

# The Corporation of the Town of Lakeshore

## Regular Council Meeting

### Revised Agenda



Tuesday, December 10, 2019, 5:30 PM  
Council Chambers, 419 Notre Dame Street

Pages

1. Call to Order

2. Closed Session

Recommendation:

Council move into closed session in Council Chambers at 5:30 PM in accordance with:

a) Paragraph 239(2)(k) of the *Municipal Act, 2001* to discuss a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board, relating to a proposed lease agreement for the Stoney Point Library.

3. Return to Open Session

4. Moment of Reflection

5. Disclosures of Pecuniary Interest

6. Recognitions

a. Mary Ann Pinsonneault - Windsor-Essex County Sports Hall of Fame

7. Public Meetings under the Planning Act

8. Public Presentations

a. Belle River On the Lake Business Improvement Area - Presentation of 2020 Budget

5

- includes report by Director of Finance regarding 2020 Budget - Belle River On the Lake Business Improvement Area

9. Delegations

10. Completion of Unfinished Business

## **11. Consent Agenda**

Recommendation:

Council approve item 11.a) and receive items 11.b) through 11.d) as listed on the Consent Agenda dated December 10, 2019.

- |    |   |    |
|----|---|----|
| a. | Adoption of Council Meeting Minutes November 19, 2019                                       | 21 |
| b. | Essex County Library Board - Letter regarding Stoney Point Library                          | 30 |
| c. | Rural Ontario Municipal Association & Ontario Good Roads Association - Future Opportunities | 33 |
| d. | Belle River On the Lake Business Improvement Association Meeting Minutes October 7, 2019    | 34 |

## **12. Reports for Information**

- |    |   |    |
|----|---|----|
| a. | Major Accomplishments of 2019   | 36 |
| b. | Implications of Adoption of a Name Change By-law (revised report - December 10, 2019) | 40 |
| c. | Cannabis Retail Stores  | 52 |
| d. | Drainage Board Meeting draft Minutes for November 4, 2019                             | 83 |
| e. | Committee of Adjustment draft Minutes for November 20, 2019                           | 89 |

## **13. Reports for Direction**

- |    |   |     |
|----|---|-----|
| a. | Site Plan Control (File: SPC-9-2019), 2366146 Ontario Ltd., c/o Ray Tracey, 1925 County Road 42, Community of Rochester   | 104 |
| b. | Serenity Bay Subdivision Agreement (County File: 37-T-15001 and Town File: S-A-2-2015), 1903286 Ontario Inc. and Jack Mocerri and Sons Contracting Ltd., c/o Dillon Consulting Limited, 299 Old Tecumseh Road / 0 Jordan Lane | 109 |
| c. | Employment Lands Strategy Update  | 124 |
| d. | 2020 Budget Adoption  | 129 |
| e. | 2020 Tariff of Fees   | 132 |

f.	Tile Loan Application - John and Michelle Sauve - 2078 Lakeshore Road 219 - (Roll No. 010. 000. 01000)	135
g.	Continuation of Appointment of Integrity Commissioner	137
h.	Community Safety and Well-being Plan	146
i.	Renewal of Lakeshore Canadiens Agreement	155
j.	Summer Student Employment Program Revisions	157
<b>14.</b>	<b>Announcements by Mayor</b>	
<b>15.</b>	<b>Reports from County Council Representatives</b>	
<b>16.</b>	<b>Report from Closed Session</b>	
<b>17.</b>	<b>Notices of Motion</b>	
a.	Councillor Janisse - Name Change	164
b.	Councillor Wilder - Request for Noise Investigation	165
<b>18.</b>	<b>Question Period</b>	
<b>19.</b>	<b>Non-Agenda Business</b>	
<b>20.</b>	<b>Consideration of By-laws</b>	
	Recommendation:	
	By-law 127-2019, 130-2019, 131-2019, 132-2019, 133-2019, 134-2019, 135- 2019, 136-2019 and 137-2019 be read a first, second and third time and finally adopted this 10th day of December, 2019.	
a.	By-law 127-2019, being a By-law to Establish User Fees for Certain Services Provided by the Corporation of the Town of Lakeshore	166
b.	By-law 130-2019, being a By-law to Authorize the Execution of an Amending Site Plan Agreement with 2366146 Ontario Ltd. (SPC-9-2019)	188
c.	By-law 131-2019, being a By-law to Authorize the Execution of a Subdivision Agreement Pertaining to Serenity Bay	193
d.	By-law 132-2019, being a By-law to Amend By-law 34-2019 (Appointment By-law)	224

e.	By-law 133-2019, being a By-law To Adopt The Budget Estimates, Tax Rates And Further To Provide For Penalty And Interest In Default Of Any Payment For the Year 2020	230
f.	By-law 134-2019, being a By-law to Delegate Authority to the Mayor and Clerk to Execute an Agreement with the Lakeshore Canadiens	236
g.	By-law 135-2019, being a By-law to Delegate Authority to the Mayor and Clerk to Execute an Agreement with the Essex County Library Board	237
h.	By-law 136-2019, being a By-law to Confirm the Proceedings of the Council of the Town of Lakeshore	238
i.	By-law 137-2019, being a By-law to Appoint Bruce Elman as Integrity Commissioner and Execute Agreement Related Thereto	239

## 21. Adjournment

Recommendation:

Council adjourn its meeting at \_\_\_\_ PM.





ONTARIO BUSINESS IMPROVEMENT AREA ASSOCIATION



## THE VALUE OF BIAs



A BIA is integral to advancing a distinct, livable, vibrant and resilient business district in its local community.



# Downtowns Matter

## Downtowns:

- Represent sustainable development, making the best use of our existing infrastructure and creating compact communities that encourage walking, cycling and transit use
- Have historic connections to the origins of the community
- Have symbolic significance as the centre of civic life
- Are a central hub for festivals and celebrations
- Reflect a positive image of the entire city
- Provide opportunities for local and incubator businesses
- Offer an experience not found in new malls, plazas

Some BIAs in Ontario are tourism districts, financial districts, industrial and repurposed manufacturing areas. Not all BIAs are located in downtown(s).

*“Downtowns matters.  
It matters to the overall  
health of the city.  
Research and the  
literature consistently  
report on the connection  
between a healthy  
downtown and a healthy  
city.”*

# BIAs Quick Facts

- Legislation first created in **1970**
- First BIA in the world – Bloor West Village
- Currently about **310+** BIAs in Ontario
- **84** in Toronto
- More than **70%** of Ontario's BIAs are members of OBIAA
- BIAs represent over **60,000** Businesses across Ontario
- Accumulated Levy of Ontario's BIAs – **more than \$50M**
- Employment by BIAs is over **125** part-time staff and **175** full-time staff





# What do BIAs do?

- Oversee the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally; and
- Promote the area as a business or shopping area. (Municipal Act 2001, c. 25, s. 204 (1))



# The ROI of BIAs



## BUSINESS MIX



## VACANCY



## BUILDING PERMITS



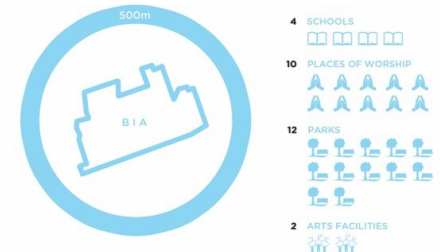
## ASSESSED PROPERTY VALUE



## EMPLOYMENT



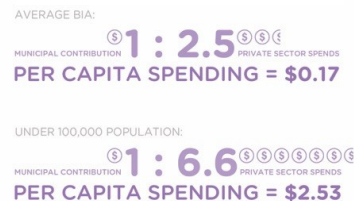
## PLACEMAKING ASSETS



## EVENTS



## FAÇADE GRANTS



# Who Benefits?

## **Business Operators**

- Improved atmosphere and ambience
  - Retail
  - Service
  - Professional

## **Property Owners**

- Potential to increase property values and occupancy

## **The Community**

- More vibrant community
- Prosperous local economy
- Potential to increase property values

## **Municipality and Province**

- BIAs are strong local economic engines

# Partnership Opportunities

## Access to:

- Municipal Programs (CIPs)
- Provincial Revitalization Programs (OMAFRA)
- Product /Service Suppliers
- Partnerships and Networking opportunities with other BIAs
- Government Agencies/Associations
- Local Organizations
- Ontario BIA Association Membership

## BIAs can partner to:



- Develop common goals and vision
- Be a unified voice for local business issues
- Be a forum for discussion



## Funding:

- Grants (Celebrate Ontario, Music & Heritage)
- Sponsorship
- Event Revenues



# OBIAA's Mission Statement

*"OBIAA is the network that represents unique and vibrant BIAs across Ontario. The Association supports and advocates on behalf of its members through the building and nurturing of strong relationships and partnerships.*

*OBIAA is a leader in the development and sharing of information, tools, resources and best practices, and is the ONE voice on common issues."*

# Bringing it all together...

## ONTARIO BUSINESS IMPROVEMENT AREA ASSOCIATION

c/o 280 Queen Street South  
Mississauga, ON L5M 1M1

**Phone:** 647-521-5341 or 1-866-807-2227

**Email:** [info@obiaa.com](mailto:info@obiaa.com)

**[www.OBIAA.com](http://www.OBIAA.com)**

## TOWN OF LAKESHORE

### FINANCE SERVICES

**TO:** Mayor and Members of Council

**FROM:** Rosanna Pellerito, Director of Finance

**DATE:** December 3, 2019

**SUBJECT:** 2020 Budget – Belle River on the Lake Business Improvement Area

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#### **RECOMMENDATION:**

It is recommended that Council:

Approve the BIA Budget as set out by the Belle River on the Lake Business Improvement Area (BIA) Board for the year ending December 31, 2020.

#### **BACKGROUND:**

Council may establish a Business Improvement Area (BIA) under S. 204 of the Municipal Act. Sections 204 through 215 of the *Municipal Act, 2001* outline the criteria under which a Business Improvement Area (BIA) board of management must operate.

The BIA Board is intended to achieve two main objectives in accordance with the *Municipal Act, 2001* and these are as follows:

- (a) to oversee the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally; and
- (b) to promote the area as a business or shopping area. 2001, c. 25, s. 204 (1).

Under S. 205, the BIA Board must prepare a fiscal budget and discuss the proposed budget with the BIA members. Following member consideration, the BIA Board shall submit the proposed budget to Council for approval.

Council has the right to approve a BIA's budget in whole or in part under subsection 205(2) of the Municipal Act, 2001. That subsection states:

A board of management shall submit the budget to council by the date and in the form required by the municipality and the municipality may approve it in whole or in part but may not add expenditures to it.

At this time, Council is obliged to consider the BIA budget and decide whether to approve the budget in whole or in part.

**COMMENTS:**

The proposed 2020 Budget for the Belle River on the Lake BIA has been approved by the BIA Board of Management at their meeting of December 2, 2019 (see draft Minutes of the meeting attached). The 2020 BIA Budget and levy request, as attached to this report, have been submitted by the BIA Board for Council's approval.

The 2020 Budget, as approved by the BIA Board, was received from the BIA Coordinator on December 2, 2019. The BIA is reminded that Council approval is required prior to spending any money unless it is included in the budget approved by the municipality.

The requested 2020 tax levy affecting commercial properties within the BIA boundaries is \$93,280 (2019 - \$90,000).

Upon approval of the 2020 BIA Budget and the 2020 Municipal Tax Levy By-law, the BIA levy will be charged with final 2020 tax notices.

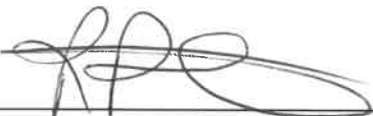
**OTHERS CONSULTED:**

The Belle River on the Lake Business Improvement Area (BIA) Coordinator submitted the proposed 2020 BIA Budget, attached to this report, on behalf of the BIA Board.

**FINANCIAL IMPACTS:**

The 2020 BIA Levy will be collected through taxation and fully remitted to the BIA in year, resulting in no net impact on the 2020 Municipal budget.

**Prepared by:**



Rosanna Pellerito, CPA, CGA, CRM  
Director of Finance Services

**Submitted by:**



Truper McBride  
Chief Administrative Officer

**Attachments:**

Appendix A: 2020 Budget – Belle River on the Lake Business Improvement Area

Appendix B: Minutes of the December 2, 2019 BIA board meeting

\\toldata2\Treasury\Budget\2020\2020 BIA Budget\02-19-2019 - 2019 Budget Belle River on the Lake Business Improvement Area (BIA).docx

	Belle River On the Lake BIA			02-Dec
	2020 BUDGET			
	<b>Reserves \$16,601</b>			
		<b>Budget</b>	<b>2019</b>	<b>2020</b>
		<b>2018</b>	<b>Budget</b>	<b>BUDGET</b>
Acct #	Revenues:			
79.79.6691.0101	Levy	87,500	90,000	93,280
6685.0101	Sunsplash	20,000	25,000	25,000
	Stroll the Streets	1,500	2,000	2,500
6861.0101	Town of Lakeshore grant	1,000	1,000	1,000
6682.0101	Associate Memberships	3,250	4,000	4,500
	Promotion revenue - banners	3,600	4,000	4,000
9999.7901	Prior year surplus (deficit)			
	<b>Total Revenue</b>	<b>116,850</b>	<b>126,000</b>	<b>130,280</b>
	Expenditures :		<b>Budget</b>	
79.79.1111.0101	Administration & wages	24,500	25,000	25,500
1121.0101	CPP/EI/EHT/WCB - employer	2,850	3,000	3,000
1161.0101	Employee benefits	3,000	3,200	3,200
1311.0101	Office Expenses	3,000	3,000	3,000
1313.0101	Street Decorations	4,000	5,000	5,000
1314.0101	BIA Dollars	1,000	1,000	1,000
1321.0101	Advertising	10,680	10,776	13,275
1322.0101	Floral Tributes	200	500	500
1412.0101	Special events - Sunsplash	21,000	33,600	32,000
1412.0102	Networking Events			2,000
1412.0104	Stroll the Streets	3,500	6,000	5,000
1412.0105	Special events - Christmas	5,500	3,000	3,000
1413.0101	Promotion - Holiday Dollars	4,000	3,000	3,750
1413.0102	Promotion - banner/bikes		3,700	2,000
1421.0101	Audit	824	824	855
1441.0101	Maintenance contract	15,920	13,000	16,000
1442.0101	Flowers and Shrubs	2,576	2,500	3,200
1461.0101	Mileage	800	900	900
1462.0101	Conference	1,500	3,000	2,000
1471.0101	Membership fees	500	500	600
1531.0101	Meeting Expenses BD/AGM	4,000	4,500	4,500
6691.0101	Write offs			
5999.8702	Transfer to (from) reserves			
	<b>Total Expenditures</b>	<b>109,350</b>	<b>126,000</b>	<b>130,280</b>



## Belle River-On the Lake Business Improvement Area

### BIA Board of Management DRAFT Meeting Minutes December 2, 2019 at Noon Council Chambers, Town of Lakeshore

<b>BIA Board Members</b>	<b><u>Ward 4 Council Representative:</u></b> John Kerr <b><u>Chairman:</u></b> Moe Mailloux, Moe Mailloux Financial Services Inc <b><u>Vice Chair:</u></b> Laura Tremblay, National Bank <b><u>Directors:</u></b> Jelena Adzic, Libro Credit Union, Sandy Pepper, The Treasure Nook, Shawn Sauve, RONA Sauvé's Home Centre, Ray Tetreault, Tetreault valu mart <b><u>Director Regrets:</u></b> Rachelle Crevatin, La Belle Fromage, Mike Sutton, Melady Funeral Home, Lucille Soulliere, Active Living Chiropractic <b><u>Associate Members:</u></b> , Tina Roy, Remax Preferred Realty Ltd, Derek Trepanier, Best Pest Control <b><u>Associate Member Regrets:</u></b> Jay Coulter, Coulter Software Inc, Dale Sanger, New Life Assembly <b><u>Absent:</u></b> Julie Curtis, Community Support Centre
<b><u>BIA Office Lakeshore</u></b>	Coordinator Janel Gagnier and U of W VIP Student - Julia Adamo Tammie Ryall, Director of Community & Development Services
<b><u>Delegate:</u></b>	Truper McBride – Sunsplash Festival & Lakeview Park Update
<b><u>Agenda Items</u></b>	
<b><u>Message from Moe</u></b>	<b><u>December 10<sup>th</sup> Council Meeting:</u></b> a) BIA Budget to be presented along with a power point presentation from the OBIAA regarding the "Value of BIAS" B) A report may also be presented by administration regarding the change of the Town of Lakeshore to Municipality of Lakeshore.
<b>#1</b>	Declaration Of Conflict of Interest
<b>#2</b>	<b><u>Adoption of Minutes of the BIA Board Meeting on October 7, 2019</u></b> Shawn Moved Jelena Seconded: That the minutes from the BIA Board Meeting of October be adopted as presented. <b><u>Motion # 2019 – 26 All in favour. Motion carried.</u></b>
<b>#3</b>	<b><u>Approval of 2018 Financial Statement</u></b> Laura Moved and Jelena Seconded: That the Financial Statements for the Belle River BIA for the year ended Dec 31, 2019 be approved. <b><u>Motion # 2019 – 27 All in favour. Motion Carried</u></b>
<b>#4</b>	<b><u>Revision of 2020 Budget:</u></b> After email discussion between the Director of Finance and the BIA Board regarding the balancing of the budget, it was voted by the board thru email (due to the time deadline by administration to get the budget in) that the BIA Levy be raised to \$93,280 to balance the

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budget instead of taking money from reserves as previously discussed.

**3 Against:** John, Mike, Rachelle

**6 Approved:** Ray, Moe, Shawn, Jelena, Laura, Sandy

**1 No Vote:** Lucille

- |    |   |
|----|---|
| #5 | Old Business: 1. Holiday Dollars – Update: \$25,000 Sold out in 1 week<br>Essex sold \$40 K in a week, Kingsville sold 100K in 3hours 10 minutes!   |
| #6 | New Business: a) Win This Space Information – It was determined that the BIA proceed to find out more on the Libro Prosperity Grant and the Small Business Centre to seek a grant for this program in 2020<br>b) Business to Business Collaboration Committee Update:<br><u>Meeting # 1</u> Outcome: Determine how the BIA can better help businesses, utilize Facebook Belle River – On the Lake BIA Business Group. Host 2 events |

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**B2B Collaboration Meeting # 2 Notes - November 14, 2019**

<b>BIA Board Members</b>	Jelena Adzic, Libro Credit Union Rachelle Crevatin, La Belle Fromage Julie Curtis, Community Support Centre Sandy Pepper, The Treasure Nook Tina Roy, Remax Preferred Realty Ltd.
<b>BIA Coordinator</b>	Janel Gagnier
<b>Agenda Items</b>	Spring Networking Night - Spring 2020
<b>#1 Who</b>	Open to ALL Members - Expect 50 people or more Invite BIA Board Members from Leamington, Kingsville, Essex, and Tec Invite TWEPI
<b>#2 What</b>	<b>Sponsored by Libro</b> <b>Ticketed Event for BIA Members and Guests - Eventbrite</b> <b>Raffle for Something Good</b> <b>Name tags</b> <b>Welcome Packages / Swag</b>
<b>#4 Location</b>	Rochester Place - Tina to discuss details with Stephanie Appetizers / Cash Bar / Glass of Champagne on the way in Theme – Celebrate our Success – black and gold
<b>#5 Why</b>	Promote Collaboration between businesses and other BIA's Celebrate OUR Success – Holiday Dollars, Digital Mainstreet Jelena to speak on the holiday dollars
<b>#6 Details</b>	Professional Photographer – post photos on social media Lakeshore News

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Sandy motioned and Ray Seconded that the meeting adjourn at 1:10pm. All in favour. Motion carried

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**#7**                      **Next BIA Board Meeting : Jan 6, 2020 in Council Chambers, Town Hall**

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**The Corporation of the  
Town of Lakeshore**  
**Minutes of the Regular Council Meeting**  
**Tuesday, November 19, 2019, 5:00 PM**  
**Council Chambers, 419 Notre Dame Street**



**Members Present:** Mayor Tom Bain, Deputy Mayor Tracey Bailey, Councillor Steven Wilder, Councillor Len Janisse, Councillor Kelsey Santarossa, Councillor John Kerr, Councillor Kirk Walstedt, Councillor Linda McKinlay

**Staff Present:** Chief Administrative Officer, Truper McBride, Director of Community & Development Services, Tammie Ryall, Director of Engineering & Infrastructure Service, Nelson Cavacas, Director of Finance, Rosanna Pellerito, Director of Legislative & Legal Services, Kristen Newman, Manager of Building Services, Morris Harding, Manager of Communications & Strategic Initiatives, Rita Chappell, Manager of Development Services, Kim Darroch, Manager of Human Resources, Lisa Granger, Manager of Legislative Services, Brianna Coughlin, Manager of Public Works, Albert Dionne, Manager of Recreation Services, Terry Fink, Planner I, Ian Search

**1. Call to Order**

Mayor Bain called the meeting to order at 5:00 PM.

**2. Moment of Reflection**

**3. Disclosures of Pecuniary Interest**

Councillor Walstedt declared a conflict of pecuniary interest relating to Item 19(a) of the agenda because of his position on the Agricultural, Food and Rural Affairs Appeal Tribunal.

**4. Recognitions**

## 5. Closed Session

**502-11-2019**

**Moved By** Councillor McKinlay

**Seconded By** Councillor Walstedt

Council move into closed session in Council Chambers at 5:00 PM in accordance with:

- a. Paragraph 239(3.1) of the *Municipal Act, 2001* for the purpose of educating or training members of Council relating to the Integrity Commissioner Complaint Protocol.

In Favor (6): Mayor Bain, Councillor Wilder, Councillor Janisse, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

**Carried**

## 6. Return to Open Session

Deputy Mayor Bailey and Councillor Santarossa joined the closed session meeting at 5:04 PM.

Council returned to the open session at 6:05 PM.

## 7. Public Meetings under the Planning Act

- a. **Zoning By-law Amendment (ZBA-17-2019), Michael & Tammy Labonte, 17840 Lakeshore Road 311**

Mayor Bain inquired with members of the public in the gallery if anyone wanted to speak. No one came forward.

**503-11-2019**

**Moved By** Councillor McKinlay

**Seconded By** Councillor Santarossa

Council approve Zoning By-law Amendment Application ZBA-17-2019 (By-law No. 122-2019), Town of Lakeshore By-law 2-2012, as amended), to rezone a portion of the farm parcel, indicated as the "Retained Farmland" on the Key Map, Appendix 1, located at 17840 Lakeshore Road 311, in the Town of Lakeshore, from "A, Agriculture" to a site-specific "A-1, Agriculture" zone which prohibits a single detached dwelling.

**Carried Unanimously**

## 8. Public Presentations

- 9. **Delegations**
- 10. **Completion of Unfinished Business**
- 11. **Consent Agenda**

**504-11-2019**

**Moved By** Deputy Mayor Bailey

**Seconded By** Councillor Santarossa

Council approve Item 10.(a) as amended and receive Item 10.(b) as listed on this agenda.

**Carried Unanimously**

- a. **Adoption of the Regular Council Meeting Minutes of November 5, 2019**

Councillor Janisse requested an amendment to correct Motion #496-11-2019 to the following: "Direct Administration to bring back a report regarding the cost to fence the retention pond at Patillo Road in order to discourage geese".

Councillor Wilder requested that when Council extends the meeting past 9:30 PM while in closed session, that this action be reflected in both the open and closed session minutes.

- b. **Township of Ramara Resolution regarding Conservation Authority Exit Clause**

- 12. **Reports for Information**

**505-11-2019**

**Moved By** Councillor McKinlay

**Seconded By** Councillor Santarossa

Council receive Items 11(a) through 11(d) as listed on this agenda.

**Carried Unanimously**

- a. **Flood Prevention Task Force Minutes for September 9, 2019**

**b. Economic Development Position**

**507-11-2019**

**Moved By** Deputy Mayor Bailey

**Seconded By** Councillor Walstedt

That Administration be directed to include an Economic Development Officer position in the 2020 budget to commence in late 2020.

In Favor (6): Mayor Bain, Deputy Mayor Bailey, Councillor Santarossa, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

Opposed (2): Councillor Wilder, and Councillor Janisse

**Carried**

**c. Request for Water Fountain at St. Clair Shores Park**

**506-11-2019**

**Moved By** Councillor Wilder

**Seconded By** Councillor Janisse

That Administration be directed to include a St. Clair Shores Park Plan in the 2020 Budget.

**Carried Unanimously**

**d. Implementation of Speed Radar Signs**

**13. Reports for Direction**

**a. Removal of Holding Symbol (File: ZBA-26-2019), Custom Quality Built IHomes Incorporated, Community of Rochester**

**508-11-2019**

**Moved By** Deputy Mayor Bailey

**Seconded By** Councillor Walstedt

Council adopt By-law 126-2019 (ZBA-26-2019) to remove the Holding Symbol (h9) from 0 Bissonnette Lane, from Residential Waterfront - Watercourse, RW1 (h9) "Holding Zone", to Residential Waterfront - Watercourse, RW1 Zone.

**Carried Unanimously**

**b. Purchase of Ice Resurface Machine**

**509-11-2019**

**Moved By** Councillor Janisse

**Seconded By** Councillor Santarossa

That Council approve the awarding of tender to purchase an Olympia Ice Resurface Machine for a sum total of \$97,500 plus applicable taxes.

**Carried Unanimously**

**c. By-law Enforcement Service Levels**

**510-11-2019**

**Moved By** Councillor Kerr

**Seconded By** Councillor Walstedt

Council direct Administration to proceed with Option #2 for By-law Compliance service levels to be phased in over two years, as presented in the report by the Manager of Building Services at the November 19, 2019 Regular Council meeting and allocate the costs through the 2020 and 2021 budget processes and add in the .5 Administration position as budget permits.

**Carried Unanimously**

**511-11-2019**

**Moved By** Councillor Wilder

**Seconded By** Councillor Santarossa

That Administration, in consultation with the Chief Building Official and the By-law Enforcement Services department, be directed to look at how to tighten up enforcement and move towards more ticketing options for enforcement investigations, along with reviewing set fines.

**Carried Unanimously**

**14. Announcements by Mayor**

**15. Reports from County Council Representatives**

Deputy Mayor Bailey advised that County Council will be considering the 2020 Construction Program at their meeting November 20, 2019.

**512-11-2019**

**Moved By** Councillor Janisse

**Seconded By** Councillor Kerr

That the County of Essex be requested to provide funds for traffic lights to be installed at the intersection of Emery Drive and County Road 22.

**Carried Unanimously**

**513-11-2019**

**Moved By** Councillor Santarossa

**Seconded By** Councillor Wilder

That the County of Essex be requested to ensure that funding be included in the 2020 Budget for the appropriate staffing and signage to be in place for the appropriate and timely notification of road closures, detours, route alterations and other construction projects carried out by the County of Essex.

**Carried Unanimously**

**16. Report from Closed Session**

**17. Notices of Motion**

Councillor Wilder advised that he would bring forward a Notice of Motion to the December 10, 2019 meeting regarding a request to the Ministry of Environment to investigate a disturbing humming noise in Ward 1.

**18. Question Period**

**19. Non-Agenda Business**

## 20. Consideration of By-laws

### a. Drainage By-laws

Councillor Walstedt left the meeting at 8:13 PM.

**514-11-2019**

**Moved By** Councillor Santarossa

**Seconded By** Councillor McKinlay

By-law 119-2019 be read a first and second time and provisionally adopted and By-law 35-2019 and 115-2019 be read and passed in open session.

In Favor (7): Mayor Bain, Deputy Mayor Bailey, Councillor Wilder, Councillor Janisse, Councillor Santarossa, Councillor Kerr, and Councillor McKinlay

**Carried**

- a. By-law 119-2019, being a by-law for the 3rd Concession Drain MS (Linda Sutherland Bridge)
- b. By-law 35-2019, being a by-law for the Buchanan-Fenner Drain - Fenner Portion (Enclosure Replacement for Crabtree Drive)
- c. By-law 115-2019, being a by-law for the Butler-Bracken Drain (Klie Bridge)

### b. General By-laws

Councillor Walstedt joined the meeting at 8:14 PM.

**515-11-2019**

**Moved By** Councillor McKinlay

**Seconded By** Councillor Santarossa

By-law 108-2019, 122-2019, 125-2019, 126-2019, 128-2019 and 129-2019 be read and passed in open session.

**Carried Unanimously**

- a. By-law 108-2019, being a by-law to authorize annual grants by The Corporation of the Town of Lakeshore
- b. By-law 122-2019, being a by-law to amend By-law 2-2012, Zoning By-law for the Town of Lakeshore (ZBA-17-2019)

- c. By-law 125-2019, being a by-law imposing special annual drainage rates upon land in respect of which money is borrowed under the Tile Drainage Act
- d. By-law 126-2019, being a by-law to amend By-law 2-2012, Zoning By-law for the Town of Lakeshore (ZBA-26-2019)
- e. By-law 128-2019, being a by-law to delegate authority to the Mayor and Director of Legislative & Legal Services to execute an agreement relating to the provision of police services
- f. By-law 129-2019, being a by-law to confirm the proceedings of the Council of the Town of Lakeshore

## **21. Closed Session**

**516-11-2019**

**Moved By** Councillor Walstedt

**Seconded By** Councillor McKinlay

Council move into closed session in Council Chambers at 8:12 PM in accordance with:

- a. Paragraph 239(2)(b) of the *Municipal Act, 2001* to discuss personal matters about an identifiable individual, including municipal or local board employees, relating to the Chief Administrative Officer performance evaluation.

**Carried Unanimously**

## **22. Return to Open Session**

Council returned to the open session at 9:14 PM.

## **23. Adjournment**

**517-11-2019**

**Moved By** Councillor Kerr

**Seconded By** Councillor McKinlay

Council adjourn its meeting at 9:15 PM.

**Carried Unanimously**



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Tom Bain

Mayor

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Kristen Newman

Director of Legislative &

Legal Services/Clerk



November 29, 2019

Town of Lakeshore  
419 Notre Dame Street  
Belle River, ON N0R 1A0

**Attention: Mayor Tom Bain & Lakeshore Council**

Dear Mayor Bain,

On behalf of the Essex County Library Board (ECLB), I am responding to your November 8, 2019 correspondence sent to the Essex County Library Board requesting an update of the plans for library service within the community of Stoney Point. The Board reviewed your letter at our regular meeting of November 27 and agreed that a response supporting the continuation of library services in our communities remains the intention of the Essex County Library Board.

With this in mind, and as you are certainly aware, there are both immediate and long-term concerns that need attention at the current facility. As of October 24, 2019, the Essex County Library (ECL) suspended library service through the Stoney Point Branch due to the presence of *Stachybotrys* and *Chaetomium* (black) mold spores detected within the Library space. The health and safety of ECL staff and patrons are the primary concern for the Board and led to the decision to suspend service.

At this time, The Essex County Library Board cannot resume services from this location until the following issues are addressed and documentation is provided to confirm a safe work environment for ECL employees and community patrons:

- proper abatement procedures for both the removal of mold from the building as well as for the removal of hazardous materials (Asbestos) that may have been removed or disturbed in the building.
- a thorough cleaning of all library spaces and surfaces is completed, as recommended in the context of the October 24, 2019 Air Quality Report.
- completion of a follow up Air Quality test and submission of the documentation to the Board to support a safe and healthy work environment for employees and the public.

- the building and the Library are compliant with all Fire and Building Code regulations for a mixed occupancy facility. The Town/Owner will install and be responsible for any equipment needed for fire or safety purposes at their expense.
- during the period that the building is not compliant with Building or Fire code regulation, the owner and/or the Town assume responsibility for and replacement cost of any damage or loss of Essex County Library equipment, resources or furnishing.
- ECLB recognizes that residents have the right to smoke cigarettes, vaping devices and ingest/ inhale cannabis products within their own residential/ apartment areas. As the Library is a place of employment the Board requests that the Owner and Town put measures and barriers in place that will mitigate the risk of transfer of fumes or unhealthy chemicals/ agents into the Library space.

As the closure has an impact on the Essex County Library's ability to schedule staff and plan services within the community, the Board asks that the Town of Lakeshore provide written confirmation to the above by December 31, 2019.

After this date, if the Town of Lakeshore cannot ensure the Stoney Point facility is in operating condition, the Board would like to take into consideration and proceed with the removal of their equipment and resources to be re-allocated within our library system. Furthermore, the Board would commit to implement some of the following options as an expanded service delivery for the Town of Lakeshore.

- reallocate staffing hours within the Community Team of Lakeshore to support service delivery through the Lakeshore community at your Toldo, Libro and Comber branches.
- adjust hours at the Toldo Branch to better support community access to resources.
- investigate the delivery of library programs and services at alternate site locations.
- provide Mobile Outreach (2020) - the Essex County Library plans to implement the use of a mobile makerspace/ outreach vehicle to deliver programs and service to non-traditional library locations (parks, schools, community centres, community events, etc....)
- consider relocation of services to the Stoney Point community, preferably in a shared facility setting.
- consider alternative delivery methods of resources to the residents of Stoney Point.

These efforts would be to ensure there is not a 'net loss' of access to library services in Lakeshore as a whole or within the Essex County Library System.

If the Town can confirm and provide documentation for a safe work environment by December 31, 2019, the Essex County Library Board will commit to providing Library service at the Stoney Point branch until December 31, 2024. As of 2025, the Essex County Library Board will be responsible to ensure that all library facilities meet the accessibility regulations for a public/

municipal service as required by the Accessibility for Ontarians with Disabilities Act (AODA) to make Ontario services accessible by 2025. In order to address AODA compliance issues the Board will need a commitment from the Town of Lakeshore that they will renovate and upgrade any facility issues as identified by the Act. This includes but not limited to accessible washrooms, accessible door access, and accessible foyer/entranceway.

The Essex County Library Board remains committed to providing library service to the residents of the Town of Lakeshore. We recognize there is a relationship between the local municipality who owns or provides the facilities, and the Board who provides direction for the delivery of library services. As the Board continues to investigate alternatives to traditional library services, we remain mindful of the historical relevancy of the small community libraries. We would like to work with the Town to provide information and library service through a means that is fiscally responsible and still mindful of your community needs.

Sincerely,



Nelson Santos  
Chairman, Essex County Library Board

C: Robin Greenall, CEO/Chief Librarian, ECL  
Secretary/Treasurer ECLB

Truper McBride  
CAO/Town of Lakeshore

November 26, 2019

## ROMA and OGRA Discuss Future Opportunities

Representatives of the Ontario Good Roads Association (OGRA) met with the Rural Ontario Municipal Association Board on November 15, 2019 to discuss how the two organizations can collaborate in the future.

Both groups agreed to look for opportunities to work together on shared policy priorities that will support and strengthen Ontario's rural municipalities.

The discussion also covered the matter of joint conferences. It was agreed that it would make sense to revisit this conversation in the future, given current commitments of both ROMA and OGRA related to their individual conferences.

"We look forward to working with OGRA on ways to strengthen our collective advocacy," said ROMA Chair Allan Thompson. "Ontario's rural community faces a broad range of challenges and it is important to work with others to advance our goals. It's also critical to keep the spotlight on rural issues and ensure the sector has a strong and effective voice."

"The opportunity to have a constructive dialogue with ROMA reminded us that the strength of OGRA is directly linked with our ability to work with like-minded organizations like ROMA to advance the interests of our members," OGRA President, Rick Kester. "We are excited to continue this discussion".

A handwritten signature in black ink, appearing to read "Allan Thompson".

Allan Thompson  
ROMA Chair

A handwritten signature in black ink, appearing to read "Rick Kester".

Rick Kester  
President, OGRA



## Belle River-On the Lake Business Improvement Area

### BIA Board of Management Meeting Minutes Oct 7, 2019 at Noon Council Chambers, Town of Lakeshore

#### BIA Board Members

**Ward 4 Council Representative:** John Kerr

**Chairman:** Moe Mailloux, Moe Mailloux Financial Services Inc

**Vice Chair:** Laura Tremblay, National Bank

**Directors:** Jelena Adzic, Libro Credit Union, Rachelle Crevatin, La Belle Fromage, Sandy Pepper, The Treasure Nook, Shawn Sauve, RONA Sauvé's Home Centre, , Mike Sutton, Melady Funeral Home

**Associate Members:** Jay Coulter, Coulter Software Inc, , Derek Trepanier, Best Pest Control

**Facetime:** Tina Roy, Remax Preferred Realty Ltd

**Regrets:** Ray Tetreault, Tetreault valu mart, Julie Curtis, Community Support Centre, Lucille Soulliere, Active Living Chiropractic

**Absent:** Dale Sanger, New Life Assembly

#### BIA Coordinator

Janel Gagnier

#### U of W VIP

Julia Adamo, Double Major English and History Student

#### Lakeshore

Tammie Ryall, Director of Community & Development Services

#### Agenda Items

#1

Declaration Of Conflict of Interest: None

#2

**Adoption of Minutes of the BIA Board Meeting on September 9, 2019**

Shawn Moved and Sandy Seconded: That the minutes from the BIA Board Meeting of September be adopted as presented.

**Motion # 2019 – 23. All in favour. Motion Carried.**

#3

**Sunsplash Festival Update: July 9 – 12, 2020**

**Boat Ramp Closed during Sunsplash from Thursday to Monday for the K of C tent to be installed and removed. A possible relocation of the K of C Tent to marina parking lot to allow for the ramp to be open on Thursday and Monday may be considered. Sandbar Resort and Rochester Place can be contacted to ask permission to allow the public with boats to use their ramps that weekend with consideration of the room needed to park the trailers. Lakeshore should notify people who buy the boat ramp pass that the ramp will be closed on Sunsplash Weekend when the pass is purchased and then be reminded again by email.**

**Sunsplash Food Vendors: Hydro needs are not sufficient in the park for food vendors that currently attend. Public surveys say that residents and visitors would like to see more food options. With Lakeshore**

planning to renovate the waterfront in the near future a portable temporary solution for additional hydro is required rather than a permanent solution. Generators may need be rented that weekend with the costs transferred to the vendors.

#4

Stroll the Street Update: Next Event Thursday, Oct 31 Trick or Treat Walk

Friday, Nov 22 – Notre Dame Street Closed from First to Chisholm St  
2020 Dates May 8, June 19, Sept 18 and Nov 20 with Eight Block Road Closure

#5

New Business:

- a) 2020 Budget Planning – Shawn Moved and Rachel Seconded: That the BIA Board of Management approve the BIA Budget as discussed today. Motion # 2019 – 24 All in Favour. Motion Carried.
- b) 10 Seventeen Grand Opening on October 17<sup>th</sup> at 10am
- c) Holiday Dollars go on sale at Libro on Nov 12<sup>th</sup>. Laura motioned and Mike Seconded that the BIA Increase the Holiday Dollars to \$25,000. Motion # 2019 – 25 All in favour. Motion Carried.
- d) BIA Appreciation Dinner will be held on Tuesday, Oct 29 at the Legion
- e) Maximizing your Online Advertising and Digital Marketing Budget Tuesday, Nov 26 from 5pm to 9pm - Registration Required

#7

Next Meeting: November 4, 2019 in Council Chambers, Lakeshore Town Hall

Meeting Minutes  
Approved

Moe Mailloux  
Laura Tremblay

Dec 2/19

## THE CORPORATION OF THE TOWN OF LAKESHORE

### CHIEF ADMINISTRATIVE OFFICER

**TO:** Mayor and Members of Council  
**FROM:** Truper McBride, Chief Administrative Officer  
**DATE:** December 10, 2019  
**SUBJECT:** Major Accomplishments of 2019

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#### **RECOMMENDATION:**

It is recommended that:

1. Council receive the report for information of the Chief Administrative Officer entitled, *Major Accomplishments of 2019*, as presented at the December 10, 2019 Council meeting.

#### **BACKGROUND:**

This report aims to provide a summary of some of the great successes that Council and Administration have contributed to as a team. Lakeshore employees are dedicated to the betterment of the community and work hard to implement the vision of Council to make Lakeshore one of the best communities to live, work and play. Though not all accomplishments have been listed, this report provides an opportunity to celebrate the work of staff guided by Council's leadership and vision for Lakeshore.

#### **COMMENTS:**

Administration achieved many goals and objectives in 2019 as directed and supported by Council through the 2019 Budget, the Strategic Plan, the many master plans and studies.

The primary purpose of the Chief Administrative Officer is to ensure Council's priorities, goals and objectives are efficiently and effectively carried out. The following list is a summary of corporate achievements:

#### **Priority One: Sustainable Community Development**

- Lighthouse Cove Secondary Plan – held two open houses to present the findings of the technical studies.
- West Beach/Marina/Lakeview Park Plan – Submitted ICIP grant application to support the phasing build out of the park plan. Final engagement on this park plan to be completed in January and then proceeding to Council in February for final adoption.



- ATC Park Plan - further stakeholder engagement with Minor Soccer and Baseball is being scheduled. Park Concept Plans will be subsequently developed that will be used to support further engagement on this park in the new year.
- Wallace Woods Secondary Plan – Sub regional watershed plan now being finalized with intent to have the Plan finalized in 2020 to greenlight new development opportunities.
- Converted two transient docks to seasonal rentals
- Floating Dock replacements
- Optimist Park Playground replacement
- Playground accessibility improvements at Comber, Girard and River Downs Parks
- Maidstone Park Trail Replacement around new playground
- Johnson Park Pavillion Replacement
- Concrete path replacement – 11<sup>th</sup> to Royal Crescent
- Concrete walkway connecting to the Jetty
- Painting of Lakeview Park splash pad
- Atlas Tube Centre drainage improvements
- Accessible picnic tables and benches (6)
- Rubber surface replacement for the playground at Lakeview Park
- Placement of Trees (60) Benches (12) along the Atlas Tube Centre pathway
- Deep well garbage receptacles (8)
- Water Bottle fill station at the Libro Community Centre
- Generator at Fire Station 1 and 4
- Comber Medical Centre roof replacement
- Paving of the Comber Community Centre parking lot
- Roof repairs at the Comber Community Centre and Fire Station 3
- Earth Walk Trail "Carolinian Garden"

## **Priority Two: Roads and Infrastructure Investment**

- Design work underway for the Amy Croft infrastructure improvements with the hope of tendering some of this work early next year. All cost sharing agreements are now signed.
- Amy Croft Traffic Signal Improvements
- Notre Dame / West River Road Roundabout
- Completion of the Gracey Sideroad Watermain - \$15,000
- Lalonde St. Watermain Cast Iron Replacement - \$300,000
- Turbidity Meter Replacement Phase 1 (Stoney Point and Lakeshore Water Treatment Plants)
- Rourke Line Watermain Replacement - \$600,000
- Scada upgrade at Lakeshore Water Treatment Plant
- Stoney Point Water Treatment Clarifier Rehabilitation is underway and should be completed by Summer 2020 - \$1,000,000.
- Surface Treatment; Mariners Drive, Harbor Drive, Hawthorne Drive, Lakeshore Road 310
- Asphalt Mill and Pave; Wintermute Ave., Plant Drive, Kerr Crescent, Greenwood Crescent, Maple Street, Hale Street, Ball Street, Oakwood Ave., George Crescent, Terra Lou, Martin Drive, Park Street - \$1,112,000

- Supply and Place Gravel; Lakeshore Road 131, Lakeshore Road 308, Frontier Road, Creekside Road, Lakeshore Road 233, Lakeshore Road 235, North Middle Road
- Lakeshore Road 107 Rehabilitation (County Road 42 to North Rear Road)
- St. Peter St. Phase 2 (Chisholm to Eleventh) surface asphalt
- Notre Dame Street Improvements, Phase 4 (Eleventh Street to Duck Creek) Paving base coat, curbs have been poured, temporary asphalt sidewalks installed. The balance of the work will be completed in the Spring of 2020.

### **Priority Three: Shoreline Protection and Community Resilience**

- Shoreline Management Plan – held first open house to introduce the project to the public.
- Lighthouse Cove Secondary Plan is examining the long term vision and sustainability of the community.

### **Priority Four: Financial Sustainability**

- Council approved the 2020 Budget with a 2.5% tax rate increase with a significant increase to the Town's asset management and reserves.
- Investing in Canada Infrastructure Program: Rural and North Communities Funding Stream – to complete infrastructure improvements on Patillo Rd. (\$4.1 million).
- Upgrade budget software system to Questica
- Implementation of Paymentus for residents to pay online or in person with credit cards.
- Implementation of electronic bids and tenders system
- Commenced Background Study for the 2020 Development Charges By-law
- Successfully negotiated an increase to the Town's administrative services cost recovery for operation of the Lakeshore Dog Pound.

### **Priority Five: Organizational Excellence**

- Website Launch
- Service Delivery Review – Finalizing the work plan to undertake a systematic evaluation of mandatory and discretionary municipal services provided by the Town of Lakeshore to determine if they are being delivered in a cost effective and efficient manner.
- Appointment of an Integrity Commissioner
- Use of PlaceSpeak – location based citizen engagement platform, for consulting with the public and stakeholders.
- Implementation of Phase 1 of electronic agenda management system reducing resources required for agenda production and increasing in-house legal activities.
- Implementation of online recruiting system increasing efficiencies in the recruitment process and increasing recruitment tools.

- Continued emphasis on transparent governance by hosting 37 Council meetings to-date and facilitating the development of 135 Town by-laws and responding to 37 freedom of information requests.
- 85 employee recruitments
- Prepared 13 recruit firefighters to write their NFPA Firefighter I Certification in early 2020.
- Fire Prevention Week – staff visited 90 Junior Kindergarten to Grade 3 classes (approx. 2200 students and teachers) at schools in the municipality and spread the message of the importance of home fire escape planning and having working smoke alarms. The same message was shared through fire station open houses where families from the community attended. The overall attendance at the open houses this year was approximately 1200 people.
- Conducted 242 Fire Safety Inspections thus far having identified and corrected 750 Ontario Fire Code contraventions in all types of occupancies
- Fire Underwriters' Water Tanker Certification which is intended to help reduce residential insurance rates
- Demonstrated customer service excellence issuing 90 lottery licences, 74 death/burial certificates, 62 marriage licences, conducted 12 marriage ceremonies, issued 1,425 dog tags, 605 alarm registration and approximately 80 vehicle registrations / ownerships processed
- 2019 Wage subsidy and training subsidy grants in the amount of \$44,248 thus far (in comparison to \$26,566 in 2018)
- Implemented significant safety and accessibility improvements to the Lakeshore Dog Pound facility
- 2018 Safety Group rebate of \$11,531
- 2018 WSIB NEER rebate of \$15,000
- Only one lost time injury
- One hundred and thirty one (131) Development related applications

**OTHER CONSULTED:**

Senior Management Team.

**FINANCIAL IMPACTS:**

There are no financial impacts as a result of this report.

**Prepared and Submitted by**



Truper McBride  
Chief Administrative Officer

TM/dm

**THE CORPORATION OF THE TOWN OF LAKESHORE**  
**LEGISLATIVE AND LEGAL SERVICES**

**TO:** Mayor and Members of Council  
**FROM:** Kristen Newman, Director of Legislative & Legal Services  
**DATE:** December 5, 2019  
**SUBJECT:** Implications of Adoption of a Name Change By-law \* REVISED

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**RECOMMENDATION:**

It is recommended that:

The report of the Director of Legislative & Legal Services entitled, *Implications of Adoption of a Name Change By-law*, presented at the December 10, 2019 Council meeting be received for information.

**BACKGROUND:**

On October 22, 2019, the Council of The Corporation of the Town of Lakeshore passed resolution# 474-10-2019 which states:

The Council of the Corporation of the Town of Lakeshore directs Administration to bring forward a By-law to change the name of the Town of Lakeshore to the Municipality of Lakeshore and bring a report back on the matter to the December 10, 2019 Council meeting.

**COMMENTS:**

**History of the Current Name**

During the restructuring exercise led by the Province in the late 1990s, several Essex County municipalities were amalgamated and provided with an opportunity to change their names in the Restructuring Order dated November 19, 1997 (excerpt of the order attached as Appendix "A" to this report). At the time, the former municipalities of The Corporation of Lakeshore Township, The Corporation of the Township of Rochester, The Corporation of the Township of Tilbury North and The Corporation of the Township of Tilbury West were restructured and named "The Corporation of the Town of Lakeshore-Rochester-Tilbury North-Tilbury West".

As part of the Restructuring Order, the name of the new municipality could be changed upon a request (resolution) to the Ministry of Municipal Affairs and Housing by the transition board (if the request was made prior to January 1, 1999) or by the Council of the new municipality (if the request was made between January 1 and December 31, 1999).

In July of 1998, a flyer was distributed to residents in the area of the new municipal boundaries, requesting that the public submit suggested names for the new municipality by July 31, 1998. Minutes of the May 26, 1998 Transition Board state the following with respect to the approved flyer: "that there be no designation for the new municipality with respect to either Town or Township."

The minutes of the Transition Board dated after the survey deadline appear to have been destroyed. Administration has conducted a comprehensive search of its records and made inquiries elsewhere to locate the records but to no avail. The Ministry of Municipal Affairs and Housing advised that their copy of the records were destroyed in 2007 pursuant to the Province's records retention policy.

Ultimately, a Naming Order (attached as Appendix "B" to this report) was issued under the *Municipal Act* dated December 17, 1998, whereby the name of the municipality was ordered by the Province to be "The Corporation of the Town of Lakeshore".

### **Authority to Change a Name**

Section 187 of the *Municipal Act, 2001* (attached as Schedule "C" to this report) sets out the process by which a municipality can change its name. To change the name, Council is required to pass a by-law because Council exercises its powers by by-law (section 5 of the *Municipal Act, 2001*).

A name change has no effect on the municipality's status as a lower tier municipality and will not change the legal status of those communities that comprise the municipality. The communities within the Town currently do not have legal standing under the *Municipal Act, 2001* and this will not change with a name change. The name change only has the effect of changing the name of the municipality itself. Furthermore, changing the name will not affect the municipality's role, responsibilities or rights under the *Municipal Act, 2001* or any other legislation.

### **Notice regarding Name Change**

The *Municipal Act, 2001* contains only 1 requirement regarding notice of a name change. Once a by-law is passed to change the name, the municipality is required to promptly send a copy of the by-law to the Director of Titles appointed under the Land Titles Act and to the Minister of Municipal Affairs and Housing (subsection 187(3) of the *Municipal Act, 2001*). There is not a legislated requirement to conduct a public meeting in order to adopt a by-law to change the name of a municipality. Technically, Council having considered this issue at a public meeting does provide notice to the public that such a matter is being considered. However, Council is always at liberty to conduct further public consultation on matters and seek out the input of residents in keeping with the spirit of transparency and accountability.

If a name change were to occur though, Administration would be required to ensure that the notice of the name change is circulated widely to avoid confusion and to ensure that financial and legal transactions occur smoothly. As such, Administration anticipate staff committing several weeks of time to ensuring that the appropriate institutional accounts are changed to reflect the new name,

preparing advertisements notifying of the name change, issuing notices to vendors, service providers and other parties with which the Town has legal relationships to advise them of the name change and the continuation of the Town's legal obligations under the changed name. Administration anticipates approximately \$9,000 in advertising costs to advise of the name change which does not include postage.

### **Corporate Identity & Branding**

Because the Town of Lakeshore is a relatively new entity that is in the course of developing its own identity, a name change could have the result of confusing residents and stakeholders as to the implications of the name change. Anecdotally, Administration is hearing concerns associated with whether the name change is a change in Lakeshore's structure, whether municipal addresses will be affected and other concerns. However, it could also be argued that changing the name may correct a misnomer. Should Council decide to pursue a name change for the Town, Administration recommends that communications resources be allocated toward communicating a clear message regarding the implications of the name change to mitigate these types of concerns. Administration anticipates the cost to properly communicate this message would be approximately \$12,000.

Prior to embarking upon further consideration of a name change, Administration recommends that a public consultation process occur. This will permit Council an opportunity to collect organized public feedback through a transparent process and also help to clearly explain to the public what the implications of a name change will be.

In the event that that Administration conducted public engagement of this nature, communications materials would need to be developed. That cost would be approximately \$8,500 for design and printing for printed materials to be distributed to the public. To mitigate the costs of public engagement and engage as broadly as possible, the Town would conduct communication initiatives in person and through Placespeak as well.

#### **a) Social Media Handles**

Lakeshore's Facebook page is branded "Town of Lakeshore" and the electronic link is [www.facebook.com/TownofLakeshore/](http://www.facebook.com/TownofLakeshore/) as well as branded @TownofLakeshore. The text portion of the title can be revised to another name, however the electronic address cannot. Lakeshore Administration would need to create a new Facebook page with the approved name and then launch a media campaign to get individuals to 'Like' and 'Follow' the new Facebook page. In the interim, throughout the transition and into the future, Administration would be required to manage two Facebook pages. There is a risk that some individuals will not change to the new page and the Town could lose followers potentially reducing the effectiveness of communication.

#### **a) Social Media**

Lakeshore's Twitter page is also branded "Town of Lakeshore" with a similar electronic link [www.twitter.com/TownofLakeshore](http://www.twitter.com/TownofLakeshore) . In order to change, Administration will have to create a new page and launch a media campaign to encourage individuals to 'follow' the new

page. During this transition and for some time in the future, Administration will have to manage 2 accounts. Furthermore, other agencies use @TownofLakeshore to 'tag' Lakeshore on Twitter, linking the municipal account, growing the user base and increasing Lakeshore's exposure. Each of these users would have to be verified and reminded to use a different tag. There is a risk some individuals will not 'follow' the new page nor use the new electronic link to follow Lakeshore, thereby potentially decreasing communications effectiveness.

Lakeshore's website would require some changes to remove some references to the 'Town of Lakeshore', some of which may require programming by the website service provider. Other changes can be completed by Administration.

### ***b) Logo***

Lakeshore's logo (as designed in a rebranding exercise several years ago) includes "Lakeshore" only and states "Our Communities. Our Home". The logo would not require immediate change due to a name change.

### ***c) Crest (at right)***

Lakeshore's crest includes the language, "Town of/Ville de Lakeshore" and references an establishment date of 1999. This text would require revision to match the new name. It would cost \$1,500 to change the text. The crest is placed on Town Hall, the John George Water Treatment Plant and the Dennis St. Pierre Wastewater Treatment Plant. New crests would need to be constructed and installed on each building. There is non-financial cost that may be associated with a name change.



## **Physical Assets**

The following lists identifies the facility signage that would need to be changed to reflect a name change for the Town. The signage changes are estimated to cost approximately \$34,500.

### **Facilities**

- Fire Station #1 - \$2,500\*
- Fire Station #2 - \$2,500\*
- Fire Station #3 - \$2,500\*
- Fire Station #4 - \$2,500\*
- Fire Station #5 - \$2,500\*
- Comber Community Centre - \$2,500\*
- Town Hall - \$10,000\*
- Highway 77 Signage - \$1,500
- 401 Signage - \$5,000

\*These signs were all replaced within the last 3 years and therefore are considered relatively new.

## Parks

- Playground notification signs (23) - \$3,000

## Environmental Scan

Administration conducted an environmental scan of recent examples of municipal name changes in Ontario.

**Markham:** The Town of Markham changed its name to the City of Markham on May 29, 2012 as a result of a staff recommendation associated with branding the Town. This process included a staff report to the Town's General Committee, a public information session and a by-law to approve the name change. The staff report outlined a phased-in approach to replacing the assets of the corporation, such as replacement of signage over a 3-5 year period.

**Richmond Hill:** The Town of Richmond Hill voted to change its name to the City of Richmond Hill by way of a vote on a Member Motion on March 25, 2019. A by-law was subsequently passed at the April 9, 2019 Council meeting.

**Casselman:** The Village of Casselman changed its name to the Municipality of Casselman on July 9, 2019. Prior to the decision, Administration provided notice to the public of the potential change in order to explain the legality of the name change and to solicit feedback. Administration provided the results of the feedback to Council, who then made the decision to move forward with the name change.

## Direction for the Name

The Naming Order states that the name of the municipality is "The Corporation of the Town of Lakeshore". A name change could be accomplished by inserting "Municipality" in the place of "Town". By doing so, the name will be 16 syllables as opposed to 11 syllables. In the event that Council decides to adopt a name change by-law, Council may wish to consider a shorter name such as "Municipality of Lakeshore". This is an option that has been pursued by other municipalities. For example, the City of Toronto and City of Greater Sudbury do not include "The Corporation of..." in their names. From a legal perspective, there is no need to include "The Corporation of..." in the name—the inhabitants of the municipality are incorporated as a body corporate by virtue of section 4 of the *Municipal Act, 2001*.

## Timing of a Name Change

As described above, changing the name will require administrative resources to prepare for the change. Should Council decide to pursue the change of name, Administration recommends that the name change by-law come into force no earlier than January 1, 2021. This timeline would permit the staff to prepare for the changes arising from the name change, issue notices on websites, tag lines of emails and in other documents, and also coincide with new cheque orders in order to avoid duplicate expenses (a cheque order for the Town costs approximately \$2,900).



## **Options**

### ***Option to maintain the status quo***

Upon receiving this report, Council may decide not to proceed with the process to adopt a by-law to change the name of the Town. Council would not be required to take any further action and a resolution would not be required.

### ***Option to Explore a Name Change with Consultation***

If Council wishes to proceed with considering a name change with public consultation, then Council may wish to pass a resolution directing as follows:

Administration conduct a public engagement exercise to collect feedback regarding a change of the Town's name from "The Corporation of the Town of Lakeshore" to "Municipality of Lakeshore".

### ***Option To Adopt a By-law***

If Council wishes to proceed with the process to adopt a by-law in the immediate future, Administration would recommend that Council pass the following resolution:

Administration draft a by-law to adopt a change of name from "The Corporation of the Town of Lakeshore" to "Municipality of Lakeshore" which shall come into force on January 1, 2021 which shall be considered at the January 14, 2020 Council meeting.

## **OTHERS CONSULTED:**

Manager of Legislative Services  
Manager of Communications & Strategic Initiatives  
Manager of Public Works  
Director of Engineering & Infrastructure Services  
Director of Community & Development Services  
Director of Finance  
Ministry of Municipal Affairs and Housing, Municipal Advisor

**FINANCIAL IMPACTS:**

Administration anticipate the financial cost of a name change to be approximately \$57,000 as follows:

Signage: \$34,500

Legal/Financial advertising/notices: \$9,000

Communications Initiative: \$12,000

Crest: \$1,500

**Total: \$57,000**

With additional consultation/engagement of \$8,500 prior to deciding name change the cost is estimated to be \$65,500.

If the Town adopts the name change immediately, the Town would be required to incur an additional \$2,900 for replacement of the Town's cheque supply.


These expenses are currently unbudgeted and Administration would require Council direction to fund these expenses from the contingency reserve.

Finally, should the Town decide to proceed with the name change there would be a cost in terms of staff time which is estimated to be several weeks.

**Prepared by:**

  
\_\_\_\_\_  
Kristen Newman  
Director of Legislative & Legal Services

**Reviewed and submitted by:**

  
\_\_\_\_\_  
Truper McBride  
Chief Administrative Officer

Attachment(s): Schedule "A" – Restructuring Order dated November 19, 1997  
Schedule "B" – Naming Order dated December 17, 1998  
Schedule "C" – *Municipal Act, 2001*, s. 187

**SCHEDULE A**

**ORDER MADE UNDER  
THE MUNICIPAL ACT R.S.O. 1990 c.M.45**

**COUNTY OF ESSEX  
TOWN OF AMHERSTBURG, TOWN OF BELLE RIVER, TOWN OF ESSEX  
TOWN OF HARROW, TOWN OF KINGSVILLE, TOWN OF LASALLE  
TOWN OF LEAMINGTON, TOWN OF TECUMSEH  
VILLAGE OF ST. CLAIR BEACH, TOWNSHIP OF ANDERDON  
TOWNSHIP OF COLCHESTER NORTH, TOWNSHIP OF COLCHESTER SOUTH  
TOWNSHIP OF GOSFIELD NORTH, TOWNSHIP OF GOSFIELD SOUTH  
TOWNSHIP OF MAIDSTONE, TOWNSHIP OF MALDEN, TOWNSHIP OF MERSEA  
TOWNSHIP OF ROCHESTER, TOWNSHIP OF SANDWICH SOUTH  
TOWNSHIP OF TILBURY NORTH, TOWNSHIP OF TILBURY WEST**

**DEFINITIONS**

1. In this Order,

**"County" means The Corporation of the County of Essex;**

**"former municipalities" means The Corporation of the Town of Essex, The Corporation of the Town of Harrow, The Corporation of the Town of Kingsville, The Corporation of the Town of Leamington, The Corporation of the Town of Tecumseh, The Corporation of the Village of St. Clair Beach, The Corporation of the Township of Colchester North, The Corporation of the Township of Colchester South, The Corporation of the Township of Gosfield North, The Corporation of the Township of Gosfield South, The Corporation of Lakeshore Township, The Corporation of the Township of Mersea, The Corporation of the Township of Rochester, The Corporation of the Township of Sandwich South, The Corporation of the Township of Tilbury North and The Corporation of the Township of Tilbury West as they exist on December 31, 1998;**

**"former Police Village of Comber" means the Police Village of Comber as it exists on December 31, 1998;**

**"former Town of Belle River" means The Corporation of the Town of Belle River as it exists on December 31, 1997;**

**"former Township of Anderdon" means The Corporation of the Township of Anderdon as it exists on December 31, 1997;**

**"former Township of Maidstone" means The Corporation of the Township of Maidstone as it exists on December 31, 1997;**

**"former Township of Malden"** means The Corporation of the Township of Malden as it exists on December 31, 1997;

**"new municipalities"** means The Corporation of the Town of Colchester-Essex-Harrow, The Corporation of the Town of Kingsville/Gosfield, The Corporation of the Town of Lakeshore-Rochester-Tilbury North-Tilbury West, The Corporation of the Town of Leamington and The Corporation of the Town of Sandwich South-Tecumseh-St. Clair Beach as established on January 1, 1999, under this Order;

**"Town of Amherstburg"** means The Corporation of the Town of Amherstburg as it exists on December 31, 1998; and

**"Town of Lasalle"** means The Corporation of the Town of Lasalle as it exists on December 31, 1998.

#### **MUNICIPAL RESTRUCTURING**

2. (1) On January 1, 1999, The Corporation of the Town of Essex, The Corporation of the Town of Harrow, The Corporation of the Township of Colchester North and The Corporation of the Township of Colchester South are amalgamated as a town under the name of "The Corporation of the Town of Colchester-Essex-Harrow".

(2) On January 1, 1999, The Corporation of the Town of Kingsville, The Corporation of the Township of Gosfield North and The Corporation of the Township of Gosfield South are amalgamated as a town under the name of "The Corporation of the Town of Kingsville/Gosfield".

(3) On January 1, 1999, The Corporation of Lakeshore Township, The Corporation of the Township of Rochester, The Corporation of the Township of Tilbury North and The Corporation of the Township of Tilbury West are amalgamated as a town under the name "The Corporation of the Town of "Lakeshore-Rochester-Tilbury North-Tilbury West".

(4) On January 1, 1999, The Corporation of the Town of Leamington and The Corporation of the Township of Mersea are amalgamated as a town under the name "The Corporation of the Town of Leamington".

(5) On January 1, 1999, The Corporation of the Town of Tecumseh, The Corporation of the Village of St. Clair Beach and The Corporation of the Township of Sandwich South are amalgamated as a town under the name "The Corporation of the Town of Sandwich South-Tecumseh-St. Clair Beach".

## NAME CHANGE

3. The names of the new municipalities as set out in this Order may be changed upon a request (resolution) to the Minister of Municipal Affairs and Housing made,

- (a) prior to January 1, 1999, by the transition boards established for each of the former municipalities under subsections 82(1), 83(1), 84(1), 85(1) and 86(1); and
- (b) between January 1 and December 31, 1999, by the councils of new municipalities established under section 2.

## WARDS

4. Effective January 1, 1999, all wards in the former municipalities are dissolved.

5. (1) Effective January 1, 1999, the new Town of Colchester-Essex-Harrow shall be divided into four wards as set out in this section.

(2) Ward one shall be composed of land that composed the former Town of Essex.

(3) Ward two shall be composed of land that composed the former Township of Colchester North.

(4) Ward three shall be composed of land that composed the former Township of Colchester South.

(5) Ward four shall be composed of land that composed the former Town of Harrow.

6. (1) Effective January 1, 1999, the new Town of Kingsville/Gosfield shall be divided into three wards as set out in this section.

(2) Ward one shall be composed of land that composed the former Township of Gosfield North.

(3) Ward two shall be composed of land that composed the former Township of Gosfield South.

(4) Ward three shall be composed of land that composed the former Town of Kingsville.

**ORDER MADE UNDER  
THE MUNICIPAL ACT R.S.O. 1990, c. M. 45**

**COUNTY OF ESSEX**

**Change of Name for the Town of Essex, Town of Harrow, Township of Colchester North,  
and Township of Colchester South**

**Change of Name for Lakeshore Township, the Township of Rochester, Township of  
Tilbury North, Township of Tilbury West**

**Change of Name for the Town of Tecumseh, Village of St. Clair Beach, and  
Township of Sandwich South**

- 1.(1) Subsection 2(1) of the Order of the Minister of Municipal Affairs and Housing dated the 18<sup>th</sup> day of November, 1997, as published in the Ontario Gazette on December 6, 1997, is amended by deleting in line 5 "The Corporation of the Town of Colchester-Essex-Harrow" and replacing it with "The Corporation of the Town of Essex".
- (2) Subsection 2(3) of the Order of the Minister of Municipal Affairs and Housing dated the 18<sup>th</sup> day of November, 1997, as published in the Ontario Gazette on December 6, 1997, is amended by deleting in lines 4, 5, and 6 "The Corporation of the Town of Lakeshore-Rochester-Tilbury North-Tilbury West" and replacing it with "The Corporation of the Town of Lakeshore".
- (3) Subsection 2(5) of the Order of the Minister of Municipal Affairs and Housing dated the 18<sup>th</sup> day of November, 1997, as published in the Ontario Gazette on December 6, 1997, is amended by deleting in lines 4 and 5 "The Corporation of the Town of Sandwich South-Tecumseh-St. Clair Beach" and replacing it with "The Corporation of the Town of Tecumseh".

  
Minister of Municipal Affairs and Housing

Dated at Toronto on DECEMBER 17, 1998

## Schedule C

### Excerpt of Municipal Act, 2001

## CHANGE OF NAME

### **Change of name**

**187** (1) Without limiting sections 9, 10 and 11, those sections authorize a municipality to change its name so long as the new name is not the same as the name of another municipality. 2006, c. 32, Sched. A, s. 85.

### **Conflict**

(2) In the event of a conflict between a by-law described in subsection (1) and any provision of this or any other Act or any regulation made under any other Act, the by-law prevails. 2006, c. 32, Sched. A, s. 85.

### **Notification**

(3) A municipality that passes a by-law changing its name shall send a copy of the by-law to the Director of Titles appointed under the *Land Titles Act* and to the Minister promptly after its passage. 2001, c. 25, s. 187 (3).

### **Status unchanged**

(4) A by-law changing the name of a municipality does not affect the status of a municipality as an upper-tier municipality, a lower-tier municipality or a single-tier municipality, as the case may be. 2001, c. 25, s. 187 (4).

### **Rights, obligations not affected**

(5) A change in the name of a municipality does not affect its rights or obligations. 2001, c. 25, s. 187 (5).

### **Section Amendments with date in force (d/m/y)**

**TOWN OF LAKESHORE**  
**COMMUNITY AND DEVELOPMENT SERVICES**  
**DEVELOPMENT SERVICES DIVISION**

**TO:** Mayor and Members of Council  
**FROM:** Kim Darroch, Manager of Development Services  
Ian Search, Planner Level 1  
**DATE:** November 19, 2019  
**SUBJECT:** Cannabis Retail Stores

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**RECOMMENDATION:**

It is recommended that:

1. Council receive this staff report for information.

**BACKGROUND:**

In 2018, the provincial government announced that municipalities could “opt out” of allowing privately licensed cannabis retail stores within their communities and retain the ability to “opt in” at a later date. Under the *Cannabis Licence Act, 2018*, a decision by a municipality to allow cannabis retail stores is final and may not be subsequently reversed.

On December 11, 2018 Council delegated authority to the Town Clerk to inform the Alcohol and Gaming Commission of Ontario (AGCO) Registrar and the Province of Ontario that the Town of Lakeshore wished to “opt out” of enabling cannabis retail stores. The decision was made on the basis of a “wait and watch approach” to give staff the opportunity to engage Lakeshore residents, local businesses, and other host municipalities on this topic.

On July 16<sup>th</sup>, 2019 Council adopted a proposed public engagement strategy consisting of various initiatives that have since been executed by staff:

- 1) Online Survey / Digital Engagement: An on-line survey was published on Place Speak and advertised in local newspapers and through other media releases.
- 2) Public Information Session: Town staff hosted a public information session, providing background information on provincial legislation and regulations respecting Private Recreational Cannabis Retail Stores, and opportunity for public input and comment. Written comments were submitted during the public information session.



- 3) External Agency Review: Staff solicited input from municipalities hosting cannabis retail stores and external agencies on the subject matter.
- 4) Municipal Cannabis Policy Statement: A draft Municipal Cannabis Policy Statement was developed by staff and reviewed by the Windsor-Essex County Health Unit to provide necessary input for future cannabis retail site applications if permitted in Lakeshore.

The purpose of the policy is to:

- Set out locally sensitive uses (in addition to schools under the Ontario Education Act) with respect to the location of retail cannabis stores that the municipality would want considered by the AGCO;
- Provide municipal staff a framework on which to base written submissions to AGCO during the 15 day comment window. This window affords staff and residents the opportunity to explain how a proposed cannabis retail site is not in the public interest; and
- Assist individuals and businesses who are planning to make an application to the AGCO to operate a store, to understand the where the Town's sensitive land uses are, in relation to retail zones, understanding, however, that all licensing is the sole responsibility of the AGCO.

The results from each public engagement initiative are summarized below. A copy of the Municipal Cannabis Policy Statement and results from the survey on Place Speak have been provided as attachments to this report (See Appendix 1 and 2).

If Council decides to "opt in" to legal cannabis sales, it is recommended that Council engage the public regarding the draft Municipal Cannabis Policy Statement via a second public information session.

## **COMMENTS:**

### **Online Survey / Digital Engagement**

Town staff advertised an online survey and poll to solicit views from the public. On August 23, 2019 the topic went live on the digital engagement tool Place Speak. The poll simply asked respondents if they wanted the sale of recreational cannabis in Lakeshore. 142 people who reside in Lakeshore have responded to this poll as of December 4, 2019. Among them, 85 answered yes, 55 answered no, and two indicated that they were undecided (See Appendix 2).

The online survey asked respondents several questions and provided them with the opportunity to elaborate on their answers via written response. Some of the survey questions included:

- Do you want the private retail sale of cannabis in Lakeshore? Why or why not?
- How likely are you to buy retail cannabis at a private store?
- Do you have any concerns with the retail sales of cannabis in Lakeshore?

The results from the survey featured on Place Speak, including the written responses.

#### Public Information Session

On November 4<sup>th</sup>, 2019 town staff hosted a Public Information Session at the Atlas Tube Centre. The purpose was to present information to the public on the cannabis sales licensing process, including retail store authorization, and provide an opportunity for the public to provide their comments and concerns directly to staff.

Twenty people attended the open house. Staff noticed that about half of those who attended were in opposition to the idea of permitting retail cannabis stores in the Town. They raised concerns that the stores will reduce property values, increase crime and increase accessibility to a harmful product. The other half who attended the open house were in favour of council opting in. Those individuals described the benefits of cannabis use to staff and raised the importance of personal liberty on these matters.

#### External Municipality and Agency Review

Although there are no local examples in Essex County to draw from, the City of Windsor Police *“would like to remind the public that, although recreational cannabis is legal across Canada, the City of Windsor does not yet have a legal brick-and-mortar cannabis store in operation. Pot can only be legally purchased at a licenced retail store, or online at the Ontario Cannabis Store website.”* The City of Windsor has however raided several illegal pot dispensaries.

Eleven municipalities hosting recreational cannabis retail stores in Ontario were asked if their By-law Departments had received any issues or complaints from residents regarding these stores. None of the municipalities could identify a single complaint directly related to the cannabis retail stores in their communities. While the City of Oshawa did receive a complaint with respect to parking and fire route access at a cannabis retail store property, the store itself is located in a commercial plaza, so the by-law complaints could not be attributed to the store specifically.

Staff at the City of Kingston note that they have not received complaints about the stores themselves, but have received complaints about residents growing cannabis in their yards and smoking cannabis in areas where smoking is prohibited.

#### The City of Windsor

The Windsor Essex-County Health Unit (WECHU) recommends municipalities opt-out of permitting private recreational cannabis stores given the current regulatory model which limits land use control at the local level. WECHU states that without restrictions on density, clustering of cannabis retailers may result in increased access, consumption, and increased risk for chronic disease, mental illness, and injury. Moreover, cannabis smoke

contains many of the same carcinogens, toxins, and irritants found in tobacco smoke with the added psychoactive properties of cannabinoids like THC. The Health Unit is recommending that cannabis-related businesses be no less than 500 metres from any school, library, park, recreational centre or youth serving facility, addiction, mental health facility, hospital, place of worship, alcohol, tobacco or any other cannabis-related business.

Essex-Windsor Emergency Medical Services (EMS) received 623 cannabis –related paramedic calls in 2018. 171 of those calls were received after recreational cannabis was legalized on October 17, 2018. This means Essex-Windsor EMS saw a 30% increase in cannabis related calls post legalization for 2018. Whether or not the presence of private recreational cannabis retail stores in Essex-Windsor will contribute to the rise in cannabis-related paramedic calls has yet to be determined.

### Cannabis Policy Statement

As a mechanism to provide input on proposed store licenses, municipalities can develop a Municipal Cannabis Policy Statement which will offer feedback to AGCO on all cannabis retail site applications. A draft Cannabis Policy Statement was developed using a template provided by the Association of Municipalities Ontario (AMO). Policy statements were reviewed from municipalities that have already made the decision to permit private recreational cannabis retail stores. WECHU recommended revisions to the draft policy after it was sent to them for review, favouring larger setbacks of at least 500 metres from sensitive land uses.

In addition to the 150 metre separation distance from schools imposed by AGCO, the draft policy statement requests that the Registrar for the AGCO respect additional separation distances from community centres, daycares, parks and libraries. These land uses, and their recommended separation distances, were included in the draft policy to discourage AGCO from approving recreational cannabis stores next to sensitive land uses designed to serve vulnerable populations such as youth.

An interactive map was created to accompany the draft policy and will be featured on the town website (See Appendix 1, Schedule A of the draft Municipal Cannabis Policy Statement). It illustrates the recommended buffers from sensitive land uses in the draft policy, in relation to where a cannabis retail store could be developed.

Staff believe it imperative to include these land uses in the policy statement as the Town will not have the authority to pass a by-law that has the effect of distinguishing between a use of land, a building or a structure that includes the sale of cannabis and a use of land, a building or a structure that does not include the sale of cannabis. Cannabis retail stores would fall as a use under retail zoning and be permitted wherever retail stores are permitted in Lakeshore.

### Update on the Lottery System

On December 13, 2018, the Government of Ontario announced that a temporary cap of 25 Retail Store Authorizations would be imposed while cannabis supply stabilizes. On July 3, 2019 the Government announced that an additional 50 cannabis retail stores will be permitted across Ontario. The first set of stores were meant to open on April 1, but several operators missed that deadline. The latest lottery means the number of pot shops allowed in Ontario will rise to 75. They will be allowed to open in any municipality regardless of population, if the community did not opt out of having cannabis stores. Eight stores will be located on First Nations reserves and are being approved through a separate process.

Recent reports in the media have indicated that the lottery system maybe eliminated. In speaking with the AGCO, they acknowledged that there have been comments made about scraping the lottery in the media, but nothing has been confirmed to date to the AGCO. Any announcements on further lotteries, have not yet been confirmed.

### Options to Consider

1. If Council decides to continue to “opt out” of legal cannabis retail sales, no direction to staff is required; or,
2. If Council decides to “opt in” to legal cannabis sales, direct staff to do undertake the following:
  - a. engage public comments regarding the attached Municipal Cannabis Policy Statement;
  - b. bring forward a by-law to delegate to the Town Clerk and/or the Director of Community and Developments Services, the authority to provide municipal comments on Cannabis Retail Store Authorization requests to the AGCO, in accordance with the Municipal Cannabis Policy Statement;
  - c. bring forward a by-law to adopt the Municipal Cannabis Policy Statement; and
  - d. the Town Clerk inform the Alcohol and Gaming Commission of Ontario (AGCO) Registrar and the Province of Ontario that the Town of Lakeshore wishes to “opt in” of enabling cannabis retail stores.

### OTHERS CONSULTED:

Windsor Essex County Health Unit (WECHU)  
Association of Municipalities of Ontario (AMO)

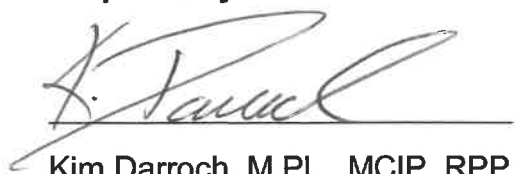
Essex-Windsor Emergency Medical Services (EMS)  
Host Municipalities (Police, By-law Departments, Planning Departments)  
Public (Town of Lakeshore)  
Alcohol and Gaming Commission of Ontario (AGCO)  
Health Canada

### **FINANCIAL IMPACTS:**

Staff will monitor any updates on any further funding announcements for municipalities that would now like to opt in, after opting out initially, through the Ontario Cannabis Legalization Implementation Fund (OCLIF) and will monitor any further announcements on the possibility of further retail store authorizations by the AGCO, as available funding has been allocated to municipalities, in accordance with the following:


- *“The Minister of Finance, in August of 2018, provided municipalities with an update on the OCLIF which was announced in 2018 as a \$40 million initiative over two years to help municipalities with the implementation costs of recreational cannabis legalization. In early 2019, the government provided municipalities with \$30 million in OCLIF funding, and \$10 million was set aside to address costs from unforeseen circumstances related to the legalization of recreational cannabis, for which priority would be given to municipalities that did not opt-out of hosting cannabis retail stores (See Appendix 3).*
- *If Ontario's portion of the federal excise duty on recreational cannabis over the first two years of legalization exceeds \$100 million, the province will provide 50 per cent of the surplus only to municipalities that did not opt-out of hosting private retail stores as of January 22, 2019.*
- *Municipalities must use their OCLIF funding to address the implementation costs that directly relate to the legalization of recreational cannabis.*
- *Lower-tier and upper-tier municipalities received a 50/50 split of the allocations made on a per household basis. Decisions to adjust the split in allocation and transfer funding can be made at the local level as needed. In the second and third payments, upper-tier municipalities received funding in relation to opt-out decisions made by the lower-tier municipality. If a lower tier municipality opted-out, the upper tier municipality did not receive funding on a per household basis in relation to that municipality.”*

**Prepared by:**



Kim Darroch, M.P.L., MCIP, RPP  
Manager of Development Services

**Prepared by:**



Ian Search  
Planner Level 1

**Reviewed by:**

Tammie Ryall

Tammie Ryall, MCIP, RPP  
Director of Community and Development Services

**Submitted by:**



Truper McBride, MPlan, MCIP, RPP  
Chief Administrative Officer

**Appendix(s)**

- '1' – Draft Municipal Cannabis Policy Statement
- '2' – Place Speak Survey
- '3' - Ontario Cannabis Legalization Implementation Fund — OCLIF Allocation Table

## **Appendix 1 Cannabis Policy Statement**

### **Background:**

Bill C-45, the Cannabis Act came into effect on October 17, 2018. The Act legalizes access to recreational cannabis in Canada and controls and regulates how cannabis is grown, distributed and sold. In Ontario, the Cannabis Licence Act, 2018 and Ontario Regulation 468/18 provide the Registrar of the Alcohol and Gaming Commission of Ontario (AGCO) with the authority to establish standards and requirements respecting the licensing of retail cannabis stores.

### **Purpose & Vision**

AGCO is the provincial authority that licenses cannabis retail operators, authorizes cannabis retail locations and licenses senior store staff. Municipal governments have no licensing authority.

The AGCO regulates and reviews all aspects of the retail operation to ensure that the proposed store location is consistent with the public interest. Public interest is defined in the regulations (O. Reg. 468/18) as public health or safety, protecting youth and eliminating the illegal market. AGCO has already mandated a 150 metre setback from schools where no retail cannabis store would be permitted to be located.

For each store site proposed by an approved operator, the AGCO will have a 15-day window for public and municipal government comments. Comments must focus on whether a proposed location is in the public interest as defined in the regulation. AGCO is not obligated to reject a store licence where public or municipal government comments are unsupportive of a proposed location.

On xxxx Council made the decision to allow retail sales of recreational cannabis in the Town of Lakeshore. This policy statement provides municipal staff with guidance on commenting to AGCO when notice on a specific proposed cannabis retail store site is provided on the site location. It also helps prospective recreational cannabis retailers in their consideration of location of cannabis retail stores in the Town of Lakeshore.

### **Principles for Cannabis Retail Store Locations:**

#### **Relationship to Other Applicable Law:**

- **Land Use Planning:** The provincial licensing process does not remove the requirement to comply with the zoning by-law and other municipal planning documents. The definitions within the municipality's Official Plan and Zoning By-law are applicable to all retail, including cannabis retail stores. Retail sale of cannabis from a provincially licensed store is legal and is a permitted use in the retail zones.
- **Municipal Building Inspections:** while the licencing of the store operation is the responsibility of the AGCO, the Building Code applies to cannabis retail store locations.

Therefore, where a building permit is required, the building inspector will undertake duties as usual. Fire Code compliance is also mandatory.

For the purposes of this policy statement, a cannabis retail store shall mean a store licensed by the AGCO.

1. The Town of Lakeshore acknowledges that retail cannabis stores are a permitted use in areas zoned for retail stores within the Town's Zoning By-law, 2-2012, as amended. Lakeshore Zoning By-law 2-2012 permits retail uses in the: Hamlet Commercial (HC), Service Commercial (CS), Central Area (CA), Neighbourhood Commercial (CN) and Mixed Use (MU) zones. Retail is a permitted use in some site specific zones as well.

## 2. Cannabis Retail Stores and Sensitive activities:

In order to help ensure public health and safety, protect youth, and reduce illegal sales, retail cannabis stores are discouraged where nearby properties are designed to serve youth or other sensitive facilities that service persons with mental health or addiction challenges. The following table provides separation distances from land uses that Council has identified as sensitive. It is the Town's position that the Registrar for the AGCO respect these separation distances when authorizing cannabis retail locations:

<b>Community Centres/Facilities</b>	<b>Separation (Metres)</b>	<b>Distance</b>	<b>Reference # on Schedule A</b>
Belle River Marina	100		1
Atlas Tube Centre	100		2
Comber Community Centre and Fairgrounds	100		3
Libro Community Centre and Library	100		4
<b>Schools and Daycares</b>	<b>Separation (Metres)</b>	<b>Distance</b>	<b>Reference # on Schedule A</b>
Your Wooden Treehouse (daycare centre)	150		5
Alexander's Daycare Centre – Lakeshore	150		6
The Children's House Montessori - Lakeshore	150		7
Lakeshore Ontario Early Years Centre	150		8
Lakeshore Discovery School	150		8
St. Anne Catholic High School	150		9
St William Catholic Elementary School	150		10
Our Lady of Annunciation School	150		11

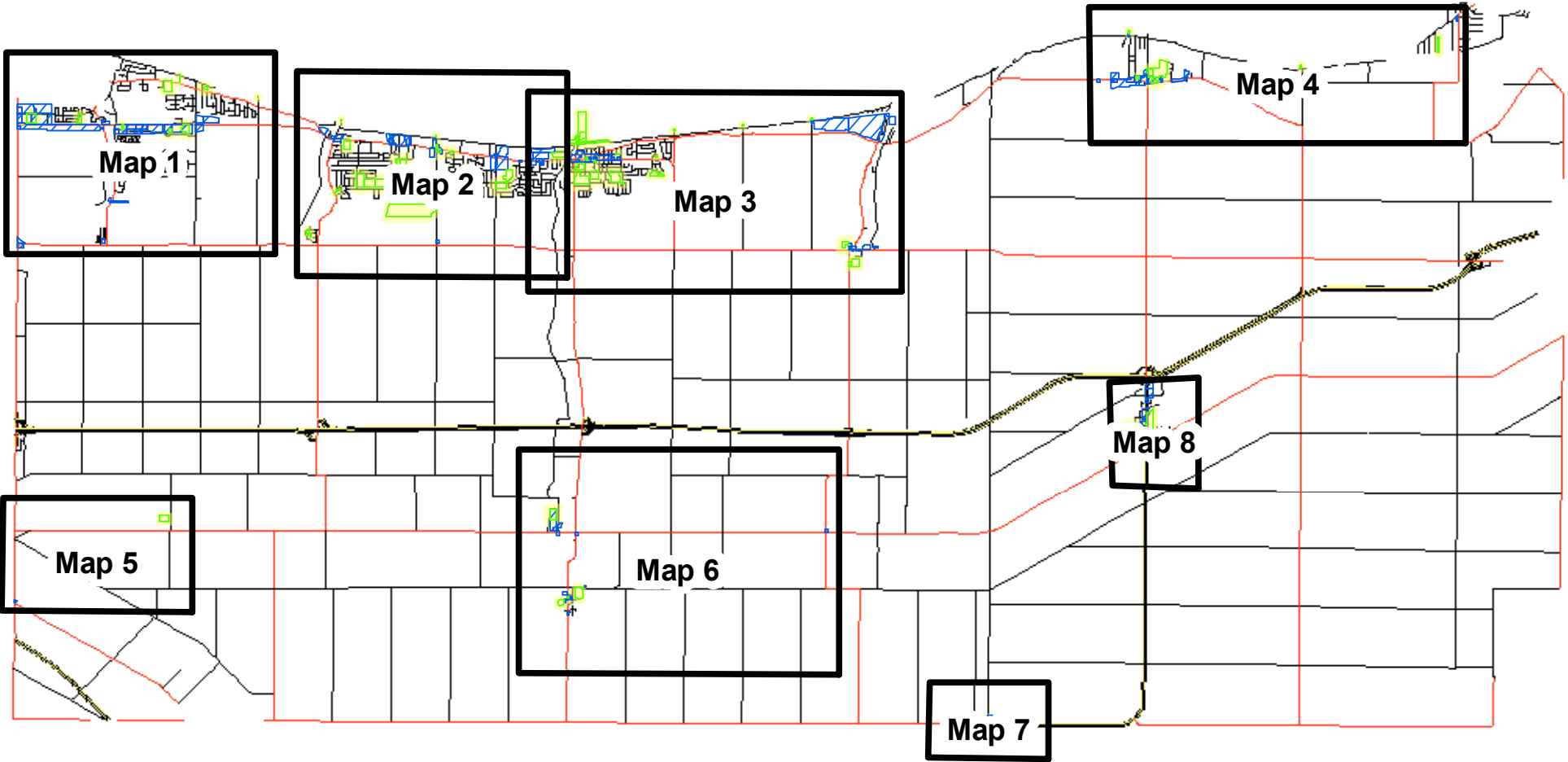


École Élémentaire catholique Pavillon des Jeunes	150	12
École élémentaire catholique Saint-Ambroise	150	13
École élémentaire catholique Saint-Paul	150	14
Belle River District High School	150	15
St John the Baptist Catholic School	150	16
Belle River Public School	150	17
Saint John the Evangelist Catholic School	150	18
Centennial Central Public School	150	19
310 Croft Drive (Commercial School)	150	20
1303 County Road 22 (Commercial School)	150	21
1302 County Road 22 (Commercial School)	150	22
1203 Faith Drive (Commercial School)	150	23
540 Notre Dame Street (Commercial School)	150	24
540 Old Tecumseh Road (Commercial School)	150	25
21 Amy Croft Drive (Commercial School)	150	26
486 Advance Blvd (Commercial School)	150	27
2548 County Road 27 (Commercial School)	150	28
<b>Parks</b>	<b>Separation (Metres)</b>	<b>Distance</b>
Centennial Park	100	29
Duck Creek Park	100	30
Geralyn Tellier – Perdu Memorial Park	100	31
Girard Park	100	32
Golfview Drive Lakefront Parkette	100	33
Gracey Sideroad Lakefront Parkette	100	34
Helena Park	100	35
Johnson Riverview Park	100	36

Ladouceur/Lions Park	100	37
Lakeview Park	100	38
Lakeview Park West Beach	100	39
Leffler Peace Park	100	40
Legion Park	100	41
Lighthouse Cove Community Park	100	42
Maidstone Park	100	43
Oakwood Park	100	44
Optimist Park	100	45
Puce Road Lakefront Parkette	100	46
Renaud Line Lakefront Parkette	100	47
River Downs Park	100	48
River Ridge Park	100	49
Russel Woods Parkette	100	50
Shanahan Park	100	51
Staples Community Park	100	52
St Clair Shores Park	100	53
Stoney Point Park	100	54
Stoney Point Lakefront Parkette	100	55
Strong Lakefront Parkette	100	56
Stuart Lakefront Parkette	100	57
Terra Lou Park	100	58
Wallace Line Lakefront Parkette	100	59
Woodslee Memorial Park	100	60
<b>Libraries</b>	<b>Separation (Metres)</b>	<b>Distance Reference # on Schedule A</b>
Comber Library	100	61
Stoney Point Library	100	62
Toldo Library	100	2

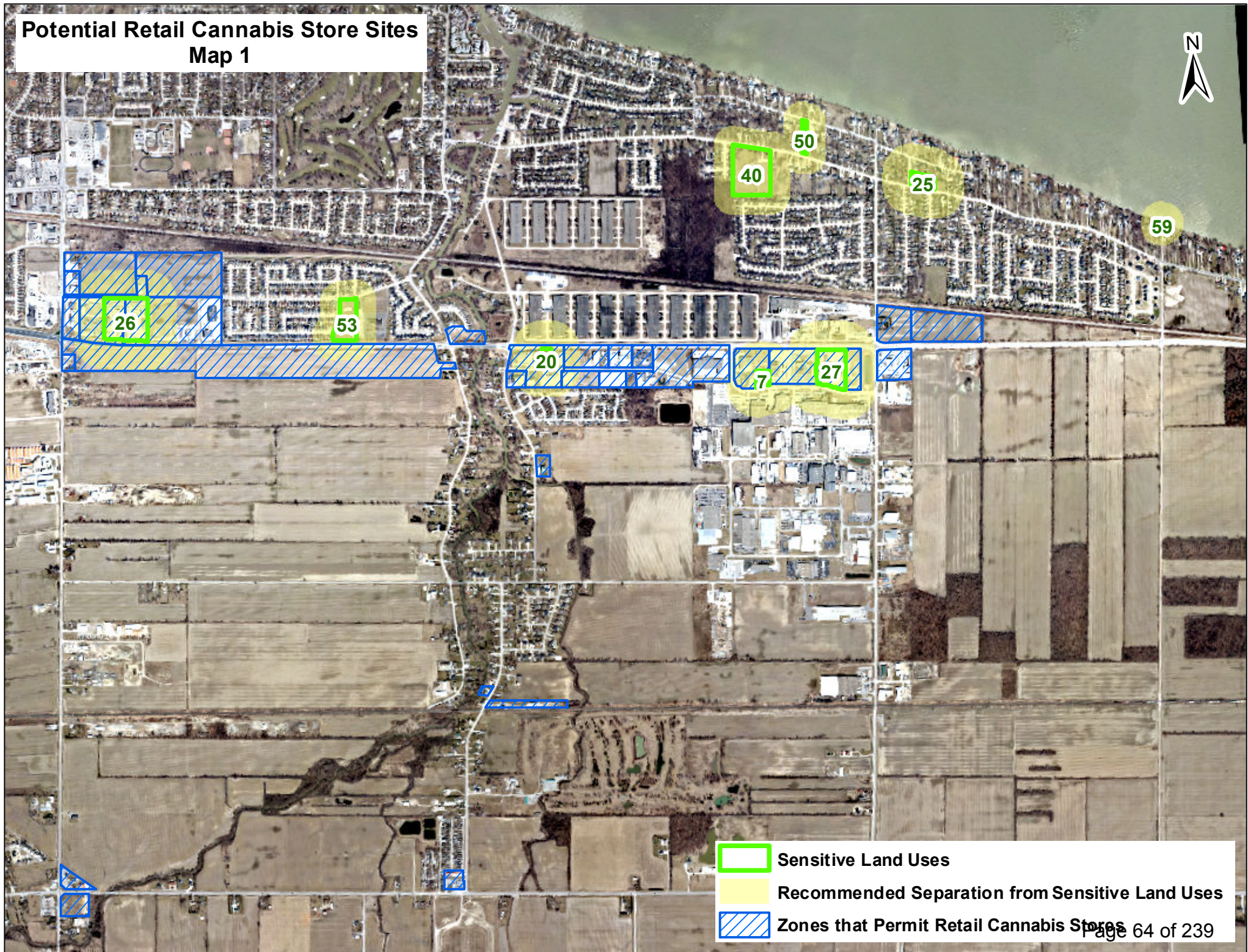
3. Schedule A identifies each sensitive facility and its separation distance listed in Section 2.

Potential Retail Cannabis Store Site  
Overview



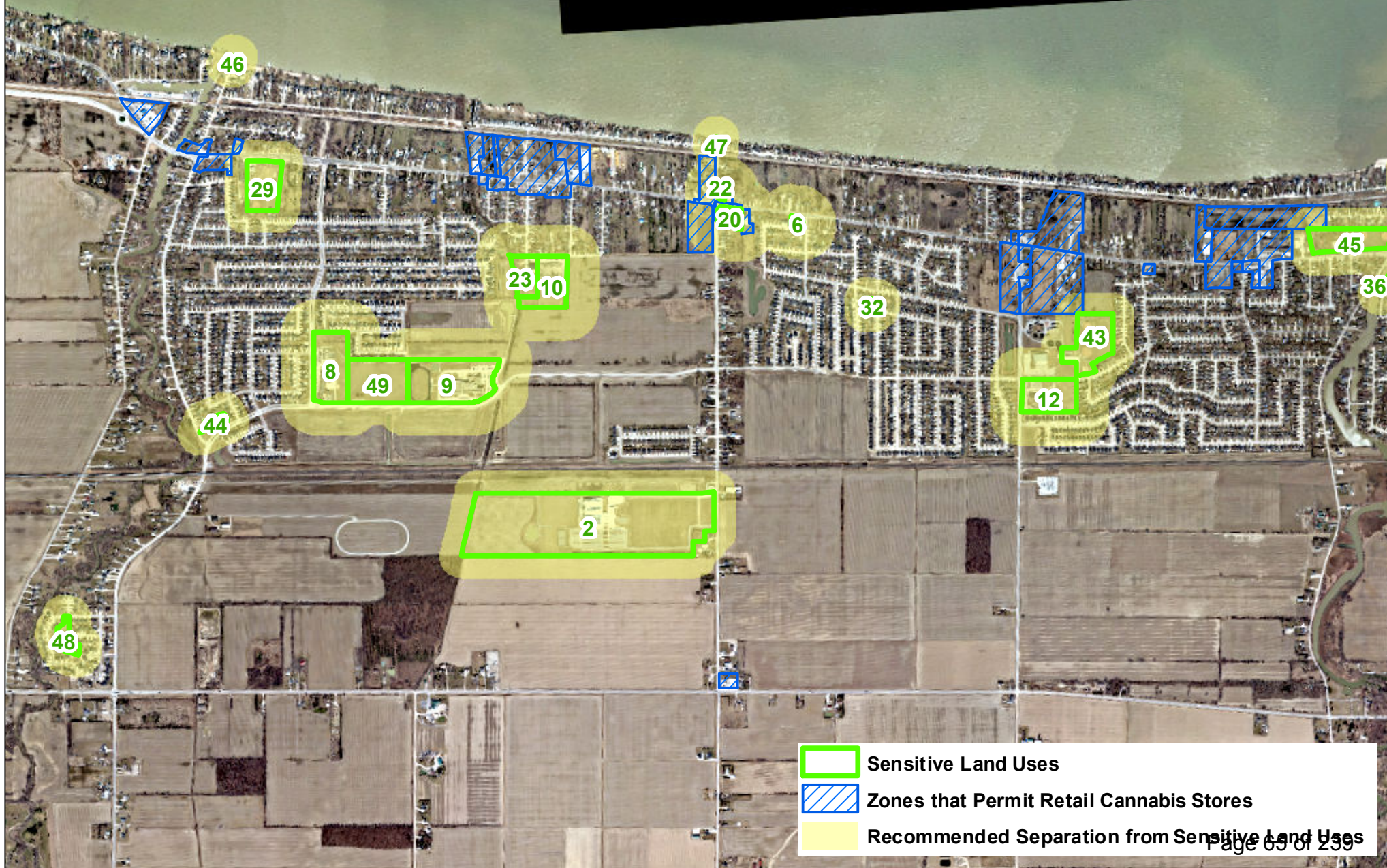





# Potential Retail Cannabis Store Sites Map 1





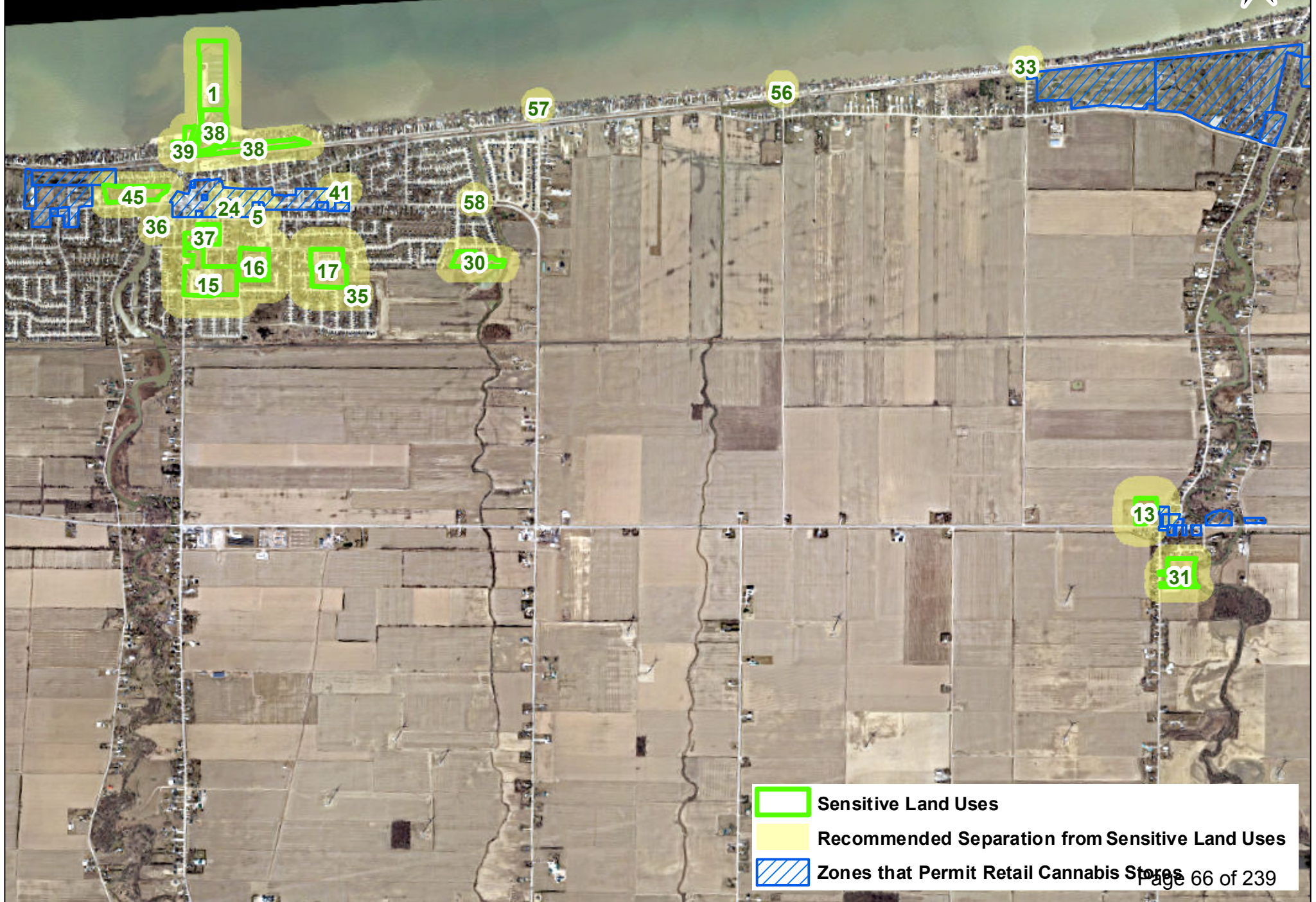
# Potential Retail Cannabis Store Site Map 2






-  Sensitive Land Uses
-  Zones that Permit Retail Cannabis Stores
-  Recommended Separation from Sensitive Land Uses



# Potential Retail Cannabis Store Site Map 3



-  Sensitive Land Uses
-  Recommended Separation from Sensitive Land Uses
-  Zones that Permit Retail Cannabis Stores



# Potential Retail Cannabis Store Site Map 4





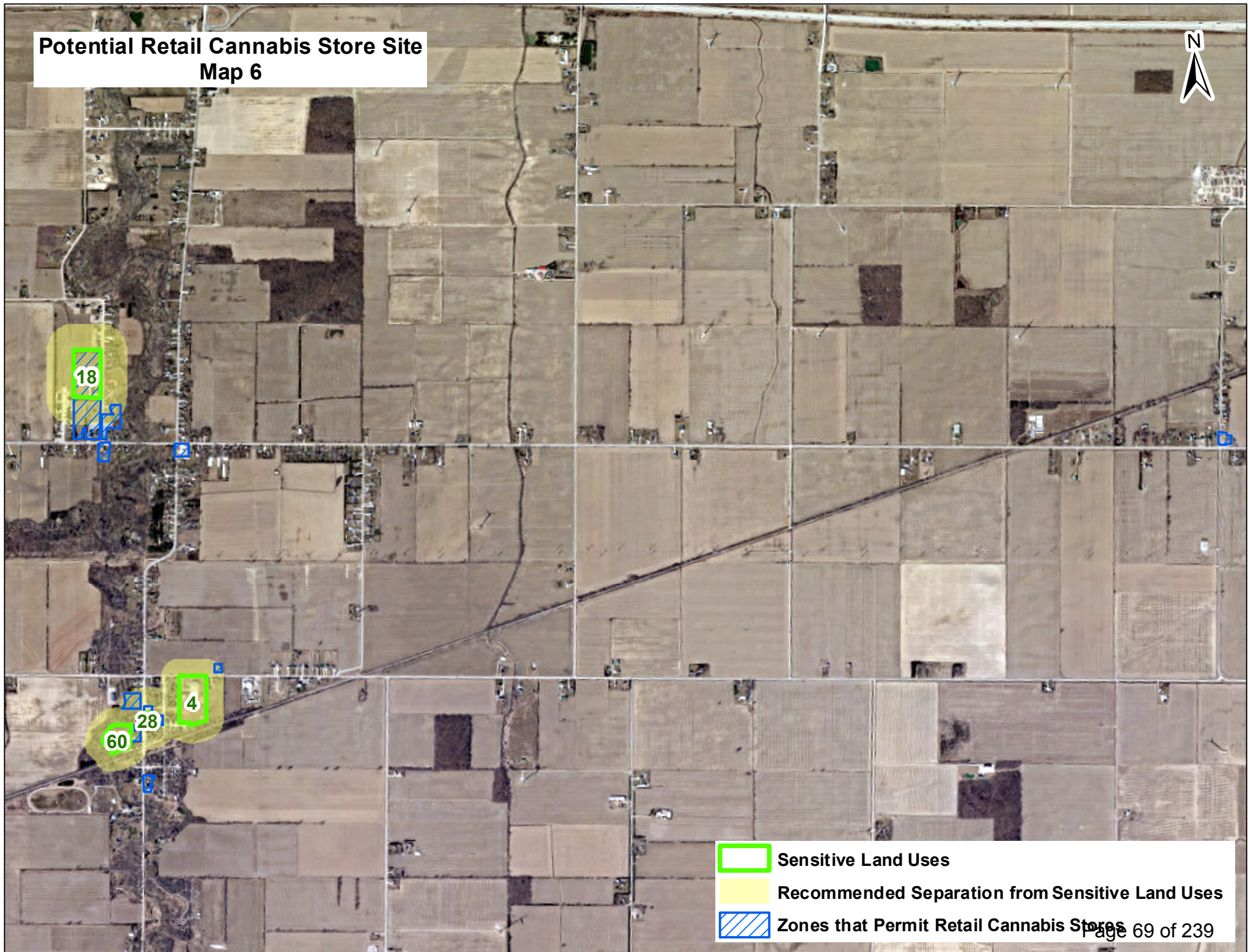
Potential Retail Cannabis Store Site  
Map 5



-  Sensitive Land Uses
-  Recommended Separation from Sensitive Land Uses
-  Zones that Permit Retail Cannabis Stores

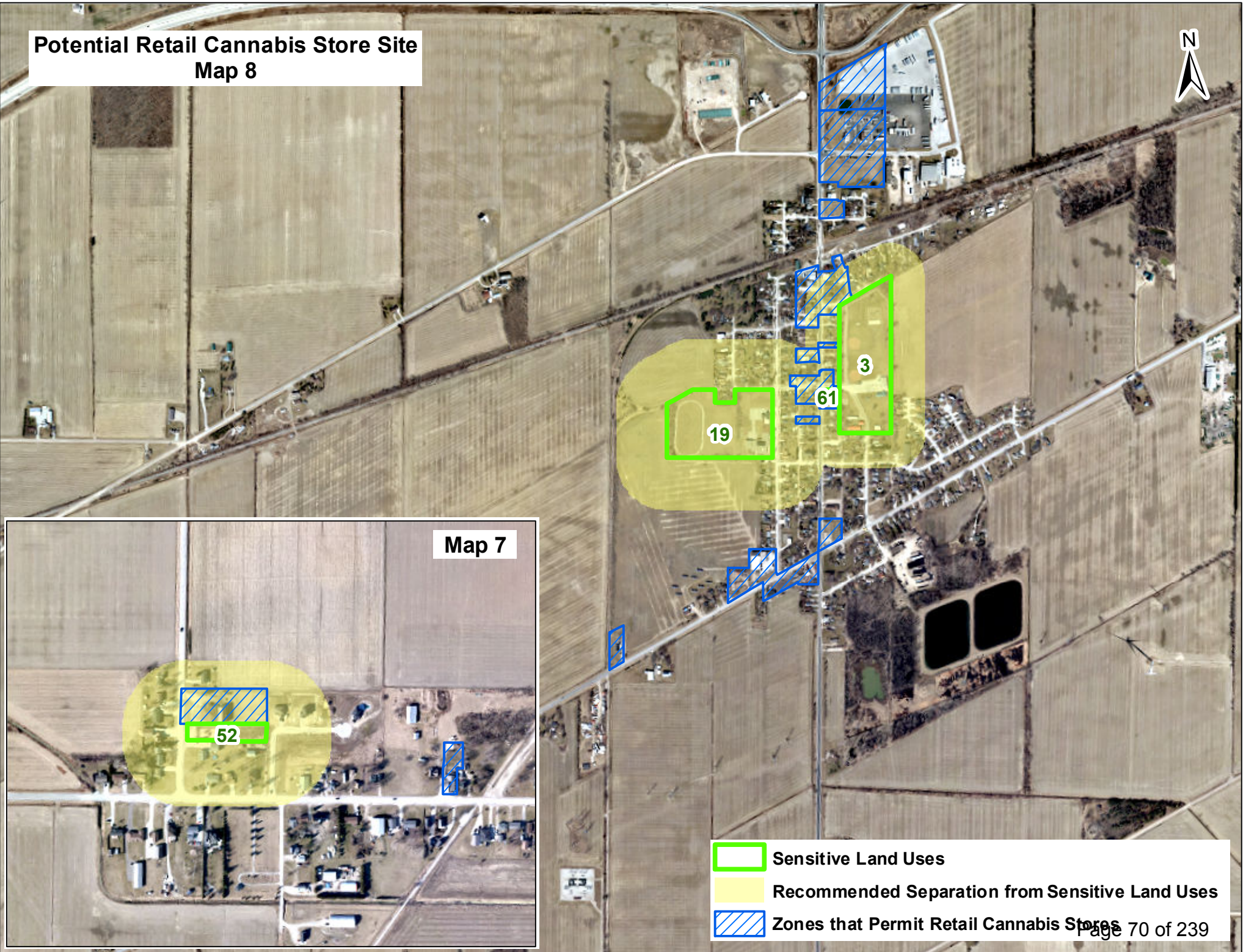


Potential Retail Cannabis Store Site  
Map 6








**Potential Retail Cannabis Store Site  
Map 8**



**Map 7**

-  Sensitive Land Uses
-  Recommended Separation from Sensitive Land Uses
-  Zones that Permit Retail Cannabis Stores



## Private Recreational Cannabis Retail Stores in Lakeshore

Do you want the sale of recreational cannabis in Lakeshore? - Total responses: 142

Choice	Number of responses
Undecided	2
No	55
Yes	85

**Appendix 3 Ontario Cannabis Legalization Implementation Fund — OCLIF Allocation**  
**Table**

<b>Addington Highlands (Township)</b>	5,000	5,000	5,000
<b>Adelaide Metcalfe (Township)</b>	5,000	5,000	5,000
<b>Adjala-Tosorontio (Township)</b>	5,211	5,000	-
<b>Admaston-Bromley (Township)</b>	5,000	5,000	5,000
<b>Ajax (Town)</b>	48,959	59,903	24,960
<b>Alberton (Township)</b>	5,000	5,000	5,000
<b>Alfred and Plantagenet (Township)</b>	5,538	6,776	5,000
<b>Algonquin Highlands (Township)</b>	5,809	7,108	5,000
<b>Alnwick-Haldimand (Township)</b>	5,000	5,226	5,000
<b>Amaranth (Township)</b>	5,000	5,000	-
<b>Amherstburg (Town)</b>	11,733	14,356	5,982
<b>Armour (Township)</b>	5,000	5,000	5,000
<b>Armstrong (Township)</b>	5,000	5,000	5,000
<b>Arnprior (Town)</b>	5,301	6,485	5,000
<b>Arran-Elderslie (Municipality)</b>	5,000	5,000	5,000
<b>Ashfield-Colborne-Wawanosh (Township)</b>	5,000	5,000	5,000
<b>Asphodel-Norwood (Township)</b>	5,000	5,000	5,000
<b>Assiginack (Township)</b>	5,000	5,000	5,000
<b>Athens (Township)</b>	5,000	5,000	5,000
<b>Atikokan (Town)</b>	5,000	5,000	5,000
<b>Augusta (Township)</b>	5,000	5,000	5,000
<b>Aurora (Town)</b>	26,324	32,208	13,420
<b>Aylmer (Town)</b>	5,000	5,000	5,000
<b>Baldwin (Township)</b>	5,000	5,000	-
<b>Bancroft (Town)</b>	5,000	5,000	5,000
<b>Barrie (City)</b>	136,869	167,463	69,777
<b>Bayham (Municipality)</b>	5,000	5,000	5,000
<b>Beckwith (Township)</b>	5,000	5,000	-
<b>Belleville (City)</b>	59,143	72,363	30,151
<b>Billings (Township)</b>	5,000	5,000	5,000
<b>Black River-Matheson (Township)</b>	5,000	5,000	5,000
<b>Blandford-Blenheim (Township)</b>	5,000	5,000	-
<b>Blind River (Town)</b>	6,128	7,498	5,000
<b>Bluewater (Municipality)</b>	6,907	5,000	-
<b>Bonfield (Township)</b>	5,000	5,000	5,000
<b>Bonnechere Valley (Township)</b>	5,000	5,000	5,000
<b>Bracebridge (Town)</b>	11,481	14,047	5,853



<b>Bradford West Gwillimbury (Town)</b>	16,760	20,507	8,545
<b>Brampton (City)</b>	220,018	269,199	112,166
<b>Brant (County)</b>	35,787	43,787	18,245
<b>Brantford (City)</b>	105,494	5,000	-
<b>Brethour (Township)</b>	5,000	5,000	5,000
<b>Brighton (Municipality)</b>	6,694	8,190	5,000
<b>Brock (Township)</b>	6,602	8,078	5,000
<b>Brockton (Municipality)</b>	5,604	6,857	5,000
<b>Brockville (City)</b>	27,591	33,759	14,066
<b>Brooke-Alvinston (Municipality)</b>	5,000	5,000	5,000
<b>Bruce (County)</b>	51,967	55,471	23,113
<b>Bruce Mines (Town)</b>	5,000	5,000	5,000
<b>Brudenell, Lyndoch and Raglan (Township)</b>	5,000	5,000	-
<b>Burk's Falls (Village)</b>	5,000	5,000	5,000
<b>Burlington (City)</b>	93,063	113,865	47,444
<b>Burpee and Mills (Township)</b>	5,000	5,000	5,000
<b>Caledon (Town)</b>	29,759	5,000	-
<b>Callander (Municipality)</b>	5,000	5,573	5,000
<b>Calvin (Municipality)</b>	5,000	5,000	5,000
<b>Cambridge (City)</b>	64,175	78,520	32,717
<b>Carleton Place (Town)</b>	5,758	7,045	5,000
<b>Carling (Township)</b>	5,000	5,598	5,000
<b>Carlow-Mayo (Township)</b>	5,000	5,000	5,000
<b>Casey (Township)</b>	5,000	5,000	5,000
<b>Casselman (Village)</b>	5,000	5,000	-
<b>Cavan Monaghan (Township)</b>	5,000	5,319	5,000
<b>Central Elgin (Municipality)</b>	7,079	8,662	5,000
<b>Central Frontenac (Township)</b>	5,247	6,420	5,000
<b>Central Huron (Municipality)</b>	5,445	6,662	5,000
<b>Central Manitoulin (Municipality)</b>	5,000	5,514	5,000
<b>Centre Hastings (Municipality)</b>	5,000	5,000	5,000
<b>Centre Wellington (Township)</b>	15,975	5,000	-
<b>Chamberlain (Township)</b>	5,000	5,000	5,000
<b>Champlain (Township)</b>	5,174	6,331	5,000
<b>Chapleau (Township)</b>	5,000	5,000	-
<b>Chapple (Township)</b>	5,000	5,000	-
<b>Charlton and Dack (Municipality)</b>	5,000	5,000	5,000
<b>Chatham-Kent (Municipality)</b>	122,454	149,826	62,428
<b>Chatsworth (Township)</b>	5,000	5,000	5,000
<b>Chisholm (Township)</b>	5,000	5,000	5,000
<b>Clarence-Rockland (City)</b>	12,418	15,193	6,331
<b>Clarington (Municipality)</b>	43,391	53,090	22,121

<b>Clearview (Township)</b>	7,960	5,000	-
<b>Cobalt (Town)</b>	5,000	5,000	5,000
<b>Cobourg (Town)</b>	11,759	14,387	5,995
<b>Cochrane (Town)</b>	6,796	8,315	5,000
<b>Cockburn Island (Township)</b>	5,000	5,000	5,000
<b>Coleman (Township)</b>	5,000	5,000	5,000
<b>Collingwood (Town)</b>	15,045	18,408	7,670
<b>Conmee (Township)</b>	5,000	5,000	-
<b>Cornwall (City)</b>	56,315	68,903	28,710
<b>Cramahe (Township)</b>	5,000	5,000	5,000
<b>Dawn-Euphemia (Township)</b>	5,000	5,000	5,000
<b>Dawson (Township)</b>	5,000	5,000	5,000
<b>Deep River (Town)</b>	5,000	5,000	5,000
<b>Deseronto (Town)</b>	5,000	5,000	5,000
<b>Dorion (Township)</b>	5,000	5,000	-
<b>Douro-Dummer (Township)</b>	5,000	5,646	5,000
<b>Drummond-North Elmsley (Township)</b>	5,000	5,777	5,000
<b>Dryden (City)</b>	9,158	11,204	5,000
<b>Dubreuilville (Township)</b>	5,000	5,000	5,000
<b>Dufferin (County)</b>	30,692	28,271	11,780
<b>Durham (Region)</b>	300,308	248,131	103,388
<b>Dutton-Dunwich (Municipality)</b>	5,000	5,000	5,000
<b>Dysart et al (Municipality)</b>	9,931	12,151	5,063
<b>Ear Falls (Township)</b>	5,000	5,000	5,000
<b>East Ferris (Municipality)</b>	5,452	6,671	5,000
<b>East Garafraxa (Township)</b>	5,000	5,000	5,000
<b>East Gwillimbury (Town)</b>	12,242	5,000	-
<b>East Hawkesbury (Township)</b>	5,000	5,000	-
<b>East Zorra-Tavistock (Township)</b>	5,000	5,000	-
<b>Edwardsburgh-Cardinal (Township)</b>	5,000	5,000	5,000
<b>Elgin (County)</b>	26,445	29,647	12,353
<b>Elizabethtown-Kitley (Township)</b>	5,218	6,384	5,000
<b>Elliot Lake (City)</b>	16,239	19,869	8,279
<b>Emo (Township)</b>	5,000	5,000	-
<b>Englehart (Town)</b>	5,000	5,000	5,000
<b>Enniskillen (Township)</b>	5,000	5,000	5,000
<b>Erin (Town)</b>	5,603	5,000	-
<b>Espanola (Town)</b>	6,215	7,604	5,000
<b>Essa (Township)</b>	9,907	12,122	5,051
<b>Essex (County)</b>	92,455	58,990	24,580
<b>Essex (Town)</b>	11,382	13,927	5,803
<b>Evanturel (Township)</b>	5,000	5,000	5,000

<b>Faraday (Township)</b>	5,000	5,000	5,000
<b>Fauquier-Strickland (Township)</b>	5,000	5,000	5,000
<b>Fort Erie (Town)</b>	19,851	24,288	10,120
<b>Fort Frances (Town)</b>	9,693	11,860	5,000
<b>French River (Municipality)</b>	6,567	8,034	5,000
<b>Front of Yonge (Township)</b>	5,000	5,000	5,000
<b>Frontenac (County)</b>	24,812	28,224	11,760
<b>Frontenac Islands (Township)</b>	5,000	5,000	-
<b>Gananoque (Town)</b>	6,437	7,875	5,000
<b>Gauthier (Township)</b>	5,000	5,000	5,000
<b>Georgian Bay (Township)</b>	7,267	8,891	5,000
<b>Georgian Bluffs (Township)</b>	6,601	5,000	-
<b>Georgina (Town)</b>	24,408	5,000	-
<b>Gillies (Township)</b>	5,000	5,000	5,000
<b>Goderich (Town)</b>	5,000	5,674	5,000
<b>Gordon-Barrie Island (Municipality)</b>	5,000	5,000	5,000
<b>Gore Bay (Town)</b>	5,000	5,000	5,000
<b>Grand Valley (Town)</b>	5,000	5,000	5,000
<b>Gravenhurst (Town)</b>	10,918	13,359	5,566
<b>Greater Madawaska (Township)</b>	5,000	5,000	5,000
<b>Greater Napanee (Town)</b>	9,263	11,334	5,000
<b>Greater Sudbury (City)</b>	192,811	235,910	98,296
<b>Greenstone (Municipality)</b>	7,554	9,242	5,000
<b>Grey (County)</b>	63,795	65,157	27,149
<b>Grey Highlands (Municipality)</b>	7,027	8,598	5,000
<b>Grimsby (Town)</b>	13,616	5,000	-
<b>Guelph (City)</b>	141,661	173,326	72,219
<b>Guelph-Eramosa (Township)</b>	6,156	7,532	5,000
<b>Haldimand (County)</b>	51,941	63,552	26,480
<b>Haliburton (County)</b>	30,115	36,846	15,353
<b>Halton Hills (Town)</b>	27,747	33,949	14,146
<b>Halton (Region)</b>	257,561	147,814	61,589
<b>Hamilton (City)</b>	574,493	702,908	292,879
<b>Hamilton (Township)</b>	6,280	7,683	5,000
<b>Hanover (Town)</b>	5,000	5,604	5,000
<b>Harley (Township)</b>	5,000	5,000	5,000
<b>Harris (Township)</b>	5,000	5,000	-
<b>Hastings (County)</b>	31,141	31,352	13,064
<b>Hastings Highlands (Municipality)</b>	5,000	6,053	5,000
<b>Havelock-Belmont-Methuen (Township)</b>	5,558	6,801	5,000
<b>Hawkesbury (Town)</b>	6,724	8,226	5,000

<b>Head, Clara and Maria (Township)</b>	5,000	5,000	5,000
<b>Hearst (Town)</b>	6,363	7,785	5,000
<b>Highlands East (Municipality)</b>	5,933	7,259	5,000
<b>Hilliard (Township)</b>	5,000	5,000	5,000
<b>Hilton Beach (Village)</b>	5,000	5,000	5,000
<b>Hilton (Township)</b>	5,000	5,000	5,000
<b>Hornepayne (Township)</b>	5,000	5,000	5,000
<b>Horton (Township)</b>	5,000	5,000	5,000
<b>Howick (Township)</b>	5,000	5,000	5,000
<b>Hudson (Township)</b>	5,000	5,000	5,000
<b>Huntsville (Town)</b>	13,606	16,647	6,937
<b>Huron (County)</b>	38,573	35,155	14,648
<b>Huron East (Municipality)</b>	5,042	6,169	5,000
<b>Huron Shores (Municipality)</b>	5,000	5,000	5,000
<b>Huron-Kinloss (Township)</b>	5,372	6,573	5,000
<b>Ignace (Township)</b>	5,000	5,000	5,000
<b>Ingersoll (Town)</b>	6,854	5,000	-
<b>Innisfil (Town)</b>	20,058	24,541	10,226
<b>Iroquois Falls (Town)</b>	6,034	7,382	5,000
<b>James (Township)</b>	5,000	5,000	-
<b>Jocelyn (Township)</b>	5,000	5,000	-
<b>Johnson (Township)</b>	5,000	5,000	5,000
<b>Joly (Township)</b>	5,000	5,000	5,000
<b>Kapuskasing (Town)</b>	10,394	12,718	5,299
<b>Kawartha Lakes (City)</b>	101,218	123,843	51,601
<b>Kearney (Town)</b>	5,000	5,000	5,000
<b>Kenora (City)</b>	19,174	23,460	9,775
<b>Kerns (Township)</b>	5,000	5,000	5,000
<b>Killaloe, Hagarty and Richards (Township)</b>	5,000	5,000	5,000
<b>Killarney (Municipality)</b>	5,000	5,000	-
<b>Kincardine (Municipality)</b>	7,812	9,559	5,000
<b>King (Township)</b>	11,796	5,000	-
<b>Kingston (City)</b>	150,619	184,286	76,786
<b>Kingsville (Town)</b>	11,169	13,666	5,694
<b>Kirkland Lake (Town)</b>	11,978	14,655	6,107
<b>Kitchener (City)</b>	122,743	150,180	62,575
<b>La Vallee (Township)</b>	5,000	5,000	5,000
<b>Laird (Township)</b>	5,000	5,000	5,000
<b>Lake of Bays (Township)</b>	6,289	7,694	5,000
<b>Lake of the Woods (Township)</b>	5,000	5,000	-
<b>Lakeshore (Town)</b>	18,289	5,000	-
<b>Lambton (County)</b>	75,487	75,303	31,377



Lambton Shores (Municipality)	9,535	11,666	5,000
Lanark (County)	37,939	35,322	14,718
Lanark Highlands (Township)	5,000	5,000	-
Larder Lake (Township)	5,000	5,000	5,000
LaSalle (Town)	14,319	5,000	-
Latchford (Town)	5,000	5,000	5,000
Laurentian Hills (Town)	5,000	5,000	5,000
Laurentian Valley (Township)	5,090	6,228	5,000
Leamington (Municipality)	13,930	17,043	7,102
Leeds and Grenville (United County)	45,070	55,145	22,977
Leeds and the Thousand Islands (Township)	7,577	9,270	5,000
Lennox and Addington (County)	26,188	32,041	13,351
Limerick (Township)	5,000	5,000	5,000
Lincoln (Town)	11,759	14,387	5,995
London (City)	450,991	551,801	229,917
Loyalist (Township)	8,751	10,707	5,000
Lucan Biddulph (Township)	5,000	5,000	5,000
Macdonald Meredith et al (Township)	5,000	5,000	5,000
Machar (Township)	5,000	5,000	5,000
Machin (Municipality)	5,000	5,000	5,000
Madawaska Valley (Township)	5,000	5,000	5,000
Madoc (Township)	5,000	5,000	5,000
Magnetawan (Municipality)	5,238	6,409	5,000
Malahide (Township)	5,000	5,000	5,000
Manitouwadge (Township)	5,000	5,000	5,000
Mapleton (Township)	5,000	5,000	-
Marathon (Town)	5,000	5,226	5,000
Markham (City)	136,187	5,000	-
Markstay-Warren (Municipality)	5,000	5,000	-
Marmora and Lake (Municipality)	5,000	5,000	-
Matachewan (Township)	5,000	5,000	-
Mattawa (Town)	5,000	5,000	5,000
Mattawan (Township)	5,000	5,000	5,000
Mattice-Val Cote (Township)	5,000	5,000	5,000
McDougall (Municipality)	5,000	5,000	-
McGarry (Township)	5,000	5,000	-
McKellar (Township)	5,000	5,000	-
McMurrich-Monteith (Township)	5,000	5,000	5,000
McNab-Braeside (Township)	5,000	5,000	5,000
Meaford (Municipality)	7,285	8,913	5,000

<b>Melancthon (Township)</b>	5,000	5,000	-
<b>Merrickville-Wolford (Village)</b>	5,000	5,000	5,000
<b>Middlesex Centre (Municipality)</b>	8,194	10,025	5,000
<b>Middlesex (County)</b>	36,706	44,911	18,713
<b>Midland (Town)</b>	10,101	12,359	5,150
<b>Milton (Town)</b>	46,608	5,000	-
<b>Minden Hills (Township)</b>	8,442	10,329	5,000
<b>Minto (Town)</b>	5,032	6,156	5,000
<b>Mississauga (City)</b>	313,309	5,000	-
<b>Mississippi Mills (Town)</b>	7,338	8,978	5,000
<b>Mono (Town)</b>	5,000	5,000	-
<b>Montague (Township)</b>	5,000	5,000	5,000
<b>Moonbeam (Township)</b>	5,000	5,000	5,000
<b>Morley (Township)</b>	5,000	5,000	5,000
<b>Morris-Turnberry (Municipality)</b>	5,000	5,000	5,000
<b>Mulmur (Township)</b>	5,000	5,000	5,000
<b>Muskoka (District)</b>	62,491	60,636	25,265
<b>Muskoka Lakes (Township)</b>	12,933	5,000	-
<b>Nairn and Hyman (Township)</b>	5,000	5,000	5,000
<b>Neebing (Municipality)</b>	5,000	5,000	5,000
<b>New Tecumseth (Town)</b>	18,601	22,759	9,483
<b>Newbury (Village)</b>	5,000	5,000	5,000
<b>Newmarket (Town)</b>	37,608	5,000	-
<b>Niagara Falls (City)</b>	48,254	59,040	24,600
<b>Niagara (Region)</b>	253,478	256,050	106,688
<b>Niagara-on-the-Lake (Town)</b>	10,865	5,000	-
<b>Nipigon (Township)</b>	5,000	5,000	5,000
<b>Nipissing (Township)</b>	5,000	5,000	5,000
<b>Norfolk (County)</b>	76,314	93,373	38,906
<b>North Algona Wilberforce (Township)</b>	5,000	5,000	5,000
<b>North Bay (City)</b>	62,817	76,859	32,025
<b>North Dumfries (Township)</b>	5,000	5,554	5,000
<b>North Dundas (Township)</b>	6,115	7,482	5,000
<b>North Frontenac (Township)</b>	5,000	5,542	5,000
<b>North Glengarry (Township)</b>	6,214	7,602	5,000
<b>North Grenville (Municipality)</b>	8,832	10,807	5,000
<b>North Huron (Township)</b>	5,000	5,000	-
<b>North Kawartha (Township)</b>	5,020	6,142	5,000
<b>North Middlesex (Municipality)</b>	5,000	5,000	5,000
<b>North Perth (Municipality)</b>	7,002	8,566	5,000
<b>North Stormont (Township)</b>	5,000	5,000	5,000
<b>Northeastern Manitoulin and The Islands (Municipality)</b>	5,595	6,846	5,000

<b>Northern Bruce Peninsula (Municipality)</b>	6,630	5,000	-
<b>Northumberland (County)</b>	51,199	62,644	26,102
<b>Norwich (Township)</b>	5,052	5,000	-
<b>Oakville (Town)</b>	90,144	5,000	-
<b>O'Connor (Township)</b>	5,000	5,000	5,000
<b>Oil Springs (Village)</b>	5,000	5,000	5,000
<b>Oliver Paipoonge (Municipality)</b>	6,067	7,423	5,000
<b>Opasatika (Township)</b>	5,000	5,000	5,000
<b>Orangeville (Town)</b>	13,881	16,984	7,077
<b>Orillia (City)</b>	36,300	44,414	18,506
<b>Oro-Medonte (Township)</b>	11,859	5,000	-
<b>Oshawa (City)</b>	82,443	100,872	42,030
<b>Otonabee-South Monaghan (Township)</b>	5,000	5,000	5,000
<b>Ottawa (City)</b>	1,025,860	1,255,170	522,988
<b>Owen Sound (City)</b>	12,989	15,892	6,622
<b>Oxford (County)</b>	59,973	49,780	20,742
<b>Papineau-Cameron (Township)</b>	5,000	5,000	-
<b>Parry Sound (Town)</b>	7,918	9,688	5,000
<b>Peel (Region)</b>	563,085	269,199	112,166
<b>Pelee (Township)</b>	5,000	5,000	5,000
<b>Pelham (Town)</b>	8,838	5,000	-
<b>Pembroke (City)</b>	16,713	20,449	8,521
<b>Penetanguishene (Town)</b>	5,111	6,253	5,000
<b>Perry (Township)</b>	5,000	5,333	5,000
<b>Perth (County)</b>	18,987	23,230	9,680
<b>Perth East (Township)</b>	5,333	6,524	5,000
<b>Perth South (Township)</b>	5,000	5,000	5,000
<b>Perth (Town)</b>	5,000	5,000	5,000
<b>Petawawa (Town)</b>	8,844	10,821	5,000
<b>Peterborough (City)</b>	92,795	113,537	47,307
<b>Peterborough (County)</b>	45,777	56,009	23,337
<b>Petrolia (Town)</b>	5,000	5,000	5,000
<b>Pickering (City)</b>	40,427	5,000	-
<b>Pickle Lake (Township)</b>	5,000	5,000	-
<b>Plummer Additional (Township)</b>	5,000	5,000	5,000
<b>Plympton-Wyoming (Town)</b>	5,000	5,000	-
<b>Point Edward (Village)</b>	5,000	5,000	-
<b>Port Colborne (City)</b>	13,107	16,037	6,682
<b>Port Hope (Municipality)</b>	9,466	11,582	5,000
<b>Powassan (Municipality)</b>	5,000	5,000	-
<b>Prescott and Russell (United County)</b>	48,136	54,165	22,569

<b>Prescott (Town)</b>	5,628	6,886	5,000
<b>Prince Edward (County)</b>	34,795	42,573	17,739
<b>Prince (Township)</b>	5,000	5,000	5,000
<b>Puslinch (Township)</b>	5,000	5,000	5,000
<b>Quinte West (City)</b>	48,394	59,212	24,672
<b>Rainy River (Town)</b>	5,000	5,000	5,000
<b>Ramara (Township)</b>	7,968	9,749	5,000
<b>Red Lake (Municipality)</b>	5,626	6,883	5,000
<b>Red Rock (Township)</b>	5,000	5,000	5,000
<b>Renfrew (County)</b>	58,132	69,310	28,879
<b>Renfrew (Town)</b>	5,074	6,208	5,000
<b>Richmond Hill (Town)</b>	84,168	5,000	-
<b>Rideau Lakes (Township)</b>	9,791	11,980	5,000
<b>Russell (Township)</b>	8,065	9,867	5,000
<b>Ryerson (Township)</b>	5,000	5,000	5,000
<b>Sables-Spanish Rivers (Township)</b>	5,000	5,000	-
<b>Sarnia (City)</b>	42,712	52,259	21,775
<b>Saugeen Shores (Town)</b>	10,237	12,526	5,219
<b>Sault Ste Marie (City)</b>	88,386	108,143	45,060
<b>Schreiber (Township)</b>	5,000	5,000	5,000
<b>Scugog (Township)</b>	11,118	13,604	5,668
<b>Seguin (Township)</b>	12,779	15,635	6,515
<b>Selwyn (Township)</b>	10,992	13,449	5,604
<b>Severn (Township)</b>	9,052	5,000	-
<b>Shelburne (Town)</b>	5,000	5,000	5,000
<b>Shuniah (Municipality)</b>	5,610	6,864	5,000
<b>Simcoe (County)</b>	183,972	154,603	64,418
<b>Sioux Lookout (Municipality)</b>	6,314	7,726	5,000
<b>Sioux Narrows-Nestor Falls (Township)</b>	5,000	5,000	5,000
<b>Smiths Falls (Town)</b>	11,108	13,591	5,663
<b>Smooth Rock Falls (Town)</b>	5,000	5,000	5,000
<b>South Algonquin (Township)</b>	5,000	5,000	5,000
<b>South Bruce (Municipality)</b>	5,000	5,000	5,000
<b>South Bruce Peninsula (Town)</b>	9,291	11,368	5,000
<b>South Dundas (Municipality)</b>	6,293	7,699	5,000
<b>South Frontenac (Township)</b>	13,292	16,263	6,777
<b>South Glengarry (Township)</b>	7,584	9,279	5,000
<b>South Huron (Municipality)</b>	6,049	7,401	5,000
<b>South River (Village)</b>	5,000	5,000	5,000
<b>South Stormont (Township)</b>	7,007	8,573	5,000
<b>Southgate (Township)</b>	5,000	5,000	-
<b>Southwest Middlesex (Municipality)</b>	5,000	5,000	5,000

<b>South-West Oxford (Township)</b>	5,000	5,000	5,000
<b>Southwold (Township)</b>	5,000	5,000	-
<b>Spanish (Town)</b>	5,000	5,000	5,000
<b>Springwater (Township)</b>	9,940	12,162	5,068
<b>St. Catharines (City)</b>	76,101	93,112	38,797
<b>St. Charles (Municipality)</b>	5,000	5,000	5,000
<b>St. Clair (Township)</b>	8,169	5,000	-
<b>St. Joseph (Township)</b>	5,000	5,000	5,000
<b>St. Marys (Town)</b>	8,245	10,087	5,000
<b>St. Thomas (City)</b>	44,230	54,117	22,549
<b>Stirling-Rawdon (Township)</b>	5,000	5,000	5,000
<b>Stone Mills (Township)</b>	5,000	5,701	5,000
<b>Stormont, Dundas and Glengarry (United County)</b>	36,871	45,113	18,797
<b>Stratford (City)</b>	37,506	45,889	19,121
<b>Strathroy-Caradoc (Municipality)</b>	11,176	13,674	5,698
<b>Strong (Township)</b>	5,000	5,000	5,000
<b>Sundridge (Village)</b>	5,000	5,000	5,000
<b>Tarbutt (Township)</b>	5,000	5,000	5,000
<b>Tay (Township)</b>	6,924	5,000	-
<b>Tay Valley (Township)</b>	5,013	6,133	5,000
<b>Tecumseh (Town)</b>	11,635	5,000	-
<b>Tehkummah (Township)</b>	5,000	5,000	5,000
<b>Temagami M</b>	5,000	5,000	-
<b>Temiskaming Shores (City)</b>	12,368	15,132	6,305
<b>Terrace Bay (Township)</b>	5,000	5,000	5,000
<b>Thames Centre (Municipality)</b>	6,560	8,027	5,000
<b>The Archipelago (Township)</b>	8,515	10,418	5,000
<b>The Blue Mountains (Town)</b>	9,961	12,187	5,078
<b>The Nation (Municipality)</b>	6,354	7,774	5,000
<b>The North Shore (Township)</b>	5,000	5,000	5,000
<b>Thessalon (Town)</b>	5,000	5,000	5,000
<b>Thornloe (Village)</b>	5,000	5,000	5,000
<b>Thorold (City)</b>	10,672	13,058	5,441
<b>Thunder Bay (City)</b>	129,992	159,049	66,271
<b>Tillsonburg (Town)</b>	9,481	11,601	5,000
<b>Timmins (City)</b>	50,225	61,452	25,605
<b>Tiny (Township)</b>	12,870	15,747	6,562
<b>Toronto (City)</b>	3,008,705	3,681,239	1,533,850
<b>Trent Hills (Municipality)</b>	9,089	11,120	5,000
<b>Trent Lakes (Municipality)</b>	8,809	10,779	5,000
<b>Tudor and Cashel (Township)</b>	5,000	5,000	5,000
<b>Tweed (Municipality)</b>	5,000	5,008	5,000
<b>Tyendinaga (Township)</b>	5,000	5,000	-

Uxbridge (Township)	10,287	12,587	5,245
Val Rita-Harty (Township)	5,000	5,000	5,000
Vaughan (City)	124,949	5,000	-
Wainfleet (Township)	5,000	5,000	-
Warwick (Township)	5,000	5,000	5,000
Wasaga Beach (Town)	16,610	5,000	-
Waterloo (City)	58,438	71,500	29,792
Waterloo (Region)	275,695	337,321	140,551
Wawa (Municipality)	5,000	5,127	5,000
Welland (City)	29,529	36,130	15,054
Wellesley (Township)	5,000	5,255	5,000
Wellington (County)	47,759	26,453	11,023
Wellington North (Township)	6,480	7,928	5,000
West Elgin (Municipality)	5,000	5,000	5,000
West Grey (Municipality)	7,462	9,130	5,000
West Lincoln (Township)	6,805	5,000	-
West Nipissing (Municipality)	20,120	24,617	10,257
West Perth (Municipality)	5,000	5,641	5,000
Westport (Village)	5,000	5,000	5,000
Whitby (Town)	57,082	5,000	-
Whitchurch-Stouffville (Town)	20,606	25,212	10,505
White River (Township)	5,000	5,000	5,000
Whitestone (Municipality)	5,000	5,944	5,000
Whitewater Region (Township)	5,000	5,526	5,000
Wilmot (Township)	10,045	12,290	5,121
Windsor (City)	253,279	309,894	129,123
Wollaston (Township)	5,000	5,000	5,000
Woodstock (City)	22,920	28,043	11,685
Woolwich (Township)	11,463	14,025	5,844
York (Region)	478,284	57,419	23,925
Zorra (Township)	5,000	5,265	5,000

**TOWN OF LAKESHORE**  
**ENGINEERING AND INFRASTRUCTURE SERVICES**  
**DRAINAGE DIVISION**

**TO:** Mayor and Members of Council  
**FROM:** Jill Fiorito, Drainage Superintendent  
**DATE:** November 12, 2019  
**SUBJECT:** Drainage Board Meeting draft Minutes for November 4, 2019

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**RECOMMENDATION**

It is recommended that:

1. Council receive the draft Minutes from the November 4, 2019 Drainage Board meeting.

**BACKGROUND**

The draft minutes from the November 4, 2019 Drainage Board meeting are attached.

**Court of Revision:**

Mr. Tony Peralta from N.J. Peralta Engineering Limited was in attendance to give a summary of his drainage report. Mr. Peralta briefly outlined the assessment schedule for Butler-Bracken Drain (Klie Bridge).

No one had concerns with their assessments in the above noted report.

**Reading of the Report:**

Mr. Gerard Rood from Rood Engineering Inc. was in attendance to give a brief summary of his drainage report dated October 18, 2019 on the Bridge over the 3<sup>rd</sup> Concession Drain.

The owners were not present for questions.

### **COMMENTS**

The Drainage Board recommended By-Law No. 115-2019 be recommended for third reading and By-law No.119-2019 be recommend for first and second reading.


### **OTHERS CONSULTED**

Essex Regional Conservation Authority has been consulted on the proposed bridge installations and outlet extension and Hydro One has been notified of the utility pole in the Butler-Bracken Drain.

### **FINANCIAL IMPACTS**

Both of these projects in question will have their costs assessed out accordingly to the proportions outlined in the engineer's report.

Prepared by:

  
Jill Fiorito  
Drainage Superintendent

Submitted by:

  
Nelson Cavacas  
Director of Engineering & Infrastructure Services

Submitted by:

  
Truper McBride  
Chief Administration Officer



5:00 p.m.

November 4, 2019

**THE CORPORATION OF  
THE  
TOWN OF LAKESHORE**

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**MINUTES OF THE DRAINAGE BOARD**

<b>PRESENT:</b>	Chairman	-	Dave Armstrong
	Board members	-	Horst Schmidt
		-	Graeme Carter
		-	Jeremy Reaume
	Asst. Drainage Superintendent	-	Andrew Neely
	Absent	-	Lyle Morris
	Drainage Superintendent	-	Jill Fiorito

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**1. CALL TO ORDER AT 5:00 PM**

The Chair called the meeting to order at 5:00 p.m.

**2. DISCLOSURES OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF**

There were no disclosures of conflicts of interest.

**3. APPROVING THE MINUTES OF PREVIOUS DRAINAGE BOARD MEETING**

**a) Drainage Board Meeting Minutes of October 7<sup>th</sup> 2019.**

Board Member Schmidt moved and Board Member Carter seconded

***That:***

***The Board approve the minutes of the Drainage Board Meeting dated October 7<sup>th</sup>, 2019.***

**Motion Carried**

#### **4 ENGINEERING AND INFRASTRUCTURE SERVICES**

##### **COURT OF REVISION**

##### **Opening of the Court of Revision.**

Board Member Carter and Board Member Reaume seconded:

It is recommended that:

The Drainage Board move into Court of Revision to consider appeals respecting By-law No. 108-2019 in the Town of Lakeshore, in the County of Essex.

**Motion Carried**

##### **Butler-Bracken Drain (Klie Bridge)**

Mr. Tony Peralta, P.Eng was in attendance and briefly outlined the key points of the assessment schedule in his considered report dated September 2<sup>nd</sup> 2019.

Mr. Peralta explained that since this bridge has never been recognized under the Drainage Act in any previous engineer's report, a new report was required in order to establish replacement of this bridge. He also indicated that Hydro One's pole is currently impeding this bridge replacement and will be required to be relocated during the bridge construction. As a result, Mr. Peralta has been in correspondence with Hydro One for this to happen. He also reminded the Drainage Board that Hydro One has been assessed for the increased cost to the project due to the existence of the hydro pole in its current location.

Mr. Peralta expressed that he was open to questions.

Chairman Armstrong opened the floor for questions.

There were no questions for this project.

Board Member Schmidt moved and Board Member Carter seconded:

**That:**

*The Schedule of Assessment to provide for the construction of a replacement bridge on the Butler-Bracken Drain in the Town of Lakeshore, in the County of Essex as prepared by Peralta Engineering Limited dated September 2<sup>nd</sup>, 2019 be approved and By-law 108-2019 be recommended for third reading.*

**Motion Carried**

### **Closing of the Court of Revision**

Board Member Carter moved and Board Member Reaume seconded:

***That:***

The Drainage Board moves to close the Court of Revision.

**Motion Carried**

### **READING THE REPORT**

#### **3<sup>rd</sup> Conc. Drain (Linda Sutherland Bridge)**

Mr. Gerard Rood, P.Eng was in attendance and briefly outlined the key points of the assessment schedule in his report dated October 18<sup>th</sup> 2019.

Mr. Rood advised that there would be no cost sharing on this newly created bridge as this property required a new access bridge due to a severance. The severance of the residential portion of the property from the farm was completed prior to 2004 and Mr. Rood advised that this bridge would be eligible for grant through Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA)

Mr. Rood concluded his presentation, and stated he was open to questions.

Chairman Armstrong opened the floor for questions.

There was no one present with questions

Board Member Carter moved and Board Member Schmidt seconded:

***That:***

*The Engineer's considered report prepared by Rood Engineering Inc., dated October 18<sup>th</sup>, 2019 3<sup>rd</sup> Conc. Drain (Linda Sutherland Bridge) in the Town of Lakeshore, in the County of Essex be adopted and By-Law 119-2019 be recommended for the first and second reading*

**Motion Carried**

## **5. ADJOURNMENT**

### **That:**

The Drainage Board adjourn its meeting at 5:30 p.m.

### **Motion Carried**

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**DAVID ARMSTRONG  
CHAIRMAN**

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**ANDREW NEELY  
ASSISTANT DRAINAGE SUPERINTENDENT**

### **NEXT SCHEDULED MEETING**

The next Drainage Board Meeting is schedule for 5:00pm on December 9<sup>th</sup>, 2019 in the Town of Lakeshore Council Chambers.

## **TOWN OF LAKESHORE**

### **COMMUNITY AND DEVELOPMENT SERVICES DEVELOPMENT SERVICES DIVISION**

**TO:** Mayor and Members of Council  
**FROM:** Maureen Emery Lesperance, Secretary-Treasurer  
**DATE:** November 22, 2019  
**SUBJECT:** Committee of Adjustment draft Minutes for November 20, 2019

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#### **RECOMMENDATION**

It is recommended that:

1. Council receive the draft Minutes from the November 20 2019 Committee of Adjustment meeting.

#### **BACKGROUND**

The draft minutes from the November 20, 2019 Committee of Adjustment meeting are attached. The Committee decisions are detailed below and have an appeal deadline of December 9 (minor variance) and December 11 (consent).

1. Consent – **Granted** – surplus lot creation;
2. Consent – **Granted** - residential lot addition;
3. Minor Variance – **Granted** – relief from the rear yard setback and eaves for a new single detached dwelling.

#### **OTHERS CONSULTED**

Because of the specific nature of this report, no other staff was consulted.


#### **FINANCIAL IMPACTS**

There are no financial impacts resulting from the recommendation in this report.


**Prepared by:**

  
Maureen Emery Lesperance, CPT  
Secretary Treasurer


**Reviewed by:**

  
Kim Darroch, MCIP, RPP  
Manager of Development Services

**Reviewed by:**

  
Tammie Ryall, MCIP, RPP  
Director of CDS

**Submitted by:**

  
Truper McBride, M.PL, MCIP, RPP  
Chief Administrative Officer

**TOWN OF LAKESHORE  
COMMITTEE OF ADJUSTMENT  
WEDNESDAY, NOVEMBER 20<sup>th</sup>, 2019 @ 5:45 P.M.**

The meeting opened at 6:00 P.M. with the following members present:

Chairman	- Pat Niziolek
Members	- Steve Diemer
	- Ron Barrette
	- Robert Sylvestre
	- Mark Hacon
Secretary-Treasurer	- Maureen Lesperance

The Chair introduced the Committee members and support staff and provided a brief outline of the process followed through the hearings.

The Chair also inquired if there were any disclosures of pecuniary interest and the general nature thereof with the applications proposed to be heard at tonight's Committee meeting.

- There were no disclosures of pecuniary interests at this time.

**Application No. 1**

<b>APPLICATION:</b>	<b>B/39/2019</b>	<b>MAP NO. 700-00900</b>
<b>APPLICANT:</b>	<b>Charles Lanoue c/o Pauline &amp; Jean-Paul Lanoue</b>	
<b>PROPERTY LOCATION:</b>	<b>10300 County Road 42 (Community of Tilbury North)</b>	

**PURPOSE OF APPLICATION**

- The subject farm land is located on the north side of County Road 42 in the Community of Tilbury North. The applicants' agents have applied for a surplus dwelling lot with 128 metres (400 feet) of frontage and an overall area of 1.93 ha (4.76 acres). The retained farmland will then have a frontage of 184.4 metres (605 feet) and an overall area of 18.1 ha (44.77 acres). The subject lands are zoned A, Agriculture and designated Agricultural.

**(If approved, the severed parcel will comply with the Zoning By-law (lot frontage/ area), however the retained farmland requires a condition to amend the zoning to prohibit a single detached dwelling and recognize the deficient lot area.)**

## **PRESENT AT MEETING**

Pauline & Jean-Paul Lanoue, Authorized Applicants

## **CORRESPONDENCE RECEIVED**

1. Lakeshore Building Dept. – No objection
2. Lakeshore Drainage Dept. – No objection
3. Lakeshore Engineering Dept. – Any new entrances on retained lot will require an entrance permit through the County of Essex. Retained lot is subject to a water buy in fee according to the tariff of fees by-law at the time of servicing. Surface water and subsurface drainage tiles should be redirected around the lot parcel.
4. Lakeshore Fire – No objection
5. Lakeshore Planning Dept. – If the Committee decides to approve this application, they are advised that the proposed consent would be consistent with the Provincial Policy Statement (PPS), conforms to the Lakeshore Official Plan, subject to the following conditions of consent, in addition to any standard conditions of consent imposed by the Secretary -Treasurer:
  - A zoning by-law amendment application will be required, following the surplus lot creation to:
    - ensure new residential dwellings are prohibited on the retained farmland parcel created by the severance;
    - provide relief for deficient lot area to allow an 18.1 hectare retained farmland parcel and;
    - permit the existing livestock uses on the surplus lot.
  - The applicant will be required to submit a Reference Plan and Survey (Surplus Lot) detailing the proposed consent and to confirm compliance with other provisions of the zoning by-law;
  - The applicant will be advised by the Secretary-Treasurer of the Committee of Adjustment prior to the issuance of a consent certificate that the location of any future livestock facility on the retained lands shall be in accordance with the minimum distance separation (MDS) formula of the Agricultural Code of Practice;



- An agreement will be required to be entered into and will be registered on title noting that the owner agrees to place the following “clause” in every agreement of purchase and sale that “the Buyer hereby acknowledges that the property may be within an area approved for the construction of wind turbines of a commercial size and grade”. This agreement will be placed on the lands to warn future buyers of a potential wind turbine being located in the immediate area;
  - Satisfaction of the Town’s Drainage Department, if required by that Department;
  - Satisfaction of the applicable Conservation Authority, if required by the Authority.
  - Satisfaction of Plains Midstream Canada, if required by the organization
6. Essex Region Conservation – The most northern portion of the retained lot is subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the Conservation Authorities Clearance. The property owner would be required to obtain a permit and/or clearance from this office prior to any construction or site alteration (specifically any works within the vicinity of the regulated Garant Drain) or other activities affected by Section 28 of the Conservation Authorities Act. We have no concerns with stormwater management, nor is the property within or adjacent a natural heritage feature. We have no objections to this application for Consent.
7. County of Essex – Subject property has frontage on County Road 42 and minimum setback for any structures is 85 from the centre of the County Road for residential and 105 feet for commercial. Any changes to existing, or new entrances/ structures requires a permit. The County has no objections to this proposal.

## **APPLICANTS AMENDMENTS**

- None

## **DISCUSSION**

Mrs. Pauline Lanoue questioned if a survey/ reference plan would be required for the entire farmland as well as the surplus lot and when a water buy in fee payment would be required. She also advised of their attendance to answer any questions of the Committee.

The Secretary-Treasurer advised that a reference plan for both the retained farmland and the surplus lot was a standard condition of consent and that the water buy-in fee was only applicable when and if the proponents wished to connect to the municipal water line in the future.

The Chair inquired if anyone in the audience wished to speak to the application. No response was received.

Member Sylvestre questioned the recommended zone condition.

The Secretary-Treasurer confirmed the condition required the retained farmland to be rezoned to prohibit single detached dwellings and recognize deficient lot area, as well as rezone the surplus lot to permit 3 horses and 4 chickens on a "residential lot" in an agriculture zone.

Member Sylvestre noted his support of the application, due to its' compliance with the Official Plan, subject to the recommended conditions.

**Moved by Member Sylvestre  
2<sup>nd</sup> by Member Hacon**

That Consent Application B/39/2019 by Charles Lanoue c/o Pauline & Jean-Paul Lanoue be approved subject to the following conditions:

1. That the applicant obtain a proper Survey and Reference Plan from an Ontario Land Surveyor for the severed parcel of land and all buildings that confirms compliance with additional zone provisions, for both the severed parcel and the retained farmland. Data shall also be provided on a CD or floppy disk in the format of a projection (NAD 83) UTM Zone 17.
2. That all municipal taxes be paid in full prior to the stamping of the Deed.
3. That a park fee be imposed on the granting of this Application in the amount of \$600.00, and that such fee shall be paid prior to the stamping of the Deed.
4. That the Secretary-Treasurer provide a Species at Risk Screening memo to the applicant for their follow-up with the Province.
5. That the applicant obtain a Zoning By-law amendment respecting the remnant farm parcel to prohibit the construction of a residential dwelling and to recognize any deficiencies in lot area, if required, and that the surplus lot be rezoned to permit 3 horses/ 4 chickens on a residential lot.
6. That a septic test report be completed and filed with the municipality by a Certified Septic System Installer confirming that the septic system meets Part 8 OBC regulations prior to the stamping of the Deed.
7. That the applicant enter into an Agreement with the municipality to be registered on title prior to the stamping of the Deed, to pay any applicable water rates or fees with respect to the subject lands.

8. That the applicant enter into an Agreement with the municipality prior to the stamping of the Deed regarding the apportionment of any current or future local improvements or drainage charges levied against the subject property.
9. That the applicant enter into an Agreement with the municipality prior to the stamping of the Deed regarding drain apportionment.
10. That the applicant submit a drawing detailing the surface and subsurface drainage for the entire lands prior to the stamping of the Deed.
11. That a "warning clause" be placed on title alerting potential purchasers of the potential for wind turbine erection within the general area prior to the stamping of the Deed.
12. That the Deed and a copy for our records be forwarded to the Secretary for stamping.
13. That all conditions be met in accordance with Section 53, Subsection 41 of The Planning Act, R.S.O. by **November 22<sup>nd</sup>, 2020**. Failure to fulfil the conditions by this date, shall deem the consent refused, as per The Planning Act.

**- Carried -**

#### **Application No. 2**

<b>APPLICATION:</b>	<b>B/40/2019</b>	<b>MAP NO. 010-02600</b>
<b>APPLICANT:</b>	<b>Joan Gevaert c/o Greg &amp; Lisa Cavers</b>	
<b>PROPERTY LOCATION:</b>	<b>1729 Lakeshore Road 219 (Community of Maidstone)</b>	

#### **PURPOSE OF APPLICATION**

The subject lands are located on the south/west corner of S. Middle Road and Lakeshore Road 219 in the former Community of Maidstone and has 381 metres (1,250 feet) of frontage off Lakeshore Road 219 and an overall area of 20.53 ha (50.73 acres). The applicants' agents are applying to sever a lot addition to add to the abutting vacant residential land at 0 Lakeshore Road 219. The lot addition proposes to add 30.48 metres (100 feet) of frontage off Lakeshore Road 219, and an overall area of 2,090.3 m<sup>2</sup> (22,500 ft<sup>2</sup>) which will provide additional lands due to the large municipal drains on both sides of the vacant lot. The retained farmlands, will maintain frontage of 381 metres (1,250 feet) and an overall area of 20.31 ha (50.2 acres). The subject lands are designated "Agricultural" and zoned "A, Agriculture".

**(If approved, both the retained land and the severed/merged parcel of land will comply with the Zoning By-law (lot frontage/ area)).**

## **PRESENT AT MEETING**

Greg & Lisa Cavers, Authorized Applicants

## **CORRESPONDENCE RECEIVED**

1. Lakeshore Building Dept. – No objection
2. Lakeshore Engineering Dept. – Any new entrances on the lot addition will require an engineer's report under the Drainage Act. Lot addition is subject to a water buy in fee according to the tariff of fees by-law at the time of servicing. Surface water and subsurface drainage tiles should be redirected around the lot addition parcel.
3. Lakeshore Drainage Dept. – Currently, this application will require an access bridge for the newly created lot addition under the Drainage Act as this property abuts municipal drains on the north and west side. To date, no application has been submitted but after speaking with the Planning Department, the owner is aware that a municipal bridge will be required.
4. Lakeshore Fire Dept. – No objection
5. Lakeshore Planning Dept. – Section 8.3.5.2 b) of the Official Plan permits a consent for technical or legal purposes where a separate lot is not being created (e.g. boundary adjustment) and the lots subject to the application and any retained lands comply with the Zoning By-law. It appears both the severed (with the adjoining lands) and the retained parcel's lot area and lot frontage will meet the minimum requirements of the A zone. Section 2.3.4.2 of the PPS states that lot adjustments in prime agricultural areas may be permitted for legal or technical reasons. In addition, an R-Plan will be required to detail the lot addition or consent and a survey (if required).

The consent application is in conformity with the Town of Lakeshore Official Plan and the *Provincial Policy Statement*. If the Committee decides to approve this application, the following conditions of approval are recommended, in addition to any required standard conditions:

- The submission of an R-Plan to detail the consent and survey (if required);
- That the proposed severance merge with the lot being enlarged in accordance with Sections 50(3) and (5) of the *Planning Act*;

- Satisfaction of the Town's Drainage Department, if required by that Department;
  - Satisfaction of the applicable Conservation Authority, if required by the Authority.
6. Essex Region Conservation Authority – The subject parcel falls within the regulated area of the Malden Road Drain and 2<sup>nd</sup> Conc. Rd. Drain South of Malden Rd, requiring the property owner to obtain a permit and/or clearance from this office prior to any construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act. We have no concerns with stormwater management, nor is the property within or adjacent a natural heritage feature. We have no objections to this application for consent.

## **APPLICANTS AMENDMENTS**

- None

## **DISCUSSION**

Mr. & Mrs. Greg Cavers advised of their attendance to answer any questions of the Committee.

The Chair inquired if anyone in the audience wished to speak to the application. No response was received.

Member Barrette questioned the ownership of the residential lot and why the necessity for a lot addition.

Ms. Cavers noted that the lot addition is required to accommodate a dwelling and septic system on the subject lands due to the large setbacks required for the two abutting municipal drains. They clarified that a new driveway crossing under the Drainage Act would be applied for and be located off Lakeshore Road 219.

Member Sylvestre questioned how or when the lot was originally created.

Mr. Cavers noted it was a retirement lot created some 35 years ago for his mother/father and prior to the municipal drains now established.

Member Barrette supported the lot addition, noting it complied with severance policies, and subject to the recommended conditions.

**Moved by Member Barrette  
2<sup>nd</sup> by Member Diemer**

That Consent Application B/40/2019 by Joan Gevaert c/o Greg & Lisa Cavers be approved subject to the following conditions:

1. That the applicant obtain a proper Survey and Reference Plan from an Ontario Land Surveyor for the severed parcel of land and all buildings that confirms compliance with additional zone provisions and detail a 1' x 1' square from the original lot at 0 Lakeshore Road 219, to merge the lot addition lands. Data shall also be provided on a CD or floppy disk in the format of a projection (NAD 83) UTM Zone 17.
2. That all municipal taxes be paid in full prior to the stamping of the Deeds.
3. That the applicant enter into an Agreement with the municipality prior to the stamping of the Deeds regarding the apportionment of any current or future local improvements or drainage charges levied against the subject property.
4. That the applicant enter into an Agreement with the municipality prior to the stamping of the Deeds regarding drain apportionment.
5. That the Deed for the lot addition be prepared and a copy for our records be forwarded to the Secretary for stamping.
6. That Section 50(3) and (5) of The Planning Act shall apply to this severance and that the property shall be conveyed & merged to Roll #3751 010-000-02540.
7. That the applicant produce a Deed and/or a Solicitor's Undertaking to the Secretary prior to the stamping of the severance Deeds, in evidence that the severed parcel and the abutting parcel will be registered in the same name(s) in satisfaction that all parcels will merge.
8. That the applicant/ and or a Solicitor provide an Undertaking to the Secretary prior to the stamping of the severance Deed(s), in evidence that "Application to consolidate Pins" will be submitted to the Land Titles/ Registry Office and provide proof of the consolidation.
9. That all conditions be met in accordance with Section 53(41) of the Planning Act, R.S.O. by **November 22, 2020**. Failure to fulfil the conditions by this date, shall deem the consent refused, as per The Planning Act.

- **Carried-**

### **Application No. 3**

<b>APPLICATION:</b>	<b>A/22/2019</b>	<b>MAP NO. 620-26400</b>
<b>APPLICANT:</b>	<b>Joseph Nehme</b>	
<b>PROPERTY LOCATION:</b>	<b>803 Valentino Drive (Community of Rochester)</b>	

### **PURPOSE OF APPLICATION**

The applicant is seeking relief from the following Sections of the Lakeshore Zoning By-law 2-2012 to permit a new single detached dwelling:

- Section 8.3, Residential Waterfront – Lake St. Clair (RW2) Zone provision to permit a new single detached dwelling to be 4.572 metres (15 feet) from the rear yard lot line, whereby the by-law states: **“7.5 metres (24.6 feet) for a rear yard setback for main buildings”**; and:
- Section 6.42 d), Permitted Encroachments in Required Yards to permit the proposed new single detached dwelling eaves to encroach into the rear yard.

### **PRESENT AT MEETING**

Joseph & Nehme, Applicant

### **CORRESPONDENCE RECEIVED**

1. Lakeshore Building Dept. – Septic setbacks shall comply with Ontario Building Code requirements.
2. Lakeshore Engineering Dept. – No objection
3. Lakeshore Drainage Dept. – No objection
4. Lakeshore Fire Dept. – No objection
5. Lakeshore Planning Dept. – Section 45(1) of the *Planning Act* gives the authority of granting minor relief from the provisions of the Zoning By-law to the Committee of Adjustment. Such relief can only be granted if the Minor Variance passes four tests. If the Committee is not satisfied on all four tests, then the Minor Variance cannot be approved.

Staff are satisfied that the proposed development meets the four tests set out in the Planning Act.

The minor variance does not threaten the existing lakeshore/rural character of the Waterfront Residential Designation. The subject property is not part of any significant valley lands, woodlands or wetlands. It is located within the ERCA Limit of the Regulated Area but is outside the Lake St Clair Floodprone Area according to the Official Plan.

The purpose of the rear setback is to provide sufficient amenity space for the resident, as well as privacy and open space between units. Constructing the single detached dwelling 3.233 metres closer to the rear lot line than what is permitted will not significantly impact the ability of the rear yard to provide amenity space. North of the subject land is Crown land (Minister of Fisheries, Oceans and the Canadian Coast Guard) and Lake St. Clair so privacy and open space between units is not an issue.

There appears to be existing dwellings in the area located closer to their rear lot line than the proposed setback of 4.267 metres (14 feet) for the single detached dwelling. Overall, there is very little consistency in the area with respect to rear yard setbacks for main buildings. Therefore, the variance does not threaten the appearance of the streetscape and is compatible with its surroundings. None of the above issues appear to cause a concern and the variance is considered minor.

Therefore, the requested variance meets the following four tests prescribed under Section 45 (1) of the *Planning Act*.

- i. The variance would be "minor" in nature.
  - ii. It would be desirable for the appropriate development or use of the land, building or structure.
  - iii. It would maintain the general intent and purpose of the Official Plan.
  - iv. It would maintain the general intent and purpose of the Zoning By-law.
6. Essex Region Conservation Authority – The parcel falls within the regulated area of Lake St. Clair, requiring the property owner to obtain a permit and/or clearance from this office prior to any construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act. We have completed our review of the shoreline engineering assessment and advise that this proposal identifying a prescribed building envelope, and engineered shoreline management works will satisfy ERCA's Section 28 requirements for new development. A full ERCA permit will be required prior to future development commencing. We have no concerns with stormwater management, nor is the property within or adjacent a natural heritage feature. ERCA has no objections to this application for Minor Variance.



## APPLICANTS AMENDMENTS

- None

## DISCUSSION

Mr. Joseph Nehme advised of his attendance to answer any questions of the Committee.

The Chair inquired if anyone in the audience wished to speak to the application.

Mr. John Munro, 793 Valentino – advised he protests the minor variance application. Spoke to the requested reliefs and the current Zoning By-law that should be followed. Supplied pictures of other new dwellings currently being constructed along Ross Beach and other new houses within the area and questioned the proximity of the septic system to the lot lines and road allowances. He was concerned with loss of view and line of site provisions and felt that the application was not minor and could be precedent setting.

The Chair advised that the crown or municipal roads are not part of the Committee's review. She noted that the setback from the water's edge is controlled by the Conservation Authority and that each application stands on its' own merit.

The Secretary-Treasurer noted the Planner's review of the (4) four tests of a minor variance took into consideration the Ministry of Fisheries & Oceans land at the rear of the property.

Mr. & Mrs. Kelly Jordan, 801 Valentino – spoke to the history of the subject lands and the prior fire to the dwelling years ago and recapped her discussion with municipality's Building Department. She was advised back then that the property owner could rebuild the dwelling in its' former location due to hardship. They never made an issue on the existing shed, which remained and was in their line of site of the lakefront. They felt the new property owner was trying to erect too large a dwelling for the property size and felt that no relief should be granted from the Zoning By-law. The dwelling should be made smaller so that no relief would be necessary. The drawings detail a 3 storey house and should not be as high or as close to the water's edge so that it does not impact their view of the waterfront.

The Secretary-Treasurer confirmed that the relief being requested was from the rear yard lot line and not from required Conservation Authority's 50 foot setback from the breakwall.

Mr. Andre Pellerin, 807 Valentino – felt that the applicant bought the lands and it was a buyer beware world and should have been cognizant of his building envelope. In his

opinion, Mr. Nehme is trying to put 10 pounds of potatoes into a 5 pound bag and it doesn't work. It is unfortunate that Mr. Nehme did not do his homework, and felt that the proposed 3 storey dwelling would look into all their backyards and impact their privacy. He felt that Mr. Nehme is a builder who will just build and sell this dwelling and not take into consideration the impact to the residents in the area.

Mr. Dave Marentette, 797 Valentino – commented on the recent removal of the shed on the property and questioned if the applicant would be removing the old septic tank system.

Mr. Nehme confirmed he would be replacing the original septic system with a new one that complied with the Building Code.

Mrs. Lynette Jordan also provided a letter from another property owner, Mr. James White, 799 Valentino who was unable to attend. Mr. White's concerns were that the proposed dwelling would block the views, deprive them of sunlight and privacy, and overshadow the neighbouring houses. He was happy to have a new modern, structurally sound ecofriendly house built to code, but not by allowing a variance to the Zoning By-law.

Member Diemer advised the audience that he understood their concerns. He also resides on the lakefront in a small dwelling with large dwellings on both sides. He noted that lake front properties are always redeveloping.

Member Barrette questioned if the footprint of the new dwelling is larger than the existing concrete footing on the property.

Mr. Nehme advised that the existing concrete on the property is the old shed that was recently torn down.

A discussion ensued on the septic system design and whether it could be made smaller and if the applicant had approached the neighbours to obtain additional lands through a lot addition consent.

The Secretary-Treasurer advised that the septic system is based on the size of the dwelling and was designed to meet the Ontario Building Code, which requires setbacks from lot lines and the proposed dwelling. There is no relief from the Ontario Building Code that can be granted by the Committee of Adjustment.

Mr. Nehme advised he had approached both abutting neighbours previously, and that they were not interested in selling any land.

Member Diemer supported the application, noting it met the four tests of a minor variance.

**Moved by Member Diemer  
2<sup>nd</sup> by Member Sylvestre**

That Minor Variance Application A/22/2019 by Joseph Nehme be approved.

**- Carried –**

**Moved by Member Sylvestre  
2<sup>nd</sup> by Member Diemer**

That the minutes of October 9, 2019 and October 23, 2019 be adopted as printed and distributed.

**- Carried –**

**Moved by Member Hacon  
2<sup>nd</sup> by Member Diemer**

THAT the meeting adjourn at 7:20 p.m.

**- Carried –**

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Pat Niziolek  
Chairman

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Maureen Lesperance  
Secretary-Treasurer

**TOWN OF LAKESHORE**  
**COMMUNITY AND DEVELOPMENT SERVICES**  
**DEVELOPMENT SERVICES DIVISION**

**TO:** Mayor and Members of Council

**FROM:** Kim Darroch, Manager of Development Services

**DATE:** November 19, 2019

**SUBJECT:** Site Plan Control (File: SPC-9-2019), 2366146 Ontario Ltd., c/o Ray Tracey, 1925 County Road 42, Community of Rochester

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**RECOMMENDATION:**

It is recommended that:

1. Council approve Site Plan Control Application SPC-9-2019 to permit the placement of a 1,232 m<sup>2</sup> (13,261 ft<sup>2</sup>) new warehouse building, located at 1925 County Road 42, in the Community of Rochester, subject to the following conditions:
  - a) that the Owner/Developer enter into an amending Site Plan Agreement with the Town to provide for the installation, construction, and maintenance of driveways, parking areas, lighting, landscaping, grading, drainage, and any necessary service connections, easements and other items; and
2. The Mayor and Clerk be authorized, by By-law # 130 -2019 to execute the amending Site Plan Agreement.

**BACKGROUND:**

The proposed site plan amendment affects a 2.84 hectare (7.03 acre) rural commercial / employment parcel of land located at 1925 County Road 42, as shown on the Key Map (Appendix 1), in the Community of Rochester. The applicant wishes to construct a 1,232 m<sup>2</sup> (13,261 ft<sup>2</sup>) new warehouse building on the subject property. The smaller building addition labeled "future warehouse" on the site plan and attached as Appendix 2, will require a future site plan amendment application.

Re-zoning and site plan approval was previously obtained to permit a warehouse building in December of 2013, as well as to obtain relief from various sections of the Town of Lakeshore Zoning By-law, regarding the requirement for hard surfacing and curbing for the parking lot, in this rural location. In addition to the warehousing use, the property has a secondary use, which was not subject to *Planning Act* approvals under the *Green Energy*

*Act* (i.e. a ground mounted solar project).

### **BACKGROUND:**

Subject Land (1925 County Road 42)	Lot Area - 2.84 hectare (7.03 acres) Existing Use – warehouse(s) and solar project Proposed Use – additional new building (warehouse use) Access – access off of County Road 42 Services – municipal water, private sewage system (septic system)
Neighbouring Land Uses	All Directions – mix of agricultural, rural residential, rural commercial / employment land uses
Official Plan	Agricultural
Existing Zoning	“CR-49, Rural Commercial / Employment Zone ”

### **COMMENTS:**

#### Provincial Policy Statement, County Official Plan and Lakeshore Official Plan

There are no issues of Provincial, County or municipal significance raised by this application.

#### Zoning By-law

The subject lands are currently zoned “CR-49” which permits the proposed use of a warehouse.

#### Site Plan

The site plan drawing (attached as Appendix “2”), prepared by the applicant, details the proposed warehouse facility.

### **OTHERS CONSULTED:**

Administration has reviewed the proposal and concurs with the recommendations of this report.

### **FINANCIAL IMPACTS:**

There are no adverse financial impacts resulting from the recommendation.

**Prepared by:**



Kim Darroch, M.PL., MCIP, RPP  
Manager of Development Services

**Reviewed by:**



Tammie Ryall, MCIP, RPP  
Director of Community  
and Development Services

**Submitted by:**



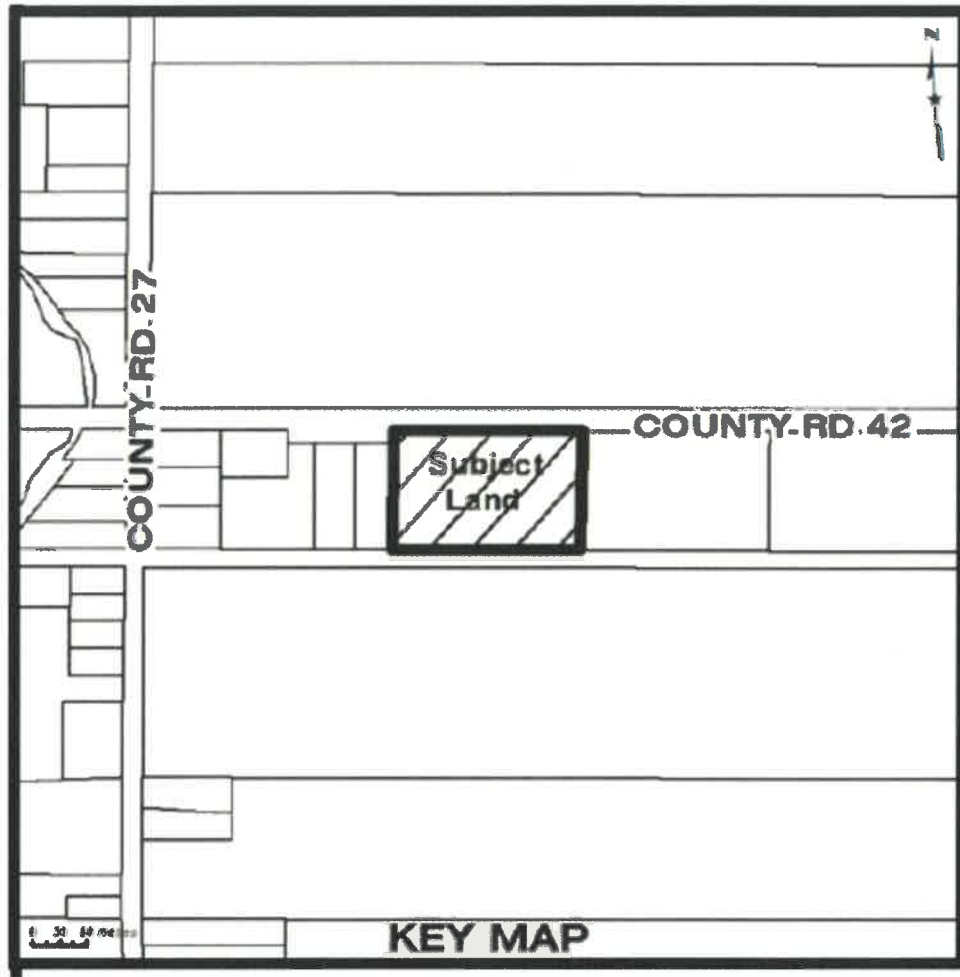
Truper McBride, MPlan, RPP, MCIP  
Chief Administrative Officer

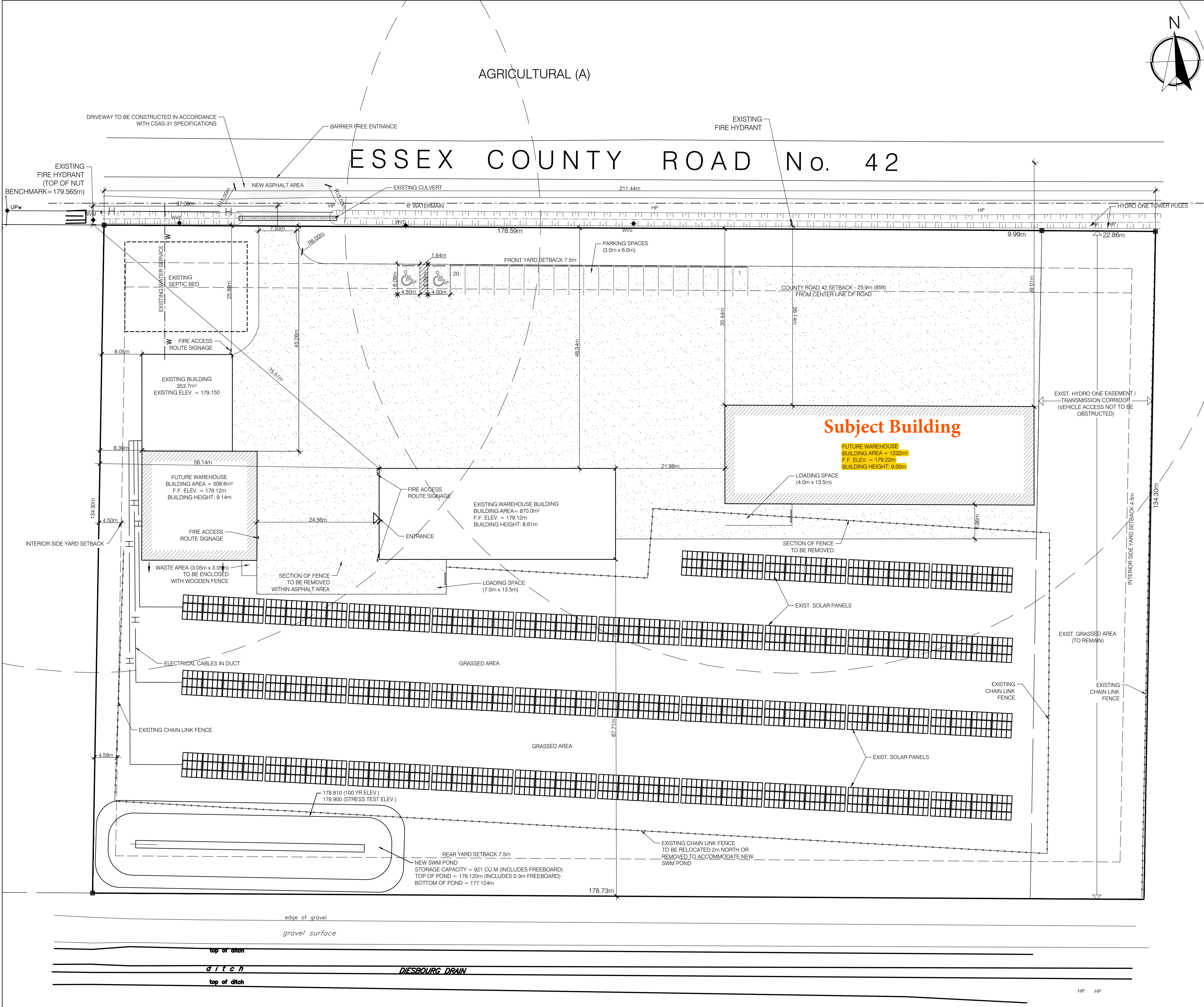
**Attachments:**

**Appendix "1" Key Plan**  
**Appendix "2" Site Plan**



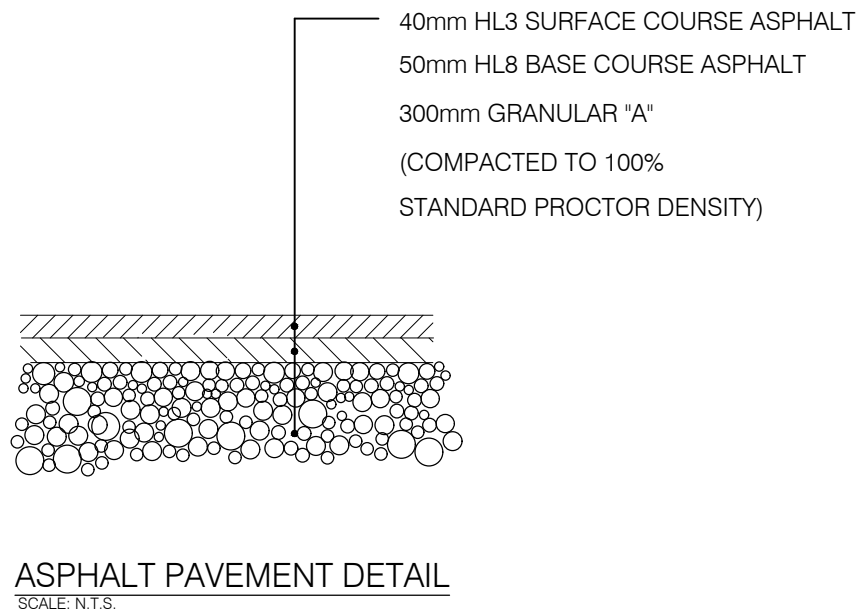
Appendix 1 – Key Map





ZONING MATRIX	RURAL COMMERCIAL/EMPLOYMENT CR-49	
	REQUIRED	PROVIDED
LOT AREA	1858m²	28,395.9m²
LOT FRONTAGE	30m	211.44m
LOT COVERAGE	30%	10.5%
LANDSCAPE OPEN AREA	20%	64%
BUILDING HEIGHT	10.5m	AS NOTED
FRONT YARD	7.5m	23.01m
INTERIOR YARD	4.5m	8.39m (MIN)
EXTERIOR YARD	6m	N/A
REAR YARD	7.5m	67.7m
PARKING SPACES	1 PARKING SPACE PER 140 SQ.M. UP TO 2,000 SQ.M. OF GROSS FLOOR AREA, PLUS 1 PARKING SPACES PER 450 SQ.M. OF GROSS FLOOR AREA OVER 2,000 SQ.M.	20 PARKING SPACES

- CONSTRUCTION NOTES:
- GENERAL
- SITE PLAN AND TOPOGRAPHIC SURVEY PROVIDED BY BAIRD AE.
  - FINAL UTILITY LOCATIONS ARE TO BE PROVIDED BY CONTRACTOR, AND VERIFIED ON SITE PRIOR THE START OF ANY WORK.
  - ALL WORKS TO BE COMPLETED IN ACCORDANCE WITH THE RELEVANT CSA STANDARDS AND SPECIFICATIONS, AND THE MINISTRY OF THE ENVIRONMENT GUIDELINES AND APPROVALS (LATEST EDITIONS).
  - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE AND VALID UTILITY LOCATES AND PROTECTING ALL EXISTING UTILITIES PRIOR TO AND THROUGHOUT THE ENTIRETY OF CONSTRUCTION.
  - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION.
  - ALL DELETERIOUS MATERIALS ARE TO BE REMOVED FROM SITE AS PER OPSS 180
- IT IS THE CONTRACTORS RESPONSIBILITY TO BE FAMILIAR WITH ALL RELEVANT OPSS DETAILS AND ALL APPLICABLE OPSS STANDARD DOCUMENTS REQUIRED TO PROPERLY COMPLETE THE WORK SHOWN.
- FAILURE TO MEET OPSS AND OPSS STANDARDS DURING CONSTRUCTION THAT RESULT IN ADDITIONAL WORK/CHANGES WILL BE DONE SO AT THE CONTRACTORS TIME AND EXPENSE.
  - SHOULD THERE BE A CONFLICT BETWEEN ANY OPSS AND THE QUOTED SPECIFICATION, THE MORE STRINGENT SHALL BE APPLIED.
- ALL GARBAGE TO BE STORED INDOORS UNTIL WASTE COLLECTION/DISPOSAL OFF SITE OCCURS. NO OUTDOOR WASTE COLLECTION SHALL OCCUR ON SITE.



LEGEND	
GRASS	
ASPHALT	
NEW FENCE	
WATER SERVICE	

DATE: \_\_\_\_\_  
  
MATT BAIRD, P.ENG.

DATE	REVISIONS	DATE	REVISIONS
10/ 18 /2019	REV. 6 - REVISIONS AS PER LAKESHORE		
08/ 16 /2019	REV. 5 - NEW FUTURE STORAGE FACILITY AND EXPANDED PARKING		
06/ 03 /2019	REV. 4 - NEW UNIT ADDITION AND PARKING ADJUSTMENTS		
02/ 01 /2018	REV. 3 - LOADING SPACE AND HYDRO ONE CHANGES AS PER LAKESHORE		
12/ 14 /2017	REV. 2 - PARKING LOT CHANGES AS PER LAKESHORE		
11 / 21 /2017	REV. 1 - PARKING LOT CHANGES AS PER LAKESHORE		
09 /21 /2017	FINAL	11 / 15 / 2019	REV. 7 - REVISIONS AS PER LAKESHORE

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

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

PROJECT TITLE:  
**WAREHOUSE EXPANSION**  
1925 COUNTY ROAD 42  
BELLE RIVER, ON N0R 1A0

SHEET TITLE:  
**SITE PLAN**

DATE:  
13/11/2019

SCALE:  
1:400

DRAWN BY:  
L.P.

CHECKED BY:  
W.E.

PROJECT NO:  
**17-143**

SHEET NO:  
**1**

**TOWN OF LAKESHORE**  
**COMMUNITY AND DEVELOPMENT SERVICES**  
**DEVELOPMENT SERVICES DIVISION**

**TO:** Mayor and Members of Council

**FROM:** Kim Darroch, Manager of Development Services

**DATE:** November 19, 2019

**SUBJECT:** Serenity Bay Subdivision Agreement (County File: 37-T-15001 and Town File: S-A-2-2015), 1903286 Ontario Inc. and Jack Mocer and Sons Contracting Ltd., c/o Dillon Consulting Limited, 299 Old Tecumseh Road / 0 Jordan Lane, Community of Maidstone, Town of Lakeshore

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**RECOMMENDATION:**

It is recommended that:

The Mayor and Clerk be authorized, by By-law 131-2019, to execute a Subdivision Agreement with the Owner for Serenity Bay Subdivision, subject to the inclusion of the following provision:

The agreement covers thirteen (13) lots for single detached residential dwellings, four (4) blocks (18, 19, 20 and 24) for twelve (12) townhouse residential dwellings, fifteen (15) blocks (14, 15, 16, 17, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31 and 32) for thirty (30) semi-detached residential dwellings, one (1) block (block 33) for a storm water management facility and two (2) blocks (blocks 34 and 35) for daylight triangles as shown on the legal 12M-Plan, prepared and certified by Roy A. Simone, O.L.S., dated August 31, 2018.

**BACKGROUND:**

The site is located on the south side of County Road 2 (Old Tecumseh Road), east of Flanders Road, west of Jordon Lane (Appendix 1). The lands are currently vacant (3 land parcels under two separate ownerships) and used for agricultural purposes. The site is approximately 4.92 hectares in area, with approximately 147 metres of frontage along County Road 2 (Old Tecumseh Road).

The residential plan of subdivision was draft approved on March 22, 2019. One of the conditions of draft approval is that the owner / developer enter into a subdivision agreement with the municipality to satisfy all the requirements financial or otherwise,



concerning the provision of roads and services, sidewalks, fencing, stormwater, lighting etc.

Engineering has no objection to the development proceeding with regard to water and sewage capacity / treatment.

### **COMMENTS:**

#### **County Official Plan**

The application conforms to the County Official Plan and is designated as a Settlement Area, which permits residential developments of this nature.

#### **Lakeshore Official Plan**

The subject property is designated 'Residential' in the Lakeshore Official Plan. Therefore the proposal conforms to the basic land use policies of the local Official Plan.

#### **Zoning By-law**

Council approved Zoning By-law Amendment Application ZBA-15-2015 (By-law No. 6-2019, Town of Lakeshore By-law 2-2012, as amended), to rezone the parcels, from "R1, Residential – Low Density" to "R1(h4), Residential – Low Density, holding" zone for single detached units and a site-specific "R2-25(h4), Residential – Low Density, holding" zone which amended certain regulations to permit semi-detached and townhome units.

#### **Plan of Subdivision**

The residential development consists of 55 dwellings (13 single detached dwellings, 12 townhouses and 30 semi-detached dwellings). The dwellings are accessed internally from the proposed local road network and externally from County Road 2 (Old Tecumseh Road). A stormwater management facility is being provided to facilitate stormwater management for the subdivision. The Owner is providing a compatible quality of design for the single detached dwellings, semi-detached dwellings and townhouse dwellings, with a focus on protecting the streetscape and integrating the new development with existing housing patterns. The subdivision will conform to the latest version of the updated Development Manual and detailed design matters will be reviewed during the further processing of the application to ensure compliance with Town development standards and other policies.

#### **Conclusion**

A plan of subdivision is a legal survey (12M Plan) that divides a parcel of land into smaller lots or blocks and secures the developer's obligations through a subdivision agreement. The developer / owner is required to sign a subdivision agreement with the Town prior to construction (See Appendix 2 and 3).

The subdivision agreement clearly states the developer's obligations to the Municipality, including:

- Provision of performance and maintenance securities to guarantee satisfaction of the developer's obligations under the subdivision agreement;
- Provision of a mud deposit to keep Lakeshore's roads and other lands free from dirt and debris during construction;
- Provision of a payment for boulevard trees to enhance the streetscape;
- Payment of any outstanding taxes and other accounts (i.e. legal and engineering fees);
- Provision of public liability and property insurance during the period of construction;
- Installation of all stormwater management measures;
- Land conveyances to the County of Essex;
- Parkland payments;
- Allocation of sanitary sewage treatment capacity;
- Conveyance of any .3 m reserves;
- Compliance with the Town's current *Development Manual* for the construction of roads, sewers, watermains, stormwater, parks, sidewalks, lighting, fencing and other services in the subdivision;
- Provision of a landowner's cost sharing agreement (must be entered into between the two owners to construct the local road and share the costs);
- Town requires that the section of open drain immediately upstream and downstream of the site be enclosed for maintenance and performance reasons;
- Requirement to post on all road frontages, a subdivision map to show the lotting pattern, land uses, roadways, sidewalks etc.; and
- Requirement to submit a Construction Management Plan.

Detailed plans and specifications for the residential development will be required to be submitted to the Town and to be reviewed by Administration and or other agencies before any lots can be sold or permits issued for construction. Once final servicing and construction plans are approved, and final approval to register the plan is given by the County of Essex, lots in the subdivision can be sold (legally transferred to the purchaser)

and building permits issued.

Based on the foregoing, the Town's Planner supports the recommendation in this report and recommends that Council move forward with the executed subdivision agreement.


**OTHERS CONSULTED:**

Administration has reviewed the proposed residential development and implementing subdivision agreement and supports the residential proposal, subject to the recommendation set forth in this report.


**FINANCIAL IMPACTS:**

There are no financial impacts resulting from the recommendation.

**Prepared by:**

  
Kim Darroch, M.PL., MCIP, RPP  
Manager of Development Services

**Reviewed by:**

  
Tammie Ryall, MCIP, RPP  
Director of Community  
and Development Services

**Submitted by:**

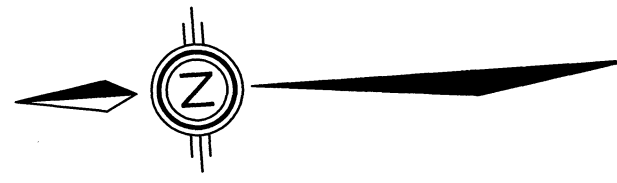
  
Truper McBride, MPlan, MCIP, RPP  
Chief Administrative Officer

Appendix(s)

- '1' – Key Map and Draft Approved Plan
- '2' – Draft 12M- Plan
- '3' – Draft Conditions



NOTE 1: SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF LAKESHORE TOWNSHIP AS IN INSTRUMENT No. R1442208  
SUBJECT TO EASEMENT IN FAVOUR OF ONTARIO HYDRO NETWORKS COMPANY INC. AS IN INSTRUMENT No. R1475828.  
SUBJECT TO EASEMENT IN FAVOUR OF BELL CANADA AND UNION GAS LIMITED AS IN INSTRUMENT No. R1485166.



LAURENDALE DRIVE  
Part 47



DRAFT PLAN OF SUBDIVISION  
OF  
PART OF LOT 1,  
CONCESSION EAST OF PIKE CREEK  
GEOGRAPHIC TOWNSHIP OF MAIDSTONE  
NOW IN THE  
TOWN OF LAKESHORE  
COUNTY OF ESSEX, ONTARIO  
© VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.  
SCALE = 1:500

LEGEND AND NOTES  
BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.  
DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99985862

ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.  
SIB DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR  
IB DENOTES 19mm X 19mm X 0.61m STANDARD IRON BAR  
IB \* DENOTES 19mm diameter X 0.61m ROUND IRON BAR  
DENOTES 5mm X 50mm STEEL PIN  
DENOTES SURVEY MONUMENT FOUND  
DENOTES SURVEY MONUMENT SET AND MARKED 1744  
WT. DENOTES WITNESS (W) DENOTES MEASURED (M) DENOTES DEED (D)  
DENOTES OBSERVED REFERENCE POINT  
SIB'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.  
(SIB) DENOTES SET PROPORTIONALLY (CIB) DENOTES ORIGIN UNKNOWN  
(P) DENOTES PLAN 12R-16625 (P3) DENOTES PLAN 12R-7762  
(P1) DENOTES PLAN 12M-141 (P2) DENOTES PLAN 12R-23431  
(P2) DENOTES PLAN 12R-20514 (P3) DENOTES PLAN 12R  
(1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.  
(1201) DENOTES CLARKE SURVEYORS INC., O.L.S.  
(1194) DENOTES JOHN B. SIMEON INC., O.L.S.

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

SUMMARY  
TOTAL NUMBER OF LOTS 13  
TOTAL NUMBER OF BLOCKS 22  
TOTAL AREA OF SITE 4.924 Hectares

OWNER'S CERTIFICATE (LOTS 1 to 4 (incl.), BLOCKS 14 to 35 (incl.), JORDAN LANE, STREET 'A' and PART OF STREET 'B')  
I HEREBY AUTHORIZE THE FILING OF THIS DRAFT PLAN FOR APPROVAL.

1003286 ONTARIO LIMITED  
DATE: AUGUST 31, 2018  
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

OWNER'S CERTIFICATE (LOTS 5 to 13 (incl.) and PART OF STREET 'B')  
I HEREBY AUTHORIZE THE FILING OF THIS DRAFT PLAN FOR APPROVAL.

JACK MOCERI & SONS CONTRACTING LIMITED  
DATE: AUGUST 31, 2018  
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

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

DATE AUGUST 31, 2018  
Roy A. Simone  
ONTARIO LAND SURVEYOR  
for VERHAEGEN • STUBBERFIELD • HARTLEY  
BREWER • BEZAIRE INC.

WINDSOR 944 Ottawa Street  
N8X 2E1  
Ph: (519) 258-1772  
Fax: (519) 258-1791  
VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC.  
LEAMINGTON 187 Talbot Street East  
N8H 1L8  
Ph: (519) 322-2375  
Fax: (519) 322-2975  
ONTARIO LAND SURVEYORS  
DRAWN BY: D.J. CAD Date: August 31, 2018 4:35 PM  
CHECKED BY: RAS. CAD File: 42886000.dwg  
WORK ORDER: 4-26960 FILE NO.: E-MAID-EPR-1 PLAN FILE NO.: J-646'C

2  
COUNTY ROAD  
ESSEX  
P.I.N. 75000-0526

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POINT	ID	NORTHING	EASTING
ORP-A		N4866207.398	E348804.300
ORP-B		N4866208.371	E348657.013

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

"METRIC"  
Distances shown on this plan are in Metres and can be converted to feet by dividing by 0.3048

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**Applicant:** 1903286 Ontario Inc. and Jack Mocer  
**And Sons Contracting Ltd.**  
**File No.:** 37-T-15001  
**Municipality:** Town of Lakeshore  
**Location:** Pt Lt 1, Conc. East of Pike Creek (Maidstone)

**Date of Decision:** March 22, 2019  
**Date of Notice:** March 22, 2019  
**Last Date of Appeal:** April 11, 2019  
**Lapsing Date:** March 22, 2022

## NOTICE OF DECISION

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

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

#### When and How to File an Appeal

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

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

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

#### Who Can File An Appeal

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

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

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

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

#### How to receive Notice of Changed Conditions

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

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

#### Getting Additional Information

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

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

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

<b>Applicant:</b>	<b>1903286 Ontario Inc. and Jack Mocerri And Sons Contracting Ltd.</b>	<b>Date of Decision: March 22, 2019</b>
<b>File No.:</b>	<b>37-T-15001</b>	<b>Date of Notice: March 22, 2019</b>
<b>Municipality:</b>	<b>Town of Lakeshore</b>	<b>Last Date of Appeal: April 11, 2019</b>
<b>Location:</b>	<b>Pt Lot 1, Conc. East of Pike Creek (Maidstone)</b>	<b>Lapsing Date: March 22, 2019</b>

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

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## **No. Conditions**

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1. That this approval applies to the draft plan of subdivision, prepared and certified by Roy Simone, O.L.S., dated August 31, 2018, which shows a total of thirteen (13) lots for single detached residential dwellings, four (4) blocks (Blocks 18, 19, 20 and 24) for twelve townhouse residential dwellings, fifteen (15) blocks (Blocks 14 to 17, 21 to 23, and 25 to 32) for thirty (30) semi-detached residential dwellings, one (1) block (Block 33) for stormwater management facility, and two (2) blocks (Blocks 34 and 35) for daylight triangles.
  
2. That the Owner enters into a subdivision agreement with the Town of Lakeshore, to the satisfaction of the Municipality, wherein the Owner agrees to satisfy all the requirements, financial and otherwise, of the Municipality, including, but not necessarily limited to, the payment of development charges, provisions of roads, sidewalks, fencing and landscaping, grading plans, geotechnical report, construction management plan, fire department access and water supply, temporary construction access and parking for construction trades, installation and capacity of services, sanitary sewerage collection system, water distribution system, utilities and stormwater management facilities for the development of the lands within the plan, all of which shall comply with the latest version of the Municipality's Development Manual, and all previously approved or adopted servicing studies for the overall development area.
  
3. That the subdivision agreement between the Owner and the Municipality shall contain provisions, to the satisfaction of the Municipality, as follows:
  - a) A provision requiring the Owner to provide a plan showing the location of all fencing on a separate sheet within the required engineering submission and/or landscape submission. All fencing to be in accordance with the Town's Development Manual and Fencing By-law and approved by the Municipality. The fencing shall be located on private property;
  - b) A provision requiring the Owner to, under the requirements of the Drainage Act, enclose sections of the open municipal drain immediately upstream and downstream of the subject lands for maintenance and performance reasons;
  - c) A provision requiring the Owners to enter into a separate landowners' cost sharing agreement for the construction and cost sharing of a portion of Street 'B', and shall provide the municipality with written acknowledgment from the trustee or project engineer, as applicable, advising that the Owners have signed the agreement, that it is in good standing, and that the deeds have been delivered and payments made or

<b>Applicant:</b>	<b>1903286 Ontario Inc. and Jack Mocerri And Sons Contracting Ltd.</b>	<b>Date of Decision: March 22, 2019</b>	<b>2</b>
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secured, prior to the Municipality providing final clearance for any phase, to the County of Essex.

4. That the subdivision agreement between the Owner and the Municipality contain a provision requiring the owner to notify in writing each person who first offers to purchase any subdivided lot within the plan of subdivision of all approved development charges, including development charges for school purposes, relating to any such lot pursuant to Section 59(4) of the Development Charges Act, 1997, and the Education Act.
5. That the subdivision agreement between the Owner and the Municipality shall contain a provision prepared to the satisfaction of the Municipality, regarding the phasing or timing of the development.
6. That the subdivision agreement between the Owner and the Municipality be registered against the lands to which it applies prior to the registration of the plan of subdivision.
7. That the road allowances included in this draft plan shall be shown and dedicated as public highways.
8. That the streets shall be named to the satisfaction of the Town of Lakeshore.
9. That the Owner convey up to 5% of the land included in the plan to the Municipality for park purposes. Alternatively, the Municipality may require cash-in-lieu of all or a portion of the conveyance. Payment of cash-in-lieu for park or other recreational purposes shall be made prior to the issuance of building permits pursuant to Section 42(6) of the Planning Act, R.S.O. 1990, c.P.13, as amended.
10. That prior to final approval by the County of Essex, the County is to be advised by the Municipality that this proposed subdivision conforms to the Zoning By-law in effect. The Owner shall provide to the Municipality a table of lot areas and lot frontages certified by an Ontario Land Surveyor confirming compliance with the Zoning By-law.
11. That the Owner shall gratuitously provide easements as may be required for services, utility or drainage purposes in a form satisfactory to the Municipality or utility.
12. That the subdivision agreement between the Owner and the Municipality shall contain provisions, to the satisfaction of the County of Essex Infrastructure Services and the Municipality, as follows:

<b>Applicant:</b>	<b>1903286 Ontario Inc. and Jack Mocerri And Sons Contracting Ltd.</b>	<b>Date of Decision: March 22, 2019</b>	<b>3</b>
<b>File No.:</b>	<b>37-T-15001</b>	<b>Date of Notice: March 22, 2019</b>	
<b>Municipality:</b>	<b>Town of Lakeshore</b>	<b>Last Date of Appeal: April 11, 2019</b>	
<b>Location:</b>	<b>Pt Lt 1, Conc. East of Pike Creek (Maidstone)</b>	<b>Lapsing Date: March 22, 2019</b>	

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- a) That the Owner prepare a Traffic Impact Study (TIS) that meets the requirements of the County of Essex Transportation Impact Study Guidelines, and the Owner shall be responsible for all costs associated with any improvements to County Road 2 as deemed necessary by the TIS;
  - b) That the Owner shall dedicate, at no cost to the County, 15m x 15m daylight corners at the southwest and southeast corners of County Road 2 and Street 'A';
  - c) That the Owner shall enclose, at no cost to the County, the entire length of the Tecumseh Road Municipal Drain adjacent to the subject lands, including catch basins along the south side of County Road 2.
13. That all open sides of road allowances created by this plan be terminated in 0.3 metre reserves to be conveyed to the Municipality.
  14. That prior to final approval, the Municipality shall confirm that sewage treatment conveyance capacity and water supply capacity is available for all lots in the proposed development.
  15. That the subdivision agreement between the Owner and the Municipality contain provisions to the satisfaction of the Municipality and the Essex Region Conservation Authority, that the Owner undertake an engineering analysis to identify stormwater quality and quantity management measures as necessary to control any increases in flow in downstream watercourses, up to and including the 1:100 year design storm, and install the stormwater management measures identified above, as part of the development of the site.
  16. That prior to undertaking construction or site alteration activities, any necessary permits or clearances be received from the Essex Region Conservation Authority.
  17. That any environmental protection measures recommended in the stormwater management plan required by Condition 15, that are not capable of being addressed under the Ontario Water Resources Act, be implemented through the subdivision agreement.
  18. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School Board and the Windsor Essex Catholic District School Board, requiring sidewalks along all streets in accordance with municipal requirements.

<b>Applicant:</b>	<b>1903286 Ontario Inc. and Jack Mocerl And Sons Contracting Ltd.</b>	<b>Date of Decision: March 22, 2019</b>	<b>4</b>
<b>File No.:</b>	<b>37-T-15001</b>	<b>Date of Notice: March 22, 2019</b>	
<b>Municipality:</b>	<b>Town of Lakeshore</b>	<b>Last Date of Appeal: April 11, 2019</b>	
<b>Location:</b>	<b>Pt Lt 1, Conc. East of Pike Creek (Maidstone)</b>	<b>Lapsing Date: March 22, 2019</b>	

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19. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School Board and the Windsor Essex Catholic District School Board, requiring a notice in every agreement of purchase and sale advising purchasers of lots to be aware that students may not be able to attend the closest neighbourhood school and could be bussed to a distant school with available capacity.
20. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Canada Post Corporation and the Municipality, requiring notice in every agreement of purchase and sale advising purchasers of lots to be aware of the locations of any community mailboxes within or serving the plan and that mail delivery will be provided via community mailboxes.
21. That the subdivision agreement between the Owner and the Municipality contain a provision, to the satisfaction of the Municipality and VIA Rail Canada Inc., that the following clause be inserted in all offers to purchase, agreements of sale and purchase or lease and in the title deed or lease of each dwelling as follows:  
  

"Warning: Via Rail Canada Inc. or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). VIA will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
22. That prior to final approval by the County of Essex, the Owner shall submit for review and approval by the Municipality and the County, a draft of the final 12M plan for every phase.
23. That the subdivision agreement between the Owner and the Municipality contain a provision, to the satisfaction of the Municipality, whereby the Owner shall submit a temporary drainage plan to ensure that the drainage of surrounding lands and the lands to be developed are not adversely impacted by stormwater.
24. That prior to final approval by the County of Essex, the Owner shall provide, to the satisfaction of the Municipality and the County, documentation from the Ministry of Tourism, Culture and Sport, verifying that the Stage 2 archaeological report



<b>Applicant:</b>	<b>1903286 Ontario Inc. and Jack Mocerri And Sons Contracting Ltd.</b>	<b>Date of Decision: March 22, 2019</b>	<b>5</b>
<b>File No.:</b>	<b>37-T-15001</b>	<b>Date of Notice: March 22, 2019</b>	
<b>Municipality:</b>	<b>Town of Lakeshore</b>	<b>Last Date of Appeal: April 11, 2019</b>	
<b>Location:</b>	<b>Pt Lt 1, Conc. East of Pike Creek (Maidstone)</b>	<b>Lapsing Date: March 22, 2019</b>	

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completed by Cultural Resource Management Group Limited has been accepted by the Ontario Public Register of Archaeological Reports and that the site has no cultural value or interest.

25. That prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall provide to the Municipality and the County, a "Letter to Proponent", along with any other letters/authorizations/directions from the Ministry of Natural Resources and Forestry, and confirm that any site alteration will be completed in accordance with, and shall not contravene, the Endangered Species Act, 2007.
26. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Municipality and the Essex Region Conservation Authority, that stipulate that the Owner implement the recommendations contained in the Environmental Impact Assessment Report prepared by Dillon Consulting dated December 2017, to the satisfaction of the Municipality and the Essex Region Conservation Authority, and, prior to final approval of any phase, to require the preparation and submission of a post-construction report from the appropriate qualified professional that certifies that the mitigation measures and recommendations of the final Environmental Impact Assessment Report have been implemented.
27. That prior to final approval by the County of Essex, the County is advised in writing by the Town of Lakeshore how Conditions 1 to 15 inclusive, and Conditions 17 to 26 inclusive, have been satisfied.
28. That prior to final approval by the County of Essex, the County is advised in writing by the Essex Region Conservation Authority how Conditions 15, 16 and 26 have been satisfied.
29. That prior to final approval by the County of Essex, the County is advised in writing by the Greater Essex County District School Board how Conditions 18 and 19 have been satisfied.
30. That prior to final approval by the County of Essex, the County is advised in writing by the Windsor Essex Catholic District School Board how Conditions 18 and 19 have been satisfied.
31. That prior to final approval by the County of Essex, the County is advised in writing by the Canada Post Corporation how Condition 20 has been satisfied.

<b>Applicant:</b>	<b>1903286 Ontario Inc. and Jack Mocerri And Sons Contracting Ltd.</b>	<b>Date of Decision: March 22, 2019</b>	<b>6</b>
<b>File No.:</b>	<b>37-T-15001</b>	<b>Date of Notice: March 22, 2019</b>	
<b>Municipality:</b>	<b>Town of Lakeshore</b>	<b>Last Date of Appeal: April 11, 2019</b>	
<b>Location:</b>	<b>Pt Lt 1, Conc. East of Pike Creek (Maidstone)</b>	<b>Lapsing Date: March 22, 2019</b>	

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32. That prior to final approval by the County of Essex, the County is advised in writing by VIA Rail Canada Inc. how Condition 21 has been satisfied.
33. That prior to final approval by the County of Essex, the County is advised in writing by the County of Essex Infrastructure Services how Condition 12 has been satisfied.

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

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Essex, quoting the file number "37-T-15001".
2. It is suggest that the owner make themselves aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.
3. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of Environment under Section 23 and Section 24 of the Ontario Water Resources Act, R.S.O. 1980.
4. The Ministry of Environment did not review this subdivision with respect to any groundwater, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or other contaminants are present within or in close proximity to this subdivision. If either the Municipality or the Owner requires this assurance before proceeding, a consultant(s) should be engaged to conduct the necessary investigations.
5. The Ministry of Environment must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision. If waste materials or contaminants are discovered, a further approval under Section 46 of the Environmental Protection Act may be required from that Ministry.
6. The costs of any relocations or revisions to Hydro One Networks Inc. (HONI) facilities or any other local electrical utility that are necessary to accommodate the subdivision will be borne by the developer.
7. Any easement rights of Hydro One Networks Inc. (HONI) or any other local electrical utility are to be respected.

<b>Applicant:</b>	<b>1903286 Ontario Inc. and Jack Moceri And Sons Contracting Ltd.</b>	<b>Date of Decision: March 22, 2019</b>	<b>7</b>
<b>File No.:</b>	<b>37-T-15001</b>	<b>Date of Notice: March 22, 2019</b>	
<b>Municipality:</b>	<b>Town of Lakeshore</b>	<b>Last Date of Appeal: April 11, 2019</b>	
<b>Location:</b>	<b>Pt Lt 1, Conc. East of Pike Creek (Maidstone)</b>	<b>Lapsing Date: March 22, 2019</b>	

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8. The developer should contact the local Hydro One Networks Inc. Services office or other local electrical utility to verify if any low voltage distribution lines may be affected by this proposal. The transmission lines abutting this subdivision operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the *Occupational Health and Safety Act*, require that no object be brought closer than 6.0 metres to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres and for 115 kV conductors is 3.0 metres. It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. The parties should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.
  
9. The developer is hereby advised that prior to commencing any work within the plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services, i.e., 911 Emergency Services.
  
10. Clearances are required from the following agencies:

Ms. Kim Darroch  
Town of Lakeshore  
419 Notre Dame Street  
Belle River, ON N0R 1A0

Mr. Mike Nelson  
Essex Region Conservation Authority  
360 Fairview Avenue West  
Essex, ON N8M 1Y6

<b>Applicant:</b>	<b>1903286 Ontario Inc. and Jack Mocerri And Sons Contracting Ltd.</b>	<b>Date of Decision: March 22, 2019</b>	<b>8</b>
<b>File No.:</b>	<b>37-T-15001</b>	<b>Date of Notice: March 22, 2019</b>	
<b>Municipality:</b>	<b>Town of Lakeshore</b>	<b>Last Date of Appeal: April 11, 2019</b>	
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Greater Essex County District School Board  
451 Park Street West  
P. O. Box 210  
Windsor, ON N9A 6K1

Windsor Essex Catholic District School Board  
1325 California Avenue  
Windsor, ON N9B 3Y6

Mr. Bruno DeSando  
Canada Post Corporation  
955 Highbury Avenue North  
London, ON N5Y 1A3

VIA Rail Canada  
Attention: Mr. J.C. Walsh  
50 Drummond Street, Unit C  
Toronto, ON M8V 4B5

County of Essex Infrastructure Services  
360 Fairview Avenue West  
Suite 315  
Essex, ON N8M 1Y6

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

11. All measurements in subdivision and condominium final plans must be presented in metric units.
12. The approval of the draft plan will lapse on **March 22, 2022**. It is the responsibility of the applicant to request an extension of the draft approval if one is needed.

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

**TOWN OF LAKESHORE**  
**COMMUNITY AND DEVELOPMENT SERVICES**  
**DEVELOPMENT SERVICES DIVISION**

**TO:** Mayor and Members of Council  
**FROM:** Kim Darroch, Manager of Development Services  
**DATE:** December 4, 2019  
**SUBJECT:** Employment Lands Strategy Update

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**RECOMMENDATION:**

It is recommended that:

1. This staff report be received for information;
2. The information compiled by the consultants on the Employment Lands Strategy be used with the purpose of informing the Town's participation in the County of Essex's Five Year Official Plan Review, commencing in January 2020, starting with participation in the County's Growth Projections exercise and Regional Employment Land Needs Study; and
3. Council direct the Clerk to send this resolution and report to the County of Essex.

**BACKGROUND:**

On September 11<sup>th</sup> 2018, Council directed Administration to proceed with the development of an Employment Land Strategy for the Town of Lakeshore that includes exploring the need for converting lands along the Highway 401 corridor to employment uses in the future. This study would develop a comprehensive strategy to guide the designation and development of urban employment lands in the Town. In particular, the study focused on how to address employment land needs to better meet the Town's employment objectives. Section 3.3.2.1 of the Official Plan identifies the designation of additional employment lands through an ELS (Employment Land Strategy).

In May of 2019, WSP Canada Group Limited, in partnership with Watson & Associates Land Economists were chosen as the consulting team for the Employment Lands Strategy.

## **COMMENTS:**

Administration, the Mayor and Deputy Mayor recently met with the County of Essex CAO and Planning Manager, and were advised that the County will be undertaking Phase 1 of their required 5 Year Official Plan Review commencing in January 2020. The County and lower tier municipalities are aware that the Town of Lakeshore has commenced work on an Employment Land Strategy with an objective to develop a long term strategy to establish future employment lands at the Highway 401. The initiative to study future employment lands along the 401 has generated interest in the region and created momentum for the County of Essex to initiate a regional employment land study as the first background study to their Official Plan Review process.

The regional process will include representation from the Town of Lakeshore and other Essex County member municipalities. Additionally, the City of Windsor will be invited to participate. The Windsor Essex Economic Development Corporation has expressed interest in joining the conversation. Together, this dialogue will establish a truly regional approach to the Employment Lands Study and recommendations pertaining to the Highway 401.

With the entirety of the County now involved and committed to looking at the supply and need for future employment lands including the feasibility of employment lands along the Highway 401, Administration believes that now is the opportune time to upload the work done to date by Lakeshore on this initiative and continue advancing this important work at the County level. In doing so, Lakeshore has an opportunity to save additional expenditures on continuing this work alone in the amount of \$35,000.

As reported in the past to Council, the designation of employment lands is an upper tier jurisdiction and County support for any changes to employment lands must align with the County Official Plan. A truly regional proposal regarding employment lands along the Highway 401 would be the best approach with the Province as providing land use planning reasons to designate further employment lands along Highway 401 is difficult to provide and justify if considering only Lakeshore's land needs.

Currently, the County Official Plan includes population and employment forecasts to the year 2031, on which the current land budget is based and through which development opportunities are planned for its member municipalities, as a broad range of regional and local factors related to economics, demographics and infrastructure is anticipated to drive the rate of future economic and employment growth throughout the Town, over the longer term. These drivers will not only affect the rate and magnitude of employment growth, but will also influence the form, density and location of future employment growth on employment lands in Lakeshore.

The County 2020 budget for the preparation of background studies associated with the County Official Plan review was approved on December 4<sup>th</sup>. The budget approval confirms the County's intent to proceed with the economic development and employment land strategy.



The provincial government recently announced the Job Site Challenge program to create interest in assembling, servicing and promoting an inventory of mega sites in Ontario for industrial use (Appendix 2). Administration will explore opportunities with the County for the County to take the lead on submitting a proposal (or proposals) for the program.

**OTHERS CONSULTED:**


County of Essex  
CN Watson and Associates Land Economists  
WSP Planning Consultants


**FINANCIAL IMPACTS:**

The 2019 Budget allocated \$100,000 for the Employment Lands Study. Of this \$100,000, \$38,000 was budgeted to Watson for the growth projections and demographic work. Watson's component is nearly completed, and will be shared with Council when available. Putting this work on hold and uploading further work to the County would save Lakeshore \$35,000 in consulting fees.

**Prepared by:**

**Reviewed by**

  
for Kim Darroch, B.A., M.PL, MCIP, RPP  
Manager of Development Services

  
Tammie Ryall MCIP, RPP  
Director of Community and Development  
Services

**Submitted by:**

  
Truper McBride, MPlan, MCIP, RPP  
Chief Administrative Officer

Appendix 1: ELS Project Schedule  
Appendix 2: Job Site Challenge

## Project Schedule





## Job Site Challenge

If you have a large tract of land or industrial site, learn how it could be marketed to domestic and international investors in Canada's first mega site program.

### Overview

The Ontario government is developing an inventory of mega sites that can support large-scale manufacturing operations, to be marketed to international and domestic investors as part of the province's open for business, open for jobs strategy.

Mega sites are large tracts of land that are zoned for or could be zoned for advanced manufacturing use. They typically range from 500 to 1,500 acres in size. The sites should be serviced or serviceable by utilities, transportation and other infrastructure.

### About the program

The Job Site Challenge is a partnership opportunity. The Ontario government provides valuable services to help make your site attractive to prospective investors.

Applicants are asked to submit a proposal and put forward their best case for sites that can compete among North America's best.

**This is not a funding or grant program.**

### Benefits

If your site is selected to be part of the mega site inventory, you will benefit from:

- being endorsed and validated by an internationally recognized site selector
- a marketing campaign targeted at international and domestic investors, led by the Ontario government and site selector
- a streamlined approvals review process for any required provincial licences, permits and environmental approvals
- government support for a streamlined review of non-provincial licences, permits and approvals (including engaging with municipalities, agencies such as conservation authorities and utility companies)

If a company chooses your mega site, it could result in a lucrative long-term investment. It would also:

- create hundreds of good jobs in advanced manufacturing
- benefit local and surrounding communities
- create significant supply chain opportunities for small- and medium-sized businesses locally
- generate income from the sale or lease of the land

### Who can apply

You are invited to submit proposals for consideration if you are a:

- municipality
- economic development agency
- industrial property owner
- other interested party

### Site eligibility

The site does not have to be shovel-ready. It should be as close to possible to being ready for development approval (for example, building permits).

Your proposal will be evaluated based on 13 criteria, including:

## **TOWN OF LAKESHORE**

### **FINANCE SERVICES**

**TO:** Mayor and Members of Council  
**FROM:** Rosanna Pellerito, Director of Finance  
**DATE:** December 3, 2019  
**SUBJECT:** 2020 Budget Adoption

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#### **RECOMMENDATION:**

It is recommended that Council:

Adopt By-law 133-2019 establishing the 2020 Municipal Tax Levy and Tax Rates.

#### **BACKGROUND:**

At their meeting of December 2<sup>nd</sup> 2019, Council resolved to: "Approve the Draft 2020 Budget as amended."

#### **COMMENTS:**

Council received the 2020 Draft Budget on November 14<sup>th</sup> 2018. Council met to deliberate the 2020 Draft Budget on November 25, 26, 27 and on Dec 2<sup>nd</sup>, 2019.

The 2020 Draft Budget recommended a municipal levy increase of \$2,759,018. Further to Council's deliberations, the overall levy increase was amended to \$2,762,222. When factoring in the County levy and the School board levy, the blended rate equates to an increase of 0.82% (2.5% municipal levy increase). This translates to an additional \$25.54 on a home valued at \$250,000.

The overall amendments approved by Council resulted in a net increase to the municipal levy of \$3,204. The details of the approved budget amendments are identified below.

<b>Description of Amendments</b>	<b>Increase/ (Decrease)</b>
Addition of an Economic Development Officer for part of the year	\$33,750
Funding for the St Clair Shores Park Plan	30,000
Additional funding for the Mayor's Arts award	3,000
Addition of a Senior Planner to be hired part way through the year	50,000
Additional Funding for the Comber and Maidstone Museums	3,000
Revenue increase for the Garbage collection contract	(26,000)
Removal of consulting budget for Human Resources	(10,000)
Removal of the Communication Support budget	(10,000)
One-Time transfer from the Police reserve to fund that 2020 contract increase	(60,474)
Removal of the conversion of the Administrative Assistant in planning	(10,072)
Reduce the transfer to Roads Lifecycle Reserve	(500,000)
Increase in transfer to Gravel Roads Conversion	500,000
Growth Projection Correction	697,600
Reduction in the transfer to Vehicles & Equipment Reserve	(100,000)
Reduction in the transfer to Facilities-New Reserve	(65,000)
Increase in interest revenue	(200,000)
One-Time transfer from Recreation DC reserve to offset debt payments for the ATC	(332,600)
<b>Total Draft Budget Adjustments</b>	<b>3,204</b>
<b>2019 Draft Budget Levy Increase</b>	<b>2,759,018</b>
<b>2019 Final Budget Levy Increase as amended</b>	<b>\$2,762,222</b>

Below are other amendments to the 2020 Draft Budget not affecting the municipal levy:

Description of Amendments not Affecting the Levy	Increase/ (Decrease)
Reduction in funding for the upgrade of the Desk at the ATC	(\$140,000)
Removal of additional funding for the Splash Pad at the ATC	(170,000)
Additional funding for the Lighthouse Cove CIP Plan to be funded from the Plans and Studies reserve	45,000
Add a Showcase at the Libro Centre to be funded from the Facilities Reserve	\$3,000

**OTHERS CONSULTED:**

N/A

**FINANCIAL IMPACTS:**

By-law 133-2019 establishes the 2020 municipal own purposes tax levy and rates for collection of that levy. The 2020 tax rates have been calculated based on tax ratios anticipated to be approved by the County of Essex and by the Province (approval timing is unknown at the time of writing this report). In addition, the By-law establishes rates for garbage collection charges and sets the 2020 BIA levy and rates for collection of that levy.

**Prepared by:**



Rosanna Pellerito, CPA, CGA, CRM  
Director of Finance

**Submitted by:**



Truper McBride  
Chief Administrative Officer

## **TOWN OF LAKESHORE**

### **FINANCE SERVICES**

**TO:** Mayor and Members of Council

**FROM:** Rosanna Pellerito, Director of Finance

**DATE:** December 3, 2019

**SUBJECT:** 2020 Tariff of Fees

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#### **RECOMMENDATION:**

It is recommended that Council:

1. Approve the changes to the Tariff of Fees as outlined in the December 3, 2019 report from the Director of Finance, and
2. Adopt By-law 127-2019 to prescribe a Tariff of Fees for 2020.

#### **BACKGROUND:**

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

#### **COMMENTS:**

This report is provided to advise Council of recommended changes to the Tariff of Fees under By-law 127-2019, which is also before Council for consideration. Adoption of this By-law as presented will 1) continue fees and user rates previously adopted by Council, 2) allow for indexing based on the Consumer Price Index as applicable, and 3) approve the elimination or creation of any new fees and rates as recommended in this report.

All previous Tariff of Fees By-laws will be repealed upon adoption of the new By-law. The fees in Schedules A through J have been adjusted in accordance with the applied year over year change in the Consumer Price Index (CPI). Schedule K has been adjusted to reflect the water/wastewater rate study completed in 2018 as indicated below.

By-law 127-2019 will take effect on the 1<sup>st</sup> of January, except for Schedule C and Schedule I rates which are effective the 1<sup>st</sup> of April. New fees proposed for the Tariff of Fees are shown at the recommended 2020 rates; therefore, those fees have not be adjusted by the CPI index in 2020.



Various fee changes and new fees are recommended as outlined in the table below. The fees and rates recommended below are also included in the schedules to By-law 127-2019. Applicable taxes will be added to all fees.

Water and Wastewater operations are not taxation funded, but are to be 'self-funding' through water and wastewater user rates. The user rates set for these services are established to provide sustainable funding of both current and long-term costs for operations and capital infrastructure. Rate recommendations are based on strategic planning documents including the Asset Management Plan, Water and Wastewater Master Plan, Water Financial Plan and the Water and Wastewater rate study completed in 2018.

Description	Current	Proposed	Comments
<b>Schedule A – Building Services</b>			
<b>Parkland Dedication Fee</b>			
Residential Lot – Urban area	\$1,200	\$1,500	In accordance with Parks & Recreation Master Plan
<b>Schedule B – Planning and Development</b>			
Heritage Permit Application		Actual Cost	New Fee for 2020
Minor Variance Applications			Remove deposit requirement
Pre-consultation Meeting	\$90 flat fee	\$50/hour	Fee will be applied against the application
<b>Schedule C- Parks and Recreation</b>			
Rental of Atlas Tube Centre Lobby of Common Areas		\$150	New Fee for 2020
Table rentals		\$10 each	New Fee for 2020
Pickle ball and Shuffleboard (10 session pass)		\$33.75	New Fee for 2020
Gymnasium Drop In (10 session pass)		\$54.00	New Fee for 2020
<b>Schedule F- Administrative and Animal Control Services</b>			
Costs and Disbursements to attend third party appeals		Actual Cost	New Fee for 2020
<b>Schedule J - Marina</b>			
Boat Launch Ramp - Seasonal Pass Senior Rate		\$150	New Fee for 2020

Schedule K – Water and Wastewater			
<b>Water</b>			
Consumption - per cubic meter	\$1.50	\$1.52	2018 Water Rate Study
Basic - per month	\$20.21	\$20.41	2018 Water Rate Study
Flat rate - per month	\$71.71	\$72.00	2018 Water Rate Study
<b>Wastewater</b>			
Consumption - per cubic meter	\$1.45	\$1.52	2018 Water Rate Study
Basic - per month	\$16.45	\$18.71	2018 Water Rate Study
Flat rate - per month	\$67.20	\$69.00	2018 Water Rate Study

**OTHERS CONSULTED:**

SMT and Department Managers

**FINANCIAL IMPACTS:**

User fees and charges for taxation funded service areas are designed to mitigate the costs associated with providing services to individuals. Fees are recommended with consideration to recovering direct program costs, such as program supplies, but generally do not cover the full cost of the service. Further, in some areas fees have been constrained to achieve market comparability (e.g. recreation fees).

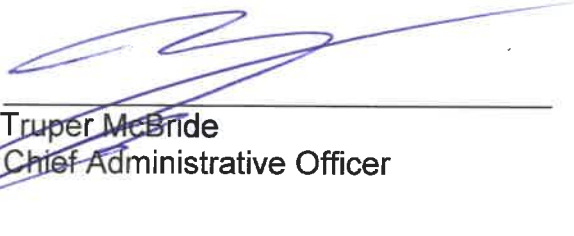
Fee revenue is included in annual budget requests to offset the cost of programs and services that must otherwise be recovered through taxation. Revenue impacts of the recommended changes identified above have been provided in the 2020 recommended budget where applicable.

**Prepared by:**

**Submitted by:**



Rosanna Pellerito CPA, CGA, CRM  
Director of Finance Services



Truper McBride  
Chief Administrative Officer

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**TOWN OF LAKESHORE**  
**ENGINEERING AND INFRASTRUCTURE SERVICES**  
**DRAINAGE DIVISION**

**TO:** Mayor and Members of Council  
**FROM:** Jill Fiorito, Drainage Superintendent  
**DATE:** November 27, 2019  
**SUBJECT:** Tile Loan Application – John and Michelle Sauvé - 2078  
Lakeshore Road 219 – (Roll No. 010.000.01000)

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**RECOMMENDATION:**

It is recommended that:

Council approve the Tile Loan Application submitted by John and Michelle Sauvé for tiling work to be performed at 2078 Lakeshore Road 219 (Roll No. 010.01000) in the amount of \$50,000.00 subject to Provincial funding.

**BACKGROUND:**

An application for a Tile Loan under the Tile Drainage Act in the amount of \$50,000.00 has been received from John and Michelle Sauvé for tiling work that will be performed at 2078 Lakeshore Road 219.

**COMMENTS:**

Tiling work will commence in the winter of 2019. Funds available through the Ministry of Agriculture, Food and Rural Affairs for 2019-2020 are administered on first come first served basis with an interest rate of 6%. All subsequent tile loan applications received must be sent to the Ministry to confirm the availability of funding.


**OTHERS CONSULTED:**

Director of Finance Services was consulted.

**FINANCIAL IMPACTS:**

There are no budget impacts resulting from the recommendation.


Prepared by:

  
\_\_\_\_\_  
Jill Fiorito, A.M.C.T.  
Drainage Superintendent

Reviewed by:

  
\_\_\_\_\_  
Nelson Cavacas, C.E.T.  
Director, Engineering &  
Infrastructure Services

Submitted by:

  
\_\_\_\_\_  
Truper McBride, MPlan, MCIP, RPP  
Chief Administrative Officer

/jf

## THE CORPORATION OF THE TOWN OF LAKESHORE

### LEGISLATIVE AND LEGAL SERVICES

**TO:** Mayor and Members of Council

**FROM:** Kristen Newman, Director of Legislative & Legal Services

**DATE:** December 5, 2019

**SUBJECT:** Continuation of Appointment of Integrity Commissioner

---

#### **RECOMMENDATION:**

It is recommended that:

Council adopt By-law 137-2019 continuing the appointment of Bruce Elman as the Town's interim integrity commissioner and authorizing the Mayor and Clerk to execute an agreement with Bruce Elman, The Corporations of the City of Windsor and the City of Amherstburg to retain integrity commissioner services for the term of January 1, 2020 through to and including December 31, 2021 with the possibility of a further 2 year renewal upon mutual agreement and as further described in the report of the Director of Legislative & Legal Services presented at the December 10, 2019 Council meeting.

#### **BACKGROUND:**

The *Municipal Act, 2001* ["Act"] requires that municipal councils appoint an Integrity Commissioner effective March 1, 2019 for the following responsibilities in relation to municipal councils:

- The application of the code of conduct for members;
- The application of any procedures, rules and policies governing the ethical behaviour of members;
- The application of provisions of the *Municipal Conflict of Interest Act* to members;
- Requests from members for advice respecting a member's obligations under the code of conduct;
- Requests from Council Members for advice respecting their obligations under a procedure, rule or policy governing the ethical behaviour of members;
- Requests from Council Members for advice respecting their obligations under the *Municipal Conflict of Interest Act*; and
- Educating members, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

On February 19, 2019, Council passed resolution 92-02-2019 directing the following:

Administration prepares a report to Council regarding the use of the City of Windsor's Integrity Commissioner and the use of LAS as a Closed Meeting Investigator for the Town of Lakeshore.

At the February 19, 2019 meeting, Council adopted By-law 22-2019 establishing the Office of the Integrity Commissioner.

On July 16, 2019, Council passed resolution number 346-07-2019 which states:

The Council of The Corporation of the Town of Lakeshore adopt By-law 85-2019 appointing Bruce Elman as the Town's integrity commissioner and authorizing the Mayor and Clerk to execute an agreement with Bruce Elman to retain interim integrity commissioner services;

And that Administration approach the City of Windsor and Town of Amherstburg to negotiate a proposal to the City of Windsor and Town of Amherstburg for a joint integrity commissioner services agreement for 2020, as described in the report of the Director of Legislative & Legal Services presented at the July 16, 2019 Council meeting.

On July 16, 2019, Council passed By-law 85-2019 appointing Bruce Elman as the integrity commissioner until December 31, 2019. Currently, Mr. Elman is providing services on an interim basis to allow time for Administration for the various Administrations to seek out the necessary approvals and arrange a multi-party agreement for Mr. Elman's services.

#### **COMMENTS:**

On November 25, 2019, Amherstburg's Town Council passed the following resolution reappointing Mr. Elman:

That:

Mr. Bruce Elman's contract BE RENEGOTIATED as Integrity Commissioner for the Town of Amherstburg to fulfill the duties as outlined in governing legislation for a term of 2 years beginning January 1, 2020; and,

The Mayor and Clerk BE AUTHORIZED to execute the agreement with Mr. Elman, the City of Windsor and the Town of Lakeshore for Shared Integrity Services.

On December 2, 2019, Windsor's City Council passed the following resolution reappointing Mr. Elman:

THAT Council direct that Bruce Elman BE APPOINTED as the Integrity Commissioner for the City of Windsor for the term January 1, 2020-December 31, 2021 with the possibility of a further two year renewal upon mutual agreement, on the terms and conditions stated herein; and,

That the City of Windsor BE AUTHORIZED re-enter into an agreement with the Town of Amherstburg for shared Integrity Commissioner Services as outlined in the report; and,

That the City of Windsor BE AUTHORIZED to likewise enter into an agreement with the Town of Lakeshore as outlined in the report; and,

That the Chief Administrative Officer and City Clerk BE AUTHORIZED to execute a contract with Mr. Elman on the said terms and conditions, provided that such contract is approved as to form and technical content by the City Solicitor and as to financial content by the Chief Financial Officer & City Treasurer; and

That, when this contract is expires and is next considered by Council, that Administration include in its report to Council information regarding the advisability of term limits for Integrity Commissioners, including information on what Windsor's municipal comparators are implementing in this regard.

Along with the other 2 municipalities, Mr. Elman has indicated to Administration that he would be willing to continue in his role as Integrity Commissioner and enter in a multi-party agreement with the Town of Lakeshore, City of Windsor and the Town of Amherstburg.

The proposed terms of the agreement are as follows:

- Include cost sharing on the monthly retainer as follows:

Windsor: \$650

Amherstburg: \$300

Lakeshore: \$300

- The hourly rate of \$300 for services would continue.
- Costs associated with advisory bulletins (education and advice to Council, board and committee members) will be shared equally between the 3 municipalities. Each municipality will be billed separately for services rendered for that municipality.
- The Town will continue to be required to indemnify Mr. Elman (as required under the Municipal Act, 2001).
- The Town will be able to reserve the right to terminate the services at any time throughout the term of the contract. The agreement will include a 2 year renewal option which Administration will bring forward for consideration prior to the end of the initial 3 year term.

Sharing the service will allow the Town to share the costs of other value-added services (i.e., advisory bulletins). Furthermore, the Town will benefit from an escape clause because the City of Windsor is providing the Town with the opportunity to opt out at the City's expense should the Town wish to discontinue the services of Mr. Elman.

Based on the foregoing, Administration recommends adopting By-law 137-2019 to continue the appointment of Mr. Elman and authorize the Mayor and Clerk to execute the agreement with Windsor pursuant to the terms and conditions described in this report.

#### **OTHERS CONSULTED:**

Bruce Elman  
City of Windsor, City Clerk  
Town of Amherstburg, Town Clerk



**FINANCIAL IMPACTS:**

This purchase constitutes a non-competitive purchase; however, consulting services are not subject to competitive processes under the Town's Purchasing By-law. Administration proposes to fund expenses associated with the Integrity Commissioner from the Integrity Commissioner budget.

Prepared by:



Kristen Newman  
Director of Legislative & Legal Services

Submitted by:



Truper McBride  
Chief Administrative Officer

Attachment(s):      Schedule "A" – City of Windsor Administrative Report of November 18, 2019

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ContinuationofAppointmentIntegrityCommissioner.docx

**Subject: Appointment of Integrity Commissioner**

**Reference:**

Date to Council: December 2, 2019  
Author: Sandra Gebauer, Council Assistant  
519-255-6100 x 6331  
sgebauer@citywindsor.ca  
Council Services  
Report Date: November 18, 2019  
Clerk's File #: GM/12076

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

**Recommendation:**

That Council **DIRECT** that Bruce Elman **BE APPOINTED** as the Integrity Commissioner for the City of Windsor for the term January 1, 2020-December 31, 2021 with the possibility of a further two year renewal upon mutual agreement, on the terms and conditions stated herein; and,

That the City of Windsor **BE AUTHORIZED** to re-enter into an agreement with the Town of Amherstburg for shared Integrity Commissioner Services as outlined in the report; and,

That the City of Windsor **BE AUTHORIZED** to likewise enter into an agreement with the Town of Lakeshore as outlined in the report; and,

That the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to execute a contract with Mr. Elman on the said terms and conditions, provided that such contract is approved as to form and technical content by the City Solicitor and as to financial content by the Chief Financial Officer & City Treasurer.

**Executive Summary:**

N/A

**Background:**

Bill 68, "The Modernizing of Ontario's Municipal Legislation Act 2017", passed third reading and received Royal Assent in Ontario's Legislature on May 30, 2017. One of the biggest changes is the requirement that all municipalities have a code of conduct and either appoint an integrity Commissioner or make arrangements for the Integrity Commissioner of another municipality to fulfill the relevant duties. The City of Windsor has already introduced a Code of Conduct and has retained the services of an Integrity

Commissioner since 2008, however Bill 68 has expanded the role of the Integrity Commissioner to incorporate a greater scope of powers, which became effective March 1, 2019.

The purpose of this report is to provide Council with information regarding the continued appointment of Bruce Elman as Integrity Commissioner for the City of Windsor for the term of January 1, 2020 through December 31, 2021.

### Discussion:

Mr. Bruce Elman, former Dean of the University of Windsor Law School, has held the post of Integrity Commissioner at the City of Windsor since August 1, 2011. Windsor City Council at its meeting held January 15, 2018 adopted Council resolution B39/2018:

*THAT Council direct that Bruce Elman **BE APPOINTED** as the Integrity Commissioner for the City of Windsor for the term January 1, 2018-December 31, 2019 with the possibility of a further one year renewal upon mutual agreement, on the terms and conditions stated herein and that the City of Windsor **BE AUTHORIZED** to enter into an agreement with the Town of Amherstburg for shared Integrity Commissioner Services as outlined in the report and that the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to execute a contract with Mr. Elman on the said terms and conditions, provided that such contract is approved as to form and technical content by the City Solicitor and as to financial content by the Chief Financial Officer & City Treasurer.*

Mr. Elman has indicated to Administration that he would be willing to continue in this role as Integrity Commissioner for the City of Windsor and the Town of Amherstburg. The Town of Lakeshore has recently approached the City Clerk about also sharing Bruce Elman's services and Mr. Elman has indicated that he is agreeable to such an arrangement with similar terms and conditions as stipulated in his present contract. The terms of his most recent agreement are as follows:

- 2-year term. (Mr. Elman has indicated he would be agreeable to a renewal to December 31, 2021 with the possibility of a further two year renewal upon mutual agreement);
- Payment of a retainer of \$1,250 per month (an increase of \$250 per month from the current \$1,000 retainer) as well as an hourly rate of \$300.
  - As of January 2018, the \$1,000 monthly retainer for the City of Windsor was reduced to \$700 due to the shared services with Amherstburg. This will be further reduced to \$650 when the Town of Lakeshore joins in the shared services.
- All other expenses, such as travel, mileage or independent legal advice, reimbursed at cost, subject to the prior approval of such expenses;

- Occasional secretarial services provided through the Office of the City Clerk.

During Mr. Elman's tenure as the Integrity Commissioner he has had the opportunity to provide members of Council with advice, conduct educational sessions, review and where necessary investigate complaints and report the outcome to Council, and has appeared before Council to provide Annual Reports summarizing and detailing his activities.

For information purposes, since Mr. Elman was appointed as Integrity Commissioner in 2011, his total billings are as follows:

Year	Retainer	Total Hours	Total Fees	Total Fees Discounted	Total Fees Charged	Disbursements	Travel Expenses	Total Fees Charged
2011	5,000.00	22.5	6,750.00	( 4,050.00)	2,700.00	Nil	Nil	7,700.00 <sup>1</sup>
2012	12,000.00	137.9	41,370.00	(10,890.00)	30,480.00	73.34 (online publication)	479.78	43,033.12
2013	12,000.00	69.6	20,880.00	( 2,280.00)	18,600.00	Nil	Nil	30,600.00
2014	12,000.00	36.2	10,860.00	( 510.00)	10,350.00	Nil	Nil	22,350.00
2015	12,000.00	42.0	12,600.00	( 3,975.00)	8,625.00	Nil	Nil	20,625.00
2016	12,000.00	60.9	18,270.00	( 5,640.00)	12,630.00	Nil	Nil	24,630.00
2017	10,000.00 <sup>2</sup>	71.3	21,390.00	( 3,900.00)	17,490.00	Nil	Nil	27,490.00
2018	7,000.00 <sup>3</sup>	39.25	11,775.00	( 1,440.00)	10,335.00	Nil	Nil	17,335.00
2019	3,850.00	19.9	5,970.00	( 1,380.00)	4,590.00	Nil	Nil	8,440.00 <sup>4</sup>
Total	85,850.00	499.60	149,865.00	(34,065.00)	15,800.00	73.34	479.78	202,203.12

<sup>1</sup>Contract commenced August 1, 2011

<sup>2</sup>Retainer discounted by \$2,000.00

<sup>3</sup>Retainer discounted by \$1,400.00

<sup>4</sup>Fee billings for the months of July through December 2019 not yet submitted

As can be seen by the chart above, there have been minimal charges for disbursements and travel during Mr. Elman's tenure. In addition, total fees of \$34,065 have been discounted during this time. An additional \$3,400 has been discounted off of the monthly retainer fee, which brings the total savings to \$37,465.

### **Shared services with the Town of Amherstburg and the Town of Lakeshore**

Beginning January 2019 the City of Windsor and the Town of Amherstburg entered into an agreement sharing the services of Bruce Elman. The Town of Lakeshore has recently approached the City Clerk about the possibility of also sharing Bruce Elman's Services, an arrangement that Mr. Elman has indicated that he is agreeable to.

The proposed terms of the agreement include cost sharing on the monthly retainer, with the City of Windsor paying \$650. per month, the Town of Amherstburg, and the Town of Lakeshore, each paying \$300. per month. Costs associated with advisory bulletins that may arise will be shared equally between the three municipalities. Each municipality

will be billed separately for services rendered. It should be noted that both the Town of Amherstburg and the Town of Lakeshore would reserve their right to terminate this arrangement at any time throughout the term of the contract.

### **Risk Analysis:**

There are no critical or significant risks associated with the recommendations in this report. As Council is aware Bill 68, "The Modernizing Ontario's Municipal Legislation Act", has introduced a series of reforms to the *Municipal Act*, and *Municipal Conflict of Interest Act (MCIA)* and as a result has expanded the role of the Integrity Commissioner to provide advice under the *Municipal Conflict of Interest Act (MCIA)*. These changes took effect until March 2019 and Administration will continue to assess these changes as they may drive up costs of Integrity Commissioner services in the future. This is anticipated to be a low risk and the City Clerk / Corporate Leader – Public Engagement & Human Services, is actively monitoring any changes to legislation.

In terms of the Town of Amherstburg's and the Town of Lakeshore's cost sharing proposals this would generate some cost savings that could be realized through the sharing of the retainer fees and educational services. However, it must be stressed that the Town of Amherstburg and/or the Town of Lakeshore could terminate this arrangement at anytime throughout the term of the contract and the City of Windsor would have to once again absorb the remaining costs for the term of the contract.

### **Financial Matters:**

An amount of \$25,500. is allotted for the services of the Integrity Commissioner in the approved operating budget. A further \$5,000. is budgeted for Meeting Investigation services.

### **Consultations:**

The Town of Amherstburg

The Town of Lakeshore

### **Conclusion:**

The current Integrity Commissioner for the City of Windsor is Mr. Bruce Elman, former Dean of the University of Windsor Law School. Mr. Elman has served in this capacity since August 1, 2011. He has indicated that he would be willing to continue to serve in this capacity on similar terms as his past contract until December 31, 2021 with the possibility of a further renewal.

With respect to the sharing of the Integrity Commissioner's service with the Town of Amherstburg and the Town of Lakeshore, Mr. Elman is agreeable with the proposed terms, which would see each municipality billed separately for services rendered, yet some cost savings could be realized through the sharing of the retainer fees and educational services.

**Planning Act Matters:**

N/A

**Approvals:**

Name	Title
Sandra Gebauer	Council Assistant
Alexandra Taylor	Financial Planning Administrator
Steve Vlachodimos	Senior Manager of Council Services/ Deputy City Clerk
Shelby Askin Hager	City Solicitor
Joe Mancina	City Treasurer
Valerie Critchley	City Clerk
Onorio Colucci	Chief Administrative Officer

**Notifications:**

Name	Address	Email
Bruce Elman		<a href="mailto:belman@uwindsor.ca">belman@uwindsor.ca</a>
Paula Parker, Municipal Clerk, Town of Amherstburg		<a href="mailto:pparker@amherstburg.ca">pparker@amherstburg.ca</a>
Kristen Newman, Director of Legislative and Legal Services, Town of Lakeshore		<a href="mailto:knewman@lakeshore.ca">knewman@lakeshore.ca</a>

**Appendices:**

## THE CORPORATION OF THE TOWN OF LAKESHORE

### LEGISLATIVE & LEGAL SERVICES

**TO:** Mayor and Members of Council

**FROM:** Kristen Newman, Director of Legislative & Legal Services

**DATE:** November 27, 2019

**SUBJECT:** Community Safety and Well-being Plan

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#### **RECOMMENDATION:**

It is recommended that:

Administration continue to work with the Town's regional partners to develop a community safety and well-being plan as described in the report of the Director of Legislative & Legal Services entitled, *Community Safety and Well-being Plan*, presented at the December 10, 2019 Council meeting.

#### **BACKGROUND:**

The *Comprehensive Police Services Act, 2019* ("CPSA") requires Ontario municipalities to develop and adopt a community safety and well-being plan ("CSWBP") and the legislation requires the municipality to develop the plan in collaboration with policing and community partners to address risks to community safety and well-being. The plan must be adopted by the municipality by January 1, 2021.

The *CPSA* requires the establishment of a multi-sectoral advisory committee(s), comprised of a number of cross-sectoral partners, which for Windsor-Essex County are common to the region, including, at a minimum, representation from:

- ☐ Police services
- ☐ Local Health Integration Network (LHIN) (or alternative)
- ☐ Local service providers in health/mental health care
- ☐ Education
- ☐ Community/social services
- ☐ Children/youth services
- ☐ Municipal representation, employee or member of council

The advisory committee will be obliged to consult with the public in its efforts to create the CWSBP.



## **COMMENTS:**

Recently, the Chief Administrative Officers from the region met to discuss collaborating in relation to this plan and recommend moving forward in this fashion due to the interrelated interests and inter-municipal servicing by community agencies (for example, the City of Windsor is the service delivery agent for Ontario Works and the school boards work with all of the municipalities in the region). The legislation permits such joint efforts.

The City and the County have agreed to lead this project, through a dedicated Project Manager, Mr. Leonardo Gil, with oversight by Windsor's Commissioner of Community Development and Health Services and the Chief of Windsor Police. Consulting services will be acquired through a public procurement process led by the City of Windsor to assist with community engagement within each municipality and the development of appendices for each municipality that would identify prioritized risk, strategies to minimize these risks and measurable outcomes. The County and City Council reports on this matter are included as Schedules "A" and "B" to this report.

This approach will promote a broad discussion on safety and wellbeing of residents at a regional level but also contemplates conducting feedback exercises in each participating local municipality. The CSWBP will contain both regional safety and wellbeing priorities as well as a section devoted specifically to the individual municipalities participating in this exercise thus satisfying the needs of the CPSA. This will assist the Town too in relation to policing since it participates in a de facto shared policing model in the area with the OPP's Essex Detachment.

Administration will bring forward additional information and seek direction regarding the development of the committee and the stakeholder engagement plan as it becomes available.

## **OTHERS CONSULTED:**

Chief Administrative Officers in the region

## **FINANCIAL IMPACTS:**

The costs of the consultant and the development and production of the CSWBP will largely be funded by the City of Windsor and The Corporation of the County of Essex.

### **Prepared by**

\_\_\_\_\_  
Kristen Newman  
Director of Legislative & Legal Services

### **Approved by**

\_\_\_\_\_  
Truper McBride  
Chief Administrative Officer

Attachment(s): Schedule "A" - County of Essex Administrative Report dated November 20, 2019  
Schedule "B" - City of Windsor Administrative Report dated November 18, 2019



## **Administrative Report**

### **Office of the Chief Administrative Officer**

**To: Warden McNamara and Members of County Council**

**From: Robert Maisonville  
Chief Administrative Officer**

**Date: Wednesday, November 20, 2019**

**Subject: Regional Plan - Community Safety and Well-Being**

**Report #: 2019-1120-ADM-R18-RM**

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#### **Purpose**

To provide Council with information and a recommendation to partner with the City of Windsor and the seven local municipalities in the development and adoption of a regional Community Safety and Well-Being (CSWB) Plan for Windsor-Essex County.

#### **Background**

Effective January 1, 2019, the *Police Services Act (1990)* mandates Ontario municipalities to develop and adopt a CSWB Plan, working in collaboration with policing and community partners to proactively address locally identified priority risks. These priority risks include systemic discrimination and other social factors that contribute to crime, victimization, addiction, drug overdose and suicide, and any other prescribed risk factors; strategies to reduce the prioritized risk factors; and setting measurable outcomes following implemented strategies.

The legislation provides municipalities with the discretion to develop a CSWB Plan individually or jointly with other municipalities.

At the most recent regional Chief Administrative Officers meeting, discussion regarding CSWB Plan process and the interrelated nature of the regional community agencies that would be engaged in each municipal CSWB Plan

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Robert Maisonville, Chief Administrative Officer  
Corporation of the County of Essex, Suite 202, 360 Fairview Ave. W., Essex, ON N8M 1Y6  
Phone: 519-776-6441, ext. 1328; Email: [rmaisonville@countyofessex.ca](mailto:rmaisonville@countyofessex.ca)

within Windsor-Essex County, led to the concept and proposal of the development of a regional plan. It is important to highlight that although the CSWB Plan would be regional in nature and take advantage of economic synergies, specific recommendations for each municipality would be identified based on their own prioritized risk factors.

## **Discussion**

CSWB Plans are to be completed by municipalities no later than January 1, 2021. The Police Services Act requires the establishment of a multi-sectoral advisory committee(s), comprised of a number of cross-sectoral partners, which for Windsor-Essex County are common to the region, including, at a minimum, representation from:

- Police services
- The Local Health Integration Network (LHIN)
- Local service providers in health/mental health care
- Education
- Community/social services
- Children/youth services
- Municipal representation, employee or member of council
- Other members, as appropriate

The Province's intent is to proactively ensure efficiency, effectiveness and sustainability by dedicated time and resources up front through enhancements in social development, prevention and risk intervention strategies to reduce instances that require an incident response.

Windsor Administration and City Council (subject to approval at their November 18<sup>th</sup> Council meeting) are in agreement to lead this project, through a dedicated Project Manager, Mr. Leonardo Gil, with oversight by co-lead of the Commissioner of Community Development and Health Services and the Chief of Windsor Police. It is envisioned that consultant services will be acquired to assist with community engagement within each municipality and the development of appendices for each municipality that would identify prioritized risk, strategies to minimize these risks and measurable outcomes.

## **Financial Implications**

At this stage, total cost of development of the regional CSWB Plan, inclusive of prioritized risks (appendices) for each municipality is unknown. The proposal, as outlined by the City (Appendix I) establishes a budget based on

## Administrative Report

Page 3

November 20, 2019

Regional Plan - Community Safety and Well-Being

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a 50/50 cost share arrangement, where the County would help cover staff resources, consulting and related expenditures leading to the completed report and perhaps some preliminary follow up in 2021 related to measurable outcomes. A commitment of \$200,000 from both the City and County is proposed at this time for this project. Given the project nature and primarily one-time costs, it is Administration's recommendation that these funds would be drawn from the Corporation's Rate Stabilization Reserve so it would not impact the County Levy.

### Recommendation

That County Council support the development of a regional Community Safety and Well-Being Plan, led by the City of Windsor and to include involvement and representation from the County of Essex and each of our seven local municipalities;

And further that the County fund the regional plan 50/50 with the City of Windsor, through a contribution of \$200,000 from the Corporation's Rate Stabilization Reserve.

Respectfully Submitted

*Robert Maisonville*

Originally Signed by

Robert Maisonville, Chief Administrative Officer

Appendix No.	Title of Appendix
Appendix I	City of Windsor Report and Resolution – Community Safety and Well-Being Regional Plan – City Wide

**Council Report: S 198/2019****Subject: Community Safety and Wellbeing Regional Plan - City Wide****Reference:**

Date to Council: November 18, 2019  
Author: Sandra Bradt  
Executive Initiatives Coordinator  
519-255-5200 x 5354  
sbradt@citywindsor.ca  
Administration  
Report Date: October 18, 2019  
Clerk's File #: SS2019

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

**Recommendation:**

THAT the report of the Commissioner of Community Development and Health Services regarding Community Safety and Well-Being planning **BE RECEIVED** for information; and,

THAT City Council **AUTHORIZE** the Commissioner of Community Development and Health Services to engage the County of Essex and its municipalities to develop a regional Community Safety and Well-Being Plan; and,

THAT subject to approval by City and County Councils, a matching contribution of \$200,000 from the County of Essex **BE ALLOCATED** to the City of Windsor for the development of the regional Community Safety and Well-Being Plan; and,

THAT the Community Development and Health Commissioner or her designate **BE AUTHORIZED** to take such actions as required to implement, operationalize and manage the project, including signing and executing the necessary agreements and documents related to the Community Safety and Well-Being Plan, provided such agreements and documents comply with the governing program requirements, the City's Purchasing By-law and are in a form and content satisfactory to the City Solicitor, satisfactory in the financial content to the City Treasurer and satisfactory in technical content to the Manager of Social Policy and Planning and such that expenditures do not exceed the approved budget for the program; and further,

THAT Administration **BE DIRECTED** to bring the regional Community Safety and Well-Being Plan to City Council and Essex County Council in sufficient time to be considered prior to the Provincial government's deadline of January 1, 2021.

**Executive Summary:**

N/A

**Background:**

The previous provincial government initiated the development of a provincial response to crime and victimization through a collaborative and integrated crime prevention approach. The current government has made new legislative amendments to the Police Services Act which, effective January 1, 2019, mandate every municipality to prepare and adopt a Community Safety and Well-Being Plan. Municipalities are required to work in conjunction with police services and other community organizations as applicable. Plans must be prepared and adopted by January 1, 2021.

At their meeting of July 8, 2019, City Council approved Report S97/2019, authorizing the Commissioner of Community Development and Health Services and the now Chief of Windsor Police Services to co-lead the development of the Plan. Additionally, the Commissioner was authorized to hire a Project Manager to ensure the Community Safety and Well-Being Plan would be developed within prescribed timelines. We are pleased to report that the successful candidate was Mr. Leonardo Gil.

At their last meeting, the regional Chief Administrative Officers discussed the Community Safety and Well-Being Plan process and proposed including the County, its municipalities and respective Police service, to develop a regional Plan with specific recommendations for each municipality, and ensure efficient and coordinated services.

**Discussion:**

Community Development and Health Services (CDHS) is the Consolidated Municipal Service Manager and service delivery agent on behalf of the Province in both the City and the County for Ontario Works, Housing, and Children's Services/EarlyON sites. Furthermore, CDHS has been either the lead or an active participant in numerous regional planning bodies that address social and health related issues in Windsor and Essex County. These include the Windsor-Essex Community Opioid and Substance Strategy (WECOSS), the Windsor Essex Situation Table, Ontario Health Teams (OHT), Windsor Essex By-Names Prioritized List (BNPL), Windsor-Essex Local Immigration Partnership (WE LIP), ProsperUS, and the Oral Health Education and Awareness Advisory Committee.

The system leaders and community partners who have comprised these tables represent an array of sectors from across the region. CDHS's connection with regional planning bodies also extends to its role as a key player in emergency preparedness for the City of Windsor, County of Essex and all municipalities within Essex County. This experience aligns well with the public safety participants who will be asked to contribute to creating a regional Community Safety and Well-Being Plan.

The report brought to Council last summer also noted that efforts to develop Windsor's plan would be complementary, and linked where appropriate, to existing community development initiatives such as Pathway to Potential, the Windsor-Essex Community

Opioid Strategy, Crime Prevention through Environmental Design work, ProsperUS and other neighbourhood group projects.

While each individual municipality may identify its own priority risks, it is anticipated that the work to improve safety and well-being will be transferrable across the region. A coordinated approach, while identifying risks specific to each municipality, will ensure a fulsome Plan to address the obligations as outlined in legislation.

Administration is seeking City Council's approval to approach the development of the Community Safety and Well-Being Plan from a regional perspective.

#### **Risk Analysis:**

There is a low risk to the City of Windsor should a regional Community Safety and Well-Being Plan not be adopted as prescribed. There is risk to each of the County municipalities as they are obligated to deliver CSWB Plans under the same legislation as the City. However, there is a reputational risk in that the City is the Consolidated Municipal Service Manager delivering services on behalf of the Province in both the City and the County. Community Development and Health Services enjoys a respectful and mutually beneficial relationship with partners and residents in both the City and the County.

#### **Financial Matters:**

The Police Services Act mandates every municipality to prepare and adopt a Community Safety and Well-Being Plan by January 1, 2021. In response to the need to develop a Plan for the City, on July 8, 2019 City Council approved that any costs for the development of the Community Safety and Well-Being Plan and Project Manager be charged to the Budget Stabilization Reserve to an upset limit of \$200,000. (CR340/2019)

As noted above, a regional planning process was discussed by the regional Chief Administrative Officers. Should City Council authorize the development of a regional Community Safety and Well-Being Plan, a request will be brought to County Council to match the City's \$200,000 contribution to cover the additional expenses necessary to ensure the Plan addresses the City and all County municipalities.

The cost of developing a regional Community Safety and Well-Being Plan will be shared equally between the City and the County. Although the population of the City is slightly higher than the County, there are seven County municipalities that will each require identification of their own priority risks.

Upon completion of the CSWB plan, and pending further direction from the Province, the City and County will jointly determine next steps and future funding beyond January 2021. Should a need for on-going funding be identified, a request for annualized funding will be brought forward to City and County Councils during the 2021 budget development process.



**Consultations:**

Manager of Intergovernmental Subsidies and Finance  
Chief of Police, Windsor Police Services  
Rob Maisonville – Chief Administrative Officer, County of Essex  
Essex County Municipal Chief Administrative Officers

**Conclusion:**

The County of Essex has requested that the City of Windsor consider leading the creation of a regional Community Safety and Well Being Plan in lieu of a stand-alone City of Windsor plan. Should City Council approve a regional approach, The County of Essex will be approached to approve this proposal and to co-fund the development of the regional plan, resulting in no additional costs to the City of Windsor. Upon completion of the regional Community Safety and Well Being Plan, the City and County will jointly determine next steps and future funding beyond January 2021.

**Planning Act Matters:**

N/A

**Approvals:**

Name	Title
Sandra Bradt	Executive Initiatives Coordinator
Jelena Payne	Community Development and Health Commissioner – Corporate Leader, Social Development and Health
Joe Mancina	Chief Financial Officer/City Treasurer – Corporate Leader, Finance and Technology
Onorio Colucci	Chief Administrative Officer

**Notifications:**

Name	Address	Email
Chief Pam Mizuno	Windsor Police Services	
Rob Maisonville	CAO, County of Essex	<a href="mailto:rmaisonville@countyofessex.ca">rmaisonville@countyofessex.ca</a>

**Appendices:**

**THE CORPORATION OF THE TOWN OF LAKESHORE**

**COMMUNITY & DEVELOPMENT SERVICES  
RECREATION AND LEISURE SERVICES DIVISION**

**TO:** Mayor and Members of Council  
**FROM:** Terry Fink, Manager of Recreation & Leisure  
**DATE:** December 10, 2019  
**SUBJECT:** Renewal of Lakeshore Canadiens Agreement

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**RECOMMENDATION:**

It is recommended that:

The Mayor and Clerk adopt by-law 134-2019 authorizing the execution an agreement between the Town and 2337338 Ontario Inc. ("Hockey Club") for the purpose of utilizing the premises at the Atlas Tube Centre to operate a Junior C franchise in the Ontario Hockey Association as described in the report of the Manager of Recreation and Leisure Service presented at the December 10, 2019 Council meeting.

**BACKGROUND:**

In 1978 the Canadiens were established and played at the former Belle River Arena. The Jr. C Canadiens team was renamed when it moved to the new Atlas Tube Centre to play their games.

**COMMENTS:**

The Town will receive the prime ice rate in accordance with the Town's User Fee By-law under this agreement. The terms and conditions of the agreement include the following rights accruing to the Hockey Club:

- Continued exclusive use of a dressing room and coach's office, trophy case,
- 3 hours of ice time on Friday nights from 6:30-9:30 PM,
- 4 units of 3 hour ice time sessions per week for practice during hockey season,
- Space to sell tickets,
- Exclusive broadcast rights,
- Exclusive right to space and sale and revenue of tickets and souvenirs,
- Exclusive right to sell and retain revenues from sale of advertising in the ice rinks and on the ice resurfacers in exchange for \$1,500/year,
- Exclusive right to display name at centre ice in 1 rink,

- Right to sale and revenue of fundraising efforts and
- Right to advertise on digital sign.

The relationship with the Hockey Club at the Atlas Tube Centre, continues to be professional and co-operative in all aspects. A similar agreement is proposed to what has happened in the past.

**OTHER CONSULTED:**

The following staff were consulted: Tammie Ryall, Director of Community & Development Services, Rosanna Pellerito, Director of Financial Services, Kristen Newman, Director of Legislative and Legal Services

**FINANCIAL IMPACTS:**

The Town will receive financial support as outlined in the agreement.

**Prepared by**

*for*   
Terry Fink  
Manager of Recreation & Leisure  
Services

**Reviewed by**

  
Tammie Ryall  
Director of Community & Development

**Approved by**

  
Truper McBride  
Chief Administrative Officer

**TOWN OF LAKESHORE**  
**LEGISLATIVE AND LEGAL SERVICES**  
**HUMAN RESOURCES DIVISION**

**TO:** Mayor and Members of Council  
**FROM:** Lisa Granger, Manager of Human Resources  
**DATE:** December 1, 2019  
**SUBJECT:** Summer Student Employment Program Revisions

---

**RECOMMENDATION:**

It is recommended that:

Council adopt the report of the Manager of Human Resources entitled, Summer Student Employment Program Revisions as presented at the December 10, 2019 Council meeting.

**BACKGROUND:**

Currently, the Summer Student Lottery Policy outlines a lottery process for selecting candidates for interviews for summer student positions with the Town. Originally, the Summer Student Lottery Hiring Policy Program was introduced in 2007, to address concerns regarding favouritism when hiring summer students.

**COMMENTS:**

Since the original implementation of this policy, the recruitment process for non-summer student positions at the Town has continually evolved to ensure that hiring is conducted in accordance with human resource best practices and applicable law while addressing any concerns of favouritism.

The Town is committed to continuing to hire students for various student positions. The proposed program will reflect the evolution of an objective recruitment process adopted by the Town and that will maximize the opportunity for students to apply because they can apply online. The Summer Student Lottery Program will become the Summer Student Employment Program (revised policy attached). The Summer Student Employment Program will follow the Town's usual objective recruitment process where the students will apply to the positions for which they wish to be considered through the Town's new online recruitment program. The Hiring Manager, in conjunction with Human Resources, will arrange a weighted application system that ranks applicants accordingly to the job description requirements. This scoring happens automatically based on the questions in the online recruitment tool. The persons achieving the highest scores

will be the first students to be interviewed. The weighted scoring system replaces the lottery aspect of the student employment program. Under the lottery program, students can apply in person or by email and a number is manually assigned to the student applicant. A random number generator is used to assign the student applicant's place in the lottery. Under the proposed system, the weighted scoring system will serve this purpose based on qualifications as opposed to chance.

The program will continue to hire students and focus on skill development for future careers. The program will contain the same eligibility requirements as have been utilized in the past:

- Must be at least 16 years of age by May 1; and
- Must be in attendance at a secondary school, college or university at the time of application and must be returning to school, on a full time basis, in September.

This new approach to summer student recruitment will continue to address any concerns of favouritism while saving significant time and effort for staff processing summer student applications. The administrative labour in supporting such a program is estimated to be more than 60 hours each year (this estimate does not include scheduling interviews, time interviewing and training successful candidates). This administrative burden will be eliminated by the online recruitment system. Furthermore, moving to the proposed approach will reduce the potential for errors, and will be a much more user friendly system for students wishing to apply to the program.

Adapting the summer student employment program to a weighted scoring system based on qualifications, also better manages the Town's exposure in certain higher risk student jobs. For example, day camp programs are highly regulated throughout Ontario and require students that demonstrate an aptitude toward working with children and are health and safety minded. Public Works students operate machinery and equipment that pose significant health and safety challenges, and, as such, it is essential that the successful candidate for these positions demonstrate an aptitude for safe operations. Furthermore, students are responsible for Town assets and thus requiring an applicant to demonstrate responsibility and competency with assets of this nature is essential to protecting Town assets.

### **Environmental Scan**

The other municipalities in the Essex County region are moving away from the lottery process and moving to using an objective recruitment process to select the successful candidates for summer student positions with success and still resulting in giving employment opportunities to students in order to build their skill sets.

### **OTHERS CONSULTED:**

The other municipalities in Essex County

**FINANCIAL IMPACTS:**

There will be significant cost avoidance when realizing the efficiencies in staff time by moving to the online recruitment tool, instead of manually assigning and processing applications and by reducing the paper burden associated with on average over 120 student applications annually.

Prepared by:



Lisa Granger, MBA, CHRL, CMMIII HR  
Manager of Human Resources

Reviewed by:



Kristen Newman  
Director of Legislative & Legal Services

Reviewed and submitted by:



Truper McBride  
Chief Administrative Officer

Attachment(s): Summer Student Employment Policy



# Summer Student Employment Program

Policy # C – HR - 0277

## 1.0 Purpose and Scope

- 1.1 Establish a policy to guide an administrative procedure for the hiring of summer students.
- 1.2 This policy applies to all students hired for summer student positions, during the period from the end of the school year until the beginning of the school year, with the exception of students identified for co-op positions and students hired as part time employees in Recreation year round.

## 2.0 Definitions

- 2.1 None.

## 3.0 Policy

- 3.1 Individuals applying for summer student positions must meet the following criteria:
  - 3.1.1 Must be at least 16 years of age by May 1;
  - 3.1.2 Must be in attendance at a secondary school, college or university at the time of application and must be returning to school, on a full time basis, in September.
- 3.2 The Town of Lakeshore is an equal opportunity Employer. Accommodations under the requirements of the Accessibility for Ontarians with Disabilities Act (AODA) will be provided upon request throughout the recruitment and selection process, performance management, promotion and redeployment.
- 3.3 Available positions will be filled as follows:
  - 3.3.1 Students apply online through the Town's website.
  - 3.3.2 Returning students will be given priority in recruitment as long as the students continue to meet the eligibility requirements of this policy.
  - 3.3.3 Student applicants who meet the eligibility requirements of the policy and requirements of the position including those who are available to work within the established start and end dates of the various advertised positions, will be considered for an interview.





# Summer Student Employment Program

Policy # C – HR - 0277

**3.3.4** A successful applicant will be offered a position based on his/her availability, qualifications and experience as determined by Human Resources. If he/she refuses the position being offered, his/her name will be eliminated from the process.

**3.4** The selection process will continue until all vacant positions are filled.

## **4.0 Responsibilities**

**4.1** Chief Administrative Officer to ensure recruitment to student positions meets the requirements of this policy and meets the requirements of all applicable legislation and regulations in Ontario and Canada.

**4.2** The Chief Administrative Officer shall ensure that this policy is carried out in the spirit in which Council intends.

**4.3** The Chief Administrative Officer shall ensure that the summer student employment program is administered in a fair manner.

**4.4** The Chief Administrative Officer shall ensure that measures are implemented to provide adequate training especially for health and safety.

**4.5** The Chief Administrative Officer shall ensure that measures are implemented to provide for monitoring and evaluating the performance of the summer students.

**4.6** Chief Administrative Officer will delegate the task for the Manager of Human Resources to coordinate.

## **5.0 Consequences**

**5.1** Failure to comply with this policy will result in ineligibility for summer student employment.

**5.2** Failure to comply with this policy may result in non compliance to legislation and regulations. Non compliance may result in fines.



# Summer Student Employment Program

Policy # C – HR - 0277

## 6.0 Reference Documents

- 6.1 Municipal Act, 2001
- 6.2 Accessibility for Ontarians with Disabilities Act (AODA)
- 6.3 Canadian Charter of Rights and Freedoms
- 6.4 Human Rights Code of Ontario
- 6.5 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

## 7.0 Communication and Training

- 7.1 The policy is open to the public and posted to the Town's website.
- 7.2 The corresponding procedure will be posted to the Town's website.

## 8.0 Review/Revisions

- 8.1 This policy is reviewed annually.
- 8.2 Any changes to this policy must be approved through Council.
- 8.3 Revision log:

#	Date Revised	Author	Section	Details of Change
1	Jan 18/2017	HR		Revised to allow for students to work up to 3 years then reapply to the lottery as a new student. Added AODA requirements
2	Oct 31/2017	HR	3.1.1	New template Eliminated the residency requirement as it is a direct violation of the Canadian Charter of Rights and Freedom



## Summer Student Employment Program

Policy # C – HR - 0277

#	Date Revised	Author	Section	Details of Change
3	Sept 24/2019	HR		Changed title from Summer Student Lottery to Summer Student Employment Program.  Removed lottery process and replaced with objective recruitment process and introducing online recruitment.
4				
5				

Refer policy questions to the Manager of Human Resources.

**Notice of Motion submitted by Councillor Janisse Re: Name Change**

**MOTION**

Whereas changing the name of a town can be contentious; and

Whereas residents should have the chance to have input and possibly vote on any change to the name of a town;

Now therefore be it resolved that the matter of changing the name of the Town of Lakeshore be decided by the residents, as a question on the next municipal election ballot.

**Notice of Motion submitted by Councillor Wilder Re: Request for Noise Investigation**

**MOTION**

**WHEREAS** a number of residents have reported hearing a noise, or noises, in the Windsor-Essex County area, which has been described as a hum, buzzing, droning, idling vehicle, and/or a loud stereo system;

**WHEREAS** it is not known what the source of this noise is, or whether there are multiple sources;

**WHEREAS** this noise is causing a disturbance to residents and raising concerns over potential health and environmental impacts.

**NOW THEREFORE BE IT RESOLVED** that the Government of Ontario be urged to investigate the source, or sources, of this noise, as well as any potential impacts including health and environmental impacts;

**BE IT FURTHER RESOLVED THAT** a copy of this Motion be sent to the City of Windsor, County of Essex, Town of Tecumseh, Town of Lasalle, Town of Amherstburg, Town of Essex, Town of Kingsville, Municipality of Leamington, the Honourable Doug Ford, Premier of Ontario, the Honourable Andrea Horwath, Leader of the New Democratic Party, the Honourable Christine Elliott, Minister of Health and Long-Term Care, the Honourable Jeff Yurek, Minister of Environment, Conservation and Parks, Ms. Lisa Gretzky, MPP for Windsor West, Mr. Taras Natyshak, MPP for Essex, Mr. Percy Hatfield, MPP for Windsor-Tecumseh, and Mr. Rick Nicholls, MPP for Chatham-Kent-Leamington.

## The Corporation of the Town of Lakeshore

### By-law Number 127-2019

#### A By-law to Establish User Fees for Certain Services Provided by the Corporation of the Town of Lakeshore

**Whereas** Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, C.25, allows municipalities to pass by-laws imposing fees or charges for services or activities provided, documents provided, use of property and related matters;

**And whereas** the Council of The Corporation of the Town of Lakeshore (hereinafter referred to as the “Town of Lakeshore”) wishes to pass a by-law respecting fees for processing of applications to the Town of Lakeshore for services, inspections, activities, document provision, use of property and facilities provided by the Town of Lakeshore and related matters;

**And whereas** Section 69 of the *Planning Act*, R.S.O. 1990, c.P.14, allows municipalities to pass a by-law imposing a tariff of fees for processing of applications made in respect of planning matters;

**And whereas** the Council of the Town of Lakeshore wishes to establish a tariff of fees for processing applications made under the *Planning Act*;

**And whereas** Section 7 of the *Building Code Act, 1992*, S.O. 1990, c.25, allows municipalities to pass a by-law concerning the issuance of permits and related matters requiring the payment of fees on applications for and on the issuance of permits;

**And whereas** the Council of the Town of Lakeshore wishes to establish a tariff of fees for processing applications made under the *Building Code Act, 1992*;

**And whereas** Section 446(1) of the *Municipal Act, 2001*, S.O. 2001, C.25, authorizes the municipality under this or any other Act or under by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense;

**Now therefore** the Council of The Corporation of the Town of Lakeshore enacts as follows:

#### 1. Definitions

- 1.1. In this by-law: “Schedule” means Schedules A through to and including K attached to this by-law.

#### 2. Interpretation

- 2.1. Whenever this by-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the by-law with the gender applicable to the circumstances.
- 2.2. References to items in the plural include the singular, as applicable.
- 2.3. The words “include”, “including” and “includes” are not to be read as limiting the phrases or descriptions that precede them. Any examples provided are intended to be representative examples and not intended to be an exhaustive list.
- 2.4. Headings are inserted for ease of reference only and are not to be used as interpretation aids.
- 2.5. Specific references to laws in the by-law are printed in italic font and are meant to refer to the current laws applicable with the Province of Ontario as at

the time the by-law was enacted, as they are amended, restated or replaced from time to time.

- 2.6. Any reference to periods of time, stated in number of days, shall be deemed applicable on the first Business Day after a Sunday or statutory holiday if the expiration of the time period occurs on a Sunday or statutory holiday.
- 2.7. The obligations imposed by the by-law are in addition to obligations otherwise imposed by law or contract.

### 3. Severability/Conflict

- 3.1. If any section, subsection, part or parts of this by-law is declared by any court of law to be bad, illegal or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.
- 3.2. Nothing in this by-law relieves any person from complying with any provision of any federal or provincial legislation or any other by-law of the Town of Lakeshore or shall be deemed to authorize anything contrary to the *Municipal Act, 2001*.

### 4. Fees Established

- 4.1. The Council of the Town of Lakeshore hereby establishes the fees and charges as set out in the Schedules attached to and forming part of this by-law. Where indicated, disbursements or other costs incurred by the Town of Lakeshore shall be charged in addition to the fees identified.

### 5. Payment Terms

- 5.1. Any person who makes an application to, or a request for, any services, activity, use of any Town property or facility described in a Schedule attached to and forming part of this by-law, or enters into an agreement with, or obtains approval from, the Town, in respect of things or matters set out in this by-law, shall pay to the Treasurer the applicable administrative fees or charges set out in the Schedules to this by-law unless otherwise provided for in this by-law. Such administrative fees and charges are not refundable, unless otherwise provided for in this by-law, and are payable upon the person making such application or requiring services or entering into such agreement or obtaining such approval.
- 5.2. Except as expressly provided to the contrary or where not possible in the circumstances, no application by any person, request by any person for any service, activity, use of any Town property or facility described in a Schedule, and no application to the Committee of Adjustment will be processed or provided unless and until the person making the application or requesting the service, activity or use of Town property or facility has paid the applicable fee in the prescribed amount as set out in the Schedule, any applicable disbursements or other charges and any applicable Harmonized Sales Tax or other successor tax as may apply.
- 5.3. Notwithstanding subsection 5.1, where a fee or charge levied under this by-law is not due prior to the delivery of the service, participation in the activity, or use of the Town property or facility, or cannot in the circumstances be determined in advance, as for example, in the case of a service charged on an hourly rate, or where the amount of a recoverable disbursement cannot be determined in advance, then an invoice shall be sent to the person responsible for payment, and payment shall be due on the date specified in the invoice.



## 6. Contribution to Appeals – Planning Applications

- 6.1. On all applications under the Planning Act, including without limitation, applications for minor variance, consent, rezoning, Official Plan amendment, subdivision approval, the applicant shall, in the application for services, undertake to pay a fee in accordance with Schedule F as a contribution towards the Town's legal fees, costs and disbursements associated with the preparation for and attendance at all Land Planning Appeal Tribunal hearings in the event that the application is approved by the Committee of Adjustment or Council as the case may be; the application is appealed by a third party to the Tribunal, and if the applicant wishes the Town of Lakeshore to attend on or participate in the appeal.
- 6.2. The applicant shall pay to the Town of Lakeshore in advance of any scheduled hearing date, an amount equal to the number of days the hearing is anticipated to last as established by the Director of Legislative & Legal Services, times the fee determined in accordance with Schedule F. In the event that payment is not made or guaranteed to the satisfaction of the Director of Legislative & Legal Services, prior to the commencement of the hearing, the Town of Lakeshore shall not attend upon the hearing. The applicant shall be responsible to pay any fees required by the Land Planning Appeal Tribunal, whether required to be paid by the Town of Lakeshore or not, and shall be responsible for payment of any costs associated with his or her own representation at the hearing. Any amount secured by advance payment shall be a debt owing to the Town of Lakeshore and bear interest at the rate provided for in this by-law until payment in full.
- 6.3. Nothing in subsection 6.2 limits Council for the Town of Lakeshore from determining that the Town will attend and participate in the hearing of the third party appeal without the applicant being required to pay the fee as set out in Schedule F.

## 7. Interest on Receivables

- 7.1. Unless a contrary rate is provided for elsewhere, overdue amounts owing to the Town shall bear interest at the rate set out on Schedule H as the rate payable on overdue amounts, from the due date until payment in full.
- 7.2. Notwithstanding Subsection 7.1, the Treasurer is hereby authorized to reduce or waive accrued interest when she or he is satisfied that it would be unreasonable in the circumstances to require payment of interest at the rate provided or at all.

## 8. Add to Tax Role

- 8.1. Fees and charges listed in the attached Schedules to this by-law and imposed on a person or party, constitute a debt of the person or party to The Corporation of the Town of Lakeshore. The Town's Treasurer may add unpaid fees and charges imposed by the Town to the tax roll for the following property in the Town limits and shall collect them in the same manner as municipal taxes:
  - 8.1.1. In the case of fees and charges for the supply of a public utility, the property to which the public utility was charged; and
  - 8.1.2. In all other cases, any property for which all of the owners are responsible for paying the fees and charges.

## 9. Recovery of Costs for Remedial Action

- 9.1. Where permitted under this or any other by-law or law, where the Town has directed or required a person to do a matter or thing, in default of it being done by the person directed or required to do it, the Town may do the matter or thing at the person's expense. The municipality may recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

## 10. Annual Inflationary Increase

- 10.1. The fees in Schedule A through K shall be adjusted annually, without amended to this by-law, on the 1<sup>st</sup> of January, except for Schedule C and Schedule I rates which are effective the 1<sup>st</sup> of April, in accordance with the applied year over year change in the Consumer Price Index (CPI). Fees, including indexing adjustments, may then be rounded up, as follows:
  - 10.1.1. Fees less than \$1 per unit rounded up to the nearest \$0.01 (one cent);
  - 10.1.2. Fees greater than \$1 and up to \$5 per unit rounded up to the nearest \$0.05 (five cents);
  - 10.1.3. Fees greater than \$5 per unit rounded up to the nearest \$1.00 (one dollar);All fees will be charged plus applicable taxes, unless otherwise noted.
- 10.2. The user deposit amounts in various Schedules and the user rates for water and wastewater (Schedule K) are not subject to annual CPI indexing, but are as established under this by-law and as amended through Council approval from time to time.

## 11. Repeal

- 11.1. By-law 15-2019 and all by-laws amending By-law 15-2019 are hereby repealed.
- 11.2. Any amount owing under By-law 15-2019 as amended and unpaid as of the date of repeal shall survive and continue to be a debt owing to the Town and is collectible by the Town, despite the repeal of By-law 15-2019 as amended.

## 12. Effect

- 12.1. This by-law shall come into force and effect upon passage, save and except where approval of any fee by any regulatory agency or body is required, in which case the fee shall come into effect only upon such approval being granted.
- 12.2. Despite anything to the contrary in this by-law, where a Schedule in this By-law has specified effective dates, then any such Schedule shall be in effect only until the date set out therein, or shall come into effect only as of the date set out therein, as the case may be.

## 13. Short Title

- 13.1. This by-law shall be known as the "User Fees By-law".

## 14. Accessibility

- 14.1. In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c.11, and regulations thereunder, all as amended or replaced from time to time, no additional fee shall be charged to a person with a disability arising from or related to their disability.

Read and passed in an open meeting of Council on December 10, 2019.

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**Tom Bain**  
**Mayor**

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**Kristen Newman**  
**Director of Legislative and**  
**Legal Services (Clerk)**

**By-law Number 127-2019  
Schedule A**

**(Applicable taxes will be added to all fees)**

**Community and Development Services  
Building Services**

<b>Construction - New</b>	
New Residential – per square foot of living area	\$1.06
Modular Homes/Relocated Dwellings – per square foot	\$0.41
New Non-Residential (including Mezzanines) – per square ft	\$0.78
Greenhouses– per square foot	\$0.02
Greenhouse related Structures – per square foot	\$0.30

<b>Construction - Addition or Renovations</b>	
Permit fees for all other construction not shown will be calculated per thousand dollars of the construction cost. The construction cost will be reflective of labour and materials and will be as determined by the Chief Building Official where a valuation is not provided in this schedule.	\$12.16
Detached Garage/Shed – per square foot	\$0.23
Pole Barn – per square foot (Agricultural Use)	\$0.16
Construction– Residential Application Fee Deposit (minimum)	\$1,000.00

<b>Fiat Fees</b>	
Inspection fee – no show and/or not ready for inspection	\$55.00
Minimum Building Permit fee	\$99.00
Fence Permit	\$60.00
Application for variance to Fence By-law	\$469.00
Application for variance to Noise By-law	\$469.00
Application for variance to Sign By-law	\$469.00
Swimming Pool Permit – Above Ground	\$60.00
Swimming Pool Permit – In-Ground	\$119.00
Sign Permit	\$77.00
Plumbing Permit – per washroom	\$99.00
Driveway Approach	\$176.00
Demolition Permit	\$99.00
Deck Permit (Minimum)	\$145.00
Solar Panel Permit - per panel rate (max. \$605; min. \$90)	\$13.00
Lawyer letters – per property inquiry	\$75.00
Review for purposes of liquor licence	\$100.00
All 911 Address Signs and Posts	Actual cost
All 911 Address Signs Only	Actual cost
911 Sign for undeveloped properties	\$88.00
Wind Turbines with an output over 1.5 megawatts, per turbine	\$11,917.00

<b>Indemnity Deposits</b>	
New Construction Indemnity Deposit – refundable up to 3 years from issuance of permit.	
Residential - Within a Plan of Subdivision	\$3,000.00
Residential - Outside a Plan of Subdivision	\$1,000.00
Non Residential	\$2,000.00
Site Plan Control Agreement Required	\$5,000.00
Swimming Pool - NEW	\$250.00
Detached garage/Shed - NEW	\$250.00
All Other Construction not listed - NEW	\$500.00
Demolition Permit Indemnity Deposit – refundable up to 3 years from issuance of permit.	\$750.00

<b>Part 8 (O.B.C.) Program</b>	
Permit - Class 4 – Septic New or Replacement System	\$841.00
Permit – Class Tertiary System	\$968.00
Permit – Class 4 – Tank Replacement only	\$336.00
Class 5 – Holding Tank	\$841.00

**By-law Number 127-2019  
Schedule A**

**(Applicable taxes will be added to all fees)**

<b>Community and Development Services Building Services</b>	
<b>Parkland Dedication Fees</b>	
Residential lot in urban area	\$1,500.00
Residential lot in rural area	\$600.00
Non residential lot	2% of appraised value
<b>Fill Permit</b>	
1.5 to 2 acres (fee plus \$2,500 deposit)	\$121.00
2 to 4 acres (fee plus \$5,500 deposit)	\$121.00
4 to 5 acres (fee plus \$7,500 deposit)	\$121.00
Over 5 acres (fee plus deposit of \$7,500 plus \$2,500 per acre over 5 )	\$121.00
<b>Refund Policy*</b>	
Application filed, no work done (Minimum Administrative Fee*)	\$30.00
Application filed, preliminary review of plans performed	80%
Application filed, plans reviewed and permit issued	75%
Additional deduction for each field inspection performed	5%
Permits valued at less than \$100	0%
*refund applied to balance after minimum fee deducted	
<b>Property Standards</b>	
Property Standards Order	actual cost plus 20% admin fee
Yard Maintenance Order	actual cost plus 20% admin fee
Changes to Permits Already Issued	\$150.00
Building Permit Fees (building, plumbing & septic) will be charged at twice the applicable rate if any work requiring a permit is commenced prior to receiving a Building Permit.	

**By-law Number 127-2019  
Schedule B**

(Applicable taxes will be added to all fees)

<b>Community and Development Services Planning and Development Services</b>
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Description	Minimum Deposit to Accompany Application	Fee (Non ReFundable) plus actual costs	Flat Fee
<b>Official Plan amendments</b>			
Major (see below)	\$5,000.00	\$2,360.00	
Minor (see below)	\$3,500.00	\$1,770.00	
<b>Zoning By-law amendments</b>			
Major (see below)	\$4,500.00	\$2,360.00	
Minor (see below)	\$3,500.00	\$1,770.00	
Temporary Use By-law	\$3,500.00	\$1,770.00	
By-law to extend the time limit for a Temporary Use			\$591.00
Combined Official Plan Amendment and Zoning By-law Amendment	\$6,000.00	\$3,187.00	
"H" Removal By-law			\$1,415.00
Deeming By-law			\$1,181.00
<b>Site Plan Approval – Minor</b>			
Site Plan Approval - Minor	\$3,000.00	\$1,770.00	
Amendment (see below)	\$2,500.00	\$1,181.00	
Amendment (No Report to Council)			\$591.00
Request for Security Release			\$237.00
Release of Agreement			\$176.00
<b>Site Plan Approval – Major</b>			
Site Plan Approval - Major	\$5,500.00	\$2,951.00	
Amendment (see below)	\$4,000.00	\$2,360.00	
Request for Security Release			\$237.00
Release of Agreement			\$176.00
<b>Telecommunications Facilities</b>			
Exempt from Public Consultation			\$591.00
Not Exempt from Public Consultation			\$946.00
<b>Subdivision Applications</b>			
Subdivision Application	\$10,000.00	\$5,310.00	
Subsequent Phases of Existing Plans of Subdivision	\$6,000.00	\$2,314.00	
<b>Revisions to Draft Approved Plans</b>			
Revisions to a Draft Approved Plan of <b>Subdivision (Red Line Revision)</b>			
Minor Revision (see below)	\$6,000.00	\$2,951.00	
Major Revision (see below)	\$8,000.00	\$4,720.00	
Request to Amend Conditions of Draft Approval	\$3,000.00	\$1,181.00	
Request to Extend Draft Approval			\$591.00
Clearance letter from County			\$355.00
Condominium Application	\$10,000.00	\$5,310.00	

**By-law Number 127-2019  
Schedule B**

(Applicable taxes will be added to all fees)

<b>Community and Development Services Planning and Development Services</b>
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Description	Minimum Deposit to Accompany Application	Fee (Non ReFundable) plus actual costs	Flat Fee
Revisions to a Draft Approved Plan of Condominium (Red Line Revision)			
Minor Revision (see below)	\$6,000.00	\$2,951.00	
Major Revision (see below)	\$8,000.00	\$4,720.00	
Request to Amend Conditions of Draft Approval (no change to layout)	\$3,000.00	\$1,181.00	
Request to Extend Draft Approval			\$591.00
Clearance letter from County			\$355.00
Condominium Conversion	\$3,000.00	\$1,181.00	
Preparation of a subdivision, condominium, site plan or development agreement		Actual Costs	
Lift Part Lot Control			\$1,181.00
Extend Part Lot Control			\$591.00
<b>Minor Variance, Consent and Rezoning Applications</b>			
Minor Variance – Residential		\$709.00	
Minor Variance – All others		\$946.00	
Amendment when Recirculation Required			\$237.00
Tabling Fee			\$119.00
Special Hearing			\$591.00
Consent	\$1,500.00	\$1,181.00	
Amendment - Recirculation Required			\$237.00
Tabling Fee			\$119.00
Special Hearing			\$591.00
Stamping Fee (Certificate):			
For consent, new lot & lot additions			\$119.00
For lease and easement			\$78.00
Combined Minor Variance & Consent	\$1,700.00	\$1,415.00	
Combined Consent & Rezoning	\$2,900.00	\$2,242.00	
<b>Other Fees</b>			
Compliance Letters			\$119.00
Heritage Permit Application			Actual cost
Peer Review of all Specialized Reports/Studies	\$3,000.00	Actual Costs	
OMB Costs	\$2,500.00	Actual Costs	
Photocopies – per page			\$0.30
Information search (per hour, first hour free)			\$36.00
Advertising fee		Actual Costs	
More than one Open House or Public Meeting Required			\$355.00
Notice to Cancel Public Meeting or Open House			\$237.00
Re-circulation of Public Notices			\$237.00



**By-law Number 127-2019  
Schedule B**

**(Applicable taxes will be added to all fees)**

**Community and Development Services  
Planning and Development Services**

<b>Description</b>	<b>Minimum Deposit to Accompany Application</b>	<b>Fee (Non ReFundable) plus actual costs</b>	<b>Flat Fee</b>
Engineering Review Fee			\$176.00
Legal Review Fee		Actual Costs	
Septic Review Fee			\$176.00
Preconsultation Meeting			\$50/hour
Amendment to Development or Subdivision Agreement			\$679.00
<b>Refund Policy*</b>			
Minimum fee*		\$30.00	
After file opened but before circulated			90%
After file circulated but before considered at a public meeting			50%
After file considered at a public meeting			0%
*Refunds on balance after minimum fee deducted			

Where the application is not complete and the deposit has been totally offset by costs,

**Planning Definitions for Major and Minor**

**Official Plan Amendments**

**Major**

- Proposes a re-designation or change in land use for a property or properties;
- Requires many changes to the policies and schedules of the Official Plan;
- New golf courses or expansion to existing golf courses;
- New waste management facility or expansion to existing waste management facility (including agriculture waste facilities);
- Expansion to urban boundary or re-designation of Urban Reserve Area;
- Commercial Development over 3,000 square metres;
- Deletion or addition of arterial or collector road, and;
- Any application that due to the broader policy implications of the Municipality would require the need to review or manage studies or any application deemed to be major by the Manager of Development Services.

**Minor**

- Proposes a small-scale exception to a specific Official Plan standard (e.g. minor
- Proposes a minor change to a specific policy that is limited in scope and typically to one property;
- Maintains the intent and purpose of the Official Plan;
- Shall have limited impact or policy implications beyond the subject lands, and;
- Any application deemed to be minor by the Manager of Development Services.

**By-law Number 127-2019  
Schedule B**

**(Applicable taxes will be added to all fees)**

<b>Community and Development Services Planning and Development Services</b>
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<b>Description</b>	<b>Minimum Deposit to Accompany Application</b>	<b>Fee (Non ReFundable) plus actual costs</b>	<b>Flat Fee</b>
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**Zoning By-law Amendments**

**Major**

- Zone Category Change;
- Associated with an Official Plan Amendment;
- Associated with a Plan of Subdivision or Condominium;
- Application involving multiple properties, and;
- Any Application that requires the review of technical support documents or studies (e.g. environmental analysis, transportation studies, retail market studies etc.).

**Minor**

- Changes within current zone category;
- Re-zoning related to a "surplus lot consent" whereby the remnant parcel of farmland must be re-zoned to ensure that new residential dwellings are prohibited on any vacant remnant parcel of farmland created by the severance.

**Site Plan Approval**

**Major**

- New buildings of any size or additions greater than 929 square metres (10,000 sq. ft) or greater than 3 storeys in building height or;
- Comprehensive changes to on-site grading/servicing/drainage or parking affecting lands greater than .6 hectare (1.5 acres) in land area.

**Minor**

- Existing buildings or new additions not exceeding 929 square metres (10,000 sq. ft) or up to 3 storeys in building height or;
- Changes to landscaping, parking, grading or drainage areas up to .6 hectare (1.5 acres) in land area, including revisions to building elevations, patios or additions thereto.

**Site Plan Amendment**

"Major" and "Minor" categories, as listed above, apply where a previous Site Plan has been approved and/or a Site Plan Agreement has been entered into with the Town.

**Revisions to a Draft Approved Plan of Subdivision or Condominium (Red-Line Revision)**

**Major**

- Major changes to the layout or conditions of draft approval of a draft approved plan.

**Minor**

- Minor changes to the layout or conditions of draft approval of a draft approved plan.

**By-law Number 127-2019  
Schedule C**

**(Applicable taxes will be added to all fees)**

<b>Community and Development Services Parks and Recreation Services</b>	
	<b>Effective 01-Apr-20</b>
<b>Fees – Rooms and Pavilions</b>	
Cancellation fee - (not refundable if within 72 hours)	\$33.00
Set up and Take Down	\$111.00
Security Deposit (no alcohol function)	\$109.00
Security Deposit (alcohol function)	\$217.00
<b>Rentals - Park Pavilions</b>	
Large Pavilion Rental – no alcohol (Lakeview, GERALYN TELLIER PERDU, Tilbury North, Optimist) - per day	\$172.00
Small Pavilion Rental – no alcohol (Woodslee Memorial) - per day	\$87.00
Centennial and Pleasant Park Pavilions – no alcohol - per day	\$42.00
All Pavilion Rentals – Alcohol Event - per day	\$627.00
Lakeview Park Amphitheatre – electrical access	\$89.00
Park Permit (per event)	\$56.00
<b>Rentals – Community and Recreation Centres</b>	
Large Room - per day	\$285.00
Large Room – non-profit - per hour	\$56.00
Large Room - commercial - per hour	\$78.00
Large Room – 4 hour block with or without kitchen	\$171.00
Large Room and kitchen – Alcohol Event - per day	\$631.00
Large Room and kitchen– Alcohol Event – non-profit group - per day	\$615.00
Small Room - per hour	\$56.00
Small Room - non-profit - per hour	\$33.00
Small Room - per day	\$171.00
Small Room – Alcohol Event - per day	\$329.00
Small Room + hall and servery (Libro Centre) no alcohol - per day	\$220.00
Small Room – Community/non-profit group (regular business hours, non-fee usage, approved by Manager of Recreation)	Free
Gymnasium – half – non-profit – per hour	\$32.00
Gymnasium – half – commercial – per hour	\$75.00
Gymnasium - full – per hour	\$56.00
Gymnasium – full – commercial – per hour	\$148.00
Gymnasium – full – block of 10 hours or more – per hour	\$50.00
Gymnasium – Sporting event (non-profit) 12 hours	\$598.00
Arena floor (non-ice) - non-profit – per hour	\$56.00
Arena floor (non-ice) – per day	\$603.00
AtlasTube Centre Lobby or Common Area(s)	150.00
Projector and Screen (with facility rental, per day)	\$24.00
Sound System (with facility rental, per day)	\$24.00
Table Rentals (each)	\$10.00
<b>Recreation Fees</b>	
<b>Drop-in Fees:</b>	
Gymnasium per visit:	
Teen (13-14 years)	\$6.00
Teen (15-17 years)	\$6.00
Adult (18-54 years)	\$6.00
Senior (55 years and over)	\$3.75
Family rate (up to 6 immediate family members)	\$12.00
Adult – Open Gym Time	\$6.00
Pickleball or Shuffleboard	
Adult/Senior (up to 3 hours) per visit – no instructor	\$3.75

**By-law Number 127-2019  
Schedule C**

(Applicable taxes will be added to all fees)

<b>Community and Development Services Parks and Recreation Services</b>	
	<b>Effective 01-Apr-20</b>
<b>Fitness Class Drop-in</b>	
Adult instructor led fitness class – per class	\$7.50
Senior instructor led fitness class – per class	\$5.00
Pickleball and Shuffleboard - 10 Session Pass	\$33.75
Gymnasium Drop in Pass - 10 Session Pass	\$54.00
<b>Program Registration:</b>	
<b>Recreation Programs: (per hour)</b>	
Preschool (0-5 years)	\$6.50
Youth (6-12 years)	\$6.50
Teen (13-14 years)	\$6.50
Teen (15-17 years)	\$6.00
Adult (18-54 years) (not instructor led fitness)	\$7.00
Senior (55 years and over) (not instructor led fitness)	\$7.00
<b>Fitness: (per class)</b>	
Adult Fitness –instructor led fitness class	\$6.00
Senior Fitness – instructor led fitness class	\$3.00
Adult Fitness – full session registration	\$5.00
Senior Fitness (55 years and over)– full session registration	\$2.00
<b>Recreation Program Discounts:</b>	
Family Program Registration – 3 or more immediate family members register for programs at full rates	10% discount
ODSP Recipient Program Registration – eligible persons	10% discount
Seniors Program Registration (55 yrs and up)	10% discount
Individual – Multi-Program – 3 or more programs/session	10% discount
<b>Recreation - Camps and Birthday Parties</b>	
<b>Camps: (fees include activity fees and supplies)</b>	
Summer or March Break Camp - per day	\$40.00
Summer or March Break Camp - per week	\$150.00
Specialty Camp – includes activity fees and supplies - per week	\$165.00
<b>Birthday parties:</b>	
Birthday parties - room plus staff (2 hrs, max 20 children)	\$192.00
Birthday parties - room plus staff plus pizza (2 hrs, max 20 children)	\$220.00
Birthday parties - gym + room + staff (2 hrs, max 20 children)	\$209.00
Birthday parties - gym + room + staff + pizza (2 hrs, max 20 children)	\$313.00
Birthday parties – room, staff, pizza, primetime skating (2 hrs, max 20 children)	\$339.00
Each additional child (non-swim parties)	\$8.00
Birthday parties – room + staff + pool (2hrs, max 20 children)	\$261.00
Birthday parties – room + staff + pool + pizza (2hrs, max 20 children)	\$365.00
<b>Sports Facilities and Fields</b>	
Soccer or Baseball – Registered league fees, per user per season	\$13.15
Baseball Diamond –reservation & preparation (non-league)	\$56.00
Tennis Court key – per season	\$29.79
<b>WFCU Pool</b>	
<b>Drop-in Swimming</b>	
Pool Lengths and Leisure swim	\$4.87
Pool – Aquatic Exercise	\$5.75
<b>Recreation Swim</b>	
Child under 24 months (with paid adult)	Free
Child/Youth (ages 2-14)	\$3.50
Child/Youth (ages 15-17)	\$3.10
Adult/Senior	\$3.10

**By-law Number 127-2019  
Schedule C**

**(Applicable taxes will be added to all fees)**

<b>Community and Development Services Parks and Recreation Services</b>	
	<b>Effective 01-Apr-20</b>
<b>Swim Passes:</b>	
Summer Family Swim Pass (Valid from June 26-Labour Day for recreation swims only. Up to 6 immediate family members living in the same household)	\$165.00
Summer Adult Swim Pass (Valid from June 26-Labour Day for recreation swims only.)	\$56.00
Summer Youth (up to age 14) Swim Pass (Valid from June 26-Labour Day for recreation swims only.)	\$50.00
Summer Youth (ages 15-17) Swim Pass (Valid from June 26-Labour Day for recreation swims only.)	\$44.25
Summer Organization Swim Pass (Valid for a recognized organization up to 6 people)	\$165.00
Preschool Swim Pass (3 month pass for 1 child to attend preschool swims only, with guardian in the water)	\$99.00
<b>Memberships and Pass Cards</b>	
Adult Pool Membership – Monthly	\$40.00
Adult Pool Membership – 3 Month	\$108.00
Adult Pool Membership – 6 Month	\$193.00
Adult Pool Membership – Annual	\$347.00
Adult Enhanced Pool Membership – Monthly	\$47.00
Adult Enhanced Pool Membership – 3 Month	\$132.00
Adult Enhanced Pool Membership – 6 Month	\$235.00
Adult Enhanced Pool Membership – Annual	\$422.00
Adult Swim Pass – 10 Sessions	\$45.00
Adult Enhanced Swim Pass – 10 Sessions	\$53.00
<b>Swimming Lessons – rates per person, per ½ hour:</b>	
Child/Youth (regular ratios)	\$8.50
Adult (regular ratios)	\$7.52
Child/Youth (up to age 14) (1:4 ratios)	\$11.50
Youth (age 15-17) (1:4 ratios)	\$10.18
Private Lessons - individual	\$27.50
Private Lessons – 2 participants (per person)	\$17.00
Private Lessons – 3 or more participants (per person)	\$13.80
<b>Swim/Skate Passes:</b>	
Fall Swim/Skate Pass – Adult (3 month pass. Valid for public skate and swim only)	\$56.00
Fall Swim/Skate Pass – Youth to age 14 (3 month pass. Valid for public skate and swim only)	\$50.00
Fall Swim/Skate Pass – Youth ages 15 - 17 (3 month pass. Valid for public skate and swim only)	\$44.25
<b>Pool Rental:</b>	
1 hour rental -1 pool, 2 lifeguards max. 24 people (base fee)	\$121.00
Extra Lifeguard for Hourly Pool Rental – per additional lifeguard per hour (added to base fee)	\$28.00

**By-law Number 127-2019  
Schedule D**

**(Applicable taxes will be added to all fees)**

<b>Legislative and Legal Services Police Services</b>	
Motor Vehicle Accident Reports	\$53.00
Incident Report Confirmation	\$53.00
Criminal Record Checks (CRC)	\$53.00
Criminal Record Checks – students	\$25.00
Criminal Record Checks – volunteers	Free
Duplicate Copy of CRC Certificate	\$5.00
Technical Traffic Collision Reports	\$558.00
Reconstructionist Report	\$1,115.00
Alarm Registration – Annual	\$20.00
<b>False Alarm Fees:</b>	
Unregistered Premises - Any at fault false alarm call	\$120.00
Registered Premises -Third at fault false alarm and each subsequent call thereafter	\$120.00

**By-law Number 127-2019  
Schedule E**

(Applicable taxes will be added to all fees)

<b>Legislative and Legal Services</b> <b>Fire Services</b>
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Letters of Compliance	
Lawyer Letters – per inquiry	\$75.00
Commercial - includes on site inspection	\$192.00
Residential - includes on site inspection	\$97.00
Fire Reports	\$71.00
Fire Inspections	
Inspection and certification of premises for liquor license approval	\$120.00
Inspection by request (day care facility, retirement homes, group homes etc) - excluding residential homes	\$60.00
Fire Inspections (after standard 3 visits) – per hour	\$44.00
Special Occasion Permit Inspection	\$41.00
All retrofits	\$359.00
Fire Scene Photographs (each)	\$4.40
Assistance for private standby beyond normal fire protection of Commercial and Industrial premises - per hour (MTO rates per manned apparatus)	\$475.00
Call for Service – Failure to Locate Utilities – per manned fire apparatus	\$542.00
Fire Investigation Reports	\$239.00
Fire Safety Plan Review:	
Vulnerable Occupancies Small Facilities (up to 5 residents)	\$271.00
Vulnerable Occupancies Large Facilities (over 5 residents)	\$542.00
General – First Plan Initial Review	\$57.00
General – Plan review per review	\$41.00
Inspections for Propane Dispensing Sites:	
Existing 5,000 USWG or less	\$169.00
New/modified 5,000 USWG or less	\$338.00
Existing greater than 5,000 USWG	\$1,687.00
New/modified greater than 5,000 USWG	\$1,687.00
If necessary to retain 3 <sup>rd</sup> party engineer/other firm	Actual cost
False Alarms	
After second false alarm:	
First Hour – per manned apparatus	Current MTO rate
Each additional half hour – per manned apparatus	Current MTO rate
Open Burn By-law Cost Recovery Formula	
Fire Administration only attends location	½ the current MTO rate for a single manned fire apparatus
Camp fire extinguishment only	½ the current MTO rate for a single manned fire apparatus
Fire extinguishment using less than 6 firefighters	Current MTO rate for a single manned fire apparatus
Fire extinguishment using greater than 6 firefighters and less than 12 firefighters	Current MTO rate for 2 manned fire apparatus
Fire extinguishment requiring a 2 station response	Current MTO rate for 4 manned fire apparatus
External Services	
Recovery – external services cost	Actual Costs



**By-law Number 127-2019  
Schedule F**

(Applicable taxes will be added to all fees)

<b>Legislative and Legal Services</b>	
<b>Legislative and Legal Services and Animal Control</b>	
<b>Permits, Licences and Fees</b>	
Break open lottery tickets – per box	\$12.00
Bingo/Raffle Licences	3% of Proposed Prize
Hunting Licences	
Resident – Small Game (subject to Ministry approval)	\$12.00
Non-Resident – Small Game (subject to Ministry approval)	\$17.00
Marriage License	\$137.00
Marriage Solemnization - Ceremony fee (basic)	\$271.00
Taxi Licences (Annual)	
Company License	\$120.00
Company License Renewal	\$60.00
Driver Permits – OPP Clearance provided by applicant	\$24.00
Burial Permits	\$15.00
Photocopying – Per Standard Page	\$0.30
<b>Privacy Act</b>	
Freedom of Information (MFIPPA) Requests:	
Application Fee	\$5.00
Electronic document search – per 15 minutes	\$15.00
Miscellaneous Charges per OReg 823	Per O. Reg 823
<b>Alley Closing</b>	
Closing, sale and disposition of streets and alleys - Policy AD-284 - non-refundable fee plus applicable costs	\$1,073
<b>Animal Control</b>	
Dog Tags	\$20.00
Dog Tag Penalty if Purchased after March 31	\$10.00
Replacement of lost dog tag	\$6.20
Dog Tags – for calendar year of adoption from Lakeshore Area 3 Dog Pound by Lakeshore resident	Free
Kennel License - In designated zoning areas only	\$64.00
<b>Dog Pound Fees</b>	
Second Offence	\$60.00
Third Offence	\$120.00
Impound Fee Per Day	\$12.00
Trap rental – per day, up to 7 continuous days, plus \$50 refundable deposit	\$10.00
Trap rental – per day beyond 7 continuous days	\$5.00
<b>Contribution to Appeals</b>	
Costs and Disbursements to attend third party appeals	Actual Costs

**By-law Number 127-2019  
Schedule G**

**(Applicable taxes will be added to all fees)**

<b>Engineering and Infrastructure Services</b>	
<b>Public Works Services</b>	
Ditching Policy EN120 - Administrative Fee	\$239.00
Encroachment/entrance permit and other miscellaneous works	\$239.00
Indemnity deposit – refundable up to 3 years from issuance of permit	\$1,300.00
Mini-Cam Inspection	\$0.00
<b>Drainage Services</b>	
Tile Loans – Administrative Fee	\$150.00
<b>Engineering Services</b>	
Lawyer Letters - per property inquiry	\$75.00
<b>Water Services</b>	
Water Shut-Off - nonpayment	\$50.00
Water Shut-Off	\$30.00
Water Shut Off – After Hours	\$152.00
Water Turn-On	\$30.00
Water Turn On – After Hours	\$152.00
Water Disconnect, defined as a complete removal of the water service to corporation stop	Actual cost
Water Reconnect, defined as a installation of the water service to corporation stop. Buy-in fee under Tariff of Fees By-law is not applicable if done within 5 years of disconnect.	Actual cost
New Water Account Set Up Fee	\$30.00
Water account late payment fee	3% per month
Shut off notice	\$6.00
Relocation of Water Service:	
Short Service	\$2,980.00
Long Service	\$3,695.00
Inspection Fee – water service when building demolished	\$58.00
Missed appointment or service refusal per instance	\$55.00
<b>Water Service Abandonment Fee:</b>	
Where all buildings have been removed from a building lot and a water service is requested to be abandoned by the property owner, the water service pipe shall be disconnected at the property line. The service box and rod shall be removed by the owner's contractor or by Town forces, at the owner's expense, and inspected by the Town; after which the basic charge will no longer be applicable	
Town performs the work	\$295.00
Inspection Fee when property owner performs the work	\$58.00
<b>Water Service Abandonment Reconnection Fee (at property line):</b>	
Town performs the work	\$295.00
Inspection Fee when property owner performs the work	\$58.00
In the event that the reconnection is done within 5 years of Water Buy-in, reconnection fee shall not be applicable.	
<b>Water Permit - Includes Supplying Water Meter - Actual cost plus administration fee</b>	
Water Permit - Includes Supplying Water Meter - Actual cost plus administration fee	\$30.00
Test of Water Meter - where meter is found to be in proper working order	\$163.00
Frozen Meter Repair	\$108.00
Water Buy-In Fees	Per By-law 49-2015

**By-law Number 127-2019  
Schedule H**

(Applicable taxes will be added to all fees)

<b>Finance Services</b>
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<b>Administration Fees and Service Charges</b>	
Convenience Fee – US currency transactions (per item)	\$3.00
NSF Cheque/Returned Item Charge	\$35.00
Financing Administration Fee – per property	\$112.00
Interest on trade receivables over 30 days past due per month	1.25%
Penalty and Interest on tax account arrears per month	1.25%
Tax Certificate and Water Certificate - each per property inquiry	\$75.00
Tax Certificate and Water Certificate - each per property inquiry within 3 business days	\$150.00
Property Tax bill reprint	\$12.00
Additions to the Roll - Water, AR, POA, WSIB, etc.	\$30.00
Refund or Misdirected Payment Fee	\$30.00
Title search on property > 2 years in arrears	\$56.00
Financing Admin Fee	\$112.00
Ownership Changes	\$35.00
Mortgage Fees for tax bills	\$11.00

<b>Tax Sale Fees</b>	
Farm Debt Mediation Letter – per property	\$50.00
Block A – Preliminary work (including registration of Tax Arrears Certificate, mailing of first notices, Statutory Declaration regarding notice, Tax Arrears Cancellation Certificate)	\$1,050.00
Block B – Survey (if required)	Actual
Block C – Final Notice, Statutory Declaration	\$300.00
Block D – Extension Agreement	\$400.00
Tender process:	
Advertising	Actual
Tender opening and examination	\$570.00
Prepare and Register Tax Deed	\$750.00
Pay proceeds into court	\$650.00

<b>G.I.S. Mapping</b>	
<b>Standard Map Products</b>	
Municipal Wide Street Map - (Double Sided – Colour) 11"x17"	Free
Municipal Wide Street Map - (Double Sided – Colour) 18"x34"	\$6.00
Municipal Wide Street Map - (Double Sided – Colour) 24"x50"	\$12.00
<b>Custom Map Products</b>	
Custom Mapping - include any plots larger than 11" x 17" up to maximum size 24" x 50" - per hour	\$50.00

**By-law Number 127-2019  
Schedule I**

**(Applicable taxes will be added to all fees)**

<b>Community and Development Services</b>	
<b>Arena – Ice Rates</b>	
	<b>Effective 01-Apr-19</b>
<b>Ice Rentals – hourly rates:</b>	
Weekday morning (M-F 7am – 12pm; September – March)	\$110.00
Weekday non-prime time (M-F 12pm – 5pm; 10pm-12am)	\$154.00
Prime Time (M-F 5pm-10:00pm, Sat/Sun 8am-10pm)	\$192.00
Same Day rental	\$135.00
Ice Rental Cancellation Fee – minimum 48 hours notice	\$32.00
Arena Storage Room – registered leagues	Free
<b>Public Skating:</b>	
Public Skate session (up to age 14)	\$2.00
Public Skate session (over age 14)	\$2.00
Parent and Tot Skate session	Free
Adult/Senior Skate session	Free
Figure Skating practice (Child/Youth to age 14)	\$11.00
Figure Skating practice (Youth ages 15-17)	\$10.00
<b>Drop-In Hockey: (full equipment is required)</b>	
Child/Youth to age 14	\$5.00
Youth – ages 15-17	\$5.00
Adult	\$7.00

**By-law Number 127-2019  
Schedule J**

**(Applicable taxes will be added to all fees)**

<b>Community and Development Services</b>	
<b>Belle River Marina Rates</b>	
<b>Slip Rental –Seasonal:</b>	
Fully Serviced - based on size of slip - per foot	\$52.00
Un-serviced- based on size of slip - per foot	\$41.00
<b>Slip Rental – Monthly:</b>	
Docks A and B – Serviced	\$460.00
Docks C, D, G and F – Serviced	\$400.00
Docks E and F – Un-serviced	\$370.00
<b>Slip Rental - Transient</b>	
Slip Rental - per foot	\$1.80
5-night Discount (Sunday through Wednesday)	Buy 3 nights, Get 2 nights free
3-night Discount (Sunday through Wednesday)	Buy 2 nights, Get 1 night Free
2-night Club Event Booking	Buy 1 night, Get 1 night 50% Off
<b>Other Fees:</b>	
Electrical Fee -Air Conditioner per unit	\$195.00
Pump Out	\$13.28
Boat Launch Ramp – Day Pass	\$13.28
Boat Launch Ramp – 10-pack	10% off
Boat Launch Ramp - Season Pass	\$184.00
Boat Launch Ramp - Seasonal Pass Senior Rate	\$150.00
Jet Ski Access – Season Pass (must supply own Town-approved dock)	\$195.00
Chartering Access – Season Pass	\$500.00
Marina Pavillion – seasonal boater use only	Free

**By-law Number 127-2019  
Schedule K**

<b>Engineering and Infrastructure Services</b>	
<b>Water Rates</b>	
Consumption - per cubic meter	\$1.52
Basic - per month	\$20.41
Flat rate - per month	\$72.00
Late payment charge on water bill	3% per month
<b>Wastewater Rates</b>	
Consumption - per cubic meter	\$1.52
Basic - per month	\$18.71
Flat rate - per month	\$71.00
<b>Bulk Water Rates</b>	
Bulk Water Fill Station Rate - per 1,000 gallons (0.4546 m3)	\$6.00

**THE CORPORATION OF THE TOWN OF LAKESHORE**

**BY-LAW NO. 130-2019**

**A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AMENDING SITE PLAN  
AGREEMENT WITH 2366146 ONTARIO LTD.  
(1925 COUNTY ROAD 42 – SPC-9-2019)**

**WHEREAS** pursuant to Section 41 of the Planning Act, R.S.O. 1990 and Amendments thereto, 2366146 Ontario Ltd. has applied for site plan approval of plans and drawings to erect an 1,232 m<sup>2</sup> new building at 1925 County Road 42 on lands described as Pt Lt 6 Con EBR Rochester, Parts 1 to 4, Plan 12R-14267; in the Town of Lakeshore;

**AND WHEREAS** pursuant to Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, municipalities may impose certain conditions and enter into an agreement with respect to the approval of site plans;

**NOW THEREFORE** THE COUNCIL OF THE CORPORATION OF THE TOWN OF LAKESHORE ENACTS AS FOLLOWS:

1. The site plan agreement attached hereto as Schedule "1" is hereby approved.
2. That after approval of the site plan application by Council, the Mayor and Clerk are hereby authorized and directed to execute the site plan agreement attached hereto as Schedule "1" on behalf of the Corporation of the Town of Lakeshore after approval.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
10<sup>th</sup> DAY OF DECEMBER, 2019.**

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TOM BAIN  
MAYOR

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KRISTEN NEWMAN  
DIRECTOR OF LEGISLATIVE & LEGAL  
SERVICES/ CLERK

## SITE PLAN AMENDING AGREEMENT

**THIS AGREEMENT** made (in triplicate) this 10<sup>th</sup> day of December, 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF LAKESHORE,**  
(hereinafter called the "Corporation"),

**OF THE FIRST PART**

**-and-**

**2366146 ONTARIO LTD.**  
(hereinafter called the "Owner"),

**OF THE SECOND PART**

**WHEREAS** the Corporation has enacted a By-law designating the lands described in Schedule "A" hereto annexed, (hereinafter the "Subject Lands") as a Site Plan Control Area pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (hereinafter the "Act");

**AND WHEREAS** the Owner is the registered owner of the Subject Lands and has applied for Site Plan Approval pursuant to the Act which approval requires that the existing Site Plan Agreement between the Parties dated December 10<sup>th</sup>, 2013 (registered April 24, 2014 as instrument number CE607467) (hereinafter the "Existing Agreement") and the existing Site Plan Amending Agreement between the Parties dated February 20<sup>th</sup>, 2018 (registered May 8<sup>th</sup>, 2018 as instrument number CE828030) (hereinafter the "Existing Amending Agreement") be amended;

**AND WHEREAS** Council of the Corporation has approved the site plans submitted by the Developer subject to certain conditions in accordance with the provisions of the Act which approval is evidenced by the authorization and execution of this Agreement;

**NOW THEREFORE** in consideration of the premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. The Owner and the Corporation agree that the recitals above are true and that they form part of this agreement as though repeated hereafter.
2. The drawings listed in Schedule "B" to this Agreement are added to Schedule "B" of the Existing Agreement as additional Approved Drawings.
3. Notwithstanding Section 6 of the Existing Agreement, the Owner shall have one hundred and eighty (180) days of the date of the execution of this Agreement to complete all of the new works provided for in this Agreement. The said Section 6 shall apply in all other respects to the works provided for in this Agreement.
4. That section 13 on Schedule "C" of the Existing Agreement is hereby deleted and replaced with the following:  
  

*"13. Any hydrant situated within the road allowance is the property of the Corporation and shall be maintained by it. Hydrants located on private property shall be maintained by the Owner in accordance with the Corporation's By-law number 136-2009. Flow testing shall be paid for by the Owner in accordance with the Corporation's Development Standard Manual.*
5. The following section is hereby added to Schedule "C" of the Existing Agreement:  
  

*"23. a) The Owner agrees to submit and obtain approval for an "Amending Site Plan Control Application" as it relates to the "Future Warehouse Building Area - 508.6 m<sup>2</sup>" noted on Sheet 1, titled "Site Plan" within Schedule B of the "Approved Drawings". The stormwater management report provided as part of the application for this amending site plan agreement included all proposed buildings and will require final approval from the Corporation and the Essex Region Conservation Authority.*



6. For greater clarity, and without limiting the applicability of any portion of the Existing Agreement, the Owner acknowledges and agrees that Section 21 of Schedule "C" of the Existing Agreement shall apply in behalf of the works provided for in this Agreement and therefore a fresh security deposit in the amount of \$5,000.00 shall be deposited with the Corporation to be treated as set out in the said Section 21 of Schedule "C" of the Existing Agreement.
7. The fees, expenses and charges of the Corporation for the preparation of this Agreement shall be payable by the Owner to the Corporation upon demand.
8. This Agreement shall be binding upon the Owner and the Owner's heirs, executors, administrators, successors and assigns and the Owner from time to time of the Subject Lands. This Agreement may be amended at any time with the consent of the Corporation and the registered Owner of the Subject Lands at the time of such amendment.
9. If any term, covenant or condition of this Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
10. The Owner hereby consents to the registration of this Agreement on the title of the Subject Lands.
11. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
12. This Agreement shall enure to the benefits of the parties hereto, their successors and assigns.

**IN WITNESS THEREOF** the said parties hereto have hereunto affixed their signatures and corporate seals attested to by the hands of their property officers, duly authorized in that behalf.

**2366146 ONTARIO LTD.**

per: \_\_\_\_\_  
Debbie Tracey, Secretary and Treasurer  
I have the authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF  
LAKESHORE**

per: \_\_\_\_\_  
Tom Bain  
Mayor

per: \_\_\_\_\_  
Kristen Newman  
Director of Legislative & Legal Services/  
Clerk

We have authority to bind the Corporation.

**SCHEDULE “A”**  
**TO SITE PLAN AMENDING AGREEMENT BETWEEN THE TOWN OF LAKESHORE**  
**AND 2366146 ONTARIO LTD.**

**LEGAL DESCRIPTION**

**LAND TITLES DIVISION OF ESSEX (12)**

PART OF LOT 6, CONCESSION 1 EBR ROCHESTER,  
PARTS 1 TO 4 12R14267;  
S/T R013966; SUBJECT TO AN EASEMENT IN GROSS OVER  
PT 1 12R24740 UNTIL 2032/07/21 AS IN CE479407;  
TOWN OF LAKESHORE

PIN: 75028-0222 (LT)

**SCHEDULE “B”**

To SITE PLAN AMENDING AGREEMENT BETWEEN THE TOWN OF LAKESHORE  
AND 2366146 ONTARIO LTD.

ADDITIONAL APPROVED DRAWINGS

Drawing No.	Title	Author	Date
Sheet 1	Site Plan	Baird AE Architecture & Engineering	11/15/2019
Sheet 2	Servicing and Grading Plan	Baird AE Architecture & Engineering	11/15/2019
Sheet 3	Details	Baird AE Architecture & Engineering	11/15/2019

**THE CORPORATION OF THE TOWN OF LAKESHORE**

**BY-LAW NO. 131 - 2019**

**A BY-LAW TO AUTHORIZE**

**THE EXECUTION OF A SUBDIVISION AGREEMENT**

**PERTAINING TO SERENITY BAY**

**WHEREAS** the Owner received Draft Plan Approval (File# 37-T-15001) for a plan of subdivision prepared and certified by Roy Simone, O.L.S. dated August 31, 2018, showing Thirteen (13) lots for single detached residential dwellings, four (4) blocks (18, 19, 20 and 24) for twelve (12) townhouse residential dwellings, fifteen (15) blocks (14, 15, 16, 17, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31 and 32) for thirty (30) semi-detached residential dwellings, one (1) block (block 33) for a storm water management facility and two (2) blocks (blocks 34 and 35) for daylight triangles, on lands legally described as Part of Lot 1 Concession East of Pike Creek, Town of Lakeshore, as more particularly described in Schedule A (the "Subject Lands");

**AND WHEREAS** the Approved Draft Plan of Subdivision is attached hereto as "Schedule "B" (the "Plan of Subdivision");

**AND WHEREAS** the Conditions of the aforementioned Draft Plan Approval dated March 22, 2019 require that the Owner enter into an Agreement for the provision of services for the Plan of Subdivision and to satisfy all other Lakeshore requirements, financial and otherwise, related to the Plan of Subdivision;

**AND WHEREAS** pursuant to the *Planning Act*, R.S.O. 1990, c.P.13, as amended, municipalities may enter into such agreements;

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF LAKESHORE ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be authorized to execute a Subdivision Agreement with 1903286 Ontario Inc. and Jack Mocerì & Sons Contracting Limited in connection with the Serenity Bay Development substantially in the form attached hereto;
2. That this By-law shall come into force and have effect upon the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
10<sup>th</sup> DAY OF DECEMBER, 2019.**

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**TOM BAIN  
MAYOR**

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**KRISTEN NEWMAN  
DIRECTOR OF LEGISLATIVE AND LEGAL  
SERVICES/ CLERK**

**TOWN OF LAKESHORE**  
**SUBDIVISION AGREEMENT**  
**(Serenity Bay)**

**THIS AGREEMENT** made (in triplicate) this 10<sup>th</sup> day of December, 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF LAKESHORE,**  
(hereinafter referred to as "Lakeshore"),

**OF THE FIRST PART**

**-and-**

**1903286 ONTARIO INC. AND**  
**JACK MOCERI & SONS CONTRACTING LIMITED,**  
(hereinafter referred to as the "Owner"),

**OF THE SECOND PART**

**WHEREAS** the Owner received Draft Plan Approval (File# 37-T-15001) for a plan of subdivision prepared and certified by Roy Simone, O.L.S. dated August 31, 2018, showing Thirteen (13) lots for single detached residential dwellings, four (4) blocks (18, 19, 20 and 24) for twelve (12) townhouse residential dwellings, fifteen (15) blocks (14, 15, 16, 17, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31 and 32) for thirty (30) semi-detached residential dwellings, one (1) block (block 33) for a storm water management facility and two (2) blocks (blocks 34 and 35) for daylight triangles, on lands legally described as Part of Lot 1 Concession East of Pike Creek, Town of Lakeshore, as more particularly described in Schedule A (the "Subject Lands");

**AND WHEREAS** the Approved Draft Plan of Subdivision is attached hereto as "Schedule "B" (the "Plan of Subdivision");

**AND WHEREAS** the Conditions of the aforementioned Draft Plan Approval dated March 22, 2019 require that the Owner enter into an Agreement for the provision of services for the Plan of Subdivision and to satisfy all other Lakeshore requirements, financial and otherwise, related to the Plan of Subdivision;

**AND WHEREAS** Lakeshore has certain design criteria that the Owner's construction and installation of services must meet or exceed. Lakeshore's design criteria are contained in its Development Manual, current as of the date first mentioned above, (hereinafter referred to as the "Development Manual");

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the aforesaid premises and in consideration of the sum of Five (\$5.00) Dollars now paid by the Owner to Lakeshore, the receipt whereof is hereby expressly acknowledged, the parties hereto covenant and agree one with the other as follows:

## Definitions

- 1.1 In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:
- (a) “Agreement” means this subdivision agreement;
  - (b) “Approval” means draft plan approval under the *Planning Act*;
  - (c) “Development Manual” means Lakeshore’s Development Manual published on its website, as may be amended from time to time;
  - (d) “Engineer” means the Owner’s consulting engineer who is hired and retained in accordance with Section 2.2 hereof;
  - (e) “Final Approval” means approval for the final plan of subdivision under the Planning Act;
  - (f) “*Planning Act*” means the *Planning Act*, R.S.O. 1990, c. P.13, as amended or any successor statute;
  - (g) “Works” means all services to be constructed pursuant to this Agreement that will ultimately be utilized by the general public and assumed by Lakeshore.

## Lands Affected

- 1.2 This Agreement applies to the Subject Lands. The Owner warrants that it is the registered owner of the Subject Lands.

## Scope

- 1.3 This Agreement shall define the obligations and duties of the Owner with respect to the development of the Subject Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided and payments required to be made to Lakeshore and to such other persons or entities, and such other matters as may be more specifically set out herein, and shall define the responsibilities of the Owner related to the acceptance and assumption of the Works by Lakeshore.

## GENERAL CONDITIONS

### Cost of Works

- 2.1 The Owner shall be solely responsible for the cost of the Works. Lakeshore shall not be required to pay any portion of any cost related to the Works unless otherwise expressly provided in this agreement or as expressly required by statute. In the event that Lakeshore incurs any expenses related to construction lien actions or otherwise respecting the construction of the Works, such expenses shall be reimbursed by the Owner forthwith upon demand.

### **Consulting Engineer**

- 2.2 The Owner shall employ, at its sole expense, a Professional Engineer registered under the *Professional Engineers' Act* of Ontario (hereinafter called the "Engineer"). The Engineer, and any successor, must be acceptable to Lakeshore and shall carry out all necessary engineering requirements for the development of the Subject Lands in accordance with this Agreement and with the Development Manual. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to Lakeshore's satisfaction. The Owner's agreement with the Engineer shall include design, general supervision and/or resident supervision and shall provide that Lakeshore may inspect the construction, installation and provision of the Works and shall have the power to stop any work or construction that, in Lakeshore's opinion, is being performed in a manner that may result in completed installations or construction that would not be satisfactory to Lakeshore. The Owner shall provide Lakeshore with a certificate from the Engineer certifying that the Works have been completed in accordance with this Agreement and the Development Manual prior to Lakeshore accepting the Works. Without limiting the generality of the foregoing, the Engineer shall:

- a) design and submit to Lakeshore for approval, engineering drawings for the Works;
- b) prepare any contracts necessary for the construction of the Works;
- c) forward of all documentation necessary to obtain from municipal, provincial and federal authorities all approvals required for the construction of the Works;
- d) submit to Lakeshore, prior to the commencement of any construction, a report showing existing elevations and the proposed method of drainage of the Subject Lands;
- e) arrange for all survey and layout work required for the construction of the Works;
- f) maintain, for his/her client's purposes, all records of construction for the Works;
- g) submit to Lakeshore all required record drawings of all details, elevations and drawings of the Works;
- h) be responsible for the coordination of all services required under this Agreement; and
- i) visit the site of the said works as requested by Lakeshore for any reasons related to the Works.



### **Lakeshore's Review and Inspection**

- 2.3 Lakeshore, at its option, may retain a professional engineer in the Province of Ontario ("Reviewing Engineer") for the purpose of:
- a) reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
  - b) supervising and inspecting the installation of the Works.

The fees, expenses and charges of the Reviewing Engineer shall be payable by the Owner to Lakeshore upon demand. The Reviewing Engineer's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work.

### **Contractor for Construction of Works**

- 2.4 The Owner covenants and agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by Lakeshore, which approval shall not be unreasonably withheld. The contract(s) shall provide that Lakeshore may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should Lakeshore be of the opinion that any construction is being undertaken contrary to the provisions of this Agreement or the Development Manual or that may result in the Works, or any part thereof, being unsatisfactory to Lakeshore.

### **Approval of Plans**

- 2.5 Detailed plans and specifications for the Works shall be submitted to Lakeshore for final approval before any work is commenced. Lakeshore shall provide written confirmation that it is satisfied that the Works have been designed in accordance with the Approval and the Development Manual by placing its certificate on the plans and specifications. Plans submitted will be reviewed within a reasonable time. Lakeshore's approval of the plans and specifications shall not absolve the Owner of responsibility for errors or omissions in the plans and specifications. Lakeshore shall not grant final approval of the plans and specifications until all Ministry of Environment, Conservation and Parks, ERCA and any other necessary government approvals have been received.

### **Prior to Commencement of Construction**

- 2.6 Unless the Owner has received Lakeshore's written consent to do so, no work shall be commenced until the designs for all the Works have been approved by Lakeshore. Any work undertaken by the Owner prior to this Agreement coming into force and Lakeshore providing the aforementioned written consent shall not be accepted by Lakeshore unless the Engineer has advised Lakeshore in writing that such work has been carried out in accordance with the this Agreement and the

Development Manual and Lakeshore, and/or the Reviewing Engineer, are satisfied that such is the case. The Owner shall provide all the information and expose or reconstruct any portion of the Works that Lakeshore may in its absolute and sole discretion require.

### **Installation**

- 2.7 The Works shall be constructed and/or installed in accordance with the plans and specifications approved pursuant to section 2.5, above, the Development Manual, this Agreement and all applicable law.

### **Inspection of Work**

- 2.8 The Owner shall, at any time or times prior to the issuance of the Certificate of Completion, when required to do so by Lakeshore, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Works as may be necessary for Lakeshore to make adequate inspection and observation, and shall, as required, make good again, to the satisfaction of Lakeshore, any openings, excavations or disturbances of any property, real or personal, resulting there from. If, in the opinion of Lakeshore, any unacceptable work for which the Owner is responsible is found by such investigations, the cost of such investigations and such making good shall be borne by the Owner but if, in the opinion of Lakeshore, no such unacceptable work is found by such investigations, the said costs shall be borne by Lakeshore.

### **Sewer Video Inspection Program**

- 2.9 The Owner covenants and agrees to:
- (a) undertake and pay for a sewer video inspection program for all new storm and sanitary sewers constructed as part of the Works. This inspection shall be undertaken by a qualified provider of this service that has been approved by Lakeshore's Director of Engineering and Infrastructure Services prior to the video inspection being undertaken;
  - (b) provide Lakeshore with video and written reports in a format as specified by Lakeshore;
  - (c) carry out the video inspection:
    - i. after completion of the base coat of asphalt and prior to Acceptance of the applicable works by Lakeshore;
    - ii. prior to Assumption of the applicable works; and
    - iii. at any other time if required by Lakeshore's Director of Engineering and Infrastructure Services.
  - (d) remove all silt and debris from storm and sanitary sewers prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in the written report or as may be identified by Lakeshore during its review of the video.

### **Specifications and Materials**

- 2.10 All work or detail required for the completion of the Works shall adhere to the Development Manual.
- 2.11 In the event the Owner shall call for tenders for any of the Works, such tenders shall be called on the basis of the specific requirements prescribed under this Agreement and in accordance with the Development Manual and the Owner shall provide Lakeshore with a copy of the tender and an executed copy of the contract let to each successful tenderer for any such work.
- 2.12 All material to be incorporated into the Works shall be tested by Owner from time to time as may be required by Lakeshore and in accordance with the material testing requirements identified in the Development Manual.
- 2.13 The Owner shall employ the services of a certified material testing company qualified in the fields of concrete, compaction and asphalt testing to carry out the testing referred to in paragraph 2.12. Prior to the commencement of the installation of the Works, the Owner shall submit for Lakeshore's approval, the name of the proposed testing company and its recommended material testing program.

### **Right-of-Way Damage**

- 2.14 The Owner agrees to repair or reconstruct any services damaged in front of each individual building lot on the Subject Lands to Lakeshore's satisfaction. These include, but are not limited to, sewer cleanouts, curb and gutter, pavement, and manholes. Finalization of any building permit shall be contingent on compliance with this section.

### **Damage to Pavement**

- 2.15 The Owner covenants and agrees that any pavement or landscaped areas on the public right of way that are damaged during construction on the Subject Lands shall be restored by the Owner at its entire expense, and to Lakeshore's satisfaction. All driveway approaches that become redundant following the development of the Subject Lands shall be closed and this area restored to Lakeshore's satisfaction.

### **Dirt and Debris**

- 2.16 (a) The Owner further covenants and agrees to keep the public highways and other Lakeshore lands adjacent to the Subject Lands free from dirt and debris caused by the construction of the Works on the Subject Lands.
- (b) The Owner shall deposit, with Lakeshore, cash in the amount of \$5,000 as security for the Owner's compliance with section 2.16(a), above. Should the Owner fail to comply with the requirements of section 2.16(a), above, Lakeshore may take such actions as it may deem necessary to correct such non-

compliance and shall be entitled to draw upon the aforementioned security to cover any costs so incurred. The aforementioned security, or any portion thereof left unused, shall be returned to the Owner upon expiry of the maintenance period as provided for in this Agreement.

### **Topsoil**

- 2.17 Any topsoil removed from the Subject Lands during grading operations shall be stockpiled on the Subject Lands in areas compatible for the reception of same and the Owner covenants and agrees that it will not remove or permit any other person to remove such topsoil from the Subject Lands prior to the end of the maintenance period without Lakeshore's approval.

### **Specific Requirements**

- 2.18 The Owner agrees to fulfill all of the specific requirements contained in Schedule "C".

### **Taxes Etc.**

- 2.19 The Owner agrees that forthwith upon the execution of this agreement it shall commute all arrears of taxes, local improvement charges, and drainage assessments chargeable upon the Subject Lands.

### **Municipal Street Numbers**

- 2.20 The Owner shall request from Lakeshore allocation of municipal street numbers and hereby agrees to inform any purchaser of a serviced lot, from the Owner, of the correct municipal street number as so allocated. The Owner further covenants and agrees to inform, in writing, any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.

### **School Board Issues**

- 2.21 The Owner agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

"There may not be an elementary and/or secondary school available in the area and students may be bussed to the next available school. The present existence of such a school is not a guarantee of its future availability and bussing may be required due to future circumstances."

### **Canada Post Issues**

- 2.22 The Owner hereby acknowledges that Canada Post will be providing mail service by way of community mailboxes and agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

“Canada Post will be providing mail service to these lands by way of a community mailbox. A notice concerning the location of the community mailbox serving your home will be posted at a prominent location within the development of which these lands are a part.”

**Development Charges**

2.23 The Owner hereby acknowledges that the Corporation has a valid by-law(s) pursuant to the *Development Charges Act, 1997*, S.O. 1997, c.27, as amended, that applies to the Subject Lands. The Owner hereby agrees to pay the development charges imposed by Lakeshore’s Development Charges By-law and to insert the following clause into all agreements of purchase and sale dealing with any portion of the Subject Lands and shall, upon request, provide Lakeshore with copies of any or all such agreements of purchase and sale:

“NOTE:     *The Corporation of the Town of Lakeshore has passed a by-law under the Development Charges Act, 1997 that applies to the Subject Lands and requires the calculation and payment of development charges at the time of building permit issuance. Lakeshore’s development charges by-law is not registered on title but may be viewed at the their offices located at 419 Notre Dame Street, Belle River, Ontario, during regular business hours or on line at [www.lakeshore.ca](http://www.lakeshore.ca).*

*In addition there may be education development charges imposed by by-laws passed by the Greater Essex County District School Board and/or the Windsor Essex Catholic District School Board. These Boards may be contacted for further information.”*

**Costs**

2.24 The Owner shall pay to Lakeshore all costs incurred by Lakeshore in connection with the Plan of Subdivision and/or the preparation and administration of this Agreement including, but not limited to, costs associated with engineering, planning and legal services. The Owner acknowledges that the application fee submitted by the Owner with its application for the approval of a Plan of Subdivision is a deposit to be applied against the aforementioned costs. Should the said deposit prove to be insufficient to cover the aforementioned costs the Owner agrees to provide such additional deposits, as may reasonably be required by Lakeshore, upon demand.

**Applicable Laws**

2.25 (a) In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health*

and Safety Act, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations, as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

- (b) The Owner shall do, cause to be done or refrain from doing any act or thing as directed by Lakeshore if at any time Lakeshore considers that any situation or condition is unsafe, damaging to the Environment, or contrary to the provisions of any applicable laws, above. If the Owner fails to comply with such direction, Lakeshore may take action to remedy the situation at the expense of the Owner and in this regard Lakeshore shall also be entitled to draw upon any security filed by the Owner under this Agreement in order to recover its costs incurred in this regard.

- 2.26 The Owner shall immediately advise Lakeshore and the Ministry of Environment, Conservation and Parks should waste materials or contaminants be discovered during the development of the Subject Lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the *Environmental Protection Act*, as amended from time to time, if required by the Minister of the Environment, Conservation and Parks.

## **SPECIFIC WORKS**

### **Sewers**

- 3.1 The Owner agrees to construct a complete sanitary and storm sewer system or systems, including private sanitary and storm connections to the lot lines as well as catch basins, leads and sub-drains to service the Subject Lands and adjacent road allowances all according to the plans approved by the Lakeshore and in compliance with the Development Manual. No construction of the above-mentioned systems shall take place without the necessary approvals issued by the Ministry of Environment, Conservation and Parks.
- 3.2 Lakeshore agrees to allocate sanitary sewage treatment capacity for the Plan of Subdivision to a maximum of thirteen (13) single detached residential dwellings, thirty (30) semi-detached residential dwellings and twelve (12) townhouse residential dwellings. The Owner acknowledges and agrees that Lakeshore may, in its sole discretion, withdraw the aforementioned treatment capacity allocation and redirect it if the Owner fails to complete the Works, in accordance with the terms and conditions of this Agreement, within two years of the execution of this agreement.

### **Watermains**

- 3.3 The Owner agrees to construct a complete watermain system or systems, including hydrants and water service connections to the lot lines to service all lots on the Plan of Subdivision in accordance to designs approved by Lakeshore and in accordance with the Development Manual. No construction of the above-mentioned water mains shall take place without the necessary approvals from the Ministry of Environment, Conservation and Parks or, if Lakeshore is the approval authority, until Lakeshore has executed the Ministry of Environment, Conservation and Parks “Form 1 – Record of Watermains Authorized as a Future Expansion” completed and submitted by the Engineer.

### **Oversizing**

- 3.4 If Lakeshore deems necessary, the Owner agrees to oversize the sanitary sewer, storm sewer and water main systems within the Subject Lands to service additional downstream lands according to the design approved by Lakeshore and the Development Manual.

### **Conservation Authority Requirements**

- 3.5 If the Subject Lands are within an area regulated by the Essex Region Conservation Authority, the Owner agrees that no construction or placing of fill on the Subject Lands shall take place prior to obtaining a permit from the said Authority. The Owner shall flood proof the Subject Lands to a minimum elevation satisfactory to the Essex Region Conservation Authority. Specific details regarding the flood proofing required for the Subject Lands are contained in Schedule “C” attached hereto and forming part of this Agreement.

### **Electrical Services & Utilities**

- 3.6 The Owner agrees to construct a complete electrical distribution system including transformers and services to the lots and a street lighting system all in accordance with the design approved by Lakeshore and by ELK or Hydro One, as the case may be. The installation shall include the necessary connections to the existing supply.
- 3.7 The Owner agrees to co-ordinate the underground installation of any telecommunications cables, hydro cable, gas mains and connections to and within the limits of the Subject Lands and to provide for easements with respect to such installations in accordance with terms, conditions, standards and specifications set out by the respective utility companies.
- 3.8 The Owner and its Engineer shall provide any information required by any utility company, including construction drawings and schedules, as well as lot and street locations in the field. Prior to the commencement of any construction, the Owner

agrees to submit to Lakeshore a comprehensive schedule indicating the timing and co-ordination of all utility installations with the servicing for which the Owner is responsible.

### **Roadways, Curbs and Gutters**

- 3.9 The Owner agrees to construct all roads including concrete curbs and gutters, driveway approaches and the necessary drainage facilities as shown on the plans approved by Lakeshore and in accordance with the Development Manual.

### **Noise and Vibration**

- 3.10 The Owner agrees to provide at its expense, all noise and vibration attenuation measures as outlined in the Development Manual and in Schedule "C" attached hereto.

### **Drainage**

- 3.11 The Owner agrees to:
- (a) conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into the Plan of Subdivision;
  - (b) maintain an inspection log that shall be made available for review by Lakeshore, the Ministry of Environment, Conservation and Parks and the Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectifications or replacements that were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by Lakeshore or until site construction conditions warrant cessation of the visits; and
  - (c) the stormwater management works associated with this plan shall all be certified as functional and must obtain statutory approval under the *Ontario Water Resources Act*, not the *Drainage Act*;
- 3.12 The Owner shall require any Contractors erecting buildings on the Subject Lands to block off any existing agricultural field tiles that could adversely affect any proposed construction.
- 3.13 The Owner further agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction on the Subject Lands unless approved by Lakeshore and the Essex Region Conservation Authority. No natural land drainage shall be cut off without adequate provision being made for its interception to Lakeshore's satisfaction.



### **Tree Planting**

- 3.14 The Owner agrees to pay Lakeshore the amount of \$400 per tree for the 52 trees required for the Plan of Subdivision for a total sum of \$20,800, which Lakeshore shall use towards the planting of trees in accordance with typical road cross sections. Lakeshore shall be responsible for planting the trees on the Subject Lands, once the said fees have been paid, in accordance with the Development Manual. The number of trees to be planted shall be determined as follows:
- (a) Single Family Residential Lots: 1-60mm caliper tree per lot;
  - (b) Semi-detached Residential Lots: 1-60mm caliper tree per unit; and
  - (c) Townhouse Residential Lots: 3-60mm caliper trees per 4 units.

### **Parkland Dedication**

- 3.15 The Owner agrees to provide cash on a per unit basis, in lieu of dedicating land to Lakeshore for parkland purposes, at the time of building permit issuance as set out in Schedules "C" and "E".

### **Boulevards**

- 3.16 The Owner agrees that all unpaved portions of the street allowances shall be fine graded to finished grade and to fill and rough grade the lots prior to the issuance of building permits.

### **Temporary Access Road**

- 3.17 In the event a temporary access road is deemed necessary by Lakeshore for the orderly management of construction and/or to minimize the impact of construction traffic on public streets and neighbouring lands, Lakeshore shall determine the location of such temporary access road, taking into account the recommendations of the Owner, and the Owner shall provide, maintain and ultimately remove such temporary access road.

### **Parking during Lot Servicing**

- 3.18 The Owner shall ensure that, for the duration of construction, all parking necessary for construction and trades during the servicing of the Plan of Subdivision shall be provided wholly on the Subject Lands and not on Public Streets outside of the limits of the Plan of Subdivision.

### **Fire Protection**

- 3.19 The Owner shall maintain access routes for fire department vehicles to new buildings, construction trailers and material storage areas at all times during construction and shall ensure the availability of a water supply for firefighting purposes that is adequate, accessible and operational at all times.

## **REQUIRED CONVEYANCES**

- 4.1 The Owner shall, gratuitously and free of encumbrance, dedicate as public highways all road allowances shown on the Plan of Subdivision and shall name all such road allowances in a manner satisfactory to Lakeshore.
- 4.2 The Owner shall convey, without cost and free of all encumbrances, all 0.3 metre reserves shown on the Plan of Subdivision to Lakeshore.
- 4.3 The Owner agrees to sign local improvement petitions for and agrees not to oppose any municipal works proposed by Lakeshore to be constructed pursuant to the provisions of the *Municipal Act, 2001* and O.Reg. 586/06, both as amended.
- 4.4 The Owner shall convey to Lakeshore, or the appropriate authority without cost and free of encumbrance, any and all easements as may be required by Lakeshore, the applicable hydro authority, the applicable telecommunications, cable TV and internet service provider(s), any natural gas supplier and/or any other applicable utility provider. Such easements may be through, over or under the appropriate portion of the Subject Lands and may be required for drainage purposes, sewers, hydro, water mains, telephone, cable tv, internet access, natural gas or any other purpose as deemed necessary by Lakeshore. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the development of the Plan requires relocation or revisions to existing utility easements or facilities, these shall be made at the option of the applicable utility provider, and at the expense of the Owner.
- 4.5 The Owner shall convey, without cost and free of all encumbrances, all blocks, shown on the Plan of Subdivision that contain, or will contain, the storm water management works
- 4.6 The Owner agrees that all conveyances required by paragraphs 4.1, 4.2, 4.3, 4.4 and 4.5 shall be completed immediately upon the final approval and registration of the Plan of Subdivision.

## **ACCEPTANCE OF WORKS**

- 5.1 The performance by the Owner of its obligations under this agreement to Lakeshore's satisfaction shall be a condition precedent to Lakeshore's acceptance of the Works.
- 5.2 Prior to Lakeshore's acceptance of the said Works, the Owner shall furnish Lakeshore with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the Works and that there are no outstanding claims relating thereto.

- 5.3 Inspection records, sewer video inspection results referred to in paragraph 2.9 and test results of the material testing company referred to in paragraph 2.12 and 2.13 shall be submitted by the Owner to Lakeshore in conjunction with the Certificate of the Engineer contemplated in paragraph 2.2 as a pre-condition to Lakeshore's acceptance the Works. The Owner further agrees to submit all information and reports reasonably required by Lakeshore to ensure that the Works have been installed in accordance with the Development Manual.
- 5.4 Forty-five (45) days after the completion of the Works, Lakeshore may accept the Works and Lakeshore shall thereupon permit such Works to be incorporated with the appropriate existing municipal services. The parties agree that Lakeshore shall be the sole determinant.
- 5.5 The acceptance of the Works shall not require Lakeshore to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services that may be installed in or on public lands.
- 5.6 The Owner agrees to provide Lakeshore with digital "as constructed" record information in a format suitable to Lakeshore as outlined in the Development Manual.
- 5.7 Following notification from the Owner that the Works, for which formal acceptance is requested, are complete, Lakeshore shall inspect the Works to determine whether they have been completed in a satisfactory fashion and shall review all financial requirements of this agreement to determine whether they have been met. If Lakeshore determines that the requirements of this Agreement have been met, Lakeshore agrees to forthwith furnish to the Owner written confirmation of its acceptance of the Works.
- 5.8 The final coat of asphalt shall be placed no later than five (5) years from the commencement date of the first maintenance period for base asphalt, curbs and underground infrastructure.

#### **MAINTENANCE PERIOD AND SECURITY**

- 6.1 The maintenance period shall run a minimum period of one (1) year following the date of the issuance of written confirmation of Lakeshore's acceptance of the Works but in no case shall the maintenance period expire before the final surface asphalt has been completed. During this time the Owner shall be responsible for all materials, equipment and work necessary to maintain and/or repair the Works. Upon the issuance of the written confirmation of Lakeshore's acceptance of the Works, the Owner shall file with Lakeshore, a subdivision bond or an irrevocable letter of credit in a form acceptable to Lakeshore for 25% of the cost of the works as security for the Owner's obligations under this section.

- 6.2 Notwithstanding expiration of the maintenance period, the Owner shall not be relieved of correcting any defects or faults of which notice has been given to the Owner prior to the expiration of the said period.

#### **ASSUMPTION OF PLAN OF SUBDIVISION**

- 7.1 Within 30 days prior to the expiration of the maintenance period, the Engineer shall arrange for a field inspection to be conducted by Lakeshore, the contractor and the Engineer. The requirements of section 2.9, above shall have been complied with prior to this inspection.
- 7.2 Within 30 days following the expiration of the maintenance period contemplated by section 6.1 of this agreement, Lakeshore's Department of Engineering and Infrastructure Services shall prepare a written report stating whether the Works were completed in a satisfactory fashion and remain in good working order. In addition, Lakeshore's Finance Department shall prepare a written report stating whether all financial requirements have been met. If the aforementioned reports state that the requirements of this Agreement have been satisfactorily met, Lakeshore's Director of Engineering and Infrastructure Services shall recommend that Lakeshore Council pass a by-law assuming the Works.
- 7.3 The Owner agrees to provide all of the information and reports requested by Lakeshore that are reasonably necessary for the Director of Engineering and Infrastructure Services to complete his report mentioned in section 7.2 above.
- 7.4 The Owner covenants and agrees that the Works shall vest in Lakeshore upon Lakeshore Council's passing of a by-law Assuming of the Works, and the Owner shall thereafter have no claims or rights to the Works other than those accruing to it as an owner of land abutting streets on which services have been installed.

#### **INDEMNITIES AND INSURANCE**

- 8.1 The Owner shall indemnify and save Lakeshore harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to, or loss or destruction of, any property or injury to, or death of, any person arising directly or indirectly out of, or in connection with, the negligent performance or unlawful or non-performance of any obligation of the Owner under this agreement.
- 8.2 During the period of construction of the Works, the Owner shall maintain a policy of public liability and property insurance, in the amount of Five Million dollars (\$5,000,000.00) and containing endorsements showing Lakeshore as an additional named insured and having a cross-liability clause, in form satisfactory to Lakeshore. Before commencing construction of any of the Works, the Owner shall provide Lakeshore with a Certificate of Insurance.

- 8.3 The Owner agrees when paying contractors to hold back such sums as are provided by the *Construction Lien Act*, and to indemnify Lakeshore against any claims, actions or costs incurred by Lakeshore respecting Construction Liens or otherwise in connection with the Works. The Owner shall take the necessary action to immediately discharge any liens that arise with respect to the Works.

## **BUILDING PERMITS**

- 9.1 The Owner agrees:

- (a) not to apply for any building permit and that no building permit for any lot or block on the Subject Lands will be issued until Lakeshore has accepted the Works in accordance with the requirements of this Agreement;
- (b) that notwithstanding subsection 9.1(a) above, the Chief Building Official may issue permits for model homes. The maximum number of model home permits that may be issued is for the greater of either four dwellings or ten percent (rounded upward) of the total dwelling units in any particular phase of the Development as stated in the Development Manual provided:
  - i. the base coat of asphalt and curb has been installed, to the satisfaction of the Director of Engineering and Infrastructure Services, in the road allowance in front of and abutting the lot for which the building permit is being sought;
  - ii. all works necessary to meet the Railway requirements have been installed if the model home is within 300 metres of a Railway right-of-way;
  - iii. there is no conflict between the activity that would result from the building permit being issued and the installation of various utilities;
  - iv. a surveyor's certificate has been received by Lakeshore pertaining to the lot for which the building permit is being sought;
  - v. it is clearly noted on the building permit that occupancy of the model home will not be permitted until Lakeshore has accepted the Works and that all Agreements to Purchase affecting the model home must contain a notice regarding this occupancy restriction until such time as Lakeshore has accepted the Works; and
  - vi. Lakeshore has received a letter received from the Engineer confirming support for the building permit issuance.

**PERFORMANCE SECURITIES**

- 10.1 Prior to commencing any of the Works, the Owner shall provide Lakeshore with an irrevocable letter of credit or subdivision bond as security for the Owner’s performance of its obligations under this agreement. The said letter of credit or subdivision bond shall be in a form acceptable to Lakeshore and shall be in an amount equal to 50 percent (50%) of the value of the said works as determined from the accepted tenders for the said works. If the owner is constructing the said works so that there shall be no tender then the Owner’s Consulting Engineer shall provide an estimate of the value of the Works that, subject to the Lakeshore’s right to verify and approve the said estimate, shall be used to establish the amount of the securities.
- 10.2 If the Owner fails in the performance of the terms and conditions of this Agreement, Lakeshore shall be entitled to realize on the securities that have been deposited with respect to this Agreement in order to fulfil those terms and conditions in respect of which the Owner is in default.
- 10.3 No performance security will be released until the Owner has filed maintenance security in accordance with the Development Manual and this Agreement.

**ADMINISTRATION**

**Registration of Plan**

- 11.1 The Owner covenants and agrees to register the Plan of Subdivision as soon as possible upon receiving Final Approval.

**Notices**

- 11.2 (a) If any notice is required to be given by Lakeshore to the Owner with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by email address or facsimile to:

1903286 Ontario Inc. Attn: Tim Belanger 536 Brighton Road Tecumseh, ON N8N 2L6	Jack Mocerì and Sons Contracting Ltd. Attn: Jean Mocerì 11256 Tecumseh Road East Windsor, ON N8R 1A8
Email: tim@buildbelanger.ca	Fax: (519) 979-2233

or such other address or email address of which the Owner has notified Lakeshore’s Clerk, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

- (b) If any notice is required to be given by the Owner to Lakeshore with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

Attention: Clerk  
419 Notre Dame,  
Belle River, ON N0R 1A0

Facsimile: (519) 728-9530  
Email: clerk@lakeshore.ca

or such other address or facsimile number of which Lakeshore has notified the Owner, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

#### **Registration of Agreement**

- 11.3 The Parties hereby covenant and agree that this Agreement and any schedules attached hereto shall be registered upon title to the Subject Lands prior to the registration of the Plan of Subdivision. The Owner further agrees to pay, upon demand, all costs associated with the preparation and registration of this Agreement, including but not limited to, any amendments thereto notwithstanding that such registration may have been solely at Lakeshore's instance.

#### **Postponement and Subordination**

- 11.4 The Owner covenants and agrees, at its own expense, to obtain and register such documents from its mortgagees or encumbrancers as Lakeshore may deem necessary to postpone and subordinate their interest in the Subject Lands to Lakeshore's interests to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the Mortgagees and/or other encumbrancers their interest in the Subject Lands.

#### **Enforcement**

- 11.5 The Owner acknowledges that Lakeshore, in addition to any other remedy it may have, shall be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.
- 11.6 If the Owner fails in the performance of any of the terms and conditions of this Agreement, Lakeshore at its option, may, in addition to any other remedy it may have, refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with Lakeshore requirements and this Agreement, may have been entitled to receive. Lakeshore may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until Lakeshore is satisfied that any default in question shall have been remedied.
- 11.7 In the event that the Owner fails or neglects to perform any of its obligations under this Agreement, or fails or neglects to proceed with the construction of the Works within one year of the date of execution of this Agreement, or, having commenced

the construction of the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being or have not been installed in the manner required by Lakeshore or, having completed installation of the Works, they do not function properly, in addition to any other remedy Lakeshore may have and upon Lakeshore giving seven days written notice by prepaid registered mail to the Owner, Lakeshore may, but need not, without further notice, stop any part of the work for any length of time until it is satisfied that the work will be proceeded with satisfactorily, or stop any part of the work by any contractor and require that another contractor be placed on the job to complete the work or enter upon the Subject Lands and proceed to supply all materials and do all necessary works in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the Development Manual and may charge the cost of taking such actions, together with an administrative fee equaling 20% of the cost of taking such actions, to the Owner who shall forthwith pay the same to Lakeshore upon demand. If the Owner shall fail to pay Lakeshore's costs and administrative fee within fifteen (15) days of demand, the Lakeshore shall be at liberty to recoup its costs and administrative fee by realizing on the Performance Securities deposited by the Owner without the consent of the Owner. It is understood and agreed between parties hereto that entry upon the Subject Lands for the purposes of this section shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the Works by Lakeshore. The rights set forth herein are in addition to any other rights Lakeshore may have in pursuance of this Agreement at law or in equity.

#### **Time Limit for Completion**

- 11.8 If the Works are not completed within three (3) years from the date of execution of this agreement, Lakeshore may, at its option and on sixty (60) days notice to the Owner, declare this agreement null and void and of no further effect and construction of the Works may not proceed thereafter unless a new subdivision agreement is entered into by the parties. The refund of any fees, levies or other charges paid by the Owner pursuant to this agreement shall be at Lakeshore's sole discretion.

#### **Other Applicable Laws**

- 11.9 Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body that may have jurisdiction over the Subject Lands.

#### **Interpretation of Agreement**

- 11.10 (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.



- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless the context otherwise requires.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
- (g) The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

#### **Waiver**

11.11 Lakeshore’s failure at any time to require the Owner’s performance of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall Lakeshore’s waiver of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Lakeshore shall specifically retain its rights at law to enforce this Agreement.

#### **Lakeshore as Agent of Owner**

11.12 Any work done by Lakeshore for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance shall be deemed to be done as agent for the Owner and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or facilities by Lakeshore.

#### **Governing Law**

11.13 This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

#### **Successors & Assigns**

11.14 It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators,

successors and assigns and that the Agreement and all the covenants by the Owner herein contained shall run with the Subject Lands.

**Recitals**

11.15 The parties confirm that the recitals at the beginning of this Agreement are true in fact and are incorporated into this Agreement as though repeated herein.

**List of Schedules**

12.1 The following schedules are attached hereto and form part of this Agreement:

- SCHEDULE "A": Subject Lands
- SCHEDULE "B": Plan of Subdivision
- SCHEDULE "C": Specific Requirements
- SCHEDULE "D": Summary of Required Financial Payments,  
Guarantees and Insurance
- SCHEDULE "E": Summary of Required Conveyances

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures or their corporate seals duly attested by the hands of their proper signing officers duly authorized in that behalf as the case may be.

SIGNED, SEALED AND DELIVERED )  
 )  
 ) **1903286 ONTARIO INC.**  
 )  
 ) per:  
 ) Timothy Belanger, President  
 ) I have authority to bind the Corporation  
 )  
 )  
 ) **JACK MOCERI & SONS CONTRACTING LIMITED**  
 )  
 ) per:  
 ) Jean Mocerì, Secretary-Treasurer  
 ) I have authority to bind the Corporation  
 )  
 )  
 ) **THE CORPORATION OF THE TOWN OF**  
 ) **LAKESHORE**  
 )  
 ) per:  
 ) Tom Bain, Mayor  
 )  
 ) per:  
 ) Kristen Newman,  
 ) Director of Legislative and Legal Services (Clerk)  
 )  
 ) We have authority to bind the Corporation

**SCHEDULE “A”**  
to a

SUBDIVISION AGREEMENT dated December 10, 2019

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

1903286 ONTARIO INC AND JACK MOCERI & SONS CONTRACTING LIMITED

**Subject Lands**

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Part Lot 1 Concession East of River Peche (Geographic Township of Maidstone) Part 1  
12R27846; Town of Lakeshore  
PIN:75001-0638

Part Lot 1 Concession East of River Peche (Geographic Township of Maidstone) Part 2  
12R27846; Town of Lakeshore  
PIN:75001-0637

Part Lot 1 Concession East of River Peche (Geographic Township of Maidstone) Part 3  
12R27846; Town of Lakeshore  
PIN:75001-0638

DRAFT



## **SCHEDULE “C”**

to a

SUBDIVISION AGREEMENT dated December 10, 2019

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

1903286 ONTARIO INC AND JACK MOCERI & SONS CONTRACTING LIMITED

### **Specific Requirements**

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#### **Storm Water Management**

- C.1 The final stormwater management plan for the servicing of the Plan shall contain an engineering analysis that determines the effect of increased runoff due to the development of the Subject Lands and identifies the stormwater management measures as necessary to control any increases in flows in downstream water courses, up to and including the 1:100 year design storm, to the satisfaction of the Ministry of Environment, Conservation and Parks, the Essex Region Conservation Authority and Lakeshore. In the event there are environmental protection measures recommended by the aforementioned stormwater management plan that cannot be implemented under the Ontario Water Resources Act, they shall be implemented by amendment to this agreement.

The Owner agrees to implement the final stormwater management plan to the satisfaction of the Ministry of Environment, Conservation and Parks, the Essex Region Conservation Authority and Lakeshore.

The Owner agrees to convey Block 33, as shown on the Plan of Subdivision, to Lakeshore for the storm water management facility.

- C.2 The Owner agrees to submit to Lakeshore for approval and, once approved implement a temporary drainage plan that ensures the drainage of surrounding lands and the Subject Lands are not adversely affected by impacted by storm water prior to final storm water measures being implemented.

#### **Grading**

- C.3 The owner agrees to topsoil, grade and seed all disrupted lands within the Plan of Subdivision, excluding building lots, to the satisfaction of Lakeshore.

#### **Phasing**

- C.4 No approved phasing.

#### **Railway Notice**

- C.5 The Owner agrees to place the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title deed or lease for each dwelling on the Subject Lands as follows:

“Warning: VIA Rail Inc. or its assigns or successors in interest has or have rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living Environment, of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). VIA will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

#### **Daylight Corners**

- C.6 The Owner agrees to convey blocks 34 and 35 on the Plan of Subdivision, for “daylight corners”, to the County of Essex without cost and free of encumbrance.

#### **(.3) Metre Reserve Conveyance**

- C.7 The Owner agrees that open ends and sides of all road allowances shall terminate in 0.30 metre reserves and to, gratuitously and free of encumbrance, convey all such 0.30 metre reserves to Lakeshore.

#### **Sidewalks**

- C.8 The Owner agrees to construct sidewalks in the Plan of Subdivision in compliance with the criteria contained in the Development Manual and to Lakeshore’s satisfaction as well as to the satisfaction of the Greater Essex County District School Board and the Windsor Essex Catholic District School Board. In accordance with section 5.2 of the Development Manual, the sidewalks shall be constructed at the same time as roads and underground services unless Lakeshore requests a delay in the construction of sidewalks based on the level of building activity and/or to allow for the consolidation of utility trenches as determined by Lakeshore’s Manager of Engineering Services.

#### **Parkland Dedication**

- C.9 The Owner agrees to pay the amount of \$1200 per unit as cash-in-lieu of parkland dedication for park or other recreational purposes at the time of building permit issuance pursuant to section 42(6) of the Planning Act, R.S.O. 1990, c.P.13, as amended.

#### **Subdivision Map**

- C.10 The Owner shall post a subdivision map along County Road 2 at the limits of the Subject Lands or as determined by Lakeshore's Manager of Engineering Services. The subdivision map is to be colored and drawn to show the lot layout for the Plan of Subdivision as well as the proposed land uses and adjacent land uses, external and internal roadways, the storm water management facility, community mailbox locations, pedestrian walkways and sidewalks and all prominent natural features. The said subdivision map shall include a legend and an arrow indicating the north direction.

#### **Traffic Impact Assessment**

- C.11 The Owner shall prepare a traffic impact study that meets the requirements of the County of Essex Transportation Traffic Impact Study Guidelines and shall implement the recommendations of that study, at its sole expense, to the satisfaction of the County of Essex Infrastructure Services and Lakeshore.

#### **Environmental Impact Assessment**

- C.12 The Owner agrees to implement the recommendations contained in an Environmental Impact Assessment Report prepared by Dillon Consulting dated December 2017 to the satisfaction of Lakeshore and Essex Region Conservation Authority. Further, as a pre-condition of Lakeshore accepting the Works pursuant to Section 5.7, the Owner shall prepare and submit a post-construction report from the appropriate qualified professional certifying that the mitigations measures and recommendations contained in the aforementioned Environmental Assessment Report and follow-up letter have been fully implemented.

#### **Construction Management**

- C.13 The Owner agrees to submit, prior to the commencement of the construction of services, a construction management plan addressing, among other things, site access, construction traffic, parking for construction trades, material delivery and storage, staging, mud, dust and noise controls, for Lakeshore's approval and to implement the measures contained in such approved plan.

#### **Tecumseh Road Drain**

- C.14 The Owner agrees to enclose the Tecumseh Road Drain, at no cost to Lakeshore or the County of Essex and in accordance with the requirements of the Drainage Act, R.S.O. 1990 c.D.17, as amended, immediately upstream and downstream of the Subject Lands for maintenance and performance reasons in addition to enclosing the said Drain adjacent to the Subject Lands and including the catch basins on the south side of County Road 2. The foregoing shall be competed to the satisfaction of Lakeshore and the County of Essex Infrastructure Services.

### **Landowners' Cost-sharing Agreement**

C.15 1903286 Ontario Inc. and Jack Mocerri and Sons Contracting Ltd. shall enter into a separate landowners' cost-sharing agreement for the construction and cost sharing for the portion of Street 'B' and other services that benefit their respective lands that form part of the Subject Lands. Further, 1903286 Ontario Inc. and Jack Mocerri and Sons Contracting Ltd. shall provide Lakeshore with written acknowledgement from the trustee or the Engineer, as applicable, advising that they have signed the aforementioned cost-sharing agreement, that it is in good standing and that the deeds have been delivered and payments made or secured, prior to Lakeshore providing final clearance to the County of Essex.



**SCHEDULE “D”**

to a

SUBDIVISION AGREEMENT dated December 10, 2019

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

1903286 ONTARIO INC AND JACK MOCERI & SONS CONTRACTING LIMITED

**Summary of Required Financial Payments, Guarantees and Insurance**

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OBLIGATION	AMOUNT	METHOD	DUE DATE
Performance Guarantee	50% of Value of Works	Letter of Credit / Subdivision Bond	Prior to start of Construction
Tax Arrears	Outstanding Tax Amount	Certified Cheque / Bank Draft	Execution of Agreement
Dirt and Debris Deposit	\$5,000	Certified Cheque / Bank Draft	Prior to start of Construction
Lakeshore’s Costs Including, Engineering, Planning, Legal Fees	As Per Tariff of Fees By-law	Certified Cheque / Bank Draft	Due upon Demand
Tree Planting Cost	\$20,800	Certified Cheque / Bank Draft	Prior to start of construction
Cash-in-Lieu of Parkland	\$1,200.00 per unit	Certified Cheque / Bank Draft	Time of Building Permit
Maintenance Guarantee	25% of Value of Works	Letter of Credit / Subdivision Bond	Acceptance of Services by Lakeshore
Insurance	\$5,000,000	Certificate of Insurance	Prior to start of Construction

\* Note: Payment may also be made by non-certified cheque however obligation will not be considered satisfied until clearance of non-certified cheque by financial institution.

**SCHEDULE “E”**

to a

SUBDIVISION AGREEMENT dated December 10, 2019

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

1903286 ONTARIO INC AND JACK MOCERI & SONS CONTRACTING LIMITED

**Summary of Required Conveyances**

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Lands to be Conveyed: Blocks 34 & 35 as shown on the Plan of Subdivision to the County of Essex for daylight corners.

Block 33 as shown on the Plan of Subdivision to the Town of Lakeshore for the stormwater management facility.

Easements to be Conveyed: None.

**THE CORPORATION OF THE TOWN OF LAKESHORE**

**BY-LAW NUMBER 132-2019**

**A BY-LAW TO AMEND BY-LAW 34-2019  
TO APPOINT STATUTORY OFFICIALS AND ENFORCEMENT OFFICERS FOR  
THE CORPORATION OF THE TOWN OF LAKESHORE**

**WHEREAS** By-law Number 34-2019 was passed on the 19<sup>th</sup> day of March, 2019, being a By-law to Appoint Statutory Officials and Enforcement Officers for The Corporation of the Town of Lakeshore;

**AND WHEREAS** it is deemed expedient to amend By-Law Number 34-2019 to remove certain individuals as Pump Commissioners and appoint other individuals as Pump Commissioners;

**AND WHEREAS** By-law Number 19-2019 was passed on the 19<sup>th</sup> day of February, 2019, being a By-law to Constitute, Appoint and Empower a Committee of Adjustment and to Appoint a Secretary-Treasurer to the Committee of Adjustment for The Corporation of the Town of Lakeshore;

**AND WHEREAS** it is deemed expedient to amend the individuals appointed as Secretary-Treasurer and Alternate Secretary-Treasurer to the Committee of Adjustment;

**NOW THEREFORE**, the Council of The Corporation of the Town of Lakeshore enacts as follows:

1. By-law 34-2019 shall be amended as follows:
  - a. Schedule “B” of By-law 34-2019 is repealed and replaced by Schedule “A” to this by-law.
  - b. Schedule “B” to this by-law is added to By-law 34-2019 as Schedule “C”.
2. Sections 4, 5 and 6 of By-law 19-2019 are repealed.
3. This By-law shall come into force and effect upon passage.

**Read and passed in Open Council this 10<sup>th</sup> day of December, 2019.**

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**Tom Bain  
Mayor**

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**Kristen Newman  
Director of Legislative and  
Legal Services (Clerk)**

**Schedule “A”  
to By-law 43-2019**

**Pump Commissioners appointed pursuant to the *Drainage Act***

Column A	Column B	Column C	Column D
Pump Commissioner	Commissioner	Commissioner 2	Fees
2 <sup>nd</sup> Concession East of Tremblay Creek Pump (former Tilbury North)	EIS - Public Works Division		
4 <sup>th</sup> Concession Pump (former Rochester)	Clayton Armstrong 830 County Road 2, Belle River, ON N0R 1A0		* \$340.00
4 <sup>th</sup> Concession Pump (former Maidstone)	EIS - Public Works Division		
Albert Street (former Maidstone)	EIS - Public Works Division		
Armstrong Pump (former Rochester)	Clayton Armstrong 830 County Road 2, Belle River, ON N0R 1A0		* \$150.00
Bernard Tellier Pump (former Rochester)	Clayton Armstrong 830 County Road 2, Belle River, ON N0R 1A0		* \$150.00
Boulley Pump (former Tilbury North)	Roger Beaulieu 18725 Tecumseh Rd. RR#5 Tilbury, ON N0P 2L0		* \$200.00
Brisette Pump (former Maidstone)	EIS - Public Works Division		
Brown's Creek (former Maidstone)	EIS - Public Works Division		
Brule Pump (former Tilbury North)	David Ouellette 22225 Lakeshore Rd. 303 RR #5 Tilbury, ON N0P 2L0	Roger Beaulieu 18725 Tecumseh Rd. RR#5 Tilbury, ON N0P 2L0	\$10.00 per hour
Canon-Morhalo Pump (former Rochester)	EIS - Public Works Division		
Charles Tellier Pump (former Rochester)	Mike Lanoue 441 Lakeview Drive Belle River, Ontario N0R 1A0		* \$300.00
Charron Beach Pump (former Rochester)	Shawn Grylls 545 Charron Beach Belle River, ON N0R 1A0		* \$150.00
C.N.R. Pump (former Tilbury North)	Fred Ponc 10880 Tecumseh Road PO Box 57 Stoney Point, ON N0R 1N0		\$15.00 per hour
Corbett Pump (former Maidstone)	EIS - Public Works Division		
Dauphinais Pump (former Rochester)	EIS - Public Works Division		

Discoverer Pump (former Maidstone)	EIS - Public Works Division		
Dupuis Pump (former Tilbury North)	James Ball 14200 Crystal Beach Rd. Stoney Point, ON N0R 1N0	Marcel Comartin 14200 Lakeshore Road 301 RR#5, Tilbury, ON N0P 2L0	* \$1,000.00 Extra for grass cutting & spraying
East Puce Rd Dr. No. 1 Pumping System (former Maidstone)	EIS - Public Works Division		
East Townline Drain Pump Tecumseh (former Maidstone)	Maintained by Town of Tecumseh		
F. Comartin Pump (former Tilbury North)	Louis Comartin 12525 Lakeshore Rd 302 RR #1, Stoney Point, ON N0R 1N0		* \$400.00
Gammon Pump (Former Maidstone)	EIS – Public Works Division		
Grondin Pump (former Tilbury North)	EIS - Public Works Division		
Henry Lefaive Pump (former Tilbury North)	Fred Ponc 10880 Tecumseh Road PO Box 57 Stoney Point, ON N0R 1N0		\$15.00 per hour
Hood Drain / Leffler Pump Station (former Maidstone)	EIS - Public Works Division		
Kelly Pump (former Rochester)	John Baillargeon 2001 County Rd # 46 RR #4 Woodslee, ON NOR 1VO		* \$150.00
Kerwin Tobin Pump (former Tilbury North)	Marcel Comartin 14200 Lakeshore Rd 301 RR #5 Tilbury, ON N0P 2L0		* \$300.00
Klinger-Gaspard Pump (former Tilbury North)	Paul Chauvin 1800 Old Tecumseh Road P.O. Box 183 Stoney Point, ON N0R 1N0	Maurice Chauvin 3101 Tecumseh Road Stoney Point, Ontario N0R 1N0	* \$350.00 Per Comm. Annually
Krisfalusi Pump (former Tilbury North)	Paul Mallette PO Box 945 Tilbury, ON N0P 2L0		* \$300.00
Laforette Pump (former Tilbury North)	Matt Mailloux 12580 Laforet Beach, RR1 Stoney Point, ON N0R 1N0		* \$240.00
Lefaive Drain Pump (former Maidstone)	EIS - Public Works Division		

Leo Comartin Pump (former Tilbury North)	Randy Chevalier 12525 Tecumseh Road Tilbury, ON N0P 2L0		* \$210.00
Little Creek Pump (former Rochester)	EIS - Public Works Division		
Macklem Creek Pump (former Tilbury North)	Sue Ellen Smith 18500 Lakeshore Rd 303 RR #5 Tilbury ON N0P 2L0	Barry Eugene Smith 18500 Lakeshore Rd 303 RR #5 Tilbury ON N0P 2L0	* \$400.00
Maidstone Park Pump (former Maidstone)	EIS - Public Works Division		
Mailloux-Strong Pump (former Tilbury North)	David Deryuck 4172 Tecumseh Line, RR #2 Tilbury, ON N0P 2L0		*\$700.00 plus \$10.00 per hour
Mallette Pump (former Tilbury North)	Paul Mallette P.O. Box 945 Tilbury, ON NOP 2L0		* \$300.00
McGuire Pump (former Tilbury North)	Fred Ponc 10880 Tecumseh Road PO Box 57 Stoney Point, ON N0R 1N0		* \$200.00 plus \$18.00 per hour
McMahon Pump (former Tilbury North)	Al Girard P.O. Box 954 Belle River, ON N0R 1A0		No Fees
Monarch Meadows Pump (former Maidstone)	EIS - Public Works Division		
Mongeon Pump (former Tilbury North)	Roger Roy 12200 Tecumseh Road, RR#1 Stoney Point, ON N0R 1N0		\$15.00 per hour * \$150.00
Montminy Pump (former Tilbury North)	EIS - Public Works Division		
Mowbray Pump (former Tilbury North)	Jean Marc St. Pierre 21500 County Road 2, RR#5 Tilbury, ON N0P 2L0		* \$300.00
Olde Drain and Pump (former Tilbury North)	Ray Goyeau 13410 Crystal Beach RR1 Stoney Point, ON N0R 1N0		No Fees
Oriet Lefaive Demers (former Tilbury North)	Ron Lefaive 11625 County Rd 2, RR#1 Stoney Point, ON N0R 1N0	Roland Demers 10065 St Clair Rd RR # 1 Stoney Point, ON NOR 1NO	* \$100.00 each Commissioner
Pearl Street Pump (former Maidstone)	EIS - Public Works Division		

Plan 1410 Pump (former Maidstone)	EIS - Public Works Division		
Quenneville Pump (former Rochester)	EIS - Public Works Division		
Renaud Line Pump (former Maidstone)	EIS - Public Works Division		
Rivait Pump (former Tilbury North)	James Demers 17825 Tecumseh Road Tilbury, Ontario N0P 2L0		* \$600.00
Ross Beach Pump (former Rochester)	Mike Lanoue 441 Lakeview Drive Belle River, Ontario N0R 1A0		* \$150.00
Russell Woods Pump (former Maidstone)	EIS - Public Works Division		
Short 1st Concession Pump (former Tilbury North)	Gerald Quenneville 20900 Tecumseh Rd., RR#5 Tilbury, ON N0P 2L0		* \$300.00
Smuggler's Creek Pump (former Tilbury North)	Gerald Beaulieu 765 Markham Dr, RR5 Tilbury ON, N0P 2L0	Mike Mailloux P.O. Box 1147 Tilbury, ON N0P 2L0	* \$1500.00 - Gerald * \$300 - Mike  Assistant If required \$20.00/hr
	Gary Sylvestre / Eric Sylvestre Andre Sylvestre 896 County Road 31 Box 100 St. Joachim, ON N0R 1A0		<b>Alternates</b>  \$50 per/hour Grass Cutting \$60 per/hour Back-up Tractor
Smyth Pump (former Tilbury North)	Lawrence Lanoue 3800 Edgefield Sideroad RR#5 Tilbury ON N0P 2L0	Ernie Mailloux 1925 Lakeshore Road 302 Pointe Aux Roches, ON N0R 1N0	* \$365.00
St. Clair Pump (former Tilbury North)	EIS - Public Works Division		
Stuart Avenue Pump (former Rochester)	EIS - Public Works Division		
Van Catry Pump (former Tilbury North)	EIS - Public Works Division		
West Ruscom Pump (former Rochester)	Clayton Armstrong 830 County Road 2 Belle River, ON N0R 1A0		* \$150.00
Wallace Line Pump (former Maidstone)	EIS - Public Works Division		

**Schedule “C”  
to By-law 34-2019**

Column A	Column B	Column C
Statutory Position	Designated Official	Applicable Statute
Secretary-Treasurer to the Committee of Adjustment	Planner I	<i>Planning Act</i> , R.S.O. 1990, c.P.13 s.44(8)
Alternate Secretary-Treasurer to the Committee of Adjustment	Manager of Development Services	<i>Planning Act</i> , R.S.O. 1990, c.P.13 s.44(8)
Alternate Secretary-Treasurer to the Committee of Adjustment	Director of Community and Development Services	<i>Planning Act</i> , R.S.O. 1990, c.P.13 s.44(8)



# **The Corporation of the Town of Lakeshore**

## **By-law No. 133-2019**

### **Being A By-law To Adopt The Budget Estimates, Tax Rates And Further To Provide For Penalty And Interest In Default Of Any Payment For the Year 2020**

**Whereas** the Council of the Corporation of the Town of Lakeshore has, in accordance with the *Municipal Act, 2001*, c25, s312(2) considered the estimates of the municipality for the year 2020;

**And whereas** it is necessary for the Council of the Corporation of the Town of Lakeshore (hereinafter referred to as “The Town of Lakeshore”), pursuant to the *Municipal Act, 2001*, to levy on the whole rateable property, according to the last revised assessment roll for the Corporation, the sums set forth for various purposes in Schedule “A” hereto attached for the current year;

**And whereas** all property assessment rolls on which the 2020 taxes are to be levied have been returned and revised pursuant to the provisions of the *Assessment Act*, R.S.O. 1990, c.A.31 (hereinafter referred to as the “Assessment Act”) subject to appeals at present before the Assessment Review Board, the Ontario Municipal Board and the District Court;

**And whereas** the property subclasses have been prescribed by the Minister of Finance under the *Assessment Act* and Regulations thereto and have been determined on the basis of the aforementioned property assessment rolls and are detailed on Schedule “B” attached hereto and which forms part hereof;

**And whereas** Section 312 of the *Municipal Act, 2001* provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property subclass;

**And whereas** Section 312 of the *Municipal Act, 2001* requires tax rates to be established in the same proportion to tax ratios;

**And whereas** Section 208 of the *Municipal Act, 2001* provides that the council of a municipality may in each year levy a special charge upon rateable property in a business improvement area which has been designated under section 204 that is in a prescribed business property class sufficient to provide a sum equal to the sum of money provided for the purposes of the board of management for that area;

**Now therefore**, the Council of the Corporation of the Town of Lakeshore hereby enacts as follows:

1. The estimates for 2020 as set forth in Schedule “A” attached to this By-law are hereby adopted and the 2020 levy for general municipal purposes is set at \$33,425,246.
2. For the year 2020, the Town of Lakeshore shall levy upon the whole of the rateable Assessment the rates of taxation, per current value assessment, as set out in Schedule “C” attached.

3. There shall be levied and collected for the purposes of the Board of Management of the Belle River – On the Lake Business Improvement Area \$93,280 at rates, per current value assessment, as set out in Schedule “C” for each prescribed business property class and subclass within the business improvement area.
4. There shall be levied and collected for the purposes of Solid Waste Management a garbage collection fee as follows:
 

Each residential unit - \$87.35  
 Each residential unit receiving a summer pickup - \$110.56  
 Each commercial unit in the Commercial district - \$461.87
5. All other rates as provided for in the Statutes of Ontario and in the by-laws of the municipality, be levied and collected in the manner as directed and authorized by said statutes and by-laws.
6. For payments-in-lieu of taxes due to the Town of Lakeshore, the actual amount due shall be based on the assessment roll and the tax rates for the year 2020 plus applicable interest and penalties.
7.
  - (a) The final taxes for each property shall be the total of all levies imposed under this by-law reduced by the amount of the interim levy for 2020.
  - (b) Final taxes for the year 2020 shall be payable in two installments, the first of such installments shall become due and payable on the 31<sup>st</sup> day of July, and the second installment shall become due and payable on the 31<sup>st</sup> day of October. Taxes of up to Two Hundred (\$200.00) Dollars shall be due and payable on the first installment.
  - (c) Notwithstanding sub-section (b), should the capping adjustments required under the provisions as adopted by the County of Essex Council be delayed, then the final due dates for taxes in the Commercial, Industrial and Multi-residential tax classes subject to Part IX of the *Municipal Act, 2001*, may be separately established by the Treasurer.
  - (d) The due dates for Supplementary Tax Levies, resulting from amended assessment values being received from the Municipal Property Assessment Corporation under Sections 32, 33 and 34 of the Assessment Act, shall be established by the Treasurer as required.
8. That a penalty charge of one and one quarter percent (1¼ %) on the first day in which default occurs shall be imposed for non-payment of taxes.
9. A late payment charge of one and one quarter percent (1¼ %) on the first day of each calendar month thereafter on the outstanding taxes due shall be imposed for non-payment of taxes.

10. The Treasurer for the Town of Lakeshore may receive payments on account of the said taxes and rates in advance of the day hereby fixed for the payment of any installment, but no discount on the amount shall be allowed for the prepayment.
11. The Treasurer may accept part payment from time to time on account of any installment provided that acceptance of any such part payment shall not affect the collection of the percentage charge imposed under Clause 8 and 9 hereof.
12. The Treasurer is hereby authorized to accept ten (10) monthly payments on account of taxes due on a pre-authorized payment plan. The first six (6) monthly payments shall be calculated based on the prior year taxes plus 5% divided over 10 months. The final four (4) monthly payments shall be for the actual final levy amount less the previous monthly payments received. Each of the monthly payments shall be due on the 15<sup>th</sup> of the month commencing in January of the taxation year. If the 15<sup>th</sup> falls on a non-working day the amount will be due on the first previous working day. Penalty charges shall be added if payments are in default.
13. Failure to receive a tax notice does not exempt the property owner from penalty and late payment charges as outlined in Clause 8 and 9 above.
14. If any section, portion or Schedule of this by-law is found by a court of competent jurisdiction to be invalid, it is the intent of the Council of the Corporation of the Town of Lakeshore that all remaining sections, portions and Schedules of this by-law continue in force and effect.
15. Schedules 'A', 'B', and 'C' attached hereto shall be and form a part of this by-law.

**Read and passed in an open meeting of Council on December 10, 2019.**

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**MAYOR  
TOM BAIN**

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**KRISTEN NEWMAN  
CLERK**

**TOWN OF LAKESHORE  
2020 FINAL BUDGET SUMMARY**

	Description	Total 2020 Budget
1	<b>Taxation Revenue</b>	33,425,246
	<b>Operating Revenue</b>	
2	CAO	-
3	Legislative Services	44,860
4	Animal Control	51,400
5	Fire	36,000
6	Police	274,279
7	Atlas Tube Centre	2,162,116
8	Development Services	79,900
9	Committees of Council	60,000
10	Building	1,061,050
11	Recreation	486,405
12	Marina	626,365
13	Engineering	38,250
14	Public Works	138,800
15	Drainage	376,280
16	Facilities	24,100
17	Parks	27,300
18	Solid Waste	1,319,100
19	Finance	1,448,050
20	Information Technology Services	-
21	Corporate Accounts	5,869,090
		<hr/> 14,123,345
22	CAO	370,196
23	Council Services	347,345
24	Human Resources	358,008
25	Legislative Services	1,362,318
26	Animal Control	81,050
27	Fire	2,011,571
28	Police	5,108,686
29	CDS Admin	386,036
30	Atlas Tube Centre	5,293,219
31	Development Services	727,336
32	Committees of Council	37,625
33	Building	1,085,790
34	Recreation	1,044,104
35	Marina	712,735
36	Engineering	868,856
37	Public Works	12,490,640
38	Drainage	691,952
39	Facilities	1,707,065
40	Parks	1,634,069
41	Solid Waste	2,596,417
42	Finance	1,435,519
43	Information Technology Services	844,254
44	Corporate	6,353,800
		<hr/> 47,548,591
45	<b>Surplus (Deficit)</b>	<hr/> <hr/> -

**TOWN OF LAKESHORE  
ASSESSMENT FOR 2020 TAXATION**

Description	Assessment Class	RTC	RTQ	Assessment
Commercial	Commercial: Taxable: Farmland Awaiting Development Phase I	C	I	4,679,000
Commercial	Commercial: Payment in Lieu: Full	C	F	10,247,300
Commercial	Commercial: Payment in Lieu: General	C	G	3,001,000
Commercial	Commercial: Taxable: Full, Shared Payment in Lieu	C	H	399,000
Commercial	Commercial: Taxable: Full	C	T	149,561,500
Commercial	Commercial: Taxable: Excess Land	C	U	3,243,600
Commercial	Commercial: Taxable: Vacant Land	C	X	10,700,900
Commercial	Commercial: Payment in Lieu: Full, Vacant Land	C	Y	216,000
Exempt	Exempt	E		125,732,280
Farm	Farm: Taxable: Full	F	T	712,565,109
Parking Lot	Parking Lot: Taxable: Full	G	T	931,500
Industrial	Industrial: Taxable: Farmland Awaiting Development Phase I	I	I	843,600
Industrial	Industrial: Taxable: Full, Shared Payment in Lieu	I	H	279,000
Industrial	Industrial: Taxable: Full	I	T	49,444,500
Industrial	Industrial: Taxable: Excess Land	I	U	1,382,000
Industrial	Industrial: Taxable: Vacant Land	I	X	5,431,800
Industrial (New Construction)	Industrial (New Construction): Taxable: Full	J	T	49,914,400
Industrial (New Construction)	Industrial (New Construction): Taxable: Excess Land	J	U	294,700
Large Industrial (New Construction)	Large Industrial (New Construction): Taxable: Full	K	T	56,684,700
Large Industrial (New Construction)	Large Industrial (New Construction): Taxable: Excess Land	K	U	979,300
Large Industrial	Large Industrial: Taxable: Full	L	T	60,225,000
Large Industrial	Large Industrial: Taxable: Excess Land	L	U	2,057,800
Multi-Residential	Multi-Residential: Taxable: Full	M	T	5,486,000
Pipeline	Pipeline: Taxable: Full	P	T	50,090,000
Residential	Residential: Taxable: Farmland Awaiting Development Phase I	R	I	5,931,200
Residential	Residential: Payment in Lieu: Full	R	F	1,704,000
Residential	Residential: Payment in Lieu: General	R	G	730,800
Residential	Residential: Payment in Lieu: Full, Taxable Tenant of Province	R	P	69,000
Residential	Residential: Taxable: Full	R	T	4,429,711,478
Shopping Centre	Shopping Centre: Taxable: Full	S	T	21,887,700
Shopping Centre	Shopping Centre: Taxable: Excess Land	S	U	29,600
Managed Forests	Managed Forests: Taxable: Full	T	T	733,100
Utility Transmission & Distribution Corridors	Utility Transmission: Taxable: Full, Shared Payment in Lieu	U	H	-
Railway Right-of-Way	Railway: Taxable: Full	W	T	-
Commercial (New Construction)	Commercial (New Construction): Taxable: Full	X	T	49,655,542
Commercial (New Construction)	Commercial (New Construction): Taxable: Excess Land	X	U	398,400
Office Building New	Office Building New	Y	T	564,300
Shopping Centre (New Construction)	Shopping Centre (New Construction): Taxable: Full	Z	T	69,500
		Total		5,815,874,609
Source: MPAC				

**TOWN OF LAKESHORE  
2020 MUNICIPAL TAX RATES**

Assessment Class	RTC	RTQ	Tax Rate	BIA Tax Rate
Commercial: Taxable: Farmland Awaiting Development Phase I	C	I	0.0015309	
Commercial: Payment in Lieu: Full	C	F		
Commercial: Payment in Lieu: General	C	G		
Commercial: Taxable: Full, Shared Payment in Lieu	C	H	0.0066260	
Commercial: Taxable: Full	C	T	0.0066260	0.0026420
Commercial: Taxable: Excess Land	C	U	0.0046382	0.0018494
Commercial: Taxable: Vacant Land	C	X	0.0034415	0.0013722
Commercial: Payment in Lieu: Full, Vacant Land	C	Y		
Exempt	E			
Farm: Taxable: Full	F	T	0.0015309	
Parking Lot: Taxable: Full	G	T	0.0035670	0.0014223
Industrial: Taxable: Farmland Awaiting Development Phase I	I	I	0.0015309	
Industrial: Taxable: Full, Shared Payment in Lieu	I	H	0.0118951	
Industrial: Taxable: Full	I	T	0.0118951	
Industrial: Taxable: Excess Land	I	U	0.0077318	
Industrial: Taxable: Vacant Land	I	X	0.0077318	
Industrial (New Construction): Taxable: Full	J	T	0.0118951	
Industrial (New Construction): Taxable: Excess Land	J	U	0.0077318	
Large Industrial (New Construction): Taxable: Full	K	T	0.0164485	
Large Industrial (New Construction): Taxable: Excess Land	K	U	0.0106916	
Large Industrial: Taxable: Full	L	T	0.0164485	
Large Industrial: Taxable: Excess Land	L	U	0.0106916	
Multi-Residential: Taxable: Full	M	T	0.0119740	
Pipeline: Taxable: Full	P	T	0.0079790	
Residential: Taxable: Farmland Awaiting Development Phase I	R	I	0.0015309	
Residential: Payment in Lieu: Full	R	F		
Residential: Payment in Lieu: General	R	G		
Residential: Payment in Lieu: Full, Taxable Tenant of Province	R	P		
Residential: Taxable: Full	R	T	0.0061236	
Shopping Centre: Taxable: Full	S	T	0.0066260	0.0026420
Shopping Centre: Taxable: Excess Land	S	U	0.0046382	0.0018494
Managed Forests: Taxable: Full	T	T	0.0015309	
Utility Transmission: Taxable: Full, Shared Payment in Lieu	U	H		
Railway: Taxable: Full	W	T		
Commercial (New Construction): Taxable: Full	X	T	0.0066260	0.0026420
Commercial (New Construction): Taxable: Excess Land	X	U	0.0046382	0.0018494
Office Building	Y	T	0.0066260	
Shopping Centre (New Construction): Taxable: Full	Z	T	0.0066260	0.0026420

**THE CORPORATION OF THE TOWN OF LAKESHORE**  
**BY-LAW 134-2019**

**BEING A BY-LAW TO DELEGATE AUTHORITY TO THE  
MAYOR AND CLERK TO EXECUTE AN AGREEMENT  
WITH THE LAKESHORE CANADIENS**

**WHEREAS** paragraph 11(2)7 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorizes a municipality to pass by-laws respecting services and things that the municipality is authorized to provide;

**AND WHEREAS** the Council of The Corporation of the Town of Lakeshore deems it desirable to enter into an agreement with the Lakeshore Canadiens Hockey Club which is 2337338 Ontario Inc.;

**AND WHEREAS** section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorizes Council to delegate its power and duties;

**NOW THEREFORE**, the Council of The Corporation of the Town of Lakeshore enacts as follows:

- 1. The Mayor and the Director of Legislative & Legal Services are delegated the authority to execute an agreement with the 2337338 Ontario Inc. with form and content approved by the Directors of Legislative & Legal Services and Community & Development Services.
- 2. The delegated authority described in Section 1 includes the authority to execute any related amendments or agreements in furtherance of this agreement.
- 3. In the event of a conflict between this by-law and another Town by-law, this by-law prevails.
- 4. The delegation in this by-law is subject to any restrictions on such delegation under the *Municipal Act, 2001*, S.O. 2001, c.25 or any other Act.
- 5. This by-law shall come into force and effect upon passage.

**Read and passed in an open Council meeting on December 10, 2019.**

\_\_\_\_\_  
**Tom Bain**  
**Mayor**

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**Kristen Newman**  
**Director of Legislative and**  
**Legal Services (Clerk)**

# THE CORPORATION OF THE TOWN OF LAKESHORE

## BY-LAW 135-2019

### BEING A BY-LAW TO DELEGATE AUTHORITY TO THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH THE ESSEX COUNTY LIBRARY BOARD

**WHEREAS** paragraph 11(2)7 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorizes a municipality to pass by-laws respecting services and things that the municipality is authorized to provide;

**AND WHEREAS** the Council of The Corporation of the Town of Lakeshore deems it desirable to enter into an agreement with Scott O'Doud regarding lease of a facility for the Stoney Point Library;

**AND WHEREAS** section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorizes Council to delegate its power and duties;

**NOW THEREFORE**, the Council of The Corporation of the Town of Lakeshore enacts as follows:

1. The Mayor and the Clerk are delegated the authority execute a lease with Scott O'Doud, subject to review and approval of the lease by the Director of Legislative & Legal Services. Such authority may only be exercised upon written approval by the Director of Engineering & Infrastructure Services after having consulted with the Fire Chief and Chief Building Official that the premises are suitable for the Town's continued use of the premises as a library.
2. The delegated authority described in Section 1 includes the authority to execute any related amendments or agreements in furtherance of this agreement.
3. In the event of a conflict between this by-law and another Town by-law, this by-law prevails.
4. The delegation in this by-law is subject to any restrictions on such delegation under the *Municipal Act, 2001*, S.O. 2001, c.25 or any other Act.
5. This by-law shall come into force and effect upon passage.

**Read and passed in an open Council meeting on December 10, 2019.**

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**Tom Bain**  
Mayor

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**Kristen Newman**  
Director of Legislative and  
Legal Services (Clerk)



# THE CORPORATION OF THE TOWN OF LAKESHORE

## BY-LAW NO. 136-2019

### BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE TOWN OF LAKESHORE

**WHEREAS**, in accordance with the *Municipal Act 2001*, S.O. 2001, c. 25, municipalities are given powers and duties in accordance with this Act and many other Acts for purposes which include providing the services and other things that a municipality considers are necessary or desirable for the municipality;

**AND WHEREAS**, in accordance with said Act, the powers of a Municipal Corporation shall be exercised by its Council;

**AND WHEREAS**, municipal powers, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Lakeshore at this session be confirmed and adopted by By-law.

**NOW THEREFORE**, the Council of The Corporation of the Town of Lakeshore enacts as follows:

1. **THAT** the actions of the Council of The Corporation of the Town of Lakeshore in respect of all recommendations in reports of Committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the Town of Lakeshore, documents and transactions entered into during the November 19, 2019 session of Council be adopted and confirmed as if the same were expressly embodied in this By-law.
2. **THAT** the Mayor or the Deputy Mayor together with the Clerk are authorized and directed to execute all documents necessary to the action taken by this Council as described in paragraph 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Lakeshore to all documents referred to in said paragraph 1 above.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10<sup>th</sup>  
DAY OF DECEMBER, 2019**

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**TOM BAIN  
MAYOR**

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**KRISTEN NEWMAN  
DIRECTOR OF LEGISLATIVE AND  
LEGAL SERVICES/CLERK**

/cl

# THE CORPORATION OF THE TOWN OF LAKESHORE

## BY-LAW 137-2019

### A BY-LAW TO APPOINT BRUCE ELMAN AS INTEGRITY COMMISSIONER AND EXECUTE AGREEMENTS RELATED THERETO

**WHEREAS**, Section 223.1 of the *Municipal Act 2001*, provides that the council of a municipality shall establish an office of an integrity commissioner for The Corporation of the Town of Lakeshore;

**AND WHEREAS**, in accordance with said Act, the powers of a municipal corporation shall be exercised by its Council;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF LAKESHORE ENACTS AS FOLLOWS:**

1. That Bruce Elman is appointed as the Integrity Commissioner for a term commencing upon passage and ending at 11:59:59 on December 31, 2021.
2. That the Mayor and Clerk be authorized to sign, on behalf of The Corporation of the Town of Lakeshore, an agreement with Bruce Elman, The Corporation of the City of Windsor and The Corporation of the Town of Amherstburg to obtain the services required for this appointment.
3. This By-law comes into force and effect on January 1, 2019.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10<sup>th</sup> DAY OF DECEMBER, 2019.**

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**TOM BAIN  
MAYOR**

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**KRISTEN NEWMAN  
DIRECTOR OF LEGISLATIVE & LEGAL SERVICES (CLERK)**

/kdn