



**TOWN OF AMHERSTBURG  
COUNCIL MEETING  
SUPPLEMENTARY AGENDA**

**Monday, May 14, 2018**

**6:00 p.m.**

**Council Chambers**

**271 Sandwich Street South, Amherstburg**

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

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.

---

**9. REPORTS – CORPORATE SERVICES**

**9.3 2018 Water and Wastewater Operating and Capital Budgets**

It is recommended that:

1. The report from the Treasurer dated April 25, 2018, regarding 2018 Water and Wastewater Operating and Capital Budgets **BE RECEIVED**; and,
2. The 2018 Water and Wastewater Operating and Capital Budgets **BE TABLED** for final consideration at the May 28, 2018, Regular Council Meeting.

## 12. REPORTS – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

### 12.6 County File 37-T-18001, 1078217 Ontario Limited Kingsbridge Subdivision, Part Lots 13 and 14, Concession 1 (Anderdon)

It is recommended that:

1. The report from the Manager of Planning Services dated April 18, 2018 regarding Draft Plan of Subdivision County File 37-T-18001, 1078217 Ontario Limited Kingsbridge Subdivision, Part Lots 13 and 14, Concession 1 (Anderdon) **BE RECEIVED**; and,
2. **By-law 2018-31** being a by-law to authorize the signing of a subdivision agreement be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign the same.

### 12.7 Official Plan Amendment No.8 and Zoning By-law Amendment – 83 Sandwich St. S

It is recommended that:

1. The report from the Manager of Planning Services dated May 11, 2018, regarding Official Plan Amendment No. 8 and Zoning By-law Amendment for 83 Sandwich Street South **BE RECEIVED**;
2. **By-law 2018-43** being a by-law to adopt amendment No. 8 to the Official Plan for the Town of Amherstburg, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same; and,
3. **By-law 2018-44** being a by-law to amend Zoning By-law No. 1999-52, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.



## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF CORPORATE SERVICES

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

Author's Name: Justin Rousseau	Report Date: April 25, 2018
Author's Phone: 519 736-0012 ext. 2259	Date to Council: May 14, 2018
Author's E-mail: <a href="mailto:jrousseau@amherstburg.ca">jrousseau@amherstburg.ca</a>	Resolution #: NA

To: Mayor and Members of Town Council

Subject: 2018 Water and Wastewater Operating and Capital Budgets

---

#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Treasurer dated April 25, 2018, regarding 2018 Water and Wastewater Operating and Capital Budgets **BE RECEIVED**; and,
2. The 2018 Water and Wastewater Operating and Capital Budgets **BE TABLED** for final consideration at the May 28, 2018, Regular Council Meeting.

#### 2. BACKGROUND:

Annual budgets for water and wastewater are developed to provide resources and funding for implementation of the fiscal work plans and the related capital programs for provision of water and wastewater. In addition, the budgets should include consideration of future funding requirements for user rate stabilization, contingency and asset management; which would include transfers to reserves for those purposes.

Rate models and the Water Financial Plan have been established to inform the budget process, and the latter to comply with legislative requirements (Ministry of the Environment Regulation 453/07), based on operating, capital and related funding expectations over a rolling 10 year period. The assumptions used in these models are based on other strategic plans and studies for the Town, including the Development Charges Study (2014), the asset management plan and the drafted long term strategic financial plan.

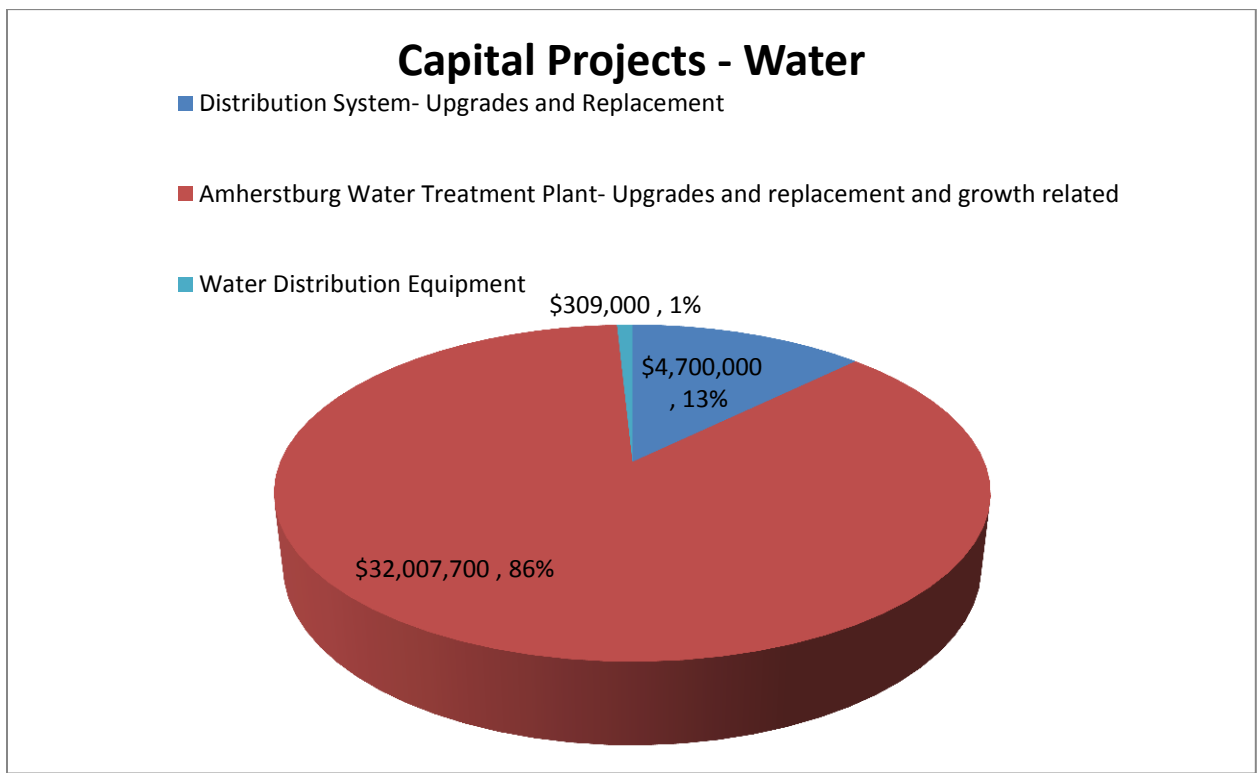
### 3. DISCUSSION:

The recommended 2018 Water and Wastewater Budgets have been developed to provide long-term stability for these services. The budgets continue to build on the water and wastewater capital programs for both expansion of the water and wastewater systems as well as lifecycle replacement for existing capital assets.

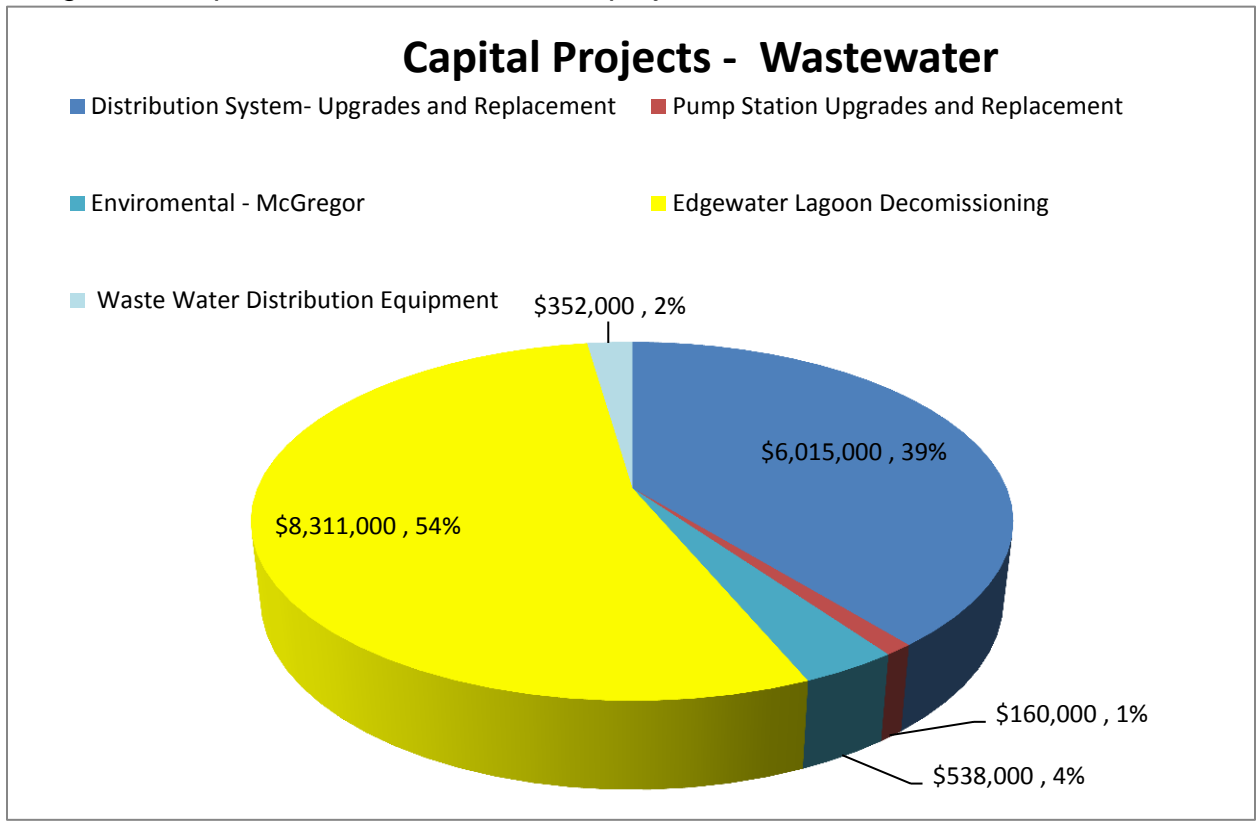
To achieve the strategic plan directive of Fiscal Sustainability and Investment in Infrastructure we continue to move forward with the key points of the completion and servicing of the Kingsbridge subdivision, as well as reviewing additional subdivision developments servicing with the engineering for the south east quadrant. We also continue our focus on refining and improving our asset management information and our 10 year capital outlooks and rate model forecast to ensure sustainable financial outlooks.

The need for increases for future planning for capital can be best presented by a review of the needed infrastructure cost in the next 5-10 years.

The following graph is an outlook for the projects being proposed for the water budget for the period from 2018-2027, the projects total \$37,016,700.



The following graph is an outlook for the projects being proposed for the wastewater budget for the period from 2018-2027, the projects total \$15,376,000.



The budget presented by Administration provides for additional reserves that reaffirm Council's direction which began in the 2015 Budget to help reduce debt loads and increase reserves and financial stability.

Outside of the focus of the strategic plan, there are additional recommendations for council to consider such as a business case to bring water billing in-house and administered directly from the Town itself the water provider. It is believed this will create better customer service and more timely correction of billing issues.

One of the most challenging aspects to the budget is The Town has experienced a significant and steady drop in water and wastewater consumption over the past 8 years. Water conservation initiatives, including government instituted low-flow plumbing fixtures, has steadily pushed the Town's overall water consumption lower even with the yearly addition of new homes and commercial buildings. Much of the public has also embraced the need for water conservation and have changed their usage habits to reflect this. Since 2009 the Town has seen a 19.7% decrease in water sales. This decrease directly affects wastewater usage, which has seen a 19.65% decrease since 2009. Although this decrease does not impact the base charges portion of water and wastewater revenue, it does effect the usage portion of the billing. Administration has tracked this decrease yearly within the Water and Wastewater models and has identified rate increases to residents to reflect this. Although it appears that this

decrease is beginning to level off Administration will continue to track these trends and adjust the information within the water and wastewater models, including rate increases, to reflect these trends.

Administration has conducted a demand review in 2018 to ensure more accurate prediction of demand and setting of the rates. In the areas of water operations there has been a trend the last few year of revenue predictions varying from the water model expected output which has led to actual shortfalls in the water budget. Administration is seeking a total 5% increase in water. 3% to deal with this issue of right sizing the revenue prediction and 2% as outlined in the Asset Management Plan.

The following is a review of the proposed rates and the current local comparators in Essex County:

<b>2018 Municipal Water &amp; Wastewater Rates</b>					
<b>All volumetric charges are based on 20m<sup>3</sup>/month</b>					
<b>Municipality</b>	<b>Water</b>		<b>Wastewater</b>		
LaSalle	Base Charge	\$15.00	Base Charge	\$6.00	<b>Total Monthly Bill</b>
3/4" meter	Volumetric Charge	\$1.00	Volumetric Charge	\$1.00	
	<b>Total Water</b>	<b>\$35.00</b>	<b>Total Wastewater</b>	<b>\$26.00</b>	
Essex	Base Charge	\$19.30	Base Charge*	\$20.07	<b>Total Monthly Bill</b>
	Volumetric Charge*	\$1.51	Volumetric Charge*	\$1.77	
	<b>Total Water</b>	<b>\$49.40</b>	<b>Total Wastewater</b>	<b>\$55.47</b>	
Kingsville	Base Charge	\$6.00	Base Charge	\$26.67	<b>Total Monthly Bill</b>
single residential	Volumetric Charge	\$0.92	Volumetric Charge		
	<b>Total Water</b>	<b>\$24.40</b>	<b>Total Wastewater</b>	<b>\$26.67</b>	
Lakeshore	Base Charge	\$20.01	Base Charge	\$15.68	<b>Total Monthly Bill</b>
	Volumetric Charge	\$1.48	Volumetric Charge	\$1.38	
	<b>Total Water</b>	<b>\$49.61</b>	<b>Total Wastewater</b>	<b>\$43.28</b>	

\*Rate changes based on location, average of rates was taken

<b>2018 Municipal Water &amp; Wastewater Rates</b>					
<b>All volumetric charges are based on 20m<sup>3</sup>/month</b>					
<b>Municipality</b>	<b>Water</b>		<b>Wastewater</b>		
Leamington	Base Charge	\$21.70	Base Charge	\$46.51	<b>Total Monthly Bill</b>
	Volumetric Charge	\$0.84	Volumetric Charge	\$2.23	
	<b>Total Water</b>	<b>\$38.50</b>	<b>Total Wastewater</b>	<b>\$91.11</b>	
Tecumseh	Base Charge	\$14.19	Base Charge	\$14.19	<b>Total Monthly Bill</b>
	Volumetric Charge	\$1.15	Volumetric Charge	\$1.21	
	<b>Total Water</b>	<b>\$37.19</b>	<b>Total Wastewater</b>	<b>\$38.39</b>	
Windsor 3/4" meter	Base Charge	\$20.45	Base Charge	\$15.84	<b>Total Monthly Bill</b>
	Volumetric Charge	\$0.60	Volumetric Charge	\$2.48	
	<b>Total Water**</b>	<b>\$47.05</b>	<b>Total Wastewater</b>	<b>\$65.44</b>	
Amherstburg	Base Charge	\$21.47	Base Charge	\$31.16	<b>Total Monthly Bill</b>
	Volumetric Charge	\$1.13	Volumetric Charge	\$2.11	
	<b>Total Water</b>	<b>\$44.07</b>	<b>Total Wastewater</b>	<b>\$73.30</b>	

**\*\*45% lifecycle levy added to fixed and base charges**

**(1) Base charges are applied on a monthly basis**

**(2) Volumetric charges are applied to every cubic meter of water used**

Amherstburg would rank 4<sup>th</sup> in water and 2<sup>nd</sup> in wastewater based on the proposed rates.

One of the main cost drivers for water is the operation and maintenance of the Amherstburg Water Treatment Plant. When our water costs are compared to other municipalities who operate their own plants (Essex and Lakeshore) we are actually the lowest of the 3 municipalities. Our water distribution network is very large, servicing homes well into Essex, causing additional costs to provide standard maintenance.

On the Wastewater side the Town currently operates 6 separate wastewater facilities that are spread across the municipality. These facilities all require operational and maintenance costs. The recent re-construction of the Amherstburg Wastewater Treatment plant has also added additional pressure to the rate.

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

The Town's drinking water system is subject to the legislative requirements of the *Safe Drinking Water Act, 2002* (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems". Failure to maintain the water system to Ministry standards may result in fines, penalties and loss of licencing.

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

The revenue and expenses for the water budget are \$4,699,000 and \$6,255,775 for the wastewater budget.

The proposed water increase for 2018 is recommended at 5%, and the proposed wastewater increase for 2018 is recommended at 1.3%. The increases agree to the long term financial stability plan outlined in the Town's Asset Management Plan.

One of the main cost drivers for Water and Wastewater is the operation of the plants. The Town has engaged Ontario Clean Water Agency (OCWA) to operate the plants starting in April 2016 and ending in December 2020. The savings under the contracted service model have been reinvested in other aspects of these budgets.

The projected 5% increase in water would result in an average annual billing increase from \$458.00 to \$467.00. The projected 1.3% increase in wastewater would result in an average annual billing increase from \$779 to \$785. These increases factor in both rate and flow estimates. Based on the recommended user rate adjustments, the average consumer of both water and wastewater in the town would see a household effect of \$15.00 a year, or 4 cents a day.

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

The Director of Corporate Services, Director of Engineering and Public Works, the Manager of Engineering and the Manager of Environmental Services were consulted.



7. **CONCLUSION:**

It is recommended that Council approve the 2018 Budgets for Water and Wastewater to continue to build towards financial sustainability for these services.



---

Justin Rousseau  
Treasurer

JR

## Report Approval Details

Document Title:	2018 Water and Wastewater Operating and Capital Budgets.docx
Attachments:	- 2018 Budget wording WW- Final.pdf
Final Approval Date:	May 9, 2018

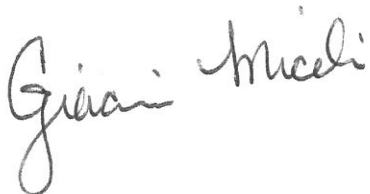
This report and all of its attachments were approved and signed as outlined below:



**Cheryl Horrobin**



**Mark Galvin - May 7, 2018 - 10:59 AM**



**John Miceli - May 7, 2018 - 12:35 PM**



**Paula Parker - May 9, 2018 - 11:25 AM**

# TOWN OF AMHERSTBURG



## 2018 WATER AND WASTEWATER OPERATING AND CAPITAL BUDGETS

### “FUTURE GROWTH AND INVESTMENT”

#### 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.”*

## **2018 OPERATING BUDGETS**

Administration is pleased to present the recommended water and wastewater budgets for 2018. The 2018 Water and Wastewater Operational and Capital Budgets were developed to support long term customer service stability and to focus on providing the desired results of Town of Amherstburg Community Based Strategic Plan 2016-2021.

In regards to Fiscal Sustainability and Investment in Infrastructure strategic priorities, the 2018 Budgets focus on increased reserve planning and funding for capital investment. The budgets provide for contributions to reserves for asset management based on lifecycle replacement within the water and wastewater systems. The budgets improve on previous provisions for reserves in accordance with Council's direction to reduce reliance on debt financing through increased reserves for financial stability.

Based on the recommended user rate adjustments, the average consumer of both water and wastewater in the town would see a household effect of \$15.00 a year, or 4 cents a day.

To achieve the strategic plan directive of Fiscal Sustainability and Investment in Infrastructure we continue to move forward with the key points of the completion and servicing of the Kingsbridge subdivision, as well as reviewing additional subdivision developments servicing with the engineering for the south east quadrant. We also continue our focus on refining and improving our asset management information and our 10 year capital outlooks and rate model forecast to ensure sustainable financial outlooks.

In regards to operational savings it is still important to note in the overall review of the water and wastewater budgets that during the final quarter of 2015 and first quarter of 2016 administration undertook an RFP process for the operation of both the water and wastewater plants.

The Town issued the RFP in 2015 to ensure that the Town was receiving competitive pricing for the operation and maintenance services that were being provided. These services have not been competitively bid previously. In the past the Town had negotiated the contract directly with OCWA. The proposal from OCWA provided the base data for the final agreement. Administration then engaged in negotiations with OCWA to work through additional final details and ensure that the Town was receiving the best value for money.

When you compare the five year contract costs to the current cost projected over 5 years the contract costs alone result in a savings of \$1,186,132.43.

The commitment of the Town is to turn these savings along with savings on debt payment each year into an ability to build more financially sustainable capital and lifecycle replacement programs using the current water and wastewater rates.

The Town has also reviewed and amended the debt repayment for the wastewater plant as it was previously funded by 504,194 by Development charges, however in order to mitigate potential issues of growth projections falling short. Administration is recommending funding more of the wastewater repayment with more rate funded monies. This represents a \$100,000 change in funding strategies.

The 2018 Budgets also continue the concept of lifecycle replacement. The 2018 budgets have been adjusted to include an allowance for renewal and capital improvements of pooled tangible capital assets; which have multiple smaller dollar value elements such as generators and pumps. The allowance provides flexibility to address investment demands from year to year as they arise. This process gives little to no flexibility to deviate from pump and component replacement to the operators of the Ontario Clean Water Agency and Town management that oversees the maintenance and routine replacement on these items that are critical to the system. The concept of lifecycle replacement will allow the operators the ability to do proper preventative maintenance and component replacement to ensure the systems are operating effectively and efficiently.

The budget presented by Administration provides for additional reserves that reaffirm Council's direction which began in the 2015 Budget to help reduce debt loads and increase reserves and financial stability.

Outside of the focus of the strategic plan, there are additional recommendations for council to consider such as a business case to bring water billing in-house and administered directly from the Town itself the water provider. It is believed this will create better customer service and more timely correction of billing issues.

One of the most challenging aspects to the budget is The Town has experienced a significant and steady drop in water and wastewater consumption over the past 8 years. Water conservation initiatives, including government instituted low-flow plumbing fixtures, has steadily pushed the Town's overall water consumption lower even with the yearly addition of new homes and commercial buildings. Much of the public has also embraced the need for water conservation and have changed their usage habits to reflect this. Since 2009 the Town has seen a 19.7% decrease in water sales. This decrease directly affects wastewater usage, which has seen a 19.65% decrease since 2009. Although this decrease does not impact the base charges portion of water and wastewater revenue, it does effect the usage portion of the billing. Administration has tracked this decrease yearly within the Water and Wastewater models and has identified rate increases to residents to reflect this. Although it appears that this

decrease is beginning to level off Administration will continue to track these trends and adjust the information within the water and wastewater models, including rate increases, to reflect these trends.

Administration has conducted a demand review in 2018 to ensure more accurate prediction of demand and setting of the rates. In the areas of water operations there has been a trend the last few year of revenue predictions varying from the water model expected output which has led to actual shortfalls in the water budget. Administration is seeking a total 5% increase in water. 3% to deal with this issue of right sizing the revenue prediction and 2% as outlined in the Asset Management Plan.

The following is a review of the proposed rates and the current local comparators in Essex County

<b>2018 Municipal Water &amp; Wastewater Rates</b>					
<b>All volumetric charges are based on 20m<sup>3</sup>/month</b>					
<b>Municipality</b>	<b>Water</b>		<b>Wastewater</b>		
LaSalle	Base Charge	\$15.00	Base Charge	\$6.00	<b>Total Monthly Bill</b>
3/4" meter	Volumetric Charge	\$1.00	Volumetric Charge	\$1.00	
	<b>Total Water</b>	<b>\$35.00</b>	<b>Total Wastewater</b>	<b>\$26.00</b>	
Essex	Base Charge	\$19.30	Base Charge*	\$20.07	<b>Total Monthly Bill</b>
	Volumetric Charge*	\$1.51	Volumetric Charge*	\$1.77	
	<b>Total Water</b>	<b>\$49.40</b>	<b>Total Wastewater</b>	<b>\$55.47</b>	
Kingsville single residential	Base Charge	\$6.00	Base Charge	\$26.67	<b>Total Monthly Bill</b>
	Volumetric Charge	\$0.92	Volumetric Charge		
	<b>Total Water</b>	<b>\$24.40</b>	<b>Total Wastewater</b>	<b>\$26.67</b>	
Lakeshore	Base Charge	\$20.01	Base Charge	\$15.68	<b>Total Monthly Bill</b>
	Volumetric Charge	\$1.48	Volumetric Charge	\$1.38	
	<b>Total Water</b>	<b>\$49.61</b>	<b>Total Wastewater</b>	<b>\$43.28</b>	

\*Rate changes based on location, average of rates was taken  
\*Rate changes based on location, average of rates was taken

Leamington	Base Charge	\$21.70	Base Charge	\$46.51	<b>Total Monthly Bill</b>
	Volumetric Charge	\$0.84	Volumetric Charge	\$2.23	
	<b>Total Water</b>	<b>\$38.50</b>	<b>Total Wastewater</b>	<b>\$91.11</b>	
Tecumseh	Base Charge	\$14.19	Base Charge	\$14.19	<b>Total Monthly Bill</b>
	Volumetric Charge	\$1.15	Volumetric Charge	\$1.21	
	<b>Total Water</b>	<b>\$37.19</b>	<b>Total Wastewater</b>	<b>\$38.39</b>	
Windsor 3/4" meter	Base Charge	\$20.45	Base Charge	\$15.84	<b>Total Monthly Bill</b>
	Volumetric Charge	\$0.60	Volumetric Charge	\$2.48	
	<b>Total Water*</b>	<b>\$47.05</b>	<b>Total Wastewater</b>	<b>\$65.44</b>	
Amherstburg	Base Charge	\$21.47	Base Charge	\$31.16	<b>Total Monthly Bill</b>
	Volumetric Charge	\$1.13	Volumetric Charge	\$2.11	
	<b>Total Water</b>	<b>\$44.07</b>	<b>Total Wastewater</b>	<b>\$73.30</b>	

**\*45%  
Lifecycle  
levy  
added to  
fixed and  
base  
charges**

**(1) Base charges are applied on a monthly basis**

**(2) Volumetric charges are applied to every cubic meter of water used**

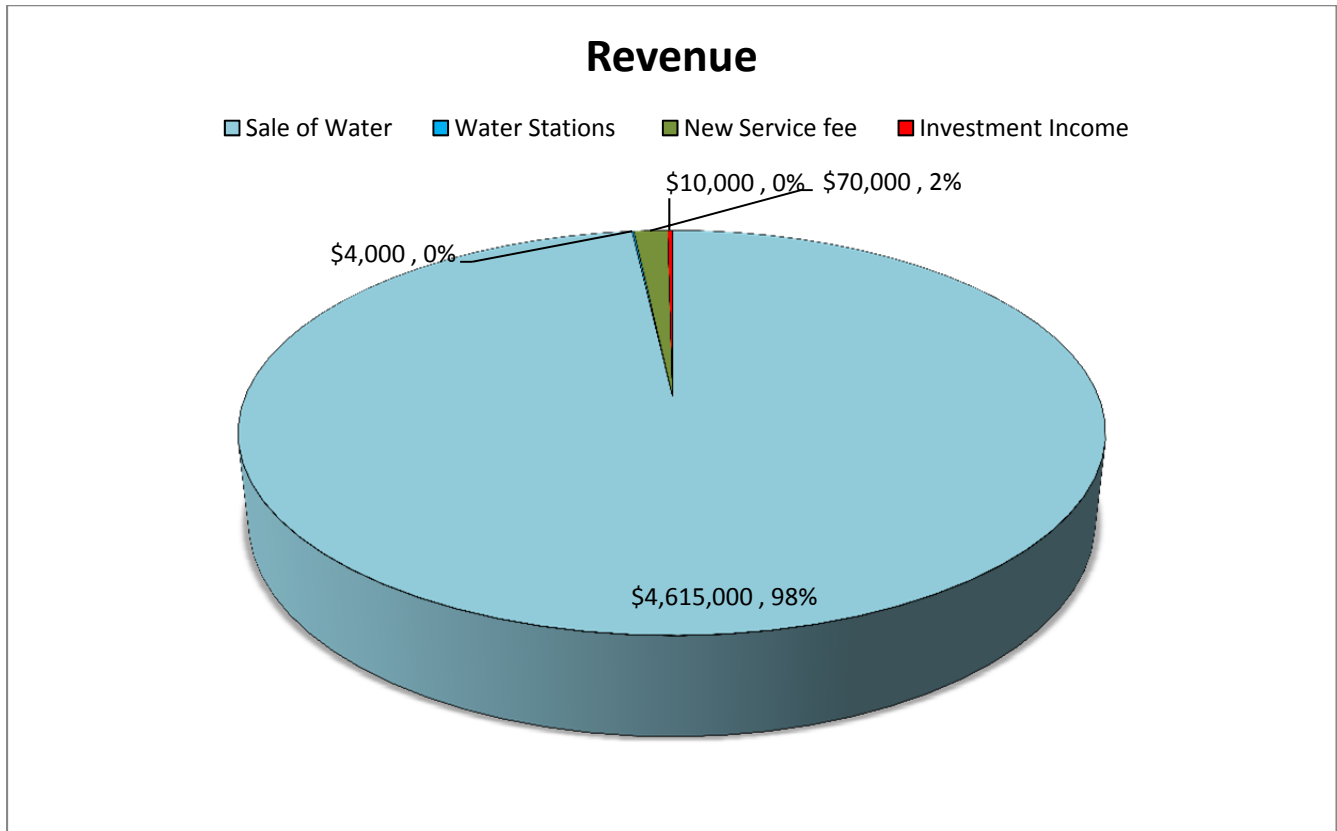
Amherstburg would rank 4<sup>th</sup> in water and 2<sup>nd</sup> in wastewater based on the proposed rates.

One of the main cost drivers for water is the operation and maintenance of the Amherstburg Water Treatment Plant. When our water costs are compared to other municipalities who operate their own plants (Essex and Lakeshore) we are actually the lowest of the 3 municipalities. Our water distribution network is very large, servicing homes well into Essex, causing additional costs to provide standard maintenance.

On the Waste water side the Town currently operates 6 separate wastewater facilities that are spread across the municipality. These facilities all require operational and maintenance costs. The recent re-construction of the Amherstburg Wastewater Treatment plant has also added additional pressure to the rate.

## **2018 WATER OPERATIONAL REVENUES**

Following is a breakdown of the \$4,699,000 total operating budget revenue for 2018:



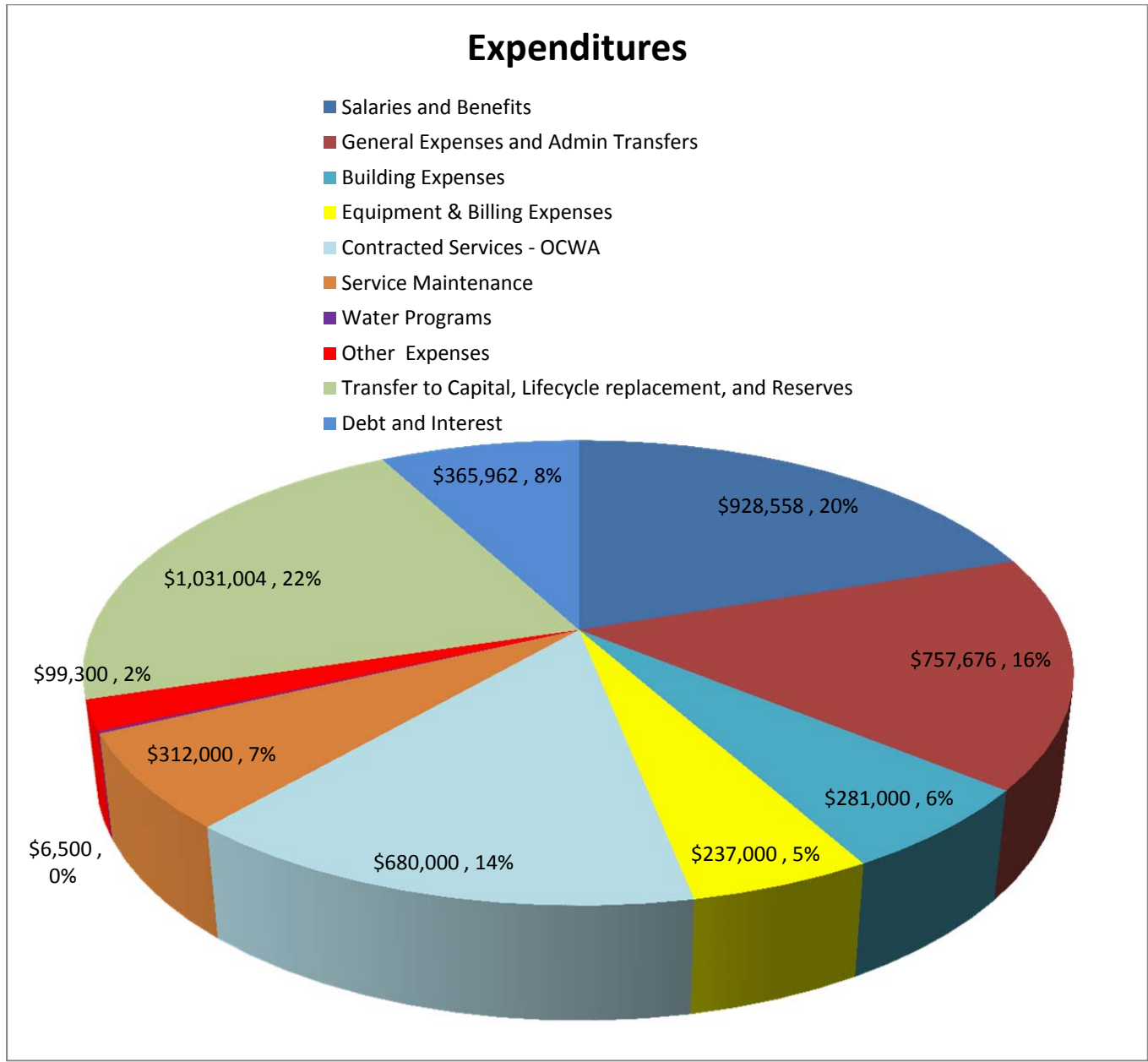
Revenues assumptions are based on estimated usage volumes and recommended user rate adjustments. User rates are established with an eye to providing for the operating and capital cost demands of the services while avoiding significant user rate fluctuations. As such recommended rate adjustments are made with consideration to the water and wastewater financial plans and the long term financial stability plan outlined in the Town's Asset Management Plan for user rate funded assets.

The recommended water user rate increase for 2018 is 5%. The water rate adjustment would result in an average annual billing increase of \$9, with the average annual cost moving from \$458 to \$467.



## **2018 WATER OPERATIONAL EXPENSES**

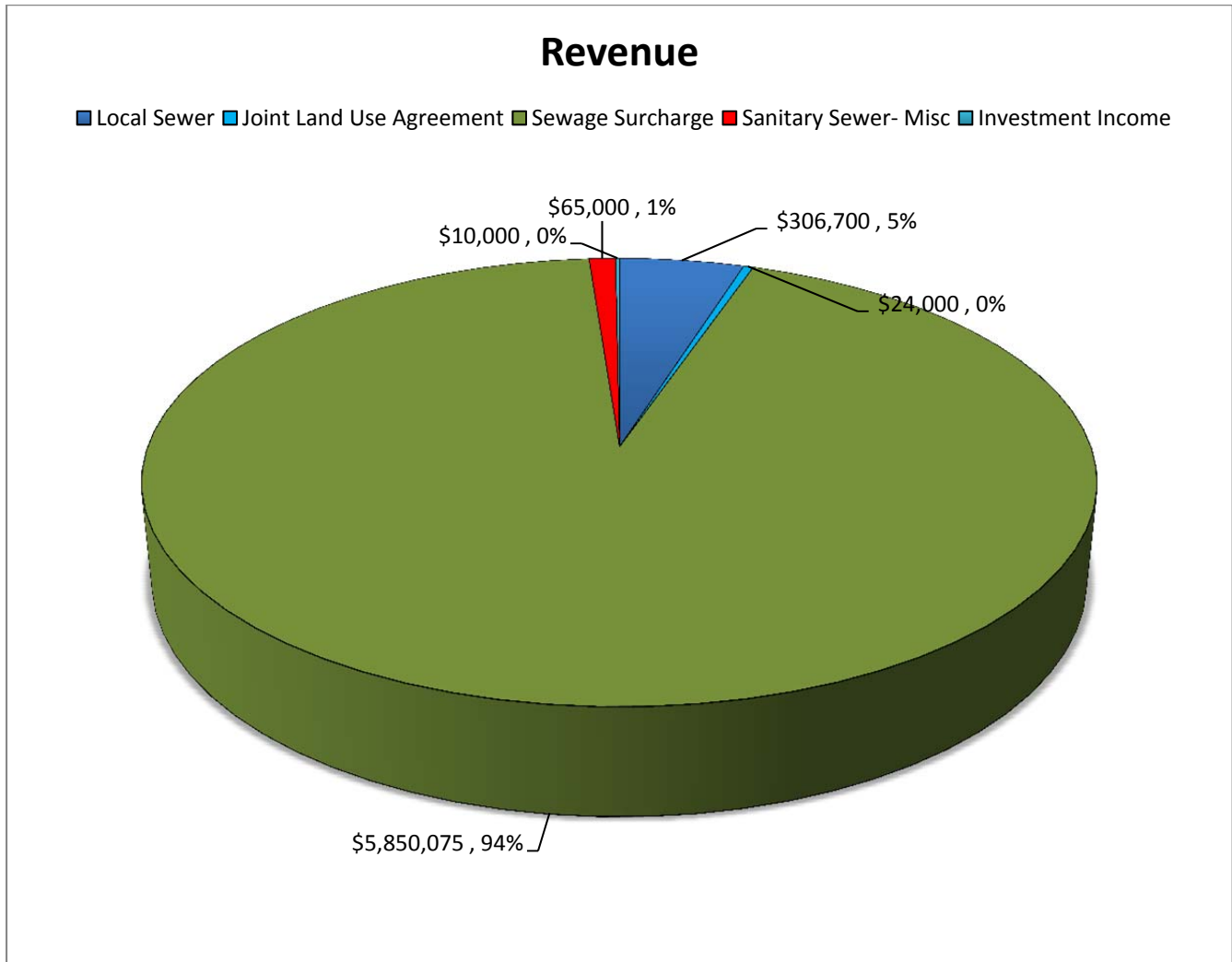
Following is a breakdown of the \$4,699, 000 total operating budget expenses for 2018:



*As the above graph illustrates 22% of the Town's Expenditures are for Transfer to Capital, Lifecycle Replacement and Reserves a decrease from the prior years 28% in order to deal with operational request in the budget.*

## **2018 WASTEWATER OPERATIONAL REVENUES**

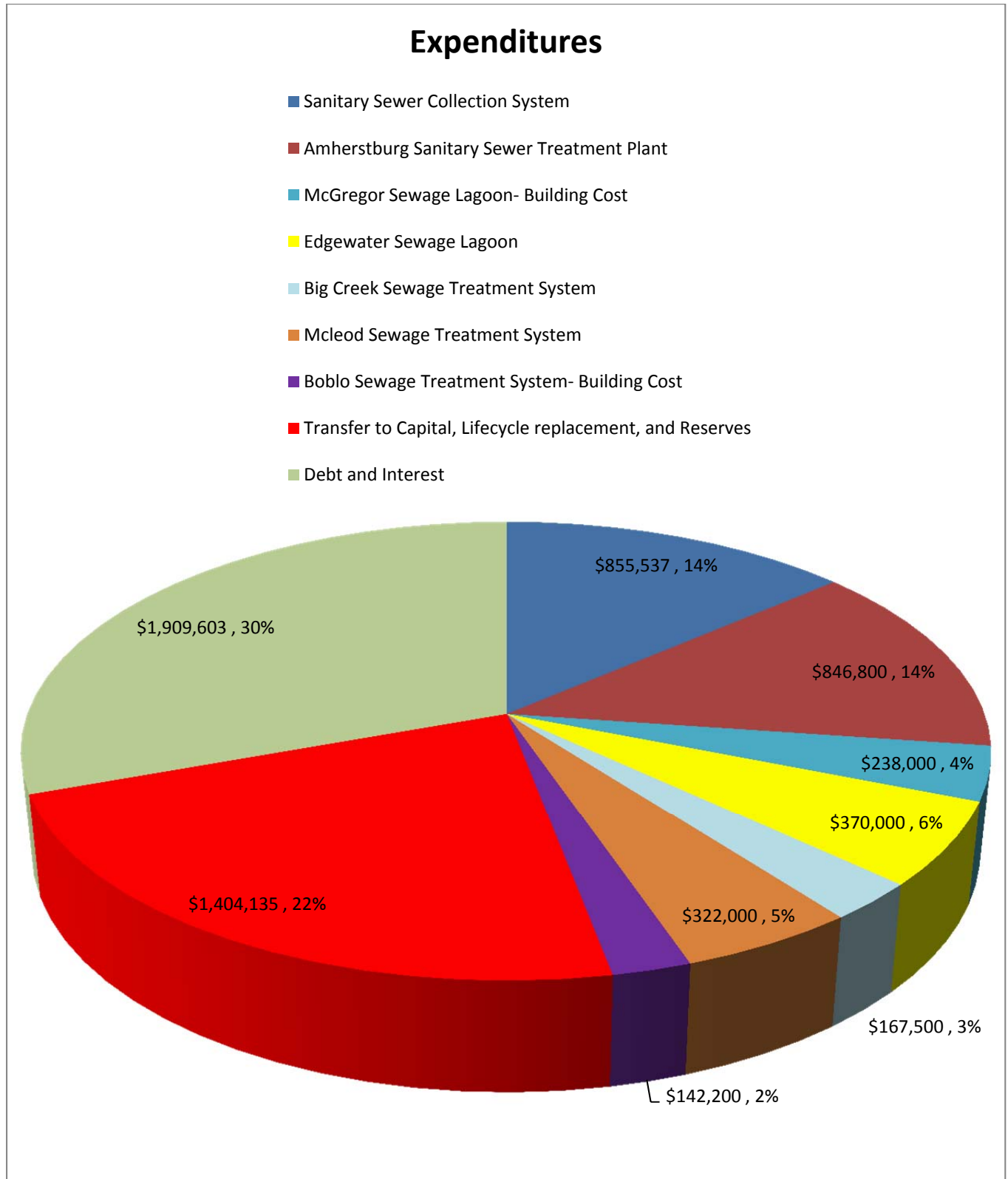
Following is a breakdown of the \$6,255,775 total operating budget revenue for 2018:



The recommended wastewater user rate increase for 2018 is 1.3%. The wastewater rate adjustment would result in an average annual billing increase of \$6, with the average annual cost moving from \$779 to \$785.

## **2018 WASTEWATER OPERATIONAL EXPENSES**

Following is a breakdown of the \$6,255,755 total operating budget expenses for 2018:



*As the above graph illustrates 22% of the Town's Expenditures are for Transfer to Capital, Lifecycle Replacement and Reserves an increase from the prior years 21%. It should also be noted that over 30% of the Town's wastewater operations budget is for debt and interest payments on the investment in infrastructure the Town has made primarily in the Amherstburg Wastewater Treatment Plant.*

### **2018 OPERATIONS BUDGETS CONCLUSION**

The 2018 Operating Budgets presents a continuation of good planning on turning operational savings into increased capital, lifecycle replacement and reserves in order to create a more sustainable long term financial model for both the water and wastewater revenue streams.

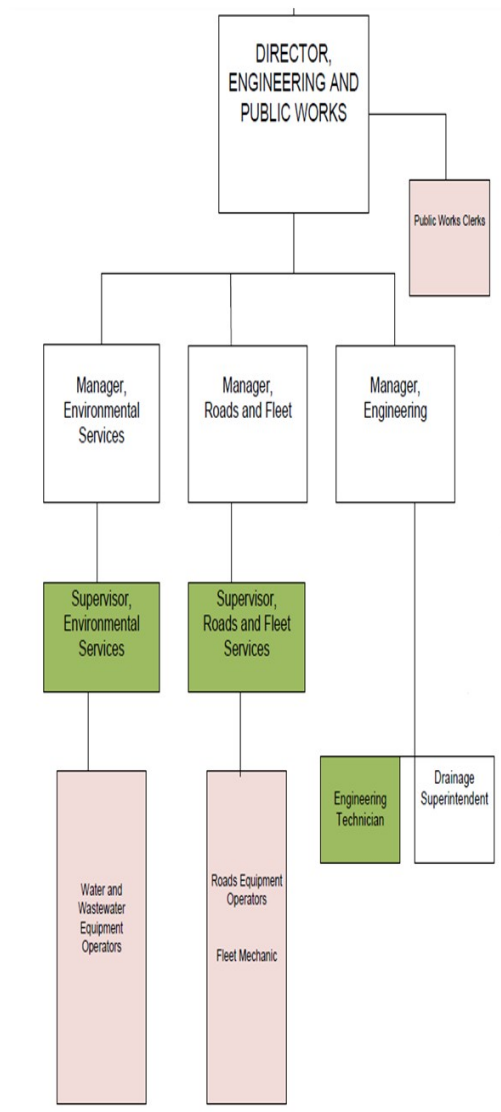


### A. Department Overview

#### Mission

The mission of the Engineering and Public Works Office is to provide quality workmanship and response to the residents of Amherstburg and outstanding customer service to both our residents and internal users.

**\*Highlighted in green is a staffing request for 2018**



#### Department Description

#### Engineering and Public Works Department

The Engineering and Public Works Department is responsible for the construction, operation and maintenance of the Town's public works infrastructure, including water and wastewater infrastructure.

- Environmental Services - Water and Wastewater
- Engineering

Included in these services

The Engineering and Public Works Department is responsible for:

- water distribution system which includes watermains, fire hydrants, water valves, service connections and water meters.
- wastewater collection system which includes sanitary sewers, sanitary manholes, sanitary cleanouts and sanitary service connections.
- contracted service for the operations of the water and wastewater treatment facilities.
- Fleet management



## **B. Outlook and Highlights**

### **Engineering and Public Works**

#### **2017 Highlights**

In 2017 the Engineering and Public Works Department – Water and Wastewater Division completed the following:

- New watermain upgrade on Pickering Drive from Sandwich Street to King Street
- Began the engineering for the southwest quadrant to promote development of that area
- New Low Lift Pump VFD Installed at the Amherstburg Water Treatment Plant
- Upgrade of the wastewater Pump Station No.2
- Detailed design of the new pump station and forcemain required to connect Edgewater to the Amherstburg Wastewater Treatment Plant
- McGregor Lagoon Cleaning of Cell #2
- Completion of the Town's Asset Management Plan

#### **Outlook for 2018**

- Completion of the new pump station and forcemain required to connect Edgewater to the Amherstburg Wastewater Treatment Plant
- Pickering Street Watermain replacement and upgrade from King Street to Fryer Street
- Begin transition to in-house water and wastewater billing
- Update Water Master Plan
- Complete engineering of watermain replacement on Walnut Street from Hawthorn to McCurdy
- Complete repairs of Filter #1 and #4 at the Water Treatment Plant
- Continue I & I program including Basement Flooding Protection Subsidy Program
- Complete engineering for the southwest quadrant to promote development of that area



**C. Budgeted Staffing Resources- Engineering and Public Works**

The following is a breakdown of the staffing resources in the Engineering and Public Works Office:

**Engineering and Public Works- Water and Wastewater Rate**

<b>Permeant FTE's</b>	<b>2017 Budget</b>	<b>2018 Proposed</b>
Full-Time FTE's	9.00	11.50
Part-Time FTE's	0.00	0.00
<b>Total FTE</b>	<b>9.00</b>	<b>11.50</b>
<b>Net Change</b>	<b>0.00</b>	<b>+2.50</b>

Staffing Complement Includes:

<b>Position Description</b>	<b>Position Profile</b>	<b>Number of Staff</b>	<b>FTE</b>
Manager of Environmental Services	Management	1.00	1.00
Supervisor of Environmental Services	Non- Union	1.00	1.00
Water and Wastewater Equipment Operators	Union	7.00	7.00
Environmental Services Clerk	Union	1.00	1.00
Water Billing Financial Services Rep	Union	2.00	1.50

Overhead cost such as town administration cost and public works salaries and operating cost such as gasoline and vehicle maintenance are allocated via cross charge calculations in the operating budget.



**D. Budgeted Staffing Resources - Engineering and Public Works**

The following is a list of budgetary request and issues contained in the 2018 Water and Wastewater budget proposal in the Engineering and Public Works Office.

<b>Budget Issue</b>	<b>Cost Impact</b>	<b>Budget Issue Number</b>
Water Revenue Increase	28,400	WATER-2018-1
Supervisor of Water and Wastewater	61,092	WATER-2018-2
Salaries and Contractual Obligations	60,606	WATER-2018-3
Water Billings	79,300	WATER-2018-4
Utilities, Insurance, Taxes	19,500	WATER-2018-5
OCWA Contract	(75,000)	WATER-2018-6
Principal and Interest	32,514	WATER-2018-7
Water Master Study	75,000	WATER-2018-8
Wastewater Revenue Increase	(115,075)	WASTEWATER-2018-1
Utilities, Insurance, Maint	(18,000)	WASTEWATER-2018-2
OCWA Contract	(77,000)	WASTEWATER-2018-3
Principal and Interest	66,049	WASTEWATER-2018-4
Administrative Charge	22,682	PWD-2018-10



**TOWN OF AMHERSTBURG  
WATER DEPARTMENT  
2018 BUDGET**

		<b>2017 Budget Reclass</b>	<b>2018 Budget</b>	<b>Budget Increase/(Decrease) 2017 to 2018</b>	<b>Budget Issue Report</b>
<b>REVENUES:</b>					
80-4-0000000-1610	Sale of Water	(4,650,000)	(4,615,000)	(35,000)	WATER-2018-1
80-4-0000000-1630	Water Station Revenue	(3,400)	(4,000)	600	WATER-2018-1
80-4-0000000-1670	New Service Fees	(70,000)	(70,000)	-	
80-4-0000000-7220	Investment Income	(4,000)	(10,000)	6,000	WATER-2018-1
<b>Total Revenues - Water</b>		<b>(4,727,400)</b>	<b>(4,699,000)</b>	<b>(28,400)</b>	
<b>EXPENSES:</b>					
<b>Salaries and Wages</b>					
80-5-0000000-0101	Salaries - Full Time	551,074	636,839	85,765	WATER-2018-2, WATER-2018-3
80-5-0000000-0102	Salaries - Overtime	27,500	27,500	-	
80-5-0000000-0105	Salaries - STD/LTD Credit			-	
80-5-0000000-0109	Salaries - Student Labour	10,670	10,409	(261)	WATER-2018-3
<b>Total Salaries and Wages - Water</b>		<b>589,244</b>	<b>674,748</b>	<b>85,504</b>	
<b>Benefits</b>					
<b>Total Benefits - Water</b>		<b>222,616</b>	<b>253,810</b>	<b>31,194</b>	WATER-2018-2, WATER-2018-3
<b>General Expenses</b>					
80-5-0000000-0300	Share of PW Expenses	53,581	64,922	11,341	PWD-2018-10
	Transtional Cost of Water Billing		60,000	60,000	WATER-2018-4
80-5-0000000-0130	Administrative Transfer from Town	521,004	521,004	-	
80-5-0000000-0249	Training and Conferences	8,500	8,500	-	
80-5-0000000-0161	Clothing	7,500	7,500	-	
80-5-0000000-0350	Memberships	1,000	1,000	-	
80-5-0000000-0301	Office Supplies	1,000	1,000	-	
80-5-0000000-0307	Advertising	750	750	-	
80-5-0000000-0328	Engineering Fees	25,000	25,000	-	
80-5-0000000-0550	ERCA - Clean Water - Work Spaces	68,000	68,000	-	
<b>Total General Expenses</b>		<b>686,335</b>	<b>757,676</b>	<b>71,341</b>	
<b>Building Expenses</b>					
80-5-0000000-0314	General Insurance	30,000	36,000	6,000	WATER-2018-5
80-5-0000000-0316	Utilities	200,000	210,000	10,000	WATER-2018-5
80-5-0000000-0331	General Maintenance	5,000	7,000	2,000	WATER-2018-5
80-5-0000000-0381	Property Taxes	26,500	28,000	1,500	WATER-2018-5
<b>Total Building Expenses - Water</b>		<b>261,500</b>	<b>281,000</b>	<b>19,500</b>	
<b>Equipment and Vehicles</b>					
80-5-0000000-0402	Vehicle and Equipment MTCE	12,000	12,000	-	
80-5-0000000-0404	Vehicle Radio Licences	20,000	20,000	-	
80-5-0000000-0405	Vehicle MTCE - Tires	5,000	5,000	-	
80-5-0000000-0420	Micellaneous Water Equipment	20,000	20,000	-	
80-5-0000000-0504	Collection and Billing Expense	180,000	180,000	-	WATER-2018-4
<b>Total Equipment and Vehicle - Water</b>		<b>237,000</b>	<b>237,000</b>	<b>-</b>	

**TOWN OF AMHERSTBURG  
WATER DEPARTMENT  
2018 BUDGET**

		2017 Budget Reclass	2018 Budget	Budget Increase/(Decrease) 2017 to 2018	Budget Issue Report
<b>Contracted Services</b>					
80-5-0000000-0604	Contract OCWA	705,000	630,000	(75,000)	WATER-2018-6
80-5-0000000-0612	OCWA Maintenance Items	50,000	50,000	-	
<b>Total Contracted Services - Water</b>		<b>755,000</b>	<b>680,000</b>	<b>(75,000)</b>	
<b>Service Maintenance</b>					
80-5-0000000-0755	Service Maintenance	103,000	103,000	-	
80-5-0000000-0810	Main Maintenance	60,000	60,000	-	
80-5-0000000-0833	Water Meter Repairs and Maintenance	85,000	85,000	-	
80-5-0000000-0835	Sample Station Repairs	2,000	2,000	-	
80-5-0000000-0840	Water Valve Repair and Maintenance Program	19,000	19,000	-	
80-5-0000000-0845	Blowoff Repairs, Upgrades, New Installs	3,000	3,000	-	
80-5-0000000-0850	Fire Hydrant Repair and Maintenance	10,000	10,000	-	
80-5-0000000-0815	Backflow Prevention	27,000	27,000	-	
80-5-0000000-0855	Coin Operated Filling Stations (2)	3,000	3,000	-	
<b>Total Service Maintenance - Water</b>		<b>312,000</b>	<b>312,000</b>	<b>-</b>	
<b>Water Programs</b>					
80-5-0000000-0920	DWQMS Implementation	5,000	5,000	-	
80-5-0000000-0951	Water Conservation Program	1,500	1,500	-	
<b>Total Water Programs - Water</b>		<b>6,500</b>	<b>6,500</b>	<b>-</b>	
<b>Other Expenses - Transferred from Capital</b>					
NEW	Furniture and Equipment & Software- One Time Cost	-	24,300	24,300	WATER-2018- 2, WATER-2018-4
NEW	Water Master Study	-	75,000	75,000	WATER-2018-8
<b>Total Water Programs - Other Expenses</b>		<b>-</b>	<b>99,300</b>	<b>99,300</b>	
<b>Total Expenses before Reserves and Debt Charges - Water Department</b>		<b>3,070,195</b>	<b>3,302,035</b>	<b>231,840</b>	
<b>Transfer to (from) Reserves</b>					
80-5-0000000-2001	Transfer to Capital	638,000	640,000	2,000	
	Transfer to Capital from Reserves		458,000	458,000	
	Life Cycle replacement	160,000	225,700	65,700	
	Transfer in of 2017 Life Cycle Replacement		(160,000)	(160,000)	
	Transfer in from Reserves		(458,000)	(458,000)	
80-5-0000000-2009	Transfer to Reserves	525,757	325,304	(200,453)	
<b>Total Transfer to Reserve - Water</b>		<b>1,323,757</b>	<b>1,031,004</b>	<b>(292,753)</b>	
<b>Debt Charges - Water</b>					
80-5-0000000-2005	Principle	193,471	212,741	19,270	WATER-2018-7
80-5-0000000-2006	Interest	139,977	153,221	13,244	WATER-2018-7
<b>Total Debt Charges - Water</b>		<b>333,448</b>	<b>365,962</b>	<b>32,514</b>	
<b>Total Expenses - Water Department</b>		<b>4,727,400</b>	<b>4,699,000</b>	<b>(28,400)</b>	
<b>Net Revenues and Expenses - Surplus/(Deficit)</b>		<b>-</b>	<b>-</b>	<b>0.00</b>	

**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual                       New                       Increase                       Decrease

<b>Item Number:</b>	WATER-2018-1
<b>Community Based Strategic Plan Pillar:</b>	
<b>Department:</b>	WATER
<b>Division:</b>	WATER
<b>Estimated Cost:</b>	(\$28,400)

**Description of Item:**

Increase in water revenue items comes from an increase in rate of 5% taking place on August 1st 2018. Additional revenue increases are expected in the area of water station revenue and investment income. One of the most challenging aspects to the is The Town has experienced a significant and steady drop in water and wastewater consumption over the past 8 years. Water conservation initiatives, including government instituted low-flow plumbing fixtures, has steadily pushed the Town's overall water consumption lower even with the yearly addition of new homes and commercial buildings. Much of the public has also embraced the need for water conservation and have changed their usage habits to reflect this. Since 2009 the Town has seen a 19.7% decrease in water sales. This decrease directly affects wastewater usage, which has seen a 19.65% decrease since 2009. Although this decrease does not impact the base charges portion of water and wastewater revenue, it does effect the usage portion of the billing. Administration has tracked this decrease yearly within the Water and Wastewater models and has identified rate increases to residents to reflect this. Although it appears that this decrease is beginning to level off Administration will continue to track these trends and adjust the information within the water and wastewater models, including rate increases, to reflect these trends.

Administration has conducted a demand review in 2018 to ensure more accurate prediction of demand and setting of the rates. In the areas of water operations there has been a trend the last few year of revenue predictions varying from the water model expected output which has led to actual shortfalls in the water budget. Administration is seeking a total 5% increase in water. 3% to deal with this issue of right sizing the revenue prediction and 2% as outlined in the Asset Management Plan.

**Justification:**

The Town's asset management plan calls for a 2% increase to water revenue to deal with capital requirements and 3% is budgeted to correct for demand actuals	\$	(35,000.00)
The Town has experienced growth in sales at the water stations in Anderdon and Malden	\$	600.00
Investment income has seen significant increases in 2017 and is expected to grow in 2018 with the implementation of the Town's investment policy.	\$	6,000.00
	\$	(28,400.00)

**Risk Analysis:**

The Town Asset Management Plan and Water Models are guiding documents for financial planning, not following the recommendations could pose risk to the long term financial health of the organization

**Financial Impact:**

80-4-000000-1610	Sale of Water		\$	(35,000)
80-4-000000-1630	Water Station Revenue		\$	600
80-4-000000-7220	Investment Income		\$	6,000
			\$	(28,400)









## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF CORPORATE SERVICES

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

Author's Name: Justin Rousseau	Report Date: April 6, 2018
Author's Phone: 519 736-0012 ext. 2256	Date to Council: April 23, 2018
Author's E-mail: <a href="mailto:jrousseau@amherstburg.ca">jrousseau@amherstburg.ca</a>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: In House Water Billings

---

#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Treasurer dated April 6, 2018 regarding In House Water Billing **BE RECEIVED**; and,
2. The proposed In House Water Billings in the Water Budget **BE CONSIDERED** as a part of the overall 2018 Water Budget.

#### 2. BACKGROUND:

In 2008, Administration brought forward report 2008Nov07 to recommending: "...the Town to assume the Water and Sanitary Sewer billing, collecting and meter reading functions for the entire Town of Amherstburg."

The report listed several items of concern, many of which remain concerns today.

Currently the Town of Amherstburg pays the Essex Power Corporation approximately \$193,000 to do water billing and corresponding mailings. With the current set-up, the Town has little control over the administration and customer service that is provided by Essex Power Corporation. Administration has been made aware of a number of issues that occurred requiring the Town to intervene.

### **3. DISCUSSION:**

Town staff currently read the meters monthly for residents in-town, and once every three months for residents outside the core town limits. These residents were with Hydro One while the in-town residents were with Essex Power Corporation already.

The readings are sent to Essex Power and in the past, their staff administered the billing functions; however, recently Essex Power hired a third party to do mailings. All of these different parties at play seems to add confusion and frustration when our staff or a customer calls looking for information and updates regarding their accounts.

Lasalle and Leamington recently reclaimed their reading and water billing from Essex Power. These municipalities have seen increased collection power and increased ability to correct potential missing revenue from billing issues. Both municipalities use Vadim financial software and use Sensus meters. Unlike Amherstburg, these municipalities had to upgrade the meters and bring their meter reading in-house prior to migrating the billing functions. Amherstburg already has upgraded meters and town staff currently read the meters. Amherstburg uses the same financial software and the Sensus is the water billing software that Administration is recommending the town move forward with. Sensus will integrate with the town meters and the Sensus software links easily to the utility billing component of Vadim.

There are advantages beyond financial savings, to in-house water billing: a one window approach for service, synergies between staff, improved communication between departments, and having access to the usage data, will provide increased customer service for our users. An additional benefit is creating jobs in the community as opposed to outsourcing cost for the same price.

Optimum financial savings and consistency would be realized if the readings and billings were done as currently provided to the town monthly in town and a quarterly process in the outlining areas. Administration has based the financial analysis this process with one and a half additional in house unionized staff. The suggested timeline would be in the latter half of 2018 for the beginning of a transition and expected implementation in 2019. However may require more detailed timelines and deliverables upon review with software providers timelines and review of internal work plans.

Administration is also proposing the elimination of tenant water billing which is allowed under Essex Power model but does add to the delay in collection of default water accounts. With the provision of the Municipal Act, 2001, water/sewer fees are now a benefit of the property rather than the individual that request or receives the service. Section 398 of the Municipal Act 2001 explains the allocation of the fees and charges for the supply of a public utility, which are the responsibility of the property to which it is supplied and may be collected in the same manner as taxes.

Administration expects that inconsistencies in billings will be corrected in a more expedient manner and that the collections process will improve. The town can act in a timelier manner to add overdue billings to tax role and expedite collections of revenue. This will help the town with overall cash flow management and administration of the water and wastewater billing cycles.



#### 4. RISK ANALYSIS:

With any changeover in water billing services there may be risk of possible transitional errors, as well as possible confusion to residents, however administration will work to ensure these issues are appropriately managed and communication to the public is prevalent as to key dates for the transition.

#### 5. FINANCIAL MATTERS:

Depending on when the in-house billing is implemented, there will be off-setting variances in the 2018 budget; however, these will right themselves the following year.

<b>YEAR ONE</b> (estimating a July transitional period)	<b>2017 Budget</b>	<b>Proposed Water Billing Model</b>	<b>Change Variance</b>
<b>Revenue (from Waste Water)</b>	\$ -	\$ (13,000)	\$ (13,000)
<b>Salaries (1.5 Staff)</b>	\$ -	\$ 87,826	\$ 87,826
<b>Benefits @ 35% (1.5 Staff)</b>	\$ -	\$ 30,739	\$ 30,739
<b>Collection and Billing Expense</b>	\$ 180,000	\$ -	\$ (180,000)
<b>Billing Software Maintenance</b>	\$ -	\$ 2,860	\$ 2,860
<b>Postage</b>	\$ -	\$ 65,575	\$ 65,575
<b>Total Operating Budget**</b>	<b>\$ 180,000</b>	<b>\$ 174,000</b>	<b>\$6,000</b>
<b>Transitional Cost (see Below)**</b>	\$ -	\$ 60,000	\$ 60,000
<b>Total Operating Budget with Transitional Cost</b>	<b>\$180,000</b>	<b>\$234,000</b>	<b>\$54,000</b>
<b>* Billing Software Purchase - CAPITAL BUDGET (Note 1)</b>	\$ -	\$ 14,300	\$ 14,300
<b>* Workstation Set-up/Equipment-CAPITAL BUDGET</b>	\$ -	\$ 5000	\$ 5000
<b>Total Capital Budget**</b>	<b>\$ Nil</b>	<b>\$19,300</b>	<b>\$19,300</b>
<b>TOTAL</b>	<b>\$180,000</b>	<b>\$253,300</b>	<b>\$73,300</b>

<b>YEAR TWO</b> (Fully implemented)	<b>Proposed 2018 Budget</b>	<b>Projected 2019 Actuals</b>	<b>Projected 2019 Variance</b>
<b>Revenue (from Waste Water)</b>	\$ (13,000)	\$ (13,000)	\$ -
<b>Salaries</b>	\$ 87,826	\$ 87,826	\$ -
<b>Benefits @ 35%</b>	\$ 30,739	\$ 30,739	\$ -
<b>Collection and Billing Expense</b>	\$ -	\$ -	\$ -
<b>Billing Software Maintenance</b>	\$ 2,860	\$ 2,860	\$ -
<b>Postage</b>	\$ 65,575	\$ 65,575	\$ -
	<b>\$ 174,000</b>	<b>\$ 174,000</b>	<b>\$ -</b>

**Notes:** \* One-time costs these are included in the 2018 water capital budget

\*\* Included in 2018 Budget for Consideration

Note 1: Implementation cost are estimated at 215 dollars per hour and administration has been given an estimate that ranges from \$10,000 to \$15,000 these factors are unknown at this time and have not been placed in the capital or operational budget. It is administrations intention to use unused lifecycle funding from 2017 as a funding source for these cost once they become more concrete.

Administration believes there will be a 6 month transitional cost of staffing and training requirements to ensure the billing software is up and running and testing, these cost will be a one-time cost and born in the latter half of 2018.

<b>Transitional Cost</b>	<b>Proposed 2018 Budget</b>
<b>Salaries ( 6 months)</b>	\$ 44,630
<b>Benefits @ 35%</b>	\$ 15,370
	<b>\$ 60,000</b>

## 6. CONSULTATIONS:

Antonietta Giofu, Director of Engineering and Public Works  
The Corporation of the Town of LaSalle

## 7. CONCLUSION:

To Council for consideration in the overall 2018 Water Budget.

  
Justin Rousseau  
Treasurer  
JR

**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual                       New                       Increase                       Decrease

**Item Number:** WATER-2018-5

**Community Based Strategic Plan Pillar:**

**Department:** WATER

**Division:** WATER

**Estimated Cost:** \$19,500

**Description of Item:**

The Amherstburg water treatment plant continues to age and has increased maintenance, utilities and insurance costs. Adjustments have been made based on the prior years actual results

**Justification:**

Utilities Cost	\$	10,000.00
General Insurance	\$	6,000.00
Property Taxes	\$	1,500.00
Maintenance	\$	2,000.00
	\$	<u>19,500.00</u>

**Risk Analysis:**

Should the budget not be increased there is increased possibility of a negative variance in operations

**Financial Impact:**

80-5-0000000-0314	General Insurance			\$	<b>6,000</b>
80-5-0000000-0316	Utilities			\$	<b>10,000</b>
80-5-0000000-0331	General Maintenance			\$	<b>2,000</b>
80-5-0000000-0381	Property Taxes			\$	<b>1,500</b>
				\$	<b>19,500</b>

**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual                       New                       Increase                       Decrease

**Item Number:** WATER-2018-6

**Community Based Strategic Plan Pillar:**

**Department:** WATER

**Division:** WATER

**Estimated Cost:** (\$75,000)

**Description of Item:**

The Town of Amherstburg has a 5 year contract with the Ontario Clean Water Agency to run the water and waste water facilities of the Town and is contractually obligated to pay the rate in that contract.

**Justification:**

The Town issued the RFP in 2015 to ensure that the Town was receiving competitive pricing for the operation and maintenance services that were being provided. These services have not been competitively bid previously. In the past the Town had negotiated the contract directly with OCWA. The results of the RFP had positive operating impacts for the operations of the AWTP in 2018 those savings are \$75,000 over 2017 figures.

**Risk Analysis:**

**Financial Impact:**

80-5-0000000-0604	Contract OCWA			\$	<b>(75,000)</b>
				\$	<b>(75,000)</b>

**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual                       New                       Increase                       Decrease

<b>Item Number:</b>	WATER-2018-7
<b>Community Based Strategic Plan Pillar:</b>	
<b>Department:</b>	WATER
<b>Division:</b>	WATER
<b>Estimated Cost:</b>	\$32,514

**Description of Item:**  
 The Long Term Debt Repayment has increased as the Town issued new long term debentures on the Up flow Clarifier Cover and the Riviera Place/ Drive Watermain, this is offset by a loan for the Simcoe Watermain being finished in June of 2018.

**Justification:**

Up flow Clarifiers Principle and Interest Payments Added	\$	27,310.00
Riviera Place/ Riviera Drive Watermain Principal and Interest Payments Added	\$	16,786.00
Simcoe Watermain Annual Reduction in Principle and Interest Payments	\$	(11,584.00)
	\$	32,512.00

**Risk Analysis:**

**Financial Impact:**

80-5-000000-2005	Principle			\$	<b>19,270</b>
80-5-000000-2006	Interest			\$	<b>13,244</b>
				\$	<b>32,514</b>

**TOWN OF AMHERSTBURG  
WASTE WATER DEPARTMENT  
2018 BUDGET**

		2017 Budget	2018 Budget	Budget Increase/(Decrease) 2017 to 2018	Budget Issue Report
<b>REVENUES:</b>					
10-4-4010000-0260	Locals - Sewer	(305,000)	(305,000)	-	
10-4-4010000-0265	Locals - Sewer Front and C.	(1,700)	(1,700)	-	
10-4-4010000-1705	McGreggor Lagoon Joint Use Agreement	(24,000)	(24,000)	-	
10-4-4010000-1710	Sewage Surcharge	(5,775,000)	(5,850,075)	75,075	WASTEWATER-2018-1
10-4-4010000-6540	Sanitary Sewer - Misc	(25,000)	(65,000)	40,000	WASTEWATER-2018-1
10-4-4010000-7220	Interest Income - Bank Account	(10,000)	(10,000)	-	
<b>Total Revenue - Waste Water</b>		<b>(6,140,700)</b>	<b>(6,255,775)</b>	<b>115,075</b>	
<b>EXPENSES:</b>					
<b>Sanitary Sewer Collection System (SSCS)</b>					
<b>Building</b>					
10-5-4010000-0314	General Insurance	28,000	30,000	2,000	WASTEWATER-2018-2
10-5-4010000-0381	Property Taxes	25,000	25,000	-	
<b>Total Building - SSCS</b>		<b>53,000</b>	<b>55,000</b>	<b>2,000</b>	
<b>General Expenses</b>					
10-5-4010000-0131	Transfer of PW Related Expenses	452,606	463,947	11,341	PWD-2018-10
10-5-4010000-0130	Administrative Transfer from Town	196,590	196,590	-	
10-5-4010000-0328	Engineering Fees	30,000	30,000	-	
10-5-4017740-0504	Collection and Billing Expense	13,000	13,000	-	
<b>Total General Expenses - SSCS</b>		<b>692,196</b>	<b>703,537</b>	<b>11,341</b>	
<b>Environmental Services</b>					
10-5-4017740-0331	General Maintenance	20,000	15,000	(5,000)	WASTEWATER-2018-2
10-5-4017740-0750	Sewer Flushing	40,000	35,000	(5,000)	WASTEWATER-2018-2
10-5-4017740-0758	Service Connection Inspection and Camera	2,000	2,000	-	
10-5-4017740-0759	Service Connection Repair and Maintenance	45,000	35,000	(10,000)	WASTEWATER-2018-2
10-5-4017740-0760	Manhole Cleaning and Maintenance	10,000	10,000	-	
<b>Total Environmental Services - SSCS</b>		<b>117,000</b>	<b>97,000</b>	<b>(20,000)</b>	
<b>Total Expenses - Sanitary Sewage Collection System</b>		<b>862,196</b>	<b>855,537</b>	<b>(6,659)</b>	
<b>Amherstburg Sanitary Sewer Treatment System (ASSTS)</b>					
<b>General</b>					
10-5-4017740-0316	Utilities	275,000	315,000	40,000	WASTEWATER-2018-2
10-5-4017740-0381	Property Taxes	6,800	6,800	-	
<b>Total General - ASSTS</b>		<b>281,800</b>	<b>321,800</b>	<b>40,000</b>	
<b>Environmental Services</b>					
10-5-4017740-0602	Sludge - Landfill Tipping Fees	50,000	50,000	-	
10-5-4017740-0604	Contract OCWA	415,000	340,000	(75,000)	WASTEWATER-2018-3
10-5-4017740-0612	OCWA Maintenance Items	110,000	110,000	-	
10-5-4017740-0613	OCWA After Hour Call In	25,000	25,000	-	
<b>Total Environmental Services - ASSTS</b>		<b>600,000</b>	<b>525,000</b>	<b>(75,000)</b>	
<b>Total Expenses - Amherstburg Sanitary Sewer Treatment System</b>		<b>881,800</b>	<b>846,800</b>	<b>(35,000)</b>	

**TOWN OF AMHERSTBURG  
WASTE WATER DEPARTMENT  
2018 BUDGET**

	2017 Budget	2018 Budget	Budget Increase/(Decrease) 2017 to 2018	Budget Issue Report
<b><u>McGregor Sewage Lagoon System (MSLS)</u></b>				
<b>Building</b>				
10-5-4017720-0316 Utilities	27,000	27,000	-	
10-5-4017720-0381 Property Taxes	2,000	2,000	-	
<b>Total Building Expenses - MSLS</b>	<b>29,000</b>	<b>29,000</b>	<b>-</b>	
<b>Environmental Services</b>				
10-5-4017720-0604 Contract OCWA	164,000	164,000	-	
10-5-4017720-0612 OCWA Plant Maintenance Items	35,000	35,000	-	
10-5-4017720-0613 OCWA After Hour Call In	10,000	10,000	-	
<b>Total Environmental Services - MSLS</b>	<b>209,000</b>	<b>209,000</b>	<b>-</b>	
<b>Total Expenses - McGregor Sewage Lagoon System</b>	<b>238,000</b>	<b>238,000</b>	<b>-</b>	
<b><u>Edgewater Sewage Lagoon System (ESLS)</u></b>				
<b>Building</b>				
10-5-4017730-0316 Utilities	60,000	35,000	(25,000)	WASTEWATER-2018-2
10-5-4017730-0381 Property Taxes	30,000	30,000	-	
<b>Total Building - ESLS</b>	<b>90,000</b>	<b>65,000</b>	<b>(25,000)</b>	
<b>Environmental Services</b>				
10-5-4017730-0612 OCWA Plant Maintenance Items	45,000	45,000	-	
10-5-4017730-0613 OCWA After Hour Call In	5,000	5,000	-	
10-5-4017730-0771 OCWA Meyers Pump Stations	10,000	10,000	-	
10-5-4017730-0604 Contract OCWA	170,000	170,000	-	
10-5-4017730-0609 Lagoon Treatment	75,000	75,000	-	
<b>Total Environmental Services - ESLS</b>	<b>305,000</b>	<b>305,000</b>	<b>-</b>	
<b>Total Expenses - Edgewater Sewage Lagoon System</b>	<b>395,000</b>	<b>370,000</b>	<b>(25,000)</b>	
<b><u>Big Creek Sewage Treatment and Collection System ( Big Creek)</u></b>				
<b>Building</b>				
10-5-4017750-0316 Utilities	40,000	30,000	(10,000)	WASTEWATER-2018-2
<b>Total Building - Big Creek</b>	<b>40,000</b>	<b>30,000</b>	<b>(10,000)</b>	
<b>Environmental Services</b>				
10-5-4017750-0604 Contract OCWA - Big Creek Plant	120,000	120,000	-	
10-5-4017750-0612 OCWA Plant Maintenance Items	12,500	12,500	-	
10-5-4017750-0613 OCWA After Hour Call In	5,000	5,000	-	
<b>Total Environmental Service - Big Creek</b>	<b>137,500</b>	<b>137,500</b>	<b>-</b>	
<b>Total Expenses - Big Creek Sewage Treatment and Collection System</b>	<b>177,500</b>	<b>167,500</b>	<b>(10,000)</b>	
<b><u>McLeod SBR Sewage Treatment and Collection System (McLeod)</u></b>				
<b>Building</b>				
10-5-4017755-0316 Utilities	80,000	75,000	(5,000)	WASTEWATER-2018-2
10-5-4017755-0381 Property Taxes	20,000	20,000	-	
<b>Total Building - McLeod</b>	<b>100,000</b>	<b>95,000</b>	<b>(5,000)</b>	
<b>Environmental Services</b>				
10-5-4017755-0604 Contract OCWA - McLeod Plant	187,000	185,000	(2,000)	WASTEWATER-2018-3
10-5-4017755-0612 OCWA Plant Maintenance Items	30,000	30,000	-	
10-5-4017755-0613 OCWA After Hour Call In	12,000	12,000	-	
<b>Total Environmental Services - McLeod</b>	<b>229,000</b>	<b>227,000</b>	<b>(2,000)</b>	
<b>Total Expenses - McLeod Sewage Treatment and Collection System</b>	<b>329,000</b>	<b>322,000</b>	<b>(7,000)</b>	

**TOWN OF AMHERSTBURG  
WASTE WATER DEPARTMENT  
2018 BUDGET**

	2017 Budget	2018 Budget	Budget Increase/(Decrease) 2017 to 2018	Budget Issue Report
<b>Boblo Island Sewage Treatment System</b>				
<b>Building</b>				
10-5-4017760-0316 Utilities	30,000	30,000	-	
<b>Total Building - Boblo</b>	<b>30,000</b>	<b>30,000</b>	<b>-</b>	
<b>Environmental Services</b>				
10-5-4017760-0604 Contract OCWA - Boblo Plant	95,000	95,000	-	
10-5-4017760-0612 OCWA Plant Maintenance Items	15,000	15,000	-	
10-5-4017760-0613 OCWA After Hours Call In	2,200	2,200	-	
<b>Total Environmental Service - Boblo</b>	<b>112,200</b>	<b>112,200</b>	<b>-</b>	
<b>Total Expenses - Boblo Island Sewage Treatment System</b>	<b>142,200</b>	<b>142,200</b>	<b>-</b>	
<b>Total Expenses before Reserves and Debt Charges</b>	<b>3,025,696</b>	<b>2,942,037</b>	<b>(83,659)</b>	
<b>Capital/Reserve Transfers</b>				
10-5-4010000-2001 Transfer to Capital	542,000	843,000	301,000	
Transfer to Capital		774,000	774,000	
Life Cycle replacement	276,000	467,000	191,000	
Transfer of 2017 Life Cycle replacement Funds		(191,000)	(191,000)	
Transfer in from Working Capital		(774,000)	(774,000)	
10-5-4010000-2002 Transfer to Reserve Fund	453,450	285,135	(168,315)	
	<b>1,271,450</b>	<b>1,404,135</b>	<b>132,685</b>	
<b>Debt Charges - Waste Water</b>				
10-5-4017740-2005 Principle	1,345,165	1,374,548	29,383	WASTEWATER-2018-4
10-5-4017740-2006 Interest	1,002,583	939,249	(63,334)	WASTEWATER-2018-4
10-4-4010000-3015 Less: DC Portion	(504,194)	(404,194)	100,000	WASTEWATER-2018-4
<b>Total Debt Charges - Waste Water</b>	<b>1,843,554</b>	<b>1,909,603</b>	<b>66,049</b>	
<b>Total Expenses - Waste Water Department</b>	<b>6,140,700</b>	<b>6,255,775</b>	<b>115,075</b>	
<b>Net Revenues and Expenses - Surplus/(Deficit)</b>	<b>-</b>	<b>-</b>	<b>0.00</b>	



**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual                       New                       Increase                       Decrease

<b>Item Number:</b>	WASTEWATER-2018-1
<b>Community Based Strategic Plan Pillar:</b>	
<b>Department:</b>	WASTEWATER
<b>Division:</b>	WASTEWATER
<b>Estimated Cost:</b>	\$115,075

**Description of Item:**  
 Increase in water revenue items comes from an increase in rate of 1.3% taking place on August 1st 2018. Additional Revenue Increases are expected in the area of Sanitary Sewer Misc. for a processing of waste contract the town has with a local business

**Justification:**

The Town's asset management plan calls for a 1.3% increase to waste water revenue to deal with capital requirements	\$	75,075.00
The Town has experienced growth in sales at in Misc. Revenue as the Town has entered into an agreement to process waste with a local business that is not part of the sanitary system.	\$	40,000.00
	\$	<u>115,075.00</u>

**Risk Analysis:**  
 The Town Asset Management Plan and wastewater models are guiding documents for financial planning, not following the recommendations could pose risk to the long term financial health of the organization

**Financial Impact:**

10-4-401000-1710	Sewage Surcharge		\$	75,075
10-4-401000-6540	Sanitary Sewer-Misc.		\$	40,000
			\$	<u>115,075</u>

**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual                       New                       Increase                       Decrease

**Item Number:** WASTEWATER-2018-2

**Community Based Strategic Plan Pillar:**

**Department:** WASTEWATER

**Division:** WASTEWATER

**Estimated Cost:** (\$18,000)

**Description of Item:**

The following adjustments have been made in area's to increased and decrease maintenance, utilities and insurance cost. Adjustments have been made based on the prior years actual results

**Justification:**

Utilities Cost	\$	-
General Insurance	\$	2,000.00
Sewer Flushing	\$	(5,000.00)
Service Connection Repair and Maintenance	\$	(10,000.00)
Maintenance	\$	(5,000.00)
	\$	(18,000.00)

**Risk Analysis:**

Should the Budget not be adjusted there is increased possibility of a negative variance in operations

**Financial Impact:**

10-5-4010000-0314	General Insurance			\$	2,000
10-5-4017740-0316	Utilities- ASSTS			\$	40,000
10-5-4017730-0316	Utilities-ESLS			\$	(25,000)
10-5-4017750-0316	Utilities-Big Creek			\$	(10,000)
10-5-4017755-0316	Utilities- McLeod			\$	(5,000)
10-5-4017740-0750	Sewer Flushing			\$	(5,000)
10-5-4017740-0759	Service Connection Repair and Maintenance			\$	(10,000)
10-5-4017740-0331	General Maintenance			\$	(5,000)
				\$	(18,000)

**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual                       New                       Increase                       Decrease

**Item Number:** WASTEWATER-2018-3

**Community Based Strategic Plan Pillar:**

**Department:** WASTEWATER

**Division:** WASTEWATER

**Estimated Cost:** (\$77,000)

**Description of Item:**

The Town of Amherstburg has a 5 year contract with the Ontario Clean Water Agency to run the water and waste water facilities of the Town and is contractually obligated to pay the rate in that contract.

**Justification:**

The Town issued the RFP in 2015 to ensure that the Town was receiving competitive pricing for the operation and maintenance services that were being provided. These services have not been competitively bid previously. In the past the Town had negotiated the contract directly with OCWA. The results of the RFP had positive operating impacts for the operations of the Amherstburg Sanitary Sewer Treatment System in 2018 those savings are \$75,000 over 2017 figures. It also has positive operating impacts for the operations of the McLeod Sewerage Treatment Collection System of \$2,000

**Risk Analysis:**

**Financial Impact:**

10-5-4017740-0604	Contract OCWA-ASSTS		\$	(75,000)
10-5-4017755-0604	Contract OCWA-McLeod		\$	(2,000)
			\$	(77,000)

**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual                        **New**                        **Increase**                        **Decrease**   

<b>Item Number:</b>	WASTEWATER-2018-4
<b>Community Based Strategic Plan Pillar:</b>	
<b>Department:</b>	WASTEWATER
<b>Division:</b>	WASTEWATER
<b>Estimated Cost:</b>	\$66,049

**Description of Item:**  
 The Long Term Debt Repayment has decreased as a loan for prior sewage separation work on St. Arnaud and Dalhousie sewage relining expires in 2018.  
 In 2015 Council was briefed in camera on potential issues with regards to the financial viability of the structure of the payments for the wastewater treatment plant. The AWWTP loans are funded 32.24% through the annual collection of Development Charges for sewer projects. The loan payment funded from Development Charges is \$504,194 per annum. It should be noted that Amherstburg’s ability to fund the loan payment through Development Charges is contingent on the Town’s ability to meet the projections developed by Watson & Associates in the development charge study. The study projects an average of 110 new home builds per year. Should these projections not materialize the loan payments will deplete the available cash flow from Development Charges making other sewer projects difficult to fund. This may result in the need to fund the payments from the general levy until the loans are paid off in 2031. At the Current time we have been at approximately 80 new home starts per year but at this current rate the DC balance is forecasted to be not sustainable by 2020. It is recommended that the amount paid back by Development Charges be amended down by \$100,000 and this repayment be funded by the rate as it is more inline with actual outcomes and fiscal reality.

**Justification:**

Removal of Sewage Separation Principal and Interest Payments	\$	(33,951.00)
Adjustment to DC Funded Payments	\$	100,000.00
	\$	66,049.00

**Risk Analysis:**

**Financial Impact:**

10-5-4017740-2005	Principle			\$	<b>29,383</b>
10-5-4017740-2006	Interest			\$	<b>(63,334)</b>
10-4-4010000-3015	DC portion			\$	<b>100,000</b>
				\$	<b>66,049</b>

**2018 PROPOSED OPERATING BUDGET**

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	PWD-2018-10
<b>Status:</b>	RECOMMENDED
<b>Community Based Strategic Plan Pillar:</b>	
<b>Department:</b>	ENGINEERING AND PUBLIC WORKS
<b>Division:</b>	Roads
<b>Estimated Cost:</b>	\$22,682

**Description of Item:**

In the 2018 operating budget Council approved the addition of a new position "Engineering Technician". Reporting to the Manager of Engineering and under the overall direction of the Director of Engineering and Infrastructure Services, the Engineering Technician performs functions such as the preparation, review, and co-ordination of engineering designs, drawings, and contract documents for municipal infrastructure. Other duties include the co-ordination and streamlining of tasks associated with external organizations such as surveyors, consultants, architects, utility companies. Reviews ongoing by-laws and official plan amendments, subdivision agreements, etc., to ensure compliance and adherence to requirements of the Public Works Department. Provides support for construction projects.

**Justification:**

This position will provide cost estimates , technical and administrative support in the preparation of final tender documents and review of engineering reports and drawings. This position will also provide improved inspection and oversight of Town construction projects. Limited resources in the Engineering division results in extended time in completion of certain projects and tasks. The addition of this position would allow for completion of additional capital works and ensure that approved projects are completed within scheduled timeline and allocated budgets. This new addition had cross charge impacts to the water and waste water budets.

**Risk Analysis:**

**Financial Impact:**

**There was a recovery from Water and Waste Water budgets because this position would work in those areas as well.**

Salaries - Full Time	80-5-0000000-0101	\$	
Benefits @ 38%		\$	
Recovery from Waste Wa	10-4-3010000-1018	\$	11,341
Recovery from Water	10-4-3010000-1019	\$	11,341
<b>Total Impact:</b>		<b>\$</b>	<b>22,682</b>

*TOWN OF AMHERSTBURG*



*2018 CAPITAL BUDGET*

## **2018 CAPITAL BUDGETS INTRODUCTION**

The 2018 Capital Budget brings about change to the way the capital budget is presented. For the 2018 Capital Budget Administration is presenting all open projects that have carried over from prior years and have cash backed transfers in the Working Capital Reserve. The intention is provided Council and the Public with better transparency on the open projects and allows Council the opportunity to repurpose funds on an annual basis.

The recommended 2018 Capital Budget for the Water system provides capital investment in municipal infrastructure totaling \$1,323,700.

The recommended 2018 Capital Budget for the Wastewater system provides capital investment in municipal infrastructure totaling \$8,497,000 with a total cost to the rate payer of 2,084,000 (1,310,000 from the current year, 774,000 Working Capital Reserve). It should be noted that the town needs to reexamine the funding source of the force main project and also the repurposing of CWWF grant funds, a full detailed report on this matter is included in the capital budget issue paper.

These investments are achieved by augmenting the contribution of operation funds to capital revenue. This is a continued step forward in realizing “the pay as you go” philosophy and self-funding the water and wastewater capital program. In the past, the Town relied on grant and debt funding to complete capital projects. This practice led to unacceptable amounts of long term debt for the Town and a reduced level of resident confidence in the Town’s financial outlook. Council and Administration have made tremendous strides to address these issues going forward.

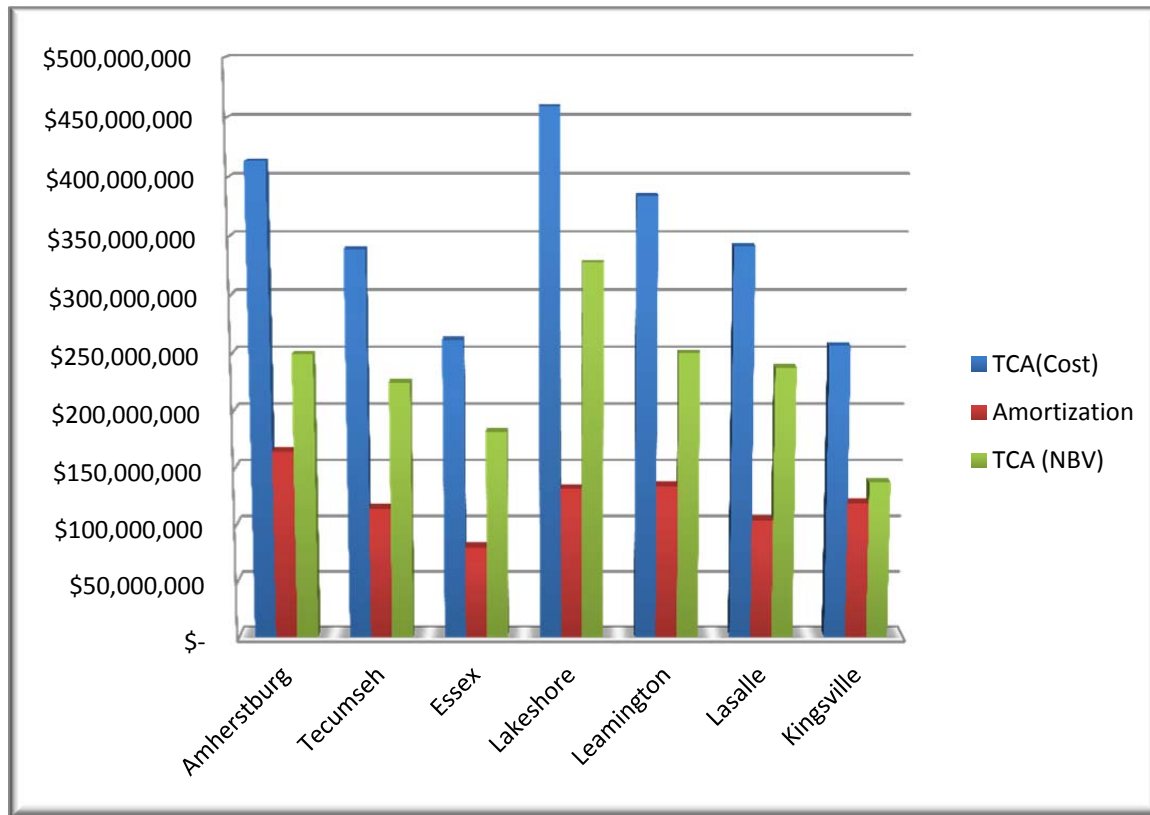
**2018 CAPITAL BUDGETS IMPORTANT FACTORS**

Based on audited 2016 Financial Statements of neighboring municipalities, the Town of Amherstburg has the highest per resident investment in infrastructure, as illustrated by the following table:

Assets Per Capita (December 31, 2016)	TCA(COST)	TCA(NBV)	Population (Stats Can 2016)	Assets Per Capita (COST)	Assets Per Capita (NBV)
Town of Amherstburg	\$413,417,801	\$249,018,630	21,936	\$18,846	\$11,352
Town of Tecumseh (2015)	\$339,031,907	\$224,696,121	23,229	\$14,595	\$9,673
Town of Essex(2015)	\$261,380,983	\$181,714,095	20,427	\$12,796	\$8,896
Municipality of Lakeshore	\$459,499,140	\$327,668,738	36,611	\$12,551	\$8,950
Municipality of Leamington	\$384,378,783	\$250,026,611	27,595	\$13,929	\$9,061
Town of LaSalle (2015)	\$341,653,437	\$237,524,933	30,180	\$11,321	\$7,870
Town of Kingsville	\$256,359,545	\$137,334,512	21,552	\$11,895	\$6,372



The following graph illustrates the total assets cost, amortization and netbook value in the region:

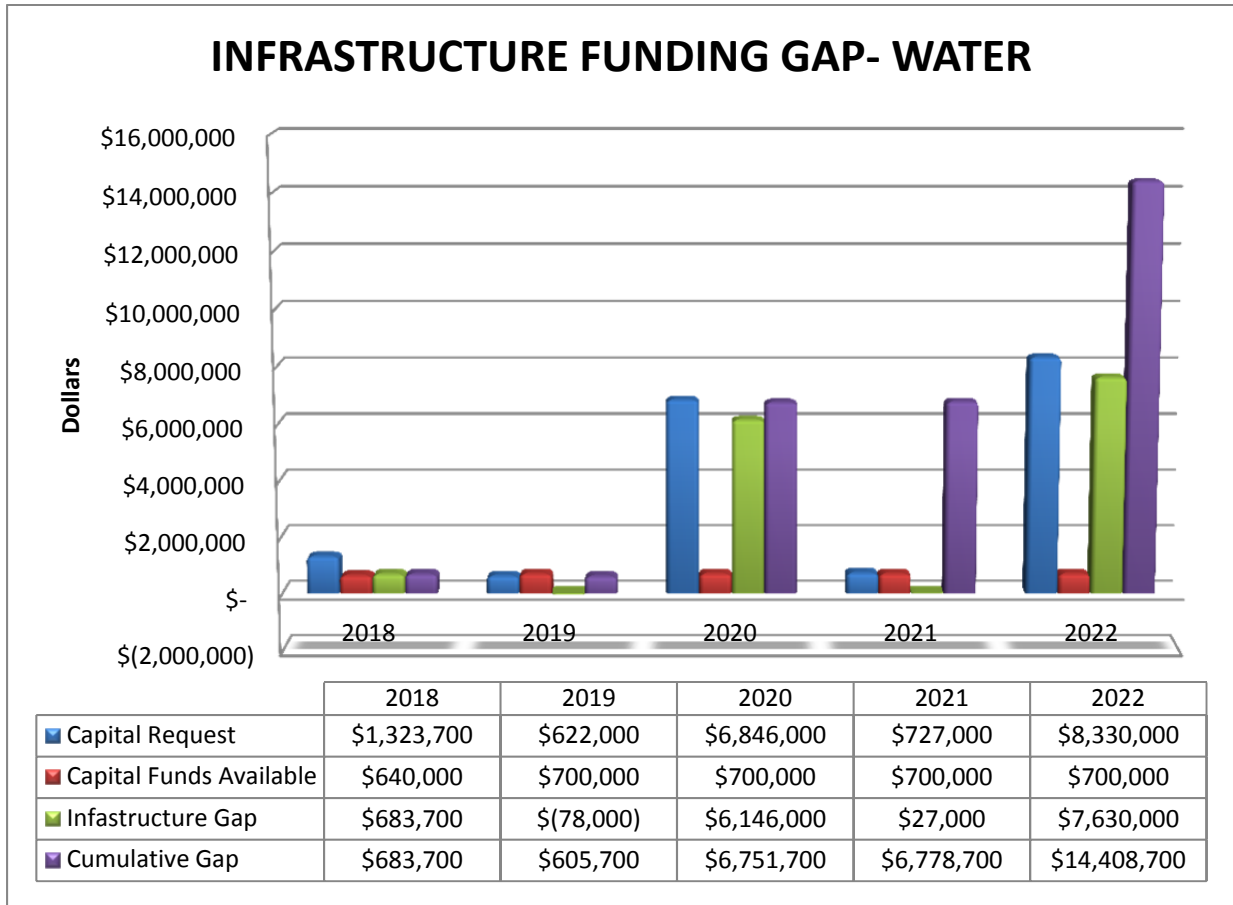


The following is both good and bad news for our Municipality. It means the Town has the highest amount of infrastructure for citizens to enjoy, however it also means in the future, the Town has the highest amount of infrastructure to replace. Currently, the Town’s assets have the highest amount of amortization in the region, (\$30,000,000 more than the next closest) which means our replacement should be taking place faster than our peers. This is not the case due to our limited funding.

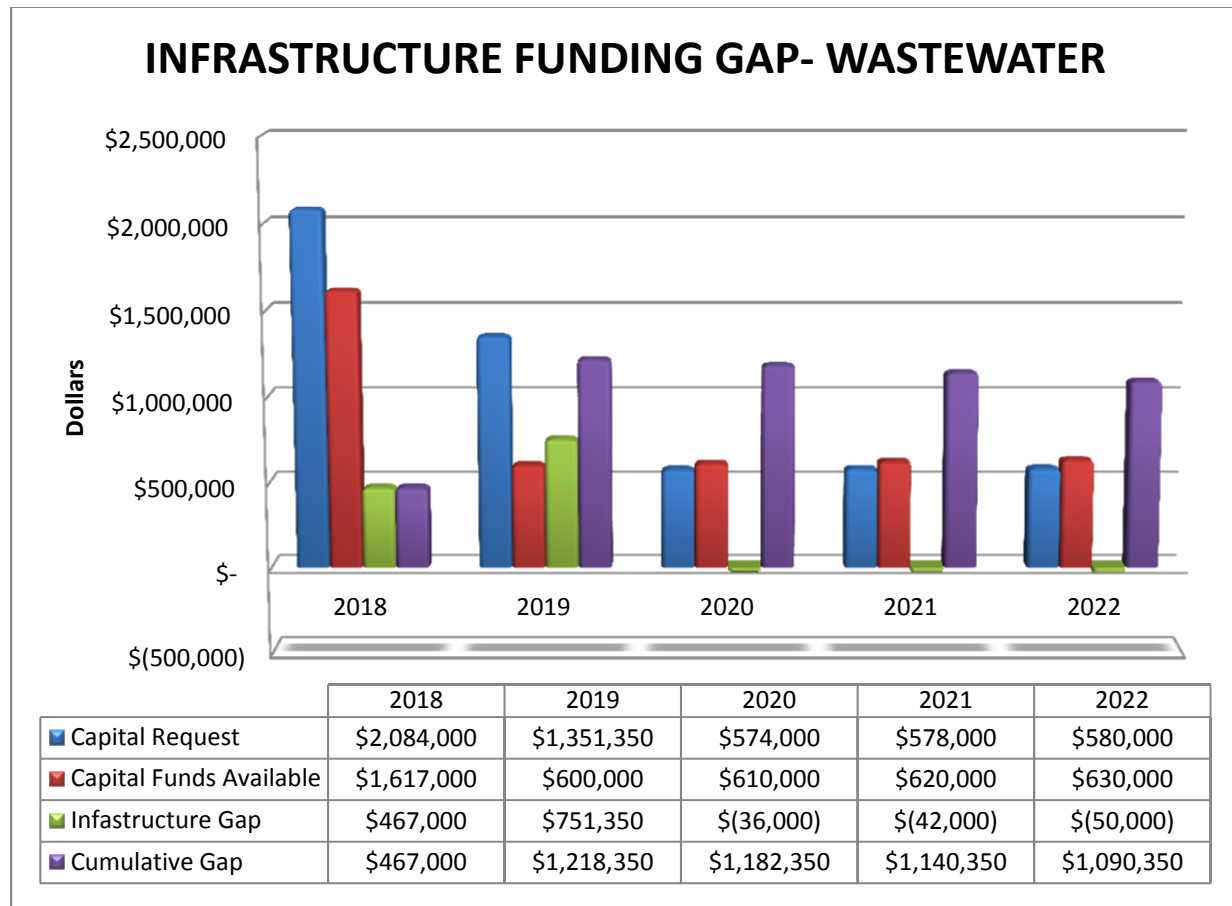
The difference between the capital needs of a municipality and that which the municipality can afford, is called the infrastructure funding gap. The best way for a municipality to guard itself against the growing infrastructure gap is by planning to have significant amounts of reserves, as well as a significant self-funding infrastructure program.

The Water and Wastewater Capital budgets suffers from annual infrastructure funding gaps, due to the fact that project costs and needs surpass the amount of project funds available. Without significant reserve funds, as mentioned above, it is hard for the Town to manage its infrastructure funding gap without increased capital borrowing.

As you will see in the following chart, and upcoming complete capital listing, the Town's water projected infrastructure gap over the next 5-10 years is significant, due to the forecasted major investments in the water treatment plant, \$37,016,700 that needs to take place in the next 5-10 years. The projected infrastructure gap is expected to be \$14.4 Million by 2022. It should also be noted this planning reflects component replacement over a 5 to 10 year period at the water treatment plant, which may change as the building ages.



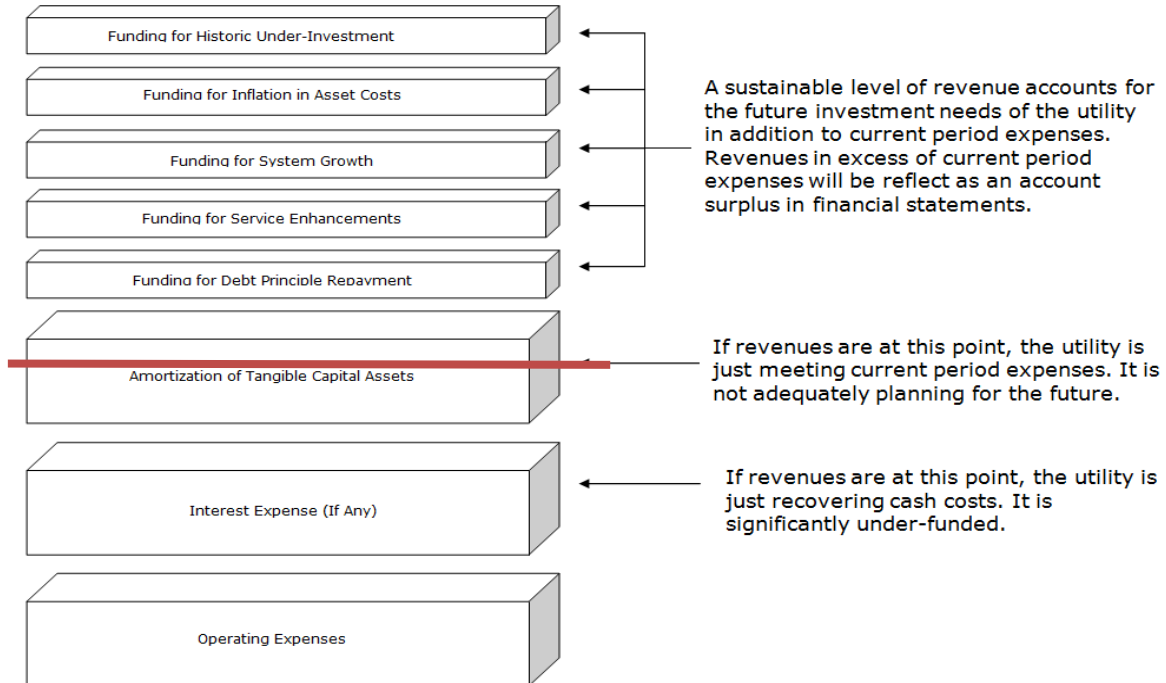
As you will see in the following chart, and upcoming complete capital listing, the Town’s wastewater projected infrastructure gap over the next 5 years is not as significant, due to the fact that the town has already completed its major replacement of the plant. The projected infrastructure gap is expected to be \$1,090,350 by 2022.



Successful grant applications in wastewater and increased capital programs are helping to reduce the gap. That being said, it is important to continue to plan for the future and build reserves in the wastewater sector as once capital replacements are required on the sewer treatment plants owned by the Town there will be funds set aside to mitigate the need for additional borrowing, and will reduce the pressure on the operating budget which currently is 31% tied to debt and interest payments.

The approach of turning operational efficiencies and debt payment reductions into increased reserve, lifecycle and capital spending along with increases in the budgeted revenue will help to mitigate the infrastructure gap in the future.

A complete budget that deals with every fiscal issue a municipality would face is illustrated below:



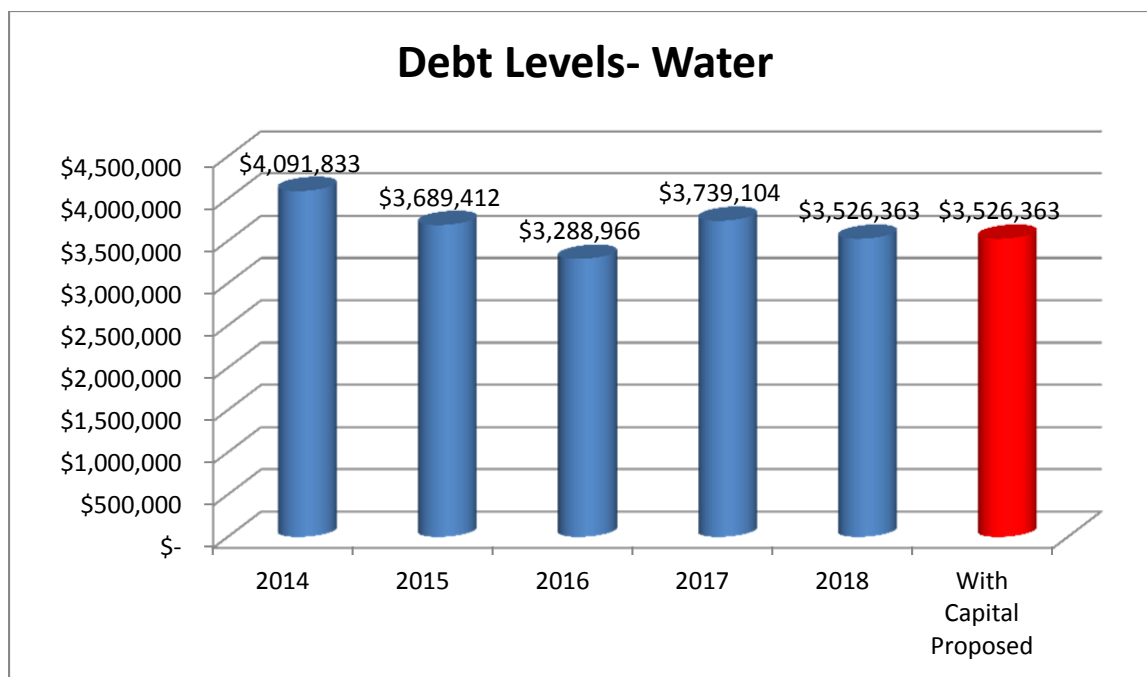
The Town of Amherstburg, much like other municipalities, cannot afford to budget for all of the above as it would be too costly to our residents. The red line indicates the level of items the Town is budgeting for as a municipality, this is an important concept to note as a community. The 2016 Audited Financial Statements of the Town showed amortization of water and wastewater capital assets of \$2,948,727 This means the Town’s asset value is dropping by that amount each year due to deterioration. In 2018, we have annual funds of \$2,345,000 for capital and reserves, this leaves the Town short of having a full comprehensive plan for dealing with this matter.

## **CAPITAL BUDGETS HIGHLIGHTS**

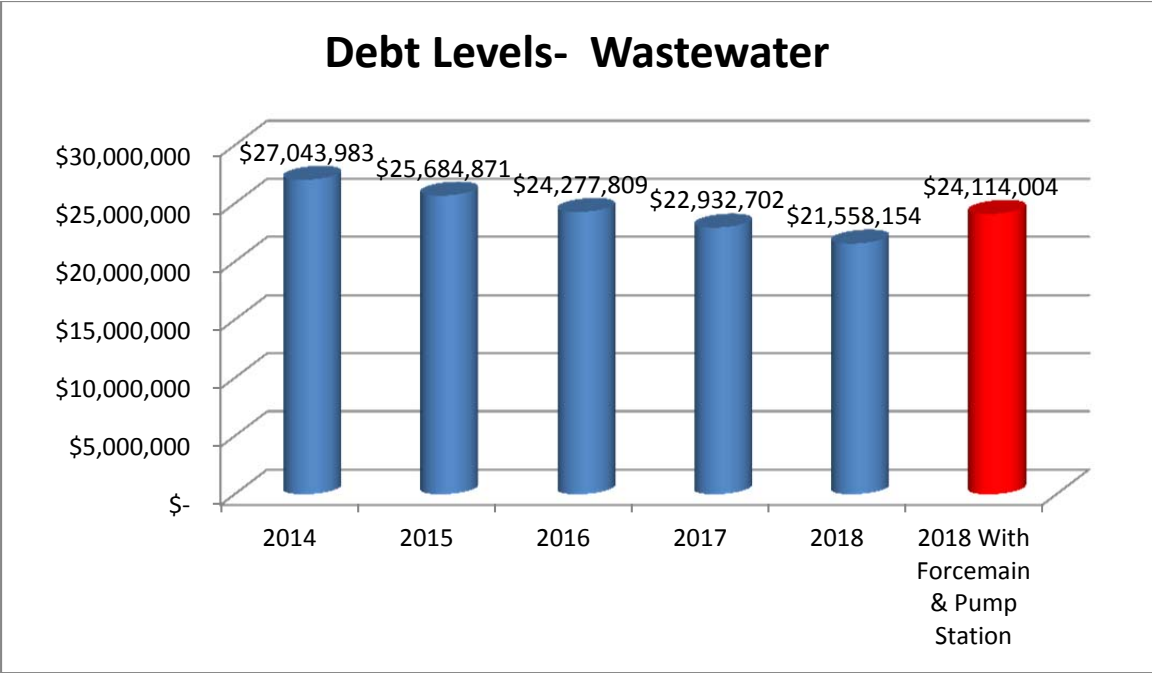
The 2015 & 2016 capital budget took progressive steps in the right direction for both the water and wastewater systems. It was the Town's first steps towards moving away from reliance on heavy debt financing, and more towards a pay as you go model of capital investment. In 2017, the Town continues down that path.

Due to the reexamination of projects and grant funding it is suggested that the CWWF funds for the reservoir be repurposed to help with the construction of the Forcemain and the reservoir project placed on hold till a later date. This impacts debt projection levels.

The following illustrates the projected debt levels from the water operations of the Town upon project completion of the capital works in 2018:

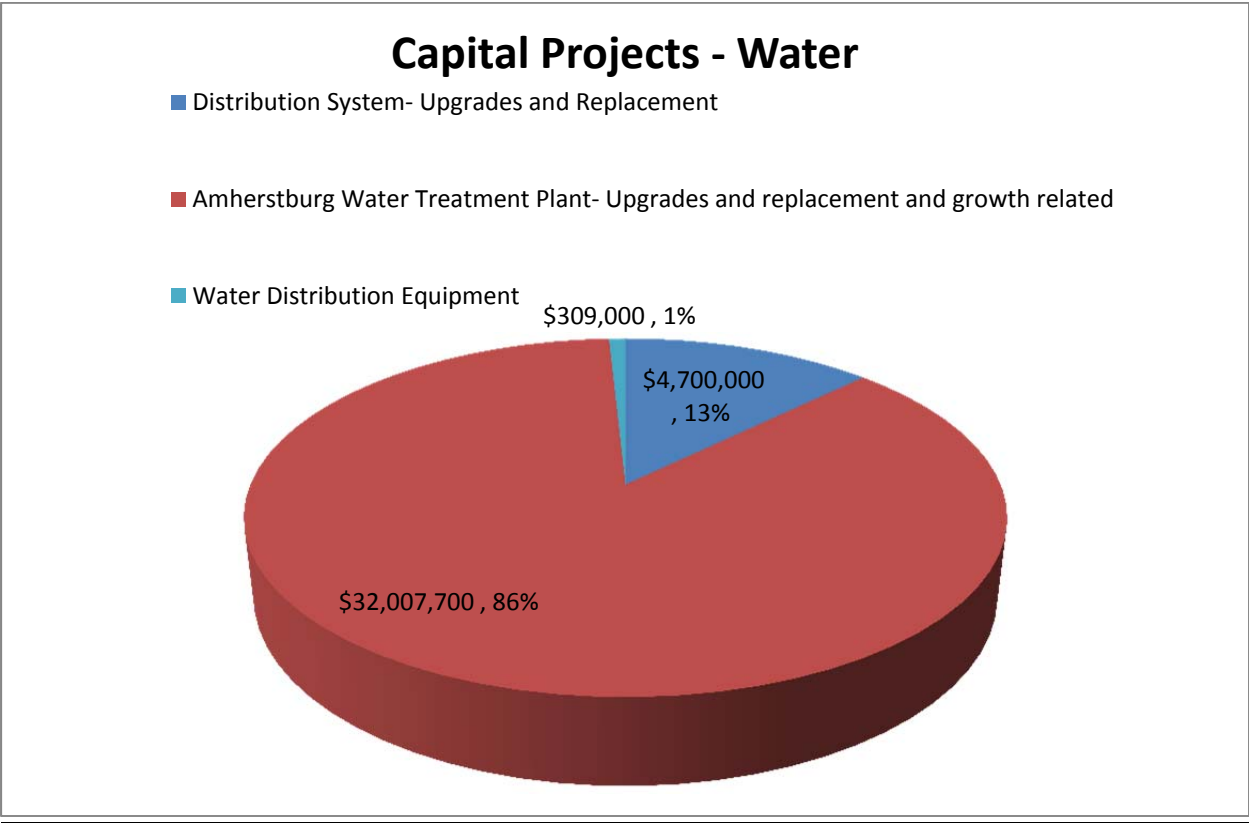


With regards to wastewater there is no new recommended debt in 2018, however upon completion of the force main and pump station which is scheduled for completion in early 2018 there is additional debt planned of 1/3 of the cost of the force main and pump station of \$2,555,850.

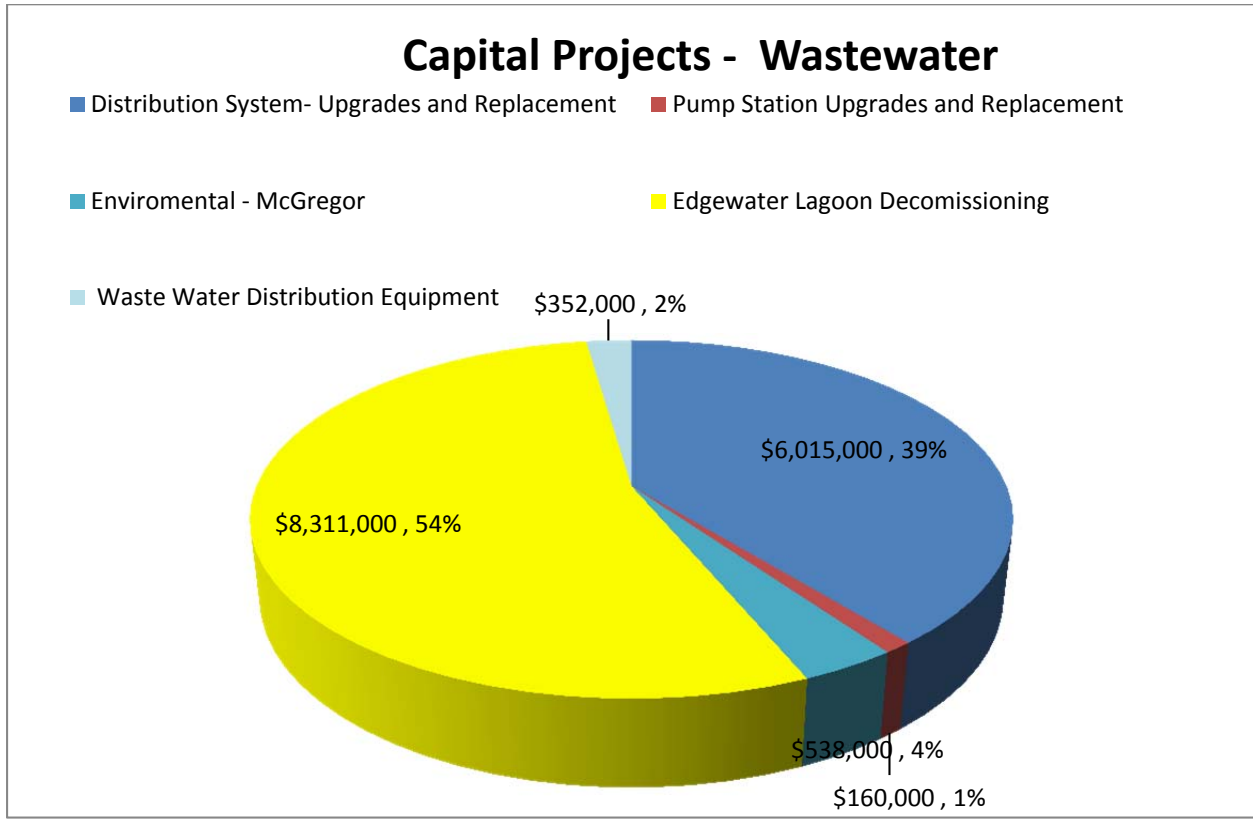


**TOTAL 5-10 YEAR CAPITAL BREAKDOWN:**

The following graph is an outlook for the project being recommended for the water budget for the period from 2018-2027, the projects total \$37,016,700.

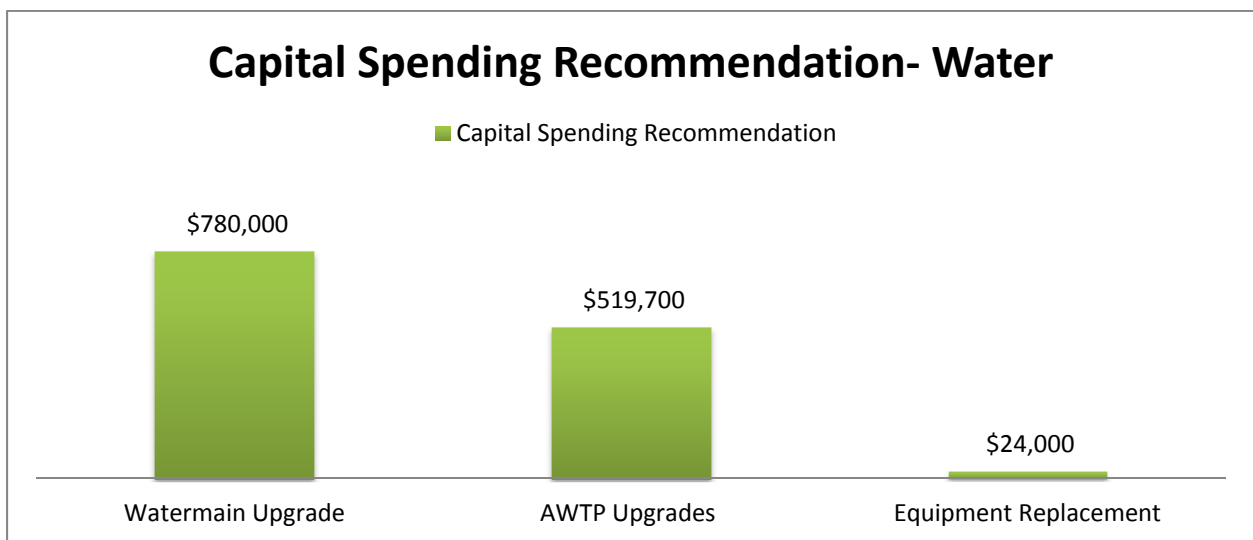


The following graph is an outlook for the project being recommended for the wastewater budget for the period from 2018-2027, the projects total \$15,376,000.

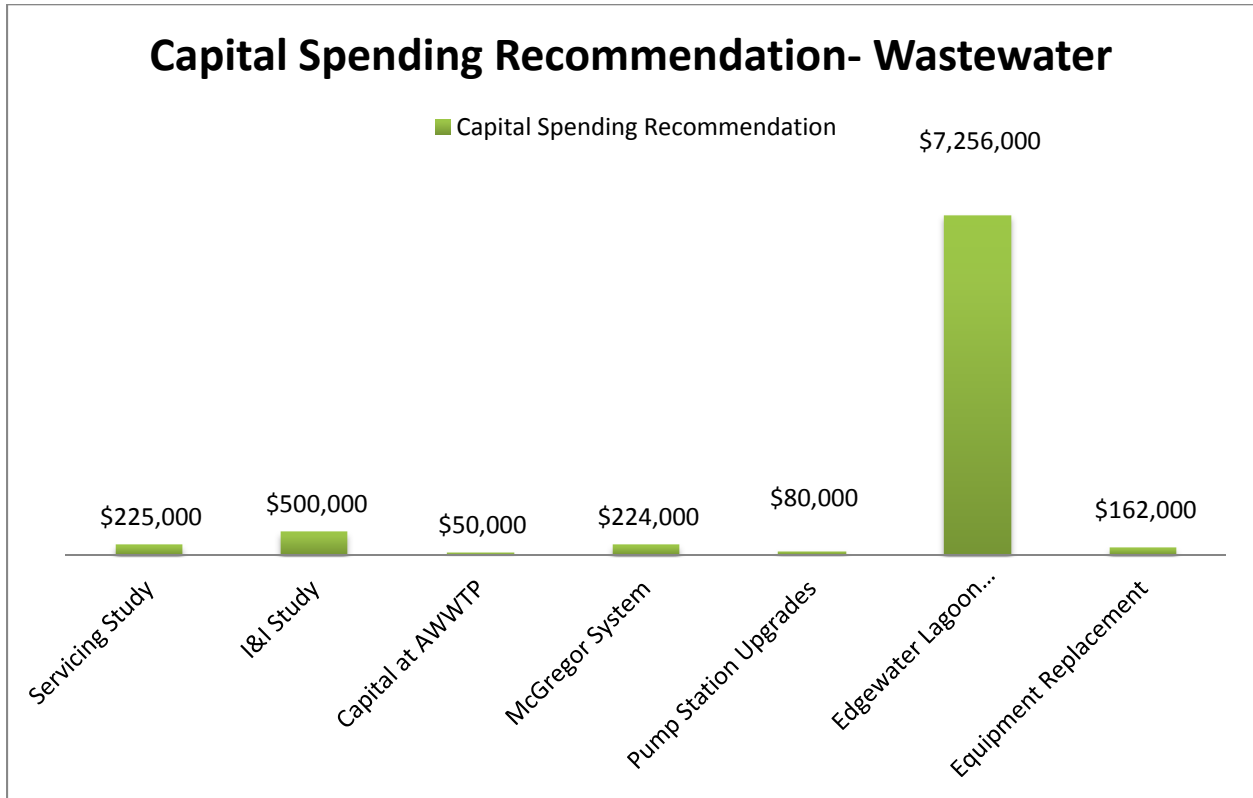


**TOTAL PROJECT BREAKDOWN:**

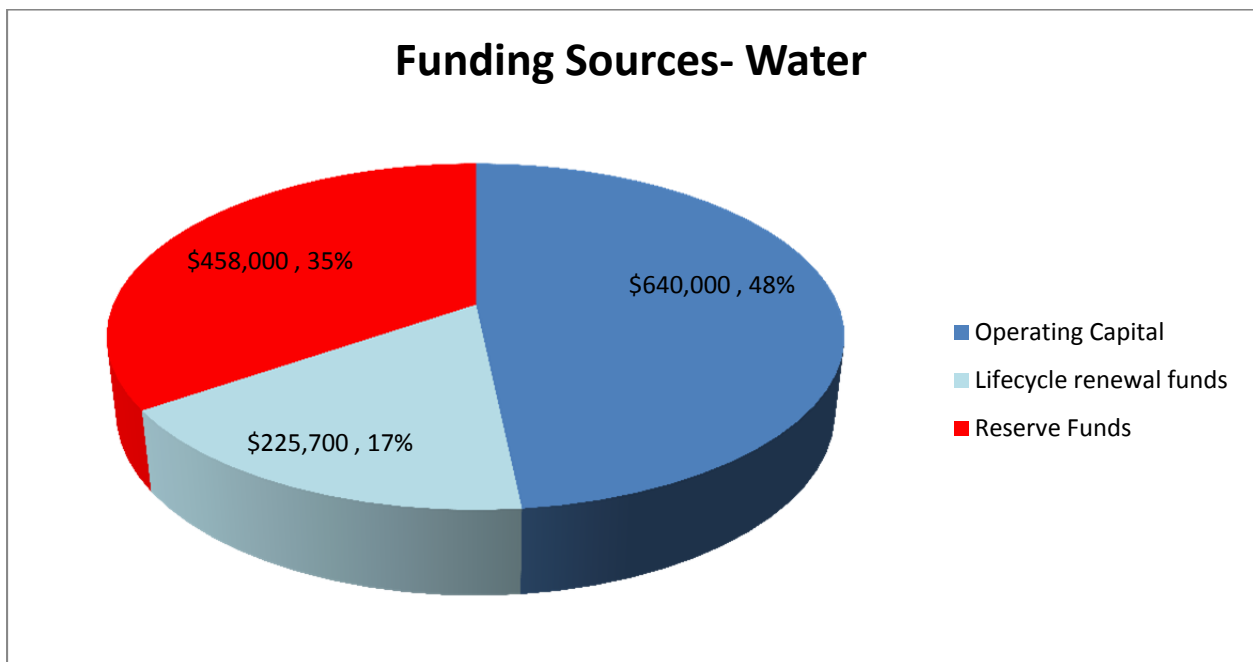
The 2018 water budget is proposing to undertake capital works in the amount of \$1,323,700 the breakdown of infrastructure investment is as follows:



The 2018 wastewater budget is proposing to undertake capital works in the amount of \$8,497,000 the breakdown of infrastructure investment is as follows:

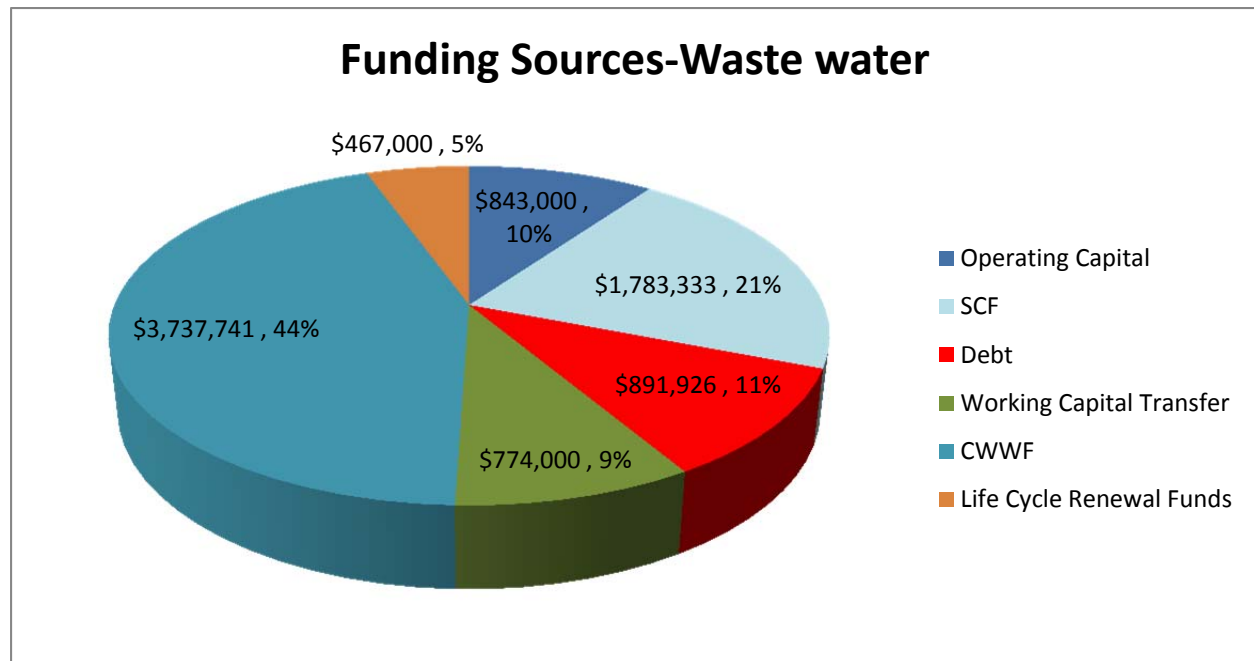


Total recommended water capital funding sources for 2018 are as follows:





Total recommended Wastewater capital funding sources for 2018 are as follows:



**2018 CAPITAL BUDGETS CONCLUSION:**

The 2018 capital budget continues to move forward with an ideology of debt reduction and “pay as you go”. However it is important to note that at the present time the municipality is not in a position to fully self-fund capital works and therefore must use long term debt strategically.

**THE CAPITAL BUDGET FULL SCOPE OF WORK**

The following 5 pages outline the water and wastewater infrastructure projects that the Town of Amherstburg is contemplating over the next five to ten years. The total scope of work is over \$48.3 Million from the combined water and wastewater budgets. These 5 pages are a project by project detail of the capital requests Council will consider now and in the future.

It is very important for Council to consider that the infrastructure requests will continue to increase over time while the funding envelope for capital works will be limited. Therefore Council will need to manage capital works decisions in a manner that will maximize community benefit and extend the useful life of municipal assets. Approving projects that will extend the useful life of municipal assets should be considered paramount for Council going forward which strategically will reduce the number of unexpected expenditures.

WATER DEPARTMENT - 2017 CAPITAL BUDGET											
Initiative	Total Capital Requirements	Grant	Net	Reasoning	Funding Source	2018	2019	2020	2021	2022	2023-2027
<b>Distribution System - Upgrades &amp; Replacements</b>											
Pickering Street Watermain Upgrade from King to Fryer. Replacement of existing 12" ductile iron to class 150 PVC Pipe.	\$ 750,000.00		\$ 750,000.00	Required due to lifecycle renewal. Elimination of ductile iron pipe. Engineering in 2016. Construction in 2018.	Operating Capital and Reserves \$110,000	750,000.00					
Walnut Street Watermain Replacement from Hawthorn to McCurdy. Upgrade 150mm ductile pipe watermain to class 150. 175m	\$ 180,000.00		\$ 180,000.00	Required due to lifecycle renewal. Elimination of ductile iron pipe. Engineering in 2018. Construction in 2019. Will be coordinated with asphalt replacement	LifeCycle Renewal Funds	30,000.00	150,000.00				
Pacific Avenue Watermain Replacement from Simcoe to Richmond. Upgrade 200mm ductile pipe watermain to class 150. 600m	\$ 270,000.00		\$ 270,000.00	Required due to lifecycle renewal. Elimination of ductile iron pipe. Engineering in 2019. Construction in 2020. Will be coordinated with asphalt replacement			45,000.00	225,000.00			
Future Watermain Replacements 2021-2027. Allow \$500,000 per year for replacement of old watermain materials and upgrades.	\$ 3,500,000.00		\$ 3,500,000.00	Funds would provide for future lifecycle renewals and upgrades.					500,000.00	500,000.00	2,500,000.00
<b>TOTALS</b>	<b>\$ 4,700,000.00</b>		<b>\$ 4,700,000.00</b>			<b>780,000.00</b>	<b>195,000.00</b>	<b>225,000.00</b>	<b>500,000.00</b>	<b>500,000.00</b>	<b>2,500,000.00</b>
<b>Amherstburg Water Treatment Plant - Upgrades and Replacements</b>											
Filter #4 underdrain replacement	\$ 208,000.00		\$ 208,000.00	The plant has experienced a failure in the filter underdrain of Filter #4 that required replacement prior to peak water demand. Includes removal and full replacement of the existing filter media and underdrain.	Reserves 140,000 & 68,000 Life Cycle Spending	208,000.00					
LifeCycle Replacement Program Work	\$ 171,700.00		\$ 171,700.00	OWCA Life Cycle Projects	Life Cycle Funds from 2017 & 2018	103,700.00					
Rebuild Filter #1 base and blocks	\$ 208,000.00		\$ 208,000.00	This work is required to avoid the failure that was experienced with filter underdrain of Filter #4. Includes removal and full replacement of the existing filter media and underdrain.	Reserves	208,000.00					
Supervisory Control and Data Acquisition (SCADA) Upgrade. New computer system to operate the plant. \$100,000 for engineering in 2019 and \$900,000 for implementation in 2020	\$ 3,000,000.00		\$ 3,000,000.00	Plant is currently not automated. Controls are all manual. Will fully automate plant. SCADA provides improved reporting procedures because of the data that can be acquired more efficiently. (20% growth related). This is to be done before the plant upgrade.			100,000.00	2,900,000.00			
Construction of a new clarifier at the water treatment plant to provide 100% redundancy of the existing clarifier. \$262,000 for engineering in 2019 and \$2,358,000 for construction in 2020	\$ 2,800,000.00		\$ 2,800,000.00	Rundancy is not in place now. Recommended by the Ministry of the Environment and Climate Change			300,000.00	2,500,000.00			
Reservoir Replacement Phase 1. Installtion of new 14,800 cubic metre reservoir.	\$ 8,000,000.00		\$ 8,000,000.00	Currently no redundant system for reservoir. This redundancy would also be in preparation for Phase 2 capacity increase during plant upgrades					200,000.00	7,800,000.00	
Process Waste Treatment Facility Construction. Collection, thickening, and dewatering for plant rated flow of 22,400 cubic metres per day. (20% growth related)	\$ 1,200,000.00		\$ 1,200,000.00	Backwash and filter waste currently not treated. This will provide treatment prior to discharge.				1,200,000.00			
<b>TOTALS</b>	<b>\$ 15,587,700.00</b>	<b>\$ -</b>	<b>\$ 15,587,700.00</b>			<b>519,700.00</b>	<b>400,000.00</b>	<b>6,600,000.00</b>	<b>200,000.00</b>	<b>7,800,000.00</b>	<b>-</b>

WATER DEPARTMENT - 2017 CAPITAL BUDGET											
Initiative	Total Capital Requirements	Grant	Net	Reasoning	Funding Source	2018	2019	2020	2021	2022	2023-2027
<b>Amherstburg Water Treatment Plant - Upgrades and Replacements - Growth Related</b>											
Construction of a new clarifier at the water treatment plant to provide 100% redundancy at the upgraded capacity of 22,400 cubic metres per day.	\$ 2,800,000.00		\$ 2,800,000.00	Rundancy of upgraded capacity is not in place now. Recommended by the Ministry of the Environment.							2,800,000.00
New Filter Construction at Water Treatment Plant. Upgrade require to increase capacity for water treatment plant from 18,124 cubic metres to 22,400 cubic metres per day.	\$ 7,400,000.00		\$ 7,400,000.00	18,124 cubic metres per day would not sustain continued growth and would require an additional 4,276 cubic metres per day.							7,400,000.00
Reservoir Replacement at Water Treatment Plant -Phase 2 - Provision of Additional Water Storage in Ground Reservoir. To be completed after Reservoir Replacement Phase 1. Will provide approximately 7,400 cubic metres for plant rated flow of 22,400 cubic metres per day.	\$ 4,000,000.00		\$ 4,000,000.00	Insufficient storage capacity. Additional storage required to accommodate upgraded plant.							4,000,000.00
New Construction of Second Screen at Water Treatment Plant to augment capacity upgrade. Upgrade require to increase capacity for water treatment plant from 18,124 cubic metres to 22,400 cubic metres per day.	\$ 1,450,000.00		\$ 1,450,000.00	18,124 cubic metres per day would not sustain continued growth and would require an additional 4,276 cubic metres per day. This is a preliminary estimate of cost							1,450,000.00
New Construction of Additional Low Lift Pump at Water Treatment Plant to augment capacity upgrade. Upgrade require to increase capacity for water treatment plant from 18,124 cubic metres to 22,400 cubic metres per day.	\$ 220,000.00		\$ 220,000.00	18,124 cubic metres per day would not sustain continued growth and would require an additional 4,276 cubic metres per day. This is a preliminary estimate of cost							220,000.00
New Construction of Chemical Storage Room at Water Treatment Plant to augment capacity upgrade. Upgrade require to increase capacity for water treatment plant from 18,124 cubic metres to 22,400 cubic metres per day.	\$ 200,000.00		\$ 200,000.00	18,124 cubic metres per day would not sustain continued growth and would require an additional 4,276 cubic metres per day. This is a preliminary estimate of cost							200,000.00
Purchase and installation of additional diesel generator for Water Treatment Plant to augment capacity upgrade. Upgrade require to increase capacity for water treatment plant from 18,124 cubic metres to 22,400 cubic metres per day.	\$ 200,000.00		\$ 200,000.00	18,124 cubic metres per day would not sustain continued growth and would require an additional 4,276 cubic metres per day. This is a preliminary estimate of cost							200,000.00
New Construction of Chemical Feed Processes at Water Treatment Plant to augment capacity upgrade. Upgrade require to increase capacity for water treatment plant from 18,124 cubic metres to 22,400 cubic metres per day.	\$ 150,000.00		\$ 150,000.00	18,124 cubic metres per day would not sustain continued growth and would require an additional 4,276 cubic metres per day. This is a preliminary estimate of cost							150,000.00
<b>TOTALS</b>	<b>\$ 16,420,000.00</b>		<b>\$ 16,420,000.00</b>			-	-				<b>16,420,000.00</b>

WATER DEPARTMENT - 2017 CAPITAL BUDGET											
Initiative	Total Capital Requirements	Grant	Net	Reasoning	Funding Source	2018	2019	2020	2021	2022	2023-2027
<b>Water Distribution - Equipment</b>											
Vehicle Replacement - Unit M3. Superintendent 2010 pick up - Budget \$40,000 - 60% Water 40% Sewer	\$ 24,000.00		\$ 24,000.00	Required due to lifecycle renewal.	LifeCycle Renewal Funds	24,000.00					
Vehicle Replacement - WM-03. 2007 1/2 ton van. Replace with 3/4 ton van - Budget \$45,000 - 60% Water 40% Sewer	\$ 27,000.00		\$ 27,000.00	Required due to lifecycle renewal.			27,000.00				
Vehicle Replacement - Unit WM-07. 2007 Ford Ranger 4x4 - Budget \$35,000 - 60% Water 40% Sewer	\$ 21,000.00		\$ 21,000.00	Required due to lifecycle renewal.				21,000.00			
	\$ 27,000.00		\$ 27,000.00	Required due to lifecycle replacement.					27,000.00		
Allowance for equipment purchases 2023 to 2027. Budget \$350,000 - 60% Water 40% Sewer	\$ 210,000.00		\$ 210,000.00	Included in water rate review for future cost planning						30,000.00	180,000.00
<b>TOTALS</b>	\$ 309,000.00		\$ 309,000.00			24,000.00	27,000.00	21,000.00	27,000.00	30,000.00	180,000.00
<b>TOTAL 2017 WATER CAPITAL BUDGET</b>	\$ 37,016,700.00	\$ -	\$ 37,016,700.00			1,323,700.00	622,000.00	6,846,000.00	727,000.00	8,330,000.00	19,100,000.00

Funding Sources:

Life Cycle Renewal Funds	225,700.00
Operating Transfer	640,000.00
Reserve Funds	458,000.00
	<u>1,323,700.00</u>

## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WATER-2018-1		
<b>Status:</b>	RECOMMENDED		
<b>Community Based Strategic Plan Pillar:</b>			
<b>Department:</b>	Engineering and Public Works		
<b>Division:</b>	Engineering and Public Works		
<b>Estimated Cost:</b>	\$750,000		

**Description of Item:**

Installation of new 300mm watermain on Pickering Street from King Street to Fryer.

**Justification:**

Lifecycle Replacement

**Risk Analysis:**

Postponing replacement could lead to additional watermain breaks.

**Financial Impact:**

Water Capital	\$	750,000
<b>Total Impact:</b>	<b>\$</b>	<b>750,000</b>

## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WATER-2018-2		
<b>Status:</b>	RECOMMENDED		
<b>Community Based Strategic Plan Pillar:</b>			
<b>Department:</b>	Engineering and Public Works		
<b>Division:</b>	Engineering and Public Works		
<b>Estimated Cost:</b>	\$75,000		

**Description of Item:**

Update of the Town's Water Masterplan

**Justification:**

Last update was completed in 2008. Updating the masterplan will establish capital needs and priorities.

**Risk Analysis:**

This is a necessary tool for watermain replacment planning

**Financial Impact:**

Water Capital	\$	75,000
<b>Total Impact:</b>	<b>\$</b>	<b>75,000</b>

## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WATER-2018-3		
<b>Status:</b>	RECOMMENDED		
<b>Community Based Strategic Plan Pillar:</b>			
<b>Department:</b>	Engineering and Public Works		
<b>Division:</b>	Engineering and Public Works		
<b>Estimated Cost:</b>	\$30,000		

**Description of Item:**

Pre- engineering for Walnut Street watermain replacement . Replacement would be scheduled for 2019

**Justification:**

Walnut Street is the next watermain identified for replacment. This will be coordinated with asphalt replacement.

**Risk Analysis:**

Postponing replacement could lead to additional watermain breaks.

**Financial Impact:**

Water Capital	\$	30,000
<b>Total Impact:</b>	<b>\$</b>	<b>30,000</b>

## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WATER-2108-4		
<b>Status:</b>	RECOMMENDED		
<b>Community Based Strategic Plan Pillar:</b>			
<b>Department:</b>	Engineering and Public Works		
<b>Division:</b>	Engineering and Public Works		
<b>Estimated Cost:</b>	\$140,000		

**Description of Item:**

Replacement of filter #4 underdrain at the amherstburg water treatment plant

**Justification:**

The underdrain has collapsed and the filter is inactive. Replacement is required by the summer for peak water season.

**Risk Analysis:**

Postponing replacement could lead to the inability of the Town to meet water demands.

**Financial Impact:**

Water Capital	\$	140,000
<b>Total Impact:</b>	<b>\$</b>	<b>140,000</b>



## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WATER-2018-5		
<b>Status:</b>	RECOMMENDED		
<b>Community Based Strategic Plan Pillar:</b>			
<b>Department:</b>	Engineering and Public Works		
<b>Division:</b>	Engineering and Public Works		
<b>Estimated Cost:</b>	\$24,000		

**Description of Item:**

Replacement of Pick-up truck M-3

**Justification:**

Lifecycle Replacement

**Risk Analysis:**

Elevated maintenance and repairs, lower resale value.

**Financial Impact:**

Water Capital	\$	24,000
<b>Total Impact:</b>	<b>\$</b>	<b>24,000</b>

WASTEWATER DEPARTMENT - 2017 CAPITAL BUDGET											
Initiative	Total Capital Requirements	Grant & Reserve & Prior Approved Debt	Net	Reasoning	Funding Source	2018	2019	2020	2021	2022	2023-2027
<b>Sewage Collection System - Upgrades &amp; Replacements</b>											
Inflow and Infiltration study - Engineering	\$ 1,240,000		\$ 1,240,000	Engineering component of the project. Can include additional sewer investigation. Address the sewer inflow and infiltration the plagues the AWWTP catchment area. This will reduce comined storm / sanitary bypass.	WC Reserve Transfer and Postpone new funding for 2018 until the Town receives the 20 year capital plan from Civica	500,000.00	260,000.00	60,000.00	60,000.00	60,000.00	300,000.00
Inflow and Infiltration - Program Sanitary sewer renewal and repair	\$ 4,500,000		\$ 4,500,000	Sanitary sewer renewal and repairs to address the sewer inflow and infiltration the plagues the AWWTP catchment area. This will reduce comined storm / sanitary byass.	Postpone funding for 2018 until the Town receives the 20 year capital plan from Civica		500,000.00	500,000.00	500,000.00	500,000.00	2,500,000.00
Construct walkway over scum tanks	\$ 30,000	\$ -	\$ 30,000		Working Capital Reserve Transfer	30,000.00					
Epoxy coating of weirs	\$ 20,000	\$ -	\$ 20,000		Working Capital Reserve Transfer	20,000.00					
Servicing Study Southeast Quadrant EA	\$ 225,000		\$ 225,000	To complete the review of the servicing of the new building lots	Pre-Committed- Life Cycle Funding	225,000.00					
<b>TOTALS</b>	<b>\$ 6,015,000</b>	<b>\$ -</b>	<b>\$ 6,015,000</b>			<b>775,000.00</b>	<b>760,000.00</b>	<b>560,000.00</b>	<b>560,000.00</b>	<b>560,000.00</b>	<b>2,800,000.00</b>

<b>Sewage Collection System - Pump Stations</b>											
Generator replacement for Edgewater PS#10 (site 29)	\$ 80,000		\$ 80,000	Lifecycle replacement as recommended in the 2016 facility condition assessment	LifeCycle Renewal Funds	80,000.00					
Generator replacement for McGregor PS#1 (Site 9)	\$ 80,000		\$ 80,000	Lifecycle replacement as recommended in the 2016 facility condition assessment			80,000.00				
<b>TOTALS</b>	<b>\$ 160,000</b>		<b>\$ 160,000</b>			<b>80,000.00</b>	<b>80,000.00</b>				<b>-</b>

<b>Environmental - McGregor Wastewater Lagoon System</b>											
McGregor Lagoon Cleaning of Cell 1, 2 and 3. Cell #1 completed.	\$ 124,000	\$ -	\$ 124,000	To complete prior years work in progress	Working Capital Reserve Transfer	124,000.00					
MCG WW Lagoon System - Inflow & Infiltration Program	\$ 354,000	\$ -	\$ 354,000	To complete prior years work in progress	Working Capital Reserve Transfer	100,000.00	254,000.00				
Install Fencing along County Road 11 (Walker Road)	\$ 60,000		\$ 60,000	Provide security for the Lagoon facility. Current fencing is inadequate.			60,000.00				
<b>TOTALS</b>	<b>\$ 538,000</b>	<b>\$ -</b>	<b>\$ 538,000</b>			<b>\$ 224,000.00</b>	<b>\$ 314,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

WASTEWATER DEPARTMENT - 2017 CAPITAL BUDGET											
Initiative	Total Capital Requirements	Grant & Reserve & Prior Approved Debt	Net	Reasoning	Funding Source	2018	2019	2020	2021	2022	2023-2027
<b>Environmental - Edgewater Lagoon System</b>											
Edgewater Forcemain Connection	\$ 7,256,000	\$ 6,413,000	\$ 843,000	Additional funding is required to complete the forcemain and pump station that will connect the Edgewater Lagoons to the AWWTP. These funds are required due to design changes that were required after the initial budget was created.	from Operating Capital Funds	843,000.00					
Edgewater Lagoon Decommissioning	\$ 1,055,000	\$ 875,650	\$ 179,350	To physically decommission lagoons and connect Edgewater sewage area to new treatment plant, providing secondary treatment.	179,350 Set aside in Wastewater working capital reserve in 2017		179,350.00				
<b>TOTALS</b>	<b>\$ 8,311,000</b>	<b>\$ 7,288,650</b>	<b>\$ 1,022,350</b>			<b>843,000.00</b>	<b>179,350.00</b>				<b>-</b>
<b>TOTALS</b>	<b>\$ -</b>					<b>-</b>	<b>-</b>				<b>-</b>
<b>Wastewater - Equipment</b>											
Vehicle Replacement - Unit M3. Superintendent 2010 pick up - Budget \$40,000 - 60% Water 40% Sewer	\$ 16,000		\$ 16,000	Required due to lifecycle replacement.	LifeCycle Renewal Funds	16,000.00					
LifeCycle Replacement Program Work	\$ 146,000		\$ 146,000	OCWA Projects for LifeCycle	LifeCycle Renewal Funds	146,000.00					
Vehicle Replacement - WM-05. 2007 1/2 ton van. Replace with 3/4 ton van - Budget \$45,000 - 60% Water 40% Sewer	\$ 18,000		\$ 18,000	Required due to lifecycle renewal. Transmission in current unit is failing			18,000.00				
Vehicle Replacement - Unit WM-07. 2007 Ford Ranger 4x4 - Budget \$35,000 - 60% Water 40% Sewer	\$ 14,000		\$ 14,000	Required due to lifecycle renewal.				14,000.00			
Vehicle Replacement - Unit SW-1: Sewer Truck - Replace with 3/4 ton van - Budget \$45,000 - 60% Water 40% Sewer	\$ 18,000		\$ 18,000	Required due to lifecycle replacement.					18,000.00		
Allowance for equipment purchases 2022 to 2027. Budget \$350,000 - 60% Water 40% Sewer	\$ 140,000		\$ 140,000	Required due to lifecycle replacement.						20,000.00	120,000.00
<b>TOTALS</b>	<b>\$ 352,000</b>	<b>\$ -</b>	<b>\$ 352,000</b>			<b>162,000.00</b>	<b>18,000.00</b>	<b>14,000.00</b>	<b>18,000.00</b>	<b>20,000.00</b>	<b>120,000.00</b>
<b>TOTAL 2017 WASTEWATER CAPITAL BUDGET</b>	<b>\$ 15,376,000</b>	<b>\$ 7,288,650</b>	<b>\$ 8,087,350</b>			<b>2,084,000.00</b>	<b>1,351,350.00</b>	<b>574,000.00</b>	<b>578,000.00</b>	<b>580,000.00</b>	<b>2,920,000.00</b>

Funding Sources:	
Working Capital Transfer Years	774,000.00
Operating capital contributions	843,000.00
Life Cycle Renewal Funds	467,000.00
	<u>2,084,000.00</u>

## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WASTE WATER 2018-1		
<b>Status:</b>	RECOMMENDED		
<b>Community Based Strategic Plan Pillar:</b>			
<b>Department:</b>	Engineering and Public Works		
<b>Division:</b>	Engineering and Public Works		
<b>Estimated Cost:</b>	\$225,000		

**Description of Item:**

To complete the review of the servicing of new building lots in the southesat Quadrant EA

**Justification:**

To facilitate development of the area as outlined in the report.

**Risk Analysis:**

Not awarding the Class EA to Stantec would delay the project by a significant amount of time. Timing to move forward with this project is critical due to the current housing market and developer demand. The Town is working on a number of initiatives to make Amherstburg a residential destination of choice in the region and having available building lots is a key component for this.

**Financial Impact:**

WW Capital	\$	225,000
<b>Total Impact:</b>	<b>\$</b>	<b>225,000</b>



## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Todd Hewitt	Report Date: December 20, 2017
Author's Phone: 519 736-3664 ext. 2313	Date to Council: January 22, 2018
Author's E-mail: <a href="mailto:thewitt@amherstburg.ca">thewitt@amherstburg.ca</a>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Engineering Services - Southeast Quadrant Servicing Class  
Environmental Assessment

---

#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Manager of Engineering dated December 20, 2017, regarding the Engineering Services - Southeast Quadrant Servicing Class Environmental Assessment **BE RECEIVED**;
2. An agreement with Stantec Consulting Ltd. to provide Engineering Services to complete the Southeast Quadrant Servicing Class Environmental Assessment **BE AUTHORIZED** in the amount of \$225,000 (excluding H.S.T.);
3. The Director of Corporate Services **BE DIRECTED** to **PRE-COMMIT \$225,000** in the 2018 Wastewater budget; and,
4. **By-law 2018-04** being a by-law to enter into an agreement with Stantec Consulting Ltd. to provide engineering services required to complete the Southeast Quadrant Servicing Class Environmental Assessment be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

#### 2. BACKGROUND:

As part of the Town's initiative to provide the required infrastructure to allow for development of the Southeast Quadrant (generally the lands surrounding the Fryer

Street / Lowes Sideroad intersection) the Town must complete a Class Environmental Assessment (EA).

### **3. DISCUSSION:**

The Town currently has a very limited number of buildable lots within the settlement area identified by the province. The Southeast Quadrant lands offer one of the larger areas that can be developed for residential use. This area has a number of different land owners and due to this fact the Town is working to provide a servicing strategy that will provide the necessary infrastructure for all of the developable lands in this area.

In February 2017, the Town entered into an agreement with Stantec Consulting to complete a preliminary sanitary and water servicing study for the southeast quadrant lands. This agreement was authorized by the CAO based on procurement policy FINAN-PR-POL-01.

This study generally included reviewing existing Town infrastructure along with the proposed developments in the area to determine a number of potential servicing strategies. These different strategies were then reviewed and a preferred solution was selected. Preliminary design was then undertaken including probable costing for the servicing. Stantec was chosen to complete this servicing study as a number of other local engineering firms were already involved representing the developers in the area. Stantec had no connection to any of the developers in the area and has an extensive background in completing projects of this nature locally.

The Town received the draft study, including proposed costing, and reviewed the results with the potential developers. We have received confirmation from 3 of the 5 developers that they want the project to proceed. Administration is working with the 4<sup>th</sup> developer to address some of their concerns while the 5<sup>th</sup> landowner has requested to be excluded from the servicing.

Although final draft plans and designs have not been completed for these developable properties Stantec used conceptual designs and typical housing densities to determine approximate number of residential units per development. With the three confirmed developers there is a potential for 1277 residential units with an additional 500 with the 4<sup>th</sup> developer.

Administration requested that Stantec provide a proposal to complete the Class EA for this project based on the number of engineers already involved in other capacities and Stantec's previous background with the project. It should be noted that the \$225,000 is the upset limit for the project and that the work will be billed on an hourly basis based on work performed.

It should be noted that Section 24 of the Town's procurement policy FINAN-PR-POL-01 allows for the CAO to grant an exemption to the procurement and purchasing procedures.

Specifically, within Section 24 of the procurement policy, there is a provision with respect to Consulting or Professional Services that allows for the CAO to waive the requirement to use a sealed bid process for Consulting or Professional Services. This project meets the criteria of item a. and partially items b. & c listed below.

24.3.8. *Consulting and Professional Services*

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

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

It is Administration's position that Stantec is best suited and equipped to complete the Class EA quickly and efficiently, moving the entire project forward as expediently as possible. The developers are anxious to move this project forward as quickly as possible to take advantage of the current housing market as well as capitalize on the positive forward movement the Town is making, positioning ourselves as the a residential destination of choice.

**4. RISK ANALYSIS:**

Not awarding the Class EA to Stantec would delay the project by a significant amount of time. Timing to move forward with this project is critical due to the current housing market and developer demand. The Town is working on a number of initiatives to make Amherstburg a residential destination of choice in the region and having available building lots is a key component for this.

**5. FINANCIAL MATTERS:**

It is proposed that the Class EA portion of the project be funded through the 2018 Wastewater capital budget. The 2019 general tax capital, water and wastewater budgets will include portions of this project as it moves from Class EA and engineering design stage to the construction phase.

The Town will be recovering a portion of the costs (including interest) for the design and construction of the infrastructure required to service this area for development. All of the sanitary sewer and watermain costs will be recoverable. There are a number of different ways the Town can recover these costs such as lump sum payment, yearly repayment or an area specific DC for example. Administration will work directly with the developers

to determine which methods of repayment best suit all parties. These repayment agreements will be brought to Council for approval. Preliminary estimates that were completed for the original servicing study place the cost of this work at \$9,011,000. These estimates carry a level of accuracy of +30% to -15%.

A portion of the roadwork (including storm sewers) would need to be funded through general tax and development charges. This work would include the full reconstruction of Fryer Street from Pickering to Lowes and the full reconstruction of Lowes Sideroad from Sandwich Street to Meloche Road. Preliminary estimates that were completed for the original servicing study place the cost of this work at \$8,062,000. This estimate is based on converting these roads to an urban cross-section including curbs and storm sewers. These projects have been outlined in the development charge study of 2014.

From a potential revenue perspective the estimated 1,777 homes would generate an estimated \$22,644,311 in development fees (using the 2018 development charge fee of \$12,743 for single family and semi-detached dwellings)

From an ongoing municipal tax perspective assuming an average home price of \$250,000 for the full build out of 1,777 homes, would generate approximately \$4,100,000 in annual municipal revenue based on the 2018 mill rate. This revenue would remain in perpetuity on a yearly basis.

**6. CONSULTATIONS:**

N/A

**7. CONCLUSION:**

Approving the Engineering Services to complete the Class EA is the next step in developing the Southeast quadrant lands.



---

Todd Hewitt  
**Manager of Engineering**

th



## Report Approval Details

Document Title:	2018 01 22 Engineering Services - Southeast Quadrant Class EA.docx
Attachments:	- Agreement - Engineering Services SE Quadrant Class EA.pdf - By-law 2018-04 Engineering Services -Southeast Quadrant Class EA.pdf - Stantec Proposal SE Quadrant Servicing Class EA.pdf
Final Approval Date:	Jan 16, 2018

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



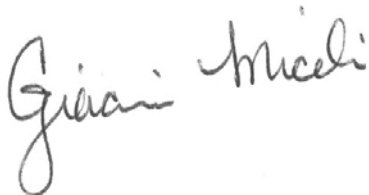
**Antonietta Giofu - Jan 12, 2018 - 2:34 PM**



**Justin Rousseau - Jan 15, 2018 - 10:36 AM**



**Mark Galvin - Jan 16, 2018 - 11:11 AM**



**John Miceli - Jan 16, 2018 - 1:35 PM**



**Paula Parker - Jan 16, 2018 - 2:05 PM**

## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WASTE WATER 2018-2		
<b>Status:</b>	RECOMMENDED		
<b>Community Based Strategic Plan Pillar:</b>			
<b>Department:</b>	Engineering and Public Works		
<b>Division:</b>	Engineering and Public Works		
<b>Estimated Cost:</b>	\$80,000		

**Description of Item:**

Generator Replacement - Edgewater PS#10

**Justification:**

Lifecycle replacement

**Risk Analysis:**

Not Replacing the gearmotor could lead to generator failure and the pump station not having back-up power. This could lead to sewer surcharge and potential flooding.

**Financial Impact:**

WW Capital	\$	80,000
<b>Total Impact:</b>	<b>\$</b>	<b>80,000</b>

## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WASTEWATER-2018-3		
<b>Status:</b>	RECOMMENDED		
<b>Community Based Strategic Plan Pillar:</b>			
<b>Department:</b>	Engineering and Public Works		
<b>Division:</b>	Engineering and Public Works		
<b>Estimated Cost:</b>	\$4,581,000		

**Description of Item:**

Upgrades to Pump Station 22 including installation of new pump station and the conversion of the existing pump station to a wet weather pumping station. Installation of sanitary forcemain along County Road 20 from edgewater lagoon site to Alma Street. Installation of new pumps and forcemain from Pump station 28 (Kingsbridge) to new forcemain.

**Justification:**

This work is the next step in the edgewater diversion project that will end with the decommissioning of the Edgewater Lagoons. This project received funding through the Small Communities Fund and is required to address a long standing MOECC order regarding early discharge of the lagoons. The Amherstburg Wastewater Treatment Plant was expanded to receive this sewage as outlined in the 2007 AWWTP Environmental Study Report.

**Risk Analysis:**

Not completing the work now would result in forfeiting the SCF funding. It is possible that the MOECC could force the Town to complete the work at a later date regardless to address the outstanding order. It would also result in a total halt to development in this area due to a lack of capacity.

**Financial Impact:**

WW Capital	\$	4,581,000
<b>Total Impact:</b>	<b>\$</b>	<b>4,581,000</b>



## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Antonietta Giofu	Report Date: April 3, 2018
Author's Phone: 519 736-3664 ext. 2320	Date to Council: May 14, 2018
Author's E-mail: agiofu@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: Edgewater Sewage Diversion Project – Forcemain Construction and Pump Station Upgrades and CWWF and BCF-SCF Funding Agreements

---

#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Director of Engineering and Public Works dated April 3, 2018, regarding the Edgewater Sewage Diversion Project – Forcemain Construction and Pump Station Upgrades **BE RECEIVED**;
2. The March 1, 2018 request to Infrastructure Ontario to amend the CWWF grant Agreement (amh-Tn 37025-AMH-001) to replace the Amherstburg Water Treatment Plant Reservoir Upgrade and Redundancy Project with the Edgewater Sewage Diversion Project – Forcemain Construction and Pump Station Upgrades **BE AFFIRMED**; and,
3. The Edgewater Sewage Diversion Project – Forcemain Construction and Pump Station Upgrades project **BE CONSIDERED** for approval in the 2018 Wastewater Budget.

#### 2. BACKGROUND:

The Town of Amherstburg completed a Wastewater Treatment Study in 2007 to identify and evaluate options for meeting the Town's sewage servicing needs to the year 2030. The 2007 study followed the Schedule C Municipal Class Environmental Assessment (MCEA) process, which included a detailed review of existing conditions, future requirements, alternative solutions for meeting sewage servicing needs, and alternative

design concepts for the preferred solutions. The 2007 study recommended a wastewater strategy consisting of:

1. Expanding the Amherstburg WWTP's treatment capacity from 7,770m<sup>3</sup>/d to 11,500 m<sup>3</sup>/d to accommodate planned growth.
2. Implementing an inflow and infiltration (I/I) control program to reduce the projected 2030 flows by reducing the amount of stormwater entering the Town's sanitary sewer system.
3. Conveying wastewater from the Edgewater and Boblo Island collection areas for treatment at the upgraded and expanded Amherstburg WWTP.

Expansion of the Amherstburg WWTP was completed in 2014 and the I/I program is currently underway. To implement the third recommendation above related to the Edgewater collection area, construction of the necessary infrastructure to convey wastewater from Edgewater to the expanded Amherstburg WWTP is required. This is largely driven by planned growth in the Kingsbridge area. The wastewater infrastructure requirements for the Boblo Island collection area, per recommendation 3 above, are not considered in this report and will be the subject of a future report.

The 2007 study identified a preferred design concept ('Alternative Design Concept 2') for conveying wastewater from Edgewater to the Amherstburg WWTP.

In 2015, the Town was approved for Building Canada Fund – Small Communities Fund (BCF-SCF) for up to 2/3 funding (\$5,866,666.00) on a total estimated Edgewater Sewage Diversion project (project) cost of \$8,880,000 for the Edgewater Sewage Diversion project, up to a maximum of in funding. The project funding is 1/3 Canada, 1/3 Ontario and 1/3 municipal, with the municipal share to be funded from long term debt.

The project included:

1. Upgrades to Pump Station No. 2 – Status: completed in 2016
2. Construction of a new forcemain and upgrades to the pumping stations to connect Edgewater Lagoon System to the new Amherstburg Wastewater Treatment Plant – Status: the subject of this report
3. Decommissioning and remediation of the Edgewater lagoon site. – Status: subject to a future report

In 2016 the Town applied for the Clean Water and Wastewater Fund (CWWF) for the Amherstburg Water Treatment Plant Reservoir Upgrade and Redundancy Protection Project. The Town was approved for funding of up to \$3,737,741 to be utilized on the construction of a new reservoir at the Amherstburg Water Treatment Plant.

The projects under the BCF-SCF and CWWF funding agreements are required to be completed no later than March 31, 2019

In 2017, the Town completed an addendum to the ESR which examined new alternative design concepts for conveying wastewater from Edgewater to the Amherstburg WWTP. The new alternative was to include infrastructure required for wet weather flow management.

Wet weather flow refers to a surge in flow that can happen when stormwater enters the sanitary sewer during a rain event. This surge in flow during rain events can sometimes

lead to basement flooding in homes and sewage bypasses. In the Edgewater area, the wet weather flows can be 5 to 7 times greater than the flow during normal dry weather conditions.

Alternative Design Concept 2, as it was presented in the 2007 ESR, would create an increased risk of sewer surcharging within the urban Amherstburg system.

Through the examination it was confirmed that:

1. The 2007 preferred design concept is difficult to construct.
2. More cost-effective options to convey Edgewater's wastewater are available.
3. The Amherstburg collection system has limited capacity to handle peak wet weather flows.

The addendum identified a new preferred design concept ('Alternative Design Concept 6') that would include infrastructure required for wet weather flow management.

Administration is in the process of investigating all opportunities with respect to both current and future costs of the Amherstburg Water Treatment Plant. As such, the upgrades and expansions planned at the Amherstburg Water Treatment Plant are being deferred at this time.

Therefore, with the increased cost to the Edgewater Sewage Diversion project and the deadlines associated with the CWWF funding, Administration submitted a request on March 1, 2018 to Infrastructure Ontario to amend the funding Agreement to change the project from the Water Reservoir to the Edgewater Sewage Diversion project. Administration is awaiting confirmation of the project change request.

### **3. DISCUSSION:**

The conveyance infrastructure near the Amherstburg WWTP is not large enough to accept the wet weather flows generated by the Edgewater service area. The wet weather flow management improvements will reduce the flows being conveyed to the Amherstburg WWTP to no more than 100 L/s, which is the hydraulic load that can be accommodated by the existing infrastructure closer to the WWTP.

Under the revised strategy, pump station (PS)-25 is maintained, and modifications are focused on PS-22 instead. The base upgrades that are part of the revised strategy include:

1. A new forcemain along County Road 20 terminating at the intersection of Alma and Sandwich Streets
2. Capacity upgrade to PS-22 (to 74 L/s)
3. Addition of odour control at PS-22
4. Connection of PS-28 (Kingsbridge) to the new forcemain

In addition to these base upgrades, the new alternative design concept includes wet weather flow management upgrades. It was determined that a storage volume of 1,100 m<sup>3</sup> would be required to retain wet weather flow volumes in excess of PS-22's expanded design capacity. One of the lagoon cells will be converted to a storage tank

and the other two cells will be decommissioned. There will be temporary storage of the wet weather flows in the one lagoon cell for subsequent pumping to the Amherstburg WWTP.

The forcemain and pump station work, item 2 under the BCF-SCF funded project, are included in the 2014 Development Charges (DC) study as Wastewater Services project 2 at an estimated cost of \$2.33M with targeted completion in 2015. Preliminary cost estimates outlined in the 2017 Addendum to the ESR for these works totalled to \$4,700,000. Since that time, the consulting engineers have completed the detailed design of the project and have determined that a significant amount of additions/changes to the initial scope are required. These changes include:

1. The forcemain diameter has increased from 300mm to 450mm.
2. Initial alignment was anticipated to be on the boulevard, with lower impact on traffic and lower restoration costs. Due to the location of the existing utilities in the boulevard, the forcemain will be located in the roadway.
3. The County of Essex requires that native backfill not be used for the trench (granular A and B to be used), with a minimum 200 mm base and surface asphalt.
4. The total number of chambers has increased from 5 to 9 to provide more operational flexibility to the Town when filling and draining the pipe, and in case of failure.
5. A surge tank is required at PS-22 to prevent vacuum conditions and hammer in the forcemain when there is a power failure.
6. The existing generator needs to be replaced.
7. The existing electrical service at PS-22 is not adequate to handle new electrical loads. A new service is required.
8. The existing drywell was assessed as a Class 1 Division 2 space per the Ontario Electrical Safety Code and requires physical separation from the rest of the building in order to avoid upgrades to all existing electrical equipment.
9. Providing a new fence for the entire site at PS-22 to increase security.
10. Providing new roof for the existing building, as well as new paint, new floor coverings, and new pipe/valve painting in the dry pit.

The engineering cost estimate of this project is now \$7,256,000. The main issues affecting the cost of the project are items 2 to 6 above. Cost impacts for those items are as follows:

Item 2 and 3 – requirement to locate infrastructure in roadway - \$880,000  
Item 4 – additional chambers for operational flexibility - \$272,000  
Item 5 – surge tanks to prevent vacuum conditions and hammer - \$572,000  
Item 6 – new generator - \$276,000  
Total - \$2,000,000

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

Not moving forward with the construction of the forcemain and the diversion of wastewater from the Edgewater system to the Amherstburg Wastewater Treatment Plant would risk forfeiting the BCF-SCF grant funding.

The Town has invested significant dollars to upgrade and expand the Amherstburg Wastewater Treatment Plant and upgrade the Pump Station No. 2. The recommended works in this report are the final steps to allow the Edgewater Lagoons to be decommissioned and to utilize the capacity built into the treatment plant. By not moving forward on this project the Town could risk potential fines and additional costs from the MOECC for not addressing the issues with respect to the early discharges at the Edgewater lagoons.

On April 18, 2018, Administration received approval to amend the CWWF Contribution Agreement towards funding the Edgewater Sewage Diversion Project Step 2 and 3. This now mitigates \$3,737,741 of the total \$4,581,000 cost overage. Administration has also reached out to the SCF program manager to discuss the project change.

## 5. FINANCIAL MATTERS:

The Edgewater Sewage Diversion project approved for the BCF-SCF grant included the upgrades to Pump Station No. 2 (completed in 2016), construction of a new forcemain and upgrades to the pumping stations to connect Edgewater Lagoon System to the new Amherstburg Wastewater Treatment Plant and the decommissioning and remediation of the Edgewater lagoon site.

Project cost and funding per the BCF-SCF Contribution Agreement is as follows:

Edgewater Sewage Diversion project – BCF-SCF	Estimate
Project Cost:	
1. Upgrades to Pump Station No. 2	\$5,070,000
2. Construction of a new forcemain and upgrades to the pumping stations to connect Edgewater Lagoon System to the new Amherstburg Wastewater Treatment Plant	\$2,675,000
3. Decommissioning and remediation of the Edgewater lagoon site	<u>\$1,055,000</u>
Total Cost:	<u>\$8,800,000</u>
Project Funding:	
Grant Funding - BCF-SCF	\$5,866,667
Debt Funding previously approved	<u>\$2,933,333</u>
Total Funding:	<u>\$8,800,000</u>

The above table does not reflect the updated project cost estimates and funding requirements.

As noted above, the Town was also awarded up to \$3,737,741 in funding for construction of a new reservoir at the Amherstburg Water Treatment Plant. A request is under consideration by Infrastructure Ontario to amend the funding Agreement to instead fund items 2 and 3 of the Edgewater Sewage Diversion Project.



The following table reflects updated estimates for the Edgewater Sewage Diversion project cost and funding estimates:

Edgewater Sewage Diversion project - Updated	Original Estimate	Updated Estimate	Difference
Project Cost:			
1. Upgrades to Pump Station No. 2	\$5,070,000	\$5,070,000	0
2. Construction of a new forcemain and upgrades to the pumping stations to connect Edgewater Lagoon System to the new Amherstburg Wastewater Treatment Plant	\$2,675,000	\$7,256,00	\$4,581,000
3. Decommissioning and remediation of the Edgewater lagoon site	<u>\$1,055,000</u>	<u>\$1,055,000</u>	<u>0</u>
Total Cost:	<u>\$8,800,000</u>	<u>\$13,381.00</u>	<u>\$4,581,000</u>
Project Funding:			
Grant Funding - BCF-SCF	\$5,866,667	\$5,866,667	0
Debt Funding previously approved (\$705,546 DC Eligible Debt)	\$2,933,333	\$2,933,333	0
Grant Funding – CWWF	0	\$3,737,741	\$3,737,741
2018 Budgeted Capital From Rate	<u>0</u>	<u>\$843,259</u>	<u>\$843,259</u>
Total Funding:	<u>\$8,800,000</u>	<u>\$13,381.00</u>	<u>\$4,581,000</u>

## 6. **CONSULTATIONS:**

The Treasurer was consulted and provided financial information for this report.

## 7. **CONCLUSION:**

The Edgewater Sewage Diversion Project – Forcemain Construction and Pump Station Upgrades and CWWF and BCF-SCF Funding Agreements report is provided to update council on the project and affirm the scope change for the CWWF funding.

*AGiofu*

---

Antonietta Giofu  
Director of Engineering and Public Works

**AG**

<b>DEPARTMENTS/OTHERS CONSULTED:</b> Name: Phone #: 519                      ext.
---

<b>NOTIFICATION :</b>				
Name	Address	Email Address	Telephone	FAX

## 2018 PROPOSED CAPITAL BUDGET

**Budget Issue Type:**

Contractual       New       Increase       Decrease

<b>Item Number:</b>	CAPITAL WASTEWATER 2018-4
<b>Status:</b>	RECOMMENDED
<b>Community Based Strategic Plan Pillar:</b>	
<b>Department:</b>	Engineering and Public Works
<b>Division:</b>	Engineering and Public Works
<b>Estimated Cost:</b>	\$16,000

**Description of Item:**

Replacement of Pick-up truck M-3

**Justification:**

Lifecycle Replacement

**Risk Analysis:**

Elevated maintenance and repairs, lower resale value.

**Financial Impact:**

WW Capital	\$	16,000
<b>Total Impact:</b>	<b>\$</b>	<b>16,000</b>



## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES

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

Author's Name: Rebecca Belanger	Report Date: April 18, 2018
Author's Phone: 519 736-5408 ext. 2124	Date to Council: May 14, 2018
Author's E-mail: <a href="mailto:rbelanger@amherstburg.ca">rbelanger@amherstburg.ca</a>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: County File 37-T-18001, 1078217 Ontario Limited Kingsbridge Subdivision, Part of Lots 13 and 14, Concession 1 (Anderdon)

---

#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Manager of Planning Services dated April 18, 2018 regarding Draft Plan of Subdivision County File 37-T-18001, 1078217 Ontario Limited Kingsbridge Subdivision, Part of Lots 13 and 14, Concession 1 (Anderdon) **BE RECEIVED**; and,
2. **By-law 2018-31** being a by-law to authorize the signing of a subdivision agreement be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign the same.

#### 2. BACKGROUND:

The subdivision agreement applies to a 7.464 hectare vacant parcel of land generally located north of Brown Crescent as an extension of Lavers Crescent, Part of Lots 13 and 14, Concession 1 (Anderdon). The agreement covers Blocks 1 to 74 single detached residential units and two (2) blocks (75 & 76) for proposed greenspace Kingsbridge Subdivision.

The County of Essex granted draft plan approval April 17, 2018 subject to a number of conditions including a provision that the applicant enter into a Subdivision Agreement to satisfy all the requirements, financial and otherwise, for the provision of services and other matters.

### **3. DISCUSSION:**

#### Provincial Policy Statement (PPS)

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

#### County Official Plan (COP)

The application conforms to the policies of the COP.

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

The subject lands are designated Low Density Residential in the OP which allows for residential development. Therefore the proposal conforms to the basic land use policies of the OP. There are no Natural Heritage features within or adjacent to the subject property that would trigger the requirement for an Environmental Impact Assessment. The developer has obtained an Endangered Species Act authorization from the Ministry of Natural Resources and Forestry to allow for the construction of the subdivision.

#### Zoning By-law

At the April 9<sup>th</sup>, 2018 Council approved the rezoning of the subject lands from Agricultural (A) Zone to Residential First Density (R1) Zone. The subject development conforms to Zoning By-law 1999-52, as amended. The current zoning permits the construction of single detached dwellings.

#### Plan of Subdivision

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

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

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

- Provision of performance and maintenance securities to guarantee the developer's obligations under the Subdivision Agreement;
- Provision of a security to ensure the planting of trees by the developer to enhance the streetscape;
- Provision of public liability and property insurance during the period of construction;

- Installation of all stormwater management measures to the satisfaction the Town and the Essex Region Conservation Authority;
- Compliance with the Town's current Development Manual for the construction of roads, sewers, watermains, stormwater, sidewalks, lighting, fencing and other services in the subdivision;
- Requirement for the conveyance of easements as may be necessary for drainage and utilities;
- Developers responsibilities regarding damages;
- Provision for grass and weed maintenance until the transfer of the lots;

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

#### 4. RISK ANALYSIS:

Approval of the Subdivision Agreement for Phase 8A will form one component of the completion of requirements for final approval of the subdivision approval process under the *Planning Act*.

#### 5. FINANCIAL MATTERS:

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

The revenue associated with this future development will include 74 lots x \$12,743 in development charges at a total of \$942,982. Future property taxes are estimated at a total of \$304,140 (based on \$4,110 per property assessed at \$250,000 x 74 properties) annually for this phase in the development. The Town's portion of the total taxes would equate to approximately \$183,150 annually.

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

#### 6. CONSULTATIONS:

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

**plans for the subject development and request inclusion of the following conditions in the Subdivision Agreement:**

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

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

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

The Engineering and Public Works Department provided review and participation in the preparation of the Subdivision Agreement.

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

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

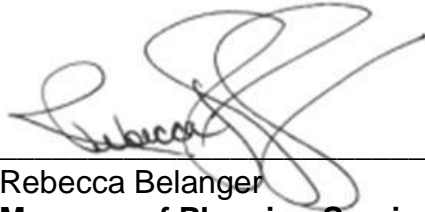
*This space left blank intentionally.*

## 7. CONCLUSION:

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

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

Administration is recommending approval of the Subdivision Agreement.



Rebecca Belanger  
**Manager of Planning Services**

jm

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

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

**Phone#: 519 776-6441 ext. 1329**

**Name: Office of Engineering and Public Works**

**Phone #: 519 736-3664 ext. 313**

**Name: Building Services**

**Phone #: 519 736-5408 ext. 4136**

**Name: Fire Services**

**Phone #: 519 736-6500**

**Name: Union Gas**

**Email: [ONTUGLandsINQ@uniongas.com](mailto:ONTUGLandsINQ@uniongas.com)**

**Name: Ontario Power Generation**

**Email: [Executivevp.lawanddevelopment@opg.com](mailto:Executivevp.lawanddevelopment@opg.com)**

**Name: Essex Region Conservation Authority**

**Phone #: 519 776-5209**

**Name: Windsor Essex Catholic District School Board**

**Phone #: 519 253-2481**

**Name: Canada Post**

**Phone #: 519 494-1596**



## Report Approval Details

Document Title:	County File 37-T-18001, 1078217 Ontario Limited, Kingsbridge Subdivision Part of Lots 13 and 14, Concession 1 (Anderdon).docx
Attachments:	- Report to Council- May 14- Kingsbridge Phase 8A Sub Agmt- ATTACHMENTS.pdf
Final Approval Date:	May 10, 2018

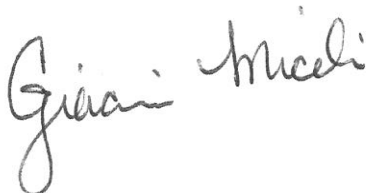
This report and all of its attachments were approved and signed as outlined below:



**Mark Galvin - May 8, 2018 - 4:16 PM**



**Cheryl Horrobin - May 9, 2018 - 3:52 PM**



**John Miceli - May 9, 2018 - 4:53 PM**



**Paula Parker - May 10, 2018 - 5:52 PM**

**CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2018-31**

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

---

**WHEREAS** 1078217 Ontario Limited has proposed the subdivision and servicing of lands owned by it within Part of Lots 13 and 14, Concession 1, (formerly Township of Anderdon) Town of Amherstburg;

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

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

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

Read a first, second and third time and finally passed this 14<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
MAYOR – ALDO DICARLO

\_\_\_\_\_  
CLERK – PAULA PARKER

**1078217 ONTARIO LIMITED**  
**SUBDIVISION AGREEMENT**  
**(KINGSBRIDGE SUBDIVISION PHASE 8A)**

**KINGSBRIDGE SUBDIVISION AGREEMENT – PHASE 8A  
(1078217 ONTARIO LIMITED)**

**Contents**

1. Recitals .....	3
2. Interpretation .....	3
3. Installation of Services .....	3
4. Certificate of Liability Insurance.....	4
5. Save and Hold Harmless.....	4
6. Drawings and Tenders .....	4
7. Construction of Services by Contractors .....	4
8. Inspection.....	4
9. Approval for Commencement of Work .....	5
10. Work Schedule/Quality of Work.....	5
11. Developer's Responsibilities Until Final Acceptance .....	6
12. Building Permits .....	6
13. Tree Provisions/Mailbox Requirements.....	7
14. Landscaping Requirements.....	7
15. Registration Requirements.....	7
16. Financial Security .....	7
17. Maintenance Security.....	8
18. Iron Bars.....	8
19. Staking of Bars Prior to Construction .....	8
20. Developers Responsibilities in Regard to Damages.....	8
21. Stormwater Management .....	8
22. Stormwater Management Issues: Catchbasin and Road Maintenance .....	9
23. Design Drawings .....	9
24. Additional Work .....	9
25. Grading of Topsoil .....	9
26. Grading/Dumping/Removal of Material .....	9
27. Grass and Weeds Maintenance .....	10
28. Rear Yard Drainage .....	10
29. Municipal Numbers.....	10
30. Interim Acceptance of Services.....	10
31. Final Acceptance of Services .....	10
32. Town's Fees .....	11
33. Easements .....	11
34. Conveyances.....	11
35. Ministry of Natural Resources Authorization .....	11
36. Register Notice of Agreement .....	11
37. Development Charges.....	12
38. Town Engineer .....	12
39. Use of General Terms .....	12
40. Enforcement of Agreement .....	12
41. No Waiver of Rights .....	12
42. Parkland Dedication .....	12
43. Schools .....	13
44. Sidewalks .....	13
45. Streetlights .....	13
46. Street Signs.....	13
47. Sewage Allocation.....	13
48. Essex Terminal Railway .....	14
49. Cure Period .....	14
50. Notice .....	14
51. Agreement Binding on Parties.....	15
SCHEDULE "A".....	16
SCHEDULE "B" .....	17
SCHEDULE "C" .....	19

**SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made in quadruplicate this 14<sup>th</sup> day of May, 2018.

**BETWEEN:                    1078217 ONTARIO LIMITED**

(hereinafter called the "**Developer**")

OF THE FIRST PART;

-and-

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the "**Town**")

OF THE SECOND PART;

**WHEREAS** the Developer proposes the subdivision, development, servicing and sale of lands within Part of Lots 13 and 14, Concession 1 (formerly Township of Anderdon), Town of Amherstburg, County of Essex which lands are more particularly described in Schedule "A" annexed hereto;

**AND WHEREAS** the County of Essex granted draft plan approval for subdivision of the lands on April 17, 2018 subject to conditions imposed including a provision that the owner agrees in writing to satisfy all of the requirements, financial and otherwise, of the Town concerning the installation of roads, services, drainage, the dedication and naming of streets, the granting of easements and parkland and other matters;

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

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

1.    **Recitals**

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

2.    **Interpretation**

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

3.    **Installation of Services**

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

4. **Certificate of Liability Insurance**

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

5. **Save and Hold Harmless**

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

6. **Drawings and Tenders**

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

7. **Construction of Services by Contractors**

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

8. **Inspection**

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

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

9. **Approval for Commencement of Work**

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

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

10. **Work Schedule/Quality of Work**

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

**11. Developer's Responsibilities Until Final Acceptance**

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

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

**12. Building Permits**

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

- (i) **Initial Acceptance of Services**  
All of the services relating to all of the lots therein have been installed and initially accepted by the Town with the exception of the final asphalt surface course of the roadway.
  
- (ii) **Model Homes**  
The Developer may apply to the Chief Building Official for model home permits prior to the completion of all services provided the dwelling unit is connected to water, storm, and sanitary services and that the base coat of asphalt and concrete curbs and gutter have been installed, to the satisfaction of the Town Engineer. Issued building permits shall not exceed ten percent of the total dwelling units in this particular phase and shall adhere to all of the requirements in the Town's development manual.

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



**13. Tree Provisions/Mailbox Requirements**

The Developer shall:

- (i) **Tree Provision**  
The Developer will provide to the Town, before the commencement of any construction or installation of any service, an irrevocable letter of credit (self-renewing and without burden of proof), or a certified cheque, satisfactory to the Town, the value of the trees to be planted (i.e. \$300 x 74 lots). The trees will be installed by the Developer on the lots where homes have been constructed and the front and side yards have been seeded and sodded, once per year annually in the fall. The Town will review the number of trees planted annually and refund the tree deposits for those trees planted on a pro rata basis. The trees will be planted in accordance with the Town's Tree By-law on the municipal ROW, and at a minimum of 60 mm in calibre based on the Tree By-law.
  
- (ii) **Super Mailboxes**  
The Developer shall contact Canada Post to determine the location of super mailboxes throughout the subdivision. The Developer agrees to include in all offers of purchase and sale and on the title, to be aware of the locations of any community mailboxes within or serving the development plan and that mail delivery will be provided by community mailboxes. The Developer also agrees to include in all offers of purchase and sale any established easements granted to Canada Post to permit access to the Community Mail Box. The location of the super mailboxes also to be satisfactory to the Town.

**14. Landscaping Requirements**

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

**15. Registration Requirements**

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

**16. Financial Security**

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

17. **Maintenance Security**

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

18. **Iron Bars**

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

19. **Staking of Bars Prior to Construction**

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

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

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

21. **Stormwater Management**

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

- (i) To undertake an engineering analysis to identify stormwater quality and quantity measures as necessary to control any increase in flows in downstream watercourses, up to and including the 1:100 year design storm, and, install the stormwater management measures identified above, as part of the development of the site.
- (ii) This phase is included in the stormwater report titled Kingsbridge Residential Community, Revised Stormwater Management Report-Southwest Pond, Amendment No. 2 February 23, 2017. The owner is to install all the stormwater management measures identified in the final report as part of the development of the site.
- (iii) To continue to conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures recommended in the approved stormwater

management plan during the construction phase; Results of these inspections must be sent to the Municipality on a monthly basis.

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

22. **Stormwater Management Issues: Catchbasin and Road Maintenance**

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

23. **Design Drawings**

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

24. **Additional Work**

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

25. **Grading of Topsoil**

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

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

The Developer shall carry out all grading of all lands, in accordance with the grading plans to be filed in the office of the Clerk of the Town of Amherstburg, and shall forthwith carry out temporary or permanent drainage work that the Town engineer may certify to be necessary to eliminate ponding, erosion, channeling of underground water or other drainage problems. The Developer shall neither dump nor permit to be dumped any fill or debris, or remove or permit the removal of any soil or fill from any of the lands to be subdivided without the written consent of the Town engineer.

In seeking consent of the Town engineer to the removal of topsoil the Developer shall establish that when final grades are established for all of the lots and blocks within the subdivision there will be topsoil to a depth of at least four inches (4") over the entire area not covered by buildings, roadways and driveways.

27. **Grass and Weeds Maintenance**

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

28. **Rear Yard Drainage**

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

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

29. **Municipal Numbers**

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

30. **Interim Acceptance of Services**

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

31. **Final Acceptance of Services**

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

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

32. **Town's Fees**

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

33. **Easements**

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

34. **Conveyances**

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

The Developer shall gratuitously dedicate as public highways all road allowances shown on the Plan and shall name all such road allowances in a manner satisfactory to Amherstburg. Lot 27 shall be conveyed to the municipality for purposes of providing an overland flow route.

35. **Ministry of Natural Resources Authorization**

Prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall complete and implement the recommendations contained in Permit AY-C 001-18 along with any other letters/authorizations/directions from the Ministry of Natural Resources and Forestry, and confirm that any site alteration will be completed in accordance with the Endangered Species Act, 2007.

36. **Register Notice of Agreement**

The Developer covenants and agrees to cause the Local Land Registrar to register notice of this agreement against all of the lands affected hereby, immediately after registration of the proposed subdivision, and to obtain acknowledgement, consent and postponement agreements, from any and all encumbrances registered prior to registration of such notice.

37. **Development Charges**

The Developer acknowledges that the lands subdivided by this agreement are subject to By-law 2014-101 passed October 3, 2014, which established development charges for development in the Town, and provides that a development charge of \$12,743.00 be paid for each single detached and semi-detached dwelling. The Developer further acknowledges that the by-law provides for an annual inflationary adjustment in accordance with the Section 3(4)(a) of the Development Charges Act, and that the above noted figure may change annually. The said development charge shall be paid prior to the issuance of a building permit for each lot. The Developer undertakes and agrees to provide that all Offers of Purchase and Sale include information that satisfies Subsection 59(4) of the Development Charges Act including development charges for school purposes relating to any such lot pursuant to 59(4) of the Development Charges Act, 1997 and pursuant to the Education Act.

38. **Town Engineer**

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

39. **Use of General Terms**

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

40. **Enforcement of Agreement**

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

41. **No Waiver of Rights**

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

42. **Parkland Dedication**

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

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

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

43. **Schools**

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

44. **Sidewalks**

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

45. **Streetlights**

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

46. **Street Signs**

The Developer shall arrange with the Town to install street signs at each intersection and where necessary, all to be done in accordance with present standards and satisfactory to the Town. All streets will be named based on the Kingsbridge Master Plan dated August 26, 2006 as well as the Town's Street naming policy, as amended from time to time.

47. **Sewage Allocation**

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

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

The Town confirms that there is sewage capacity, via the Texas Road sewer, for the 74 lots of Phase 8A.

48. **Essex Terminal Railway**

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

49. **Cure Period**

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

50. **Notice**

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

In the case of notice to the Developer:

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

In the case of notice to the Town:

271 Sandwich Street South  
AMHERSTBURG, ON N9V 2A5

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

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

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

- (b) Any such notice, direction or other instrument if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five (5) days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by telecopier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, telex, telecopier or other form of electronic



communication is interrupted by strike, slowdown, Force Majeure, or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

51. **Agreement Binding on Parties**

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

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

**1078217 ONTARIO LIMITED**

Per \_\_\_\_\_  
Michael R. Dunn - Secretary

*I have authority to bind the Corporation*

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

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

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

*We have authority to bind the Corporation*

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

Part Lots 13 and 14, Concession 1 Anderdon  
Designated as Parts 1, 2, 4, 5 and 6, Plan 12R-14132  
Town of Amherstburg,  
County of Essex,  
Province of Ontario

**SCHEDULE "B"**  
**DEFINITION OF TERMS**

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

**"Cure"** means that the Developer has commenced the works required to address the Event of Default that has been identified and for which notice in accordance with this Agreement has been provided and is proceeding diligently to remedy any deficiency or default.

**"Event of Default"** means if the Developer fails in the performance of an obligation under this Agreement, and the Town issues a notice of such failure or default and a demand for performance, observance or compliance has been given. In such cases, the Town must allow the Developer a minimum of thirty (30) days to Cure the default (Cure as defined herein) unless such default is determined to be an emergency by the Town in which case a minimum less than thirty (30) days can be established for the Developer to Cure the default.

**"Final Acceptance"** means the date, commencing no sooner than the expiry of the maintenance period wherein the Developer's Consulting Engineer has provided a declaration to the Town confirming that the works and Services have been completed in accordance with the terms of this Agreement and the Town engineer formally accepts the Services in writing.

**"Force Majeure"** means and includes acts of God, terrorist attacks, weather conditions, labour disputes, shortage of labour and materials and any happening, condition or thing beyond the control of a person which could not reasonably have been anticipated and avoided by such person which delays or prevents such person from performing any of its obligations hereunder, financial inability excepted.

**"Improvements"** means modifications to the Town-owned infrastructure that may be reasonably required from time to time.

**"Indemnifiers"** means jointly and severally.

**"Interim Acceptance"** means when Services are placed on maintenance by the Town.

**"Lands"** means those lands as described in Schedule "A" attached hereto.

**"Plan of Subdivision"** means a registered plan of the lands where new, separate parcels of land have been created and can be legally used for the sale of lots.

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

**"Substantial Performance"** means the date that the Developer's Consulting Engineer has provided a declaration to the Town confirming that the works are ready for use or are being used for the purposes intended.

**“Town’s Infrastructure Work”** means the infrastructure work being undertaken by or on behalf of the Town to the portions of the Lands not designated for private development.

**1078217 ONTARIO LIMITED**

Per Michael R. Dunn - Secretary

*I have authority to bind the Corporation*

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

Per Aldo DiCarlo, Mayor

Per Paula Parker, Clerk

*We have authority to bind the Corporation*

**SCHEDULE "C"**

**DESIGN CRITERIA**

**FOR SERVICES TO BE PROVIDED IN THE  
KINGSBRIDGE SUBDIVISION – PHASE 8A**

**TOWN OF AMHERSTBURG**

**GENERAL**

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

**STORM DRAINAGE**

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

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

Sewers shall be designed in accordance with the following criteria:

Design Method	Rational method
Design Frequency	1:5 year
Runoff Coefficient	Per design charts
Minimum Pipe Size	300 mm dia.
Manning Coefficient	0.013
Minimum Velocity	0.76 m/s
Private Drain Connection	150 mm dia.
Minimum Cover	0.9 m
Maximum Manhole Spacing	122 m
Pipe Material	Concrete, PVC or HDPE

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

**SANITARY SEWERS**

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

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

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

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

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

### WATERMAINS

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

Minimum Cover	1.5 m
Maximum Hydrant Spacing	150 m
Maximum Valve Spacing	150 m and at intersections
Minimum Pipe Size	150 mm dia.
Lot Connection	19 mm dia.
Pipe Material	PVC
Mainline Services Pipe Material	Copper

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

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

### ROADS

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

Roads within the Subdivision:

Street 'A', 'B' and 'C'

Width (edge to edge of curb)	7.3 m
Curb & Gutter	Barrier type of concrete curbs & gutters

## Lavers Street

Width (edge to edge of curb)	8.5 m
Curb & Gutter	Barrier type of concrete curbs & gutters

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

Alignment:	
Minimum Turning Radius	9 m
Minimum Road Grade	0.30%
Cross Fall Grade	2.0% min. and design parameters recommended by the Ministry of Transportation

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

### SIDEWALKS

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

The Developer agrees to register a covenant on title for property advising property owners of this requirement for each property.

### STREETLIGHTS

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

### STREET SIGNS

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

### HYDRO SERVICE

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

subdivision shall be underground and designed and installed in accordance with the requirements and criteria of the Town of Amherstburg and Hydro One.

#### TELEPHONE, WIRE-LINE COMMUNICATION/TELECOMMUNICATION

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

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

#### GAS

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

#### CABLE T.V. SERVICE

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

#### ADJUSTMENTS

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

#### TEMPORARY SERVICES

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

#### DRIVEWAY APPROACHES

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

It is understood and agreed that under no circumstances will the Developer herein be permitted to install a new residential driveway approach within the corner radii of a curb constructed along any street in this development.



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

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

#### COMMUNITY MAILBOXES

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

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

#### EASEMENTS

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

#### ROAD ALLOWANCES

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

#### REAR YARD DRAINAGE

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

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

#### SPECIAL SERVICING REQUIREMENTS

The construction of structures shall conform to the following requirements:

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

sump pump connected to the storm sewer must be provided for each building.

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

**1078217 ONTARIO LIMITED**

Per Michael R. Dunn - Secretary

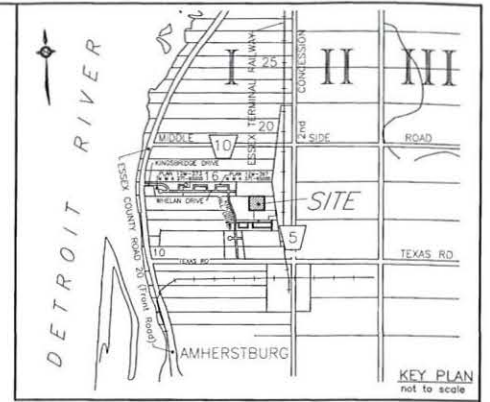
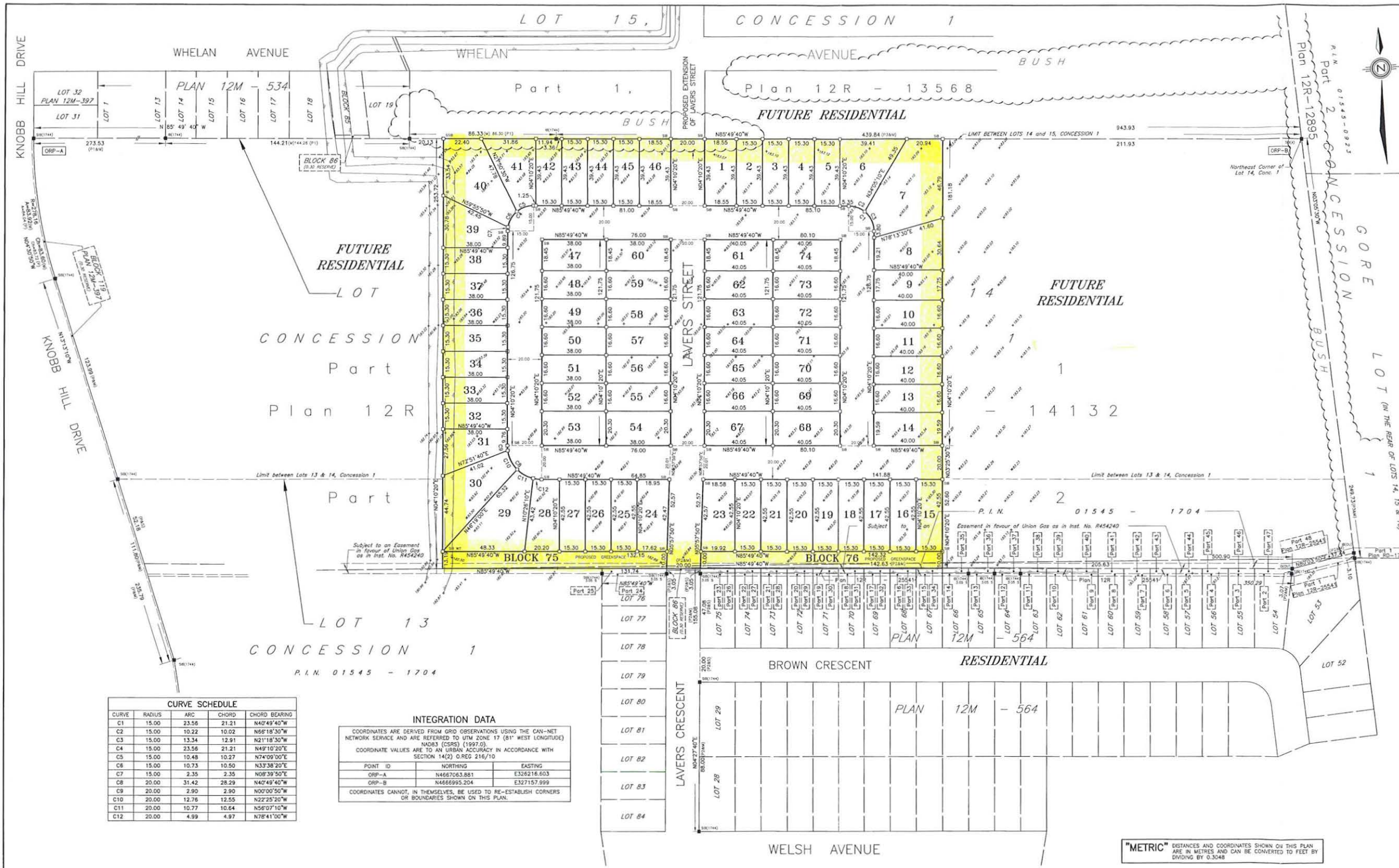
*I have authority to bind the Corporation*

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

Per Aldo DiCarlo, Mayor

Per Paula Parker, Clerk

*We have authority to bind the Corporation*



**DRAFT PLAN OF SUBDIVISION**  
 OF  
**PART OF LOTS 13 & 14,**  
**CONCESSION 1**  
 GEOGRAPHIC TOWNSHIP OF ANDERDON  
 NOW IN THE  
**TOWN OF AMHERSTBURG**  
 COUNTY OF ESSEX, ONTARIO  
 © VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZARE INC.

SCALE = 1:1000

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

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99994655

ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (B) UNLESS OTHERWISE NOTED.  
 SB DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR  
 SSB DENOTES 25mm X 25mm X 0.61m SHORT STANDARD IRON BAR  
 # DENOTES 16mm X 16mm X 0.61m IRON BAR  
 R DENOTES 19mm diameter X 0.61m ROUND IRON BAR  
 C DENOTES CUT-CROSS  
 DENOTES 50mm X 50mm STEEL PIN  
 DENOTES SURVEY MONUMENT FOUND  
 DENOTES SURVEY MONUMENT SET AND MARKED 1744  
 DENOTES WITNESS I DENOTES PERPENDICULAR  
 DENOTES SET (W) DENOTES MEASURED (R) DENOTES DEED  
 DENOTES OBSERVED REFERENCE POINT  
 SSB'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.  
 (S/P) DENOTES SET PROPORTIONALLY (O) DENOTES ORIGIN UNKNOWN  
 (P) DENOTES PLAN 12M-397 (P1) DENOTES PLAN 12M-334  
 (P2) DENOTES PLAN 12M-564 (P3) DENOTES PLAN 12R-14132  
 (1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZARE INC., O.L.S.  
 (S) DENOTES C.G.R. ARMSTRONG, O.L.S.

**ADDITIONAL INFORMATION**  
 REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT, (R.S.O. 1990)  
 (A) AS SHOWN ON PLAN (F) AS SHOWN ON PLAN  
 (B) AS SHOWN ON PLAN (G) AS SHOWN ON PLAN  
 (C) AS SHOWN ON PLAN (H) PIPED MUNICIPAL  
 (D) SINGLE FAMILY RESIDENTIAL (I) CLAY LOAM  
 (E) NORTH - RESIDENTIAL (J) AS SHOWN ON PLAN  
 WEST - RESIDENTIAL (K) ALL SERVICES TO BE PROVIDED  
 EAST - RESIDENTIAL (L) AS SHOWN ON PLAN  
 SOUTH - EXISTING RESIDENTIAL

**SUMMARY**  
 TOTAL NUMBER OF LOTS 74 TOTAL NUMBER OF BLOCKS 2  
 TOTAL AREA OF SITE 7.464 Hectares  
 DENSITY 9.914 Lots per Hectares

**OWNER'S CERTIFICATE**  
 I HEREBY AUTHORIZE THE FILING OF THIS DRAFT PLAN FOR APPROVAL.  
 1078217 ONTARIO LIMITED

DATE: \_\_\_\_\_  
 MICHAEL DUNN  
 I HAVE THE AUTHORITY TO BIND THE CORPORATION

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

DATE: DECEMBER 15, 2017  
 ANDREW S. MANIHA  
 ONTARIO LAND SURVEYOR  
 for VERHAEGEN • STUBBERFIELD • HARTLEY  
 BREWER • BEZARE INC.

**WINDSOR**  
 944 Okeana Street  
 N9A 2E1  
 Ph: (519) 258-1772  
 Fax: (519) 258-1791

**LEAMINGTON**  
 187 Talbot Street East  
 N9H 1L8  
 Ph: (519) 322-2375  
 Fax: (519) 322-2875

**ONTARIO LAND SURVEYORS**  
 www.vshbssurveyors.com  
 Drawn by: D.J. CAD Date: December 15, 2017 8:41 AM  
 Checked by: ASM CAD File: 42778400.dwg  
 WORK SHEET 4-27784 FILE NO. E-MD-1-13 PLAN FILE NO. J-724'A

**CURVE SCHEDULE**

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	15.00	23.56	21.21	N40°49'40"W
C2	15.00	10.22	10.02	N66°18'30"W
C3	15.00	13.34	12.91	N21°18'30"W
C4	15.00	23.56	21.21	N49°10'20"E
C5	15.00	10.48	10.27	N74°09'00"E
C6	15.00	10.73	10.50	N33°38'20"E
C7	15.00	2.35	2.35	N08°39'50"E
C8	20.00	31.42	28.29	N40°49'40"W
C9	20.00	2.90	2.90	N00°00'50"W
C10	20.00	12.76	12.55	N22°28'20"W
C11	20.00	10.77	10.64	N56°07'10"W
C12	20.00	4.99	4.97	N78°41'00"W

**INTEGRATION DATA**

COORDINATES ARE DERIVED FROM GRID OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (1997.0).  
 COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) O. REG 216/10

POINT ID	NORTHING	EASTING
ORP-A	N4667063.881	E326216.603
ORP-B	N4666995.204	E327157.999

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

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

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18001  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** DRAFT  
**Date of Notice:**  
**Last Date of Appeal:**  
**Lapsing Date:**

---

## NOTICE OF DECISION

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

---

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

---

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

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

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

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

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

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

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

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

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

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

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

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

#### **Getting Additional Information**

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

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

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

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18001  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** DRAFT  
**Date of Notice:**  
**Last Date of Appeal:**  
**Lapsing Date:**

---

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

---

**No. Conditions**

---

1. That this approval applies to the draft plan of subdivision prepared and certified by Andrew Mantha, O.L.S., dated February 5, 2017 that shows:

- Seventy-four (74) lots for single detached residential units;
- Two (2) blocks (Blocks 75 and 76) for proposed greenspace

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

2. That the Owner enters into a subdivision agreement with the Municipality wherein the Owner agrees to satisfy all the requirements, financial and otherwise, of the Municipality concerning the payment of development charges, provisions of roads, installation and capacity of services, sanitary sewerage collection system, water distribution system, utilities and stormwater management facilities for the development of the lands within the plan.

3. That the subdivision agreement between the Owner and the Municipality contain a provision requiring the owner to notify in writing each person who first offers to purchase any subdivided lot within the plan of subdivision of all approved development charges, including development charges for school purposes, relating to any such lot pursuant to Section 59(4) of the Development Charges Act, 1997.

4. That the subdivision agreement between the Owner and the Municipality, where required, contain a provision prepared to the satisfaction of the Municipality, regarding the phasing and timing of the development.

5. That the subdivision agreement between the Owner and the Municipality be registered against the lands to which it applies prior to the registration of the plan of subdivision.

6. That the road allowances included in this draft plan shall be shown and dedicated as public highways.

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18001  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** DRAFT  
**Date of Notice:**  
**Last Date of Appeal:**  
**Lapsing Date:**

---

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

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18001  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** DRAFT  
**Date of Notice:**  
**Last Date of Appeal:**  
**Lapsing Date:**

- 
15. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School and the Municipality, requiring notice on title for purchasers of lots to be aware that students may not be able to attend the closest neighbourhood school and could be bused to a distant school with available capacity.
  16. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of Canada Post Corporation and the Municipality, requiring notice on the title for purchasers of lots to be aware of the locations of any community mailboxes within or serving the plan and that mail delivery will be provided via community mailboxes.
  17. That the subdivision agreement between the Owner and the Municipality contain a provision, to the satisfaction of the Municipality and the County, that prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall undertake to ensure that any site alteration will be completed in accordance with the Endangered Species Act, 2007.
  18. That prior to final approval by the County of Essex, the Owner shall submit for review and approval by the Municipality and the County, a draft of the final 12M plan.
  19. That prior to final approval by the County of Essex, the County is advised in writing by the Municipality how Conditions 1 to 18 inclusive, have been satisfied.
  20. That prior to final approval by the County of Essex, the County is advised in writing by the Greater Essex County District School Board how Conditions 14 and 15 have been satisfied.
  21. That prior to final approval by the County of Essex, the County is advised in writing by the Canada Post Corporation how Condition 16 has been satisfied.

#### **NOTES TO DRAFT APPROVAL**

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Essex, quoting the file number "37-T-18001".

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18001  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** DRAFT  
**Date of Notice:**  
**Last Date of Appeal:**  
**Lapsing Date:**

- 
2. It is suggested that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.

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

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

3. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of Environment under Section 23 and Section 24 of the Ontario Water Resources Act, R.S.O. 1980.
4. The Ministry of the Environment did not review this subdivision with respect to any groundwater, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or other contaminants are present within or in close proximity to this subdivision. If either the Municipality or the Owner requires this assurance before proceeding any further with this plan of subdivision, a consultant(s) should be engaged to conduct the necessary investigations.
5. The Ministry of the Environment must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision. If waste materials or contaminants are discovered, a further approval under Section 46 of the Environmental Protection Act may be required from that Ministry.
6. The costs of any relocations or revisions to Hydro One Networks Inc. (HONI) facilities or any other local electrical utility that are necessary to accommodate the subdivision will be borne by the developer.
7. Any easement rights of Hydro One Networks Inc. (HONI) or any other local electrical utility are to be respected.



**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18001  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** DRAFT  
**Date of Notice:**  
**Last Date of Appeal:**  
**Lapsing Date:**

- 
8. The developer should contact the local Hydro One Networks Inc. Services office or any other local electrical utility to verify if any low voltage distribution lines may be affected by this proposal.
9. The developer is hereby advised that prior to commencing any work within the plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services, i.e., 911 Emergency Services.
10. It is suggested that the Municipality register the subdivision agreement as provided by subsection 51(26) of the Planning Act, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.
11. Clearances are required from the following agencies:
- Ms. Rebecca Belanger  
Town of Amherstburg  
271 Sandwich Street South  
Amherstburg, ON N9V 2Z3
- Greater Essex District School Board  
451 Park Street West  
P.O. Box 210  
Windsor, ON N9A 6K1
- Mr. Bruno DeSando  
Canada Post Corporation  
955 Highbury Avenue North  
London, ON N5Y 1A3

**Applicant:** 1078217 Ontario Limited  
**File No.:** 37-T-18001  
**Municipality:** Town of Amherstburg  
**Location:** Part of Lots 13 and 14, Concession 1  
(Anderdon)

**Date of Decision:** DRAFT  
**Date of Notice:**  
**Last Date of Appeal:**  
**Lapsing Date:**

---

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

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

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



Town of Amherstburg  
Kingsbridge Subdivision Lavers Ext.





THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES

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

Author's Name: Rebecca Belanger	Report Date: May 11, 2018
Author's Phone: 519 736-5408 ext. 2124	Date to Council: May 14, 2018
Author's E-mail: <a href="mailto:rbelanger@amherstburg.ca">rbelanger@amherstburg.ca</a>	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Official Plan Amendment No. 8 and Zoning By-law Amendment for 83 Sandwich Street South

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Manager of Planning Services dated May 11, 2018, regarding Official Plan Amendment No. 8 and Zoning By-law Amendment for 83 Sandwich Street South **BE RECEIVED**;
2. **BY-LAW 2018-43** being a by-law to adopt amendment No. 8 to the Official Plan for the Town of Amherstburg, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same; and,
3. **BY-LAW 2018-44** being a by-law to amend Zoning By-law No. 1999-52, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

2. **BACKGROUND:**

The Statutory Public Meeting was held at 5:00 p.m., May 10, 2018, to hear public comments on an application for an Official Plan Amendment and Zoning By-law Amendment for 83 Sandwich St S. The application was submitted by Jeff Belanger on behalf of 1461689 Ontario Limited. The 4.58 acre parcel of land is situated on the east side of Sandwich Street South and is described as Plan 6, Lots 12 and 14 and Part Lots 10, 11, 13, 15.

At the time of approval of the Sobeys development on the subject site, multiple studies were performed to ensure the suitability of the site for commercial and future development. A Traffic Impact Study was prepared in 2001 by F.R. Berry and Associates. The Traffic Impact Study was undertaken for the 40,000 square foot store and additional traffic concerns were addressed by Amherstburg Police and Council. The outcome of the Traffic Impact Study and additional concerns provided the addition of a left turn lane at the Sobeys entrance on Sandwich Street for southbound traffic and the elimination of street parking on the west side of Sandwich Street between Elm Street and Maple Street. The expected increase in traffic from the 2,427 square foot proposed restaurant and drive through is managed through the above mentioned report and recommendations. No new entrances or exits are proposed to the property and the entrance/exit to be used for the restaurant and drive through is located on an arterial road (Sandwich Street South), which is prepared to handle the increase in traffic.

Stormwater management for the site was provided at the time of the development of the Sobeys and is outlined in the Development Agreement for the site. The proposed restaurant and drive through will be built on an existing asphalt area and will not result in an increase in stormwater runoff from the property. Therefore, the stormwater can continue to be managed with the existing storm sewers and catch basins, and an updated stormwater management report is not required for this development.

The site is located on full municipal services and sufficient capacity to accommodate the proposed development has been confirmed.

A Planning Justification Report prepared by Zelinka Priamo Ltd. was submitted with the application for the Official Plan Amendment and the Zoning By-law Amendment.

It would appear that no other reports or studies are required prior to the approval of the Official Plan Amendment and Zoning By-law Amendment for the proposed restaurant and drive through at 83 Sandwich Street South.

### **3. DISCUSSION:**

There was one inquiry regarding this Official Plan Amendment and Rezoning in advance of the public meeting by Sobeys Capital Incorporated. Correspondence was received from Sobeys planning consultant MHBC Planning, Urban Design and Landscape Architecture and has been attached to this report. The correspondence was provided to Council and the applicant at the public meeting. Council questioned the Manager of Planning and the applicant during the public meeting regarding the contents of the correspondence. Specifically, concerns regarding traffic movement over the site were brought forward. The applicant, Manager of Sobeys and Manager of Planning agreed that additional consultation should occur regarding these concerns and that these matters would be addressed prior to approaching Council with the amending site plan agreement for the lands. The Manager of the grocery store identified his satisfaction with this resolution. Further the correspondence cites a concern with a reduction in the number of required parking spaces and the owner identified that he has purchased additional lands to the east and that more parking spaces and a change in the configuration could be provided if necessary as additional development occurs on the site.

There were a number of questions raised by members of Council which were answered by Planning Administration. Council identified a concern regarding the future for traffic congestion along Sandwich Street based on additional development. Administration will continue to monitor the situation as land uses are changing on the east and west side of Sandwich and undertake modifications as necessary. The changes may include changing the timing of the traffic lights, moving the location of traffic lights and changing the location of turn lanes. At this time no further actions are necessary in this regard and the recommendations contained within the original Traffic Impact Study for the Sobeys site were implemented by the Town.

There were no concerns raised by Town departments or external agencies regarding the proposed Official Plan Amendment or Zoning By-law Amendment.

**4. RISK ANALYSIS:**

The concerns contained within the correspondence from MHBC Consulting Planners and identified from the Manager of Sobeys will be addressed prior to completing the site plan control process.

**5. FINANCIAL MATTERS:**

The costs associated with the application and planning processes are the responsibility of the developer. Support of commercial land uses promotes stability in commercial assessment base. Plans have not been finalized at this point however pending the necessary planning approvals, the continued development of the site is proposed to support three commercial pads, two for restaurant developments and one for the grocery store. Approval of these planning applications provides additional employment opportunities within the Town.

**6. CONSULTATIONS:**

No further consultation is required to meet the statutory requirements of the Planning Act regarding this Official Plan Amendment and Zoning By-law Amendment.

**7. CONCLUSION:**

Administration recommends that Official Plan Amendment No. 8 (By-law 2018-43) and Zoning By-law 2018-44 be approved by Council, given three readings and finally passed and the Mayor and Clerk be authorized to sign same.



---

Rebecca Belanger  
**Manager of Planning Services**

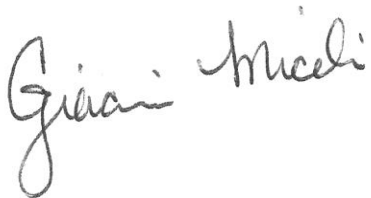
## Report Approval Details

Document Title:	Official Plan Amendment No. 8 and Zoning By-law Amendment for 83 Sandwich St S.docx
Attachments:	- Report to Council- May 14- OPA and ZBA 83 Sandwich St S- ATTACHMENTS.pdf
Final Approval Date:	May 11, 2018

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



**Cheryl Horrobin - May 11, 2018 - 9:44 AM**



**John Miceli - May 11, 2018 - 12:17 PM**



**Paula Parker - May 11, 2018 - 12:34 PM**



Town of Amherstburg  
OPA No. 8 & ZBA/16/17





CORPORATION OF THE TOWN OF AMHERSTBURG  
**NOTICE OF STATUTORY PUBLIC MEETING**

**TAKE NOTICE** that the Council of the Corporation of the Town of Amherstburg will hold a public meeting on **Thursday, May 10, 2018 commencing at 5:00 p.m.** in the Town of Amherstburg Council Chambers, 271 Sandwich Street South, Amherstburg, Ontario. The purpose of this meeting is to consider a proposed Official Plan Amendment under Section 17 and 21 of the Planning Act and a proposed amendment to the Town of Amherstburg Zoning By-law 1999-52, under Section 34 of the Planning Act.

The lands affected by the proposed amendments are located on the east side of Sandwich Street South, north of the intersection of Fort Street and Sandwich Street South. The legal description of the subject site is described as Plan 6, Lots 12 and 14 and Part Lots 10, 11, 13, 15, municipally known as 83 Sandwich Street South. The subject property has approximately 206 ft of frontage along Sandwich Street South, 408 ft of depth along Fort Street with an area of 4.58 acres.

**THE PROPOSED AMENDMENT TO THE OFFICIAL PLAN** would change the designation of the subject lands noted above from **General Commercial Special Policy Area 11** to **General Commercial Special Policy Area 17** to allow for drive-through restaurants on the site. An amendment to the current policy is also required to recognize the proposed setback of the development at 73'4" (22.34 m). The Official Plan requires along Sandwich on this site to be setback no less than 6 meters and no more than 15 metres maximum. The proposed setback allows for enhanced landscaping in front of the new restaurant.

The uses permitted in the General Commercial designation include those commercial establishments offering goods and services which primarily serve the whole of the municipality's market area and shall include such uses as retail commercial establishments, places of entertainment, assembly halls, eating establishments, hotels, motels, community facilities, public uses, recreational uses, convenience stores whether in the form of individual stores or in a shopping centre form of construction and/or ownership, and residential uses above the first floor. Recreational uses, automobile service stations and automobile sales and service agencies, car washes, agencies for recreational vehicles, motels, drive-through restaurants or other drive through establishments shall be restricted to locations on Sandwich Street north of Alma Street or South of Pike Street or on Simcoe Street.

**THE PROPOSED AMENDMENT TO THE ZONING BY-LAW NO. 1999-52** would change the zoning of the subject lands noted above from the "**Special Provision Commercial General (CG-2) Zone**" and "**Residential Office (RO) Zone**" to "**Special Provision Commercial General (CG-12) Zone**" reducing the required interior side yard abutting a residential zone and to remove the minimum width for landscape planting strips abutting existing residential interior side yards. Further, an amendment to Section 3(20) is also required to permit an outdoor patio adjacent to a residential zone. The Amendment to the Zoning By-law would implement the proposed Official Plan Amendment.

**THE EFFECT OF THE ZONING BY-LAW AMENDMENT** will be to maximize the usage of the site and allow for a drive-through restaurant on the subject property. The "Special Provision Commercial General (CG-12) Zone" is established as a site specific zone for the subject lands. Any future development will be subject to the site plan control by-law to ensure orderly development of the parcel.

The accompanying Key Map shows the location of the lands to which the Official Plan and Zoning By-law Amendments apply.

**ANY PERSON** may attend the public meeting and/or make written or verbal representation in support of or in opposition to the proposed Official Plan Amendment and/or the proposed Zoning By-law Amendment.

**IF A PERSON OR PUBLIC BODY** does not make oral submissions at a public meeting or make written submissions to the Town of Amherstburg before the proposed Official Plan Amendment is adopted, the person or public body is not entitled to appeal the decision of the County of Essex to the Local Planning Appeal Tribunal.

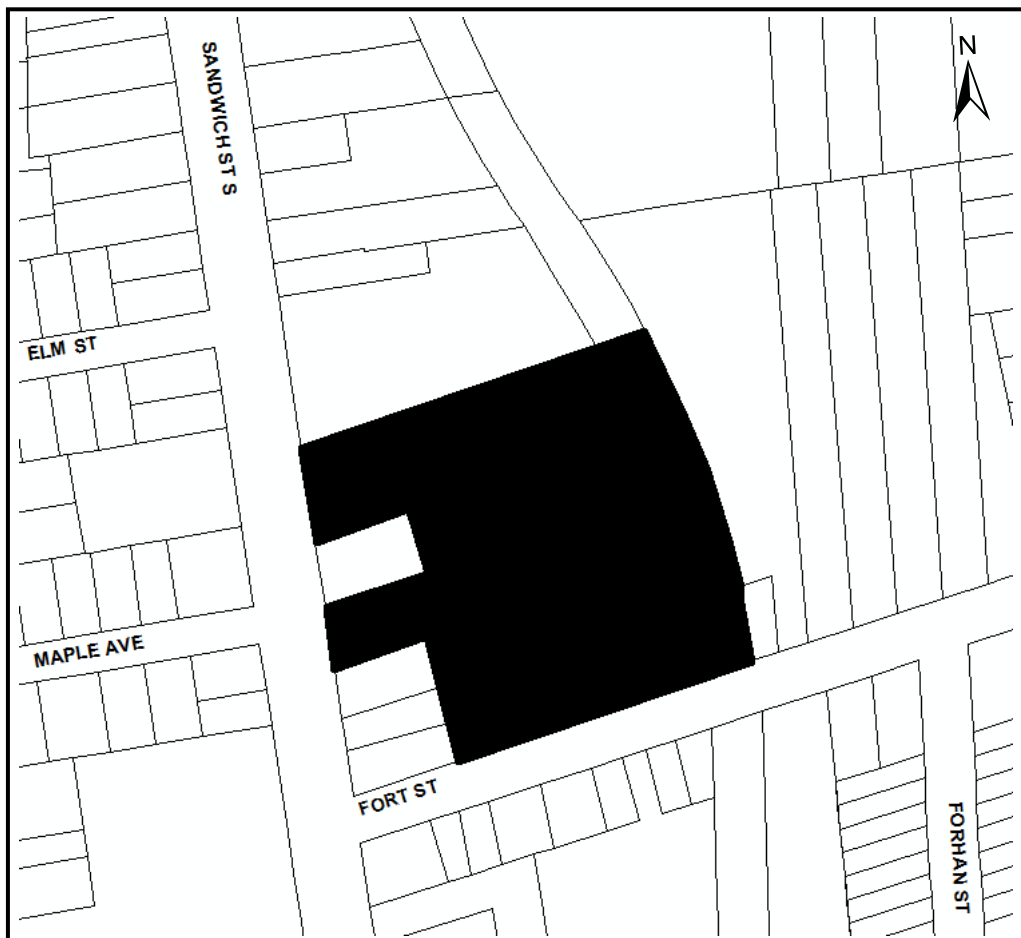
**IF A PERSON OR PUBLIC BODY** does not make oral submissions at a public meeting or make written submissions to the Town of Amherstburg before the By-law is passed, the person or public body is not entitled to appeal the decision of the Town of Amherstburg to the Local Planning Appeal Tribunal.

**IF A PERSON OR PUBLIC BODY** does not make oral submissions at a public meeting or make written submissions to the Town of Amherstburg before the proposed Official Plan Amendment/ Zoning By-Law Amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

**ADDITIONAL INFORMATION** relating to the proposed Official Plan (File OPA #8) and Zoning By-law (File# ZBA/16/17) Amendments is available for inspection at the Town of Amherstburg Libro Centre at 3295 Meloche Road during normal office hours, 8:30 a.m. to 4:30 p.m. The proposed Official Plan Amendment and Zoning By-law Amendment are also available for review on the Town of Amherstburg Website: [www.amherstburg.ca](http://www.amherstburg.ca) If you wish to be notified of the adoption of the proposed Official Plan Amendment, or the refusal of a request to amend the official plan, and/or passage of the proposed Zoning By-law Amendment, you must make a written request to the Town at the address below.

DATED at the Town of Amherstburg this 18th day of April, 2018.

**KEY MAP**



Rebecca Belanger, MCIP RPP  
Manager of Planning Services  
Town of Amherstburg  
Libro Centre  
3295 Meloche Road  
Amherstburg, ON N9V 2Y8  
Telephone (519) 736-5408  
Fax No. (519) 736-9859  
Website: [www.amherstburg.ca](http://www.amherstburg.ca)

**SITE DATA:**

SITE AREA: 4.88 ACRES  
203,684 SQ.FT.

**BUILDING AREA:**

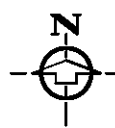
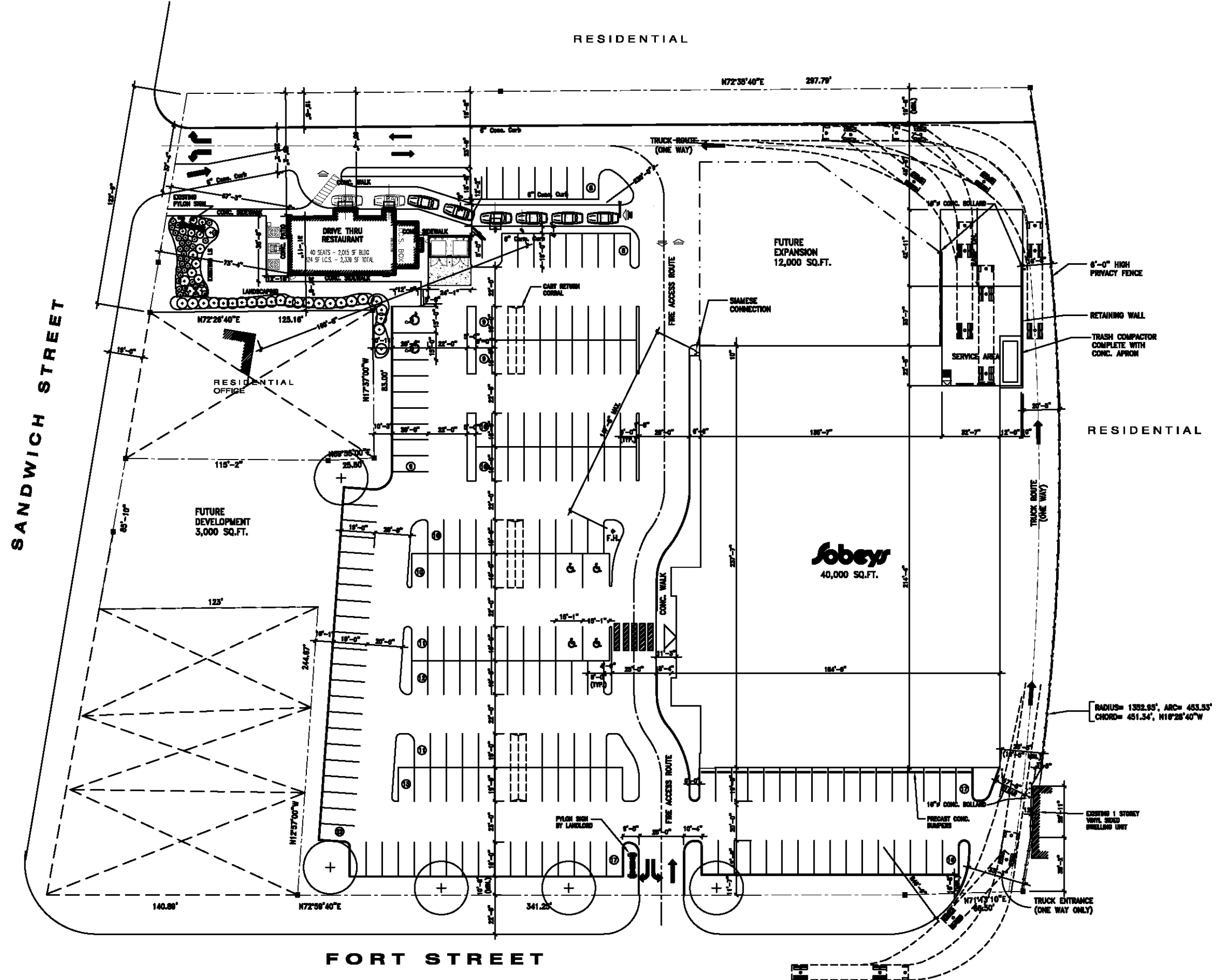
EXISTING FOOD STORE 40,000 SQ.FT.  
FUTURE EXPANSION 12,000 SQ.FT.  
FUTURE DEVELOPMENT (REST.) 3,000 SQ.FT.  
NEW DRIVE THRU 2,339 + 88 SQ.FT. (TOTAL INC. PARKING)  
TOTAL 57,427 SQ.FT.

**PARKING REQUIRED:** (TOWN OF AMHERSTBURG BY-LAW, SECTION 3)  
ALL COMMERCIAL OCCUPANCIES LISTED ABOVE REQUIRE MIN. 1 SPACE PER 269 SQ.FT.  
ALL RESTAURANT OCCUPANCIES LISTED ABOVE REQUIRE MIN. 1 SPACE PER 107 SQ.FT.

CURRENT REQ'D	FUTURE EXPANSION REQ'D
40,000 = 149 SPACES 269	12,000 = 45 SPACES 269
NEW DRIVE THRU	FUTURE DEVELOPMENT (RESTAURANT)
2,339 = 23 SPACES 107	3,000 = 28 SPACES 107

**PARKING PROVIDED:**  
TOTAL REQ'D 245 SPACES  
CURRENT PROVIDED 211 SPACES

Note: Parking configuration based on lands acquired to date.



**SITE PLAN**  
SCALE: 1" = 30'-0"

ORIGINAL SITE PLAN AS PER THE DESIGN OF LAKESHORE GROUP.

AMENDMENT NO. 8  
TO THE OFFICIAL PLAN  
FOR THE  
TOWN OF AMHERSTBURG

Prepared By:  
Planning Services Division, Town of Amherstburg

## TABLE OF CONTENTS

### OFFICIAL DOCUMENTATION PAGES

The Clerk's Certificate Page  
The Adopting By-law

### THE CONSTITUTIONAL STATEMENT

PART "A" - THE PREAMBLE .....	1
1.    PURPOSE .....	1
2.    LOCATION .....	1
3.    BASIS .....	1
PART "B" - THE AMENDMENT .....	3
1.    DETAILS OF THE AMENDMENT .....	3
2.    IMPLEMENTATION AND INTERPRETATION .....	3

AMENDMENT NO. 8 TO THE OFFICIAL PLAN OF THE TOWN OF AMHERSTBURG

I, Paula Parker, Clerk of the Town of Amherstburg, certify that this is a/the original/duplicate original/certified copy of Amendment No. 8 to the Official Plan of the Town of Amherstburg.

---

CLERK- Paula Parker

DRAFT

**THE CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2018-43**

**By-law to adopt amendment No. 8 to the  
Official Plan for the Town of Amherstburg**

---

The Council of the Corporation of the Town of Amherstburg in accordance with the provisions of Sections 17 and 21 of The Planning Act, R.S.O., 1990, as amended, hereby enacts as follows:

1. THAT Amendment No. 8 to the Official Plan for the Town of Amherstburg consisting of the attached text is hereby adopted.

THIS By-Law shall come into full force and effect upon the final passage thereof.

Read a first, second and third time and finally passed this 14<sup>th</sup> day of May, 2018.

---

MAYOR – ALDO DICARLO

---

CLERK – PAULA PARKER

## THE CONSTITUTIONAL STATEMENT

PART "A" – THE PREAMBLE does not constitute part of this Amendment.

PART "B" – THE AMENDMENT, consisting of the following text, constitutes Amendment No. 8 to the Official Plan for the Town of Amherstburg.

DRAFT



AMENDMENT NO. 8  
TO THE OFFICIAL PLAN  
FOR THE TOWN OF AMHERSTBURG

PART "A" - THE PREAMBLE

1. PURPOSE

The purpose of this Amendment is to introduce site-specific policies that would permit drive through restaurants on the subject lands and increase the maximum permitted setback of commercial uses, through the development of a new policy section to be identified as "General Commercial Special Policy Area 17" designation.

An Official Plan Amendment application has been received from 1461689 Ontario Limited to support further commercial development on 83 Sandwich Street South.

The purpose of the Official Plan Amendment is to modify the text in Section 4.4.2, "General Commercial Areas" and modify Section 4.4.3 (2). As well, the Schedules in the Official Plan will be updated to include the subject lands as "General Commercial Special Policy Area 17".

2. LOCATION/BACKGROUND

As shown on the attached Schedule "A", the subject lands include:

Plan 6, Lots 12 and 14 and Part Lots 10, 11, 13, 15, municipally known as 83 Sandwich Street South. The subject lands are located on the east side of Sandwich Street South, north of the intersection of Fort Street and Sandwich Street South.

A Planning Justification Report was prepared by Zelinka, Priamo Planning Consultants which is dated October 30, 2017. Concurrent to the processing of the Official Plan Amendment a site specific Zoning By-law Amendment will be considered.

The Town of Amherstburg Official Plan was approved through Ontario Municipal Board minutes of settlement dated February 3, 2010.

3. BASIS

The subject land is approximately 4.58 acres in size. The property has been used for the past 12 years for a supermarket and associated retail. There are two accesses to the site including one from Sandwich Street South and the other from Fort Street.

To the immediate north of the site the land use is general commercial, specifically Rexall/ walk-in clinic. To the south of the site the existing land uses are single detached dwellings. There is one single detached dwelling to the south and west of the subject lands. A flower shop is also located adjacent to the subject site as well as a new two storey building with retail on the main floor and residential above at the corner of Sandwich and Fort Street. The lands on the west side of Sandwich Street are occupied by a secondary school, six single detached dwellings and a vacant lot.

The Provincial Policy Statement (2014) came into force and effect on April 30, 2014. The 2014 Provincial Policy Statement (PPS 2014) provides policies to permit the proposed development. Section 1.3.1 provides policy direction on employment. The PPS 2014 also addresses the efficient use of infrastructure and services (1.6.2 and 1.6.6.2) and the promotion of land use patterns that minimize the length of vehicle trips and support public transit (1.6.7.4). Section 1.3 of the PPS 2014 provides the policy direction identifying that municipalities will promote economic development and competitiveness.

The PPS 2014 also calls for appropriate development standards. Appropriate development standards are expressed in the Official Plan, Zoning By-law and Site Plans. The proposal maintains the intent of the Official Plan policies related to determining the appropriateness of a change in land use and will be implemented by a Zoning By-law Amendment. The proposal is consistent with the policies of the PPS 2014.

The County of Essex Official Plan contains policies which apply to the proposed development. The County of Essex Official Plan designates this site as being within the "Settlement Area". The Settlement Area policies state that future growth and development is to be encouraged to locate within these areas and that all types of land uses are permitted within Settlement Areas subject to site specific land use policies in local Official Plans. The County Official Plan also encourages local Official Plans to provide opportunities for re-development, intensification and revitalization in areas that have sufficient existing or planned infrastructure. The amendment proposes a land use which is in conformity with the location requirements, the principles and the relevant goals and policies for Settlement Areas as contained in the County Plan.

The amendment proposes a land use which is in conformity with the Location of Development policies and the site suitability criteria established in the Town's Official Plan including locating on a public road capable of accommodating any increased

traffic, utilization of existing services/ utilities and soil/ drainage conditions of the site can support the proposed development.

The proposed land use of a drive-through restaurant establishment is not currently permitted under the existing designation. Section 4.4.2 of the Official Plan restricts drive-through restaurants to locations on Sandwich Street north of Alma Street or South of Pike Street. It should be noted that the CG Zone already permits a drive through facility as in a housekeeping ZBA 2012-65. A Zoning By-law Amendment will proceed concurrently seeking to reduce the interior side yard and landscaping requirement abutting the single detached dwelling to the south and to permit the outdoor patio. An Amendment to the Official Plan is also necessary to permit the increase in the maximum building setback from Sandwich beyond the current restriction of 15 metres.

The subject lands fall within an area the Official Plan refers to as the “gateway to Amherstburg” and has historic character that is to be protected. The current site specific policies were drafted to extend the General Commercial Designation northerly to include both sides of Sandwich with restrictions while retaining the High Density Residential Designation. Following a public meeting to deal with the original OPA application, a municipal commercial policy review was undertaken by the Town. The results of that study concluded that additional land should be designated for commercial development. The study also provided recommendations as to which lands should be designated and the specific designations that should be applied. At the time of adoption of OPA #1, a section of the Basis states *“renewed interest in the continued revitalization of the downtown core of the Town of Amherstburg, coupled with recent development proposals for new and enlarged commercial establishments has brought about the need to reevaluate the land use policies affecting these interests”*. One of the purposes of the commercial review was to allow for logical and necessary growth in the Town, while ensuring that the quality of existing commercial areas are maintained and/or enhanced.

Official Plan Amendment #1 which incorporated the policies restricting drive through restaurants, requiring consultation with the Heritage Committee on architectural design elements and enhanced landscaping was approved by Ontario Municipal Board Settlement in 2002. The subject lands presently host a grocery store and have retail uses to the north and south. According to the Planning Justification Report submitted to support these applications, *“the following demonstrates the evolution of the subject lands and surrounding area, from, a predominantly residential neighbourhood to, a mainly commercial area.”* Amendments to the Official Plan as proposed achieve the desired implementation of the current regulation in the Zoning By-law which permits drive-through restaurants in this location while consulting with the Heritage Committee on the heritage façade elements and enhanced landscaping.

Substantial consultation has taken place with representatives from the franchise regarding the proposed heritage façade. The Heritage Committee at their meeting that

took place on April 18<sup>th</sup>, unanimously recommended approval of the façade elements as identified in the Official Plan policies which includes roof line, height, building material, and window placement.

The statutory public meeting is scheduled to take place on May 10, 2018. The notice of public meeting will be advertised in the Rivertown Times on April 18<sup>th</sup> and April 25<sup>th</sup>, 2018. The notice has also been circulated to the neighbouring residents and agencies as required.

The proposed amendment is consistent with the provisions of the PPS 2014, conforms to the County Official Plan and recognizes the commercial function of Sandwich Street South, in the Town of Amherstburg's Official Plan.

## PART "B" - THE AMENDMENT

All of this part of the document, entitled, "Part 'B' - The Amendment" consisting of the following text and map schedule constitutes Amendment No. 8 to the Official Plan for the Town of Amherstburg.

### 1. DETAILS OF THE AMENDMENT

The Official Plan of the Town of Amherstburg is amended as follows:

- 1.1 That Schedules "A", "B" and "B-2" in the Town of Amherstburg Official Plan be amended by identifying the lands shown as the subject lands on Schedule "A" attached to and forming this amendment, as "General Commercial Special Policy Area 17".
- 1.2 Subsection 4.4.3 General Commercial Special Policy Areas, as amended, is hereby further amended by the addition of the following policy to immediately follow 4.4.3 (5)

"4.4.3 (6) Lands known as 83 Sandwich Street South, located at the east side of Sandwich Street South and north of Fort Street, shall be developed in accordance with the General Commercial policies with the addition of a drive-through restaurant as a permitted use. Development shall be subject to site plan control. A maximum setback of 25 metres shall be permitted for commercial development from the front lot line."

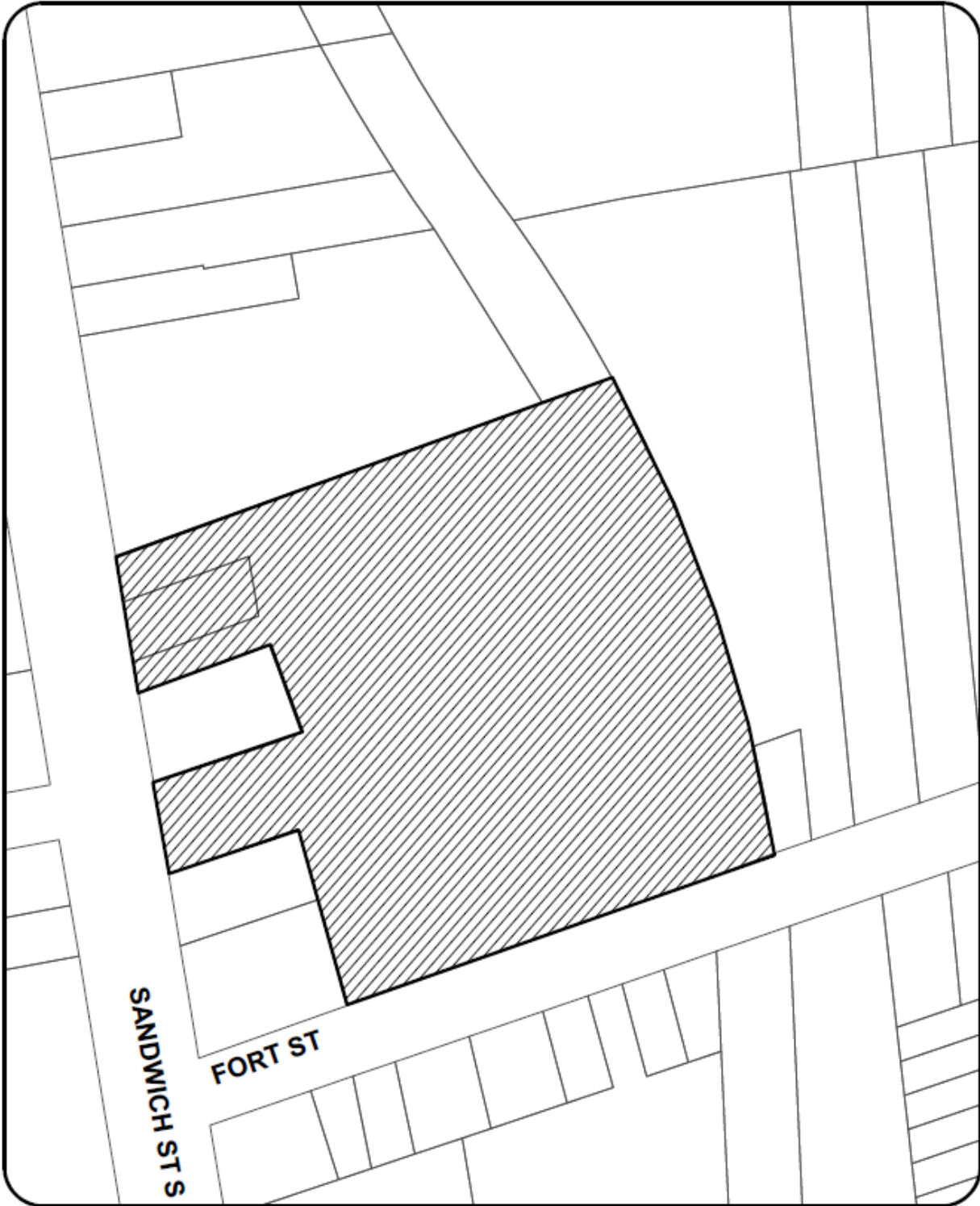
### 2. IMPLEMENTATION AND INTERPRETATION

This document will be implemented by the Town of Amherstburg by enacting an

appropriate amendment to the Zoning By-law of the Town of Amherstburg and enacted a Site Plan Control Agreement.

DRAFT

**OPA No. 8  
Schedule "A"**



**CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2018-44**

**By-law to amend Zoning By-law No. 1999-52  
83 Sandwich Street South, Amherstburg**

---

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

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

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

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

1. Schedule "A", Map 37 of By-law 1999-52, as amended, is hereby amended by changing the zone symbol on those lands shown as "Zone Change from CG-2 and RO to CG-12" on Schedule "A" attached hereto and forming part of this By-law from "Special Provision Commercial General (CG-2) Zone" and "Residential Office (RO) Zone" to "Special Provision Commercial General (CG-12) Zone".
2. THAT Section 15(4) of By-law 1999-52, as amended, is hereby amended by adding a new subsection (l) as follows;

"(l) CG-12 (83 Sandwich Street South)

Notwithstanding any other provisions of this By-law to the contrary including Section 3(23), within any area zoned CG-12 on Schedule "A" hereto, the zone requirements of Section 15 of the By-law shall apply with the exception of the following:

- |        |  |                      |
|--------|--|----------------------|
| (i)    | Frontage on Sandwich Street  | 30 m contiguous      |
| (ii)   | Front Yard Depth (Minimum)   | 6 m from the street  |
| (iii)  | Interior Side Yard Width (Minimum)   | 6 m                  |
| (iv)   | Exterior Side Yard Depth (Minimum)   | 3 m from Fort Street |
| (v)    | Rear Yard Depth (Minimum)  | 7 m                  |
| (vi)   | Minimum Widths for Landscaped Planting Strips  |                      |
|        | Abutting Sandwich Street   | 6 m                  |
|        | Abutting Fort Street   | 3 m                  |
|        | Abutting East Boundary   | 0 m                  |
|        | Abutting Existing Residential Interior Side Yards  | 3 m                  |
|        | Abutting all other boundaries  | 3 m                  |
| (vii)  | Loading Spaces Required  | 1                    |
| (viii) | Notwithstanding Section 3(21)(c) the minimum number of parking spaces required shall be 211. |                      |

- (ix) Location of Parking  
Access and limited front yard parking shall be permitted on Lot 14 and Part Lot 15, subject to the required landscaped planting strips as provided for in Subsection (vi). No access will be permitted from Part Lot 12.
- (x) An outdoor patio associated with a restaurant shall be permitted on lands adjoining a residential zone class with a maximum gross area of 44 sq m. All other provisions in Section 3(20) shall apply.
- (xi) Lot Area 1.5 hectares”

3. THAT all other appropriate regulations for the use of land and the character, location and use of buildings and structures conforms to the regulations of the Commercial General Zone, as applicable and all other general provisions or regulations of By-law 1999-52, as amended from time to time.

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

Read a first, second and third time and finally passed this 14<sup>th</sup> day of May, 2018.

---

MAYOR- ALDO DICARLO

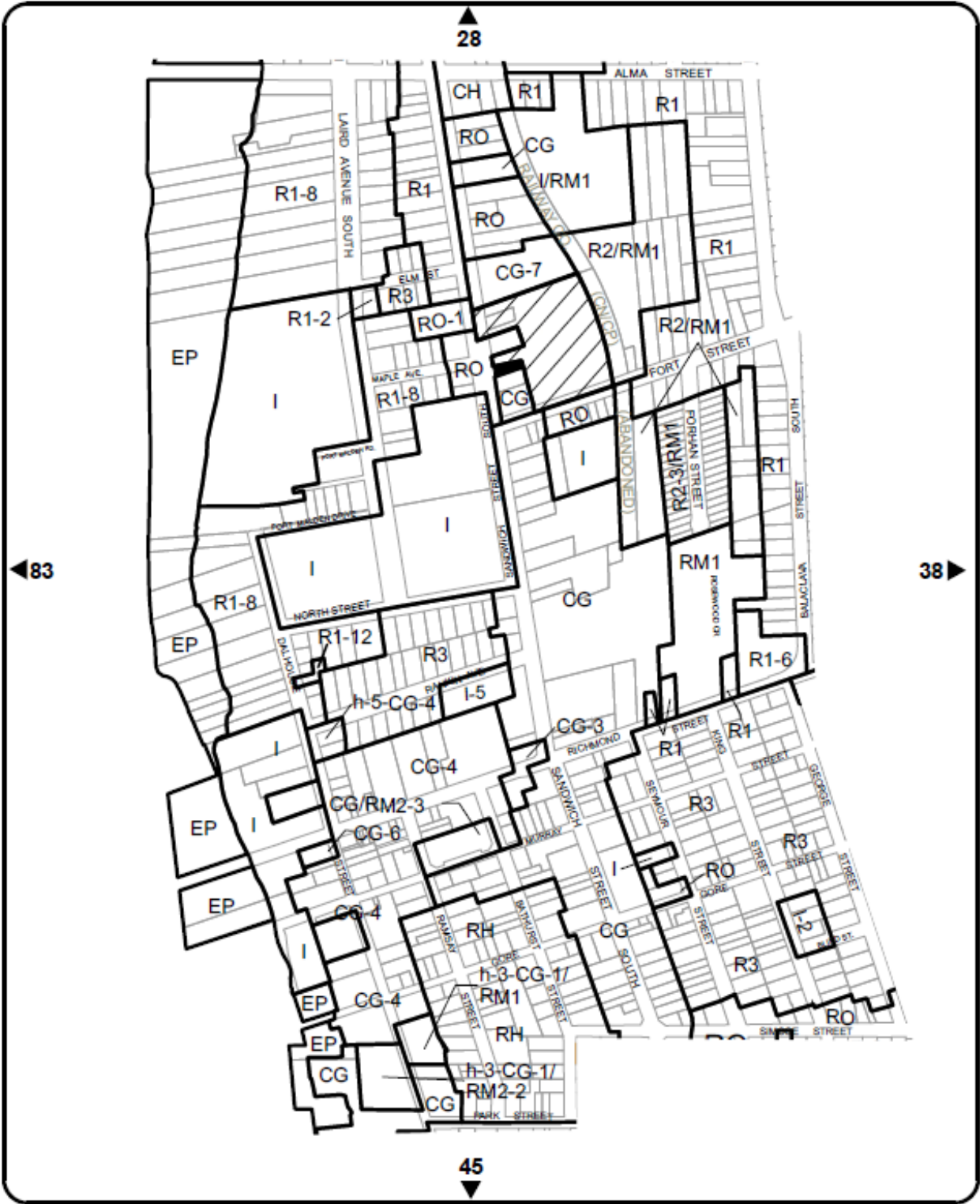
---

CLERK- PAULA PARKER





**TOWN OF AMHERSTBURG**

SCHEDULE "A" TO BY-LAW No. 2018-44  
 A BY-LAW TO AMEND BY-LAW No. 1999-52



**SCHEDULE 'A'**  
 ZONING BY-LAW NO. 1999-52  
**MAP 37**

**CG-2 to CG-12**   
**RO to CG-12** 

MAYOR- ALDO DICARLO

CLERK- PAULA PARKER



regs@erca.org  
P.519.776.5209  
F.519.776.8688

360 Fairview Avenue West  
Suite 311, Essex, ON N8M 1Y6

April 25, 2018

Ms. Rebecca Belanger, Manager of Planning Services  
Town of Amherstburg  
271 Sandwich St. S.  
Amherstburg ON N9A 4L2

Dear Ms. Belanger:

RE: Applications for Official Plan and Zoning By-law Amendment OPA-ZBA  
83 SANDWICH ST S  
ARN 372926000002300; PIN: 705530101  
Applicant: Mikhail Holdings Ltd

The following is provided for your information and consideration as a result of our review of the Notice of Public Meeting to Consider Applications for Official Plan Amendment OPA and Zoning By-law Amendment ZBA.

## **NATURAL HAZARD POLICIES OF THE PPS, 2014**

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 Regulations under the *Conservations Authorities Act*, (Ontario Regulation No. 158/06).

## **WATER RESOURCES MANAGEMENT**

We would recommend that the municipality ensure that the release rate for the future development is controlled to the capacity available in the existing storm sewers/drains. In addition, that stormwater quality and stormwater quantity are addressed up to and including the 1:100 year storm event and be in accordance with the guidance provided by the Stormwater Management Planning and Guidance Manual, prepared by the Ministry of the Environment (MOE, March 2003) and any other Municipal requirements (e.g., Development Standards Manual). We further recommend that the stormwater management analysis be completed to the satisfaction of the Municipality.

We do not require further consultation on this file with respect to stormwater management.

Ms. Belanger  
April 25, 2018

**NATURAL HERITAGE POLICIES OF THE PPS 2014**

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.

**FINAL RECOMMENDATION**

We have no objections to this application for Official Plan Amendment or Zoning By-law Amendment.

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,



Corinne Chiasson  
*Resource Planner*  
/cor





**83 SANDWICH STREET  
AMHERSTBURG, ONTARIO  
CONCEPTUAL ELEVATIONS**

**04/10/18  
SKEO 1**



**"Old Chicago"  
Premier Plus  
Size Brick**

**Asphalt  
Shingles**

**Hardi Plank  
Exterior  
Board and  
Trim**

**White  
Aluminum  
Storefront**

**Painted  
Cornice**

**Limestone Sill**

**Painted  
Cornice**

**"Old Chicago"  
Premier Plus  
Size Brick**



**Limestone Sill**

CONCEPTUAL ELEVATIONS - NOT FOR CONSTRUCTION

FINAL ELEVATIONS MUST BE REVIEWED AND APPROVED BY THE WENDY'S COMPANY PRIOR TO PROCEEDING WITH DESIGN/WORKING DRAWINGS  
VERIFY EXISTING CONDITIONS - ELEVATIONS MAY NEED TO BE ADJUSTED ACCORDING TO ACTUAL BUILDING CONDITIONS



**83 SANDWICH STREET  
AMHERSTBURG, ONTARIO  
CONCEPTUAL ELEVATIONS**

**04/10/18  
SKE02**



CONCEPTUAL ELEVATIONS - NOT FOR CONSTRUCTION

FINAL ELEVATIONS MUST BE REVIEWED AND APPROVED BY THE WENDY'S COMPANY PRIOR TO PROCEEDING WITH DESIGN/WORKING DRAWINGS  
VERIFY EXISTING CONDITIONS - ELEVATIONS MAY NEED TO BE ADJUSTED ACCORDING TO ACTUAL BUILDING CONDITIONS

May 10, 2018

Mark Galvin  
Director of Planning  
Town of Amherstburg  
271 Sandwich Street South  
Amherstburg, ON  
N9V 2A5

Dear Mr. Galvin:

**RE: COMMENT LETTER – 83 SANDWICH STREET OPA & ZBA  
83 SANDWICH STREET, AMHERSTBURG  
OUR FILE: 07159**

---

On behalf of our client, Sobeyes Capital Incorporated, we are writing in regards to the Official Plan and Zoning By-law Amendments proposed for the lands municipally known as 83 Sandwich Street. Our clients are existing tenants on the subject lands and have concerns relating to the functionality of the site once a drive-through restaurant is introduced. As such, we submit the following comments.

The purpose of the Official Plan Amendment is to permit the addition of a drive-through restaurant as a permitted use in addition to requiring a maximum setback of 25m for commercial development from the front lot line. Our clients do not have an issue with permitting restaurant on the property, however, they do have concerns with permitting a drive-through in association with the restaurant. More specifically, it appears the access from Sandwich Street is being altered to accommodate the drive-through component and our client is concerned with this revised access as it is anticipated that it will be highly utilized, and we believe vehicles exiting the drive-through will be potentially be in conflict with those entering the subject lands from Sandwich Street. Further, it is understood that this access is utilized by delivery trucks and there is a concern of conflicting movements between general customers and daily operations associated with the existing Sobeyes food store. As such, we request Town staff give careful consideration to adding a drive-through on this property when the Official Plan clearly intended there not be such a use.

Based on our understanding, the proposed Zoning By-law Amendment is seeks to rezone the subject lands from “Special Provision Commercial General (CG-2 -Zone)” and “Residential Office (RO) Zone” to Special Provision Commercial General (CG-12) Zone”. The new zone would reduce the required interior side yard abutting a residential zone, reduce the minimum width for landscape planting strips abutting existing residential interior side yard and reduce the required parking to a minimum of 211 parking

spaces on the subject lands. Furthermore, an amendment to Section 3 (20) is required in order to permit an outdoor patio adjacent to a residential zone.

As noted above, our clients have questions regarding the functionality of the subject lands with the proposed location of the drive-through restaurant. Furthermore, we have concerns with regards to a minimum of 211 parking spaces being permitted for the subject lands given the existing 40,000 sq.ft Sobeys and future retail expansion area of 12,000 sq.ft. Should our clients building expand as illustrated on the site plan, a minimum of 194 parking spaces would be required based on current parking rates (1 per 25 sq m). Should a minimum of 211 parking spaces be permitted, only 17 parking spaces would be available to accommodate the drive-through restaurant in addition to the area identified as future development. This is of concern given that the documents provided in the public meeting package included minimal discussion in relation to the parking reduction and no formal justification was provided.

To summarize, our client is concerned with this proposal for the following reasons:

- The Official Plan does not contemplate a drive-through use on the subject lands;
- The revised access point in conjunction with the exiting vehicles from the proposed drive-through create potential conflicting vehicular movements in close proximity to the street;
- The revised access point in conjunction with the exiting vehicles from the proposed drive-through creates potential conflicts with the daily loading operations;
- The parking reduction requested lacks justification considering the future expansion of the Sobeys food store in addition to the area identified as future development.

We strongly request that our concerns are addressed prior to Town Council adopting the proposed Official Plan and Zoning By-law Amendments especially since an amendment to the Site Plan Agreement for the Sobeys would be required. We look forward to working with the Town throughout the planning process.

Should you have any questions, please do not hesitate to contact me.

Thank you.

Yours truly,

**MHBC**



Oz Kemal, BES, MCIP, RPP  
Partner

cc: *Rebecca Belanger*  
*Clerks Office*  
*Scott Doan*  
*Christine Yee*