



**TOWN OF AMHERSTBURG  
COUNCIL MEETING  
AGENDA**

**Monday, March 11, 2019**

**6:00 PM**

**Council Chambers**

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

For information pertaining to this agenda or to arrange for any additional accessibility needs please contact Tammy Fowkes, Deputy Clerk at [tfowkes@amherstburg.ca](mailto:tfowkes@amherstburg.ca)

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**Pages**

- 1. CALL TO ORDER**
  
- 2. NATIONAL ANTHEM**
  
- 3. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF**

#### **4. MINUTES OF PREVIOUS MEETING**

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 In-Camera Council Meeting Minutes - February 11, 2019**

**4.2 Special Council Meeting Minutes - Planning - February 11, 2019**

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**4.3 Regular Council Meeting Minutes - February 11, 2019**

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#### **5. RECOGNITIONS**

**5.1 Festival and Events Ontario Awards - Anne Rota, Manager of Tourism and Culture, and Annette Zahaluk, Manager of Parks, Greenspaces and Naturalized Areas**

That the awards presented to the Town of Amherstburg **BE RECEIVED**.

#### **6. DELEGATIONS**

**6.1 Request to Waive Fire Permit Fee - Cathy Robertson and Kathi Poupard, Girl Guides of Canada**

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That the delegation **BE RECEIVED**.

#### **7. REPORTS – POLICE SERVICES**

There are no reports.

#### **8. REPORTS – CORPORATE SERVICES**

There are no reports.

9. **REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE**

There are no reports.

10. **REPORTS – ENGINEERING AND PUBLIC WORKS**

There are no reports.

11. **REPORTS – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES**

11.1 **Amherstburg Farmer's Market - User and Permit Fees 2019**

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It is recommended that:

1. The report from the Manager of Licensing and Enforcement and the Manager of Tourism and Culture dated February 22, 2019 regarding the Amherstburg Farmer's Market-User and Permit Fees 2019 **BE RECEIVED**;
2. 2019 User Fees not to exceed \$5,000 **BE WAIVED** for the Amherstburg Farmer's Market; and,
3. An exemption **BE GRANTED** to Section 6 (e) of the Parks By-law #2002-72 to allow for the Farmers' Market to have commercial sales in Toddy Jones Park.

**11.2 Draft Plan of Subdivision County File 37-T-18005, 1078217 Ontario Limited, Kingsbridge Subdivision, Part of Lots 13 and 14 Concession 1 (Anderdon)**

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It is recommended that:

1. The report from the Director of Planning, Development & Legislative Services dated March 1, 2019 regarding Draft Plan of Subdivision County File 37-T-18005, 1078217 Ontario Limited, Kingsbridge Subdivision, Part of Lots 13 and 14, Concession 1 (Anderdon) **BE RECEIVED**; and,
2. **By-law 2019-011** being a by-law to authorize the signing of a subdivision agreement, satisfactory in form to the Director of Planning, Development and Legislative Services, in financial content to the Director of Corporate Services, and in technical content to the Chief Administrative Officer, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign the same.

**11.3 Removal of Part Lot Control – Meadowview Phase II**

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It is recommended that:

1. The report from the Director of Planning, Development & Legislative Services dated February 1, 2019 regarding the Removal of Part Lot Control – Meadowview Phase II (Registered Plan 27686), **BE RECEIVED**;
2. The application for Removal of Part Lot Control for Part of Lot 23 Concession 2, being Part 4, Plan 12R-18886, being Parts 1 through 82 inclusive, on Plan 12R-27686, known locally as Meadowview Subdivision, **BE APPROVED**; and,
3. **By-law 2019-020** being a by-law to remove certain lands from Part Lot Control 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:

1. The report from the Director of Planning, Development and Legislative Services, dated March 1, 2019 regarding the Request for Proposals for Legal Services **BE RECEIVED**; and;
2. The Mayor and Clerk **BE AUTHORIZED** to enter into a retainer agreement between the Town and the following firms for a period of three (3) years with the potential for an extension for up to one (1) year:
  - a. Mousseau DeLuca McPherson Prince LLP
  - b. McTague Law Firm LLP
  - c. Shibley Righton LLP

12. REPORTS - CAO's OFFICE

12.1 Lay Member Term Adjustment – Essex Power Board of Directors

It is recommended that:

1. The report from the Deputy Clerk dated February 22, 2019, regarding Lay Member Term Adjustment – Essex Power Board of Directors **BE RECEIVED**; and,
2. The term **BE EXTENDED** to December 31, 2020, for current Amherstburg lay member Bill Wark as requested by the Essex Power Board of Directors.

13. INFORMATION REPORTS

There are no reports.

**14. CONSENT CORRESPONDENCE**

That the following consent correspondence **BE RECEIVED**:

14.1	2019 Annual Show Book - Essex County Steam & Gas Engine Museum Inc.	96
14.2	Council Members' Declaration of Office - Town of Kingsville Support Resolution	98
14.3	Support for Recreation and Culture Funding - Town of Saugeen Shores Resolution	103

**15. CORRESPONDENCE**

15.1	Purple Day for Epilepsy Awareness - March 26, 2019	108
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It is recommended that:

1. The proclamation regarding Purple Day for Epilepsy Awareness **BE RECEIVED**; and,
2. March 26, 2019 **BE PROCLAIMED** as Purple Day in the Town of Amherstburg.

**16. CONSENT OTHER MINUTES**

That the following minutes **BE RECEIVED**:

16.1	Committee of Adjustment Meeting Minutes - December 11, 2018	109
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## 17. OTHER MINUTES

### 17.1 Drainage Board Meeting Minutes - March 5, 2019

112

It is recommended that:

1. The Drainage Board Meeting Minutes of March 5, 2019 **BE RECEIVED**;
2. The drainage apportionments for land parcel severances Consent B/23/18, Consent B/28/18 **BE APPROVED**, as recommended by the Drainage Board;
3. The request from Alan Beetham for the replacement of an existing access culvert over the Charles Shepley Drain per Section 78 of the Drainage Act **BE ACCEPTED**, as recommended by the Drainage Board;
4. The appointment of the firm of R. Dobbin Engineering Inc. to complete a report for the repair and improvement to the Charles Shepley Drain **BE APPROVED**, as recommended by the Drainage Board; and,
5. The appointment of the firm of R. Dobbin Engineering Inc. to complete a report to vary the original assessments for maintenance pursuant to Section 76 of the Drainage Act for the Charles Shepley Drain **BE APPROVED**, as recommended by the Drainage Board.

## 18. UNFINISHED BUSINESS

### 18.1 Unfinished Business List as at March 11, 2019

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## 19. NEW BUSINESS

## 20. REPORT OUT FROM IN CAMERA SESSION

There is nothing to report out.

21. NOTICE OF MOTION

There are no Notices of Motion.

22. BY-LAWS

22.1 **By-law 2019-003 - New Farm Access Bridge Over the 5th Concession Road Drain South - 3rd & Final Reading** 140

It is recommended that:

**By-law 2019-003** being a by-law to provide for the New Farm Access Bridge over the 5th Concession Road Drain South be taken as having been read a 3rd & FINAL time and the Mayor and Clerk **BE AUTHORIZED** to sign same.

22.2 **By-law 2019-004 - Farm Bridge Replacement Over the Whelan Drain - 3rd & Final Reading** 142

It is recommended that:

**By-law 2019-004** being a by-law to provide for the Farm Bridge Replacement over the Whelan Drain be taken as having been read a 3rd and FINAL time and the Mayor and Clerk **BE AUTHORIZED** to sign same.

22.3 **By-law 2019-032 - To Appoint a Secretary-Treasurer for the Committee of Adjustment** 144

It is recommended that:

**By-law 2019-032** being a by-law To Appoint a Secretary-Treasurer to the Committee of Adjustment be read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

22.4 **By-law 2019-033 - Confirmatory By-law** 145

It is recommended that:

**By-law 2019-033** being a by-law to confirm all resolutions of the Municipal Council Meeting held on March 11, 2019, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

**23. ADJOURNMENT**

That Council rise and adjourn at     p.m.



**TOWN OF AMHERSTBURG  
SPECIAL COUNCIL MEETING - PLANNING**

**Monday, February 11, 2019  
5:00 PM**

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

**MINUTES**

**PRESENT**

Mayor Aldo DiCarlo  
Deputy Mayor Leo Meloche  
Councillor Peter Courtney  
Councillor Donald McArthur  
Councillor Michael Prue  
Councillor Marc Renaud  
Councillor Patricia Simone

Giovanni (John) Miceli, CAO  
Paula Parker, Municipal Clerk  
Tammy Fowkes, Deputy Clerk

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**CALL TO ORDER**

The Mayor called the meeting to order at 5:03 p.m.

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

There were no disclosures of pecuniary interest noted.

## **SPECIAL PLANNING REPORTS**

The Manager of Planning Services provided an overview of the Proposed Draft Plan of Subdivision for Kingsbridge and answered Council questions.

The Mayor invited the public to comment. The following was heard:

- Emmanuel Azzopardi, Flynn Development. Mr. Azzopardi advised Council that Flynn Development is opposed to the application.

### **3.1 Proposed Draft Plan of Subdivision for Kingsbridge Subdivision, File No. 37-T-18005**

Resolution # 20190211-067

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Renaud

**That:**

- 1. The report from the Manager of Planning Services dated January 22, 2019 regarding a Proposed Draft Plan of Subdivision for Kingsbridge Subdivision File No. 37-T-18005 BE RECEIVED;**
- 2. The Draft Plan of Subdivision, File No. 37-T-18005, from 1078217 Ontario Limited, as shown on the attached Schedule A, BE CONSIDERED during this Statutory Public Meeting; and,**
- 3. Administration BE DIRECTED to summarize any comments received at this public meeting and bring a report back at the next available Council Meeting.**

The Mayor put the Motion.

**Motion Carried**

**ADJOURNMENT**

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor McArthur

**That Council rise and adjourn at 5:20 p.m.**

The Mayor put the Motion.

**Motion Carried**

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MAYOR – ALDO DICARLO

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MUNICIPAL CLERK – PAULA PARKER





**TOWN OF AMHERSTBURG  
REGULAR COUNCIL MEETING**

**Monday, February 11, 2019  
6:00 PM**

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

**MINUTES**

**PRESENT**

Mayor Aldo DiCarlo  
Deputy Mayor Leo Meloche  
Councillor Peter Courtney  
Councillor Donald McArthur  
Councillor Michael Prue  
Councillor Marc Renaud  
Councillor Patricia Simone

Giovanni (John) Miceli, CAO  
Paula Parker, Municipal Clerk  
Tammy Fowkes, Deputy Clerk

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**CALL TO ORDER**

The Mayor called the meeting to order at 4:33 p.m.

**SPECIAL IN-CAMERA COUNCIL MEETING**

Resolution # 20190211-066

**Moved By** Councillor Prue  
**Seconded By** Councillor Renaud

**That Council move into an In-Camera Meeting of Council at 4:33 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reason:**

**Item A - 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 Agenda Items)*

There were no disclosures of pecuniary interest noted.

**ADJOURNMENT OF IN-CAMERA COUNCIL MEETING @ 4:45 P.M.**

**RESUMPTION OF REGULAR COUNCIL MEETING**

**Moved By** Councillor McArthur  
**Seconded By** Councillor Renaud

**That Council resume Regular session at 6:04 p.m.**

The Mayor put the Motion.

**Motion Carried**

**NATIONAL ANTHEM**

**DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF**  
*(Public Council Meeting Agenda Items)*

There were no disclosures of pecuniary interest noted.

**REPORT OUT FROM IN-CAMERA COUNCIL MEETINGS**

Council met on January 28, 2019, for a Special In-Camera Meeting at 5:08 pm and discussed (1) item as provided for under Section 239 of the Municipal Act:

**Item A** – heard under Section 239(2)(b). There is nothing further to report on this matter.

Council met on February 11, 2019, for a Special In-Camera Meeting at 4:33 pm and discussed (1) item as provided for under Section 239 of the Municipal Act:

**Item A** – heard under Section 239(2)(f). There is nothing further to report on this matter.

**MINUTES OF PREVIOUS MEETING**

Resolution # 20190211-068

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor McArthur

**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:**

- 9.1 Special In-Camera Council Meeting Minutes - January 14, 2019**
- 9.2 Regular Council Meeting Minutes - January 14, 2019**
- 9.3 Special Council Meeting Minutes - January 21, 2019**

The Mayor put the Motion.

**Motion Carried**

## DELEGATIONS

### 10.1 Request to Install Ten (10) Road Signs - Chaouki Hamka, MADD Windsor & Essex County

Resolution # 20190211-069

**Moved By** Councillor Simone  
**Seconded By** Deputy Mayor Meloche

**That:**

1. The delegation **BE RECEIVED**;
2. That Council **GRANT** an **EXEMPTION** to Section 4.1 (i) of Sign By-law 2006-26 to allow for 10 signs advertising Mothers Against Drunk Driving (MADD) on the Town's road allowances pending County of Essex approval; and,
3. Council **DIRECT** Administration to enter into an Encroachment Agreement with MADD for the 10 signs.

The Mayor put the Motion.

**Motion Carried**

### 10.2 Request for Cat Control By-law - Doug Patterson

Resolution # 20190211-070

**Moved By** Councillor Prue  
**Seconded By** Councillor Courtney

**That the delegation BE RECEIVED.**

The Mayor put the Motion.

**Motion Carried**

**Moved By** Councillor Simone  
**Seconded By** Deputy Mayor Meloche

**That the Rules of Order BE WAIVED** to allow the public to speak with respect to cat control.

The Mayor put the Motion.

**Motion Carried**

The following were heard:

- Lynn Sinasac
- Carla Leardi
- Jennie Lajoie

*Agenda item # 15.2 was brought forward*

**REPORTS – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES**

**15.2 2019 Cat Control Program and Service Agreement with Humane Society of Windsor-Essex for Cat Intake**

Resolution # 20190211-071

**Moved By** Councillor Prue

**Seconded By** Councillor Courtney

**That:**

- 1. The report from the Manager of Licensing and Enforcement dated January 24, 2019, regarding Cat Control BE RECEIVED;**
- 2. Administration BE AUTHORIZED to enter into an agreement with the Windsor Essex County Humane Society for Cat Intake Services; and,**
- 3. Administration BE DIRECTED to draft a By-law for Council's consideration to address the feeding of wildlife and feral cats.**

The Mayor put the Motion.

**Motion Carried**

**REPORTS – POLICE SERVICES**

There were no reports.

## REPORTS – CORPORATE SERVICES

### 12.1 2019 Fees By-law

Resolution # 20190211-072

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Renaud

**That:**

1. **The report from the Director of Corporate Services and the Treasurer dated January 30, 2019 regarding 2019 Fees By-law BE RECEIVED;**
2. **The changes in fees and charges recommended outlined in the January 30, 2019 report from the Director of Corporate Services and the Treasurer BE APPROVED;**
3. **By-laws 2017-96, 2018-13, 2018-41 and By-law 2018-72 BE REPEALED; and,**
4. **By-law 2019-010 being a By-law to Establish User Fees or Charges for Services, Activities or the Use of Property be taken as having been read 3 times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.**

The Mayor put the Motion.

**Motion Carried**

## REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

There were no reports.

## REPORTS – ENGINEERING AND PUBLIC WORKS

### 14.1 Drinking Water Quality Management System 2.0 Issuance – 2019

Resolution # 20190211-073

**Moved By** Councillor Simone  
**Seconded By** Deputy Mayor Meloche

**That:**

- 1. The report from the Manager of Environmental Services dated January 28, 2019, regarding the Drinking Water Quality Management System 2.0 Issuance – 2019 BE RECEIVED; and,**
- 2. The Drinking Water Quality Management System Operational Plan for the Amherstburg Water Distribution System BE ENDORSED and APPROVED as presented.**

The Mayor put the Motion.

**Motion Carried**

## **14.2 Rapid Drainage Joint Use Agreement**

Resolution # 20190211-074

**Moved By** Councillor Simone

**Seconded By** Councillor Courtney

**That:**

- 1. The report from the Manager of Environmental Services dated January 28, 2019, regarding the Edgewater Lagoons Joint Use Agreement with Rapid Drainage BE RECEIVED; and,**
- 2. The Joint Use Agreement for the Edgewater Lagoons between Rapid Drainage and the Corporation of the Town of Amherstburg BE APPROVED satisfactory in technical content to the Director of Engineering and Public works, in financial content to the Director of Corporate Services and in legal content to the Director of Planning, Development and Legislative Services between Rapid Drainage and the Mayor and Clerk BE AUTHORIZED to sign same.**

The Mayor put the Motion.

**Motion Carried**

## **REPORTS – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES**

### **15.1 Development Agreement with 1710791 Ontario Ltd. for 35 Renaud Street – Home Hardware**

Resolution # 20190211-075

**Moved By** Councillor Renaud  
**Seconded By** Councillor Courtney

**That:**

1. **The report from the Manager of Planning Services dated January 24, 2019, regarding the Development Agreement for 35 Renaud Street BE RECEIVED;**
2. **The Development Agreement, with associated schedules, between the Corporation of the Town of Amherstburg and 1710791 Ontario Ltd. for 35 Renaud Street (Home Hardware) BE APPROVED; and,**
3. **By-law 2019-014 being a By-law to repeal 2421 and authorize the signing of a Development Agreement, which shall 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**

**15.2 2019 Cat Control Program and Service Agreement with Humane Society of Windsor-Essex for Cat Intake**

*As dealt with above*

**REPORTS - CAO's OFFICE**

**16.1 2018-2022 Committee Appointments – Second Call for Applicants**

*Split motion*

Resolution # 20190211-076

**Moved By** Councillor Courtney  
**Seconded By** Councillor Simone

**That:**

1. **The report from the Municipal Clerk dated January 31, 2019 regarding 2018-2022 Committee/Board Appointments – Second Call for Applicants BE RECEIVED.**



The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-077

**Moved By** Councillor Simone

**Seconded By** Councillor Courtney

**That Richard Lawrence BE APPOINTED to the Co-An Park Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-078

**Moved By** Deputy Mayor Meloche

**Seconded By** Councillor Simone

**That Murray Sellars BE APPOINTED to the Co-An Park Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-079

**Moved By** Councillor Courtney

**Seconded By** Deputy Mayor Meloche

**That Jennie Lajoie BE APPOINTED to the Co-An Park Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-080

**Moved By** Deputy Mayor Meloche

**Seconded By** Councillor Courtney

**That Chris Drew BE APPOINTED to the Fence Viewers Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-081

**Moved By** Councillor Simone  
**Seconded By** Deputy Mayor Meloche

**That Murray Sellars BE APPOINTED to the Fence Viewers Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-082

**Moved By** Councillor Simone  
**Seconded By** Councillor Courtney

**That Tony Pietrangelo BE APPOINTED to the Fence Viewers Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-083

**Moved By** Councillor Prue  
**Seconded By** Councillor Courtney

**That 3 lay members BE APPOINTED to the Livestock Evaluator Committee rather than 2 lay members.**

The Mayor put the Motion.

**Motion Failed**

Resolution # 20190211-084

**Moved By** Councillor Courtney  
**Seconded By** Councillor Prue

**That Roxanne Qussem BE APPOINTED to the Livestock Evaluator Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-085

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Simone

**That Murray Sellars BE APPOINTED to the Livestock Evaluator Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-086

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Courtney

**That the following 5 lay members BE APPOINTED to the Property Standards Committee:**

- **Anthony Campigotto**
- **Dino Gobbo**
- **Jim Gorski**
- **Stephanie Thomson**
- **Chris Drew**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-087

**Moved By** Councillor Prue  
**Seconded By** Councillor McArthur

**That the following applicants who applied to the Seniors Advisory Committee BE APPOINTED rather than 5 lay members:**

- **Pauline Gemmell**
- **Heather Vandenharn**
- **Kathy DiBartolomeo**
- **Karen Gyorgy**
- **Jan Ouellette**
- **Jack Edwards**
- **Kent Williams**

- **Nancy Atkinson**
- **Frank DiPasquale**

The Mayor put the Motion.

**Motion Carried**

## **16.2 Audit Advisory Committee – Terms of Reference and Appointments**

Resolution # 20190211-088

**Moved By** Councillor Prue  
**Seconded By** Councillor Courtney

**That an additional 2 lay members BE ADDED to the Audit Advisory Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-089

**Moved By** Councillor Courtney  
**Seconded By** Councillor Simone

**That:**

- 1. The report from the Municipal Clerk dated February 1, 2019 regarding Audit Advisory Committee – Terms of Reference and Appointments BE RECEIVED;**
- 2. The Terms of Reference for the Audit Advisory Committee BE APPROVED as amended; and,**
- 3. Councillor Patricia Simone and Councillor Michael Prue BE APPOINTED to the Audit Advisory Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-090

**Moved By** Councillor Courtney  
**Seconded By** Councillor Prue

**That John Purdy BE APPOINTED to the Audit Advisory Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-091

**Moved By** Councillor Simone  
**Seconded By** Councillor Renaud

**That Jillian Heisz BE APPOINTED to the Audit Advisory Committee.**

The Mayor put the Motion.

**Motion Carried**

Resolution # 20190211-092

**Moved By** Councillor Prue  
**Seconded By** Councillor Courtney

**That Gordon Moore BE APPOINTED to the Audit Advisory Committee.**

The Mayor put the Motion.

**Motion Carried**

## **INFORMATION REPORTS**

Resolution # 20190211-093

**Moved By** Councillor Simone  
**Seconded By** Councillor Renaud

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

### **17.1 Drinking Water Quality Management System – 2018 Status Update**

The Mayor put the Motion.

**Motion Carried**

## **CONSENT CORRESPONDENCE**

Resolution # 20190211-094

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Simone

- 18.1 That the correspondence regarding the 5th Annual Military Service Recognition Book - Royal Canadian Legion Ontario Command BE RECEIVED and a ½ page, black and white advertisement BE PLACED in the publication.**

The Mayor put the Motion.

**Motion Carried**

## **OTHER MINUTES**

- 19.1 Drainage Board Meeting Minutes - February 5, 2019**

Resolution # 20190211-095

**Moved By** Councillor Renaud  
**Seconded By** Councillor Simone

**That:**

- 1. The Drainage Board Meeting Minutes of February 5, 2019, BE RECEIVED;**
- 2. The drainage apportionments for land parcel severances Consent B/2/18, Consent B/10/18, Consent B/12/16 & B/5/17, Consent B/22/17, Consent B/22/18, Consent B/20/18 BE APPROVED as recommended by the Drainage Board;**
- 3. The appointment of the firm R. Dobbin Engineering Inc. for the installation of a new access culvert over the Hamel Drain BE APPROVED as recommended by the Drainage Board;**

4. **The appointment of the firm R. Dobbin Engineering Inc. for the replacement of an existing access culvert over the Dupuis Drain BE APPROVED as recommended by the Drainage Board; and,**
5. **The appointment of the firm Dillon Consulting Ltd. make an examination of the area requiring drainage and prepare a report for the Parks Drain as described in the petition BE APPROVED as recommended by the Drainage Board.**

The Mayor put the Motion.

**Motion Carried**

### **UNFINISHED BUSINESS**

1. Councillor Prue asked if there was an outstanding report with respect to an investigation of administration in October 2018.

That Mayor advised Council that this report was not an administrative task and that he is waiting to hear back from the investigator in order to provide Council with an update.

2. Councillor Prue asked if there was a report outstanding regarding Amherstburg Community Foundation fundraising from October 2018.

The Mayor advised Council that this report would be added to the Unfinished Business List.

### **NEW BUSINESS**

1. Deputy Mayor Meloche provided Council with an update with respect to his involvement in the Windsor Essex County Housing and Homelessness Master Plan. He advised Council that affordable housing in an on-going crisis in Windsor Essex County and there are various workshop sessions that he is attending.

## **NOTICE OF MOTION**

There were no Notices of Motion.

## **BY-LAWS**

Resolution # 20190211-096

**Moved By** Deputy Mayor Meloche

**Seconded By** Councillor Simone

### **23.1 By-law 2019-017 - Confirmatory By-law**

**That By-law 2019-017 being a by-law to confirm all resolutions of the Municipal Council Meeting held on February 11, 2019, be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.**

### **23.2 By-law 2019-015 – To Appoint Members to the Amherstburg Committee of Adjustment**

**That By-law 2019-015 being a by-law to Appoint Members to the Amherstburg Committee of Adjustment be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.**

### **23.3 By-law 2019-018 – To Appoint Members to a Municipal Heritage Committee**

**That By-law 2019-018 being a by-law to Appoint Members to a Municipal Heritage Committee 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**



**ADJOURNMENT**

**Moved By** Councillor Courtney  
**Seconded By** Councillor McArthur

**That Council rise and adjourn at 7:41 p.m.**

The Mayor put the Motion.

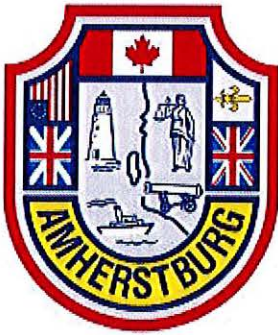
**Motion Carried**

---

MAYOR – ALDO DICARLO

---

MUNICIPAL CLERK – PAULA PARKER



# Delegation Request Form

I wish to appear before \*

Council

Advisory Committee of Council

Date of Meeting \*

3/11/2019



Name of Delegate(s) \*

Cathy Robertson & Kathi Poupard

Address \*

[Redacted]

Phone \*

[Redacted]

Email \*

CampBryerswood@gmail.com

Capacity in which you will be attending \*

Attending as an Individual

Representing a Group / Organization

Name of Group / Organization / Business \*

Girl Guides Camp Bryerswood

Have you contacted Administration regarding this matter? \*

Yes

No

Who from Town Administration have you contacted? \*

Ron Meloche

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's agenda # \*

Fire Permit Fee Waiver

If your request is in response to an agenda item, are you in favour of the recommendation? If not, please provide your reasoning below

Will a powerpoint presentation be made? \*

Yes

No

**Note:** An electronic copy of the PowerPoint presentation is required to be submitted to [delegations@amherstburg.ca](mailto:delegations@amherstburg.ca) no later than 12:00 noon on the Friday before the meeting.

Please upload speaking notes and presentation materials - 4 Attachments Max (10MB Each) (pdf, doc, docx, xls, xlsx, jpg, jpeg, gif, png, tif)

File Name



CON19-0098, contract, Town of Amherstburg Fire Permit, Amherstburg, 2019... (3) (1).pdf

479.3 KB



Application email.docx

13.5 KB



Fire Permit Exemption Speaking Notes.docx

12.8 KB

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.

## Fire Permit Exemption Speaking Notes

### Your Worship and Council Members

We are Kathi Poupard and Cathy Robertson. We represent the local members of Girl Guides, who operate, maintain and use the local Girl Guides of Canada camp which is known as Camp Bryerswood.

Camp Bryerswood is located at 6480 Texas Road. The camp is used by Guiding groups for their Outdoor fun and experiences. The Guiding members who come to the camp like nothing better than to end the day with a campfire and an evening of singing, stories and skits. Many of our fond memories are of campfires from our combined 70 plus years of membership in Girl Guides.

The Guiding program is also set up so that adult members can share with the youth members about fire safety. Members have a chance to learn about what it takes to make a fire, how to do it properly and safely and about proper extinguishing. They also learn about how to cook with a fire and about the importance of fire for survival. They learn that fire can be both a friend and an enemy.

We have completed our Fire Permit application but would like to ask for an exemption from the permit fee. Girl Guides is a community service organization that helps young girls become confident, self reliant women that are capable of being tomorrow's societal leaders. It is a non-profit organization. All rental fees and fund raising dollars are put into operating Camp Bryerswood. We are not allowed to operate in a deficit position. We must break even. Although \$25 does not seem like a lot of money to most people, to us it represents extra fund raising. For example, we would have to sell an extra 30 boxes of cookies every year just to pay for the Fire Permit fee at its current price. We ask that you please exempt Girl Guides of Canada from the annual Fire Permit application fee. Thank you.



# TOWN OF AMHERSTBURG FIRE PERMIT APPLICATION

Permit Applicant: Girl Guides of Canada - Ontario Council - Camp Bryerswood

Address of Permit Holder: 180 Duncan Mill Rd. Suite 100, Toronto, ON M3B 1Z2

Telephone: Home 877-232-4545 ext 2466 Cell 647-463-8693 E-mail Camping.supervisor2@guidesontario.org

Date of Birth  / /  Burn Site Address: 6480 Texas Rd., RR#1, McGregor, ON N0R1J0  
MM DD YYYY (Only if different the Address of Permit Holder)

If Tenant, Attach Property Owner Permission

Are you registered to Amherstburg Alert: Yes  No

When are you available for inspections: Week Day (10-12)  Week night (6-8)  Weekend (10-2)  All of the above

### Type of Permit

- Campfire (3' x 3' or smaller) (\$25): single season for a small confined fire
- Outdoor Recreational Fireplace (\$25): (Chimneas etc.) single season
- Special Event (\$75): (one time open fire only)
- Other (e.g., Burn Barrel, Brush, Outdoor Boilers and Air Curtain Incinerators) (\$25)

**Note:** Annual permit applies January 1- December 31 in Calendar Year (no Pro rata). Burning of any Prohibited materials as defined is prohibited; fire permits are not generally issued for land clearing for commercial purposes and construction site materials when other alternatives are available for disposal. Chipping, composting and wood reuse is recommended.

Total Fee Paid \$

Receipt Number:

### Farm Properties Only

Rural Address Number Posted (911); specify \_\_\_\_\_

#### Date(s) of Burn:

Time of Burn Start:

Finish:

- Bon Fire (Farm Properties Only) (no fee) Farm Reg. # \_\_\_\_\_
- Windrow - permit required for farm operations (no fee) Farm Reg. # \_\_\_\_\_

#### Burn Materials:

- Hardwood
- Softwood
- Mixed (Hardwood and Softwood)

**Open Pile or Burn Barrel Maximum Dimensions** are 1m x 1m x 1m unless approved below:

Length \_\_\_\_\_ m Width \_\_\_\_\_ m Height \_\_\_\_\_ m

**Carbon Output:** Total Number of Burn Piles and/or Barrels \_\_\_\_\_ Burned Total Burn Hours \_\_\_\_\_

Carbon output estimates mass of carbon released for duration of permit (e.g., eight piles burned for 16 hours)

**Outdoor Boilers:** Full Cords of wood per year = \_\_\_\_\_ Hours per day = \_\_\_\_\_ (e.g., 24 hours)

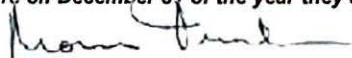
**Required Provisions for Extinguishment:**  Garden hose  Extinguisher  Other

Other Site Specific Requirements/Conditions:

**Revocation of Permit:** The *Town of Amherstburg* may temporarily or permanently suspend this permit in the following circumstances: (check each box to confirm applicant's awareness):

- an Air Quality Advisory, Fire Restriction or Fire Ban is issued for your area
- when high winds are forecasted which might contribute to the threat of fire spreading
- during periods of drought
- any complaint received while burning or any other condition deemed to create an extra risk

All permits expire on **December 31 of the year they are issued** (except Special Events permits that expire at Midnight on the day of Issue).



February 5, 2019

Applicants Signature Moira French, Membership and Growth Manager Date \_\_\_\_\_  
Authorized Signing Officer, Girl Guides of Canada - Ontario Council

Personal information is collected under the authority of the Municipal Act, 2001. The information you provide will be used strictly for the purpose of this fire permit. Questions about the collection of this data can be directed to Daniel Monk, [dmonk@amherstburg.ca](mailto:dmonk@amherstburg.ca), (519) 736-6500.

----- Forwarded message -----

From: **Richella Hyde** <[camping.supervisor2@guidesontario.org](mailto:camping.supervisor2@guidesontario.org)>

Date: Fri, Feb 8, 2019 at 12:01 PM

Subject: RE: Camp Bryerswood fire Permit Application and Payment

To: Bruce Montone <[bmontone@amherstburg.ca](mailto:bmontone@amherstburg.ca)>

Cc: [Rmeloche@amherstburg.ca](mailto:Rmeloche@amherstburg.ca) <[Rmeloche@amherstburg.ca](mailto:Rmeloche@amherstburg.ca)>, [REDACTED]

[REDACTED] Penny Waddington

<[camping.manager@guidesontario.org](mailto:camping.manager@guidesontario.org)>

Hi Bruce

I have attached a copy of the signed fire permit application and requested the \$25 cheque to be sent with a copy of the application to the Town of Amherstburg attention to you.

I have talked with Kathi Poupard, the Volunteer Property Chair For Camp Bryerswood, she will be making an application to town council in March to wave the application fee. If you don't mind holding the cheque until the result of council meeting that would be greatly appreciated.

I believe she has also been in touch with Ron Meloche about a fire safety inspection.

Thank you so much for your assistance,

**Richella Hyde | Camping Supervisor**

Girl Guides of Canada, Ontario Council

180 Duncan Mill Rd, Suite 100 | Toronto, ON M3B 1Z6

Tel: 416.926.2351, ext. 2466 | Toll Free: 877.323.4545, ext. 2466

Fax: 416.920.1440

Email: [camping.supervisor2@guidesontario.org](mailto:camping.supervisor2@guidesontario.org)



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES  
AND OFFICE OF PARKS, FACILITIES, RECREATION AND TOURISM

*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/Anne Rota	Report Date: February 22, 2019
Author's Phone: 519 736-0012 ext. 2251	Date to Council: March 11, 2019
Author's E-mail: <a href="mailto:nrubli@amherstburg.ca">nrubli@amherstburg.ca</a> <a href="mailto:arota@amherstburg.ca">/arota@amherstburg.ca</a>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Amherstburg Farmer's Market - User and Permit Fees 2019

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Manager of Licensing and Enforcement and the Manager of Tourism and Culture dated February 22, 2019 regarding the Amherstburg Farmer's Market-User and Permit Fees 2019 **BE RECEIVED**;
2. 2019 User Fees not to exceed \$5,000 **BE WAIVED** for the Amherstburg Farmer's Market; and,
3. An exemption **BE GRANTED** to Section 6 (e) of the Parks By-law #2002-72 to allow for the Farmers' Market to have commercial sales in Toddy Jones Park.

2. **BACKGROUND:**

Since 2008, the Amherstburg Farmers Market (AFM) held its operations at the Amherstburg Malden Community Center at 7860 County Road 20. The municipal property that housed the Amherstburg Malden Community Centre was sold in 2018 and the AFM is now looking to relocate to a downtown location, namely Toddy Jones Park.

The AFM aims to raise the profile of local food producers and entrepreneurs by giving them a venue in which to sell their goods while educating the public about the rich agricultural and creative diversity that exists in Essex County. The AFM is a member of the Farmers Market Ontario Association, carries its own insurance and has an active website.

At the May 8, 2017 Council meeting the following motion was passed:

*That the delegation BE RECEIVED and that the 2017 Farmers Market fees BE WAIVED and include the fee waiver for consideration in the 2018 Budget.*

The impact of the fee waiver in the 2017 budget was a total of \$3,775.12.

In 2018, Council passed the following motion:

*User Fees totalling \$3,775.12 for the Amherstburg Farmer's Market 2018 operating year BE WAIVED.*

The Amherstburg Farmer's Market has recently approached Administration and inquired about the waiving of the 2019 user fees.

### **3. DISCUSSION:**

The Town realizes the many positive benefits and opportunities for the community related to the AFM operations. The AFM is one of a handful of true Farmers Markets that operates under the important criteria of the "Buy Local" initiative by ensuring produce and products sold at the market are from within a 50 kilometer radius.

The AFM has indicated that a strong demand for the market to relocate to the downtown area, where more people could access the market, has been a request by customers for many years. In 2014, the AFM did experiment with the Toddy Jones location every Tuesday. The logistics of set up and parking on the north side of Toddy Jones Park worked well at that time.

During the 2019 season the vendors will be set up along the sidewalk that runs through Toddy Jones Park, allowing patrons to travel through the park on the paved surface to access vendors.

Based on Council decisions to waive fees for the past two seasons, Administration made allowance for the waiver of fees for the 2019 operating season in the 2019 Budget.

Section 6 (e) of Parks By-law 2002-72 prohibits offering anything whatsoever for sale in the Town Parks unless permission from Council is granted, therefore an exemption from section 6 (e) of the By-law is required.

Administration will monitor and evaluate the impacts of locating the AFM operations at Toddy Jones Park for the 2019 season and will report back to Council with recommendations for the 2020 and proceeding seasons.



#### **4. RISK ANALYSIS:**

With any fee reduction or waiver approved by Council, there is an increased risk of additional requests from other groups asking for relief from Council approved fees. Continued fee reductions and/or waivers have an adverse impact on expected revenue projections of the Town and add pressure to property tax levy demands.

Further, the waiver of fees impacts the Town's ability to fund the costs of property maintenance and operating expenses associated with the event. The impact to Town operations from moving the AFM to Toddy Jones Park is uncertain at this time; however, moving forward it may be recommended that fees, or a portion thereof, not be waived in order to fund the Town's cost of operational and property maintenance resulting from the AFM.

As part of the rental of Toddy Jones Park the AFM would be responsible to provide an insurance certificate in the amount of \$5,000,000 for Commercial General Liability (CGL) with the Town of Amherstburg being named as an Additional Insured.

#### **5. FINANCIAL MATTERS:**

An allowance of \$19,000 for waiver of fees expense is included in the 2019 Budget under the Non-Departmental budget centre. This allowance includes a pre-commitment by Council to waive fees for a gymnastics championship event (2018 and 2019) and for the possible waiver of Amherstburg Farmer's Market fees, based on past approvals by Council.

At their meeting of February 25, 2019, Council approved the waiver of fees for the Rotary Rib Fest in 2019; which will cause the waiver of fees expense to exceed the approved budget. Council directed Administration to mitigate that over-expenditure within the approved 2019 Budget.

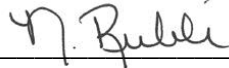
Should Council approve the waiver of fees for the AFM, the Town would forgo approximately \$4,800 in rental fees of Toddy Jones Park, excluding the pavilion, from May to October (21 weeks) and \$150 in revenue for the 2019 business licence.

#### **6. CONSULTATIONS:**

The Director of Corporate Services, Treasurer and representatives from the Amherstburg Farmers Market were consulted on this report.

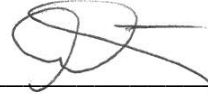
7. **CONCLUSION:**

The Amherstburg Farmers Market association is committed to its true mandate of providing local food directly from the farmers or producers of our immediate catchment. It continues to gain momentum and offers a positive impact to our local economy.



---

Nicole Rubli  
**Manager of Licensing and Enforcement**



---

Anne Rota  
**Manager of Tourism and Culture**

## Report Approval Details

Document Title:	Amherstburg Farmer's Market- User and Permit Fees 2019.docx
Attachments:	N/A
Final Approval Date:	Feb 27, 2019

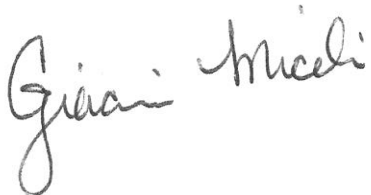
This report and all of its attachments were approved and signed as outlined below:



**Mark Galvin - Feb 25, 2019 - 2:35 PM**



**Cheryl Horrobin - Feb 27, 2019 - 1:50 PM**



**John Miceli - Feb 27, 2019 - 3:44 PM**



**Paula Parker - Feb 27, 2019 - 5:02 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.

Table with 2 columns: Author's Name, Report Date, Author's Phone, Date to Council, Author's E-mail, Resolution #.

To: Mayor and Members of Town Council

Subject: Draft Plan of Subdivision County File 37-T-18005, 1078217 Ontario Limited, Kingsbridge Subdivision, Part of Lots 13 and 14 Concession 1 (Anderdon)

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Director of Planning, Development & Legislative Services dated March 1, 2019 regarding Draft Plan of Subdivision County File 37-T-18005, 1078217 Ontario Limited, Kingsbridge Subdivision, Part of Lots 13 and 14, Concession 1 (Anderdon) BE RECEIVED; and,
2. By-law 2019-011 being a by-law to authorize the signing of a subdivision agreement, satisfactory in form to the Director of Planning, Development and Legislative Services, in financial content to the Director of Corporate Services, and in technical content to the Chief Administrative Officer, be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same.

2. BACKGROUND:

The subdivision agreement applies to a 6.2447 hectare vacant parcel of land generally located to the east of Knobb Hill Drive and south of Whelan Avenue, Concession 1, Part of Lots 13 and 14. The agreement includes 86 lots for single detached dwellings. The lands are designated Low Density Residential which allows for residential development in the Town's Official Plan.

The County of Essex granted draft plan approval February 28, 2019 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. DISCUSSION:**

#### 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 to 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 to the basic land use policies of the OP. The developer has obtained an Endangered Species Act authorization from the Ministry of Natural Resources and Forestry to allow for the construction of the subdivision.

#### Zoning By-law

At the September 24, 2018 Council meeting, approved the rezoning of the subject lands from the “Agricultural (A) Zone” to “holding Residential First Density (h-R1) Zone” and “Agricultural (A) Zone” to “Environmental Protection (EP) Zone” and “Residential First Density (R1) Zone” to “Environmental Protection (EP) Zone”, to permit the development of 182 single detached dwellings in Phase 7 and 86 single detached dwellings in Phase 9.

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 including:

- Provision of appropriate securities to guarantee 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 9 will form one component of the completion of requirements for final approval of the subdivision approval process under the *Planning Act*.

#### **5. FINANCIAL MATTERS:**

The cost associated with the applications and planning processes are the responsibility of the developer.

The fees associated with this future development will include 86 lots x the applicable Development Charges (DC) rate at the time of building permit issuance (2019 rate \$13,049, which would total of \$1,122,214). Future property taxes are estimated at a total of \$425,700 in 2019 (based on \$4,950 per property assessed at \$300,000 x 86 properties) annually for this phase in the development.

Development Charges and property taxes are collected toward funding the growth-related capital infrastructure costs and the ongoing cost of services provided by the Town respectively.

**6. CONSULTATIONS:**

The Manager of Engineering was consulted and provided advice during the preparation of the subdivision agreement.

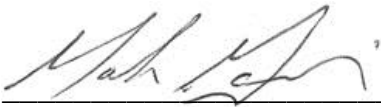
The developer and his solicitor, Mr. Baker participated in the review of the draft subdivision agreement.

**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 recommends approval of the Subdivision Agreement.



---

Mark Galvin

**Director of Planning, Development & Legislative Services**

**KD**

## Report Approval Details

Document Title:	Draft Plan of Subdivision-1078217 Ontario Ltd, Kingsbridge Subdivision, Part of Lots 13 and 14 Concession 1 (Anderdon).docx
Attachments:	- Report to Council-Mar 11-Sub Agreement Kingsbridge Phase 9-ATTACHMENTS.pdf
Final Approval Date:	Mar 5, 2019

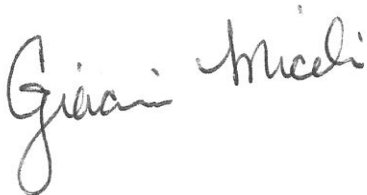
This report and all of its attachments were approved and signed as outlined below:



**Mark Galvin - Mar 1, 2019 - 4:48 PM**



**Justin Rousseau - Mar 4, 2019 - 3:45 PM**



**John Miceli - Mar 5, 2019 - 9:51 AM**



**Paula Parker - Mar 5, 2019 - 1:20 PM**



**CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2019-011**

**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 9**

---

**WHEREAS** 1078217 Ontario Limited has proposed the subdivision and servicing of lands owned by it within Part of Lots 13 and 14, Concession 1 (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 11<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
MAYOR – ALDO DICARLO

\_\_\_\_\_  
CLERK – PAULA PARKER

**1078217 ONTARIO LIMITED**  
**SUBDIVISION AGREEMENT**  
**(KINGSBRIDGE SUBDIVISION PHASE 9)**

**KINGSBRIDGE SUBDIVISION AGREEMENT – PHASE 9  
(1078217 ONTARIO LIMITED)**

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**SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made in quadruplicate this 11<sup>th</sup> day of March, 2019.

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 13 and 14 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 lands on February 28, 2019 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 Town.

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 all services. The Developer shall at all times provide all information 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 pre-construction 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, including, hydro, water and gas 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, whichever is lesser, in any particular phase and shall adhere to all of the requirements in the Town's development manual.

For additional phases 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 86 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**

That the developer provide notice in every agreement of purchase and sale advising 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 to the satisfaction of Canada Post and the Town of Amherstburg.

### 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. This value will be established based on the prices in the tender. The Developer must provide the completed tender form from the contractor to the Town. If work is not tendered the Consulting Engineer must provide a tender form that provides an estimate of cost to establish the value of securities. 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, 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 on request, and to any proposed builder, all usual information as to grades and levels for each lot within the subdivision.

20. **Developers Responsibilities in Regard to Damages**

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) This phase is included in the stormwater report titled Kingsbridge Residential Community, Revised Stormwater Management Report-Southwest Pond, Amendment No. 2 February 23, 2017. The owner is to install all the stormwater management measures identified in the final report as part of the development of the site, included overland flow routes.
- (ii) The Consulting Engineer will be required to provide written confirmation to the Town that the design of all components of the stormwater system are in accordance with the provisions outlined in the Kingsbridge Residential Community, Revised Stormwater Management Report- Southwest Pond, Amendment No. 2 February 23, 2017.

- (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 Conservation and Parks 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 Chief Building Official 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. **Sump Pump Overflow**

All homes must be designed to include a sump pump overflow provided as part of the overall detailed design.

30. **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.

31. **Interim Acceptance of Services**

The Developer shall apply for initial acceptance of the municipal services 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. Ministry of Natural Resources Authorization**

Prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall undertake to ensure that any site alteration be completed in accordance with the Endangered Species Act, 2007, and more specifically in compliance with Benefit Permit Approval No. AY-C-001-18 issued by the Ministry of Natural Resources and Forestry, and a certified biologist shall confirm in writing that any site alteration has been completed in accordance with the requirements of Benefit Permit No. AY-C-001-18, and any

subsequent letters/authorizations/decisions issued under the Endangered Species Act, 2007.

37. **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.

38. **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 \$13,049.00 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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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) Part of Lots 2, 3, 10 and 11 Reference Plan 12R-22789: 8.39 hectares (20.73 acres).

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.

44. **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 in every agreement of purchase and sale 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.

45. **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 and must meet all AODA requirements, including the installation of tactile plates at intersections. The timing of the installation of the required sidewalks will be determined by the Town's Engineering and Public Works Department in conjunction with the Developer.

46. **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.

47. **Street Signs**

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

48. **Sewage Allocation**

The Developer acknowledges that the development is within the sanitary sewer service area for Edgewater Lagoon, which 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 (AWWTP). The construction of the required pump stations and forcemains to send the sewage from the Edgewater Lagoon to the AWWTP is anticipated to be completed in 2019. Until such time as this work is completed only model home permits can be issued.

The Town confirms that there is presently no sewage capacity, for the 86 lots of Phase 9.

49. **Sewage Ejector Pumps**

All homes must be designed to include a sewage ejector pump. Gravity flow from the home will not be accepted.

50. **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.

51. **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.

52. **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  
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.

53. **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.

**1078217 ONTARIO LIMITED**

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*



**SCHEDULE "A"**

**LEGAL DESCRIPTION**

Part Lots 13 and 14, Concession 1 Anderdon  
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

*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*

**SCHEDULE "C"**

**DESIGN CRITERIA**

**FOR SERVICES TO BE PROVIDED IN THE  
KINGSBRIDGE SUBDIVISION – PHASE 9**

**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 Conservation and Parks, E.R.C.A. and the Corporation. A copy of the design calculations shall be submitted to the Corporation and included on the design drawings.

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.

All homes must include a sump pump overflow

Sewers shall be designed in accordance with the following criteria:

Design Method	Rational method
Design Frequency	1:2 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
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	1.5 m
Private Drain Connection	125 mm dia.
Maximum Manhole Spacing	122 m
Pipe Material	PVC

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

All homes must be designed to include a sewage ejector pump. Gravity flow from the home will not be accepted.

## 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	150 mm dia.
Lot Connection	19 mm dia.
Pipe Material	PVC
Mainline Services Pipe Material	Copper

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

## 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:

*Lambert, Lundy, "Street O" & "Street P"*

Width (edge to edge of curb)	7.3 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 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 request with that 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.

### 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 wire-line 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 and the Town Bylaw 2017-81, Regulate Activity on Town Highways, Road Allowances and Right of Ways, 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) Sump pump overflow piping must be installed
- e) Sewage ejector pumps must be installed in all homes – Gravity drains will not be accepted
- f) 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.
- g) 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

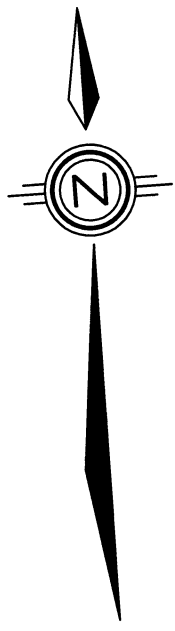
*I have authority to bind the Corporation*

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

Per \_\_\_\_\_  
Aldo DiCarlo, Mayor

Per \_\_\_\_\_  
Paula Parker, Clerk

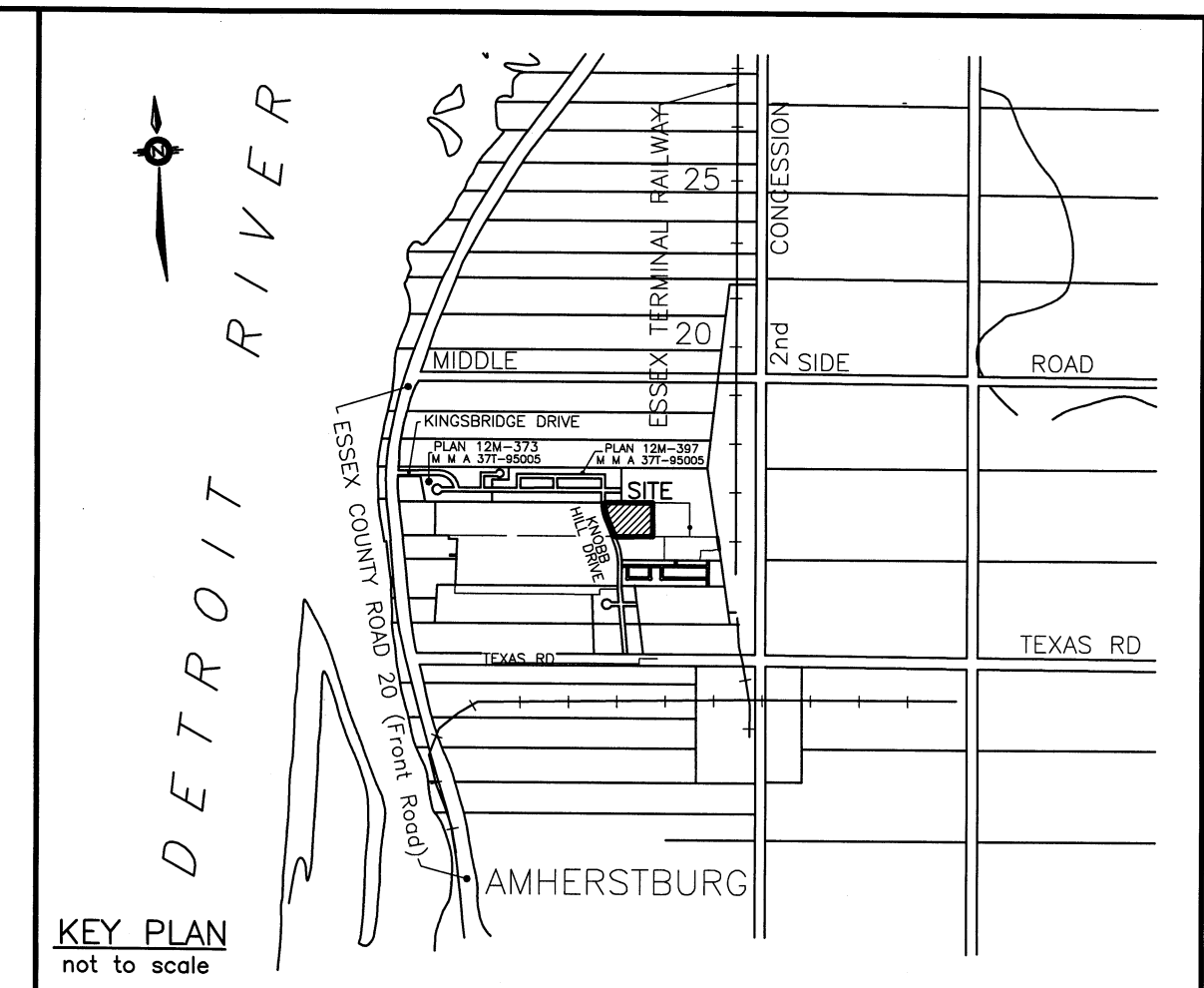
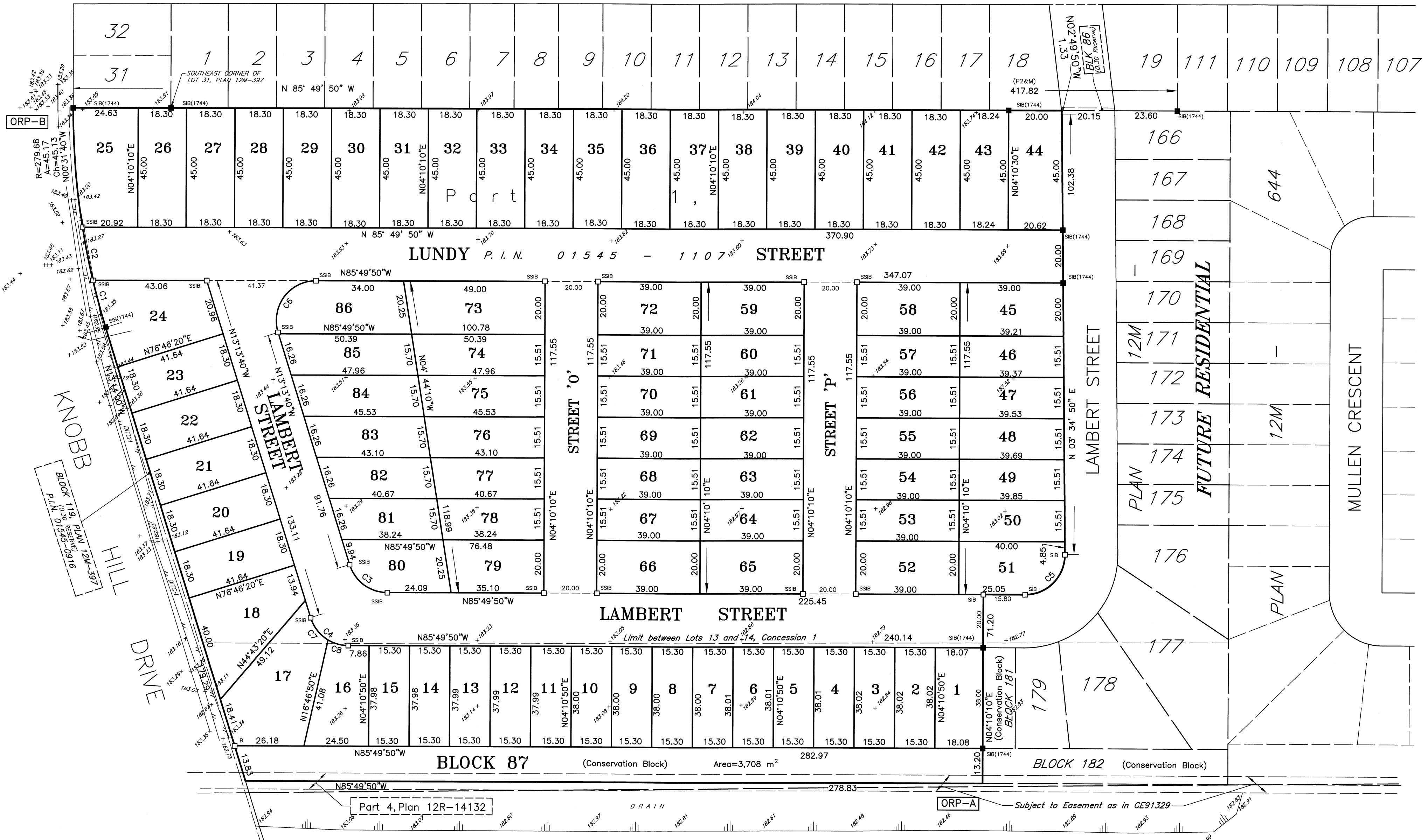
*We have authority to bind the Corporation*



"METRIC" DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

### WHELAN AVENUE

(20.0m wide per Plan 12M - 534)



## DRAFT PLAN OF SUBDIVISION

OF  
PART OF LOTS 13 and 14,  
CONCESSION 1  
GEOGRAPHIC TOWNSHIP OF ANDERDON  
NOW IN THE  
TOWN OF AMHERSTBURG  
COUNTY OF ESSEX, ONTARIO

© VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.  
SCALE = 1:1000

**LEGEND AND NOTES**  
BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9999458.

ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.  
SIB DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR  
SSIB DENOTES 25mm X 25mm X 0.61m SHORT STANDARD IRON BAR  
IB # DENOTES 16mm X 16mm X 0.61m IRON BAR  
IB # DENOTES 19mm diameter X 0.61m ROUND IRON BAR  
CC DENOTES CUT-CROSS  
CP DENOTES 5mm X 50mm STEEL PIN  
□ DENOTES SURVEY MONUMENT FOUND  
WT. DENOTES SURVEY MONUMENT SET AND MARKED 1744  
DENOTES WITNESS 1 DENOTES PERPENDICULAR  
WT. DENOTES SET (W) DENOTES MEASURED (D) DENOTES DEED  
ORP DENOTES OBSERVED REFERENCE POINT  
SSIB'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.  
(S/P) DENOTES SET PROPORTIONALLY (OU) DENOTES ORIGIN UNKNOWN  
(P) DENOTES PLAN  
(1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.

**OWNER'S CERTIFICATE**  
I HEREBY AUTHORIZE THE FILING OF THIS DRAFT PLAN FOR APPROVAL.

1078217 ONTARIO LIMITED

DATE: DECEMBER 7, 2018

MICHAEL DUNN  
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS HAVE BEEN ACCURATELY AND CORRECTLY SHOWN.

DATE: DECEMBER 7, 2018

*Andrew S. Mantha*  
ANDREW S. MANTHA  
ONTARIO LAND SURVEYOR  
for VERHAEGEN • STUBBERFIELD • HARTLEY  
BREWER • BEZAIRE INC.

CURVE SCHEDULE			
CURVE	RADIUS	ARC	CHORD BEARING
C1	279.68	18.35	18.34 N11°13'00"W
C2	279.68	20.41	20.41 N07°14'50"W
C3	15.00	19.01	17.76 N49°31'50"W
C4	15.00	19.01	17.76 N49°31'50"W
C5	15.00	23.72	21.32 N48°52'30"W
C6	15.00	28.12	24.18 N40°28'20"E
C7	15.00	10.95	10.71 N34°08'50"W
C8	15.00	8.06	7.96 N70°26'50"W

INTEGRATION DATA		
COORDINATES ARE DERIVED FROM GRID OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (2010.0). COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) O.REG 216/10		
POINT ID	NORTHING	EASTING
ORP-A	N4666785.74	E326542.27
ORP-B	N4667063.88	E326216.60
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

**ADDITIONAL INFORMATION**  
REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT, (R.S.O. 1990)

(A) AS SHOWN ON PLAN (F) AS SHOWN ON PLAN  
(B) AS SHOWN ON PLAN (G) AS SHOWN ON PLAN  
(C) AS SHOWN ON PLAN (H) PIPED MUNICIPAL  
(D) SEMI DETACHED DWELLINGS (I) CLAY LOAM  
(E) NORTH - EXISTING RESIDENTIAL (J) AS SHOWN ON PLAN  
WEST - RIGHT OF WAY AND PROPOSED RESIDENTIAL (K) ALL SERVICES TO BE PROVIDED  
EAST - EXISTING and PROPOSED RESIDENTIAL (L) AS SHOWN ON PLAN  
SOUTH - FUTURE CONSERVATION

**SUMMARY**  
TOTAL NUMBERS OF LOTS 86  
TOTAL NUMBER OF BLOCKS 1  
TOTAL AREA OF THE SITE 8,5886 Hectares  
DENSITY 10,013 Lots per Hectares

WINDSOR 475 Devonshire Road, Suite 200 N8Y 2L5 Ph: (519)258-1772 Fax: (519)258-1791

VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC.

LEAMINGTON 187 Talbot Street East N8H 1L8 Ph: (519)322-2376 Fax: (519)322-2676

ONTARIO LAND SURVEYORS www.vshbbsurveys.com

DRAWN BY: A.S.M. CAD Date: December 10, 2018 11:38:35 AM  
CHECKED BY: A.S.M. CAD File: 42910400.dwg

WORK ORDER: 4-29104 FILE NO.: E-AND-1-13 PLAN FILE NO.: C-4611

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18005  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** February 28, 2019  
**Date of Notice:** February 28, 2019  
**Last Date of Appeal:** March 20, 2019  
**Lapsing Date:** February 28, 2022

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## NOTICE OF DECISION

### On Application for Approval of Draft Plan of Subdivision Subsection 51(37) of the Planning Act

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Approval of Draft Plan of Subdivision to the application in respect of the subject lands noted above, is proposed to be given by the County of Essex. A copy of the decision is attached.

#### **When and How to File an Appeal**

Notice to appeal the decision to the Local Planning Appeal Tribunal (LPAT) must be filed with the County of Essex no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Manager, Planning Services at the address shown below and it must,

- (1) include a completed ***Appellant Form (A1)*** ***Planning Act*** available from the LPAT website [www.elto.gov.on.ca](http://www.elto.gov.on.ca), and
- (2) be accompanied by the prescribed filing fee in the amount of \$300.00 payable by certified cheque or money order to the Minister of Finance.

#### **Who Can File An Appeal**

The applicant, a person or public body, who before the approval authority made its decision, made oral submissions at a public meeting, or written submissions to the approval authority, may appeal decisions in respect of a proposed plan of subdivision to the LPAT. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal to the decision of the County, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the County, made oral submission at a public meeting or written submissions to the Council or, in the LPAT's opinion, there is reasonable grounds to add the person or public body as a party.

#### **Right of Applicant or Public Body to Appeal Conditions**

The applicant, the Minister, the Municipality, or any public body that, before the County made its decision, made oral submissions at a public meeting or written submissions to the County, may at any time before the final plan of subdivision is approved, appeal any of the conditions imposed by the County to the LPAT by filing with the County a notice of appeal.

#### **How to receive Notice of Changed Conditions**

The conditions of an approval of draft plan of subdivision may be changed at any time before the final approval is given. You will be entitled to receive notice of any changes to the conditions of approval of the proposed plan of subdivision if you have made a written request to be notified of changes to the conditions.

No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the County made its decision, made oral submissions at a public meeting or written submissions to the County, or made a written request to be notified of the changes to the conditions.

#### **Getting Additional Information**

Additional information about the application is available for public inspection during regular office hours at the County of Essex at the address noted below or from the Town of Amherstburg.

#### **Mailing Address for Filing a Notice of Appeal:**

County of Essex  
Attention: William King, Manager, Planning Services  
360 Fairview Avenue West  
Essex, ON N8M 1Y6  
Tel: (519) 776-6441, Ext. 1329  
Fax: (519) 776-4455

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18005  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** February 28, 2019  
**Date of Notice:** February 28, 2019  
**Last Date of Appeal:** March 20, 2019  
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standard municipal requirements to facilitate pedestrian movement, bus routing and stops, and safety of school children.

15. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School, the Windsor Essex Catholic District School Board, and the Municipality, requiring notice in every agreement of purchase and sale advising purchasers of 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.
16. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of Canada Post Corporation and the Municipality, requiring notice in every agreement of purchase and sale advising 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.
17. That the subdivision agreement between the Owner and the Municipality contain a provision, to the satisfaction of the Municipality and the County, that prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall undertake to ensure that any site alteration will be completed in accordance with the Endangered Species Act, 2007, and more specifically in compliance with Benefit Permit Approval No. AY-C-001-18 issued by the Ministry of Natural Resources and Forestry, and a certified biologist shall confirm in writing that any site alteration has been completed in accordance with the requirements of Benefit Permit No. AY-C-001-18, and any subsequent letters/authorizations/directions issued under the Endangered Species Act.
18. That prior to final approval by the County of Essex, the Owner shall submit for review and approval by the Municipality and the County, a draft of the final 12M plan.
19. That prior to final approval by the County of Essex, the County is advised in writing by the Municipality how Conditions 1 to 18 inclusive, have been satisfied.
20. That prior to final approval by the County of Essex, the County is advised in writing by the Greater Essex County District School Board how Conditions 14 and 15 have been satisfied.

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18005  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** February 28, 2019  
**Date of Notice:** February 28, 2019  
**Last Date of Appeal:** March 20, 2019  
**Lapsing Date:** February 28, 2022

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21. That prior to final approval by the County of Essex, the County is advised in writing by the Windsor Essex Catholic District School Board how Conditions 14 and 15 have been satisfied
  22. That prior to final approval by the County of Essex, the County is advised in writing by the Canada Post Corporation how Condition 16 has been satisfied.

### **NOTES TO DRAFT APPROVAL**

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Essex, quoting the file number "37-T-18005".
2. It is suggested that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.
3. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of Environment under Section 23 and Section 24 of the Ontario Water Resources Act, R.S.O. 1980.
4. The Ministry of the Environment did not review this subdivision with respect to any groundwater, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or other contaminants are present within or in close proximity to this subdivision. If either the Municipality or the Owner requires this assurance before proceeding any further with this plan of subdivision, a consultant(s) should be engaged to conduct the necessary investigations.
5. The Ministry of the Environment must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision. If waste materials or contaminants are discovered, a further approval under Section 46 of the Environmental Protection Act may be required from that Ministry.
6. The costs of any relocations or revisions to Hydro One Networks Inc. (HONI) facilities or any other local electrical utility that are necessary to accommodate the subdivision will be borne by the developer.

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18005  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** February 28, 2019  
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7. Any easement rights of Hydro One Networks Inc. (HONI) or any other local electrical utility are to be respected.
  8. The developer should contact the local Hydro One Networks Inc. Services office or any other local electrical utility to verify if any low voltage distribution lines may be affected by this proposal.
  9. The developer is hereby advised that prior to commencing any work within the plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such 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. If the developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services, i.e., 911 Emergency Services.
  10. It is suggested that the Municipality register the subdivision agreement as provided by subsection 51(26) of the Planning Act, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.
  11. Clearances are required from the following agencies:

Ms. Rebecca Belanger  
Town of Amherstburg  
271 Sandwich Street South  
Amherstburg, ON N9V 2Z3

Greater Essex District School Board  
451 Park Street West  
P.O. Box 210  
Windsor, ON N9A 6K1



**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18005  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
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**Date of Decision:** February 28, 2019  
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Windsor Essex Catholic District School Board  
1325 California Avenue  
Windsor, ON N9B 3Y6

Mr. Bruno DeSando  
Canada Post Corporation  
955 Highbury Avenue North  
London, ON N5Y 1A3

If the agency's clearance concerns a condition in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan. The County of Essex does not require a copy of the agreement.

12. All measurements in subdivision and condominium final plans must be presented in metric units.
13. The approval of the draft plan will lapse on **February 28, 2022**. It is the responsibility of the applicant to request an extension of the draft approval if one is needed.

A request for extension should be made at least 60 days before the approval lapses because no extension can be given after the lapsing date. The request should include the reasons why an extension is needed and a resolution in support of the extension from the Town of Amherstburg.

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18005  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** February 28, 2019  
**Date of Notice:** February 28, 2019  
**Last Date of Appeal:** March 20, 2019  
**Lapsing Date:** February 28, 2022

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The County of Essex conditions and amendments to final plan of approval for registration of this Subdivision are as follows:

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**No.      Conditions**

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1.      That this approval applies to the draft plan of subdivision prepared and certified by Andrew Mantha, O.L.S., dated December 7, 2018 that shows:
  - Eighty-six (86) lots for single detached residential units;
  - One (1) block (Block 87) for proposed conservation space.

The lands comprising the draft plan of subdivision are legally described as Part of Lots 13 and 14, Concession 1 (Anderdon Township), Town of Amherstburg, County of Essex.

2.      That the Owner enters into a subdivision agreement with the Municipality wherein the Owner agrees to satisfy all the requirements, financial and otherwise, of the Municipality concerning the payment of development charges, provisions of roads, installation and capacity of services, sanitary sewerage collection system, water distribution system, utilities and stormwater management facilities for the development of the lands within the plan.
3.      That the subdivision agreement between the Owner and the Municipality contain a provision requiring the owner to notify in writing each person who first offers to purchase any subdivided lot within the plan of subdivision of all approved development charges, including development charges for school purposes, relating to any such lot pursuant to Section 59(4) of the Development Charges Act, 1997, and the Education Act.
4.      That the subdivision agreement between the Owner and the Municipality, where required, contain a provision prepared to the satisfaction of the Municipality, regarding the phasing and timing of the development.
5.      That the subdivision agreement between the Owner and the Municipality be registered against the lands to which it applies prior to the registration of the plan of subdivision.



**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18005  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** February 28, 2019  
**Date of Notice:** February 28, 2019  
**Last Date of Appeal:** March 20, 2019  
**Lapsing Date:** February 28, 2022

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6. That the road allowances included in this draft plan shall be shown and dedicated as public highways.
7. That the streets shall be named to the satisfaction of the Municipality.
8. That all terminating streets shall contain a 0.3 metre reserve, to be illustrated on the final plan and be conveyed to the Municipality.
9. That the Owner convey to the Municipality for park or other recreational purposes up to 5% of the land included in the plan. Alternatively, the Municipality may require cash-in-lieu of all or a portion of the conveyance, or advise the Approval Authority that parkland dedication requirements of the Planning Act have been satisfied through previous phases of the development.
10. That prior to final approval by the County of Essex, the County is to be advised by the Municipality that the proposed subdivision conforms to the Zoning By-law in effect.
11. That the Owner shall provide easements as may be required for services, utility or drainage purposes in a form satisfactory to the Municipality or utility, and where required by the Municipality, daylight corners and road reserves shall be shown on the final plan and conveyed in a form satisfactory to the Municipality.
12. That prior to final approval, the Municipality shall confirm that sewage treatment conveyance capacity and water supply capacity is available for all lots in the proposed development, or phase of development.
13. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Municipality, that stipulate that the Owner will undertake to implement the recommendations contained in the "Kingsbridge Residential Community: Revised Stormwater Management Report – Southwest Pond", prepared by Stantec Consulting Ltd. dated February 23, 2017, that establishes design criteria that addresses stormwater quality and quantity up to and including the 1:100 year storm event.
14. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School Board, the Windsor Essex Catholic District School Board, and the Municipality, requiring a sidewalk be provided along the internal streets within the proposed plan pursuant to





# Town of Amherstburg Kingsbridge Phase 9

RM1

3

R1A

RE

R1

h-R1

R1A

h-R1

h-R1A

h-R1

R1

EP

R1A

I-3

A

R1



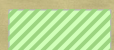
LAVERS CRESCENT

BROWN CRESCENT

WELSH AVENUE

Welsh Avenue

## Legend

-  Zoning
-  Low Density Residential
-  Woodlots  
h-R2/h-RM1





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.

Table with 2 columns: Author's Name, Report Date, Author's Phone, Date to Council, Author's E-mail, Resolution #.

To: Mayor and Members of Town Council

Subject: Removal of Part Lot Control – Meadowview Phase II

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Director of Planning, Development & Legislative Services dated February 1, 2019 regarding the Removal of Part Lot Control – Meadowview Phase II (Registered Plan 27686), BE RECEIVED;
2. The application for Removal of Part Lot Control for Part of Lot 23 Concession 2, being Part 4, Plan 12R-18886, being Parts 1 through 82 inclusive, on Plan 12R-27686, known locally as Meadowview Subdivision, BE APPROVED; and,
3. By-law 2019-020 being a by-law to remove certain lands from Part Lot Control 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 is in receipt of an application for part lot control exemption under Section 50 of the Planning Act, R.S.O. 1990 c.P. 13, for Part of Lot 23 Concession 2 being Part 4, Plan 12R-27686, further being Parts 1 through 82 on Plan 12R-27686, known locally as Meadowview Subdivision.

Part Lot control is a provision under the Planning Act that regulates the transfer or sale of a lot within a registered plan of subdivision (registered plan in this case). Part Lot Control Exemption applications are alternative forms of land division to Plans of Subdivision and Consents. The Part Lot Control Exemption By-law will usually be in

place for a fixed period of time, after which the By-law will expire and the Part Lot Control provisions of the *Planning Act* come force and effect. Part Lot Control is most commonly used for townhouse developments after construction has started to accurately set the boundary lines between the townhouse units, create the parcels for sale and transfer the ownership.

### **3. DISCUSSION:**

The Town is in receipt of a request from Nor-built, for the Meadowview Subdivision development requesting that Council pass a By-law under Section 50 of the *Planning Act*, exempting Part Lot Control for Part of Lot 23 Concession 2 being Parts 1 through 82 inclusive on Plan 12R-27686, in the above. Approval of the Part Lot Control Exemption By-law will allow for the transfer of 26 lots for single detached dwellings and 56 lots for semi-detached units.

We have therefore prepared By-law 2019-020 for Council consideration providing that Subsection 5 for Section 50 of the *Planning Act*, R.S.O. 1990, c.P. 13, does not apply to the above mentioned lots. Section 50 (7) states:

*Designation of lands not subject to part lot control*

*(7) Despite subsection(5), the council of a local municipality, may by by-law provide that subsection (5) does not apply to land that is within such registered plan or plans of subdivision or parts of them as are designated in the by-law. 1996, c.4, s27(3).*

Subsection 7.3 of Section 50 of the *Planning Act*, R.S.O 1990, c.P.13 provides that the By-law concludes at the expiration of the time period specified in the By-law. Administration has prepared By-law 2019-020 providing for an expiration date of March 11, 2022. Part Lot Control will apply to the lands described upon expiration of the by-law.

In August of 2017, the applicant entered into a subdivision agreement with the Town of Amherstburg that has been registered against the lands. The new construction will be required to adhere to the original subdivision agreement, as amended through By-Law 2018-35 on June 25, 2018.

### **4. RISK ANALYSIS:**

The recommendation presents little to no risk to the municipality. The applicant will be responsible for applying for all necessary permits. When the parcels which are set out on the Reference Plan are conveyed to individual owners, the Part Lot Control Exemption By-law is allowed to lapse. A three year expiration date is a reasonable limit to allow the construction and conveyance of the units. If the construction of the units is not complete within the two year time frame the applicant can request an extension and renew the Part Lot Control Exemption By-Law.

**5. FINANCIAL MATTERS:**

All costs associated with the application are the responsibility of the applicant. There are no other financial implications resulting from the adoption of the Part Lot Control Exemption By-law.

**6. CONSULTATIONS:**

Bill King, Manager of Planning for the County of Essex was consulted as the approval authority for Part Lot Control Exemption applications throughout Essex County.

**7. CONCLUSION:**

Administration is recommending the approval of the request for part lot control exemption as the proposal is in compliance with the Town's planning documents and the Planning Act, R.S.O. 1990, c.P. 13. Council has the authority to pass the By-law and direct it to the County for final approval.



Mark Galvin

**Director of Planning, Development & Legislative Services**

**KD**

## Report Approval Details

Document Title:	Removal of Part Lot Control for Meadowview Phase II.docx
Attachments:	- Report to Council-Mar 11-Meadowview Phase II- ATTACHMENTS.pdf
Final Approval Date:	Feb 27, 2019

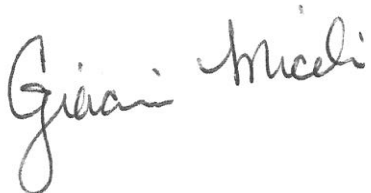
This report and all of its attachments were approved and signed as outlined below:



**Mark Galvin - Feb 25, 2019 - 2:24 PM**



**Cheryl Horrobin - Feb 25, 2019 - 7:55 PM**



**John Miceli - Feb 27, 2019 - 9:04 AM**



**Paula Parker - Feb 27, 2019 - 4:57 PM**

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2019-020**

**A by-law to remove certain lands from  
Part Lot Control  
(Registered Plan 12M-638, 12R-27686)**

**WHEREAS** Subsection 5 of Section 50 of the Planning Act, R.S.O. 1990, Chapter P13 provides that Part Lot Control shall apply where land is within a plan of subdivision;

**AND WHEREAS** Subsection 7 of Section 50 of the Planning Act provides that Council may by by-law provide that Subsection 5 does not apply to land that is within such registered plan of subdivision or part or parts thereof as is or are designated in the by-law, and, where the by-law is approved by the County of Essex, Subsection 5 ceases to apply to such land;

**AND WHEREAS** it is deemed desirable that the provisions of Subsection 5 shall not apply to certain lands within Registered Plan 12M-638.

**AND WHEREAS** Subsection 7.3 of Section 50 of the Planning Act provides that the by-law expires at the expiration of the time frame specified in the by-law.

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

1. Subsection 5 of Section 50 of the Planning Act, R.S.O. 1990, Chapter P13 does not apply to the following:

All and singular those certain parcels or tracts of land and premises situate, lying and being in the Town of Amherstburg, the County of Essex, and Province of Ontario and being composed of Part of Lot 23 Concession 2, being Parts 1 through 82 inclusive on Plan 12R-27686, known locally as Meadowview Subdivision.

2. That this By-Law shall come into force and effect upon approval thereof by the County of Essex.
3. That this By-law shall expire on the 11<sup>th</sup> day of March, 2022.

Read a first, second and third time and finally passed this 11<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
MAYOR – ALDO DICARLO

\_\_\_\_\_  
CLERK – PAULA PARKER

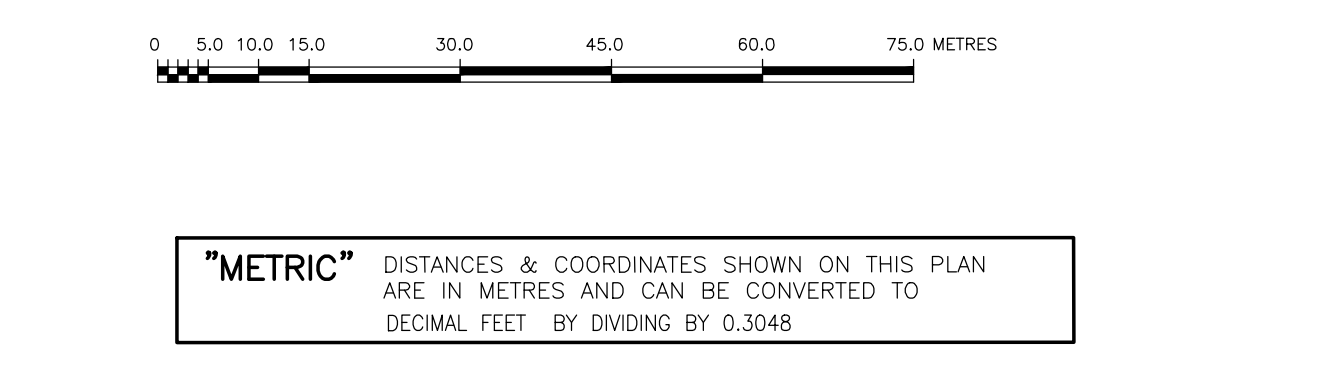






PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT	PLAN 12R-	
PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	DATE	DATE	
1				360.82 SQ M.	15				360.63 SQ M.	29				360.36 SQ M.	43				2175.84 SQ M.	57				494.35 SQ M.	71		
2				360.81 SQ M.	16				360.54 SQ M.	30				360.36 SQ M.	44				1358.03 SQ M.	58				494.35 SQ M.	72		
3				360.81 SQ M.	17				360.54 SQ M.	31				360.36 SQ M.	45				581.83 SQ M.	59				494.35 SQ M.	73		
4				360.81 SQ M.	18				360.54 SQ M.	32				360.36 SQ M.	46				651.11 SQ M.	60				494.35 SQ M.	74		
5				360.72 SQ M.	19				360.54 SQ M.	33				1238.24 SQ M.	47				662.66 SQ M.	61				630.78 SQ M.	75		
6				360.72 SQ M.	20				360.54 SQ M.	34				1267.13 SQ M.	48				663.56 SQ M.	62				976.95 SQ M.	76		
7				360.72 SQ M.	21				360.45 SQ M.	35				1309.54 SQ M.	49				814.89 SQ M.	63				778.50 SQ M.	77		
8				360.72 SQ M.	22				360.45 SQ M.	36				1852.58 SQ M.	50				839.96 SQ M.	64				778.50 SQ M.	78		
9				360.72 SQ M.	23				360.45 SQ M.	37				1832.07 SQ M.	51				755.12 SQ M.	65				778.50 SQ M.	79		
10				360.63 SQ M.	24				360.45 SQ M.	38				1721.98 SQ M.	52				755.12 SQ M.	66				778.50 SQ M.	80		
11				360.63 SQ M.	25				360.45 SQ M.	39				1554.38 SQ M.	53				839.73 SQ M.	67				568.89 SQ M.	81		
12				360.63 SQ M.	26				360.45 SQ M.	40				1306.82 SQ M.	54				494.35 SQ M.	68				465.77 SQ M.	82		
13				360.63 SQ M.	27				360.36 SQ M.	41				1259.68 SQ M.	55				494.35 SQ M.	69				465.77 SQ M.			
14				360.63 SQ M.	28				360.36 SQ M.	42				1223.85 SQ M.	56				494.35 SQ M.	70				465.77 SQ M.			

**PLAN OF SURVEY**  
 OF  
**BLOCKS 37 TO 45 (INCLUSIVE)**  
**PLAN 12M-638**  
 IN THE GEOGRAPHICAL TOWNSHIP OF MALDEN, NOW IN THE  
**TOWN OF AMHERSTBURG**  
**COUNTY OF ESSEX, ONTARIO**  
**CLARKE SURVEYORS INCORPORATED - 2019**  
 SCALE : 1:750 (METRES)



"METRIC" DISTANCES & COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO DECIMAL FEET BY DIVIDING BY 0.3048

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THE SURVEY WAS COMPLETED ON THE 28th DAY OF NOVEMBER, 2019.

DATE: \_\_\_\_\_

ROSS A. CLARKE  
 ONTARIO LAND SURVEYOR  
 for: CLARKE SURVEYORS INCORPORATED

**INTEGRATION DATA**

COORDINATES ARE DERIVED FROM GRIP OBSERVATIONS USING THE TOPNET NETWORK SERVICES AND REFERRED TO UTM ZONE 17 Q (WEST LONGITUDE) WITH 17 NAD83 (CSRS) (2011.0). COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF OREG 216/10

POINT ID	NORTHING	EASTING
ORP-A	N 4663440.204	E 327607.851
ORP-B	N 4663118.121	E 327585.248

**CAUTION:** COORDINATES CANNOT BE RELIABLY SHOWN ON THIS PLAN

**BEARING REFERENCE**  
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS ORP-A & ORP-B BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

**DISTANCE NOTE**  
 DISTANCE ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999942

**NOTES**

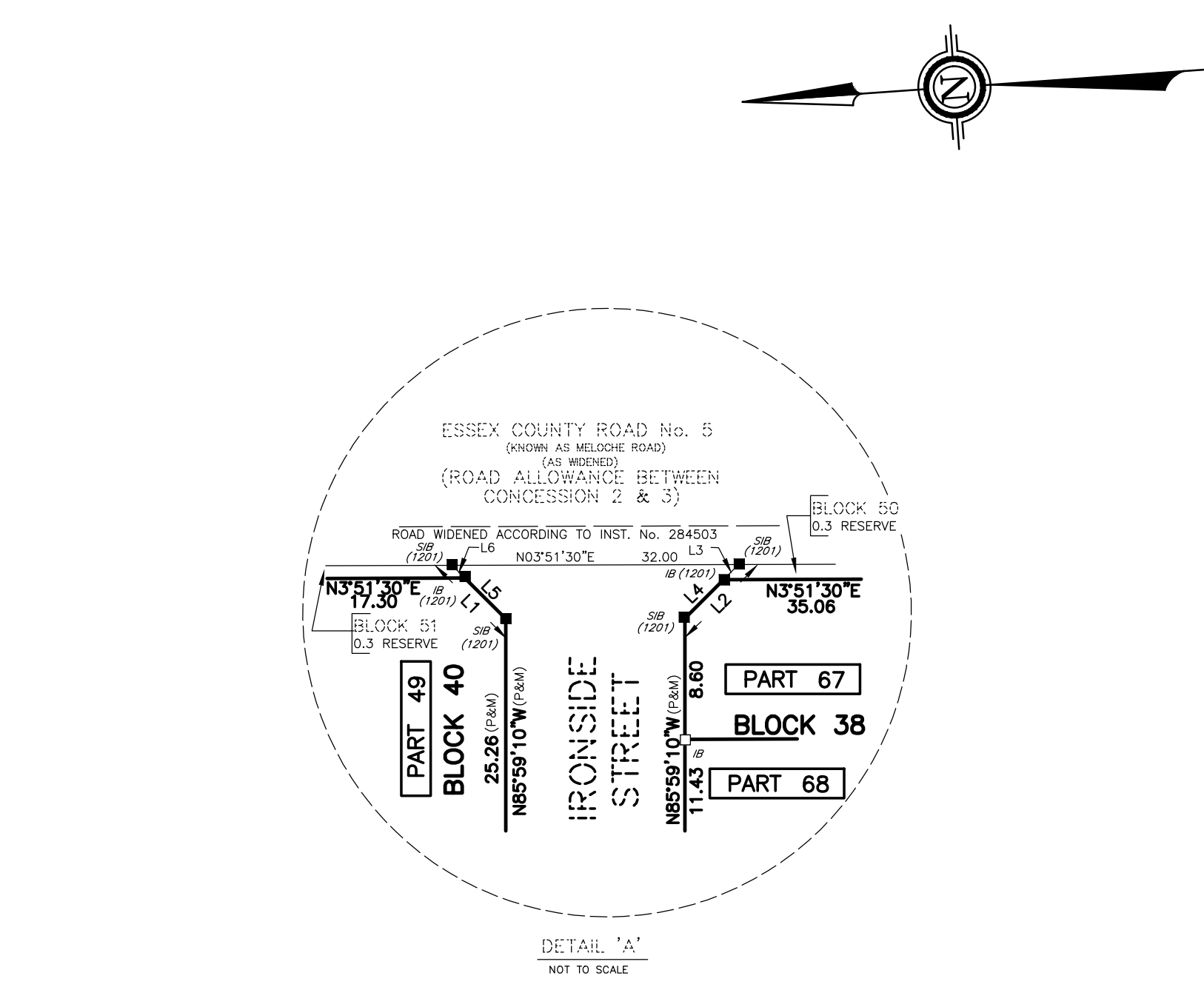
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- DENOTES SURVEY MONUMENT SET AND MARKED 1001 (S/P) DENOTES SET BY PROPORTION
- SMB DENOTES SHORT STANDARD IRON BAR
- SMB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- RB DENOTES ROUND IRON BAR
- CG DENOTES CUT CROSS
- (OU) DENOTES ORIGIN UNKNOWN
- WT. DENOTES WITNESS MONUMENT
- (1201) DENOTES ROSS A. CLARKE, D.L.S.
- (S/P) DENOTES SET BY PROPORTION
- (S/P) DENOTES SET BY PROPORTION
- (M) DENOTES MEASURED
- L DENOTES PERPENDICULAR DISTANCE
- (NTS) DENOTES NOT TO SCALE
- (P) DENOTES PLAN 12M-638
- (P1) DENOTES PLAN 12R-27422
- (P2) DENOTES PLAN 12R-6017

**CLARKE SURVEYORS INCORPORATED**  
 Ontario Land Surveyors  
 Consulting Surveyors  
 2535 Leprechaun Road  
 Tecumseh, Ontario  
 N8B 2X1  
 Ph. (519) 258-4166  
 Fax (519) 735-2155  
 www.clarkesurveyors.com  
 Established 1970

ASSOCIATE COMPANY  
**MACKAY MACKAY & PETERS**  
 L I M I T E D  
 Established 1968  
 BURLINGTON AND HAMILTON  
 ONTARIO

CAD DATE: 10/JAN/2019 9:55AM CAD FILE: \\N:\10160401\35440-00\35440-28.DWG

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CHECKED BY	KRB
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FILE	L-12M-638-BLK37
PLAN FILE	1H-620

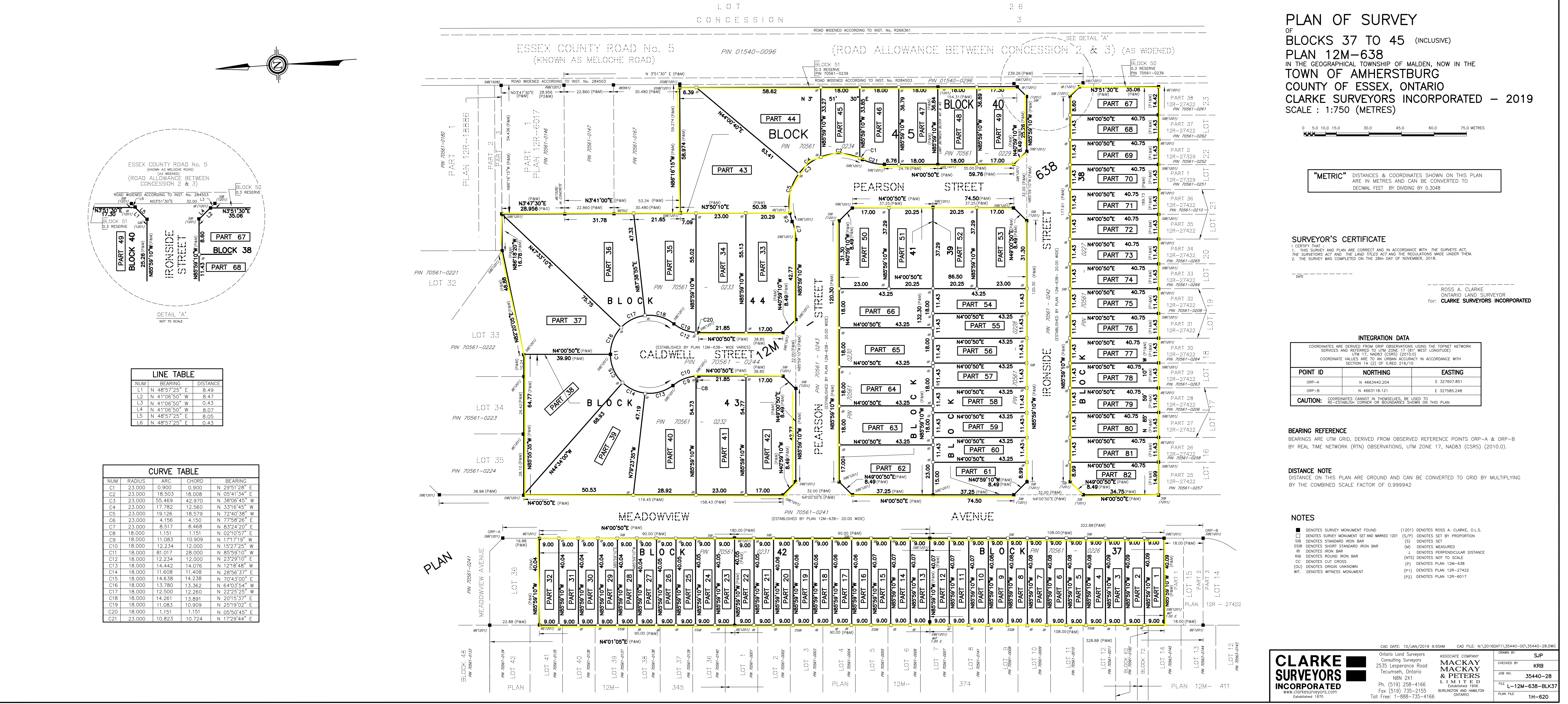


**LINE TABLE**

NUM	BEARING	DISTANCE
L1	N 48°57'25" E	8.49
L2	N 41°06'50" W	8.47
L3	N 41°06'50" W	0.43
L4	N 41°06'50" W	8.07
L5	N 48°57'25" E	8.05
L6	N 48°57'25" E	0.43

**CURVE TABLE**

NUM	RADIUS	ARC	CHORD	BEARING
C1	23.000	0.900	0.900	N 20°51'28" E
C2	23.000	18.503	18.008	N 05°41'34" E
C3	23.000	55.469	42.970	N 38°06'45" W
C4	23.000	17.782	12.560	N 33°16'45" W
C5	23.000	19.126	18.579	N 72°40'38" E
C6	23.000	4.156	4.150	N 77°58'26" E
C7	23.000	8.517	8.468	N 83°24'20" E
C8	18.000	1.151	1.151	N 02°10'57" E
C9	18.000	11.083	10.909	N 17°17'19" W
C10	18.000	12.234	12.000	N 15°27'25" W
C11	18.000	81.017	28.000	N 85°59'10" W
C12	18.000	12.234	12.000	N 23°29'10" E
C13	18.000	14.442	14.076	N 12°18'48" W
C14	18.000	11.608	11.408	N 28°56'37" E
C15	18.000	14.638	14.238	N 70°43'00" E
C16	18.000	13.780	13.362	N 64°03'54" W
C17	18.000	12.500	12.260	N 22°25'25" W
C18	18.000	14.261	13.891	N 20°15'37" E
C19	18.000	11.083	10.909	N 25°19'02" E
C20	18.000	1.151	1.151	N 05°30'44" E
C21	23.000	10.823	10.724	N 17°29'44" E





PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE											
PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA	PART	LOT	CON. / PLAN	PARCEL / PIN / INST.	AREA		
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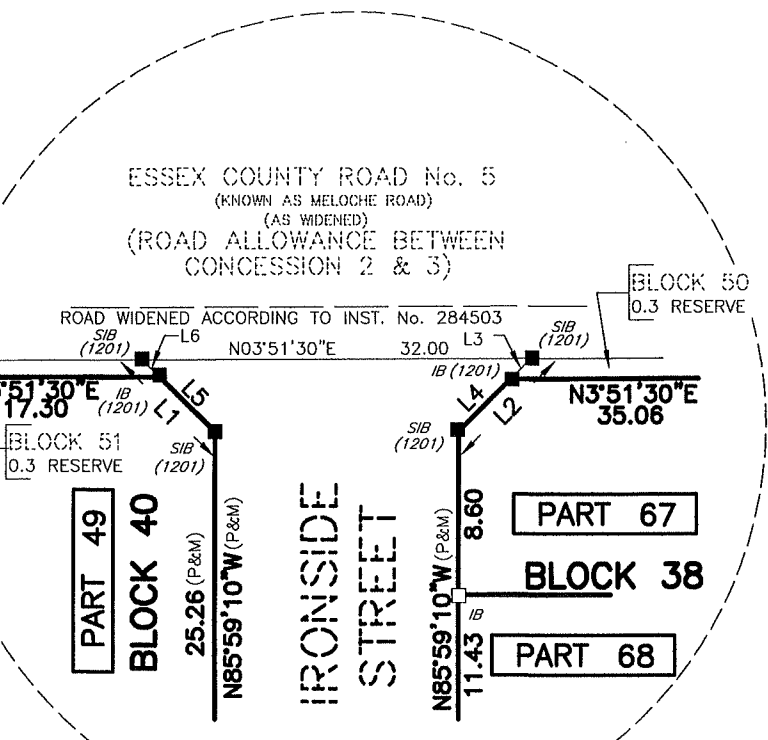
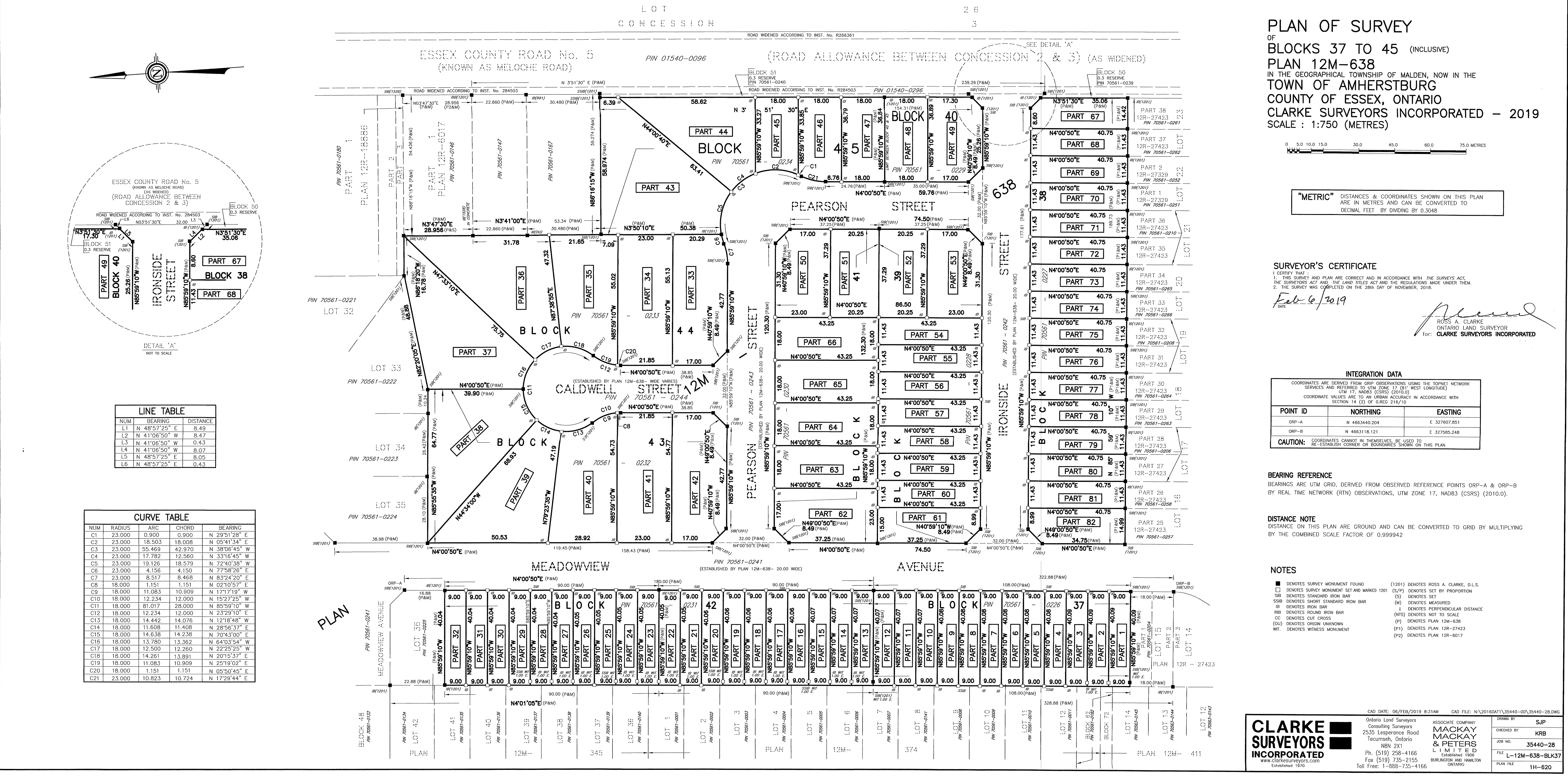
PLAN 12R-27686  
RECEIVED AND DEPOSITED  
DATE 2019 FEB 06  
MONA JRAIGE  
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

Feb 6/2019

ROSS A. CLARKE  
ONTARIO LAND SURVEYOR  
for CLARKE SURVEYORS INCORPORATED

PIN SUMMARY: PARTS 1 TO 12 ARE ALL OF PIN 70561-0226  
PARTS 13 TO 32 ARE ALL OF PIN 70561-0231  
PARTS 33 TO 37 ARE ALL OF PIN 70561-0233  
PARTS 38 TO 42 ARE ALL OF PIN 70561-0232  
PARTS 43 TO 47 ARE ALL OF PIN 70561-0234  
PARTS 48 TO 49 ARE ALL OF PIN 70561-0229  
PARTS 50 TO 51 & 62 TO 66 ARE ALL OF PIN 70561-0230  
PARTS 52 TO 61 ARE ALL OF PIN 70561-0228  
PARTS 67 TO 82 ARE ALL OF PIN 70561-0227



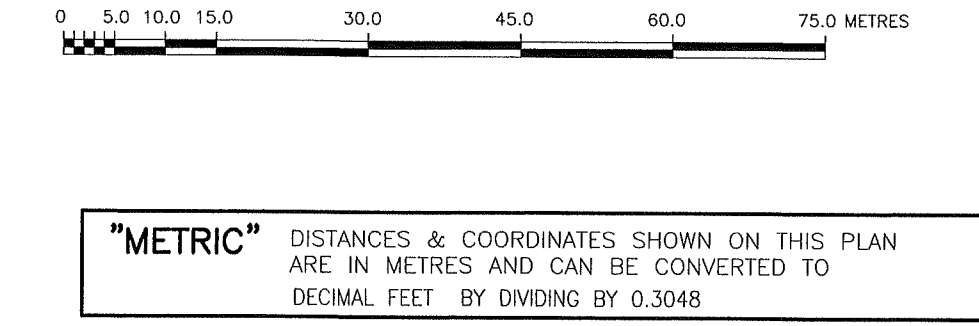
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C3	23.000	55.469	42.970	N 38°06'45" W
C4	23.000	17.782	12.560	N 33°18'45" W
C5	23.000	19.126	18.579	N 72°40'38" W
C6	23.000	4.156	4.150	N 77°58'26" E
C7	23.000	8.517	8.468	N 83°24'20" E
C8	18.000	1.151	1.151	N 02°10'57" E
C9	18.000	11.083	10.909	N 17°17'19" W
C10	18.000	12.234	12.000	N 15°27'25" W
C11	18.000	81.017	28.000	N 85°59'10" W
C12	18.000	12.234	12.000	N 23°29'10" E
C13	18.000	14.442	14.076	N 12°18'48" W
C14	18.000	11.608	11.408	N 28°56'37" E
C15	18.000	14.638	14.238	N 70°43'00" E
C16	18.000	13.780	13.362	N 64°03'54" W
C17	18.000	12.500	12.280	N 22°25'25" W
C18	18.000	14.261	13.891	N 20°15'37" E
C19	18.000	11.083	10.909	N 25°19'02" E
C20	18.000	1.151	1.151	N 05°50'45" E
C21	23.000	10.823	10.724	N 17°29'44" E

PLAN OF SURVEY  
OF  
BLOCKS 37 TO 45 (INCLUSIVE)  
PLAN 12M-638  
IN THE GEOGRAPHICAL TOWNSHIP OF MALDEN, NOW IN THE  
TOWN OF AMHERSTBURG  
COUNTY OF ESSEX, ONTARIO  
CLARKE SURVEYORS INCORPORATED - 2019  
SCALE: 1:750 (METRES)



"METRIC" DISTANCES & COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO DECIMAL FEET BY DIVIDING BY 0.3048

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 28th DAY OF NOVEMBER, 2019.

Feb 6/2019

ROSS A. CLARKE  
ONTARIO LAND SURVEYOR  
for CLARKE SURVEYORS INCORPORATED

INTEGRATION DATA

COORDINATES ARE DERIVED FROM CRIP OBSERVATIONS USING THE TOPNET NETWORK SERVICES AND REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) UTM 17, NAD83 (CSRS) (2010.0)

COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (3) OF OREG 216/10

POINT ID	NORTHING	EASTING
CRP-A	N 4863440.204	E 327807.851
CRP-B	N 4863118.121	E 327585.248

CAUTION: COORDINATES CANNOT IN THEMSELVES BE USED TO RE-ESTABLISH CORNER OR BOUNDARIES SHOWN ON THIS PLAN

BEARING REFERENCE

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS CRP-A & CRP-B BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

DISTANCE NOTE

DISTANCE ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999942

- NOTES
- DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT SET AND MARKED 1201
  - DENOTES STANDARD IRON BAR
  - DENOTES IRON BAR
  - DENOTES SHORT STANDARD IRON BAR
  - DENOTES IRON BAR
  - DENOTES ROUND IRON BAR
  - DENOTES CUT CROSS
  - DENOTES CROSS UNKNOWN
  - DENOTES WITNESS MONUMENT
  - (1201) DENOTES ROSS A. CLARKE, O.L.S.
  - (S/P) DENOTES SET BY PROPORTION
  - (S) DENOTES SET
  - (M) DENOTES MEASURED
  - (N) DENOTES PERPENDICULAR DISTANCE
  - (N/S) DENOTES NOT TO SCALE
  - (P) DENOTES PLAN 12M-638
  - (P1) DENOTES PLAN 12R-27423
  - (P2) DENOTES PLAN 12R-6017

CLARKE SURVEYORS INCORPORATED

Ontario Land Surveyors Consulting Surveyors

2535 Lesperance Road Tecumseh, Ontario N9V 2X1

Ph: (519) 258-4166 Fax: (519) 735-2155

www.clarke-surveyors.com

ASSOCIATE COMPANY MACKAY MACKAY & PETERS LIMITED

2535 Lesperance Road Tecumseh, Ontario N9V 2X1

Ph: (519) 258-4166 Fax: (519) 735-2155

www.mackay-mackay.com

Established 1970

CRP BY: SJP

CREATED BY: KRB

JOB NO.: 35440-28

FILE: L-12M-638-BLK37

PLAN FILE: 1H-620



## 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: Mark Galvin	Report Date: March 1, 2019
Author's Phone: 519 736-5408 ext. 2137	Date to Council: March 11, 2019
Author's E-mail: <a href="mailto:mgalvin@amherstburg.ca">mgalvin@amherstburg.ca</a>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Request for Proposals – Legal Services Retainer – Results

---

#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Director of Planning, Development and Legislative Services, dated March 1, 2019 regarding the Request for Proposals for Legal Services **BE RECEIVED**; and;
2. The Mayor and Clerk **BE AUTHORIZED** to enter into a retainer agreement between the Town and the following firms for a period of three (3) years with the potential for an extension for up to one (1) year:
  - a. Mousseau DeLuca McPherson Prince LLP
  - b. McTague Law Firm LLP
  - c. Shibley Righton LLP

#### 2. BACKGROUND:

In March 2015, the Town advertised a Request for Proposals ('RFP') for Legal Services. As a result of the 2015 RFP, three firms were recommended to Council and the Town subsequently entered into retainer agreements with those firms. The current retainers are set to expire in 2019.

The Town issued a new RFP in 2019 which closed on February 28<sup>th</sup>, 2019. The RFP was developed and issued in a manner that allowed respondents to respond to the RFP for all services or specific areas of practice. The municipality was seeking firms with any of the following specialized areas:

- 1) Municipal Law
- 2) Environmental Law
- 3) Construction Law
- 4) Municipal Finance, Tax and Assessment
- 5) Real Estate Law
- 6) Municipal Planning
- 7) Labour Law

**3. DISCUSSION:**

As noted, the RFP closed on February 28<sup>th</sup>, 2019. Respondents to the RFP were as follows:

- 1) Mousseau DeLuca McPherson Prince LLP
- 2) Rae Christen Jeffries LLP
- 3) MTE Paralegal Professional Corporation
- 4) Aird & Berlis LLP
- 5) McTague Law Firm LLP
- 6) Shibley Righton LLP

Submissions were reviewed by an evaluation committee comprised of the Director of Planning, Development and Legislative Services, the Town Clerk and Manager of Human Resources. Of the 6 proposals received, 2 firms offered a full range of legal services and 2 offered one area of specific practice. The chart below illustrates the RFP response by firm for designated service areas.

	General Municipal	Environmental	Construction	Finance, Tax & Assessment	Real Estate	Planning	Labour
Mousseau DeLuca McPherson Prince LLP	x	x	x	x	x	x	x
Rae Christen Jeffries LLP							x
MTE Paralegal PC				x			
Aird & Berlis LLP	x	x	x	x	x	x	x
McTague Law Firm LLP	x		x		x	x	x
Shibley Righton LLP	x		x		x	x	x

In reviewing the submission of all proponents and the accompanying lawyer profiles, all submissions received met the requirements of the RFP. The cost per hour provided by proponents ranged from \$150/hr to \$825/hr based on area of practise and experience. It should be noted that proponents from outside the region also submitted a mileage component for Town business at a cost ranging from \$0.40 to \$0.50 per kilometer.

In light of the proposals received Administration recommends the following firms for the approved legal services roster:

- Mousseau DeLuca McPherson Prince LLP
- McTague Law Firm LLP
- Shibley Righton LLP

The fees of the firms recommended for the roster are competitive. Although Administration recommends the use of these firms it does not preclude Administration or Council from using other firms if it is deemed necessary to do so either due to additional specialized expertise required and/or by the operation of conflicts.

**4. RISK ANALYSIS:**

Retainers with multiple firms allow for continuity, cost containment and for flexibility with respect to procuring specialized legal expertise required to provide advice to Council.

**5. FINANCIAL MATTERS:**

Utilization of external legal counsel may fluctuate depending upon the needs throughout the year. Through variance reporting, Administration will provide Council with updates as to the external legal cost.

**6. CONSULTATIONS:**

Town Clerk, Paula Parker  
Manager of Human Resources, Michelle Rose  
Financial Planning Administrator (Procurement), Bobbi Reive

**7. CONCLUSION:**

The continuation of a legal roster for legal services allows the Town flexibility while servicing its external legal requirements in an efficient and cost effective manner.



---

Mark Galvin  
**Director of Planning, Development and Legislative Services**

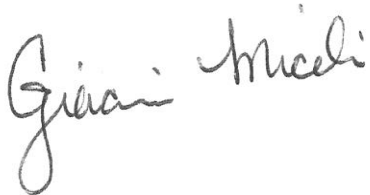
## Report Approval Details

Document Title:	Request for Proposals - Legal Services Retainer - Results.docx
Attachments:	N/A
Final Approval Date:	Mar 6, 2019

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



**Justin Rousseau - Mar 6, 2019 - 9:50 AM**



**John Miceli - Mar 6, 2019 - 12:59 PM**



**Paula Parker - Mar 6, 2019 - 1:16 PM**



## 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: Tammy Fowkes	Report Date: February 22, 2019
Author's Phone: 519 736-0012 ext. 2216	Date to Council: March 11, 2019
Author's E-mail: <a href="mailto:tfowkes@amherstburg.ca">tfowkes@amherstburg.ca</a>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Lay Member Term Adjustment – Essex Power Board of Directors

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#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Deputy Clerk dated February 22, 2019, regarding Lay Member Term Adjustment – Essex Power Board of Directors **BE RECEIVED**; and,
2. The term **BE EXTENDED** to December 31, 2020, for current Amherstburg lay member Bill Wark as requested by the Essex Power Board of Directors.

#### 2. BACKGROUND:

Mr. Bill Wark is Amherstburg's lay member on the Essex Power Board of Directors with a term set to expire on October 31, 2019.

Correspondence was received and is attached from Essex Power Corporation advising that the Board has identified the need to standardize the length of term and the timing of the appointment of Directors to ensure continuity of the Board.

#### 3. DISCUSSION:

Generally, the appointments of the municipal and lay member have offset each other; however, the timing of the offsets and duration of the term are not consistent for the Board at this time. The EPC Board believes there is value in



offsetting the municipal and lay member terms by two years so that the Board does not experience a significant turnover of Directors in a short period.

Although the Unanimous Shareholder Agreement allows each Shareholder to remove and appoint new representatives as they deem necessary, the EPC Board is requesting to align the term of appointments.

Currently, Amherstburg's municipal representative is Mayor Aldo DiCarlo with his term set to expire on December 31, 2022. By extending Mr. Wark's term to 2020, the next appointment to be made would be for the municipal representative in 2022 for a 4 year term (commencing January 1, 2023). This would satisfy the EPC Board's request to offset the appointments by two years.

Administration has contacted Mr. Wark and he has advised that he would be honoured to continue to represent the Town of Amherstburg under the extended term ending December 31, 2020; should Council approve the extension.

4. **RISK ANALYSIS:**

There is no risk associated with respect to extending Mr. Wark's term.

5. **FINANCIAL MATTERS:**

There are no financial implications with respect to extending Mr. Wark's term.

6. **CONSULTATIONS:**

The Municipal Clerk was consulted and concurs with the recommendation of the report.

7. **CONCLUSION:**

The EPC Board is requesting that Council extend Mr. Wark's term to December 31, 2020. Should Council grant the request, the next lay member appointment would be in place for January 1, 2021 for a 4 year term.



---

Tammy Fowkes  
Deputy Clerk



## Report Approval Details

Document Title:	Lay Member Term Adjustment - Essex Power Board of Directors.docx
Attachments:	- Correspondence re Lay Member - Essex Power Corp.pdf
Final Approval Date:	Feb 27, 2019

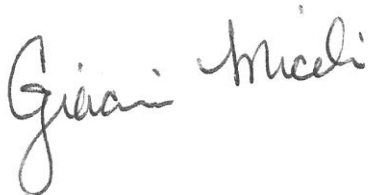
This report and all of its attachments were approved and signed as outlined below:



**Mark Galvin - Feb 22, 2019 - 10:46 AM**



**Cheryl Horrobin - Feb 25, 2019 - 9:25 PM**



**John Miceli - Feb 27, 2019 - 8:53 AM**



**Paula Parker - Feb 27, 2019 - 4:52 PM**



December 19, 2018

Mr. John Miceli, CAO  
271 Sandwich St S  
Amherstburg, ON N9V 2A5

Dear Mr. Miceli,

The Ontario Energy Board (OEB), our provincial regulator has established a performance based regulatory framework focused on Local Distributor Companies (LDC) achieving outcomes that deliver value to customers. The OEB views good corporate governance as a significant contributor to LDC performance and an important indicator of a LDC's capability in achieving the expectations embedded in the Renewed Regulatory Framework. Further to OEB initiative on governance at the LDC Board level, Essex Power Corp (EPC) will undertake a broader review of governance in relation to the HoldCo Board and all subsidiary boards with completion of review and recommendation to the EPC Board scheduled for 2019.

As part of our preliminary governance work, one area of governance identified in need of standardization is that of Director Terms: the length of term, and the timing of the appointment of both the Shareholder municipal and layperson representatives, ensuring continuity on the Board. Generally, the appointments of municipal and layperson have offset each other, however, the timing of the offsets and duration of the term are not consistent at this point in time. The EPC Board has agreed that there is value in having the municipal and layperson terms as directors offset each by two years so that the Board does not experience significant turnover during an end of term changeout for either municipal and layperson directors.

At the direction of the Essex Power Board of Directors we are reaching out to the Shareholders regarding the appointment term of the shareholder layperson representative on the Board. Council will be or have reappointed the Municipal representatives at December and/or early January Council Meetings, we assume the appointments will be for a four-year term. We would like to request the Shareholder to consider aligning the reappointment of layperson director such that all terms of appointments are for four years and that the next full term of such an appointment would be January 1, 2021. Further terms would be reset every 4 years from that date.

Please note, that the Unanimous Shareholder Agreement allows each Shareholder to remove and appoint new representatives as they deem necessary. It is our hope that with our governance work in 2019, we can establish a formal Terms of Reference for all Director appointees that demonstrate to our Shareholders the proper governance needed to keep Essex Power a successful and prosperous company.



The current layperson term (Bill Wark), expires October 31, 2019.

At this time, we are asking the Town of Amherstburg to consider extending the current layperson term to end on December 31, 2020 and to adjust future layperson appointments periods such that we can achieve the appropriate term offset between municipal and layperson appointments.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Ray J. Tracey', is written over a light blue circular stamp.

Raymond J. Tracey, P.Eng.  
President & CEO  
Essex Power Corp

RT/jm



Essex County Steam & Gas Engine Museum Inc.  
11081, Con. 11, P.O. Box 1176  
McGregor, Ontario, N0R 1J0

A Charitable Organization

Office: 519-726-0606

[www.essexsteamandgasengine.com](http://www.essexsteamandgasengine.com)

E-mail: [esagec@primus.ca](mailto:esagec@primus.ca)

The **Essex County Steam & Gas Engine Museum** is happy to celebrate its **35th Anniversary** in 2019. We have the largest collection of steam engines in Essex County. Our working relationship with the Town of Essex and Amherstburg and Co-An Park has continued in supporting the interests of our people and community. Our Show dates are **August 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 2019**.

Our 35th Show book featuring "**Massey Harris, Tractors and Machinery**" is printed and distributed throughout Essex County, Kent County and United States.

Please mark your calendar for the **Tractor Parade** on Saturday, August 10<sup>th</sup> time is 9 A.M. Meet at St. Clements Church on Walker Rd, travelling through McGregor to our Steam & Gas Engine Museum on Concession 11. Everyone welcome.

**\*\*** If you would be interested in donating a **Door Prize** for our 50/50 draw it would be appreciated.

Thank you for your consideration and support of Essex County Steam & Gas Engine Museum.

Brenda Allen (519)818-3535 or 726-5335

7031 Alma Street Amherstburg Ont.N9V 0C8

Email:[grandma7031@gmail.com](mailto:grandma7031@gmail.com)



*Mayer - complimentary  
Council - 1/4 pg black white*

RECEIVED

MAR 1 - 2019

**Essex County Steam & Gas Engine Museum Inc.  
2019 Annual Show Book** Town of Amherstburg



This year's feature is Massey Harris tractors and machinery.

Our 2019 Show Book Ad rates are very reasonable. Please consider placing your ad in our Show Book.

This is our 35<sup>th</sup> year. The Essex County Steam & Gas Engine Museum Inc. would like to invite you to advertise in our 2019 Show Book.

Each year we publish 4500 copies for distribution in and around Essex and Kent Counties. Show Book advertisements are black & white or full colour. The cost of colour upgrade is very reasonable and will be located in the centre sections of the book. Ads can be purchased from any member of the Essex County Steam & Gas Engine Museum Inc.

Please provide a recent business card or a copy of the advertisement you would like to be used. Changes to a previous ad can also be made; please provide the information needed for those changes.

Advertising information and any changes you may need can be emailed to our Show Book editor at [rsesbulletin@aol.com](mailto:rsesbulletin@aol.com) or mailed to the address shown below:

Payment for your ad can be given to any member or mailed to the address shown below:

**Deadline for this year's ads will be April 20, 2019,**  
Any later, we cannot guarantee your ad will get into the 2019 Show Book.

**Essex County Steam & Gas Engine Museum Inc.  
Co-An Park 11081 Con. 11, PO Box 1176  
McGregor, Ontario, N0R 1J0  
[rsesbulletin@aol.com](mailto:rsesbulletin@aol.com)  
[www.essexsteamandgasengine.com](http://www.essexsteamandgasengine.com)**

	Black & White	Colour
<b>Business Card</b>	<b>\$45.00</b>	<b>\$55.00</b>
<b>1/6 page</b>	<b>\$75.00</b>	<b>\$95.00</b>
<b>1/4 page</b>	<b>\$115.00</b>	<b>\$140.00</b>
<b>1/2 page</b>	<b>\$165.00</b>	<b>\$215.00</b>
<b>Full page</b>	<b>\$275.00</b>	<b>\$375.00</b>
<b>Inside cover</b>	<b>N/A</b>	<b>\$390.00</b>
<b>Back cover</b>	<b>N/A</b>	<b>\$440.00</b>

Name of Advertiser: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Advertisement size: \_\_\_\_\_

Cost of Ad: \_\_\_\_\_ Colour:  B & W  Cash  Cheque

Name of Seller: Brenda Allen

7031 Alma Street Amherstburg

N9U 0C8

519-726-5335

*Please could you back to me  
Thank-You*



2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**SENT VIA EMAIL** (gcoulombe@matticevalcote.ca)

March 5, 2019

Municipality of Mattice-Val Côté  
P. O. Bag 129  
Mattice, ON P0L 1T0

**Attn: Guylaine Coulombe, CAO/Clerk**

**RE: KINGSVILLE TOWN COUNCIL SUPPORT OF MATTICE-VAL CÔTÉ TOWN COUNCIL'S RESOLUTION ON PARAGRAPH 4 OF THE DECLARATION OF OFFICE**

At its Regular Meeting held Monday, February 11, 2019 Council of the Town of Kingsville supported Council of the Township of Mattice-Val Côté's Resolution passed December 10, 2018 as follows:

**"130-2019**

**Moved By** Councillor Kimberly DeYong

**Seconded By** Councillor Laura Lucier

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kingsville received the resolution and correspondence from the Township of Mattice-Val Côté regarding Council Members' Declaration of Office;

AND THAT Council endorses and supports the replacement of paragraph four of the Declaration of Office with the following wording: "I will be faithful and bear true allegiance to my country, Canada, and to its three founding nations",

AND THAT a copy of this resolution be forwarded to the Ministry of Municipal Affairs and Housing, to the Premier of Ontario, and to our provincial and federal parliament representatives and to all Ontario municipalities.

**CARRIED"**

-Page 2-

A copy of your correspondence is enclosed.

Yours very truly,

A handwritten signature in blue ink that reads "Jennifer Astrologo". The signature is written in a cursive style with a large initial "J".

Jennifer Astrologo, Director of Corporate Services/Clerk  
Corporate Services Department

JA/so

Enclosure

cc:	The Hon. Doug Ford, Premier of Ontario	premier@ontario.ca
	The Hon. Steve Clark, Minister of Municipal Affairs & Housing	minister.mah@ontario.ca
	Tracey Ramsey, MP	tracey.ramsey@parl.gc.ca
	Taras Natyshak, MPP	tnatyshak-gp@ndp.on.ca
	All Ontario Municipalities	

## Sandy Kitchen

---

**From:** Sandy Kitchen  
**Sent:** Thursday, January 24, 2019 1:20 PM  
**To:** Sandy Kitchen  
**Subject:** FW: Council resolution - Declaration of office  
**Attachments:** Oath of allegiance.pdf

----- Original message -----

**From:** Suzanne Fauchon <[sfauchon@matticevalcote.ca](mailto:sfauchon@matticevalcote.ca)>  
**Date:** 2019-01-11 8:38 AM (GMT-05:00)  
**To:** [gscharback@westelgin.net](mailto:gscharback@westelgin.net), [guillaume.richy@valharty.ca](mailto:guillaume.richy@valharty.ca), [harlytwp@parolink.net](mailto:harlytwp@parolink.net), [harris@parolink.net](mailto:harris@parolink.net), [harris@whitby.ca](mailto:harris@whitby.ca), [hcmclerkmreith@gamil.com](mailto:hcmclerkmreith@gamil.com), [heather.boyd@brant.ca](mailto:heather.boyd@brant.ca), [hkasprick@kenora.ca](mailto:hkasprick@kenora.ca), [hscott@osmtownship.ca](mailto:hscott@osmtownship.ca), [hsoady-easton@grimbsby.ca](mailto:hsoady-easton@grimbsby.ca), [hthomson@sdgcounties.ca](mailto:hthomson@sdgcounties.ca), [info@stirling-rawdon.com](mailto:info@stirling-rawdon.com), [jackiet@northmiddlesex.on.ca](mailto:jackiet@northmiddlesex.on.ca), [jallen@latchford.ca](mailto:jallen@latchford.ca), [jamini@frontenacounty.ca](mailto:jamini@frontenacounty.ca), [Janet.Pilon@hamilton.ca](mailto:Janet.Pilon@hamilton.ca), [jaremy.hpayne@bellnet.ca](mailto:jaremy.hpayne@bellnet.ca), Jennifer Astrologo <[jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca)>, [jault@frontofyonge.com](mailto:jault@frontofyonge.com)  
**Subject:** Council resolution - Declaration of office

Good morning,

Our Municipal Council recently passed a resolution asking the Minister of Municipal Affairs and Housing to amend paragraph 4 of municipal council members' Declaration of office.

Enclosed herewith you will find a copy of said resolution, and of its accompanying letter, which have been sent to the Minister, to the Premier and to our parliament representatives.

We would appreciate your support in this regard.

Sincerely,



**Guyline Coulombe**  
CAO/Clerk  
Township of Mattice – Val Côté  
[gcoulombe@matticevalcote.ca](mailto:gcoulombe@matticevalcote.ca)  
Tel: 705-364-6511  
Fax: 705-364-6431  
[www.matticevalcote.ca](http://www.matticevalcote.ca)



Municipalité de  
Municipality of

**m**ATTICE-  
**V**AL CÔTÉ



Sac postal / P.O. Bag 129, Mattice, Ont. P0L 1T0  
(705) 364-6511 – Fax: (705) 364-6431

December 11<sup>th</sup>, 2018

Ministry of Municipal Affairs and Housing  
Office of the Minister  
777 Bay Street, 17<sup>th</sup> Floor  
Toronto, ON  
P5G 2E5

Attention: Honourable Steve Clark, Minister

Honourable Minister,

Re: Paragraph 4 of the Declaration of Office

---

Section 232 of the *Municipal Act, 2001 (Ontario)* provides that a person cannot take a seat on the council of a municipality until he or she takes the declaration of office on the form established by the Minister for that purpose.

In its current version, the declaration of office contains a statement whereby newly elected members of Council promise and declare their faith and allegiance to the Queen. Said statement is considered by many as irrelevant to the current political state of affairs, while many others find it simply offensive.

The Municipality of Mattice – Val Côté recently passed the enclosed resolution requesting that your Ministry amend paragraph 4 of the Declaration of Office in order to address these very legitimate concerns.

Sincerely yours,

Marc Dupuis  
Mayor

Encl. Resolution no. 18-190



Meeting no. 18-15

Resolution no. 18-190

Date: December 10<sup>th</sup>, 2018

Moved by: Daniel Grenier

Seconded by: Steve Brousseau

WHEREAS the requirement for members of municipal Council to be faithful and to bear true allegiance to the Queen is considered by many to be outdated and representative of a different era, and;

WHEREAS said requirement can go against or be contrary to an individual's culture, principles and beliefs, and;

WHEREAS said requirement presents an obstacle for some individuals who would have otherwise been willing to run for Council and serve at the municipal level of government;

NOW THEREFORE BE IT RESOLVED THAT the Ministry of Municipal Affairs and Housing and its Minister modify the wording of paragraph four of the Declaration of Office to make it more inclusive and representative of the times, and;

BE IT FURTHER RESOLVED THAT the Ministry consider replacing paragraph four of the Declaration of Office with the following wording: "I will be faithful and bear true allegiance to my country, Canada, and to its three founding nations", and;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Ministry of Municipal Affairs and Housing, to the Premier of Ontario, Doug Ford, to our provincial and federal parliament representatives, Guy Bourgouin and Carol Hughes, and to all Ontario municipalities.

Carried  Defeated  Deferred

Mayor, Marc Dupuis  
Presiding Officer

**Recorded Vote**


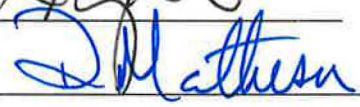
(unanimous unless indicated below)

Name	Yeas	Neas	Abstention
Dupuis, Marc			
Brousseau, Steve			
Grenier, Daniel			
Lemay, Richard			
Malenfant, Joyce			

Certified by:

  
Guylaine Coulombe, CAO/Clerk

THE CORPORATION OF THE  
**TOWN OF SAUGEEN SHORES**

MOVED BY:  RESOLUTION NO: 17-2019  
SECONDED BY:  DATE: February 11, 2019

Whereas The Town of Saugeen Shores believes that building modern infrastructure is important, and that good quality infrastructure supports job creation and helps attract businesses and residents to our community and communities across the Province of Ontario; and

Whereas Recreation Infrastructure is one of the most important core investments that can be made into the prosperity, health, and security of urban and rural communities; and

Whereas the need for infrastructure renewal projects far exceeds the capital available in municipalities for investment in Recreation Infrastructure; and

Whereas Recreation Infrastructure is often put to the bottom of the list, as other infrastructure takes priority; in fact, there has not been a meaningful Recreation Infrastructure program since 2008; and

Whereas the Province of Ontario places long term borrowing restrictions on Municipalities; and

Whereas Saugeen Shores does not have the borrowing capacity to fund these large scale projects; and

Whereas some Municipalities do have the capacity to fundraise and borrow to 1/3 of project costs but rely on other levels of Government for remaining partnership funding; and

Whereas, while the Town of Saugeen Shores welcomes the inclusion of Recreation Infrastructure funds through the Gas Tax Fund, it is apparent that Gas Tax Funds alone are not sufficient to support large scale Recreation Infrastructure projects; and

Whereas the Town of Saugeen Shores agrees with both Parks and Recreation Ontario and with the Association of Municipalities of Ontario that the infrastructure gap will continue to grow, especially once all of the municipal asset plans are completed; and

Whereas both the Federal and Provincial Government could leave a positive and lasting impact on rural communities by helping municipalities to renovate or build new Recreation Facilities, and in the process create cost savings to our health system. After all, health is a Provincial expense, and as citizens live healthier lifestyles and maintain healthy bodies, this leads to less frequent visits to doctors' offices, hospital emergency departments and rehabilitation centres, and consequently less costs towards medical costs; and

Whereas in 2016 the Federation of Canadian Municipalities study found that nearly half of all types of sport and recreation facilities in Canada are in fair or poor condition, with a replacement value of \$23 billion across Canada; and

Whereas in Ontario, the replacement value for aging pools, arenas and community centres in fair or poor condition in Ontario is estimated to be \$6 billion (Parks and Recreation Ontario); and

Whereas the Province of Ontario has endorsed the Framework for Recreation in Canada 2015: Pathways to Wellbeing; and that the vision for the Framework is "a Canada where everyone is engaged in meaningful, accessible recreation experiences..." and that the first goal of the Framework is that governments should enable participation in physically active recreation; and

Whereas the Framework for Recreation in Canada has as priority 4.3 as follows: "Enable communities to renew Recreational Infrastructure as required and to meet the need for green spaces by securing dedicated government funding at all levels.... for the necessary development, renewal and rehabilitation of facilities and outdoor spaces"; and

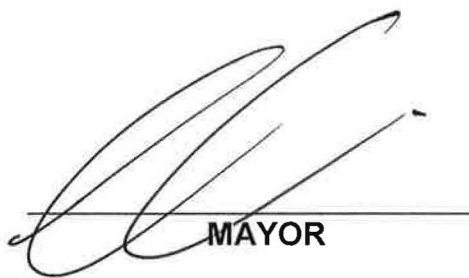
Whereas through the Investing in Canada Plan, the Government of Canada is investing over \$180 billion over 12 years in Infrastructure projects across Canada with these investments being made by 14 Federal Departments and Agencies; and

Whereas the Governments of Canada and Ontario signed a bi-lateral agreement on March 14th, 2017 and created the “Investing in Canada Infrastructure Plan”; and be it

Resolved that the Council of the Town of Saugeen Shores requests that the Government of Canada and the Province of Ontario move forward with accepting applications for funding agreed to by the Governments of Canada and Province of Ontario under the “Investing in Canada Infrastructure Program” to help address the Recreation and Culture Capital Infrastructure deficit that currently exists across Canada; and

Further, that this resolution and background Council Report be forwarded to all Ontario Municipalities, Provincial and Federal Government’s, local MP’s and MPP’s, Parks and Recreation Ontario, and the Association of Municipalities of Ontario, requesting their support.

- Carried
- Defeated
- Deferred
- Referred
- Tabled
- Withdrawn



**MAYOR**

**DIVISION OF RECORDED VOTE**

	YES	NO	ABSENT	PEC INT
CHARBONNEAU				
CARR				
GRACE				
MATHESON				
MYATT				
MYETTE				
RICH				
SHRIDER				
SMITH				





## COUNCIL REPORT

Meeting Date: Mike Myatt, Vice Deputy Mayor

Subject: Request to Governments of Canada and Province of Ontario to open the application process for the Bi-lateral "Investing in Canada Infrastructure Program" that was signed on March 14<sup>th</sup>, 2017

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### **Background**

The Town of Saugeen Shores, a community population of approximately 14,000 and growing, is faced with a problem that many Ontario Municipalities are experiencing. Many of our recreation and cultural facilities were built in the 1970's and 1980's and now require modern upgrades or replacement. Our pool is over 40 years old and needs to be replaced; our 100 year old Town Hall is in need of repairs; our ball diamonds are aging and our Southampton Ice Facility requires significant repairs. For a community our size, these facilities represent community hubs; they represent gathering places and facilities where members of our community can exercise their mind and bodies on route to living healthier lives. Our residents want to be active, some are active now, but our aging facilities are becoming a deterrent for those who wish to live active lifestyles. In most cases, the Town of Saugeen Shores is able to fundraise and borrow for 1/3 of the cost to make these facility replacements become a reality, but we need bi-lateral funding between the Federal Government and Provincial Government to allow for capital funding allocations to support these facility upgrades or in some cases to support total replacement.

Like other essential municipal infrastructure, Recreation and Cultural Infrastructure is in need of investment. A 2007 study by Parks and Recreation Ontario revealed that over \$5 billion in deferred capital investment is required to repair or replace existing recreation facilities in Ontario – that number is now \$6 billion. The same study showed that 50% of municipally-owned Recreation Infrastructure is at or near the end of its expected lifespan. Additionally, all community recreation facilities that are in mid-life cycle require renovation or upgrades, consistent with their age. Many community facilities built before 1990 require retrofit investments to protect customer safety, improve energy efficiency or enhance services particularly from an accessibility standpoint.

Nationally, the Canadian Recreation and Parks Association (CPRA), an alliance of all 13 provincial and territorial recreation and park associations, has continued to research this issue. CPRA participated on the Advisory Board for the 2016 Canadian Infrastructure Report Card 5. This Report Card includes data on municipal recreation facilities and the results show that almost 1 in 2 recreation facilities are in 'very poor', 'poor' or 'fair' condition and need repair or replacement. In comparison to other municipal infrastructure assessed in the Report Card, recreation facilities were in the worst state and require immediate attention. Furthermore, new facilities are required to meet future needs linked to rapid population growth being experienced by the Town of Saugeen Shores.

Through budget 2016, the Federal Government allocated \$14.4 billion in new funding for the repair and modernization of key Infrastructure. This funding via the Investing in Canada Plan has gone towards vital public transit systems, clean water and wastewater systems, and Social Infrastructure such as affordable housing. These are all very important needs for many communities in Ontario, but the Town of Saugeen Shores would like to suggest that replacement of aging recreation facilities is also a high priority for Municipalities.

Building on the first phase of the Investing in Canada Plan, \$81.2 billion in additional funding was made available in the Federal 2017 budget to support five priority areas over the next decade: Public Transit, Green, Social, Trade and Transportation, and Rural and Northern Communities' Infrastructure and provides predictable funding and focusses on large-scale transformational projects.

The Governments of Canada and Province of Ontario have an infrastructure agreement that was signed March 14<sup>th</sup>, 2017, and this bi-lateral agreement now includes a new stream named "Community, Culture, and Recreation". The Town of Saugeen Shores needs to request this program be opened in the short term to allow our community and other communities around the Province to submit applications. It is this next phase that Saugeen Shores Council needs to start lobbying our MP and MPP for Provincial and Federal support to help make this happen.

**The attached Motion is being proposed for Council consideration and pending approval, it is being recommended that the Town of Saugeen Shores encourages all Municipalities in the Province of Ontario to pass a similar motion and forward to the Governments of Canada and Province of Ontario to stress the importance of opening the application process for Recreation and Culture Infrastructure funding under the "Investing in Canada Infrastructure Program".**

Respectfully Submitted  
Mike Myatt, Vice Deputy Mayor

# Proclamation



The Corporation of the Town of Amherstburg

## *“Purple Day”*

*Whereas Purple Day is a global effort dedicated to promoting epilepsy awareness in countries around the world;*

*Whereas epilepsy is one of the most common neurological conditions, estimated to affect over 50 million people worldwide and over 3 million people in the United States;*

*Whereas one in ten persons will have at least one seizure during his or her lifetime;*

*Whereas the public is often unable to recognize common seizure types, or how to respond with appropriate first aid; and,*

*Whereas Purple Day will be celebrated on March 26 annually to increase understanding, reduce stigma and improve the quality of life for people with epilepsy throughout the country and globally.*

*Now, therefore, I Mayor Aldo DiCarlo, do hereby proclaim March 26, 2019, “Purple Day”, in the Town of Amherstburg.*

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Aldo DiCarlo, Mayor



**AMHERSTBURG COMMITTEE OF ADJUSTMENT**

Minutes of a meeting of the Amherstburg Committee of Adjustment held Tuesday, December 11, at 7:30 a.m. in the Council Chambers.

Present: D. Cozens, S. Ducedre, D. Shaw, J. Mailloux, M. Prue

Also Present: R. Belanger, Secretary/Planner, S. Sinasac, Assistant Planner

Introductions of the Committee members and administration.

**DISCLOSURE OF INTEREST**

There were no disclosures of interest.

**ADOPTION OF MINUTES**

Moved by J. Mailloux  
Seconded S. Ducedre

That the Committee move approval of the minutes held November 27, 2018.

-carried-

**APPLICATIONS**

**(1) A/26/18** Susan E. Whelan and Theresa A. Whelan  
W/S Front Road N  
3729-420-000-11800

Public in Attendance: Susan Whelan, Theresa Whelan, Joe Dupont (737 Front Road N)

The applicant is requesting relief from Zoning By-law 1999-52, as amended, to permit the construction of a single detached dwelling on a lot with a land mass of 1400 sq m (15,071.76 sq ft). Section 6(3)(g) permits a maximum lot coverage of 30% (4,522 sq ft) in a Residential Type 1A (R1A) Zone. The applicant is requesting a total lot coverage of 32% (4,823 sq ft) for the construction of a single detached dwelling. Therefore the amount of relief requested is 2% (301 sq ft).

Relief is being requested for a reduced setback from the Detroit River shoreline of 6 m (20 ft) where Section 3(23)(d)(ii) requires an 8 m (26 ft) setback from the protected shoreline. Therefore the amount of relief requested is 2 m (6 ft).

Relief is also being requested from Section 3(23)(a) which requires a minimum 26 m (85 ft) setback from the centerline of a County Road. The proposed setback from the centerline of the County Road for the proposed construction is 18.3 m (60 ft). Therefore the amount of relief requested is 7.62 m (25 ft).

The subject property is designated Low Density Residential in the Town's Official Plan and zoned Residential Type 1A (R1A) Zone/ Environmental (EP) Zone in By-law 1999-52, as amended.

The following correspondence was received from the various agencies and residents circulated:

- (i) Letter dated December 4, 2018 from the Essex Region Conservation stating:
  - *The above noted lands are subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the*

Conservation Authorities Act, (Ontario Regulation No. 158/06). The parcel falls within the regulated area of the West Ouellette Drain and Detroit River. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by the regulations. Our office has been in contact with the owner and their engineering consultant and are confident that the design can afford required protection with the relief being sought under this minor variance application.

- Our office has reviewed the proposal and has no concerns relating to stormwater management.
  - Our information indicates that the subject parcel is likely to support fish habitat. As per Section 2.1.6 of the PPS 2014 – “Development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements.” Inquiries regarding the applicability of fish habitat to the property should be made to the federal Fisheries and Oceans Canada website: [www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html](http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html).
  - The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.
  - Our office has no objection to this minor variance application. We request to receive a copy of the Notice of Decision on this application.
- (ii) Letter dated December 10, 2018 from the County of Essex stating:
- Please be advised that the County has reviewed the aforementioned application and the comments provided are engineering related only. This application has not been reviewed from a planning perspective. The road was formerly King's Highway 18 until it was downloaded to the County of Essex.
  - The minimum setback for any proposed structures on this property must be 25 feet from the west limit of the original ROW of County Road 20 for a proposed structure. Permits are necessary for any changes to existing entrances and structures, or the construction of new structures.
  - We are requesting a copy of the Decision of the aforementioned application. Thank you for your assistance and cooperation in this matter.
- (iii) Email dated November 29, 2018 from the Engineering and Public Works Department stating:
- Setback reductions from the Detroit River Shoreline and County Road 20 should be approved by ERCA and the County of Essex respectively.
  - In addition, the applicant should be made aware that the subject lot abuts the outlet of the Ouellette Drain, which is a Municipal Drain located adjacent to the northern shorewall of the subject property. The proposed six metre setback from the shorewall must be kept clear of permanent obstructions that could impede the usage of heavy construction machinery that may be needed to maintain the outlet of the drain in the future. This work may include, but is not necessarily limited to, the removal of blockages such as tree limbs, sediment buildup, flotsam and jetsam, etc. Structures, sidewalks, landscaping, fencing, air conditioning units, or other items that cannot be removed or may become damaged during maintenance operations should not be installed, erected, or otherwise placed in the area between the house and the shorewall. In the event that something of this nature has been installed by the landowner, and maintenance to the drain is needed, the cost to remove the impedance, if required for access to the work, will be at the expense of the landowner.
- (iv) Email dated December 7, 2018 from the Fire Department indicating no objections to the application.
- (v) Planning Report dated December 5, 2018 from Rebecca Belanger.

Committee Discussion:

The applicants presented the concept of the application. The applicants stated that the

actual design of the house is not finalized but the variance is needed so that the architect can design a building footprint. The applicants met with ERCA regarding what ERCA has determined is necessary in shore improvements and setbacks including steel walls. The variance along the County Road is in line with other variances given along Front Road N. The Committee members questioned the registered plan that was provided with the application. The registered plan showed easements that allowed the County to improve the highway. The applicants indicated understanding that the County and the Town have the right to improve the road and drain which includes access to the northern portion of the lot. The Committee questioned whether ERCA will be satisfied with the reduced setbacks from Detroit River. The applicants and Rebecca Belanger have been in contact with ERCA and they are satisfied that their concerns can be met with the proposed setbacks and shore work. Most of the dwelling would be setback much further than 6 m, only a portion of the building would be subject to the reduced setbacks. The County provided correspondence which stated that the building must be setback a minimum of 25 ft from the west limit of the original right of way. The applicants stated that they will comply with this requirement. The setback will be consistent with other houses along Front Road N which all have a minimum setback of 25 ft from the right of way. The applicants stated that they will not need an entrance permit from the County as a curb cut was installed on the property in 1979. The Committee decided that the 25 ft setback that the County requires did not need to be a condition of the minor variance and would be covered when the building permit is issued.

The following resolution was put forth:

Moved by D. Shaw  
Seconded by J. Mailloux

That application A/26/18 be approved.

- carried-

Reasons of Committee - The Committee, having considered the evidence presented, and having reviewed the plans and correspondence on file, is satisfied that the variance request is minor in nature, will not impact the character of the neighbourhood, and is keeping with the intent of the Official Plan and Zoning By-law. The applicant communicated their intent with ERCA and ERCA is confident that the design of the dwelling can afford required protection with the relief being sought under this minor variance application. Variances of a similar nature were previously approved in the general area.

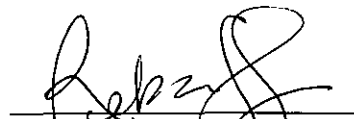
#### NEXT MEETING

The next meeting is scheduled for Tuesday, January 29, 2019 at 7:30 a.m.

#### ADJOURNMENT

The meeting adjourned at 8:00 am

  
Chairman- Dave Cozens

  
Secretary- Rebecca Belanger



**TOWN OF AMHERSTBURG  
DRAINAGE BOARD  
Tuesday, March 5, 2019  
6:00 PM**

Council Chambers, 271 Sandwich Street South, Amherstburg

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**MINUTES**

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**PRESENT**

Ron Sutherland, Chair  
Allan Major, Vice-Chair  
Brad Laramie  
Bob Pillon  
Bob Bezaire  
Paula Parker, Municipal Clerk  
Shane McVitty, Drainage Superintendent &  
Engineering Coordinator  
Nicole Humber, Recording Secretary

**ABSENT**

**CALL TO ORDER**

Shane McVitty, Drainage Superintendent & Engineering Coordinator called the meeting to order at 6:00 p.m.

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

There were none.

### **3. MINUTES OF PREVIOUS MEETING**

Ron Sutherland moved, Al Major seconded:

**That the minutes of the previous meeting BE ADOPTED:**

#### **1. Drainage Board Meeting Minutes – February 5, 2019**

Shane McVitty put the Motion.

**Motion Carried**

### **4.0 ORDER OF BUSINESS**

#### **4.1 Election of the Chair and Vice-Chair for the 2019 Calendar Year**

Shane McVitty advised the Board members that nominations would be held for the Chair and Vice-Chair positions for the 2019 year. Mr. McVitty explained he would request nominations for the position of Chair, and once nominations were closed, members would then vote on the Chair position in the same order as the nominations until a member is elected. The same procedure would be followed for the Vice-Chair position.

Board member Bob Pillon asked why the vote could not be a ballot vote.

Paula Parker advised that ballot voting was against the Municipal Act.

Mr. McVitty opened the nominations for the position of Chair.

Bob Pillon nominated Allan Major. Allan Major declined running for the Chair position.

Bob Bezaire and Ron Sutherland both nominated themselves for the Chair position.

Mr. McVitty closed nominations for the Chair position.

Mr. McVitty moved:

That:

1. Bob Bezaire **BE ELECTED** as the Chair of the Drainage Board for 2019;

**Motion Failed**

Mr. McVitty moved;

That:

1. Ron Sutherland **BE ELECTED** as the Chair of the Drainage Board for 2019

**Motion Carried**

Mr. McVitty opened the nominations for the Vice-Chair position.

Ron Sutherland nominated Allan Major. Allan Major accepted the nomination. There were no other nominations.

Mr. McVitty moved;

That:

2. Allan Major **BE ELECTED** as the Vice-Chair of the Drainage Board for 2019.

**Motion Carried**

The meeting resumed with Ron Sutherland taking his position as Chair.

## 4.2 Drainage Apportionments

Bob Pillon moved; Brad Laramie seconded;

That:

1. The report from the Drainage Superintendent and Engineering Coordinator dated February 20, 2019, regarding Various Drainage Apportionments **BE RECEIVED**;
2. The drainage apportionments **BE APPROVED** as listed:
  - **Consent B/23/18** – Drainage Apportionments for the Collison Drain – Cipkar
  - **Consent B/28/18** – Drainage Apportionments for the Dolphis Meloche Drain and the Shipman Drain – Royaltrust Holdings Ltd.
3. Administration **BRING FORWARD** the Drainage Board's recommendation to approve the drainage apportionments at a future Regular Council Meeting.

**Motion Carried**

### 4.3 Engineering Appointment – Charles Shepley Drain

Bob Pillon moved; Al Major seconded;

That:

1. The report from the Drainage Superintendent and Engineering Coordinator dated February 20, 2019, regarding the Charles Shepley Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from Alan Beetham for the replacement of an existing access culvert over the Charles Shepley Drain per Section 78 of the Drainage Act;
3. The Drainage Board recommend that the appointment of the firm of R. Dobbin Engineering Inc. for the repair and improvement to the Charles Shepley Drain **BE APPROVED** by Council; and,
4. The Drainage Board recommend that the appointment of the firm of R. Dobbin Engineering Inc. to complete a report to vary the original assessments for maintenance pursuant to Section 76 of the Drainage Act for the Charles Shepley Drain **BE APPROVED** by Council.

**Motion Carried**

### 5. NEW BUSINESS

Board Member Ron Sutherland asked Paula Parker the reason behind Council removing \$4,275.00 from the 2019 Budget for Drainage Board training.

Ms. Parker advised that all of the Drainage Board members were returning members. She further noted that Council felt that there was no need to send the Board members for training given that each member had completed training courses in the past. Ms. Parker added that the Board will be required to take Committee Code of Conduct training in the near future, along with all other Town Committees.

Ms. Parker left the meeting at 6:41 p.m.



## **5.1 Drainage Board Discussion**

Mr. McVitty provided the Board Members with a presentation that included an overview of the 2018 year, a forecast of projects and reports for 2019, Drainage Act processes, and the responsibilities of the Drainage Board.

## **6. NEXT MEETING DATE**

Tuesday, April 2, 2019 @ 6:00 p.m.

## **7. ADJOURNMENT**

**The meeting adjourned at 7:15 p.m.**

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Chair – Ron Sutherland

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Staff Liaison – Shane McVitty



## 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.*

<b>Author's Name: Shane McVitty</b>	<b>Report Date: February 20, 2019</b>
<b>Author's Phone: 519 736-3664 ext. 2318</b>	<b>Date to Drainage Board: March 5, 2019</b>
<b>Author's E-mail: <a href="mailto:smcvitty@amherstburg.ca">smcvitty@amherstburg.ca</a></b>	<b>Resolution #: N/A</b>

**To: Members of the Drainage Board**

**Subject: Various Drainage Apportionments**

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

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated February 20, 2019, regarding Various Drainage Apportionments **BE RECEIVED**;
2. The drainage apportionments **BE APPROVED** as listed:
  - **Consent B/23/18** – Drainage Apportionments for the Collison Drain – Cipkar
  - **Consent B/28/18** – Drainage Apportionments for the Dolphis Meloche Drain and the Shipman Drain – Royaltrust Holdings Ltd.
3. Administration **BRING FORWARD** the Drainage Board's recommendation to approve the drainage apportionments at a future Regular Council Meeting.

#### 2. **BACKGROUND:**

Under the provisions of the Drainage Act, when lands that are assessed for drainage are subsequently divided by a change of ownership of any part, the Municipality must take steps to apportion the assessments to reflect the division of the lands. Over the course of a year, the Municipality will receive a number of severance applications that require apportionments of existing drainage assessments. This report deals with two (2) drainage apportionments, each of which are associated with separate, individual severance consents, that have been completed by the Town Engineering and Public Works Department.

### 3. **DISCUSSION:**

Section 65 of the Drainage Act discusses the obligation of a Municipality to apportion existing drainage assessments when lands are subsequently sub-divided. Section 65(2) provides a Municipality with the necessary provisions to complete assessment apportionments when landowners of the subdivided lands agree on the shares of the assessments. Specifically, the procedures by which landowner agreement apportionments are to be administered are outlined under Section 65(2) of the Act, which stipulates that:

#### **Agreement on share of assessment**

*65. (2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).*

Section 65(1) of the Drainage Act provides the Municipality with the option of instructing an engineer to complete the drainage apportionments:

#### **Subsequent subdivision of land**

*65. (1) If, after the final revision of an engineer's assessment of land for a drainage works, the land is divided by a change in ownership of any part, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to apportion the assessment among the parts into which the land was divided, taking into account the part of the land affected by the drainage works. 2010, c. 16, Sched. 1, s. 2 (26).*

An engineer was not instructed under Section 65(1) of the Act. In the case of the land divisions and severances being considered under this report, apportionments were completed by the Drainage Superintendent. Assessment schedules for drains that were affected by each land severance were analysed by the Drainage Superintendent and an appropriate apportionment of the assessments were completed. Specifically, assessments for the retained parcels and the severed parcels were divided to accurately reflect the change in the land boundaries and ownership. Once completed, all affected landowners were contacted and provided a letter that described the apportionments. If the landowners were in agreement with the apportionments, an "Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale" was signed by the affected property owners in accordance with Section 65(2) of the Act. In the case of the following severances, agreement letters were signed by all affected property owners and are attached:

- **Consent B/23/18** – Drainage Apportionments for the Collison Drain – Cipkar
- **Consent B/28/18** – Drainage Apportionments for the Dolphis Meloche Drain and the Shipman Drain – Royaltrust Holdings Ltd.

Apportionment agreements, once accepted by the Drainage Board and approved by Council through resolution, will be reflected in the assessments of all future works of maintenance on any of the affected drains listed in the subject Consents.

**4. RISK ANALYSIS:**

Under the provisions of the Drainage Act, when lands that are assessed for drainage are subsequently divided by a change of ownership of any part, it is the Municipality's obligation to take steps to apportion the assessments to reflect the division of the lands. Failing to do so could lead to unfair assessments of drain maintenance costs that do not accurately reflect the prevalent ownership and subdivisions of lands within drainage watersheds. This could lead to conflicts between the Municipality and landowners over drainage assessments and the possible denial of agricultural grants from the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).

**5. FINANCIAL MATTERS:**

An administration fee of \$500.00 is charged by the Planning Department to an owner of a land that wishes to sever a portion of his or her lands.


**6. CONSULTATIONS:**

N/A

**7. CONCLUSION:**

Administration is recommending that the drainage apportionments be approved as listed and that said apportionments be approved by Council resolution:

- **Consent B/23/18** – Drainage Apportionments for the Collison Drain – Cipkar
- **Consent B/28/18** – Drainage Apportionments for the Dolphis Meloche Drain and the Shipman Drain – Royaltrust Holdings Ltd.



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Shane McVitty  
**Drainage Superintendent and  
Engineering Coordinator**

sm

**Attachment(s):**

- **Consent B/23/18** – Letter and Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale
- **Consent B/28/18** – Letter and Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale



# The Corporation of The Town of Amherstburg

December 12, 2018

**RE: Section 65 Drainage Apportionment – Consent B/23/18**

Dear Homeowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 7380 Collison Sideroad, Part Lot 62, Concession 7, in the former Geographic Township of Malden. This is in relation to the Application for Consent B/23/18, which proposes to sever a 1.23 acre (0.5 hectare) parcel of land from the existing agricultural parcel [REDACTED] the retained 38.72 acre (15.67 hectare) parcel shall remain as vacant agricultural land ([REDACTED]). The attached plan depicts the boundaries of the affected parcels.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010."

Administration for the Town of Amherstburg has performed all of the necessary investigations to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located in the watersheds of the following municipal drains constructed by bylaw under the Drainage Act:

1. **Collison Drain** – Report by W.J. Settington, P.Eng., dated August 11, 1981, by-law 2057.

If you are in agreement with the new breakdown of your property listed in the attached chart(s), please have all registered owners of your property sign the attached form and return to the Public Works Department at 512 Sandwich St South. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

Shane McVitty, P.Eng.  
Drainage Superintendent and Engineering Coordinator  
Attach.

Administration has created the following new breakdown for the affected properties:

1. Collison Drain

<b><u>COLLISON DRAIN</u></b>							
<b>Existing Assessment – W.J. Settingington, P.Eng., August 11, 1981</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
7	PT Lot 62	16.30		J Cipkar	\$ 450.00	\$ 647.00	\$1,097.00

<b><u>COLLISON DRAIN</u></b>							
<b>Reapportionment – Application for Consent B/23/18</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
7	PT Lot 62	0.5	██████████	L & P Cipkar	\$ 29.00	\$ 61.00	\$ 90.00
7	PT Lot 62	15.67	██████	L & P Cipkar	\$ 421.00	\$ 586.00	\$ 1,007.00

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**COLLISON DRAIN**

Agreement between PAUL JOHN CIPKAR and LICIA ANNE CIPKAR for cost apportionment due to severance or sale of land in the Collison Drain drainage watershed or system.

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

COLLISON DRAIN							
Apportionment - Application for Consent Order							
LINE	Lot	Affected Area (A/C)	PRI No.	Owner	Benefit Apportionment	Order Apportionment	TOTAL
7	PT Lot 62	0.5		L & P Cipkar	\$ 29.00	\$ 61.00	\$90.00
7	PT Lot 62	15.67		L & P Cipkar	\$ 421.00	\$ 586.00	\$ 1,007.00

PAUL JOHN CIPKAR  
Retained Property Owner 1 (printed)

31 Jan 2019  
Date

Paul Cipkar  
Retained Property Owner 1 (signature)

LICIA ANNE CIPKAR  
Retained Property Owner 2 (printed)

31 Jan 2019  
Date

Licia Cipkar  
Retained Property Owner 2 (signature)

PAUL JOHN CIPKAR  
Severed Property Owner 1 (printed)

31 Jan 2019  
Date

Paul Cipkar  
Severed Property Owner 1 (signature)

LICIA ANNE CIPKAR  
Severed Property Owner 2 (printed)

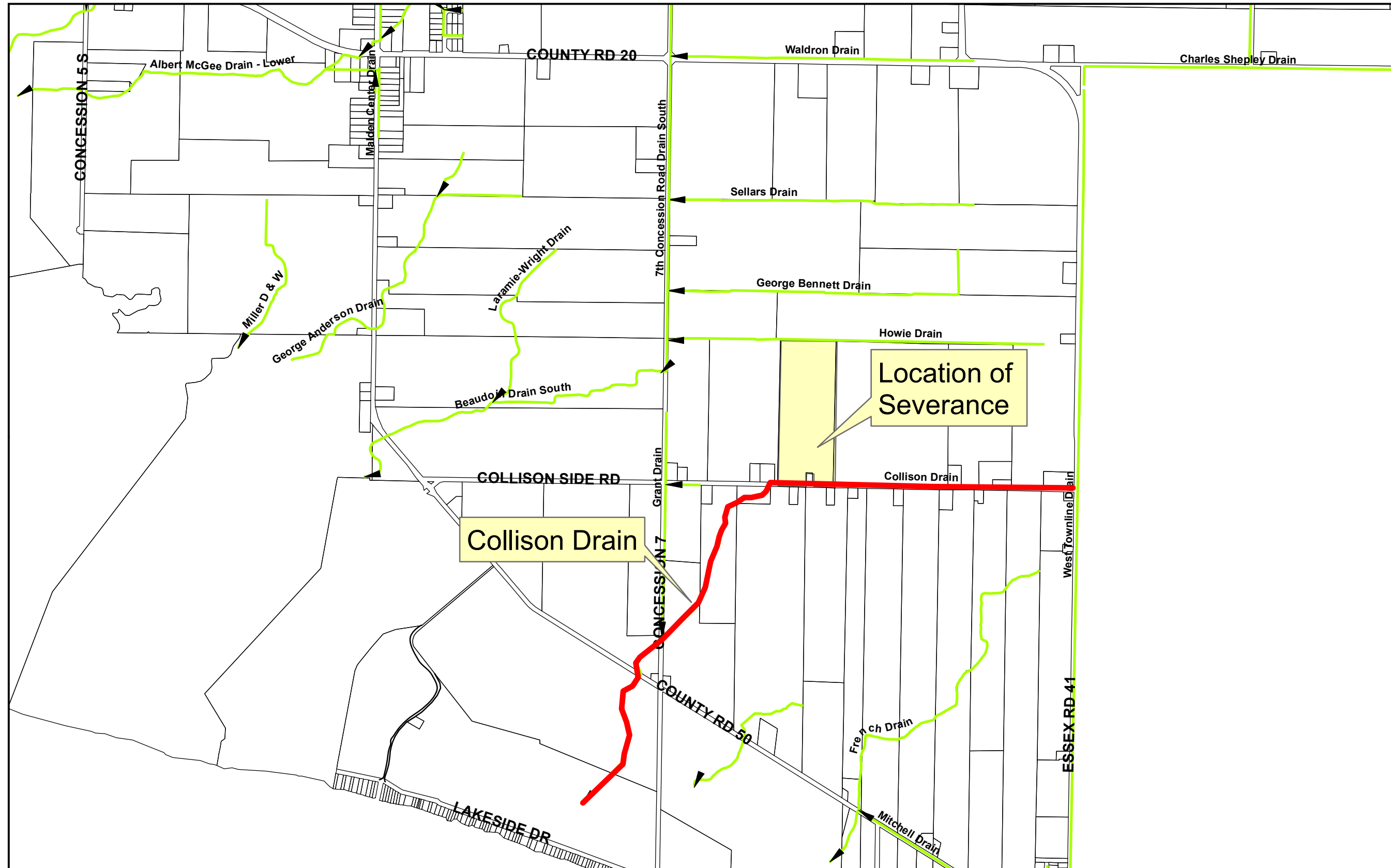
31 Jan 2019  
Date

Licia Cipkar  
Severed Property Owner 2 (signature)

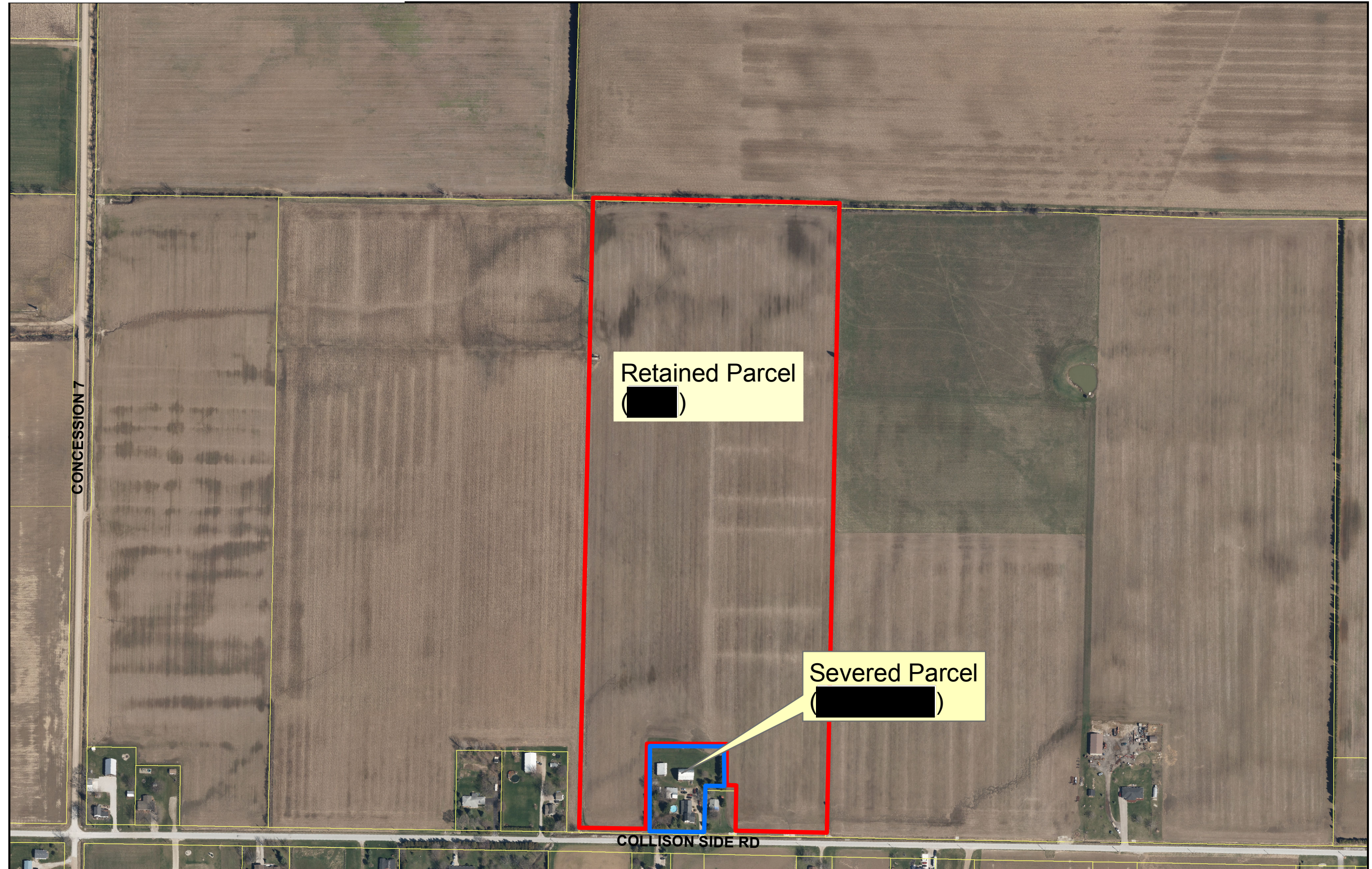




# Section 65 Drainage Apportionment Consent B/23/18 - Cipkar











# The Corporation of The Town of Amherstburg

January 21, 2019

**RE: Section 65 Drainage Apportionment – Consent B/28/18**

Dear Homeowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 2075 Concession Road 2 North, Part Lot 12, Concession 2, in the former Geographic Township of Anderdon. This is in relation to the Application for Consent B/28/18, which proposes to sever a 8.216 acre (3.32 hectare) parcel of land from the existing agricultural parcel. The Roll number for the severed parcel will remain [REDACTED]. The retained 29.75 acre (12.04 hectare) agricultural parcel shall remain as vacant agricultural land (Roll No. [REDACTED]-[REDACTED]), which shall be merged with the agricultural parcel to the immediate north. The attached plan depicts the boundaries of the affected parcels.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010."

Administration for the Town of Amherstburg has performed all of the necessary investigations to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located in the watersheds of the following municipal drains constructed by bylaw under the Drainage Act:

1. **Dolphis Meloche Drain** – Report by E.O. LaFontaine, P.Eng., dated May 30, 1997, by-law 3093.
2. **Shipman Drain** – Report by C.G.R. Armstrong, P.Eng., dated November 21, 1969, by-law 1935.

If you are in agreement with the new breakdown of your property listed in the attached chart(s), please have all registered owners of your property sign the attached form and return to the Public Works Department at 512 Sandwich St South. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

Shane McVitty, P.Eng.  
Drainage Superintendent and Engineering Coordinator  
Attach.

Administration has created the following new breakdown for the affected properties:

1. Dolphis Meloche Drain

<b><u>DOLPHIS MELOCHE DRAIN</u></b>							
<b>Existing Assessment – E.O. LaFontaine, P.Eng., May 30, 1997, reapportionment by B. Crozier, P.Eng., March 13, 2009</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
2	PT Lot 12	0.203	██████	M&L Rixon	\$ 15.00	\$ 12.00	\$ 27.00
2	PT Lot 12	7.970	██████		\$ 612.00	\$ 490.00	\$1,102.00
2	PT Lot 12	4.07	██████	T & C Beneteau	\$ 305.00	\$ 326.00	\$ 631.00

<b><u>DOLPHIS MELOCHE DRAIN</u></b>							
<b>Reapportionment – Application for Consent B/28/18</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
2	PT Lot 12	12.04	██████	Roytrust Holdings	\$ 917.00	\$ 816.00	\$ 1,733.00
2	PT Lot 12	0.00	██████	Roytrust Holdings	\$ 0.00	\$ 0.00	\$ 0.00

2. Shipman Drain

<b><u>SHIPMAN DRAIN</u></b>							
<b>Existing Assessment – C.G.R. Armstong, P.Eng., November 21, 1969</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
2	PT Lot 12	0.00		R Beneteau	\$ 53.00	\$ 0.00	\$ 53.00

<b><u>SHIPMAN DRAIN</u></b>							
<b>Reapportionment – Application for Consent B/28/18</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
2	PT Lot 12	0.00	██████	Roytrust Holdings	\$ 0.00	\$ 0.00	\$ 0.00
2	PT Lot 12	0.00	██████	Roytrust Holdings	\$ 53.00	\$ 0.00	\$ 0.00



**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**SHIPMAN DRAIN**

Agreement between Roytrust Holdings Ltd. and Roytrust Holdings Ltd. for cost apportionment due to severance or sale of land in the Shipman Drain drainage watershed or system.

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

<b>SHIPMAN DRAIN</b>							
<b>Reapportionment – Application for Consent B/28/18</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
2	PT Lot 12	0.00		Roytrust Holdings	\$ 0.00	\$ 0.00	\$ 0.00
2	PT Lot 12	0.00		Roytrust Holdings	\$ 53.00	\$ 0.00	\$ 0.00

Roytrust Holdings Ltd.  
\_\_\_\_\_  
Retained Property Owner 1 (printed)

January 24, 2019  
\_\_\_\_\_  
Date

ROYTRUST HOLDINGS LTD.  
  
\_\_\_\_\_  
Per Retained Property Owner 1 (signature)  
Loris Collavino, President

\_\_\_\_\_  
Retained Property Owner 2 (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Retained Property Owner 2 (signature)

Roytrust Holdings Ltd.  
\_\_\_\_\_  
Severed Property Owner 1 (printed)

January 24, 2019  
\_\_\_\_\_  
Date

ROYTRUST HOLDINGS LTD.  
  
\_\_\_\_\_  
Per Severed Property Owner 1 (signature)  
Loris Collavino, President

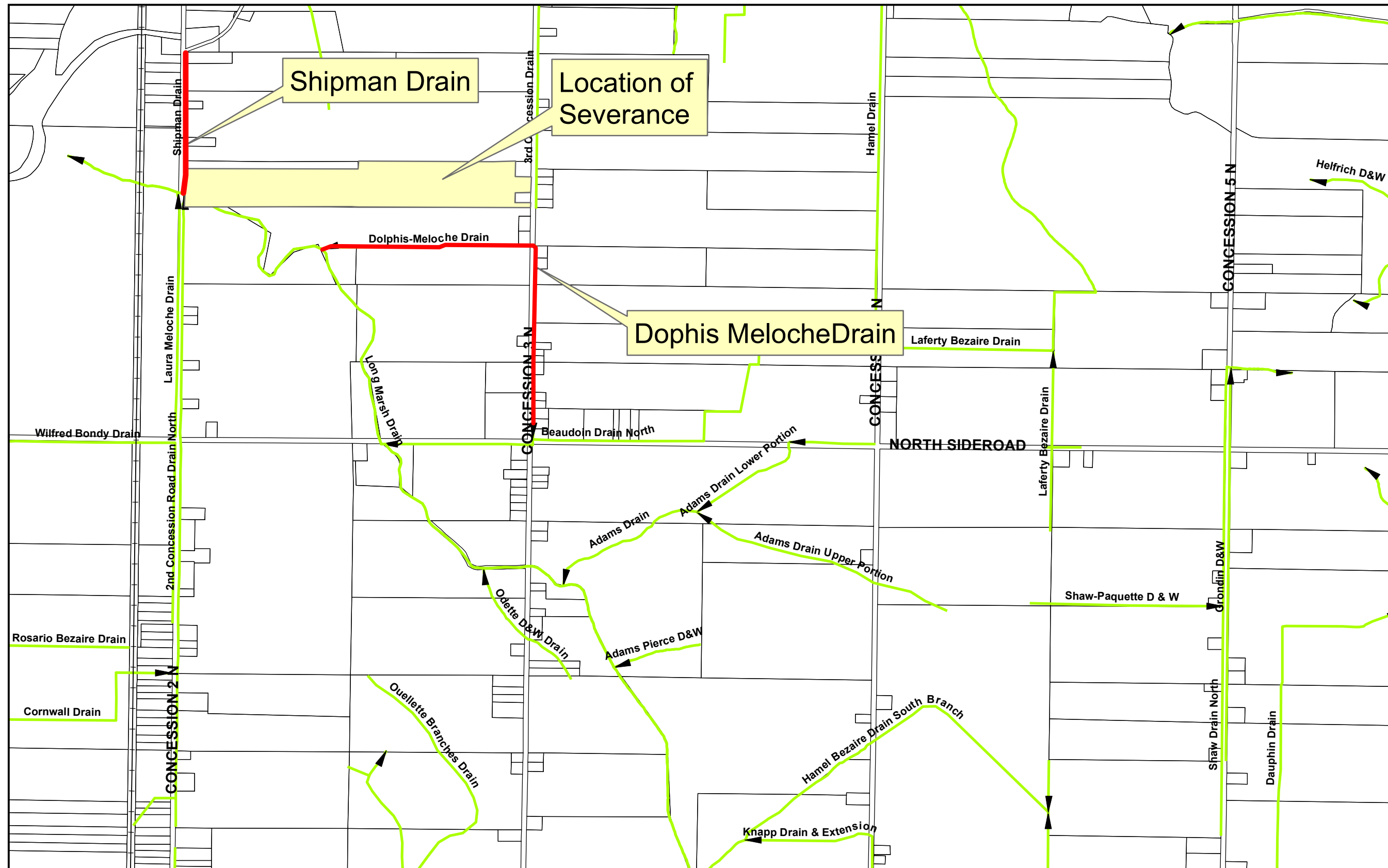
\_\_\_\_\_  
Severed Property Owner 2 (printed)

\_\_\_\_\_  
Date

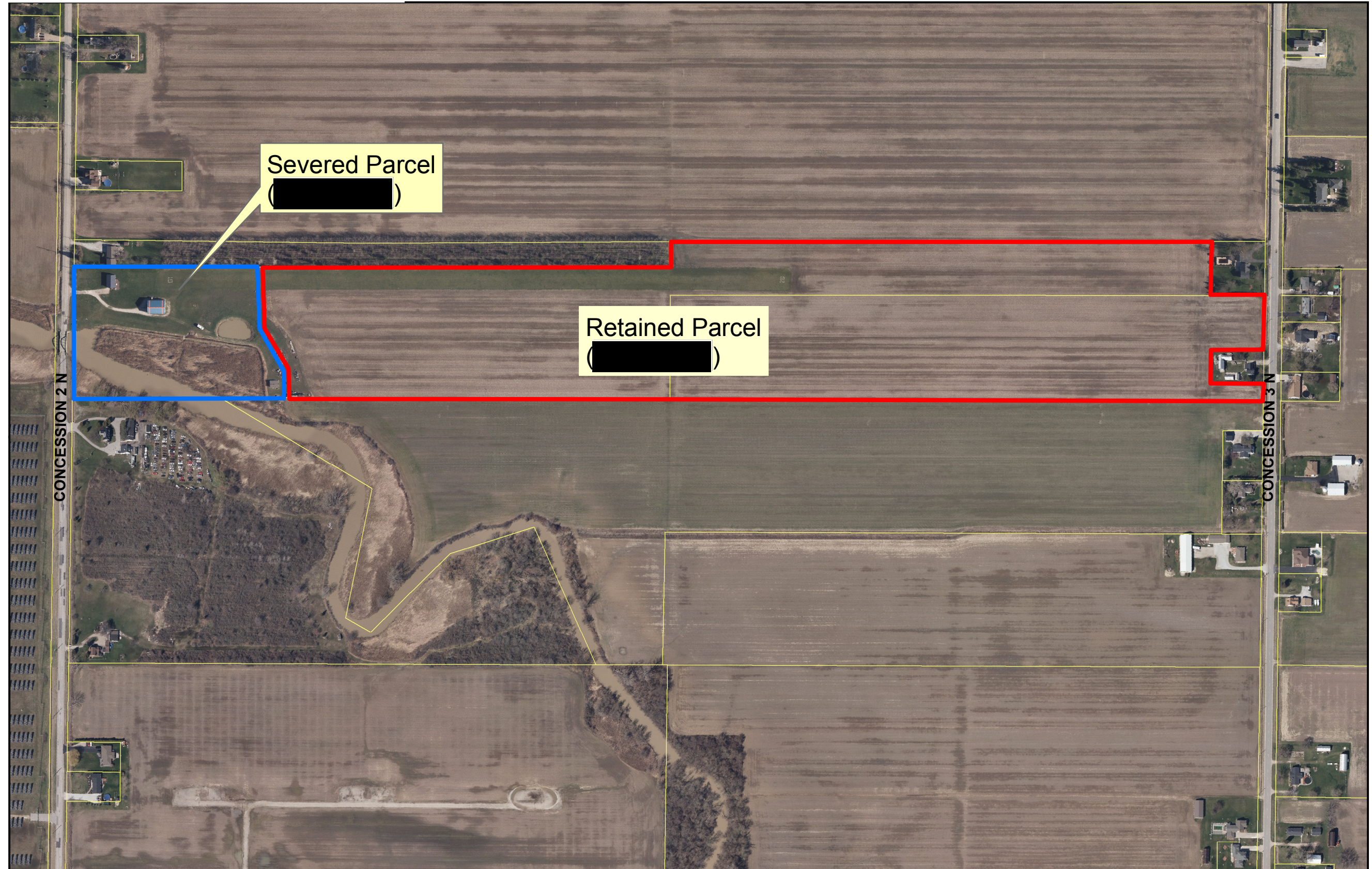
\_\_\_\_\_  
Severed Property Owner 2 (signature)



# Section 65 Drainage Apportionment Consent B/28/18 - Roytrust Holdings Ltd.











## 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.*

<b>Author's Name: Shane McVitty</b>	<b>Report Date: February 20, 2019</b>
<b>Author's Phone: 519 736-3664 ext. 2318</b>	<b>Date to Drainage Board: March 5, 2019</b>
<b>Author's E-mail: <a href="mailto:smcvitty@amherstburg.ca">smcvitty@amherstburg.ca</a></b>	<b>Resolution #: N/A</b>

**To: Members of the Drainage Board**

**Subject: Charles Shepley Drain – Engineering Appointment**

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

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated February 20, 2019, regarding the Charles Shepley Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from Alan Beetham for the replacement of an existing access culvert over the Charles Shepley Drain per Section 78 of the Drainage Act;
3. The Drainage Board recommend that the appointment of the firm of R. Dobbin Engineering Inc. for the repair and improvement to the Charles Shepley Drain **BE APPROVED** by Council; and,
4. The Drainage Board recommend that the appointment of the firm of R. Dobbin Engineering Inc. to complete a report to vary the original assessments for maintenance pursuant to Section 76 of the Drainage Act for the Charles Shepley Drain **BE APPROVED** by Council.

#### 2. **BACKGROUND:**

On November 27<sup>th</sup>, 2014, Alan Beetham submitted a request for the repair and improvement of the Charles Shepley Drain.

### **3. DISCUSSION:**

The Charles Shepley Municipal Drain was last improved under a report authored by Maurice Armstrong, P.Eng. dated July 31, 1980. The 1980 Armstrong report generally provided for improvements along the entire length of the drain, including the lowering of a single agricultural culvert. Additionally, the Armstrong report addressed improvements to the Branch of the Charles Shepley Drain. These included brushing and sediment removal along the entire Branch length, along with the lowering of a single agricultural culvert. The report assessed the costs of all of this work to the lands roads within the former Townships of Malden (Amherstburg) and Colchester South (Essex). It should be noted that the assessment schedule did not make any distinction between the cost of work on the main drain and that of the branch.

A recent inspection of the Beetham culvert in the Charles Shepley Drain by the Drainage Superintendent and Engineering Coordinator revealed that the existing C.S.P. pipe was showing signs of deterioration. Also, the existing concrete filled jute-bag headwalls were collapsed at both ends, causing portions of the adjacent gravel driveway to slide into the open drain. This has made the driveway unsafe to cross. The Town has since blocked access across the culvert with barriers, though the landowner is still able to access the farm using a separate bridge on the drain.

As noted above, the existing drainage report for the Charles Shepley does not separate the cost of work on the main drain from that of the branch drain within its schedule of assessment. This makes it difficult for the municipality to accurately assess the costs of future maintenance for either drain in a fair and equitable manner. In order to rectify this, Administration is recommending that R. Dobbin Engineering be instructed to complete a separate report under Section 76 of the Drainage Act to vary the original schedule of assessment. By undertaking this task now, there will be an overall savings to landowners by taking advantage of engineering that is required to complete the report for the replacement of the Beetham bridge.

A motion was passed at the January 15, 2018 Council Meeting to authorize administration to utilize a roster for drainage services under the Drainage Act. Among others, R. Dobbin Engineering Inc. was selected to be included as part of this roster and is thereby eligible to prepare a drainage report pursuant to Sections 76 and 78 of the Drainage Act for repair and improvement to the Charles Shepley Drain.

### **4. RISK ANALYSIS:**

The Beetham bridge within the Charles Shepley Drain has been identified as needing replacement and is in poor condition. This bridge provides access across the farm property presently owned by Alan Beetham. Replacement of this bridge has been requested by Mr. Beetham. Failing to appoint an engineer to evaluate this bridge and subsequently complete a report under the provisions of the Drainage Act in an expedient manner could place bridge users in jeopardy should the condition of the bridge continue to deteriorate. Also, the deterioration of culvert piping and headwalls may permit 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.

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

**5. FINANCIAL MATTERS:**

The financial implications will be determined by the appointed engineer and will be provided in the schedule of assessment within the engineer's drainage report for the improvements to the Charles Shepley Drain.

**6. CONSULTATIONS:**

N/A

**7. CONCLUSION:**

Administration is recommending that the appointment of the firm of R. Dobbin Engineering Inc. for the repair and improvement to the Charles Shepley Drain be brought to the next Regular Council meeting for Council's consideration pursuant to the provisions of the Drainage Act.



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Shane McVitty  
**Drainage Superintendent and  
Engineering Coordinator**

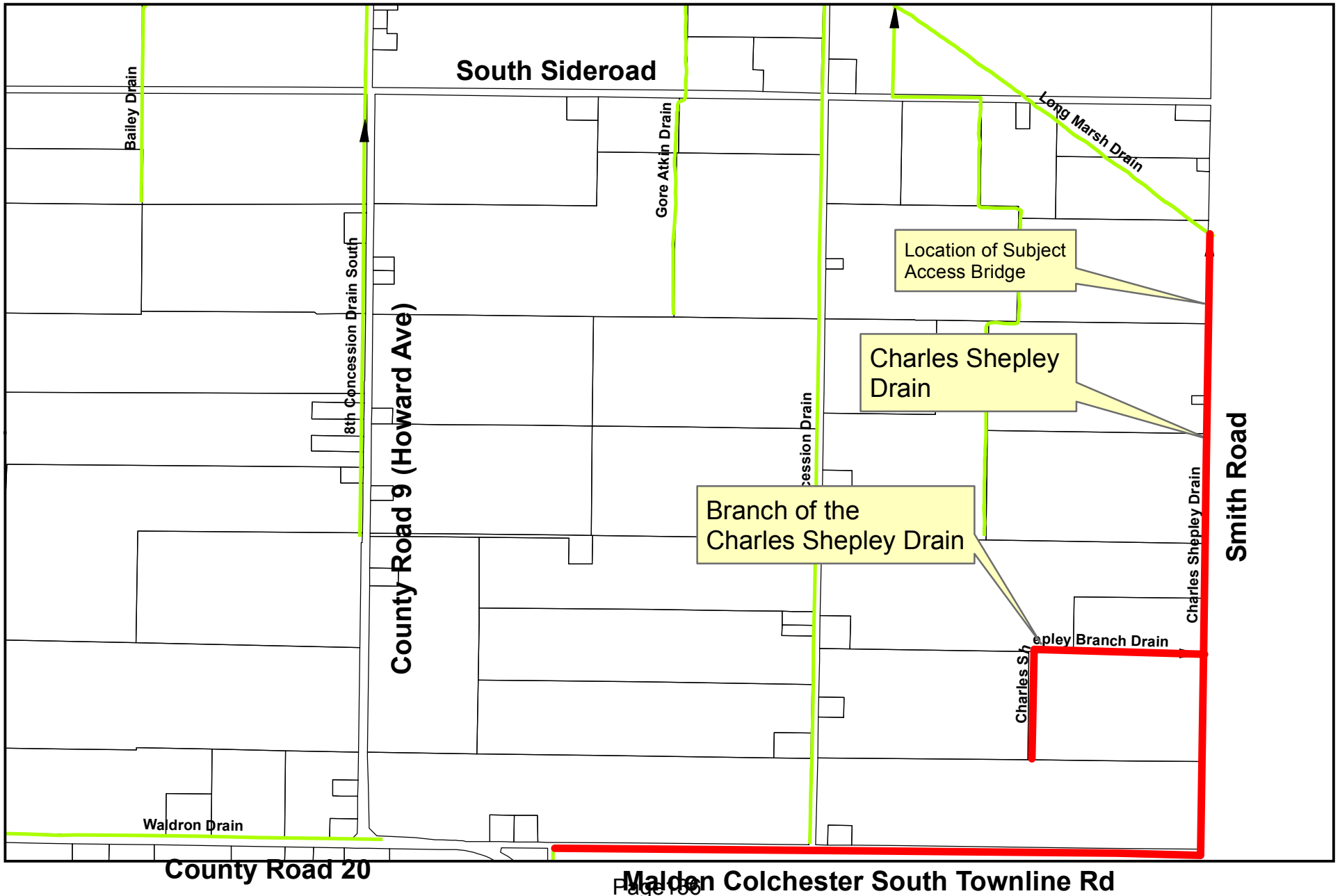
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**Attachment(s):**

- Request for Improvement submitted by Mr. Beetham
- Map of Charles Shepley Drain



# Charles Shepley Drain





# The Corporation of The Town of Amherstburg

RECEIVED

DEC . 2 2014

## REPAIR/IMPROVEMENT of a MUNICIPAL DRAIN (Section 66, 76 and 78 Drainage Act)

FROM: Alan Beetham

DRAIN: Charles Shepley Drain

I/We are the owner of the following land(s): lot 100 con 9 Malden

Roll Number(s): [REDACTED]

And I/We request the following work on the above drain:

- a)  Subsequent Connections (Section 66(1))
- b)  New Schedule of Assessment (Section 76)
- c)  Improvements upon Examination and Report of Engineer (Section 78)
- d)  New Access Bridge (Section 78)
  - Residential Bridge
  - Agricultural Bridge

Bridge repair or replacement

I request that if necessary, an Engineer be appointed and that he will determine a time and place at which he will attend an on-site meeting and examine the drainage area with all assessed ratepayers to be invited.

In signing this form, the owner is advised that they may be charged for work performed by the appointed Engineer should the works not proceed as requested.

Dated this 27 day of November, 2014.

[Signature]  
Signature of Owner

[REDACTED]

Telephone Number

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Telephone Number

Unfinished Business List - eScribe as at March 11, 2019

Agenda Item	Assigned To	Description
Print-to-Braille Accessibility for Municipalities - Emmanuel and Rebecca Blaevoet, Tactile Vision Graphics	Paula Parker	Resolution # 20180813-264 Fryer/Meloche That Administration BE DIRECTED to bring back a report back with recommendations to include braille in the next agenda or future agendas.
NEW BUSINESS	Nicole Rubli, Mark Galvin	Resolution # 20180910-301 Lavigne/Meloche That Administration BE DIRECTED to look at surrounding municipalities and their by-law regarding dogs and kennels and bring a report back for Council's consideration.
NEW BUSINESS	Mark Galvin, Angelo Avolio	Resolution # 20180910-302 Lavigne/Meloche That Administration BE DIRECTED to look at surrounding municipalities regarding fill by-laws and bring back a report for Council's consideration.
Request for By-law to Allow ATV's to Ride on Designated Roads - Kevin Schmidt and Shawn Ellenberger, Essex County ATV Club	Nicole Rubli, Mark Galvin,	Resolution # 20180924-313 Fryer/Meloche That administration BE DIRECTED to hold a public meeting to consider ATV use on Town ROWs and bring back a report with recommendations.
October 6th, 2018 Rain Event	Antonietta Giofu	Resolution # 20181009-333 Pouget/Courtney That Administration BE DIRECTED to place a full page advertisement in the River Town Times to inform residents of the subsidy programs available to them regarding basement flooding and to send out an annual reminder as an insert with the tax notices; and further, provide a full report to Council regarding manhole covers.
Feasibility of Developing a Fee for Planting Trees on Public Land	Mark Galvin, Rebecca Belanger	Resolution # 20181023-348 Pouget/Courtney That Administration BE DIRECTED to bring a back a report amending the User Fee By-law to contain a fee for the planting of a tree on the right-of-way; and, That the information be sent to the Parks and Recreation Advisory Committee.
UNFINISHED BUSINESS	Rebecca Belanger, Mark Galvin	Resolution # 20181023-356 Fryer/Courtney That Administration BE DIRECTED to bring the report regarding urban chickens along with permit fees for Council's consideration.
NOTICE OF MOTION	John Miceli	20181113-367 Moved By Councillor Courtney Seconded By Councillor Pouget That the Amherstburg Community Foundation BE REQUESTED to provide Council with the progress that has been made to date by the Crown Park Corporation hired at a cost of \$12,000 to oversee fundraising for Belle Vue; and, That the Amherstburg Community Foundation provide to Council the information pertaining to how the Crown Park Corporation was selected.



Unfinished Business List - eScribe as at March 11, 2019

Agenda Item	Assigned To	Description
Outstanding Receivables Amherstburg Festival Corporation - Resolution #20181210-410	Justin Rousseau, Cheryl Horrobin	Resolution # 20190128-059 Courtney/Prue That Administration BE DIRECTED to bring back an information report regarding Outstanding Receivables Amherstburg Festival Corporation after collections efforts have been exhausted.
NEW BUSINESS	John Miceli	Resolution # 20190128-063 Courtney/Prue That Administration BE DIRECTED to bring back a report on a projected time frame for replacement of the lions pool and centennial ball diamonds including cost and recommendations for location as well as any other feasible options that may be available to the community.
Request to Install Ten (10) Road Signs - Chaouki Hamka, MADD Windsor & Essex County	Nicole Rubli, Mark Galvin	Resolution # 20190211-TBD Simone/Meloche 1. That the delegation BE RECEIVED; 2. That Council GRANT an EXEMPTION to Section 4.1 (i) of Sign By-law 2006-26 to allow for 10 signs advertising Mothers Against Drunk Driving (MADD) on the Towns road allowances pending County of Essex approval; and, 3. Council DIRECT Administration to enter into an Encroachment Agreement with MADD for the 10 signs.
Request to Waive Rental and Equipment Fees for Rib Fest - John Sutton and Steve Butcher, Rotary Club of Amherstburg	John Miceli	Resolution # 20190225-TBD Meloche/Renaud That: The request BE SUPPORTED for the 2019 Rib Fest to be held at the Libro Centre with property upgrades capped at \$20,000; The cost BE ABSORBED within the 2019 approved budget in principle; and, Administration BE DIRECTED to bring back a report with all associated costs pertaining to the upgrades.
Marsh Drive and Marsh Court Naming Discrepancy	Mark Galvin	Resolution # 20190225-TBD Prue/McArthur That Marsh Drive BE CHANGED to a different street name, not beginning with an M, and that fair monetary compensation BE GIVEN to all those affected by the street name change.
NEW BUSINESS	Mark Galvin	Resolution # 20190225-TBD Courtney/Prue That Administration BE DIRECTED to investigate another option for entry and exit into the Kingsbridge Subdivision and to work with the developer in regards to the options cost and location ideas.
NEW BUSINESS	Antonietta Giofu	Resolution # 20190225-TBD Prue/Simone That Administration BE DIRECTED to look into the feasibility of placing Turtle Crossing signs around the Big Creek Watershed and report back to Council.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2019 - 003

**By-law to provide for the New Farm Bridge on Pt. Lot 51, Concession 5, over the 5<sup>th</sup> Concession Road Drain South (Vandenbrink Bridge) based on the Drainage Report by Dillon Consulting Limited.**

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**WHEREAS** as request for repair and improvement of the 5th Concession Road Drain South was received under section 78 of the Drainage Act;

**WHEREAS** Council of the Corporation of the Town of Amherstburg felt it necessary to appoint an engineer for the purpose of preparation of an engineer's report for the repair and improvement under section 78 of the Drainage Act;

**WHEREAS** Council of the Corporation of the Town of Amherstburg has authorized Tim Oliver, P. Eng., Dillon Consulting Ltd., to prepare a report and said engineer's report dated December 10, 2018, can be referenced as Schedule A, located in the Clerk's Department agreement file # 2019-001.

**WHEREAS** \$20,150.00 is the amount to be contributed by the Town of Amherstburg for the drainage works;

**AND WHEREAS** the report was considered by the Amherstburg Drainage Board at the meeting held on Monday, January 7<sup>th</sup>, 2019.

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

**1. AUTHORIZATION**

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report

**2. BORROWING**

The Corporation of the Town of Amherstburg may borrow on the credit of the Corporation the amount of \$20,150.00 being the amount necessary for the improvements of the drainage works.

This project being the Culvert Replacement on the 5th Concession Road Drain South.

**3. DEBENTURE(S)**

The Corporation may issue debenture(s) for the amount borrowed less the total amount of:

- (a) Grants received under section 85 of the Drainage Act;
- (b) Monies paid as allowances;
- (c) Commuted payments made in respect of lands and roads assessed with the municipality;
- (d) Money paid under subsection 61(3) of the Drainage Act; and
- (e) Money assessed in and payable by another municipality.

**4. PAYMENT**

Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) shall bear interest at a rate not higher than 1% more than the municipal lending rates as posted by The Town of Amherstburg's Bank's Prime Lending Rate on the date of sale of such debenture(s).

- (1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this by-law.
- (2) For paying the amount \$0.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town of Amherstburg in each year for 5 years after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.
- (3) All assessments of \$1000.00 or less are payable in the first year in which the assessments are imposed.

**5. SCHEDULE OF ASSESSMENTS OF LANDS AND ROADS**

Lot or Part Lot No.	Property Description			Estimated Assessment as per Report	Estimated Grants 33 1/3%	Equal Bi-Annual Rate to be Imposed
	Concession	Geographic Township	Parcel Roll No.			
Pt. Lot 51	5	Malden	580-00300	\$20,150.00	\$6,716.67	\$3,013.25
<b>Total</b>				<b>\$20,150.00</b>	<b>\$6,716.67</b>	<b>\$3,013.25</b>

Read a first and second time and provisionally adopted this 14<sup>th</sup> day of January, 2019.

  
 \_\_\_\_\_  
 MAYOR – ALDO DICARLO

  
 \_\_\_\_\_  
 CLERK – PAULA PARKER

Read a third time and finally passed this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 MAYOR – ALDO DICARLO

\_\_\_\_\_  
 CLERK – PAULA PARKER

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2019 - 004**

**By-law to provide for the Farm Bridge Replacement on Pt. Lot 28, Concession 3, over the Whelan Drain (Hutchins Bridge) based on the Drainage Report by Dillon Consulting Ltd.**

---

**WHEREAS** as request for repair and improvement of the Whelan Drain was received under section 78 of the Drainage Act;

**WHEREAS** Council of the Corporation of the Town of Amherstburg felt it necessary to appoint an engineer for the purpose of preparation of an engineer's report for the repair and improvement under section 78 of the Drainage Act;

**WHEREAS** Council of the Corporation of the Town of Amherstburg has authorized Tim Oliver, P. Eng., Dillon Consulting Ltd., to prepare a report and said engineer's report dated December 10, 2018, can be referenced as Schedule A, located in the Clerk's Department agreement file # 2018-36.

**WHEREAS** \$18,150.00 is the amount to be contributed by the Town of Amherstburg for the drainage works;

**AND WHEREAS** the report was considered by the Amherstburg Drainage Board at the meeting held on Monday, January 7<sup>th</sup>, 2019.

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

**1. AUTHORIZATION**

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report

**2. BORROWING**

The Corporation of the Town of Amherstburg may borrow on the credit of the Corporation the amount of \$18,150.00 being the amount necessary for the improvements of the drainage works.

This project being the Farm Bridge Replacement on the Whelan Drain.

**3. DEBENTURE(S)**

The Corporation may issue debenture(s) for the amount borrowed less the total amount of:

- (a) Grants received under section 85 of the Drainage Act;
- (b) Monies paid as allowances;
- (c) Commuted payments made in respect of lands and roads assessed with the municipality;
- (d) Money paid under subsection 61(3) of the Drainage Act; and
- (e) Money assessed in and payable by another municipality.

**4. PAYMENT**

Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) shall bear interest at a rate not higher than 1% more than the municipal lending rates as posted by The Town of Amherstburg's Bank's Prime Lending Rate on the date of sale of such debenture(s).

- (1) A special equal annual rate sufficient to redeem the principal and interest on



the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this by-law.

- (2) For paying the amount \$520.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town of Amherstburg in each year for 5 years after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.
- (3) All assessments of \$1000.00 or less are payable in the first year in which the assessments are imposed.

**5. SCHEDULE OF ASSESSMENTS OF LANDS AND ROADS**

Lot or Part Lot No.	Property Description			Estimated Assessment as per Report	Estimated Grants 33 1/3%	Equal Bi-Annual Rate to be Imposed
	Concession	Geographic Township	Parcel Roll No.			
Pt. Lot 39	4	Malden	630-00700	\$1,902.00	\$634.00	\$284.43
Pt. Lot 40	4	Malden	630-00810	\$3,872.00	\$1,290.67	\$579.02
Pt. Lot 28	3	Malden	640-02800	\$9,707.00	\$3,235.67	\$1,451.59
<b>Total</b>				<b>\$15,481.00</b>	<b>\$5,160.34</b>	<b>\$2,315.04</b>

Read a first and second time and provisionally adopted this 14<sup>th</sup> day of January, 2019.

  
 \_\_\_\_\_  
 MAYOR – ALDO DICARLO

  
 \_\_\_\_\_  
 CLERK – PAULA PARKER

Read a third time and finally passed this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 MAYOR – ALDO DICARLO

\_\_\_\_\_  
 CLERK – PAULA PARKER

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2019-032**

**A By-law to appoint a Secretary-Treasurer for the Committee of Adjustment**

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**WHEREAS** Council for the Town of Amherstburg has by by-law, appointed a Committee of Adjustment (the “**Committee**”) in accordance with section 44 of the *Planning Act*, RSO 1990, Chapter P. 13, as amended or replaced (the “**Planning Act**”);

**AND WHEREAS** the Committee is required to appoint a Secretary-Treasurer and considers it advisable and appropriate to ensure that a Secretary-Treasurer is appointed at all times to ensure the requirements of the Secretary-Treasurer as set out in section 45 of the *Planning Act* are fulfilled.

**NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF AMHERSTBURG HEREBY AS FOLLOWS:**

1. The above recitals are true and incorporated into this by-law by reference.
2. The Municipal Clerk for the Town of Amherstburg, or their designate, is hereby appointed to serve as Secretary-Treasurer of the Committee, to fulfill the requirements of the Secretary-Treasurer as set out in section 45 of the *Planning Act*.
3. All previous by-laws appointing a Secretary-Treasurer for the Committee of Adjustment that are inconsistent with the contents of this by-law are hereby repealed.
4. The provisions of this By-law shall become effective upon enactment.

**Read a first, second and third time and finally passed this 11<sup>th</sup> day of March, 2019.**

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Mayor - Aldo DiCarlo

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Clerk - Paula Parker



**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2019-033**

**By-law to Confirm the Proceedings of the Council  
of the Corporation of the Town of Amherstburg**

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**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.O. 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 March 11<sup>th</sup>, 2019, 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 11<sup>th</sup> day of March, 2019.

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MAYOR – Aldo DiCarlo

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CLERK – Paula Parker