



Monday, March 9, 2020

6:00 PM

Council Chambers

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

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| | Pages |
|--|--------------|
| 1. CALL TO ORDER | |
| 2. NATIONAL ANTHEM | |
| 3. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF <i>(Public Council Meeting Agenda Items)</i> | |
| 4. PRESENTATIONS | |
| 4.1 ERCA 2019 Annual Report - Richard Wyma, ERCA General Manager/Secretary-Treasurer | 10 |
| That the presentation BE RECEIVED. | |
| 5. DELEGATIONS | |
| 5.1 <i>Amherstburg Dog Park Initiative - Alexandra Traubert</i> | 40 |
| That the delegation BE RECEIVED. | |

6. REPORTS – CORPORATE SERVICES

6.1 Amendments to Accounts Receivable - Collections Policy 46

It is recommended that:

1. Amendments to the Accounts Receivable - Collections Policy as directed by Council at their meeting of October 15, 2019 **BE RECONSIDERED** to maintain the delegation of authority levels for write-off of uncollectable trade accounts as approved February 28, 2016.

6.2 Court Security Prisoner Transportation Program - 2020 Funding Agreement 56

It is recommended that:

1. **By-law 2020-021** being a by-law authorizing the execution of the Agreement between the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (the Ministry) be taken as having been read three times, and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

6.3 *Municipal Modernization Program - Transfer Payment Agreement* 88

It is recommended that:

By-law 2020-024 being a by-law authorizing the execution of the Agreement between the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing be taken as having been read three times, and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same

7. REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

No reports at this time.

8. REPORTS – ENGINEERING AND PUBLIC WORKS

No reports at this time.

9. REPORT – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

9.1 Ontario Consultation – Cannabis Consumption Venues and Special Occasion Permits 116

It is recommended that:

1. Administration **BE AUTHORIZED** to submit the Ministry of the Attorney General feedback form as presented in Appendix “A” to the Ontario Consultation – Cannabis Consumption Venues and Special Occasion Permits report from the Manager of Licensing and Enforcement dated March 3, 2020.

9.2 Kingsbridge Subdivision Phase 5G - Proposed Redline Plan to Draft Plan Approval 151

It is recommended that:

1. Administration **BE DIRECTED** to **NOTIFY** the County of Essex that the Town of Amherstburg supports the minor change to the revised draft plan approval for Kingsbridge Subdivision Phase 5G as described in the report Kingsbridge Subdivision Phase 5G – Proposed Redline Plan to Draft Plan Approval from the Manager of Planning dated March 2, 2020.

9.3 Community Improvement Plan & Urban Design Guidelines 157

It is recommended that:

1. The draft Community Improvement Plan and Urban Design Guidelines **BE TABLED**; and
2. A public meeting **BE SCHEDULED** with a presentation by the consultant at that time.

10. REPORTS - CAO's OFFICE

10.1 Economic Development Advisory Committee Vacancy 277

It is recommended that:

1. _____ **BE APPOINTED** to the Economic Development Advisory Committee as detailed in the report regarding Economic Development Advisory Committee Vacancy; **OR**
2. Administration **BE DIRECTED** to advertise for the vacancy as per the Boards and Committee's Appointment Policy.

11. CONSENT CORRESPONDENCE

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

- 11.1 Funding Approval for Amherstburg Service Delivery Review - Letter from Minister Clark 281

12. CONSENT OTHER MINUTES

That the following minutes **BE RECEIVED**:

- 12.1 Seniors Advisory Committee Minutes - February 4, 2020 282

13. OTHER MINUTES

- 13.1 Drainage Board Meeting Minutes - February 6, 2020 288

It is recommended that:

1. The Drainage Board Meeting Minutes of February 6, 2020 **BE RECEIVED**; and
2. **By-law 2020-015** being a By-law to provide for a New Maintenance Schedule of Assessment for the Cornwall Drain based on the Drainage Report by N.J. Peralta Engineering Ltd. **BE PROVISIONALLY ADOPTED** by giving first and second reading and the Mayor and Clerk **BE AUTHORIZED** to sign same.

- 13.2 Amherstburg Accessibility Advisory Committee Minutes - February 27, 2020 332

It is recommended that:

1. The Amherstburg Accessibility Advisory Committee Minutes of February 27, 2020 **BE RECEIVED**; and,
2. Licensing and By-law Enforcement **INVESTIGATE** a means of providing incentive's, regulation, or, a combination of both, to achieve a higher proportion of accessible on-demand taxi's in the Town of Amherstburg.

14. UNFINISHED BUSINESS

| | | |
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| 14.1 | Unfinished Business List as at March 9, 2020 | 340 |
|------|--|-----|

15. NEW BUSINESS

16. NOTICE OF MOTION

17. BY-LAWS

| | | |
|------|---|-----|
| 17.1 | 2020-020 - Stop up, close and sell the road allowance described as Part of the original road allowance between Lot 6, Concession 1 and Lot 20, Concession 2 | 344 |
|------|---|-----|

(Housekeeping By-law)

That **By-law 2020-020** being a By-law to stop up, close and sell the road allowance described as Part of the original road allowance between Lot 6, Concession 1 and Lot 20, Concession 2, lying between the road allowance between Concession 1 & Concession 2 and Concession 1 & Concession 3, Amherstburg; save and except Parts 1 & 2 Plan 12R-21805 and described more particularly as PIN 70570-0661 be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

| | | |
|------|--------------------------------|-----|
| 17.2 | 2020-022 - Confirmatory By-law | 346 |
|------|--------------------------------|-----|

The **By-law 2020-022** being a by-law to Confirm all Resolutions of the Municipal Council Meetings held March 9, 2020, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

18. SPECIAL IN-CAMERA COUNCIL MEETING

That Council move into an In-Camera Meeting of Council directly following the

regular council meeting pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reasons:

Item A – Section 239(b) – personal matters about an identifiable individual, including municipal or local board employees.

Item B – Section 239(2)(b) - personal matters about an identifiable individual, including municipal or local board employees; and Section 239(2)(d) – labour relations or employee negotiations.

Item C - Section 239(2)(d) - Labour relations and employee negotiations

Item D - Section 239(2)(b) - personal matters about an identifiable individual, including municipal or local board employees, Section 239(2)(d) - labour relations, and Section 239(2)(e) - litigation or potential litigation





19. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

(In-Camera Council Meeting Agenda Items)

20. ADJOURNMENT

That Council rise and adjourn at p.m.

MARCH 2020

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|---|--|---|--|---|---|--|
| <p>1</p> <p>Turf Tots @ Libro 9-11 am \$3.25/child</p> | <p>2</p>  <p>Burn Permits Available at Town Hall or online</p> | <p>3</p> <p>Drainage Board Meeting Town Hall Council Chambers 6:00 pm Turf Tots @ Libro 10am-12pm \$3.25/child</p> | <p>4</p> <p>Busy Bodies @ Libro 10am-12pm \$3.25/child Drop-In Restorative Yoga @ Libro 7:30pm- 8:30pm \$8.25/person \$5.25/ages 60+</p> | <p>5</p>  <p>2020 Dog License application Available at Town Hall</p> | <p>6</p> <p>Drop-in Chair Yoga 10-11 am Drop-in Yin yoga 11am-12pm \$8.25/person \$5.25/senior @ Libro</p> <p>Drop-in Pickleball @ General Amherst \$5.25/person 6-8pm</p> | <p>7</p> <p>DAYLIGHT SAVING TIME</p>  <p>BEGINS</p> <p>No Public Skating @ Libro Tonight No Drop-in Yoga Today @ Libro</p> |
| <p>8</p> <p>Turf Tots @ Libro 9-11 am \$3.25/child</p> | <p>9</p> <p>Regular Council Meeting Town Hall, Council Chambers 6:00 p.m. Registration Open for Spring Programs @ Libro (519) 736- 5712</p> | <p>10</p> <p>Mayor's Youth Advisory Committee Meeting 5 pm Energy Zone Libro Centre Turf Tots @ Libro 10am-12pm \$3.25/child</p> | <p>11</p> <p>Parks and Recreation Advisory Committee Meeting 6 p.m. Council Chambers Busy Bodies @ Libro 10am-12pm \$3.25/child Drop-In Restorative Yoga @ Libro 7:30pm-8:30pm \$8.25/person \$5.25/ages 60+ Amherstburg Rotary Annual Pasta Dinner, K of C</p> | <p>12</p> <p>Heritage Committee Meeting 5:30 p.m. Council Chambers</p> | <p>13</p> <p>Drop-in Pickleball at General Amherst 6-8pm \$5.25</p> <p>Recycle</p>  | <p>14</p> <p>Public Skating 4:15pm – 6:15 pm @ Libro</p> |

MARCH 2020

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| | | | | | | |
| <p>15</p> <p>Turf Tots @ Libro 9-11 am \$3.25/child</p> | <p>16</p> | <p>17</p>  <p>Turf Tots @ Libro 10am-12pm \$3.25/child</p> | <p>18</p> <p>No Busy Bodies today</p> <p>No Yoga @ Libro Tonight</p> | <p>19</p>  <p>1ST Day of Spring!</p> | <p>20</p> <p>No Yoga Today @ Libro</p> <p>No Drop-in Pickleball Tonight at General Amherst</p> | <p>21</p> <p>Last Night of Public Skating 4:15pm – 6:15 pm @ Libro No Yoga Today @ Libro</p> |
| <p>22</p> <p>Turf Tots @ Libro 9-11 am \$3.25/child</p> | <p>23</p> <p>Special Council Meeting – Planning Town Hall, Council Chambers 5:00pm</p> <p>Regular Council Meeting Town Hall, Council Chambers 6:00 p.m.</p> | <p>24</p> <p>Audit and Finance Advisory Committee Meeting 5:30 p.m. Council Chambers</p> <p>Turf Tots @ Libro 10am-12pm \$3.25/child</p> | <p>25</p> <p>Busy Bodies @ Libro 10am-12pm \$3.25/child</p> <p>Restorative Yoga @ Libro 7:30pm-8:30pm \$8.25/person \$5.25/ages 60+</p> | <p>26</p> <p>Accessibility Advisory Committee Meeting 5 p.m. Board Room Town Hall</p> <p>White Goods Pick Up (Last day to call for a pick up is March 20th)</p>  | <p>27</p> <p>No Drop-in Pickleball Tonight at General Amherst</p> <p>Recycle</p>  | <p>28</p> |

MARCH 2020

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| 29 | 30 | 31 | | | | |
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Town of Amherstburg Delegation Request Form

I wish to appear before:

- Council
- Advisory Committee of Council Specify: _____

Date of Meeting: Monday, March 9, 2020

Name of Delegate(s): Richard Wyma, General Manager/Secretary-Treasurer and if available, Kieran McKenzie, Chair and/or Tania Jobin, Vice-Chair

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

Phone: 519-776-5209 ext 354 Email: nkupnicki@erca.org

Attending as an Individual

Representing a Group/Organization Essex Region Conservation Authority (ERCA)
(Name of Group/Organization/Business)

Have you contacted Administration regarding this matter? Yes No

If yes, who? _____

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 #.

Mr. Richard Wyma, General Manager/Secretary-Treasurer of ERCA, to present ERCA's 2019 Annual Report based on ERCA's goals and objectives for 2020 based on our Sustainability Plan 2016-2025. Mr. Wyma may be accompanied by ERCA's Chair or Vice Chair.

We will be presenting our 2019 Annual Video and would require a screen, projector, speakers
https://www.youtube.com/watch?v=TA2Ju4ojgv0&feature=emb_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:

****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: _____ Request Received by (initials): _____

Request relates to: _____

Staff Report: _____ Staff Name: _____

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.



Essex Region Conservation

The Essex Region Conservation Authority is a local watershed management agency, incorporated under the *Conservation Authorities Act* (1946). Since our establishment in 1973, we have been dedicated to protecting, restoring, and managing the natural resources of the Essex Region. Today, as one of 36 conservation authorities in Ontario, ERCA is committed to the core founding principles of the *Conservation Authorities Act*: watershed jurisdiction, local decision-making, and funding partnerships.

ERCA works with residents and communities, our nine member municipalities, senior levels of government, and agencies to: increase natural area coverage through tree planting and habitat restoration, improve water quality across our watersheds and our Great Lakes, protect people and property from flooding and erosion, and further our understanding of the environment through science and education. Our goal is a sustainable future, a vibrant economy, and a region we can all be proud of - one where people will want to live, work, play, and invest in.

ERCA At-A-Glance

The Essex Region is an 1,841 square kilometre area of land that spans nine municipalities.. It is the southern-most part of the Carolinian Life Zone and contains some of Canada's most significant natural areas. Unlike most other Conservation Authorities, which generally focus on one large watershed, our region includes the watersheds of the Detroit River, Lake St. Clair, and western basin of Lake Erie. It is surrounded by almost 300km of Great Lakes shorelines, the largest freshwater system in the world. The region is blessed with a climate and geography that supports a rich agricultural and industrial tradition that has supported growth in our region. But, there are also significant challenges.

Our landscape has been intensively developed. In 200 years, we've drained more than 95% of our wetlands, lost almost all of our tall grass prairie and cleared more than 90% of our forests. What's left is disconnected and fragmented. Our Great Lakes watersheds are impacted by invasive species, nutrients, phosphorous and blue green algae. The water quality of our rivers and streams is degraded, which impacts aquatic wildlife, increases drinking water treatment costs, and negatively impacts recreational use such as swimming and boating. Changing and unpredictable climate patterns are causing significant flooding, impacting our shorelines, and creating erosion problems. And the frequency of these types of rainfall events are expected to increase.

Indeed, few parts of Canada have been as extensively developed as Essex Region. As a result, planning for growth and resilient communities and climate change will require different strategies and a more integrated approach.



OUR STRATEGIC DIRECTION

The **Place for Life** reinforces that all elements of a place are interconnected – our community, its environmental health, healthy lifestyles for our citizens, and our economy. Life recognizes our living, thriving and sustainable natural systems. Life refers to the people of our community – their health and protection and our shared heritage. We embrace this place and make it our home. For life.

We **envision** Essex Region as a sustainable, resilient and vibrant place with healthy and thriving watersheds, Great Lakes and a green culture.

Our **mission** is to improve our environment to enrich our lives.

ERCA delivers its programs and services to municipalities and residents in keeping with the *Conservation Authorities Act* (1946). Our 2016-2025 Strategic Plan: Sustaining the Place for Life provides the basis for our decision-making and priorities over the decade in five key areas:

1. **The climate will continue to change.** Efforts to slow climate change must continue, but we need to help our partners prepare to adapt to its impacts.
2. **The Great Lakes are our most significant natural resource.** Our 2017 Watershed Report Card identified failing grades in virtually every watershed. More must be done to protect and improve water quality.
3. **Our habitats are among the most significant in Canada.** We have planted more than 6 million trees and achieved 8.5% natural area coverage. But more action is needed to reach our 12% target.
4. **Our urban areas will continue to grow and expand.** ERCA will need to continue to work with all partners to plan sustainable communities that reduce urban sprawl, are walkable, have a healthy food supply and incorporate green infrastructure.
5. **ERCA is a sustainable, resilient and valued agency.** To achieve a state of sustainability for the Essex Region, ERCA must be sustainable as an organization

SUSTAINING THE PLACE FOR LIFE

Conservation Authorities are recognized for their efforts to address regional challenges through integrated watershed planning and management. The recently updated *Conservation Authorities Act* changes the way conservation authorities deliver programs and services, but continues to recognize that the objects, or mandate, of Conservation Authorities remains conservation, restoration, development and management of natural resources, which we do on a watershed basis.

As an integrated watershed management agency, our business is built on programs and services that support our region's ecological, social, and economic health. ERCA's staff that are recognized experts across numerous professional fields and while we have a long and accomplished history as expert practitioners, we don't do it alone. We are continually establishing and reaffirming partnerships at every level to support our vision and mission, which we deliver through five Service Areas described below with highlights for 2020.

WATERSHED MANAGEMENT SERVICES

Watershed Management Services ensures that development in the Region progresses in a sustainable manner, is directed away from natural hazards, protects natural heritage features, and protects our water resources.

- Update ERCA's Place for Life Policies to reflect recent changes to the *Conservation Authorities Act* (2017, 2019) and current provincial direction and best practices.
- Negotiate Municipal Memorandums of Understanding to provide clarity around ERCA's involvement in plan input and planning applications under the *Planning Act*.
- Undertake a 3rd party Fee Analysis including engagement with municipalities, the development sector and the Windsor Essex Economic Development Corporation.
- Continue to improve client services by seeking ways to reduce review timelines in keeping with Conservation Ontario Client Services Standards guidelines.
- Coordinate regional Hazard Mapping/Risk Assessment Scoping and Prioritization program with Municipalities, City of Windsor and County of Essex

- Assist in the development of Shoreline Management Plans in Lakeshore, Leamington and lead the Little River Hazard Mapping study at the request of Windsor
- Work with partners to develop short- and long-term plans to address the existing and expected impacts to our region as a result of current and future water levels, flood and erosion hazards, and climate change.
- Implement upgrades and expansions to the Essex Region Watershed Monitoring network including ERCA and municipal Climate Stations to assist in providing flood response, monitoring and reporting

CONSERVATION SERVICES

ERCA's Conservation Services programs protect, restore, and manage natural heritage areas and systems within ERCA's watersheds.

- Construct new pedestrian bridge over a municipal drain on the Cypher Systems Group Greenway to improve trail safety and not impact aquatic habitat.
- Complete road and facilities improvements, and develop a new wetland/ cycling facility at Holiday Beach (with Amherstburg Community Foundation).
- Finalize design and construct new Heritage Centre and shoreline protection at the John R. Park Homestead.
- Continue to replace entrance signs and directional signs leading to our Conservation Areas and explore opportunities for new or leveraged investment in capital facilities and infrastructure.
- Complete management plans for Cedar Creek and John R. Park Homestead.
- Facilitate the donation of the Collavino wetland to ERCA and the initiation of a management plan to allow the public to enjoy this site.
- Initiate the construction of the Peche Island erosion protection and fish habitat project with partners (City of Windsor, SwimDrinkFish, Environment Canada)

WATERSHED RESEARCH SERVICES

ERCA's Watershed Research Services programs protect our local watercourses and drinking water through increased uptake up of agricultural Best Management Practices, enhanced monitoring and policy implementation.

- Complete 45 Risk Management Plans to address Significant Drinking Water Threats on behalf of municipalities and complete Section 36 Assessment Report, Annual Report, and updates to the Essex Region Source Protection Plan Section.

- Continue development of a regional Phosphorus Management Plan and calculation of phosphorous loading in Leamington tributaries.
- Expand water quality monitoring program with support from the OSCIA through the ONFarm program and MECP, and initiate a new partnership with Agriculture Canada as part of Canada's Living Lab program.
- Develop and implement over 50 nutrient and soil health projects with the farming community.
- Host a 2020 WEC3 workshop series, which will include sessions such as Corporate Energy Planning, Asset Management, and Stormwater Financing to help municipalities prepare and plan for climate change.
- Initiate County-wide Municipal Energy Plan with County of Essex, county municipalities, residents and industry.
- Create the range of tools and implement actions identified in the Climate Change Communications Strategy for shared use amongst all municipalities.

COMMUNITY OUTREACH SERVICES

Community Outreach Services are critical to engaging regional partners in conservation practices toward climate action and a sustainable environment.

- Scale up the pilot Indigenous Education Program to all school boards in partnership with local First Nations
- Expand school-based programs offerings during shoulder season to broaden impact while responding to increasing bussing cost pressures.
- Enhance Citizen Science programs to meet regional environmental objectives, streamline schoolyard greening and corporate engagement events.
- improve nature and heritage event implementation to engage more participants and develop metrics to better evaluate engagement strategies and initiatives.
- Continue to evaluate, innovate and implement improvements across our digital platforms for streamlined and enhanced customer service.

CORPORATE SERVICES

Corporate Services provides leadership and management in the delivery of services central to the successful functioning of the entire organization. Corporate services is an enabling service and supports the other Program areas in the organization.

- Participate in consultations towards the development of new regulations pursuant to the *Conservation Authorities Act* to find the best local solutions to support community resilience.

- Finalize a comprehensive procurement policy to address changing needs and support fair and transparent procurement.
- Update the asset management plan, with long term financial strategy, to ensure a sustainable approach to asset replacement.
- Develop new 5-Year Sustainability/Business Plan to support the Strategic Plan and ensure that ERCA has the appropriate resources and is managed in the most effective and efficient way..
- Develop a succession plan to identify, develop and evaluate organizational needs
- Finalize negotiations for new Collective Agreement
- Beta-test new file management system with Corporate Services and Watershed Management Files.
- Launch an Open Data portal for public access to spatial data holdings and a self-service purpose driven GeoCortex property explorer to aid landowners to determine if their property is subject to ERCA regulations.

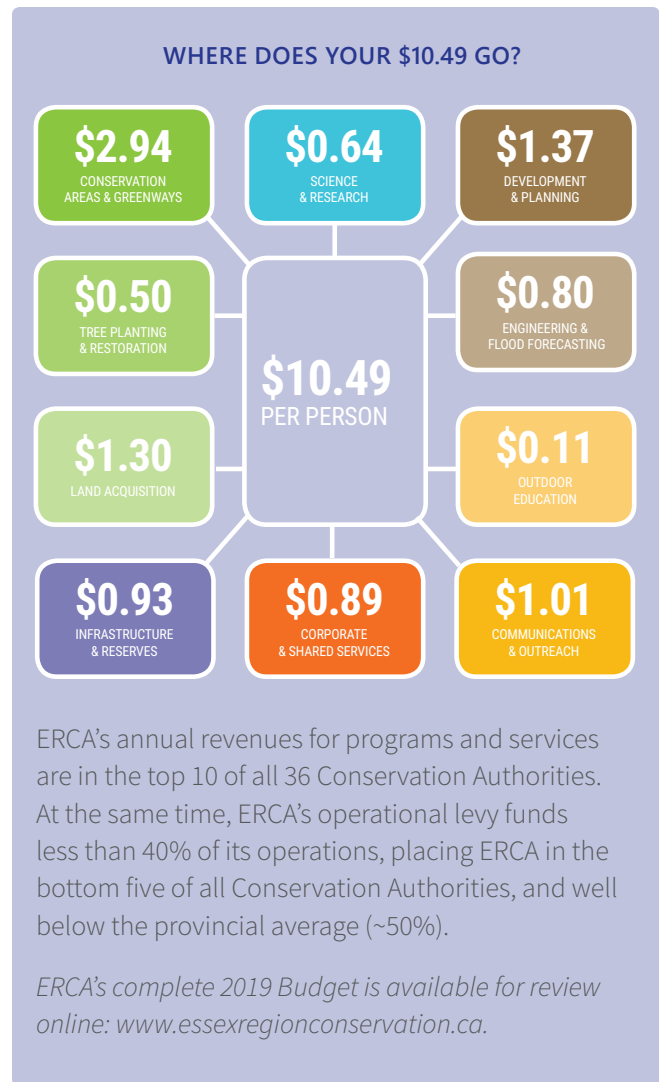
FUNDING CONSERVATION

ERCA's 2020 Budget totals \$10,576,317, which includes a total levy contribution of \$3,386,667. This represents an increase of \$148,000, or \$0.49 per person (\$10.00 to \$10.49 per person) though the actual cost per household (\$250,000) decreased by \$0.12 to \$19.57. The levy increase is primarily a result of the decrease in provincial transfer payments relating to the Flood Forecasting program (\$98,000) and costs associated with human resources.

The budget includes \$2.625 million in municipal special project funding, and \$2.6 million in fee for service revenues. Only 14% of ERCA's budget is funded through Federal Grant (10%), Provincial transfer (2% - natural hazards and source water protection) and Provincial grant (1.2% - Detroit River, Museum Operating Grant, Phosphorous monitoring program) funding.

While this builds a strong case for support, more action is needed to improve the health of our watersheds, reduce phosphorous and blue-green algae in our lakes, provide open spaces and trails that are accessible for people to use, connect and restore forests, wetlands and habitats.

These are essential for sustainable communities to build resilience to climate change, and importantly, attracting and retaining the talent this region desires and deserves.



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- youtube.com/**TheEssexRegionCA**

Contact Us

Essex Region Conservation Authority

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Essex Region Conservation
the *place* for life

2019



Annual
Report



“ Our programs and services are critically important to addressing serious challenges in the region. ”

A Message From The Vice Chair

There’s no question that 2019 was a year of unprecedented challenges. We were under an extended flood watch from April until October, and communities across our region felt the devastating impacts of 12 separate flood events. ERCA staff worked vigilantly – in some cases around the clock – to monitor conditions, provide warnings and assist in flood responses.

During this very difficult time, the Province of Ontario cut the funding allocation toward flood and erosion protection by 50%. Despite this significant cut, ERCA’s longstanding role in protecting the citizens of Windsor, Essex County and Pelee Island continued to prove crucial to the safety of our region’s residents.

Our programs and services are critically important to addressing serious challenges in the region – land degradation, natural

area coverage, water quality, phosphorous and harmful algal blooms, climate adaptation, and sustainable communities. The conservation areas, greenways and trails ERCA provides are key to our tourism industry, economic development and most importantly, the livability of our community.

As municipalities, we collectively identify the priority projects required within our watershed region through our strategic planning, sustainability planning and annual budgeting processes. Our Board and Administration follow the core principle of the *Conservation Authorities Act*: that people living close to the problems are required to solve them; that an Authority only undertakes programs and projects it could face economically, culturally and democratically. Indeed, a conservation authority like ERCA flourishes because

our residents and communities recognize the critical need for the programs and services we deliver within our watershed region.

On behalf of the Board of Directors, I’d like to extend my heartfelt appreciation to all of the partners, volunteers, residents and stakeholders who have come together this year to help create a more resilient and sustainable future for our region.

It is only by moving forward together, that we can improve our resiliency to climate change and ensure our region is the Place for Life.

Sincerely,
Tania Jobin

Tania Jobin
ERCA Vice Chair



“ The Conservation Authority model is more relevant today than ever. ”

A Message From The General Manager

In the 1940s, forestry, agricultural, naturalist and sportsmen’s groups began expressing concern that much of Ontario’s natural resources were in an ‘unhealthy state’ as a result of poor land, water and forestry practices. Though the responsibility for managing natural resources lay with the province, these groups argued that the scale of the problem required a new approach.

The province listened, and in 1946, the *Conservation Authorities Act* was passed, creating a tool that enabled municipalities, in partnership with the Province, to establish a Conservation Authority with a mandate “to provide, in the area over which it has jurisdiction, programs and services designed to further the conservation, restoration, development and management of natural resources other than gas, oil, coal and minerals”. Importantly, the legislation recognized that the

problems and their solutions are integrated, that decisions are best made by those living closest to the problem, and demanded that action be taken on a watershed basis.

Today, we are facing challenges of a similar scale and scope as a result of changes to our landscape. In fact, at a time when Canada is warming nearly twice as fast as the global average, and when we are experiencing catastrophic flooding throughout the region, the effective and efficient integrated watershed management approach taken by ERCA and all Conservation Authorities is more important than ever before.

Solutions to these problems are interconnected and need to be delivered on a watershed basis. Indeed, tree planting and restoration, agricultural stewardship, protecting and monitoring the health of our Great Lakes, a coordinated

approach to addressing climate change, and robust education and outreach programs are all critical to building a healthy and sustainable community that is resilient to change.

This year, in response to changes to the *Conservation Authorities Act* and the structure of program deliver, our Board of Directors, our municipal partners and the community were clear: the Conservation Authority model is more relevant today than ever; and the integrated watershed management approach is vitally important to the future of our region, the health of our residents and the Province of Ontario.

Yours in Conservation,

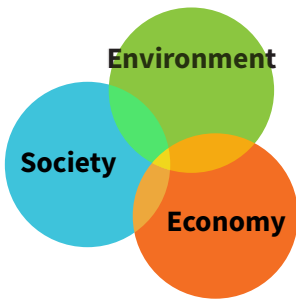
A handwritten signature in black ink, appearing to read 'Richard J. H. Wyma'.

Richard J. H. Wyma
General Manager / Secretary Treasurer

Integrated Watershed Management

Integrated Watershed Management manages human activities and natural resources on a watershed basis, taking into account social, economic and environmental issues, as well as local community interests. It is the most effective way of managing environmental impacts and our changing climate, and is the approach used by Conservation Authorities across the province.

Integrated Watershed Management:

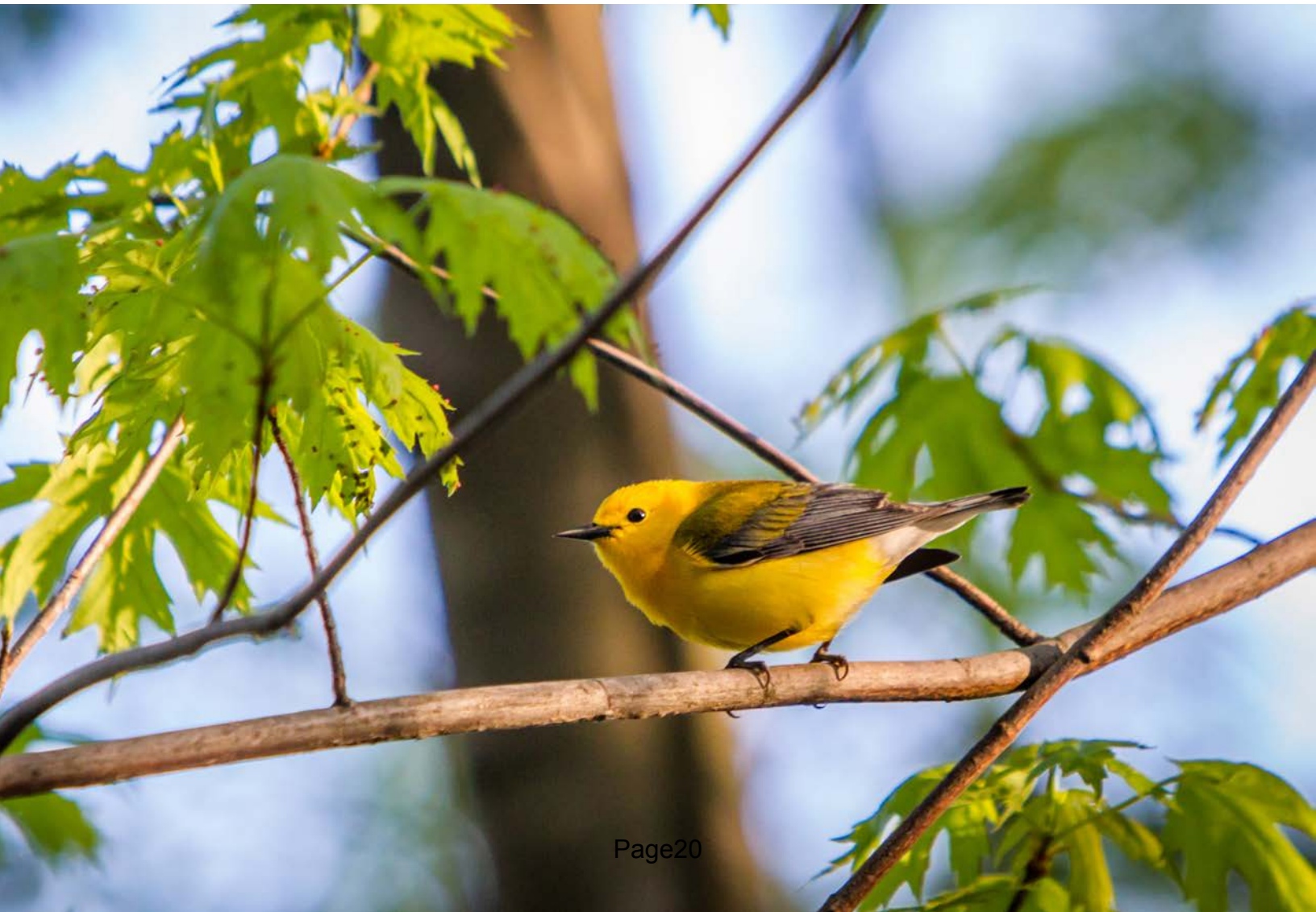


1. Is watershed-based, informed by science
2. Requires us to manage natural resources and human activities together
3. Considers the interests and needs of not just the environment but also the economy and society because they are connected and impact each other in good and bad ways
4. Relies on an adaptive management approach which establishes a plan, implements the plan, monitors and reports, and then re-evaluates and updates the plan, if necessary
5. Needs collaborative governance at many levels for shared decision-making and priority setting



Watershed Highlights

In 2019, we continued to implement the priorities identified in our Strategic Plan. Our programs and services are delivered using an integrated watershed management approach – recognizing that all elements of the environment, our economy, and our region’s well-being are interconnected and critical to the sustainability of our region. The following highlights are a snapshot of the projects and programs implemented this year to enrich and sustain the Essex Region as *the Place for Life*.



Climate Change

Our region experienced the impacts of our changing climate, perhaps more profoundly than any other in Ontario.

Following a Flood Watch that extended for more than six months, and 12 separate flood events, there's no question that the need to change our actions to reduce greenhouse gas emissions, slow climate change and adapt to its impacts, is more urgent than ever before. This year, in taking action to address our changing climate, we:

Initiated the Windsor Essex Climate Change Collaborative (WEC3) which includes sector-based implementation teams, including Human Health, the Built Environment, Natural Hazards, Agriculture, Nature & Ecosystems, and Energy; and developed a framework for assessing climate change impacts for these sectors.

Monitored record high lake levels and weather conditions resulting in 48 Watershed Condition days, 147 Flood Watch days and 25 Flood Warning days.

Hosted four High Water Information Workshops in Lakeshore, Windsor, Kingsville and LaSalle, facilitating knowledge exchange with over 1,500 residents.

Monitored 30 Climate Stations, including 18 within the City of Windsor. Initiated discussions with Lakeshore and Essex regarding siting and integrating 6 additional stations.

Created a Climate Change Communications Strategy to help stakeholders at all levels understand local impacts of climate change and actions that can be taken toward mitigation and adaptation.

Initiated a project to review tree species choices and utilization of genetic diversity via local or non-local seed, in partnership with the Forest Gene Conservation Association.

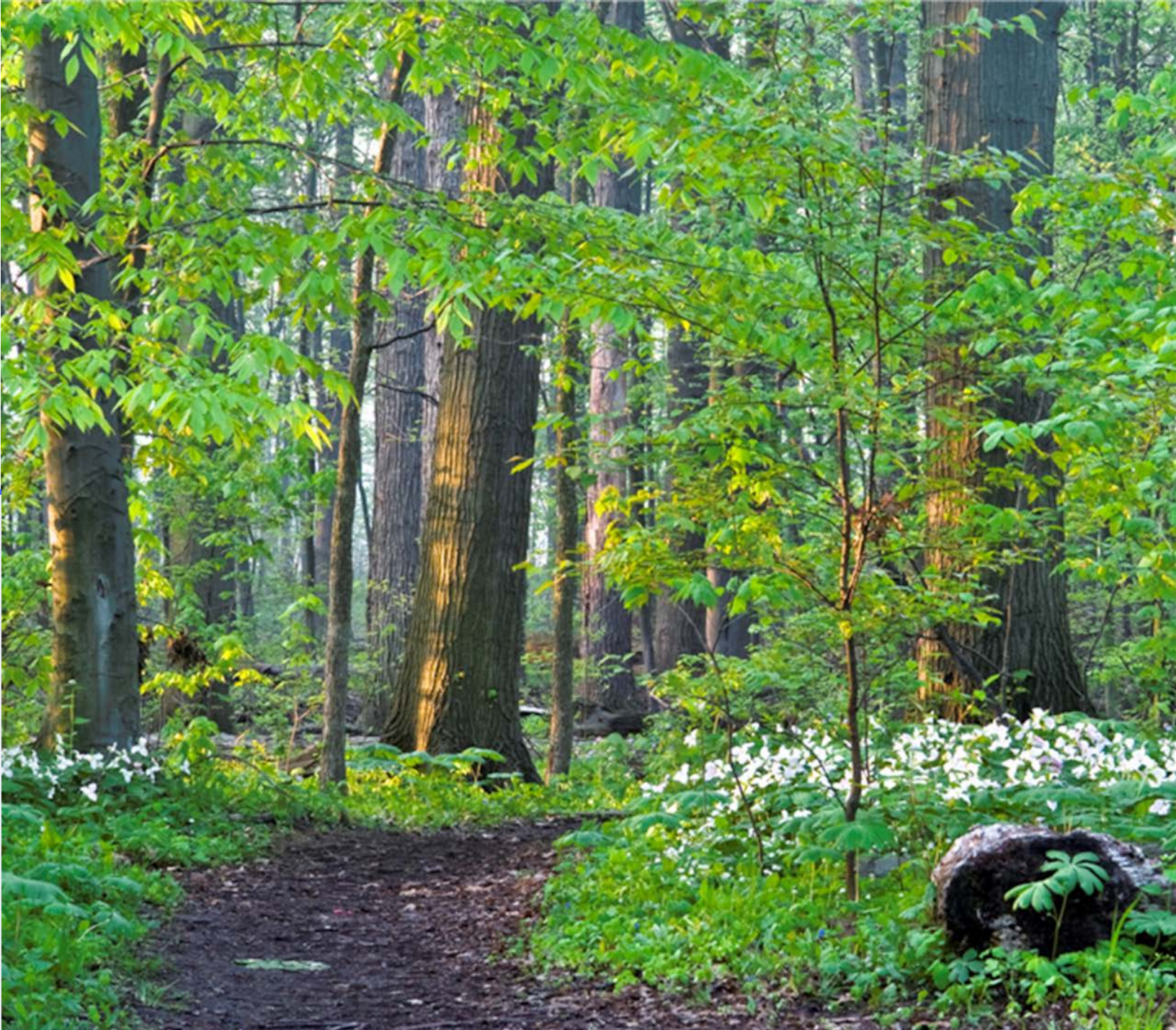
Worked collaboratively with the County of Essex and its seven municipalities to secure funding for a County-wide Community Energy Plan to help advance regional energy conservation priorities and lower emissions.

Hosted a Climate Action Symposium to begin to identify implementation actions and barriers from various sectors impacting and being impacted by Climate Change including municipal energy, natural heritage, and infrastructure.

Responded to high water and clean up after severe storm events at Holiday Beach and along ERCA's Greenways, including the removal of over 500 hazardous trees. High water levels required closure of Tremblay Beach Conservation Area, and areas within Holiday Beach, Hillman Marsh.

Met with Provincial Flood Advisor, and participated in South West Ontario Regional meetings regarding flood management, flood protection and emergency response. Flood Advisor's report includes the recommendation that ERCA and Lower Thames Valley Conservation Authorities work with Windsor-Essex municipalities, Chatham-Kent, and the Provincial and Federal Government to develop a short- and long-term plan to address flooding and shoreline/infrastructure issues in Lake Erie/Lake St. Clair/Detroit River.





“ When I see the projections for what our climate will be like in 2050 and 2080, I think of my daughter, and what it will be like for her. Will the Windsor-Essex community still be her ‘Place for Life’?



I think we can all make a difference, but we need to take urgent climate action and significantly reduce our own impacts, as well as asking our elected officials to put real plans in place to reduce greenhouse gas emissions. This year was a tipping point in awareness, with climate emergency declarations, the devastating spring storms and resulting flooding, and the County of Essex’s leadership in initiating Community Energy Plans. In 2019, there was significant growth in awareness, education and commitment to action that we must continue to build on – with urgency – in the coming years.”

Great Lakes

The Great Lakes are our most significant natural resource.

Land uses, invasive species, and our changing climate continue to negatively impact the health of our Lakes. Our 2012 – 2017 Watershed Report Card identified failing grades for surface water quality in virtually every watershed. More must be done at all levels to protect and improve water quality. This year, to help protect and improve Great Lakes water quality, we:

Monitored surface water quality at 61 sites and groundwater quality at 8 sites across the region. In total, more than 2,500 water quality samples were collected to evaluate watershed health, and calculate nutrient and phosphorous concentrations and loads in partnership with Federal and Provincial Ministries of Environment.

Initiated a Phosphorous Management Plan with support from Environment and Climate Change Canada.

Monitored phosphorous levels impacting Lake Erie at the innovative 10 acre University of Windsor Alumni Association Wetland at Hillman Marsh, in partnership with the University of Windsor Biochemistry department.

Partnered with municipal and provincial implementing bodies to implement 50 policies designed to protect our sources of drinking water.

Completed 28 Risk Management Plans to address Significant Drinking Water Threats on behalf of municipalities.

Initiated required updates to the Essex Region Source Protection Plan and Assessment Report to ensure that our sources of drinking water are protected using the most current information available.

Completed over 25 agricultural Best Management Practices (BMPs) such as cover crops, nutrient management plans and buffer strips on over 500 hectares of land, with support from Environment and Climate Change Canada, as part of the Lake Erie Action Plan to meet phosphorous reduction targets.





“ One of the biggest factors affecting the health of our Great lakes is climate change.



As well, more frequent storm events in the spring are increasing the amount of runoff into our lakes from fields and our landscape. These nutrients feed the algal biomass that we see annually now each summer. It's a massive international problem, and we all have to do our part to be mindful of phosphate-free lifestyles. Using the 4 R's – right time, right rate, right source and right place, as well as implementing best management practices such as cover crops, can reduce the phosphorus running off into our lakes and streams. Phosphorus outputs from municipalities and greenhouses also have to be managed. It's important that we all do our part when it comes to keeping our lakes great.”

Landscapes And Habitats

Our landscapes and habitats are among the most significant in Canada.

While we have planted more than 6.5 million trees and increased natural areas coverage from 3.5% to 8.5%, we need to significantly increase the scope and scale of this work to reach our 12% target and to urgently take climate action. This year, ERCA:

Planted almost 60,000 trees on public and private lands, creating an additional 13.5 hectares (35 acres) of new forest habitat despite the rainiest season on record.

Monitored 50 restoration sites demonstrating 85% tree survival rates.

Welcomed more than 100,000 visitors to our conservation areas and greenways to enjoy the outdoor natural and cultural experiences that contribute to community-wide health and well-being.

Introduced 'Greenway Etiquette Guidelines' to promote harmonious shared use of this important trail system.

Hosted 32 outreach events that engaged more than 4,200 regional residents in conservation programs and activities, including creating the Rotary Legacy Forest and the Solcz Family Foundation Forest.

Undertook a Holiday Beach Conservation Area Capital Investment Feasibility Study with Southwest Ontario Tourism Corporation and Tourism Windsor Essex Pelee Island.

Built new boardwalks, resurfaced the road, and began construction of the Enbridge Natural Playground and the University of Windsor Alumni Association Outdoor Classroom at Holiday Beach Conservation Area.

Undertook a shoreline engineering study to identify options to protect the historic John R. Park Homestead buildings.

Strengthened partnerships with First Nations, in order to work more collaboratively and achieve mutual goals.

Continued to monitor for Oak Wilt Disease.

Created new wetland habitat at the Collavino Wetland.

Finalized the Peche Island permitting processes with regulatory agencies.

Continued control of invasive species at Spring Garden Natural Area.

Enhanced Citizen Science Programs included Project Purple, Seed Collection, Garlic Mustard Pulls and Tree Monitoring and Assessment

Revitalized the Youth Engagement Ambassador (YEA) Team and How-To Crew, providing community volunteers with an advanced level of training to assist with proper tree planting techniques during large-scale outreach events.





“ Spring 2019 is the planting season that all foresters and farmers in Southern Ontario want to forget. We received a heavy rainfall each week that prevented the fields from ever drying sufficiently to achieve planting conditions.



As a result, we were unable to plant 20,000 trees that would have created 25 acres of new forest habitat. To try to adapt to these increasingly wet springs, we need to find innovative solutions.

This past fall, we planted 31 acres of planned restoration project lands with cover crops. This will provide traction for our tractors and much needed soil aeration, which will allow us to begin planting trees earlier in spring 2020, regardless of the weather. Ensuring we can carry out our planned tree planting programs is critically important in our region, where we have only 8.5% natural areas. Trees are identified as the most significant ‘natural solution’ to climate change, and so restoration is one of the most important things we can do to take climate action, create habitat and help to mitigate flooding.” **Page26**

- Rob Davies, Forester

Sustainable Communities

As stated in the Climate Change Emergency declared by the City of Windsor, County of Essex, and many regional municipalities, ‘permanent and robust changes’ to the way we plan our communities are urgently required.

ERCA will need to continue to work with all partners to collaboratively plan sustainable communities that reduce urban sprawl, are walkable, incorporate green infrastructure and are resilient to the impacts of our changing climate. This year, we:

Evaluated 1,305 applications and issued 1,158 permits, including 305 for shoreline maintenance as a result of record high water levels in Lake St. Clair and Lake Erie.

Responded to over 1,300 Miscellaneous Development (MD) inquiries related to questions about property matters, or from prospective purchasers with questions concerning a potential property purchase.

Implemented new Client-centric service standards for high growth area Conservation Authorities and reaffirmed ERCAs Client Services Standards Policy to align with Conservation Ontario Client Services Standards guidelines.

Reviewed 13 Official Plans and secondary plans to ensure local planning decisions address provincial delegated authority responsibilities relative to natural hazards. Continued to advise local municipalities on natural heritage matters.

Reviewed over 800 planning applications under the *Planning Act* (Zoning By-Law amendments, minor variances, consents, etc.). The review of these applications assists landowners and municipalities in reducing risks associated with flooding and erosion and protecting natural heritage, and ensures best practices for sustainable communities are being incorporated into planning and development.

Finalized Environmental Impact Assessment (EIA) Guidelines with municipal partners to ensure regional consistency.

Finalized Stormwater Management Guidelines with municipalities to ensure a consistent set of standards for managing stormwater designs and submissions.

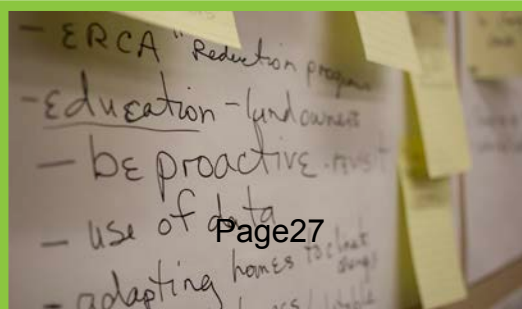
Provided curriculum-based outdoor education for nearly 15,000 elementary and secondary school students, including delivery of Special High Skills Major Certifications.

Improved our web-based permit application process to facilitate development reviews.

Expanded French-language human and natural heritage programs, and created a new interpretive Monarch Life Cycle education program.

Introduced a new pilot Indigenous Education program which was profiled amongst Conservation Authority educators across the Province.

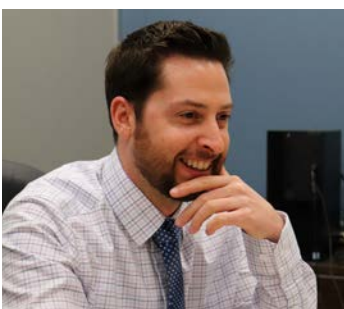
Responded to Province of Ontario’s Environmental Registry policy consultations, including the Made-in-Ontario Environment Plan, *10-Year Review of Endangered Species Act*, Bill 66 (*Restoring Ontario’s Competitiveness Act, 2018*), proposed changes to Conservation Authority permitting and programs and services under Bill 108 (*More Homes, More Choice Act, 2019*), updates to the Canada-Ontario Agreement, and changes to the Provincial Policy Statement, among others.





“ 2019 brought record high water levels to our region that will have lasting impacts on our communities.

For the entire year, we were on guard around the clock, continuously checking water levels, wind direction, short-range and long-range forecasts to alert our municipalities about flood potential. People experienced significant flooding, erosion, financial losses and emotional hardship. Luckily, we were not hit with the 1% chance storm this year, or the results could have been far more catastrophic.



One of the most important outcomes is the growing awareness of what’s at stake if we don’t all make changes to the way we plan our communities. Climate change projections tell us to expect higher highs and lower lows, which brings about challenges that could be far worse than what we experienced this year. Working to avoid flood related impacts is multi-faceted and we are working closely with our member municipalities on Municipal Flooding Emergency Response Plans, updating Floodplain Maps, Shoreline Management Plans, and various other natural hazard mitigation projects. There is still a lot to do, but we’re on the right track.”

A Strong, Resilient Organization

ERCA is a sustainable, resilient and valued agency.

Since 1973, ERCA has been striving to achieve a state of sustainability for the Essex Region. We are continually evaluating our programs and services to ensure they are delivered in a streamlined and efficient manner. This year, to further improve our organization's practices, we:

Trained 35 staff in Indigenous Relationship Building to improve consultation, collaboration and partnerships with Indigenous communities.

Implemented a number of mechanisms to ensure that programs and services are transparent to member municipalities and watershed residents and align with the proposed provincial mandatory programs and services.

Formalized policies for Customer Service Standards and Social Media.

Implemented new comprehensive Corporate Administration By-Laws as legislated under the 2017 Amendments to the *Conservation Authorities Act*.

Collaborated provincially on a communications strategy demonstrating the critical importance of Conservation Authorities in protecting the people of Ontario from the impacts of our changing climate.

Implemented significant improvements to our digital media platforms to streamline customer service for a variety of service areas, including permit applications.

Completed update of municipal drains dataset for Pelee Island.

Introduced new Annual Work Plan/Performance Review and Professional Development standards for all staff.

Updated Geocortex with 2019 Aerial photography in partnership with County of Essex and municipalities.

Implemented actions identified in the Employee Engagement Survey.

Continued to support the Essex Region Conservation Foundation in achieving the \$1 million fundraising goal of the Place for Life Campaign.

Advocated for the Essex Region on 56 local, regional, provincial, national and international boards and committees to ensure the unique needs of our region are represented.

Connected with more than 8,500 people through social media outreach.





“ This year we really focused on engagement with our staff.



We have an incredibly dedicated team who are addressing extreme workloads and in many cases, racing the clock to implement environmental protection and restoration priorities and provide exceptional customer service. Tools like our Employee Engagement Strategy, Annual Work Plans and Performance Reviews enabled us to recognize the many accomplishments of our staff while identifying areas of opportunity that allow us to plan for future organizational sustainability. Finding ways to streamline workflows and business processes improves our ability to serve our customers and helps to alleviate stress levels associated with the crucial work our team is undertaking every day.”

ERCA Accountability

The following provides a three-year ‘by-the-numbers’ comparison of achievements. This report follows the priorities identified in our Strategic Plan, and these actions help ensure Windsor-Essex County-Peel Island is the Place for Life.

Climate Change

| | | 2017 | 2018 | 2019 |
|---|-------------------------|---------|--------|---------------|
| Permits Requested | | 1,042 | 1,113 | 1,305 |
| Permits Issued | | 1,005 | 992 | 1158 |
| Clearances Issued | | 135 | 179 | 225 |
| Request for Information Letters Issued | | 392 | 273 | 281 |
| Permits to Take Water Applications | | 5 | 3 | 3 |
| Appeals | | 10 | 18 | 22 |
| Appeals in CA Favour | | 10 | 18 | 22 |
| Violations Issued | | 34 | 25 | 38 |
| Average Response Time for Permits (days) | Minor Development | 9.13 | 9 | 15 |
| | Major Development | 34 | 12 | 10 |
| | Alteration to Waterways | 8.2 | 12 | 6 |
| Number of Structures Located in Floodplain | | 10,000 | 10,000 | 10,000 |
| Kilometres of Watercourses with Floodplain Mapping Completed | | 609 | 609 | 609 |
| Hectares (area) digitally mapped delineating the CA Regulation Limit | | 38,304 | 38,304 | 38,304 |
| Hectares (area) digitally mapped delineating the flooding hazard limit (flood plains) | | 38,304 | 38,304 | 38,304 |
| Metres of shoreline protected from flooding and erosion | | 250 | 0 | 0 |
| \$ Value of Water/Infrastructure Contributions to Municipalities | | 120,000 | 10,000 | 0 |
| Flood Messages / Days | Watershed Conditions | 13 | 17 | 15 / 48 days |
| | Flood Watches | 11 | 20 | 24 / 147 days |
| | Flood Warnings | 4 | 8 | 12 / 25 days |
| | Wind Warnings | 1 | 0 | 7 |



Great Lakes

| | | 2017 | 2018 | 2019 |
|---|---------------------------|------|------|------|
| Water Quality Improvement Projects Implemented | Agriculture/Other (total) | 28 | 30 | 80 |
| | Detroit River Watersheds | 10 | 3 | 7 |
| | Lake Erie Watersheds | 13 | 21 | 66 |
| | Lake St. Clair Watersheds | 5 | 2 | 7 |
| Number of wells decommissioned | | 5 | 4 | 3 |
| Number of landowners participating | | 23 | 20 | 16 |
| Number of surface water quality monitoring stations | | 58 | 61 | 61 |
| Number of ground water quality monitoring stations | | 8 | 8 | 8 |
| Number of benthos monitoring stations | | 20 | 15 | 10 |



Landscapes & Habitats

| | 2017 | 2018 | 2019 |
|---|--------------------------|---------------------------|------------------------|
| Total Landholdings (Hectares) | 1,735 | 1,742 | 1,740 |
| Hectares of recreational land owned and managed | 1,056.8 | 1056.8 | 1056.8 |
| Total hectares under forest management plans | 44.39 | 44.39 | 44.39 |
| Total Taxes for CA Landholdings | \$66,661 | \$70,227 | \$92,186 |
| Land Acquisition in Reporting Year (in acres) | 160 | 7 | 0 |
| Value of acquisitions (Fair Market Value) | \$1,562,250 | \$426,000 | N/A |
| Total Acres of Habitat Restored | 92.5 | 143 | 31 |
| Number and Acres of Trees | 92,500 trees 70 acres | 109,105 trees 96 acres | 57,560 30 acres |
| Number and Acres of Wetlands | 6 wetlands 15 acres | 6 wetlands 31 acres | 1 wetland 0.6 acres |
| Number and Acres of Prairie | 5 sites 7.5 acres | 5 sites 16 acres | 0 |
| Number of landowners involved in restoration | 222 | 191 | 217 |
| Trees planted by volunteers | 2,973 | 3,259 | 6,217 |
| Native plants planted by volunteers | 1,610 | 1,600 | 30 |



Sustainable Communities

| | 2017 | 2018 | 2019 |
|---|--------|--------|--------|
| Planning Services—transactions/year | 822 | 850 | 811 |
| Kilometres of Trails owned, managed & developed | 98 | 98 | 98 |
| Number of volunteers | 2,064 | 2,185 | 2,057 |
| Number of outreach events | 19 | 30 | 32 |
| Number of schoolyard naturalization projects | 2 | 2 | 1 |
| ERCA hosted special events | 29 | 24 | 22 |
| Number of schools | 71 | 72 | 75 |
| Number of unique education programs | 434 | 256 | 307 |
| Number of students | 12,224 | 9,958 | 14,588 |
| Number of public meetings/workshops | 31 | 22 | 28 |
| Day Use Visitors to JRP (estimated) | 11,830 | 11,910 | 11,625 |
| Day Use Visitors to HBCA (estimated) | 12,588 | 9,600 | 10,800 |
| Number of seasonal campsites purchased | 67 | 72 | 72 |

A Strong, Resilient Organization

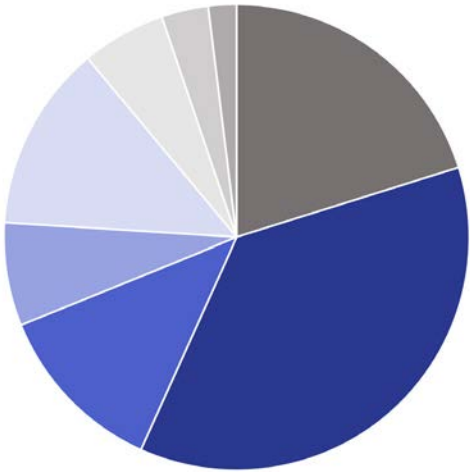
| | 2017 | 2018 | 2019 |
|--|--------------------------|--------------------------|--------------------------|
| Area of CA Jurisdiction | 1,681.3 km ² | 1,681.3 km ² | 1,681.3 km ² |
| Watershed Population | 325,351 | 323,793 | 322,715 |
| Staff—Permanent and Long-Term Contract | 36 | 39 | 38 |
| Staff—Special Grant and Short-Term Full-Time Equivalent Contract | 10 | 12 | 10 |
| Average Full Time Staff Length of Service | 12 | 9 | 10 |
| Number of Local Committees, Boards and Advisory Panels with ERCA representation | 29 | 28 | 24 |
| Number of Provincial Committees, Boards and Advisory Panels with ERCA representation | 28 | 28 | 26 |
| Number of research studies with ERCA involvement | 8 | 12 | 7 |
| Number of unique visitors to our website | 70,997 | 65,528* | 71,918 |
| Number of Facebook followers | 2,948 | 3,168 | 4,011 |
| Number of Twitter followers | 2,676 | 2,896 | 3,159 |
| Number of Instagram followers (launched October 2016) | 225 | 1,061 | 1,313 |
| Number of Youtube video views | 2,550 views 4,893 min | 2,400 views 4,500 min | 3,500 views 7,854 min |

*Some data unavailable due to website changeover.

2019 Financial Review

Projected Use of Funds by Function

\$7.24M

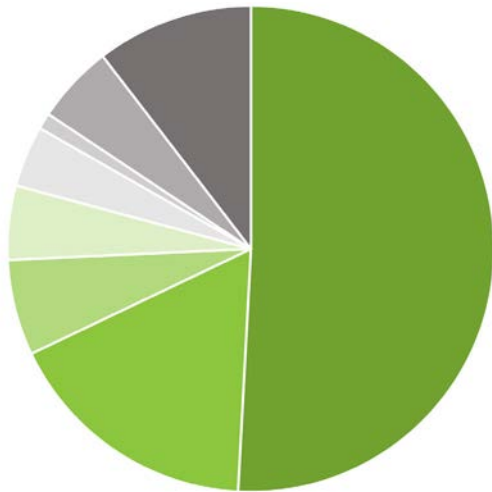


| | |
|--------------------------------------|-------------|
| Conservation Services | \$2,648,031 |
| Watershed Research Services | \$877,558 |
| Community Outreach Services | \$515,498 |
| Corporate and Shared Services | \$937,245 |
| Capital Projects | \$423,202 |
| Transfer to 2020 Activities/Projects | \$235,993 |
| Transfer to Reserves | \$141,550 |
| Watershed Management Services | \$1,459,879 |



Projected Use of Funds by Expense

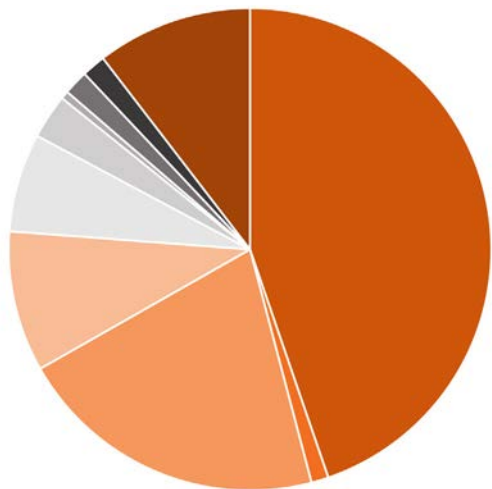
\$7.24M



| | |
|-------------------------------------|-------------|
| Compensation | \$3,680,855 |
| Program Materials & Supplies | \$1,234,743 |
| Construction Contracts | \$461,370 |
| Rent, Taxes, Utilities & Insurance | \$356,100 |
| Contracted & Prof Services | \$295,244 |
| Vehicle/Equipment Replacement | \$78,000 |
| Transfer to Reserves & Future Years | \$377,543 |
| Internal chargebacks & recoveries | \$755,100 |

Projected Funding by Source

\$7.24M



| | |
|---|-------------|
| Internal chargebacks/recoveries | \$755,100 |
| Municipal levies | \$3,238,666 |
| Municipal special project contributions | \$83,508 |
| Fee for service | \$1,510,997 |
| Other/ERCF grants | \$682,800 |
| Federal grants | \$478,340 |
| Provincial transfer payments | \$215,976 |
| Provincial special project grants | \$39,000 |
| Prior year's surplus | \$119,568 |
| Interest/in kind/sundry | \$115,000 |

2019 At A Glance

79

Surface, ground and benthos water quality sites **monitored**.



172

Days under **flood watch or warning**—a record in this changing climate.



15 days

Average **permit response time** for minor developments.



83

Events and workshops hosted to connect people with the Place for Life.



31

Acres of forest and wetlands restored.



57,560

Trees planted to increase green space.



80

Projects implemented to improve water quality.



14,588

Students educated through outdoor education programs.



1,305

Permits requested and reviewed to ensure landowner protection.



2,057

Awesome volunteers helped enrich & sustain the Place for Life.





facebook.com/**EssexRegionConservation**



@**EssexRegionConservation**



@**EssexRegionCA**



youtube.com/**TheEssexRegionCA**

Contact Us

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

P: 519-776-5209

F: 519-776-8688

W: essexregionconservation.ca



Delegation Request Form

I wish to appear before *

Council

Advisory Committee of Council

Date of Meeting *

3/11/2020



Name of Delegate(s) *

Alexandra Traubert

Address *

[REDACTED]

Phone *

[REDACTED]

Email *

[REDACTED]

Capacity in which you will be attending *

Attending as an Individual

Representing a Group / Organization

Name of Group / Organization / Business *

Amherstburg Dog Park Initiative

Have you contacted Administration regarding this matter? *

Yes

No

Who from Town Administration have you contacted? *

Phil Roberts

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

Amherstburg Do gPark

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





Will a powerpoint presentation be made? *

Yes

No

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

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

| File Name | |
|--|--|
|  filename-1-23.pdf 447.0 KB | |
|  filename-1-24.pdf 462.1 KB | |
|  filename-1-25.pdf 389.0 KB | |
|  filename-1-26.pdf 426.1 KB | |

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

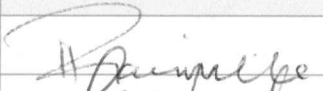



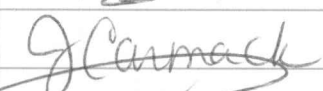

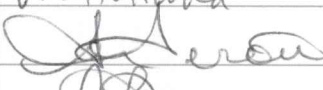

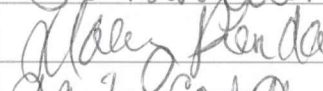
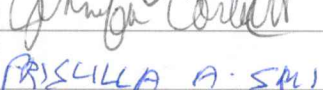


Please note that all meetings are open to the public except where permitted to be closed to the public under legislated authority. Questions regarding collection of the information on this form or additional accessibility requirements may be directed to the Municipal Clerk, 271 Sandwich Street South,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

Petition for Amherstburg Dog Park

2020

Amherstburg Dog Park Initiative

We, the undersigned, petition the Town of Amherstburg Parks and Recreation. This petition's goal is to support the construction of an enclosed, off-leash dog park in the Town of Amherstburg. A full proposal is prepared and will be submitted along with the petition signatures collected. Please submit all petition forms to Alexandra.Trauber537@gmail.com. **Don't forget to join the Amherstburg Dog Park Initiative on Facebook!**

| PRINT NAME | SIGNATURE | Date | Address | Comment/email/ phone# |
|-------------------|---|-----------|-------------------------|--------------------------|
| Roslyn Rainville |  | 2/16/2020 | 232 GOLFVIEW DR. N10441 | 519-800-4016 |
| STEPHANIE WADE |  | 16/02/20 | 279 Cherrylawn | 519-819-5345 |
| Dawn Sutherland |  | 16/02/20 | 329 Forest Hill Cres | 519-982-0230 |
| Kim Courtois |  | 17/02/20 | 3802 3rd Conc. S. | |
| DAVID WASYLONKA |  | 17/02/20 | 1558 FRONT RD S. | |
| Michael Jaber |  | 17/02/20 | 401 KILMER ST | |
| Jen Carmack |  | 17/02/20 | 168 Richmond St. | 519-819-6197 |
| GENNY ROGIC |  | 17/2/20 | 266 Lowes | |
| W. Holland |  | 2/17/20 | 120 Pickering Drive | 519-980-8587 |
| A. Groux |  | 2/18/20 | 170 Ventnor | |
| A. Lafleur |  | 2/18/2020 | | |
| J VanderHeyden |  | 2/18/20 | 816 Almar St | 226-347-4557 |
| Haley Randall | | 2/18/20 | 463 Poplar Ct | 226 3508504 |
| J. Corbett | | 2/18/20 | 39 Knolls Hill Dr. | 226-347-1582 |
| Priscilla A. Smit | | | 103 TILFORD LANE | 519 736-8709 |
| Taylor Yost | | 2/18/20 | 210 Victoria St S | 519-990-0140 |

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2020

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| Print Name | Signature | Address | Date | Email/phone#/Comment |
|-----------------------|-----------|--|--------------|----------------------|
| Sherry-Lynn Brennan | | 213 George | Feb. 12/2020 | |
| Stuart Ellenberger | | 371 LAVERS | FEB 12 2020 | |
| DOUG BENEKRIS | | 539 McLEOD AVE. | FEB 12/2020. | |
| Rob Cantu | | 19 Lander | Feb 12/2020 | |
| Kyle Van Lere | | 4 th CONC Amberg | FEB 12/2020 | |
| Courtney Ryan | | 30 Holiday Crt | Feb 12/20 | |
| CARRIE VANDEBOVENKAMP | | 371 CROWN RIDGE BLVD. | FEB 12/20 | |
| WENDY WAARD | | 66 BALACLAVA ST S. | FEB 12/20 | |
| Steve Purves | | 263 Georges Georges St. | FEB 12/20 | |
| BRIAN HAY | | 9441 CTT Rd 18 | Feb 12/20 | |
| Shelly Foreman | | 78 BrushCres Aburg | Feb 12/20 | |
| Kathy Delmore | | 160 Park Lane Circle Aburg | Feb 12/20 | |
| Kristie Vance | | 7431 7 th CONC. South Aburg | Feb 12/20 | |
| Sandra Diotte | | 67 Vermont Dr. | Feb 12-20 | |
| Kori Diotte | | 172 Wilkinson | Feb. 12-2020 | |

DON'T FORGET TO JOIN THE AMHERSTBURG DOG PARK INITIATIVE ON FACEBOOK!!

Petition for Amherstburg Dog Park

2020

Amherstburg Dog Park Initiative

We, the undersigned, petition the Town of Amherstburg Parks and Recreation. This petition's goal is to support the construction of an enclosed, off-leash dog park in the Town of Amherstburg. A full proposal is prepared and will be submitted along with the petition signatures collected. Please submit all petition forms to Alexandra.Trauber537@gmail.com. **Don't forget to join the Amherstburg Dog Park Initiative on Facebook!**

| PRINT NAME | SIGNATURE | Date | Address | Comment/email/ phone# |
|-------------------|------------|-------------|----------------------|--------------------------|
| Kellie Lamoureux | | Feb 15 | 592 2nd CONCESSION | 226 346 508 3 |
| Chrissy Brush | | FEB 15 | 168 Richmond and 54 | 519 713 9615 |
| Lisa Fells | | FEB 15 | 20 Sandwich St. N | 519-257-8913 |
| CAROL SUTS | | FEB 15 | 407 TEXAS ROAD | 519-730-3413 |
| | Kim Lamont | FEB 15 | 264 Balackaw St. S | 519-817-8285 |
| MARJORIE HAMICROW | | FEB 15 | 20 FLYNN ST | 519-252-2345 |
| Josh Holland | | Feb 15 | 450 OLD COLONY TRAIL | 519-300-0898 |
| Zack Hole | | Feb 15 | 5435 Reginald St | 519-992-1430 |
| Adam Milling | | Feb 15 | | |
| Colleen Selinsky | | Feb 15/2020 | 131 Brush crescent | 519 730 0442 |
| Tommy Dandel | | Feb 15/20 | 301 McCurdy Dr. | |
| GREENA GARDNER | | FEB 15/20 | 14 MARSH GARDENS | |
| Kyle Pioschke | | Feb 16 | 70 Boardwalk Ave | 519-991-6993 |
| Stacy Pioschke | | Feb 16 | 70 Boardwalk Ave | |
| Louise Ouellette | | 2/16 | 556 Richmond | |
| Jerry Ouellette | | 2/16 | 556 Richmond | |

Petition for Amherstburg Dog Park

2020

Amherstburg Dog Park Initiative

We, the undersigned, petition The Town of Amherstburg Parks and Recreation. This petition's goal is to support the construction of an enclosed, off-leash dog park in a the Town of Amherstburg. A full proposal is prepared, and will be submitted along with the petition signatures collected.

Submit to Alexandra.Traubert537@gmail.com

| Print Name | Signature | Address | Date | Comment/Email/# |
|----------------|-----------|---------------------|----------|---------------------------|
| Sonny Davis | | 106 Brush Cr | 02/22/20 | maritimer23@gmail.com |
| CHRIS KEUG | | 69 STATES AVE | 02/22/20 | RYKER14.CK@GMAIL.COM |
| Sarah Walsh | | 30 Allen Court | 02/22/20 | sarahwalsh4854@gmail.com |
| Betty Farmer | | 322 Pickering Pr. | 02/22/20 | |
| Rachel Taylor | | 159 Girard St. | 02/22/20 | |
| Erin Chapman | | 330 Hawthorn, Busp | 02/22/20 | echapman7@hotmail.com |
| Robyn Nease | | 8017 Gardner av | 02/22/20 | |
| Mike Khouan | | 68 Willow Beach Rd | 02/22/20 | |
| Julia McLean | | 2710 County Rd 20 | 2/22/20 | |
| Denise Nantais | | 5303 Walker Rd. | 2/22/20 | |
| Jazlyn Meloche | | 66 Dore St | 2/22/20 | jazlyn.Meloche1@gmail.com |
| GARY ANDERSON | | 321 STONE RIDGE AVE | 2/23/20 | |
| CHRIS ROBERTS | | 28 TOFFLEMIRE CR | 2/23/20 | |
| SIBERI HOULE | | 283 WANDA CR | 2/23/20 | |

DON'T FORGET TO JOIN THE **AMHERSTBURG DOG PARK INITIATIVE** ON FACEBOOK!!



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF CORPORATE SERVICES

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

Table with 2 columns: Author information and Report/Resolution details. Rows include Author's Name, Author's Phone, Author's E-mail, Report Date, Date to Council, and Resolution #.

To: Mayor and Members of Town Council

Subject: Amendments to Accounts Receivable - Collections Policy

1. RECOMMENDATION:

It is recommended that:

- 1. Amendments to the Accounts Receivable - Collections Policy as directed by Council at their meeting of October 15, 2019 BE RECONSIDERED to maintain the delegation of authority levels for write-off of uncollectable trade accounts as approved February 28, 2016.

2. BACKGROUND:

Council adopted the Town's Accounts Receivable – Collections Policy on February 28, 2016. This policy was developed in light of the Financial Management and Practices review performed by Deloitte which brought forward 41 recommendations for Council's consideration. Council adopted the Deloitte report and Administration brought forward a number of financial management policies and practices for Council's consideration to improve the financial management and transparency of the Town. All policies brought forward by Administration were developed through the research of best municipal/business practices. This policy has worked well and has been an effective policy for the Town since inception.

On October 15, 2019 Councillor Courtney brought forward a motion whereby Council adopted the following:

“That Administration BE DIRECTED to amend the Accounts Receivable Collection Policy by removing #6.7.4.1 (a) & (b) and revising (c) to read any write-offs that proceed past the collection fees BE PRESENTED to Council on how to proceed and that the amended policy be brought back to Council for consideration”

The resolution moved by Councillor Courtney and adopted by Council are to remove the following from the existing policy:

6.7.4.1. The following positions may authorize the write-off of these balances, if in their opinion, all means of collection have been exhausted:

a. Director of Corporate Services/Treasurer – up to \$10,000 plus any related interest or penalties on a per account basis

b. Chief Administrative Officer- from \$10,000 to \$50,000 plus any related interest or penalties on a per account basis.

c. Any amounts in excess of \$50,000 plus any related interest shall only be written off with Council approval.

3. DISCUSSION:

The resolution as adopted eliminates the delegated authority of staff that was adopted by Council in accordance with the policy for administrative purposes. In light of the motion, Council did not direct administration to consider any best practices or limits regarding authority for any write-offs. The current policy ensures that uncollectible accounts receivable are written off under the proper authority, only after all reasonable and appropriate collection action has been taken, subject to budget and is administrative in nature.

Further to Council's direction in October 2019, the Policy has been amended under Section 6.7.4 to require Council approval for any trade accounts receivable write-off, as attached.

However, it is important for Council to note that the motion adopted may not be the most efficient method in dealing with write-offs. For example, the motion as tabled does not provide Administration a mechanism other than Council authority to write off small balances. It should be noted that a delegation of authority to Administration for at least small balances is a best practice used across the region. Account arrears up to \$1,000, plus penalties and interest, would not meet the recommended threshold for referral to a collection agency nor for legal action against the debtor, as the cost would outweigh the benefit. As such, Administration recommends the draft amendments to the Policy include delegation of authority to the CAO or designate for amounts up to \$1,000, plus any interest and penalties.

Administration is also recommending amendments to the Policy as reflected in the attached and as follows:

- Format and standard content changes (such as definitions and job titles) have been made to bring the policy up to date with current policy template.
- Section 6.2.5 is amended to remove reference to 'be a resident of' as trade accounts receivable can only be applied to a property tax account where the account receivable is owed by the owner of the particular property (residency is not a factor);

- Section 6.7.2 – amended to clarify that only accounts in excess of \$1,000 would be listed with a collection agency and that collection efforts would not include litigation in all cases

This policy remains subject to cyclical review and update.

Other Considerations

The Municipal Act, Section 270(6) requires that each municipality adopt and maintain a policy for the delegation of its powers and duties. Amendments to Accounts Receivable - Collections Policy will also affect the Council approved Delegation of Powers and Duties Policy which was considered and approved by Council on March 29, 2016. The Delegation of Powers and Duties Policy states the following:

- 6.1 Council delegates to the Administration and appointed staff the authority to process, decide upon, and execute agreements for the following matters:
 - 6.1.4. Accounts Receivable – write-off of interest in accordance with Council approved annual Operating Budget
- 6.3 Council further delegates to the Chief Administrative Officer the authority to defend, settle, and abandon the following legal matters:
 - 6.3.2 Authority to defend, settle, and abandon all matters within the jurisdiction of the Small Claims Court provided that the authority to settle or abandon a matter is limited to an amount not to exceed \$50,000.

Amendments to these sections of the Delegation of Powers and Duties Policy could be problematic in providing clear direction to the CAO and other Administration in settling other matters.

Based on the above, Administration recommends that the delegation of authority levels for write-off of uncollectable accounts receivable be maintained as outlined in the policy approved February 28, 2016.

4. RISK ANALYSIS:

In developing the Accounts Receivable Collections Policy, Administration reviewed best business practices and reporting structures, to establish governing collection activities that enhance the integrity of the collection process and safeguard the assets of the Town. The Policy, adopted by Council and implemented in February 2016, provides clear delegated authority to Administration, and at the same time establishes clear direction to Administration to ensure the same processes are used for each collection. Authority and direction is established in the current policy to ensure Administration responds to issues in a timely fashion. The current policy as adopted entrusts certain powers and duties to staff. The motion adopted by Council on October 15, 2019 suggests otherwise and provides political and reputational risk to the organization.

5. FINANCIAL MATTERS:

There are no identified financial impacts related to the recommendation in this report.

6. CONSULTATIONS:

Clerk and Policy Coordinator

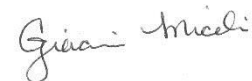
7. CONCLUSION:

Although the attached Policy includes amendments directed by the Council resolution of October 15, 2019, it is not supported by Administration as amended.

Council is encouraged to reconsider elimination of all delegated authority for trade accounts receivable write-offs, and instead to maintain the delegation of authority levels for write-off of uncollectable accounts receivable as outlined in the policy adopted by Council on February 28, 2016.



Justin Rousseau
Treasurer



Giovanni Miceli
Chief Administrative Officer

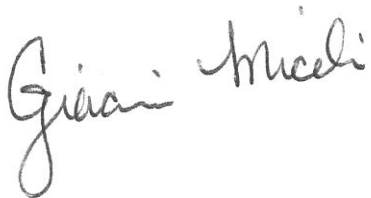
Report Approval Details

| | |
|----------------------|---|
| Document Title: | Amendments to Accounts Receivable - Collections Policy.docx |
| Attachments: | - Accounts Receivable Collections Policy - amended.pdf |
| Final Approval Date: | Mar 4, 2020 |

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



Cheryl Horrobin




John Miceli



Paula Parker

POLICY

| | | | | |
|---|------------------|--|----------------|--------------------------------------|
|  | Policy: | ACCOUNTS RECEIVABLE - COLLECTIONS | | |
| | Department: | Corporate Services | | |
| | Division: | Finance | By-Law No.: | 2016-28 |
| | Administered By: | Treasurer | Approval Date: | February 28, 2016 (Draft Amended) |
| | Replaces: | | | |
| | Attachment(s): | N/A | | |

1. POLICY STATEMENT

- 1.1. The Corporation of the Town of Amherstburg is committed to establishing a reporting structure governing collection activities that enhances the integrity of the collection process and safeguards Town assets.

2. PURPOSE

- 2.1. This policy will set out guidelines and control requirements for the following:
- 2.1.1. Outstanding accounts in arrears;
 - 2.1.2. NSF cheque recoveries;
 - 2.1.3. Collection agency assignment;
 - 2.1.4. Legal assignment for both small and large claims;
 - 2.1.5. Write-off approvals;
 - 2.1.6. Consumer and commercial reporting parameters governing usage and observance of the *Consumer Reporting Act*; and,
 - 2.1.7. A/R approvals including the waiving of interest, late penalties, overdue charges and administrative fees.
- 2.2. This policy will ensure the regular review and follow up of all outstanding accounts receivable.
- 2.3. This policy establishes procedures for the benchmarking and monitoring of the collection process as a measurement of performance.

3. SCOPE

- 3.1. This policy applies to all Town of Amherstburg employees engaged in the collection of trade accounts receivable, or other unsecured debt as assigned, excluding municipal property taxes.

- 3.2. This policy shall be reviewed every five (5) years from the date it becomes effective, and/or sooner at the discretion of the CAO or designate.

4. **DEFINITIONS**

- 4.1. **A/R** refers to Accounts Receivable.
- 4.2. **Collection Agency** also known as a “debt collector,” is a business that pursues payments of debts owed by individuals or businesses. Most collection agencies operate as agents of creditors.
- 4.3. **Non-sufficient Funds (NSF)** used in the banking industry to signify that there are “non-sufficient funds” in an account in order to honor a check drawn on that account. This is known as a “bounced check” or “bad check.”

Common definitions, acronyms, and terms are available in the Glossary located on the Town’s Policies webpage.

5. **INTERPRETATIONS**

- 5.1. Any reference in this policy to any statute or any section of a statute shall, unless expressly stated, be deemed to be reference to the statute as amended, restated or re-enacted from time to time. Any references to a by-law or Town policy shall be deemed to be a reference to the most recent passed policy or by-law and any replacements thereto.

6. **GENERAL CONDITIONS**

6.1. **Credit Reports**

- 6.1.1. In accordance with **Section 8(1)(d)(i)** of the *Consumer Reporting Act*, Town employees have the authority to run a consumer or commercial credit report on any person or entity as long as evidence is presented in which the report was run in connection with the collection of a debt.
- 6.1.2. Town employees will order consumer and commercial credit reports only for permissible purposes, and only in compliance with Federal and Provincial credit reporting laws.
- 6.1.3. Consumer credit reports will be used for no purpose other than the permissible purpose and the Town will hold all consumer or commercial credit reports in the strictest of confidence and will not disclose any information contained therein to others, except where required by applicable law.
- 6.1.4. Consumer or commercial reports will only be ordered in connection with legitimate business transactions involving the Town.
- 6.1.5. Town employees will not provide a copy of consumer or commercial credit report to the consumer or entity, except as required by law.

- 6.1.6. Should a consumer dispute information obtained from a reporting agency, they must be referred to that same reporting agency.

6.2. **Outstanding Account Notice**

- 6.2.1. Outstanding Account notices are sent to the customer of the outstanding account when they enter arrears and shall include the following:
 - 6.2.1.1. Legal name of customer;
 - 6.2.1.2. Account name/number and amount owing;
 - 6.2.1.3. Interest charge; and,
 - 6.2.1.4. Payment due date.
- 6.2.2. Outstanding account notices may also be accompanied by an account statement of the aforementioned outstanding account arrears.
- 6.2.3. Notices will be sent out as soon as the account enters arrears, as well as each subsequent month thereafter.
- 6.2.4. Once a balance reaches sixty (60) days past due, a final notice will be sent once more indicating the outstanding account arrears.
 - 6.2.4.1. Every attempt will be made for telephone or personal contact to inquire further about the account and to ensure the customer understands the consequences of non-payment.
 - 6.2.4.2. Plans or schedules of payment for outstanding account arrears may be made available on a case by case basis, however, they must be made before the outstanding account reaches ninety (90) days past due.
- 6.2.5. In the event that payment of the outstanding account arrears is not made within thirty (30) days of the final notice being issued, the Town of Amherstburg reserves the right to add the outstanding account arrears to the customer tax roll, should that customer own property in the jurisdiction of the Town of Amherstburg.
 - 6.2.5.1. If the customer does not own property in the jurisdiction of the Town of Amherstburg, and all internal avenues have been exhausted, the outstanding account will be sent to a collection agency and any additional costs shall be borne by the customer.

6.3. **Collection Rules**

- 6.3.1. Town employees may not discuss a debt with anyone other than the debtor unless required by applicable law.
- 6.3.2. Town employees may not discuss a debt with a solicitor or representative of the debtor unless they receive a written declaration from the debtor confirming

representation and authorizing the disclosure of information to that same representative.

- 6.3.3. Town employees may not be discriminatory or prejudicial in their collection practices and are expected to maintain the utmost professionalism throughout the collection process.

6.4. **Use of Collection Agency**

- 6.4.1. A collection agency may be assigned an account for collection once all internal avenues have been exhausted.
- 6.4.2. The agency will be monitored on a regular basis to measure results.
- 6.4.3. Accounts referred to a collection agency will be given consideration for purposes of the allowance for doubtful account and assist in the determination of write-off recommendations.
- 6.4.4. An account will be identified as non-collectable when a collection agency returns the account as uncollectable, untraceable, or advises that no assets remain to pursue further collection efforts.

6.5. **Legal Claims**

- 6.5.1. All claims over the Small Claims Court limit must be forwarded to the Town solicitor to commence legal action.

6.6. **Bad Debt Expense**

- 6.6.1. The determination of allowance for doubtful accounts will be formulated after careful examination of pre-identified non-collectable accounts.

6.7. **Write Offs**

- 6.7.1. Write-offs may be performed against the Allowance for Doubtful Accounts on an ongoing basis upon authorized approval of those accounts identified as non-collectable.
- 6.7.2. An account will be identified as non-collectable where all of the following conditions exist:
 - 6.7.2.1. If the value exceeds \$1,000, it has been listed with a collection agency; and or,
 - 6.7.2.2. Collection against the debtor has been unsuccessful.

For further clarification, the debt will be considered uncollectable if the debtor has filed for bankruptcy.

- 6.7.3. Any monies recovered from the debtor subsequent to the write-off will be posted as a bad debt recovery.
- 6.7.4. Thresholds exist to permit the write-off of non-collectable accounts receivable balances upon valid authorization.
 - 6.7.4.1. The following positions may authorize the write-off of these balances, if in their opinion, all means of collection have been exhausted:
 - a. Any amounts shall only be written off with **Council** approval.

6.8. **Netting**

- 6.8.1. Payables can be netted to outstanding receivables.
- 6.8.2. The entity that is being netted must also be the same legal entity that originated the debt.

6.9. **Records and Information**

6.9.1. **Write-Off Reporting**

- 6.9.1.1. As required, but at a minimum of once per year, the Supervisor of Revenue shall provide the Director of Corporate Services,, Treasurer and the CAO with a recommended list of write-offs.
- 6.9.1.2. Accounts receivable that are deemed uncollectible shall be reported to Council seeking approval for write-off.

6.9.2. **Delinquency Reporting**

- 6.9.2.1. Once per month, a delinquency analysis shall be performed by the Supervisor of Revenue.
- 6.9.2.2. The delinquency analysis will be provided to the Treasurer outlining details of the aged trial balance position.

6.9.3. **Safekeeping**

- 6.9.3.1. Consumer information will remain confidential and will be used only for the purpose of the collection of outstanding amounts due to the Town of Amherstburg.

7. REFERENCES AND RELATED DOCUMENTS

- 7.1. Accounts Receivable Billing Policy
- 7.2. Consumer Reporting Act



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF CORPORATE SERVICES

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

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

To: Mayor and Members of Town Council
Subject: Court Security Prisoner Transportation Program - 2020 Funding Agreement

1. RECOMMENDATION:

It is recommended that:

- 1. By-law 2020-021 being a by-law authorizing the execution of the Agreement between the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (the Ministry) be taken as having been read three times, and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

2. BACKGROUND:

The current agreement under the Court Security and Prisoner Transportation Program expired on the December 31, 2019. On January 17, 2020 Administration received confirmation that the Ministry of Community Safety and Correctional Services (Ministry) will be continuing this important initiative.

In their correspondence, the Province of Ontario advises that they:

“...We are pleased to inform you that we will be proceeding with the Court Security and Prisoner Transportation (CSPT) Program for 2020, providing a maximum total of \$125M to assist municipalities in offsetting their CSPT costs.”

Similar to previous years, an expenditure-based model is used to determine the amount of 2020 Funding advances, which are allocated based on each municipality’s relative share of the total 2018 CSPT costs across the province. For example, if a municipality’s

CSPT cost represents 1% of the total provincial CSPT cost, then it will be allocated 1% of the available funding.

3. DISCUSSION:

Prior to 2019, the Court Security Prisoner Transportation (CSPT) Program Grant Agreement was between the Ministry and the Police Services Board. However, starting in 2019 the Agreement will be between the Ministry and the Municipality; therefore, approval is now requested from Council to execute the Agreement.

The Agreement term is January 1, 2020 through December 31, 2020 and provides maximum funding of \$48,513, which will be remitted to the Town in four installments. Services required under the Agreement are as follows:

“The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e. persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.”

The delivery of the services under the Agreement is the responsibility of the Town and the Town has opted to purchase those services under contract from the Windsor Police Service (WPS).

As part of the service agreement, WPS will deliver and track the services and they will provide the required information on those services to the Town in order to facilitate the Town’s reporting requirements under the Agreement; which must be filed prior to April 15, 2021.

These grant funds are part of the contract with Windsor Police and part of the annual grant statements reconciliation in Article 8 of the Agreement with Windsor Police Services as outlined below:

Article 8 - Revenue from Service

8.1 The parties acknowledge that the Intermunicipal Court Services Agreement will continue to govern the cost and revenue sharing matters more particularly described in the Intermunicipal Court Services Agreement and nothing in this Agreement is intended to amend or otherwise affect the Town’s rights and obligations under the Intermunicipal Court Services Agreement.

8.2 All grant monies received by the Police Service to be used in conjunction with the Amherstburg Detachment of the Police Service shall be delineated in an annual grant statement issued to the Town. Each party shall act cooperatively to apply for any applicable grants that may benefit the Amherstburg Detachment of the Police Service.

Further to which the WPS will provide information required for the 2020 annual filing requirements, as outlined in the agreement, prior to April 15, 2021.

4. RISK ANALYSIS:

There is potential financial risk if the municipality does not enter into the agreement as provincial grant funding forms part of the contract with Windsor Police Services.

5. FINANCIAL MATTERS:

The 2020 CSPT funding will be a maximum of \$48,512.63 and will be paid to the Town in 4 Instalments. Under the Agreement, funding is to be held in an interest bearing account; both funding and interest thereon may be repayable to the Province of Ontario subject to demonstrating use of the funding and, for any interest earned, at their request. The funds will be retained in an interest bearing obligatory reserve fund until they are dispersed to WPS based on the cost of eligible services provided.


Under the WPS agreement, this funding will be payable to WPS from the Town for services rendered. As the CSPT funding was not announced for 2020 at the time of 2020 Budget development, the Town's 2020 Budget does not include revenue from this funding program nor an expense for remittance of the funds to WPS. The transfer payment funding will be reflected as revenue of the Town, fully offset by the expense for payment of the funds to WPS for provision of the related services. There is no net impact on the Town's finances as a result of these transactions.

6. CONSULTATIONS:

The Ministry of Community Safety and Correctional Services

7. CONCLUSION:

It is recommended that the Ontario Transfer Payment Agreement be executed for CSPT Program Funding for the period January 1 through December 31, 2020.



Justin Rousseau
Treasurer

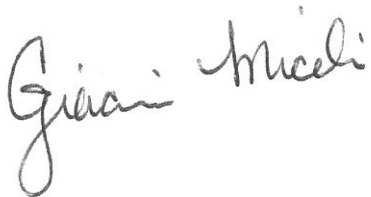
Report Approval Details

| | |
|----------------------|--|
| Document Title: | Court Security Prisoner Transportation Program- 2020 Funding Agreement.docx |
| Attachments: | - 2020-021 Court Security Prisoner Agreement.docx - Amherstburg - Letter.pdf - Amherstburg - Agreement.pdf |
| Final Approval Date: | Mar 4, 2020 |

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



Cheryl Horrobin



John Miceli



Paula Parker

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2020-021

By-law authorizing the execution of an agreement between the Corporation of the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Solicitor General with respect to Court Security and Prisoner Transportation (CSPT) Program Funding

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

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

AND WHEREAS the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into an agreement between the Corporation of the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Solicitor General with respect to Court Security and Prisoner Transportation (CSPT) Program Funding;

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

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the agreement as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 9th day of March, 2020.

Aldo DiCarlo, Mayor

Paula Parker, Clerk

Ministry of the Solicitor General

Ministère du Solliciteur général

External Relations Branch

Direction des relations extérieures

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

Téléphone: (416) 314-3377
Télécopieur: (416) 314-4037



January 17, 2020

Mr. Justin Rousseau
Treasurer
Town of Amherstburg
271 Sandwich Street South
Amherstburg ON N9V 2A5

Dear Mr. Rousseau:

We are pleased to inform you that we will be proceeding with the Court Security and Prisoner Transportation (CSPT) Program for 2020, providing a maximum total of \$125M to assist municipalities in offsetting their CSPT costs.

Similar to previous years, an expenditure-based model is used to determine allocation for 2020. Funding is allocated based on each municipality's relative share of the total 2018 CSPT cost across the province. For example, if a municipality's CSPT cost represents 1% of the total provincial CSPT cost, then it will be allocated 1% of the available funding. With that, subject to the enclosed agreement being finalized, your allocation for 2020 is **\$48,512.63**. The payment schedule is outlined under Schedule D of the enclosed agreement.

Please have the authorized signatory for the grantee sign the enclosed agreement, where noted, and return two **original signed** copies along with proof of your general liability insurance (\$5 million), indemnifying "Her Majesty the Queen in Right of Ontario, her Ministers, Agents, Appointees and Employees", as per section A10.2 of the agreement, by **March 2, 2020**, to:

Fionne Yip
Community Safety Analyst
Program Development Section, External Relations Branch
Public Safety Division
Ministry of the Solicitor General
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

A fully executed copy will be returned to you for your records.

.../2

Mr. Justin Rousseau
Page two

Public safety is a top priority for this government. Please be assured that we are committed to providing frontline police with the additional tools, resources and supports they need to combat crime and keep our communities safe.

If you have any questions about the CSPT Program, please contact Fionne Yip at Fionne.Yip@ontario.ca or 416-314-0206.

Thank you for your participation in this valuable initiative.

Sincerely,

A handwritten signature in grey ink that reads "Emily Jefferson". The signature is written in a cursive style with a long, sweeping tail.

Emily Jefferson
A/Manager, Program Development Section
External Relations Branch

Enclosures

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2020

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

Town of Amherstburg

(the “Recipient”)

BACKGROUND

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2020;
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2018 CSPT costs, as confirmed in the 2018 Annual Financial Report submitted by the Recipient;
- E. Funding is allocated based on the Recipient’s relative share of the total 2018 provincial CSPT costs.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to

organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Solicitor General**

Date

Name: Oscar Mosquera
Title: A/Director, External Relations Branch
Public Safety Division

Town of Amherstburg

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Court Security and Prisoner Transportation Services” means the services and activities eligible for funding, as set out in Schedule “E”.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

| | |
|--|--|
| Maximum Funds | \$48,512.63 |
| Expiry Date | December 31, 2020 |
| Insurance | \$5,000,000.00 |
| Contact information for the purposes of Notice to the Province | <p>Name: Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p>Address: 25 Grosvenor Street Toronto ON M7A 2H3</p> <p>Attention: Fionne Yip, Community Safety Analyst</p> <p>Fax: 416-314-3092</p> <p>Email: Fionne.Yip@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement | <p>Name: Town of Amherstburg</p> <p>Address: 271 Sandwich Street South Amherstburg ON N9V 2A5</p> <p>Attention: Mr. Justin Rousseau Treasurer</p> <p>Email: jrousseau@amherstburg.ca</p> |

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2020.

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

**SCHEDULE “D”
PAYMENT PLAN AND REPORTING SCHEDULES**

The Funds in the amount of **\$48,512.63** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$12,128.16** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$12,128.16** will be paid to the Recipient, following the Province’s receipt and approval of the 2019 Annual Financial Report (due April 15, 2020). *Subsequent payments will not be released until the Province has received and approved the 2019 Annual Financial Report.*
- C. Third Instalment: **\$12,128.16** will be paid to the Recipient by the end of September 2020.
- D. Final instalment: **\$12,128.15** will be paid to the Recipient by the end of December 2020.
- E. The Recipient must submit the 2020 Annual Financial Report to the Province by April 15, 2021.

**SCHEDULE “E”
COURT SECURITY AND PRISONER TRANSPORTATION
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

A. COURT SECURITY includes:

1. Facility Perimeter Security

Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

2. Courtroom Security

Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.

3. General Courthouse Security Presence

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.

4. Prisoner Movement in Courthouse

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

5. Prisoner Guarding in Holding Cells

Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).

6. Prisoner Feeding

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

B. PRISONER TRANSPORTATION includes:

1. Prisoner Transport

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

2. Prisoner Transport - Youth

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

C. TRAINING, EQUIPMENT AND RECRUITING includes:

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:

Court Administration

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

SCHEDULE "F" TEMPLATE FOR ANNUAL FINANCIAL REPORT

| | | | |
|---|---|---|---|
| REPORTING MUNICIPALITY: (please select from drop down list) | | | |
| CONTACT INFORMATION: | | | |
| Salutation: | First Name: | Last Name: | Title: |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> |
| Tel: | Ext: | Fax: | E mail: |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> |
| Address: | | | |
| <input style="width: 100%;" type="text"/> | | | |
| City: | | Postal Code: | |
| <input style="width: 100%;" type="text"/> | | <input style="width: 100%;" type="text"/> | |
| LOCAL POLICE SERVICE: | | | |
| Name of Municipal or Regional Police Service or OPP Detachment: | | | |
| <input style="width: 100%;" type="text"/> | | | |
| ANNUAL EXPENDITURE SUMMARY: | | | |
| PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED). | | | |
| For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding. | | | |
| Allocation: | | | <input style="width: 100%;" type="text"/> |
| COURT SECURITY COSTS | | | |
| a) Total gross annual court security costs: | | | <input style="width: 100%;" type="text"/> |
| b) Total annual payments provided to other municipalities for court security: | | | <input style="width: 100%;" type="text"/> |
| c) Total annual payments received from other municipalities for court security: | | | <input style="width: 100%;" type="text"/> |
| d) Total annual payments received from other funding sources for court security: | | | <input style="width: 100%;" type="text"/> |
| e) Total net annual court security costs (a + b - c - d): | | | \$0.00 |
| PRISONER TRANSPORTATION COSTS | | | |
| f) Total gross annual prisoner transportation costs: | | | <input style="width: 100%;" type="text"/> |
| g) Total annual payments provided to other municipalities for prisoner transportation: | | | <input style="width: 100%;" type="text"/> |
| h) Total annual payments received from other municipalities for prisoner transportation: | | | <input style="width: 100%;" type="text"/> |
| i) Total annual payments received from other funding sources for prisoner transportation: | | | <input style="width: 100%;" type="text"/> |
| j) Total net annual prisoner transportation costs (f + g - h - i): | | | \$0.00 |
| Total Net Annual Court Security and Prisoner Transportation Costs (e + j): | | | \$0.00 |
| Variance (Allocation - Total Net Annual Costs): | | | \$0.00 |
| SIGNATURE OF AUTHORIZED OFFICIAL: | | | |
| <i>I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.</i> | | | |
| Title: | Print Name: | | |
| <input style="width: 100%;" type="text"/> | <input style="width: 100%;" type="text"/> | | |
| Signature: | | | Date: |
| <input style="width: 100%;" type="text"/> | | | <input style="width: 100%;" type="text"/> |



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF CORPORATE SERVICES

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

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

To: Mayor and Members of Town Council

Subject: Municipal Modernization Program - Transfer Payment Agreement

1. RECOMMENDATION:

It is recommended that:

- 1. By-law 2020-024 being a by-law authorizing the execution of the Agreement between the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing be taken as having been read three times, and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

2. BACKGROUND:

On November 1, 2019, the Honourable Steven Clark, Minister of Municipal Affairs and Housing advised that Intake 1 of the Municipal Modernization Program would be available to Municipalities. Under this program the Province is making \$125 million available through 2022-2023 to help small municipalities (under 100,000 population) to conduct new service delivery reviews.

With that submission of a funding application was approved by Council on November 25, 2019, as follows:

- 1. The submission of the Town of Amherstburg for funding up to the \$200,000 in the Municipal Modernization Program BE SUPPORTED;
- 2. Administration BE DIRECTED to engage the professional services of a third party consultant, in accordance with the program eligibility requirements, to undertake a municipal service delivery review to address opportunities to achieve cost savings and efficiencies for the Town of

Amherstburg and opportunities for shared services with regional municipalities; and

3. The Mayor send correspondence to regional Mayors seeking participation in the shared services review, in a future Municipal Modernization Program.

3. DISCUSSION:

Correspondence was sent from the Mayor to regional mayors on November 29, 2020, seeking their participation in a shared services review toward municipal modernization.

On March 3, 2020 the Town received confirmation that the Government of Ontario has approved funding of up to \$200,000 towards the Amherstburg Service Delivery Review project. The expiry date of the funding Agreement is December 31, 2020. The project Final Report is due to the Ministry on or before September 18, 2020.

This funding provides the Town an opportunity to conduct a Service Delivery Review, through an independent third party consultant, to identify opportunities for the Town to recognize savings and efficiencies. The outcome from such a review is expected to benefit the Town's ratepayers and to assist in reducing or containing cost pressures faced by the municipality.

The Ministry of Municipal Affairs and Housing is requesting that the Transfer Payment Agreement be executed by the Town of Amherstburg no later than March 20, 2020. The Agreement and related By-Law 2020-24 are attached to this report.

Given the tight timelines for the funding program, Administration issued a Request for Proposal for consulting services to undertake a Service Delivery Review. As the funding has been approved, Administration is finalizing the engagement for a consultant to complete the project per Council's direction of November 25, 2019.

4. RISK ANALYSIS:

The current trends and announcements by the Provincial government suggest that grants from the Province will be significantly reduced; forcing municipalities to either reduce levels of service or increase taxation levels in an effort to attain sustainability. A failure to undertake such reviews in a pro-active manner may result in both political and financial risk to the municipality.

There is potential financial risk if the municipality does not enter into the Agreement as the municipality would not have sufficient funding to carry out the project without senior government support.

5. FINANCIAL MATTERS:

This initiative was not included in the 2020 Budget, as the project and funding determinations were made after budget development. The \$200,000 expenditures for

this project will be captured under the CAO budget centre and will be offset by eligible grant funding. As the funding covers 100% of eligible costs for the project, there is no net financial impact expected for the project.

6. CONSULTATIONS:

The Ministry of Municipal Affairs and Housing

7. CONCLUSION:

It is recommended that the Ontario Transfer Payment Agreement be executed for approved the Municipal Modernization Program funding.



Justin Rousseau
Treasurer

Report Approval Details

| | |
|----------------------|--|
| Document Title: | Municipal Modernization Program- Transfer Payment Agreement.docx |
| Attachments: | - 2020-024 Municipal Modernization Grant.docx - TPA - Amherstburg (MMP).pdf |
| Final Approval Date: | Mar 6, 2020 |

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



Cheryl Horrobin

No Signature - Task assigned to John Miceli was completed by workflow administrator Paula Parker

John Miceli



Paula Parker

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2020-024

By-law authorizing the execution of an agreement between the Corporation of the Town of Amherstburg, Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing

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

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

AND WHEREAS the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into an agreement between the Corporation of the Town of Amherstburg, and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing;

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

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the agreement as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 9th day of March, 2020.

Aldo DiCarlo, Mayor

Paula Parker, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the ____ day of _____, 20____

B E T W E E N

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and Housing
(the "Province")**

- and -

**The Corporation of the Town of Amherstburg
(the "Recipient")**

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Summary
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports

any amending agreement entered into as provided for in section 4.1

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs
and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the Town of Amherstburg

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

(a) provide to the Province, either:

- (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

- (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|--|
| Maximum Funds | \$200,000.00 |
| Expiry Date | December 31, 2020 |
| Amount for the purposes of section A5.2 (Disposal) of Schedule "A" | \$5,000.00 |
| Insurance | \$2,000,000.00 |
| Contact information for the purposes of Notice to the Province | <p>Name: Helen Collins</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Fax: 416-585-7292</p> <p>Email: helen.collins@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient | <p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p> |
| Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement | <p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p> |

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE "C"
PROJECT SUMMARY**

| |
|---|
| Objectives |
| The objective of the Project is to conduct a review of the Recipient's corporate service delivery. |
| Description |
| <p>The Recipient will retain an independent third-party to conduct a service delivery and modernization review of the Recipient's corporate services.</p> <p><u>Independent Third-Party Reviewer's Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.</p> <p>The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.</p> <p>The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.</p> <p>The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p> |
| Background |
| <p>In 2014, Deloitte LLP completed a Financial Management and Practices Review in the Town of Amherstburg resulting in 41 recommendations. Deloitte LLP identified areas of concern and utilised a team-based approach to implement the recommendations. This resulted in improved efficiencies and controls for the Town of Amherstburg.</p> <p>The Recipient is undertaking a review to meet ongoing municipal demands and changes, and citizen expectations with respect to service levels, municipal responsibility, changes in demographics and population, aging infrastructure is aging and economic development competition.</p> |

SCHEDULE "D"
BUDGET

| ITEM | AMOUNT |
|--|--------------------|
| Reimbursement for payments to independent third-party reviewer | Up to \$200,000.00 |

SCHEDULE "E"
PAYMENT PLAN

| Milestone | Scheduled Payment |
|---|---|
| <ul style="list-style-type: none"> • Execution of the Agreement | <p>Initial payment of \$150,000.00 made to Recipient no more than thirty (30) days after the execution of the Agreement</p> |
| <ul style="list-style-type: none"> • Submission of Interim Progress Report to the Province • Submission of draft Independent Third-Party Reviewer's Report to the Province • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website • Submission of Final Report to the Province | <p>Final payment of up to \$50,000.00 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report</p> |

SCHEDULE "F" REPORTS

| Name of Report | Reporting Due Date |
|----------------------------|-----------------------------------|
| 1. Interim Progress Report | June 15 th , 2020 |
| 2. Final Report | September 18 th , 2020 |

Report Details

1. Interim Progress Report

The Recipient will submit an Interim Progress Report to the Province by June 15th, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

2. Final Report

The Recipient will submit a Final Report to the Province by September 18th, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.



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: Ontario Consultation – Cannabis Consumption Venues and Special Occasion Permits

1. RECOMMENDATION:

It is recommended that:

- 1. Administration BE AUTHORIZED to submit the Ministry of the Attorney General feedback form as presented in Appendix "A" to the Ontario Consultation – Cannabis Consumption Venues and Special Occasion Permits report from the Manager of Licensing and Enforcement dated March 3, 2020.

2. BACKGROUND:

In December 2019, the Ontario government announced that it would be moving to an open market for private cannabis retail, which eliminates the temporary cap of number of private cannabis stores and the pre-qualification requirements. As of January 6, 2020 the Alcohol and Gaming Commission of Ontario (AGCO) began accepting cannabis operator licence applications and will accept store authorization applications on March 2, 2020. It is expected that AGCO will issue approximately 20 store authorizations per month beginning in April. The province indicates that an open market for retail cannabis sales will "...provide consumers with more choice and convenience and a safe, reliable supply of cannabis". Currently approximately 31 stores have been authorized by AGCO to open.

On February 10th the Ontario government announced it is launching consultations to provide consumers more choice and convenience on cannabis while giving the private market the ability to compete and combat the criminal market. The consultation which may be completed online asks the public, municipalities, businesses and stakeholders to comment on consumption venues and special occasion permits for public events such as concerts and festivals. (Ontario News Release is attached to the report for reference as Appendix "B".)

At the February 24th 2020 Council meeting Council deferred the report authorizing Administration to provide feedback to the Ontario government on cannabis consumption lounges and SOPs. In lieu of formal direction provided to Administration from Council on what to include in the feedback form, Administration has completed the attached survey for Council review and approval.

3. DISCUSSION:

The Ontario government is requesting feedback at this time to inform potential decisions about an open cannabis market for the future. There are no changes to the cannabis framework expected at this time. The government has also not offered a current timeframe for changes to the framework that may be made based on the feedback.

Feedback is sought for the potential implementation of additional cannabis business opportunities in the future including cannabis consumption lounges and Special Occasion Permits (SOPs).

Consumption Lounges/Cafes

If consumption lounges were brought forward it would facilitate the purchase and consumption of cannabis in social settings. However, the government is not looking at changing the Smoke Free Ontario Act, 2017 (SFOA, 2017) rules and regulations. Currently under the SFOA the smoking and vaping of any substance including cannabis in public places, enclosed workspaces and other prescribed places (eg. bars/restaurants) is prohibited. The government is not considering changes to the SFOA as part of this consultation. That means if consumption lounges were made legal and no changes to the SFOA were made, consumption in lounges would likely only be permitted by ingestion.

Special Occasion Permits (SOPs)

AGCO regulates SOPs for alcohol, feedback is sought in this regard for an SOP program to serve cannabis at public events. A similar program would be established by the government with a regulator in place for cannabis SOPs, as well, which would be the most efficient and desirable system subject to municipal and community input. For Council review a copy of the AGCO's Special Occasion Permit Guide has been attached for information and forms Appendix "C". Feedback with regards to cannabis SOPs is whether or not the government should consider a SOP program for cannabis to be sold and consumed at festivals and events and if yes, what conditions should be included, (e.g. what methods of consumption would be permitted, age restrictions).

There is no other jurisdiction in Canada that has implemented a framework for cannabis consumption lounges or SOPs to date.

Administration contacted the Association of Municipalities of Ontario (AMO) to seek their position on consumption venues. "AMO's Board has previously supported cannabis consumption venues as a potential tool for local economic development. The Board viewed cannabis consumption venues positively in conjunction with municipal government discretion to allow these establishments in their communities, local zoning

and licensing powers to ensure appropriate locations and community responsiveness.” AMO has since provided official correspondence with their position which is attached to this report for reference as Appendix “D”.

Administration is recommending that the feedback on cannabis consumption lounges and cannabis SOPs for events be completed with support from the Town with the caveat that municipal discretion and zoning and licensing authority be granted to local municipalities.

On March 2, 2020 the local municipalities were notified by the Windsor Essex County Health Unit (WECHU) that they would be contributing to a provincial response on behalf of Public Health Units across Ontario, the feedback from the WECHU is presently in **draft** form.

4. RISK ANALYSIS:

The government is collecting feedback at this time to inform potential decisions about opportunities in an open cannabis market in the future. The risk of not identifying the municipality’s position of an open cannabis market with municipal discretion and zoning and licensing powers could lead to provincial oversight over cannabis lounges and cannabis SOPs, if approved, with no authority granted to the Town to regulate these type of businesses and events.

5. FINANCIAL MATTERS:

There are no financial impacts associated with this report.

6. CONSULTATIONS:

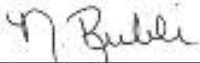
Administration has consulted with AMO who have provided their position which is attached for reference.

In November 2018, Administration sought public input on Cannabis Storefronts, of the 110 responses, 82 were in favour of hosting cannabis retail stores. Administration received 6 written comments with 5 people opposed to hosting cannabis stores and 1 in favour of retail storefronts.

If consumption lounges and cannabis SOPs were legalized and municipal discretion and zoning and licensing authority was granted, Administration would perform further consultation with residents to ascertain how the community feels consumption lounges should be governed in Amherstburg.

7. CONCLUSION:

Administration recommends submission of the attached Ministry of the Attorney General feedback form indicating Council support of cannabis consumption lounges and cannabis SOPs with municipal government discretion to allow these in their communities, local zoning and licensing powers to ensure appropriate locations and community responsiveness. The provincial government has indicated that they will also meet with key groups, including industry representatives, public health and safety organizations, education stakeholders and Indigenous representatives, to ensure their expertise and advice help to inform next steps.



Nicole Rubli

Manager of Licensing and Enforcement

Appendix "A" – Regulatory Registry Feedback Form

Appendix "B" – Ontario News Release

Appendix "C" – AGCO SOP Guide

Appendix "D" – AMO Response

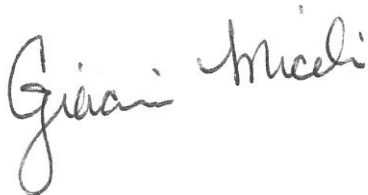
Report Approval Details

| | |
|----------------------|--|
| Document Title: | Ontario Consultation - Cannabis Consumption Venues and Special Occassion Permits.docx |
| Attachments: | - Regulatory Registry Feedback Form (2).docx - ontario-launches-consultations-on-expanding-cannabis-business-opportunities (2).docx - SOP Guide.pdf - Fwd_ AMO Response to Public Health and Emergency Health Services Consultation and Cannabis Consultations Underway.pdf |
| Final Approval Date: | Mar 4, 2020 |

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



Cheryl Horrobin



John Miceli



Paula Parker

APPENDIX “A”

REGULATORY REGISTRY FEEDBACK FORM

Potential for Cannabis Consumption Establishments and/or Cannabis Special Occasion Permits

On December 12, 2019, the government announced that it is taking steps to move to an open market for retail cannabis sales in Ontario, as it originally intended. This will provide consumers with more choice and convenience and a safe and reliable supply of cannabis. For more information, please visit <https://news.ontario.ca/mag/en/2019/12/ontario-opening-cannabis-retail-market.html>.

As part of Ontario’s transition to an open market, the government would like your feedback on the potential implementation of additional cannabis business opportunities in the future, including:

1. facilitating the sale of cannabis for consumption in establishments like lounges and cafes (cannabis consumption establishments); and,
2. cannabis special occasion permits (SOPs).

The government is collecting feedback at this time to inform potential decisions about opportunities in an open cannabis market in the future. No changes to the cannabis framework are expected at this time nor is there a current timeframe for any additional changes that may be informed by this feedback.

Cannabis Consumption Establishments and Special Occasion Permits

Cannabis consumption establishments and SOPs, if brought forward, could facilitate the purchase and consumption of cannabis in specified social settings (e.g. cafés, entertainment venues, festivals and events).

Cannabis Consumption Rules

Cannabis can be smoked or vaped in many outdoor public places and in private residences.

The *Smoke-Free Ontario Act, 2017* (SFOA, 2017) and the regulations under that Act prohibit the smoking of cannabis and the use of electronic cigarettes (e-cigarettes) to vape any substance (including cannabis) in enclosed workplaces and enclosed public places, as well as other prescribed places (e.g., restaurant and bar patios or within nine metres of these patios).

The SFOA, 2017 also prohibits drivers and passengers from consuming any form of cannabis (smoking, vaping, eating) in vehicles and boats that are being driven or will be driven, subject to certain exceptions.

The SFOA, 2017 is not the only source of smoking and vaping restrictions in Ontario. Additional restrictions on cannabis consumption may be found in municipal bylaws and the policies of employers and property owners.

The government is not considering changes to the SFOA regime as part of this consultation.

For more information on Ontario's cannabis consumption rules, please visit www.ontario.ca/cannabis.

Other Forms of Cannabis Products

On June 26, 2019, Health Canada published regulations for the production and sale of three new classes of cannabis products:

- *cannabis edibles* – cannabis products that can be consumed in the same manner as food (e.g. food or beverage)
- *cannabis extracts* – cannabis products that are produced using extraction processing methods or by synthesizing phytocannabinoids (e.g., oils, capsules, hash, wax)
- *cannabis topicals* – cannabis products that can be used on a body surface (e.g. lotion)

These new federal regulations came into force on October 17, 2019 and the new classes of cannabis products became available for sale in Ontario on January 6, 2020.

For more information on Health Canada's rules for edibles, extracts and topicals, please visit: <https://www.canada.ca/en/health-canada/news/2019/06/health-canada-finalizes-regulations-for-the-production-and-sale-of-edible-cannabis-cannabis-extracts-and-cannabis-topicals.html>

Other Jurisdictions

At this time, no other Canadian jurisdiction has implemented a framework for cannabis consumption establishments, like lounges or cafes, or SOPs.

Some jurisdictions in the United States that have legalized recreational cannabis have allowed regulated cannabis consumption establishments and SOPs where individuals are permitted to consume recreational cannabis. However, it should be noted that in those states, the consumption of recreational cannabis is restricted to private residences only (i.e. cannabis consumption is not permitted in any public place). In these jurisdictions, cannabis consumption establishments/SOPs might assist in mitigating certain equity issues in a more restrictive consumption rules framework (e.g. tourism, individuals who are not permitted to consume cannabis in their private residence per condominium/building policies).

Instructions

Please provide your feedback to the questions below on this form and submit to cannabis@ontario.ca.

The closing date for providing feedback is March 10, 2020.

Contact Information

Please provide your name, title and the full name and address of your organization (if you are submitting comments on behalf of an organization).

Nicole Rubli, Manager of Licensing and Enforcement
Town of Amherstburg
271 Sandwich Street South
Amherstburg, Ontario N9V 2A5

About You or Your Organization

(please check the appropriate box/boxes)

- | | |
|--|--|
| <input type="checkbox"/> Health organization | <input checked="" type="checkbox"/> Municipality |
| <input type="checkbox"/> Educator | <input type="checkbox"/> Indigenous organization/community |
| <input type="checkbox"/> Law enforcement | <input type="checkbox"/> Other _____ |

Region

(please refer to map and check appropriate box)

- 1. Central Ontario
- 2. Eastern Ontario
- 3. Greater Toronto Area
- 4. Northern Ontario
- 5. Southeastern Ontario
- 6. Southwestern Ontario
- 7. Western Ontario
- 8. Provincial



Cannabis Consumption Establishments/Special Occasion Permits

1. Taking into consideration the places of use rules for cannabis under the SFOA, 2017 (as outlined on page 1), should the government consider facilitating the sale of cannabis for consumption in establishments like lounges and cafes in Ontario? Why or why not?

The Town of Amherstburg supports cannabis consumption lounges and Cannabis Special Occasion Permits with **municipal government discretion to allow these in their communities, local zoning and licensing powers to ensure appropriate locations and community responsiveness.**

2. If cannabis consumption establishments were considered in Ontario, what other products should be permitted for sale in those establishments (e.g. cannabis accessories, food/beverage products that do not contain cannabis)?

The Town of Amherstburg recognizes that the provincial government is committed to meeting with key groups including industry representatives, public health and safety organizations, education stakeholders and Indigenous representatives, to ensure their expertise and advice help to inform next steps and identify other products that should be permitted for sale in consumption establishments.

3. In Ontario, the Alcohol and Gaming Commission of Ontario (AGCO) oversees the administration of an alcohol SOP program, which allows for the sale and service of alcohol at special occasions, including large scale events that are open to the public, such as festivals.

Should the government consider establishing a similar SOP program for cannabis to be sold and consumed at festivals and events? Why or why not?

If yes, what conditions should be included (e.g. should alcohol consumption at the same event be restricted, should the event be age-restricted to 19+, what methods of cannabis consumption should be permitted)?

For more information on the current alcohol SOP program, please visit:
<https://www.agco.ca/alcohol/special-occasion-permits-private-event>

The Town of Amherstburg supports cannabis consumption lounges and Cannabis Special Occasion Permits with **municipal government discretion to allow these in their communities, local zoning and licensing powers to ensure appropriate locations and community responsiveness.**

SOPs for cannabis should be regulated in a similar manner as alcohol.

4. Are there any additional risks / opportunities created by cannabis consumption establishments or SOPs when compared to authorized cannabis retail stores?

Cannabis Consumption Establishments and SOPs:

The Town of Amherstburg's Strategic Plan supports opportunities for economic growth, creation of new festivals and attracting business opportunities. The Town of Amherstburg supports cannabis consumption lounges and Cannabis Special Occasion Permits with **municipal government discretion to allow these in their communities, local zoning and licensing powers to ensure appropriate locations and community responsiveness.**

The Town of Amherstburg recognizes that the provincial government is committed to meeting with key groups including industry representatives, public health and safety organizations, education stakeholders and Indigenous representatives, to ensure their expertise and advice help to inform next steps and identify any risks associated with consumption establishments and SOPs.

5. What should be a municipality's involvement, if any, in a potential framework for cannabis consumption establishments or SOPs?

Municipal government should be provided discretion to allow these in their communities, local zoning and licensing powers to ensure appropriate locations and community responsiveness.

We are interested in any other comments or suggestions you wish to make about cannabis consumption establishments and/or SOPs.

It is important that municipal government be provided discretion to allow these in their communities, and be provided local zoning and licensing powers to ensure appropriate locations and community responsiveness.

Please submit your feedback on the Regulatory Registry by March 10, 2020
Privacy Statement

Please note that unless requested and agreed otherwise by the Ministry of the Attorney General, all materials or comments received from organizations in response to this consultation will be considered public information and may be used and disclosed by the ministry to assist the ministry in developing potential amendments to the cannabis framework. This may involve disclosing materials or comments, or summaries of them, to other interested parties during and after the request for public comment process.

An individual who provides materials or comments and who indicates an affiliation with an organization will be considered to have submitted those comments or materials on behalf of the organization so identified. Materials or comments received from individuals who do not indicate an affiliation with an organization will not be considered public information unless expressly stated otherwise by the individual. However, materials or comments from individuals may be used and disclosed by the ministry to assist in developing potential amendments.

Personal information of those who do not specify an organizational affiliation, such as an individual's name and contact details, will not be disclosed by the ministry without the individual's consent unless required by law. If you have any questions about the collection of this information, please contact the Legalization of Cannabis Branch at cannabis@ontario.ca.

Ontario Launches Consultations on Expanding Cannabis Business Opportunities

Province Looking to Offer More Choice for Consumers and More Business Opportunities

February 10, 2020 10:00 A.M.

The Ontario government is launching consultations in order to provide consumers more choice and convenience on cannabis while giving the private sector enhanced ability to compete against and combat the criminal market.

"Ontario continues to take a responsible approach to cannabis retail sales across Ontario, allowing private sector businesses to build a safe and convenient retail system to combat the illegal market while keeping our kids and communities safe," said Attorney General Doug Downey. "We are asking Ontarians to share their feedback as we explore certain expanded cannabis-related business opportunities as part of our responsible approach to protecting families and communities. What we hear from the public and expert groups will help to inform possible next steps."

The [online consultation](#) asks the public, businesses, health and other stakeholders to comment on potential new cannabis opportunities, including consumption venues and special occasion permits for events such as outdoor festivals and concerts.

The government will also meet with key groups, including industry representatives, public health and safety organizations, education stakeholders and Indigenous representatives, to ensure their expertise and advice help to inform next steps.

People interested in participating in the consultations can submit their feedback online by visiting the [Ontario Regulatory Registry](#).

QUICK FACTS

- On December 12, 2019, the Ontario government announced next steps to move to an open market for retail cannabis sales to provide consumers more choice and convenience and a safe, reliable supply of cannabis.
- These consultations are part of Ontario's ongoing work to establish a strong, well-considered legal cannabis market in Ontario.

- Smoking and vaping cannabis are prohibited in indoor public places and other designated areas under the *Smoke-Free Ontario Act, 2017*.
- Consumers must be 19 and older to buy, use, possess and grow recreational cannabis. This is the same as the minimum age for the sale of tobacco and alcohol in Ontario.
- Cannabis stores are tightly regulated and rules are strictly enforced by the Alcohol and Gaming Commission of Ontario (AGCO).
- Since Ontario announced it would open the [legal cannabis market](#), the AGCO has received more than 700 applications for retail operator licences.

LEARN MORE

- [Visit the Regulatory Registry to provide your feedback](#)
- [Learn Ontario's cannabis rules](#)

Jenessa Crognali Minister's Office
Jenessa.Crognali@ontario.ca
Brian Gray Communications Branch
MAG-Media@ontario.ca
416-326-2210

[Available Online](#)
[Disponible en Français](#)



Alcohol and Gaming Commission of Ontario

Special Occasion Permit Guide

OCTOBER 2019



Alcohol and Gaming Commission of Ontario

Special Occasion Permit Guide

OCTOBER 2019

1575E (2019/10)



AGCO

Alcohol and Gaming
Commission of Ontario



AGCO

Alcohol and Gaming
Commission of Ontario

Alcohol and Gaming Commission of Ontario

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Toronto ON M2N 0A4

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Tel: 416-326-8700 or 1-800-522-2876 toll free in Ontario

Website: www.agco.ca

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Section 1: When is a Special Occasion Permit Required?

A Special Occasion Permit (SOP) is required any time alcohol is served anywhere other than in a licensed establishment or a private place, or when public consumption of a patron's own alcohol is permitted at a tailgate event. A private place is an indoor area not usually open to the public and not open to the public during the event (for example, a boardroom, private office or a residence).

SOPs are for occasional, special events only, and not for personal profit or running an ongoing business. A permit may be revoked if the Registrar established under the Alcohol, Cannabis and Gaming Regulation and Public Protection Act (ACGRPPA) has reason to believe the event is being used for personal gain.

The following is an overview of the types of SOPs available, depending on the kind of event you are holding. For detailed information, see "Detailed Information on Event Types", below.

TYPES OF SPECIAL OCCASION PERMITS: OVERVIEW

Four Special Occasion Permits may be issued for the following types of events:

- **Private Events** are limited to invited guests only and may not be publicly advertised. The public cannot be admitted and there can be no intent to gain or profit from the sale of alcohol at the event.
- **Public Events** are open to the public. These events can be advertised and fundraising and/or profit from the sale of alcohol at the event is permitted.
- **Tailgate Events** are Public Events that are held in connection with, and in proximity to, a live sporting event and where attendees may bring their own liquor (BYOB) for consumption at the event.
- **Industry Promotional Events** may be held to promote a manufacturer's product(s) through sampling. There can be no intent to gain or profit from the sale of alcohol at the event.

The following sections provide an overview of Private Events, Public Events (except Tailgate Events) and Industry Promotional Events.

For more information on tailgate (public) events, please refer to the AGCO's **Tailgate Event Permit Guide**.

Section 2: “Sale” vs. “No Sale” of Alcohol

For each type of permit (except tailgate events), you may apply for either a “Sale” or “No Sale” permit depending on how you plan to serve alcohol at your event:

- A “No Sale” permit is required when:
 - ◇ alcohol is served without charge;
 - ◇ no money and/or other forms of payment is collected directly or indirectly for alcohol from guests (e.g. through admission charge or ticket sales); and
 - ◇ the permit holder absorbs all alcohol costs.
- A “Sale Permit” is required for events where money is collected for alcohol through, for example:
 - ◇ an admission charge to the event;
 - ◇ the sale of alcohol (cash bar) or alcohol tickets sold to people attending the event;
 - or
 - ◇ the collection of money and/or other forms of payments for alcohol before the event.

Section 3: Conditions

The Alcohol and Gaming Commission of Ontario (AGCO) regulates the sale, and service of beverage alcohol in Ontario and provides assistance to applicants and permit holders in understanding how to conduct an event in a responsible manner.

The Registrar may review applications for SOPs to determine if there are any risks associated with an event. The Registrar has the authority to attach conditions to a SOP to mitigate any risks that may be related to an event. Conditions might include, for example, limiting the hours of sale and service of alcohol, or requiring licensed security staff to be hired/on duty during the event. A **list of conditions** is available on the AGCO website.

Section 4: Changes to your Event/Permit

If there is a change to the permit area(s) or the event after the permit is issued (such as a change in location, date, event type, permit area(s), estimated attendance and/or capacity, the addition of tiered seating, or the addition of

participating licensees) the permit holder must submit a change request. In some cases, a new permit may be required. If the permit holder does not notify the AGCO by submitting such a request, administrative action may be taken against the permit holder including, but not limited to, the immediate revocation of the SOP. Application fees are non-refundable.

Section 5: Revocation of Permit

A police officer or an AGCO Compliance official may revoke a SOP while the event is underway if he/she reasonably believes that the *Liquor Licence Act* or its regulations are being contravened in connection with the event.

Any SOP holder may be issued a monetary penalty as a result of specific breaches of the *Liquor Licence Act* and its regulations. The amount of the monetary penalty will be based on the approved **Schedule of Monetary Penalties** which can be found on the AGCO website (see Special Occasion Permit on pages 18 and 27).

Section 6: Application Fees

Special Occasion Permit application fees are non-refundable. Please refer to the **Schedule of Fees** on the AGCO website for current SOP fees.

Section 7: Detailed Information on Event Types

PRIVATE EVENTS

Private Events are limited to invited guests only and may not be publicly advertised. The public cannot be admitted and there can be no intent to gain or profit from the sale of alcohol at the event.

Examples of a private event would include stags, stag and does, bridal showers, wedding receptions, anniversary parties, baptisms or birthday parties, among others, where only family, friends and people known to the hosts or permit holders are invited to attend.

Information about the event may be shared with invited guests and members only. The event must not be advertised to the public (e.g. by way of flyers, newspaper,

internet or radio). Acceptable forms of notification may include social media (not available for viewing by the general public, must be a personal guest list, private invitation, etc.).

Homemade Wine and Beer

Homemade wine and beer can only be served but not sold at a wedding, anniversary, or other family special occasion (e.g. a family reunion or other similar family gathering).

The wine and/or beer must be made by a member of the family hosting the event and the permit holder must have acquired it free of charge. The permit holder may not sell the wine and/or beer.

Wine and/or Beer Club/Association/Group

The objects of the club/association/group are the testing, exhibition and judging of wine and/or beer made by its members. Wine and/or beer may only be served to members of the club/association/ group. No service is allowed to the public. These events must be "No Sale" events and alcohol must be served without charge.

Application Deadlines for Private Events

- For Indoor Events, the application must be submitted at least **10 days** prior to the event.
- For Outdoor Events, the local municipal clerk's department, police, fire and health department must be given a written notice **30 days** before the event when expecting **fewer than 5,000** people per day. If expecting **5,000 or more** people per day, a notice to the same group is required at least **60 days** prior to the event. If there is a tent, marquee, pavilion or tiered seating being used, then the local building department must be notified in writing. For a list of Ontario municipalities, see **Appendix A - Contact Information**.

PUBLIC EVENTS

A Public Event SOP can be issued:

- To a charitable organization under the *Income Tax Act* (Canada);
- To Not-for-Profit organizations/associations organized to promote charitable, educational, religious or community objects;
- For an event of provincial, national or international significance; or
- For an event designated by a municipal council as an event of municipal significance.

- For a tailgate event held at outdoor premises that are at ground level, where the event is held in connection with, and in proximity to, a live professional, semi-professional or post-secondary sporting event. For more information on tailgate events, please see the AGCO's Tailgate Event Permit Guide.

Public Events may be held to raise funds for charitable purposes and objects that benefit the public at large (e.g. advancement of education, religion, relief of poverty, charitable purposes benefiting the community).

An event of municipal significance requires a municipal resolution or a letter from a delegated municipal official (e.g. municipal clerk) designating the event as "municipally significant".

Advertising

A Public Event permit holder may advertise or promote the availability of alcohol only in accordance with the **Registrar's Advertising Guidelines** (available on the AGCO website). Please refer to Section 7(2), Regulation 389/91 of the *Liquor Licence Act* for further information.

Designated Public Events – outdoor public events involving liquor sales licensed establishments

If a SOP has been issued for an outdoor event that has both licensed areas (bars, restaurants, etc.) and areas to which the SOP applies (e.g. the street on which the event is taking place), patrons can move freely between these areas with a single serving* of alcohol under certain conditions approved by the Registrar. Licensees and permit holders are responsible for ensuring this requirement is met.

**A single serving is defined as a serving of alcohol that is no larger than the following: 341 ml (12 oz.) of beer, cider or cooler, 29 ml (1 oz.) of spirits, 142 ml (5 oz.) of wine, 85 ml (3oz.) of fortified wine.*

To be eligible, the event must meet the following criteria:

- The event must be an outdoor event (e.g. street festival);
- The event must be designated "municipally significant" and the applicant must submit a resolution of municipal council or a letter from a delegated municipal official designating the event as "municipally significant"; and
- The licence holders and the permit holder must have entered into an agreement to ensure that there is no unreasonable risk to public safety, the public interest and the public, and no unreasonable risk of non-compliance with the *Liquor Licence Act* and its regulations by either of the parties.

This agreement must be submitted to the AGCO for review and approval at least 30 days prior to the event.

Please refer to Section 34.1, Regulation 719 of the *Liquor Licence Act* for further information (see **Appendix A - Contact Information**).

Donated Alcohol

Public events conducted by charitable organizations registered under the *Income Tax Act* and not-for-profit organizations/associations may accept alcohol donated by manufacturers of alcohol. Records (such as receipts or invoices) for all product must be obtained by the SOP holder and must be made available for inspection by an AGCO Compliance Official or a police officer. Donated alcohol must be processed by a government store (LCBO store, LCBO Agency store, The Beer Store or authorized manufacturer's retail store) under the permit.

Social Gaming Events

Social Gaming events are eligible for a SOP for a Public Event provided the applicant is a charitable organization or a religious organization, and the games are licensed under section 207 of the *Criminal Code* (Canada).

The holder of a SOP for a Public Event may offer alcohol, donated or otherwise, as a prize, provided there is a lottery licence issued to the permit holder. Only charities or not-for-profit organizations/associations are eligible for a lottery licence. Please note only those 19 years of age or over may be awarded alcohol as a prize and this condition must be disclosed and printed on all tickets. For more information on obtaining a **lottery licence**, please visit the AGCO website.

Application Deadlines for Public Events

- For Indoor Events, the application must be submitted at least **30 days** prior to the event.
- For Outdoor Events, the local municipal clerk's department, police, fire and health department must be given written notice **30 days** before the event when expecting **fewer than 5,000** people per day. If expecting **5,000 people or more** per day, a notice to the same group is required at least **60 days** prior to the event. If there is a tent, marquee, pavilion or tiered seating being used, then the local building department must be notified in writing. For a list of Ontario municipalities, see **Appendix A - Contact Information**.

INDUSTRY PROMOTIONAL EVENTS

Industry Promotional Events are events that promote a manufacturer's product(s). There can be no intent to gain or profit from the sale of alcohol at the event, however, samples for tasting at the event may be provided (under a "No Sale" permit) or sold (under "Sale" permit). Retailing of alcohol is not permitted at the event, however, manufacturers and/or their representatives may accept orders for alcohol purchases at the event.

Advertising

An Industry Promotional Event permit holder may advertise or promote the availability of alcohol only in accordance with the **Registrar's Advertising Guidelines** (available on AGCO website). Please refer to Section 7(2), Regulation 389/91 of the *Liquor Licence Act* for further information.

Event Organizers or AGCO Licensed Representatives

If an event organizer, manufacturer or AGCO licensed representative of a manufacturer is conducting market research or providing samples on behalf of a manufacturer, the event organizer may be required, upon request, to make available a letter from the manufacturer authorizing them as their representative to conduct market research and/or sampling.

Market Research

Market research may be conducted under an Industry Promotional, "No Sale" SOP by or on behalf of a liquor manufacturer for the purposes of gathering and analyzing information about consumers' needs and preferences. Market research conducted under Industry Promotional SOPs can be advertised and open to the public or for invited guests only. Samples at market research events cannot be sold and the retailing of alcohol is not permitted.

It is a requirement to have a clearly defined permit area. If the market research is done in an open area (e.g. a mall foyer), the area must still be readily distinguishable from the area where the permit does not apply.

Alcohol being sampled at a market research event does not have to be purchased from a government store.

Application Deadlines for Industry Promotional Events

- For Indoor events, the application must be submitted at least **30 days** prior to the event.

- For Outdoor Events, the local municipal clerk's department, police, fire and health department must be given a written notice **30 days** before the event when expecting **fewer than 5,000** people per day. If expecting **5,000 or more** people per day, a notice to the same group is required at least **60 days** prior to the event. If there is a tent, marquee, pavilion or tiered seating being used, then the local building department must be notified in writing. For a list of Ontario municipalities, see **Appendix A - Contact Information**.

Section 8: Guidelines for Submitting SOP Applications

APPLICANT INFORMATION

You must be 19 years of age or older to obtain an SOP. If the applicant is an organization, association or company, the application must be completed by a member or representative who will be at least 19 years of age on the day of the event, who has signing authority for the organization, association or company. Applicants must provide all information, materials, documentation or approvals as may be requested.

RESPONSIBLE PERSON(S)

The Permit Holder/Responsible Person must be present throughout the SOP event and is responsible for the safety and sobriety of people attending the event. They must ensure the event is run properly and in compliance with the *Liquor Licence Act* and its regulations. To request, view or download a copy of these documents, see the **e-Laws statute and regulations** on the Government of Ontario website.

The Permit Holder/Responsible Person indicated on the application will be noted on the permit. If there is more than one Responsible Person, all must be named and at least one of the persons named must be at the event at all times.

NOTE: If in an emergency situation the Permit Holder/Responsible Person is unable to attend, then it is the responsibility of the Permit Holder to designate in writing someone to attend the permit event on his/her behalf. The Designated Person is responsible to ensure that all legal requirements for the permit event are met. The Designated Person must not be someone who has previously been refused a Special Occasion Permit(s) by the AGCO.

EVENT NAME AND DETAILS

In this section, please expand on the details and purpose of your event. If your event has a name (e.g. "Annual Rib-Fest" or "Anderson Family Wedding"), please provide that information in this section.

LOCATION NAME, ROOM NAME OR AREA

If the room or location is within a large complex, specify the room name or use the exact location (e.g. Main Hall B, or 2nd floor, North West section). Do not use the name of the building or complex to describe the room or location (e.g. the North Tower).

For OUTDOOR areas, you must use specific descriptions (e.g. pavilion, outdoor fenced area, main banquet room & fenced area/patio, etc.). Do not use "grounds", "outside" or name of the park.

DATES AND TIMES OF EVENT

You may sell and serve alcohol only during the hours specified on your permit and consumption of alcohol by patrons may only take place during the hours specified on your permit.

Hours must be between 9:00 a.m. to 2:00 a.m. on any day except New Year's Eve (December 31) where hours may be between 9:00 a.m. and 3:00 a.m. the following day (January 1).

Date(s): Indicate the date on which the event will take place. If your event runs into the following day (e.g. until 2:00 a.m.), you must only indicate the first day (e.g. if the event begins April 9th at 7:00 p.m. and ends April 10th at 2:00 a.m. you would only indicate "April 9").

Start Time: Indicate the time at which the sale, service and consumption of alcohol will begin.

End Time: Indicate the time at which the sale, service and consumption of alcohol will end. Please note that the signs of alcohol must be cleared no later than 45 minutes after the end of the serving period (e.g. if serving period ends at 1:00 a.m., all alcohol must be cleared by 1:45 a.m.).

Multiple day events

Multiple day event permits can only be issued if:

- Each event is one in a series of events;
- The application for the permit is for all of the events (dates);
- The nature, purpose, location and target audience of each of the event dates are the same (e.g. monthly social club gatherings, monthly book club meetings, etc.); and
- As a result of doing so, the permit holder is not operating an ongoing business, or does not appear to be doing so.

LOCATION INFORMATION

The location/area where the event is to take place must meet the guidelines below. You can obtain this information from the premises owner or manager and should confirm that the building has been inspected by the proper authorities. The following guidelines must be met:

- The permit location/area where alcohol will be sold/served/consumed must be readily distinguishable from areas where the permit does not apply. This means that all areas that are not part of the permit area must be clearly defined and visibly separated from those areas covered under the permit. For example, boundaries of the permit area could be identified using:
 - ◇ Painted lines, tape or dots around perimeter
 - ◇ Plants, furniture, or other fixed items
 - ◇ Ropes and temporary fences
 - ◇ Pylons or other similar visible markers
 - ◇ Signage indicating where alcohol can be consumed or is prohibited
- The location may not be a licensed establishment under suspension and the event must comply with any conditions that apply to the licence (e.g. restricted hours of operation);
- The premises may not be a dwelling, or rooms or land adjacent to and used in conjunction with a dwelling;
- The location may not be in a dry area if alcohol is to be sold at the event. A dry area is an area/municipality where alcohol is not sold.

Note: If your event is being held at different locations (whether it's on the same day or over the course of several days), a separate permit is required for each location/address.

ESTIMATED ATTENDANCE

Indicate how many people you expect will attend the event per day.

CAPACITY

The maximum capacity of many **indoor premises** is predetermined by either the Building or Fire Department. It is the permit holder's responsibility to ensure these capacities are not exceeded during the permit event.

Maximum capacities for all **outdoor areas (and indoor areas without a designated Building or Fire Department capacity)** is determined by dividing the actual size of the permit area (as determined in square metres or square feet) by 1.11 square metres or 12 square feet per person.

For example:

- **30 m x 60 m = 1,800 square metres ÷ 1.11 = 1,621 persons; or**
- **100 ft x 200 ft = 20,000 sq.ft. ÷ 12 = 1,666 persons.**

The capacity for any location/room/area is the lesser of the occupant load set by Fire, Health or Building and the estimated capacity as calculated above.

NOTE: It is the permit holder's responsibility to ensure these capacities are correct and are not exceeded during the permit event.

HOMEMADE WINE AND/OR BEER

Homemade wine and beer can only be served (not sold) at a wedding, anniversary, or other family special occasion (e.g. a family reunion or other similar family gathering). The wine/beer must be made by a member of the family hosting the event and the permit holder must have acquired it free of charge. The permit holder may not sell the wine/beer.

WILL ALCOHOL BE SOLD?

You must answer "yes" to this question if you are collecting money for alcohol either directly, through the sale of alcohol or drink tickets at the event (e.g. cash bar, sale of drink tickets), or indirectly through the sale of admission, membership fees or the collection of money for alcohol before the event.

IS THERE AN ADMISSION CHARGE AND/OR WILL TICKETS BE SOLD FOR THIS EVENT?

You must answer “yes” to this question if you are collecting money through ticket sales or an admission charge to the event.

OUTDOOR EVENTS

Will alcohol be sold, served or consumed outdoors (including tent/marquee/pavilion or tiered seating area(s))?

Outdoor events are those which take place outdoors or in a temporary structure, such as a tent, marquee, pavilion or tiered seating (e.g. bleacher seating, stadium-type seating, seating arranged in sloping tiers).

The outdoor area must be clearly defined and separated from areas where the permit does not apply.

You will be required to provide a detailed sketch showing the dimensions of the area for which the permit will apply (see example below).

You must also notify in writing the local municipal clerk’s department, police, fire and health departments informing them of the event, and include a sketch identifying the physical boundaries. If a tent, marquee, pavilion or tiered seating is used, you must also notify in writing the local building department.

The applicant’s timelines for notifying local authorities are:

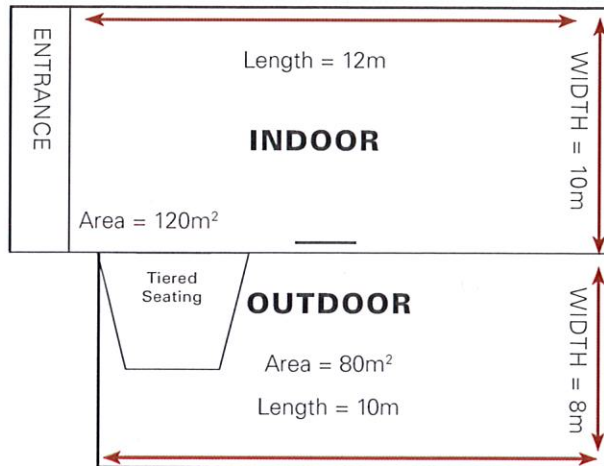
- **30 days** before the event takes place, if **fewer than 5,000** people per day are expected to attend the event; or
- **60 days** before the event takes place if **5,000 or more** people per day are expected to attend the event.

You should retain copies of all letters sent to authorities, as you may be required to include them with your application or make them available upon request.

TIERED SEATING

If a SOP application is submitted for a location that includes tiered seating (e.g. bleachers, stadium seating, etc.), this must be indicated on your application. If the event is outdoors, the location of the tiered seating must be clearly identified on a sketch and submitted along with the application.

Example of sketch showing SOP area:



REQUIRED DOCUMENTATION

If your event includes *any* of the following, you should retain copies of all letters sent to municipal authorities, as you may be required to make them available upon request:

- Any tiered seating;
- Any outdoor event (public, private or industry promotional);
- Outdoor Public Events involving liquor sales licensed establishments (e.g. Outdoor Street Festival);
- Public Events requiring a municipal resolution or letter from a delegated municipal official designating the event as “municipally significant” – see Section 7.

The following documents may be required for your application:

- **Detailed Sketch** - For Public, Private or Industry Promotional events if the event is being held outdoors.
- **Letter of Support** - For Public, Private or Industry Promotional events if the event is being held by a representative of a foreign government.
- **Municipal Resolution** - Required if the event is a public event of municipal significance, or is an outdoor public event that involves liquor licensed establishments.
- **Involvement of liquor licensed establishments** - Required if the event is an outdoor, public event and involves liquor sales licence holders.

- **Letter of Authorization** - Event organizers conducting sampling at an Industry Promotional event may be required to produce a letter of authorization from the Manufacturer or AGCO Licensed Representative.

Note: You may also provide any supplementary documents you feel may be helpful in the review of your application.

IS THE EVENT FOR INVITED GUESTS ONLY?

If your event is not open to the public, and for invited guests only, answer “yes” to this question.

If your event is open to the public and has been or will be advertised, answer “no” to this question.

Section 9: Purchasing Alcohol for a SOP Event

Generally, all alcohol must be purchased in Ontario through a government store or a store authorized under clause 3(1)(e) of the *Liquor Control Act*. These include any LCBO store, LCBO Agency store, The Beer Store, or any authorized manufacturer’s retail store. Some exceptions for purchasing alcohol under the permit apply. Please see relevant sections of this guide for more information.

Applicants should contact the **Canada Revenue Agency** for information concerning any collection of Harmonized Sales Tax (HST) or other obligations they may have relating to the HST and the sale of alcohol under the permit.

The permit and product receipts for all alcohol products purchased under the permit must be readily available during the SOP event for presentation upon request at the event by AGCO Compliance Officials.

Section 10: Storage of Alcohol

Alcohol that has not been consumed must be removed from the premises at the end of the event. When returning unopened alcohol purchased from a government store, you must produce the permit and a copy of your payment records (e.g. receipts and/or invoices). Check with the retailer at which you purchased the alcohol for further details.

If a multiple day event permit is issued, the permit holder may store alcohol that is sold under the permit between event dates if the permit holder:

- Identifies on the application, the location where the alcohol sold under the permit is to be stored;
- Stores the alcohol in a secure area that is not a dwelling;
- Ensures that the alcohol is stored separately from other alcohol not sold under the permit;
- Provides the AGCO with a list of persons with access to the location; and
- Ensures that the alcohol is made available to AGCO Compliance Officials and police officers for inspection upon request.

Section 11: Event Guidelines

RESPONSIBLE PERSON(S)

The Permit Holder, Responsible Person(s) and/or Designated Person must be present throughout the SOP event.

SECURITY

The permit holder must provide security sufficient to ensure that unauthorized persons do not attend the event and to ensure that the conditions of the permit and requirements of the *Liquor Licence Act* are observed. In order to determine whether security is sufficient, the permit holder shall consider:

- The nature of the event;
- The size of the premises; and
- The age and number of persons attending the event.

COMPLIANCE WITH THE LAW

AGCO Compliance Officials and police officers have the authority to access and inspect any location or area where a SOP event is being held.

If breaches of the *Liquor Licence Act* or its regulations are observed or if there is an immediate threat to public safety, an AGCO Compliance Official or police officer may revoke a SOP while the event is underway.

A Permit Holder, Responsible Person(s) and/or Designated Person may be issued a monetary penalty by the AGCO as a result of specific breaches of the *Liquor*

Licence Act or its regulations. For further information please refer to the **Schedule of Monetary Penalties** on the AGCO website.

SERVER TRAINING

Smart Serve Ontario offers a responsible alcohol beverage service training program for the Ontario hospitality industry. While not a requirement, permit holders and/or their staff may wish to consider taking this training to learn more about safe and responsible sale and service of alcohol. For more information, please contact Smart Serve Ontario (see **Appendix A - Contact Information**).

iAGCO RESOURCES

The AGCO has published a series of **tip sheets** to help you in planning your event. You may view and/or download them from the AGCO website or call or visit the AGCO for a copy.

Appendix A – Contact Information

Alcohol and Gaming Commission of Ontario (AGCO)

90 Sheppard Avenue East, Suite 200
Toronto, ON M2N 0A4
Website: www.agco.ca or [iagco online portal](#)
Tel: 416-326-8700
Toll Free: 1-800-522-2876

Additional Industry Contacts

Canada Revenue Agency

Website: www.cra-arc.gc.ca/

Liquor Control Board of Ontario (LCBO)

Telephone: 416-365-5900
Toll-free in Ontario: 1-800-668-5226
Mobile: #LCBO (#5226)
TTY Toll free in Ontario: 1-800-361-3291
Website: www.hellolcbo.com

Liquor Licence Act and Regulations (Government of Ontario)

Telephone: 416-326-5300
TTY/Teletypewriter (for the hearing impaired): 416-325-3408
Toll free in Canada: 1-800-668-9938
TTY Toll free in Ontario 1-800-268-7095
Website: www.ontario.ca/laws/statute/90I19

Ontario Municipalities

Website: www.mah.gov.on.ca/page1591.aspx

Smart Serve Ontario

5407 Eglinton Avenue West, Suite 105
Toronto, ON M9C 5K6
Telephone: 416-695-8737
Toll-free in Ontario: 1-877-620-6082
Email: info@smartserve.ca
Website: www.smartserve.ca

AMO Policy Update



February 11, 2020

AMO Response to Public Health and Emergency Health Services Consultation and Cannabis Consultations Underway

Public Health and Emergency Health Services Modernization Consultation

AMO provided comprehensive, [written submissions](#) to the Minister of Health this week in response to the [Public Health](#) and [Emergency Health Services](#) Modernization consultations. Our members heard assurances in Minister Elliott's remarks at the 2019 AMO conference that nothing is "set in stone". Underlying both submissions is the notion that municipal governments and the Province can work together to collectively preserve what is working well and fix what needs fixing.

The outcome of public health modernization should achieve better population health outcomes through effective, cost efficient, and locally responsive services. Investments in public health make sense to keep people healthy through a focus on the social determinants of health. It contributes to ending hallway health care and saves provincial health costs in the long term. AMO feels that a separate discussion on 2020 and 2021 funding is needed urgently prior to any consideration of restructuring. Municipal governments cannot be expected to make up for reductions in provincial funding. Nor can they bear the costs of provincial restructuring.

When it comes to structure, one size will not fit all. Consistency in service delivery and reducing inefficiencies do not depend on a single governance or leadership type. There are many ways to continuously improve the existing system by building capacity and better system coordination. With provincial help, new ways to serve our Francophone population and Indigenous People are possible.

On emergency health services, AMO has provided advice with an aim to strengthening municipal EMS services in a way that contributes to helping end hallway health care and meets the local needs of communities. Addressing longstanding municipal priorities should be the focus of current efforts before any potential consideration of restructuring. This includes improvements to dispatch as a first priority. Others include addressing non-urgent transfers, fixing the funding model, expanding fully 100% provincially funded community paramedicine and developing strategies to reduce offload delays. Increasing hospital capacity and having alternative health facilities, especially mental health and addictions programs, for patients who do not need hospital care available in communities will help. The new models of care for low acuity 9-1-1 patients can help improve access and reduce hallway health care, but they need to have alternative 24/7 health facilities that are available in all communities.

The Ministry of Health has committed to further conversations with AMO's Health Task

Force. AMO also expects further discussions at the MOU table before decisions are made.

In recognition of the work underway to prepare for, and respond to, the 2019 novel coronavirus the Ministry of Health has extended the deadline for submitting written feedback to March 31, 2020. The technical discussion papers and information on how to respond is found on the Ministry [website](#).

AMO Contact:

Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416-971-9856 ext. 329.

Ontario Consulting on Cannabis Consumption Venues and Special Occasion Permits

The Ministry of the Attorney General has announced consultations on cannabis consumption venues and special occasion permits for cannabis in Ontario. The Ministry is seeking feedback on whether to allow these and the rules and parameters guiding their establishment and operation.

The Ministry is specifically consulting on the role of the Alcohol and Gaming Commission of Ontario (AGCO), the agency responsible for regulating, licensing and inspecting cannabis stores; and the potential role of municipal governments in regulating the proposed cannabis consumption lounges.

AMO's Board has previously supported cannabis consumption venues as a potential tool for local economic development. The Board viewed cannabis consumption venues positively in conjunction with municipal government discretion to allow these establishments in their communities, local zoning and licensing powers to ensure appropriate locations and community responsiveness.

Special Occasion Permits for cannabis could also be desirable for some events. The AGCO regulates Special Occasions Permits for alcohol and it is possible that a single regulator for these permits may be the most efficient and desirable system subject to municipal government and community input.

Municipal governments are encouraged to review the [consultation materials](#) and respond as appropriate by the deadline of March 10, 2020.

AMO Contact:

Craig Reid, Senior Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

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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: Kingsbridge Subdivision Phase 5G - Proposed Redline Plan to Draft Plan Approval

1. RECOMMENDATION:

It is recommended that:

- 1. Administration BE DIRECTED to NOTIFY the County of Essex that the Town of Amherstburg supports the minor change to the revised draft plan approval for Kingsbridge Subdivision Phase 5G as described in the report Kingsbridge Subdivision Phase 5G – Proposed Redline Plan to Draft Plan Approval from the Manager of Planning dated March 2, 2020.

2. BACKGROUND:

In December 2013, Council passed a resolution that Administration be directed to advise the approval authority (County of Essex) that Council supports draft plan approval subject to satisfactory conditions for Kingsbridge Phase 5G. At that same meeting, Council approved a Zoning By-law Amendment to holding Residential Second Density (h-R2) Zone and holding Residential Multiple First Density (h-RM-1) Zone. On September 17, 2014, the County of Essex issued the conditions of draft plan approval.

In July 2017, the proponent received a three-year extension of the draft plan approval for Kingsbridge Subdivision Phase 5G (File #37-T-13003). The extension was required and warranted due to a lengthy approval process with the Ministry of Natural Resources and Forestry (MNR), which impacts the Kingsbridge Subdivision Development as a whole as opposed to only this phase.

On January 27, 2020, the developer entered into a subdivision agreement with the Town of Amherstburg. The subdivision agreement contains the standard provisions

utilized by the Town to address servicing, collection of development charges and community benefit charges, timing for the issuance of building permits, as well as special requirements unique to Phase 5G of the Kingsbridge Subdivision development.

On March 2, 2020, the developer submitted a revised draft plan (see attached) to the Town and the County of Essex for consideration. The County as the approval authority directed Town administration to bring forward the revised draft plan for Council's review and approval. The County will require a resolution of Council indicating that the Town has reviewed the proposed redline plan and that it supports the change.

3. DISCUSSION:

The subject lands affected by the proposed redlined draft plan of subdivision are described as Part of Lots 11 and 12, Concession 1. The redlined draft plan shifts the road northerly 5 m with the intention of widening the McLellan avenue R.O.W to 25 m all the way through to Knobb Hill Drive.

Planning has reviewed the redlined plan and confirms that the plan adheres to the Town's Zoning By-law 1999-52, as amended. Zoning conformance for purpose of draft plan approval includes sufficient lot frontage and lot areas. Review and compliance of setback and lot coverage will be completed during the building permit application process to ensure compliance with the Zoning By-law.

The proposed redlined revision and change in conditions of draft plan approval have been confirmed to be minor in nature by the County of Essex. The County of Essex is not required under Section 51(47) of the Planning Act to give notice when a change is minor in nature, and there will be no appeal period.

4. RISK ANALYSIS:

The recommendation presents limited risk to the municipality. The redline modifications will not impact standard provisions utilized by the Town to address servicing, collection of Development Charges and Community Benefit Charges, timing for the issuance of building permits, as well as special requirements unique to phase 5G of the Kingsbridge Subdivision development.

5. FINANCIAL MATTERS:

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

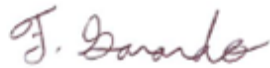
6. CONSULTATIONS:

The proposed red line to the draft plan was received by the County of Essex as the approval authority and directed to the Town. Significant consultation has occurred with the County directing that the redlined plan go before Council for a resolution of support.

The Engineering and Public Works Department was consulted upon receipt of the redlined plan which confirmed no concerns with the proposed modification.

7. **CONCLUSION:**

Administration is recommending approval of the redlined draft plan for Kingsbridge Phase 5G submitted by 1027579 Ontario Limited and that the resolution of support be circulated to the County of Essex.



Frank Garardo
Manager of Planning Services

FG:KD

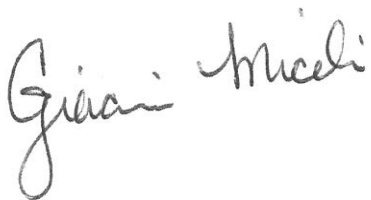
Report Approval Details

| | |
|----------------------|---|
| Document Title: | Kingsbridge Subdivision Phase 5G-Proposed redline plan to draft plan approval .docx |
| Attachments: | - Report to Council-March 9-Kingsbridge Redline Phase 5-ATTACHMENTS.pdf |
| Final Approval Date: | Mar 4, 2020 |

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



Cheryl Horrobin



John Miceli



Paula Parker

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

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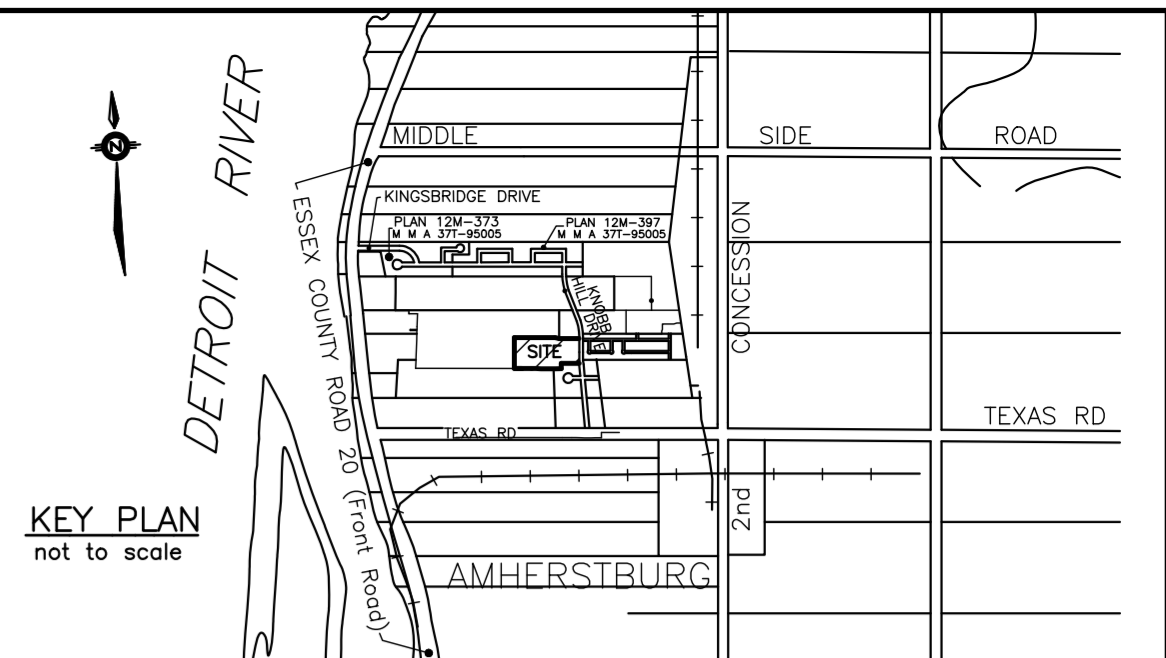
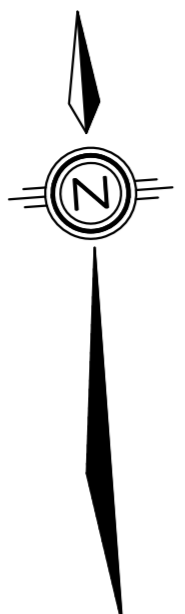
INTEGRATION DATA

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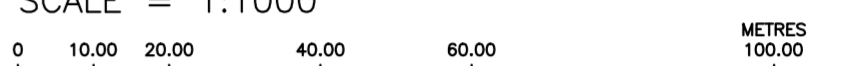
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| ORP-B | N4666573.27 | E325823.66 |

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

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



RED LINE - MARCH 2, 2020
DRAFT PLAN OF SUBDIVISION
 OF
PART OF LOTS 11 and 12,
CONCESSION 1,
 GEOGRAPHIC TOWNSHIP OF ANDERDON
 NOW IN THE
TOWN OF AMHERSTBURG
 COUNTY OF ESSEX, ONTARIO
 © VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.
 SCALE = 1:1000



LEGEND
 ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.
 SIB DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR
 IB DENOTES 16mm X 16mm X 0.61m SHORT STANDARD IRON BAR
 IB# DENOTES 19mm diameter X 0.61m ROUND IRON BAR
 C DENOTES CUT-CROSS
 C# DENOTES 5mm X 50mm STEEL PIN
 DENOTES SURVEY MONUMENT FOUND
 DENOTES SURVEY MONUMENT SET AND MARKED 1744
 DENOTES WITNESS DENOTES PERPENDICULAR
 DENOTES SET (M) DENOTES MEASURED (D) DENOTES DEED
 DENOTES OBSERVED REFERENCE POINT
 SSIB'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.
 (S/P) DENOTES SET PROPORTIONALLY (OU) DENOTES ORIGIN UNKNOWN
 (P) DENOTES PLAN 12M-397 (P1) DENOTES PLAN 12R-441
 (P2) DENOTES PLAN 12R-28118 (P3) DENOTES PLAN 12R-13059
 (1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
 (1201) DENOTES CLARKE SURVEYORS INC., O.L.S.
 (943) DENOTES VERHAEGEN AND BEZAIRE LIMITED, O.L.S.

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

LAND USE SCHEDULE

| | AREA | % |
|----------------------------|-------------------------|------------------------|
| SINGLE FAMILY LOTS 1 to 16 | 1.13 Ha. | 15.0% 15.1% |
| TOWNHOUSE BLOCKS 17 to 38 | 3.43 Ha. 3.54 Ha. | 47.9% 47.4% |
| STREET and BLOCKS 39 to 44 | 2.41 Ha. 2.55 Ha. | 32.0% 34.2% |
| OPEN SPACE, (BLOCK 45) | 0.23 Ha. 0.25 Ha. | 3.2% 3.3% |
| TOTAL AREA - | 7.14 Ha. 7.47 Ha | 100.0% |

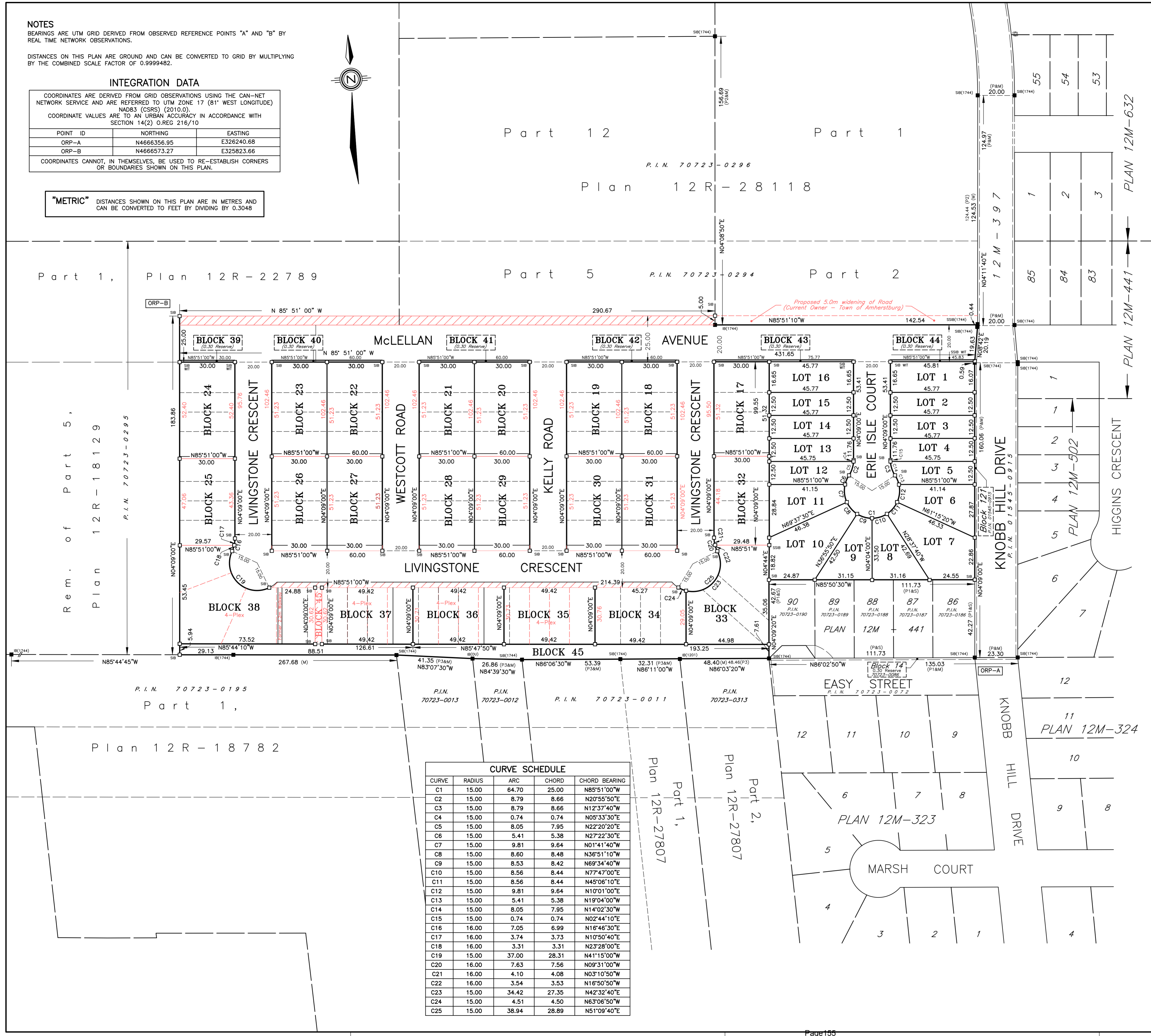
OWNER'S CERTIFICATE
 I CERTIFY THAT:
 I AM AUTHORIZED TO SUBMIT THIS DRAFT PLAN OF SUBDIVISION ON BEHALF OF THE OWNER, 1078217 ONTARIO LTD.
 DATE _____
 MICHAEL DUNN
 "I HAVE THE AUTHORITY TO BIND THE CORPORATION"

OWNER'S CERTIFICATE
 I CERTIFY THAT:
 I AM AUTHORIZED TO SUBMIT THIS DRAFT PLAN OF SUBDIVISION ON BEHALF OF THE OWNER, 1027579 ONTARIO LTD.
 DATE _____
 MICHAEL DUNN
 "I HAVE THE AUTHORITY TO BIND THE CORPORATION"

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS HAVE BEEN ACCURATELY AND CORRECTLY SHOWN.
 DATE MARCH 2, 2020

ANDREW S. MANTHA
 ONTARIO LAND SURVEYOR
 for VERHAEGEN • STUBBERFIELD • HARTLEY
 BREWER • BEZAIRE INC.

| | | |
|------------------------|-----------------------|--|
| DRAWN BY: A.S.M. | CHECKED BY: A.S.M. | REFERENCE NO.: 19-47-356-00 |
| FILE: 19-47-356-00.dwg | E-AND-1-12 | CAD Date: March 2, 2020 8:47 AM CAD File: 19-47-356-01 Draft Plan.dwg |



CURVE SCHEDULE

| CURVE | RADIUS | ARC | CHORD | CHORD BEARING |
|-------|--------|-------|-------|---------------|
| C1 | 15.00 | 64.70 | 25.00 | N85°51'00"W |
| C2 | 15.00 | 8.79 | 8.66 | N20°55'50"E |
| C3 | 15.00 | 8.79 | 8.66 | N12°37'40"W |
| C4 | 15.00 | 0.74 | 0.74 | N05°33'30"E |
| C5 | 15.00 | 8.05 | 7.95 | N22°20'20"E |
| C6 | 15.00 | 5.41 | 5.38 | N27°22'30"E |
| C7 | 15.00 | 9.81 | 9.64 | N01°41'40"W |
| C8 | 15.00 | 8.60 | 8.48 | N36°51'10"W |
| C9 | 15.00 | 8.53 | 8.42 | N69°34'40"W |
| C10 | 15.00 | 8.56 | 8.44 | N77°47'00"E |
| C11 | 15.00 | 8.56 | 8.44 | N45°06'10"E |
| C12 | 15.00 | 9.81 | 9.64 | N10°01'00"E |
| C13 | 15.00 | 5.41 | 5.38 | N19°04'00"W |
| C14 | 15.00 | 8.05 | 7.95 | N14°02'30"W |
| C15 | 15.00 | 0.74 | 0.74 | N02°44'10"E |
| C16 | 16.00 | 7.05 | 6.99 | N16°46'30"E |
| C17 | 16.00 | 3.74 | 3.73 | N10°50'40"E |
| C18 | 16.00 | 3.31 | 3.31 | N23°28'00"E |
| C19 | 15.00 | 37.00 | 28.31 | N41°15'00"W |
| C20 | 16.00 | 7.63 | 7.56 | N09°31'00"W |
| C21 | 16.00 | 4.10 | 4.08 | N03°10'50"W |
| C22 | 16.00 | 3.54 | 3.53 | N16°50'50"W |
| C23 | 15.00 | 34.42 | 27.35 | N42°32'40"E |
| C24 | 15.00 | 4.51 | 4.50 | N63°06'50"W |
| C25 | 15.00 | 38.94 | 28.89 | N51°09'40"E |

LEGEND AND NOTES

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

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99994582

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| POINT ID | NORTHING | EASTING |
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| ORP-B | N4666862.38 | E325448.24 |

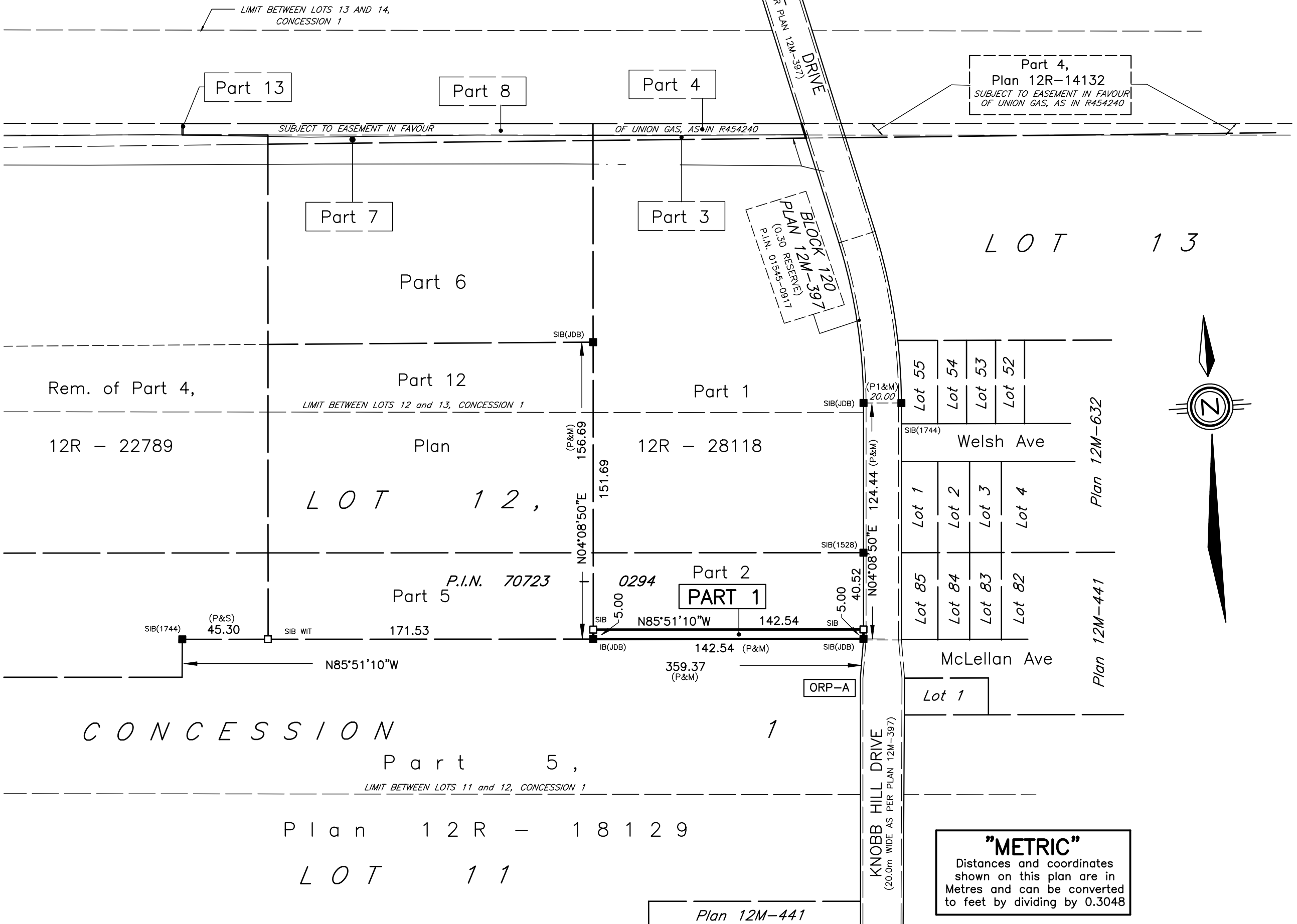
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

| PARTS SCHEDULE | | | | |
|----------------|----------------|--------------|---------------|------------------------|
| PART | LOT | CON/PLAN | P.I.N. | AREA (m ²) |
| 1 | PART OF LOT 12 | CONCESSION 1 | PT 70723-0294 | 712.7 |

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
DATE FEBRUARY 5, 2020
ANDREW S. MANTHA
ONTARIO LAND SURVEYOR

PLAN 12R-
RECEIVED AND DEPOSITED
DATE _____
AN ASSISTANT DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)

Plan 12R - 14132



PLAN OF SURVEY
OF
PART OF LOT 12, CONCESSION 1
GEOGRAPHIC TOWNSHIP OF ANDERDON
NOW IN THE
TOWN OF AMHERSTBURG
COUNTY OF ESSEX, ONTARIO
VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.



- LEGEND**
- ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.
 - SIB DENOTES 25mm X 25mm X 0.61m STANDARD IRON BAR
 - SSIB DENOTES 25mm X 25mm X 0.61m SHORT STANDARD IRON BAR
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 - IB φ DENOTES 19mm diameter X 0.61m ROUND IRON BAR
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 - CP DENOTES 5mm X 50mm STEEL PIN
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET AND MARKED 1744
 - WIT. DENOTES WITNESS ⊥ DENOTES PERPENDICULAR
 - (S) DENOTES SET (M) DENOTES MEASURED (D) DENOTES DEED
 - ORP DENOTES OBSERVED REFERENCE POINT
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 - (P) DENOTES PLAN 12R-28118 (P1) DENOTES 12M-397
 - (1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
 - (A) DENOTES C.G.R. ARMSTRONG, O.L.S.
 - (1194) DENOTES JOHN B. SMEETON INC., O.L.S.
 - (JDB) DENOTES J.D. BARNES, O.L.S.

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THIS SURVEY WAS COMPLETED ON THE 15th DAY OF JANUARY, 2020.

DATE JANUARY 20, 2020
ANDREW S. MANTHA
ONTARIO LAND SURVEYOR
for VERHAEGEN • STUBBERFIELD • HARTLEY
BREWER • BEZAIRE INC.

VERHAEGEN SURVEYING
LAND SURVEYORS MAPPING GIS
A DIVISION OF J.D. BARNES LTD.
944 OTTAWA STREET, WINDSOR, ON, N8X 2E1
T: (519) 258-1772 F: (519) 258-1791 www.jdbarnes.com

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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: Community Improvement Plan & Urban Design Guidelines

1. RECOMMENDATION:

It is recommended that:

- 1. The draft Community Improvement Plan and Urban Design Guidelines BE TABLED; and
2. A public meeting BE SCHEDULED with a presentation by the consultant at that time.

2. BACKGROUND:

In 2017, the Town retained Monteith+Brown Planning Consultants to undertake a Community Improvement Plan (CIP) and develop Urban Design Guidelines (UDG) with a Heritage Theme.

Community Improvement is a means by which municipalities take a comprehensive and coordinated approach to the reuse, redevelopment and revitalization of lands, buildings and infrastructure. These activities take place in an area(s) identified within the municipality as being in need of community improvement measures. The Town of Amherstburg's commitment to community improvement is expressed in its Official Plan through which its goals, objectives and policies are applied to an area identified for community improvement, and implemented using a CIP.

A CIP will facilitate a collaborative approach between the Town and development stakeholders in bringing vital development as an employment cornerstone to the Town's

overall growth plan. It is intended that the CIP will provide direction for municipal incentive programs, strategies and actions that will promote overnight accommodations to locate within the Town.

The CIP process:

- A CIP was recommended as one of the initiatives in the Community Based Strategic Plan (2016).
- The strategic plan also identified the importance of built and cultural assets in the community as an important component of economic growth.
- The Town has made strong commitments to quality of place considerations, particularly in the central business district and along the waterfront.
- Public meeting was introduced in 2017 to introduce the project and share ideas with public consultation. Council workshops and stakeholder workshops were held in 2018.

3. DISCUSSION:

A CIP provides a framework for redevelopment within a defined project area. A CIP allows a municipality to provide grants and loans to owners and tenants for the purpose of restoration or redevelopment. The benefits of a CIP include:

- To encourage a vibrant and diverse commercial area;
- To encourage economic viability of the commercial cores;
- To stimulate new investment in public and private lands;
- Return on the investment;
- Increased tax base;
- Employment opportunities;
- More services for residents;
- Increased pride and image for the Community;
- Reduced vandalism.

The CIP Objectives include:

- Incentives for Central Business District
- To create a more attractive, distinctive and pedestrian friendly streetscape;
- To preserve and restore heritage buildings;
- To improve the appearance of non-heritage buildings;
- To capitalize on redevelopment, infill and mixed-use opportunities;
- To improve the appearance and viability of existing businesses;
- To strategically attract new businesses and expand existing businesses;
- To increase pedestrian and vehicular traffic.
- To reduce the number of vacant storefronts and the amount of vacant floor space;
- To develop UDG; encourage consistency in design, and promote attractive image that reflects the historic character and heritage of the community.

Section 28 of the Planning Act gives municipalities the authority to designate Community Improvement Project Areas and to adopt CIPs. The Act sets out a structured legal process which involves the issuance of notice to the public, a public meeting to review the plan and a right of appeal. In order to implement a CIP under

Section 28 of the Planning Act, the municipality's Official Plan must contain provisions relating to community improvement in the municipality. The required Community Improvement Policies are included in Section 6.3 of the Town of Amherstburg Official Plan.

Section 6.3 of the Town's Official Plan provides the Community Improvement Policies including the criteria for selection of community improvement areas, as well as the goals and objectives, and steps for the implementation of community improvements:

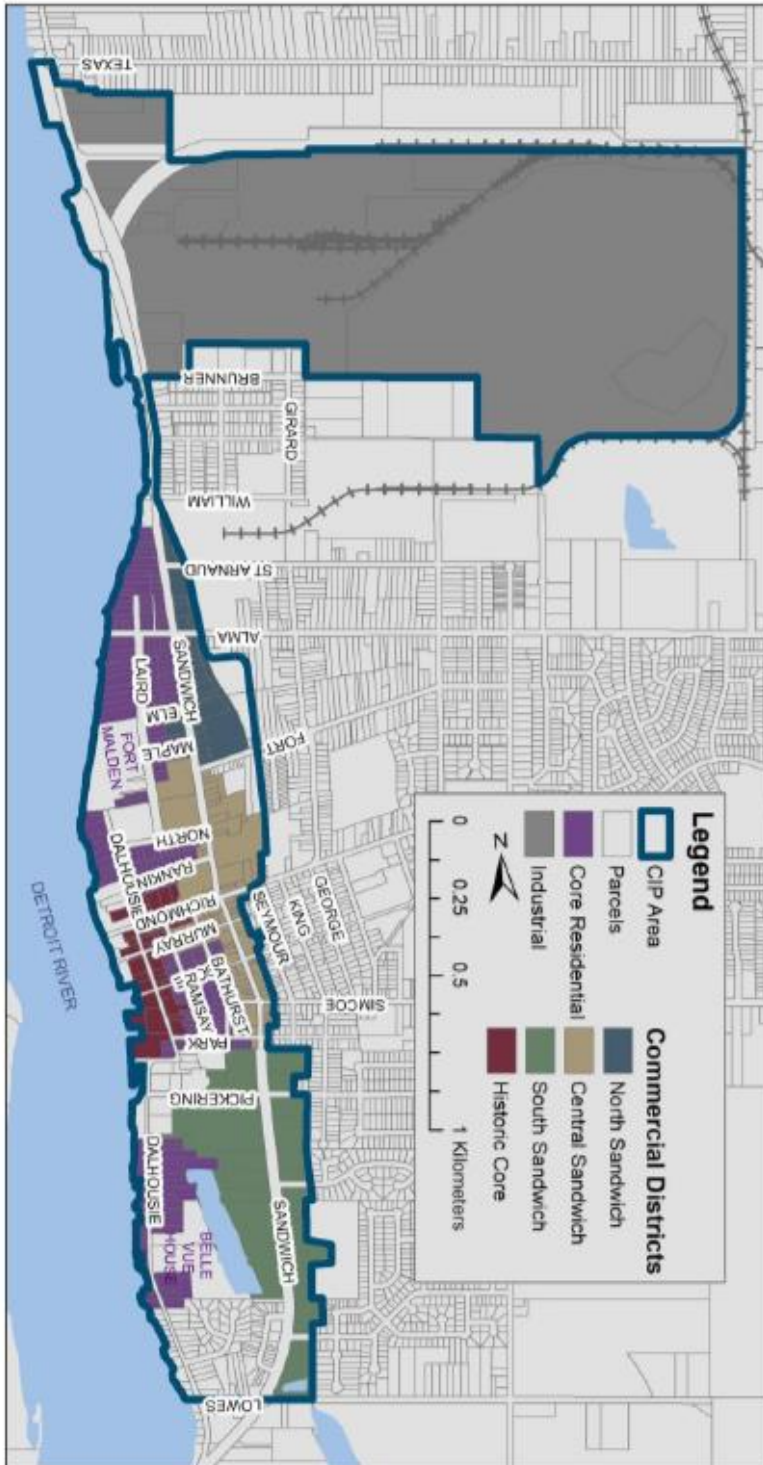
- a) *To provide for the maximum feasible amount of rehabilitation of existing housing and commercial premises by making use of any government programs for financial assistance;*
- g) *To improve the visual appearance of the community by encouraging the relocating of non-conforming land uses and incompatible land uses;*
- j) *To ensure underutilized sites and/or environmentally compromised sites be revitalized to be contributing assets to the town;*

and

- k) *To provide funding in the form of grants and/or loans and/or the waiving of fees for appropriate projects that meet the objectives of the Community Improvement Plan.*

The draft CIP and UDG for the Town of Amherstburg are attached to this report and are recommended to be tabled for consideration at a public meeting. Highlights of the CIP and UDG are outlined below.

Town of Amherstburg CIP Project Area:



Key Objectives of each Project Area are as follows:

Historic Core: Key Objectives for the Historic Core District include the promotion and conservation of cultural heritage by restoring and maintaining heritage aspects of façades and buildings, encouraging infill development that respects the existing character of the district, reducing commercial vacancies, and the enhancement of downtown streetscapes for full walkability.

Central Sandwich: Key Objectives for the Central Sandwich District for the CIP are to promote infill development on vacant and underutilized lots, conserve and maintain heritage features of buildings and façades, encourage developments that create a continuous street wall and an attractive pedestrian environment, and reduce commercial vacancies.

North Sandwich: Key Objectives for the North Sandwich District include promoting infill and intensification on vacant and underutilized lots, supporting the redevelopment of remnant residential buildings for commercial uses, improving the continuity along the corridor to create a more inviting pedestrian environment.

South Sandwich: Key Objectives for the South Sandwich district are to encourage appropriate infill and intensification on vacant or underutilized lots, and supporting the enhancement of the streetscape for improved walkability.

Core Residential: Key Objectives for the core residential area are to encourage opportunities to provide limited accommodations, where appropriate, for visitors through the conversion of residential homes to bed and breakfast establishments.

Community Improvement Plan Incentives:

Building and Accommodation Grant Program: to encourage renovations of existing buildings within the Historic Core and Central Sandwich districts, as well as encourage the development of overnight accommodations and other tourism related uses by providing grants for construction expenses. A maximum of \$15,000 for buildings which are not designated on the heritage inventory or \$20,000 for buildings which are designated on the heritage inventory.

Façade Improvement and Signage Grant: to encourage restoration of façades and signage on existing buildings within the Historic Core and Central Sandwich districts by providing grants for construction expenses. a maximum of \$10,000 for buildings which are not designated on the heritage inventory or \$15,000 for buildings which are designated on the heritage inventory.

Development Charge Grant Program: to encourage redevelopment or development of vacant or underutilized lots through a rebate of municipal Commercial Development Charges. A grant equivalent to the lesser of: 50% of the eligible Commercial Development Charges, or \$25,000. The Development Charge Grant Program offers a grant to offset Commercial Development Charges applied to new commercial

developments or redevelopments that are consistent with the Downtown Amherstburg Urban Design Guidelines.

Tax Increment Grant Program: to encourage development of vacant lots and major developments of underutilized lots through a rebate of increased municipal commercial property taxes following substantial improvements to a property. The program provides an annual grant equivalent to a portion of the increased commercial property taxes resulting from significant improvements to a commercial property for a period of 5 years for properties that have a targeted use active within them. The portion of the increased municipal commercial property taxes covered by the grant will gradually decline over the 5-year time period from 60% to 20% in year 5.

Brownfield Remediation Grant Program: to encourage the cleanup of contaminated sites, such as former industrial uses and gas stations, through a rebate of municipal industrial taxes following the remediation of contaminants on a site. A grant equivalent to the lesser of: the municipal portion of industrial property tax paid during the year, 50% of the pre-tax costs to complete the eligible works or \$25,000. The tax assistance is intended to offset the “costs of rehabilitation” (i.e. clean-up) on eligible properties undertaken to reduce the concentration of contaminants to enable a Record of Site Condition (RSC) to be filed in the Environmental Site Registry.

Urban Design Guidelines

The role of the Downtown Amherstburg Urban Design Guidelines are intended to assist property owners, developers, planners, and Town staff with designing buildings and reviewing development applications. The guidelines will also serve to create a consistent standard for which to review applications for Financial Incentives offered through the Amherstburg Community Improvement Plan. The objectives of the Urban Design Guidelines include:

- Provide design advice on how new developments can fit in;
- Determine compatibility between new and old buildings;
- Preserve and promote cultural heritage through appropriate design and streetscapes;
- Support streetscapes beautification that will attract private sector investment;
- Suggest improvements to façade design, which will enhance aesthetics of the area;
- Promote application of good design in residential and rural land uses along main street areas;
- Promote heritage within the Amherstburg community for economic development and tourism;
- Improve physical and visual linkages to trails, and encourage pedestrian traffic;
- Highlight natural features, and ensure open space is part of urban fabric.
- Include conceptual drawings, plans and cross sketches to convey ideas;
- Common design themes applied to conservation, commercial and industrial areas;
- Review documents regarding signage, and make recommendations on amendments if necessary.

CIP Next Steps

1. Tabling of CIP – at the March 9, 2020 Council Meeting to release final draft of CIP and UDG for the Public and Council to review.
2. Public Open House & Additional Consultation with the Heritage Committee.
3. Additional Revisions to CIP and UDG.
4. Submission of Final CIP and UDG to Town – to review final CIP and UDG and prepare for Statutory Public Meeting.
5. Issue Public Notice of Statutory Public Meeting for the CIP.
6. Statutory Public Meeting.

4. RISK ANALYSIS:

Establishing a CIP and UDGs will direct Council and Administration toward a shared vision within fiscal and town service limitations. There are no risks associated with this initiative.

5. FINANCIAL MATTERS:

The cost for development of the CIP and UDGs was estimated at \$50,000 when the initiatives started in 2017; however, an additional \$4,000 is required to complete the works in 2020 due to additional work required of the consultant. The cost will be funded in the 2020 Budget under the Planning & Legislative budget centre CIP Incentive Program expense account, which includes an allowance of \$100,000. If the CIP and UDG are completed and adopted in 2020, the cost of financial incentives awarded in 2020 would also be funded from that account.

6. CONSULTATIONS:

Research and community engagement will be critical inputs into the process and the work plan has been structured to reflect this. The public consultation tools for the Community Improvement Plan will include public open houses and a statutory public meeting.

7. CONCLUSION:

The Town of Amherstburg draft Community Improvement Plan and Urban Design Guidelines are municipal tools which provide a framework for redevelopment within the Town of Amherstburg defined project area. The CIP will allow the Town of Amherstburg to provide grants to property owners for the purpose of restoration or redevelopment.



Frank Garardo
Manager of Planning Services

KD

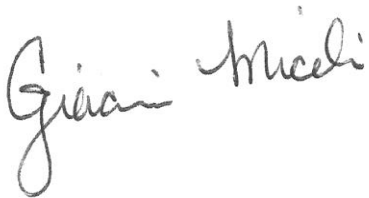
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This report and all of its attachments were approved and signed as outlined below:

No Signature - Task assigned to Cheryl Horrobin was completed by assistant Justin Rousseau

Cheryl Horrobin



John Miceli



Paula Parker

Town of Amherstburg

Community Improvement Plan

NOVEMBER 2019

Prepared by:



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1.0 The Plan

1.1 Purpose of the Community Improvement Plan

Community Improvement is a means by which municipalities take a comprehensive and coordinated approach to the reuse, redevelopment and revitalization of lands, buildings and infrastructure. These activities take place in an area(s) identified within the municipality as being in need of community improvement measures. The Town of Amherstburg's commitment to community improvement is expressed in its Official Plan through which its goals, objectives and policies are applied to an area identified for community improvement, and implemented using a Community Improvement Plan.

Community Improvement

Community Improvement is a way to encourage the reuse, redevelopment and revitalization of an area in a municipality using a comprehensive and coordinated approach.

This Community Improvement Plan ("CIP") provides recommendations and steps for a coordinated approach to the revitalization of Amherstburg's core areas. Specific attention is given to attracting overnight accommodations to the town and encouraging the restoration and enhancement of Amherstburg's heritage. Monteith Brown Planning Consultants was retained by the Town of Amherstburg to undertake the preparation of the CIP.

1.2 Project Terms of Reference

The Town of Amherstburg's Terms of Reference for the project outlines the scope and objectives of the CIP. The Terms of Reference is summarized as follows:

1. **Accommodation Uses:** review and evaluate opportunities for attracting accommodation and tourism uses into the CIP and into the core area.
2. **Building Rehabilitation Strategies:** identify and map underutilized buildings, lots and areas in transition within the core area, and explore the options for encouraging revitalization of existing building and new infill development.
3. **Investment Incentives:** provide incentive recommendations that the Town can utilize to promote private investment in the CIP Project Area by encouraging existing businesses to expand and upgrade, as well as encouraging new development.
4. **Heritage Preservation:** provide an overview and evaluation of the tools and programs available to the Town to promote heritage preservation and provide recommendations based on the priorities of Town Council, the Heritage Committee, Municipal Staff, and residents of Amherstburg.

5. **Marketing Strategies:** recommend marketing strategies for the Town that promote the uptake of recommended community improvement initiatives.
6. **Official Plan and Zoning By-Law Policy Review:** review the applicable existing Official Plan and Zoning By-Law policies and make policy recommendations to encourage mixed land uses and intensification within the commercial district to stimulate beneficial development within the downtown.
7. **Implementation Plan:** recommend a number of steps and recommendations for the successful implementation of the Community Improvement Plan.

1.3 Methodology & Planning Objectives

The CIP is built upon an understanding of the local planning context that has been established through:

- a review of applicable legislation, local history, and trends;
- a review of relevant case studies and best practices;
- consultations with Town staff, stakeholders and the general public; and
- a land use and façade inventory of the study area.

The research and consultation process included a number of activities summarized herein and are documented in a Background Report. The Background Report contains research that supports this CIP and its Financial Incentive Programs.

The following objectives were identified for the CIP based on the outcomes of public and stakeholder consultations along with best practices in community improvement planning:

- a. To create a more attractive, distinctive and pedestrian friendly streetscape;
- b. To convey a 'sense of place';
- c. To preserve and restore heritage buildings;
- d. To improve the appearance of non-heritage buildings;
- e. To capitalize on redevelopment, infill and mixed-use opportunities;
- f. To improve the appearance and viability of existing businesses;
- g. To strategically attract new businesses and expand existing businesses;
- h. To reduce the number of vacant storefronts and the amount of vacant floor space;
- i. To create new activities and places of interest; and
- j. To increase pedestrian and vehicular traffic.

1.4 Urban Design Guidelines

Concurrently with the CIP, the Town of Amherstburg commissioned the preparation of Urban Design Guidelines (“UDG”). The UDG is a separate document that supports the implementation of the CIP.

Urban Design is about creating pedestrian-friendly streetscapes, vibrant and engaging meeting places, and safe and attractive neighbourhoods. Urban design involves the shaping, appearance and function of buildings, the street, and the spaces in between. Each new building and supporting works and structures contribute to urban design.

Urban Design Guidelines act as a tool for encouraging higher quality design of buildings and façades by providing a manual or guidelines for property owners and developers to use in designing their proposals. The UDG assists with the implementation of the Community Improvement Plan by creating a consistent standard to be used when reviewing development proposals as well as incentive applications under the CIP. The CIP has been designed to work hand in hand with the UDG through the creation of incentive programs that encourage a higher level of design for developments that follow the design recommendations of the UDG.

1.5 Planning Framework

As permitted through Section 28 (2) of the *Ontario Planning Act, 2001*, the Town of Amherstburg Official Plan contains provisions related to community improvement, which provide the Town with the ability to designate a community improvement project area and prepare the CIP. Section 6.3 of the Amherstburg Official Plan enables Council to develop Community Improvement Plans that “provide details on how selected areas will be improved through conservation, rehabilitation, redevelopment, renovations, revitalization and/or environmental remediation.”

The principal Goals of Community Improvement Project Areas are outlined in Section 6.3.3 of the Amherstburg Official Plan and include the following which relate specifically to the revitalization of commercial areas:

- a) *To protect and enhance the quality of the area which the residents value highly; [...]*
- c) *To assist the community in improving the overall appearance of residential and commercial structures and to act as a catalyst for individual improvement by acquiring properties that are beyond rehabilitation and removing their blighting influences from the area; and*
- d) *To urge and assist owners of commercial, industrial and residential property to rehabilitate premises where necessary in order to eliminate deterioration and improve community pride in ownership or occupancy.*

Through the CIP consultation process, downtown Amherstburg is clearly an area that residents value and want to see protected/enhanced. Part of the CIP's intent is to encourage improvements to existing buildings, minimize deterioration, improve occupancy, and grow community pride.

Specific objectives of a CIP are outlined in Section 6.3.3 of the Amherstburg Official Plan, including the following goals that relate specifically to the revitalization of commercial areas:

- a) *To provide for the maximum feasible amount of rehabilitation of existing housing and commercial premises by making use of any government programs for financial assistance; [...]*
- g) *To improve the visual appearance of the community by encouraging the relocating of non-conforming land uses and incompatible land uses; [...]*
- j) *To ensure underutilized sites and/or environmentally compromised sites be revitalized to be contributing assets to the town; and*
- k) *To provide funding in the form of grants and/or loans and/or the waiving of fees for appropriate projects that meet the objectives of the Community Improvement Plan.*

The Town's Official Plan establishes criteria for designating a Community Improvement Project Area in Section 6.3.4, of which one or more must be met to justify the need for a CIP. Through the background study, including the land use and occupancy survey and public consultation, the following criteria for community improvement were identified as being present within the study area:

- (4) *That the area is potentially stable in terms of land use and densities, whether they be residential or commercial and that there are no indications of major redevelopment plans other than those in the form of improvements;*
- (6) *For commercial areas, the area will be in whole or in part defined as the Central Business Area and the area will exhibit symptoms of physical, functional and/or economic decline in the form of, for example, buildings in need of rehabilitation, decrease in retail sales, high vacancy rates, or declining tax base;*
- (9) *The presence of land and/or buildings that may require environmental site assessments or designated substance analysis and the implementation of appropriate and necessary remedial measures.*



2.0 Community Improvement Project Area



2.1 Community Improvement Plan Project Area

Section 6.3 of the Amherstburg Official Plan identifies a Community Improvement Project Area as “that portion of the Town of Amherstburg that is bound on the west by the Detroit River, on the north by Texas Road on the east by Concession 3 North and on the south by Lowes Side Road.” This delineation serves as the Project Area for this CIP.

2.2 Primary Commercial Districts

The CIP grant programs are focused within four commercial Districts identified within the CIP Project Area (see Figure 1). The Districts are based on the traditional extent of Amherstburg’s commercial development and observations made during the land use and occupancy survey. The Districts were established such that each has common characteristics such as types of businesses and existing development patterns.

Historic Core

The Historic Core District is characterized by the older, historic inner-town commercial areas primarily located along Amherstburg’s waterfront. Several significant heritage properties exist within this District, with preservation and enhancement of the cultural heritage presence being a large priority. The District begins at Rankin Street and extends along Dalhousie Street to Park Street. Connections to the Central Sandwich District (defined below) occur along Richmond Street and Murray Street.

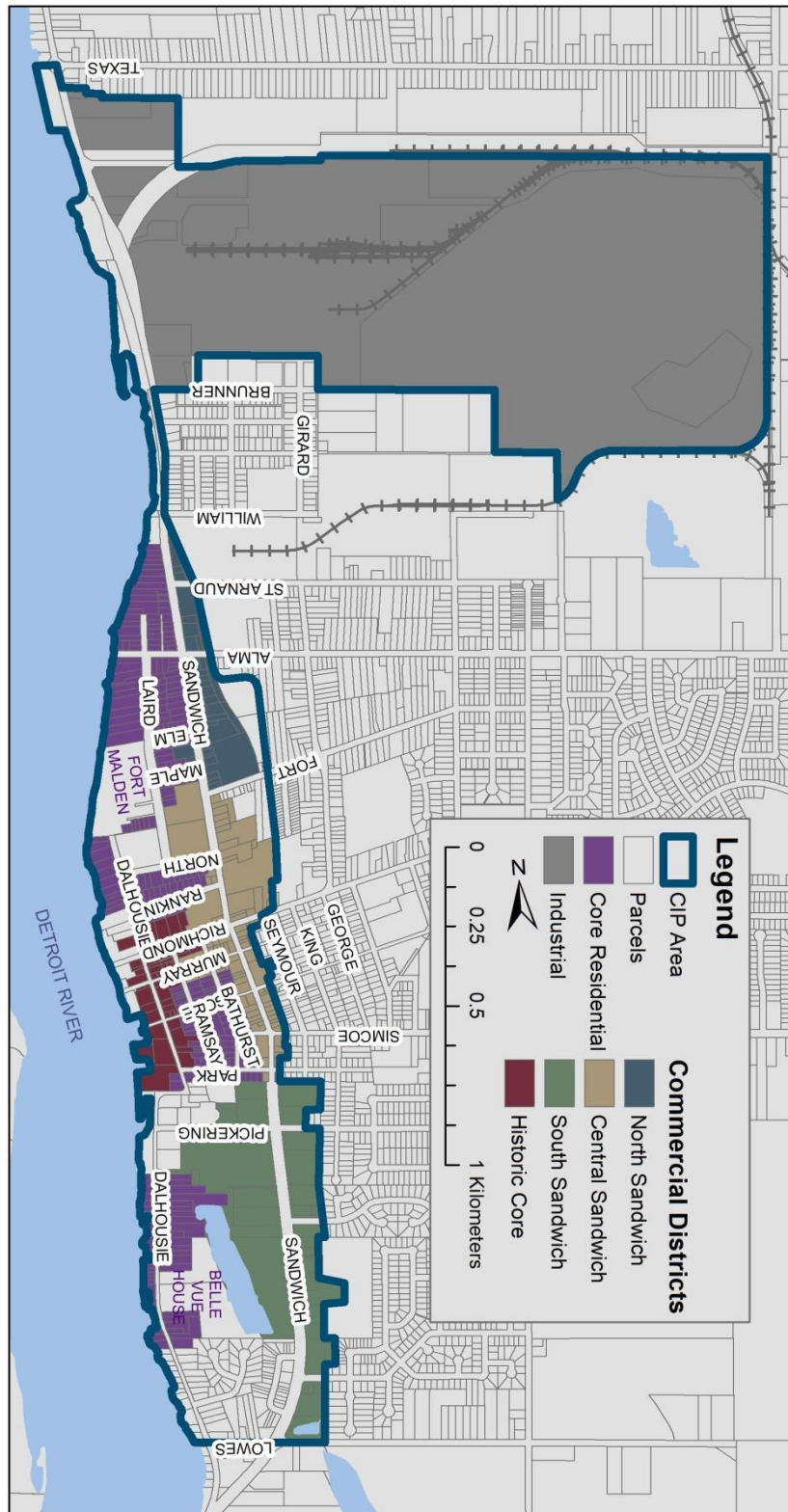
Key Objectives for the Historic Core District include the promotion and conservation of cultural heritage by restoring and maintaining heritage aspects of façades and buildings, encouraging infill development that respects the existing character of the district, reducing commercial vacancies, and the enhancement of downtown streetscapes for full walkability.

Central Sandwich

The Central Sandwich District is characterized by a diversity of commercial establishments, lot sizes, development types, and land uses. In part this is due to the district’s role as a connector between the gateway areas to the north and south, and the historic core to the west, as well as the presence of large institutional uses such as the General Amherst High School, Public Library, City Hall, and Fire Department. The District begins at Fort Street, where it runs along Sandwich to Simcoe Street, as well as extending along Richmond Street and Murray Street between Sandwich Street and Bathurst Street.

Key Objectives for the Central Sandwich District are to promote infill development on vacant and underutilized lots; conserve and maintain heritage features of buildings and façades; encourage developments that create a continuous street wall and an attractive pedestrian environment; and reduce commercial vacancies.

Figure 1 – Community Improvement Area



Source: Monteith Brown Planning Consultants, 2018

North Sandwich

The North Sandwich District is the northern gateway to the Town of Amherstburg when travelling along County Road 20. This District includes two areas along Sandwich Street between Texas Street to the North and Fort Street to the South. The northern portion is dominated by large industrial and former industrial lands, while the southern portion characterized by auto-orientated business such as car dealerships, gas stations and service centres. Commercial uses are primarily located along the eastern side of Sandwich Street, with the western side predominantly comprised of residential dwellings.

Key Objectives for the North Sandwich District include promoting infill and intensification on vacant and underutilized lots, supporting the redevelopment of remnant residential buildings for commercial uses, improving the continuity along the corridor to create a more inviting pedestrian environment.

South Sandwich

The South Sandwich District represents the ‘big-box’ corridor of Amherstburg which is heavily reliant upon automobile traffic to support the businesses located here. Prominent commercial establishments within this District include Walmart, Canadian Tire and Racicot Chrysler Auto Sales. The District begins at Simcoe Street and runs along Sandwich to the South end of Dalhousie Street. A high abundance of street-faced parking and lack of pedestrian accessibility is observed. This District demonstrates significant opportunities for future development.

Key Objectives for the South Sandwich district are to encourage appropriate infill and intensification on vacant or underutilized lots, and supporting the enhancement of the streetscape for improved walkability.

2.3 Core Residential Areas

Several pockets of residential uses exist in and around the core commercial districts described above. These “Core Residential” areas located within the CIP Project Area encompass the low density residential areas to the west of Sandwich Street and north and south of the Historic core (including along Dalhousie Street near Belle Vue House National Historic Site). The area immediately south of the Historic Core District is designated in the Official Plan as Heritage Residential. It is important to maintain residential uses in the downtown to support local businesses year round and generate more activity on the street.

Key Objectives for the core residential area are to encourage opportunities to provide limited accommodations, where appropriate, for visitors through the conversion of residential homes to bed and breakfast establishments.



3.0 Community Improvement Need



3.1 Community Input and Feedback

Based on the results of the research undertaken through the preparation of the CIP and its Background Report, a number of key community needs were identified that will be targeted through the ongoing implementation of the CIP.

Public engagement for the CIP was an important aspect of the project from its inception, beginning with information posted on the Town of Amherstburg website announcing the launch of the CIP in the summer of 2017. Public input was encouraged through the 'Talk the Burg' social media platform that gave residents an opportunity to "put pen to paper" and expand upon their comments.

It was clear from the public, stakeholders, staff, and Council that Amherstburg's heritage is one of the most important aspects of the Town. Amherstburg's 'Old Town' look is unique and not only attracts visitors but is also a source of pride for local residents. Another important strength of Amherstburg was the mix of businesses including local restaurants and boutique retail stores, as well as large stores and chain restaurants. Building on these strengths, as well as others, including amenities such as the waterfront parks and festivals will be important for the continued revitalization of the downtown.

Regarding the types of uses that are needed most in Amherstburg, overnight accommodation was the most common response during the public consultation, stakeholder and Council workshops. Food retail such as bakeries, micro-breweries and farmer's markets also ranked relatively high as well as a desire for more restaurants and eateries, and arts and craft establishments (e.g. artist studios and antique stores). The CIP's incentive programs that are described in Section 4 can be used to attract desired enterprises to the Amherstburg core including the types of businesses and services identified through consultations, ideally complementing the existing businesses in the town.

Through the consultation process, business owners and operators identified that the primary challenge for opening and growing a businesses was related to marketing and growing awareness of their businesses. Business owners want help with branding, developing attractions for young people and establishing a comprehensive communications strategy. Cost, parking and business networking related issues each accounted for at least 10% of the responses. The suite of incentives proposed through the CIP can be used as part of the Town's economic development strategies to help businesses overcome certain issues such as the high costs of opening/maintaining a business (especially in older existing buildings). Implementation of the CIP should ensure that its application process is clear and easy to understand to increase its uptake and effectiveness.

Lack of Affordable Rental Housing

Feedback from stakeholders indicated that there is a lack of rental housing in Amherstburg, and the limited supply has inflated the rental price such that it is not affordable for many. Consideration needs to be given to opportunities to create additional rental housing, such as on the upper floors of mixed-use buildings with commercial uses on the ground floor.

3.2 Land Use and Occupancy Survey

A survey of building architecture and a review of façade conditions in the CIP Project Area was undertaken during September 2017. Doing so provided insights into Amherstburg's historical and emerging design considerations, which informed recommendations pertaining to heritage preservation and/or façade enhancement opportunities. The Land Use Survey helped to define the CIP's districts where the incentive programs will apply.

Although commercial building deterioration is not widespread in the downtown, there are a number of generally isolated instances where derelict or otherwise poorly maintained buildings detract from the overall appearance of the street and its immediate environs. Similarly, vacancies within buildings were not abundant in the downtown and in some cases the vacancy was noted as being temporary due to renovation and/or re-occupancy. There are numerous areas within all of the commercial districts where buildings and lots are vacant and underutilized and would be suitable for infill and intensification.

3.3 Commercial Heritage Buildings

Despite there being approximately 35 commercial properties of interest listed in the Heritage Registry prepared by Doris Gaspar¹, there are currently only four Heritage Designated commercial properties within the study area:

- 281 Dalhousie Street – Royal Canadian Legion
- 267-271 Dalhousie Street – White Horse Hotel (Horseman House)
- 273 Dalhousie Street – Jones China Shop (Lord Amherst Public House)
- 63-71 Murray Street – Commercial Italianate Building

These designated properties are all concentrated around the intersection of Murray Street and Dalhousie Street. The remaining un-designated properties on the inventory are spread out along the rest of Dalhousie Street, Richmond Street, Murray Street, Ramsay Street, Bathurst Street, and Sandwich Street. Despite these buildings not being designated under the Heritage Act, these buildings contribute to the heritage look and the 'old town' feel that residents and stakeholders identified was important to the town. In order to encourage the maintenance and restoration of these properties, incentives permitted under the Heritage Act are currently

¹ Gaspar, Doris (2013) *Amherstburg Heritage Inventory*

provided to renovate and restore character buildings, and to assist owners in the process of designating the properties. In addition to these existing incentives, heritage properties are eligible for larger grants proposed under this Community Improvement Plan.

Figure 2 –Undesignated ‘Property of Interest’ At 70-74 Murray Street



Source: Monteith Brown Planning Consultants, 2017

3.4 Key Community Improvement Needs

Accommodation Attraction

Overnight accommodation in the Town was repeatedly identified as being a key need within the community through consultation with the public, businesses, and other stakeholders. The lack of accommodation in Amherstburg was identified as “holding back” the economic growth of the town, and contributing to the commercial vacancy rate. With only one bed and breakfast operation providing overnight accommodation, visitors to Amherstburg are often forced to stay in other nearby municipalities such as Windsor, Leamington, and Kingsville. This represents a lost opportunity to derive economic benefits associated with nearby wineries in Essex County, Amherstburg’s festivals that attract tourists, as well as from sport tourism from athletes and their families that play in tournaments at the Libro Credit Union Centre.

Enhancing and Respecting Heritage

Another common theme that was raised by the public throughout the consultation process was the need to protect and enhance Amherstburg’s heritage. Few commercial buildings are

designated on the Heritage Inventory, despite several that have heritage features that may be worth preserving. These heritage buildings are some of Amherstburg's major assets that contribute to the 'old town' feel of Amherstburg and are an economic driver that brings people to the town. Buildings such as 70-74 Murray Street (See Figure 2) and 79 Richmond Street are not designated as heritage properties but have the potential to contribute to the feel of the town if they are maintained. Maintaining heritage buildings; however, is expensive, and requires additional costs to restore compared to that of more contemporary buildings.

Vacant and Underutilized Land and Buildings

Amherstburg has many pockets of commercial activity that are often separated by vacant or underutilized lots that visually break up the streetscape, and detract from the pedestrian environment and quaint feel of the town. There is a need to attract investment so that existing commercial buildings are maintained, and help create an active and engaging streetscape. There is also a need to attract investment for infill development of currently vacant lots that break up the streetscape, as well as the redevelopment of underutilized properties with remnant residential building types that are now inappropriate in the midst of a commercial district.

Brownfield Redevelopment

There are several remnant industrial areas throughout Amherstburg that require remediation in order to permit their redevelopment. In particular, the area along Sandwich Street between Brunner Avenue and Texas Road features a significant area of opportunity for brownfield redevelopment and urban renewal, being the location of derelict and abandoned properties formerly owned and operated by General Chemical (and later by Honeywell International) and the lands now occupied in part by Uptown Body Repair and Riverfront Auto Body and Paint. Other areas in the town that have current or former gas stations or laundromats may also require potential remediation.





4.0 Community Improvement Programs



4.1 Community Improvement 'Tool Kit'

Based on the findings from the background research, review of the land use and occupancy survey and responses received through the public consultation process, the following 'tool kit' of incentives are recommended for the Amherstburg CIP:

1. **Building and Accommodation Grant Program** – to encourage renovations of existing buildings within the Historic Core and Central Sandwich districts, as well as encourage the development of overnight accommodations and other tourism related uses by providing grants for construction expenses.
2. **Façade Improvement and Signage Grant Program** – to encourage restoration of façades and signage on existing buildings within the Historic Core and Central Sandwich districts by providing grants for construction expenses.
3. **Development Charge Grant Program** – to encourage redevelopment or development of vacant or underutilized lots through a rebate of municipal 'development charges' (municipal fees applied to new development).
4. **Tax Increment Grant Program** – to encourage development of vacant lots and major developments of underutilized lots through a rebate of increased municipal property taxes following substantial improvements to a property.
5. **Brownfield Remediation Grant Program** – to encourage the cleanup of contaminated sites, such as former industrial uses and gas stations, through a rebate of municipal taxes following the remediation of contaminants on a site.

These programs represent 'tools' in the Town's Community Improvement 'Tool Kit' and this CIP should not be interpreted as a guarantee that these programs will be available. In implementing the CIP, the Town may choose to offer, change, or eliminate any of the programs without prior notice.

4.2 General Requirements

The following general requirements shall, unless otherwise stated, apply to all incentive programs:

Targeted Uses

A key objective of the CIP is to help retain Amherstburg's existing businesses that help create the unique sense of place in the town, as well as attracting new businesses that complement what is already in place. There are several groups of businesses that target both the travelling public and tourists, as well as serve the needs of local residents. It is important that the Town continues to balance the needs of these groups to ensure that there are healthy and vibrant commercial areas in Amherstburg. While the tourist economy can be a boon during the summer months and on weekends, businesses need local residents and workers to support them on weekdays and throughout the winter, spring and fall months.

It is recommended that the incentive programs available be targeted to the following uses:

- Overnight accommodations (Hotels, Motels, Bed & Breakfasts)
- Restaurants, Cafes, and Bars
- Food Retail (Grocery Stores, Bakeries, Butcher Shops, Local Wineries and Breweries)
- Retail Stores (Crafts, Antiques, Clothing, Art Galleries, Shoe Stores, Boutique Shops)
- Office Uses (Legal, Finance, and Real Estate Offices; Corporate Administration Offices)
- Commercial Recreation Uses (Tourist Establishments, Assembly Hall, Theatres, Cinemas, Places of Entertainment)

Not all uses are appropriate in every location within the town, and as such, specific uses should be targeted in specific parts of Amherstburg. A full list of targeted uses for each District is provided in the Appendix. The Town's Zoning By-Law will also continue to govern what uses are permitted on a site by site basis.

Targeted Areas

Community improvement initiatives are most successful when they are focused and concentrated on the areas of greatest need. When improvements are spread out over too large an area, then the benefits are dispersed and can be harder to recognize. If those same improvements are concentrated in a smaller space and are easily recognizable then those impacts are more likely to catalyze further improvements. As such, the proposed incentive programs are limited to properties within the following areas, as illustrated in Table 1.

Table 1: Targeted Areas for Incentive Programs

| | CIP Area | | | | | |
|--|------------------|----------------|----------------|------------------|---------------|---|
| | Core Residential | South Sandwich | North Sandwich | Central Sandwich | Historic Core | Other Areas in CIP (Including Industrial) |
| Building and Accommodation Grant: <i>New Infill Development</i> | | ✓ | ✓ | ✓ | ✓ | |
| <i>Renovations to Existing Buildings</i> | ✓ | | | ✓ | ✓ | |
| Façade and Signage Improvement Grant | ✓ | | | ✓ | ✓ | |
| Development Charge Grant | | ✓ | ✓ | ✓ | ✓ | |
| Brownfield Remediation Grant | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Tax Increment Grant | | ✓ | ✓ | ✓ | ✓ | |

To complement the existing businesses within Amherstburg, with the exception of the Brownfield Remediation Grant Program, funding for incentive programs within each CIP district will be limited to buildings that contain targeted business types. The types of targeted businesses vary between the Districts based on the characteristics of those Districts, and the existing mix of businesses within them. The specific targeted uses for each district are listed in Appendix 1.

Terms and Conditions for All Programs

All of the incentive programs described in the CIP are subject to the following general terms and conditions, in addition to any specific requirements for each of the individual programs.

1. Applications for the financial incentive programs must be submitted by the applicant and pre-approved by the Town prior to undertaking the development/redevelopment activities, the 'eligible works', for the program.
2. The applicant submitting the application must be the property owner, or an agent authorized to make an application on their behalf, such as a tenant.
3. As a condition of issuing a grant, the applicant shall be required to enter into a Grant Agreement with the Town. This Agreement will specify the terms of the incentive to be provided. This Agreement is also subject to approval by Town Council or Council's designate;
4. Applicants are required to submit a complete application, as specified by the Town, including:
 - a. professional architectural/design drawings that are in conformity with Downtown Amherstburg Urban Design Guidelines;
 - b. A cover letter that summarizes the work to be completed and summarizes the provided quotations, including an itemized list of specific improvements;
 - c. Two (2) comparable quotations by qualified contractors showing cost estimates for each of the proposed works which are required to be included in the incentive program. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate for the related works noted on the accompanying Building Permit (if required);
5. All proposed works described as part of an approved application to financial incentive programs and associated improvements to buildings and/or land must conform to all applicable heritage, design, infill and landscape guidelines specified by the Town, and all other Town guidelines, by-laws, policies, procedures, and standards, and be completed by an independent, licenced contractor(s);
6. After submission of an application, the Town shall review and, if acceptable, pre-approve a grant based on the pre-tax cost of the eligible works described in the quotations. Through pre-approval, the Town shall commit to issue a grant up to a specified amount only if the works are undertaken as described in the application.

All works undertaken must be consistent with the description of the works as provided in the application form and submitted quotations. The Town must be notified before undertaking the works if there are any changes or additions to the works required to upgrade the building;

7. Unless permitted by the Town Council or Council's designate, eligible works must be completed within one (1) year of receiving pre-approval from the Town.
8. Upon completion of the eligible works, applicants must submit a funding claim along with supporting documents, including paid receipts, detailed invoices showing the pre-tax cost and photos of the completed works.
9. Existing and proposed land uses must be in conformity with applicable Official Plan(s), Zoning By-law and other planning requirements and approvals;
10. When required by the Town, outstanding work orders, and/or orders or requests to comply, and/or other charges from the Town must be satisfactorily addressed prior to grant approval/payment;
11. All accounts with the Town, including property taxes, must be in good standing at the time of program application and throughout the entire length of the grant commitment for funding eligibility under the CIP;
12. Each application that is received will be evaluated on its own merits. Applications will be considered on a first-come-first-served basis.
13. Unless permitted by the Town Council or Council's designate, applicants are only permitted to receive one (1) of each incentive program per qualifying property.
14. The total of all grants provided in respect of the particular property for which an applicant is making application under the programs contained in this CIP and any other applicable funding programs shall not exceed the eligible pre-tax cost of the improvements to that particular property under all funding programs; and
15. The annual budget for the CIP incentive programs will be determined by Council and applications for incentives will be awarded on a first come, first served basis, within the approved annual budget.



Combining the Programs

Applicants are able to qualify for multiple programs for an eligible property to increase the total amount of financial support received to offset various costs associated with community improvement including construction, tax increases and municipal development fees. The only programs which cannot be combined at the same time are the Brownfield Remediation Grant, and the Tax Increment Grant.

The total combined grants that may be provided to a property through the Building and Accommodation Grant or Façade and Signage Improvement Grant shall not exceed \$30,000 for designated heritage properties, and \$20,000 for all other properties.

4.3 Building and Accommodation Grant Program

Overview

Existing buildings can be expensive to renovate and restore to modern standards, especially for older heritage buildings. Significant costs can arise from needed improvements to the essential internal systems of the building including the plumbing, electrical, heating and cooling systems, and the roof.

In addition, Amherstburg faces certain economic constraints due to a lack of overnight accommodations within the town. This limits the benefits that the town receives through local sport and cultural tourism events and infrastructure.



*Bondy House Bed and Breakfast,
Dalhousie Street*

The Building and Accommodation Grant Program offers a grant to offset the costs associated with the development of overnight accommodations, or other major developments that support Amherstburg's tourism sector. In addition, in the Historic Core, Central Sandwich, and Core Residential areas the grant can be used to offset costs related to renovations of essential interior systems of an existing commercial or mixed-use building with a targeted use(s) on the ground floor.

Purpose

- To encourage the rehabilitation, redevelopment, or development of overnight accommodation uses within the Town of Amherstburg and other uses which support the Town's tourism sector.
- To promote the maintenance and physical improvement of existing commercial and mixed-use buildings.
- To encourage desired commercial uses to locate within the ground floor storefronts of buildings which contribute to the character of the area and complement surrounding businesses.
- To encourage the preservation and restoration of heritage properties including the designation of properties on the Heritage Registry.

What is on Offer

- One **grant** per property equivalent to the lesser of:
 - 50% of the eligible pre-tax costs, or
 - \$15,000 for buildings which are NOT designated on the heritage inventory, or
 - \$20,000 for buildings which ARE designated on the heritage inventory.

How it Works

To receive a grant, these steps must be followed:

1. The applicant submits the application for pre-approval before undertaking any applicable works,
 2. Review and pre-approval of the application by the Town,
 3. The applicant undertakes the works described in the application
 4. The applicant notifies the Town that the work is complete and submits a grant claim application, including paid receipts, detailed invoices and photos for the works and business, and
 5. Review of the works completed and issuance of the grant by the Town if all conditions have been met by the applicant.
1. **Submission of Application:** Before undertaking eligible works for a property within a targeted area, applicants must submit an application for the Building and Accommodation Grant Program which includes:
 - a. A cover letter that summarizes the work to be completed and the provided quotations, including an itemized list of specific improvements, and description of the proposed use(s) of the building.
 - b. Two (2) comparable quotations by qualified contractors showing itemized pre-tax cost estimates for all of the proposed works. Generally, the Town will use the lower of the two estimates as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required).
 - c. Professional urban design studies and/or professional architectural/ design drawings that are in conformity with Downtown Amherstburg Urban Design Guidelines.

2. **Review and Pre-Approval:** The application may be pre-approved by the Town if:
 - a. There is available funding within the program budget by the Town for the estimated grant.
 - b. The proposed development complies with the Downtown Amherstburg Urban Design Guidelines.
 - c. A targeted use is proposed for the ground floor, street facing portion of the building.
 - d. All other conditions of the grant program are met

Through the pre-approval, the Town commits to providing a grant of up to the specified value, provided that the works undertaken are consistent with the works that were described in the application, and that all other conditions of the agreement are met and subject to funding availability.

3. **Undertaking of Improvement Works:**
 - a. The eligible works may only be undertaken after pre-approval for the grant is issued by the Town, in order to be eligible for funding under the CIP.
 - b. If any changes arise, or additional works are required, the Town is to be notified and provided with revised quotation(s) from a qualified contractor(s) before undertaking any of the additional works.
4. **Completion of Works and Submission of Grant Claim:** Upon completion of the works the pre-approved applicant must notify the Town and submit a grant claim application package which includes:
 - a. the itemized paid invoices or receipts showing the works that were completed and the final pre-tax costs for each item, the submission should use a consistent itemization of works as was used in the application,
 - b. a copy of the business license, if required, for the business located on the ground floor which satisfies the targeted use criteria of the grant program, and
 - c. Photos of the completed works and business located on the ground floor.

5. **Review and Issuing of Grant:** When notified of the completed project and submission of paid invoices, the Town will review the grant claim application. A grant will only be issued if:
- a. The eligible works are complete as pre-approved and final building inspections have taken place;
 - b. An occupancy permit has been issued (as applicable);
 - c. All deficiencies have been addressed;
 - d. The as-built development is consistent with the approved drawings and the Downtown Amherstburg Urban Design Guidelines; and
 - e. All other conditions of the agreement have been complied with.

Targeted Areas and Target Uses

Properties located within the following areas with the following targeted uses are eligible for this program (See Appendix for full list of targeted uses in each District):

- **Historic Core:** Restaurants, Retail, Financial Establishments, etc.
- **Central Sandwich:** Hotels and Motels, Restaurants, Retail, Financial Establishments, etc.
- **North Sandwich:** Hotels and Motels, Restaurants, Tourist Establishments, Offices, Commercial Recreation Establishments etc.
- **South Sandwich:** Hotels and Motels, Restaurants, Tourist Establishments, Offices, Commercial Recreation Establishments etc.
- **Core Residential Area:** Bed and Breakfast Establishments

Eligible Costs

For **Greenfield developments**, properties which are vacant as of April 2017, or **major redevelopments** of underutilized properties at the discretion of the Town of Amherstburg, eligible costs shall include the following:

1. Design, engineering, legal, insurance, and other professional fees (at the discretion of the Town of Amherstburg) directly related to the design and development and commissioning of the completed building(s).
2. Development or redevelopment of vacant or underutilized lots:
 - a. Site development and infrastructure work including demolition and disposal off-site, improvement or reconstruction of existing on-site public infrastructure (water services, sanitary and storm sewers, other);
 - b. Any other related cost deemed eligible by the Town.

For **renovations and upgrades to existing buildings** within the Historic Core, **Central Sandwich**, and **Core Residential** Areas, Eligible costs shall include:

1. Exterior and interior modifications to provide barrier-free accessibility;
2. Repair / replacement of windows and doors;
3. Energy efficiency retrofits and improvements;
4. Installation/upgrading of fire protection systems;
5. Repairs/improvements related to public health and safety issues; or
6. Other repairs / improvements as may be deemed eligible by the Town.

The following items may also be included as eligible costs where improvements to the façade of the building, consistent with the Downtown Urban Design Guidelines, are also being undertaken:

7. Repair / replacement of roof;
8. Water / flood / weatherproofing;
9. Structural repairs to walls, ceilings, floors and foundations;
10. Improvement related to the electrical and plumbing systems; or
11. Required improvements to heating, cooling and ventilation systems.

All eligible works must comply with the Downtown Amherstburg Urban Design Guidelines.

Eligible works shall NOT include costs for materials and labour related to the installation of interior finishes, appliances, and decorations.

4.4 Façade and Signage Improvement Grant Program

Overview

The front of a building, known as the façade, is what a person first sees when they look at a building. The façade gives the observer a first impression of the building and a sense what to expect inside. An effective commercial façade is attractive and clearly showcases what the business is offering and is thus vital to the success of that business. From the perspective of community improvement, a quality façade is an extremely important part of an attractive, inviting and vibrant streetscape particularly when many adjacent buildings exhibit high quality characteristics. Existing buildings; however, can be expensive to renovate and restore to modern standards, especially for older buildings with heritage features on their façades.



*Example of New Infill Development,
Sandwich Street*

The Façade and Signage Improvement Grant Program offers a grant to offset the costs related to rehabilitation and renovations related to the street facing façade and signage of an existing commercial or mixed-use building with a targeted use on the ground floor.

Purpose

- To promote the maintenance and physical improvement to the street facing exterior of existing commercial and mixed-use buildings and properties.
- To encourage desired commercial uses to locate within the ground floor storefronts of buildings which contribute to the character of the area and complement surrounding businesses.
- To encourage the preservation and restoration of heritage properties including the designation of properties on the Heritage Registry.


What is on Offer

- One **grant** per property equivalent to the lesser of:
 - 50% of the eligible pre-tax costs, or
 - \$10,000 for buildings which are NOT designated on the heritage inventory, or
 - \$15,000 for buildings which ARE designated on the heritage inventory.

How it Works

To receive a grant, these steps must be followed:

1. The applicant submits the application for pre-approval before undertaking any applicable works,
 2. Review and pre-approval of the application by the Town,
 3. The applicant undertakes the works described in the application
 4. The applicant notifies the Town that the work is complete and submits a grant claim application, including paid receipts, detailed invoices and photos for the works, and
 5. Review of the works completed and issuance of the grant by the Town if all conditions have been met by the applicant.
1. **Submission of Application:** Before undertaking eligible works for a property within a targeted area, applicants must submit an application for the Façade and Signage Improvement Grant Program which includes:
 - a. A cover letter that summarizes the work to be completed and the provided quotations, including an itemized list of specific improvements and a description of the proposed use(s) of the building.
 - b. Two (2) comparable quotations by qualified contractors showing itemized pre-tax cost estimates for all of the proposed works. Generally, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required).
 - c. Professional urban design studies and/or professional architectural/design drawings that are in conformity with Downtown Amherstburg Urban Design Guidelines.

- 
2. **Review and Pre-Approval:** The application may be approved by the Town if:
 - a. There is available funding within the program budget by the Town for the estimated grant.
 - b. The proposed development complies with the Downtown Amherstburg Urban Design Guidelines.
 - c. A targeted use is proposed for the ground floor, street facing portion of the building.
 - d. All other conditions of the grant program are met.

Through the pre-approval, the Town commits to providing a grant of up to the specified value, provided that the works undertaken are consistent with the works that were described in the application, and that all other conditions of the agreement are met, then the Town will issue a grant, subject to funding availability.

3. **Undertaking of Improvement Works:**
 - a. The eligible works may only be undertaken after approval for the grant is issued by the Town, in order to be eligible for funding under the CIP.
 - b. If any changes arise, or additional works are required, the Town is to be notified and provided with revised quotation(s) from a qualified contractor(s) before undertaking any of the additional works.
4. **Completion of Works and Submission of Grant Claim:** Upon completion of the works the pre-approved applicant must notify the Town and submit a grant claim application package which includes:
 - a. the itemized paid invoices or receipts showing the works that were completed and the final pre-tax costs for each item, the submission should use a consistent itemization of works as was used in the application,
 - b. a copy of the business license, if required, for the business located on the ground floor which satisfies the targeted use criteria of the grant program, and
 - c. photos of the complete works and business located on the ground floor.

5. **Review and Issuing of Grant:** When notified of the completed project and submission of paid invoices, the Town will review the grant claim application. A grant will only be issued if:
- a. The eligible project is complete as pre-approved and final building inspections have taken place;
 - b. An occupancy permit has been issued (as applicable);
 - c. All deficiencies have been addressed;
 - d. The as-built development is consistent with the pre-approved drawings and the Downtown Amherstburg Urban Design Guidelines; and
 - e. All other conditions of the agreement have been complied with.

Targeted Areas and Target Uses

Properties located within the following areas with the following targeted uses are eligible for this program (See Appendix for full list of targeted uses in each district):

- **Historic Core:** Restaurants, Retail, Accommodation, Financial Establishments, etc.
- **Central Sandwich:** Restaurants, Retail, Accommodation, Financial Establishments, etc.
- **Core Residential Area:** Bed and Breakfast Establishments

Eligible Costs

Eligible costs may include a combination of the following items related to the front street facing façade, and, in the case of a corner building, the side street facing façade:

1. repair/replacement of storefront doors and windows;
2. exterior and entrance improvements to provide barrier free accessibility;
3. repair or replacement of cornices, parapets, eaves, soffits and other architectural details;
4. repair or replacement of awnings or canopies;
5. restoration and maintenance of brick, stone, and wood façades
6. addition of new lighting / upgrading of existing fixtures on exterior façade and in entrance and storefront display areas;
7. installation/improvement of signage;
8. other similar repairs/improvements as may be deemed eligible by the Town; or

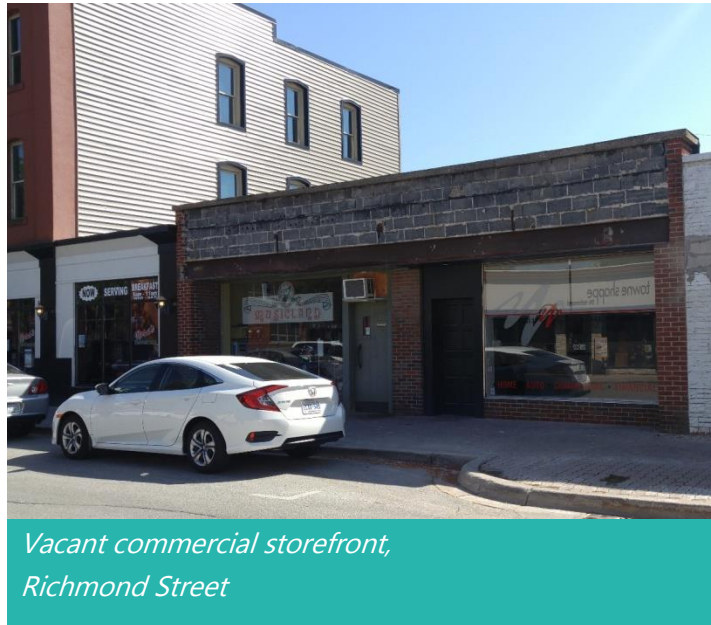
All eligible works must comply with the Downtown Amherstburg Urban Design Guidelines.

Eligible works shall NOT include costs for materials and labour related to the installation of interior finishes, appliances, and decorations.

4.5 Development Charge Grant Program

Overview

The Development Charge Grant Program offers a rebate to offset the Development Charges applied to new developments or redevelopments that are consistent with the Downtown Amherstburg Urban Design Guidelines. Development Charges are fees collected by the municipality from property owner or developers when new development occurs, to help pay for the cost of infrastructure required to provide municipal services to new development, such as roads, transit, water and sewer infrastructure, community centres and fire and police facilities.



Purpose

To encourage and support larger scale rehabilitation, redevelopment, infill and intensification projects for a targeted use that will act as catalysts for other projects.

What is on Offer

- A **grant** equivalent to the lesser of:
 - 50% of the eligible Commercial Development Charges, or
 - \$25,000.


NOTE TO DRAFT – The title and policies of this program may need to be revised based on further consultation with the Municipality and Province regarding the possible application of a Community Benefit Charge.

How it Works

To receive a Development Charge grant, these steps that must be followed:

1. The applicant submits the application for pre-approval before undertaking any applicable works,
 2. Review and pre-approval of the application by the Town,
 3. The applicant undertakes the works described in the application,
 4. The applicant notifies the Town that the work is complete, and submits a grant claim application including support showing that the property has had a final building inspection, an occupancy permit has been issued (as applicable) and all related deficiencies have been addressed, and
 5. Review of the works completed and issuance of a grant by the Town if all conditions have been met by the applicant.
1. **Submission of Application:** Before undertaking eligible works for a property within a targeted area, applicants must submit an application for the Development Charge Grant Program which includes.
 - a. A cover letter that summarizes the work to be completed and the provided quotations, including an itemized list of specific improvements, and describes the proposed use(s) of the building.
 - b. Two (2) comparable quotations by independent, qualified contractors showing itemized pre-tax cost estimates for all of the proposed works which are required to be included in the incentive program. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required).
 - c. Professional urban design studies and/or professional architectural/ design drawings that are in conformity with Downtown Amherstburg Urban Design Guidelines.
 2. **Review and Pre-Approval:** The application may be approved by the Town if:
 - a. There is available funding within the program budget by the Town for the estimated grant;
 - b. The eligible works have not been undertaken to date;
 - c. The proposed development complies with the Downtown Amherstburg Urban Design Guidelines; and
 - d. All other conditions of the grant program have been met.

Through the pre-approval, the Town commits to providing a grant of up to the specified value, provided that the works undertaken are consistent with the works that were described in the application, and that all other conditions of the agreement are met, then the Town will issue a grant, subject to funding availability.

- 
3. **Undertaking of Development Works and Payment of Development Charges:**
 - a. The eligible works may only be undertaken after pre-approval for the grant is issued by the Town.
 - b. The Owner shall pay to the Municipality a development charge for each building to be constructed in this development as established by the Town in its Development Charges By-law which may include community benefit charges (if applicable) in accordance with the provisions of the Planning Act.
 4. **Completion of Works and Submission of Grant Claim:** Upon completion of the works the applicant must notify the Town and submit a grant claim application package which includes:
 - a. the itemized paid invoices or receipts showing the works that were completed and the final pre-tax costs for each item, the submission should use a consistent itemization of works as was used in the application;
 - b. a copy of the business license, if required, for the business located on the ground floor which satisfies the targeted use criteria of the grant program, and
 - c. photos of the completed works and business located on the ground floor.
 5. **Review and Issuing of Grant:** When notified of the completed project and submission of paid invoices, the Town will review the grant claim application. A grant will only be issued if:
 - a. The eligible works are complete;
 - b. Final building inspections have taken place;
 - c. An occupancy permit has been issued (as applicable);
 - d. All deficiencies have been addressed; and,
 - e. The as-built development is consistent with the approved drawings and the Downtown Amherstburg Urban Design Guidelines

Targeted Areas and Target Uses

Properties located within the following target areas which have one of the targeted uses are eligible for this program (See Appendix for full list of targeted uses in each district):

- **Historic Core:** Restaurants, Retail, Accommodations, etc.
- **Central Sandwich:** Restaurants, Retail, Accommodations, etc.
- **North Sandwich:** Restaurants, Retail, Accommodations, Commercial Recreation, etc.
- **South Sandwich:** Restaurants, Retail, Accommodations, Commercial Recreation, etc.



Eligible Works

Eligible works shall include the following:

1. Design, engineering, legal, insurance, and other professional fees (at the discretion of the Town of Amherstburg) directly related to the design and development and commissioning of the completed building(s).
2. Development or redevelopment of vacant or underutilized lots:
 - a. Site development and infrastructure work including demolition and disposal off-site, improvement or reconstruction of existing on-site public infrastructure (water services, sanitary and storm sewers, other); and
 - b. Any other related cost deemed eligible by the Town.

All eligible works must comply with the Downtown Amherstburg Urban Design Guidelines.

Eligible works shall NOT include costs for materials and labour related to the installation of interior finishes, appliances, and decorations.

4.6 Tax Increment Grant Program

Overview

The Tax Increment Grant (TIG) Program offers a rebate to offset the increased municipal property taxes for commercial properties that result after undertaking development or substantial improvements to a property. Once a building has been reassessed by the Municipal Property Assessment Corporation (MPAC) following substantial development or redevelopment, the assessed value will likely increase, and as a result so will the amount of municipal property taxes to be paid. The likelihood of increased taxes may act as a deterrent that discourages investment and improvements in buildings; the impact would be mitigated by the Tax Increment Grant Program under the CIP.



*New medical office under construction,
Sandwich Street*

Purpose

To encourage investment in new development or significant commercial redevelopment projects by providing relief from increased property taxes for several years.

What is on Offer

- An **annual grant** equivalent to a portion of the incremental property taxes resulting from significant improvements to a commercial property for a period of **5 years**, subject to eligibility and as calculated annually by the Town, for properties that have a targeted use active within them.
- The portion of the incremental municipal property taxes covered by the grant will gradually decline over the 5 year time period according to Table 3.


Table 3: Tax Increment Grant Portion of Increase Municipal Taxes

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|--------|--------|--------|--------|--------|
| % of Incremental Taxes eligible for grant | 60 | 50 | 40 | 30 | 20 |

How it Works

To receive a tax increment grant, these steps must be followed:

1. The applicant submits the application for pre-approval before undertaking any applicable works,
 2. Review and pre-approval of the application by the Town,
 3. The applicant undertakes the works described in the application and the property is reassessed by MPAC,
 4. The applicant notifies the Town that the work is complete, and submits a grant claim application, including documentation showing the increased commercial assessment on the property returned by MPAC based on the improvements, and
 5. Review of the works completed and issuance of the first year grant by the Town if all conditions have been met by the applicant.
 6. The Town will review and calculate the eligible grant for each of years 2 through 5 and issue grants to the applicant accordingly, subject funding availability.
1. **Submission of Application:** Before undertaking eligible works for a property within a targeted area, applicants must submit an application for the Tax Increment Grant Program which includes:
- a. A cover letter that summarizes the work to be completed and the provided quotations, including an itemized list of specific improvements, and describes the proposed use(s) of the building.
 - b. Two (2) comparable quotations by qualified contractors showing itemized pre-tax cost estimates for all of the proposed works which are required to be included in the incentive program. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required).
 - c. Professional urban design studies and/or professional architectural/ design drawings that are in conformity with Downtown Amherstburg Urban Design Guidelines.

- 
- d. A Notice of Assessment from MPAC, or recent property tax bill which specifies the assessed commercial value of the property prior to undertaking the work, known as the 'pre-improvement assessed value'.
2. **Review and Pre-Approval:** The application may only be pre-approved by the Town if:
 - a. There is available funding within the program budget by the Town for the estimated grant.
 - b. The eligible works have not been undertaken to date;
 - c. The proposed development complies with the Downtown Amherstburg Urban Design Guidelines;
 - d. A targeted use is proposed for the ground floor, street facing portion of the development; and
 - e. All other conditions of the grant program have been met.

Through the pre-approval, the Town commits to entering into a grant agreement with the applicant provided that the works undertaken are consistent with the works that were described in the application, there is a minimum 20% increase in the assessed value of the property as a result of the improvements; and that all other conditions of the agreement are met and subject to funding availability.

3. **Undertaking of Improvement Works:**
 - a. The eligible works may only be undertaken after pre-approval for the grant is issued by the Town, in order to be eligible for funding under the CIP.
 - b. If any changes arise, or additional works are required, the Town is to be notified and provided with revised quotation(s) from a qualified contractor(s) before undertaking any of the additional works.
4. **Completion of Works and Grant Claim:** Upon completion of the works the pre-approved applicant must notify the Town and submit a grant claim package which includes:
 - a. the itemized paid invoices or receipts showing the works that were completed and the final pre-tax costs for each item, the submission should use a consistent itemization of works as was used in the application;
 - b. a copy of the business license, if required, for the business located on the ground floor which satisfies the targeted use criteria of the grant program, and
 - c. photos of the completed works and targeted business;

- d. a Property Assessment Notice from MPAC which shows an increase in property commercial assessed value due to the improvement undertaken; and
 - e. confirmation that the appeal period for the Property Assessment Notice has expired and no Request for Reconsideration or appeal to the Assessment Review Board was filed.
5. **Entering into Grant Agreement:** When notified of the completed project, the Town will review the grant claim application, and commit to providing a property tax increment rebate to the applicant for up to 5 years. The rebate will be for a portion of the incremental commercial property taxes resulting from increased commercial assessment related to property improvements, based on table 3 above and as determined annually by the Town.

On that basis, the Town will enter into a grant agreement with the applicant if:

- a. The eligible project is complete and final building inspections have taken place;
- b. An occupancy permit has been issued (as applicable);
- c. All deficiencies have been addressed;
- d. The as-built development is consistent with the approved drawings and the Downtown Amherstburg Urban Design Guidelines; and
- e. All other conditions of the agreement have been complied with.

Targeted Areas and Target Uses

Properties located within the following target areas which have one of the targeted uses are eligible for this program (See Appendix for full list of targeted uses in each district):

- **Historic Core:** Restaurants, Retail, Overnight Accommodation Uses, etc.
- **Central Sandwich:** Restaurants, Retail, Overnight Accommodation Uses, etc.
- **North Sandwich:** Restaurants, Retail, Overnight Accommodation Uses, Commercial Recreation, etc.
- **South Sandwich:** Restaurants, Retail, Overnight Accommodation Uses, Commercial Recreation, etc.

Eligible Works

Eligible works shall include the following:

1. Design, engineering, legal, insurance, and other professional fees (at the discretion of the Town of Amherstburg) directly related to the design and development and commissioning of the completed building(s).
2. Development or redevelopment of commercial properties including vacant or underutilized lots:
 - a. Site development and infrastructure work including demolition and disposal off-site, improvement or reconstruction of existing on-site public infrastructure (water services, sanitary and storm sewers, other); and
 - b. Any other costs deemed appropriate by the Town.

All eligible works must comply with the Downtown Amherstburg Urban Design Guidelines.

Eligible works shall NOT include costs for materials and labour related to the installation of interior finishes, appliances, and decorations.

Additional Conditions for the Tax Increment Grant Program

- Notwithstanding any other calculations relating to the grant amount, the Town will not pay an annual grant which is greater than the municipal portion of the commercial property tax collected for a property;
- The amount of the grants provided for a property over the life of this program will not exceed the 50% of the pre-tax value of the work done that resulted in the increased level of municipal tax assessment. The amount of grants will be monitored in relation to the total pre-tax value of work done and the grants will cease if they equal 50% of the pre-tax value of the work done;
- Tax increases that result from a general reassessment, a change in tax legislation or an increase in the commercial tax rate will be not be considered for the purposes of calculating the grant. The tax rate used to determine the increment will be held constant over the 5 year grant period (i.e. changes in tax rate after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment).

4. Community Improvement Programs

- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved;
- The Town will determine the grant annually. Any reduction to the property's assessed commercial value, as a result of assessment appeals or otherwise, will be considered in determining the eligible increment for grant, including consideration of appeals for prior grant years which may be offset against current year eligibility.



4.7 Brownfield Remediation Grant Program

Overview

The cost to clean up contaminants of former industrial uses can be a significant impediment to development of not just the site, but also the surrounding area. The Municipal Act, 2001 (Section 365.1) allows municipalities to provide for municipal tax assistance to encourage the cleanup of contaminated properties.

The Brownfield Remediation Grant (BRG) Program offers a grant intended to offset the “costs of rehabilitation” (i.e. cleanup) on eligible industrial properties undertaken to reduce the concentration of contaminants to enable a Record of Site Condition (RSC) to be filed in the Environmental Site Registry.



Purpose

- Encourage the cleanup and remediation of pollutants from former industrial uses and other uses that may have contaminated the site, which makes the site viable for reuse.

What is on Offer

- A **grant** equivalent to the lesser of:
 - the municipal portion of the industrial property taxes paid during the year
 - 50% of the pre-tax costs to complete the eligible works; or
 - \$25,000.

How it Works

To receive a tax increment grant, these steps must be followed:

1. The applicant submits the application for pre-approval before undertaking any applicable works,
 2. Review and pre-approval of the application by the Town,
 3. The applicant undertakes the works described in the application,
 4. The applicant notifies the Town that the work is complete, and submits a grant claim application, including documentation showing a Record of Site Condition (RSC) has been filed in the Environmental Site Registry , and
 5. Review of the grant claim application and issuance of the grant by the Town, if all conditions have been met by the applicant.
1. **Submission of Application:** Applicants must submit an application for the Brownfield Remediation Grant prior to undertaking eligible works for an industrial property within a targeted area, which must include:
- a. a Phase II ESA prepared by a qualified person that shows that the property does not meet the standards under subparagraph 4i of Section 168.4(1) of the Environmental Protection Act to permit a Record of Site Condition (RSC) to be filed in the Environmental Site Registry;
 - b. a Phase II ESA, Remedial Work Plan or Risk Assessment prepared by a qualified person that contains:
 - i. an estimate of the cost of actions that will be required to reduce the concentration of contaminants on, in or under the property to permit a record of site condition (RSC) to be filed in the Environmental Site Registry under Section 168.4 of the Environmental Protection Act; and
 - ii. a description of, work plan, and budget for the environmental remediation and/or risk management actions;
 - c. A Notice of Assessment from MPAC, or recent property tax bill which specifies the assessed industrial value of the property prior to undertaking the work, known as the 'pre-improvement assessed value'.
2. **Review and Pre-Approval:** The application may be pre-approved by the Town if:
- a. The eligible works have not been undertaken to date;
 - b. a Business Plan for redevelopment of the property is provided which includes a targeted use to be developed on the property; and

- c. All other conditions of the grant program have been met.

Through the pre-approval, the Town commits to providing a grant up the specified value, provided that the works undertaken are consistent with the works that were described in the application, and that all other conditions of the agreement are met, then the Town will issue a grant, subject to funding availability.

3. **Undertaking of Improvement:**

- a. The eligible works may only be undertaken after pre-approval for the grant is issued by the Town.
- b. If any changes arise, or additional works are required, the Town is be notified before undertaking the additional works.
- c. File a RSC, signed by a qualified person, in the Environmental Site Registry for the property and the applicant shall submit to the Town proof that the RSC has been acknowledged by the Ministry of Environment and Climate Change (MOECC).

4. **Completion of Works and Submission of Grant Claim:** Upon completion of the works the applicant must notify the Town and submit a grant claim application package which includes:

- a. the paid invoices showing the works completed, and
- b. proof that the RSC has been accepted by the Ministry of Environment .

5. **Review and Issuing of Grant:** When notified of the completed project and submission of paid invoices, the Town will review the grant claim application. A grant will only be issued if:

- a. The eligible project is complete as pre-approved;
- b. The RSC for the property has been accepted by the Ministry of Environment;
- c. All deficiencies have been addressed; and
- d. All other conditions of the agreement have been complied with.

Eligible Properties

Industrial properties which as of the date the Phase Two Environment Site Assessment was completed do not meet the applicable standards required to allow for the filing of a record of site condition in the Environmental Site Registry.

Targeted Area

Entire Community Improvement Project Area, including the Historic Core, North Sandwich, Central Sandwich, South Sandwich Districts and Core Residential Area.

Eligible Costs

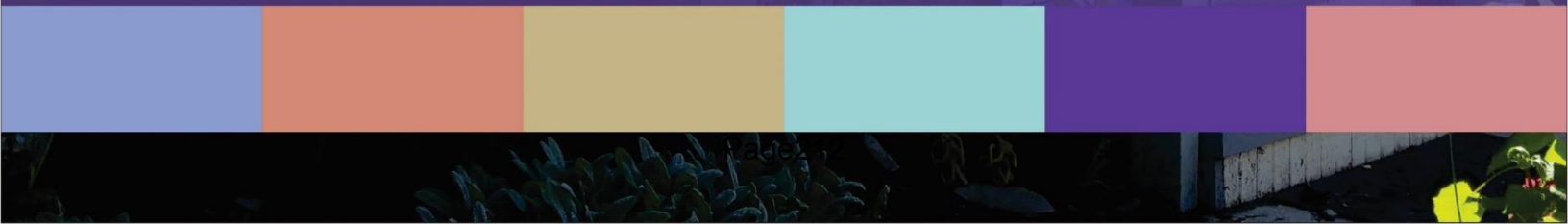
Eligible costs include the following items:

1. environmental remediation, including the cost of preparing an RSC;
2. placing clean fill and grading;
3. installing environmental and/or engineering controls/works as specified in the Remedial Work Plan and/or Risk Assessment;
4. monitoring, maintaining and operating environmental and engineering controls/works, as specified in the Remedial Work Plan and/or Risk Assessment; Phase II Environmental Site Assessment; and Environmental remediation, including the cost of preparing a RSC.





5.0 The Implementation Plan



5.1 CIP Summary

Community Improvement is a means by which municipalities take a comprehensive and coordinated approach to the reuse, redevelopment and revitalization of lands, buildings and infrastructure. Through the background research and consultation with the public, stakeholders, staff, and council, the following community needs were identified as priorities to be addressed through the Community Improvement Plan:

- Accommodation Attraction
- Enhancing and Respecting Heritage
- Vacant and Underutilized Land and Buildings
- Brownfield Contamination
- Lack of Affordable Rental Housing

To address these priorities, the following 'tool kit' of incentives are contained in the Town of Amherstburg Community Improvement Plan:

1. **Building and Accommodation Grant Program** – to encourage renovations of existing buildings within the Historic Core and Central Sandwich districts, as well as encourage the development of overnight accommodations and other tourism related uses by providing grants for construction expenses.
2. **Façade Improvement and Signage Grant Program** – to encourage restoration of façades and signage on existing buildings within the Historic Core and Central Sandwich districts by providing grants for construction expenses.
3. **Development Charge Grant Program** – to encourage redevelopment or development of vacant or underutilized lots through a rebate of municipal 'development charges' (municipal fees applied to new development).
4. **Tax Increment Grant Program** – to encourage development of vacant lots and major developments of underutilized lots through a rebate of increased municipal property taxes following substantial improvements to a property.
5. **Brownfield Remediation Grant Program** – to encourage the cleanup of contaminated sites, such as former industrial uses and gas stations, through a grant following the remediation of contaminants on a site.

5.2 Policy Considerations

It is recommended that the Town of Amherstburg Official Plan and Zoning By-Law be reviewed for consistency with the intent of the CIP. From the review of the existing planning framework completed as part of the CIP, there are several areas that should be reviewed in greater detail.



*Historical façade in need of restoration
70-72 Murray Street*

- Low density residential zones in the Core Residential District should be reviewed for the appropriateness of **permitting Bed and Breakfast Establishments**. There are several areas where Bed and Breakfast Establishments are permitted including the Residential Third Density (R3) zone to the north of the Historic Core along Rankin Street, to the South along Dalhousie Street, as well as to the east of Sandwich Street. Despite the use being permitted in the R3 zone, the one existing bed and breakfast establishment is located within a site specific zone of the Residential First Density (R1-12) zone along Dalhousie Street. Consideration should be given to any other areas in and around the core residential district that are suitable for a bed and breakfast establishment.
- There is currently **limited rental housing stock** in Amherstburg. There may be opportunity to encourage the conversion and rehabilitation of certain upper floors of mixed-use buildings to residential apartments, with commercial uses on the ground floor. To create an active pedestrian oriented streetscape, it is preferable to have commercial uses on the ground floor of buildings wherever possible, however apartment buildings without commercial uses may be appropriate in certain locations within the South Sandwich District. Consideration should be given in the Zoning By-law to implement a minimum height restriction within some commercial zones in the study area.
- Consultations frequently requested that stronger controls be put in place to mandate the preservation of properties with heritage value and prevent their demolition. This level of regulation is beyond the scope of a CIP and Urban Design Guidelines. Consideration should be given to **establishing a Heritage Conservation District and requiring Heritage Impact Studies** for development that has the potential to impact properties of heritage value.

5.3 Marketing & Monitoring the CIP and Incentives

Successful implementation of the CIP will require an awareness campaign to ensure that property owners, business owners, residents, real estate agents, and municipal staff are aware of the programs.

Local Partners: Business and Property Owners

It is recommended that local groups and organizations be engaged to assist with the marketing and promotion of the incentive programs. A Business Improvement Area (BIA), which would be run and funded by local property and business owners through a special levy, could be a valuable ally in reaching people who may not otherwise hear about the programs directly from the municipality should local business and property owners request that a BIA be created within the Town in the future.

Local Partners: Real Estate Networks

Efforts should also be made to ensure that the local networks of real estate agents and brokers are aware of the available CIP programs and know who to contact for additional information. The incentive programs can act as incentives for people who want to purchase a property within the targeted areas.

Limited Time Offer

It is recommended that the programs be implemented for a limited time to encourage potential applicants to take advantage of the programs as soon as possible. The programs are most successful when they can build momentum and create noticeable improvements to the streetscape. This requires a critical mass of properties to undertake renovations or be developed.

To prevent potential applicants from waiting until the end of the programs to apply, it is recommended that annual caps be implemented. This encourages applicants to apply now while funding is still available, since demand for them may be higher next year and there may not be enough funding available. This is important from a financial planning perspective from the town to ensure that the costs of the program can be budgeted appropriately.

Community Improvement Time Period

The CIP is intended to help guide the revitalization of Amherstburg for a 10 year time period.

Program Monitoring

In order to ensure that the programs are effective it is recommended that the CIP be reviewed after a five (5) and ten (10) period has elapsed. Community improvement can take some time to build momentum and have an impact on the community. Construction and renovation



projects take time to get quotes, secure funding, undertake the works, and find tenants. There are always surprises that can delay progress, especially with the renovation of older heritage properties.

Applications to programs under the CIP should be monitored on an annual basis. The following indicators should be tracked to assist in monitoring the impact and success of the programs:

- **Assessed Property Value:** Both of properties applying to incentive programs and of properties in the CIP area as a whole.
- **Building Permits:** Both the number of permits issued and the value of works completed.
- **Investment Multiplier:** The ratio of municipal incentives to private investment leveraged through the incentive programs.
- **Commercial Vacancy:** Vacancy rate of commercial building and lots within the CIP area.
- **Façade Inventories:** Façade inventories should be completed within the Commercial Districts after 5 and 10 years, or sooner if deemed necessary. If possible, a photographic inventory of historical façades should be assembled of the original appearance of buildings.
- **Number of Heritage Registered Properties.**
- **Population within the Core of Amherstburg.**

5.4 Designation of Community Improvement Project Area

Through Subsection 28 (2) of the Ontario Planning Act, Councils are permitted to designate, by by-law, a community improvement project area if its official plan contains provisions relating to community improvement:

(2) Where there is an official plan in effect in a local municipality or in a prescribed upper-tier municipality that contains provisions relating to community improvement in the municipality, the council may, by by-law, designate the whole or any part of an area covered by such an official plan as a community improvement project area. R.S.O. 1990, c. P.13, s. 28 (2); 2006, c. 23, s. 14 (3).

Council may adopt a Community Improvement Plan for areas designated as Community Improvement Project Areas, as per Subsection 28 (4):

(4) When a by-law has been passed under subsection (2), the council may provide for the preparation of a plan suitable for adoption as a community improvement plan for the community improvement project area and the plan may be adopted and come into effect in accordance with subsections (5) and (5.1). 2006, c. 32, Sched. C, s. 47 (1).

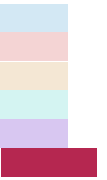
WELCOME
to Historic
Amherstburg



Gordon House 1798



Appendix



Appendix 1 – Targeted Uses





| Targeted Use | Historic Core | Central Sandwich | North Sandwich | South Sandwich | Core Residential |
|---|---------------|------------------|----------------|----------------|------------------|
| amusement game establishment | | | ✓ | ✓ | |
| art gallery | ✓ | ✓ | ✓ | ✓ | |
| bakery shop | ✓ | ✓ | ✓ | ✓ | |
| bed and breakfast establishment | | | | | ✓ |
| cinema | | | ✓ | ✓ | |
| clinic | | | ✓ | ✓ | |
| commercial recreation establishment | | | ✓ | ✓ | |
| commercial school | | | ✓ | ✓ | |
| day care | | | ✓ | ✓ | |
| data processing establishment | | | ✓ | ✓ | |
| drive through facility | | | ✓ | ✓ | |
| dwelling units, restricted to above the first floor | ✓ | ✓ | ✓ | ✓ | |
| financial establishment | ✓ | ✓ | ✓ | ✓ | |
| florist shop | ✓ | ✓ | ✓ | ✓ | |
| food store | ✓ | ✓ | ✓ | ✓ | |
| hardware store | ✓ | ✓ | ✓ | ✓ | |
| hotel or motel | ✓ | ✓ | ✓ | ✓ | |
| institutional use | ✓ | ✓ | ✓ | ✓ | |
| library | ✓ | ✓ | ✓ | ✓ | |
| medical/dental office | ✓ | ✓ | ✓ | ✓ | |
| merchandise service shop | ✓ | ✓ | ✓ | ✓ | |
| marina | ✓ | | | | |
| office | ✓ | ✓ | ✓ | ✓ | |
| personal service shop | ✓ | ✓ | ✓ | ✓ | |
| pharmacy | ✓ | ✓ | ✓ | ✓ | |
| place of entertainment | | | ✓ | ✓ | |
| public use | ✓ | ✓ | ✓ | ✓ | |
| recreational establishment | | | ✓ | ✓ | |
| restaurant | ✓ | ✓ | ✓ | ✓ | |
| restaurant, fast-food | ✓ | ✓ | ✓ | ✓ | |
| retail store | ✓ | ✓ | ✓ | ✓ | |
| studio | ✓ | ✓ | ✓ | ✓ | |

| Targeted Use | Historic Core | Central Sandwich | North Sandwich | South Sandwich | Core Residential |
|----------------------------|---------------|------------------|----------------|----------------|------------------|
| supermarket | ✓ | ✓ | ✓ | ✓ | |
| tavern | ✓ | ✓ | ✓ | ✓ | |
| theatre | ✓ | ✓ | ✓ | ✓ | |
| veterinarian clinic | ✓ | ✓ | ✓ | ✓ | |
| video rental establishment | ✓ | ✓ | ✓ | ✓ | |



Downtown Amherstburg Urban Design Guidelines



October 2018



Monteith + Brown
planning consultants

The Town of
Amherstburg
ONTARIO





Town of Amherstburg

Downtown Amherstburg Urban Design Guidelines



Prepared by:



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1.0 Introduction

1.1 Background & Methodology

Monteith Brown Planning Consultants was retained by the Town of Amherstburg in June 2017 to undertake the preparation of the Downtown Amherstburg Urban Design Guidelines (“UDG”) in conjunction with the Town of Amherstburg Community Improvement Plan (“CIP”). To undertake these projects background research on the Town of Amherstburg was conducted including:

- a façade conditions and land use and occupancy survey of downtown Amherstburg;
- consultations with the public, business owners and other stakeholders, town staff, and council;
- a review of background resources on Amherstburg; and
- a review of best practices from other relevant case studies.

1.2 Guideline Structure

This document is organized into the following sections. The first 2 sections introduce and set the stage for the guidelines:

1. Introduction: providing some background, the objectives, the role of the guidelines, the relationship of the guidelines to other plans for the Town of Amherstburg, and the areas within which they will be applied; and
2. Urban Design: providing an introduction to the concept of urban design and some of the key terminology.

The specific urban design guidelines to be applied in Amherstburg are contained within sections 3 - 5:

3. Façade Guidelines: recommendations that relate to the design of facades which apply to both renovations to existing buildings and new infill development; and
4. Building Guidelines: recommendations for the layout and form of new buildings.
5. Pedestrian Areas, Parking, and Streetscape Guidelines: recommendations for the design of pedestrian priority public and private open spaces

Recommendations for the implementation of the guidelines are provided in section 6:

6. Methods of Implementation: providing an explanation of how to use the guidelines, and the ways in which they can be implemented. A development checklist is also provided in the appendix which contains a checklist of guidelines to assist the development community and the Town of Amherstburg.

1.3 Community Assessment

As a result of the background research, including the façade conditions and land use survey, the following community strengths, assets, needs, and opportunities were identified.

1.3.1 Strengths and Assets

It was clear from the feedback received from the public, stakeholders, staff, and council that Amherstburg's heritage is one of the most important aspects of the Town. The 'Old Town' look is something unique to Amherstburg that not only attracts visitors but is also a source of pride for local residents. Another important strength of Amherstburg was the mix of businesses including local restaurants and boutique retail stores, as well as well known, large stores and chain restaurants. Amherstburg's unique heritage buildings and compact Central Business District make it an attractive destination for residents and visitors which is easily walkable. Other strengths such as the waterfront parks and festivals that occur in the downtown are important for the continued revitalization of the town.

1.3.2 Key Community Improvement Needs

Through the public consultation process it was evident that there was a strong desire among residents and business owners to ensure that Amherstburg's heritage was preserved and enhanced. While the majority are not designated as heritage properties, efforts should be made to encourage the preservation of these buildings.

Throughout the background research it was also identified that there is a desire to attract more businesses and development to the downtown which is compatible with, and supportive of the existing businesses and character of the area. One of the key needs of the community identified was the lack of overnight accommodations in the town. Currently there is only one Bed and Breakfast in Amherstburg, which limits the number of visitors that can stay in the town for festivals, tournaments, and other events.

In addition, the public also identified that more businesses, such as restaurants and retail stores, should be attracted to fill vacant and underutilized commercial properties in the downtown.

1.4 Objectives

Based on these findings, the following objectives of the Downtown Amherstburg Urban Design Guidelines were developed with town Staff:

- 
1. Encourage the design of buildings and facades that complement the streetscape and create attractive and engaging pedestrian environments.
 2. Provide design advice on how new commercial and mixed-use developments can best fit the Town's existing and traditional urban fabric.
 3. Provide design advice on how commercial facades and storefronts should be designed to create an active and engaging pedestrian environment.
 4. Provide advice for restoring and preserving heritage features on existing buildings.
 5. Provide advice on how new infill development should be designed to respect the design of the existing streetscape.
 6. Ensure the guidelines are accessible and easy to understand by clearly defining terms; providing resources for the implementation of the guidelines; and including illustrative drawings or pictures of key design features.

1.5 Role of the Urban Design Guidelines

The Downtown Amherstburg Urban Design Guidelines are intended to assist property owners, developers, planners, and Town staff with designing buildings and reviewing development applications. The guidelines will serve as an example, and as a manual for developers and reviewers alike to follow when considering development proposals in the Downtown. The guidelines will also serve to create a consistent standard for which to review applications for Financial Incentives offered through the Amherstburg Community Improvement Plan, this will be of assistance to Town staff as well as applicants who can measure how their application will be evaluated in relation to the UDG. In addition, the UDG will also be used during the review of other planning approvals in the downtown.

All projects must be in compliance with the Accessibility for Ontarians with Disabilities Act (AODA). Where there are conflicts between the guidelines in this document and the AODA, the regulations set out in the AODA will prevail.

1.6 Official Plan and Zoning By-Law

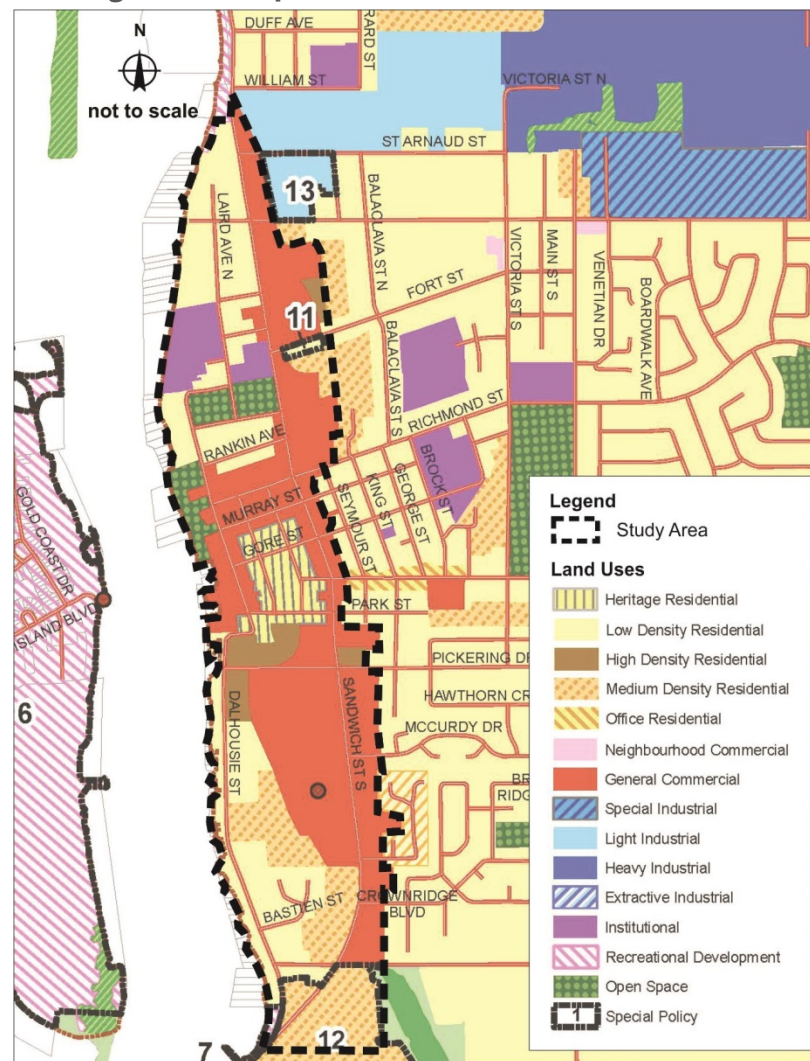
The UDG are intended to complement the objectives enforced in the Town of Amherstburg Official Plan and Zoning By-Law. If conflict occurs between the UDG and Zoning By-Law, the Zoning By-Law will prevail to the extent of the conflict.

1.7 Relationship with the Community Improvement Plan

The Amherstburg Community Improvement Plan (CIP) was completed concurrently with these guidelines with input from residents, businesses, stakeholders, staff and council to identify the community’s strengths and needs, and recommend actions for design improvement. To address the key community improvement needs identified above, the community improvement plan proposes the creation of financial incentive programs to encourage local property and business owners to attract complementary businesses, restore existing buildings, and build new developments that respect the existing character of Amherstburg.

This CIP is intended to provide recommendation and steps for a coordinated approach to the revitalization of the core areas of Amherstburg with specific attention given to attracting overnight accommodations to the town and encouraging the preservation and restoration of Amherstburg’s rich heritage. The CIP will work hand in hand with the UDG by creating incentive programs to encourage a higher level of design for developments that follow the design recommendations of the UDG. The UDG will assist in the implementation of the CIP by creating a consistent design standard to be used when reviewing development proposals and applications for financial incentives.

Figure 1 – Excerpt from Official Plan Land Use Schedule



Source: Town of Amherstburg Official Plan Land Use Schedule

1.8 Urban Design Guideline Project Area

The Urban Design Guideline Project Area is defined as the four commercial districts which were identified in the Amherstburg Community Improvement Plan.

These four commercial districts were based upon the extent of historical commercial development that has occurred for the most part in a linear fashion along Sandwich Street between William Street to the north and Dalhousie Street to the south (See Figure 1). This also includes the historic commercial areas close to the waterfront along Richmond Street, Murray Street, and Dalhousie Street. The boundaries between these areas were determined based on the public consultation, discussions with staff, and the land use and façade survey of the study area.

1.8.1 Historic Core

This District includes Dalhousie Street between Rankin Street to the north and Park Street to the south. In addition, the Historic Core District also includes Richmond Street west of Bathurst Street and Murray Street west of Ramsay Street.

The Historic Core District is characterized by the older, historic inner-Town commercial district primarily located along Amherstburg's waterfront. Several significant heritage properties exist within this District, such as the Gordon House and the White Horse Hotel, and as such the preservation and enhancement of the cultural heritage presence is a large priority. Many buildings have also had their historic brick façade's and detailed cornices and other architectural details covered with paint, siding, or other materials.

Typically the lots within the District are small in comparison to the other Districts, and buildings are located close to the street and either adjoined to adjacent properties or with only a small gap. The majority of buildings are one or two storeys in height with commercial uses on the ground floor and either apartments or offices above. The District is characterized by interlocking brick sidewalks and crosswalks at intersections.



Looking east along Richmond St. from Dalhousie St.

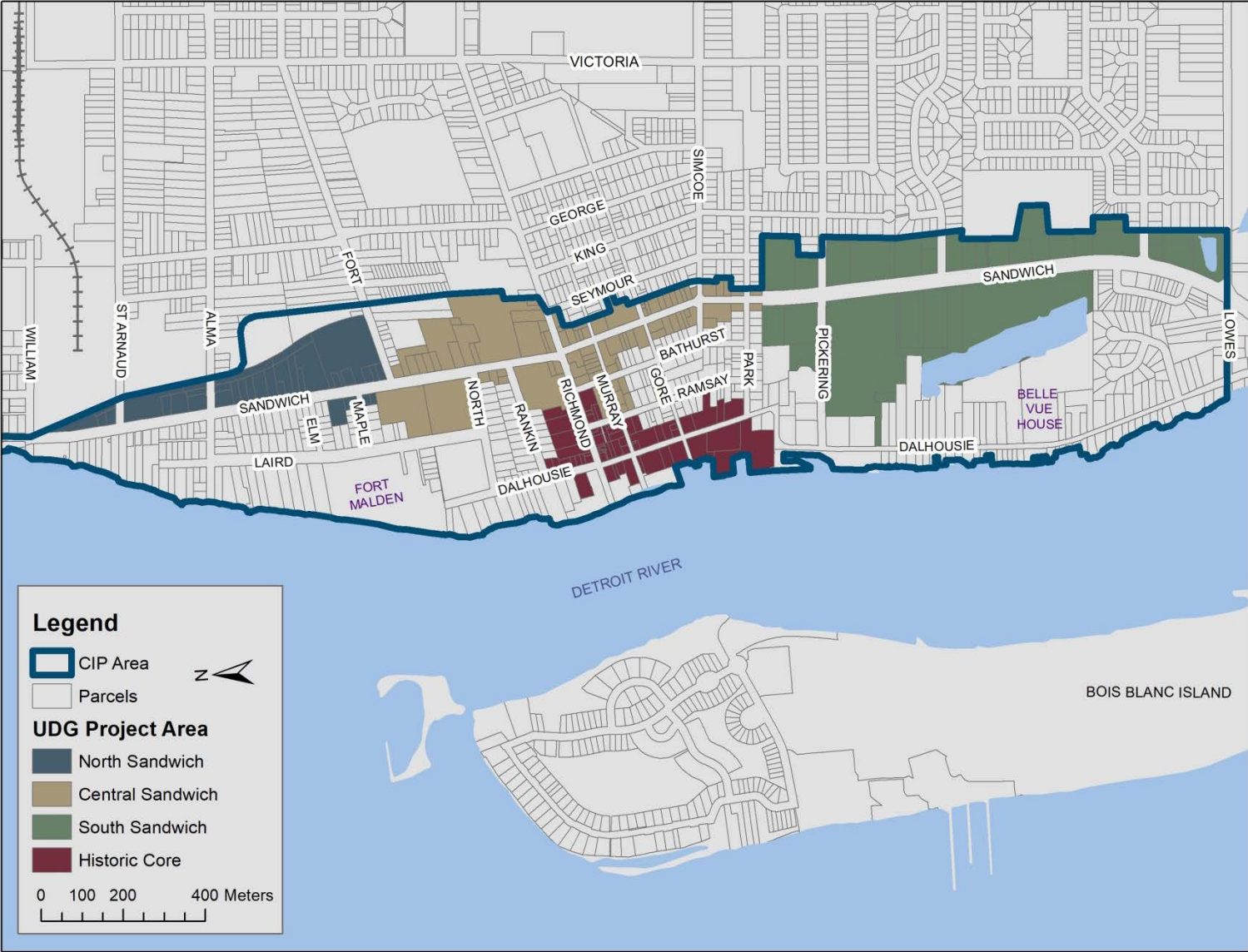


Looking north along Dalhousie St from Murray St.

Key Objectives for the Historic Core District include the promotion and conservation of cultural heritage by restoring and maintaining heritage aspects of facades and buildings, encouraging infill development that respects and compliments the existing heritage character of the district, reducing commercial vacancies, attraction of businesses and uses that complement the existing businesses, and the enhancement of downtown streetscapes to create a cohesive and inviting experience for pedestrians. By pursuing these objectives the goal is to ensure that downtown Amherstburg remains a destination for visitors and residents which showcases the unique history and cultural heritage of the community.

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Figure 1 - Urban Design Guidelines Project Area



Source: Monteith Brown Planning Consultants, Town of Amherstburg



General Amherst High School



Naples Pizza



Richmond Street and Sandwich Street

1.8.2 Central Sandwich

The Central Sandwich District has a substantial variety of businesses and development type and is arguably the most diverse of the four Districts. The District begins at Fort Street, where it runs along Sandwich to Simcoe Street, as well as extending along Richmond Street and Murray Street between Sandwich Street and Bathurst Street.

The District is anchored by significant institutional establishments including the General Amherst High School, the Amherstburg Public Library, the Town of Amherstburg Municipal Office, and the Fire Station. The Central Sandwich District includes the intersection of Richmond Street and Sandwich Street, which functions as the main entrance into the Historic Core District.

The District has a large variety of building types and lot sizes, including the large format No Frills and Shoppers Drug Mart, smaller stand-alone commercial uses like Naples Pizza, and multi-unit commercial buildings. The interlocking red brick sidewalks continue throughout the district to demarcate the commercial corridor.

This District has several vacant lots and large open parking areas which separate the existing buildings and break up the pedestrian environment. In addition there are several residential houses interspersed among the commercial buildings along the corridor.

Key Objectives for the Central Sandwich District are to promote infill development on vacant and underutilized lots, conserve and maintain heritage features of buildings, create an attractive pedestrian environment, and reduce commercial vacancies.



1.8.3 North Sandwich

The North Sandwich District functions as the gateway to the Town of Amherstburg for visitors coming into town from the north along Front Road North / County Road 20. The District includes the commercial buildings fronting on to Sandwich Street between William Street to the North and Fort Street to the South.

Located within this District is the Town tourism center, situated along the waterfront. The District features a mixture of building styles, including small store front buildings, residential dwellings converted into office and retail space, and large format commercial plazas / box stores.

The area features several large commercial uses including a Ford dealership, Rexall, and Sobey's which all are set back from the street with parking in front of the building. There are several vacant lots which provide an opportunity for infill and development to create a more continuous development pattern along the corridor. One example of this is the recent mixed use development at the corner of Fort Street and Sandwich Street which has created several new small storefronts on the ground floor with apartments above.

In addition to the vacant lots, there are several properties which have large parking areas along the Sandwich Street frontage which buildings at the rear.

The Special Commercial Policies of the Official Plan require that buildings be located close to the street and that Council seek the advice of the Amherstburg Heritage Committee when reviewing development applications in this area.

Key Objectives for the North Sandwich District include promoting infill and intensification on vacant and underutilized lots, supporting the redevelopment of remnant residential buildings which have been converted for commercial purposes, improving the continuity in development type along the corridor by supporting development which located parking at the rear of properties, and creates active commercial uses along the streetscape to create a more inviting pedestrian environment.



Rexall Pharma Plus



New Infill Mixed Use Development



Vacant lot suitable for infill and development



Walmart Supercentre



Strip Mall on Sandwich Street

1.8.4 South Sandwich

The South Sandwich District represents the ‘big-box’ corridor of Amherstburg and is heavily oriented towards automobile traffic. The South Sandwich District extends along Sandwich Street from Park Street to Lowes Sideroad.

The west side of Sandwich Street features several prominent commercial establishments including Walmart, Canadian Tire and Mark’s Work Warehouse. The east side of Sandwich Street features several plazas and strip malls with smaller businesses such as Tim Hortons, Subway, medical and dental offices, and independently owned businesses.

There are several large undeveloped parcels along the corridor which offer opportunities for infill and intensification. A high abundance of street-faced parking and lack of pedestrian accessibility is observed. This District demonstrates significant opportunities for future development and redevelopment.

Key Objectives for South Sandwich District are to encourage appropriate infill and intensification on vacant or underutilized lots and supporting the enhancement of the streetscape for improved walkability.

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1.8.5 Core Residential Area

Amongst the downtown commercial areas in Amherstburg is a residential area with many heritage homes and dwellings that contribute to the character of Amherstburg. These guidelines focus on the commercial areas within the downtown, however the following guidelines are provided regarding the preservation and restoration of the heritage residential area:

1. Design new buildings with careful consideration of their design elements so that new buildings are complementary to the established heritage in the area.
2. Site and scale of new buildings should be complementary to adjacent structures using setbacks and height for new buildings that respect the existing building setbacks and massing. The Zoning By-law shall prevail where conflicts exist.
3. Use precedents for roof profiles, windows, entrances, and porches from the existing built form and streetscape as a guide for the design of new buildings.
4. Orient principal building entrances so that they face the public street and are a prominent feature in the building elevation.
5. Locate garages in the side or rear yards, whenever possible. If visible in the main front elevation, ensure that the garage is flush or recedes behind the main front elevation, and is designed to diminish visual impact.
6. Select materials for new construction based on the variety of materials found within the existing neighbourhood

7. Plant street trees to match the established pattern on the street.
8. Ensure that physical improvements to the exterior of homes in the Historic Core do not destroy the historic character of the area.

Due to the significance of the heritage residential area, and the potential for loss and deterioration of buildings within the area, it is recommended that the designation of a Heritage Conservation District (HCD) under the Ontario Heritage Act be explored within the downtown. A HCD provides the municipality with additional powers to review applications to demolish or construct buildings, and require the completion of a Heritage Alteration Permit to see whether they comply with the policies of the HCD. Currently the Town has an existing Heritage Rebate Program, however this is only available to properties which are designated under Part IV of the *Ontario Heritage Act*. Under an HCD, all properties within the district would be eligible to apply to this program.



Kolfage House



2.0 Urban Design

2.1 What is Urban Design?

Urban design is the process of building and shaping the places in cities and towns that we live, work, and play in, as well as travel through. These spaces are made up of individual physical elements like buildings, open spaces, and vegetation that collectively create and define a place. Places are more than simply the sum of these individual elements, places are used by people. Urban design involves not just thinking about how these individual components combine with one another, but more importantly how people use and interact with these places and spaces.

Good urban design is about creating pedestrian-friendly streetscapes, vibrant and engaging meeting places, and safe and attractive neighbourhoods. When designing buildings it must be considered how each new building and supporting works / structures contribute to the function of the streets, blocks, spaces, and neighbourhoods they are a part of. A well designed urban space with coordinated design elements such as pavements, signage, landscaping, lighting, and awnings help create a familiar and inviting environment for visitors, shoppers, and pedestrians.

These Guidelines will act as a tool for encouraging higher quality design of buildings and facades by providing a manual for property owners and developers to use in their development and design proposals in Amherstburg.

2.2 Urban Design Concepts

To assist in understanding the guidelines, an overview of some principal concepts, and elements of design are provided in this section.

Façade: the face of a building, the front façade is the principal front of the building with the main entrance that typically faces onto a street or open space.

Pedestrian Orientation: development designed with an emphasis primarily on how pedestrians access the site, and the impact that the building has on adjacent pedestrian areas.

Massing: the organization of the volume of a building on a site, such as a tall slender tower or a short, wide low-rise apartment

Rhythm: a regularly repeating sequence or pattern, typically with a regular spacing of features and buildings along a street scape

Setback: the distance of a building or a feature from the edge of the street or road

Street Wall: the facades of buildings define the edge (or wall) of a street, which collectively act as the street wall. A street wall consisting of a continuous set of building facades with similar heights and setbacks helps establish an inviting pedestrian environment by creating a feeling of comfort and enclosure.



2.3 Elements of a Façade

Definitions of some key elements of a façade are defined below and illustrated in Figure 2.

Awning: is a secondary covering attached to the exterior wall of a building. It is typically composed of canvas woven of acrylic, cotton or polyester yarn, or vinyl laminated to polyester fabric that is stretched tightly over a light structure of aluminium, iron or steel, possibly coated or transparent material (used to cover solar thermal panels in the summer, but that must allow as much light as possible in the winter)

Bay: is the space between architectural elements of a facade, such as between columns.

Column: a vertical architectural feature

Cornice: an ornamental horizontal molding that crowns a building or structure (an upper cornice), or above the ground floor storefront (a lower cornice) that often overhangs the façade of the building

Datum Line: a horizontal reference line which is established by features of a façade, such as window sills and lintels or cornices.

Lintel: a horizontal block that spans the space between two supports usually over an opening such as a window or door.

Kickplate: a protective plate (as of metal or plastic) applied to the bottom of a door or cabinet or to the riser of a step to prevent marring of the finish

Projecting Sign: a sign attached to and projecting from the face of a wall or building, typically with the face of the sign oriented perpendicular to the wall so as to be visible to pedestrians.

Pilaster: A slightly-projecting column built into or applied to the face of a wall

Quoin: The cornerstones of brick or stone walls, they are often used for decorative as well as structural purposes to define and highlight the corner of a building

Sign Band: The flat, horizontal area on the facade usually located immediately above the storefront windows and below the second story window sill or cornice where signs were historically attached.

Transom Window: A short and wide window or element, above a door or large window.

Wall Sign: A sign which is affixed directly to the façade of a building, and does not significantly extend away from the building face.

Window Sill: the bottom of a window opening.

Valance: a length of decorative material attached to a canopy or awning above a window or door

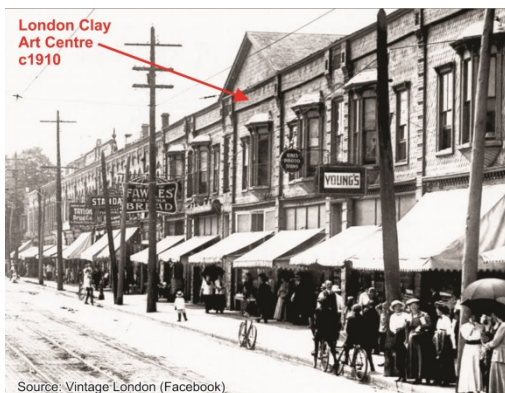
Figure 2 - The Elements of a Facade

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3.0 Facade Guidelines



Source: Vintage London (Facebook)
 Historical Photo of Dundas Street, London (circa 1910)



London Clay Art Centre before Restoration (Google Maps)



London Clay Art Centre Façade After Restoration

3.1 Restoring Heritage Features

Efforts should be made to restore historical features or façade elements where possible. Resources such as building records, historical photo archives, and the Doris Gaspar Historical Inventory should be used as a reference to guide the design of facades and infill development.

Buildings and facades should be designed to respect the historical development of the site and on adjacent properties.

3.2 Ground Floor Storefront Facades

To create a finished, and grounded appearance, a commercial storefront should use windows, doors, cornices, signs and other architectural elements to define a:

- base – such as a base panel and kick plate
- middle – including transparent windows and doors
- top – such as sign board and cornice

Having a defined base, middle, and top helps create an inviting environment for pedestrians by showing care in the design and appearance of the building, and creating a coherent rhythm and scale that is welcoming to pedestrians.

3.2.1 Entryway and Doors

- Doors should be designed with large transparent glass windows to allow for visibility into the business
- Recessed entryways should be illuminated
- Conserve traditional materials and styles where possible including wood, glass and metal doors.
- Utilize materials such as wood or metal that complement the rest of the façade and the surrounding buildings
- Secondary doors to upper floors for apartments should be of a similar style but have smaller glass windows to show that they are secondary to the primary commercial door.

3.2.2 Display Windows

- Utilize transparent glass, and avoid the use of tinted, textured, 'frosted' glass, or graphics on the window
- Conserve and restore traditional frames, sills, and moldings
- Maximize the height and minimize the number of window frames
- Utilize a consistent width and height of window frame with regular spacing along a façade
- Display windows should not be covered with lettering or other adhesive signs



Recessed Entryway, lit with sconce and gooseneck lights and large transparent glass door and windows



Large transparent glass display window



Transom windows above the display windows and doors



Wood base panel across bottom of display windows



Sign band above transom windows.

3.2.3 Transom Windows

- Maintain and restore transom windows above display windows and doors to let light into the store
- Use consistent window frame materials as display windows

3.2.4 Base Panel

- Incorporate a base panel under windows and between vertical columns that span the entire height of the building
- Use high quality, appropriate and easy-to maintain materials for window bases. (High quality materials include stone, brick, concrete, wood, metal panels, ceramic tiles, and other masonry materials.)
- Base panel should have a consistent height across a storefront

3.2.5 Sign Band

- Sign bands should use high quality material such as wood or metal within the sign band and a defined border to differentiate them from the rest of the façade and provide contrast with the lettering of the sign.
- Locate sign band above storefront display windows and transom windows and between columns that span the entire height of the building
- Locate signage under a cornice, do not cover up architectural details with the sign band
- Prioritize maximizing the height of windows over the sign
- Sign bands should not dominate the façade, and should be scaled to the size of the store

3.2.6 Awnings

- Use awnings to provide shelter over entranceways and display windows for pedestrians
- Locate lettering on the valance (the portion hanging from the bottom) of the awning, and avoid lettering on the top of the awning
- Utilize a shape, style, and colour of awning that is complementary to the rest of the façade

3.2.7 Lighting

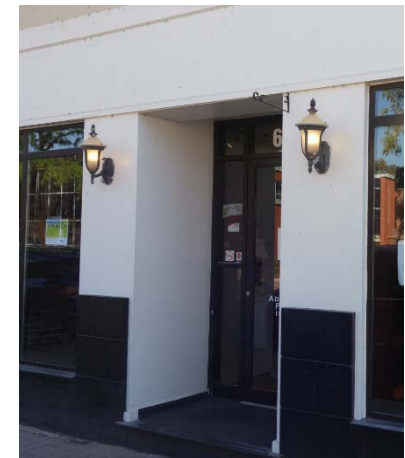
- Include exterior façade lighting on storefronts to encourage pedestrian activity and safety at all hours
- Use exterior mounted light fixtures which complement the rest of the façade such as goose neck lighting, sconces, or downlights
- Use exterior lighting fixtures to illuminate signage, such as goose neck lighting
- Shield light fixtures to minimize light pollution to residential areas, including from residential apartments located above the ground floor
- Illuminate recessed entrance ways and display areas at all hours



Awnings above the windows and doors



Goose neck lighting illuminating a sign



Sconce lighting around a door

3.3 Signs

Signs are one of the most important features on a façade. Signage offers a method of identifying a business and communicating what customers can expect to find, as well as assisting visitors with wayfinding and situating themselves within the town. Effective signage is an important part of the built environment and historical references of Amherstburg and should reinforce the historical sense of place and theme of the area.

All signs must be erected and maintained according to the regulations of the Town of Amherstburg Sign By-Law. The sign by-law includes policies restricting fascia (wall) signs, projecting signs, pylon signs, ground signs, and portable signs. Additional restrictions are placed on signs within the Heritage area, which includes the majority of the **Historic Core** District.

3.3.1 Fascia Signs

- Signs must be appropriately sized and placed in accordance with the Amherstburg Sign By-Law such that they do not dominate the façade or cover up important architectural details
- Signs should utilize individual raised lettering located within a defined sign band
- Fascia signs should be centered above the storefront or entrance to the business
- Signs should be illuminated by external lighting fixtures.
- Signs that utilize internal or back lighting are prohibited



Wall sign flat against the facade



Fascia sign using raised lettering on a sign board.



Consistent signage style between businesses

Downtown Amherstburg Urban Design Guidelines

- Signs should use materials consistent with the heritage character of Amherstburg, such as wood or metal, while plastic or neon signs should be avoided.

3.3.2 Projecting Signs

- Signs must be appropriately sized and placed in accordance with the Amherstburg Sign By-Law
- Locate projecting signs above entrance ways, or at the edge of the storefront
- Avoid large projecting signs that dominate the façade
- Projecting signs should be design and use materials that complement the traditional character of the area, including metal and wood.
- Signs should use colours, materials, and styles that complement the existing signage on the streetscape.

3.3.3 Pylon and Ground Signs

- The use of pylon and ground signs should be prohibited within the **Historic Core** District.
- The use of portable signs should be avoided in all four commercial districts, with the exception of sandwich board signs.
- Ground signs should utilize traditional materials that complement the surrounding character of the area such as brick or stone.
- Ground signs should be illuminated using external lighting



Projecting sign extending out from the façade



Pylon Sign



Sandwich Board Sign

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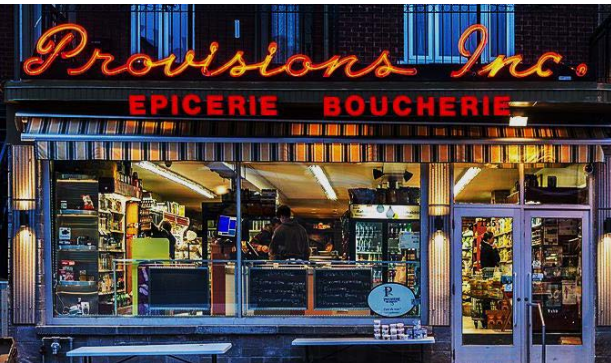
3.3.4 Prohibited Signage

In order to respect the traditional character of the Town of Amherstburg, and avoid the clustering of signage, the following types of signage should be prohibited within Downtown Amherstburg

- Roof signs
- Signage with removable lettering
- Third party signage
- Inflatable signs
- Obsolete signs
- Digital, electronic, neon or other internally illuminated signs except for small 'open' signs in business windows
- Movable signs, excluding sandwich board signs



Electric neon sign



Electric signage with backlit lettering



Portable sign with removable letters

3.4 Upper Storey Facades

Care should be given to the upper portions of facades to build upon the rhythm established by adjacent buildings, and to create a unified façade design.

3.4.1 Windows

- Conserve existing window styles and restore traditional window openings where possible
- For new development, ensure window openings are a consistent size, and continue the rhythm and spacing established by adjacent buildings multi-storey buildings
- Ensure replacement windows fill the entire opening and avoid filler materials to change the shape of the window
- Ensure window placement maintains the horizontal lines established by surrounding buildings and continues the existing rhythm established by adjacent buildings

3.4.2 Cornices and Architectural Details

- Architectural details should be maintained and restored
- Incorporate architectural details to frame the building and define the top and upper storeys (e.g. cornices), as well as the sides of the building (quoins)
- Incorporate architectural details to maintain the horizontal lines establish by façade features (e.g. window sills and lintels) and continue the rhythm or spacing (windows, columns, pilasters) of established by surrounding buildings
- Utilize up lighting where appropriate to illuminate façade features



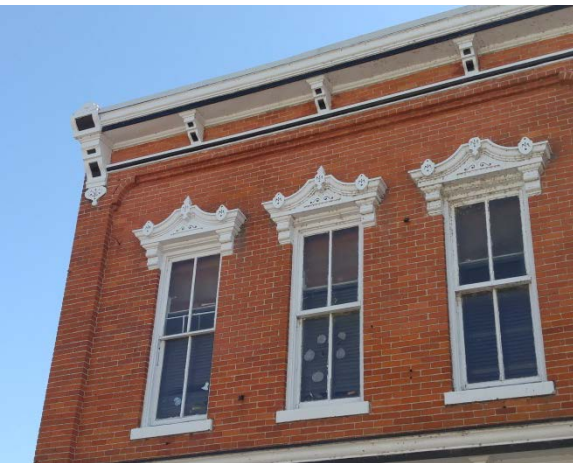
Existing windows with decorative lintel above and raised brick quoins along the building edges



Cornices at the top of the ground floor and pilasters dividing bays for each storefront



Where possible remove cladding, paint, or other coverings which hide the original brick façade material



Red brick façade with white and black wooden architectural details

3.5 Façade Materials

- For new developments utilize materials that compliment adjacent buildings and support a consistent theme and identity along the streetscape.
- Where appropriate, remove cladding to expose original façade materials and architectural details
- Restore traditional façade materials such as cleaning and repointing brick or painting cornices to maintain the traditional character of the building
- Utilize no more than two façade materials in one building
- Within the **Central Sandwich** and **Historic Core** Districts utilize materials that contribute to the historic character typified by red brick facades with wooden window frames, and cornices.
- Within the **Central Sandwich** and **Historic Core** Districts avoid materials that are not compatible with the traditional commercial character such as stucco, vinyl, and tinted glass.
- Ensure that building façades provide a variety of interest on all sides that are visible from streets and public walkways



Red brick, with blue-grey cornices and lintels



Red brick, cream lintels, and tan cornices and lights

3.6 Façade Colours

- Within the **North Sandwich, Central Sandwich** and **Historic Core** Districts utilize colours that contribute to the historic character of the area and compliments adjacent facades.
- Avoid the use of more than 3 individual colours on the façade
- Red brick facades have historically been commonly used in Amherstburg, and existing brick facades should be uncovered / restored, and new development should be to be complimentary to existing brick buildings.
- The following colours are often complimentary to red brick facades:
 - Blue-grey, Black & White, Cream & Sage, Brown & Tan



Dark red brick, with white accent stonework



Red brick, white base panel, and black window trim



Modern yellow brick façade with grey concrete accents



Modern red brick façade with yellow brick accents





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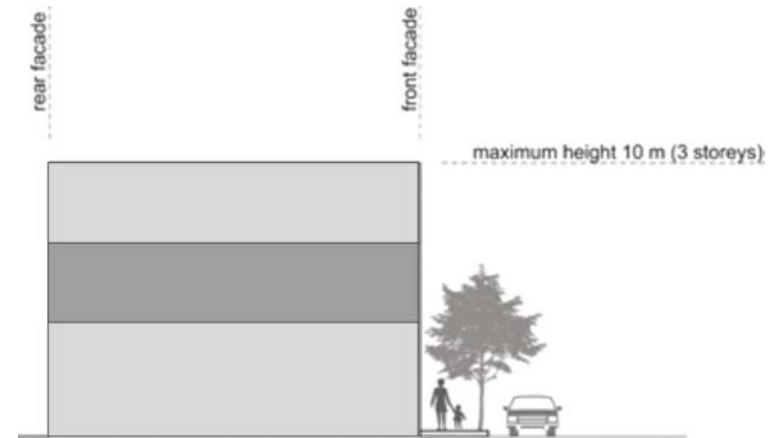
Building Guidelines

4.1 Building Location

- Commercial buildings should be oriented towards the street with entranceways and sidewalks to provide access for pedestrians
- Building setbacks are expected to generally follow those of adjacent properties to create a continuous street wall
- Where there is no established street wall, buildings should be located as close as possible to the street to create a more inviting pedestrian environment.
- Special Setbacks are prescribed in Section 3.23 of the Town of Amherstburg Zoning By-Law for various areas within the Urban Design Guidelines Boundary.
- Site buildings to ensure that adjacent properties are protected from potential nuisances from the new building and site.
- Corner buildings should be designed to have building entrances at the corner of the intersection.

4.2 Façade Articulation

- Wide buildings should incorporate vertical columns or other architectural details to divide the façade into bays that continue the rhythm established by adjacent buildings
- Windows, cornices and other features should be used to continue existing horizontal lines established by adjacent buildings



Setbacks should follow those of adjacent façades to create a continuous street wall for pedestrians



Windows and pillars create vertical divisions along the façade and cornices and windows divide up the height of the building



Inconsistent building heights



Example of potential infill and intensification development with consistent building heights.

4.3 Building Rhythm

To create an active and inviting streetfront façade, wide buildings should not force pedestrians to walk past large featureless areas to get from one store entrance to the next.

- Wide buildings should incorporate vertical columns or other architectural details to divide the façade into bays that continue the rhythm established by adjacent buildings
- Windows, doors, and columns should have a spacing or rhythm that is similar to the surrounding buildings, and is designed to make the façade engaging and interesting for pedestrians.
- Windows should be incorporated to allow pedestrians to see inside, or to see window displays
- Continue existing horizontal datum lines established by adjacent buildings
- In the **Historic Core** and **Central Sandwich** Districts, spaces between buildings should be minimized



4.4 Building Massing and Height

- Provide a smooth transition in height between new and existing buildings
- Ensure the massing and height of new buildings does not cause significant negative effects on adjacent buildings and pedestrian areas
- Break large wide buildings into a series of smaller components to create a pedestrian oriented streetwall
- Within the **Historic Core** and **Central Sandwich** Districts, new buildings should be a minimum of two storeys in height
- Provide additional design emphasis for buildings located at street intersections, gateways or terminating views along visual corridors
- Roof styles should be similar to those of surrounding buildings.



Consistent building massing and height, Stratford, ON



Example of a main street corridor, St Mary's, ON

4.5 Intensification

Opportunities should be explored to encourage appropriate intensification of vacant or underutilized commercial properties along within downtown Amherstburg.

Intensification should be encouraged on vacant lots, parking areas, and single storey buildings with no heritage significance at key intersections. By filling in vacant lots intensification can fill in gaps in the streetscape, and create an engaging and friendly pedestrian environment. This is especially important at key gateway corridors into the downtown and historic core, such as along Sandwich Street and Richmond Street.

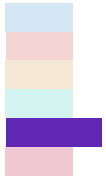


Vacant lot on Sandwich Street at Maple Ave.



5.0

Pedestrian Areas & Parking



Brick sidewalk



Paving stones on a pedestrian walkway

5.1 Pedestrian Areas

It is important to create vibrant and active spaces in and around the buildings in downtown Amherstburg to encourage pedestrian activity and create a sense of place. In addition to the design of buildings and façade, consideration must be given to the open spaces between buildings that also contribute to a pedestrian friendly environment. Pedestrian areas include sidewalks, parks, and other open spaces on public and private property that are primarily intended to be used by pedestrians.

5.1.1 Pedestrian Areas

- Pedestrian areas should be enhanced to ensure safe, continuous, and connected pedestrian movement on the site and to adjacent areas
- Ensure pedestrian spaces are barrier free, consistent with AODA guidelines
- Utilize landscaping or other features such as trees, light posts, benches, and trash receptacles to buffer pedestrian areas from street traffic
- Consider the utilization of accent paving to clearly differentiate pedestrian priority areas, and identify areas where pedestrians and vehicles may interact, such as at intersections and driveways.
- Repair and maintain pedestrian areas to ensure easy movement for pedestrians and barrier free accessibility

5.1.2 Street Furniture and Amenities

Street furnishings are important elements in creating an attractive and distinguished streetscape that is welcoming and inviting for pedestrians. The provision of benches, tables, trash receptacles and other amenities should be encouraged where appropriate and where accessible movement can be maintained.

- Utilize a consistent theme or style of lights, benches, trash receptacles, that complements heritage theme in Amherstburg
- Utilize street furniture to establish a buffer from vehicle traffic and enliven the edge of a public space

5.1.3 Pedestrian Plazas

Pedestrian plazas create spaces away from vehicle traffic to meet one another, eat, read, talk, watch a performance, or just sit and people watch. They can be transformed for different purposes at different times of the day, week, and year.

- Where appropriate incorporate pedestrian plazas to allow for outdoor events, seasonal patios, and other uses
- Provide street furniture and amenities such as benches, street lights, bicycle racks.
- Utilize raised beds and planters should be incorporate into the design of public spaces to provide additional seating areas and introduce flowers, greenery and vegetation.



Street furniture, including a bench and trash receptacle



Pedestrian Plaza



Accessible parking spaces



Low shrubs and landscaping to screen parking areas



Minimize the width of parking areas in side yards so as to avoid creating gaps in the streetwall

5. Pedestrian Areas & Parking

5.1.4 Accessibility

- Where possible reduce or eliminate steps, or other barriers into existing buildings including using temporary ramps to provide access into buildings with steps
- Where possible provide a 32" wide path of travel into buildings and pedestrian spaces within existing buildings
- Provide barrier free parking spaces consistent with the Zoning By-Law
- All development must be consistent with the AODA Standards

5.2 Parking

Shoppers need parking that is easy to find, and easy to use. Large, featureless parking areas, however, detract from the appearance and function of a site by limiting pedestrian movement and creating a sea of asphalt. It should be easy and safe for pedestrians to travel from their cars or the sidewalk to the business entrance.

5.2.1 On-Street Parking

- Where appropriate, on street parking should be provided between the sidewalk and traffic lanes to buffer pedestrian areas from vehicle traffic

5.2.2 Parking and Loading Areas

- In the **Historic Core, Central Sandwich** and **North Sandwich** Districts parking should be located in the rear or side yard
- Utilize landscaped islands, and raised or otherwise separated pedestrian walkways to allow for safe and convenient pedestrian movement
- Utilize accent paving to indicate areas where pedestrians are likely to interact with vehicles such as near business entrances and at intersections within parking areas
- Ensure parking areas are well lit, and that lights are screened from adjacent residential uses
- Screening materials may include low walls, fencing, and vegetation which does not create unsafe areas with low visibility from adjacent public spaces and buildings
- Locate loading and service areas away from the street frontages and visually screen such areas from public views and adjacent residential properties
- Locate waste storage areas inside buildings wherever possible. Where outside, ensure that waste disposal areas and containers are not visible from the street.
- Raised planters should be consistent with brick or stone and be at least 0.4m in height to promote informal seating along street frontages.
- Fences and walls should be created of high quality materials including brick and stone that are consistent with the image and character along the Sandwich corridor.
- Vegetation should be native, salt tolerant and a mixture of both coniferous and deciduous plantings.



Parking area with a pedestrian walkways and trees to provide shade



New development should avoid locating parking at the front of the lot with the building at the rear.



Wrought iron fencing and stone pillars to screen parking areas



Bike rack



Wall mural



Public Art Installation

5.3 Other Features

5.3.1 Cycling Amenities

- Provide cycling amenities including places to safely lock and store bicycles
- Ensure that sufficient space is provided between street parking and traffic lanes to maintain safe areas of movement for cyclists
- Bicycle storage areas should be well lit and visible from public places, and easy to access for cyclists

5.3.2 Public Art

Public Art can enliven a public space and create a visual focal point, introduce variety, and project an element of whimsy

- Where appropriate, consider the incorporation of public art installations at significant destinations
- Public art should complement Amherstburg's heritage character
- Support and encourage local artists in the creation of public art where appropriate
- Where appropriate incorporate interactive public art installations designed specifically for children that can be touched and played with
- Consider the use of murals which celebrate and complement Amherstburg's heritage to enhance underutilized facades at the side and rear of buildings

5.3.3 Trees and Vegetation

Trees create an inviting environment for pedestrians by providing shade, protecting from the rain, attracting birds, and adding colour to the streetscape. Street trees and shrubs also create a comfortable micro-climate condition for pedestrians and serve to reduce the heat island effect. Street trees in the commercial core are well established but require replacements to reduce gaps along Sandwich Street and in the downtown. The Town has taken some steps to inventory municipal trees. An urban forest management plan provides guidelines to address tree planting gaps and condition reports. The careful replacement of trees with appropriate species selection would be recommended by the Town's arborist. Future plantings should not impede pedestrian travel or servicing along the street edge. The Town has also experienced lifting of sidewalks due to root and trunk expansion over time and consideration needs to be undertaken in this regard.

- Utilize Carolinian tree varieties in open spaces around the site that are low maintenance to create shade for pedestrian and buffer pedestrian areas from street traffic
- Utilize native bushes and plants to enliven landscaping
- Use of planter boxes which can double as seating for pedestrians and as space for flowers, shrubs and trees.
- Plant trees in areas that do not impede vehicular sight triangles to promote pedestrian safety.
- Plant trees so that their growth and development will not create a situation where they cannot be maintained and may impede pedestrian travel or safety.

- Locate street trees so that they are not within 1.5m of a driveway access, 1.5m of a building or service box or transformer, or 4.5m from any light standard or hydro pole.
- Select street tree species for areas located below hydro wires that do not grow to heights greater than 6.0m in height.
- Incorporate electrical receptacles, where appropriate, at all new tree installations for seasonal lighting opportunities.



Trees and flower boxes in front of a façade



Planters being used to create a buffer from the street



6.0

Implementing the Guidelines

6.1 How to Use the Guidelines

The Downtown Amherstburg Urban Design Guidelines contained in this report are intended to be a resource to a variety of groups including developers, business owners, building owners and tenants, municipal staff, and local residents. The Guidelines are intended to assist developers and building owners in designing their applications and understanding what the municipality will be looking for when they review the drawings and applications. The Guidelines are also intended to assist Town staff with reviewing applications and creating a consistent design standard with which to review development applications.

The Town should monitor and review the implementation of the Guidelines and update these guidelines on a periodic basis.

6.2 Municipal Tools for Implementation

The Amherstburg Community Improvement Plan proposes Financial Incentives Programs for façade improvement, building renovation, and new infill development. Compliance with these guidelines will be required as part of an agreement to receive the loans and / or grants offered through these programs. In addition, the Guidelines will also be implemented through the review and approval of site plan applications. The Guidelines shall also be used as a basis to provide suggestions and comments to applicants for amendments under the Planning Act including Official Plan and Zoning By-Law Amendments.



6.3 Development Checklist

Project Name:

Project Address

Primary Contact: Name:

Phone:

Email:

Address:

Property Owner: Name:

(if different from Phone:

primary contact) Email:

Address:

Current Use (attach photo(s)):

Date Existing Building(s) were built:

Official Plan Designation:

Zoning By-Law Zone:

Proposed Use:

Project Description:

(proposed improvements, including

materials, colours, styles, height, etc)



Adjacent Uses when facing the property from the street (attach photo(s)):

Left

Existing Use:

Architectural Style:

Façade Colours:

Façade Materials:

Right

Existing Use:

Architectural Style:

Façade Colours:

Façade Materials:

Other

Existing Use:

Architectural Style:

Façade Colours:

Façade Materials:



| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|---|----------|--------------------|-----------------|----------------|----------|
| Ground floor Storefront | | | | | |
| Ground floor storefront has a top, middle, bottom | | | | | |
| Entryways and doors | | | | | |
| Conserves and restores existing doors and entranceways | | | | | |
| Utilizes large transparent glass windows in main commercial door | | | | | |
| Utilizes traditional materials such as wood or metal that compliments the rest of the facade | | | | | |
| Display windows | | | | | |
| Maintains and / or restores the traditional number, size, and shape of traditional window openings. | | | | | |
| Conserves and restores traditional frames, sills, and moldings | | | | | |
| Windows use transparent glass with no frosting, glazing, or other opaque materials | | | | | |
| Maximizes the height, and minimizes the number of window frames | | | | | |





| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|---|----------|--------------------|-----------------|----------------|----------|
| Transom windows | | | | | |
| Maintains and / or restores the traditional number, size, and shape of traditional transom windows. | | | | | |
| Base Panel | | | | | |
| Incorporates base panel under display windows | | | | | |
| Uses a high quality material such as stone, brick, wood, metal, | | | | | |
| Sign Band | | | | | |
| Sign band is located above transom windows and display windows, and does not cover architectural details like cornices | | | | | |
| Sign band is made of high quality material and is differentiated from the rest of the facade | | | | | |
| Sign band is sized appropriately for the façade, and does not dominate | | | | | |
| Awnings | | | | | |
| Awnings are located over windows and doors, and do not span the entire façade | | | | | |
| Awnings are coloured, shaped, and styled to compliment the rest of the façade, and support the heritage theme in the downtown | | | | | |

| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|---|----------|--------------------|-----------------|----------------|----------|
| Lettering is only located on the valance, and avoided on the top of the awning | | | | | |
| Lighting | | | | | |
| Façade includes exterior lighting fixtures which illuminate pedestrian areas | | | | | |
| Lighting is in the form of exterior mounted light fixtures such as goose neck lighting, sconces, or downlights. | | | | | |
| Recessed entrance ways and display windows are illuminated | | | | | |
| Lighting is shielded from residential areas | | | | | |
| Fascia / Wall Signs | | | | | |
| Signs is appropriately sized and placed in accordance with the Amherstburg Sign By-Law | | | | | |
| Fascia sign is centered above the commercial entrance, or storefront | | | | | |
| Signs utilizes individual raised lettering located within a defined sign band | | | | | |
| Sign is illuminated by external lighting fixtures. | | | | | |
| Signs use materials consistent with the heritage character of Amherstburg | | | | | |





| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|---|----------|--------------------|-----------------|----------------|----------|
| Projecting Signs | | | | | |
| Sign is appropriately sized and placed in accordance with the Amherstburg Sign By-Law | | | | | |
| Sign is located above entrance ways, or at the edge of the storefront | | | | | |
| Sign is designed and uses materials that complement the historical character and the existing signage in the surrounding area | | | | | |
| Pylon and Ground Signage | | | | | |
| No pylon or ground signs are proposed within the Historic Core district | | | | | |
| No portable signs are utilized, with the exception of sandwich board signs. | | | | | |
| Ground signs utilize traditional materials that complement the surrounding character of the area such as brick or stone. | | | | | |
| Ground signs are illuminated using external lighting fixtures | | | | | |
| Upper Storey Windows | | | | | |
| Existing or original window styles and openings are conserved and restored where possible | | | | | |
| For new development, window are a consistent size and spacing to continue the rhythm established by adjacent multi-storey buildings | | | | | |

| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|--|----------|--------------------|-----------------|----------------|----------|
| For new development, window placement maintains horizontal lines established by surrounding buildings. | | | | | |
| Cornices and Architectural Details | | | | | |
| Existing or original cornices and architectural details are conserved and restored | | | | | |
| Cornices and columns are used to frame the top and edges of the building | | | | | |
| Cornices and columns are used to divide large facades into bays and levels | | | | | |
| Façade Materials | | | | | |
| Original brick, stone façades are uncovered by remove cladding or paint to expose original façade materials and architectural details | | | | | |
| No more than two façade materials are used (excluding trim and cornices) | | | | | |
| New developments utilize materials that compliment adjacent buildings and support a consistent historic theme and identity along the streetscape | | | | | |





| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|---|----------|--------------------|-----------------|----------------|----------|
| Façade Colours | | | | | |
| Utilizes colours that contribute to and compliment the historic character of the area and compliments adjacent facades | | | | | |
| Uses a maximum of three colours | | | | | |
| Building Location | | | | | |
| Building is oriented towards the street with pedestrian entrances to the sidewalk | | | | | |
| Buildings are located as close as possible to the street, or at a setback consistent with adjacent properties | | | | | |
| Buildings on corner properties have entrances at the intersection | | | | | |
| Façade Articulation | | | | | |
| Wide buildings incorporate vertical columns to divide the façade into sections or bays consistent with the rhythm establish by adjacent buildings | | | | | |
| Windows, cornices and other features continue existing horizontal lines and spacing established by adjacent buildings | | | | | |

| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|---|----------|--------------------|-----------------|----------------|----------|
| Building Rhythm | | | | | |
| Bays, columns, windows, and doors are used to continue the rhythm or spacing established by adjacent buildings | | | | | |
| In the Historic Core and Central Sandwich districts, spaces between buildings are minimized | | | | | |
| Building Massing and Height | | | | | |
| Building heights are consistent with or provide a smooth transition between the heights of adjacent buildings | | | | | |
| Roof styles are complimentary to those in the surrounding area | | | | | |
| Building massing and height does not cause significant negative effects on the pedestrian environment or adjacent buildings | | | | | |
| Pedestrian Areas | | | | | |
| Pedestrian areas are barrier free and are consistent with AODA guidelines | | | | | |
| Pedestrian areas are designed to be continuous and connected to building entrances, and adjacent public spaces | | | | | |
| Pedestrian areas are buffered from vehicle traffic | | | | | |





| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|--|----------|--------------------|-----------------|----------------|----------|
| Areas where vehicle and pedestrians make interact are clearly identified | | | | | |
| Street Furniture | | | | | |
| A consistent style of street furniture including benches, lights, trash receptacles that compliments that used along the streetscape | | | | | |
| Parking, Loading, and Service Areas | | | | | |
| Parking is located at the rear, or along the side of buildings | | | | | |
| Landscaping, walkways, or other features allow for safe and convenient pedestrian movement through parking areas | | | | | |
| Parking, loading, and service areas are screened from the street using low walls, fencing, or vegetation | | | | | |
| Parking, Loading, and Service Areas | | | | | |
| Parking is located at the rear, or along the side of buildings | | | | | |
| Landscaping, walkways, or other features are used to allow for safe and convenient pedestrian movement through parking areas | | | | | |

| Guideline | Complies | Partially Complies | Does not Comply | Not Applicable | Comments |
|---|----------|--------------------|-----------------|----------------|----------|
| Cycling Amenities | | | | | |
| Cycling amenities including places to safely lock and store bicycles are provided which is well lit and visible from the street | | | | | |
| Public Art | | | | | |
| Public Art is at significant destinations that complements Amherstburg's heritage character | | | | | |
| Trees and Vegetation | | | | | |
| Carolinian trees and native bushes and plants are used in landscaping features | | | | | |
| Trees are located so as not to impede vehicle and pedestrian movement, | | | | | |
| Trees are located 1.5m away from driveways, buildings or service box, and 4.5m from a light standard or hydro pole | | | | | |



Photo Sources:

Electric neon sign (pg. 24)

Author: Vincent Desjardins (<https://www.flickr.com/photos/endymion120/>)

Source: <https://flic.kr/p/9ihxs9>

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Electric signage with backlight lettering (pg. 24)

Author: The Photographer

Source: https://commons.wikimedia.org/wiki/File:Provisions_Inc.jpg

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Portable sign with removable letters (pg. 24)

Author: Highsmith, Carol M., Library of Congress (<http://www.loc.gov/>)

Source: <https://picryl.com/media/not-a-lot-is-super-at-the-superette-in-the-tiny-settlement-of-detroit-in-red>

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Consistent building massing and height, Stratford, ON (pg. 31)

Author: Ken Lund (<https://www.flickr.com/photos/kenlund/>)

Source: <https://www.flickr.com/photos/kenlund/21218133983>

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Example of a main street corridor, St Mary's, ON (pg. 31)

Author: Ken Lund (<https://www.flickr.com/photos/kenlund/>)

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Parking area with a pedestrian walkways and trees to provide shade (pg. 37)

Author: Montgomery County Planning Commission (<https://www.flickr.com/photos/75012107@No5/>)

Source: <https://www.flickr.com/photos/75012107@No5/34964236371>

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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: Kevin Fox | Report Date: February 5, 2020 |
| Author's Phone: 519 736-0012 ext. 2272 | Date to Council: March 9, 2020 |
| Author's E-mail: kfox@amherstburg.ca | Resolution #: |

To: Mayor and Members of Town Council

Subject: Economic Development Advisory Committee Vacancy

1. **RECOMMENDATION:**

It is recommended that:

1. _____ **BE APPOINTED** to the Economic Development Advisory Committee as detailed in the report regarding Economic Development Advisory Committee Vacancy; **OR**
2. Administration **BE DIRECTED** to advertise for the vacancy as per the Boards and Committee's Appointment Policy

2. **BACKGROUND:**

On January 28, 2019, Council appointed four lay-persons and three Council representatives to the Economic Development Advisory Committee.

On January 21, 2020, Tom Crosson forwarded a letter of resignation to the Clerk effective immediately. Mr. Crosson advised that he would be moving out of the area and would no longer be able to participate in the activities of the Economic Development Advisory Committee.

3. **DISCUSSION:**

In accordance with section 8.3 of the "Boards and Committees Appointment Policy" which indicates, "Whenever possible, vacancies will be filled from the Short Listed Applicants for particular Boards and Committees," Administration has provided the short

list of applicants for the Economic Development Advisory Committee in a Private and Confidential memo for Council's consideration.

The term of the newly appointed member would be from March 9, 2020 until December of 2022 to coincide with that of Council.

4. RISK ANALYSIS:

There is a risk that a reduction in the composition of the Committee could limit the diversity of perspectives providing advice and recommendations to Council.

5. FINANCIAL MATTERS:

There are no financial implications associated with this report. If Council chooses not to appoint from the short list, there will be a cost of approximately \$100 for advertising a vacancy in the River Town Times. With the elimination of home delivery of the River Town Times, promotion and advertisement of vacancies may no longer reach the entire community. Administration will explore other opportunities for advertisement and advise in future reports of any additional costs.

6. CONSULTATIONS:

Giovanni (John) Miceli, Chief Administrative Officer
Paula Parker, Clerk

7. CONCLUSION:

Filling the vacancy will maintain the composition of four lay-persons on the Economic Development Advisory Committee as anticipated in the Terms of Reference established by Council.



Kevin Fox
Policy and Committee Coordinator

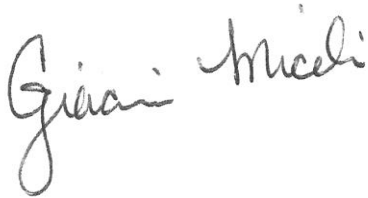
Report Approval Details

| | |
|----------------------|--|
| Document Title: | Economic Development Advisory Committee Vacancy.docx |
| Attachments: | - Committee Resignation - Tom Crosson_Redacted.pdf |
| Final Approval Date: | Feb 19, 2020 |

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



Cheryl Horrobin



John Miceli



Paula Parker



Subject: Amherstburg Economic Development Committee
Date: Tuesday, January 21, 2020 9:00:53 AM

Good morning Paula, I hope you are well.

As you may have heard already from Kevin, I am afraid I must resign my position from the Economic Development Committee with immediate effect. My wife and I are in the processing of planning a move back to Europe to be closer to family in the UK and as such I am unable to give the kind of time and dedication to the Committee that it requires and deserves.

I can truly say that it has been an honour to be both selected to participate as well as serve on the Economic Development Committee for Amherstburg. Amherstburg is probably the loveliest community my wife and I have ever lived in and if it weren't for the fact that our family is so far away we would have undoubtedly stayed here the rest of our lives.

Thank you again. I wish you, Kevin and the entire community of Amherstburg only great things in the future.

Cheers,

Tom Crosson



**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des Affaires
municipales et du
Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél.: 416 585-7000



MIN-234-2020-510

March 2, 2020

Your Worship
Mayor Aldo DiCarlo
Town of Amherstburg
adicarlo@amherstburg.ca

Dear Mayor DiCarlo,

Thank you for your municipality's submission to the Municipal Modernization Program and for your commitment to find smarter, more efficient ways to operate. I am pleased to advise that the Government of Ontario has approved funding of up to \$200,000.00 towards your project *Amherstburg Service Delivery Review* for the cost of an independent third-party reviewer to deliver a final report by September 18, 2020 (extended from June 30, 2020).

The Municipal Modernization Program is an important part of our government's plan to help municipalities lower costs and improve services for local residents and businesses over the long term. The review project being undertaken by your municipality is an important step toward achieving Ontario's goal of helping municipalities deliver efficient, effective, modern services that meet the evolving needs of our communities.

A transfer payment agreement is required to provide funding for the project. Ministry staff will be in touch with your staff shortly to finalize the transfer payment agreement and work through details of funding implementation. Should you have any questions, please feel free to contact your Municipal Services Office, or the ministry at municipal.programs@ontario.ca.

Congratulations on this funding approval. I extend my best wishes as we work together to modernize service delivery and focus spending on vital programs and services.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c. Giovanni Miceli, CAO, Town of Amherstburg
Taras Natyshak, MPP, Essex



**TOWN OF AMHERSTBURG
SENIORS ADVISORY COMMITTEE MEETING**

**Tuesday, February 4, 2020
5:00 PM**

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

MINUTES

PRESENT

Kathy DiBartolomeo, Chair
Pauline Gemmell, Vice-Chair
Councillor Marc Renaud
Frank DiPasquale
Kent Williams

Phil Roberts, Director of Parks, Facilities, Recreation and
Culture
Kevin Fox, Recording Secretary

ABSENT

Karen Gyorgy (Regrets)
Jack Edwards (Regrets)
Heather Vandenharn (Regrets)

1.0 CALL TO ORDER

The Secretary called the meeting to order at 5:03 p.m.

2.0 CALL FOR NOMINATIONS

2.1 Nomination of Chair

Moved By F. DiPasquale
Seconded By P. Gemmel

That Kathy DiBartolomeo BE APPOINTED Chair of the Seniors Advisory Committee.

The Chair put the Motion.

Motion Carried

2.2 Nomination of Vice-Chair

Moved By F. DiPasquale
Seconded By K. Williams

That Pauline Gemmell BE APPOINTED Vice-Chair of the Seniors Advisory Committee.

The Chair put the Motion.

Motion Carried

3.0 DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

4.0 ADOPTION OF PUBLISHED AGENDA

Moved By F. DiPasquale
Seconded By Councillor Renaud

That the agenda BE ADOPTED as presented.

The Chair put the Motion.

Motion Carried

5.0 ADOPTION OF MINUTES OF PREVIOUS MEETING

Moved By Councillor Renaud
Seconded By K. Williams

That the Seniors Advisory Committee minutes of December 3, 2019 BE ADOPTED as presented.

The Chair put the Motion.

Motion Carried

6.0 DELEGATIONS

6.1 Amherstburg Fort Malden Horticultural Society – Linda Jackson, President

7.0 ORDER OF BUSINESS

7.1 Seniors Advisory Committee 2020 Meeting Schedule

Moved By Councillor Renaud
Seconded By F. DiPasquale

That the Seniors Advisory Committee MEET on the following dates in 2020:

- **May 12, 2020 at 5:00 p.m. in Council Chambers**
- **August 11, 2020 at 5:00 p.m. in Council Chambers**
- **December 8, 2020 at 5:00 p.m. in Council Chambers**

The Chair put the Motion.

Motion Carried

7.2 Libro Secondary Plan – Phil Roberts, Director of Parks, Facilities, Recreation and Culture

Moved By Councillor Renaud
Seconded By K. Williams

That the item 7.2, discussion of the Libro Secondary Plan, BE DEFERRED to the next meeting of the Seniors Advisory Committee.

The Chair put the Motion.

Motion Carried

7.3 Seniors Activities in Amherstburg – Phil Roberts, Director of Parks, Facilities, Recreation and Culture

Moved By F. DiPasquale
Seconded By P. Gemmell

That the item 7.3, discussion of Seniors Activities in Amherstburg, BE DEFERRED to the next meeting of the Seniors Advisory Committee.

The Chair put the Motion.

Motion Carried

8.0 UNFINISHED BUSINESS

8.1 Seniors Expo

Chair DiBartolomeo wished to share information with the Committee that the Seniors Expo will be June 4th, 2020 from 10:00 a.m. – 4:00 p.m. at the Libro Centre.

9.0 NEW BUSINESS

9.1 Access to Affordable Recreation Programming – Frank DiPasquale

Member DiPasquale requested that administration include a discussion of access to affordable recreation programming at the next meeting.

9.2 Seniors Drop-In Centre – Phil Roberts, Director of Parks, Facilities, Recreation and Culture

The Director of Parks, Facilities, Recreation and Culture discussed the concept of a Seniors Drop-In Centre at the former St. Bernard's school. The Director invited members of the Seniors Advisory Committee to tour the space in advance of the next meeting.

9.3 Seniors Advisory Committee 2020 Meeting Schedule

Moved By F. DiPasquale
Seconded By P. Gemmell

That the Seniors Advisory Committee RECONSIDER the previous motion to approve the Seniors Advisory Committee 2020 Meeting Schedule.

The Chair put the Motion.

Motion Carried

Moved By F. DiPasquale
Seconded By K. Williams

That the Seniors Advisory Committee STRIKE AND INSERT the May 12th meeting location from the Council Chambers to the Essex County Nurse Practitioners Led Clinic Board Room and move the remainder of the schedule as follows:

- **May 12, 2020 at 5:00 p.m. in the Board Room at 320 Richmond Street.**
- **August 11, 2020 at 5:00 p.m. in Council Chambers.**
- **December 8, 2020 at 5:00 p.m. in Council Chambers.**

The Chair put the Motion.

Motion Carried

10.0 NEXT MEETING

The next meeting is May 12, 2020 at 5:00 p.m. in the Board Room of 320 Richmond Street.

11.0 ADJOURNMENT

Moved By Councillor Renaud

Seconded By K. Williams

That the meeting adjourn at 6:49 p.m.

The Chair put the Motion.

Motion Carried

Committee Chair
Kathy DiBartolomeo

Committee Coordinator
Kevin Fox

DRAFT



**TOWN OF AMHERSTBURG
DRAINAGE BOARD
Thursday, February 6, 2020
6:00 PM**

Libro Centre, 3295 Meloche Road, Amherstburg

MINUTES

PRESENT

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

ABSENT

Bob Bezaire, Chair
Kevin Fox, Policy and Committee Coordinator

CALL TO ORDER

Allan Major called the meeting to order at 6:02 p.m.

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were none.

3. MINUTES OF PREVIOUS MEETING

Bob Pillon moved, Anthony Campigotto seconded;

That:

The minutes of the previous meeting BE ADOPTED:

1. Drainage Board Meeting Minutes – January 16, 2020

Motion Carried

4. CONSIDERATION OF FINAL DRAINAGE REPORT

4.1 Cornwall Drain – New Maintenance Schedule of Assessment

Tony Peralta, P. Eng from N.J. Peralta Engineering Ltd. provided an overview of his report for the Cornwall Drain dated November 11, 2019 under Section 76 of the Drainage Act. Mr. Peralta explained that a new maintenance schedule of assessment was needed to address changes to the watershed limits, property structures, and land use changes. In particular, Mr. Peralta highlighted the development of the Golfview Subdivision. Mr. Peralta added that the purpose of the report was to fairly allocate costs for any future maintenance on the Cornwall Drain. Mr. Peralta noted that the most current report was completed in 1986 by N.J. Peralta Engineering Ltd.

Mr. Peralta explained that during his investigations it was discovered that when the Golfview subdivision was developed, water was cut off from draining into the Bondy Drain. Mr. Peralta further added that the run-off from those lands have now been redirected to drain to the Cornwall Drain. Mr. Peralta stated that he also found through his investigations that there were no provisions in the current 1986 engineer's report for future maintenance with regards to new access bridges; however, this has been addressed within the new maintenance schedule of assessment included within his report.

Mr. Peralta stated that there are a number of pedestrian footbridges that were not included as part of the 1986 engineer's report. He added that since the existing footbridges currently do not hinder or alter the flow of the Cornwall Drain, they were not included in his current report. Mr. Peralta noted that a provision was provided in his report that addresses potential issues in the future relating to the

pedestrian footbridges. This will provide the Town with the tools and authority to deal with the bridges should the need arise.

Mr. Peralta explained to the Board Members and landowners his assessment rationale, special provisions in his report, and also noted there were no grants available from OMAFRA for the completion of the maintenance report. Mr. Peralta further added that grants are available through OMAFRA to agricultural lands when maintenance is completed on the drain.

Mr. Peralta advised that the new maintenance schedule is based on a monetary value of \$30,000.

Board Vice Chair Allan Major asked if anyone in the audience would like to speak.

The Board heard from:

- **Bob Damm – 1015 Front Road North**

Mr. Damm asked if the landowners would be provided a cost of the maintenance work before work is completed on the drain.

Mr. Peralta advised that as of now, the landowners would only be assessed for the engineering costs associated with the preparation of the maintenance report. Once maintenance has been completed on the drain, then the landowners would be assessed for the associated costs according to the updated maintenance schedule of assessment.

Mr. Damm inquired about the availability of grants for farmers, and questioned if he planted part of his property in grain, would he be eligible for a grant from OMAFRA.

Mr. Peralta advised that OMAFRA has stipulations for properties in order to be eligible for a grant. Mr. Peralta noted that some of those stipulations include property size, the generation of agricultural income and profit on the property, and the property/landowner has to be part of a farm organization.

- **Carolyn Bisnett – 1165 Front Road North**

Ms. Bisnett informed the Board that she has never had an issue with water on her property, and questioned why she is paying for the drain.

Mr. Peralta explained that the watershed plan shows that the back half of Ms. Bisnett's property drains into the Cornwall Drain. Mr. Peralta added that Ms. Bisnett's assessment would be \$4.00 of a \$30,000.00 maintenance project.

Ms. Bisnett advised that she had recently paid for drain work and it was more than \$4.00.

Shane McVitty indicated that the Langlois Drain travels through the eastern limits of Ms. Bisnett's property. He added that the Langlois Drain was maintained recently and that she was assessed her share of the cost of that work according to the Langlois Drain schedule of assessment. Given that the Langlois Drain discharges into the Cornwall Drain, her property is within the watersheds of both drains.

Ms. Bisnett questioned if there were issues with the Cornwall Drain.

Mr. McVitty advised that the Town maintains its drains upon request from an affected landowner. Mr. McVitty stated that the Town has received a maintenance request on the Cornwall Drain by an affected landowner. Mr. McVitty explained that the reason for the new maintenance schedule on the Cornwall Drain is so that the Town can fairly assess the cost of the maintenance work once it is completed.

- **Roger Webber – 251 Golfview Drive**

Mr. Webber informed the Board that the rear of his property faces the three ponds behind Golfview Drive. Mr. Webber asked what the cost would be for the preparation of the Cornwall Drain report, and questioned his share of those costs.

Mr. Peralta advised that the preparation of the new maintenance schedule of assessment report was approximately \$11,000.00. Mr. Peralta noted that Golfview subdivision is assessed in the report as a block assessment, and within that block there are 263 properties. Mr. Peralta estimated that based on a \$30,000 estimate the assessment for those properties in the block would be approximately \$18.00 per property.

Mr. Webber expressed concern that the Golfview Subdivision landowners are the most vulnerable to the costs for works on the Cornwall Drain.

Mr. Peralta noted that the landowners in the Golfview Subdivision are not the ones paying the most on the Cornwall Drain. Mr. Peralta advised that the larger costs are assessed to the agricultural properties as the assessments are based on land area and usage.

Mr. McVitty advised that currently, the only costs on the Cornwall Drain to date are the engineering costs that the Municipality has had to spend for the preparation of the Mr. Peralta's report. Mr. McVitty that indicated he has recently inspected the drain, and advised that the drain needs some maintenance. Mr. McVitty noted that the landowners in the Golfview Subdivision would not necessarily notice a difference when the maintenance is completed on the Cornwall Drain, as the storm water from the subdivision goes into the storm water management pond prior to draining into the Cornwall Drain.

A general discussion took place regarding the Town sewage lagoons, and storm water management ponds within subdivisions.

Mr. Webber asked when the sewage lagoons behind his home will be emptied now that the forcemain upgrades have been completed on Front Road North.

Mr. McVitty advised that the lagoons will be decommissioned; however he did not know the timeframe of when this would take place. Mr. McVitty encouraged the landowners to contact Public Works if they would like further information.

- **Larry Amlin – 531 Golfview Drive**

Mr. Amlin inquired about the funding of storm sewer maintenance.

Mr. McVitty advised that any maintenance or general repairs to storm sewers within a Town subdivision is funded through the general tax base.

Mr. Amlin asked if storm ponds are the same as the lagoons.

Mr. McVitty explained that a storm water management pond requires an outlet, and often that outlet is a municipal drain. He added that storm water management facilities are designed to hold run-off water from within a subdivision and then slowly release the water at the same rate as the previous land use prior to the development.

Mr. Amlin questioned why the storm water from the subdivision does not go directly to the Detroit River, and what would happen if the subdivision were to expand.

Mr. McVitty explained that the water collected in storm water management ponds are released in a suitable way that prevents injury or inundation of the receiving watercourse. Mr. McVitty advised that engineering is completed to ensure the outlets are suitably protected.

Mr. Amlin asked for the reason behind the subdivision being included in the assessments in the report.

Mr. McVitty explained that the water from the Golfview pond is released into the Cornwall Drain and therefore, the properties and roadways within the subdivision are making use of the drain to convey its water to the Detroit River. Mr. McVitty stated that there are very few subdivisions that do not drain into a Municipal Drain, and added that many subdivisions do not have direct access to a body of water such as the Detroit River or Lake Erie.

Mr. Peralta advised that the water needs to go through the Municipal Drain in order to not impact homes on County Road 10 and Front Road North.

Vice Chair Allan Major advised landowners that farm lands have a higher capability to absorb rain-water, while hard surfaces such as pavement, sidewalks and driveways, create higher volumes of run-off. Due to this increase in run-off, new developments are required to implement storm water management.

- **Val Gagnon – 1011 Front Road North**

Mr. Gagnon asked about the extent of the cleaning of the Cornwall Drain, and if the landowners would be assessed if there was no cleaning near their property.

Mr. McVitty indicated that during his inspection of the drain he noticed deadfall and underbrush within the drain, small blockages, and a couple of blocked culverts. Closer to the top end of the drain, the drain will require more extensive brushing and bottom cleaning. Mr. McVitty advised that the drain would not be altered in any way, and added that the majority of the work near the bottom of the drain near County Road 10 would involve cleaning up and tidying with small machinery.

Mr. Peralta added that only those properties upstream of the maintenance work would be assessed their share of the associated costs.

- **Vladimir Stojkovic – 1007 Front Road North**

Mr. Stojkovic advised the Board that at the back of his property, there is a Town owned piece of property adjacent to his land that he maintains. Mr. Stojkovic asked if the Town would be responsible to pay for their portion of the property.

Mr. Peralta advised that the Town would be responsible for the assessments to all Town owned properties.

Mr. McVitty explained to Mr. Stojkovic, that his property is located within the section of the drain that requires the removal of dead fall and underbrush.

- **Beverly Gagnon – 1011 Front Road North**

Ms. Gagnon asked if the assessments in the report are based on the frontage width of the landowner's property.

Mr. Peralta explained that the assessments for each property are calculated based on area and land use.

- **Tim Burston – 233 Golfview**

Mr. Burston asked if the maintenance on the drain includes maintenance on the pond behind Golfview Drive. Mr. Burston further inquired if the Town had any plans to deal with the phragmities in the pond. Mr. Burston added that in other areas of the province there are solutions to remove the phragmities.

Mr. McVitty advised that the proposed maintenance on the Cornwall Drain is only for the drain itself. Mr. McVitty explained that the storm water management ponds are often a place where phragmities are found and as of yet the Town has not been doing much to remove them from their ponds. Mr. McVitty added that the Town has been dealing with phragmities within roadside ditches and drains through its spraying and

cutting program. Mr. McVitty further stated that larger areas near Big Creek and River Canard are difficult to manage.

Vice Chair Allan Major asked if there were any further questions from the landowners.

Mr. Peralta advised landowners that if they wished to discuss their assessments further he would be happy to do so after the meeting.

Vice Chair Allan Major asked if any of the Board members had any questions.

Board Member Bob Pillon requested clarification on the second page of the schedule of assessment regarding two of the properties. Mr. Pillon pointed out that, of these two parcels, the smaller lot was assessed a higher cost than the larger lot.

Mr. Peralta advised that the larger property Mr. Pillon is referring to has more green space than the smaller property. He added that the smaller property, which has a large house, concrete driveway and sidewalk, has a higher percentage of impervious surfaces. Mr. Peralta added that the size of buildings on properties, amount of pavement, and land use are all considered when calculating the estimated run-off and assessments.

Bob Pillon moved, Anthony Campigotto seconded;

That:

1. **The engineer's report, prepared by N.J. Peralta Engineering Ltd. on November 11, 2019 for a New Maintenance Schedule of Assessment for the Cornwall Drain BE RECEIVED;**
2. **The engineer's report for a New Maintenance Schedule of Assessment for the Cornwall Drain, BE CONSIDERED;**
3. **The PROVISIONAL ADOPTION of By-law 2020-015 of the engineer's report for a New Maintenance Schedule of Assessment for the Cornwall Drain BE BROUGHT to the next Regular Council meeting for Council's consideration; and,**
4. **Administration BE DIRECTED to schedule the Court of Revision for a New Maintenance Schedule of Assessment for the Cornwall Drain.**

Motion Carried

5. NEXT MEETING DATE

Tuesday, March 3, 2020 @ 6:00 p.m.

8. ADJOURNMENT

Anthony Campigotto moved, Brad Laramie seconded;

That:

The meeting of the Drainage Board be ADJOURNED;

Motion Carried

The meeting adjourned at 6:52 p.m.

Vice Chair – Allan Major

Staff Liaison – Shane McVitty

DRAFT

DRAINAGE REPORT

**NEW MAINTENANCE SCHEDULE OF ASSESSMENT
FOR THE CORNWALL DRAIN**

TOWN OF AMHERSTBURG

N. J. Peralta Engineering Ltd.

Consulting Engineers

45 Division St. N., Kingsville, Ontario N9Y1E1

Tel. (519) 733-6587

Project No. D-17-095

November 11th, 2019

N. J. Peralta Engineering Ltd.

Consulting Engineers

New Maintenance Schedule of Assessment for the Cornwall Drain

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APPENDICES

APPENDIX "A" - Schedule Of Assesment For
Future Access Bridge Structure Maintenance

APPENDIX "B" - Watershed Plan for the Cornwall Drain

N. J. Peralta Engineering Ltd.

Consulting Engineers

November 11th, 2019

Mayor and Municipal Council
Corporation of the Town of Amherstburg
512 Sandwich Street South
Amherstburg, Ontario
N9V 3R2

Mayor DiCarlo and Members of Council:

**SUBJECT: NEW MAINTENANCE SCHEDULE OF ASSESSMENT
FOR THE CORNWALL DRAIN
Town of Amherstburg, County of Essex
Project No. D-17-095**

I. INTRODUCTION

In accordance with your instructions received by email dated August 29th, 2017, from the Drainage Superintendent and Engineering Coordinator, Shane McVitty, P.Eng., we have undertaken a review of the existing drainage works and the drainage area served by the Cornwall Drain. This investigation was initiated by a resolution passed by Council appointing our firm to prepare an Engineer's Report for the variation of the assessments on the Cornwall Drain, so that the cost of any future maintenance works to the Cornwall Drain may be fairly assessed. These investigations, our instruction, and this assessment report are all in accordance with Section 76 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

II. BACKGROUND AND DRAINAGE HISTORY

The Cornwall Drain is generally an open Municipal Drain which provides drainage to the lands and roads located within the Town of Amherstburg. The Cornwall Drain commences from its upper end, at Station 0+000.0, located at the west limit of the 2nd Concession North Road and continues downstream in a westerly direction between Lots 25 and 26, Concession 1, where it crosses the Essex Terminal Railway. From this point, the drain meanders in a southwesterly direction through various agricultural and residential lands towards the intersection of County Road 10 (Middle Sideroad) and County Road 20 (Front Road). Prior to reaching this intersection, the open-drain transitions to a covered drainage system along the north limit of County Road 10 (Middle Sideroad) at Station 3+100.7. Continuing along the north side of County Road 10 (Middle Sideroad), the covered drain extends across County Road 20 (Front Road), to the west limit of County Road 20 (Front Road). From this point, the

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drain returns to an open-drain configuration, where it terminates in the Detroit River at Station 3+198.5. The watershed of the Cornwall Drain is irregular shaped and provides for a sufficient outlet for various tributary drains. The topography of the associated lands are relatively mild and the natural land gradient appears to be in a southwesterly direction. The Cornwall Drain provides a drainage outlet primarily for residential lands, together with some agricultural lands. This Municipal Drain is predominantly located within the Perth and Brookston Clay soil types. As a result, these soils require effective artificial drainage to be productive for farming purposes.

A review of the Town of Amherstburg drainage records indicates that the Cornwall Drain is an existing open Municipal Drain that has been repaired and improved on numerous occasions through the auspicious of the Drainage Act.

From our review, we have found several Engineer's Reports prepared through the provisions of the Drainage Act for the Cornwall Drain. However, we have outlined the following relevant Engineer's Reports that we utilized as reference for carrying out this project:

- a) **May 10th, 1968** Engineer's Report for the "Lower Portion of the Cornwall Drain", prepared by C.G.R. Armstrong, P.Eng., was carried out under the Township of Anderdon By-Law No. 1858. The works conducted under this report generally provided for the repair and improvements from its outlet into the Detroit River to a point northeast of where the Langlois Drain enters the Cornwall Drain.

This report serves as the last major work of repair and improvement to the outlet portion of the Cornwall Drain, west of the County Road 20 (Front Road) crossing and into the Detroit River.

- b) **July 31st, 1979** Engineer's Report on the "Covering of a Portion of the Cornwall Drain", prepared by D.A. Averill, P.Eng., was carried out under the Township of Anderdon By-Law No. 2240. The works conducted under this report generally provided for enclosing a portion of the open-drain within the private lands of Parcel 460-02300. This structure has further been identified herein as **Enclosure ⑧**.

- c) **September 25th, 1979** Engineer's Report on the "Relocation and Improvement of Part of the Cornwall Drain", prepared by E.O. LaFontaine, P.Eng., was carried out under the Township of Anderdon By-Law No. 2252. The works conducted under this report generally provided for relocation of the downstream portion of the open-drain onto private lands along County Road 10 (Middle Sideroad). This section of the open-drain was replaced with a covered drain and connected to the existing road crossing culvert across

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County Road 20 (Front Road), creating a drain enclosure. This structure has further been identified herein as **Enclosure ①**.

- d) **October 24th, 1986** Engineer's Report for the "Cornwall Drain", prepared by N.J. Peralta, P.Eng., was carried out under the Township of Anderdon By-Law No. 2616. The works conducted under this report generally provided for the repair and improvements throughout the entire length of the open portion of the Cornwall Drain, with the exception of the extremely downstream section of drain along County Road 10 (Middle Sideroad) to its outlet into the Detroit River. These improvements included drain excavation, brushing and grubbing, general drain bank protection, together with the replacement and/or improvements to several access bridges within this drain.

This report serves as the last major work of repair and improvement to the open-drain portion of the Cornwall Drain for its full length. Therefore, this report serves as the governing By-Law for the open-drain portion of this Municipal Drain. This report also identified and/or addresses various access bridge structures within this drain.

From our detailed research of the above-listed Engineer's Reports we have determined that generally speaking, the 1968 and 1986 Engineer's Reports serves as the current governing By-Law for the full extents of this Municipal Drain, from its outlet into the Detroit River to its top-end at 2nd Concession North Road. Collectively, these Engineer's Reports govern the design provisions for any future maintenance works on this open channel. Currently, the costs for such maintenance works are to be assessed against the lands and roads outlined within these reports. Further to our review, we find that the vast majority of the structures within the Cornwall Drain were constructed and/or identified within the above-mentioned By-Laws. Therefore, those structures identified would be considered legal entities with respect to this Municipal Drain. As a result, these identified structures are currently eligible to have the costs for their replacement and/or improvements shared with the lands and roads within the drains watershed contributing their runoff into the drain, upstream of said structures.

III. PURPOSE OF REPORT

The Town of Amherstburg is proposing to undertake maintenance works on the Cornwall Drain. The intended maintenance works consists of cutting brush and trees along the side slopes of the drain banks, together with the removal of accumulated sediment along the for the entire length of the Cornwall Drain, or as needed to provide a sufficient outlet.

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Since the 1986 Engineer's Report and By-Law, various changes have taken place within the drainage area and around the watershed boundaries. In general, many properties have been subdivided and/or merged, drainage patterns have been altered, land uses have changed and a new tributary drain has been constructed. All of the above changes are not properly reflected by the Schedule of Assessment contained within this governing By-Law and it is necessary to prepare a new Maintenance Schedule of Assessment to properly account for all of the lands and roads affected by the entire length of the Cornwall Drain.

IV. ON-SITE MEETING

With the intention of performing maintenance on the Cornwall Drain, along with the need for a new Maintenance Schedule of Assessment to distribute costs for this work, it was determined that an On-Site Meeting would be conducted to address both matters at the same time.

After reviewing all the drainage information and documentation provided by the Town of Amherstburg, we arranged with Town Staff to notify all affected landowners within the Cornwall Drain watershed of an On-Site Meeting to be held on October 19th, 2017. The On-Site Meeting was attended by the following people:

Jeff Corbett (landowner - 404 Old Colony Trail)
Serena & Darren Nillman (landowners - 1312 2nd Concession North)
Mike & Sue Racine (landowners - 1284 2nd Concession North)
Mike Ethier (landowner - 997 Front Road North)
Bill Farmer (landowner - 508 Golfview Drive)
Maurice Pietracupa (landowner - 526 Golfview Drive)
Paul Laframboise (landowner - 520 Golfview Drive)
Matt Stoyanovich (landowner - 1352 2nd Concession North)
Janice Meloche (landowner - 271 Golfview Drive)
Betty Bondy (landowner - 528 Golfview Drive)
Pat Laframboise (landowner - 520 Golfview Drive)
Gay Heney (landowner - 506 Golfview Drive)
Ron Drouillard (landowner - 510 Golfview Drive)
Ron Burns (landowner - 502 Golfview Drive)
Tim & Mary Brown (landowners - 1147 Front Road North)
Terry Henderson (landowner - 253 Golfview Drive)
Gary & Val Williamson (landowners - 16 Middle Sideroad)
Ilie & Doina Pirvulescu (landowners - 147 Thrasher Drive)
Greg Ouellette (landowner - 1019 Front Road North)
Val Gagnon (landowner - 1011 Front Road North)
Vladimir Stojkovic (landowner - 1009 Front Road North)
Colleen Hellyer (landowner - 525 Golfview Drive)
Joyce Brook (landowner - 505 Golfview Drive)
Don Epp & Eve Sigfrid (landowners - 268 Golfview Drive)
Craig Nosello (landowner - 1330 2nd Concession North)
John Luelo (landowner - 507 Golfview Drive)
Irene Musyj (landowner - 518 Golfview Drive)
Don Dorey (landowner - 1330 2nd Concession North)

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Amedeo & Sara Falconio (landowners - 350 Forrest Hill Court)
Larry Amlin (landowner - 531 Golfview Drive)
Mike Smith (landowner - 303 Golfview Drive)
Barry Brush (landowner - 516 Golfview Drive)
Bill Sutton (landowner - Golfview Drive)
Steve Marks (landowner - 484 Old Colony Trail)
Dan Laporte (landowner - 483 Old Colony Trail)
Jack & Elaine Richardson (landowners - 153 Park Lane Circle)
Thelma Serviss (landowner - 202 Golfview Drive)
Sheila Swinton (landowner - 256 Golfview Drive)
Julius & Marie Stanczak (landowners - 509 Golfview Drive)
Mark Fishleigh (County of Essex)
Shane McVitty, P.Eng. (Amherstburg Drainage Superintendent)
Nicole Humber (Amherstburg Drainage Clerk)
AnneMarie Moniz (N.J. Peralta Engineering Ltd.)
Russell Leclair, EIT (N.J. Peralta Engineering Ltd.)
Tony Peralta, P.Eng. (N.J. Peralta Engineering Ltd.)

Mr. McVitty provided introductions and generally advised that the Town of Amherstburg is proposing to undertake maintenance works on the Cornwall Drain, based on the request of the affected landowners. Upon review of the governing By-Law for this drain, the Municipality has found that the governing Schedule of Assessment was insufficient for the purposes of assessing the costs of any future maintenance work within the Cornwall Drain.

Mr. Peralta provided additional information that pertain to the status of this Municipal Drain. It was further explained that the latest governing By-Law for the open-drain portion of the Cornwall Drain was prepared in 1986 by N.J. Peralta, P.Eng. Since this report, there have been significant changes to the overall watershed limit and the use of land within this watershed. However, this report provides an adequate drain profile and working corridor provisions for the Town of Amherstburg to conduct maintenance on the Cornwall Drain.

As a result of the above information, the Municipality had initiated the preparation of the Engineer's Report for the reassessment of costs for the Cornwall Drain, through Section 76 of the Drainage Act.

The landowners were further advised that the maintenance works would likely be conducted following the approval and adopted under Municipal By-Law of the new Maintenance Schedule of Assessment.

The landowners were further advised that the scope of this report will focus solely on the reassessment of costs for the Cornwall Drain and will not make recommendations to include any physical improvements to the drain. It was emphasized that no improvements will be recommended under this report unless there is a change in scope through instruction from the Municipality.

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It was also noted that the costs related to the preparation of the Maintenance Report and said engineering fees are likely to be assessed to all landowners within the drain's watershed that utilize and benefit from the Cornwall Drain. The proportion of costs shall be distributed based on the new Maintenance Schedule of Assessment prepared under this report. The landowners were further advised that work prepared under the new Maintenance Schedule Report would not be eligible for grants through the policies set by the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.). However, the actual costs associated to the maintenance works are likely eligible for such grant for those properties that meet the requirements.

The landowners were further advised of the Drainage Act processes with respect to the Report submission. The Municipality will further circulate the report to the affected landowners, with a notice of the Consideration Meeting, followed by the Court of Revision.

The landowners present had made inquiries regarding the maintenance process and extents of the potential works. They further requested clarification on potential assessments and general assessment rationale.

At the conclusion of the meeting, the landowners were advised that, as part of the Engineer's review of the watershed, individual property Owners may be contacted to review the drainage patterns of their lands, in order for the Engineer to accurately assess the affected lands within the watershed.

V. FINDINGS AND SUBSEQUENT INSTRUCTIONS

In order to establish the watershed areas for the Cornwall Drain, we reviewed and investigated all of the latest Engineer's Reports on this drain, its tributary branches and all neighbouring drains in its vicinity. As such, we reviewed the latest Engineer's Report for the Langlois Drain, Golfview Drain, Higgs Drain, Rosario Bezaire Drain, Ouellette Drain West, Ouellette Drain East, Bondy Drain, 2nd Concession Road Drain North, and the Wilfred Bondy Drain. Also, as part of our investigations, we visited the various sites to investigate the drainage of the lands in question and confirm their involvement within the Cornwall Drain, where necessary. From this review, adjustments to the Cornwall Drain watershed were made and incorporated within the attached Maintenance Schedule of Assessment. Therefore, we recommend that the Town of Amherstburg add copies of this Report to all said drainage folders, for reference when future drainage reports are prepared on said drains, so that changes caused by this new Maintenance Schedule of Assessment can be accounted for in those reports.

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Through these investigations, we find that additional lands, that were formerly assessed to the Bondy Drain, has been redirected to the Cornwall Drain through the creation of the Golfview Drain. With the implementation of the Golfview Residential Development, the upper portion of the Bondy Drain was filled-in and abandoned. As a result, the lands that formerly utilized the Bondy Drain as a drainage outlet were essentially cut-off. As such, all lands that formally utilized the Bondy Drain as a drainage outlet were diverted through the Golfview Drain, and ultimately to the Cornwall Drain.

Through discussions with Mr. McVitty, it was recognized that there is no mechanism within the governing drainage by-laws to address future maintenance of the existing access bridges and enclosures within the Cornwall Drain. As such, Mr. McVitty had instructed our office to include provisions within this Report to address the future maintenance of all access bridges, road crossing and enclosures within the Cornwall Drain.

VI. RECOMMENDATIONS

Maintenance Schedule of Assessment

In order to properly assess any maintenance works to the Cornwall Drain, it will be necessary to vary the current governing Schedule of Assessment which was prepared by N.J. Peralta, P.Eng., dated October 24th, 1986. We recommend that the current Maintenance Schedule of Assessment be varied as outlined within this report.

The assessment proportions as outlined in the attached Maintenance Schedule of Assessment for the Cornwall Drain have been established on the basis of an estimated future maintenance cost of **\$30,000.00**. However, these assessment charges shall not be made until such time that maintenance works are conducted and expended to said drain in the future. Therefore, when **\$30,000.00** worth of future maintenance work is expended on this drain, the assessment to each of the individual affected property owners and roads shall be levied per said attached Maintenance Schedule of Assessment. It should be clearly understood that the amounts shown within this Schedule do not authorize expenditure of this amount, but only provides an arbitrary value for the purpose of establishing a relative distribution of cost amongst the Property Owners affected by the maintenance work.

The attached Maintenance Schedule of Assessment for the Cornwall Drain is to be utilized only for the maintenance of the open-drain, together with the flushing of sediment material within any existing access bridges, enclosures and municipal roadway crossing culverts in the drain. This schedule shall not be utilized for any other maintenance and repair works being conducted to any of the existing access bridges, roadway

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crossing or enclosure structures. These existing structures are to be assessed in a different fashion, as outlined below.

Future Maintenance on Existing Structures

In order to establish a mechanism by which the Municipality can undertake maintenance works on the existing access bridges, roadway crossings, and enclosures within the drain, we recommend that said existing structures as identified herein, be maintained in the future as part of the drainage works.

From our review of the existing structures within the Cornwall Drain, the following structures were noted and a mechanism shall be provided herein so that the Municipality can undertake future maintenance works on the identified structures and allocated future maintenance costs for same can be properly assessed to the affected landowners. These structures are as follows:

Enclosure ① (County of Essex for County Road 20 (Front Road), County of Essex for County Road 10 (Middle Sideroad), and the Town of Amherstburg, 460-00100)

The existing enclosure extending from Station 3+100.7 to Station 3+178.7, serves as a road crossing culvert across County Road 20 (Front Road), together with a boulevard enclosure along County Road 10 (Middle Sideroad) and the Town of Amherstburg (460-00100) within Lot 19, Concession 1. The original road crossing culvert, crossing County Road 20, was identified and extended as part of the September 25th, 1979 Engineer's Report on the "Relocation and Improvement of Part of the Cornwall Drain", prepared by E.O. LaFontaine, P.Eng. Therefore, this entire structure is considered a legal entity with respect to the Cornwall Drain. The road crossing and enclosure is required to facilitate County Road 20, together with the protection of County Road 10 and the adjacent property. As such, all costs associated to future maintenance of this structure shall not be subject to cost sharing with upstream lands and roads. The original road crossing culvert extended from Station 3+146.4 to Station 3+178.7 and consists of approximately 32.30 metres of 1.52 metres (5.00 ft.) span concrete bridge structure. As part of the 1979 Report, this road crossing culvert was extended between Station 3+100.7 upstream to Station 3+146.4 with approximately 45.70 metres (150.00 ft.) of 1372mm (54") diameter corrugated steel culvert with a cast-in-place concrete Ditch Inlet Structure at its upstream end. This structure has further been identified herein as **Enclosure ①**.

Bridge ② (Benjamin Lazarus and Athena Bassakos, 460-14700)

The existing access bridge extending from approximately Station 2+846.3 to Station 2+851.8, serving as the primary access for the residential lands of Benjamin Lazarus and Athena Bassakos (460-14700) at 1025 Front Road North, within Lot 19, Concession 1, was identified within the October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng. Therefore, this

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structure is considered a legal entity with respect to the Cornwall Drain and is subject to cost sharing with lands and roads lying upstream of this structure. The existing culvert consists of 2.60 metres of 838mm (33") concrete pipe and 2.90 metres of 900mm (36") corrugated steel pipe with stacked concrete pieces and timber headwalls, which provides a travelled top width of approximately 3.50 metres. This structure has further been identified herein as **Bridge ②**.

Bridge ③ (Town of Amherstburg, 460-14200)

The existing access bridge extending from approximately Station 2+358.3 to Station 2+386.8, serving as the primary access for the Municipal lands of the Town of Amherstburg (460-14200) for the existing Sewage Lagoons, within Lot 21, Concession 1, was identified and improved as part of the October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng. Therefore, this structure is considered a legal entity with respect to the Cornwall Drain and is subject to cost sharing with lands and roads lying upstream of this structure. The existing culvert consists of 27.50 metres of 1375mm (54") corrugated steel pipe with sloped quarried limestone end treatments, which provides a travelled top width of approximately 11.30 metres. This structure has further been identified herein as **Bridge ③**.

Bridge ④ (Satko Manufacturing Inc., 460-13000)

The existing access bridge extending from approximately Station 1+920.0 to Station 1+932.2, serving as the primary access for the agricultural lands of Satko Manufacturing Inc. (460-13000), within Lot 22, Concession 1, was replaced as part of the October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng. Therefore, this structure is considered a legal entity with respect to the Cornwall Drain and is subject to cost sharing with lands and roads lying upstream of this structure. The existing culvert consists of 12.20 metres of 1050mm (42") corrugated steel pipe with sloped quarried limestone end treatments, which provides a travelled top width of approximately 5.00 metres. This structure has further been identified herein as **Bridge ④**.

Bridge ⑤ (Peter & Marie Mancini, 460-12500)

The existing access bridge extending from approximately Station 1+624.0 to Station 1+630.1, serving as the primary access for the agricultural lands of Peter & Marie Mancini (460-12500), within Lot 23, Concession 1. This access has not been identified within any of the existing By-Laws for the Cornwall Drain. Therefore, this structure is currently not considered a legal entity with respect to the Cornwall Drain. It is unknown as to when this access bridge was installed, nor are we aware of the quality of materials used and the standards to which this access bridge was constructed. As such, said access bridge shall not initially be subject to cost sharing with upstream lands and roads. The existing culvert consists of 6.10 metres

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of 762mm (30") corrugated steel pipe with earthen end treatments, which provides a travelled top width of approximately 2.00 metres. This structure has further been identified herein as **Bridge ⑤**.

Bridge ⑥ (Stanley & May Young, 460-12400)

The existing access bridge extending from approximately Station 1+572.6 to Station 1+584.6, serving as the primary access for the residential lands of Stanley & May Young (460-12400), within Lot 23, Concession 1, was installed as part of the October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng. Therefore, this structure is considered a legal entity with respect to the Cornwall Drain and is subject to cost sharing with lands and roads lying upstream of this structure. The existing culvert consists of 12.20 metres of 914mm (36") corrugated steel pipe with sloped quarried limestone end treatments, which provides a travelled top width of approximately 5.00 metres. This structure has further been identified herein as **Bridge ⑥**.

Bridge ⑦ (Ilie & Doina Pirvulescu, 460-12100)

The existing access bridge extending from approximately Station 1+454.5 to Station 1+466.1, serving as the primary access for the agricultural lands of Ilie & Doina Pirvulescu (460-12100), within Lot 23, Concession 1, was installed as part of the October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng. Therefore, this structure is considered a legal entity with respect to the Cornwall Drain and is subject to cost sharing with lands and roads lying upstream of this structure. The existing culvert consists of 11.60 metres of 762mm (30") corrugated steel pipe with sloped quarried limestone end treatments, which provides a travelled top width of approximately 5.00 metres. This structure has further been identified herein as **Bridge ⑦**.

Enclosure ⑧ (1099155 Ontario Limited, 460-08600)

The existing enclosure extending from approximately Station 1+004.0 to Station 1+402.7, serves the agricultural lands of 1099155 Ontario Limited (460-08600), within Lot 24, Concession 1, was installed under the July 31st, 1979 Engineer's Report prepared by D.A. Averill, P.Eng. and further improved within the October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng. Therefore, this structure is considered a legal entity with respect to the Cornwall Drain and is subject to cost sharing with lands and roads lying upstream of this structure. The existing enclosure consists of 366.00 metres of 356mm (14") concrete pipe with concrete filled jute bag and quarried limestone end treatments. This structure has further been identified herein as **Enclosure ⑧**.

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Bridge ⑨ (1099155 Ontario Limited, 460-08800)

The existing access bridge extending from approximately Station 0+309.3 to Station 0+322.7, serving as the primary access for the agricultural lands of 1099155 Ontario Limited (460-08800), between Lot 25 & 26, Concession 1, was re-installed as part of the October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng. Therefore, this structure is considered a legal entity with respect to the Cornwall Drain and is subject to cost sharing with lands and roads lying upstream of this structure. The existing culvert consists of 13.40 metres of 600mm (24") corrugated steel pipe with sloped quarried limestone end treatments, which provides a travelled top width of approximately 3.50 metres. This structure has further been identified herein as **Bridge ⑨**.

Bridge ⑩ (Essex Terminal Railway Co., 500-31800)

The existing railway crossing extending from approximately Station 0+147.1 to Station 0+154.5, serving the railway lands of Essex Terminal Railway Co. (500-31800), within Lot 26, Concession 1, was identified within the October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng. Therefore, this structure is considered a legal entity with respect to the Cornwall Drain. This railway crossing is required to provide access across the Cornwall Drain for the use of the "Public Utility". As such, said railway crossing shall not be subject to cost sharing with upstream lands and roads. The existing culvert consists of 7.70 metres of 600mm (24") cast iron steel pipe with gravel end treatments, which provides a travelled top width of approximately 5.50 metres. This structure has further been identified herein as **Bridge ⑩**.

Enclosure ⑪ (Annina Orsi, 460-09200 and Craig & Colleen Nasello, 460-09300)

The existing enclosure extending from approximately Station 0+000.0 to Station 0+146.5, serves the residential lands of Annina Orsi (460-09200) and Craig & Colleen Nasello (460-09300), within Lot 26, Concession 1. This enclosure has not been identified within any of the existing By-Laws for the Cornwall Drain. Therefore, this structure is currently not considered a legal entity with respect to the Cornwall Drain. It is unknown as to when this enclosure was installed, nor are we aware of the quality of materials used and the standards to which this enclosure was constructed. As such, said enclosure shall not initially be subject to cost sharing with upstream lands and roads. The existing enclosure consists of 146.50 metres of 450mm (18") diameter high density polyethylene smooth-wall interior plastic pipe with stacked concrete pieces and timber headwalls. This structure has further been identified herein as **Enclosure ⑪**.

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Pedestrian Footbridges

It shall be noted that there are various "pedestrian footbridges" that span over the existing Municipal Drain. These footbridges currently do not hinder or alter the flows within the Cornwall Drain. As such, these structures shall be considered private structures and shall not form part of this Municipal Drain. Therefore, the maintenance and upkeep of these structures shall be the sole responsibility of the adjacent Owner/Occupant. However, in the event that these structures become an obstruction to the flows within the drain, or cause damage to the Municipal Drain, these obstructions must be addressed and/or removed through Sections 80(1) and 80(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

VII. ASSESSMENT SCHEDULE AND MAINTENANCE WORKS

We have prepared a Schedule of Assessment to be utilized for assessing costs against the affected lands and roads for any future maintenance works conducted to the Cornwall Drain and same has been attached herein. As previously mentioned, the assessment proportions as outlined within the Maintenance Schedule of Assessment has been established on the basis of an assumed future maintenance cost of \$30,000.00, and it should be understood that the maintenance charges outlined in the attached Maintenance Schedule of Assessment should not be made until such time that maintenance works have been conducted and expended. The actual cost of maintenance work on the open drain shall be assessed against the lands and roads in the same relative proportions as shown herein, subject to any future variations that may be made under the authority of the Drainage Act.

Assessment Components

The total individual assessments within the Maintenance Schedule of Assessment, comprises of two (2) separate assessment components, including:

- i) **Benefit** defined as advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures, as it relates to Section 22 of the Drainage Act.
- ii) **Outlet Liability** defined as part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet, as it relates to Section 23 of the Drainage Act.

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Assessment Rationale

Benefit Assessment - The removal of trees, brush and debris, along with the excavation of accumulated sediment within the Cornwall Drain channel will drastically improve the flow of water through the drainage system. The improvements to the drain will enhance the hydraulic capacity of the channel and promote drain bank stability within the drain. As a result, the properties located adjacent to the Cornwall Drain benefit from the maintenance works conducted on the drain. Therefore, the Benefit Assessment shown within the Maintenance Schedule of Assessment are levied against those properties who reside adjacent to the drain, based on the definition provided above.

As it relates to access structures, the properties which reside adjacent to the open-drain are entitled to access their lands. These lands gain an advantage from an access structure constructed within the Municipal Drain for the purposes of accessing their lands. Therefore, a Benefit Assessment is levied against those properties who gain an advantage related to the betterment of their lands, based on the definition provided above.

Outlet Assessment - According to the parameters set within Section 23 of the Drainage Act, all lands which utilize the Cornwall Drain as a drainage outlet may be assessed for Outlet Liability. As further outlined within Section 23(3) of the Drainage Act, the Outlet Assessment is "*...based on the volume and rate of flow of the water artificially caused to flow...*". Based on the characteristics of the lands that contribute flow to the Cornwall Drain, runoff factors have been applied based on the land use of each property to reflect the actual amount of water that is artificially collected and discharged into the Cornwall Drain. Therefore, developed lands (residential, commercial lots and roads) have an increased run-off factor applied to their assessment. Contrarily, lands which have surface (or subsurface) runoff that exit the watershed or contain woodlots would have a decrease run-off factor applied to their assessment.

As it relates to access structures, the outlet assessments reflect the actual amount of water that is artificially collected and discharged through the structures.

Open-Drain Maintenance Works

For the purposes of future maintenance on the entire length of the open channel, all costs shall be levied against the lands and roads within the watershed in accordance with the attached Schedule of Assessment. The physical dimensions which control the extent of maintenance works permitted on this open channel shall be limited to that which had been set out and constructed as part of the following Engineer's Reports:

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- From its top end at Station 0+000.0 to the north limit of County Road 10 (Middle Sideroad) at Station 3+100.7; October 24th, 1986 Engineer's Report prepared by N.J. Peralta, P.Eng.
- From the north limit of County Road 10 (Middle Sideroad) at Station 3+100.7 to the west limit of the existing road crossing culvert enclosure at Station 3+178.7; September 25th, 1979 Engineer's Report prepared by E.O. LaFontaine, P.Eng.
- From the west limit of the existing road crossing culvert enclosure at Station 3+178.7 to its outlet into the Detroit River at Station 3+198.5; May 10th, 1968 Engineer's Report prepared by C.G.R. Armstrong, P.Eng.

Access Structure Maintenance Works

Should any works of maintenance be required in the future to the structures identified within this report, the following provisions with respect to cost sharing, for each of same, shall be shared by the abutting landowner, and upstream affected lands and roads in accordance with the following provisions:

- a) **Enclosure ①** - This existing enclosure is currently serving a road crossing culvert across County Road 20 (Front Road), together with a boulevard enclosure along County Road 10 (Middle Sideroad) and the Town of Amherstburg (460-00100) within Lot 19, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future on the following basis:
1. When maintenance is required for only the road crossing portion across County Road 20 (Front Road) between Station 3+146.4 to Station 3+178.7, all future maintenance costs shall be assessed **100.0%** to the County of Essex for County Road 20 (Front Road).
 2. When maintenance is required for only the boulevard enclosure along County Road 10 (Middle Sideroad) between Station 3+100.7 to Station 3+146.4, it shall be maintained in the future on the basis that **64.8%** of the maintenance costs be assessed to County of Essex for County Road 10 (Middle Sideroad), **17.3%** to County of Essex for County Road 20 (Front Road) and **17.9%** to the Town of Amherstburg for Parcel 460-00100. The maintenance works shall include the culvert, the cast-in-place concrete Ditch Inlet Structure and all associated appurtenances.

In the event that the entire structure requires maintenance or replacement, between Station 3+100.7 to Station 3+178.7, the blended cost sharing shall be distributed on the following basis:

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| <u>ROLL NUMBER</u> | <u>OWNERS</u> | <u>OVERALL FUTURE MAINTENANCE SHARE</u> |
|--------------------|----------------------------------|---|
| --- | County Road 10 (County of Essex) | 38.0% |
| --- | County Road 20 (County of Essex) | 51.5% |
| 460-00100 | Town of Amherstburg | 10.5% |

- b) **Bridge ②** - This existing access bridge currently serves as the primary access for the residential lands of Benjamin Lazarus and Athena Bassakos (460-14700) at 1025 Front Road North, within Lot 19, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future on the basis that **35.0%** of all maintenance costs for said access bridge shall be assessed as a Benefit to the bridge user, and the remaining **65.0%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge.
- c) **Bridge ③** - This existing access bridge currently serves as the primary access for the Municipal lands of the Town of Amherstburg (460-14200) for the existing Sewage Lagoons, within Lot 21, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future on the basis that **64.5%** of all maintenance costs for said access bridge shall be assessed as a Benefit to the bridge user, and the remaining **35.5%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge. The percentages above account for the bridge users share of the increase pipe length beyond a standard length available to provide the standard 6.10 metre (20.00 ft.) minimum driveway top width.
- d) **Bridge ④** - This existing access bridge currently serves as the primary access for the agricultural lands of Satko Manufacturing Inc. (460-13000), within Lot 22, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future on the basis that **46.5%** of all maintenance costs for said access bridge shall be assessed as a Benefit to the bridge user, and the remaining **53.5%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge.

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- e) **Bridge ⑤** - This existing access bridge currently serves as the primary access for the agricultural lands of Peter & Marie Mancini (460-12500), within Lot 23, Concession 1. As previously identified, we found that this access bridge was never installed through the auspices of the Drainage Act and currently is not considered a legal entity with respect to the Cornwall Drain. As such, the initial future maintenance work and/or replacement of this structure shall be assessed **100.0%** as a Benefit against the abutting property being served by the access bridge, which is currently owned by Peter & Marie Mancini (460-12500).

As the primary access to the subject property, once the Town of Amherstburg has replaced this structure with the appropriate materials and to the current construction standards, the structure would be eligible for future cost sharing with upstream lands and roads. As such, when future maintenance is performed on this structure, it shall be maintained in the future on the basis that **50.0%** of all maintenance costs for said access bridge shall be assessed as a Benefit to the bridge user, and the remaining **50.0%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge.

- f) **Bridge ⑥** - This existing access bridge currently serves as the primary access for the residential lands of Stanley & May Young (460-12400), within Lot 23, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future on the basis that **51.0%** of all maintenance costs for said access bridge shall be assessed as a Benefit to the bridge user, and the remaining **49.0%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge.

- g) **Bridge ⑦** - This existing access bridge currently serves as the primary access for the agricultural lands of Ilie & Doina Pirvulescu (460-12100), within Lot 23, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future on the basis that **54.0%** of all maintenance costs for said access bridge shall be assessed as a Benefit to the bridge user, and the remaining **46.0%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge.

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- h) **Enclosure ⑧** - This existing enclosure currently serves the agricultural lands of 1099155 Ontario Limited (460-08600), within Lot 24, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future on the basis that **98.0%** of all maintenance costs for said access bridge shall be assessed as a Benefit to the bridge user, and the remaining **2.0%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said enclosure. The percentages above account for the bridge users share of the increase pipe length beyond a standard length available to provide the standard 6.10 metre (20.00 ft.) minimum driveway top width.
- i) **Bridge ⑨** - This existing access bridge currently serves as the primary access for the agricultural lands of 1099155 Ontario Limited (460-08800), between Lot 25 & 26, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future on the basis that **82.0%** of all maintenance costs for said access bridge shall be assessed as a Benefit to the bridge user, and the remaining **18.0%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge.
- j) **Bridge ⑩** - This existing railway crossing currently serving the railway lands of Essex Terminal Railway Co. (500-31800), within Lot 26, Concession 1. When future maintenance is performed on this structure, it shall be maintained in the future at the sole expense of the Essex Terminal Railway Co. (500-31800), or subsequent Owner of the Public Utility.
- k) **Enclosure ⑪** - This existing enclosure currently serves the residential lands of Annina Orsi (460-09200) and Craig & Colleen Nasello (460-09300), within Lot 26, Concession 1. As previously identified, we found that this enclosure was never installed through the auspices of the Drainage Act and currently is not considered a legal entity with respect to the Cornwall Drain. As such, the initial future maintenance work and/or replacement of this structure shall be assessed **100.0%** as a Benefit on an equal basis against the abutting property being served by the Annina Orsi (460-09200) and Craig & Colleen Nasello (460-09300).

As the primary access to the subject property, once the Town of Amherstburg has replaced this structure with the appropriate materials and to the current construction standards, the structure would be eligible for future cost sharing with upstream lands and roads. As such, when future maintenance is performed on this structure, it shall be maintained in the future on the basis that **90.0%** of all maintenance costs for said enclosure shall be assessed as a Benefit on an equal basis against the abutting property being served by the Annina Orsi (460-09200) and Craig &

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Colleen Nasello (460-09300), and the remaining **10.0%** of the maintenance costs shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said enclosure. The lands lying upstream of said enclosure include 50% of the lands fronting Concession 2 North and the entire affected area on Concession 2 North.

We would further recommend that all structures in this drain, for which future maintenance costs are to be shared with upstream lands and roads within the watershed, be maintained by the Town and that said maintenance work would include works to the structure culvert, their bedding and backfill, end treatments, and any other ancillary work. Should concrete, asphalt or other special surfaces over these driveways require removal as part of the maintenance work these surfaces should be repaired or replaced as part of the work. Likewise, if any fencing, gate, decorative walls, guard rails or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the structure maintenance work. However, the cost of the supply and installation of any surface material other than Granular "A" material, and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining owner served by said structures.

The percentage to the upstream lands and roads as established above shall be assessed as an Outlet Liability towards the lands and roads within the Cornwall Drain watershed lying upstream of said structures. These Outlet Assessments shall be shared in the same proportions established within the **Schedule of Assessment for Future Access Bridge Structure Maintenance** attached herein and labelled as **Appendix "A"**. This Schedule of Assessment has been developed on the basis of an assumed cost of **\$3,000.00** and the future maintenance costs for each affected structure within the drain shall be levied pro rata on only the affected lands and roads that are situated upstream of the particular structure for which future maintenance works has been carried out.

These above provisions are intended to address the maintenance of the existing structures as they currently exist. In the event that these structures are improperly sized or require any improvements beyond the current configuration (lengthening, change in headwall, etc.), the replacement and/or improvement of these structures should be considered under Section 78 of the Drainage Act.

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VIII. SPECIAL CONSIDERATIONS

Block Assessments

The Golfview residential development has a registered plan of subdivision and consists of a built-up residential area. Based on discussions and correspondence with Mr. McVitty, the lands within Block 'A', shall not be assessed individual Municipal Drain assessments. Therefore, Mr. McVitty has confirmed that these lands shall be assessed to the Town of Amherstburg as Block Assessments pursuant to Section 25 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010". Based on the information provided, we have allocated a Block Assessment within the Schedules of Assessment for all lands and roads within this residential development utilize the Cornwall Drain for drainage purposes.

Stormwater Management Provisions

It shall be noted that the Golfview residential development resides within the Cornwall Drain watershed and conveys runoff through an existing Stormwater Management (S.W.M.) facility. These lands were formerly assessed to the Bondy Drain and were subsequently redirected to the Cornwall Drain through the implementation of the S.W.M. facility and the creation of the Golfview Drain. Based on the details outlined within the 1997 Golfview Drain report, the pre-developed area of land that initially was assessed to the Cornwall Drain contributed a total of 6.68 hectares (16.51 acres). With the creation of the residential development, the overall development now contributes a total area of 52.21 hectares (129.01 acres). However, the S.W.M. facility was sized to accept and store the addition area and restrict the outflow into the Cornwall Drain, based on its pre-development flow rates.

S.W.M. facilities are utilized to control stormwater discharge from a site with increased runoff caused by development and further restrict flows to a pre-development flow rate (or less). As a result, rainfall onto sites with increased impermeable conditions create additional volume of runoff that is stored within S.W.M. ponds. The increased total volume of water is discharged from the S.W.M. ponds over an extended period of time, in order to empty the pond after a rain event. As a result, S.W.M. facilities generally contribute a higher total volume of water that travels through the receiving drains, which essentially causes injury to said drains in the form of extended saturation and higher direct erosion throughout the drain bottom. These extended flows and added volume tend to destabilize the drain banks, as the receiving drains are wetter for longer periods of time. The effects of S.W.M. are considered an injuring liability to the receiving drains, which will generally reduce the service life of the open-drain and resulting in more periodic drain maintenance. Thus, creating increased maintenance costs. Pursuant to Section 23 of the Drainage Act we have taken into account the increased volume of

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artificial runoff discharging from the S.W.M. systems and have factored same into the outlet assessment for the lands being served by the S.W.M. systems within our new Maintenance Schedule of Assessment for the Cornwall Drain.

Future Developments

The assessments derived within the Maintenance Schedule of Assessment has been evaluated based on the current conditions and existing developments. In the event that additional areas within the Cornwall Drain watershed is slated for future residential and commercial developments, these future developments will create higher runoff from each site and will result in increased flows into the Cornwall Drain. **Therefore, we recommend that S.W.M. provisions be incorporated as part of these future developments to restrict their outflow to a 1:2 year storm pre-development runoff rate for the entire area to be connected.** Proper S.W.M. facilities restricting the flows to the allowable release rate will ensure that the subsequent flows will have no adverse effect on the capacity of the Cornwall Drain. However, as outlined above, S.W.M. provisions will increase the total volume of water that travel through the receiving drains. Therefore, if the Town of Amherstburg is prepared to approve the increased total flow volumes from the future developments, we recommend that an update to the "Outlet Assessments" shall be established for each future development site, through Section 65 or Section 76 of the Drainage Act.

IX. DRAWINGS

Attached, as part of this report, we have provided a plan that illustrates the Cornwall Drain watershed and sub-watershed areas, the location of the drain and its structures, as well as a listing of the affected landowners. The plan has been reduced in scale and attached to herein and labelled as **Appendix "B"**. However, full scale drawings can be viewed at the Amherstburg Municipal Offices, if required.

X. GRANTS

It should be understood that no grant is available to privately owned agricultural lands used for the preparation of the Engineer's Report conducted under Section 76 of the Drainage Act.

However, in accordance with the provisions of Section 85 through Section 90 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010", when maintenance works are conducted to the Cornwall Drain in the future, a grant up to the amount of 1/3 of the assessments eligible for a grant, may be made in respect of the maintenance assessments made upon privately owned lands used for agricultural purposes. Based on the current Agricultural Drainage Infrastructure Program (A.D.I.P.), "lands used for

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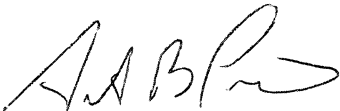
agricultural purposes" may be eligible for a grant in the amount of up to 1/3 of their total assessment. The new policies however, define "lands used for agricultural purposes" as those lands eligible for the "Farm Property Class Tax Rate", the "Managed Forest Tax Incentive Program", or the "Conservation Land Tax Incentive Program". The Town Clerk has provided this information to the Engineer from the current property tax roll and the Engineer has further confirmed this information with the Ag Maps Geographic Information Portal service through O.M.A.F.R.A. Properties that meet the criteria for "lands used for agricultural purposes" are shown in the attached Assessment Schedule under the subheading "**5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable)**" and are expected to be eligible for the 1/3 grant from O.M.A.F.R.A.

XI. REPORT COSTS

We would also recommend that all engineering costs and expenses related to the preparation, distribution, and consideration of this report be included as an expense to the drainage works and assessed in the same proportions as set out in the new Maintenance Schedule of Assessment for the Cornwall Drain, attached herein.

All of which is respectfully submitted,

N. J. PERALTA ENGINEERING LTD.



Antonio B. Peralta, P.Eng.

ABP/amm



N. J. PERALTA ENGINEERING LTD.

Consulting Engineers
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KINGSVILLE, Ontario
N9Y 1E1

MAINTENANCE SCHEDULE OF ASSESSMENT
FOR THE CORNWALL DRAIN
TOWN OF AMHERSTBURG

3. MUNICIPAL LANDS:

| <u>Parcel No</u> | <u>Tax Roll No.</u> | <u>Con. or Plan No.</u> | <u>Lot or Part of Lot</u> | <u>Acres Owned</u> | <u>Acres Afft'd</u> | <u>Hectares Afft'd</u> | <u>Owner's Name</u> | <u>Value of Benefit</u> | <u>Value of Outlet</u> | <u>Value of Special Benefit</u> | <u>TOTAL VALUE</u> |
|--------------------------------------|----------------------------------|-------------------------|---------------------------|--------------------|---------------------|------------------------|---------------------|-------------------------|------------------------|---------------------------------|--------------------|
| | County Road 10 (Middle Sideroad) | | | 0.80 | 0.80 | 0.324 | County of Essex | \$ 33.00 | \$ 4.00 | \$ - | \$ 37.00 |
| | County Road 20 (Front Road) | | | 3.85 | 3.85 | 1.558 | County of Essex | \$ 160.00 | \$ 16.00 | \$ - | \$ 176.00 |
| | Concession 2 North | | | 0.86 | 0.86 | 0.348 | Town of Amherstburg | \$ 45.00 | \$ 160.00 | \$ - | \$ 205.00 |
| | Block 'A' Roads | | | 19.15 | 19.15 | 7.750 | Town of Amherstburg | \$ 81.00 | \$ 1,422.00 | \$ - | \$ 1,503.00 |
| Total on Municipal Lands..... | | | | | | | | \$ 319.00 | \$ 1,602.00 | \$ - | \$ 1,921.00 |

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

| <u>Parcel No</u> | <u>Tax Roll No.</u> | <u>Con. or Plan No.</u> | <u>Lot or Part of Lot</u> | <u>Acres Owned</u> | <u>Acres Afft'd</u> | <u>Hectares Afft'd</u> | <u>Owner's Name</u> | <u>Value of Benefit</u> | <u>Value of Outlet</u> | <u>Value of Special Benefit</u> | <u>TOTAL VALUE</u> |
|------------------|---------------------|-------------------------|---------------------------|--------------------|---------------------|------------------------|-------------------------------------|-------------------------|------------------------|---------------------------------|--------------------|
| | Block 'A' Lands | | | 60.85 | 60.85 | 24.626 | Town of Amherstburg | \$ 256.00 | \$ 4,485.00 | \$ - | \$ 4,741.00 |
| 1 | 420-14500 | 1 | 18 | 2.82 | 1.50 | 0.607 | Michael Lafontaine and Manola Salvi | \$ 62.00 | \$ 18.00 | \$ - | \$ 80.00 |
| 2 | 420-14505 | 1 | 18 | 1.17 | 0.50 | 0.202 | Peter & Gillian Draper | \$ 21.00 | \$ 9.00 | \$ - | \$ 30.00 |
| 3 | 420-14600 | 1 | 18 | 1.36 | 0.50 | 0.202 | Christopher & Christina Blunt | \$ 21.00 | \$ 10.00 | \$ - | \$ 31.00 |
| 4 | 420-14700 | 1 | 18 | 1.35 | 0.50 | 0.202 | Richard & Michelle Hubbell | \$ 21.00 | \$ 8.00 | \$ - | \$ 29.00 |
| 5 | 420-14800 | 1 | 17 | 1.70 | 0.50 | 0.202 | Franca Pagliarella | \$ 21.00 | \$ 12.00 | \$ - | \$ 33.00 |
| 6 | 420-62700 | 12M139 | 4 | 0.46 | 0.46 | 0.187 | Marco & Marisa Carroccia | \$ 19.00 | \$ 9.00 | \$ - | \$ 28.00 |
| 7 | 420-62800 | 12M139 | 3 | 0.24 | 0.24 | 0.097 | Gina Laderoute | \$ 10.00 | \$ 4.00 | \$ - | \$ 14.00 |
| 8 | 420-62850 | 12M139 | 3 | 0.23 | 0.23 | 0.094 | David & Mary Hamel | \$ 10.00 | \$ 5.00 | \$ - | \$ 15.00 |
| 9 | 420-62900 | 12M139 | 2 | 0.38 | 0.38 | 0.152 | John & Rose Jackson | \$ 16.00 | \$ 6.00 | \$ - | \$ 22.00 |
| 10 | 420-63000 | 1 | 1 | 0.67 | 0.67 | 0.272 | David Brown and Tetyana Katsemba | \$ 28.00 | \$ 9.00 | \$ - | \$ 37.00 |
| 11 | 460-00100 | 1 | 19 | 0.21 | 0.21 | 0.086 | Town of Amherstburg | \$ 9.00 | \$ 2.00 | \$ - | \$ 11.00 |
| 12 | 460-00200 | 1 | 19 | 0.61 | 0.61 | 0.246 | Gary & Valerie Williamson | \$ 25.00 | \$ 8.00 | \$ - | \$ 33.00 |
| 13 | 460-00300 | 1 | 19 | 0.46 | 0.46 | 0.188 | Gerald & Sandra Power | \$ 19.00 | \$ 7.00 | \$ - | \$ 26.00 |

| <u>Parcel No</u> | <u>Tax Roll No.</u> | <u>Con. or Plan No.</u> | <u>Lot or Part of Lot</u> | <u>Acres Owned</u> | <u>Acres Aff'd</u> | <u>Hectares Aff'd</u> | <u>Owner's Name</u> | <u>Value of Benefit</u> | <u>Value of Outlet</u> | <u>Value of Special Benefit</u> | <u>TOTAL VALUE</u> |
|------------------|---------------------|-------------------------|---------------------------|--------------------|--------------------|-----------------------|--|-------------------------|------------------------|---------------------------------|--------------------|
| 14 | 460-00400 | 1 | 19 | 0.06 | 0.06 | 0.023 | 1710690 Ontario Inc. C/O Prestressed Systems | \$ 2.00 | \$ - | \$ - | \$ 2.00 |
| 15 | 460-00500 | 1 | 19 | 0.39 | 0.39 | 0.158 | Joyce Pettit and Kim Laframboise | \$ 16.00 | \$ 6.00 | \$ - | \$ 22.00 |
| 16 | 460-00600 | 1 | 19 | 0.99 | 0.99 | 0.401 | Angelo & Lisa Distefano | \$ 41.00 | \$ 9.00 | \$ - | \$ 50.00 |
| 17 | 460-00700 | 1 | 19 | 0.34 | 0.34 | 0.136 | Leo Petrilli and Sarah Parent | \$ 14.00 | \$ 5.00 | \$ - | \$ 19.00 |
| 18 | 460-00800 | 1 | 19 | 0.34 | 0.34 | 0.136 | Daniel Osborne and Ruthann Comeau | \$ 14.00 | \$ 5.00 | \$ - | \$ 19.00 |
| 20 | 460-08100 | 1 | 23 | 6.37 | 6.37 | 2.579 | Franco Di Pasquale & Felice Palumbo | \$ 47.00 | \$ 34.00 | \$ - | \$ 81.00 |
| 21 | 460-08301 | 1 | 23 | 10.39 | 10.39 | 4.205 | Aldo Pacitti | \$ 167.00 | \$ 67.00 | \$ - | \$ 234.00 |
| 22 | 460-08401 | 1 | 23 | 10.27 | 10.27 | 4.158 | Domenic Pacitti | \$ 192.00 | \$ 68.00 | \$ - | \$ 260.00 |
| 24 | 460-08750 | 1 | 25 | 1.53 | 1.53 | 0.619 | John Debiasio and Claudina Deluca | \$ 79.00 | \$ 117.00 | \$ - | \$ 196.00 |
| 26 | 460-08900 | 1 | 26 | 0.83 | 0.83 | 0.337 | Michael & Susanne Racine | \$ 43.00 | \$ 101.00 | \$ - | \$ 144.00 |
| 27 | 460-09000 | 1 | 26 | 0.88 | 0.88 | 0.358 | Darren & Serena Hillman | \$ 46.00 | \$ 101.00 | \$ - | \$ 147.00 |
| 28 | 460-09100 | 1 | 26 | 0.83 | 0.83 | 0.337 | Christopher & Allison Colman | \$ 43.00 | \$ 112.00 | \$ - | \$ 155.00 |
| 29 | 460-09200 | 1 | 26 | 0.89 | 0.89 | 0.360 | Annina Orsi | \$ 46.00 | \$ 146.00 | \$ - | \$ 192.00 |
| 30 | 460-09300 | 1 | 26 | 0.99 | 0.99 | 0.400 | Craig & Colleen Nasello | \$ 51.00 | \$ 103.00 | \$ - | \$ 154.00 |
| 31 | 460-09400 | 1 | 26 | 0.99 | 0.99 | 0.400 | Daniel Gary & Patricia Meloche | \$ 51.00 | \$ 122.00 | \$ - | \$ 173.00 |
| 32 | 460-09500 | 1 | 26 | 1.47 | 1.47 | 0.596 | Dwayne Bezaire | \$ 76.00 | \$ 149.00 | \$ - | \$ 225.00 |
| 33 | 460-09700 | 1 | 27 | 0.94 | 0.50 | 0.202 | Matthew & Jill Stoyanovich | \$ 26.00 | \$ 98.00 | \$ - | \$ 124.00 |
| 36 | 460-12300 | 1 | 23 | 13.88 | 11.86 | 4.800 | Sarah Van Raay | \$ 262.00 | \$ 76.00 | \$ - | \$ 338.00 |
| 37 | 460-12400 | 1 | 23 | 7.85 | 5.83 | 2.359 | Stanley & May Young | \$ 131.00 | \$ 55.00 | \$ - | \$ 186.00 |
| 38 | 460-12500 | 1 | 23 | 14.58 | 12.56 | 5.083 | Peter & Marie Mancini | \$ 262.00 | \$ 110.00 | \$ - | \$ 372.00 |
| 39 | 460-12600 | 1 | 22 | 1.00 | 0.50 | 0.202 | Phyllis Rosati | \$ - | \$ 4.00 | \$ - | \$ 4.00 |
| 40 | 460-12700 | 1 | 22 | 0.95 | 0.50 | 0.202 | Charles & Suzanne Heaton | \$ - | \$ 7.00 | \$ - | \$ 7.00 |
| 41 | 460-12800 | 1 | 22 | 0.89 | 0.50 | 0.202 | James & Michelle Monforton | \$ - | \$ 8.00 | \$ - | \$ 8.00 |
| 42 | 460-12900 | 1 | 22 | 1.25 | 0.79 | 0.320 | Mark & Carolyn Bisnett | \$ - | \$ 9.00 | \$ - | \$ 9.00 |
| 44 | 460-13100 | 1 | 22 | 0.64 | 0.32 | 0.130 | Rocco & Anne Dipierdomenico | \$ - | \$ 4.00 | \$ - | \$ 4.00 |
| 45 | 460-13200 | 1 | 22 | 0.63 | 0.22 | 0.089 | Mary Brown | \$ - | \$ 2.00 | \$ - | \$ 2.00 |
| 46 | 460-13300 | 1 | 22 | 0.64 | 0.17 | 0.069 | James & Sally Bratt | \$ - | \$ 3.00 | \$ - | \$ 3.00 |

| Parcel No | Tax Roll No. | Con. or Plan No. | Lot or Part of Lot | Acres Owned | Acres Aff't'd | Hectares Aff't'd | Owner's Name | Value of Benefit | Value of Outlet | Value of Special Benefit | TOTAL VALUE |
|---|--------------|------------------|--------------------|-------------|---------------|------------------|--|--------------------|---------------------|--------------------------|---------------------|
| 47 | 460-13400 | 1 | 22 | 0.65 | 0.17 | 0.069 | Samuel & Andrea Dipasquale | \$ - | \$ 1.00 | \$ - | \$ 1.00 |
| 48 | 460-13600 | 1 | 21 | 1.65 | 0.50 | 0.202 | James Bondy | \$ - | \$ 3.00 | \$ - | \$ 3.00 |
| 49 | 460-13700 | 1 | 21 | 2.68 | 0.50 | 0.202 | Jephte St. Pierre and Ghislaine Lafontaine | \$ - | \$ 2.00 | \$ - | \$ 2.00 |
| 50 | 460-14100 | 1 | 21 | 0.95 | 0.50 | 0.202 | Elizabeth Rose Mary & Matthew Mark Meloche | \$ - | \$ 4.00 | \$ - | \$ 4.00 |
| 51 | 460-14200 | 1455 | 21 | 52.40 | 31.78 | 12.861 | Town of Amherstburg | \$ 924.00 | \$ 769.00 | \$ - | \$ 1,693.00 |
| 52 | 460-14300 | 1455 | 3 & 4 | 1.03 | 0.59 | 0.239 | Kenneth Jacobs | \$ 25.00 | \$ 5.00 | \$ - | \$ 30.00 |
| 53 | 460-14305 | 1455 | 5 & 6 | 0.77 | 0.77 | 0.312 | Graham & Rosemary Harris | \$ 32.00 | \$ 12.00 | \$ - | \$ 44.00 |
| 54 | 460-14400 | 1455 | 7 | 0.77 | 0.77 | 0.312 | Stephen Patrick | \$ 32.00 | \$ 10.00 | \$ - | \$ 42.00 |
| 55 | 460-14500 | 1455 | 8 to 10 | 1.97 | 1.97 | 0.797 | Sarkis Raffoul and Maria Amato | \$ 82.00 | \$ 24.00 | \$ - | \$ 106.00 |
| 56 | 460-14600 | 1455 | 12 | 0.82 | 0.82 | 0.330 | Frank & Laura Vitella | \$ 34.00 | \$ 12.00 | \$ - | \$ 46.00 |
| 57 | 460-14700 | 1455 | 14 | 0.93 | 0.93 | 0.376 | Benjamin Lazarus & Athena Bassakos | \$ 39.00 | \$ 12.00 | \$ - | \$ 51.00 |
| 58 | 460-14800 | 1455 | 15 & 16 | 0.72 | 0.72 | 0.293 | Gregory Ouellette | \$ 30.00 | \$ 10.00 | \$ - | \$ 40.00 |
| 59 | 460-14900 | 1455 | 17 | 0.72 | 0.72 | 0.292 | Gerald & Virginia Garant | \$ 30.00 | \$ 8.00 | \$ - | \$ 38.00 |
| 60 | 460-15000 | 1455 | 18 | 0.52 | 0.52 | 0.209 | Valentine & Beverley Gagnon | \$ 21.00 | \$ 8.00 | \$ - | \$ 29.00 |
| 61 | 460-15100 | 1455 | 19 | 0.81 | 0.81 | 0.326 | Vladimir & Jagodinka Stojkovic | \$ 33.00 | \$ 9.00 | \$ - | \$ 42.00 |
| 62 | 460-15200 | 1455 | 20 | 0.22 | 0.22 | 0.091 | Town of Amherstburg | \$ 9.00 | \$ 2.00 | \$ - | \$ 11.00 |
| 63 | 460-15300 | 1455 | 21 & 22 | 1.03 | 1.03 | 0.417 | Anne Kainz | \$ 43.00 | \$ 11.00 | \$ - | \$ 54.00 |
| 64 | 460-15400 | 1455 | 23 & 24 | 0.75 | 0.75 | 0.303 | Michael & Deborah Ethier | \$ 31.00 | \$ 8.00 | \$ - | \$ 39.00 |
| 65 | 460-41130 | 12M517 | 63 & 67 | 17.77 | 17.77 | 7.190 | Town of Amherstburg | \$ - | \$ 1,319.00 | \$ - | \$ 1,319.00 |
| 66 | 460-41226 | 12M517 | 66 | 6.03 | 6.03 | 2.440 | Golfview Park Estate Inc. | \$ - | \$ 448.00 | \$ - | \$ 448.00 |
| 67 | 460-41316 | 12M517 | 67 | 0.13 | 0.13 | 0.053 | Golfview Park Estate Inc. | \$ - | \$ 10.00 | \$ - | \$ 10.00 |
| 68 | 460-51000 | 12M394 | 173 | 23.76 | 23.76 | 9.616 | Town of Amherstburg | \$ 534.00 | \$ 1,276.00 | \$ - | \$ 1,810.00 |
| 69 | 500-31800 | | 3 to 42 | 18.23 | 4.84 | 1.959 | Essex Terminal Railway Co | \$ 257.00 | \$ 543.00 | \$ - | \$ 800.00 |
| Total on Privately Owned - Non-Agricultural Lands..... | | | | | | | | \$ 4,303.00 | \$ 10,619.00 | \$ - | \$ 14,922.00 |

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

| Parcel No | Tax Roll No. | Con. or Plan No. | Lot or Part of Lot | Acres Owned | Acres Afft'd | Hectares Afft'd | Owner's Name | Value of Benefit | Value of Outlet | Value of Special Benefit | TOTAL VALUE |
|---|--------------|------------------|--------------------|-------------|---------------|-----------------|--|---------------------|---------------------|--------------------------|---------------------|
| 19 | 460-01000 | 1 | 19 to 21 | 85.41 | 30.49 | 12.339 | 1486134 Ontario Limited | \$ - | \$ 295.00 | \$ - | \$ 295.00 |
| 23 | 460-08600 | 1 | 24 | 68.77 | 55.90 | 22.622 | 1099155 Ontario Limited | \$ 1,636.00 | \$ 2,064.00 | \$ - | \$ 3,700.00 |
| 25 | 460-08800 | 1 | 25 & 26 | 91.46 | 55.00 | 22.258 | 1099155 Ontario Limited | \$ 2,181.00 | \$ 1,943.00 | \$ - | \$ 4,124.00 |
| 34 | 460-11900 | 1 | 25 | 43.36 | 20.00 | 8.094 | Katherine Roth and Maurice O'Callaghan | \$ 353.00 | \$ 799.00 | \$ - | \$ 1,152.00 |
| 35 | 460-12100 | 1 | 23 | 14.58 | 14.58 | 5.899 | Ilie & Doina Pirvulescu | \$ 186.00 | \$ 206.00 | \$ - | \$ 392.00 |
| 43 | 460-13000 | 1 | 22 | 83.33 | 83.33 | 33.723 | Satko Manufacturing Inc. | \$ 1,732.00 | \$ 1,762.00 | \$ - | \$ 3,494.00 |
| Total on Privately Owned - Agricultural Lands (grantable)..... | | | | | | | | \$ 6,088.00 | \$ 7,069.00 | \$ - | \$ 13,157.00 |
| TOTAL ASSESSMENT | | | | | 519.48 | 210.232 | | \$ 10,710.00 | \$ 19,290.00 | \$ - | \$ 30,000.00 |

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1 Hectare = 2.471 Acres
D-17-095
November 11th, 2019

APPENDIX “A”

SCHEDULE OF ASSESSMENT FOR FUTURE ACCESS BRIDGE STRUCTURE MAINTENANCE
FOR THE CORNWALL DRAIN
TOWN OF AMHERSTBURG

3. MUNICIPAL LANDS:

| <u>Parcel No</u> | <u>Tax Roll No.</u> | <u>Con. or Plan No.</u> | <u>Lot or Part of Lot</u> | <u>Acres Owned</u> | <u>Acres Afft'd</u> | <u>Hectares Afft'd</u> | <u>Owner's Name</u> | <u>Value of Benefit</u> | <u>Value of Outlet</u> | <u>Value of Special Benefit</u> | <u>TOTAL VALUE</u> |
|--------------------------------------|----------------------------------|-------------------------|---------------------------|--------------------|---------------------|------------------------|---------------------|-------------------------|------------------------|---------------------------------|--------------------|
| | County Road 10 (Middle Sideroad) | | | | 0.80 | 0.324 | County of Essex | \$ - | \$ 8.00 | \$ - | \$ 8.00 |
| | County Road 20 (Front Road) | | | | 3.85 | 1.558 | County of Essex | \$ - | \$ 35.00 | \$ - | \$ 35.00 |
| | Concession 2 North | | | | 0.86 | 0.348 | Town of Amherstburg | \$ - | \$ 7.00 | \$ - | \$ 7.00 |
| | Block 'A' Roads | | | | 19.15 | 7.750 | Town of Amherstburg | \$ - | \$ 317.00 | \$ - | \$ 317.00 |
| Total on Municipal Lands..... | | | | | | | | \$ - | \$ 367.00 | \$ - | \$ 367.00 |

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

| <u>Parcel No</u> | <u>Tax Roll No.</u> | <u>Con. or Plan No.</u> | <u>Lot or Part of Lot</u> | <u>Acres Owned</u> | <u>Acres Afft'd</u> | <u>Hectares Afft'd</u> | <u>Owner's Name</u> | <u>Value of Benefit</u> | <u>Value of Outlet</u> | <u>Value of Special Benefit</u> | <u>TOTAL VALUE</u> |
|------------------|---------------------|-------------------------|---------------------------|--------------------|---------------------|------------------------|-------------------------------------|-------------------------|------------------------|---------------------------------|--------------------|
| | Block 'A' Lands | | | | 60.85 | 24.626 | Town of Amherstburg | \$ - | \$ 999.00 | \$ - | \$ 999.00 |
| 20 | 460-08100 | 1 | 23 | 6.37 | 6.37 | 2.579 | Franco Di Pasquale & Felice Palumbo | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 21 | 460-08301 | 1 | 23 | 10.39 | 10.39 | 4.205 | Aldo Pacitti | \$ - | \$ 8.00 | \$ - | \$ 8.00 |
| 22 | 460-08401 | 1 | 23 | 10.27 | 10.27 | 4.158 | Domenic Pacitti | \$ - | \$ 8.00 | \$ - | \$ 8.00 |
| 24 | 460-08750 | 1 | 25 | 1.53 | 1.53 | 0.619 | John Debiasio and Claudina Deluca | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 26 | 460-08900 | 1 | 26 | 0.83 | 0.83 | 0.337 | Michael & Susanne Racine | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 27 | 460-09000 | 1 | 26 | 0.88 | 0.88 | 0.358 | Darren & Serena Hillman | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 28 | 460-09100 | 1 | 26 | 0.83 | 0.83 | 0.337 | Christopher & Allison Colman | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 29 | 460-09200 | 1 | 26 | 0.89 | 0.89 | 0.360 | Annina Orsi | \$ - | \$ 7.00 | \$ - | \$ 7.00 |
| 30 | 460-09300 | 1 | 26 | 0.99 | 0.99 | 0.400 | Craig & Colleen Nasello | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 31 | 460-09400 | 1 | 26 | 0.99 | 0.99 | 0.400 | Daniel Gary & Patricia Meloche | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 32 | 460-09500 | 1 | 26 | 1.47 | 1.47 | 0.596 | Dwayne Bezaire | \$ - | \$ 7.00 | \$ - | \$ 7.00 |
| 33 | 460-09700 | 1 | 27 | 0.94 | 0.50 | 0.202 | Matthew & Jill Stoyanovich | \$ - | \$ 4.00 | \$ - | \$ 4.00 |
| 36 | 460-12300 | 1 | 23 | 13.88 | 11.86 | 4.800 | Sarah Van Raay | \$ - | \$ 14.00 | \$ - | \$ 14.00 |

| Parcel No | Tax Roll No. | Con. or Plan No. | Lot or Part of Lot | Acres Owned | Acres Afft'd | Hectares Afft'd | Owner's Name | Value of Benefit | Value of Outlet | Value of Special Benefit | TOTAL VALUE |
|---|--------------|------------------|--------------------|-------------|--------------|-----------------|--|------------------|--------------------|--------------------------|--------------------|
| 37 | 460-12400 | 1 | 23 | 7.85 | 5.83 | 2.359 | Stanley & May Young | \$ - | \$ 13.00 | \$ - | \$ 13.00 |
| 38 | 460-12500 | 1 | 23 | 14.58 | 12.56 | 5.083 | Peter & Marie Mancini | \$ - | \$ 16.00 | \$ - | \$ 16.00 |
| 39 | 460-12600 | 1 | 22 | 1.00 | 0.50 | 0.202 | Phyllis Rosati | \$ - | \$ 2.00 | \$ - | \$ 2.00 |
| 40 | 460-12700 | 1 | 22 | 0.95 | 0.50 | 0.202 | Charles & Suzanne Heaton | \$ - | \$ 3.00 | \$ - | \$ 3.00 |
| 41 | 460-12800 | 1 | 22 | 0.89 | 0.50 | 0.202 | James & Michelle Monforton | \$ - | \$ 3.00 | \$ - | \$ 3.00 |
| 42 | 460-12900 | 1 | 22 | 1.25 | 0.79 | 0.320 | Mark & Carolyn Bisnett | \$ - | \$ 3.00 | \$ - | \$ 3.00 |
| 44 | 460-13100 | 1 | 22 | 0.64 | 0.32 | 0.130 | Rocco & Anne Dipierdomenico | \$ - | \$ 1.00 | \$ - | \$ 1.00 |
| 45 | 460-13200 | 1 | 22 | 0.63 | 0.22 | 0.089 | Mary Brown | \$ - | \$ 1.00 | \$ - | \$ 1.00 |
| 46 | 460-13300 | 1 | 22 | 0.64 | 0.17 | 0.069 | James & Sally Bratt | \$ - | \$ 1.00 | \$ - | \$ 1.00 |
| 47 | 460-13400 | 1 | 22 | 0.65 | 0.17 | 0.069 | Samuel & Andrea Dipasquale | \$ - | \$ 1.00 | \$ - | \$ 1.00 |
| 48 | 460-13600 | 1 | 21 | 1.65 | 0.50 | 0.202 | James Bondy | \$ - | \$ 1.00 | \$ - | \$ 1.00 |
| 49 | 460-13700 | 1 | 21 | 2.68 | 0.50 | 0.202 | Jephte St. Pierre and Ghislaine Lafontaine | \$ - | \$ 1.00 | \$ - | \$ 1.00 |
| 50 | 460-14100 | 1 | 21 | 0.95 | 0.50 | 0.202 | Elizabeth Rose Mary & Matthew Mark Meloche | \$ - | \$ 2.00 | \$ - | \$ 2.00 |
| 51 | 460-14200 | 1455 | 21 | 52.40 | 31.78 | 12.861 | Town of Amherstburg | \$ - | \$ 140.00 | \$ - | \$ 140.00 |
| 52 | 460-14300 | 1455 | 3 & 4 | 1.03 | 0.59 | 0.239 | Kenneth Jacobs | \$ - | \$ 2.00 | \$ - | \$ 2.00 |
| 53 | 460-14305 | 1455 | 5 & 6 | 0.77 | 0.77 | 0.312 | Graham & Rosemary Harris | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 54 | 460-14400 | 1455 | 7 | 0.77 | 0.77 | 0.312 | Stephen Patrick | \$ - | \$ 4.00 | \$ - | \$ 4.00 |
| 55 | 460-14500 | 1455 | 8 to 10 | 1.97 | 1.97 | 0.797 | Sarkis Raffoul and Maria Amato | \$ - | \$ 10.00 | \$ - | \$ 10.00 |
| 56 | 460-14600 | 1455 | 12 | 0.82 | 0.82 | 0.330 | Frank & Laura Vitella | \$ - | \$ 5.00 | \$ - | \$ 5.00 |
| 57 | 460-14700 | 1455 | 14 | 0.93 | 0.47 | 0.188 | Benjamin Lazarus & Athena Bassakos | \$ - | \$ 2.00 | \$ - | \$ 2.00 |
| 65 | 460-41130 | 12M517 | 63 & 67 | 17.77 | 17.77 | 7.190 | Town of Amherstburg | \$ - | \$ 294.00 | \$ - | \$ 294.00 |
| 66 | 460-41226 | 12M517 | 66 | 6.03 | 6.03 | 2.440 | Golfview Park Estate Inc. | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| 67 | 460-41316 | 12M517 | 67 | 0.13 | 0.13 | 0.053 | Golfview Park Estate Inc. | \$ - | \$ 2.00 | \$ - | \$ 2.00 |
| 68 | 460-51000 | 12M394 | 173 | 23.76 | 23.76 | 9.616 | Town of Amherstburg | \$ - | \$ 291.00 | \$ - | \$ 291.00 |
| 69 | 500-31800 | | 3 to 42 | 18.23 | 4.84 | 1.959 | Essex Terminal Railway Co | \$ - | \$ 48.00 | \$ - | \$ 48.00 |
| Total on Privately Owned - Non-Agricultural Lands..... | | | | | | | | \$ - | \$ 2,033.00 | \$ - | \$ 2,033.00 |

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

| Parcel No | Tax Roll No. | Con. or Plan No. | Lot or Part of Lot | Acres Owned | Acres Aff't'd | Hectares Aff't'd | Owner's Name | Value of Benefit | Value of Outlet | Value of Special Benefit | TOTAL VALUE |
|---|--------------|------------------|--------------------|-------------|---------------|------------------|--|------------------|--------------------|--------------------------|--------------------|
| 19 | 460-01000 | 1 | 19 to 21 | 85.41 | 30.49 | 12.339 | 1486134 Ontario Limited | \$ - | \$ 66.00 | \$ - | \$ 66.00 |
| 23 | 460-08600 | 1 | 24 | 68.77 | 55.90 | 22.622 | 1099155 Ontario Limited | \$ - | \$ 132.00 | \$ - | \$ 132.00 |
| 25 | 460-08800 | 1 | 25 &26 | 91.46 | 55.00 | 22.258 | 1099155 Ontario Limited | \$ - | \$ 102.00 | \$ - | \$ 102.00 |
| 34 | 460-11900 | 1 | 25 | 43.36 | 20.00 | 8.094 | Katherine Roth and Maurice O'Callaghan | \$ - | \$ 47.00 | \$ - | \$ 47.00 |
| 35 | 460-12100 | 1 | 23 | 14.58 | 14.58 | 5.899 | Ilie & Doina Pirvulescu | \$ - | \$ 23.00 | \$ - | \$ 23.00 |
| 43 | 460-13000 | 1 | 22 | 83.33 | 83.33 | 33.723 | Satko Manufacturing Inc. | \$ - | \$ 230.00 | \$ - | \$ 230.00 |
| Total on Privately Owned - Agricultural Lands (grantable)..... | | | | | | | | \$ - | \$ 600.00 | \$ - | \$ 600.00 |
| TOTAL ASSESSMENT | | | | | 505.37 | 204.519 | | \$ - | \$ 3,000.00 | \$ - | \$ 3,000.00 |

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1 Hectare = 2.471 Acres
D-17-095
November 11th, 2019

APPENDIX “B”

Z:\PROJECTS\DRAINAGE\2017\17095\CADD\DWG\1709551.dwg, Last Saved: 2019/11/11

WATERSHED PLAN

OF THE

CORNWALL DRAIN

IN THE

TOWN OF AMHERSTBURG (Former Township of Anderdon)

IN THE

COUNTY OF ESSEX • ONTARIO

N. J. PERALTA ENGINEERING LTD.

45 DIVISION STREET NORTH
KINGSVILLE, ONTARIO
N9Y 1E1

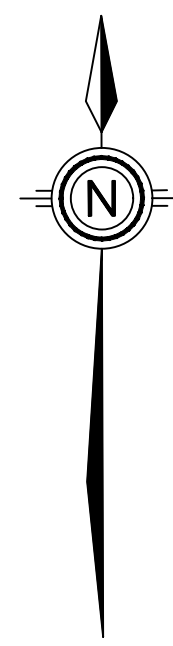
DATE: NOVEMBER 11th, 2019

TOWN OF AMHERSTBURG

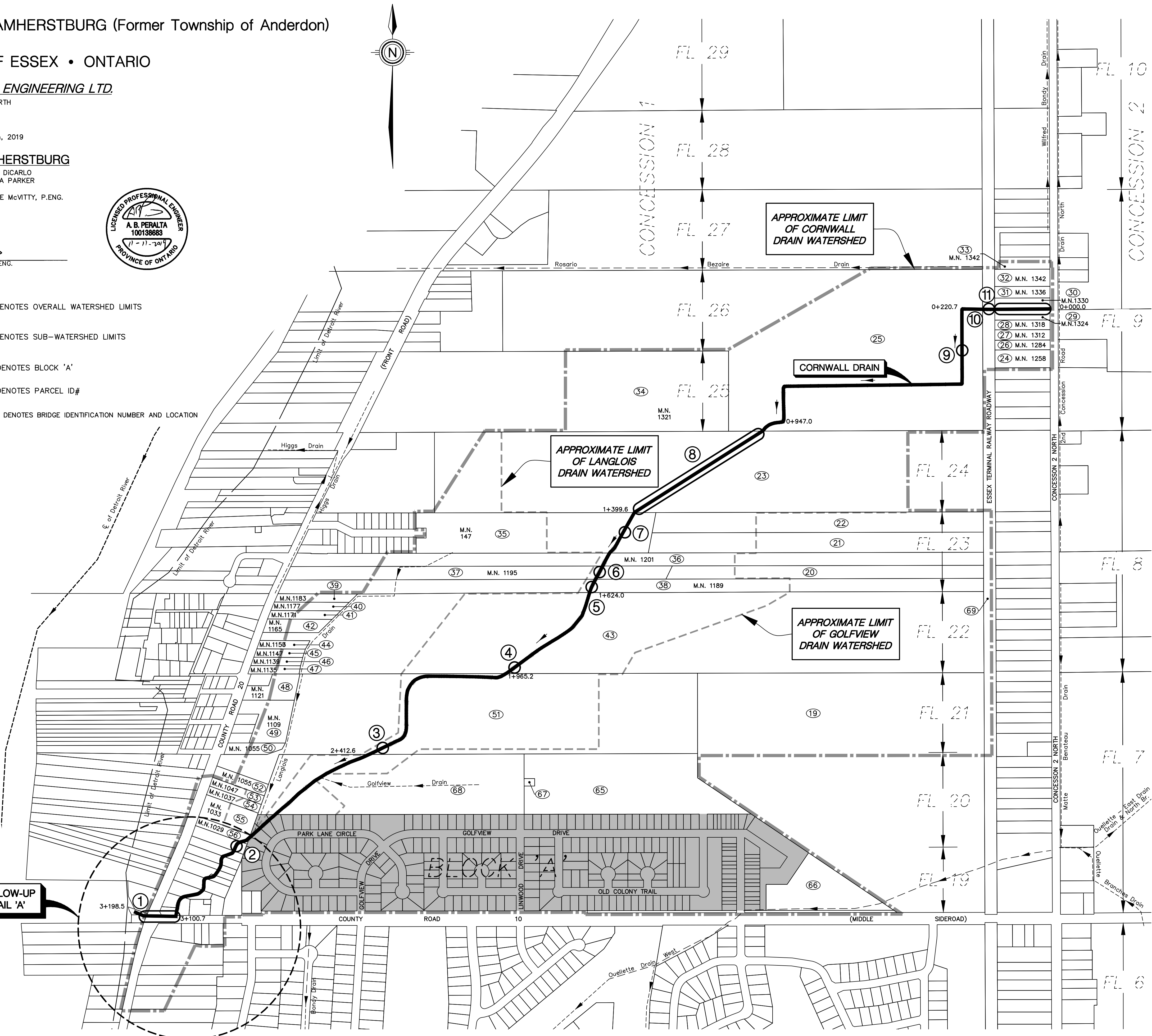
MAYOR: ALDO DICARLO
CLERK: PAULA PARKER
DRAINAGE SUPERINTENDENT: SHANE McVITTY, P.ENG.



A.B.P.
ANTONIO B. PERALTA, P.ENG.



- DENOTES OVERALL WATERSHED LIMITS
- - - DENOTES SUB-WATERSHED LIMITS
- DENOTES BLOCK 'A'
- ⊗ DENOTES PARCEL ID#
- ⊙ DENOTES BRIDGE IDENTIFICATION NUMBER AND LOCATION

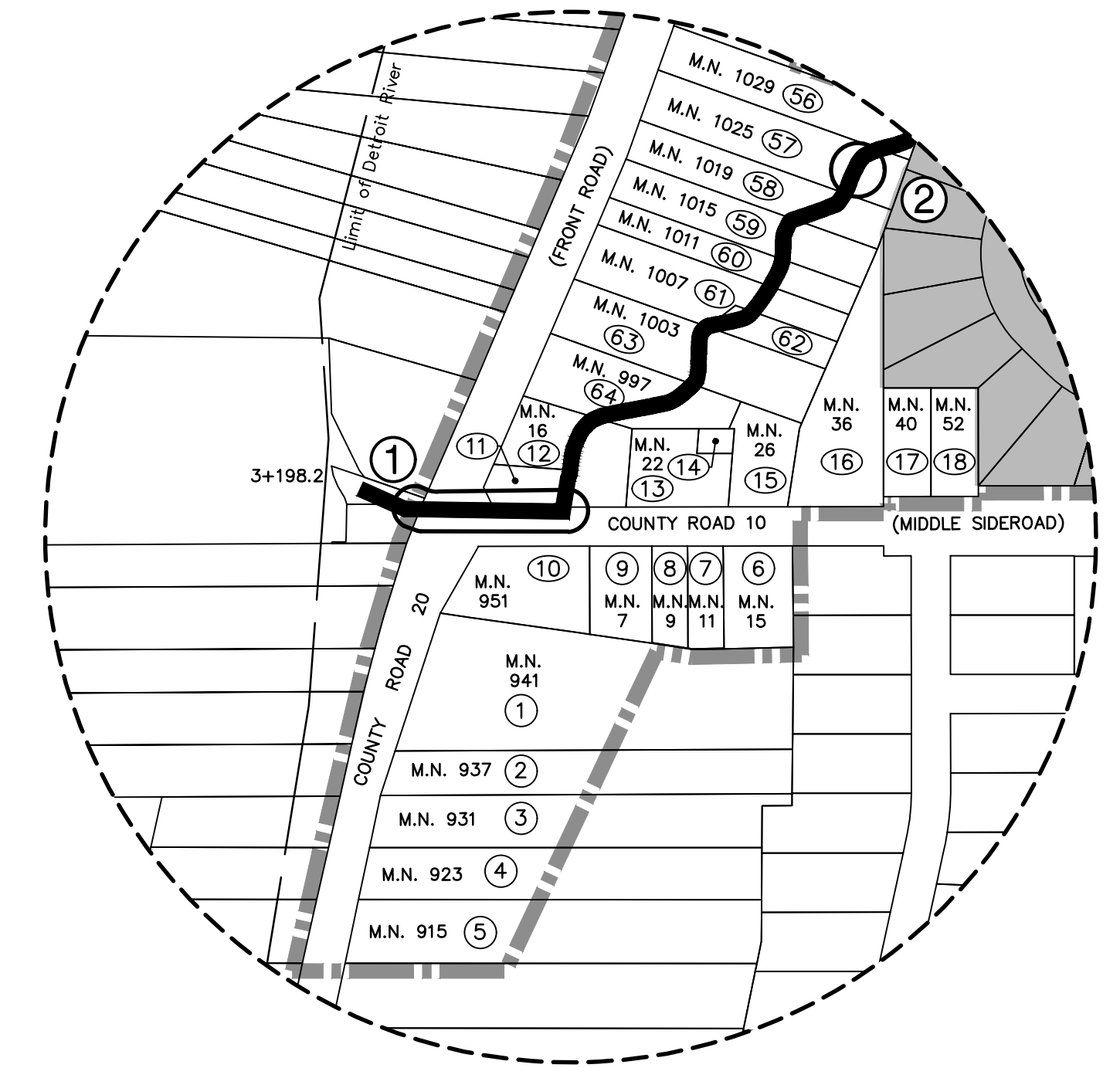


SEE BLOW-UP
DETAIL 'A'

WATERSHED PLAN
Scale = 1:5,000

ROLL INFORMATION

| AMHERSTBURG | | | | | |
|-------------|-----------|--|------------|-----------|--|
| PARCEL ID# | ROLL# | NAME | PARCEL ID# | ROLL# | NAME |
| 1 | 420-14500 | Michael Lafontaine and Manola Salvi | 34 | 460-11900 | Katherine Roth and Maurice O'Callaghan |
| 2 | 420-14505 | Peter & Gillian Draper | 35 | 460-12100 | Ilie & Doina Pirvulescu |
| 3 | 420-14600 | Christopher & Christina Blunt | 36 | 460-12300 | Sarah Van Rooy |
| 4 | 420-14700 | Richard & Michelle Hubbell | 37 | 460-12400 | Stanley & May Young |
| 5 | 420-14800 | Franca Pagliarella | 38 | 460-12500 | Peter & Marie Mancini |
| 6 | 420-62700 | Marco & Marisa Carroccia | 39 | 460-12600 | Phyllis Rosati |
| 7 | 420-62800 | Gina Laderoute | 40 | 460-12700 | Charles & Suzanne Heaton |
| 8 | 420-62850 | David & Mary Hamel | 41 | 460-12800 | James & Michelle Monforton |
| 9 | 420-62900 | John & Rose Jackson | 42 | 460-12900 | Mark & Carolyn Bisnett |
| 10 | 420-63000 | David Brown and Tetyana Katseba | 43 | 460-13000 | Satika Manufacturing Inc. |
| | | | 44 | 460-13100 | Rocco & Anne Dipierdomenico |
| | | | 45 | 460-13200 | Mary Brown |
| 11 | 460-00100 | Town of Amherstburg | 46 | 460-13300 | James & Sally Bratt |
| 12 | 460-00200 | Gary & Valerie Williamson | 47 | 460-13400 | Samuel & Andrea Dipasquale |
| 13 | 460-00300 | Gerald & Sandra Power | 48 | 460-13600 | James Bondy |
| 14 | 460-00400 | 1710690 Ontario Inc. C/O Prestressed Systems | 49 | 460-13700 | Jephte St. Pierre and Ghislaine Lafontaine |
| | | Joyce Pettit and Kim Laframboise | 50 | 460-14100 | Elizabeth Rose Mary & Matthew Mark Meloche |
| 16 | 460-00600 | Angelo & Lisa Distefano | 51 | 460-14200 | Town of Amherstburg |
| 17 | 460-00700 | Leo Petrilli and Sarah Parent | 52 | 460-14300 | Kenneth Jacobs |
| 18 | 460-00800 | Daniel Osborne and Ruthann Comeau | 53 | 460-14305 | Graham & Rosemary Harris |
| | | | 54 | 460-14400 | Stephen Patrick |
| 19 | 460-01000 | 1486134 Ontario Limited | 55 | 460-14500 | Sarkis Raffoul and Maria Amato |
| 20 | 460-08100 | Franco Di Pasquale & Felice Palumbo | 56 | 460-14600 | Frank & Laura Vitella |
| | | Aldo Pacitti | 57 | 460-14700 | Benjamin Lazarus & Athena Bassakos |
| 21 | 460-08301 | 1099155 Ontario Limited | 58 | 460-14800 | Gregory Ouellette |
| 22 | 460-08401 | Domenic Pacitti | 59 | 460-14900 | Gerald & Virginia Garant |
| 23 | 460-08600 | 1099155 Ontario Limited | 60 | 460-15000 | Valentine & Beverley Gagnon |
| 24 | 460-08750 | John Debasio and Claudina Deluca | 61 | 460-15100 | Vladimir & Jagodinka Stojkovic |
| | | | 62 | 460-15200 | Town of Amherstburg |
| 25 | 460-08800 | 1099155 Ontario Limited | 63 | 460-15300 | Anne Koitz |
| 26 | 460-08900 | Michael & Susanne Racine | 64 | 460-15400 | Michael & Deborah Ethier |
| 27 | 460-09000 | Darren & Serena Hillman | 65 | 460-41130 | Town of Amherstburg |
| 28 | 460-09100 | Christopher & Allison Colman | 66 | 460-41226 | Golfview Park Estate Inc. |
| 29 | 460-09200 | Annina Orsi | 67 | 460-41226 | Golfview Park Estate Inc. |
| 30 | 460-09300 | Craig & Colleen Nasello | 68 | 460-41316 | Golfview Park Estate Inc. |
| 31 | 460-09400 | Daniel Gary & Patricia Meloche | 69 | 460-51000 | Town of Amherstburg |
| 32 | 460-09500 | Dwayne Bezaire | | | |
| 33 | 460-09700 | Matthew & Jill Stoyanovich | | | |
| | | | 69 | 500-31800 | Essex Terminal Railway Co |



BLOW UP DETAIL 'A'
Scale = 1:3,000

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2020 - 015

By-law to provide for the New Maintenance Schedule for the Cornwall Drain based on the Drainage Report by N.J. Peralta Engineering Ltd.

WHEREAS a new maintenance schedule for the Cornwall Drain was recommended by the Drainage Superintendent and Engineering Coordinator as a result of development changes within the watershed of the drain;

WHEREAS Council of the Corporation of the Town of Amherstburg felt it necessary to appoint an engineer for the purpose of preparation of an engineer's report for a new maintenance schedule under section 76 of the Drainage Act;

WHEREAS Council of the Corporation of the Town of Amherstburg has authorized Tony Peralta, P. Eng., N.J. Peralta Engineering Ltd., to prepare a report and said report dated November 11th, 2019, can be referenced as Schedule A, as attached hereto;

AND WHEREAS the report was considered and adopted by the Amherstburg Drainage Board at the meeting held on Thursday, February 6th, 2020;

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

1. AUTHORIZATION

The attached report is adopted and the new maintenance schedule be authorized as specified in the engineer's report

Read a first and second time and provisionally adopted this 9th day of March, 2020.

MAYOR – ALDO DICARLO

CLERK – PAULA PARKER

Read a third time and finally passed this ___ day of _____, 2020.

MAYOR – ALDO DICARLO

CLERK – PAULA PARKER



**TOWN OF AMHERSTBURG
AMHERSTBURG ACCESSIBILITY ADVISORY COMMITTEE
MEETING**

**Thursday, February 27, 2020
5:00 PM**

Board Room, Town Hall 271 Sandwich Street South
Amherstburg, ON, N9V 2A5

MINUTES

PRESENT

William Whittall, Chair
Shirley Curson-Prue, Vice Chair
Tony Pietrangelo
Christine Easterbrook
Chris Drew
Angela Kelly

Kevin Fox, Staff Liaison/Recording Secretary
Frank Garardo, Manager of Planning Services

ABSENT

Robert MacMillan (Regrets)
Councillor Marc Renaud (Regrets)

1.0 CALL TO ORDER

The Secretary called the meeting to order at 5:05 p.m.

2.0 CALL FOR NOMINATIONS

2.1 Nomination of Chair

Moved By C. Drew

Seconded By S. Curson-Prue

That Bill Whittall BE APPOINTED Chair of the Amherstburg Accessibility Advisory Committee.

The Secretary put the Motion.

Motion Carried

2.2 Nomination of Vice Chair

Moved By A. Kelly

Seconded By B. Whittall

That Shirley Curson-Prue BE APPOINTED Vice Chair of the Amherstburg Accessibility Advisory Committee.

The Chair put the Motion.

Motion Carried

The Secretary turned the meeting over to the Chair.

3.0 DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

4.0 ADOPTION OF PUBLISHED AGENDA

Moved By T. Pietrangelo

Seconded By A. Kelly

That the agenda BE ADOPTED as presented.

The Chair put the Motion.

Motion Carried

5.0 ADOPTION OF MINUTES OF PREVIOUS MEETING

Moved By C. Drew
Seconded By A. Kelly

That the minutes of the Amherstburg Accessibility Advisory Committee meeting of January 23, 2020 BE ADOPTED as presented.

The Chair put the Motion.

Motion Carried

6.0 PRESENTATION

6.1 Site Plan Review – 1000 Alma Street – Frank Garardo, Manager of Planning Services

Moved By T. Pietrangelo
Seconded By C. Drew

That the Amherstburg Accessibility Advisory Committee recommends that the developer CONSIDER providing an accessible entrance at 1000 Alma Street.

The Chair put the Motion.

Motion Carried

6.2 Site Plan Review – 8728 Howard Avenue – Frank Garardo, Manager of Planning Services

Moved By C. Drew
Seconded By A. Kelly

That the Amherstburg Accessibility Advisory Committee recommends that the developer CONSIDER providing an additional parking space at 8728 Howard Avenue.

The Chair put the Motion.

Motion Carried

7.0 ORDER OF BUSINESS

7.1 Amherstburg Accessibility Advisory Committee 2020 Review of the Town of Amherstburg Multi-Year Accessibility Plan – Kevin Fox, Policy and Committee Coordinator

The Committee was provided an overview of the legislative requirements of the Town's Accessibility Plan as noted in the Integrated Accessibility Standards Regulation under the Accessibility for Ontarians with Disabilities Act, 2005 by the Policy and Committee Coordinator.

7.2 Accessible Taxi Service: Proportion of On-Demand Taxis – Kevin Fox, Policy and Committee Coordinator

Moved By C. Drew
Seconded By A. Kelly

That the Accessibility Advisory Committee recommends By-law Enforcement INVESTIGATE a means of incentivizing, regulating, or, a combination of both, to achieve a higher proportion of on-demand accessible taxis in the Town of Amherstburg.

The Chair put the Motion.

Motion Carried

8.0 UNFINISHED BUSINESS

8.1 Sidewalk and Curb Cut Repair – Kevin Fox, Policy and Committee Coordinator

The Policy and Committee Coordinator indicated that an emergency repair had been provided to temporarily rectify the situation identified and that a more thorough repair would occur in the future.

8.2 Accessibility Design Standards – Christine Easterbrook

C. Easterbrook requested that the Chief Building Official attend a future meeting of the Amherstburg Accessibility Advisory Committee to discuss Accessibility Design Standards such as those enacted in London, Ontario.

8.3 Unfinished Business List – Shirley Curson-Prue

Moved By S. Curson-Prue

Seconded By C. Easterbrook

That the Amherstburg Accessibility Advisory Committee agenda INCLUDE an unfinished business list.

The Chair put the Motion.

Motion Carried

9.0 NEW BUSINESS

9.1 Amherstburg Accessibility Statistics Reporting – Tony Pietrangelo

T. Pietrangelo requested that administration investigate whether there are any local accessibility statistics or demographics.

9.2 WCAG 2.0 Level AA Website Compliance for January 1, 2021 – Kevin Fox, Policy and Committee Coordinator

The Policy and Committee Coordinator provided the committee with the WCAG 2.0 Level AA Standards document, resources for checking website accessibility and asked that committee members review the website and provide suggestions and comments at the next meeting.

Moved By C. Drew

Seconded By C. Easterbrook

That a web and accessibility professional PROVIDE advice to the Committee.

The Chair put the Motion.

Moved By S. Curson-Prue

Seconded By A. Kelly

That request for a web and accessibility professional to provide advice to the Committee BE DEFFERRED to the next meeting.

The Chair put the Motion.

Motion Carried

9.3 Amherstburg Accessibility Advisory Committee 2021 Budget – Kevin Fox, Policy and Committee Coordinator

The Policy and Committee Coordinator provided the committee with the Amherstburg Accessibility Advisory Committee 2020 Budget and asked that members provide any input at the next meeting.

9.4 Amherstburg Accessibility Advisory Committee Professional Development – Kevin Fox, Policy and Committee Coordinator

The Policy and Committee Coordinator asked that the Amherstburg Accessibility Advisory Committee review available opportunities and provide input at the next meeting.

10.0 NEXT MEETING

The next meeting of the Amherstburg Accessibility Advisory Committee is March 26, 2020 at 5 p.m. in the Board Room of Town Hall.

11.0 ADJOURNMENT

Moved By A. Kelly
Seconded By T. Pietrangelo
That the meeting adjourn at 6:50 p.m.

The Chair put the Motion.

Motion Carried

**Committee Chair
William Whittall**

**Committee Coordinator
Kevin Fox**

Duties of municipalities, accessible taxicabs

79. (1) Every municipality shall consult with its municipal accessibility advisory committee, where one has been established in accordance with subsection 29 (1) or (2) of the Act, the public and persons with disabilities to determine the proportion of on-demand accessible taxicabs required in the community. O. Reg. 191/11, s. 79 (1).

(2) Every municipality shall identify progress made toward meeting the need for on-demand accessible taxicabs, including any steps that will be taken to meet the need, in its accessibility plan required under Part I. O. Reg. 191/11, s. 79 (2).

(3) Revoked: O. Reg. 165/16, s. 13.

(4) In this section,

“accessible taxicab” means an accessible taxicab as defined in section 1 of Regulation 629 of the Revised Regulations of Ontario, 1990 (Vehicles for the Transportation of Physically Disabled Persons) made under the *Highway Traffic Act*. O. Reg. 191/11, s. 79 (4).

Duties of municipalities, taxicabs

80. (1) Any municipality that licenses taxicabs shall ensure that owners and operators of taxicabs are prohibited,

(a) from charging a higher fare or an additional fee for persons with disabilities than for persons without disabilities for the same trip; and

(b) from charging a fee for the storage of mobility aids or mobility assistive devices. O. Reg. 191/11, s. 80 (1).

(2) Any municipality that licenses taxicabs shall ensure that owners and operators of taxicabs place vehicle registration and identification information on the rear bumper of the taxicab. O. Reg. 191/11, s. 80 (2).

(3) Any municipality that licenses taxicabs shall ensure that owners and operators of taxicabs make available vehicle registration and identification information in an accessible format to persons with disabilities who are passengers. O. Reg. 191/11, s. 80 (3).

(4) The information in subsection (2) shall meet the requirements of subsection 58 (3). O. Reg. 191/11, s. 80 (4).

(5) Revoked: O. Reg. 165/16, s. 13.

Unfinished Business List - eScribe as at February 24, 2020

| Agenda Item | Assigned To | Comment | Description | Date |
|--|---|--|--|-----------|
| Print-to-Braille Accessibility for Municipalities - Emmanuel and Rebecca Blaevoet, Tactile Vision Graphics | Paula Parker | As per the Procurement Policy 3 quotes need to be obtained for this endeavor. Based on this it is anticipated to have information for Council for the 2021 budget considerations | 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. | 13-Aug-18 |
| NEW BUSINESS | Mark Galvin, Angelo Avolio | Reviewing best practices and comparator municipalities. Anticipate Council report for 1st quarter 2020. | 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. | 10-Sep-18 |
| NEW BUSINESS | Nicole Rubli, Mark Galvin | 20190227 - awaiting LPAT decision. RTC will cover full animal control by-law. Public Consultation Meeting was held May 14th, 2019 for Animal control By-law including kennels. Anticipate report to Council in 2020. | 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. | 10-Sep-18 |
| Feasibility of Developing a Fee for Planting Trees on Public Land | Mark Galvin, Rebecca Belanger | Report to Council with background and Administrative recommendation. Anticipated for Winter 2020. Examining impact of Bill 108 on fees related to parkland. | 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. | 23-Oct-18 |
| UNFINISHED BUSINESS | Nicole Rubli | First public consultation scheduled for May 14th. Anticipate report to Council first quarter of 2020. | Resolution # 20181023-356 Fryer/Courtney That Administration BE DIRECTED to bring the report regarding urban chickens along with permit fees for Council's consideration. | 23-Oct-19 |
| Off-Road Vehicle Use on Municipal Roadways - Kevin Schmidt and Shawn Ellenberger, Essex County ATV Club | Nicole Rubli, Mark Galvin | Meeting held with County and ERCA Administration. Anticipate report to Council in Fall 2019 Administration will hold this report until the regulations associated with Bill 107 are passed by the Province, in speaking with AMO Policy Advisor this is expected in 2020. | Resolution # 20190325-202 Prue/Renaud That Administration continue to work with the Essex County ATV Club, the County of Essex, ERCA, and the Police to find a possible trial area for off-road vehicle use. | 25-Mar-19 |
| NEW BUSINESS | Eric Chamberlain, Antonietta Giofu | This will be a long term plan for the downtown core/future developments. Pending outcome of EA process (former Duffy's property) and progress of new developments (i.e. hotel), could affect timing of this report and recommendations presented to Council. Council Resolution #20180212-38 notes: "A downtown core parking study, with funding to be allocated in a future year budget, after the completion of the development of the former Duffy lands BE SUPPORTED." Estimated timing per Development Charge Study is 2020-2021. | Resolution # 20190408-238 Prue/McArthur That Administration BE DIRECTED to prepare a report regarding angled parking on the west side of Dalhousie Street from Richmond Street to Gore Street with the possibility of one-way traffic going south bound. | 08-Apr-19 |
| Big Creek Wildlife Awareness Signage | Antonietta Giofu, Frank Garardo, Phil Roberts | Signs have been ordered - expected delivery July 2019. Installation planned for August 2019. - Installation of signs is complete. The development of an ecotourism and wildlife awareness strategy will first require the assembly of a scope of work, including a review of current and required opportunities, infrastructure and partnerships. As a budget item for councils consideration for 2020 will be the engagement of a consultant to help formulate that strategy. As for the comparison of statistics, the data collected from the original report were identified as "informal"; Administration with the support of interested members of the public will continue to collect data informally and report back to council after a sufficient period of time post sign placement but not before June 1, 2020. With that Council can consider engaging in a scientific data collection methodology to support the effectiveness of the awareness signage. | Resolution # 20190624-TBD Prue/McArthur That the report from the Director of Parks, Facilities, Recreation and Culture and the Director of Engineering and Public Works dated June 5, 2019, BE RECEIVED; That Administration BE DIRECTED to develop an ecotourism and wildlife awareness strategy for future consideration as it relates to the upcoming Official Plan; That \$2440.00 BE SPENT from the existing budget to erect 16 hybrid signs with graphics in the locations identified surrounding the Big Creek Watershed; and, That Administration COMPARE statistics after the signs are erected to determine if the loss of wildlife has been reduced. | 24-Jun-19 |
| NEW BUSINESS | Paula Parker | In Progress - Anticipated report to Council March 25, 2020 | Resolution # 20190812-420 Courtney/Prue That Administration BE DIRECTED to re-evaluate the Towns election system and a report be brought back with options including at-large, ward or a hybrid approach to the 2022 Election for Councils consideration. | 12-Aug-19 |

Unfinished Business List - eScribe as at February 24, 2020

| Agenda Item | Assigned To | Comment | Description | Date |
|--|--|--|---|-----------|
| NEW BUSINESS | Anne Rota, Phil Roberts | | Resolution # 20190909-447 Simone/Meloche That: Administration BE DIRECTED to prepare a report exploring the economics, rationale and feasibility of introducing other festivals and events within the Town of Amherstburg for Council consideration in the 2020 Operating Budget; Administration BE DIRECTED to look at all possible venues within the Town of Amherstburg to hold events/festivals. | 09-Sep-19 |
| NEW BUSINESS | Justin Rousseau, Cheryl Horrobin, Paula Parker | Letter sent October 10, 2019 to the Miracle League of Amherstburg regarding the issuance of official receipts for eligible cash donations to the Town designated for use toward the Town-owned miracle league baseball diamond. Policy work in progress by the Corporate Services Dept. | Resolution # 20190909-446 McArthur/Meloche That: Administration BE DIRECTED to reach out to the Miracle League to advise them of the charitable number that is available to them; and, A policy BE DEVELOPED outlining the use of charitable numbers for other organizations. | 09-Sep-19 |
| NEW BUSINESS | Paula Parker | Anticipate report to Council December 2019 Policy amendments in progress by the Corporate Services Dept. | Resolution # 20191015-495 Courtney/Prue That Administration BE DIRECTED to amend the Accounts Receivable Collections Policy by removing # 6.7.4.1 (a) & (b) and revising (c) to read any write offs that proceed past the collection fees BE PRESENTED to Council on how to proceed and that the amended policy be brought back to Council for consideration. | 15-Oct-19 |
| NEW BUSINESS | Antonietta Giofu, Mark Galvin, Frank Garardo | Administration compiling information. Anticipate report to Council in 1st quarter 2020. | Resolution # 20191015-497 Prue/Simone That Administration BE DIRECTED to bring back a report regarding the finalization of the development of the north end of Boblo Island with the intent to enforce the by-law and development agreement relating to roads, sidewalks, curbs, and lighting, and to outline all municipal costs, if any. | 15-Oct-19 |
| Parking on Windermere Place - Mark & Heidi Olivito and Lisa Carnelos, Windermere Place Residents | Antonietta Giofu | Administration is gathering information and working with residents to determine feasibility. Estimated completion summer 2020. | Resolution # 20191028-508 Prue/Simone That: The delegation BE RECEIVED; The neighbours be encouraged to work with Administration on a Local Improvement Plan; and, A report BE BROUGHT back if the issue cannot be resolved. | 28-Oct-19 |
| Climate Change Emergency Declaration - Councillor McArthur | Tammy Fowkes, Dawn Morencie | | Resolution # 20191112-535 McArthur/Prue WHEREAS the Windsor-Essex County Environment Committee is sounding the alarm and urging the City of Windsor and the County of Essex to declare Climate Emergencies and work together to reduce emissions; and WHEREAS more than 444 Canadian municipalities (including Chatham- Kent, London, Sarnia, Hamilton, St. Catharines, Guelph, Kingston, Kitchener and the Waterloo Region) have declared | 12-Nov-19 |
| 2020 BUDGET DELIBERATIONS | Phil Roberts | To go before the Parks and Recreation Advisory Committee for a second time on March 11, 2020 | Resolution # 20191119-TBD Prue/Renaud That: 1. \$75,000 proposed in PARKS CAP-6 to fund capital upgrades at Warren Mickle Park BE AMENDED to \$75,000 to be transferred into the Parks Reserve; and, 2. The Parks and Recreation Advisory Committee PROVIDE a recommendation on its use. | 19-Nov-19 |
| 2020 BUDGET DELIBERATIONS | John Miceli | Report to follow Service Delivery Review | Resolution # 20191119-TBD Meloche/McArthur That Administration BE DIRECTED to bring back a report on the organizational structure of the Engineering and Public Works department prior to any further request for staffing. | 19-Nov-19 |
| 2020 BUDGET DELIBERATIONS | John Miceli | Report to follow Service Delivery Review | Resolution # 20191119-TBD Meloche/Simone That Administration BE DIRECTED to bring back a report on the strategic use of 99 Thomas Road. | 19-Nov-19 |
| 2020 BUDGET DELIBERATIONS | John Miceli | Report to follow Service Delivery Review | Resolution # 20191119-TBD Meloche/McArthur That an internal departmental review of Corporate Services BE BROUGHT to Council for consideration. | 19-Nov-19 |

Unfinished Business List - eScribe as at February 24, 2020

| Agenda Item | Assigned To | Comment | Description | Date |
|---|----------------------------------|---|---|-----------|
| 2020 BUDGET DELIBERATIONS | Phil Roberts | Administration will solicit quotes for fence improvements around Town Hall with an upset limit of \$5,000.00 and report back to Council with options provided by vendors. | Resolution # 20191119-TBD Prue/McArthur That : 1. \$25,000 proposed in FAC-CAP-3 BE REDUCED to \$5,000;and, 2. Administration provide a report on any additional expenses required. | 19-Nov-19 |
| Economic Development Advisory Committee Minutes - November 14, 2019 | John Miceli, Paula Parker | Anticipate report to Council Spring 2020. | Resolution # 20191125-554 Prue/Simone That Administration EXPLORE opportunities for safe public access to the grounds of Belle Vue with a report provided to Council regarding same. | 25-Nov-19 |
| UNFINISHED BUSINESS | Justin Rousseau, Cheryl Horrobin | | Prue/Simone Resolution # 20191125-555 That the following items 1-9 BE CONSIDERED in a staff report back to Council in the new year prior to 2021 Budget: Previous year's actuals should be contained in budget charts both in dollar and percentage variance; Consolidated schedule of reserves listing both monies coming in and those expended for both capital and operations; Bench marks comparison based on each \$100,000 of property value not just on the average household; An analysis by type (salaries, benefits, consultants, supplies, etc.) aligning with audited statements; Reserve analysis for the preceding (4) four years indicating balances; Establish a target percentage of the budget to fund reserves; Black and red fonts used instead of current brackets; The public consultation meeting be Chaired by a member of Council with well established rules, time limits, and policies to eliminate rowdyism; Council to have input on possible tax increases prior to budget release; Schedule an open mic meeting with residents in May 2020; and, Supply copies of the budget without applying the user fees | 25-Nov-19 |
| NEW BUSINESS | Justin Rousseau, Cheryl Horrobin | Report will follow the 2019 year end | Resolution # 20191209-TBD Courtney/Meloche That Administration BE DIRECTED to bring back an information report which outlines the 2020 budget with actuals from 2019 final 4th quarter results. | 09-Dec-19 |
| NEW BUSINESS | Antonietta Giofu | Engineer has been retained. Data is currently being collected. Report to Council expected April 2020. | Resolution # 20191209-TBD McArthur/Prue That Administration BE DIRECTED to investigate the feasibility of a 4-way stop at Pickering Drive and Cherrylawn Crescent, at the intersection closest to Sandwich Street South. | 09-Dec-19 |
| NEW BUSINESS | Phil Roberts | Council approved a Joint Use Agreement with the Greater Essex County District School Board which would not exclude use of interior or exterior recreational features once the new high school is completed. Administration has presented to the GECDSSB wants and needs which have been received as part of their public consultation process. A report to Council will follow the outcome of the formal site plan control process, date unknown. | Resolution # 20191209-TBD Courtney/Prue That Administration BE DIRECTED to contact the Greater Essex County District School Board in regards to Joint Use Agreements with existing infrastructure and any opportunities that may exist with the new high school, namely exterior recreational infrastructure, before final drawings/concepts are presented; and further, that a report be brought back to Council. | 09-Dec-19 |
| UNFINISHED BUSINESS | Dawn Morencie | | Resolution # 20200113-016 Courtney/Prue That Unfinished Business Items requiring further action of Council remain on the Unfinished Business List until completed. | 13-Jan-20 |
| Opposing SunParlour R/C Flyers Noise Exemption Request - Tom and Mary Bateman | Nicole Rubli | | Resolution # 20200113-004 Prue/Simone That Administration BE DIRECTED to bring back a report with an amendment to Section 3 of Noise By law 2001-43. | 13-Jan-20 |
| City of Pickering - Addressing Growing Municipal Liability and Insurance Costs | Tammy Fowkes, Dawn Morencie | | Resolution # 20200113-013 Prue/Simone That the AMO submission to the Attorney General of Ontario regarding Addressing Growing Municipal Liability and Insurance Costs BE SUPPORTED. | 13-Jan-20 |
| NEW BUSINESS | John Miceli, Paula Parker | | Resolution # 20200113-017 McArthur/Courtney The Administration BE DIRECTED to contact the Essex County Nurse Practitioner Led Clinic (ECNPLC) to understand their request for Municipal representation on their Community Advisory Committee. | 13-Jan-20 |
| Live Music on Legion Patio from May to October - Laurie Cavanaugh, President, Royal Canadian Legion, Fort Malden Branch 157 | Nicole Rubli | | Resolution # 20200113-006 McArthur/Prue That Administration BE DIRECTED to amend Noise By-law 2001-43 to allow commercial properties with patios to request seasonal exemptions to allow for outdoor music and to allow a reading of 70 decibels from the source of where music is produced. | 13-Jan-20 |

Unfinished Business List - eScribe as at February 24, 2020

| Agenda Item | Assigned To | Comment | Description | Date |
|--|-----------------------------|--|---|-----------|
| Active Transportation within the Town of Amherstburg - The Cozmic Queenz | Phil Roberts | Administration has requested that the Cozmic Queenz present to the Mayor's Youth Advisory Committee as the committee previously identified an interest in active transportation initiatives and will be forwarding a recommendation for the placement of a trail bike storage locker within Amherstburg. | <p>Resolution # 20200127-022 Prue/McArthur That:</p> <p>The presentation by the Cozmic Queenz regarding Active Transportation in the Town of Amherstburg BE SENT to the County of Essex and all Ontario municipalities; and, Administration BE DIRECTED to bring back a report regarding the availability of bike racks within the Town and the feasibility of motorized scooters for public use.</p> | 27-Jan-20 |
| Kingsbridge Subdivision Parkland Conveyance | Phil Roberts, Frank Garardo | From these deliberations Administration will develop a report to Council on current availability of all bike infrastructure, feasibility of motorized scooters and identify opportunities for improvements. | <p>Resolution # 20200127-029 McArthur/Simone - amended motion That:</p> <p>The amended method of meeting parkland dedication requirements for the full Kingsbridge Subdivision development as outlined in the report from the Manager of Planning dated January 22, 2020 BE APPROVED;</p> <p>The conveyance of Parts 5 and 12 on the draft 12R plan (2.67 hectares) to 1078217 Ontario Limited in exchange for cash in lieu of parkland in the amount of \$66,170 BE APPROVED and the funds BE COMMITTED for use solely at Pat Thrasher Park;</p> <p>Part 6 on the draft 12R Plan (2.02 hectares) BE DESIGNATED as conservation lands and Administration BE DIRECTED to bring related amendment to the Zoning By-law (1999-52 as amended);</p> <p>Administration BE DIRECTED to explore opportunities for future development and upgrades to Pat Thrasher Park in consultation with the Parks and Recreation Advisory Committee and via community engagement.</p> | 27-Jan-20 |
| Refreshment Vehicle By-law Amendments and Operation on Town-owned Parkland | Nicole Rubli | Recommendations from the committee will go before council with due process. | <p>Resolution # 20200127-025 Prue/McArthur - original recommendation with (2) amendments added: That:</p> <p>The proposed by-law amendment regarding a required 100 meter set back from a Public Event BE REMOVED from amending By-law 2020-006; and, All concerns relating to Refreshment Vehicles BE REVIEWED before years end.</p> | 27-Jan-20 |

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2020-020

A By-law to stop up, close and sell the road allowance described as Part of the original road allowance between Lot 6, Concession 1 and Lot 20, Concession 2, lying between the road allowance between Concession 1 & Concession 2 and Concession 1 & Concession 3, Amherstburg; save and except Parts 1 & 2 Plan 12R-21805 and described more particularly as PIN 70570-0661

WHEREAS the Council of the Corporation deems it expedient to close the road allowance described as Part of the original road allowance between Lot 6, Concession 1 and Lot 20, Concession 2, lying between the road allowance between Concession 1 & Concession 2 and Concession 1 & Concession 3, Amherstburg; save and except Parts 1 & 2 Plan 12R-21805 and described more particularly as PIN 70570-0661 and to sell the closed road allowance to the owner of the land abutting same.

AND WHEREAS by virtue of the provisions of Section 34 of the Municipal Act 2001, R.S.O. 2001, c 25, as amended, a by-law permanently closing a highway, does not take effect until a certified copy of the by-law is registered in the appropriate Land Registry Office.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the road allowance described as Part of the original road allowance between Lot 6, Concession 1 and Lot 20, Concession 2, lying between the road allowance between Concession 1 & Concession 2 and Concession 1 & Concession 3, Amherstburg; save and except Parts 1 & 2 Plan 12R-21805 and described more particularly as PIN 70570-0661 in the Town of Amherstburg, in the County of Essex be and the same is hereby **stopped up and closed**.

PROVIDED that all costs and expenses incurred in connection with this matter be borne by The Corporation of the Town of Amherstburg.

2. Upon completion of the closing of the road allowance more particularly described in Section 1 herein, that the road allowance so closed be sold to the owner of the abutting property legally described as PIN 70570-0349 at a sale price of \$1.00 plus HST as applicable and receipt of Part Lot 20, Concession 2, being Part 1 Plan 12R-27567.
3. It is hereby confirmed the lands described in Section 1 herein are surplus to the needs of the Corporation.
4. The Mayor and Clerk of the Corporation be and are hereby authorized to do all acts and sign all documents which may be necessary to complete the sale of the said road allowance so closed as provided herein, and to otherwise carry out the intent of this By-law.
5. This By-law shall come into force and take effect after the final passing thereof on the date upon which the By-law is registered in the Land Registry Office in the County of Essex (No.12).

READ a first, second and third time and FINALLY PASSED this 9th day of March 2020.

MAYOR-ALDO DICARLO

CLERK- PAULA PARKER

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2020-022

**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 March 9th, 2020, 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 9th day of March, 2020.

MAYOR – Aldo DiCarlo

CLERK – Paula Parker