

**CITY HALL
WINDSOR, ONTARIO
N9A 6S1**

Phone: (519)255-6211

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WEBSITE: www.citywindsor.ca

CAO APPROVAL

The Chief Administrative Officer approved the following recommendation:

Report Number: CAO 338/2023

Approved: Wednesday, January 03, 2024

I. THAT **APPROVAL BE GIVEN** pursuant to Delegation of Authority Bylaw 208-2008, Section 1.30 (b) "City as Grantor" Licenses, Easements (permanent and temporary) and Consents to Enter (Appendix A), to the granting of the following permanent easement:

- a) **GRANTEE:** EnWin Utilities Ltd.
4545 Rhodes Drive
Windsor, Ontario N8W 5T1

- b) **EASEMENT:** Permanent utility easement in favour of the Grantee for aerial hydro infrastructure (the "**Works**") at 0 Riberdy Road, legally described as Lots 1 and 2, Registered Plan 1126, Sandwich East, except Part 2 on Plan 12R-681 and Part Lot 97 Concession 3 Sandwich East, being Part 4 on Plan 12R-681, to be further described on a Reference Plan to be registered as shown on the aerial diagram attached as Appendix B (the "**Easement Lands**");

- c) **AREA:** Approximately 1,265.98 m² (13,627 sq ft)

- d) **PRICE:** \$1.00 plus document preparation costs of approximately \$255.14 (plus HST) and registration costs of approximately \$82.00 to be deposited to 001-6650-5119-02942-0125230.

- e) **TERMS & CONDITIONS:**

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1. The Grantee is responsible for all costs related to its Works including, but not limited to the costs of construction, installation, maintenance, restoration costs and pedestrian control;
2. Even though the Works may become annexed or affixed to the Easement Lands, title to the Works shall nevertheless remain in the Grantee;
3. The Grantee shall indemnify and save the City harmless of all actions, causes of actions, suits, claims and demands of every nature and kind whatsoever which may be made against the City relating to or arising out of the placement of the Works by the Grantee and for which the City, in law, is responsible. The Grantee shall ensure they have sufficient insurance over the Easement Lands to provide said indemnity;
4. In the event the Grantee needs to enter the Easement Lands for the purpose of maintaining, repairing or replacing the Works, the Grantee will restore the Easement Lands to a condition satisfactory to the City Engineer or designate, acting reasonably;

II. THAT the Chief Administrative Officer and the City Clerk **EXECUTE** any required written documents satisfactory in form and content to the City Solicitor, in technical content to the City Engineer and in financial content to the Chief Financial Officer and City Treasurer and that the transaction **BE COMPLETED** electronically pursuant to By-Law 366-2003 and that the City Solicitor or designate **BE AUTHORIZED** to sign and documents related to the completion of a real estate transaction; and,

III. THAT **APPROVAL BE GIVEN** pursuant to Delegation of Authority By-Law 208-2008, Section 1.30 (b) "City as Grantor" Licenses, Easements (permanent and temporary) and Consents to Enter (Appendix A), to the granting of the following consent to enter:

a) That the Consent to Enter is provided to EnWin Utilities Inc. and its employees, agents and contractors (collectively the "**Grantee**"), to enter part of the lands municipally known as 0 Riberdy Road, legally described as Lots 1 and 2 on Registered Plan 1126 Sandwich East, except Part 2 on Plan 12R-681 by bylaw R1026611 and R173707 (page 70); Part of Lot 97 Concession 3 Sandwich East Part 4 on Plan 12R-681; Windsor (the "**Lands**");

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- b) Grantee will enter the Lands for the purpose of installing a new hydro pole and switch at the end of Riberdy Road to replace an older switch located on Syndey Avenue (the “**Works**”);
- c) The term of the agreement shall be from January 8, 2024 until March 31, 2024 (the “**Term**”);
- d) Access to the Site will be from Riberdy Road;
- e) Before and during the Works, Grantee is responsible for securing the job site. Grantee is also responsible for erecting signage as needed;
- f) Grantee agrees that, upon the completion of its Works, any disturbance of the lands around the Site resulting from the carrying out of the Works, will be restored by the Grantee at its own cost and to the satisfaction of the City Engineer, or designate, acting reasonably;
- g) Grantee will be required to provide the City with indemnification and require proof of insurance with the following minimal coverage, satisfactory to the City:
 - \$5,000,000 Commercial General Liability coverage that includes crane and overhead lift coverage, with “The Corporation of the City of Windsor” listed as an additional insured and cross-liability coverage and 30 days’ notice of cancellation;

The City reserves the right to amend, restate and/or supplement the above requirements as determined by the City’s Risk and Insurance Department from time to time.

IV. THAT the Chief Administrative Officer and the City Clerk **EXECUTE** a Consent to Enter Agreement with the Grantee, approved as to form and content by the City Solicitor, or designate and as to content by the City Engineer or designate.

Report Number: CAO 338/2023
Clerk’s File: APM/14706



OFFICE OF THE CITY CLERK COUNCIL SERVICES

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Anna Ciacelli

Deputy City Clerk / Supervisor of Council Services
January 4, 2024

Department Distribution

Coordinator of Real Estate Services
Manager of Real Estate Services
Acting City Solicitor
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Acting Commissioner, Infrastructure Services
On behalf of Commissioner, Finance / City Treasurer
Chief Administrative Officer

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