



**TOWN OF AMHERSTBURG
REGULAR COUNCIL MEETING**

AGENDA

**Electronic Meeting
Public Participation via Livestream
<https://www.amherstburg.ca/livestream>**

**Monday, April 12, 2021
6:00 PM**

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

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	Pages
1. CALL TO ORDER	11
2. ROLL CALL	

3. LAND ACKNOWLEDGEMENT

We will begin by acknowledging that the land on which we gather is the traditional territory of the Three Fires Confederacy of First Nations (comprising the Ojibway, the Odawa, and the Potawatomie Peoples), and of the Huron-Wendat and Wyandot Peoples. We recognize the land as an expression of gratitude to those whose traditional territory we reside on, and a way of honouring the Indigenous people who have been living and thriving on the land since time immemorial. We value the significant historical and contemporary contributions of local and regional First Nations and all of the Original Peoples of Turtle Island.

4. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

(Public Council Meeting Agenda Items)

5. REPORT OUT FROM IN-CAMERA COUNCIL MEETING - March 22, 2021

6. 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:

6.1. **Special In-Camera Council Meeting Minutes - March 8, 2021, as amended**

6.2. **Regular Council Meeting Minutes - March 22, 2021**

6.3. **Special In-Camera Council Meeting Minutes - March 22, 2021**

7. DELEGATIONS

There are no Delegations.

8. PRESENTATIONS

8.1. Imagine & Believe in Amherstburg Survey - Linden Crain and Jen Desjardins-Grondin, Amherstburg Community Foundation (ACF)

28

That the presentation **BE RECEIVED**.

9. REPORTS – CORPORATE SERVICES

9.1. Policy Amendment – Procurement Policy

53

It is recommended that:

1. The Procurement Policy **BE AMENDED** to include the following clause:

“24.3.2.1 h) Where the landowner will be assessed 100% of all costs for works under the Drainage Act and the landowner wishes to choose a contractor from the prequalified list of contractors, or another contractor deemed qualified by the Town, who comply with section 23 of this policy.”

10. REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

There are no reports.

11. REPORTS – ENGINEERING AND PUBLIC WORKS

11.1. 2021 Road Repairs Program – Award of Tender 107

It is recommended that:

1. The 2021 Road Repairs Program Tender **BE AWARDED** to Avanti Paving Inc. in an amount of \$136,000 plus applicable taxes; and,
2. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Avanti Paving Inc. for the completion of the 2021 Road Repairs Program.

11.2. 2021 Road Maintenance (Tar and Chip) Program – Award of Tender 114

It is recommended that:

1. An over-expenditure not to exceed \$10,000 for the 2021 Road Maintenance (Tar and Chip) Program capital project, to be funded from current taxation, **BE APPROVED**;
2. The 2021 Road Maintenance (Tar and Chip) Program Tender **BE AWARDED** to Shepley Road Maintenance Limited in an amount of \$206,210 plus applicable taxes; and,
3. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Shepley Road Maintenance Limited for completion of the 2021 Tar and Chip Program.

11.3. Grader and Equipment – Award of Tender 121

It is recommended that:

1. An over-expenditure for purchase of a gravel compaction unit not to exceed \$12,700 **BE APPROVED** for a total cost not to exceed \$37,613 including net HST and that the over-expenditure **BE FUNDED** from taxation, with any surplus/deficit resulting from taxation funded operations to be addressed through recommendations in the year end (Q4) variance report;
2. The Motor Grader and Equipment Tender **BE AWARDED** to Brandt Tractor Limited in an amount of \$456,654 plus applicable taxes; and,
3. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Brandt Tractor Limited for the purchase of a 2021 Motor Grader and Equipment.

It is recommended that:

1. An over-expenditure not to exceed \$81,756 **BE APPROVED** for the Repair and Improvement to the Ouellette Drain West project, for a total cost not to exceed \$325,756 including net HST to be funded by recoveries from benefitting property owners;
2. The Town's estimate of the over-expenditure not to exceed \$13,529 including net HST be funded from current taxation **BE APPROVED**, with any surplus/deficit resulting from taxation funded operations to be addressed through recommendations in the year end (Q4) variance report;
3. The Ouellette Drain West Tender **BE AWARDED** to Nevan Construction Inc. for an amount not to exceed \$245,200 plus H.S.T.; and,
4. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Nevan Construction Inc. for completion of the Ouellette Drain West improvements.

12. REPORTS - PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

12.1. Development Agreement, Suitability for Development of Five Proposed Lots on Private Septic Systems and Removal of Holding Zone on N/S County Road 20

It is recommended that:

1. The development of five lots on County Road 20 on private septic systems in accordance with the Development Agreement **BE APPROVED**;
2. The execution of a Development Agreement with Jon and Kathy Parks associated with Consent File numbers B/28-32/20 inclusive **BE APPROVED**;
3. **By-law 2021-020** being a by-law to authorize the signing of a Development Agreement for the development of five residential building lots be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same; and,
4. **By-law 2021-025** being a by-law to amend Zoning By-law 1999-52 to Remove a Holding Zone for N/S of County Road 20 (five lots) taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

12.2. Hunt Club Creek Subdivision - Extension of Draft Plan Approval

183

It is recommended that:

1. The request from Melanie Muir (Dillon Consulting) on behalf of Hunt Club Creek Inc. for a three year extension of the Draft Plan Approval for Hunt Club Creek Subdivision (File #37-T-02006) **BE SUPPORTED**; and,
2. Administration **BE DIRECTED** to notify the County of Essex, Planning Services, of the Town's support for the extension of Draft Plan Approval.

12.3. Suitability for Development on Private Septic System on one Severed Lot on Front Road N

203

It is recommended that:

1. The development of a lot on Front Road North, severed off 1459 Front Road N, on a private septic system, as outlined in the March 22, 2021 report from the Manager of Planning Services, **BE APPROVED**.

13. REPORTS - CAO's OFFICE

13.1. Fire Safety Grant - Letter of Intent and Fire Safety Grant Transfer Payment Agreement

213

It is recommended that:

1. That an over-expenditure not to exceed \$10,970 in the Fire budget centre, training and professional development expense **BE APPROVED** to be funded by \$10,000 from the Fire Safety Grant Funding and \$970 from taxation; and,
2. **By-law 2021-029** being a by-law authorizing the execution of the Agreement between the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal be taken as having been read three times, and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

14. INFORMATION REPORTS

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

14.1.	Amherstburg Water Treatment Plant Submission of the 2020 Annual Summary Report	240
14.2.	Information Update – Radon Gas	253

15. CONSENT CORRESPONDENCE

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

15.1.	Inclusive Community Grants Program - Ministry for Seniors and Accessibility	258
15.2.	Routine Disclosure and Active Dissemination Policy - Linda Saxon, Resident	262
15.3.	Town of Amherstburg Compliance Results - Office of the Fire Marshal and Emergency Management	263
15.4.	Bill C-21, Gun Control Laws - Town of Kingsville Resolution	264
15.5.	Request for Funding for Tree Planting in Windsor-Essex County - City of Windsor Resolution	266
15.6.	Regional Food and Organics Waste Management Program - City of Windsor Resolution	267
15.7.	Support for Fire Departments - Township of Hudson Resolution	268
15.8.	Planning Act Timelines - City of Kitchener Resolution	270
15.9.	MeeQuam Youth Residence Closure - Town of Cochrane Resolution	272
15.10.	Health Canada Cannabis Consultation - Debbie France, Norfolk County Resident	274
15.11.	Schedule 3, Bill 257, Supporting Broadband and Infrastructure Expansion Act, 2021 - Town of Orangeville Resolution	276
15.12.	Open Letter to ORFA Members and Industry Employers - Ontario Recreation Facilities Association (ORFA)	277
15.13.	Carbon Tax - Town of Plympton-Wyoming Resolution	280

16. CORRESPONDENCE

16.1. Post Traumatic Stress Disorder Awareness Month - June 2021 281

It is recommended that:

1. The correspondence dated March 27, 2021, regarding Post Traumatic Stress Disorder (PTSD) Awareness Month **BE RECEIVED**; and,
2. June 2021 **BE PROCLAIMED** as Post Traumatic Stress Disorder Awareness Month in the Town of Amherstburg.

17. CONSENT OTHER MINUTES

That the following minutes **BE RECEIVED**:

17.1. Committee of Adjustment Meeting Minutes - February 23, 2021 283

17.2. Committee of Adjustment Meeting Minutes - March 30, 2021 303

18. UNFINISHED BUSINESS

18.1. Unfinished Business List as at April 12, 2021 321

19. NEW BUSINESS

20. NOTICE OF MOTION

There are no Notices of Motion.

21. BY-LAWS

21.1. By-law 2021-028 - Confirmatory By-law

325

That **By-law 2021-028** being a by-law to Confirm all Resolutions of the Municipal Council Meetings held on April 12, 2021, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

22. SPECIAL IN-CAMERA COUNCIL MEETING

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

Item A - Section 239(2)(c) - A proposed or pending acquisition or disposition of land by the municipality or local board.

23. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

(In-Camera Council Meeting Agenda Item)

24. ADJOURNMENT FROM SPECIAL IN-CAMERA COUNCIL MEETING

25. ADJOURNMENT

That Council adjourn at p.m.

APRIL 2021

11	12 Electronic Meetings (Livestream) Special Council Meeting Planning 5:00 p.m. & Regular Council Meeting 6:00 p.m. *In-Camera Session directly following Regular session	13	14	15	16	17
18	19	20	21	22	23	24

25	<p>26</p> <p>Electronic Meetings (Livestream)</p> <p>Special Council Meeting Planning 5:00 p.m.</p> <p>&</p> <p>Regular Council Meeting 6:00 p.m.</p>	<p>27</p> <p>Committee of Adjustment Meeting Electronic Participation 7:30 a.m.</p>	28	29	30	
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**TOWN OF AMHERSTBURG
REGULAR COUNCIL MEETING**

**Monday, March 22, 2021
6:00 PM**

MINUTES

PRESENT

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

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

ABSENT

Mayor DiCarlo

All members of Council participated in the meeting through video conferencing technology from remote locations. Public participation was conducted via livestream.

CALL TO ORDER

The Deputy Mayor called the meeting to order at 6:08 p.m.

ROLL CALL

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

Item # 4.5 - Special In-Camera Council Meeting Minutes, March 8, 2021 -
Councillor Prue advised that there may be an error with respect to the minutes.

The Clerk advised that the concern can be addressed in the In-Camera Meeting directly following Regular session and the March 8th, 2021, In-Camera Meeting Minutes will be brought forward to the April 12th, 2021 for adoption.

MINUTES OF PREVIOUS MEETING

Councillor Prue moved Items # 4.1 - # 4.4.

Resolution # 20210322-084

Moved By Councillor Prue

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:

- 4.1 Special In-Camera Council Meeting Minutes - February 22, 2021**
- 4.2 Regular Council Meeting Minutes - February 22, 2021**
- 4.3 Special Council Meeting Minutes - Planning - March 8, 2021**
- 4.4 Regular Council Meeting Minutes - March 8, 2021**
- ~~**4.5 Special In-Camera Council Meeting Minutes - March 8, 2021**~~

The Deputy Mayor put the Motion.

Motion Carried

DELEGATIONS

5.1 Request for Street Named after Grandfather - Denise Spearing

Resolution # 20210322-085

Moved By Councillor Prue
Seconded By Councillor Simone

That:

1. **The delegation BE RECEIVED; and,**
2. **Harry V. Spearing's name BE ADDED to the street naming list and be properly vetted through the Marsh Historical Collection and the Heritage Committee, if necessary, and a report be brought back to Council.**

The Deputy Mayor put the Motion.

Motion Carried

The Deputy Mayor moved Items # 5.6 and # 5.7 forward.

5.2 Request for Fence Variance - Scott Renaud and Lynn Nadeau

5.6 Response to Item # 5.2, Fence Variance Request - Luigi DiPierdomenico, DiPierdomenico Law Firm, Representing Douglas and Mary Emery

5.7 Response to Item # 5.2, Fence Variance Request - Debbie Nedin

The Clerk advised of a delegation request with respect to Item # 5.2 that was received by Drew Coulson past the deadline.

Moved By Councillor McArthur
Seconded By Councillor Simone

That the Rules of Order BE WAIVED to allow Mr. Coulson to address Council.

The Deputy Mayor put the Motion.

Motion Carried

Resolution # 20210322-086

Moved By Councillor Prue
Seconded By Councillor Simone

That:

1. **The Chief Administrative Officer BE DIRECTED to meet with the parties to the fence variance request to broker a deal and mediate a settlement; and,**
2. **The current application BE TABLED until a settlement is reached.**

The Deputy Mayor put the Motion.

Motion Carried

- 5.3 **Open Air Weekends 2021 - Jen DeLuca, Waterfront Ice Cream**
- 5.4 **Open Air Weekends 2021 - Bryce May, Happier Camper**
- 5.5 **Open Air Weekends 2021 - Richard Peddie, River Bookshop**

The Deputy Mayor moved Item # 7.1 forward.

PRESENTATION

7.1 Open Air Weekends 2021

The Manager of Licencing and Enforcement provided a presentation with respect to Open Air Weekends 2021.

The Clerk advised of a request from Remo and Renee D'Amore, Downtown Espresso Café, to have their correspondence read aloud as they couldn't attend this evening's meeting.

Moved By Councillor McArthur
Seconded By Councillor Simone

That the Rules of Order BE WAIVED to allow the Clerk to read the correspondence as requested.

The Deputy Mayor put the Motion.

Motion Carried

Moved By Councillor Prue
Seconded By Councillor Simone

That all Open Air delegations and the Administrative presentation BE RECEIVED.

The Deputy Mayor put the Motion.

Motion Carried

REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

8.1 Continuing Respond, Restart, Recover Open Air Weekends 2021

Councillor Prue amended the motion to approve Option A with an amended footprint on Dalhousie St. up to Gore St. to accommodate the Royal Canadian Legion.

Resolution # 20210322-088

Moved By Councillor Prue
Seconded By Councillor McArthur

That:

- 1. Open Air Weekend Option A with an amended footprint on Dalhousie St. up to Gore St. to accommodate the Legion BE APPROVED during prime hours and Option D during non prime hours, beginning every weekend from May 21-24 to September 24-26, 2021;**
- 2. Open Air Weekends 2021 and associated events BE EXEMPT AND PERMITTED for road closures included in Option A to begin prior to 5pm for the remainder of 2021;**
- 3. Open Air Weekends 2021 and associated events BE EXEMPT from the Noise By-law, as long as the noise generated from the program and associated events remain under a noise level of 60dba; and,**
- 4. An exemption BE GRANTED to Section 3 of the Kings Navy Yard Park By-law 2004-89 to allow for the Open Air Weekends 2021 and associated events in the Kings Navy Yard Park.**

The Deputy Mayor put the Motion.

Motion Carried

Moved By Councillor Renaud
Seconded By Councillor Simone

That Council recess for break at 8:58 p.m.

The Deputy Mayor put the Motion.

Motion Carried

Moved By Councillor Simone
Seconded By Councillor Renaud

That Council resume Regular session at 9:14 p.m.

The Deputy Mayor put the Motion.

Motion Carried

5.6 Response to Item # 5.2, Fence Variance Request - Luigi DiPierdomenico, DiPierdomenico Law Firm, Representing Douglas and Mary Emery

As dealt with above

5.7 Response to Item # 5.2, Fence Variance Request - Debbie Nedin

As dealt with above

REPORTS – CORPORATE SERVICES

There were no reports.

PRESENTATION

7.1 Open Air Weekends 2021

As dealt with above.

REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

8.1 Continuing Respond, Restart, Recover Open Air Weekends 2021

As dealt with above

REPORTS – ENGINEERING AND PUBLIC WORKS

9.1 2021 Mill and Pave Program – Tender Results

Resolution # 20210322-089

Moved By Councillor Simone

Seconded By Councillor Renaud

That:

1. **The 2021 Mill and Pave Program Tender BE AWARDED to Armstrong Paving and Materials Group Ltd. for an amount not to exceed \$612,401.11 plus H.S.T to complete rehabilitation works for Ryan Street, Lamp Road, David Crescent, Point West Drive West and Wyandotte Street; and,**
2. **The Mayor and Clerk BE AUTHORIZED to execute an agreement with Armstrong Paving and Materials Group Ltd. for the 2021 Mill and Pave program.**

The Deputy Mayor put the Motion.

Motion Carried

9.2 Culvert No. 59 Replacement - Hamel-Bezaire Drain at Concession 4 North – Tender Results

Resolution # 20210322-090

Moved By Councillor Renaud

Seconded By Councillor McArthur

That:

1. **The Culvert No. 59 Replacement - Hamel-Bezaire Drain at Concession 4 North BE AWARDED to Matassa Incorporated in an amount not to exceed \$478,563.99 plus H.S.T.; and,**

2. **The Mayor and Clerk BE AUTHORIZED to execute an agreement with Matassa Incorporated for the Culvert No. 59 Replacement - Hamel-Bezaire Drain at Concession 4 North.**

The Deputy Mayor put the Motion.

Motion Carried

9.3 Fryer Street Reconstruction – Abandonment of portion of the 2nd Concession Drain

Resolution # 20210322-091

Moved By Councillor McArthur
Seconded By Councillor Simone

That:

1. **Administration BE DIRECTED to send notice to all owners of land assessed for the drainage works stating its intention to abandon part the 2nd Concession Drain drainage works in accordance with Section 84(2) of the Drainage Act; and,**
2. **Administration BE DIRECTED to appoint an engineering firm from the Drainage Engineering Roster to complete a report for the abandonment of part of the 2nd Concession Drain in accordance with Section 84(3) of the Drainage Act if notice is received from a landowner requesting that such a report be made.**

The Deputy Mayor put the Motion.

Motion Carried

REPORTS - PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

10.1 Removal of Holding Zone for Kingsbridge Subdivision Phase 10

Resolution # 20210322-092

Moved By Councillor Prue
Seconded By Councillor Simone

That By-law 2021-015 being a by-law to amend Zoning By-law 1999-52 to Remove a Holding Zone for Kingsbridge Subdivision Phase 10 be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Deputy Mayor put the Motion.

Motion Carried

REPORTS - CAO's OFFICE

11.1 AODA Compliance Remediation Software Licensing

Resolution # 20210322-093

Moved By Councillor Renaud

Seconded By Councillor Simone

That:

- 1. An Agreement with AbleDocs Inc. for the purchase of Document Accessibility Remediation Software and Services BE APPROVED and the Mayor and Clerk BE AUTHORIZED to sign same;**
- 2. A 2021 over-expenditure not to exceed \$5,050 plus HST for the purchase of accessibility software user licenses and support services from AbleDocs Inc. BE APPROVED; and,**
- 3. The Treasurer BE AUTHORIZED to fund the 2021 over-expenditure relative to the acquisition of AbleDocs accessibility software user licenses through a transfer from the AODA Compliance Reserve account not to exceed \$5,140.**

The Deputy Mayor put the Motion.

Motion Carried

INFORMATION REPORTS

Resolution # 20210322-094

Moved By Councillor McArthur

Seconded By Councillor Renaud

That the following information reports BE RECEIVED:

12.1 2020 Council and Appointee Statement on Remuneration and Expenses

12.2 Cheque Listing for the Month of February 2021

12.3 External Audit Planning Report - Year Ending December 31, 2020

12.4 Monthly Fire Department Activity Report - February 2021

The Deputy Mayor put the Motion.

Motion Carried

CONSENT CORRESPONDENCE

Resolution # 20210322-095

Moved By Councillor Prue

Seconded By Councillor Simone

That the following consent correspondence BE RECEIVED:

13.1 Windsor Police Service, Amherstburg Detachment - First Quarter Statistics 2021

13.2 Request for National 3-Digit Suicide Prevention Hotline - Chris Lewis, MP, Essex

13.3 Support for Wine Sector - Niagara Region Resolution

13.4 Homelessness, Mental Health and Addiction in Niagara - Niagara Region Resolution

13.5 Colour Coded Capacity Limits - City of Sarnia Resolution

13.6 Cannabis Licencing and Enforcement - Township of Brock Resolution

13.7 Provincial Vaccine Rollout - Township of South Glengarry Resolution

13.8 Request for Amendments to the Agricultural Tile Drainage Installation Act - Howick Township Resolution

The Deputy Mayor put the Motion.

Motion Carried

Resolution # 20210322-096

Moved By Councillor Prue
Seconded By Councillor Simone

Item # 13.2 - That Administration BE DIRECTED to correspondence in support of the request for a National 3-Digit Suicide Prevention Hotline, Chris Lewis, MP, Essex.

The Deputy Mayor put the Motion.

Motion Carried

Resolution # 20210322-097

Moved By Councillor Prue
Seconded By Councillor Simone

Item # 13.3 - That Administration BE DIRECTED to send correspondence in support of the local wine sector for Essex Pelee Island Coast (EPIC) wineries rather than the VQA region.

The Deputy Mayor put the Motion.

Motion Carried

Resolution # 20210322-098

Moved By Councillor Prue
Seconded By Councillor Renaud

Item # 13.8 - That Administration BE DIRECTED to send correspondence in support of the Township of Howick's resolution regarding their request for amendments to the Agricultural Tile Drainage Installation Act.

The Deputy Mayor put the Motion.

Motion Carried

UNFINISHED BUSINESS

1. Councillor Prue asked for an update with respect to the Agent of Change report (Resolution # 20200309-096).

The Manager of Licencing and Enforcement advised that she was seeking additional information from the City of Hamilton and she will follow up with them tomorrow.

NEW BUSINESS

1. The CAO provided an update with respect to the Mass Vaccination Centre. He advised that the target opening is April 1, 2021.

2. Resolution # 20210322-099

Moved By Councillor Renaud

Seconded By Councillor Prue

That:

1. **Administration BE DIRECTED to explore long term Town volunteers who can potentially be added to the street naming list after being vetted through the Marsh Collection Society and the Heritage Committee, if necessary; and,**

2. **A report be brought back with the list of names.**

The Deputy Mayor put the Motion.

Motion Carried

3. Councillor Courtney asked if additional details can be given on tax sale notices.

The Treasurer advised that the information within the tax sale notice is standard tax sale practice and the Town will not divulge owner details.

Moved By Councillor Renaud

Seconded By Councillor Prue

That Council extend the meeting to 10:45 p.m.

The Deputy Mayor put the Motion.

Motion Carried

4. Councillor Prue advised that he received a call from a resident that a speed monitor was supposed to be placed on Meloche Rd. between Simcoe St. and Alma St.; and further, the resident believes that 60 km is too high in that area.

The Director of Engineering and Public works advised that she will look into the records regarding speed monitor and request to change the speed limit for that stretch of road and get back to Council.

5. Councillor Prue advised that a resident on Boblo Island informed him that the Police won't enforce overnight parking on the street because there are no signs.

The Windsor Police Service, Amherstburg Detachment Staff Sergeant advised that this is the first she has heard of an issue. She further advised that she will look into the concern and that her contact information can be provided to the resident so she can address the concern directly.

6. Councillor Prue advised of emails he has received regarding requests to have the brush cleared near the Visitors Information Centre as it is stopping people from enjoying their view of the river.

The Director of Engineering and Public works advised that the Town does not have the equipment required to maintain the brush in that area due to the steep slopes and that the work is contracted out. She further advised that her department will take a look at the area and call the contractor out if the area needs to be maintained once again.

NOTICE OF MOTION

There were no Notices of Motion.

BY-LAWS

17.1 By-law 2021-022 - Confirmatory By-law

Resolution # 20210322-100

Moved By Councillor Renaud

Seconded By Councillor McArthur

That By-law 2021-022 being a by-law to Confirm all Resolutions of the Municipal Council Meeting held on March 22, 2021, be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Deputy Mayor put the Motion.

Motion Carried

SPECIAL IN-CAMERA COUNCIL MEETING

Resolution # 20210322-101

Moved By Councillor Prue
Seconded By Councillor Simone

That Council move into an In-Camera Meeting of Council at 10:05 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reasons:

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

The Deputy Mayor put the Motion.

Motion Carried

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

ADJOURNMENT FROM SPECIAL IN-CAMERA SESSION @ 10:32 P.M.

ADJOURNMENT

Moved By Councillor Courtney

Seconded By Councillor Renaud

That Council rise and adjourn @ 10:32 p.m.

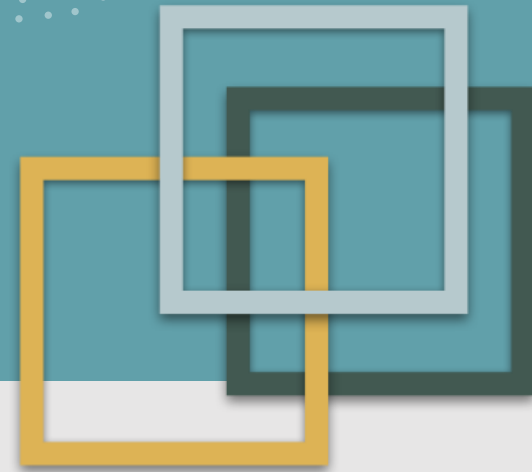
The Deputy Mayor put the Motion.

Motion Carried

DEPUTY MAYOR – LEO MELOCHE

CLERK – PAULA PARKER

Imagine & Believe in Amherstburg Survey Highlights



Presented by:

Jen Desjardins-Grondin, Director at the
Amherstburg Community Foundation

Linden Crain, Director at the Amherstburg
Community Foundation

**Amherstburg
Community Foundation**

About the Amherstburg Community Foundation

- Registered charity (Registration No. 853991453) with the Canada Revenue Agency since 2009.
- Committed and experienced board of directors consisting of Amherstburg residents who have collectively lived in the town for over 170 years.
- Relaunched with a new board of directors, bylaws, and officers in May 2019.
- Grants directed to the support of Amherstburg community initiatives.
- Operating overhead has declined from 7.5% of revenue in the 2019 financial statement audited by KPMG, to 5.6% in the 2020 draft financial statement.
- For more information on ACF, its initiatives, and how to donate, please visit amherstburgfoundation.org

Our Mission, Vision, and Values

Our mission: to help make Amherstburg the best small town in Ontario to live, to visit, and enjoy judged by its economy, quality of life, environment and inclusiveness.

Our vision: to make Amherstburg a great place to visit and an even better place to live.

Our values: healthy, inspiring, and inclusive.

Initiatives to Date

- In 2020, \$64,995 was presented to 11 organizations through our 'Believe in Amherstburg' Initiative.
 - Four organizations are housed in the 'HUB'.
 - ACF used polling to help decide where the funds should go. We received 14,000 votes from community members.
- In 2019 & 2020, \$104,731 was donated to 4 community projects:
 - \$40,935 to the Amherstburg Carnegie Library.
 - \$21,925.00 to the Amherstburg Freedom Museum.
 - \$26,371.11 towards ERCA's Holiday Beach Cycling Trail.
 - \$15,500.00 to Beaudoin Park.
- Hosted 5 'Thought Leaders Speaker Series' with several distinguished community builders.



2021 Fundraising Initiative

- We are going to repeat the very successful 'Believe in Amherstburg' initiative.
- We are aiming to launch the initiative around June, depending on COVID-19 conditions.
- Non-profit organizations will be able to apply for grants online.
- We expect each applicant to work hard to raise a portion of the funds themselves.
- We will then engage residents via an online poll to help us decide which organization should receive funding.

Imagine & Believe in Amherstburg Survey Overview

Why did we create the survey?

To better understand the needs and desires of those living in or visiting the Amherstburg community.

Results:

- 243 responses from residents and visitors of Amherstburg
- 42.5% between 45-64, 29.2% between 25-44, 21.7% 65+, 5.4% 24 or younger, and 1.2% prefer not to answer
- 89.9% of respondents lived in Amherstburg
- 61.3% of people have lived in Amherstburg for 12+ years

**IMAGINE & BELIEVE
IN
AMHERSTBURG**



*Complete
the survey
today!*

AMHERSTBURGFOUNDATION.ORG/SURVEY

**Do you have ideas
for Amherstburg
that you would
like to share?**



COMPLETE OUR SURVEY

AMHERSTBURGFOUNDATION.ORG/SURVEY

Complete the survey and be entered in for a chance
to win 1 of 3 #BelieveInAmherstburg Gift Baskets!

Key Findings

What do you enjoy most about the Town of Amherstburg?

Top four selections:

1. Riverfront (219)
2. Great People (173)
3. History (163)
4. Small businesses (164)

Other selections: Parks (160), Trails (94) and Schools (54)





How satisfied are you with the town's recreational spaces?

- 40.2% are satisfied
- 27.6% are neutral
- 18% are very satisfied
- 12.6% are dissatisfied
- 1.7% are very dissatisfied

How can these spaces be improved?

- Adding a dog park in the community.
- More spaces for public fishing.
- More tennis and pickleball courts.
- More direct access to water for kayaking, fishing, and launching boats.
- New pool.
- Better signage/information on how to access trails.
- Outdoor exercise equipment.
- Continue plans to update old Duffy's Marina.
- More entertainment in downtown core — loved the open-air weekends.





Are we amplifying the rich history of Amherstburg enough?

- 51.7% believe we are sometimes amplifying the history of Amherstburg
- 40.8% believe we are always amplifying the history of Amherstburg
- 6.7% believe we rarely amplify the history of Amherstburg
- 0.8% believe we never amplify the history of Amherstburg



What do you think we could do better?

- Marketing outside of the county.
- Feature more aspects of our history other than the War of 1812.
- More events to engage the community about Amherstburg's history.
- Adding murals.
- Create a bus or trolley tour.
- More plaques on historical buildings outlining the story of Amherstburg.
- Walking or biking tours.
- Get small businesses to promote Amherstburg's history ex. facts on menus, information at wineries and breweries
- We need to support and expand on our history of the Underground Railroad and Black Cemeteries of Essex County

Do you believe the citizens of Amherstburg are doing their part to protect the environment?

- 70.5% of people believe citizens are sometimes doing their part to protect the environment
- 19% of people believe citizens are always doing their part to protect the environment
- 6.8% of people believe citizens are rarely doing their part to protect the environment
- Remaining responses were “not sure”, “don’t know”, “not since COVID-19...”, etc



What do you think we could do better?

- More activities to clean the community.
- More garbage and recycling cans.
- Start a green bin program.
- More trees and wildflowers.
- More signage about the environment in the Navy Yard.
- Water stations.
- Promote more plant-based restaurants.
- Ban the use of pesticides and leaf blowers.
- Compost option for residents.
- Community garden.
- Electronics pickup.
- Businesses should ban single-use plastics.



Does Amherstburg do enough to create a diverse and inclusive community?

- 50.4% of people believe we sometimes do enough to create a diverse and inclusive community
- 40.6% of people believe we always do enough to create a diverse and inclusive community
- 8.5% of people believe we rarely do enough to create a diverse and inclusive community
- 0.4% of people believe we never do enough to create a diverse and inclusive community



What do you think we could do better?

- Multicultural festival.
- Establish a multicultural group.
- Add bus transit to connect people from other areas in Windsor-Essex to Amherstburg.
- Diversity on boards.
- Bus transportation.
- Together classes on cultural crafts, how to do Japanese woodworking, calligraphy, native weaving, crochet, knit, cooking classes, etc. And make it accessible and affordable.





Do you feel there is enough programming available in Amherstburg to support the most vulnerable?

- 60.4% of people sometimes feel that there is enough programming to support the most vulnerable
- 21.3% of people always feel that there is enough programming to support the most vulnerable
- 16.1% of people feel that there is rarely enough programming to support the most vulnerable
- 2.2% of people feel that there is never enough programming to support the most vulnerable

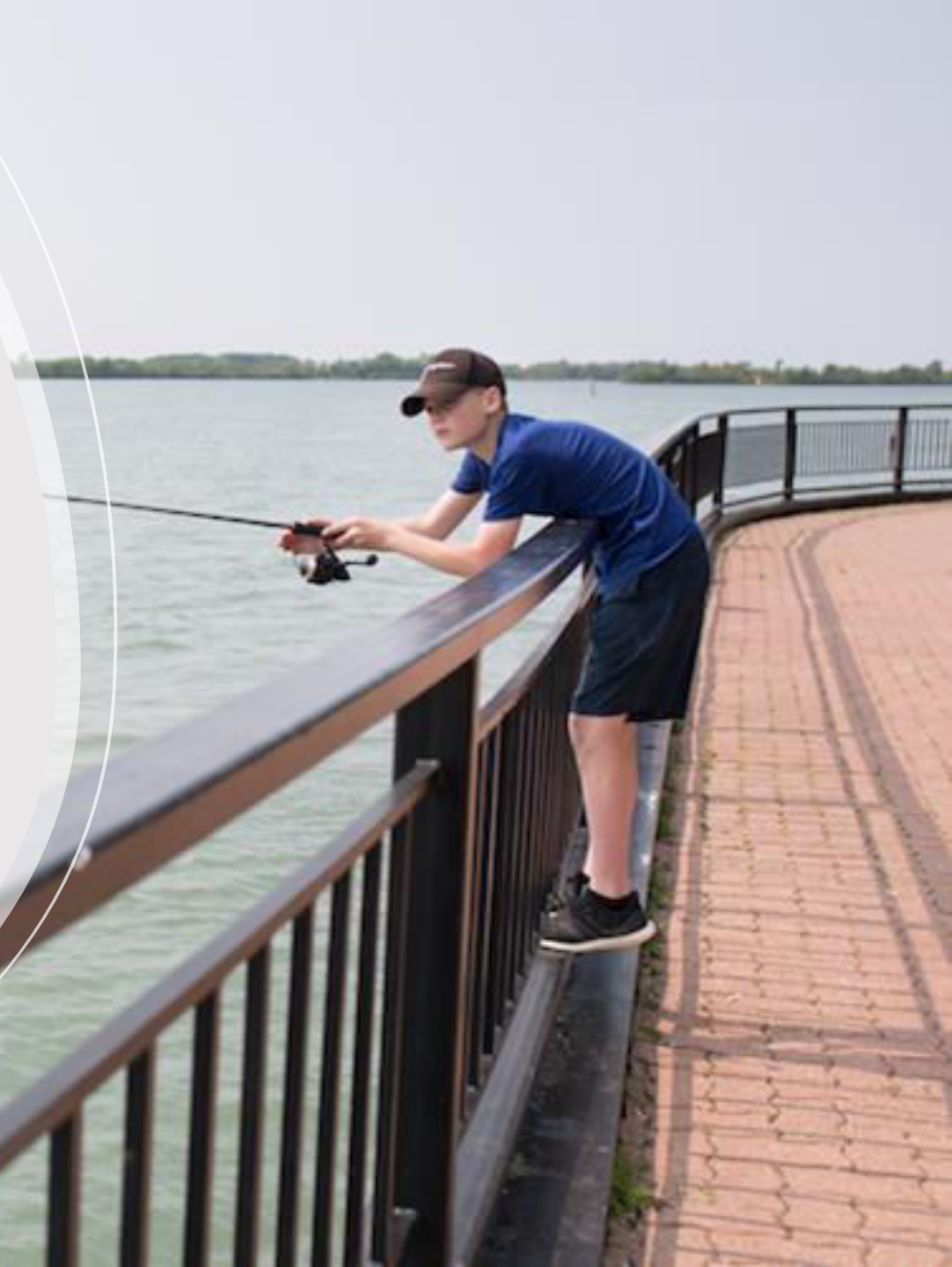
What do you think we could do better?

- More awareness of mental health and hunger.
- Affordable housing.
- An autism program.
- Learning assistance for struggling learners.
- A community registry to create a database for vulnerable people that could be used for check-in during emergencies.
- Advertise the programs offered more.
- Mental health clinics.
- More spaces for the lonely and depressed.
- Amherstburg could use a Hospice.
- Making sporting events at the Libro available by shuttle – this ensures people and specifically young people are occupied.
- Free counselling services.
- More community wellness calls for seniors living alone.



Do you feel Amherstburg provides enough programming to support youth?

- 56.1% of people say we sometimes provide enough programming for youth
- 20.4% of people say we rarely provide enough programming for youth
- 19.6% of people say we always provide enough programming for youth
- 3.9% of people say we never provide enough programming for youth



What do you think we could do better?

- More VIP programs and mentoring.
- Town sponsored virtual activities via Zoom or Google Meets – especially useful during the pandemic.
- Better hangout places for teenagers.
- Ask the youth what they want.
- Partner with YMCA & YWCA.
- Make programs accessible and affordable.
- Basketball programming could thrive in Amherstburg.
- Promote Libro activities more.
- More after school programs.





Do you feel Amherstburg provides enough programming to support seniors?

- 55.8% of people believe we sometimes provide enough programming for seniors
- 28.6% of people believe we always provide enough programming for seniors
- 14.3% of people believe we rarely provide enough programming for seniors
- 1.3% of people believe we never provide enough programming for seniors



What do you think we could do better?

- Connect them to bus transportation.
- More elderly check-ins.
- Create an Age Friendly network which does neighbourhood audits, promotes recreational activities, and social programming.
- More activities for seniors who are working and cannot participate during the day.
- Buses from subdivision to downtown.
- Perhaps more day trips. Also, an awareness of Elder Orphans and what extra services they might require.



Do you feel Amherstburg supports active living?

- 52.3% of people feel that Amherstburg sometimes supports active living
- 36.8% of people feel that Amherstburg always supports active living
- 9.2% of people feel that Amherstburg rarely supports active living
- 1.7% of people feel that Amherstburg never supports active living

What do you think we could do better?

- More bike lanes.
- Indoor pool.
- More pickleball courts.
- New walking track.
- Improve access to safe volleyball and basketball courts.
- More paved trails.
- More bike racks downtown.
- Organized bike tours.
- Bike rental system.
- More fun runs in town.



Other Key Findings

- List of organizations people support.
- Why they support these organizations.
- Fundraising ideas to support the types of ideas brought forward.





For an even BETTER Amherstburg!



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF CORPORATE SERVICES

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

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: Policy Amendment – Procurement Policy

1. RECOMMENDATION:

It is recommended that:

- 1. The Procurement Policy BE AMENDED to include the following clause:

“24.3.2.1 h) Where the landowner will be assessed 100% of all costs for works under the Drainage Act and the landowner wishes to choose a contractor from the prequalified list of contractors, or another contractor deemed qualified by the Town, who comply with section 23 of this policy.”

2. BACKGROUND:

Section 24 of the Town’s Procurement Policy (Policy) allows for ‘Exceptions to Procurement Procedures’ to be approved by the CAO.

A developer is building a greenhouse which requires construction works on the Municipal Drain servicing the property. The estimated cost of the drainage works exceeds the threshold for direct procurement under the Policy without Council authorization. For this particular project, undertaking a Request for Tender process risks the interruption or delay in completion of the greenhouse development and also risks an increase to the benefitting property owner’s cost for the drainage works. The landowner has a construction company on site doing extensive work and wants the same contractor to undertake the drainage works. Under the drainage assessment schedule for the project, the landowner will be assessed and obligated to pay the full cost of the drain works.

The exceptions currently outlined in the Policy do not allow for sole source purchasing of works and services assessed under the Drainage Act where there is a single benefitting

property owner that will be assessed and obligated to pay the full costs of the works and services.

3. DISCUSSION:

A review of procurement practices by other municipalities found that many include exemption clauses for Drainage Act works, and in some cases include a broader exemption clause for other works and purchases, that are fully (100%) reimbursed by a third party. At this time, Administration is recommending that an additional 'Exception' be allowed under Section 24 of the Policy for sole source purchasing as follows:

“Where the landowner will be assessed 100% of all costs for works under the Drainage Act and the landowner wishes to choose a contractor from the prequalified list of contractors, or another contractor deemed qualified by the Town, who comply with section 23 of this policy.”

This addition to the Policy would allow the CAO to authorize procuring a specific contractor should the landowner make such a request. However, the clause will not deter Administration from proceeding with competitive procurement, to ensure the best price is secured on behalf of the landowner, where a preferred contractor is not requested by the benefitting landowner.

The Town currently maintains a roster of prequalified engineers for engineering services related to works and services under the Drainage Act. A roster of qualified contractors for Drainage Act construction and maintenance works would also be developed as time permits.

Whether or not they are included in the prequalified roster, any contractor put forward by the benefitting landowner for award of a sole source contract for completion of works under the Drainage Act will be required to demonstrate their competency, experience, and suitability to satisfactorily complete the works. Any recommendation to use such a contractor would require support of the Drainage Superintendent based on these criteria, and approval of the CAO.

4. RISK ANALYSIS:

There is no identified risk to the recommendation in this report.

5. FINANCIAL MATTERS:


There is no financial impact to the recommendation in this report.

6. CONSULTATIONS:

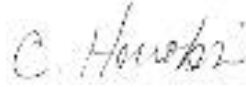
Shane McVitty, Drainage Superintendent
Antonietta Giofu, Director, Engineering and Public Works

7. **CONCLUSION:**

The Policy amendment is recommended for approval.



Justin Rousseau
Treasurer



Cheryl Horrobin
Director of Corporate Services

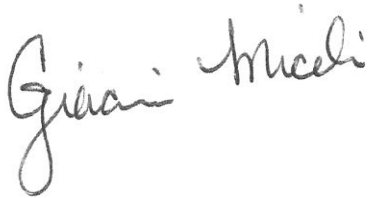
Report Approval Details

Document Title:	Policy Amendment - Procurement Drainage.docx
Attachments:	- 2015 Procurement Policy.docx
Final Approval Date:	Apr 6, 2021

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



Cheryl Horrobin




John Miceli



Paula Parker

POLICY

	Policy:	PROCUREMENT POLICY		
	Department:	Corporate Services		
	Division:	Finance	By-Law No.:	2015-69
	Prepared By:	Karen Jacques	Approval Date:	June 1, 2015
			Pages:	51
	Replaces:	Purchasing Policies and Procedure – January 1, 2005		

1. POLICY STATEMENT

- 1.1. The Corporation of the Town of Amherstburg is committed to open and transparent purchasing activities in the manner that best serves the interests of the Town of Amherstburg and keeps business moving forward.

2. PURPOSE

- 2.1. To procure by purchase, rental, or lease the required quality and quantity of goods and services, including professional and consulting services, in an efficient, timely, and cost effective manner.
- 2.2. To encourage open competitive bidding for the acquisition and disposal of goods and services where practicable.
- 2.3. To consider all costs, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value and disposal costs, in evaluating bid submissions from qualified, responsive, and responsible vendors.
- 2.4. To give full consideration to the annual aggregate value or to consider the total project cost of specific goods and services that will be required by each department, and by the Town as a whole, prior to determining the appropriate acquisition method.
- 2.5. To monitor and report on the economic climate and legislative changes which may have an impact on the Town of Amherstburg and to determine the appropriate actions to be taken through purchasing policies and procedure.
- 2.6. To encourage the purchasing of goods and services with due regard to the preservation of the natural environment. Vendors may be selected to supply goods made by methods resulting in the least damage to the environment, and supply goods incorporating recycled materials where practicable.
- 2.7. To provide a time frame for regular review for effectiveness and validity.
- 2.8. To provide a transparent methodology for the acquisition of goods and services to Council and constituents, and to ensure that vendors have fair access to information on procurement opportunities, processes, and results.
- 2.9. To provide a consistent approach to completing projects and acquiring contracts for the best value, on time, and on budget, while meeting all program requirements.

- 2.10. To create a standard for document retention, which provides complete records of all bids, proposals, and quotations received, which would be made available for inspection by the Town's auditors and/or managers until the end of the year and then filed in accordance with the Town's Record Retention By-laws.

3. **SCOPE**

- 3.1. This policy applies to all Town of Amherstburg staff authorized to purchase items and procure services on the Town's behalf. This includes, but is not limited to, full-time and part-time employees, firefighters, temporary and contract employees, appointees to agencies or boards, committees, volunteers, etc.
- 3.2. This policy does not apply to Amherstburg Police Services.
- 3.3. This policy shall be adhered to at any time a transfer of funds results in the direct supply of goods and/or services, construction activities, consulting fees and professional services, etc. to the Town of Amherstburg with the exception of items listed in Appendix A – Goods and Services Exempt from the Provisions of the Procurement Policy.
- 3.4. This policy shall be reviewed every five years from the date it becomes effective, or sooner, at the discretion of the CAO.

4. **DEFINITIONS**

- 4.1. **Accountability** means the obligation to answer to the general public, Council, and vendors for procurement results and for the manner in which purchasing responsibilities are discharged.
- 4.2. **Acquisition** means the process of obtaining goods and services. Can also mean an item that has been acquired.
- 4.3. **Agreement** means a legal document that binds the Corporation of the Town of Amherstburg and all other parties, subject to the provisions of the contract.
- 4.4. **Applicable Taxes** means the Harmonized Sales Tax (HST) and any other provincial tax payable in Canada and the Province of Ontario by law.
- 4.5. **Annual Aggregate Value** means the total amount anticipated to be spent annually by all departments on a particular type of good or service.
- 4.6. **Approval** means the authorization to proceed with the purchase or disposal of goods or services.
- 4.7. **Best Lifecycle Cost** means the most economic value for money over the expected life of an item. Factors considered include, but are not limited to acquisition cost, installation, disposal value, disposal cost, training costs, maintenance costs, quality of performance, depreciation values and replacement costs.
- 4.8. **Best Value** means the price that results in the lowest expense to the Town for

ownership, operation, or purchase. This cost is derived after considering all factors such as price, quality, service, terms, conditions and warranties.

- 4.9. **Bid** means an offer or submission received in response to a request for quotation, tender, or proposal, being subject to acceptance or rejection.
- 4.10. **Bidder** is a person, firm, or corporation that submits a bid in response to a call for proposals, quotations or tenders.
- 4.11. **Bidders List** is the list of vendors who have expressed interest in submitting bids by either submitting Expressions of Interest or Prequalification, or who have already obtained sealed bid documents for a bid opportunity. This may also be referred to as the "Plan Takers List".
- 4.12. **Bid Irregularity** means a deviation between the requirements (terms, conditions, specifications, special instructions, etc.) of a bid request and the information provided in the submitted bid. (See Appendix B).
- 4.13. **Bid Request** means a formal request for bids which may be in the form of a Request for Quotation, Request for Proposal, or Tender call.
- 4.14. **Chief Administrative Officer (CAO)** is the Chief Administrative Officer for the Corporation of the Town of Amherstburg, which includes the roles and responsibilities as laid out in Section 229 of the *Municipal Act, 2001*.
- 4.15. **Clerk** is the Municipal Clerk for the Corporation of the Town of Amherstburg, which includes the roles and responsibilities as laid out in Section 228 of the *Municipal Act, 2001*.
- 4.16. **Contract** means a legally binding agreement between two or more parties. Such agreements will consist in the form of a:
 - a. Purchase order, or;
 - b. Purchase order incorporating a formal agreement, or;
 - c. Formal agreement between the Town and other parties that creates an obligation to provide defined goods and/or services.
- 4.17. **Conflict of Interest** is a situation where private interests or personal considerations may affect the judgement of an employee or elected official of the Town of Amherstburg to act in the best interest of the Town. It includes using the employee's or elected official's position, confidential information, corporate time, material, or facilities for expected or actual private gain or advancement. A conflict may also exist where interests benefit any member of the employee or elected official's family, friends, or business associates.
- 4.18. **Cost Effective Bid** means a bid received in response to a request that offers the best value for money, taking into consideration a quantitative and qualitative selection procedure.
- 4.19. **Council** refers to the current elected Council for the Corporation of the Town of Amherstburg. This includes, as an entirety, the Mayor, Deputy Mayor and Councillors.

- 4.20. **Co-Op** means a co-operative acquisition venture.
- 4.21. **Director** is the person responsible for direction and operational control of a division as defined on the Town's organizational structure.
- 4.22. **Deliverable** is a thing able to be provided, such as a service or merchandise. May be an item required to fulfill a contract.
- 4.23. **Designated Signing Authority** means the person or people authorized to execute legally binding contracts on behalf of the Town of Amherstburg.
- 4.24. **Direct Acquisition** means the acquisition of goods and/or services without issuing a call for bids or obtaining comparative quotations.
- 4.25. **Disposal** means the removal of materials owned by the Town of Amherstburg deemed to be surplus by either sale, trade-in, auction, alternative use, gifting, recycling, destruction, or delivery to landfill.
- 4.26. **Emergency** means a situation where the purchase of goods and services requires immediate action to prevent or correct dangerous or potentially dangerous safety conditions, prevent further damage, restore minimum service, or to ensure the safety of the public.
- 4.27. **Execute** means to legally bind the Corporation of the Town of Amherstburg to the terms and conditions defined within an agreement by applying signatures of designated signing authorities of all parties named in the agreement and the corporate seal (if applicable).
- 4.28. **Expanded Works** means approved construction projects in which an unexpected problem arises during construction, which does not expand the original scope of the project, but is necessary to deliver the original approved work.
- 4.29. **Expression of Interest (EOI)** means a situation where vendors are solicited by the Town to advise of their ability or desire to undertake Town projects. This is not to obtain costs for services.
- 4.30. **Goods and/or Services** includes supplies, equipment, property insurance, maintenance, professional and consulting services, and service contracts not otherwise provided for.
- 4.31. **Labour and Materials Payment Bond** is a security provided by a bonding or surety company to the owner of a construction project on behalf of a contractor. These bonds are issued usually with (and for the same amount as) performance bonds, and cover payment for all equipment, labour, materials, and service in the event that the contractor fails to pay for them under the terms of the contract.
- 4.32. **Lease** is a method of financing and acquisition which binds the Town to a stream of future payments. Council approval is required to enter into a lease, along with, or subsequent to, the acquisition approval. Entry into a lease agreement by the Town shall be subject to the provisions of the *Municipal Act, 2001* and the regulation thereto.
- 4.33. **Lowest Responsive Bid** means the lowest bid price submitted that meets the

requirements and specifications as set out in the bid request.

- 4.34. **Maintenance Bond** is a type of surety bond purchased by a contractor that protects the Town for a completed construction project for a specified time period against defects and faults in materials, workmanship and design that could arise later if the project was done incorrectly.
- 4.35. **Manager** reports directly to a Director (or the CAO in some instances) and who is responsible for a department within a division of the Corporation, as defined on the Town's organizational structure.
- 4.36. **Material Safety Data Sheet (MSDS)** is an information sheet for hazardous materials, including an index of chemical compounds with details of properties, handling details, precautions, and first-aid procedures.
- 4.37. **Negotiation** means the action or process of conferring with one or more vendors leading to an agreement on the acquisition of the required goods and services under the conditions outlined in this policy.
- 4.38. **Open Market Procedure** means obtaining price quotations from vendors verbally or in writing.
- 4.39. **Performance Bond** is a surety that calls for specific monetary payment to a beneficiary if the purchaser or maker fails to do something or acts in violation of a contract.
- 4.40. **Pre-Qualification** means a submission of information used to verify eligibility of potential bidders. This may include information regarding experience, financial strength, education, background, personnel, firms or corporations used to qualify the bidder to supply goods, services or construction to the Town. This information does not create any contractual obligation between the bidder and the Town, but may be a prerequisite to further procurement contracts to the Town.
- 4.41. **Privilege Clause** means the standard clause used in bid documents and advertising that reads in part "the lowest or any tender may not necessarily be accepted".
- 4.42. **Procurement** means the combined functions of purchasing, inventory control, transportation, receiving and inspection, salvage, and disposal.
- 4.43. **Procurement Policy** provides guidelines for acquiring goods and services for the Town of Amherstburg as approved by Council. Also known as the Purchasing Policy. For the Town of Amherstburg, the Procurement Policy is this document provided herein.
- 4.44. **Professional and Consulting Services** includes the services provided by architects, engineers, designers, appraisers, management or financial consultant, brokers, lawyers, and any other consulting and professional services rendered on behalf of the Town of Amherstburg.
- 4.45. **Project Manager** is the initiating Town department Manager that will be managing the implementation of a project from the award of contract through to project completion.
- 4.46. **Proposal** is an offer to provide goods or services to the Town where it is not feasible or

practical to prepare precise specifications, or where alternatives to detailed specifications will be considered and may be subject to further negotiations. A proposal provides solutions to arrive at an end product and allows for evaluation on criteria other than price.

- 4.47. **Purchase** means to acquire goods or services in exchange for an agreed upon price. May also be in the form of a rental or lease.
- 4.48. **Quotation** means an offer to sell goods and/or services to the Town, or an offer to purchase surplus goods or materials from the Town.
- 4.49. **Responsive and Responsible Bidder** is a bidder responding to a bid solicitation who complies with its provisions, including specifications, contract terms, and conditions as set out in the bid document and who can reasonably be expected to provide satisfactory performance on the proposed contract based on reputation, references, performance on previous contracts, and sufficiency of financial and other resources.
- 4.50. **Request for Proposal (RFP)** is a form of bid solicitation in regards to a particular project, but does not provide detailed specifications, terms or conditions. An RFP invites solutions from bidders that will provide all of the project initiatives. Proposals are critiqued and scored not only by price, but also by historical projects and experience, equipment, personnel, and proposed work plans, or any other pertinent details. The use of proposals enables the Town to provide cost analysis as necessary and negotiate contract terms, fair and reasonable prices, but does not preclude competition for technical excellence or price. Typically the contract is awarded to the bidder with the highest proposal score.
- 4.51. **Request for Quotation (RFQ)** is a formal request for prices on specific goods or services based on comprehensive technical specifications. The contract is awarded to the lowest compliant bidder.
- 4.52. **Risk Manager** is the Municipal Clerk for the Corporation of the Town of Amherstburg.
- 4.53. **Sealed Bid Documents** are specification documents prepared and distributed to bidders when tenders, Requests for Quotation (RFQs), or Requests for Proposal (RFPs) are issued. These documents include instructions on how to submit bids/proposals, project specifications, bid forms, insurance requirements, bonding requirements, etc.
- 4.54. **Sealed Bid Process** is the process of soliciting bids or proposals, allowing interested parties to submit bids or proposals, and evaluating the bids or proposals to determine the successful proponent. Sealed bid processes include Request for Quotations (RFQs), Request for Proposals (RFPs), and Tenders.
- 4.55. **Services** means all professional, consulting, construction, and maintenance provided to the Town by third party companies.
- 4.56. **Senior Management Team (SMT)** is comprised of the Chief Administrative Officer and the Directors. If a Director is unavailable, a delegate may be assigned.
- 4.57. **Single Source** or **Sole Source** means there is more than one source in the open market, but only for reasons of function or service, one vendor is recommended for consideration of the supply of the particular goods and/or services.
- 4.58. **Surety** means a specified dollar amount in the form of cash, certified cheque, bid bond,

performance bond, labour and materials payment bond, letter of credit, or any other form as deemed necessary and stated in any quotation, tender, or proposal documents issued by the Town.

- 4.59. **Tender** is a formal form of bid solicitation where the Town publishes the specifications, terms, conditions and any and all details concerning the proposed contract. Tenders are typically awarded to the lowest compliant bidder.
- 4.60. **Town** is the Corporation of the Town of Amherstburg.
- 4.61. **Treasurer** is the Treasurer for the Corporation of the Town of Amherstburg, which includes the roles and responsibilities as laid out in Section 286 of the *Municipal Act, 2001*.
- 4.62. **Unbalanced Bid** means a bid in which the bidder places an unreasonably high value on certain items in a unit price contract, and unreasonably low price on other items within the same bid for purposes of receiving large payments at the beginning of a contract, or for maximizing its profits on items that will be used in a contract in greater quantities than estimated in the bid document, and under-pricing items it believes will be used in significantly lesser quantities.
- 4.63. **Unbudgeted Expenditure** is an expense that was not provided for in the approved Capital or Operational budget and requires additional funds at the approval of the CAO, Director of Financial Service and/or Council.
- 4.64. **Verbal Quotation** is a price received in person or via telephone, with written documentation to record the price provided.
- 4.65. **Work** is the activities, services, acquisition of goods or equipment, matters and things required to be completed, delivered or performed by a contractor under contract.

5. **INTERPRETATIONS**

- 5.1. Unless the context requires otherwise, use of the singular also implies the plural, and vice versa.
- 5.2. Whenever the words “include”, “includes”, or “including” or other similar terms are used in this policy, they are deemed to be followed by the words “without limitation”.
- 5.3. Any reference to this Policy to any statute or any section of a statute shall, unless expressly stated, be deemed to be reference to the statute as amended, restated or re-enacted from time to time. Any references to a By-law or Town policy shall be deemed to be a reference to the most recent passed policy or By-law and any replacements thereto.
- 5.4. All dollars in this document are expressed in Canadian Dollars.
- 5.5. All solicitations and processes under this Policy shall be conducted in English.

6. **GENERAL CONDITIONS**

- 6.1. Where a Director is authorized to undertake any act pursuant to this policy, such act may be undertaken by a Director's authorized designate.
- 6.2. Where it is recommended that a contract be executed, contracts and agreements with the following aggregate values shall be executed as follows:
 - 6.2.1. Under \$100,000 shall be executed in accordance with Section 14.4 of this policy.
 - 6.2.2. Over \$100,000 shall be executed by the Mayor and Clerk upon approval by Council.
- 6.3. Any commitments being made where it is recommended that a contract be executed by the Mayor and the Clerk must first be approved by Council.
- 6.4. No expenditure or commitment shall be incurred or made, and no account shall be paid by the Town, for goods and services except as approved by Council or as otherwise authorized in accordance with this policy.
- 6.5. A vendor may be ineligible to bid on projects for a period of up to two years on the basis of documented poor performance, non-performance, or conflict of interest. See Section 23 – Contractor Performance Rating System.
- 6.6. Material Safety Data Sheets (MSDS) must be maintained and placed on file by the user department for all relevant products.
- 6.7. When using the Privilege Clause which reads in part “the lowest or any tender may not necessarily be accepted”, the specific reasons must be stated why the bids may not be accepted within the contract document.
- 6.8. No employee or elected official shall purchase, offer to purchase, or acquire any goods and/or services on behalf of the Town except in accordance with this policy.
- 6.9. A contract shall not be awarded where the provisions of this policy have not been adhered to.
- 6.10. Elected officials shall not procure or acquire goods and/or services.
- 6.11. The Town shall reject all acquisitions for services where the services could result in the establishment of an employee-employer relationship.
- 6.12. Acquisition of goods and/or services for the Town shall be conducted using the methods of purchasing noted in Section 14 – Purchasing Thresholds of this policy based on the prescribed purchasing thresholds.
- 6.13. Notwithstanding any other provisions of this policy, the acquisition of the items listed in Appendix A – Exceptions to Provisions of the Procurement Policy do not fall under the guidelines of the Procurement Policy and shall be subject to applicable policies and procedures established from time to time.

- 6.14. Acquisition of goods and/or services with dedicated available budget funds for the Town shall be carried forth using the purchase/contract values as thresholds for the methods prescribed in Section 14 - Purchasing Thresholds in which items and/or services are procured. Costs are estimated values of the goods and/or services, exclusive of all taxes, delivery charges, labour and incidental expenses.
- 6.15. In the event that procurement involves a tender for construction, the estimated value of the project must be provided by the consulting engineer preparing the specifications. If a consulting engineer has not been assigned to the project, the Project Manager shall calculate the estimated cost estimate using up-to-date fair market values.
- 6.16. In the event that a service contract is required, or a designated supplier is required to provide goods or services throughout the course of a specified time period, the estimated value of goods and services over the full term of the contract shall be used to determine the appropriate procurement procedure to use to obtain said goods and services.
- 6.17. No action shall be taken to subdivide purchases in order to reduce the estimated price thresholds or to otherwise avoid or circumvent the application of any of the provisions of this policy.

7. RESPONSIBILITIES AND AUTHORITIES

- 7.1. **CAO** has the authority and responsibility to:
 - 7.1.1. Approve any purchases and acquisitions with a value between \$50,000 and \$100,000 in accordance with this policy.
 - 7.1.2. Instruct Directors and Managers not to award a contract and may direct staff to submit recommendations to Council for approval.
 - 7.1.3. Provide additional restrictions concerning purchasing and procurement where such action is considered necessary and in the best interests of the Town.
 - 7.1.4. Inform Council when non-compliance to this policy has occurred.
 - 7.1.5. Place additional restrictions related to purchasing where such action is considered necessary and in the best interests of the Town.
 - 7.1.6. Approve emergency purchases as outlined in this policy.
 - 7.1.7. Review requests with the Director of Financial Services for unbudgeted expenditures of \$5,000 or more or for variances to approved budgets of \$5,000 or more.
 - 7.1.8. Review requests from Directors for exceptions to procurement procedures and grant these exceptions if deemed appropriate.
 - 7.1.9. Review requests to deem items surplus and grant approval at their discretion.

7.2. **Director of Financial Services** has the authority and responsibility to:

- 7.2.1. Continuously monitor and evaluate the efficiency and effectiveness of this policy in cooperation with the Manager of Special Projects.
- 7.2.2. Inform the CAO when non-compliance to this policy has occurred.
- 7.2.3. Ensure that the purchase of all goods and services for the Town is made within the approved annual Operating and Capital Budgets or upon authority of a resolution of Council within the limits and conditions set out in such resolutions.
- 7.2.4. Review requests with the CAO for unbudgeted expenditures of \$5,000 and over or for variances to approved budgets of \$5,000 or more. Advise initiating department if funds can be secured and how they will be financed.
- 7.2.5. Advise all Town departments on availability of funds and financing for purchasing and procurement activities.
- 7.2.6. Manage the purchasing card program and ensure that all cardholders have appropriate employment status with the Town.

7.3. **Manager of Special Projects** has the authority and responsibility to:

- 7.3.1. Continuously monitor and evaluate the efficiency and effectiveness of this policy in cooperation with the Director of Financial Services.
- 7.3.2. Coordinate and advertise sealed bid opportunities through appropriate media outlets and/or the Town website.
- 7.3.3. Issue sealed bid documents and addenda, receive bids/tenders/proposals, and coordinate opening procedures for sealed-bid processes.
- 7.3.4. Consult with initiating departments on RFP evaluation committee composition and coordinate evaluations of proposal submissions.
- 7.3.5. Review submitted bids, tenders, and proposals for errors or omissions.
- 7.3.6. Recommend successful proponents and bidders to issuing departments based on results of sealed-bid processes.
- 7.3.7. Coordinate Purchase orders for issuing departments for purchases and acquisitions valued over \$5,000.
- 7.3.8. Maintain contractor performance reviews on file.
- 7.3.9. Prescribe project start up and close out procedures to be conducted by Project Managers at the onset and completion of contracted services.

7.4. **Directors (all)** have the authority and responsibility to:

- 7.4.1. Approve any purchases and acquisitions with a value between \$5,000 and \$50,000 in accordance with this policy.
- 7.4.2. Assume overall accountability for purchasing activities within their departments.
- 7.4.3. Ensure that all provisions of this policy have been met before purchasing any goods and/or services.
- 7.4.4. Determine and achieve specific objectives as outlined in each project requiring purchase of goods or acquisition of services.
- 7.4.5. Ensure that financing has been arranged with the Finance Department for capital initiatives prior to any funds being required or spent for said projects.
- 7.4.6. Award contracts valued at less than \$50,000 where delegated power is exercised within the limits prescribed in this policy, where the CAO has provided approval, and where the requirements of this policy are met.
- 7.4.7. Prepare reports to Council recommending the award of a tender, proposal, or quotation as outlined in Section 14 - Purchasing Thresholds, or as specifically assigned by the CAO.
- 7.4.8. Submit a request for approval to the CAO and Director of Financial Services for any unbudgeted expenditure of \$5,000 and over, or for variances to approved budgets greater than \$5,000.
- 7.4.9. Review contract amendments and change orders and submit a report to Council for approval if the original contract price with the amendment results in an overage of more than 5% of the budgeted amount for that contract. Issue change orders if the expanded work has been approved.
- 7.4.10. Provide Council with reports recommending the extension of contracts if said contract has a provision for optional extensions.
- 7.4.11. Conduct emergency purchases and conduct the appropriate reporting or approval procedures as outlined in Section 12 – Emergency Purchasing.
- 7.4.12. Notify the CAO of items valued at \$5,000 and over to be deemed surplus and request disposal of same. Offer the surplus items to other Town departments for their use at no charge, prior to disposal.
- 7.4.13. Request exceptions to the Policy for approval by the CAO.

7.5. **Managers** have the authority and responsibility to:

- 7.5.1. Approve any purchases and acquisitions with a value up to \$5,000 in accordance with this policy.
 - 7.5.2. Initiate a project for which a purchase and acquisition was attained, after Council/Director approval from commencement to completion of the initiative.
 - 7.5.3. Provide cost estimates to the Manager of Special Projects for projects to be acquired through sealed bid processes.
 - 7.5.4. Obtain Purchase Orders for items and services valued over \$5,000.
 - 7.5.5. Provide the project specifications for the scope of work to the Manager of Special Projects for the preparation of sealed bid documents.
 - 7.5.6. Conduct prescribed project start up and close out procedures.
 - 7.5.7. Notify the Manager of Special Projects if there are alterations in employment status with any purchasing card holders in their respective departments.
- 7.6. **Council** has the authority and responsibility to:
- 7.6.1. Award contracts with values of over \$100,000.
 - 7.6.2. Waive any section of this procurement policy as it deems appropriate.
 - 7.6.3. Review and make by resolution any decision regarding purchasing or procurement wherein Administration is requesting their counsel.
 - 7.6.4. Declare a conflict of interest in any purchasing matter at a meeting at which the purchasing matter is the subject of discussion or consideration.
- 7.7. **Risk Manager** has the authority and responsibility to:
- 7.7.1. Review draft sealed bid documents for appropriate agreements, insurance, and liability standards prior to issue.
 - 7.7.2. Request additional insurance from contractors and services providers in instances where amplified risk has been identified.
- 7.8. **Vendors and Service Providers** have the responsibility to:
- 7.8.1. Disclose any and all conflicts of interest to the Town prior to or during the bid process.
 - 7.8.2. Not engage in any form of bid rigging or collusion of any nature.
 - 7.8.3. Not participate in any conduct which is or could be reasonably construed as any form of political or other lobbying, or as an attempt to influence the outcome of any procurement process during the currency of any process prior to the award of contract.

8. STANDARDIZATION

- 8.1. It will be the policy of the Town of Amherstburg, wherever possible, to standardize the purchasing of goods and the acquisition of services to allow for:
 - 8.1.1. A reduced number of goods and services required.
 - 8.1.2. Increased volume on common items or series.
 - 8.1.3. Maximizing volume buying opportunities.
 - 8.1.4. Providing economies of scale.
 - 8.1.5. Reducing handling, training, and storage costs.
 - 8.1.6. Co-operative purchasing activities.
 - 8.1.7. Competitive bid results.
 - 8.1.8. Reduced overall cost.

9. REQUIREMENT FOR APPROVED FUNDS

- 9.1. The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within Council approved annual Operating and Capital budgets.
- 9.2. Where goods or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
 - 9.2.1. The identification and availability of sufficient funds in appropriate accounts for the current year within Council approved estimates, and;
 - 9.2.2. The requirement for the goods or services will continue to exist in subsequent years and, in the opinion of the Director of Financial Services, the required funding can reasonably be expected to be made available.
- 9.3. Directors may reject all purchase requests for which sufficient funds are not available and identified.
- 9.4. Directors will coordinate all leasing requirements including term capitalization rate, lease vs. buy (or other) analysis, etc. Directors will ensure that all lease commitments comply with the *Municipal Act, 2001* as amended and regulations made thereunder. All leases shall be approved by Council, regardless of estimated costs.

- 9.5. Where this policy prescribes financial limits on purchases and contracts that may be awarded under the authority of a Director, or provides for financial limits on contracts required to be reported to Council, for the purpose of determining whether a purchase or contract falls within these prescribed limits, the amount considered shall be the sum of all costs to be paid to the supplier excluding all taxes and less any rebates.

10. EXPENDITURE APPROVAL

- 10.1. Council has the ultimate authority for all expenditures and delegates this authority to staff through the approved annual Operating and Capital Budgets and by specific resolution.
- 10.2. For purchases and acquisitions approved and included in the Operating and Capital budget, the following approval procedures are required:
- 10.2.1. Valued up to \$5,000 – Managers shall approve the purchase and acquisition.
- 10.2.2. Valued between \$5,000 and \$50,000 – Directors shall approve the purchase and acquisition.
- 10.2.3. Valued between \$50,000 and \$100,000 – Directors shall submit a request for approval to the CAO. Approval shall be provided from the CAO in writing, with a copy of said approval provided to the Manager of Special Projects.
- 10.2.4. Valued over \$100,000 – Directors shall submit a request for approval to Council.
- 10.3. For purchases not included in the approved budget, or items that are expected to exceed the approved budgeted amount, the following procedures are required:
- 10.3.1. Directors shall submit a request for approval to Council for:
- 10.3.1.1. Any unbudgeted expenditure of \$5,000 or more.
- 10.3.1.2. Any expected variance for the net department Operating budget greater than \$5,000.

11. REPORTING

- 11.1. An administrative report to the CAO by a Director is required for the approval of the acquisition of goods and/or services where all of the following criteria has been met:
- 11.1.1. The value of the goods and/or services is between \$50,000 and \$100,000.
- 11.1.2. Procedures defined by this policy have been followed.
- 11.1.3. The acquisition is within the approved departmental budget amount with the funding sources determined.
- 11.1.4. The lower responsive bid is being recommended.

- 11.2. A report to Council by a Director is required for the approval of the acquisition of goods and/or services where any one or more of the following criteria has been met:
 - 11.2.1. The value of the goods and/or services is over \$100,000.
 - 11.2.2. The Procurement Policy is being waived.
 - 11.2.3. Acquisition is a lease arrangement.
 - 11.2.4. The acquisition exceeds the approved departmental budget.
 - 11.2.5. There was no provision in the approved budget for this item and the item is an unbudgeted expenditure.
 - 11.2.6. The lowest responsive bid is not being recommended for award of contract.
 - 11.2.7. The CAO requests that a report be presented to Council for consideration and approval.
 - 11.2.8. There is a requirement by a senior level of government (federal or provincial) for Council approval.
 - 11.2.9. A Change Order is required and/or expanded works will alter the cost of the project above 5% of the original approved project cost.

12. EMERGENCY PURCHASING

- 12.1. Notwithstanding the provisions of this policy, “Emergency” shall be defined as the following:
 - 12.1.1. A threat to public health.
 - 12.1.2. The maintenance of essential Town services.
 - 12.1.3. The welfare of persons or public property.
 - 12.1.4. The security of the Town’s interest where the occurrence requires the immediate delivery of goods or services and time does not permit for competitive bids.
- 12.2. The following shall apply when purchasing goods and services in an emergency event:
 - 12.2.1. Purchases with a total value excluding applicable taxes between \$5,000 and \$10,000:

12.2.1.1. Directors may initiate and approve emergency purchases between \$5,000 and \$10,000. Immediately following said purchase, the Director shall notify the CAO and the Director of Financial Services in writing of the purchase with full details concerning the circumstances under which the purchase was made. Purchases of this nature will require that as many comparative quotes as practical under the circumstances be obtained.

12.2.2. Purchases with a total value excluding applicable taxes over \$10,000:

12.2.2.1. Directors initiating the purchase shall obtain the prior approval of the CAO, or in the absence of the CAO, the Director of Financial Services in consultation with the Mayor or Deputy Mayor for the town. As soon as reasonably possible following the purchase, the director shall issue an information report to the CAO.

12.3. In the absence of both the CAO and the Director of Financial Services, the Director may directly purchase the goods or services which require immediate action to prevent further damage, to restore minimum service or ensure safety of the public. In this event, the Director shall inform the CAO and the Director of Financial Services of the occurrence immediately upon their return.

13. PURCHASE ORDERS

13.1. Purchase orders shall be obtained from the Manager of Special Projects prior to any purchase or acquisition of services valued at \$5,000 and over.

13.2. Purchase orders shall be considered approved for commencement when the following signatures are present on the purchase order:

13.2.1. Issuing Manager/Director

13.2.2. Director of Financial Services

13.2.3. Manager of Special Projects

13.2.4. CAO (only required in instances where the purchase is an unbudgeted expenditure)

13.3. Blanket purchase orders may be established by the Manager of Special Projects by the competitive purchasing method for the estimated annual value, when all of the following criteria has been met:

13.3.1. One or more departments repetitively orders the same deliverables, or range of deliverables, and the actual demand (including quantity, delivery date, delivery location, etc.) is not known in advance.

13.3.2. The deliverables are readily available to be ordered when the requirement arises.

- 13.3.3. Prearranged prices or a prearranged pricing basis can be established at the outset and there is no need or intention to negotiate prices at the time of order.

14. PURCHASING THRESHOLDS

14.1. Items and Services Valued Under \$5,000 – Direct Acquisition

- 14.1.1. This process is undertaken where all of the following criteria exist:
 - 14.1.1.1. The requirements for goods and services can be defined and for which a clear and single solution exists.
 - 14.1.1.2. The total cost of the goods and services is not greater than \$5,000 excluding applicable taxes.
 - 14.1.1.3. Sufficient funds are available in the approved Operating or Capital Budgets to pay for the goods and services.
- 14.1.2. A report to Council authorizing the acquisition is not required.
- 14.1.3. A Purchase Order is not required.
- 14.1.4. Quotes are not required, however, informal quotations may be requested where it is in the best interest of the Town to do so.
- 14.1.5. Purchases are to be placed on corporate accounts, where available.
- 14.1.6. Purchasing Cards or Credit Cards may be used for low-value purchases in accordance with Section 29 – Corporate Credit Cards, and Section 30 – Purchasing Cards contained within this policy.
- 14.1.7. All such purchases shall be supported by invoices and delivery slips as approved by the department Manager.

14.2. Items and Services Valued \$5,000 to \$50,000 – Quotations

- 14.2.1. A minimum of three quotations (where possible) are to be sought before the Town commits to any vendor.
- 14.2.2. The award of contract shall be to the lowest compliant bid.
- 14.2.3. The Town reserves the right to accept or reject any quotation.
- 14.2.4. Directors shall approve acquisitions valued between \$5,000 and \$50,000 and provide notice of said approval in writing to the Manager of Special Projects.
- 14.2.5. A report to Council is not required.

14.2.6. **For Purchases between \$5,000 and \$15,000 – Informal Quotation**

14.2.6.1. This process is undertaken where all of the following criteria exist:

- a. The requirement for goods and services can be defined and for which a clear and single solution exists.
- b. The total cost is greater than \$5,000 and less than \$15,000 excluding applicable taxes.
- c. Sufficient funds are available in the approved Operating or Capital budget to pay for the goods and services.
- d. An authorized Purchase Order has been provided to the initiating department for the goods and services.

14.2.6.2. An informal quotation is a process where suppliers are requested to submit quotations on specific goods or services. This process does not involve advertising, sealed bids, or the preparation of formal quotation documents.

14.2.6.3. The respective department shall submit to the Manager of Special Projects a minimum of three quotations before the Town commits to any vendor.

14.2.6.4. If only one quotation is received, the Town may exercise its right to cancel the call for quotations.

14.2.6.5. The CAO and the Director have the authority to legally bind any associated agreements or contracts.

14.2.6.6. Where appropriate, the Manager of Special Projects may deem it necessary to acquire goods and services valued between \$5,000 and \$15,000 by way of formal Request for Quotation (RFQ), Tender or Request for Proposal (RFP).

14.2.7. **For Purchases between \$15,000 and \$50,000 – Formal Request for Quotation (RFQ)**

14.2.7.1. This process is undertaken where all of the following criteria exist:

- a. The requirement for goods and service scan be defined and for which a clear and single solution exists.
- b. The total cost is greater than \$15,000 and less than \$50,000 excluding applicable taxes.

- c. Sufficient funds are available in the approved Operating or Capital budget to pay for the goods and services.
- d. An authorized Purchase Order has been provided to the initiating department for the goods and services.

14.2.7.2. An RFQ is a competitive process where suppliers are requested to submit quotations on specific goods or services. The formal process includes:

- a. Preparation of an RFQ document by the Manager of Special Projects, in coordination with the initiating department. This document provides the prospective bidders with clear instructions, specifications, terms and conditions and a quotation form on which bids are to be submitted.
- b. A time and place where bids will close.
- c. Invitation to bidders by public advertisement or direct invitation, at the discretion of the Manager of Special Projects and the Project Manager.

14.2.7.3. An RFQ will be issued by the Manager of Special Projects.

14.2.7.4. The CAO and the department Director have the authority to legally bind any associated agreements or contracts.

14.2.7.5. Where appropriate, the Manager of Special Projects may deem it necessary to acquire goods and services valued between \$15,000 and \$50,000 by way of Tender or Request for Proposal (RFP).

14.3. **Items and Services Valued Over \$50,000 – Tender or Request for Proposal (RFP)**

14.3.1. Reports shall be provided by the issuing department Director for consideration and approval of the award of contract. This report shall provide a summary of the bid process and provide sources of financing, allocation of revenues and other financial commentary where appropriate. The reporting structure is as follows:

14.3.1.1. Valued between \$50,000 to \$100,000 – Report submitted to the CAO for consideration and approval.

14.3.1.2. Valued over \$100,000 – Report submitted to Council for consideration and approval.

14.3.2. Copy of contract approval shall be provided to the Manager of Special Projects in writing by way of CAO's approval or Council resolution.

14.3.3. The Mayor and Clerk have the authority to legally bind any associated agreements or contracts.

- 14.3.4. A Purchase Order is required prior to issuing Tenders or RFPs.
- 14.3.5. The Town reserves the right to accept or reject any quotation.
- 14.3.6. The issuing Department is responsible for maintaining current bonds, insurance certificates and WSIB certificates, as called for in the bid documents. Copies of executed contracts, containing the required insurance certificates, bonds and financial securities and WSIB certificates, etc. shall be provided to the initiating department, the consultant (if applicable), the contractor, Clerk, and Manager of Special Projects.
- 14.3.7. **Tender**
- 14.3.7.1. Used for items, services, or construction with precise specifications valued over \$50,000.
- 14.3.7.2. This process is undertaken in cases where all of the following criteria exist:
- a. The requirements for goods and services can be defined and for which a clear and single solution exists.
 - b. The total cost of the goods and services is greater than \$50,000 excluding applicable taxes.
 - c. Sufficient funds are available in the approved Operating or Capital budget to pay for the goods and services.
 - d. An authorized Purchase Order has been provided to the initiating department for the goods and services.
 - e. Bids can be submitting on a common pricing basis.
 - f. Best value for the Town can be achieved by an award selection made on the basis of the lowest bid that meets specifications.
- 14.3.7.3. A tender is a competitive process where suppliers are requested to submit tenders with definitive specifications, volumes and scope of work. The formal process includes:
- a. Preparation of tender documents by the Manager of Special Projects, in coordination with initiating department. This document provides the prospective bidders with clear instructions, specifications, contract terms and a tend form on which tenders are to be submitted.
 - b. Official receipt and opening of bids.

- c. Invitation to bidders by public advertisement or direct invitation, at the discretion of the Manager of Special Projects and the Project Manager.
- 14.3.7.4. Tenders require a reply by a designated date and time, signed by a corporate officer authorized to bind the Corporation. Any requested bid deposits, securities, or bonds must be included with the submission. Replies are delivered directly to the Clerks Department and are opened at a public tender meeting. If only one tender is received, the Town has the option of not opening the bid and closing the call for tender as outlined in Section 15.6 – Only One Bid Received from a Call for Bids.
- 14.3.7.5. Tenders will be issued by the Manager of Special Projects.
- 14.3.7.6. The award of contract shall be to the lowest compliant bid, in keeping with the specifications and past contractor performance.
- 14.3.7.7. Each sealed bid received in response to a tender call shall be reviewed to determine whether a bid irregularity exists and if any, action is taken according to the nature of the irregularity (see Appendix B).

14.3.8. **Request for Proposal (RFP)**

- 14.3.8.1. Used for the engagement of professional and consulting services for a project over \$50,000 where a project design or execution plan is required to be provided with the proposal submission.
- 14.3.8.2. This process is undertaken in cases where all of the following criteria exist:
- a. The requirements for goods and services cannot be specified.
 - b. The requirements of the Town are best described in a general performance specification.
 - c. The total cost of the goods and services is greater than \$50,000 excluding applicable taxes.
 - d. Sufficient funds are available in the approved Operating or Capital budget to pay for the goods and services.
 - e. An authorized Purchase Order has been provided to the initiating department for the goods and services.
 - f. Best value for the Town can be achieved by an award selection made on the basis of a specified RFP evaluation criteria ranking scheme and analysis by an RFP evaluation committee.

- 14.3.8.3. An RFP will be issued by the manager of Special Projects in cooperation with the initiating department.
- 14.3.8.4. A standard RFP requires information from proponents that includes, but is not limited to, qualifications and experience, strategy, approach, methodology, scheduling, past performance, facilities and equipment, references, as well as associated cost.
- 14.3.8.5. RFPs are not formally opened in public and are scored by a designated Evaluation Committee using an evaluation scoring scheme based on the submission criteria required in the proposal submissions. RFPs are not awarded solely on the proposal price, but are awarded based on the highest scoring compliant proposal and at the recommendation of the Evaluation Committee. Price is a consideration during the evaluation and the weight of the proposal price shall vary based on the specific project program. It is not necessary to disclose prices or terms at the time of submission. If only one proposal is received, the Director has the options of not opening the proposals and closing the call for proposals, as outlined in Section 15.6 – Only One Bid Received from a Call for Bids.

14.4. **Summary Table:**

Estimated Purchase	Acquisition Method				Approval Granted By:	Signing Authority For Contracts & Agreements	
	Direct Acquisition	Request for Quotation (RFQ)		Tender			Request for Proposal (RFP)
		Informal	Formal				
Up to \$5,000	✓					Manager	Not Applicable
\$5,000 to \$15,000		✓		*	*	Director	CAO & Director
\$15,000 to \$50,000			✓	*	*	Director	CAO & Director
\$50,000 to \$100,000				✓	✓	CAO	CAO & Director
Over \$100,000				✓	✓	Council	Mayor & Clerk

**A tender or RFP may be used in place of an RFQ if the project scope deems it more appropriate to use these methods. See Appendix C – Tenders vs. RFPs.*

14.5. **Pre-Bid Request Activities**

14.5.1. Sealed bid processes may be preceded by a call for Expressions of Interest (EOI) or a Request for Prequalification. These activities are conducted at the discretion of the initiating department and prepared and issued by the Manager of Special Projects.

14.5.2. **Expression of Interest (EOI)**

14.5.2.1. Used to determine a set of invited bidders and available service providers prior to issue of an invitation to bid.

14.5.2.2. EOIs do not result in the award of contract. EOIs precede a call for bids and do not request pricing information.

14.5.2.3. The Manager of Special Projects will issue an EOI at the request of the initiating Director to determine a set list of users who are capable of providing a particular product or service, when the availability of said product or service is unknown.

14.5.2.4. EOIs require potential bidders to supply background information that may include corporate history of their business, services/products they supply, previous similar projects completed, catalogues, and any other information that provides the Town with an indication of the ability of the business to provide the required products or services. The compliant responses to the EOI will make up the list of bidders that the invited bid request will be provided to.

14.5.2.5. EOIs are advertised publicly, and responses to the EOI are required by a designated date and time.

14.5.3. **Request for Prequalification**

14.5.3.1. Used to determine a list of qualified and competent bidders prior to issue of an invitation to bid based on having met and provided all required prequalification criteria.

14.5.3.2. Prequalifications do not result in an award of contract. Prequalifications precede a call for bids and do not request pricing information.

14.5.3.3. A request for prequalification is issued by the Manager of Special Projects at the request of the initiating department.

14.5.3.4. Prequalifications are used to identify contractors or consultants who would be allowed to submit bids for certain projects. Prequalification is typically used where the project requires highly technical expertise. Prequalification requests that bidders demonstrate that they have the ability to undertake the scope of work for the project. Only qualified bidders are eligible to submit a bid when a call for bids has been issued.

14.5.3.5. A reply the request for prequalification is required by a designated date and time, signed by an officer authorized to legally bind the corporation.

15. SEALED BID PROCEDURES

15.1. Specifications

- 15.1.1. All sealed bid documents must first be reviewed and approved by the Manager of Special Projects and secondly by the Risk Manager prior to being issued. Issuance of sealed bid documents to bidders will be out of a centralized location at Town Hall, coordinated by the Manager of Special Projects.
- 15.1.2. If in the opinion of the Director, after consultation with the Manager of Special Projects, it is not feasible for the Town to prepare defined specifications in order to solicit bids, an RFP for Professional Services, Consultant, or Engineer may be issued for this purpose. If, in the opinion of the Director, a firm has acute knowledge of the project specifics, or has past experience relating to the scope of work involved in the project where it would be disadvantageous for another firm to prepare the specification documents, the preparation may be assigned to that particular firm upon approval of the CAO.
- 15.1.3. Engineers or Consultants employed to manage project projects and perform contract administration shall work with the Manager of Special Projects to ensure that projects are prepared and administered in conformance to this policy.
- 15.1.4. When sealed bid documents are being prepared by the Manager of Special Projects, the issuing department must provide the scope of work specifications and technical details to the Manager of Special Projects to be included in the documents prior to preparation.
- 15.1.5. Documents and any other information provided to potential suppliers and bidders must identify the minimum requirements and specifications that suppliers and bidders must meet.
- 15.1.6. Where practical, specifications or terms of reference should be considered that are detailed but not brand specific to leave room for potential vendors to provide alternatives in the event that an equal or better-proven product or method is available.
- 15.1.7. Vendors, or potential vendors, should not be requested to expend time, money, or effort on design or in developing specifications beyond the normal level of service expected from vendors.

- 15.1.8. The Town reserves the right to charge a fee to potential bidders and proponents for the acquisition of sealed bid documents.
- 15.1.9. Insurance requirements specified in bid documents for service providers and contractors will be specified and approved by the Town's Risk Manager. The Town may alter the insurance requirements stated in this policy at their discretion and at any time.
- 15.1.10. All sealed bid documents shall include provisions regarding the Accessibility for Ontarians with Disabilities Act (AODA). See Section 31.

15.2. **Bonds and Securities**

- 15.2.1. The Manager of Special Projects, the Director of Financial Services, and the Project Manager shall agree on the most appropriate measures to guarantee execution and performance of a contract which may include, but are not limited to:

- 15.2.1.1. Financial bonds for contract performance.

- 15.2.1.2. Certified cheque, bank draft or money order. These are permitted for contracts that shall be reasonably completed within three months of the award of contract.

- 15.2.1.3. Irrevocable Letter of Credit naming the Town of Amherstburg as beneficiary that permits draws to be made without inquiry by the issuer as to whether the Town has a right between itself and the supplier to make a demand.

- 15.2.1.4. Other forms of security deposits, provisions for liquidated damages, progress payments and holdbacks.

- 15.2.2. The Town reserves the right to use e-bonds and e-bond services if it so chooses.

15.2.3. **Bid Bonds**

- 15.2.3.1. A bid bond guaranteeing entry into contract shall be included the sealed bid submission envelope for:

- a. Municipal construction projects.
 - b. Special maintenance contracts.
 - c. Demolition contracts.

15.2.3.2. The amount of the bid bond shall be at the discretion of the Manager of Special Projects and the Project Manager, but shall not be less than 10% of the bid. The Town may waive the requirement of a bid bond if the cost of obtaining said bid bond is disproportionate to the cost of the contract prior to issuing a bid request.

15.2.3.3. A certified cheque from the bidder in the required bid bond amount may be submitted in lieu of a formal bid bond document where the project can reasonably be expected to be complete within three months or less.

15.2.3.4. All forms of security shall be returned to unsuccessful bidders when the contract has been awarded and executed.

15.2.4. **Performance Bond and Labour and Materials Payment Bond**

15.2.4.1. Performance Bonds and Labour and Materials Payment Bonds are required for all construction projects valued over \$75,000.

15.2.4.2. Performance Bonds are required for all service contracts and non-construction projects valued over \$75,000.

15.2.4.3. The Manager of Special Projects and the Risk Manager may require Labour and Materials Payment Bonds for any project with any estimated value if it is deemed to be in the best interests of the Town to do so.

15.2.4.4. Where Performance Bonds and Labour and Materials Payment Bonds are required, the amount of such security shall be no less than 50% of the amount of the total project cost. The Manager of Special Projects, Risk Manager, and the Project Manager shall have the discretion to require security in excess of 50% of the total project cost, if in their opinion it would be in the best interests of the Town to do so.

15.2.5. **Maintenance Bond**

15.2.5.1. The amount of the bond shall be determined by the Manager of Special Projects and the Risk Manager and shall not be less than 50% of the total project cost.

15.2.5.2. The Manager of Special Projects and the Risk Manager may require a Maintenance Bond for any project with any estimated value if it is deemed to be in the best interests of the Town to do so.

15.2.6. **Holdback**

15.2.6.1. If it has been deemed that a risk to the Town of Amherstburg has not been adequately limited by the progress payment provisions of the contract, an additional minimum holdback of 10% may be required.

- 15.2.6.2. Holdback funds on construction contracts may be released when all of the following has occurred:
- a. The contractor submits a statutory declaration that accounts have been paid and that all documents have been received for all damage claims.
 - b. A clearance from WSIB has been provided for any arrears of WSIB assessments.
 - c. It has been verified that there are no existing construction liens applied to the project and all requirements of the Construction Liens Act have been satisfied.
 - d. Receipt of certification, where applicable, that liens have not been registered.
 - e. Certification from the Director that the conditions of the contract have been satisfied.

15.3. **Sealed Bid Management**

- 15.3.1. The Manager of Special Projects will prepare and/or approve all sealed bid documents and advertise and issue on behalf of the issuing department through a standardized process and at a centralized location at Town Hall.
- 15.3.2. Sealed bid documents and associated addenda will be issued and received by the Manager of Special Projects who will act as the Corporate Contact between the Town and potential bidders, proponents and local construction associations for all sealed bid procedures. All inquiries regarding sealed bid processes will be addressed to the Corporate Contact. Inquiries regarding technical aspects of the project will be directed to the Project Manager, who may also be named as an additional Corporate Contact in the bid documents.
- 15.3.3. After the contract has been awarded, the Project Manager will oversee the completion of the contract per the specifications identified in the contract.

15.4. **Sealed Bid Submissions**

- 15.4.1. Bids or proposals for the Town of Amherstburg in the form of the RFQ, RFP or Tender shall be submitted and received in the manner prescribed in the sealed bid specifications. Any bid documents that are submitted or received in a manner contrary to that which is prescribed in the bid document will be deemed an irregular bid in accordance with Appendix B – Bid Irregularities.

- 15.4.2. Where a mandatory site meeting is specified and required as part of the sealed bid process, only those proponents attending the mandatory site meeting shall be permitted to submit a bid for that project. Bids from proponents who did not attend mandatory site meetings will be immediately disqualified in accordance with Appendix B – Bid Irregularities.
- 15.4.3. All bid documents submitted to the Town of Amherstburg by formal bid process shall be submitted to the Town in a sealed envelope and shall be clearly marked as to the contents bearing the provided envelope cover sheet as provided in the bid documents. Any bids received in an unsealed envelope and/or absent of any provided envelope cover shall be immediately disqualified in accordance to Appendix B – Bid Irregularities.
- 15.4.4. Faxed or emailed bids will not be accepted unless otherwise stated in the bid documents.
- 15.4.5. Bids submitted by proponents/bidders shall include all of the mandatory information specified in the bid document. Missing or incomplete mandatory information shall cause a bid to be immediately disqualified in accordance to Appendix B – Bid Irregularities.
- 15.4.6. A proponent may submit more than one bid up to the official closing time. The last bid document received from a proponent shall supersede and invalidate all bids previously submitted by that proponent.
- 15.4.7. Proponents may withdraw their bid in accordance to the process specified in the bid documents.
- 15.4.8. Bids received after the official closing time shall be immediately disqualified and returned unopened to the bidder.
- 15.4.9. Bids received without the application of the corporate seal may be considered executed provided the signatory has declared that they are legally able to bind the corporation. Should this declaration be absent, the Town may review the situation on a case by case basis as noted in Appendix B – Bid Irregularities.
- 15.4.10. Where a bid requires a supplied list of all subcontractors to be employed by the contractors on a project, any proposed changes to or deletion of subcontractors after the public opening of the bid shall require the prior approval of the Project Manager.
- 15.4.11. The Town of Amherstburg reserves the right to declare a bid to be unbalanced, as defined in Section 4.0 - Definitions.
- 15.4.12. The Town of Amherstburg is under no obligation to accept the lowest or any bid received through sealed bid process and the Town will not accept any responsibility, financial or otherwise, claimed by or resulting from, a proponent's response to a bid document.

- 15.4.13. The Town of Amherstburg reserves the right to withdraw or change the scope of any bid document without providing reason for such change or withdrawal at any time during the bid process up to the point where the contract has been awarded. The Town will not accept responsibility, financial or otherwise, for any proponent responding to such withdrawal or changed bid document.
- 15.4.14. The Town of Amherstburg reserves the right to issue addendums to a bid document as specified in each individual bid document prior to the closing date and time. Bidders must acknowledge receipt of said addendums with their submissions on the appropriate bid form.
- 15.4.15. The Town of Amherstburg reserves the right to accept or reject any bid at any time during the bid process and will not accept responsibility, financial or otherwise, for any proponent responding to such call for bids.
- 15.4.16. Bidders responding to a bid request by the Town of Amherstburg are responsible for reviewing the bid documents in their entirety, in conjunction with this policy and shall be responsible for responding to a bid request in the manner prescribed in the bid document and this policy.

15.5. **Sealed Bid Opening and Analysis**

- 15.5.1. Opening of RFQs and tenders will be organized by the Manager of Special Projects. The Project Manager, Consulting Engineer (if applicable), Director of Financial Services, and Clerk shall be in attendance to witness the proceedings. If one of the aforementioned employees is not able to attend an opening, a delegate may be assigned.
- 15.5.2. Tenders and RFQs will be opened by the Manager of Special Projects, who will declare the following:
 - 15.5.2.1. Bidder name.
 - 15.5.2.2. If a bid bond was required as part of the bid document, its presence shall be acknowledged or its absence announced.
 - 15.5.2.3. Total amount of the bid.
 - 15.5.2.4. Acknowledgement of addendum/addenda.
- 15.5.3. Verification of the total amount of each quotation announced and recorded at the opening shall be subject to correction following an analysis of the submitted bids for bid irregularities.
- 15.5.4. Proposals received as a result of an RFP will be first opened by the Manager of Special Projects and Project Manager to confirm compliance to submission standards and then further evaluated and scored by an appointed Evaluation Committee.

- 15.5.5. All submitted bids, proposals, and tenders shall be verified, tabulated, and analyzed for errors and omissions by the Manager of Special Projects. A document containing the results of the bid analysis will be provided to the issuing department. This review and analysis must be conducted prior to the recommendation to Council on the award of contract.
- 15.5.6. If the procurement documents were prepared in cooperation with an Engineer, Consultant or other service provider, the bids shall further be analyzed by said professional with a result of their review provided in writing, and shall be included as an attachment to any reports to the CAO or Council.

15.6. **Only One Bid Received From a Call For Bids**

- 15.6.1. In the event that only one bid is received from a call for bids, the unopened bid may be returned to the bidder, when in the opinion of the Project Manager and the Manager of Special Projects, additional bids could have been secured. The Town may recall for bids at a later date.
- 15.6.2. In the event that only one bid is received in response to a call for bids, the bid may be opened and evaluated in accordance with this policy and the bid may be considered by the Town. In order to open the bid, bidder must sign a waiver acknowledging that the Town has the right to accept, reject, or negotiate the submitted bid. Failure to sign the waiver will result in “No Acceptable Bids Received” as stated in section 15.7 – No Acceptable Bids Received in this policy.

15.7. **No Acceptable Bids Received**

- 15.7.1. The Town has the right to deem that no acceptable bids were received where, in the opinion of the Project Manager, it was determined one of the following conditions exist:
 - 15.7.1.1. The bid prices exceed the Town’s budget for that purpose.
 - 15.7.1.2. The bid specifications are determined to be inadequate or ambiguous, or otherwise in need of revision.
 - 15.7.1.3. The goods or services forming in the subject of the tender are no longer required.
 - 15.7.1.4. It is realized that the terms and conditions of the tender did not allow for consideration of all cost factors in the relation to the supply.
 - 15.7.1.5. The needs of the Town can be satisfied by a less expensive article differing from which the bids were invited.
 - 15.7.1.6. The bids are not responsive to the intent or requirement of the bid document and do not represent fair market value.

- 15.7.2. If the Town deems that no acceptable bids were received, a revised call for bids may be issued in an effort to obtain an acceptable bid.
- 15.7.3. The Town will not be responsible financially or otherwise, to a bidder who has responded to the bid process wherein no acceptable bids were received.
- 15.7.4. The Manager of Special Projects, in consultation with the CAO, may waive the need for a further bid call and decide to negotiate with the sole compliant bidder if the total cost of the sole compliant bid is in excess of the approved budget for that acquisition. If the Town negotiates with a bidder, the Town may discontinue negotiations at any time and reject all bids received.

15.8. **Equal Bids Received**

- 15.8.1. If after a call for bids, two or more bids are received which are equivalent in value and these bids represent the lowest compliant bids, the Manager of Special Projects may provide these bidders with the opportunity to provide further bids. If at the result of this second submission of bids a tie persists, other factors may be considered that include, but are not limited to delivery dates, completion dates, sales service records, previous project history and references.
- 15.8.2. If a decision cannot be made to break the tied bids after all the factors have been considered, the successful bidder will be selected by random draw conducted by the Manager of Special Projects and witnessed by the Project Manager, the Director of Finance, the Clerk, and the two tied bidders. A bidder may elect not to attend the draw, however the draw will proceed regardless.

15.9. **Bid Irregularities**

- 15.9.1. Bid irregularities will be classified and handled in the manner described in Appendix A – Bid Irregularities.
- 15.9.2. The town reserves the right to waive minor irregularities or deem an irregularity not listed in Appendix A.

15.10. **Council Privilege**

- 15.10.1. Council shall have the right to approve or reject any submitted tenders, proposals, or bids or approve or reject any part thereof, where Administration is requesting their counsel.

16. BIDDER ELIGIBILITY

- 16.1. The Town reserves the right to restrict the eligibility of a bidder, or reject a submitted bid, based on the following circumstances:

16.1.1. **Poor Contractor Performance Rating**

16.1.1.1. Contractors with unsatisfactory Contractor Performance Ratings on file shall not be eligible to bid on Town projects until the performance rating has expired. See Section 23 – Contractor Performance Rating System.

16.1.2. **Litigation**

16.1.2.1. The Town shall reject a tender, proposal or quotation submitted by a bidder if the bidder, or any officer or director of the bidder, is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Town, its elected or appointed officials, and employees in relation to any other contract or services, or any matter arising from the Town's exercise of its powers, duties, or functions. A rejection under this clause shall be determined upon the Town's experience with the bidder and the likeliness that awarding the contract to the bidder will incur increased staff and legal costs in the administration of the contract.

16.1.3. **Poor References**

16.1.3.1. If references provided by the contractor indicate that past performance by the contractor has contributed to unsavory consequences for a property owner, this may disqualify the contractor from being eligible to bid on Town projects. This can include circumstances of, but are not limited to, non-performance, poor quality workmanship, failure to meet projected deadlines, non-attendance, non-completion, etc.

16.1.4. **Construction Liens**

16.1.4.1. Contractors that have a Construction Lien currently registered against them, or a property on which they are conducting work under their leadership, shall not be eligible to submit bids on Town of Amherstburg bid opportunities.

16.1.5. **Labour Force Strikes**

16.1.5.1. Contractors that are currently embroiled in a labour strike by their workforce shall not be eligible to submit bids for Town projects while the labour strike is in effect.

17. CONTRACTS AND AGREEMENTS

- 17.1. Formal agreements or contracts shall be issued when the resulting acquisition is complex and includes various particular terms and conditions, or when the risk Manager and the Manager of Special Projects deem appropriate.
- 17.2. Council must approve the award of contract or agreement for acquisitions over \$100,000 prior to the contract being officially awarded to the selected proponent.
- 17.3. Formal agreements and contracts entered into as a result of a commitment to acquire goods or services shall be in a form satisfactory to the Town and shall be executed by the individuals authorized to execute contracts and agreements for the purchasing threshold that the acquisition falls under as follows:
 - 17.3.1. Under \$100,000 – signed by the CAO and requisitioning Director
 - 17.3.2. Over \$100,000 – signed by the Mayor and the Clerk
- 17.4. Prior to the commencement of any work or the supply of any goods and services where the value is over \$5,000, the contractor must submit to the Town the required documentation to form a complete contract as indicated by the bid documents that may include, but is not limited to:
 - 17.4.1. Required Bonds and Securities
 - 17.4.2. Proof of Insurance
 - 17.4.3. WSIB Certificates
- 17.5. Projects shall not commence, or the provisions of the items acquired shall not be supplied, until the formal agreement or contract has been executed by all parties and all insurance, bonds and securities have been received, if said agreement is deemed necessary.
- 17.6. Where a contract may extend beyond the term of Council, the contract shall contain provisions to minimize the financial liability of the Town of Amherstburg should the subsequent Council not approve sufficient funds to complete the contract and the Town may terminate the contract.
- 17.7. No amendment or revision that alters the original contract price shall be reflected without a corresponding alteration to the scope of work. Change orders shall be issued and executed by the Director for expanded works. Where expenditures for contract amendments combined with the original contract price exceed the contract price approved by Council by over 5%, a report to Council shall be submitted by the Director recommending the expanded works. If the contract amendment results in an overage in the approved budget for that item, this report must also indicate same and provide the source of finance for the overage, as approved by the Director of Financial Services. Approval of Council must be provided prior to the execution of the change order.

- 17.8. Where contracts and agreements provide provisions for optional extensions after the original contract period, and where the acquisition valued at \$100,000 and over, the Director shall provide to Council for their approval, a report that summarizes the following:
- 17.8.1. That a contractor performance review has been conducted and the performance has been satisfactory in meeting the terms of the contract.
 - 17.8.2. Why the renewal is in the best interest of the Town of Amherstburg.
 - 17.8.3. Any contractual increases as a result of the extension of the original contract and the funding sources as approved by the Director of Financial Services.
- 17.9. Original copies of executed contracts shall be provided to the following:
- 17.9.1. Initiating Department
 - 17.9.2. Contractor
 - 17.9.3. Consultant (where applicable)
 - 17.9.4. Clerk
- 17.10. A reproduced copy of the executed contract shall be provided to the Manager of Special Projects.

18. CONTRACT PROGRESS PAYMENTS

- 18.1. All progress payment certificates, final certificates, release of holdback certificates, detail sheets, and back-up documentation shall be prepared by the Project Manager, or provided to the Project Manager by the engineering consultant. Payment certificates shall be accompanied by invoices supplied by the contractor for that certificate billing period, that include proof of payment for all subcontractors and suppliers. The Project Manager shall review the invoices and claims for payment and provide to the appropriate signing authority for payment approval.
- 18.2. If a discrepancy exists in the quantities provided in a progress payment certificate, payment shall be withheld for that certificate until the discrepancy is resolved in a manner satisfactory to the Town.

19. SUPPLIER DISCRIMINATION

- 19.1. The *Discriminatory Business Practices Act* and the Trade Agreements forbid the granting of a preference to a local supplier as a form of discrimination. Therefore, in compliance with the law and Trade Agreements, the Town shall not discriminate between the deliverables or suppliers of a particular province, city, or geographic region and the deliverables or suppliers of another province, city, or region.

20. INDEMNITY

- 20.1. The Town shall be indemnified for and against any claim, loss, cost, or damage resulting from a supplier's obligations under a contract.

21. INSURANCE

- 21.1. Minimum insurance required by service providers, contractors, or other professional services shall be required by the Town and will be specifically stated in sealed bid documents.
- 21.2. The value of insurance required shall be at the discretion of the Town's Risk manager, who may increase the insurance requirements or may identify another risk requiring coverage for a project at any time provided the increased requirement is disclosed in the sealed bid documents.
- 21.3. The Town of Amherstburg shall be named as an additional insured in the contractor's insurance policy and the policy shall contain a cross-liability and severability of interest clause. This policy shall also indemnify the Town from and all claims, demands, losses, costs, or damages resulting from the performance of a contractor's obligation under a contract.
- 21.4. Insurance policies shall not be altered, cancelled, or allowed to lapse without having provided thirty days' notice in writing to the Town. If alterations are made to the policy in any manner that would affect the Town as to the coverage specified in the policy for any reason, thirty days' notice shall be given by the insurer to the Town.
- 21.5. Prior to any contractor commencing work on behalf of the Town, the contractor shall provide a certificate of insurance to the Town.
- 21.6. Contractors shall maintain insurance that provides adequate coverage for loss by burglary, theft, or fire of any stock or equipment and dishonesty of employees or agents of the contractor on Town property.
- 21.7. Contractors shall maintain adequate automobile insurance that will provide coverage for bodily injury and property damage caused by vehicles owned by the contractor.

22. COMPLETION OF CONTRACTED SERVICES

- 22.1. Projects that have been acquired through sealed bid process shall follow specified project start up and close out procedures conducted and documented by the Project Manager, with copies being provided to the Manager of Special Projects.
- 22.2. Start up and close out procedures shall be prescribed by the Manager of Special Projects.

23. CONTRACTOR PERFORMANCE RATING SYSTEM

- 23.1. Upon completion of contracted services, a post-project performance review will be arranged between the Project Manager and the Contractor. This review will provide an overview of the Contractor's performance and provide a recommendation by the Project Manager as to whether the Contractor's performance was satisfactory or unsatisfactory.
- 23.2. The Contractor's performance review will be documented using prescribed forms as defined by the Manager of Special Projects, and will be acknowledged by both the Project Manager and the Contractor. Should a Contractor refuse to sign the performance review document, the review will be considered unsatisfactory, regardless of outcome.
- 23.3. Performance reviews shall be kept on file by the Manager of Special Projects.
- 23.4. Contractors who receive an unsatisfactory performance review will not be eligible to bid on Town projects for a two-year period from the date of the review. Bids received will be returned unopened to ineligible bidders.
- 23.5. The CAO may extend or cancel a Contractor's ineligibility period at his discretion.

24. EXCEPTIONS TO PROCUREMENT PROCEDURES

- 24.1. Exceptions to specified procurement and purchasing procedures may be requested by a Director and approval shall be granted by the CAO.
- 24.2. Exceptions to the Procurement Policy will be documented in writing with records kept on file by the Manager of Special Projects.
- 24.3. Exceptions will only be considered by the CAO in the following circumstances:

24.3.1. Volatile Market Conditions

24.3.1.1. Notwithstanding the provisions of this policy, where market conditions are such that long term price protection cannot be obtained for goods and services, the Director will obtain competitive prices for short term commitments until such a time reasonable price protection and firm market pricing is restored.

24.3.2. Sole Source Purchasing

24.3.2.1. Purchase by negotiation may be adopted if any of the following conditions apply:

- a. Goods and services are in short supply due to market conditions.
- b. The sources of supply are so specialized or restricted to the extent that there is not effective price competition.

- c. Consideration of substitutes is precluded due to any of the following:
 - i. Components or replacement parts for which there is no substitute.
 - ii. Compatibility with an existing product, facility, or service is required.
 - iii. Specific standards are adopted by Council.
- d. There is documented evidence that the extension or reinstatement of an existing contract would prove most cost effective or beneficial (a savings of a minimum of 10% of the original contract must be proven). The contract shall only be reinstated if the previously contracted work was substantially completed less than one calendar year.
- e. Work is required at a location where a contractor has already been secured through a procurement process, with established unit prices and it is considered to be beneficial and cost effective to extend the unit prices for the work to be completed for the Town. This shall only apply if the project for which the unit prices are to be extended was substantially completed less than one calendar year.
- f. After the procurement process has closed, it may be necessary for discussion to clarify and/or make significant revision(s) to the initially defined requirements of the call for bids.
- g. When only one bid is received through the bid solicitation process and it is impractical to recall the requirements of the call for bids.
- h. Where the landowner will be assessed 100% of all costs for works under the Drainage Act and the landowner wishes to choose a contractor from the prequalified list of contractors, or another contractor deemed qualified by the Town, who comply with section 23 of this policy.

24.3.3. **Pilot Projects**

24.3.3.1. The Town may participate in an experimental trial or test to confirm that a program or initiative is attainable and within the best interests of the Town to pursue. Funds may be extended to initiate said program trial or test, regardless if the initiative is executed past the trial period or test phase.

24.3.3.2. A contractor or service provider coordinating a pilot project may be directly acquired, upon approval of the CAO.

24.3.4. **Council Privilege**

24.3.4.1. Council, by means of official recommendation, may waive the Procurement Policy on a case by case basis.

24.3.5. **Emergency Purchasing**

24.3.5.1. Notwithstanding the provisions of this policy, the following shall only apply in case of an emergency, when an event occurs that is determined by a Director and the CAO to be:

- a. A threat to public health.
- b. The maintenance of essential town services.
- c. The welfare of persons of public property, or
- d. The security of the Town's interests and the occurrence requires the immediate delivery of goods or service and time does not permit for competitive bids.

24.3.5.2. Sole sourcing because of an emergency on the basis noted in section 23.3.5.1 shall be applied in accordance to section 12 - Emergency Purchasing provided in this policy.

24.3.6. **Cooperative or Joint Venture**

24.3.6.1. The Town may participate with other government agencies or public authorities in cooperative purchasing and acquisition ventures, or utilize a "piggy back clause" within public sector contracts whenever it is determined to be in the best interest of the Town to do so.

24.3.6.2. The Town may enter into arrangements with area municipalities, local boards, and other public bodies or authorities for the purchase of deliverables on a cooperative or joint basis where there are economical advantages to doing so, provided that under any such approved arrangement the methods utilized are competitive and adequate arrangements have been made for the provision of all necessary support required for the method of purchase.

24.3.7. **Unsolicited Proposal**

24.3.7.1. Any purchasing activity resulting from the receipt of an unsolicited proposal shall comply with the provisions of this policy. A contract resulting from an unsolicited proposal shall be awarded on a non-competitive basis only when the purchasing requirements comply with the non-competitive purchasing policies and procedures.

24.3.8. **Consulting and Professional Services**

24.3.8.1. If it has been deemed necessary to obtain a firm to provide consulting and/or professional services, the CAO may waive the requirement to use a sealed bid process for the acquisition of these services and may approve a consultant or professional services for a particular project without competitive process where one or more of the following conditions exist:

- a. The works are a continuation of a previous project.
- b. The firm has demonstrated unique qualifications to undertake the project including in-house experience or historical data of the Municipality.
- c. Time constraints restrict the ability to seek proposals or quotations that would result in increased costs or loss of provincial or federal funding.

24.3.9. **Group Procurement Organizations**

24.3.9.1. The Town may participate in programs provided by not-for-profit group procurement organizations that offer competitively-sourced and priced products and services through collaborative sourcing agreements.

24.3.9.2. These organizations conduct competitive bidding processes on behalf of Public Sector organizations and provide access to the Town to the details of the procurement process and associated records.

24.3.9.3. The Manager of Special Projects may provide a roster of products and services available to the Town by a group procurement organization to minimize costs and maximize approved budgets.

25. CONFLICT OF INTEREST

25.1. Where an elected official, officer, or employee of the Town either on his own behalf or while acting for, by, with, or through another, has any pecuniary interest, direct or indirect, in any purchasing matter present at any meeting at which the purchasing matter is the subject of discussion or consideration, the elected official, officer or employee of the Town shall:

25.1.1. Not take part, in any way, in the procurement process for which the conflict exists including, but not limited to, the securing of pricing or preparation of bid documents, contact with vendors participating in the bid, the official closing and recording of bids received, evaluation and discussion of bids, negotiation, authorization or approval of the contract, authorization or approval of payments under the contract, or any other matter related to the purchase.

- 25.1.2. Disclose the interest and general nature thereof prior to any discussion or consideration of the matter at any time.
 - 25.1.3. Not take part in the discussion of, or vote on, any question in respect to the matter.
 - 25.1.4. Not attempt in any way, whether before, during, or after the meeting, to influence the voting in respect of the matter.
- 25.2. All consultants, contracted services, and vendors must disclose to the Town prior to accepting an assignment, signing a contract, and/or providing goods and/or services, any potential conflict of interest. If a conflict of interest exists, the Town, as directed by the department Director, may at its discretion, withhold the assignment, contract, or provision of goods and/or services.
- 25.3. If during an assignment, contract, or delivery of goods/services the service provider or vendor is retained by another client giving rise to a potential conflict of interest, the service provider shall so inform the Town.
- 25.4. At any time during a bid process beginning with the preparation of a bid document through to the award and commitment stage, no person shall accept, directly or indirectly, from any person or organization to which the acquisition is, or might be awarded, anything of any value or preferential treatment including rebates, gifts, meals, money, event tickets or special privileges.

26. INVENTORY AND MATERIAL

- 26.1. Department Managers shall be responsible for inventory management and shall ensure a physical inventory of stock items be taken on a periodic basis and shall allow for adequate inventory obsolescence.
- 26.2. The Manager of Special Projects may alter the source of a supply of a deliverable in consultation with the initiating department, if it is in the best interests of the Town to do so.
- 26.3. Upon receipt of deliverables, Managers shall promptly inspect the deliverable for compliance with the terms of the contract. The Manager of Special Projects shall be notified of any deviation of the terms of the contract and shall assist as required to rectify the deviation.

27. DISPOSAL OF SURPLUS GOODS

- 27.1. Directors shall notify the CAO of items deemed surplus that have a value of \$5,000 or more and approval shall be granted by the CAO to dispose of these surplus goods.
- 27.2. Prior to the disposition of surplus goods, the Director shall circulate a list of the surplus assets available for use to all Town departments and they may be acquired by other Town departments free of charge.

- 27.3. Surplus assets not required by any Town department shall be sold or disposed of by the initiating department via formal auction, internet auction, tender, trade-in, demolition, recycling, or disposal at landfill.
- 27.4. Profit from the disposition of surplus goods will be credited to the initiating department in a defined holding account for future reserve fund allocation.
- 27.5. Surplus assets may also be awarded to a non-profit entity upon approval of the CAO.
- 27.6. Disposal of unsafe or hazardous surplus items shall be the responsibility of the originating department and shall be conducted in accordance with this policy.

28. PETTY CASH

- 28.1. Every effort shall be made to minimize usage of petty cash and to make purchases on Town accounts without the direct exchange of cash funds. Petty cash is to be used only in instances where no other option is practical.
- 28.2. The CAO may choose to eliminate or implement a petty cash till at their discretion.
- 28.3. The use of petty cash shall adhere to the Cash Handling Policy.
- 28.4. Petty cash purchases shall not exceed \$200.

29. CORPORATE CREDIT CARDS

- 29.1. Corporate credit cards have been entrusted to authorized senior administration. These credit cards are to be used in compliance with the Procurement Policy and the issuing creditor's terms and conditions.
- 29.2. Corporate credit cards limits shall be set by the Director of Financial Services in consultation with the CAO.
- 29.3. Every effort shall be made to make purchases on Town accounts without having to utilize corporate credit cards. Credit cards are to be used only in instances where charging on Town accounts or using a purchasing card is not practical.
- 29.4. Only certain types of vendors are registered to corporate credit cards. Transactions at vendors that are not registered with the corporate credit card will be declined.
- 29.5. Monthly statements will be provided to card holders and all credit card transactions must be reconciled with original receipts to the Accounts Payable Department as soon as possible, having been first approved by the cardholder's supervisor (if applicable).
- 29.6. Credit cards are user specific and delegation of authority is not permitted when making transactions.

- 29.7. The cardholder is responsible for immediately reporting a lost or stolen credit card first to the credit card company, and secondly to the Director of Financial Services.
- 29.8. The credit card is the property of the Town of Amherstburg and is intended to be used for necessary circumstances that keep business moving forward.
- 29.9. Under no circumstances may the corporate credit card be used for personal purchases or cash advances.
- 29.10. Failure of the cardholder to adhere to the provisions and regulations of the corporate credit card may result in the loss of privileges and may result in disciplinary action.

30. PURCHASING CARDS (P-CARDS)

- 30.1. Purchasing cards shall be used to procure low-value expense items.
- 30.2. Purchasing cards will be issued to employees approved to make purchases on behalf of the Town for small dollar purchases.
- 30.3. P-card purchase receipts shall be signed by cardholders for validation purposes. Receipts must be supplied to the Accounts Payable department at the first available opportunity after purchase, with associated General Ledger account numbers and managerial authorization. Monthly statements will be provided to the Accounts Payable Department who will reconcile this statement with the associated P-card purchase receipts.
- 30.4. Purchasing cards are user specific and delegation of authority is not permitted when making transactions.
- 30.5. The cardholder is responsible for ensuring the safety and integrity of the purchasing card at all times. Cardholders shall immediately report a lost or stolen purchasing card to the Director of Financial Services.
- 30.6. The purchasing card is the property of the Town of Amherstburg and is intended to be used for necessary circumstances that keep business moving forward.
- 30.7. Under no circumstances may the purchasing credit card be used for personal purchases.
- 30.8. Failure of the cardholder to adhere to the provisions and regulations of the purchasing card may result in the loss of privileges and may result in disciplinary action.
- 30.9. The Director of Financial Services shall coordinate applications for card users. Department Managers shall be responsible for immediately notifying the Director of Financial Services of any employment status changes with cardholders in their respective departments.

31. ACCESSIBILITY FOR ONTARIOAN WITH DISABILITIES ACT (AODA)

- 31.1. Contractors and service providers, including subcontractors if applicable, that provide services to the public or third parties on behalf of the Town of Amherstburg shall ensure that all its employees, agents, volunteers or others for whom the contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of the Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended (the "Act"). The contractor shall ensure that such training includes, with limitation, a review of the purposes of the Act and the requirements of the Regulation, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation.
- 31.2. The contractor shall also maintain a record of all training provided to the contractor's personnel on the Town's accessible customer service standards as required under this section, which shall include at a minimum, the dates on which the training was provided and the number of individuals to whom the training was provided. The vendor shall furnish any required records of accessible customer service training to the Town within ten days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

32. OCCUPATIONAL HEALTH AND SAFETY ACT

- 32.1. Contractors and service providers shall comply with all requirements of the *Occupational Health and Safety Act, 1990* and the Regulation for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendments of said act.
- 32.2. In the event that the contractor fails to comply with the requirements of the above mentioned act, the Town may suspend the continuation of the work forthwith and the suspension will remain in effect until the contractor has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Town on account of the provisions of this clause, shall not allow the contractor an extension of the time of completion and the contractor may be liable for liquidated damages to the Town.
- 32.3. If the project tender price exceeds \$50,000 the successful contractor shall notify the Ontario Ministry of Labour with a Notice of Project as required under the *Occupational Health and Safety Act* and Regulation, and shall provide a copy of same to the Town.

33. RECORDS AND INFORMATION

- 33.1. Purchasing records will be retained in accordance with the Town's Record Retention By-law.

- 33.2. The Town is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. Subject to provisions of this Act, the Town will use reasonable efforts to safeguard the confidentiality of any information identified by a supplier as confidential, but shall not be liable in any way whatsoever if such information is disclosed.
- 33.3. Purchasing files shall be maintained by the Manager of Special Projects to monitor and review the effectiveness of this policy and associated procedures, and to ensure compliance to this Policy.

34. PROCEDURES

The Manager of Special Projects has the authority to establish procedures for implementing this policy and to amend those procedures as required in the best interests of the Town with the concurrence of the CAO and Town Solicitor (if required).

APPENDIX A – GOODS AND SERVICES EXEMPT FROM THE PROVISIONS OF THE PROCUREMENT POLICY

The following items are exempt from the provisions of this policy:

1. Petty Cash Items
2. Training and Education
 - 2.1. Conferences
 - 2.2. Courses
 - 2.3. Conventions
 - 2.4. Memberships
 - 2.5. Seminars
 - 2.6. Periodicals
 - 2.7. Magazines
 - 2.8. Staff training
 - 2.9. Staff development
 - 2.10. Staff workshops
 - 2.11. Subscription
3. Employee “Work Related” Expenses
 - 3.1. Advances
 - 3.2. Meal allowances
 - 3.3. Travel and hotel accommodations
 - 3.4. Entertainment
 - 3.5. Miscellaneous Non-Travel
4. Employer’s General Expenses
 - 4.1. Payroll deduction remittances
 - 4.2. Licenses (vehicle, elevators, radios, etc.)
 - 4.3. Debenture payments
 - 4.4. Grants to agencies
 - 4.5. Payment of damages
 - 4.6. Tax remittances
 - 4.7. Charges to/from other government or Crown agencies
 - 4.8. Employee income
 - 4.9. Financing fees and rates
5. Professional and Special Services
 - 5.1. Committee fees
 - 5.2. Witness fees
 - 5.3. Court reporters fees
 - 5.4. Honoraria
 - 5.5. Arbitrators
 - 5.6. Legal Settlements
 - 5.7. Integrity Commissioner

(cont’d)

6. Utilities

6.1. Postage

6.2. Water and sewer charges

6.3. Electricity

6.4. Cable television

6.5. Internet

6.6. Natural Gas

APPENDIX B – BID IRREGULARITIES

1. A bid irregularity is a deviation between the requirements (terms, conditions, specification, special instruction, etc.) of a bid request and the information provided in a bid response.
2. Bid irregularities will be classified as “Major Irregularities”, “Minor Irregularities” and “Mathematical Error”.

2.1. Major Irregularity

- 2.1.1. A deviation from the bid request that affects the price, quality, quantity, or delivery and is material to the award of contract. If the deviation is permitted, the bidder could gain an unfair advantage over the competition. The bid that contains a major irregularity must be rejected.
- 2.1.2. In the event that a bid is rejected due to a major irregularity, the Town may disqualify the bidder from participating in Town bid requests for a period of up to one year, at the discretion of the initiating Department Director

2.2. Minor Irregularity

- 2.2.1. A deviation from the bid request that affects form rather than substance. The effect on price, quality, quantity, or delivery is not material to the award. If the deviation is permitted or corrected, the bidder would not gain an unfair advantage over competitors. A Director, in collaboration with the Manager of Special Projects, may permit the bidder to correct a minor irregularity.

2.3. Mathematical Error

- 2.3.1. An error in mathematical calculation in the bid response. The Manager of Special Projects will correct errors in mathematical extensions and/or taxes and the unit price will govern.

2.4. Summary of Bid Irregularities

ITEM	DESCRIPTION	MAJOR	MINOR	ACTION
2.4.1	Late bids (by any amount of time)	✓		Automatic rejection
2.4.2	Bids completed in pencil instead of ink	✓		Automatic rejection
2.4.3	Unsealed tender envelope	✓		Automatic rejection
2.4.4	Envelope cover sheet not applied to submission envelope	✓		Automatic rejection
2.4.5	Bid received on documents other than those provided (pages have been reproduced by bidder)	✓		Automatic rejection, unless otherwise specified in bid documents
2.4.6	Partial bids (prices for all items have not been provided)	✓		Automatic rejection

ITEM	DESCRIPTION	MAJOR	MINOR	ACTION
2.4.7	Changes are made to bid form but are not initialled by bidder		✓	Bidder provided 2 business days to initial the error. Town reserves the right to waive the requirement to initial bid and may accept as is. Reviewed on a case-by-case basis.
2.4.8	Alternate items bid in whole or in part	✓	✓	May be considered unless specified that alternates are not accepted
2.4.9	Mathematical errors exist in the bid which are not consistent with the unit prices.		✓	Bidder provided 2 business days to initial the error. Unit prices will govern total price.
2.4.10	Unit prices in the schedule of prices have been changed but are not initialled by bidder		✓	Bidder provided 2 business days to initial the error. Town reserves the right to waive the requirement to initial bid and may accept as is. Reviewed on a case-by-case basis.
2.4.11	Bids containing minor clerical errors		✓	Bidder provided 2 business days to initial the error. Town reserves the right to waive the requirement to initial bid and may accept as is. Reviewed on a case-by-case basis.
2.4.12	Bidder has not acknowledged addendum/addenda.	✓		Automatic rejection
2.4.13	Pages requiring completion of information by vendor are missing	✓		Automatic rejection
2.4.14	Bid form is not signed	✓		Automatic rejection
2.4.15	Bid form does not contain corporate seal of bidder, or notation of ability to bind corporation	✓	✓	Bidder provided 2 business days to apply seal or provide proof of ability to bind the corporation. Town reserves the right to waive the application of corporate seals provided the signatory has noted that they are legally able to bind the corporation. Reviewed on a case-by-case basis.
2.4.16	Bid bond is not submitted with bid	✓		Automatic rejection
2.4.17	Bid bond amount is insufficient	✓		Automatic rejection, unless the insufficiency is trivial or insignificant.
2.4.18	Bid bond is not executed	✓		Automatic rejection

ITEM	DESCRIPTION	MAJOR	MINOR	ACTION
2.4.19	Cheque submitted for bid bond is not certified	✓		Automatic rejection
2.4.20	Agreement to bond is not submitted with bid	✓		Automatic rejection
2.4.21	Agreement to bond is not executed	✓		Automatic rejection
2.4.22	Surety company is not licensed to do business in Ontario (bid bond, agreement bond, etc.)	✓		Automatic rejection
2.4.23	Bidder did not attend mandatory site meeting	✓		Automatic rejection
2.4.24	Bidder has an unsatisfactory performance review currently on file with an ineligibility period still in effect	✓		Automatic rejection
2.4.25	Bid documents suggest that the bidder has made a major mistake in calculations or intent to bid			Consultation with Town solicitor on a case-by-case basis
2.4.26	Bid contains kickback	✓		Automatic rejection and suspension of bidder's eligibility to bid on Town projects for period of one year.

The above list of irregularities should not be considered all-inclusive. The Manager of Special Projects will review minor irregularities not listed.

APPENDIX C – TENDERS vs. RFPs

1. The following is provided to assist in determining which procurement method, Tender or RFP, is more appropriate in instances where the acquisition is valued over \$50,000:

1.1. Request for Proposals (RFPs)

1.1.1. An RFP solicitation should be used when the Town wants to review and implement different and new solutions to a problem, project or business process. The RFP document provides proponents with an overview of the perceived or expected requirements. It does not give a detailed project plan as it is expected that this is what the proponent will develop in response to the RFP. To summarize, an RFP is used when:

- a. You know what you want, but not how to get it
- b. The purchaser is looking for the best solution to solve a problem or deliver a good or service, but is not exactly sure how to achieve it
- c. There is no detailed material, procedure and/or specification
- d. The good or service is not clearly defined
- e. Looking for a general solution to a problem

1.1.2. The proposals will be evaluated and scored by an evaluation committee to determine the proponent with the most complete submission in accordance with the Town's needs. The evaluation is not solely based on cost for services, but also scored on several criteria, including proposed solutions, qualifications, references, etc.

1.2. Tenders

1.2.1. A tender call should be used when the Town knows what they want and how they want to achieve that. The tender document provides bidders with exact specifications for the item/service they desire and are seeking the best possible price to obtain that item/service. To summarize, a tender is used when:

- a. You know what you want and how you want it done.
- b. The purchaser has an exact item or service defined is looking for the best price to deliver it.
- c. There is detailed methodology, procedure, and/or specification.

1.2.2. Tenders are analyzed for errors or omissions and the tender is typically awarded to the bidder with the lowest compliant tender price.



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Eric Chamberlain	Report Date: March 22, 2021
Author's Phone: 519 736-3664 ext. 2312	Date to Council: April 12, 2021
Author's E-mail: echamberlain@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: 2021 Road Repairs Program – Award of Tender

1. **RECOMMENDATION:**

It is recommended that:

1. The 2021 Road Repairs Program Tender **BE AWARDED** to Avanti Paving Inc. in an amount of \$136,000 plus applicable taxes; and,
2. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Avanti Paving Inc. for the completion of the 2021 Road Repairs Program.

2. **BACKGROUND:**

The Town advertised a Request for Tenders (RFT) for the 2021 Road Repairs Program on March 3, 2021 on the Town's Bids and Tenders website. The Road Repairs Program provides for asphalt repairs on various roads in Amherstburg.

3. **DISCUSSION:**

The RFT closed for this project at 11:00 a.m. on Friday, March 19, 2021. The Town received four () tender submissions that were processed electronically via the Bids and Tenders system.

Administration completed a review of the tenders for mathematical errors and compliance to the Town's Procurement Policy. The tender results are as follows:

Bidder	Tender Amount (excluding HST)
1. Avanti Paving Inc.	\$ 136,000
2. Armstrong Paving and Materials Group Ltd.	\$ 141,100
3. Nasci Construction Services Ltd.	\$ 142,800
4. Shepley Road Maintenance Ltd.	\$ 178,636

4. RISK ANALYSIS:

The Town is required to meet minimum maintenance standards for road infrastructure in order to provide an acceptable level of service and to mitigate the Town's risk related to claims against the Town. Award of the tender will allow 2021 maintenance works to proceed in support of maintaining roads to the minimum standard.

5. FINANCIAL MATTERS:

The 2021 Budget includes \$570,000 for road maintenance under the Public Works budget centre, including general maintenance (asphalt repairs), crack sealing, gravel road repairs, and line painting. Based on the recommended tender award, the financial impact related to general maintenance (asphalt repairs) would be as follows:

Public Works Budget Centre	Budget*	Actual (incl. net HST)	Variance* (over)/under
Expense:			
Road Maintenance	\$570,000	\$138,394	\$431,606
Funding:			
Taxation Revenue	\$570,000	\$138,394	\$431,606

*The remaining road maintenance budget will be utilized to complete additional necessary repairs to the rural roads as needed as well as other road maintenance initiatives including crack seal, gravel road repairs and line painting.

6. CONSULTATIONS:

The Financial Planning Administrator provided information on the tender review regarding tender compliance.

Cheryl Horrobin, Director of Corporate Services

7. **CONCLUSION:**

Administration recommends that the tender for the 2021 Road Repairs Program be awarded to Avanti Paving.



Eric Chamberlain
Manager of Roads and Fleet

Report Approval Details

Document Title:	2021 Road Repair Program - Tender Award.docx
Attachments:	- AGREEMENT.docx
Final Approval Date:	Apr 6, 2021

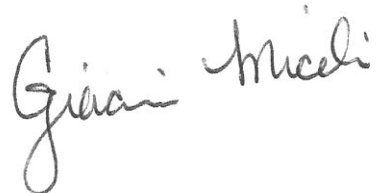
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker

AGREEMENT

THIS AGREEMENT made in duplicate this 26th day of March, 2021.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

AVANTI PAVING INC

(hereinafter called the Contractor) of the second part.

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

2021 Road Repairs

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with its Tender submitted to the Corporation on the:

19th day of March, 2021

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Corporation and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for an amount not to exceed:

One hundred and thirty-six thousand dollars and zero cents (\$ 136,000.00)
excluding H.S.T.

The Contractor hereby covenants and agrees with the Corporation in the following manner:

(1) To execute and perform the whole of the work herein mentioned in a workmanlike manner, in strict accordance with the provisions of this Agreement, including the said Specifications, General Conditions and the Plans (where applicable) therein referred to.

The Contractor shall, in the execution and performance of the said work perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in this Agreement.

(2) The Contractor will indemnify and save harmless the Corporation, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

(3) To pay to the Corporation, on demand, all loss, costs, damages or expenses incurred by the Corporation or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any monies paid or payable by the Corporation or any of its officers, servants or agents in settlement or in discharge thereof, or on account thereof. If in default of said monies so paid or payable by the Corporation, its officers, servants or agents, including any monies payable by the Contractor under any of the terms and conditions of the Contract, these said monies may be deducted from any monies of the Contractor then remaining in possession of the Corporation on account of this or any other Contract, or may be recovered from the Contractor or the Surety named in the Bond hereto attached in any court of competent jurisdiction and monies paid at their request.

The Corporation covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, the Corporation will pay the Contractor the Contract price mentioned in said tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender). Payment shall be made in the manner, subject to drawbacks and liquidated damages mentioned in the said General Conditions, upon estimates or certificates signed by the Engineer, issued in accordance with the conditions incorporated with and made part of this Agreement.

No monies shall become due or be payable under this Agreement unless and until an estimate or certificate therefore shall have been signed by the said Engineer, the possession of which is hereby made a condition precedent to the right of the Agreement to be paid or to maintain any action for such money or for any part thereof, the Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Agreement, except only in the manner and as provided for herein. The Corporation shall not be liable or compelled to grant or insure any estimate or certificate for work rejected or condemned by the said Engineer or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the said Engineer. It is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to, or discovered by the

said Engineer at the time such estimate or certificate was granted, or monies paid thereon.

AND it is understood and agreed between the parties hereto as follows:

That this Agreement, and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, of the said Contractor and the Corporation respectively. In this Agreement, and in the Contract, of which this Agreement forms a part, the words, "person", "plans", "shall", "may", "herein", "work", "Contract", "Contractor", "Inspector", "Engineer", and words used in the singular number of the masculine gender, shall have the meaning and effect given them in the General Conditions hereto annexed or in the Interpretation Act of the Revised Statutes of Ontario.

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

WITNESS AS TO SIGNATURE
OF CONTRACTOR

Contractor's Signature and Seal

Contractor's Name

Contractor's address

**THE CORPORATION OF THE TOWN OF
AMHERSTBURG**

WITNESS AS TO SIGNATURE
OF CORPORATION

Aldo DiCarlo, Mayor

Paula Parker, Municipal Clerk



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.

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: 2021 Road Maintenance (Tar and Chip) Program – Award of Tender

1. RECOMMENDATION:

It is recommended that:

- 1. An over-expenditure not to exceed \$10,000 for the 2021 Road Maintenance (Tar and Chip) Program capital project, to be funded from current taxation, BE APPROVED;
2. The 2021 Road Maintenance (Tar and Chip) Program Tender BE AWARDED to Shepley Road Maintenance Limited in an amount of \$206,210 plus applicable taxes; and,
3. The Mayor and Clerk BE AUTHORIZED to execute an agreement with Shepley Road Maintenance Limited for completion of the 2021 Tar and Chip Program.

2. BACKGROUND:

The Town advertised a Request for Tenders (RFT) for the 2021 Surface Treatment (Tar and Chip) Program on March 3, 2021. The Surface Treatment (Tar and Chip) Program maintains the surface treatment on various roads in the rural area of Amherstburg.

3. DISCUSSION:

The RFT closed for this project at 11:00 a.m. on Friday March 19, 2021. The Town received one tender submission that was processed electronically via the Bids and Tenders system. In accordance with the Council approved procurement policy where only one bid is received (Article 15.6.2) bidders must acknowledge that the Town has

the right to accept, reject or negotiate the submitted bid. Upon review of the submitted bid Administration has accepted the bid as submitted from Shepley Road Maintenance Ltd as received.

The tender was reviewed electronically to ensure there were no mathematical errors or omissions. The tender result is:

Bidder	Tender Amount (excluding HST)
1. Shepley Road Maintenance Ltd.	\$206,210

4. **RISK ANALYSIS:**

The Town is required to meet minimum maintenance standards for road infrastructure in order to provide an acceptable level of service and to mitigate the Town’s risk related to claims against the Town. Award of the tender will allow 2021 road maintenance works to proceed in support of maintaining roads to the minimum standard.

5. **FINANCIAL MATTERS:**

The one tender bid received was \$206,210 plus HST.

The financial impact for the recommended contract would be as follows:

Public Works Budget Centre - Capital	Budget	Actual (incl. net HST)	Variance (over)/under
Expense:			
Tar and Chip Program - Capital	\$200,000	\$209,840	(\$9,840)
Funding:			
Transfer from Reserve – Lifecycle	\$200,000	\$200,000	\$ -
Current Taxation	-	9,840	(9,840)
Total Funding - Capital	\$200,000	\$209,840	(\$9,840)

The recommended \$9,840 over-expenditure for the 2021 Tar and Chip Program capital works can be offset by under-expenditure in the Operating Budget – Public Works Budget Centre - Road Maintenance account. As a result, no net impact to taxation funded results is expected for 2021.

6. **CONSULTATIONS:**

The Financial Planning Administrator provided information on the tender review regarding tender compliance.

Cheryl Horrobin, Director of Corporate Services

7. **CONCLUSION:**

Administration recommends that the tender for the 2021 Tar and Chip be awarded to Shepley Road Maintenance Ltd. as outlined in this report.

A handwritten signature in blue ink, appearing to read 'E. Chamberlain'.

Eric Chamberlain
Manager of Roads and Fleet

Report Approval Details

Document Title:	2021 Tar and Chip Program - Tender Award.docx
Attachments:	- AGREEMENT.docx
Final Approval Date:	Apr 6, 2021

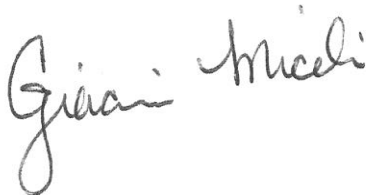
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker

AGREEMENT

THIS AGREEMENT made in duplicate this 26th day of March, 2021.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

SHEPLEY ROAD MAINTENANCE LTD.

(hereinafter called the Contractor) of the second part.

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

2021 Surface Treatment Program

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with its Tender submitted to the Corporation on the:

19th day of March, 2021

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Corporation and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for an amount not to exceed:

Two hundred and six thousand, two hundred and ten dollars and zero cents
(\$206,210.00) excluding H.S.T.

The Contractor hereby covenants and agrees with the Corporation in the following manner:

(1) To execute and perform the whole of the work herein mentioned in a workmanlike manner, in strict accordance with the provisions of this Agreement, including the said Specifications, General Conditions and the Plans (where applicable) therein referred to.

The Contractor shall, in the execution and performance of the said work perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in this Agreement.

(2) The Contractor will indemnify and save harmless the Corporation, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

(3) To pay to the Corporation, on demand, all loss, costs, damages or expenses incurred by the Corporation or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any monies paid or payable by the Corporation or any of its officers, servants or agents in settlement or in discharge thereof, or on account thereof. If in default of said monies so paid or payable by the Corporation, its officers, servants or agents, including any monies payable by the Contractor under any of the terms and conditions of the Contract, these said monies may be deducted from any monies of the Contractor then remaining in possession of the Corporation on account of this or any other Contract, or may be recovered from the Contractor or the Surety named in the Bond hereto attached in any court of competent jurisdiction and monies paid at their request.

The Corporation covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, the Corporation will pay the Contractor the Contract price mentioned in said tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender). Payment shall be made in the manner, subject to drawbacks and liquidated damages mentioned in the said General Conditions, upon estimates or certificates signed by the Engineer, issued in accordance with the conditions incorporated with and made part of this Agreement.

No monies shall become due or be payable under this Agreement unless and until an estimate or certificate therefore shall have been signed by the said Engineer, the possession of which is hereby made a condition precedent to the right of the Agreement to be paid or to maintain any action for such money or for any part thereof, the Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Agreement, except only in the manner and as provided for herein. The Corporation shall not be liable or compelled to grant or insure any estimate or certificate for work rejected or condemned by the said Engineer or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the said Engineer. It is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to, or discovered by the

said Engineer at the time such estimate or certificate was granted, or monies paid thereon.

AND it is understood and agreed between the parties hereto as follows:

That this Agreement, and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, of the said Contractor and the Corporation respectively. In this Agreement, and in the Contract, of which this Agreement forms a part, the words, "person", "plans", "shall", "may", "herein", "work", "Contract", "Contractor", "Inspector", "Engineer", and words used in the singular number of the masculine gender, shall have the meaning and effect given them in the General Conditions hereto annexed or in the Interpretation Act of the Revised Statutes of Ontario.

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

WITNESS AS TO SIGNATURE
OF CONTRACTOR

Contractor's Signature and Seal

Contractor's Name

Contractor's address

**THE CORPORATION OF THE TOWN OF
AMHERSTBURG**

WITNESS AS TO SIGNATURE
OF CORPORATION

Aldo DiCarlo, Mayor

Paula Parker, Municipal Clerk



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.

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: Grader and Equipment – Award of Tender

1. RECOMMENDATION:

It is recommended that:

- 1. An over-expenditure for purchase of a gravel compaction unit not to exceed \$12,700 BE APPROVED for a total cost not to exceed \$37,613 including net HST and that the over-expenditure BE FUNDED from taxation, with any surplus/deficit resulting from taxation funded operations to be addressed through recommendations in the year end (Q4) variance report;
2. The Motor Grader and Equipment Tender BE AWARDED to Brandt Tractor Limited in an amount of \$456,654 plus applicable taxes; and,
3. The Mayor and Clerk BE AUTHORIZED to execute an agreement with Brandt Tractor Limited for the purchase of a 2021 Motor Grader and Equipment.

2. BACKGROUND:

The Town advertised a Request for Tenders (RFT) for the purchase of Motor Grader and Equipment on March 3, 2021 on the Town's Bids and Tenders website. The Motor Grader provides for maintenance and upkeep of gravel roads in Amherstburg. In addition, the motor grader is outfitted with a plow and wing to assist with winter control operations. The RFT was for replacement of the existing Motor Grater and plow and wing attachments. Budget approval had also been granted for purchase of a dozer blade and gravel shoulder eliminator based on Administration's request; however, on further review Administration determined that those pieces of equipment would not provide the anticipated outcomes. As such, the RFT did not include the dozer blade and gravel shoulder eliminator.

The RFT also requested optional bids on a new grader mount roller packer for gravel compaction that will be used to assist in gravel road maintenance. Budget approval had been granted for purchase of a tow behind gravel packer based on Administration's request; however, on further review Administration determined that piece of equipment would not provide the anticipated outcomes and would be more expensive to operate. As such, the RFT included a grader mount roller packer rather than a tow behind rear wheel packer unit.

3. DISCUSSION:

Tenders closed for this equipment at 11:00 a.m. on Monday, March 22, 2021. The Town received 2 tender submissions that were processed electronically via the Bids and Tenders system.

The tenders were reviewed electronically to ensure there were no mathematical errors or omissions. The tender results are as follows:

Bidder	Tender Amount (excluding HST)
1. Brandt Tractor Ltd.	\$ 456,645
2. Toromont Cat	\$ 474,057

4. RISK ANALYSIS:

The Town is required to meet minimum maintenance standards for road infrastructure in order to provide an acceptable level of service and to mitigate the Town's risk related to claims against the Town. . The purchase of replacement equipment recommended in the report will help the Town to mitigate that risk by improving reliability of equipment and consistency of service level for road maintenance.

5. FINANCIAL MATTERS:

Council approved the replacement of Motor Grader and Equipment (wing and plow attachments, shoulder eliminator and front dozer blade) and the purchase of a new tow behind Gravel Compaction Unit in the 2021 Budget. As noted above, the shoulder eliminator and front dozer blade were not included in the RFT and a grader mount roller packer was included instead of a tow behind gravel packer.

The financial impact of the recommended purchases would be as follows:

Item	2021 Budget	2021 Actual	Variance (over)/under
Capital Expense:			
Replace Motor Grader and Equipment (one-way front plow and rear mount wing)	\$460,000	\$427,069	\$32,931
New Grader Mount Roller Packer Unit ⁽¹⁾	\$25,000	37,613	(12,613)
Total Capital Expense:	\$485,000	\$464,682	\$20,318

Capital Funding:			
Transfer from Reserve Fund – General (Capital Replacement)	\$460,000	\$427,069	\$32,931
Taxation	\$25,000	37,613	(12,613)
Total Capital Funding:	\$485,000	\$464,682	\$20,318

Note (1): The tow behind gravel packer anticipated in the approved budget had a lower estimated purchase cost than the recommended grader mount roller packer; however, the operating cost of the tow behind unit would have been higher including additional staff, equipment and fuel costs. Those additional ongoing operating costs would have offset the higher initial purchase cost of the recommended unit.

The Town's Tangible Capital Asset inventory will be updated for the replacement of the existing equipment and the new grader mount roller packer unit will be added to the TCA inventory.

6. CONSULTATIONS:

The Financial Planning Administrator provided information on the tender review regarding tender compliance.

Cheryl Horrobin, Director of Corporate Services

7. CONCLUSION:

The 2021 Motor Grader and Equipment would replace Unit 220, 1991 Motor Grader and the current wing and plow blade attachments, which are well beyond their useful lives. The new grader mount roller packer unit will assist in maintenance of the Town's gravel roads.

Eric Chamberlain
Manager of Roads and Fleet

Report Approval Details

Document Title:	Grader and Equipment - Tender Award.docx
Attachments:	- AGREEMENT.docx
Final Approval Date:	Apr 6, 2021

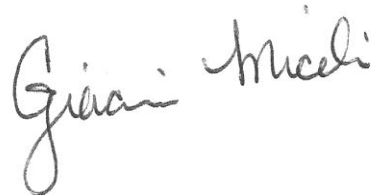
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker

AGREEMENT

THIS AGREEMENT made in duplicate this 26th day of March, 2021.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

BRANDT TRACTOR LTD.

(hereinafter called the Vendor) of the second part.

WHEREAS the Corporation is desirous that certain goods and or services be provided, described as:

Motor Grader and Equipment

To the Corporation and has accepted a tender from the Vendor for this purpose.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

According to the terms and conditions herein referred to, the Vendor having put in a Tender therefore, a copy of which is hereto annexed, which Tender was accepted by the Corporation on the:

22nd day of March, 2021

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Corporation and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for an amount not to exceed:

Four hundred and fifty-six thousand, six hundred and forty-five dollars and zero cents (\$456,645.00) excluding H.S.T.

The Vendor covenants and agrees to provide and supply at its expense, as more specifically set out in the Tender Documents such goods, proper and sufficient materials, equipment and labour of all kinds whatsoever as may be necessary for supplying the said goods and services, as hereinafter specified and in accordance with the conditions and requirements prepared therefore and attached hereto and which are expressly acknowledged and made part of this Agreement.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail or other electronic delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

WITNESS AS TO SIGNATURE
OF VENDOR

Vendor's Signature and Seal

Vendor's Name

Vendor's Address

**THE CORPORATION OF THE TOWN OF
AMHERSTBURG**

WITNESS AS TO SIGNATURE
OF CORPORATION

Aldo DiCarlo, Mayor

Paula Parker, Municipal Clerk



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.

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: Ouellette Drain West Improvements - Tender Results

1. RECOMMENDATION:

It is recommended that:

- 1. An over-expenditure not to exceed \$81,756 BE APPROVED for the Repair and Improvement to the Ouellette Drain West project...
2. The Town's estimate of the over-expenditure not to exceed \$13,529 including net HST be funded from current taxation BE APPROVED...
3. The Ouellette Drain West Tender BE AWARDED to Nevan Construction Inc. for an amount not to exceed \$245,200 plus H.S.T.; and,
4. The Mayor and Clerk BE AUTHORIZED to execute an agreement with Nevan Construction Inc. for completion of the Ouellette Drain West improvements.

2. BACKGROUND:

The Town advertised a Request for Tender (RFT) for the Ouellette Drain West on February 17, 2021 online via Bids and Tenders and on the Town's website. The RFT included the removal of an existing stacked limestone erosion protection wall near the outlet of the Ouellette Drain West and construct new gabion basket retaining walls at the

drain banks all according to the June 28, 2019 engineering report completed by RC Spencer Associates Inc. The By-law authorizing the work under said report was passed by Council on December 18, 2020.

3. DISCUSSION:

Tenders closed for this project at 11:00 a.m. on Wednesday March 3, 2021. Though there were thirteen (13) plan takers (picked up the RFT), the Town received two (2) tender submissions that were processed electronically via the Bids and Tenders system, possibly due to the nature and complexity of the required works.

The tenders were reviewed electronically to ensure there were no mathematical errors or omissions. The tender results are:

<u>Bidder</u>	<u>Tender Amount (excluding HST)</u>
1. Nevan Construction Inc.	\$ 245,200.00
2. South Shore Contracting of Essex County Inc.	\$ 347,700.00

The consulting engineer has completed the review of the submissions and has recommended that the tender be awarded to the lowest bidder, Nevan Construction Inc. Administration concurs with this recommendation.

The engineer's estimate for this project undervalued the cost of many of the required construction materials. These include the PVC coated, steel wire mesh gabion baskets, gabion stone, granular stone, and asphalt. While the material costs were notably higher than the engineering estimate, the estimate for labour related items were found to be much more in line with the tendered values received from Nevan Construction Inc. Administration has recently noted a trend in the increasing costs of materials and material delivery due to COVID-19 pandemic related supply challenges. The tendered material prices received under this project provide further evidence that supports this trend.

In addition, a \$10,000 contingency allowance was required per the RFT but was not included in the construction estimate provided in the Drainage Report. At the discretion of the drainage engineer, a contingency allowance was not included in the report due in part to the nature of the Schedule of Assessment. Despite the exclusion of the contingency within the engineering report, it was added to the RFT to ensure that additional expenditures, if needed, would be addressed without later consent from Council. This is in keeping with past practises when tendering larger drainage projects.

It should also be noted that due to Tribunal appeals beyond the control of the Municipality, the final passing of the By-law and subsequent tendering of this project was delayed by over a year. Pandemic related challenges pushed the Tribunal hearing from its original scheduled date in early May of 2020 to the end of November 2020. In consideration that the engineering report and estimate were completed in June of 2019, there was no way of forecasting the impacts that the pandemic would have on construction costs or the timing of any appeals hearings. Had there been no Tribunal appeals, tendering would have occurred in early 2020 and prior to the onset of these COVID-19 pandemic related cost increases.

4. **RISK ANALYSIS:**

The tender results exceed the engineering estimate provided under the Drainage Report by RC Spencer. In comparison with the engineering estimate, the bid submitted by Nevan Construction Inc., excluding the contingency allowance included in the Tender, is approximately 30.8% higher than the estimate. However, this amount does not exceed the 33% overage threshold stipulated under Section 59 of the Drainage Act, which would have required Council to call a meeting with affected landowners to discuss the construction costs. It should be noted that this information is provided to Council in order to draw attention to their obligations under the Act to meet with landowners to discuss construction costs. It should also be noted that the Act does not provide an overage threshold by which a construction Tender shall be rejected by Council.

The primary focus of this drainage project is to stabilize the banks of the Ouellette Drain West near its outlet at the Detroit River. The original drain bank protection in this area, which is comprised of stacked horizontal courses of limestone blocks, were installed in 1952. At the time, this was done to protect the adjacent residential lands and structures from the continuation of drain bank erosion. Since that time, these erosion protection measures have deteriorated, once again putting the adjoining properties at risk. The works proposed under the RC Spencer report and subsequent tender will address this risk and will safeguard against further property damage and loss.

Due to annual restrictions imposed throughout the spring months to protect fish spawning, construction cannot commence before the end of June. Bearing this in mind, scheduling provisions within the Tender have been drafted in such a way so as to provide the best opportunity to complete the works at the earliest opportunity possible. Any further delays to the commencement of this project and the remediation of the drain banks could lead to further destabilization and injury to adjoining property.

Should construction be delayed, appeal rights are afforded to affected landowners under Section 58(5) of the Drainage Act which states:

Appeal to Tribunal

58 (5) Where the council does not proceed with reasonable dispatch with the construction of the work after passage of the by-law, a petitioner may appeal to the Tribunal or, where lands used for agricultural purposes are included in the area to be drained, the Minister may refer the matter to the Tribunal, and the Tribunal may direct the council to take such action as the council is authorized to take under this Act and as the Tribunal considers proper. R.S.O. 1990, c. D.17, s. 58 (5); 2006, c. 19, Sched. A, s. 6 (1); 2010, c. 16, Sched. 1, s. 2 (24).

The intention of this section of the Act is to ensure that a landowner's right to sufficient drainage as recommended by the engineer is protected. This section of the Act also helps to mitigate further damage suffered from a lack of drainage.

Under the Drainage Act, the municipality can be held responsible for damages if the improvements are not completed. In consideration of these risks, along with the appeal rights afforded to affected landowners as outlined herein, the recommendation is to proceed with award of the tender.

5. FINANCIAL MATTERS:

As this is a drainage project being conducted under the provisions Section 78 of the Drainage Act, final project costs will be assessed to affected landowners according to the Drainage Report prepared by RC Spencer Inc., dated June 28, 2019.

The total project cost for improvements to the Ouellette Drain West is estimated as follows:

Drainage Project: Ouellette Drain West	Budget ⁽¹⁾	Actual (incl. net HST)	Variance (over)/under
Cost:			
Engineering & Project Management		\$ 62,500	
Cost of ERCA Permit		800	
Tribunal Costs		11,290	
Allowances (per Engineer's Report) ⁽²⁾		1,650	
Construction – Tender Pricing ⁽³⁾		249,516	
Total Project Cost	\$ 244,000	\$ 325,756	(\$ 81,756)
Funding⁽⁴⁾:			
Taxation (Municipal Share)	\$ 39,338	\$ 52,867	(\$ 13,529)
Assessment to the County of Essex	24,624	33,093	(8,469)
Landowner Assessments	180,038	239,796	(59,758)
Total Project Funding	\$ 244,000	\$ 325,756	(\$ 81,756)

Notes:

1. The 2021 Budget includes an allowance of \$244,000 in the Drainage budget centre under Drain Construction expense for completion of these works, to be funded by recoveries from benefitting property owners. The estimated Town share of the cost is funded from taxation and is allowed for under the Public Works budget centre as Municipal Drain Expense. (see note 4 below)
2. Allowances to be paid to lands specified under the Drainage Report, the cost of which makes up part of the total project cost, are collected through assessment.
3. The recommended tender for the Ouellette Drain West includes a contingency allowance of \$10,176 including net HST (\$10,000 plus HST), which will be used for unforeseen expenditures should they arise during construction.
4. Subsequent to the Town's budget process, an updated drainage Engineer's Report was completed resulting in the development of an updated Schedule of Assessment to reflect the removal of one property from the drain. As a result, the proportionate shares of funding have been updated based on the Schedule of Assessment.

In addition, the estimated cost of the works shown above pro-rates the entire amount of the \$10,000 contingency (plus tax) across the assessment schedule (shared by all benefitting properties). Should the contingency allowance be required to fund unforeseen costs that arise during construction, such costs will be pro-rated appropriately to all of the lands and roads according to the Schedule of Assessment.

Of the \$400,000 budgeted under the 2021 Budget for Municipal Drain Expense in the Public Works budget centre, \$39,338 was allocated to fund the Town's assessed share of the Ouellette Drain West project. Based on the tender results and the updated project cost estimate, including the Town's share of the contingency allowance and taxes, the road share of project costs is now estimated at \$52,518, an increase of \$13,180.

It is recommended that the Town's share of the project over-expenditure be funded from current taxation, particularly since the estimated overage includes contingency allowance which may not be incurred..

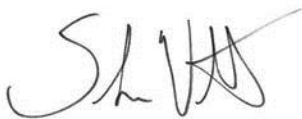
6. CONSULTATIONS:

The Consulting Engineer (RC Spencer Associates Inc.) reviewed the tender submissions. They are recommending awarding the contract to Nevan Construction Inc.

The Director of Corporate Services was consulted on this report.

7. CONCLUSION:

Administration is recommending that Council award the Ouellette Drain West to Nevan Construction Inc.



Shane McVitty
Drainage Superintendent and Engineering Coordinator

Report Approval Details

Document Title:	Ouellette Drain West Improvements - Tender Results.docx
Attachments:	- 210311 - LETTER - RC Spencer - Ouellette Drain West - letter of recommendation.pdf - AGREEMENT - Ouellette Drain West - Agreement with Nevan Construction.docx
Final Approval Date:	Apr 6, 2021

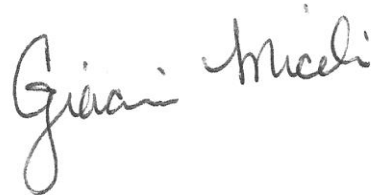
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker



March 11, 2021
File No. 16-557

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

Attention: Mr. Shane McVitty, P.Eng.
Drainage Superintendent & Engineering Coordinator

Re: PWD-MD-2016-011 Ouellette Drain West
Town of Amherstburg

Dear Shane:

Tenders were opened on March 3, 2021 for the above-noted project. The results in ascending order are as follows:

<u>Tenderer</u>	<u>Tender Amount (excl. HST)</u>
Nevan Construction Inc.	\$ 245,200.00
South Shore Contracting.	\$ 347,700.00

The tender prices include a Contingency allowance of \$10,000.00. We have completed a review of the Tender submissions. A copy of our evaluation is attached for your records.

We recommend that Municipality accept the low tender submitted by Nevan Construction Inc., in the amount of \$ 245,200.00 + HST.

The low tender of Nevan Construction Inc. is 130.8% of the original estimate for the construction cost. This is an increase of \$55,365.00 . Items Nos. 6 & 7 were tendered \$34,715.00 above the estimate. These are the items for the supply of the gabion basket materials and the gabion stone. They make up about 63% of the cost increase. Interestingly enough, Item No. 8, the Labour and installation of the Gabion baskets was estimated at \$45,000.00 while the low tender was only slightly higher at \$48,000.00. The increases relate to the supply costs for the gabion basket materials and the gabion stone, not the installation.

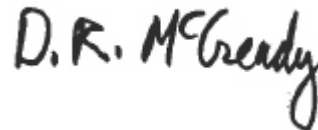


Item No. 11, the granular backfill behind the gabion baskets tendered \$7,000.00 above the estimate and Item No. 13, the restoration of the gravel driveway also tendered \$7,000.00 above the estimate. Items 6, 7, 11 and 13 combined, make up \$48,715.00 of the \$55,365.00 cost increase.

It seems that a large part of the price increase is related to increases in material costs probably related to Covid influences and the fact that it has been two years since the drainage report and cost estimate was submitted. Also, as we saw last year for other shoreline type projects, prices have risen substantially as shoreline contractors are extremely busy due to high water levels on the Great Lakes system.

Given these factors, we would recommend that acceptance of the low tender of Nevan Construction Inc. be considered. Since the low tender is below the 133% threshold set out in Section 59(1) of the Drainage Act. A meeting with the ratepayers to discuss the Tendered price is not required.

Yours truly,
RC SPENCER ASSOCIATES INC.

A handwritten signature in black ink that reads "D. R. McCready". The signature is written in a cursive, slightly slanted style.

Dennis McCready, B.A.Sc., P.Eng.
Senior Drainage Engineer

AGREEMENT

THIS AGREEMENT made in duplicate this 16th day of March, 2021.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

NEVAN CONSTRUCTION INC.

(hereinafter called the Contractor) of the second part.

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

Ouellette Drain West

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with its Tender submitted to the Corporation on the:

3rd day of March, 2021

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Corporation and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for an amount not to exceed:

Two hundred and forty-five thousand, two hundred dollars and zero cents
(\$245,200.00) excluding H.S.T.

The Contractor hereby covenants and agrees with the Corporation in the following manner:

(1) To execute and perform the whole of the work herein mentioned in a workmanlike manner, in strict accordance with the provisions of this Agreement, including the said Specifications, General Conditions and the Plans (where applicable) therein referred to.

The Contractor shall, in the execution and performance of the said work perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in this Agreement.

(2) The Contractor will indemnify and save harmless the Corporation, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

(3) To pay to the Corporation, on demand, all loss, costs, damages or expenses incurred by the Corporation or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any monies paid or payable by the Corporation or any of its officers, servants or agents in settlement or in discharge thereof, or on account thereof. If in default of said monies so paid or payable by the Corporation, its officers, servants or agents, including any monies payable by the Contractor under any of the terms and conditions of the Contract, these said monies may be deducted from any monies of the Contractor then remaining in possession of the Corporation on account of this or any other Contract, or may be recovered from the Contractor or the Surety named in the Bond hereto attached in any court of competent jurisdiction and monies paid at their request.

The Corporation covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, the Corporation will pay the Contractor the Contract price mentioned in said tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender). Payment shall be made in the manner, subject to drawbacks and liquidated damages mentioned in the said General Conditions, upon estimates or certificates signed by the Engineer, issued in accordance with the conditions incorporated with and made part of this Agreement.

No monies shall become due or be payable under this Agreement unless and until an estimate or certificate therefore shall have been signed by the said Engineer, the possession of which is hereby made a condition precedent to the right of the Agreement to be paid or to maintain any action for such money or for any part thereof, the Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Agreement, except only in the manner and as provided for herein. The Corporation shall not be liable or compelled to grant or insure any estimate or certificate for work rejected or condemned by the said Engineer or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the said Engineer. It is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to, or discovered by the

said Engineer at the time such estimate or certificate was granted, or monies paid thereon.

AND it is understood and agreed between the parties hereto as follows:

That this Agreement, and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, of the said Contractor and the Corporation respectively. In this Agreement, and in the Contract, of which this Agreement forms a part, the words, "person", "plans", "shall", "may", "herein", "work", "Contract", "Contractor", "Inspector", "Engineer", and words used in the singular number of the masculine gender, shall have the meaning and effect given them in the General Conditions hereto annexed or in the Interpretation Act of the Revised Statutes of Ontario.

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

WITNESS AS TO SIGNATURE
OF CONTRACTOR

Contractor's Signature and Seal

Contractor's Name

Contractor's address

**THE CORPORATION OF THE TOWN OF
AMHERSTBURG**

WITNESS AS TO SIGNATURE
OF CORPORATION

Aldo DiCarlo, Mayor

Paula Parker, Municipal Clerk



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: Development Agreement, Suitability for Development of Five Proposed Lots on Private Septic Systems and Removal of Holding Zone on N/S County Road 20

1. RECOMMENDATION:

It is recommended that:

- 1. The development of five lots on County Road 20 on private septic systems in accordance with the Development Agreement BE APPROVED;
2. The execution of a Development Agreement with Jon and Kathy Parks associated with Consent File numbers B/28-32/20 inclusive BE APPROVED;
3. By-law 2021-020 being a by-law to authorize the signing of a Development Agreement for the development of five residential building lots be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same; and,
4. By-law 2021-025 being a by-law to amend Zoning By-law 1999-52 to Remove a Holding Zone for N/S of County Road 20 (five lots) taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

2. BACKGROUND:

An application has been received for approval of a Development Agreement to satisfy certain conditions associated with Consent File Numbers B/28-32/21 inclusive from Jon and Kathy Parks. Section 53(41) of the Planning Act, requires that conditions must be fulfilled on a provisional consent within 1 year.

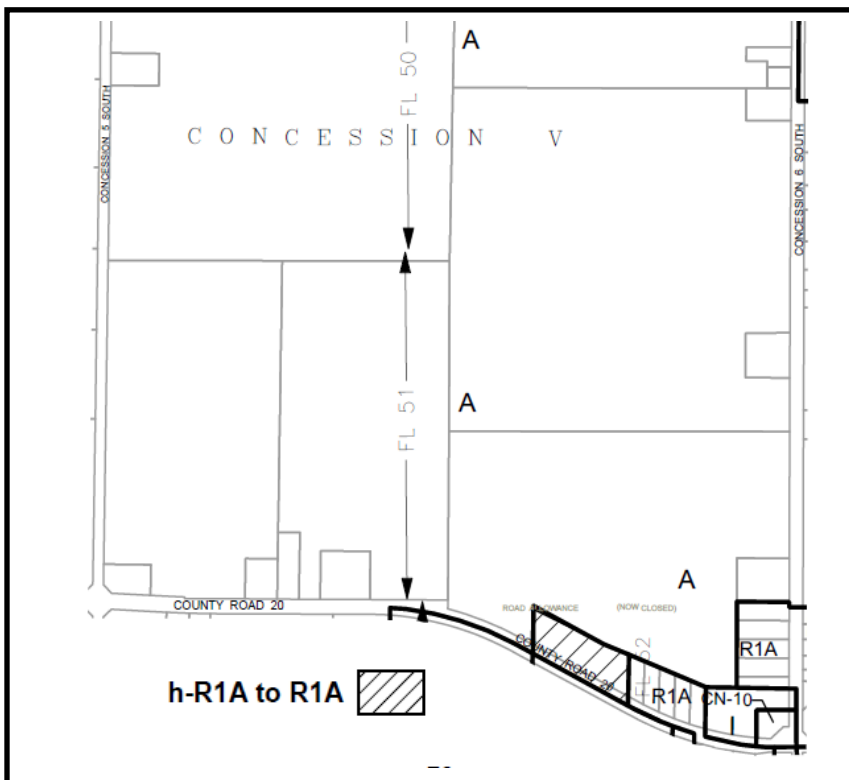
An additional request has been submitted by Jon Parks for Council's approval to develop five new lots on private septic systems. The Town of Amherstburg Official Plan requires that development of 5 or less lots/units, may take place on private individual on-site septic systems and in areas where public systems are not intended or are not readily available, only after Council approval has been granted.

On September 29, 2020, Jon and Kathy Parks obtained approval with conditions from the Committee of Adjustment to sever five residential building lots, each being 30.48 (100 ft) frontage by 77.72 ft (255 ft) depth with an area of 0.59 acres for a total area of 2.95 acres, which is located on the north side of County Road 20.

Consent Approval requires the developer to execute a Consent/Development Agreement to ensure appropriate monitored development of the lands. Consent Approval also requires that the developer obtain permission of Council for the development of the lots on private individual septic systems.

The Town is in receipt of a request from Jon and Kathy Parks for the removal of the Holding Symbol for five lots on the north side of County Road 20. The lands affected by this By-law are legally described as Concession 5, Part of Lots 51 and 52, Malden and have an approximate size of 2.95 acres. The Removal of Holding Zone will allow the five lots to be developed in accordance with the development agreement. The figure below identifies the approximate 2.95 acre area that is requesting the removal of the Holding Zone.

Figure 1



3. DISCUSSION:

The subject lands are legally described as Part of Lot 52, Concession 5, Parts 1-5 on 12R-27320. The provisional consent provided for the approval of a total of five residential lots with a combined frontage of 152.4 m (500 ft). The lots will be serviced with municipal water and private septic systems.

The subject property is designated Low Density Residential in the Town of Amherstburg's Official Plan. The lots are located within a secondary settlement area as defined by the County of Essex. The subject property is zoned holding Residential Type 1A (h-R1A) Zone. The property was re-zoned from Agriculture (A) Zone in 2020 (By-law 2020-018).

The proposed lot sizes, frontages and the intended land use for the severed parcels comply with the zone requirements of Residential Type 1A Zone provisions specifically Section 6(3) including minimum lot sizes without municipal sanitary services and minimum lot frontages.

The Town's Official Plan states "development of 5 or less lots/units, if permitted by the Land Use Policies of this Plan, may take place on private individual on-site sewage disposal systems and/or private wells in areas where public and private communal systems are not intended or are not readily available. Within a settlement area, Council will be required before any development approval is permitted on private individual sewage disposal and/or water systems."

The Committee of Adjustment approved the severances and included as a condition of consent that the applicant enter into a Development Agreement with the Town.

The Development Agreement will contain the following provisions:

- a. That the developer be required to undertake a drainage report for the five new lots and retained parcel. The drainage report shall address perimeter drainage, rear yard drainage and lot drainage. Further the drainage report shall determine and provide adequate drainage and outlet. All recommendations provided under the on-going Drainage Report will be carried out at the complete expense of those assessed for the costs according to the Schedule of Assessment within the report. This process will be carried out pursuant to all legislated procedures outlined in the Drainage Act. This may or may not include appeals, which can among other things affect the timing, costs, and assessment of those costs.
- b. The applicant enters into an agreement satisfactory to the Corporation of the Town of Amherstburg requiring that the subject property be required to hook into a sanitary sewer system should it become available. The subject agreement to be registered on title.

The provisions are provided in the Development Agreement in Section 20 and 38, respectively.

A covenant is also required to be registered on title to allow access onto the most easterly lot acknowledging that the property abuts an active Public Works Yard. This provision is addressed in Section 28.

The prerequisite for the removal of the Holding Symbol “h” as set out in By-law 1999-52, as amended is to ensure orderly development of lands pursuant to the Planning Act.

The amendment to the Zoning By-law will amend the zoning from ‘holding Residential Type 1A (h-R1A)’ to ‘Residential Type 1A (R1A)’. A By-law considered by Council to Remove a Holding Symbol under Section 36 of the Planning Act, is not subject to the requirement to hold a public meeting.

4. RISK ANALYSIS:

The Development Agreement provides that building permits cannot be applied for until all services in the agreement have been installed and accepted by the Town. Prior to the stamping of the deeds, the Town has included provisions to create serviced, residential lots or to take cash-in-lieu where appropriate, to the extent that services are available. The Development Agreement will be registered against the lands to which it applies.

The Development Agreement is a condition of approval for the consent granted by the Committee of Adjustment on September 29, 2020. If approval is not granted for the Development Agreement the conditions will not be fulfilled and the consent will lapse.

5. FINANCIAL MATTERS:

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

The proposed development supports growth and stability in the Town’s residential assessment base. Applicable fees and charges will be collected on the five building lots to be created through the consent process.

6. CONSULTATIONS:

The applications for consent were sent for review to the Engineering and Public Works Department, Building division, County of Essex, ERCA and various other agencies. All comments were considered at the time of approval of consent. The notice of public meeting was sent to all residences within 60 m of the proposed consents.

The proposed Removal of the Holding Symbol was published in the River Town Times and posted on the Town’s website.

There have been no concerns with the Removal of the Holding Symbol.

7. **CONCLUSION:**

Administration recommends the approval of the five lots on County Road 20 on private septic systems.

Administration also recommends that the Development Agreement for the N/S of County Road 20 be approved and By-law 2021-020 be adopted as recommended. The agreement will then be sent for registration.

Administration also recommends approval of Zoning By-law 2021-025, being a Zoning By-law Amendment to remove the Holding Zone from five lots on the north side of County Road 20.



Frank Garardo
Manager of Planning Services

JM

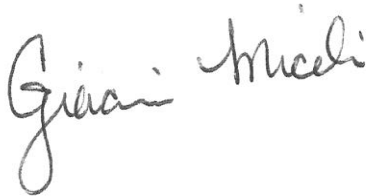
Report Approval Details

Document Title:	Development Agreement and Suitability for Development of Five Proposed Lots on Private Septic Systems on N-S County Road 20.docx
Attachments:	- 2021 04 12 - Parks Development Agreement, Develop on Septic, h Removal- ATTACHMENTS.pdf
Final Approval Date:	Apr 6, 2021

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



Cheryl Horrobin



John Miceli



Paula Parker

CORPORATION OF THE TOWN OF AMHERSTBURG

**NOTICE OF INTENTION TO PASS A
BY-LAW TO REMOVE A HOLDING SYMBOL
FROM ZONING BY-LAW NO. 1999-52**

TAKE NOTICE that the Council of the Corporation of the Town of Amherstburg intends to pass By-law 2021-025 on **Monday, April 12, 2021** at a meeting commencing at 6:00 p.m. in the Town of Amherstburg Council Chambers, 271 Sandwich Street South, Amherstburg, Ontario to amend Zoning By-law No. 1999-52 to remove a holding symbol under Section 36 of the Planning Act, R.S.O. 1990, c.P. 13.

The lands affected by this by-law are on the north side of County Road 20, west of Concession 6 S and legally described as Concession 5, Part of Lots 51 and 52.

THE PURPOSE of the amending By-law 2021-025 is to remove the Holding Symbol “h” on the subject lands from holding Residential Type 1A (h-R1A) Zone to Residential Type 1A (R1A) Zone to permit the development of the severed lots. The accompanying Key Map shows the location of the lands to which the zoning amendment applies.

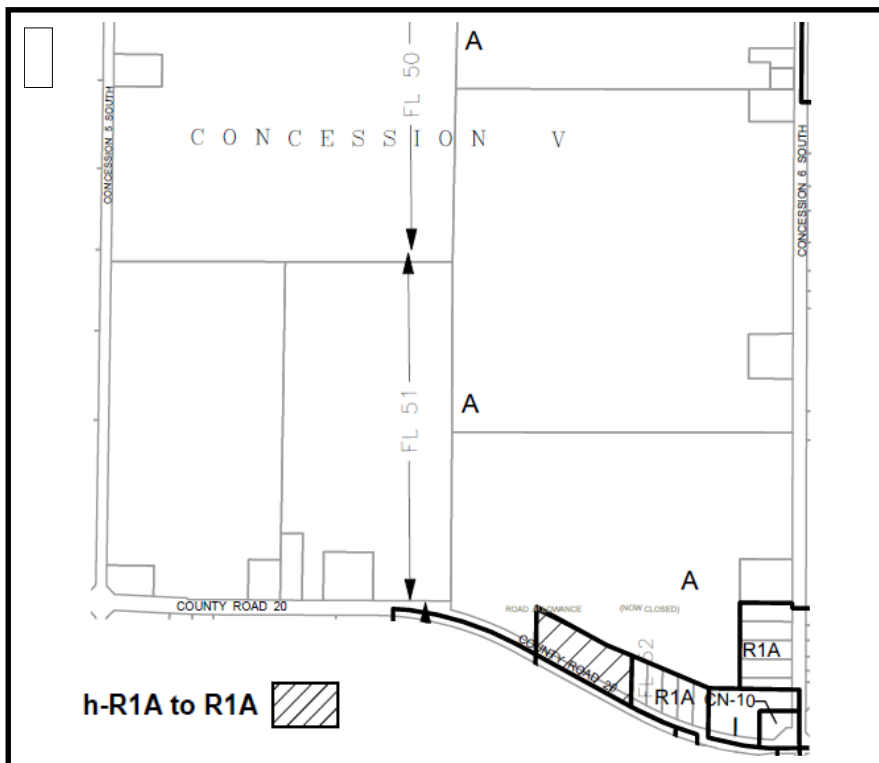
The amendment to the Zoning By-law is in conformity with the Official Plan. The prerequisite for the removal of the Holding Symbol “h” as set out in By-law 1999-52, as amended is to ensure orderly development of lands pursuant to the Planning Act. The developer has entered into the required development agreement to ensure conditions of consent are completed.

If you wish to be notified of the passage of By-law 2021-025, you must make a written request to the Town of Amherstburg at the address below. A by-law considered by Council to remove a holding symbol under Section 36 of the Planning Act is not subject to the requirement of a public meeting and cannot be appealed by anyone other than the applicant.

ADDITIONAL INFORMATION relating to the zoning amendment is available for inspection at the Town of Amherstburg Libro Centre at 3295 Meloche Road during normal office hours 8:30 a.m. to 4:30 p.m. or on the Town’s website, www.amherstburg.ca.

DATED at the Town of Amherstburg this 31st day of March, 2021.

KEY MAP



Frank Garardo, MCIP, RPP
Manager of Planning Services

Town of Amherstburg
Libro Centre
3295 Meloche Road
Amherstburg, Ontario N9V 2Y8
Telephone: (519) 736-5408
Fax No. (519) 736-9859
Website: www.amherstburg.ca

Information will be gathered in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). All comments and communications received will become part of the public record unless you expressly request the Town to remove it. If you want to learn more about why and how the Town collects your information, write to the Town Clerk's Office, 271 Sandwich Street South, Amherstburg, ON N9V 2A5 or call 519-736-0012.

Municipal Fee Received:	1020.00
Municipal Deposit Received:	N/A
ERCA Fee Received:	200.00

Application No. ZBA/10/21

**FORM 1
PLANNING ACT
APPLICATION FOR ZONING BY-LAW AMENDMENT
TOWN OF AMHERSTBURG**


1. Name of approval authority Town of Amherstburg

2. Date application received by municipality March 26, 2021

3. Date application deemed complete by municipality March 26, 2021

4. Name of registered owner JOE PARRIS

Telephone number 

Address 

Email 

Name of registered owner's solicitor or authorized agent (if any) _____

Telephone number _____

Address _____

Email _____

Please specify to whom all communications should be sent:

registered owner solicitor agent

5. Name and address of any mortgages, charges or other encumbrances in respect of the subject land:

6. Location and description of subject land:

Concession No. 5 Lot(s) No. 51-52

Registered Plan No. _____ Lot(s) No. _____

Reference Plan No. _____ Part(s) No. _____

Street Address _____ Assessment Roll No. _____

7. Size of subject parcel:

Frontage +- 500' Depth 225' Area 2.95 acres

8. Access to subject parcel:

Municipal Road County Road Provincial Highway
 Private Road Water

If access to the subject land is **by water** only, state the parking and docking facilities used or to be used and the approximate distance between these facilities and the nearest public road

9. (a) Current Official Plan Land Use designation of subject land RESIDENTIAL

(b) Explanation of how application conforms to the Official Plan RESIDENTIAL

(c) Does the application implement an alteration to the boundary of an area of settlement or implement a new area of settlement?

Yes No

If yes, provide details of the official plan or official plan amendment that deals with this matter:

10. Current Zoning of subject land RESIDENTIAL R1A

11. Nature and extent of rezoning requested RESIDENTIAL HOUSING REMOVAL

12. Reasons why rezoning is requested RESIDENTIAL LOTS

13. Current use of subject land VACANT

14. Length of time current use of subject land has continued 40+- YEARS

15. Is the subject land within an area where the municipality has pre-determined:

(a) minimum and maximum density requirements

NA Yes No

(b) minimum and maximum height requirements

NA Yes No

If yes, state the requirements _____

16. Number and type of buildings or structures **existing** on the subject land and their distance from the front lot line, rear lot line and side lot lines, their height and their dimensions/floor area:

VACANT

17. Date of construction of existing buildings and structures on the subject land:

NA

18. Date subject land acquired by current registered owner 1970+-

19. Proposed use of subject land RESIDENTIAL

20. Number and type of buildings or structures **proposed** to be built on the subject land and their distance from the front lot line, rear lot line and side lot lines, their height and their dimensions/floor area:

NA
RIA ZONE

21. Type of water supply:

- municipally owned and operated piped water supply
- well
- Other (specify) _____

22. Type of sanitary sewage disposal:

- municipally owned and operated sanitary sewers
- septic system
- Other (specify) _____

If the requested amendment permits development on a privately owned and operated individual or communal septic system and more than 4,500 litres of effluent will be produced per day as a result of the development being completed the applicant is required to submit a:

- (i) servicing options report, and
- (ii) a hydrogeological report

23. Type of storm drainage:

- sewers
- ditches
- swales
- Other (specify) _____

24. If known, indicate whether the subject land is the subject of an application under the Planning Act for:

- consent to sever
- approval of a plan of subdivision

If known, indicate the file number and status of the foregoing application:

25. If known, indicate if the subject land has ever been the subject of an application for rezoning under Section 34 of the Planning Act:

RESIDENTIAL

If known, indicate whether the subject land has ever been the subject of a Minister's Zoning Order and, if known, the Ontario Regulation number of that order.

NA

26. Does the requested amendment remove the subject land from an area of employment in the official plan?

- Yes
- No

If yes, state the current official plan policies, if any, dealing with the removal of land from an area of employment.

27. Is the subject land within an area where zoning with conditions may apply?

Yes No RIA

If yes, how does this application conform to the official plan policies relating to zoning with conditions?

28. Is the requested amendment consistent with policy statements issued under subsection 3(1) of the Planning Act (i.e. 2005 Provincial Policy Statement)?

Yes No

Comments _____

29. Is the subject land within an area of land designated under any provincial plan or plans?

Yes No

If yes, does the requested amendment conform to or does not conflict with the provincial plan or plans?

30. Is the land associated with any natural environment area or adjacent to or abutting lands that are designated as a Wetland or Natural Environment?

Yes No

If yes, an Environmental Impact Assessment is required, for approval by the Town and Essex Region Conservation Authority, to be completed in accordance with the County of Essex Guidelines for Environmental Impact Assessments or when Council considers it appropriate, additional requirements may be made to the Guidelines in accordance with more detailed locally adopted terms of reference for an Environmental Impact Assessment.

31. Will the proposed project include the addition of permanent above ground fuel storage?

Yes No

Dated at the Town of Amherstburg this 24th day of March, 2021

[Signature]
(signature of applicant, solicitor or authorized agent)

I, Don Parik of the County of Essex
in the County/District/Regional Municipality of Amherstburg solemnly declare that
all the statements contained in this application are true, and I make this solemn declaration
conscientiously believing it to be true, and knowing that it is of the same force and effect as
if made under oath and by virtue of the Canada Evidence Act.

Declared before me at the Town of Amherstburg in the County
of Essex this 24th day of March, 2021.

[Signature]
Applicant, Solicitor or Authorized Agent

Frank Gerardo, a Commissioner, etc.,
Province of Ontario, for the
Corporation of the Town of Amherstburg.
Expires June 7, 2022

A Commissioner, etc.
[Signature]

**CORPORATION OF THE TOWN AMHERSTBURG
BY-LAW NO. 2021-025**

**Being a by-law to amend Zoning By-law No. 1999-52, as amended for,
Concession 5, Part of Lots 51 and 52, Malden**

WHEREAS By-law 1999-52, as amended, is a land use control by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Amherstburg;

AND WHEREAS the Council of the Town of Amherstburg deems it appropriate and in the best interest of proper planning to amend By-law 1999-52, as herein provided;

AND WHEREAS this By-law conforms to the Official Plan for the Town of Amherstburg;

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

1. Schedule "A" Map 59 of Bylaw 1999-52, as amended, is hereby further amended by changing the zone symbol on those lands shown on Schedule "A" attached hereto and forming part of this Bylaw as "Zone Change from h-R1A to R1A" from "holding Residential Type 1 A (h-R1A) Zone" to Residential Type 1A (R1A) Zone".

THIS By-law shall take effect from the date of passage by Council and shall come into force in accordance with Sections 34 and 36 of the Planning Act, R.S.O. 1990, c. P. 13.

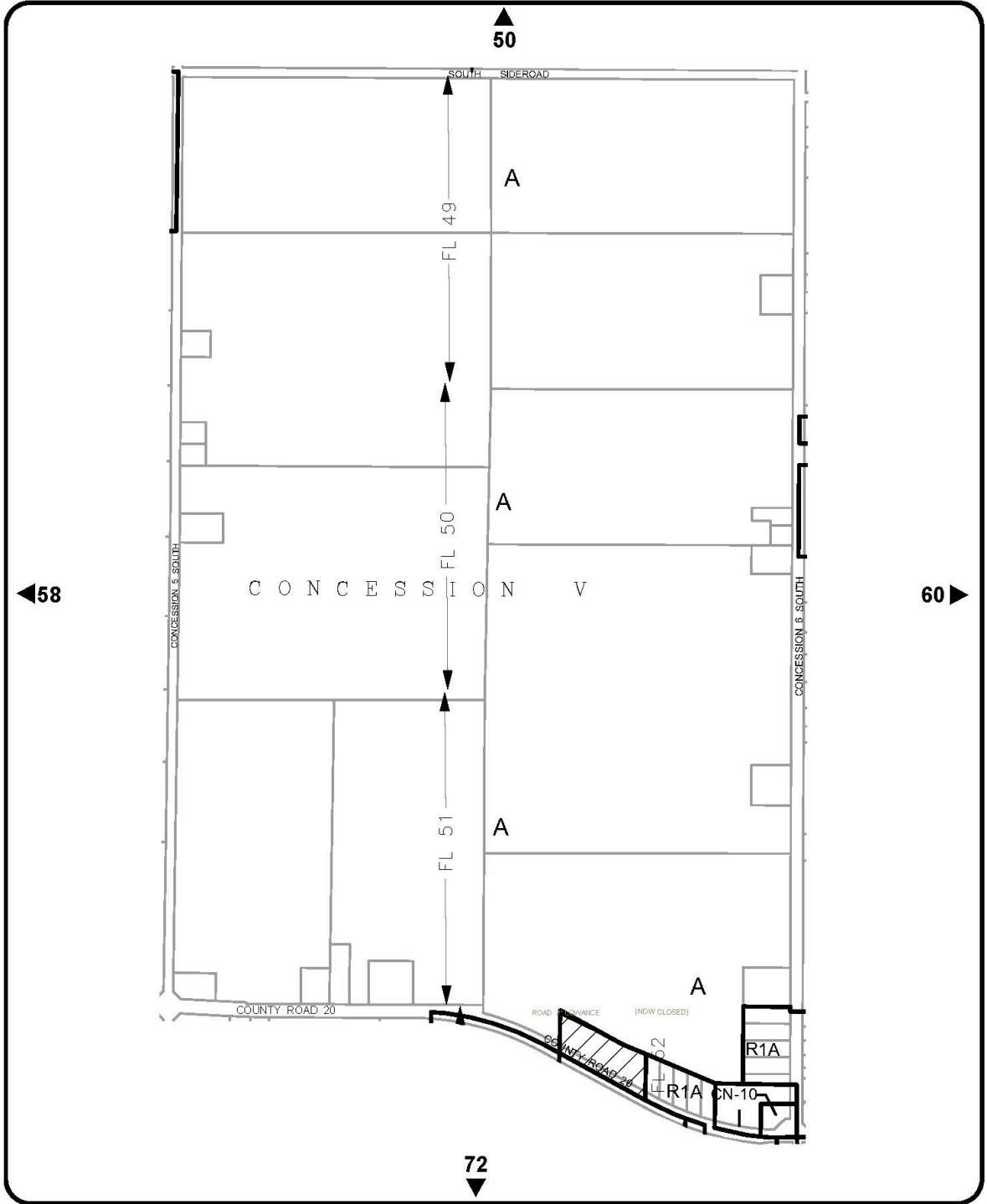
Read a first, second and third time and finally passed this 12th day of April, 2021.

MAYOR- ALDO DICARLO

CLERK- PAULA PARKER

TOWN OF AMHERSTBURG

**SCHEDULE "A" TO BY-LAW NO. 2021-025
A BY-LAW TO AMEND BY-LAW NO. 1999-52**



SCHEDULE 'A'
MAP 59
ZONING BY-LAW NO. 1999-52

h-R1A to R1A 

MAYOR- ALDO DICARLO

CLERK- PAULA PARKER

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2021-020**

**By-law to authorize the execution of a Development Agreement
between Jon and Kathy Parks
and the Corporation of the Town of Amherstburg**

WHEREAS Jon and Kathy Parks have proposed the subdivision and servicing of lands owned by him within N/S County Road 20, legally described as Part of Lots 51 and 52, Concession 5, (formerly Township of Malden) now in the Town of Amherstburg;

AND WHEREAS the Corporation of the Town of Amherstburg have settled with Jon and Kathy Parks 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 Jon and Kathy Parks;

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

1. That the Corporation of the Town of Amherstburg enter into a Development Agreement with Jon and Kathy Parks 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. 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 12th day of April, 2021.

MAYOR – ALDO DICARLO

CLERK – PAULA PARKER

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 12th day of April, 2021.

BETWEEN:

Jon and Kathy Parks
(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 N/S County Road 20, legally described as Part of Lots 51 and 52, Concession 5 (formerly Township of Malden), now in the Town of Amherstburg, County of Essex which lands are more particularly described in Schedule “A” annexed hereto;

AND WHEREAS the Amherstburg Committee of Adjustment granted consent on September 29, 2020 for the subdivision of lands to create five (5) lots for purposes of single unit dwellings, subject to conditions imposed including a provision that the Developer agrees in writing to satisfy all of the requirements, financial and otherwise, of the Town concerning the provision of grading, installation of services, drainage, the construction of an access bridge (culvert) for all five (5) lots, Council’s approval for the use of five (5) individual septic systems, parkland dedication and other matters;

AND WHEREAS the Developer represents and warrants to the Town that it is now the registered Developer 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 Committee of Adjustment that the requirements of the Town have been met, the parties hereto agree as follows:

1. Schedules

The following Schedules are attached hereto, are hereby made a part of this Agreement, as fully and to all intents and purposes as though recited in full herein:

- i. Schedule “A” Legal Description;
- ii. Schedule “B” Design Criteria;
- iii. Schedule “C” Interpretation;
- iv. Schedule “D” Registered Reference Plan;
- v. Schedule “E” Lot Grading Plan
- vi. Schedule “F” Lot Servicing Plan

2. Recitals

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

3. Installation of Services

The Developer will design, construct and install Services at its own expense on the Lands described in Schedule “A” annexed hereto, all of the services referred to in Schedule “B” 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 "B" 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 30 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, acting reasonably, 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, drainage/storm sewer, gas or hydro line shall be connected to any existing municipal services without the written approval of whichever of the Town or approval authority has jurisdiction over such municipal system.

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. Developers 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 all of the services relating to all of the lots therein have been installed and accepted by the Town.

(a) Tree Provision/Mailbox Requirements

The Developer shall:

i. Tree Provision

Include in all Agreements of Purchase and Sale a requirement for planting on private property a minimum of one (1) tree in the front yard of each lot having a minimum diameter of 60 mm. The subject tree to be planted no closer than one (1) metre to any lot line. The tree shall be planted within 12 months of the initial occupancy of the house. Such tree shall be maintained in perpetuity. A list of the acceptable trees is available at the Public Works Department at the Town of Amherstburg. The Developer shall impose a covenant as to the planting and maintenance of the tree in the transfer of each lot conveyed by it; and

ii. Super Mailboxes (if applicable)

Contact Canada Post to determine the location of super mailboxes, mail delivery location, and shall notify all purchasers of the exact location thereof. The location of any super mailbox also to be satisfactory to the Town.

(b) Landscaping Requirements

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 the road, to the 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.

13. Registration Requirements

The Developer covenants and agrees to cause the local Land Registrar to register, immediately after registration of the draft reference plan, as annexed to each lot in the proposed development, a condition of restriction running with the lands, that such lot is not to be built upon unless the provisions of paragraph 11 of this agreement, limiting entitlement to building permits has been complied with.

14. Installation of Services and Associated Fees

The Developer will be responsible to provide to the Town all applicable fees for the installation of water connection, meters and meter pits for each lot, and any further costs necessary as determined by the Building Division and Public Works,

for the installation of water connections prior to the issuance of building permits. Any required culverts on Town property must be approved by the Town's Engineering and Public Works Department and will require a right-of-way permit for each culvert. Application for the permit must be accompanied by applicable fees and deposits as required for a right-of-way permit.

15. 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.

16. Staking of Bars Prior to Construction

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

17. 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.

18. Additional Work

If at any time prior to final acceptance of the last of the services by the Town it is of the 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.

19. Stormwater Management

The development of the subdivision may require special measures to deal with stormwater management, if deemed necessary. The Developer agrees:

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

20. Drainage

The developer is required to undertake a drainage report for the five new lots and retained parcel. The drainage report shall address perimeter drainage, rear yard drainage and overall lot drainage. Further the drainage report shall determine and provide adequate drainage and outlet. All recommendations provided under the on-going Drainage Report will be carried out at the complete expense of those assessed for the costs according to the Schedule of Assessment within the report. This process will be carried out pursuant to all legislated procedures outlined in the Drainage Act. This may or may not include appeals, which can among other things affect the timing, cost and assessment of those costs.

21. Rear Yard Drainage

Rear lot drainage will 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 deemed to be a requirement to meet the Surface Drainage and Drainage Disposal requirements of 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 to stop work orders in relation thereto (as applicable).

The rear yard drainage system as designed by a qualified engineer shall be provided for each lot. The Developer shall ensure an easement is finalized providing for the joint maintenance of the drainage system by the property owners in perpetuity in the transfer of each lot conveyed by it.

22. Access to Property

The Developer shall ensure access to the proposed five severed lots be provided prior to the stamping of the deeds. The Developer shall ensure that an access permit be obtained for each of the five lots from the County of Essex, and that access to each lot shall be provided to each lot to the satisfaction of the County of Essex and the Town.

23. 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 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.

24. Grass and Weed Maintenance

The Developer shall be responsible for the proper maintenance of grass and weeds throughout the development 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.

25. Municipal Address Numbers

The Developer shall ascertain from the Town the appropriate municipal address

numbers for each lot, and shall provide such numbers to prospective purchasers, builders and lenders.

26. Initial Acceptance of Services

The Developer shall apply for initial acceptance of each individual service by filing with the Town a certificate under the hand and seal of its project engineer that the construction and/or installation of such services has been completed in accordance with the design criteria and the plans and specifications therefore approved and filed by the Town before construction, and by filing as-built drawings of such service, and a certificate of payment therefor and of compliance with the Construction Lien Act. 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 initially accepted after the Town engineer certifying that such service has been completed in accordance with the agreement, providing that all the covenants of this agreement have been complied with to the date of such certificate. After initial acceptance and after maintenance securities or bonds have been filed, the performance bond or security in lieu thereof relating to such service shall be released.

27. Final Acceptance of Services

The Town shall finally accept the services 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 has been carried out within such phase, and then authorizing release of the maintenance securities or bonds.

28. Easements

The Developer covenants and agrees that such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority and registered on title, including a covenant being registered on title of the most easterly lot acknowledging that the property abuts an active Public Works yard.

29. 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.

30. 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 draft reference plan, and to obtain acknowledgment, consent and postponement agreements, from any and all encumbrances registered prior to registration of such notice.

31. Development Charge

The Developer and subsequent owners acknowledge that the lands subdivided by this agreement are subject to the Town of Amherstburg Development Charges By-Law in effect at the time of building permit issuance and any other applicable development fees as determined by the Town from time to time. The Charges herein shall be in effect at the time of the issuance of a building permit. 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, with acknowledgement of Education Development Charges and any other applicable legislation such as the Planning Act.

32. 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.

33. 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.

34. 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.

In the event of any default or breach of this Agreement by the Developer, which causes the Town to incur any cost, expense or damage, including the reasonable costs of utilizing its own employees, to remedy the default or breach, and in addition to any other remedy available to the Town in law or in equity, the Town is entitled to payment by the Development for the amounts incurred by the Town within thirty (30) days of notice of the demand for reimbursement being sent to the Developer. If the Developer fails to pay the amount of the demand in full, the amount outstanding shall constitute and shall be a lien and charge upon the lands of the Developer and may be collected as real property taxes in the same manner and priority as described in the provisions of the Municipal Act as amended from time to time

35. 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.

36. Parkland – Cash in Lieu

In accordance with the requirements of the Planning Act the Developer shall convey Cash in Lieu of parkland. The applicable parkland fee shall be paid in full prior to the stamping of the deeds as required in the standard conditions of consent.

37. Schools

In accordance with the requirements of the Greater Essex County District School Board and the Windsor Essex District Catholic School Board, the Developer is required to place notice on title for purchasers of the lots to be aware that students may not be able to attend the closest school and could be bused to a distant school with available capacity.

38. Septic Systems

With regard to the installation of private septic systems and in accordance with the requirements of the Ontario Building Code and the Conservation Authorities Act, the lots and the beds are to be protected against flooding, and the tile bed must be raised to the satisfaction of the municipality and the Essex Region Conservation Authority. These requirements and/or any other applicable requirements including permitting processes. The Developer shall notify all purchasers and shall impose as a covenant on each lot that it must be serviced with a private septic system in accordance with Part 8 of the Ontario Building Code. Shall sanitary sewers become available the Corporation of the Town of Amherstburg requires that the subject property be hooked into a sanitary sewer system, at the cost of the Owner.

39. 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.

40. Notice

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:

Jon and Kathy Parks
7631 7th Conc S, RR5
Amherstburg, ON N9V 0C8

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) 736-9859

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

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.

41. 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 Parties have executed this Agreement, as of the date set out above, under the hands and seals of their respective and duly-authorized signing officers.

DEVELOPER: JON AND KATHY PARKS

Per Jon Parks

I have authority to bind the Corporation

Per Kathy Parks

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

*Authorized and approved by By-law
No. 2021-020 enacted the 12th day of April,
2021.*

SCHEDULE A
LEGAL DESCRIPTION

The following is a description of the land to which this instrument applies.

Concession 5, Part Lots 51 & 52 RP 12R11492 Part 1
Designated as Parts 1, 2, 3, 4, 5, 12R-28487
Town of Amherstburg,
County of Essex,
Province of Ontario

DRAFT

SCHEDULE B
DESIGN CRITERIA

**FOR SERVICES TO BE PROVIDED IN THE
PARKS SUBDIVISION (5 LOTS)
NS County Road 20
TOWN OF AMHERSTBURG**

The required service connections and drainage 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.

1. Storm Drainage

Storm drainage shall be installed fronting the development in accordance with approved engineering drawings satisfactory to the Town of Amherstburg and the Essex Region Conservation Authority.

2. Private Septic Systems

Private septic systems shall be installed in accordance with the regulations of the Ontario Building Code Act.

The Developer shall notify all purchasers and impose a covenant on each lot that they must be serviced with a private septic system in accordance with Part 8 of the Ontario Building Code.

3. Watermains

Where required the Developer shall construct and install 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	1.5m
Lot Connection	19 mm dia.
Pipe Material	Copper (Type "K")

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

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

4. Hydro Service

The Developer shall construct and install a sufficient hydro distribution system to service the development with connections to the 3 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 development shall be grounded to the water distribution system if applicable. All hydro service within the development shall be designed and installed in accordance with the requirements and criteria of the Town of Amherstburg and Hydro One.

5. Telephone

The Developer shall arrange for Bell Telephone to provide underground telephone service to all of the lots within the development.

6. Gas (if applicable)

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

7. Adjustments

The grade of any and all water service boxes, valves chambers, hydrants, manholes, drains and transformer boxes shall be adjusted by the Developer when and as may be required by the Town engineer.

8. 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.

9. Community Mailboxes (if applicable)

The Developer will be responsible for negotiating specific locations within the subdivision with Canada Post for the location of community mailboxes.

10. Easements (if applicable)

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

11. Rear Yard Drainage

- a) 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 consisting of shared grassed swales shall be provided for each building lot. Rear yard drains shall be installed in accordance with the Drainage Reports approved by Council.
- b) 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 lot grading plan shall show proposed dwelling elevation, proposed elevations at lot corners and direction of flow of the rear yard drain. 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 lot. 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, occupancy of the dwelling on the subject building lot shall not be permitted.

12. Special Servicing Requirements

The construction of structures shall conform to the following requirements:

- a) Roof or rain water leaders from each respective building must be discharged into the rear yard drainage system. Perimeter tile drains and sump pump must be provided for each building and discharged into the rear yard drainage system swales;
- b) Perimeter tile drains shall not be connected to the private septic system;
- c) Basement floor drains shall be connected to the private septic systems for each dwelling;

d) 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 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, no occupancy of any building shall be permitted and any and all securities delivered to the Corporation by the Developer herein shall be held to ensure the provisions of this paragraph are complied with.

DEVELOPER: JON AND KATHY PARKS

Per _____
Jon Parks

I have authority to bind the Corporation

Per _____
Kathy Parks

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

*Authorized and approved by By-law
No. 2021-020 enacted the 12th day of
April, 2021.*

SCHEDULE "C"
INTERPRETATION

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 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.

“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.

DEVELOPER: JON AND KATHY PARKS

Per _____
Jon Parks
I have authority to bind the Corporation

Per _____
Kathy Parks
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

Authorized and approved by By-law
No. 2021-20 enacted the 12th day of
April, 2021.

**DECISION OF APPROVAL AUTHORITY
WITH REASONS RE APPLICATION FOR CONSENT**

- (a) Name of approval authority **TOWN OF AMHERSTBURG COMMITTEE OF ADJUSTMENT**
- (b) Name of applicant RE AN APPLICATION BY (b) **Jon Parks**
- (c) Brief description LOCATION OF PROPERTY (c) **N/S County Road 20
(Roll No. 3729-580-000-03400)**
- (d) As set out in application **PURPOSE OF APPLICATION (d)** The applicant is proposing to sever a parcel of land being 100 ft frontage by 255 ft ± depth with an area of 0.59 acres ± for purposes of creating a new lot. The remaining parcel will maintain 785 ft of frontage on Concession 6 S by an irregular depth with an area of 63.91 acres is vacant land.
- (e) Date of decision **CONCUR** in the following decision and reasons for decision made on the (e) 29th day of September, 2020.

DECISION: APPROVED

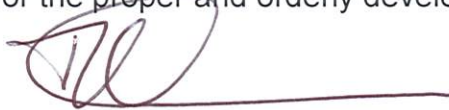
- (f) State conditions to be satisfied before granting of consent
 1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
 2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
 3. That all property taxes be paid in full.
 4. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 for each newly created lot.
 5. That the developer be required to undertake lot grading plans for the five severed lots to the satisfaction of the municipality, prior to the stamping of deeds, to the satisfaction of the Building Department.
 6. That an access permit be obtained for each of the five lots from the County of Essex and any other requirements to their satisfaction, prior to the stamping of deeds.
 7. That each severed lot be serviced with municipal water in accordance with and under the supervision of the municipality.
 8. That an assessment apportionment for any and all drains affected by the severance be completed in accordance with the provisions of the Drainage Act and that all costs associated with said apportionment be paid by the applicant.
 9. That the applicant execute a Consent Agreement in a form satisfactory to the Town of Amherstburg which will include and require the provision of securities in amounts and forms satisfactory to the Town and which will satisfactorily address the relevant concerns of all government ministries, departments and agencies. The Consent Agreement will contain the following provisions:
 - a. That the developer be required to undertake a drainage report for the five new lots and retained parcel. The drainage report shall address perimeter drainage, rear yard drainage and lot drainage. Further the drainage report shall determine and provide drainage and outlet into the Albert McGee Drain. All recommendations provided under the on-going Drainage Report will be carried out at the complete expense of those assessed for the costs according to the Schedule of Assessment within the report. This process will be carried out pursuant to all legislated procedures outlined in the Drainage Act. This may or may not include appeals, which can among other things affect the timing, costs, and assessment of those costs.

- b. The applicant enters into an agreement satisfactory to the Corporation of the Town of Amherstburg requiring that the subject property be required to hook into a sanitary sewer system should it become available. The subject agreement to be registered on title.

10. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

(g) State REASONS FOR DECISION: (g) The request is in conformity with Section 6.1.2 of reasons for Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The decision proposed lots are within a secondary settlement area.

I/WE, the undersigned, in making the decision upon this application for consent, in addition to other matters, have had regard to the matters that are to be had regard to under subsection 51(4) of The Planning Act, and having considered whether a plan of subdivision of the land in accordance with Section 50 of the said Act is necessary for the proper and orderly development of the municipality.



.....
David Cozens

.....
Terris Buchanan




.....
Donald Shaw

.....
Josh Mailloux

CERTIFICATION

The Planning Act, R.S.O. 1990

(h) Name of approval authority I, **Frank Garardo, Secretary-Treasurer** of the (h) **Town of Amherstburg** certify that the above is a true copy of the decision of the approval authority with respect to the application recorded therein.

(i) Name & address of approval authority

Dated this 30th day of September, 2020


.....
Secretary-Treasurer
Town of Amherstburg
Committee of Adjustment
3295 Meloche Rd, Amherstburg, ON N9V 2Y8

**DECISION OF APPROVAL AUTHORITY
WITH REASONS RE APPLICATION FOR CONSENT**

(a) Name of approval authority **TOWN OF AMHERSTBURG COMMITTEE OF ADJUSTMENT**

(b) Name of applicant RE AN APPLICATION BY (b) **Jon Parks**

(c) Brief description LOCATION OF PROPERTY (c) **N/S County Road 20
(Roll No. 3729-580-000-03400)**

(d) As set out in application PURPOSE OF APPLICATION (d) The applicant is proposing to sever a parcel of land being 100 ft frontage by 255 ft ± depth with an area of 0.59 acres ± for purposes of creating a new lot. The remaining parcel will maintain 785 ft of frontage on Concession 6 S by an irregular depth with an area of 63.32 acres is vacant land.

(e) Date of decision CONCUR in the following decision and reasons for decision made on the (e) 29th day of September, 2020.

DECISION: APPROVED

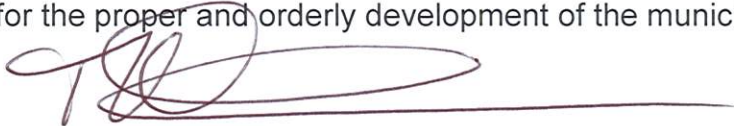
- (f) State conditions to be satisfied before granting of consent
1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
 2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
 3. That all property taxes be paid in full.
 4. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 for each newly created lot.
 5. That the developer be required to undertake lot grading plans for the five severed lots to the satisfaction of the municipality, prior to the stamping of deeds, to the satisfaction of the Building Department.
 6. That an access permit be obtained for each of the five lots from the County of Essex and any other requirements to their satisfaction, prior to the stamping of deeds.
 7. That each severed lot be serviced with municipal water in accordance with and under the supervision of the municipality.
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b. The applicant enters into an agreement satisfactory to the Corporation of the Town of Amherstburg requiring that the subject property be required to hook into a sanitary sewer system should it become available. The subject agreement to be registered on title.

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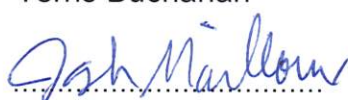
(g) State REASONS FOR DECISION: (g) The request is in conformity with Section 6.1.2 of reasons for Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The decision proposed lots are within a secondary settlement area.

I/WE, the undersigned, in making the decision upon this application for consent, in addition to other matters, have had regard to the matters that are to be had regard to under subsection 51(4) of The Planning Act, and having considered whether a plan of subdivision of the land in accordance with Section 50 of the said Act is necessary for the proper and orderly development of the municipality.



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David Cozens

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Terris Buchanan



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Donald Shaw

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(c) Brief description LOCATION OF PROPERTY (c) **N/S County Road 20
(Roll No. 3729-580-000-03400)**

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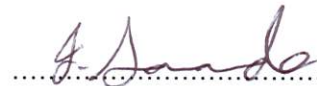
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Secretary-Treasurer
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DECISION: APPROVED

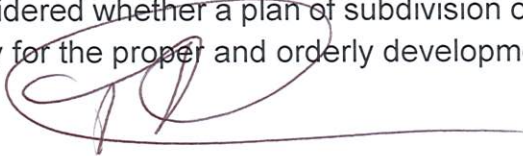
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(g) State reasons for decision REASONS FOR DECISION: (g) The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lots are within a secondary settlement area.

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Dated this 30th day of September, 2020

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Secretary-Treasurer
Town of Amherstburg
Committee of Adjustment
3295 Meloche Rd, Amherstburg, ON N9V 2Y8

Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The severance is for technical reasons due to the merging of the two lots.

That application A/20/20 be approved.

Moved by: Don Shaw
 Seconded by: Terris Buchanan

-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.

That application A/21/20 be approved.

Moved by: Terris Buchanan
 Seconded by: Josh Mailloux

-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.

6.7 Applications B/28, 29, 30, 31, 32/20 – John Parks – N/S County Road 20 (Roll No. 3729-580-000-03400)

Public in Attendance: Jon Parks

B/28-32/20: The applicant is proposing to sever five parcels of land for the purpose of creating five (5) new residential building lots from a 64.5 acre parcel, each being 30.48 m (100 ft) frontage by 77.72 m (255 ft) depth with an area of 0.59 acres for a total of 2.95 acres. The parcels being severed are zoned Residential Type 1 A (R1A) and are designated Low Density Residential in the Town's Official Plan.

The retained parcel being 239.2 m (785 ft) frontage by an irregular depth with an area of 61.55 acres is vacant land.

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

- i) Letter dated September 23, 2020 from the Essex Region Conservation Authority 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 as a result of a new municipal drain. The property owner will be required to obtain a Permit from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act. Our office has reviewed the proposal and have concerns relating to Stormwater Management. The ERCA concerns have been addressed by the establishment of the new drain by the Municipality under the Drainage Act.

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the Provincial Policy Statement (PPS). Based on our review, we have no objection to the application with respect to natural heritage policies.

ERCA's concerns related to Stormwater Management has been addressed and therefore, ERCA has no objection for this application for consent.

- ii) Email dated September 23, 2020 from the Windsor Police Department stating that:

The Windsor Police Service has no concerns or objections with the variances being sought for allowing 5 land parcels to be severed in order to create 5 new residential lots. No public safety problems are anticipated from this.

- iii) Email from the Engineering and Public Works Department dated September 17, 2020 stating:

· Individual water service connection(s) required for new lot
· No Sanitary sewers, septic field required for each new lot. Additionally, the applicant should be aware that, in the future, should a sanitary sewer collection system be constructed along County Road 20, each of the lots described under this application will be required to connect and be serviced by said sanitary sewer.

· Individual lot grading plans required for each lot need to consider existing drainage swale and berm along the back of the existing lots to the east of the subject severances. This berm and swale was included under lot grading plans previously submitted by Mr. Parks and is intended to capture overland run-off before reaching the farm to the north. The berm and swale must be extended to ensure that it has positive drainage to the outlet in the existing Parks Drain (municipal drain) on County Road 20.

· The municipal drain where the individual storm drainage tiles discharge for each lot must be protected by installing gabion stone erosion protection stone, laid over filter cloth. This will be done at the cost of the builder and must be to the full satisfaction of the Drainage Superintendent. Any damage to the municipal drain occurring during construction activities shall be repaired by the builder at his cost, and to the satisfaction of the Drainage Superintendent.

· New access bridges across the municipal drain will be required for each new lot. A engineering report for the Parks Drain under Section 78 will be required to address the new bridges. The cost and assessment of this report will be determined by the appointed engineer.

· Drainage apportionments required for the Parks Drain and the Albert McGee Drain.

- iv) Letter from the County of Essex dated September 22, 2020 stating:

Please be advised that the County of Essex has reviewed the aforementioned applications and the comments provided are engineering related only. These applications have not been reviewed from a planning perspective. This 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 110 feet from the center of the original ROW of County Road No. 20 due to the Jon Parks Drain. Permits are necessary for any changes to existing entrances and structures, of the construction of new structures.

To reduce the number of access points to County Road No. 20 for safety and functionality, proposed lots to have one access point per two lots.

We are requesting a copy of the Decision of the aforementioned applications. Should these applications be approved we are requesting a copy of the revised survey plan of the subject lands to update our mapping records. Thank you for your assistance and cooperation in this matter.

- v) Letter from Colleen and Ryan Grey received September 28, 2020 stating:

We are in support of these severances based on the following:

1. Only 5 new lots fronting on County Road #20 totaling approximately 4 acres will be developed. This will bring the total number of lots on County Road #20 to 10.

2. That the Town will proceed with the Council's Resolution # 20200713-203 to secure the remaining / retained parcel of approximately 60 acres as agricultural in the official plan.

3. *That no further development on the remaining 60 acres will be permitted.*

Thank you for your consideration of the above.

Colleen & Ryan Gray

- vi) Planning Report dated September 21, 2020 from Frank Garardo, Secretary Treasurer and Sarah French, Planner.

Committee Discussion:

Chair Cozens left the meeting and the Vice Chair Shaw assumed the role. The Vice Chair introduced the application and the Planner, Frank Garardo read the purpose of the application. Jon Parks presented the concept of the application. The rezoning application was discussed. It was stated that there is approximately 14 acres of land that are still designated for residential development but are zoned agricultural. A rezoning would be required to develop the lands. Council has discussed removing the lands from the settlement area, however this will require an amendment to the Official Plan and will be further discussed during the Official Plan review process. Mr. Parks stated that the severances conform to the Official Plan. The proposed conditions were discussed and it was decided that a few of the conditions were to be amended. Condition number 6 was amended to remove the requirement to install the bridges on the properties prior to the stamping of the deeds. Mr. Parks would need to complete the Drainage Act process for the bridges and apply for permits. Condition 9b) was discussed and it was determined that a soil analysis should not be required and that the new owners of the lots be responsible for installing the septic systems. Condition 9d) was also removed from the recommended conditions as it was not applicable to these severances. Frank Garardo read the conditions and Mr. Parks acknowledged acceptance of the conditions.

The following resolutions were put forth:

That applications B/28-32/20 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
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Moved by: Terris Buchanan
 Seconded by: Josh Mailloux

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	Absent	Absent
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	Absent	Absent

Reasons of Committee – The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lots are within a secondary settlement area.

7. **Next Meeting** to be October 27, 2020.

8. **Adjournment**

The meeting was adjourned at 10:37 a.m.



 Chairman- Dave Cozens



 Secretary- Frank Garardo



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: Hunt Club Creek Subdivision - Extension of Draft Plan Approval

1. RECOMMENDATION:

It is recommended that:

- 1. The request from Melanie Muir (Dillon Consulting) on behalf of Hunt Club Creek Inc. for a three year extension of the Draft Plan Approval for Hunt Club Creek Subdivision (File #37-T-02006) BE SUPPORTED; and,
2. Administration BE DIRECTED to notify the County of Essex, Planning Services, of the Town's support for the extension of Draft Plan Approval.

2. BACKGROUND:

The purpose of this report is to provide Council with information on the applicant's request for a three (3) year extension to the Draft Plan of Subdivision Approval (see attached Extension Request letter dated January 8, 2021) which is set to lapse on June 2, 2021.

The Draft Plan Approval was granted by the County to permit a development consisting of 592 lots for single detached dwellings and 104 lots for 208 semi-detached dwellings located south of Lowes Sideroad and east of Front Road South. The subject lands are legally described as Part of Lots 6 and 7, Concession 1 and Part of Lot 20, Concession 2 (Malden).

Council has previously supported a three year extension of the Draft Plan Approval for Hunt Club Creek Subdivision in 2018, 2015 and 2012. The appropriate zoning has been approved by Council at the time of draft plan approval in 2009.

3. DISCUSSION:

The Town is in receipt of a request from Melanie Muir (Dillon Consulting) on behalf of Hunt Club Creek Inc. for a Council resolution supporting their request for an extension of Draft Plan Approval for Hunt Club Creek Subdivision. During the Draft Plan Approval process, the developer undertook the necessary background studies and work to obtain the appropriate zoning to permit the proposed residential development. Mr. Tanner has indicated in his correspondence dated January 8, 2021, that the extension is required and warranted as they have “been awaiting the extension of services to this area and understand that the Town is moving forward with the servicing of these and adjacent lands this year”.

On January 22, 2018 Council approved a resolution to direct Administration to complete a Class Environmental Assessment for the Southeast Quadrant Servicing. The study will include reviewing the Town’s existing infrastructure along with a plan to service all of the potential developments within the south-east quadrant of the Town. There are several landowners that are waiting for the opportunity to move forward with the development of their lands.

On August 10, 2020 Council authorized an agreement with Stantec Consulting to complete the detailed design for the servicing of the Southeast Quadrant. This detailed design is the next step towards providing the necessary infrastructure to allow for the servicing of the Hunt Club Creek Subdivision.

In 2019 the Planning Act was amended to include aspects of the *More Homes, More Choice act (2019): Ontario’s Housing Supply Action Plan*. Provincial Policy Statement, 2020 was also updated to include important changes through the Planning Act and *More Homes, More choice act (2019): Ontario’s Housing Supply Action Plan*.

Provincial Policy Statement (PPS) 2020 now includes an updated emphasis on increasing housing supply and mandates municipal Planning authorities to permit and facilitate a range of housing options including new development for future needs. Section 1.4 of the PPS identifies municipalities shall maintain at all times ability to accommodate residential growth. The PPS was updated to increase the requirement of providing housing growth supply from previously 10 years to 15 years, and encouraging municipalities to maintain five year supply of residential units available immediately in draft approved and registered plans.

Section 1.4 Housing of the PPS:

1.4 Housing

1.4.1 To provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the regional market area, planning authorities shall:

a) maintain at all times the ability to accommodate residential growth for a minimum of 15 years through residential intensification and redevelopment and, if necessary, lands which are designated and available for residential development; and

b) maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a three-year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.” “Upper-tier and single-tier municipalities may choose to maintain land with servicing capacity sufficient to provide at least a five-year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans”

The County of Essex is the approval authority for these requests. However, a resolution from the Town in support of the extension is required as part of the applicant’s submission to the Manager of Planning Services at the County of Essex.

4. RISK ANALYSIS:

The recommendation presents little to no risk to the municipality. The Engineering and Public Works Department has confirmed there is sufficient sanitary capacity at the new plant to accommodate this development. Furthermore conditions of draft plan approval require confirmation of servicing and the use of a holding symbol is also the planning tool utilized to confirm the timing and appropriateness for servicing matters.

At such a time in the future and prior to the proposed Hunt Club Creek Development proceeding to construction, the Town reserves the right review and confirm the adequacy of the sanitary service allocation to this development. Confirmation of the sanitary allocation would be detailed and approved by Council in the appropriate development agreement prior to construction.

It is important for Council to note that this property is one of the five developments totalling 1,450 building lots included in the detailed design engineering works of the southeast quadrant that was awarded to Stantec by Council at the August 10, 2020 meeting. Completion of those engineering works and infrastructure will facilitate the development of this property. It is anticipated that approval of this application will facilitate development in this subdivision. The development of this residential subdivision will provide increased assessment from 592 lots for single detached dwellings and 104 lots for 208 semi-detached dwellings.

5. FINANCIAL MATTERS:

All costs associated with the application are the responsibility of the applicant.

Engineering design of water and wastewater servicing for the Southeast Quadrant of Town is the subject of an agreement with four developers. Under the agreement the Town is facilitating engineering design of water and wastewater servicing, the costs of which will ultimately be funded by the local developers and some existing properties, as local servicing.

The letter from Dillon Consulting, attached to this report, indicates “we understand that the Town is moving forward with the servicing of these and adjacent lands this year”. The Town is in fact moving forward with detailed design for the servicing; however,

construction of water and wastewater services for the Southeast Quadrant is not included in the 2021 Budget.

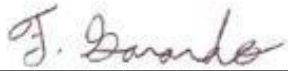
The completion of the servicing works will be needed in order for development of the Southeast Quadrant lands.

6. CONSULTATIONS:

There were no consultations on this report. The Town, ERCA, WECDSB, MMAH, GECDSB and Dillon Consulting were copied on the correspondence from the County identifying the lapse date for Draft Plan Approval of June 2, 2021.

7. CONCLUSION:

In consideration of the work that has been completed on this development we would recommend supporting the request from the Developer for a three year extension of the draft plan approval for Hunt Club Creek Subdivision.



Frank Garardo
Manager of Planning Services

JM

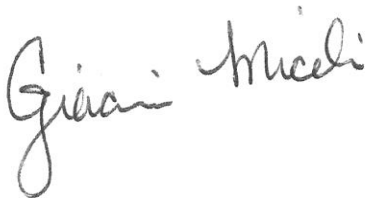
Report Approval Details

Document Title:	Hunt Club Creek Subdivision- Extension of Draft Plan Approval .docx
Attachments:	- 2021 04 12- Hunt Club Creek Subdivision Extension of Draft Plan Approval- ATTACHMENTS.pdf
Final Approval Date:	Apr 6, 2021

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



Cheryl Horrobin



John Miceli



Paula Parker



File No.: 04-3944

January 8, 2021

Town of Amherstburg
Libro Centre
3295 Meloche Road
Amherstburg, Ontario
N9V 2Y8

Attention: Frank Garardo
Manager of Planning Services

37T-02006 – Extension of Draft Plan of Subdivision
Hunt Club Creek Development
Hunt Club Creek Inc.

On behalf of our client, Hunt Club Creek Inc., we are writing to the Town of Amherstburg (Town), requesting the extension of the above noted Draft Plan of Subdivision approval for Hunt Club Creek. The Draft Plan approval will expire on June 2, 2021 and the County of Essex will require confirmation from the Town from Council for the extension to be granted.

As you are aware, we have been awaiting the extension of services to this area and we understand that the Town is moving forward with the servicing of these and adjacent lands this year.

As such, we are requesting the Council provide support for the Draft Plan extension for an additional three (3) years. The timing of the extension will allow for the orderly development of these lands.

We trust that this matter can be dealt with at your earliest convenience to allow for adequate time (60 days) for the County of Essex to prepare their extension letter under Section 51(33) of the Planning Act.

3200 Deziel Drive
Suite 608
Windsor, Ontario
Canada
N8W 5K8
Telephone
519.948.5000
Fax
519.948.5054

Town of Amherstburg
Page 2
January 8, 2020



Should you have any questions, feel free to contact the undersigned and we request that you inform us when this matter will be forwarded to Council.

Yours sincerely,

DILLON CONSULTING LIMITED

Melanie Muir, MCIP RPP
Planner
MAM:dt

Enclosure

cc + Enclosure: Mr. P. Valente, Hunt Club Creek Inc.
Mr. J. Miceli, Town of Amherstburg
Mr. Rebecca Belanger, County of Essex



Office of the Manager, Planning Services

William J. King, AMCT, MCIP, RPP
Manager, Planning Services

May 18, 2018

VIA EMAIL ONLY

Hunt Club Creek Inc.
Attention: Mr. Pietro Valente
2985 Dougall Avenue
Windsor, ON N9E 1S1

Dear Mr. Valente:

Re: Notice of Extension of Draft Plan Approval
Applicant: Hunt Club Creek Inc.
Municipality: Town of Amherstburg
File No.: 37-T-02006

Please be advised that the County of Essex review of the requested extension of draft plan approval for the above noted plan of subdivision is now complete. As a result of this review, pursuant to Section 51(33) of the Planning Act, the County's approval of this draft plan of subdivision is extended for a period of three (3) years. The draft approval will now lapse on **June 2, 2021**.

If a further extension is needed, it is the responsibility of the applicant to make such a request, **which must be made at least sixty (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, the probability of final approval being completed if the extension is granted, and a resolution in support of the extension from the Town of Amherstburg.

Should you have any further questions with regard to the above, please do not hesitate to contact the undersigned.

Yours truly,

A handwritten signature in blue ink, appearing to read "WJ King", written over a faint, larger version of the signature.

WILLIAM J. KING, AMCT, MCIP, RPP
Manager, Planning Services

c.c. Town of Amherstburg
ERCA
WECDSB

MMAH
GECDSB
Dillon Consulting



Office of the Manager, Planning Services

William J. King, AMCT, MCIP, RPP
Manager, Planning Services

May 15, 2015

Hunt Club Creek Inc.
Attention: Mr. Pietro Valente
2985 Dougall Avenue
Windsor, ON N9E 1S1

Dear Mr. Valente:

Re: Notice of Extension of Draft Plan Approval
Applicant: Hunt Club Creek Inc.
Municipality: Town of Amherstburg
File No.: 37-T-02006

Please be advised that the County of Essex review of the requested extension of draft plan approval for the above noted plan of subdivision is now complete. As a result of this review, pursuant to Section 51(33) of the Planning Act, the County's approval of this draft plan of subdivision is extended for a period of three (3) years. The draft approval will now lapse on **June 2, 2018**.

If a further extension is needed, it is the responsibility of the applicant to make such a request, **which must be made at least sixty (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, the probability of final approval being completed if the extension is granted, and a resolution in support of the extension from the Town of Amherstburg.

Should you have any further questions with regard to the above, please do not hesitate to contact the undersigned.

Yours truly,

A handwritten signature in blue ink, appearing to read "WJ King", written over a faint, larger version of the signature.

WILLIAM J. KING, AMCT, MCIP, RPP
Manager, Planning Services

c.c. Town of Amherstburg
ERCA
WECD SB

MMAH
GECDSB
Dillon Consulting

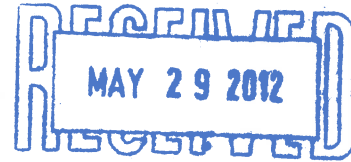


Corporation of the County of Essex
Planning Services

William J. King, AMCT, MCIP, RPP
Manager, Planning Services

May 28, 2012

Hunt Club Creek Inc.
Attention: Mr. Pietro Valente
2985 Dougall Avenue
Windsor, ON N9E 1S1



Dear Mr. Valente:

Re: Notice of Extension of Draft Plan Approval
Applicant: Hunt Club Creek Inc.
Municipality: Town of Amherstburg
File No.: 37-T-02006

Please be advised that the County of Essex review of the requested extension of draft plan approval for the above noted plan of subdivision is now complete. As a result of this review, pursuant to Section 51(33) of the Planning Act, the County's approval of this draft plan of subdivision is extended for a period of three (3) years. The draft approval will now lapse on **June 2, 2015**.

If a further extension is needed, it is the responsibility of the applicant to make such a request, **which must be made at least sixty (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, the probability of final approval being completed if the extension is granted, and a resolution in support of the extension from the Town of Amherstburg.

Should you have any further questions with regard to the above, please do not hesitate to contact the undersigned.

Yours truly,

WILLIAM J. KING, AMCT, MCIP, RPP
Manager, Planning Services

c.c. **Town of Amherstburg**
ERCA
WECDSB

MMAH
GECDSB
Dillon Consulting

Applicant: Hunt Club Creek Inc.
File No.: 37-T-02006
Municipality: Town of Amherstburg
Location: Part of Lots 6 & 7, Concession 1, and
Part of Lot 20, Concession 2 (Malden)

Date of Decision: June 2, 2009
Date of Notice: June 2, 2009
Last Date of Appeal: June 22, 2009
Lapsing Date: June 2, 2012

NOTICE OF DECISION

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

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 Ontario Municipal Board 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) set out the reasons for the request for the appeal (a helpful form is available from the OMB website at www.omb.gov.on.ca), and
- (2) be accompanied by the fee prescribed under the Ontario Municipal Board Act in the amount of \$125.00 payable by certified cheque or money order to the Minister of Finance, Province of Ontario.

Who Can File An Appeal

Only individuals, corporations or public bodies may appeal decisions in respect of a proposed plan of subdivision to the Ontario Municipal Board. 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 Ontario Municipal Board'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 Ontario Municipal Board 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.

Other Related Applications

None.

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. 329
Fax: (519) 776-1253

Applicant: Hunt Club Creek Inc.
File No.: 37-T-02006
Municipality: Town of Amherstburg
Location: Part of Lots 6 & 7, Concession 1, and
Part of Lot 20, Concession 2 (Malden)

Date of Decision: June 2, 2009
Date of Notice: June 2, 2009
Last Date of Appeal: June 22, 2009
Lapsing Date: June 2, 2012

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

No. Conditions

1. That this approval applies to the draft plan subdivision, prepared by Verhaegen, Stubberfield, Hartley, Brewer, Bezaire, Incorporated dated September 29, 2008, certified by Roy Simone, OLS, which shows a total of five-hundred and ninety-two (592) lots for single detached dwellings, one-hundred and four (104) lots for two-hundred and eight (208) semi-detached dwelling units, one (1) block for parkland (Block 3), one (1) block for open space (Block 4), two (2) blocks for stormwater management (Blocks 1 & 2), and one (1) block for a buffer to Marsh Creek (Block 5).
2. That the Owner enters into a subdivision agreement with the Town of Amherstburg 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.
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 or 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.
6. That the road allowances included in this draft plan shall be shown and dedicated as public highways.
7. That all terminating streets contain 0.3 metre reserves that shall be illustrated on the final plan of subdivision, and said reserves shall be conveyed to the Municipality.

Applicant: Hunt Club Creek Inc.
File No.: 37-T-02006
Municipality: Town of Amherstburg
Location: Part of Lots 6 & 7, Concession 1, and
Part of Lot 20, Concession 2 (Malden)

Date of Decision: June 2, 2009
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Lapsing Date: June 2, 2012

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8. That the streets shall be named to the satisfaction of the Town of Amherstburg.
9. That the Owner convey up to 5% of the land included in the plan to the Municipality for park purposes. Alternatively, the Municipality may require cash-in-lieu of all or a portion of the conveyance.
10. That prior to final approval by the County of Essex, the County is to be advised by the Municipality that this 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.
12. That prior to final approval of any phase, the Municipality shall confirm that sewage treatment conveyance capacity and water supply capacity is available for all lots within said phase of the proposed development.
13. That the subdivision agreement between the Owner and the Municipality contain provisions to the satisfaction of the Municipality and the Essex Region Conservation Authority, that the Owner install the stormwater management measures as identified in the stormwater management report entitled "Hunt Club Creek Residential Development Planning Stormwater Management Report (for Valente Development Corporation)" prepared by N. J. Peralta Engineering Ltd. dated October 3, 2006 and revised September 5, 2007, and that prior to final approval by the County of Essex of any phase of the development, the County is to be advised by the Municipality and the Essex Region Conservation Authority that the stormwater management measures, as determined by the final stormwater management design, have been installed. These measures may include potential impacts such as polishing, outlet location and impact mitigation, and must also ensure that the installation of the outlet and other works do not negatively impact or cause disturbance to any Species At Risk or wetland vegetation.
14. That the subdivision agreement between the Owner and the Municipality shall contain a provision requiring the Owner to undertake an engineering analysis to determine the affect of increased runoff due to the development of the site, and to identify stormwater management measures as necessary to control any increases in flows in downstream watercourses, up to and including the 1:100 year design storm, to the satisfaction of the Municipality and the Essex Region Conservation Authority.
15. That prior to undertaking construction or site alteration activities, any necessary permits or clearances be received from the Essex Region Conservation Authority.

Applicant: Hunt Club Creek Inc.
File No.: 37-T-02006
Municipality: Town of Amherstburg
Location: Part of Lots 6 & 7, Concession 1, and
Part of Lot 20, Concession 2 (Malden)

Date of Decision: June 2, 2009
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Lapsing Date: June 2, 2012

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16. That any environmental protection measures recommended in the stormwater management plan required by Condition (13) above, that are not capable of being addressed under the Ontario Water Resources Act, be implemented through the subdivision agreement.
17. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School Board, requiring sidewalks along streets in the plan in accordance with municipal requirements.
18. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School Board and the Windsor-Essex Catholic District School Board, requiring the notice on title for purchasers of the lots to be aware that students may not be able to attend the closest school and could be bussed to a distant school with available capacity.
19. That the subdivision agreement between the Owner and the Municipality contain provisions to the satisfaction of the Municipality and the Essex Region Conservation Authority, that the Owner implement the recommendations identified in the "Environmental Impact Assessment (Updated) – Hunt Club Creek Development (Prepared for Peter Valente)" prepared by BioLogic dated September, 2007, including the requirement for the installation of a continuous six foot high chain link fence without gates along the rear lot lines of lots 182 to 205 inclusive, the provision of a 25 metre buffer (Block 5) that shall be planted and naturalized with native vegetation, and that Block 5 be transferred to a public body.
20. 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.
21. That prior to final approval by the County of Essex, the County is advised in writing by the Town of Amherstburg how Conditions 1 to 14 inclusive, and Conditions 16 to 20 inclusive, have been satisfied.
22. That prior to final approval by the County of Essex, the County is advised in writing by the Essex Region Conservation Authority how Conditions 13, 14, 15 and 19 have been satisfied.
23. 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 17 and 18 have been satisfied.

Applicant: Hunt Club Creek Inc.
File No.: 37-T-02006
Municipality: Town of Amherstburg
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Date of Decision: June 2, 2009
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Lapsing Date: June 2, 2012

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24. 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 Condition 18 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-02006".
2. It is suggest that the owner make themselves aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.

Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).

Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).
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 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, a consultant(s) should be engaged to conduct the necessary investigations.
5. The Ministry of 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.

Applicant: Hunt Club Creek Inc.
File No.: 37-T-02006
Municipality: Town of Amherstburg
Location: Part of Lots 6 & 7, Concession 1, and
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Date of Decision: June 2, 2009
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Lapsing Date: June 2, 2012

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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.
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. Clearances are required from the following agencies:

Ms. Lory Bratt
Planning Coordinator
Town of Amherstburg
271 Sandwich Street South
Amherstburg, ON N9V 2Z3

Ms. Rebecca Belanger
Essex Region Conservation Authority
360 Fairview Avenue West
Essex, ON N8M 1Y6

Applicant: Hunt Club Creek Inc.
File No.: 37-T-02006
Municipality: Town of Amherstburg
Location: Part of Lots 6 & 7, Concession 1, and
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Greater Essex County District School Board
2109 Ottawa Street,
PO Box 24002
Windsor, ON N8Y 4Y9

Mr. Mario Iatonna
Windsor-Essex Catholic District School Board
1325 California Avenue
Windsor, ON N9B 3Y6

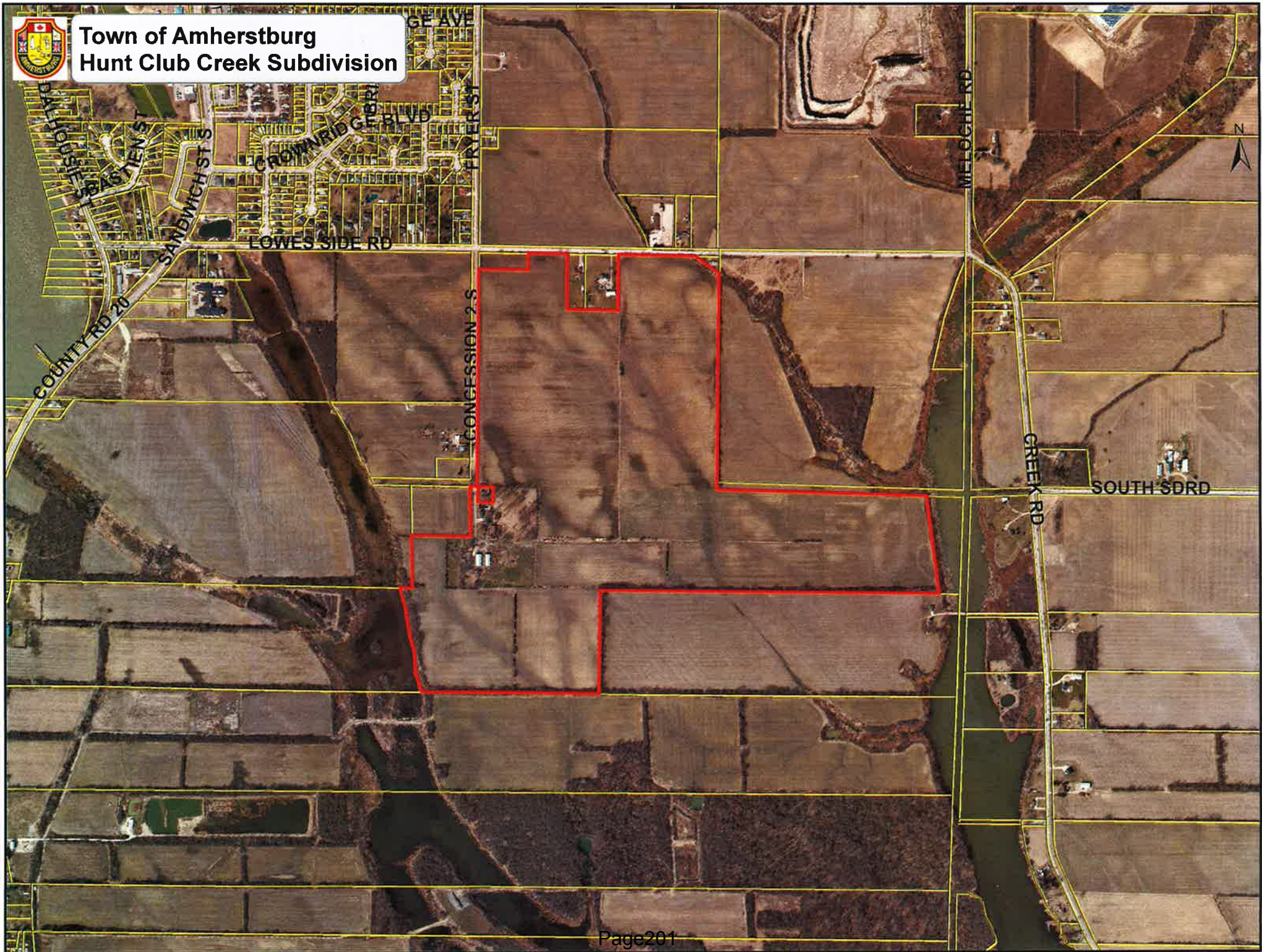
If the agency's clearance concerns a condition in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan. The County of Essex does not require a copy of the agreement.

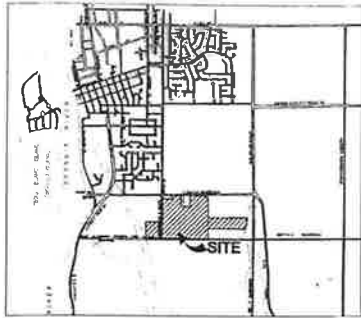
11. All measurements in subdivision and condominium final plans must be presented in metric units.
12. The approval of the draft plan will lapse on **June 2, 2012**. It is the responsibility of the applicant to request an extension of the draft approval if one is needed.

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.



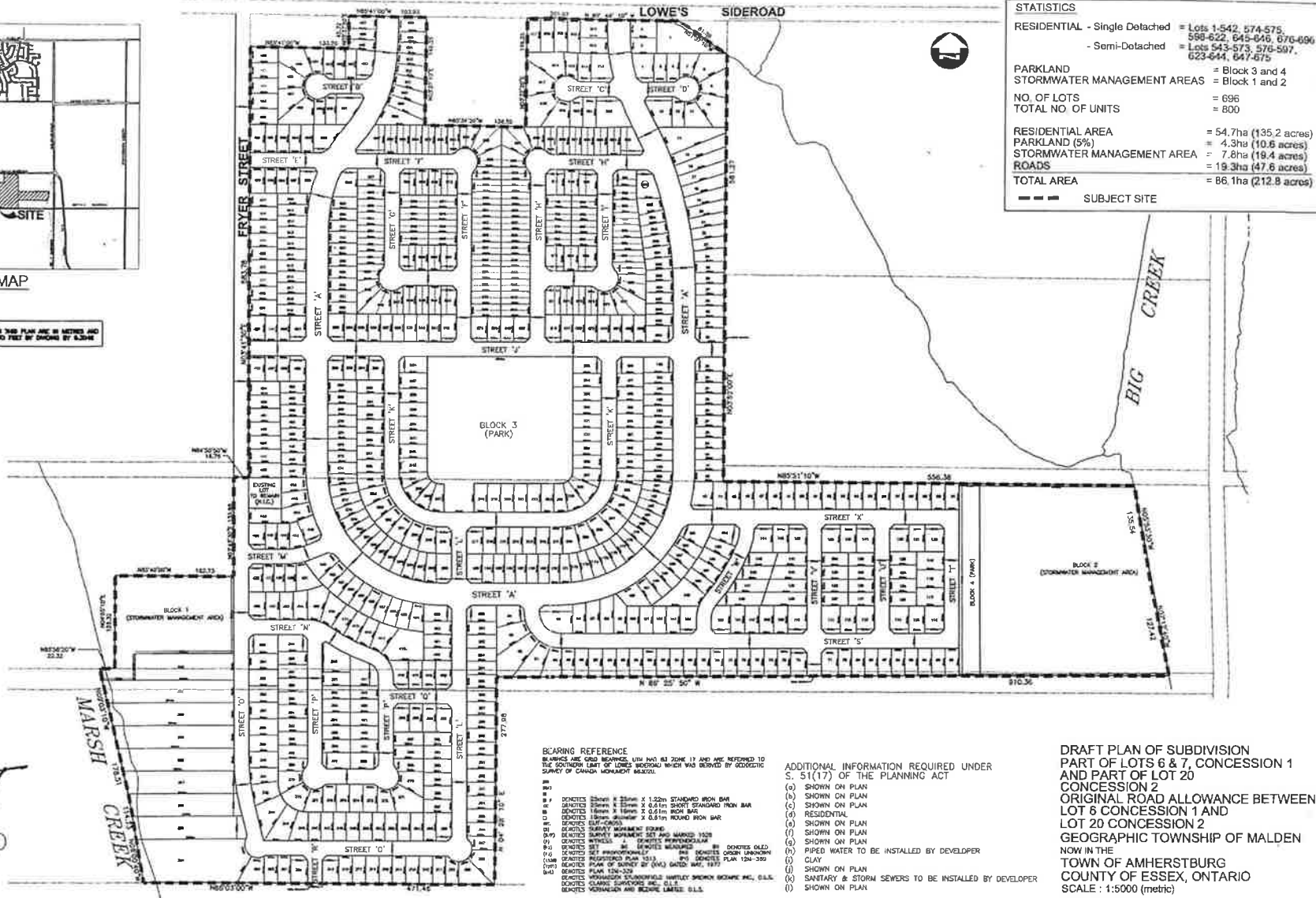
**Town of Amherstburg
Hunt Club Creek Subdivision**





KEY MAP

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



STATISTICS

RESIDENTIAL - Single Detached	= Lots 1-542, 574-575, 596-622, 645-649, 676-696
- Semi-Detached	= Lots 543-573, 576-587, 623-644, 647-675
PARKLAND	= Block 3 and 4
STORMWATER MANAGEMENT AREAS	= Block 1 and 2
NO. OF LOTS	= 696
TOTAL NO. OF UNITS	= 800
RESIDENTIAL AREA	= 54.7ha (135.2 acres)
PARKLAND (5%)	= 4.3ha (10.6 acres)
STORMWATER MANAGEMENT AREA	= 7.6ha (18.4 acres)
ROADS	= 19.3ha (47.6 acres)
TOTAL AREA	= 86.1ha (212.8 acres)

--- SUBJECT SITE

MAY 11
OWNERS CERTIFICATE
[Signature]
SURVEYOR'S CERTIFICATE
[Signature]

PROJECT NO: 04-3244-1000
 FEBRUARY 16, 2007

BEARING REFERENCE
 BEARINGS AND DISTANCES LISTED ARE AS SHOWN AND ARE REFERRED TO THE SOUTHERN LIMIT OF LOWE'S SIDEROAD WHICH WAS DERIVED BY GEODESIC SURVEY OF CANADA (MUNICIPALITY 88302).

ADDITIONAL INFORMATION REQUIRED UNDER S. 51(17) OF THE PLANNING ACT

- (a) SHOWN ON PLAN
- (b) SHOWN ON PLAN
- (c) SHOWN ON PLAN
- (d) RESIDENTIAL
- (e) SHOWN ON PLAN
- (f) SHOWN ON PLAN
- (g) SHOWN ON PLAN
- (h) PIPED WATER TO BE INSTALLED BY DEVELOPER
- (i) SHOWN ON PLAN
- (j) SHOWN ON PLAN
- (k) SANITARY & STORM SEWERS TO BE INSTALLED BY DEVELOPER
- (l) SHOWN ON PLAN

DRAFT PLAN OF SUBDIVISION
 PART OF LOTS 6 & 7, CONCESSION 1
 AND PART OF LOT 20
 CONCESSION 2
 ORIGINAL ROAD ALLOWANCE BETWEEN
 LOT 6 CONCESSION 1 AND
 LOT 20 CONCESSION 2
 GEOGRAPHIC TOWNSHIP OF MALDEN
 NOW IN THE
 TOWN OF AMHERSTBURG
 COUNTY OF ESSEX, ONTARIO
 SCALE : 1:5000 (metric)

37-T-02006



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: Suitability for Development on Private Septic System on one Severed Lot on Front Road N

1. RECOMMENDATION:

It is recommended that:

- 1. The development of a lot on Front Road North, severed off 1459 Front Road N, on a private septic system, as outlined in the March 22, 2021 report from the Manager of Planning Services, BE APPROVED.

2. BACKGROUND:

A request has been submitted by John and Angela Riolo for Council's approval to develop one new lot on a private septic system. The Town of Amherstburg Official Plan requires that development of 5 or less lots/units, may take place on private individual on-site septic systems and in areas where public systems are not intended or are not readily available, only after Council approval has been granted.

John and Angela Riolo obtained approval from the Committee of Adjustment on January 26, 2021, File No. B/18/20, for the creation of a new residential building lot.

The applicant has severed a parcel of land being 48.15 m (158 ft.) frontage by an irregular depth with an area of approximately 0.756 hectares (1.87 acres) for purposes of creating a new residential building lot. The remaining parcel being 30.48 m (100 ft.) frontage by an irregular depth with an area of 2228.28 square metres (23,985 sq. ft.) contains one single detached dwelling and a detached garage. The subject lands are zoned Agricultural (A) Zone in the Zoning By-law 1999-52 and designated Low Density Residential in the Town of Amherstburg Official Plan.

Condition (11) of the Consent Approval requires that the developer obtain permission of Council for the development of the lot on a private individual septic system, as follows:

11. That Council approve the development of the newly created lot on private individual septic systems after the soil analysis and septic design for the proposed lot is completed. This requirement shall be fulfilled prior to the stamping of deeds.

3. DISCUSSION:

The subject lands affected by the requested approval are severed off 1459 Front Road North.

Section 2.6.3 of the Official Plan states the following:

“[D]evelopment of 5 or less lots/units, if permitted by the Land Use Policies of this Plan, may take place on private individual on-site sewage disposal systems and/or private wells in areas where public and private communal systems are not intended or are not readily available.

Within a Settlement Area, Council approval will be required before any development is permitted on private individual sewage disposal and/or water systems. Approval may be conditional on proof of a potable water supply and soil suitable for septic tanks for the long term. Connection to public systems, should they become available, will be mandatory.”

Although it is preferable to have all development connected to the municipal sanitary sewers, in this case it would not be financially feasible. Further, for Council’s reference, all existing lots on Front Road North in this area with new or existing homes are serviced by private septic systems.

The design of the septic system will have to be satisfactory to all approval authorities, and approved by the applicable municipal department(s).

4. RISK ANALYSIS:

The recommendation in this report presents little to no risk to the municipality. The subject lot was created through the consent process.

5. FINANCIAL MATTERS:

All costs associated with the application are the responsibility of the applicant.

The future development of the lot would result in additional assessment to the Town’s property tax base, as well as an additional user to the water system to help create revenue through growth.

It would also attract development charges and building permit fees when development occurs.

6. CONSULTATIONS:

The Essex Region Conservation Authority (ERCA) and the Town of Amherstburg Drainage Superintendent/Engineering Coordinator were consulted during the consent process to provide feedback and comments regarding this property.

The Building Services Division identified no concerns with the proposed lot size or the ability for the home and private septic system to be constructed. The property owners would have the ability to utilize conventional or tertiary septic designs.

7. CONCLUSION:

Administration recommends the approval for the development of one lot on Front Road North on a private septic system.



Frank Garardo
Manager of Planning Services

JM

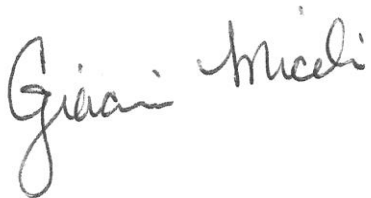
Report Approval Details

Document Title:	Suitability for Development on Private Septic System on one Severed Lot on Front Rd N.docx
Attachments:	- 2021 04 12- Suitability of Development on Septic- ATTACHMENTS.pdf
Final Approval Date:	Apr 6, 2021

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



Cheryl Horrobin



John Miceli



Paula Parker



COUNTY RD 20

158 ft

100 ft

1459

Retained Parcel
23,985 sq ft

1453

Severed Parcel
1.87 acres

AMHERSTBURG COMMITTEE OF ADJUSTMENT

Present: T. Buchanan, A. Campigotto, J. Mailloux, D. Shaw, D. Cozens

Also Present: Frank Garardo, Manager of Planning Services, Sarah French, Planner, Kevin Fox, Policy and Committee Coordinator

Absent: N/A

1. Call to Order

The Chair, David Cozens, called the meeting to order at 7:45 a.m. and performed introductions of the Committee members and administration.

2. Roll Call

The Chair completed roll call for the electronic meeting, all members were present.

3. Disclosure of Pecuniary Interest

None.

4. Adoption of Agenda

The agenda was presented for adoption.

Moved by: Anthony Campigotto

Seconded by: Josh Mailloux

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

5. Adoption of Minutes

A motion was put forward to adopt the minutes of November 24, 2020.

Moved by: Josh Mailloux

Seconded by: Terris Buchanan

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

6. Order of Business

6.1 Application B/18/20 – John & Angela Riolo – 1459 Front Rd N (Roll No. 3729-460-000-10500)

Public in Attendance: John and Angela Riolo, Mike Collavino

B/18/20: The applicant is proposing to sever a parcel being 48.15 m (158 ft.) frontage by an irregular depth with an area of approximately 0.756 hectares (1.87 acres) for purposes

of creating a new residential building lot. The remaining parcel being 30.48 m (100 ft.) frontage by an irregular depth with an area of 2228.28 square metres (23,985 sq. ft.) contains one single detached dwelling and a detached garage. The subject property is Zoned Agriculture and designated Low Density Residential in the Town's Official Plan.

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

- i) Letter dated January 19, 2021 from the Essex Region Conservation Authority 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 Rosario Bezaire Drain, Sancrainte Drain and Lake St. Clair. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act.
Our office has reviewed the proposal and has no concerns relating to stormwater management.
Our information indicates that the subject property may support habitat of endangered species and threatened species. As per Section 2.1.7 of the PPS, 2020 – "Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements". All species listed as endangered or threatened (aquatic species, plants, mammals, birds, reptiles, amphibians, etc.) as well as their related habitats, are protected under the Ontario Endangered Species Act. Prior to initiating any proposed works on this property, it is the proponent's responsibility to contact the Species at Risk Branch of the Ontario Ministry of Environment, Conservation & Parks (MECP) to ensure all issues related to the Endangered Species Act are addressed. All inquiries regarding the Endangered Species Act should be made with Permissions and Compliance Section of the MECP (e-mail address: SAROntario@ontario.ca).
With the review of background information and aerial photograph, ERCA has no objection to this application for consent.
- ii) Email dated January 15, 2021 from the Public Works Department identifying the following comments:
 - *Drainage Apportionment required for the Sancrainte Drain.*
 - *Individual water service connection required for new lot.*
 - *No Sanitary sewers, septic field required for new lot. Additionally, the applicant should be aware that, in the future, should a sanitary sewer collection system be constructed along Front Road North, each of the lots described under this application will be required to connect and be serviced by said sanitary sewer.*
 - *Based on the proposal, the new severed lot will require a separate driveway accesses from County Road 20 (Front Road North). This will require necessary review and approvals from the County of Essex.*
 - *The applicant should be made aware of the existence of Sancrainte Drain, a municipal drain which extends along the northern and eastern boundary limits of the property at 1459 Front Road N. Any future structures planned for the existing or proposed severed lot will be subject to set-back requirements from the drain.*
- iii) Email dated January 18, 2021 from the Windsor Police Department indicating:
The Windsor Police Service has no concerns or objections with the proposed severance being sought to create a residential lot. The outcome from this will not result in difficulties for police to access the property in an emergency or for a call for service in any way.
- iv) Email dated January 11, 2021 from the Fire Department indicating no comments.
- v) Email dated January 18, 2021 from the County of Essex stating:

Please be advised that the County of Essex has reviewed the aforementioned application and the comments provided are engineering related only. This application has not been reviewed from a planning perspective. This 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 85 feet from the center of the original ROW of County Road No. 20 for a proposed residential building or 105 feet from the centre of the right of way for a proposed commercial structure.

Permits are necessary for any changes to existing entrances and structures, or the construction of new entrances and structures. The County of Essex requires the access to the severed parcel be located adjacent to retained parcel.

We are requesting a copy of the Decision of the aforementioned application. Thank you for your assistance and cooperation in this matter.

- vi) Planning Report dated January 18, 2021 from Frank Garardo, Secretary Treasurer and Sarah French, Planner.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. There were none. The Planner, Frank Garardo read the purpose of the application. John and Angelo Riolo discussed the concept of the application with the members of the Committee. The Riolos stated that they had applied for the consent originally in 2015 and the consent was approved at that time. The consent lapsed due to renovations on the house taking longer than expected. The Riolos explained that they would like to use the property as a hobby farm containing chickens, ducks, 6-10 colonies of bees and potentially future uses such as greenhouses and a roadside farm stand. They stated that they do not wish to rezone the property to residential as this would hinder the use of the property as a hobby farm. A discussion occurred debating the merits of rezoning the property. It was decided that a severance would not be permitted under the agricultural zoning and therefore a rezoning to residential is considered the appropriate approval process. The applicants will be able to ask Council for additional permission to house livestock on the lands. Planning outlined that livestock may not be supportable due to Provincial Policies, further discussion on whether Livestock would be supportable on the lands would have to be considered as part of a Zoning by-law amendment process. The applicants outlined that the lands are abutting agriculture and any livestock would be minimal in scale. The applicants also stated that they are planning to keep the property in their name. It was noted that under the Planning Act, the applicants have one year from the stamping of the deeds to transfer the property or the consent is no longer valid. The severed property will need to be registered in a different name than the retained property. Frank Garardo read the conditions of the consent and the applicants acknowledged understanding.

The following resolution was put forth:

That application B/18/20 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; an electronic and paper copy to be provided to the municipality.
2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That the requirements of the County of Essex in accordance with their correspondence dated January 18, 2021 regarding the requirement to provide accesses that are located adjacent to one another be shown on the registered plan and include these in the deeds for the properties be complied with.

5. That one driveway access be constructed to the severed property, adjacent to the existing driveway, where one does not exist. That an access permit be obtained for the driveway from the County of Essex and any other requirements to their satisfaction, prior to the stamping of deeds. The access shall be provided to the satisfaction of the municipality.
6. That the subject lot be serviced with an appropriate storm drainage system to be developed under the supervision and to the satisfaction of the Town Drainage Superintendent.
7. That the severed parcel be serviced with municipal water in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
8. That the developer be required to undertake lot grading plans for the severed and retained lots to the satisfaction of the Building Department.
9. That the applicant obtain a report from a certified designer/installer that the existing private septic system serving the existing dwelling does not cross the property lines, that the system is in working order and that its operation will not be affected by the severance, to the satisfaction of the Building Department.
10. That an assessment apportionment for any and all drains affected by the severance be completed in accordance with the provisions of the Drainage Act and that all costs associated with said apportionment be paid by the applicant.
11. That Council approve the development of the severed lot on private individual septic systems after the soil analysis and septic design for the proposed lot is completed. This requirement shall be fulfilled prior to the stamping of deeds.
12. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 for the severed lot.
13. That both the severed and retained parcels be rezoned to Residential Type 1A (R1A) zone.
14. That the applicant enter into an Agreement with the Corporation of the Town of Amherstburg requiring that the subject property be required to hook into sanitary sewers when they become available. The subject agreement shall be registered on the title of the property.
15. That the requirement for the land owners of the severed parcel to engage the Ministry of Environment, Conservation and Parks (MECP) at the building permit stage to ensure compliance with the Endangered Species Act be registered on title and included in the purchase and sale agreement of the severed lot.
16. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Josh Mailloux
 Seconded by: Don Shaw

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The subject property will be rezoned to a residential zone prior to the stamping of the deeds.

6.2 Application B/02/21 & A/02/21 – Rick Laframboise – 5775 Concession 5 N (Roll No. 3729-480-000-00400)

Public in Attendance: Rick Laframboise

B/02/21: The applicant is proposing to sever a vacant parcel of land with 15.24 m (50 ft) frontage by 47.97 m (157.38 ft) depth and an area of 0.073 hectares (0.18 acres) for the purpose of a lot addition to merge with 5781 Concession 5 N. The proposed retained parcel being 239.37 m (778.78 ft) frontage by an irregular depth has an area of 11.78 hectares (29.11 acres), and is designated Agricultural and Natural Environment in the Town's Official Plan and is zoned Agricultural and Environmental Protection in the Zoning By-law.

A/02/21: The applicant is requesting relief from Zoning Bylaw 1999-52, as amended, Section 26(3)(a)(i) which requires a minimum lot area of 40 hectares in an Agricultural (A) Zone. Subsequent to a severance of 0.073 hectares (0.18 acres) from an existing 11.853 hectares (29.29 acres) parcel the retained farm parcel will have an area of 11.78 hectares (29.11 acres). Therefore, the amount of relief requested is 28.22 hectares (69.733 acres).

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

- i) Letter dated January 18, 2021 from the Essex Region Conservation Authority 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 Canard River. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act. Our office has reviewed the proposal and has no concerns relating to stormwater management.
The subject property is within, and/or is adjacent to (within 120 metres of), a natural heritage feature that is identified as a significant wetland, significant woodland, significant valleyland, significant wildlife habitat under the Provincial Policy Statement (PPS).
Section 2.1.4 of the PPS, 2020 states - "Development and site alteration shall not be permitted in "significant wetlands..." and "significant coastal wetlands."
Section 2.15 of the PPS states - Development and site alterations shall not be permitted in significant woodland... and significant valleyland... and significant wildlife habitat...unless it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.
We note that the subject property is adjacent to (within 120 m of) a natural heritage feature that may meet the criteria for significance under the PPS.
Section 2.1.8 of the PPS, 2020 states – "Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5 and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions."
Our information indicates that the subject property may support habitat of endangered species and threatened species. As per Section 2.1.7 of the PPS, 2020 – "Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with



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.

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: Fire Safety Grant - Letter of Intent and Fire Safety Grant Transfer Payment Agreement

1. RECOMMENDATION:

It is recommended that:

- 1. That an over-expenditure not to exceed \$10,970 in the Fire budget centre, training and professional development expense BE APPROVED to be funded by \$10,000 from the Fire Safety Grant Funding and \$970 from taxation; and,
2. By-law 2021-029 being a by-law authorizing the execution of the Agreement between the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshall be taken as having been read three times, and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

2. BACKGROUND:

On March 11, 2021 the Government of Ontario announced a one time \$5M grant to municipal fire services to assist in addressing challenges associated with training and virtual inspections due to the COVID-19 pandemic.

The ability to train fire service members in a COVID-19 environment brought with it new restrictions and despite opportunities to train online and through other modes, not all training priorities have been met over the last year.

The grant is intended to provide fire departments with the flexibility to support two priority areas. First, this grant may be put towards ongoing training needs including registration, administrative programming, technology upgrades and associated costs for attending as

well for providing services. In addition, if code compliance and inspections continue to be challenging, addressing opportunities for an inspection program may include technology, capital costs and training to ensure that fire services are able to meet the demand of this need at the local level.

In order to receive funds, the Office of the Fire Marshal (OFM) required that an application (Letter of Intent) be submitted in a very short timeframe, which did not allow for prior notice to Council.

3. DISCUSSION:

Incident Management System and Command Safety Training (Blue Card Command):

The Letter of Intent from the Town outlining the proposed use of the funds is **attached** to this report and included the proposal to provide Blue Card Command training.

Blue Card Command is an ICS program based on NFPA 1561. This is the standard for Emergency Services Incident Management System and Command Safety which specifically addresses all of the above, and Council has approved in the past.

The COVID-19 Pandemic and the restrictions to keep staff healthy and safe has impacted the Amherstburg Fire department's (AFD) ability to provide training in normal delivery modes. This initiative will help to alleviate some of those effects, by ensuring the AFD is self-sufficient and has the ability to deliver Incident Management Training in-house.

By certifying in-house instructors and incident commanders, AFD can demonstrate compliance with the intent of MOL section 21 Firefighter Guidance Notes and best practices, ensuring due diligence and duty of care.

It will allow AFD in the future to be self-sufficient, to train on its own time schedule without the additional costs of outside instructors nor travel and accommodations costs.

This program is updated regularly and utilizes the newest science based information on modern fire behaviour and threats to fire fighter safety, and includes a fully supported record management system and ongoing curriculum for required training and ongoing continuing education.

All Blue Card Instructors are also invited to the Blue Card quarterly Instructors CE, FDIC Instructor dinner and Blue Card symposiums which are currently virtual events.

Other Officer Training:

The AFD recognizing the fiscal limitations during the 2021 Budget deliberations limited our pursuit of Officer training to Incident Command for 2021. With this timely grant from the Provincial Government to assist with offsetting the costs for Incident Command training, it is considered advisable to apply the one-time funds approved in the 2021 Budget to this ISO program as an important next step.

The AFD has promoted several Officers over the past 18 months and does anticipate a few more soon due to retirements. The role of Incident Safety Officer is best fulfilled by a qualified Officer. One of an Incident Safety officer's (ISO) most important duties at an emergency scene is forecasting unsafe acts, conditions and behaviors, before they happen.

The FDSOA program sponsored by the Authority Having Jurisdiction (AHJ), and individuals meeting the duties and requirements of a company Officer or ISO can apply and test for certification. Applicants once completed shall meet the requirements of NFPA 1021 Standard for Fire Officer Chapter 4 Section 4.1 and the job performance requirements (JPRs) defined in NFPA 1521-2015 Standard for Fire Department Safety Officer Chapter 5 Section 5.1.1.

The ISO is a senior member of the "Command Team". This person works directly under and with the Incident Commander (IC) to help manage the risks that AFD members take at emergencies.

Risk management is the on-going evaluation determining if the risks that AFD members take are worth the benefits that are gained (sometimes called risk versus benefit analysis).

The simplest way to express the risk management process is by using three statements of risk analysis. First, "we will risk a lot to save a lot"; this usually looks like saving lives. Next, "we will risk a little to save a little", generally applied to property concerns. Finally, "we will take no risk for what is already lost". Sometimes the opportunity to help has passed before we can arrive on location. The risk management plan must be carried out using standard operating procedures, proper training techniques and using the incident management system.

In simple terms, the IC and the ISO command team is a system of checks and balances designed to keep AFD members safe.

The ISO becomes another set of eyes and ears for the IC. The ISO pays close attention to many concerns and activities at an emergency. The ISO is checking for unsafe acts, unsafe conditions and unsafe behaviors that could cause injury or death to the operating crews. By being trained, educated and experienced in all phases of the operations being performed, the ISO can be an effective observer. This may sound simple, but the truth is that it is a formidable task.

The person that takes on the role of ISO must be a very capable person. Keep in mind, some incidents, because of size or complexity will require more than one ISO. Most departments establishes an ISO and then provides him/her with the required number of assistant ISO's that are necessary to properly handle the job. A hazardous materials alarm or a train derailment with injuries would be good examples when more than one ISO is needed.

4. RISK ANALYSIS:

Should Council not wish to proceed with the recommendation to enter into an agreement the municipality would be foregoing a grant funding opportunity. Should the

recommended officer training programs not be completed, the potential risk in the workplace and to employees may be greater.

5. FINANCIAL MATTERS:

On March 29, 2021, the Office of the Fire Marshal and Emergency Management notified the Town that it will be provided a total of \$10,000 in funding to support increased training opportunities (see attached letter and draft funding agreement).

Under the grant funding proposal, the AFD will be certifying (all figures are before HST):

- 1 - New In-House TtT Instructor = \$6,000
- 4 - Newly appointed Officers at \$385 US\$ each (\$520 CAN each) = \$2,080
- 1 – Annual Subscription for current TtT instructor = \$2,700⁽¹⁾

Total \$10,780

Note 1: The Town currently maintains an annual subscription for one TtT instructor and will continue to do so after 2021; the second annual subscription will not be required beyond 2021.

The 2021 Budget includes the training base budget of 26,800 and a one-time cost of \$10,000 with a total budget allocation of \$36,800.

Fire Budget Centre - Training and Professional Development expense	Budget	Actual (incl. net HST)	Variance (over)/under
Cost: ⁽¹⁾			
One Time operating:			
Blue Card Training	\$10,000	\$ 10,970	(\$ 970)
Officer Training	-	10,000	(10,000)
Total Project Cost	\$10,000	\$20,970	(\$10,970)
Funding:			
Taxation	\$10,000	\$10,970	\$ (970)
Ontario Grant Funding (OFM)	-	\$10,000	(\$10,000)
Total Project Funding	\$10,000	\$20,970	(\$10,970)

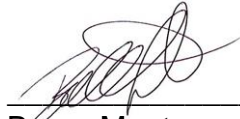
Note 1: The cost for staff time to participate in training will be accommodated within the approved 2021 Budget, as the pandemic has impacted the AFD's ability to undertake the level of training originally anticipated for the year.

6. CONSULTATIONS:

OFM Staff
Treasurer – Justin Rousseau
Director of Corporate Services – Cheryl Horrobin
Municipal Clerk - Paula Parker

7. **CONCLUSION:**

The recommendations in this report would ensure the Municipality receives the allocated Grant Revenue and the AFD would also be able to achieve its Officer training goals in 2021, rather than waiting to a future budget year.



Bruce Montone
Fire Chief/CEMC

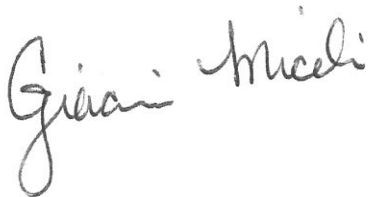
Report Approval Details

Document Title:	Fire Safety Grant - Letter of Intent and Fire Safety Grant Transfer Payment Agreement.docx
Attachments:	- Transfer Payment Agreement - Amherstburg.docx - Amherstburg-Letter of Intent -Fire Safety Grant.pdf - Amherstburg_Fire_Safety_Grant_Application_Form (003).pdf
Final Approval Date:	Apr 6, 2021

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



Cheryl Horrobin



John Miceli



Paula Parker

Ministry of
Community Safety and
Correctional Services

Office of the
Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

Ministère de la
Sécurité communautaire et
des Services correctionnels

Bureau du
commissaire des incendies et
de la gestion des situations d'urgence

25, Avenue Morton Shulman
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télec. : 647-329-1143



March 29, 2021

Bruce Montone
Town of Amherstburg
271 Sandwich Street S.
Amherstburg, ON N9V2A5

Dear Bruce Montone,

Further to ongoing discussions regarding the Fire Safety Grant Program, I am writing to confirm that the fire service has agreed (in principle) to utilizing its grant allocation to support its intended purpose as outlined below.

The Town of Amherstburg will be provided a total of \$10,000.00 to support:

- Increased training opportunities

This aligns with the intended purpose of Fire Safety Grant Program.

As part of this process, formalization of the grant allocation and the Transfer Payment Agreement is required and will be tabled by you for your municipal council at its next meeting.

The Office of the Fire Marshal will reach out to finalize and execute the Transfer Payment Agreement once municipal council has had the opportunity to approve your proposal for spending the funds provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Pegg".

Jon Pegg
Fire Marshal

Instructions to the Municipal Representative:

Please complete and submit a copy of this document to our office at ofm@ontario.ca by no later than March 31, 2021.

I hereby accept the grant allocation and proposed strategy for utilization, pending approval by Town of Amherstburg as outlined above.

Print Name:	Title:	Signature:	Date:
BRUCE MONTONE	FIRECHIEF		MAR. 31/2021



Office of the Fire Marshal

2020/2021 Fire Safety Grant Application Form

Instructions:

1. Please ensure that all fields are completed as part of this grant application form.
2. If you require more space, please adjust the text boxes as needed.
3. If you wish to split the grant between supporting training and supporting a virtual inspection program to enhance your existing in-person inspection program, please complete both sections below.
4. Please email completed application to ofm@ontario.ca
5. **Applications must be received no later than 1700hrs on March 19, 2021.**
6. If you have any questions, please contact your Fire Protection Adviser.

Name of Municipality	Town of Amherstburg
Name of Fire Department	Amherstburg Fire Department
Municipal Mailing Address	271 Sandwich Street S. Amherstburg, ON N9V 2A5
Name of Fire Chief	Bruce Montone
Email Address for Fire Chief	bmontone@amherstburg.ca
Fire Safety Grant Allocation Amount	\$10,000.00

For those departments who wish to use the grant to support training, please provide a brief description of how the grant will be allocated, including the dollar amount. Please provide a brief overview of the training being provided, mode of delivery (online, Regional Training Centre, Learning Contract, other) and estimated timelines for completion. Please refer to the Fire Marshal Memo issued on March 11th, 2021 for additional information regarding eligible expenses. Please add extra lines to expand the text box below, if needed.

MOL Firefighter Guidance Note (Section 21) 2-1 explains but is not limited to, the reasons why Employers should:

- Train our personnel in Incident command
- Develop and implement an incident command system supported by training, regular review and revision.
- Implement key concepts of crew accountability, sector and safety officers, and crew rotation to increase firefighter safety
- Requires the use of an Incident Command System during all incidents.



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Additional Guidance notes further address operational requirements such as RIT, ventilation, Radio Communications etc.

Line of Duty Death (LODDs) investigations continue to identify the following as major contributing factors:

- Poor or no Incident Command and Training
- Communications
- Lack of Accountability / tracking personnel in the IDLH environment

Blue Card Command is an ICS program based on NFPA 1561. This is the standard for Emergency Services Incident Management System and Command Safety which specifically addresses all of the above.

The Ontario Fire Service Continues to transition to NFPA.

The Covid-19 Pandemic and the restrictions to keep staff healthy and safe has impacted our department's ability to provide training in normal delivery modes. This initiative if approved will help to alleviate some of those effects, by ensuring we are self sufficient and have the ability to deliver Incident Management Training In-House.

By certifying our in house instructors and our incident commanders, AFD can demonstrate compliance with the intent of MOL section 21 Firefighter Guidance Notes and best practices, ensuring due diligence and duty of care.

It will allow AFD in the future to be self sufficient, to train on our own time schedule without the additional costs of outside instructors nor travel by AFD members.

This program is updated regularly and utilizes the newest science based information on modern fire behaviour and threats to fire fighter safety, and includes a fully supported record management system and ongoing curriculum for required training and ongoing continuing education.

The Blue Card Command Program includes:

- Over 50 hours of comprehensive, state of the art, highly interactive, simulation based, online training on the standard 8 Functions of Command.
- The training program fulfils the cognitive requirements of the IFSAC – Hazard Zone Incident Command Standard referenced by NIMS Type 4 & 5 Incidents
- Full access to all training modules
- Fire Command 2nd Edition, E-Textbook (IFSAC Standard reference Textbook)
- Command Safety, E-Textbook (IFSAC Standard reference Textbook)
- Fire Command 2nd Edition, PDF-Workbook
- 2 – 3+ hour CE (Continuing Education) modules (first year of subscription)
- 5- HAZMAT online training modules (first year of subscription)

Blue Card Annual Continuing Education (CE) - \$125.00



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❖ Subscribers MUST complete the Blue Card online training program prior to receiving access to the CE modules

- Access to ALL Blue Card CE Modules and HAZMAT Training Modules (over 100 hours of online training)
- Continued access to the Blue Card Function of Command modules
- Continued access to Fire Command E-Textbooks
- All CE's are tied into the Instructors Support Packages & Blue Card Annual Continuing Student Record Management Access
- The student will have access to their student dashboard
- Instructors will get 1 year of access to all of the Student's training, certification and re-certification records using the Blue Card Records Management System
- This allows our Dept. to maintain 100% of their Certified IC's certifications
- Full Blue Card office support

Blue Card Train the Trainer (TtT) Instructor Program - \$4,500.00 U.S. (\$6000.00 Can)

❖ All TtT students must successfully complete the on-line training program prior attending a TtT session

What an Instructor receives During a TtT Program:

- Five – 8 hour days of instruction by Certified, Blue Card Lead Instructors
- First three (3) days of the sessions the student will be certified as a Blue Card IC
- The last two (2) days of the session will focus on:
 - Instruction and detailed lesson plans on the 5 basic occupancy/building types
 - Instruction and detailed lesson plans on Tactical and Embedded Safety Operations
 - Instruction and detailed lesson plans on Command Team Operations
 - Detailed lesson plans and instruction on Mayday Operations
- Full access to the Blue Card RMS tools and certification management system

All Instructors will receive the following material in the Instructor Certification Package:

- Command Functions Review and Communications Overview PowerPoint and Instructors Guides
- Residential, Multi-Unit Residential, Strip Mall, Commercial, and Big Box Tactical Template PowerPoint's and Instructors Guides
- Several Residential, Multi-Unit Residential, Strip Mall, Commercial, and Big Box Simulations. All with Incident Review PowerPoint's and Instructors Guides (20 simulations total)
- 16 MP4 video package that includes; Fire Command Video Series, Critical Factors Video Series, Managing Mayday Video Series; On-Deck, Recycle, 3 Deep, and SDG Operations videos

What an Instructor receives for 1 year after a TtT session (Trainer Certification date):

- Continued access to all Blue Card online modules
- Continued access to all E-Textbooks
- Access to all available Quarterly CE modules
- CE's are also tied into and correlate with the Instructors Training Packages & BSHIFTER Magazine
- Access to the Blue Card Instructors Download Center
- Administrative rights. This allows Instructors to monitor all of their members' progress on the online training program and CE modules. This is a state of the art, RMS that helps the instructor with student



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tracking and certification, and re-certification that includes many features to assist an Instructor in coordinating dept. wide Blue Card training.

All Blue Card Instructors are also invited to the Blue Card quarterly Instructors CE, FDIC Instructor dinner and Blue Card symposiums

For a single department that has more than one instructor and the Dept. wants to have all their instructors continue their subscription and admin services, the license(s) fees will be:

- \$2,000.00 US. (\$2,700.00CAN) for the first Instructor
- \$500.00 US. (\$675.00 CAN)each for the next two Instructors
- \$100.00US. (\$135.00) each for any remaining department Instructors
- . Officer Certification as Blue Card Certified

We will be certifying;

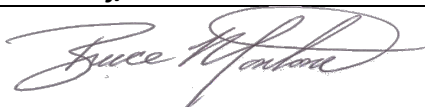
1- New In-House TtT Instructor = \$6,000.00 CAN

4 - Newly appointed Officers \$385.00 US. (\$520.00 CAN) = \$2080.00 CAN

1 – Annual Subscription for current TtT instructor = \$2700.00 CAN paid Nov/20

Total \$10,780.00 CAN

For those departments who wish to use the grant to support a virtual inspection program to enhance your existing in-person inspection program, please provide a brief description of how the grant will be allocated, including the dollar amount. Please provide a brief overview of the compliance activities and how it will be administered at the department level, including potential rollout. Please refer to Fire Marshal Memo issued on March 11th, 2021 for additional information regarding eligible expenses. Please add extra lines to expand the text box below, if needed.

Name of Application Submitter	<i>Bruce Montone</i>
Title	<i>Fire Chief/CEMC</i>
Signature	
Date	<i>March 16, 2021</i>



**Office of the Fire Marshal
2020/2021 Fire Safety Grant Application Form**

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2021-029

By-law authorizing the execution of an agreement between the Corporation of the Town of Amherstburg, and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal

WHEREAS under Section 8 of the Municipal Act 2001 , S.O., 2001 , c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS under Section 9(1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into an agreement between the Corporation of the Town of Amherstburg, and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal;

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

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the agreement as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 12th day of April, 2021.

Aldo DiCarlo, Mayor

Paula Parker, Clerk

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the Click or tap here to enter text. day of Choose an item., 2021 (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

Town of Amherstburg

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____

Name: Douglas Browne

Title: Deputy Fire Marshal

Town of Amherstburg

Click or tap here to enter text.

Date

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 **Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.0 INDEMNITY

A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability

arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

A9.2 Proof of Insurance. If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 **When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

requirements of such other agreement;

- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$10,000.00
Expiry Date	August 1, 2021
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

(None)

SCHEDULE “C” PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

<insert a copy of the letter of intent from the municipality to outline proposed use of funds>

SCHEDULE “D”

BUDGET

Funding will be provided to the Town of Amherstburg upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE "E"
REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Dan Beaulieu	Report Date: March 26, 2021
Author's Phone: 519-736-3664 ext. 2319	Date to Council: April 12, 2021
Author's E-mail: dbeaulieu@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: Amherstburg Water Treatment Plant Submission of the 2020 Annual Summary Report

1. RECOMMENDATION:

It is recommended that:

1. The report from the Manager of Environmental Services dated March 26, 2021 regarding the Amherstburg Water Treatment Plant Submission of the 2020 Annual Summary Report **BE RECEIVED for information.**

2. BACKGROUND:

Pursuant to Section 11 and Schedule 22 of Ontario Regulation 170/03 of the Safe Drinking Water Act an Annual Summary Report must be prepared for a municipal drinking water system. There are two regulated requirements for the Annual Summary Report. The first is to identify non-compliance incidences and corrective actions taken. The second is to identify actual quantity and flow rates of water supplied from the Amherstburg Water Treatment Plant and compare them to the approved design quantity and flow rates. Further, it is a requirement that this report be placed on the Town's website for Public information.

3. DISCUSSION:

The Ontario Clean Water Agency (OCWA) has prepared and supplied to the Town the 2020 Annual Summary Report for the Amherstburg Water Treatment Plant. The report has been prepared in accordance with the format as prescribed under Schedule 22 of Ontario Regulation 170/03 and therefore meets the regulatory requirements for compliance reporting under the Safe Drinking Water Act.

The annual summary report must list the requirements of the Safe Drinking Water Act, the regulations, Certificates of Approvals, Drinking Water Works Permits and Licenses, and any orders that the system failed to meet. For any non-compliance incidences there must be a list of measures that were taken to correct the issue. The report must also include quantities and flow rates of the water supplied, and compare these quantities and rates to the rated capacity and flow rates approved in the Drinking Water License for the Amherstburg Water Treatment Plant.

A) NON-COMPLIANCE ISSUES

Table 1 on Page 2 of the attached Annual Summary Report summarizes non-compliances incidences.

Drinking Water Legislation	Requirement(s) the system failed to meet	Measures taken to correct the failure	Status (complete or outstanding)
N/A		There were no non-compliances for 2020	

B) FLOW RATE COMPARISON

Table 2 on Page 3 of the attached Annual Summary Report shows a comparison of the quantities and flow rates of the water supplied by the Amherstburg Water Treatment Plant to the rated capacity and flow rates approved in the Drinking Water Works Permit and Drinking Water License. The raw flow rates are shown in liters/day while the treated flow rates are listed in m3/day which corresponds to the units of measure in the Drinking Water License, Drinking Water Works Permit and Permit to Take Water.

Flow	Requirement	Rated Capacity	Maximum Flow Rate	Date of the Maximum
Raw Flow	Permit to Take Water (#4844-AY7KHA)	22,900,000 L/d	15,090,000 L/d	July, 2020
		15,903 L/min	13,162 L/min	July, 2020
Treated Flow	MDWL #026-101	18,184 m3/d	13,068 m ³ /d	July, 2020

4. RISK ANALYSIS:

The Annual Summary Report is a mandatory report under the Safe Water Drinking Act, failure to report findings could result in punitive actions from the Ministry of the Environment and Climate Change.

5. FINANCIAL MATTERS:

There are no financial implications related to the Annual Summary Report findings for 2020.

6. CONSULTATIONS:

The Process & Compliance Technician from the Ontario Clean Water Agency has prepared the Annual Summary Report.

7. CONCLUSION:

To Council for information.



Dan Beaulieu
Manager of Environmental Services

Report Approval Details

Document Title:	Amherstburg Water Treatment Plant Submission of the 2020 Annual Summary Report.docx
Attachments:	- 2020 Annual Summary of Water Programs Activities.pdf - Amherstburg WTP - Schedule 22 Annual Summary Report 2020.pdf
Final Approval Date:	Apr 6, 2021

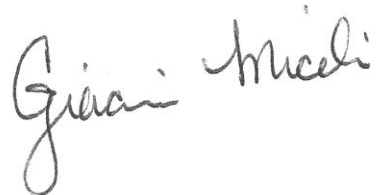
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker

ANNUAL SUMMARY OF WATER PROGRAMS/ACTIVITIES 2020

Watermain - New Installations

WO#	Date	Address	Comments
22198	10-Jul-20	Kingsbridge Subdivision Phase 7B	new watermain
22448	1-Oct-20	Pacific Ave. & Richmond St.	new watermain

Watermain - Replacements

WO#	Date	Address	Comments
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Watermain - Repairs

WO#	Date	Address	Comments
21507	12-Jan-20	Intersection of Sandwich St. S. & McCurdy	watermain break
17328	8-Jul-20	McCurdy Drive	watermain break
17330	21-Jul-20	s/w corner Concession N. & North Sideroad	watermain break
17329	21-Jul-20	7380 Collison Sideroad	watermain break (K-Line Hydro drilled anchor through 6" main)
21525	22-Sep-20	257 Pacific Avenue	watermain break
22565	14-Sep-20	2126 County Road 15	watermain break (Hydro One hit watermain)
22788	5-Nov-20	146 Atlantic Avenue	watermain break

Fire Hydrant - New Installations

WO#	Date	Address	Comments
22424	20-Aug-20	15 Renaud Street	installed private hydrant

Fire Hydrant - Replacements

WO#	Date	Address	Comments
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Fire Hydrant - Repairs

WO#	Date	Address	Comments
21715	14-Jan-20	1500 Concession 2 North	rebuilt fire hydrant
21954	14-Feb-20	915 Front Road North	hydrant repair
21511	7-May-20	595 Alma	hydrant repair
10079	11-Jun-20	North Sideroad & Concession 5 North	hydrant repair
10078	11-Jun-20	610 Concession 2 North	hydrant repair
22383	22-Jul-20	Gesto & Tremblay Sideroad	hydrant repair
21519	11-Aug-20	15555 County Road 8	hydrant repair
22786	4-Nov-20	Near 305 Lakeside Drive	hydrant repair (hydrant hit by vehicle)

Water Valve - New Installations

WO#	Date	Address	Comments
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Water Valves - Replacements

WO#	Date	Address	Comments
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Water Valves - Repairs

WO#	Date	Address	Comments
22173	3-Jun-20	North Sideroad & Walker Road	replaced bolts and plug on 12" mainline valve
21993	10-Jun-20	Walker Road & Concession 13	rebuilt valve, replaced bolts and tower
22193	18-Jun-20	Richmond Street & George Street	valve tower cleaned out
22192	3-Jul-20	171 Meadowview Drive	repaired middle and top sections of valve tower
21518	23-Jul-20	North Malden @ Tremblay Sideroad	replaced all nuts, bolts, tops and bottoms of valves
21523	3-Sep-20	County Road 10 & Walker Road	rebuilt valve
21526	11-Sep-20	Pacific Ave. & Atlantic Ave.	replaced top bolts
22442	22-Sep-20	Tilford Lane & Essex Blvd.	replaced bolts and top operation nut
22654	6-Oct-20	North Townline & Holden	replaced all three sections of east valve, replaced top section of west valve
22137	27-Oct-20	Concession 4 North & Alma Street	replaced bolt on operation nut on two valve towers
22844	24-Nov-20	Ventnor & Atlantic	installed angled insert and valve tower cap

Water Valves - Exercised

WO#	Date	Address	Comments
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Water Services - New Installations

WO#	Date	Address	Comments
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WO#	Date	Address	Comments
21733	10-Mar-20	3225 North Malden Road	installed 2" water service and meter pit
21730	11-Mar-20	364 Texas Road	installed 1" water service and meter pit
22182	4-Jun-20	Lot 1, Concession 2 North	installed 3/4" water service
22183	4-Jun-20	Lot 2, Concession 2 North	installed 3/4" water service
22184	4-Jun-20	Lot 3, Concession 2 North	installed 3/4" water service
22186	23-Jun-20	8511 Howard Avenue	installed 1" water service and meter pit
22407	7-Jul-20	9281 Broderick Road	installed 1" water service and meter pit
22403	14-Jul-20	Kingsbridge Subdivision Phase 7B	installed six 3/4" water services
22402	14-Jul-20	2119 County Road 15	installed 2" water service and meter pit
22411	27-Jul-20	5275 Concession 5 North	installed 1" water service and meter pit
22410	27-Jul-20	5028 Concession 5 South	installed 1" water service and meter pit
22428	25-Aug-20	7601 County Road 10	installed 2" water service and meter pit
22434	10-Sep-20	7200 County Road 50	installed 1" water service and meter pit
22435	10-Sep-20	975 County Road 20 South	installed 1" water service and meter pit
22657	2-Nov-20	1500 Alma Street	installed 1" water service and meter pit
22667	10-Dec-20	2460 North Sideroad	installed 3/4" water service and meter pit

Water Services - Replacements

WO#	Date	Address	Comments
21714	7-Jan-20	5041 County Road 20 South	abandoned 2" service, installed new 3/4" service
21952	29-Jan-20	6151 County Road 20 South	installed new 3/4" service, old 3/4" poly line was leaking under the road
21953	31-Jan-20	116 Victoria St. South	leak in copper service under road, connected new copper to 8" main
22658	2-Nov-20	1430 County Road 20 South	Abandoned 3/4" water service at main. Installed 2" water service at lot line

Water Services - Repairs

WO#	Date	Address	Comments
21992	not dated	9746 Walker Road	repaired service leak
22010	3-Mar-20	3890 Concession 3 South	replaced service saddle and short piece of copper
22027	11-Mar-20	132 Texas Road	repaired service leak
22042	6-Mar-20	85 Shaw Drive	repaired service leak
21508	24-Mar-20	3942 Concession 3 South	repaired service leak
21977	24-Mar-20	17 Balaclava Street	repaired service leak
21902	22-Apr-20	595 Alma Street	repaired service leak
22106	14-Apr-20	117 Ryan	repaired service leak
21903	21-Apr-20	255 Lakeside Drive	repaired service leak
22311	11-Jun-20	69 Mickle Drive	repaired service leak
22194	6-Jul-20	9560 Walker Road	repaired service leak
21999	6-Jul-20	3361 North Malden Road	repaired service leak
22386	24-Jul-20	4660 North Townline	repaired service leak
19907	8-Aug-19	149 Texas Road	repaired service leak
22471	12-Aug-20	339 Lakeside Drive	repaired service leak
22425	20-Aug-20	3618 Concession 3 North	repaired service leak
22514	27-Aug-20	77 Willow Beach Road	repaired service leak
21522	2-Sep-20	9463 Walker Road	repaired service leak
22600	21-Sep-20	3720 Concession 3 North	repaired service leak
21528	21-Sep-20	139 Tilford Lane	service leak under road, replaced 30' of 3/4" copper
22747	23-Oct-20	3918 Concession 3 South	repaired service leak
22797	13-Nov-20	18 Charles Street	service leak at shut off, replaced 3/4" copper from main to curb stop
22861	2-Dec-20	5310 Simcoe Street	repaired service leak
10088	23-Dec-20	543 Lakeside Drive	repaired service leak

Water Meters - New Installations

WO#	Date	Address	Comments
21823	23-Jan-20	179 Meadowview	new construction
21797	28-Jan-20	217 Mullen	new construction
21656	28-Jan-20	173 Davis	new construction
21798	28-Jan-20	230 Mullen	new construction
21642	30-Jan-20	319 Ironside	new construction
21796	31-Jan-20	506 Caldwell	new construction
21812	14-Feb-20	134 Whelan	new construction

21847	20-Feb-20	329 Patten	new construction
21655	20-Feb-20	332 Patten	new construction
22002	28-Feb-20	785 Front Road South	new construction
22033	24-Mar-20	189 Davis	new construction
21869	23-Mar-20	197 Meadowview	new construction
21790	23-Mar-20	193 Meadowview	new construction
21822	24-Mar-20	177 Meadowview	new construction
22026	25-Mar-20	176 Texas Road	new construction
22028	26-Mar-20	290 Mullen	new construction
22055	26-Mar-20	406 Pearson	new construction
21978	27-Mar-20	1484 Front Road South	new construction (1" meter installed)
22068	1-May-20	207 Meadowview	new construction
21887	1-May-20	333 Patten	new construction
22074	1-May-20	209 Meadowview	new construction
22022	5-May-20	320 Ironside	new construction
22099	8-May-20	199 Meadowview	new construction
22007	11-May-20	375 Lavers	new construction
21814	15-May-20	138 Whelan	new construction
21813	15-May-20	136 Whelan	new construction
22077	15-May-20	128 Whelan	new construction
22212	19-May-20	185 Davis	new construction
22050	19-May-20	336 Patten	new construction
22085	26-May-20	254 Mullen	new construction
22220	28-May-20	332 Ironside	new construction
22225	2-Jun-20	211 Meadowview	new construction
22246	9-Jun-20	213 Meadowview	new construction
22084	10-Jun-20	345 Patten	new construction
22083	10-Jun-20	296 Patten	new construction
22241	1-Jun-21	241 Mullen	new construction
22216	10-Jun-20	337 Patten	new construction
22306	18-Jun-20	221 Meadowview	new construction
22036	19-Jun-20	1632 Park Avenue	new construction
22322	25-Jun-20	65 Whelan	new construction
22333	26-Jun-20	117 Park Street	new construction
22032	26-Jun-20	512 Fryer Street	new construction
21314	26-Jun-20	301 Ironside	new construction
22240	26-Jun-20	321 Ironside	new construction
22331	26-Jun-20	215 Meadowview	new construction
22338	30-Jun-20	510 Gold Coast Drive	new construction
22353	8-Jul-20	429 Pearson	new construction
22329	8-Jul-20	245 Mullen	new construction
22312	8-Jul-20	233 Mullen	new construction
22242	8-Jul-20	221 Mullen	new construction
22356	13-Jul-20	217 Meadowview	new construction
22343	14-Jul-20	159 Lambert	new construction
22344	14-Jul-20	161 Lambert	new construction
22078	16-Jul-20	144 Whelan	new construction
22330	22-Jul-20	341 Patten	new construction
22384	27-Jul-20	201 Meadowview	new construction
22370	27-Jul-20	422 Pearson	new construction
22385	29-Jul-20	223 Meadowview	new construction
22377	6-Aug-20	349 Patten	new construction
22399	12-Aug-20	249 Mullen	new construction
22053	17-Aug-20	205 Meadowview	new construction
22467	20-Aug-20	177 Davis	new construction
22481	21-Aug-20	203 Meadowview	new construction
212825	25-Aug-20	183 Meadowview	new construction
22048	26-Aug-20	323 Ironside	new construction
22020	26-Aug-20	318 Ironside	new construction
21824	26-Aug-20	181 Meadowview	new construction
22486	27-Aug-20	177 Meadowview	new construction

21312	27-Aug-20	169 Meadowview	new construction
22327	27-Aug-20	269 Mullen	new construction
21861	1-Sep-20	426 Pearson	new construction
22497	4-Sep-20	475 Gold Coast Drive	new construction
22372	10-Sep-20	517 Caldwell	new construction
22516	10-Sep-20	322 Ironside	new construction
22586	18-Sep-20	367 Lavers	new construction
22549	23-Sep-20	351 Lavers	new construction
22550	23-Sep-20	201 Mullen	new construction
22551	23-Sep-20	289 Mullen	new construction
22588	25-Sep-20	265 Mullen	new construction
22589	25-Sep-20	253 Mullen	new construction
22548	30-Sep-20	174 Lambert	new construction
22544	30-Sep-20	327 Ironside	new construction
22239	30-Sep-20	325 Ironside	new construction
22506	5-Oct-20	146 Whelan	new construction
22620	5-Oct-20	421 Pearson	new construction
22703	8-Oct-20	340 Patten	new construction
22708	9-Oct-20	320 Patten	new construction
22617	8-Oct-20	326 Ironside	new construction
22708	9-Oct-20	320 Patten	new construction
22001	15-Oct-20	783 Front Road South	new construction
22337	16-Oct-20	508 Gold Coast Drive	new construction
22711	22-Oct-20	170 Lambert	new construction
21307	22-Oct-20	237 Mullen	new construction
22507	23-Oct-20	142 Whelan	new construction
22744	26-Oct-20	376 Lavers	new construction
22710	27-Oct-20	348 Patten	new construction
22712	27-Oct-20	147 Lambert	new construction
22709	27-Oct-20	344 Patten	new construction
22357	29-Oct-20	219 Meadowview	new construction
22616	30-Oct-20	324 Ironside	new construction
22618	30-Oct-20	328 Ironside	new construction
22783	12-Nov-20	166 Lambert	new construction
22784	12-Nov-20	172 Lambert	new construction
22782	12-Nov-20	164 Lambert	new construction
22781	12-Nov-20	150 Lambert	new construction
22792	12-Nov-20	229 Mullen	new construction
22505	18-Nov-20	140 Whelan	new construction
22799	20-Nov-20	19 Shangrila	new construction
22834	25-Nov-20	425 Pearson	new construction
22335	25-Nov-20	119 Park Street	new construction
22829	26-Nov-20	316 Patten	new construction
22855	30-Nov-20	262 Dalhousie Street	new construction
22215	30-Nov-20	730 Front Road North	new construction
22842	1-Dec-20	502 Caldwell	new construction
22360	2-Dec-20	542 Gold Coast Drive	new construction
22852	7-Dec-20	363 Lavers	new construction
22849	8-Dec-20	257 Mullen	new construction
22874	16-Dec-20	155 Lambert	new construction
22868	16-Dec-20	501 Caldwell Court	new construction

Water Meters - Replacements

WO#	Date	Address	Comments
21806	3-Jan-20	348 Cedar Ridge	replaced water meter
21506	7-Jan-20	301 Sandwich St. S.	replaced water meter
21950	7-Jan-20	36 Balaclava St. North	replaced water meter
21854	29-Jan-20	114 Lakewood	replaced water meter
21863	4-Feb-20	34 Sandwich St. South	replaced water meter
21889	21-Feb-20	343 Simcoe St.	replaced water meter
21898	21-Feb-20	205 Girard St.	replaced water meter

21883	4-Mar-20	4410 Concession 4 N.	replaced water meter
21970	12-Mar-20	593 Front Road North	replaced water meter
21966	23-Mar-20	9506 Malden Road	replaced water meter
22059	30-Mar-20	3466 North Malden	replaced frozen water meter
22087	20-Apr-20	13121 Concession 13	replaced frozen water meter
22257	29-Jun-20	1440 Front Road South	replaced water meter
22264	9-Jul-20	263 George St.	replaced water meter
22263	9-Jul-20	246 Dalhousie St.	replaced water meter
22391	29-Jul-20	104 Illinois	replaced water meter
22397	29-Jul-20	585 Lakeside Drive	replaced water meter
22458	4-Aug-20	248 Ramsay St.	replaced water meter
22265	6-Aug-20	5041 County Road 20	replaced water meter
22267	13-Aug-20	205 Girard St.	replaced water meter
22271	14-Aug-20	299 Richmond Street	replaced water meter
22270	14-Aug-20	287 Murray St.	replaced water meter
22269	14-Aug-20	206 Dalhousie Street	replaced water meter
22272	19-Aug-20	202 Dalhousie Street	replaced water meter
22116	19-Aug-20	108 Murray Street	replaced water meter
22485	19-Aug-20	162 Dalhousie Street	replaced water meter
22276	20-Aug-20	53 Laird Avenue South	replaced water meter
22275	20-Aug-20	63 Laird Avenue South	replaced water meter
22492	24-Aug-20	8040 Gardiner	replaced water meter
22488	24-Aug-20	82 Rankin	replaced water meter
22489	25-Aug-20	23 Vermont	replaced water meter
22504	31-Aug-20	11 Ventnor	replaced water meter
22520	1-Sep-20	30 Hilton Court	replaced water meter
22523	2-Sep-20	11 Oxford Crescent	replaced water meter
22287	3-Sep-20	1080 Union Street	replaced water meter
22289	3-Sep-20	15445 County Road 8	replaced water meter
21905	9-Sep-20	6952 Essex Road 50	replaced water meter
22583	15-Sep-20	36 Laird Avenue North	replaced water meter
22601	21-Sep-20	349 Lakewood	replaced frozen water meter
22603	23-Sep-20	347 Cedar Ridge Ave.	replaced water meter
22612	24-Sep-20	380 Simcoe Street	replaced water meter
22129	25-Sep-20	6490 Concession 6 N.	replaced water meter
22614	28-Sep-20	47 Laird Avenue S.	replaced water meter
22298	28-Sep-20	125 Hunter	replaced water meter
22625	28-Sep-20	114 Lakewood	replaced water meter
22624	28-Sep-20	225 Fort Street	replaced water meter
22613	28-Sep-20	48 Victoria St. N.	replaced water meter
21913	29-Sep-20	279 Alma St.	replaced water meter
21914	29-Sep-20	252 Brock St.	replaced water meter
22630	1-Oct-20	22 Kentucky	replaced water meter
22409	1-Oct-20	1484 Front Road South	replaced 1" meter with 3/4" meter
21922	14-Oct-20	864 Alma Street	replaced water meter
21921	14-Oct-20	70 Maple	replaced water meter
21923	14-Oct-20	47 Bertrand	replaced water meter
21924	14-Oct-20	43 Bertrand	replaced water meter
21931	3-Nov-20	4410 Concession 4 N.	replaced water meter
22772	3-Nov-20	330 Hawthorn	replaced water meter
21933	4-Nov-20	8560 Middle Sideroad	replaced water meter
21934	4-Nov-20	8330 Middle Sideroad	replaced water meter
22794	9-Nov-20	8010 Middle Sideroad	replaced water meter
22793	9-Nov-20	5341 Middle Sideroad	replaced water meter
22795	9-Nov-20	6923 Concession 6 N.	replaced water meter
21941	19-Nov-20	931 Front Road North	replaced water meter
22826	20-Nov-20	256 Golfview	replaced water meter
22833	2-Dec-20	8896 Concession 8 N.	replaced water meter
21944	7-Dec-20	152 Grant	replaced water meter
22871	11-Dec-20	144 Virginia	replaced water meter
21185	5-Jul-20	2261 Gesto Road	replaced water meter



Annual Summary Report

March 15, 2021

Antonietta Giofu
Director of Engineering & Public Works
Corporation of the Town of Amherstburg
P.O. Box 159
271 Sandwich St. S,
Amherstburg, Ontario
N9V 2Z3

Dear Mrs. Giofu:

Re: Safe Drinking Water Act. O. Reg. 170/03 Schedule 22 Summary Report

Enclosed is the 2020 Summary Report for the Amherstburg Water Treatment Plant. This report has been completed based on the information obtained from the water treatment plant records and in accordance with Schedule 22 of O. Reg. 170/03, under the Safe Drinking Water Act, which requires a Summary Report to be prepared not later than March 31st of each year for the preceding calendar year. This report covers the period of January 1, 2020 to December 31, 2020.

Please remember that any Orders that you have received directly from the MECP should be reviewed. Where non-compliance with the Order is evident and it is not included in the attached 2020 Summary Report, then we recommend that this information be added to the Summary Report. Note: Schedule 22-2 (a) specifies that the summary report is given to, in the case of a drinking water system owned by a municipality, the members of the municipal council for the Town of Amherstburg, and is not intended for distribution to the Ministry of the Environment.

After your review and inclusion of any additional information, this Summary Report is to be provided to the members of the municipal council. Please ensure this distribution.

Section 12 of O. Reg. 170/03, requires the Summary Report be made available for inspection by any member of the public during normal business hours, without charge. The report should be made available for inspection at the office of the municipality, or at a location that is reasonably convenient to the users of the water system.

Please find enclosed report. If you have any questions, please feel free to contact Senior Operations Manager, Dan Rawlins or myself at (519) 965-9647.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kass Bowden', with a horizontal line underneath.

Kass Bowden
Process & Compliance Technician
Amherstburg/LaSalle Cluster (Essex Region)
Ontario Clean Water Agency

cc: Dan Beaulieu, Manager of Environmental Services, Town of Amherstburg
Dave Jubenville, Regional Manager, OCWA
Dan Rawlins, Senior Operations Manager, OCWA
Terry Korman, Safety, Process & Compliance Manager, OCWA

This report is a summary of water quality information for the Amherstburg WTP, published in accordance with Schedule 22 of Ontario’s Drinking-Water Systems Regulation for the reporting period of January 1, 2020 to December 31, 2020. The Amherstburg WTP is categorized as a Large Municipal Residential Drinking Water System.

This report was prepared by The Ontario Clean Water Agency on behalf of The Corporation of the Town of Amherstburg.

The report must,

- (a) list the requirements of the Act, the regulations, the system’s approval and any order that the system failed to meet at any time during the period covered by the report and specify the duration of the failure; and
- (b) for each failure referred to in clause (a), describe the measures that were taken to correct the failure.

Table 1 lists the non-compliance with the Safe Drinking Water Act, Regulation 170/03, PTTW, MDWL and DWWP during 2020 for the Amherstburg WTP.

Table 1

Drinking Water Legislation	Requirement(s) the system failed to meet	Measures taken to correct the failure	Status (complete or outstanding)
N/A		There were no known Non-compliances for 2020	

The report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system:

- 1. A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows and daily instantaneous peak flow rates.

Please find below on page 2, the quantities and flow rates of the water withdrawn from the Detroit River and treated/distributed from the Amherstburg WTP during 2020.

- 2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system’s approval.

By comparison found in table 2, the raw water and treated water flows did not exceed the legislative requirement. The treated flow was 71% of the rated capacity for the reporting period.

Table 2

Flow	Requirement	Rated Capacity	Maximum Flow Rate Obtained	Date of the Maximum Flow
Raw Flow	Permit to Take Water (#4844-AY7KHA)	22,900,000 L/d	15,090,000 L/d	July 2020
		15,903 L/min	13,162 L/min	June 2020
Treated Flow	MDWL #026-101	18,184 m3/d	13,068 m3/d	July 2020

Facility Flow Summary

Drinking-Water System Number: 210000149
Drinking-Water System Name: AMHERSTBURG DRINKING WATER SYSTEM
Drinking-Water System Owner: Title Holder: Municipality
Drinking-Water System Category: Large Municipal Residential
Municipal Drinking Water License: 026-101
Period being reported: January-20 December-20

Month	Raw Water					Treated Water		
	Monthly Flow Total (m3/month)	Daily Flow Average (m3/day)	Daily Flow Maximum (m3/day)	Daily Flow Peak Flow Rate (L/min)	Number of Days of Water Taking	Monthly Flow Total (m3/month)	Daily Flow Average (m3/day)	Daily Flow Maximum (m3/day)
Jan	211305.00	6816.29	7575.00	5689.00	31	199204.00	6425.94	7224.00
Feb	193442.00	6670.41	7577.00	5475.00	29	185435.00	6394.31	7136.00
Mar	216740.00	6991.61	7565.00	6278.00	31	206650.00	6666.13	7229.00
Apr	214533.00	7151.10	8000.00	6179.00	30	205061.00	6835.37	7627.00
May	255069.00	8228.03	10750.00	7867.00	31	247588.00	7986.71	10164.00
Jun	319743.00	10658.10	14030.00	13162.00	30	314911.00	10497.03	13041.00
Jul	317697.54	10248.31	15090.00	10507.00	31	316077.00	10196.03	13068.00
Aug	306712.00	9893.94	11986.00	8840.00	31	300696.00	9699.87	11483.00
Sep	253466.00	8448.87	10900.00	7695.00	30	248557.00	8285.23	9428.00
Oct	241646.00	7795.03	10120.00	7181.00	31	227769.00	7347.39	8489.00
Nov	217584.00	7252.80	8100.00	6154.00	30	207175.00	6905.83	8455.00
Dec	231259.00	7459.97	8450.00	6614.00	31	215684.00	6957.55	7570.00
Total	2979196.54	97614.46	120143.00	91641.00	366	2874807.00	94197.39	110914.00
Avg	248266.38	8134.54	10011.92	7636.75	31	239567.25	7849.78	9242.83
Max	319743.00	10658.10	15090.00	13162.00	31	215684.00	10497.03	13068.00

Report Submitted By: Kass Bowden
Process & Compliance Technician
Amherstburg/LaSalle Cluster (Essex Region)
Ontario Clean Water Agency

Signature:  _____ **Date** March 15 2021 _____

Received By: _____

Signature _____ **Date** _____

Confirmed By Resolution of Council:

Signature _____ **Date** _____



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: Giovanni (John) Miceli	Report Date: March 19, 2021
Author's Phone: 519 736-0012 ext. 2228	Date to Council: April 12, 2021
Author's E-mail: jmiceli@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Information update – Radon Gas mitigation

1. **RECOMMENDATION:**

It is recommended that:

1. The report dated March 19, 2021 from the Chief Administrative Officer, regarding Radon Gas mitigation, **BE RECEIVED for information.**

2. **BACKGROUND:**

At the February 8, 2021 regular Council meeting, Council had discussion with respect to an email received regarding a radon gas concern within the Town of Amherstburg and further requested that the concern be raised to the County.

3. **DISCUSSION:**

Further to discussion with the County, Administration has been advised that the Windsor Essex County Health Unit (WECHU) conducted a promotional awareness campaign in our region from 2015 – 2018. The data collected in that time provided valuable local evidence to drive policy advocacy initiatives. In the last few years, the WECHU has worked with the Sun Parlour Chapter of the Ontario Building Officials Association (OBOA) on the following:

1. Changes to municipal building code and by-laws to include rough-ins for radon mitigation systems in all new residential builds;
2. Radon testing in municipally-owned public buildings or buildings with on-site municipal stall;

3. Partnering with school boards, licensed child care centres, and public libraries to encourage radon testing.

At this time the Ontario Building Code does not mandate radon gas mitigation measures Province wide, with the exception of three communities, City of Elliot Lake, Township of Faraday, and Township of Hyman.

Information on this and other mitigation options have been summarized in a letter from the Chief Building Official, Angelo Avolio (Appendix A).

4. RISK ANALYSIS:

This report is an information report and presents no risk to the municipality. It would be beneficial for the municipality to send correspondence to the Ministry of Municipal Affairs and Housing supporting any changes to the Ontario Building Code (OBC) in regards additional measures to provide protection from risks associated with Radon Gas through construction practices.

5. FINANCIAL MATTERS:

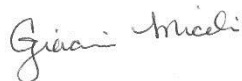
There are no financial implications to this information report

6. CONSULTATIONS:

Rob Maisonville, Former CAO – County of Essex
Windsor Essex County Health Unit
Angelo Avolio, CBO – Town of Amherstburg

7. CONCLUSION:

Radon is a naturally occurring radioactive gas that can be dangerous to your health if exposed to high levels over an extended period of time. Until such time as the Ontario Building Code is amended to mandate radon gas mitigation measures be included on all new builds, it is incumbent upon all home owners to test for radon and if needed, take the necessary mitigation measures.



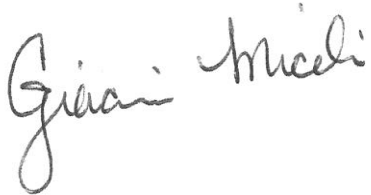
Giovanni (John) Miceli
Chief Administrative Officer

Document Title:	Information update - Radon Gas mitigation.docx
Attachments:	- RADON LETTER-CAO.pdf
Final Approval Date:	Mar 29, 2021

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



Cheryl Horrobin



John Miceli



Paula Parker



The Corporation of The Town of Amherstburg

271 SANDWICH ST. SOUTH
AMHERSTBURG, ONTARIO
N9V 2A5

BUILDING DEPARTMENT
BUS (519) 736-5408
FAX (519) 736-9859
Website: www.amherstburg.ca

ANGELO AVOLIO
Chief Building Official

Email: aavolio@amherstburg.ca

March 10, 2021

Re: Radon

Radon is a natural occurring gas that is formed by the breakdown of uranium in soil, rock and water. It is a radioactive gas that cannot be detected by any of the senses. When radon enters a house or any enclosed space it can accumulate to a high concentrated level that can be a health concern. It can enter in the house through cracked foundation, floor slab or any other penetrations through the building envelope below the ground level.

The Ontario Building Code in Part 3 outlines three areas in Ontario that contain a high level of radon which requires the construction to be designed to reduce concentration of radon to not exceed 200 Bq/m³. The communities are the City of Elliot Lake, Township of Faraday, and Township of Hyman.

The Windsor Essex County Health Unit conducted radon testing in 2015 to 2018 in our area. The report indicates that Amherstburg radon levels were the highest in the area at a reading of 119.80 Bq/m³ and Windsor with the lowest reading at 94.1 Bq/m³. In both of these levels, they are substantial lower than the required threshold outlined in the Building Code of 200 Bq/m³.

The Building Code does however outlines "rough in" options that can be installed at the time of construction. The rough in option allows to have a depressurization equipment (fan) installed if the radon level is determine to be at high levels. The rough in option is not mandatory by the Building Code.

Windsor Essex is unique in that the drainage around concrete footings is very different from the rest of the Province. The installation of the footing requires a continuous footing drain on the exterior of the footing however this area also installs the footing drain on the interior of the footing. This allow drainage under the basement slab to drain to the sump pit and then pump to the exterior. This interior drain tile can also be the

rough in for radon venting. Every residential home constructed in the last 25 years has been constructed in this way. This is very advantageous because the drain tile terminates at the sump pit. The Building Code requires that the sump pit lid be sealed. There are product on the market that consist of a 3" vent off the seal sump pit lid that is used to vent for radon gas. The vent pipe would have to vent directly to the exterior. This is a simple and inexpensive method of venting for radon. The installation of the depressurization equipment can easily be installed in the vented pipe. The photo below illustrates the sump pump discharge pipe along with a 3" vent pipe for radon venting.



If homeowners are concerned with radon within their home, test kits can be obtained from your local hardware store. As outline previously, radon venting is not required by building code unless you are in the three communities listed above.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Avolio', with a long horizontal line extending to the right.

Angelo Avolio CBCO
Chief Building Official
Town of Amherstburg

**Ministry for
Seniors
and Accessibility**

**Ministère des Services
aux aînés et de
l'Accessibilité**



Minister

Ministre

College Park
777 Bay Street
5th Floor
Toronto ON M7A 1S5

College Park
777, rue Bay
5th Floor
Toronto ON M7A 1S5

March 9, 2021

Giovanni (John) Miceli
Town of Amherstburg
271 Sandwich Street/Rue South/Sud
Amherstburg, ON N9V 2A5

Dear Giovanni (John) Miceli:

Re: Inclusive Community Grants Program
TPON Case #: 2020-12-1-1468649759

Congratulations, I am pleased to inform you that your application to the Inclusive Community Grants Program has been approved for up to \$60,000 in funding, pending finalization of an agreement between your organization and the Ministry for Seniors and Accessibility.

Please do not make any public announcements related to this funding until ministry staff contact you to finalize your funding agreement with the ministry.

I would also like to remind you that all grant funded programs need to be run in accordance with provincial and local public health guidelines.

I am inspired by your organization's values, dedication and support of seniors and accessibility in Ontario and I wish you much success with your programs.

Yours truly,

A handwritten signature in black ink that reads "Raymond Cho".

c: Taras Natyshak, MPP (Essex)

From: Ontario News <newsroom@ontario.ca>

Sent: April 6, 2021 2:44 PM

To: maziakdawn@gmail.com

Subject: Ontario Supporting Inclusive Communities for All Ages and Abilities



News Release

Ontario Supporting Inclusive Communities for All Ages and Abilities

April 6, 2021

Province's investment will help people participate and stay connected to their neighbourhoods

TORONTO — The Ontario Government is investing \$2.9 million through the Inclusive Community Grants program to support 55 diverse community projects that will keep people of all ages and abilities healthy and engaged across the province. This funding will help municipal partners, Indigenous groups and community organizations strengthen and build more inclusive communities.

"These projects will make a huge difference in the quality of life for older adults and people with disabilities," said Raymond Cho, Minister for Seniors and Accessibility. "Through the Inclusive Community Grants we are taking steps to ensure that municipalities and local organizations are able to make our communities more inclusive and accessible - it's a great example of what we can achieve when we work together!"

Projects being supported by this year's Inclusive Community Grants include:

- Making public buildings and outdoor spaces more accessible in 13 rural communities in Haliburton-Kawartha Lakes-Brock;
- Accessibility upgrades for public beach access in Kenora;
- Establishing an Age-Friendly Francophone community in London;
- Wellness outreach and service referrals for rural seniors in Sudbury-St. Charles;
- Refresher driving courses for seniors in Chatham-Kent; and
- Culturally appropriate resources (medicine to pray, smudge and wear) for Haudenosaunee Elders at Six Nations.

Municipalities and local organizations across Ontario can receive up to \$60,000 through Inclusive Community Grants for projects that foster inclusive community involvement for older adults and people of all abilities, using the province's age-friendly community planning guide.

The program is part of the government's plan to help older adults and people with disabilities become more active in their local communities.

QUICK FACTS

- Fifteen per cent of Ontarians have a disability and this number will increase as the population ages.
- By 2023, there will be 3 million Ontarians over the age of 65 - older adults are the province's fastest growing demographic.
- Inclusive and Age-Friendly Communities work to promote accessibility, safety and active living for older adults and people with disabilities.

ADDITIONAL RESOURCES

- [Community Support for Seniors](#)
- [Accessibility in Ontario](#)
- [Age-Friendly Communities Planning Guide](#)

CONTACTS

Elric Pereira
Minister's office

Elric.Pereira@ontario.ca

Media Desk

Communications Branch

MSAA.Media@ontario.ca

Ministry of Seniors and Accessibility

<https://www.ontario.ca/msaa>

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99 Wellesley Street West 4th floor, Room 4620 Toronto ON M7A 1A1

April 6, 2021

good afternoon ms. Parker,

would you please place this correspondence on the next council meeting agenda, with the exception of my private information: my email address. thank you.

Members of Council:

It has now been one year since I emailed all members of council to request that council consider creating a protocol to answer inquiries from taxpayers and media.

I explained that, on occasion, information was not relevant or it was unclear who would answer a request for information.

CAO Miceli replied and advised the Town is in the process of creating a Routine Disclosure and Active Dissemination Policy and that I might wish to review the policy when it appears on the agenda for Council's consideration and approval in the near future.

To date, such a policy has not been created.

Since my initial request, in response to an inquiry to Mayor DiCarlo, I was advised the appropriate avenue is through a written inquiry to Windsor Police.

On another occasion, Windsor Police advised a form freedom of information was required.

A formal request for the Windsor Police proposal in June 2018 resulted in an Appeal with the Information and Privacy Commission issuing a June 2020 Order to release all but two pages of the 131-page document.

Once again, I request council adopt the Information and Privacy Commissioner recommended Routine Disclosure and Active Dissemination Policy, revised in 1998.

In the spirit of accountability and transparency, it is my opinion that not every request needs to be a formal freedom of information request.

Sincerely,

Linda Saxon

Ministry of the Solicitor General

Office of the Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

Ministère du Solliciteur général

Bureau du commissaire des incendies
et de la gestion des situations
d'urgence

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1143



March 30, 2021

Your Worship Aldo DiCarlo
Town of Amherstburg
271 Sandwich Street S.
Amherstburg, ON N9V2A5

Dear Mayor:

As the Chief of Emergency Management for Ontario, it is incumbent on me to monitor, coordinate and assist municipalities with their respective municipal emergency management programs in accordance with the Emergency Management and Civil Protection Act (EMCPA). To confirm municipalities are in compliance with the EMCPA, every municipality in Ontario submits a compliance package to Emergency Management Ontario on a yearly basis.

Emergency Management Ontario (EMO) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and have determined that your municipality was compliant with the EMCPA in 2020.

The safety of all our citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. We congratulate you on your municipality's efforts in achieving compliance in 2020. I look forward to continuing to work with you to support your continued compliance on an ongoing basis.

If you have any questions or concerns about this letter, please contact our Emergency Management Field Officer assigned to your Sector; their contact information is below.

Name: Christopher Pape
Email: Christopher.Pape@ontario.ca
Phone: 519-854-6595

Sincerely,

Teepu Khawja
Assistant Deputy Minister and Chief, Emergency Management

cc: Bruce Montone - CEMC
Christopher Pape - Field Officer - St.Clair Sector



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

SENT VIA EMAIL

March 25, 2021

The Right Honourable Justin Trudeau, MP
Prime Minister of Canada
Langevin Block
Ottawa, Ontario K1A 0A2

Prime Minister:

RE: Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)

At its Regular Meeting held on March 8, 2021 Council of the Town of Kingsville passed the following Resolution:

"205-2021

Moved By Councillor Thomas Neufeld, **Seconded By** Councillor Larry Patterson

A Resolution concerning Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), specifically Amendment 26, Section (58.01 (1-8), Conditions-by-law.

WHEREAS municipalities have never been responsible for gun control laws in Canada;

AND WHEREAS law abiding Kingsville residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications;

AND WHEREAS illegal gun owners and smugglers do not respect postal codes;

AND WHEREAS if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws;

AND WHEREAS a municipal ban would be difficult to enforce and easy to get around.

NOW THEREFORE BE IT RESOLVED that The Corporation of the Town of Kingsville is OPPOSED to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to the following public officials: MP Chris Lewis-Essex, MPP Taras Natyshak-Essex, Premier of Ontario The Honourable Doug Ford, Leader of the Official Opposition Andrea Horwath, Prime Minister of Canada The Honourable Justin Trudeau, and Leader of Official Opposition The Honourable Erin O'Toole."

..2/

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

Yours very truly,



Sandra Kitchen
Deputy Clerk-Council Services
Legislative Services Department
skitchen@kingsville.ca

cc: Hon. Doug Ford, Premier
cc: Hon. Andrea Horwath, Official Leader of the Opposition
cc: Hon. Erin O'Toole, Official Leader of the Opposition
cc: MP Chris Lewis- Essex
cc: MPP Taras Natyshak-Essex
cc: Hon. Bill Blair, Minister of Public Safety and Emergency Preparedness
cc: MP Shannon Stubbs
cc: Mayor Aldo DiCarlo, Town of Amherstburg
cc: Mayor Larry Snively, Town of Essex
cc: Mayor Tom Bain, Town of Lakeshore
cc: Mayor Marc Bondy, Town of LaSalle
cc: Mayor Hilda MacDonald, Municipality of Leamington
cc: Mayor Gary McNamara, Town of Tecumseh
cc: all Municipalities in Ontario

premier@ontario.ca
horwatha-qp@ndp.on.ca
erin.otoole@parl.gc.ca

**CITY HALL
WINDSOR, ONTARIO
N9A 6S1**

Phone: (519)255-6211

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

**City Council
Decision
Monday, March 8, 2021**

Moved by: Councillor Sleiman
Seconded by: Councillor Bortolin

Decision Number: CR91/2021 ETPS 809

That Report No. 108 of the Windsor Essex County Environment Committee – Letter to Irek Kusmierczyk, MP regarding the commitment to tree planting in communities indicating:

That as the Provincial Government cut funding for the planting of trees in Ontario and as the Federal Government made a commitment to make funding available to plant trees in Windsor-Essex County, that a letter **BE SENT** to Irek Kusmierczyk, Member of Parliament to request funding for the planting of trees in Windsor-Essex County.

BE APPROVED.

Carried.

Report Number: SCM 61/2021 & SCM 45/2021
Clerk's File: MB2021 8.10

Steve Vlachodimos

Deputy City Clerk/Senior Manager of Council Services
March 31, 2021

**CITY HALL
WINDSOR, ONTARIO
N9A 6S1**

Phone: (519)255-6211

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

**City Council
Decision
Monday, March 8, 2021**

Moved by: Councillor Sleiman
Seconded by: Councillor Bortolin

Decision Number: CR92/2021 ETPS 810

That Report No. 109 of the Windsor Essex County Environment Committee – To support the Windsor Essex Solid Waste Authority Regional Organic Waste Plan indicating:

That the Windsor Essex County Environment Committee recommends that the initiative by the Windsor Essex County Solid Waste Authority to develop and implement a regional food and organics waste management plan **BE SUPPORTED** by all municipalities in Windsor-Essex, and further, that correspondence **BE SENT** to each member municipality as well as the County of Essex to provide notification of this initiative.

BE APPROVED.

Carried.

Report Number: SCM 62/2021 & SCM 47/2021
Clerk's File: MB2021 8.11

Steve Vlachodimos

Deputy City Clerk/Senior Manager of Council Services
March 31, 2021



CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY RD.
NEW LISKEARD, ON P0J1P0
(t) 705-647-5439 (f) 705-647-6373
www.hudson.ca admin@hudson.ca

March 31st, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Attention: Premier Ford

RE: Support for Fire Departments

At the Township of Hudson's Regular Meeting of Council held on Wednesday March 3rd, 2021, the following resolution 2021-049 was put forward and passed:

WHEREAS the role of Ontario's 441 fire departments and their approximate 30,000 full, part-time, and volunteer firefighters is to protect Ontarians and their property; and

WHEREAS according to the Ontario Fire Marshal and Emergency Management's latest data, in Ontario there was over 11,000 number of loss fires, 9,500 no loss fires, 784 injuries, 91 fatalities, and over \$820 million dollars of estimated loss in 2018; and

WHEREAS fire emergencies only make up a portion of the total calls for help received by fire and emergency service departments as they respond to nearly every public emergency, disaster, or 9-1-1 call; and

WHEREAS Ontario's fire department infrastructure deficit continues to grow annually and is almost entirely borne by the municipality and local taxpayers with the majority having populations under 25,000; and

WHEREAS due to antiquated structures and equipment that do not meet current industry standards the safety of the Ontario public and Ontario firefighters is being jeopardized;

NOW THEREFORE the Council of the Corporation of the Township of Hudson resolves as follows:

1. **THAT** the Federal and Provincial Government includes apparatuses, training, equipment and structures for fire departments as eligible categories to any further infrastructure programs which will not only provide immediate stimulus to the local, provincial and federal economies given current economic uncertainty but also ensure the safety of Canadians and dedicated firefighters; and

2. **THAT** this resolution be forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Laurie Scott, Minister of Infrastructure, local MPP, local MP, the Ontario Fire Marshal, Jon Pegg, the Ontario Association of Fire Chiefs, and all Ontario Municipalities.

Please accept this for your consideration and any necessary action.

Sincerely,

A handwritten signature in black ink, appearing to read "Jordan Kemp". The signature is stylized with a large initial "J" and a long, sweeping underline.

Jordan Kemp
Clerk-Treasurer
Township of Hudson



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

March 31, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
17th Floor, 777 Bay Street
Toronto ON M5G 2E5

Dear Mr. Clark:

This is to advise that City Council, at a meeting held on March 22, 2021, passed the following resolution regarding Planning Act Timelines:

“WHEREAS the City of Kitchener, like many Ontario municipalities, is experiencing significant growth; and,

WHEREAS the City of Kitchener has conducted extensive work through its Development Services Review to remove red tape and improve public engagement; and,

WHEREAS the Province of Ontario's Planning Act provides a legislative framework for processing development applications including established timeframes which permit applicants to appeal to the Local Planning Appeal Tribunal if a Council fails to make a decision within a prescribed timeline; and,

WHEREAS the passing of Bill 108 in 2019 reduced the timelines for processing development applications before they can be appealed to the Local Planning Appeals Tribunal (LPAT) for a non-decision from those outlined in Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017 as follows:

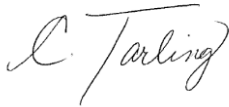
- from seven months (210 days) to four months (120 days) for Official Plan amendments;
- from five months (150 days) to three months (90 days) for Zoning By-law amendments; and
- from six months (180 days) to four months (120 days) for Plans of Subdivision; and

WHEREAS the shortened timeframes create unreasonable pressures on municipalities, even outside the context of navigating city business in a global pandemic, and result in reduced opportunities for meaningful public engagement and limited time for the public to provide written submissions on a development application;

THEREFORE BE IT RESOLVED that Kitchener City Council urge the Province of Ontario to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the Local Planning Appeals Tribunal and to return to the timelines that were in effect under Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017;

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Ontario Minister of Municipal Affairs and Housing, to the local MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

- c: Honourable Tim Louis, M.P.
- Honourable Raj Saini, M.P.
- Honourable Marwan Tabbara, M. P.
- Honourable Bardish Chagger, M.P.
- Honourable Bryan May, M.P.
- Honourable Amy Fee, M.P.P.
- Honourable Catherine Fife, M.P.P.
- Honourable Belinda Karahalios, M.P.P.
- Honourable Mike Harris, M.P.P.
- Honourable Laura Mae Lindo, M.P.P.
- Bill Karsten, President, Federation of Canadian Municipalities
- Monika Turner, Association of Municipalities of Ontario
- Rosa Bustamante, Director, Planning, City of Kitchener
- Ontario Municipalities

"Via Email: premier@ontario.ca

March 29, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON
M7A 1A1

Dear Premier Ford:

Re: MeeQuam Youth Residence Closure

This will serve to advise you that Council, at its regular meeting held Tuesday, March 23rd, 2021, passed the following resolution:

"Resolution No. 83-2021

Moved By: Todd Calaezzi

Seconded By: Robert Hutchinson

WHEREAS the Ontario Government announced the closure of 26 youth justice facilities; and

WHEREAS the MeeQuam Youth Residence in Cochrane is one of the facilities that will be closing effective April 30; and

WHEREAS children aged 12 to 17 from the northeastern communities will be impacted by this closure. These are children who have increased needs yet limited access to much needed set of services and support that assist them with their transition to productive and flourishing adulthood; and

WHEREAS with the closure of the MeeQuam Youth Residence, these vulnerable children will find themselves in a facility hundreds and thousands of kilometers away from their community and their families; and



THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Cochrane requests that the Province of Ontario reverse their decision to close the youth justice facility in Cochrane, known as MeeQuam Youth Residence, as these vulnerable children need to be as close as possible to their families and communities.

BE IT FURTHER RESOLVED THAT this Resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Todd Smith, Minister of Children, Community and Social Services; Honourable Sylvia Jones, Minister of Indigenous Affairs; and all municipalities within the Province of Ontario.

Carried"

Your attention to this matter is greatly appreciated!

Yours Truly,

THE CORPORATION OF THE TOWN OF COCHRANE



Alice Mercier
Clerk

/am

c.c.: Hon. Todd Smith, Minister of Children, Community and Social Services
Hon. Sylvia Jones, Minister of Indigenous Affairs
All Municipalities within the Province of Ontario
Charlie Angus, MP, Timmins – James Bay
John Vanthof, MPP, Timiskaming – Cochrane

March 28, 2021

Time Sensitive....Health Canada Cannabis Consultation Open for comment until May 7/21

Attention : Clerks, Kindly share with your Mayor, Councillors and staff and place on your agenda for review and action by all.

Hello Municipalities,

Great news! Health Canada has invited Canadians and Municipalities to share their perspectives on the factors that may be considered for refusal or revocation of a cannabis registration on public health and public safety grounds. Get your municipal comments in before closing on May 7 2021.

Why participate? Health Canada has seen a concerning trend with the size of certain personal and designated cannabis growing sites and issues associated with them.

Over the last year, OPP, York Regional Police and other police forces across Ontario have reported on the abundance of illicit grow ops run by criminal organizations who are exploiting Health Canada's cannabis rules and regulations. The threat to the personal health and safety of residents across Ontario is significant and should not be underestimated.

Here is a link for a great OPP video that explains the significant risks :

[OPP PROVINCIAL ENFORCEMENT TEAM TACKLES ILLEGAL CANNABIS MARKET - YouTube](#)

Here are two links for further evidence of the significant risks to public health and safety :

[York police seize roughly \\$150M worth of illegal pot, firearms and exotic animals in drug bust | CTV News](#)

[OPP say police have dismantled 52 illegal cannabis production sites since July - Kingston | Globalnews.ca](#)

Having completed previous Federal Cannabis consultations, I suggest you choose the email response so that you can express your concerns. The online form really does not allow you to comment to the issues you are each facing. We all have cannabis problems but different problems.

The link for Health Canada consultation is here:

[Consultation on guidance on personal production of cannabis for medical purposes - Canada.ca](#)

Please also let your residents know about this opportunity.

Thanks kindly,
Debbie France
A resident of Norfolk County

Good afternoon,

Please see the resolution below passed by Orangeville Council on March 22, 2021.

2021-116

WHEREAS the purpose of the Planning Act is to promote sustainable economic development in a healthy natural environment and to provide for a land use planning system led by provincial policy; and,
WHEREAS The requirement for all decision-makers under the Planning Act to make decisions in a manner that is consistent with the Provincial Policy Statement is longstanding and necessary for good planning, environmental, societal and health outcomes;

THEREFORE BE IT RESOLVED THAT The Minister of Infrastructure and the Minister of Municipal Affairs and Housing be requested to withdraw Schedule 3 from Bill 257;
and THAT a copy of this resolution be circulated to the Premier, MPP Sylvia Jones, Minister of Municipal Affairs and Housing, Minister of Infrastructure, Credit Valley Conservation, and all Ontario municipalities.

Result: Carried

Thanks,

Tracy Macdonald | Assistant Clerk | Corporate Services
Town of Orangeville | 87 Broadway | Orangeville ON L9W 1K1
519-941-0440 Ext. 2256 | Toll Free 1-866-941-0440 Ext. 2256
tmacdonald@orangeville.ca | www.orangeville.ca



Dear Paula Parker, Town of Amherstburg

On behalf of Cathy Seguin, President of the Ontario Recreation Facilities Association (ORFA), I would respectfully request consideration for the following "Open Letter" to be added as correspondence to the next Mayor and Council agenda for awareness.

As we are all aware, the COVID-19 pandemic has created unprecedented challenges for all communities and has required a flexible and responsive approach. Over the past year, we have witnessed the vital role that recreation facility professionals, and recreation infrastructure (indoor and outdoor), play in our communities. While following public health guidance, providing even limited access to recreation has allowed our community residents to stay connected, support their physical and mental health, and hopefully encourages them to view a more positive, post-pandemic future.

Thank you for your consideration of this request.

Best wishes,

A handwritten signature in black ink, appearing to read 'John Milton', with a long horizontal flourish extending to the right.

John Milton

Chief Administrative Officer

OPEN Letter to ORFA Members and Industry Employers

Dear Colleagues,

As we are aware, the pandemic has created unprecedented challenges for all communities and has required a flexible and responsive approach. Over the past

year, we have witnessed the vital role that recreation facility professionals, and recreation infrastructure (indoor and outdoor), play in our communities. While following public health guidance, providing even limited access to recreation has allowed our community residents to stay connected, support their physical and mental health, and hopefully encourages them to view a more positive, post-pandemic future.

You, and your team members, are the reason why great community recreation exists. I hope you will join me in recognizing the recreation facility professionals within your organization and thank them for their commitment and resilience to ensuring safe and enjoyable recreational activities and spaces.

As a member of the Ontario Recreation Facilities Association (ORFA), we continue to support you in your operation and management of your community assets. Since last summer, ORFA has provided its members with timely, current and relevant pandemic-related information. In addition to ORFA's weekly e-news sent to all members, we encourage you to visit www.orfa.com to access other membership benefits, including:

- o COVID-19 Updates and Toolbox including Recreation Facility COVID-19 Re-entering and Reopening Guiding Principles and Best Practices*
- o Events: online self-study and virtual*
- o Professional designations*
- o Facility Forum magazine (print and digital)*
- o Resource Centre (podcasts, webinars, best practice guidelines, discussion board)*
- o Careers (job postings)*

Recreation facility professionals, through education, workplace-specific training, and professional certification, have the requisite skills, enhanced knowledge and empowered attitude to better operate and manage infrastructure in support of safe facilities. Your ORFA membership allows you to invest in yourself, your staff, and your profession.

I wish to close by thanking our 7,000-plus members for providing critically important frontline and management services to our communities and for their

support of corporate, municipal, provincial and federal directives that align in keeping your communities as safe as possible.

The ORFA is here to help. Please reach out to us at anytime!

Sincerely,

*Cathy Seguin, President
Ontario Recreation Facilities Association Inc.*

orfa.com

Ontario Recreation Facilities Association Inc.
1 Concorde Gate, Suite 102, Toronto Ontario, Canada M3C 3N6
Tel.416-426-7062 [Email ORFA](#)

[UNSUBSCRIBE](#)



The Honourable Jonathan Wilkinson
Minister of Environment and Climate Change
House of Commons
Ottawa, ON K1A 0A6
Jonathan.Wilkinson@parl.gc.ca

The Honourable Marie-Claude Bibeau
Minister of Agriculture and Agri-Food
House of Commons
Ottawa, ON K1A 0A6
Marie-Claude.Bibeau@parl.gc.ca

March 19th 2021

Sent via e-mail

Re: Carbon Tax

Please be advised that on March 10th 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Norfolk County Agricultural Advisory Boards letter regarding the application of the carbon tax on primary agriculture producers. It is the recommendation of Norfolk County Council that the Federal Government consider the concerns of the agricultural community and move to exempt all primary agriculture producers from current and future carbon taxes.

Motion #13 – Moved by Netty McEwen, Seconded by Tim Wilkins that Council support item “q)” from Norfolk County regarding Carbon Tax on Agriculture Producers.

Motion Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at ekwarciak@plympton-wyoming.ca.

Sincerely,

Erin Kwarciak
Clerk
Town of Plympton-Wyoming

cc. Association of Municipalities of Ontario
Federation of Canadian Municipalities
Ontario Municipalities

The Corporation of the Town of Plympton-Wyoming

P.O Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0

Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939

March 27, 2021

Dear Honorable Mayor;

June is Awareness Month for Post Traumatic Stress Disorder (PTSD). We respectfully urge you to use the Proclamation below to declare your city support. We have also included the PTSD Assessment form which we urge you to send to heads of your local police services, fire department and hospitals. PTSD can affect all ages, children through to seniors.

Sincerely,

Debbie White

President and Mother of Son with PTSD

PROCLAMATION

June is Awareness Month for

Post Traumatic Stress Disorder (PTSD)
In Recognition of PTSD Awareness

Whereas, June has been declared as PTSD Awareness Month each year around the world; and

Whereas, for centuries we have recognized post traumatic stress disorder; and

Whereas, PTSD can affect all ages, children through to seniors: and

Whereas, treatment for PTSD is available; and

Whereas, it is up to each of us to know that the PTSD Assessment form is a major tool to seek medical assistance; and

Whereas, PTSD Awareness Month urges all to seek help for those who may have PTSD requiring medical assistance; and

NOW THEREFORE, I, Mayor ... of ..., by virtue of the authority vested in me as Mayor of the City of ..., do hereby proclaim June as PTSD Awareness month in our

city and encourage the residents of ... to actively learn about the PTSD Assessment form written by the Centre for PTSD Research as a tool to assist those affected by PTSD to obtain medical assistance.

IN WITNESS THEREOF, I have set my hand and caused the Seal of the City of ... to be affixed this ... day of ..., 2021.

Mayor

AMHERSTBURG COMMITTEE OF ADJUSTMENT

Present: T. Buchanan, A. Campigotto, J. Mailloux, D. Shaw, D. Cozens

Also Present: Frank Garardo, Manager of Planning Services, Kevin Fox, Policy and Committee Coordinator

Absent: N/A

1. Call to Order

The Chair, David Cozens, called the meeting to order at 7:35 a.m. and performed introductions of the Committee members and administration.

2. Roll Call

The Chair completed roll call for the electronic meeting, all members were present.

3. Disclosure of Interest

David Cozens declared a disclosure of interest on application A/07/21.

4. Adoption of Agenda

The agenda was presented for adoption.

Moved by: Anthony Campigotto

Seconded by: Terris Buchanan

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

5. Adoption of Minutes

A motion was put forward to adopt the minutes of January 26, 2021.

Moved by: Josh Mailloux

Seconded by: Anthony Campigotto

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

6. Order of Business

6.1 Application B/08/21 – John Pento – 18 Balaclava St S (Roll No. 3729-260-000-04600)

That the application be deferred to end of meeting due to the applicant not being present at the meeting.

Moved by: Terris Buchanan

Seconded by: Anthony Campigotto

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

6.2 Applications B/06/21, B/07/21 & A/05/21 – Larry & Donna Taylor, c/o Joseph Grondin, Agent – 7397 Concession 7 (Roll No. 3729-620-000-02200)

Public in Attendance: Joseph Grondin, Agent

B/06/21: The applicant is proposing to sever a u-shaped parcel of land with 6.1 m (20 ft) ± frontage by 117.35 m (385 ft) ± depth and an area of 0.19 hectares (0.47 acres) ± for the purpose of a lot addition to merge with 7405 Concession 7. The proposed retained parcel being 384.05 m (1260 ft) ± frontage by 640 m (2100 ft) ± depth has an area of 29.35 hectares (72.53 acres) ±, and is designated Agricultural in the Town’s Official Plan and Zoning By-law.

B/07/21: The applicant is proposing to sever a parcel of land being 73.1 m (200 ft) ± frontage by 117.35 m (385 ft) ± depth with an area of 0.72 ha (1.77 acres) ± which includes a single detached dwelling and one accessory structure which are surplus to the needs of the farming operation. The remaining parcel being 323.1 m (1060 ft) ± frontage by 640 m (2100 ft) ± depth with an area of 28.64 hectares (70.76 acres) ± is vacant agricultural land and is designated Agricultural in the Town’s Official Plan and Zoning By-law.

A/05/21: The applicant is requesting relief from Zoning By-law 1999-52, as amended, Section 26(3)(a)(i) which requires a minimum lot area of 40 hectares in an Agricultural (A) Zone. Subsequent to a severance of a 0.19 hectares (0.47 acres) ± lot addition and a 0.72 ha (1.77 acres) ± surplus dwelling from an existing 29.54 hectares (73 acres) parcel the retained farm parcel will have an area of 28.64 hectares (70.76 acres). Therefore, the amount of relief requested is 11.36 hectares (28.07 acres).

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

- i) Letter dated February 16, 2021 from the Essex Region Conservation Authority 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 7th Concession Road Drain and Bailey Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act.

Our office has reviewed the proposal and has no concerns relating to stormwater management.

With the review of background information and aerial photograph, ERCA has no objection to these applications for Minor Variance and Consent.

- ii) Email dated February 17, 2021 from the Windsor Police Department stating that:
The Windsor Police Service has no objections with the proposed severances and minimum lot area. These changes will not impair police service delivery to the property.
- iii) Email dated February 10, 2021 from the Building division stating that both properties must:
 - *Demonstrate location of septic system. Ensure existing septic system is in working order, provide documentation by a certified qualified septic contractor*
- iv) Email dated February 9, 2021 from the Fire Department indicating no issues.
- v) Email dated February 16, 2021 from the Engineering & Public Works Department indicating the following:
 - *Drainage Apportionment required for the 7th Concession Road Drain North and Long Marsh Drain*
 - *A new access culvert will be required over the 7th Concession Road Drain North to access the retained agricultural land. This will require an engineer's report under the Drainage Act. This process has already been started due to an existing bridge repair and improvement project on the 7th Concession Road Drain North. EPW has previously had discussions with the applicants relating to this condition.*
- vi) Planning Report dated February 11, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. There were none. The Planner, Frank Garardo read the purpose of the application. Joseph Grondin presented the concept of the application. No questions on the applications. Frank Garardo read the conditions of the severances and the applicant acknowledged understanding. The requirement of the condition to require that the septic system be inspected at 7405 Concession 7 was discussed.

The following resolution was put forth:

That application B/06/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; an electronic and paper copy to be provided to the municipality.
2. The applicant submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. Subsection 3 of Section 50 of the Planning Act applies to any subsequent conveyance or transaction of or in relation to the parcels of land being the subject of the consent (severed and retained parcels).
4. That prior to the stamping of deeds the owner is to provide satisfactory evidence that the adjacent parcel is under consolidation relative to the parcels which are the subject of the consent.
5. That all property taxes be paid in full.
6. That the applicant obtain a report from an independent qualified person that the existing private septic system serving the surplus dwelling does not cross the

property lines, that the system is in working order and that its operation will not be affected by the severance, to the satisfaction of the Building Department.

7. That an assessment apportionment for any and all drains affected by the severance be completed in accordance with the provisions of the Drainage Act and that all costs associated with said apportionment be paid by the applicant.
8. That a minor variance be obtained from the provisions of Bylaw 1999-52, as amended, Section 26(3)(a)(i) which requires a minimum lot area of 40 hectares in an Agricultural (A) Zone regarding the retained farm parcel.
9. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Terris Buchanan

Seconded by: Anthony Campigotto

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Sections 6.1.2 and 6.1.2(6) of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lot addition does not remove agricultural land from production.

That application B/07/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; an electronic and paper copy to be provided to the municipality.
2. The applicant submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That an assessment apportionment for any and all drains affected by the severance be completed in accordance with the provisions of the Drainage Act and that all costs associated with said apportionment be paid by the applicant.
5. That the retained farmland to be rezoned to ensure that no new dwelling units shall be permitted and the requirement for this non-development be registered against the title of the property.
6. That the applicant obtain a report from an independent qualified person that the existing private septic system serving the surplus dwelling does not cross the property lines, that the system is in working order and that its operation will not be affected by the severance, to the satisfaction of the Building Department.
7. That should access be required for the retained or severed lot, access be completed in accordance with the provisions of the Drainage Act if it is required to cross a Municipal Drain. If access is required to cross a roadside ditch, it will be completed according to the Town right-of-way policies or permitting policies from the County of Essex, should the ditch be within the County right-of-way. The

access shall be provided to each lot to the satisfaction of the municipality.

8. That a minor variance be obtained from the provisions of Bylaw 1999-52, as amended, Section 26(3)(a)(i) which requires a minimum lot area of 40 hectares in an Agricultural (A) Zone regarding the retained farm parcel
9. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Josh Mailloux
 Seconded by: Don Shaw

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

Reasons of Committee – The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The size and configuration of the severed surplus dwelling lot is appropriate for this severance as it reduces the amount of land taken from the farming operation and does not remove any of the farming drainage tiles from the farming operation.

That application A/05/21 be approved.

Moved by: Terris Buchanan
 Seconded by: Anthony Campigotto

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

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 proposed lot addition and surplus dwelling severances do not remove agricultural land from production.

6.3 Application B/09/21 – David & Susanne Gibson – 1485 Front Rd S (Roll No. 3729-550-000-11400))

Public in Attendance: David Gibson, Applicant

B/09/21: The applicant is proposing to sever a parcel of land being 22.86 m (75 ft) frontage by 45.72 m (150 ft) ± depth with an area of 1045.16 sq m (11,250 sq ft) ± for purposes of creating a new residential building lot. The remaining parcel being 22.86 m (75 ft) frontage by 45.72 m (150 ft) ± depth with an area of 1045.16 sq m (11,250 sq ft) ± is residential land containing one single detached dwelling and one accessory structure. The subject property is zoned Residential Type 1A (R1A) in the Town's Zoning By-Law and designated Low Density Residential in the Town's Official Plan.

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

- i) Letter dated February 16, 2021 from the Essex Region Conservation Authority 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 Detroit River, Big Creek and Mickle Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act.

Our office has reviewed the proposal and has no concerns relating to stormwater management

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to this Consent application.

- ii) Email dated February 17, 2021 from the Windsor Police Department stating that:

The Windsor Police Service has no concerns or objections with the proposed severance as it will not impair police service delivery to the subject properties.

- iii) Email dated February 10, 2021 from the Building Division indicating the following:

- *Provide grading plan*
- *Servicing will be required for severed lot*
- *All permits required for new dwelling*
- *Agreement that accessory structure be moved to proper location and setbacks*

- iv) Email dated February 16, 2021 from the Engineering and Public Works Department indicating the following:

- *Individual water service connection required for new lot.*
- *Sanitary sewer service connections will be required for new lot. The existing sanitary sewer is located on the east side of Balaclava, opposite of the subject parcels. It will be required to drill new service leads beneath Balaclava in order to service the new lots.*
- *The cost of all servicing requirements will be at the expense of the applicant.*
- *Based on the proposal, the new lot will require a new driveway access from Balaclava St.*
- *Any new driveway access must satisfy all Town bylaws and policies regarding sight line, setbacks, widths, etc.*
- *The applicant will be required to obtain a Right-of-Way Permit from EPW according to Town policy for any work required within the limits of the Town right-of-way. All permitting cost will be entirely borne by the applicant.*

- v) Email dated February 9, 2021 from the Fire Department dated indicating no issues.

- vi) Planning Report dated February 11, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. There were none. The Planner, Frank Garardo read the purpose of the application. David Gibson presented the concept of the application. No questions on the application. Frank Garardo read the conditions of the severance and the applicant acknowledged understanding. The requirement of the condition to require that a sanitary sewer connection was discussed, the potential of an existing sanitary connection will be confirmed.

The following resolution was put forth:

That application B/09/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That an access bridge permit must be completed to the two severed properties where one does not exist prior to the issuance of a building permit. If the access is constructed over a municipal drain, it will be completed in accordance with the provisions of the Drainage Act, and if the access is constructed over a roadside drain it will be completed under the supervision of the Town's Manager of Engineering and Operations.
5. That the property owner shall install separate water services, sanitary sewer services, storm water sewer services and utility services, for the proposed new lot in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds, if necessary.
6. That the developer be required to undertake lot grading plans for the severed lot to the satisfaction of the Building Department.
7. That the existing detached accessory structure be demolished or relocated to a location that complies with Zoning By-law 1999-52, as amended.
8. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 per lot.
9. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Josh Mailloux

Seconded by: Anthony Campigotto

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lot provides for infill development that meets the provisions of the Zoning By-law 1999-52, as amended.

6.4 Applications B/11/21 & A/08/21 – John Grima & Danielle Thibert– 1114 Union Street (Roll No. 3729-460-000-18900)

Public in Attendance: John Grima, Applicant and Shawn Barlow, 1110 Dot Street

B/11/21: The applicant is proposing to sever a parcel of land being 17.83 m (58.5 ft) frontage by 35.05 m (115 ft) depth with an area of 625 sq m (6727.5 sq ft) for purposes of creating a new residential building lot. The remaining parcel being 17.83 m (58.5 ft) frontage by 35.05 m (115 ft) depth with an area of 625 sq m (6727.5 sq ft) is vacant residential land. Both the severed and retained parcels will front on a municipal right-of-way, Union Street. The subject property is zoned Residential Type 1A (R1A) in the Town's Zoning By-Law and designated Low Density Residential in the Town's Official Plan. The R1A Zone permits only single detached dwellings and accessory uses.

A/08/21: The applicant is requesting relief from Zoning Bylaw 1999-52, as amended, Section 6(3)(a) which requires a minimum lot area of 900 sq m in a Residential Type 1A (R1A) Zone. Subsequent to a severance both the severed and retained parcels will each have a lot area of 625 sq m (6727.5 sq ft).

The applicant is also requesting relief from Zoning By-law 1999-52, as amended, Section 6(3)(b) which requires a minimum lot frontage of 20 m in a Residential Type 1A (R1A) Zone. Subsequent to a severance the severed and retained parcels will each have a lot frontage of 17.83 m (58.5 ft).

Therefore, the amount of relief requested is 275 sq m (2960 ft) and 2.17 m (7.12 ft) respectively.

The applicant is proposing the construction of a single detached dwelling on each of the severed and retained parcels and does not anticipate any additional relief required.

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

- i) Letter dated February 16, 2021 from the Essex Region Conservation Authority 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 Detroit River. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act. Our office has reviewed the proposal and has no concerns relating to stormwater management.

Our office has reviewed the proposal and has no concerns relating to stormwater management

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to these applications for Minor Variance and Consent.

- ii) Email dated February 17, 2021 from the Windsor Police Department stating that:
The Windsor Police Service has no concerns or objections with the proposed severance and relief required for minimum lot area. The end result will not impair police service delivery to these properties.
- iii) Email dated February 16, 2021 from the Engineering and Public Works Department stating that:
 - *Individual water service connection(s) required for new lots*
 - *Individual sanitary service connection(s) required for new lots*
 - *Driveway access must be off of Union St*
 - *Based on the proposal, the new lot will require a new driveway access from Union St, which is a municipal roadway. Any new driveway access must satisfy all Town bylaws and policies regarding sight line, setbacks, widths, etc.*
 - *The applicant will be required to obtain a Right-of-Way Permit from EPW according to Town policy for any work required within the limits of the Town right-of-way. All permitting cost will be entirely borne by the applicant.*
- iv) Email dated February 9, 2021 from the Fire Department stating, *Fire has concerns with development in this area due to the limited road allowance and hydrant access. The close proximity to homes in the area increase risk. New development if allowed in the area, need to have proper spatial separation of 3 metres between neighbouring homes.*
- v) Email dated February 10, 2021 from the Building division stating,
 - *Provide grading plan*
 - *All permits required for new dwellings*
- vi) Letter from David Flore Jr. and Jennifer Flore (30 Silver Sand St.), Michael Hallock and Cheryl Hollock (31 Silver Sand St.), Al Bondy and Brenda Bondy (27 Silver Sand St.), John Desantis (1122 Union St.).
- vii) Planning Report dated February 12, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. Shawn Barlow, 1110 Dot Street, stated no objections to the consent or minor variance.

The Planner, Frank Garardo read the purpose of the application. John Grima presented the concept of the application. Discussion ensued regarding zoning requirements, i.e. lot coverage and setbacks. It was confirmed that no additional minor variances will be applied for and that all zone provisions can be met on the site. Zoning compliance will achieve the Fire Department's spatial separation condition. Access to each created lot can be achieved in compliance with Town policies. A condition of consent will be added to dictate the location of driveways. Frank Garardo read the conditions of the severance and the applicant acknowledged understanding.

The following resolution was put forth:

That applications B/11/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.

2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That an access bridge permit must be completed to the two severed properties where one does not exist prior to the issuance of a building permit. If the access is constructed over a municipal drain, it will be completed in accordance with the provisions of the Drainage Act, and if the access is constructed over a roadside drain it will be completed under the supervision of the Town's Manager of Engineering and Operations.
5. That the property owner shall install separate water services, sanitary sewer services, storm water sewer services and utility services, for the proposed new lot in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds, if necessary.
6. That the developer be required to undertake lot grading plans for the severed lot to the satisfaction of the Building Department.
7. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 per lot.
8. That the right-of-way permit include an access within 50% of the lot frontage from the dividing lot line between the proposed severed and retained lot.
9. That any dwelling unit constructed on the severed lot maintain a minimum 3 metre special separation between it and any adjacent existing dwellings, in accordance with the Ontario Building Code, as applicable.
10. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Josh Mailloux
 Seconded by: Terris Buchanan

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

Reasons of Committee – The request is in conformity with Sections 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lots provide for infill development that meets the provisions of the Zoning By-law 1999-52, as amended.

That application A/08/21 be approved.

Moved by: Terris Buchanan
 Seconded by: Don Shaw

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

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.

6.5 Applications B/10/21 & A/09/21 – Matthew French, c/o Eric Wingelaar, Agent – 309 Simcoe Street (Roll No. 3729-080-000-04200)

Public in Attendance: Eric Wingelaar, Agent and Matthew French, Applicant

B/11/21: The applicant is proposing to sever a parcel of land being 25.6 m (84 ft) frontage by 21.3 m (70 ft) depth with an area of 546 sq m (5880 sq ft) for purposes of creating a new residential building lot. The proposed severed lot will front onto Victoria Street. The remaining parcel being 21.3 m (70 ft) frontage by 43.3 m (142 ft) depth with an area of 923 sq m (9940 sq ft) is residential land containing one single detached dwelling and one detached garage and front on Simcoe Street. The subject property is zoned Residential First Density (R1) in the Town’s Zoning By-Law and designated Low Density Residential in the Town’s Official Plan. The R1 Zone permits only single detached dwellings and accessory uses.

A/08/21: The applicant is requesting relief from Zoning Bylaw 1999-52, as amended, Section 5(3)(f) which requires a minimum rear yard depth of 7.5 metres in a Residential First Density (R1) Zone. The applicant is proposing the construction of a single detached dwelling with a rear yard setback of 6 m (19.7 ft) to allow for the dwelling to have a 7.8 m (25.6 ft) depth. Therefore, the amount of relief requested is 1.5 m (4.92 ft).

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

- i) Letter dated February 12, 2021 from the Essex Region Conservation Authority stating:

We have reviewed our floodline mapping for this area and it has been determined this site is not located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the Conservation Authorities Act). As a result, a permit is not required from ERCA for issues related to Section 28 of the Conservation Authorities Act, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the Conservations Authorities Act, (Ontario Regulation No. 158/06).

Our office has reviewed the proposal and has no concerns relating to stormwater management

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to these applications for Minor Variance and Consent.

- ii) Email dated February 10, 2021 from the Windsor Police Department stating

that:

The Windsor Police Service has no concerns or objections with the proposed severance and relief required for minimum rear yard depth. The end result will not impair police service delivery to these properties.

- iii) Email dated February 16, 2021 from the Engineering and Public Works Department stating that:
- *Individual water service connection(s) required for new lot*
 - *Individual sanitary service connection(s) required for new lot*
 - *The existing sanitary sewer does not extend to the proposed new lot. In order to service the new lot, the developer will be responsible for extending the sanitary sewer southerly along Victoria (if this has not been done already due to other developments in the area). Design from a licensed professional engineer will be required. All associated costs with sanitary servicing, including engineering fees, will be borne by the developer.*
 - *Based on the proposal, the new lot will require a new driveway access from Victoria. Any new driveway access must satisfy all Town bylaws and policies regarding sight line, setbacks, widths, etc.*
 - *The applicant will be required to obtain a Right-of-Way Permit from EPW according to Town policy for any work required within the limits of the Town right-of-way. All permitting cost will be entirely borne by the applicant.*
- iv) Email dated February 9, 2021 from the Fire Department stating, *Residential homes should be held to spatial separation of 3 metres between adjacent existing homes regardless of lot size.*
- v) Email dated February 10, 2021 from the Building division stating,
- *Provide grading plan*
 - *Servicing will be required for a service lot*
 - *All permits required for new dwellings*
- vi) Planning Report dated February 17, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. There were none. The Planner, Frank Garardo read the purpose of the application. Eric Wingelaar, agent on the application, presented the concept of the application. No questions on the application. Frank Garardo read the conditions of the severance and the applicant acknowledged understanding.

The following resolution was put forth:

That applications B/10/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That an access bridge permit must be completed to the two severed properties where one does not exist prior to the issuance of a building permit. If the access is constructed over a municipal drain, it will be completed in accordance with the provisions of the Drainage Act, and if the access is constructed over a roadside

drain it will be completed under the supervision of the Town's Manager of Engineering and Operations.

5. That the property owner shall install separate water services, sanitary sewer services, storm water sewer services and utility services, for the proposed new lot in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds, if necessary.
6. That the developer be required to undertake lot grading plans for the severed lot to the satisfaction of the Building Department.
7. That the rear portion of the existing accessory use structure be demolished to ensure that adequate rear yard setbacks are maintained in conformance with the Zoning by-law prior to stamping of the deeds.
8. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 per lot.
9. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Anthony Campigotto
 Seconded by: Terris Buchanan

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Sections 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lots provide for infill development that meets the provisions of the Zoning By-law 1999-52, as amended.

That application A/09/21 be approved.

Moved by: Terris Buchanan
 Seconded by: Anthony Campigotto

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

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.

6.6 Application A/07/21 – Naismith Everitt-DeJonge, c/o Sawyer Everitt-DeJonge, Agent – 487 Dalhousie Street (3729-040-000-01200)

Chair, Dave Cozens, disclosed a conflict of interest and stepped down from the Committee for this application and handed over the authority to the Vice Chair, Don Shaw.

Public in Attendance: Sawyer Everitt-DeJonge, Agent

A/08/21: The applicant is requesting relief from Zoning By-law 1999-52, as amended, Section 3(1) (c) which permits a maximum accessory structure height of 5.5 m (18 ft.) measured to the peak of the roof in a Residential Zone.

The applicant is proposing the construction of a 22.75 ft. x 40 ft., 910 sq. ft., accessory structure with a height of 6.4 m (21 ft.) to the peak of the roof. The proposed structure will have a three car garage on the main floor and unfinished loft space on the second floor. The 6.4 m (21 ft.) building height is required to allow for standing room on the second floor.

Therefore, the amount of relief requested is 0.91 m (3 ft.) in height for an accessory structure.

The subject property is zoned Residential Third Density (R3) Zone in the Zoning By-law 1999-52, as amended, and designated Low Density Residential in the Town of Amherstburg Official Plan.

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

- i) Letter dated February 12, 2021 from the Essex Region Conservation Authority stating:

We have reviewed our floodline mapping for this area and it has been determined this site is not located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the Conservation Authorities Act). As a result, a permit is not required from ERCA for issues related to Section 28 of the Conservation Authorities Act, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the Conservations Authorities Act, (Ontario Regulation No. 158/06).

Our office has reviewed the proposal and has no concerns relating to stormwater management

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to this application for Minor Variance.

- ii) Email dated February 17, 2021 from the Windsor Police Department stating that:

The Windsor Police Service has no concerns or objections with the proposed variance to allow the additional accessory structure height. This will not impair police service delivery to the property.

- iii) Email dated February 16, 2021 from the Engineering and Public Works Department indicating no comments.

- iv) Email dated February 9, 2021 from the Fire Department indicating no issues.

- v) Email dated February 10, 2021 from the Building division stating,
- *Permits required for structure and for secondary unit*

- vi) Letter dated February 18, 2021 from Bert & Peggy Cozens, 483 Dalhousie Street.
- vii) Planning Report dated February 18, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Vice Chair introduced the application and asked if there were any members of the public present for this application. Bert Cozens, 483 Dalhousie St. was present. The Planner, Frank Garardo read the purpose of the application. Sawyer Everitt-DeJonge, agent on the application, presented the concept of the application. Bert Cozens explained that the applicant met with him and revised the north wall elevation without decreasing the proposed height. The revised elevation is now acceptable to Mr. Cozens. Discussion ensued regarding accessory structure permitted height maximums,

The following resolution was put forth:

That application A/07/21 be approved.

Moved by: Josh Mailloux
 Seconded by: Terris Buchanan

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	Abstained	

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.

6.7 Application B/12/21 – 1560903 Ontario Inc., c/o Donald D. Merritt, Agent – 3441 Concession 3 N (Roll No. 3729-400-000-07100)

Public in Attendance: Donald D. Merritt, Agent, Troy White (3441 Conc 3 N)

B/12/21: The applicant is proposing to sever a L-shaped parcel of land with 24.4 m (80 ft) ± frontage by 112.78 m (370 ft) ± depth and an area of 0.445 hectares (1.1 acres) ± for the purpose of a lot addition to merge with 3435 Concession 3 N. The proposed retained parcel being 107.29 m (352 ft) ± frontage on Concession 3 N and 152.4 m (500 ft) ± frontage on Concession 4 N by an irregular depth has an area of 27.86 hectares (68.85 acres) ± is agricultural land that contains a Telus Tower with tower access from the frontage on Concession 4 N. The subject property is designated Agricultural in the Town’s Official Plan and Zoning By-law.

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

- vii) Letter dated February 16, 2021 from the Essex Region Conservation Authority 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 Long Marsh Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act.

Our office has reviewed the proposal and has no concerns relating to stormwater management

We note that the subject property is adjacent to (within 120 m of) a natural heritage feature that may meet the criteria for significance under the PPS. Section 2.1.8 of the PPS, 2020 states – “Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5 and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.”

Notwithstanding the above noted references to the PPS policies, we note that the proposed development is either adequately setback and/or physically separated from the natural heritage feature by existing development or infrastructure. Therefore, we do not anticipate any negative impacts associated with the proposal. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to this application for Consent.

- viii) Email dated February 17, 2021 from the Windsor Police Department stating that:
The Windsor Police Service has no objections with the proposed severance to enable a lot addition. This change will not impair police service delivery to the property, nor will it restrict police response/access to the Telus communications tower on the abutting parcel of land.
- ix) Email dated February 10, 2021 from the Building Division indicating the following:
- *Ensure existing grade does not alter to affect neighbor properties*
 - *Demonstrate location of septic system. Ensure exiting septic system is in working order, provide documentation by a certified/qualified septic contractor*
- x) Email dated February 16, 2021 from the Engineering and Public Works Department indicating the following:
- *Drainage Apportionment required for the Warren Drain and Long Marsh Drain*
 - *Should a new driveway access be required, it must satisfy all Town bylaws and policies regarding sight line, setbacks, widths, etc.*
 - *The applicant will be required to obtain a Right-of-Way Permit from EPW according to Town policy for any work required within the limits of the Town right-of-way. All permitting cost will be entirely borne by the applicant.*
- i) Email dated February 9, 2021 from the Fire Department dated indicating no issues.
- ii) Planning Report dated February 11, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. Troy White, neighbour at 3441 Concession 3 N was present. The Planner, Frank Garardo read the purpose of the application. Donald D. Merritt, agent on the application, presented the concept of the application. Troy White noted he has resided next door to the north of the subject property for 13 years and has maintained the subject property since he moved in. He has a concern with the use of driveway and the need to manicure the existing matured landscaping. D. Merritt advised that the new owner would decide if they are willing to sell driveway to T. White. Severance does not change concerns from neighbor.

J. Mailloux noted the lot size is consistent with the area and that no farmland would be taken out of production by the proposed severance for lot addition.

No further questions on the application. Frank Garardo read the conditions of the severance and the applicant acknowledged understanding. The requirement of the condition to require that a sanitary sewer connection was discussed.

The following resolution was put forth:

That application B/12/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; an electronic and paper copy to be provided to the municipality.
2. The applicant submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. Subsection 3 of Section 50 of the Planning Act applies to any subsequent conveyance or transaction of or in relation to the parcels of land being the subject of the consent (severed and retained parcels).
4. That prior to the stamping of deeds the owner is to provide satisfactory evidence that the adjacent parcel is under consolidation relative to the parcels which are the subject of the consent.
5. That all property taxes be paid in full.
6. That an assessment apportionment for any and all drains affected by the severance be completed in accordance with the provisions of the Drainage Act and that all costs associated with said apportionment be paid by the applicant.
7. That the applicant obtain a report from an independent qualified person that the existing private septic system serving the surplus dwelling does not cross the property lines, that the system is in working order and that its operation will not be affected by the severance, to the satisfaction of the Building Department.
8. That a minor variance be obtained from the provisions of Bylaw 1999-52, as amended, Section 26(3)(a)(i) which requires a minimum lot area of 40 hectares in an Agricultural (A) Zone regarding the retained farm parcel
9. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Don Shaw

Seconded by: Terris Buchanan

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Sections 6.1.2 and 6.1.2(6) of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lot addition does not remove agricultural land from production.

6.1 Application B/08/21 – John Pento – 18 Balaclava St S (Roll No. 3729-260-000-04600)

Public in Attendance: John Pento, Applicant

B/08/21: The applicant is proposing to sever a parcel of land being 12.19 m (40 ft) frontage by 49.38 m (162 ft) ± depth with an area of 602 sq m (6480 sq ft) ± for purposes of creating a new residential building lot. The remaining parcel being 12.19 m (40 ft) frontage by 49.99 m (164 ft) ± depth with an area of 612.99 sq m (6598.14 sq ft) ± is residential land containing one single detached dwelling. The subject property is zoned Residential First Density (R1) in the Town's Zoning By-Law and designated Low Density Residential in the Town's Official Plan.

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

- i) Letter dated February 16, 2021 from the Essex Region Conservation Authority stating:

We have reviewed our floodline mapping for this area and it has been determined this site is not located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the Conservation Authorities Act). As a result, a permit is not required from ERCA for issues related to Section 28 of the Conservation Authorities Act, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the Conservations Authorities Act, (Ontario Regulation No. 158/06).

Our office has reviewed the proposal and has no concerns relating to stormwater management.

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to this application for consent.

- ii) Email dated February 16, 2021 from the Public Works Department identifying the following comments:
 - *Individual water service connection required for new lot.*
 - *Sanitary sewer service connections will be required for new lot. The existing sanitary sewer is located on the east side of Balaclava, opposite of the subject parcels. It will be required to drill new service leads beneath Balaclava in order to service the new lots.*
 - *The cost of all servicing requirements will be at the expense of the applicant.*
 - *Based on the proposal, the new lot will require a new driveway access from Balaclava St.*

- *Any new driveway access must satisfy all Town bylaws and policies regarding sight line, setbacks, widths, etc.*
 - *The applicant will be required to obtain a Right-of-Way Permit from EPW according to Town policy for any work required within the limits of the Town right-of-way. All permitting cost will be entirely borne by the applicant.*
- iii) Email dated February 17, 2021 from the Windsor Police Department indicating: *The Windsor Police Service has no concerns or objections with the proposed severance as it will not impair police service delivery to the subject properties.*
- iv) Email dated February 9, 2021 from the Fire Department indicating: *Residential homes should be held to a spatial separation of 3 metres between adjacent existing homes regardless of lot size.*
- v) Email dated February 10, 2021 from the Essex Power indicating: *for B-08-21 18 Balaclava St S, the existing wire connecting the home crosses the severed lot and will have to be removed/reservices and an easement provided at the applicants cost.*
- vi) Email dated February 10, 2021 from the Building Division identifying the following comments:
- *Provide grading plan*
 - *Servicing will be required for a serviced lot*
 - *All permits required for new dwelling*
- vii) Planning Report dated February 11, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. There were none. The Planner, Frank Garardo read the purpose of the application. John Pento discussed the concept of the application with the members of the Committee.

The following resolution was put forth:

That application B/08/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That an access bridge permit must be completed to the two severed properties where one does not exist prior to the issuance of a building permit. If the access is constructed over a municipal drain, it will be completed in accordance with the provisions of the Drainage Act, and if the access is constructed over a roadside drain it will be completed under the supervision of the Town's Manager of Engineering and Operations.
5. That the property owner shall install separate water services, sanitary sewer services, storm water sewer services and utility services, for the proposed new lot in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds, if necessary.

6. That the developer be required to undertake lot grading plans for the severed lot to the satisfaction of the Building Department.
7. That the existing Essex Power wire connecting the existing home on the retained lot be removed/reserviced and that an easement be provided to the satisfaction of Essex Powerlines Corporation and at the expense of the applicant.
8. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 per lot.
9. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Anthony Campigotto

Seconded by: Josh Mailloux

	-carried-	
	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

Reasons of Committee – The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lot provides for infill development that meets the provisions of the Zoning By-law 1999-52, as amended.

7. **Next Meeting** to be March 30, 2021.

8. **Adjournment**

The meeting was adjourned at 9:27 a.m.

Chairman- Dave Cozens

Secretary- Frank Garardo

AMHERSTBURG COMMITTEE OF ADJUSTMENT

Present: T. Buchanan, A. Campigotto, J. Mailloux, D. Shaw, D. Cozens

Also Present: Frank Garardo, Manager of Planning Services, Kevin Fox, Policy and Committee Coordinator, Janine Mastronardi, Recording Secretary, Todd Hewitt, Manager of Engineering and Operations

Absent: N/A

1. Call to Order

The Chair, David Cozens, called the meeting to order at 7:31 a.m. and performed introductions of the Committee members and administration.

2. Roll Call

The Chair completed roll call for the electronic meeting, all members were present.

3. Disclosure of Interest

There were no disclosures of interest.

4. Adoption of Agenda

That the agenda as amended, bringing forward item 6.6 to the first application heard, be approved for adoption.

Moved by: Josh Mailloux

Seconded by: Anthony Campigotto

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

5. Adoption of Minutes

The Chair requested comments on the adoption of minutes. T. Buchanan requested to confirm that the conditions of consent for file B/11/21 include the specification of driveway location. It has been confirmed the condition outlines the location requirements for the driveway. The minutes were amended to reflect this correction.

A motion was put forward to adopt the minutes of February 23, 2021 as amended.

Moved by: Terris Buchanan

Seconded by: Anthony Campigotto

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

6. Order of Business

6.6 Application A/12/21 – Raymond Meloche, c/o Danielle Demitroff, Agent – 2268 Front Rd N (3729-500-000-39400)

Public in Attendance: Danielle Demitroff, Agent

A/12/21: The applicant is requesting relief from Zoning By-law 1999-52, as amended, Section 6(3)(a) which requires a minimum lot area of 1800 sq m in a Residential Type 1A (R1A) Zone for lots created without municipal services. Subsequent to a severance the severed parcel will have a lot area of 1027.9 sq m (11,064.24 sq ft).

The applicant is also requesting relief from Zoning By-law 1999-52, as amended, Section 3(26)(a) which requires a minimum setback of 26 m (85.3 ft) from the centerline of a County Road. The proposed setback from the centerline of County Road 20 is 24.08 m (79 ft).

Therefore, the amount of relief requested is 772.1 sq m and 1.92 m respectively.

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

- i) Letter dated March 22, 2021 from the Essex Region Conservation Authority 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 Detroit River. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act.

Our office has reviewed the proposal and has no concerns relating to stormwater management

The subject property is within, and/or is adjacent to (within 120 metres of), a natural heritage feature that is identified as a significant wetland (Detroit River Marshes (ER 3), significant wildlife habitat under the Provincial Policy Statement (PPS).

Section 2.1.4 of the PPS, 2020 states - "Development and site alteration shall not be permitted in "significant wetlands..." and "significant coastal wetlands." Section 2.15 of the PPS states - Development and site alterations shall not be permitted in and significant wildlife habitat...unless it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.

Notwithstanding the above noted references to the PPS policies, we note that the proposed development is either adequately setback and/or physically separated from the natural heritage feature by existing development or infrastructure. Therefore, we do not anticipate any negative impacts associated with the proposal. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to this application for Minor Variance.

- ii) Letter dated March 23, 2021 from the County of Essex stating that:
The minimum setback for any proposed structures on this property must be 79

feet from the center of the original ROW of County Road No. 20 for a proposed residential building. Permits are necessary for any changes to existing entrances and structures, of the construction of new structures

- iii) Email dated March 19, 2021 from the Windsor Police Department stating that: *The Windsor Police Service has no concerns or objections with this application as it will carry no impacts to police service delivery whatsoever.*
- iv) Email dated March 22, 2021 from the Engineering and Public Works Department indicating no comments.
- v) Email dated March 22, 2021 from the Building division stating,
 - *Grading design to provide proper grading and drainage*
 - *Proper approvals for driveway access from the county and ROW permits required*
 - *All building permits required included sewage septic permits*
- vi) Planning Report dated March 21, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. There were none. The Planner, Frank Garardo read the purpose of the application. Danielle Demitroff, Agent on the application, presented the concept of the application. Discussion ensued regarding the request for relief from the County Road setback requirement. Frank Garardo explained that subsequent to the septic design being completed to comply with the 10 ft septic setback requirement the house design was brought forward requiring 1.92 metres of relief from the County Road setback. Dave Cozens confirmed with the applicant that they are aware of the requirement to obtain an ERCA permit prior to any construction on the property. The agent confirmed knowledge of this requirement.

The following resolution was put forth:

That application A/12/21 be approved.

Moved by: Josh Mailloux

Seconded by: Terris Buchanan

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

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.

6.1 Application A/10/21 – Kyle & Barbara McDonald, c/o Tracey Pillon-Abbs, Agent – 199 Sandwich St N (Roll No. 3729-340-000-10600)

Public in Attendance: Tracey Pillon-Abbs, Agent and Anthony Leardi, Solicitor for David Purdie, 203 Sandwich Street North.

A/10/21: The applicants are requesting relief from Section 3(23)(j) which limits the number of driveways for a residential property in the Residential First Density (R1) Zone to one. The applicants are proposing a second driveway to be located on Sandwich Street North. The existing driveway exits onto Grant Avenue.

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

- i) Letter dated March 22, 2021 from the Essex Region Conservation Authority stating:
We have reviewed our floodline mapping for this area and it has been determined this site is not located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the Conservation Authorities Act). As a result, a permit is not required from ERCA for issues related to Section 28 of the Conservation Authorities Act, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the Conservations Authorities Act, (Ontario Regulation No. 158/06).

Our office has reviewed the proposal and has no concerns relating to stormwater management.

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to this application for Minor Variance.
- ii) Email dated March 19, 2021 from the Windsor Police Department stating that:
The Windsor Police Service has no concerns or objections with the variance being sought to allow for a second driveway for the property to/from Sandwich Street. Since the first driveway is on the far side of this property off Grant Avenue, the second driveway will not create any conflicts that we foresee that would impact public safety. Furthermore, there are other nearby properties fronting Sandwich Street in this same general vicinity that have similar driveways to/from Sandwich Street.
- iii) Email dated March 17, 2021 from the Building division stating that both properties must:
 - *Permits required from Public Works*
 - *Suggestion to provide a "T-Driveway" in order to exit on to Sandwich St. safely*
- iv) Email dated March 16, 2021 from the Fire Department indicating no objection.
- v) Email dated March 17, 2021 from the Engineering & Public Works Department indicating the following:
 - *EPW has visited the site to review how many parking spaces are available to the applicant from their current driveway off of Grant Ave and has determined that at least 6 cars can park on the current Grant Ave driveway. It is the opinion of EPW, that this is a significant sized driveway and therefore do not recommend the approval of a second driveway off of Sandwich Street. Although, Sandwich is considered to be a connecting link and decisions of this nature are at the Town's discretion, it should be noted that the County discourages the addition of driveways onto Sandwich wherever possible. Based on all of this, EPW cannot support this variance and feels that the Zoning bylaw and Driveway Policy (which also limits the number of driveway to one per lot in the R1 Zone, see excerpt below) should be followed.*

- 6.3. *Maximum Number of Driveways*
 - 6.3.1. *For residential lots, a maximum of one driveway per lot is permitted. The driveway may cross a front lot line or flankage lot line (but not both lot lines unless approved by the Director of Engineering and Public Works or designate).*
- vi) Submission received on March 28, 2021 by Anthony Leardi on behalf of David Purdie, 203 Sandwich Street North providing case law of second driveways being granted and denied. The letter concludes:
IN SUMMARY, THE REQUEST MUST BE DENIED FOR THE FOLLOWING REASONS:
- 8) *The Applicant has failed to demonstrate that the second driveway would respect the general intent and purpose of the official plan.*
 - 9) *The Applicant has failed to demonstrate that the second driveway would maintain the general intent and purpose of the zoning by-law.*
 - 10) *The Applicant has failed to demonstrate that there will be no adverse impact on surrounding properties.*
 - 11) *The Applicant has not explored the possibility of expanding the existing driveway that already services the South side of the property.*
 - 12) *A second driveway is not required for use of the property but, rather, is simply a wish of the property owner.*
 - 13) *This is a low density residential neighborhood where every single lot is serviced with only one single driveway, and a second driveway would be decidedly uncharacteristic of this neighborhood.*
 - 14) *The proposed second driveway will exit onto a busy four-lane county road.*
- vii) Planning Report dated March 24, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. Anthony Leardi, solicitor, was present to represent his client David Purdie, 203 Sandwich Street North. The Planner, Frank Garardo read the purpose of the application.

Tracey Pillon-Abbs, Agent on the application, presented the concept of the application. The existing detached accessory structure has been converted to a secondary suite on the second floor. The applicant is proposing the existing driveway be used for the secondary unit and that the proposed second driveway off of Sandwich Street North be used for the single detached dwelling on the site. Public Works has suggested the existing driveway can park six cars, the applicant states that there are only two parking spaces on this driveway. The applicants agree with the Building division's suggestion to install a T-shaped driveway, ensuring vehicles would be able to turn around on the property, not having to back out onto Sandwich Street. Police does not have any objection to the proposal. The Committee did not have any questions for the applicant's agent.

Anthony Leardi read through his written submission listing the four tests for a minor variance, case law approving and denying second driveways and rationale for each and his conclusion on the reasons a second driveway should be denied in this case.

Terris Buchanan questioned the discrepancy between the Town calculating six parking spaces and the applicant stating two spaces available on the existing driveway. Tracey Pillon-Abbs explained that once construction on the site is complete the landscape plan will decrease the size of the existing driveway.

Discussion ensued regarding the parking available in the detached garage, if on street parking is available on Grant Avenue and the size of the secondary unit. It was determined that the garage is functional with two parking spaces within the garage, on street parking is available on Grant Avenue and the size of the secondary unit is unknown but that it is only one unit above the existing detached garage.

Todd Hewitt advised that the existing driveway measures approximately 52 ft x 25 ft. Standard procedure is to not support second driveways if the Zoning doesn't support one. In the past several months the Committee of Adjustment approved one second driveway for a property fronting on Sandwich Street North. The residence already had a driveway on Sandwich Street North and a second driveway was permitted on Brunner Street to reduce the traffic on Sandwich Street.

Josh Mailloux asked if the Official Plan policies on Secondary Suites spoke to second driveways. Frank Garardo explained that the recent policy indicates there is a maximum of one unit permitted as a secondary suite in an accessory structure and that one parking space must be provided for the unit. Second driveways are permitted in accordance with the Town policy and tandem parking is acceptable.

That application A/10/21 be denied.

Moved by: Anthony Campigotto

Seconded by: Terris Buchanan

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The Committee, having considered the evidence presented, and having reviewed the plans and correspondence on file, determined that the variance request was not minor in nature, would impact the character of the neighbourhood, and was not in keeping with the intent of the Zoning By-law.

6.2 Applications B/13/21 & B/14/21 – Robert Blais – 3951 Concession 3 N (Roll No. 3729-490-000-03700)

Public in Attendance: Robert Blais, Applicant

Application B/13/21: The applicant is proposing to sever a parcel of land being 18.3 m (60 ft) frontage by 53.34 m (175 ft) depth with an area of 751 sq m (10,500 sq ft) for purposes of creating a new residential building lot. The remaining parcel being 21.64 m (71 ft) frontage by 168.25 m (552 ft) depth with an area of 5746.54 sq m (1.42 acres) contains one single detached structure. The subject property is zoned Residential Type 1B (R1B) Zone and Agricultural (A) Zone in the Town's Zoning By-Law and designated Low Density Residential and Agricultural in the Town's Official Plan. The lands that are the subject of the consent are wholly within the Residential Type 1B (R1B) Zone and Low Density Residential designation.

Application B/14/21: The applicant is proposing to sever a parcel of land being 18.3 m (60 ft) frontage by 53.34 m (175 ft) depth with an area of 751 sq m (10,500 sq ft) for purposes of creating a new residential building lot. The existing house on the severed parcel is to be demolished. The remaining parcel being 3.35 m (11 ft) frontage by 168.25 m (552 ft) depth with an area of 4,775.3 sq m (1.18 acres) is vacant land and will merge with 3949 Concession 3 N (3729-490-000-03600). The subject property is zoned Residential Type 1B (R1B) Zone and Agricultural (A) Zone in the Town's Zoning By-Law and designated Low Density Residential and Agricultural in the Town's Official Plan. The lands that are the subject of the consent are wholly within the Residential Type 1B (R1B) Zone and Low Density Residential designation.

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

- i) Letter dated March 23, 2021 from the Essex Region Conservation Authority 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 3rd Concession Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act.
- Our office has reviewed the proposal and has no concerns relating to stormwater management*
- The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.*
- With the review of background information and aerial photograph, ERCA has no objection to these Consent applications.*
- ii) Email dated March 19, 2021 from the Windsor Police Department stating that:
The Windsor Police Service has no concerns or objections with the proposed severances being sought to create two residential lots. The outcome from this will not result in difficulties for police to access the property in an emergency or for a call for service in any way.
- iii) Email dated March 17, 2021 from the Building Division indicating the following:
- *All permits required for new construction*
 - *Grading designs required for both properties to address grading and Drainage*
 - *Permits required for demolition*
 - *Property to be cleaned of debris*
- iv) Email dated March 17, 2021 from the Engineering and Public Works Department indicating the following:
- *Drainage Apportionment required for the 3rd Concession Drain*
 - *A new access culvert will be required over the 3rd Concession Drain to access the new severed lot at B/13/21. This will require an engineer's report under the Drainage Act.*
 - *A new access culvert will be required over the 3rd Concession Drain to access the new severed lot at B/14/21. This will require an engineer's report under the Drainage Act.*
 - *Both proposed new lots will be require new sanitary service connections to the existing sewer*
 - *Individual water service connections required for new lots.*
 - *The cost of all servicing requirements will be at the expense of the applicant*
 - *The applicant will be required to obtain a Right-of-Way Permit from EPW according to Town policy for any work required within the limits of the Town right-of-way. All permitting cost will be entirely borne by the applicant.*
- v) Email dated March 16, 2021 from the Fire Department dated indicating that no variances be allowed that would minimize the side yard set back to neighboring properties to maintain a 3 metre spatial separation between residential structures.

- vi) Planning Report dated March 17, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. There were none. The Planner, Frank Garardo read the purpose of the application. Robert Blais presented the concept of the application. Discussion ensued. A typo was corrected on condition ten on B/14/21 to state spatial separation. It was confirmed that a minor variance would not be required for the retained parcel as the severances came from land within the residential designation, not reducing the size of the agricultural land. Frank Garardo read the conditions of the severance and the applicant acknowledged understanding.

The following resolutions were put forth:

That application B/13/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That an access bridge permit must be completed to the severed property where one does not exist prior to the issuance of a building permit. If the access is constructed over a municipal drain, it will be completed in accordance with the provisions of the Drainage Act, and if the access is constructed over a roadside drain it will be completed under the supervision of the Town's Manager of Engineering and Operations.
5. That the property owner shall install separate water services, sanitary sewer services, storm water sewer services and utility services, for the proposed new lot in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds, if necessary.
6. That the developer be required to undertake lot grading plans for the severed lot to the satisfaction of the Building Department.
7. That all structures be demolished prior to the stamping of deeds to the satisfaction of the Town.
8. That an assessment apportionment for any and all drains affected by the severance be completed in accordance with the provisions of the Drainage Act and that all costs associated with said apportionment be paid by the applicant.
9. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 per lot.
10. That any dwelling unit constructed on the severed lot maintain the minimum spatial separation between it and any adjacent existing dwellings, in accordance with the Ontario Building Code, as applicable.
11. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Josh Mailoux

Seconded by: Anthony Campigotto

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lot provides for infill development that meets the provisions of the Zoning By-law 1999-52, as amended.

That application B/14/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That Subsection 3 of Section 50 of the Planning Act applies to any subsequent conveyance or transaction of or in relation to the retained parcel of land being the subject of the consent.
5. That prior to the stamping of deeds the owner is to provide satisfactory evidence that the adjacent parcel is under consolidation relative to the retained parcel which is the subject of the consent.
6. That an access bridge permit must be completed to the severed property where one does not exist prior to the issuance of a building permit. If the access is constructed over a municipal drain, it will be completed in accordance with the provisions of the Drainage Act, and if the access is constructed over a roadside drain it will be completed under the supervision of the Town's Manager of Engineering and Operations.
7. That the property owner shall install separate water services, sanitary sewer services, storm water sewer services and utility services, for the proposed new lot in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds, if necessary.
8. That the developer be required to undertake lot grading plans for the severed lot to the satisfaction of the Building Department.
9. That all structures be demolished prior to the stamping of deeds to the satisfaction of the Town.
10. That an assessment apportionment for any and all drains affected by the severance be completed in accordance with the provisions of the Drainage Act and that all costs associated with said apportionment be paid by the applicant.
11. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 per lot.

12. That any dwelling unit constructed on the severed lot maintain the minimum spatial separation between it and any adjacent existing dwellings, in accordance with the Ontario Building Code, as applicable.

13. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Terris Buchanan

Seconded by: Anthony Campigotto

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lot provides for infill development that meets the provisions of the Zoning By-law 1999-52, as amended.

6.3 Application B/15/21 – Mathew Simone – E/S Front Rd N (Severed from Roll No. 3729-500-000-33600)

Public in Attendance: Mathew Simone, Applicant

B/15/21: The applicant is proposing to sever a parcel of land being 31.34 m (102.8 ft) frontage by an irregular depth with an area of 2050 sq m (0.51 ac) for purposes of creating a new residential building lot. The remaining parcel being 31.33 m (102.8 ft) frontage by an irregular depth with an area of 2460 sq m (0.61 ac) is a residential building lot. The subject property is zoned Residential Type 1A (R1A), Agricultural (A) and Wetland (W) in the Town's Zoning By-Law and designated Low Density Residential, Agricultural and Provincially Significant Wetland/Natural Environment in the Town's Official Plan. The majority of the property is within the Low Density Residential designation and R1A Zone which permits single detached dwellings and accessory uses.

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

- i) Letter dated March 23, 2021 from the Essex Region Conservation Authority 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 Canard River. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act. Our office has reviewed the proposal and has no concerns relating to stormwater management.

Our office has reviewed the proposal and has no concerns relating to stormwater management

We note that the subject property is adjacent to (within 120 m of) a natural heritage feature that may meet the criteria for significance under the PPS. Section 2.1.8 of the PPS, 2020 states – "Development and site alteration shall

not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5 and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.”

Our information indicates that the subject property may support habitat of endangered species and threatened species. As per Section 2.1.7 of the PPS, 2020 – “Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements”. All species listed as endangered or threatened (aquatic species, plants, mammals, birds, reptiles, amphibians, etc.) as well as their related habitats, are protected under the Ontario Endangered Species Act. Prior to initiating any proposed works on this property, it is the proponent’s responsibility to contact the Species at Risk Branch of the Ontario Ministry of Environment, Conservation & Parks (MECP) to ensure all issues related to the Endangered Species Act are addressed. All inquiries regarding the Endangered Species Act should be made with Permissions and Compliance Section of the MECP (e-mail address: SAROntario@ontario.ca).

Notwithstanding the above noted references to the PPS policies, we note that the proposed development is either adequately setback and/or physically separated from the natural heritage feature by existing development or infrastructure. Therefore, we do not anticipate any negative impacts associated with the proposal. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to this application for Consent.

- ii) Letter dated March 22, 2021 from the County of Essex stating that:
The minimum setback for any proposed structures on this property must be 85 feet from the center of the original ROW of County Road No. 20 for a proposed residential building or 105 feet from the centre of the right of way for a proposed commercial structure. Permits are necessary for any changes to existing entrances and structures, of the construction of new structures.
- iii) Email dated March 19, 2021 from the Windsor Police Department stating that:
The Windsor Police Service has no concerns or objections with the proposed severance being sought to create a new residential lot. The outcome from this will not result in difficulties for police to access the property in an emergency or for a call for service in any way.
- iv) Email dated March 17, 2021 from the Engineering and Public Works Department stating that:
 - *Individual water service connection required for new lots*
 - *No Sanitary sewers, septic field required for new lots. Additionally, the applicant should be aware that, in the future, should a sanitary sewer collection system be constructed along Front Road North, each of the lots described under this application will be required to connect and be serviced by said sanitary sewer.*
 - *Based on the proposal, the new severed lot will require separate driveway accesses from County Road 20 (Front Road North). This will require necessary review and approvals from the County of Essex.*
 - *At this stage, a drainage apportionment for the Bondy-Bastien Drain will not be needed as there is presently an ongoing drainage project taking place under the Drainage Act. The applicant should be made aware that an engineering project is ongoing and that drainage assessments to both the retained and severed lots may be forthcoming in the future.*

- v) Email dated March 16, 2021 from the Fire Department stating, *that no variances be allowed that would minimize the side yard set back to neighboring properties to maintain a 3 metre spatial separation between residential structures.*
- vi) Email dated March 17, 2021 from the Building division stating,
 - *All permits required for new construction*
 - *Grading designs required for grade, drainage and elevations for septic system for both properties*
 - *Ensure septic systems to fit property with required setbacks*
 - *County Road approval required for access*
- vii) Planning Report dated March 16, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. There were none. The Planner, Frank Garardo read the purpose of the application. Mathew Simone presented the concept of the application. Frank Garardo read the conditions of the severance and the applicant acknowledged understanding. Dave Cozens reiterated that conditions to obtain Council approval for the suitability of development on septic, ERCA approvals and MECP mitigation for Species at Risk and the applicant acknowledged understanding.

The following resolution was put forth:

That application B/15/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
2. The applicant submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That each of the severed lots will be serviced with municipal water in accordance with and under the supervision of the municipality.
5. That the developer be required to undertake lot grading plans for the severed and retained lots to the satisfaction of the Building Department.
6. The applicant place a covenant on the title of the property requiring that the severed and retained property be required to hook into sanitary sewers when they become available, at the owners expense.
7. That access to the proposed severed lot be provided prior to the stamping of the deeds. That an access permit be obtained for the newly created lot from the County of Essex and any other requirements to their satisfaction, prior to the stamping of deeds. The access shall be provided to the lot to the satisfaction of the municipality.
8. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 per lot.
9. That any dwelling unit constructed on the severed lot maintain the minimum spatial separation between it and any adjacent existing dwellings, in accordance with the Ontario Building Code, as applicable.

10. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Josh Mailloux
 Seconded by: Terris Buchanan

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	x	
Anthony Campigotto	x	
Josh Mailloux	x	
Donald Shaw (VC)	x	
David Cozens (CH)	x	

Reasons of Committee – The request is in conformity with Sections 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lots provide for infill development that meets the provisions of the Zoning By-law 1999-52, as amended.

6.4 Application A/11/21 – 1560803 Ontario Inc., c/o Donald D. Merritt, Agent – 3441 Concession 3 N (Roll No. 3729-400-000-07100)

Public in Attendance: Donald D. Merritt, Agent and Damien Doyscher

A/11/21: The applicant is requesting relief from Zoning By-law 1999-52, as amended, Section 26(3)(a)(i) which requires a minimum lot area of 40 hectares in an Agricultural (A) Zone. Subsequent to a severance (B12/21) of a 0.445 hectares (1.1 acre) ± lot addition from an existing 28.31 hectares (69.95 acres) parcel the retained farm parcel will have an area of 27.86 hectares (68.85 acres). Therefore, the amount of relief requested is 12.14 hectares (30 acres).

The subject property is zoned Agricultural (A) Zone in the Zoning By-law 1999-52, as amended, and designated Agricultural in the Town of Amherstburg Official Plan.

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

- i) Letter dated March 23, 2021 from the Essex Region Conservation Authority 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 Long Marsh Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any future construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act.

Our office has reviewed the proposal and has no concerns relating to stormwater management

We note that the subject property is adjacent to (within 120 m of) a natural heritage feature that may meet the criteria for significance under the PPS. Section 2.1.8 of the PPS, 2020 states – “Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5 and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.”

Notwithstanding the above noted references to the PPS policies, we note that the purpose of this application for consent is for a lot addition only, and that there will be no change in land use. In our opinion, we believe that this type of Planning Act application does not meet the definition of development under the PPS, 2020. Based upon this, therefore it is our recommendation to the Municipality that a demonstration of no negative impact is not required.

With the review of background information and aerial photograph, ERCA has no objection to this application for Minor Variance.

- ii) Email dated March 19, 2021 from the Windsor Police Department stating that:
The Windsor Police Service has no concerns or objections with the variance being sought for relief from meeting the minimum lot area requirement. The result of the application will not impact police service delivery whatsoever.
- iii) Email dated March 17, 2021 from the Engineering and Public Works Department stating no comments.
- iv) Email dated March 16, 2021 from the Fire Department stating, no objection.
- v) Email dated March 17, 2021 from the Building division stating no issues or comments.
- vi) Planning Report dated March 15, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. Damien Doyscher was present to audit the meeting. The Planner, Frank Garardo read the purpose of the application. Donald D. Merritt, agent on the application, presented the concept of the application. No questions on the application.

The following resolution was put forth:

That application A/11/21 be approved.

Moved by: Anthony Campigotto

Seconded by: Josh Mailloux

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

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.

6.5 Application B/16/21 – Ron Triolet – 606 Simcoe Street (Roll No. 3729-170-000-00800)

Public in Attendance: Ron Triolet, Applicant and Noah Boyes, Planner from MHBC on behalf of Walker Aggregates

B/16/21: The applicant is proposing to sever a parcel of land being 14.16 m (46.5 ft) frontage by 53.04 m (174 ft) depth with an area of 751 sq m (8083.7 sq ft) for purposes of creating a new residential building lot. The remaining parcel being 18.16 m (59.6 ft) frontage by 53.04 m (174 ft) depth with an area of 963.2 sq m (10,367.9 sq ft) contains one single detached structure. The subject property is zoned Residential Second Density (R2) in the Town's Zoning By-Law and designated Low Density Residential in the Town's Official Plan.

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

- i) Letter dated March 23, 2021 from the Essex Region Conservation Authority stating:
We have reviewed our floodline mapping for this area and it has been determined this site is not located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the Conservation Authorities Act). As a result, a permit is not required from ERCA for issues related to Section 28 of the Conservation Authorities Act, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the Conservations Authorities Act, (Ontario Regulation No. 158/06).

Our office has reviewed the proposal and has no concerns relating to stormwater management

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.

With the review of background information and aerial photograph, ERCA has no objection to this application for Consent.
- ii) Email dated March 19, 2021 from the Windsor Police Department stating that:
The Windsor Police Service has no concerns or objections with the proposed severance being sought to create a new residential lot. The outcome from this will not result in difficulties for police to access the property in an emergency or for a call for service in anyway.
- iii) Email dated March 17, 2021 from the Building Division indicating the following:
 - *All permits required for new construction*
 - *Grading design required for both properties to address all grading and drainage*
 - *New driveway access required for existing dwelling-R.O.W permits required from Public Works*
 - *Existing accessory structure may require to be removed or relocated*
- iv) Email dated March 17, 2021 from the Engineering and Public Works Department indicating the following:
 - *Individual water service connection required for new lot. The existing watermain is located on the south side of Simcoe, opposite of the subject parcels. It will be required to drill new service leads beneath Simcoe in order to service the new lots.*
 - *Sanitary sewer service connections may be required for new lot.*
 - *The cost of all servicing requirements will be at the expense of the applicant.*
 - *Based on the proposal, the new lot will require a new driveway access from Simcoe. Recent video inspections of the Pike Road Drain, which fronts 606 Simcoe, show that the existing CSP pipe in this location to be poor to very poor condition. In order to install a new driveway access across the Pike Road Drain, the existing culvert must be repaired and/or replaced where the new driveway will cross. Compacted granular stone*

backfill (full depth) will also be required across the new driveway access. The cost of this will be at the expense of the applicant. Any new driveway access must satisfy all Town bylaws and policies regarding sight line, setbacks, widths, etc.

- *At this stage, a drainage apportionment for the Pike Road Drain and the 2nd Concession Drain will not be needed as there are presently ongoing drainage projects taking place under the Drainage Act. The applicant should be made aware that an engineering project is ongoing and that drainage assessments to both the retained and severed lots may be forthcoming in the future.*
- *The applicant will be required to obtain a Right-of-Way Permit from EPW according to Town policy for any work required within the limits of the Town right-of-way. All permitting cost will be entirely borne by the applicant.*

v) Email dated March 16, 2021 from the Fire Department dated indicating *no variances be allowed that would minimize the side yard set back to neighboring properties to maintain a 3 metre spatial separation between residential structures.*

vi) Letter dated March 26, 2021 from MHBC Planning on behalf of Walker Aggregates stating that:
The subject lands are located on the north side of Simcoe Street, approximately 25 metres north and across the street from the Amherstburg Quarry owned and operated by Walker Aggregates Inc.

Our client would like to ensure that both the Town and applicant are fully aware of the presence of their existing quarry. Specifically, the Amherstburg Quarry which is a licensed and zoned mineral aggregate operation is to be protected from development and activities that would preclude or hinder its continued use or expansion.

Walker Aggregates Inc. would like to ensure that any potential issues of land use compatibility have been addressed to the satisfaction of the Town based on applicable Official Plan policies e.g. Section 3.3.3, Special Policy Area 5, etc.

We have reviewed the Town's recommendation report for this application dated March 17, 2021 and support staff's recommended condition requiring the registration of a restrictive covenant on the title of the property in recognition of the adjacent quarry operation: "The Purchaser(s)/Transferee(s) hereby acknowledge(s) that he/she/they/it have been advised that the subject lands are reasonably proximate to an active quarry and as such, from time to time drilling and blasting may occur, which may cause a certain degree of noise, dust and vibration at and on the subject lands."

The wording of the condition appears to be generally consistent with other restrictive covenants that have placed on title of properties near the Amherstburg Quarry that have undergone development approvals.

vii) Planning Report dated March 17, 2021 from Frank Garardo, Secretary Treasurer.

Committee Discussion:

The Chair introduced the application and asked if there were any members of the public present for this application. Noah Boyes, Planner with MHBC Planning, was monitoring the meeting on behalf of Walker Aggregates. The Planner, Frank Garardo read the purpose of the application. Ron Triolet presented the concept of the application. Frank Garardo confirmed no minor variances would be required as a result of the severance. Discussion ensued regarding Official Plan policies and land use compatibility between

the quarry and residential uses. Noah Boyes supported the warning clause listed in the proposed conditions.

No further questions on the application. Frank Garardo read the conditions of the severance and the applicant acknowledged understanding. Conditions 4 and 5 were amended to include both the severed and retained lots. Condition 10 was amended to address the Fire department's concerns with spatial separation.

The following resolution was put forth:

That application B/16/21 be approved subject to the following conditions:

1. That a Reference Plan of the subject property satisfactory to the municipality be deposited in the Registry Office; a copy to be provided to the municipality.
2. The applicant to submit to the municipality the deed, in triplicate, acceptable for registration in order that consent may be attached to the original and duplicate and a copy be provided to the municipality.
3. That all property taxes be paid in full.
4. That an access bridge permit must be completed to the severed and retained property where one does not exist prior to the issuance of a building permit, at the owner's expense. If the access is constructed over a municipal drain, it will be completed in accordance with the provisions of the Drainage Act, and if the access is constructed over a roadside drain it will be completed under the supervision of the Town's Manager of Engineering and Operations.
5. That the property owner shall install separate water services, sanitary sewer services, storm water sewer services and utility services, for the proposed new lot and retained lot in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds, if necessary.
6. That the developer be required to undertake lot grading plans for the severed and retained lots to the satisfaction of the Building Department.
7. The following covenant be included on the title of the property – "The Purchaser(s)/Transferee(s) hereby acknowledge(s) that he/she/they/it have been advised that the subject lands are reasonably proximate to an active quarry and as such, from time to time drilling and blasting may occur, which may cause a certain degree of noise, dust and vibration at and on the subject lands."
8. That the existing detached accessory structure be demolished or relocated to a location that complies with Zoning By-law 1999-52, as amended, prior to the stamping of deeds to the satisfaction of the Town.
9. That a parkland fee be paid to the Town of Amherstburg prior to the stamping of the deeds in an amount of \$300 per lot.
10. That any dwelling unit constructed on the severed lot maintain the minimum spatial separation between it and any adjacent existing dwellings, in accordance with the Ontario Building Code, as applicable.
11. This consent will be deemed to be refused in accordance with the Planning Act if the above noted conditions are not met within one year from the date of this notice.

Moved by: Terris Buchanan

Seconded by: Anthony Campigotto

-carried-

	Yes/Concur	No/Not Concur
Terris Buchanan	X	
Anthony Campigotto	X	
Josh Mailloux	X	
Donald Shaw (VC)	X	
David Cozens (CH)	X	

Reasons of Committee – The request is in conformity with Sections 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement. The proposed lots provide for infill development that meets the provisions of the Zoning By-law 1999-52, as amended.

7. **Next Meeting** to be April 27, 2021.

8. **Adjournment**

The meeting was adjourned at 9:02 a.m.

Chairman- Dave Cozens

Secretary- Frank Garardo

DRAFT

Unfinished Business List - eScribe as at April 12, 2021

Agenda Item	Assigned To	Comment	Description	Date
NEW BUSINESS	Anne Rota, Phil Roberts	Tourism administration in 2020 introduced a new festival (TRUE Festival) as supported by the Canadian Experience grant. Additionally the Department has been task with investigating creating green festivals to which preparation is underway for participation in the Great Global Cleanup - Detroit River. The impact of these events will be included, along with an assessment of other events in the pending report. Consultation with the TWEPI to help frame to elements of an economic impact statement requires further action. Information will follow as it becomes available on post pandemic festivals/events.	Resolution # 20190909-447 Simone/Meloche That: Administration BE DIRECTED to prepare a report exploring the economics, rationale and feasibility of introducing other festivals and events within the Town of Amherstburg for Council consideration in the 2020 Operating Budget; Administration BE DIRECTED to look at all possible venues within the Town of Amherstburg to hold events/festivals.	09-Sep-19
NEW BUSINESS	Antonietta Giofu, Frank Garardo	Administration compiling information and working with solicitor. Anticipated report in first quarter 2021.	Resolution # 20191015-497 Prue/Simone That Administration BE DIRECTED to bring back a report regarding the finalization of the development of the north end of Boblo Island with the intent to enforce the by-law and development agreement relating to roads, sidewalks, curbs, and lighting, and to outline all municipal costs, if any.	15-Oct-19
Request for the Town of Amherstburg to Take Part in 'Green' Initiatives - Paul Hertel	Eric Chamberlain, Antonietta Giofu, Anne Rota, Phil Roberts, Frank Garardo	Committee liaison has been appointed. Terms of Reference approved w/amendments on May 25, 2020. Committee member recruitment to begin June 10th. Parks and Tourism administration is organizing participation in the Great Global Cleanup - Detroit River event for April 25th, 2020 as a leading green festival initiative with the goal to build on the Detroit River Canadian Cleanup events and the 50th anniversary of Earth Day. These green festival initiatives will be re-scheduled during appropriate pandemic stages. Amherstburg supported the Lake Erie Challenge held August 21 and event of the Freshwater Alliance. Ongoing investigation into "green initiatives" for festival and events. good time to research during COVID while festivals are restricted at this time Green Fleet report to Council 2nd quarter 2021	Resolution # 20191028-507 Prue/Courtney That: The delegation BE RECEIVED and Mr. Hertel's report BE SENT to the Manager of Planning Services for inclusion at the November 12, 2019 Official Plan meeting; A green review BE DEVELOPED on Town fleet; Green festivals BE INVESTIGATED; Green builds BE INVESTIGATED on all new housing and building developments, and existing commercial, industrial and residential assessed property; and, Administration BE DIRECTED to bring back a report on the feasibility of a Committee on the Environment inclusive of Terms of Reference.	28-Oct-19
Opposing SunParlour R/C Flyers Noise Exemption Request - Tom and Mary Bateman	Nicole Rubli	Public consultation required. Anticipate report to Council late Q3 early Q4	Resolution # 20200113-004 Prue/Simone That Administration BE DIRECTED to bring back a report with an amendment to Section 3 of Noise By-law 2001-43.	13-Jan-20
Live Music on Legion Patio from May to October - Laurie Cavanaugh, President, Royal Canadian Legion, Fort Malden Branch 157	Nicole Rubli	Public consultation required. Anticipate report to Council late Q3 early Q4	Resolution # 20200113-006 McArthur/Prue That Administration BE DIRECTED to amend Noise By-law 2001-43 to allow commercial properties with patios to request seasonal exemptions to allow for outdoor music and to allow a reading of 70 decibels from the source of where music is produced.	13-Jan-20
NEW BUSINESS	Antonietta Giofu, Eric Chamberlain	This will be addressed in a report to Council regarding an amendment to the Traffic Bylaw - report anticipated in 1st quarter 2021.	Resolution # 20200210-061 Simone/McArthur That Administration BE DIRECTED to look into prohibiting on-street parking during heavy snowfalls to assist snowploughs when clearing snow.	10-Feb-20
Economic Development Advisory Committee Minutes - 2020 02 06	John Miceli	Administration coordinating discussion with property owners	Resolution # 20200224-078 Simone/Meloche That: 1. The Town of Amherstburg APPROACH the property owner to investigate the opportunities to create a Master Plan for the former Honeywell site to determine its highest and best use; 2. The Town of Amherstburg BRING a report to explore the possibilities of obtaining waterfront properties as they become available in accordance with the Town's Official Plan; and, 3. The Transportation Study BE REFERRED to the Economic Development Advisory Committee before being presented to Council	24-Feb-20
NEW BUSINESS	Nicole Rubli, John Miceli	Consultation coordination underway	Resolution # 20200224-080 Prue/Meloche That Administration BE DIRECTED to meet with businesses in the downtown core to assist them with locations for staff parking and to look into the feasibility of staff permit parking, including overnight parking, and to educate businesses and the community on downtown parking.	24-Feb-20

Unfinished Business List - eScribe as at April 12, 2021

Agenda Item	Assigned To	Comment	Description	Date
NEW BUSINESS	Angelo Avolio, Nicole Rubli	Administration will investigate peer equivalents	Resolution # 20200309-096 Prue/Courtney That: 1. Administration BE DIRECTED to bring back a report on vacant building registries and to investigate the City of Hamiltons by-law with respect to vacant buildings for discussion; and, 2. Administration BE DIRECTED to bring back a report on an Agent of Change by-law for discussion.	09-Mar-20
Amherstburg Accessibility Advisory Committee Minutes - February 27, 2020	Nicole Rubli	Administration exploring options	Resolution # 20200309-094 Meloche/Simone That Licensing and By-law Enforcement INVESTIGATE a means of providing incentives, regulation, or, a combination of both, to achieve a higher proportion of accessible on-demand taxis in the Town of Amherstburg.	09-Mar-20
At-large vs. Ward System Elections	Paula Parker	report anticipated in May 2021	Resolution # 20200622-182 Simone/Prue That the Clerk BE DIRECTED to bring an additional option forward to Council with respect to an At-large vs. Ward System Election.	22-Jun-20
NEW BUSINESS	Antonietta Giofu	Anticipate report to Council in Q2	Resolution # 20200810-241 Prue/Simone That Administration BE DIRECTED to bring back a report on what the Town can do to eliminate the delivery of gravel on the waterfront at the end of Texas Road.	10-Aug-20
NEW BUSINESS	Todd Hewitt, Antonietta Giofu	In progress - working with ERCA on design.	Resolution # 20200810-244 McArthur/Simone That Administration BE DIRECTED to erect a 'Welcome to Amherstburg' sign at the Greenway trail at Walker Road.	10-Aug-20
Mandatory Downspout Disconnection By-law	Antonietta Giofu, Dan Beaulieu	Administration working with EWSWA. Anticipate report for Q2.	Resolution # 20200914-267 Courtney/McArthur That Administration BE DIRECTED to look into the feasibility of a rain barrel program to offer residents at a discounted cost.	14-Sep-20
NEW BUSINESS	Nicole Rubli	Administration will bring back a report with options.	Resolution #20200914-292 Courtney/Prue That Administration BE DIRECTED to bring back a report regarding regulating Air B&B's.	14-Sep-20
NEW BUSINESS	Nicole Rubli, Antonietta Giofu	Report to Council anticipated in 2021	Resolution # 20200914-293 Prue/Simone That Administration BE DIRECTED to look into an idling by-law specifically on Boblo Island at the ferry loading area and that a report be brought back to Council.	14-Sep-20
Amherstburg Street Pass Program Proposal - Lauri Brouette	John Miceli	Update on BIA - initial November meeting re-scheduled to early 2021	Resolution # 20200928-298 Prue/Simone That: The delegation BE RECEIVED; and, Administration BE DIRECTED to bring back a report regarding the possibility of starting a BIA; and, Legal advice BE SOUGHT with respect to the proposed Street Pass Program and the risks associated with the use of Town resources and logo.	28-Sep-20
NEW BUSINESS	Frank Garardo		Resolution # 20200928-309 Prue/Simone That Administration BE DIRECTED to bring a report back regarding the feasibility of a public art dedication fund as a provision in future development agreements.	28-Sep-20
Crossing Guard Program - Yvette Erickson	Antonietta Giofu	Speed limit signs on Simcoe have been changed to 40km. #3 of the recommendation will be addressed with a report to Council regarding an amendment to the Traffic Bylaw - report anticipated in 1st quarter 2021.	Resolution # 20201013-317 Prue/McArthur That: The delegations in Items # 4.3 and # 4.4 BE RECEIVED; Administration BE DIRECTED to correspond with all school boards to ascertain the current number of additional walking students; Administration BE DIRECTED to bring back a report on reducing the street speed limit to 40km in the downtown core and on residential streets; and, The speed limit on Simcoe Street from Pacific Avenue to Victoria Street BE REDUCED from 50km to 40km.	13-Oct-20

Unfinished Business List - eScribe as at April 12, 2021

Agenda Item	Assigned To	Comment	Description	Date
Easement Documentation and By-law 2020-059 - Nicole Keogh and Mary Canton, Amherst Point Association	Nicole Rubli	Options will be brought back for consideration.	Resolution # 20201109-358 Prue/Meloche That Administration BE DIRECTED to prepare a report to determine costs and impacts for all Town encroachments and that the report be brought back to Council for consideration.	09-Nov-20
2021 BUDGET DELIBERATIONS	Phil Roberts	The Windsor Essex County Catholic School Board and the public proponents of the project have been notified of the Town of Amherstburg's commitment to fund restoration of the existing courts up to \$20K. Administration has indicated to both parties are willingness to meet and develop a Joint Use Agreement.	Resolution # 20201117-408 McArthur/Renaud That Parks-3, Joint Use Agreements Tennis Courts at Villinova HS, BE APPROVED from reserves contingent on partnership negotiations and Administration BE DIRECTED to report back on the negotiations.	17-Nov-20
NEW BUSINESS	Rick Daly, Phil Roberts		Resolution # 20201123-442 Simone/Meloche That Administration BE DIRECTED to bring a report back reviewing the Town's recreation user fees and program levels with surrounding municipalities and further to explore opportunities to improve programming and reduce excess capacity as recommended by the Service Delivery Review.	23-Nov-20
UNFINISHED BUSINESS	Phil Roberts	Public consultation documents are complete with notification going out to adjacent residents and the broader community the week of Jan 25th, 2021.	Resolution # 20201214-480 Courtney/McArthur That: Administration BE DIRECTED to come back to the 2021 Budget with all costs associated with a new skate park; The Libro Centre, 320 Richmond (former St. Bernard's School), Jack Purdie Park, and the north end of Centennial Park BE CONSIDERED as the locations for the new skate park; and, The public BE CONSULTED on the 4 locations being considered.	14-Dec-20
NEW BUSINESS	Antonietta Giofu	Report anticipated in 1st quarter 2021.	Resolution # 20201214-484 McArthur/Courtney That Administration BE DIRECTED to amend the Traffic By-law to include Pacific Avenue to Fryer Street in the Community Safety Zone.	14-Dec-20
Pending Playground Equipment Removal from Wigle and Briar Ridge Parks	Phil Roberts		Resolution 20210208-031 Prue/McArthur That Administration BE DIRECTED to immediately begin public consultation on Briar Ridge and Jack Purdie parks for playground equipment to be funded from the Reserve Fund General.	08-Feb-21
Proactive Committee Oversight	Paula Parker	Report will be brought forward as directed in 2022	Resolution # 20210222-053 Prue/Simone That: The report regarding Proactive Committee Oversight BE RECEIVED; and, Administration BE DIRECTED to prepare a report regarding the establishment of a striking committee prior to the end of the current term of Council so that it can be considered at the first meeting of the new term of Council.	22-Feb-21
Off-Road Vehicle Use on Amherstburg Roadways	Nicole Rubli		Resolution # 20210308-070 McArthur/Simone That Administration BE DIRECTED to consult with the applicants as to the feasibility and desire to allow off-road vehicles on Amherstburg roads knowing that they won't be able to access County roads.	08-Mar-21
NEW BUSINESS	Antonietta Giofu, Eric Chamberlain		Resolution # 20210308-077 Prue/Meloche That Administration BE DIRECTED to look into the feasibility of a 3-way stop at Ramsay Street and Gore Street due to possible sight line concerns.	08-Mar-21

Unfinished Business List - eScribe as at April 12, 2021

Agenda Item	Assigned To	Comment	Description	Date
Request for Street Named after Grandfather - Denise Spearing	Frank Garardo		Resolution # 20210322-085 Prue/Simone That: The delegation BE RECEIVED; and, Harry V. Spearing's name BE ADDED to the street naming list and be properly vetted through the Marsh Historical Collection and the Heritage Committee, if necessary, and a report be brought back to Council.	22-Mar-21
Request for Fence Variance - Scott Renaud and Lynn Nadeau	John Miceli	Meeting has been scheduled for April 15, 2021	Resolution # 20210322-086 Prue/Simone That: The Chief Administrative Officer BE DIRECTED to meet with the parties to the fence variance request to broker a deal and mediate a settlement; and, The current application BE TABLED until a settlement is reached.	22-Mar-21
NEW BUSINESS	Frank Garardo		Resolution # 20210322-099 Renaud/Prue That Administration BE DIRECTED to explore long term Town volunteers who can potentially be added to the street naming list after being vetted through the Marsh Collection Society and the Heritage Committee, if necessary; and, A report be brought back with the list of names.	22-Mar-21

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2021-028

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

WHEREAS pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the powers of a municipality shall be exercised by its Council;

WHEREAS pursuant to Section 5(3) of the Municipal Act, 2001, S.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 April 12th, 2021, 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 12th day of April, 2021.

MAYOR – Aldo DiCarlo

CLERK – Paula Parker