



THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES
REGULAR COUNCIL MEETING
AGENDA

Meeting #: 08-2017
Date: Tuesday, April 25, 2017
Time: 7:00 p.m.
Location: Legacy Centre - Thomas Hall, Thedford

Pages

1. Call to Order

2. Closed Session

There is no scheduled closed session.

3. Open Session

3.1 Report of Closed Session

3.2 Declaration of Pecuniary Interest

3.3 Approval of the Agenda

RECOMMENDATION:

THAT the April 25, 2017 Council meeting agenda as presented be approved.

3.4 Adoption of Minutes of Previous Council Meeting

3.4.1 Council Meeting - March 28, 2017

10 - 27

RECOMMENDATION:

THAT the March 28, 2017 Council meeting minutes as presented be adopted.

3.5 Councillor Reports

3.6 Statutory Public Meetings

3.6.1 Public Meeting - Zoning By-law Amendment Application ZO-02/2017 for Paul Kidd - 7497 Arkona Road - See Report PL - 2017

RECOMMENDATION:

THAT the Council meeting adjourns at p.m. for a Public meeting under the Planning Act to hear a Zoning By-law Amendment Application ZO-02/2017 for Paul Kidd for property located at 7497 Arkona Road, Arkona.

RECOMMENDATION:

THAT the Public meeting closes at p.m. and regular Council reconvenes.

3.7 Presentations

There are no presentations scheduled.

3.8 Delegations

3.9 Consideration of Correspondence, Petitions, Committee Minutes and Staff Reports

3.9.1 Report PL 18-2017 - Zoning By-law Amendment Application ZO-02/2017 for 7497 Arkona Road, Arkona, Paul Kidd 28 - 35

RECOMMENDATION:

THAT Report PL 18-2017 relating to a Zoning By-law Amendment Application submitted by Paul Kidd be received; and

THAT Zoning By-law Amendment Application ZO-02/2017, submitted by Paul Kidd requesting an amendment to Zoning By-law 1 of 2003 as it affects lands known as 7497 Arkona Road, Arkona to change the zoning on the lands from Agricultural 1 (A1) to a site specific Residential - 1.12 (R1-12) Zone to allow a 5,260 m² residential lot to be severed from the balance of agricultural lands, which is occupied by a dwelling and accessory building be APPROVED IN PRINCIPLE, subject to:

1. The Implementing By-law including provisions allowing a single detached dwelling:
 - serviced with municipal water and a private septic system to be located on a lot with a minimum lot area of 5,000 m² and a minimum lot frontage of 40 metres and
 - serviced with municipal water and sanitary services to be located on a lot with a minimum lot frontage of 15 metre and a minimum lot area of 500 m², and
2. The County of Lambton and the Municipality being satisfied that a new septic system is installed on the property or alternatively that the property is connected to the municipal sanitary sewer to the satisfaction of the Municipality, prior to an implementing zoning by-law being adopted by Council.

3.9.2 Report PL 13-2017 - Request to Extend Draft Approval for Revised Draft Approved Plan of Subdivision No. SD2006-1 for 77 Main Street East, Grand Bend 36 - 40

RECOMMENDATION:

THAT Report PL 13-2017 relating to a request by Rice Development Company Inc. to extend the draft plan approval for Revised Draft Approved Plan of Subdivision No. SD2006-1 be received;

THAT the lapsing date for Revised Draft Plan of Subdivision SD2006-1 be extended to June 15, 2020.

- 3.9.3 Report PL 14-2017 - Implementing By-law - Zoning By-law Amendment Application ZO-01/2017 for 7545 Riverside Drive, Port Franks 41 - 43**
- RECOMMENDATION:**
THAT Report PL 14-2017 relating to the Implementing By-law for Zoning By-law Amendment Application ZO-01/2017 submitted by Brian and Debbie Dehetre be received; and
THAT the Implementing By-law be approved.
- 3.9.4 Report PL 15-2017 - Deeming By-law for Shaun and Shannon Prout - 8 Water Street and 18 Palace Street, Forest 44 - 48**
- RECOMMENDATION:**
THAT Report PL 15-2017 regarding a request to deem lots in Registered Plan 22 (FO) not to be lots in a registered plan of subdivision be received; and
THAT a By-law be approved deeming Lot 108 and 110, Registered Plan 22 (FO), not to be lots in a registered plan of subdivision
- 3.9.5 Report PL 16-2017 - Encroachment Agreement for the Commercial Use of Municipal Property for Richard and Robin Cook - 6 Main Street West, Grand Bend 49 - 58**
- RECOMMENDATION:**
THAT Report PL 16-2017 regarding an encroachment agreement with Richard and Robin Cook for the commercial use of municipal property be received, and;
THAT the encroachment agreement between Richard and Robin Cook and the Municipality of Lambton Shores affecting the municipal sidewalk in front of lands known as 6 Main Street, West in Grand Bend to allow a sidewalk café be approved.
- 3.9.6 Report PL 17-2017 - Request to Waive Site Plan Application and Agreement Fees and Building Permit Fees For an Addition to Knox Presbyterian Church - 182 Main Street, Thedford 59 - 63**
- RECOMMENDATION:**
THAT Report PL 17-2017, respecting a request from Knox Presbyterian Church Board of Managers to grant some relief from the Site Plan Application and Agreement Fees and Building Permit Fees for a proposed addition onto Knox Presbyterian Church, located at 182 Main Street, be received; and
THAT Council provide direction to Staff on this matter.

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| 3.9.7 | Report DCS 23-2017 - Utter Park Concession Operating Agreement | 64 - 72 |
| | <p>RECOMMENDATION:
 THAT Report DCS 23-2017 regarding the “Utter Park Concession Operating Agreement” be received; and</p> <p>THAT the Municipality enter into an agreement with the Lambton Lightning Athletic Association for the Utter Park Concession Operations for the 2017 ball season; and</p> <p>THAT the By-law authorizing the Mayor and Clerk to sign the associated agreement be approved.</p> | |
| 3.9.8 | Report DCS 24-2017 - 2017 Operating Budget – Port Franks Marina Dredging Tender Award | 73 - 74 |
| | <p>RECOMMENDATION:
 THAT Report DCS 24-2017 regarding the tender award for the 2017 Port Franks Marina Dredging Project be received; and</p> <p>THAT the tender from Huron District Contracting for the 2017 Port Franks Marina Dredging Project be accepted; and</p> <p>THAT the appropriate By-law, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.</p> | |
| 3.9.9 | Report DCS 25-2017 - Dark Sky Information Report | 75 - 77 |
| | <p>RECOMMENDATION:
 THAT Report DCS 25-2017 regarding Dark Sky initiatives be received; and</p> <p>THAT Staff be directed to prepare a policy for Council approval that requires Dark Sky compliant outdoor light fixtures to be used for all streetlights and all outdoor fixtures on lands developed under site plan control.</p> | |
| 3.9.10 | Report DCS 26-2017 - RFP Award – Esli Dodge Tennis Court Reconstruction. | 78 - 80 |
| | <p>RECOMMENDATION:
 THAT Report DCS 26-2017 regarding the “RFP Award - Esli Dodge Tennis Court Reconstruction” be received; and</p> <p>THAT the RFP Award - Esli Dodge Tennis Court Reconstruction, be awarded to Burlington Paving Company Limited, for a proposal price of \$152,476.06 (excluding HST); and</p> <p>THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.</p> | |

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| 3.9.11 | Report DCS 27-2017 - 2017 Capital Plan – Tender Award Trailer Mounted Boom | 81 - 82 |
| | <p>RECOMMENDATION:
 THAT Report DCS 27-2017 regarding the tender award for the Supply and Delivery of a Trailer Mounted Boom be received; and</p> <p>THAT the tender from BlueLine Rental for the supply and delivery of a Trailer Mounted Boom be accepted; and</p> <p>THAT appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.</p> | |
| 3.9.12 | Report DCS 28-2017 - Tender Award for Supply and Delivery of Wheeled Payloader | 83 - 84 |
| | <p>RECOMMENDATION:
 THAT Report DCS 28-2017 regarding the tender award for the Supply and Delivery of a Wheeled Payloader be received; and</p> <p>THAT the tender from Kucera Farm Supply Limited for the supply and delivery of a Wheeled Payloader be accepted; and</p> <p>THAT appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.</p> | |
| 3.9.13 | Report DCS 29-2017 - RFP Award – Grand Bend Boat Launch Repair | 85 - 86 |
| | <p>RECOMMENDATION:
 THAT Report DCS 29-2017 regarding the “RFP Award - Grand Bend Boat Launch Repair” be received; and</p> <p>THAT the RFP – Grand Bend Boat Launch Repair, be awarded to Birnam Excavating Ltd for the sum of \$49,207.94 (excluding HST); and</p> <p>THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.</p> | |
| 3.9.14 | Report DCS 30-2017 - Tender Award – Thedford Baseball Diamond Fence Replacement | 87 - 88 |
| | <p>RECOMMENDATION:
 THAT Report DCS 30-2017 regarding the “Thedford Baseball Diamond Fence Replacement” be received; and</p> <p>THAT the tender Award – Thedford Baseball Diamond Fence Replacement, to Fortress Fencing for the sum of \$20,102.75. (Net HST); and</p> <p>THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.</p> | |

3.9.15	Report DCS 31-2017 - RFQ Award –Commercial Grade Zero Turn Mower	89 - 90
<p>RECOMMENDATION: THAT Report DCS 31-2017 regarding the “Commercial Grade Zero Turn Mower” be received; and</p> <p>THAT the RFQ be awarded to Podolinsky Equipment Ltd for the sum of \$ 8,313.80 (Net HST); and</p> <p>THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.</p>		
3.9.16	Report TR 16-2017 - First Quarter Draft 2017 Operating and Capital Statements	91 - 102
<p>RECOMMENDATION: THAT Report TR-16-2017 regarding the First Quarter Draft 2017 Operating and Capital Financial Statements be received.</p>		
3.9.17	Report TR 17-2017 - Development Charges, W/WW Rate Studies and Council Action Plan Growth Initiative Report Request for Proposal	103 - 105
<p>RECOMMENDATION: THAT Report TR-17-2017 regarding the Development Charges, Water and Waste Water Rate Studies and Council Action Plan Growth Initiative Request For Proposal be received; and</p> <p>THAT B.M. Ross and Associates Limited be awarded the Consulting Services Contract for the Development Charges, Water and Waste Water Rate Studies and Council Action Plan Growth Initiative as outlined in RFP 2017-08.</p>		
3.9.18	Report CL 13-2017 - Bill 68 – Modernizing Ontario’s Municipal Legislation Act, 2016 Update	106 - 112
<p>RECOMMENDATION: THAT Report CL 13-2017 – Modernizing Ontario’s Municipal Legislation Act, 2016 Update be received for information.</p>		
3.9.19	Report CL 15-2017 - Licence Agreement of former Forest Scout Hall to Contact House	113 - 119
<p>RECOMMENDATION: THAT Report CL 15-2017 Licence Agreement of former Scout Hall to Contact House be received; and</p> <p>THAT Council pass a by-law authorizing the Mayor and Clerk to enter into a Licence Agreement with Contact House.</p>		

3.9.20	Report CL 16-2017 - Harbour Sub-Leases for Commercial Fishing Operations	120 - 133
	<p>RECOMMENDATION: THAT Report CL 16-2017 – Harbour Sub-Leases for Commercial Fishing Operations be received; and THAT the draft leases be approved; and THAT a by-law be passed authorizing the Mayor and Clerk to enter into the Commercial Fishing Operations leases.</p>	
3.9.21	Report CL 17-2017 - Marriage Solemnization By-Law	134 - 136
	<p>RECOMMENDATION: THAT Report CL 17-2017 Marriage Solemnization By-Law be received; and THAT an updated by-law be passed for Marriage Solemnization in Lambton Shores and that By-Law 31 of 2013 be repealed.</p>	
3.9.22	Report CAO 06-2017 - Reconsideration of 2011 Duffus Drain Agreement	137 - 147
	<p>RECOMMENDATION: THAT Report CAO 06-2017 concerning reconsideration of the 2011 Duffus Drain Agreement be received; and THAT Council provide direction to staff related to this matter.</p>	
3.9.23	Report CAO 07-2017 - Municipal Consultation related to the Ipperwash Park Addition to Reserve (ATR) process	148 - 152
	<p>RECOMMENDATION: THAT Report CAO 07-2017 regarding the be received; and THAT a letter of acknowledgement be provided to the Ontario Ministry of Indigenous Relations and Reconciliation.</p>	
3.10	Notice of Motion	
3.11	Emergent Issues	
3.12	By-laws and Resolutions	
3.12.1	By-law 34-2017 - Zone Amendment for 7545 Riverside Drive, Port Franks - Dehetre	153 - 158
3.12.2	By-law 35-2017 - Deeming Lots not to be Lots in a Registered Plan of Subdivision - Lots 108 and 110, Registered Plan 22 (FO) (Shaun and Shannon Prout)	159

3.12.3	By-law 36-2017 - Authorize Sub Lease Agreements for Grand Bend Harbour	160
3.12.4	By-law 37-2017 - Authorize Encroachment Agreement with Richard and Robin Cook	161
3.12.5	By-law 38-2017 - Authorize Agreement with Lambton Lightning Athletic Association	162
3.12.6	By-law 39-2017 - Authorize Agreement with Huron District Contracting	163
3.12.7	By-law 40-2017 - Authorize Agreement with Contact House	164
3.12.8	By-law 41-2017 - Authorize Civil Marriage Solemnization service by the Clerk	165
3.12.9	By-law 42-2017 - Authorize Agreement with BlueLine Rental	166
3.12.10	By-law 43-2017 - Authorize Agreement with Kucera Farm Supply Limited	167
3.12.11	By-law 44-2017 - Authorize Agreement with Birnam Excavating Ltd	168
3.12.12	By-law 45-2017 - Authorize Agreement with Fortress Fencing	169
3.12.13	By-law 46-2017 - Authorize Agreement with Podolinsky Equipment Ltd	170
3.12.14	By-law 47-2017 - Authorize Agreement with Burlington Paving Company Limited	171
3.12.15	By-law 48-2017 - Confirming By-law	172

RECOMMENDATION:

THAT By-law 34-2017 through 48-2017 be read a first, second and third time, passed and signed by the Mayor and Clerk.

3.13 Adjournment

RECOMMENDATION:

THAT the April 25, 2017 Council meeting adjourn at p.m.



The Municipality of Lambton Shores

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES COUNCIL MEETING MINUTES

Tuesday, March 28, 2017
6:15 p.m.

Members Present: Mayor Bill Weber
Deputy Mayor Doug Cook
Councillor Dave Maguire
Councillor Dan Sageman
Councillor Gerry Rupke
Councillor Ronn Dodge
Councillor Rick Goodhand
Councillor James Finlay
Councillor Jeff Wilcox

Staff Present: Kevin Williams, Chief Administrative Officer
Nancy Wright-Laking, Clerk
Janet Ferguson, Treasurer
Stephen McAuley, Director of Community Services
Patti Richardson, Planner

1. Call to Order

Mayor Weber called the meeting to order at 6:15 p.m.

2. Declaration of Pecuniary Interest

Mayor Weber asked members of Council to declare any pecuniary interest that they may have with the business itemized on the agenda. Councillor Wilcox declared a conflict with Items # 7.1 and 11.1 being a Zoning By-law Amendment Application for 7545 Riverside Drive as his daughter lives in one of the units at this location. Councillor Maguire declared a conflict with Item # 11.4 being the renewal of the Grand Bend Art Centre Agreement as he is a Director on the Board.

3. Confidential

3.1 Closed Session Minutes - January 17, 2017

3.2 An item under the authority of Section 239 (2)(c) of the Municipal Act, 2001 - a proposed or pending acquisition or disposition of land by the municipality or local board.

3.3 An item under the authority of Section 239 (2)(a) of the Municipal Act, 2001 - the security of the property of the municipality or local board.

17-0328-01 Moved By: Councillor Sageman
Seconded By: Councillor Maguire

THAT the Council meeting goes into a Closed Session at 6:15 p.m. to hear the following items:

Closed Session Minutes - January 17, 2017;

An item under the authority of Section 239 (2)(c) of the Municipal Act, 2001 - a proposed or pending acquisition or disposition of land by the municipality or local board; and

An item under the authority of Section 239 (2)(a) of the Municipal Act, 2001 - The securing of the property of the municipality or local board. **Carried**

Council rose from the closed session. There was no report out of closed session.

4. Approval of Agenda

17-0328-02 Moved By: Councillor Rupke
Seconded By: Councillor Sageman

THAT the agenda for the March 28, 2017 Council meeting as presented be approved. **Carried**

5. Confirmation of Minutes from Previous Meetings

17-0328-03 Moved By: Councillor Dodge
Seconded By: Councillor Sageman

THAT the minutes of the March 7, 2017 Council meeting as presented be adopted. **Carried**

6. Councillor Reports

Council members brought forward items of interest to the community.

7. Presentations and Public Meetings

7.1 Public Meeting - Zoning By-law Amendment Application ZO-01/2017 for Brian and Debbie Dehetre - 7545 Riverside Drive, Port Franks (See Report PL 10-2017)

17-0328-04 Moved By: Councillor Maguire
Seconded By: Councillor Goodhand

THAT the Council meeting adjourns at 7:04 p.m. for a Public meeting under the Planning Act to hear a Zoning By-law Amendment Application ZO-01/2017 for Brian and Debbie Dehetre for property located at 7545 Riverside Drive, Port Franks.
Carried

Councillor Wilcox had previously declared a conflict of interest on this matter. He moved to the gallery and did not participate in the discussion on this matter.

Patti Richardson, Planner, provided an overview of this application and no one spoke to the application.

17-0328-05 Moved By: Councillor Maguire
Seconded By: Deputy Mayor Cook

THAT the Public meeting closes at 7:18 p.m. and regular Council reconvenes.
Carried

Councillor Wilcox returned to his seat at the Council table.

8. Delegations

8.1 Anne Walkinshaw, West Coast Landowners' Association - Item #11.14, Report TR 08-2017 – 2016 Draft Year to Date Financial Statements as of December 31, 2016

Anne Walkinshaw spoke to Council on Report TR 08-2017.

9. Consent Agenda

- 9.1 Bluewater Recycling Association Board of Directors Meeting Highlights from March 16, 2017**
- 9.2 Correspondence from Wendy Bright - Implementing By-law for Revised Zoning By-law Amendment Application ZO-06/2016**
- 9.3 Correspondence from Pierre St-Laurent - Appreciation of Municipal Grant**
- 9.4 Correspondence from the Ministry of Seniors Affairs - Make a Nomination for Senior of the Year**
- 9.5 Correspondence from the Township of East Zorra-Tavistock - Request for Support of the Installation of AEDs in All Schools as Soon as Possible for the Safety of our Children**

- 9.6 Correspondence from the Township of Lake of Bays - Request for Support of Resolution Regarding Schedule 5 of Bill 7 - An Act to Amend or Repeal Various Acts with Respect to Housing and Planning - Property Standards
- 9.7 Correspondence from the Township of Zorra - Request for Support of Resolution for Policy to Install AEDs in All Schools in Ontario
- 9.8 Correspondence from the Ministry of Education - Pupil Accommodation Reviews
- 9.9 Correspondence from Laureen Maurizio - Previous Request for Accommodation of EHS
- 9.10 Correspondence from Bob Pattison - Draft Motion on Transparency, Accountability and Openness
- 9.11 Correspondence from Ministry of Agriculture, Food and Rural Affairs - Applications for the 2017 Premier's Award for Agri-Food Innovation Excellence Program
- 9.12 Correspondence from the Ausable Bayfield Conservation Authority - Steering Committee for the Update of the Shoreline Management Plan No Longer Required
- 9.13 Correspondence from West Coast Lions - Request to Allow Bottle and Can Pick-up and Recycle
- 9.14 Correspondence from the Order of Alhambra Algarva 168 Grand Bend, Ontario - Vibrancy Fund Donation Application

17-0328-06 **Moved By:** Councillor Dodge
Seconded By: Councillor Sageman

THAT Items # 9.1 through 9.7, 9.9, 9.11 and 9.13 of the Consent Agenda be received for Council information.

Carried

Item #9.8 Correspondence from the Ministry of Education - Pupil Accommodation Reviews

17-0328-07 **Moved By:** Deputy Mayor Cook
Seconded By: Councillor Goodhand

THAT correspondence from the Ministry of Education – Pupil Accommodation Reviews be received.

Carried

Item #9.10 Correspondence from Bob Pattison - Draft Motion on Transparency, Accountability and Openness

17-0328-08 **Moved By:** Councillor Finlay
Seconded By: Councillor Dodge

THAT correspondence from Bob Pattison – Draft Motion on Transparency, Accountability and Openness be received.

Carried

A recorded vote was requested on the following motion:

17-0328-09 Moved By: Councillor Finlay

Seconded By: Councillor Dodge

THAT the Municipality of Lambton Shores staff prepare a Conference Reporting policy by-law based on what is presented in 9.10 of the consent agenda. Report due by May 16, 2017 council meeting.

	Yea	Nay
Bill Weber		√
Doug Cook		√
Dave Maguire		√
Dan Sageman		√
Gerry Rupke		√
Ronn Dodge		√
Rick Goodhand		√
James Finlay	√	
Jeff Wilcox		√

Motion Lost

Item #9.12 Correspondence from the Ausable Bayfield Conservation Authority - Steering Committee for the Update of the Shoreline Management Plan No Longer Required

17-0328-10 Moved By: Deputy Mayor Cook

Seconded By: Councillor Wilcox

THAT correspondence from the Ausable Bayfield Conservation Authority – Steering Committee for the Update of the Shoreline Management Plan No Longer Required be received.

Carried

Item #9.14 Correspondence from the Order of Alhambra Algarva 168 Grand Bend, Ontario - Vibrancy Fund Donation Application

17-0328-11 Moved By: Councillor Finlay

Seconded By: Councillor Goodhand

THAT correspondence from the Order of Alhambra Algarva 168 Grand Bend, Ontario – Vibrancy Fund Donation Application be received for discussion. **Carried**

9.15 Correspondence from Jeff Sisler - Request for Temporary Trailer at 6736 East Parkway Drive

17-0328-12 Moved By: Councillor Maguire
Seconded By: Councillor Rupke

THAT the Municipality enter into an Agreement with Jeff Sisler to allow a trailer at 6737 East Parkway Drive temporarily during the construction of a new home.

Carried

10. Correspondence & Petitions

10.1 Petition to Reject All Applications and Implementation By-laws for the Re-Zoning of Property at 7446 and 7456 Riverside Drive and 10072 Poplar Avenue, Port Franks

17-0328-13 Moved By: Deputy Mayor Cook
Seconded By: Councillor Maguire

THAT the petition to reject all applications and implementation by-laws for the re-zoning of property at 7446 and 7456 Riverside Drive and 10072 Poplar Avenue, Port Franks be received and filed.

Carried

11. Consideration of Committee Minutes and Staff Reports

Planning

11.1 Report PL 10-2017 - Zoning By-law Amendment Application ZO-01/2017 LOCATION: 7545 Riverside Drive, Port Franks OWNER: Brian and Debbie Dehetre

Councillor Wilcox had previously declared a conflict of interest on this matter. He did not participate in the discussion or vote on this matter.

17-0328-14 Moved By: Councillor Dodge
Seconded By: Councillor Sageman

THAT Report PL 10-2017 relating to a Zoning By-law Amendment Application submitted by Brian and Debbie Dehetre be received.

THAT Zoning By-law Amendment Application ZO-01/2017, submitted by Brian and Debbie Dehetre, requesting an amendment to Zoning By-law 1 of 2003 as it affects lands known as 7545 Riverside Drive, Port Franks, to change the zoning on the lands from Commercial - 12 (C12) to a site specific Residential – 5.5 (R5-5) Zone and a site specific Holding 16 (H16) Zone to permit the existing building on the existing lot to be used as a multiple dwelling with a maximum of 6 dwelling units be **APPROVED**, subject to the implementing by-law containing the following conditions that must be satisfied before the Holding 16 (H16) zone is removed:

- A new tertiary septic system being installed on the property to the satisfaction of the County of Lambton and the Municipality;
- A building permit being applied for and obtained for the 2 existing units on the ground floor of the building and those portions of those units which the Municipality has reason to believe have not been constructed in compliance with the Act, being uncovered to the satisfaction of the Municipality; and
- Permits being obtained from the Ausable Bayfield Conservation Authority.

Carried

**11.2 Report PL 11-2017 - Zoning Error 6536 and 6534 West Parkway Drive
Doug Winch**

17-0328-15 Moved By: Councillor Dodge

Seconded By: Councillor Rupke

THAT Report PL 11-2017 being a report to address a zoning error on lands in the Residential 11 (R11) Zone on West Parkway Drive in Ipperwash be received; and

THAT staff be directed to initiate a Zoning By-law Amendment Application affecting lands within the Residential - 11(R11) Zone on West Parkway Drive in Ipperwash to amend the zoning on the lands to a Residential 6 (R6) Zone and Environmental Protection - Hazard (EP-H) Zone.

Carried

11.3 Report PL 12-2017 - Site Plan Agreement Apartment Building at 16 Watt Street, Forest Southside Construction Management Limited

17-0328-16 Moved By: Deputy Mayor Cook
Seconded By: Councillor Dodge

THAT Report PL 12-2017 relating to a Site Plan agreement for 16 Watt Street be received.

THAT Council authorize staff to finalize an acceptable site plan agreement for 16 Watt Street, Forest, for execution by Southside Construction Management Limited, in advance of the April 28, 2017 Council meeting. **Carried**

Community Services

11.4 Report DCS 13-2017 - Grand Bend Art Centre Agreement Renewal

Councillor Maguire had previously declared a conflict of interest and did not participate in the discussion or vote on this matter.

17-0328-17 Moved By: Councillor Sageman
Seconded By: Councillor Wilcox

THAT Report DCS 13-2017 regarding the “Grand Bend Art Centre Agreement Renewal” be received; and

THAT the Municipality renew the existing agreement with the Grand Bend Art Centre for the exclusive use of the Grand Bend Youth Centre located at 16 Municipal Drive, Grand Bend for a period of one year; and

THAT the appropriate by-law authorizing the Mayor and Clerk to sign the associated agreement be approved.

Carried

11.5 Report DCS 14-2017 - Arkona Cemetery Grass Cutting and General Maintenance Tender Result

17-0328-18 Moved By: Councillor Wilcox
Seconded By: Deputy Mayor Cook

THAT Report DCS 14 – 2017 regarding the tender for grass cutting and general maintenance at Arkona Cemetery be received; and

THAT the tender for Arkona Cemetery submitted by Everything Under the Sun, Robert Henry, in the amount of \$9,989.20 be accepted; and

THAT the appropriate by-law authorizing the Mayor and Clerk to sign the associated contract agreement be approved. **Carried**

11.6 Report DCS 15-2017 - RFP Award – Engineering Services – Rock Glen Road Culverts

17-0328-19 Moved By: Deputy Mayor Cook
Seconded By: Councillor Rupke

THAT Report DCS 15-2017 regarding the “RFP Award– Engineering Services – Rock Glen Road Culverts” be received; and

THAT the RFP Award– Engineering Services – Rock Glen Road Culverts be awarded to R Dobbin Engineering Inc. for a proposal price of \$28,000 (excluding HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved. **Carried**

11.7 Report DCS 16-2017 - 2017 Operating Budget - Gravel Supply Tender Award

11.8 Report DCS 17-2017 - 2017 Operating Budget - Dust Suppression Supply Tender Award

17-0328-20 Moved By: Councillor Dodge
Seconded By: Councillor Goodhand

THAT Report DCS 16-2017 regarding the tender award for the 2017 Gravel Supply be received; and

THAT the tender from Johnston Bros. (Bothwell) Limited for the 2017 Gravel Supply be accepted; and

THAT the appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved; and

THAT Report DCS 17-2017 regarding the tender award for the 2017 Dust Suppression Supply be received; and

THAT the tender from Den Mar Brines Limited for the 2017 Dust Suppression Supply be accepted; and

THAT the appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.
Carried

11.9 Report DCS 18-2017 - Lambton Shores Nature Trails Project Request

17-0328-21 Moved By: Councillor Sageman
Seconded By: Councillor Wilcox

THAT Report DCS 18-2017 regarding “Lambton Shores Nature Trails Project Request” be received; and

THAT Council supports the request from the Lambton Shores Nature Trails to construct log structures at the trail entrances in Forest and Port Franks; and

THAT staff be authorized to enter into a maintenance agreement for the future maintenance of the log structures.
Carried

11.10 Report DCS 19-2017 - Canada 150 Update

17-0328-22 Moved By: Councillor Maguire
Seconded By: Councillor Goodhand

THAT Report DCS 19-2017 be received for Council information.
Carried

11.11 Report DCS 20-2017 - Lambton College 50th Anniversary Tree Project

17-0328-23 Moved By: Councillor Wilcox
Seconded By: Councillor Sageman

THAT Report DCS 20-2017 regarding “Lambton College 50th Anniversary Tree Project” be received for Council information.
Carried

11.12 Report DCS 21-2017 - Lambton Shores 2016 Annual Water Reports

17-0328-24 Moved By: Councillor Rupke
Seconded By: Councillor Sageman

THAT Report DCS 21-2017 regarding the presentation of the 2016 Lambton Shores Annual Water Reports be received; and

THAT the following water reports be received for information:

East Lambton Shores Water Distribution System Annual Summary Report;
 East Lambton Shores Water Distribution System Annual Report;
 West Lambton Shores Water Distribution System Annual Summary Report; and
 West Lambton Shores Water Distribution System Annual Report.
Carried

11.13 Report DCS 22-2017 - 2017 Capital Budget - Grand Bend Beach Boardwalk Construction Project

17-0328-25 Moved By: Councillor Sageman
Seconded By: Councillor Maguire

THAT Report DCS 22-2017 regarding the tender award for the Grand Bend Beach Boardwalk Construction Project be received; and

THAT the tender from Albeck Construction for the Grand Bend Beach Boardwalk Construction Project be accepted; and

THAT the appropriate by-law authorizing the Mayor and Clerk to sign the associated contract agreement be approved.
Carried

Finance and Administration

11.14 Report TR 08-2017 - 2016 Draft Year to Date Financial Statements as of December 31, 2016

17-0328-26 Moved By: Councillor Dodge
Seconded By: Councillor Maguire

THAT Report TR 08-2017 regarding the 2016 Draft Year to Date Financial Statements as of December 31, 2016 tabled at the February 14, 2017 meeting be lifted from the table.

Carried

17-0328-29 Moved By: Councillor Dodge
Seconded By: Deputy Mayor Cook

THAT the request for \$3,800. for Alhambra Hall tabled at the March 7, 2017 meeting be lifted from the table.

Carried

A recorded vote was requested on the following motion:

17-0328-30 Moved By: Councillor Goodhand
Seconded By: Councillor Dodge

THAT the surplus be put into the Opportunities in Contingencies Fund.

	Yea	Nay
Bill Weber		√
Doug Cook		√
Dave Maguire		√
Dan Sageman		√
Gerry Rupke		√
Ronn Dodge	√	
Rick Goodhand	√	
James Finlay	√	
Jeff Wilcox		√

Motion Lost

A recorded vote was requested on the following motion:

17-0328-31 Moved By: Councillor Wilcox
Seconded By: Councillor Rupke

THAT Report TR 08-2017 regarding the 2016 Draft Year to Date Financial Statements be received; and

THAT the following allocations of the 2016 surplus be approved:

- Transfer \$16,250.00 to the Acquisition of Capital Assets – Real Property Reserve Fund
- Transfer \$125,000.00 to a Tax Rate Stabilization Reserve Fund
- Transfer \$105,000.00 to the Working Funds Reserve Fund
- Transfer \$50,000.00 to the Information Technology Reserve Fund
- Transfer \$240,000.00 to the Transportation Reserve Fund
- Transfer \$79,500.00 to the Harbour Maintenance Reserve Fund
- Transfer \$205,000.00 to a Parking Reserve fund
- Transfer any remaining surplus to the Working Funds Reserve Fund.

	Yea	Nay
Bill Weber	√	
Doug Cook	√	
Dave Maguire		√
Dan Sageman	√	
Gerry Rupke	√	
Ronn Dodge		√
Rick Goodhand		√
James Finlay		√
Jeff Wilcox	√	

Carried

17-0328-32 Moved By: Councillor Goodhand
Seconded By: Councillor Dodge

THAT the Alhambra Hall request for funding be received.
Carried

11.15 Report TR 12-2017 - 2016 Year End Audit Planning Report

17-0328-33 Moved By: Councillor Sageman
Seconded By: Deputy Mayor Cook

THAT Report TR 12-2017 providing the 2016 Year-End Audit Planning Report from BDO Canada LLP be received.
Carried

11.16 Report TR 13-2017 - 2016 Council and Committee Remuneration

017-0328-34 Moved By: Deputy Mayor Cook
Seconded By: Councillor Maguire

THAT Report TR 13-2017 regarding the 2016 Council and Committee Remuneration be received.
Carried

11.17 Report TR 15-2017 - Canada 150 Contribution Agreement

17-0328-35 Moved By: Councillor Sageman
Seconded By: Councillor Maguire

THAT Report TR 15-2017 regarding the Canada 150 Community Infrastructure Program Contribution Agreement be received; and

THAT the pertinent by-law be approved authorizing the execution of the contribution agreement for funding under the Canada 150 Community Infrastructure Program for the Rehabilitation of the Grand Bend Beach Boardwalk for funding up to \$46,666.00. **Carried**

11.18 Report CL 06-2017 - Procedure By-Law Review

17-0328-36 Moved By: Councillor Sageman
Seconded By: Councillor Wilcox

THAT Report CL 06-2017 regarding a proposed amended Procedural By-law be lifted from the table. **Carried**

A recorded vote was requested on the following motion:

17-0328-37 Moved By: Councillor Rupke
Seconded By: Councillor Sageman

THAT Report CL 06-2017 Procedure By-Law Review be received; and

THAT the amended Procedure By-Law be approved.

A recorded vote was requested on the following motion:

17-0328-38 Moved By: Councillor Goodhand
Seconded By: Councillor Dodge

THAT the Procedural By-law be amended to include a line for new business.

	Yea	Nay
Bill Weber		√
Doug Cook		√
Dave Maguire		√
Dan Sageman		√
Gerry Rupke	√	
Ronn Dodge	√	
Rick Goodhand	√	
James Finlay		√
Jeff Wilcox		√

Motion Lost

Original Motion

	Yea	Nay
Bill Weber	√	
Doug Cook	√	
Dave Maguire	√	
Dan Sageman	√	
Gerry Rupke	√	
Ronn Dodge	√	
Rick Goodhand	√	
James Finlay		√
Jeff Wilcox	√	

Upon the original motion with a recorded vote, the motion was carried.

11.19 Report CL 09-2017 - 2018 Election - Internet and Telephone Voting RFP Award

17-0328-39 Moved By: Councillor Wilcox
Seconded By: Councillor Sageman

THAT Report CL 09-2017 Internet and Telephone Voting RFP Award be received; and

THAT the Internet and Telephone Voting RFP be awarded to Intelivote Systems Inc. in an amount not to exceed \$35,911.17 including HST; and

THAT the Mayor and Clerk be authorized to sign the necessary agreements; and

THAT a by-law be adopted to implement Internet/Telephone Voting for the 2018 Municipal Election. **Carried**

11.20 Report CL 10-2017 – Farm Land Lease Tender Results

17-0328-40 Moved By: Councillor Sageman
Seconded By: Councillor Wilcox

THAT Report CL 10-2017 regarding the results from the farm land tenders be received; and

THAT the following tenders be accepted for the period of three years from April 15, 2017 to April 14, 2020:

Forest – 85 Acres - Eusi Farms - \$353.00 per acre plus HST;
Arkona – 15 Acres - Dignus Boekhorst - \$337.00 per acre plus HST;
Forest – 9.4 Acres – Jim Maw - \$336.00 per acre plus HST;
Thedford – 22 Acres – Jeff Struyf - \$336.00 per acre plus HST; and

THAT the appropriate by-law, authorizing the Mayor and Clerk to sign the associated agreements be approved.
Carried

11.21 Report CL 11-2017 - Requests for a Noise By-Law Exemption – Wedding – Park in Lake Valley Grove; Grand Bend Beachfest

17-0328-401 Moved By: Councillor Sageman
Seconded By: Councillor Maguire

THAT Report CL11-2017 Requests for a Noise By-Law Exemption – Wedding – Park in Lake Valley Grove; Grand Bend Beachfest be received; and

THAT the Noise By-Law Exemption be granted for the event to be held on July 22, 2017 at The Park in Lake Valley Grove until 12:00 a.m.; and

THAT the Noise By-Law Exemption be granted for the Grand Bend Beachfest to be held on June 24, 2017 until 12:00 a.m.
Carried

11.22 Report CL 12-2017 - Update on Archeological Assessments – Forest Curling Club

17-0328-42 Moved By: Councillor Goodhand

Seconded By: Councillor Sageman

THAT Report CL 12-2017 Update on Archeological Assessment – Forest Curling and Social Club be received for information.

Carried

12. By-laws & Resolutions

12.1 By-law 14-2017 - Procedure By-law

12.2 By-law 24-2017 - Authorize a Funding Agreement for Grand Bend Beach Boardwalk

12.3 By-law 25-2017 - Authorize Agreement with Johnston Bros. Bothwell Ltd. for Gravel

12.4 By-law 26-2017 - Authorize Agreement with Den-Mar Brines Ltd. for Dust Control

12.5 By-law 27-2017 - Authorize Agreement for the Use of Internet and Telephone Voting for the 2018 Election

12.6 By-law 28-2017 - Authorize Agreements for Lease of Municipal Farm Land

12.7 By-law 29-2017 - Authorize Agreement with R. Dobbin Engineering for Engineering Services for the Rock Glen Road Culverts

12.8 By-law 30-2017 - Authorize Agreement with Grand Bend Arts Centre for the Use of the Grand Bend Youth Centre

12.9 By-law 31-2017 - Authorize Agreement with Albeck Construction for Grand Bend Boardwalk

12.10 By-law 32-2017 - Authorizing Agreement with Everything Under the Sun for Arkona Cemetery Grass Cutting

12.11 By-law 33-2017 - Confirming By-law

17-0328-43 Moved By: Councillor Dodge

Seconded By: Councillor Goodhand

THAT By-law 14-2017 and By-laws 24-2017 through By-law 33-2017 be read a first, second and third time, passed and signed by the Mayor and Clerk.

Carried

13. Accounts

13.1 Report TR 14-2017 - February 2017 Cheque Listing

17-0328-44 Moved By: Councillor Goodhand
Seconded By: Deputy Mayor Cook

THAT Report TR 14-2017 regarding the Lambton Shores cheque listing for February 2017 in the amount of \$1,439,040.80 be received. **Carried**

14. Notices of Motion

14.1 Notice of Motion from Councillor Rupke - Dark Sky By-law to Minimize Light Pollution in Lambton Shores

17-0328-45 Moved By: Councillor Rupke
Seconded By: Deputy Mayor Cook

THAT the Notice of Motion from Councillor Rupke regarding the possibility of passing a dark sky by-law to minimize light pollution in the municipality tabled at the March 7th, 2017 Council meeting be lifted from the table. **Carried**

17-0328-46 Moved By: Councillor Rupke
Seconded By: Councillor Dodge

THAT staff prepare a report on Dark Skies and that the report be returned to the next meeting of Council. **Carried**

15. Emergent Issues

There were no emergent issues brought forward.

16. Adjournment

17-0328-47 Moved By: Councillor Goodhand
Seconded By: Deputy Mayor Cook

THAT the March 28, 2017 Council meeting adjourn at 8:43 p.m. **Carried**

THE MUNICIPALITY OF LAMBTON SHORES

Report PL 18-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Patti Richardson, Senior Planner
RE: Zoning By-law Amendment Application ZO-02/2017
Location: 7497 Arkona Road, Arkona
Owner: Paul Kidd

RECOMMENDATION:

THAT Report PL 18-2017 relating to a Zoning By-law Amendment Application submitted by Paul Kidd be received; and

THAT Zoning By-law Amendment Application ZO-02/2017, submitted by Paul Kidd requesting an amendment to Zoning By-law 1 of 2003 as it affects lands known as 7497 Arkona Road, Arkona to change the zoning on the lands from Agricultural 1 (A1) to a site specific Residential - 1.12 (R1-12) Zone to allow a 5,260 m² residential lot to be severed from the balance of agricultural lands, which is occupied by a dwelling and accessory building be **APPROVED IN PRINCIPLE**, subject to:

1. The Implementing By-law including provisions allowing a single detached dwelling:
 - serviced with municipal water and a private septic system to be located on a lot with a minimum lot area of 5,000 m² and a minimum lot frontage of 40 metres and
 - serviced with municipal water and sanitary services to be located on a lot with a minimum lot frontage of 15 metre and a minimum lot area of 500 m², and
2. The County of Lambton and the Municipality being satisfied that a new septic system is installed on the property or alternatively that the property is connected to the municipal sanitary sewer to the satisfaction of the Municipality, prior to an implementing zoning by-law being adopted by Council.

SUMMARY

This report relates to Zoning By-law Amendment Application ZO-02/2017, submitted by Paul Kidd respecting lands known as 7497 Arkona Road, Arkona (see Attachment 1).

BACKGROUND

Mr. Paul Kidd, is requesting an amendment to Zoning By-law 1 of 2003 as it affects lands known as 7497 Arkona Road, Arkona, to change the zoning on the lands from Agricultural 1 (A1) to Residential - 1 (R1). The Owner is proposing to sever a 5,260 m² lot from the balance of agricultural lands he owns, which shall be occupied by his dwelling and accessory building, thus making the lot a residential lot. The balance of the lands which are currently under cultivation are proposed to be conveyed to an adjacent agricultural property owner and merged with their lands.

The subject lands are located on the west side of Arkona Road, just north of Rock Glen Road. The Applicant's entire land holdings have an lot area of 3.1 hectares and a lot frontage of 42.8 metres on Arkona Road. The lands are currently occupied by a single detached dwelling, and a small shed. Approximately 2.5 hectares of the lands are under cultivation. Lands to the north, south and west of the agricultural portion of the lands are used for agricultural. The residential portion of the property abuts single detached residential uses to the north and south and commercial uses to the east.

Planning Comments

The Owner's entire land holdings are designated "Residential" (See Official Plan Map A-9, Attachment 2) in the Lambton Shores Official Plan.

The primary use of land in areas designated "Residential" is for low density dwelling types, not exceeding 20 units per hectare (8 units per acre) including single detached and semi-detached dwellings, duplexes and triplexes. Section 3.2.1 of the Official Plan states:

"Within residential areas the Municipality will encourage:

- a) areas of new development to take the form of extensions to the existing built-up area;*
- b) development that minimizes the costs required to extend existing services and the cost of creating new services;*
- c) residential intensification in areas of existing development that have sufficient servicing capacity. Techniques may include permitting second dwelling units in existing detached dwellings, encouraging the creation of infilling lots, converting existing buildings for residential*

purposes, permitting rooming boarding and lodging houses and encouraging higher densities in new development;

e) development to proceed in such a manner so as not to impose a financial burden of the municipality or municipal taxpayers.”

The Official Plan encourages intensification in areas of existing development through the creation of infilling lots provided there is sufficient servicing capacity. The Official Plan also allows limited use of private septic systems. The subject lands are serviced with municipal water and a private on-site septic system. A municipal sanitary sewer exists on Arkona Road approximately 140 metre south of the subject lands. The end of the sewer line is reflective of the historical boundary between The Village of Arkona and the Township of Bosanquet .

The application as submitted complies with the Official Plan.

Provincial Policy Statement (PPS)

The Provincial Policy Statement (PPS) 2014 promotes strong, sustainable, liveable, healthy and resilient communities, protecting the environment and public health and safety.

Sections 1.1.1a) and 1.1.1e) the PPS state that healthy, liveable and safe communities are sustained by:

“a) Promoting efficient development and land use patterns which sustain the financial well-being of the Province and the Municipality over the long term.

e) Promote cost-effective development patterns and standards to minimize land consumption and servicing costs.”

Section 1.1.3.1 of the PPS states *“that settlement areas shall be the focus of growth and development and their vitality and regeneration shall be promoted”*.

The development as proposed is consistent with the PPS as:

- it is located in Arkona a settlement area;
- The lot is connected to municipal water and has access to a municipal sewer or new private onsite septic system; and
- the density proposed by the development minimizes the consumption of land;

Zoning

The subject lands are zoned “Agricultural 1 (A1)” in the Lambton Shores Zoning By-law 1 of 2003. While a single detached dwelling is a permitted use the By-law requires that a lot have a minimum lot frontage of 45 metres and lot area of 8,000 m². The size of the lot proposed does not comply with these minimums. The agricultural zoning on the lands is not reflective of the Official Plan designation and now that the dwelling on the lands will no longer be a farm dwelling, it is appropriate to change the zone to residential to reflect the official plan designation. The Residential 1 (R1) Zone proposed for the lot requires that a lot provide a minimum lot frontage of 15 metres and a minimum lot area of 500 m². These provisions are reflective of a lot serviced with both Municipal water and sanitary sewers. The proposed lot exceeds these minimums.

Correspondence was received from Corrine Nauta, Manager of Building Services for the County of Lambton, advising that the property known as 7497 Arkona Road does not have any septic records available for consideration nor was a lot diagram submitted regarding the existing septic system. She advises that the Owner contracted the services of a qualified septic system installer who assisted in locating and confirming the component details of the existing septic system on April 12, 2017. The Private Sewage System Coordinator from the County of Lambton also attended the site and verified that:

- the septic system on the lands is comprised of an undersized septic tank of 600 gallons and one effluent line;
- that it extends outside the proposed lot lines; and
- utilizes farm tiles for treatment.

The County advises that current regulations require that a septic tank and bed be located within the property lines and does not permit septic effluent to be discharged into field tiles or drainage ditches. Further, they advise that the existing septic system is not operating in an approved capability and it will be necessary to install an acceptable Part 8 septic system. Finally they indicate they cannot support the application as presented unless a septic system permit is obtained and a new system installed and inspected.

Staff suggest that any approval of the application be conditional on the County of Lambton and the Municipality being satisfied that a new septic system is installed on the property or alternatively, that the property be connected to the municipal sanitary sewer to the satisfaction of the Municipality, prior to an implementing zoning by-law being adopted by Council

ALTERNATIVES TO CONSIDER

Staff has made a recommendation to Council based on the planning merits of the application. However, Council can if they chose, approve the application, revise the applicants' proposal or alter the recommendations of Staff or refuse the application.

RECOMMENDED ACTIONS

That Council receive Report PL 18-2017 and approve Zoning By-law Amendment Application ZO-02/2017, submitted by Paul Kidd subject to the conditions in the recommendation section of this report.

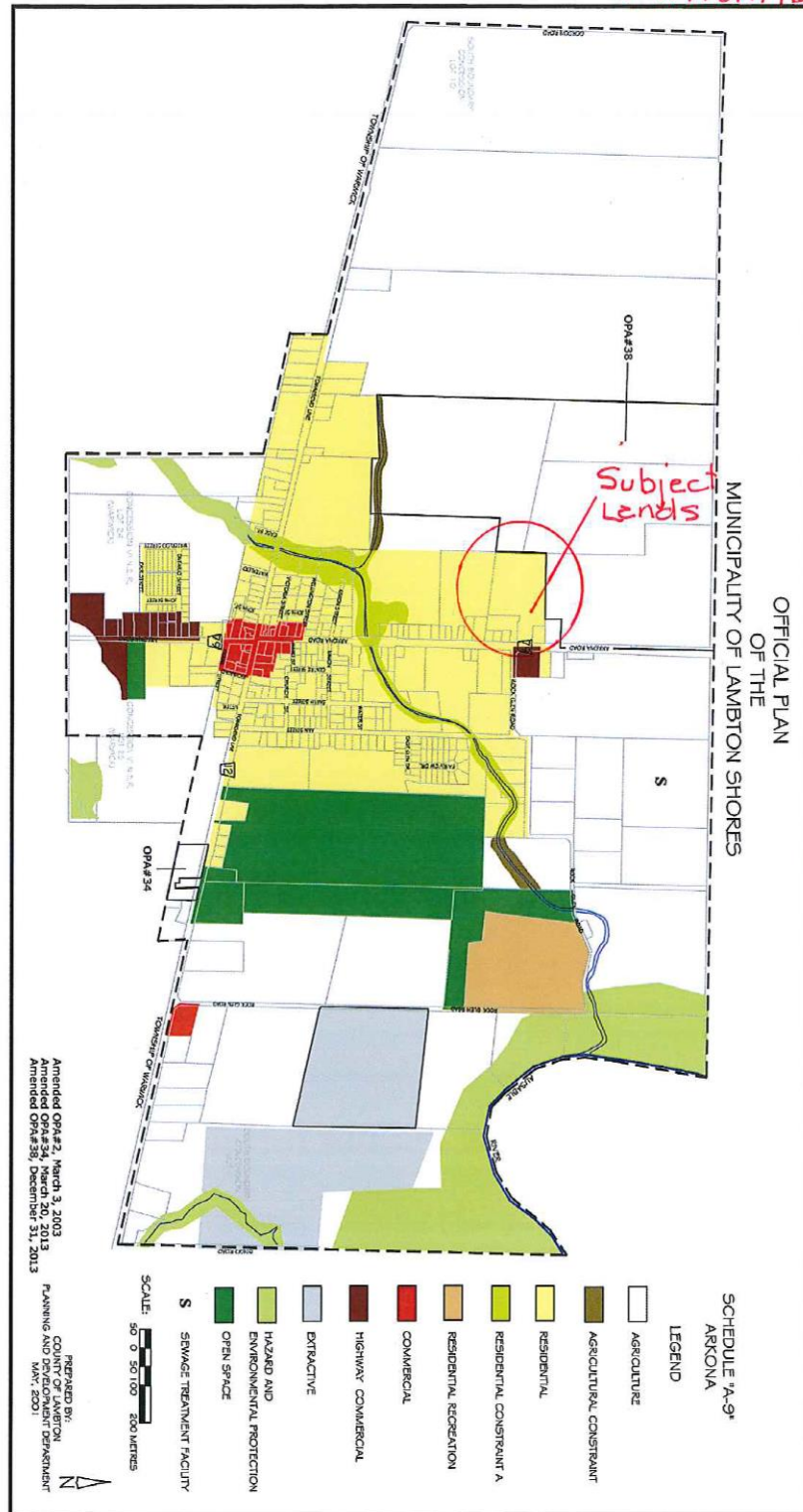
FINANCIAL IMPACT

An application fee of \$1,200.00 was paid.

CONSULTATION

Stephen McAuley, Manager of Lambton Shores Community Services Department







Building Services Department
789 Broadway Street, Box 3000
Wyoming, ON N0N 1T0

Telephone: 519-845-5420
Toll-free: 1-866-324-6912
Fax: 519-845-3817

REPORT

Date: April 12, 2017
To: The Municipality of Lambton Shores
From: Corrine Nauta - Manager, Building Services
cc: Patti Richardson - Senior Planner
Re: 7497 Arkona Road - ZO-02/2017 - Kidd

The above noted application has been reviewed and the following comments are provided for your consideration.

The property known as 7497 Arkona Road does not have any septic records available for consideration. A lot diagram was not submitted regarding the existing septic system. The owner contracted the services of a qualified septic system installer who was able to assist in the location and component details of the existing septic system on April 12, 2017. The Private Sewage System Coordinator also attended the site to verify the information. The septic system is comprised of an undersized septic tank of 600 gallons and one effluent line and it extends outside the proposed lot lines.

The septic tank and bed must be located within the property lines and effluent treatment must also follow this requirement. Septic effluent also cannot be discharged into field tiles or drainage ditches. This process is no longer permitted or acceptable. The existing septic system is not operating in an approved capability and it will be necessary to install an acceptable Part 8 septic system. This requirement has been set out by the County-Wide Septic Policy on all Planning Applications.

Again, The County of Lambton remains due diligent in ensuring the septic system performance level is adequate and operating wholly contained within the property for which it serves.

This Department cannot support the application as presented unless a septic system permit is obtained and a new system installed and inspected.

If you require any further information, please do not hesitate to contact this office.

www.lambtononline.ca



THE MUNICIPALITY OF LAMBTON SHORES

Report PL 13-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Patti Richardson, Senior Planner
RE: Request to Extend Draft Approval for
Revised Draft Approved Plan of Subdivision No. SD2006-1
77 Main Street East, Grand Bend

RECOMMENDATION:

THAT Report PL 13-2017 relating to a request by Rice Development Company Inc. to extend the draft plan approval for Revised Draft Approved Plan of Subdivision No. SD2006-1 be received;

THAT the lapsing date for Revised Draft Plan of Subdivision SD2006-1 be extended to June 15, 2020.

SUMMARY

This report relates to a request from Rice Development Company Inc. to extend the draft plan of subdivision approval for the southeast portion of Revised Draft Approved Plan of Subdivision No. SD2006-1 (see Attachments 1 and 2).

BACKGROUND

Mr. Roger Howard, on behalf of Rice Development Company Inc., has requested that Council extend the lapsing date for Draft Approved Revised Plan of Subdivision SD-2006-1, for three years to June 15, 2020 (See Attachment 3). It is only the southeast corner of the original draft approved plan that has yet to be developed.

Rice Development Company Inc. is developing land located on the north side of Main Street East in Grand Bend. In October of 2011 Council granted final approval to the west half of the Draft Approved Plan and extended the draft approval of the east half of the Draft Approved Plan to June 15, 2014. The west half of the development was registered on February 1, 2012 as Registered Plan No. 25M-42 and the road and services have been constructed and assumed by the Municipality. This portion of the development is comprised of 21 single detached dwelling lots, 1 block for a storm water management facility, 2 multiple family blocks, a commercial block and an open space block.

The next phase of the development is located at the northeast corner of the lands. In September of 2015, Council granted final approval to these lands and a plan was

registered on February 9, 2016 as Registered Plan M-60. This most recent phase is comprised of 27 single detached dwelling lots. The roads and services have been constructed.

The balance of the land remains subject to the Revised Draft Approved Plan of Subdivision, the approval lapsing date of which is being requested to be extended.

ALTERNATIVES TO CONSIDER

None at this time.

RECOMMENDED ACTIONS

Staff recommends that Council receive Report PL 13-2017 and grant an extension to the draft approval lapsing date for Revised Draft Plan of Subdivision SD2006-1 to June 15, 2020.

FINANCIAL IMPACT

The Developer is required to pay a \$500 fee for the draft approval extension.

CONSULTATION

None

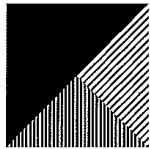


RICE'S ORIGINAL PARCEL SUBJECT OF DRAFT APPROVED
PLAN OF SUBDIVISION



REMAINING UNDEVELOPED LANDS SUBJECT OF DRAFT
APPROVAL EXTENSION REQUEST





RICE
FAMILY MADE

7735 Kennedy Rd. S.
Brampton, ON L6W 0B9
Tel: 905.796.3630
Fax: 905.796.6360

March 21st, 2017

Ms. Patti Richardson
Senior Planner
THE MUNICIPALITY OF LAMBTON SHORES
P.O. Box 610
7883 Amtelecom Parkway
Forest, Ontario
N0N 1J0



Dear Patti:

**RE: RICE SUBDIVISION – GRAND BEND
REQUEST FOR EXTENSION OF DRAFT PLAN APPROVAL
DRAFT PLAN FILE No. SD2006-1**

As you are aware, the above-referenced draft plan of subdivision for the entire Rice property was originally draft approved in June, 2009. Subsequently, Phases 1-3 of the overall plan were registered in 2012 and Phase 4 in 2015. Two, and possibly three, phases remain to be registered.

In May of 2014, Council extended the draft plan approval to June, 2017. As we expect future phases to be registered over the next few years, but not before June, 2017, we are writing to formally request that Council provide for a further draft approval extension of the un-registered lands to June, 2020. This should provide time for the registration of the balance of the lands.

We appreciate your attention to this matter. If there is anything further required at this time in order to make this extension request, please advise at your earliest convenience.

Yours truly,

RICE DEVELOPMENT CORP.

Roger Howard

THE MUNICIPALITY OF LAMBTON SHORES

Report PL 14-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Patti Richardson, Senior Planner
RE: Implementing By-law
Zoning By-Law Amendment Application ZO-01/2017
Location: 7545 Riverside Drive, Port Franks

RECOMMENDATION:

THAT Report PL 14-2017 relating to the Implementing By-law for Zoning By-law Amendment Application ZO-01/2017 submitted by Brian and Debbie Dehetre be received; and

THAT the Implementing By-law be approved.

SUMMARY

This report relates to a zoning by-law amendment application submitted by Brian and Debbie Dehetre affecting lands known municipally as 7545 Riverside Drive, Port Franks (See Map Attachment 1).

BACKGROUND

At their March 28, 2017 meeting, Council considered Zoning By-law Amendment Application ZO-01/2017 submitted by Brian and Debbie Dehetre and passed the following resolution:

17-0328-14 Carried

THAT Zoning By-law Amendment Application ZO-01/2017, submitted by Brian and Debbie Dehetre, requesting an amendment to Zoning By-law 1 of 2003 as it affects lands known as 7545 Riverside Drive, Port Franks, to change the zoning on the lands from Commercial - 12 (C12) to a site specific Residential - 5.5 (R5-5) Zone and a site specific Holding 16 (H16) Zone to permit the existing building on the existing lot to be used as a multiple dwelling with a maximum of 6 dwelling units be APPROVED, subject to the implementing by-law containing the following conditions that must be satisfied before the Holding 16 (H16) zone is removed:

- A new tertiary septic system being installed on the property to the satisfaction of the County of Lambton and the Municipality; and
- A building permit being applied for and obtained for the 2 existing units on the ground floor of the building and those portions of those units which the Municipality has reason to believe have not been constructed in compliance with the Act, being uncovered to the satisfaction of the Municipality; and
- Permits being obtained from the Ausable Bayfield Conservation Authority.

Therefore, I have prepared the amending zoning by-law for Council review and approval (See By-law Section of the Agenda)

ALTERNATIVES TO CONSIDER

None at this time.

RECOMMENDED ACTIONS

That Planning Report 14-2017 be received and that the By-law to implement the amendments to the Zoning By-law be approved.

FINANCIAL IMPACT

None at this time.

CONSULTATION

None

ATTACHMENT 1



THE MUNICIPALITY OF LAMBTON SHORES

Report PL 15-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Patti Richardson, Senior Planner
RE: Deeming By-law
Shaun and Shannon Prout
8 Water Street and 18 Palace Street, Forest

RECOMMENDATION:

THAT Report PL 15-2017 regarding a request to deem lots in Registered Plan 22 (FO) not to be lots in a registered plan of subdivision be received; and

THAT a By-law be approved deeming Lot 108 and 110, Registered Plan 22 (FO), not to be lots in a registered plan of subdivision

SUMMARY

This report relates to a request from Shaun and Shannon Prout, to deem lots they own not to be lots in a registered plan of subdivision so they will merge into one lot (See Attachment 1).

BACKGROUND

Shaun and Shannon Prout own lands known municipally as 8 Water Street and 18 Palace Street in Forest, which are described as Lots 108 and 110 and Part of Lot 111, Registered Plan 22 (FO) (See Map, Attachments 2 and 3). Their home is located on Lots 110 and Part Lot 111 and fronts on and gains access from Water Street. They intend on building an accessory building on Lot 108. The Zoning By-law does not permit an accessory building on a lot without a dwelling, so in order for the Prout's to construct an accessory building on Lot 108, the lots need to merged into one lot. In order for the Lot 108 to merge with Lot 110 and Part Lot 111 Council must deem Lots 108 and 110 not to be lots in a registered plan of subdivision. The balance of the lands, Part Lot 111 is a part lot and will automatically merge with Lots 108 and 110 after the deeming By-law is registered on the title of the lands.

Both Lots 108 and 110 have lot areas of 809 m² and a lot frontage of 20 metres. Part Lot 111 has a lot area of 404.5 m² and a lot frontage of 10 metres. The lands are zoned Residential 1 (R1) in the Lambton Shores Zoning By-law 1 of 2003. The Residential 1

zone requires that a single detached dwelling lot provide a minimum lot area of 500 m² and a lot frontage of 15 metres. The merged lot complies with these minimums.

Section 50(4) of the Planning Act, permits Council to pass a by-law designating any part of a registered plan of subdivision, which has been registered for more than 8 years, not to be a registered plan. Plan 22 has been registered for well in excess of 8 years.

In order to affect the merging, Council is required to pass a deeming by-law under Section 50(4) of the Planning Act. Included in the By-law Section of the agenda is a deeming by-law for Council review and approval. The deeming is enacted when the By-law is registered on the title of the lands.

ALTERNATIVES TO CONSIDER

None at this time.

RECOMMENDED ACTIONS

That Council receive Report PL 15-2017 and approve a by-law deeming Lots 108 and 110, Registered Plan 22 (FO) not to be lots in a registered plan of subdivision.

FINANCIAL IMPACT

A fee of \$400.00 was paid

CONSULTATION

None

ATTACHMENT 1

Municipality of Lambton Shores
7883 Amtelecom Parkway
Forest, ON N0N 1J0

January 27, 2017

To Mayor Weber and Members of Council:

We are would like the members of the Lambton Shores Council to deem to following properties as one (1) lot:

- 8 Water Street, Forest (Plan 22, Lot 110, Pt Lot 111); and 380-030-27600
- 18 Palace Street, Forest (Plan 22, Lot 108) 380-030-27700

We are the current owners of both properties and intend to build an accessory building on the second lot if this merger is approved.

Regards,


Shaun and Shannon Prout
519-331-8651 and 519-312-1020

ATTACHMENT 2



LANDS SUBJECT OF DEEMING BY-LAW REQUEST

ATTACHMENT 3



THE MUNICIPALITY OF LAMBTON SHORES

Report PL 16-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Patti Richardson, Senior Planner

RE: Encroachment Agreement for the Commercial Use of Municipal Property
Richard and Robin Cook
6 Main Street West, Grand Bend

RECOMMENDATION:

THAT Report PL 16-2017 regarding an encroachment agreement with Richard and Robin Cook for the commercial use of municipal property be received, and;

THAT the encroachment agreement between Richard and Robin Cook and the Municipality of Lambton Shores affecting the municipal sidewalk in front of lands known as 6 Main Street, West in Grand Bend to allow a sidewalk café be approved.

SUMMARY

This report relates to a request by Richard and Robin Cook, operators of a business at 6 Main Street West in Grand Bend (see Map, Attachment 1), to use part of the municipal sidewalk in front of their business for a sidewalk café (see Attachment 2 and 3).

BACKGROUND

The Cooks are again requesting permission to place three 3 sets of tables and chairs on the municipal sidewalk in front of their current business (akSence) located at 6 Main Street West, in order that their patrons can sit and drink coffee and eat the baked goods available for sale in their business. The Cooks had an agreement with the Municipality in both 2015 and 2016 to allow the same table and chair placement.

In 2014, the streets by-law (By-law 28 of 2005), was amended to allow cafes and patios associated with businesses abutting Municipal sidewalks to be established on the sidewalk under certain conditions, including the need to enter into an encroachment agreement with the Municipality.

Staff has reviewed the request in light of regulations and find that the request complies with the regulations.

The encroachment agreement required by the regulations has been prepared and is attached for Council's review and approval (See Attachment 4). This agreement is identical to the 2016 agreement.

ALTERNATIVES TO CONSIDER

None at this time.

RECOMMENDED ACTIONS

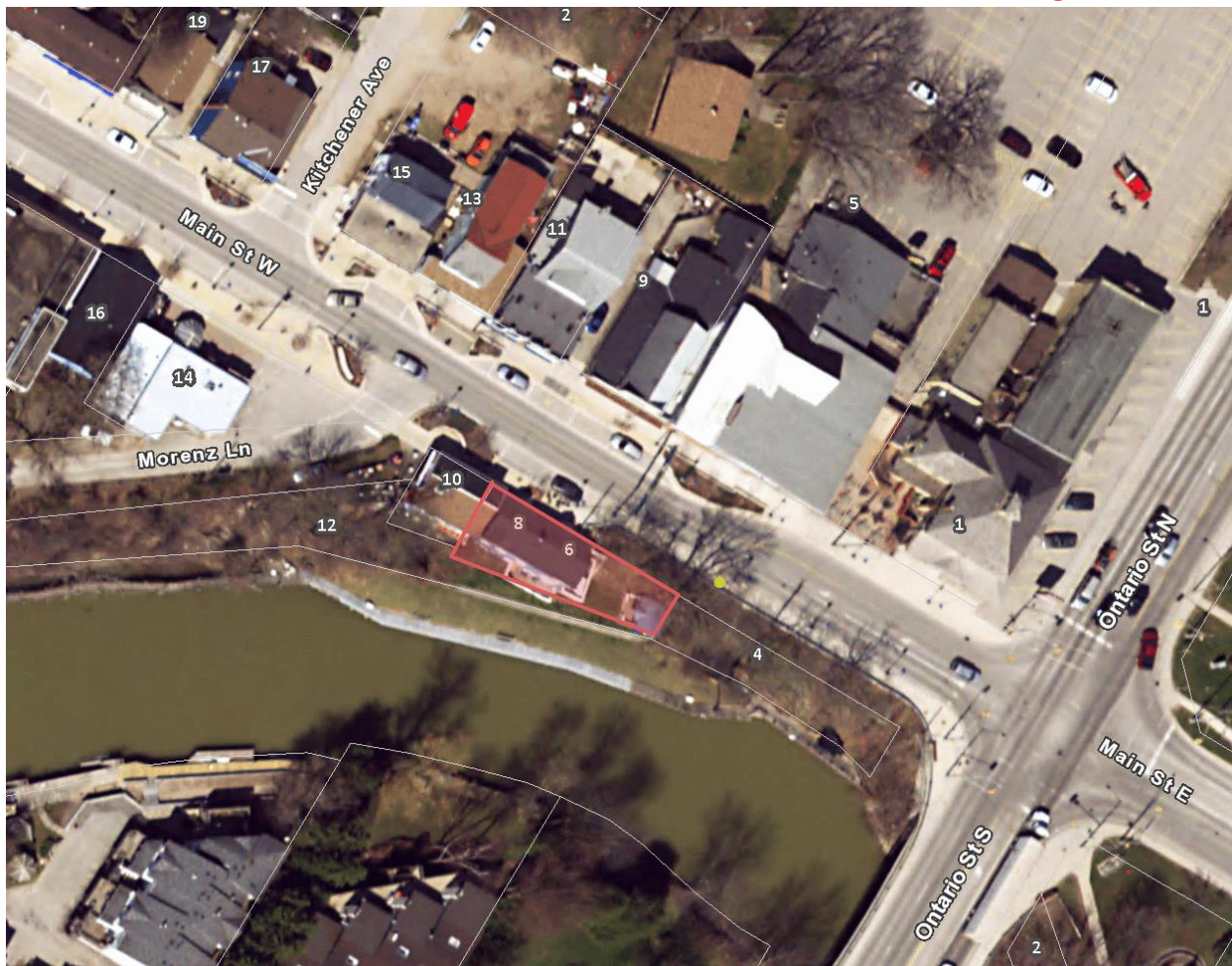
That Council receive Report PL 16-2017 and approve a by-law authorizing the encroachment agreement with the Richard and Robin Cook.

FINANCIAL IMPACT

A fee of \$350 will be paid if approved by Council.

CONSULTATION

None



SUBJECT LANDS

ATTACHMENT 2

Richard and Robin Cooke
akSence
6-8 Main Street
Grand Bend, ON, N0M 1T0
January 19, 2017

LAMBTON SHORES
Grand Bend Office

MAR 23 2017

RECEIVED

Ms. R. Brandon
Council and Committees
Municipality of Lambton Shores
7883 Amtelecom Parkway
Forest, Ontario, Canada
N0N 1J0

SIDEWALK CAFE

Dear Ms. R. Brandon:

We are writing to you to apply to Lambton Shores to put 2 x 60cm tables with two chairs per table up against the front of 6-8 Main Street, Grand Bend and 1 x 60cm table and 2 chairs in the corner of the building for the fourth year.

Our 2 Million Liability Insurance does cover the chairs and tables and I have requested a letter from our insurance company as proof.

We have attached a diagram to show the placement of the above mentioned chairs and tables as requested.

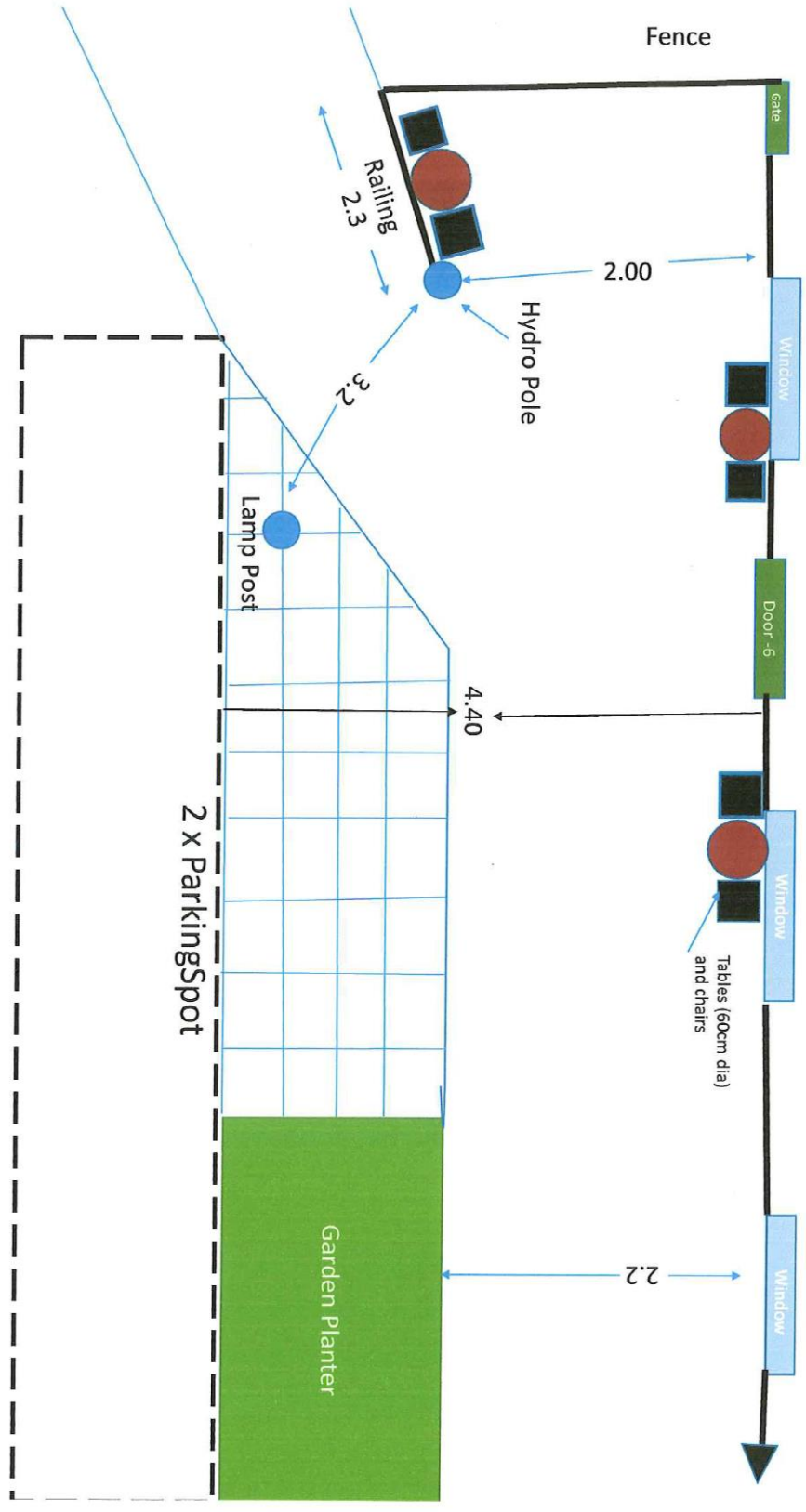
We understand there will be an encroachment fee that will be payable once approval from council is granted.

Please contact us should you require any further information in order for this to be put this request in front of council.

Kind regards

Richard and Robin Cooke.

akSence
6-8 Main Street
Grand Bend, ON
N0M 1T0
226-377-1851



ENCROACHMENT AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 2017

BETWEEN:

RICHARD AND ROBIN COOK

hereinafter called the "Operator" of the FIRST PART

- AND -

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

hereinafter called the "Municipality" of the SECOND PART

WHEREAS the Operator has requested permission from the Municipality to install a sidewalk café, as defined below, which encroaches on Municipal property;

“Sidewalk Cafe” means a group of tables and chairs and other accessories situated and maintained upon a public sidewalk for the use and consumption of food and beverages sold to the public from, or in an adjoining or adjacent indoor restaurant or retail store which is located immediately against the building façade. A sidewalk café shall not be fenced and no table service or consumption of alcohol is permitted.

AND WHEREAS the Operator is the operator of a business located at Lot 34, Plan 9 (GB) known as **6 Main Street**, (the “Property”) which abuts the municipal property for which the encroachment is requested;

NOW THEREFORE this Agreement witnesseth that the Parties hereby acknowledged, covenant and agree each with the other as follows:

1. The sidewalk cafe shall comply with all other provisions of applicable bylaws of the Municipality of Lambton Shores.
2. 2 metres of clear unobstructed pedestrian access shall be maintained around the sidewalk cafe at all times.
3. The sidewalk cafe shall operate from May 1, 2017 to November 1, 2017.
4. The sidewalk cafe shall be for the sole purpose of the consumption of food and beverage associated with the adjacent retail store.

5. No food preparation shall be permitted in the sidewalk cafe. This provision includes the use of an outdoor barbeques.
6. No audio speakers shall be permitted on the sidewalk café and speaker sound from the adjacent retail store is to be directed into the building rather than projecting out to the sidewalk café.
7. The maximum area of the sidewalk café is as shown on Attachment 1.
8. All tables and chairs shall be constructed of a sturdy weather resistant material, shall not exceed 1.2 metres in height and shall be kept clean.
9. All fixtures associated with the sidewalk café shall be removed from the municipal sidewalk on a nightly basis when the associated business closes.
10. The Operator shall keep the sidewalk patio free from papers, garbage, rubbish and debris of any kind.
11. The Operator acknowledges that plan showing the location of the sidewalk cafe comprises Schedule "A" to this agreement.
12. The location of the sidewalk cafe shall be in accordance with Schedule "A"
13. No awnings shall be permitted on the sidewalk cafe but umbrellas are. No umbrella shall project into the required minimum pedestrian access.
14. The sidewalk cafe shall be installed at existing grade.
15. No retail sale of goods is permitted in the sidewalk café.
16. Music and entertainment provided to patrons of the sidewalk café shall not be amplified.
18. The Municipality or any public utility shall have the right to enter any portion of the sidewalk cafe at any time for the purpose of installing, maintaining or repairing pipes, cables, sidewalks, wires, poles and other installations.
19. All outstanding Municipal accounts against the Property are paid in full before the execution of this Agreement.
20. All taxes, charges and existing local improvements assessed against the Property are paid in full as of the date of signing of this Agreement. Such payments are to be made to the Municipality before the execution of this Agreement and a certificate of payment from the Treasury department will be proof that all outstanding charges are paid in full.

21. The Operator shall take out and maintain, at its expense, personal liability and property damage insurance in the minimum amount of \$2,000,000.00, such policy to name the Corporation of the Municipality of Lambton Shores as co-insured and to provide proof of such insurance to the Municipality. **If the insurance policy lapses during the term of this agreement, the permission for the sidewalk café is revoked until such time as the Municipality receives a valid insurance policy meeting the requirements of Section 16 of this agreement.**
22. The Operator hereby agrees to indemnify and save harmless the Municipality against any and all losses, costs (including legal costs of a solicitor and his client basis), claims, liabilities, expenses or damage sustained, incurred or arising from this Agreement.
23. The term of this Agreement shall expire on November 1, 2017, and on such date the sidewalk cafe shall be removed forthwith at the expense of the owner.
24. In the event the sidewalk cafe is removed, this Agreement is hereby terminated.
25. This Agreement is not transferable.
26. The Operator hereby acknowledges the Municipality's right to control the operation of the sidewalk cafe, and any violation of the terms of this agreement may result in suspension or termination of the permission granted. In addition, the Municipality has the right to terminate this Agreement if in the Municipality's view complaints are not being addressed to the Municipality's satisfaction.

IN WITNESS WHEREOF the Operator and the Municipality have affixed their respective corporate seals over the hands of their duly authorized signing officers.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness

Richard Cook

Robin Cook

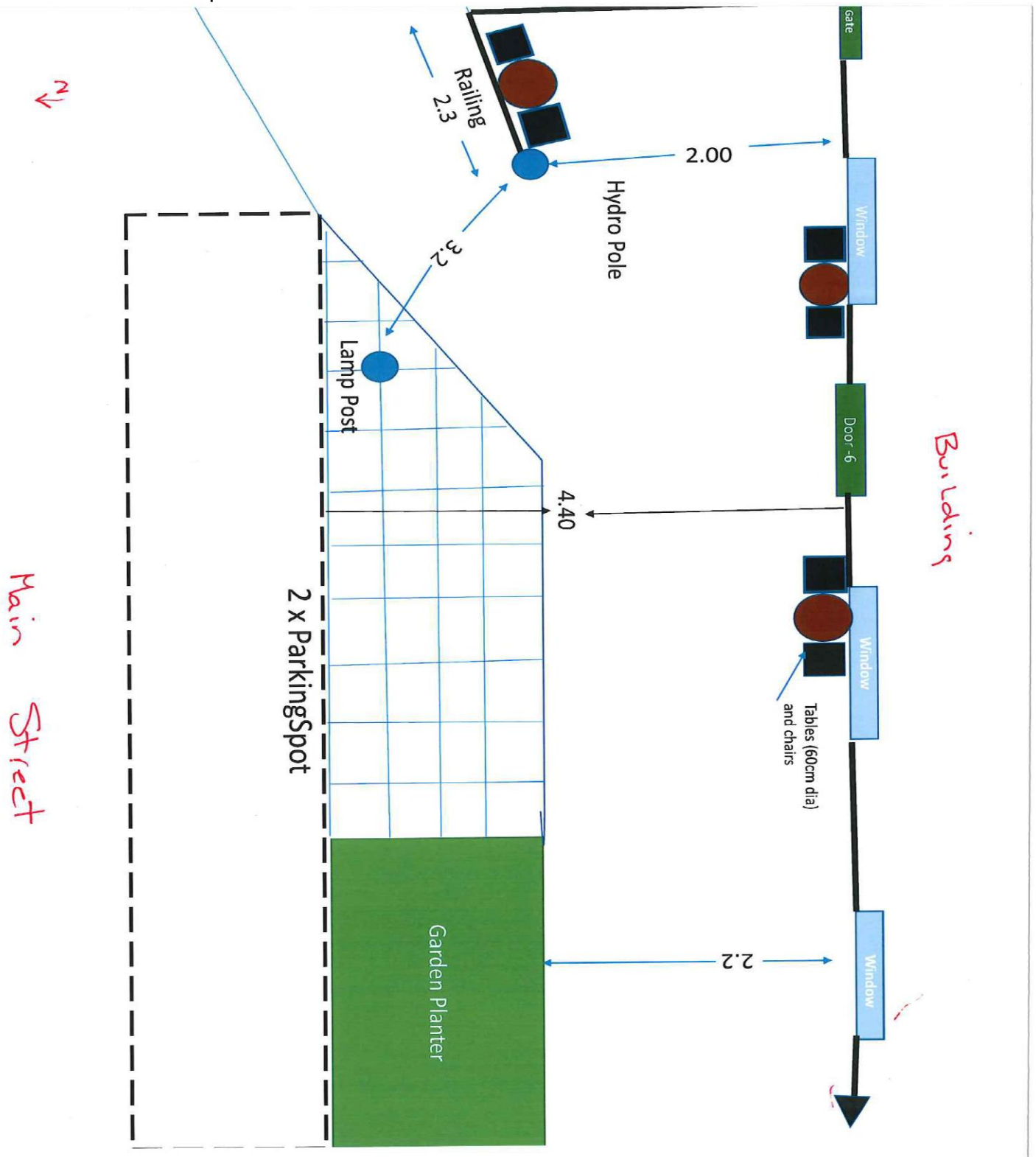
**THE CORPORATION OF THE
MUNICIPALITY OF LAMBTON HORES**

Bill Weber, Mayor

Nancy Wright-Laking, Clerk

SCHEDULE "A"

This is Schedule "A" to the encroachment agreement dated _____, 2017 between the Corporation of the Municipality of Lambton Shores and Richard and Robin Cook to which it is attached and forms a part.



THE MUNICIPALITY OF LAMBTON SHORES

Report PL 17-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Patti Richardson, Senior Planner

RE: Request to Waive Site Plan Application and Agreement Fees
and Building Permit Fees for an Addition to Knox Presbyterian Church
182 Main Street, Thedford

RECOMMENDATION:

THAT Report PL 17-2017, respecting a request from Knox Presbyterian Church Board of Managers to grant some relief from the Site Plan Application and Agreement Fees and Building Permit Fees for a proposed addition onto Knox Presbyterian Church, located at 182 Main Street, be received; and

THAT Council provide direction to Staff on this matter.

SUMMARY

This report relates to a letter received from Dianne Rice, Clerk of Session and Don Johnson, Chair, Board of Managers, of Knox Presbyterian Church in Thedford, requesting a reduction to the Site Plan Application and Agreement Fees and Building Permit Fees for a proposed addition to the Church located at 182 Main Street in Thedford (see Letter, Attachment 1 and Location Map, Attachment 2).

BACKGROUND

Knox Presbyterian Church in Thedford is planning to construct a substantial addition onto the rear of the existing church. Staff has been discussing the site plan approval and building permit processes and fees related to the project with members of the congregation. Based on the information provided by Staff, the Church members have projected that the following fees will be required to be paid to the Municipality:

Site Plan Approval

Site Plan Application Fee:	\$1,500.00
Security Deposit for site engineering review	\$2,000.00
Legal fee for Site Plan Agreement Registration	\$ <u>400.00</u>

TOTAL	\$3,900.00
--------------	-------------------

Building Permit

Estimated Building Permit fee based on size of the addition: \$2,000.00

Final Inspection Security Bond \$ 250.00

TOTAL **\$2,250.00**

Through the attached letter, the Church is requesting that Council considered granting some relief from these fees.

For Council's information, staff does not recall Council granting relief to these fees for any other projects in the past. Staff requires direction from Council on this matter.

ALTERNATIVES TO CONSIDER

None

RECOMMENDED ACTIONS

That Report PL 17-2017, respecting a request from Knox Presbyterian Church Board of Managers to grant some relief from the Site Plan Application and Agreement Fees and Building Permit Fees for a proposed addition onto Knox Presbyterian Church, located at 182 Main Street, be received; and

That Council provide direction to Staff on this matter.

FINANCIAL IMPACT

Depending on the decision of Council, there could be a negative impact to projected 2017 revenues with no offsetting reduction to the municipal costs of project review, administration and inspection.

CONSULTATION

None



Knox Presbyterian Church
Thedford



March 20, 2017

Municipality of Lambton Shores

Dear Council,

We are writing to you concerning the plans for our church to build an addition to our current building. In a campaign called "GROUNDED IN FAITH, GROWING TO SERVE" we are delighted with the response of the congregation in their financial support.

In our planning, we have been pleased with the help of Ms. Patti Richardson and her wisdom and support. In our budgeting, we have been careful to include the various costs for permits and fees, in compliance with all by-laws and procedures. This letter is to request some consideration from Council with regard to the various fees:

\$400 site plan registration
\$2,000 site plan review
\$1,500 site plan application
approximately \$2,000 building permit fee
\$250 final inspection security bond (to be returned upon completion)

We propose some relief from some of these fees, in lieu of services Knox Church provides the area as part of our commitment to serve our community

- Grief support, financial education, parenting education and support groups
- youth group
- partnership with North Lambton Community Health Centre to offer "Family Supper Night" programs, where families prepare a meal together and learn skills in meal preparation and planning, and social skills in conversation

Rev. Dr. Christine O'Reilly, Pastor

Church Address: 182 Main Street, Box 56, Thedford, ON Canada N0M 2N0

Home/Office Address: 7745 Alfred Street, Port Franks, ON Canada N0M 2L0

www.kpcthedford.on.ca

Phone: 519-243-3862 Cell: 519-476-4086 email: corly@execulink.com

- partnership with Grand Bend Community Health Centre to offer a community coffee group
- offer our property for local community parades at Christmas and Funion Days to marshal and prepare
- children's summer program
- weekly knitting group for seniors
- Vacation Bible Camp
- mentor program at Bosanquet Central School
- awards for students citizenship and development at Bosanquet Central School
- assistance for individuals and families who need financial help in paying bills, having enough food, school supplies for children, etc.

We believe that all of the above, and more, are important to our reason for being, and continue to look for ways to serve all of Lambton Shores, and make our community, especially, a great place to live, work, and raise families. It is our delight and duty to serve.

We are asking only for your consideration in some relief for these above listed fees. We look forward to continued good partnerships with the municipality and local organizations for the good of all, not just our members. It's our vision that the new addition (classrooms, meeting room, youth room, baby room) will be useful to the community.

Thank you very much.

sincerely,



Dianne Rice, Clerk of Session



Don Johnson, Chair, Board of Managers

Rev. Dr. Christine O'Reilly, Pastor
 Church Address: 182 Main Street, Box 56, Thedford, ON Canada N0M 2N0
 Home/Office Address: 7745 Alfred Street, Port Franks, ON Canada N0M 2L0
www.kpcthedford.on.ca
 Phone: 519-243-3862 Cell: 519-476-4086 email: corly@execulink.com



SUBJECT LANDS

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 23-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Steve McAuley, Director of Community Services
RE: Utter Park Concession Operating Agreement

RECOMMENDATION:

THAT Report DCS 23-2017 regarding the “Utter Park Concession Operating Agreement” be received; and

THAT the Municipality enter into an agreement with the Lambton Lightning Athletic Association for the Utter Park Concession Operations for the 2017 ball season; and

THAT the By-law authorizing the Mayor and Clerk to sign the associated agreement be approved.

SUMMARY

This report seeks Council approval to enter into a licence agreement with the Lambton Lightning Athletic Association for the operation of the Utter Park Concession for the 2017 baseball season.

BACKGROUND

In 2016, significant renovations occurred at the Utter Park in Arkona, which included: upgrades to the baseball diamond infield, lighting, fencing and dugouts. Also included in this project was an update to the concession building that would allow for concession services to continue.

In past years the concession was operated by the Arkona Recreation Committee. The Committee was permitted to operate the concession with no rent or profit sharing to the Municipality. In exchange, the Committee cleaned the washrooms, provided general cleaning around the facility, and was responsible for garbage collection throughout the park. At the end of the 2016 baseball season, the Arkona Recreation Committee provided notification that they would no longer be involved in the operations of Utter Park since the Committee members were planning to retire.

At the beginning of 2017, a request for “Expressions of Interest” was released for the operation of the concession at Utter Park by a local community organization. One response was received from the Lambton Lightning Athletic Association.

The Lambton Lightning Athletic Association began in 2016 as a new youth baseball organization playing out of Thedford and Arkona baseball diamonds. The organization started last year with one team, and has grown in 2017 to three teams. The organization is governed by a Board of Directors, which includes a Treasurer, President and Vice President.

Staff have consulted with the Association, and have developed a draft agreement for Council consideration (attached). The agreement is for the 2017 season, with an option to renew at the end of the season.

It is recommended that the agreement fee be set in the amount of \$1.00 as the operation is proposed as a fundraising venture for the Association. The Association will be responsible for garbage collection, and all general cleaning associated with the facility and concession area. The Municipality will provide general maintenance such as grass cutting, building repairs and payment of utilities. Annual costs of utilities at the concession building are unknown as this area is not metered separately from washrooms or baseball diamond lights. This is comparable to the arrangement that the Municipality held with the former Arkona Recreation Committee.

Per the agreement, the Association is required to consult with Lambton Public Health for safe food handling practices, and will also provide the Municipality with insurance coverage in the amount of \$2 million. The Association is responsible for setting operational hours of the concession, and will work with existing users to determine weekly operational hours as well as coverage for special events.

ALTERNATIVES TO CONSIDER

There are no alternatives presented at this time. The Lambton Lightning Athletic Association was the only organization to respond to the Expression of Interest for the operation of the concession at Utter Park. Staff have consulted with the Association to develop the draft agreement, which is comparable to past arrangements at the facility. The Association will provide a level of service at the concession at Utter Park that residents and facility users are accustomed to.

RECOMMENDED ACTIONS

THAT Report DCS 23-2017 regarding the “Utter Park Concession Operating Agreement” be received; and

THAT the Municipality enter into an agreement with Lambton Lightning Athletic Association for the Utter Park Concession Operations for the 2017 baseball season; and

THAT the by-law authorizing the Mayor and Clerk to sign the associated agreement be approved.

FINANCIAL IMPACT

There is no direct financial impact associated with this report. With the approval of the agreement, the Municipality will resume normal operations at Utter Park that are at a level consistent with previous years.

CONSULTATION

Community Services staff consulted with the Lambton Lightning Athletic Association for the preparation of the agreement.

ATTACHMENT

Draft Licence Agreement – Utter Park Concession

THIS LICENSE AGREEMENT is made the day of , 2017
BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES
(Hereinafter called the "Municipality")
OF THE FIRST PART

AND

SHAWN DICKEY, PRESIDENT OF "LAMBTON SHORES LIGHTNING ATHLETIC ASSOCIATION"
(Hereinafter call the "Operator")
OF THE SECOND PART

WHEREAS Shawn Dickey is representing the Lambton Shores Lightning Athletic Association (the "Operator) as a youth baseball organization;

AND WHEREAS the Operator is desirous of using the concession area at 7266 Arkona Road, Arkona known as The Utter Park ("Licensed Premises") for the purposes of a concession operation, which will serve as a fundraising opportunity for the Operator;

AND WHEREAS: It is deemed expedient to outline the roles and responsibilities of each of the parties;

NOW THEREFORE WITNESSETH that for and in consideration of the premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. The Municipality hereby grants leave and license and full permission and authority to the Operator to enter upon, occupy, use and enjoy the licensed premises for the specific purposes of a Concession Operation in accordance with the terms set out herein.

2. TERM OF LICENSE

The term of this License shall commence April 26, 2017 and expire October 15, 2017. Once the term has expired, the right of the Operator to occupy the concession area is terminated.

An option to renew is included in this Agreement, subject to approval by both parties.

3. UTILITY AND CLEANING COSTS

All utility costs will be borne by the Municipality.

The Operator is responsible for all costs associated with the cleaning of the licensed premises.

3(b). CLEANING

The Operator is responsible for:

- Cleaning and stocking the washrooms adjacent to the concession building, a minimum twice weekly and before and after special events.
- Cleaning the bar area prior to, and after, special events.
- Ensuring the pavilion area is kept clean and free of litter.
- Collecting garbage/recycling throughout the park on a weekly basis, including taking garbage/recycling to the road for collection.
- Reporting any facility problems to the Municipality.

The Municipality is responsible for:

- Providing paper towels, toilet paper and hand soap for the washrooms.
- Providing garbage bags and waste receptacles.

4. LICENSE FEE

The license fee is \$1.00 for the term of this agreement and is due on signing.

5. INSURANCE

The Operator shall provide insurance on all equipment and furniture for which it claims exclusive use. The Operator's policy shall include bodily injury, property damage, products and completed operations, tenant's legal liability, employer's liability, cross liability and severability of interest and blanket contractual coverage.

The Operator shall carry liability insurance in an amount not less than \$2 million on a per occurrence basis which includes the Municipality as an additional insured, and will provide a copy of the policy and a certificate of insurance which evidences all of the coverage requirements to the Municipality at the time of the signing of the Agreement.

The Operator shall provide the Municipality with 30 days prior written notice of any policy cancellation or termination.

6. SIGNAGE

The Municipality must approve all signage prior to it being erected on the building or elsewhere on the property.

7. OPERATION AS A CONCESSION

- 7.1 The Operator will ensure that all concession staff have successfully completed food handler certification training and will provide copies of the certificates to the Municipality. Food handler certificates must be provided no less than one month after the signing of the agreement.
- 7.2 The Operator will ensure that all policies and procedures regarding food safety and safe handling practices are followed. The Operator will maintain regular contact with Lambton Public Health to complete inspections and adhere to guidelines and recommendations set forth by Lambton Public Health. Any expenditure necessary to comply with Public Health Inspections will be the responsibility of the Operator.
- 7.3 The Licensed Area will be used only for the purpose of selling concession goods and miscellaneous baseball supplies to the general public.
- 7.4 The Operator agrees to keep the Licensed Premises and surrounding area in an orderly, neat and clean condition at all times and to keep the said areas in a good state of repair. This includes regular cleaning and sanitizing of tables and other surfaces, sweeping and garbage collection and removal in the area surrounding the Licensed Premises. The Operator will be invoiced for any additional cleaning of the concession as deemed necessary by the Municipality.
- 7.5 The Operator will maintain continuous contact with regular facility users regarding their schedules and special events or games and will make every effort to have the Concession open during these times.
- 7.6 The Operator will operate and manage all aspects of the concession.
- 7.7 The Operator will manage and retain the revenues from the concession.
- 7.8 The Operator is not authorized to order product on existing Municipal accounts and must arrange for account set up on its own accord.

8. EQUIPMENT

Existing equipment is provided in an “as is” condition. Maintenance is the responsibility of the Operator during the term of this agreement.

9. POSSESSORY INTEREST

It is the intention of the parties to this Agreement that the agreement between the two parties for occupancy by the Operator does not create a possessory interest or any other interest in real property and the property shall remain the sole property of the Municipality.

10. MODIFICATIONS TO THE BUILDING

Prior written approval by the Director of Community Services is required before any modifications are made to the Licensed Premises.

11. GENERAL CONDITIONS

- 11.1 The Municipality reserves the right to use the concession area at times when the concession would not normally be operating or in the event of an emergency.
- 11.2 The Municipality may inspect the Licensed Premises at any time.
- 11.3 The Operator acknowledges that the Municipality is not responsible for lost, stolen or damaged equipment belonging to the Operator.
- 11.4 The Operator shall reimburse the Municipality for all expenses, damages, loss or fines incurred or suffered by the Municipality by reason of any breach, violation or non-performance by the Operator of any covenant or provision of this agreement or by reason of damage to the premises, persons or property caused by the Operator, its employees or agents or persons visiting or doing business with the Operator.
- 11.5 Failure to provide the required proof of insurance or annual payment when due will be considered a fundamental breach of the terms of the license agreement and the municipality may cancel the license, and the Licensee would have no further right of use of the property.

12. REPORTING

The Operator will provide the Municipality with a year-end financial statement for the concession operation, with proof of how revenue is being used to support the Lambton Lightning Athletic Association as the sole benefactor of any profit gained from the concession operation.

13. NOTICE OF TERMINATION

If either the Operator or the Municipality wishes to terminate this license prior to the end of the term created by this Agreement, notice to that affect will be given in writing NOT LESS THAN SIXTY (60) DAYS. The Operator agrees and acknowledges that a notice to terminate the license as described above shall be delivered or mailed to the offices of the Municipality at:

The Municipality of Lambton Shores
7883 Amtelecom Parkway
Forest, ON N0N 1J0

The Municipality agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

Lambton Shores Lightning Athletic Association
c/o Shawn Dickey, President
PO Box 214
Thedford, ON N0M 2N0

EXCEPTION: In the case that the “licensed premises” is required by the Municipality for municipal purposes, the Municipality can give notice of termination of the agreement to the Operator, providing LESS THAN SIXTY (60) DAYS notice.

14. INDEMNITY

The Operator agrees to indemnify and save the Municipality and the Municipality’s employees, officers and agents harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the Operator. The Operator shall respond to any such matter by engaging legal counsel to represent the Municipality’s interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

The Operator is required to indemnify the Municipality for expenses incurred. If a claim arises, the Operator shall indemnify the Municipality to the extent that the Municipality has not acted with negligence or willful intent.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of

(I have the authority to bind the organization)
Shawn Dickey, President of Lambton Shores Lightning Athletic Association

(I have the authority to bind the organization)
Trish Wilcox, Treasurer of Lambton Shores Lightning Athletic Association

THE CORPORATION OF THE
MUNICIPALITY OF LAMBTON SHORES

Mayor Bill Weber

Clerk, Nancy Wright-Laking

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 24-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Steve McAuley, Director of Community Services

RE: 2017 Operating Budget – Port Franks Marina Dredging Tender Award

RECOMMENDATION:

THAT Report DCS 24-2017 regarding the tender award for the 2017 Port Franks Marina Dredging Project be received; and

THAT the tender from Huron District Contracting for the 2017 Port Franks Marina Dredging Project be accepted; and

THAT the appropriate By-law, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.

SUMMARY

This report presents a summary of the tender award for dredging services in the Port Franks Marina and Navigable waterway. Staff is recommending award to Huron District Contracting Limited.

BACKGROUND

On an annual basis Lambton Shores tenders for dredging services at the Port Franks Marina. The marina is prone to build ups of silty material from the Ausable River Cut. The annual spring dredging ensures that boaters have a safe navigable waterway and access to docking facilities within the Municipally owned and operated Marina.

Tenders for this project were released on March 28, 2017 and closed on April 11, 2017 with 2 submissions. The results are presented below:

Contractor	Tender (Including HST)	Tender (Net of HST)
Huron District Contracting Limited	\$ 33,730.50	\$ 30,375.36
Overholt Excavating Services	\$ 36,612.00	\$ 32,970.24

The Community Services department tendered this project based on historical knowledge of areas which typically require attention. Depths and areas requiring work

are verified by Community Services staff prior to the commencement of dredging through use of sounding equipment and a boat. A final work plan is generated prior to the permitted dredging period in early May to allow the contractor to focus on priority areas and maximize the benefits of the dredging project.

Staff have had the opportunity to review and confirm the low tender. The bid document was found to be complete, is acceptable contractually, the tenderer is an experienced contractor having completed the same work for Lambton Shores in previous years, and the bid is within the budget allocation. As such, staff recommend award of the tender from Huron District Contracting Limited for the net of HST price of \$30,375.36.

ALTERNATIVES TO CONSIDER

No other alternatives are presented at this time. The tender for this project was released in keeping with the Municipality's Purchasing Policy to ensure the Municipality is receiving market competitive price for the contracted work.

RECOMMENDED ACTIONS

THAT Report DCS 24-2017 regarding the tender award for the 2017 Port Franks Marina Dredging Project be received; and

THAT the tender from Huron District Contracting for the 2017 Port Franks Marina Dredging Project be accepted; and

THAT the appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.

FINANCIAL IMPACT

The net of HST price of the tender from Huron District Contracting is \$30,375.36. There is an amount of \$85,000 within the 2017 Operating Budget in Harbours – Port Franks Harbour – Dredging from which this project is funded. The River Mouth Prop Washing "Mitoi" Contract value of \$53,424 (2017 contract value Net HST) is also funded from the same budget.

CONSULTATION

Tender reviews were completed internally by Community Services Staff. Budget details confirmed by Treasurer.

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 25-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Steve McAuley, Director of Community Services

RE: Dark Sky Information Report

RECOMMENDATION:

THAT Report DCS 25-2017 regarding Dark Sky initiatives be received; and

THAT Staff be directed to prepare a policy for Council approval that requires Dark Sky compliant outdoor light fixtures to be used for all streetlights and all outdoor fixtures on lands developed under site plan control.

SUMMARY

Dark Sky is an initiative some municipalities have endorsed in an effort to reduce light pollution. This report is in response to a Council Resolution requesting information on Dark Skies.

BACKGROUND

At the March 28, 2017 Regular Council meeting, the following resolution was passed:

THAT staff prepare a report on Dark Skies and that the report be returned to the next meeting of Council.

This report is meant to explain the concept of Dark Skies and advise Council of current practices that are moving Lambton Shores toward being a more Dark Sky compliant municipality.

The Dark Sky initiative is aimed at reducing light pollution. Depending on its intensity, light pollution can cause adverse impacts on wildlife, the ecosystem and human health. Much of the current light pollution can be attributed to urbanization that has resulted in significant light “spillage” that shines skyward and blocks out the natural night sky. The majority of this “urbanized light” is created by streetlights.

The leading authority and advocate for Dark Skies is the International Dark-Sky Association (IDA). The IDA was established in 1988 and lists the following as their goals:

- Advocate for the protection of the night sky
- Educate the public and policymakers about night sky conservation
- Promote environmentally responsible outdoor lighting
- Empower the public with the tools and resources to help bring back the night

The IDA maintains a wealth of information on their web site at www.darksky.org.

In order to reduce light pollution, the IDA recommends that outdoor lighting consider the following:

- Only be on when needed
- Only light the area that needs it
- Be no brighter than necessary
- Minimize blue light emissions
- Be fully shielded (pointing downward)

In addition promoting public awareness and acting as an advocate for Dark Skies, the IDA has also created an industry recognized lighting “Fixture Seal of Approval”. This designation is applied to lighting fixtures that “minimizes glare, reduces light trespass and doesn’t pollute the night sky” as defined by the IDA.

A number of Ontario municipalities, particularly in northern Ontario, have adopted some form of by-law or policy/resolution in order to promote the Dark Sky concept. Most of the by-laws grandfather existing outdoor fixtures until such time as they are replaced or until a fixed time elapses (10-20 years). All new and replacement outdoor fixtures are regulated to comply with certain specifications, typically in accordance with IDA Fixture Seal of Approval. Policies and resolutions passed to support Dark Skies typically focus on municipally owned lighting (streetlights and parking lights) and new development regulated through planning processes (site plan control).

As noted above, one of the major light pollution sources has typically been streetlights, as such many municipalities that have a Dark Sky policy that includes requirements for IDA compliant streetlight fixtures. Although Lambton Shores has not officially adopted a Dark Sky policy, the LED replacement streetlight fixtures that were recently installed under the retrofit program are IDA Dark Sky compliant. These fixtures are designed to only shine light down and not emit any light up into the sky.

ALTERNATIVES TO CONSIDER

Council may wish to consider regulating lighting in order to reduce light pollution and encourage Dark Sky compliance. This could be accomplished through either a by-law or by passing appropriate policies. As noted above, a by-law would typically be aimed at all outdoor lighting fixtures including residential, commercial, and industrial whereas Dark Sky policies would generally focus on municipal lighting and new developments regulated through the planning process.

RECOMMENDED ACTIONS

Based on the fact that street lights account for the majority of light pollution, staff is recommending that Council consider adopting a policy that would regulate outdoor lighting for municipal streetlights and outdoor lighting for new developments that are under site plan control.

FINANCIAL IMPACT

There is no financial impact associated with this report.

CONSULTATION

CAO Kevin Williams

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 26-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Steve McAuley, Director of Community Services
RE: RFP Award – Esli Dodge Tennis Court Reconstruction.

RECOMMENDATION:

THAT Report DCS 26-2017 regarding the “RFP Award - Esli Dodge Tennis Court Reconstruction” be received; and

THAT the RFP Award - Esli Dodge Tennis Court Reconstruction, be awarded to Burlington Paving Company Limited, for a proposal price of \$152,476.06 (excluding HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.

SUMMARY

This report presents a summary of the proposal award for reconstruction of the Esli Dodge Tennis Courts. Staff recommends the award to Burlington Paving Company Limited.

BACKGROUND

At its October 4, 2016 meeting, Council passed the following resolution:

16-1004-18 THAT Report DCS 59-2016 regarding the “Esli Dodge Tennis Court Update be received; and

THAT the Esli Dodge Tennis Court reconstruction project be deferred to the spring of 2017 and that the 2016 budget allocation of \$162,000 be placed into a reserve identified for this project.

Carried

The request for proposal (RFP) process was used to enable qualified proponents to propose different methodologies for achieving the objective of the project while ensuring other factors including cost, expediency and experience are all given consideration. The RFP document was released on March 15, 2017 and closed on April 11, 2017 with six submissions.

For this RFP, the following marking criteria were used to determine the best value for dollar for the services:

PROPOSAL CRITERIA	CRITERIA WEIGHTING
Product specification and ability to meet the operational needs of the Municipality	15
Product Warranty	10
Timely Completion Schedule	5
Experience with Tennis Court Construction	25
References	5
Construction Cost	40
Total	100

Staff reviewed the proposals with the following scoring results:

PROPONENT	TOTAL SCORE	PRICE (excluding HST)	PRICE (net HST)
Burlington Paving Company Limited	88	\$152,476.06	\$155,159.64
1197245 Ontario Limited o/a Sevcon Paving	80	\$159,898.72	\$162,712.94
All Season Excavating	71	\$196,567.00	\$200,026.58
Art's Landscaping and Asphalt Paving	70	\$144,499.10	\$147,042.28
Inner-Coast Contractors Ltd.	65	\$167,267.50	\$170,211.41
HC&C General Contracting	61	\$171,727.34	\$174,749.74

In a standard tender, a municipality is obligated to award the contract based on the low bid price received. In a RFP competition, a municipality is obligated to award the contract to the proponent that scores the highest based on the published evaluation criteria. Staff recommends that Council award this project to Burlington Paving Company Ltd. With a total available funding of \$177,000, the project can be undertaken well within budget.

Burlington Paving Company Ltd. is an experienced construction company that has completed numerous small and large scale tennis court construction projects for other area municipalities. The company was also used previously by the Municipality for resurfacing the Port Franks Community Centre tennis courts and staff have no concerns with using the company again. The courts will also be lined for pickleball.

ALTERNATIVES TO CONSIDER

Council may wish to consider postponing the project, if it feels there is a relationship to the potential school relocation initiative. This option is not recommended due to the unknown timelines, the poor existing condition of the facility and the impact on general

community users. In addition to tennis, there is a known interest in use of the courts from community pickleball enthusiasts. Should further deferral of this project be considered by Council, staff would recommend that the courts be decommissioned for the safety of facility users.

RECOMMENDED ACTIONS

THAT Report DCS 26-2017 regarding the “RFP Award– Esli Dodge Tennis Court Reconstruction” be received; and

THAT the RFP Award – Esli Dodge Tennis Court Reconstruction be awarded to Burlington Paving Company Limited for a proposal price of \$152,476.06 (excluding HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.

FINANCIAL IMPACT

The total budget available for this project is \$177,000, including the 2016 budget of \$162,000 (transferred to reserves), \$8,250 from the Forest Community Foundation, and an additional \$6,750 received from the Canada Community Foundation.

The proposal provided by Burlington Paving Company is under budget with a proposal price of \$152,476.06 (excluding HST).

The funding received for the project from the Community Foundations will be utilized with the balance of the project funded from the reserve fund. With the project being under budget, the unused funds will remain in the reserve fund.

CONSULTATION

Proposals were reviewed by Community Services Staff. Budget details were confirmed by the Treasurer.

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 27-2017

Council Meeting Date: April 26, 2017

TO: Mayor Weber and Members of Council
FROM: Steve McAuley, Director of Community Services
RE: 2017 Capital Plan – Tender Award Trailer Mounted Boom

RECOMMENDATION:

THAT Report DCS 27-2017 regarding the tender award for the Supply and Delivery of a Trailer Mounted Boom be received; and

THAT the tender from BlueLine Rental for the supply and delivery of a Trailer Mounted Boom be accepted; and

THAT appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.

SUMMARY

This report presents a summary of the tender award for the purchase of a new Trailer Mounted Boom as approved in the Capital Budget. Staff is recommending award to BlueLine Rental.

BACKGROUND

Lambton Shores has allocated \$100,000 in the Transportation Services portion of the 2017 Capital Plan for purchasing a new trailer mounted boom to replace a 1998 International Bucket Truck. A trailer mounted boom was recommended to replace the truck unit because the initial purchase cost is lower, the expected ongoing maintenance requirements are less time and cost intensive, and the trailer unit can accomplish a similar level of service to that previously delivered by the truck. Community Services staff have had an opportunity to demo this type of equipment prior to the release of the tender in order to ensure that the equipment is suitable for its intended use in Lambton Shores.

Tenders were released on April 5, 2017 and closed on April 19, 2017 with 2 bidders. The results are presented as follows:

Supplier	Tender (including HST)	Tender (net of HST)
BlueLine Rental	\$69,854.34	\$62,906.00
Battlefield Equipment Rentals	\$71,795.68	\$64,654.23

Staff have had the opportunity to review and confirm the low tender. The bid document was found to be complete and is acceptable contractually. As such, staff recommend award of the tender from BlueLine Rental for the tender sum of \$62,906.00 (net of HST).

Once the new equipment is received the Municipality will dispose of the current equipment through a public tender process.

ALTERNATIVES TO CONSIDER

No other alternatives are presented at this time. The tender for this project was released in keeping with the Municipality's Purchasing Policy to ensure the Municipality is receiving market competitive price for the product

RECOMMENDED ACTIONS

THAT Report DCS 27-2017 regarding the tender award for the Supply and Delivery of a Trailer Mounted Boom be received; and

THAT the tender from BlueLine Rental for the supply and delivery of a Trailer Mounted Boom be accepted; and

THAT appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved. approved

FINANCIAL IMPACT

The cost (net HST) of the tender from BlueLine Rental is \$62,906.00. The net of HST cost is below the 2017 approved Capital Budget of \$100,000. The difference between the tender and the budget allocation will remain in the reserve fund.

CONSULTATION

Tender reviews were completed internally by Community Services Staff. Budget details have been confirmed by Treasurer.

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 28-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Steve McAuley, Director of Community Services

RE: Tender Award for Supply and Delivery of Wheeled Payloader

RECOMMENDATION:

THAT Report DCS 28-2017 regarding the tender award for the Supply and Delivery of a Wheeled Payloader be received; and

THAT the tender from Kucera Farm Supply Limited for the supply and delivery of a Wheeled Payloader be accepted; and

THAT appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.

SUMMARY

This report presents a summary of the tender award for the purchase of a new Wheeled Payloader as approved in the Capital Budget. Staff is recommending award to Kucera Farm Supply Limited.

BACKGROUND

Lambton Shores has allocated \$220,000 in the Transportation Services portion of the 2017 Capital Plan for purchasing a new wheeled payloader. The payloader will replace two aged tractor backhoes. The wheeled payloader was recommended in order to improve efficiency of loading sand and salt onto trucks in the winter seasons. This equipment will also provide greater flexibility to the Community Services fleet to be able to undertake a greater variety of construction jobs.

Tenders were released on April 5, 2017 and closed on April 19, 2017 with 5 bidders. The results are presented as follows:

Supplier	Tender (including HST)	Tender (net of HST)
Wajax	\$220,237.00	\$198,330.24
Kucera Farm Supply Limited	\$230,768.04	\$207,813.77
Nortrax Canada Inc.	\$240,934.08	\$216,968.60

C.G. Equipment	\$243,023.45	\$218,850.14
Toromont CAT	\$253,120.00	\$227,942.40

Staff have had the opportunity to review the tenders. Following the review the low tender was rejected as it did not meet the minimum required specifications. The tender of the second low bidder was reviewed and met the minimum specifications. The bid document was found to be complete and is acceptable contractually. As such, staff recommend award of the tender from Kucera Farm Supply Limited for the tender sum of \$207,813.77 (net of HST).

Once the new equipment is received, the Municipality will dispose of the current equipment through a public tender process.

ALTERNATIVES TO CONSIDER

No other alternatives are presented at this time. The tender for this project was released in keeping with the Municipality's Purchasing Policy to ensure the Municipality is receiving market competitive price for the product

RECOMMENDED ACTIONS

THAT Report DCS 28-2017 regarding the tender award for the Supply and Delivery of a Wheeled Payloader be received; and

THAT the tender from Kucera Farm Supply Limited for the supply and delivery of a Wheeled Payloader be accepted; and

THAT appropriate bylaw, authorizing the Mayor and Clerk to sign the associated contract agreement be approved.

FINANCIAL IMPACT

The cost (net HST) of the tender from Kucera Farm Supply Limited is \$207,813.77. The net of HST cost is below the 2017 approved Capital Budget of \$220,000. The difference between the tender and the budget allocation will remain in the reserve fund.

CONSULTATION

Tender reviews were completed internally by Community Services Staff. Budget details have been confirmed by Treasurer.

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 29-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Steve McAuley, Director of Community Services
RE: RFP Award – Grand Bend Boat Launch Repair

RECOMMENDATION:

THAT Report DCS 29-2017 regarding the “RFP Award - Grand Bend Boat Launch Repair” be received; and

THAT the RFP – Grand Bend Boat Launch Repair, be awarded to Birnam Excavating Ltd for the sum of \$49,207.94 (excluding HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.

SUMMARY

This report presents a summary of the proposal award for reconstruction of the Grand Bend Boat Launch Repair. Staff recommends award to Birnam Excavating Ltd.

BACKGROUND

Due to harsh seasonal conditions, one lane of the two-lane boat launch ramp on River Road in Grand Bend has deteriorated to a point that it cannot be safely used. This level of deterioration was not anticipated and as such a specific project budget was not included in the 2017 Capital or Operating Budgets.

A request for proposal (RFP) process was used to procure construction services for this project, which enables proponents to propose different methodologies for achieving the objective of the project while ensuring other factors including cost, expediency and warranty are all given consideration. As this work is fairly unique, and not easy to tender with an exact set of specifications, the Municipality sought to compare different methodologies in order to procure a solution which provides the best value for the Municipality.

The RFP document was released on April 4th, 2017 and closed on April 19, 2017 with four submissions.

Staff reviewed the proposals with the following results:

PROPONENT	PRICE (excluding HST)	PRICE (net HST)
Birnam Excavating Ltd.	\$49,207.94	\$50,074.00
Huron District Contracting Ltd.	\$58,500.00	\$59,529.60
East Elgin Concrete Forming Limited	\$68,585.00	\$69,792.10
Inner-Coast Contractors Ltd.	\$69,850.00	\$71,079.36

Staff recommends that Council award this project to Birnam Excavating Ltd. Their proposal entails dewatering the area with large sand bags and pumps, clearing and backfilling the area and then placing a precast concrete cable matt on the bottom of the river. This type of solution has been successfully used in other boat ramp locations and has the advantage of being a much quicker construction process. Construction will be undertaken in May. One lane of the two lane ramp will remain open during construction.

ALTERNATIVES TO CONSIDER

No Alternatives to consider at this time.

RECOMMENDED ACTIONS

THAT Report DCS 29-2017 regarding the “RFP Award– Grand Bend Boat Launch Repair” be received; and

THAT the RFP – Grand Bend Launch Ramp Repair be awarded to Birnam Excavating Ltd. for a proposal price of \$49,207.94 (excluding HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.

FINANCIAL IMPACT

The 2017 budget included \$8,000 for general ramp repairs. Staff is recommending that these monies be utilized for this project, and that the balance of the project be funded from the General Harbour Maintenance budget. The approved budget amount for the General Harbour Maintenance was \$50,000, once this project is complete, \$7,926.00 would remain for any future harbor maintenance.

CONSULTATION

Proposals were reviewed by Community Services Staff. Budget details were confirmed by the Treasurer.

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 30-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Steve McAuley, Director of Community Services

RE: Tender Award – Thedford Baseball Diamond Fence Replacement

RECOMMENDATION:

THAT Report DCS 30-2017 regarding the “Thedford Baseball Diamond Fence Replacement” be received; and

THAT the tender Award – Thedford Baseball Diamond Fence Replacement, to Fortress Fencing for the sum of \$20,102.75. (Net HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.

SUMMARY

This report presents a summary of the tender award for reconstruction of the Thedford Baseball Diamond Fence Replacement. Staff recommends the award to Fortress Fencing.

BACKGROUND

The 2017 capital budget included \$20,000 for the Replacement of the Thedford Baseball Diamond Fencing. This fence is in disrepair and due for replacement. Usage at the Thedford Baseball Diamond has increased in recent years, and the replacement of the fence will provide a safe area of play.

The tender document was released on April 4th, 2017 and closed on April 19, 2017 with five submissions. The results are presented as follows:

PROPONENT	PRICE (excluding HST)	PRICE (net HST)
Fortress Fencing	\$19,755.06	\$20,102.75
Art's Landscaping & Asphalt Paving	\$19,859.40	\$20,208.93
Lambton Fencing	\$19,995.00	\$20,306.91
Bore Fence	\$23,823.00	\$24,242.29
Royal Fence	\$26,548.00	\$27,015.25

Staff have had the opportunity to review and confirm the low tender. The bid document was found to be complete and is acceptable contractually. As such, staff recommend award of the tender from Fortress Fencing for the tender sum of \$20,102.75 (net of HST).

ALTERNATIVES TO CONSIDER

No Alternatives to consider at this time.

RECOMMENDED ACTIONS

THAT Report DCS 30-2017 regarding the “Tender Award– Thedford Baseball Diamond Fence Replacement” be received; and

THAT the Tender Award – Thedford Baseball Diamond Fence Repair be awarded to Fortress Fencing for a tender price of \$20,102.75 (Net HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.

FINANCIAL IMPACT

The 2017 budget allocated \$20,000 for this project. The net of HST tender from Fortress Fencing is \$20,102.75. The tender is over budget and the unfunded balance will be funded from the Recreation and Cultural Services Reserve Fund.

CONSULTATION

Proposals were reviewed by Community Services Staff. Budget details were confirmed by the Treasurer.

THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 31-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Steve McAuley, Director of Community Services
RE: RFQ Award –Commercial Grade Zero Turn Mower

RECOMMENDATION:

THAT Report DCS 31-2017 regarding the “Commercial Grade Zero Turn Mower” be received; and

THAT the RFQ be awarded to Podolinsky Equipment Ltd for the sum of \$ 8,313.80 (Net HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.

SUMMARY

This report presents a summary of the Request for Quotation (RFQ) award for purchase of a Commercial Grade Zero Turn Mower. Staff recommends the award to Podolinsky Equipment Ltd.

BACKGROUND

The 2017 budget included \$12,000 for the purchase of a Commercial Grade Zero Turn Mower to replace an existing unit.

The RFQ document was released on April 4th, 2017 and closed on April 19, 2017 with two submissions. The results are presented as follows:

PROPONENT	PRICE (excluding HST)	PRICE (net HST)
Podolinsky Equipment LTD.	\$8,170.00	\$8,313.80
Advantage Farm Equipment Ltd.	\$9,500.00	\$9,667.20

Staff have had the opportunity to review and confirm the low tender. The bid document was found to be complete and is acceptable contractually. As such, staff recommend award of the tender from Podolinsky Equipment Ltd for the tender sum of \$8,313.00 (net of HST).

Once the new equipment is received the Municipality will dispose of the current equipment through a public tender process.

ALTERNATIVES TO CONSIDER

No other alternatives are presented at this time. The tender for this project was released in keeping with the Municipality's Purchasing Policy to ensure the Municipality is receiving market competitive price for the product.

RECOMMENDED ACTIONS

THAT Report DCS 31-2017 regarding the "RFQ Award– Commercial Grade Zero Turn Mower" be received; and

THAT the RFQ be awarded to Podolinsky Equipment Ltd. for a purchase price of \$ 8,313.80 (Net HST); and

THAT the appropriate by-law authorizing the Mayor and Clerk to execute any and all necessary documents be approved.

FINANCIAL IMPACT

The net of HST cost of the quote from Podolinsky Equipment of \$8,313.80 is below the budget allocation of \$12,000. The difference between the tender and the budget allocation will remain in the Transportation Services reserve fund.

CONSULTATION

Proposals were reviewed by Community Services Staff. Budget details were confirmed by the Treasurer.

THE MUNICIPALITY OF LAMBTON SHORES

Report TR 16-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Janet Ferguson, Treasurer

RE: First Quarter Draft 2017 Operating and Capital Statements

RECOMMENDATION:

THAT Report TR-16-2017 regarding the First Quarter Draft 2017 Operating and Capital Financial Statements be received.

SUMMARY

This report presents the Draft first quarter Operating and Capital Financial Statements to Council for information. The report also includes operational updates for the various departments in Lambton Shores.

BACKGROUND

March 31, 2017 completes the first quarter of financial activity for Lambton Shores. With the early adoption of the 2017 budget many of the projects are well underway and some have been completed. Staff have provided an update on actions thus far as well as work plans for the next quarter.

Treasury Comments

The interim tax billing was issued the last week of January representing 50% of the total taxation of the previous year and therefore the overall revenue is higher than the typical 25% for the first quarter.

The annual transfer to and from Reserve Funds have not been completed at this time and therefore a true representation of 25% of the expenditure is not reflected in these statements.

The General Administration revenue and expenses are on target for a typical first quarter for Lambton Shores.

The annual audit for 2016 has been completed and financial statements are pending for late May or early June.

The request for proposal (rfp) for the Development Charges, Water and Wastewater Rates and Council's Action Plan Growth component was issued in March and closed April 7th. A report recommending award is on the April 25th Council meeting agenda.

The Finance Department is working with the Clerk's and Community Services Departments to get the seasonal areas ready for the upcoming summer. This involves items such as reviewing cash handling policies and procedures, ordering supplies and monetary floats, parking permits and staff coordination.

Finance and Community Services continue to review the Asset Management Plan and through a program from the Municipal Finance Officers Association have developed a road map for updating the plan.

Staff continues to work with the IT Consultants to standardize our systems and create a transition plan for our network to better accommodate our communications proposed for the future.

CAO/Clerks Department Comments

CAO

The CAO's office has been engaged in a number of community initiatives, some of which are addressed in the Community Services section of this report. The Union Gas expansion project to Ipperwash and Kettle Point is awaiting approval from the Ontario Energy Board. At the 2017 Rural Ontario Municipal Association (ROMA) conference, the Mayor and Council representatives attended a delegation with the Ontario Ministry of Transportation advocating for support of our Connecting Link projects and new trail development. The CAO has continued to liaise with government officials to advance the Addition to Reserve (ATR) process for transfer of the Former Ipperwash Provincial Park to the Kettle and Stony Point First Nation. Likewise, meetings have continued with community interests in Grand Bend advocating for a new community centre and most recently with the Lambton Kent District School Board as they work through the Accommodation Review process in the Forest area.

Working with members of our volunteer fire departments, the Council approved purchase of bunker gear and breathing apparatus has been advanced to the point of equipment delivery and the specification document for the replacement pumper apparatus in Thedford has now been drafted for committee review.

Clerk

During the first quarter Council approved the use of Internet and Telephone Voting in the 2018 election and a request for proposal (RFP) was issued and accepted for a service provider.

Various by-laws were reviewed and amended including the Beach By-Law, Noise By-Law and Procedure By-Law. Staff initiated a review of the Pier Leases with recommendations for 2017 leases coming in Quarter 2.

Recruitment of the seasonal by-law enforcement officers has been initiated and enforcement processes have been reviewed in advance of the 2017 summer season.

Building

The Building Department has seen a significant increase in permits issued in Quarter 1 (a time when the building department generally experiences a slower period). In Q1, 50 permits were issued (compared to 20 in 2016) with a work value of \$9,559,373.00 spread across residential, agricultural and commercial applications.

Planning

The following summarizes the planning activity for the first quarter:

Type of Activity	Number of Applications
Consent Applications	2
Minor Variance Applications	5
Zoning Amendments	3
Zoning Reports	38

Community Services Comments

Recreation and Leisure

The first quarter of 2017 has been busy with events. On February 24, staff organized the “Discovering Success in Tourism” workshop. There were 43 members of the community in attendance, representing tourism-related businesses and community groups/events. The event included presentations from tourism agencies such as Tourism Sarnia-Lambton and Southwest Ontario Tourism Corporation. Breakout sessions gave attendees the opportunity to provide feedback on a shared events calendar, wayfinding signage, packaging and marketing tourism assets, resources for success and creating an ambassador program. Staff are working on next steps as a result of this workshop, including follow up workshops, development of an ambassador familiarization tour and wayfinding information has been forwarded to the consultant currently completing the Signage Master Plan.

On April 1, the Municipality partnered with the Chippewas of Kettle and Stony Point First Nation to host the second annual Joint Community Open House, “It’s to the Future: Inspiration, Innovation and Inclusion”. The event focused on joint initiatives relating to tourism, community planning, environment, economic development, health, current and special events. There were 33 exhibitor tables and over 125 members of the public

attended. Many positive comments were received from both attendees and exhibitors. The event will be held at Hillside School in 2018.

Parks and Facilities

All areas are operating on target with the exception of emergency repairs to the aging Zamboni at the Shores Recreation Centre (due for replacement in 2018). Hockey season has ended in both facilities, and the ice-out procedure went very well. We have two of our staff enrolled at the annual ORFA annual professional development program, taking the Basic Refrigeration Course.

Staff are busy getting ready for the summer season, preparing grass cutting equipment, painting some of the facilities, preparing playgrounds and parks as well. We look forward to a busy summer, both indoors with functions, and outdoors with general operations.

The following projects are being worked on and an update will be provided in the second quarter report:

- Staging- and Gym Floor
- Shores Interior Furniture
- South Basin Dock replacement
- Grand Bend Lions Park Bleachers
- Optimist Fence

Operations

Much of the operations budget remains intact and is being utilized as the weather improves. The first half of the winter control season is complete. The mild winter we experienced only required approximately 30% of the total winter control budget to be spent.

The mild winter allowed staff to complete the repair and rebuild on the remaining Port Frank docks. Staff had expected this work to take two more season to complete, but were able to complete all the work this year.

Preparation for spring road work is underway. Tenders for gravel and dust suppressant have been awarded and staff are prepping roads in anticipation of this work starting in May.

Water and Wastewater

Water and wastewater expenditures and revenue are on target for the first quarter. Maintenance expenses are within a normal range for the first quarter. No major issues were encountered in the system, with the exception of a water system SCADA computer failure, which was able to be rebuilt through the use of back-up data. Much of

the maintenance work involves working outside; as such it won't take place until the 2nd and 3rd quarters.

Capital

The Capital Summary includes notes for the project status as well as any reports previously provided to Council. Although many projects have been tendered and underway, costs may not have been received to meet the first quarter reporting.

ALTERNATIVES TO CONSIDER

None

RECOMMENDED ACTIONS

That Council receives report TR-16-2017 outlining the Lambton Shores first quarter financial statements.

FINANCIAL IMPACT

There is no additional financial impact by receiving this report. The current programs and projects are overall performing on budget.

CONSULTATION

Ashley Farr, Facilitator of Recreation and Leisure
Randy Shaw, Area Manager Parks and Facilities
Al Little, Area Manager Public Works
Steve McAuley, Director of Community Services
Nancy Wright-Laking, Clerk
Kevin Williams, CAO

ATTACHMENTS

2017 1st Quarter Draft Statements

MUNICIPALITY OF LAMBTON SHORES			
2017 Draft Operating Year to Date Summary as of March 31, 2017			
	2017 Approved Budget	2017 Draft YTD Budget	Balance Available
Tax Supported Component			
<u>Taxation Levy</u>	\$ 11,417,656.00	\$ 5,631,399.01	\$ (5,786,256.99)
<u>General Government</u>			
Revenue			
General	\$ 3,109,627.00	\$ 811,085.72	\$ (2,298,541.28)
Expense			
General	\$ 2,489,358.00	\$ 518,603.66	\$ (1,970,754.34)
General Total	\$ (620,269.00)	\$ (292,482.06)	\$ 327,786.94
<u>Policing</u>			
Revenue			
Policing	\$ 79,400.00	\$ -	\$ (79,400.00)
Sub Total	\$ 79,400.00	\$ -	\$ (79,400.00)
Expense			
Policing	\$ 2,586,168.00	\$ 646,542.99	\$ (1,939,625.01)
Sub Total	\$ 2,586,168.00	\$ 646,542.99	\$ (1,939,625.01)
Policing Total	\$ 2,506,768.00	\$ 646,542.99	\$ (1,860,225.01)
<u>Planning</u>			
Revenue			
Planning and Zoning	\$ 67,950.00	\$ 20,565.99	\$ (47,384.01)
Expense			
Planning and Zoning	\$ 25,451.00	\$ 321.56	\$ (25,129.44)
Planning Total	\$ (42,499.00)	\$ (20,244.43)	\$ 22,254.57
<u>Building & Assessment</u>			
Revenue			
Building and Assessment Admin	\$ 282,050.00	\$ 44,343.29	\$ (237,706.71)
Expense			
Building and Assessment Admin	\$ 282,050.00	\$ 60,020.39	\$ (222,029.61)
Building Total	\$ -	\$ 15,677.10	\$ 15,677.10
<u>Protection to Person & Property</u>			
Revenue			
Bylaw / Parking / Prop. Stnds Enforce.	\$ 86,111.00	\$ 3,211.00	\$ (82,900.00)
Sub Total	\$ 86,111.00	\$ 3,211.00	\$ (82,900.00)
Expense			
Bylaw / Parking / Prop. Stnds Enforce.	\$ 203,117.00	\$ 25,930.98	\$ (177,186.02)
Crossing Guards	\$ 26,970.00	\$ 6,268.12	\$ (20,701.88)
Conservation Authority	\$ 331,850.00	\$ 51,540.00	\$ (280,310.00)
Sub Total	\$ 561,937.00	\$ 83,739.10	\$ (478,197.90)
Protection to Person & Property Total	\$ 475,826.00	\$ 80,528.10	\$ (395,297.90)

MUNICIPALITY OF LAMBTON SHORES 2017 Draft Operating Year to Date Summary as of March 31, 2017			
	2017 Approved Budget	2017 Draft YTD Budget	Balance Available
<u>Fire Services</u>			
<i>Revenue</i>			
Arkona FD	\$ 25,350.00	\$ 6,087.68	\$ (19,262.32)
Northville FD	\$ 3,000.00	\$ 792.48	\$ (2,207.52)
Forest FD	\$ 19,000.00	\$ 3,575.85	\$ (15,424.15)
Grand Bend FD	\$ 68,000.00	\$ 16,731.36	\$ (51,268.64)
Thedford FD	\$ 3,000.00	\$ -	\$ (3,000.00)
Sub Total	\$ 118,350.00	\$ 27,187.37	\$ (91,162.63)
<i>Expense</i>			
Fire Prevention and Inspection	\$ 15,000.00	\$ 4,027.90	\$ (10,972.10)
Arkona FD	\$ 153,350.00	\$ 21,886.01	\$ (131,463.99)
Northville FD	\$ 177,563.00	\$ 31,788.76	\$ (145,774.24)
Forest FD	\$ 270,591.00	\$ 38,965.52	\$ (231,625.48)
Grand Bend FD	\$ 256,787.00	\$ 38,122.22	\$ (218,664.78)
Thedford FD	\$ 220,946.00	\$ 34,703.32	\$ (186,242.68)
Sub Total	\$ 1,094,237.00	\$ 169,493.73	\$ (924,743.27)
Fire Services Total	\$ 975,887.00	\$ 142,306.36	\$ (833,580.64)
<u>Transportation Services</u>			
<i>Revenue</i>			
Community Services General	\$ 103,150.00	\$ 7,730.00	\$ (95,420.00)
Roadways	\$ 16,500.00	\$ 618.20	\$ (15,881.80)
Sub Total	\$ 119,650.00	\$ 8,348.20	\$ (111,301.80)
<i>Expense</i>			
Community Services General	\$ 888,380.00	\$ 156,221.47	\$ (732,158.53)
TRF to Equipment Replacement RF	\$ 329,770.00	\$ -	\$ (329,770.00)
TRF to Road Purposes RF	\$ 1,404,930.00	\$ -	\$ (1,404,930.00)
Roadways	\$ 2,017,446.00	\$ 373,967.01	\$ (1,643,478.99)
Winter Control	\$ 492,938.00	\$ 161,079.97	\$ (331,858.03)
Street Light / Traffic Control	\$ 156,470.00	\$ 22,758.77	\$ (133,711.23)
Sub Total	\$ 5,289,934.00	\$ 714,027.22	\$ (4,575,906.78)
Transportation Services Total	\$ 5,170,284.00	\$ 705,679.02	\$ (4,464,604.98)
<u>Harbours</u>			
<i>Revenue</i>			
Grand Bend	\$ 366,406.00	\$ 108,667.68	\$ (257,738.32)
Port Franks	\$ 191,032.00	\$ 85,930.87	\$ (105,101.13)
Sub Total	\$ 557,438.00	\$ 194,598.55	\$ (362,839.45)
<i>Expense</i>			
Grand Bend	\$ 388,721.00	\$ 7,564.69	\$ (381,156.31)
Port Franks	\$ 198,309.00	\$ 7,246.14	\$ (191,062.86)
Greater Harbour Maintenance	\$ 50,000.00	\$ -	\$ (50,000.00)
Sub Total	\$ 637,030.00	\$ 14,810.83	\$ (622,219.17)
Harbours Total	\$ 79,592.00	\$ (179,787.72)	\$ (259,379.72)

MUNICIPALITY OF LAMBTON SHORES 2017 Draft Operating Year to Date Summary as of March 31, 2017			
	2017 Approved Budget	2017 Draft YTD Budget	Balance Available
<u>Arenas</u>			
<i>Revenue</i>			
Legacy Recreation Centre	\$ 206,060.00	\$ 97,569.83	\$ (108,490.17)
Shores Recreation Centre	\$ 321,962.00	\$ 133,681.02	\$ (188,280.98)
Forest Arena	\$ 450.00	\$ 5.00	\$ (445.00)
Sub Total	\$ 528,472.00	\$ 231,255.85	\$ (297,216.15)
<i>Expense</i>			
Legacy Recreation Centre	\$ 638,679.00	\$ 148,116.42	\$ (490,562.58)
Shores Recreation Centre	\$ 751,315.00	\$ 335,709.70	\$ (415,605.30)
Forest Arena	\$ 33,014.00	\$ 6,544.36	\$ (26,469.64)
Sub Total	\$ 1,423,008.00	\$ 490,370.48	\$ (932,637.52)
Arenas Total	\$ 894,536.00	\$ 259,114.63	\$ (635,421.37)
<u>Solid Waste Management</u>			
<i>Revenue</i>			
Solid Waste Management	\$ 460,264.00	\$ 229,655.00	\$ (230,609.00)
<i>Expense</i>			
Solid Waste Management	\$ 875,976.00	\$ 187,009.53	\$ (688,966.47)
Solid Waste Management Total	\$ 415,712.00	\$ (42,645.47)	\$ (458,357.47)
<u>Cemeteries</u>			
<i>Revenue</i>			
Forest - Beechwood	\$ 34,552.00	\$ 11,429.20	\$ (23,122.80)
Arkona	\$ 9,246.00	\$ 5,772.12	\$ (3,473.88)
Pinery, Ward & Baptist / Misc.	\$ 1,401.00	\$ -	\$ (1,401.00)
Sub Total	\$ 45,199.00	\$ 17,201.32	\$ (27,997.68)
<i>Expense</i>			
Forest - Beechwood	\$ 36,436.00	\$ 5,728.56	\$ (30,707.44)
Arkona	\$ 22,350.00	\$ 531.48	\$ (21,818.52)
Pinery, Ward & Baptist / Misc.	\$ 8,164.00	\$ 3,979.08	\$ (4,184.92)
Sub Total	\$ 66,950.00	\$ 10,239.12	\$ (56,710.88)
Cemeteries Total	\$ 21,751.00	\$ (6,962.20)	\$ (28,713.20)
<u>Recreation & Leisure Services</u>			
<i>Revenue</i>			
Gen Admin, Fitness Area, Gymnasium	\$ 404,941.00	\$ 258,872.74	\$ (146,068.26)
<i>Expense</i>			
Gen Admin, Fitness Area, Gymnasium	\$ 1,137,124.00	\$ 403,557.63	\$ (733,566.37)
Recreation & Leisure Services Total	\$ 732,183.00	\$ 144,684.89	\$ (587,498.11)
<u>Recreation Parks</u>			
<i>Revenue</i>			
Parks, Ball Diamonds, Pavillions	\$ 197,750.00	\$ 3,225.60	\$ (194,524.40)
<i>Expense</i>			
Parks, Ball Diamonds, Pavillions	\$ 507,498.00	\$ 14,963.98	\$ (492,534.02)
Recreation - Parks Total	\$ 309,748.00	\$ 11,738.38	\$ (298,009.62)

MUNICIPALITY OF LAMBTON SHORES 2017 Draft Operating Year to Date Summary as of March 31, 2017			
	2017 Approved Budget	2017 Draft YTD Budget	Balance Available
<u>Recreation - Beach</u>			
Revenue			
Beach, Beach House, Patrol, P.Lot	\$ 677,155.00	\$ -	\$ (677,155.00)
Expense			
Beach, Beach House, Patrol, P.Lot	\$ 843,871.00	\$ 45,441.02	\$ (798,429.98)
Recreation - Beach Total	\$ 166,716.00	\$ 45,441.02	\$ (121,274.98)
<u>Community Centres & Libraries</u>			
Revenue			
Community Centres	\$ 140,129.00	\$ 36,895.39	\$ (103,233.61)
Sub Total	\$ 140,129.00	\$ 36,895.39	\$ (103,233.61)
Expense			
Community Centres	\$ 264,151.00	\$ 68,453.55	\$ (195,697.45)
Libraries	\$ 28,700.00	\$ 4,819.29	\$ (23,880.71)
Sub Total	\$ 292,851.00	\$ 73,272.84	\$ (219,578.16)
Community Centres & Libraries Total	\$ 152,722.00	\$ 36,377.45	\$ (116,344.55)
<u>Drainage</u>			
Revenue			
Drainage	\$ 479,331.00	\$ 6,915.69	\$ (472,415.31)
Expense			
Drainage	\$ 509,318.00	\$ 42,420.28	\$ (466,897.72)
Drainage Total	\$ 29,987.00	\$ 35,504.59	\$ 5,517.59
<u>Economic Development</u>			
Revenue			
Industry Trade amd Tourism	\$ 82,710.00	\$ 30,005.00	\$ (52,705.00)
Expense			
Industry Trade amd Tourism	\$ 231,422.00	\$ 6,302.99	\$ (225,119.01)
Economic Development Total	\$ 148,712.00	\$ (23,702.01)	\$ (172,414.01)
<u>User Rate Supported Component</u>			
<u>Water</u>			
Revenue			
Water	\$ 4,192,386.00	\$ 893,639.30	\$ (3,298,746.70)
Expense			
Water	\$ 4,192,386.00	\$ 608,579.69	\$ (3,583,806.31)
Water Total	\$ -	\$ (285,059.61)	\$ (285,059.61)
<u>Wastewater</u>			
Revenue			
Wastewater	\$ 1,691,000.00	\$ 379,406.59	\$ (1,311,593.41)
Expense			
Wastewater	\$ 1,691,000.00	\$ 382,238.50	\$ (1,308,761.50)
Wastewater Total	\$ -	\$ 2,831.91	\$ 2,831.91
Tax and User Rate Revenue Total	\$ 24,737,569.00	\$ 8,827,811.61	\$ (15,909,757.39)
Tax and User Rate Expense Total	\$ 24,737,569.00	\$ 4,471,955.54	\$ (20,265,613.46)

**Municipality of Lambton Shores
2017 Capital Program
As of March 31st, 2017**

PROJECTS	FINAL 2017 BUDGET	2017 EXPENSES	Report #	COMMENTS
TAX SUPPORTED PROJECTS				
<u>General</u>				
IT	\$ 55,500.00	\$ 2,802.45		
Subtotal General	\$ 55,500.00	\$ 2,802.45		
PROTECTION TO PERSONS				
<u>Fire Departments</u>				
<u>Arkona</u>				
Bunker Gear	\$ 30,000.00		CAO 02-2017	Awarded to Safedesign Apparel Ltd.
Breathing Gear	\$ 125,000.00		CAO 03-2017	Awarded to Dependable Emergency Vehicles Ltd.
<u>Northville</u>				
Bunker Gear	\$ 21,000.00		CAO 02-2017	Awarded to Safedesign Apparel Ltd.
Breathing Gear	\$ 40,000.00		CAO 03-2017	Awarded to Dependable Emergency Vehicles Ltd.
<u>Forest</u>				
Bunker Gear	\$ 33,000.00		CAO 02-2017	Awarded to Safedesign Apparel Ltd.
Breathing Gear	\$ 6,000.00		CAO 03-2017	Awarded to Dependable Emergency Vehicles Ltd.
Parking Lot - Asphalt	\$ 19,000.00			Tender closing May 2
Hose	\$ 7,000.00			
<u>Grand Bend</u>				
Bunker Gear	\$ 42,000.00	\$ 4,031.66	CAO 02-2017	Awarded to Safedesign Apparel Ltd.
Breathing Gear	\$ 56,000.00		CAO 03-2017	Awarded to Dependable Emergency Vehicles Ltd.
<u>Thedford</u>				
Pumper	\$ 600,000.00			
Bunker Gear	\$ 9,000.00		CAO 02-2017	Awarded to Safedesign Apparel Ltd.
Breathing Gear	\$ 80,000.00		CAO 03-2017	Awarded to Dependable Emergency Vehicles Ltd.
Subtotal Protection To Persons	\$ 1,068,000.00	\$ 4,031.66		
TRANSPORTATION SERVICES				
<u>Road Re-Construction</u>				
TH - Allen St - King to Elizabeth	\$ 465,000.00			Tender to be released late April
FO - King St E Connecting Link	\$ 1,684,152.00	\$ 1,122.54		Tender to be released in May
<u>Re-Surface Treatment</u>				
BOS - Ravenswood Line - Northville to Ipperwash Rd	\$ 1,100,000.00			Funding denied
BOS - Ravenswood Line - Widder to 0.5km E of Gordon	\$ 60,000.00			
TH - Elizabeth St - Franklin to Allen	\$ 150,000.00			
<u>Sidewalks / Walkways</u>				
Annual Sidewalk Replacement Program	\$ 81,600.00			
Asphalt Bike / Pedestrian Path - PFCC to Hwy 21	\$ 138,000.00			
<u>Bridge / Culvert</u>				
GB Ontario St Bridge / Traffic Study	\$ 282,952.00			Ongoing with BM Ross and MTO
Pedestrian Bridge	\$ 75,000.00			Developer Engineer (Stantec) preparing plans
Rock Glen Rd - Culvert	\$ 50,000.00		DCS 15-2017	Awarded to R. Dobbin Engineering
Kennedy Line		\$ 3,557.23		Balance through Transportation RF due to unforeseen costs.
<u>Street Light</u>				
Intersection/ Safety	\$ 16,300.00			
Streetslight - Thedford light posts	\$ 65,000.00			
Intersection Lighting	\$ 20,000.00			
Vehicle & Equipment Replacement Program				
<u>General</u>				
Equipment	\$ 10,000.00	\$ 1,763.59		
CCTV Camers	\$ 8,000.00			
Riding Mower	\$ 12,000.00			Tender closes April 19
Roadside Disk Mower	\$ 16,000.00			
<u>Bucket Truck</u>				
Genie Lift	\$ 100,000.00			Tender Released, Closing April 19
<u>Loader</u>				
Loader	\$ 220,000.00			Tender Released, Closing April 19
Subtotal Transportation Services	\$ 4,554,004.00	\$ 6,443.36		

**Municipality of Lambton Shores
2017 Capital Program
As of March 31st, 2017**

PROJECTS	FINAL 2017 BUDGET	2017 EXPENSES	Report #	COMMENTS
RECREATION & CULTURAL SERVICES				
HARBOURS				
GB Harbour				
Monarch Boat	\$ 3,596.00			Waiting on pricing
Docks - South Basin	\$ 10,000.00			
Boat Launch Ramp	\$ 8,000.00			Emergency repair tender closes April 19
PF Harbour				
Docks - Finger	\$ 15,450.00	\$ 14,803.09		Completed
Parking Lot	\$ 20,000.00			Work started in house
ARENAS				
Legacy				
Banquet Tables	\$ 3,400.00			Purchased
Shores				
Interior Furniture	\$ 17,500.00			
Forest Arena				
Cenotaph upgrades	\$ 25,000.00			
COMMUNITY CENTRES				
Port Franks CC				
Banquet Tables	\$ 3,400.00			Purchased
Shores Fitness & Gym				
Municipal Fitness Equipment Replacement	\$ 20,000.00			
Gym Floor	\$ 6,500.00			
Thomas Hall				
Staging	\$ 6,000.00			
Forest Library				
Interior Upgrades	\$ 5,000.00			Quotes received. Work is being scheduled.
PARKS/BEACH				
Beach/Beach House				
Beach House	\$ 10,000.00			
Concession	\$ 10,000.00			Awaiting quotes
Shower Drain	\$ 10,000.00			
Grand Bend Beach				
Boardwalk	\$ 140,000.00		DCS 22-2017	Awarded to Albeck Construction
Mobi Mat	\$ 5,000.00			
Grand Bend Lions Park				
Bleachers	\$ 5,000.00			
Optimist Park				
Fence	\$ 5,000.00			
Thedford Ball Diamond Park				
Ball Diamond	\$ 20,000.00			Tender closes April 19
Parking Lots				
Mid Town Parking Meter				
Parking Meter	\$ 10,000.00			
Community Signs				
Wayfinding Signs	\$ 75,000.00	\$ 5.68		
Entrance Sign (Thedford)	\$ 3,000.00			
Service Club Signs	\$ 5,000.00			
Decorations				
Christmas Decorations	\$ 20,000.00			
Subtotal Recreation & Cultural Services	\$ 461,846.00	\$ 14,808.77		
Total Tax Supported Projects	\$ 6,139,350.00	\$ 28,086.24		

**Municipality of Lambton Shores
2017 Capital Program
As of March 31st, 2017**

PROJECTS	FINAL 2017 BUDGET	2017 EXPENSES	Report #	COMMENTS
USER RATE SUPPORTED PROJECTS				
<u>Water System</u>				
Water System General				
North Area Meter Changeout	\$ 72,000.00	\$ 8,326.00		Ongoing
<u>Water Mains</u>				
FO - MacHenry St - Broadway to Morris	\$ 650,293.00			Pending Funding
Road Related Replacements	\$ 169,950.00			
<u>Miscellaneous</u>				
LAWS System	\$ 45,368.00	\$ 10,610.10		
Hwy 21 Chamber Upgrades	\$ 30,000.00			
Thedford Booster Station upgrades	\$ 75,000.00			
Leak Detection Study	\$ 40,000.00			
Tower / reservoir maintenance	\$ 100,000.00			
BOS - NV Water Tower Radio	\$ 35,000.00			
Water Hydrant Identification	\$ 50,000.00			
Subtotal Water System	\$ 1,267,611.00	\$ 18,936.10		
<u>WASTEWATER SYSTEM</u>				
<u>Collection Systems</u>				
Road Related Replacements	\$ 33,000.00			
<u>Miscellaneous Items</u>				
GB - Alberta St PS - Electrical Components	\$ 105,000.00			Pending Funding
GB - Alberta St PS - SCADA	\$ 50,000.00			Pending Funding
GB - Alberta St PS - Deisel Storage Tank	\$ 12,000.00			Pending Funding
GB - PS 4 Green Acres Wet Well Process Components	\$ 58,200.00			Pending Funding
GB - PS 4 Green Acres Electrical and Process Controls	\$ 20,000.00			Pending Funding
GB - PS 4 Green Acres SCADA	\$ 50,000.00			Pending Funding
GB - PS 1 Beach SCADA	\$ 50,000.00			Pending Funding
GB - PS 1 Beach Electrical	\$ 144,000.00			Pending Funding
GB - PS 1 Beach Asbestos Removal	\$ 30,000.00			Pending Funding
GB - Morenz Lane PS Electrical and Process Controls	\$ 73,900.00			Pending Funding
GB - Morenz Lane PS SCADA	\$ 50,000.00			Pending Funding
ARK - STP Blower #1 Replacement	\$ 20,000.00			
TH - Main St PS Process Control	\$ 67,700.00			
TH - Main St PS Electrical	\$ 84,000.00			
TH - Main St PS SCADA	\$ 45,000.00			
TH - Main Lift SCADA Controls	\$ 75,000.00			
TH - Main Lift Wet Well Process Components	\$ 6,300.00			
Thedford Lagoon reconstruction	\$ 150,000.00	\$ 845.43		
Subtotal Wastewater System	\$ 1,124,100.00	\$ 845.43		
Total User Rate Supported Projects	\$ 2,391,711.00	\$ 19,781.53		
Grand Total	\$ 8,531,061.00	\$ 47,867.77		

THE MUNICIPALITY OF LAMBTON SHORES

Report TR-17-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Janet Ferguson, Treasurer

RE: Development Charges, W/WW Rate Studies and Council Action Plan
Growth Initiative Report Request for Proposal

RECOMMENDATION:

THAT Report TR-17-2017 regarding the Development Charges, Water and Waste Water Rate Studies and Council Action Plan Growth Initiative Request For Proposal be received; and

THAT B.M. Ross and Associates Limited be awarded the Consulting Services Contract for the Development Charges, Water and Waste Water Rate Studies and Council Action Plan Growth Initiative as outlined in RFP 2017-08.

SUMMARY

This report presents the results of the Request for Proposal (RFP) for a Development Charges Study, Water and Waste Water Study and Council's Action Plan Growth Initiative #1 and #2.

BACKGROUND

In 2002 Lambton Shores undertook a water and waste water rate study to support standardized rates for the municipality. This study has been updated every 2 to 3 years to reflect current inventories and costs and in 2005 the review also included the creation of Development Charges for implementation in 2006. Subsequent rate reviews have been done in this manner with the most recent Development Charge (DC) being completed in 2012. The current DC by-law expires at the end of 2017.

Water and waste water rates were reviewed in 2013 and again in 2015 to accompany the Water Financial plan as required by the Province under O.reg 453/07 for our license requirements. The current water and waste water rates also expire at the end of 2017.

This year, the RFP also incorporated the items noted in Council's Action Plan Initiative for Population Growth - Action #1 and #2 which requests options for attracting growth to infill lots.

In addition to the above items, as approved by the Grand Bend Area Joint Sewer Board, a valuation will be established for the Grand Bend Sewer Treatment facility to incorporate in the financial planning for the shared infrastructure.

The RFP was released in March and closed on April 7th. The RFP outlined the scope of work required and the submissions scored based on the following criteria:

1	Overall Impression	5%
	The overall quality and depth of the proposal	
2	Qualifications	15%
	The respondent will be evaluated based on the range of its capabilities, the depth / strength of its organization structure, and the qualifications of individual team members	
3	Experience	20%
	The respondent's experience will be evaluated based upon its past history of successfully providing similar services. References may be contacted in order to verify satisfactory performance on similar projects	
4	Proposed Approach	35%
	The respondent will be evaluated based upon the proposed approach to the project, including work plan / timelines, and deliverables	
5	Professional Fees	25%

Four submissions were received and reviewed by 2 staff from the Finance Department and 1 from Community Services. The following chart provides the results of the review:

Consultant	Score	Price + HST	Price Net HST
B.M. Ross and Associates Limited	80.67%	\$ 62,116.00	\$ 63,209.24
DFA Infrastructure International Inc.	78.00%	\$ 59,870.00	\$ 60,923.71
Watson & Associates Economists Ltd.	72.67%	\$ 66,300.00	\$ 67,466.88
Hemson Consulting Limited	70.33%	\$ 74,500.00	\$ 75,811.20

The RFP process is such that the higher score achieved during the review identifies the most appropriate company for the work and doesn't always support the lowest priced option. Although the scores are quite close, B.M.Ross and Associates Limited received the highest score and staff recommends that the consulting services be awarded to them.

ALTERNATIVES TO CONSIDER

Council could accept another submission or reject all. Neither of these are recommended as the RFP was released in keeping with the Lambton Shores purchasing policy and scored independently. The submissions all meet the scope of the project in the RFP and all have experience with this type of work.

RECOMMENDED ACTIONS

That report TR-17-2017 be received for information and that B.M.Ross and Associates Limited be awarded the consulting services work.

FINANCIAL IMPACT

The 2017 approved operating budget includes \$65,000.00 to complete the studies, financial plan and Council's Action Plan Growth Initiative. The preferred consultant's submission is within the approved budget amount and therefore there is no additional financial impact to Lambton Shores.

CONSULTATION

Steve McAuley, Director of Community Services

THE MUNICIPALITY OF LAMBTON SHORES

Report CL 13-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Nancy Wright-Laking, Clerk

RE: Bill 68 – Modernizing Ontario’s Municipal Legislation Act, 2016 Update

RECOMMENDATION:

THAT Report CL 13-2017 – Modernizing Ontario’s Municipal Legislation Act, 2016 Update be received for information.

SUMMARY

This report provides information to Council in respect to proposed changes to *The Municipal Act, 2001*, introduced as Bill 68 – Modernizing Ontario’s Municipal Legislation Act

BACKGROUND

Bill 68 – Modernizing Ontario’s Municipal Legislation Act was given first reading on November 16, 2016 and was referred to Standing Committee on March 23, 2017. This Bill proposes amendments to a number of Acts including, but not limited to, the *Municipal Act, 2001*, *Municipal Elections Act, 1996*, *Municipal Conflict of Interest Act* and the *Building Code Act*.

There are three key themes of Bill 68:

1. Accountability and Transparency
2. Municipal Financial Sustainability
3. Responsible and Flexible Municipal Government

Accountability and Transparency Proposals

Code of Conduct:

- would require municipalities to establish codes of conduct for members of council and local boards
- would provide the Minister of Municipal Affairs with the authority to make regulations setting out one or more subject matters required to be included in a code of conduct

The Municipality of Lambton Shores does have a code of conduct for Council members. This code may need to be amended if changes are made to the legislation.

Integrity Commissioners:

- would require that municipalities provide access to an integrity commissioner
- would require every municipality to ensure that all integrity commissioner responsibilities be provided by an integrity commissioner. Municipalities would have flexibility, including appointing an integrity commissioner, making arrangements for integrity commissioner responsibilities to be provided by an integrity commissioner of another municipality, or a combination
- responsibilities of an integrity commissioner would be :
 - o application of the local codes of conduct for members of Council or local boards
 - o application of local rules governing the ethical behavior of the members
 - o key sections of the Municipal Conflict of Interest Act (MCIA)
 - o conducting inquiries on his or her own initiative for MCIA and code of conduct matters (in addition to responding to complaints)
 - o providing advice to members of councils and local boards respecting their obligations under local code of conduct applicable to the members, local ethical behavior procedures, rules of policies governing the members and the MCIA
 - o providing educational information to the public, the municipality and members of council and local boards about local codes of conduct and MCIA
- would have new powers regarding MCIA matters, including investigation of a complaint from any person concerning an alleged contravention of certain sections of the MCIA or conducting his or her own investigation of whether a member has contravened the MCIA
- after completing the investigation of an MCIA complaint, an integrity commissioner may apply to a judge or the person making the complaint may do so
- it will allow the complainant to choose to pursue an MCIA complaint directly through the courts rather than through an integrity commissioner

These changes would mean that the integrity commissioner services may be used more frequently by any person and may increase the costs of these services to the municipality especially in respect to MCIA enquiries and complaints.

Municipal Conflict of Interest Act

- proposed amendments would set out in the MCIA a list of principles endorsed by the Province of Ontario in relation to the duties of members of council and of local boards
- would prohibit a member from using his or her office to attempt to influence any decision or recommendation being considered by municipal or local board employees and persons who are acting on delegated authority from council, if the member has a pecuniary interest in the matter (subject to the exceptions set out in the Act)

- allow a member to participate in a meeting (but not vote) where the matter under consideration is whether to impose a potential code of conduct penalty of suspending the member's pay
- would require that all members who make a disclosure of pecuniary interest must file a written statement of the member's interest at the meeting, or as soon as possible afterwards
- would require that municipalities and local boards establish and maintain a registry of statements and declaration of interest of members. The registry would be made available for public inspection
- would provide that if a judge determines that a contravention occurred, the judge may do any or all of the following:
 - o reprimand the member or former member
 - o suspend the member's remuneration for a period up to 90 days
 - o declare the member's seat vacant
 - o disqualify the member or former member during a period of not more than seven years; and/or
 - o require the member or former member to make restitution

Open Meetings

- definition of open meeting would be extended to apply to meetings where a quorum of members is present and where members discuss or otherwise deal with a matter in a way that materially advances the business or decision-making of the relevant council, local board or committee
- provide additional discretionary Open Meeting Exceptions as follows:
 - o Information explicitly supplied in confidence to a municipality or local board by Canada, a province or territory or a Crown agency
 - o Certain third party information supplied in confidence to a municipality or local board
 - o Trade secret or financial, commercial, scientific or technical information that belongs to the municipality or local board and has monetary value or potential monetary value or
 - o A position, plan, procedure, criteria or instruction to be applied to any negotiations by or on behalf of the municipality or local board

Electronic Meetings

- Would allow municipal councils and certain local boards to provide for electronic participate by members at council, local board and committee meetings that are open to the public, provided that electronic participants are not counted for quorum purposes
- Require a municipality or local board to pass a resolution stating how it intends to address a report provided by a meeting investigator where the investigator reports his or her opinion that a meeting has been closed contrary to the open meetings provision of the relevant Act

If Council adopted a by-law allowing electronic attendance at a meeting, consideration would have to be given to the electronic devices that would be allowed to be employed

and whether a limit would need to be placed on the number of meetings where electronic attendance as allowed. It also could have implications for municipalities that have large numbers of non-resident electors in respect to how the council functions with “electronic attendees”.

Municipal Financial Sustainability Proposals

Prudent Investor Standard

- would enable a municipality that meets certain requirements to invest money that it does not require immediately in any security in accordance with a prudent investor standard and a regulation
- Require a municipality investing money under this standard to exercise the care, skill, diligence and judgement that a prudent investor would exercise in making such an investment
- Require an eligible municipality to pass a by-law to opt into prudent investing
- Once a municipality has opted into prudent investing, it would not be able to opt out unless a regulation is passed permitting it to invest again only in accordance with the prescribed list of securities
- Provide the Lieutenant Governor in Council with authority to make regulations governing the investment of money by a municipality under the prudent investor standard including with respect to transitional matters and in relation to the investment of money by two or more municipalities, acting as a group

Small Business Program

- Remove the requirement to obtain approval from the Minister of Municipal Affairs before a municipality establishes a small business program, and replace that provision with a regulation making power

Forfeited Corporate Property

- Would provide municipalities with authority to initiate an expedited tax sale of properties that have vested in the Crown because of the dissolution of a corporation, to facilitate bringing such lands into productive use more quickly

Municipal Tax Sales

- Would reduce the time that property taxes have to be owing before a municipality can start a tax sale of the property, from 3 years to 2 years.
- Would allow municipalities to enter into an extension with any of the owners of the property

Property Tax Collection and Administration

- Various amendments to improve property tax collection and administration provision ie: the proposed amendments address electronic delivery of property tax bills and broadening the range of fees and charges that can be added to the tax roll

Responsive and Flexible Municipal Government Proposals

Climate Change

- Clarify that existing broad powers include the power to pass by-laws respecting climate change
- Provide municipalities with additional powers to pass by-laws respecting the protection and conservation of the environment in accordance with regulations, including powers to require green roofs or alternative roof surfaces in circumstances specified by the Building Code and once standards have been established in the Building Code
- Require municipalities to adopt a policy with respect to the manner in which the municipality will protect and enhance the tree canopy and natural vegetation in the municipality
- Clarify that municipalities may provide for or participate in long-term planning for energy use in the municipality

Integrated Planning for Service Delivery

- Give the Minister regulation-making authority to prescribe actions that municipalities must take to support local integrated planning

Temporary Replacements on Upper-tier Council

- Allow a lower-tier council to appoint an alternate member of lower-tier council to temporarily replace a person who is a member of both the lower-tier and upper-tier council if the member is unable to attend an upper-tier council meeting

Other General Amendment Proposals

- Require all municipalities to have a policy on the relationship between members of council and the officers and employees of the municipality
- Provide municipalities with the authority to require a person to pay an administrative penalty if the person has failed to comply with a municipal by-law passed under the *Municipal Act, 2001*
- Require that municipalities have a policy for pregnancy leaves and parental leaves for council members
- Prevent a council members' seat from becoming vacant due to absences as a result of pregnancy, or the birth or the adoption of the member's child for a period of 20 consecutive weeks or less
- Repeal a provision that limits a municipality's ability to pass by-laws regulating existing advertising devices, such as signs and provide for transition respecting existing municipal by-laws
- Provide municipalities with the ability to enter private property adjoining municipal property for purposes of carrying out maintenance on the municipal property, subject to certain conditions and limits

- Repeal a provision that provides that municipal site alternation by-laws have no effect in areas under jurisdiction of conservation authorities
- Provide municipalities with the ability to register on title an agreement that is required as a condition of a permit respect the demolition or conversation of residential rental properties, and to enforce the agreement against the owner and any subsequent owners of the land

Proposals to Other Acts

Amendments to the *Planning Act* – add mitigation of greenhouse gas emissions and adaptation to a changing climate as a matter of provincial interest under the *Planning Act* so that decision-makers carrying out their responsibilities under the *Planning Act* shall have regard to it

Amendments to the *Municipal Elections Act, 1996*

- Term of Office – change the start of the term of office for council and school board members from December 1 to November 15 in the year of a regular election
- Contribution Limits – raise the limit for contributions to a single candidate or third party advertiser from \$750 to \$1,200, consistent with the provincial limit
- Self-funding Limit – impose a self-funding limit for municipal council candidates based on the number of electors voting for the office, to a maximum of \$25,000 per candidate. The formula for calculating the limit would be \$7500 + \$0.20 per elector for head of council and \$5,000 + \$0.20 per elector for other council offices.

Bill 68 also provides other technical and general amendments that have not been included in this report. Ministry of Municipal Affairs staff advise that the proposed changes would come into force in phases, with some provisions coming into force on Royal Assent and some changes on proclamation.

Some of these changes, if proclaimed, will require changes to various municipal documents such as the Procedural By-Law, Code of Conduct and the Integrity Commissioner contract and require new policies such as a Council-Staff Relationship Policy. If changes are made to the start of the term of Council, it will provide a shorter period for staff to complete the post-election tasks and to prepare for the new Council. If approved, many of these proposals will require significant staff time for review and preparation of revised documents.

ALTERNATIVES TO CONSIDER

This report is for Council information purposes and there are no alternatives to consider. Additional information will be provided to Council if Bill 68 is passed into law.

RECOMMENDED ACTIONS

THAT Report CL 13-2017 – The Proposed Modernizing Ontario’s Municipal Legislation Act, 2016 Update be received for information

FINANCIAL IMPACT

There is no financial impact in respect to receiving this report. If some of the proposals are passed, there could be a financial impact to the municipality such as Integrity Commissioner costs if there were many complaints or questions posed to the Integrity Commissioner. Additional fees may be able to be generated for municipal services.

CONSULTATION

Ministry of Municipal Affairs staff
Other Lambton County Municipal Clerks

THE MUNICIPALITY OF LAMBTON SHORES

Report : CL 15-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Nancy Wright-Laking

RE: Licence Agreement of former Forest Scout Hall to Contact House

RECOMMENDATION:

THAT Report CL 15-2017 Licence Agreement of former Scout Hall to Contact House be received; and

THAT Council pass a by-law authorizing the Mayor and Clerk to enter into a Licence Agreement with Contact House.

SUMMARY

This report recommends that Council enter into a licence agreement of the former Forest Scout Hall with Contact House.

BACKGROUND

For a number of years, Contact House, a community food bank organization, has been using the former Scout Hall at the old Forest Arena on Townsend Line as a distribution centre. The current licence agreement expires on April 30, 2017 and Contact House has requested that the agreement be renewed for a five year period. The request made by Contact House is included as Attachment 1.

The new licence agreement contains the same clauses and costs as the previous agreement (see Attachment 2).

ALTERNATIVES TO CONSIDER

Council could alternatively discontinue the agreement with Contact House or offer a longer term agreement. Council may also consider a different fee for the use of the facility.

RECOMMENDED ACTIONS

THAT Report CL 15-2017 Licence Agreement of Scout Hall to Contact House be received; and

THAT Council pass a by-law authorizing the Mayor and Clerk to enter into a Licence Agreement with Contact House.

FINANCIAL IMPACT

Contact House has been charged \$450.00 per year under the agreement to help to offset some of the costs of utilities.

CONSULTATION

Community Services staff.

Attachment 1 – Contact House Letter of Request

Attachment 2 – Contact House Agreement

Contact House

6276 Townsend Line

Forest ON N0N 1J0

Lambton Shores

Forest ON

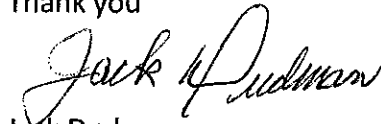
N0N 1J0



To whom it may concern:

On behalf of Contact House Food Bank I am asking the Council of Lambton Shores that Contact House Food Bank could continue to rent the former Scout Hall for the next 5 years.

Thank you



Jack Dudman

Coordinator Contact House

THIS LICENCE AGREEMENT is made the day of , 2017

BETWEEN:

The Corporation of the Municipality of Lambton Shores
hereinafter called the "Municipality"
OF THE FIRST PART

and

Contact House
hereinafter called "Contact House"
OF THE SECOND PART

WHEREAS: the Municipality is the owner of the Scout Hall, and related facilities at the Forest Arena Facility, 6276 Townsend Line, in the Municipality of Lambton Shores, in the County of Lambton,

AND WHEREAS: Contact House is desirous of using the Scout Hall herein after referred to as the "facilities",

AND WHEREAS the Municipality of Lambton Shores is empowered under Section 2 of the *Municipal Act, 2001* to manage public assets of the Municipality as it sees fit;

AND WHEREAS the Municipal Council has determined that it is in the public interest for the exclusive use of the Scout Hall to be licensed for use by the Contact House;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable consideration now paid by the Contact House to the Municipality, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

The above noted facilities, its structure and any equipment are provided in their current "as is" condition and the municipality will not be required to make any repairs, changes, alterations or replacements of same.

Municipality will perform winter maintenance at the Forest Arena Facility in accordance with the normally scheduled work.

The central hallway or lobby area of the facility will remain a "public space" to ensure that access is available to the former ice surface, dressing rooms etc. as may be needed from time to time.

The Municipality retains the right to inspect the licensed portions of the facility to ensure that maintenance and upkeep are being carried out in accordance with this agreement but shall provide Contact House with advanced notice of any such inspections.

Contact House will not assign or sub-let any portion of the property without the written consent of the Municipality.

Term of Agreement

1. This Agreement commences on May 1, 2017 and expires on April 30, 2022.

Renewals

2. This Licence Agreement terminates at the end of the term set out above but may, with the approval of both parties, either be renewed for an additional term or the terms and conditions of this agreement may continue on a month to month basis.

License Fee

3. Contact House will be responsible for paying a license fee of \$ 450.00 per year plus HST with the 2017 fee due upon signing, and the annual fee plus HST due on the 30th of April for each subsequent year of the agreement. Contact House shall also provide liability insurance as outlined in Section 5 of this agreement.

Property Taxes

4. Contact House will be responsible for all real property taxes or any other applicable taxes assessed against that portion of the facility exclusively occupied by Contact House that are or become applicable during the term of this agreement.

Risk

5. Contact House agrees to assume all risk associated with use of the licensed property and will:
 - a) carry content, property and liability insurance in an amount not less than 2 million dollars which includes the Municipality as a named insured on the property and liability policies, and will provide a copy of the policy to the Municipality at the time of the signing of the agreement; and further, that the Contact House shall provide a copy of the insurance renewal prior to the renewal of the agreement.
 - b) provide in such policy of insurance that the insurance is not to be terminated without a minimum of thirty (30) days notice to the Municipality;
 - c) provide the insurance at no expense to the Municipality and in a form that is satisfactory to the Municipality's solicitor and insurance advisor.
 - d) Contact House agrees to release and discharge, and to indemnify and save harmless, the municipality from and against all claims and proceedings, by whomsoever made or brought, in respect of any costs, losses, damages, injury or expenses arising by any reason from the use of the licenced property.

Miscellaneous

6. Included in the Licence agreement is the material listed in Schedule "A" to this agreement. It is agreed by both parties that the equipment is and shall remain the property of the Contact House.

Annual meeting

7. Contact House and the Municipality will arrange to meet annually prior to the renewal date to review the licensing agreement and to address any issues that may be causing either party a concern.

Termination with Notice

8. Either party may, in any year, cancel this licence agreement by providing to the other party at least 3 months notice.

Notice

9. Notice or other communication shall be given in writing and shall be given either by delivering same to the recipient or mailing the same to the recipient at the following address:

If to the Municipality: The Municipality of Lambton Shores
7883 Amtelecom Parkway
Forest, Ontario N0N 1J0 Attention: Clerk

If to Contact House: Contact House
C/O M. Whelan
6479 Egremont Road
Warwick Township, Ontario N0N 1J4

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seal.

Seal or witness

Contact House

Contact House

MUNICIPALITY OF LAMBTON SHORES

Bill Weber, Mayor

Nancy Wright-Laking, Clerk

Schedule "A"

Inventory List:

One (1) Full size Fridge/Freezer

One (1) All fridge

Three (3) Freezers

One (1) Stove

THE MUNICIPALITY OF LAMBTON SHORES

Report CL 16-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Nancy Wright-Laking, Clerk

RE: Harbour Sub-Leases for Commercial Fishing Operations

RECOMMENDATION:

THAT Report CL 16-2017 – Harbour Sub-Leases for Commercial Fishing Operations be received; and

THAT the draft leases be approved; and

THAT a by-law be passed authorizing the Mayor and Clerk to enter into the Commercial Fishing Operations leases.

SUMMARY

This report is provided seeking Council's authorization to renew the leases for the Commercial Fishing operations in the Grand Bend Harbour.

BACKGROUND

The Municipality of Lambton Shores leases the Harbour area in Grand Bend from the Federal Government, with the leased area encompassing the 2 piers, Government Road, the lake area in front of both the Main Beach and the South Beach, the Harbour Building and an area on River Road east of the pier.

The Head Lease between the Municipality and the Federal Government is renewed on a 5 year basis, and allows for sub-leasing of parts of the area, conditional on a portion of the revenues generated from the sub-leases being remitted annually to the Federal government.

The 2017 Harbour Sub-lease Agreements for Goodison Fisheries Ltd., Jack Liddle and Purdy Fisheries (who have two leases) have been prepared and are included as Attachments 1, 2, 3 and 4 of this report. The leases have the same terms and conditions as in previous years.

ALTERNATIVES TO CONSIDER

Council could reconsider the use of the areas for commercial purposes and/or make amendments to some or all of the conditions in the agreements.

RECOMMENDED ACTIONS

THAT Report CL 16-2017 – Harbour Sub-Leases for Commercial Fishing Operations be received; and

THAT the draft agreements be approved; and

THAT a by-law be passed authorizing the Mayor and Clerk to enter into the Commercial Fishing Operations leases.

FINANCIAL IMPACT

An annual increase of 3% was previously approved by Council.

CONSULTATION

None

Attachment 1 – Goodison Fisheries Lease

Attachment 2 – Liddle Fisheries Lease

Attachment 3 – Purdy Fisheries Ltd. Lease – Part 2

Attachment 4 – Purdy Fisheries Ltd. Lease – Part 6

THE AGREEMENT made this _____ day of _____, 2017

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter referred to as "the Lessee")

OF THE FIRST PART

- and -

GOODISON FISHERIES LTD

(Hereinafter referred to the "Sub-Lessee")

OF THE SECOND PART;

WHEREAS by a Lease dated April 1, 2014, bearing No. 201404 ON 001 in the records of the Department of Fisheries and Oceans and hereinafter referred to as the "Head Lease" granted to the Municipality of Lambton Shores, the Lessee herein has leased the land therein, TOGETHER WITH the Government Wharf and Federal Harbour Building located thereon (hereinafter referred to as "the said premises") from Her Majesty the Queen represented by the Minister of Fisheries and Oceans Canada (hereinafter called "the Lessor") for a term of five (5) years commencing on the first day of April, 2015 and ending on the thirty-first day of March 2019;

AND WHEREAS the Head Lease provides that the Lessee shall not make any assignment, transfer or sub-lease of any of the lands, rights or privileges demised or leased thereunder without obtaining the prior consent in writing of the Minister to such assignment, transfer or sub-lease;

AND WHEREAS the Lessee has agreed with the Sub-Lessee to make a Sub-Lease to him of part of the said premises in consideration of the rents, covenants, provisos and conditions contained herein;

NOW THEREFORE IT IS AGREED between the parties hereto as follows: -

1. That the Lessee hereby leases to the Sub-Lessee that certain parcel or tract of land (hereinafter referred to as "the said premises") being part of Lot 1, Lake Road West Concession (formerly in the Township of Bosanquet) now in the Municipality of Lambton Shores, County of Lambton Province of Ontario, comprising an area of One Thousand, Seven Hundred and Thirty-five (1735) square feet, more or less, and being more particularly described as Part 9, 10 and 12 on Plan of Survey No. L-853-Z prepared by John Gray, O.L.S., a copy of which is attached hereto as Schedule "A", for a term of **one (1) year**, commencing on the first day of April 2017 and ending on the thirty-first day of March, 2018, to be used for purposes in connection with the Sub-Lessee's fishing operations.

2. YIELDING AND PAYING therefore the following rent or sums in each year of the agreement, PLUS HST, payable each year in advance.

2017: \$378.08

3. The Sub-Lessee shall not, without the previous written consent of the Lessee and of the Lessor of the said premises, assign the term hereby granted or sub-let the said premises or any part thereof, providing the consent of the Lessee and the Lessor shall not be unreasonably withheld.
4. In the event of a breach of any of the agreements of the Sub-Lease herein, the Lessee may re-enter the said premises and immediately thereupon this Sub-Lease shall terminate.
5. The Sub-Lessee shall at all times indemnify and save harmless Her Majesty the Queen in right of Canada as Lessor, and the Corporation of the Municipality of Lambton Shores as Lessee, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these Presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder.

The Sub-Lessee agrees to assume all risk associated with use of the leased land and will:

- a) carry liability insurance in an amount not less than 2 million dollars which includes the Her Majesty the Queen in right of Canada, and the Corporation of the Municipality of Lambton Shores as named insureds, and will provide a copy of the policy to the Lessee at the time of the signing of the agreement; and further, that the Sub-lessee shall provide an updated copy of the insurance at the time of signing any renewal.
 - b) provide in such policy of insurance that the insurance is not to be terminated without a minimum of thirty (30) days' notice to the Lessee;
 - c) provide the insurance at no expense to the Lessee and in a form that is satisfactory to the Lessee's solicitor and insurance advisor.
6. It is agreed and understood that any buildings or other improvements on the said premises are to remain the sole property of the Sub-Lessee herein and may be removed by the Sub-Lessee at any time.
 7. The Sub-Lessee acknowledges that this lease is intended to be net and carefree to the Lessee, except as otherwise expressly set out. The Sub-lessee agrees to pay or cause to be paid, without limitation, all rates, taxes, fees, levies; development charges, and assessments, of whatsoever description, and all other costs in relation to the property including but not limited to all utility charges, including fuel for heating, propane, hydro, waste removal, and Sub-Lessee's leasehold improvements, or other charges that may at any time be lawfully imposed and become due and payable in respect of the premises, or any part of the premises. The sub-lessee shall pay or cause to be paid all utility charges,

including fuel for heating and air conditioning, hydro, water, hot water, sewage disposal, garbage removal and snow removal from sidewalks and steps leading to the premises. The sub-lessee shall be responsible for all repairs, maintenance and replacement of any equipment required for the business.

8. Except as herein otherwise provided, all of the applicable terms, agreements and conditions of the Head Lease are hereby made part of this Sub-Lease, the Sub-Lessee herein being considered as if it were the Lessee in the Head Lease. The Sub-Lessee hereby undertakes and agrees where applicable, to observe, comply and fully perform all of the terms of the Head Lease with respect to the said premises sub-let to the Sub-Lessee, as if the Lessee therein.
9. The within agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Sub-Lease is subject to and conditional upon its approval by the Lessor.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED BY the Lessee:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

MAYOR – Bill Weber

Witness

CLERK – Nancy Wright-Laking

SIGNED, SEALED AND DELIVERED
By the Sub-Lessee:

Goodison Fisheries Ltd.

Witness

Goodison Fisheries Ltd.

THE AGREEMENT made this ____ day of _____, 2017

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter referred to as "the Lessee")

OF THE FIRST PART

- and -

JACK LIDDLE

(Hereinafter referred to the "Sub-Lessee")

OF THE SECOND PART;

WHEREAS by a Lease dated April 1, 2014, bearing No. 201404 ON 001 in the records of the Department of Fisheries and Oceans and hereinafter referred to as the "Head Lease" granted to the Municipality of Lambton Shores, the Lessee herein has leased the land therein, TOGETHER WITH the Government Wharf and Federal Harbour Building located thereon (hereinafter referred to as "the said premises") from Her Majesty the Queen represented by the Minister of Fisheries and Oceans Canada (hereinafter called "the Lessor") for a term of five (5) years commencing on the first day of April, 2015 and ending on the thirty-first day of March 2019;

AND WHEREAS the Head Lease provides that the Lessee shall not make any assignment, transfer or sub-lease of any of the lands, rights or privileges demised or leased thereunder without obtaining the prior consent in writing of the Minister to such assignment, transfer or sub-lease;

AND WHEREAS the Lessee has agreed with the Sub-Lessee to make a Sub-Lease to him of part of the said premises in consideration of the rents, covenants, provisos and conditions contained herein;

NOW THEREFORE IT IS AGREED between the parties hereto as follows: -

1. That the Lessee hereby leases to the Sub-Lessee that certain parcel or tract of land (hereinafter referred to as "the said premises") being part of Lot 1, Lake Road West Concession (formerly in the Township of Bosanquet) now in the Municipality of Lambton Shores, County of Lambton Province of Ontario, comprising an area of Two Thousand, Three hundred and Sixty-Five (2,365) square feet, more or less, and being more particularly described as Part 5 on Plan of Survey No. L-853-Z prepared by John Gray, O.L.S., a copy of which is attached hereto as Schedule "A", for a term of **one (1) year**, commencing on the first day of April 2017 and ending on the thirty-first day of March, 2018, to be used for purposes in connection with the Sub-Lessee's fishing operations.

2. YIELDING AND PAYING therefore the following rent or sums in each year of the agreement, PLUS HST, payable each year in advance:

2017: \$479.04

3. The Sub-Lessee shall not, without the previous written consent of the Lessee and of the Lessor of the said premises, assign the term hereby granted or sub-let the said premises or any part thereof, providing the consent of the Lessee and the Lessor shall not be unreasonably withheld.
4. In the event of a breach of any of the agreements of the Sub-Lease herein, the Lessee may re-enter the said premises and immediately thereupon this Sub-Lease shall terminate.
5. The Sub-Lessee shall at all times indemnify and save harmless Her Majesty the Queen in right of Canada as Lessor, and the Corporation of the Municipality of Lambton Shores as Lessee, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these Presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder.

The Sub-Lessee agrees to assume all risk associated with use of the leased land and will:

- a) carry liability insurance in an amount not less than 2 million dollars which includes the Her Majesty the Queen in right of Canada, and the Corporation of the Municipality of Lambton Shores as named insureds, and will provide a copy of the policy to the Lessee at the time of the signing of the agreement; and further, that the Sub-lessee shall provide an updated copy of the insurance at the time of signing any renewal.
 - b) provide in such policy of insurance that the insurance is not to be terminated without a minimum of thirty (30) days' notice to the Lessee;
 - c) provide the insurance at no expense to the Lessee and in a form that is satisfactory to the Lessee's solicitor and insurance advisor.
6. It is agreed and understood that any buildings or other improvements on the said premises are to remain the sole property of the Sub-Lessee herein and may be removed by the Sub-Lessee at any time.
 7. The Sub-Lessee acknowledges that this lease is intended to be net and carefree to the Lessee, except as otherwise expressly set out. The Sub-lessee agrees to pay or cause to be paid, without limitation, all rates, taxes, fees, levies; development charges, and assessments, of whatsoever description, and all other costs in relation to the property including but not limited to all utility charges, including fuel for heating, propane, hydro, waste removal, and Sub-Lessee's leasehold improvements, or other charges that may at any time be lawfully

imposed and become due and payable in respect of the premises, or any part of the premises. The sub-lessee shall pay or cause to be paid all utility charges, including fuel for heating and air conditioning, hydro, water, hot water, sewage disposal, garbage removal and snow removal from sidewalks and steps leading to the premises. The sub-lessee shall be responsible for all repairs, maintenance and replacement of any equipment required for the business.

8. Except as herein otherwise provided, all of the applicable terms, agreements and conditions of the Head Lease are hereby made part of this Sub-Lease, the Sub-Lessee herein being considered as if it were the Lessee in the Head Lease. The Sub-Lessee hereby undertakes and agrees where applicable, to observe, comply and fully perform all of the terms of the Head Lease with respect to the said premises sub-let to the Sub-Lessee, as if the Lessee therein.
9. The within agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Sub-Lease is subject to and conditional upon its approval by the Lessor.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED BY the Lessee:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

MAYOR – Bill Weber

Witness

CLERK – Nancy Wright-Laking

SIGNED, SEALED AND DELIVERED
By the Sub-Lessee:

Witness

Jack Liddle

THE AGREEMENT made this ____ day of _____, 2017

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter referred to as “the Lessee”)

OF THE FIRST PART

- and -

PURDY FISHERIES LIMITED

(Hereinafter referred to the “Sub-Lessee”)

OF THE SECOND PART;

WHEREAS by a Lease dated April 1, 2014, bearing No. 201404 ON 001 in the records of the Department of Fisheries and Oceans and hereinafter referred to as the “Head Lease” granted to the Municipality of Lambton Shores, the Lessee herein has leased the land therein, TOGETHER WITH the Government Wharf and Federal Harbour Building located thereon (hereinafter referred to as “the said premises”) from Her Majesty the Queen represented by the Minister of Fisheries and Oceans Canada (hereinafter called “the Lessor”) for a term of five (5) years commencing on the first day of April, 2014 and ending on the thirty-first day of March 2019;

AND WHEREAS the Head Lease provides that the Lessee shall not make any assignment, transfer or sub-lease of any of the lands, rights or privileges demised or leased thereunder without obtaining the prior consent in writing of the Minister to such assignment, transfer or sub-lease;

AND WHEREAS the Lessee has agreed with the Sub-Lessee to make a Sub-Lease to him of part of the said premises in consideration of the rents, covenants, provisos and conditions contained herein;

NOW THEREFORE IT IS AGREED between the parties hereto as follows: -

1. That the Lessee hereby leases to the Sub-Lessee 1/3 (one – third) of that certain parcel or tract of land (hereinafter referred to as “the said premises”) being part of Lot 1, Lake Road West Concession (formerly in the Township of Bosanquet) now in the Municipality of Lambton Shores, County of Lambton Province of Ontario, comprising an area of Seven Thousand and Ninety (7090) square feet, more or less, and being more particularly described as Parts 2 on Plan of Survey No. L-853-Z prepared by John Gray, O.L.S., a copy of which is attached hereto as Schedule “A”, for a term of **one (1) year**, commencing on the first day of April 2017 and ending on the thirty-first day of March, 2018, to be used for purposes in connection with the Sub-Lessee’s fishing operations.

2. YIELDING AND PAYING therefore the following rent or sums in each year of the agreement, PLUS HST, payable each year in advance:

1/3 of Part 2 lease

2017: \$477.16

3. The Sub-Lessee shall not, without the previous written consent of the Lessee and of the Lessor of the said premises, assign the term hereby granted or sub-let the said premises or any part thereof, providing the consent of the Lessee and the Lessor shall not be unreasonably withheld.
4. In the event of a breach of any of the agreements of the Sub-Lease herein, the Lessee may re-enter the said premises and immediately thereupon this Sub-Lease shall terminate.
5. The Sub-Lessee shall at all times indemnify and save harmless Her Majesty the Queen in right of Canada as Lessor, and the Corporation of the Municipality of Lambton Shores as Lessee, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these Presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder.

The Sub-Lessee agrees to assume all risk associated with use of the leased land and will:

- a) carry liability insurance in an amount not less than 2 million dollars which includes the Her Majesty the Queen in right of Canada, and the Corporation of the Municipality of Lambton Shores as named insureds, and will provide a copy of the policy to the Lessee at the time of the signing of the agreement; and further, that the Sub-lessee shall provide an updated copy of the insurance at the time of signing any renewal.
 - b) provide in such policy of insurance that the insurance is not to be terminated without a minimum of thirty (30) days' notice to the Lessee;
 - c) provide the insurance at no expense to the Lessee and in a form that is satisfactory to the Lessee's solicitor and insurance advisor.
6. It is agreed and understood that any buildings or other improvements on the said premises are to remain the sole property of the Sub-Lessee herein and may be removed by the Sub-Lessee at any time.
 7. The Sub-Lessee acknowledges that this lease is intended to be net and carefree to the Lessee, except as otherwise expressly set out. The Sub-lessee agrees to pay or cause to be paid, without limitation, all rates, taxes, fees, levies; development charges, and assessments, of whatsoever description, and all other costs in relation to the property including but not limited to all utility charges,

including fuel for heating, propane, hydro, waste removal, and Sub-Lessee's leasehold improvements, or other charges that may at any time be lawfully imposed and become due and payable in respect of the premises, or any part of the premises. The sub-lessee shall pay or cause to be paid all utility charges, including fuel for heating and air conditioning, hydro, water, hot water, sewage disposal, garbage removal and snow removal from sidewalks and steps leading to the premises. The sub-lessee shall be responsible for all repairs, maintenance and replacement of any equipment required for the business.

8. Except as herein otherwise provided, all of the applicable terms, agreements and conditions of the Head Lease are hereby made part of this Sub-Lease, the Sub-Lessee herein being considered as if it were the Lessee in the Head Lease. The Sub-Lessee hereby undertakes and agrees where applicable, to observe, comply and fully perform all of the terms of the Head Lease with respect to the said premises sub-let to the Sub-Lessee, as if the Lessee therein.
9. The within agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Sub-Lease is subject to and conditional upon its approval by the Lessor.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED BY the Lessee:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

MAYOR – Bill Weber

Witness

CLERK – Nancy Wright-Laking

SIGNED, SEALED AND DELIVERED
By the Sub-Lessee:

Purdy Fisheries Limited

Witness

Purdy Fisheries Limited

THE AGREEMENT made this ____ day of _____, 2017

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter referred to as "the Lessee")

OF THE FIRST PART

- and -

PURDY FISHERIES LIMITED

(Hereinafter referred to the "Sub-Lessee")

OF THE SECOND PART;

WHEREAS by a Lease dated April 1, 2014, bearing No. 201404 ON 001 in the records of the Department of Fisheries and Oceans and hereinafter referred to as the "Head Lease" granted to the Municipality of Lambton Shores, the Lessee herein has leased the land therein, TOGETHER WITH the Government Wharf and Federal Harbour Building located thereon (hereinafter referred to as "the said premises") from Her Majesty the Queen represented by the Minister of Fisheries and Oceans Canada (hereinafter called "the Lessor") for a term of five (5) years commencing on the first day of April, 2014 and ending on the thirty-first day of March 2019;

AND WHEREAS the Head Lease provides that the Lessee shall not make any assignment, transfer or sub-lease of any of the lands, rights or privileges demised or leased thereunder without obtaining the prior consent in writing of the Minister to such assignment, transfer or sub-lease;

AND WHEREAS the Lessee has agreed with the Sub-Lessee to make a Sub-Lease to him of part of the said premises in consideration of the rents, covenants, provisos and conditions contained herein;

NOW THEREFORE IT IS AGREED between the parties hereto as follows: -

1. That the Lessee hereby leases to the Sub-Lessee that certain parcel or tract of land (hereinafter referred to as "the said premises") being part of Lot 1, Lake Road West Concession (formerly in the Township of Bosanquet) now in the Municipality of Lambton Shores, County of Lambton Province of Ontario, comprising an area of Two Thousand, Four Hundred, and Seventy Five (2,475) square feet, more or less, and being more particularly described as Part 6 on Plan of Survey No. L-853-Z prepared by John Gray, O.L.S., a copy of which is attached hereto as Schedule "A", for a term of **One (1) year**, commencing on the first day of April, 2017 and ending on the thirty-first day of March, 2018, to be used for purposes in connection with the Sub-Lessee's fishing operations.

2. YIELDING AND PAYING therefore the following rent or sums in each year of the agreement, **PLUS HST**, payable each year in advance:

2017: \$529.31

3. The Sub-Lessee shall not, without the previous written consent of the Lessee and of the Lessor of the said premises, assign the term hereby granted or sub-let the said premises or any part thereof, providing the consent of the Lessee and the Lessor shall not be unreasonably withheld.
4. In the event of a breach of any of the agreements of the Sub-Lease herein, the Lessee may re-enter the said premises and immediately thereupon this Sub-Lease shall terminate.
5. The Sub-Lessee shall at all times indemnify and save harmless Her Majesty the Queen in right of Canada as Lessor, and the Corporation of the Municipality of Lambton Shores as Lessee, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these Presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder.

The Sub-Lessee agrees to assume all risk associated with use of the leased land and will:

- a) carry liability insurance in an amount not less than 2 million dollars which includes the Her Majesty the Queen in right of Canada, and the Corporation of the Municipality of Lambton Shores as named insureds, and will provide a copy of the policy to the Lessee at the time of the signing of the agreement; and further, that the Sub-lessee shall provide an updated copy of the insurance at the time of signing any renewal.
 - b) provide in such policy of insurance that the insurance is not to be terminated without a minimum of thirty (30) days' notice to the Lessee;
 - c) provide the insurance at no expense to the Lessee and in a form that is satisfactory to the Lessee's solicitor and insurance advisor.
6. It is agreed and understood that any buildings or other improvements on the said premises are to remain the sole property of the Sub-Lessee herein and may be removed by the Sub-Lessee at any time.
 7. The Sub-Lessee acknowledges that this lease is intended to be net and carefree to the Lessee, except as otherwise expressly set out. The Sub-lessee agrees to pay or cause to be paid, without limitation, all rates, taxes, fees, levies; development charges, and assessments, of whatsoever description, and all other costs in relation to the property including but not limited to all utility charges, including fuel for heating, propane, hydro, waste removal, and Sub-Lessee's leasehold improvements, or other charges that may at any time be lawfully

imposed and become due and payable in respect of the premises, or any part of the premises. The sub-lessee shall pay or cause to be paid all utility charges, including fuel for heating and air conditioning, hydro, water, hot water, sewage disposal, garbage removal and snow removal from sidewalks and steps leading to the premises. The sub-lessee shall be responsible for all repairs, maintenance and replacement of any equipment required for the business.

8. Except as herein otherwise provided, all of the applicable terms, agreements and conditions of the Head Lease are hereby made part of this Sub-Lease, the Sub-Lessee herein being considered as if it were the Lessee in the Head Lease. The Sub-Lessee hereby undertakes and agrees where applicable, to observe, comply and fully perform all of the terms of the Head Lease with respect to the said premises sub-let to the Sub-Lessee, as if the Lessee therein.
9. The within agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Sub-Lease is subject to and conditional upon its approval by the Lessor.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED BY the Lessee:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

MAYOR – Bill Weber

Witness

CLERK – Nancy Wright-Laking

SIGNED, SEALED AND DELIVERED
By the Sub-Lessee:

Purdy Fisheries Limited

Witness

Purdy Fisheries Limited

THE MUNICIPALITY OF LAMBTON SHORES

Report CL17- 2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council

FROM: Nancy Wright-Laking, Clerk

RE: Marriage Solemnization By-Law

RECOMMENDATION:

THAT Report CL 17-2017 Marriage Solemnization By-Law be received; and

THAT an updated by-law be passed for Marriage Solemnization in Lambton Shores and that By-Law 31 of 2013 be repealed.

SUMMARY

This report is to provide information to Council on marriage solemnization and to seek approval to pass a new by-law for the municipality.

BACKGROUND

In 2004, the province provided the authority for Clerks of Municipalities to provide marriage solemnization services under the *Marriage Act, R.S.O., c.M.3.* (the Act). By-Law 31 of 2012 was passed wherein Council provided for civil marriage solemnization services in Lambton Shores. The by-law specifically named the previous clerk of the municipality as the authorized individual to perform marriages. This step was unnecessary as the Act provides that the Clerk of the Municipality (whoever that may be) is authorized to provide this service.

By-Law 31 of 2012 is provided as an attachment to this report in order to show the proposed changes.

It is recommended that By-Law 31 of 2012 be repealed and replaced with a new by-law that provides the authority for civil marriage solemnization services in the municipality only as required by the Act. This will enable the Clerk to move forward with this service as requested.

ALTERNATIVES TO CONSIDER

There are no alternatives to consider.

RECOMMENDED ACTIONS

THAT Report CL 17-2017 Marriage Solemnization By-Law be received; and

THAT an updated by-law be passed for Marriage Solemnization in Lambton Shores and that By-Law 31 of 2012 be repealed.

FINANCIAL IMPACT

There is no financial impact in respect to this report.

CONSULTATION

None

ATTACHMENT

1. By-Law 31 or 2012 showing proposed changes

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 31 OF 2012

Being a By-law to authorize the Civil Marriage Solemnization service
by the Clerk of the Corporation of the Municipality of Lambton Shores

WHEREAS: Ontario Regulation 285/04 provides for the authorization of the Clerk to solemnize marriages with the authority of a licence;

~~**AND WHEREAS:** Council considers it desirable to have civil marriage solemnization services performed by the Clerk, and performed in Lambton Shores:~~

NOW THEREFORE the Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The Council for the Municipality of Lambton Shores does hereby direct that the civil marriage solemnization services be implement in the municipality;
- ~~2. That Council recognizes that Carol McKenzie is authorized to solemnize marriages, and in the Municipality of Lambton Shores as set out under Ontario Regulation 285/04 and the Marriage Act, R.S.O. 1990, Chapter M.3 for the Province of Ontario.~~
- ~~3. Carol McKenzie may, at her discretion, solemnize civil marriages at times and locations which are agreeable to all parties.~~
4. That this by-law shall come into force and be effective upon the passing thereof.

Read a FIRST and SECOND time this 2nd day of April, 2012.

READ A THIRD TIME AND FINALLY PASSED THIS 2nd DAY OF APRIL, 2012.

MAYOR – Bill Weber

CLERK – Carol McKenzie

THE MUNICIPALITY OF LAMBTON SHORES

Report CAO 06-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Kevin Williams, Chief Administrative Officer
RE: Reconsideration of 2011 Duffus Drain Agreement

RECOMMENDATION:

THAT Report CAO 06-2017 concerning reconsideration of the 2011 Duffus Drain Agreement be received; and

THAT Council provide direction to staff related to this matter.

SUMMARY

This report provides background related to the 2011 agreement between Kettle and Stony Point First Nations and Lambton Shores for the maintenance of the Duffus Drain, particularly as it enters a watercourse that crosses the lands of the former Ipperwash Park. Additionally this report presents possible revisions to that agreement for the consideration of Council.

BACKGROUND

The Addition To Reserve (ATR) process is nearing its completion for the provincial and federal turnover of the Former Ipperwash Park to the Chippewas of Kettle and Stony Point First Nation. As part of the process, the province has asked the municipality to identify any issues or concerns that it may have with the transfer. Report CAO 07-2017 on this agenda identifies the issues that have been addressed through the staff consultation process and seeks Council approval to formally acknowledge them with the Province.

One of the discussion points has revolved around the joint agreement signed in 2011 for the ongoing operation of the Duffus Drain and its management as it outlets through the former Ipperwash Park. For council's information, Report CAO 34-2011 is appended to this report to provide background to the signing of this agreement. Council will note that document has been executed and is intended to take effect at the time the former park is officially transferred and becomes reserve land.

CAO Report 34-2011 anticipated the merit of revisiting the agreement at some point in the future, and related issues have been considered by staff and legal counsel of both the First Nation and the Municipality. As a result, a revised agreement has been drafted for the consideration of each organization.

Attachment 2 to this report is a draft of the revised agreement. The relationship between clauses of the two agreements is provided in the margin of Attachment 2. In general terms the changes are being considered to:

- Provide a clear acknowledgement of the need for the drain to continue functioning as it now does.
- Provide assurances to the First Nation that the cost of maintaining the watercourse for municipal drain purposes is a municipal responsibility.
- Provide a lengthened term of the agreement to 20 years with the inclusion of a renewal and continuation clause.

The Council of Kettle and Stony Point First Nation has considered the draft revision and approved the following motion as provided from the minutes of their meeting on November 28, 2016:

4. Draft Duffus Drain Agreement – Verna George, Negotiations Director

Verna presented the draft agreement for Council's consideration. Lambton Shores will maintain at their cost; if work is done, they will provide a report to the First Nation. The current term is 15 years however; Lambton Shores is requesting a 20 year agreement. Chief Bressette recommends an agreement with 10 year intervals.

**MOTION 3 Moved by: Marshall George Seconded by: Peter Cloud
The First Nation Council approves the draft Duffus Drain Agreement
with Lambton Shores providing the timeframe is in 10 year
intervals. CARRIED.**

Verna will forward the suggested timeframe to Lambton Shores.

Lambton Shores and First Nation staff met with provincial and federal facilitators on March 23, 2017 at which time this motion was discussed and an explanation was provided for the suggestion of a shortened timeframe. The rationale given is that the First Nation hopes to undertake development on former Camp Ipperwash and Ipperwash Park lands and there may be a need to revisit drainage impacts in a timeframe sooner than the proposed 20 year term of the agreement.

Staff note that the existing agreement does include clause 2f anticipating the need for an annual review of drainage plan concerns on the reserve lands and the new agreement proposal identifies the opportunity for this dialogue through proposed section 5i. It should also be noted that there have been no issues or concerns raised by either party related to the current maintenance activities associated with the drain. Should Council agree with the First Nation resolution to shorten the term of the revised agreement, it is recognized that Section 1 (Term) of the agreement will need to be reworded to recognize 10 year "intervals".

ALTERNATIVES TO CONSIDER

Council is being asked to consider rescinding Council resolution 11-0606-21 as recommended through CAO Report 34-2011 and By-Law 44 of 2011 approving the 2011 agreement and to subsequently approve a new agreement. It would have been staff's recommendation to consider approving the attached draft 20 year agreement however such an approval will not meet the term established by the First Nation. Accordingly, staff suggest that Council has three alternatives:

- Adopt a resolution indicating intent to rescind Council resolution 11-0606-21 and Bylaw 44 of 2011 in order to approve a revised Agreement for Drainage through the Former Ipperwash Provincial Park on the basis of the draft agreement included with this report, and pending Council's approval of a final draft that includes wording similar to the First Nation request for "10 year intervals"
- Request through resolution that the First Nation consider changes to the term, and any other changes that Council wishes to the agreement
- Suggest that any further consideration of this agreement be held in abeyance until such time as the matters can be discussed between councils at a joint council meeting, and continue to support the existing 15 year agreement as executed in 2011.

RECOMMENDED ACTIONS

THAT Report CAO 06-2017 concerning reconsideration of the 2011 Duffus Drain Agreement be received; and

THAT Council provide direction to staff related to this matter.

FINANCIAL IMPACT

There is no financial impact associated with Council's receipt of this report. Any costs related to maintenance of the drain are allocated as per the assessment schedule established for the Duffus Drain and are not anticipated to be any different regardless of the form of agreement.

CONSULTATION

Steve McAuley, Director of Community Services
Barry Card, Solicitor

ATTACHMENTS

1. CAO Report 34-2011
2. Draft Agreement

THE MUNICIPALITY OF LAMBTON SHORES

C.A.O. Report No. 34-2011

Thursday, May 26, 2011

TO: Mayor Weber & Members of Council

FROM: John Byrne, Chief Administrative Officer

RE: Agreement between Lambton Shores and the Kettle & Stony Point First Nation – Maintenance of the Duffus Drain

RECOMMENDATION:

That C.A.O. Report No. 34-2011 regarding an agreement between the Municipality of Lambton Shores and the Kettle & Stony Point First Nation for the maintenance of the Duffus Drain be received and that the appropriate by-law be passed to authorize execution of the agreement.

REPORT

The Duffus Drain services lands in Lambton Shores but outlets through the former Provincial Park lands and into Lake Huron. As a result of the transfer of the former Ipperwash Provincial Park to the Kettle & Stony Point First Nation it is prudent to enter into an agreement with the Kettle & Stony Point First Nation to address the ongoing maintenance and upkeep of the drain. The staff and solicitors for both parties have met to discuss the nature and content of such an agreement and the agreement attached to By-law 34-2011, has been prepared and approved by both parties for execution.

Ideally the Kettle & Stony Point First Nation and Lambton Shores see the merit of developing a more comprehensive agreement that will address issues of maintenance and other concerns that may arise from time to time, but because of the time frames associated with the transfer of the park, the Duffus Drain was the most pressing issue to be addressed.

Respectfully submitted,



John Byrne
Chief Administrative Officer

Minutes of the June 6, 2011 Council Meeting

And further that staff be directed to continue to monitor the water levels in the Ausable River Cut, to ensure that a reasonably safe passage for watercraft is maintained as may be practical and safe;

And further that CAO Report No. 31-2011 be received and
Carried

6.4 C.A.O. Report No. 34-2011 – Re: Agreement between Lambton Shores and the Kettle & Stony Point First Nation – Maintenance of the Duffus Drain

The Duffus Drain services lands in Lambton Shores and outlets through the former Provincial Park lands into Lake Huron. As a result of the transfer of the former Ipperwash Provincial Park to the Kettle & Stony Point First Nation, it is necessary to enter into an agreement with the Kettle & Stony Point First Nation to address the ongoing maintenance and upkeep of the drain. This agreement has been prepared and approved by both parties and is now ready for execution.

**11-0606-21 Moved by: Councillor Illman
Seconded by: Councillor Underwood**

That C.A.O. Report No. 34-2011 regarding an agreement between the Municipality of Lambton Shores and the Kettle & Stony Point First Nation for the maintenance of the Duffus Drain be received and that the appropriate by-law be passed to authorize execution of the agreement.
Carried

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 44 OF 2011

Being a By-law to authorize an Agreement between the
Corporation of the Municipality of Lambton Shores and
The Kettle and Stony Point First Nation

WHEREAS: The Municipality of Lambton Shores and the "Kettle and Stony Point First Nation are desirous of entering into an agreement to deal with drainage issues affecting the former Ipperwash Provincial Park;

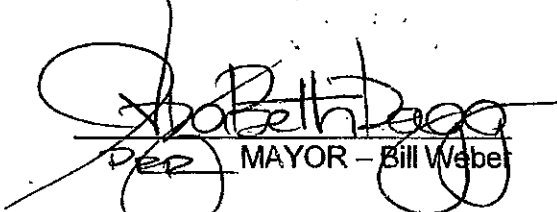
AND WHEREAS: It is deemed appropriate for the Municipality to enter into an agreement with the Kettle and Stony Point First Nation Kettle and Stony Point First Nation that outlines the roles of each party respecting drainage issues, and to authorize the Mayor and Clerk to sign the necessary agreement;


NOW THEREFORE the Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and the Kettle and Stony Point First Nation, a copy of which is attached to this by-law as "Schedule "A", and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time this 6th day of June, 2011.

READ A THIRD TIME AND FINALLY PASSED THIS 6th DAY OF JUNE, 2011.


Per MAYOR – Bill Weber


CLERK – Carol McKenzie

THIS AGREEMENT made in triplicate this 20th day of June, 2011

BETWEEN:

Kettle and Stony Point First Nations
hereinafter called the "First Nations"

OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

hereinafter called the "Municipality"

OF THE SECOND PART

RE: DRAINAGE THROUGH FORMER IPPERWASH PROVINCIAL PARK

WHEREAS The Duffus Drain (the "Drain") governed by Municipal By-law 19-96 is a drain under the control of the Municipality of Lambton Shores (the "Municipality") and subject to the Drainage Act (Ontario) with a terminus at the northeast outlet of three culverts under Army Camp Road at the boundary of the former Ipperwash Provincial Park;

AND WHEREAS Water flowing through the Drain then enters Duffus Creek and courses through the former park to its outlet into Lake Huron;

AND WHEREAS Ontario and the Chippewas of Kettle and Stony Point (the "First Nation") have agreed that Ontario will transfer the former park lands to Canada to be set aside as a reserve within the meaning of the Indian Act (Canada) for the use and benefit of the First Nation;

AND WHEREAS The Municipality and the First Nation are agreed to enter into an agreement including mutual undertakings and obligations to ensure the maintenance of their respective watercourses for a period of time during which they will consult with each other to develop plans for a comprehensive drainage plan for the area around the intended reserve lands, including former Camp Ipperwash;

NOW THEREFORE THIS AGREEMENT WITNESSETH: That the parties hereto in consideration of the sum of Five (\$5.00) Dollars of lawful money of Canada paid by the each party to the other, the receipt of which is hereby acknowledged, covenant and agree with each other as follows:

1. The term of this agreement shall be fifteen (15) years commencing on the day that the former park lands are set aside as reserve lands by Canada.
2. During the term of this agreement,
 - (a) Each party will take all reasonable and necessary measures to ensure seasonal water flow through the watercourse under its control;
 - (b) Each party will maintain its watercourse and banks in good and serviceable condition;
 - (c) Either party may give notice to the other of any obstruction observed in the other's watercourse or of any concern about maintenance, and the party receiving notice will take prompt and effective measures to clear an obstruction or to correct any deficiencies;
 - (d) Either party may request access to the watercourse of the other for inspection purposes, which access will not be unreasonably denied, and either party may enter upon the watercourse of the other in the event of an emergency in which case notice of such entry and a report of any activity engaged in will be promptly given to the other party;
 - (e) Both parties will take such measures within its control to ensure compliance with the water quality requirements of the Drainage Act and Regulations, whether or not they strictly apply to any watercourse, or section thereof, as a matter of law;
 - (f) Both parties will engage in regular consultations with a view to developing an overall drainage strategy or plan for the area around the reserve in question, including lands in former Camp Ipperwash, and will meet at least annually to review progress and concerns;
 - (g) Any dispute arising out of this agreement with respect to the performance of either party of its obligations shall be referred to mediation, the parties to agree upon a mediator or apply to a court of competent jurisdiction to appoint a mediator if no agreement is reached within 21 days, each party bearing its own costs for the process. Should mediation not succeed in resolving the dispute, the parties are free to seek such remedies as may be available to them at law.
 - (h) Any process of dispute resolution does not relieve either party from the obligation to comply with clauses (a) and (b).
3. Nothing in this agreement shall be construed as creating a partnership, joint venture or any other relationship that would compromise the independence of

either government party, and neither party shall hold itself out as being the agent of the other for any purpose of this agreement without the express written consent of the other party.

4. This agreement creates no interest or licence in favour of either party in land or waters of the other party.
5. Notice under this agreement may be given:

To the First Nation at:

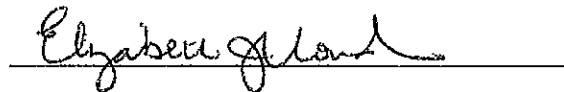
Kettle and Stony Point First Nations
6247 Indian Lane
Kettle & Stony Point, On NON 1J1

To the Municipality at:

Municipality of Lambton Shores
7883 Amtelecom Parkway
Forest, Ontario NON IJO

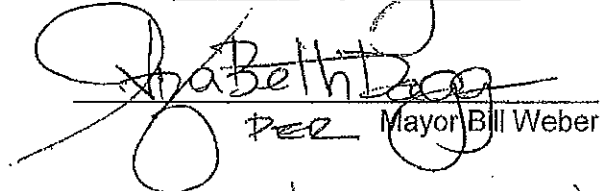
6. This agreement may be amended, extended or replaced by the parties in the same manner in which it has been entered into by each of them, respectively.

Signed on behalf of the First Nation as duly authorized by resolution of Council dated June 7th, 2011.



Chief Elizabeth Cloud

Signed on behalf of the Municipality
On the 6th day of June, 2011



PER Mayor Bill Weber



Clerk Carol McKenzie

THIS AGREEMENT made this day of , 201

BETWEEN:

CHIPPEWAS OF KETTLE AND STONY POINT FIRST NATION

Hereinafter called the "First Nation"

OF THE FIRST PART

-and-

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

Hereinafter called the "Municipality"

OF THE SECOND PART

RE: DRAINAGE THROUGH FORMER IPPERWASH PROVINCIAL PARK

WHEREAS the Duffus Drain (the "Drain") was established by Municipal By-Law 19-96 of the Municipality of Lambton Shores (the "Municipality") pursuant to the Drainage Act with a terminus at the northeast outlet of three culverts under Army Camp Road at the boundary of the former Ipperwash Provincial Park (the "Park");

Comment [Kevin W11]: Unchanged

AND WHEREAS water flowing through the Drain then enters Duffus Creek and courses through the former Park to its outlet into Lake Huron;

Comment [Kevin W12]: Unchanged

AND WHEREAS Her Majesty the Queen in Right of Ontario ("Ontario") and the Chippewas of Kettle and Stony Point (the "First Nation") have agreed that Ontario will transfer the former Park to Her Majesty the Queen in Right of Canada ("Canada"), to be set aside as a "Reserve" within the meaning of the federal Indian Act for the use and benefit of the First Nation;

Comment [Kevin W13]: Wording changes, same intent

AND WHEREAS The Municipality and the First Nation wish to enter into an agreement including mutual undertakings and obligations to ensure the Municipality is able to perform proper maintenance of the Duffus Creek through the former Park, which will be transferred to Canada for the use and benefit of the First Nation as a Reserve;

Comment [Kevin W14]: Clarifies municipal ability to maintain creek.

NOW THEREFORE THIS AGREEMENT WITNESSETH: That the Parties hereto in consideration of the sum of Five (\$5.00) Dollars of lawful money of Canada paid by the each Party to the other, the receipt of which is hereby acknowledged, covenant and agree with each other as follows:

1. **Term.** The term of this agreement shall be twenty (20) years commencing on the day an Order in Council establishes the former Park as a Reserve by Canada.

Comment [Kevin W15]: Term Change from 15. KP council requesting 10 year intervals.

2. **Early Termination.** Early termination of this agreement is not permitted without the agreement of the Parties.

3. **Notice of Termination.** Either Party may give a minimum of 6 months written notice to the other for the termination of this agreement on a date no earlier than the end of the Term.

Comment [Kevin W16]: Clauses 2 and 3 to protect each party's interest.

4. **Renewal.** This agreement may be amended, extended or replaced by agreement of the Parties at any time and, notwithstanding section 1 of this agreement, continues until the Parties have either entered into a successor agreement or the agreement has been terminated through notice as above.

Comment [Kevin W17]: Clarifies existing Clause 6 and enables continuance.

5. **Continuation of Municipal Drain.**

a. It is the intention of the parties that the Drain continue to be governed by the provincial Drainage Act.

Comment [Kevin W18]: 5a, 5b, 5c replace existing Clauses 2a, 2b and clarify operational requirements.

b. The Municipality will maintain the Drain as required under the Drainage Act;

c. The Parties agree that it is in their mutual interest for the Drain to continue to discharge to the Duffus Creek;

d. The First Nation grants the Municipality the right to enter the Reserve with appropriate notice, for the purpose of such inspections, maintenance or repairs to the Duffus Creek watercourse as the Municipality considers advisable, provided that all such activity is undertaken at the expense of the Municipality and in compliance with applicable requirements.

e. The municipality will, during the Term, provide the First Nation with annual reports concerning work undertaken to Duffus Creek;

f. If the First Nation conducts work to the Duffus Creek watercourse or permits new drainage works to discharge to the Duffus Creek, it shall advise the Municipality;

g. Either party may give notice to the other of any obstruction observed in the Drain or Duffus Creek, or any concern about maintenance;

h. The Municipality will take such measures respecting the Drain as required to achieve compliance with provincial water quality objectives, which measures shall be reported to the First Nation;

i. The parties may engage in consultation for the purpose of developing a drainage strategy or plan for the area around the Reserve.

Comment [Kevin Wil109]: Clarification to replace clause 2d.

Comment [Kevin Wil110]: Separated from existing clause 2d.

Comment [Kevin Wil111]: Separated from existing clause 2e.

Comment [Kevin Wil112]: Replaces clause 2c

Comment [Kevin Wil113]: Replaces clause 2e.

Comment [Kevin Wil114]: Replaces clause 2f.

6. **Relationship.** Nothing in this agreement shall be construed as creating a partnership, joint venture or any other relationship that would compromise the independence of either (governmental) party, and neither party shall hold itself out as being the agent of the other for any purpose without the express written consent of the other party.

Comment [Kevin Wil115]: Same as clause 3.

7. **Contractual Arrangements** This agreement is in the nature of a contract and creates no interest or licence in favour of either party.

Comment [Kevin Wil116]: Replaces clause 4.

8. **Notice.** Notice under this agreement may be given:

To the First Nation at:

Kettle and Stony Point First Nation
6247 Indian Lane
Kettle & Stony Point First Nation, ON N0N 1J1

To the Municipality at:

Clerk
Municipality of Lambton Shores
7883 Amtelecom Parkway
Forest, Ontario N0N 1J0

9. **Whole Agreement.** The Parties hereby confirm that this agreement is complete and contains all particulars of the arrangements they have agreed upon. All previous (draft) versions of the agreement, discussions between the parties and other documents are superseded by this agreement.

Signed on behalf of the First Nation as duly authorized by resolution of Council
 dated _____ 20____

 (Name and Position) On behalf of the Chippewas of Kettle and Stony Point First Nation

Signed on behalf of the Municipality as duly authorized by resolution of Council
 dated _____ 20____

 (Name and Position) On behalf of the Municipality of Lambton Shores

THE MUNICIPALITY OF LAMBTON SHORES

Report CAO 07-2017

Council Meeting Date: April 25, 2017

TO: Mayor Weber and Members of Council
FROM: Kevin Williams, Chief Administrative Officer
RE: Municipal Consultation related to the Ipperwash Park Addition to Reserve (ATR) process

RECOMMENDATION:

THAT Report CAO 07-2017 regarding the Municipal Consultation related to the Ipperwash Park Addition to Reserve (ATR) process be received; and

THAT a letter of acknowledgement be provided to the Ontario Ministry of Indigenous Relations and Reconciliation.

SUMMARY

This report relates to the provincial/federal transfer of the Former Ipperwash park to the Chippewas of Kettle and Stony Point First Nation and outlines concerns of the municipality that were identified through consultation with the three parties.

BACKGROUND

The Addition To Reserve (ATR) process is nearing its completion for the provincial and federal turnover of the Former Ipperwash Park to the First Nation. As part of the process, Council is being asked to formalize any concerns with the Ontario Ministry of Indigenous Relation and Reconciliation, or alternatively acknowledge what its understandings are.

The former park is located to the east of Army Camp Road and extends from the Lake Huron shoreline to the former Matheson Road Allowance that once separated the park from the former Camp Ipperwash military training base. Attachment 1 is provided as an overview of the lands being transferred. In 2010 Council approved the transfer of the Matheson Drive road allowance to the province through Resolution 10-0809-10 and By-Law 67 of 2010 as one of the first steps toward this ATR process. As Council is also aware, it has also entered into a management agreement with the First Nation for the Duffus Drain through Resolution 11-0606-21 and By-Law 44 of 2011.

Staff have identified three areas of concerns that have been reviewed for their impact on the municipality.

1. Beach/Waterfront Access.
 - a. Surveys have confirmed that existing municipal access to the waterfront is not impacted by the transfer
2. Road Issues
 - a. The Former Matheson Road has been transferred to the province and is no longer a concern to the municipality.
 - b. Surveys have confirmed that the former park area impacted by the transfer is outside of the Army Camp Road allowance and as such the entire right of way remains in municipal ownership.
 - c. It has been determined that any future development of the ATR lands will require the First Nation to apply for road access and utility connection permits as would any other third party to the municipality
3. Duffus Drain
 - a. The Duffus Drain has historically outflowed under Army Camp Road and into the watercourse that transits the former Park to its terminus at Lake Huron. The municipality and the First Nation have executed an agreement for the ongoing maintenance of the watercourse to take effect from the date of federal transfer to reserve. The continuance of this historic drainage pattern is important to the municipality and as such it is expected that this agreement will continue to be supported either in its existing form or through mutually agreed upon revisions.

Given the foregoing, staff recommends that the province be formally advised that the municipality has considered the above issues through the consultation process and has identified no other concerns. Attachment 2 is provided as a draft letter to satisfy the provincial consultation process.

ALTERNATIVES TO CONSIDER

This report is provided to satisfy the municipal consultation requirement of the ATR process. Staff is not aware of any other municipal impacts. Council can identify further issues for discussion or clarification if it wishes before sending the acknowledgement letter.

RECOMMENDED ACTIONS

THAT Report CAO 07-2017 regarding the Municipal Consultation related to the Ipperwash Park Addition to Reserve (ATR) process be received; and

THAT a letter of acknowledgement be provided to the Ontario Ministry of Indigenous Relations and Reconciliation.

FINANCIAL IMPACT

There is no direct financial impact associated with Council's acknowledgement of its participation in the ATR consultation process.

CONSULTATION

Steve McAuley, Director of Community Services

Barry Card, Solicitor

Lorraine George, CEO Kettle and Stony Point First Nation

Verna George, Director for Negotiations, Kettle and Stony Point First Nation

Sean Thompson, Indigenous and Northern Affairs Canada

Rosalyn Yake, Ontario Ministry of Indigenous Relations and Reconciliation

ATTACHMENT

1. Figure showing outline of lands under consideration of ATR
2. Draft letter to Ontario Ministry of Indigenous Relations and Reconciliation.

Attachment 1



Attachment 2

DRAFT

Rosalyn Yake
Associate Negotiator
Ministry of Indigenous Relations and Reconciliation
Community Initiatives Branch
160 Bloor St East, Toronto

Dear Rosalyn,

Thank you for the invitation to discuss the Municipality of Lambton Shores' concerns and interests as part of the Addition-to-Reserve (ATR) process for the transfer of the former Ipperwash Provincial Park to the Kettle and Stony Point First Nation.

A number of issues were discussed and resolved throughout the consultation process. Most notably, these included the following:

- That there were no known impediments to the continuance of public waterfront access through existing access points off the end of Army Camp Road,
- Surveyed confirmation that the transfer would not negatively impact the municipally owned Army Camp Road Allowance, and
- Assurances that the Agreement between the municipality and the First nation for the maintenance and operation of Duffus Drain including its outflow into the watercourse through the transfer lands will continue after the transfer, either in its current form or through mutually agreed revision.

Accordingly, the Municipality is prepared to confirm that Lambton Shores has no objections with this ATR proceeding and has authorized this letter with the following resolution:

THAT Report CAO 07-2017 regarding the Municipal Consultation related to the Ipperwash Park Addition to Reserve (ATR) process be received; and

THAT a letter of acknowledgement be provided to the Ontario Ministry of Indigenous Relations and Reconciliation.

On behalf of the Municipality of Lambton Shores I wish you, Sean, and Lorraine good fortune as you finalize other outstanding requirements associated with the ATR process. We look forward to the day that the transfer is complete and the First Nation can advance its plan to establish a cultural heritage centre on the site.

Kevin Williams
CAO
Municipality of Lambton Shores

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 34 OF 2017

Being a By-law to amend By-law 1 of 2003
(7545 Riverside Drive, Port Franks)

WHEREAS: The Council of the Corporation of the Municipality of Lambton Shores passed a comprehensive Zoning By-law 1 of 2003 on the 4th day of February, 2003; and

WHEREAS: Council deems it desirable to amend the said By-law; and

WHEREAS: A public meeting was held on March 28, 2017 under Section 34(12) of the Planning Act, R.S.O., 1990;

THEREFORE: The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. That Schedule "A" attached hereto (being a description of the lands affected by this By-law) is hereby declared to form part of this By-law.
2. Section 11.4 of By-law 1 of 2003 is hereby amended by adding the following thereto:

f) **Exception 5 to the Residential 5 (R5) Zone**

Notwithstanding any other provisions of this By-law to the contrary, on lands zoned Residential 5.5 (R5-5) on Schedule "A-3" to this By-law, and known municipally as 7545 Riverside Drive, Port Franks the following regulations apply:

1. **PERMITTED USES**

No land, Building, or Structure shall be used or erected in the Residential 5.5 (R5-5) Zone except for a Multiple Dwelling containing a maximum of six dwelling units located in the building existing on the property on April 25, 2017 and Buildings and Structures and Uses Accessory to a Multiple Dwelling.

2. **SITE REGULATIONS**

- | | |
|--------------------------|------------------------------|
| a) Minimum Lot Area: | As existed on April 25, 2017 |
| a) Minimum Lot Frontage: | As existed on April 25, 2017 |

- b) Maximum Number of Dwelling Units: 6
- c) Minimum Front Yard Setback: As existed on April 25, 2017
- d) Minimum Interior Side Yard Setback: As existed on April 25, 2017
- h) Maximum Lot Coverage: 50%
- i) Maximum Building Height: As existed on April 25, 2017
- j) Minimum Landscaped Open Space: 25%

3. SPECIAL REQUIREMENTS:

- a) No dwelling unit shall be rented/leased for a time period of less than 6 months.

3. Section 4.3.2 of By-law 1 of 2003 is hereby amended by adding the following thereto:

p) **Holding Provisions 16 (H16)**

Where a holding symbol H16 is added as a suffix to any Zone category on Schedule “A-3” to this By-law, the Holding 16 symbol shall not be removed until the following conditions have been met:

- i) A new tertiary septic system being installed on the property to the satisfaction of the County of Lambton and the Municipality;
- ii) A building permit being applied for and obtained for the 2 existing units on the ground floor of the building and those portions of those units which the Municipality has reason to believe have not been constructed in compliance with the Act, being uncovered to the satisfaction of the Municipality; and
- iii) Permits from the Ausable Bayfield Conservation Authority have been issued.

4. Schedule “A-3” to Zoning By-law 1 of 2003 is hereby amended by changing the zone symbol that applies to those lands as indicated on Schedule ‘A’ to this By-law from the:

“COMMERCIAL - 12 (C12)”

to the

“RESIDENTIAL 5.5 (R5-5)(H16)”

5. This By-law shall come into force and effect pursuant to Section 34(21) or Section 34(30) of the Planning Act, R.S.O. 1990.

Read a FIRST and SECOND time this 28th day of March, 2017.

READ A THIRD TIME AND FINALLY PASSED THIS 28th DAY of March, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

Municipality of Lambton Shores

SCHEDULE "A"

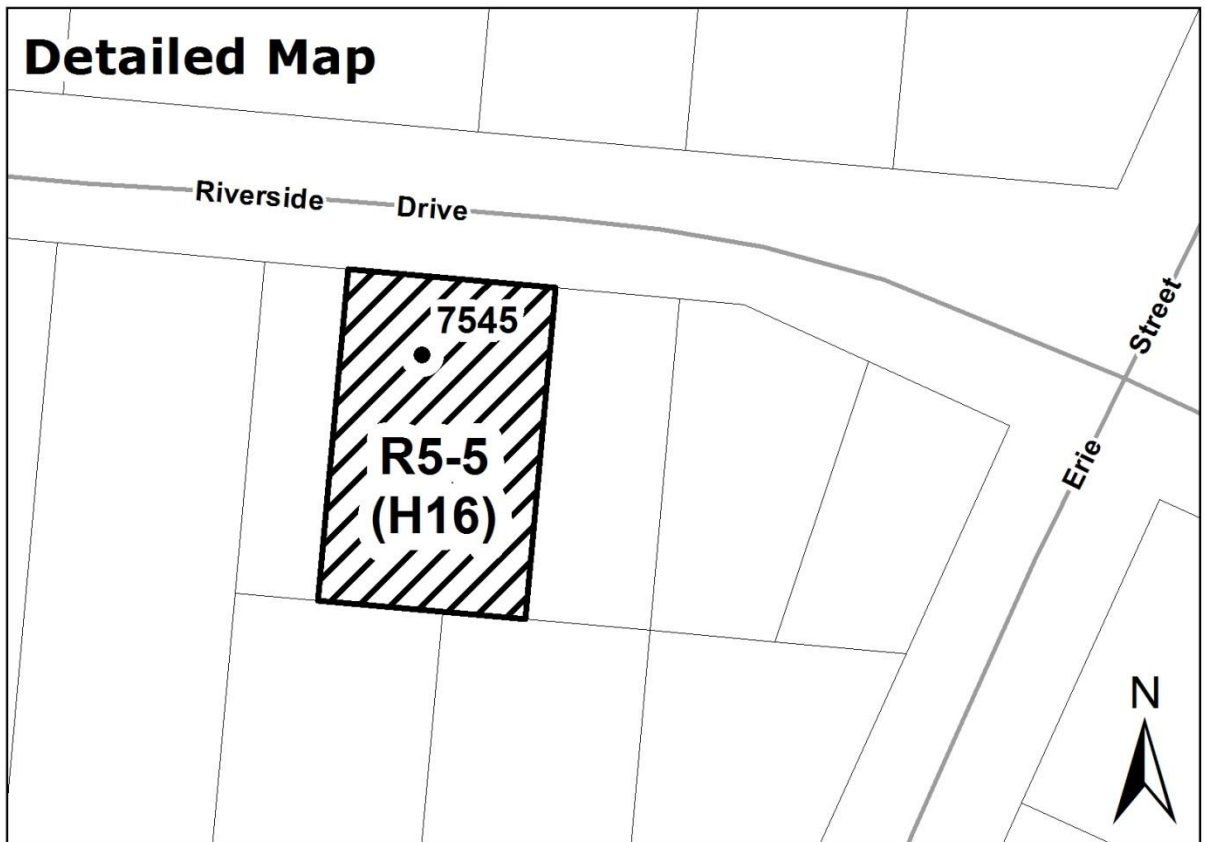
to By-law No. _____

Dated this _____ Day of _____, 2017

Signed: _____
Bill Weber, Mayor

Nancy Wright-Laking, Clerk

Detailed Map



Lands to be rezoned from Commercial - 12 (C12) Zone to
Residential - 5.5 Holding 16 (R5-5)(H16) Zone

APPLICANT: Brian and Debbie Dehetre

LOCATION: Plan 6 PT LOT 62 & 63
7545 Riverside Drive, Port Franks, Lambton Shores.

FILE: ZO-01/2017

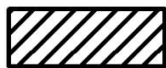
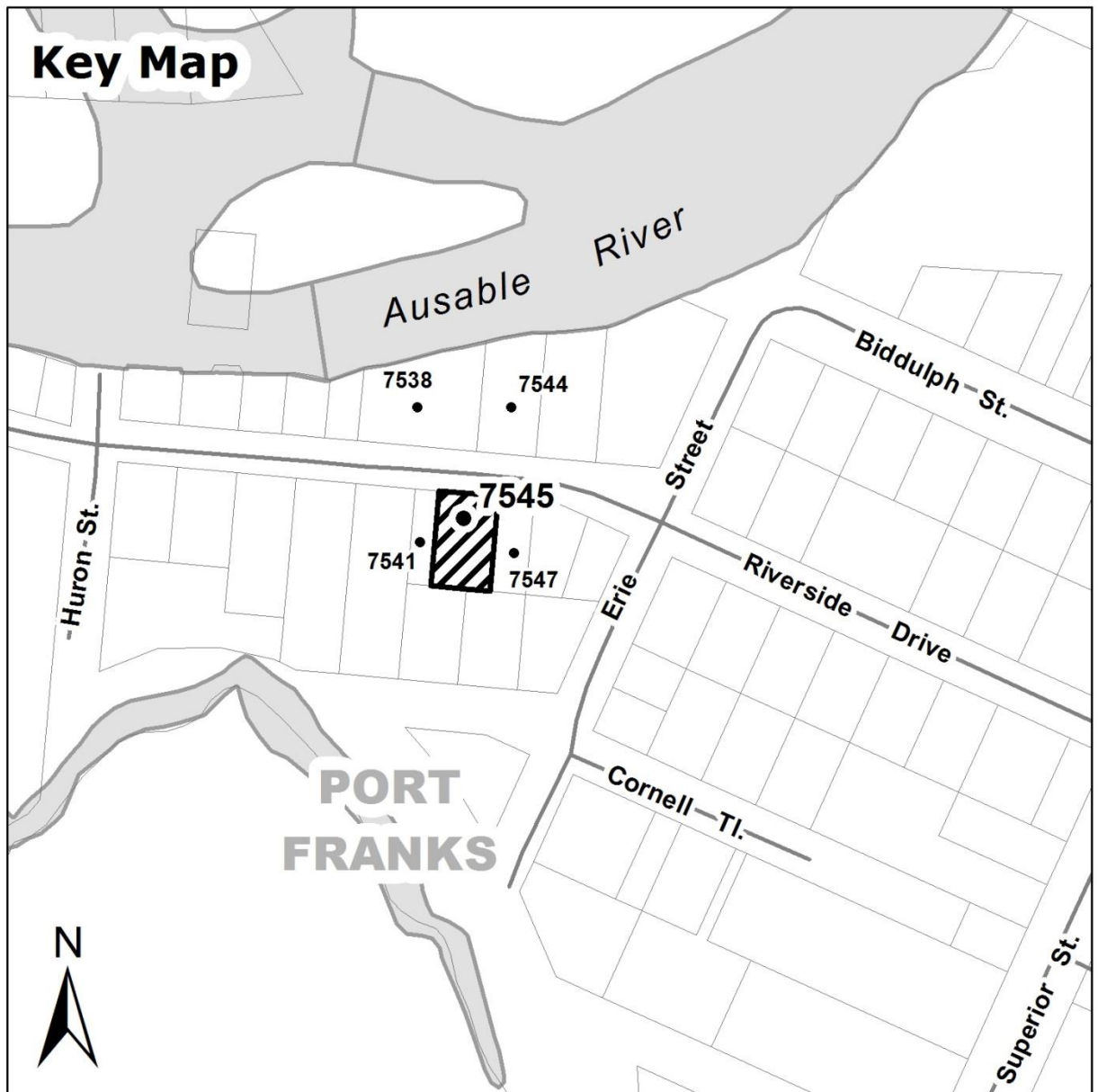
THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

ZONING BY-LAW 34 OF 2017

Explanatory Note

The purpose of this zoning by-law amendment is to change the zoning on lands known as 7545 Riverside Drive, Port Franks from Commercial - 12 (C12) to a “Residential 5.5 (R5-5)(H16)” to allow a multiple dwelling with a maximum of 6 dwelling units to be located within the existing building on the lands. The Holding 16 (H16) Zone does not permit the development to proceed until:

- i) A new tertiary septic system is installed on the property to the satisfaction of the County of Lambton and the Municipality;
- ii) A building permit is applied for and obtained for the 2 existing units on the ground floor of the building and those portions of those units which the Municipality has reason to believe have not been constructed in compliance with the Act, is uncovered to the satisfaction of the Municipality; and
- iii) Permits from the Ausable Bayfield Conservation Authority have been issued.



SUBJECT AREA

APPLICANT:	Brian and Debbie Dehetre
LOCATION:	Plan 6 PT LOT 62 & 63 7545 Riverside Drive, Port Franks, Lambton Shores.
FILE:	ZO-01/2017

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 35 OF 2017

A By-law to Deem Lots 108 and 110, Registered Plan 22 (FO), Municipality of Lambton Shores, not to be Lots in a Registered Plan of Subdivision

WHEREAS: The Council of the Corporation of the Municipality of Lambton Shores deems it expedient, pursuant to Section 50(4) of the *Planning Act, R.S.O. 1990 c.P.13, as amended*, to designate Lots 108 and 110, Registered Plan 22(FO), Municipality of Lambton Shores, not to be lots in a Registered Plan of Subdivision, for the purpose of Section 50(3), of the said Act; and

THEREFORE: The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. That Lots 108 and 110, Registered Plan 22 (FO), Municipality of Lambton Shores, are hereby deemed not to be part of a Registered Plan of Subdivision for the purposes of Section 50(3) of the *Planning Act R.S.O. 1990 c.P.13 as amended*.
2. This By-law shall come into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 36 OF 2017

Being a By-law to authorize the Mayor and Clerk to execute sub-leases
for the Government Wharf and Federal Harbour Building located
within the Municipality of Lambton Shores (Grand Bend)

WHEREAS: The Council of the Corporation of the Municipality of Lambton Shores executed a Management Agreement between the Government of Canada Fisheries and Oceans Small Craft Harbours Branch and the Corporation of the Municipality of Lambton Shores for the Government Wharf and the Federal Harbour Building in Grand Bend;

AND WHEREAS: In order to ensure the continued use of the Grand Bend Harbour by the Commercial Fishing Industry, Council passed Policy #11, which states that portions of the harbour lease will be offered to the commercial fishing enterprises for their operations.

AND WHEREAS: It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the agreements;

NOW THEREFORE: The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute Sub-lease Agreements for the following properties:

Part of Part 2, Survey # L-853-Z – Purdy Fisheries
Part 5 – Survey # L-853-Z – Liddle Bros.
Part 6 – Survey # L-853-Z – Purdy Fisheries
Part 9, 10, 12 – Survey # L-853-Z – Goodison Fisheries;
2. This by-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 37 OF 2017

Being a By-law to Authorize an Encroachment Agreement with
Richard and Robin Cook

WHEREAS: The Municipal Council of the Corporation of the Municipality of Lambton Shores has deemed it desirable that the Corporation of the Municipality of Lambton Shores enter into an encroachment agreement with Richard and Robin Cook affecting lands known municipally as 6 Main Street West, Grand Bend, in the Municipality of Lambton Shores in the County of Lambton.

THEREFORE: The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The Corporation of the Municipality of Lambton Shores is authorized to enter into an Encroachment Agreement with Richard and Robin Cook, in the form of the Agreement a copy of which is annexed to this By-law.
2. The Mayor and Clerk are authorized to execute such agreement and to affix to it the Corporate Seal of The Corporation of the Municipality of Lambton Shores.
3. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 38 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
Lambton Lightning Athletic Association for Utter Ball park Concession Operations

WHEREAS: The Municipality of Lambton Shores requested expressions of interest for the operation of the concession at Utter Park; and

WHEREAS: The expression of interest submitted by the Lambton Lightning Athletic Association was accepted by Council on April 25, 2017; and

WHEREAS: It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the necessary agreement;

THEREFORE: The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and the Lambton Lightning Athletic Association and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 39 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
Huron District Contracting for the 2017 Port Franks Marina Dredging Project

- WHEREAS:** The Municipality of Lambton Shores requested tenders for the 2017 Port Franks Marina Dredging Project; and
- WHEREAS:** The tender submitted by Huron District Contracting was accepted by Council on April 25, 2017; and
- WHEREAS:** It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the necessary agreement;
- THEREFORE:** The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:
1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and Huron District Contracting and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
 2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 40 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
Contact House for the Lease of Scout Hall

WHEREAS: Contact House has been operating out of Scout Hall, located at the Forest Arena Facility, 6276 Townsend Line, in the Municipality of Lambton Shores; and

WHEREAS: Contact has expressed an interest in continuing to use these lands located as Scout Hall in the Forest Arena Facility; and

WHEREAS: Both the Municipality and Contact House have expressed an interest into entering a Licence Agreement and a Licence Agreement has been drafted that is acceptable to both parties; and

WHEREAS: It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the agreement;

THEREFORE The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The Mayor and Clerk are authorized to execute a Licence Agreement on behalf of the Corporation between the Municipality of Lambton Shores and Contact House and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 41 OF 2017

Being a By-law to authorize the Civil Marriage Solemnization service
by the Clerk of the Corporation of the Municipality of Lambton Shores

WHEREAS: Ontario Regulation 285/04 provides for the authorization of the Clerk to solemnize marriages with the authority of a licence;

NOW THEREFORE the Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The Council for the Municipality of Lambton Shores does hereby direct that the civil marriage solemnization services be implemented in the municipality;
2. That By-Law Number 31 of 2012 is repealed in its entirety.

Read a FIRST and SECOND time this 25th day of April, 2017.

READ A THIRD TIME AND FINALLY PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 42 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
BlueLine Rental for the supply and delivery of a Trailer Mounted Boom

- WHEREAS:** The Municipality of Lambton Shores requested tenders for the supply and delivery of a Trailer Mounted Boom; and
- WHEREAS:** The tender submitted by BlueLine Rental was accepted by Council on April 25, 2017; and
- WHEREAS:** It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the necessary agreement;
- THEREFORE:** The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:
1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and BlueLine Rental and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
 2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 43 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
Kucera Farm Supply Limited for the supply and delivery of a Wheeled Payloader

- WHEREAS:** The Municipality of Lambton Shores requested tenders for the supply and delivery of a Wheeled Payloader; and
- WHEREAS:** The tender submitted by Kucera Farm Supply Limited was accepted by Council on April 25, 2017; and
- WHEREAS:** It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the necessary agreement;
- THEREFORE:** The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:
1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and Kucera Farm Supply Limited and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
 2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 44 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
Birnam Excavating Ltd for the Grand Bend Boat Launch Repair

WHEREAS: The Municipality of Lambton Shores requested proposals for the Grand Bend Boat Launch Repair; and

WHEREAS: The proposal submitted by Birnam Excavating Ltd was accepted by Council on April 25, 2017; and

WHEREAS: It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the necessary agreement;

THEREFORE: The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and Birnam Excavating Ltd and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 45 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
Fortress Fencing for the Thedford Baseball Diamond Fence Replacement

WHEREAS: The Municipality of Lambton Shores requested tenders for the Thedford Baseball Diamond Fence Replacement; and

WHEREAS: The tender submitted by Fortress Fencing was accepted by Council on April 25, 2017; and

WHEREAS: It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the necessary agreement;

THEREFORE: The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and Fortress Fencing and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 46 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
Podolinsky Equipment Ltd for a Commercial Grade Zero Turn Mower

- WHEREAS:** The Municipality of Lambton Shores requested quotations for a Commercial Grade Zero Turn Mower; and
- WHEREAS:** The quotation submitted by Podolinsky Equipment Ltd was accepted by Council on April 25, 2017; and
- WHEREAS:** It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the necessary agreement;
- THEREFORE:** The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:
1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and Podolinsky Equipment Ltd and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
 2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 47 OF 2017

Being a By-law to authorize an Agreement between
the Corporation of the Municipality of Lambton Shores and
Burlington Paving Company Limited for the Esli Dodge Tennis Court Reconstruction

- WHEREAS:** The Municipality of Lambton Shores requested proposals for the Esli Dodge Tennis Court Reconstruction; and
- WHEREAS:** The proposal submitted by Burlington Paving Company Limited was accepted by Council on April 25, 2017; and
- WHEREAS:** It is deemed appropriate for the Municipality to authorize the Mayor and Clerk to sign the necessary agreement;
- THEREFORE:** The Council of the Corporation of the Municipality of Lambton Shores enacts as follows:
1. The Mayor and Clerk are authorized to execute an agreement on behalf of the Corporation between the Municipality of Lambton Shores and Burlington Paving Company Limited and to affix to the contract the Corporate Seal of the Corporation of the Municipality of Lambton Shores;
 2. This By-law comes into force and effect upon being finally passed.

Read a FIRST and SECOND time, this 25th day of April, 2017

READ A THIRD TIME AND PASSED THIS 25th DAY OF APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

BY-LAW 48 OF 2017

A By-law of the Corporation of the Municipality of Lambton Shores
to confirm the proceedings of April 25, 2017

WHEREAS: It has been expedient that from time to time, the Council of the Corporation of the Municipality of Lambton Shores should act by resolution of Council;

AND WHEREAS: It is deemed advisable that all such actions that have been adopted by a resolution of the Council be authorized by By-law;

THEREFORE: The Council of the Corporation of the Municipality of Lambton Shores enacts as follows;

THAT all actions of Council which have been authorized by a resolution of the Council and adopted in open Council and accepted by Council up to and including **April 25, 2017** be hereby confirmed; and

THAT the Mayor and the proper officials of the Municipality of Lambton Shores are hereby authorized and directed to do all things necessary to give effect to the approved actions or to obtain approvals where required, and to execute all documents as may be necessary in that behalf and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents.

THAT any pecuniary interest declared during any Council meeting or Committee meeting is deemed to be in force and the same as though repeated in this by-law.

READ a FIRST and SECOND TIME this 25th day of April, 2017.

READ a THIRD TIME and FINALLY PASSED this 25TH DAY of APRIL, 2017.

MAYOR – Bill Weber

CLERK – Nancy Wright-Laking