



**TOWN OF AMHERSTBURG  
COUNCIL MEETING  
AGENDA  
ELECTRONIC PARTICIPATION**

**Monday, June 22, 2020  
6:00 PM**

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

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	<b>Pages</b>
1. CALL TO ORDER	7
2. ROLL CALL	
3. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF	
4. REPORT OUT FROM SPECIAL IN-CAMERA SESSION - June 8, 2020	

## 5. MINUTES OF PREVIOUS MEETING

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

### 5.1 Regular Council Meeting Minutes - March 9, 2020

10

## 6. DELEGATIONS

### 6.1 Request for 4-way Stop Sign at Cherrylawn and Pickering - Katherine Meloche

23

That the delegation **BE RECEIVED**.

## 7. REPORTS – CORPORATE SERVICES

### 7.1 Investing in Canada Infrastructure Program (ICIP) - Rural and Northern Communities Funding Stream Grant Transfer Payment Agreement

27

It is recommended that:

1. Authorization **BE GIVEN** to enter into a Transfer Payment Agreement with the Ministry of Agriculture, Food and Rural Affairs under the Investing in Canada Infrastructure Program – Rural and Northern Stream (ICIP) for funding of up to \$2,874,885 toward Reconstruction of Bridge 3012 – 5<sup>th</sup> Concession North over River Canard at an estimated total project cost of \$3,450,000 including net HST;
2. A capital expenditure not to exceed \$3,050,000 including net HST **BE APPROVED** as a first charge to the 2021 Budget for construction of Bridge No 3012, to be funded from the ICIP and a transfer from the Reserve Fund General; and,
3. **By-law 2020-038** being a by-law to enter into an agreement with the Ministry of Agriculture, Food and Rural Affairs funding **BE TAKEN** as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

## 8. REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE

There are no reports at this time.

## 9. REPORTS – ENGINEERING AND PUBLIC WORKS

### 9.1 Placement of Underground Infrastructure, Curbs and Base Asphalt on Maintenance – Kingsbridge Subdivision Phase 5A 95

It is recommended that:

1. The recommendations of the consulting engineer, Baird AE regarding the Placement of Underground Infrastructure, Curbs and Base Asphalt on Maintenance – Kingsbridge Subdivision Phase 5A **BE ACCEPTED**; and,
2. The underground infrastructure, base asphalt and curbs for Kingsbridge Subdivision Phase 5A **BE PLACED** on a 1-year maintenance period, commencing June 5, 2020.

### 9.2 Placement of Underground Infrastructure, Curbs and Base Asphalt on Maintenance – Kingsbridge Subdivision Phase 9B 120

It is recommended that:

1. The recommendations of the consulting engineer, Baird AE regarding the Placement of Underground Infrastructure, Curbs and Base Asphalt on Maintenance – Kingsbridge Subdivision Phase 9B **BE ACCEPTED**; and,
2. The underground infrastructure, base asphalt and curbs for Kingsbridge Subdivision Phase 9B **BE PLACED** on a 1-year maintenance period, commencing June 4, 2020.

### 9.3 Placement of Kingsbridge Sanitary Trunk Sewer on Maintenance 125

It is recommended that:

1. The recommendations of the consulting engineer, Baird AE regarding the Placement of the Kingsbridge Sanitary Trunk Sewer on Maintenance **BE ACCEPTED**; and,
2. The Kingsbridge Sanitary Trunk Sewer **BE PLACED** on a 1-year maintenance period, commencing May 31, 2020.

#### 9.4 Fryer Street Reconstruction – Alma Street to Simcoe Street - Engineering Services

129

It is recommended that:

1. The proposal from Dillon Consulting Limited for Fryer Street Reconstruction (Alma St to Simcoe St) Engineering Services **BE ACCEPTED**;
2. An over-expenditure not to exceed \$19,488, including net HST, for Fryer St Reconstruction (Alma St. to Simcoe St) Engineering Services, for a total project cost of \$139,488 including net HST, **BE APPROVED**;
3. The over-expenditure of \$19,488 **BE FUNDED** from taxation, with any surplus/deficit resulting from taxation funded operations to be addressed through recommendations in the year end (Q4) variance report; and,
4. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Dillon Consulting Limited for Engineering Services - Fryer Street Reconstruction for a total not to exceed \$137,075 plus applicable taxes.

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

There are no reports at this time.

#### 11. REPORTS - CAO's OFFICE

##### 11.1 Disposition of Surplus Property Policy – Amendment

145

It is recommended that:

1. The Disposition of Surplus Property Policy **BE AMENDED** as presented.

**11.2 At-large vs. Ward System Elections 162**

It is recommended that:

1. The report from the Municipal Clerk regarding At-large vs. Ward System Elections **BE RECEIVED** and no further action be taken; **OR**
2. Option 2 **BE APPROVED**; and,
3. **By-law 2020-037** being a By-law to Establish Ward Boundaries in the Town of Amherstburg be taken as having been read a first and second time and the Mayor and Clerk **BE AUTHORIZED** to sign same.

**12. INFORMATION REPORTS**

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

**12.1 Traffic Study – 4 Way Stop – Pickering and Cherrylawn 184**

*(As deferred from the June 8th, 2020 - Regular Council Meeting)*

**12.2 Monthly Fire Department Activity Report – May 2020 199**

**13. CONSENT CORRESPONDENCE**

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

**13.1 Amherstburg Policing Activities - 2nd Quarter 204**

**13.2 Spread of COVID-19 in Farm Worker Population - Town of Essex Resolution 205**

**13.3 Planning Act, End of Temporary Extension - Ministry of Municipal Affairs and Housing 208**

**13.4 Broadband Access - Grey County Resolution 210**

**13.5 Letter of Support for Long Term Care Funding and Commission - Chatham-Kent Resolution 212**

**13.6 Support Letter for Alzheimer Society - Chatham-Kent Resolution 214**

**14. UNFINISHED BUSINESS**

14.1 Unfinished Business List as at June 22, 2020 220

**15. NEW BUSINESS**

**16. NOTICE OF MOTION**

There are no Notices of Motion.

**17. BY-LAWS**

17.1 By-law 2020-039 - Confirmatory By-law 224

That **By-law 2020-039** being a by-law to Confirm all Resolutions of the Municipal Council Meeting held on June 22nd, 2020, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

**18. ADJOURNMENT**

That Council rise and adjourn at p.m.

# JULY 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			<p>1</p>  <p><b>CANADA DAY!</b> Municipal Offices Closed</p> <p>← Wednesday Garbage Collection will be picked up Tuesday, June 30<sup>th</sup></p>	2	3	<p>4</p> <p>Friday Recycle will be picked up Saturday, July 4<sup>th</sup></p>  <p>→</p>
5	<p>6</p> <p>Yard Waste North Zone</p> 	7	8	9	10	11

12	<p>13</p> <p>Regular Council Meeting Town Hall, Council Chambers 6:00 p.m. Yard Waste South Zone</p> 	14	15	16	17	18
19	<p>20</p> <p>Yard Waste North Zone</p> 	21	22	<p>23</p> <p>White Goods Pick Up (Last day to call for a pick up is July 17th)</p> 	24	25
26	<p>27</p> <p>Yard Waste South Zone</p> 	<p>28</p> <p>Committee of Adjustment Meeting Town Hall, Council Chambers 7:30 am</p>	29	30	<p>31</p> <p><b>TAX DUE DATE</b></p>	



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**TOWN OF AMHERSTBURG  
REGULAR COUNCIL MEETING**

**Monday, March 9, 2020  
6:00 PM**

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

**MINUTES**

**PRESENT**

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

Giovanni (John) Miceli, CAO  
Paula Parker, Clerk  
Nicole Rubli, Deputy Clerk

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**CALL TO ORDER**

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

**NATIONAL ANTHEM**

**DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF**  
*(Public Council Meeting Agenda Items)*

There were no disclosures of pecuniary interest noted.

## PRESENTATIONS

### 4.1 ERCA 2019 Annual Report - Richard Wyma, ERCA General Manager/Secretary-Treasurer

Resolution # 20200309-082

**Moved By** Councillor Simone  
**Seconded By** Councillor Prue

**That the presentation BE RECEIVED.**

The Mayor put the Motion.

**Motion Carried**

## DELEGATIONS

### 5.1 Amherstburg Dog Park Initiative - Alexandra Traubert

The delegate was not present and the delegation was not heard.

## REPORTS – CORPORATE SERVICES

### 6.1 Amendments to Accounts Receivable - Collections Policy

Resolution # 20200309-083

**Moved By** Councillor McArthur  
**Seconded By** Councillor Renaud

**That 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.**

The Mayor put the Motion.

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

**Motion Carried**

Resolution # 20200309-084

**Moved By** Councillor Courtney  
**Seconded By** Councillor 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 that any write offs that proceed past the collections phase BE PRESENTED to Council on how to proceed and that the amended policy be brought back to Council for consideration.**

The Mayor put the Motion.

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

**Motion Failed**

Resolution # 20200309-085

**Moved By** Councillor Simone  
**Seconded By** Councillor Prue

**That the Accounts Receivable – Collections Policy BE AMENDED to include that a line item with respect to any write-offs over \$5000 BE INCLUDED in the quarterly variance reports.**

The Mayor put the Motion.

**Motion Carried**

**6.2 Court Security Prisoner Transportation Program - 2020 Funding Agreement**

Resolution # 20200309-086

**Moved By** Councillor Simone  
**Seconded By** Councillor Renaud

**That 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.**

The Mayor put the Motion.

**Motion Carried**

**6.3 Municipal Modernization Program - Transfer Payment Agreement**

Resolution # 20200309-087

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Simone

**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.**

The Mayor put the Motion.

**Motion Carried**

**REPORTS – PARKS, FACILITIES, RECREATION AND CULTURE**

There were no reports.

**REPORTS – ENGINEERING AND PUBLIC WORKS**

There were no reports.

## REPORTS – PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES

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

Deputy Mayor Meloche moved the motion with an amendment to name the Alcohol and Gaming Corporation of Ontario (AGCO) as the single regulator of cannabis and that the Special Occasion Permits should not include alcohol and cannabis to be consumed in the same event location.

Resolution # 20200309-088

**Moved By** Deputy Mayor Meloche

**Seconded By** Councillor McArthur

**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. **Administration INCLUDE the Town’s suggestion in the feedback form to have the Alcohol and Gaming Corporation of Ontario (AGCO) as the single regulator of cannabis; and,**
3. **Administration INCLUDE the Town’s suggestion in the feedback form that the Special Occasion Permits should not include alcohol and cannabis to be consumed in the same event location.**

The Mayor put the Motion.

**Motion Carried**

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

Resolution # 20200309-089

**Moved By** Councillor Simone

**Seconded By** Deputy Mayor Meloche

**That 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.**

The Mayor put the Motion.

**Motion Carried**

**9.3 Community Improvement Plan & Urban Design Guidelines**

Deputy Mayor Meloche moved the motion with an amendment to circulate the Community Improvement Plan (CIP) and the Urban Design Guidelines (UDG) to the Economic Development Advisory Committee and the Accessibility Advisory Committee.

Resolution # 20200309-090

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor McArthur

**That:**

- 1. The draft Community Improvement Plan and Urban Design Guidelines BE TABLED;**
- 2. A public meeting BE SCHEDULED with a presentation by the consultant at that time; and,**
- 3. The Community Improvement Plan (CIP) and the Urban Design Guidelines (UDG) BE CIRCULATED to the Economic Development Advisory Committee and the Accessibility Advisory Committee.**

The Mayor put the Motion.

**Motion Carried**

**REPORTS - CAO's OFFICE**

**10.1 Economic Development Advisory Committee Vacancy**

To be dealt with as Item E in a Special In-Camera Council Meeting following this Regular session.

**CONSENT CORRESPONDENCE**

Resolution # 20200309-091

**Moved By** Councillor McArthur  
**Seconded By** Councillor Simone

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

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

The Mayor put the Motion.

**Motion Carried**

**CONSENT OTHER MINUTES**

Resolution # 20200309-092

**Moved By** Councillor Renaud  
**Seconded By** Deputy Mayor Meloche

**That the following minutes BE RECEIVED:**

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

The Mayor put the Motion.

**Motion Carried**

**OTHER MINUTES**

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

Resolution # 20200309-093

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Simone

**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.**

The Mayor put the Motion.

**Motion Carried**

### **13.2 Amherstburg Accessibility Advisory Committee Minutes - February 27, 2020**

Resolution # 20200309-094

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Simone

**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.**

The Mayor put the Motion.

**Motion Carried**

### **UNFINISHED BUSINESS**

There was no Unfinished Business brought forward.

### **NEW BUSINESS**

1. Resolution # 20200309-095

**Moved By** Deputy Mayor Meloche  
**Seconded By** Councillor Simone

**That Administration BE DIRECTED to bring a report outlining the existing road grader program for discussion in the 2021 Budget.**

The Mayor put the Motion.

**Motion Carried**

2. Resolution # 20200309-096

**Moved By** Councillor Prue  
**Seconded By** Councillor Courtney

**That:**

- 1. Administration BE DIRECTED to bring back a report on vacant building registries and to investigate the City of Hamilton's by-law with respect to vacant buildings for discussion; and,**
- 2. Administration BE DIRECTED to bring back a report on an Agent of Change by-law for discussion.**

The Mayor put the Motion.

**Motion Carried**

4. Resolution # 20200309-097

**Moved By** Councillor Prue  
**Seconded By** Deputy Mayor Meloche

**That Administration BE DIRECTED to place a 1/2 page advertisement in the Knights of Columbus advertisement book in support of their 100<sup>th</sup> Anniversary.**

The Mayor put the Motion.

**Motion Carried**

5. Councillor Courtney asked who is absorbing the cost of the impact studies and infrastructure for the new General Amherst High School.

The Manager of Planning advised that the proponent is required to absorb the cost and then submit their drawings, inclusive of impact studies, for site plan approval.

The Director of Engineering and Public Works advised that any modifications to existing infrastructure that the school board requires for their development would be at the cost of the school board.

## NOTICE OF MOTION

There were no Notices of Motion.

## BY-LAWS

### 17.1 By-law 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

Councillor Prue moved both # 17.1 and # 17.2 together.

Resolution # 20200309-098

**Moved By** Councillor Prue

**Seconded By** Deputy Mayor Meloche

**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.**

The Mayor put the Motion.

**Motion Carried**

### 17.2 By-law 2020-022 - Confirmatory By-law

Resolution # 20200309-099

**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.**

The Mayor put the Motion.

**Motion Carried**

## **SPECIAL IN-CAMERA COUNCIL MEETING**

Resolution # 20200309-100

**Moved By** Councillor Simone

**Seconded By** Councillor Renaud

**That Council move into an In-Camera Meeting of Council at 7:45 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reasons:**

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

**Item E - Section 239(2)(b) - Personal matters about an identifiable individual, including municipal or local board employees.**

The Mayor put the Motion.

**Motion Carried**

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

Councillor Courtney declared a conflict of pecuniary interest on Item C.

## **RECESS FROM SPECIAL IN-CAMERA COUNCIL MEETING @ 8:33 p.m.**

## **RESUMPTION OF REGULAR COUNCIL MEETING**

**Moved By** Councillor Simone

**Seconded By** Deputy Mayor Meloche

**That Council resume Regular session at 8:35 p.m.**

The Mayor put the Motion.

**Motion Carried**

## **REPORT OUT FROM SPECIAL IN-CAMERA SESSION - March 9, 2020**

Council met on March 9<sup>th</sup>, 2020, for a Special In-Camera Meeting at 7:45 p.m. and discussed the following (2) item as provided for under Section 239 of the Municipal Act:

Item C as heard under Section 239(2)(d) of the Municipal Act. As a result of that discussion the following is before Council for consideration:

Resolution # 20200309-101

**Moved By** Councillor Renaud  
**Seconded By** Councillor Simone

**That Administration BE DIRECTED to ratify the proposed agreement between the Town of Amherstburg and the Amherstburg Professional Firefighters Association.**

Councillor Courtney declared a conflict of pecuniary interest and removed himself from voting with respect to Item C' s report out due to his full time profession.

The Mayor put the Motion.

**Motion Carried**

Item E as heard under Section 239(2)(b) of the Municipal Act. As a result of that discussion the following is before Council for consideration:

Resolution # 20200309-102

**Moved By** Councillor Prue  
**Seconded By** Deputy Mayor Meloche

**That Administration BE DIRECTED to advertise the vacancy for the Economic Development Advisory Committee as per the Boards and Committees Appointment Policy.**

The Mayor put the Motion.

**Motion Carried**

### **SPECIAL IN-CAMERA COUNCIL MEETING**

Resolution # 20200309-103

**Moved By** Councillor Renaud  
**Seconded By** Deputy Mayor Meloche

**That Council move back into an In-Camera Meeting of Council at 8:38 p.m. 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 D - Section 239(2)(b) - Personal matters about an identifiable individual, including municipal or local board employees; Section 239(2)(d) – Labour relations or employee negotiations; and, Section 239(2)(e) - Litigation or potential litigation.**

The Mayor put the Motion.

**Motion Carried**

## **ADJOURNMENT**

*Council adjourned in Special In-Camera session.*

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MAYOR – ALDO DICARLO

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CLERK – PAULA PARKER



# Delegation Request Form

I wish to appear before \*

- Council
- Advisory Committee of Council

Date of Meeting \*

6/22/2020 

Name of Delegate(s) \*

Katherine Meloche Alexandar Kyra-Ameilia  
Aleena-Kenzi Jayse

Address \*

[Redacted]

Phone \*

[Redacted]

Email \*

[Redacted]

Capacity in which you will be attending \*

- Attending as an Individual
- Representing a Group / Organization

Have you contacted Administration regarding this matter? \*

- Yes  No

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

Stop sign

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

No I am not

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

Yes

No

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

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

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.



Good evening Mayor and Councillors,

My name is Katherine Meloche, my husband Jason Meloche would have liked to be here but I will be speaking for the two of us. I am a mother of 4 children 16, 13.5, 5 and 4. They are with me today Alexandar, Kyra-Ameilia, Aleena-Kenzi and Jayse. Thank you for allowing my family to speak about the dangers we face daily on Cherrylawn and Pickering.

Pickering is a straight drive from Sandwich to Fryer with nothing to slow drivers down, during the school year we wait for a bus on the corner of Cherrylawn and Pickering where drivers speed and pass on a residential road. On the corner there has been an accident where it claimed another residents life at the same corner we wait at daily from Sept until June I would like to be able to share this, but I can only go by the residents in this area word as it seems coming across this information is hard especially since Windsor Police have no stats. That same corner has seen cars up on the lawn where the town added a bench.

My children have a right to safety, as do all the children in this neighbourhood. They have a right to live a long prosperous life. I am asking you to consider a 4 way stop to slow down drivers, not just for our safety but the safety of the neighbourhood. I know that your studies will tell you otherwise but I welcome all of you to come stand with all the children daily and see what we go through, then you can tell me that the study is still the best, without first hand knowledge telling us that a stop sign won't help is wrong.

As for Cherrylawn we have a daycare/school with no signage. Drivers use our road as their own personal racetrack because we have absolutely no police presence to deter this from happening. We have no sidewalks therefore the neighbourhood children ride and play on the road. I know signs may not deter the speeding but something has to be done before we have to bury our children. We need police presence, designated school safety zones and a much lower speed limit as this is a residential area.

A road study was done but how exactly did determining the amount of vehicles down Pickering help our safety? I asked about keeping us safe? Keeping children safe? And the town did a road study to determine vehicles using the road? It doesn't matter how many vehicles use the road because one careless driver can destroy many lives, and at this point we are putting numbers ahead of lives. One life lost is one too many. A small child's life loss due to recklessness is not just that child's life gone but a families life ultimately changed forever, is a 4 way, signage and police presence too much to ask for? Is the town willing to tell these children that stand in front of you that their lives don't mean a thing? My 13.5 year old asked me after reading the documentation if council actually cared? An almost 14 year old what do you say to that? "Mom why do we vote if they could care less about representing all the people including kids?" "Why when you emailed them did not one of them walk with us, or come watch the speeders down our street?" What about the numerous times I have to dodge someone dropping off at the daycare for them to swear at me?" "What happens when you can't grab Lena or JJ fast enough from the cars or standing to close to the curb at the bus stop?" This from a 13.5 year old, how do you answer that? How do you explain that for 6 years I have been trying and yet it still falling on deaf ears. This isn't just about these 4 kids but the numerous other children that play down these roads. We have no sidewalks so we ride bikes on the road, yes I know riding bikes on the road is a law but when it becomes a safety matter no laws will trump that. Keep in mind on any given day there are children riding up and down, playing on the street.

What would you say if this was happening to your children, grandchildren, nieces and nephews? Would you just shrug your shoulders and basically tell them to deal with it. Will it take a child dying for the town to finally hear our plea? I know I do not want to bury my child, no words will comfort me or my family. Think long and hard how you will feel knowing you didn't do all you could to try and make it safe from careless speeders. I have done all I can do at this point, I just hope that my plea hasn't fallen on deaf ears and I hope that I can look at my children and tell them they matter, their lives count, I hope that tonight you can show my children that they matter.

Thank you for your time tonight.



## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF CORPORATE SERVICES

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

Author's Name: Justin Rousseau	Report Date: June 16, 2020
Author's Phone: 519 736-0012 ext. 2259	Date to Council: June 22, 2020
Author's E-mail: <a href="mailto:jrousseau@amherstburg.ca">jrousseau@amherstburg.ca</a>	Resolution #: NA

**To:** Mayor and Members of Town Council

**Subject:** Investing in Canada Infrastructure Program (ICIP) - Rural and Northern Communities Funding Stream Grant Transfer Payment Agreement

#### 1. **RECOMMENDATION:**

It is recommended that:

1. Authorization **BE GIVEN** to enter into a Transfer Payment Agreement with the Ministry of Agriculture, Food and Rural Affairs under the Investing in Canada Infrastructure Program – Rural and Northern Stream (ICIP) for funding of up to \$2,874,885 toward Reconstruction of Bridge 3012 – 5<sup>th</sup> Concession North over River Canard at an estimated total project cost of \$3,450,000 including net HST;
2. A capital expenditure not to exceed \$3,050,000 including net HST **BE APPROVED** as a first charge to the 2021 Budget for construction of Bridge No 3012, to be funded from the ICIP and a transfer from the Reserve Fund General; and
3. **By-law 2020-038** being a by-law to enter into an agreement with the Ministry of Agriculture, Food and Rural Affairs funding **BE TAKEN** as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

#### 2. **BACKGROUND:**

At their meeting of May 13 2019, Council received a report advising that Administration had submitted an application for funding under the Investing in Canada Infrastructure Program – Rural and Northern Stream (ICIP) toward replacement of Bridge 3012 over River Canard at 5<sup>th</sup> Concession North.

The report outlined the estimated project cost of up to \$3,450,000 including net HST, to be funded by Transfer from Reserve (\$575,115), Federal ICIP Funding (up to \$1,725,000) and Provincial ICIP Funding (up to \$1,149,885).

### 3. **DISCUSSION:**

On April 8, 2020 the Town received confirmation that the project had been approved for funding, conditional on the Town “entering into a comprehensive Transfer Payment Agreement (TPA) with the Province and on meeting the conditions outlined in the Transfer Payment Agreement”.

On June 16, 2020 the Town received the TPA for approval with a request to make best efforts to return signed copies of the TPA by Friday July 10, 2020.

The 2016 Bridge Study recommended that Bridge 3012 receive further structural investigation. The investigation was completed in 2017 and revealed severe deterioration of beams in the travelled portion of the roadway. Replacement of the bridge would avoid the need to apply a load limit or possible bridge closure based on future structural reviews. The Federal and Provincial funding contributions to this project will facilitate replacement of Bridge 3012 in the near term, to conserve the service level it currently provides in a safe and reliable manner.

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

There is financial risk that the municipality may have to fund the replacement of the bridge fully from taxation should Council not approve the TPA and forego senior government funding contributions.

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

Programs, such as the ICIP Rural and Northern Communities Funding Stream, are effective tools used by municipalities to address key challenges due to financial constraints. The successful application under the ICIP, offered by the Federal and Provincial governments, will assist the Town in long-term financial stability and enhanced community safety through replacement of critical infrastructure.

The financial impact of the project, inclusive of the grant funding, is estimated to be incurred during 2020 and 2021 as follows:

	<b>2020 Budget</b>	<b>2020 Estimated</b>	<b>2021 Budget 1<sup>st</sup> Charge</b>	<b>Total Incl. net HST</b>
<b>Project Cost</b>				
Engineering	\$400,000	\$400,000	\$ -	\$ 400,000
Construction			3,050,000	3,050,000
<b>Total Cost</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$3,050,000</b>	<b>\$3,450,000</b>

	<b>2020 Budget</b>	<b>2020 Estimated</b>	<b>2021 Budget 1<sup>st</sup> Charge</b>	<b>Total Incl. net HST</b>
<b>Project Funding</b>				
Transfer from Reserve	\$400,000	\$ 66,667	\$ 508,448	\$ 575,115
Federal Funding (up to 50%)		200,000	1,525,000	1,725,000
Provincial Funding (up to 33.33%)		133,333	1,016,552	1,149,885
<b>Total</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$3,050,000</b>	<b>\$3,450,000</b>

**6. CONSULTATIONS:**

The Director of Engineering and Public Works and the Director of Corporate Services were consulted on this report.

**7. CONCLUSION:**

Approval of the recommendations in this report will provide significant financial support toward reconstruction of Bridge 3012.




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Justin Rousseau  
Treasurer

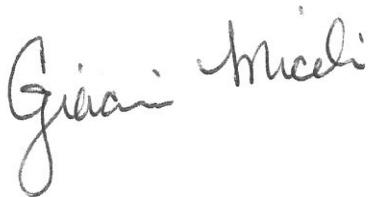
## Report Approval Details

Document Title:	ICIP Rural and Northern Communities Fund Grant Transfer Payment Agreement.docx
Attachments:	- By-law 2020-038.docx - Amherstburg - Agreement.pdf - Amherstburg - Letter.pdf
Final Approval Date:	Jun 17, 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. 2020-038**

**By-law to enter into a Transfer Payment Agreement with Ministry of  
Agriculture, Food and Rural Affairs**

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

**AND WHEREAS** the Council of the Town of Amherstburg passed a resolution on June 22, 2020 agreeing to enter into a Transfer Payment agreement with the Government of Ontario Ministry Agriculture, Food and Rural Affairs;

**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 22<sup>nd</sup> day of June 2020

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MAYOR – Aldo DiCarlo

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CLERK – Paula Parker

## Rural Programs Branch

June 15, 2020

Our File: 2019-04-1-1326530197

Town of Amherstburg  
Justin Rousseau, Director, Financial Services  
jrousseau@amherstburg.ca

### Re: Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream – Transfer Payment Agreement

I am pleased to provide you with the attached copy of the transfer payment agreement (the Agreement) for your approved Rural and Northern Stream Project as well as a summary document outlining important information about your Agreement. Please review both documents carefully. If changes to the Agreement are required, these should be made before the Agreement is executed. Please contact your Project Analyst immediately to discuss any required revisions.

We ask that you please make best efforts to return signed copies of the transfer payment agreement to our offices by **Friday July 10, 2020**.

*Given the current situation with COVID-19 if you wish to use electronic means to execute your agreement, please contact our office for direction.*

If you wish to proceed with hard-copy execution, the designated signatories should sign two (2) copies of the Agreement on page 6. You will also need to insert the titles of the designated signatories and affix the corporate seal (if applicable) in the signature area. Once completed, please return the two original signed and sealed copies via courier to:

Ministry of Agriculture, Food and Rural Affairs  
Rural Programs Branch  
1 Stone Road West, 4NW  
Guelph, ON  
N1G 4Y2

An original copy of the Agreement will be returned to you by mail following execution by the Province.

Should you have any questions, please do not hesitate to call your Project Analyst, Andrea Neill, at 226-979-6384 or Andrea.Neill@ontario.ca.





Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,

Jennifer Whalen  
A/Manager, Infrastructure Renewal Programs  
Rural Programs Branch

Attachments: Agreement  
Important Information regarding your ICIP Agreement  
Aboriginal Consultation Requirements

## IMPORTANT INFORMATION REGARDING YOUR AGREEMENT

**Project Description** - Please ensure the description of your project noted in Schedule “C” is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. The description in your Agreement supercedes all prior information shared with the Province, and only the work described in the Agreement will be funded, subject to eligibility requirements being met. If changes to the project description noted in Schedule “C” are required, please contact your Project Analyst immediately to request a revision.

**Insurance** - Article A10 of Schedule “A” outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, OMAFRA does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

**Reporting** - Schedule “D” provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding. The Province will direct the format and timelines for reporting. Regular reporting must be completed within the Transfer Payment Ontario platform.

**Cost Eligibility** – Schedule “E” sets out the costs that are eligible and ineligible under this funding agreement. No costs incurred prior to the Federal Approval Date set out in the Agreement are eligible for reimbursement. In order to qualify for payment, costs must be incurred and paid and must be submitted by March 31 of the year following the Funding Year in which they were incurred. Note that any costs associated with underground infrastructure and recreational trails are not eligible for funding.

**Communications / Signage** - Schedule “G” outlines the communication requirements for the project. As noted in Schedule “G”, funding provided by both the provincial and federal government must be recognized in the format of project signage. The Province and Canada will provide further instruction regarding signage shortly. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor.

**Aboriginal Consultation** - Schedule “I” outlines the Aboriginal Consultation requirements for the project. As noted in Schedule “I” any required Aboriginal Consultation must be complete prior to the start of any project construction work. In addition, capital costs are not eligible for reimbursement and no site preparation, removal of vegetation or construction can occur until Canada has confirmed in writing that it is satisfied that all federal duty to consult and environmental assessment requirements have been met. More details on Aboriginal Consultation Requirements are set out in the attachment to this document.

## **ABORIGINAL CONSULTATION REQUIREMENTS**

In consideration of the financial support for the Project, if notified by Canada or the Province your community must engage and consult with Aboriginal Groups that may have a potential interest in the Project. The Province intends to rely on this consultation process as much as possible. As part of this process, your community must disclose that financial assistance for the project is being provided by Ontario. You must also provide your Project Analyst with a summary of communications with Aboriginal Groups, including any issues or concerns that may be raised by any Aboriginal Group and an indication of how your community has addressed or proposes to address those issues or concerns. This information may be provided in the form of the template consultation log and tracking chart provided by Canada (if applicable).

If in the future changes to the nature, scope, design or location of the Project are being considered, you must immediately notify your Project Analyst so that the Province may determine whether the proposed change impacts the duty to consult. Your community must also cease all construction activities if at any time during construction archaeological resources are found; other impacts that could affect Aboriginal or treaty rights emerge; or you are contacted by any Aboriginal Group expressing concerns about the project and potential impacts on rights.

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
RURAL AND NORTHERN STREAM**

**THIS TRANSFER PAYMENT AGREEMENT** for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of the Province of Ontario,**  
represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of the Town of Amherstburg**

**(CRA#131599276)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern communities by responding to their specific needs.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a rural and northern stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as defined in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

Schedule "D" - Reports

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in 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 any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency;
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or
- (d) The Agreement and the *Rural and Northern Communities Funding Stream Ontario Program Guidelines* of March 2019 (“the Guidelines”), the Agreement will prevail.

## 3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** 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 AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

## 5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and 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;
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) the Recipient has read and understood the Bilateral Agreement;
- (h) changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the Bilateral Agreement;
- (i) entering into of the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and
- (j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and 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.

**6.0 CANADA’S RIGHTS AND INFORMATION SHARING WITH CANADA**

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as “**Rights**”) undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**



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

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO**, represented by the Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Ernie Hardeman  
Title: Minister of Agriculture, Food and Rural Affairs

AFFIX  
CORPORATE  
SEAL

**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 FOLLOWS]**

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

**A.1.0 INTERPRETATION AND DEFINITIONS**

A.1.1 **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 background and headings do not form part of the Agreement; they are for information and 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;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**"Aboriginal Community"** has the meaning ascribed to it in section 1.1.1 (Definitions).

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**"Asset"** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**"Authorities"** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

**"Bilateral Agreement"** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

**"Business Day"** means any working day the Province is open for business, 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 is not open for business.

“**Canada**” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“**Committee**” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“**Contract**” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“**Effective Date**” means the date of signature by the last signing party to the Agreement.

“**Eligible Expenditures**” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“**Environmental Laws**” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“**Evaluation**” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“**Event of Default**” has the meaning ascribed to it in section A.12.1 (Events of Default).

“**Expiry Date**” means the expiry date set out in Schedule “B” (Specific Information).

“**Federal Approval Date**” means the date on which Canada has approved the Project

identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“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 or the Expiry Date, whichever comes first.

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

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount set out Schedule “B” (Specific Information).

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

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or

agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Timelines”** means the Project schedule described in Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

**“Total Financial Assistance”** means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of the Project:

- (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 Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any 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;
- (d) the Project will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;
- (e) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the Guidelines, including the financial, contractual and reporting requirements; and
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 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, in a manner that is satisfactory to the Province.

**A.2.3 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 A.7.0 (Reporting, Accounting, and Review); 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.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

### A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with

the progress of the Project;

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
  - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
  - (ii) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and
  - (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada's failure to make payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will, in respect of the Project, 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) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Federal Approval Date;
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 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 solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.

- A.4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from the Funds;
  - (b) demand from the Recipient the payment of an amount equal to the Interest Earned.
- A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
  - (b) if Canada's total contribution from all federal sources in respect of the Project exceeds fifty percent of Total Eligible Expenditures (as identified in Schedule "C"), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and
  - (c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce its contribution under the Agreement by an amount equal to the excess.
- A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.
- A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:
- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain a maximum of 10% of the provincial funding in respect of the Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

## **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or 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 by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

- A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:
- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
  - (b) all non-financial records and documents relating to the Funds or otherwise to the Project.
- A.7.4 **Records Review.** The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:
- (a) the truth of any of the Recipient's representations and warranties;
  - (b) the progress of the Project;
  - (c) the Recipient's allocation and expenditure of the Funds.
- A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
  - (b) remove any copies the Province makes pursuant to section A.7.5(a); and
  - (c) share any documents, records and findings with Canada.
- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
  - (b) coordinating access with any Third Party;
  - (c) assisting the Province to copy the records and documents;

- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

## A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

**A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

**A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

**A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

**A.9.4 Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

**A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

#### **A.10.0 INSURANCE**

**A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, 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 \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of 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.

**A.10.2 Proof of Insurance.** At the Province's request, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any



of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 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.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any costs for the Project without the Province's prior written consent;
- (b) cancel all further instalments of Funds;
- (c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) Subject to the limits of the Bilateral Agreement, 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 paragraph A.11.2(c); and
  - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, 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:

- (a) carry out the Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 **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 or to discontinue 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 all 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 plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient plus Interest Earned;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 **Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;

- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial 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 Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A.13.0 FUNDS UPON EXPIRY**

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

### **A.14.0 DEBT DUE AND PAYMENT**

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

A.14.2 **Debt Due.** If, pursuant to the Agreement:

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

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **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 at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** 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.
- A.14.6 **Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

#### **A.15.0 NOTICE**

- A.15.1 **Notice in Writing and Addressed.** Notice will be:
- (a) in writing;
  - (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
  - (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.
- A.15.2 **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 delivered; and
  - (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.
- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(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 provide Notice by email, personal delivery, or courier.

## **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

## **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **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.

## **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

A.21.1 **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.

#### **A.22.0 FURTHER ASSURANCES**

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) 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.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **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.

A.24.2 **Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.25.1 **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 and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

#### **A.26.0 SURVIVAL**

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5

(Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (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), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
  - (iii) other applicable agreements between Canada and Aboriginal Communities.

## **A.28.0 ABORIGINAL CONSULTATION**

**A.28.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

**A.28.2 Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal



Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

**A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

#### **A.29.0 COMMITTEE**

**A.29.1 Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

**A.29.2 Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

#### **A.30.0 DISPUTE RESOLUTION**

**A.30.1 Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

### A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
    - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
    - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
    - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
    - (iv) any other Reports requested by the Province in the format specified.
  - (b) prior to submitting a request for payment in respect of the Project under the Agreement,

- (i) the Recipient having provided the Province with written confirmation that:
  - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
  - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
  - c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

**[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

**SCHEDULE “B”  
SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

**B.1.1 Expiration date.** The Expiration Date is March 31, 2028.

**B.2.0 MAXIMUM FUNDS**

**B.2.1 Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

**B.3.0 ONTARIO’S MAXIMUM CONTRIBUTION**

**B.3.1 Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$1,149,885.00, rounded to two decimal places.

**B.4.0 CANADA’S MAXIMUM CONTRIBUTION**

**B.4.1 Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$1,725,000.00, rounded to two decimal places.

**B.5.0 ADDRESSEES**

**B.5.1 Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p style="text-align: center;">Attention: Manager, Infrastructure Renewal Programs</p> <p><b>Email:</b> ICIPRural@ontario.ca</p>
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<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> Town of Amherstburg 271 Sandwich Street South, Amherstburg, Ontario N9V 2A5</p> <p>Attention: Justin Rousseau, Director, Financial Services</p> <p><b>Email:</b> <a href="mailto:jrousseau@amherstburg.ca">jrousseau@amherstburg.ca</a></p>
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**[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS FOLLOWS]**

**SCHEDULE “C”  
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT  
STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

The Project will reconstruct Bridge 3012 in Amherstburg.

The Project will remove the existing 40.5 metre bridge and replace it with a new structure by rebuilding the piers and abutment walls, and installing new beams, bridge deck and guiderails. The roadway approaches will also be upgraded to align with the new structure and will involve removal of existing asphalt, installation of additional granular base to raise the grade and new asphalt surface.

**C.2.0 FINANCIAL INFORMATION**

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means \$3,450,000.00, rounded to two decimal places.

**C.2.2 Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places.

**C.2.3 Percentage of Federal Support.** Percentage of Federal Support means 50%, rounded to two decimal places.

**C.3.0 TIMELINES**

**C.3.1 Federal Approval Date.** Federal approval date means April 2, 2020.

**C.4.0 PROJECT STANDARDS**

**C.4.1 Canada’s Requirements.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

**C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

- C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.5.2 **Minor Changes to the Project Description, Financial Information, Timelines and Project Standards.** Subject to sections C.5.1 (Province's and Canada's Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule "C" (Project Description, Financial Information, Timelines and Project Standards).
- C.5.3 **Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards.** Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

**D.1.1 Reporting Requirements.** Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.
- (b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

- (c) **Final Report.** The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.



The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

- (d) Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:
- (i) Climate Change Resilience Assessments;
  - (ii) Greenhouse Gas Emissions Assessments; and
  - (iii) Community Employment Benefit Assessments.

## **D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)**

**D.2.1 Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) that, in the opinion of the Province, are minor.

**D.2.2 Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

## **D.3.0 COMPLIANCE AUDIT(S)**

**D.3.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, the audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project’s progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**

## **SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

### **E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province’s and Canada’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but include:

- a) Costs directly associated with joint communication activities that are set out in Schedule “G” (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
- b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- c) The incremental costs of the Recipient’s staff or employees provided that:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
  - ii. The arrangement is approved in advance in writing by the Province and Canada.
- d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

### **E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts awarded or executed prior to the Federal Approval Date;

- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
  - i. Land,
  - ii. Buildings, or
  - iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Costs related to any underground infrastructure;
- l) Costs related to recreational trails;
- m) Real estate fees and related costs;
- n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;
- q) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;
- s) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- t) Taxes of any kind;
- u) Costs of relocating entire communities;
- v) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- w) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- x) Costs incurred contrary to Article 5 of Schedule “A” (Recipient’s Acquisition of Goods and Services and Disposal of Assets);
- y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.
- z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:
  - (i) Housing;
  - (ii) An early learning and childcare facility;
  - (iii) A health facility, or an education facility;
  - (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action, as approved by Canada;
  - (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or
  - (vi) Resource development infrastructure, notably industrial resource development access roads.

**[SCHEDULE “F” – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at



<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the 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 Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

**G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

**G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

### I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Section 35 Duty**” means any duty the Province and Canada may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

### I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

### I.3.0 PROVINCE’S ROLES AND RESPONSIBILITIES

The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

### I.4.0 RECIPIENT’S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the Recipient or the Province or Canada. Such notice must include language

- specifying that the Province and Canada are providing funding for the Project and that the Recipient is acting as the Province's and Canada's delegate for the purposes of the procedural aspects of consultation;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
  - (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
  - (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
  - (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
  - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
  - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
  - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
  - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
  - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
  - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
  - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province's request;
  - (m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding

- the Project and reporting to the Province and Canada any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province and Canada during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province and Canada the results of such discussions prior to implementing any applicable accommodation measures;
  - (o) Complying with the Province's or Canada's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province or Canada or both may require; and
  - (p) In Contracts, expressly securing the Recipient's right to respond to directions from the Province or Canada or both as the Province or Canada or both may provide.

#### **I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.**

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province and Canada, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province and Canada with complete and accurate copies of such records upon request;
- (c) Provide the Province and Canada with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province and Canada of any contact by any Aboriginal Groups regarding the Project of any nature and provide copies to the Province and Canada of any documentation received from Aboriginal Groups;
- (e) Advise the Province and Canada immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes so aware;
- (f) Immediately notify the Province and Canada if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province and Canada with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province or Canada; and
- (h) If applicable, advise the Province and Canada if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

#### **I.6.0 ASSISTING THE PROVINCE AND CANADA.**

The Recipient shall, upon request, lend assistance to the Province and Canada by filing records and other appropriate evidence of the activities undertaken both by the Province, Canada and the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province or Canada and by the Recipient, to the relevant regulatory or judicial decision-makers.

#### **I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS**

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or Canada or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

#### **I.8.0 NO SUBSTITUTION**

This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province and Canada is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, Canada and provincial and federal ministries, boards, agencies and other regulatory decision-makers.

#### **I.9.0 NOTICES IN RELATION TO THIS SCHEDULE**

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule "B" of this Agreement.

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES  
FOLLOWS]**



## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule “A” (Final Payment).

### **J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

### **J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
- (b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
- (c) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (d) such other information as the Province may request.

#### **J.4.0 PAYMENTS**

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
  - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
  - (d) compliance with all applicable audit requirements under the Agreement; and
  - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 of this Schedule “J” (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
  - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

#### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

#### **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

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

To: Mayor and Members of Town Council

Subject: Placement of Underground Infrastructure, Curbs and Base Asphalt on Maintenance – Kingsbridge Subdivision Phase 5A

1. RECOMMENDATION:

It is recommended that:

- 1. The recommendations of the consulting engineer, Baird AE regarding the Placement of Underground Infrastructure, Curbs and Base Asphalt on Maintenance – Kingsbridge Subdivision Phase 5A BE ACCEPTED; and,
2. The underground infrastructure, base asphalt and curbs for Kingsbridge Subdivision Phase 5A BE PLACED on a 1-year maintenance period, commencing June 5, 2020.

2. BACKGROUND:

Kingsbridge Subdivision Phase 5A includes Kelly Road, a section of McLellan Avenue and a section of Livingstone Crescent. There are 11 townhome buildings that contain 43 individual units being serviced with this phase.

3. DISCUSSION:

In the winter / spring of 2020 the municipal servicing of Kingsbridge subdivision Phase 5A was installed. These services include sanitary sewers, storm sewers and watermain along with the placement of curbs and base asphalt.

The Town attended a walkthrough with the consulting engineer Baird AE, the developer and the contractor on June 5 2020, where the work was inspected. Only minor

deficiencies were identified. Administration concurs with the recommendation of Baird AE to place the underground infrastructure, base asphalt and curbs on maintenance.

It should be noted that the remainder of the utilities (Union Gas, Hydro One, Bell, etc.) have not been placed yet. This report only includes infrastructure that will be assumed by the municipality at a later date.

**4. RISK ANALYSIS:**

Not placing this infrastructure on maintenance would delay the issuance of residential building permits for this area.

**5. FINANCIAL MATTERS:**

The Town currently has a self-renewing letter of credit from the developer in the value of \$714,668.50. This is equivalent to 50% of the value of these current works. This provides the Town with financial security to ensure future maintenance is performed by the developer or the Town can exercise its letter of credit.

Once the infrastructure has been placed on maintenance by the Town the letter of credit can be reduced to \$512,334.25 - 25% of the value of the work on maintenance plus 100% of the work remaining (i.e. surface asphalt). After completion of the 1-year maintenance, the Town will capitalize the infrastructure cost into the Tangible Capital Asset (TCA) inventory and add the infrastructure into the Asset Management Plan (AMP) for future infrastructure replacement.

**6. CONSULTATIONS:**

N/A

**7. CONCLUSION:**

It is recommended that the underground infrastructure, curbs and base asphalt for Kingsbridge Phase 5A be placed on 1-year maintenance.



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Todd Hewitt  
**Manager of Engineering**



## Report Approval Details

Document Title:	2020 06 22 - Kingsbridge Phase 5A - Placement of Infrastructure on Maintenance.docx
Attachments:	- BairdAE - Letter of Conformance for Kingsbridge Phase 5A.pdf - Kingsbridge Phase 5A.pdf
Final Approval Date:	Jun 15, 2020

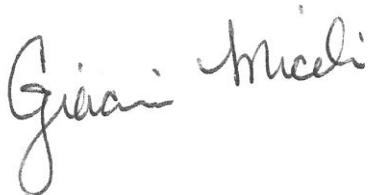
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker

June 5, 2020

Town of Amherstburg  
271 Sandwich St. S,  
Amherstburg, ON  
N9V2A5

27 Princess St.  
Unit 102  
Leamington, ON  
N8H 2X8  
519.326.6161  
1.844.842.9188

[bairdAE.ca](http://bairdAE.ca)

ATTENTION: Todd Hewitt, Manager, Engineering Operations

**Re: Kingsbridge Phase 5A**

During the course of construction at the above project, personnel from our office carried out site reviews and final inspection. These reviews were conducted following the procedures described in the Professional Engineers Ontario Guideline for Professional Engineers Providing General Review of Construction.

Baird AE is not aware of any outstanding deficiencies in the construction. Our firm is of the opinion that the work is in general conformity with the drawings and specifications prepared.

Baird requests that the underground utilities, curbs, and base asphalt be placed on one year maintenance.

Trusting you will find the above satisfactory; however, if you have any questions please contact the undersigned, I remain.

All of which is respectfully submitted,

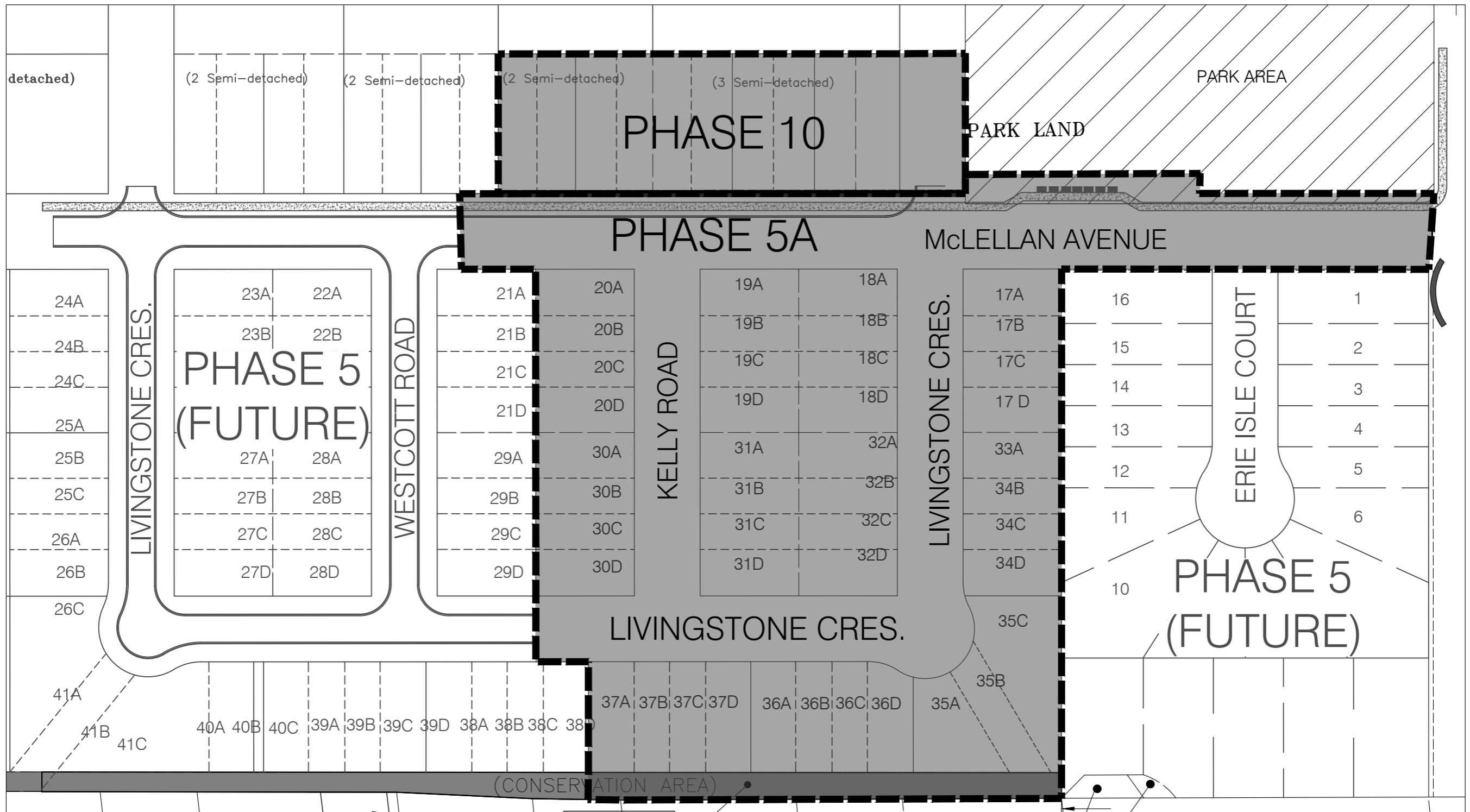


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Matthew J. Baird, P.Eng. PMP SCPM  
President  
**BAIRD AE**

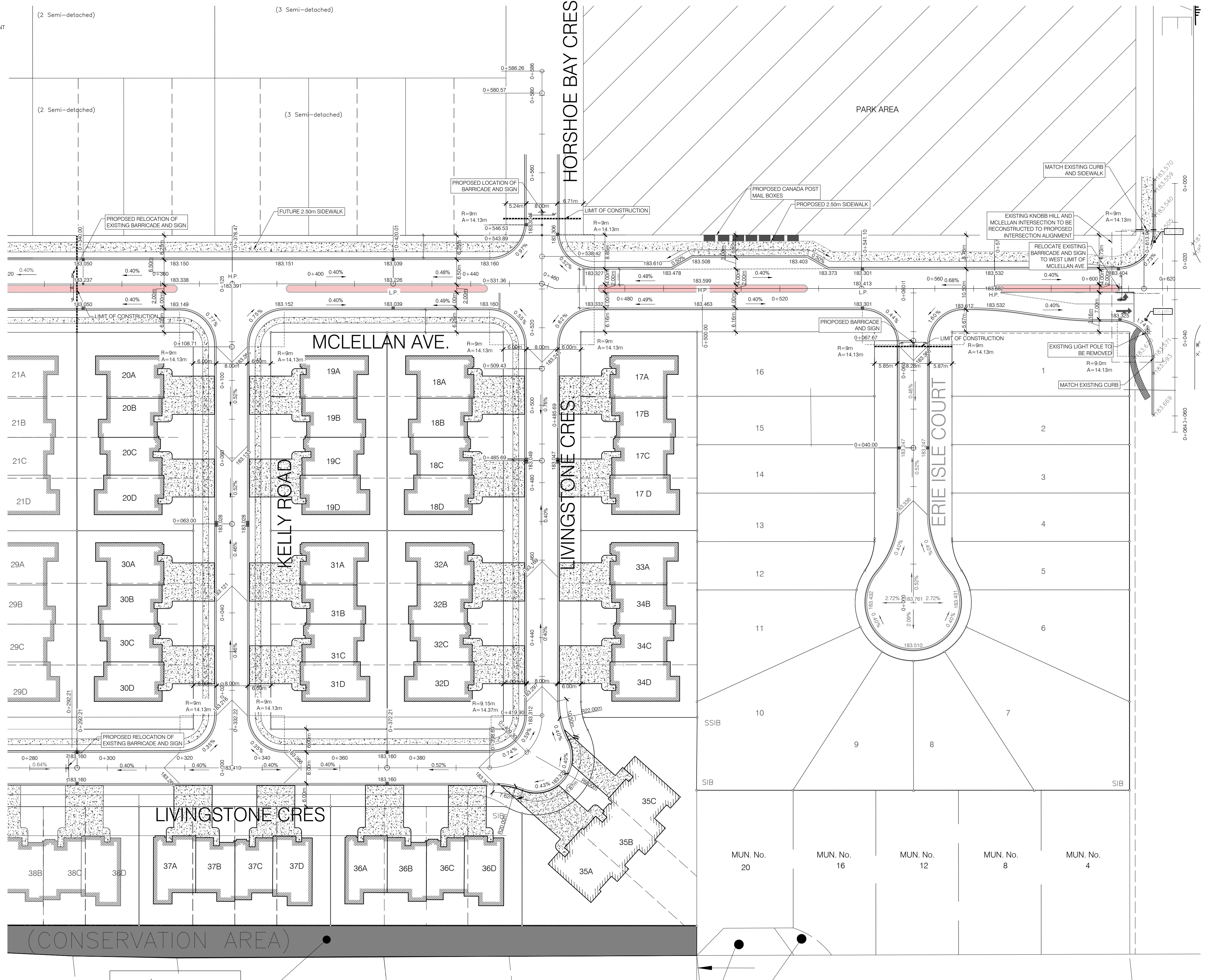
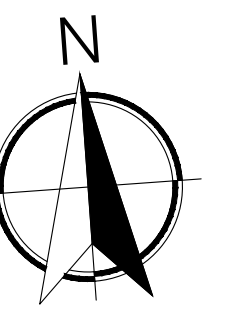


# KINGSBRIDGE TOWNHOMES SUBDIVISION - PHASE 5



SITE MAP

NOTE  
 - PROPOSED ROAD ELEVATION ARE TO EDGE OF PAVEMENT  
 - PROPOSED PERCENT ARROWS ARE FLOW DIRECTION



LEGEND			
DESCRIPTION	EXISTING	FUTURE	PROPOSED
STORM SEWER	---	---	---
SANITARY SEWER	---	---	---
WATER MAIN	---	---	---
STORM SERVICE		○ STM	○ STM
SANITARY SERVICE		○ SAN	○ SAN
WATER SERVICE		○ WSV	○ WSV
FIRE HYDRANT & WATER VALVE	⊗	⊗	⊗
GAS MAIN	---	---	---
CATCH BASIN	⊠	⊠	⊠
STORM MANHOLE	●	●	●
SANITARY MANHOLE	●	●	●
WATER VALVE	⊗	⊗	⊗
EP ELEVATIONS	180.XXX		180.XXX
STREET LIGHTS	☼		☼

MUNICIPALITY OF KINGSBRIDGE



DATE: MARCH 13, 2020  
 MATTHEW J. BAIRD, P.ENG.

DATE	REVISIONS
JANUARY 23, 2020	SUBMITTED FOR TOWN REVIEW
JANUARY 27, 2020	REVISED AS PER TOWNS COMMENTS
JANUARY 31, 2020	ISSUED FOR TENDER
FEBRUARY 11, 2020	REVISED AS PER TOWNS COMMENTS
FEBRUARY 25, 2020	REVISED AS PER OWNER
MARCH 5, 2020	REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.
MARCH 13, 2020	REVISED KNOBB HILL AND MCLELLAN INTERSECTION AS PER TOWN



PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**  
 KINGSBRIDGE DEVELOPMENT  
 SHEET TITLE:  
**PAVEMENT PLAN**

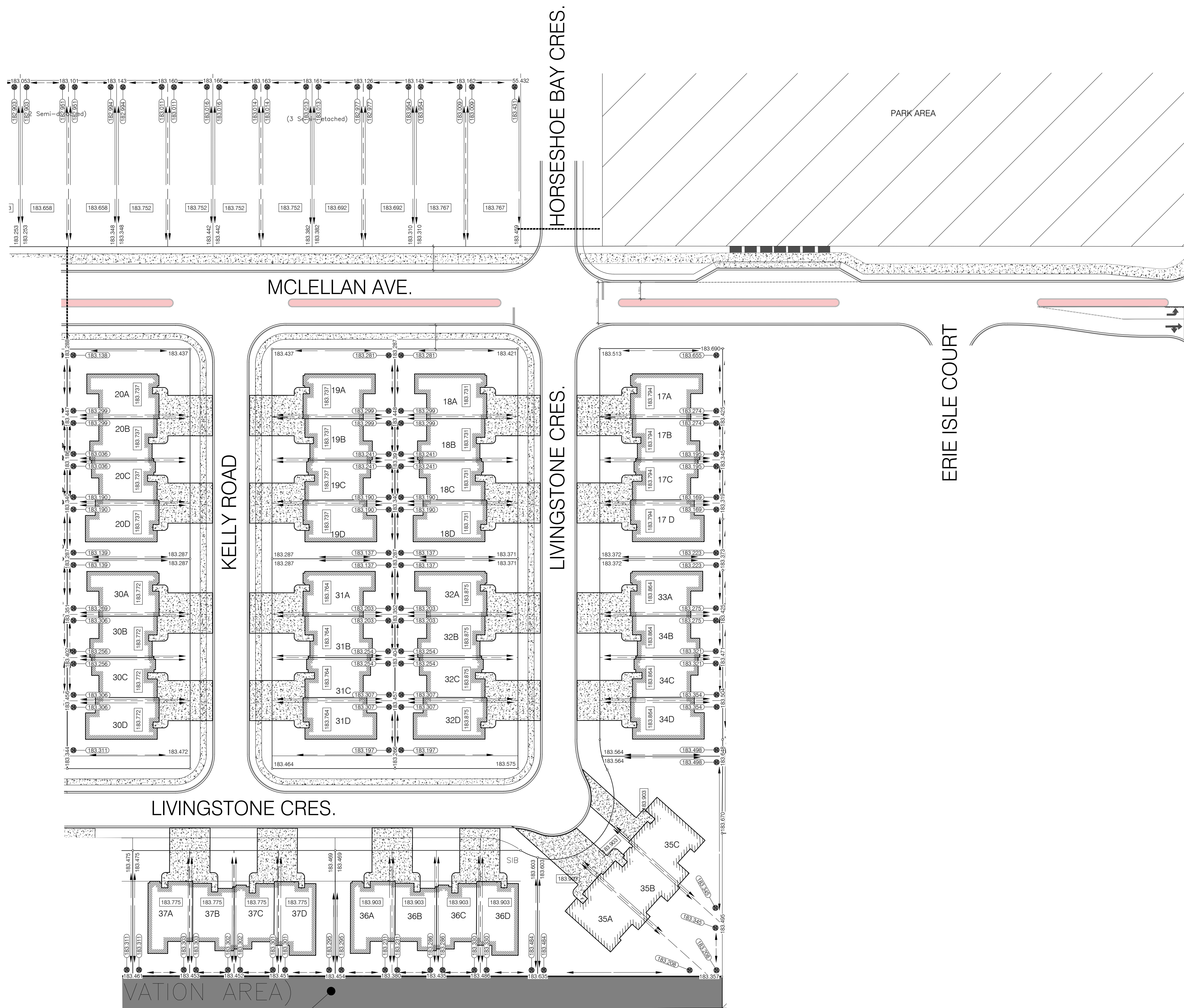
DATE:  
 MARCH 13, 2020  
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 DRAWN BY:  
 P.S.  
 CHECKED BY:  
 M.J.B.

PROJECT NO:  
**17-166**  
 SHEET NO:  
**1**



LEGEND

PROPOSED REAR YARD CATCH BASIN ELEVATION	183.150
PROPOSED BUILDING GROUND ELEVATION	183.728
FINISHED LOT ELEVATION	183.728



MARCH 2020  
17-166 KINGSBRIDGE PHASE 5 - PAVEMENT PLANS



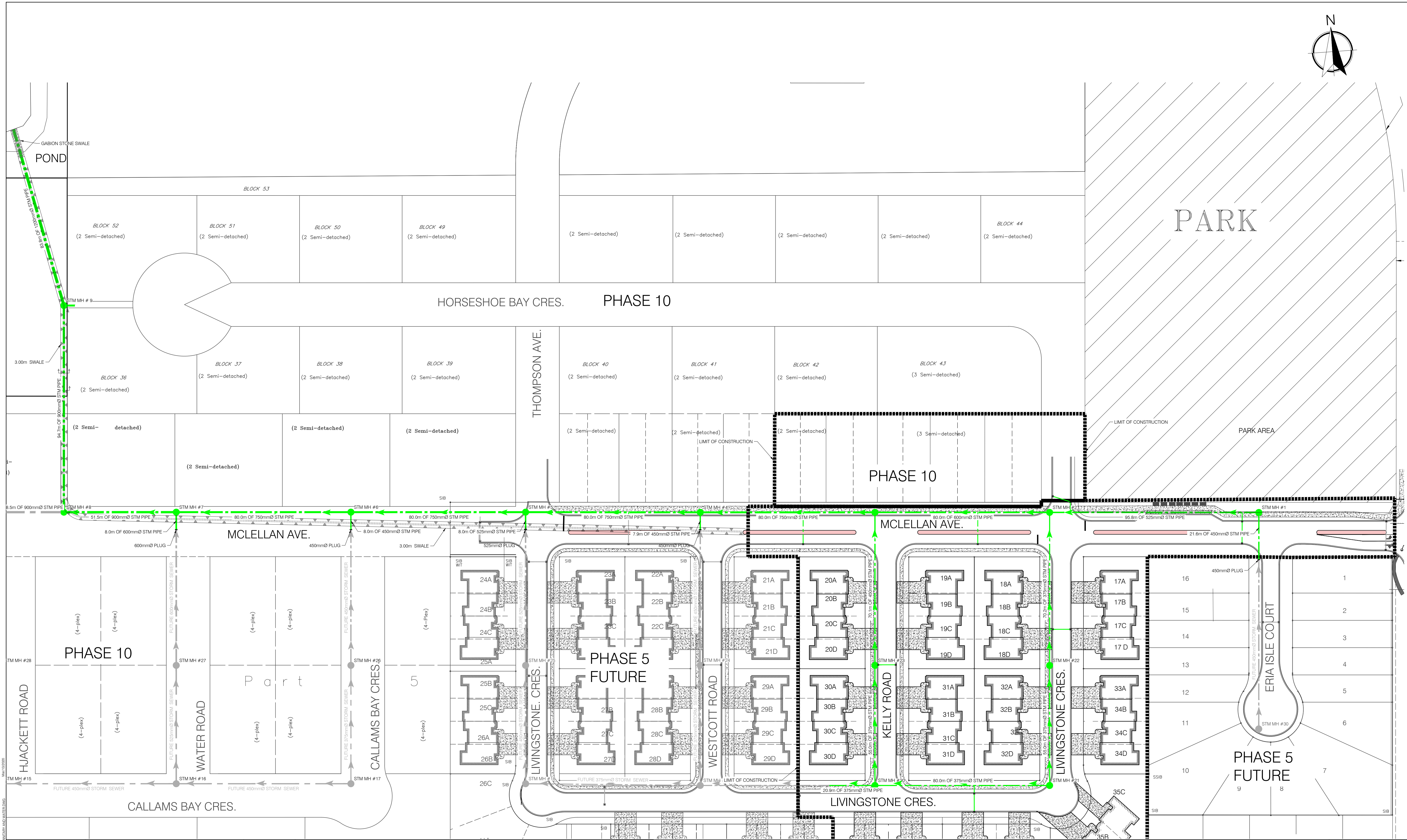
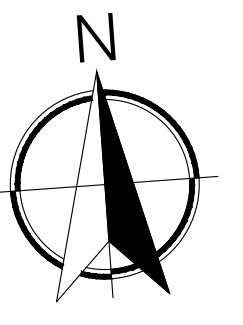
DATE: MARCH 13, 2020  
*MJB*  
MATTHEW J. BAIRD, P.ENG.

DATE	REVISIONS
JANUARY 23, 2020	SUBMITTED FOR TOWN REVIEW
JANUARY 27, 2020	REVISED AS PER TOWNS COMMENTS
JANUARY 31, 2020	ISSUED FOR TENDER
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MARCH 5, 2020	REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.
MARCH 13, 2020	REVISED KNOBB HILL AND MCLELLAN INTERSECTION AS PER TOWN



PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**  
KINGSBRIDGE DEVELOPMENT  
SHEET TITLE:  
**LOT GRADING PLAN**

DATE: MARCH 13, 2020	PROJECT NO: <b>17-166</b>
SCALE: 1:750	
DRAWN BY: P.S.	SHEET NO. <b>2</b>
CHECKED BY: M.J.B.	

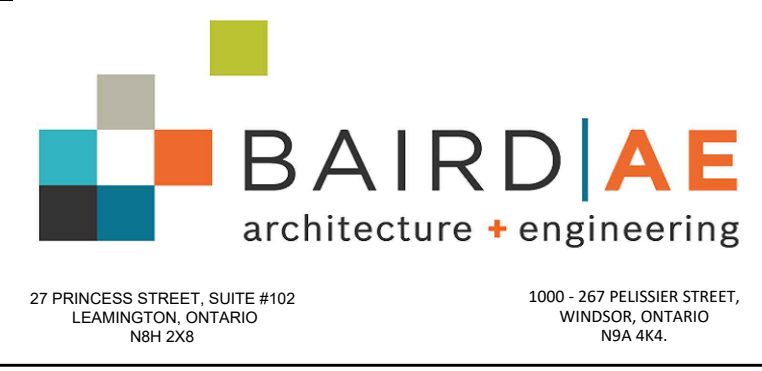


DATE: MARCH 13, 2020

*MJB*

MATTHEW J. BAIRD, P.ENG.

DATE	REVISIONS
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MARCH 13, 2020	REVISED KNOBB HILL AND MCLELLAN INTERSECTION AS PER TOWN



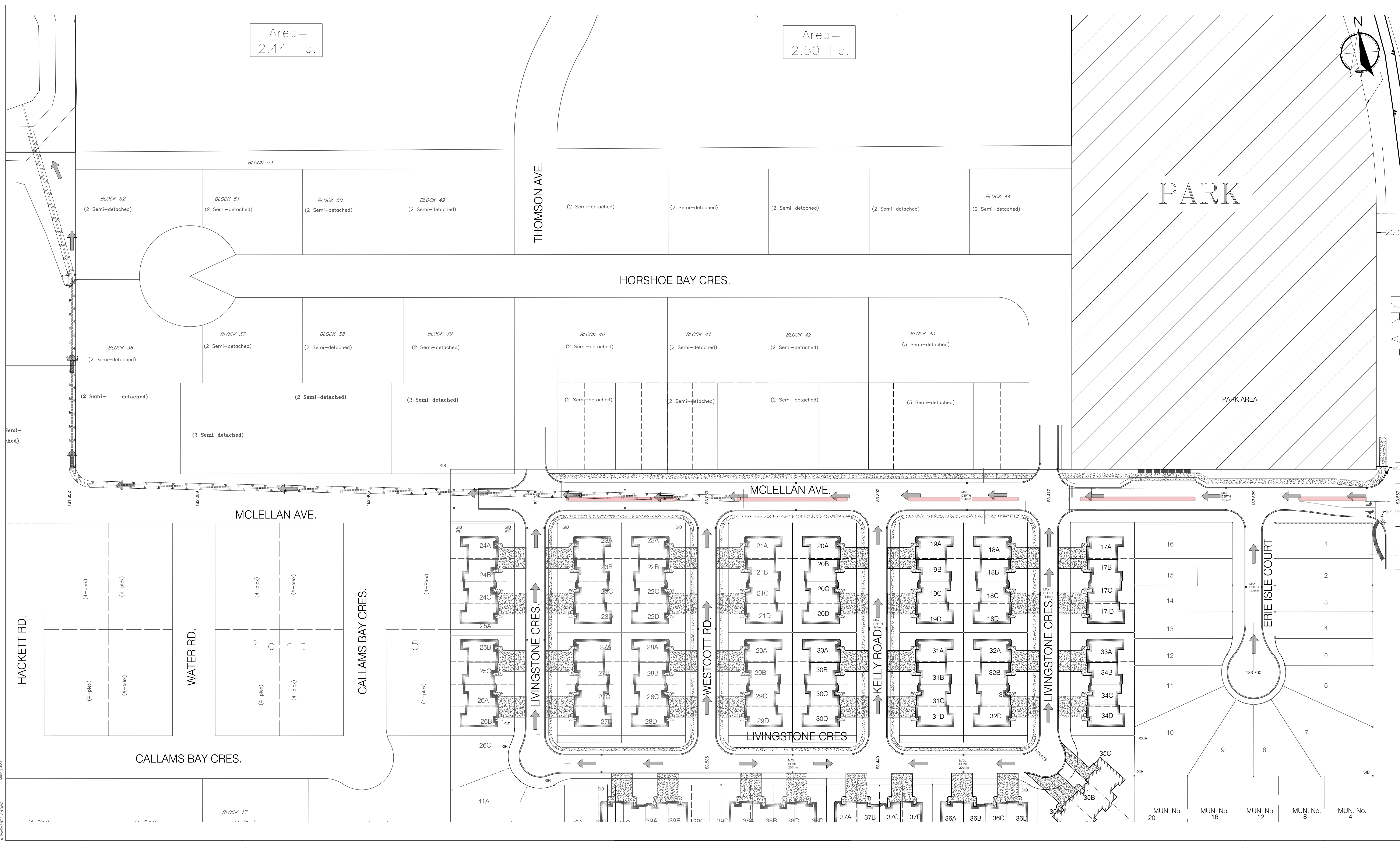
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 KINGSBRIDGE DEVELOPMENT  
 SHEET TITLE: STORM SEWER PLAN

DATE: MARCH 13, 2020  
 SCALE: 1:750  
 DRAWN BY: P.S.  
 CHECKED BY: M.J.B.

PROJECT NO: 17-166  
 SHEET NO: 3

Area= 2.44 Ha.

Area= 2.50 Ha.



DATE: MARCH 13, 2020

MATTHEW J. BAIRD, P.ENG.

DATE	REVISIONS
JANUARY 23, 2020	SUBMITTED FOR TOWN REVIEW
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27 PRINCESS STREET, SUITE #102  
LEARNINGTON, ONTARIO  
N8H 2X8

1000 - 267 PEELISER STREET,  
WINDSOR, ONTARIO  
N9A 4K4

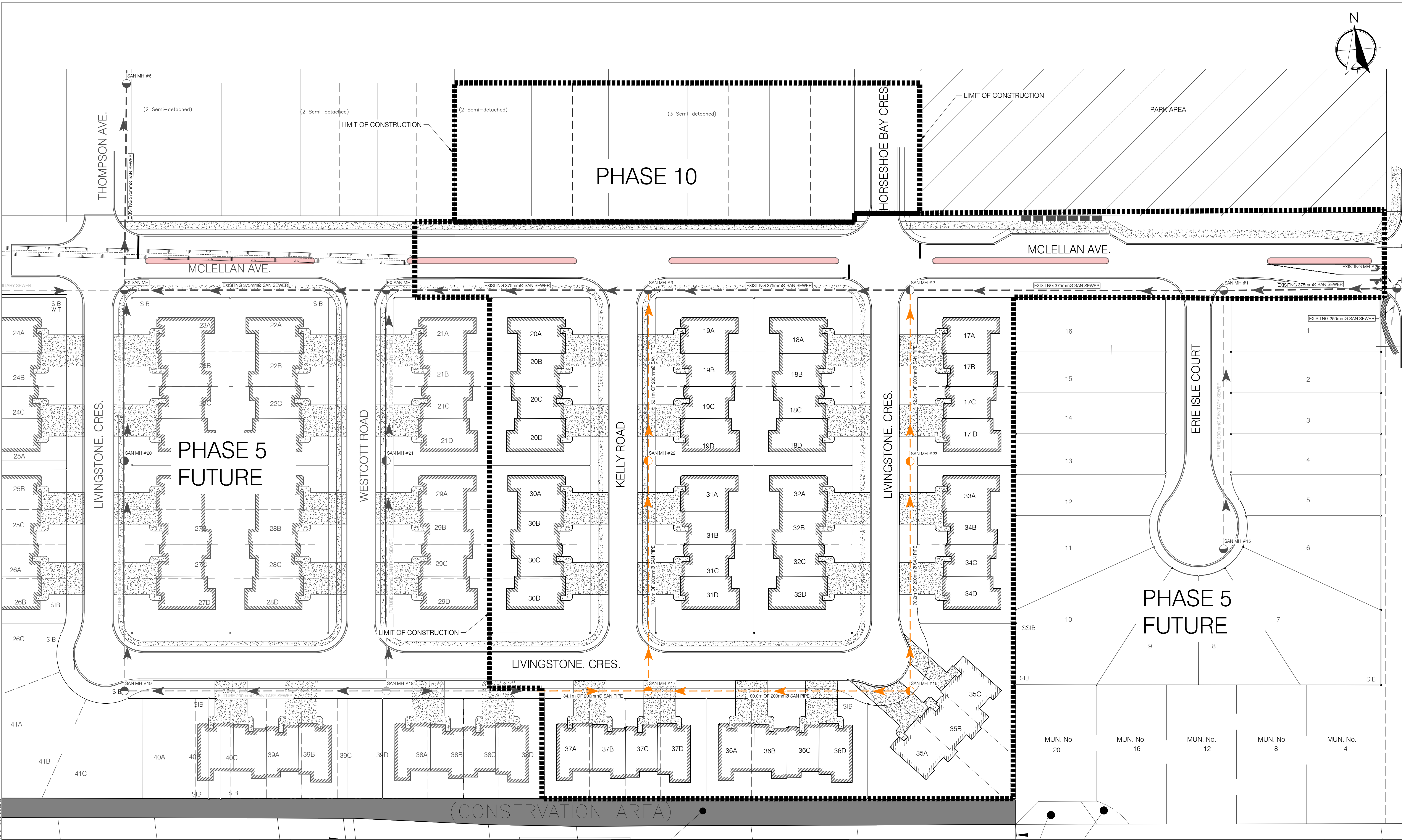
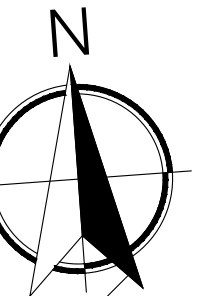
PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**  
KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**OVERLAND FLOW ROUTE PLAN**

DATE: MARCH 13, 2020  
SCALE: 1:750  
DRAWN BY: P.S.  
CHECKED BY: M.J.B.

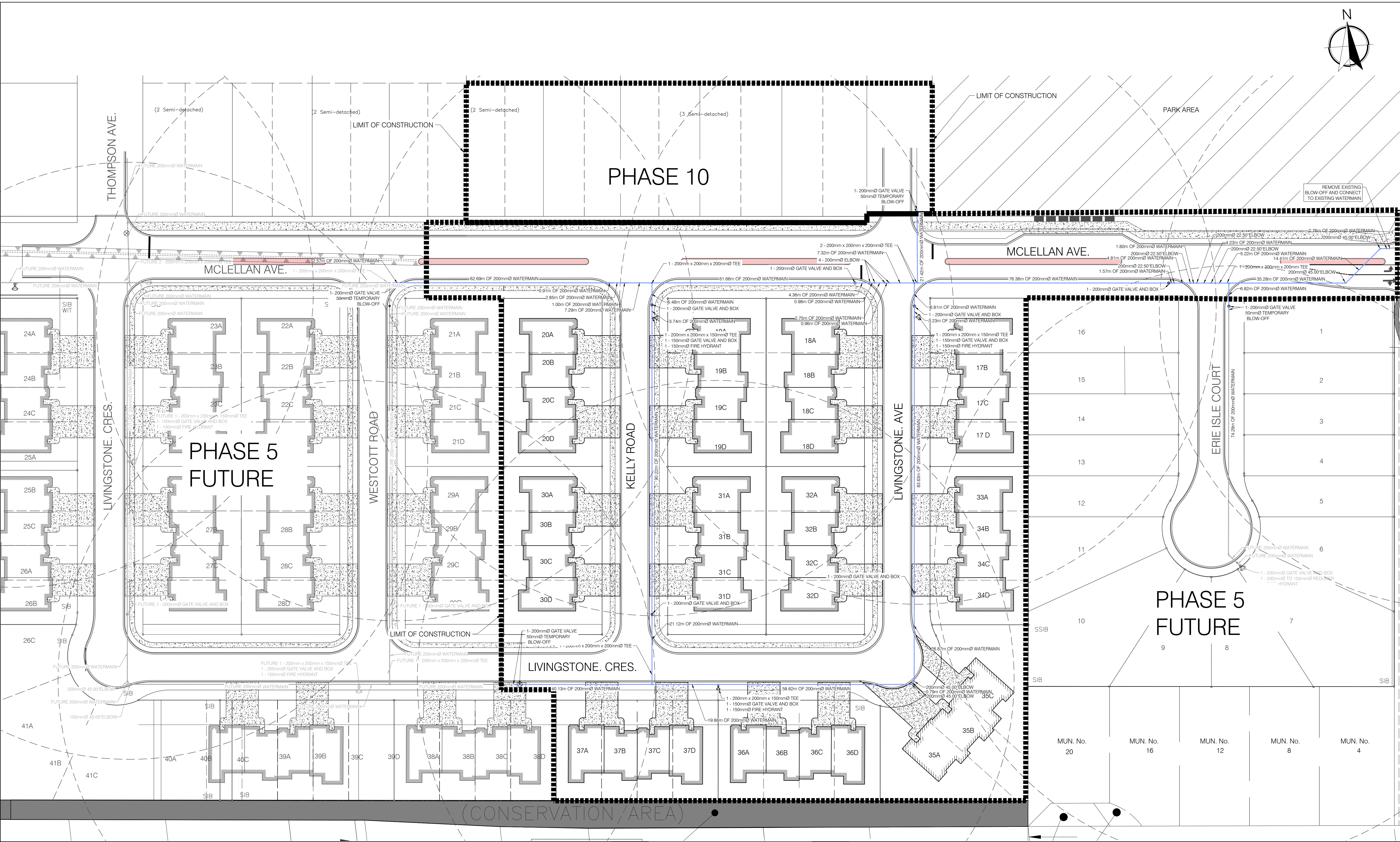
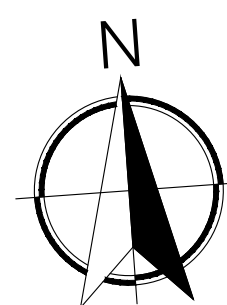
PROJECT NO:  
**17-166**

SHEET NO:  
**4**




	DATE: MARCH 13, 2020			PROJECT TITLE: <b>KINGSBRIDGE PHASE 5</b>	DATE: MARCH 13, 2020													
	 MATTHEW J. BAIRD, P.ENG.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">DATE</th> <th style="width: 90%;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td>JANUARY 23, 2020</td> <td>SUBMITTED FOR TOWN REVIEW</td> </tr> <tr> <td>JANUARY 27, 2020</td> <td>REVISED AS PER TOWNS COMMENTS</td> </tr> <tr> <td>JANUARY 31, 2020</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>FEBRUARY 11, 2020</td> <td>REVISED AS PER TOWNS COMMENTS</td> </tr> <tr> <td>FEBRUARY 25, 2020</td> <td>REVISED AS PER OWNER</td> </tr> <tr> <td>MARCH 5, 2020</td> <td>REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.</td> </tr> <tr> <td>MARCH 13, 2020</td> <td>REVISED KNOBB HILL AND MCLELLAN INTERSECTION AS PER TOWN</td> </tr> </tbody> </table>		DATE	REVISIONS	JANUARY 23, 2020	SUBMITTED FOR TOWN REVIEW	JANUARY 27, 2020	REVISED AS PER TOWNS COMMENTS	JANUARY 31, 2020	ISSUED FOR TENDER	FEBRUARY 11, 2020	REVISED AS PER TOWNS COMMENTS	FEBRUARY 25, 2020	REVISED AS PER OWNER	MARCH 5, 2020	REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.	MARCH 13, 2020
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MARCH 5, 2020	REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.																	
MARCH 13, 2020	REVISED KNOBB HILL AND MCLELLAN INTERSECTION AS PER TOWN																	
PROJECT TITLE: <b>KINGSBRIDGE PHASE 5</b> KINGSBRIDGE DEVELOPMENT SHEET TITLE: <b>SANITARY SEWER PLAN</b>				SCALE: 1:500	SHEET NO: <b>5</b>													
27 PRINCESS STREET, SUITE #102 LEWINGTON, ONTARIO N9A 2X8				DRAWN BY: P.S.														
1000 - 267 PELLISSIER STREET, WINNIPEG, ONTARIO N9A 4K4				CHECKED BY: M.J.B.														



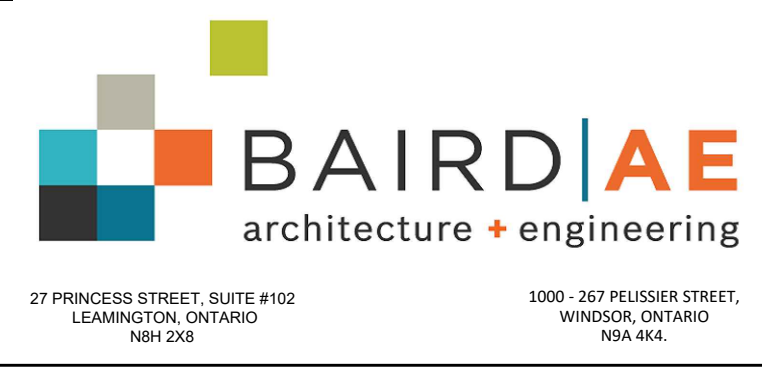


DATE: 15.03.2020 KINGSBRIDGE PHASE 5 - SECOND EXISTING WATERMANS



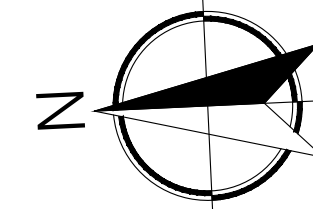
DATE: MARCH 13, 2020  
  
 MATTHEW J. BAIRD, P.ENG.

DATE	REVISIONS
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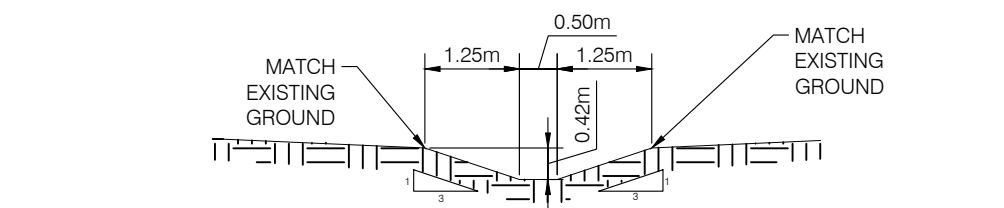


PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**  
 KINGSBRIDGE DEVELOPMENT  
 SHEET TITLE:  
**WATERMAIN PLAN**

DATE: MARCH 13, 2020	PROJECT NO: 17-166
SCALE: 1:500	
DRAWN BY: P.S.	SHEET NO: <b>6</b>
CHECKED BY: M.J.B.	

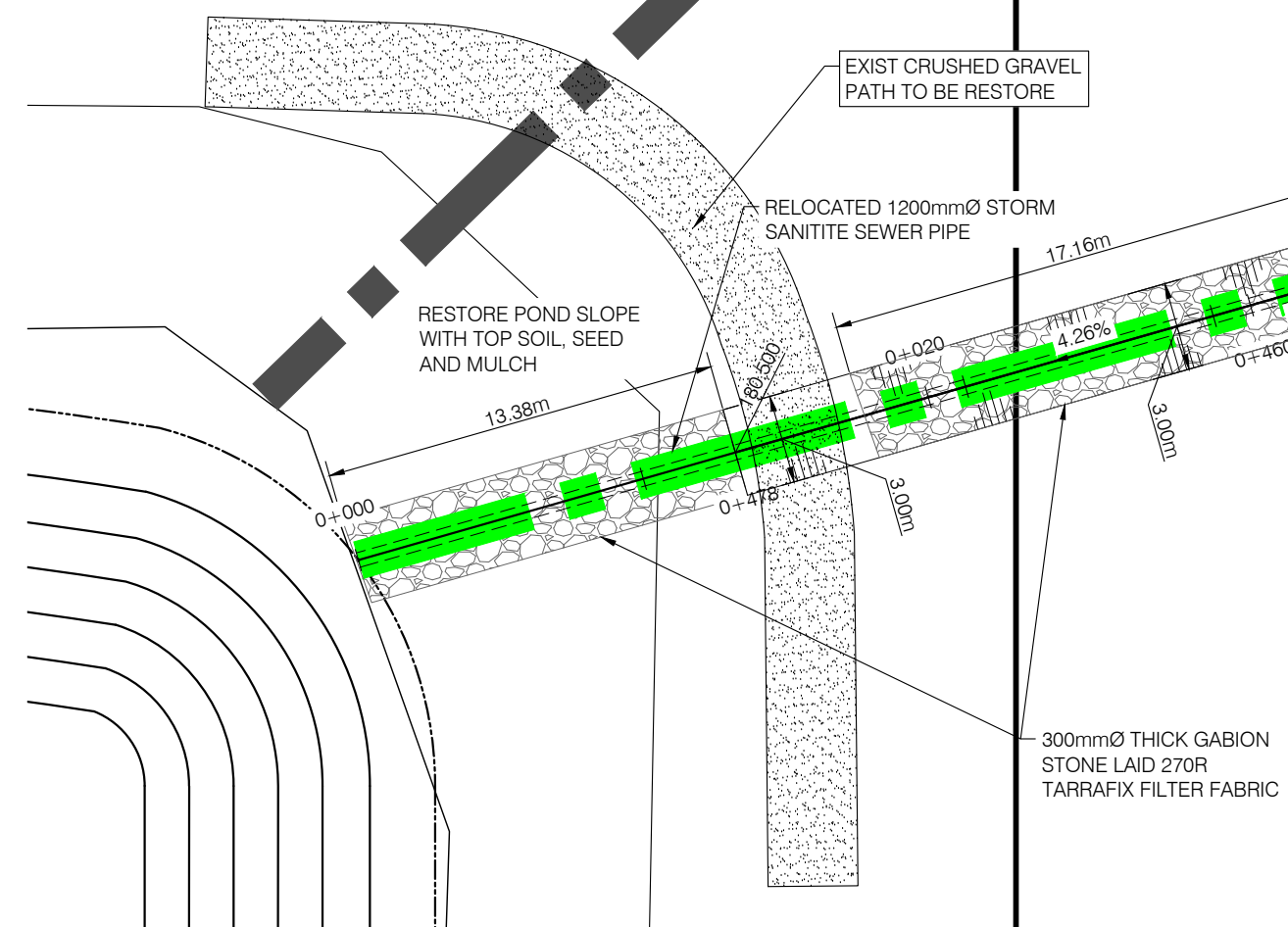


SEE PAGE 8



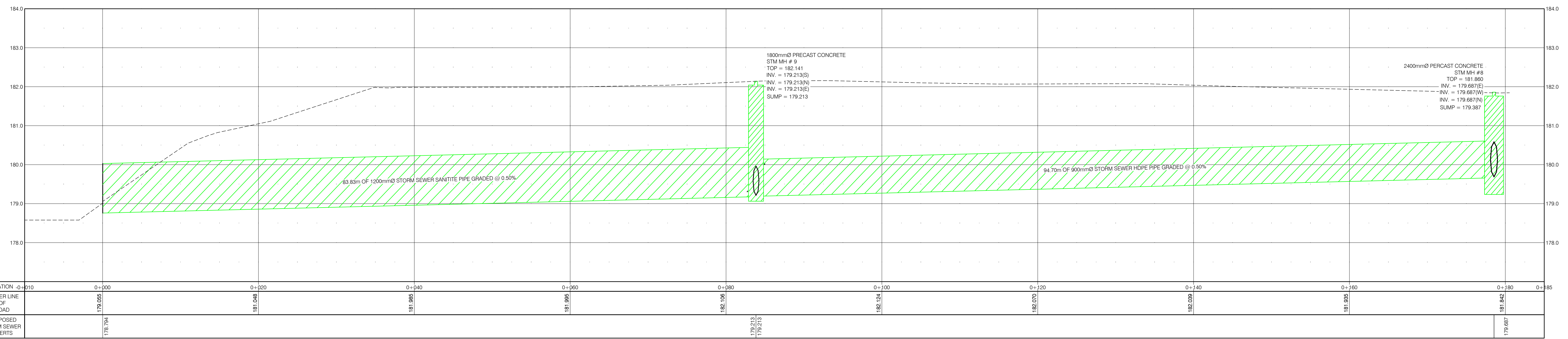
TYPICAL SWALE CROSS SECTION 'A' - 'A'  
SCALE: 1:100

EXISTING REGIONAL POND



CONSERVATION AREA

MCLELLAN AVE.



DATE: MARCH 13, 2020

M. J. BAIRD  
100150230  
MATTHEW J. BAIRD, P. ENG.

DATE	REVISIONS
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27 PRINCESS STREET, SUITE #102  
LEAMINGTON, ONTARIO  
N8H 2X8

1000 - 267 PELUSHER STREET,  
WINNIPEG, ONTARIO  
R5A 4K4.

PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**  
KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**PLAN AND PROFILE EASEMENT 0+000 TO 0+181**

DATE:  
MARCH 13, 2020

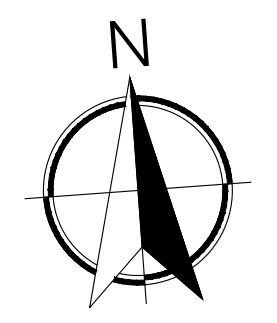
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VER: 1:50

DRAWN BY:  
P.S.

CHECKED BY:  
M.J.B.

PROJECT NO:  
**17-166**

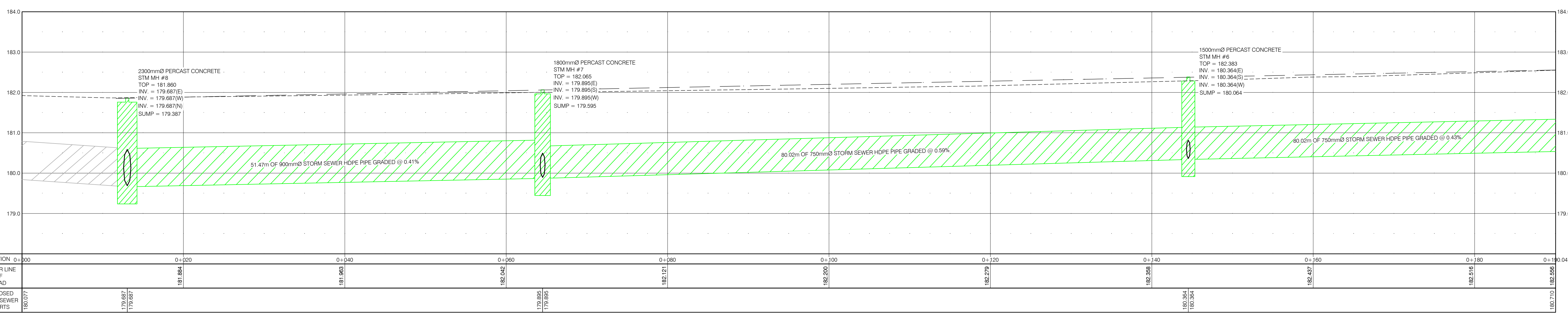
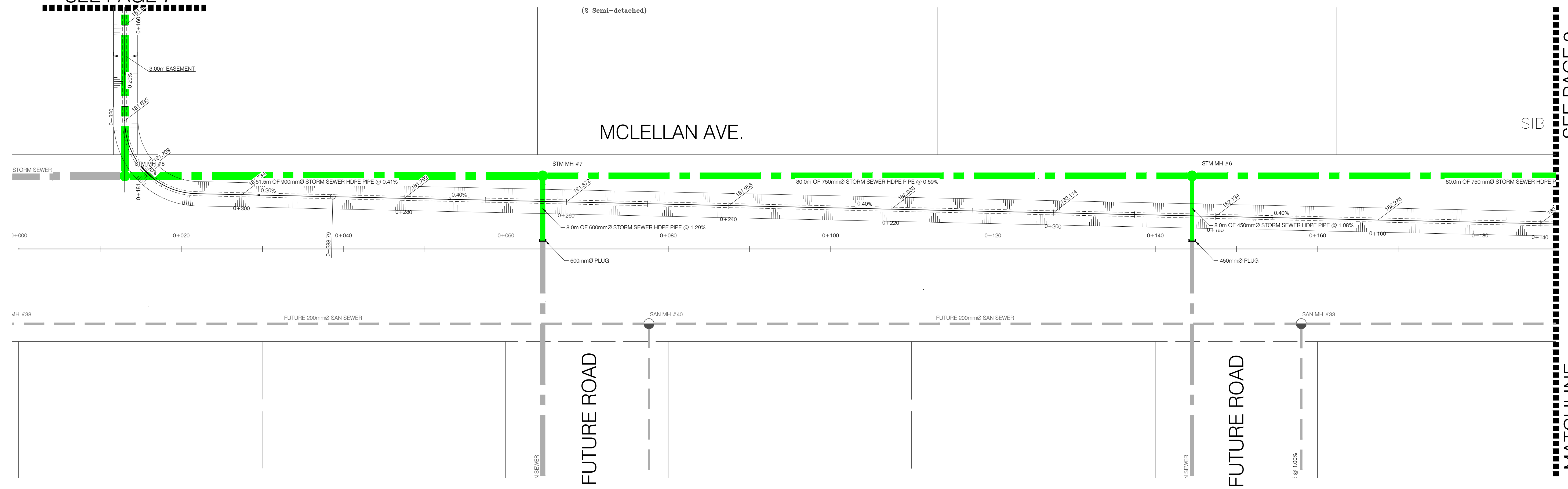
SHEET NO:  
**7**



SEE PAGE 7

SEE PAGE 9

MCLELLAN AVE.



MARCH 13, 2020  
KINGSBRIDGE DEVELOPMENT PHASE 5 PLAN AND PROFILE.DWG

DATE: MARCH 13, 2020

MATTHEW J. BAIRD, P. ENG.

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LEAMINGTON, ONTARIO  
N8H 2X8

1000 - 267 PELUSHER STREET,  
WINNIPEG, ONTARIO  
R5A 4K4.

PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**  
KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**PLAN AND PROFILE MCLELLAN 0+000 TO 0+190.4**

DATE:  
MARCH 13, 2020

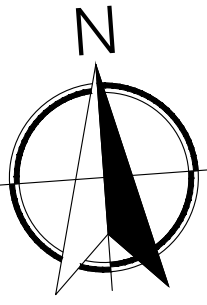
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DRAWN BY:  
P.S.

CHECKED BY:  
M.J.B.

PROJECT NO:  
**17-166**

SHEET NO:  
**8**



SEE PAGE 8

WINGSTONE CRES.

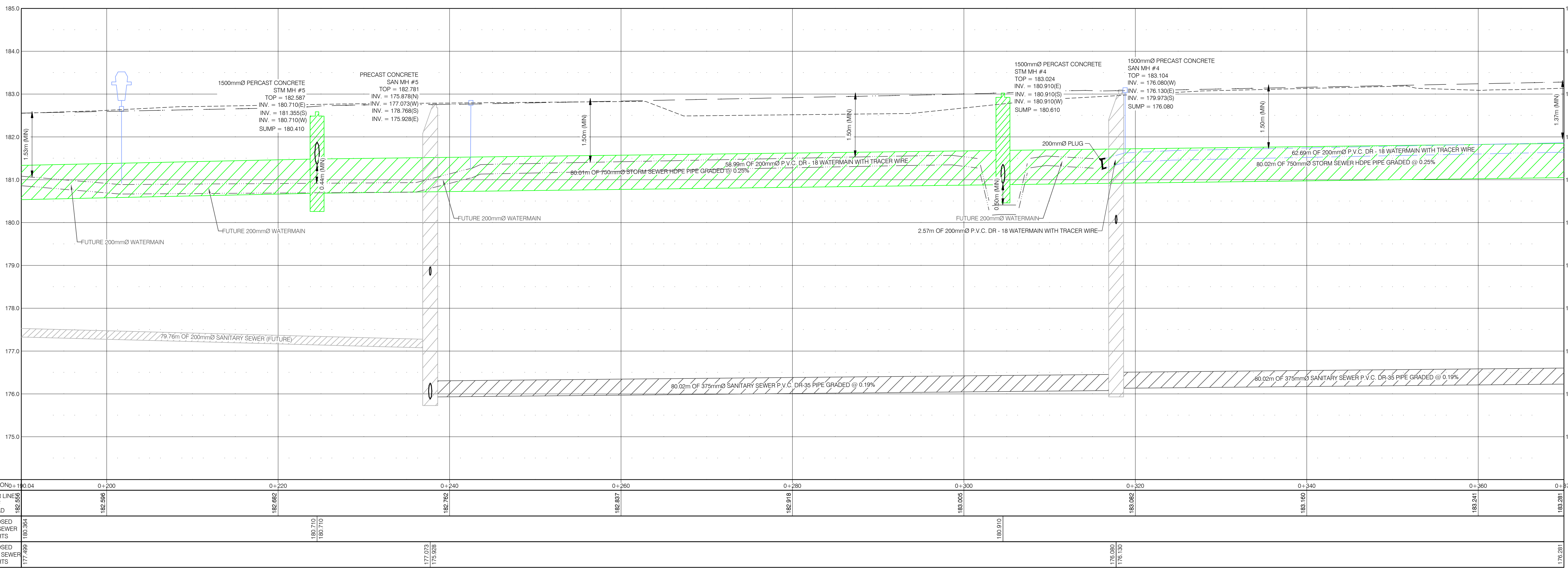
MCLELLAN AVE.

SEE PAGE 10

MATCHLINE

MATCHLINE

WESTCOTT RD.



17-114 KINGSBRIDGE SUBDIVISION PHASE 5 PLAN AND PROFILE.DWG  
 MARCH 2020

STATIONING	0+004	0+200	0+220	0+240	0+260	0+280	0+300	0+320	0+340	0+360	0+370
CENTER LINE OF ROAD	182.596	182.682	182.710	182.762	182.857	182.918	183.005	183.062	183.160	183.241	183.281
PROPOSED STORM SEWER INVERTS		180.710	180.710				180.210				176.281
PROPOSED SANITARY SEWER INVERTS	177.928	180.364		177.073	175.928			176.050	176.180		

DATE: MARCH 13, 2020

MATTHEW J. BAIRD, P. ENG.

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LEAMINGTON, ONTARIO  
N8H 2X8

1000 - 267 PELUSHER STREET,  
WINDSOR, ONTARIO  
N9A 4K4.

PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**

KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**PLAN AND PROFILE MCLELLAN 0+190.04 TO 0+370**

DATE:  
MARCH 13, 2020

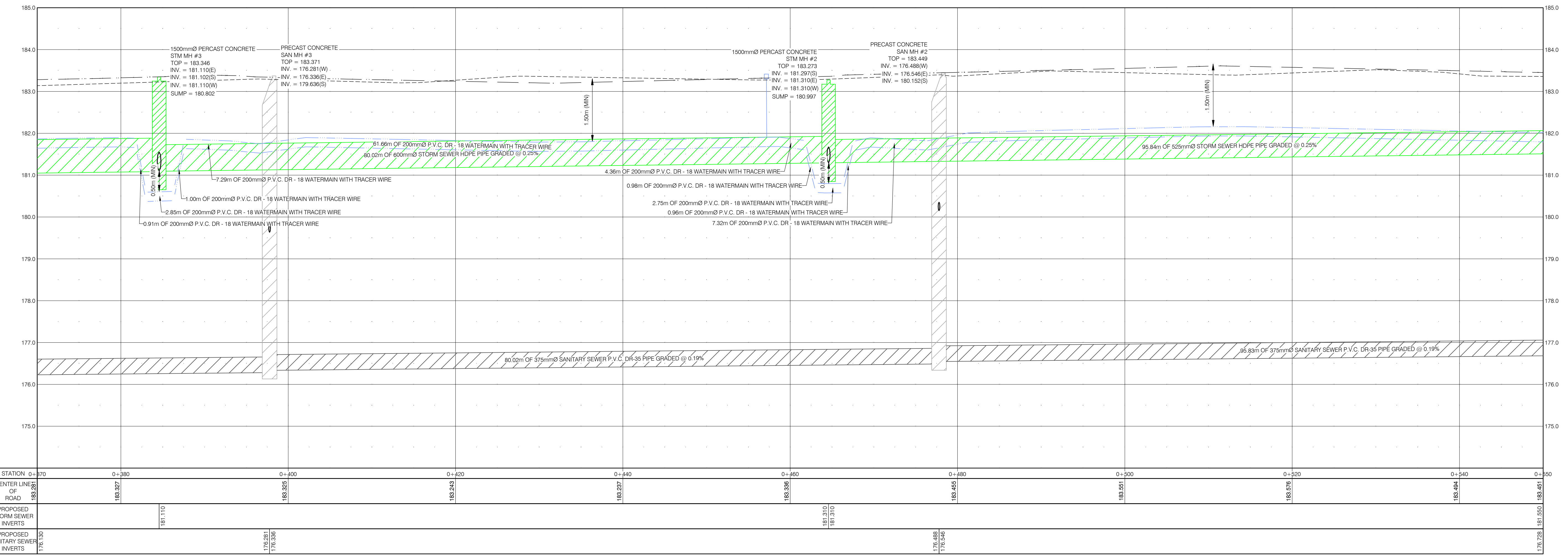
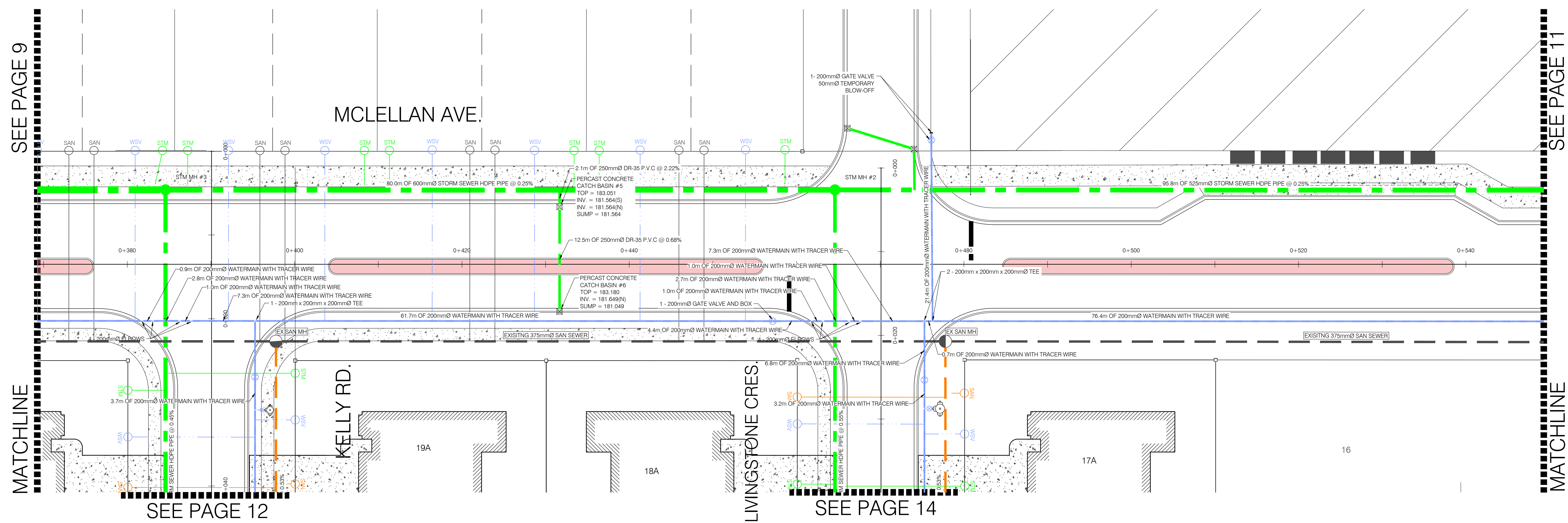
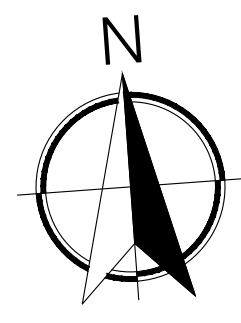
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DRAWN BY:  
P.S.

CHECKED BY:  
M.J.B.

PROJECT NO:  
**17-166**

SHEET NO:  
**9**



DATE: MARCH 13, 2020

MATTHEW J. BAIRD, P. ENG.

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LEAMINGTON, ONTARIO  
N8H 2X8

1000 - 267 PELUSHER STREET,  
WINNIPEG, ONTARIO  
R9A 4A4.

PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**

KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**PLAN AND PROFILE MCLELLAN 0+370 TO 0+550**

DATE:  
MARCH 13, 2020

SCALE:  
HOR: 1:750  
VER: 1:50

DRAWN BY:  
P.S.

CHECKED BY:  
M.J.B.

PROJECT NO:  
**17-166**

SHEET NO:  
**10**

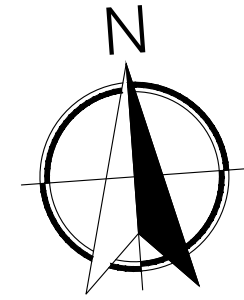
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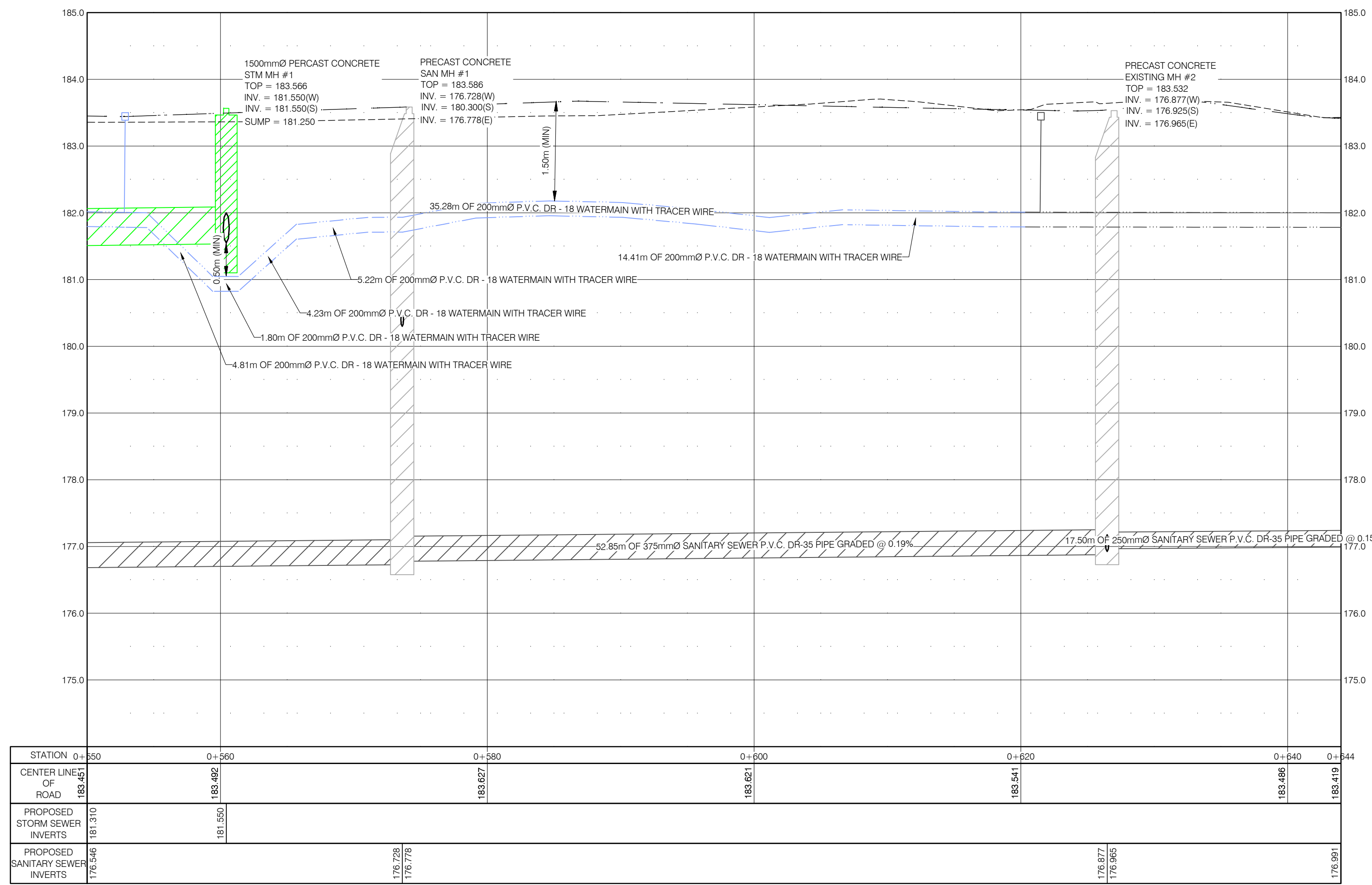
ERIE ISLE COURT

MCLELLAN AVE.

KNOB HILL DR.



LEGEND			
DESCRIPTION	EXISTING	FUTURE	PROPOSED
STORM SEWER	---	---	---
SANITARY SEWER	---	---	---
WATER MAIN	---	---	---
STORM SERVICE		○ STM	○ STM
SANITARY SERVICE		○ SAN	○ SAN
WATER SERVICE		○ WSV	○ WSV
FIRE HYDRANT & WATER VALVE	⊗	⊗	⊗
GAS MAIN	---		
CATCH BASIN	⊠	⊠	⊠
STORM MANHOLE	●	●	●
SANITARY MANHOLE	●	●	●
WATER VALVE	⊗	⊗	⊗
EP ELEVATIONS			180.000
STREET LIGHTS			⊙



MARCH 2020  
PROJECT: 14-114 KINGSBRIDGE DEVELOPMENT PHASE 5 PLAN AND PROFILE.DWG

DATE: MARCH 13, 2020

MATTHEW J. BAIRD, P. ENG.

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LEAMINGTON, ONTARIO  
N8A 2X8

1000 - 267 PELLISSIER STREET,  
WINDSOR, ONTARIO  
N9A 4K4.

PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**

KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**PLAN AND PROFILE MCLELLAN 0+550 TO 0+644**

DATE:  
MARCH 13, 2020

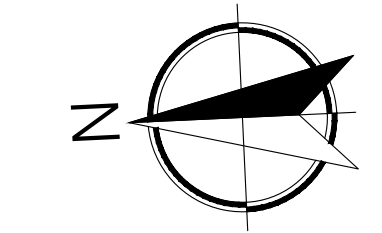
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P.S.

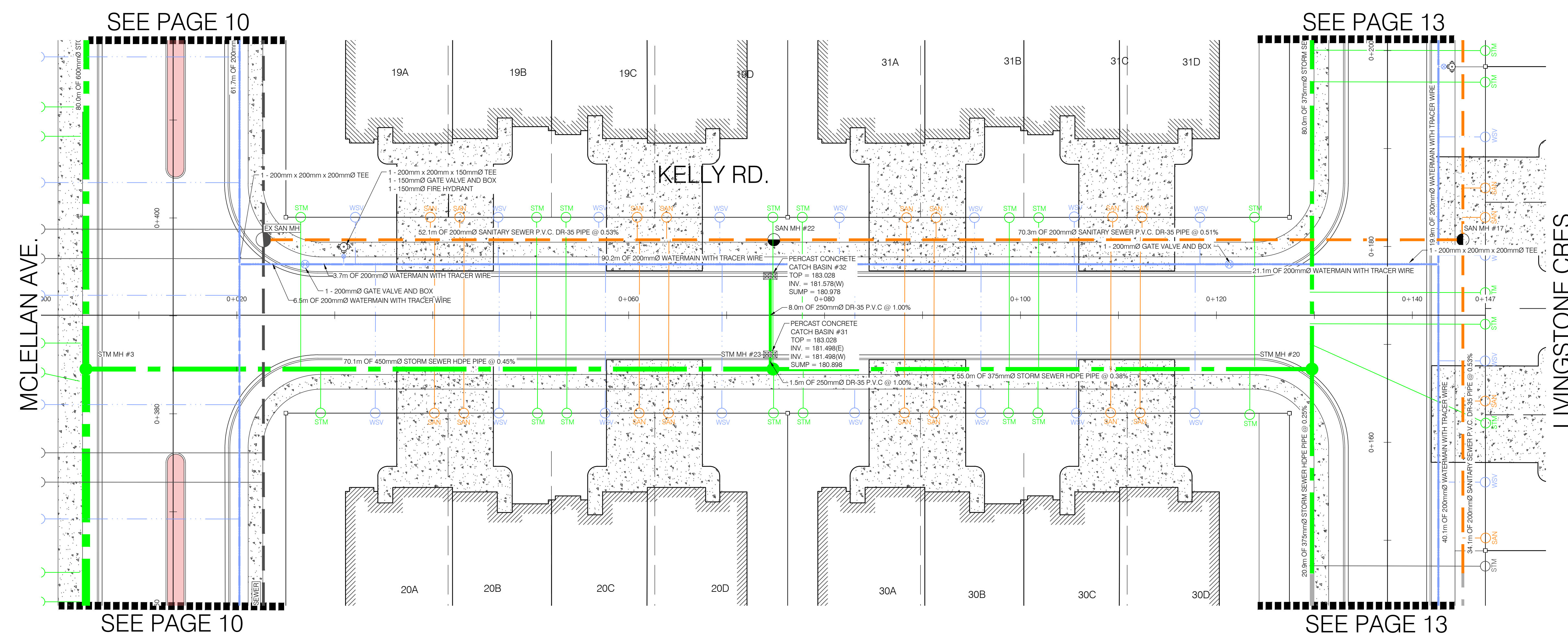
CHECKED BY:  
M.J.B.

PROJECT NO:  
**17-166**

SHEET NO:  
**11**



LEGEND			
DESCRIPTION	EXISTING	FUTURE	PROPOSED
STORM SEWER	---	---	---
SANITARY SEWER	---	---	---
WATER MAIN	---	---	---
STORM SERVICE		○ STM	○ STM
SANITARY SERVICE		○ SAN	○ SAN
WATER SERVICE		○ WSV	○ WSV
FIRE HYDRANT & WATER VALVE	⊗	⊗	⊗
GAS MAIN	---		
CATCH BASIN	⊠	⊠	⊠
STORM MANHOLE	●	●	●
SANITARY MANHOLE	●	●	●
WATER VALVE	⊗	⊗	⊗
EP ELEVATIONS			▽
STREET LIGHTS			☀

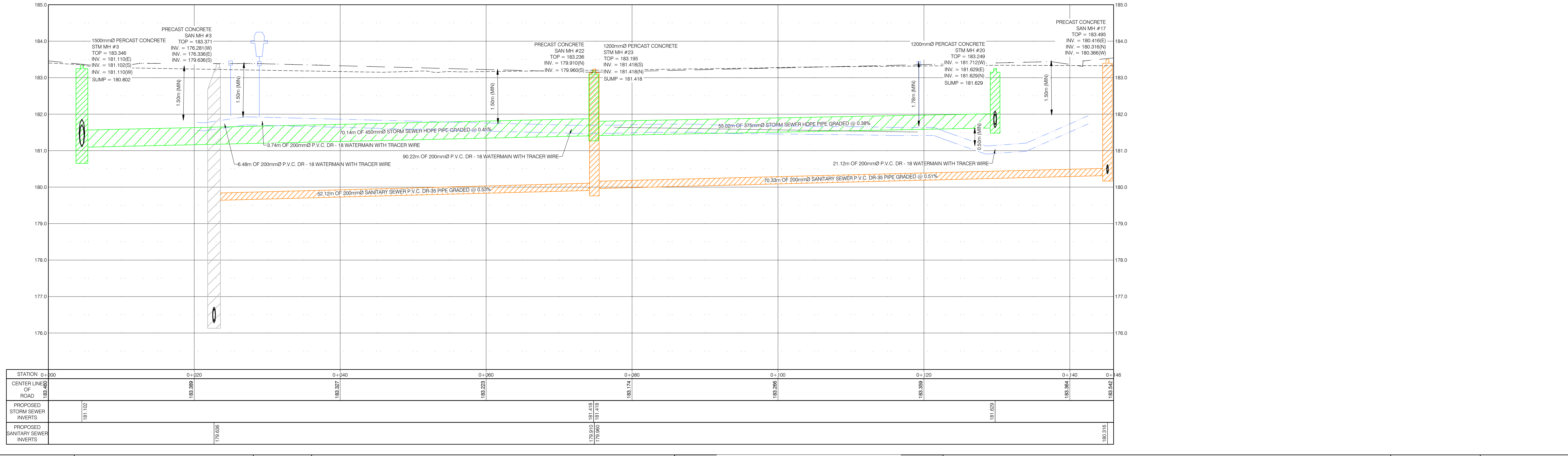


SEE PAGE 10

SEE PAGE 13

SEE PAGE 10

SEE PAGE 13



DATE: MARCH 13, 2020

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LEAMINGTON, ONTARIO  
N8A 2X8

1000 - 267 PELUSHER STREET,  
WINDSOR, ONTARIO  
N9A 4K4.

PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**

KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**PLAN AND PROFILE KELLY 0+000 TO 0+146**

DATE:  
MARCH 13, 2020

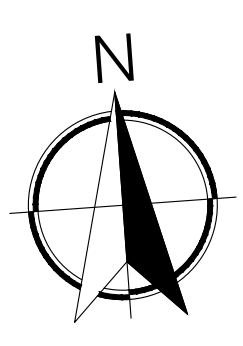
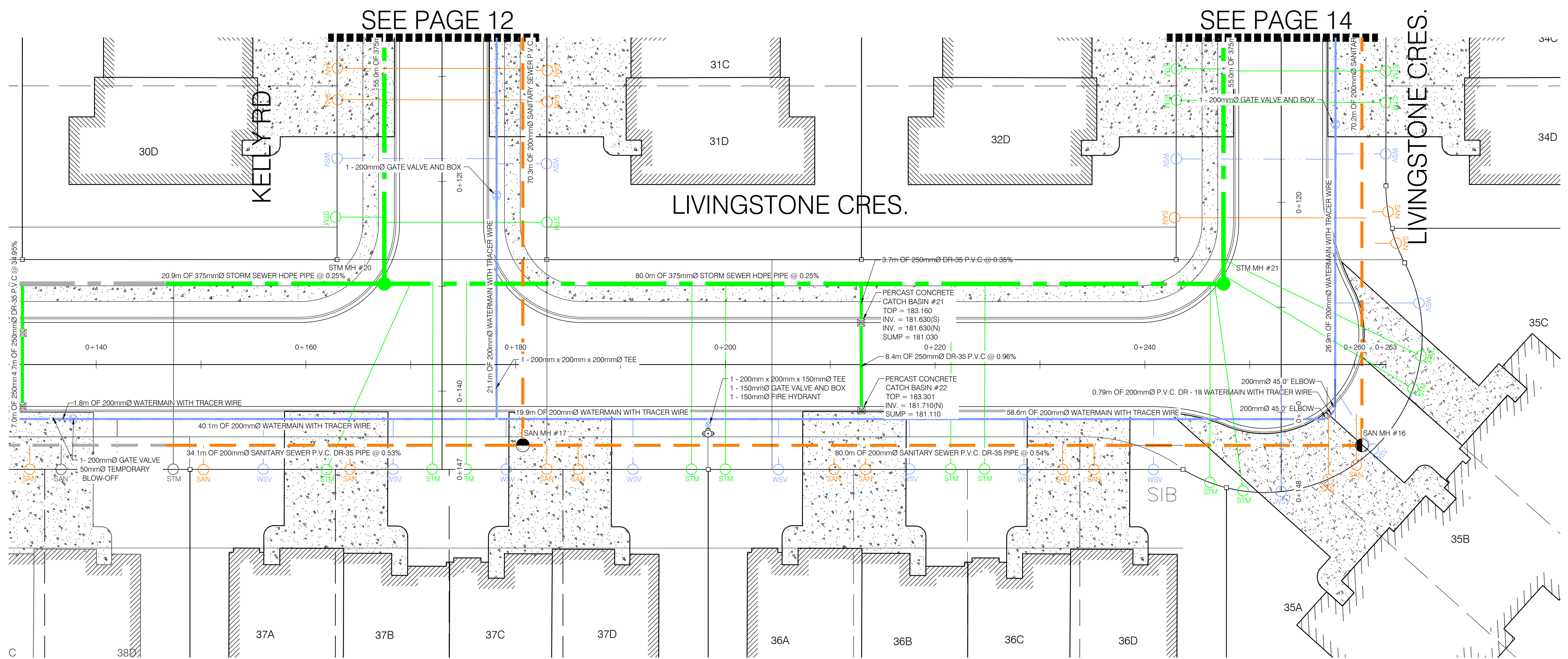
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P.S.

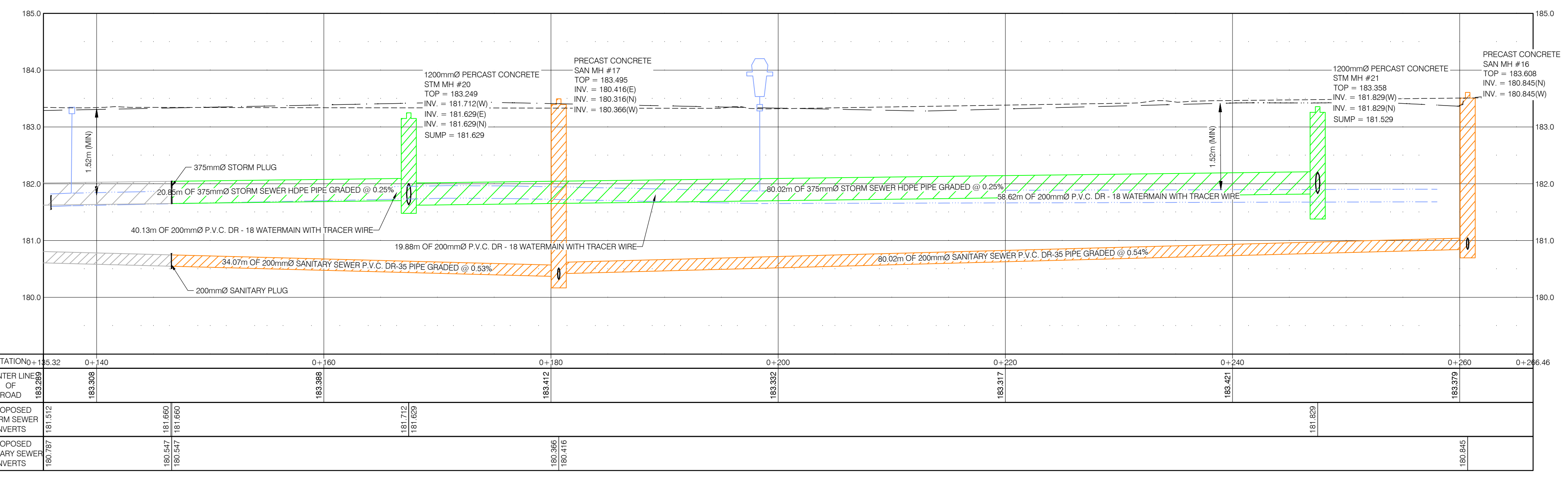
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M.J.B.

PROJECT NO:  
**17-166**

SHEET NO:  
**12**



LEGEND			
DESCRIPTION	EXISTING	FUTURE	PROPOSED
STORM SEWER			
SANITARY SEWER			
WATER MAIN			
STORM SERVICE			
SANITARY SERVICE			
WATER SERVICE			
FIRE HYDRANT & WATER VALVE			
GAS MAIN			
CATCH BASIN			
STORM MANHOLE			
SANITARY MANHOLE			
WATER VALVE			
EP ELEVATIONS			
STREET LIGHTS			



17-166-KINGSBRIDGE DEVELOPMENT PHASE 5 PLAN AND PROFILE.DWG

DATE: MARCH 13, 2020

MATTHEW J. BAIRD, P. ENG.

DATE	REVISIONS
JANUARY 23, 2020	SUBMITTED FOR TOWN REVIEW
JANUARY 27, 2020	ISSUED AS PER TOWNS COMMENTS
JANUARY 31, 2020	ISSUED FOR TENDER
FEBRUARY 11, 2020	REVISED AS PER TOWNS COMMENTS
FEBRUARY 25, 2020	REVISED AS PER OWNER
MARCH 5, 2020	REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.
MARCH 13, 2020	REVISED KNOBB HILL AND MCLEALE INTERSECTION AS PER TOWN

27 PRINCESS STREET, SUITE #102  
LEAMINGTON, ONTARIO  
N8H 2X8

1000 - 267 PELLISSIER STREET,  
WINNIPEG, ONTARIO  
R5A 4K4.

PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**

KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**PLAN AND PROFILE LIVINGSTONE(S) 0+135 TO 0+263**

DATE:  
MARCH 13, 2020

SCALE:  
HOR: 1:750  
VER: 1:50

DRAWN BY:  
P.S.

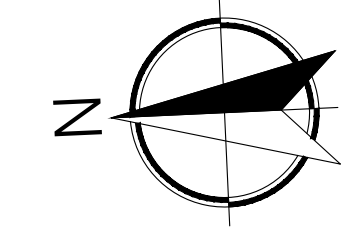
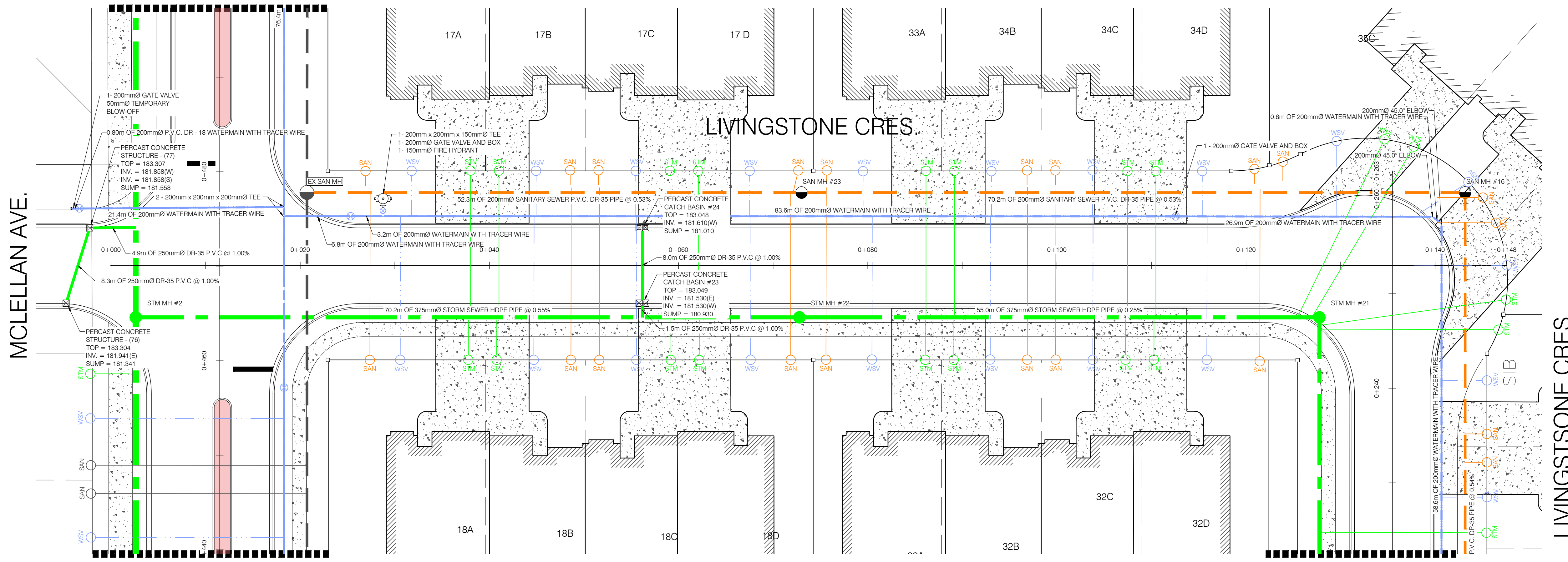
CHECKED BY:  
M.J.B.

PROJECT NO:  
**17-166**

SHEET NO:  
**13**



SEE PAGE 10



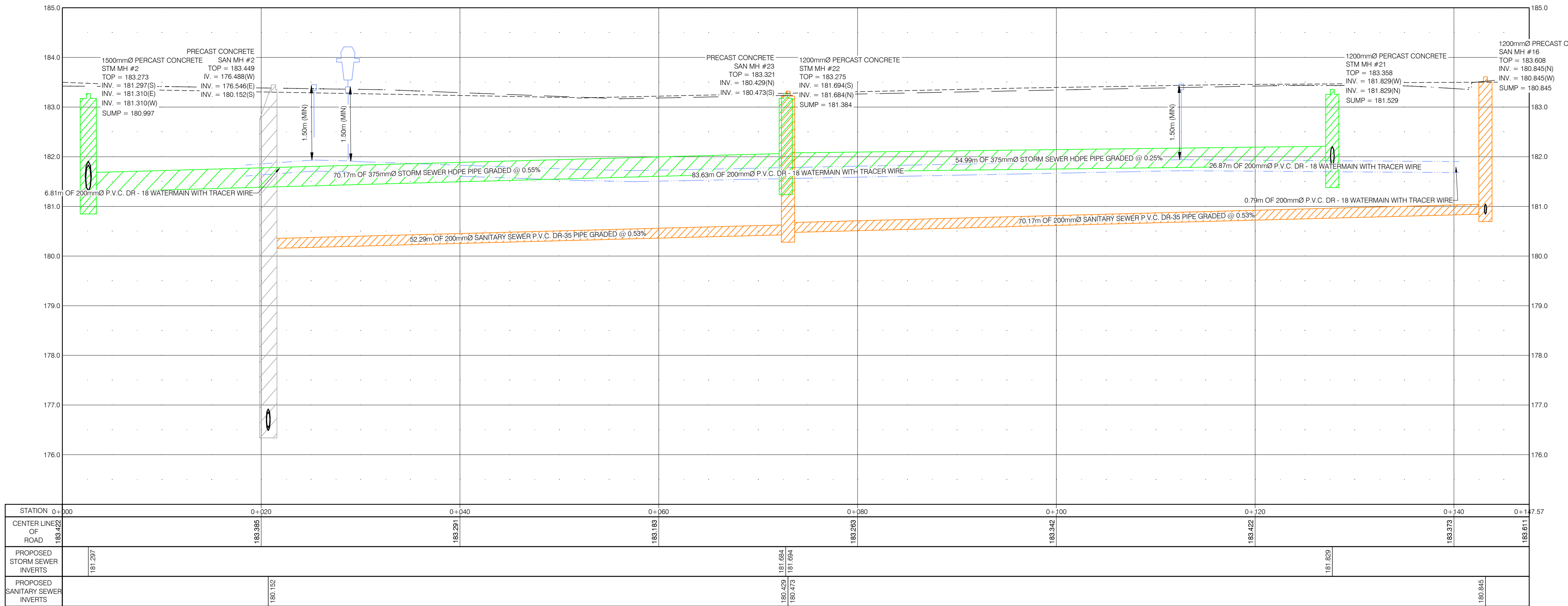
LEGEND			
DESCRIPTION	EXISTING	FUTURE	PROPOSED
STORM SEWER	---	---	---
SANITARY SEWER	---	---	---
WATER MAIN	---	---	---
STORM SERVICE		○ STM	○ STM
SANITARY SERVICE		○ SAN	○ SAN
WATER SERVICE		○ WSW	○ WSW
FIRE HYDRANT & WATER VALVE	⊗	⊗	⊗
GAS MAIN	---		
CATCH BASIN	⊠	⊠	⊠
STORM MANHOLE	●	●	●
SANITARY MANHOLE	●	●	●
WATER VALVE	⊗	⊗	⊗
EP ELEVATIONS			↘
STREET LIGHTS			☼

MCLELLAN AVE.

LIVINGSTONE CRES.

SEE PAGE 10

SEE PAGE 13



MARCH 2020  
17-166-KINGSBRIDGE SUBDIVISION PHASE 5 PLAN AND PROFILE.DWG

DATE: MARCH 13, 2020

MATTHEW J. BAIRD, P. ENG.

DATE	REVISIONS
JANUARY 23, 2020	SUBMITTED FOR TOWN REVIEW
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27 PRINCESS STREET, SUITE #102  
LEAMINGTON, ONTARIO  
N8H 2X8

1000 - 267 PELLISSIER STREET,  
WINDSOR, ONTARIO  
N9A 4K4.

PROJECT TITLE:  
**KINGSBRIDGE PHASE 5**

KINGSBRIDGE DEVELOPMENT

SHEET TITLE:  
**PLAN AND PROFILE LIVINGSTONE(E) 0+000 TO 0+148**

DATE:  
MARCH 13, 2020

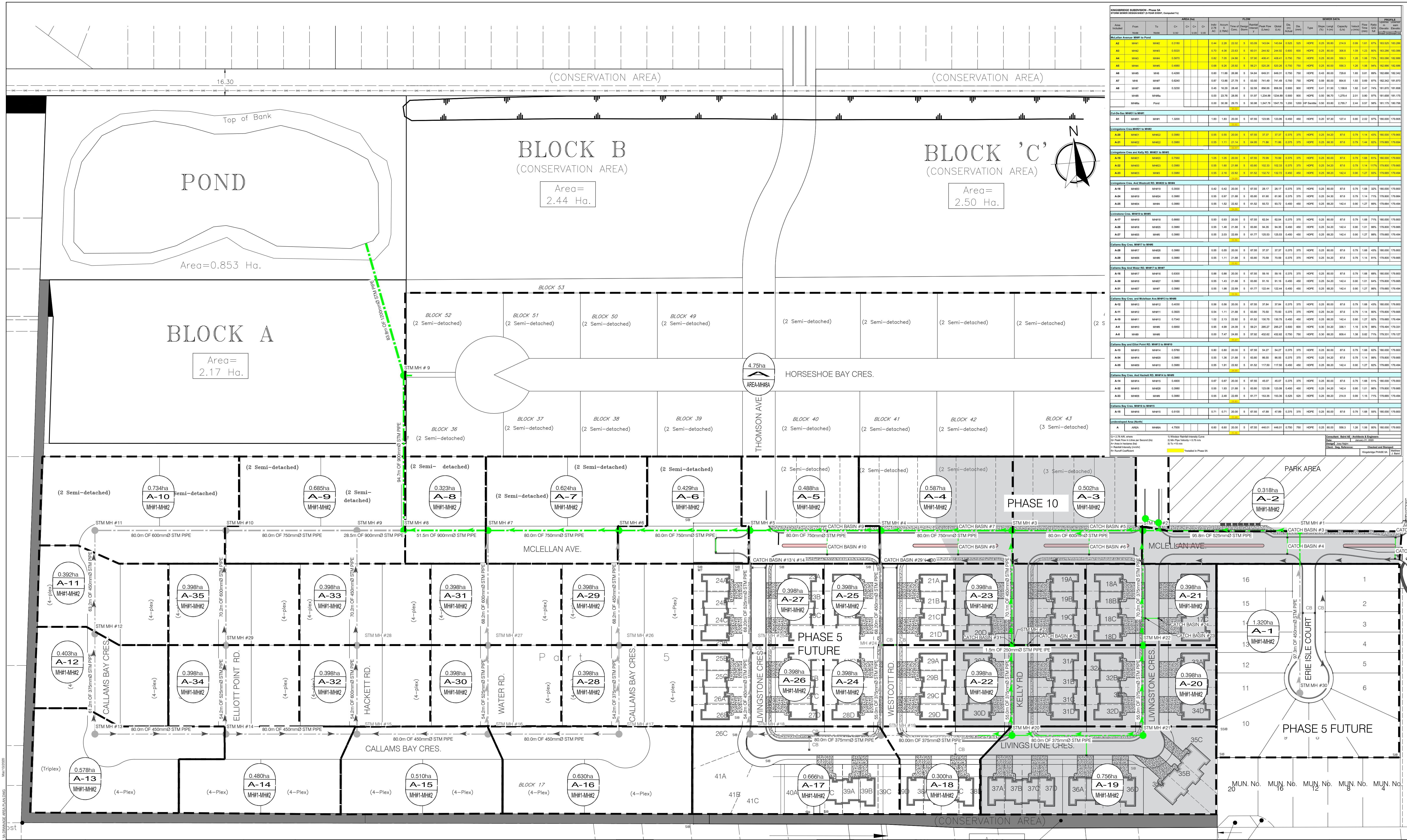
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HOR: 1:750  
VER: 1:50

DRAWN BY:  
P.S.

CHECKED BY:  
M.J.B.

PROJECT NO:  
**17-166**

SHEET NO:  
**14**



**MANHOLE DATA**

MANHOLE NO.	AREA (HA)	INLET DIA. (mm)	OUTLET DIA. (mm)	DEPTH (m)	TYPE	STATUS
A1	0.100	1500	1500	1.00	MANHOLE	EXISTING
A2	0.100	1500	1500	1.00	MANHOLE	EXISTING
A3	0.100	1500	1500	1.00	MANHOLE	EXISTING
A4	0.100	1500	1500	1.00	MANHOLE	EXISTING
A5	0.100	1500	1500	1.00	MANHOLE	EXISTING
A6	0.100	1500	1500	1.00	MANHOLE	EXISTING
A7	0.100	1500	1500	1.00	MANHOLE	EXISTING
A8	0.100	1500	1500	1.00	MANHOLE	EXISTING
A9	0.100	1500	1500	1.00	MANHOLE	EXISTING
A10	0.100	1500	1500	1.00	MANHOLE	EXISTING
A11	0.100	1500	1500	1.00	MANHOLE	EXISTING
A12	0.100	1500	1500	1.00	MANHOLE	EXISTING
A13	0.100	1500	1500	1.00	MANHOLE	EXISTING
A14	0.100	1500	1500	1.00	MANHOLE	EXISTING
A15	0.100	1500	1500	1.00	MANHOLE	EXISTING
A16	0.100	1500	1500	1.00	MANHOLE	EXISTING
A17	0.100	1500	1500	1.00	MANHOLE	EXISTING
A18	0.100	1500	1500	1.00	MANHOLE	EXISTING
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A100	0.100	1500	1500	1.00	MANHOLE	EXISTING



DATE: MARCH 13, 2020  
 M. J. BAIRD  
 MATTHEW J. BAIRD, P.ENG.

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JANUARY 27, 2020	REVISED AS PER TOWNS COMMENTS
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**BAIRD | AE**  
 architecture + engineering

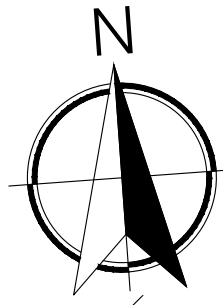
27 PRINCESS STREET, SUITE #102  
 LEAMINGTON, ONTARIO  
 N9A 4K4

1000 - 267 PELLISSIER STREET,  
 WINNIPEG, ONTARIO  
 N9A 4K4

PROJECT TITLE: **KINGSBRIDGE PHASE 5**  
 KINGSBRIDGE DEVELOPMENT  
 SHEET TITLE: **STORM SEWER DRAINAGE PLAN**

DATE: MARCH 13, 2020  
 SCALE: 1:750  
 DRAWN BY: P.S.  
 CHECKED BY: M.J.B.

PROJECT NO: **17-166**  
 SHEET NO: **15**



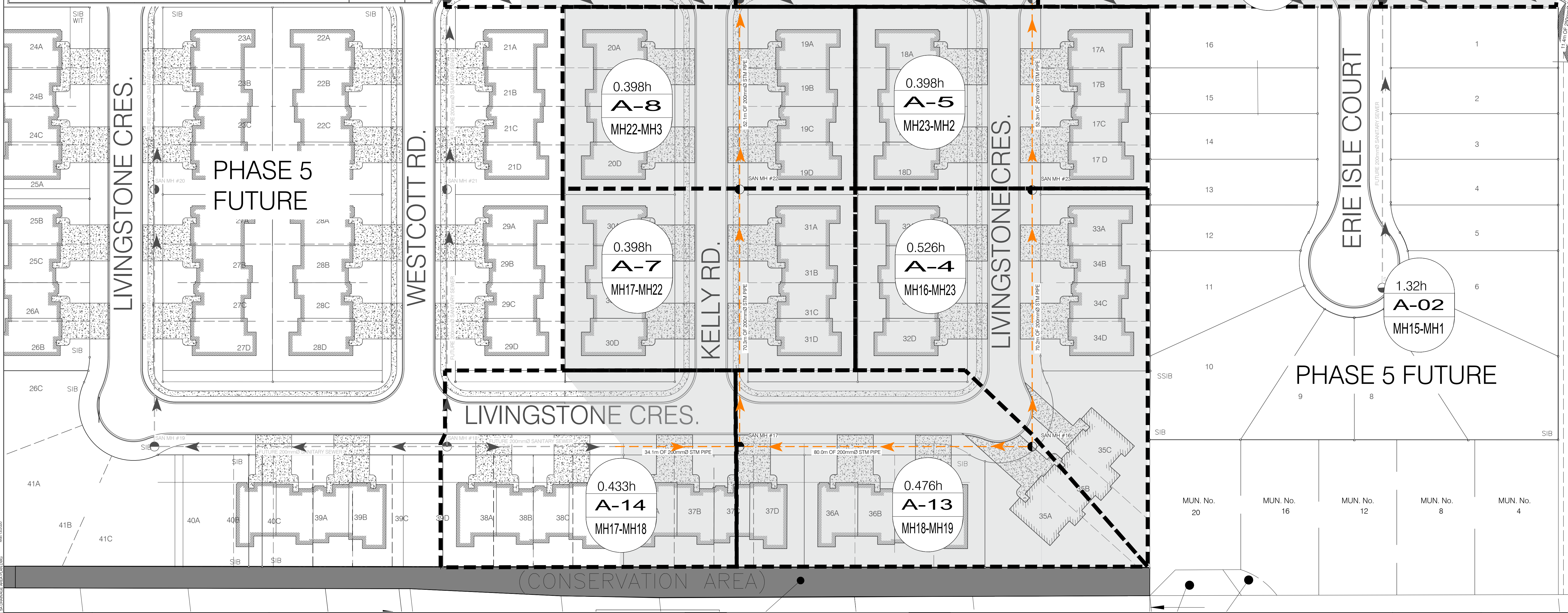
**KINGSBRIDGE DEVELOPMENT - PHASE 5  
SANITARY SEWER DESIGN SHEET**

LOCATION	AREA (m <sup>2</sup> )	POPULATION	INDIVIDUAL POPULATION	CUMULATIVE POPULATION	PEAK FACTOR	POPULATION (L/S)	AREA (m <sup>2</sup> )	CUM. AREA (m <sup>2</sup> )	INFILTRATION (L/S)	Q TOTAL (L/S)	DIA (mm)	DIA (IN)	TYPE	DEPTH (m)	LENGTH (m)	CAPACITY (L/S)	VELOCITY (m/s)	FLOW TIME (min)	RATIO Q/Q <sub>10</sub>	
MCLELLAN AVE. EAST PHASE EXISTING 2	36,147	3,500	481.00	1614	1.14	3,500	36,147	36,147	7.22	37.95	300	12.0	P.V.C. DR-35	0.28	95.00	91.1	0.72	2.07	74.2%	
ATA EXISTING 2	0,070	3,500	0.00	1614	3.05	30,73	0,070	36,217	7.24	37.97	375	15.0	P.V.C. DR-35	0.18	52.10	76.4	0.69	1.28	48.7%	
RE LOT CUL DE SAC																				
A2 SANITARY MH 15	1,300	3,500	18.00	56	56	4.30	1.20	1,300	1.30	0.28	1.52	200	P.V.C. DR-35	0.63	78.91	23.9	0.76	1.73	6.4%	
MCLELLAN MH # 15 TO MH #1																				
A3 SANITARY MH 1	0,280	3,500	0.00	0	1670	3.65	31.70	0,280	37.818	7.56	39.28	375	P.V.C. DR-35	0.19	95.80	76.4	0.69	2.31	51.4%	
LIVINGSTONE CRESENT MH # 18 TO MH #2																				
A4 SANITARY MH 18	0,230	3,500	0.00	28	28	4.36	0.64	0,230	38.344	7.67	8.30	200	P.V.C. DR-35	0.63	67.00	23.9	0.76	1.47	34.8%	
A5 SANITARY MH 2	0,380	3,500	0.00	28	56	4.30	1.20	0,380	38.742	7.75	9.00	200	P.V.C. DR-35	0.63	52.30	23.9	0.76	1.15	37.7%	
MCLELLAN MH # 2 TO MH #3																				
A6 SANITARY MH 3	0,540	3,500	0.00	21	1747	3.62	33.03	0,540	39.287	7.66	40.88	375	P.V.C. DR-35	0.19	80.50	76.4	0.69	1.94	53.0%	
KELLY ROAD MH # 17 TO MH #2																				
A7 SANITARY MH 17	0,380	3,500	0.00	28	77	4.27	1.71	0,380	39.66	0.08	1.79	200	P.V.C. DR-35	0.63	67.22	23.9	0.76	1.48	7.5%	
A8 SANITARY MH 2	0,380	3,500	0.00	28	103	4.24	2.32	0,380	39.96	0.16	2.48	200	P.V.C. DR-35	0.63	52.20	23.9	0.76	1.15	10.4%	
MCLELLAN MH #3 TO MH #4																				
A9 SANITARY MH 4	0,520	3,500	0.00	21	1873	3.51	35.10	0,520	40.484	6.12	43.31	375	P.V.C. DR-35	0.19	79.50	76.4	0.69	1.92	56.7%	
LIVINGSTONE MH #16 AND MH #10																				
A10 SANITARY MH 10	0,470	3,500	7.00	25	25	4.37	0.50	0,470	40.76	0.10	0.65	200	P.V.C. DR-35	0.63	81.00	23.9	0.76	1.78	2.7%	
A14 SANITARY MH 16	0,430	3,500	7.00	25	25	4.37	0.50	0,430	40.99	0.18	0.74	200	P.V.C. DR-35	0.63	79.50	23.9	0.76	1.75	3.1%	

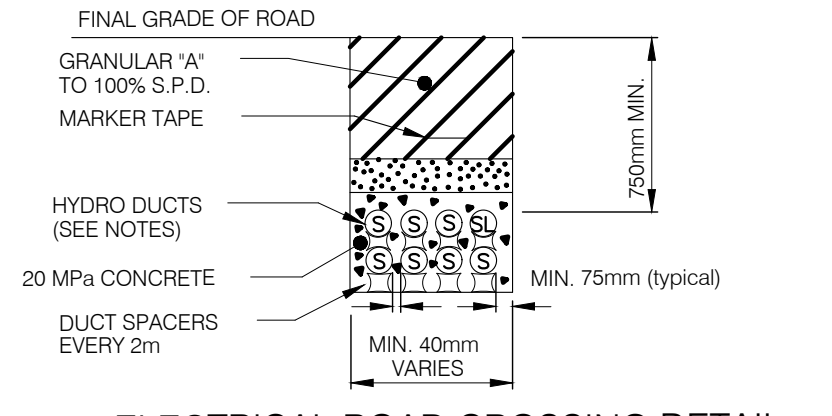
Design Parameters: Population Density = 3.5 persons per home  
Average P<sub>10</sub> = 0.2 (Town of Amherstburg Development Manual)  
P<sub>2</sub> = 0.1 (Town of Amherstburg Development Manual)  
Pipe Friction f<sub>10</sub> = 0.013 (Town of Amherstburg Development Manual)  
Minimum Pipe Velocity = 0.75 m/s (Town of Amherstburg Development Manual)

Notes: Each lot will be combined individually. Treatment per lot (10 lots x 3.5 persons will be assumed).  
Sanitary Tank Sewer

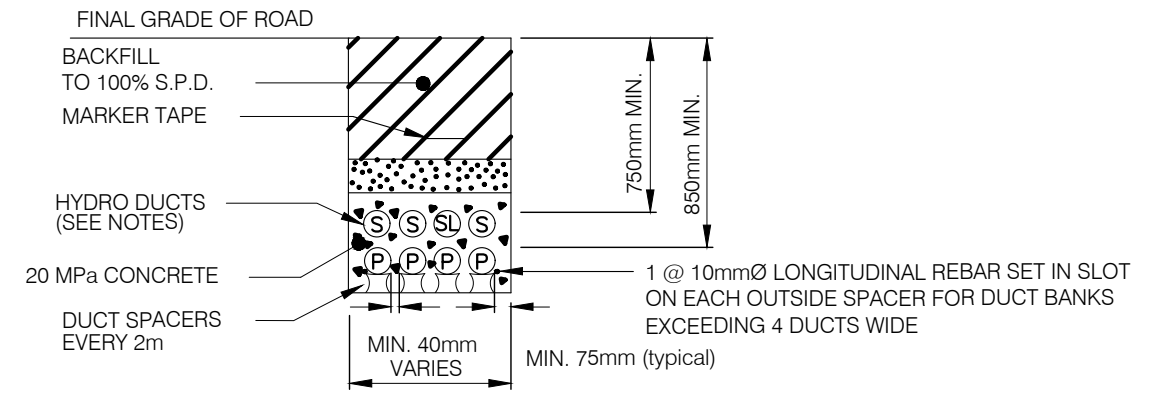
Corrections: Based on  
Date: November 28, 2019  
Drawn by: P. Baird  
Checked and Stamped: Matthew J. Baird, P. Eng.



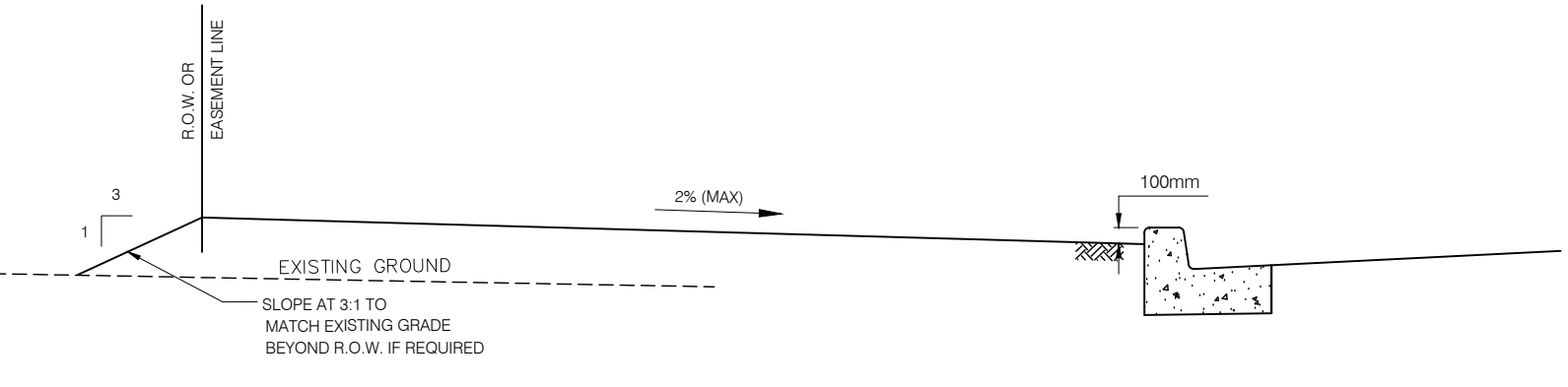
	DATE: MARCH 13, 2020	DATE	REVISIONS		PROJECT TITLE: KINGSBRIDGE PHASE 5	DATE: MARCH 13, 2020	PROJECT NO: 17-166
							SCALE: 1:750
					SHEET TITLE: SANITARY SEWER DRAINAGE PLAN	DRAWN BY: P.S.	
						CHECKED BY: M.J.B.	



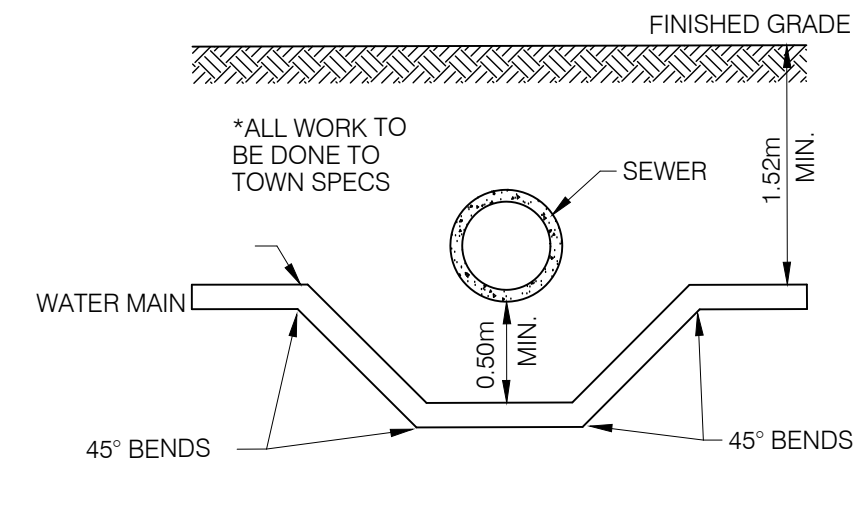
ELECTRICAL ROAD CROSSING DETAIL  
SECONDARY & STREETLIGHTING DUCTS  
NTS



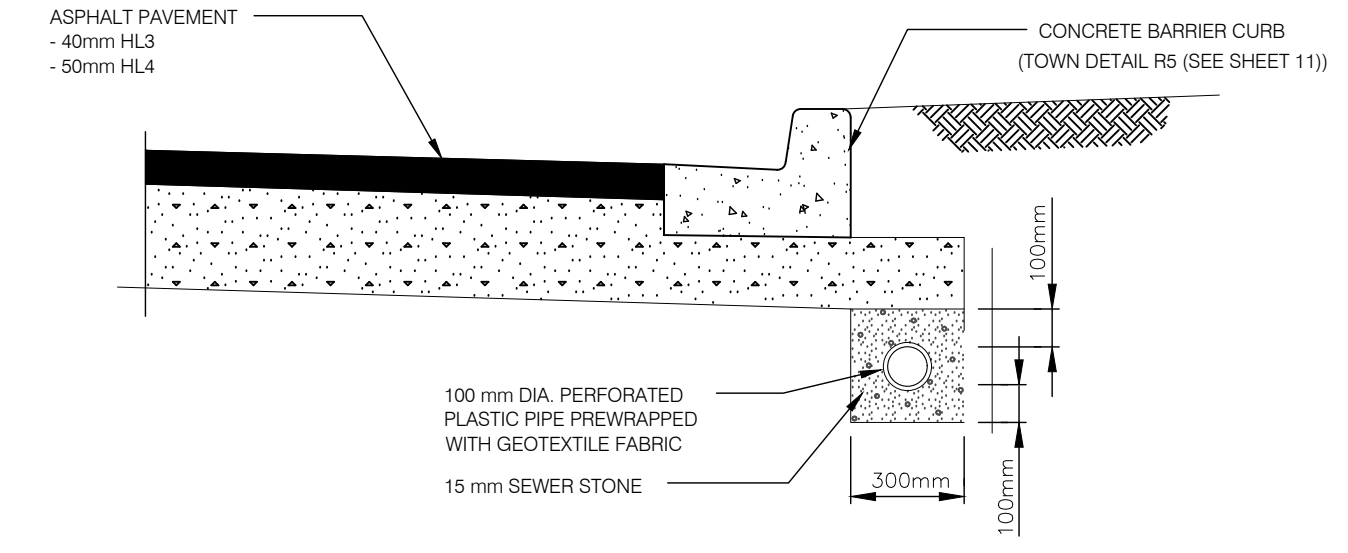
ELECTRICAL ROAD CROSSING DETAIL  
PRIMARY & SECONDARY DUCTS  
NTS



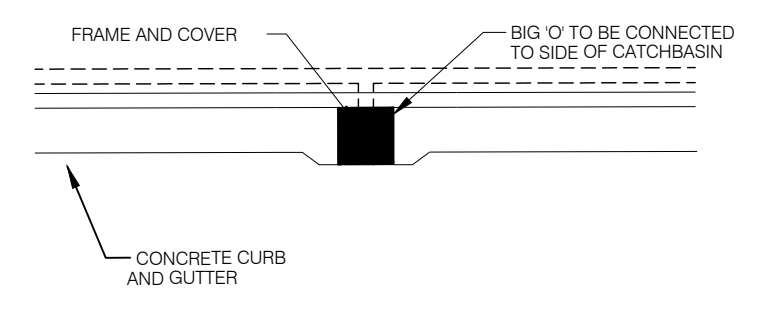
TYPICAL BOULEVARD GRADING DETAIL  
NTS



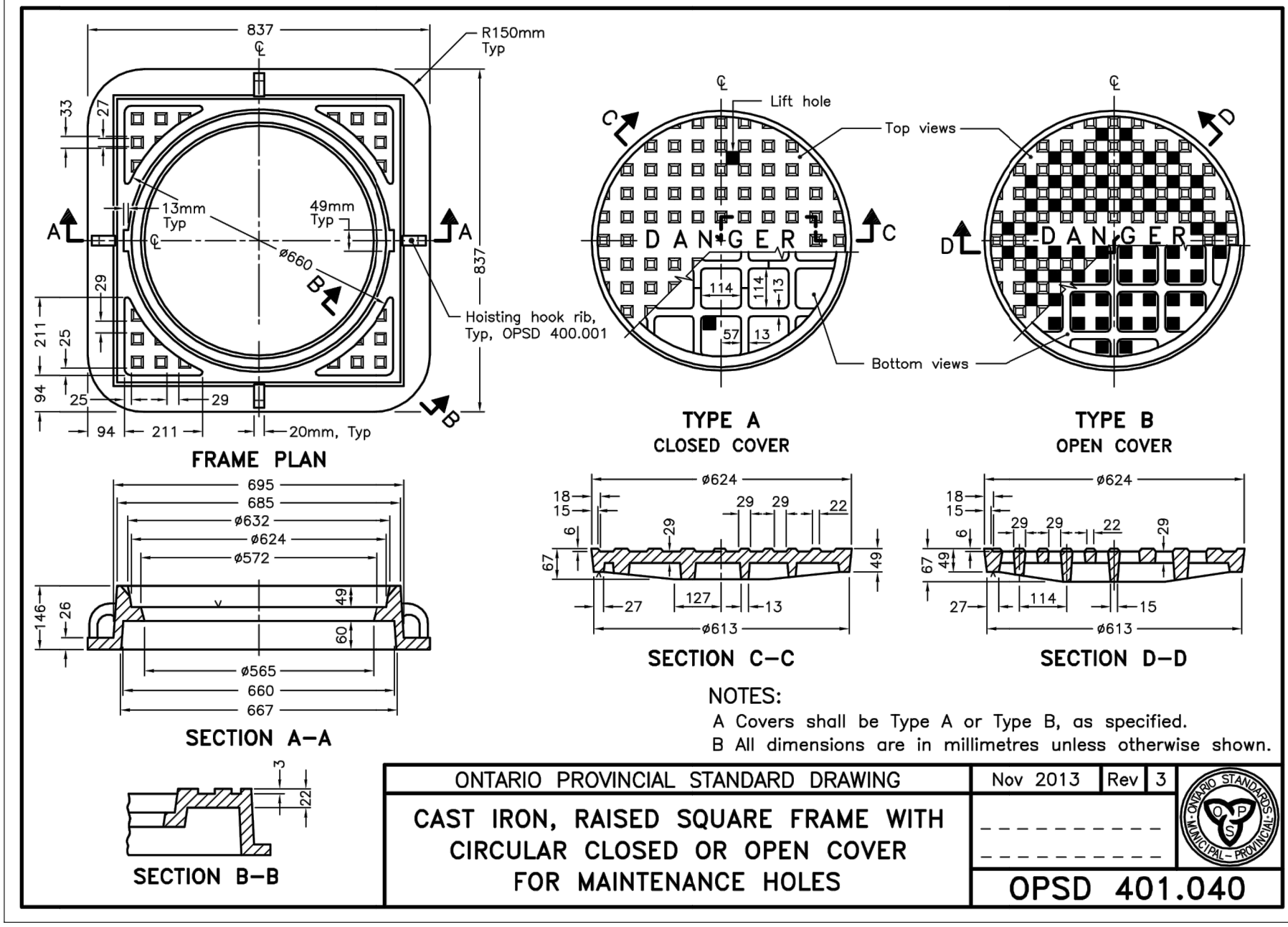
WATERMAIN DEFLECTION DETAIL  
NTS



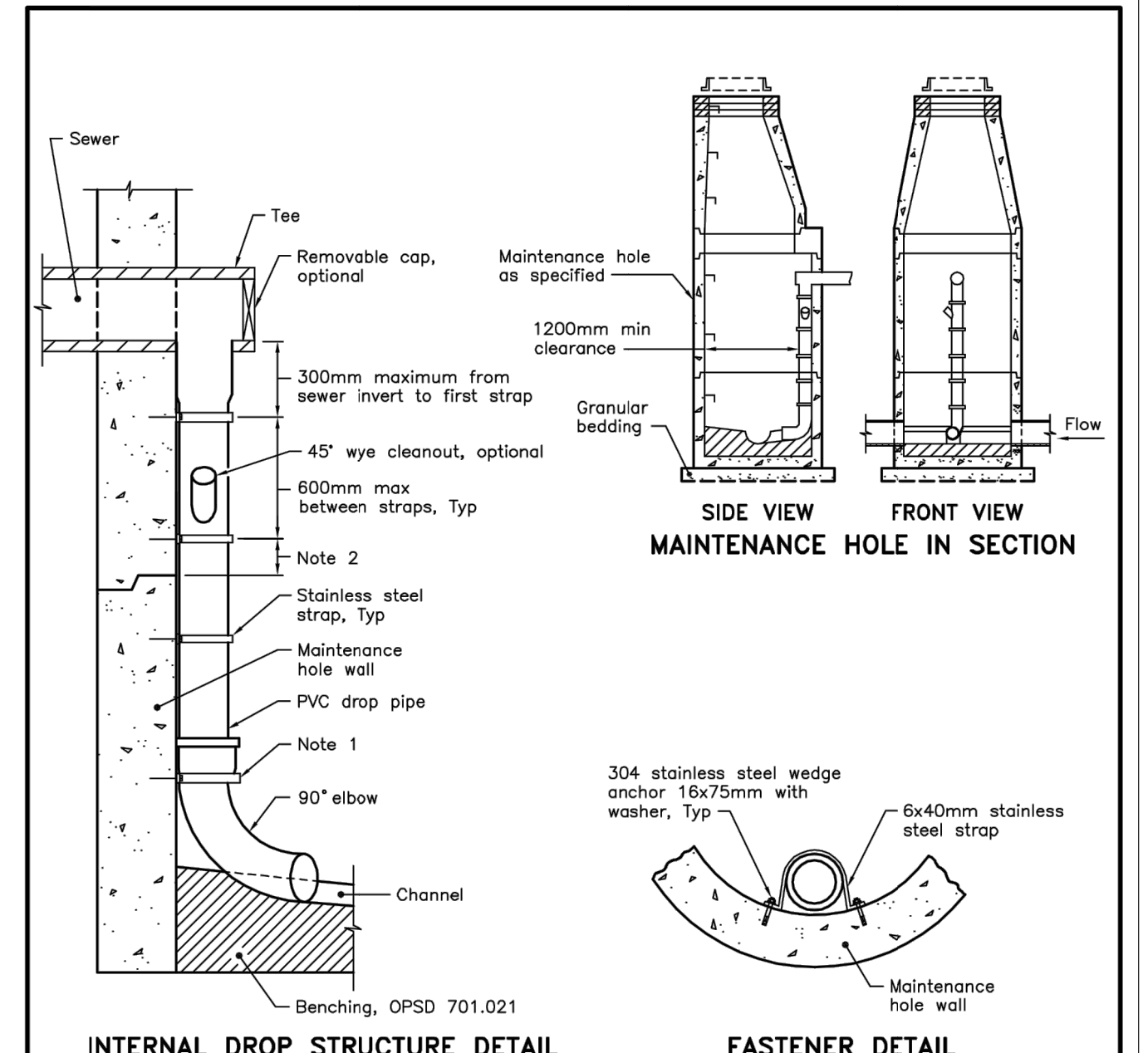
SUB-DRAIN DETAIL  
NTS



BIG 'O' TIE IN AT CATCHBASINS  
NTS

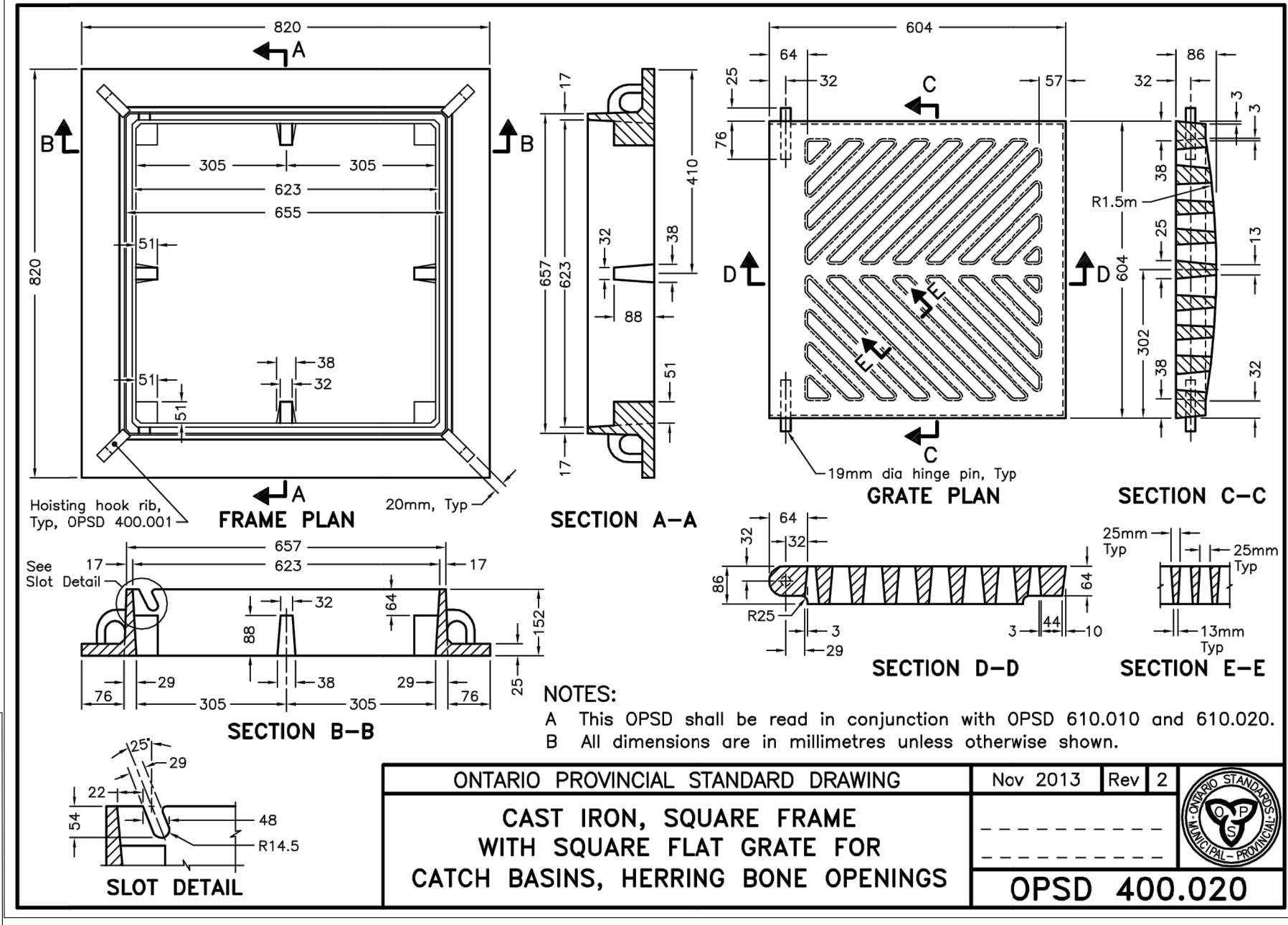


ONTARIO PROVINCIAL STANDARD DRAWING  
CAST IRON, RAISED SQUARE FRAME WITH  
CIRCULAR CLOSED OR OPEN COVER  
FOR MAINTENANCE HOLES  
Nov 2013 Rev 3  
OPSD 401.040

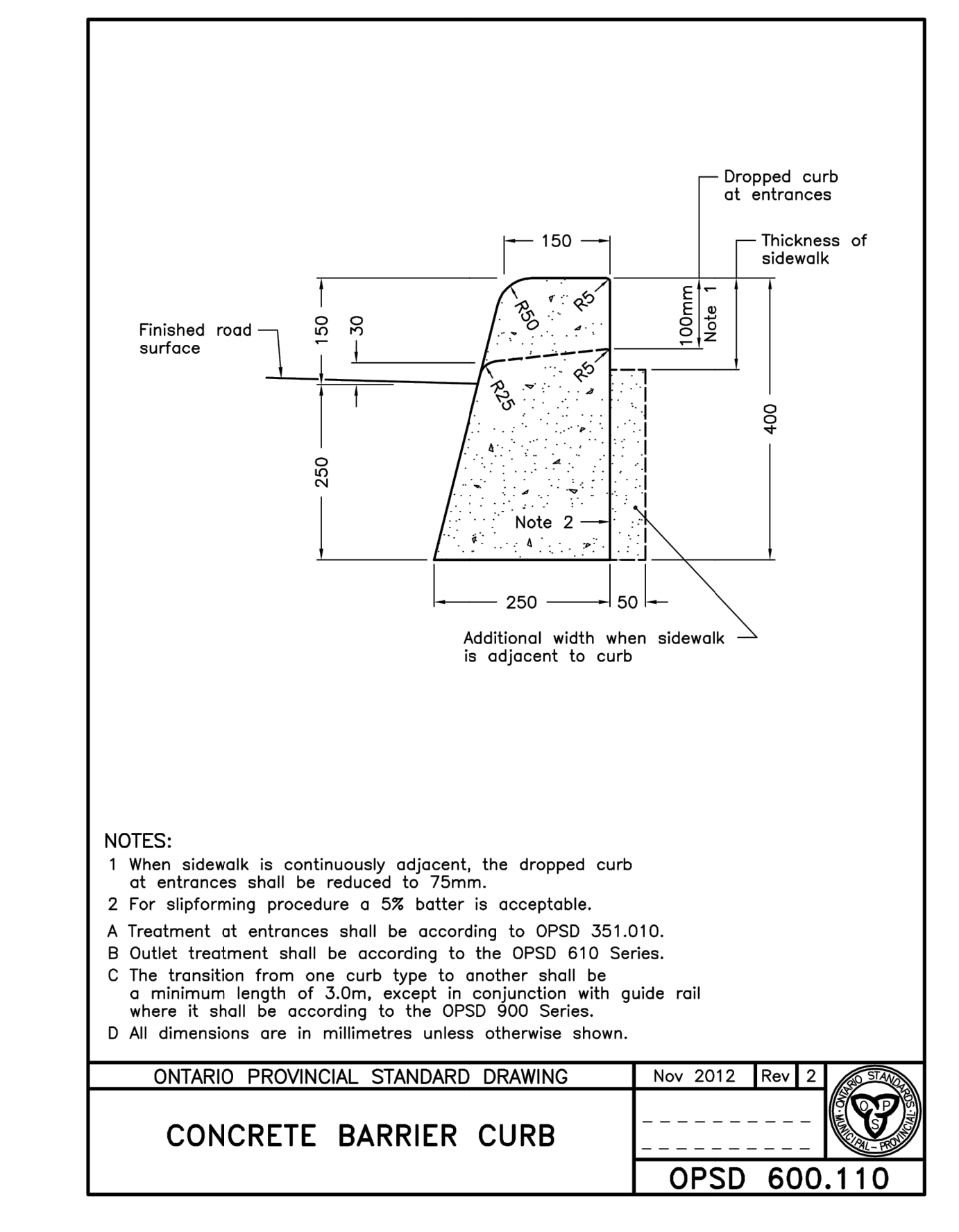


INTERNAL DROP STRUCTURE DETAIL  
FASTENER DETAIL  
NOTES:  
1 At the elbow, a stainless steel strap is required at bottom of bell.  
2 Straps shall not be placed within 150mm of any maintenance hole section joint.  
A Internal drop structure shall be used in maintenance holes 1500mm diameter and larger with a minimum height of 600mm from the inlet pipe invert to the bottom of channel.  
B Drop pipe shall be one size smaller than the incoming sewer with a minimum 150mm diameter and maximum of 375mm diameter. A maximum of 300mm diameter for 1500mm maintenance holes.  
C All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING  
INTERNAL DROP  
STRUCTURE  
FOR NEW MAINTENANCE HOLES  
Nov 2013 Rev 2  
OPSD 1003.031

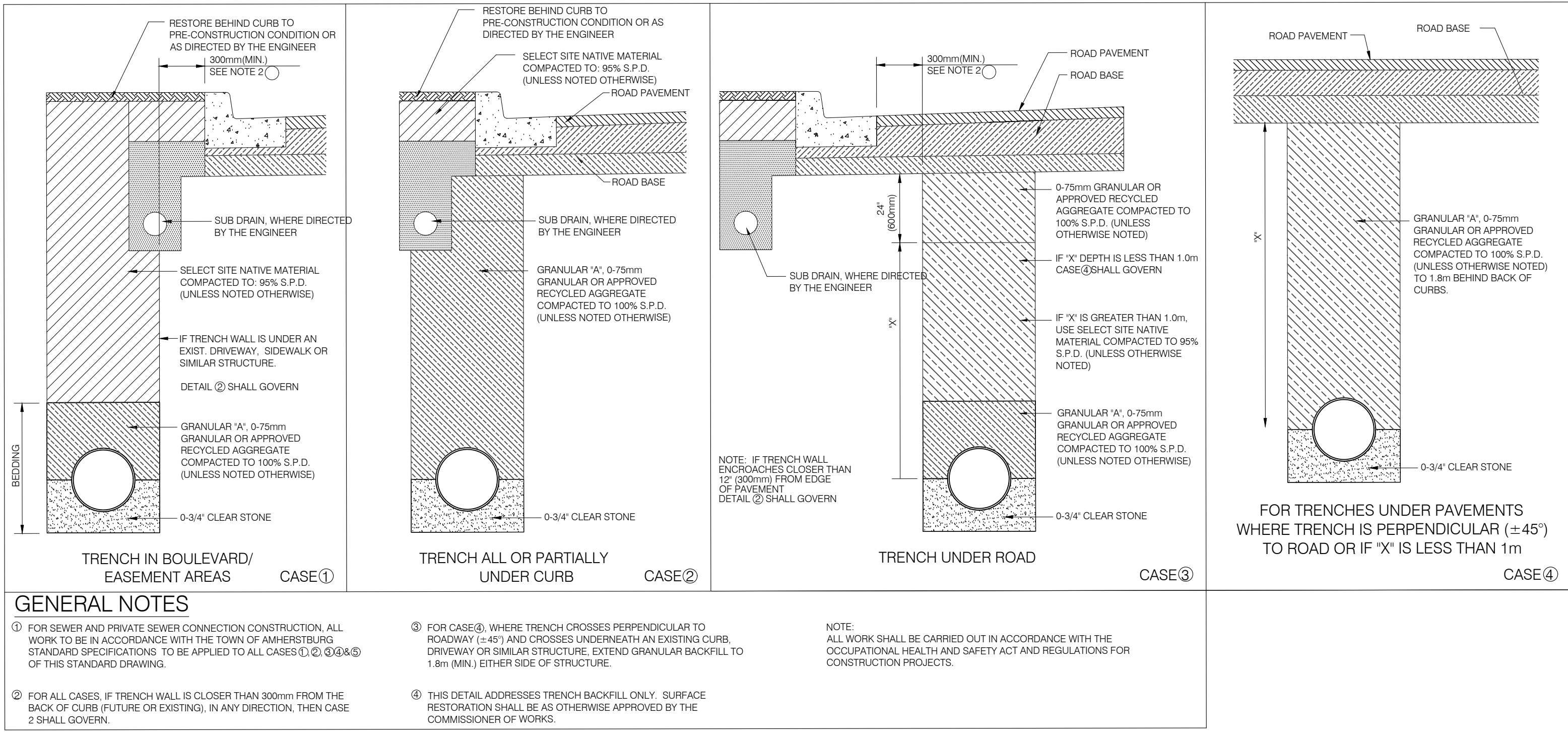


ONTARIO PROVINCIAL STANDARD DRAWING  
CAST IRON, SQUARE FRAME  
WITH SQUARE FLAT GRATE FOR  
CATCH BASINS, HERRING BONE OPENINGS  
Nov 2013 Rev 2  
OPSD 400.020

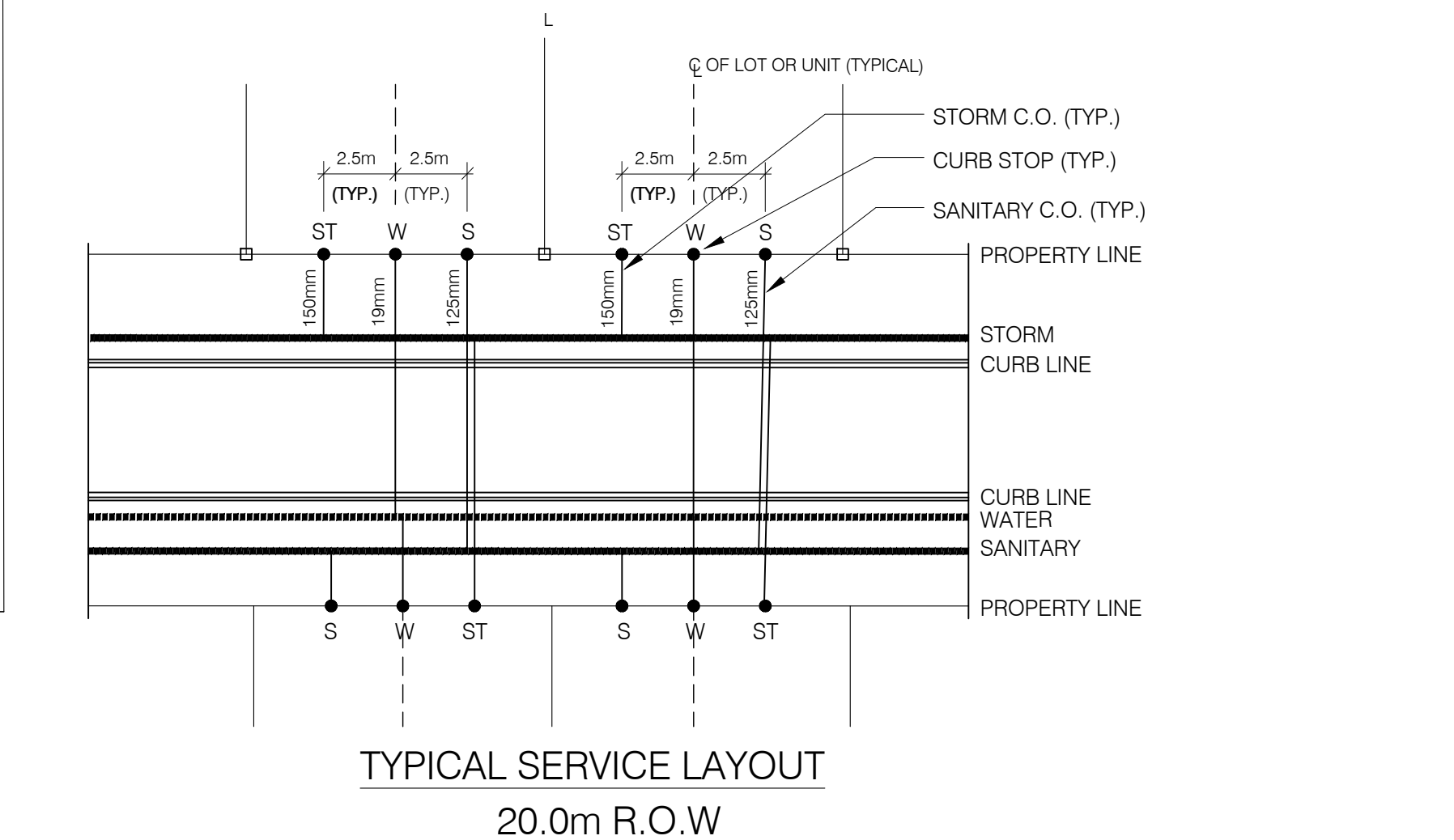


NOTES:  
1 When sidewalk is continuously adjacent, the dropped curb at entrances shall be reduced to 75mm.  
2 For slipforming procedure a 5% batter is acceptable.  
A Treatment at entrances shall be according to OPSD 351.010.  
B Outlet treatment shall be according to the OPSD 610 Series.  
C The transition from one curb type to another shall be a minimum length of 3.0m, except in conjunction with guide rail where it shall be according to the OPSD 900 Series.  
D All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING  
CONCRETE BARRIER CURB  
Nov 2012 Rev 2  
OPSD 600.110



GENERAL NOTES  
① FOR SEWER AND PRIVATE SEWER CONNECTION CONSTRUCTION, ALL WORK TO BE IN ACCORDANCE WITH THE TOWN OF AMHERSTBURG STANDARD SPECIFICATIONS TO BE APPLIED TO ALL CASES ①, ②, ③, ④ & ⑤ OF THIS STANDARD DRAWING.  
② FOR ALL CASES, IF TRENCH WALL IS CLOSER THAN 300mm FROM THE BACK OF CURB (FUTURE OR EXISTING), IN ANY DIRECTION, THEN CASE 2 SHALL GOVERN.  
③ FOR CASE ③, WHERE TRENCH CROSSES PERPENDICULAR TO ROADWAY (±45°) AND CROSSES UNDERNEATH AN EXISTING CURB, DRIVEWAY OR SIMILAR STRUCTURE, EXTEND GRANULAR BACKFILL TO 1.8m (MIN.) EITHER SIDE OF STRUCTURE.  
NOTE: ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS FOR CONSTRUCTION PROJECTS.  
④ THIS DETAIL ADDRESSES TRENCH BACKFILL ONLY. SURFACE RESTORATION SHALL BE AS OTHERWISE APPROVED BY THE COMMISSIONER OF WORKS.

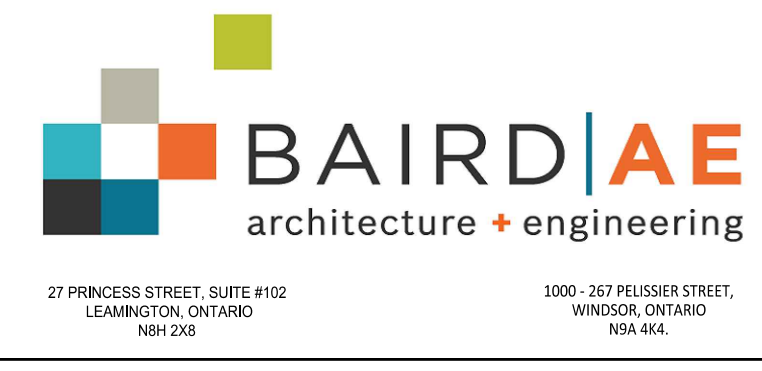


TYPICAL SERVICE LAYOUT  
20.0m R.O.W.



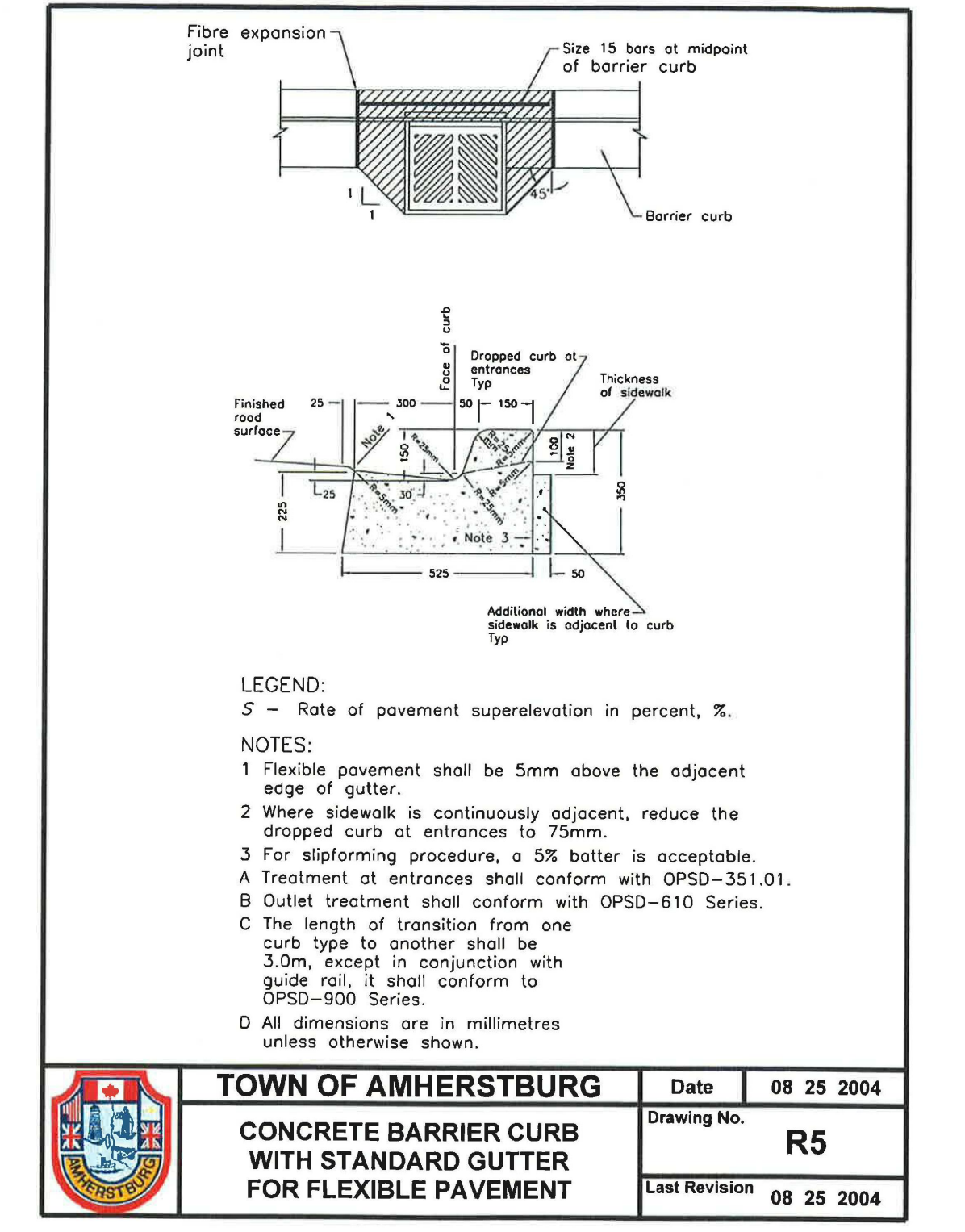
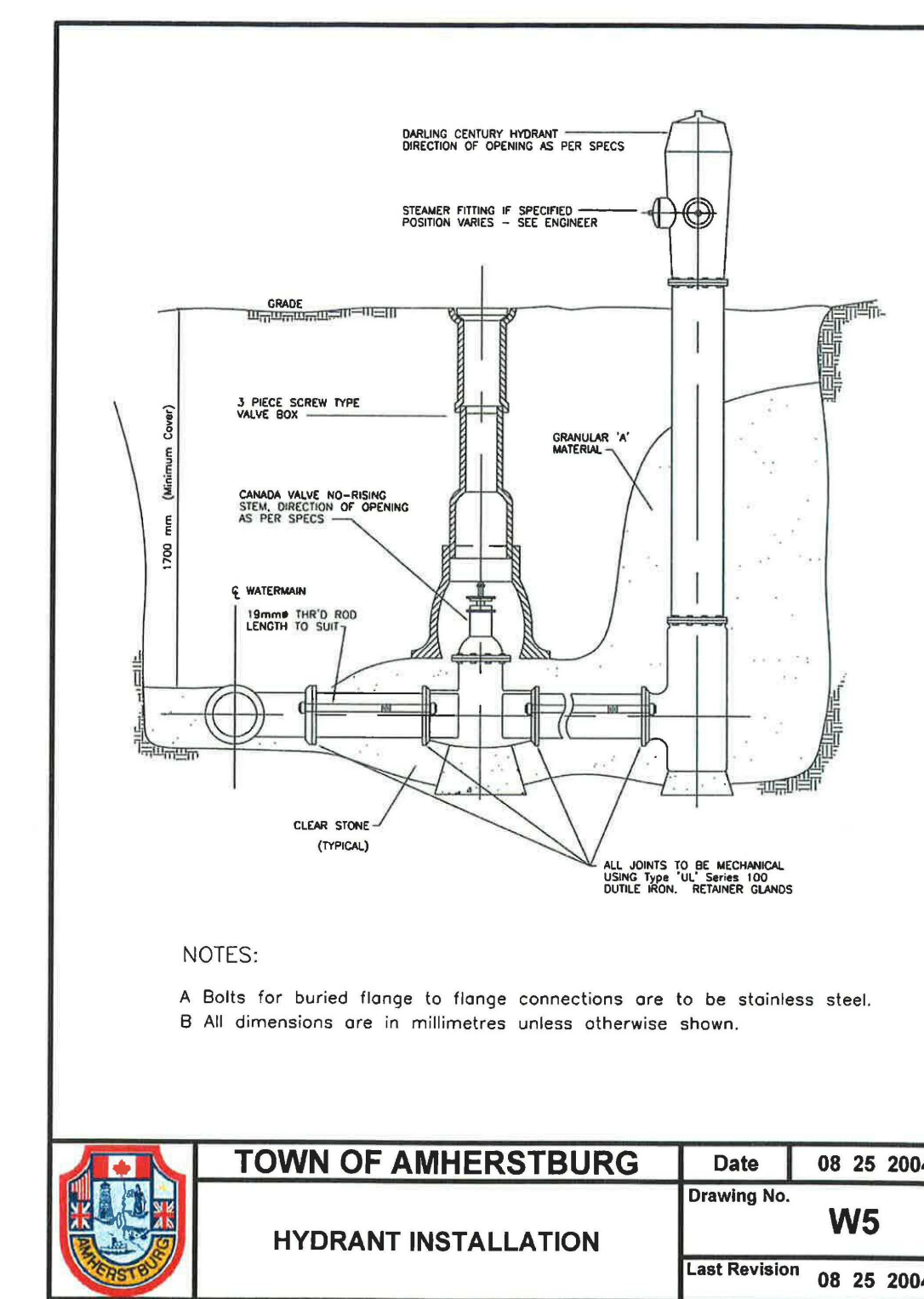
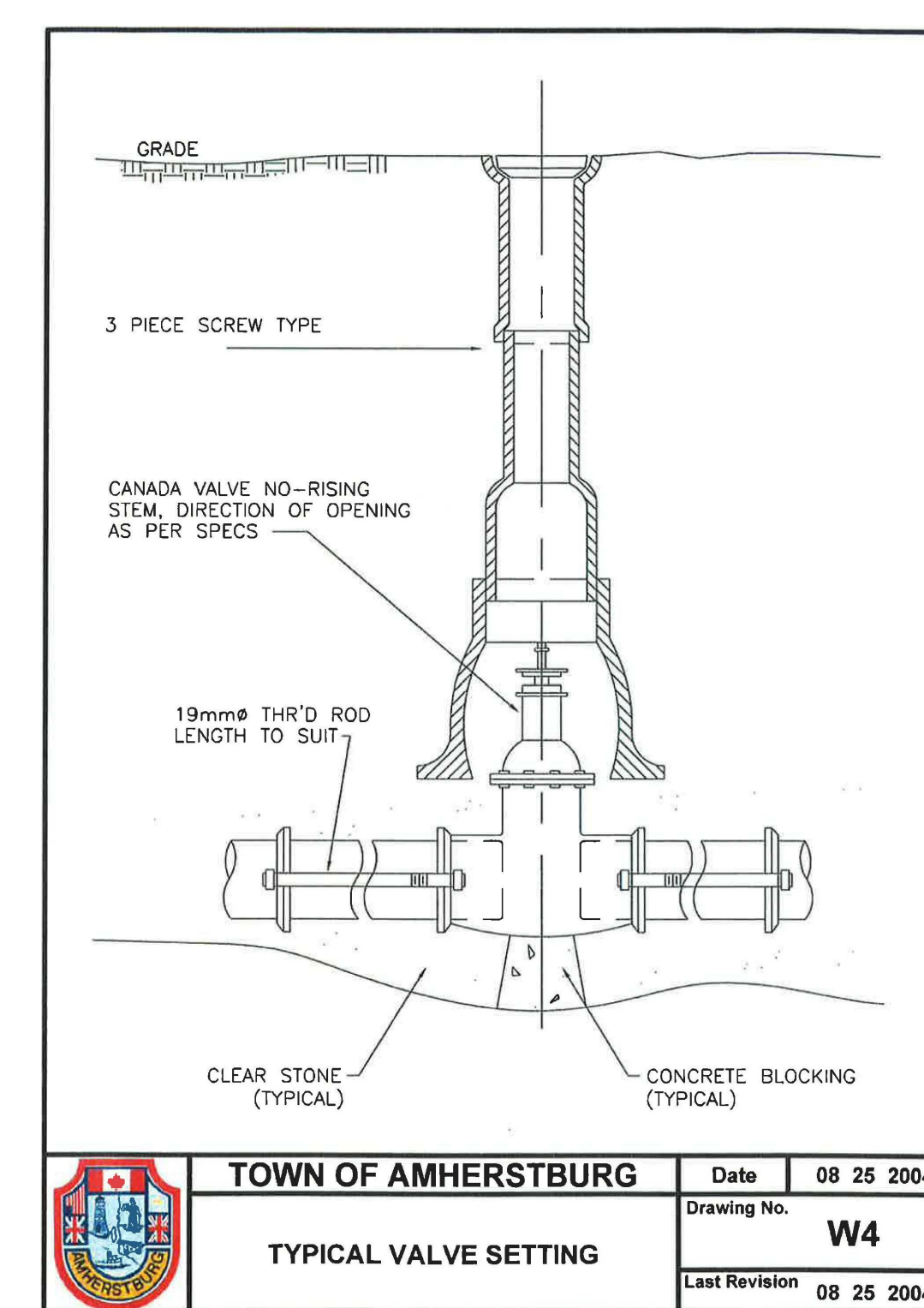
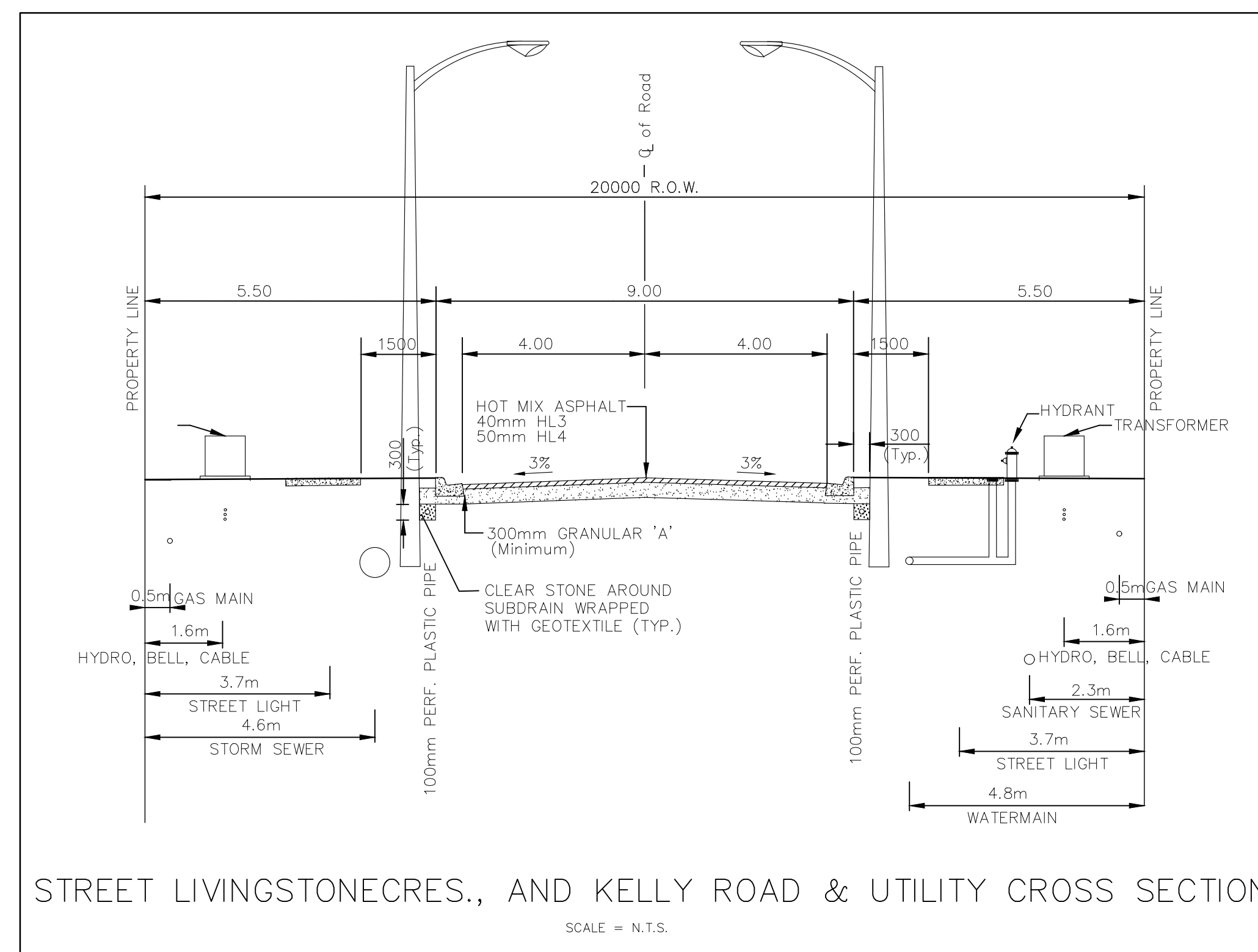
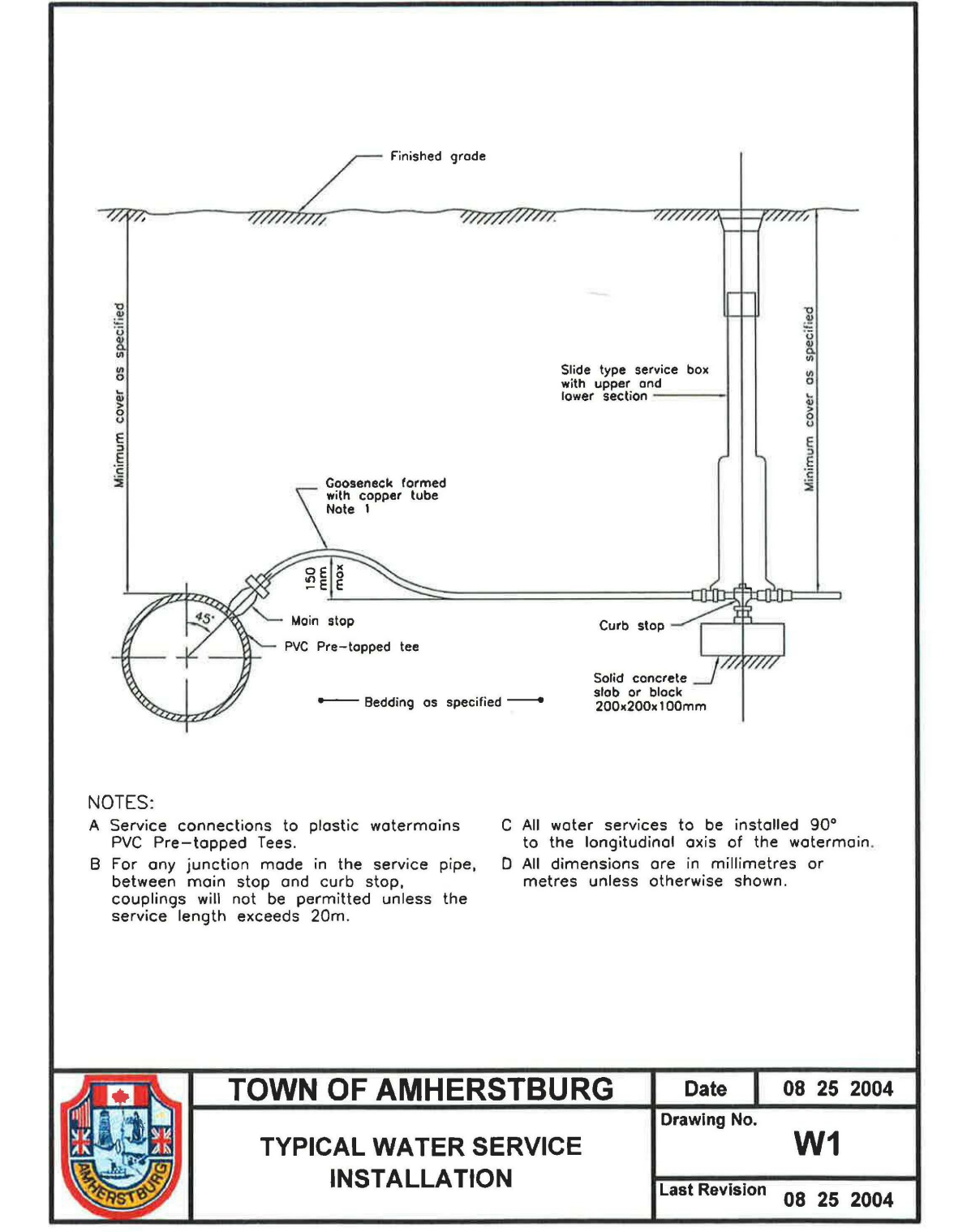
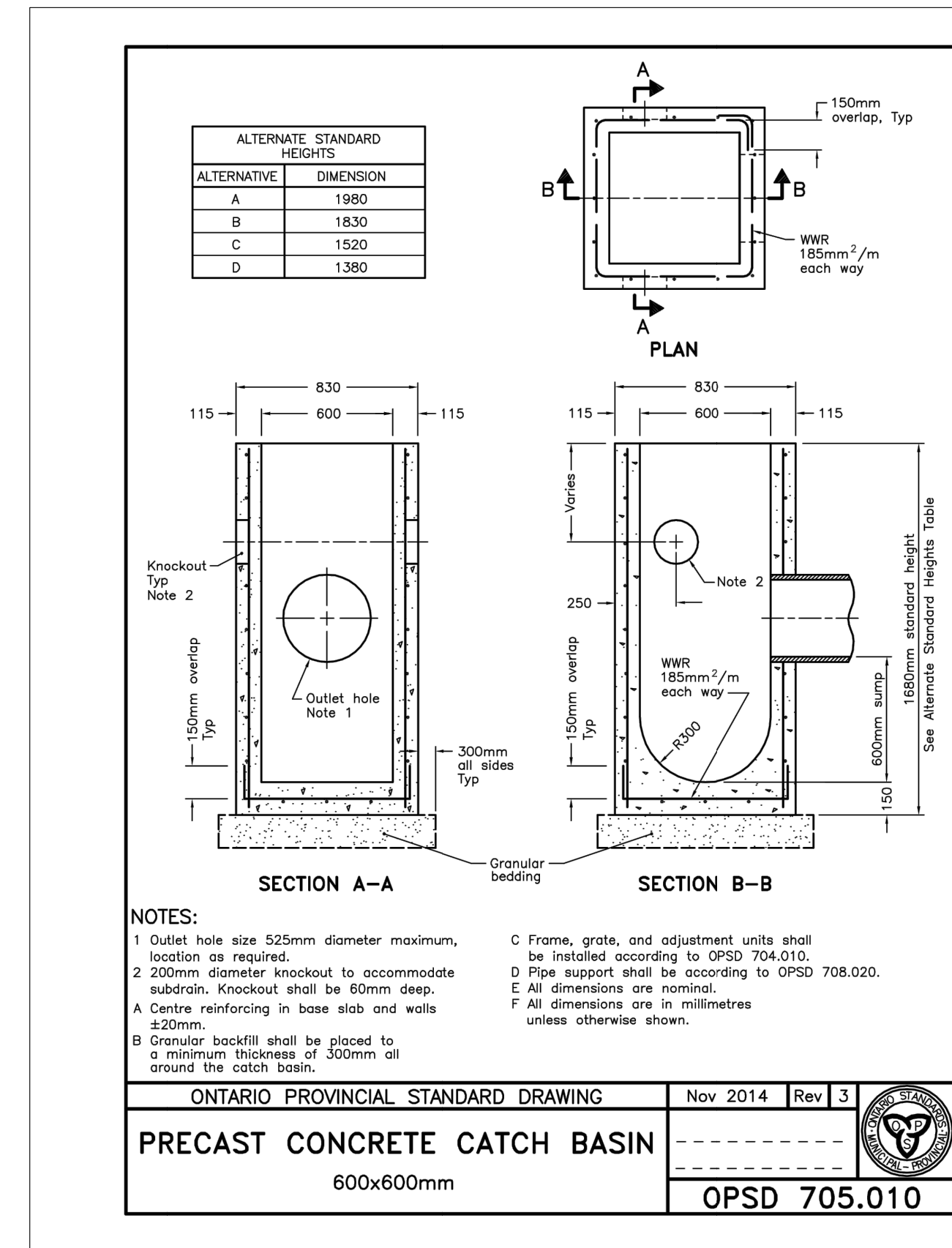
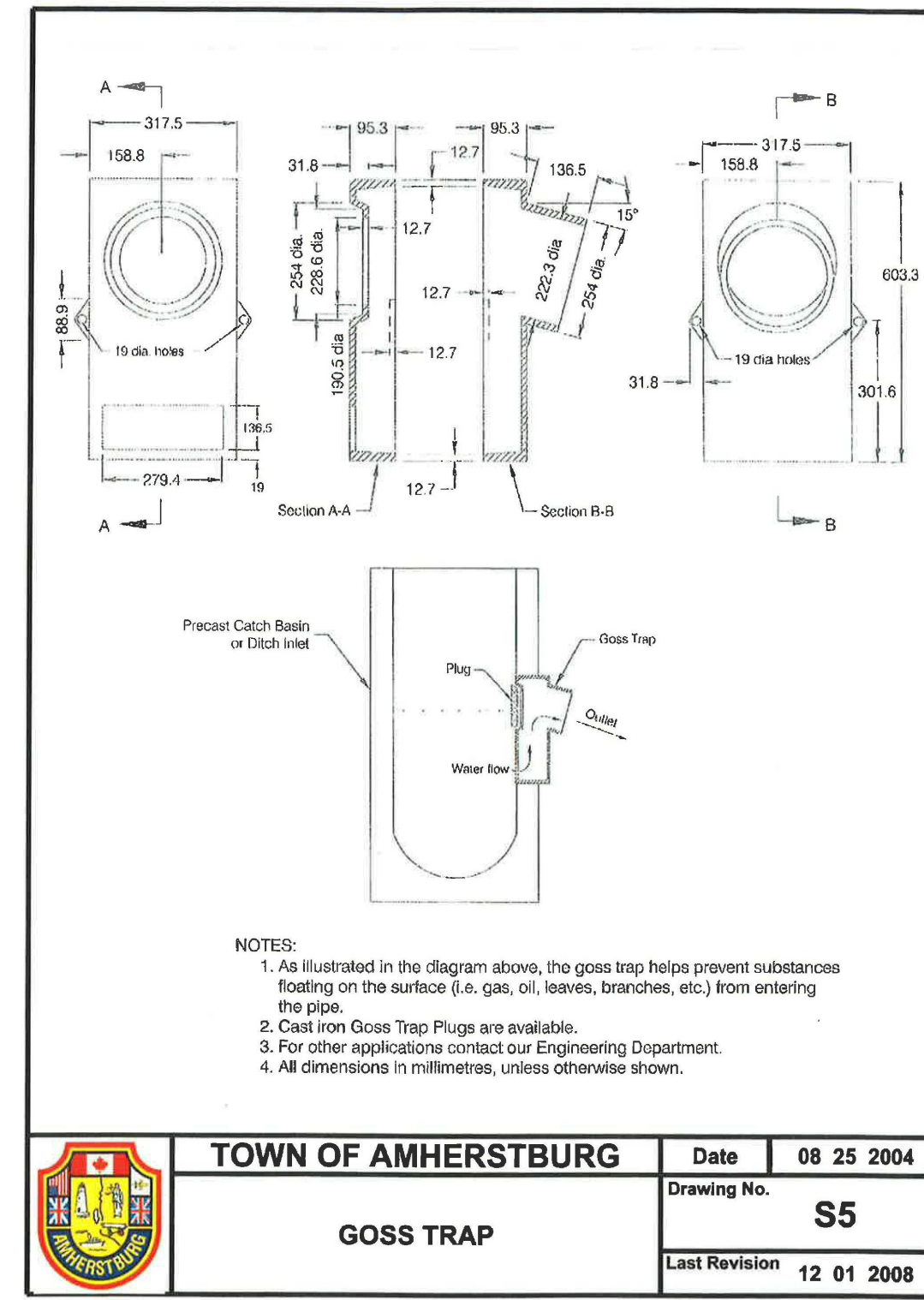
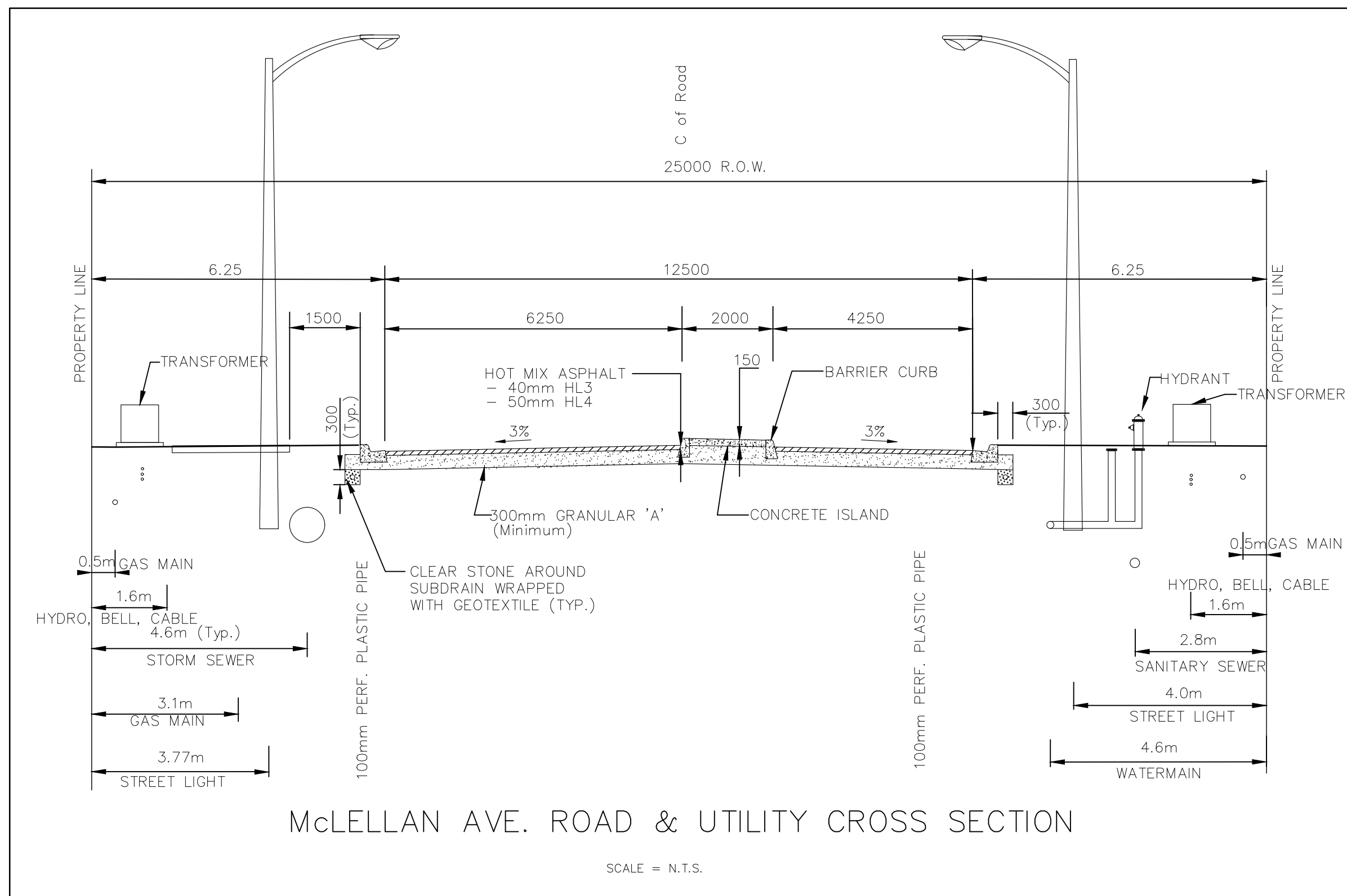
DATE: MARCH 13, 2020  
M. J. BAIRD, P. ENG.

DATE	REVISIONS
JANUARY 23, 2020	SUBMITTED FOR TOWN REVIEW
JANUARY 27, 2020	REVISED AS PER TOWNS COMMENTS
JANUARY 31, 2020	ISSUED FOR TENDER
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MARCH 5, 2020	REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.
MARCH 13, 2020	REVISED KNOBB HILL AND MCLEELAN INTERSECTION AS PER TOWN



PROJECT TITLE  
KINGSBRIDGE PHASE 5  
KINGSBRIDGE DEVELOPMENT  
SHEET TITLE  
MISCELLANEOUS DETAILS

DATE: MARCH 13, 2020  
SCALE: 1:750  
DRAWN BY: P.S.  
CHECKED BY: M.J.B.  
PROJECT NO: 17-166  
SHEET NO: 17



DATE: MARCH 13, 2020

M.J. BAIRD, P. ENG.

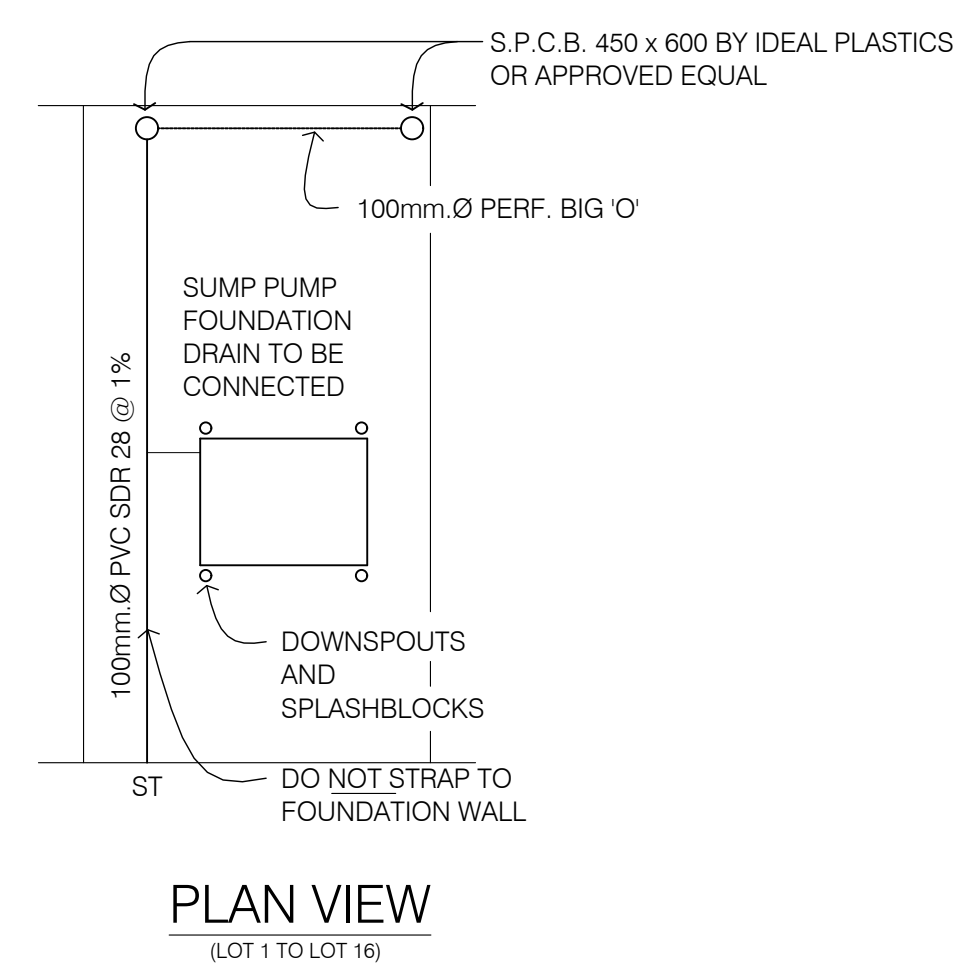
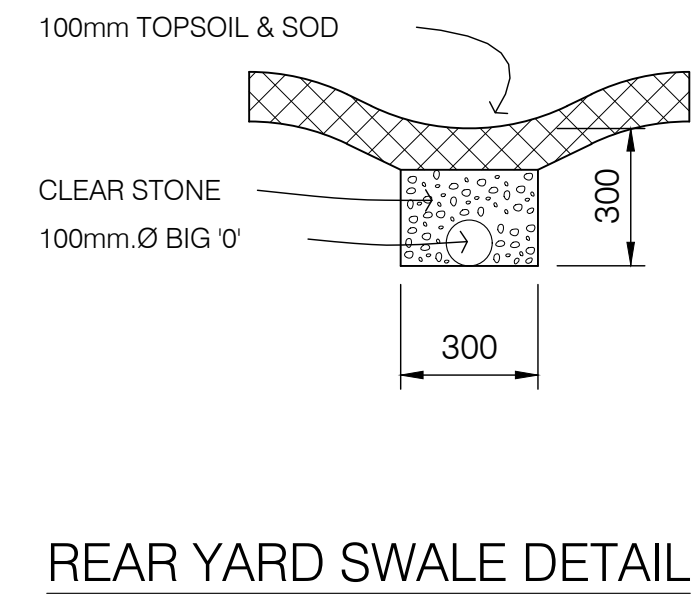
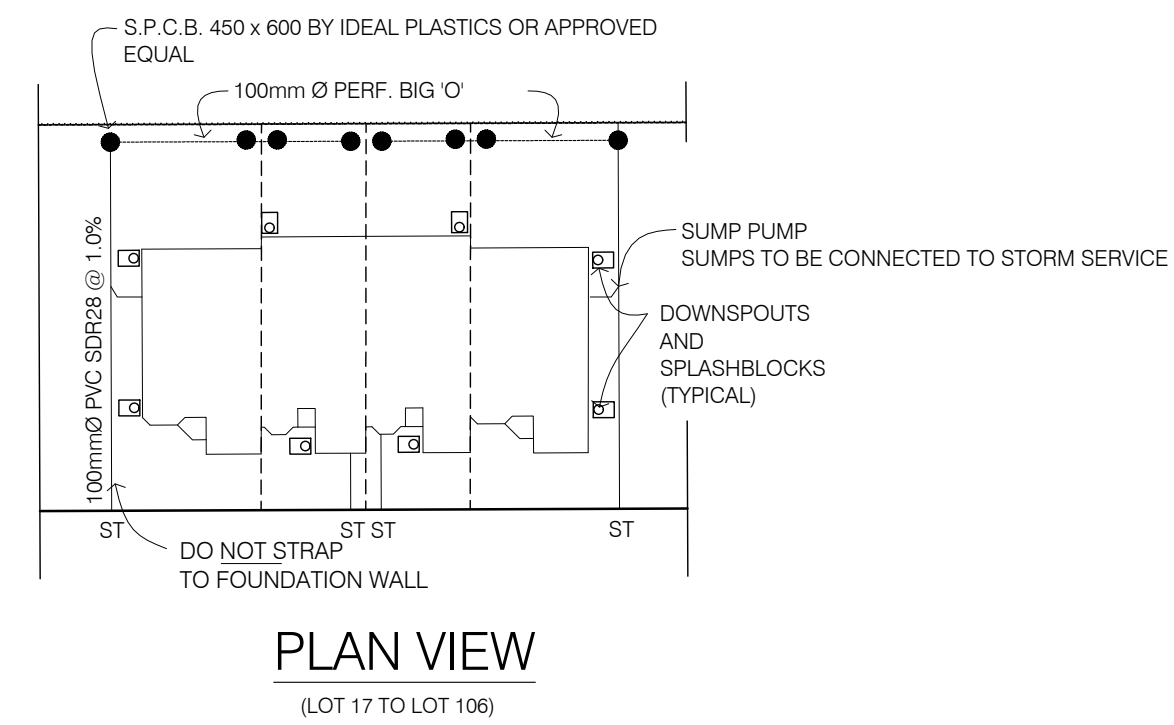
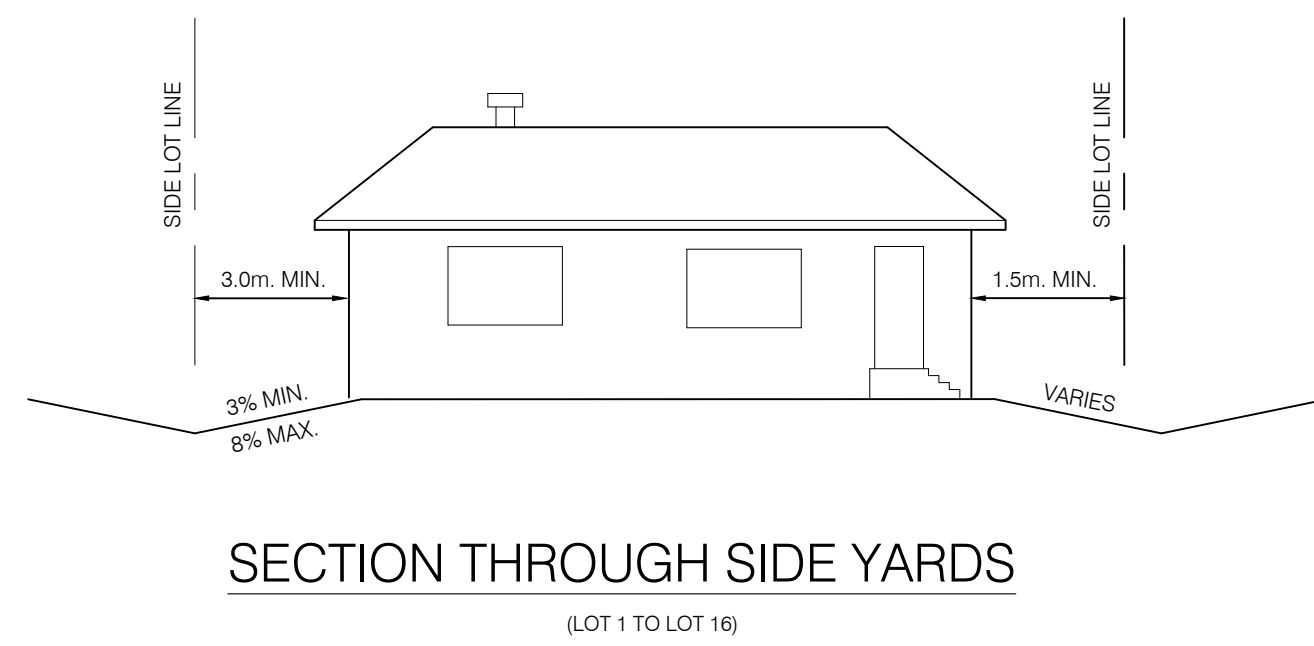
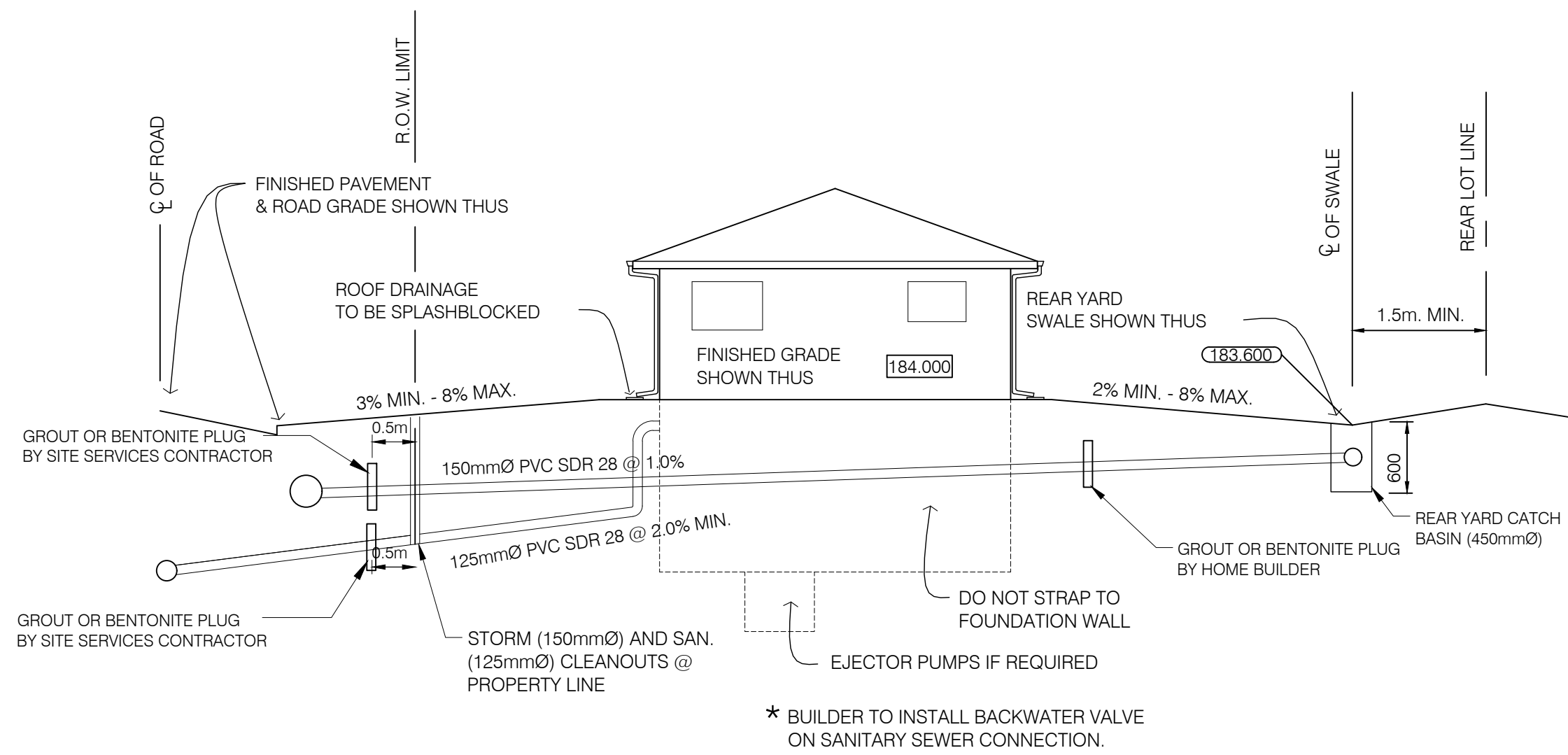
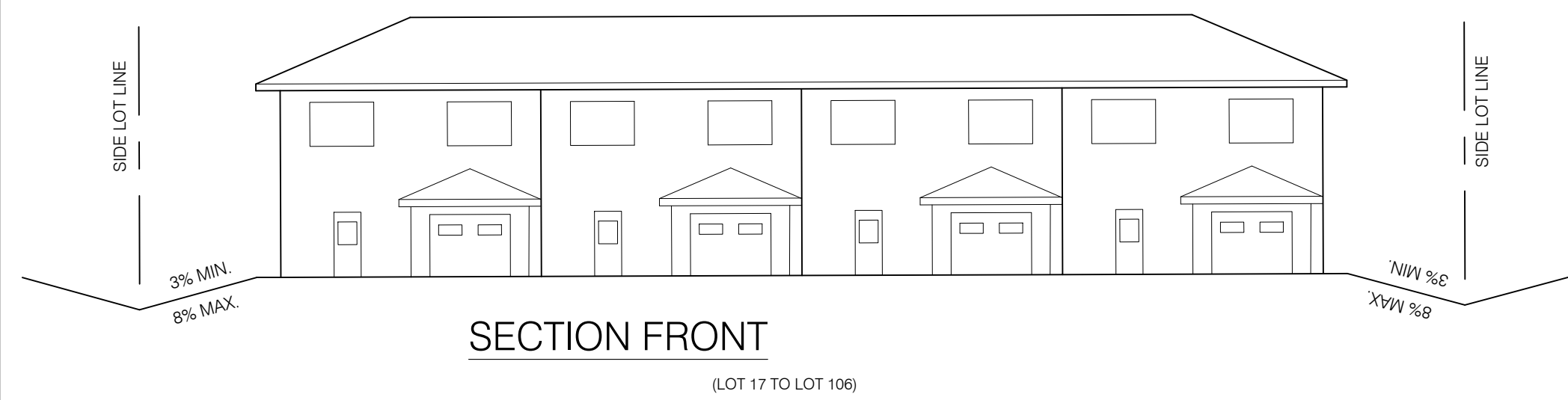
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MARCH 13, 2020	REVISED KNOBB HILL AND MCLELLAN INTERSECTION AS PER TOWN



PROJECT TITLE: KINGSBRIDGE PHASE 5  
KINGSBRIDGE DEVELOPMENT  
SHEET TITLE: TOWN DETAILS

DATE: MARCH 13, 2020  
SCALE: 1:750  
DRAWN BY: P.S.  
CHECKED BY: M.J.B.

PROJECT NO: 17-166  
SHEET NO: 18



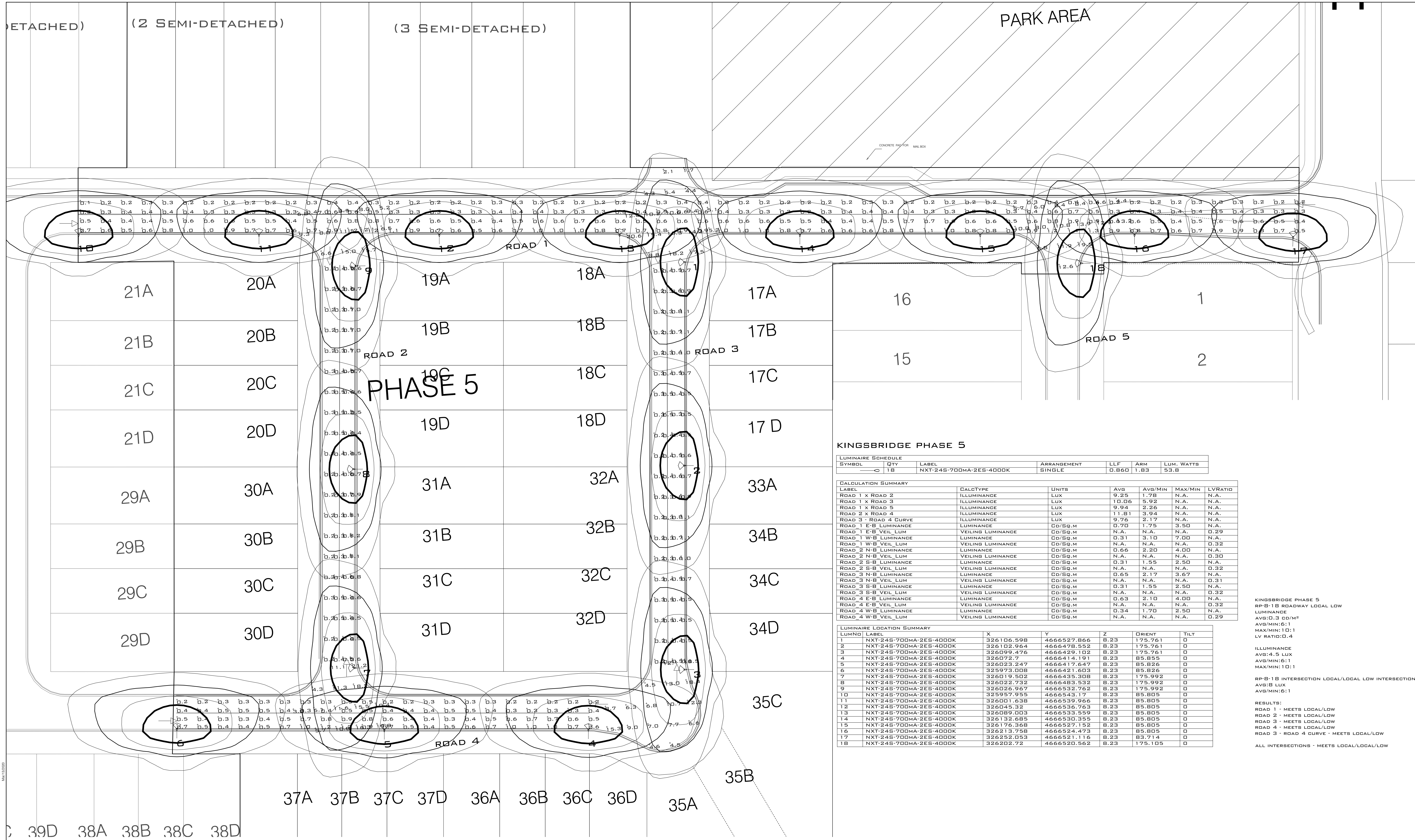
DATE: MARCH 13, 2020  
  
 MATTHEW J. BAIRD, P. ENG.

DATE	REVISIONS
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MARCH 13, 2020	REVISED KNOBB HILL AND MCLEELAN INTERSECTION AS PER TOWN



PROJECT TITLE  
**KINGSBRIDGE PHASE 5**  
 KINGSBRIDGE DEVELOPMENT  
 SHEET TITLE  
**LOT GRADING DETAIL**

DATE MARCH 13, 2020	PROJECT NO. 17-166
SCALE 1:750	
DRAWN BY: P.S.	SHEET NO. <b>19</b>
CHECKED BY: M.J.B.	



**KINGSBRIDGE PHASE 5**

SYMBOL	QTY	LABEL	ARRANGEMENT	LLF	ARM	LUM. WATTS
○	18	NXT-24S-700MA-2ES-4000K	SINGLE	0.860	1.83	53.8

LABEL	CALCTYPE	UNITS	AVG	AVG/MIN	MAX/MIN	LVRATIO
ROAD 1 X ROAD 2	ILLUMINANCE	LUX	9.25	1.78	N.A.	N.A.
ROAD 1 X ROAD 3	ILLUMINANCE	LUX	10.06	5.92	N.A.	N.A.
ROAD 1 X ROAD 5	ILLUMINANCE	LUX	9.94	2.26	N.A.	N.A.
ROAD 2 X ROAD 4	ILLUMINANCE	LUX	11.81	3.94	N.A.	N.A.
ROAD 3 X ROAD 4 CURVE	ILLUMINANCE	LUX	9.76	2.17	N.A.	N.A.
ROAD 1 E-B LUMINANCE	LUMINANCE	CD/SQ.M	0.70	1.75	3.50	N.A.
ROAD 1 E-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	0.29
ROAD 1 W-B LUMINANCE	LUMINANCE	CD/SQ.M	0.31	3.10	7.00	N.A.
ROAD 1 W-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	0.32
ROAD 2 N-B LUMINANCE	LUMINANCE	CD/SQ.M	0.66	2.20	4.00	N.A.
ROAD 2 N-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	0.30
ROAD 2 S-B LUMINANCE	LUMINANCE	CD/SQ.M	0.31	1.55	2.50	N.A.
ROAD 2 S-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	0.32
ROAD 3 N-B LUMINANCE	LUMINANCE	CD/SQ.M	0.65	2.17	3.67	N.A.
ROAD 3 N-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	0.31
ROAD 3 S-B LUMINANCE	LUMINANCE	CD/SQ.M	0.31	1.55	2.50	N.A.
ROAD 3 S-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	0.32
ROAD 4 E-B LUMINANCE	LUMINANCE	CD/SQ.M	0.63	2.10	4.00	N.A.
ROAD 4 E-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	0.32
ROAD 4 W-B LUMINANCE	LUMINANCE	CD/SQ.M	0.34	1.70	2.50	N.A.
ROAD 4 W-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	0.29

LUMINO	LABEL	X	Y	Z	ORIENT	TILT
1	NXT-24S-700MA-2ES-4000K	326106.598	4666527.866	8.23	175.761	0
2	NXT-24S-700MA-2ES-4000K	326102.964	4666478.552	8.23	175.761	0
3	NXT-24S-700MA-2ES-4000K	326099.476	4666429.102	8.23	175.761	0
4	NXT-24S-700MA-2ES-4000K	326072.7	4666414.191	8.23	85.855	0
5	NXT-24S-700MA-2ES-4000K	326023.247	4666417.647	8.23	85.826	0
6	NXT-24S-700MA-2ES-4000K	325973.008	4666421.603	8.23	85.826	0
7	NXT-24S-700MA-2ES-4000K	326019.502	4666435.308	8.23	175.992	0
8	NXT-24S-700MA-2ES-4000K	326022.732	4666483.532	8.23	175.992	0
9	NXT-24S-700MA-2ES-4000K	326026.967	4666532.762	8.23	175.992	0
10	NXT-24S-700MA-2ES-4000K	325957.955	4666543.17	8.23	85.805	0
11	NXT-24S-700MA-2ES-4000K	326001.638	4666539.966	8.23	85.805	0
12	NXT-24S-700MA-2ES-4000K	326045.32	4666536.763	8.23	85.805	0
13	NXT-24S-700MA-2ES-4000K	326089.003	4666533.559	8.23	85.805	0
14	NXT-24S-700MA-2ES-4000K	326132.685	4666530.355	8.23	85.805	0
15	NXT-24S-700MA-2ES-4000K	326176.368	4666527.152	8.23	85.805	0
16	NXT-24S-700MA-2ES-4000K	326213.758	4666524.473	8.23	85.805	0
17	NXT-24S-700MA-2ES-4000K	326252.053	4666521.116	8.23	83.714	0
18	NXT-24S-700MA-2ES-4000K	326202.72	4666520.562	8.23	175.105	0

KINGSBRIDGE PHASE 5  
 RP-B-18 ROADWAY LOCAL LOW  
 LUMINANCE  
 AVG: 0.3 CD/M<sup>2</sup>  
 AVG/MIN: 6:1  
 MAX/MIN: 10:1  
 LV RATIO: 0.4

ILLUMINANCE  
 AVG: 4.5 LUX  
 AVG/MIN: 6:1  
 MAX/MIN: 10:1

RP-B-18 INTERSECTION LOCAL/LOCAL LOW INTERSECTION  
 AVG: 8 LUX  
 AVG/MIN: 6:1

RESULTS:  
 ROAD 1 - MEETS LOCAL/LOW  
 ROAD 2 - MEETS LOCAL/LOW  
 ROAD 3 - MEETS LOCAL/LOW  
 ROAD 4 - MEETS LOCAL/LOW  
 ROAD 5 - MEETS LOCAL/LOW  
 ROAD 3 - ROAD 4 CURVE - MEETS LOCAL/LOW  
 ALL INTERSECTIONS - MEETS LOCAL/LOCAL/LOW

	DATE: MARCH 13, 2020	<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td>JANUARY 23, 2020</td><td>SUBMITTED FOR TOWN REVIEW</td></tr> <tr><td>JANUARY 27, 2020</td><td>REVISED AS PER TOWNS COMMENTS</td></tr> <tr><td>JANUARY 31, 2020</td><td>ISSUED FOR TENDER</td></tr> <tr><td>FEBRUARY 11, 2020</td><td>REVISED AS PER TOWNS COMMENTS</td></tr> <tr><td>FEBRUARY 25, 2020</td><td>REVISED AS PER OWNER</td></tr> <tr><td>MARCH 5, 2020</td><td>REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.</td></tr> <tr><td>MARCH 13, 2020</td><td>REVISED KNOBB HILL AND MCLEELAN INTERSECTION AS PER TOWN</td></tr> </tbody> </table>	DATE	REVISIONS	JANUARY 23, 2020	SUBMITTED FOR TOWN REVIEW	JANUARY 27, 2020	REVISED AS PER TOWNS COMMENTS	JANUARY 31, 2020	ISSUED FOR TENDER	FEBRUARY 11, 2020	REVISED AS PER TOWNS COMMENTS	FEBRUARY 25, 2020	REVISED AS PER OWNER	MARCH 5, 2020	REVISED AS PER OWNERS REQUEST AND TOWN COMMENTS.	MARCH 13, 2020	REVISED KNOBB HILL AND MCLEELAN INTERSECTION AS PER TOWN	<p>27 PRINCESS STREET, SUITE #102 LEAMINGTON, ONTARIO N8H 2X8</p> <p>1000 - 267 MELISSA STREET, WINNIPEG, ONTARIO N9A 4K4</p>	PROJECT TITLE: <b>KINGSBRIDGE PHASE 5</b> KINGSBRIDGE DEVELOPMENT SHEET TITLE: <b>STREET LIGHTING PLAN</b>	DATE: MARCH 13, 2020 SCALE: 1:750 DRAWN BY: P.S. CHECKED BY: M.J.B.	PROJECT NO: <b>17-166</b> SHEET NO: <b>20</b>
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<p>MATTHEW J. BAIRD, P.ENG.</p>	DATE: MARCH 13, 2020																					



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

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

To: Mayor and Members of Town Council

Subject: Placement of Underground Infrastructure, Curbs and Base Asphalt on Maintenance – Kingsbridge Subdivision Phase 9B

1. RECOMMENDATION:

It is recommended that:

- 1. The recommendations of the consulting engineer, Baird AE regarding the Placement of Underground Infrastructure, Curbs and Base Asphalt on Maintenance – Kingsbridge Subdivision Phase 9B BE ACCEPTED; and,
2. The underground infrastructure, base asphalt and curbs for Kingsbridge Subdivision Phase 9B BE PLACED on a 1-year maintenance period, commencing June 4, 2020.

2. BACKGROUND:

Kingsbridge Subdivision Phase 9B includes Lundy Street, Boyle Street, Fraser Street and a section of Lambert Street. There are 76 single family lots serviced with this phase.

3. DISCUSSION:

In the spring of 2020 the municipal servicing for Kingsbridge subdivision Phase 9B was installed. These services include sanitary sewers, storm sewers and watermain along with the placement of curbs and base asphalt.

The Town attended a walkthrough with the consulting engineer Baird AE, the developer and the contractor on June 4 2020, where the work was inspected. Only minor



deficiencies were identified. Administration concurs with the recommendation of Baird AE to place the underground infrastructure, base asphalt and curbs on maintenance.

It should be noted that the remainder of the utilities (Union Gas, Hydro One, Bell, etc.) have not been placed yet. This report only includes infrastructure that will be assumed by the municipality at a later date.

**4. RISK ANALYSIS:**

Not placing this infrastructure on maintenance would delay the issuance of residential building permits for this area.

**5. FINANCIAL MATTERS:**

The Town currently has a self-renewing letter of credit from the developer in the value of \$937,900. This is equivalent to 50% of the value of these current works. This provides the Town with financial security to ensure future maintenance is performed by the developer or the Town can exercise its letter of credit.

Once the infrastructure has been placed on maintenance by the Town the letter of credit can be reduced to \$578,950 - 25% of the value of the work on maintenance plus 100% of the work remaining (i.e. surface asphalt).

After completion of the 1-year maintenance, the Town will capitalize the cost into the Tangible Capital Asset (TCA) inventory and add the infrastructure into the Asset Management Plan (AMP) for future infrastructure replacement.

**6. CONSULTATIONS:**

N/A

**7. CONCLUSION:**

It is recommended that the underground infrastructure, curbs and base asphalt for Kingsbridge Phase 9B be placed on 1-year maintenance.



---

Todd Hewitt  
**Manager of Engineering**

## Report Approval Details

Document Title:	2020 06 22 Kingsbridge Phase 9B - Placement of Infrastructure on Maintenance.docx
Attachments:	- Kingsbridge Development Phase 9B.pdf - BairdAE - Letter of Conformance for Kingsbridge Phase 9B.pdf
Final Approval Date:	Jun 15, 2020

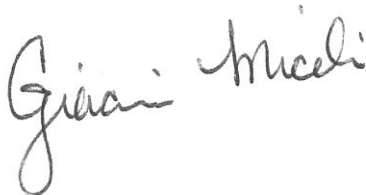
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin

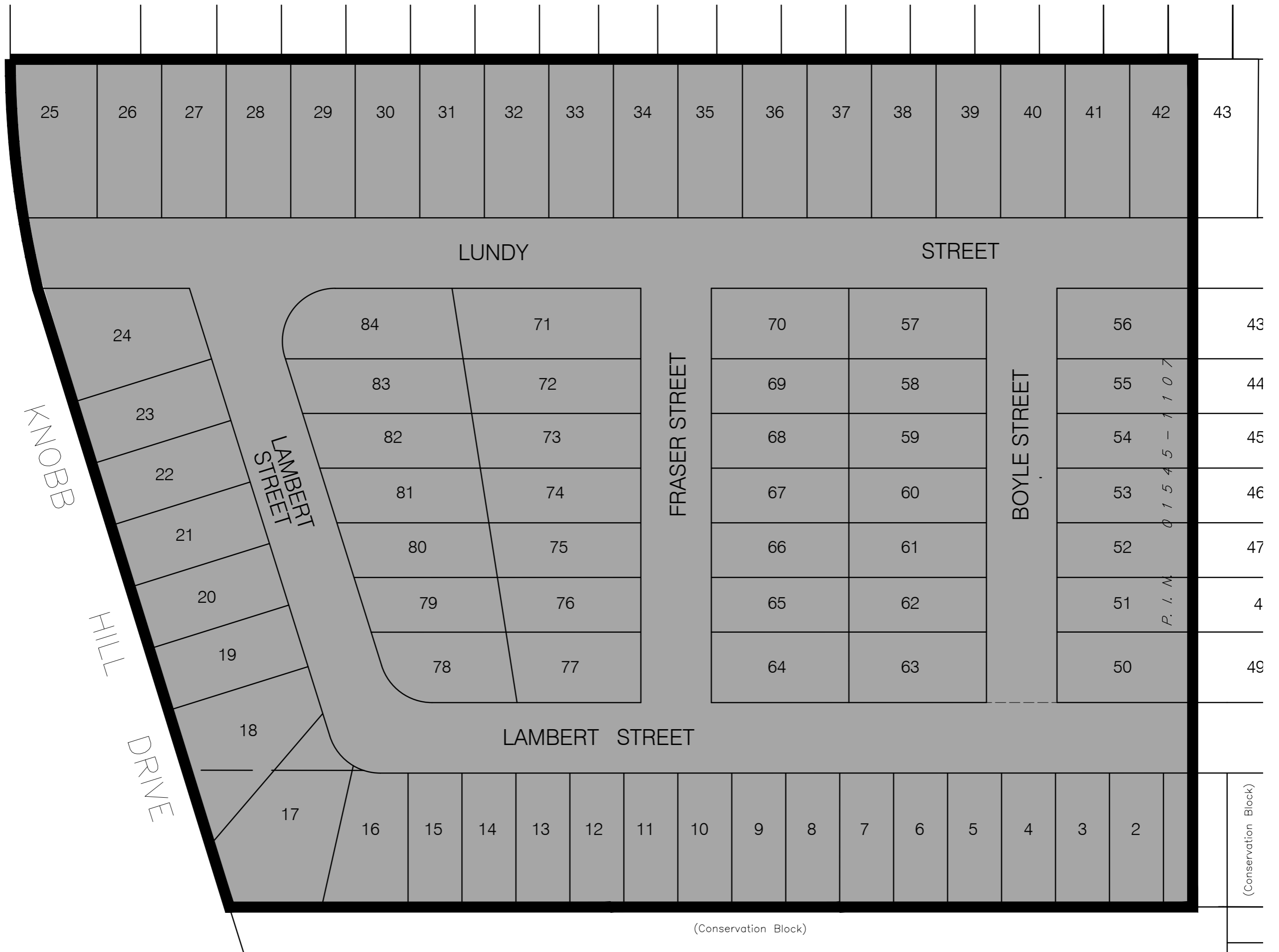


John Miceli



Paula Parker

# KINGSBRIDGE DEVELOPMENT SUBDIVISION-PHASE 9B



SITE MAP

June 5, 2020

Town of Amherstburg  
271 Sandwich St. S,  
Amherstburg, ON  
N9V2A5

27 Princess St.  
Unit 102  
Leamington, ON  
N8H 2X8  
519.326.6161  
1.844.842.9188

[bairdAE.ca](http://bairdAE.ca)

ATTENTION: Todd Hewitt, Manager, Engineering Operations

**Re: Kingsbridge Phase 9B**

During the course of construction at the above project, personnel from our office carried out site reviews and final inspection. These reviews were conducted following the procedures described in the Professional Engineers Ontario Guideline for Professional Engineers Providing General Review of Construction.

Baird AE is not aware of any outstanding deficiencies in the construction. Our firm is of the opinion that the work is in general conformity with the drawings and specifications prepared.

Baird requests that the underground utilities, curbs, and base asphalt be placed on one year maintenance.

Trusting you will find the above satisfactory; however, if you have any questions please contact the undersigned, I remain.

All of which is respectfully submitted,



---

Matthew J. Baird, P.Eng. PMP SCPM  
President  
**BAIRD AE**





## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF ENGINEERING AND PUBLIC WORKS

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

Author's Name: Todd Hewitt	Report Date: June 5, 2020
Author's Phone: 519 736-3664 ext. 2313	Date to Council: June 22, 2020
Author's E-mail: <a href="mailto:thewitt@amherstburg.ca">thewitt@amherstburg.ca</a>	Resolution #:

**To: Mayor and Members of Town Council**

**Subject: Placement of Kingsbridge Sanitary Trunk Sewer on Maintenance**

---

#### 1. **RECOMMENDATION:**

It is recommended that:

1. The recommendations of the consulting engineer, Baird AE regarding the Placement of the Kingsbridge Sanitary Trunk Sewer on Maintenance **BE ACCEPTED**; and,
2. The Kingsbridge Sanitary Trunk Sewer **BE PLACED** on a 1-year maintenance period, commencing May 31, 2020.

#### 2. **BACKGROUND:**

The Kingsbridge sanitary trunk sewer travels from the corner of Knobb Hill Drive / MacLellan Avenue to the intersection of Cambridge Court / Whelan Avenue. The installation of this sewer will bring the sewage from the south end of Kingsbridge to the main pumping station on Kingsbridge Drive. This will allow for the decommissioning of the pumping station on Knobb Hill Drive and eliminate the sewage from Kingsbridge flowing through the Texas Road sewer.

#### 3. **DISCUSSION:**

In the winter / spring of 2020 the Kingsbridge Sanitary Trunk Sewer was installed.

The Town attended a walkthrough with the consulting engineer Baird AE, the developer and the contractor on April 28, 2020, where the work was inspected. A few larger deficiencies were noted that have now been resolved and only minor deficiencies

remain. Administration concurs with the recommendation of Baird AE to place the sanitary trunk sewer on maintenance.

**4. RISK ANALYSIS:**

Not placing this infrastructure on maintenance would delay the issuance of residential building permits for this area.

**5. FINANCIAL MATTERS:**

The Town currently has a self-renewing letter of credit from the developer in the value of \$413,636.50 for this project. This is equivalent to 50% of the value of these current works. This provides the Town with financial security to ensure future maintenance is performed by the developer or the Town can exercise its letter of credit.

Once the infrastructure has been placed on maintenance by the Town the letter of credit can be reduced to \$206,818.25 - 25% of the value of the work on maintenance.

After completion of the 1-year maintenance, the Town will capitalize the infrastructure cost into the Tangible Capital Asset (TCA) inventory and add the infrastructure into the Asset Management Plan (AMP) for future infrastructure replacement.

**6. CONSULTATIONS:**

N/A

**7. CONCLUSION:**

It is recommended that the Kingsbridge Sanitary Trunk Sewer be placed on 1-year maintenance.



---

Todd Hewitt  
**Manager of Engineering**

## Report Approval Details

Document Title:	2020 06 22 Kingsbridge Sanitary Trunk Sewer - Placement of Infrastructure on Maintenance.docx
Attachments:	- BairdAE Letter of Conformance for Kingsbridge Sanitary Trunk Sewer.pdf
Final Approval Date:	Jun 15, 2020

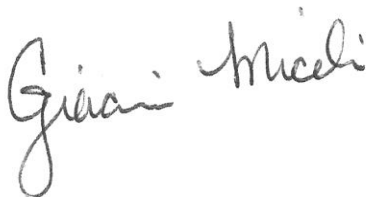
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker

May 31, 2020

Town of Amherstburg  
271 Sandwich St. S,  
Amherstburg, ON  
N9V2A5

27 Princess St.  
Unit 102  
Leamington, ON  
N8H 2X8  
519.326.6161  
1.844.842.9188

[bairdAE.ca](http://bairdAE.ca)

ATTENTION: Todd Hewitt, Manager, Engineering Operations

**Re: Kingsbridge Sanitary Trunk Sewer**

During the course of construction at the above project, personnel from our office carried out site reviews and final inspection. These reviews were conducted following the procedures described in the Professional Engineers Ontario Guideline for Professional Engineers Providing General Review of Construction.

Baird AE is not aware of any outstanding deficiencies in the construction. Our firm is of the opinion that the work is in general conformity with the drawings and specifications prepared.

We requested that the sanitary trunk sewer be placed on one year maintenance.

Trusting you will find the above satisfactory; however, if you have any questions please contact the undersigned, I remain.

All of which is respectfully submitted,



---

Matthew J. Baird, P.Eng. PMP SCPM  
President  
**BAIRD AE**







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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: Fryer Street Reconstruction – Alma Street to Simcoe Street - Engineering Services

1. RECOMMENDATION:

It is recommended that:

- 1. The proposal from Dillon Consulting Limited for Fryer Street Reconstruction (Alma St to Simcoe St) Engineering Services BE ACCEPTED; and
2. An over-expenditure not to exceed \$19,488, including net HST, for Fryer St Reconstruction (Alma St. to Simcoe St) Engineering Services, for a total project cost of \$139,488 including net HST, BE APPROVED;
3. The over-expenditure of \$19,488 BE FUNDED from taxation, with any surplus/deficit resulting from taxation funded operations to be addressed through recommendations in the year end (Q4) variance report; and
4. The Mayor and Clerk BE AUTHORIZED to execute an agreement with Dillon Consulting Limited for Engineering Services - Fryer Street Reconstruction for a total not to exceed \$137,075 plus applicable taxes.

2. BACKGROUND:

The 2020 Budget includes capital funding for design engineering of Fryer Street reconstruction from Alma Street to Simcoe Street. These sections of Fryer Street are ranked 9th (Fort Street to Military Street), 10th (Military Street to Richmond Street), 24th (Gibb Street to Richmond Street), 91st (Alma Street to Fort Street) and 295th (Simcoe Street to Gibb Street) respectively in priority in the 2016 Road Needs Study. These sections of road are proposed to be converted from a rural cross-section to an urban

cross-section including curb and gutter. Fryer Street is one of a very few streets in the main town core that still has a rural cross section.

### **3. DISCUSSION:**

The Town requested an engineering proposal from Dillon Consulting to provide the engineering services related to the reconstruction of Fryer Street from Alma Street to Simcoe Street.

In the past few years the Town has issued Request for Proposals (RFP) for engineering services but has received dwindling interest from engineering firms for these proposals including only 1 proposal for the 5<sup>th</sup> Concession Road Reconstruction. This project is larger than most that the Town has undertaken recently and requires a larger multi-disciplinary firm to ensure that the work can be completed efficiently and within the timelines required.

As outlined in the Procurement Policy, Section 24 “Exceptions to Procurement Procedures” the CAO may grant exceptions to the Policy in certain circumstances. The CAO has authorized the waiving of the requirement to issue an RFP for engineering services in this instance, based on the following clauses within the Policy:

- Item 24.3.2.1. a – Goods and services are in short supply due to market conditions
- Item 24.3.8.1.b. – The Firm has demonstrated unique qualifications to undertake the project including in house experience or historical data of the Municipality
- Item 24.3.8.1.c – Time Constraints restrict the ability to seek proposals or quotations that would result in increased costs or loss of provincial or federal funding

Dillon Consulting Limited was requested to submit a proposal (attached) for this project due to their past experience with the Town, their capacity to complete the project on time and with other firms already working on projects for the Town (i.e. Southeast Quadrant, 4<sup>th</sup> Concession Reconstruction, Alma Street paved shoulders). Subject to Council’s acceptance of the proposal, a service agreement (attached) will be executed between the Town and the consultant.

The Town’s Procurement Policy has been in place for 5 years and is identified for full review as part of the Corporate Services – Finance Division work plan; timing of which will be subject to resource availability. Best practices for procurement of professional and consulting services will be considered under that review.

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

The area in the vicinity of this project is currently experiencing revitalization. With the creation of the community hub at 320 Richmond Street, the new Long Term Care facility proposed for the corner of Richmond Street and Fryer Street, the new High School

being built at Simcoe Street and Fryer Street, this roadway is expected to have increased visitors and traffic.

Not awarding the engineering services for this work will delay the replacement for at least another year and could expose the Town to increased liability with respect to the condition of this road.

**5. FINANCIAL MATTERS:**

Based on the recommended proposal from Dillon Consulting Limited the financial impact for Engineering Services - Fryer Street (Alma St to Simcoe St) Reconstruction is estimated as follows:

Capital Project: Fryer Street (Alma to Simcoe) – Engineering Services	Budget	Actual (incl. net HST)	Variance (over)/under
<b>Cost:</b>			
Professional Services	\$120,000	\$139,488	(\$19,488)
<b>Total Cost</b>	<b>\$120,000</b>	<b>\$139,488</b>	<b>(\$19,488)</b>
<b>Funding:</b>			
Transfer from Lifecycle Reserve	\$120,000	\$120,000	-
Taxation	-	19,488	(19,488)
<b>Total Funding</b>	<b>\$120,000</b>	<b>\$139,488</b>	<b>(\$19,488)</b>

The 2020 Budget included funding to complete design engineering for this project. The recommended proposal adds services to hold public consultation and prepare tender specifications, which will bring the project to a 'shovel ready' stage.

The request for funding project construction will be brought forward in a future budget.

**6. CONSULTATIONS:**

Director of Corporate Services and Finance division were consulted on this report.

CAO was consulted with respect to the waiving of procurement policy requirements.

**7. CONCLUSION:**

Administration recommends that Council approve award of this contract to Dillon Consulting Limited to provide engineering design services for Fryer Street (Alma St to Simcoe St) as outlined in their proposal.



Todd Hewitt  
**Manager of Engineering**



## Report Approval Details

Document Title:	2020 06 22 Fryer Street Reconstruction - Engineering Services .docx
Attachments:	- Agreement - Engineering Services Fryer Street Phase 1000 - 5000 - Dillon.pdf - Dillon Fryer Street Design Proposal - Updated - Final.pdf
Final Approval Date:	Jun 17, 2020

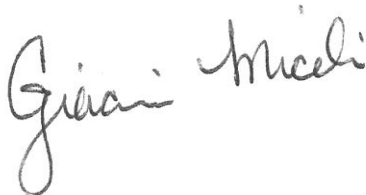
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker

**AGREEMENT**

**THIS AGREEMENT** made in triplicate this 22<sup>nd</sup> day of June, 2020

**BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the Corporation) of the first part.

AND

**Dillon Consulting Limited.**

(hereinafter called the Consultant) of the second part.

**WHEREAS** the Corporation is desirous that certain services should be provided for the implementation of:

**Engineering Services - Fryer Street Reconstruction**

In the Town of Amherstburg and has accepted a Proposal by the Consultant for this purpose.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

The Consultant hereby covenants and agrees to provide all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Proposal dated the:

23<sup>rd</sup> day of June, 2020

And the Consultant Documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the provision of the above noted works for the sum of:

One Hundred and thirty seven thousand and seventy five dollars.(\$ 137,075.00) excluding H.S.T.

The estimated total cost of the effort to deliver the scope described above, excluding applicable taxes. Invoices will be billed based on the actual effort expended, with monthly invoicing on a time and materials basis for services rendered plus reimbursable expenses, not to exceed the upset limit without the Town's prior approval of a budget increase due to a change in scope of work.

The Consultant further covenants and agrees to undertake and complete the said work in a customarily accepted professional standard under the supervision and direction and to the reasonable satisfaction of the Town of Amherstburg Engineering and Public Works Department acting reasonably within the specified time in their Quotation.

The Consultant further covenants and agrees that they will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers and servants, from and against all loss and damages which may be made or brought against the above listed to the proportionate extent caused by the negligent acts, omissions or willful misconduct of the Consultant, its servants, agents or employees.

In the event that the Consultant fails to commence correction of any non-performance or negligent performance of this Agreement within five (5) days of receiving written notice thereof, the Corporation of the Town of Amherstburg may terminate this Agreement forthwith.

Either party may terminate this Agreement without cause on sixty (60) days written notice to the other.

The liability of the Corporation of the Town of Amherstburg shall be limited to payment for all authorized work performed to the termination date, less the reasonable costs of correcting or performing the said work. Neither party shall in any event, be liable to the other for any consequential damages or other costs related to the termination of this Agreement.

The Consultant is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the Consultant. In any such event, the Consultant's contract price and schedule shall be equitably adjusted.

The Consultant covenants that throughout the Term, it shall take out and keep in full force and effect, or cause to be taken out and kept in full force and effect at the Consultant's cost:

(a) Commercial General Liability insurance in respect of the Lands and the Works contained therein against claims for personal injury, death, property damage or loss, indemnifying and protecting the Requestor and the Town to the inclusive limit of not less than Five Million Dollars (\$5,000,000.00). A Certificate of Insurance indicating the required coverage and additional insured requirements will be delivered to the Town prior to the commencement of the Works.

Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to the Town at least thirty (30) business days before the effective date thereof.

The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Consultant carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to

the Consultant, the price set forth in their Quotation, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

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

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

\_\_\_\_\_  
WITNESS AS TO SIGNATURE OF  
CONSULTANT

\_\_\_\_\_  
Consultant's Signature and Seal

\_\_\_\_\_  
Consultant's Name

\_\_\_\_\_  
Consultant's address

**CORPORATION OF THE TOWN OF AMHERSTBURG**

\_\_\_\_\_  
WITNESS AS TO SIGNATURE OF  
CORPORATION

\_\_\_\_\_  
Aldo DiCarlo - Mayor

\_\_\_\_\_  
Paula Parker - Clerk





REVISED June 16, 2020

VIA EMAIL

The Town of Amherstburg  
512 Sandwich Street South  
Amherstburg, ON  
N9V 3R2

Attention: Todd Hewitt,  
Manager of Engineering and Operations

Fryer Street Reconstruction  
Detailed Preliminary and Design Services  
Revised Outline of Services

Based on your request, Dillon Consulting Limited (Dillon) is pleased to provide you with the following Outline of Services to complete the geometric layout and detailed design for Fryer Street from Alma Street to Simcoe Street (County Road 18).

## 1.0 BACKGROUND

The Town of Amherstburg (the Town) wishes to reconstruct Fryer Street to improve the roadway from a rural to an urban (curbed) cross-section. The Town has made recent improvements to the road corridor including the addition of a +/-2.4m wide concrete sidewalk/pathway and decorative lighting on the east side of the road. Where feasible, those improvements are to remain in place. Our scope assumes that the existing aerial utilities and poles are also to remain in place.

No roadway or pedestrian crossing improvements are planned to the intersections at either end of the project (Alma Street or Simcoe Street), or to the existing traffic signals at Simcoe Street.

## 2.0 SCOPE OF SERVICES

Dillon proposes to undertake the following scope of services to provide the Town with the detailed design for the Fryer Street improvements from Alma Street to Simcoe Street:

3200 Deziel Drive  
Suite 608  
Windsor, Ontario  
Canada  
N8W 5K8  
Telephone  
519.948.5000  
Fax  
519.948.5054

Dillon Consulting  
Limited



### Phase 1000 – Project Management and Project Coordination

Project management and coordination of this project will include:

- Coordination meetings with the Town of Amherstburg. We have allowed for four (4) project team meetings during the detailed design of this project.
- Regular internal project team meetings.
- Monitoring and control of project scope, schedule and budget.
- Coordination of project checking and reviews.

### Phase 2000 – Preliminary Design of Roadway Geometry

Preliminary road improvement geometry will be developed and provided to the Town for approval prior to commencing the detailed design. We understand that the following lane configurations are the preferred Town improvements for the corridor:

- Two 4.0m wide lane asphalt cross-section with curb and gutter per Town Standard Drawing R1.
- No road widening will be included to permit dedicated lanes for on-road cycling facilities.
- New 1.5m wide concrete sidewalk on the west side of the road.
- Where feasible, maintain the existing 2.4m wide concrete pathway on east side of the road. Identify removal/replacements of pathway as required to facilitate required road and sewer improvements.

### Phase 3000 – Detailed Design

The detailed design for the corridor improvements will include the below noted elements. It is assumed that the entire corridor design and submission for approvals for both phases will be completed at the same time, but the works will be tendered in two (2) phases as further detailed in Phase 5000:

- Complete a topographic survey to establish current conditions and grade elevations for the Fryer Street corridor required to complete the detailed design. It is assumed that improvements to side streets will be terminated at the curb returns.
- Coordinate with utility location company (i.e. GTel) to mark existing underground utilities in the field prior to topographic survey. We have included an allowance for GTel services, refer to Sub-Consultant section for additional information.
- Identify any anticipated utility relocations and coordinate with the various utility companies to confirm their requirements for the identified relocations. It is assumed that all existing aerial utilities/services are to remain aerial and no



relocations will be required. Design or design assistance with any required utility relocation is not included.

- Coordinate with Verhaegen Land Surveyors to complete a legal survey fabric for the entire corridor. It is assumed that no property acquisitions will be required to complete the proposed corridor improvements.
- Roadways:
  - We have not included the completion of a Traffic Impact Study (TIS). The Town has identified that turn lanes are not required at any location on Fryer Street;
  - We will review the existing geotechnical report completed for Fryer Street and incorporate any design requirements into the detailed design. Additional input may be required from the geotechnical consultant on sewer excavation and backfill requirements as the boreholes were drilled to a depth of 1.7m, which is less than the existing storm sewer depth north of Richmond Street. Additional geotechnical testing has not been included in our scope of services;
  - Where feasible, the Town wishes to maintain the existing concrete sidewalk/pathway on the east side of Fryer Street. In coordination with the Town, we will identify where sections of sidewalk replacement may be required for grading, subsurface/sewer improvements or utility conflict reasons;
  - Complete the geometric and grading design for Fryer Street for the above noted limits; and,
  - Provide a pavement markings plan.
- Drainage:
  - The majority of the existing sewer system on Fryer Street is part of an existing Municipal Drain (2<sup>nd</sup> Concession Drain);
  - It is anticipated that the Town will abandon the Fryer Street section of the 2<sup>nd</sup> Concession Drain. Any works associated with the Drainage Act are not included in our scope of work. If it is confirmed that existing drain reports require revisions or updates, Dillon can provide an updated scope of services to complete or assist with these works;
  - As noted, the majority of the flows will drain to the 2<sup>nd</sup> Concession Drain. The block of Fryer Street from Fort Street to Alma Street presently drains to Fort Street. It is anticipated that these flow patterns will remain post construction and no changes to drainage areas will be made;
  - The Town of Amherstburg will undertake a CCTV inspection of the existing storm sewer to determine the condition of the existing pipes. Based on information provided by the Town, there is no history of sewer related flooding on Fryer Street or in the upstream portions of the residential drainage areas. As such, it is assumed that the current storm sewers are adequately sized for the current runoff conditions;

- 
- We will complete a pre and post-development analysis using the Modified Rational Method to determine the stormwater impacts of the road improvements on the existing sewer system. Due to the existing low infiltration well compacted gravel shoulders, the total impervious area draining to the municipal sewer systems is not anticipated to increase significantly. Storm sewer improvements will be designed to detain increases in runoff only. As per direction from the Town, no stormwater quality measures will be included in our scope of services; and,
  - If required, complete and submit an application for sewer improvements to the MECP. Our scope assumes approval from ERCA is not required. Any costs associated with agency application(s) will be paid for by the Town.
  - Traffic Signals and Street Lighting:
    - The Town recently installed new decorative light poles adjacent to the 2.4m wide concrete sidewalk on Fryer Street. It is assumed that no relocations are required to the existing light poles, conduits or handholes. Additionally, no new streetlights are proposed as a part of the project; and,
    - No improvements to the existing traffic signals at Simcoe Street (County Road 18) and Fryer Street will be required.
  - Progress drawings shall be reviewed by the Town at approximately the 60% project milestone stage.

#### Phase 4000 – Public Information Centre

We have allowed for one (1) Public Information Centre (PIC). The proposed PIC will allow for an opportunity to inform the public of the proposed Fryer Street improvements. It is anticipated that the PIC will be held in advance of Phase 1 of construction and will provide an overview of the proposed works and anticipated construction schedule(s). The PIC will be for information only and generally not permit resident input on major roadway design elements.

The PIC will be a drop-in/open house format with a maximum of two (2) Dillon staff and the Town personnel available to answer questions. It is anticipated that detailed design Site Plans sheets will be used for display panels. In addition, Dillon will provide roll plans of the corridor utilizing the detailed design drawings. No renderings of the corridor improvements will be developed.

If required by government social gathering restrictions, Dillon can provide a virtual/online “open house” to share project information.



The Town will coordinate and pay for any associated rental costs for the venue of the PIC. Dillon will assist the Town with the preparation of a PIC notice, but delivery of the notice and/or costs for advertising of notice will be paid for by the Town.

#### Phase 5000 – Contract Documents and Tendering

We will complete Contract drawings and specifications for the Fryer Street improvements and will assist the Town in tendering these improvements. It is assumed that the Phase 1 of the project will be tendered in early 2021 and Phase 2 in early 2022. The following Tasks will be completed for each phase of work:

- Project Phase limits will be determined in conjunction with the Town. Required construction works/information will be included in the Contract Documents to permit the proper transitions/phasing from new works to existing.
- Provide tender ready Contract Documents (drawings, specifications, and form of tender) in PDF format for E-tender by the Town for both Phases of the project. If required for E-tendering, the form of tender will also be provided in Microsoft Excel format. The project drawings and specifications will not be in AODA accessible format.
- Prepare a construction cost estimates for both Phases of the roadway improvements.
- It is assumed that the Phase 2 design will be completed in conjunction with Phase 1. Following completion of the Phase 1 as-built documents, the Phase 2 Construction Documents will be finalized incorporating significant Phase 1 as-built field adjustments only.
- Provide support to address Contractor/Bidder questions during the tender periods for Phases 1 and 2.
- Review of the tender results and provide recommendations for the award of a Contract for both Phases.

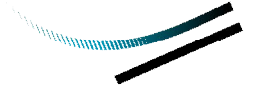
#### Additional Services

If required or requested by the Town, once the timing and scope of the construction works are determined, Dillon can provide additional fee estimates to assist with contract administration and onsite inspection services for both planned phases of construction.

#### Assumptions

The following assumptions have been made in preparation of this Outline of Services;

- Standard curb radii will be utilized at the intersections and no truck turning movements analysis will be completed for any intersection.



- No improvements to watermains or sanitary sewers are required as a part of the project.
- Costs for any required utility relocation are not included.
- Geotechnical services are not included.
- Any required traffic signal location or timings modifications to the existing traffic signals at Fryer Street and Simcoe Street are not included.
- A traffic study has not been included.
- An Environmental Assessment (EA) will not be required.
- Archaeological studies will not be required.
- Daylighting to confirm locations/depths of underground utilities/infrastructure is not included.
- A roadside safety analysis or design of RSS measures will not be completed as part of this work.
- Preparation of a Municipal Act Drainage report(s) or any amendments to any existing drainage reports is not included.
- Dillon will prepare and submit an application on the Town's behalf to the MECP for sewer improvements. Any costs associated with this application will be paid for by the Town.
- Any additional regulatory agency applications for approvals and associated fees are not included.
- A pre-bid site meeting, and/or attendance at test digs with Contractors during the tender period have not been included in our scope.
- Our scope assumes tendering will be undertaken by the Town through their E-tender system and does not include printing of documents for tendering purposes.
- The Town will not be charged any additional effort associated with inefficiencies that may arise from adjustments to our working arrangements, as required to ensure the safety of our employees and the public based on the current COVID-19 health risks.

Fees for the excluded services can be provided, at your request.

### 3.0 SUB-CONSULTANTS

To complete the project, we have included two (2) sub-consultants on our team.

- Verhaegen Land Surveying: Verhaegen will provide the legal survey for the project. We have a quote from Verhaegen to complete the works which is including in our Phase 3000 fees.
- GTel: GTel will provide utility location services for the corridor prior to topographic survey. As the final costs for utility field locating is not known, we have included a \$7,500.00 allowance in our budget which is included in our Phase 3000 fees. If the GTel fees are in excess of the included allowance, we will inform the Town and provide a scope change to cover the overage.



#### 4.0 PROJECT TEAM

The Project Manager and Civil Design Lead for this project will be Chris Patten, P.Eng. Ryan Langlois, P.Eng. will serve as the Stormwater Lead. Other office and technical support staff will be assigned as required.

#### 5.0 SCHEDULE

We are able to proceed immediately with the tasks outlined above upon receipt of your signed Authorization to Proceed.

#### 6.0 FEES

Our lump sum fee to complete the above outlined tasks will be \$137,075.00 or this project, including sub-consultants and expenses but excluding applicable taxes.

DESCRIPTION	ENGINEERING FEES (Excl. H.S.T.)
Phase 1000: Project Management and Project Coordination	\$5,900.00
Phase 2000/3000: Preliminary and Detailed Design*	\$110,125.00
TOTAL DETAILED DESIGN FEE	\$116,025.00
Phase 4000: Public Information Centre (Provisional)	\$5,175.00
Phase 5000: Contract Documents and Tendering (Both Phases)	\$15,875.00
TOTAL PIC AND TENDERING FEE	\$21,050.00
TOTAL DETAILED DESIGN FEE	\$137,075.00

\*Noted fees include sub-consultant costs for Verhaegen Land Surveyors and an allowance for GTel.

#### 7.0 INVOICING

Our invoices are issued monthly and are due upon receipt. Overdue invoices will be subject to monthly interest charges, as outlined in the enclosed Terms of Engagement.

#### 8.0 AUTHORIZATION TO PROCEED

Dillon's policies require written authorization to proceed. Please review the attached Agreement for Professional Services and Terms of Engagement. To acknowledge that you have read, understood and accept these terms that apply to our services and to provide written authorization to proceed, please complete, sign, and return one copy of this full document including all attachments to the undersigned at [cpatten@dillon.ca](mailto:cpatten@dillon.ca) or fax a copy to our Windsor office at (519) 948-5054.



## 9.0 CLOSURE

We appreciate the opportunity of offering our services, and look forward to continuing to work with you on this project.

Yours sincerely,

DILLON CONSULTING LIMITED

Andrea Winter, P.Eng.,  
Partner

Nicole Caza, P.Eng.,  
Officer

CDP:ldm  
Encl.

### Commercial Confidentiality Statement

This document contains trade secrets or scientific, technical, commercial, financial and labour or employee relations information which is considered to be confidential to Dillon Consulting Limited ("Dillon"). Dillon does not consent to the disclosure of this information to any third party or person not in your employ. Additionally, you should not disclose such confidential information to anyone in your organization except on a "need-to-know" basis and after such individual has agreed to maintain the confidentiality of the information and with the understanding that you remain responsible for the maintenance of such confidentiality by people within your organization. If the head or any other party within any government institution intends to disclose this information, or any part thereof, then Dillon requires that it first be notified of that intention. Such notice should be addressed to:

Dillon Consulting Limited,  
235 Yorkland Boulevard, Suite 800,  
Toronto, Ontario M2J 4Y8,  
Attention: President.





## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF THE CAO

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

Author's Name: Paula Parker	Report Date: June 15, 2020
Author's Phone: 519 736 0012 ext. 2238	Date to Council: June 22, 2020
Author's E-mail: <a href="mailto:pparker@amherstburg.ca">pparker@amherstburg.ca</a>	Resolution #:

To: Mayor and Members of Town Council

Subject: Disposition of Surplus Property Policy – Amendment

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#### 1. RECOMMENDATION:

It is recommended that:

1. The Disposition of Surplus Property Policy **BE AMENDED** as presented.

#### 2. BACKGROUND:

Section 270 of the *Municipal Act*, requires all municipalities to adopt and maintain a policy with respect to the sale and other disposition of land. The Town's current policy for Disposition of Surplus Town Property is now over five years old. This report recommends adoption of an amended policy for the Disposal of Surplus Real Property for land and buildings deemed surplus to the needs of the Town in a consistent, transparent and equitable manner. This policy complies with the legislated requirement.

#### 3. DISCUSSION:

The Town of Amherstburg is committed to open, transparent, consistent and equitable activities in relation to the Disposal of Surplus Real Property in the manner that best serves the interests of the Town of Amherstburg and keeps business moving forward.

The recommended policy (attached) is applicable to all Town operations involving the Disposal of Surplus Real Property owned by the Town, including any agencies, boards or commissions whose financial operations are accounted for within the Town's financial statements.

**4. RISK ANALYSIS:**

Policies and procedures are tools to help guide the actions of all individuals involved in the service. By amending this Policy, Council is helping to ensure the most up to date practices are used to ensure open, transparent, consistent and equitable activities in relation to the Disposal of Surplus Real Property.

Failure to approve the updated Disposal of Surplus Real Property Policy may expose the Town to additional risk.

**5. FINANCIAL MATTERS:**

Amendments to this policy clarify and prescribe the charge back of costs of surveys, plans, studies, report costs, appraisals, consulting fees, legal fees, disbursements encumbrances, advertising, improvements and administrative fees to the purchaser.

All proceeds from the disposition of real property shall be deposited into the applicable Lifecycle Reserve or other reserve fund in accordance with Town Policy, third party agreements and or legislation.

**6. CONSULTATIONS:**

The Senior Management Team was consulted on the amendments to the Disposition of Surplus Property Policy concur with the recommendation.

**7. CONCLUSION:**

Administration recommends that the Disposal of Surplus Real Property Policy be approved as presented.



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Paula Parker  
**Municipal Clerk**

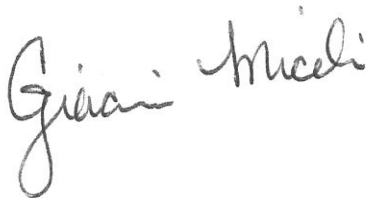
## Report Approval Details

Document Title:	Disposition of Surplus Property Policy Amendment.docx
Attachments:	- Disposition of Surplus Town Property (MS Reviewed - KF Amended 2020 03 09) (2)PP 2020 06 16 CLH.pdf
Final Approval Date:	Jun 17, 2020

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



Cheryl Horrobin




John Miceli



Paula Parker

# POLICY

	Policy:	<del>Disposition of Surplus Town Real Property</del> <b>Disposition of Surplus Real Property</b>		
	Department:	<del>Planning, Development and Legislative Services</del> <b>Economic and Community Development</b>		
	Division:	<del>Real Property</del> N/A	By-Law No.:	<del>TBD</del> N/A
	Administered Prepared-By:	<del>Director of Planning, Development and Legislative Services</del> Karen Jacques	Approval Date:	DRAFT
	Replaces:	<del>Disposition of Surplus Town Property – June 8, 2015</del> <b>Sale of Surplus Property</b>		
	Attachment(s):	N/A		

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## 1. POLICY STATEMENT

The Corporation of the Town of Amherstburg is committed to open, transparent, consistent and equitable activities in relation to the ~~disposition~~ **Disposal** of surplus Town ~~Real Property~~ **land** in the manner that best serves the interests of the Town of Amherstburg and keeps business moving forward.

## 2. PURPOSE

2.1. To abide by ~~Section~~ **section** 270 of the *Municipal Act, 2001* (the “Act”) that requires all municipalities to adopt and maintain a policy with respect to ~~the Disposal~~ sale and disposition of land.

2-1-2.2. To **provide a basis for** establishing procedures to dispose of Real Property deemed surplus to the needs of the Town in a consistent, transparent and equitable manner.

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## 3. SCOPE

3.1. Subject to section 3.2, this policy is applicable to all Town operations involving the ~~disposition~~ **Disposal** of Town ~~Real Property~~ **land**, including any agencies, boards or commissions whose financial operations are accounted for within the Town’s financial statements.

3.2. This policy is not applicable to the ~~d~~ **D**isposal of land where:

3.2.1. The transaction is governed by the federal and/or provincial government:

~~3.2.1.1.~~ The sale of lands for Tax Arrears as indicated in the *Municipal Act, 2001*.

~~3.2.1.1.~~

3.2.1.2. The expropriation of land under the *Expropriations Act, R.S.O. 1990, Chapter E. 26*.

3.2.1.3. Any other situations as governed by provincial or federal legislation.

3.2.2. The transaction is completed in accordance with Council direction and the legal entity obtaining ownership or interest in the land is any government authority including, but not limited to the federal government, Ontario provincial government, crown agencies, school boards having jurisdiction within Town limits, and the Essex Region Conservation Authority.

3.2.3. The disposal is being done by a corporation and the Town is the sole shareholder of that corporation.

3.2.4. The Town is transferring **landReal Property** to a corporation in which the Town is the sole shareholder and the transaction is completed in accordance with Council direction.

3.2.5. The property is deemed to be a Special Project and the transaction is completed in accordance with Council direction.

3.2.6. A closed **alley, closed road, or road allowance or right-of-way** is conveyed to an abutting property owner(s) and the transaction is completed with Council direction **and in accordance with Section 34.1 of the Provision of Notice Policy**.

3.2.7. The transaction involves other land interests and it is completed in accordance with Council direction or other approved by-laws or policies.

3.2.8. Other agreements authorized by Council, such as a development agreement.

~~3.3. **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. **Agreement** means a legal document that binds the Corporation of the Town of Amherstburg and all other parties, subject to the provisions of the contract.

4.2. **Appraisal** is a written opinion of the fair market value of the surplus property land and may include a letter of opinion.

~~4.3. **Chief Administrative Officer (CAO)** is the Chief Administrative Officer for the Corporation of the Town of Amherstburg, which includes the roles and responsibilities as laid out in Section 229 of the Municipal Act, 2001.~~

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- 4.4. ~~Clerk is the Municipal Clerk for the Corporation of the Town of Amherstburg, which includes the roles and responsibilities as laid out in Section 228 of the Municipal Act, 2001.~~
- 4.5. ~~Contract means a legally binding agreement between two or more parties.~~
- 4.6. ~~Council refers to the current elected Council for the Corporation of the Town of Amherstburg. This includes, as an entirety, the Mayor, Deputy Mayor and Councillors.~~
- 4.7. ~~Director is the person responsible for direction and operational control of a division as defined on the Town's organizational structure.~~
- 4.8.4.3. **Disposal** is the sale, exchange for other lands or the lease for a specified term any portion of the Town's surplus ~~property, but~~ **Real Property**. A **Disposal** does not include the granting of an easement or a right-of-way.
- 4.9. ~~Designated Signing Authority means the person or people authorized to execute legally binding contracts on behalf of the Town of Amherstburg.~~
- 4.10.4.4. **Execute** means to legally bind the Corporation of the Town of Amherstburg to the terms and conditions defined within an agreement by applying signatures of designated signing authorities of all parties named in the agreement and the corporate seal (if applicable).
- 4.11.4.5. **Expression of Interest (EOI)** means a situation where vendors are solicited by the Town to advise of their ability or desire to undertake Town projects. This is not to obtain costs for services.
- 4.12. ~~Land includes any property owned by the Town of Amherstburg that includes any features and structures located thereon.~~
- 4.13. ~~Lease is a method of financing and acquisition which binds the Town to a stream of future payments. Council approval is required to enter into a lease, along with, or subsequent to, the acquisition approval. Entry into a lease agreement by the Town shall be subject to the provisions of the Municipal Act, 2001 and the regulation thereto.~~
- 4.14. ~~Manager reports directly to a Director (or the CAO in some instances) and who is responsible for a department within a division of the Corporation, as defined on the Town's organizational structure.~~
- 4.15.4.6. **Market Value** means the most probable price which a property should bring in a competitive and open market as of a specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and in their own best interests and assuming the price is not affected by undue stimulus.
- 4.16.4.7. **Non-Viable Real Property** means surplus Real Property for which a building permit cannot be granted because it is either landlocked, or because it is of insufficient size and shape to permit development unless developed in conjunction with abutting land.
- 4.17.4.8. **Notice** means the notification provided to the public in accordance with the provisions of this policy.

~~4.18-4.9.~~ **Other Land Interests** is the granting of an interest in land that is not a disposal, such as easements, leases, encroachments, etc.

~~4.19-4.10.~~ **Real Property** means land and buildings which are owned by the Town of Amherstburg, including Viable and Non-Viable property.

~~4.20-4.11.~~ **Sale** means an agreement to purchase property for an agreed upon sum of money or declared equivalent in exchange for title to the property.

~~4.21.~~ **Senior Management Team (SMT)** is comprised of the Chief Administrative Officer and Directors. If a Director is unavailable, a delegate may be assigned.

~~4.22-4.12.~~ **Special Project** means ~~land~~ **Real Property** to be used for development or other opportunity, as determined by Council.

~~4.23-4.13.~~ **Surplus Property** means Real Property located in the Town of Amherstburg and owned by or for the benefit of the Town for which ~~the~~ Council has determined that the disposition of the said ~~land~~ **Real Property** is in the best interests of the Town after a consideration of all relevant circumstances, including, but not limited to, the current and future programs and operational requirements of the Town.

~~4.24.~~ **Town** is the Corporation of the Town of Amherstburg.

~~4.25.~~ **Treasurer** is the Treasurer for the Corporation of the Town of Amherstburg, which includes the roles and responsibilities as laid out in Section 286 of the Municipal Act, 2001.

~~4.26-4.14.~~ **Viable Land Real Property** means a parcel of land which, on its own, would be eligible for a building permit.

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.

5.2. All dollars in this document are expressed in Canadian Dollars.

5.3. All solicitations and processes under this Policy shall be conducted in English.

## 6. **GENERAL CONDITIONS**

6.1. **Council Privilege**

- 6.1.1. Council reserves the right to refuse, in its sole discretion, any submission to purchase any property or part thereof, regardless of whether the applicant has met all requirements herein.
- 6.1.2. Council reserves the right to adjust the ~~sale~~ Disposal price where, in the opinion of Council, it is in the best interests of the Town to do so.
- 6.1.3. Council reserves the authority to waive any section of this policy.
- 6.1.4. Council may delegate their authority, by way of resolution, to the Chief Administrative Officer ~~CAO~~ in regards to this policy.

6.2. **Standardization**

- 6.2.1. It will be the policy of the Town of Amherstburg, wherever possible, to standardize the ~~disposition~~ Disposal of ~~surplus~~ Surplus ~~real Real property~~ Property to allow for the Town to:
  - 6.2.1.1. Divest ~~itself~~ from ~~real Real~~ property Property with little to no value to the Town.
  - 6.2.1.2. Maximize asset potential.
  - 6.2.1.3. ~~Reduce the risk or liability to the Town.~~
  - 6.2.1.4. ~~6.2.1.3-6.2.1.4.~~ Promote growth and development within the Town of Amherstburg.
  - 6.2.1.5. ~~6.2.1.4-6.2.1.5.~~ Institute Fair-fair and competitive bidding on ~~Real p~~ Property.
  - 6.2.1.6. ~~6.2.1.5-6.2.1.6.~~ Apply a Consistent consistent and streamlined ~~systems relating process with regard~~ to the ~~disposition~~ Disposal of ~~real Real~~ property Property.

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6.3. **Declaration of Surplus Property**

- 6.3.1. The Director of ~~Planning, Economic and Community~~ Development and Legislative Services or designate shall ensure that all utilities and third-parties who have infrastructure, or other assets, located on the subject ~~Real property~~ Property are consulted, prior to ~~the declaration of surplus property~~ the Real Property being declared Surplus.
- 6.3.2. The Director of ~~Economic and Community~~ Planning, Development and Legislative Services, or designate shall obtain comments from Town departments regarding the resulting effects on operations prior to the ~~subject Real property~~ Property being declared ~~s~~ Surplus.
- 6.3.3. Prior to the ~~d~~ Disposal of ~~real Real~~ property Property, Council shall declare the property surplus by official resolution at a public meeting of Council.



~~6.3.4. The sale/Disposal of Viable or Non-Viable Real Property to the abutting property owner(s) does not need to be declared surplus by Council prior to its disposal.~~

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#### 6.4. **Notifications**

6.4.1. Notification of the intention to dispose of ~~real Real property Property~~ shall be provided to the public in the local newspaper and/or the Town's website for a period of not less than one week.

6.4.2. Notice may not be provided if the ~~sale/Disposal of Real property Property~~ is for a ~~non-viable properties and~~ land exchanges. This will be determined and approved by the CAO.

6.4.3. If the Town ~~was is~~ provided an Expression of Interest to purchase ~~Town Real property Property~~, subject to approval by Council, the Disposal of the subject Real Property may be conducted through direct negotiation with the potential buyer and or the sale is conducted through direct negotiation, public notice of the intent to ~~dispose sell of~~ the subject ~~Real property Property~~ may will not be provided. ~~This will be determined and approved by the CAO. (See 6.8.2.3)~~

#### 6.5. **Property Values**

6.5.1. Prior to the negotiation of a ~~sale/Disposal of Viable real Real property Property~~, an ~~a~~ appraisal shall be obtained.

6.5.2. Disposal ~~of Viable Real Property~~ will be at ~~minimum~~ the appraised value, or equivalent consideration, plus costs as shown below in section 6.13.1 unless Council directs otherwise.

6.5.3. Non-Viable Real Property which cannot be rendered viable by means of a consent under the Planning Act, regardless of location, will be valued at \$1.00.

6.5.4. Non-Viable Real Property which can be rendered viable by means of consent under the Planning Act will be sold at appraised Market Value or equivalent consideration plus costs as shown below in section 6.13.1, unless Council directs otherwise.

#### 6.6. **Appraisals**

6.6.1. Appraisals ~~shall be obtained~~ will be prepared by one of the following:

6.6.1.1. An independent qualified appraiser who may be a registered member in good standing of the Appraisal Institute of Canada.

6.6.1.2. A real estate brokerage firm or an independent real estate agent.

6.6.1.3. Any other person deemed by the CAO to be qualified for this purpose, including a qualified land assessor in the Province of Ontario.

6.6.2. The acquisition of professional services to provide ~~Real property~~ Property appraisals shall be conducted in accordance with the Town's *Procurement Policy*.

#### 6.7. Land Surveys

6.7.1. Before the Disposal disposition of any ~~Real p~~ Property, the Town shall obtain or require a survey of the land from an independent surveyor in accordance with the laws of the Province of Ontario. The acquisition of professional services to provide land surveys shall be conducted in accordance with the Town's Procurement Policy. The CAO may waive this requirement if an existing survey is available.

#### 6.8. Methods of Disposal

##### 6.8.1. Public Advertisement

6.8.1.1. Subject to direction from Council, ~~viable-Viable Real property~~ Property will be listed by a real estate brokerage firm or independent real estate agent ~~acquired-retained~~ by the Town for ~~real-Real property~~ Property transactions. The ~~acquisition-retention~~ of real estate brokers or agents to dispose of ~~Viable real-Real property~~ Property shall be conducted in accordance with the Town's *Procurement Policy*.

6.8.1.2. All ~~viable-Viable land-Real Property~~ will be marketed for a period of at least ten business days prior to the review and consideration of any offer to purchase, except as otherwise provided in this policy.

##### 6.8.2. Direct Negotiation

6.8.2.1. ~~Lands that are landlocked-Viable Real Property or Non-Viable Real Property which can be rendered viable by means of a consent under the Planning Act,~~ may be sold directly to the abutting property owner(s), ~~provided the land is sold at no less than the market value.~~ If more than one abutting property owner wishes to acquire the ~~landlocked-Real property~~ Property, the Director of ~~Planning, Economic and Community Development and Legislative Services or designate~~ will contact the abutting owners to determine whether a consensus can be arrived at in splitting the property among ~~st~~ interested abutting owners. In the event that a consensus cannot be arrived at, all interested abutting owners will be requested to provide the Town with an offer for the ~~whole landlocked parcel~~ entire Real Property.

6.8.2.2. Non-~~viable-Viable real-Real property~~ Property which cannot be rendered viable by means of consent under the *Planning Act* may be sold directly to the abutting property owner(s) for lot consolidation purposes. ~~at the value established by the Director of Economic and Community Development, taking into consideration all relevant factors, but in any event~~ Sale of this type of property will be done for no less than on a full

cost-recovery basis, ~~including, but not limited to, survey costs, costs for plans, studies or reports, Appraisals, consulting fees, survey costs and all legal fees, and disbursements, advertising, improvements and administrative costs.~~ If more than one abutting property owner wishes to acquire the ~~nNon-v/iable landReal Property~~, the Director of ~~Economic and CommunityPlanning, Development and Legislative Services or designate~~ will contact the abutting owners to determine whether a consensus can be arrived at in splitting the ~~Non-Viable Real property Property and costs~~ amongst interested abutting owners. In the event that a consensus cannot be arrived at, all interested abutting owners will be requested to provide the Town with an offer for the ~~entire Non-Viable Real Property, whole landlocked parcel.~~

6.8.2.3. If the Town receives an ~~expression-Expression of interest-Interest to purchase Town Real propertyProperty~~, the Town may directly negotiate the sale of said property with the potential buyer upon Council's approval, ~~without having to provide public notice.~~

6.8.3. The Town reserves the right to dispose of ~~real-Real property-Property~~ by way of tender or request for quotation, if it has been deemed by the CAO to be in the best interests of the Town to do so.

6.8.4. The Director of ~~Economic and CommunityPlanning, Development and Legislative Services~~ will confirm whether there is any right for a former owner to repurchase the ~~land-Real Property~~ under the *Expropriations Act* and advise Council of same by way of Council report.

#### 6.9. ~~LandReal Property Transactions~~

6.9.1. Disposals will be done in a manner consistent with accepted conveyancing practices, and in accordance with all applicable federal and provincial legislation and municipal by-laws and policies.

6.9.2. The ~~Town Solicitor~~Director of Planning, Development and Legislative Services, or designate, has the authority to extend or abridge the closing date or extend or abridge the timeframes on any conditions previously approved by Council on any disposal provided such extension or abridgement does not change the intent of the approved disposal.

#### 6.10. ~~Unserviced LandReal Property~~

6.10.1. ~~Land-Real Property~~ located in areas without municipal services will be retained by the Town until such time as services are available, except as provided in 6.10.2.

6.10.2. In the event of a special circumstance involving the potential disposition of unserviced ~~landReal Property~~, the ~~Director of Economic and Community Development~~CAO or ~~Director of Planning, Development and Legislative Services~~ will bring the issue to Council for ~~its~~ consideration.

#### ~~6.11. Parkland and Natural Environmental Areas~~

~~6.11.1. There will be no disposal of parkland or natural environment areas without Council approval.~~

~~6.11.1.1. Subject to section 6.11.1, disposal of parkland and other land Real Property having significant natural features requires the compliance satisfaction of with the Official Plan requirements and, if applicable, the implementation of appropriate measures to protect the significant natural features.~~

#### **6.12-6.11. Heritage Properties**

~~6.12-6.11.1. There will be no disposal of land Real Property under Part IV or Part V of the Ontario Heritage Act (a "Heritage Property") without Council's prior approval. The local Heritage Committee will be consulted of any Heritage Property being made available for sale prior to Council consideration.~~

#### **6.13-6.12. Sale Price**

~~6.13-6.12.1. A minimum reserve sale Disposal price shall be determined by the Director of Economic and Community Planning, Development and Legislative Services or designate based on either \$1,000 plus the estimated costs or the appraised value plus estimated costs incurred by the Town to dispose of the surplus Real property Property. Costs that may include but are not limited to the cost of: an appraisal, survey, plans, studies, reports, realty fees, legal fees, disbursements, consulting fees, advertising, improvements, and administrative fees, etc.~~

~~6.13-6.12.1.1. The accepted approved sale Disposal price shall not be lower than the reserve minimum sale Disposal price as determined in section 6.13-1 unless Council determines that it is in the best interest of the Town to do so.~~

#### **6.14-6.13. Offers of Purchase**

~~6.14-6.13.1. All offers to purchase real Real property Property from the Town by means of an Agreement of Purchase and Sale must be accompanied by a deposit in an amount determined by the Director of Economic and Community Planning, Development and Legislative Services or designate and shall be the greater of \$1,000 or 5% of the offered purchase price.~~

~~6.14-6.13.2. Unless otherwise directed by Council, all disposals will be on a cash basis. If the Director of Economic and Community Development Chief Administrative Officer is of the opinion that exceptional and specific circumstances exist that would warrant consideration of a disposal on something other than a cash basis, the Town Solicitor shall be consulted. If the Town Solicitor concurs with the exceptional and specific circumstances exist that would warrant consideration of a disposal on something other than a cash basis, this will be presented to Council for consideration.~~

#### **6.15-6.14. Financial Responsibilities**

~~6.15.1.6.14.1.~~ The purchaser shall be responsible for all costs incurred ~~to by~~ the Town attributable to the sale of the subject property. ~~This-These costs~~ includes, but ~~is~~ ~~are~~ not limited to ~~the costs of: -legal costs,-~~ surveys, plans, studies, report costs, ~~a~~Appraisals, ~~consulting fees, legal fees, disbursements encumbrances,~~ advertising, improvements and administrative fees.

~~6.15.2.6.14.2.~~ Should expenses be incurred by the Town for the intention ~~to of the~~ ~~Disposal-dispose~~ of ~~r~~Real ~~p~~Property, but efforts do not result in a ~~sale~~Disposal, the expenses shall be ~~paid from the Town's Lifecycle Reserve.~~ reported to Council along with a recommendation on funding the costs.

~~6.15.3.6.14.3.~~ All proceeds from the disposition of ~~land~~ Real Property shall be deposited into the ~~Town's applicable~~ Lifecycle Reserve or other reserve/reserve or reserve fund in accordance with Town Policy, third party agreements and or legislation.

#### ~~6.16.6.15.~~ Reporting

~~6.16.1.6.15.1.~~ When Council is presented with a report considering the declaration of Real property Property to be surplus, the report shall include at a minimum:

~~6.16.1.1.6.15.1.1.~~ A description, location and sketch of the subject Real property Property and its current uses.

~~6.16.1.2.6.15.1.2.~~ The reason why the Real property Property should be declared surplus to the Town's needs.

~~6.16.1.3.6.15.1.3.~~ Associated risk with selling/not selling the surplus-Real property Property.

~~6.16.1.4.6.15.1.4.~~ Persons, corporations, authorities, local boards and bodies ~~to whom that~~ should be contacted and notice given (other than general public notice).

~~6.16.1.5.6.15.1.5.~~ Whether an Expression of Interest has been provided for the subject Real property Property and details provided therein.

~~6.16.1.6.6.15.1.6.~~ Recommendations as to the method of sSaleDisposal.

~~6.16.1.7.6.15.1.7.~~ Recommendations to terms and conditions of a potential sSaleDisposal.

~~6.16.2.6.15.2.~~ When Council is presented with a report to consider an offer to purchase Real Property from the Town, the report shall include at a minimum:

~~6.16.2.1.6.15.2.1.~~ A summary of the process used to offer the land-Real Property for sSaleDisposal and results thereof.

~~6.16.2.2.6.15.2.2.~~ The potential purchaser and offered price for the subject Real property Property.

~~6.16.2.3-6.15.2.3.~~ Proposed future use of the Real Property lands.

~~6.16.3-6.15.3.~~ Discussions regarding the ~~disposition~~Disposal of ~~Rreal pP~~Real Property may be held discussed in a closed in-camera session of Council as defined in the *Municipal Act, 2001*, as determined by the Clerk.

~~6.16.4-6.15.4.~~ Any decisions to be made by Council as a result of closed session discussions regarding the Disposal disposition of ~~real-Real property-Property in a closed sessions~~Real Property shall be reported out in a public session by official resolution.

#### 6.17-6.16. Authorizing By-law

~~6.17.1-6.16.1.~~ Any Disposal sale of ~~Town-Real property-Property~~Real Property shall be ratified by a By-law authorizing the sale.

### **7. RESPONSIBILITIES**

7.1. **Council** has the authority and responsibility to:

- 7.1.1. Refuse any submission to purchase any Real property-Property or part thereof.
- 7.1.2. Delegate their authority, by way of resolution, to the CAO in regards to this policy as they see fit.
- 7.1.3. Declare Real property-Property sSurplus by official resolution at a public meeting of Council prior to the disposal of real-Real property-Property.
- 7.1.4. Approve offers of purchase and sale ~~as presented by the Director of Economic and Community Development~~.
- 7.1.5. Consider the potential Disposal disposition of unserved land-Real Property as ~~presented by the Director of Economic and Community Development~~ as recommended.
- 7.1.6. ~~Approve~~ Consider the potential Disposal disposition of parkland or natural environment areas as recommended.
- 7.1.7. May consult with the Heritage Committee regarding the Disposal ~~disposition~~ of Heritage Property and approve or disallow the same, where applicable.
- 7.1.8. Waive any section of this policy.

7.2. The **CAO** has the authority and responsibility to:

- 7.2.1. Act in a manner in which Council is responsible in regards to this policy if said authority has been en officially delegated by Council.
- 7.2.2. Determine if public notice of the intent to sell ~~non-viable lands~~Real Property is required on a case-by-case basis.

- 7.2.3. Deem that the **Disposal sale** of any **Real property-Property** shall be conducted by way of tender or quotation if it is in the best interests of the Town to do so.
- 7.3. The **Senior Management TeamSMT** has the authority and responsibility to:
- 7.3.1. Review **notices list(s)** of potential **sSurplus land-Real Property dispositions** and provide comment, information and input as to whether the subject **Real property Property** is eligible for **Disposal disposition**, prior to presentation to Council for **sSurplus** declaration.
- 7.4. The **Director of Economic and Community Planning, Development and Legislative Services** has the authority and responsibility to:
- ~~7.4.1. Periodically review listings of all Town-owned landReal Property to determine which property may be sSurplus to the Town's needs.~~
- ~~7.4.2. Circulate notice of potential surplus lands Real Property to the Senior Management TeamSMT or designates for comment and input, prior to Council deeming the property sSurplus.~~
- ~~7.4.1. Circulate notice of potential surplus lands Real Property to utilities and/or any other third party having infrastructure or other assets located on the subject Real property Property for comment and input, prior to Council deeming the Real property Property sSurplus.~~
- ~~7.4.3.~~
- ~~7.4.4-7.4.2. Make Subject to consultation with Senior Management and relevant third parties (such as utilities), bring forward recommendations to Council about declaring Real property Property sSurplus and seek Council's authority to offer the land-Real Property for disposal.-sale-~~
- ~~7.4.5-7.4.3. Ensure Pursue property dDisposals per- are in keeping with this policy and make recommendations to Council.~~
- ~~7.4.6. Obtain qualified real estate brokers or agents to assist, as appropriate, in the Disposal disposition of land Real Property in accordance with the Procurement Policy.~~
- ~~7.4.7. Obtain independent property aAppraisals for land Real Property as necessary in keeping with any requirements imposed by any applicable legislation, By law or this policy, and in accordance with the Procurement Policy.~~
- ~~7.4.8. Contact owners abutting property owners toViable and nonNon-viable Viable Real Property or landlocked property if more than one abutting property owner wishes to acquire said property to determine whether a consensus can be arrived at in splitting the Real property Property and costs among interested abutting owners. If a consensus cannot be reached, the Director of Economic and Community~~

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~~Development will request offers from all interested abutting owners for the entire subject parcel Real Property.~~

~~7.4.9. Confirm whether there is any right for a former owner to repurchase land Real Property obtained by the Town under the *Expropriations Act* and advise Council of the same.~~

~~7.4.10. Determine the appropriate amount of the deposit that shall accompany an Agreement of Purchase and sSale. The amount shall be no less than \$1,000.~~

~~7.4.11. Consult with the Town Solicitor Chief Administrative Officer if exceptional and specific circumstances exist that would warrant contemplation of a dDisposal on something other than a cash basis and present a recommendation to Council for consideration.~~

~~7.4.12-7.4.4. Bring any circumstances of potential Disposal disposition of unserviced land Real Property to Council for consideration.~~

~~7.4.13. Report the details of any Real property Property dDisposal to the appropriate departments and to the Treasurer for the purposes of maintaining accurate corporate records.~~

~~7.4.14. Initiate changes to existing policies, procedures, or recommendations addressing the disposition of land in cooperation with the Manager of Special Projects.~~

~~7.4.15. Prepare and maintain all data bases and records regarding Town properties.~~

~~Provide the Clerk with final copies of any and all agreements in regards to real Real property Property and the Disposal sale of surplus Real property Property.~~

~~7.5. The Manager of Special Projects has the authority and responsibility to:~~

~~7.5.1. Coordinate changes to existing policies, and the establishment and maintenance of procedures addressing the disposition of land with the Director of Economic and Community Development.~~

~~7.5. Staff have the authority and responsibility to:~~

~~7.5.1. Abide by the *Disposition of Surplus Real Property Policy*.~~

### **RECORDS AND INFORMATION**

~~Purchasing records will be retained in accordance with legislative requirements, guidelines of governing and professional bodies, and the Town's Record Retention By-law.~~

~~The Town is subject to the Municipal Freedom of Information and Protection of Privacy Act. Subject to provisions of this Act, the Town will use reasonable efforts to safeguard the confidentiality of any information identified by a supplier as confidential, but shall not be liable in any way whatsoever if such information is disclosed.~~



~~Purchasing files shall be maintained by the Administration to monitor and review the effectiveness of this policy and associated procedures, and to ensure compliance to this Policy.~~

### ~~8. PROCEDURES~~

~~8.1. Administration has the authority to establish procedures for implementing this policy and to amend those procedures as required in the best interests of the town with the concurrence of the CAO and Town Solicitor (if required).~~

### ~~9.8. REFERENCES AND RELATED DOCUMENTS~~

~~9.1.8.1. *Municipal Act, 2001*~~

~~9.2.8.2. *Expropriations Act, 1990*~~

~~8.3. *Planning Act, 1990*~~

~~8.4. *Procurement Policy*~~

~~9.3.8.5. *Execution of Agreements, Leases & Contracts Policy*~~



## THE CORPORATION OF THE TOWN OF AMHERSTBURG

### OFFICE OF THE CAO

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

Author's Name: Paula Parker	Report Date: June 11, 2020
Author's Phone: 519 736 0012 ext. 2238	Date to Council: June 22, 2020
Author's E-mail: <a href="mailto:pparker@amherstburg.ca">pparker@amherstburg.ca</a>	Resolution #:

To: Mayor and Members of Town Council

Subject: At-large vs. Ward System Elections

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#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Municipal Clerk regarding At-large vs. Ward System Elections **BE RECEIVED** and no further action be taken;

#### OR

2. Option 2 **BE APPROVED**; and,
3. **By-law 2020-037** being a By-law to Establish Ward Boundaries in the Town of Amherstburg be taken as having been read a first and second time and the Mayor and Clerk **BE AUTHORIZED** to sign same.

#### 2. BACKGROUND:

On August 12<sup>th</sup>, 2019, Council passed the following motion (Resolution # 20190812-420)

“That Administration BE DIRECTED to re-evaluate the Town’s election system and a report be brought back with options including at-large, ward or a hybrid approach to the 2022 Election for Council’s consideration.”

### **3. DISCUSSION:**

The municipal election is an important component of the Town's democratic process. The Clerk has a responsibility to ensure that the election is administered in accordance with the following principles of the Municipal Elections Act:

- The secrecy and confidentiality of the voting process is paramount;
- The election shall be fair and non-biased;
- The election shall be accessible to all voters;
- The integrity of the voting process shall be maintained throughout the election;
- There is to be certainty that the results of the election reflect the votes cast; and
- Voters and candidates shall be treated fairly and consistently.

The municipal election is run solely at the discretion of the Clerk, with the exception of a few decisions to be made by Council. Those decisions are:

- Passing a by-law to determine alternative voting methods
- Passing a by-law to submit a question to electors on the ballot
- Passing a by-law to consider rules for a recount

These decisions will be considered by Council at the appropriate time based on legislation.

Council, as per the Municipal Act, also has the authority to divide, re-divide or dissolve wards. Viable options for the Town of Amherstburg are provided for Council's consideration based on the review attached and the direction given to the Clerk on August 12, 2019.

#### **Option 1 – At-large System**

With this system, each elector has an opportunity to consider every candidate in the Council election. They are not limited to selecting only candidates that are running in a specified area. In an At-large system, electors have greater representation amongst council by being able to approach any member with their concerns and not just one.

An At-large system promotes a more unified cohesive community.

The Corporation of the Town of Amherstburg has been conducting its elections At-large since amalgamation in 1999. Amherstburg could continue to conduct elections in this manner with no additional impacts to the organization.

Currently in Essex County, Kingsville, LaSalle and Leamington use an At-large Election System.

#### **Option 2 – Mixed System - At-large and Ward**

With this system, each elector is restricted to voting only for the Mayor, Deputy Mayor and one (1) Councillor to represent their interests. While this doesn't allow electors to

consider each candidate for each office, it can somewhat simplify the voting process for the electorate. It may also streamline communications for citizen inquiries, however the elector is limited to contact with only one representative within their ward.

Amherstburg could conduct elections in this manner but there will be additional financial impacts to the organization to consider in changing to a mixed system. Please refer to the financial matters section of this report.

If option 2 is chosen, By-law 2020-037 a by-law to establish ward boundaries for the Town of Amherstburg has been attached for first and second reading. Council will consider a 3<sup>rd</sup> reading of this by-law on July 13<sup>th</sup>, 2020 at which time, the by-law notice will be added to that week's edition of the local paper and posted on the town's website and social media and the 45 day appeal period will commence.

Currently in Essex County, Essex, Lakeshore and Tecumseh use a mixed system of At-large and Wards.

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

Council's decision to change or maintain election systems comes with political risk, as it may not be a popular decision whatever option is chosen.

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

The financial impacts of Option 1 have been considered in budget deliberations since 2019. Council has approved a transfer of \$33,600 to the Election Reserve in 2019 and 2020. This reserve transfer will be requested again in years 2021 and 2022 in order to fund the 2022 Election.

It is somewhat difficult to determine the financial impacts of Option 2 considering there are a number of unknown variables at this time. (For example, will the Town conduct its election with traditional poll, or will it opt to try internet or mail-in voting? Will it consider ranked balloting? etc) These council decisions will have an impact on the election budget.

If assumptions are made that the 2022 Election will be conducted in the same manner as the 2018 Election with the only change being a mixed system, administration can approximate an increase of \$35,000. This figure does not consider the questions posed above.

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

Tim Ryall, Municipal Advisor, Ministry of Municipal Affairs and Housing was consulted on municipal legislation.

Essex and Lakeshore were consulted on their respective election systems.

7. **CONCLUSION:**

There are advantages and disadvantages to both at-large and ward election systems, as described in the attachment. It is the opinion of Administration that the mixed system limits an elector's opportunity for community representation rather than improving it.

Administration recommends continuation of the At-large election system for the Town of Amherstburg, however if Council chooses to change to a mixed system of at-large and ward, By-law 2020-037 has been provided for first and second reading. Third reading of the by-law will be considered by Council on July 13, 2020 as indicated above.



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Paula Parker  
**Municipal Clerk**

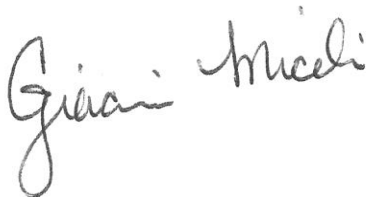
## Report Approval Details

Document Title:	At-large vs. Ward System Elections.docx
Attachments:	- Ward v. At large - Pros and Cons.docx - 2020-037 - Ward System Election.pdf - Ward_Map_2020_11x17.pdf
Final Approval Date:	Jun 16, 2020

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



Cheryl Horrobin



John Miceli



Paula Parker



# TOWN OF AMHERSTBURG

At-Large vs. Ward Electoral System

## ABSTRACT

This review considers the advantages and disadvantages of the At-Large Electoral System and the Ward Electoral System as it relates to the Town of Amherstburg.

Paula Parker, Municipal Clerk

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## Introduction

### Why a Ward vs. At-large Review Now?

Council, at its August 12, 2019 Regular Council Meeting, passed the following motion (Resolution # 20190812-420):

“That Administration BE DIRECTED to re-evaluate the Town’s election system and a report be brought back with options including at-large, ward or a hybrid approach to the 2022 Election for Council’s consideration.”

The primary purpose of this review is to prepare Council to make decisions with respect to:

- Whether to maintain the existing electoral structure or to adopt an alternative arrangement.

This review is premised on the legitimate democratic expectation that municipal representation in Amherstburg will be effective, equitable and an accurate reflection of the contemporary distribution of population across the municipality.

## Legislation

### Municipal Act, 2001

#### **“Composition of council of local municipality**

**217 (1)** Without limiting sections 9, 10 and 11, those sections authorize a local municipality to change the composition of its council subject to the following rules:

1. There shall be a minimum of five members, one of whom shall be the head of council.
2. The members of council shall be elected in accordance with the Municipal Elections Act, 1996.
3. **The head of council shall be elected by general vote.**
4. **The members, other than the head of council, shall be elected by general vote or wards or by any combination of general vote and wards.**
5. The representation of a local municipality on the council of an upper-tier municipality shall not be affected by the by-law of the local municipality under this section. 2001, c. 25, s. 217 (1); 2006, c. 32, Sched. A, s. 92 (1).

(2) REPEALED: 2006, c. 32, Sched. A, s. 92 (2).

#### **Coming into force**

(3) A by-law described in this section does not come into force until the day the new council is organized,

(a) after the first regular election following the passing of the by-law; or

(b) if the by-law is passed in the year of a regular election before voting day, after the second regular election following the passing of the by-law. 2001, c. 25, s. 217 (3); 2006, c. 32, Sched. A, s. 92 (3).

### **Election**

(4) The regular election held immediately before the coming into force of a by-law described in this section shall be conducted as if the by-law was already in force. 2001, c. 25, s. 217 (4); 2006, c. 32, Sched. A, s. 92 (4).

### **Term unaffected**

(5) Nothing in this section authorizes a change in the term of office of a member of council. 2001, c. 25, s. 217 (5).....”

### **“Establishment of wards**

**222** (1) Without limiting sections 9, 10 and 11, those sections authorize a municipality to divide or redivide the municipality into wards or to dissolve the existing wards. 2006, c. 32, Sched. A, s. 96 (1).

### **Conflict**

(2) In the event of a conflict between a by-law described in subsection (1) and any provision of this Act, other than this section or section 223, any provision of any other Act or a regulation made under any other Act, the by-law prevails. 2006, c. 32, Sched. A, s. 96 (1).

### **Notice**

(3) Within 15 days after a by-law described in subsection (1) is passed, the municipality shall give notice of the passing of the by-law to the public specifying the last date for filing a notice of appeal under subsection (4). 2006, c. 32, Sched. A, s. 96 (1).

### **Appeal**

(4) Within 45 days after a by-law described in subsection (1) is passed, the Minister or any other person or agency may appeal to the Local Planning Appeal Tribunal by filing a notice of appeal with the municipality setting out the objections to the by-law and the reasons in support of the objections. 2006, c. 32, Sched. A, s. 96 (1); 2017, c. 23, Sched. 5, s. 49 (1).

### **Notices forwarded to Board**

(5) Within 15 days after the last day for filing a notice of appeal under subsection (4), the municipality shall forward any notices of appeal to the Tribunal. 2001, c. 25, s. 222 (5); 2017, c. 23, Sched. 5, s. 49 (2).

### **Other material**

(6) The municipality shall provide any other information or material that the Tribunal requires in connection with the appeal. 2001, c. 25, s. 222 (6); 2017, c. 23, Sched. 5, s. 49 (3).

#### **Tribunal decision**

(7) The Tribunal shall hear the appeal and may, despite any Act, make an order affirming, amending or repealing the by-law. 2001, c. 25, s. 222 (7); 2017, c. 23, Sched. 5, s. 49 (4).

#### **Coming into force of by-law**

(8) A by-law of a municipality described in this section comes into force on the day the new council of the municipality is organized following,

(a) the first regular election after the by-law is passed if the by-law is passed before January 1 in the year of the regular election and,

(i) no notices of appeal are filed,

(ii) notices of appeal are filed and are all withdrawn before January 1 in the year of the election, or

(iii) notices of appeal are filed and the Tribunal issues an order to affirm or amend the by-law before January 1 in the year of the election; or

(b) the second regular election after the by-law is passed, in all other cases except where the by-law is repealed by the Tribunal. 2001, c. 25, s. 222 (8); 2006, c. 32, Sched. A, s. 96 (2); 2017, c. 23, Sched. 5, s. 49 (5).

#### **Election**

(9) Despite subsection (8), where a by-law comes into force on the day the new council of a municipality is organized following a regular election, that election shall be conducted as if the by-law was already in force. 2001, c. 25, s. 222 (9).

#### **Notice to assessment corporation**

(9.1) When a by-law described in this section is passed, the clerk of the municipality shall notify the assessment corporation,

(a) before January 1 in the year of the first regular election after the by-law is passed, if clause (8) (a) applies;

(b) before January 1 in the year of the second regular election after the by-law is passed, if clause (8) (b) applies. 2009, c. 33, Sched. 21, s. 6 (10).

(10) Repealed: 2017, c. 10, Sched. 1, s. 17....”

## Municipal Elections Act

“18 (7)...if a municipality is divided into wards, an elector is entitled to vote only in the ward where he or she resides, even if the elector resides in one ward and is the owner or tenant of land in a different ward or is the spouse of an owner or tenant of land in a different ward.

### **In municipality divided into wards**

**29 (4) If a municipality is divided into wards, a person is eligible to be nominated for an office in an election in any ward of the municipality.” (Emphasis added)**

## Electoral Systems Used in Ontario

An electoral system is a set of rules by which electoral preferences are articulated as votes, and translated into seats.

There are four basic electoral methods presently used in the election of municipal councils in Ontario.

- a) The ward system divides the municipality into several geographic areas or wards. Each ward contains approximately an equal number of inhabitants or electors who then elect one councillor to the municipal council. This system is referred to as the single-member ward system.
- b) The multi-ward system is similar to the single-member ward system with the exception that each ward elects more than one councillor to the municipal council. This system is referred to as the multi-member ward system.
- c) The third electoral system is called at-large or general vote system. Under this formula the entire municipality constitutes a "ward" and all electors of the municipality have an opportunity to vote for all the members of the municipal council.
- d) The fourth electoral system used in the Province is called the mixed system. Here, some municipal councils are elected by using a combination of any of the above methods discussed.

## What's happening in the County?

Essex	Wards (4)
Kingsville	At-Large
Lakeshore	Deputy Mayor (At-large) / Wards (6)
LaSalle	At-Large
Leamington	At-Large
Tecumseh	Deputy Mayor (At-large) / Wards (5)

# At-Large Electoral System - Advantages and Disadvantages

## Advantages

- Electors have greater choice and flexibility in elections (each voter has the opportunity to consider every candidate in the Council election).
- Electors are able to select the candidates they think will do the best job, rather than having to make a choice among candidates who happen to run in their ward.
- Residents will have a larger number of Councillors to approach with their concerns.
- The system promotes the concept of a Town-wide focus, with Councillors being elected by, and concerned for, the Town as a whole, rather than placing a priority on more parochial interests.
- The likelihood of acclamations is reduced.
- It may be easier and less costly to select a replacement than in a ward-based system if a vacancy occurs mid-term.

## Disadvantages

- Candidates must campaign across the entire municipality; this may make the cost of a campaign prohibitive (especially for newcomers).
- There would be no designated voices for particular communities or localities within the municipality.
- At-large elections can lead to significant communities of interest and points of view being unrepresented (or under-represented).
- Candidates who appeal to areas where voter turnout is highest tend to be elected disproportionately.
- The format can lead to confusion of responsibilities and duplication of effort on the part of Councillors (everybody on a Council represents everybody in the municipality).
- Large numbers of candidates on the ballot can be confusing for voters.

# Ward Electoral System – Advantages and Disadvantages

## Advantages

- Councillors are more likely to be truly local representatives, easily accessible to residents and aware of local issues.
- Significant communities of interest are more likely to be represented.
- It is less likely that one particular point of view or sectional interest will dominate Council.
- May streamline communications regarding citizen enquiries.
- Simplifies the election process for electors.

## Disadvantages

- Councillors may be elected on minor or parochial issues and lack a perspective of what is to the benefit of the Town as a whole.
- Ward boundaries may divide communities of interest which may be difficult to define.
- Voters may have a restricted choice of candidates in elections for individual wards.
- There is a greater likelihood of acclamations.
- There may be problems if a Councillor is not performing effectively or is clashing with some electors, as electors for that ward have no alternative Councillors to approach.
- Ward boundaries may be susceptible to frequent change caused by demographic shifts.
- Population changes can lead to unequal workloads for Councillors until ward boundaries are reviewed.
- If a Councillor resigns or dies mid-term, it may be necessary to hold a by-election to select a replacement.
- May discourage new candidates if an incumbent is generally popular or if an incumbent who is popular with a dominant community of interest is running.

## Other Considerations

### First Past the Post Elections

First Past the Post very simply means that the candidate with the most votes for an office wins a seat. The Town of Amherstburg has been conducting its municipal elections in this manner since its creation. There are no additional concerns in maintaining this type of election with the addition of a ward system.

## Ranked Ballot Elections

Ontario Regulation 310/16, Ranked Ballot Elections, was approved on September 16, 2016. The Regulation consolidated the two proposed Regulations that were under review and establishes standards and procedures for ranked ballot elections.

Ranked balloting is not a completely new concept to Ontario as some political parties use ranked ballots to select their party leader. Ranked balloting has also been used in a limited number of American jurisdictions and is sometimes used in Europe and the United Kingdom. However, no Canadian jurisdiction used ranked ballot voting for its municipal elections until its introduction by Regulation in 2016 and it has not been used in any provincial or federal elections in Canada. A ranked ballot election represents a significant change for candidates, election administrators and the electorate.

Prior to passing a municipal by-law to authorize a ranked ballot election, the Regulation prescribes certain matters that must be considered by Council. These matters include the cost of the election, the availability of technology and impacts on election administration and certain information that must be made available to the public including how a ranked ballot election would be conducted, estimated cost of the election, and the voting equipment and alternative voting methods being considered. In addition, there must be at least one (1) Open House and one (1) Public Meeting to consider the prescribed information and the proposed By-law to authorize the use of ranked balloting.

Ranked ballot voting is optional for municipalities to elect the Mayor, Deputy Mayor and Councillors only. Electors would still use the current First Past the Post (FPTP) voting method for School Board Trustees. The main reason that ranked balloting is not an option for School Board Trustees is that School Board Districts typically cross municipal boundaries, and in some cases may include only portions of adjacent municipalities. If ranked balloting is chosen in Amherstburg, the Town would essentially run two types of elections on Voting Day, ranked balloting for the Mayor, Deputy Mayor and Councillors and FPTP for the School Board Trustees.

Single-member ranked ballot elections use a system called Ranked Choice Voting where the winning candidate must receive 50% of the total votes plus one (a simple majority threshold). Electors rank the candidates in order of preference – first choice, second choice, third choice, etc. – instead of voting for just one candidate. First choice votes would be counted for all of the candidates. If a candidate receives at least 50% plus one votes, he or she is elected. If no candidate receives the required majority of the votes, the candidate with the lowest number of votes is eliminated and the ballots are recounted according to the next choice marked on each of the eliminated candidate's ballots. This process continues until one candidate has enough votes to be declared a winner, until all available seats are filled for each office.

In reviewing the results for the 2018 municipal election, had that election been a ranked ballot election, and assuming that everyone voted the same way respecting their first choice, only the office of Mayor would have been decided based on first count votes. The elected candidate for Mayor received 63% of the votes. All other offices would have

involved multiple rounds of ballot counting as the winning candidates only received between 31% - 48% of the vote.

As this is an option that will come forward for Council's deliberation again for the 2022 election, its impact on a ward system should be considered. If a ward system is approved by Council and a ranked ballot election is also a consideration for 2022, it will add considerable complexity to the election. Due to the uncertainty of the number of candidates per ward and the capability of the technology to process multiple rounds of balloting, the time to undertake this process is unknown. It would also have considerable impact on the amount of staff and volunteers required to complete this very important task.

## Current Electoral System used in Amherstburg

The Town of Amherstburg's current electoral system is an At-Large system consisting of 7 Council members, as follows:

- 1 Mayor
- 1 Deputy Mayor
- 5 Councillors

In 2018, the Amherstburg Election was conducted by traditional poll with the use of optical scanning vote tabulators. All electors of the municipality had an opportunity to vote for all the members of the municipal council. There were 17,324 eligible voters in 2018 and 7,405 were ballots cast. Voter turnout was 42.74%.

## Criteria for Determining Ward Boundaries

The Ontario Municipal Act does not set the criteria for determining ward boundaries. Therefore, it is necessary to look elsewhere for guidance and direction on this matter.

A review of academic literature on electoral systems indicate that when a council or an assembly is considering ward or riding boundaries, the following criteria is taken into consideration:

- a) community or diversity of interests;
- b) means of communication and accessibility;
- c) topographical features;
- d) population or electoral trends;
- e) recognition of settlement patterns and community groupings;
- f) special geographic considerations, including in particular sparsity, density or relative growth or loss of population;
- g) as far as is practicable, wards should be compact and contiguous. Unnecessary irregularities should be avoided;
- h) as far as is practicable, there should be equal representation for equal population. That is to say, wards with the same number of council members



- should have approximately the same population, similarly any two-member wards should have approximately twice the population of a single-member ward;
- i) as far as is practicable, the total population in each ward should not be greater or less than 25% of the average population per ward. (The average population is arrived at by dividing the total population of the municipality by the total number of councillors elected by wards).

## Mayor

The Municipal Act, Section 217(1)(3) indicates that the head of Council **shall** be elected by general (at-large) vote.

## Deputy Mayor

A County in Ontario is an upper-tier municipality; that is, it is “a municipality of which two or more lower-tier municipalities form part for municipal purposes” and in which municipal responsibilities are divided between an upper- and lower-tier of government.

County Councils are comprised of representatives of the member municipalities with one seat allocated to the Mayor of each lower-tier municipality; in many instances additional seats are also assigned to some or all municipalities, to be filled by a Deputy Mayor or by a County Councillor who may or may not also sit on the lower-tier council. In this arrangement, then, such Deputy Mayors normally serve for the entire municipality for the full term of office.

As the Town of Amherstburg is a lower-tier municipality for the County of Essex and the Deputy Mayor fills the additional seat on County Council, it is recommended that the office of Deputy Mayor also be elected by general (at-large) vote.

## Councillors - 5

The current composition of Council, as indicated above, is 1 Mayor, 1 Deputy Mayor and 5 Councillors. The only limitations to the composition of Council, as per the Municipal Act are that there shall be a minimum of five members, one of whom shall be the head of council. The head of Council shall be elected by general (at-large) vote and all others shall be elected by general vote or wards or by any combination of the two.

# Ward Representation by Population

Considering legislative requirements and the above criteria, the following ward map is presented for consideration:

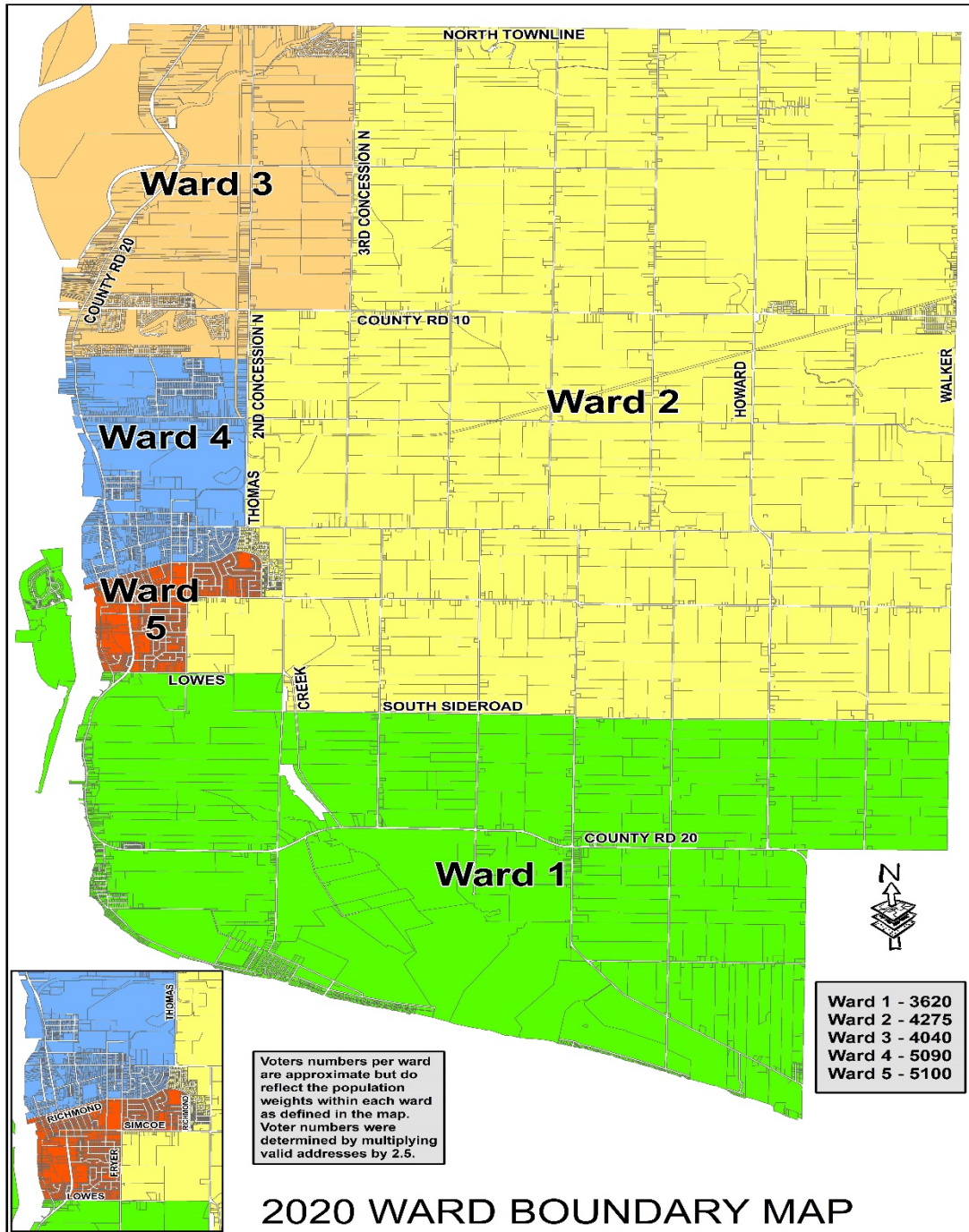


Figure 1 - Ward Map

As per the proposed Ward Map (Figure 1 - page 11), voter numbers are approximate based on 2018 election results, current population and anticipated growth. Voters were approximated by multiplying the number of valid addresses in each ward by 2.5. Based on the criteria listed above, each ward should not exceed 5531 voters nor be less than 3318 voters. The 5 wards presented for Council's consideration, meet this criteria and as far as is practical, the other criteria listed above.

## Conclusion

### What Does Keeping the At-large System Mean?

Amherstburg Town Council is currently made up of the Mayor, Deputy Mayor and 5 Councillors. Voters choose all offices from the list of candidates on one ballot. Voters are given a ballot based on their school support (English-separate, English-public, French-separate, French-public, non-support). Each ballot contains candidates for Mayor, Deputy Mayor, Councillor and School Board Trustee.

### What Does Changing to a Ward System Mean?

Amherstburg Town Council would be made up of the Mayor, Deputy Mayor and 5 Councillors. Voters in each ward continue to choose the Mayor and Deputy Mayor At-Large and only one (1) Councillor to represent their ward. (The town is divided into 5 wards, or voting neighbourhoods, as outlined in the ward map.)

If wards are considered for the 2022 Election, as per legislation the election of the Mayor shall remain at-large. Based on full county representation of the Deputy Mayor's position, it is recommended that election of the Deputy Mayor remain at-large and the election of 5 Councillors be selected from the wards proposed in the ward map (Figure 1 – page 11).

In accepting this recommendation, Council would adopt a new mixed system which incorporates at-large elections for Mayor/Deputy and School Board Trustee and ward election for 5 Councillors

### What Would Stay the Same with either System?

The Mayor and Deputy Mayor are elected at-large. School Boards are elected at-large. All Councillors will vote on all matters put before Council. Municipal elections are held every four (4) years.

## How Much Time Do We Have?

Legislation states:

### **“Coming into force of by-law**

(8) A by-law of a municipality described in this section comes into force on the day the new council of the municipality is organized following,

(a) the first regular election after the by-law is passed if the by-law is passed before January 1 in the year of the regular election and,

(i) no notices of appeal are filed,

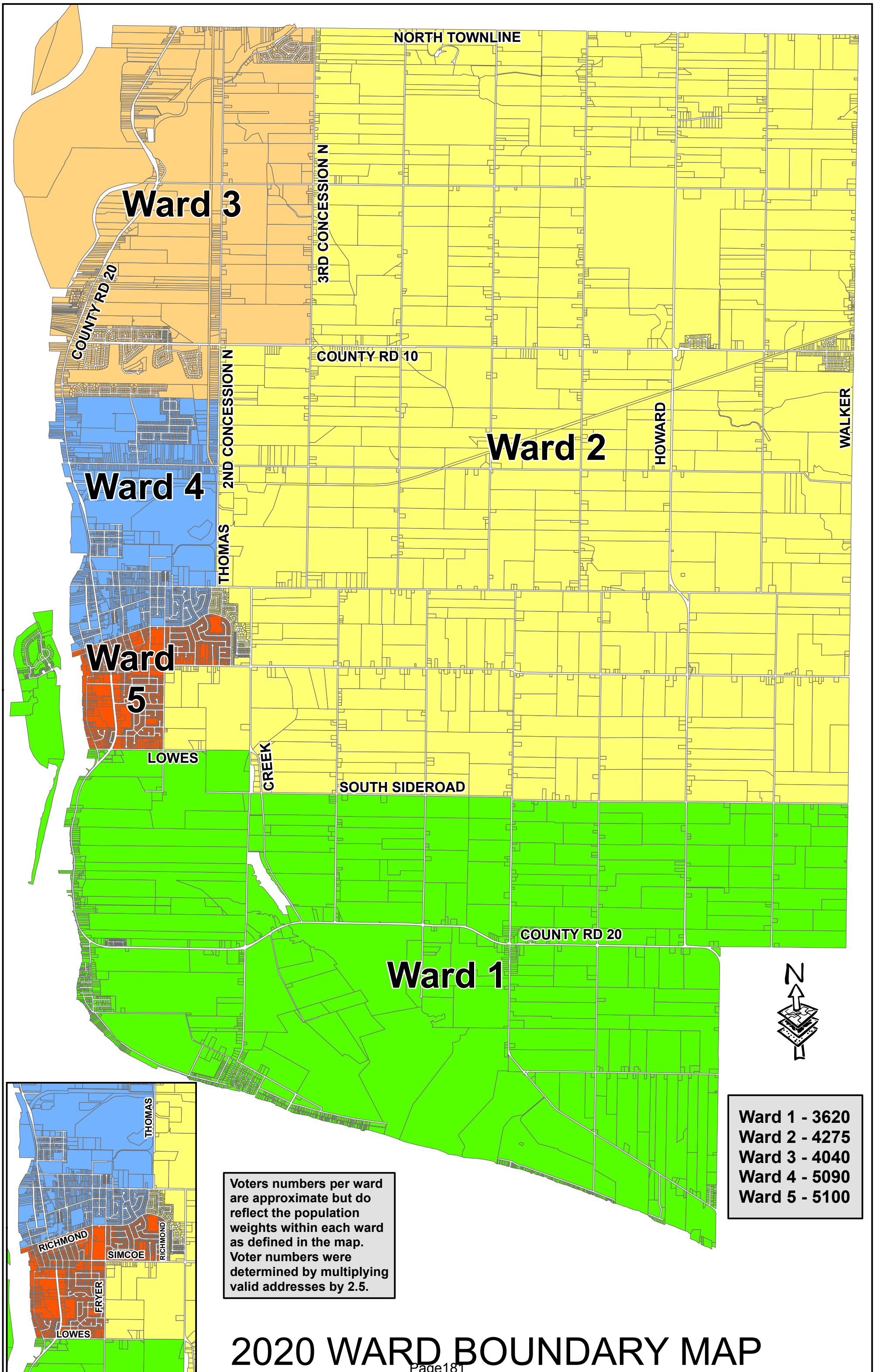
(ii) notices of appeal are filed and are all withdrawn before January 1 in the year of the election, or

(iii) notices of appeal are filed and the Tribunal issues an order to affirm or amend the by-law before January 1 in the year of the election; or

(b) the second regular election after the by-law is passed, in all other cases except where the by-law is repealed by the Tribunal. 2001, c. 25, s. 222 (8); 2006, c. 32, Sched. A, s. 96 (2); 2017, c. 23, Sched. 5, s. 49 (5).”

Also, as quoted from legislation on pages 2-4, once Council considers a by-law on this matter, there is a 15 day timeline for notice of passing the by-law to be added to the local paper, website or other means of notifying the community and a 45 day appeal period, at which time, residents can appeal the by-law. If there are no appeals received by the Clerk then the by-law comes into full force and effect. If appeals are received, said appeals will be heard by the Tribunal and the Tribunal will render a final decision on the matter. Unfortunately, there is no way of knowing when appeals will be heard by the Tribunal. So this timeline, cannot be provided nor approximated.

If Council passes a by-law to change to a mixed system before January 1, 2022 and there are no outstanding appeals or Tribunal decisions by January 1, 2022, the Town can move forward with a new election system for its October 2022 Election.



**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2020-037**

**A By-law to Establish Ward Boundaries for the Town of Amherstburg**

**WHEREAS** the Municipal Act, section 222 as amended, authorizes a municipality to divide or redivide the municipality into wards or to dissolve the existing wards;

**AND WHEREAS** the Council of the Corporation of the Town of Amherstburg resolved that the Clerk re-evaluate the Town's election system and bring back options for Councils consideration;

**AND WHEREAS** Council deems it appropriate to change the current election system from an At-large system to a mixed system consisting of At-large election for Mayor, Deputy Mayor and School Board Trustee and 5 Ward Councillors;

**AND WHEREAS** Council deems it appropriate to divide the Town of Amherstburg into 5 wards;

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

1. The wards indicated in the attached Ward Boundary Map, attached as Schedule A to this by-law are hereby the wards for the Town of Amherstburg.
2. This by-law shall come into force on the day the new Council of the Town is organized following:
  - (a) the first regular election after this by-law is passed and:
    - (i) no notices of appeal are filed;
    - (ii) notices of appeal are filed and are all withdrawn before January 1 in the year of the election;
    - (iii) or notices of appeal are filed and the Tribunal issues an order to affirm or amend the by-law before January 1 in the year of the election; or,
  - (b) the second regular election after the by-law is passed, in all other cases except where the by-law is repealed by the Board.
3. The regular election held immediately before the coming into force of this by-law shall be conducted as if this by—law were already in force.

Read a first and second time this 22<sup>th</sup> day of June, 2020.

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MAYOR – ALDO DICARLO

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CLERK – PAULA PARKER

Read a third time and finally passed this 13<sup>th</sup> day of July, 2020.

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MAYOR – ALDO DICARLO

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CLERK – PAULA PARKER



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

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

To: Mayor and Members of Town Council

Subject: Traffic Study – 4 Way Stop – Pickering and Cherrylawn

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Manager of Roads and Fleet dated May 25, 2020, regarding the Traffic Study for a 4-Way Stop at Pickering Drive and Cherrylawn Crescent BE RECEIVED for information.

2. BACKGROUND:

On December 9, 2019, Council directed Administration to investigate the feasibility of a 4-way stop at Pickering Drive and Cherrylawn Crescent, at the intersection closest to Sandwich Street South.

3. DISCUSSION:

On January 6, 2020, Administration retained the services of Hrycay Consulting Engineers Inc. to complete an All-Way Stop Study for the intersection of Cherrylawn Crescent (West) and Pickering Drive. The study area included Hawthorne Crescent, the south leg of the intersection under review.

The Traffic Data Collection was completed on the following dates:

- Wednesday, February 19, 2020
• Thursday, February 20, 2020
• Tuesday, February 25, 2020
• Wednesday, February 26, 2020



The Traffic Data was collected prior to the traffic reduction due to the COVID-19 pandemic.

Based on the study, the data collected did not meet the warrants provided in the Ontario Traffic Manual. Therefore, the all-way stop control is not recommended for this intersection as per the report prepared by Hrycay Consulting Engineers Inc.

Administration also confirmed that there have been no traffic accidents at this intersection in 2019 and 2020 to date.

**4. RISK ANALYSIS:**

The study prepared by Hrycay Consulting Engineers Inc. does not recommend an All-Way Stop control to be installed at the westerly intersection of Pickering Drive and Cherrylawn/Hawthorne Crescent.

**5. FINANCIAL MATTERS:**

There are no financial implications or budgetary impacts from the recommendation of this report. The cost of the traffic study is reflected in the PW budget centre in the professional fees account.

**6. CONSULTATIONS:**

Hrycay Consulting Engineers Inc. was retained to complete an All Way Stop review and report.

**7. CONCLUSION:**

Administration is not recommending an all way stop to be installed at the westerly intersection of Pickering and Cherrylawn/Hawthorne Crescent.



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Eric Chamberlain  
**Manager of Roads and Fleet**

## Report Approval Details

Document Title:	Traffic Study - 4-Way Stop - Cherrylawn-Pickering.docx
Attachments:	- 440_Memo_Cherrylawn and Pickering AWS Study.pdf
Final Approval Date:	Jun 2, 2020

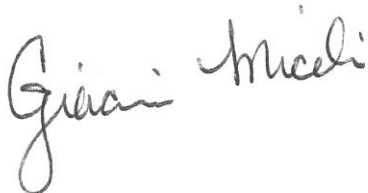
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Cheryl Horrobin



John Miceli



Paula Parker

## Memorandum

**To:** Eric Chamberlain, Manager of Engineering and Operations, Town of Amherstburg  
**From:** Justine Arbour, P.Eng  
**Date:** April 2, 2020  
**Re:** M440 – Cherrylawn Crescent (West) and Pickering Drive All-Way Stop Study

### 1.0 Introduction

The Town of Amherstburg (Town) retained Hrycay Consulting Engineers Inc. (HCEI) to evaluate the intersection of Cherrylawn Crescent (West) and Pickering Drive as it relates to the installation of all-way stop intersection controls. The study location is shown in Figure 1, below.



**Figure 1: Study Location**

It is noted that Cherrylawn Crescent intersects with Pickering Drive at two locations. Additionally, the south leg at each intersection is named Hawthorn Crescent. This study was conducted exclusively on the west intersection of Cherrylawn Crescent and Pickering Drive. Throughout this memo, any references to Cherrylawn Crescent implies the west intersection of Pickering Drive and Cherrylawn Crescent/Hawthorn Crescent only. For the sake of simplicity, reference to

Cherrylawn Crescent includes the south leg of the intersection that is otherwise known as Hawthorn Crescent.

Pickering Drive and Cherrylawn Crescent are classified as local residential roads. Both have paved asphalt lanes and concrete semi-mountable curb and gutter. A sidewalk exists in the north boulevard on Pickering Drive. There are no sidewalks on Cherrylawn Crescent.

Currently, Pickering Drive is a through roadway with no intersection controls. Cherrylawn Crescent is controlled by stop signs. Stop bars are present for both the north and south leg of the intersection.

## **2.0 All-Way Stop Warrants**

The Ontario Traffic Manual (OTM) Book 5: Regulatory Signs provides a warrant process for determining whether a specific intersection is a suitable candidate for all-way stop control. The OTM provides a standardized approach to road signage, markings, and delineators and is a widely-accepted manual for use by road engineering professionals. Additionally, the OTM is accepted by the courts as a best practice. Failure to follow the criteria contained in the OTM places municipalities at significant risk.

Because all-way stop controls disrupt the flow of traffic and introduce delays to all drivers within the intersection, they should only be considered at the intersection of two relatively equal roadways having similar traffic volume demand and operating characteristics. The approaches should be directly opposing (i.e., not offset), preferably approach at right angles (i.e., no skewed approaches), and have an equal number of lanes.<sup>1</sup>

The OTM advises that all-way stop controls should be considered only under the following situations:

- As an interim measure, where traffic control signals are warranted but cannot be implemented immediately;
- At locations having a high collision frequency where less restrictive measures have been tried and found inadequate; or
- As a means of providing a transition period to accustom drivers to a change in intersection right-of-way control from one direction to another.<sup>2</sup>

In order for an intersection to satisfy a collision warrant, an intersection must experience a high accident frequency of an average of four collisions per year over a three-year period. Only collisions susceptible to relief through all-way stop control must be considered (i.e., right angle and turning type collisions).<sup>3</sup>

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<sup>1</sup> Ontario Traffic Manual Book 5: Regulatory Signs, March 2000, pg. 19

<sup>2</sup> Ontario Traffic Manual Book 5: Regulatory Signs, March 2000, pg. 19

<sup>3</sup> Ontario Traffic Manual Book 5: Regulatory Signs, March 2000, pg. 20

To determine the balance of traffic volume and operating characteristics, minimum volume warrants are applied. There are two volume warrant scenarios: a minimum volume warrant for arterial and major roads; and a minimum volume warrant for minor roads. The OTM defines an arterial road as “a major road, used primarily for through traffic rather than for access to adjacent land, that is characterized by high vehicular capacity and continuity of movement. Intersections are spaced relatively far apart and are frequently signalized.”<sup>4</sup>

#### All-Way Stop Minimum Volume Warrant (Arterial and Major Roads)

All-way stop control may be considered on **major roads** where the following conditions are met:

- The total vehicle volume on all intersection approaches exceeds 500 vehicles per hour for each of any eight hours of the day;
- The combined vehicular and pedestrian volume on the minor street exceeds 200 units per hour (all vehicles plus pedestrians wishing to enter the intersection) for each of the same eight hours, with an average delay to traffic on the minor street (either vehicles or pedestrians wishing to enter the intersection) of greater than 30 seconds; and
- The volume split does not exceed 70/30. Volume on the major street is defined as vehicles only. Volume on the minor street includes all vehicles plus any pedestrians wishing to cross the major roadway.<sup>5</sup>

#### All-Way Stop Minimum Volume Warrant (Minor Roads)

All-way stop control may be considered on **minor roads** where the following conditions are met:

- The total vehicle volume on all intersection approaches exceeds 350 vehicles per hour for the highest hour recorded; and
- The volume split does not exceed 75/25 for three-way control or 65/35 for four-way control. Volume is defined as vehicles only.<sup>6</sup>

Lastly, the OTM provides guidance on when all-way stop controls should not be used, such as:

- Where protection of pedestrians, school children in particular, is a prime concern. This concern can usually be addressed by other means;
- As a speed control device;
- On roads where progressive signal timing exists;
- On roads within urban areas having a posted speed limit in excess of 60 km/h;
- At intersections that are not roundabouts having less than three, or more than four, approaches;
- At intersections that are offset, poorly defined, or geometrically substandard;
- On truck or bus routes, except in an industrial area or where two such routes cross;
- On multi-lane approaches where a parked or stopped vehicle on the right will obscure the STOP sign;

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<sup>4</sup> Ontario Traffic Manual Book 5: Regulatory Signs, March 2000, pg. 167

<sup>5</sup> Ontario Traffic Manual Book 5: Regulatory Signs, March 2000, pg. 19-20

<sup>6</sup> Ontario Traffic Manual Book 5: Regulatory Signs, March 2000, pg. 20

- Where traffic would be required to stop on grades;
- As a means of deterring the movement of through traffic in a residential area;
- Where visibility of the sign is hampered by curves or grades, and insufficient safe stopping distance exists; or
- Where any other traffic device controlling right-of-way is permanently in place within 250 m, with the exception of a YIELD sign.<sup>7</sup>

### 3.0 Study Methodology

The study was completed through three stages: data collection, data analysis through application of warrants, and synthesis of the results.

To collect traffic data, the study team installed a Miovision Scout unit at the intersection. Scout units are stand-alone video collection units that continuously record activity within its field of view. Scout units are capable of continuously recording over a period of 72 hours on a single charge.

When conducting traffic data collection, best practices are to select days that are representative of typical travel patterns. Data collection is not recommended during statutory holidays, holiday breaks (e.g. March break), Mondays, Fridays, or days preceding or following a holiday.

With these best practices in mind, the Scout unit recorded the intersection for a continuous 24-hour period on the following dates:

- Wednesday, February 19, 2020
- Thursday, February 20, 2020
- Tuesday, February 25, 2020
- Wednesday, February 26, 2020

The intersection data was applied to the appropriate all-way stop volume warrant process for each day to ensure that realistic volumes were represented in the study.

Given the characteristics of Pickering Drive and Cherrylawn Crescent, the volume warrant most applicable to the intersection is the All-Way Stop Minimum Volume Warrant for Minor Roads. It should be noted that the requirements for an all-way stop on minor roads is less restrictive than for major roads; therefore, if the warrant is not satisfied in this instance, there is no need to consider the warrant requirements for major roadways.

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<sup>7</sup> Ontario Traffic Manual Book 5: Regulatory Signs, March 2000, pg. 20-21

## 4.0 Intersection Data

### 4.1 Intersection Characteristics

Table 1 summarizes the intersection characteristics that affect the suitability of installing all-way stop controls.

**Table 1: Intersection Characteristics**

Conditions Where AWS Control is Not Recommended	Comments
Progressive signal timing is present on studied road(s).	Not applicable. The Pickering / Sandwich intersection is not interconnected.
Roads within urban areas having a posted speed limit in excess of 60 km/h	Not applicable. Posted speed limit is 50 km/h
Intersections that are not roundabouts having less than three, or more than four, approaches	Not applicable. Four approaches present.
Intersections that are offset, poorly defined, or geometrically substandard.	Not applicable. Intersection is ninety degrees, well-defined, and has no observable deficiencies.
A truck or bus routes, except in an industrial area or where two such routes cross.	Not applicable. Not a truck or bus route.
Multi-lane approaches where a parked or stopped vehicle on the right will obscure the STOP sign.	Not applicable. Each approach is single-lane.
Traffic would be required to stop on grades.	Not applicable. Grades are flat and level.
Where visibility of the sign is hampered by curves or grades, and insufficient safe stopping distance exists.	Not applicable. Roadways are on tangent with adequate safe stopping distances.
Where any other traffic device controlling right-of-way is permanently in place within 250 m, with the exception of a YIELD sign.	Not applicable. Nearest traffic control device on Pickering is the signalized intersection at Pickering Drive and Sandwich Street, 300 m west of the study location.

### 4.2 Collision Data

At this time, no collision data has been collected or analyzed as part of this study.

### 4.3 Traffic Volume Data

Traffic volumes were recorded for each approach at the intersection over continuous 24-hour periods for four (4) study days. Appendix A includes the volume data counts for each study day, as well as an average of volumes per hour per approach.

Table 2 provides a summary of the All-Way Stop Minimum Volume Warrant for Minor Roads requirements and whether the data collected on each study day satisfied these minimums.

**Table 2: All-Way Stop Minimum Volume Warrant for Minor Roads Fulfilment Summary**

Study Date	Total vehicle volume on all intersection approaches exceeds 350 vehicles per hour for the highest hour recorded	The volume split does not exceed 65/35 for four-way control.
Wednesday, February 19, 2020	Does not meet requirement.	Does not meet requirement.
Thursday, February 20, 2020	Does not meet requirement.	Does not meet requirement.
Tuesday, February 25, 2020	Does not meet requirement.	Does not meet requirement.
Wednesday, February 26, 2020	Does not meet requirement.	Does not meet requirement.

**5.0 Results and Recommendations**

Based on our current understanding, this intersection is not planned for signalization, and is not planned for a change in intersection right-of-way. We are not in receipt of collision reports related to this intersection, but it is assumed that the collision rate is low or non-existent. Based on these conditions as detailed by the OTM, this intersection would not be considered for an all-way stop control based on collision rates and/or planned infrastructure upgrades.

From the data collected, the intersection volumes do not satisfy the minimum volume requirement of 350 total vehicles per hour for the highest hour recorded for all-way stop controls for minor roads. Additionally, the volume split at the intersection exceeds the minimum split of 65/35.

In summary, all-way stop control is **not recommended** for this intersection.

We trust that this memorandum addresses your concerns for this intersection. However, if you require further elaboration on any aspect of this memorandum, kindly contact us at your convenience to discuss these matters.

Yours truly,

HRYCAY Consulting Engineers, Inc.



Justine Arbour, B.A.Sc., P.Eng



**Appendix A**  
**Traffic Volume Data**

### Traffic Volume Data

<b>Project:</b>	Pickering Drive at Cherrylawn Crescent AWS Study
<b>Project Number:</b>	M440
<b>Location:</b>	Town of Amherstburg
<b>Date(s):</b>	Average Daily Volumes

Time Interval	Vehicle Approach				Total
	NB Cherrylawn Crescent	SB Cherrylawn Crescent	EB Pickering Drive	WB Pickering Drive	
12:00 AM - 1:00 AM	1	0	6	4	10
1:00 AM - 2:00 AM	1	0	2	3	5
2:00 AM - 3:00 AM	1	0	1	1	2
3:00 AM - 4:00 AM	0	0	1	2	3
4:00 AM - 5:00 AM	1	1	1	6	8
5:00 AM - 6:00 AM	3	5	9	14	29
6:00 AM - 7:00 AM	8	4	24	19	54
7:00 AM - 8:00 AM	10	16	31	35	91
8:00 AM - 9:00 AM	8	28	59	63	157
9:00 AM - 10:00 AM	6	12	48	72	138
10:00 AM - 11:00 AM	9	6	60	57	131
11:00 AM - 12:00 PM	10	4	67	57	137
12:00 PM - 1:00 PM	6	6	70	55	136
1:00 PM - 2:00 PM	7	3	68	54	131
2:00 PM - 3:00 PM	8	5	75	61	149
3:00 PM - 4:00 PM	9	22	88	76	193
4:00 PM - 5:00 PM	6	29	109	87	230
5:00 PM - 6:00 PM	8	16	91	66	180
6:00 PM - 7:00 PM	7	4	76	53	139
7:00 PM - 8:00 PM	5	4	56	34	97
8:00 PM - 9:00 PM	3	2	39	22	65
9:00 PM - 10:00 PM	4	1	27	18	48
10:00 PM - 11:00 PM	2	2	15	8	25
11:00 PM - 12:00 AM	1	1	8	7	15
					Σ = 2,173

#### Approach Volume Splits

	Total 24-hour volume	Volume Split
Cherrylawn Crescent	295	13%
Pickering Drive	1,905	87%
Total	2,200	

### Traffic Volume Data

<b>Project:</b>	Pickering Drive at Cherrylawn Crescent AWS Study
<b>Project Number:</b>	M440
<b>Location:</b>	Town of Amherstburg
<b>Date(s):</b>	Wednesday, February 19, 2020

Time Interval	Vehicle Approach				Total
	NB Cherrylawn Crescent	SB Cherrylawn Crescent	EB Pickering Drive	WB Pickering Drive	
12:00 AM - 1:00 AM	0	0	5	3	8
1:00 AM - 2:00 AM	1	0	0	1	2
2:00 AM - 3:00 AM	0	0	0	0	0
3:00 AM - 4:00 AM	0	0	1	3	4
4:00 AM - 5:00 AM	1	0	1	6	8
5:00 AM - 6:00 AM	2	4	6	12	24
6:00 AM - 7:00 AM	8	3	27	19	57
7:00 AM - 8:00 AM	9	15	29	33	86
8:00 AM - 9:00 AM	5	25	59	56	145
9:00 AM - 10:00 AM	6	14	50	75	145
10:00 AM - 11:00 AM	10	7	58	65	140
11:00 AM - 12:00 PM	9	3	68	54	134
12:00 PM - 1:00 PM	6	6	77	49	138
1:00 PM - 2:00 PM	9	2	77	54	142
2:00 PM - 3:00 PM	6	4	72	72	154
3:00 PM - 4:00 PM	6	23	100	91	220
4:00 PM - 5:00 PM	8	27	107	86	228
5:00 PM - 6:00 PM	9	15	75	70	169
6:00 PM - 7:00 PM	8	3	72	52	135
7:00 PM - 8:00 PM	7	3	58	32	100
8:00 PM - 9:00 PM	5	2	41	18	66
9:00 PM - 10:00 PM	3	0	31	21	55
10:00 PM - 11:00 PM	2	0	13	3	18
11:00 PM - 12:00 AM	0	0	6	5	11
					Σ = 2,189

#### Approach Volume Splits

	Total 24-hour volume	Volume Split
Cherrylawn Crescent	276	13%
Pickering Drive	1,913	87%
Total	2,189	

### Traffic Volume Data

<b>Project:</b>	Pickering Drive at Cherrylawn Crescent AWS Study
<b>Project Number:</b>	M440
<b>Location:</b>	Town of Amherstburg
<b>Date(s):</b>	Thursday, February 20, 2020

Time Interval	Vehicle Approach				Total
	NB Cherrylawn Crescent	SB Cherrylawn Crescent	EB Pickering Drive	WB Pickering Drive	
12:00 AM - 1:00 AM	2	0	5	5	12
1:00 AM - 2:00 AM	0	0	2	4	6
2:00 AM - 3:00 AM	3	0	2	1	6
3:00 AM - 4:00 AM	0	0	1	2	3
4:00 AM - 5:00 AM	1	1	0	2	4
5:00 AM - 6:00 AM	3	3	10	17	33
6:00 AM - 7:00 AM	8	5	20	18	51
7:00 AM - 8:00 AM	9	18	37	37	101
8:00 AM - 9:00 AM	12	24	60	75	171
9:00 AM - 10:00 AM	4	12	50	73	139
10:00 AM - 11:00 AM	12	2	72	56	142
11:00 AM - 12:00 PM	11	6	68	57	142
12:00 PM - 1:00 PM	5	8	75	51	139
1:00 PM - 2:00 PM	9	4	61	59	133
2:00 PM - 3:00 PM	8	7	78	61	154
3:00 PM - 4:00 PM	10	22	97	73	202
4:00 PM - 5:00 PM	5	32	116	96	249
5:00 PM - 6:00 PM	13	12	116	80	221
6:00 PM - 7:00 PM	7	4	78	56	145
7:00 PM - 8:00 PM	2	1	67	33	103
8:00 PM - 9:00 PM	1	3	45	23	72
9:00 PM - 10:00 PM	4	0	30	15	49
10:00 PM - 11:00 PM	3	4	17	7	31
11:00 PM - 12:00 AM	0	1	11	10	22
					Σ = 2,330

#### Approach Volume Splits

	Total 24-hour volume	Volume Split
Cherrylawn Crescent	301	13%
Pickering Drive	2,029	87%
Total	2,330	

### Traffic Volume Data

<b>Project:</b>	Pickering Drive at Cherrylawn Crescent AWS Study
<b>Project Number:</b>	M440
<b>Location:</b>	Town of Amherstburg
<b>Date(s):</b>	Tuesday, February 25, 2020

Time Interval	Vehicle Approach				Total
	NB Cherrylawn Crescent	SB Cherrylawn Crescent	EB Pickering Drive	WB Pickering Drive	
12:00 AM - 1:00 AM	1	0	4	1	6
1:00 AM - 2:00 AM	1	0	2	3	6
2:00 AM - 3:00 AM	0	0	0	0	0
3:00 AM - 4:00 AM	0	0	0	1	1
4:00 AM - 5:00 AM	0	0	0	5	5
5:00 AM - 6:00 AM	3	4	8	12	27
6:00 AM - 7:00 AM	8	4	25	19	56
7:00 AM - 8:00 AM	7	14	33	38	92
8:00 AM - 9:00 AM	9	32	59	71	171
9:00 AM - 10:00 AM	10	11	56	68	145
10:00 AM - 11:00 AM	8	9	58	51	126
11:00 AM - 12:00 PM	11	3	63	52	129
12:00 PM - 1:00 PM	5	3	73	65	146
1:00 PM - 2:00 PM	5	1	65	57	128
2:00 PM - 3:00 PM	8	6	80	58	152
3:00 PM - 4:00 PM	10	19	83	76	188
4:00 PM - 5:00 PM	7	33	121	92	253
5:00 PM - 6:00 PM	5	19	101	63	188
6:00 PM - 7:00 PM	6	1	93	66	166
7:00 PM - 8:00 PM	3	5	50	44	102
8:00 PM - 9:00 PM	1	1	33	31	66
9:00 PM - 10:00 PM	5	0	29	21	55
10:00 PM - 11:00 PM	1	1	15	8	25
11:00 PM - 12:00 AM	0	0	6	6	12
				$\Sigma =$	2,245

#### Approach Volume Splits

	Total 24-hour volume	Volume Split
Cherrylawn Crescent	280	12%
Pickering Drive	1,965	88%
<b>Total</b>	<b>2,245</b>	

### Traffic Volume Data

<b>Project:</b>	Pickering Drive at Cherrylawn Crescent AWS Study
<b>Project Number:</b>	M440
<b>Location:</b>	Town of Amherstburg
<b>Date(s):</b>	Wednesday, February 26, 2020

Time Interval	Vehicle Approach				Total
	NB Cherrylawn Crescent	SB Cherrylawn Crescent	EB Pickering Drive	WB Pickering Drive	
12:00 AM - 1:00 AM	0	0	7	4	11
1:00 AM - 2:00 AM	0	0	2	1	3
2:00 AM - 3:00 AM	0	0	1	0	1
3:00 AM - 4:00 AM	0	0	1	1	2
4:00 AM - 5:00 AM	0	0	2	10	12
5:00 AM - 6:00 AM	3	6	11	12	32
6:00 AM - 7:00 AM	8	2	23	17	50
7:00 AM - 8:00 AM	13	15	24	30	82
8:00 AM - 9:00 AM	6	28	58	49	141
9:00 AM - 10:00 AM	4	10	36	72	122
10:00 AM - 11:00 AM	6	6	49	55	116
11:00 AM - 12:00 PM	8	3	69	63	143
12:00 PM - 1:00 PM	5	5	55	55	120
1:00 PM - 2:00 PM	2	4	67	46	119
2:00 PM - 3:00 PM	10	1	69	53	133
3:00 PM - 4:00 PM	7	21	71	61	160
4:00 PM - 5:00 PM	3	24	89	74	190
5:00 PM - 6:00 PM	5	17	70	50	142
6:00 PM - 7:00 PM	6	6	60	38	110
7:00 PM - 8:00 PM	6	4	46	26	82
8:00 PM - 9:00 PM	2	1	36	16	55
9:00 PM - 10:00 PM	2	1	17	12	32
10:00 PM - 11:00 PM	1	1	12	11	25
11:00 PM - 12:00 AM	1	0	7	5	13
					Σ = 1,896

#### Approach Volume Splits

	Total 24-hour volume	Volume Split
Cherrylawn Crescent	253	13%
Pickering Drive	1,643	87%
Total	1,896	



## 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: B. Montone	Report Date: June 8, 2020
Author's Phone: 519 736-6500 ext. 2241	Date to Council: June 22, 2020
Author's E-mail: bmontone@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: Monthly Fire Department Activity Report – May 2020

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#### 1. RECOMMENDATION:

It is recommended that:

1. The report from the Fire Chief dated June 8, 2020 regarding the Monthly Fire Department Activity Report – May 2020 **BE RECEIVED for information.**

#### 2. BACKGROUND:

On April 11, 2016, Council adopted the following:

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

#### 3. DISCUSSION:

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

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

By-Law # 2017 – 67. The attached, represents activities and program information for the month of May 2020.

4. **RISK ANALYSIS:**

N/A

5. **FINANCIAL MATTERS:**

N/A

6. **CONSULTATIONS:**

N/A

7. **CONCLUSION:**

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



\_\_\_\_\_  
Bruce Montone  
Fire Chief

<b>DEPARTMENTS/OTHERS CONSULTED:</b> Name: Phone #: 519                      ext.
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<b>NOTIFICATION :</b>				
Name	Address	Email Address	Telephone	FAX



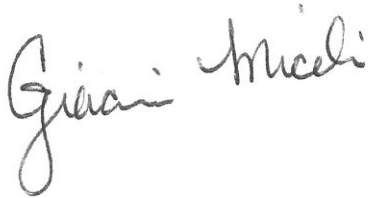
## Report Approval Details

Document Title:	Monthly Fire Department Activity Report - May 2020.docx
Attachments:	- Monthly Dashboard Report May 20.pdf
Final Approval Date:	Jun 15, 2020

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



Cheryl Horrobin



John Miceli



Paula Parker



## FIRE SERVICES DASHBOARD

1 - SERVICE LEVEL DELIVERY		2019	YTD 2020	May-19	May-20
<b>INCIDENTS</b>		<b>331</b>	<b>123</b>	<b>16</b>	<b>26</b>
Inident Types	OFM codes				
Fire	01 - 29	60	32	2	11
False Fire Alarms	31 - 39	101	32	6	11
Public Hazard	41 - 59	49	9	1	0
Rescues	601 - 69	70	25	5	2
Medical	701 - 899	41	18	1	1
Others	91 - 99	10	7	1	1

Number of calls by station		2019	YTD 2020	May-19	May-20
Station # 1		102	41	6	6
Station # 2		107	36	6	9
Station # 3		40	13	0	2
Duty Officer		81	33	4	9

3 - AVERAGE RESPONSE Targets		2019	YTD 2020	May-20 AVG	May-20
Alarm Processing Time	90th Percentile	0:03:48	0:03:15	0:01:44	0:02:48
Turnout Time	90th Percentile	0:07:18	0:06:47	0:02:46	0:05:42
Travel Time	90th Percentile	0:09:10	0:08:51	0:05:47	0:09:06

3 - OTHER STATISTICS		2019	YTD 2020	May-19	May-20
Total Training Session		203	41	20	10
Total Training Session (Station 1)		47	13	5	3
Total Training Session (Station 2)		45	13	5	3
Total Training Session (Station 3)		45	12	4	2
Total Training Session (Extra)		66	3	6	2
Total Routine Station Maintenance & Inspection		147	43	12	9
Fire Prevention Inspections		64	9	4	2
Business Licenese Inspections		18	8	2	2
Fire Prevention Program Activities (i.e. Lockbox, Special Event)		146	37	12	5
Fire Safety Plan Reviews (Emergency Plans, Fire Safety Plans)		172	108	13	28
Vulnerable Occupancy Annual Inspections		30	9	2	0
Smoke and CO Alarm Install		13	12	1	5
Fire Permits Issued		442	448	90	83
Fire Permit Inspections		252	228	48	74

4 - COMMUNITY IMPACT		2019	YTD 2020	May-19	May-20
Total \$ Loss (Estimate)		526,000	804,000	0	501,000
Total \$ Saved (Estimate)		960,000	2,950,000	0	2,500,000
Residential Fire Related Injuries (Entire)		0	0	0	0
Fire Fighter		0	0	0	0
Public		0	0	0	0
Residential Fire Related Fatalities (Entire)		1	0	0	0
Fire Fighter		0	0	0	0
Public		1	0	0	0



## FIRE SERVICES

### DASHBOARD

#### **5 - CHIEF'S COMMENTS**

The Month of May saw the department involved in several planning undertakings including the development of a Business Recovery Plan and the restart of modified Departmental Training and Maintenance activities scheduled to restart in the Month of June. A flooding emergency exercise was conducted on May 27 with the CCG following a weekly regular Covid-19 EOC meeting. The exercise enabled the group to implement the Flood Planning group's recommendations and was a useful undertaking to confirm the flood response activities to date. A working fire at 365 Sandwich Street South challenged the response of Stations #1 & #3 with a very successful conclusion. AFD and the Windsor Police Arson Task Force are investigating.

31-May-20

## Second Quarter - 2020 Policing Activities Report

### Windsor Police Services - Amherstburg Detachment

	Apr-19	Apr-20	% Change	May-19	May-20	% Change	Jun-19	Jun-20	% Change	2019 YTD	2020 YTD	YTD % Change
<b>CALLS FOR SERVICE</b>												
Dispatch Generated Incidents (CAD Calls)	504	377	-25%	575	477	-17				2541	2116	-17
Self-Generated Walk-in Incidents	47	0*	N/A	54	0*	N/A				163	216	33
Reports	118	125	6%	168	138	-18				691	683	-1
Arrests	13	6	-53%	13	10	-23				61	41	-33
<b>PROVINCIAL OFFENCES</b>												
Traffic Offences	233	27*	-87	203	84	-59				860	383	-55
Part III Summons	2	0	N/A	11	8	-27				23	21	-8
Liquor Offences	0	2	N/A	0	0	0				1	4	300
Other Provincial Offences	0	0	0	0	0	0				0	0	0
<b>TOTAL</b>												
<b>COMMUNITY OUTREACH ACTIVITIES</b>												
Community Service Calls	26	0*	N/A	24	0*	0*				104	79	-24
Persons in Crisis	29	14	-52%	26	27	4				105	105	0
COAST Follow Ups	24	66	175%	29	58	100				145	253	74

\* The reduction in activity in these particular categories is directly related to the impact of COVID-19 pandemic. Officers were initially directed to not conduct any non-discretionary traffic stops.

\* Additionally, the main office of the Amherstburg Detachment was closed to walk-in traffic and Community Services was suspended and resources re-directed to front line patrol



June 17, 2020

Theresa Marentette, RN, MSc  
Chief Executive Officer, Chief Nursing Officer  
Windsor Essex County Health Unit  
1005 Ouellette Avenue  
Windsor, ON N9A 4J8  
By Fax to: 519-258-6003  
And by email to: tmarentette@wechu.org

**URGENT CALL TO ACTION**

**RE: Spread of COVID-19 in our Farm Worker Population**

Dear Ms. Marentette,

At its regular council meeting of June 15, 2020 Essex Town Council passed the following resolution for your consideration:

Moved By Councillor Verbeek  
Seconded By Councillor Bondy

**(R20-06-209) That** the Town of Essex Council requests urgent and emergency action to be taken by all levels of government in order to support all local farm workers, including migrant workers, as it relates to the COVID-19 pandemic;

**That** the Windsor-Essex County Health Unit, Ontario Ministry of Labour, Ministry of Health and Long-Term Care and the Ministry of Agriculture, Food and Rural Affairs come together immediately to stop the spread of COVID-19 in our farm worker population. The health and welfare of farm workers is vital to our community and to the opening up our local economy. Farm gate delivered mandatory testing including a plan of care for COVID positive workers as well as comprehensive tracking and tracking is required to act in a proactive not reactive manner; and



**That** the Town of Essex Council write to the Windsor-Essex County Health Unit to express our urgent call to action and request for support from all other Essex County municipalities.

**Carried**

I trust you will find this satisfactory, but should you have any questions regarding this matter please feel free to contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read "Robert W. Auger".

Robert W. Auger, L.L.B.  
Town Solicitor, Legal and Legislative Services/Clerk  
Ext. 1132  
Email: [rauger@essex.ca](mailto:rauger@essex.ca)

RWA/sab

c.c. Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen' s Park  
Toronto, ON M7A 1A1  
Email: [premier@ontario.ca](mailto:premier@ontario.ca)

Honourable Minister Christine Elliott  
Ministry of Health and Long Term Care  
5775 Yonge Street – 16<sup>th</sup> Floor  
Toronto, ON M7A 2E5  
Email: [christine.elliott@pc.ola.org](mailto:christine.elliott@pc.ola.org)

Honourable Minister Ernie Hardeman  
Ministry of Agriculture, Food and Rural Affairs  
1 Stone Road West  
Guelph, ON N1G 4Y2  
Email: [Minister.omafra@ontario.ca](mailto:Minister.omafra@ontario.ca)



Honourable Minister Monte McNaughton  
Ontario Ministry of Labour  
400 University Avenue, 14<sup>th</sup> Floor  
Toronto, ON M7A 1T7  
Email: monte.mcnaughtonco@pc.ola.org

Paula Parker, Municipal Clerk/Risk Manager  
Town of Amherstburg  
Email: pparker@amherstburg.ca

Valerie Critchley, City Clerk  
City of Windsor  
Email: clerks@citywindsor.ca

Jennifer Astrologo, Director of Corporate Services/Clerk  
Town of Kingsville  
Email: jastrologo@kingsville.ca

Agatha Robertson, Director of Council Services/Clerk  
Town of LaSalle  
Email: arobertson@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk  
Town of Lakeshore  
Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services  
Municipality of Leamington  
Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk  
Town of Tecumseh  
Email: lmoy@tecumseh.ca

Mary Birch, Director of Council and Community Services/Clerk  
County of Essex  
Email: mbirch@countyofessex.ca

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél.: 416 585-7000



234-2020-2382

June 12, 2020

Dear Heads of Council / Clerks and CAOs:

Nothing is more important than protecting the health and well-being of Ontarians. Since first learning of COVID-19, Ontario has taken decisive action to stop the spread of this deadly virus, and we thank you for your support in our efforts.

We appreciate that the current situation for municipalities is not “business as usual”, and that all municipalities have had to make adjustments to adapt to new priorities and shifting ways of doing business.

When municipalities requested our help, we listened and acted quickly to legislate [changes to the Planning Act and make the necessary regulation to suspend decision-making timelines](#). These changes balanced the need to suspend the timelines that would allow a municipality to refocus time and resources on the COVID-19 outbreak, while allowing councils to continue to make decisions on planning matters as municipal capacity evolved.

As we move forward with our gradual approach that will allow Ontario to emerge from the COVID-19 outbreak, we know that getting shovels in the ground is key to moving forward on the path to economic recovery together. Many municipalities may be well on their way to a more normalized planning review process, and we want to ensure that the land use planning system is in step with a municipality’s expanding capacity during this time. As a result, we intend to end the temporary suspension of the Planning Act timelines as of June 22<sup>nd</sup>, 2020.

We understand that the safety of your constituents must remain a priority, and that there are certain provincial restrictions in place regarding public gatherings. Therefore, we encourage you to continue to use electronic and virtual channels, as appropriate, to engage and provide the public with an opportunity to make representations on planning matters, while following the advice of Ontario’s Chief Medical Officer of Health.

.../2



It is vital for our economic recovery from this outbreak that we work together to help move the planning approvals process forward. We need to continue the important job of creating housing and keeping infrastructure projects moving while also ensuring we maintain public health. Development has always played a key role in supporting growth in our communities, and it will play an especially important role on our road to economic recovery from COVID-19.

Let me assure you that our government is working to support you, our municipal partners, and will continue to work collaboratively to keep all Ontarians safe.

Sincerely,



Steve Clark  
Minister

c. Association of Municipalities of Ontario

June 16, 2020

Hon. Doug Ford  
Premier  
Premier's Office  
Room 281  
Legislative Building, Queen's Park

Dear the Honourable Doug Ford:

Please be advised that at its June 11<sup>th</sup>, 2020 meeting, Grey County Council endorsed the following resolution for your consideration:

CW93-20      Moved by: Councillor Robinson      Seconded by: Councillor Keaveney

**Whereas now more than ever in our increasingly electronic world, Grey County families and business owners have a need for reliable and affordable broadband to conduct business and stay connected both locally and beyond; and**

**Whereas broadband is a contributing social and economic driver in supporting the vitality and growth of our communities; and**

**Whereas families require internet to enable their children to complete school assignments, take online courses, maintain a human connection, or just stream movies at home; and**

**Whereas Grey County agriculture production, medical, health care, manufacturing, retail and the service industry depend on reliable high-speed connections to support and ensure business continuity and success; and**

**Whereas connectivity has been a lifeline for those businesses and sectors with access to reliable broadband during this global pandemic; and**

**Whereas reliable broadband will continue playing an essential role in the economic and social recovery of communities across Grey**

**County post-pandemic; and**

**Whereas not all areas of Grey County are within a connectivity coverage area which continues to be increasingly challenging, and amplified by the COVID-19 pandemic; and**

**Whereas Grey County has unserved areas as well as under-served areas that receive inadequate or disproportionately low levels of service; and**

**Whereas while it is important for the Provincial Government to look at both the number of people and the number of businesses that can be serviced by broadband expansion, it is essential, as well, that the Province provide broadband service to areas that have a small number of people, yet cover a vast geographical area; and**

**Whereas the need for broadband infrastructure improvement is now;**

**Now Therefore Be It Resolved that Grey County representing our Grey County residents and business owners alike, call to action Premier Ford; Minister of Infrastructure, Minister Scott; Ministry of Agriculture, Food and Rural Affairs, Minister Ernie Hardeman and Associate Minister of Energy & MPP Walker to champion the implementation of broadband in the unserved and under-served areas of Grey County; and**

**That this resolution be forwarded to all Ontario municipalities for their endorsement.**

If you require anything further, please do not hesitate to contact me.

Yours truly,

Tara Warder  
Deputy Clerk/Legislative Coordinator  
(519) 372-0219 x 1294  
[tara.warder@grey.ca](mailto:tara.warder@grey.ca)  
[www.grey.ca](http://www.grey.ca)

cc Hon. Laurie Scott, Minister of Infrastructure  
Hon. Bill Walker, Associate Minister of Energy & Bruce – Grey - Owen Sound MPP  
Hon. Ernie Hardeman, Ministry of Agriculture, Food and Rural Affairs  
All Ontario Municipalities

June 11, 2020

Honourable Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

Honourable Christine Elliott  
Deputy Premier and Minister of Health  
Ministry of Health  
5<sup>th</sup> Floor, 777 Bay Street  
Toronto ON M7A 2J3

Honourable Merrilee Fullerton  
Minister of Long-Term Care  
6<sup>th</sup> Floor, 400 University Avenue  
Toronto ON M5G 1S5

Dear Premier Ford, Minister Elliott, and Minister Fullerton:

At its meeting of June 1, 2020, Chatham-Kent Municipal Council unanimously supported a request from Councillor Clare Latimer to submit a letter to the Premier, Minister of Health, and Minister of Long-Term Care (LTC) regarding current and long-standing issues being faced by the LTC sector and to support the government's Commission on Long-Term Care.

The COVID-19 pandemic has exacerbated the human resources crisis that LTC has faced for a number of years. It has also brought homes and the residents who place trust in the system they will be well cared for into the limelight, when all along the number one priority of all levels of government and oversight should be the health, safety, and well-being of some of our most vulnerable citizens.

The LTC and Retirement Home (RH) sectors are chronically understaffed; losing the extra hands of visitors and volunteers during the pandemic, while necessary, has created an additional burden. Homes in Ontario are experiencing increasing difficulty recruiting and retaining Personal Support Workers (PSW), Registered Practical Nurses (RPN) and Registered Nurses (RN), creating long delays in the ability to fill vacant positions. Before the pandemic, many homes were indicating they no longer have a 'pool' of PSWs ready and available to fill vacant shifts. Homes are seeing more PSWs experiencing stress-related illnesses, mental and physical exhaustion, and an increase in work-related injuries. In addition to an already limited available workforce, hospitals are now hiring PSWs to fill support roles, and many RNs or RPNs accept positions in LTC only to resign when an acute care or community health position becomes available. Additional stressors directly related to the pandemic have certainly added to the staffing crisis. The provision of pandemic pay to front-line staff has helped, and while it would be a welcomed addition to the funding envelope moving forward, wage increases alone will not solve the chronic lack of people choosing long-term care as a career.

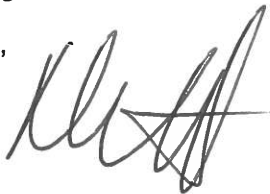
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Staffing ratios have been discussed for several years and there has been lobbying from many avenues to increase the number of direct nursing care hours for residents up to four hours of care per day in order to safely meet the complex needs of the current long-term care population. Without an influx of provincial dollars, coupled with a provincial LTC human resources strategy, homes will not be able to increase direct patient care hours; there simply are not enough human resources to go around. This is difficult for staff in long-term care and retirement homes. They are a determined, passionate bunch who want nothing more than to provide quality care to their residents who call their facilities home.

As a Municipal Council, we have watched the impact the COVID-19 pandemic has had on LTC and RHs across our province. Our municipality has not had any COVID-19 outbreaks in homes in Chatham-Kent; however, we are certainly aware of the ongoing risk and continue to do everything we can to ensure our residents and staff are safe and they have the tools and resources to manage during such a difficult time. As a Council, we support the government's LTC Commission and ask that it remain non-partisan, and be independent of owners and operators including ourselves as the owner and operator of Chatham-Kent's largest LTC home. While we are supportive of the Commission, we are asking for an impartial review of current best practices in both private and publicly operated homes. We are also requesting that the Commission be tasked with recommending best practice standards of care, and accountability protocols regarding documentation, peer reviews, and resident/family reviews.

We appreciate the work involved in any type of large-scale review with the hope the Commission is able to review the current impact of the pandemic and merge these findings with what the sector has known and has been advocating for over the last several years including staffing, governance models, physical structures of homes, and LTC regulations. A comprehensive look at past, current, and future insights will move the sector towards action and real change.

Sincerely,



Darrin Canniff, Mayor/CEO  
Municipality of Chatham-Kent

- C Rick Nicholls, MPP Chatham-Kent-Leamington
- Monte McNaughton, MPP Lambton-Kent-Middlesex
- All municipalities in Ontario

June 11, 2020

Honourable Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

Honourable Christine Elliott  
Deputy Premier and Minister of Health  
Ministry of Health  
5<sup>th</sup> Floor, 777 Bay Street  
Toronto ON M7A 2J3

Honourable Merrilee Fullerton  
Minister of Long-Term Care  
6<sup>th</sup> Floor, 400 University Avenue  
Toronto ON M5G 1S5

Dear Premier Ford, Minister Elliott, and Minister Fullerton:

At its meeting of June 1, 2020, Chatham-Kent Municipal Council received a letter from eleven organizations serving Long-Term Care and Retirement Homes in Ontario. The letter spoke to the importance of psychosocial and emotional well-being of all Long-Term Care (LTC) and Retirement Home (RH) residents. Council agreed there was significant evidence presented within the letter to warrant supporting the call to action and to encourage the government to review and act on the recommendations provided.

The COVID-19 pandemic has presented a variety of challenges to the LTC and RH sectors, as well as the congregate care sector. Many of these challenges involve protecting the physical health of this extremely vulnerable population. Increased infection control requirements, eliminating non-essential visitors, active screening protocols, and restrictions on the movement of LTC and RH staff working between different homes, are a few examples of the measures taken and backed financially by the provincial government. In Chatham-Kent, early and rigorous adoption of these measures has kept COVID-19 out of our LTC and RH facilities. While this is a commendable achievement, it is important to examine the social costs to residents of such an undertaking.

People living in LTC and RHs depend completely on interactions with staff, visitors, volunteers, and other residents to fulfill their social and emotional needs. Losing any one of these groups impacts residents in ways that are difficult to measure quantitatively but qualitatively we see it in our residents' eyes each day as we strive to provide the best care possible for them. The exclusion of non-essential visitors has left a tangible hole in the lives of residents. In Chatham-Kent's municipally-run LTC home, Riverview Gardens (RVG), this order saw the exclusion of 500-600 additional visitors, volunteers, and contract support staff per week. They were cherished, familiar faces; their visits much-anticipated by residents and appreciated by staff.

Cont'd...

Visitors and volunteers provide more than just visiting, they help in the daily care of our residents. Conversations with other LTC and RHs throughout Chatham-Kent show the same losses and the same impacts on residents and staff. Additional stressors directly related to the pandemic have added to the staffing crisis in LTC and RHs. Supporting a strategy for homes to hire additional staff specifically trained to support the psychosocial and emotional needs of residents would alleviate some of the stress on nursing staff and may lead to better outcomes for residents.

Chatham-Kent has always been a community that comes together and rises to the challenges before us. COVID-19 and the impact this has had on our local LTC and RH sectors is no exception. Through our local United Way, volunteers are finalizing an Adopt a Grandparent program similar to pen pals of years past. This program will link teenagers and young adults with one of our LTC and/or RH residents. Young and old, both with different needs, sharing thoughts and ideas and supporting one another through the pandemic. At Riverview Gardens we have created a Resident Support Worker (RSW) position that provides emotional and social support to our residents. RSWs work on the same floor with the same residents each day where they assist residents with feeding, games, crafts, companionship, and outdoor time when the weather cooperates. RSWs also help provide such services as assisting with laundry, as well as sorting, folding, and organizing a resident's personal items. Currently, redeployed municipal staff are fulfilling these roles at RVG but as Ontario moves further with reopening, these staff will be needed back at their home base location and residents in our home will once again be faced with spending much of their day alone. The homes in Chatham-Kent are providing great care to our residents but they can only do so much. This is why the recommendations from the Long-Term Care and Retirement Home sectors are so important.

Chatham-Kent Municipal Council believes people need human interaction. It is what makes the difference between simply being alive, and living. It is time to act, and protect the psychosocial and emotional health of our LTC and RH residents. We support whole-heartedly, the recommendations presented to you from our LTC and RH partners (attached).

Sincerely,



Darrin Canniff, Mayor/CEO  
Municipality of Chatham-Kent

Attachment: Letter from Alzheimer Society et al RE: Psychosocial and Emotional Well-being of LTC Residents

- C Hon. Michael Tibollo, Associate Minister of Mental Health and Addictions
- Hon Raymond Cho, Minister of Seniors and Accessibility
- Helen Angus, Deputy Minister, Ministry of Health
- Richard Steele, Deputy Minister, Ministry of Long-Term Care
- Rick Nicholls, MPP Chatham-Kent-Leamington
- Monte McNaughton, MPP Lambton-Kent-Middlesex
- Matthew Anderson, President and CEO, Ontario Health
- All municipalities in Ontario



May 8, 2020

Hon. Doug Ford  
 Premier of Ontario  
 Legislative Building  
 Queen's Park  
 Toronto, ON M7A 1A1

Hon. Christine Elliott  
 Deputy Premier and Minister of Health  
 Ministry of Health  
 5th Floor, 777 Bay St.  
 Toronto, ON M7A 2J3

Hon. Merrilee Fullerton  
 Minister of Long-Term Care  
 6th Floor, 400 University Ave  
 Toronto, ON M5G 1S5

Dear Premier Ford, Minister Elliott and Minister Fullerton,

On behalf of almost 80,000 residents, their families and staff in Ontario's long-term care (LTC) homes, we are writing this letter to urgently request that the provincial government take immediate action to support the psychosocial and emotional wellbeing of residents. COVID-19 has changed every aspect of the lived experience in LTC. Despite fervent efforts and commitment from LTC team members to protect residents from the negative physical outcomes of COVID-19, the psychosocial and emotional impacts remain ignored and under-resourced.



According to a recently released study by Mental Health Research Canada, the number of Canadians expressing high-to-extreme levels of anxiety has quadrupled since the start of the COVID-19 crisis. “Mental Health in Crisis: How COVID-19 is Impacting Canadians.” *Mental Health Research Canada*, [www.mhrc.ca/our-research/](http://www.mhrc.ca/our-research/). If that is the reality of people living in the general population, what is happening to the mental health of LTC residents, many of whom are already living with compromised cognitive ability and living in isolation? ‘There is no health without mental health’ - Minister Elliott.

Thousands of residents are living cohorted and/or isolated lives away from their personal belongings and away from the important people in their lives. Many residents are eating alone, experiencing virtually no human connection aside from 2-3 brief encounters with LTC team members for personal care/meal delivery each day and 1-2 virtual visits with a family member each week, if such a program exists in their home. Team member shortages further exacerbate the sense of isolation, we have heard from residents that there is little to no program or activity to nurture social engagement opportunities during these times.

Pre-COVID-19, the realities of pervasive isolation, depression and loneliness are coined as the ‘three plagues’ of life in LTC (Dr. Bill Thomas, founder of The Eden Alternative). While person-centered practices combat these plagues, the current reality of LTC living will lead to residents left with broken spirits and the corresponding negative outcomes associated with their psychosocial, emotional health.

People need people. We are writing this letter now to ask that immediate attention and allocated resources be applied to LTC homes to support the psychosocial and emotional wellbeing of residents. The government of Alberta, in recognizing the importance of ‘quality of life’ for residents, has released substantive directives that clearly define essential visitors as those who contribute to the quality of life of residents in addition to provision of needed physical care. I urge you to follow suit, so that residents can experience the psychosocial and emotional support that has been missing for 7 weeks thus far.

Imagine the new reality when a group of team members (comprised of ‘essential visitors’ and/or dedicated staff) is incorporated into **every LTC home** to exclusively provide avenues/programs/opportunities for psychosocial and emotional support. Residents will experience **multiple** weekly virtual visits using iPads, tablets or cell phones with friends and family members, and even amongst themselves, providing peer to peer support. Residents will enjoy safe outdoor visits during the warm weather now upon us. Imagine residents being supported in a virtual resident activity, meal or conversation between other residents. Residents will feel engaged and connected to each other once again, to their families, to their environment and to their community. They will be well protected from the negative outcome of prolonged isolation.


#### This is what is needed:

- Declare psychosocial and emotional wellbeing of residents as essential to their quality of life
- Expand the definition of ‘essential visitors’ to include people who contribute to the quality of life including psychosocial and emotional health
- Resources for homes to hire and train additional team members/staff whose primary role is to support psychosocial and emotional health via facilitating virtual and safe physical visiting
- Resources for homes to purchase technology and infrastructure required to support virtual visits amongst residents and families
- Creation of a safe plan for residents to enjoy social engagement outdoors in the coming weeks (physical distancing, wearing of masks, etc.), complete with human resources and supplies to make this a reality

We must act now. COVID-19 requires physical distancing, but in order to uphold resident's quality of life and wellbeing we must enable and support social connection.

We look forward to hearing from you soon, as we work together to provide the best care for LTC residents who are the most vulnerable group of Ontarians during this COVID-19 crisis.

Sincerely,



Cathy Barrick  
Chief Executive Officer  
Alzheimer Society of  
Ontario



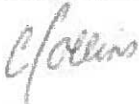
Lisa Levin  
Chief Executive Officer  
AdvantAge Ontario



Kiran Rabheru MD, CCFP, FRCP  
Co-Chair  
Canadian Coalition for Seniors' Mental Health



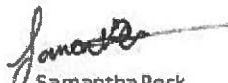
Laura Tamblyn Watts  
Chief Executive Officer  
CanAge



Carota Collins  
MD CCFP  
Medical Director



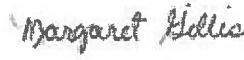
Marta Hajek  
Executive Director  
Elder Abuse Prevention Ontario



Samantha Peck  
Executive Director  
Family Councils Ontario



George Heckman, MD, FRCP(C)



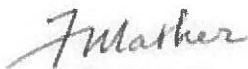
Margaret Gillis  
President  
International Longevity Centre Canada



Raza M. Mirza, PhD  
Network Manager  
National Initiative for the Care of the Elderly (NICE)



Dee Lender  
Executive Director  
Ontario Association of Residents' Councils



Fred Mather, MD  
President,  
Ontario Long Term Care Clinicians



Donna Duncan  
Chief Executive Officer  
Ontario Long Term Care Association

cc: Hon. Michael Tibollo, Associate Minister of Mental Health and Addictions  
Hon Raymond Cho, Minister of Seniors and Accessibility  
Helen Angus, Deputy Minister, Ministry of Health  
Richard Steele, Deputy Minister, Ministry of Long-Term Care  
Matthew Anderson, President and CEO, Ontario Health



Unfinished Business List - eScribe as at June 22, 2020

Agenda Item	Assigned To	Comment	Description	Date
NEW BUSINESS	Nicole Rubli	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
NEW BUSINESS	Angelo Avolio	Reviewing best practices and comparator municipalities. Anticipate Council report for 3rd 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
UNFINISHED BUSINESS	Nicole Rubli	First public consultation scheduled for May 14th. Anticipate report to Council fourth 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-18
Off-Road Vehicle Use on Municipal Roadways - Kevin Schmidt and Shawn Ellenberger, Essex County ATV Club	Nicole Rubli	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.&quot;. 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
NEW BUSINESS	Antonietta Giofu	Administration is coordinating options with the County of Essex and discussing possible inclusion into CWATs master plan with CWATs committee. Report to Council expected Summer 2020.	Resolution # 20190624-TBD Courtney/McArthur That Administration BE DIRECTED to provide a report to Council regarding the feasibility of safe pedestrian travel along County Road 10.	24-Jun-19
SPECIAL PLANNING REPORTS	Cheryl Horrobin	Item cannot be completed until Proclamation date for legislation is determined.	Resolution # 20190826-TBD Prue/Simone That Administration BE DIRECTED to report back to Council at the meeting prior to the 2020 Budget Deliberations and regularly thereafter through 2020 to ensure pertinent deadlines arent missed for Community Benefit Charges and Community Use By-laws, etc.	09-Sep-19
NEW BUSINESS	Justin Rousseau, Cheryl Horrobin, Paula Parker	Policy work in progress	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	Anne Rota, Phil Roberts	Tourism administration in 2020 introduced a new festival (TRUE Festival) as supported by the Canadian Experience grant. Additionally the Department has been task with investigating creating green festivals to which preparation is underway for participation in the Great Global Cleanup - Detroit River. The impact of these events will be included, along with an assessment of other events in the pending report. Consultation with the TWEPI to help frame to elements of an economic impact statement requires further action. Report to council expected for June 2020.	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.	15-Oct-19
NEW BUSINESS	Antonietta Giofu, Frank Garardo	Administration compiling information. Anticipate report to Council in 3rd 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.	28-Oct-19

Unfinished Business List - eScribe as at June 22, 2020

Agenda Item	Assigned To	Comment	Description	Date
Request for the Town of Amherstburg to Take Part in 'Green' Initiatives - Paul Hertel	Eric Chamberlain, Antonietta Giofu, Anne Rota, Phil Roberts, Frank Garardo, Mark Galvin, Kevin Fox, Paula Parker	Committee liaison has been appointed. Terms of Reference approved w/amendments on May 25, 2020. Committee member recruitment to begin June 10th. Parks and Tourism administration is organizing participation in the Great Global Cleanup - Detroit River event for April 25th, 2020 as a leading green festival initiative with the goal to build on the Detroit River Canadian Cleanup events and the 50th anniversary of Earth Day	Resolution # 20191028-507 Prue/Courtney That: The delegation BE RECEIVED and Mr. Hertel's report BE SENT to the Manager of Planning Services for inclusion at the November 12, 2019 Official Plan meeting; A green review BE DEVELOPED on Town fleet; Green festivals BE INVESTIGATED; Green builds BE INVESTIGATED on all new housing and building developments, and existing commercial, industrial and residential assessed property; and, Administration BE DIRECTED to bring back a report on the feasibility of a Committee on the Environment inclusive of Terms of Reference.	28-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.	12-Nov-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 Climate Emergencies, some of which are also implementing strategic plans in order to help reduce global carbon emissions and mitigate the impacts of climate change; and WHEREAS Amherstburg distributed sandbags to residents this summer in the face of historic water levels and has 43.7 km of shoreline along the Detroit River and Lake Erie, along with 12.4 km of shoreline on inland waterways, and is thus greatly affected by water levels in the Great Lakes basin; and WHEREAS the most recent report by the UN Intergovernmental Panel on Climate Change (IPCC) has indicated that within 12 years, in order to keep the global average temperature increase to 1.5 degree C and maintain a climate compatible with human civilization, there must be a reduction in carbon emissions of about 45% from 2010 levels, reaching net zero carbon emissions by 2050; and WHEREAS based on current projections of the future impacts of human- caused climate change, climate change will adversely the local economy, local infrastructure and property, put a strain on municipal budgets and result in significant economic and health burdens for local residents, particularly our vulnerable populations; and WHEREAS climate change will jeopardize the health and survival of many local plant and animal species as well as their natural environments and ecosystems; and WHEREAS Amherstburg and the surrounding region is already experiencing climate change impacts including, but not limited to, overland flooding, heavy rain event flooding, emergence of invasive species, an increased number of high heat days, the rise of vector borne diseases, the re-emergence of blue-green algae and harmful algal blooms in our lakes and rivers; and	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
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 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.	25-Nov-19

Unfinished Business List - eScribe as at June 22, 2020

Agenda Item	Assigned To	Comment	Description	Date
Economic Development Advisory Committee Minutes - November 14, 2019	John Miceli, Paula Parker, Dawn Morencie	Awaiting grant approval	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	Administration will consider this direction for future budget process or reporting as applicable.	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	09-Dec-19
NEW BUSINESS	Justin Rousseau, Cheryl Horrobin	Report will follow the 2019 year end	Resolution # 20191209-567 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
Opposing SunParlour R/C Flyers Noise Exemption Request - Tom and Mary Bateman	Nicole Rubli	Public consultation required. Anticipate report to Council late Q3 early Q4	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
Live Music on Legion Patio from May to October - Laurie Cavanaugh, President, Royal Canadian Legion, Fort Malden Branch 157	Nicole Rubli	Public consultation required. Anticipate report to Council late Q3 early Q4	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
NEW BUSINESS	Paula Parker	Administration is in contact with a committee representative and in the process of determining the best course of action for Council as representation on this committee. A report is anticipated for March/April 2020.	Resolution # 20200113-020 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
Kingsbridge Subdivision Parkland Conveyance	Phil Roberts, Frank Garardo	A special meeting of the Park and Recreation Committee has been called for April 8th, 2020 at 6:00 pm in Council chambers to develop concepts for funding from Parks capital reserve and dedicated park reserves. Recommendations from the committee will go before council with due process.	Resolution # 20200127-033 McArthur/Simone - amended motion That:  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; 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; 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); 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.	27-Jan-20

Unfinished Business List - eScribe as at June 22, 2020

Agenda Item	Assigned To	Comment	Description	Date
Economic Development Advisory Committee Minutes - 2020 02 06	John Miceli	Administration coordinating discussion with property owners	Resolution # 20200224-078 Simone/Meloche That: 1. The Town of Amherstburg APPROACH the property owner to investigate the opportunities to create a Master Plan for the former Honeywell site to determine its highest and best use; 2. The Town of Amherstburg BRING a report to explore the possibilities of obtaining waterfront properties as they become available in accordance with the Town's Official Plan; and, 3. The Transportation Study BE REFERRED to the Economic Development Advisory Committee before being presented to Council	24-Feb-20
NEW BUSINESS	John Miceli, Bruce Montone	Administration compiling information.	Resolution # 20200224-079 Courtney/Renaud That Administration BE DIRECTED to contact AMICO in respect to the timelines required to remedy the inability to offer ferry transportation for our Fire Department apparatus to and from the island with an update brought back to Council in a timely manner.	24-Feb-20
NEW BUSINESS	Antonietta Giofu, Eric Chamberlain	Anticipate report with budget timeline	Resolution # 20200309-095 Meloche/Simone That Administration BE DIRECTED to bring a report outlining the existing road grader program for discussion in the 2021 Budget.	09-Mar-20
NEW BUSINESS	Angelo Avolio, Nicole Rubli	Administration will investigate peer equivalents	Resolution # 20200309-096 Prue/Courtney That: 1. Administration BE DIRECTED to bring back a report on vacant building registries and to investigate the City of Hamiltons by-law with respect to vacant buildings for discussion; and, 2. Administration BE DIRECTED to bring back a report on an Agent of Change by-law for discussion.	09-Mar-20
Emergency Preparedness Information Report	Bruce Montone		Resolution # 20200406-TBD Prue/Meloche That: The report from the CEMC/Fire Chief dated March 29, 2020, BE RECEIVED for information; and, The Fire Chief BE DIRECTED to send a formal letter to the disbanded volunteer Community Control Group (CCG) recognizing them for their past service and contributions.	06-Apr-20
UNFINISHED BUSINESS	John Miceli	Report to Council on the Lions pool and potential swim program brought forward on April 23rd. Libro Master Plan underway - Amherstburg Great Spaces, Great Places Project filed with the ICIP grant funding initiative. Recommendations and consultation to follow once the plan is complete and we learn the outcome of the grant application.	Resolution # 20200525-TBD Courtney/Simone That Resolution # 20190128-063 regarding a report on a projected time frame for replacement of the Lions Pool and Centennial ball diamonds including cost and recommendations for location as well as any other feasible options that may be available to the community; BE PLACED back onto the Unfinished Business List.	25-May-20

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2020-039**

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

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

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

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

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

1. THAT the action(s) of the Council of the Corporation of the Town of Amherstburg in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all actions passed and taken by the Council of the Corporation of the Town of Amherstburg, documents and transactions entered into during the June 22<sup>nd</sup>, 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 22<sup>nd</sup> day of June, 2020.

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MAYOR – Aldo DiCarlo

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CLERK – Paula Parker