



**TOWN OF AMHERSTBURG
COUNCIL MEETING
AGENDA**

Monday, February 11, 2019

6:00 PM

Council Chambers

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

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

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Pages

1. CALL TO ORDER

2. SPECIAL IN-CAMERA COUNCIL MEETING

That Council move into an In-Camera Meeting of Council at 4:30 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reason:

Item A - Section 239(2)(f) - Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

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. REPORT OUT FROM IN-CAMERA COUNCIL MEETING

9. 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:

9.1 Special In-Camera Council Meeting Minutes - January 14, 2019

9.2 Regular Council Meeting Minutes - January 14, 2019

9

9.3 Special Council Meeting Minutes - January 21, 2019

23

10. DELEGATIONS

- 10.1 Request to Install Ten (10) Road Signs - Chaouki Hamka, MADD Windsor & Essex County 26

That the delegation **BE RECEIVED**.

- 10.2 Request for Cat Control By-law - Doug Patterson 30

That the delegation **BE RECEIVED**.

11. REPORTS – POLICE SERVICES

There are no reports.

12. REPORTS – CORPORATE SERVICES

- 12.1 2019 Fees By-law 54

It is recommended that:

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 By-laws 2017-96, 2018-13, 2018-41 and By-law 2018-72 **BE REPEALED**; and,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

13. REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

There are no reports.

14. REPORTS – ENGINEERING AND PUBLIC WORKS

14.1 Drinking Water Quality Management System 2.0 Issuance – 2019

80

It is recommended that:

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

14.2 Rapid Drainage Joint Use Agreement

84

It is recommended that:

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

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

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

95

It is recommended that:

1. The report from the Manager of Planning Services dated January 24, 2019, regarding the Development Agreement for 35 Renaud Street **BE RECEIVED**;
2. The Development Agreement, with associated schedules, between the Corporation of the Town of Amherstburg and 1710791 Ontario Ltd. for 35 Renaud Street (Home Hardware) **BE APPROVED**; and,
3. **By-law 2019-014** being a By-law to repeal 2421 and authorize the signing of a Development Agreement, which shall be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign the same.

16. REPORTS - CAO's OFFICE

16.1 2018-2022 Committee Appointments – Second Call for Applicants

It is recommended that:

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

- 2. The following 3 lay members **BE APPOINTED** to the Co-An Park Committee:

- 3. The following 3 lay members **BE APPOINTED** to the Fence Viewers Committee:

- 4. The following 2 lay members **BE APPOINTED** to the Livestock Evaluator Committee:

- 5. The following 5 lay members **BE APPOINTED** to the Property Standards Committee:

- 6. The following 5 lay members and 1 stakeholder member **BE APPOINTED** to the Seniors Advisory Committee:

16.2 Audit Advisory Committee – Terms of Reference and Appointments 124

It is recommended that:

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

17. INFORMATION REPORTS

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

17.1 Drinking Water Quality Management System – 2018 Status Update 132

18. CONSENT CORRESPONDENCE

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

18.1 5th Military Service Recognition Book - Royal Canadian Legion Ontario Command 148

19. OTHER MINUTES

19.1 Drainage Board Meeting Minutes - February 5, 2019

150

It is recommended that:

1. The Drainage Board Meeting Minutes of February 5, 2019, **BE RECEIVED**;
2. The drainage apportionments for land parcel severances Consent B/2/18, Consent B/10/18, Consent B/12/16 & B/5/17, Consent B/22/17, Consent B/22/18, Consent B/20/18 **BE APPROVED**, as recommended by the Drainage Board;
3. The appointment of the firm R. Dobbin Engineering Inc. for the installation of a new access culvert over the Hamel Drain **BE APPROVED**, as recommended by the Drainage Board;
4. The appointment of the firm R. Dobbin Engineering Inc. for the replacement of an existing access culvert over the Dupuis Drain **BE APPROVED**, as recommended by the Drainage Board; and,
5. The appointment of the firm Dillon Consulting Ltd. make an examination of the area requiring drainage and prepare a report for the Parks Drain as described in the petition, **BE APPROVED** as recommended by the Drainage Board.

20. UNFINISHED BUSINESS

20.1 Unfinished Business List as at February 11, 2019

217

21. NEW BUSINESS

22. NOTICE OF MOTION

There are no Notices of Motion.

23. BY-LAWS

23.1 By-law 2019-017 - Confirmatory By-law

219

It is recommended that:

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

24. ADJOURNMENT

That Council rise and adjourn at p.m.



**TOWN OF AMHERSTBURG
REGULAR COUNCIL MEETING**

**Monday, January 14, 2019
6:00 PM**

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

MINUTES

PRESENT

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

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

CALL TO ORDER

The Mayor called the meeting to order at 5:35 p.m.

SPECIAL IN-CAMERA COUNCIL MEETING

Resolution # 20190114-001

Moved By Deputy Mayor Meloche
Seconded By Councillor Courtney

That Council move into an In-Camera Meeting of Council at 5:36 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reasons:

ITEM A - Section 239(2)(h) - Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; and, Section 239(2)(i) - A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position, or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

The Clerk advised Council that Section 239(2)(k) noted on the agenda for Item A did not qualify as an exemption.

The Clerk also advised Council of Item E on the Supplementary Agenda.

ITEM E – Section 239(2)(b) - Personal matters about identifiable individuals, including municipal or local board employees.

The Mayor put the Motion.

Motion Carried

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

There were no disclosures of pecuniary interest noted.

ADJOURNMENT OF IN-CAMERA COUNCIL MEETING @ 6:07 P.M.

RESUMPTION OF REGULAR MEETING

Moved By Deputy Mayor Meloche

Seconded By Councillor Renaud

That Council resume Regular session at 6:17 p.m.

The Mayor put the Motion.

Motion Carried

NATIONAL ANTHEM

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

(Public Council Meeting Agenda Items)

There were no disclosures of pecuniary interest noted.

REPORT OUT FROM IN-CAMERA SESSION – January 14th, 2019

Council met on January 14th, 2019, for a Special In-Camera Meeting at 5:36 pm and discussed (2) items as provided for under Section 239 of the Municipal Act:

Item A – heard under Sections 239(2)(h)&(i). There is nothing to further to report on this matter.

Item E – heard under Section 239(2)(b). Council was apprised of a personal matter respecting the Mayor and support the Mayor in accordance with the requirements of the Municipal Act.

MINUTES OF PREVIOUS MEETING

Resolution # 20190114-002

Moved By Councillor Simone

Seconded By Councillor Courtney

That the minutes BE ADOPTED and that those confidential minutes of the closed sessions of Council remain confidential and restricted from public

disclosure in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act:

- 9.1 Special In-Camera Council Meeting Minutes - October 23, 2018
- 9.2 Special In-Camera Council Meeting Minutes - November 26, 2018
- 9.3 Special Council Meeting Minutes - December 3, 2018
- 9.4 Regular Council Meeting Minutes - December 10, 2018
- 9.5 Special In-Camera Council Meeting Minutes - December 10, 2018
- 9.6 Special In-Camera Council Meeting Minutes - December 19, 2018
- 9.7 Special Council Meeting Minutes - December 19, 2018

The Mayor put the Motion.

Motion Carried

DELEGATIONS

- 10.1 Lions Pool at Centennial Park - Tiffany Cote and Yvette Erickson

Resolution # 20190114-003

Moved By Deputy Mayor Meloche
Seconded By Councillor Courtney

That the delegation BE RECEIVED.

The Mayor put the Motion.

Motion Carried

The Chief Administrative Officer introduced Staff Sergeant Dave DeLuca, Windsor Police Service, Amherstburg Detachment.

PRESENTATIONS

- 11.1 Amherstburg Branding Strategy, Logo Design - Bronwyn Mondoux and Andrea Dyer, Cinnamon Toast New Media Inc.

Resolution # 20190114-004

Moved By Councillor Simone
Seconded By Councillor Prue

That:

1. The presentation **BE RECEIVED**;
2. All logos created **BE BROUGHT FORWARD** in a **Public Consultation Session** and a survey **BE GENERATED** to collect public input with respect to the logos;
3. The logos **BE SENT** to the **Heritage Committee** and the **Parks and Recreation Advisory Committee** for their input; and,
4. A report with the findings of the **Public Consultation Session**, the survey, and the input from the **Committees BE BROUGHT** to the **February 25, 2019, Regular Council Meeting**.

The Mayor put the Motion.

Motion Carried

REPORTS – POLICE SERVICES

There were no reports.

REPORTS – CORPORATE SERVICES

13.1 2019 Interim Tax Levy By-law 2019-005

Resolution # 20190114-005

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That:

1. The report from the **Supervisor of Revenue** dated **December 12, 2018** regarding **2019 Interim Tax Levy By-law 2019-005 BE RECEIVED**, and;
2. **By-law 2019-005** being a **By-law** to provide for an interim tax levy in default 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

13.2 By- law 2019-006 Temporary Borrowing

Resolution # 20190114-006

Moved By Councillor Simone

Seconded By Councillor Renaud

That:

- 1. The report from the Treasurer dated December 12, 2018 regarding By-law 2019-006 Temporary Borrowing BE RECEIVED; and,**
- 2. By-law 2019-006 being a By-law to provide for the temporary borrowing of an upset limit of seven million dollars in funds 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

REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

14.1 Amherstburg Branding Strategy – Logo Design

Dealt with above

REPORTS – ENGINEERING AND PUBLIC WORKS

There were no reports.

REPORTS – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

There were no reports.

REPORTS - CAO's OFFICE

17.1 Amherstburg Emergency Response Plan – Update

Resolution # 20190114-007

Moved By Councillor Renaud
Seconded By Councillor Simone

That:

- 1. The report from the Fire Chief dated December 17, 2018 regarding Town of Amherstburg Emergency Response Plan – Update BE RECEIVED;**
- 2. The revised Emergency Response Plan attached (Appendix “C”) and listed Annexes BE APPROVED, as presented; and,**
- 3. By-law 2019-002 being a by-law to adopt an Emergency Response Plan governing the provisions of necessary services during such emergencies 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

INFORMATION REPORTS

Resolution # 20190114-008

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That the following information reports BE RECEIVED:

- 18.1 Monthly Fire Department Activity Report – November 2018**
- 18.2 Accessible 2018 Election**

The Mayor put the Motion.

Motion Carried

CONSENT CORRESPONDENCE

Resolution # 20190114-009

Moved By Deputy Mayor Meloche
Seconded By Councillor Courtney

That the following consent correspondence BE RECEIVED:

19.1 2019 OMFPOA Training and Education Symposium

19.2 Fire Service Women Ontario Magazine

The Mayor put the Motion.

Motion Carried

Resolution # 20190114-010

Moved By Deputy Mayor Meloche
Seconded By Councillor Renaud

Item # 19.2 – That Council support the Fire Service Women Ontario by placing an advertisement in their magazine.

The Mayor put the Motion.

Motion Failed

Resolution # 20190114-011

Moved By Councillor Courtney
Seconded By Councillor Renaud

Item # 19.1 – That Council support the 2019 OMFPOA Training and Education Symposium by placing a business card in the amount of \$350 in their magazine.

The Mayor put the Motion.

Motion Carried

CONSENT OTHER MINUTES

Resolution # 20190114-012

Moved By Deputy Mayor Meloche
Seconded By Councillor Courtney

That the following minutes BE RECEIVED:

20.1 Committee of Adjustment Meeting Minutes - November 27, 2018

The Mayor put the Motion.

Motion Carried

OTHER MINUTES

21.1 Drainage Board Meeting Minutes - January 7, 2019

The Clerk advised Council that the minutes were to be amended to include Bob Pillon's attendance at the meeting.

Resolution # 20190114-013

Moved By Councillor Prue
Seconded By Deputy Mayor Meloche

That:

- 1. The Drainage Board Meeting Minutes of January 7, 2019, BE RECEIVED as amended;**
- 2. By-law 2019-003 being a By-law to Provide for the New Access Bridge on the 5th Concession Road Drain South based on the Drainage Report by Dillon Consulting Ltd. BE PROVISIONALLY ADOPTED by giving first and second reading and the Mayor and Clerk BE AUTHORIZED to sign same; and,**
- 3. By-law 2019-004 being a By-law to Provide for Access Bridge Replacement on the Whelan Drain based on the Drainage Report by Dillon Consulting Ltd. BE PROVISIONALLY ADOPTED by giving first and second reading and the Mayor and Clerk BE AUTHORIZED to sign same.**

The Mayor put the Motion.

Motion Carried

UNFINISHED BUSINESS

1. Resolution # 20190114-014

Moved By Councillor McArthur
Seconded By Deputy Mayor Meloche

That Council RECONSIDER Resolution # 20181210-393 of December 10, 2018, regarding the Development Charges Deferral Agreements.

The Mayor put the Motion.

	Yes/Concur	No/Not Concur
Councillor Courtney		X
Councillor McArthur	X	
Deputy Mayor Meloche	X	
Councillor Prue		X
Councillor Renaud		X
Councillor Simone		X
Mayor DiCarlo	X	

Motion Lost

NEW BUSINESS

1. Resolution # 20190114-015

Moved By Deputy Mayor Meloche
Seconded By Councillor Renaud

That Council proceed with Committee/Board appointments without the Audit Advisory Committee.

The Mayor put the Motion.

	Yes/Concur	No/Not Concur
Councillor Courtney		X
Councillor McArthur		X
Deputy Mayor Meloche	X	
Councillor Prue		X
Councillor Renaud		X
Councillor Simone		X
Mayor DiCarlo		X

Motion Lost

NOTICE OF MOTION

There were no Notices of Motion.

BY-LAWS

Resolution # 20190114-016

Moved By Councillor Prue

Seconded By Councillor Courtney

25.1 By-law 2018-102 - Petition for Drainage Works of the Odette Drain - 3rd & Final Reading

That By-law 2018-102 being a by-law to Provide for the Petition for Drainage Works of the Odette Drain be taken as having been read a 3rd & Final time and the Mayor and Clerk BE AUTHORIZED to sign same.

25.2 By-law 2019-007 - Signing Authorities By-law

That By-law 2019-007 being a by-law to Appoint Bank Signing Authorities be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

25.3 By-law 2019-009 - Confirmatory By-law

That By-law 2019-009 being a by-law to confirm all resolutions of the Municipal Council Meetings held December 19, 2018 and January 14, 2019, 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

SPECIAL IN-CAMERA COUNCIL MEETING

Resolution # 20190114-017

Moved By Councillor Simone

Seconded By Councillor Renaud

That Council move into an In-Camera Meeting of Council at 8:15 pm pursuant to Section 239 of the Municipal Act, 2001, as amended, for the following reasons:

ITEM B - Section 239(2)(c) - A proposed or pending acquisition or disposition of land by the municipality or local board; and, 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 C - Section 239(2)(c) - A proposed or pending acquisition or disposition of land by the municipality or local board; Section 239(2)(i) - a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position, or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; and, 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 D - Section 239(2)(b) - Personal matters about identifiable individuals, including municipal or local board employees; and, Section 239(2)(i) - A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position, or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

The Mayor put the Motion.

Motion Carried

ADJOURNMENT OF IN-CAMERA COUNCIL MEETING @ 9:51 P.M.

RESUMPTION OF REGULAR COUNCIL MEETING

Moved By Deputy Mayor Meloche

Seconded By Councillor Simone

That Council resume Regular session at 9: 53 p.m.

The Mayor put the Motion.

Motion Carried

REPORT OUT FROM IN-CAMERA SESSION – January 14th, 2019

Council met on January 14th, 2019, for a Special In-Camera Meeting at 8:15 pm and discussed (3) items as provided for under Section 239 of the Municipal Act:

Item B – heard under Sections 239(2)(c)&(k). There is nothing further to report on this matter.

Item C – heard under Sections 239(2)(c)(i)&(k). As a result of that discussion, the following is before Council for consideration:

Resolution # 20190114-018

Moved By Councillor Prue

Seconded By Deputy Mayor Meloche

That:

- 1. Administration BE DIRECTED to finalize a lease with the Essex County Nurse Practitioner Led Clinic (ECNPLC) for a portion of space at 320 Richmond St., Amherstburg and for a period of 10 years.**
- 2. Administration BE AUTHORIZED to complete the necessary leasehold improvements at a cost not to exceed \$655,000 plus HST to be funded by the ECNPLC.**
- 3. The Mayor and Clerk BE AUTHORIZED to sign a 10 year gross lease with ECNPLC for a portion of space at 320 Richmond St., Amherstburg as per the terms identified in the in-camera report from the CAO date January 14, 2019, with lease rates subject to annual CPI inflationary adjustments, satisfactory in technical content to the CAO, in financial content to the Director of Corporate Services and in legal content to the Director of Planning, Development and Legislative Services.**

The Mayor put the Motion.

Motion Carried

Item D – heard under Sections 239(2)(b)&(i). There is nothing further to report.

ADJOURNMENT

Moved By Councillor McArthur
Seconded By Councillor Courtney

That Council rise and adjourn at 9:55 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

MUNICIPAL CLERK – PAULA PARKER



**TOWN OF AMHERSTBURG
COUNCIL MEETING
MINUTES**

**Monday, January 21, 2019
6:00 PM**

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

PRESENT

Mayor Aldo DiCarlo
Deputy Mayor Leo Meloche
Councillor Courtney
Councillor McArthur
Councillor Prue
Councillor Renaud
Councillor Simone

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

CALL TO ORDER

The Mayor called the meeting to order at 6:13 pm.

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

PRESENTATIONS

3.1 2019 Operating and Capital Budget

The Director of Corporate Services provided an overview of the budget timelines for consideration of the 2019 Operating and Capital Budget. The Treasurer presented the 2019 Operating and Capital Budget to Council and identified the highlights of the budget.

Resolution # 20190121-019

Moved By Deputy Mayor Meloche
Seconded By Councillor Renaud

That:

- 1. The 2019 Operating and Capital Budget presentation BE RECEIVED; and**
- 2. The 2019 Operating and Capital Budgets BE TABLED for final consideration after budget deliberations are complete.**

Motion Carried

DELEGATIONS

4.1 Windsor-Essex County Health Unit - Nicole Dupuis, Director Health Promotion

Resolution # 20190121-020

Moved By Councillor Prue
Seconded By Councillor Renaud

That the delegation BE RECEIVED.

Motion Carried

5. SPECIAL PLANNING REPORTS

5.1 Cannabis Retail Storefronts - Cannabis License Act

Councillor Prue requested a friendly amendment to the motion to add the development of a policy statement to be brought back to council for consideration. The mover and seconder agreed to the amendment.

Resolution # 20190121-021

Moved By Deputy Mayor Meloche
Seconded By Councillor McArthur

That:

1. **The report from the Manager of Licensing and Enforcement dated January 14, 2019, regarding Cannabis Retail Storefronts – Cannabis License Act BE RECEIVED;**
2. **Administration BE DIRECTED to notify the Alcohol and Gaming Commission of Ontario that retail cannabis storefronts are permitted to operate in the Town of Amherstburg;**
3. **Administration BE DIRECTED to develop a policy statement to bring back to Council for consideration; and,**
4. **The Delegation of Authority Policy BE AMENDED to authorize Administration to provide comments to the Alcohol and Gaming Commission of Ontario, on behalf of Council, with respect to a retail store authorization that does not meet the public interest of the Town.**

Motion Carried

ADJOURNMENT

Moved By Councillor Courtney
Seconded By Deputy Mayor Meloche

That Council rise and adjourn at 7:58 p.m.

Motion Carried

Mayor – Aldo DiCarlo

Clerk – Paula Parker



Town of Amherstburg Delegation Request Form

I wish to appear before:

Council

Advisory Committee of Council Specify: _____

Date of Meeting: ~~Tuesday, February 5, 2019~~ Monday, February 11, 2019

Name of Delegate(s): Chaouki Hamka

Address: 3745 Bliss Rd. Windsor, ON N8W 3C3

Phone: (519) 791.9623 Email: maddwin@yahoo.ca

Attending as an Individual

Representing a Group/Organization Mothers Against Drunk Driving (MADD) Windsor & Essex County
(Name of Group/Organization/Business)

Have you contacted Administration regarding this matter? Yes No

If yes, who? Nicole Rubli, Manager of Licensing and Enforcement

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

Approval for installation of **Ten (10) road signs** - RE: Campaign 911: Report Impaired Drivers. Call 911.

Campaign 911 program information attached to this form.

Campaign 911 endorsed by Windsor Police service, LaSalle Police service, and previously Amherstburg Police service, and the Essex County OPP.

Signs to be installed on main and county roads in the town of Amherstburg. Locations to be determined.
3-4 Large signs and 6-7 small signs.

Small signs are 30" x 24" and larger signs are 4ft x 8ft. Design of sign attached to this form.
Sign to include town of Amherstburg Logo, local MADD logo, & Windsor Police logo.

(Use a separate page if more space is required or attach additional documentation.)

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

N/A

****Speaking notes and presentation materials must accompany this request.**

Additional documentation attached? Yes No

Will a PowerPoint presentation be made? Yes No

Note: An electronic copy of the PowerPoint presentation is required to be submitted to the Town Clerk no later than 12:00 noon on the Friday before the meeting.

The completed Delegation Request Form is to be submitted to the Town Clerk, Town of Amherstburg, 271 Sandwich Street South, Amherstburg, ON N9V 2A5
Phone: 519.736.0012 Fax: 519.736.5403 or email pparker@amherstburg.ca.

For office use only:

Date request received: Wed. Jan. 30/19 Request Received by (initials): JP

Request relates to: Request for 10 Road Signs

Staff Report: N/A Staff Name: N/A

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

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



About MADD Canada's Campaign 911

- Launched in 2007, *Campaign 911* is one of MADD Canada's most innovative awareness programs. This national campaign encourages and empowers Canadians to help make roads safer and reduce impaired driving deaths and injuries by alerting police to suspected impaired driving before potentially deadly crashes occur.
- *Campaign 911* changes perceptions by reinforcing that impaired driving is indeed an emergency situation and 911 is the appropriate number to call.
- The Canadian Association of Chiefs of Police, Canadian Police Association and Canadian Association of Police Boards are important national partners in *Campaign 911*.

Call 911 Programs Across Canada

- MADD Canada Chapters and Community Leaders across Canada team with local and regional police, government and community partners to promote the Call 911 program and messages.
- Often called Call 911 or Report Impaired Driver programs, the efforts focus primarily on road signage, but can also include billboards, public service announcements and other materials to provide the public with information on the possible signs of an impaired driver, tips on what to do and safety reminders.
- Call 911 programs have grown extensively since the launch of *Campaign 911* in 2007. Call 911 signs are now in communities in Newfoundland & Labrador, Prince Edward Island*, Ontario, Saskatchewan*, British Columbia, New Brunswick, Nova Scotia*, Manitoba*, Alberta* and Yukon.
* Represents province-wide programs.
- More and more people are calling 911 to report suspected impaired drivers.

Call 911 Program Results

- 911 calls to report suspected impaired drivers increase between 45% to 80% in the first year of program implementation.
- Impaired driving charges and roadside licence suspensions increase between 30% to 80%.
- Police interception rates of 911 calls range from 20% to 50%.

Report Impaired Drivers

PULL OVER

Call 911



madd^{ca}
Windsor & Essex County





Town of Amherstburg Delegation Request Form

I wish to appear before:

Council

Advisory Committee of Council Specify: _____

Date of Meeting: February 11, 2019

Name of Delegate(s): Mr. Doug Patterson

Address: _____

Phone: _____ Email: _____

Attending as an Individual B

Representing a Group/Organization Surrounding neighbours
(Name of Group/Organization/Business)

Have you contacted Administration regarding this matter? Yes No

If yes, who? Nicole Rubli

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

To request that Council Direct Administration to develop a By-law to address the
nuisances and health hazards caused by residents feeding feral cats and wildlife.

Restrict number of cats per household.

Restrict cats from running at large.

Regulate that people must remove excrement from their private property and
neighbouring properties affected by their animals.

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

****Speaking notes and presentation materials must accompany this request.**

Additional documentation attached?

Yes

No

Will a PowerPoint presentation be made?

Yes

No

Note: An electronic copy of the PowerPoint presentation is required to be submitted to the Town Clerk no later than 12:00 noon on the Friday before the meeting.

The completed Delegation Request Form is to be submitted to the Town Clerk, Town of Amherstburg, 271 Sandwich Street South, Amherstburg, ON N9V 2A5
Phone: 519.736.0012 Fax: 519.736.5403 or email pparker@amherstburg.ca.

For office use only:

Date request received: Jan. 24/19 Request Received by (initials): KF

Request relates to: CAT CONTROL

Staff Report: Cat Control Staff Name: Nicole Rubli

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

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

Council Meeting AGENDA

Purpose of meeting today: get rid of feral cats in my yard and neighbourhood (enough is enough)

Next door neighbor since moved in three years ago, feeds feral cats, skunks, possums, racoons,

Food front yard, front steps, every morning and dinner time, back yard too

Their back yard is haven for cats, skunks, possums, racoons (never been so terrible), looks like a 4th world country, enclosures all over back yard, feces all over my yard, front cement steps

History: we shouldn't have to move, well established in town (29 year resident), tax payer

Other municipal by laws listed: make sure neighbor has paid for licenses for cats on her property #1

Have them pay to have cats removed, (eliminates from our neighborhood), PLUS she has 4-8 cats in their house (enforce by –law on #s per house hold and property), my neighbour took 5 cats he caught two years ago \$180.00 to Human Society in Windsor, rear neighbour had to pay for 4 racoons out rafters, BOTH at their costs, do to food in front and rear yard of neighbouring property.

1/ Leamington, WHY should we have to pay for next door bad habits and living conditions for animals

Why should the neighbourhood pay for their terrible yard conditions and influx of unwanted wild animals

We have a new puppy, can't let outside do to wild animal feces, all over

Example: Legal guide to Feral cat Conference talk page 5 & 6 Of 13

2/ London Ontario: Fostering Cat Owner page 8, 13 max of animals on property

3/ Kingston Ont: dispose of feces both on / off your property

4/ City of Cornwall: Pages 1, 2 Cats not running at large

5/ city of St Thomas Ont: pages 2 fostering undomesticated cats, page 3 trespassing

6/ City of Stratford Ont: pages 7, section 4.5, unsanitary conditions in neighbor hood, registration & identification of cats proof to Animal Control Officer stating # owned and caring of

7/ City of Edmonton: page 11 licensing, page 12 , section 26 care and control of cats, not enter private property, page 14 no person shall have more than 6 cats on property

8/ detailed Discussion of State Cat Laws 2005, page 10 of 17 What about Free Roaming or feral Cats, to leached and collared, page 12 preventing predation of wild life (no birds in our trees)

CATS

- 1/ Why should we have to pay n catch other people cats?
- 2/ Never had problem before neighbours began harbouring and feeding feral cats
- 3/ Dogs barking all the time Skunks, possums, raccoons extra feral cats At least 4-6 in the house and 6 outside
- 4/ Who should clean up feces? our lawn, disgusting (pictures attached)
- 5/ I have 10 lb bag of cat feces my wife picked up on front garden alone
- 6/ Who should pay to get rid of outside cats? Cruel to harbour outside. Neighbour had family of 4 raccoons in his attic. Family of 4 raccoons caught two years ago behind him on Virginia
- 7/ Very few birds compared to 4 years ago I stopped bird feeding 4 years ago cats getting birds VERY FEW birds around our house I have had free hanging on tree limb NOT touched in two years
- 8/ Feral cat dung everywhere Even on our front cement porch
- 9/ Between house our New puppy could get killed eating feces
- 10/ Noise all hours cats screaming / fighting Summer windows open too noisy
- 11/ Neighbour took in mother and 5 babies two years ago putting holes in his pool cover at cost of \$180.00 to Windsor Animal Shelter
- 12/ Neighbour's dog put down two years ago due to cat feces food plates out back yard and front
- 13/ At least 4 shelters in back yard looks like slums Dead possum two years ago
- 14/ Dogs need to be on leash, when off their property, WHY NOT CATS, on their own property so they don't wander
- 15/ 19 NEW FECES Monday Nov/18 *one day*

What about law suit against town and resident??





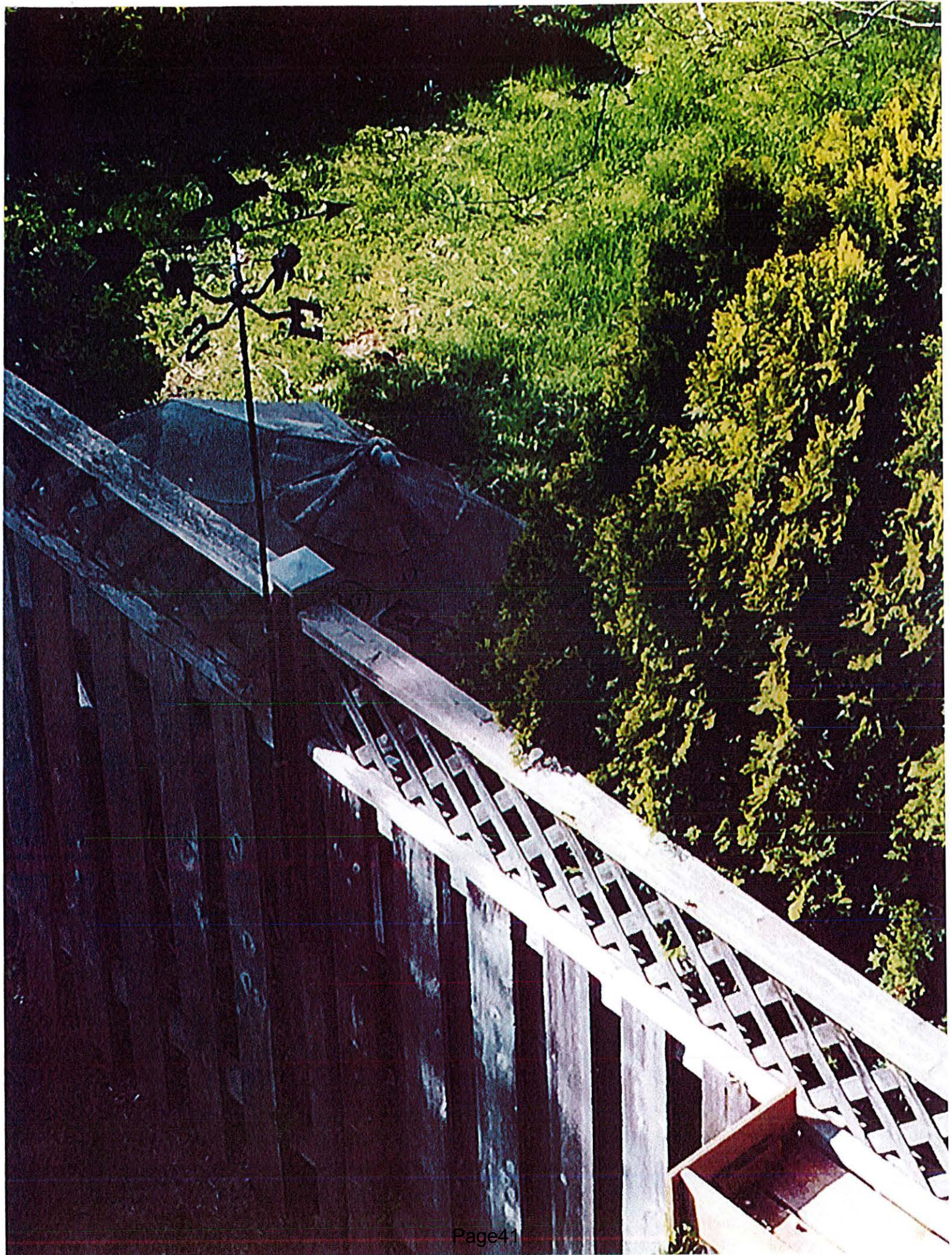






































THE CORPORATION OF THE TOWN OF AMHERSTBURG

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: Cheryl Horrobin and Justin Rousseau	Report Date: January 30, 2019
Author's Phone: 519 736-0012 ext. 2254	Date to Council: February 11, 2019
Author's E-mail: chorrobin@amherstburg.ca jrousseau@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: 2019 Fees By-law

1. **RECOMMENDATION:**

It is recommended that:

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

2. **BACKGROUND:**

The Municipal Act authorizes a municipality to impose fees and charges on persons for services or activities provided.

3. DISCUSSION:

This report is provided to recommended changes to the Town's user fees and charges through adoption of By-law 2019-010, which is before Council for consideration. Adoption of this By-law as presented will 1) continue fees and user rates previously adopted by Council, 2) allow for indexing based on the Consumer Price Index as applicable, and 3) approve fees and rates as recommended in this report.

All previous By-laws for user fees and charges will be repealed upon adoption of the new By-law.

Fees and charges included in Schedules A through H of By-law 2019-010 will be adjusted by the CPI index on January 1 annually, unless stated otherwise, starting in 2020 so that users of the related services share in the increased cost to provide those services.

Water and Wastewater user rates for 2019 are recommended under Schedule G. Water and Wastewater operations are not taxation funded, but are to be 'self-funding' through water and wastewater user rates. To that end, financial models were devised for Water and Wastewater based on a 10 year planning window. These models were established and are updated based on various assumptions around operating costs, capital costs, consumption and revenues using the best information available at the time. In addition, the Town's Asset Management Plan, 2016 (AMP) recommends rate adjustments to support capital asset renewals going forward.

Under the financial models increases of 2.5% and 1.5% are recommended on fixed and variable charges for water and wastewater respectively, in order to sustain operations and capital investment, without the need for significant rate fluctuations in a particular year. In addition, the AMP recommends 2% and 1.3% increases to water and wastewater rates respectively. Based on these recommendations, the water and wastewater rates should increase 4.5% and 2.8% for water and wastewater respectively.

For 2019, the recommended annual rate increases in the Fees By-law total 2.5% and 1.5% to at least address some of the increasing costs of service and capital demands for these operations.

It is important for Council to note that at these rates, and with continued decline in flow volumes, the revenues for water and wastewater are not keeping pace with the recommendations under the financial plan and AMP. Failure to maintain the recommended rate structure under the strategic models may result in larger rate increases being required in future years to renew water and wastewater capital assets and to maintain water operations. These models will continue to be reviewed each year for any significant variations from assumptions, such as addition of a significant capital asset that was not anticipated or the impact of a major legislative change affecting the cost of service delivery. And further, periodic review and update of the financial models (e.g. every 5 years) will be planned, to ensure their assumptions and projections are reflective of updated realities and plans in the community.

The fees and rates recommended below are included in the Schedules to By-law 2019-010. Applicable taxes will be added to all fees.

Description	Current (\$)	Proposed (\$)	Comments
Schedule D – Fire Services			
<ul style="list-style-type: none"> - Fire Report (No Investigation) - Inspection with Fire Code Deficiencies - Re-Inspection after Notice of Violation - Request Inspection (letter required) - Firework Application and Review - Fire Safety Plan Review - Lockbox Program - Risk & Safety Management Level 1 Propane - Risk & Safety Management Level 2 Propane - Annual Business License Inspection 	80.00	82.00	reflect cost of service
Fire Report (Investigation)	250.00	256.00	reflect cost of service
MVA Response to Non Resident Vehicles	450.00	Current MTO rate	reflect cost of service
Open Burn - Duty Officer Response	225.00	230.00	reflect cost of service
Open Burn- (5 or less Firefighters)	450.00	460.00	reflect cost of service
Open Burn- (6 or more Firefighters)	900.00	925.00	reflect cost of service
Assistance for Private Standby Beyond Normal Fire Protection	450.00	Current MTO rate	reflect cost of service
Schedule G – Engineering and Public Works Services			
Curb Cut & Driveway	50.00	-	Covered under Right-of-Way permit fee
Drainage Apportionment Fee for Consent (*see note below)	0.00	500.00	New fee for service now provided by Town
Drainage Apportionment Fee for Land Severance (*see note below)	0.00	500.00	New fee for service now provided by Town
Water Pit Meter Fee (3/4" Permit)	0.00	670.00	New fee for service - includes: Pit bonnet, setter, meter, cement slab, 1/2yd stone, PVC pit, Fill sand
Water Pit Meter Fee (1" Permit)	0.00	950.00	New fee for service - includes: Pit bonnet, setter, meter, cement slab, 1/2yd stone, PVC pit, Fill sand

Description	Current (\$)	Proposed (\$)	Comments
Schedule G – Engineering and Public Works Services (cont'd)			
Hydrant Valve (Hydrant Hookup Box)	125/ request	125/day	To better reflect cost of service
Water Turn On/Off (Season)	-	50.00	New fee for service – seasonal shutoff requests
Processed Organic Waste (per imperial gallon)	-	0.12	New fee for service - covers the cost (chemical, electricity, labour, landfill) of dewatering the organic material
New Water Service Connections (3/4") – new flat fee until meter is installed and passes inspection	2,750	2,750 plus \$100/ month flat fee	To better reflect cost of service – water usage prior to metering
New Water Service Connections (1") – new flat fee until meter is installed and passes inspection	2,950	2,950 plus \$100/ month flat fee	To better reflect cost of service– water usage prior to metering
New Water Service Connections (1 1/2" and 2") – new flat fee until meter is installed and passes inspection	At Cost	At Cost plus \$100/ month flat fee	To better reflect cost of service– water usage prior to metering
Water user rates (monthly):			
Consumption	1.13/m3	1.158/m3	reflect cost of service
Base Charge 5/8" and 3/4"	21.47	22.01	reflect cost of service
Base Charge 1"	28.57	29.28	reflect cost of service
Base Charge 1 1/4" and 1 1/2"	35.75	36.64	reflect cost of service
Base Charge 2"	53.63	54.97	reflect cost of service
Base Charge 3"	70.25	72.01	reflect cost of service
Base Charge 4"	134.09	137.44	reflect cost of service
Base Charge 6"	427.54	438.23	reflect cost of service
Base Charge 8" and 10"	536.35	549.76	reflect cost of service
Wastewater user rates (monthly):			
Consumption	2.11	2.142	
Base Charge 5/8" and 3/4"	31.16	31.63	
Base Charge 1"	41.56	42.18	
Base Charge 1 1/4" and 1 1/2"	51.95	52.73	
Base Charge 2"	77.92	79.09	
Base Charge 3"	108.22	109.84	
Base Charge 4"	194.79	197.71	

Description	Current (\$)	Proposed (\$)	Comments
Schedule G – Engineering and Public Works Services (cont'd)			
Base Charge 6”	519.45	527.24	
Base Charge 8” and 10”	779.17	790.86	
Schedule H – Parks, Facilities, Recreation and Culture Services			
Ice Time: (Proposed – effective Aug. 1, 2019)			
Prime Time Rental	\$167.84	171.20	reflect cost of service
Non-Prime Time Rental	\$146.47	149.40	reflect cost of service
Off-Off Prime Time Rental	\$60.83	62.05	reflect cost of service
Local Minor Sports Association Prime Time Rental	\$165.20	168.50	reflect cost of service
Local Minor Sports Association Non-Prime Time Rental	\$144.16	147.04	reflect cost of service
Goalie Pad	\$35.86	36.58	reflect cost of service
Dry Floor Time:			
Arena Floor Rental Prime Time	60.83	62.05	reflect cost of service
Arena Floor Rental Non-Prime	56.16	57.28	reflect cost of service
Show/Sale (in advance)/ day	508.30	518.47	reflect cost of service
Indoor Soccer Field: (Proposed – effective Aug. 1, 2019)			
Prime Time Rental	115.37	117.68	reflect cost of service
Non-Prime Time Rental	105.77	107.89	reflect cost of service
Local Minor Sports Assoc. Prime	113.55	115.82	reflect cost of service
Local Minor Sports Assoc. Non-Prime	104.10	106.18	reflect cost of service
Multi-Purpose Room (upper level):			
Prime Time Rental	23.39	23.86	reflect cost of service
Non-Prime Time Rental	18.73	19.10	reflect cost of service
Local Minor Sports Assoc. Prime	23.03	23.49	reflect cost of service
Local Minor Sports Assoc. Non-Prime	18.43	18.80	reflect cost of service
Weekend - Daily Alcohol & Non-Alcohol - Half Day (4 hours)	233.99	238.67	reflect cost of service
Weekend - Daily Alcohol & Non-Alcohol - full Day (8 hours)	421.19	492.61	reflect cost of service
Multi-Purpose Room (main level):			

Description	Current (\$)	Proposed (\$)	Comments
Schedule H – Parks, Facilities, Recreation and Culture Services (cont'd)			
Prime Time Rental	36.85	37.59	reflect cost of service
Non-Prime Time Rental	27.64	28.19	reflect cost of service
Community Room:			
Prime Time Rental	46.79	47.73	reflect cost of service
Non-Prime Time Rental	37.44	38.19	reflect cost of service
Kitchen - Prime or Non-Prime	18.72	19.09	reflect cost of service
Weekend - Daily Alcohol & Non-Alcohol - Half Day (4 hours)	233.99	238.67	reflect cost of service
Weekend - Daily Alcohol & Non-Alcohol - full Day (8 hours)	421.19	429.61	reflect cost of service
Pavilion Rentals:			
Wedding / Special Event	70.19	71.59	reflect cost of service
Full Park Rentals, Special Events & Equipment:			
Family Reunion/Picnic, etc. (no alcohol)	84.24	85.92	reflect cost of service
Special Event Park Rental	228.51	233.08	reflect cost of service
Special Event Road Rental	228.51	233.08	reflect cost of service
Baseball Diamonds: (Proposed – effective Aug. 1, 2019)			
Ball Diamond (per game)	7.49	7.64	reflect cost of service
Baseball Diamond - Libro Credit Union Centre - Un-Lit	32.23	32.77	reflect cost of service
Baseball Diamond - Libro Credit Union Centre - Lit	52.48	53.35	reflect cost of service
Local Minor Sports Association - Libro (Un-lit)	31.72	32.25	reflect cost of service
Local Minor Sports Association - Libro (Lit)	51.65	52.51	reflect cost of service
Baseball Diamond - Half Day (4 hours)	29.46	29.95	reflect cost of service
Baseball Diamond - Per Day (8 hours)	58.00	58.96	reflect cost of service
Soccer/Football Field: (Proposed – effective Aug. 1, 2019)			
Grass Field (per game)	7.49	7.64	reflect cost of service
Premier Turf Field - Un-Lit	32.77	33.43	reflect cost of service
Premier Turf Field - Lit	53.35	54.42	reflect cost of service

Description	Current (\$)	Proposed (\$)	Comments
Schedule H – Parks, Facilities, Recreation and Culture Services (cont'd)			
Local Minor Sports Assoc. - Premier Turf (Un-lit)	32.25	32.90	reflect cost of service
Local Minor Sports Assoc. - Premier Turf (Lit)	52.51	53.56	reflect cost of service
Football Field Grass - Half Day (4 hours)	29.95	30.55	reflect cost of service
Football Field Grass- Per Day (8 hours)	58.96	60.14	reflect cost of service
Local Minor Sports Assoc. - Football Field Grass (Half Day)	29.48	30.07	reflect cost of service
Local Minor Sports Assoc. - Football Field Grass (Full Day)	58.04	59.20	reflect cost of service
Tennis Courts:			
Single Court	3.68	3.74	reflect cost of service
All Courts at location	9.20	9.35	reflect cost of service
All courts - Half Day (4 hours)	27.63	28.09	reflect cost of service
All Courts - Per Day (8 hours)	55.24	56.16	reflect cost of service

Note:

* Drainage Apportionment Fees - Under the provisions of the *Drainage Act*, when lands that are assessed for drainage are subsequently divided by a change of ownership of any part, the Municipality must take steps to apportion the assessments to reflect the division of the lands. This work was previously completed by a consulting engineer under Section 65(1), and the costs for same were charged to the owner of the lands that were being severed. Moving forward, an engineering consultant will no longer be used to complete drainage apportionments, but rather Administration will undertake the work directly. The proposed \$500.00 fee charged to the landowner compensates the Municipality for the time spent to review the application and existing applicable drainage reports, liaise with the landowner, and complete all necessary examinations and calculations required to complete the drainage apportionments.

4. RISK ANALYSIS:

User fees are required to be reviewed on an annual basis. A failure to do so may result in a significant time period lapsing before fees are adjusted to meet appropriate levels. This may result in lost opportunities for the Town to recover costs and as a result may place additional pressure on the general tax levy.

5. FINANCIAL MATTERS:

User fees and charges for taxation funded service areas are designed to mitigate the costs associated with providing services to individuals. Fees are recommended with consideration to recovering direct program costs, such as program supplies, but

generally do not cover the full cost of the service. Further, in some areas fees have been constrained to achieve market comparability (e.g. recreation and arena fees).

Fee revenue is included in annual budget requests and offsets the cost of programs and services that must otherwise be recovered through taxation.

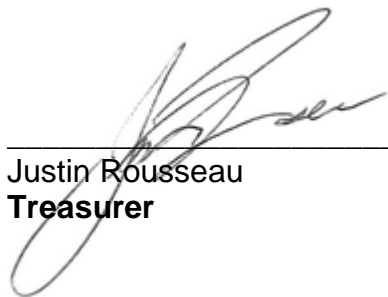
Water and Wastewater operations are not taxation funded, but are to be 'self-funding' through water and wastewater user rates. The user rates set for these services are established to provide sustainable funding of both current and long-term costs for operations and capital infrastructure. Rate recommendations are based on strategic planning documents including the Asset Management Plan, Water and Wastewater Master Plans and Financial Plans.

6. CONSULTATIONS:

SMT and Management.

7. CONCLUSION:

Approval of the User Fee By-law will allow the Town of Amherstburg to charge users for services at a comparable rate to that of other municipality's user fees within the Essex County Region.



Justin Rousseau
Treasurer



Cheryl Horrobin
Director of Corporate Services

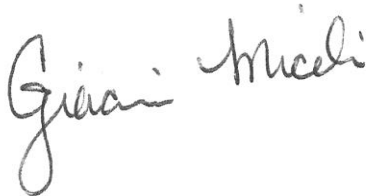
Report Approval Details

Document Title:	2019 Fees By-law.docx
Attachments:	- 2019-010 - Fees By-law.pdf
Final Approval Date:	Feb 5, 2019

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



Mark Galvin - Feb 4, 2019 - 1:18 PM



John Miceli - Feb 4, 2019 - 2:31 PM



Paula Parker - Feb 5, 2019 - 9:18 AM

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The Corporation of the Town of Amherstburg

By-law No. 2019-010

**To Establish User Fees or Charges for Services,
Activities or the Use of Property**

Whereas Section 391 of the Municipal Act, 2001 S.O. 2001 as amended, allows municipalities 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, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board, and for the use of its property including property under its control;

And Whereas The Municipal Act, 2001 S.O. 2001 grants a municipality power to pass By-laws that impose specific fees for licensing, services, permits and other reasons;

And Whereas Section 7 of the The Building Code Act, 1992 S.O. 1992 authorizes the Council of a municipality to pass By-laws requiring the payment of fees on application for and the issuance of permits and prescribing the amounts thereof;

And Whereas Section 69 of The Planning Act, R.S.O. 1990, as amended, grants the Council of a municipality, by By-law, and a planning board, by resolution, authority to establish a tariff of fees for the processing of applications made in respect of planning matters;

And Whereas Section 446(1) of the Municipal Act, 2001 S.O. 2001 authorizes the municipality under this or any other Act or under By-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

And Whereas, the Council of the Corporation of the Town of Amherstburg wishes to establish and maintain a list of services, activities and the use of property subject to fees or charges and the amount of each fee or charge;

Now Therefore the Council of the Corporation of the Town of Amherstburg enacts as follows:

1. This By-law may be cited as the Town of Amherstburg "User Fees By-law".
2. Schedules 'A'-'H' to this By-law are hereby adopted as prescribing the fees/charges assessed by the Corporation of the Town of Amherstburg, subject to Consumer Price Index (CPI) adjustments under item 7, and shall be in effect from February 12, 2019, except as stated otherwise.
3. Any person who makes an application to, or a request for services of, or enters into an agreement with, or obtains an approval from, the Town, in respect of things or matters set out in this By-law, shall pay to the Treasurer the applicable administrative fees and charges set out in the Schedules to this By-law unless otherwise provided for in this By-law, and such administrative fees and charges are not refundable, unless otherwise provided for in this By-law, and are payable upon the person making such application or requiring services or entering into such agreement or obtaining such approval.
4. That such services and activities will not be provided until payment of the appropriate fee or charge has been received.

5. That payment of any fee or charge in this By-law shall be in Canadian currency.
6. Any fees and charges imposed under this By-law constitute a debt of the person to the Town and may be added by the Treasurer, together with interest, to the tax roll for any real property in the municipality all of the owners of which are responsible for paying such administrative fees and charges to be collected in a like manner as municipal taxes.
7. The fees in Schedules A through H shall be adjusted annually unless prohibited by legislation, without amendment to this By-law, on the 1st of January, except as stated otherwise, in accordance with the applied year over year change in the Consumer Price Index (CPI). Fees, including indexing adjustments, may then be rounded up, as follows:
 - a. Fees up to \$5 per unit rounded up to the nearest \$0.05 (five cents);
 - b. Fees greater than \$5 per unit rounded up to the nearest \$1.00 (one dollar).
8. The user deposit amounts in various schedules and the user rates for water and wastewater (Schedule G), under this By-law are not subject to annual CPI indexing, but are as established under this By-law in accordance with actual cost demands and related strategic plans respectively.
9. All fees and charges will be charged plus applicable taxes, unless otherwise noted.
10. Should any section, subsection, clause or provision of this By-law or its Schedules be declared by a court of competent jurisdiction to be invalid, the said section, subsection, clause or provision shall not affect the validity of this By-law or its Schedules as a whole or any part thereof, other than the part so declared to be invalid.
11. All previous By-laws concerning the fees detailed in Schedules A through H passed by the Town of Amherstburg are hereby repealed.
12. This By-law shall come into force and take effect on February 12, 2019.

Read a first, second and third time this 11th day of February, 2019.

Mayor - Aldo DiCarlo

Clerk - Paula Parker

**Town of Amherstburg User Fee Schedule
Schedule A
Administrative Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Photocopies	Per Copy	\$ 0.30	1
Pins	Per Pin	\$ 0.75	1
Town Spoon	Per Spoon	\$ 5.00	1
Flags	Per Flag	\$ 75.00	1
2 x 3 Street Maps	Per Map	\$ 10.00	1
Commissioning of Documents - Residents	Per Document	\$ 10.00	1
Commissioning of Documents - Non-residents	Per Document	\$ 15.00	1
MFFIPA Application Fee	Per	\$ 5.00	2
MFFIPA Other Fees	Actual Cost	As per Ontario Regulation 823	2
Transfer of Electronic Documents (USB, Email)	per	\$ 10.00	1
Integrity Commissioner Filing fee	per	\$ 125.00	2
Election Nomination Fee - Mayor	per	\$ 200.00	2
Election Nomination Fee - Deputy Mayor/Councillor	per	\$ 100.00	2
Copies of recorded council meeting	Per CD	\$ 10.00	1
Administrative Charge for subrogated third party damages	per	\$ 100.00	1

**Town of Amherstburg User Fee Schedule
Schedule B
Building Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Part 1 - A minimum fee of \$50.00 is required for all applications			
Residential Group "C" - Finished Area above entrance level	per Sq Ft	\$ 1.00	2
Residential Group "C" - Finished Area below entrance level	per Sq Ft	\$ 0.75	2
Industrial Division F1, F2, F3 as set forth under the Ontario Building Code	per Sq Ft	\$ 1.00	2
Institutional or Group "B"	per Sq Ft	\$ 1.00	2
Commercial or Group D & E	per Sq Ft		
Assembly or Group A Division 1,2,3 & 4	per Sq Ft		
Residential Garages, Carports, Sheds, Open Roofless Decks	per	\$ 150.00	2
Residential Swimming pools	per	\$ 100.00	2
Finished Residential Basements/Attics	per Sq Ft	\$ 0.75	2
Change of Use Permit	per	\$ 120.00	2
Projects not specifically listed above including: additions, porches, canopies, retaining walls, fireplaces, renovations, building repairs authorized under Property Standards By-law, machine bases, greenhouses and any other structure or project not listed or classified elsewhere	per permit	12.00 per \$1000 or part thereof construction value up to \$10,000,000 \$1.50 per \$1000 construction value Minimum 100.00 - %15 increase	2
Tents and other short term temporary structures:			
(a) Large Tent requiring an Engineer's design	per permit	\$ 100.00	2
(b) Small Tents	per permit	\$ 50.00	2
Demolitions Residential Part 9	per permit	\$ 100.00	2
Demolitions Non-Residential	per permit	\$ 800.00	2
Demolitions Buildings Exceeding 10,000 sq. ft.	per permit	\$ 1,000.00	2
Projects commenced prior to permit application being filed with the Building Department	per permit	2 times cost of applicable permit	2
Farm Buildings as defined in Ontario Building Code Section 1.1.3.2 Up to 10,000 sq. ft floor area	per permit	\$ 500.00	2
Farm Buildings as defined in Ontario Building Code Section 1.1.3.2 over 10,000 sq. ft floor area	per permit/per sq. ft.	.10 per square foot	2
Permanent Signs	per sign face	\$ 100.00	2
Portable Signs - renewed annually	per sign/per year	\$ 100.00	2
Part 2 - Plumbing Permit Fees			
P-1 Residential Buildings under Part 9 of the Ontario Building Code	per dwelling unit or tenant space	\$ 125.00	2
P-2 Residential Building under Part 3 of the Ontario Building Code	per unit	\$125 for the 1st unit or suite and \$75.00 for each additional unit or suite	2
P-3 Other types of buildings not specifically listed in P-1 or P-2	per	\$100.00 + \$12.50 per fixture	2
Backflow preventer	per	\$ 75.00	2
Each additional backflow preventer	per	\$ 10.00	2
The construction, repair, renewal or alteration of a building drain and/or building storm drain as follows:			
Each segment of 15 metres (50 feet) or fraction thereof	per segment	\$ 9.00	2
Installation of additional fixtures or appliances, as defined under Section 7 of the OBC, prior to the completion of plumbing work covered by a previous permit	per fixture	\$ 5.00	2
Minimum plumbing permit fee	per permit	\$ 125.00	2
Part 3 - Sewer Fees:			
Installation of new sanitary or storm sewer piping for a single family dwelling:			
Sanitary Sewer	per permit	\$ 100.00	2
Storm Sewer	per permit	\$ 100.00	2

**Town of Amherstburg User Fee Schedule
Schedule B
Building Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Drainage piping and storm drainage piping not within a building, excluding grease, oil or sediment interceptor to construct, repair, renew or alter.			
Drainage piping, and/or storm drainage piping servicing any type of building or other than a single family dwelling:	per permit	\$ 100.00	2
Storm drainage piping servicing land, but not connected to a building:	per permit	\$ 100.00	2
For each manhole that is connected to drainage piping and/or storm drainage piping	per permit	\$ 100.00	2
For each catch basin that is connected to storm drainage piping	per permit	\$ 20.00	2
Part 4 -Onsite Part 8 Sewage Systems			
Permits			
A minimum permit fee is required for all applications	per permit	\$ 125.00	2
The decommissioning of septic systems and installing new lateral sanitary sewers	per permit	\$ 250.00	2
There shall be no fee for the construction of not more than 5 feet of drainage piping from building to septic tank			
New systems or replacement systems (raised bed/trench system)	per permit	\$ 750.00	2
Tertiary System:	per permit	\$ 850.00	2
Tank Replacement only	per permit	\$ 300.00	2
Holding Tank	per permit	\$ 800.00	2
Septic Repairs (Property Standards)	per	\$ 150.00	2
Septic Inspections (condition of severance)	per	\$ 150.00	2
Reviews and Assessments			
Subdivision (per lot)	per	\$ 150.00	2
Severance application	per	\$ 150.00	2
Minor Variance	per	\$ 150.00	2
Building Addition/Alteration	per	\$ 200.00	2
Property Inquiries	per	\$ 100.00	2
Part 5 - Water Service Piping Beyond the Building Control Valve			
Installation to extend, alter, reconstruct or install water service piping serving more than one building upstream of the water meter of building control valve.			
Install water service piping serving more than one building	per permit	\$ 100.00	2
Part 6 - Special Fees			
Fees For Additional Inspections			
Extra Inspections:			
For inspections made necessary due to work not ready for inspection following notification	per	\$ 60.00	2
Special Inspections:			
Standby inspection	per hour	\$ 60.00	2
Examination of revised plans	per	\$ 150.00	
Inspection outside of normal working hours	per hour - 2 hour minimum	\$ 100.00	2
Legal and Compliance Letters	per letter	\$ 75.00	2

**Town of Amherstburg User Fee Schedule
Schedule B
Building Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Refunds:			
The conditions set out below related to the refund of building permit fees for various situations and the applicable fees which are to be retained by the Town of Amherstburg			
Prior to Permit being Issued			
Building Application withdrawn by the owner	per permit	25% of the building permit fee but not less than \$50.00 and not greater than \$1500.00	2
Permit is not issued by the Chief Building Official	per permit		2
Application abandoned	per permit		2
Permit Issued:			
Applicant requests permission to cancel the permit	per permit	50% of the building permit fee but not less than \$150.00	2
Work does not commence and application for a refund is made within six (6) months of the date of the permit was issued.	per permit		2
Work commenced and is abandoned		No refund	
Permit Revoked		No refund	
Indemnity Deposits: - Refundable up to 3 years from issuance of permit			
Note: Extra Fees with respect to extra inspections, commencement of work prior to permit issuance will be deducted from indemnity fees			
Residential	deposit	\$ 1,000.00	2
Commercial	deposit	\$ 1,000.00	2
Industrial	deposit	\$ 1,000.00	2
Institutional	deposit	\$ 1,000.00	2
Inground Pool	deposit	\$ 1,000.00	2
Above Ground Pool	deposit	\$ 500.00	2
Accessory detached buildings accessory to a single family dwelling	deposit	\$ 500.00	2
Farm buildings	deposit	\$ 500.00	2
Decks & porches requiring a permit	deposit	\$ 500.00	2
Notes:			
To indemnify the Town from any loss or damage it may sustain by reason of the work carried out under such permit. Upon the completion of all work performed under the said permit, the amount of such indemnity fee shall be returned to the applicant after deductions of the amount of any loss or damage to any property or installations of the Town or any public utility, which loss or damage, in the opinion of the authority having jurisdiction arose out of the performance of such work. Outstanding permit fees will be deducted from the indemnity fee at the time of release. The Municipality will levy a fifty dollar (\$50.00) non-refundable fee to cover costs of the indemnity inspections.			

**Town of Amherstburg User Fee Schedule
Schedule C
Finance and IT Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Finance and Taxation:			
Adding Charges to Roll	Per Transaction	\$ 100.00	2
Financing Administrative Fee	Per Property	\$ 100.00	2
Indemnity Processing Charge	Per Occurrence	\$ 50.00	2
Misdirected Payment	Per Transaction	\$ 25.00	2
NSF/Returned Payment Charge	Per Occurrence	\$ 40.00	2
Refund Charge	Per Occurrence	\$ 25.00	2
Tax Certificates	Per Certificate	\$ 75.00	2
Tax Research (For Tax, Accounting or Finance)	Per	\$ 50.00	2
Tax Sale Registration 2nd Letter	Per	\$ 50.00	2
Tax Sale Registration Final Letter Before Registration	Per	\$ 50.00	2
Title Search - 2 years arrear	Per Search	\$ 50.00	2
Mapping:			
8 1/2 x 11 Town core Street map (B & W)	Per Map	\$ 1.00	1
8 1/2 x 11 Town core Street map (Colour)	Per Map	\$ 1.00	1
11 x 17 Town core Street map (B & W)	Per Map	\$ 2.00	1
11 x 17 Town core Street map (Colour)	Per Map	\$ 2.00	1
8 1/2 x 11 Fenced Area Specified by Customer (B&W) W/Aerial	Per Map	\$ 2.00	1
8 1/2 x 11 Fenced Area Specified by Customer (Colour) W/Aerial	Per Map	\$ 2.00	1
11 x 17 Fenced Area Specified by Customer (B&W) W/Aerial	Per Map	\$ 2.00	1
11 x 17 Fenced Area Specified by Customer (Colour) W/Aerial	Per Map	\$ 4.00	1
Standard Products - Laser Plots (enlarged on plotter)	Per Sq. Ft.	\$ 2.50	1
Custom Mapping	Per Hour	\$ 32.50	1

**Town of Amherstburg User Fee Schedule
Schedule D
Fire Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Fire Search (Lawyer Letter)	Per Search	\$ 80.00	2
Fire Report (No Investigation)	Per Report	\$ 82.00	1
Fire Report (Investigation)	Per Report	\$ 256.00	1
Inspection with Fire Code Deficiencies	Per Hour	\$ 82.00	1
Re-Inspection after Notice of Violation	Per Hour	\$ 82.00	1
Request Inspection (letter required)	Per Hour	\$ 82.00	1
Firework Application and Review	Per Hour	\$ 82.00	2
Fire Safety Plan Review	Per Hour	\$ 82.00	2
Lockbox Program	One Time Fee	\$ 82.00	2
MVA Response to Non Resident Vehicles	Per hour/Per truck	*Current MTO rate	1
Smoke Alarm Installation	Per Smoke Alarm	\$ 40.00	1
Risk & Safety Management Level 1 Propane	Per Hour	\$ 82.00	1
Risk & Safety Management Level 2 Propane	Per Hour	\$ 82.00	1
Open Air Fire Permit (Farm Registered Properties Exempt)	Per	\$ 25.00	2
Open Air Fire Permit Special Event	Per	\$ 75.00	2
Open Burn - Duty Officer Response	per Officer	\$ 230.00	1
Open Burn	Per Call (5 or less Firefighters)	\$ 460.00	1
Open Burn	Per Call (6 or more Firefighters)	\$ 925.00	1
Assistance for Private Standby Beyond Normal Fire Protection	Per hour/Per truck	*Current MTO rate	1
Annual Business License Inspection	Per Hour	\$ 82.00	2
False Alarm (After 3 Occurrences in 12 month period)	Per truck	\$ 450.00	1
Emergency Response-Fire Department	per hour/per truck	*Current MTO rate	1
Emergency Response-Fire Department	personnel per hour/personnel per call	**Current rate	1
Any other costs associated with the response of each and every call		Actual Cost	1

* Current MTO rate will be determined by the Clerk as per the Ministry of Transportation rate at the date of invoice

** Current personnel per hour and per call rates will be determined based on the

**Town of Amherstburg User Fee Schedule
Schedule E
Licensing & Enforcement Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Auctioneer	Per Licence	\$ 78.00	2
Lotteries/Bingos/Raffles	Per Licence	3% of the prize value	2
Carnivals, Fairs/Midways	Per Licence	\$ 150.00	2
Circuses	Per Licence	\$ 150.00	2
Concerts	Per Licence	\$ 150.00	2
Driving Schools	Per Licence	\$ 150.00	2
Festivals	Per Licence	\$ 150.00	2
Flea Markets	Per Licence	\$ 150.00	2
Hawkers and Peddlers	Per Licence	\$ 78.00	2
Horse Drawn Carriage Owners Drivers	Per Licence	\$ 78.00	2
Limousine Driver	Per Licence	\$ 78.00	2
Limousine Owner	Per Licence	\$ 78.00	2
Pedi cabs Owners/Drivers	Per Licence	\$ 78.00	2
Petting Zoos	Per Licence	\$ 150.00	2
Portable Sign Contractors	Per Licence	\$ 100.00	2
Produce Vendors	Per Licence	\$ 150.00	2
Refreshment Vehicles (All Classes)	Per Licence	\$ 78.00	2
Second Hand Shops	Per Licence	\$ 200.00	2
Special Event Sales	Per Licence	\$ 78.00	2
Taxicab Broker	Per Licence	\$ 75.00	2
Taxicab Driver	Per Licence	\$ 60.00	2
Taxicab Owner	Per Licence	\$ 70.00	2
Trade Shows	Per Licence	\$ 150.00	2
Amusement Arcades	Per Licence	\$ 200.00	2
Automobile Body Repair Shops	Per Licence	\$ 200.00	2
Barbershops	Per Licence	\$ 200.00	2
Beauty Salons	Per Licence	\$ 200.00	2
Bed and Breakfasts	Per Licence	\$ 200.00	2
Bingo Halls	Per Licence	\$ 200.00	2
Boarding/Lodging/Rooming Houses	Per Licence	\$ 200.00	2
Body piercing parlours	Per Licence	\$ 200.00	2
Bowling Alleys	Per Licence	\$ 200.00	2
Business Service Establishments	Per Licence	\$ 200.00	2
Campgrounds/Trailer Parks	Per Licence	\$ 200.00	2
Caterers	Per Licence	\$ 200.00	2
Dry Cleaners	Per Licence	\$ 200.00	2
Florist Shops	Per Licence	\$ 200.00	2
Food Shops	Per Licence	\$ 200.00	2
Gas Stations	Per Licence	\$ 200.00	2
Hotels/Motels	Per Licence	\$ 200.00	2
Indoor Recreational Establishments	Per Licence	\$ 200.00	2
Office (General, Business, Service)	Per Licence	\$ 200.00	2
Pet Groomers	Per Licence	\$ 200.00	2
Pet Shops	Per Licence	\$ 200.00	2
Public Halls (all classes)	Per Licence	\$ 200.00	2
Race Tracks	Per Licence	\$ 150.00	2
Restaurants	Per Licence	\$ 200.00	2
Retail Store	Per Licence	\$ 200.00	2
Snack Bars	Per Licence	\$ 200.00	2
Swimming Pools	Per Licence	\$ 200.00	2
Tattoo parlours	Per Licence	\$ 200.00	2
Theatres	Per Licence	\$ 200.00	2
Wrecking Yards	Per Licence	\$ 200.00	2
Adult Book/Magazine Sales	Per Licence	\$ 100.00	2

**Town of Amherstburg User Fee Schedule
Schedule E
Licensing & Enforcement Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Adult Entertainment Attendants	Per Licence	\$ 78.00	2
Adult Entertainment Parlours	Per Licence	\$ 200.00	2
Adult Merchandise Sales	Per Licence	\$ 200.00	2
Adult Videotape Sales/Rental	Per Licence	\$ 200.00	2
Marriage Licences	Per Licence	\$ 117.00	2
Civil Marriage Ceremony during regular business hours	Per Ceremony	\$ 250.00	1
Civil Marriage Ceremony after regular business hours/weekends	Per Ceremony	\$ 350.00	1
Civil Marriage Ceremony off site mileage cost	Per Km	per Canada Revenue rate	1
Civil Marriage Ceremony Cancellation Fee	With 24 hours notice	\$ 62.50	1
During regular business hours Civil Marriage Ceremony Cancellation Fee	Without 24 hours notice	\$ 125.00	1
After regular business hours/weekends Civil Marriage Ceremony Cancellation Fee	Without 24 hours notice	\$ 175.00	1
Civil Marriage Ceremony Rehearsal	Per Rehearsal	\$ 50.00	1
Civil Marriage Ceremony Witnesses	Per 2 witnesses	\$ 30.00	1
Liquor Licence Application Processing	Per Application	\$ 50.00	1
Application for Noise Exemption	Per Application	\$ 50.00	2
Death Registration	Per	\$ 15.00	2
Dog Licence	Per Spayed / Neutered Dog	\$ 15.00	2
Dog Licence	Per Unspayed / un-neutered Dog	\$ 25.00	2
Late Fee - Dog Tag -After April 30	Per	\$ 10.00	2
Application for Fence Variance	Per	\$ 50.00	2
Fence Viewing	Per	\$ 400.00	2
Appear before Property Standards Committee		\$ 100.00	2
Property Standards Order	Per	\$ 100.00	2
Property Standards Order Reinspection	Per	\$ 100.00	2
Register Property Standards Order on Title	Per	\$50 + Cost of Registration	2
By-law Violation - Administrative Fee -Work Completed by the Town	Per	20% of Invoice costs / minimum \$100.00	2
Sign Removal	Per	Removal costs or \$200 which ever is greater	2
Sign Storage	Per	\$2.00 per day or part thereof or \$0.50 per square metre of sign face per day, whichever is the greater	2

**Town of Amherstburg User Fee Schedule
Schedule F
Planning & Development Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Application to Amend the Official Plan	Deposit*	\$ 2,000.00	2
Application to Amend Zoning By-law	Deposit*	\$ 2,000.00	2
Application to Amend Zoning By-law to A-36	Deposit*	\$ 1,000.00	2
Application to Amend Zoning By-Law to Remove a Holding (h) Symbol	Deposit*	\$ 1,000.00	2
Consideration of an Application to the County of Essex for Approval of a Plan of Subdivision/Condo - up to 20 Lots/Blocks/Units	Deposit*	\$ 2,000.00	2
Consideration of an Application to the County of Essex for Approval of a Plan of Subdivision/Condo - 21 to 50 Lots/Blocks/Units	Deposit*	\$ 4,000.00	2
Consideration of an Application to the County of Essex for Approval of a Plan of Subdivision/Condo - more than 50 Lots/Blocks/Units	Deposit*	\$ 6,000.00	2
Consideration of an Application to the County of Essex Official Plan Amendment	Deposit*	\$ 2,000.00	2
Application for the Approval of Site Plans & Site Plan Agreement for New Development within Designated Site Plan Control Area	Deposit*	\$ 2,000.00	2
Consideration of an Application to the County of Essex for Approval of a Plan of Condominium	Deposit*	\$ 2,000.00	2
Part Lot Control Exemption By-law	Deposit*	\$ 1,000.00	2
Application for Consent to Sever Land	Fee	\$ 500.00	2
Application for a Minor Variance or Permission to Enlarge, Extend or Alter the Use of a Legal Non-conforming Use	Fee	\$ 500.00	2
Certificate of Validation	Fee	\$ 250.00	2
Special Committee of Adjustment Hearing at Request of Applicant	Per	\$ 375.00	2
Applicant Driven Deferrals of Planning Act Applications	Per	\$ 115.00	2
ERCA Development Review Fee Consents	Per	\$ 200.00	2
ERCA Development Review Fee Minor Variance	Per	\$ 115.00	2
ERCA Development Review Fee Combination Consent and Minor Variance	Per	\$ 250.00	2
ERCA Development Review Fee Subdivisions/Major OPA or ZBA	Per	\$ 300.00	2
ERCA Development Review Fee Site Plan Control, Minor OPA or ZBA	Per	\$ 200.00	2
Copy of Official Plan or Zoning Bylaw	Per Copy	\$ 50.00	1
Planning Letter	Per Inquiry	\$ 75.00	1

* Deposits are collected with respect to Applications to: amend the Official Plan, amend the Zoning By-law, the County of Essex for approval of a Plan of Subdivision, obtain approval of Site Plans within a Designated Site Plan Control area, the County of Essex for approval of Plan of Condominium and Part Lot Control Exemption By-law. For application processing, if the subject planning application exceeds the amount of the deposit, an invoice will be issued to the applicant whom, upon receipt, shall promptly pay the Town of Amherstburg. If the costs of the Municipality for processing the subject application are less than the amount of the deposit, the Town shall promptly pay to the applicant the difference.

**Town of Amherstburg User Fee Schedule
Schedule G
Engineering and Public Works Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Lawyers Inquiries (orders on residential /commercial/industrial property for buyers)	Per Inquiry	\$ 75.00	1
Public Works			
Curb Cut & Driveway	Per Cut	\$ -	
Street Sweeper - Cleaning Roads	per hour	\$ 200.00	1
Street Sweeper - Hydro excavation	per hour	\$ 250.00	1
Backhoe w/ Operator	per hour	\$ 90.00	1
Dump Truck w/ Operator	per hour	\$ 80.00	1
Right Of Way Permit	per permit	\$ 200.00	2
Right Of Way Permit Indemnity Deposit	per permit /deposit	\$ 1,000.00	2
Drainage			
Drainage Apportionment Fee for Consent	per service	\$ 500.00	1
Drainage Apportionment Fee for Land Severance	per service	\$ 500.00	1
Water			
Water Turn On/Off (Season)	Per Inquiry	\$ 50.00	1
Water Meter Fee	3/4" Permit/Water Meter Fee	\$ 470.00	1
Water Meter Fee	1" Permit/Water Meter Fee	\$ 560.00	1
Water Meter Fee	1 1/2" Permit/Water Meter Fee	\$ 1,020.00	1
Water Meter Fee	2" Permit/Water Meter Fee	\$ 1,135.00	1
Water Pit Meter Fee	3/4" Permit/Water Pit Meter Fee	\$ 670.00	1
Water Pit Meter Fee	1" Permit/Water Pit Meter Fee	\$ 950.00	1
Disconnection /Removal of Water Service	Per disconnection	\$ 2,000.00	1
Water Meter Testing for Customer	Per test	\$ 250.00	1
Hydrant Valve (Hydrant Hookup Box)	Per day	\$125/day	1
Hydrant Water Usage Fee	per usage		1
Overstrength Sewage Treatment – Amherstburg Wastewater Treatment Plant	per kg	based on previous year actual	1
Processed Organic Waste	per Imp. Gal	\$ 0.12	1
New Water Service Connections	3/4" Water Service	\$2,750 plus \$100/month flat fee until meter is installed and passes inspection	1
New Water Service Connections	1" Water Service	\$2,950 plus \$100/month flat fee until meter is installed and passes inspection	1
New Water Service Connections	1 1/2" and 2" Water Service	At Cost plus \$100/month flat fee until meter is installed and passes inspection	1
After Hours Water Shut Off/Turn On	per service	\$ 175.00	1

**Town of Amherstburg User Fee Schedule
Schedule G
Engineering and Public Works Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Consumption	Per Cubic Metre	\$ 1.158	1
Base Monthly Charge by Meter Size:			
5/8 and 3/4 inches	Per Month	\$ 22.01	1
1 inch	Per Month	\$ 29.28	1
1 1/4 and 1 1/2 inches	Per Month	\$ 36.64	1
2 inches	Per Month	\$ 54.97	1
3 inches	Per Month	\$ 72.01	1
4 inches	Per Month	\$ 137.44	1
6 inches	Per Month	\$ 438.23	1
8 and 10 inches	Per Month	\$ 549.76	1
Wastewater			
Consumption	Per Cubic Metre	\$ 2.142	1
Base Monthly Charge by Meter Size:			
5/8 and 3/4 inches	Per Month	\$ 31.63	1
1 inch	Per Month	\$ 42.18	1
1 1/4 and 1 1/2 inches	Per Month	\$ 52.73	1
2 inches	Per Month	\$ 79.09	1
3 inches	Per Month	\$ 109.84	1
4 inches	Per Month	\$ 197.71	1
6 inches	Per Month	\$ 527.24	1
8 and 10 inches	Per Month	\$ 790.86	1

**Town of Amherstburg User Fee Schedule
Schedule H
Parks, Facilities, Recreation and Culture Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee	Tax Rate
Administration Fees			
Security Deposit	per rental	\$ 250.00	2
Refunds - (programs and rentals)	per transaction	\$ 25.00	1
Set - Up / Take Down Rate - Amherstburg Staff	per rental	\$ 25.00	1
Equipment Rental - Multimedia Station	per rental	\$ 20.00	1
Equipment Rental - Recreation Equipment	per rental	\$ 15.00	1
Equipment Rental - Chairs	per chair	\$ 1.25	1
Equipment Rental - Tables	per table	\$ 5.00	1
Equipment Rental - Sound System	per rental	\$ 20.00	1
Banner Application Fee	per banner	\$ 110.00	1
Advertising Fees			
Rink Board Advertising (High Visibility) per year	34" x 120"	\$ 800.00	1
Rink Board Advertising (Low Visibility) per year	34" x 120"	\$ 600.00	1
Mezzanine Ads per year	36" x 72"	\$ 500.00	1
Backlit Signs per year	48" x 96"	\$ 1,500.00	1
Ice Logo per year	72 sq feet (6' x 12')	\$ 2,500.00	1
Goal Rink Advertising per year	34" x 120"	\$ 300.00	1
Zamboni Advertising per year	1 machine	\$ 4,500.00	1
Municipal Guide - Back Cover	per edition	\$ 400.00	1
Municipal Guide - Back Cover	2 editions	\$ 700.00	1
Municipal Guide - Inside Front or Inside Back	per edition	\$ 350.00	1
Municipal Guide - Inside Front or Inside Back	2 editions	\$ 650.00	1
Municipal Guide - Full Page	per edition	\$ 275.00	1
Municipal Guide - Full Page	2 editions	\$ 500.00	1
Municipal Guide - Half Page	per edition	\$ 200.00	1
Municipal Guide - Half Page	2 editions	\$ 350.00	1
Municipal Guide - Quarter Page	per edition	\$ 150.00	1
Municipal Guide - Quarter Page	2 editions	\$ 275.00	1
Municipal Guide - Business Card Size	per edition	\$ 100.00	1
Municipal Guide - Business Card Size	2 editions	\$ 175.00	1
Electronic Advertising - Libro Credit Union Centre (1 month)	1 month	\$ 40.00	1
Electronic Advertising - Libro Credit Union Centre (3 months)	per month	\$ 32.00	1
Electronic Advertising - Libro Credit Union Centre (6 months)	per month	\$ 30.77	1
Electronic Advertising - Libro Credit Union Centre (12 months)	per month	\$ 29.63	1
Electronic Advertising - Town Hall (1 month)	1 month	\$ 20.00	1
Electronic Advertising - Town Hall (3 months)	per month	\$ 16.00	1
Electronic Advertising - Town Hall (6 months)	per month	\$ 15.38	1
Electronic Advertising - Town Hall (1 months)	per month	\$ 14.81	1
Electronic Advertising - Libro Centre & Town Hall (1 month)	1 month	\$ 50.00	1
Electronic Advertising - Libro Centre & Town Hall (3 months)	per month	\$ 37.50	1
Electronic Advertising - Libro Centre & Town Hall (6 months)	per month	\$ 35.00	1
Electronic Advertising - Libro Centre & Town Hall (12 months)	per month	\$ 32.50	1
** Administration has ability to negotiate price for multiple advertising opportunities			
Community Programming Fees			
Seasonal Activities and Programs			
Parent & Tot	per class	\$ 6.25	1
Pre-School	per class	\$ 6.25	2
Youth (under age 14)	per class	\$ 9.00	2

**Town of Amherstburg User Fee Schedule
Schedule H
Parks, Facilities, Recreation and Culture Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee		Tax Rate
Adult	per class	\$	11.00	1
Senior	per drop-in	\$	5.00	1
Children & Youth (under age 14)- Drop In	per drop-in	\$	8.00	2
Adult - Drop - In	per drop-in	\$	8.00	1
Day Camp				
Daily	per day	\$	30.00	2
Weekly	per week	\$	130.00	2
Specialty Camp	per week	\$	145.00	2
Hot Lunch fee	per lunch	\$	5.00	2
*Family will include 5 members max. / Youth under 14 years are exempt from HST				
Indoor Recreation Facilities Fees				
Ice Time			01-Jan-19	01-Aug-19
Capital Surcharge	per hour	\$	6.00	\$ 6.00 2
Prime Time Rental	per hour	\$	167.84	\$ 171.20 1
Non-Prime Time Rental	per hour	\$	146.47	\$ 149.40 1
Off-Off Prime Time Rental	per hour	\$	60.83	\$ 62.05 1
Local Minor Sports Association Prime Time Rental	per hour	\$	165.20	\$ 168.50 1
Local Minor Sports Association Non-Prime Time Rental	per hour	\$	144.16	\$ 147.04 1
Goalie Pad	per hour	\$	35.86	\$ 36.58 1
Public Skating - General (per person)	per person	\$	3.00	\$ 3.00 1
Public Skating - General (per family)	Max of 5	\$	8.00	\$ 8.00 1
Senior Public Skate	per person	\$	4.42	\$ 4.42 1
Parent & Tots (per person)	per person	\$	3.00	\$ 3.00 1
Hockey / Figure Skating drop-in	per person	\$	8.00	\$ 8.00 1
Dry Floor Time				
Capital Surcharge	per hour	\$	6.00	2
Arena Floor Rental Prime Time	per hour	\$	62.05	1
Arena Floor Rental Non-Prime	per hour	\$	57.28	1
**Show/Sale (in advance) per day	per day	\$	518.47	1
Indoor Soccer Field			01-Jan-19	01-Aug-19
Capital Surcharge	per hour	\$	6.00	\$ 6.00 2
Prime Time Rental	per hour	\$	115.37	\$ 117.68 1
Non-Prime Time Rental	per hour	\$	105.77	\$ 107.89 1
Local Minor Sports Association Prime	per hour	\$	113.55	\$ 115.82 1
Local Minor Sports Association Non-Prime	per hour	\$	104.10	\$ 106.18 1
Youth (under age 14) - Drop-in Soccer	per hour	\$	3.00	\$ 3.00 2
Adult - Drop-in Soccer	per hour	\$	7.08	\$ 7.08 1
Adult - Drop-in Baseball	per hour	\$	7.08	\$ 7.08 1
Multi Purpose Room Upstairs in Arena (Small room)				
Capital Surcharge	per hour	\$	3.00	2
Prime Time Rental	per hour	\$	23.86	1
Non -Prime Time Rental	per hour	\$	19.10	1
Local Minor Sports Association Prime Time Rental	per hour	\$	23.49	1
Local Minor Sports Association Non-Prime Time Rental	per hour	\$	18.80	1
Weekend - Daily Alcohol & Non-Alcohol - Half Day (4 hours)	per event	\$	238.67	1
Weekend - Daily Alcohol & Non-Alcohol - Full Day (8 hours)	per event	\$	429.61	1
Board Room In Arena (Office Area)				
All Hours	N/A			N/A

**Town of Amherstburg User Fee Schedule
Schedule H
Parks, Facilities, Recreation and Culture Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee		Tax Rate
Ground Floor Multipurpose Room/Essex Power Energy Zone				
Capital Surcharge	per hour	\$	3.00	2
Prime Time Rental	per hour	\$	37.59	1
Non -Prime Time Rental	per hour	\$	28.19	1
Community Room				
Capital Surcharge	per hour	\$	3.00	2
Prime Time Rental	per hour	\$	47.73	1
Non -Prime Time Rental	per hour	\$	38.19	1
Kitchen - Prime or Non-Prime	per hour	\$	19.09	1
Weekend - Daily Alcohol & Non-Alcohol - Half Day (4 hours)	per event	\$	238.67	1
Weekend - Daily Alcohol & Non-Alcohol - full Day (8 hours)	per event	\$	429.61	1
** Kitchen included in half day and full day rentals				
Outdoor Recreation Facilities Fees				
Pavilion Rentals				
Capital Surcharge	per 2 hours	\$	6.00	2
Wedding / Special Event	per 2 hours	\$	71.59	1
** There is no alcohol allowed in KNYP Please refer to KNYP passive By-Law				
Full Park Rentals, Special Events & Equipment				
Capital Surcharge (rentals)	per hour	\$	6.00	2
Family Reunion/Picnic, etc. (no alcohol)	per rental	\$	85.92	1
Special Event Park Rental	per rental	\$	233.08	1
Special Event Road Rental	per rental	\$	233.08	1
Garbage Barrels	per barrel	\$	2.00	1
Garbage Bags	per 100	\$	25.00	1
Road Barriers	per barrier	\$	2.00	1
Pylons	per pylon	\$	5.00	1
Picnic Table rental	per table	\$	12.00	1
Recycle Bin with wheels	per unit	\$	25.00	1
Recycle Box	per unit	\$	2.00	1
Baseball Diamonds				
			01-Jan-19	01-Aug-19
Capital Surcharge	per game	\$	6.00	\$ 6.00
Ball Diamond	per game	\$	7.49	\$ 7.64
Baseball Diamond - Libro Credit Union Centre - Un-Lit	per game	\$	32.23	\$ 32.87
Baseball Diamond - Libro Credit Union Centre - Lit	per game	\$	52.48	\$ 53.53
Local Minor Sports Association - Libro (Un-lit)	per game	\$	31.72	\$ 32.35
Local Minor Sports Association - Libro (Lit)	per game	\$	51.65	\$ 52.68
Baseball Diamond - Half Day (4 hours)	per day	\$	29.46	\$ 30.05
Baseball Diamond - Per Day (8 hours)	per day	\$	58.00	\$ 59.16
Local Minor Baseball Association (T-Ball)	per player	\$	7.00	\$ 7.00
Local Minor Baseball Association	per player	\$	14.00	\$ 14.00
Soccer/Football Field				
			01-Jan-19	01-Aug-19
Capital Surcharge	per game	\$	6.00	\$ 6.00
Grass Field	per game	\$	7.49	\$ 7.64
Local Minor Sports Association - Grass Field	per game	\$	-	\$ -
Premier Turf Field - Un-Lit	per game	\$	32.77	\$ 33.43
Premier Turf Field - Lit	per game	\$	53.35	\$ 54.42
Local Minor Sports Association - Premier Turf (Un-lit)	per game	\$	32.25	\$ 32.90
Local Minor Sports Association - Premier Turf (Lit)	per game	\$	52.51	\$ 53.56
Football Field Grass - Half Day (4 hours)	per day	\$	29.95	\$ 30.55
Football Field Grass- Per Day (8 hours)	per day	\$	58.96	\$ 60.14

**Town of Amherstburg User Fee Schedule
Schedule H
Parks, Facilities, Recreation and Culture Services**

Applicable Taxes will be added to all fees (1: Applicable Taxes extra, 2: Tax exempt, 3: Taxes included)

Service	Fee Basis	Fee		Tax Rate
Local Minor Sports Association - Football Field Grass (Half Day)	per day	\$ 29.48	\$ 30.07	1
Local Minor Sports Association - Football Field Grass (Full Day)	per day	\$ 58.04	\$ 59.20	1
Minor Soccer Association	per player	\$ 14.00	\$ 14.00	1
Tennis Courts				
Single Court	per hour	\$	3.75	1
All Courts at location	per day	\$	9.38	1
All courts - Half Day (4 hours)	4 hours	\$	28.18	1
All Courts - Per Day (8 hours)	per evening	\$	56.34	1
Field and Track Area				
Evening (with alcohol)	per evening	\$	184.14	1
All day(with alcohol)	per day	\$	368.28	1
Private Rental (no alcohol)	per day	\$	92.07	1
(**LCBO Special Occasion Permit is Mandatory along with Insurance Certificate covering days booked**)				



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Dan Beaulieu	Report Date: January 28, 2019
Author's Phone: 519 736-3664 ext. 2319	Date to Council: February 11, 2019
Author's E-mail: dbeaulieu@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Drinking Water Quality Management System 2.0 Issuance – 2019

1. **RECOMMENDATION:**

It is recommended that:

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

2. **BACKGROUND:**

The Drinking Water Quality Management Standard (DWQMS) is the Quality Management Standard approved under Section 21 of the Safe Drinking Water Act (SDWA), and complements this legislative and regulatory framework by endorsing a proactive and preventive approach to assuring drinking water quality. This approach includes consideration of elements that are fundamental to ensuring the long-term sustainability of a Drinking Water System including: management processes employed within the system; the maintenance of infrastructure used to supply drinking water and the identification of potential risks and risk mitigation strategies for items such as system security, water treatment, and the impacts of climate change.

3. **DISCUSSION:**

In April 2017, the Ministry of the Environment and Climate Change (now the Ministry of the Environment, Conservation and Parks) published revisions to the Drinking Water Quality Management Standard. The revised Standard, referred to as Version 2.0, was developed in partnership with the water sector, and incorporates feedback from stakeholders and stakeholder groups representing large, small and rural municipalities across the province.

Key Changes to the Drinking Water Quality Management Standard

Flexible Timelines:

The Standard requires many items to be undertaken annually, including the internal audit and a management review of the system. Language in the Standard has been revised to allow some flexibility in scheduling these activities within a calendar year.

Clarified Requirements for Different Types of System:

Communities in Ontario are served by drinking water systems of varying size and complexity. To help ensure consistent interpretation, requirements for different types of system (e.g., treatment systems and distribution only systems) have been clarified.

Consideration of Climate Change:

Climate change can have a direct impact on both the infrastructure and operation of a drinking water system, and has the potential to change what is considered “normal” operation. The Standard has been revised to ensure that all system owners are aware of these risks and consider them in their infrastructure planning activities.

Continual Improvement:

A quality management system must be flexible enough to meet the needs of a changing organization, the requirements of changing infrastructure and to keep pace with changing technologies. Just like a robust infrastructure maintenance program, improvement to the quality management system should not be limited to fixing things as they fail. The Standard has been revised to ensure that both proactive and reactive approaches are taken to ensure continual improvement of the system.

The Drinking Water Quality Management System Operational Plan for the Amherstburg Water Distribution System has been updated to meet the changes of Version 2.0 as described above. The owner of a drinking water system, being the Council of a municipality, must endorse and approve the updated plan. A copy of the updated plan is provided under separate cover (SharePoint) for Council’s review.

The most current Operational Plan for the Amherstburg Water Distribution System is available on the Town's website for public viewing.

4. RISK ANALYSIS:

Transition to the Drinking Water Quality Management Standard (DWQMS) Version 2.0 is mandatory for the Town's Drinking Water Quality Management System in order to retain accreditation.

5. FINANCIAL MATTERS:

There are no financial implications associated with this report.

6. CONSULTATIONS:

N/A

7. CONCLUSION:

The DWQMS 2.0 issuance – 2019 is provided for council to review and endorse.



Dan Beaulieu, C.Tech.
Manager of Environmental Services

Report Approval Details

Document Title:	Drinking Water Quality Management System 2.0 Issuance - 2019.docx
Attachments:	N/A
Final Approval Date:	Feb 4, 2019

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



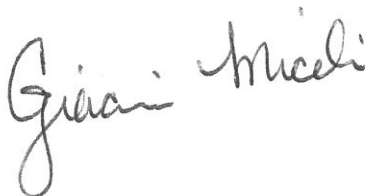
Antonietta Giofu - Jan 31, 2019 - 9:43 AM



Mark Galvin - Jan 31, 2019 - 9:59 AM



Cheryl Horrobin - Feb 1, 2019 - 6:06 PM



John Miceli - Feb 4, 2019 - 9:27 AM



Paula Parker - Feb 4, 2019 - 9:58 AM



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: Edgewater Lagoons Joint Use Agreement with Rapid Drainage

1. RECOMMENDATION:

It is recommended that:

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

2. BACKGROUND:

The Town utilizes hydro excavation for areas that are congested with other utilities and conventional excavation cannot be completed safely. When areas are hydro excavated the ground is cut with high pressure water and vacuumed into a truck. The hydro excavated material consists of wet topsoil, clay and granular materials.

Rapid Drainage has recently approached the Town to discuss possible areas for the creation of a hydro excavation disposal site for their services similar to the agreement the Town entered into with Heaton Sanitation in 2014.

3. **DISCUSSION:**

With the decommissioning of the Edgewater Lagoons in the near future, some of the fill can be utilized in areas around the lagoons.

Rapid Drainage will have use of the Edgewater Lagoon site for disposal of non-contaminated hydro excavated materials for Town projects as well as other public utilities projects. The term of the Agreement will be March 1, 2019 to February 29, 2020.

4. **RISK ANALYSIS:**

As outlined in the attached Agreement, hydro excavation materials generally consist of wet topsoil, clay and granular materials. These materials shall exclude any and all hazardous or contaminated waste.

5. **FINANCIAL MATTERS:**

Rapid Drainage will be paying a sum of \$2,000 per month (\$24,000 per annum) plus HST for the one year term. This amount has been included as part of the estimated revenue in the 2019 Budget under the Wastewater budget centre.

6. **CONSULTATIONS:**

The Director of Planning, Development and Legislative Services was consulted on report and agreement.

7. **CONCLUSION:**

Acceptance of this agreement provides the Town additional revenue in the Wastewater operating budget. Hydro excavated materials received can be used at the Edgewater Lagoons site post decommissioning.



Dan Beaulieu, C.Tech.
Manager of Environmental Services

<p>DEPARTMENTS/OTHERS CONSULTED: Name: Mark Galvin, Director of Planning, Development and Legal Services Phone #: 519 736-5712 ext. 2137</p>

Report Approval Details

Document Title:	Rapid Drainage Joint Use Agreement.docx
Attachments:	Joint User Agreement Rapid Drainage.doc
Final Approval Date:	Feb 4, 2019

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



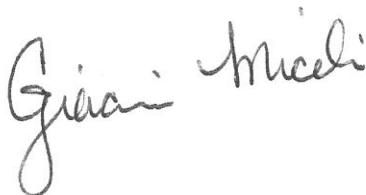
Antonietta Giofu - Jan 31, 2019 - 8:34 AM



Mark Galvin - Jan 31, 2019 - 9:56 AM



Cheryl Horrobin - Feb 4, 2019 - 8:52 AM



John Miceli - Feb 4, 2019 - 10:43 AM



Paula Parker - Feb 4, 2019 - 1:03 PM

THIS JOINT USE AGREEMENT made in duplicate this 1st day of February, 2019,

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSBURG

Of the Town of Amherstburg and Province of Ontario,
hereinafter called the "Town"

OF THE FIRST PART

-and-

RAPID DRAINAGE

Of the Town of Lakeshore and Province of Ontario,
hereinafter called "Rapid"

OF THE SECOND PART

WHEREAS the Town is the current registered and beneficial owner of the property known as CON 1 PT LOT 21 PLAN 1455, LOTS 1 & 2 RP 12R4647 PARTS, 1 TO 3 in the Town of Amherstburg (the Town's Property, also known as 1063 Front Rd N Lot 21, Concession 1, the Edgewater Lagoons);

AND WHEREAS Rapid has requested to the Town joint use of the part of Town's property to Rapid and the Town grant permission to the use of the Town's Property as a hydro excavation material disposal and reclamation site as required by Rapid;

AND WHEREAS the Town has resolved to grant such permission to Rapid subject to the terms, covenants and conditions of this Agreement;

WITNESSETH that in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto hereby agree with each other as follows:

**ARTICLE I
GRANT AND TERM**

SECTION 1.01 – JOINTLY USED PREMISES

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Rapid to be paid, observed and performed, the Town jointly agrees for Rapid to utilize a portion of the Town's Property known as Part of Lot 21, Concession 1, Amherstburg and being part 1 and 2 on Reference Plan 12R-4647 in the Town of Amherstburg, also known as 1063 Front Rd N Lot 21, the Edgewater Lagoons which portion is outlined in yellow and is more particularly set out in Schedule "A" attached hereto and forming a part of this Agreement (hereinafter the Demised Premises).

The Town hereby grants permission to Rapid and Rapid shall have the right:

- (a) to install, erect, operate and maintain at its own expense all laneways, access points and all other features associated with the use of the Demised Premises as a hydro excavation material disposal and reclamation site; and,

SECTION 1.02 – TERM OF AGREEMENT

TO HAVE AND TO HOLD the Demised Premises for and during the term of twelve (12) months to be computed from the 1st of March, 2019 (herein called the "Agreement Commencement Date") and fully to be completed and ended on the 29th day of February, 2020 save as hereinafter provided for earlier termination and any right of renewal. The expression "term" as used herein means the term hereby demised and any renewal or extension thereof.

Notwithstanding any term as set out herein the Town shall have the option, in its sole and unfettered discretion to amend the Agreement Commencement Date to any other date.

**ARTICLE II
RENT AND MAINTENANCE**

SECTION 2.01 – FIXED MINIMUM RENT

Rapid covenants and agrees to pay unto the Town from and after the Agreement Commencement Date a fixed minimum rent in the sum of Two Thousand Dollars (\$2,000.00) per month, payable in advance on the first of every month plus Harmonized Sales Taxes, if applicable, for the Demised Premises payable in monthly installments. In the event that the Agreement Commencement Date or the term of the Agreement have been amended pursuant to Section 1.02 of this Agreement, the rental payment dates hereunder shall be amended accordingly and the payments shall be prorated appropriately and made on the corresponding new Agreement Commencement Date and each month period thereafter.

SECTION 2.02 – RAPID TO BEAR EXPENSES OF ROAD MAINTENANCE

Rapid shall be responsible for payment of any associated costs with annual maintenance and upkeep of the roadway of the Demised Premises leading up to their work area. Rapid will not be responsible for the payment of any other costs associated with annual general maintenance and upkeep of the Demised Premises with the exception of any costs associated with the use of the Demised Premises by Rapid or its agents, employees or authorized personnel.

All of these additional costs and expenses to be borne by Rapid shall be invoiced based on costs incurred by the Town and constitute as additional rent for the Demised Premises whether or not the same be designated “additional rent” and Rapid covenants to pay such additional rent.

**ARTICLE III
USE OF PREMISES BY RAPID**

SECTION 3.01 – USE OF PREMISES

The Demised Premises shall be used solely for the purposes of a hydro excavation material disposal and reclamation site and for no other use whatsoever without the consent of the Town. Rapid shall not use or permit the use of the Demised Premises for any other business or purpose other than as hereinbefore provided in this Section. Rapid shall satisfy itself that its use of the Demised Premises shall conform with the requirements of the appropriate municipal or regulatory authority.

SECTION 3.02 – RIGHT OF USE

Rapid has the right of use as a licensee and not a lessee or tenant. Further by virtue of this agreement there is no relationship with the Town such as an agent or contractor other than a licensee.

**ARTICLE IV
SIGNS, FIXTURE, ALTERATIONS**

SECTION 4.01 – INSTALLATION BY RAPID

Rapid, with the exception of any alterations of the Demised Premises required for its use in accordance with Sections 1.01 and 3.01, shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any fixtures, signs, lighting, or make any changes to the Demised Premises without first obtaining the Town’s written approval and consent, which consent shall not be unreasonably withheld. Rapid shall present to the Town plans and specifications in form, content and such detail as the Town may reasonably require for such work at the time approval is sought.

Rapid covenants that any work that may be done in respect of the Demised Premises by or on behalf of Rapid shall not conflict or interfere with any work being done or about to be done by the Town in or about the Demised Premises, whether such conflict or interference shall arise in relation to labour unions or otherwise and Rapid shall obtain all requisite permits, licenses and inspections in respect of any such work done by or on Rapid behalf.

At the end of this Agreement or any renewal thereof, Rapid shall at its own expense immediately remove any fixture, sign, lighting or change to the Demised Premises as directed by the Town, and shall restore the Demised Premises to its original condition.

ARTICLE V INSURANCE AND INDEMNITY

SECTION 5.01 – LIABILITY INSURANCE

Rapid shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with companies qualified to do business in the Province of Ontario with respect to the Demised Premises, in which the limit of public liability shall not be less than FIVE MILLION (\$5,000,000) DOLLARS and in which the property damage liability shall not be less than FIVE MILLION (\$5,000,000) DOLLARS.

SECTION 5.02 – POLICIES

All policies of insurance shall be in a company or companies authorized to do business in the Province of Ontario and upon terms and conditions satisfactory to the Town. The Town and Rapid shall be named as the insured in all policies purchased by Rapid and the interest of all mortgagees shall be noted therein. Rapid shall deliver to the Town certificates of all policies which shall contain a clause requiring the insurer to give the Town and mortgagees fifteen (15) days written notice of cancellation of such policies.

SECTION 5.03 – INDEMNIFICATION OF THE TOWN

Rapid will indemnify the Town and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to the property arising from or out of any occurrence in, upon or at the Demised Premises, the occupancy or use by Rapid of the Demised Premises or any part thereof, or occasioned wholly or in part by any act or omission of Rapid, its agents, contractors, employees, servants, licensees or invitees. In case the Town shall, without fault on its part, be made a party to any litigation commenced by or against Rapid, then Rapid shall protect and hold the Town harmless and shall pay all reasonable costs, expenses and solicitors and counsel fees on a solicitor and his own client basis incurred or paid by the Town in connection with such litigation.

ARTICLE VI ACKNOWLEDGEMENT OF USE, ATTORNMENT, SUBORDINATION

SECTION 6.01 – ACKNOWLEDGEMENT OF USE

Rapid agrees to execute and deliver, within seven (7) calendar days of the request of the Town, a certificate and acknowledgement setting out.

- (a) that the Agreement is in full force and effect and that Rapid is using the Demised Premises;
- (b) that the Agreement is unamended, or if amended, the particulars of such amendment;
- (c) that the Town is not in default, or if in default, the nature of such default;
- (d) that the Demised Premises are completed and are in good condition and repair, or such other information relating to the premises as the Town may request;
- (e) such other matters as the Town may reasonably require.

SECTION 6.02 – SUBORDINATION AND ATTORNMENT

It is a condition of this Agreement and Rapid rights granted hereunder that this Agreement and all of the rights of Rapid hereunder and under the Agreement are subordinate to any and all mortgages, or other instruments of financing, refinancing or collateral financing, from time to time in existence against the Demised Premises. Upon request, Rapid will subordinate this Agreement and all of its rights hereunder and under the Agreement in such form as the Town requires to any and all mortgages, or other instruments of financing, refinancing, or collateral financing, as aforesaid, and will, if requested attorn to the holder

thereof or to the registered owners of the Demised Premises, as the case may be. Provided always that so long as Rapid performs its covenants, its tenure as provided herein will be honoured by any mortgagee or like company referred to herein.

ARTICLE VII ASSIGNMENT AND SUBLETTING

SECTION 7.01 – CONSENT REQUIRED

Rapid shall not have the right to assign or transfer or otherwise encumber the Agreement to another person, firm, or corporation or sub-let the whole or any part of the Demised Premises without first obtaining the Town's consent thereto, such consent shall not be arbitrarily withheld. It is further agreed notwithstanding any assignment or subletting that Rapid named herein shall remain liable for all obligations under the Agreement. Without limiting the generality of the foregoing, no assignment or sublet shall be effective and no consent shall be given unless the following provisions have been complied with:

- (i) There is not existing any default hereunder on the part of the Rapid;
- (ii) The assignee or sub-let has assumed in writing with the Town the due and punctual performance and observance of all the agreements, provisions, covenants and conditions hereof on Rapid part to be performed or observed from and after the execution and delivery of such assignments.

In the event that Rapid assigns this Agreement or sublets as aforesaid without the prior written consent of the Town, the Town may in its sole discretion terminate this Agreement forthwith without notice. The consent by the Town to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall apply to subletting or assignment by operation of laws. Notwithstanding any assignment or sublet, Rapid shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement.

ARTICLE VIII WASTE, GOVERNMENTAL REGULATION

SECTION 8.01 – WASTE OR NUISANCE

Rapid shall not commit or suffer to be committed any waste upon the Demised Premises or do or suffer any act or thing which may result in a nuisance to any other party.

ARTICLE IX DESTRUCTION OF DEMISED PREMISES

SECTION 9.01 – TOTAL OR PARTIAL DESTRUCTION OF THE DEMISED PREMISES

Provided and it is hereby expressly agreed that if during the term, the Demised Premises are totally or partially destroyed or damaged by fire or the elements, explosion, riot, impact by aircraft or vehicles, malicious damage, acts of God or the Queen's enemies or other perils Rapid may at its option terminate this Agreement by notice in writing to the Town given within thirty (30) days of the date of such destruction or damage and in the event of such notice being so given this Agreement shall cease and become null and void from the date of such destruction or damage and Rapid shall immediately vacate the Demised Premises, but if within the said period of thirty (30) days Rapid shall have not given notice terminating this Agreement as aforesaid or if within the said period of thirty (30) days or upon the Town and Rapid having agreed as aforesaid, whichever shall be the sooner, Rapid shall with reasonable promptitude proceed to repair or restore the Demised Premises to the condition required for the continued use of the Demised Premises by Rapid. Notwithstanding that Rapid may commence the repair or restoration of the Demised Premises, Rapid shall not be required to repair or restore any buildings or appurtenances on the Demised Premises that are the property of the Town.

**ARTICLE X
DEFAULT OF RAPID**

SECTION 10.01 – RIGHT TO TERMINATE AGREEMENT

Provisions for termination of this agreement for non-payment to the Town of rent for fifteen (15) days after the same is due or non-performance of covenants.

The Town has a general right to terminate this contract with 30 days notice at any time.

SECTION 10.02 – CONTAMINATED MATERIALS

Hydro excavation materials generally consist of wet topsoil, clay and granular materials. These materials shall exclude any and all hazardous or contaminated waste. Shall any hazardous or contaminated waste be found on site Rapid shall immediately remediate the area to the satisfaction of the Town. Any violation shall constitute cause for immediate termination of this Agreement.

SECTION 10.03 – INTERFERNCE OF TOWN'S OPERATIONS

Any interference with the Town's use that is not remedied within fifteen (15) days of written notice shall be cause for immediate termination of this Agreement.

**ARTICE XI
ACCESS BY THE TOWN**

SECTION 11.01 – RIGHT OF ENTRY

(a) The Town and any person authorized by the Town shall have the right to use, install, maintain and/or repair pipes, wires, ducts or other installations in, under or through the Demised Premises for or in connection with the supply of any services to the Demised Premises;

(b) When necessary by reason of accident or other cause or in order to make any repairs, alterations or improvements to the Demised Premises, the Town may cause such reasonable and temporary obstruction of access laneways or common areas as may be necessary and may interrupt or suspend the supply to the Demised Premises of electricity, water and other services where necessary and until said repairs, alterations, improvements and additions shall have been completed. There shall be no abatement in rent because of any such repairs, alterations, improvements or additions if such repairs are made with reasonable dispatch;

(c) The Town or its agents shall have the right to enter upon the Demised Premises at all reasonable times to view the state of repair, condition and use thereof and to make such alterations as it may deem advisable and the Town or its agents shall be allowed to take all material into and upon the Demised Premises that may be required therefore without the same constituting any eviction of Rapid. The rent hereunder shall in no way abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the operations of Rapid because of the execution of any such work;

(d) The Town shall not be liable to Rapid for any interference or inconvenience cause by any additional construction or repairs permitted hereunder, provided such additional construction or repairs are carried out as expeditiously as is reasonably possible;

(e) Nothing in this Section contained however, shall be deemed or construed to impose upon the Town any obligations, responsibility or liability whatsoever, for the care, maintenance or repair of the Demised Premises or any part thereof, except as otherwise in this Lease specifically provided.

**ARTICLE XII
THE TOWNS PROPERTY AND OPERATIONS**

SECTION 12.01 – TAXES ON DEMISED PREMISES

The Town shall be responsible for and shall pay all municipal, county, provincial or federal taxes assessed during the term of this Agreement.

SECTION 12.02 – LOSS AND DAMAGE

The Town shall not be liable for any loss, injury or damage from any cause whatsoever to Rapid or to other persons or property wheresoever situate except where the Town is responsible. Without limiting the generality of the foregoing, the Town shall not be liable for any such damage caused by anything done or omitted to be done by other persons on the Demised Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private public or quasi-public work.

SECTION 12.03 – NOTICE BE RAPID

Rapid shall give immediate notice to the Town in case of fire or accidents on the Demised Premises or of defects therein or in any fixtures or equipment thereon.

**ARTICLE XIII
HOLDING OVER AND SUCCESSORS**

SECTION 13.01 – HOLDING OVER

In the event that Rapid remains in possession of the Demised Premises after the end of the term hereof and without the execution and delivery of a notice of renewal if granted hereunder if a right of renewal is granted, there shall be no tacit renewal of this Agreement and the term hereby granted and Rapid shall be deemed to be occupying the Demised Premises from month to month, and otherwise upon the same terms and conditions as are set forth in this Agreement monthly at a revised rental rate equal to the monthly rental rate as was paid in the last year of the term plus an additional four hundred dollars (\$400.00) per month (excluding HST) to be added cumulatively each year this agreement is in over holding, so far as applicable.

SECTION 13.02 – SUCCESSORS

All rights and liabilities herein given to or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if Rapid is more than one person, they shall all be bound jointly and severally by the term, covenants and agreements herein. Subject to Paragraph 8.01 herein, Rapid shall not assign or otherwise transfer this Agreement and all rights hereunder shall not endure to the benefit of any assignee or successor of Rapid. This Agreement shall endure to the benefit of Rapid successors and assigns. If the Demised Premises are sold, then the Town shall be released at the time of completion of such sale from all of its covenants and obligations set out in this Agreement. If the Town makes a bona fide sale or otherwise disposes of the Demised Premises to a third party at any time during the term of the Agreement, such sale or disposition shall expressly provide that the purchaser, from the Town, shall enter into and assume all of the rights, covenants and obligations of the Town as set out in this Agreement, and shall be bound by all of the remaining terms and provisions herein for the remainder of the term.

**ARTICLE XIV
MISCELLANEOUS**

SECTION 14.01 – WAIVER

Failure by the Town to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Town shall not be deemed to be a waiver of any preceding breach by Rapid of any term, covenant or condition of this Agreement, other than the failure of Rapid to pay the particular rent so accepted, regardless of the Town’s knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Agreement shall be deemed to have been waived by the Town, unless such waiver be in writing by the Town.

SECTION 14.02 – ENTIRE AGREEMENT

This Agreement and the Schedules if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Town and Rapid concerning the Demised Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said Schedules, if any, set forth. Except as herein otherwise

provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Town or Rapid unless reduced to writing and signed by them.

SECTION 14.03 - FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour, troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything herein contained, the provisions of fixed minimum rent, additional rent or any other payments required by the terms of this Agreement, nor entitled Rapid to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

SECTION 14.04 – NOTICES

All notices or other documents required which may be given under this Agreement shall be in writing duly signed by the party giving such notice and transmitted by registered or certified mail, telegraph telex addressed as follows:

TO TOWN: Town of Amherstburg
271 Sandwich Street South
Amherstburg, ON N9V 2A5
Telephone: 519-736-0012
Facsimile: 519-736-5403
Attention: Paula Parker, Clerk
Email: pparker@amherstburg.ca

TO RAPID: Rapid Drainage
504 Harvard Drive
Belle River, ON N0R 1A0
Attention: Dan Coté & Ted Skarbek

Any notice or document so given shall be deemed to have been received on the third business day following the date of mailing if sent by registered mail or certified mail, but shall be deemed to have been received on the next business day if transmitted by Telex or Telegram. Any party may from time to time by notice given as provided above, change its address for the purpose of this clause.

SECTION 14.05 – PLACE FOR PAYMENT OF RENT

Rapid shall pay the rent, including all additional rent and all other payments that may be required, at the office of the Town specified in Section 15.04 hereof or to such manager at such place or places as the Town may designate from time to time by notice in writing.

SECTION 14.06 – REGISTRATION

Rapid shall not register this Agreement without the written consent of the Town. However, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so called “short term” of this Agreement for the purpose of registration. Said memorandum or short form shall describe parties, the Demised Premises and the terms of this Agreement and shall be prepared and registered at the expense of the Rapid.

SECTION 14.07 – GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 14.08 - CAPTIONS AND SECTION NUMBERS

The index, captions, section numbers, and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

SECTION 14.09 – TOWN TO INCLUDE REPRESENTATIVES

Wherever the word “Town” is used in the present Agreement, it shall be deemed to include the Town and its duly authorized representatives.

SECTION 14.10 – PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the application of such term covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

SECTION 14.11 – NOT OPTION

The submission of this Agreement for examination does not constitute a reservation of or option for the Demised Premises and this Agreement becomes effective as an Agreement only upon execution and delivery thereof by the Town and Rapid.

SECTION 14.12 – THE PLANNING ACT

This Agreement is entered into subject to the condition that it is to be effective only on obtaining the consent required under the Planning Act, R.S.O. 1980, c. 379 as amended, if such consent is required, it shall be obtained by the Town at the expense of Rapid and until such consent is obtained and term hereof, including options, if any, shall be read as not exceeding twenty one (21) years less one day and in the event such consent is not obtained, the term hereof, including options, if any, shall not exceed twenty one (21) years less one day.

SECTION 14.13 – TIME OF ESSENCE

Time shall be of the essence of this Agreement and every part thereof.

IN WITNESS WHEREOF, the Town and Rapid have signed and sealed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

) THE CORPORATION OF THE
) TOWN OF AMHERSTBURG

) Per: _____
) Name: Aldo DiCarlo
) Title: Mayor
) Authorized signing officer

Per: _____
) Name: Paula Parker
) Title: Clerk
) Authorized signing officer

) RAPID DRAINAGE

) Per: _____
) Name: Ted Skarbek/Dan Coté
) Title: Owner
) Authorized signing officer



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PLANNING, DEVELOPMENT & LEGISLATIVE SERVICES

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

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

To: Mayor and Members of Town Council

Subject: Development Agreement with 1710791 Ontario Ltd. for 35 Renaud Street – Home Hardware

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Manager of Planning Services dated January 24, 2019, regarding the Development Agreement for 35 Renaud Street BE RECEIVED;
2. The Development Agreement, with associated schedules, between the Corporation of the Town of Amherstburg and 1710791 Ontario Ltd. for 35 Renaud Street (Home Hardware) BE APPROVED; and,
3. By-law 2019-014 being a By-law to repeal 2421 and authorize the signing of a Development Agreement, which shall be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign the same.

2. BACKGROUND:

The Town is in receipt of an application for site plan control in accordance with Section 41 of the Planning Act, from Brad Waters representing Home Hardware, on behalf of 1710791 Ontario Ltd. The property is legally described as Part of Lot 5, Plan 590, and Part 1 and the Unnamed Right-Of-Way on Registered Plan 12R-24217 municipally known as 35 Renaud Street. The applicant is proposing the construction of a lumber storage building on an already existing gravel portion of the property. The other buildings shown on the site plan already exist on the property.

3. DISCUSSION:

The property is zoned Special Industrial (SI) Zone in the Zoning By-law 1999-52, as amended, and designated Special Industrial in the Town's Official Plan. The subject lands located at 35 Renaud Street have a total area of 1.02 acres. The Special Industrial designation restricts uses in this area to industrial uses which have limited or restricted open storage and may include workshops, warehousing, services shops, processing, manufacturing and assembling operations, offices, medical/dental clinics, laboratories and research facilities, communication facilities and printing and publishing plants. Accessory commercial uses that primarily serve the Light Industrial areas are also permitted. In addition, commercial land uses that possess a warehouse aspect such as office supplies, home furnishings and appliances, veterinarian offices, funeral homes, assembly halls, etc., are permitted. The location of the proposed lumber storage building is in keeping with the Zoning By-law regulations. The construction technique of this building will be in accordance with all requirements of the Ontario Building Code.

The following are highlights of the Development Agreement:

- (i) Sections 1 to 9 set out the Schedules, construction standards and required approvals from the various Ministries and Agencies.
- (ii) Sections 10 to 14 address standard provisions relative to repairs to damaged curbs, snow removal, garbage and refuse, lighting and noise.
- (iii) Sections 15 to 29 address driveways for emergency vehicles, legal obligations for completion of the work and inspections.
- (iv) Sections 30 to 40 address financial securities and agreement on title, interpretation and application of the agreement.

The proposed lumber storage building can be considered 'warehousing' that is accessory to the building supply outlet (Home Hardware) that currently exists on the site. The site is currently under the provisions of a Development Agreement passed by Council July 14, 1997 (By-law 2421). By-law 2019-014 will repeal and replace the existing Development Agreement. By repealing and replacing the existing Development Agreement, Administration is updating the provisions in the Development Agreement and bringing the site plan into compliance with what currently exists on the property.

4. RISK ANALYSIS:

The recommendation presents little to no risk to the municipality. The proposed site plan provides for the storage of lumber associated with the main commercial use of the lands as a hardware store which is supported by the policies in the Town's Official Plan. The Site Plan Control Process, as regulated by Section 41 of the Planning Act serves to protect the municipality's interest as the agreement will be registered on the title of the property. Section 41 of the Planning Act is applicable law to the Ontario Building Code.

5. FINANCIAL MATTERS:

The costs associated with the application and planning processes are the responsibility of the developer. Support of industrial land uses promotes stability in industrial assessment base.

6. CONSULTATIONS:

The Essex Region Conservation Authority (ERCA) has provided the following comments:

We have reviewed our floodline mapping for this area and it has been determined this site is not located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the Conservation Authorities Act). As a result, a permit is not required from ERCA for issues related to Section 28 of the Conservation Authorities Act, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the Conservations Authorities Act, (Ontario Regulation No. 158/06).

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

We further recommend that the stormwater management analysis be completed to the satisfaction of the Municipality. We do not require further consultation on this file with respect to stormwater management.

The subject property is adjacent to (within 120 metres of), a natural heritage feature that is identified as a significant woodland, significant wildlife habitat under the Provincial Policy Statement (PPS, 2014). Section 2.1.8 of the PPS 2014 states – “Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5 and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.” The required demonstration of no negative impact, in accordance with the relevant PPS policies outlined above, is most effectively accomplished through the completion of an Environmental Impact Assessment (EIA).

However, based on our review of the subject application, it is our recommendation to the Municipality that an Environmental Impact Assessment is not required because the proposed works will be located approximately 50 meters away from the extent of the natural heritage feature, within an area already existing as a parking area. It is our opinion that no negative impacts will result on the adjacent natural heritage feature as a result of the proposed new structure. As there will be no change in land use associated with this development, it is our opinion that a demonstration of no negative impact is not necessary in this case. We can advise the Municipality that this application is consistent with the natural heritage policies of the PPS 2014.

We have no objections to this application for Site Plan Control.

The Engineering and Public Works Department has been consulted throughout the application process and is satisfied with the provisions of the development agreement.

The Fire Department had no objection provided all requirements of the Ontario Building and Fire Codes are satisfied. The Fire Department requested that the parking lot be designed for fire department access, that no smoking signs be posted throughout the area and that a flow test of the hydrant located at the end of Renaud Street be confirmed.

7. CONCLUSION:

It is recommended that the Development Agreement for 35 Renaud Street be approved by Council and By-law 2019-014 be adopted by Council as recommended. The agreement will then be sent for registration.



Rebecca Belanger
Manager of Planning Services

SS

Report Approval Details

Document Title:	Development Agreement for 35 Renaud Street - Home Hardware.docx
Attachments:	- Report to Council -Development Agreement-35 Renaud St-ATTACHMENTS.pdf
Final Approval Date:	Feb 4, 2019

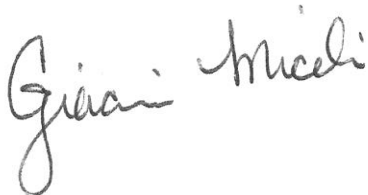
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Jan 31, 2019 - 10:22 AM



Cheryl Horrobin - Feb 4, 2019 - 9:01 AM



John Miceli - Feb 4, 2019 - 9:38 AM



Paula Parker - Feb 4, 2019 - 9:55 AM

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2019-014**

**By-law to authorize the execution of a Development Agreement
between 1710791 Ontario Ltd. and
the Corporation of the Town of Amherstburg
35 Renaud Street, Amherstburg**

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 Corporation of the Town of Amherstburg and the Owner have agreed to the site plan and elevations in the Development Agreement;

AND WHEREAS the Corporation of the Town of Amherstburg and owners of said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;

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

1. THAT the Mayor and Clerk be hereby authorized to enter into a Development Agreement between 1710791 Ontario Ltd. and the Corporation of the Town of Amherstburg for the addition of a lumber storage building to the existing Home Hardware property, said agreement affixed hereto;
2. That By-law 2421, passed July 14, 1997 be repealed and replaced by this By-law.
3. THAT this By-law shall come into force and take effect immediately upon the final passing thereof at which time all by-laws that are inconsistent with the provisions of this by-law and the same are hereby amended insofar as it is necessary to give effect to the provisions of this by-law.

Read a first, second and third time and finally passed this 11th day of February, 2019.

MAYOR – ALDO DICARLO

CLERK – PAULA PARKER

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 11th day of February, 2019.

BETWEEN: **1710791 ONTARIO LTD.**
A corporation incorporated pursuant to and subsisting under the laws of the Province of Ontario

(Hereinafter collectively called "**Owner**")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the "**Corporation**")

OF THE SECOND PART;

Hereinafter collectively referred to as the "**Parties**"

WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "**Development Lands**";

AND WHEREAS 1710791 Ontario Ltd. warrants they are the registered owner of the Lands outlined in Schedule "A";

AND WHEREAS, in this Agreement the "**Owner**" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan, including the Lands, as a Site Plan Control area;

AND WHEREAS the Owner intends to develop Part of Lot 5, Plan 590, and Part 1 and the Unnamed Right-Of-Way on Registered Plan 12R-24217, of the said lands for a lumber storage building accessory to the existing Home Hardware building in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Corporation as a condition of development or redevelopment of the said lands requires the Owner to enter into a Development Agreement, as per By-Law 2018-51 with respect to any or all of the items contained within Section 41 of the Planning Act, R.S.O., 1990, as amended (the "Act");

AND WHEREAS the Corporation under Section 41(13)(b) has delegated the Manager of Planning Services of the Municipality, Council's powers or authority under Section 41 of the Planning Act as per By-law 2018-51, except the authority to define any class or classes of development as mentioned in clause (a);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, along with the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the Parties hereto to each of the other parties hereto, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby covenants and agrees with the Corporation as follows:

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

- Schedule "A"- Legal description of the Development Lands
- Schedule "B"- Site Plan (Plan RO_PLAN) including without limiting the generality thereof:
- (a) The location of the proposed lumber storage building to be constructed as well as all existing buildings;
 - (b) The location and provision of parking facilities and access driveways, including driveways for emergency vehicles;
 - (c) Walkways and all other means of pedestrian access;
- Schedule "C"- Exterior Elevations

2. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power regarding any matters that relate to services for the Development Lands to be provided by Essex Power. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to the hydro system resulting from this development.
3. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One, Union Gas and Bell Canada regarding any matters that relate to services provided by Hydro One, Union Gas and Bell Canada. Should the proposed development impact Union Gas services, it may be necessary to terminate Union Gas service and relocate the line according to the new development requirements. Any service relocation required would be at the cost of the property owner. If any proposed upgrades to the existing utilities within the municipal right-of-way are required, the Owner must provide copies of the plans on any utility work to the Corporation.
4. The Owner shall be responsible for consulting with and obtaining any necessary approval or permits from the Ministry of the Environment, Conservation and Parks, the County of Essex and/or the Essex Region Conservation Authority (E.R.C.A.).
5. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of Culture, Tourism and Sport.
6. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedules "C" hereto.
7. All parking or loading areas and lanes and driveways shall be paved with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone or gravel, having a combined depth of at least 15.2 cm and with provisions for drainage facilities.
8. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
9. All walkways on the said lands, where so designated on Schedule "B", shall be constructed of concrete, asphalt or other material capable of permitting accessibility under all climatic conditions by the Owner to the satisfaction of the Corporation. To ensure that this development is accessible to persons with disabilities, the Owner acknowledges that all sidewalks, walkways and islands within this development shall be constructed in such a manner as to safely accommodate persons with special mobility needs.

10. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.
11. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
12. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
13. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual, and, so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
14. The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored to the satisfaction of the Town. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Town shall correct deficiencies in the state of repair within ten (10) days thereof.
15. All driveways for emergency vehicles shall:
 - 1) Be connected with a public thoroughfare;
 - 2) Be designed and constructed to support expected loads imposed by firefighting equipment;
 - 3) Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
 - 4) Have a clear width of 3 metres at all times;
 - 5) Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
 - 6) Have an overhead clearance not less than 4.5 metres;
 - 7) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 - 8) Have approved signs displayed to indicate the emergency route.
16. The Owner agrees to post 'No Smoking' signs throughout the property in proximity to all public entrances and exits of existing and proposed buildings.
17. The Owner agrees to perform a flow test of the fire hydrant located on the end of Renaud Street to the satisfaction of the Fire Department.
18. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new building or re-development provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.

19. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief and Director of Engineering and Public Works may from time to time and at any time enter on the Lands to inspect:
 - 1) The progress of development;
 - 2) The state of maintenance as provided for in this Agreement.
20. In the event of any servant, officer or agent of the Corporation determining upon inspection that the development is not proceeding in strict accord with the plans and specifications filed with the Corporation, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the Lands, and shall forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
21. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.
22. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the progress of the development or as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall be permitted to express its position as to whether such progress or maintenance is satisfactory, following which Council of the Corporation shall make a decision, by resolution, as to whether to lift or sustain the prior decision of the Corporation's servant, officer or agent, which shall constitute a final determination of the matter.
23. In the event that an Owner should fail to obey a stop work order issued under Section 20 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
24. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Sections 20 or 21 or after notice of an opinion, which Council of the Corporation determines is correct under Section 22, the Council of the Corporation may by law direct or default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
25. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 1 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Local Planning Appeal Tribunal, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
26. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.

27. In the event that no construction on the Lands has commenced on or before the expiry of one (1) year from the date of registration of this Agreement, the Corporation may subsequently, at its option, on one month's written notice to the Owner, terminate this Agreement, whereupon the Owner acknowledges that agrees that it will not be able to undertake any development construction on the Lands (or any further development or construction) on the Lands.
28. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 446 of the Municipal Act shall apply.
29. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for FIFTY PERCENT (50%) of the value of on-site improvements of this development, exclusive of buildings and structures, is required to be paid and/or posted with the Corporation, in addition to further financial security in the amount of ONE HUNDRED PERCENT (100%) for all off-site works required as part of this development.

The Owner's engineer is required to provide a certified estimate of the cost of the on-site and off-site work for consideration by the Town's Director of Engineering and Infrastructure for his/her approval, with any decision by the Town's Director of Engineering and Infrastructure in this regard to be final and binding upon the Owner. Once the Town has inspected and approved the construction of the on-site and off-site works, the Owner will be required to provide security for a ONE (1) year maintenance period in the amount of FIFTEEN PERCENT (15%) of the cost of on-site and off-site improvements.

30. The Owner shall pay to the Corporation a development charge for each building to be constructed in this development. The development charge herein shall be payable in cash or by certified cheque at the time the building permit is secured for the building. The amount of the development charge shall be increased from time to time in accordance with the provisions of the Corporations *Development Charges By-Law* as amended in effect at the time of the issuance of a building permit.
31. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of the Registry Act and the Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the lands.
32. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
33. This Agreement shall be governed by, and interpreted according to, the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario Contract.
34. If any provision or part thereof of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement, and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said provision or part thereof had never been including in this Agreement.
35. The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not effect the construction or interpretation hereof.

36. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and shall be effective as of the date set out above.
37. Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders.
38. Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement, and are hereby incorporated into this Agreement by reference.
39. This Agreement constitutes the entire agreement among the Parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective Parties. There are no oral representations or warranties among the Parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.

DRAFT

IN WITNESS WHEREOF the Owner and the Corporation (the latter under the hands and seals of its officers duly authorized in this regard), have executed this Agreement as of the date first above written.

OWNER: 1710791 ONTARIO LTD.

Per _____
Bradley Waters

I have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per _____
Aldo DiCarlo, Mayor

Per _____
Paula Parker, Clerk

We have authority to bind the Corporation

Authorized and approved by By-law No. 2019-014
enacted the 11th day of February, 2019

SCHEDULE "A"
LEGAL DESCRIPTION

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

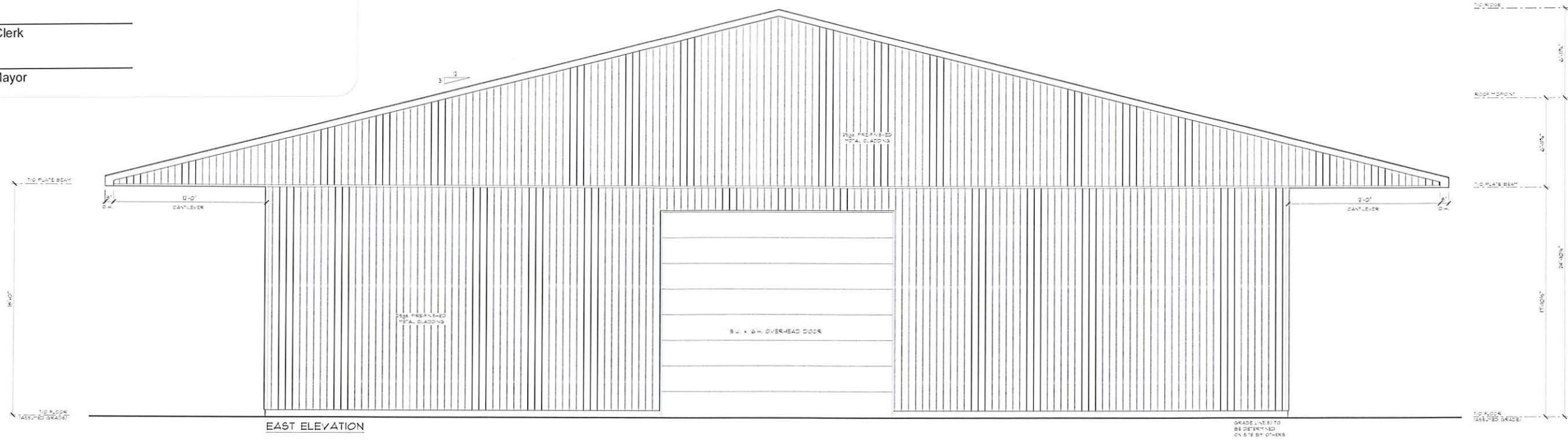
Part of Lot 5, Plan 590
And Part 1, and Part of Unnamed Right-of-Way on Registered Plan 12R24217
Town of Amherstburg, County of Essex and Province of Ontario

PIN 01544-2345 (LT)
PIN 01544-1538 (LT)

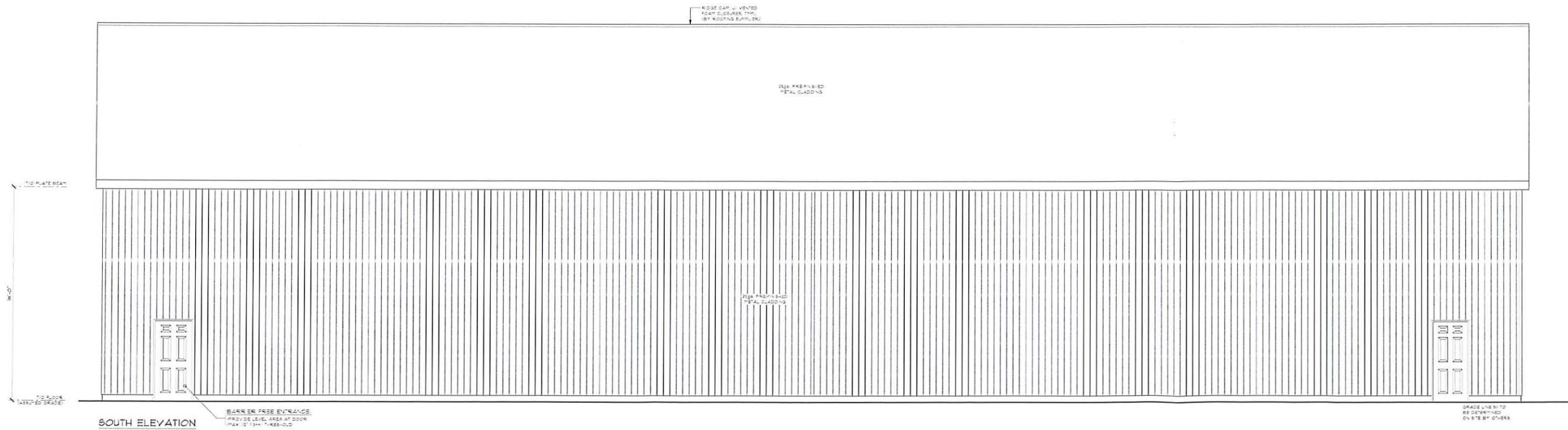
DRAFT

Bradley Waters
 TOWN OF AMHERSTBURG
 Paula Parker, Clerk
 Aldo DiCarlo, Mayor

WIGLE HHBC LUMBER STORAGE BUILDING
 9,600 SQ.FT.



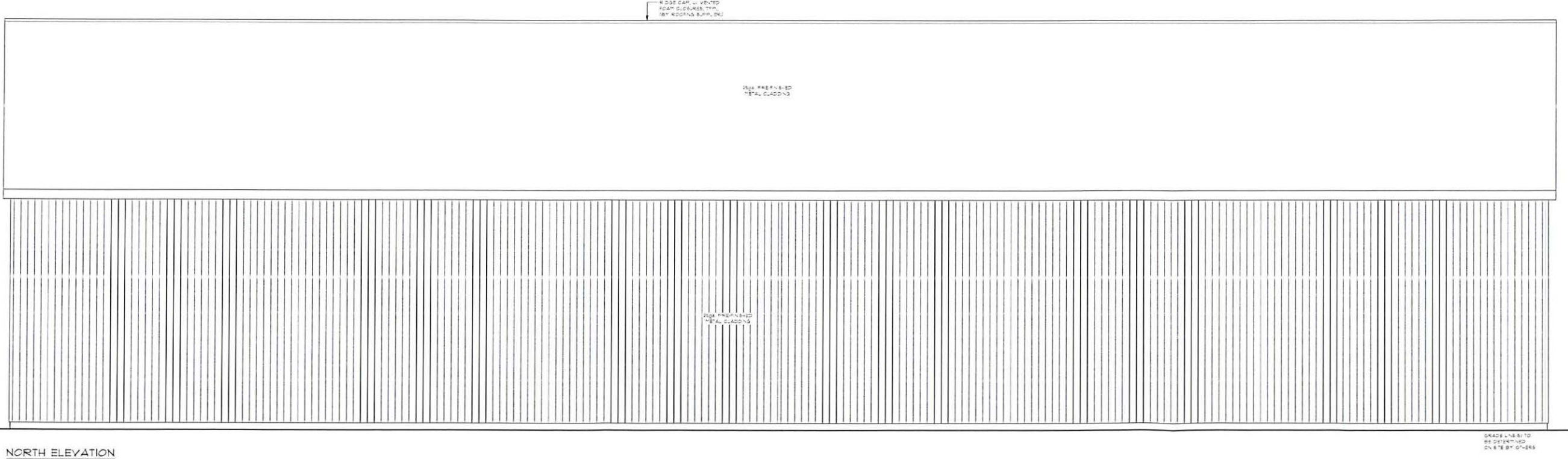
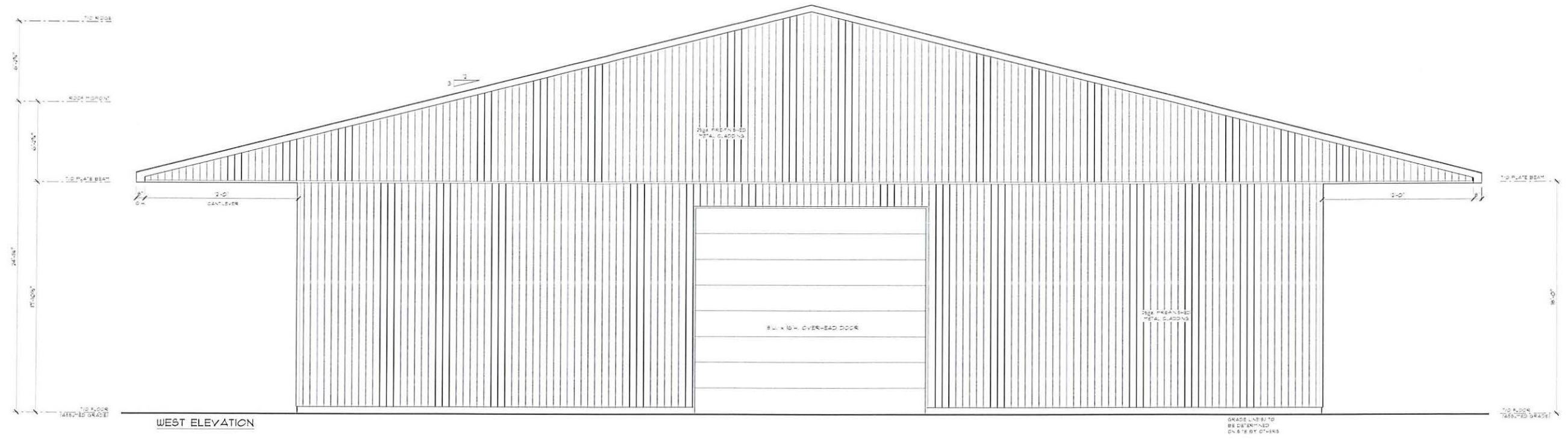
EAST ELEVATION



SOUTH ELEVATION

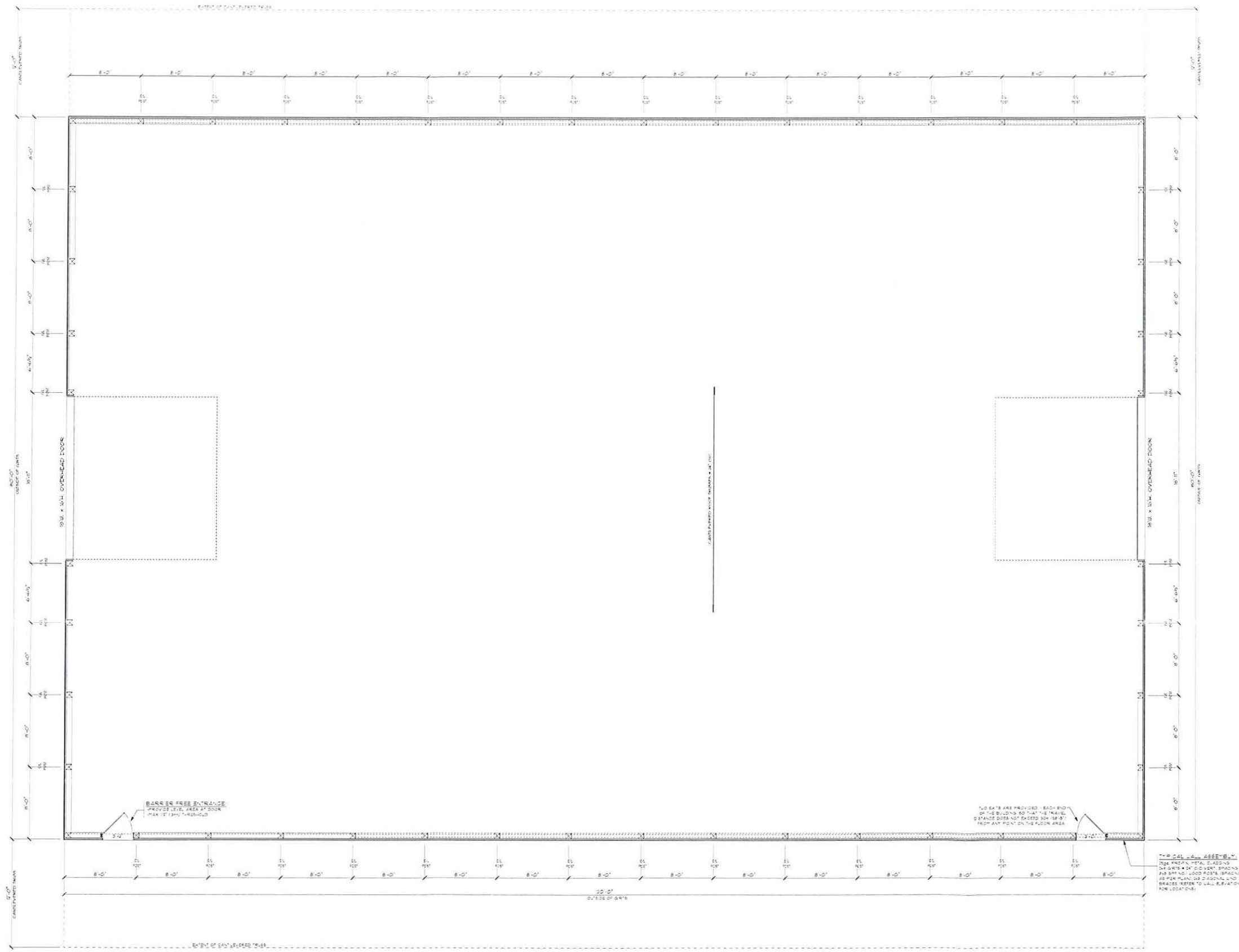
REVISIONS:	DATE:	DETAIL REFERENCE: A DETAIL NUMBER B SHEET NUMBER WHERE DETAIL REQUIRED C SHEET NUMBER WHERE DETAIL IS NOT REQUIRED	PROJECT: WIGLE HHBC LUMBER STORAGE BUILDING 35 RENALD STREET, AMHERSTBURG, ONTARIO	PROJECT NUMBER: C18-004-1245-5
		ISSUE SELECTION PREFERENCE: A DETAIL NUMBER B SHEET NUMBER WHERE DETAIL REQUIRED	DRAWING: EAST & SOUTH ELEVATIONS	SHEET NUMBER: 1 3
			SCALE: 1/4" = 1'-0"	
			STORE: WIGLE HHBC	
			DATE: NOVEMBER, 2018	
			CHECKED BY: ARCHITECTURAL SOLUTIONS	





REVISIONS:	DATE:	DETAIL REFERENCE: A - DETAIL NUMBER B - SHEET NUMBER WHERE DETAIL REQUIRED C - SHEET NUMBER WHERE DETAIL IS TO BE LOCATED	PROJECT: WIGLE HHBC LUMBER STORAGE BUILDING 36 RENALD STREET, AV-LERSTBURG, ONTARIO	PROJECT NUMBER: C18-004-1245-5
		EDGE SECTION REFERENCE: A - DETAIL NUMBER B - SHEET NUMBER WHERE DETAIL REQUIRED	DRAWING: WEST & NORTH ELEVATIONS	SHEET NUMBER: 2 3
			SCALE: 1/4"=1'-0"	
			STORE: WIGLE HHBC	
			DATE: NOVEMBER, 2018	
			DRAWN BY: K.P.	
			CHECKED BY: ARCHITECTURAL SOLUTIONS	





FLOOR PLAN
8600 SQ. FT.



REVISIONS:	DATE:	DETAIL REFERENCE: A - DETAIL NUMBER B - REF. NUMBER - WHEN DETAIL REQUIRED C - SECTION NUMBER - WHEN DISPLAYED	PROJECT: WIGLE HHBC LUMBER STORAGE BUILDING 25 PENALD STREET, AV-LANSBURG, ONTARIO	SCALE: 3/16" = 1'-0"	DRAWN BY: HP	PROJECT NUMBER: C18-004-1245-5
		WIGLE SOLUTIONS/PROJECTS: A - DETAIL NUMBER B - REF. NUMBER - WHEN DETAIL REQUIRED	DRAWING: FLOOR PLAN	DATE: NOVEMBER, 2018	CHECKED BY: ARCHITECTURAL SOLUTIONS	SHEET NUMBER: 3 3





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Legend



Special Industrial



Open Space



planning@erca.org

P.519.776.5209

F.519.776.8688

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

January 25, 2019

Ms. Rebecca Belanger, Manager of Planning Services
Town of Amherstburg, 3295 Meloche Road
Amherstburg, Ontario, N9V 2Y8

Dear Ms. Belanger:

RE: Application for Site Plan Control SPC, 35 RENAUD ST
ARN 372935000001630; PIN: 015442345
Applicant: 17170791 Ontario Ltd

The following is provided as a result of our review of Application for Site Plan Control SPC. The applicants are proposing to construct a new 120' x 80' lumber storage building, with the associated customer loading areas.

DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS, 2014) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards encompassed by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by Section 28 of the Conservation Authorities Act.

We have reviewed our floodline mapping for this area and it has been determined this site is **not** located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the *Conservation Authorities Act*). As a result, a permit is not required from ERCA for issues related to Section 28 of the *Conservation Authorities Act*, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the *Conservations Authorities Act*, (Ontario Regulation No. 158/06).

WATERSHED BASED RESOURCE MANAGEMENT AGENCY

The following comments are provided in an advisory capacity as a public commenting body on matters related to watershed management.

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

Ms. Belanger
January 25, 2019

We further recommend that the stormwater management analysis be completed to the satisfaction of the Municipality.

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

NATURAL HERITAGE POLICIES OF THE PPS, 2014

The subject property is adjacent to (within 120 metres of), a natural heritage feature that is identified as a significant woodland, significant wildlife habitat under the Provincial Policy Statement (PPS, 2014).

Section 2.1.8 of the PPS 2014 states – “Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5 and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.” The required demonstration of no negative impact, in accordance with the relevant PPS policies outlined above, is most effectively accomplished through the completion of an Environmental Impact Assessment (EIA).

However, based on our review of the subject application, it is our recommendation to the Municipality that an Environmental Impact Assessment is not required because the proposed works will be located approximately 50 meters away from the extent of the natural heritage feature, within an area already existing as a parking area. It is our opinion that no negative impacts will result on the adjacent natural heritage feature as a result of the proposed new structure. As there will be no change in land use associated with this development, it is our opinion that a demonstration of no negative impact is not necessary in this case. We can advise the Municipality that this application is consistent with the natural heritage policies of the PPS 2014.

FINAL RECOMMENDATION

We have no objections to this application for Site Plan Control.

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

Sincerely,



Corinne Chiasson
Resource Planner
/cor



From: [Ron Meloche](#)
To: [Katrina DiGiovanni](#)
Cc: [Paul Acton](#)
Subject: RE: Site Plan Control Application-35 Renaud St (Home Hardware)
Date: Tuesday, January 22, 2019 3:54:17 PM

Good afternoon Katrina, Fire would request that with the expansion, the parking lot be designed for fire department access, no smoking signs posted, throughout the area, and a flow test of the hydrant located at the end of Renaud Street be confirmed. Deputy Chief Acton is out of town and may also comment in the near future.

Ron Meloche

Assistant Deputy Chief / Fire Prevention & Inspection Officer

271 Sandwich St. South, Amherstburg, ON, N9V 2A5
Tel: 519-736-6500 Fax: 519-736-3683 TTY: 519-736-9860



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From: Katrina DiGiovanni
Sent: January-17-19 3:09 PM
To: Giovanni (John) Miceli; Mark Galvin; Paula Parker; Ron Meloche; Angelo Avolio; Antonietta Giofu; Todd Hewitt; Mike Nelson; Mark Alzner (malzner@essexpowerlines.ca); ERCA Notices & Applications (planning@erca.org); Rebecca Belanger; Sarah Sinasac
Subject: Site Plan Control Application-35 Renaud St (Home Hardware)

Good Afternoon,

Please find attached a memo regarding an amendment to a site plan control agreement for Amherstburg Home Hardware, as well as relevant site plans and mapping.

Regards,

Katrina DiGiovanni

Planning Clerk

Town of Amherstburg
3295 Meloche Rd., Amherstburg, ON, N9V 2Y8
Tel: 519-736-5408 x2134 Fax: 519-736-9859 TTY: 519-736-9860

From: [Todd Hewitt](#)
To: [Katrina DiGiovanni](#)
Subject: RE: Site Plan Control Application-35 Renaud St (Home Hardware)
Date: Monday, January 21, 2019 9:07:22 AM

Katrina,

No comments from Public Works on this.

Todd

Todd Hewitt

Manager of Engineering and Operations

Town of Amherstburg

512 Sandwich St South, Amherstburg, ON, N9V 3R2

Tel: 519-736-3664 ext 2313 Fax: 519-736-7080 TTY: 519-736-9860



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Town of Amherstburg

3295 Meloche Rd., Amherstburg, ON, N9V 2Y8

Tel: 519-736-5408 x2134 Fax: 519-736-9859 TTY: 519-736-9860



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: Paula Parker	Report Date: January 31, 2019
Author's Phone: 519 736 0012 ext. 2238	Date to Council: February 11, 2019
Author's E-mail: pparker@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: 2018-2022 Committee Appointments – Second Call for Applicants

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Municipal Clerk dated January 31, 2019 regarding 2018-2022 Committee/Board Appointments – Second Call for Applicants **BE RECEIVED**;
2. The following 3 lay members **BE APPOINTED** to the Co-An Park Committee:
3. The following 3 lay members **BE APPOINTED** to the Fence Viewers Committee:
4. The following 2 lay members **BE APPOINTED** to the Livestock Evaluator Committee:
5. The following 5 lay members **BE APPOINTED** to the Property Standards Committee:
6. The following 5 lay members and 1 stakeholder member **BE APPOINTED** to the Seniors Advisory Committee:

2. **BACKGROUND:**

As per Council's direction, an ad for interested parties to serve as part of Council's 2018-2022 Committee Structure was placed in the River Town Times for the following Committee/Boards:

- Accessibility Advisory Committee

- Audit Advisory Committee
- Committee of Adjustment
- Co-An Park Committee
- Drainage Board
- Economic Development Advisory Committee
- Fence Viewers
- Heritage Committee
- Livestock Evaluator
- Parks and Recreation Advisory Committee
- Property Standards
- Seniors Advisory Committee
- Mayor's Youth Advisory Committee

Unfortunately, the call for applicants was not successful for all committees. The following were re-advertised after a lack of interested applicants and/or lack of qualified applicants (either specific expertise or legislated requirements were not met) resulted under the first posting. The following committees were re-advertised and a new deadline date for submission was February 1, 2019:

- Accessibility Advisory Committee
- Audit Advisory Committee
- Co-An Park Committee
- Fence Viewers
- Livestock Evaluator
- Mayor's Youth Advisory Committee
- Property Standards
- Seniors Advisory Committee

Committee advertisements appeared in the River Town Times and on the Town's social media sites.

The second call for applicants was also unsuccessful for 2 committees. The Accessibility Advisory Committee and the Mayor's Youth Advisory Committee failed to attract the required number of candidates under the Terms of Reference. The municipality is required by legislation to have an Accessibility Advisory Committee; therefore Administration will endeavour to advertise again. Administration also reached out to area schools to seek interest from students however the Mayor's Youth Advisory Committee has not attracted the interest Council desired.

3. **DISCUSSION:**

Before Council for consideration at this time are the remaining Committee/Board appointments. The roles and responsibilities of each, as well as their composition, are identified as follows:

- **Co-An Park Advisory Committee** was established pre-amalgamation by the former Township of Colchester North (now Town of Essex) and the former Township of Anderdon (now Town of Amherstburg). The Committee oversees the operation, maintenance and management of the park and its personnel.

Co-An Park is comprised of one (1) Council member and three (3) appointed members from the public for each municipality.

- **Fence Viewers** shall be appointed by By-law to carry out the provisions of the Line Fences Act.

The Fence Viewer Committee is comprised of 3 lay members from the community.

- **Livestock Evaluators** are appointed as valuers of livestock and poultry for the purposes of the Protection of Livestock and Poultry from Dogs Act. Where a dog/wildlife kills or injures livestock or poultry, the local municipality in which the killing or injury occurred is liable to the owner of the livestock or poultry for the amount of damages that is determined by a valuer. The amount shall be paid to the owner within 30 days of the determination.

The Livestock Evaluator Committee is comprised of 3 lay members from the community.

The Act states:

Appointment of valuers

4 (1) The council of every local municipality shall appoint one or more persons as valuers of livestock and poultry for the purposes of this Act.

Administration recommends amending the Terms of Reference for this committee to state “The Livestock Evaluator Committee is comprised of one or more persons as required by the Act.” As per the P&C Memo provided for Council’s consideration, Administration also recommends the appointment of only 2 lay members for this term of Council.

- **Property Standards Committee** is legislated by the Ontario Building Code. The Property Standards Committee considers appeals from orders issued by the Property Standards Officer.

The Property Standards By-law provides for a Property Standards Committee comprised of 5 appointed lay members.

- **Seniors Advisory Committee** would establish lines of communication for seniors, provide an opportunity for seniors to bring forth concerns and to make constructive suggestions and be involved in the solution, determine issues affecting seniors as a whole, provide a service and a voice for seniors, and provide a focus for ideas to make Amherstburg a welcome barrier-free place for seniors to live.

The Seniors Advisory Committee is comprised of 5 lay members from the community and 1 stakeholder member.

As per the Boards and Committees Appointment Policy, the Clerk is responsible to review the applications, create a list of recommended applicants for Council consideration and provide a copy of all applications to Council. In order to maintain the privacy requirements of the Boards and Committees Appointment Policy and MFIPPA, applications and recommendations are provided to Council in a Private and Confidential Memo.

4. RISK ANALYSIS:

These committees will provide recommendations to Council, with the assistance of subject matter experts from within the organization, which will assist the Town in moving forward important matters of Town business while also meeting legislative requirements.

These committees also require oversight from the Clerk's Office to ensure that they comply with appropriate legislation and follow all procedural rules relevant to the municipality.

5. FINANCIAL MATTERS:

In 2018, funding for 6 committees was included in the operating budget for a total about \$29,000, including per diems, meeting expenses, training/conferences, etc.. Council has recently approved the addition of 4 committees that will affect the 2019 Council and Committees Budget Centre. The recommended 2019 Budget for committee expenses under the Council & Committees budget centre is \$37,950, an increase of about \$9,000.

6. CONSULTATIONS:

None.

This space left blank intentionally.

7. **CONCLUSION:**

At the direction of Council, an advertisement ran for 2 weeks in the local paper and applications were submitted to the Clerk. The Clerk determined that an additional ad was required to further appeal to interested residents to fill the appropriate qualification and application requirements for committees that did not receive enough interest. The new deadline date for submissions was February 1, 2019. The second advertisement garnered sufficient applicants for 6 of the 8 remaining committees for Council's consideration.

A further advertisement will be posted for the remaining 2 committees for which sufficient applicants from the community have not been received under the first two postings.



Paula Parker
Municipal Clerk

Report Approval Details

Document Title:	2018-2022 Committee Appointments - Second Call for Applicants.docx
Attachments:	N/A
Final Approval Date:	Feb 5, 2019

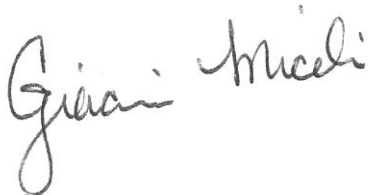
This report and all of its attachments were approved and signed as outlined below:



Mark Galvin - Feb 4, 2019 - 1:24 PM



Cheryl Horrobin - Feb 5, 2019 - 8:53 AM



John Miceli - Feb 5, 2019 - 9:15 AM



Paula Parker - Feb 5, 2019 - 9:32 AM



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: Paula Parker	Report Date: February 1, 2019
Author's Phone: 519 736 0012 ext. 2238	Date to Council: February 11, 2019
Author's E-mail: pparker@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Audit Advisory Committee – Terms of Reference and Appointments

1. **RECOMMENDATION:**

It is recommended that:

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

2. **BACKGROUND:**

On December 10, 2018, Administration brought a report to Council seeking direction to advertise for lay member appointees for its current committee structure. Council sought an amendment to Administration's recommendation and passed a motion to include advertisement for members of two new/additional committees including an Economic Development Advisory Committee (EDAC) and an Audit Advisory Committee (AuAC).

The proposed Terms of Reference for the EDAC and AuAC were brought forward for Council's consideration at its January 28, 2019 meeting; however Council referred the AuAC Terms of Reference and member appointments to its February 11, 2019 meeting.

3. DISCUSSION:

In developing Terms of Reference (ToR) for the AuAC, Administration researched ToR for other municipalities in Ontario. From that review it appears municipalities that have such committees tend to be larger in size and or in the Greater Toronto Area. The composition of audit committees in those municipalities appears to be solely members of Council, except for one where the committee has four members of Council and one citizen appointee (which requires a CPA, CA designation).

Administration maintains its recommendation that the majority of, if not all, members appointed to the AuAC be members of Council, as it is Council that is elected to and has the responsibility to provide oversight and stewardship for the Town under the Municipal Act.

If Council wishes to appoint more than one lay member to the AuAC, Administration recommends that a higher ratio of Council to lay members be maintained.

In order to maintain the confidentiality of the applicants, recommendations for appointed members and all applications received will follow in a personal and confidential memo for Council's consideration.

4. RISK ANALYSIS:

N/A.

5. FINANCIAL MATTERS:

The establishment of the AuAC has been considered in the Council & Committees Budget Centre as part of the 2019 Operating Budget and increases the budget centre by an additional \$500.

6. CONSULTATIONS:

The Director of Corporate Services prepared the Terms of Reference for this committee and concurs with the recommendations in this report.

This space left blank intentionally

7. **CONCLUSION:**

The purpose of the AuAC is to consider matters related to the Town of Amherstburg annual audit and to report its findings, opinions and recommendations to Council through the Director of Corporate Services, or designate.



Paula Parker
Municipal Clerk

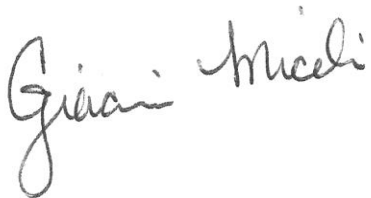
Report Approval Details

Document Title:	Audit Advisory Committee - Terms of Reference and Appointments.docx
Attachments:	- Terms of Reference - Audit Advisory Committee 2019.pdf
Final Approval Date:	Feb 4, 2019

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



Cheryl Horrobin - Feb 4, 2019 - 10:08 AM




John Miceli - Feb 4, 2019 - 11:32 AM



Paula Parker - Feb 4, 2019 - 1:10 PM

TERMS OF REFERENCE

	Committee:	Audit Advisory Committee (AuAC)
	Department:	Office of the CAO
	Division:	Clerk's
	Prepared By:	Director of Corporate Services
	Pages:	4
	Replaces:	N/A

1. PURPOSE

- 1.1. The role of the Audit Advisory Committee (AuAC) is to advise Council on matters related to the annual audit of the Town of Amherstburg.

2. SCOPE

- 2.1. This policy applies to all individuals who have been selected to sit on the Audit Advisory Committee including representatives from Council, Administration and the public.

3. TERM

- 3.1. This Terms of Reference is effective from January 28, 2019 and continues until terminated by Council.
- 3.2. AuAC member appointments are concurrent with the term of Council, ending November 15, 2022.

4. MANDATE

- 4.1. The purpose of the AuAC is to consider matters related to the Town of Amherstburg annual audit and to report its findings, opinions and recommendations to Council through the Director of Corporate Services, or designate.
- 4.2. The following are the specific purposes and functions of the AuAC:
 - 4.2.1. Serve as the liaison between Council and the Town's external auditors;
 - 4.2.2. Make recommendations to Council regarding the following:
 - 4.2.2.1. The selection and dismissal of the Town's statutory Auditor(s) in accordance with the requirements of Section 296 of the Municipal Act, 2001;
 - 4.2.2.2. The terms of engagement, fees and scope of the audit services provided;

4.2.2.3. The review and approval of the annual Audited Financial Statements;
and

4.2.2.4. The review and receipt of audit reports.

4.2.3. To consider any additional matters referred to the Committee by Council.

5. AUTHORITY

5.1. The AuAC is an advisory committee to Council and does not have any delegated authority.

5.2. The AuAC has no authority to direct staff. Any recommendations from the AuAC requiring implementation, reporting or other actions to be taken by staff must be referred to Council.

6. COMPOSITION

6.1. The AuAC will consist of the following:

6.1.1. Three (3) members appointed by Council as follows:

6.1.1.1. Two (2) members of Council, where feasible with a background in finance, audit or accounting; and

6.1.1.2. One (1) Citizen member who is:

- a resident and/or ratepayer of the Town, being
- a minimum of 18 years of age,
- not an employee of the Town,

Preference will be given to the following competencies:

- a. Finance professional with demonstrated skills in audit or accounting; preferably with a CPA designation
- b. Audit Committee experience
- c. Minimum of 10- years of experience in a complex organization
- d. Excellent verbal, written, listening, teamwork, and collaboration skills

6.1.2. Administrative support for the AuAC will consist of the following:

6.1.2.1. The Director of Corporate Services or designate, will attend all AuAC meetings as an administrative liaison;

6.1.2.2. The Clerk or designate will attend AuAC meetings and provide administrative support to the AuAC; and

6.1.2.3. Other members of Administration may attend AuAC meetings, as required.

6.2. The Committee shall have the following two positions:

6.2.1. **Chair** - which shall be:

6.2.1.1. elected annually by the AuAC from among its members, and is

6.2.1.2. Responsible for heading the meeting and ensuring that proper decorum and Code of Conduct are followed.

6.2.2. **Secretary** - which shall be:

6.2.2.1. Appointed by the Clerk's Office

6.2.2.2. Responsible for coordination of scheduling and preparing agendas and minutes for the meetings.

7. APPOINTMENT OF MEMBERS

7.1. Applicants shall be required to submit a written expression of interest outlining their experience.

7.2. Council shall select members with the core competencies that are applicable to the mandate of the AuAC as outlined under section 6 of these Terms of Reference.

7.3. Council may receive applications for membership and may appoint members to AuAC at any time throughout its term, when a Council appointed position is vacated.

7.4. All persons selected to the AuAC shall be required to adhere to the applicable By- laws, policies, and procedures of the Corporation of the Town of Amherstburg.

8. MEETINGS

8.1. A Meeting quorum will be 2 members of the AuAC.

8.2. Decisions will be made by majority rule.

8.3. Meeting agendas and minutes will be provided by the Secretary to the AuAC. This includes:

8.3.1. Preparing agendas and supporting documents

8.3.2. Preparing meeting notes and information

8.3.3. Guiding the committee on meeting protocol and provided procedural advice

8.4. Meeting will be held at least quarterly, at the call of the Chair.

8.5. Meetings will be arranged week days, at times convenient to the Committee.

9. AMENDMENT, MODIFICATION OR VARIATIONS

- 9.1. This Terms of Reference may be amended, varied or modified in writing approved by Council.



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Dan Beaulieu	Report Date: January 28, 2019
Author's Phone: 519 736-3664 ext. 2319	Date to Council: February 11, 2019
Author's E-mail: dbeaulieu@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Drinking Water Quality Management System – 2018 Status Update

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Manager of Environmental Services dated January 28, 2019, regarding the Drinking Water Quality Management System – 2018 Status Update **BE RECEIVED for information.**

2. **BACKGROUND:**

The Safe Drinking Water Act, 2002 (SWDA) requires owners of municipal residential drinking water systems to have an accredited operating authority. In order to maintain accreditation, an operating authority must establish and maintain a Quality Management System (QMS). A requirement of the QMS is an annual Management Review where management evaluates the continuing suitability, adequacy and effectiveness of the Quality Management System.

3. **DISCUSSION:**

Management Review Meeting

Element 20 of the Drinking Water Quality Management Standards requires the creation and implementation of a Management Review procedure. It specifies that within a 12 month frequency a management review must take place where top management sees how the QMS has performed, identifies any deficiencies in the system, initiates improvements and reports the results to the owner.

A management review must evaluate the continuing suitability, adequacy and effectiveness of the Quality Management System and includes consideration of:

- a) Incidents of regulatory non-compliance;
- b) Incidents of adverse drinking-water tests;
- c) Deviations from critical control point limits and response actions;
- d) Effectiveness of the risk assessment process;
- e) Internal and third-party audit results;
- f) Results of emergency response testing;
- g) Operational performance;
- h) Raw water supply and drinking water quality trends;
- i) Follow-up on action items from previous management reviews;
- j) Status of management action items identified between reviews;
- k) Changes that could affect the Quality Management System;
- l) Consumer feedback;
- m) Resources needed to maintain the Quality Management System;
- n) Results of the infrastructure review;
- o) Operational Plan currency, content and updates;
- p) Staff suggestions;
- q) Consideration of applicable best management practices.

Attached to this report are the minutes of the 2018 Management Review held on January 24, 2019.

Also attached, for Council's information, is the 2017 Annual Summary of Water Programs/Activities which provides a quick reference of works completed in 2017. The 2018 summary is currently being prepared and will be brought to Council once completed.

4. RISK ANALYSIS:

Annual reporting to Council on the status of the Town's Drinking Water Quality Management System is mandatory in retaining the Town's accreditation.

5. FINANCIAL MATTERS:

There are no financial implications associated with this report.

6. CONSULTATIONS:

N/A

7. **CONCLUSION:**

The 2018 DWQMS status update is provided for council's information.

A handwritten signature in blue ink, appearing to read 'D. Beaulieu', with a horizontal line extending to the right from the end of the signature.

Dan Beaulieu, C.Tech.
Manager of Environmental Services

Report Approval Details

Document Title:	Drinking Water Quality Management System 2018 Status Update.docx
Attachments:	- 2017 Annual Summary of Water Activities.pdf - AWDS Management Review January 24, 2019.pdf
Final Approval Date:	Feb 4, 2019

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



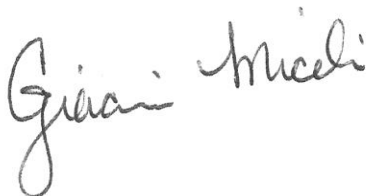
Antonietta Giofu - Jan 31, 2019 - 9:44 AM



Mark Galvin - Jan 31, 2019 - 10:03 AM




Cheryl Horrobin - Feb 4, 2019 - 8:59 AM



John Miceli - Feb 4, 2019 - 9:41 AM



Paula Parker - Feb 4, 2019 - 10:01 AM

	<p style="text-align: center;">QMS Form</p>	Form: AMBF-023 Issued: 5-Feb-14 Rev.#: 1 (Feb. 5/14)
		Amherstburg Public Works Department Reviewed by: Dwayne Grondin

Annual Summary of Water Programs/ Activities

Date: March 22, 2018

Produced By: Gwen Greenaway

<i>Water Program/ Activity</i>	<i>Locations</i>	<i>Quantity/ Units</i>
New Watermain Installations	see attached summary	2
Watermain Replacements	see attached summary	2
Watermain Repairs	see attached summary	10
New Fire Hydrant Installations		8
Fire Hydrant Replacements		4
Fire Hydrant Repairs	see attached summary	8
Fire Hydrants Winterized (Flushed and Pumped Dry)		1070
New Water Valve Installations		10
Water Valve Replacements		3
Water Valves Repaired	see attached summary	9
Water Valves Exercised	see attached summary	0
New Water Services Installed	see attached summary	22
Water Services Replaced	see attached summary	2
Water Services Repaired	see attached summary	13
New Water Meters Installed	see attached summary	112
Water Meters Replaced	see attached summary	68

ANNUAL SUMMARY OF WATER PROGRAMS/ACTIVITIES 2017

Watermain - New Installations

WO#	Date	Address	Comments
18323	5-Jun-17	Kingsbridge Subdivision	

Watermain - Replacements

WO#	Date	Address	Comments
18343	29-Aug-17	Pickering Drive	
18530	29-Aug-17	Meloche Road	

Watermain - Repairs

WO#	Date	Address	Comments
10533	5-Jan-17	Canal and Dot	watermain break
17394	21-Jan-17	Canal and Union	watermain break
17398	14-Feb-17	Across from 116 St. James Street	watermain break
16442	29-May-17	87 Boarkwalk	watermain break
18320	30-May-17	534 Richmond Street	watermain break
18331	9-Jul-17	534 Richmond Street	watermain break
18699	6-Aug-17	400 Sandwich St. South	watermain break
18802	16-Aug-17	Sandwich St. S. & Elm Street	watermain leak
18347	2-Sep-17	Pacific Ave. & Atlantic Ave.	watermain break
18851	14-Sep-17	1 Baltic Avenue	watermain break

Fire Hydrant - New Installations

WO#	Date	Address	Comments
		Kingsbridge Subdivision	8 fire hydrants
		Meadowview Subdivision	4 fire hydrants

Fire Hydrant - Replacements

WO#	Date	Address	Comments
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Fire Hydrant - Repairs

WO#	Date	Address	Comments
16450	14-Nov-17	8420 County Road 10	
16449	14-Nov-17	434 Welsh Avenue	
10538	13-Dec-17	County Road 12	
19108	19-Dec-17	128 Links	
19113	19-Dec-17	212 Mediterranean Avenue	
19112	19-Dec-17	101 Illinois	
19114	19-Dec-17	Victoria St. South - FH #922	
19106	20-Dec-17	14017 Walker Road	

Water Valve - New Installations

WO#	Date	Address	Comments
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Water Valves - Replacements

WO#	Date	Address	Comments
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Water Valves - Repairs

WO#	Date	Address	Comments
18319	28-May-17	Sandwich St. S. & Fort Street	Mainline valve tower repair
18312	6-Jun-17	Golfwood Frive & County Road 10	Rebuild 6" mainline valve, install new valve tower
18640	14-Jul-17	4 Fairway Crescent	Lowered two mainline valve towers
18330	26-Jul-17	219 Clubview Drive	Replaced top section of valve tower
18828	4-Sep-17	King Street & Seymour	Repair valve tower
17547	2-Oct-17	485 Old Colony Trail	Lowered valve towers to grade
18947	11-Oct-17	8380 Concession 8 North	
18860	20-Nov-17	County Road 10 & Howard Avenue	Replaced top extention on valve tower
18857	27-Nov-17	Linwood Drive & Forest Hill Crescent	Replaced top section of valve tower

Water Valves - Exercised			
WO#	Date	Address	Comments
Water Services - New Installations			
WO#	Date	Address	Comments
18013	4-Jan-17	3480 Creek Road	installed 3/4" water service
18014	6-Jan-17	3490 Creek Road	installed 3/4" water service
18015	11-Jan-17	19 Shangri-La	installed 3/4" water service
18202	27-Feb-17	2238 Front Road North	installed 3/4" water service
18209	16-Mar-17	4272 Concession 4 North	installed 4" water service
18222	18-Apr-17	15 Shangri-La	installed meter pit at lot line
18223	24-Apr-17	833 Concession 2 North	installed 3/4" water service
18226	25-Apr-17	19 Shangri-La	installed meter pit at lot line
18667	22-Jun-17	6738 Concession 6 South	installed 3/4" water service
18671	27-Jun-17	5460 Alma Street	installed 3/4" water service
18679	5-Jul-17	2261 County Road 12	installed 1" water service
18681	25-Jul-17	5260 Alma Street	installed 3/4" water service
18689	2-Aug-17	1500 Concession 2 North	installed 3/4" water service
18696	14-Aug-17	7601 Concession 7 South	installed 3/4" water service
18811	28-Aug-17	9518 Malden Road	installed 3/4" water service
18700	29-Aug-17	3289 North Malden Road	installed 3/4" water service
18822	26-Sep-17	6779 County Road 50	installed 3/4" water service
18829	2-Oct-17	4265 Concession 4 South	installed 3/4" water service
18847	25-Oct-17	182 Pickering Drive	installed 6" fire line
19058	8-Nov-17	182 Pickering Drive	complete final tie in for 6" water service
16448	23-Nov-17	14689 Concession 14	installed 1" meter pit
19210	5-Dec-17	334 Ramsay	installed 3/4" water service
Water Services - Replacements			
WO#	Date	Address	Comments
18676	4-Jul-17	170 Claremont Lane	replaced service from main to curb stop
18803	6-Sep-17	4272 Concession 4 North	disconnected 2" service from main
Water Services - Repairs			
WO#	Date	Address	Comments
18241	24-May-17	1456 Front Road South	water service leak
18247	6-Jun-17	46 Martin Crescent	water service leak
18325	9-Jun-17	3465 Concession 3 North	water service leak
18326	14-Jun-17	Walker Road & Concession 12	water service leak
16439	4-Jul-17	287 Lakewood Drive	service leak under driveway
18682	11-Jul-17	134 Pointe West Drive	water service leak
18692	3-Aug-17	8211 County Road 8	water service leak
18515	18-Aug-17	vacant lot across from 47 Texas Road	water service leak
18820	1-Sep-17	238 Texas Road	water service leak
18826	14-Sep-17	124 Claremont Lane	water service leak
18836	27-Sep-17	3400 County Road 20	repair 2" water service
18255	10-Oct-17	6760 County Rpad 50	water service leak
19249	22-Dec-17	124 Woodland Lane	water service leak
Water Meters - New Installations			
WO#	Date	Address	Comments
18145	16-Jan-17	121 Riverront Park Crescent	new construction
18109	18-Jan-17	473 Old Colony Trail	new construction
18107	26-Jan-17	513 Alma Street	new construction
18171	30-Jan-17	9 Venetian	new construction

18173	30-Jan-17	11 Venetian	new construction
18147	31-Jan-17	125 Riverfront Park Crescent	new construction
18108	30-Jan-17	471 Old Colony Trail	new construction
18164	31-Jan-17	425 Brown Crescent	new construction
18150	1-Feb-17	504 Fryer Street	new construction
18125	3-Feb-17	276 Golfview Drive	new construction
18149	6-Feb-17	448 Brown Crescent	new construction
17958	13-Feb-17	132 Claremont Lane	new construction
18191	15-Feb-17	364 Lakewood Drive	new construction
18351	21-Feb-17	5 Venetian	new construction
18200	15-Feb-17	7 Venetian	new construction
18179	21-Feb-17	445 Old Colony Trail	new construction
18393	15-Mar-17	44 Shaw Drive	new construction
18093	15-Mar-17	2364 Front Road North	new construction
18146	20-Mar-17	123 Riverfront Park Crescent	new construction
18054	21-Mar-17	12086 Ducharme Lane	new construction
18055	21-Mar-17	12090 Ducharme Lane	new construction
18056	21-Mar-17	12101 Ducharme Lane	new construction
18370	17-Mar-17	8408 Annie Avenue	new construction
18395	22-Mar-17	445 Brown Crescent	new construction
18186	22-Mar-17	450 Old Colony Trail	new construction
18187	22-Mar-17	504 Old Colony Trail	new construction
18396	30-Mar-17	449 Brown Crescent	new construction
18117	4-Apr-17	3953 Concession 3 North	new construction
18394	10-Apr-17	405 Brown Crescent	new construction
18441	13-Apr-17	401 Greenway	new construction
8694	20-Apr-17	52 Shaw Drive	new construction
17760	21-Apr-17	509 Colony Court	new construction
8695	25-Apr-17	2368 Front Road North	new construction
18421	26-Apr-16	444 Brown Crescent	new construction
8675	26-Apr-17	736 Concession 2 North	new construction
18759	2-May-17	42 Shaw Drive	new construction
18760	2-May-17	50 Shaw Drive	new construction
18765	4-May-17	503 Colony Court	new construction
18406	4-May-17	505 Alma Street	new construction
18376	8-May-17	111 Sandwich St. South Unit #201	new construction
18375	8-May-17	111 Sandwich St. South Unit #203	new construction
18098	9-May-17	995 Front Road South	new construction
18379	8-May-17	111 Sandwich St. South - Soup'n Salad	new construction
18373	8-May-17	111 Sandwich St. South Unit #202	new construction
18783	10-May-17	115 Riverfront Park Crescent	new construction
18763	12-May-17	119 Riverfront Park Crescent	new construction
18417	11-May-17	469 Old Colony Trail	new construction
18414	11-May-17	463 Old Colony Trail	new construction
16441	15-May-17	2238 County Road 20	new construction
18423	16-May-17	460 Brown Crescent	new construction
18415	25-May-17	465 Old Colony Trail	new construction
18416	1-Jun-17	467 Old Colony Trail	new construction
17966	2-Jun-17	517 Gold Coast Drive	new construction
17963	2-Jun-17	91 Boblo Island Blvd.	new construction
17421	2-Jun-17	69 Red Oak Crescent	new construction

17968	9-Jun-17	523 Gold Coast Drive	new construction
17967	9-Jun-17	521 Gold Coast Drive	new construction
18792	14-Jun-17	440 Brown Crescent	new construction
18424	14-Jun-17	282 Golfview Drive	new construction
17901	15-Jun-17	357 Forest Hill Crescent	new construction
18733	15-Jun-17	8 Laird Avenue South	new construction
18729	24-Jun-17	8403 Annie Avenue	new construction
18398	30-Jun-17	1680 Park Avenue	new construction
18144	5-Jul-17	281 Golfview Drive	new construction
18641	7-Jul-17	233 Gibb Street	new construction
18632	13-Jul-17	38 Shaw Drive	new construction
18634	13-Jul-17	40 Shaw Drive	new construction
18648	14-Jul-17	568 Gold Coast Drive	new construction
18574	27-Jul-17	34 Shaw Drive	new construction
18582	28-Jul-17	1 Heaton Street	new construction
18575	27-Jul-17	36 Shaw Drive	new construction
18553	27-Jul-17	474 Old Colony Trail	new construction
18561	27-Jul-17	355 Crystal Bay Drive	new construction
18573	28-Jul-17	439 Old Colony Trail	new construction
18756	28-Jul-17	8407 Annie Avenue	new construction
18552	3-Aug-17	472 Old Colony Trail	new construction
18590	4-Aug-17	48 Shaw Drive	new construction
18597	9-Aug-17	1517 Goodview	new construction
18596	10-Aug-17	391 Welsh Avenue	new construction
18554	10-Aug-17	476 Old Colony Trail	new construction
18592	14-Aug-17	16 Shaw Drive	new construction
18518	16-Aug-17	8372 Annie Avenue	new construction
18420	21-Aug-17	427 Old Colony Trail	new construction
18516	25-Aug-17	295 Crystal Bay Drive	new construction
18737	25-Aug-17	56 Hilton Court	new construction
18524	30-Aug-17	448 Old Colony Trail	new construction
18589	31-Aug-17	46 Shaw Drive	new construction
18591	31-Aug-17	14 Shaw Drive	new construction
18546	12-Sep-17	2501 Concession 2 South	new construction
18910	15-Sep-17	233 Gibb Street	new construction
18555	26-Sep-17	517 Alma Street	new construction
18638	4-Oct-17	19 Emerland Lane	new construction
18967	23-Oct-17	505 Colony Court	new construction
18762	27-Oct-17	117 Riverfront Park Crescent	new construction
17965	2-Nov-17	507 Gold Coast Drive	new construction
18999	9-Nov-17	84 Mickel Drive	new construction
18926	9-Nov-17	466 Old Colony Trail	new construction
18928	9-Nov-17	470 Old Colony Trail	new construction
18960	17-Nov-17	437 Old Colony Trail	new construction
19192	24-Nov-17	419 Texas Road	new construction
18927	24-Nov-17	468 Old Colony Trail	new construction
19187	22-Nov-17	26 Shaw Drive	new construction
19196	27-Nov-17	452 Old Colony Trail	new construction
19194	30-Nov-17	92 Rankin Avenue	new construction
19203	1-Dec-17	220 Golfview Drive	new construction
19219	7-Dec-17	166 Alma Street	new construction

18957	13-Dec-17	226 Gibb Street	new construction
19225	14-Dec-17	387 Welsh Avenue	new construction
19224	14-Dec-17	383 Welsh Avenue	new construction
19237	14-Dec-17	1500 Concession 2 North	new construction
19221	15-Dec-17	443 Old Colony Trail	new construction
19204	15-Dec-17	404 Greenway Court	new construction
Water Meters - Replacements			
WO#	Date	Address	Comments
17732	11-Jan-17	1148 Front Road North	replaced water meter
18148	13-Jan-17	7563 Concession 7 South	replaced water meter
17746	25-Jan-17	391 Simcoe Street	replaced water meter
17744	29-Jan-17	13142 Concession 13	replaced water meter
17745	30-Jan-17	78 Victoria St. South	replaced water meter
17731	6-Feb-17	2428 Front Road North	replaced water meter
18188	6-Feb-17	780 Richmond Street	replaced water meter
17749	14-Feb-17	7440 Alma Street	replaced water meter
17515	23-Feb-17	2226 Front Road North	replaced water meter
17516	23-Feb-17	304 Texas Road	replaced water meter
18363	27-Feb-17	4610 Alma Street	replaced water meter
18382	27-Mar-17	3276 North Malden Road	replaced water meter
17527	29-Mar-17	8450 Middle Sideroad	replaced water meter
17526	28-Mar-17	9561 County Road 11	replaced water meter
18410	29-Mar-17	388 Simcoe Street	replaced water meter
18411	3-Apr-17	3781 Texas Road	replaced water meter
18528	3-Apr-17	7879 Howard Avenue	replaced water meter
18453	5-Apr-17	6609 Concession 6 North	replaced water meter
18428	4-Apr-17	497 Lakewood Drive	replaced water meter
17530	12-Apr-17	215 Wolfe	replaced water meter
17529	12-Apr-17	551 Dalhousie Street	replaced water meter
18446	12-Apr-17	245 Wolfe	replaced water meter
18447	19-Apr-17	3224 North Malden	replaced water meter
17533	2-May-17	165 Sandwich St. South	replaced water meter
17534	29-May-17	1834 Erie Avenue	replaced water meter
17535	1-Jun-17	83 North Street	replaced water meter
18725	2-Jun-17	58 States Avenue	replaced water meter
18738	13-Jun-17	9496 Walker Road	replaced water meter
18464	14-Jun-17	500 Alma Street	replaced water meter
17536	15-Jun-17	95 Gore Street	replaced water meter
17537	20-Jun-17	183 Girard	replaced water meter
18669	26-Jun-17	401 Texas Road	replaced water meter
18613	26-Jun-17	7004 Eagle Crescent	replaced water meter
18649	12-Jul-17	3834 Concession 3 North	replaced water meter
18684	27-Jul-17	6803 County Road 50	replaced water meter
18576	27-Jul-17	8746 Concession 8	replaced water meter
18588	2-Aug-17	341 Hawthorn	replaced water meter
17539	3-Aug-17	293 Alma Street	replaced water meter
18587	8-Aug-17	289 Cherrylawn	replaced water meter
18595	8-Aug-17	65 Sandwich St. North	replaced water meter
18517	15-Aug-17	161 Claremont Lane	replaced water meter
18525	23-Aug-17	286 Hawthorn	replaced water meter
18532	5-Sep-17	1089 Front Road South	replaced water meter

17544	12-Sep-17	161 St. Arnaud Street	replaced water meter
17543	12-Sep-17	209 Sandwich St. South	replaced water meter
17532	13-Sep-17	163 Brunner	replaced water meter
18935	29-Sep-17	454 Deer Ridge	replaced water meter
17028	18-Sep-17	South End of Boblo Island	replaced water meter
19001	18-Oct-17	66 Sandwich St. North	replaced water meter
19002	27-Oct-17	239 King Street	replaced water meter
18982	27-Oct-17	8011 North Townline	replaced water meter
18983	30-Oct-17	317 Hawthorn	replaced water meter
19005	30-Oct-17	3470 Middle Sideroad	replaced water meter
19004	30-Oct-17	9585 Walker Road	replaced water meter
19006	31-Oct-18	9472 Walker Road	replaced water meter
19007	1-Nov-17	9762 Walker Road	replaced water meter
19008	2-Nov-17	9578 Walker Road	replaced water meter
19158	3-Nov-17	140 Richmond Street	replaced water meter
18990	7-Nov-17	3975 Concession 3 North	replaced water meter
18996	8-Nov-17	211 Simcoe Street	replaced water meter
19003	14-Nov-17	8340 Malden Colchester Townline	replaced water meter
19209	30-Nov-17	113 Mediterranean	replaced water meter
19211	5-Dec-17	7 Vermont	replaced water meter
19228	6-Dec-17	339 Stone Ridge	replaced water meter
19233	8-Dec-17	55 Vermont	replaced water meter
19230	11-Dec-17	362 King Street	replaced water meter
19243	21-Dec-17	735 Richmond Street	replaced water meter
19019	31-Dec-17	483 Lakeside Drive	replaced water meter



Drinking Water System Name: Amherstburg Water Distribution System	Address: 512 Sandwich Street S, Amherstburg, ON
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Meeting Information

Subject/Title:	DWQMS Management Review Minutes		
Date/Time:	January 24, 2019	Location:	Amherstburg Engineering & Public Works

Meeting Participants

Attendees:	Antonietta Giofu, Dan Rawlins, Dan Beaulieu		
Regrets:	Justin Rousseau		
Distribution:	Dan Beaulieu, Antonietta Giofu, Justin Rousseau, Giovanni (John) Miceli		
Notes Taken By:	Dan Beaulieu		

Meeting Minutes

Item No.	Discussion Points/ Issues Raised/ Decisions Made	Corrective Action Items	Responsible	Due Date
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1. Introductions

The following staff were in attendance at the Amherstburg Engineering and Public Works, and represented the Owner for the Amherstburg Water Distribution System during the DWQMS Management Review:

- Antonietta Giofu, Director of Engineering and Public Works (Top Management)
- Dan Rawlins, Senior Operations Manager, OCWA
- Dan Beaulieu, Manager of Environmental Services, (Top Management) (QMS Rep)

The purpose and objectives of the Management Review meeting were reviewed as follows:

To evaluate the continuing suitability, adequacy, and effectiveness of the Town of Amherstburg’s QMS. The Management Review will include a review of the DWQMS Operational Plan, NSF GLOBAL audit reports, 2017 MOECP inspection report, the internal audit report and other related operational documents/records as required.



Meeting Minutes

Item No.	Discussion Points/ Issues Raised/ Decisions Made	Corrective Action Items	Responsible	Due Date
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2. Review of minutes from most recent Management Review.

The minutes from the most recent Management Review December 1, 2017 were reviewed by all and all standing items were reviewed. Corrective action items were assigned if applicable, and detailed in the following minutes.

[a]	<p>Incidents of regulatory non-compliance: An MOE inspection report was issued on May 9, 2018 with a final report rating of 85.23%.</p> <p>Eight 'Non-compliance with Regulatory Requirements and Actions Required' were noted in the final report. All eight items were completed as per the timeline identified in the report. These items were reviewed during the Management Review.</p>	N/A	N/A	N/A
[b]	<p>Incidents of adverse drinking water tests: No incidents of adverse drinking water have occurred since the last Management Review.</p>	N/A	N/A	N/A
[c]	<p>Deviations from critical control limits and response actions: With the current revisions made to the Operational Plan, there are now 3 CCP's identified. All deviations are captured on the 'Critical Control Point Exceedances/Limits' form. The previous CCP's exceedances were reviewed and the primarily consists of plant high turbidity and cl2 residual.</p>	N/A	N/A	N/A
[d]	<p>Effectiveness of the risk assessment process: The 36 month Review of the Risk Assessment Outcomes was conducted on April 12, 2018. Revisions were then made (November 1, 2018) to include The MOECC's "Potential Hazardous Events for Municipal Residential Drinking Water Systems" as per the DWQMS version 2.0 requirements.</p>	N/A	N/A	N/A



Meeting Minutes				
Item No.	Discussion Points/ Issues Raised/ Decisions Made	Corrective Action Items	Responsible	Due Date
[e]	<p>Internal and third-party audit results: Internal audit was conducted on December 19, 2017</p> <ul style="list-style-type: none"> • 7 OFI's were identified <ul style="list-style-type: none"> ○ Need for a detailed training matrix ○ Review of the competency table ○ Pandemic should be addressed ○ OP not posted on website ○ Missing SOP procedure in list ○ Emergency Contact List out of date ○ Council report section missing report <p>External Audit was conducted by NSF on February 19, 2018</p> <ul style="list-style-type: none"> • 3 minor N/C were identified. <ul style="list-style-type: none"> ○ Management Review ○ Review & Provision of Infrastructure ○ Internal Audits 	<p>All the OFI's were reviewed and will be implemented as needed.</p> <p>The 3 CARs were submitted and accepted April 4, 2018</p>	<p>Dan Beaulieu</p> <p>Dwayne Grondin</p>	<p>On-going</p> <p>April 20, 2018</p>
[f]	<p>Results of emergency response testing: SOP AMBP-115 Emergency Interconnection Valve Operation was used as the emergency test on May 9-10, 2018</p>	N/A	Dan Beaulieu	December 11, 2018
[g]	<p>Operational performance: No issues were identified with overall operational issues.</p>	N/A	N/A	N/A
[h]	<p>Raw water supply and drinking water quality trends OCWA submitted the Annual Summary Reports for the Amherstburg WTP. No new issues.</p>	N/A	N/A	N/A
[i]	<p>Follow-up on action items from previous Management Reviews: There was no follow up required of the December 19, 2017 Management Review minutes.</p>	N/A	N/A	N/A
[j]	<p>Status of management action items identified between reviews: There were no action items from the previous review.</p>	N/A	N/A	N/A



Meeting Minutes

Item No.	Discussion Points/ Issues Raised/ Decisions Made	Corrective Action Items	Responsible	Due Date
[k]	Changes that could affect the QMS: 2018 Review will noted the changes in Top Management and DWQMS 2.0 integration	N/A	N/A	N/A
[l]	Consumer feedback: There were 3 complaints received since the last Management Review.	Complaints were immediately investigated and cleared	N/A	N/A
[m]	Resources needed to maintain the QMS: Owner, Top Management, Operations Personnel.	N/A	QMS Reps	On-going
[n]	Results of the infrastructure review: Many capital improvements have taken place during the management review period.	Review approved budget as required.	Dan Beaulieu	On-going
[o]	Operational Plan currency, content and updates: The Operational Plan was updated to DWQMS 2.0 and was issued January 19, 2019. Presented to council on Feb 11, 2019 All water staff will be trained on the updated Operational Plan by January 31, 2019 and documented in the Training Database.	Provide all water staff access to the Operational Plan and OTJ training form.	Dan Beaulieu	Feb 11, 2019
[p]	Staff suggestions: Staff input is encouraged during staff meetings or by regular communications with management and fellow employees.	N/A	QMS Reps	On-going
[q]	Consideration of applicable best management practices: No BMP's were considered during this Management review.	N/A	QMS Reps	On-going

Other Business Notes



4. Roundtable/Other:

- No issues at this time.

Next Meeting Date:	December 2019
Location:	Amherstburg Engineering and Public Works



www.on.legion.ca

The Royal Canadian Legion Ontario Command

“Military Service Recognition Book”

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Ontario Command**, representing **Ontario’s Veterans**. Please accept this written request for your support, as per our recent telephone conversation.

The Royal Canadian Legion Ontario Command is very proud to be printing **15,000 copies** of our 6th annual **“Military Service Recognition Book”**, scheduled for release by September 2019. This unique remembrance publication recognizes and honours our Province's Veterans, and helps us fulfill the Legion's role as the "Keepers of Remembrance". Proceeds raised from this annual appeal are also used to support Veterans Transition Programs to help modern day Veterans that suffer from PTSD and other challenges.

The Legion is recognized as one of Canada’s largest Veterans Support Organizations and we are an integral part of the communities we serve. This project helps ensures the Legion’s continued success.

We would like to have your organization's support for this Remembrance project by sponsoring an advertisement space in our "Military Service Recognition Book."

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be greatly appreciated. For further information please contact **Ontario Command Campaign Office** toll free at **1-855-241-6967**.

Thank you for your consideration and/or support.

Sincerely,

**Sharon McKeown
President**



www.on.legion.ca

The Royal Canadian Legion Ontario Command

“Military Service Recognition Book”

Advertising Prices

<u>Ad Size</u>	<u>Cost</u>	<u>HST</u>	<u>Total</u>
Full Colour Outside Back Cover (SOLD)	\$2,132.74	+ \$277.26	= \$2,410.00
Inside Front/Back Cover (SOLD)	\$1,853.98	+ \$241.02	= \$2,095.00
2 Page Spread (Full Colour)	\$2,964.60	+ \$385.40	= \$3,350.00
Full Page (Full Colour)	\$1,482.30	+ \$192.70	= \$1,675.00
Full Page 7" X 9.735"	\$1,110.62	+ \$144.38	= \$1,255.00
½ Page (Full Colour)	\$831.86	+ \$108.14	= \$940.00
½ Page 7" X 4.735"	\$646.02	+ \$83.98	= \$730.00
¼ Page (Full Colour)	\$504.42	+ \$65.58	= \$570.00
¼ Page 3.375" X 4.735"	\$415.93	+ \$54.07	= \$470.00
1/10 Page (Full Colour)	\$300.88	+ \$39.12	= \$340.00
1/10 Page (Business Card) 3.375" X 1.735"	\$256.64	+ \$33.36	= \$290.00

H.S.T. Registration # 10686 2824 RT0001

All typesetting and layout charges are included in the above prices.

A complimentary copy of this year’s publication will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation from the Ontario Command.



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Ontario Command
(RCL ON)
(Campaign Office)
P O Box 8055, Station T CSC
Ottawa, ON K1G 3H6





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

Council Chambers, 271 Sandwich Street South, Amherstburg

MINUTES

PRESENT

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

ABSENT

Bob Bezaire

CALL TO ORDER

The Chair called the meeting to order at 6:00 p.m.

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were none.

3. MINUTES OF PREVIOUS MEETING

Al Major moved, Bob Pillon seconded:

That the minutes of the previous meeting BE ADOPTED:

1. Drainage Board Meeting Minutes – January 7, 2019

The Chair put the Motion.

Motion Carried

4. COURT OF REVISION

Open the Court of Revision

The Court of Revision was opened by The Chair.

Due to the absence of board member Bob Bezaire, one member of the Drainage Board is required to abstain from participating in the Court of Revision. Board member Bob Pillon excused himself from participating in the Court of Revision.

4.1 Appeals – 5th Concession Drain South

Shane McVitty advised the Board that there were no verbal or written appeals received for the 5th Concession Drain South.

The Chair invited the members of the Board to speak.

There were none.

Brad Laramie moved; Al Major seconded;

That:

1. The appeals submitted written or verbally to the Court of Revision for the new access bridge on the 5th Concession Road Drain South **BE RECEIVED**; and,
2. The schedule of assessment as presented by Dillon Consulting Ltd. **BE APPROVED** for the new access bridge on the 5th Concession Road Drain South.

The Chair put the Motion.

Motion Carried

4.2 Appeals – Whelan Drain

Shane McVitty informed the Board that there were no verbal or written appeals received for the Whelan Drain.

The Chair invited the members of the Board to speak.

There were none.

Al Major moved; Brad Laramie seconded;

That:

1. The appeals submitted written or verbally to the Court of Revision for the access bridge replacement on the Whelan Drain **BE RECEIVED**; and,
2. The schedule of assessment as presented by Dillon Consulting Ltd. **BE APPROVED** for the access bridge replacement on the Whelan Drain.

The Chair put the Motion.

Motion Carried

5. CLOSE COURT OF REVISION

The chair closed the Court at 6:02 p.m.

6. ORDER OF BUSINESS

Shane McVitty briefly explained that the drainage apportionments coming before the Board members were rather straight forward. Mr. McVitty indicated that all of the landowners involved signed paperwork for the apportionments, and the new apportionments will be used for future maintenance. Mr. McVitty advised the Board members that conditions of severances require that drainage assessments be revised in accordance with Section 65 of the Drainage Act. In each case, assessment schedules are reviewed by Administration and landowners are provided agreement letters to sign if they agree to the proposed drainage apportionment. The drainage apportionment is then brought before the Drainage Board for approval and recommendation to Council. Once passed by Council, the new drainage apportionment will then be used for future maintenance assessments.

The Chair invited the members of the Board to speak.

There were none.

Brad Laramie moved, Al Major seconded;

That:

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated January 3, 2019, regarding Various Drainage Apportionments **BE RECEIVED**;
2. The drainage apportionments **BE APPROVED** as listed:
 - **Consent B/2/18** – Drainage Apportionments for the Antaya Drain, and the Merrick Creek Drain – Bezaire and Dragicevic
 - **Consent B/10/18** – Drainage Apportionments for the Merrick Creek Drain – DePappe, Pisciotto and Meloche
 - **Consent B/12/16 & B/5/17** – Drainage Apportionments for the 8th Concession Drain South, the 7th Concession Drain South and the Beudoin Drain South – Parks
 - **Consent B/22/17** – Drainage Apportionments for the Ong Drain– Durham and Faucher
 - **Consent B/22/18** – Drainage Apportionments for the Dolphis Meloche Drain – Bastien
 - **Consent B/20/18** – Drainage Apportionments for the Mickle Drain and Sunset Beach Pumping Scheme – Orsi
3. Administration **BRING FORWARD** the Drainage Board’s recommendation to approve the drainage apportionments at a future Regular Council Meeting.

The Chair put the Motion.

Motion Carried

6.2 Engineering Appointment – Hamel Drain

The Chair invited the members of the Board to speak.

There were none.

Bob Pillon moved, Al Major seconded;

That:

1. The report from the Drainage Superintendent and Engineering Coordinator dated January 3, 2019, regarding the Hamel Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from Raymond Bastien for the installation of a new access culvert over the Hamel Drain per Section 78 of the Drainage Act; and,
3. The Drainage Board recommend that the appointment of the firm of R. Dobbin Engineering Inc. for the repair and improvement to the Hamel Drain **BE APPROVED** by Council.

The Chair put the Motion.

Motion Carried

6.3 Engineering Appointment – Dupuis Drain

The Chair invited the members of the Board to speak.

There were none.

Al Major moved, Bob Pillon seconded;

That:

1. The report from the Drainage Superintendent and Engineering Coordinator dated January 3, 2019, regarding the Dupuis Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from Raymond Bastien for the replacement of an existing access culvert over the Dupuis Drain per Section 78 of the Drainage Act; and,
3. The Drainage Board recommend that the appointment of the firm of R. Dobbin Engineering Inc. for the repair and improvement to the Dupuis Drain **BE APPROVED** by Council.

The Chair put the Motion.

Motion Carried

6.4 Engineering Appointment – Parks Drain

Shane McVitty informed the Board members that this particular engineering appointment is related to five building lots being severed by Mr. Jon Parks along County Road 20 near Concession 6 South.

The Chair invited the members of the Board to speak.

The Board heard from:

- **Bob Pillon** – Mr. Pillon asked if Mr. Parks was responsible to make sure there is adequate drainage for the building lots and if Mr. Parks would have to come back to the Town with another request for improvement when it is time to install the culverts for the lots.

Mr. McVitty replied that Mr. Parks has to make sure that there is acceptable drainage for the lots, and also indicated that the County of Essex will not accept the drainage from the lots into their roadside ditch. As a result of the County's decision, Mr. Parks submitted the petition to turn the County's roadside ditch into a Municipal Drain. Mr. McVitty also advised that the engineer and Mr. Parks will work together with respect to the future installation of culverts for the building lots in this engineer's report.

Al Major moved, Bob Pillon seconded;

That:

1. The report from the Drainage Superintendent and Engineering Coordinator dated August 21, 2018, regarding the Section 4(1) Petition – Parks Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the petition from Jon Parks for a new drainage works per Section 4(1) of the Drainage Act; and,
4. The Drainage Board recommend that the appointment of the firm of Dillon Consulting Ltd. to make an examination of the area requiring drainage as described in the petition and to prepare a report as prescribed in the Drainage Act, **BE APPROVED** by Council.

The Chair put the Motion.

Motion Carried

7. NEW BUSINESS

Nicole Humber informed the Board members that the Clerks Department will be changing the pay frequency to once per year in order to be consistent with the other committees.

8. NEXT MEETING DATE

Tuesday, March 5, 2019 @ 6:00 p.m.

9. ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Chair – Ron Sutherland

Staff Liaison – Shane McVitty



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Shane McVitty	Report Date: January 3, 2019
Author's Phone: 519 736-3664 ext. 2318	Date to Drainage Board: February 5, 2019
Author's E-mail: smcvitty@amherstburg.ca	Resolution #: N/A

To: Members of the Drainage Board

Subject: Various Drainage Apportionments

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated January 3, 2019, regarding Various Drainage Apportionments **BE RECEIVED**;
2. The drainage apportionments **BE APPROVED** as listed:
 - **Consent B/2/18** – Drainage Apportionments for the Antaya Drain, and the Merrick Creek Drain – Bezaire and Dragicevic
 - **Consent B/10/18** – Drainage Apportionments for the Merrick Creek Drain – DePappe, Pisciotto and Meloche
 - **Consent B/12/16 & B/5/17** – Drainage Apportionments for the 8th Concession Drain South, the 7th Concession Drain South and the Beaudoin Drain South – Parks
 - **Consent B/22/17** – Drainage Apportionments for the Ong Drain– Durham and Faucher
 - **Consent B/22/18** – Drainage Apportionments for the Dolphis Meloche Drain – Bastien
 - **Consent B/20/18** – Drainage Apportionments for the Mickle Drain and Sunset Beach Pumping Scheme – Orsi
3. Administration **BRING FORWARD** the Drainage Board's recommendation to approve the drainage apportionments at a future Regular Council Meeting.

2. **BACKGROUND:**

Under the provisions of the Drainage Act, when lands that are assessed for drainage are subsequently divided by a change of ownership of any part, the Municipality must take steps to apportion the assessments to reflect the division of the lands. Over the course of a year, the Municipality will receive a number of severance applications that require apportionments of existing drainage assessments. This report deals with four (4) drainage apportionments, each of which are associated with separate, individual severance consents, that have been completed by the Town Engineering and Public Works Department.

3. **DISCUSSION:**

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

Agreement on share of assessment

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

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

Subsequent subdivision of land

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

An engineer was not instructed under Section 65(1) of the Act. In the case of the land divisions and severances being considered under this report, apportionments were completed by the Drainage Superintendent. Assessment schedules for drains that were affected by each land severance were analysed by the Drainage Superintendent and an appropriate apportionment of the assessments were completed. Specifically, assessments for the retained parcels and the severed parcels were divided to

accurately reflect the change in the land boundaries and ownership. Once completed, all affected landowners were contacted and provided a letter that described the apportionments. If the landowners were in agreement with the apportionments, an “*Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale*” was signed by the affected property owners in accordance with Section 65(2) of the Act. In the case of the following severances, agreement letters were signed by all affected property owners and are attached:

- **Consent B/2/18** – Drainage Apportionments for the Antaya Drain, and the Merrick Creek Drain – Bezaire and Dragicevic
- **Consent B/10/18** – Drainage Apportionments for the Merrick Creek Drain – DePappe, Pisciotto and Meloche
- **Consent B/12/16 & B/5/17** – Drainage Apportionments for the 8th Concession Drain South, the 7th Concession Drain South and the Beaudoin Drain South – Parks
- **Consent B/22/17** – Drainage Apportionments for the Ong Drain– Durham and Faucher
- **Consent B/22/18** – Drainage **Apportionments** for the Dolphis Meloche Drain – Bastien
- **Consent B/20/18** – Drainage Apportionments for the Mickle Drain and Sunset Beach Pumping Scheme – Orsi

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

4. **RISK ANALYSIS:**

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

5. **FINANCIAL MATTERS:**

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

6. **CONSULTATIONS:**

N/A

7. CONCLUSION:

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

- **Consent B/2/18** – Drainage Apportionments for the Antaya Drain, and the Merrick Creek Drain – Bezaire and Dragicevic
- **Consent B/10/18** – Drainage Apportionments for the Merrick Creek Drain – DePappe, Pisciotto and Meloche
- **Consent B/12/16 & B/5/17** – Drainage Apportionments for the 8th Concession Drain South, the 7th Concession Drain South and the Beaudoin Drain South – Parks
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- **Consent B/22/18** – Drainage Apportionments for the Dolphis Meloche Drain – Bastien
- **Consent B/20/18** – Drainage Apportionments for the Mickle Drain and Sunset Beach Pumping Scheme – Orsi



Shane McVitty
**Drainage Superintendent and
Engineering Coordinator**

sm

Attachment(s):

- **Consent B/2/18** – Letter and Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale
- **Consent B/10/18** – Letter and Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale
- **Consent B/12/16 & B/5/17** – Letter and Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale
- **Consent B/22/17** – Letter and Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale
- **Consent B/22/18** – Letter and Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale
- **Consent B/20/18** – Letter and Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale



The Corporation of The Town of Amherstburg

December 4, 2018

RE: Section 65 Drainage Apportionment – Consent B/2/18

Dear Homeowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 7981 County Road 9 (Howard Ave.), Part Lot 14, Concession 7, in the former Geographic Township of Anderdon. This is in relation to the Application for Consent B/2/18, which proposes to sever a 0.98 acre (0.39 hectare) parcel of land from the existing agricultural parcel (██████████); the retained 24.02 acre (9.73 hectare) parcel will merge with Roll No. ██████████ which shall have a total consolidated area of 70.7 acre (28.61 hectare). This parcel shall remain as vacant agricultural land. The attached plan depicts the boundaries of the affected parcels.

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

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

1. **Antaya Drain** – Report by S.R. McVitty, P.Eng., dated May 27 2014, by-law 2014-71.
2. **Merrick Creek Drain** – Report by E.O LaFontaine, P.Eng., dated May 21, 1993, by-law 2922.

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

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

Sincerely,

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

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

1. Antaya Drain

ANTAYA DRAIN							
Existing Assessment – S.R. McVitty, P.Eng., May 27, 2014							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 14	10.12		P & P Bezaire	\$36.00	\$276.00	\$312.00

ANTAYA DRAIN							
Reapportionment – Application for Consent B/2/18							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 14	9.73		Bezaire	\$34.00	\$265.00	\$299.00
7	PT Lot 14	0.39		M Dragicevic	\$ 2.00	\$ 11.00	\$ 13.00

2. Merrick Creek Drain

MERRICK CREEK DRAIN							
Existing Assessment – E.O LaFontaine, P.Eng., May 21, 1993							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 14	29.03		R & T Bezaire	\$ 0.00	\$973.00	\$973.00

MERRICK CREEK DRAIN							
Reapportionment – Application for Consent B/3/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 14	28.61		Bezaire	\$ 0.00	\$928.00	\$928.00
7	PT Lot 14	0.39		M Dragicevic	\$ 0.00	\$ 45.00	\$ 45.00

CORPORATION OF THE TOWN OF AMHERSTBURG

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

ANTAYA DRAIN

Agreement between _____ and _____ for cost apportionment due to severance or sale of land in the Antaya Drain drainage watershed or system.

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

ANTAYA DRAIN							
Reapportionment – Application for Consent B/2/18							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 14	9.73		Bezairé	\$34.00	\$265.00	\$299.00
7	PT Lot 14	0.39		M Dragicevic	\$ 2.00	\$ 11.00	\$ 13.00

Philip Bezairé
Retained Property Owner 1 (printed)

12-18-18
Date

[Signature]
Retained Property Owner 1 (signature)

Pamela Bezairé
Retained Property Owner 2 (printed)

12-19-18
Date

[Signature]
Retained Property Owner 2 (signature)

[Signature]
Severed Property Owner 1 (printed)

12/18/18
Date

[Signature]
Severed Property Owner 1 (signature)

Megan Dragicevic
Severed Property Owner 2 (printed)

12-18-18
Date

[Signature]
Severed Property Owner 2 (signature)

CORPORATION OF THE TOWN OF AMHERSTBURG

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

MERRICK CREEK DRAIN

Agreement between _____ and _____ for cost apportionment due to severance or sale of land in the Merrick Creek Drain drainage watershed or system.

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

MERRICK CREEK DRAIN							
Reapportionment – Application for Consent B/3/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 14	28.61		Bezaire	\$ 0.00	\$928.00	\$928.00
7	PT Lot 14	0.39		M Dragicevic	\$ 0.00	\$ 45.00	\$ 45.00

Philip Bezaire
Retained Property Owner 1 (printed)

12-7-18
Date

Philip Bezaire
Retained Property Owner 1 (signature)

Pamela Bezaire
Retained Property Owner 2 (printed)

12-7-18
Date

Pamela Bezaire
Retained Property Owner 2 (signature)

Mihailo Dragovic
Severed Property Owner 1 (printed)

12/18/18
Date

Mihailo Dragovic
Severed Property Owner 1 (signature)

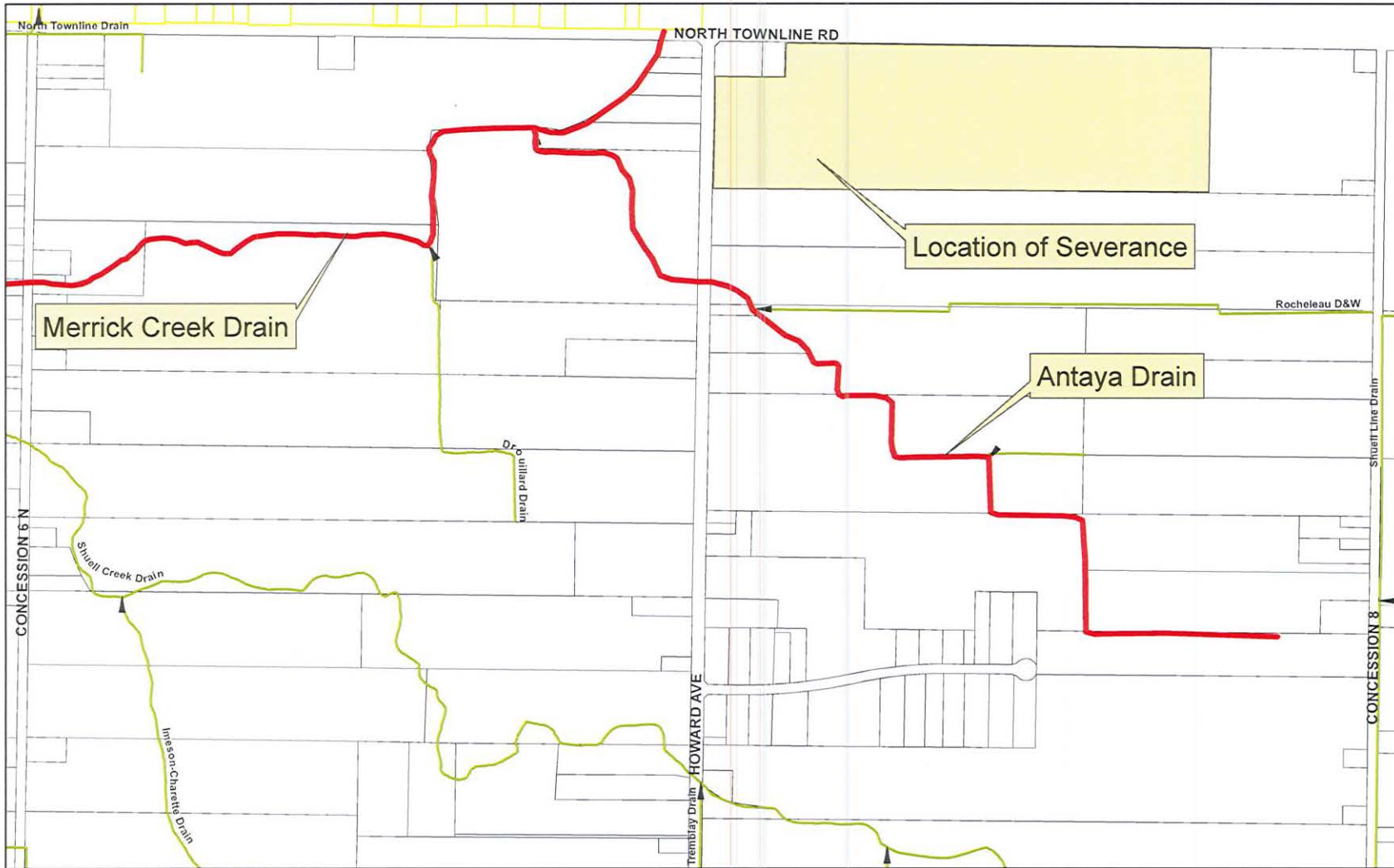
Megan Dragicevic
Severed Property Owner 2 (printed)

12-18-18
Date

Megan Dragicevic
Severed Property Owner 2 (signature)



**Section 65 Drainage Apportionment - Consent B/2/18
Bezaire / Dragicevic**







The Corporation of The Town of Amherstburg

December 5, 2018

RE: Section 65 Drainage Apportionment – Consent B/10/18

Dear Homeowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 6959 Concession Road 6 North, Part Lot 2, Concession 6, in the former Geographic Township of Anderdon. This is in relation to the Application for Consent B/10/18, which proposes to sever a 0.35 acre (0.14 hectare) parcel of land from the existing parcel (Roll No. [REDACTED]). The lot addition will merge with the residential land at Roll No. [REDACTED], which shall have a total consolidated area of 1.28 acre (0.518 hectare). The attached plan depicts the boundaries of the affected parcels.

In addition, as part of the Town's research into the severance history of the subject lands, it was determined that previous severances involving Roll No.'s [REDACTED] and [REDACTED] have taken place without benefit of a proper drainage apportionment. In light of this, the Town has completed the necessary investigations to complete re-apportionments of drainage assessments relating to these previous land severances.

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

All of the subject lands are located in the watersheds of the following municipal drains constructed by bylaw under the Drainage Act:

1. **Merrick Creek Drain** – Report by E.O LaFontaine, P.Eng., dated May 21, 1993, by-law 2922.

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

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

Sincerely,

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

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

1. Merrick Creek Drain

<u>MERRICK CREEK DRAIN</u>							
Existing Assessment – E.O LaFontaine, P.Eng., May 21, 1993							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
6	PT Lot 14	0.26	[REDACTED]	N Mayrand	\$ 32.00	\$ 20.00	\$ 52.00
6	PT Lot 14	0.23		C Depape	\$ 32.00	\$ 19.00	\$ 51.00
6	PT Lot 14	2.94		P & C Depape	\$ 66.00	\$ 83.00	\$149.00

***Original assessment included \$3475.00 Special Benefit, which has not been considered for the re-apportionment and will not be included in assessing future maintenance costs according to the provisions outlined in the 1993 engineering report.*

<u>MERRICK CREEK DRAIN</u>							
Reapportionment – Application for Consent B/10/18							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
6	PT Lot 14	1.12	[REDACTED]	C Meloche	\$ 51.00	\$ 44.00	\$ 95.00
6	PT Lot 14	0.52		D & F Piscotto	\$ 38.00	\$ 27.00	\$ 65.00
6	PT Lot 14	1.82		C Depape	\$ 41.00	\$ 51.00	\$ 92.00

CORPORATION OF THE TOWN OF AMHERSTBURG

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

MERRICK CREEK DRAIN

Agreement between _____ and _____ for cost apportionment due to severance or sale of land in the Merrick Creek Drain drainage watershed or system.

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

MERRICK CREEK DRAIN							
Reapportionment – Application for Consent B/10/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
6	PT Lot 14	1.12		C Meloche	\$ 51.00	\$ 44.00	\$ 95.00
6	PT Lot 14	1.82		C Depape	\$ 41.00	\$ 51.00	\$ 92.00

Property Owners (480-05400)

CAROL MELOCHE
Name (printed)

DEC 18 / 18
Date

[Signature]
Name (signature)

GERRY MELOCHE
Name (printed)

DEC 18 / 18
Date

[Signature]
Name (signature)

Property Owners (480-05500)

CLARA DE PAPE
Name (printed)

Date

[Signature]
Name (signature)

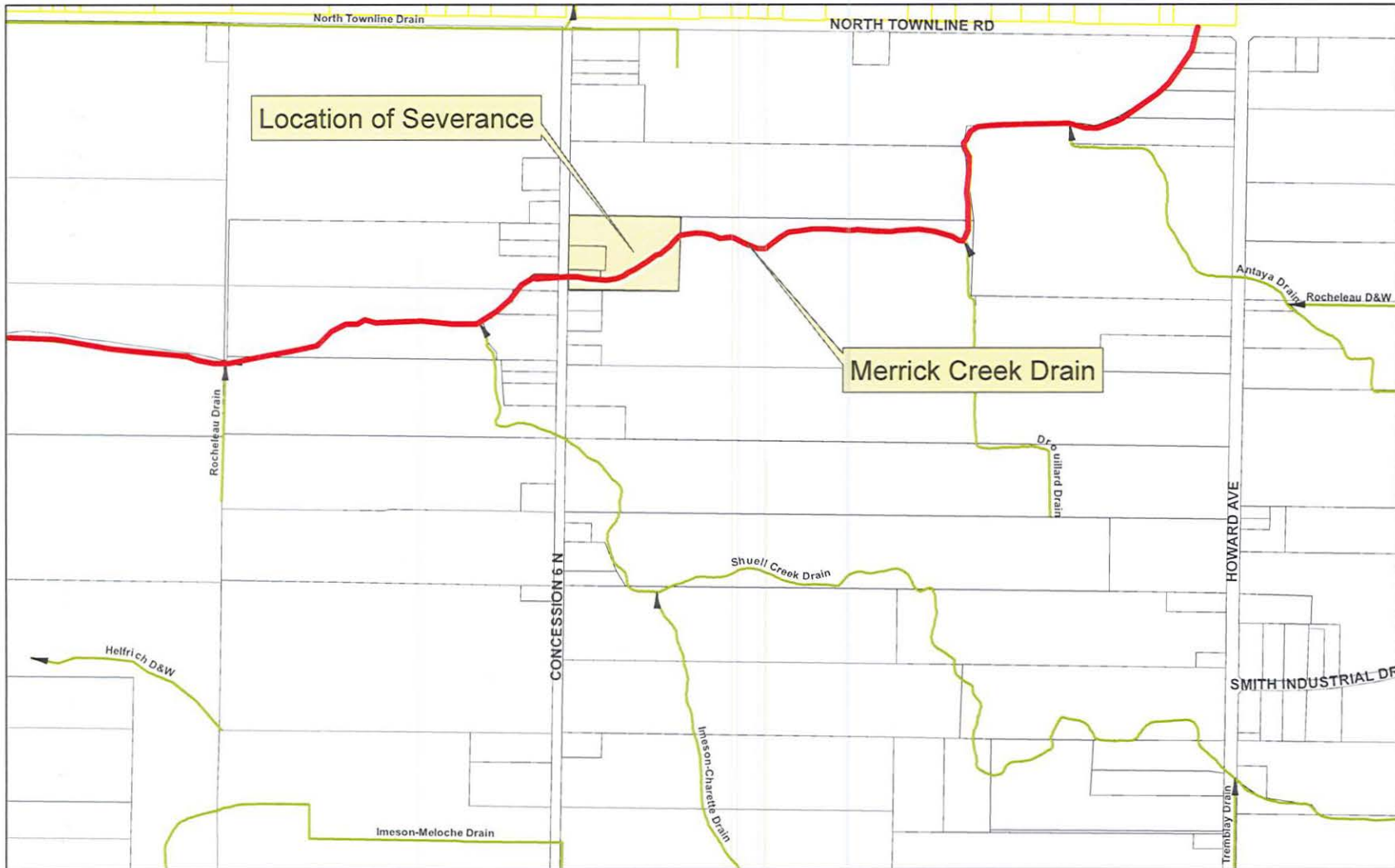
CLARA DE PAPE
Name (printed)

Date

[Signature]
Name (signature)



**Section 65 Drainage Apportionment - Consent B/10/18
6959 Concession Road 6 North**







The Corporation of The Town of Amherstburg

November 2, 2018

RE: Section 65 Drainage Apportionment – Consent B/12/16 & B/5/17

Dear Homeowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 7631 Concession Road 7 South, Part Lot 83, Concession 7, in the former Geographic Township of Malden. This is in relation to the Application for Consent B/12/16 and B/5/17, which proposes to sever a 1.49 acre (0.603 hectare) parcel of land from the existing agricultural lands (Roll No. [REDACTED]). In addition, this letter addresses a previous land merger whereby the parcel having Roll No. [REDACTED] has merged with the agricultural parcel at Roll No. [REDACTED].

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

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

1. **8th Concession Road Drain** – Report by G. Rood, P.Eng., dated Sept. 12, 2016, by-law 2016-76.
2. **7th Concession Drain South** – Report by W. Settington, P.Eng., dated June 5, 1987, by-law 87-15.
3. **Beaudoin Drain South** – Report by L. Zarlengs, P.Eng., dated Sept. 8, 1992, by-law 93-16.

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

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

Sincerely,

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

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

1. 8TH CONCESSION DRAIN SOUTH

8th Concession Drain South - MAINTENANCE SCHEDULE							
Existing Assessment – G. Rood, P.Eng., September 12, 2016 –							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	3.64		J. Parks	\$69.00	\$304.00	\$ 373.00
7	PT Lot 83	0.74		J. Parks	\$ 81.00	\$210.00	\$ 291.00

8th Concession Drain South - MAINTENANCE SCHEDULE							
Reapportionment – Application for Consent B/12/16 & B/5/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	4.38		J. Parks	\$150.00	\$514.00	\$ 664.00

8th Concession Drain South – CONSTRUCTION SCHEDULE							
Existing Assessment – G. Rood, P.Eng., September 12, 2016 –							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	3.64		J. Parks	\$7,950.00	\$3,359.00	\$11,309.00
7	PT Lot 83	0.74		J. Parks	\$ 587.00	\$1,465.00	\$ 2,052.00

8th Concession Drain South - CONSTRUCTION SCHEDULE							
Reapportionment – Application for Consent B/12/16 & B/5/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	4.38		J. Parks	\$8,537.00	\$4,824.00	\$13,361.00

2. 7th CONCESSION DRAIN SOUTH

<u>7th Concession Drain South</u>							
Existing Assessment – W. Settingerton, P.Eng., June 5, 1987 (Revised by CoR)							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	25.091		J. Parks	\$ 203.00	\$ 298.00	\$ 501.00

<u>7th Concession Drain South</u>							
Reapportionment – Application for Consent B/12/16 and B/5/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	24.49		J. Parks	\$ 186.00	\$ 279.00	\$ 495.00
7	PT Lot 83	1.49		J. Parks	\$ 17.00	\$ 19.00	\$ 36.00

3. BEAUDOIN DRAIN SOUTH

<u>Beaudoin Drain South</u>							
Existing Assessment – Report by L. Zarlenga, P.Eng., Sept. 8, 1992							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	25.091		J. Parks	\$ 0.00	\$ 1,364.00	\$ 1,364.00

<u>Beaudoin Drain South</u>							
Reapportionment – Application for Consent B/12/16 and B/5/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	24.49		J. Parks	\$ 0.00	\$ 1,267.00	\$ 1,267.00
7	PT Lot 83	1.49		J. Parks	\$ 0.00	\$ 97.00	\$ 97.00

CORPORATION OF THE TOWN OF AMHERSTBURG

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

8TH CONCESSION ROAD DRAIN – MAINTENANCE SCHEDULE

Agreement between _____ and _____ for cost apportionment due to severance or sale of land in the 8th Concession Road Drain drainage watershed or system.

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

8 th Concession Drain South - MAINTENANCE SCHEDULE							
Reapportionment – Application for Consent B/12/16 & B/5/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	4.38		J. Parks	\$150.00	\$514.00	\$ 664.00

x J. PARKS
Retained Property Owner 1 (printed)

Dec 14, 2018
Date

[Signature]
Retained Property Owner 1 (signature)

Retained Property Owner 2 (printed)

Date

Retained Property Owner 2 (signature)

x J. PARKS
Severed Property Owner 1 (printed)

Dec 14, 2018
Date

[Signature]
Severed Property Owner 1 (signature)

Severed Property Owner 2 (printed)

Date

Severed Property Owner 2 (signature)

CORPORATION OF THE TOWN OF AMHERSTBURG

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

8TH CONCESSION ROAD DRAIN – CONSTRUCTION SCHEDULE

Agreement between _____ and _____ for cost apportionment due to
severance or sale of land in the 8th Concession Road Drain drainage watershed or system.

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

8th Concession Drain South - CONSTRUCTION SCHEDULE							
Reapportionment – Application for Consent B/12/16 & B/5/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	4.38		J. Parks	\$8,537.00	\$4,824.00	\$13,361.00

J. Parks
Retained Property Owner 1 (printed)

Dec 14, 2018
Date

[Signature]
Retained Property Owner 1 (signature)

Retained Property Owner 2 (printed)

Date

Retained Property Owner 2 (signature)

J. Parks
Severed Property Owner 1 (printed)

Dec 14, 2018
Date

[Signature]
Severed Property Owner 1 (signature)

Severed Property Owner 2 (printed)

Date

Severed Property Owner 2 (signature)

CORPORATION OF THE TOWN OF AMHERSTBURG

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

7th CONCESSION ROAD DRAIN SOUTH

Agreement between _____ and _____ for cost apportionment due to severance or sale of land in the 7th Concession Road Drain South drainage watershed or system.

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

7 th Concession Drain South							
Reapportionment – Application for Consent B/12/16 and B/5/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	24.49		J. Parks	\$ 186.00	\$ 279.00	\$ 495.00
7	PT Lot 83	1.49		J. Parks	\$ 17.00	\$ 19.00	\$ 36.00

J. Parks
Retained Property Owner 1 (printed)

Dec 14, 2018
Date

[Signature]
Retained Property Owner 1 (signature)

Retained Property Owner 2 (printed)

Date

Retained Property Owner 2 (signature)

J. Parks
Severed Property Owner 1 (printed)

Dec 14, 2018
Date

[Signature]
Severed Property Owner 1 (signature)

Severed Property Owner 2 (printed)

Date

Severed Property Owner 2 (signature)

CORPORATION OF THE TOWN OF AMHERSTBURG

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

BEAUDOIN DRAIN SOUTH

Agreement between _____ and _____ for cost apportionment due to severance or sale of land in the Beaudoin Drain South drainage watershed or system.

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

<u>Beaudoin Drain South</u>							
Reapportionment – Application for Consent B/12/16 and B/5/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
7	PT Lot 83	24.49		J. Parks	\$ 0.00	\$ 1,267.00	\$ 1,267.00
7	PT Lot 83	1.49		J. Parks	\$ 0.00	\$ 97.00	\$ 97.00

J. Parks
Retained Property Owner 1 (printed)

Dec 14, 2018
Date

[Signature]
Retained Property Owner 1 (signature)

Retained Property Owner 2 (printed)

Date

Retained Property Owner 2 (signature)

J. Parks
Severed Property Owner 1 (printed)

Dec 14, 2018
Date

[Signature]
Severed Property Owner 1 (signature)

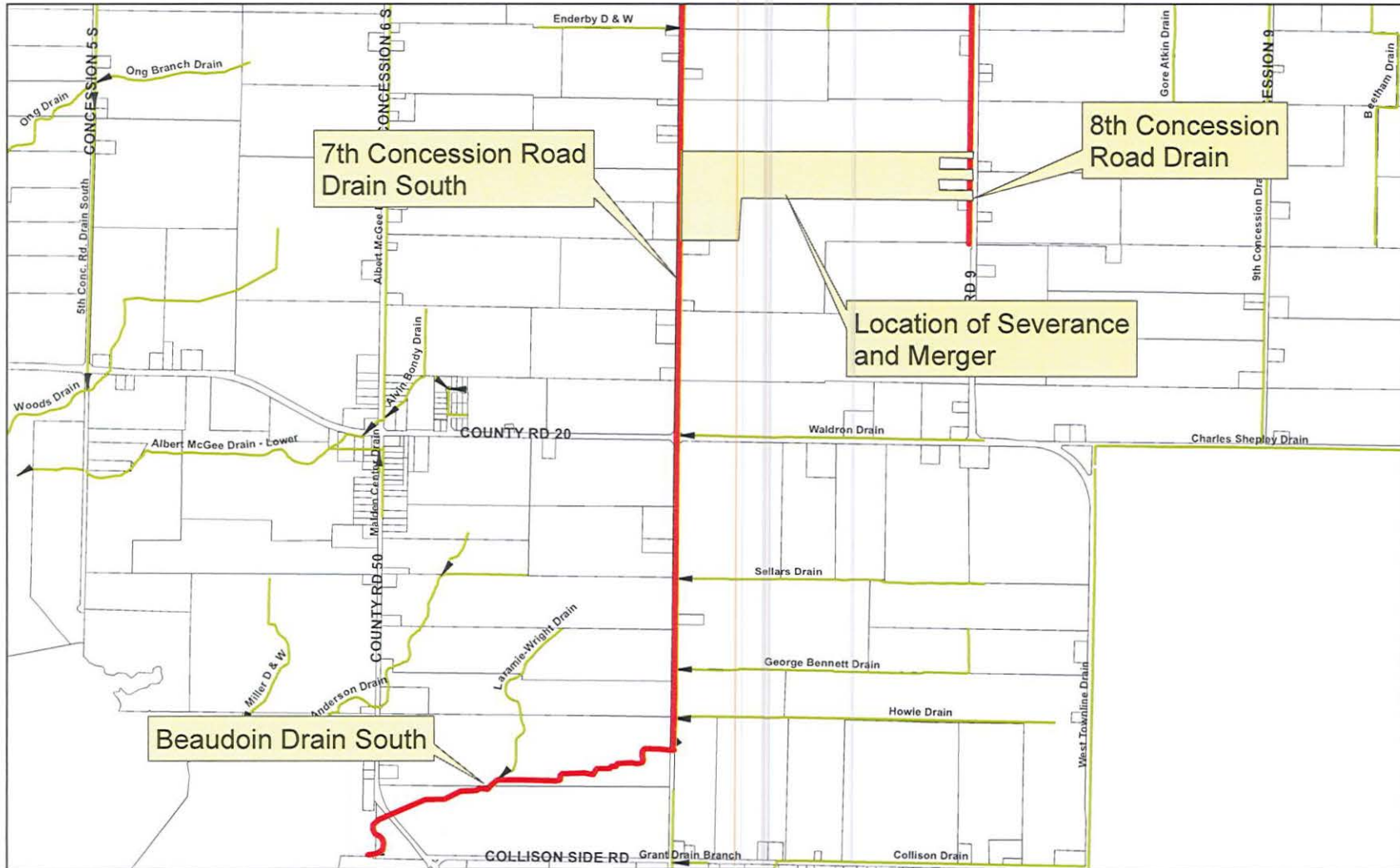
Severed Property Owner 2 (printed)

Date

Severed Property Owner 2 (signature)



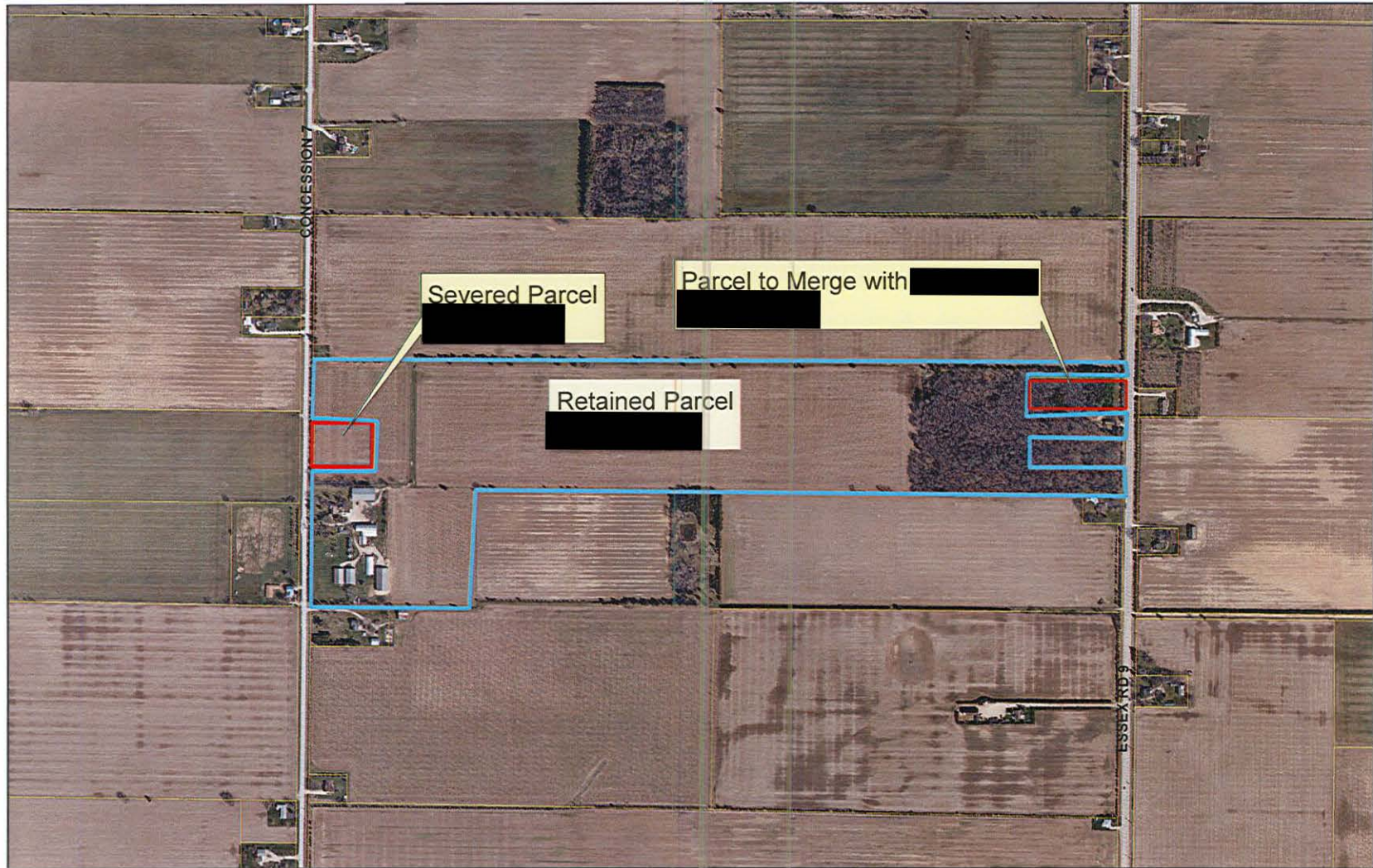
**Section 65 Drainage Apportionment
Consent B/12/16 & B/5/17 - Parks**





The Corporation of The
Town of Amherstburg

**Section 65 Drainage Apportionment
Consent B/12/16 & B/5/17
Parks**





The Corporation of The Town of Amherstburg

December 3, 2018

RE: Section 65 Drainage Apportionment – Consent B/22/17

Dear Homeowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 5181 County Road 18, Part Lot 46, Concession, in the former Geographic Township of Malden. This is in relation to the Application for Consent B/22/17, which proposes to sever a 0.962 acre (0.389 hectare) parcel of residential land from the existing parcel (Roll No. [REDACTED]). The retained parcel is a consolidation of Roll No's. [REDACTED] and shall be 32.807 acres (13.28 hectare) in size and shall remain as agricultural lands. The attached plan depicts the boundaries of the affected parcels.

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

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

1. **Ong Drain** – Report by N.J. Peralta, P.Eng., dated May 11, 1984, by-law 84-16.

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

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

Sincerely,

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

CORPORATION OF THE TOWN OF AMHERSTBURG

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

ONG DRAIN

Agreement between _____ and _____ for cost apportionment due to severance or sale of land in the Ong Drain drainage watershed or system.

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

ONG DRAIN							
Reapportionment – Application for Consent B/22/17							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
5	PT Lot 46	13.28		J Durham	\$ 72.00	\$ 101.00	\$ 173.00
5	PT Lot 46	0.389		unknown	\$ 1.00	\$ 6.00	\$ 7.00

Julia Julia Durham JAN 17, 2019
Retained Property Owner 1 (printed) Date

Julia Durham
Retained Property Owner 1 (signature)

ADAM DURHAM JAN 17, 2019
Retained Property Owner 2 (printed) Date

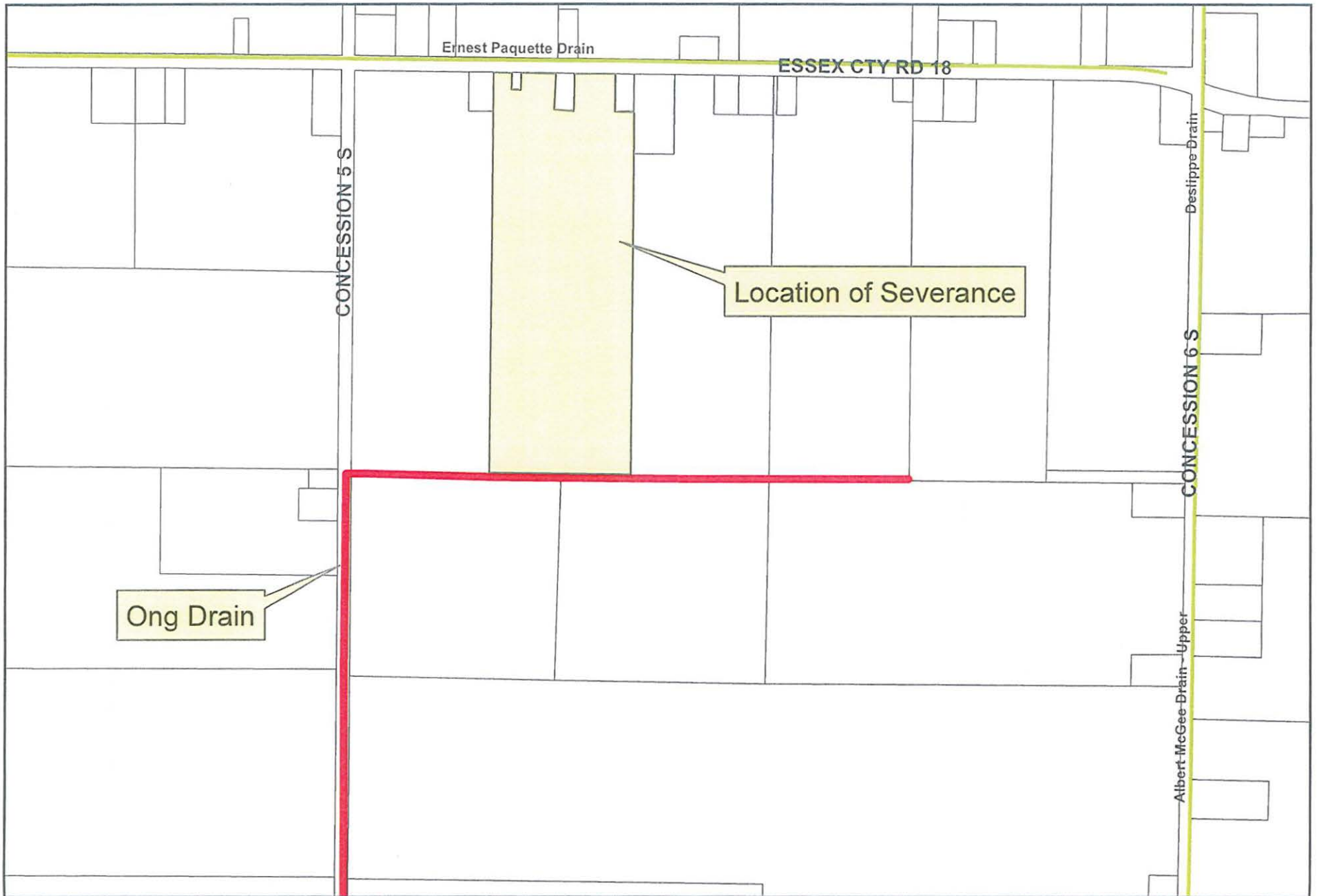
Adam Durham
Retained Property Owner 2 (signature)

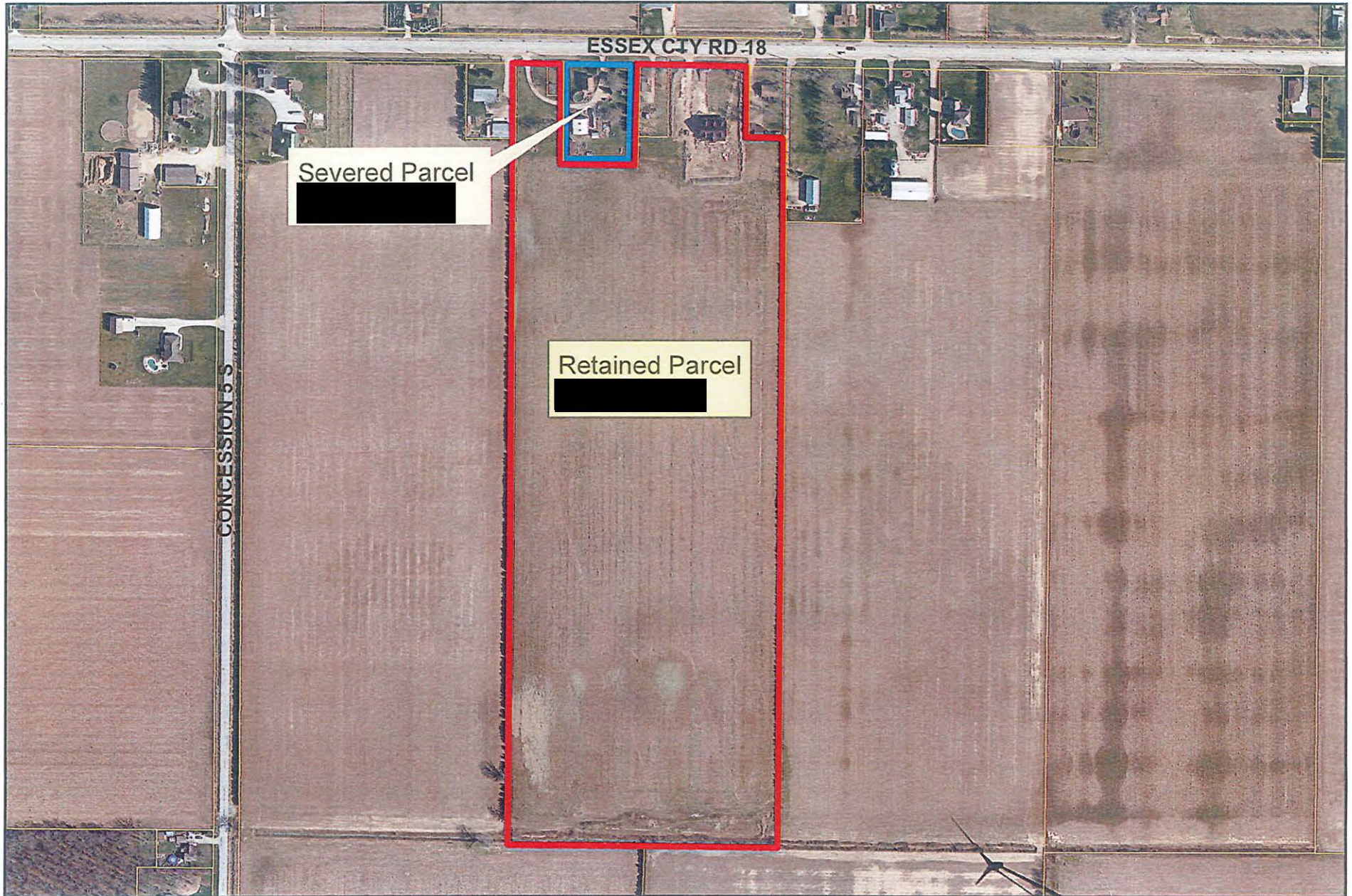
Jason Faucher Jan 30/19
Severed Property Owner 1 (printed) Date

Jason Faucher
Severed Property Owner 1 (signature)

Severed Property Owner 2 (printed) Date

Severed Property Owner 2 (signature)







The Corporation of The Town of Amherstburg

December 17, 2018

RE: Section 65 Drainage Apportionment – Consent B/22/18

Dear Homeowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 3841 Concession Road 3 North, Part Lot 12, Concession 3, in the former Geographic Township of Anderdon. This is in relation to the Application for Consent B/22/18, which proposes to sever a 0.482 acre (0.195 hectare) parcel of land from the existing agricultural parcel [REDACTED]; the retained 72.02 acre (29.15 hectare) parcel shall remain as vacant agricultural land (Roll No. TBD). The attached plan depicts the boundaries of the affected parcels.

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

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

1. **Dolphis Meloche Drain** – Report by E.O. LaFontaine, P.Eng., dated May 30, 1997, by-law 3093.

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

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

Sincerely,

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

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

1. Dolphis Meloche Drain

<u>DOLPHIS MELOCHE DRAIN</u>							
Existing Assessment – E.O. LaFontaine, P.Eng., May 30, 1997							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
3	PT Lot 12	10.12	██████	M & A Kosyk	\$ 1,618.00	\$ 2,732.00	\$4,350.00

<u>DOLPHIS MELOCHE DRAIN</u>							
Reapportionment – Application for Consent B/22/18							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
3	PT Lot 12	9.92	████	R Bastien	\$ 1,397.00	\$ 2,586.00	\$ 3,983.00
3	PT Lot 12	0.195	██████████	R Bastien	\$ 221.00	\$ 146.00	\$ 367.00

CORPORATION OF THE TOWN OF AMHERSTBURG

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

DOLPHIS MELOCHE DRAIN

Agreement between Raymond Bastien and The Town of Amherstburg for cost apportionment due to severance or sale of land in the Dolphis Meloche Drain drainage watershed or system.

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

DOLPHIS MELOCHE DRAIN							
Reapportionment – Application for Consent B/22/18							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
3	PT Lot 12	9.92		R Bastien	\$ 1,397.00	\$ 2,586.00	\$ 3,983.00
3	PT Lot 12	0.195		R Bastien	\$ 221.00	\$ 146.00	\$ 367.00

Raymond Bastien
Retained Property Owner 1 (printed)

Dec. 20, 2018
Date

Raymond Bastien
Retained Property Owner 1 (signature)

Retained Property Owner 2 (printed)

Date

Retained Property Owner 2 (signature)

Raymond Bastien
Severed Property Owner 1 (printed)

Dec. 20, 2018
Date

Raymond Bastien
Severed Property Owner 1 (signature)

Severed Property Owner 2 (printed)

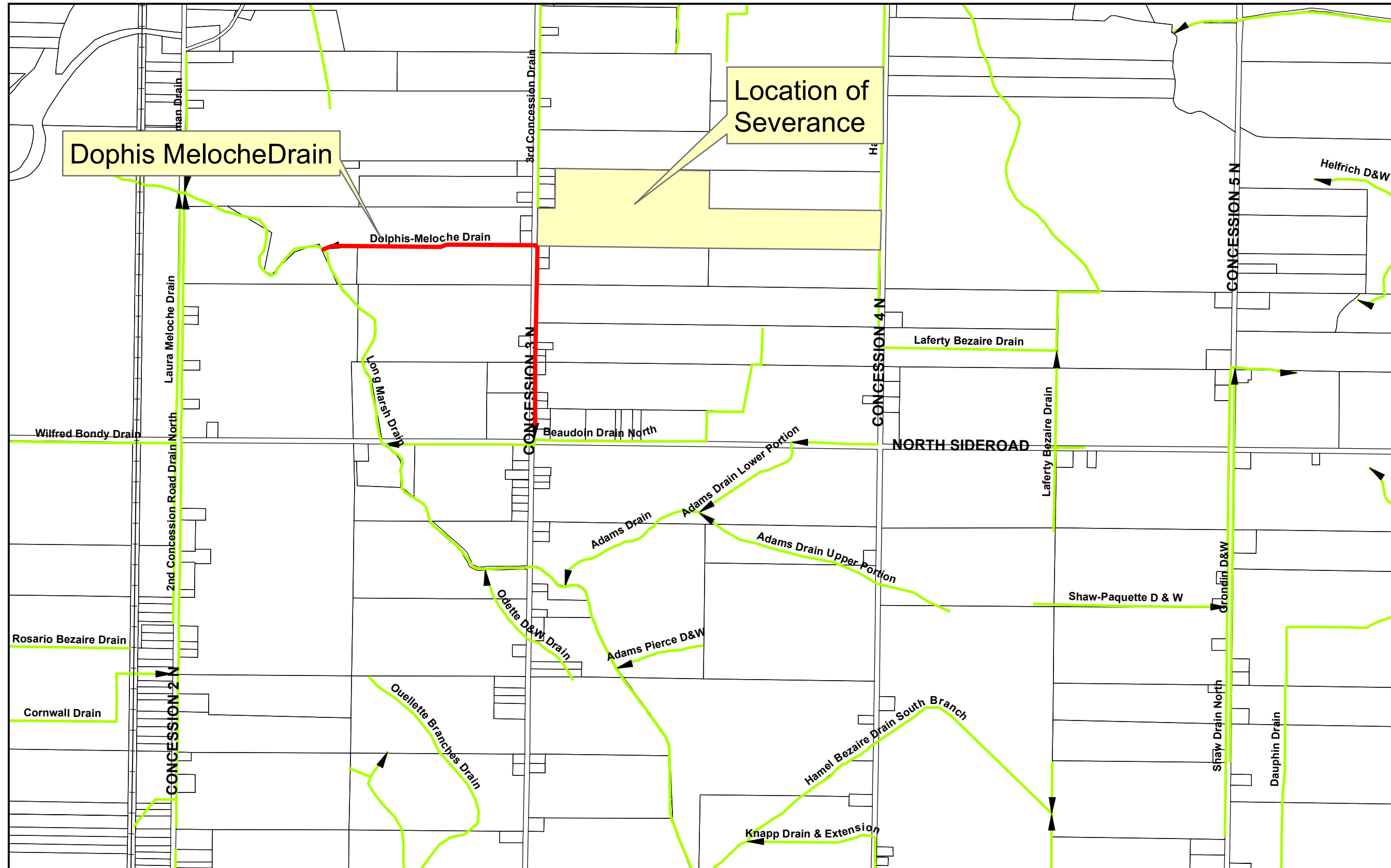
Date

Severed Property Owner 2 (signature)





Section 65 Drainage Apportionment Consent B/22/18 - Kosyk





The Corporation of The Town of Amherstburg

January 16, 2019

RE: Section 65 Drainage Apportionment – Consent B/20/18

Dear Landowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 77 Lakebeach Road, Lot 29 and 30 and part of Lot 31, RP 941, in the former Geographic Township of Malden. This is in relation to the Application for Consent B/20/18, which proposes to sever a 0.138 acre (0.056 hectare) parcel of land (Roll No. TBD) from the existing residential parcel. The retained 0.138 acre (0.056 hectare) parcel shall remain as residential land (Roll No. [REDACTED]). The attached plan depicts the boundaries of the affected parcels.

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

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

1. **Mickle Drain and Sunset Beach Pumping Scheme** – Report by W.J. Settingington, P.Eng., dated April 11th, 1975, by-law 1847.

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

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

Sincerely,

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

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

1. Mickle Drain and Sunset Beach Pumping Scheme

<u>Mickle Drain and Sunset Beach Pumping Scheme</u>							
Existing Assessment – W.J. Settingrington, P.Eng., April 11, 1975							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
Plan 941	Lts 29, 30 E1/2 Lt 31	0.101		M. Webster	\$ 0.00	\$ 65.00	\$65.00

<u>Mickle Drain and Sunset Beach Pumping Scheme</u>							
Reapportionment – Application for Consent B/20/18							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
Plan 941	Lts 29, 30 E1/2 Lt 31	0.056		S. Orsi	\$ 0.00	\$ 32.50	\$32.50
Plan 941	Lts 29, 30 E1/2 Lt 31	0.056		S. Orsi	\$ 0.00	\$ 32.50	\$32.50

CORPORATION OF THE TOWN OF AMHERSTBURG

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

MICKLE DRAIN AND SUNSET BEACH PUMPING SCHEME

Agreement between SANDRO ORSI and _____ for cost apportionment due to severance or sale of land in the MICKLE DRAIN AND SUNSET BEACH PUMPING SCHEME drainage watershed or system.

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

Mickle Drain and Sunset Beach Pumping Scheme							
Reapportionment – Application for Consent B/20/18							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
Plan 941	Lts 29, 30 E1/2 Lt 31	0.056		S. Orsi	\$ 0.00	\$ 32.50	\$32.50
Plan 941	Lts 29, 30 E1/2 Lt 31	0.056		S. Orsi	\$ 0.00	\$ 32.50	\$32.50

SANDRO ORSI
Retained Property Owner 1 (printed)

JAN 16/19
Date

Slu O
Retained Property Owner 1 (signature)

Retained Property Owner 2 (printed)

Date

Retained Property Owner 2 (signature)

SANDRO ORSI
Severed Property Owner 1 (printed)

JAN 16/19
Date

Slu O
Severed Property Owner 1 (signature)

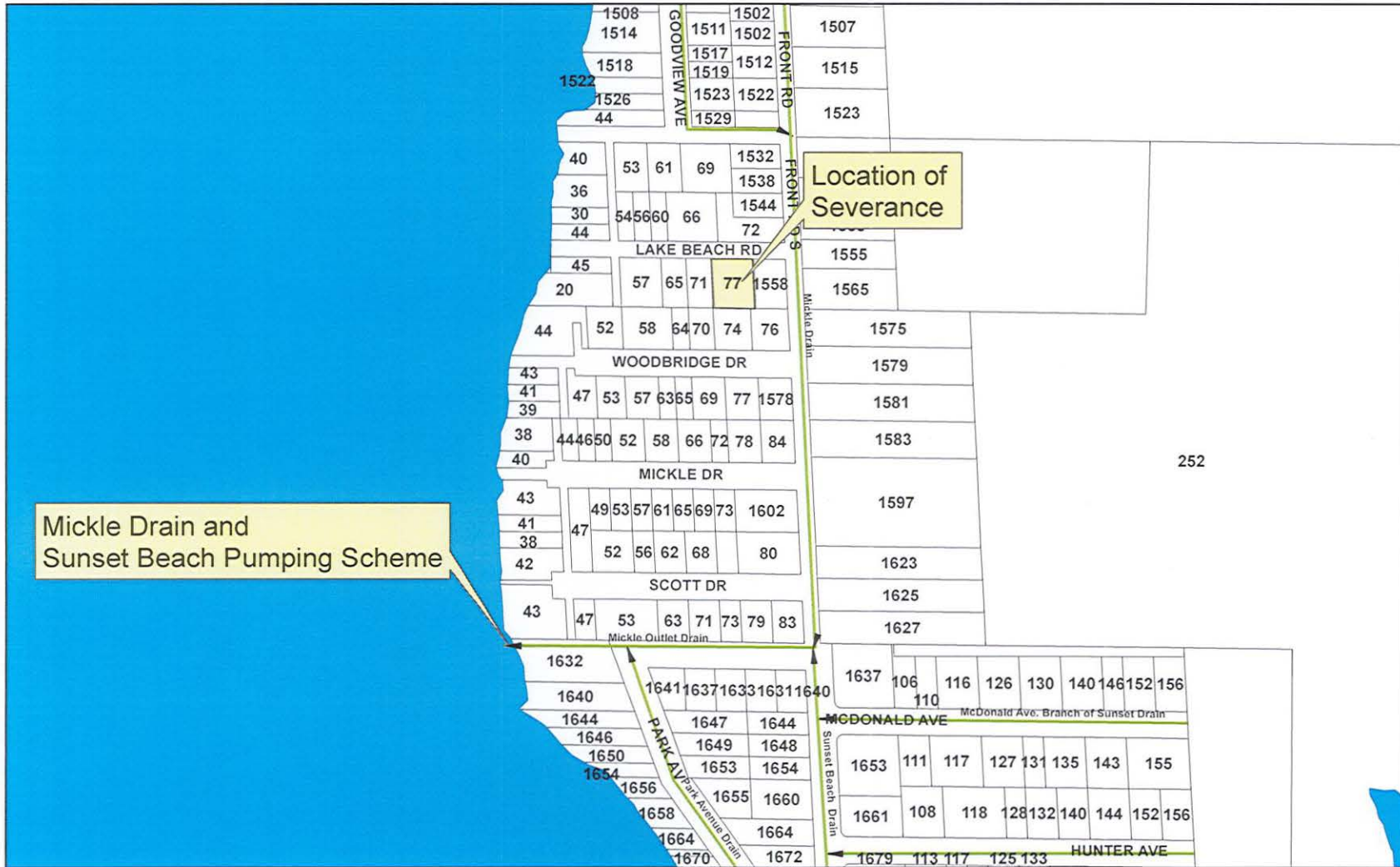
Severed Property Owner 2 (printed)

Date

Severed Property Owner 2 (signature)



**Section 65 Drainage Apportionment
Consent B/20/18 - Orsi**





The Corporation of The
Town of Amherstburg

**Section 65 Drainage Apportionment
Consent B/20/18 - Orsi**





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: Shane McVitty	Report Date: January 3, 2019
Author's Phone: 519 736-3664 ext. 2318	Date to Drainage Board: February 5, 2019
Author's E-mail: smcvitty@amherstburg.ca	Resolution #: N/A

To: Members of the Drainage Board

Subject: Hamel Drain – Engineering Appointment

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated January 3, 2019, regarding the Hamel Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from Raymond Bastien for the installation of a new access culvert over the Hamel Drain per Section 78 of the Drainage Act; and,
3. The Drainage Board recommend that the appointment of the firm of R. Dobbin Engineering Inc. for the repair and improvement to the Hamel Drain **BE APPROVED** by Council.

2. **BACKGROUND:**

On November 27th, 2018, Raymond Bastien submitted a request for the repair and improvement of the Hamel Drain.

3. DISCUSSION:

The Hamel Municipal Drain was last improved under a report authored by Halliday Pearson, P. Eng. dated January 17, 2014. The 2014 Pearson report dealt exclusively with existing culverts within the Hamel Drain. The report provided provisions for replacement of a number of culverts within the drain, including cost sharing for future works of maintenance for all culverts. Under this report, a culvert that was located at the subject property was entirely removed from the drain. At the time, the owner of the property elected not to replace the culvert as an alternative point of access to the farmland was available from Concession Road 3 North. Following a recent property ownership change, the new owner of the farm, Raymond Bastien, has indicated that access from Concession Road 4 North over the Hamel Drain will once again be required to facilitate his farming practises. Given that the 2014 Pearson report does not provide any engineering or cost-sharing provisions for the re-installation of the original bridge, a new engineering report is required.

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

4. RISK ANALYSIS:

The Bastien farm currently does not have any access over the Hamel Drain via Concession Road 4 North. Farm access is currently from Concession Road 3 North. This is not an ideal arrangement for the landowner that does not adequately address his farming needs. Although the installation of a new, engineered bridge presents very little risks to the functionality of the drain, denying access to private lands could put the Town at risk of litigation from the landowner.

5. FINANCIAL MATTERS:

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


6. CONSULTATIONS:

N/A

7. CONCLUSION:

Administration is recommending that the appointment of the firm of R. Dobbin Engineering Inc. for the repair and improvement to the Hamel Drain be brought to the

next Regular Council meeting for Council's consideration pursuant to the provisions of the Drainage Act.



Shane McVitty
**Drainage Superintendent and
Engineering Coordinator**

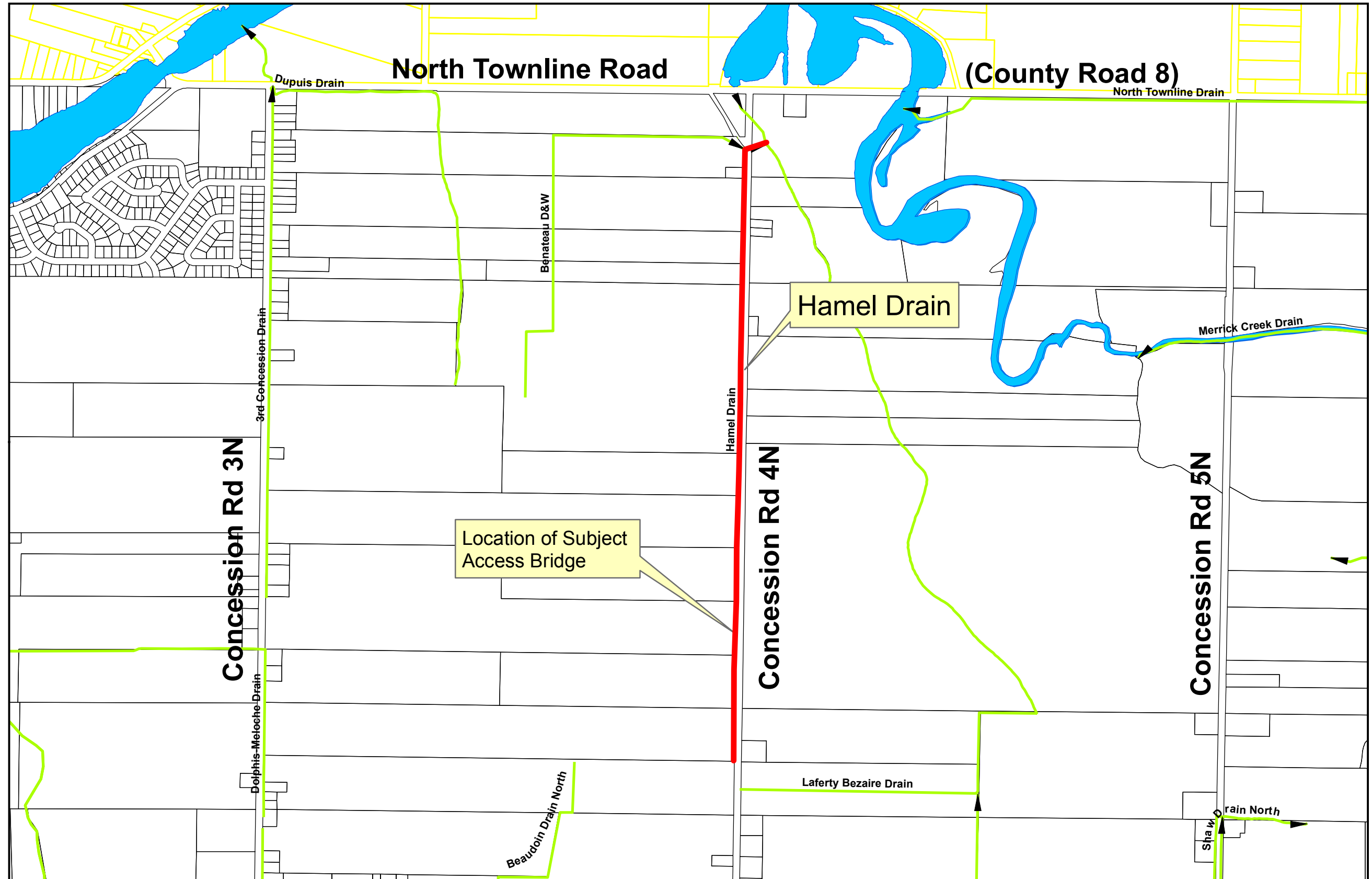
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Attachment(s):

- Request for Improvement submitted by Mr. Bastien
- Map of Hamel Drain



Hamel Drain





RECEIVED

NOV 30 2018

The Corporation of The Town of Amherstburg

REPAIR/IMPROVEMENT of a MUNICIPAL DRAIN

(Section 66, 76 and 78 Drainage Act)

FROM:

Raymond Bastien

DRAIN:

3rd Concession Drain North

I/We are the owner of the following land(s):

part Northwest one quarter of Lot 12 Con. 3 N, RP 726503,
part South West one quarter of Lot 12 Con. 3 N, RP 704429 and
part South East quarter

Roll Number(s):

[REDACTED]

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

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

Residential Bridge

Agricultural Bridge

New access bridge is requested off of
Concession 4 North for agricultural purposes.

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

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

Dated this 27 day of November, 2018.

Raymond Bastien
Signature of Owner

Signature of Owner

Telephone Number

Telephone Number



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: Shane McVitty	Report Date: January 3, 2019
Author's Phone: 519 736-3664 ext. 2318	Date to Drainage Board: February 5, 2019
Author's E-mail: smcvitty@amherstburg.ca	Resolution #: N/A

To: Members of the Drainage Board

Subject: Dupuis Drain – Engineering Appointment

1. RECOMMENDATION:

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated January 3, 2019, regarding the Dupuis Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from Raymond Bastien for the replacement of an existing access culvert over the Dupuis Drain per Section 78 of the Drainage Act; and,
3. The Drainage Board recommend that the appointment of the firm of R. Dobbin Engineering Inc. for the repair and improvement to the Dupuis Drain **BE APPROVED** by Council.

2. BACKGROUND:

On November 24th, 2018, Raymond Bastien submitted a request for the repair and improvement of the Dupuis Drain.

3. DISCUSSION:

The Dupuis Municipal Drain was last improved under a report authored by E.P. Sullo, P.Eng. dated October 14, 1980. The 1980 Sullo report generally provided for improvements along most of the length of the drain, including the lowering of two (2x) culverts. Prior to the 1980 Sullo report, the last report that was completed for repairs and improvements on the Dupuis Drain was in 1968 by C.G.R. Armstrong, P.Eng.

A recent inspection of the Bastien culvert in the Dupuis Drain by the Drainage Superintendent and Engineering Coordinator revealed that existing C.S.P. pipe was showing signs of heavy deterioration. The bottom of the culvert was observed to be rotting out and the headwalls were found to be in poor shape. Additionally, evidence of sink holes was noted in the driveway portion of the culvert. Following the inspection of the culvert and discussions with the owner, the Drainage Superintendent and Engineering Coordinator further provided Mr. Bastien with the process of replacing the access culvert under the Drainage Act. Mr. Bastien has also expressed an interest in having the drain fully enclosed where it passes through his farm.

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

4. RISK ANALYSIS:

The Bastien bridge within the Dupuis Drain has been identified as needing replacement and is in poor condition. This bridge provides access across the farm property presently owned by Raymond Bastien. Replacement of this bridge has been requested by the Mr. Bastien. Failing to appoint an engineer to evaluate this bridge and subsequently complete a report under the provisions of the Drainage Act in an expedient manner could place bridge users in jeopardy should the condition of the bridge continue to deteriorate. Also, the deterioration of culvert piping may permit gravel and earthen backfill to migrate into the drain. This can cause flow blockages, thereby decreasing the ability of the drain to efficiently convey water, resulting in an increased risk of water overtopping driveways and upstream flooding.

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

5. FINANCIAL MATTERS:

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

6. **CONSULTATIONS:**

N/A

7. **CONCLUSION:**

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

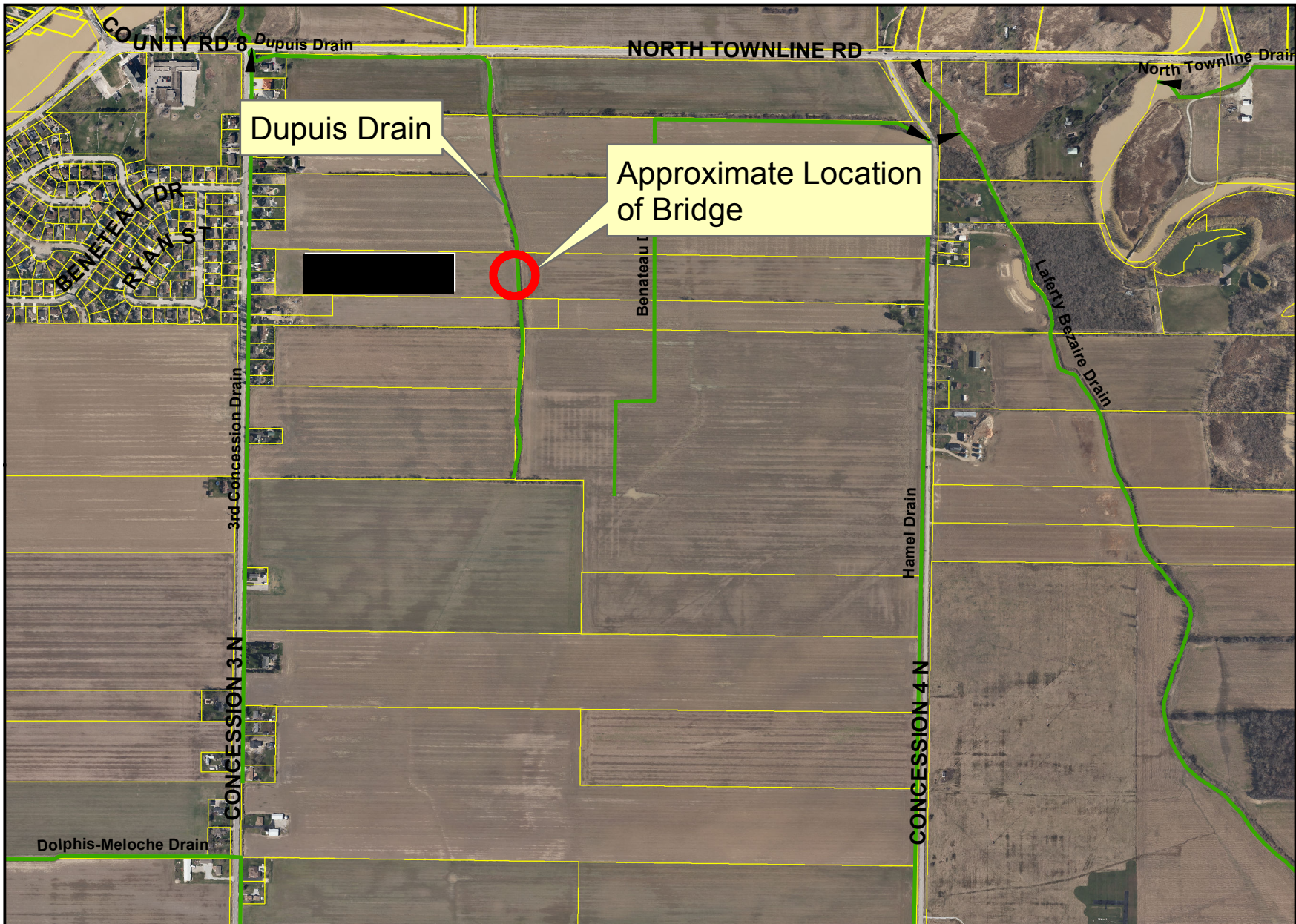


Shane McVitty
**Drainage Superintendent and
Engineering Coordinator**

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Attachment(s):

- Request for Improvement submitted by Mr. Bastien
- Map of Dupuis Drain





RECEIVED

NOV 30 2018

The Corporation of The Town of Amherstburg

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

FROM: Raymond Bastien

DRAIN: Dupuis drain

I/We are the owner of the following land(s): Con. 3 Pt Lot 14 RP 12R21348 Pt Part 1 29.25 AC

Roll Number(s): [REDACTED]

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

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

Residential Bridge

Agricultural Bridge

Existing culvert (access bridge) is in poor condition and near the end of its serviceable life. I would also request that my portion of the drain be ^{completely} enclosed with a culvert.

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

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

Dated this 24th day of November, 2018.

Raymond Bastien
Signature of Owner

[REDACTED]

Telephone Number

Signature of Owner

Telephone Number



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: Shane McVitty	Report Date: January 8, 2019
Author's Phone: 519 736-3664 ext. 2318	Date to Drainage Board: February 5, 2019
Author's E-mail: smcvitty@amherstburg.ca	Resolution #: N/A

To: Members of the Drainage Board

Subject: Section 4(1) Petition – Parks Drain – Engineering Appointment

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated August 21, 2018, regarding the Section 4(1) Petition – Parks Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the petition from Jon Parks for a new drainage works per Section 4(1) of the Drainage Act; and,
3. The Drainage Board recommend that the appointment of the firm of Dillon Consulting Ltd. to make an examination of the area requiring drainage as described in the petition and to prepare a report as prescribed in the Drainage Act, **BE APPROVED** by Council.

2. **BACKGROUND:**

On December 18th, 2018, Jon Parks submitted a petition to Council for a new drainage works under the Drainage Act.

3. DISCUSSION:

In June of 2017, the Committee of Adjustment approved the severance of five (5) new residential lots from the existing agricultural parcel 580-03400, located on County Road 20, approximately 500m west of Concession Road 6 South, in the former Geographic Township of Malden. As part of the conditions of the severance, the applicant, Mr. Jon Parks, is required to complete a drainage report to address perimeter drainage, rear yard drainage, and lot drainage for each new lot. Further, said drainage report shall determine and provide drainage and outlet into the Albert McGee Drain, located easterly of the new severances. The lands within the boundaries of the new parcels presently drain to the Albert McGee Drain via the existing roadside ditch along the north side of County Road 20. Drainage for each individual lot has been engineered and planned by the owner, with the proposed perimeter and lot drainage collected and discharged into the roadside ditch. Through consultation with the County, Mr. Parks has informed Administration that the County would be amenable to allowing the collected discharge of water into the roadside ditch provided that the ditch was converted to a Municipal Drain under the provisions of the Drainage Act. Since the ditch is presently not a Municipal Drain, a petition is required under Section 4 of the Act in order for this to take place.

Section 4 of the Drainage Act states:

- 4. (1) A petition for the drainage by means of a drainage works of an area requiring drainage as described in the petition may be filed with the clerk of the local municipality in which the area is situate by,*
- (a) the majority in number of the owners, as shown by the last revised assessment roll of lands in the area, including the owners of any roads in the area;*
 - (b) the owner or owners, as shown by the last revised assessment roll, of lands in the area representing at least 60 per cent of the hectareage in the area;*
 - (c) where a drainage works is required for a road or part thereof, the engineer, road superintendent or person having jurisdiction over such road or part, despite subsection 61 (5);*
 - (d) where a drainage works is required for the drainage of lands used for agricultural purposes, the Director. R.S.O. 1990, c. D.17, s. 4 (1).*

In this case the area requiring drainage, as suggested by the Petitioner, is the area bound by the limits of the severed parcels. Since each of these parcels are presently owned by Mr. Parks, Administration believes that the petition is valid according to S.4(1)(a) of the Act. However, it is the obligation of the engineer that is appointed by the Municipality to verify the validity of the petition as part of his duties. The verification of the petition's validity will be completed by the engineer as his first order of work on this project. If the engineer feels that the criteria outlined under Section 4(1) are not met, then he may establish the requirements for the petition to comply.

A motion was passed at the January 15, 2018 Council Meeting to authorize administration to utilize a roster for drainage services under the Drainage Act. Among others, Dillon Consulting Ltd. was selected to be included as part of this roster and is thereby eligible to prepare a drainage report pursuant to Section 4 of the Drainage Act for the creation of a new Municipal Drain.

4. RISK ANALYSIS:

Under the Drainage Act, landowners legally have the right to petition for drainage. The Drainage Act stipulates the criteria by which a petition is considered valid under Section 4(1). The petition is validated by an appointed engineer who measures the petition against the criteria set under Section 4(1). Prior to assigning the engineer to complete this task and the engineering report that follows, Council must decide whether they intend to proceed with the drainage works through the appointment of the engineer. Although the creation of a new municipal drain as requested by Mr. Parks presents very little risk to the drainage of the surrounding lands, denial of the petition could put the development of the five (5) residential lots in jeopardy. This in turn could put the Town at risk of litigation from the landowner. Based on this, Administration is recommending that the petition from Mr. Parks be received and that Dillon Consulting Ltd. be appointed to complete an engineering report under Section 4 of the Drainage Act.

5. FINANCIAL MATTERS:

If, upon his review, the engineer is of the opinion that a valid petition has not been filed, he is required to file a report to Council according to Section 9(4) of the Drainage Act which states:

Report of engineer

9(4) Where the engineer is of opinion that the petition does not comply with section 4, the engineer shall so report to the council of the initiating municipality stating wherein the petition is deficient, the amount of the engineer's fees and by whom they shall be paid, and the council shall forthwith send a copy of such opinion to each petitioner. R.S.O. 1990, c. D.17, s. 9 (4).

Based on Section 9(4), the payment of any engineering costs that may be incurred relating to work performed for a petition that is found to be invalid is determined by the engineer. Conversely, where the appointed engineer is of the opinion that the petition complies with Section 4, the financial implications and assessments will be determined by the engineer and will be provided in the schedule of assessment within the final engineering drainage report.

6. CONSULTATIONS:

N/A

7. **CONCLUSION:**

Administration is recommending that the appointment of the firm of Dillon Consulting Ltd. to make an examination of the area requiring drainage as described in the petition and to prepare a drainage report, be brought to the next Regular Council meeting for Council's consideration pursuant to the provisions of the Drainage Act.



Shane McVitty
**Drainage Superintendent and
Engineering Coordinator**

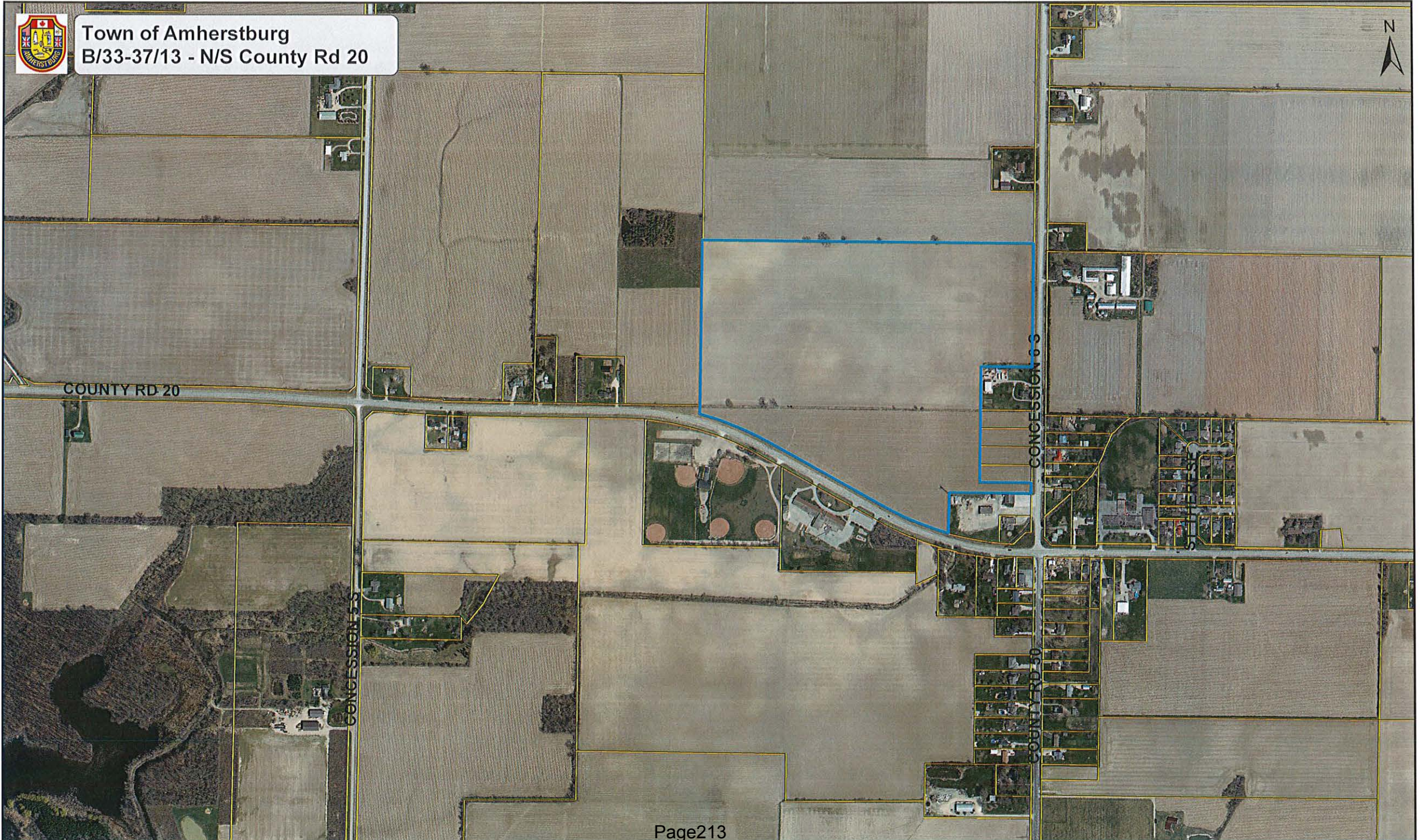
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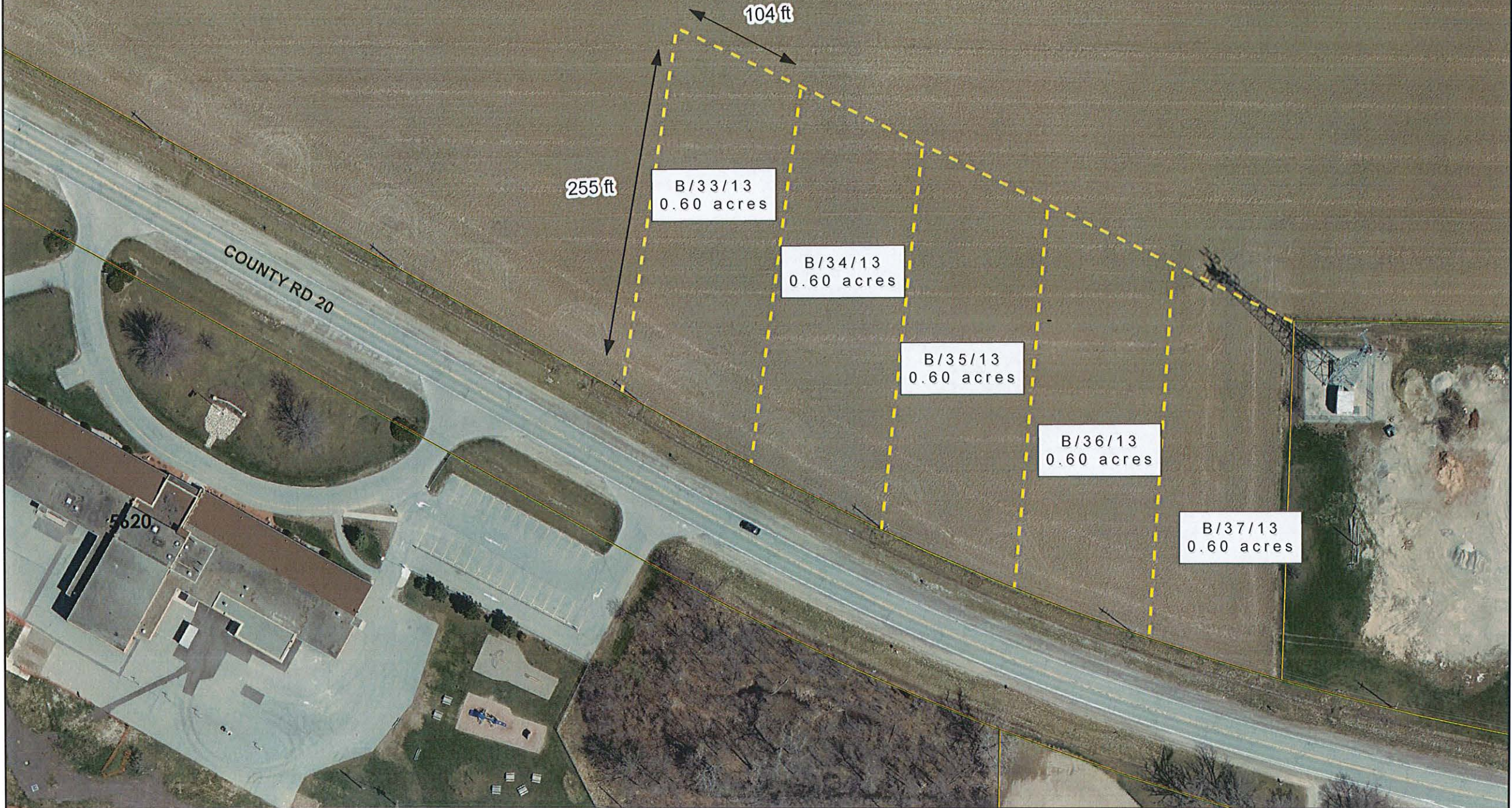
Attachment(s):

- Section 4 Petition submitted by Jon Parks
- Location and Aerial Maps of the Proposed Severances



Town of Amherstburg
B/33-37/13 - N/S County Rd 20





Petition for Drainage Works by Owners
Form 1

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the Town of Amherstburg

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

FARM LAND PROPERTY ON LOT 51 WEST OF
MARDEN MUNICIPAL YARD.
525 FEET ALONG NORTH SIDE OF ESSEX
COUNTY ROAD SIDE DITCH.
235 FEET DEEP.
• 60 ACRES

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.**Purpose of the Petition** (To be completed by one of the petitioners. Please type/print)Contact Person (Last Name) PARKS (First Name) JOH Telephone Number XXXXXXXXXXAddress
Road/Street Number | Road/Street Name
COUNTY ROAD 20Location of Project
Lot 51 Concession 5 Municipality MARDEN Former Municipality (if applicable)

What work do you require? (Check all appropriate boxes)

- Construction of new open channel
 Construction of new tile drain
 Deepening or widening of existing watercourse (not currently a municipal drain)
 Enclosure of existing watercourse (not currently a municipal drain)
 Other (provide description ▼)

CHANGE COUNTY DITCH TO A MUNICIPAL DRAIN
Name of watercourse (if known)

Estimated length of project PERIA LOAM

General description of soils in the area

What is the purpose of the proposed work? (Check appropriate box)

- Tile drainage only Surface water drainage only Both

Petition filed this 18 day of December 2018

Name of Clerk (Last, first name)

Parker, Paula

Signature



- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description
	FARM LAND lot 51 CON 5
Ward or Geographic Township	Parcel Roll Number
MAWDEFN	[REDACTED]

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
MARSH JON	[Signature]	DEC 14 th 2018

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	I have the authority to bind the Corporation. Date (yyyy/mm/dd)
Position Title	

Number	Property Description
Ward or Geographic Township	Parcel Roll Number

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	I have the authority to bind the Corporation. Date (yyyy/mm/dd)
Position Title	

Check here if additional sheets are attached Clerk initial

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D.17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.

Unfinished Business List - eScribe as at February 11, 2019

Agenda Item	Assigned To	Description
Preferred Autonomous Vehicles Test Corridor - Ontario Good Roads Association (OGRA)	Antonietta Giofu	Resolution # 20180528-188 Fryer/Pouget 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.
Print-to-Braille Accessibility for Municipalities - Emmanuel and Rebecca Blaevoet, Tactile Vision Graphics	Paula Parker	Resolution # 20180813-264 Fryer/Meloche That Administration BE DIRECTED to bring back a report back with recommendations to include braille in the next agenda or future agendas.
NEW BUSINESS	Nicole Rubli, Mark Galvin	Resolution # 20180910-301 Lavigne/Meloche That Administration BE DIRECTED to look at surrounding municipalities and their by-law regarding dogs and kennels and bring a report back for Council's consideration.
NEW BUSINESS	Nicole Rubli, Mark Galvin	Resolution # 20180910-302 Lavigne/Meloche That Administration BE DIRECTED to look at surrounding municipalities regarding fill by-laws and bring back a report for Council's consideration.
Request for By-law to Allow ATV's to Ride on Designated Roads - Kevin Schmidt and Shawn Ellenberger, Essex County ATV Club	Nicole Rubli, Mark Galvin	Resolution # 20180924-313 Fryer/Meloche That administration BE DIRECTED to hold a public meeting to consider ATV use on Town ROWs and bring back a report with recommendations.
October 6th, 2018 Rain Event	Antonietta Giofu	Resolution # 20181009-333 Pouget/Courtney That Administration BE DIRECTED to place a full page advertisement in the River Town Times to inform residents of the subsidy programs available to them regarding basement flooding and to send out an annual reminder as an insert with the tax notices; and further, provide a full report to Council regarding manhole covers.
Feasibility of Developing a Fee for Planting Trees on Public Land	Nicole Rubli, Mark Galvin	Resolution # 20181023-348 Pouget/Courtney That Administration BE DIRECTED to bring a back a report amending the User Fee By-law to contain a fee for the planting of a tree on the right-of-way; and, That the information be sent to the Parks and Recreation Advisory Committee.
UNFINISHED BUSINESS	Rebecca Belanger	Resolution # 20181023-356 Fryer/Courtney That Administration BE DIRECTED to bring the report regarding urban chickens along with permit fees for Council's consideration.

Unfinished Business List - eScribe as at February 11, 2019

Agenda Item	Assigned To	Description
Amherstburg Branding Strategy, Logo Design - Bronwyn Mondoux and Andrea Dyer, Cinnamon Toast New Media Inc.	Anne Rota	<p>Resolution # 20190114-004 Simone/Prue That: The presentation BE RECEIVED; All logos created BE BROUGHT FORWARD in a Public Consultation Session and a survey BE GENERATED to collect public input with respect to the logos; The logos BE SENT to the Heritage Committee and the Parks and Recreation Advisory Committee for their input; and, A report with the findings of the Public Consultation Session, the survey, and the input from the Committees BE BROUGHT to the February 25, 2019, Regular Council Meeting.</p>
Request for plaque at Toddy Jones Park Pavilion - Jennie Lajoie	Anne Rota	<p>Resolution # 20190128-TBD Meloche/McArthur That a 12x8 metal plaque be affixed on the exterior of the Toddy Jones Park Pavilion to designate it as the Karen and Mark Usher Gingerbread Warming House.</p>
Musculoskeletal Disorder (MSD) Prevention Policy	Michelle Rose, Cheryl Horrobin	<p>Resolution # 20190128-TBD Renaud/Simone That Administration BE DIRECTED to include Union language in the Health and Safety structure within the MSD Prevention Policy.</p>
Outstanding Receivables Amherstburg Festival Corporation - Resolution #20181210-410	Justin Rousseau, Cheryl Horrobin	<p>Resolution # 20190128-TBD Courtney/Prue That Administration BE DIRECTED to bring back an information report regarding Outstanding Receivables Amherstburg Festival Corporation after collections efforts have been exhausted.</p>
NEW BUSINESS	John Miceli	<p>Resolution # 20190128-TBD Courtney/Prue That Administration BE DIRECTED to bring back a report on a projected time frame for replacement of the lions pool and centennial ball diamonds including cost and recommendations for location as well as any other feasible options that may be available to the community.</p>

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2019-017

**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 February 11th, 2019, meeting of Council, are hereby adopted and confirmed, as if the same were expressly contained in this By-law;
2. THAT the Mayor and proper officials of the Corporation of the Town of Amherstburg are hereby authorized and directed to do all things necessary to give effect to the action(s) of the Council of the Corporation of the Town of Amherstburg during the said meetings referred to in paragraph 1 of this By-law;
3. THAT the Mayor and Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of the Corporation of the Town of Amherstburg to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 11th day of February, 2019.

MAYOR – Aldo DiCarlo

CLERK – Paula Parker