



**TOWN OF AMHERSTBURG  
REGULAR COUNCIL MEETING**

**SUPPLEMENTARY AGENDA**

**View Livestream at the time of the proceedings at  
<https://www.amherstburg.ca/livestream>**

**Monday, February 14, 2022**

**6:00 PM**

**Council Chambers**

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

For information pertaining to this agenda or to arrange for any additional accessibility needs please contact the Clerk's Division at [clerk@amherstburg.ca](mailto:clerk@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.

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**Pages**

**10. DELEGATIONS**

**10.3. *Item # 15.5 - Proposal from Stillbrook Retirement Residences - Sharon Coleman***

**3**

That the delegation **BE RECEIVED**.

10.4. *Item # 15.5 - Proposal from Stillbrook Retirement Residences - Diane Pouget*

6

That the delegation **BE RECEIVED**.

15. REPORTS - CAO's OFFICE

15.6. *Road Closure of Whitewood Ridge Boulevard, Conveyance of a Portion of Whitewood Ridge Boulevard, Road Dedication of Hickory View Court as a Public Highway and Development Agreement for Hickory View Court*

8

It is recommended that:

1. The request from Boblo Developments Inc. for the road closure of Whitewood Ridge Boulevard, Part 31, 12R-16411 **BE APPROVED**;
2. **By-law 2022-015** being a by-law to close Whitewood Ridge Boulevard be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign the same;
3. Council **APPROVE** the transfer of a portion of the former Whitewood Ridge Boulevard, RP 12R-28927, Part 7 to Boblo Developments Inc.;
4. The dedication of Part 4 on 12R-28919 (easterly extension of Hickory View Court) as a Public Highway **BE APPROVED**;
5. **By-law 2022-016** being a by-law to dedicate Part 4 on 12R-28919 as a Public Highway be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same;
6. The execution of a Development Agreement with Boblo Developments Inc. associated with Consent File numbers B/38-42/21 inclusive **BE APPROVED**; and,
7. **By-law 2022-017** being a by-law to authorize the signing of a Development Agreement for the development of six residential building lots on Part of Bois Blanc Island, designated as RP 12R-28927, Parts 1-7, Amherstburg, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.



# Delegation Request Form

I wish to appear before \*

Council

Advisory Committee of Council

Date of Meeting \*

2/14/2022



Name of Delegate(s) \*

Sharon Colman

Address \*

[REDACTED]

Phone \*

[REDACTED]

Email \*

[REDACTED]

Capacity in which you will be attending \*

Attending as an Individual

Representing a Group / Organization

Have you contacted Administration regarding this matter? \*

Yes

No

Reason(s) for Delegation Request (subject matter to be discussed). If the request is in response to an item on the agenda, please specify the item's agenda # \*

I would like to speak to 15.5 from recommendations 1 - 4

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

I am not in favour as I believe that the park land should be left as parkland.

**Will a powerpoint presentation be made? \***

Yes

No

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

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

**File Name**



Delegate submission for Feb 14, 2022.docx

14.4 KB

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

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

I would like to preface my presentation regarding 15.5 by stating that I think Stillbrook would make a fine addition to Amherstburg and is definitely needed. However, I am in strong opposition that it be at the cost of parkland.

I recall (perhaps mistakenly) the residents of Amherstburg have been told that they would have the opportunity to have input as to how the remaining 12 acres of Centennial park would be developed. 15.5 not only declares the acreage surplus, it also sells the property to a developer with absolutely no input from the citizens to whom you represent.

Please remember:

1. In 2018 Centennial was the 3<sup>rd</sup> busiest park out of 26 parks in the Town of Amherstburg before it was stripped of the athletic amenities.
2. This park is within a central, safe walking distance of thousands of residents including children, who depend on this park for outdoor recreational facilities.
3. This park is within walking distance of 3 schools and abuts the property of our new high school. I believe that development of this property could in fact undermine the success of our new public high school.
4. I believe it is unsafe and unreasonable to expect our children, grandchildren and students to walk along one of our busiest roads, the Pike Road to use parkland at the Libro Center.
5. This Park was developed and paid for by the taxpayers of Amherstburg, the staff, students and parents of General Amherst High School, the Lions Club, the Kinsmen Club, the Rotary Clubs, etc.
6. H. Murray Smith Centennial Park is an important component of our community recognizing the outstanding contributions of Mayor H. Murray Smith.

For these reasons, I am requesting you, the elected leaders of our community have the same courage and foresight of your predecessors and pass the following motion tonight:

A motion for Amherstburg Town Council to direct administration tonight to cease any negotiations or plans to sell the remaining 12 acres of our H. Murray Smith Centennial Park and Council pass this motion to assure our residents, that you will not sell any portion of this park.

Respectfully submitted,  
Sharon Colman  
February 11, 2022

**From:** Diane Pouget  
**Sent:** February 11, 2022 2:43 PM  
**To:** Tammy Fowkes  
**Subject:** RE: Delegation Request Form

Good evening Mr. Mayor and members of Amherstburg Town Council,

Thank you for giving me the opportunity to address you this evening regarding #12.1, 12.2 and 15.5 on your February 14<sup>th</sup> Regular Council agenda.

In 12.1 administration recommends that Council designate \$100,000 to the H. Murray Smith Centennial Park. This is a far cry from the services that were removed from one of the busiest parks in the Town of Amherstburg. Our Council put approximately 2.5 million dollars from the sale of the 15 acres of Centennial Park into a park reserve in order to replace the tennis courts, volleyball courts, playground equipment, track and field facilities, etc. that were lost as a direct result of the sale to the school board in order to save our two community high schools. Where is that money?

In 12.2 administration recommends the sale of all interior items for the Amherstburg Community Building. This was the former home of the Golden Age Club and it was my understanding that there would be public feedback regarding the use of this facility. Please provide the public's response to sell this property and its contents. Please provide the agreement from the Golden Age Club to destroy this property. May I remind you the Golden Age Club was removed from their room at the Libro Center without their knowledge or consent. Is this how you allow administration to treat our seniors?

In 15.5 this recommendation is very deceiving. Please show me where it states the recommendation is to declare the H. Murray Smith Centennial Park as surplus and to sell this beloved park to StillBrook. It doesn't. In my opinion, this is not open and transparent governance. This recommendation does not take into consideration the ramifications this would have on one of the busiest parks in the Town of Amherstburg. It does not take into consideration, that it would prohibit much needed green space for all our children, who live within walking distance of our 3 schools. It ignores the fact that our new high school would be landlocked. It ignores the fact that sending students to walk to the Libro Center is dangerous and irresponsible. This recommendation does not advise you, that this

land was purchased by Amherstburg taxpayers for parkland and was named after a highly respectable former Mayor H. Murray Smith. You have been advised by former members of administration that we had too much parkland per capita. This is entirely untrue. In fact, it was recently reported that Amherstburg had an increase in population of 7.2% or 1,588 people. This does not include the large amount of homes designated to be built in the next 2-5 years.

Please know that I could go on and on about why Not to declare this park surplus, but I must supply my speaking notes now.

In closing, I am not against affordable or geared to income housing but, common sense dictates not on our much- needed parkland. There are many other more suitable locations for this project. Please do not make the same mistake that was made with the Queen Charlotte residents when there were constant complaints about the Legion. Do you honestly believe these seniors will not complain about noise from football games, dances, banquets, etc.?

Thank you for your time and attention to this matter,  
Diane Pouget



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: Road Closure of Whitewood Ridge Boulevard, Conveyance of a Portion of Whitewood Ridge Boulevard, Road Dedication of Hickory View Court as a Public Highway and Development Agreement for Hickory View Court

1. RECOMMENDATION:

It is recommended that:

- 1. The request from Boblo Developments Inc. for the road closure of Whitewood Ridge Boulevard, Part 31, 12R-16411 BE APPROVED;
2. By-law 2022-015 being a by-law to close Whitewood Ridge Boulevard be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same;
3. Council APPROVE the transfer of a portion of the former Whitewood Ridge Boulevard, RP 12R-28927, Part 7 to Boblo Developments Inc.;
4. The dedication of Part 4 on 12R-28919 (easterly extension of Hickory View Court) as a Public Highway BE APPROVED;
5. By-law 2022-016 being a by-law to dedicate Part 4 on 12R-28919 as a Public Highway be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.
6. The execution of a Development Agreement with Boblo Developments Inc. associated with Consent File numbers B/38-42/21 inclusive BE APPROVED; and,



7. **By-law 2022-017** being a by-law to authorize the signing of a Development Agreement for the development of six residential building lots on Part of Bois Blanc Island, designated as RP 12R-28927, Parts 1-7, Amherstburg, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

**EXECUTIVE SUMMARY:**

N/A

**2. BACKGROUND:**

Town staff received a letter from Boblo Developments Inc. requesting the closure of Whitewood Ridge Boulevard and the conveyance of a portion of the closed right-of-way (see attached 12R-16141, Part 31 regarding the road closure and 12R-28927, Part 7 regarding the land conveyance). Once closed, a portion of the former right-of-way is required to be dedicated as a public highway, Hickory View Court, to facilitate the easterly extension of the existing street to finish the loop (see Part 4, 12R-28919 attached).

An application has also been received for approval of a Development Agreement to satisfy certain conditions associated with Consent File Numbers B/38-42/21 inclusive from Boblo Developments Inc. Section 53(41) of the Planning Act, requires that conditions must be fulfilled on a provisional consent within one year.

On June 29, 2021, Boblo Developments Inc. obtained approval with conditions from the Committee of Adjustment to sever five residential lots which are located on Hickory View Court. Consent Approval requires the developer to execute a Consent/Development Agreement to ensure appropriate monitored development of the lands.



Figure 1

### **3. DISCUSSION:**

In 1998, Whitewood Ridge Boulevard, Part 31, 12R-16141, was conveyed to the Town and road dedication by-law 1998-61 was approved to dedicate the subject lands as a public highway on Boblo Island. Since this time the developer has advised that the lots along Whitewood Ridge Boulevard will not be developed, the lands will remain in a natural state.

As a result, there is no longer a need for Whitewood Ridge Boulevard to remain as a municipal right-of-way. The recommendation to Council is to stop up and close the entire right-of-way (Part 31, 12R-16141).

Whitewood Ridge Boulevard is a 66' wide right-of-way. At the east end, Part 7 on 12R-28927 depicts an approximate 46' wide portion that will be conveyed back to Boblo Island Developments with the Town maintaining ownership of a 20' wide section for our sanitary sewer. As portions of these lands are no longer required for public access, they will be returned to the developer for a nominal fee (\$1).

The east portion of the former right-of-way will then be re-dedicated as a public highway as part of Hickory View Court. A By-law dedicating Part 4 on 12R-28919 as a Public Highway is being presented for Council's consideration. The Municipal Act, R.S.O. 2001, c.25 Sections 24-68 authorizes the Council of every municipality to pass a By-law for establishing, laying out, acquiring, assuming, or naming a highway. Administration is recommending the passage and registration of a By-law designating the parcel as public highways. It is appropriate at this point to dedicate this part as a public highway to continue to facilitate the residential development on Hickory View Court.

The lands subject to the development agreement are legally described as Part of Blanc Island, RP 12R-28927, Parts 1 to 7. The provisional consent provided for the approval of a total of five residential lots (Parts 1 to 5) with a retained parcel (Part 6) that will merge with the conveyed lands (Part 7) resulting in a sixth residential lot. The lots will be serviced with municipal water and municipal sewers.

The subject property is designated Recreational Development in the Town of Amherstburg's Official Plan. The lots are located within a primary settlement area as defined by the County of Essex. The subject property is zoned Resort Residential/Resort Commercial (RR/RC) Zone and Environmental Protection (EP) Zone. The lands subject to the conveyance, road dedication and development agreement are entirely within the RR/RC Zone.

The RR/RC Zone does not have minimum lot sizes or frontages, however proposed lot sizes, frontages and the intended land use for the severed parcels are consistent with the existing interior residential building lots on Boblo Island.

The Committee of Adjustment approved the severances and included as a condition of consent that the applicant enter into a Consent/Development Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services Department.

The Development Agreement deals with the normal site servicing issues, schedules, required approvals from the various Ministries and Agencies, securities, legal obligations for completion of the work and inspections, alterations to the plans, interpretation and application of the agreement.

The proposed development conforms to the Town's planning documents and the Development Agreement addresses site servicing matters in accordance with the requirements of the Planning Act.

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

There is no clear risk to not completing the closure or the conveyance, although, as this area will now remain naturalized it would be best to limit public ROW access. The Town will continue to maintain access to the Town's sanitary sewer through the retained 20' portion.

The recommendations in this report represent a typical level of risk associated with municipal liability for public services. Maintenance and repair of municipal infrastructure will continue to be the responsibility of the Town of Amherstburg.

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. 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 for file numbers B/38-42/21. If approval is not granted for the Development Agreement the conditions will not be fulfilled, the consent will lapse and the lots will not be severed for development purposes.

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

There is no financial impact to this report in regards to the road closure, conveyance and road dedication. The conveyance of lands back to the developer for \$1 is negligible.

The costs associated with the requests, 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 new building lots to be created through the consent process.

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

The Infrastructure Services Department and Planning division were consulted and confirmed no concerns with the road closure, conveyance, road dedication and development agreement. Both confirmed that it is appropriate to proceed with the reconfiguration and development of the subject lands.

The applications for consent were sent for review to the Infrastructure Services 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.

**7. CONCLUSION:**

It is recommended that the road closure be approved by Council and By-law 2022-015 be adopted. The by-law will then be sent for registration.

It is also recommended that Part 7, 12R-28927 be conveyed to Boblo Developments Inc.

The Municipal Act, R.S.O. 2001, c 25 Sections 24-68 provides specific municipal powers regarding highways. It is appropriate to dedicate this Part as a public highway at this time by By-law 2022-016. The by-law will then be sent for registration.

Administration recommends that the Development Agreement for Hickory View Court be approved and By-law 2022-017 be adopted as recommended. The agreement will then be sent for registration.

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Valerie Critchley  
Director, Legislative Services & Clerk

**JM**

**DEPARTMENTS/OTHERS CONSULTED:**

**Name: Infrastructure Services Department  
Phone #: 519 736-3664 ext. 2313**

**Name: Planning division  
Phone #: 519 736-5408 ext. 2134**

## Report Approval Details

Document Title:	Rd Closure and Conveyance of Whitewood Ridge, Rd Ded. of Hickory View as a Public Hiwy and Dev Agmt for Hickory View.docx
Attachments:	- 2022 02 28- Road Closure of Whitewood Ridge, Road Dedication of Hickory View, Dev Agmt for Hickory View Court-ATTACHEMENTS.pdf
Final Approval Date:	Feb 14, 2022

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

Tiffany Hong

**No Signature - Task assigned to Tony Haddad was completed by workflow administrator Tammy Fowkes**

Tony Haddad



Valerie Critchley



**BEARING REFERENCE**  
 BEARINGS SHOWN HEREON ARE NAD 27, 6" UTM, ZONE 17 GRID BEARINGS (1978 ADJUSTMENT), REFERRED TO THE CENTRAL MERIDIAN 81° 00' W LONGITUDE, DERIVED FROM GPS OBSERVATIONS.

PARTS SCHEDULE				PARTS SCHEDULE			
PART	AREA	DESCRIPTION	P.L.N.	PART	AREA	DESCRIPTION	P.L.N.
1	12,897 sq.ft.	PART OF BOIS BLANC ISLAND (BOB-LO ISLAND)	PART OF P. L. N. 01564 - 0001 REMAINDER OF 1282519	10	5,828 sq.ft.	PART OF BOIS BLANC ISLAND (BOB-LO ISLAND)	PART OF P. L. N. 01564 - 0001 REMAINDER OF 1282519
2	5,512 sq.ft.			11	5,810 sq.ft.		
3	7,248 sq.ft.			12	5,733 sq.ft.		
4	6,998 sq.ft.			13	5,710 sq.ft.		
5	7,008 sq.ft.			14	5,728 sq.ft.		
6	6,725 sq.ft.			15	6,158 sq.ft.		
7	6,737 sq.ft.			16	6,863 sq.ft.		
8	6,529 sq.ft.			17	6,866 sq.ft.		
9	10,748 sq.ft.			18	5,202 sq.ft.		

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.

**PLAN 12R-16141**  
 RECEIVED AND DEPOSITED

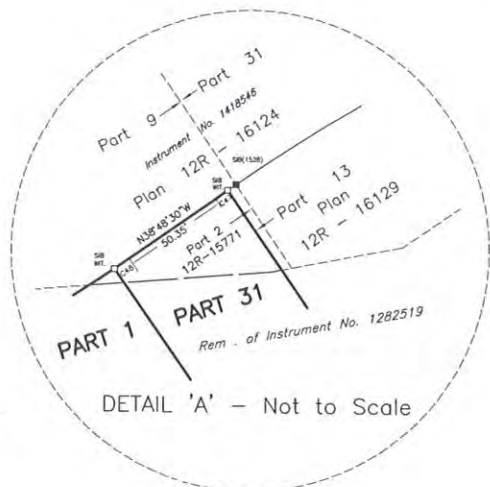
DATE: MARCH 24, 1998 DATE: 1998-03-24

W.C. STUBBERFIELD  
 ONTARIO LAND SURVEYOR

AN ASSISTANT DEPUTY LAND REGISTRAR FOR THE REGISTRY DIVISION OF ESSEX (12)

PARTS SCHEDULE			
PART	AREA	DESCRIPTION	P.L.N.
19	5,383 sq.ft.	PART OF BOIS BLANC ISLAND (BOB-LO ISLAND)	PART OF P. L. N. 01564 - 0001 REMAINDER OF 1282519
20	5,382 sq.ft.		
21	5,382 sq.ft.		
22	5,388 sq.ft.		
23	5,378 sq.ft.		
24	5,089 sq.ft.		
25	5,335 sq.ft.		
26	5,525 sq.ft.		
27	5,580 sq.ft.		
28	5,500 sq.ft.		
29	5,509 sq.ft.		
30	19,534 sq.ft.		
31	56,436 sq.ft.		

PARTS 1 to 31(inclusive) - Part of P.I.N. 01564-0001



**PLAN OF SURVEY**  
 OF  
 PART OF BOIS BLANC ISLAND (BOB-LO ISLAND)  
 GEOGRAPHIC TOWNSHIP OF MALDEN  
 NOW IN THE  
 TOWN OF AMHERSTBURG  
 COUNTY OF ESSEX, ONTARIO  
 VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZARE INC.  
 SCALE: 1"=60'

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	123.00'	20.39'	20.37'	N64°20'10"E
C2	253.00'	38.42'	38.39'	N64°44'00"E
C3	123.00'	35.33'	35.21'	N51°21'30"E
C4	253.00'	76.18'	75.89'	N51°45'20"E
C5	123.00'	35.16'	35.04'	N34°56'30"E
C6	253.00'	72.47'	72.22'	N34°55'30"E
C7	123.00'	35.32'	35.20'	N18°31'30"E
C8	253.00'	72.51'	72.26'	N18°30'30"E
C9	123.00'	33.61'	33.51'	N02°28'10"E
C10	253.00'	69.85'	69.63'	N02°23'10"E
C11	123.00'	33.54'	33.43'	N1°10'20"W
C12	253.00'	70.10'	69.88'	N1°32'40"W
C13	123.00'	49.89'	49.55'	N32°36'10"W
C14	123.00'	18.73'	18.71'	N48°35'00"W
C15	238.00'	2.98'	2.98'	N69°06'50"E
C16	238.00'	12.89'	12.89'	N67°12'10"E
C17	238.00'	33.29'	33.26'	N61°38'40"E
C18	368.00'	53.31'	53.26'	N61°30'10"E
C19	238.00'	33.76'	33.73'	N53°34'30"E
C20	368.00'	52.54'	52.50'	N53°15'40"E
C21	238.00'	36.58'	36.55'	N45°06'30"E
C22	368.00'	51.61'	51.57'	N45°09'10"E
C23	238.00'	35.33'	35.30'	N36°27'10"E
C24	368.00'	52.50'	52.46'	N37°02'50"E
C25	238.00'	13.17'	13.17'	N30°36'50"W
C26	368.00'	23.89'	23.89'	N31°06'00"E
C27	172.00'	70.64'	70.14'	N40°47'40"E
C28	172.00'	77.41'	76.76'	N65°27'10"E

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C29	238.00'	35.19'	35.16'	N62°46'00"E
C30	360.00'	53.21'	53.16'	N62°48'00"E
C31	238.00'	35.19'	35.16'	N54°17'40"E
C32	360.00'	53.21'	53.16'	N54°17'50"E
C33	238.00'	35.19'	35.16'	N45°49'20"E
C34	360.00'	53.21'	53.16'	N45°49'50"E
C35	238.00'	35.19'	35.16'	N37°21'00"E
C36	360.00'	53.20'	53.15'	N37°21'40"E
C37	238.00'	16.96'	16.96'	N31°04'20"E
C38	360.00'	25.76'	25.76'	N31°04'40"E
C39	172.00'	59.05'	58.76'	N38°51'50"E
C40	50.00'	14.02'	13.97'	N37°03'30"E
C41	50.00'	21.28'	21.12'	N57°17'00"E
C42	172.00'	62.37'	62.03'	N59°05'10"E
C43	398.00'	24.44'	24.44'	N67°42'50"E
C44	628.99'	39.29'	39.28'	N68°02'40"E
C45	628.99'	42.69'	42.68'	N64°18'00"E
C46	398.00'	49.09'	49.06'	N62°25'20"E
C47	1027.00'	7.09'	7.09'	N38°36'40"W
C48	581.03'	8.56'	8.56'	N38°23'10"W
C49	77.00'	19.74'	19.69'	N45°36'10"W

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

**LEGEND**

- SB DENOTES 1" X 1" X 4'-0" STANDARD IRON BAR
- SSB DENOTES 1" X 1" X 2'-0" SHORT STANDARD IRON BAR
- IB DENOTES 5/8" X 5/8" X 2'-0" IRON BAR
- RB DENOTES 3/4" DIAMETER X 2'-0" ROUND IRON BAR
- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET AND MARKED 1528
- WT DENOTES WITNESS
- ⊥ DENOTES PERPENDICULAR
- (S) DENOTES SET (M) DENOTES MEASURED (D) DENOTES DEED
- (S/P) DENOTES SET PROPORTIONALLY (O/U) DENOTES ORIGIN UNKNOWN
- (P) DENOTES PLAN 12R-15373 (M) DENOTES PLAN 12R-15667
- (1528) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZARE INC., O.L.S.
- (1201) DENOTES CLARKE SURVEYORS INC., O.L.S.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE 23rd DAY OF MARCH, 1998

DATE: MARCH 23, 1998

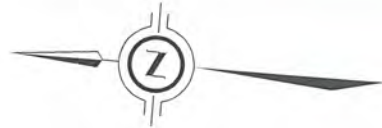
W.C. STUBBERFIELD  
 ONTARIO LAND SURVEYOR  
 for VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZARE INC.

WINDSOR 475 Devonshire Road, Suite 203 N9Y 2L5  
 Ph: (519) 255-1173 Fax: (519) 255-1173

VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZARE INC.  
 ONTARIO LAND SURVEYORS www.vshbbsurveyors.com

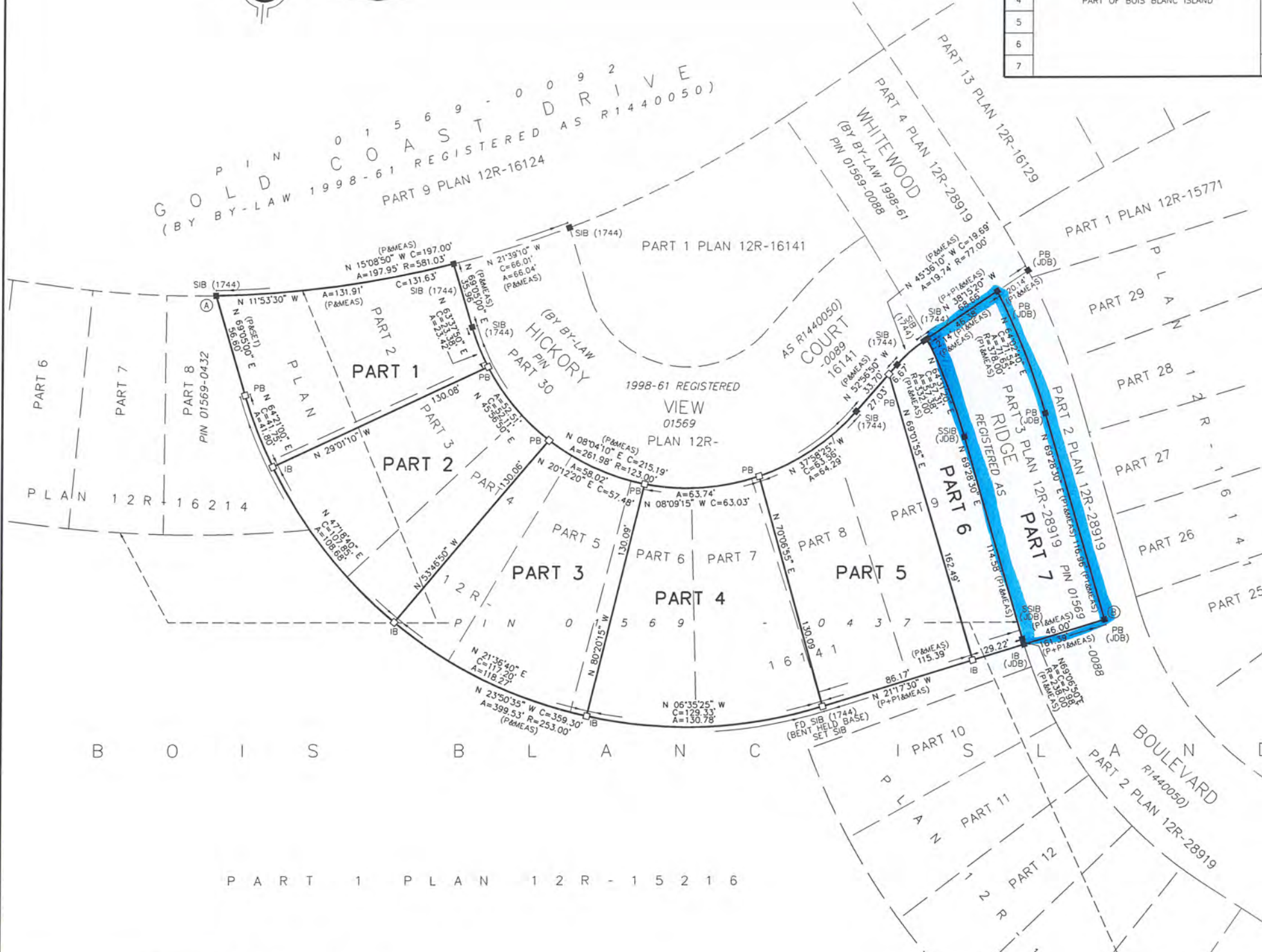
LEAMINGTON 187 Talbot Street East N9H 1L8  
 Ph: (519) 222-2175 Fax: (519) 222-2175

DRAWN BY: N.M.G. CAD DATE: JUN/31/2008 3:35PM  
 CHECKED BY: W.C.S. CAD FILE NO.: F:\DMC\12R-16141.DWG  
 WORK ORDER: 4-15643 FILE NO.: S-240(WIND) PLAN FILE NO.: C-1543



PARTS SCHEDULE				
PART	LOT	CONCESSION	P.I.N.	AREA
1				0.228 Acres.
2				0.241 Acres.
3				0.263 Acres.
4		PART OF BOIS BLANC ISLAND	PART OF 01569-0437	0.290 Acres.
5				0.276 Acres.
6				0.115 Acres.
7			PART OF 01569-0088	0.192 Acres.

PLAN 12R-28927  
 Received and deposited  
 February 7<sup>th</sup>, 2022  
 Jane Potter  
 Representative for the  
 Land Registrar for the  
 Land Titles Division of  
 Essex (No.12)



PLAN OF SURVEY  
**PART OF BOIS BLANC ISLAND**  
 GEOGRAPHIC TOWNSHIP OF MALDEN  
 NOW IN THE  
 TOWN OF AMHERSTBURG  
 COUNTY OF ESSEX

SCALE 1"=40'

THE INTENDED PLOT SIZE OF THIS PLAN IS 24" IN WIDTH BY 18" IN HEIGHT WHEN PLOTTED AT A SCALE OF 1":40'

VERHAEGEN LAND SURVEYORS - A DIVISION OF JD BARNES LIMITED

**IMPERIAL** DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.

**LEGEND**

■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
IB	DENOTES	IRON BAR
PB	DENOTES	PLASTIC BAR
WT	DENOTES	WITNESS
MEAS	DENOTES	MEASURED
1744	DENOTES	VERHAEGEN LAND SURVEYORS, OLS
NI	DENOTES	NO IDENTIFICATION
P	DENOTES	PLAN 12R-16141
P1	DENOTES	PLAN 12R-28919

ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

**SURVEYOR'S CERTIFICATE**  
 I CERTIFY THAT:  
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THE SURVEY WAS COMPLETED ON JANUARY 20th, 2022.

FEBRUARY 2nd, 2022  
 DATE  
  
 ALEC S. MANTHA  
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2185253

**INTEGRATION DATA**

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).  
 COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.

POINT ID	EASTING	NORTHING
ORP (A)	1 065 079.88'	15 299 475.24'
ORP (B)	1 064 939.96'	15 298 976.18'

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.  
 THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 518.33' N 15°39'40" E

**NOTES**  
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999957.

**VERHAEGEN** SURVEYING  
 LAND SURVEYORS MAPPING  
 A Division of GTS

J. D. Barnes Limited  
 187 TALBOT ST E, LEAMINGTON, ON, N8H 1L8  
 T: (519) 322-2375 F: (519) 322-2875 www.jdbarnes.com

DRAWN BY: AM	CHECKED BY: AM	REFERENCE NO.: 21-48-024-02
CAD Date: February 2nd, 2022		FILE NO.: E-MALDEN-BOBLO
CAD File: 21-48-024-02.dwg		





**CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2022-015**

**By-law to close Whitewood Ridge Boulevard, Boblo Island**

---

**WHEREAS** it is deemed expedient to close Whitewood Ridge Boulevard described as follows;

**Legal Description All of Whitewood Ridge Boulevard on Plan 12R-16141, Part 31 (PIN 01569-0088)**

**AND WHEREAS** Council adopted a report prepared by Valerie Critchley, Director, Legislative Services/Clerk at the Council Meeting of February 28, 2022 which recommended the said road closure takes place;

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

1. That the following parts of Whitewood Ridge Boulevard as shown on Plan 12R-16141, Part 31 attached to this by-law, shall be closed:

**Plan 12R-16141, Part 31, all of Whitewood Ridge Boulevard- PIN 01569-0088**

2. That this by-law shall come into force and take effect after the final passing thereof on the day upon which it is registered in the Registry Office for the Registry Division of Essex (No. 12).
3. That the Mayor and the Clerk of the Corporation be and are hereby authorized to do all acts and sign all documents which will be necessary to close the said parts of the road and convey the said lands or a portion of the said lands as provided herein, and to otherwise carry out the intent of this by-law.

Read a first, second and third time and finally passed this 14<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
MAYOR- ALDO DICARLO

\_\_\_\_\_  
CLERK- VALERIE CRITCHLEY

**THE CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2022-016**

**By-law to dedicate certain lands in the  
Town of Amherstburg as a Public Highway  
(easterly extension of Hickory View Court)**

---

**WHEREAS** the Municipal Act, R.S.O. 2001, c.25 Sections 24-68 authorizes the Council of every municipality to pass a by-law for establishing, laying out, acquiring, assuming, or naming a highway;

**AND WHEREAS** land has been transferred to the Town to be dedicated as a public highway for the extension of Hickory View Court and it is now appropriate to dedicate Part of Bois Blanc Island, designated as Part 4, Plan 12R-28919 as follows:

**12R-28919, Part 4**

**894.36 square metres**

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

1. THAT the lands described as Part 4, 12R-28919, Part of PIN 01569-0088, with a size of area of 894.36 square metres in the Town of Amherstburg, County of Essex, Province of Ontario is hereby dedicated as a public highway, and forms part of Hickory View Court.
2. THAT this By-law shall come into force and take effect immediately upon the final passing thereof at which time all by-laws that are inconsistent with the provisions of this by-law and the same are hereby amended insofar as it is necessary to give effect to the provisions of this by-law.

Read a first, second and third time and finally passed this 14<sup>th</sup> day of February, 2022.

---

MAYOR – ALDO DICARLO

---

CLERK – VALERIE CRITCHLEY

**THE CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2022-017**

**By-law to authorize the execution of a Development Agreement  
between Boblo Developments Inc.  
and the Corporation of the Town of Amherstburg**

---

**WHEREAS** Boblo Developments Inc. have proposed the subdivision and servicing of lands owned by them within Hickory View Court, legally described as Part of Bois Blanc Island, RP 12R-28927, Parts 1 to 7 (formerly Township of Malden) now in the Town of Amherstburg;

**AND WHEREAS** the Corporation of the Town of Amherstburg have settled with Boblo Developments Inc. 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 Boblo Developments Inc.;

**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 Boblo Developments Inc. 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 14<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
MAYOR – ALDO DICARLO

\_\_\_\_\_  
CLERK – VALERIE CRITCHLEY

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**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made in quadruplicate this 14<sup>th</sup> day of February, 2022.

BETWEEN:

**BOBLO DEVELOPMENTS INC.**  
(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 Hickory View Court, legally described as Part of Bois Blanc Island, RP 12R-28927, Parts 1 to 7 (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 June 29, 2021 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/decommissioning of services, drainage, road rehabilitation, watermain looping, 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 – including road rehabilitation
- vi. Schedule “F” Lot Servicing Plan – Including watermain looping

**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**

The Developer will provide to the Town, before the commencement of any construction or installation of any service, an irrevocable letter of credit (self-renewing and without burden of proof), or a certified cheque, satisfactory to the Town, the value of the trees to be planted (i.e. \$500 x the number of lots in the phase). The trees will be installed by the developer on the lots where homes have been constructed and the front and side yards have been seeded and sodded, once per year annually in the fall. The Town will review the number of trees planted annually and refund the tree deposits for those trees planted on a pro rata basis. The trees will be planted in accordance with the Town's Tree By-law on the municipal ROW, and at a minimum of 60 mm in caliper based on the Tree By-law; 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. Financial Security**

The Developer will provide to the Town, before the commencement of any construction or installation of any service, an irrevocable letter of credit (self-renewing and without burden of proof), or a certified cheque or a subdivision demand security satisfactory to the Town, in an amount equal to 50% of the value set by the Town for all Services to guarantee satisfactory installation of all Services. This value will be established based on the prices in the tender. The Developer must provide the completed tender form from the contractor to the Town. If work is not tendered the Consulting Engineer must provide a tender form that provides an estimate of cost to establish the value of securities. If the provision of Services to the lots requires the construction or installation of any services outside the subdivision, the foregoing provisions as to the security equal to 100% of the value for Services shall extend to and be required in connection with any Service extending outside.

#### **16. Maintenance Security**

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

#### **17. 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.

#### **18. 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.

#### **19. 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.

**20. 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.

**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 (5) lots be provided prior to the stamping of the deeds. To have appropriate access the road rehabilitation must be completed, including asphalt.

**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. 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.

### **39. 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:

Boblo Developments Inc.  
2199 Blackacre Drive  
Oldcastle, ON N0R 1L0

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  
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.

**40. 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: BOBLO DEVELOPMENTS INC.**

\_\_\_\_\_  
Per Dominic Amicone

*I have authority to bind the Corporation*

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

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

\_\_\_\_\_  
Per Valerie Critchley, Clerk

*We have authority to bind the Corporation*

*Authorized and approved by By-law  
No. 2022-017 enacted the 14<sup>th</sup> day of  
February, 2022.*

**SCHEDULE A**  
**LEGAL DESCRIPTION**

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

Part of Bois Blanc Island,  
Designated as Parts 1 to 7, 12R-28927,  
Town of Amherstburg,  
County of Essex,  
Province of Ontario

DRAFT

**SCHEDULE B**  
**DESIGN CRITERIA**

**FOR SERVICES TO BE PROVIDED IN THE  
HICKORY VIEW COURT (5 LOTS)  
BOBLO ISLAND  
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 connections to be installed / decommissioned based on plans and specifications prepared by a professional engineer.

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

**2. Sanitary Sewers**

Sanitary sewer connections to be installed / decommissioned based on plans and specifications prepared by a professional engineer. Each building lot shall be provided with access to an individual sanitary sewer service connection for each unit. The minimum sanitary service connection size shall be 125mm in diameter. Each sanitary service shall be provided with a clean out situated at the property line as per clean out detail on the approved engineering drawings.

**3. Watermains**

Where required the Developer shall construct and install / decommission 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 5 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. 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.

## **10. 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.

## **11. Special Servicing Requirements**

The construction of structures shall conform to the following requirements:

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

- c) Weeping tile drains shall not be connected to the sanitary sewers.
- d) Basement floor drains shall be connected to the sanitary sewers provided for each dwelling.
- e) All homes must be designed to include a sewage ejector pump. Gravity flow from the home will not be accepted.
- f) Rear yard drainage, including 300 mm. diameter pre-fabricated polyethylene catch basins, shall be provided for each building lot in the locations and according to the design and specifications as shown on the approved engineering drawings.
- g) A lot grading plan shall be included in the final set of plans approved for construction of the works. The consulting engineer or a certified land surveyor shall certify, upon completion of the works, that the lot grades and catch basin elevation are in accordance with the design and that the lands abutting the subdivision are draining adequately. The Developer acknowledges that, until such time as the provisions of this paragraph have been complied with, no final inspection 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: BOBLO DEVELOPMENTS INC.**

Per \_\_\_\_\_  
 Dominic Amicone

*I have authority to bind the Corporation*

**THE CORPORATION OF THE  
 TOWN OF AMHERSTBURG**

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

Per \_\_\_\_\_  
 Valerie Critchley, Clerk

*We have authority to bind the Corporation*

*Authorized and approved by By-law  
 No. 2022-017 enacted the 14<sup>th</sup> day of  
 February, 2022.*

**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.

**"Services"** means the storm sewers, sanitary sewers, waterlines, roads, curbs and hydro services, including those components of infrastructure.

**DEVELOPER: BOBLO DEVELOPMENTS INC.**

Per \_\_\_\_\_  
Dominic Amicone

*I have authority to bind the Corporation*

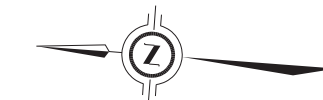
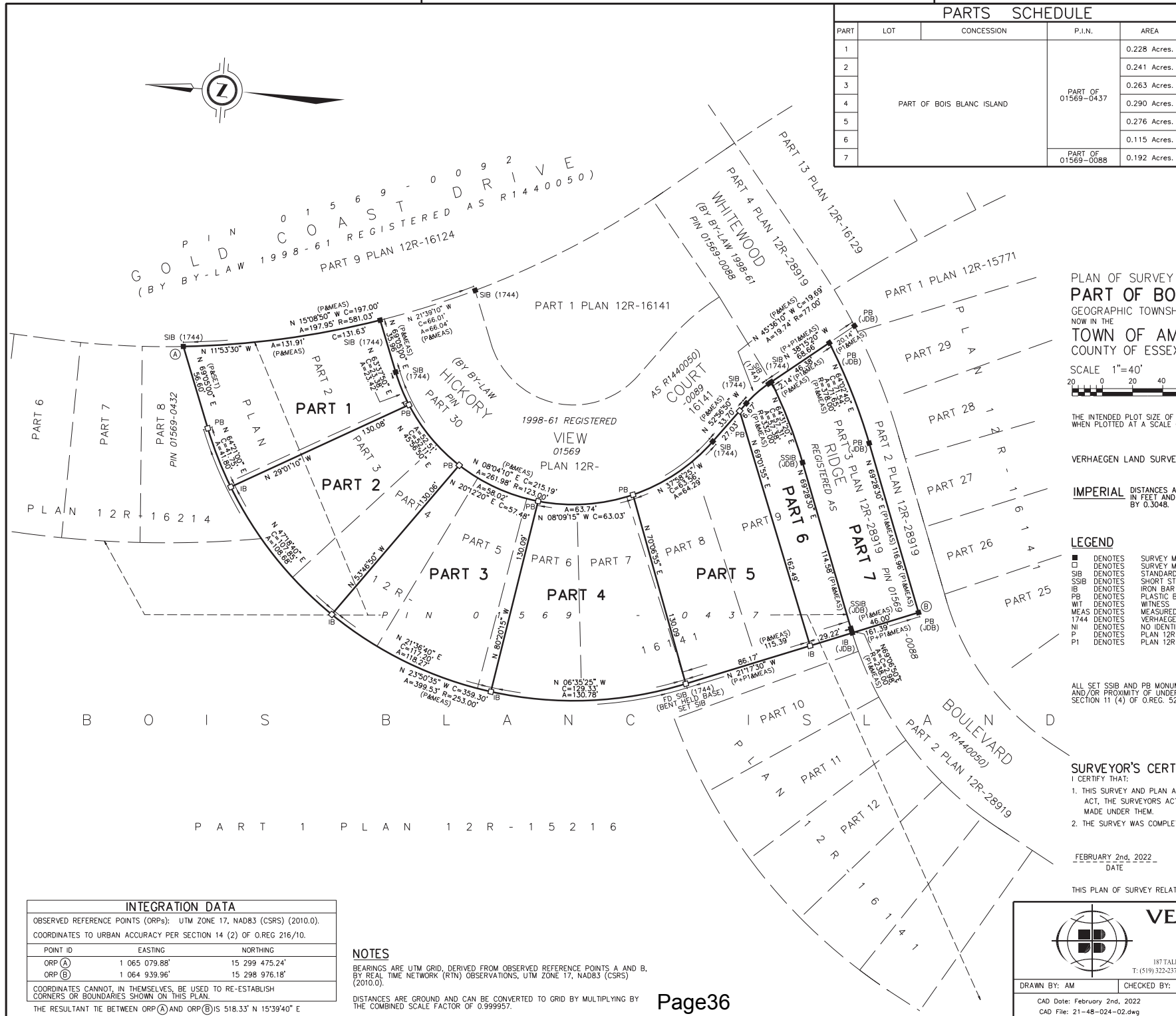
**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

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

Per \_\_\_\_\_  
Valerie Critchley, Clerk

*We have authority to bind the Corporation*

*Authorized and approved by By-law  
No. 2022-017 enacted the 14<sup>th</sup> day of  
February, 2022.*



GOLD COAST DRIVE  
 (BY-LAW 1998-61 REGISTERED AS R1440050)  
 PART 9 PLAN 12R-16124

PART 1 PLAN 12R-16141  
 PART 2 PLAN 12R-16214  
 PART 3 PLAN 12R-16214  
 PART 4 PLAN 12R-15216  
 PART 5 PLAN 12R-16141  
 PART 6 PLAN 12R-16214  
 PART 7 PLAN 12R-16214  
 PART 8 PLAN 12R-16214  
 PART 9 PLAN 12R-16214  
 PART 10 PLAN 12R-16214  
 PART 11 PLAN 12R-16214  
 PART 12 PLAN 12R-16214  
 PART 13 PLAN 12R-16129  
 PART 14 PLAN 12R-16214  
 PART 15 PLAN 12R-16214  
 PART 16 PLAN 12R-16214  
 PART 17 PLAN 12R-16214  
 PART 18 PLAN 12R-16214  
 PART 19 PLAN 12R-16214  
 PART 20 PLAN 12R-16214  
 PART 21 PLAN 12R-16214  
 PART 22 PLAN 12R-16214  
 PART 23 PLAN 12R-16214  
 PART 24 PLAN 12R-16214  
 PART 25 PLAN 12R-16214  
 PART 26 PLAN 12R-16214  
 PART 27 PLAN 12R-16214  
 PART 28 PLAN 12R-16214  
 PART 29 PLAN 12R-16214  
 PART 30 PLAN 12R-16214

PARTS SCHEDULE				
PART	LOT	CONCESSION	P.I.N.	AREA
1				0.228 Acres.
2				0.241 Acres.
3				0.263 Acres.
4		PART OF BOIS BLANC ISLAND	PART OF 01569-0437	0.290 Acres.
5				0.276 Acres.
6				0.115 Acres.
7			PART OF 01569-0088	0.192 Acres.

**PLAN 12R-28927**  
 Received and deposited  
**February 7<sup>th</sup>, 2022**  
**Jane Potter**  
 Representative for the  
 Land Registrar for the  
 Land Titles Division of  
 Essex (No.12)

PLAN OF SURVEY  
**PART OF BOIS BLANC ISLAND**  
 GEOGRAPHIC TOWNSHIP OF MALDEN  
 NOW IN THE  
**TOWN OF AMHERSTBURG**  
 COUNTY OF ESSEX

SCALE 1"=40'

THE INTENDED PLOT SIZE OF THIS PLAN IS 24" IN WIDTH BY 18" IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:40

VERHAEGEN LAND SURVEYORS - A DIVISION OF JD BARNES LIMITED

**IMPERIAL** DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.

**LEGEND**

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- PB DENOTES PLASTIC BAR
- WIT DENOTES WITNESS
- MEAS DENOTES MEASURED
- 1744 DENOTES VERHAEGEN LAND SURVEYORS, OLS
- NI DENOTES NO IDENTIFICATION
- P DENOTES PLAN 12R-16141
- P1 DENOTES PLAN 12R-28919

ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

**SURVEYOR'S CERTIFICATE**

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
  - THE SURVEY WAS COMPLETED ON JANUARY 20<sup>th</sup>, 2022.

FEBRUARY 2<sup>nd</sup>, 2022  
 DATE

ALEC S. MANTHA  
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2185253

INTEGRATION DATA		
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.		
POINT ID	EASTING	NORTHING
ORP (A)	1 065 079.88'	15 299 475.24'
ORP (B)	1 064 939.96'	15 298 976.18'
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		
THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 518.33' N 15°39'40" E		

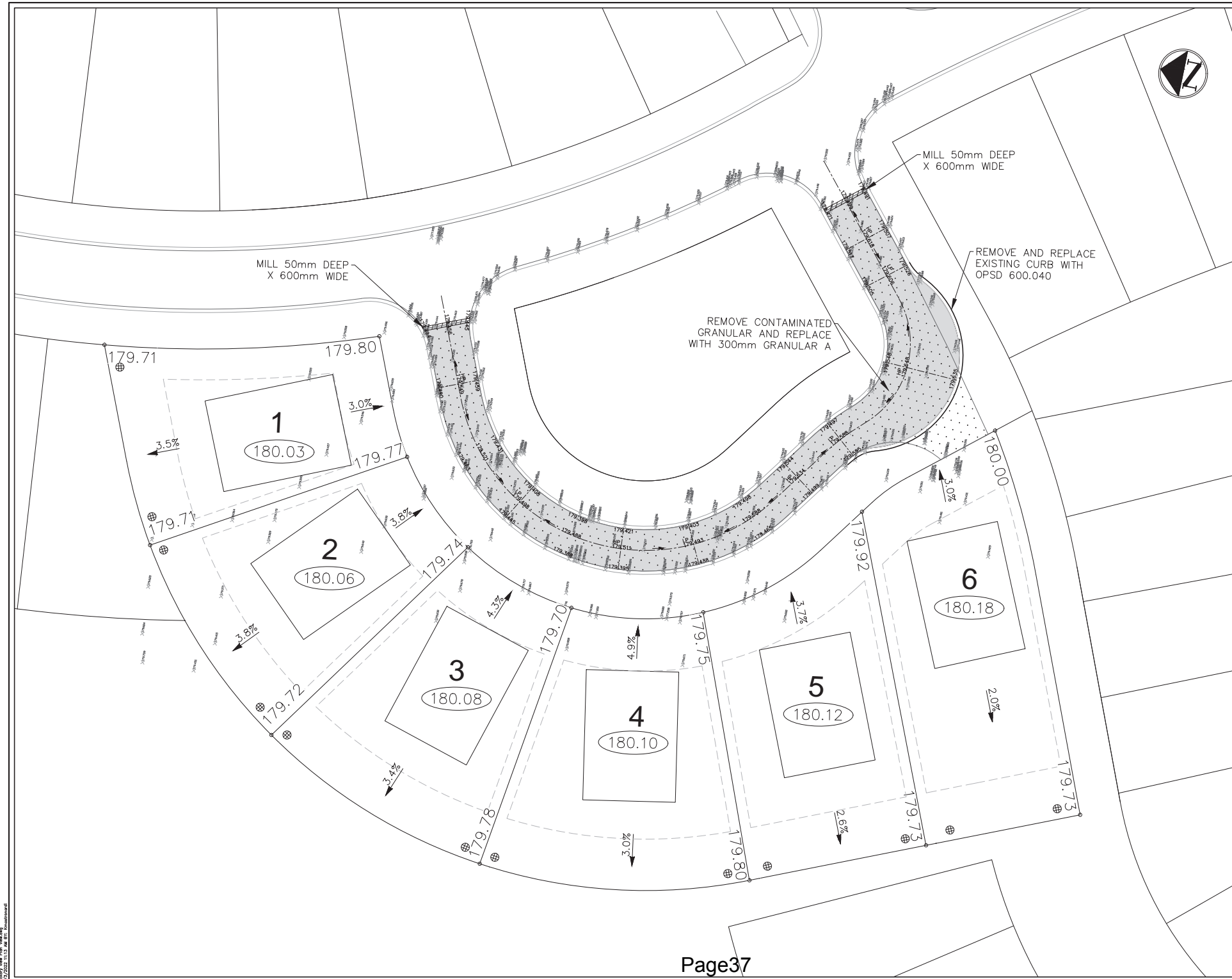
**NOTES**

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999957.

**VERHAEGEN** SURVEYING  
 LAND SURVEYORS MAPPING  
 A Division of GIS  
 J. D. Barnes Limited

187 TALBOT ST. E. LEAMINGTON, ON, N8H 1L8  
 T: (519) 322-2375 F: (519) 322-2675 www.jdbarnes.com

DRAWN BY: AM	CHECKED BY: AM	REFERENCE NO.: 21-48-024-02
CAD Date: February 2nd, 2022		FILE NO.: E-MALDEN-BOBLO
CAD File: 21-48-024-02.dwg		



- GENERAL NOTES:**
- DO NOT SCALE DRAWINGS.
  - THE LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY AND ARE SHOWN ON THE DRAWINGS FROM THE MOST CURRENT INFORMATION AVAILABLE.
  - THE CONTRACTOR IS RESPONSIBLE FOR ACCURATELY LOCATING UTILITIES PRIOR TO CONSTRUCTION AND FOR ADEQUATELY PROTECTING THE UTILITIES DURING CONSTRUCTION.
  - ALL WORK SHALL CONFORM TO THE TOWN OF AMHERSTBURG AND THE ONTARIO PROVINCIAL STANDARDS AS APPLICABLE.

- NOTES:**
- ALL TREES AND BRUSH WITHIN THE ROAD ALLOWANCE TO BE CLEARED AND GRUBBED.
  - ALL MANHOLES ARE PRECAST 1200mm DIAMETER UNLESS NOTED OTHERWISE.
  - ADJUST ALL EXISTING MANHOLE FRAME AND COVER AS REQUIRED.
  - ALL FINISHED PAVEMENT GRADES REFER TO EDGE OF PAVEMENT AT TRANSITIONS UNLESS NOTED OTHERWISE.
  - ALL CURBS TO BE OPSD 600.040 OR UNLESS NOTED OTHERWISE.

- LEGEND:**
- EXISTING GRANULAR BASE  
300mm GRANULAR A
  - ASPHALT PAVEMENT  
40mm HL3 ASPHALT (OPSS 1150)  
50mm HL4 ASPHALT (OPSS 1150)  
300mm GRANULAR 'A' (OPSS 1010)

**BENCHMARKS**  
 SITE BENCHMARK #1  
 TOP OF CONE SHAPED BOLLARD AT THE FERRY LANDING RAMP - 176.16m

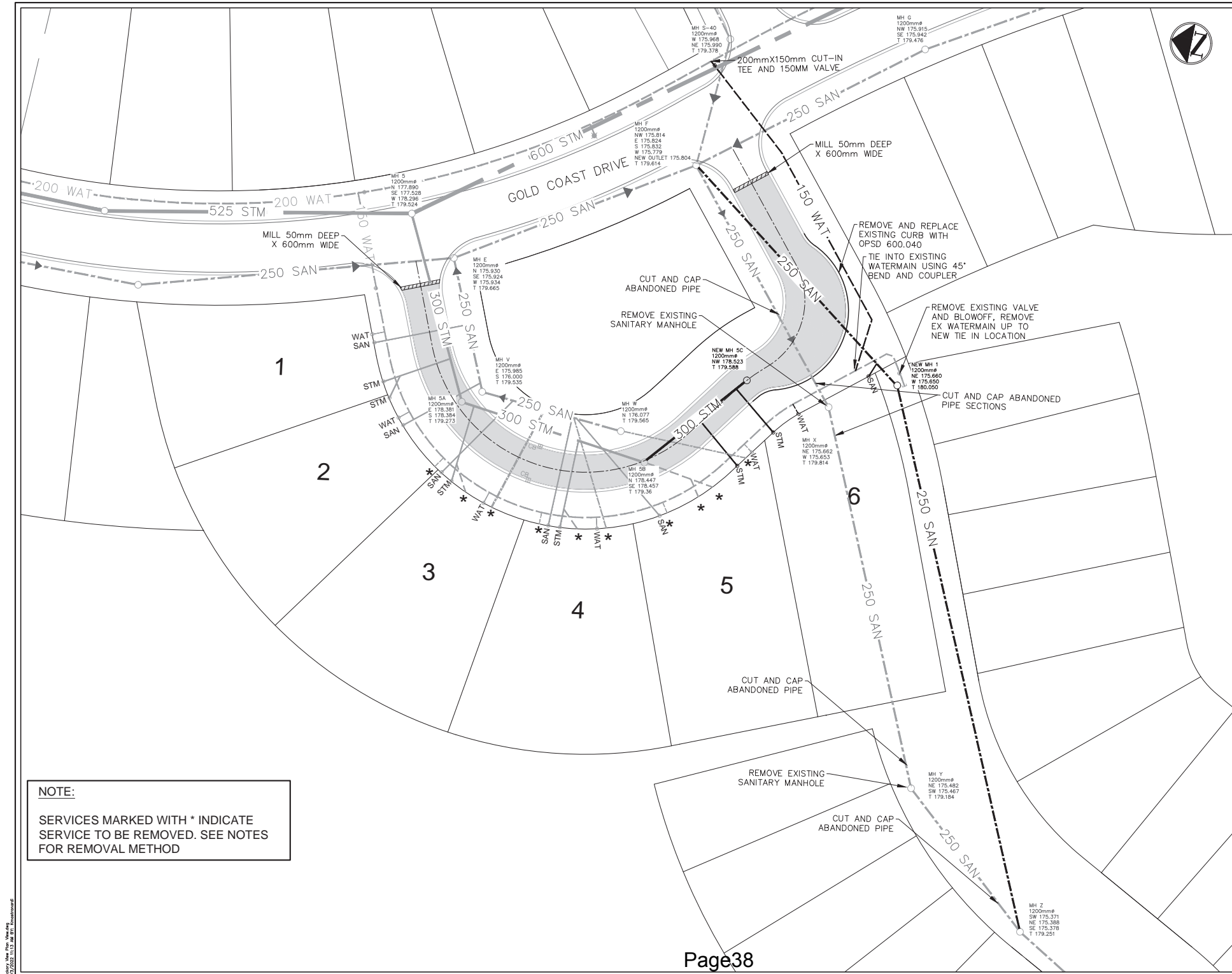
B	TOWN REVIEW	NOV 24/21
A	TOWN REVIEW	SEPT 30/21
No.	Issued For	Date
2	REVISED AS PER TOWN COMMENTS	FEB 02/22
1	REVISED AS PER TOWN COMMENTS	NOV 25/21
No.	Revision	Date

BOBLO DEVELOPMENTS INC.

BOIS BLANC ISLAND  
TOWN OF AMHERSTBURG

**2** | HICKORY VIEW COURT  
 Sheet No. | Grading Plan

Scale: 1:250 | Design By: KM  
 Date: AUGUST 2021 | Checked By: RJF



**NOTE:**  
SERVICES MARKED WITH \* INDICATE SERVICE TO BE REMOVED. SEE NOTES FOR REMOVAL METHOD



- GENERAL NOTES:**
- DO NOT SCALE DRAWINGS.
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- NOTES:**
- ALL TREES AND BRUSH WITHIN THE ROAD ALLOWANCE TO BE CLEARED AND GRUBBED.
  - ALL MANHOLES ARE PRECAST 1200mm DIAMETER UNLESS NOTED OTHERWISE.
  - ENSURE 2.5m CLEAR HORIZONTAL AND 0.5m VERTICAL SEPARATION FROM WATERMANS TO ALL SEWERS.
  - ALL SANITARY SERVICES TO BE SINGLE 125mm PVC (DR-28) AND 1.5m MIN/M DEPTH OF COVER
  - ALL STORM SERVICES TO BE 150mm PVC (DR-28) WITH 2-8% SLOPE AND 1.2m MIN/M DEPTH OF COVER
  - ALL WATER SERVICES TO BE SINGLE 19mm COPPER (TYPE 'K') OR PE-RT WITH TRACER WIRE WITH 1.5m MIN/M DEPTH OF COVER
  - ALL SANITARY AND STORM SERVICES TO INCLUDE A T-WYE AND CLEANOUT AT THE PROPERTY LINE. THE CLEANOUT SHALL NOT PROJECT MORE THAN 0.3m ABOVE FINISHED GRADE ELEVATION.
  - ABANDONED EXISTING STORM AND SANITARY SERVICE CONNECTION TO BE CUT AND CAPPED AT MAIN
  - ABANDON EXISTING WATER SERVICE CONNECTION BY EXCAVATING AT MAIN AND TURN OFF MAINSTOP. REMOVE VALVE BOX AND CORPORATION STOP COMPLETE. ADJUST ALL EXISTING MANHOLE FRAME AND COVER AS REQUIRED
  - CURB TO BE REVIEWED FOR CONDITION WITH TOWN PRIOR TO ROADWORKS COMMENCING
  - DEVELOPER TO CONFIRM REMAINING EXISTING SERVICES ARE IN PROPOSED LOCATION

**ASPHALT PAVEMENT**  
 40mm HL3 ASPHALT (OPSS 1150)  
 50mm HL4 ASPHALT (OPSS 1150)  
 300mm GRANULAR 'A' (OPSS 1010)

**BENCHMARKS**  
 SITE BENCHMARK #1  
 TOP OF CONE SHAPED BOLLARD AT THE FERRY LANDING RAMP - 176.16m

B	TOWN REVIEW	NOV 24/21
A	TOWN REVIEW	SEPT 30/21
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BOBLO DEVELOPMENTS INC.

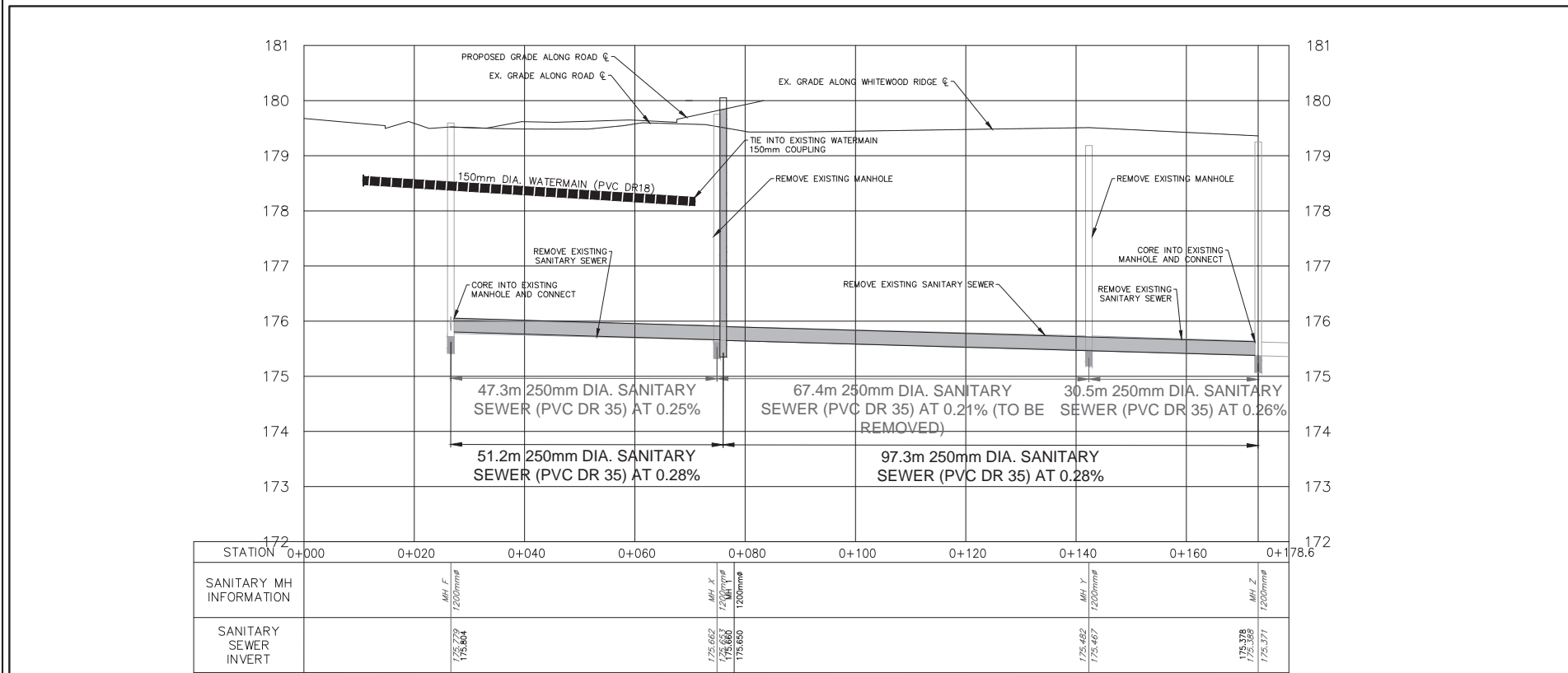
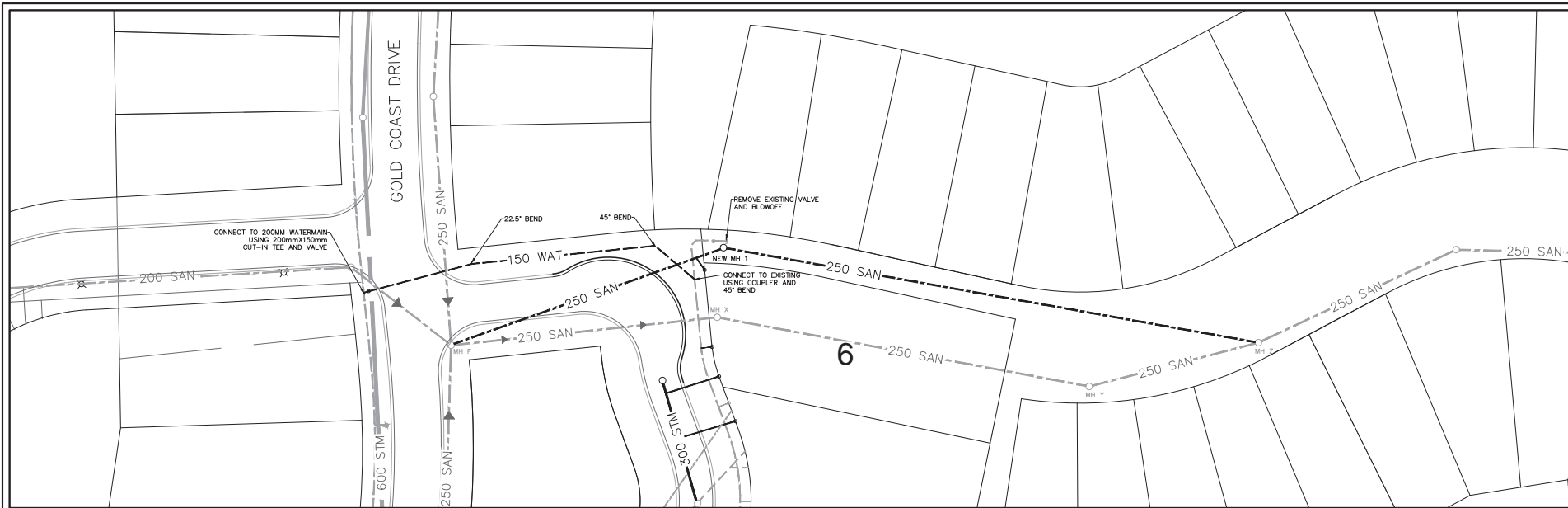
BOIS BLANC ISLAND  
TOWN OF AMHERSTBURG

**1** HICKORY VIEW COURT  
Plan View

Sheet No.

Scale: 1:300      Design By: KM  
 Date: AUGUST 2021      Checked By: RJF

2/2/2025 11:19 AM B:\Projects\2025\11-19-25\11-19-25.dwg



GENERAL NOTES:

- DO NOT SCALE DRAWINGS.
- THE LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY AND ARE SHOWN ON THE DRAWINGS FROM THE MOST CURRENT INFORMATION AVAILABLE.
- THE CONTRACTOR IS RESPONSIBLE FOR ACCURATELY LOCATING UTILITIES PRIOR TO CONSTRUCTION AND FOR ADEQUATELY PROTECTING THE UTILITIES DURING CONSTRUCTION.
- ALL WORK SHALL CONFORM TO THE TOWN OF AMHERSTBURG AND THE ONTARIO PROVINCIAL STANDARDS AS APPLICABLE.

NOTES:

- ALL TREES AND BRUSH WITHIN THE ROAD ALLOWANCE TO BE CLEARED AND GRUBBED.
- ALL MANHOLES ARE PRECAST 1200mm DIAMETER UNLESS NOTED OTHERWISE.
- ENSURE 2.5m CLEAR HORIZONTAL AND 0.5m VERTICAL SEPARATION FROM WATERMANS TO ALL SEWERS.
- ALL SANITARY SERVICES TO BE SINGLE 125mm PVC (DR-28) AND 1.5m MINM DEPTH OF COVER
- ALL STORM SERVICES TO BE 150mm PVC (DR-28) WITH 2-8 % SLOPE AND 1.2m MINM DEPTH OF COVER
- ALL WATER SERVICES TO BE SINGLE 19mm COPPER (TYPE K) OR PE-RT WITH TRACER WIRE WITH 1.5m MINM DEPTH OF COVER
- ALL SANITARY AND STORM SERVICES TO INCLUDE A T-WYE AND CLEANOUT AT THE PROPERTY LINE. THE CLEANOUT SHALL NOT PROJECT MORE THAN 0.3m ABOVE FINISHED GRADE ELEVATION.
- ABANDONED EXISTING STORM AND SANITARY SERVICE CONNECTION TO BE CUT AND CAPPED AT MAIN
- ABANDON EXISTING WATER SERVICE CONNECTION BY EXCAVATING AT MAIN AND TURN OFF MAINSTOP. REMOVE VALVE BOX AND CORPORATION STOP COMPLETE.
- ADJUST ALL EXISTING MANHOLE FRAME AND COVER AS REQUIRED
- CURB TO BE REVIEWED FOR CONDITION WITH TOWN PRIOR TO ROADWORKS COMMENCING
- DEVELOPER TO CONFIRM REMAINING EXISTING SERVICES ARE IN PROPOSED LOCATION

BENCHMARKS

SITE BENCHMARK #1  
TOP OF CONE SHAPED BOLLARD AT THE FERRY LANDING RAMP - 176.16m

No.	Issued For	Date
B	TOWN REVIEW	NOV 24/21
A	TOWN REVIEW	SEPT 30/21
2	REVISED AS PER TOWN COMMENTS	FEB 02/22
1	REVISED AS PER TOWN COMMENTS	NOV 25/21

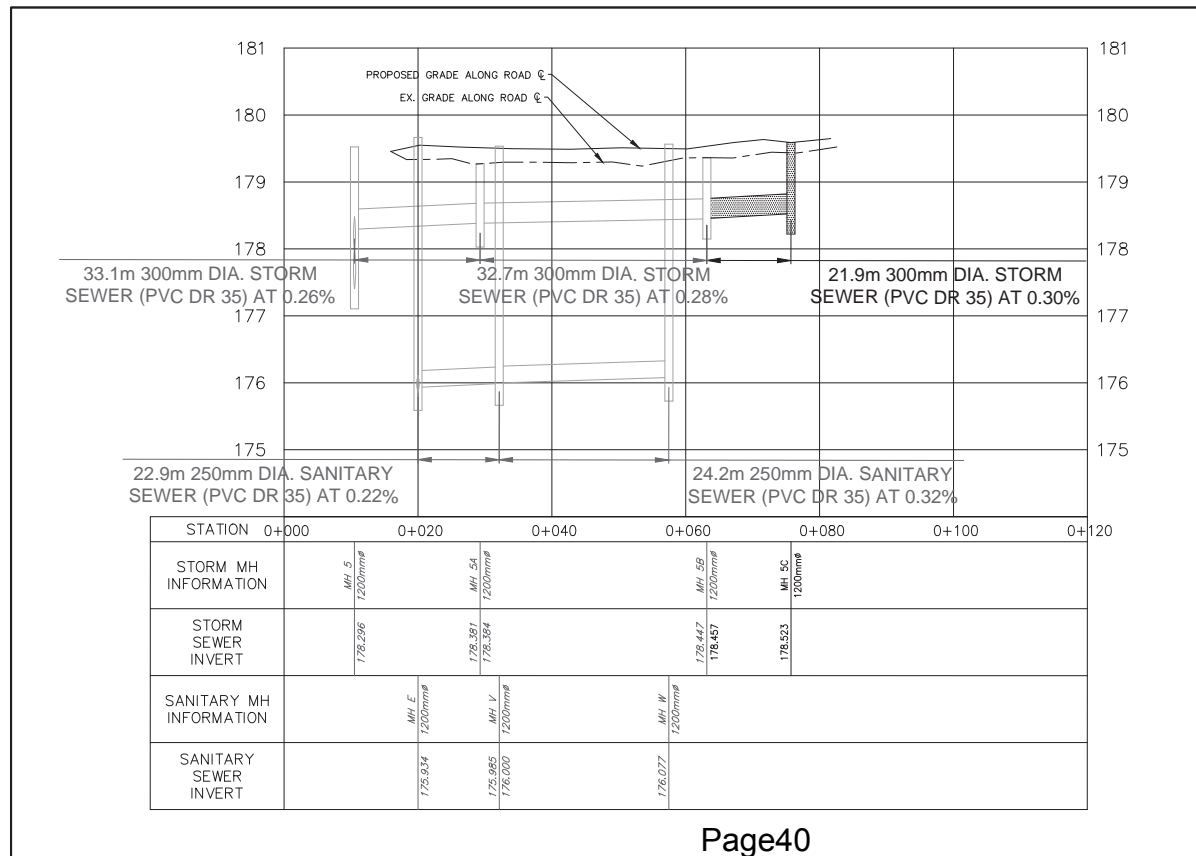
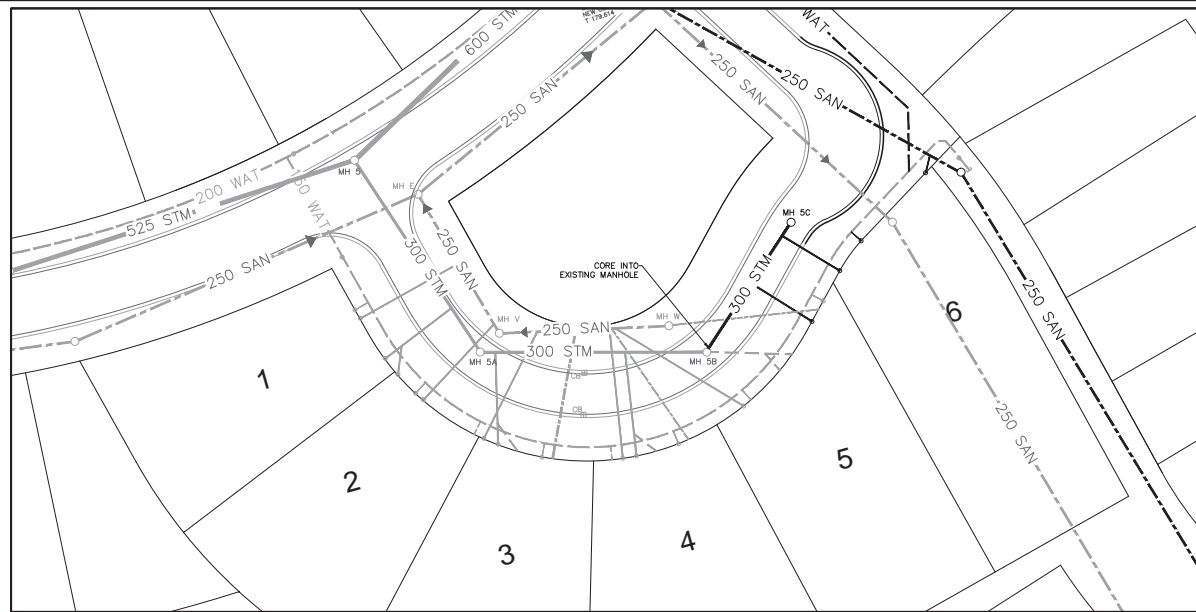
BOBLO DEVELOPMENTS INC.

BOIS BLANC ISLAND  
TOWN OF AMHERSTBURG

**3** HICKORY VIEW COURT  
Sanitary Plan & Profile

Sheet No.

Scale: 1:400      Design By: KM  
Date: NOV 2021      Checked By: RJF



GENERAL NOTES:

- DO NOT SCALE DRAWINGS.
- THE LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY AND ARE SHOWN ON THE DRAWINGS FROM THE MOST CURRENT INFORMATION AVAILABLE.
- THE CONTRACTOR IS RESPONSIBLE FOR ACCURATELY LOCATING UTILITIES PRIOR TO CONSTRUCTION AND FOR ADEQUATELY PROTECTING THE UTILITIES DURING CONSTRUCTION.
- ALL WORK SHALL CONFORM TO THE TOWN OF AMHERSTBURG AND THE ONTARIO PROVINCIAL STANDARDS AS APPLICABLE.

NOTES:

- ALL TREES AND BRUSH WITHIN THE ROAD ALLOWANCE TO BE CLEARED AND GRUBBED.
- ALL MANHOLES ARE PRECAST 1200mm DIAMETER UNLESS NOTED OTHERWISE.
- ENSURE 2.5m CLEAR HORIZONTAL AND 0.5m VERTICAL SEPARATION FROM WATERMANS TO ALL SEWERS.
- ALL SANITARY SERVICES TO BE SINGLE 125mm PVC (DR-28) AND 1.5m MINM DEPTH OF COVER
- ALL STORM SERVICES TO BE 150mm PVC (DR-28) WITH 2-8 % SLOPE AND 1.2m MINM DEPTH OF COVER
- ALL WATER SERVICES TO BE SINGLE 19mm COPPER (TYPE K) OR PE-RT WITH TRACER WIRE WITH 1.5m MINM DEPTH OF COVER
- ALL SANITARY AND STORM SERVICES TO INCLUDE A T-WYE AND CLEANOUT AT THE PROPERTY LINE. THE CLEANOUT SHALL NOT PROJECT MORE THAN 0.3m ABOVE FINISHED GRADE ELEVATION.
- ABANDONED EXISTING STORM AND SANITARY SERVICE CONNECTION TO BE CUT AND CAPPED AT MAIN
- ABANDON EXISTING WATER SERVICE CONNECTION BY EXCAVATING AT MAIN AND TURN OFF MAINSTOP. REMOVE VALVE BOX AND CORPORATION STOP COMPLETE.
- ADJUST ALL EXISTING MANHOLE FRAME AND COVER AS REQUIRED
- CURB TO BE REVIEWED FOR CONDITION WITH TOWN PRIOR TO ROADWORKS COMMENCING
- DEVELOPER TO CONFIRM REMAINING EXISTING SERVICES ARE IN PROPOSED LOCATION

BENCHMARKS

SITE BENCHMARK #1  
TOP OF CONE SHAPED BOLLARD AT THE FERRY LANDING RAMP - 176.16m

B	TOWN REVIEW	NOV 24/21
A	TOWN REVIEW	SEPT 30/21
No.	Issued For	Date
2	REVISED AS PER TOWN COMMENTS	FEB 02/22
1	REVISED AS PER TOWN COMMENTS	NOV 25/21
No.	Revision	Date

BOBLO DEVELOPMENTS INC.

BOIS BLANC ISLAND  
TOWN OF AMHERSTBURG

**4** HICKORY VIEW COURT  
Storm Plan & Profile  
Sheet No.

Scale: 1:400 Design By: KM  
Date: NOV 2021 Checked By: RJF



**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) **Boblo Developments Inc.,  
c/o Cindy Prince, Agent**
- (c) Brief description LOCATION OF PROPERTY (c) **Hickory View Court  
(Roll No. 3729-640-000-31700)**
- (d) As set out in application PURPOSE OF APPLICATION (d) The applicant is proposing to sever a parcel of land (Part 1) being 59.38 ft frontage by an irregular depth with an area of 0.228 acres to create a residential building lot. The remaining parcel being 258.3 ft frontage and irregular depth with a total area of approximately 1.1553 acres is vacant land.
- (e) Date of decision CONCUR in the following decision and reasons for decision made on the (e) 29<sup>th</sup> day of June, 2021.

**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; 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
  5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
  6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
  7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
  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.
  10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

- (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.

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

.....  
Anthony Campigotto

.....  
Donald Shaw

.....  
Josh Mailloux

ORIGINAL DOCUMENT SIGNED

**CERTIFICATION**

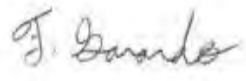
*The Planning Act, R.S.O. 1990*

(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.

Name & address of approval authority

Dated this 30<sup>th</sup> day of June, 2021

  
.....  
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) **Boblo Developments Inc.,  
c/o Cindy Prince, Agent**
- (c) Brief description LOCATION OF PROPERTY (c) **Hickory View Court  
(Roll No. 3729-640-000-31700)**
- (d) As set out in application PURPOSE OF APPLICATION (d) The applicant is proposing to sever a parcel of land (Part 2) being 52.51 ft frontage by an irregular depth with an area of 0.241 acres to create a residential building lot.. The remaining parcel being 205.79 ft frontage and irregular depth with a total area of approximately 0.9143 acres is vacant land.
- (e) Date of decision CONCUR in the following decision and reasons for decision made on the (e) 29<sup>th</sup> day of June, 2021.

**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; 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
  5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
  6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
  7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
  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.
  10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

- (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.

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

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Anthony Campigotto

.....  
Donald Shaw

.....  
Josh Mailloux

ORIGINAL DOCUMENT SIGNED

**CERTIFICATION**

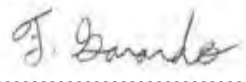
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(h) Name of approval authority

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.

Name & address of approval authority

Dated this 30<sup>th</sup> day of June, 2021

  
.....  
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) **Boblo Developments Inc.,  
c/o Cindy Prince, Agent**
- (c) Brief description LOCATION OF PROPERTY (c) **Hickory View Court  
(Roll No. 3729-640-000-31700)**
- (d) As set out in application PURPOSE OF APPLICATION (d) The applicant is proposing to sever a parcel of land (Part 3) being 58.02 ft frontage by an irregular depth with an area of 0.263 acres to create a residential building lot. The remaining parcel being 147.77 ft frontage and irregular depth with a total area of approximately 0.6513 acres is vacant land.
- (e) Date of decision CONCUR in the following decision and reasons for decision made on the (e) 29<sup>th</sup> day of June, 2021.

**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; 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
  5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
  6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
  7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
  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.
  10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

- (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.

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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Anthony Campigotto

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Donald Shaw

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Josh Mailloux

ORIGINAL DOCUMENT SIGNED

**CERTIFICATION**

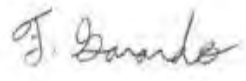
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(h) Name of approval authority

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.

Name & address of approval authority

Dated this 30<sup>th</sup> day of June, 2021

  
.....  
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) **Boblo Developments Inc.,  
c/o Cindy Prince, Agent**
- (c) Brief description LOCATION OF PROPERTY (c) **Hickory View Court  
(Roll No. 3729-640-000-31700)**
- (d) As set out in application PURPOSE OF APPLICATION (d) The applicant is proposing to sever a parcel of land (Part 4) being 63.74 ft frontage by an irregular depth with an area of 0.290 acres to create a residential building lot. The remaining parcel being 84.03 ft frontage and irregular depth with a total area of approximately 0.3613 acres is vacant land.
- (e) Date of decision CONCUR in the following decision and reasons for decision made on the (e) 29<sup>th</sup> day of June, 2021.

**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; 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
  5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
  6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
  7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
  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.
  10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

- (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.

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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Anthony Campigotto

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Donald Shaw

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Josh Mailloux

ORIGINAL DOCUMENT SIGNED

**CERTIFICATION**

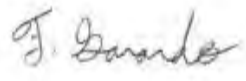
*The Planning Act, R.S.O. 1990*

(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.

Name & address of approval authority

Dated this 30<sup>th</sup> day of June, 2021

  
.....  
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) **Boblo Developments Inc.,  
c/o Cindy Prince, Agent**
- (c) Brief description LOCATION OF PROPERTY (c) **Hickory View Court  
(Roll No. 3729-640-000-31700)**
- (d) As set out in application PURPOSE OF APPLICATION (d) The applicant is proposing to sever a parcel of land (Part 5) being 64.29 ft frontage by an irregular depth with an area of 0.286 acres for the purpose of a residential lot creation. The remaining parcel being 19.74 ft frontage and irregular depth with a total area of approximately 3,279.2 sq ft +/- is vacant land.
- (e) Date of decision CONCUR in the following decision and reasons for decision made on the (e) 29<sup>th</sup> day of June, 2021.

**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; 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
  5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
  6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
  7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
  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.
  10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

- (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.

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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Anthony Campigotto

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Donald Shaw

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Josh Mailloux

ORIGINAL DOCUMENT SIGNED

**CERTIFICATION**

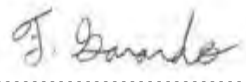
*The Planning Act, R.S.O. 1990*

(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.

Name & address of approval authority

Dated this 30<sup>th</sup> day of June, 2021

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

parcel to the satisfaction of the Engineering and Public Works department prior to the stamping of deeds.

6. That the applicant be required to obtain a Right-of-Way Permit from Engineering and Public Works according to Town policy for any work required within the limits of the Town right-of-way.
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 title of the severed parcel contain a building restriction limiting the building envelope to south of the southerly lot line of 470 Gold Coast Drive extending easterly perpendicular to Gold Coast Drive.
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: 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 Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement.

**7.5 Applications B/38-42/21 – Boblo Developments Inc., c/o Cindy Prince, Agent – Hickory View Court (Roll No. 3729-640-000-31700)**

Public in Attendance: Cindy Prince, Agent on the application

**Application B/38/21:** The applicant is proposing to sever a parcel of land (Part 1) being 59.38 ft frontage by an irregular depth with an area of 0.228 acres to create a residential building lot.

**Application B/39/21:** The applicant is proposing to sever a parcel of land (Part 2) being 52.51 ft frontage by an irregular depth with an area of 0.241 acres to create a residential building lot.

**Application B/40/21:** The applicant is proposing to sever a parcel of land (Part 3) being 58.02 ft frontage by an irregular depth with an area of 0.263 acres to create a residential building lot.

**Application B/41/21:** The applicant is proposing to sever a parcel of land (Part 4) being 63.74 ft frontage by an irregular depth with an area of 0.290 acres to create a residential building lot.

**Application B/42/21:** The applicant is proposing to sever a parcel of land (Part 5) being 64.29 ft frontage by an irregular depth with an area of 0.286 acres for the purpose of a residential lot creation.

The remaining parcel being 19.74 ft frontage and irregular depth with a total area of

approximately 3,279.2 sq ft is vacant land.

The subject lands are zoned Resort Residential/Resort Commercial (RR/RC) Zone in the Zoning By-law 1999-52 and designated Recreational Development in the Town of Amherstburg Official Plan.

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

- i) Letter dated June 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).*

*The subject property may lie wholly or partially within the Event Based Area (EBA) of the Essex Region Source Protection Plan, which came into effect October 1, 2015. The Source Protection Plan was developed to provide measures to protect Essex Region's municipal drinking water sources. As a result of these policies, new projects in these areas may require approval by the Essex Region Risk Management Official (RMO) to ensure that appropriate actions are taken to mitigate any potential drinking water threats. Should your proposal require the installation of fuel storage on the site, please contact the RMO to ensure the handling and storage of fuel will not pose a significant risk to local sources of municipal drinking water. The Essex Region's Risk Management Official can be reached by email at [riskmanagement@erca.org](mailto:riskmanagement@erca.org) or 519-776-5209 ext 214. For any questions regarding Source Water Protection and the applicable source protection plan policies that may apply to the site, please contact the Essex Region Risk Management Official.*

*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 woodland, significant wildlife habitat under the Provincial Policy Statement (PPS).*

*Section 2.15 of the PPS states - Development and site alterations shall not be permitted in significant woodland... 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.*

*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](mailto:SAROntario@ontario.ca)).*

*The demonstration of no negative impact, as required by the relevant PPS policies outlined above, is most effectively accomplished through the completion of an Environmental Impact Assessment (EIA), in accordance with the EIA Guidelines published by ERCA. However, other options may also qualify as an adequate*

*demonstration of no negative impact. Prior to initiating an EIA, the applicant should contact the municipal planning department to request that ERCA provide a Terms of Reference for the study and/or determine appropriate mitigation techniques.*

*It is therefore recommended that the Application be **deferred** until such time as an EIA has been completed.*

*With the review of background information and aerial photograph, ERCA recommends that the application be deferred until such time as an EIA has been completed.*

- ii) Email dated June 23, 2021 from the Windsor Police Department stating that:  
*The Windsor Police Service has no concerns or objections with the proposed severances to create new residential lots. These will not impact/compromise police service delivery.*
- iii) Email dated June 18, 2021 from the Infrastructure Services Department stating;
  - The Town and applicant should enter into a consent agreement with respect to these lots Consent Agreement at a minimum should include:
    - Engineered drawings detailing sewer connections to be used and sewer connections to be abandoned, including method of decommissioning
    - Engineered drawings detailing water connections to be used and connections to be abandoned, including method of decommissioning (at the main)
    - Engineered drawings showing required watermain looping
    - Engineered drawings detailing road rehabilitation
    - Other items as typically noted (trees etc.)
- iv) Email dated June 21, 2021 from the Fire Department stating *Hickory View Crescent roadway to be completely tied into Whitewood Ridge loop not to create a dead end.*
- v) Email dated June 23, 2021 from the Building division stating:
  - All required permits for construction
  - Provide grading and drainage design
  - ERCA Approval required at permit application
- vi) Planning Report dated June 25, 2021 from Amy Farkas, Dillon Consulting Limited, on behalf of Frank Garardo, Manager of Planning Services.

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. Cindy Prince presented the concept of the application. The committee discussed the condition of the MECP clearance.

The Chair confirmed with Todd Hewitt that the Consent Agreement condition would satisfy all of Infrastructure Services concerns and development requirements. The Chair confirmed with the applicant that they are aware of the required conditions. The applicant confirmed knowledge and understanding of the conditions and that all conditions are at the expense of the applicant.

The following resolutions were put forth:

**That application B/38/21 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 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
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.
10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

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 request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement.

**That application B/39/21 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 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 applicant install separate water services, sanitary connections and utility

services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.

5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
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.
10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

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.

**That application B/40/21 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 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of

deeds.

6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
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.
10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

Moved by: Don Shaw  
 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.

**That application B/41/21 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 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.



7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
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.
10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

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.

**That application B/42/21 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 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 applicant install separate water services, sanitary connections and utility services, to the lots in accordance with and under the supervision of the municipality at the applicant's expense, prior to the stamping of deeds.
5. That the applicant must install a driveway access to the severed parcel to the satisfaction of the Infrastructure Services department prior to the stamping of deeds.
6. That the applicant be required to obtain a Right-of-Way Permit from Infrastructure Services according to Town policy for any work required within the limits of the Town right-of-way.
7. That the applicant enter into a Consent Agreement for the design and construction of the municipal Right-of-Way, Hickory View Court, to the satisfaction of the Infrastructure Services.
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.
10. That the applicant provide written confirmation from the Ministry of Environment, Conservation, and Parks (MECP) and Essex Region Conservation Authority identifying that a permit under the Endangered Species Act has been obtained to allow severance and construction on the severed lots.

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 request is in conformity with Section 6.1.2 of Amherstburg's Official Plan and is consistent with the Provincial Policy Statement.

**8. Next Meeting** to be July 27, 2021.

**9. Adjournment**

The meeting was adjourned at 8:54 a.m.

ORIGINAL DOCUMENT SIGNED

\_\_\_\_\_  
 Chairman- Dave Cozens

ORIGINAL DOCUMENT SIGNED

\_\_\_\_\_  
 Secretary- Frank Garardo