GENERAL SUPPLIES - PARKS & REC 94.48 105602 MATERIALS AND SUPPLIES 323 28-Mar-2017 28-Mar-2017 10-5-7017000-0322 GENERAL SUPPLIES - PARKS & REC 59.86 105679 PARK SUPPLIES 344 30-Mar-2017 30-Mar-2017 10-5-7017000-0322 GENERAL SUPPLIES - PARKS & REC 39 44 105702 **SUPPLIES** 344 30-Mar-2017 30-Mar-2017 10-5-7017000-0322 GENERAL SUPPLIES - PARKS & REC 225.99 **SUPPLIES** 344 30-Mar-2017 30-Mar-2017 105703 10-5-7017000-0322 GENERAL SUPPLIES - PARKS & REC 28.22 105732 **MATERIALS** 344 31-Mar-2017 31-Mar-2017 10-5-7017000-0322 GENERAL SUPPLIES - PARKS & REC 56.43 105740 **MATERIALS** 344 31-Mar-2017 31-Mar-2017 10-5-7017000-0322 GENERAL SUPPLIES - PARKS & REC 36.87 04-Apr-2017 105862 PARK SUPPLIES 364 04-Apr-2017 GENERAL SUPPLIES - Part 202 C 10-5-7017000-0322 25.12 PARK SUPPLIES 105873 364 05-Apr-2017 05-Apr-2017 GENERAL SUPPLIES - PARKS & REC 10-5-7017000-0322 33 89 TOWN OF AMHERSTBURG AP5130 19 Page: Council/Board Report By Dept-(Computer) Time: 3:40 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 To 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: All Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 7017000 PARKS MAINTENANCE 105938 PARK SUPPLIES 364 06-Apr-2017 06-Apr-2017 10-5-7017000-0322 GENERAL SUPPLIES - PARKS & REC 19.75 Department Totals: 876.96 DEPARTMENT 7017010 KING'S NAVY YARD PARK METRO KING PEST CONTROL INC. MET052 2120 PEST CONTROL-OCT 323 31-Oct-2016 31-Oct-2016 PARKS BUILDING MAINTENANCE P&F 10-5-7017010-0317 33.90 PARKS BUILDING MAINTENANCE P&F 28.25 10-5-7017010-0317 2121 PEST CONTROL-NOV 2016 323 30-Nov-2016 30-Nov-2016 10-5-7017010-0317 PARKS BUILDING MAINTENANCE P&F 28.25 10-5-7017010-0317 PARKS BUILDING MAINTENANCE P&F 33.90 2122 PEST CONTROL-DEC 2016 323 31-Dec-2016 31-Dec-2016 10-5-7017010-0317 PARKS BUILDING MAINTENANCE P&F 28.25 10-5-7017010-0317 PARKS BUILDING MAINTENANCE P&F 33.90 2124 PEST CONTROL-FEB 2017 323 28-Feb-2017 28-Feb-2017 10-5-7017010-0317 PARKS BUILDING MAINTENANCE P&F 28.25 10-5-7017010-0317 PARKS BUILDING MAINTENANCE P&F 33.90 **Department Totals:** 248.60 DEPARTMENT 7017300 LIBRO **BAYMAR SUPPLY LTD** BAY320 3009546 HEATING/COOLING FOR ENERGY ZONE 323 24-Mar-2017 24-Mar-2017 8,065.36 10-5-7017300-0331 REFRIGERATION MAINTENANCE **BRENNER PACKERS LTD.** BRE497 39395 CONCESSION PURCHASES 344 17-Mar-2017 17-Mar-2017 10-5-7017300-0384 CANTEEN PURCHASES Bus&Dev 250.00 **CIN177 CINTAS CANADA LIMITED** 847280600 SERVICE FEES 344 31-Mar-2017 31-Mar-2017 CONTRACTED SERVICES 69.73 10-5-7017300-0336 364 07-Apr-2017 847281623 LIBRO FLOOR MATS 07-Apr-2017 CONTRACTED SERVICES 69.73 10-5-7017300-0336 **COLONIAL COFFEE CO. LTD. COL128 CONCESSION PURCHASE** 736324 344 23-Mar-2017 23-Mar-2017 10-5-7017300-0384 CANTEEN PURCHASES Bus&Dev 116.30 **CUL391 CULLIGAN WATER** 6335910 WATER COOLERS 323 31-Mar-2017 31-Mar-2017 CONTRACTED SERVICES 10-5-7017300-0336 81.24 **DOW547 DOWLER KARN** 97529 **PROPANE** 323 22-Mar-2017 22-Mar-2017 10-5-7017300-0401 GASOLINE / PROPANE 142.38 **GOR299** GORDON FOOD SERVICE CAN. LTD. - ONTARIO DIVISION 1542714 **CONCESSION PURCHASE** 323 15-Feb-2017 15-Feb-2017 10-5-7017300-0384 CANTEEN PURCHASES Bus&Dev 1,340.46 1608248 **CONCESSION PURCHASES** 344 17-Mar-2017 17-Mar-2017 10-5-7017300-0384 CANTEEN PURCHASES Bus&Dev 771 25 Page203 1618051 **CONCESSION PURCHASES** 344 22-Mar-2017 22-Mar-2017 CANTEEN PURCHASES Bus&Dev 10-5-7017300-0384 503.21 TOWN OF AMHERSTBURG AP5130 20 Page: Council/Board Report By Dept-(Computer) 3:40 pm Date: Apr 18, 2017 Time: A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 To 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: All Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 7017300 LIBRO **JAC351** JACK SMITH FUELS LTD IN296490 ANTIFREEZE PURCHASE 05-Apr-2017 364 05-Apr-2017 10-5-7017300-0336 CONTRACTED SERVICES 1,317.86 **MALDEN AUTOMOTIVE** MAL256 REPLACED HEATER CORE IN #FM-1 5294146048 322 28-Mar-2017 28-Mar-2017 10-5-7017300-0402 VEHICLE & EQUIPMENT MTCE. 58.67 5294146194 **ENGINE OIL AND FILTERS FOR #RS-2** 322 30-Mar-2017 30-Mar-2017 10-5-7017300-0402 VEHICLE & EQUIPMENT MTCE. 65.81 METRO KING PEST CONTROL INC. MET052 PEST CONTROL-OCT 2120 323 31-Oct-2016 31-Oct-2016 10-5-7017300-0317 **BUILDING MAINTENANCE** 45.20 **BUILDING MAINTENANCE** 28.25 10-5-7017300-0317 PEST CONTROL-NOV 2016 323 30-Nov-2016 2121 30-Nov-2016 10-5-7017300-0317 **BUILDING MAINTENANCE** 45.20 10-5-7017300-0317 **BUILDING MAINTENANCE** 28 25 2122 PEST CONTROL-DEC 2016 323 31-Dec-2016 31-Dec-2016 10-5-7017300-0317 **BUILDING MAINTENANCE** 45.20 10-5-7017300-0317 **BUILDING MAINTENANCE** 28 25 PEST CONTROL-FEB 2017 323 28-Feb-2017 28-Feb-2017 10-5-7017300-0317 **BUILDING MAINTENANCE** 28.25 **BUILDING MAINTENANCE** 10-5-7017300-0317 45 20 MOR<sub>26</sub> MORNEAU SHEPELL LTD. MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017 10-5-7017300-0207 **BENEFITS - LIFE & DISABIL** 241 81 10-5-7017300-0207 BENEFITS - LIFE & DISABIL 80.60 **NAP110 NAPLES PIZZA** 344 25-Mar-2017 **CONCESSION PURCHASE** 25-Mar-2017 138 10-5-7017300-0384 CANTEEN PURCHASES Bus&Dev 185.79 NEL277 **NELLA CUTLERY (HAMILTON) INC** IN2339222 ZAMBONI BLADE SHARPENING 323 23-Mar-2017 23-Mar-2017 10-5-7017300-0402 VEHICLE & EQUIPMENT MTCE. 56.50 **NUCCELLI'S FROZEN YOGURT NUC146** 11803 **CONCESSION PURCHASE** 344 05-Mar-2017 05-Mar-2017 10-5-7017300-0384 CANTEEN PURCHASES Bus&Dev 147.53 SHE592 SHERWIN WILLIAMS CO. LINE PAINT FOR BALL HOCKEY 8810-2 323 29-Mar-2017 29-Mar-2017 10-5-7017300-0317 **BUILDING MAINTENANCE** 273.01 SIMPLISTIC LINES INC. SIM535 1732040317 FIELD MARKING PAINT REFILL 364 03-Apr-2017 03-Apr-2017 10-5-7017300-0960 **OUTDOOR SOCCER (NAT TURF)** 1.977.50 1774103116 **CREDIT NOTE** 364 31-Oct-2016 31-Oct-2016 **OUTDOOR SOCCER (NAT TURF)** 10-5-7017300-0960 -395.501858040317 LIBRO PAINT SUPPLIES 364 03-Apr-2017 03-Apr-2017 10-5-7017300-0960 **OUTDOOR SOCCER (NAT TURF)** 4.118.85 VOL382 VOLLMER INC. REFRIGERATION REPAIRS W16000 323 24-Mar-2017 24-Mar-2017 REFRIGERATION MAINTENANCE 4 10-5-7017300-0331 3,904.15 WIGLE HOME HARDWARE BUILDING CENTRE WIG035 105839 **PAINT** 364 04-Apr-2017 04-Apr-2017

TOWN OF AMHERSTBURG AP5130 21 Page: Council/Board Report By Dept-(Computer) Time: 3:40 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 **To** 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: All Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 7017300 **LIBRO** 10-5-7017300-0317 **BUILDING MAINTENANCE** 15.80 105879 **ENERGY ROOM SUPPLIES** 364 05-Apr-2017 05-Apr-2017 10-5-7017300-0317 **BUILDING MAINTENANCE** 23.71 105946 **SUPPLIES** 364 06-Apr-2017 06-Apr-2017 **HEALTH AND SAFETY** 10-5-7017300-0250 40.66 Department Totals: 23,816.21 DEPARTMENT 7017730 99 THOMAS ROAD WIGLE HOME HARDWARE BUILDING CENTRE WIG035 105560 **BUILDING SUPPLIES** 323 27-Mar-2017 27-Mar-2017 10-5-7017730-0317 99 THOMAS RD - BUILDING MAIN 26.81 105572 **BUILDING SUPPLIES** 323 27-Mar-2017 27-Mar-2017 10-5-7017730-0317 99 THOMAS RD - BUILDING MAIN 28.46 **Department Totals:** 55.27 AMHERSTBURG LIBRARY DEPARTMENT 7027510 MET052 METRO KING PEST CONTROL INC. 2120 PEST CONTROL-OCT 323 31-Oct-2016 31-Oct-2016 10-5-7027510-0317 **CARNEGIE LIBRARY - BUILDING MAIN** 28 25 2121 PEST CONTROL-NOV 2016 323 30-Nov-2016 30-Nov-2016 **CARNEGIE LIBRARY - BUILDING MAIN** 10-5-7027510-0317 28.25 2122 PEST CONTROL-DEC 2016 323 31-Dec-2016 31-Dec-2016 28.25 10-5-7027510-0317 CARNEGIE LIBRARY - BUILDING MAIN PEST CONTROL-FEB 2017 2124 323 28-Feb-2017 28-Feb-2017 **CARNEGIE LIBRARY - BUILDING MAIN** 10-5-7027510-0317 28.25 Department Totals : 113.00 DEPARTMENT 7037610 ACS BUILDING METRO KING PEST CONTROL INC. MET052 PEST CONTROL-OCT 2120 323 31-Oct-2016 31-Oct-2016 10-5-7037610-0317 **BUILDING MAIN.-ACS BUILDING P&F** 33.90 2121 PEST CONTROL-NOV 2016 323 30-Nov-2016 30-Nov-2016 10-5-7037610-0317 **BUILDING MAIN.-ACS BUILDING P&F** 33.90 2122 PEST CONTROL-DEC 2016 323 31-Dec-2016 31-Dec-2016 **BUILDING MAIN.-ACS BUILDING P&F** 33.90 10-5-7037610-0317 2124 PEST CONTROL-FEB 2017 323 28-Feb-2017 28-Feb-2017 10-5-7037610-0317 **BUILDING MAIN.-ACS BUILDING P&F** 33.90 Department Totals: 135.60 GORDON HOUSE DEPARTMENT 7037620 METRO KING PEST CONTROL INC. MET052 2120 PEST CONTROL-OCT 323 31-Oct-2016 31-Oct-2016 10-5-7037620-0317 **BUILDING MTCE - GORDON HOUSE P&F** 28 25 2121 PEST CONTROL-NOV 2016 323 30-Nov-2016 30-Nov-2016 BUILDING MTCE - GORDON HOUSE P&F 28.25 10-5-7037620-0317 PEST CONTROL-DEC 2016 2122 323 31-Dec-2016 31-Dec-2016 Page 205
BUILDING MTCE - GORDON HOUSE P&F 28.25 10-5-7037620-0317 PEST CONTROL-FEB 2017 323 28-Feb-2017 28-Feb-2017 2124

TOWN OF AMHERSTBURG AP5130 Page: 22 Council/Board Report By Dept-(Computer) Time: 3:40 pm Date: Apr 18, 2017 A1C740 To ZUL180 Vendor: Cheque Print Date: 05-Apr-2017 **To** 18-Apr-2017 Batch : All Bank: 1 To 99 Department : Class: ΑII Vendor **Vendor Name** Invoice Description **Batch Invc Date Invc Due Date** G.L. Account CC1 CC2 CC3 **GL Account Name** Amount DEPARTMENT 7037620 **GORDON HOUSE** 10-5-7037620-0317 **BUILDING MTCE - GORDON HOUSE P&F** 28.25 Department Totals: 113.00 DEPARTMENT 8010000 **PLANNING** MORNEAU SHEPELL LTD. MOR26 MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017 10-5-8010000-0207 BENEFITS - LIFE & DISABIL 16.12 **Department Totals:** 16.12 TOURISM VISITOR INFORMATION CENTRE DEPARTMENT 8020000 **DEL091 DELISLE SIGNS** 38 **ROLL UP BANNERS** 364 06-Apr-2017 06-Apr-2017 10-5-8020000-0307 **ADVERTISING** 508.50 HONOR ROBERT HON444 MARCH 25, 20 WALKING TOUR 344 25-Mar-2017 25-Mar-2017 10-5-8020000-0307 **ADVERTISING** 50.00 MOR26 MORNEAU SHEPELL LTD. MARCH 2017 524180, 524181, 524182, 524183 344 31-Mar-2017 31-Mar-2017 10-5-8020000-0207 **BENEFITS - LIFE & DISABILITY** 16.12 REN703 **RENAUD VALERIE** MARCH 3, 201 CREATIVE DESIGN FOR BANNER AND POSTER 344 03-Mar-2017 03-Mar-2017 10-5-8020000-0307 **ADVERTISING** 140.00 Department Totals : 714.62 DEPARTMENT 8020100 SPECIAL EVENTS & FESTIVALS WOO114 **WOOFA-ROO PET FEST** MARCH30 RETURN OF SECURTY DEPOSIT FOR WOOFA-ROO WHISKEY WINE AND WAGS 323 30-Mar-2017 30-Mar-2017 10-4-8020100-1306 **EVENT REVENUE** 250.00 **Department Totals:** 250.00 DEPARTMENT 8052006 WATER DEPARTMENT CAPITAL - 2006 LAN309 LANDMARK STRUCTURES CO. PWD-WM-07-0 WATER TOWER 371 29-Apr-2014 29-Apr-2014 **NEW WATER TOWER - ENGINEERING & DESIGN** 80-7-8052006-0108 98,119.14 **Department Totals:** 98.119.14 DEPARTMENT 8052010 WATER CAPITAL ONT001 **ONTARIO CLEAN WATER AGENCY** 000090912 VALVE REPLACEMENTS 351 19-Dec-2016 19-Dec-2016 80-7-8052010-0007 PLANT - REPLACE CONTROL VALVES 9,149.19 000091807 VALVE REPLACEMENT 351 05-Jan-2017 05-Jan-2017 80-7-8052010-0007 PLANT - REPLACE CONTROL VALVES 17,914.85 000093024 VALVE REPLACEMENT 351 08-Mar-2017 08-Mar-2017 5,859.25 80-7-8052010-0007 PLANT - REPLACE CONTROL VALVES Department Totals : Page206

DEPARTMENT 8052016 WATER CAPITAL

# TOWN OF AMHERSTBURG

## Council/Board Report By Dept-(Computer)

Vendor: All

Department:

Batch :

**ONT001** 

A1C740 To ZUL180

**Vendor Name** 

Vendor Invoice Description

G.L. Account

CC1

CC2

CC3

**GL Account Name** 

**PAYROLL A/C 9103910** 

A/P - PAYROLL DED. - FAM.

A/P - PAYROLL DED. - EHT

A/P - PAYROLL DED. - CPP

A/P - PAYROLL DED. - INC.

A/P - PAYROLL DED. - E.I.

A/P - PAYROLL DED. - INC.

A/P - PAYROLL DED. - CPP

A/P - PAYROLL DED. - E.I.

A/P - PAYROLL DED. - CPP

A/P - PAYROLL DED. - INC.

Bank:

AP5130

Date:

1 To 99

Apr 18, 2017

Cheque Print Date: 05-Apr-2017

Class: All

**Batch Invc Date** 

**Invc Due Date** Amount

23

3:40 pm

To 18-Apr-2017

DEPARTMENT 8052016

WATER CAPITAL **ONTARIO CLEAN WATER AGENCY** 

000091815 **FACILITY ASSESSMENT** 

80-7-8052016-0004

WATER TREATMENT PLANT FACILITY PLAN

351 05-Jan-2017 05-Jan-2017

Page:

Time:

Department Totals :

14,686.28 14,686.28

Computer Paid Total:

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TOWN OF AMHERSTBURG

Council/Board Report By Dept-(EFT)

Vendor : A1C740 To ZUL180

Batch:

Department:

Vendor Code

All

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**Vendor Name** 

Invoice No. G.L. Account

CC1

Description

**GL Account Name** 

CC3 CC2

DEPARTMENT 0000000 **GENERAL** 

AMH19 AMHERSTBURG PAYROLL~TOWN OF

PP14-2017 PAYROLL TRANSFER PP14-2017

10-1-0000000-0202

DIR<sub>0</sub>3 **DIRECTOR OF FAMILY RESPONSIBILTY** 

MAR 2017 MAR 2017 FAMILY SUPPORT

10-2-0000000-1155

MIN24 MINISTRY OF FINANCE-PAYMENT

10-2-0000000-1152

MAR 2017

REC04

**MAR 2017 EHT** 

**RECEIVER GENERAL** 

PP12-2017 FUL PP12-2017 PAYROLL TAXES FULL TIME A/P - PAYROLL DED. - E.I.

10-2-0000000-1143 10-2-0000000-1142

10-2-0000000-1141

PP12-2017 PAR PP12-2017 PAYROLL TAXES PART TIME 10-2-0000000-1143

10-2-0000000-1141

10-2-0000000-1142 PP13-2017 FUL PP13-2017 PAYROLL TAXES FULL TIME

10-2-0000000-1143 10-2-0000000-1142

10-2-0000000-1141 PP13-2017 PAR PP13-2017 PAYROLL TAXES PART TIME

10-2-0000000-1141

10-2-0000000-1142 10-2-0000000-1143

A/P - PAYROLL DED. - INC.

A/P - PAYROLL DED. - CPP A/P - PAYROLL DED. - E.I.

Apr 18, 2017 Date:

AP5130

EFT Paid Date: 05-Apr-2017

1 To 99 Bank: Class: ΑII

**Batch Invc Date** 

327 31-Mar-2017

325 30-Mar-2017

Invc Due Date

Page : 23

**Time:** 3:40pm

To 18-Apr-2017

**Amount** 

347 06-Apr-2017 06-Apr-2017

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326 31-Mar-2017 05-Apr-2017

3,150.00

15-Apr-2017 19,157.89

300 23-Mar-2017 05-Apr-2017

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282,524.62

**Department Totals:** 

Page207

**EFT Paid Total:** 

282,524.62

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Total Manually Paid for Approval :	0.00
Total Computer Paid for Approval :	805,552.11
Total EFT Paid for Approval :	282,524.62
Grand Total ITEMS for Approval :	1,088,076.73



# OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

CITY HALL WINDSOR, ONTARIO N9A 6S1

Fax: (519)255-6868
E-mail: clerks@citywindsor.ca
WEBSITE: www.citywindsor.ca

# City Council Decision Monday, March 27, 2017

Decision Number: CR170/2017

That the correspondence from the President of Earth Day Network dated March 27, 2017 regarding "Earth Day Network's 2017 Global Day of Conversation" **BE RECEIVED**, and further, that this **BE REFERRED** to the Windsor Essex County Environment Committee (WECEC) for further review and consideration. Carried.

Report Number: CMC 5/2017 Clerk's File: El/10822 7.1.17

# Steve Vlachodimos

Deputy City Clerk/Senior Manager of Council Services April 12, 2017

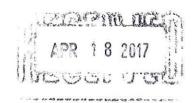
#### **Department Distribution**

Neil Robertson	Manager of Urban Design
Karen Kadour	Committee Coordinator

## **External Distribution**

**WECEC** 

April 12, 2017



Honourable Ralph Goodale, P.C., M.P. Minister of Public Safety and Emergency Preparedness House of Commons Ottawa, ON K1A 0A6

Dear Minister Goodale,

I am writing to you regarding the April 5, 2017 CBC News Report on Canadian boaters and paddlers urged to get NEXUS card, Minimum fine for failing to report to the CBSA upon entry to Canada is \$1,000 and to express concerns from local residents in this regard.

In particular, CBC reports: Boaters planning to float down the Detroit River are being warned to notify officials if they cross the invisible border before coming back to Canada. The caution comes courtesy of a new interpretation of the "in transit exemption," according to former commodore of the Windsor Power and Sail Squadron, Alan Johnson.

The CBC also reports: Word of the change comes after a recent meeting between Windsor boaters, RCMP and officials from both sides of the border where Windsor residents expressed confusion over the rules. In a statement sent to CBC, the CBSA said failure to report returning to Canada could lead to detention, seizure of a boat or a hefty fine. "The minimum fine for failing to report to the CBSA upon entry to Canada is \$1,000," the statement said. Johnson said Canada's regulations are actually more strict than those of the Americans, who only expect boaters to check in if they drop anchor in the U.S. or come ashore.

Minister, what is the rationale for the sudden and high-handed change in the interpretation of the in-transit exemption by the Federal Government?

Our region enjoys a unique, international waterway and has the largest number per capita of recreational boaters and pleasure craft than any other region in Canada, along with a significant recreational fishing economy. It would appear that this action is nothing more than a \$50 tax grab by the Federal Government by requiring local residents, out for a pleasure cruise or fishing with their grandkids, to purchase a NEXUS card when they have little need for the card and have no intent on anchoring or going ashore in the U.S.

It is also very disturbing to hear the Government of Canada threatening local residents with severe penalties if they don't make a CBSA call-in every time they happen to zig-zag their jet ski, paddle their kayak or unintentionally float or sail across the invisible, international border line while enjoying a day out on our unique, international waterway. This is clearly a matter of policy getting in the way of common sense.

For generations, local residents have been exempted from such requirements along the most safe and peaceful, international border in the world. What is the rationale for the Government of Canada's sudden decision to change the way it treats Canadians from how the U.S. Government treats their citizens, in this same regard?

I also inquire as to whether this new interpretation of the in-transit exemption is being applied in a similar manner to all Canadian waterways bordering the U.S.?

I look forward to hearing back from you at your earliest opportunity.

Sincerely,

Gary McNamara

Mayor

CC. Mayor Drew Dilkens, City of Windsor

Mayor Aldo DiCarlo, Town of Amherstburg

Mayor Ron McDermott, Town of Essex

Mayor Nelson Santos, Town of Kingsville

Mayor Tom Bain, Town of Lakeshore

Mayor Ken Antaya, Town of LaSalle

Mayor John Paterson, Municipality of Leamington

Mayor Randy Hope, Municipality of Chatham-Kent

Mayor Mike Bradley, City of Sarnia

Lynn Dollin, President, Association of Municipalities of Ontario

Clark Somerville, President, Federation of Canadian Municipalities





April 4, 2017

Honourable Catherine McKenna Minister of Environment & Climate Change Canada Email: Catherine.McKenna@parl.gc.ca

Honourable Lawrence MacAulay Minister of Agriculture & AgriFood Canada Email: Lawrence.macaulay@parl.gc.ca

Honourable Kathryn McGarry Minister of Natural Resources & Forestry Email: kmcgarry.mppco@liberal.ola.org

Mayor Nelson Santos Town of Kingsville Email: nsantos@kingsville.ca

Mayor Ken Antaya Town of LaSalle

Email: kantaya@town.lasalle.on.ca

Mayor Tom Bain Town of Lakeshore

Email: tbain@lakeshore.ca

Mayor John Paterson Town of Leamington

Email: mayor@leamington.ca

Dear Sir/Madame,

Honourable Glen R. Murray Minister of Environment & Climate Change Email: gmurray@liberal.ola.org

Honourable Jeff Leal Minister of Agriculture, Food & Rural Affairs Email: jleal.mpp.co@liberal.ola.org

Tracey Ramsey, MP Email: tracey.ramsey@parl.gc.ca

Taras Natyshak, MPP Email: tnatyshak-co@ndp.on.ca

Mayor Gary McNamara Town of Tecumseh Email: gmcnamara@tecumseh.ca

Mayor Aldo DiCarlo Town of Amherstburg Email: adicarlo@amherstburg.ca

Federation of Canadian Municipalities Email: info@fcm.ca

Association of Municipalities (AMO) Email: amo@amo.on.ca

At the regular council meeting of March 20, 2017, the Essex Town Council discussed the harmful algal blooms in Lake Erie that are threatening one of the most important resources we have in Ontario, fresh water. As a result of the discussion that followed the following resolution was passed,



Moved By Councillor Bondy Seconded By Councillor Voakes

**(R17-03-109) That**, harmful algal blooms in Lake Erie threaten one of Ontario's most important natural and economic resources by negatively impacting the use of water for drinking, fishing, boating, and swimming;

And that, in 2015 Lake Erie experienced the largest harmful algal bloom in its history;

**And that**, toxins from algal blooms can damage the kidneys and liver, and can cause nausea, vomiting, diarrhea, paralysis, and potentially death;

**And that**, communities that depend on Lake Erie as a source for their drinking water have made significant investments to ensure it is free from dangerous levels of algal toxins and nuisance algae;

**And that**, toxins from algal blooms threaten the health of anglers, boaters, and swimmers exposed to contaminated water;

**And that**, algal blooms limit the enjoyment of Lake Erie beaches and other recreational activities on and in the water;

**And that**, local tourism, commercial and residential property values may be negatively impacted if algal blooms continue to increase in intensity and frequency; and

**And that**, algal blooms may negatively impact Lake Erie's commercial and recreational fishing industry.

**Therefore be it resolved** that the Ontario and Federal governments be requested to be leaders in the development and implementation of action plans that will protect drinking water and effectively address algal blooms and protect and restore the health of Lake Erie.

**Be it finally resolved** that a copy of this resolution be forwarded to the:

- Ontario Minister of the Environment and Climate Change
- Ontario Minister of Agriculture and Rural Affairs
- Ontario Minister of Natural Resources
- Federal Minister of Environment and Climate Change
- Federal Minister of Agriculture and Agri-Food
- Local Member of Provincial Parliament and Member of Parliament



- AMO
- Federation Canadian Municipalities (FCM)
- Essex County Municipalities

**Carried** 

Your support of the development and implementation of action plans that will protect our water is respectfully requested.

Yours truly,

Robert W. Auger, L.L.B.

Manager, Legislative Services/Clerk

Ext. 1132

Email: rauger@essex.ca

RW/lm

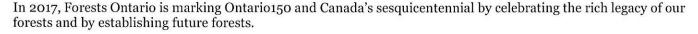


144 Front Street West, Suite 700 Toronto, ON M5J 2L7

www.forestsontario.ca

Aldo DiCarlo Mayor Town of Amherstburg 271 Sandwich St. South Amherstburg, ON N9V 2A5

Dear Aldo DiCarlo,



March 30, 2017

Our forests are an undeniable symbol of our province. They support healthy ecosystems and address the challenges of climate change. Forests Ontario is proud to announce the launch of two initiatives and we invite your staff and residents to get involved:

- The Heritage Tree Program recognizes important trees in our communities associated with significant figures and events from our history. Our goal in 2017 is to collect and share the stories of 150 unique trees and encourage greater appreciation of trees as cultural artifacts. Anyone can nominate trees for recognition as a heritage tree. Visit www.heritagetrees.ca or contact Toni Ellis, Heritage Tree Coordinator, at 1-877-646-1193 ext. 301.
- Ontario's Green Leaf Challenge (GLC) The Ontario government and Forests Ontario invite all Ontarians to plant 3 million trees in 2017. Your residents then add the trees they plant to our online counter, which will map and track trees planted across the province. The website also provides resources to connect residents with local tree planting events and tree planting resources. We encourage your staff to add trees to our counter, submit tree planting events and share information about your local tree planting programs. Visit <a href="https://www.greenleafchallenge.ca">www.greenleafchallenge.ca</a> or contact Stephanie Prince, Communications Coordinator, at 1-877-646-1193 ext. 225.

In addition, Forests Ontario continues to deliver the **50 Million Tree Program (50MTP)**, supporting landowners and municipalities in establishing healthy new forests on their properties. The program offers significant financial and practical assistance for planting trees on properties with more than 2.5 acres of open land. The Program covers a significant portion of the total planting costs. The 50MTP is an excellent opportunity to not only minimize costs and effort for tree planting, but enhance the value and function of the property and create a living legacy that will benefit entire communities. If you or your residents require more information about the 50MTP, please contact Suzanne Perry, Forestry Outreach Coordinator, at 1-877-646-1193 ext. 239.

Enclosed is a selection of materials detailing these initiatives. Please promote these opportunities to your community. Please encourage your staff and residents to contact us if they require additional copies.

Our forests are essential to a healthy future. Let's take action today by growing future forests and by engaging Ontarians to appreciate the important place of trees in our communities.

Regards,

Rob Keen, RPF CEO, Forests Ontario 1-877-646-1193 ext. 230 rkeen@forestsontario.ca

# **Success Stories**



#### Phil Holst (Woodstock, ON)

- · Planted 12,300 trees across properties in Woodstock and Durham, Ontario.
- Property has been used as a pilot project for species migration. Trees planted to provide seed sources for species that will be better adapted to northern ecozones in coming generations.
- Estimated savings under the 50 Million Tree Program: \$13,500.



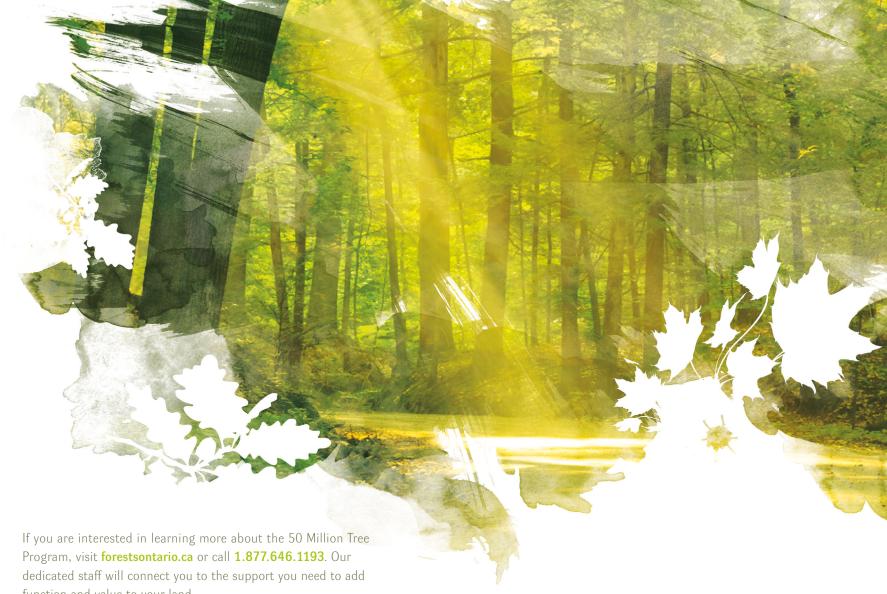
#### Patricia Harvey (Ottawa, ON)

- · Property comprised of more than 60 plantable acres.
- Planted 24,000 trees in the spring of 2010 followed by another 26,000 in the spring of 2012 with the Rideau Valley Conservation Authority (RVCA), a partner of the 50 Million Tree Program.
- · Estimated savings under the 50 Million Tree Program: \$68,000.



#### Bill & Mabel Almond (Meaford, ON)

- · Reforested 50 acres of 180 acre property in Meaford.
- Planting coordinated by Grey Sauble Conservation Authority.
- · Approximately 31,550 new trees planted on property through the 50 Million Tree Program.
- Estimated savings under the 50 Million Tree Program: \$43,000.



function and value to your land.

Join the more than 4,000 landowners who are working to re-green Ontario and foster a future of healthy forests supporting a strong economy, resilient ecosystem, and healthy communities!

**50 Million Tree Program** 

144 Front Street West, Suite 700 Toronto, ON M5J 2L7 T: 416.646.1193





# **History of the Program**

The objective of the government of Ontario's 50 Million Tree Program is to plant 50 million trees across Ontario by 2025. Forests Ontario is the lead delivery agent of the program, working with partners across the province to make this goal a reality.

While there is an abundance of idle land that could support the establishment of new forests in Ontario, the high costs and effort associated with tree planting has discouraged many landowners.

## The Role of Forests Ontario

Through the 50 Million Tree Program, Forests Ontario connects landowners with experienced forestry professionals who manage the planting process so that minimal effort is required on the part of landowners.

Forests Ontario works with more than 85 partners to deliver this program including Conservation Authorities, stewardship councils, seed collectors, nurseries, and community organizations. Forests Ontario's Field Advisors have offices across Ontario to provide technical support for partners and offer workshops for landowners.

The 50 Million Tree Program is just one of the many ways Forests Ontario is working to grow a future of healthy forests sustaining healthy people, a flourishing environment and a robust economy for generations. By supporting and promoting forest restoration, stewardship, education and awareness, Forests Ontario truly is the "Voice for our Forests".



# Eligibility

In order to plant under the 50 Million Tree Program, your planting site must:

- · Be at least one hectare (2.5 acres) of productive land that can be planted.
- · Be open or mostly open and not have been a woodland since 1990.

#### Landowners who plant under the program agree to:

- · Employ good forestry practices.
- · Assume some of the costs of future tree maintenance.
- · Sign a 15 year agreement to protect the trees.

### Benefits to You

- Trees planted around agricultural land can act as windbreaks, protecting agricultural land and crops from severe wind, blowing snow and drought conditions.
- Windbreaks surrounding properties can also provide shade during summer months and can act as natural snow fences in the winter, which could lead to reduced utility costs.
- You could save up to 75% on your property tax by planting trees if eligible for the Managed Forest Tax Incentive Program (MFTIP).
- All trees planted through the program contribute to cleaner air and water, wildlife habitat, and serve to mitigate the effects of climate change.

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### **How It Works**

- When you agree to participate in the 50 Million Tree Program, our local Field Advisor will connect you with one of our Planting Delivery Agents (PDAs) in your community who will arrange a visit with you on your property to determine its eligibility for the program, learn your objectives for the land, and begin drafting a plan for planting the site.
- Developing a site plan is a collaborative process between you and your PDA. PDAs determine key factors such as the method of planting and which species are to be planted in accordance with the conditions of the site and the objectives of each landowner.
- Throughout the planting process, your PDA will work with you to provide information on tree maintenance and forest management.
- In the first, second, and fifth year after the initial planting, your PDA will conduct follow-up survival assessments.

# What you save



On average, between

**75-90%** 

of planting costs are covered through the program.

The 50 Million Tree Program provides funding of \$1.35/tree over a period of five years, reducing landowners' costs to as little as \$0.25/tree.





In celebration of Ontario's 150<sup>th</sup> anniversary, the Ontario government and Forests Ontario are challenging Ontarians to **plant more trees**.

#### PLANTING INSTRUCTIONS

- 1 Leave the seedling in its package until you are ready to plant it but for no longer than five days after you receive it.
- 2 Plant the tree in a sunny location. Dig a hole at least twice as big as the root ball
- **3** Place several inches of soil at the bottom of your hole—this will help your tree take root!
- 4 Fill the hole with healthy soil and pack firmly.
- 5 Water your seedling once a week.
- 6 Visit greenleafchallenge.ca and add your tree to the counter!







It would tell us Ontario's history.

Add to the story by nominating your tree.

Find out how by visiting www.heritagetree.ca info@forestsontario.ca 1.877.646.1193





Trees are not just beautiful landmarks and the heart of healthy ecosystems, but characters in the stories that form our history.

A Heritage Tree is a tree or group of trees linked to significant figures or events from history and may be unique based on size, form, shape, age, or species. Examples include trees that:

- Were planted by or located on a property inhabited by a historical figure
- Have been marked or modified by First Nations groups
- · Are notable for their age or species
- · Served as inspiration for a well known work of art

In celebration of Canada's sesquicentennial, we invite Ontarians to join us in celebrating the social, cultural, and historic legacy of trees in our communities. Let's recognize 150 unique trees in 2017!

If you know a special, storied tree in your neighbourhood or community, share the story with us!

#### **HOW IT WORKS**

Help us tell the story of Ontario's trees:



1.877.646.1193



info@forestsontario.ca



www.heritagetree.ca

Forests Ontario will provide resources and guides for individuals, groups, or classrooms to identify and nominate potential Heritage Trees.

Once a tree is recognized as a Heritage Tree, we'll add it to an interactive database and provide a plaque for nominators to affix to their tree, marking its status as a Heritage Tree.



#### ÉCOLE SECONDAIRE STE ANNE CATHOLIC HIGH SCHOOL

1200 Oakwood Drive, S.S. #3 BELLE RIVER, ON NOR 1A0



Telephone: (519) 727-8908

Fax: (519) 727-9953

Attendance Line: (519) 727-4497

Ms. A. Lo Faso Principal Mr. A. Bertucci Vice-Principal Ms. A. Davis Vice-Principal Mrs. C. Facchinato Vice Principal

March 31, 2017

Dear Sir/Madam

On June 9, 2017, St. Anne Catholic High School is hosting the 14th Annual WECDSB Day of Champions. For the past 13 years, this event has been a tremendous success recognizing over 1500 participants over the years. On this day, students with exceptionalities, who are a part of the Life Skills' programs at the 8 secondary schools within the Windsor Essex Catholic District School Board participate in games and activities.

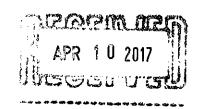
The success of this day has largely been due to the generosity of community sponsors. This year, we are once again seeking assistance from the community and are hoping that your company will be willing to make a financial donation, that will go towards the purchase of materials for activities, prizes, awards and food for the participants, staff and volunteers. We anticipate approximately 300 in attendance this year.

Donations can be mailed to or dropped off at St. Anne. If you prefer, please contact me, and a representative from my committee can also pick up any donations. On behalf of our Special Education Department, St. Anne Catholic High School and students throughout the Windsor Essex Catholic District School Board's Life Skills' programs, thank you in advance for considering this request.

We ask that commitments for donations be made by May 1, 2017. Please feel free to contact me with any questions or concerns.

Respectfully

Marianne DiPasquale Department Head - Special Education St. Anne Catholic High School 519-727-8908, ext. 2031 marianne dipasquale@wecdsb.on.ca



# SECONDARY DAY OF CHAMPIONS 2017

# Day of Champions

# How did it begin?

The Windsor Essex Catholic District School Board Secondary Day of Champions began in 2003 at Cardinal Carter. The Special Education staff at Cardinal Carter created a day where all students in Life Skills' programs within the

WECDSB could gather for healthy competition.



# Who is included in this day?

Students from the Life Skills' programs at eight high schools within the WECDSB, with various physical and developmental challenges are the competitors in team events. They are assisted by Educational Assistants, peer helpers and volunteers, as well as the Special Education teaching staff. This has become a great opportunity to celebrate the accomplishments of the students in our Life Skills' programs, and allow them to experience fun and competition within the school environment.

# How?

Through generous donations from community sponsors this day continues to thrive. Sponsorships assist in purchasing materials for activities, prizes and food.

# INTEREST

\*\*\*\*\*

SPECIAL POINTS OF

This year's Secondary Day of Champions will be held on June 9, 2017

> At St. Anne High School 1200 Oakwood Ave Belle River, Ontario

For more information call Mrs. Marianne DiPasquale At 519-727-8908 Ext 2031

\*\*\*





The Corporation of the City of Kawartha Lakes

P. O. Box 9000, 26 Francis St., LINDSAY, ON K9V 5R8

Tel. (705) 324-9411 Ext 1295, 1-888-822-2225

Fax: (705) 324-8110

#### **Judy Currins, City Clerk**

April 10, 2017

Lisa Thompson, MPP Room 425, Legislative Building Toronto, ON M7A 1A8

Dear Ms. Thompson:

Re: Municipal Resolution on Supporting Certified Crop Advisors
Correspondence from City of Belleville and MPP Lisa Thompson

Your August 26, 2016 correspondence regarding the above referenced matter was on the December 13, 2016 Regular Council Meeting agenda for consideration. The following resolution was adopted at that meeting:

#### CR2016-1241

**RESOLVED THAT** the Memorandum from Kelly Maloney, Agriculture Development Officer, regarding Municipal Resolution on Supporting Certified Crop Advisors, Correspondence from City of Belleville and MPP Lisa Thompson, be received:

**WHEREAS**, Ontario-grown corn, soybean and wheat crops generate \$9 billion in economic output and are responsible for over 40,000 jobs;

**WHEREAS**, Ontario farmers are stewards of the land and understand the importance of pollinators to our environment and ecosystems;

**WHEREAS**, the Ontario government is implementing changes to ON Reg. 63109 that would prevent any Certified Crop Advisor (CCA) from carrying out a pest assessment if they receive financial compensation from a manufacturer or retailer of a Class 12 pesticide;

WHEREAS, Ontario's 538 Certified Crop Advisors are capable of and willing to conduct pest assessments and the number of CCA's eligible to service the Ontario industry will be reduced to only 80- should the proposed changes to the definition of professional pest advisor be implemented in August 2017;

**WHEREAS**, the reduction in CCAs would force corn and soybean farmers to step aside from the relationships that they have built with experts that understand their unique crop requirements, soil types and field conditions, placing undue delays on planting crops;

**THAT** the Council of the City of Kawartha Lakes support the efforts of the Member of Provincial Parliament for Huron-Bruce to eliminate barriers to employment opportunities for CCA's and allow Ontario farmers the freedom to engage in business with the expert of their choice; and **THAT** a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.

**CARRIED** 

Please contact myself (705-324-9411, ext. 1295) if you have any questions with respect to this matter.

Yours very truly,

Judy Currins, CMO,

City Clerk

City of Kawartha Lakes

cc: All Ontario Municipalities, Members of Provincial Parliament

#### MUNICIPALITY OF PORT HOPE RESOLUTION

Date: 04 Apr 2017

23/2017

MOVED BY:

SECONDED BY:

WHEREAS all forms of incineration of waste, including Gasification, Plasma Arc, Pyrolysis, Energy-from Waste, Combustion and all other forms of burning of waste, produce very large quantities of deadly and/or health destroying substances that cause cancer, heart and circulatory disease, birth defects, mental disease and much more;

AND WHEREAS safe and environmentally friendly alternative means of wastedisposal management are available, including reduction, reuse, recycling, properly insulated landfill and other;

AND WHEREAS incineration is not banned in Bill 151;

AND WHEREAS incineration is explicitly condoned in the document "Strategy for a WASTE-FREE ONTARIO Building the CIRCULAR ECONOMY" released by the Government of Ontario in December 2016 (see page 10; emphasis added here: "Although energy from waste and alternative fuels are permitted as waste management options, these methods will not count towards diversion in Ontario");

AND WHEREAS with the latter statement, that energy-from-waste will nevertheless not count toward diversion, it is already acknowledged that incineration does not contribute to the circular economy; and in fact incineration is incompatible with a circular economy;

AND WHEREAS for the reasons given in paragraphs 1 and 2 above, incineration should not be performed in Ontario;

AND WHEREAS the Ontario Ministry of Energy announced on 27 September 2016 that it is suspending Energy-from-Waste projects (see <a href="https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_medium=email&utm\_campaign=p">https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_medium=email&utm\_campaign=p">https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_medium=email&utm\_campaign=p">https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_medium=email&utm\_campaign=p">https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_medium=email&utm\_campaign=p">https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_medium=email&utm\_campaign=p">https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_medium=email&utm\_campaign=p">https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_medium=email&utm\_campaign=p">https://news.ontario.ca/mei/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_source=ondemand&utm\_notario.acm.html?utm\_so

NOW THEREFORE BE IT RESOLVED THAT the Ontario Minister of the Environment and Climate Change be requested to revise existing legislation, to explicitly ban construction of incinerators, and phase out use of existing incinerators, in Ontario;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier of Ontario, the Minister of the Environment and Climate Change, the Minister of Energy, Lou Rinaldi, MPP for Northumberland-Quinte West, the Association of Municipalities of Ontario (AMO), the Chiefs of Ontario (COO) and all Ontario Municipalities.

Mayor R.J. Sanderson

Ministry of Citizenship and Immigration

Minister 6<sup>th</sup> Floor

400 University Avenue Toronto ON M7A 2R9 Tel.: (416) 325-6200

Fax: (416) 325-6195

Ministère des Affaires civiques et de l'Immigration

Ministre

6º étage

400, avenue University Toronto ON M7A 2R9 Tél.: (416) 325-6200

Téléc.: (416) 325-6195



**April 2017** 

Dear Friends,

It is my pleasure to send you this call for nominations for the inaugural **Champion of Diversity Award.** 

This award will recognize outstanding individuals, groups and employers who play a crucial role in promoting immigrant success, economic growth, cultural diversity and inclusion in Ontario. Nominations can be submitted in one of the three (3) award categories:

- Inclusion and Diversity
- Cross-Cultural Understanding
- Business Leadership in Immigrant Employment

#### To submit a nomination for this award:

- a) Visit ontario.ca/honoursandawards.
- b) Select the category based on award type.
- c) Click on the Champion of Diversity Award.
- d) Download the PDF form.
- e) Read the eligibility criteria and instructions carefully.
- f) Fill out the form, then submit it **no later than May 15, 2017**. Instructions for submitting your nomination package can be found on the website.

If you have any questions please call 416-314-7526, toll free 1-877-832-8622 or TTY 416-327-2391, or email <u>ontariohonoursandawards@ontario.ca</u>.

I hope you will take this opportunity to recognize the essential role that individuals, groups or employers play in championing the immigration experience in Ontario.

Thank you for your attention to this important recognition program.

Sincerely,

Laura Albanese

Minister



April 13, 2017

Mayor Aldo DiCarlo Town of Amherstburg 271 Sandwich Street South, Amherstburg, Ontario N9V 2A5

Dear Mayor DiCarlo and members of Amherstburg Town Council:

#### Re: Request to Raise Community Living Essex County Flag

Community Living Essex County is a non-profit, charitable organization which supports over 650 people, of all ages, who have an intellectual disability and their families throughout Essex County.

May is "Community Living Month" in Ontario and we are joining with more than 100 Community Living organizations to promote public awareness and the importance of including people who have an intellectual disability in all aspects of the community.

We hope the Town of Amherstburg will assist us by flying the Community Living Essex County flag at the Town Hall during one week in May, (May 15-19 or May 22-26). Further, we ask you to consider declaring May as "Community Living Month" in Amherstburg.

I look forward to hearing from you about these requests and thank you in advance for your time and consideration. Should you have any questions please contact Tony DeSantis, Manager, Community Relations and Resource Development at 519-776-6483, extension 246.

Sincerely,

Karen Bolger,

cc:

Director, Community Living Operations

Tony DeSantis, Manager, Community Relations and Resource Development



#### **Proclamation- Amherstburg**

WHEREAS: each year Community Living Ontario designates May as Community Living Month, a province wide celebration that is an opportunity to raise awareness in our local community as to how we can collectively support full participation, inclusion and citizenship of people with an intellectual disability.

AND WHEREAS: Community Living Essex County is committed to support people in achieving their goals and dreams to realize their value as full citizens in their community.

AND WHEREAS: Community Living Essex County envisions a society where everyone belongs, has equality, respect and acceptance. The gifts, uniqueness and innate value of each person is celebrated, supported and acknowledged as essential to the completeness of the whole community.

AND WHEREAS: We applaud and commend the many volunteers and staff of Community Living Essex County for their dedication and commitment and wish them continued success.

I THEREFORE, Aldo DiCarlo, Mayor of the Town of Amherstburg, do hereby proclaim the month of May 2017 as Community Living Month in the Town of Amherstburg.

#### Minister Responsible for Seniors Affairs

6<sup>th</sup> Floor 400 University Avenue Toronto ON M7A 2R9 Tel.: (416) 314-9710 Fax: (416) 325-4787

#### Ministre délégué aux Affaires des personnes âgées

6° étage 400, avenue University Toronto ON M7A 2R9 Tél.: (416) 314-9710 Téléc.: (416) 325-4787



April, 2017

Dear Mayor or Reeve,

June marks the 33<sup>rd</sup> anniversary of Seniors' Month in Ontario. To recognize the important role seniors play in our communities, we will be celebrating this year under the theme of "Living Your Best Life."

During our celebrations in June, we can highlight how our seniors have built our communities and continue to contribute their time and talents in many ways.

It's important we all recognize their achievements, and what better way than by proclaiming June as Seniors' Month in your community. I am asking you to make this proclamation and have attached a sample to make it easier for your municipality to participate. We will also be sending promotional materials for Seniors' Month soon.

I would also like to encourage you to work with your local MPP(s) to host Seniors' Month events in your community. We would be happy to help you promote your event online. Please send your event details to infoseniors@ontario.ca.

Two years ago we introduced our Twitter account to Ontario's seniors and we were impressed by the enthusiastic response to our online campaign. If you haven't already done so, please follow us <a href="mailto:@OntSeniors">@OntSeniors</a>.

For 2017, I encourage you to visit (and like) our new Facebook page: <u>facebook.com/SeniorsOntario</u>, where seniors across Ontario can share information important to them.

Each year, municipalities have the opportunity to pay tribute to one outstanding senior with the <u>Senior of the Year Award</u>. A certificate, provided by the Ontario government, is signed by Her Honour the Honourable Elizabeth Dowdeswell, Lieutenant Governor, myself as Minister of Seniors Affairs, and the local Head of Council.

I encourage you to submit a nomination before April 30, 2017 and during Seniors' Month, showcase how your seniors are making a difference in your community. Throughout the month of June, I hope to visit a number of municipalities to help celebrate the achievement of local seniors.

Finally, for more information on Seniors' Month and other supports for seniors, please visit the Ministry website at <a href="https://www.ontario.ca/seniors">www.ontario.ca/seniors</a>.

Thank you for your consideration, and for honouring how our seniors are living their best lives.

Sincerely,

Dipika Damerla

Minister of Seniors Affairs

Enclosed: sample proclamation

# **Seniors' Month Proclamation**

I Mayor

# Seniors' Month June 1 – 30, 2017

WHEREAS Seniors' Month is an annual province-wide celebration;

**WHEREAS** seniors have contributed and continue to contribute immensely to the life and vibrancy of this community;

WHEREAS seniors continue to serve as leaders, mentors, volunteers and important and active members of this community;

**WHEREAS** their contributions past and present warrant appreciation and recognition and their stories deserve to be told;

**WHEREAS** the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community;

**WHEREAS** the knowledge and experience seniors pass on to us continues to benefit all;

do hereby proclaim June

1, May 01	_, do nereby proclaim o	unc
1-30, 2017 <b>Seniors' Month</b> i	n	_ and
encourage all citizens to recognaccomplishments of our senion		
Dated in the Mayor's Office on 	this	day of
	Mayor	

From: Falun Dafa Toronto [mailto:faluntor@gmail.com]

Sent: April 9, 2017 9:01 PM

To: Aldo DiCarlo <a dicarlo@amherstburg.ca>

Subject: 25th Anniversary-Greeting letter/Proclamation Request for Falun Dafa Month Celebration

Dear Mayor Aldo DiCarlo

I am writing to respectfully request a greeting message from you as we pay tribute to the 25th anniversary of the introduction of Falun Dafa(alsocalled Falun Gong) to the public. I'd like to particularly thank you for the greetings you kindly sent to us in the previous years, which has been an important part in our annual global celebrations.

May 13 is the anniversary that will be celebrated in over 80 countries including Canada. As part of our yearly tradition, we will mark the occasion with festivities and celebrations throughout May to share the goodness and benefits of Falun Dafa with more people.

Worldwide recognition of Falun Dafa includes thousands of awards and proclamations for promoting harmony and health in society through its traditional Chinese self-improvement system. The practice helps people to improve their spiritual, mental, moral, and physical wellbeing through meditative exercises and the guiding principles of Truthfulness, Benevolence, and Forbearance.

Despite the eradication campaign against Falun Gong by the Chinese Communist party has been ongoing for nearly 18 years, Falun Dafa's popularity has actually spread to over 100 countries. Moreover, along with the jailing of high-profile communist perpetrators, such as BO Xilai, Zhou Yongkang, it is more and more sound to the world that the persecution is failing.

In Canada, we are privileged to fully enjoy the values of openness and diversity, and the freedoms of conscience and religion. The upright stance on Falun Dafa from our government officials at every level, including Mayors, premiers, the Prime Ministers, during the past 10 years, has been a much appreciated fount of encouragement to us, particularly to those people living in the darkness of the persecution in China.

It is in this spirit that we celebrate in May and express our gratitude to all people who have lent us support. We would appreciate to receive your greeting messages by May 10th, 2017.

We look forward to hearing from you Sincerely,

Pixing Zhang
On behalf of Falun Dafa Association Canada
Tel: 416 835 8337 faluntor@gmail.com

Address: 14 Ravenrock Crt, Toronto, ON M3A2Y9

2016 greetings, proclamations, and speeches for Falun Dafa Month (excerpts)

Through the promotion of the principles of truthfulness, compassion and forbearance, millions of people around the world have benefitted from the teachings of Falun Dafa.

These principles resonate strongly in Canada's peaceful, pluralistic society —Hon. Rona Ambrose, Leader of the Official Opposition, Greetings for Falun DafaMonth 2016

Falun Dafa's message of truth, compassion and tolerance is inspiring to people of all backgrounds. It resonates strongly in Alberta and indeed the rest of Canada where these principles are central to our democratic society —Hon. Rachel Notley, Premier of Alberta, Greeting for Falun DafaMonth 2016

I stand in solidarity with Falun Dafa practitioners and our Parliamentary caucus as we strive to defend and promote religious and cultural rights in everything that we do —Hon. Judy Sgro , co-chair of Parl friends for Falun Gong, speech for Falun Dafa Month 2016

I am sure that many attending various celebrations have been touched by teachings of Falun Dafa which promote health and harmony in society through traditional Chinese mind and body self-improvement techniques —Hon. Peter Kent, co-chair of Parl friends for Falun Gong, Falun Dafa Month 2016

Truthfulness and Compassion and Forbearance are wonderful principles for the whole world," "Any principles such as these are most welcome in Canada —Ms. Elizabeth May, the Green Party Leader, speech for Falun DafaMonth 2016

Since its introduction to the public 24 years ago, Falun Dafa practitioners and supporters have followed the principles of harmony, tolerance, truthfulness and compassion. Your bravery and courage have proven insurmountable —Mr. Peter Julian, MP for New Westminster, Falun DafaMonth 2016

As Saskatchewan continues to welcome newcomers from around the globe, our growing population is becoming more diverse and our society increasingly multicultural. I appreciate for the core Falun Dafa principles of Truthfulness-Benevolence-Forbearance,

and would like to send best wishes to all practitioners for Falun Dafa Month 2016 —Hon. Mark Docherty, Minister of Parks, Culture and Sport for Saskatchewan, Greeting for Falun DafaMonth 2016

#### We also received greetings from:

MP David Sweet, MP Nathaniel Erskine-Smith, MP Fin Donnelly, MP David Anderson, MP Tom Kmiec, MP Len Webber, Hon. Tony Clement, MP Colin Carrie, MP Brad Trost, Ontario MPP Randy Hillier, Ontario MPP Cheri DiNovo, Saskatchewan MLA Cathy Sproule, et. al

Some Mayor Proclamation/Greetings received in 2016:

Mayor Jim Watson, City of Ottawa, ON

Mayor Mike Savage, City of Halifax, NS

Mayor Bryan Paterson, Kingston, ON

Mayor Al McDonal, City of North Bay, ON

Mayor Colin Basran, City of Kelowna, BC

Mayor Lisa Helps, City of Victoria, BC

Mayor Richard Walton, North Vancouver, BC Mayor Mike Clay, City of Port Moody, BC Mayor Lehman, City of Barrie, Ontario Mayor Geoffrey Dawe, City of Aurora, ON Mayor Chris Pieper, City of Armstrong, BC Mayor Rob Burton, City of Oakville, ON Mayor G.A. Krantz, Town of Milton, ON Mayor Garry Litke, City of Penticton, BC Mayor Barry Morishita, City of Brooks, AB Mayor David Dunphy, City of Stratford, ON Mayor Greg B. Moore, City of Port Coquitlam, BC Mayor Adrian Foster, Town of Clarington, ON City of Cape Breton, NS Quinte West, ON

# Amherstburg Parks Advisory Committee November 15, 2016 at 5:00 p.m.

## **MINUTES**

**PRESENT** Councillor Diane Pouget

Dante Pagliaroli - Chair Paulette Drouillard

Rosa White

Annette Zahaluk – Administration Tammy Fowkes - Administration

ABSENT Councillor – Joan Courtney

Mical Palumbo

#### **CALL TO ORDER**

Dante Pagliaroli, Chair called the meeting to order at 5:00 p.m.

### **ACCEPTANCE OF AGENDA**

Moved by Paulette Drouillard Seconded by Diane Pouget

That there being no required changes the agenda be accepted as presented.

#### MINUTES OF PREVIOUS MEETING

Moved by Rosa White Seconded by Diane Pouget

That the minutes of the meeting of the APAC held on Oct 5, 2016 at 5:00 p.m. be adopted.

#### **ORDER OF BUSINESS**

#### 1. Presentation from Manager of Licensing and Enforcement

Smoke Free Ontario Act has expanded on limiting areas where public smoking is allowed in respect to Parks, Sports and Play areas.

Administration is looking for Council to pass a by-law prohibiting or regulating the smoking of tobacco in public places within the municipality.

Prohibitions included in the proposed By-law will be as follows:

No person shall:

Smoke within the boundaries of an outdoor public place;

Smoke within 9 m of a public entrance or public exit of a municipal building;

Smoke on a recreational trail or pathway:

Smoke within a special event area except where there is a designated smoking area.

Endorsing the proposed By-Law to prohibit smoking on property owned or leased by the Town of Amherstburg Action Item

Moved by Paulette Drouillard Seconded by Rosa White

Parks Advisory Committee endorses the authorization of Council to pass a bylaw prohibiting or regulating the smoking of tobacco in public places within the municipality

Chair put the Motion Motion Carried

#### 2. Update on Milkweed plantings

Jeff Currier of CH2Mhill provided an update as follows;

"The swamp milkweed has survived and although they did not produce seed this year, they did spread via root runners. We have also distributed some additional common milkweed seed this fall. We will continue to monitor next year to see if they germinate and produce seeds. "

#### 3. Bob-Lo Dock Update

Administration brought in the recent article that was published in the RTT October 19 paper.

Article reads as follows:

"CAO John Micelli said the federal government has stated it will perform a site condition assessment on the dock but the town has not heard back on how it will address the situation. Miceli pointed out the federal government doesn't have to answer to local municipalities but indicated the town will keep lobbying until the town receives an answer. Fisheries and Oceans Canada will need to complete a formal tendering process for the asset condition report. Until this process is finished, we cannot give an estimated date of completion for the report."

This item is on the 'unfinished business' portion of the council agenda.

#### 4. Committee for Duffy's/Bellevue Design

The Chair of APAC was wondering if there will be a Committee formed in respect to public input on the two new town properties.

Administration noted that there will most likely be public input meetings in the New Year, but nothing mentioned of an actual committee keeping in mind the acquisitions are still in the very early stages.

#### **NEW BUSINESS**

#### 1. Card Program Update

October addresses still need to be submitted to complete the 2016 card program. Not as many residents asked for their photo to be taken. Program will continue in 2017.

#### 2. Communities in Bloom Update

Amherstburg received the 5 Bronze Bloom Award in the 2016 National Level CIB Competition recently, coming in second to Niagara on the Lake. Judges said 'it was a very close race, and Amherstburg should be proud of all their accomplishments'.

Administration was extremely pleased to place that high up against a proven 'giant' that has for years been one of the top in attracting thousands of visitors to enjoy their Town and its offerings. Great company to be in!

APAC also made a recommendation that Horticulture Society needs to be publicly thanked and appreciated for all they do in this Town with their beautification efforts.

All agreed and Councillor Pouget offered to address this item at the next Council Meeting.

#### 3. Signs for Public Washrooms

Rosa asked administration to look into the possibility of getting some signage out to direct visitors to where Public Washrooms can be found in Town; common practice in most Tourist destinations.

Signs should match the design of the black signs already in use.

#### 4. Cleanliness of the Downtown Core area

Rosa would like to see a more regular program on keeping the whole town but in particular the sidewalks and curbs clean of debris in the Downtown core.

This should be a daily priority, but especially prior to and after any events where residents and visitors are actively walking and enjoying the Town.

#### 5. Adding another APAC member

Committee inquired as to the possibility of adding on another member in 2017 to help maintain the attendance for quorum. Administration will look into this.

#### **NEXT MEETING DATE**

Committee set up the next meeting dates for 2017 as follows; April 5, June 7, August 2, October 4.

Meetings will be held at 5pm at Town Hall.

#### **ADJOURNMENT**

Moved by Paulette Drouillard Seconded by Rosa white

That the meeting adjourns at 6:15 p.m.

# Amherstburg Parks Advisory Committee April 5, 2017 at 5:00 p.m.

## **MINUTES**

**PRESENT** Councillor Diane Pouget

Dante Pagliaroli - Chair Paulette Drouillard Mical Palumbo

Annette Zahaluk - Administration

ABSENT Rosa White

#### **CALL TO ORDER**

Dante Pagliaroli, Chair called the meeting to order at 5:00 p.m.

#### **ACCEPTANCE OF AGENDA**

Moved by Paulette Drouillard Seconded by Diane Pouget

That there being no required changes the agenda be accepted as presented.

#### MINUTES OF PREVIOUS MEETING

Moved by Diane Pouget Seconded by Mical Palumbo

That the minutes of the meeting of the APAC held on Nov 15, 2016 at 5:00 p.m. be adopted as printed and circulated.

#### **ORDER OF BUSINESS**

1. Chair and Co-Chair appointments

Dante Pagliaroli will remain as Chair and Rosa White will remain as Co-Chair.

#### 2. Set Committee Goals for 2017

- Keep the issue of the run down condition of the Bob-lo dock and the Lighthouse on the radar; found on the Council minutes as Unfinished business as well.
- Review all Town parks annually; notes on upkeep and repurposing open areas

#### 3. Items for Committees annual report to Council

Chair and Administration will sit down and review previous presentation on 2016 items, send out to members via email for comments, and set a date to present to Council.

#### 4. Committee Budget

Clerk's office has budgeted \$1500.00 towards the Parks Advisory Committee.

A few ideas discussed to put this towards: a possible day trip to get ideas from other Municipalities; a Magazine Subscription geared toward new and upcoming Gardening trends; guest speaker in the Horticulture field that could help foster new projects.

#### 5. Committee training session – update

Clerk's office recently had a training session outlining Parliamentary Procedures both for Chairing fair, effective and efficient meetings as well as training for Staff Liaison. The Chair was unable to attend this training, but Co-Chair and Administration both attended the training; chair will be in a later session.

#### 6. Milkweed program for butterflies

Committee would like to see different parkland in Town planted with materials to encourage the declining monarch butterfly population.

At a recent conference, administration picked up literature on creating a Monarch Butterfly Way station.

Monarch Waystations are places that provide resources necessary for monarchs to produce successive generations and sustain their migration.

The link <u>www.monarchwatch.org</u> was provided to Committee to look thru and perhaps some ideas can be built into the Parks Master Plan and can be developed in existing parks.

The Monarch Waystation Network is a Monarch Watch project developed to connect and support schools that have pollinator gardens and/or incorporate monarchs into their curriculum. They aim to facilitate the use of gardens as a learning center- a center for discover, self-instruction, and sharing of knowledge by the students.

#### 7. Card Program for 2017

Committee would like to see the Card program continued. Residents enjoy the recognition and encourage homeowners to keep up their homes to a high standard.

Over the past few years, houses are chosen that have gone the extra mile keeping up their yards. A card is dropped in their mailbox, residents phone in and give permission for the Chair to come out and take pictures of their gardens which are then put on the Town website.

This year's cards will be handed out as follows: May/Mical, June/Dante, July/Diane, Aug/Paulette, Sept/Rosa and Oct/Annette

Members are asked to only give out cards if they have found an extra special location for that month; listing of the previous addresses recognized will be forwarded to Committee to help prevent duplication.

Administration will put an ad in the RTT before spring planting to encourage people jump on the red/white theme the Town is doing for Canada 150.

#### **UNFINISHED BUSINESS**

Chair asked if an update could be provided on some items since the committee hasn't met in a while.

- Boblo dock no further updates since the November meeting; it was noted that this item is still on the Council unfinished business section as well
- Update on Duffy's property Town officially owns it as of Feb 14. Committee
  is encouraged to follow Council Minutes posted to the website for upcoming
  details. Environmental assessment is still underway before demolition Tender
  goes out
- Update on Bellevue Property campaign is underway to raise money to refurbish the building and its surroundings. Follow the updates on www.bellevueconservancy.com to see any upcoming fundraising events
- Communities in Bloom activities Town is signed up for the 2017 National Competition. Judges are tentatively booked to be in Town July 16-18.
- The Parks Advisory Committee will have one Councilor rep going forward. Request was put forward to advertise to get another resident involved as the committee has a difficult time as it is to meet quorum. Administration will look into this with Clerks office.

### **NEXT MEETING DATE**

Next meeting is set for Wednesday June 7 at 5 p.m.; location of the meeting to be announced on Agenda and posted to the Towns website.

### **ADJOURNMENT**

Moved by Paulette Drouillard Seconded by Mical Palumbo

That the meeting adjourns at 6 p.m.

#### **CAO Office - Open Council Motions**

UFB Item	Assigned to	Assigned date	Due Date	Councillors	MOTION	Dept Comments/Status
20160222-81	John Miceli	22-Feb-16		Pouget/Fryer	That Council direct Administration to prepare and present a by-law to designate, under the Ontario Heritage Act, the entire remaining public municipal lands of the King's Navy Yard Park, as described in a report of the Chief Administrative presented at a Regular Council meeting on September 14, 2015, and as recommended by the Heritage Committee on September 17, 2015, and acknowledged by Council on November 23, 2015; and further,  That the by-law include the following roll numbers:	

#### Engineering and Public Works - Open Council Motions

UFB Item	Assigned to	Assigned date	Due Date	Councillors	MOTION	Dept Comments/Status
EPW 12	Antoniettta Giofu	16-Nov-15		Deputy Mayor DiPasquale/Pouget	Direct Administration to investigate a grant policy to address special benefits such as ashphalt and concrete driveways retroactive to January 1, 2015	Administration compiling information for report
20160509-211	Antoniettta Giofu	09-May-16		Pouget/Meloche	That Administration BE DIRECTED to bring back a report outlining the intended use of "multi-use" sidewalks and further to provide Council with clarification regarding bike regulations on sidewalks.	Administration compiling information for report

#### Finance Department - Open Council Motions

UFB Item	Assigned to	Assigned date	Due date	Councillors	MOTION	Dept Comments/Status
20160627-295	Justin Rousseau	27-Jun-16		Fryer/Pouget	That Administration BE DIRECTED to bring a report regarding internet speeds provided throughout the Town	Administration compiling information
					/X	

#### Parks, Facilities, Recreation and Culture - Open Council Motions

UFB Item	Assigned to	Assigned date	Due date	Councillors	MOTION	Dept Comments/Status
20160425-156	Rick Daly & Annette Zahaluk	25-Apr-16		Fryer/Pouget	That Administration BE DIRECTED to bring back a report outlining options regarding brick donations.	Administration compiling information for report
20160425-178	Rebecca Belanger & Annette Zahaluk	25-Apr-16		Fryer/Pouget	That Administration BE DIRECTED to provide clarification and information to residents regarding the number of trees ERCA is going to provide to residential homeowners for the 50 Million Trees program, and further to look into the possibility of adding present day green spaces.	Administration compiling information for report - Awaiting completion of the Parks Master Plan
20160509-212	Anne Rota	09-May-16		Pouget/Fryer	That the Town fund and erect a plaque in the honour of the late Senator Eugene Whelan and his wife, Mrs. Elizabeth Whelan for their role in entertaining the former Soviet Ambassador Aleksander Yakovlev and Mikhail Gorbachev while visiting our historic Town, marking the location of the "Walk that Changed the World" for consideration and voting at the May 9th, 2016, Regular Council Meeting.	Administration compiling information for report - Update report went to Council September 12, 2016.
				-		

#### Planning, Development and Legislative Services - Open Council Motions

UFB Item	Assigned to	Assigned date	Due date	Councillors	MOTION	Dept Comments/Status
ECDEV 2	Tony DeThomasis	10-Dec-14			That Council direct Administration to bring a report on the discrepancy between Marsh Drive and Marsh Court, and the process to change the street name.	Policy under development.
20160321-127	Mark Galvin	21-Mar-16		Fryer/Lavigne	That Administration BE DIRECTED to expedite the process of bringing the Sign By-law to Council to be updated and in the interim for the present by-law to be enforced and further that Council gives the Park's Advisory Committee the opportunity to review and offer advice on this new by-law.	Report in progress.
20160425-178	Rebecca Belanger & Annette Zahaluk	25-Apr-16		Fryer/Pouget	That Administration BE DIRECTED to provide clarification and information to residents regarding the number of trees ERCA is going to provide to residential homeowners for the 50 Million Trees program, and further to look into the possibly of adding present day green spaces.	In progress - Awaiting completion of the Parks Master Plan

#### Unfinished Business Lists - eScribe as at April 24, 2017

Meeting Type	Meeting Site	Department	Agenda Item	Assigned To	Due Date	Category	Status	Comments	Priority	Description
Regular Council Meeting	Regular Council Meeting_Sep12_2016		DELEGATIONS	Dawn Morencie, Justin Rousseau, Rick Daly		Report Back	Incomplete	Resolution # 20160912-346	High	Direct Administration to bring back a report outlining reduced rental rates for the indoor turf at the Libro Centre and how the reduced rates will effect the overall 2017 budget.
Special Council Meeting	Special Council Meeting_Sep19_2016	Planning, Development & Legislative Services	Removal of Holding Zone for 7809 Howard Ave	Rebecca Belanger, Dawn Morencie, Mark Galvin		None	Incomplete	Resolution # 20160919-372The Emergency Response Plan was requested from the Jones GRoup and has not yet been received.	High	Provide the Emergency Plan and ECA to the residents surrounding 7809 Howard Ave.
Regular Council Meeting	Regular Council Meeting_Oct11_2016	Final	Temperature Control in Community Room at the Libro Centre - Fern Elliott, Golden Age Club	John Miceli, Dawn Morencie		Report Back	Incomplete	Resolution # 20161011-396 2. Administration met with the FMGAC on Wed March 29th.	High	That:  1. The delegation BE RECEIVED, 2. The Chief Administrative Officer BE DIRECTED to negotiat with the Golden Age Club to extend their lease agreement for another 5 years; 3. Administration BE DIRECTED to bring a report back to Council as to why the dressing rooms are hot and the Community Room is cold at the Libro Centre; and, 4. A heating device BE ADDED to the Community Room that it controlled by the user with an upset limitof \$25,000.
Regular Council Meeting	Regular Council Meeting_Nov14_2016	CAG	Accessibility Renovation to Municipal Buildings/Infrastructure	Dawn Morencie, Paula Parker	11/17/2016	Report Back	Incomplete	Stems from a discussion with the AAAC. John & Rebecca were present for the meeting for the community strat plan.  Resolution from AAAC: That Administration develop a policy (that the committee reviews and edits) to ensure the Town is promoting accessibility in the strategic plan and ask that 550,000 a year, starting in the 2017 annual capital budget, be set aside for promoting accessibility in public buildings.	Normal	follow up policy development as per resolution.
Special Council Meeting	Special Council Meeting_Nov29_2016		2017 BUDGET DELIBERATIONS	Dawn Morencie		None	Incomplete		Normal	Libro Centre Budget That:  1. The report from the Chief Administrative Officer dated October 21, 2016, regarding the additional Municipal position of Director of Parks, Facilities, Recreation and Culture BE RECEUPO, and,  2. The position BE REFERRED back to the CAO for restructuring of the department and a report brought back to Council. Note: this meeting date says Nov.29th which was the original budget date but this budget discussion actually took place on Jan. 10, 2017.
Regular Council Meeting	Regular Council Meeting_Jan23_2017	Final	Support Postal Banking - Richmond Hill Resolution	Tammy Fowkes, Dawn Morencie		Correspondence	Incomplete		Normal	Resolution # 20170123-554  Item 12.3 - That Administration BE DIRECTED to send a letter in support of Richmond Hills resolution regarding postal banking.
Regular Council Meeting	Regular Council Meeting_Feb13_2017	Final	Essex County Library Board Refund of Surplus Funds - Essex County Council Resolution	Justin Rousseau, Dawn Morencie		Correspondence	Incomplete		Normal	Resolution # 20170213-585 That Administration BE DIRECTED to send a letter to Essex County Council requesting its share of the funds be sent back to Amherstburg.
Regular Council Meeting	Regular Council Meeting_Feb27_2017	Final	Carbon Tax Credits for Municipalities	Justin Rousseau, Dawn Morencie		None	Incomplete		Normal	Resolution # 20170227-605 That Administration BE DIRECTED to bring a report back to Council regarding the impact of Carbon Tax Credits on Town of Amherstburg.

#### Unfinished Business Lists - eScribe as at April 24, 2017

Meeting Type	Meeting Site	Department	Agenda Item	Assigned To	Due Date	Category	Status	Comments	Priority	Description
Regular Council Meeting	Regular Council Meeting_Feb27_2017	сло	Employee Code of Conduct / Committee Structure	Paula Parker	4/13/2017	Report Back	Incomplete		Normal	No formal resolution made Paula to bring back a by law appointing IPAC committee members if necessary (similar to Emergency Management Committee). And update policies - option 2 of the report
Regular Council Meeting	Regular Council Meeting_Mar20_2017	Final	Request to Offset Development Charges for 182 Pickering Drive - Steve Newman, South Pointe Apartments	Dawn Morencie, Paula Parker		Report Back	Incomplete		Normal	Administration to bring back report and new development agreement for council consideration.
Regular Council Meeting	Regular Council Meeting_Mar20_2017	Final	Preservation of Nature Habitat - Greg Nemeth	Dawn Morencie, Paula Parker		Report Back	Incomplete	CAO walk is scheduled for Thursday May 4, 2017	Normal	John to take a walk with Greg Nemeth and come up with a way to expropriate the property for a municipal nature park
Regular Council Meeting	Regular Council Meeting_Mar20_2017	CAO	intments Parks Advisory Committee and Recreation and Co	u Paula Parker		Report Back	Incomplete		Normal	Bring report for rec appointment back to next meeting
Regular Council Meeting	Regular Council Meeting_Apr10_2017	Final	Request for Use of Space at the Libro Centre - Tino Riccio and Joseph Capaldi, The Verdi Club	Dawn Morencie		Report Back	Incomplete		Normal	That the delegation BE RECEIVED and Administration BE DIRECTED to prepare a report on the feasibility of the Verdi Club's request to use space at the Libro Centre.  Note: John stated he would try for April 24 but if not then May 8. I will update with a resolution # once I assign one.
Regular Council Meeting	Regular Council Meeting Apr10_2017	Final	Essex Windsor EMS Presentation to Council - Bruce Krauter, Chief, Essex Windsor EMS	Dawn Morencie, Tammy Fowkes		Correspondence	Incomplete		Normal	That Council direct Administration to request a report from Essex County to see if there is a way to alleviate the differences municipalities pay for EMS services. That Council direct Administration to send a letter to Essex County Council to review the current EMS services and provide the funding necessary to improve the areas that are in need and that the letter be sent to all municipalities and local members of Parliament.
Regular Council Meeting	Regular Council Meeting_Apr10_2017	Final	Windsor Police Service 150th Anniversary - Series of Events & Sponsorship Opportunities	Dawn Morencie, Tammy Fowkes		None	Incomplete		Normal	That a business card advertisement in the amount of \$200 BE PLACED in the Commemorative Magazine for the 150th Anniversary of the Windsor Police Service.
Regular Council Meeting	Regular Council Meeting _Apr10_2017	Final	Conference Book Advertisement & Sponsorship - OMFPOA Chapter & Essex County Chatham-Kent Region, Fire Prevention Divisions	Dawn Morencie, Tammy Fowkes		None	Incomplete		Normal	That a business card advertisement in the amount of \$325 BE PLACED in the Conference Book for the OMFPOA Chapter 8 Essex County Chatham-Kent Region, Fire Departments, Fire Prevention Divisions.

#### THE CORPORATION OF THE TOWN OF AMHERSTBURG

**BY-LAW NO. 2017 - 38** 

# By-law to Confirm the Proceedings of the Council of the Corporation of the Town of Amherstburg

**WHEREAS** pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the powers of a municipality shall be exercised by its Council;

**WHEREAS** pursuant to Section 5(3) of the Municipal Act, 2001, S.0. 2001, c.25 as amended, a municipal power, including a municipality's capacity rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25 as amended, shall be exercised by By-law unless the municipality is specifically authorized to do otherwise;

**WHEREAS** it is deemed expedient that a By-law be passed to authorize the execution of agreements and other documents and that the Proceedings of the Council of the Corporation of the Town of Amherstburg at its meeting be confirmed and adopted by By-law; and,

**NOW THEREFORE** the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

- 1. THAT the action(s) of the Council of the Corporation of the Town of Amherstburg in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all actions passed and taken by the Council of the Corporation of the Town of Amherstburg, documents and transactions entered into during the April 24<sup>th</sup>, 2017, meeting of Council, are hereby adopted and confirmed, as if the same were expressly contained in this By-law;
- 2. THAT the Mayor and proper officials of the Corporation of the Town of Amherstburg are hereby authorized and directed to do all things necessary to give effect to the action(s) of the Council of the Corporation of the Town of Amherstburg during the said meetings referred to in paragraph 1 of this By-law;
- 3. THAT the Mayor and Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of the Corporation of the Town of Amherstburg to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 24<sup>th</sup> day of April, 2017.

MAYOR – Aldo DiCarlo	
CLERK – Paula Parker	