



**TOWN OF AMHERSTBURG
COUNCIL MEETING
AGENDA**

Monday, June 25, 2018

6:00 PM

Council Chambers

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

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

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.

Pages

1. CALL TO ORDER

2. SPECIAL IN-CAMERA COUNCIL MEETING

That Council move into an In-Camera Meeting of Council at 3:30 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reasons:

Item A - Update on Ontario Municipal Board Hearing - Boblo Developments -
Section 239(2)(e) - Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and, Section 239(2)(f) - Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Item B - Confidentiality - Section 239(3.1) - Education or Training Session.

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

(In-Camera Council Meeting Agenda Items)

4. **ADJOURNMENT OF IN-CAMERA COUNCIL MEETING**

5. **RESUMPTION OF REGULAR COUNCIL MEETING**

That Council resume Regular session at p.m.

6. **NATIONAL ANTHEM**

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

(Public Council Meeting Agenda Items)

8. **MINUTES OF PREVIOUS MEETING**

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

8.1	Special Council Meeting Minutes - Planning - June 11, 2018	10
8.2	Regular Council Meeting Minutes - June 11, 2018	12
8.3	Special Council Meeting Minutes - June 14, 2018	27

9. DELEGATIONS

There are no Delegations.

10. REPORTS – POLICE SERVICES

There are no reports.

11. REPORTS – CORPORATE SERVICES

11.1 2018 Water and Wastewater Budget Approval

30

It is recommended that:

1. The report from the Treasurer dated June 11, 2018, regarding 2018 Water and Wastewater Budget Approval **BE RECEIVED**;
2. The 2018 Water Budget (operating and capital) **BE ADOPTED**;
3. The 2018 Wastewater Budget (operating and capital) **BE ADOPTED**;
4. A Water user rate increase of 5% **BE IMPLEMENTED** effective August 1, 2018;
5. A Wastewater user rate increase of 1.3% **BE IMPLEMENTED** effective August 1, 2018; and,
6. **By-law 2018-72** being a By-law for Fixing Rates for the Supply of Water and for Fixing Rates for the Collection and Treatment of Wastewater be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

12. REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

12.1 Parks Canada 2018 Agreement – Canada Day

37

It is recommended that:

1. The report from the Manager of Tourism and Culture dated June 11, 2018, regarding the Parks Canada 2018 Agreement – Canada Day **BE RECEIVED**;
2. The Mayor and Clerk **BE AUTHORIZED** to sign the License of Occupation Agreement for the 2018 Canada Day event; and,
3. **By-law 2018 – 71** being a by-law to enter into an agreement between Fort Malden National Historic Site and the Corporation of the Town of Amherstburg be read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

13. REPORTS – ENGINEERING AND PUBLIC WORKS

13.1 Pickering Drive Phase 2 Watermain Replacement and Road Improvements (King St. to Fryer St.) - Tender Results

68

It is recommended that:

1. The report from the Manager of Engineering dated June 4, 2018, regarding the Pickering Drive Phase 2 Watermain Replacement and Road Improvements (King St. to Fryer St.) - Tender Results **BE RECEIVED**;
2. The tender **BE AWARDED** to SLR Contracting Group Inc. to complete the Pickering Drive Phase 2 Watermain Replacement and Road Improvements (King St. to Fryer St.) in an amount not to exceed \$893,218.00 plus H.S.T. and the Mayor and Clerk **BE AUTHORIZED** to execute an agreement for that purpose; and,
3. An over-expenditure not to exceed \$9,500 **BE APPROVED** for the Pickering Drive Phase 2 Road Improvements (King St. to Fryer St.) to be funded from taxation.

13.2 2018 Road Repairs Program Tender Results

78

It is recommended that:

1. The report from the Manager of Roads and Fleet dated June 12, 2018, regarding the 2018 Road Repairs Program Tender Results **BE RECEIVED**;
2. The 2018 Road Repairs Program Tender **BE AWARDED** to Nasci Construction Services Limited in the amount of \$140,270.00 plus H.S.T.; and,
3. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Nasci Construction Services Limited for completion of the 2018 Road Repairs Program.

13.3 LED Streetlight Conversion Additional Fixtures

84

It is recommended that:

1. The report from the Manager of Engineering dated June 8, 2018, regarding the LED Streetlight Conversion – Additional Fixtures **BE RECEIVED**;
2. Administration **BE AUTHORIZED** to extend the contract with Anchor Hydro (1903292 Ontario Inc.) in an amount not to exceed \$145,800 plus HST for supply and installation of 210 additional fixtures required to complete the LED Streetlight Conversion project, for a total contract value not to exceed \$1,332,556 plus HST;
3. A transfer of \$50,000 from the Working Capital reserve **BE APPROVED** toward funding the LED Streetlight Conversion project;
4. A transfer not to exceed \$1,256,009 from the Development Charge Reserve Fund **BE APPROVED** as a loan to internally finance the project; and,
5. The loan from the Development Charges Reserve Fund **BE REPAYED** through future budget transfers.

14. REPORT – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

14.1 Encroachment Request – 238 Dalhousie Street

90

It is recommended that:

1. The report from the Manager of Licensing and Enforcement dated June 7, 2018 regarding Encroachment Request - 238 Dalhousie Street **BE RECEIVED**; and,
2. Administration **BE DIRECTED** to enter into an Encroachment Agreement with the Owner of 238 Dalhousie Street to allow for a patio extension.

14.2 Temporary Extension for Liquor Sales for the 'Amherstburg Uncommon' Event

97

It is recommended that:

1. The report from the Manager of Licensing and Enforcement dated June 7, 2018, regarding a Temporary Extension Application for Liquor Sales for the 'Amherstburg Uncommon' Event **BE RECEIVED**; and,
2. That Administration **BE DIRECTED** to advise the Alcohol and Gaming Commission of Ontario (AGCO) that Council has no objection to the proposed temporary extension of the licensed area for the following businesses; The Beacon Alehouse, 239 Dalhousie St, Amherstburg Artisan Grill, 269 Dalhousie St, Amherstburg

14.3 Zoning By-law Amendment for 433 Sandwich St S

101

It is recommended that:

1. The report from the Manager of Planning Services dated June 12, 2018, regarding the proposed Zoning By-law Amendment for 433 Sandwich St S, **BE RECEIVED**; and,
2. **By-law 2018-62** 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.

14.4 Amending Subdivision Agreement for Meadow View Estates

116

It is recommended that:

1. The report from the Manager of Planning Services dated June 11, 2018 regarding Amending Subdivision Agreement for Meadow View Estates **BE RECEIVED**;
2. The amending Subdivision Agreement between the Town and 1352120 Ontario Limited (Developer) for Meadow View Estates addressing model home permits, oversizing repayment and cash in lieu of parkland dedication **BE APPROVED**; and,
3. **By-law 2018-35** being a by-law to Authorize the Signing of an Amending Subdivision Agreement be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign the same.

15. REPORTS - CAO's OFFICE

15.1 Appointment of Proxy Holder for Essex Power Corporation's Annual Shareholder's Meeting

128

It is recommended that:

1. The report from the Deputy Clerk dated June 15, 2018, regarding Appointment of Proxy Holder for Essex Power Corporation's Annual Shareholder's Meeting **BE RECEIVED**;
2. Mayor Aldo DiCarlo **BE APPOINTED** proxy holder for the Town of Amherstburg for Essex Power Corporation's Annual Shareholder's Meeting;
3. Bill Wark **BE APPOINTED** as the alternate proxy holder for the Town of Amherstburg for Essex Power Corporation's Annual Shareholder's Meeting; and,
4. The Clerk **BE AUTHORIZED** to sign all necessary proxy forms to implement this resolution and forward them to Essex Power Corporation as required.

16. INFORMATION REPORTS

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

16.1 Monthly Fire Department Activity Report – May 2018 132

17. CONSENT CORRESPONDENCE

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

17.1 Cross-Country Consultations on Air Passenger Rights and the Aviation Ecosystem - National Airlines Council of Canada 137

18. CONSENT OTHER MINUTES

That the following minutes **BE RECEIVED**:

18.1 Co-An Park Meeting Minutes - May 10, 2018 142

19. UNFINISHED BUSINESS

19.1 Unfinished Business Lists as at June 25, 2018 150

20. NEW BUSINESS

21. REPORT OUT FROM IN CAMERA SESSION

22. NOTICE OF MOTION

There are no Notices of Motion.

23. BY-LAWS

23.1 By-law 2018-73 - Confirmatory By-law

156

That **By-law 2018-73** being a by-law to confirm all resolutions of the Municipal Council Meetings held June 14th and 25th, 2018, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

24. SPECIAL IN-CAMERA COUNCIL MEETING

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

Item C - Belle Vue Fundraising - Section 239(2)(b) - Personal matters about an identifiable individual, including municipal or local board employees; and, Section 239(2)(j) - A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value.

Item D - Police Contract Negotiations - Section 239(2)(k) - A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Item E - Update - Council Report 20180423-C - Section 239(2)(c) - A proposed or pending acquisition or disposition of land by the municipality or local board.

25. ADJOURNMENT OF IN-CAMERA COUNCIL MEETING

26. RESUMPTION OF REGULAR COUNCIL MEETING

That Council resume Regular session at p.m.

27. ADJOURNMENT

That Council rise and adjourn at p.m.



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

**Monday, June 11, 2018
5:30 PM**

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

MINUTES

PRESENT

Mayor Aldo DiCarlo
Deputy Mayor Bart DiPasquale
Councillor Joan Courtney
Councillor Rick Fryer
Councillor Jason Lavigne
Councillor Diane Pouget

Giovanni (John) Miceli, CAO
Paula Parker, Municipal Clerk

ABSENT

Councillor Leo Meloche

CALL TO ORDER

The Mayor called the meeting to order at 5:34 p.m.

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

SPECIAL PLANNING REPORTS

3.1 Statutory Public Meeting for a Zoning By-law Amendment - 433 Sandwich Street South

The Manager of Planning Services provided Council with an overview of the Zoning By-law Amendment at 433 Sandwich Street South and answered questions.

Resolution # 20180611-193

Moved By Deputy Mayor DiPasquale
Seconded By Councillor Fryer

That:

- 1. The report from the Manager of Planning Services dated May 24, 2018, regarding the Zoning By-law Amendment at 433 Sandwich St S BE RECEIVED; and,**
- 2. Pending Council consideration of written and oral comments received at this public meeting, By-law 2018-62 to Amend Zoning By-law 1999-52 BE CONSIDERED at a future Regular Council Meeting.**

The Mayor put the Motion.

Motion Carried

ADJOURNMENT

Moved By Councillor Fryer
Seconded By Councillor Pouget

That Council rise and adjourn at 5:41 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

MUNICIPAL CLERK – PAULA PARKER



**TOWN OF AMHERSTBURG
REGULAR COUNCIL MEETING**

**Monday, June 11, 2018
6:00 PM**

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

MINUTES

PRESENT

Mayor Aldo DiCarlo
Deputy Mayor Bart DiPasquale
Councillor Joan Courtney
Councillor Rick Fryer
Councillor Jason Lavigne
Councillor Diane Pouget

Giovanni (John) Miceli, CAO
Paula Parker, Municipal Clerk

ABSENT

Councillor Leo Meloche

CALL TO ORDER

The Mayor called the meeting to order at 6:03 p.m.

MOMENT OF SILENCE

The Mayor replaced the National Anthem with a Moment of Silence in honour of Councillor Meloche's wife, Aline Desmarchais, who passed away on June 6, 2018.

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

MINUTES OF PREVIOUS MEETING

Resolution # 20180611-194

Moved By Councillor Lavigne
Seconded By Councillor Pouget

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

- 4.1 Regular Council Meeting Minutes - May 14, 2018**
- 4.2 Special In-Camera Council Meeting Minutes - May 14, 2018**
- 4.3 Special Council Meeting Minutes - Planning - May 28, 2018**
- 4.4 Regular Council Meeting Minutes - May 28, 2018**
- 4.5 Special In-Camera Council Meeting Minutes - May 28, 2018**

The Mayor put the Motion.

Motion Carried

Item # 6.1 was moved forward.

PRESENTATIONS

- 6.1 Audit Findings Report for the year ended December 31, 2017 - Cynthia Swift and Alison Piccolo , KPMG LLP**

Item # 8.1 was moved forward.

Resolution # 20180611-195

Moved By Councillor Fryer
Seconded By Councillor Courtney

That:

1. **The presentation BE RECEIVED;**
2. **The report from the Supervisor of Accounting dated May 23, 2018 regarding Audited Consolidated Financial Statements for the year ended December 31, 2017 BE RECEIVED;**
3. **The Audited Consolidated Financial Statements for the year ended December 31, 2017 BE APPROVED;**
4. **The Audit Findings Report of KPMG for the year ended December 31, 2017 BE ACCEPTED; and,**
5. **Administration BE AUTHORIZED to post the 2017 Consolidated Financial Statements on the Town's Website.**

The Mayor put the Motion.

Motion Carried

DELEGATIONS

5.1 Input into the Use of Former Duffy's Property in the Parks Master Plan - Brian Beattie and Kevin Sprague, AMA Sportsmen Association

Resolution # 20180611-196

Moved By Councillor Fryer
Seconded By Councillor Pouget

That the delegation BE RECEIVED.

The Mayor put the Motion.

Motion Carried

5.2 Centennial Park Baseball Diamond Relocation Process - Mary Lippert, Amherstburg Minor Baseball

Resolution # 20180611-197

Moved By Councillor Lavigne
Seconded By Councillor Fryer

That the delegation BE RECEIVED.

The Mayor put the Motion.

Motion Carried

PRESENTATIONS

6.1 Audit Findings Report for the year ended December 31, 2017 - Cynthia Swift and Alison Piccolo , KPMG LLP

As dealt with above.

6.2 Amherstburg Parks Master Plan - Steve Langlois, Principal Planner, Monteith Brown Planning Consultants

Item # 11.7 and # 17.1 were moved forward.

Resolution # 20180611-198

Moved By Councillor Courtney
Seconded By Councillor Pouget

That:

- 1. The presentation BE RECEIVED;**
- 2. The report from the Chief Administrative Officer and the Manager of Planning Services dated May 24, 2018 regarding the Draft Parks Master Plan BE RECEIVED;**
- 3. The Draft Parks Master Plan BE PRESENTED for information and consideration;**
- 4. The Parks Master Plan BE CONSIDERED by Council for approval at the August 13, 2018 Council meeting;**
- 5. The Parks and Recreation Advisory Committee (Draft) Meeting Minutes of May 23, 2018 BE RECEIVED;**

The Mayor put the Motion.

REPORTS – POLICE SERVICES

There were no reports.

REPORTS – CORPORATE SERVICES

8.1 Audited Consolidated Financial Statements for the year ended December 31, 2017

As dealt with above in item # 6.1.

REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

There were no reports.

REPORTS – ENGINEERING AND PUBLIC WORKS

There were no reports.

REPORTS – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

11.1 Heritage Rebate Applications for the 2017 Calendar Year

Resolution # 20180611-199

Moved By Councillor Lavigne
Seconded By Councillor Pouget

That:

- 1. The report from the Chief Building Official dated May 28, 2018, regarding the Heritage Rebate Applications for the 2017 Calendar Year BE RECEIVED; and,**
- 2. The application for Heritage Tax Rebate for the properties listed below BE APPROVED for the 2017 tax year:**

- **459 Dalhousie Street (New asphalt shingles and window replacement at the rear of the building)**

The Mayor put the Motion.

Motion Carried

11.2 Amending By-law to Update the Site Plan Control Requirements for the Town of Amherstburg

Resolution # 20180611-200

Moved By Councillor Fryer

Seconded By Deputy Mayor DiPasquale

That:

1. **The report from the Manager of Planning Services dated May 17, 2018, regarding an Amending By-law to Update the Site Plan Control Requirements for the Town of Amherstburg, BE RECEIVED; and,**
2. **By-law 2018-51 being a by-law to Designate a Site Plan Control area 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.**

The Mayor put the Motion.

Motion Carried

11.3 Development Agreement for 33 Concession 3 N

Resolution # 20180611-201

Moved By Councillor Fryer

Seconded By Councillor Lavigne

That:

1. **The report from the Manager of Planning Services dated May 28, 2018, regarding the Development Agreement for 33 Concession 3 N BE RECEIVED;**
2. **The Site Plan and Development Agreement for 33 Concession 3 N BE APPROVED; and,**
3. **By-law 2018-64 being a by-law to authorize the Signing of a Development Agreement be taken as having been read three times and**

finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same.

The Mayor put the Motion.

Motion Carried

11.4 Development Agreement for 7525 Howard Avenue

Resolution # 20180611-202

Moved By Deputy Mayor DiPasquale

Seconded By Councillor Fryer

That:

- 1. The report from the Manager of Planning Services dated May 24, 2018, regarding the Development Agreement for 7525 Howard Avenue BE RECEIVED;**
- 2. The Site Plan and Development Agreement for 7525 Howard Avenue BE APPROVED; and,**
- 3. By-law 2018-46 being a by-law to Authorize the Signing of a Development Agreement be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same.**

The Mayor put the Motion.

Motion Carried

11.5 Zoning By-law Amendment for 191 Concession 3 N

Resolution # 20180611-203

Moved By Councillor Fryer

Seconded By Councillor Lavigne

That:

- 1. The report from the Manager of Planning Services dated May 29, 2018, regarding the proposed Zoning By-law Amendment for 191 Concession 3 N, BE RECEIVED; and,**
- 2. By-law 2018-59 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 Mayor put the Motion.

Motion Carried

11.6 Zoning By-law Amendment for 4365 Concession 4 N

Resolution # 20180611-204

Moved By Councillor Lavigne

Seconded By Councillor Courtney

That:

1. **The report from the Manager of Planning Services dated May 29, 2018, regarding the proposed Zoning By-law Amendment for 4365 Concession 4 N, BE RECEIVED; and,**
2. **By-law 2018-54 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 Mayor put the Motion.

Motion Carried

11.7 Draft Parks Master Plan

As dealt with above in item # 6.2.

REPORTS - CAO's OFFICE

12.1 Committee Member Reappointment – Parks and Recreation Advisory Committee

Resolution # 20180611-205

Moved By Councillor Pouget

Seconded By Deputy Mayor DiPasquale

That:

1. **The report from the Deputy Clerk dated May 28, 2018, regarding Committee Member Reappointment – Parks and Recreation Advisory Committee BE RECEIVED; and,**

2. **Rosa White, BE REAPPOINTED as a Committee member on the Parks and Recreation Advisory Committee for the remainder of the 2014-2018 Term of Committees ending on November 30, 2018.**

The Mayor put the Motion.

Motion Carried

12.2 Lam Duck Provisions

Councillor Fryer called for a Point of Order on Councillor Pouget's innuendos that Administration will spend frivolously if the Lam Duck Provisions are adopted as presented.

Councillor Pouget called for a Point of Order on Councillor Fryer's language and he is worse than her.

Resolution # 20180611-206

Moved By Councillor Lavigne
Seconded By Councillor Fryer

That:

1. **The report from the Municipal Clerk dated May 15, 2018 regarding Lam Duck Provisions BE RECEIVED;**
2. **Authority BE DELEGATED to the Chief Administrative Officer or delegate for the 2018 period during which a "lame duck" Council is in effect, pursuant to section 275 of the Municipal Act, 2001, S.O. 2001, c.25, to address matters as follows:**
 - **The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and,**
 - **Making any unbudgeted expenditures or incurring any other liability which exceeds \$50,000;**
3. **The Chief Administrative Officer or delegate consult with the Town Solicitor and, where appropriate, the Director of Corporate Services or designate prior to exercising that delegated authority;**
4. **The Chief Administrative Officer or delegate BE DIRECTED TO ADVISE Council in writing prior to exercising the delegated authority; and,**

5. **By-law 2018-67 being a by-law to authorize the delegated authority for restricted acts during “lame duck” period be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.**

The Mayor put the Motion.

	Yes/Concur	No/Not Concur
Councillor Courtney		X
Deputy Mayor DiPasquale	X	
Councillor Fryer	X	
Councillor Lavigne	X	
Councillor Meloche	ABSENT	ABSENT
Councillor Pouget		X
Mayor DiCarlo	X	

Motion Carried

INFORMATION REPORTS

Resolution # 20180611-207

Moved By Councillor Fryer
Seconded By Councillor Lavigne

That the following information reports BE RECEIVED:

- 13.1 **2017 Year- End Financial Ratios and Indicators**
- 13.2 **Accounts Payable for the Month of May 2018**
- 13.3 **Monthly Activity Report – APSB Meeting of April 17, 2018**

The Mayor put the Motion.

Motion Carried

Moved By Councillor Courtney
Seconded By Councillor Pouget

That the Rules of Order BE WAIVED to allow Michael Prue to address Council.

The Mayor put the Motion.

Motion Carried

Mr. Prue, Treasurer, Belle Vue Conservancy, addressed Council regarding item # 13.2 – Accounts Payable for the Month of May 2018. Mr. Prue sought clarification regarding 4 expenditures on the accounts payable listing in relation to Belle Vue.

The Treasurer provided clarification and the Chief Administrative Officer advised that a report will be brought to Council with respect to the Amherstburg Community Foundation.

CONSENT CORRESPONDENCE

Resolution # 20180611-208

Moved By Councillor Fryer
Seconded By Deputy Mayor DiPasquale

That the following consent correspondence BE RECEIVED:

- 14.1 Traffic Volumes on Highway 3 - Letter to Tom Bain from the Ministry of Transportation**
- 14.2 Cannabis Grace Period Request - City of Quinte West Resolution**
- 14.3 Strays on Streetcorners Fundraiser - Windsor Essex County Humane Society**

The Mayor put the Motion.

Motion Carried

Resolution # 20180611-209

Moved By Councillor Pouget
Seconded By Councillor Fryer

Item # 14.2 – That a letter BE SENT in support of the City of Quinte West’s resolution regarding their request that a 6 month grace period be enacted once the cannabis legislation passes to ensure that municipal law enforcement officers and the OPP are adequately trained to enforce the legislation.

The Mayor put the Motion.

Motion Carried

CORRESPONDENCE

15.1 Emancipation Day - August 1, 2018

Resolution # 20180611-210

Moved By Councillor Lavigne
Seconded By Councillor Fryer

That:

- 1. The correspondence dated May 16, 2018 from the Amherstburg Freedom Museum regarding Emancipation Day BE RECEIVED; and,**
- 2. August 1, 2018 BE PROCLAIMED as Emancipation Day in the Town of Amherstburg.**

The Mayor put the Motion.

Motion Carried

CONSENT OTHER MINUTES

Resolution # 20180611-211

Moved By Councillor Fryer
Seconded By Deputy Mayor DiPasquale

That the following minutes BE RECEIVED:

- 16.1 Parks and Recreation Advisory Committee Minutes - March 21, 2018**
- 16.2 Parks and Recreation Advisory Committee Minutes - May 9, 2018**

The Mayor put the Motion.

Motion Carried

OTHER MINUTES

17.1 Parks and Recreation Advisory Committee Minutes - May 23, 2018

As dealt with above in item # 6.2.

17.2 Drainage Board Meeting Minutes - June 5, 2018

Resolution # 20180611-212

Moved By Councillor Fryer

Seconded By Councillor Lavigne

That:

1. **The Drainage Board Meeting Minutes of June 5, 2018 BE RECEIVED;**
2. **The appointment of the firm Rood Engineering Inc. for the repair and improvement to the Sam Paquette Drain, as recommended by the Drainage Board BE APPROVED; and,**
3. **The appointment of the firm Rood Engineering Inc. for the repair and improvement to the Langlois Drain, as recommended by the Drainage Board BE APPROVED.**

The Mayor put the Motion.

Motion Carried

UNFINISHED BUSINESS

1. Councillor Fryer asked when the road reassessment on Angstrom Crescent will be complete.

The Director of Engineering and Public Works advised Council that the report is with her and the plan is to provide some options with respect to road repairs and reconstruction as well as information regarding issues they are currently facing with the Roads Needs Study. She further advised Council that she is targeting this report to be before Council at the July meeting.

2. Councillor Fryer advised Council that he continues to get calls regarding the street sweeper schedule. He advised that some roads don't have a regular schedule while others roads, such as those in the downtown core, see the sweeper twice daily.

The Director of Engineering and Public Works advised that a report and the schedule were brought to Council last year and the schedule can be brought back once again if Council wishes. She stated that there was a motion from the previous Council to sweep the downtown core on a weekly basis and then rotate other areas and further, if the schedule isn't being adhered to, a review of the GPS will indicate that.

3. Councillor Pouget asked for an update with respect to filling in the rural rumble strips.

The Director of Engineering of Public Works advised Council that the County has ordered the stops signs and the flashing lights, as well as the locates to install bigger posts for the stop signs. She advised that the County is awaiting completion of the locates and until the alternative measures are installed, the Town cannot move forward with filling in the rumble strips.

NEW BUSINESS

There was no New Business brought forward.

REPORT OUT FROM IN CAMERA SESSION – May 28, 2018

Council met on May 28th, 2018, for a Special In-Camera Meeting at 7:38 p.m. and discussed (1) item as provided for under Section 239 of the Municipal Act:

ITEM A - Ombudsman Preliminary Report heard under Section 239(3)(b) of the Act. There is nothing further to report at this time.

NOTICE OF MOTION

There were no Notices of Motion.

BY-LAWS

22.1 By-law 2018-68 - Confirmatory By-law

Resolution # 20180611-213

Moved By Councillor Fryer

Seconded By Councillor Lavigne

That By-law 2018-68 being a by-law to confirm all resolutions of the Municipal Council Meetings held June 11th, 2018, be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Mayor put the Motion.

Motion Carried

ADJOURNMENT

Moved By Deputy Mayor DiPasquale
Seconded By Councillor Lavigne

That Council rise and adjourn at 8:27 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

MUNICIPAL CLERK – PAULA PARKER



**TOWN OF AMHERSTBURG
SPECIAL COUNCIL MEETING**

**Thursday, June 14, 2018
3:00 PM**

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

MINUTES

PRESENT

Mayor Aldo DiCarlo
Deputy Mayor Bart DiPasquale
Councillor Joan Courtney
Councillor Rick Fryer
Councillor Jason Lavigne
Councillor Leo Meloche
Councillor Diane Pouget

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

CALL TO ORDER

The meeting was called to order at 3:11 p.m.

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

Councillor Pouget declared a conflict of interest with respect to the Ontario Civilian Police Commission (OCPC) investigation due to her son-in-law being employed with the Windsor Police Service.

Deputy Mayor DiPasquale declared a conflict of interest with respect to the Ontario Civilian Police Commission (OCPC) investigation due to 3 members of his family being employed with the Windsor Police Service, one being his daughter.

Windsor Police Services - Ontario Civilian Police Commission (OCPC) investigation under s.25 of the *Police Services Act*

Councillor Pouget and Deputy Mayor DiPasquale removed themselves from discussion and voting on the matter.

The Chief Administrative Officer provided Council with an overview of a letter received on June 12, 2018, from the Associate Chair of the Ontario Civilian Police Commission (OCPC). He advised Council of the OCPC's public disclosure of an internal investigation within the Windsor Police Service.

Al Fredrick, Chief, Windsor Police Service, addressed Council and advised that the investigation is with respect to internal Human Resources issues in s. 25(a)&(b) of the Police Services Act and not s. 25(c). The investigation has nothing to do with the Windsor Police Service's ability to provide service in both Windsor and Amherstburg.

Drew Dilkens, Mayor, City of Windsor, and Chief Fredrick advised that the investigation is welcomed and will only make the Windsor Police Service better going forward with stronger internal policies.

Mayor Dilkens advised Council that the original letter addressed to the Windsor Police Service received in May from the OCPC requested that the investigation remain confidential. This was the only reason for nondisclosure to the Town of Amherstburg.

Resolution # 20180614-214

Moved By Councillor Lavigne
Seconded By Councillor Courtney

That the Town of Amherstburg is aware of the Windsor Police Service investigation by the Ontario Civilian Police Commission (OCP) and feels no need for a submission.

The Mayor put the Motion.

	Yes/Concur	No/Not Concur
Councillor Courtney	X	
Deputy Mayor DiPasquale	Pecuniary Interest	Pecuniary Interest
Councillor Fryer	X	
Councillor Lavigne	X	
Councillor Meloche	X	
Councillor Pouget	Pecuniary Interest	Pecuniary Interest
Mayor DiCarlo	X	

Motion Carried

ADJOURNMENT

Moved By Councillor Fryer
Seconded By Councillor Melcohe

That Council rise and adjourn at 3:41 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

MUNICIPAL CLERK – PAULA PARKER



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: June 11, 2018
Author's Phone: 519 736-0012 ext. 2259	Date to Council: June 25, 2018
Author's E-mail: jrousseau@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: 2018 Water and Wastewater Budget Approval

1. RECOMMENDATION:

It is recommended that:

1. The report from the Treasurer dated June 11, 2018, regarding 2018 Water and Wastewater Budget Approval **BE RECEIVED**;
2. The 2018 Water Budget (operating and capital) **BE ADOPTED**;
3. The 2018 Wastewater Budget (operating and capital) **BE ADOPTED**;
4. A Water user rate increase of 5% **BE IMPLEMENTED** effective August 1, 2018;
5. A Wastewater user rate increase of 1.3% **BE IMPLEMENTED** effective August 1, 2018; and,
6. **By-law 2018-72** being a By-law for Fixing Rates for the Supply of Water and for Fixing Rates for the Collection and Treatment of Wastewater be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

2. BACKGROUND:

On May 28, 2018 Council made the following resolution (#20180528):

1. The report from the Treasurer dated April 25, 2018, regarding 2018 Water and Wastewater Operating and Capital Budgets BE RECEIVED;
2. The 2018 Water and Wastewater Operating and Capital Budgets BE APPROVED IN PRINCIPLE;
3. 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,
4. The Edgewater Sewage Diversion Project –Forcemain Construction and Pump Station Upgrades Project BE CONSIDERED for approval in the 2018 Wastewater Budget”

3. DISCUSSION:

The 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 the expansion of the water and wastewater systems, as well as lifecycle replacement for existing capital assets.

Council approved these budgets in principle on May 28, 2018. This report seeks Council’s approval of the required By-Law to change the water and wastewater rates and to approve and adopt the 2018 Water and Wastewater Budgets.

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 water user rate increase for 2018 is recommended at 5%, and the proposed wastewater user rate increase for 2018 is recommended at 1.3%. The increases are in accordance with the long term financial stability plan outlined in the Town’s Asset Management Plan and are included in the 2018 Budget estimates.

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, with the current contract term starting in April 2016 and ending in December 2020.

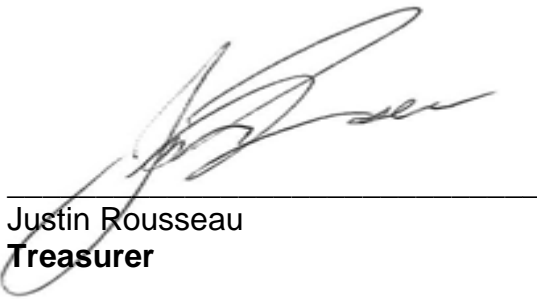
The 5% increase in water user rates would result in an average annual billing increase from \$458.00 to \$467.00 (or \$9). The projected 1.3% increase in wastewater user rates would result in an average annual billing increase from \$779 to \$785 (or \$6). These increases factor in both rate and flow 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, Manager of Engineering and Manager of Environmental Services were consulted.

7. CONCLUSION:

Adoption of By-law 2018-72 to set new water and wastewater rates and the 2018 Water and Wastewater Budgets will support operations in those areas for the 2018 year, and will to continue to build towards financial sustainability for those services.



Justin Rousseau
Treasurer

JR

Report Approval Details

Document Title:	2018 Water and Wastewater Budget Approval .docx
Attachments:	- By-law 2018-72 Water and Wastewater rates.doc
Final Approval Date:	Jun 19, 2018

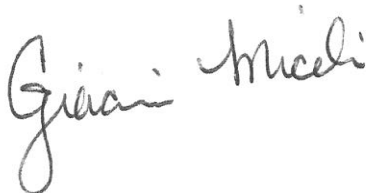
This report and all of its attachments were approved and signed as outlined below:



Cheryl Horrobin - Jun 15, 2018 - 8:09 AM



Mark Galvin - Jun 15, 2018 - 11:55 AM



John Miceli - Jun 18, 2018 - 10:50 AM



Paula Parker - Jun 19, 2018 - 2:33 PM

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-72

Being a By-law for fixing rates for the supply of water and for fixing rates for the collection and treatment of wastewater

WHEREAS Section 391 of the *Ontario Municipal Act, 2001*, authorizes a municipality to pass By-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it;

AND WHEREAS the Council deems it appropriate and beneficial to set such water and wastewater rates, and amend those rates from time to time;

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

1. The rates for customers supplied potable water by the Town of Amherstburg for the period August 1, 2018 up to and including December 31, 2018 shall be at the usage rate and base monthly charge rate as set out in Schedule "A" attached and forming part of this By-law.
2. The rates for customers supplied collection and treatment of wastewater by the Town of Amherstburg for the period August 1, 2018 up to and including December 31, 2018 shall be at the usage rate and base monthly charge rate as set out in Schedule "B" attached and forming part of this By-law.
3. The rates as set out in Schedule "A" and Schedule "B" attached shall continue in affect after December 31, 2018 until rescinded or amended.
4. The billing periods and due dates shall be as determined by the Treasurer.
5. By-law No. 2017-75 is hereby repealed.

Read a first, second and third time and finally passed this 25th day of June, 2018.

MAYOR – ALDO DiCARLO

CLERK – PAULA PARKER

SCHEDULE "A"

BY-LAW NO. 2018-72

USAGE RATE

A constant rate charge based on metered water use at \$1.13 per cubic metre.

WATER SERVICE CHARGE

A base monthly charge for each meter depending on water meter size in accordance with the following table:

Meter Size	Monthly Base Charge
5/8 inch	\$21.47
3/4 inch	\$21.47
1 inch	\$28.57
1 1/4 and 1 1/2 inches	\$35.75
2 inches	\$53.63
3 inches	\$70.25
4 inches	\$134.09
6 inches	\$427.54
8 and 10 inches	\$536.35

SCHEDULE "B"

BY-LAW NO. 2018-72

USAGE RATE

A constant rate charge based on metered water use at \$2.11 per cubic metre.

WASTEWATER SERVICE CHARGE

A base monthly charge for each meter depending on water meter size in accordance with the following table:

Meter Size	Monthly Base Charge
5/8 inch	\$31.16
3/4 inch	\$31.16
1 inch	\$41.56
1 1/4 and 1 1/2 inches	\$51.95
2 inches	\$77.92
3 inches	\$108.22
4 inches	\$194.79
6 inches	\$519.45
8 and 10 inches	\$779.17



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PARKS, FACILITIES, RECREATION & CULTURE

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

Author's Name: Anne M. Rota	Report Date: June 11, 2018
Author's Phone: 519 736-0012 ext. 2218	Date to Council: June 25, 2018
Author's E-mail: arota@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Parks Canada 2018 Agreement – Canada Day

1. RECOMMENDATION:

It is recommended that:

1. The report from the Manager of Tourism and Culture dated June 11, 2018, regarding the Parks Canada 2018 Agreement – Canada Day **BE RECEIVED**;
2. The Mayor and Clerk **BE AUTHORIZED** to sign the License of Occupation Agreement for the 2018 Canada Day event; and,
3. **By-law 2018 – 71** being a by-law to enter into an agreement between Fort Malden National Historic Site and the Corporation of the Town of Amherstburg be read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

2. BACKGROUND:

Each year Parks Canada requests that the Town sign an agreement for the July 1st Canada Day event at Fort Malden National Historic Site in Amherstburg.

3. DISCUSSION:

The July 1st Canada Day event is a long standing event in the Town of Amherstburg.

Each year the event is held on the grounds at Fort Malden National Historic Site and is well attended.

The 2018 program is as follows:

9am to 10pm	Canada Day Festival
9am to 10am	Canada D'Eh Run
9am to 10pm	Canada Day Treats and Eats Festival at Toddy Jones Park
9am to 9pm	Annual Food Court (popular Canada Day food!)
9am-9pm	Field Games with St. Peter's School
10am	National Anthem
11am	Opening Ceremony & Free Birthday Cake! stage location
11am –7pm	Kids' Activity Centre
11:30am	Kerri Brown Vocal Studio; stage location
12:30pm	Rivertown Dance Academy; stage location
3pm	Red and the Barron vocals; stage location
3:30-6:30pm	Pony Rides with Sarah Parks Horsemanship
5pm	Kerri and Joseph; stage location
6pm	Fresh Breath; stage location
7pm	Zumba with Joel! Join in this super charged show
7:30-9:30pm	Children's Robotics Activities
8pm	Ashley Lynn & the Spurs; Main Act stage location
Dusk	Fireworks!

Fire Soldier's Musket Opportunity and Fort Malden NHS programming, Mini Militia for kids throughout the day.

4. RISK ANALYSIS:

The execution of an agreement with Parks Canada for the use of the site for the 2018 Canada Day event sets parameters for the use of the land, liability and indemnity, as well as insurance. This ensures that both parties are adequately covered for any unforeseen circumstances during the event.

The partnership with Fort Malden National Historic Site also assists them in reaching their visitation numbers each year.

5. FINANCIAL MATTERS:

The 2018 Canada Day Celebrations are processed through the Tourism and Culture Budget Centre.

	Budget	Estimated	Variance (over)/under
Expense:			
Programming – Canadian Heritage*		\$14,200	
Programming – Other**		\$10,000	
Total Expense	\$24,200 ¹	\$24,200	\$ -
Funding:			
Federal Grant – Canadian Heritage		\$14,200	
Taxation		\$10,000	
Total Funding	\$24,200 ²	\$24,200	\$ -

* Canadian Heritage Grant Programming includes: entertainment, ceremonial program, advertising, free birthday cake

** Town of Amherstburg programming includes: fireworks, children's pavilion, sound system, set up/tear down, license fees

Notes:

1. The Community Events expense account budget of \$65,000 includes \$24,200 toward 2018 Canada Day Celebrations
2. The Provincial Grants and Donation revenue account budget of \$30,000 includes \$14,200 for the Canadian Heritage Grant for the 2018 Canada Day Celebrations

6. CONSULTATIONS:

Fort Malden NHS has been consulted on the program and concurs with the recommendation.

The Town of Amherstburg CAO has been consulted on this report and concurs with the recommendation.

The Municipal Clerk has been consulted on this report and concurs with the recommendation.

7. **CONCLUSION:**

Canada Day is the national day of Canada, a federal statutory holiday celebrating the anniversary of the July 1, 1867 enactment of the British North America Act, 1867 (today called the Constitution Act, 1867), which united three colonies into a single country called Canada. The 2018 Canada Day event in the Town of Amherstburg is a day for the community to gather and celebrate the birth of its country.



Anne M. Rota
Manager of

AR

Report Approval Details

Document Title:	Parks Canada 2018 Agreement - Canada Day .docx
Attachments:	- FMNHS Canada Day Celebrations LICENCE 2018.pdf - 2018-71 Licence of Occupation Agreement - Canada Day.doc - Corporation of the Town of Amherstburg Canada Day.pdf
Final Approval Date:	Jun 19, 2018

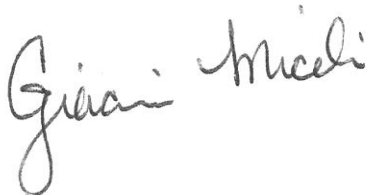
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Jun 18, 2018 - 11:12 AM



Cheryl Horrobin - Jun 18, 2018 - 6:01 PM



John Miceli - Jun 19, 2018 - 8:24 AM



Paula Parker - Jun 19, 2018 - 2:35 PM

- (e) "Minister" means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the *Parks Canada Agency Act*, or any person authorized to act in that behalf;
- (f) "Parks Canada Agency" means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c.31;
- (g) "Site" means the Fort Malden National Historic Site of Canada; and
- (h) "Superintendent" means the Superintendent of the Site or any person authorized to act in that behalf.

1.02 Any reference in this Licence to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

ARTICLE 2.00 USE OF LAND

- 2.01 (a) The Licensee acknowledges and agrees that it is a condition upon which this Licence is granted that the Land shall be used only for the purpose of hosting the annual Canada Day Celebration and its associated activities to a maximum of 15,000 attendees and shall include food and beverage services and all in accordance with applicable Site plans and guidelines;
- (b) The Licensee shall obtain all permits, licences and authorizations required under all applicable statutes and all regulations thereunder;
- (c) The Licensee shall comply with, and the terms of this Licence shall be subject to, all applicable statutes and all regulations thereunder; and
- (d) The Licensee covenants and agrees to comply with all of the terms and conditions contained in Schedule "B" titled "Operational Requirements" annexed hereto and forming part hereof.
- 2.02 The Licensee shall not create or permit or suffer any act or thing on the Land which is a nuisance.
- 2.03 The Licensee shall not cause, permit or allow the commission of any waste on or in the Land.
- 2.04 The Licensee shall, at its own expense, collect and dispose of all garbage resulting from the use and occupation of the Land, in a manner satisfactory to the Superintendent.
- 2.05 The Licensee shall observe fire and safety precautions and shall comply fully with the instructions of the Superintendent in relation thereto.

ARTICLE 3.00 ACCEPTANCE AND EXCEPTIONS

- 3.01 The Licensee covenants and agrees that:
- (a) it has inspected the Land including any Structures or has caused it to be inspected on its behalf;
 - (b) it has entered into this Licence on reliance on that inspection and not on reliance on any representation, whether oral, written or implied, by whomsoever made;
 - (c) it will accept the Land in the condition existing on the date of this Licence on an "as is" basis, notwithstanding the existence of any Contaminant, known or unknown, on, in or under the Land;

- (d) it has satisfied itself of everything and of every condition affecting the Land and any Structures including the environmental condition of same;
 - (e) that the use of the Land shall be consistent with the environmental condition of the Land; and
- 3.02 This Licence operates solely as a licence and does not transfer any exclusive possessory right or interest to the Licensee.
- 3.03 The Licensee acknowledges and agrees that Her Majesty may issue other licences of occupation with respect to the Land, or any portion thereof, or use the Land for Site purposes.
- 3.04 The Licensee shall permit Her Majesty, Her officers, servants, agents, contractors, franchisees and the public at large to pass freely at all times over the Land.
- 3.05 The Licensee shall give immediate notice to the Superintendent if evidence of archaeological resources are encountered during any activity whatsoever on the Land, and await the Superintendent's written instructions before proceeding with the activity on the Land.
- 3.06 The Licensee acknowledges and agrees that all archaeological resources in, on or under the Land are the property of Her Majesty.

ARTICLE 4.00 TAXES AND OTHER CHARGES

- 4.01 The Licensee covenants and agrees to pay, in addition to the Licence Fee, all applicable taxes, rates, duties, assessments, levies, fees or other impositions whatsoever charged upon the Land in relation to the Licensee's use of the Land or upon the Licensee in respect thereof.

ARTICLE 5.00 ENVIRONMENTAL PROTECTION

- 5.01 The Licensee covenants and agrees that all activities on the Land shall be conducted in compliance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law.
- 5.02 The Licensee covenants and agrees that:
- (a) it shall implement and comply with any specifications, mitigative measures and any environmental protection measures from the analysis of environmental impacts done in accordance with any Applicable Environmental Law, and any applicable policies, directives and procedures acceptable to the Minister. Such specifications, mitigative measures and environmental protection measures dated the 1st day of June 2015 attached hereto and forming part hereof as Schedule "C" shall become covenants which form part of this Licence;
 - (b) any required analysis of environmental impacts relating to its physical works and activities on the Land shall be conducted in accordance with any Applicable Environmental Law, regulations made thereunder and any applicable policies, directives and procedures acceptable to the Minister; and
 - (c) it shall implement and comply with any specifications, mitigative measures and environmental protection measures as set forth in any analysis of environmental impacts referred to in (b), and shall become covenants which form part of this Licence.
- 5.03 The Licensee covenants and agrees to ensure that no Contaminant shall be used, emitted, discharged, stored or disposed of except in strict compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law. The Licensee shall implement and comply with any specifications, mitigative measures and environmental protection measures as required by the Minister regarding the use, emission, discharge, storage or disposal of any Contaminant. Such specifications, mitigative measures and environmental protection measures shall

become covenants which form part of this Licence.

- 5.04 The Licensee covenants and agrees to provide the Minister with written notice of any anticipated or actual adverse environmental impacts attributable to the use of the Land immediately upon discovery by the Licensee, and if the Minister considers remedial action to be necessary, the Licensee hereby agrees to undertake remedial action immediately using the appropriate technology, design or repair to the satisfaction of the Minister and pay the costs of such remedial action. Furthermore, the Licensee agrees that all such remedial action shall be undertaken in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law, and in a manner so as to minimize any impact on the Land and elsewhere.
- 5.05 The Licensee covenants and agrees that should the Licensee fail to take any mitigative measures required by the Minister as set forth in Article 5.02 and 5.03, or fail to commence and diligently complete the remedial action required in Article 5.04, the Minister may, upon written notice to the Licensee, carry out the specifications, complete the required mitigative measures or remedial action and charge the costs thereof, including reasonable costs for administration, to the Licensee, and such costs will constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 6.00 SUBMISSION OF PLANS AND SPECIFICATIONS

- 6.01 The Licensee shall submit plans and specifications for any construction, additions and alterations to the Land including any Structures for the approval of the Superintendent, in accordance with but not limited to the current development review process, site management plans, community plans, by-laws, guidelines, approvals, requirements, standards, orders, directives, zoning and such other regulations that are applicable to the Land and such other requirements specified by the Superintendent.

ARTICLE 7.00 ALIENATION

- 7.01 The Licensee shall not, at law or otherwise, assign, transfer, sublicense or otherwise alienate this Licence or any of the rights hereunder.

ARTICLE 8.00 LIABILITY AND INDEMNITY

- 8.01 The Licensee shall not have any claim or demand against Her Majesty or any of Her servants, agents and all those for whom Her Majesty is responsible at law, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Land or to any person or property thereon, except in the case of the negligence of Her Majesty, Her servants, agents and all those for whom Her Majesty is responsible at law.
- 8.02 The Licensee shall at all times indemnify and save harmless Her Majesty or any of Her servants, agents and all those for whom Her Majesty is responsible at law, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to:
- (a) the Licensee's use of the Land or the use of the Land by all those for whom the Licensee is responsible at law;
 - (b) any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights or fulfilment of any obligations arising hereunder.

ARTICLE 9.00 INSURANCE

- 9.01 The Licensee covenants and agrees that:
- (a) during the Period, it shall, at its sole expense, obtain and maintain general liability insurance in such amounts and on such terms as a prudent operator should maintain. Such insurance will provide that Her Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of or damage to any property, to the extent that liability for these

things is connected with the Licensee's use of the Land. Furthermore, the Licensee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require, based on the prevailing limits and coverages for the type of land use described in Article 2.01 (a);

- (b) the insurance referred to in (a) shall:
 - (i) be issued by an insurance company or companies which would be satisfactory to the Superintendent and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the Licensee and to Her Majesty of cancellation or amendment of such insurance;
 - (ii) shall contain a waiver of any subrogation rights the Licensee's insurers may have against Her Majesty and against those for whom Her Majesty is responsible at law except in the case of negligence of Her Majesty, Her servants and agents and all those for whom Her Majesty is responsible at law;
 - (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though separate policies were issued in respect of any action brought against any of the insureds by any other insured;
- (c) it shall not do or omit to do or allow anything to be done or omitted to be done on the Land which will in any way impair or invalidate such insurance referred to herein.

ARTICLE 10.00 REMOVAL OF IMPROVEMENTS

- 10.01 Upon expiration or termination of this Licence, the Licensee shall sever and remove all of the Licensee's Structures from the Land. If the Licensee fails to remove all of the Licensee's Structures within thirty (30) days of the expiration or termination of this Licence, the Superintendent may remove the Licensee's Structures and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.
- 10.02 Subsequent to the removal of all of the Licensee's Structures in accordance with this Article, the Licensee shall rehabilitate the Land in accordance with instructions from the Superintendent and to the satisfaction of the Superintendent. If the Licensee fails to comply with this Article then the Superintendent may rehabilitate the Land and charge the costs thereof, including reasonable costs for administration, to the Licensee, and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 11.00 CONDITION OF THE LAND UPON EXPIRATION OR TERMINATION

- 11.01 The Licensee covenants and agrees that upon expiration or termination of this Licence, the Licensee shall at its own cost:
 - (a) complete an analysis of environmental impacts as required by any Applicable Environmental Law and regulations made thereunder, and by any applicable policies, directives and procedures acceptable to the Minister;
 - (b) remove any or all of the Licensee's Structures from the Land;
 - (c) clean up the Land in respect to all Contaminant in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;
 - (d) leave the Land free from all garbage and debris;
 - (e) restore the land to a good state of maintenance and repair,all to the satisfaction of the Superintendent in his sole discretion.

11.02 If the Licensee fails to comply with the provisions of Article 11.01, the Minister may, upon written notice to the Licensee, complete the obligations of the Licensee and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 12.00 OFFICIAL LANGUAGES

12.01 The Licensee shall endeavour to provide services to the public in both official languages of Canada and to ensure that signs, notices and printed materials used for the purpose of informing the public are written in both official languages, and the Licensee will upon the request of the Superintendent obtain the approval of the Superintendent prior to their being displayed or distributed.

ARTICLE 13.00 MISCELLANEOUS

13.01 Any notice, request or other communication required by or affecting this Licence may be served upon the parties hereto by sending it by mail, facsimile or other electronic message which provide a hard copy, postage or charges prepaid addressed to:

- (a) in the case of Her Majesty;
Minister of the Environment
c/o the Superintendent of Southwestern Ontario
Fort Malden National Historic Site of Canada
P.O. Box 38
Amherstburg, Ontario N9V 2Z2

and

- (b) in the case of the Licensee;

the Licensee's last known address, or to the Land itself, or by leaving it at that address, or by personally serving it upon the party referred to therein.

Any notice addressed by mail to Her Majesty or to the Licensee pursuant to this Article will be deemed to have been effectively given on the seventh (7th) business day following the date of mailing. Such addresses may be changed from time to time by either party giving notice as provided herein. In the event of any disruption of postal service, notices will be personally served upon the parties hereto.

13.02 The failure of Her Majesty to require the fulfilment of any obligation of the Licensee, or to exercise any rights herein contained shall not constitute a waiver or acquiescence or surrender of those obligations or rights.

13.03 The parties hereto specifically covenant and agree that no partnership, joint venture or any agency relationship is created or intended to be created between Her Majesty and the Licensee pursuant to this Licence. The only relationship is that of licensor and licensee.

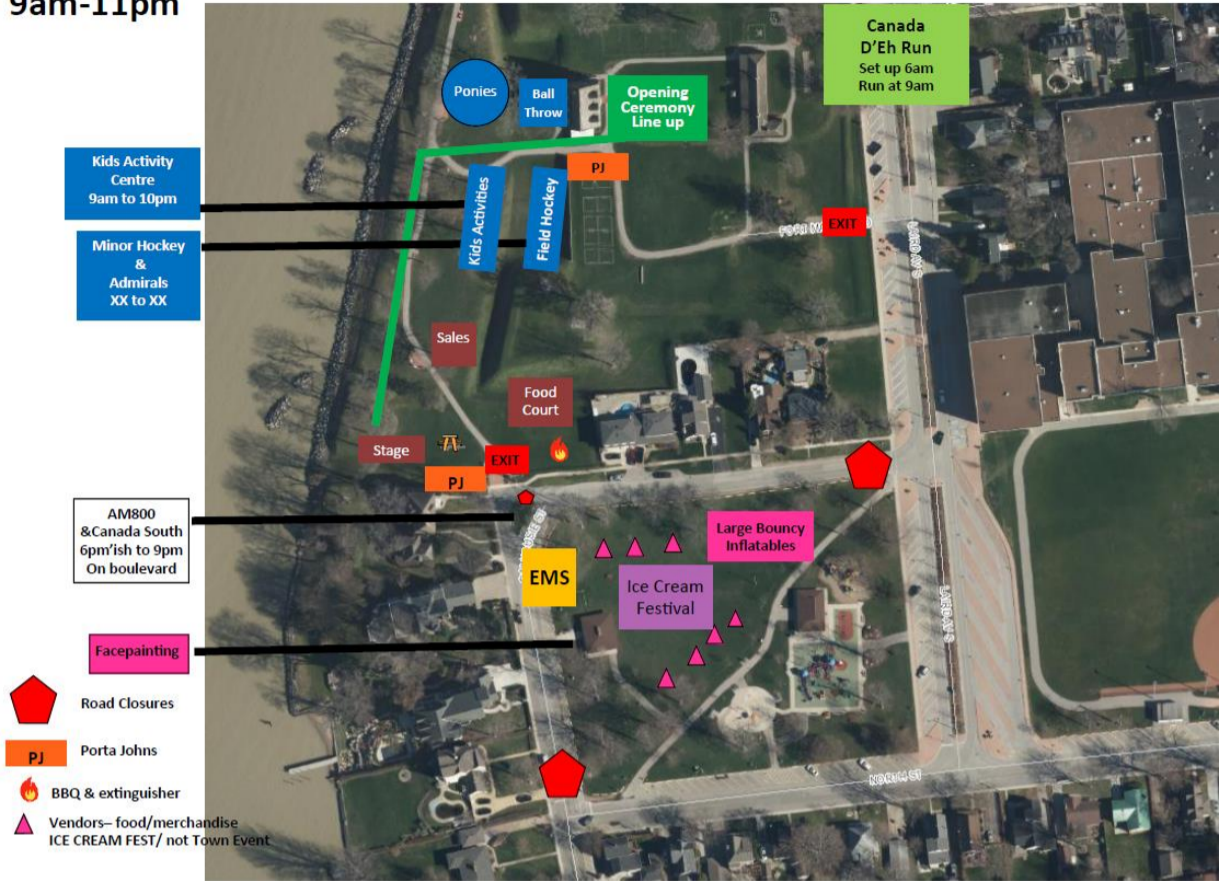
13.04 No exercise of any specific right or remedy of Her Majesty shall prejudice or preclude Her Majesty from exercising any other right or remedy provided by this Licence or allowed at law or in equity. No right or remedy provided to Her Majesty by this Licence or at law or in equity shall be exclusive or dependent upon any other such right or remedy, and Her Majesty may, from time to time, exercise any one or more such rights or remedies independently or in combination.

13.05 The captions and headings throughout this Licence are inserted for convenience of reference only and are not intended to describe, define or limit the scope, extent or intent of this Licence, or any provision thereof.

13.06 Where there is more than one Licensee, all covenants and other provisions herein contained shall be construed as being joint and several, and when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were

SCHEDULE "A"
SITE PLAN

Canada Day Festival 2018
9am-11pm



SCHEDULE "B"
OPERATIONAL REQUIREMENTS

- 1) The Licensee will have access to the grounds of Fort Malden National Historic Site of Canada as follows:
 - a) June 29, 2018 Drop off Stage: 5:00 pm
 - b) June 30, 2018 Event Set Up: 8:00 am
 - c) July 1, 2018 Event Day: 8:00 am - 12:00 am (midnight)
 - d) July 2-3, 2018 Event Take-down 7:00 am

- 2) The Licensee will be given and sign for a key which will be returned immediately after the event. Under no circumstances is the key to be reproduced or given to anyone other than the individual signing for it.

- 3) The Licensee will be responsible for the provision and cost of portable toilets and will ensure that their installation and removal are completed in accordance with the proper procedures. The Licensee shall ensure that one of the portable toilets be handicapped accessible and the location of the portable toilets shall be approved by the Site Manager or their designate.

- 4) The Licensee will most carefully observe and maintain all rules and practices of public safety and security customary to a public event of this nature. The said rules will include, but, are not limited to the following:
 - a) All matters relating to fees and licences required by all levels of government (Example – SOCAN, Re:Sound, Liquor Licences, etc.);
 - b) No alcohol is to be brought or consumed on Site;
 - c) An Ambulance station is to be set up on the Site grounds;
 - d) No signs are to be erected on Site without the prior approval of the Site manager or their designate;
 - e) Spectators for the event will use only the designated parking areas; and
 - f) The rights of Site visitors may not be violated or impeded by the licensee, their volunteers or the operation of the event.

- 5) Ensure that the grounds of the Site are left in the same condition as upon arrival and will ensure that all litter is appropriately disposed of.

Schedule "C"
Environmental Mitigation and Environmental Protection Measures



Parcs
Canada

Parks
Canada



Parks Canada

Best Management Practice for Special Events at the National Historic Sites

Southwestern Ontario Field Unit

June 1, 2015



This Best Management Practice (BMP) allows the following described events, activities, and/or works to be undertaken at the National Historic Sites (NHS) within the Southwestern Ontario Field Unit (SOFU) (Appendix 1). BMPs are pre-determined environmental management and mitigation measures for defined routine, repetitive projects (e.g. culvert replacements), or activities (e.g. erosion control), with well understood and predictable effects. BMPs approved at the field unit level are an acceptable Environmental Impact Analysis (EIA) pathway as they fulfill Parks Canada Agency's (PCA) obligations under CEAA 2012 as a manager of federal land. BMPs may also be used to conform to Parks Canada's *Cultural Resource Management Policy* with respect to the conservation of cultural resources.

The use of this BMP is to be at the discretion of the Environmental Assessment (EA) Officer responsible for the field unit, who may recommend its use or determine if another approval process is required [e.g. basic impact analysis (BIA) or detailed impact analysis (DIA) with additional mitigation measures]. If this BMP is used, then the decision must be recorded in the PCA EA tracking system. Project managers are responsible to ensure all terms and conditions described as mitigation measures within the BMP are strictly adhered to where applicable.

Name of BMP	Special Events at the National Historic Sites within the Southwestern Ontario Field Unit
Scope of Application:	<p>The following special events are addressed in this BMP:</p> <ul style="list-style-type: none"> • Concerts • Sporting and Community Events (including weddings, car shows, etc.) • Filming • Terrestrial Ecotourism • Encampments • Theatrical Performances • Corporate Trade Shows <p>For each of these special events, the following activities are addressed:</p> <ul style="list-style-type: none"> • Set up/maintenance/removal/dismantling of temporary staging/sets/signage/fencing/tents/small-scale above-ground culverts/etc. • Machinery/equipment maintenance/transportation/operation/storage • Preparation/maintenance of the grounds (i.e. mowing grass), and removal of temporary small-scale amounts of above-ground soil/gravel/mulch/geotextile materials to improve grading/site drainage/etc.) • Installation/operation/removal of portable washrooms • Set up/removal of waste/recycle facilities • Preparation/removal of vendor stands/promotional displays • Food preparation/clean-up • Set up/use/removal of generators/sound/lighting/audiovisual equipment • Set up/use/removal of pyrotechnics/special effects/campfires/black powder • Event participants - traffic control, parking, public safety, & security officials • The event - people attending the special event • Generation/disposal of wastes/recyclables produced
Exceptions:	<p>Any special event that is likely to have an adverse effect on cultural resources. Events that have the potential to adversely affect cultural resources are subject to an assessment of impact of interventions.</p> <p>Any special event that is likely to have an adverse effect, either directly or indirectly, on a species at risk (SAR) and/or its habitat, and/or that would require a permit under the <i>Species at Risk Act</i> (SARA). For the purposes of this document, SAR include:</p>



	<ul style="list-style-type: none"> Species identified on the List of Wildlife Species at Risk set out in Schedule 1 of SARA, and the critical habitats or the residences of individuals of that species, as those terms are defined in subsection 2(1) of SARA. Species that have been recognized as "at risk" by the Committee on the Status of Endangered Wildlife in Canada (COSEWIC), or by provincial authorities. <p>Note: The Field Unit Superintendent or designate may determine at their discretion that a BMP alone may not be sufficient to prevent adverse environmental effects, and recommend a BIA or DIA with additional mitigation measures instead.</p>
Approved Geographic Area of Application:	<p><i>Southwestern Ontario NHS</i> (Appendix 1):</p> <ul style="list-style-type: none"> Fort Malden Bois Blanc Island Lighthouse and Blockhouse Woodside HMCS Haida Fort George including Navy Hall, the Agora, and the Commons Butler's Barracks including the Commons Fort Mississauga

Potential Key Effects:	<p><i>Components of the environment that may be affected:</i> The project environmental effects will vary depending on the type of special event and its location(s) within the national historic site.</p>
Cultural Resources:	<p>Potential adverse effects to cultural resources, as well as the heritage values of the NHS during the event, which could be as a result of:</p> <ul style="list-style-type: none"> Trampling/parking/vehicles/temporary facilities/equipment; Use of cultural resources as supports for signage, and event-related equipment and infrastructure; Risk of fire to the cultural resources related to the proximate use of electrical and pyrotechnical equipment; Damage to the landscape and landscape features in the case of an accidental spill of fuel, oil, odour control chemicals, etc.; Adverse effects to the sense of place for the NHS from the noise, additional equipment and infrastructure, and the large number of people on the site; and Possible vandalism to exterior and interior (i.e. if they're accessible within buildings during the event) cultural resources. <p>Potential adverse effects to unknown archaeological resources, resulting from:</p> <ul style="list-style-type: none"> trampling/parking/vehicles/temporary facilities/equipment; excavations; or puncturing the ground for the installation of fencing, tent pegs, signage, or other items.
Flora:	<ul style="list-style-type: none"> Trampling/destruction primarily in the mowed areas; however, small shrubs and trees in the adjacent habitats may also be trampled, harmed from equipment, crew transportation, parking, and people attending the event; Vandalism in the form of scarring trees or plants may also occur; Potential damage to flora in the case of an accidental spill (e.g. fuel, oil, odour control chemicals, human waste, etc.); Machinery and equipment that are not properly cleaned before going on-site, as well as soil/gravel/mulch materials that are temporarily used for site preparation could potentially introduce invasive and/or exotic seeds to the special event area; and



	<ul style="list-style-type: none"> Potential effects to floral SAR. Federally listed SAR found at Butler’s Barrack NHS include the: endangered (END) butternut (<i>Juglans cinerea</i>) and threatened (THR) white wood aster (<i>Eurybia divaricata</i>). These SAR are unlikely to be affected since they are located away from the usual and/or allowable special event areas.
<i>Fauna:</i>	<ul style="list-style-type: none"> Adverse effects to terrestrial fauna as a result of trampling. This may apply to nesting birds in grassy areas, such as the bobolink (COSEWIC – THR) at Fort George NHS; Adverse effects to other small animals. Eastern foxsnakes (<i>Elaphe gloydi</i> – END) near the shoreline at Fort Malden NHS and eastern wood pewees [COSEWIC – Special Concern (SC)] in the forest at Butler’s Barracks NHS have been observed. These SAR are likely to escape the special event areas; Adverse effects to small animals nesting, feeding, and/or sheltering around the NHS infrastructure. Chimney swifts (<i>Chaetura pelagica</i> – THR) and barn swallows (<i>Hirundo rustica</i> – COSEWIC: THR) could potentially nest, take shelter, and/or feed around the NHS buildings. The little brown myotis (<i>Myotis lucifugus</i> – END), northern myotis (<i>Myotis septentrionalis</i> – END), and tri-colored bats (<i>Perimyotis subflavus</i> – END) could migrate through, feed, and take shelter around the NHS (i.e. in tree holes, around the buildings, etc.). These animals could be disturbed by nearby special event activities; Possible effects to plants such as milkweed which are used by monarchs (<i>Danaus plexippus</i> – SC); Possible effects to aquatic wildlife or fish/mussel SAR [e.g. lake sturgeon (<i>Acipenser fulvescens</i> – COSEWIC: THR) off the shoreline of Fort Malden] adjacent to Fort Malden, Butler’s Barracks, Fort George, and Fort Mississauga NHS; The transportation of machinery/equipment/materials to and from the special event area could result in some road mortality that is associated with all vehicular traffic at the NHS; Noise and human presence may disrupt wildlife in the area; Access of wildlife to human food, garbage, and recycling; and Potential harm to wildlife from chemical use or accidental spill(s) (e.g. odour control chemicals, human waste, and vehicle, generator, and other equipment fuels).
<i>Soil Quality, Drainage, and Erosion</i>	<ul style="list-style-type: none"> Potential for soil contamination as a result of accidental fuel or oil leaks, human wastes/odour controlling chemicals from accidental spills of portable washrooms, food and vendor waste water, and refuse; and Potential for adverse effects to soil quality and drainage due to compaction from equipment and machinery, parking on grass, as well as from visitors attending the event.
<i>Surface and Ground Water Quality</i>	<ul style="list-style-type: none"> Potential to affect surface or ground water as a result of accidental spills from machinery and equipment, portable washrooms, or food and vendor waste water, and refuse; and Soil compaction may result in reduced water/soil infiltration rates increasing surface runoff and potential siltation to surface water (e.g. in drainage systems during wet weather events).
<i>Visitor Experience</i>	<ul style="list-style-type: none"> Potential positive effects to visitor experience may arise as a result of the event. The PCA target markets for the event participants will include youth, as well as new and/or urban Canadians. Attracting or bringing in these target markets will



<p><i>and Socio-economics</i></p>	<p>help augment the special event participants' knowledge of the historic site, other NHS within southwestern Ontario, and Parks Canada;</p> <ul style="list-style-type: none"> • Potential for short-term, negative effects to visitor experience as a result of the event (i.e. temporary changes in the views, reduced access to certain areas in the NHS, noise from the event set-up, operation, and demobilization, and the presence of machinery/equipment/debris/people on-site). Some visitors may feel the type of event detracts from the NHS experience as well as the national historic site's reason for commemoration; • Use of pyrotechnics and other noise may detract visitors from the historical atmosphere, and affect the peace and enjoyment of nearby property owners; • Restrictions to traffic flow or increased traffic in the area could make travel more difficult for NHS visitors as well as community residents (e.g. temporary closures of portions of the NHS and roads); and • Limited services in town available to visitors and/or community residents.
<p><i>Public Safety</i></p>	<ul style="list-style-type: none"> • Potential for an increased risk to public safety as a result of a special event (e.g. staging, proximity to water, greater number of people on-site, consumption of alcoholic beverages on-site, equipment/crew transportation, use of pyrotechnics or other special effects, etc.); • There is potential for an increased risk to the public and staff if the event area is not well signed and workers are not wearing personal protective equipment (PPE). The risks to safety increase with the movement and operation of machinery/equipment/materials to and from the work area; possible storage of materials on-site; handling of chemicals (i.e. fuels, etc.); exposure to harmful biota (i.e. poison ivy, thorny vines, etc.) and inclement weather; and from accidents and malfunctions; • Traffic accidents involving vehicles and pedestrians, as well as the potential for rowdy behaviour may contribute to public safety concerns; and • Traffic flow and congestion issues may arise as a result of the special event.
<p><i>Air Quality</i></p>	<ul style="list-style-type: none"> • Potential for increased dust, greenhouse gas, and other exhaust emissions from people's vehicles travelling to and from the special events, as well as from the vehicles and equipment (i.e. generators, refrigerators, etc.) used during activities associated with the set-up, operation, and demobilization of the special events; and • Use of pyrotechnics and special effects during the event will have effects on air quality.
<p><i>General/Cumulative Effects</i></p>	<ul style="list-style-type: none"> • Refuse from the event will add to waste generation and ultimately consume more landfill space; and • Cumulative effects could result if environmental components are affected by interactions between multiple projects (i.e. special events) at the same locations within the national historic sites over extended periods of time.

<p>Mitigations</p>	
<p><i>Cultural Resources</i></p>	<ul style="list-style-type: none"> • The site is a national historic site and must be treated as such. The event organizers must recognize that all special event work/activities at the NHS are subject to the <i>CRM Policy</i> and the <i>Standards and Guidelines for the Conservation of Historic Places in Canada</i>. When and where possible, cultural resources should be protected by specifically excluding them from the event,



	<p>preventing unauthorized access to them, and/or PCA staff diligently monitoring them;</p> <ul style="list-style-type: none"> • Under Parks Canada’s direction, areas with known cultural resources (including archaeological resources and historic objects) will be demarcated and protected to prevent unauthorized access and adverse effects from the event’s activities and participants (Appendix 2). This may include flagging tape, fencing, or other temporary structures, padlocks, security personnel, and/or signage to avoid sensitive areas as indicated by a PCA officials and/or archaeologist; • Excavation of any sort is prohibited; • Puncturing the ground for the installation of fencing, tent pegs, signage, or any other purpose is prohibited, except in areas that have been reviewed by an archaeologist and/or qualified SOFU CRM Advisor staff (i.e. to ensure that no adverse effects to subsurface cultural resources). Non-intrusive temporary fencing, signage, or structure stabilizing mechanisms (that do not puncture the ground) are recommended; • The locations of event structures will be reviewed by PCA Cultural Resource Management Specialists to ensure they will not cause significant adverse effects to cultural resources and the overall commemorative integrity of the site; • Use of cultural resources as supports for equipment, infrastructure, and signage is strictly prohibited; • Security will be increased for NHS buildings accessible during the event in order to protect sensitive interiors of heritage buildings and artifacts; • A plan of recovery will be required in a case where a major accident could result in adverse effects to cultural resources; • Care will be taken when operating heavy machinery or equipment. If the work has the potential to cause soil compaction in areas not previously assessed by an archaeologist, an archaeologist should be contacted to provide direction about how to mitigate impacts on potential archaeological resources; • If archaeological resources are uncovered during project activities, then event organizers will isolate the specific area and restrict access until a PCA archaeologist is notified to provide further direction. Additional mitigation measures may be provided at such a time to prevent any damage to these resources. Remediation activities may be required; • Should buried artifacts, the remains and/or evidence of ancient persons and people, and any objects of historic value and worth be discovered, they remain the property of the Crown, and all such objects shall be protected and immediately brought to the knowledgeable PCA representative. Management Directive 2.3.1 for Human Remains, Cemeteries, and Burial Grounds will be followed if any remains are discovered; and • Venue organizer shall protect subsurface infrastructure, historical features, profiles, and ground features as directed by a PCA representative.
<p><i>Flora</i></p>	<ul style="list-style-type: none"> • No vegetation is to be removed from the site; • Machinery and equipment should be properly cleaned before going on-site, and only clean, local soil/gravel/mulch materials should be utilized at the NHS to avoid the potential introduction of invasive and/or exotic seeds to the special event area; and • Any viable vegetation imported for use during the special event must consist of native species and are subject to the approval of PCA officials.



<p><i>Fauna</i></p>	<ul style="list-style-type: none"> • The disturbance, destruction, or removal of a nest or egg of a migratory bird; or to be in possession of a live migratory bird, or its carcass, skin, nest, or egg, is prohibited pursuant to the <i>Migratory Birds Convention Act</i>; • Event officials must notify PCA staff immediately of any problem wildlife encounter; • The feeding, enticement, or harassment of wildlife is prohibited; • Garbage and recycle receptacles utilized should be of a design that eliminates wildlife access to the greatest extent possible (i.e. raccoons, birds, wasps, bees, etc.); • Any materials that pose a hazard to wildlife must be stored in secured buildings or containers as directed by PCA; • Should temporary snow fencing be required during the life of the event (i.e. set-up, operation, and take down), it will be approved of and/or directed by PCA staff, and it must be of a design that will prevent snakes and other species from becoming entangled in the structure; • Under the direction of PCA staff, any temporary snow fencing must not be erected or placed in any water body (i.e. lake, river), and must be above the high water mark; and • Vehicle speed will be posted and enforced by the police force of jurisdiction, in order to avoid causing accidental harm to wildlife.
<p><i>Species at Risk</i></p>	<ul style="list-style-type: none"> • SAR habitat should be protected using barriers. Depending on the nature of the event, specific protective measures will be implemented to protect SAR individuals, residences, and critical habitats, when required; and • PCA staff will hold a pre-event briefing to inform event officials of potential SAR that may be encountered during project activities. It is illegal to harass or harm SAR. PCA will inform event officials of the requirements they must undertake should SAR be encountered during the event, including event set-up and closure. Event staff should make every effort to record any SAR sightings (date, location, distinguishing features, etc.) and submit those findings to PCA. <p>N.B. If necessary, maps with species at risk in and around the BMP areas will be generated, dated, and available from the EA Officer in order to protect SAR during the event. These maps will be updated as new information becomes available about SAR at the national historic sites.</p>
<p><i>Soil and Water Quality, Drainage, and Erosion</i></p>	<ul style="list-style-type: none"> • Promptly return property to its natural state to prevent erosion; • If necessary, then provide a suitable number of portable washroom facilities, including a suitable number of wheelchair accessible washrooms. Ensure the supplier follows proper installation, operation, and removal procedures; • Properly dispose of waste water in designated areas under the direction of PCA staff; • In temporary parking areas (e.g. the Commons at Fort George), should there be a significant rain event on the special event date, silt curtains or screens must be installed in adjoining drainage ditches in order to control siltation. If silt screens are required, then they must be checked daily to ensure they are in good working condition; and • Minimize vehicle traffic on exposed soils and stabilized high traffic areas.
<p><i>Visitor Experience, Public Safety, and</i></p>	<ul style="list-style-type: none"> • Reduce volume on sound equipment during visitor hours, if possible; • Any special events noise levels must comply with the community's Noise By-laws. For example, at NHS in Niagara-on-the-Lake, sound checks and other amplified



<p><i>Socio-economics</i></p>	<p>sound is not permitted before 1:00pm and all amplified sound will end at 11:00pm as a strict curfew;</p> <ul style="list-style-type: none"> • Use of special effects/pyrotechnics/black powder must comply with the <i>Explosives Act and Regulations</i> under PCA’s direction. Parks Canada Black Powder Specialists will provide specific direction for the use of black powder on-site; • Hold special events after visitor hours whenever possible; • All activities must be in compliance with the <i>Occupational Health and Safety Act</i> and <i>Canada Labour Code</i>; • All activities must be in compliance with the <i>National Fire Code of Canada</i>, as well as site-specific fire control plans, fire orders, and evacuation procedures; • Structures, equipment, etc., located within the national historic site must be made safe (barricaded, signed, etc.); • Schedule events (i.e. which require traffic interruptions) to avoid peak times whenever possible; • Event organizers must ensure local residents are notified of the event including notification of road closures, traffic flow adjustments, and any other impediments to obtaining local services; • Depending on the scale of the special event, PCA may require the event organizer to prepare a Parking and Traffic Flow Plan, Crisis Management Plan, and Security Plan to be reviewed and approved by the appropriate agencies including PCA; • Rescue capability (e.g. accidents in or near water) and/or emergency protocols for all events are to be submitted by the Licence of Occupation holder to PCA prior to the event date; • All activities are subject to review by the SOFU Visitor Safety Coordinator; • Provide security procedures to keep participants in designated special event areas; • Ensure adequate PCA staff, security, police, and Emergency Medical Services (EMS) are in place to deal with any visitor and/or general public concerns or issues; • Ensure local EMS are notified of the event and pyrotechnical materials are set-up, stored, and used according to associated hazardous material manufacturer data sheets and fire code legislation/regulations; and • For large-scale events, approved traffic control and parking plans must be strictly adhered to including: <ul style="list-style-type: none"> ○ Clear signage identifying parking location information, road closures, and traffic flow directional information; ○ Traffic control officials must be clearly identifiable to the public; ○ Provisions for emergency services will be included within the traffic plan; and ○ Traffic offences such as illegal parking will be strictly enforced.
<p><i>Air Quality</i></p>	<ul style="list-style-type: none"> • Use of ethanol blended fuel/biodiesel is encouraged for all vehicles, machinery, and equipment; • Vehicles must not be left to idle; and • Any special event use of pyrotechnics/special effects/black powder must comply with the <i>Explosives Act and Regulations</i> under PCA’s direction.
<p><i>General/Cumulative Effects</i></p>	<ul style="list-style-type: none"> • Event officials must comply with all federal, provincial, regional, and municipal legislation applicable at the NHS; • PCA will determine if a Spill Response Plan must be provided by the venue organizer prior to the event. If required, then this plan will be subject to the



approval of the site. The event organizer is responsible to have appropriate containment, spill kit, and clean up equipment on-site in accordance with the approved Spill Response Plan to ensure a rapid response to any spill. Report spills to Environment Canada – Environmental Emergencies (613-239-6065), the Ontario Ministry of the Environment and Climate Change – Spills Action Centre (1-800-268-6060), and Parks Canada Agency;

- Storage of hazardous materials must comply with the *Canadian Environmental Protection Act*;
- Potentially hazardous wastes will be separated from normal waste through segregation of storage areas and proper labeling of containers;
- The event organizer will assume monitoring of the site and its assets, and the security of people. He/She will be held responsible for damages related to vandalism, theft, and other similar events related to movable or immovable assets (including cultural resources) on the site.
- Provide and label waste-separation/recycling containers;
- Encourage the use of reusable, recyclable, and/or compostable food service packaging and serving materials;
- Properly separate and dispose of all wastes/recyclables generated according to regulations at facilities licensed to receive them following the event (e.g. community Solid Waste By-laws and Provincial Landfill Material Ban);
- No waste is permitted to be buried or burned on-site;
- Security will be increased for buildings accessible during the event;
- Special events equipment must be stored at a location approved by PCA;
- Vehicles will not be permitted in sensitive natural or archaeological areas as indicated by PCA;
- Parking and access routes to the special event must only be in PCA designated areas;
- Vehicles are restricted to paved, graveled, and level-grass surfaces, or as directed by PCA officials;
- The operating, refueling, and maintenance of vehicles/equipment, and the handling and storage of toxic materials (e.g. fuels, oils, and chemicals) will be carried out in such a way as to avoid contamination of the soil and water. Use impermeable pads or surfaces where appropriate/necessary;
- All refueling is restricted to designated areas and will be at least 30m from any water body (i.e. lake, river) or municipal storm water drain;
- Use new or well-maintained equipment, preferably fitted with fully functioning emission control systems/mufflers/exhaust systems, engine covers, etc.;
- Implement security procedures to keep participants in the designated special event areas;
- Return property to its natural state as soon as possible after the event in accordance with PCA's Resource Conservation and Cultural Resource Management specifications;
- A post-event assessment should be done by SOFU staff to confirm that all mitigation measures were applied; and
- Potential cumulative effects will need to be assessed as part of any future EIAs or BMPs developed for the NHS to ensure continued protection of the identified sensitive resources.



Glossary of Acronyms

BIA – Basic Impact Analysis
BMP – Best Management Practice
CEAA – Canadian Environmental Assessment Act
CNPA – Canada National Park Act
COSEWIC – Committee on the Status of Endangered Wildlife in Canada
CRM – Cultural Resource Management
DIA – Detailed Impact Analysis
EA – Environmental Assessment
EIA – Environmental Impact Analysis
EMS – Emergency Medical Services
END – Endangered (SARA or COSEWIC status)
NHS – National Historic Site
PCA – Parks Canada Agency
PPE – Personal Protective Equipment
SAR – Species at Risk
SARA – Species at Risk Act
SC – Special Concern (SARA or COSEWIC status)
SRank – Subnational (or Provincial) Rank
SOFU – Southwestern Ontario Field Unit
THR – Threatened (SARA or COSEWIC status)



Development and Review Team

Team of specialists who took part in the development and review of the BMP:

Joanne Tuckwell – SAR Specialist, Natural Resource Conservation Branch, National Office
Lynda Villeneuve – Senior Advisor, Heritage Conservation Branch, National Office
Virginia Sheehan – Senior Advisor, Heritage Conservation Branch, National Office
Rachel Brooks – Archaeologist, Cultural Resource Branch, National Office
Kevin Leclair – Geomatics Technician, Point Pelee National Park
Dwight Bourdin – Resource Conservation Manager (2013/14), Point Pelee National Park


Authors:

Rachel Windsor – Resource Management Technician II, Point Pelee National Park
Kelly Scott – Resource Management Officer II - EA Coordinator, Point Pelee National Park
Mark Yeates – EA Specialist, Natural Resource Conservation Branch, National Office

Recommended by:

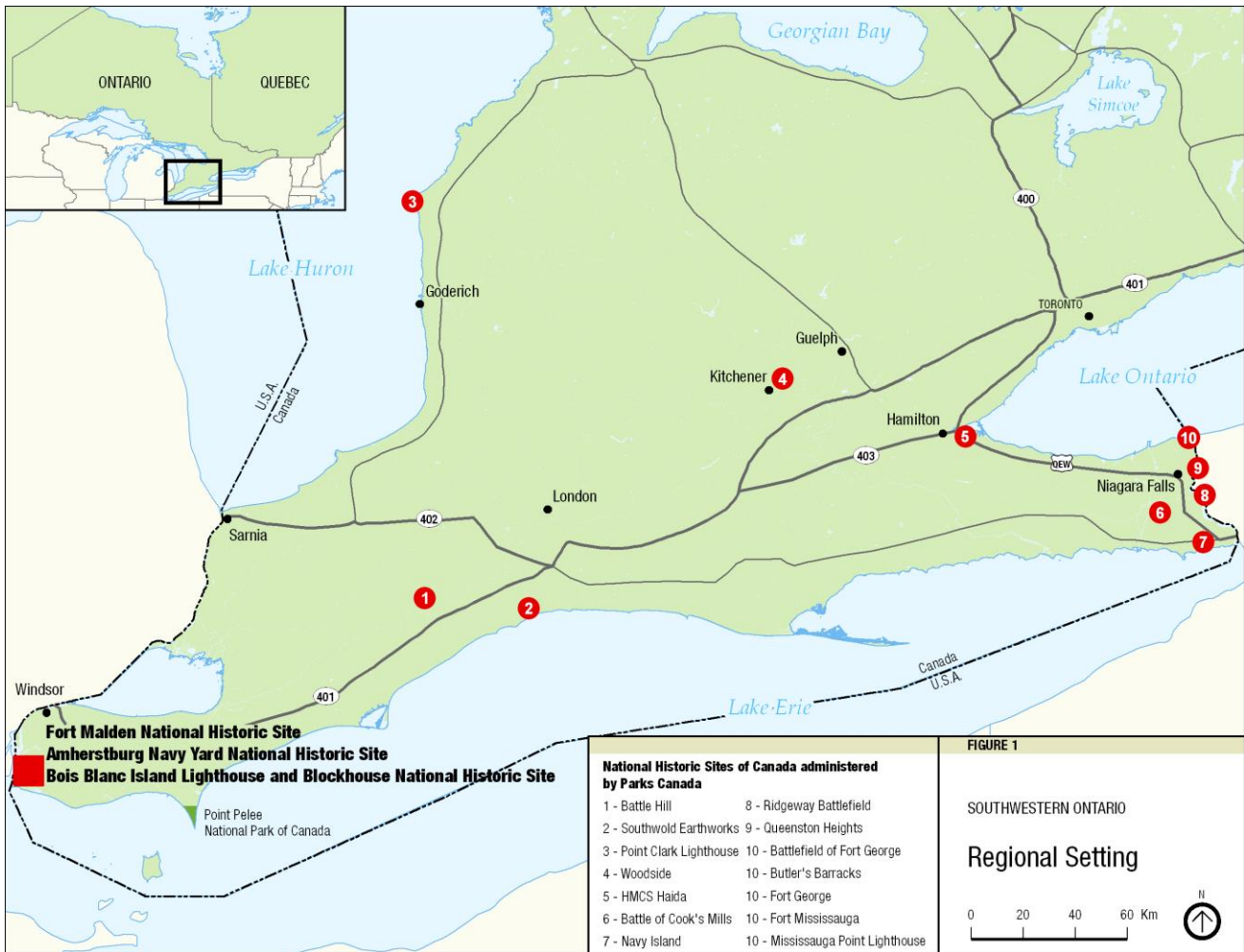
Name: Eric Nielsen	Position: A/Manager National Historic Sites Southwestern Ontario Field Unit
Signature:	Date:

FUS Approval:

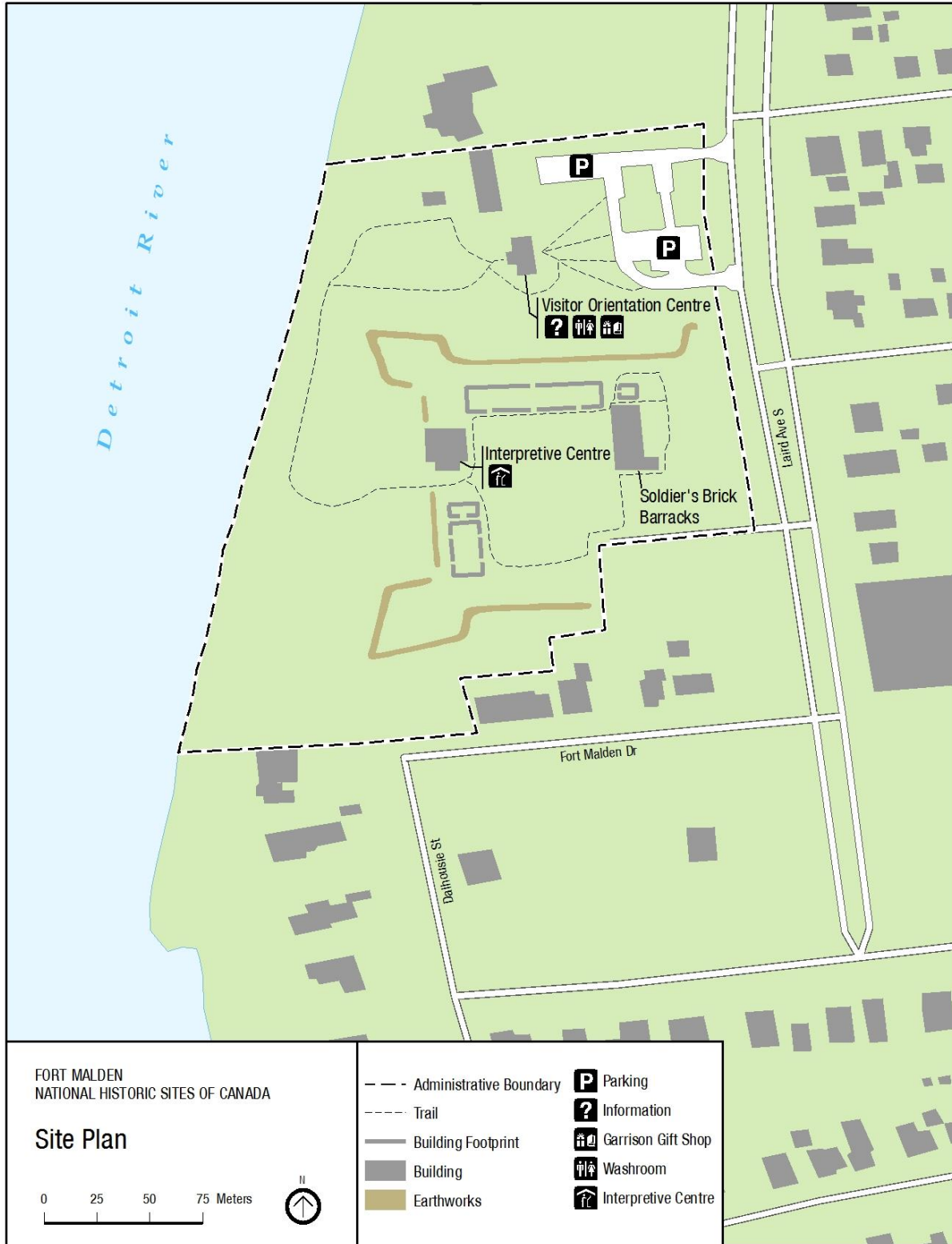
Name: Eric Nielsen	Position: a/Southwestern Ontario Field Unit Superintendent
Signature: 	Date: 2015 - 06 - 03



Appendix 1 – Maps of the Southwestern Ontario Field Unit National Historic Sites



National Historic Sites Located in Southwestern Ontario



Fort Malden National Historic Site (older map – needs to be updated)

LICENCE OF OCCUPATION

BETWEEN

HER MAJESTY THE QUEEN
in right of Canada

AND

THE CORPORATION OF THE
TOWN OF AMHERSTBURG

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-71

By-law authorizing the Licence of Occupation Agreement between the Corporation of the Town of Amherstburg and Her Majesty the Queen

WHEREAS under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS under Section 9(1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of the Town of Amherstburg deems it expedient to enter into Licence of Occupation Agreement for a period of 3 days commencing on the 30th day of June and ending on the 2nd day of July, 2018 for the **Canada Day Celebrations** at Fort Malden National Historic Site;

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

1. That the Council of the Corporation of the Town of Amherstburg agrees to enter into the Licence of Occupation Agreement which can be referenced as Schedule "A", located in the Clerk's Department agreement file # A-2018-71.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 25th day of June, 2018.

MAYOR – ALDO DICARLO

CLERK – PAULA PARKER



MAR 20 2018

Mrs. Anne M.Rota
Manager of Tourism and Culture
CORPORATION OF THE TOWN OF AMHERSTBURG
271 Sandwich Street South
Amherstburg, Ontario
N9V 2A5

Title: Celebrate Canada!

Dear Mrs. Rota:

On behalf of the Minister of Canadian Heritage, it is my pleasure to inform you that your application for funding has been approved.

A Grant in the amount of \$14,200 will be awarded to help your organization carry out its activities, under the Celebration and Commemoration Program, Celebrate Canada Component. This funding will be allocated over one government fiscal year 2018-2019 and will be subject to certain terms and conditions, the appropriation of funds by Parliament, and the budget levels of the Program.

One of our program representatives will be in contact with you in the near future to review the terms and conditions related to this funding.

In closing, I would like to take this opportunity to wish you and the members of your organization the greatest success in your endeavours.

Sincerely,

Seema Jethalal
Regional Director General
Ontario Region





THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

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

To: Mayor and Members of Town Council

Subject: Pickering Drive Phase 2 Watermain Replacement and Road Improvements (King St. to Fryer St.) - Tender Results

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Manager of Engineering dated June 4, 2018, regarding the Pickering Drive Phase 2 Watermain Replacement and Road Improvements (King St. to Fryer St.) - Tender Results BE RECEIVED;
2. The tender BE AWARDED to SLR Contracting Group Inc. to complete the Pickering Drive Phase 2 Watermain Replacement and Road Improvements (King St. to Fryer St.) in an amount not to exceed \$893,218.00 plus H.S.T. and the Mayor and Clerk BE AUTHORIZED to execute an agreement for that purpose; and,
3. An over-expenditure not to exceed \$9,500 BE APPROVED for the Pickering Drive Phase 2 Road Improvements (King St. to Fryer St.) to be funded from taxation.

2. BACKGROUND:

The Town recently advertised online via Bids and Tenders and on the Town's website for the Pickering Drive Phase 2 Watermain Replacement and Road Improvements (King St. to Fryer St.). The request for tender includes watermain and asphalt replacement on Pickering Drive from Fryer Street to King Street. The Town's consulting engineer for this project is Hrycay Consulting Engineers Inc.

3. DISCUSSION:

On May 16, 2018, the Town advertised a Request for Tender (RFT) for the Pickering Drive Phase 2 Watermain Replacement and Road Improvements. The RFT for this project closed at 11:00 a.m. on Wednesday May 30, 2018. The Town received 4 tender submissions and a public opening was held shortly after 11:00 a.m.

The consulting engineer completed a review of the 4 tenders to ensure there were no mathematical errors or omissions. There were no mathematical errors. The submission from Rudak Excavating was missing documents that were required as part of the tender. Due to the missing documents their bid was deemed non-compliant and was rejected.

The tender results were as follows:

	Bidder	Tender Bid (excludes HST)
1.	SLR Contracting Inc.	\$893,218
2.	Sherway Contracting (Windsor) Ltd.	\$1,021,849
3.	Shearock Construction Group Ltd.	\$1,208,204

Based on the above, Administration is recommending that the tender be awarded to SLR Contracting Group Inc. in the amount of \$893,218 plus HST (\$908,939 including net HST).

4. RISK ANALYSIS:

The watermain on Pickering Drive has experienced significant breaks in the past. This watermain is a critical part of the Town's infrastructure.

5. FINANCIAL MATTERS:

This financial impact of the watermain replacement and road improvements under this project is as follows:

Pickering Drive (King St. to Fryer St.)	Budget	Actual	Variance (over)/under
Cost - Water Budget Centre:			
Engineering – Watermain		\$ 19,917	
Construction – Watermain ¹		719,363	
Subtotal – Watermain Cost	\$750,000	\$739,280	\$10,720
Cost – Roads Budget Centre:			
Engineering - Road		\$ 9,650	
Preconstruction – Road		10,176	
Construction – Road ¹		189,576	
Subtotal – Road Cost	\$200,000	\$209,402	(\$9,402)

Total Project Cost	\$950,000	\$948,682	
Pickering Drive (King St. to Fryer St.)	Budget	Actual	Variance (over)/under
Funding – Water Budget Centre:			
Water user rates	\$640,000		
Transfer from Reserve (Water Working Capital reserve)	110,000		
Subtotal – Watermain Funding	\$750,000	\$739,280	\$10,720
Funding – Roads Budget Centre:			
Grant Funding – OCIF	\$200,000	\$200,000	\$ -
Taxation ²	-	9,402	(9,402)
Subtotal – Road Funding	\$200,000	\$209,402	(\$9,402)
Total Project Funding	\$950,000	\$948,682	

Notes:

1. The recommended tender includes contingency allowance of \$90,000 to be used for any unforeseen expenditures.
2. The road works for this project are estimated to be overspent by \$9,402, which is unfunded. If this cost cannot be mitigated through avoidance of contingency costs, Administration recommends that the cost be funded from taxation in-year. The overall outcome of taxation funded impacts for 2018 will be reported in cyclical variance reports.

6. CONSULTATIONS:

The Consulting Engineer (Hrycay) reviewed the tender submissions for errors and omissions. The Director of Corporate Services and the Treasurer were consulted on financial impacts for this report.

7. CONCLUSION:

Administration is recommending that Council award the Phase 2 Pickering Drive Watermain Replacement and Road Improvements to SLR Contracting Group Inc.



Todd Hewitt
Manager of Engineering

Report Approval Details

Document Title:	20180625 Pickering Drive Phase 2 Watermain Replacement and Road Improvements.docx
Attachments:	- Hrycay Recommendation Letter for Pickering Drive Phase 2.pdf - Agreement - Pickering Phase 2 Watermain and Road Improvements.pdf
Final Approval Date:	Jun 19, 2018

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



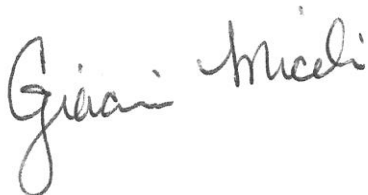
Antonietta Giofu - Jun 8, 2018 - 11:28 AM



Mark Galvin - Jun 15, 2018 - 12:05 PM



Cheryl Horrobin - Jun 18, 2018 - 5:55 PM



John Miceli - Jun 19, 2018 - 8:27 AM



Paula Parker - Jun 19, 2018 - 2:38 PM

June 4, 2018

Via: E-mail

Mr. Todd Hewitt, C.E.T.
Manager, Engineering Operations
Town of Amherstburg
512 Sandwich Street South
Amherstburg, Ontario
N9V 3R2

Dear Mr. Hewitt:

**Re: Pickering Drive Watermain Replacement and Road Improvements
Phase 2 –King Street to Fryer Street
Contract No. PWD-WM-2015-011 / T04-2018-002
Recommendation for Construction Contract Award
HCEI File No. M411**

Overall Tender Results

The Picking Drive Phase 2 project was competitively tendered by the Town of Amherstburg during May 11th, 2018 to May 30th, 2018, and a total of four (4) tenders were received at a public opening at 11:00 am EDT on May 30th, 2018. The tender results were as follows from lowest to highest, excluding HST:

- | | |
|--------------------------------------|-----------------|
| • Rudak Excavating Inc. | \$ 798,465.00 |
| • SLR Contracting Group Inc. | \$ 893,218.00 |
| • Sherway Contracting (Windsor) Ltd. | \$ 1,021,489.00 |
| • SheaRock Construction Group Inc. | \$ 1,208,204.00 |

HCEI's tender cost estimate for this project was \$1,048,295.00 excluding HST. Three (3) tender values were below the estimated project cost, and one (1) tender value was above the estimated project cost.

Review of Tenderers Information

HCEI has conducted an evaluation of the tenders that were received. The submissions were mostly complete, however, some discrepancies were identified. These are summarized below for each tenderer.

- Rudak Excavating Inc.: There was a discrepancy in the tender sheets that were submitted. Rudak Excavating Inc. did not include tender forms T8 to T-9 in their submission.
- SLR Contracting Group Inc.: The tender submission requirements were all met.
- Sherway Contracting (Windsor) Ltd.: The tender submission requirements were all met.
- SheaRock Construction Group Inc.: The tender submission requirements were all met.

All submissions fulfilled the requirements of Section 26, Disqualified Tenders. The submissions by SLR Contracting Group Inc., Sherway Contracting (Windsor) Ltd., and SheaRock Construction Group Inc. fulfilled the requirements of Section 6, Tender Submission Requirements. Rudak Excavating Inc. did not fulfill the requirements of Section 6.

In accordance with the Town's purchasing policy, Rudak Excavating Inc.'s bid is considered incomplete and has been rejected on these grounds. All other submissions were complete and free from errors, and contained no irregularities that would require the Town of Amherstburg to disqualify any of them in accordance with Section 6, Tender Submission Requirements or Section 26, Disqualified Tenders.

Tenderers Capability

SLR Contracting Group Inc. was the second-lowest bidder for this project, and the lowest bidder that completed all tender requirements. SLR Contracting Group Inc. has experience working on construction projects in the Windsor-Essex County region, including watermain installations and road reconstruction projects.

HCEI reviewed all bids, and all accepted tenderers were well-qualified to successfully construct this project. Based on our review SLR Contracting Group Inc. appears to be a qualified contractor for the construction of this project, along with being the lowest bidder among the accepted submissions.

Breakdown of Contract Components

This project is a combination of a watermain contract (PWD-WM-2015-011) and a road works contract (T04-2018-002). A breakdown of each contract's components as part of the whole project is as follows, excluding HST:

- | | |
|------------------------------------|--------------|
| • PWD-WM-2015-011, Watermain Works | \$706,920.59 |
| • T04-2018-002, Road Works | \$186,297.41 |

Recommendation

Based on a review of the received tenders for the referenced project, HCEI recommends that this project be awarded to **SLR Contracting Group Inc.** for a value of **\$893,218.00**, excluding HST.

Please direct any questions or concerns to the undersigned at (519) 737-7234.

Yours truly,

HRYCAY Consulting Engineers Inc.

A handwritten signature in black ink, appearing to read 'J. Arbour', with a long horizontal stroke extending to the right.

Justine E. Arbour, P.Eng.

JEA/ja

AGREEMENT

THIS AGREEMENT made in quintuplicate this 25th day of June, 2018.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

SLR CONTRACTING GROUP INC.

(hereinafter called the Contractor) of the second part.

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

**Pickering Drive Phase 2 Watermain Replacement
and Road Improvements**

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

30th day of May, 2018

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

Eight hundred and ninety three thousand, two hundred and eighteen dollars
(\$ 893,218.00) excluding H.S.T.

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

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

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

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

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

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

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

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

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

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

WITNESS AS TO SIGNATURE OF
CONTRACTOR

Contractor's Signature and Seal

Contractor's Name

Contractor's address

CORPORATION OF THE TOWN OF AMHERSTBURG

WITNESS AS TO SIGNATURE OF
CORPORATION

Aldo DiCarlo, Mayor

Paula Parker, Clerk



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Eric Chamberlain	Report Date: June 12, 2018
Author's Phone: 519 736-3664 ext. 2312	Date to Council: June 25, 2018
Author's E-mail: echamberlain@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: 2018 Road Repairs Program Tender Results

1. RECOMMENDATION:

It is recommended that:

1. The report from the Manager of Roads and Fleet dated June 12, 2018, regarding the 2018 Road Repairs Program Tender Results **BE RECEIVED**;
2. The 2018 Road Repairs Program Tender **BE AWARDED** to Naschi Construction Services Limited in the amount of \$140,270.00 plus H.S.T.; and,
3. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Naschi Construction Services Limited for completion of the 2018 Road Repairs Program.

2. BACKGROUND:

The Town advertised tenders for the 2018 Road Repairs Program on May 24, 2018. The Road Repairs Program provides for asphalt repairs on various roads in the rural area of Amherstburg.

3. DISCUSSION:

Tenders closed for this project at 11:00 a.m. on Monday, June 11, 2018. The Town received two tender submissions and a public tender opening was held shortly after 11:00 a.m.

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

Bidder	Tender Amount (pre-HST)
1. Nasci Construction Services	\$ 140,270.00
2. Jeff Shepley Excavating Ltd	\$ 148,922.80

The 2018 Road Repairs Program provides for the asphalt repairs on the following roads:

- Smith Road from South Sideroad to Colchester Townline Road
- Concession 2 North & South Riverview from Cty Road 10 to Cty Road 8
- Concession 5 North from Alma Street to County Road 8
- Concession 8 North from Alma Street to County Road 8
- Concession 4 North from Alma Street to County Road 10

4. RISK ANALYSIS:

Not awarding the 2018 Road Repairs Tender would allow the roads identified by this program to further deteriorate and will lead to additional repair costs. Further deterioration of roads may also lead to future damage claims against the Town.

5. FINANCIAL MATTERS:

The financial impact of the 2018 Road Repairs Program is as follows:

Public Works Budget Centre – Capital Budget*	Budget	Actual (incl. net HST)	Variance (over)/under
Expense:			
Road Repairs Program	\$150,000	\$142,739	\$7,261
Funding:			
Transfer from Reserve - Capital	\$150,000	\$142,739	\$7,261

*Note: The works are for road repairs that do not enhance or extend the useful life of the road tangible capital assets; as such, these costs will be reflected as operating costs in future budgets and will be re-profiled for 2018 financial reporting.

6. CONSULTATIONS:

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

7. CONCLUSION:

Administration recommends that the tender for the 2018 Road Repairs Program be awarded to Nasci Construction Services Ltd.



Eric Chamberlain
Manager of Roads and Fleet

<p>DEPARTMENTS/OTHERS CONSULTED: Name: Bobbi Reive, Financial Planning Administrator Phone #: 519 736-0012 ext. 2229</p>

Report Approval Details

Document Title:	2018 Road Repairs Tender Results.docx
Attachments:	- Nasci Construction Services Ltd - AGREEMENT MAYOR approval.docx
Final Approval Date:	Jun 19, 2018

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



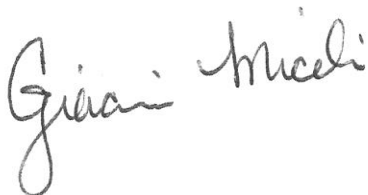
Antonietta Giofu - Jun 14, 2018 - 1:17 PM



Mark Galvin - Jun 15, 2018 - 11:57 AM



Cheryl Horrobin - Jun 15, 2018 - 3:39 PM



John Miceli - Jun 18, 2018 - 10:48 AM



Paula Parker - Jun 19, 2018 - 2:30 PM

AGREEMENT

THIS AGREEMENT made in quadruplicate this 12th day of June 2018.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG
(hereinafter called the Corporation) of the first part.

AND

NASCI CONSTRUCTION SERVICES LTD.
(hereinafter called the Contractor) of the second part.

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

2018 ROAD REPAIRS

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

25th day of June 2018

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

One Hundred Forty Thousand, Two Hundred Seventy dollars and 00 Cents

(\$ 1 4 0 , 2 7 0 . 0 0) excluding H.S.T.

The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Corporation, within the specified time in its Tender. Time shall be deemed the essence of the contract.

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

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

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

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

WITNESS AS TO SIGNATURE OF
CONTRACTOR

Contractor's Signature and Seal

Contractor's Name

Contractor's address

CORPORATION OF THE TOWN OF AMHERSTBURG

WITNESS AS TO SIGNATURE OF
CORPORATION

Aldo DiCarlo, Mayor

Paula Parker, Clerk



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING 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: June 8, 2018
Author's Phone: 519 736-3664 ext. 2313	Date to Council: June 25, 2018
Author's E-mail: thewitt@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: LED Streetlight Conversion – Additional Fixtures

1. RECOMMENDATION:

It is recommended that:

1. The report from the Manager of Engineering dated June 8, 2018, regarding the LED Streetlight Conversion – Additional Fixtures **BE RECEIVED**;
2. Administration **BE AUTHORIZED** to extend the contract with Anchor Hydro (1903292 Ontario Inc.) in an amount not to exceed \$145,800 plus HST for supply and installation of 210 additional fixtures required to complete the LED Streetlight Conversion project, for a total contract value not to exceed \$1,332,556 plus HST;
3. A transfer of \$50,000 from the Working Capital reserve **BE APPROVED** toward funding the LED Streetlight Conversion project;
4. A transfer not to exceed \$1,256,009 from the Development Charge Reserve Fund **BE APPROVED** as a loan to internally finance the project; and,
5. The loan from the Development Charges Reserve Fund **BE REPAYED** through future budget transfers.

2. BACKGROUND:

On February 28th, 2018 Council accepted a proposal for completion of the 2018 LED Streetlight conversion project.

The 2018 LED streetlight conversion was awarded to Anchor Hydro (1903292 Ontario Inc.) on February 28th, 2018 and the installation of the fixtures commenced in April 2018.

3. DISCUSSION:

Anchor Hydro has completed a field verification of the light fixtures required to complete the conversion of the Town's streetlights to LED fixtures. Through that process it has been determined that the Town requires a further 210 cobrahead streetlights to complete the conversion, over and above the estimated 1,443 identified in for the project for a total of 1,653 fixtures. A map showing the locations of the 210 additional streetlights is attached to this report.

Administration has reviewed the data used for the project scoping and procurement process, and have determined that the majority of the variance relates to streetlights being incorrectly listed in the Town's Tangible Capital Asset (TCA) inventory as 'County owned'. It is believed the data error may have arisen because the majority of those streetlights were located along County roads. As only Town owned assets were identified for replacement, the lights marked as County owned were excluded from the TCA inventory list provided for the RFP; however it has since been determined that that the Town owns the fixtures. The balance of the discrepancy appears to have resulted from incorrect TCA inventory data captured when the asset inventory was initialized in 2008.

Administration will continue to review and refine the Town's TCA inventory and Asset Management Plan to capture complete and accurate data.

Anchor Hydro has agreed to supply and install the additional 210 lights based on the per fixture cost and under the same terms, conditions and specifications provided in their February 2018 proposal. Council approval is required for extension of the Agreement with Anchor Hydro for supply of these additional fixtures, in accordance with the Town's Procurement Policy.

4. RISK ANALYSIS:

Not completing the conversion of the Town's streetlights to LED would result in the Town continuing to pay additional utility and maintenance costs based on the current lights being left in place. The Town would defer the opportunity to achieve significant utility cost avoidance until those lights were replaced in the future.

5. FINANCIAL MATTERS:

The 2018 Budget included funding of \$50,000 to complete a portion of the LED streetlight conversion initiative; which was initially anticipated to be completed over a number of years.

Subsequent to adoption of the 2018 Budget, on February 12, 2018 Council approved Resolution #20180212-35 to accept the proposal from and enter into an Agreement with Anchor Hydro (1903292 Ontario Inc.) to complete the LED Streetlight Conversion in the amount of \$1,186,758.21 plus HST (\$1,207,645.15 including net HST), and adopted By-law 2018-12 to enter into a related Agreement. The proposal and Agreement were for completion of the full conversion to LED streetlights in 2018.

The financial impact of the project has been updated to include the additional 210 streetlights, consistent with Council’s direction to complete the full conversion within 2018, as follows:

LED Streetlight Conversion Project	Budget	Actual (incl. net HST)	Variance (over)/under
Cost:			
LED Streetlight conversion – Anchor Hydro Proposal (approved under CR#20180212-35)		\$1,207,645	
LED Streetlight conversion - Additional – Anchor Hydro Contract extension		148,364	
Total Project Cost	\$ 50,000	\$1,356,009	(\$1,306,009)
Funding:			
Taxation	\$ 50,000	\$ 50,000	\$ -
Transfer from Reserve-Working Capital ¹	-	50,000	(50,000)
Transfer from Reserve Fund – Development Charges (internal loan) ²		1,256,009	(\$1,256,009)
Total Project Funding	\$ 50,000	\$1,356,009	(\$1,306,009)

1. A transfer to the Working Capital reserve of \$50,000 was approved in the 2017 Budget; it is recommended those funds be transferred toward funding this project.

2. An internal loan from the Development Charges Reserve Fund is required to fund payment for the project in 2018, the time of implementation. The loan must be repaid in accordance with the stipulations under the Development Charges Act, 1997; which includes prescribed interest.

Administration will include transfers for repayment of the loan principal and interest in future budgets, starting in 2019. It is anticipated that the loan repayment costs will be mitigated by the reduction in budget demands for future streetlight electricity and maintenance costs, as noted in a previous report to Council on this project.

As the additional 210 required streetlights were not included in the original cost avoidance calculation, shown in the previous Council report on this initiative, increased savings are anticipated for electricity and maintenance costs related to those lights. Those savings are expected to mitigate the increased loan repayment costs for the additional lights.

6. **CONSULTATIONS:**

The Director of Corporate Services and Treasurer were consulted on this report.

7. **CONCLUSION:**

Completing the conversion of the Town's streetlights to LED will result in significant cost avoidance with respect to future electricity and maintenance costs. Administration recommends converting the omitted streetlights to LED.



Todd Hewitt

Manager of Engineering

Report Approval Details

Document Title:	20180625 LED Streetlight Conversion Additional Fixtures.docx
Attachments:	Lights not included - map
Final Approval Date:	Jun 20, 2018

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



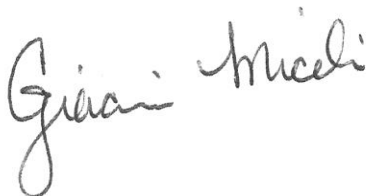
Antonietta Giofu - Jun 11, 2018 - 5:42 PM



Mark Galvin - Jun 14, 2018 - 12:50 PM



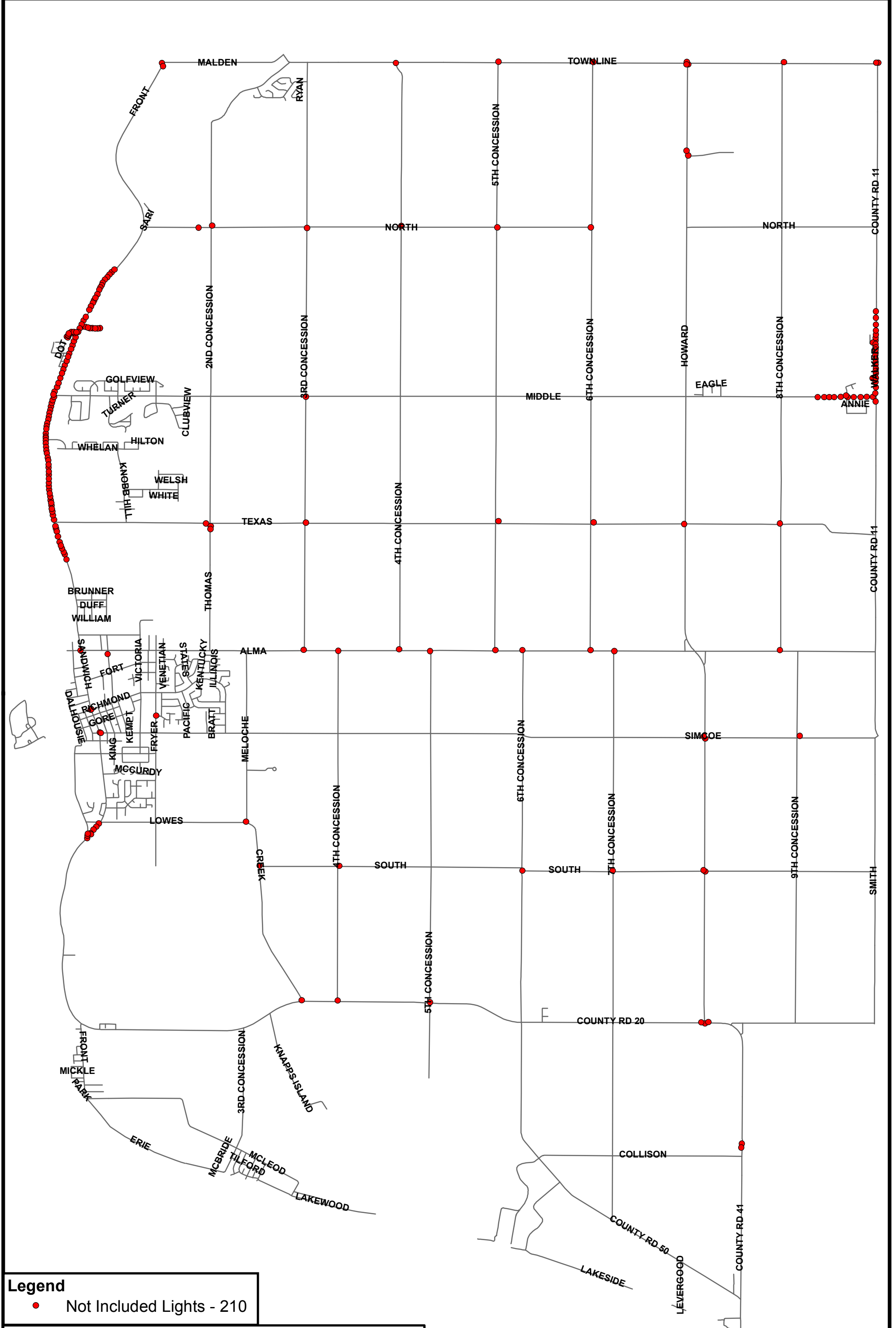
Cheryl Horrobin - Jun 20, 2018 - 1:44 PM



John Miceli - Jun 20, 2018 - 2:21 PM



Paula Parker - Jun 20, 2018 - 4:12 PM



Legend
 ● Not Included Lights - 210



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES

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

Author's Name: Nicole Rubli	Report Date: June 7, 2018
Author's Phone: 519 736-0012 ext. 2251	Date to Council: June 25, 2018
Author's E-mail: nrubli@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Encroachment Request – 238 Dalhousie Street

1. RECOMMENDATION:

It is recommended that:

1. The report from the Manager of Licensing and Enforcement dated June 7, 2018 regarding Encroachment Request – 238 Dalhousie Street **BE RECEIVED**; and,
2. Administration **BE DIRECTED** to enter into an Encroachment Agreement with the Owner of 238 Dalhousie Street to allow for a patio extension.

2. BACKGROUND:

The Town is authorized under the provisions of the Municipal Act to enter into Encroachment Agreements with property owners in the municipality. An Encroachment Agreement is a formal agreement between a property owner and the Town that permits a building, or a projection from a building, to encroach upon a municipal road allowance or other Town-owned property. Most frequently, this involves a building or a part of a building which has been inadvertently constructed on a road allowance and has existed for a number of years. It may also apply to a new building or a projection from a building which is proposed to encroach upon a road allowance, in a manner which does not interfere with the use of the road. When an existing building or structure encroaches onto municipal property, the Town may exercise its right to require an Encroachment Agreement if the Town intends to allow the encroachment to remain, under certain terms and conditions.

The tenant at 238 Dalhousie (Old Echo Building) is opening a bakery named Caffeine & Company in the front unit. As part of the bakery the owner of the bakery, as tenant at

238 Dalhousie, is requesting approval to encroach on Town property with an 8'x 22'-6 ½ cement patio on the frontage of the property. A sketch of the proposed patio extension and aerial of 238 Dalhousie Street form appendices to this report. The Agreement will be between the Town and the owner of 238 Dalhousie Street, FieldCraft Holdings Inc.. for encroachment on Town property.

The proposed patio is being requested to improve the accessibility to the patio and the main entrance of the building. Currently access to the patio that will be located on the private property will be across the grass. No alcohol will be served on the outdoor patio area. There will be seating for approximately 8-10 patrons. A garden is planned to run the length of the patio against the front of the building, approximately two or three feet deep with boxwoods and dwarf lime hydrangeas to enhance and contribute to the green space surrounding the building.

3. DISCUSSION:

While considering whether to allow for an encroachment at 238 Dalhousie Administration has reviewed and answered the following questions:

Whether the encroachment interferes with the Town's intent or purpose of the Town owned lands?

The proposed patio will encroach on Town owned lands up to the abutting sidewalk. The land is currently landscaped with grass and the proposed patio does not interfere with pedestrian traffic.

Whether the encroachment creates an unsafe condition?

Administration reviewed the details of the proposed patio. There will be a 12" wide planting bed between the proposed cement pad and existing brick paver sidewalk. Administration is of the opinion that the proposed cement patio will not create an unsafe condition.

Whether the encroachment creates a liability for which the Town cannot assign full responsibility to the owner of the said encroachment?

Without an Encroachment Agreement the Town is fully liable for any risks or injuries that may occur as a result of the items encroaching on Town property. The Agreement would transfer that responsibility onto the property owner.

Whether the encroachment creates a situation that is contrary to any Town By-law, Town policy or resolution or any provincial federal regulation or legislation?

The owner of the property and bakery have been made aware off all legislative requirements including the Town's business licensing requirements.

Whether the encroachment interferes with any utility or other similar installation located on Town lands?

Union Gas was consulted as it relates to the proposed extended patio and had no objections, but do require that locates are performed before any work commences.

Essex Power Lines was consulted and did not object to the proposed patio. However, a concern voiced was the landscaping; the Applicant will not be permitted to plant anything above any high voltage lines that run in front of the building. During the locates If it's determined that the high voltage line is away from the proposed landscaping the work can commence.

Administration has also confirmed Town services run underneath the proposed encroachment. The proposed Encroachment Agreement includes a clause that should access to the Town services be required, the Licensee, Fieldcraft Holdings Inc., c/o Kirsten Kurzuk will be responsible for any expenses incurred by the Town in connection with the work required to access the Town's services.

Ms. Kurzuk will also be responsible for all cost related to the Agreement, and if the Town determines that possession of the untraveled road allowance is required by the Town, the Town may give written notice to the Licensee. The Licensee would then be responsible for removing all chattels, equipment, fixtures, parking areas, buildings and structures from Town property.

A clause has also been included in the Agreement stating that the Licensee will give the Town notice in writing of any proposed sale of the premises and/or the business conducted at that premises and consent will be required from the Town for the transfer of the Encroachment Agreement to the new property or business owner.

Upon approval of the Encroachment Agreement the Licensee will ensure all necessary permits are obtained prior to any construction on the said premises.

4. RISK ANALYSIS:

Encroachments on Town property may expose the Town to risk and liability. It is recommended that the Town enter into an Encroachment Agreement with the proper insurance requirements.

As part of the Agreement the property owner will provide a Certificate of Insurance confirming they have insurance coverage of at least \$2,000,000 in General Liability Coverage naming the Town of Amherstburg as an additional insured. This will be required annually for the life of the Encroachment Agreement.

5. FINANCIAL MATTERS:

An encroachment fee was calculated by using the following formula:

$$\text{Area of Encroachment} \times \$15/\text{sq. ft.} \times \text{Commercial Mill Rate} = \text{Fee}$$

Administration feels the proposed fee is fair for the enjoyment and use of Town property.

The encroachment agreement for 238 Dalhousie will include an annual fee of approximately \$75 (8'x22' X \$15 X.02900329) and all costs associated to preparing and registration of the agreement (approximately \$800) will be the responsibility of the property owner. The Finance Division will invoice the property owners annually during the life of the agreement.

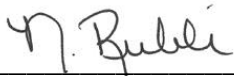
6. CONSULTATIONS:

The Manager of Planning Services, Chief Building Official, and Manager of Engineering and Operations were consulted on this report and concur with the proposed recommendation of allowing the extended patio and entering into an encroachment agreement with the owner of 238 Dalhousie Street.

Union Gas and Essex Power Lines were consulted and do not object to the proposed encroachment as long as the parameters listed previously in this report are met.

7. CONCLUSION:

Administration recommends that the encroachment agreement be executed for the property owner at 238 Dalhousie Street. The encroachment agreement will remain in effect until such time the Town deems the encroachment no longer suitable for the purpose of the Town or the patio encroachment is removed from Town property.



Nicole Rubli
Manager of Licensing and Enforcement

NR

Report Approval Details

Document Title:	Encroachment Request - 238 Dalhousie Street.docx
Attachments:	- 2017062.002 - Flpn Current-A21 REVISION 2.pdf - 238 Dalhousie- Aerial w. Proposed Patio Labelled.pdf
Final Approval Date:	Jun 20, 2018

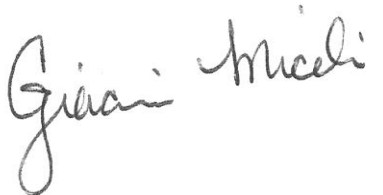
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Jun 19, 2018 - 11:08 AM



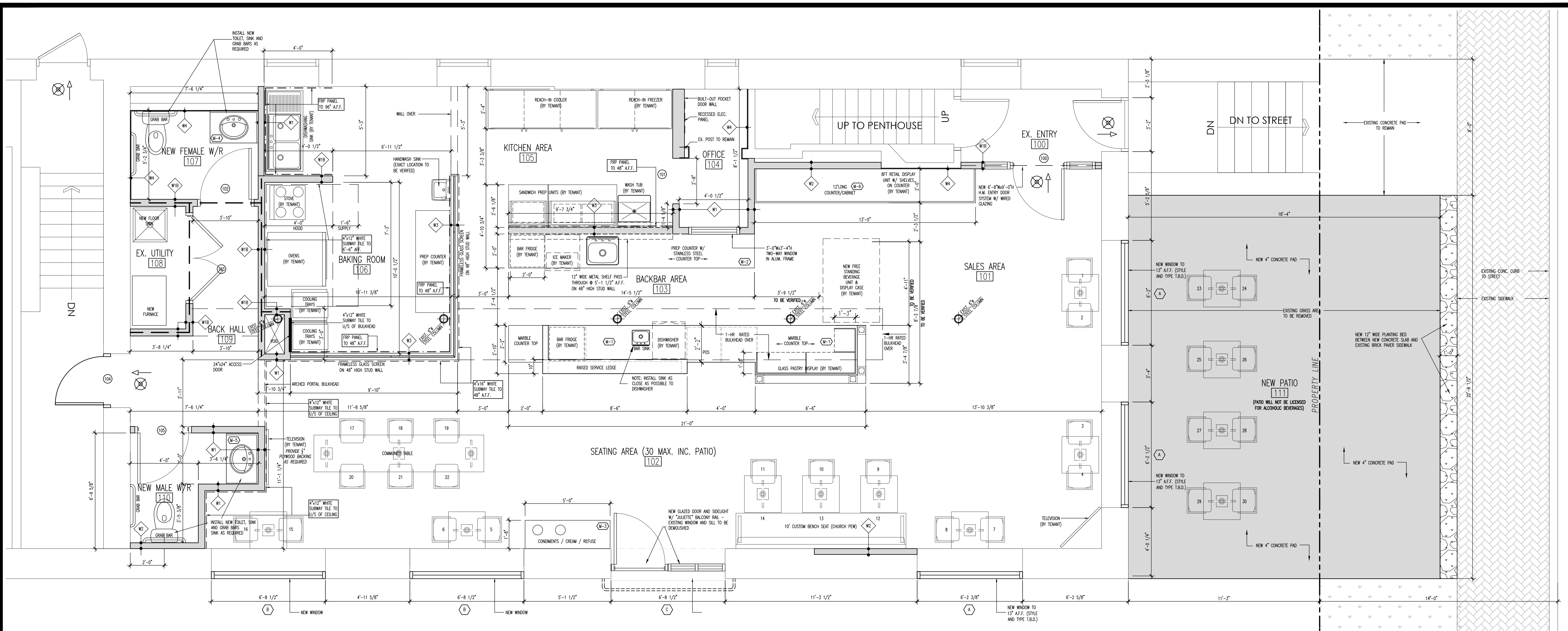
Cheryl Horrobin - Jun 19, 2018 - 5:02 PM



John Miceli - Jun 20, 2018 - 7:22 AM

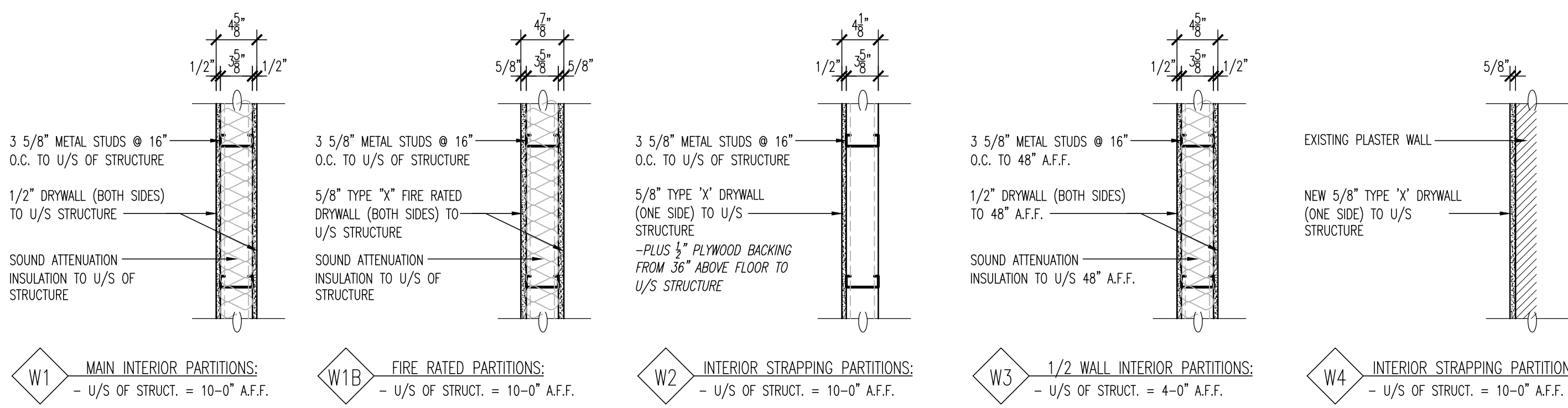


Paula Parker - Jun 20, 2018 - 9:01 AM



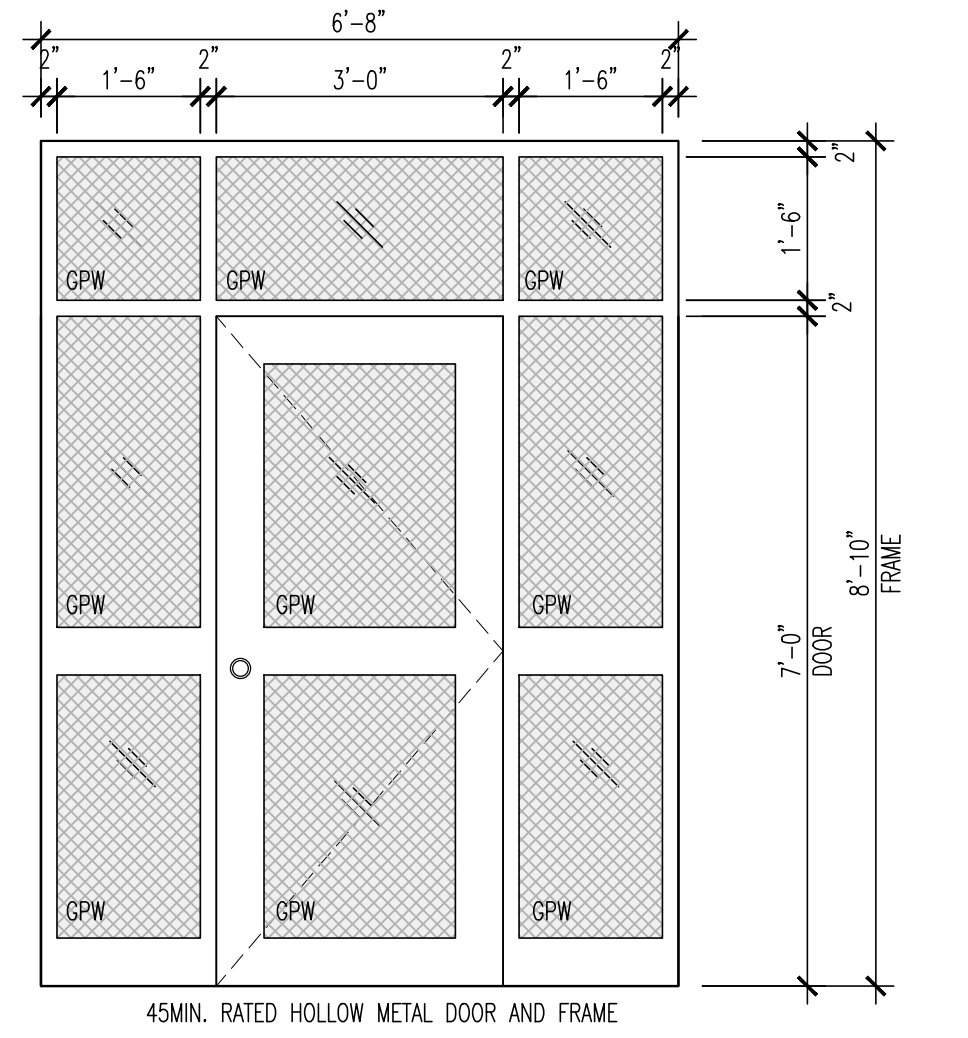
OVERALL FLOOR PLAN
SCALE: 3/8" = 1'-0"

NEW WALL MOUNTED EXIT SIGNAGE W/ EMERGENCY LIGHTING PACK



WALL TYPES
NTS

DOOR NO.	DOOR SIZE	TYPE	FIRE RATING	FRAME		DOOR		HARDWARE					COMMENTS		
				MAT'L	FINISH	MAT'L	FINISH	FRAMING HARDWARE C/W HINGE JACK & C/L	LOCKSET	PRIVACY SET	PASSAGE SET	PUSH / PULL CLOSURE		FLOOR STOP	WEATHERSTRIP
100	3'-0" x 7'-0" x 1 3/4"	'A'	45 MIN.	H.M.	PAINT	H.M.	PAINT	●				●	●		
101	2'-8" x 7'-0" POCKET DOOR	'B'		WOOD	PAINT	WOOD	STAIN								POCKET DOOR / FINGER PULLS
102	3'-0" x 7'-0" x 1 3/4"	'C'		H.M.	PAINT	WOOD	STAIN	●							
103	(2) 2'-6" x 7'-0" x 1 3/4"	'C'	45 MIN.	H.M.	PAINT	H.M.	PAINT	●							
104	OPENING TO BE VERIFIED ON SITE	'C'	45 MIN.	H.M.	PAINT	H.M.	PAINT	●							NEW DOOR IN EXIST. OPENING.
105	3'-0" x 7'-0" x 1 3/4"	'C'		H.M.	PAINT	WOOD	STAIN	●							



DOOR TYPE 'A'
NTS

ROSATI
DEVELOP • DESIGN • CONSTRUCT

6555 MALDEN ROAD, WINDSOR, ONTARIO, N9H 1T5 PH: 519.734.6511

DRAWING TITLE:
PROPOSED COFFEE SHOP FLOOR PLANS

PROJECT/CLIENT:
CAFFEINE & COMPANY
238 DALHOUSIE
AMHERSTBURG, ONTARIO

DATE ISSUED FOR:
03.28.18 PERMIT
04.06.18 TENDER
04.23.18 ADDENDUM #1
05.02.18 CONSTRUCTION
05.14.18 REVISION #1
05.24.18 REVISION #2

DATE ISSUED FOR:

PROJECT No.: 2017062

SCALE: AS SHOWN

DRAWN BY: DB

CHECKED BY: DI

GENERAL NOTES:
ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY AND ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF ROSATI GROUP INC.
DO NOT SCALE DRAWINGS
© ROSATI CONSTRUCTION INC. ALL RIGHTS RESERVED

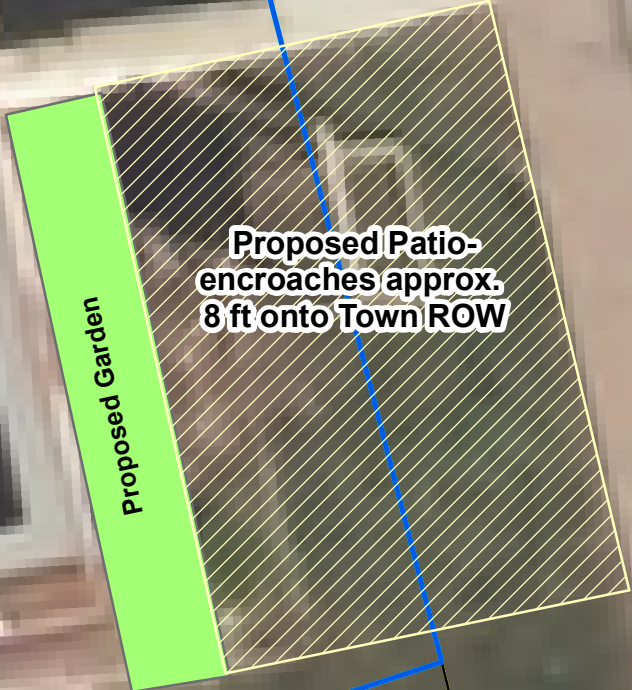
STAMP:

NOTES:

DRAWING No.:
A2.1



238



DALHOUSIE ST



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES

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

Author's Name: Nicole Rubli	Report Date: June 7, 2018
Author's Phone: 519 736 0012 ext. 2251	Date to Council: June 25, 2018
Author's E-mail: nrubli@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Temporary Extension for Liquor Sales for the 'Amherstburg Uncommon' Event

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Manager of Licensing and Enforcement dated June 7, 2018, regarding a Temporary Extension Application for Liquor Sales for the 'Amherstburg Uncommon' Event **BE RECEIVED**; and,
2. That Administration **BE DIRECTED** to advise the Alcohol and Gaming Commission of Ontario (AGCO) that Council has no objection to the proposed temporary extension of the licensed area for the following businesses;
 - The Beacon Alehouse, 239 Dalhousie St, Amherstburg
 - Artisan Grill, 269 Dalhousie St, Amherstburg

2. **BACKGROUND:**

On August 3rd, 4th and 5th, 2018, the Town of Amherstburg will be hosting 'Amherstburg Uncommon' as their 2018 signature event. The Event was approved at Council on March 19th, 2018 and included road closures for the duration of the event.

The March 19th, 2018 report included full weekend road closures for the area of the downtown core to accommodate the infrastructure and extended patios of the local businesses.

Applicants seeking a temporary extension of their liquor sales area are required by the Alcohol and Gaming Commission of Ontario (AGCO) to obtain a resolution of Council confirming that the municipality does not object to the temporary extension for liquor sales.

3. DISCUSSION:

Applications for temporary extensions to their licensed area for liquor sales have been made to the AGCO by the owners of the following establishments:

- The Beacon Alehouse, 239 Dalhousie St, Amherstburg
- Artisan Grill, 269 Dalhousie St, Amherstburg

Based on the road closure, the temporary use of the streets in the event area for patios will not hinder vehicular traffic. The AGCO, as part of the application for a temporary extension of the licensed area, approves the dimensions of the proposed licensed area, the location, as well as the fencing required to partition the area.

All road closures for the Amherstburg Uncommon event will be advertised in the River Town Times, Town's website and social media sites.

4. RISK ANALYSIS:

The event holders insurance is reviewed as part of the Public Events Committee process, the Clerk ensures the event holder's application provides sufficient insurance.

The temporary extension allows for a patio to extend their alcohol serving license onto Town property. Restaurants will be required to provide an insurance certificate in the amount of \$5,000,000 for Commercial General Liability and Liquor Liability with the Town of Amherstburg named as an additional insured.

Other businesses that do not serve liquor and want to extend their business onto Town property must provide an insurance certificate in the amount of \$2,000,000 for Commercial General Liability with the Town of Amherstburg named as an additional insured.

5. FINANCIAL MATTERS:

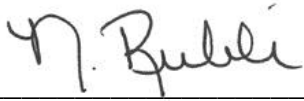
There are no financial implications associated with this report.

6. CONSULTATIONS:

The Amherstburg Public Events Committee, inclusive of Building, Fire and Police, were consulted on this report and concur with its recommendation. The Fire Department will work with the applicants to ensure they have proper clearances for their fire apparatus.

7. **CONCLUSION:**

Administration has no objections to requests to AGCO for an extension of the licensed areas for liquor sales for the above noted establishments on August 3-5, 2018.



Nicole Rubli
Manager of Licensing and Enforcement

HS

<p>DEPARTMENTS/OTHERS CONSULTED: Name: Amherstburg Public Events Committee Phone #: 519 736 0012 ext. 2251</p>

Report Approval Details

Document Title:	Temporary Extension for Liquor Sales for the 'Amherstburg Uncommon' Event.docx
Attachments:	N/A
Final Approval Date:	Jun 19, 2018

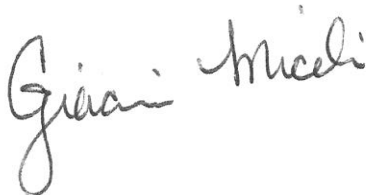
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Jun 11, 2018 - 3:42 PM



Cheryl Horrobin - Jun 14, 2018 - 2:36 PM



John Miceli - Jun 15, 2018 - 12:38 PM



Paula Parker - Jun 19, 2018 - 2:24 PM



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES

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

Author's Name: Rebecca Belanger	Report Date: June 12, 2018
Author's Phone: 519 736-5408 ext. 2124	Date to Council: June 25, 2018
Author's E-mail: rbelanger@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Zoning By-law Amendment for 433 Sandwich St S

1. RECOMMENDATION:

It is recommended that:

1. The report from the Manager of Planning Services dated June 12, 2018, regarding the proposed Zoning By-law Amendment for 433 Sandwich St S, **BE RECEIVED**; and,
2. **By-law 2018-62** 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 5:30 p.m., June 11, 2018, to hear public comments on an application for a Zoning By-law Amendment for 433 Sandwich St S. The Zoning By-law Amendment will change the zoning for the subject lands from the "Commercial Highway (CH) Zone" to "Special Provision Commercial Highway (CH-14) Zone".

3. DISCUSSION:

The subject lands affected by the proposed amendment are described as Part of Lot 3, Concession 1, designated as Part 1, 12R-3753, municipally known as 433 Sandwich St S.

The effect of the Zoning By-law Amendment will be to allow for the full range of commercial highway uses on the subject property. The zone change to permit the proposed development will allow for a reduced interior side yard minimum of 0.2 m, and a reduced rear yard depth abutting a Residential Zone of 7 m. The applicant is also seeking relief from the height restriction in the By-law of 7.5 m; proposing 14 m in height on the front of the building (along Sandwich Street South) to support 3 storeys and 12 m in height on the back of the building for 2 storeys of medical offices.

To the north, south and west of the subject property are commercial establishments. The subject property abuts low density residential uses to the east. According to Section 4.4.2 of the Official Plan, adequate buffer planting will be required between the commercial use and the residential uses.

The proposed CH-14 Special Provision Zoning is compatible with the surrounding neighbourhood and consequently is in keeping with the intent of the Official Plan. The Site Plan Control process will ensure that appropriate stormwater management, landscaping, buffering, lighting, fencing and all criteria of Section 41 in the Planning Act are incorporated into the final site design and as provisions in the development agreement.

The application is consistent with the Provincial Policy Statement, specifically Section 1.3 which states:

“1.3.1 Planning authorities shall promote economic development and competitiveness by:

a) providing for an appropriate mix and range of employment and institutional uses to meet long-term needs;
b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses.”

and

“d) ensuring the necessary infrastructure is provided to support current and projected needs”

4. RISK ANALYSIS:

The recommendation presents little to no risk to the municipality.

5. FINANCIAL MATTERS:

All costs associated with the application are the responsibility of the applicant. Support of commercial operations promotes stability in commercial assessment base.

6. CONSULTATIONS:

No members of the public spoke at the Statutory Public Meeting. Written comments were received from Mark & Christine Bondy, 452 Linden Court, and Tom and Julie Hedgeman, 54 Linden Court, in regard to the application for the Zoning By-law Amendment for 433 Sandwich St S. Council questioned planning administration regarding the issues raised in the correspondence. The concerns expressed in this correspondence will be addressed as part of the site plan control process.

The proposed Zoning By-law Amendment was published and circulated to the required agencies, property owners and municipal departments in accordance with the requirements of the Planning Act, R.S.O. 1990, c.P. 13 and associated regulations.

The Essex Region Conservation Authority (ERCA) has stated that the lands are not located within a regulated area that is under their jurisdiction. ERCA has no objection to this application.

The Engineering and Public Works Department identified no objection to the application.

The Building and Fire Departments identified no objection to the application.

This space left blank intentionally.

7. **CONCLUSION:**

Administration recommends that Zoning By-law 2018-62 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

jm

DEPARTMENTS/OTHERS CONSULTED:

Name: Office of Engineering and Public Works
Phone #: 519 736-3664 ext. 2313

Name: Building Services
Phone #: 519-736-5408 ext. 2136

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

Name: Union Gas
Email: ONTUGLandsINQ@uniongas.com

Name: Ontario Power Generation
Email: Executivevp.lawanddevelopment@opg.com

Name: Essex Region Conservation Authority
Phone #: 519-776-5209

Report Approval Details

Document Title:	Zoning By-law Amendment for 433 Sandwich St S.docx
Attachments:	- Report to Council- June 25- Zoning By-law Amendment for 433 Sandwich St S- ATTACHMENTS.pdf
Final Approval Date:	Jun 19, 2018

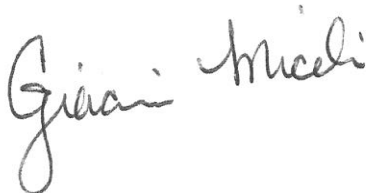
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Jun 14, 2018 - 12:52 PM



Cheryl Horrobin - Jun 15, 2018 - 8:21 AM



John Miceli - Jun 15, 2018 - 12:43 PM



Paula Parker - Jun 19, 2018 - 2:27 PM

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

TAKE NOTICE that the Council of the Corporation of the Town of Amherstburg will hold a public meeting on **Monday, June 11, 2018 commencing at 5:30 p.m.** in the Town of Amherstburg Council Chambers, 271 Sandwich Street South, Amherstburg, Ontario, to consider a proposed amendment to the Town of Amherstburg Zoning By-law 1999-52 under Section 34 of the Planning Act, RSO 1990 cP.13.

THE SUBJECT LAND affected by the proposed amendment is described as a portion of Part of Lot 1, Concession 3, designated as Part 1, 12R-3753, municipally known as 433 Sandwich St S. The property has 210 ft of frontage along Sandwich St S and 317 ft depth with a total area of 1.53 acres (see key map below).

THE PURPOSE OF THE AMENDMENT is to change the zoning of the subject lands noted above from the “**Commercial Highway (CH) Zone**” to “**Special Provision Commercial Highway (CH-14) Zone**” to permit the further development of the site for commercial space specifically for a pharmacy and doctor’s offices, within a three floor addition to the front of the existing building and a second floor addition to the existing building at the rear of the property. The parcel is designated General Commercial in the Town’s Official Plan.

THE EFFECT OF THE ZONING BY-LAW AMENDMENT will be to allow for the full range of commercial highway uses on the subject property. The zone change to permit the purposed development will allow for a reduced interior side yard minimum of 0.2 m, a reduced rear yard depth abutting a Residential Zone of 7 m. The applicant is also seeking relief from the height restriction in the By-law of 7.5 m; proposing 14 in height on the front of the building to support 3 storeys and 12 m in height on the back of the building for 2 storeys of medical offices. Any future development will be subject to site plan approval.

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

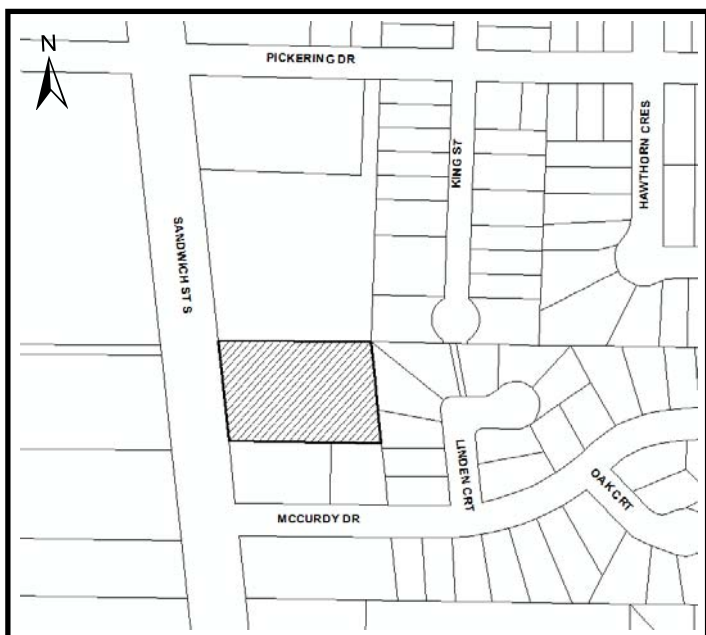
IF A PERSON OR PUBLIC BODY would otherwise have an ability to appeal the decision of the Council for the Corporation of the Town of Amherstburg to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Corporation of the Town of Amherstburg before the by-law is passed, the person or public body is not entitled to appeal the decision.

IF A PERSON OR PUBLIC BODY does not make oral submissions at a public meeting, or make written submissions to the Corporation of the Town of Amherstburg before the by-law is passed, 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 is reasonable grounds to do so.

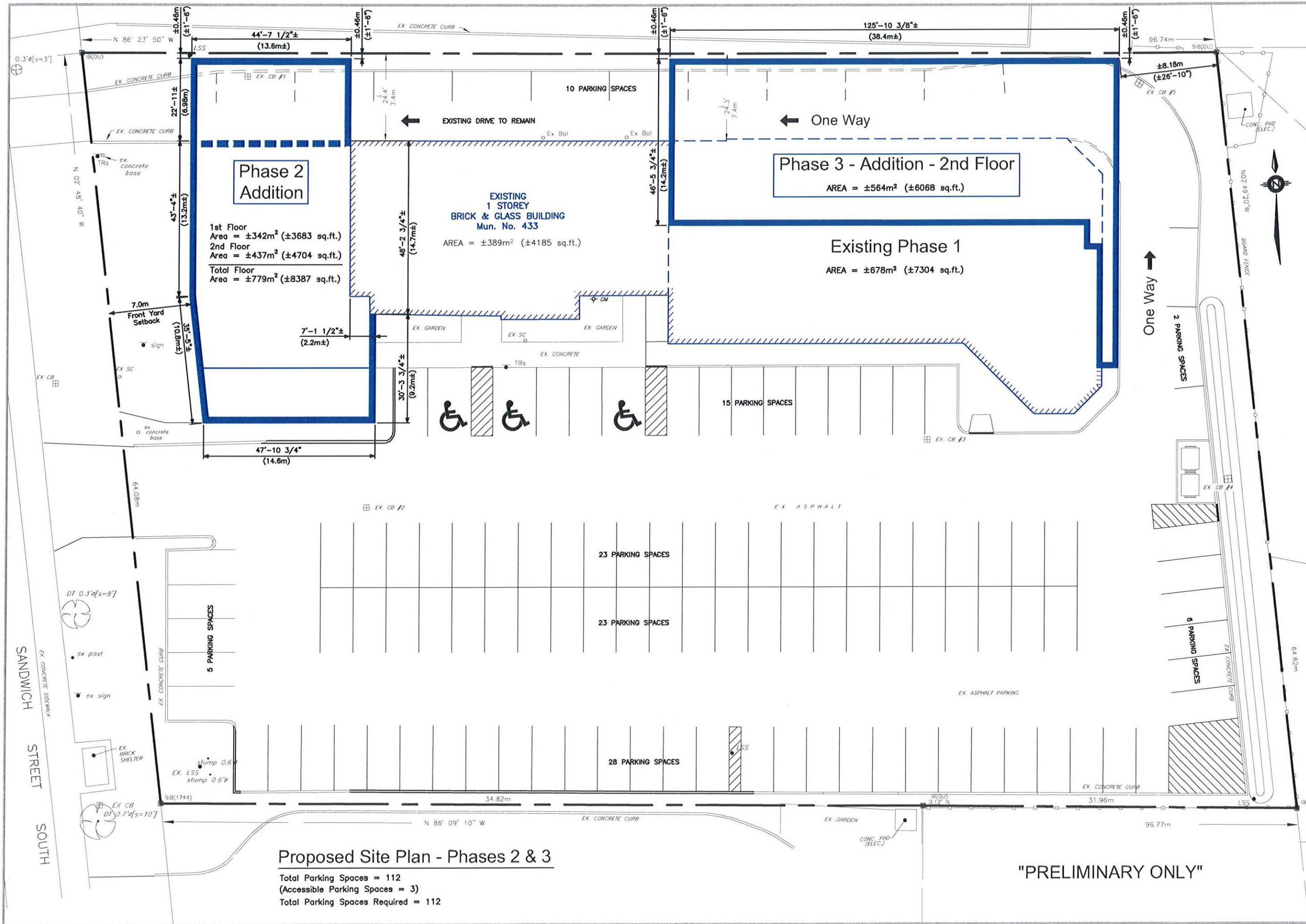
ADDITIONAL INFORMATION relating to the proposed Zoning By-law Amendment (File No. ZBA/9/18) is available for inspection at the Town of Amherstburg Planning Offices at the Libro Centre, 3295 Meloche Road, during normal office hours, 8:30 a.m. to 4:30 p.m. or at the Town website www.amherstburg.ca. If you wish to be notified of the passage of the proposed by-law you must make a written request to the Town at the address below.

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

KEY MAP



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



Proposed Site Plan - Phases 2 & 3

Total Parking Spaces = 112
 (Accessible Parking Spaces = 3)
 Total Parking Spaces Required = 112

"PRELIMINARY ONLY"

MEO & ASSOCIATES INC.
 Architectural & Engineering Consultants

3600 Seven Lakes Drive, Suite 200, LaSalle, Ontario, N9H 0E5, Canada
 TEL: (519) 250-8088 FAX: (519) 250-8070
 EMAIL: rmeo@mecoassociates.com WEB SITE: www.meo-group.net

HEALTH CARE CENTER
PHASES 2 & 3
 433 SANDWICH STREET SOUTH, AMHERSTBURG, ONTARIO

SITE PLAN (PRELIMINARY)

PROJECT:
 SCALE: 1:300
 AUTOCAD REF.:
 4717-2 - Site Plan - Ph2 & 3
 DATE: MAY 2, 2018
 PROJECT No.:

4717.2

**CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2018-62**

**By-law to amend Zoning By-law No. 1999-52
433 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 45 of By-law 1999-52, as amended, is hereby amended by changing the zone symbol on those lands shown as "Zone Change from CH to CH-14" on Schedule "A" attached hereto and forming part of this By-law from "Commercial Highway (CH) Zone" to "Special Provision Commercial Highway (CH-14) Zone".

2. THAT Section 16(4) of By-law 1999-52, as amended, is hereby amended by adding a new subsection (n) as follows;

"(n) CH-14 (433 Sandwich Street South)

Notwithstanding any other provisions of this By-law to the contrary including Section 3(23), within any area zoned CH-14 on Schedule "A" hereto, the zone requirements of Section 16 of the By-law shall apply with the exception of the following:

(i) Interior Side Yard Width (Minimum) 0.2 m
provided that where the interior side lot line abuts a Residential Zone, the minimum interior side yard/ rear yard width shall be 7 m.

(ii) Height Maximum 7.5 m

(i) within the front (west) 25 m of the Zone- 3 storeys to a maximum of 14 m

(ii) within the rear (east) 50 m of the Zone- 2 storeys to a maximum of 12 m"

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 25th day of June, 2018.

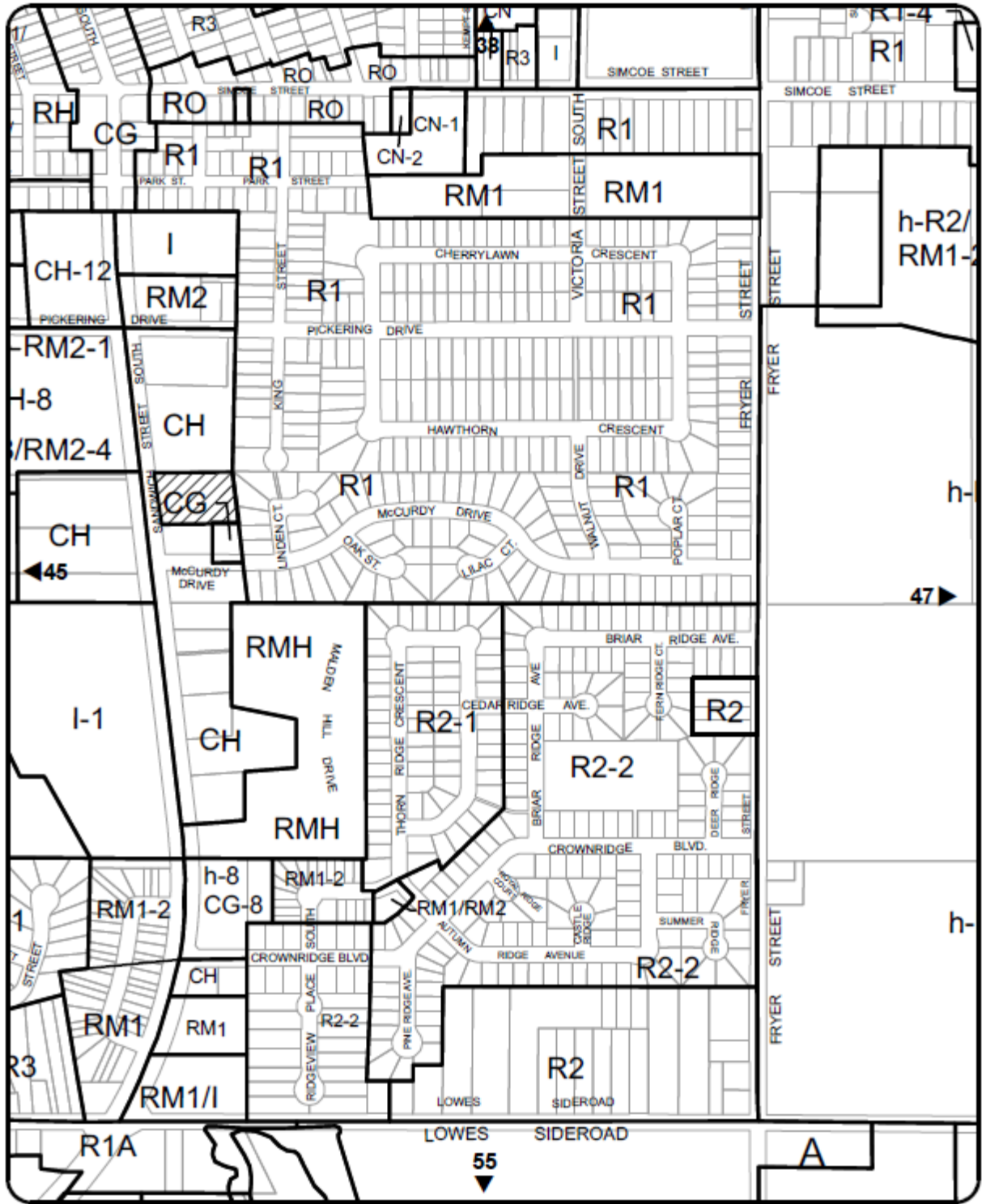
MAYOR- ALDO DICARLO

CLERK- PAULA PARKER


DRAFT

TOWN OF AMHERSTBURG

SCHEDULE "A" TO BY-LAW No. 2018-62
 A BY-LAW TO AMEND BY-LAW No. 1999-52



SCHEDULE 'A'
MAP 46
 ZONING BY-LAW NO. 1999-52

 CH to CH-14

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

May 22, 2018

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

Dear Ms. Belanger:

RE: Zoning By-Law Amendment ZBA-9-18 433 SANDWICH ST S
ARN 372906000000300; PIN: 705670184
Applicant: LUMED MANAGEMENT INC

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-9-18. The purpose of the amendment is to change the zoning of the subject lands to permit the further development of the site for commercial space specifically for a pharmacy and doctor's offices, within a three floor addition to the front of the existing building and a second floor addition to the existing building at the rear of the property. As part of this application we note that our office has provided comments to the municipality on prior site plan control applications. Our comments on this application are consistent with those comments.

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

Our office has reviewed the proposal and has no concerns relating to stormwater management. We understand that any future development would be subject to site plan control and our office is circulated site plan control applications for review by the Municipality.

FINAL RECOMMENDATION

Our office has no objection or additional considerations for this zoning by-law amendment.

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

Ms. Belanger
May 22, 2018

Sincerely,

A handwritten signature in blue ink that reads "Mike Nelson". The signature is written in a cursive style and is placed on a light yellow rectangular background.

Michael Nelson
Watershed Planner
/mn



JUNE 8, 2018

TO: REBECCA BELANGER, MCIP, RPP

REFERENCE: AMENDMENT TO ZONING BYLAW 1999 UNDER SECTION 34 OF PLANNING ACT, RSO 1990 CP. 13 ON SUBJECT LAND, PART OF LOT 1, CONVESSION 3, DESIGNATED AS PART 12-R-3753, KNOWN AS 433 SANDWICH ST.

WE ARE WRITING THIS LETTER IN OPPOSITION TO THIS PROPOSED ZONING BY LAW. WE LIVE AT 452 LINDEN CRT WHICH ABUTS THE REAR OF THE BUILDING IN QUESTION

WE HAVE THE FOLLOWING REASONS TO OPPOSE THE PROPOSED AMENDMENT,

- ① CONSTRUCTION DIRT, DUST AND NOISE INTERRUPTS DAILY LIVES OVER LONG PERIOD OF TIME.
- ② BRIGHT LIGHTS AT BACK OF BUILDING SHINING INTO OUR BACK YARDS AND WINDOWS AFFECTING SLEEP.
- ③ NEED BETTER SECURITY AT BACK, EG; NEW & HIGHER FENCE. (WE HAD A DOUBLE FENCE WITH AN EASEMENT IN BETWEEN, WHICH WAS TORN DOWN. ALSO WITH THE DOUBLE FENCE GONE, WE GET ALL KINDS OF GARBAGE (PLASTIC BAGS, PAPER) BLOWN INTO OUR YARDS & TREES BY THE PREVAILING WINDS FROM THE WEST.

④ WE HAD TO CALL POLICE BECAUSE OF
A 10:00 PM START ON CONTAINERS
IN THE BACK LOT ON A SUNDAY NIGHT

⑤ BLOCKS OUR VIEW + SIGHTLINES

⑥ DEVALUES OUR PROPERTY.

UNFORTUNATELY, WE COULD NOT ATTEND
THE MEETING, ON JUNE 11, 2018 AT 5:30 PM
DUE TO THE FACT WE DO SHIFT WORK.

LOOKING FORWARD TO A FUTURE
CONVERSATION INTO THIS MATTER.

Mark Bondy
Christine R Bondy

MARK + CHRISTINE BONDY
452 LINDEN CRT
AMHERSTBURG ONT

PHONE [REDACTED]

CELL [REDACTED]

TOM HEDGEMAN + Julie Hedgeman
454 LINDEN CRT

Julie Hedgeman

[REDACTED]

J



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: June 11, 2018
Author's Phone: 519 736-5408 ext. 2124	Date to Council: June 25, 2018
Author's E-mail: rbelanger@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Amending Subdivision Agreement for Meadow View Estates

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Manager of Planning Services dated June 11, 2018 regarding an Amending Subdivision Agreement for Meadow View Estates **BE RECEIVED**;
2. The amending Subdivision Agreement between the Town and 1352120 Ontario Limited (Developer) for Meadow View Estates addressing model home permits, oversizing repayment and cash in lieu of parkland dedication **BE APPROVED**; and,
3. **By-law 2018-35** being a by-law to Authorize the Signing of an Amending 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:**

An amendment is required to the August 21, 2017 Meadow View Estates Subdivision Agreement to address matters discussed with the Developer and his solicitor for changes to the provisions relating to the issuance of model home permits, Developer payments for oversizing of the storm sewer and parkland dedication fees.

3. DISCUSSION:

The Town entered into a Subdivision Agreement with 1352120 Ontario Limited on August 21, 2017 for the subdivision and servicing of lands in Meadow View Estates. The subdivision provides for Blocks 1 to 23 of the subdivision for semi-detached residential units, Blocks 24-36 for single detached dwellings and Blocks 1-10 for future development, Block 11 for stormwater management, Block 12 for sanitary sewer and access (and other services), as shown on 12M-638.

The Town has now reached agreement with the Developer, 1352120 Ontario Limited, on a number of outstanding issues relative to Meadow View Estates Subdivision. The issues requiring an amendment to the Agreement were discussed as follows:

- (1) Section 12(ii) of the Agreement which provides for model home permits;

At the December 11, 2017 regular Council meeting, Council approved the issuance of additional model home building permits for four additional dwelling units, (two single detached units and two semi-detached dwelling units) in the first phase of the subdivision resulting in model home building permits for six dwelling units. The amending agreement corrects the language in the original agreement to reflect this additional approval.

- (2) Section 21 (vii) of the Agreement provides for the oversizing of the storm sewer as part of the Meloche Road re-construction project;

The project has been completed and the final cost of the work benefitting the Meadow View Subdivision lands has been determined to be \$625,750.57. An initial repayment in the amount of \$248,802.64 has been invoiced to the Developer and now paid, leaving an outstanding balance of \$376,947.93.

The Town and the Developer have agreed that the outstanding balance will be recovered from the Developer through collections at the issuance of a building permit for each unit. The amount of \$4,142.28 will be paid for each single detached dwelling and for the one commercial lot, and \$2,071.14 will be paid for each semi-detached dwelling unit in accordance with the provision of the Amending Agreement. Prior to the issuance of the last building permit, confirmation that all required storm sewer oversizing costs have been collected by the Town is to be verified. Financing charges at a rate of 2.35% per annum will be applied to the balance outstanding and will be due and payable on December 31 each year.

Further, any remaining balance owing, together with accrued interest, is due and payable in full no later than December 31, 2020.

- (3) Section 45 of the agreement which provides for cash-in-lieu of parkland dedication.

The Planning Act, R.S.O. 1990, c.P. 13 provides for payment in lieu of requiring parkland to be conveyed. For the purpose of determining the amount of any payment required, the value of the land is determined as of the day before the Draft Plan is approved by an appraisal authorized by the Town. The Developer has provided the appraisal which has been reviewed and approved by administration. We agree that the

purchase amount in this case is in keeping with the intent of the Planning Act, R.S.O. 1990, c.P. 13. We are therefore recommending that the amount of \$63,750.00 be paid to the Town by the Developer for cash-in-lieu of parkland.

The Town and Developer have agreed that this fee will be paid by installment at the issuance of a building permit for each unit in the amount of \$700.55 will be paid for each single detached dwelling and one commercial lot and \$350.28 will be paid for each semi-detached dwelling unit in accordance with the provision of the amending agreement. Prior to the issuance of the last building permit, confirmation that all required parkland dedication cash-in-lieu fees have been collected by the Town is to be verified.

- (4) The addition of Schedule "E" to allow for the storm sewer oversizing cost sharing agreement.

Subsequent to discussions with the Developer, Administration identified further changes to the Amending Subdivision Agreement that are recommended to i) apply a financing charge to the deferred payment schedule for cash in lieu of parkland dedication and ii) to ensure that any remaining balance owing for cash in lieu of parkland dedication is due and payable in full no later than December 31, 2020. These changes, along with changes 1 to 4 noted above, have been incorporated into the attached Meadow View Estates Amending Subdivision Agreement for Council approval.

In all other respects the Subdivision Agreement dated August 21, 2017 remains in full force and effect.

4. RISK ANALYSIS:

Approval of the Amending Subdivision Agreement for Meadow View Estates will ensure changes to the original Subdivision Agreement are captured and legally bind the Developer to the agreed upon amounts for parkland dedication cash-in-lieu fees and amounts for cost sharing for the oversizing of the storm sewer as part of the Meloche Road re-construction project.

5. FINANCIAL MATTERS:

The costs associated with the planning processes are the responsibility of the Developer.

The sewer oversizing cost was incurred in 2017, when the sewer was constructed. The funding for that project included \$625,750.57 recoverable from the Developer; which was anticipated to be collected in total in early 2018. As noted above, the amount of \$248,802.64 has been collected and the balance of \$376,947.93 is proposed to be collected, with interest, under the terms of the Amending Agreement. The unpaid balance will be carried as a long-term account receivable of the Town.

Cash in lieu of parkland is generally due and payable prior to issuance of a building permit. The Amending Agreement includes provisions to finance that cost starting January 1, 2018. Administration recommends that a financing charge be applied to that

cost and that payment be due in full by December 31, 2020, consistent with the interest terms applied to the sewer oversizing.

The Amending Agreement confirms the outstanding balances of \$376,947.93 for the oversizing of the storm sewer as part of the Meloche Road re-construction project and \$63,750.00 for the parkland dedication cash-in-lieu fee and ensures the legal responsibility of the Developer to pay these amounts.

6. CONSULTATIONS:

The Director of Corporate Services, Treasurer, Engineering and Public Works Department and Chief Building Official provided review and participation in the preparation of the Amending Subdivision Agreement.

7. CONCLUSION:

The proposed amendments are in conformity with the Town's planning documents and also fulfill the requirements of the Planning Act, R.S.O. 1990, c.P. 13. The amendments to the Agreement will assist in the progress and completion of Meadow View Estates Subdivision.



Rebecca Belanger
Manager of Planning Services

jm

DEPARTMENTS/OTHERS CONSULTED:

**Name: Manager of Engineering and Public Works
Phone #: 519 736-3664 ext. 2313**

**Name: Chief Building Official
Phone #: 519 736-5408 ext. 2136**

Report Approval Details

Document Title:	Amending Subdivision Agreement for Meadow View Estates.docx
Attachments:	- Report to Council- June 25- Amend Sub Agmt- Meadowview Subdivision- ATTACHMENTS.pdf
Final Approval Date:	Jun 20, 2018

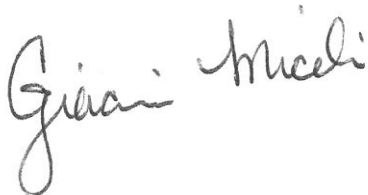
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Jun 15, 2018 - 12:07 PM



Cheryl Horrobin - Jun 20, 2018 - 3:58 PM



John Miceli - Jun 20, 2018 - 4:54 PM



Paula Parker - Jun 20, 2018 - 4:57 PM

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-35

**Being a by-law to authorize the execution of an
Amending Subdivision Agreement between 1352120 Ontario Limited and
the Council of the Corporation of the Town of Amherstburg
Meadow View Estates Subdivision
37-T-16001**

WHEREAS a Subdivision Agreement was entered into between 1352120 Ontario Limited and the Corporation of the Town of Amherstburg on the 21st day of August, 2017 for the subdivision and servicing of lands within Part of Lot 23, Concession 2, (formerly Township of Malden) now Town of Amherstburg;

AND WHEREAS the Developer, 1352120 Ontario Limited, has requested an amendment to the Subdivision Agreement;

AND WHEREAS Section 12(ii) of the subject agreement provided for model home building permits;

AND WHEREAS Section 21 (vii) of the subject agreement provided for the oversizing of the storm sewer as part of the Meloche Road re-construction project;

AND WHEREAS Section 45 of the subject agreement provided for cash-in-lieu of parkland dedication;

AND WHEREAS the Council of the Town of Amherstburg and the Developer of the said property have agreed to the terms and conditions of an Amending Subdivision Agreement in the form annexed hereto;

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 an Amending Subdivision Agreement with 1352120 Ontario Limited, in the form hereto annexed, and the Mayor and Clerk be and they are hereby authorized and directed to sign the original and copies thereof and affix the Corporate Seal thereto.
2. THAT this By-law shall come into force and take effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 25th day of June, 2018.

Mayor- Aldo DiCarlo

Clerk- Paula Parker

TOWN OF AMHERSTBURG

AMENDING SUBDIVISION AGREEMENT

BETWEEN: 1352120 ONTARIO LIMITED

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DRAFT

AMENDING SUBDIVISION AGREEMENT

THIS AGREEMENT made in quadruplicate this 25th day of June, 2018.

BETWEEN: 1352120 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 a Subdivision Agreement was entered into on behalf of 1352120 Ontario Limited, and the Developer represented and warranted to the Town at the time, on the 21st day of August, 2017 for the subdivision and servicing of lands described as Part Lot 23, Concession 2 Malden, designated as Part 4, Plan 12R-18886, save and except Parts 1, 2 and 3, Plan 12R-22062, in the Town of Amherstburg, in the County of Essex and Province of Ontario, which agreement was registered on September 21, 2017 as Instrument No. CE793862 (hereinafter called the “**Subdivision Agreement**”);

AND WHEREAS Section 12 provided for the release of a number of model home permits under certain circumstances;

AND WHEREAS Section 21 (vii) stipulated the oversizing of a storm sewer that was completed by the Town to accommodate the subject development that was installed by the Town as part of the Meloche Road re-construction. The final cost has been determined as the work has now been completed;

AND WHEREAS Section 21 (vii) identified that the developer would be responsible for all costs associated with the oversizing of the storm sewer as part of the Meloche Road re-construction project;

AND WHEREAS pursuant to Section 21(vii) of the Subdivision Agreement, the Town has incorporated the storm outlet needs of the development into the design of a new storm sewer installed as part of the Meloche Road reconstruction, and has installed a section of storm sewer that services the development under the new Meloche Road pathway, and the Developer agreed to be responsible for all costs associated with the oversizing, additional depth and sewer runs, and installation of the section of storm sewer that services the development;

AND WHEREAS the Parties hereto have now agreed upon the terms of payment of the Developer’s share of the costs as aforesaid;

AND WHEREAS Section 33 required the granting of easements for servicing and drainage matters;

AND WHEREAS Section 45 of the subject agreement provided for cash-in-lieu of parkland dedication;

AND WHEREAS an appraisal has been provided to the Town for review and approval. The Developer has requested that the value of the cash-in-lieu be remitted by the Developer at the time that building permits are obtained;

AND WHEREAS the Developer represents and warrants to the Town at the time of registration of the Subdivision Agreement, they were 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 the Parties hereto agree to amend the subdivision agreement dated August 21, 2017 as follows;

1. Section 12(ii) is hereby amended by deleting and replacing the second paragraph with the following:

"Model home building permits shall not exceed eight dwelling units in the first phase of the subdivision.

Model home building permits shall not exceed four dwelling units or ten percent of the total dwelling units in any subsequent phases and shall adhere to all of the requirements in the Town's development manual."

2. Section 21(vii) is hereby amended by adding the following paragraphs:

"The final cost of this work has been determined upon completion of the project to be \$625,750.57. A prepayment in the amount of \$248,802.64 has been paid by the Developer leaving an outstanding balance of \$376,947.93.

The balance of \$376,947.93 shall be payable in installments of \$4142.28 per single detached dwelling unit and for the one commercial lot and \$2071.14 per semi-detached dwelling unit, due and payable upon the issuance of a building permit for each unit within the development, on the basis of the number of dwelling units each such parcel of land has been serviced to support, provided that the remaining balance owing hereunder, together with accrued interest outstanding thereon shall be due and payable in full no later than December 31, 2020.

The said reimbursement for storm sewer works shall be paid at the issuance of a building permit for each unit. Prior to the issuance of the last building permit, confirmation that all required storm sewer oversizing costs have been collected by the Town is to be verified.

The balance outstanding hereunder from time to time shall bear interest from January 1, 2018, hereof at the rate of 2.35% per annum, accrued interest to be calculated yearly and due and payable on December 31, in each year."

3. Section 45 is hereby deleted and replaced with the following:

"In satisfaction of the requirement of the Planning Act, with regard to parkland dedication, that the owner convey up to 5% of the land included in the plan to the Town for park purposes, or cash-in-lieu thereof, the Developer covenants and agrees to pay the Town the sum of \$63,750.00 as determined by an appraisal authorized by the Town as determined as of the day before the Draft Plan is approved as outlined in Sections 51.1(3) and (4) of the Planning Act.

1. The Developer acknowledges that the lands subdivided by the agreement of August 21, 2007 are subject to a parkland dedication fee of \$700.55 be paid for each single detached dwelling and one commercial lot and \$350.28 be paid for each semi-detached dwelling unit. The said parkland dedication fee shall be paid at the issuance of a building permit for each unit. Prior to issuance of the last building permit or no later than December 31, 2020, confirmation that all required

cash-in-lieu fees have been collected by the Town is to be verified. Any remaining balance owing hereunder, together with accrued interest outstanding thereon shall be due and payable in full no later than December 31, 2020. The balance outstanding hereunder from time to time shall bear interest from January 1, 2018, hereof at the rate of 2.35% per annum, accrued interest to be calculated yearly and due and payable on December 31, in each year.”

4. The Subdivision Agreement dated August 21, 2017 is further amended by adding Schedule “E”, Storm Sewer Oversizing Cost Sharing Agreement.
5. In all other respects the said Subdivision Agreement dated August 21, 2017 shall remain in full force and effect. 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 signature of their proper signing officer and the Developer has hereunto affixed its seal attested by the signature of its proper signing officer in that regard.

1352120 ONTARIO LIMITED

Per _____
Jason Laframboise, President

Per _____
Norbert Bolger, Secretary

We 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

Concession 2, Part of Lot 23
being Part 4, Plan 12R-18886,
Geographic Township of Malden,
now in the Town of Amherstburg,
County of Essex,
Province of Ontario

DRAFT

SCHEDULE "E"

STORM SEWER OVERSIZING COST SHARING AGREEMENT

2. The costs for which the Developer is responsible pursuant to Section 21(vii) of the Subdivision Agreement as aforesaid totals \$625,750.57.
3. The Developer shall pay to the Town the sum of \$248,802.64 on account of such total immediately upon execution of this Agreement by both the Town and the Developer.
4. The balance of \$376,947.93 shall be payable in installments of \$4142.28 per single detached dwelling unit and for the one commercial lot and \$2071.14 per semi-detached dwelling unit, due and payable upon the issuance of a building permit for each unit within the development, on the basis of the number of dwelling units each such parcel of land has been serviced to support, provided that the remaining balance owing hereunder, together with accrued interest outstanding thereon shall be due and payable no later than December 31, 2020.

The said reimbursement for storm sewer works shall be paid at the issuance of a building permit for each unit. Prior to the issuance of the last building permit, confirmation that all required storm sewer oversizing costs have been collected by the Town is to be verified.

5. The balance outstanding hereunder from time to time shall bear interest from January 1, 2018, hereof at the rate of 2.35% per annum, accrued interest to be calculated yearly and due and payable on December 31, in each year.

1352120 ONTARIO LIMITED

Per _____
Jason Laframboise, President

Per _____
Norbert Bolger, Secretary

We 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



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF THE CAO

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

Author's Name: Tammy Fowkes	Report Date: June 15, 2018
Author's Phone: 519 736-0012 ext. 2216	Date to Council: June 25, 2018
Author's E-mail: tfowkes@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Appointment of Proxy Holder for Essex Power Corporation's Annual Shareholder's Meeting

1. RECOMMENDATION:

It is recommended that:

1. The report from the Deputy Clerk dated June 15, 2018, regarding Appointment of Proxy Holder for Essex Power Corporation's Annual Shareholder's Meeting **BE RECEIVED**;
2. Mayor Aldo DiCarlo **BE APPOINTED** proxy holder for the Town of Amherstburg for Essex Power Corporation's Annual Shareholder's Meeting;
3. Bill Wark **BE APPOINTED** as the alternate proxy holder for the Town of Amherstburg for Essex Power Corporation's Annual Shareholder's Meeting; and,
4. The Clerk **BE AUTHORIZED** to sign all necessary proxy forms to implement this resolution and forward them to Essex Power Corporation as required.

2. BACKGROUND:

Essex Power Corporation is required to hold an annual meeting of shareholders and occasionally requires a special shareholder's meeting. Administration has been notified that the Annual Shareholder's Meeting will be held Tuesday, July 17, 2018 at 5:30 p.m. at the Essex Power Corporation office, 200-2199 Blackacre Drive, Oldcastle, ON. As a shareholder in Essex Power Corporation, Council is required to pass a resolution to appoint a proxy holder for the upcoming meeting.

Council has passed similar motions each year since 2014, for the same purpose.

3. DISCUSSION:

Since a proxy appointment is not valid for more than one year, the appointment of a proxy holder is made every year prior to the shareholder's annual meeting.

The Town has two (2) Directors appointed to the Essex Power Board, Mayor Aldo DiCarlo and Mr. Bill Wark. Administration recommends that Mayor Aldo DiCarlo be appointed as the proxy holder for the purpose of casting a vote at the annual shareholder's meeting on behalf of the Town. In the absence of the Mayor, administration recommends that Mr. Wark be appointed as the alternate proxy holder.

4. RISK ANALYSIS:

As a shareholder in Essex Power Corporation, Town of Amherstburg Council is required to pass a resolution to appoint a proxy holder in order to cast a vote on behalf of the Town at the shareholder's annual meeting. By not appointing a proxy holder, the Town would be in contravention of its requirement.

5. FINANCIAL MATTERS:

There are no financial implications as a result of this appointment.

6. CONSULTATIONS:

N/A

This space left blank intentionally.

7. CONCLUSION:

The Essex Power Corporation's Annual Shareholder's Meeting will be held on July 17, 2018, in which the Town of Amherstburg requires a proxy holder to cast a vote on behalf of the Town. Administration recommends the appointment of Mayor DiCarlo as the proxy holder, with Mr. Wark as the alternate in case of the Mayor's absence.



Tammy Fowkes
Deputy Clerk



Paula Parker
Clerk

TF

NOTIFICATION :				
Name	Address	Email Address	Telephone	FAX
Bill Wark				

Report Approval Details

Document Title:	Appointment of Proxy Holder for Essex Power Corporation's Annual Shareholder's Meeting.docx
Attachments:	N/A
Final Approval Date:	Jun 19, 2018

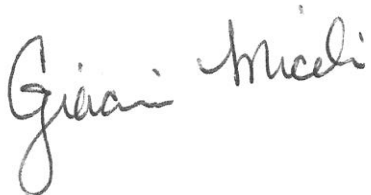
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Jun 19, 2018 - 11:02 AM



Cheryl Horrobin - Jun 19, 2018 - 1:38 PM



John Miceli - Jun 19, 2018 - 2:13 PM



Paula Parker - Jun 19, 2018 - 2:42 PM



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF THE CAO

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

Author's Name: Bruce Montone	Report Date: June 13, 2018
Author's Phone: 519 736-6500 ext. 2241	Date to Council: June 25, 2018
Author's E-mail: bmontone@amherstburg.ca	Resolution #: 20160411-145

To: Mayor and Members of Town Council

Subject: Monthly Fire Department Activity Report – May 2018

1. RECOMMENDATION:

It is recommended that:

1. The report from the Fire Chief dated June 13, 2018 regarding Monthly Fire Department Activity Report - May 2018 **BE RECEIVED for information.**

2. BACKGROUND:

On April 11, 2016, Council adopted the following:

“That Administration BE DIRECTED to provide monthly activity reports within the Building department, Fire department, and Police Services.”

3. DISCUSSION:

The goal of the Amherstburg Fire Department is to provide fire protection services through a range of programs designed to protect the lives and property of the inhabitants from the adverse effects of fire, sudden medical emergencies or exposure to dangerous conditions created by man or nature.

To achieve this goal, the Amherstburg Fire Department utilizes fire suppression and rescue activities, fire inspections, fire investigation, public fire safety education and other fire protection programs as defined by the Fire Protection and Prevention Act, R.S.O.1997. and the Town of Amherstburg, Establishing and Regulating

By-Law # 2017 – 67. The attached, represents activities and program information for the month of May 2018.

4. **RISK ANALYSIS:**

N/A

5. **FINANCIAL MATTERS:**

N/A

6. **CONSULTATIONS:**

N/A

7. **CONCLUSION:**

As directed by Council, the Amherstburg Fire Department will continue to provide monthly activity reports



Bruce Montone
Fire Chief

bm/BM

Report Approval Details

Document Title:	Monthly Fire Department Activity Report May 2018.docx
Attachments:	- Monthly Dashboard Report May 18.pdf
Final Approval Date:	Jun 19, 2018

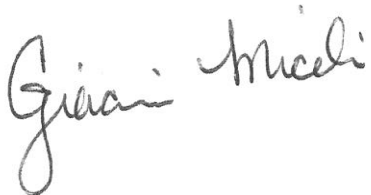
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Jun 11, 2018 - 1:48 PM



Cheryl Horrobin - Jun 15, 2018 - 8:15 AM



John Miceli - Jun 15, 2018 - 12:41 PM



Paula Parker - Jun 19, 2018 - 2:26 PM



FIRE SERVICES DASHBOARD

1 - SERVICE LEVEL DELIVERY		2017	YTD 2018	May-17	May-18
INCIDENTS		522	217	48	41
Incident Types	OFM codes				
Fire	01 - 29	70	19	9	5
False Fire Alarms	31 - 39	103	47	10	8
Public Hazard	41 - 59	46	19	6	4
Rescues	601 - 69	68	30	7	5
Medical	701 - 899	137	54	11	10
Others	91 - 99	98	48	5	9

Number of calls by station		2017	YTD 2018	May-17	May-18
Station # 1		189	85	18	17
Station # 2		98	40	13	7
Station # 3		59	25	4	4
Duty Officer		176	67	13	13

2 - AVERAGE RESPONSE Targets		2017	YTD 2018	May-18 AVG	May-18
Alarm Transfer Time	95th Percentile	Not Currently Available			
Alarm Answering Time	95th Percentile	Not Currently Available			
Alarm Processing Time	90th Percentile	n/a	0:02:27	0:01:25	0:02:12
Alarm Handling Time	90th Percentile	Not Currently Available			
Turn out time	90th Percentile	n/a	0:07:23	0:04:09	0:08:03
Travel Time	90th Percentile	n/a	0:07:00	0:03:54	0:06:08
Intervention Time	90th Percentile	Not Currently Available			
Total Response Time	90th Percentile	Not Currently Available			

3 - OTHER STATISTICS		2017	YTD 2018	May-17	May-18
Total Training Session		196	75	21	20
Total Training Session (Station 1)		46	22	4	5
Total Training Session (Station 2)		46	22	5	5
Total Training Session (Station 3)		48	22	5	4
Total Training Session (Extra)		56	9	7	6
Total Routine Station Maintenance & Inspection		148	61	13	13
Fire Prevention Inspections		65	24	3	7
Business Licenses Inspections		N/A	7	2	3
Fire Prevention Program Activities (i.e. Lockbox, Tapp-C)		N/A	49	N/A	27
Fire Safety Plan Reviews		5	12	N/A	3
Vulnerable Occupancy Annual Inspections		12	0	0	0
Fire Permits Issued		N/A	144	N/A	66
Fire Permit Inspections		N/A	305	N/A	141

4 - COMMUNITY IMPACT		2017	YTD 2018	May-17	May-18
Total \$ Loss (2017 \$ Loss - an estimate)		1,097,500	191,800	0	0
Total \$ Saved (2017 \$ Saved - an estimate)		1,467,750	1,120,000	0	0
Residential Fire Related Injuries (Entire)		3	0	0	0
Fire Fighter		0	0	0	0
Public		3	0	0	0
Residential Fire Related Fatalities (Entire)		0	0	0	0



FIRE SERVICES

DASHBOARD

5 - CHIEF'S COMMENTS

In the month of May, in cooperation with the Medical Officer of Health and the Public Health Unit, the distribution of KI pills began for the (Primary) Detailed Planning Zone (16.1 km). Not all affected residents attended. MOH will work with us to have the remaining pills distributed. Plans are underway to distribute on a voluntary basis in the Contingency (32KM) and Ingestion (80 Km) Planning Zones.

A successful transition from Deputy Chief Lee Tome to Deputy Chief Paul Acton was undertaken. Deputy Acton has conducted two Operations meetings with senior officers. Several Operational priorities were identified including a new Incident Command SOP and some operational enhancements were implemented. Preparation has begun to receive next month, our new support vehicles at all three stations.

31-May-18



NACC
National Airlines
Council of Canada



CNLA
Conseil national des lignes
aériennes du Canada

Dear Mayor DiCarlo,

Re: Cross-country consultations on air passenger rights and the aviation ecosystem

As a mayor and municipal leader, you understand better than most the importance of safe, efficient and economical transportation to your community and to Canada. With the Canadian Transportation Agency (CTA) holding [public consultations on a new passenger rights regime](#), I want to enlist your support to ensure that these hearings contribute to an improved, more competitive air passenger transportation system.

Every day in Canada, some 350,000 air travellers have safe and uneventful flights. Thousands of people in many organizations including airlines, airports, air traffic control, and government agencies responsible for border control, security, customs and immigration contribute to the success of every flight.

But for those air travellers, most of these interactions occur behind the scenes. Which is why it is not surprising that when something goes awry, responsibility is often assigned to the most visible player—the air carrier. There is little discussion of the role played by others involved in their flight or the impact of external forces, such as weather or distant ground stops.

Commercial aviation is highly complex anywhere. Canada's operating environment, including climate, geography and population distribution requires an

exceedingly high level of coordination and operational sophistication. Adding to the cost and complexity of commercial aviation in this country are federal policies that make it increasingly difficult for our air transport system to remain globally competitive.

Together, these thousands of people, dozens of organizations along with our policy and regulatory environment make up Canada's aviation ecosystem. Attempts to improve passenger air travel through government regulation must look at the ecosystem as whole.

For example, system-wide capacity issues are caused by labour and other shortages in our partner organizations and government agencies. The Canadian Air Transport Security Authority (CATSA) and the Canada Border Services Agency (CBSA) have stagnant budgets with which to manage growing responsibilities.

Airport infrastructure dictates many aspects of airline operations, as do government regulations. For example, de-icing regulations, essential as they are, can lead to tarmac delays because of capacity issues. Canada's climate and challenging weather conditions, which are in no one's control, can disrupt airline scheduling.

Focusing solely on airlines and developing a punitive system to enforce new regulations, while easy, may well fail to deliver the travel experience Canadian air passengers want and deserve. Consider the experience of the United States, where harsh regulations fining airlines for tarmac delays seem to have backfired.

According to [a study by Dartmouth College and the Massachusetts Institute of Technology](#), the regulations have "significantly increased" the number of passenger delays, with each minute of time saved waiting on the tarmac translating into roughly three minutes of total passenger delay.

This is due primarily to increases in flight cancellations, resulting in passengers needing to rebook and often leading to extensive delays in reaching their final destination. Such an unanticipated outcome in Canada would be particularly challenging for northern, remote and Atlantic communities, which are more vulnerable to weather-related events.

This example points to the need for a balanced and holistic approach that recognizes operational and safety realities and encourages system-wide improvements in capacity and operations, including security, border screening, air traffic control and airport infrastructure.

We have created a video (see below) to explain the complexity of the commercial aviation ecosystem and why every policy that affects aviation must recognize that ecosystem and ensure better coordination, greater synergies and more collective accountability among its members.

We encourage you to share the video with your council colleagues, staff and constituents. We also encourage you to advocate to the CTA and the Minister of Transport for an approach to passenger rights that recognizes the complexity of the aviation system and Canada's unique operating environment.

Our member airlines want to work with you and your communities to make passenger air travel in Canada better for everyone. No one will benefit from a simplistic approach that creates unintended consequences that hurt the people they intended to help.

If you have any questions or concerns, please do not hesitate to contact me directly at mbergamini@aviationcouncil.ca.

Sincerely,

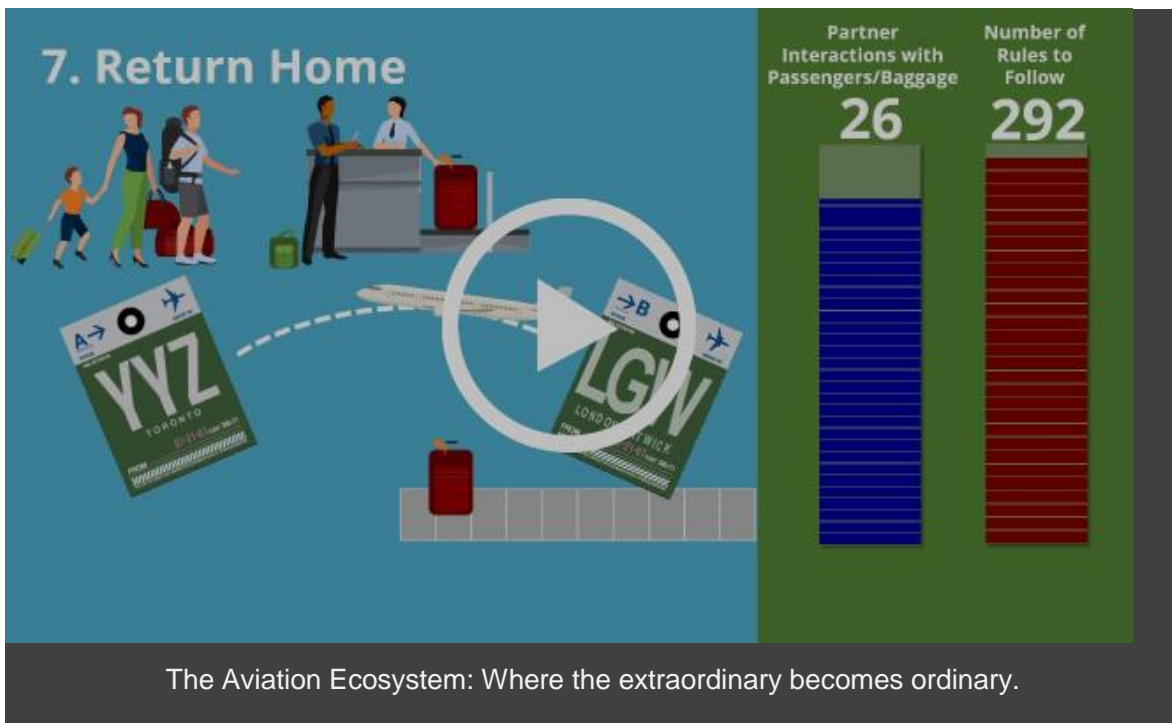


Massimo Bergamini

President & CEO

NATIONAL AIRLINES COUNCIL OF CANADA

The National Airlines Council of Canada is the trade association that represents Canada's largest commercial airlines: Air Canada, WestJet, Jazz Aviation, and Air Transat. Together, our members transport 92 percent of domestic passengers in Canada and employ almost 50,000 Canadians from coast to coast to coast.





BACKGROUND: The Aviation Ecosystem

Every day, more than 15,000 passenger aircraft take off and land at Canadian airports. Those 15,000 flights carry some 350,000 passengers, double the number in 1995, the vast majority of whom experience pleasant, on-time flights.

Every flight, domestic or international, is governed by hundreds of regulations and involves thousands of people in multiple organizations. This is the aviation ecosystem, and it includes air traffic control, airlines, airports, border agencies, ground handling, the federal regulator, security - even passengers have a role in ensuring its smooth function.

Canadian aviation is recognized globally for excellence. But the pressure of growing demand and the vastness of our territory, along with the greater likelihood of extreme weather in Canada require all aviation partners - airlines, airports, government, air traffic control, and others - to work together to manage system capacity and meet demand.

Many aspects of the system, not obvious to passengers, can affect airline performance. For example, delays anywhere and for a number of reasons—including weather, security, border processes, or others—will affect the rest of the system.

The aviation eco-system is finely balanced. From air space to airport slots to ground handling to security and border screening, its successful operation involves careful capacity management.

Maintaining balance and improving the air travel experience requires a **holistic and integrated** approach that recognizes operational and safety realities and encourages system-wide improvements in capacity and operations, including security, border screening, air traffic control and airport infrastructure.

The international experience tells us that attempts to improve passenger air travel must look at the ecosystem as whole. For example, US tarmac delay rules with their highly punitive monetary administrative penalties have resulted in a reduction in tarmac delays, but an **increase in flight cancellations and in overall in transit time for passengers**¹.

Prescriptions for change developed without considering the entire system risk unintended consequences, including new costs for travellers.

¹ Tarmac Delay Policies: A Passenger-Centric Analysis, MIT International Center for Air Transportation (ICAT), January 2016

Backgrounder: The Aviation Ecosystem.

COMMITTEE OF COUNCIL

Regular Co-An Park Committee – MINUTES

MEETING OF May 10, 2018

The regular meeting for the Co-An Park Committee was held THURSDAY, May 10, 2018 at 5:00 PM at the Co-An Park office at 11071 11th Concession Rd., McGregor, Ontario. The Chairman Tina McAgy called the meeting to order and welcomed members and guests.

1. **Roll Call**

Tina McAgy, Town of Essex, Chairman

Jonathan Little, Town of Essex

Richard Meloche, Deputy Mayor, Town of Essex

Chris Drew, Town of Amherstburg

Murray Sellars, Town of Amherstburg

Jim Meloche, Town of Essex, Vice Chairman

Joanne Bissonnette, Recording Secretary and Treasurer

Regrets

Leo Meloche, Councilor, Town of Amherstburg

Delegates

Gary Struhar - Essex Steam and Gas Engine Museum President

Morris Kurzuk – Essex Steam and Gas Engine Museum Executive

Brian Caza - Essex Steam and Gas Engine Museum Executive

Debbie Caza - Essex Steam and Gas Engine Museum Executive

2. **Meeting Called to Order**

Tina McAgy, Chairman of the Co-An Park Committee called the meeting to order

3. **Declarations of Conflict of Interest**

No declarations of conflict of interest reported.

4. Adoption of Published Agenda

- a) May 10, 2018 Regular Co-An Park Committee Meeting Agenda

Moved by Murray Sellars

Seconded by Chris Drew

(CAP-2018-05-26) That the published agenda for May 10, 2018 Regular Co-An Park Committee

meeting be adopted as presented. Carried

5. Minutes

- a) April 2, 2018 Co-An Park Committee Regular Meeting Minutes

Moved by Chris Drew

Seconded by Richard Meloche

(CAP-2018-05-27) That the minutes of the Regular Meeting for the Co-An Park held April 2, 2018

be adopted as presented. Carried

6. Costing Report

- i) Committee reviewed and noted Costing report at May 5, 2018

7. Old Business

- i) Cancer Jamboree – park rental fee

Moved by Chris Drew

Seconded by Jim Meloche

(CAP-2018-05-28) That the Co-An park waive rental fees for the 2018 Music Jamboree for Cancer

slated for June 10. Carried

- ii) Essex Gas and Steam Club-park rental fee

Moved by Chris Drew

Seconded by Richard Meloche

(CAP-2018-05-29) To acknowledge the help that members of the ESGEM have given that the Co-

An park waive the rental fees for the 2018 August Annual show. Carried

iii) Co-An 40th Celebration (July 28)

- Jim Bullard and Ken Holden have agreed to barbecue meal
- Tree dedications for the 2018 season

Moved by Jim Meloche

Seconded by Chris Drew

(CAP-2018-05-30) That tree dedications for the 2018 season be awarded to Murray Sellars and

the late Robert Anderson. Carried

- Confirming Day's Event:
 1. Co-Ed tournament \$560 per team (\$40 x 14 players) includes:
Guaranteed 3 games of baseball, Steak/Chicken dinner, Komedy show ticket
 2. Cash Bar 11am -?
 3. DJ Noon all day (Noon till??)
 4. Children Games (1-3 pm)
 5. Tug of War between towns 4pm (tentative)
 6. Tree Dedication - 5 pm
 7. Meal 5:45 pm- 7:30pm
 8. Door Prizes / Raffle 8:00 pm
 9. Komedy Show 8:30 pm - show only \$15 / Meal & Show \$30
- T-Shirts – Ryan Raymond quoted even exchange for park rental (Value \$450) for 40 T-shirts

plus misc. items for door prizes (Last year Ryan donated 28 shirts at no cost)

racemerchandise.ca design@racemerchandise.ca **ART PROOF** 1 of 1

CUSTOMER: Joanne Bissonnette
JOB: Co-An 40th Anniversary Tee
NOTES: 1. Gildan 5000 Adult Heavy Cotton Tee :: Indigo Blue

PROOF 1: APR 19/18
 PROOF 2:
 PROOF 3:

****PRODUCTION CANNOT PROCEED WITHOUT CUSTOMER APPROVAL****

FRONT							FRONT								
INK COLOURS	1	2	3	4	5	6	7	INK COLOURS	1	2	3	4	5	6	7
PANTONE	base	711	652	white	000	000	000	PANTONE	base	711	652	black	000	000	000

IMPORTANT Please take time to review the artwork closely to ensure all colours, locations and spellings are correct. While we work hard to ensure quality and accuracy, any errors not corrected during the approval process will be the responsibility of the customer. Please reply with approval or any questions /

Moved by Chris Drew

Seconded by Jonathan Little

(CAP-2018-05-31) That we purchase T-shirts thru Ryan Raymond and offset cost against the park

rental fee of \$450 for the Mug Run. Carried

8. Delegates – ESGEM

i) ESGEM – have concerns when the park has larger events, the public uses additional parking

near Sertoma shelter and around their buildings; beer bottles and ruttis are continually found.

The Co-An committee will send out a memo to leagues to remind players not to drink in undesignated areas and to be mindful where they park, and the ESGEM have been instructed to

call police if they see persons drinking in parking lot.

ii) Discussion took place regarding last year’s annual show and the Co-An has confirmed there

will be no baseball on Friday or Saturday and Sunday ball will not use Dia#1

iii) ESGEM confirming they pay hydro and water and the Sertoma shelter but the Co-An park

owns the building

iv) Co-An committee acknowledging that anything happening at the park they need to know; a

copy of the calendar of events will be forwarded to the ESGEM and the Co-An committee requested the same of the ESGEM as well as a copy of their insurance,

v) The park rental contract needs to be amended as discussed and they requested a LCBO

permit; the Co-An committee has no issue as long as there is a fenced designated drinking area

and it meets all LCBO requirements; it is to be the area in front of their stage, to be open Saturday and Sunday, a copy of permits shall be forwarded to the park.

9. New Business

i) Office flooded; a compression coupling burst – floor damaged, Gary tried to dry carpet but had

to remove, must replace flooring

Moved by Murray Sellars

Seconded by Chris Drew

(CAP-2018-05-32) That a thin plywood sub floor is installed and painted and when funds are

available to re-visit to apply proper flooring. Carried

ii) Pirates Bounty donated \$1,000 to park, Co-An committee noted

iii) Tricia Meloche requested that she be allowed to install signage near propane tank and near serving area for the canteen “Diamond in the Rough”.

Moved by Murray Sellars

Seconded by Chris Drew

(CAP-2018-05-33) That Jim Meloche install supplied Canteen signage by Tricia Meloche as

requested. Carried

iv) Old Equipment – Pulverizer

Moved by Richard Meloche

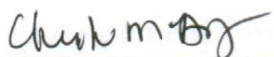
Seconded by Jonathan Little

(CAP-2018-05-34) That Murray Sellars be allowed to purchase the pulverizer at a cost of \$300.

Carried

10. Adjournment

Meeting adjourned



Christine McAgy – Chairman



Joanne Bissonnette - Secretary Treasurer

CO-AN Park - Costing Report May 8, 2018

REVENUE	Proposed		
Operating Line	2018 Actual	2018	Variance
4030 Town of Amherstburg	\$ 17,500	17,500	-
4020 Town of Essex	\$ 17,500	17,500	-
	\$ -	-	-
2654 Town of Amherstburg - Capital	\$ -	-	-
2654 Town of Essex - Capital	\$ -	-	-
		-	-
		-	-
1060 RBC Balance @ Year End 12/31/17	\$ 11,007	1,642	(9,365)
	\$ 46,007	36,642	(9,365)
User Fees & Services			
	\$ -	-	-
4425 Banner Advertising	\$ -	-	-
Food Rights Sold	\$ -	925	925
4450 Donations	\$ 1,000	-	(1,000)
4040 User fees / Baseball	\$ 1,177	7,500	6,323
4205 Events -Family Reunions/Organizations	\$ 325	3,000	2,675
4200 Events - Jack n Jills	\$ 2,850	3,200	350
4430 Insurance - Town of Essex Rider	\$ 400	550	150
4201 Events - Heater	\$ -	-	-
4240 Rubber Base Revenue	\$ 150	850	700
4230 Set Up Fees	\$ 150	2,500	2,350
4040 User Fees / Soccer	\$ -	2,250	2,250
4040 User Fees / Tennis	\$ -	-	-
4420 Appreciation Day/Komedy Korner	\$ -	8,500	8,500
4210 Events - Baseball Tournaments	\$ 1,775	2,375	600
	\$ 7,827	31,650	23,823
Concession Stand			
4220 Pop stand	\$ -	-	-
	\$ -	-	-
Total Revenue - Operating Funds \$ 53,834 68,292 14,458			

EXPENDITURES

Contracted Services	Proposed		
	2018 Actual	2018 Budget	Variance
5720 Park Maintenance Wage	\$ 4,000	25,000	21,000
5784 Office Wage	\$ 5,750	13,600	7,850
	\$ 9,750	38,600	28,850
Concession Stand -Supplies & wages			
5755 Pop Stand - repairs, maintenance	\$ 1,530	750	(780)
	\$ 1,530	750	(780)

Materials, Supplies & Services		2018 Actual	Proposed 2018 Budget	Variance
5615 Advertising	\$	115	-	(115)
5620 Bank fees	\$	65	155	90
5630 Baseball Diamonds - supplies	\$	304	1,000	696
5625 Building Maintenance - supplies/repairs	\$	228	1,700	1,472
5626 Building Maintenance - due to vandalism	\$	215	-	(215)
5645 Co-An Appreciation Day/Komedy Korner	\$	263	6,000	5,738
5730 Equipment Vehicle - Fuel & repair	\$	1,466	1,200	(266)
	\$	-	-	-
5890 Waste Collection fees	\$	120	1,175	1,055
5680 Grounds, parking lot, landscape	\$	-	500	500
5685 Insurance - Town of Essex Rider	\$	335	575	240
5695 Janitorial supplies	\$	458	1,500	1,042
5755 Pop Stand Repairs	\$	1,529	-	(1,529)
5700 Office supplies	\$	697	1,600	903
5781 Sanitation	\$	-	-	-
4200 Security deposits reimbursed	\$	-	1,500	1,500
5630 Soccer field - supplies	\$	-	750	750
5790 Utilites	\$	2,342	10,000	7,658
5900 Capital Asset Expenditures	\$	1,879	0	(1,879)
	\$	10,015	27,655	17,640

Total Operating Expenses	\$	21,295	67,005	45,710
---------------------------------	-----------	---------------	---------------	---------------

Net Total - Revenue less Expenses	\$	32,539	1,287	(31,252)
--	-----------	---------------	--------------	-----------------

Break Down of RBC Account

Capital held @RBC for Enclosure	\$	992
Fundraising/ held @ RBC	\$	1,003
Rubber Base held @ RBC	\$	2,930
Operating Funds balance - Held @ RBC Dec 31, 2017	\$	27,614
Total held at RBC @May 8, 2018	\$	32,539

Investments & Other Income

Capital Grants

	Revenue
Town of Amherstburg - 2018 Reserve	15,000
Town of Essex - 2018 Reserve	15,000
Town of Amherstburg - 2017 Reserve	1,761
Town of Essex - 2017 Reserve	1,761
Total Reserve Funds	33,522

Parks, Facilities, Recreation and Culture - Open Council Motions

UFB Item	Assigned to	Assigned date	Due date	Councillors	MOTION	Dept Comments/Status
20160425-178	Rebecca Belanger & Annette Zahaluk	25-Apr-16		Fryer/Pouget	That Administration BE DIRECTED to provide clarification and information to residents regarding the number of trees ERCA is going to provide to residential homeowners for the 50 Million Trees program, and further to look into the possibility of adding present day green spaces.	Administration compiling information for report - Awaiting completion of the Parks Master Plan
20160509-212	Anne Rota	09-May-16		Pouget/Fryer	That the Town fund and erect a plaque in the honour of the late Senator Eugene Whelan and his wife, Mrs. Elizabeth Whelan for their role in entertaining the former Soviet Ambassador Aleksander Yakovlev and Mikhail Gorbachev while visiting our historic Town, marking the location of the "Walk that Changed the World" for consideration and voting at the May 9th, 2016, Regular Council Meeting.	Administration compiling information for report - Update report went to Council September 12, 2016.

Planning, Development and Legislative Services - Open Council Motions

UFB Item	Assigned to	Assigned date	Due date	Councillors	MOTION	Dept Comments/Status
ECDEV 2	Tony DeThomasis	10-Dec-14			That Council direct Administration to bring a report on the discrepancy between Marsh Drive and Marsh Court, and the process to change the street name.	Policy under development.
20160425-178	Rebecca Belanger & Annette Zahaluk	25-Apr-16		Fryer/Pouget	That Administration BE DIRECTED to provide clarification and information to residents regarding the number of trees ERCA is going to provide to residential homeowners for the 50 Million Trees program, and further to look into the possibly of adding present day green spaces.	In progress - Awaiting completion of the Parks Master Plan

Unfinished Business Lists - eScribe as at June 25, 2018

Assigned To	Description
Rebecca Belanger, Dawn Morencie, Mark Galvin	Resolution # 20170508-692 Meloche/Fryer That Administration BE DIRECTED to bring back a report on the feasibility of amendments to the Zoning By-law by the end of the summer.
Dawn Morencie	Resolution # 20170523-719 Pouget/Lavigne That the delegation BE RECEIVED and Administration BE DIRECTED to bring back a report regarding the request from Roxanne Ouellette and further lobby the Federal Government to form a partnership to purchase the land with permission from the Whelan family.
Annette Zahaluk, Dawn Morencie	Resolution # 20170612-760 Pouget/Fryer Administration BE DIRECTED to plant a tree in honour of the Highway for Heroes.
Nicole Rubli, Annette Zahaluk, Dawn Morencie	Resolution # 20170710-793 Fryer/Pouget That the delegation BE RECEIVED and the request for exemption to By-law 2004-89 4(b) for accessible space outside the designated fishing area at King's Navy Yard Park BE APPROVED for August 22, 2017 with a rain date of August 23, 2017; and, That Administration BE DIRECTED to designate 3 accessible spaces for fishing within King's Navy Yard Park until other accessible fishing locations are offered by the Town.

Unfinished Business Lists - eScribe as at June 25, 2018

Assigned To	Description
Dawn Morencie	<p style="text-align: center;">Resolution # 20170911-875 Pouget/DiPasquale</p> <p>That Administration BE DIRECTED to investigate the feasibility of a public transportation system that would benefit our residents, especially our seniors and our post secondary students, to travel to and from Windsor.</p>
Dawn Morencie	<p style="text-align: center;">Resolution # 20171010-919 Fryer/Pouget</p> <p>That Administration BE DIRECTED to bring a report back to Council with options to secure and preserve the Big Creek area north of Alma Street in collaboration with other willing agencies and boards.</p>
Mark Galvin, Rebecca Belanger, Dawn Morencie	<p style="text-align: center;">Resolution # 20171010-920 Pouget/Fryer</p> <p>That Administration BE DIRECTED to bring back a report to Council to set forth requirements to charge any new homeowner or developer a fee for the Town to plant a tree of 3 in caliper in front of any new home on Town property that is not part of a subdivision agreement.</p>

Unfinished Business Lists - eScribe as at June 25, 2018

Assigned To	Description
Rebecca Belanger, Dawn Morencie, Mark Galvin	<p style="text-align: center;">Resolution # 20180122-14 Meloche/Fryer</p> <p>Declared 7860 County Road 20 as surplus property to be severed into 2 parcels; and, directed Administration to enter into negotiations with the Malden Fire Association for the sale or lease of the former Malden Fire Hall and to develop an RFP for the disposition of the remaining parcel of property.</p> <p style="text-align: center;">*** Send information to the Heritage Committee.</p>
Justin Rousseau, Cheryl Horrobin, Dawn Morencie	<p style="text-align: center;">Resolution # 20180514-167 Fryer/Pouget</p> <p>That Administration BE DIRECTED to review funding possibilities for South Riverview Road.</p>
Eric Chamberlain, Antonietta Giofu, Dawn Morencie, Todd Hewitt	<p style="text-align: center;">Resolution # 20180528-177 Fryer/Lavigne</p> <p>That Administration BE DIRECTED to investigate the matter on Angstrom Crescent with respect to the road condition and the Roads Needs Study and prepare a report to be brought back to Council.</p>
Antonietta Giofu, Dawn Morencie	<p style="text-align: center;">Resolution # 20180528-188 Fryer/Pouget</p> <p>That the Town of Amherstburg participate in OGRA's Autonomous Vehicle Initiative and that this matter be referred to staff to develop a list of preferred routes with the municipality.</p>

Unfinished Business Lists - eScribe as at June 25, 2018

Assigned To	Description
Angelo Avolio, Mark Galvin, Dawn Morencie	<p style="text-align: center;">Resolution # 20180528-175 Fryer/Meloche That: The delegation BE RECEIVED;</p> <p>Exemptions to sections 4.1(b), 9.3(1) and 9.3(2) of Sign By-law 2006-26 BE APPROVED to allow for a ground sign at 103 Sandwich Street South; and, The proposed sign BE SENT to the Heritage Committee for review and to work on Urban Design Guidelines.</p>

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-73

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

WHEREAS pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the powers of a municipality shall be exercised by its Council;

WHEREAS pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25 as amended, shall be exercised by By-law unless the municipality is specifically authorized to do otherwise;

WHEREAS it is deemed expedient that a By-law be passed to authorize the execution of agreements and other documents and that the Proceedings of the Council of the Corporation of the Town of Amherstburg at its meeting be confirmed and adopted by By-law; and,

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

1. THAT the action(s) of the Council of the Corporation of the Town of Amherstburg in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all actions passed and taken by the Council of the Corporation of the Town of Amherstburg, documents and transactions entered into during the June 14th and 25th, 2018, meetings of Council, are hereby adopted and confirmed, as if the same were expressly contained in this By-law;
2. THAT the Mayor and proper officials of the Corporation of the Town of Amherstburg are hereby authorized and directed to do all things necessary to give effect to the action(s) of the Council of the Corporation of the Town of Amherstburg during the said meetings referred to in paragraph 1 of this By-law;
3. THAT the Mayor and Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of the Corporation of the Town of Amherstburg to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 25th day of June, 2018.

MAYOR – Aldo DiCarlo

CLERK – Paula Parker