



## CITY OF WINDSOR MINUTES 03/25/2019

### City Council Meeting

Date: Monday, March 25, 2019

Time: 6:00 o'clock p.m.

#### **Members Present:**

##### **Mayor**

Mayor Dilkens

##### **Councillors**

Ward 2 - Councillor Costante

Ward 3 - Councillor Bortolin

Ward 4 - Councillor Holt

Ward 5 - Councillor Sleiman

Ward 6 - Councillor Gignac

Ward 7 - Councillor Kusmierczyk

Ward 8 - Councillor Kaschak

Ward 9 - Councillor McKenzie

Ward 10 - Councillor Morrison

##### **Members Absent**

Ward 1 - Councillor Francis

#### **1. ORDER OF BUSINESS**

#### **2. CALL TO ORDER - Playing of the National Anthem**

Following the playing of the Canadian National Anthem, the Mayor calls the meeting to order at 6:04 o'clock p.m.

### **3. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF**

Councillor Bortolin discloses an interest and abstains from voting on Item 8.1 being the report of the Landscape Architect and the Environment and Sustainability Coordinator dated January 29, 2019 entitled "Downtown Windsor Community Collaborative (DWCC) Community Garden Request at Caron Ave Park", as the DWCC is his employer.

### **4. ADOPTION OF THE MINUTES**

#### **4.1. Adoption of the Windsor City Council meeting minutes held February 25, 2019**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor McKenzie

That the minutes of the meeting of Council held February 25, 2019 **BE ADOPTED** as presented.  
Carried.

Report Number: SCM 103/2019

#### **4.2. Adoption of the 2018-2022 Windsor City Council Orientation Planning and Development Services meeting minutes held January 7, 2019**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor McKenzie

That the minutes of the 2018-2022 Windsor City Council Orientation – Health and Safety Training Session held March 4, 2019 **BE ADOPTED** as presented.  
Carried.

Report Number: SCM 100/2019

### **4.3. Adoption of the Windsor City Council meeting minutes held March 4, 2019**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor McKenzie

That the minutes of the meeting of Council held March 4, 2019 **BE ADOPTED** as presented.  
Carried.

Report Number: SCM 102/2019

## **5. NOTICE OF PROCLAMATIONS**

“Earth Hour” – March 30, 2019, 8:30 p.m. – 9:30 p.m.  
“Easter Seals Month” – March 2019  
“Nutrition Month” – March 2019  
“Children’s Wish Month” – March 2019  
“Run for Rocky Day” – April 9, 2019

### **Flag Raising:**

“Children’s Wish Month” – March 25, 2019  
“Run for Rocky Day” – April 9, 2019

## **6. COMMITTEE OF THE WHOLE**

Moved by: Councillor Morrison  
Seconded by: Councillor Sleiman

That Council do now rise and move into Committee of the Whole with the Mayor presiding for the purpose of dealing with:

- (a) communication items;
  - (b) consent agenda;
  - (c) hearing requests for deferrals, referrals and/or withdrawals of any items of business;
  - (d) hearing presentations and delegations;
  - (e) consideration of business items;
  - (f) consideration of Committee reports:
    - (i) **Report of Special In-Camera Meeting or other Committee as may be held prior to Council** (if scheduled); and
  - (g) consideration of by-law 35-2019 through 42-2019 (inclusive).
- Carried.

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### 7. COMMUNICATIONS INFORMATION PACKAGE

#### 7.1. Correspondence Monday, March 25, 2019

Moved by: Councillor Bortolin

Seconded by: Councillor Costante

Decision Number: CR119/2019

That the following Communication Items 7.1.2 through 7.1.16, inclusive as set forth in the Council Agenda **BE REFERRED** as noted:

No.	Sender	Subject
7.1.1	Ministry of Environment, Conservation and Parks	Environmental Compliance Approval Application regarding Sanitary and Storm Sewers on Aubin Rd.  City Engineer SW/13441 Note & File
7.1.2	Ministry of Environment	Application of renewal for permit to take water for commercial purposes, Ambassador Golf Club Inc.  EI/10822 City Engineer Note & File
7.1.3	Windsor Essex County Health Unit	Letter to the provincial government to request a provincial dental program for low-income seniors. Commissioner, Community Health & Development MH2019 Note & File
7.1.4	Town of Tecumseh	Public Meeting Tuesday April 9, 2019 at 6:30 p.m. in the Town Municipal Office at 917 Lesperance Road to consider a proposed Zoning By-law amendment to rezone an approximate 1.18 hectare (2.9 acre) parcel of land on the south side of North Talbot Rd., approximately 95 metres east of its intersection with Walker Rd. from "Neighbourhood Commercial Zone" to a site-specific "Business Park Zone".  City Planner City Solicitor Development Applications Clerk GM 2019 Note & File

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No.	Sender	Subject
7.1.5	Office of the City Clerk	Letter to the City of Detroit regarding the storage of Petroleum Coke along the Detroit River.  City Engineer Windsor Essex County Environment Committee EW/9643 Note & File
7.1.6	Refinery General Manager, Marathon Petroleum Company	A letter in response to the March 14, 2019 letter regarding the storage of Petroleum Coke along the Detroit River, refuting these allegations.  City Engineer Windsor Essex County Environment Committee EW/9643 Note & File
7.1.7	City Planner / Executive Director	Application for Zoning Amendment, The Walker Power Building Inc., to allow a redevelopment of existing site for a business park including office, retail and restaurant uses, 325 Devonshire Rd.  ZB13424 Note & File
7.1.8	City Planner / Executive Director	Application for Zoning Amendment and Official Plan Amendment, Farhi Holdings Corporation, Application to amend Zoning By-law 8600 to allow redevelopment of the subject site for a mix of residential, commercial and institutional uses, 1600 Lauzon Rd.  ZO13435 Note & File
7.1.9	City Planner / Executive Director	Application for Zoning Amendment and Official Plan Amendment, Farhi Holdings Corporation, Application to amend Zoning By-law 8600 to allow redevelopment of the subject site for a mix of residential, commercial and institutional uses, 1600 Lauzon Rd.  ZB/13436 Note & File
7.1.10	City Planner / Executive Director	Application for Draft Plan of Subdivision /Condominium, Farhi Holdings Corporation, Application to Approve a Plan of Subdivision with 12 Residential Units, 1600 Lauzon Rd.  ZP/13437 Note & File

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No.	Sender	Subject
7.1.11	City Planner / Executive Director	Application for Zoning Amendment, Frank Scarfone, Application to amend Zoning By-law 8600 to allow a Residential District, 1004 Pearson Ave., 0 Beverly Glen St. & 0 Florence Ave.  ZB/13443 Note & File
7.1.12	Manager of Urban Design	Application for Site Plan Approval, Dr. Matthew Duronio, Partial Demolition and Renovation of Existing Building into a Dental Office, 1211 Lauzon Rd.  ZS/13433 Note & File
7.1.13	Manager of Urban Design	Application for Site Plan Approval, Z's Auto Centre, New 1 Storey Building to be an Auto Repair Centre (Dealership, Repair Garage, Showroom) and Commercial Office, 0 Tecumseh Rd. E. (11145 Tecumseh Rd. E.)  ZS/13434 Note & File
7.1.14	Manager of Urban Design	Application for Site Plan Approval, 2616766 Ontario Inc., New Convenience Store and Gas bar, 9985 Tecumseh Rd. E.  ZS/13448 Note & File
7.1.15	Committee of Adjustment/Consent Authority Agenda	Applications heard by the Committee of Adjustment/Consent Authority, afternoon of Thursday, March 21, 2019, 350 City Hall Square West, 2 <sup>nd</sup> Floor, Rood 204, 350 City Hall Square West, Windsor, Ontario  ZC2019 Note & File
7.1.16.	President, Windsor District Labour Council	Letter received March 25, 2019 regarding labour dispute with Windsor Essex County Health Unit  MH2019 Note & File

Carried.

Report Number: CMC 5/2019

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### 7.2. Mayor, Councillors and Appointees Statement of Remuneration and Expenses for 2018

Moved by: Councillor Gignac

Seconded by: Councillor McKenzie

Decision Number: CR120/2019

That the report of the City Treasurer regarding the Mayor, Councillors and Appointees 2018 Statement of Remuneration and Expenses **BE RECEIVED** for information; and further,

That in a municipal election year, **NO COUNCILLOR SHALL BE PERMITTED** to commit to any conferences after the date of an election in a municipal election year; and further,

That Administration **BE DIRECTED** to prepare a report for Council's consideration on a process that would allow all members of Council to access conference materials and summary notes for information purposes, from those Councillors that attend conferences.

Carried.

Report Number: C 43/2019

Clerk's File: ACO/7090

### 7.3. Pay As You Go Transfer (PAYG) For Eligible 2018 Computer Equipment Related Expenses - City Wide

Moved by: Councillor Bortolin

Seconded by: Councillor Costante

Decision Number: CR121/2019

That City Council **RECEIVE** for information that \$912,969 was transferred from the Pay As You Go (PAYG) Leasing Reserve Fund 170 to the operating account Dept. ID 0125413, Products 5007, 5008 and 2844 for eligible 2018 computer, server and network related expenses in compliance with the Pay As You Go Plan adopted by City Council in 2002 (B42-2002 and B43-2002), in compliance with the method of tracking and recording the expenses for networking equipment as adopted by City Council in 2006 (CR160/2006), in compliance with the method of tracking and recording the expenses for servers as adopted by City Council in 2006 (CR175/2006) and in compliance with the method of reporting as adopted by City Council in 2007 (CR50/2007).

Carried.

Report Number: CM 13/2019

Clerk's File: AE2019

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### 7.4. PC Maintenance/Support Transfer for 2018 Related Expenses - City Wide

Moved by: Councillor Bortolin

Seconded by: Councillor Costante

Decision Number: CR122/2019

That City Council **RECEIVE** for information that \$2,206,046 was transferred from the PC Maintenance/Support Reserve Fund 177 to the operating account Dept Id. 0125413 (Product 5006) for eligible 2018 expenses related to supporting the corporate computer systems in compliance with the PC Maintenance and Support Reserve Fund plan adopted by City Council in 2005 (CR783/2005) and in compliance with the method of reporting as adopted by City Council in 2007 (CR52/2007).

Carried.

Report Number: CM 12/2019

Clerk's File: AE2019

## 8. CONSENT AGENDA

### 8.1. Downtown Windsor Community Collaborative (DWCC) Community Garden Request at Caron Ave Park - Ward 3

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Gignac

Decision Number: CR123/2019

That Council **APPROVE** the relocation of the community garden from Bruce Avenue Park to Caron Avenue park (PLAN 282 BLK 3 LOT 15;S PT LOT 14) within an area not larger than 842 square meters (9063 sq. ft) as described on the attached plan (Appendix A); and,

That Council **APPROVE** the request from The Downtown Windsor Community Collaborative (1005 Victoria Ave, Windsor, Bob Cameron, Executive Director), to be the licensed user of the community garden. The term of the license is from April 1<sup>st</sup> 2019 to March 31<sup>st</sup> 2021; and,

That the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to sign the license agreement attached (Appendix B), satisfactory in technical content to the Corporate Leader, Parks, Recreation & Culture and Facilities, in financial content to the City Treasurer and in form to the City Solicitor.

Carried.

Councillor Bortolin discloses an interest and abstains from voting on this matter.



## **8.6. Campaign 911 Report Impaired Drivers - MADD Request for Signage - City Wide**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR130/2019

That Council **APPROVE** the request by Mothers Against Drunk Driving (MADD) Windsor and Essex County to re-install new "Campaign 911 – Report Impaired Drivers" in existing locations and up to 15 new signs; and,

That Council **APPROVE** the use of oversized 24" x 30" and 4' x 8' signs; and,

That Council **AUTHORIZE** the City Engineer to determine and approve final sign locations.  
Carried.

Report Number: C 22/2019  
Clerk's File: ST2019

## **8.7. Russette Drain Provisional By-Law for Repair and Improvement**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR131/2019

That Council **ADOPT** the drainage report completed by Rood Engineering Inc. dated December 18, 2018 (attached), for the repair and improvement to the Russette Drain by giving first and second readings to Provisional By-law 41-2019 in accordance with Section 45 of the *Ontario Drainage Act*.  
Carried.

Report Number: C 24/2019  
Clerk's File: SW2019

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### 8.8. CQ22-2018 E.C. Row Expressway Collisions - Lauzon Parkway to Banwell Road - WARDS 7, 8 & 9

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Gignac

Decision Number: CR132/2019 ETPS 655

That the report of the Policy Analyst dated January 16, 2019 entitled CQ22-2018 E.C. Row Expressway Collisions - Lauzon Parkway to Banwell Road **BE RECEIVED** for information.

Carried.

Report Number: SCM 77/2019 & S 16/2019

Clerk's File: ST2019

### 8.9. Minutes of the Windsor Essex County Environment Committee of its meeting held November 29, 2018

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Gignac

Decision Number: CR133/2019 ETPS 650

That the minutes of the Windsor Essex County Environment Committee of its meeting held November 29, 2018 **BE RECEIVED** for information.

Carried.

Report Number: SCM 72/2019 & SCM 456/2018

Clerk's File: MB2018

### 8.11. Windsor Bicycling Committee 2018 Annual Report

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Gignac

Decision Number: CR135/2019 ETPS 652

That the Windsor Bicycling Committee 2018 Annual Report **BE APPROVED** as presented.

Carried.

Report Number: SCM 74/2019 & SCM 442/2018

Clerk's File: MB2018

## **8.12. Town & Gown Committee 2018 Annual Report**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR136/2019 ETPS 653

That the Town and Gown Committee 2018 Annual Report **BE APPROVED** as presented.  
Carried.

Report Number: SCM 75/2019 & SCM 438/2018  
Clerk's File: MB2018

## **8.14. Multi Modal Cargo Development - Completion Report - Ward 9**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR138/2019 ETPS 659

That the report of the Project Administrator dated December 11, 2018 entitled "Multi Modal Cargo Development - Completion Project" **BE RECEIVED** for information; and,

That City Council **APPROVE** the transfer of the overall project surplus (approximately \$169,957), from Project 7139003 to Project 7181035 to provide for engineering services relating to the extension of services to the airport cargo lands or offsite traffic improvements.  
Carried.

Report Number: SCM 81/2019 & S 206/2018  
Clerk's File: APM/9795

## **8.16. CQ15-2018 Benches and Ashtray Installations on Public Right-of-Way at Windsor Regional Hospital**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR140/2019 ETPS 661

That the report of the Executive Initiatives Coordinator dated December 10, 2018 entitled "Benches and Ashtray Installations on Public Right-of-Way at Windsor Regional Hospital" **BE RECEIVED** for information.  
Carried.

Report Number: SCM 83/2019 & S 203/2018  
Clerk's File: MH2019

**8.17. CQ39-2016 - Cost Neutral Options to Reinstate Promotional Program - First Hour Free Parking - Ward 3**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR141/2019 ETPS 662

That the report of the Senior Manager, Traffic Operations & Parking Services dated December 6, 2018 entitled CQ39-2016 – Cost Neutral Options to Reinstate Promotional Program – First Hour Free Parking **BE RECEIVED** for information.

Carried.

Report Number: SCM 84/2019 & C 219/2018  
Clerk's File: ST2019

**8.19. Commute Ontario Partnership**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR143/2019 ETPS 664

That City Council **APPROVE** participation in SustainMobility's Transportation Demand Management Program "Commute Ontario"; and,

That the Chief Administrative Officer and the City Clerk **BE AUTHORIZED** to take any such action required to effect the recommendation noted above and sign any required documentation for SustainMobility, satisfactory in legal form to the City Solicitor, in technical content to the City Engineer and in financial content to the City Treasurer.

Carried.

Report Number: SCM 86/2019 & S 31/2019  
Clerk's File: ST/13409

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### 8.20. Transit Windsor - Ridership Statistics as at December 31, 2018 - City Wide

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Gignac

Decision Number: CR144/2019 ETPS 666

That the Environment, Transportation and Public Safety Standing Committee, sitting as the Transit Windsor Board of Directors **RECEIVE FOR INFORMATION** the year to date ridership information as at December 31, 2018.

Carried.

Report Number: SCM 87/2019 & S 38/2019

Clerk's File: MT2019

### 8.21. Significant Municipal 2019 Event Status - Wards 2,3,4,6,

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Gignac

Decision Number: CR145/2019 CSPS 23

That the request from Windsor Eats Inc.; 2465967 Ontario Limited; Rotary Club of Windsor (1918); Fuji 1 Promotions Inc. and Forks and Barrels LTD. for approval of designation as 'Significant Event Status' for the purpose of applying for their individual liquor services **BE APPROVED** subject to the terms and conditions of the Special Event Agreement.

Street Food Fair - May 17, 2019 and July 12, 2019

Lanspeary Park and Outdoor Rink

(Windsor Eats Inc.)

Windsor Rib Fest - May 30, 2019 and June 2, 2019, August 29, 2019 and September 2, 2019

Riverfront Festival Plaza & Riverfront Civic Terrace

(2465967 Ontario Limited.)

Art in the Park - May 31, 2019 – June 2, 2019

Willistead Park

(Rotary Club of Windsor (1918))

Urban Wine Fest - June 28, 2019 – June 29, 2019

Lanspeary Outdoor Rink and Park

(Windsor Eats Inc.)

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Dinner on the Pier - July 18, 2019

Assumption Park  
(Windsor Eats Inc.)

Roots and Rhythm Music Festival - July 26, 2019 – July 27, 2019

Riverfront Festival Plaza and Riverfront Civic Terrace  
(Fuji 1 Promotions Inc.)

Chaps and Spurs Country Fest - August 16, 2019 – August 17, 2019

Lanspeary Park and Outdoor Rink  
(Chaps and Spurs Country Fest Limited)

Forks and Barrels Fest - August 23, 2019 – August 25, 2019

Riverfront Festival Plaza and Riverfront Civic Terrace  
(Forks and Barrels Ltd.)

Windsor Eats Craft Beer Fest - October 18, 2019 – October 19, 2019

Willistead Park  
(Windsor Eats Inc.)

And private location

Whiskey Town Festival - August 10, 2019

(Private Location tbd)  
(Windsor Eats Inc.)  
Carried.

Report Number: SCM 91/2019 & S 34/2019

Clerk's File: SR/13401

### 8.22. Urban Wine Fest - Ward 4

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Gignac

Decision Number: CR146/2019 CSPS 24

That the request from Windsor Eats Inc. to host the Urban Wine Fest at Lanspeary Outdoor Arena and Park on Friday, June 28, 2019 to Saturday, June 29, 2019 **BE APPROVED**, subject to the terms and conditions of the Special Event Agreement.

Carried.

Report Number: SCM 92/2019 & S 35/2019

Clerk's File: SR/13401

**8.23. Forks and Barrels Fest - Ward 3**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR147/2019 CSPS 25

That the request from Forks and Barrels LTD. to host the Forks and Barrels Fest at Riverfront Festival Plaza on Friday, August 23, 2019 to Sunday, August 25, 2019 **BE APPROVED**, subject to the terms and conditions of the Special Event Agreement.

Carried.

Report Number: SCM 93/2019 & S 36/2019  
Clerk's File: SR/13401

**8.24. City of Windsor Lancaster Bomber FM 212 Progress Report for 2018**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR148/2019 CSPS 26

That the Report provided by the Manager of Cultural Affairs dated February 12, 2019 entitled City of Windsor Lancaster Bomber FM212 Progress Report for 2018 **BE RECEIVED** for information.

Carried.

Report Number: SCM 94/2019 & S 43/2019  
Clerk's File: APR/1699

**8.26. Municipal Letter of Support for Applications under the Canada Mortgage and Housing Corporation's National Housing Strategy for Affordable Housing Programs City Wide**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR152/2019 CSPS 28

That the Chief Administrative Officer **BE AUTHORIZED** to sign a Municipal Letter of Support for proposals to the Canada Mortgage and Housing Corporation's (CMHC) Affordable Housing Programs under the National Housing Strategy, subject to technical content as approved by the Executive Director of Housing and Children's Services and alignment with the Windsor Essex 10 year Housing and Homelessness Master Plan.

Carried.

## **8.27. Ministry of Training, Colleges and Universities Service Contract Approvals - City Wide**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

Decision Number: CR116/2019 CSPS 29

That the Community Development & Health Services Commissioner **BE AUTHORIZED** to sign Service Contracts (the "contracts") with the Ministry of Training, Colleges and Universities ("MTCU") and related documents as specified in the contracts or as required by the MTCU, with effective dates before March 31, 2021 until superseded or replaced such that the contracts do not exceed a maximum of \$1,000,000 gross expenditures. For contracts in excess of \$1,000,000 gross expenditure, that in addition to the Community Development and Health Services Commissioner's signature, the Chief Administrative Officer **BE REQUIRED** to sign as secondary authority. Authorization would be subject to approval as to technical content by the Executive Director of Employment and Social Services, as to legal content by the City Solicitor, and as to financial content by the Chief Financial Officer and City Treasurer or designate, and subject to no required net city contribution; and further,

That the foregoing authorization **BE EXTENDED** to any and other further amendments to the Ministry of Training, Colleges and Universities Service contracts and related documents as specified in the contracts or as required by the MTCU for amounts under \$1,000,000 gross expenditure. For amendments in excess of \$1,000,000 gross expenditure, that in addition to the Community Development and Health Services Commissioner's signature, the Chief Administrative Officer **BE REQUIRED** to sign as secondary authority. Authorization would be subject to approval as to technical content by the Executive Director of Employment and Social Services, as to legal content by the City Solicitor, and as to financial content by the Chief Financial Officer and City Treasurer or designate, and subject to no required net city contribution; and further,

That City Council **AUTHORIZES** the Executive Director of Employment and Social Services to sign the following administrative reports up to March 31, 2021:

- Service Provider Business Plans;
- Estimated Expenditure Reports;
- Quarterly Status & Adjustment Reports;
- Other Administrative Reports as specified from time to time by the Ministry;

and further,

That City Council **AUTHORIZES** the Manager of Employment and Training Initiatives or designate to sign all agreements with employers for training incentives in accordance with the criteria



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established by the MTCU contract. Where the amount of the training incentive agreement does not exceed \$10,000 (100% MTCU funding), the agreement is subject to the approval as to technical content by the Executive Director of Employment & Social Services, and as to legal form by the City Solicitor. For training incentive agreements that exceed \$10,000 (100% MTCU funding), that in addition to approval as to technical content by the Executive Director of Employment & Social Services, and as to legal form by the City Solicitor, that the agreement be approved by the City Treasurer and Chief Financial Officer, or designate. As long as the agreements conform to the standard format reviewed and pre-approved by the City Solicitor as to legal form, and to the Executive Director for technical content, the City Solicitor and Executive Director are not required to approve each individual agreement under \$10,000.

Carried.

Report Number: SCM 97/2019 & S 48/2019

Clerk's File: GP/10258

## 9. REQUEST FOR DEFERRALS, REFERRALS AND/OR WITHDRAWALS

None requested.

## 10. PRESENTATIONS AND DELEGATIONS (5 Minute maximum per delegate)

### 10.1. Heritage Recognition 2019 - Presentation of Heritage Designation Plaque and Built Heritage Awards

#### Andrew Foot, Heritage Committee Member

Andrew Foot, Heritage Committee Member, appears before Council and along with Mayor Dilkens present the Heritage Designation Plaque and Built Heritage Awards as follows:

- a) Mike Brkovich, property owner of 420 Kildare (Heritage Designation Plaque);
- b) Dino Maggio and Brian Schwab, property owners/investors of 156 Chatham (Built Heritage Award);  
Jerry Kavanaugh and Kimberly Watkins, Architectural Design Associates (Built Heritage Award);
- c) Dr. Douglas Kneale, Interim President and Vice-Chancellor, University of Windsor for Windsor Armouries (Built Heritage Award); Craig Goodman; Sandra Aversa; Marcello Guarini; Veronika Mogyorody; and,
- d) Nicole and Jason Sekela, property owners and Jason Grossi, architect for Sandwich Brewing Company, 3230-3232 Sandwich Street (Built Heritage Award).

Moved by: Councillor Costante  
Seconded by: Councillor Holt

Decision Number: CR153/2019 DHSC 9

- I. That the owner of the Walkerville Garage, 420 Kildare Road, designated by City Council in 2018 **BE RECOGNIZED** with the presentation of heritage designation plaque; and,
- II. That the property owners and locally-based architects responsible for the rehabilitation of Universal Car/Baum & Brody Furniture/Fish Market Building, 156 Chatham Street West; of Windsor Armouries, 37 University Avenue E/ 353 Freedom Way; and of Sandwich Brewery Co., 3230-32 Sandwich Street **BE RECOGNIZED** with Built Heritage Awards for 2019.

Carried.

Report Number: SCM 40/2019 & S 2/2019  
Clerk's File: MBA2019

## **10.2. Poet Laureate**

Mayor Dilkens, along with Councillor Gignac, introduce the newest Poet Laureates appointed by City Council as follows:

- Poet Laureate Emeritus – Marty Gervais
- New Poet Laureate – Mary Ann Mulhern
- New / First Youth Poet Laureate – Samantha Badaoa,

providing background on all 3 appointees, who in turn conclude by providing individual poem readings.

Moved by: Councillor Gignac  
Seconded by: Councillor Sleiman

Decision Number: CR154/2019

That the presentation introducing the new Poet Laureates appointed by City Council on March 25, 2019 (Poet Laureate Emeritus – Marty Gervais; New Poet Laureate – Mary Ann Mulhern; and New/First Youth Poet Laureate – Samantha Badaoa) **BE RECEIVED**.

Carried.

Clerk's File: SR2019

#### **8.4. Bike Share Feasibility Study Update**

##### **Brian Patterson, Principal, Urban Transportation Specialist**

Brian Patterson, Principal, Urban Transportation Specialist, appears before Council to provide an updated overview of the “Bike Share Feasibility Study”, including a synopsis of the study findings, the evolution of bike share, the benefits of bike share, the vision, Bike Share system characteristics, potential ownership and operation models, proposed service agreement framework highlights, the issue of “e-scooters”, and concludes by giving a summary of the recommendations for moving forward.

##### **Klaus Dohring, member of the Windsor Bicycling Committee**

Klaus Dohring, member of the Windsor Bicycling Committee, appears before Council to speak in support of the Bike Share Feasibility Study, suggesting that Council endorse the Draft Bike Share Vision and Goals and concludes by stating that active transportation is ideal for the City of Windsor.

Mayor Dilkens leaves for the duration of the meeting for travel purposes at 6:57 o'clock p.m., in order to represent the City of Windsor at the Automotive Mayors' meeting that takes place Tuesday, March 26, 2019. Councillor Holt as Acting Mayor assumes the Chair for the duration of the meeting.

Moved by: Councillor Gignac  
Seconded by: Councillor Costante

Decision Number: CR125/2019

That Council **ENDORSE** the Draft Bike Share Vision and Goals as contained in the report of the Transportation Engineer dated March 6, 2019 entitled “Bike Share Feasibility Study Update”.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Moved by: Councillor Costante  
Seconded by: Councillor Morrison

Decision Number: CR127/2019

That Administration **REPORT BACK** on by-law and Policy recommendations to support a partnership with one or multiple private operators to provide Bike Share Services to the City of Windsor community.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Moved by: Councillor McKenzie  
Secodned by: Councillor Kusmierczyk

Decision Number: CR126/2019

That Administration **BE DIRECTED** to prepare a report for Council's consideration relative to a potential e-scooter pilot for the City of Windsor inclusive of an appropriate and legal location(s) for such a pilot project and accompanying regulations and requirements aimed at its safe operation.

Carried.

Councillors Gignac, Bortolin and Sleiman voting nay.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Moved by: Councillor Costante  
Seconded by: Councillor McKenzie

Decision Number: CR158/2019

That equity **BE GIVEN** strong consideration when recommendations come forward on how to regulate the providers to ensure equity is a key component of this business model.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Moved by: Councillor Bortolin  
Seconded by: Councillor McKenzie

Decision Number: CR128/2019

That Administration **BE DIRECTED** to report back on funding possibilities for the Bike Share Vision and Goals.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

## **8.25. Options for Relocation of the Black History Murals**

**Ron Jones, representing Friends of Patterson Park; Dr. Phil Alexandre; Pastor Caroline Robinson; and Lois Larking**

Ron Jones, representing Friends of Patterson Park; Dr. Phil Alexandre; Pastor Caroline Robinson; and Lois Larking, appear before Council and are available for questions regarding options available for the relocation of the Black History Murals.

Moved by: Councillor Bortolin  
Seconded by: Councillor Morrison

Decision Number: CR149/2019 CSPS 27

That the report of the Manager of Cultural Affairs and the Executive Initiative Coordinator dated December 5, 2018 entitled "Options for relocation of the Black History Murals" **BE RECEIVED**.  
Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Moved by: Councillor Costante  
Seconded by: Councillor McKenzie

Decision Number: CR150/2019 CSPS 27

That Option #1 – Paterson Park **BE APPROVED** as the preferred location for the relocation of the Black History Murals, subject to community consultations being scheduled by administration with the property owners whose houses back onto the Park, and as outlined in the report of the Manager of Cultural Affairs and the Executive Initiative Coordinator dated December 5, 2018 entitled "Options for relocation of the Black History Murals".  
Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Moved by: Councillor McKenzie  
Seconded by: Councillor Bortolin

Decision Number: CR151/2019 CSPS 27

That Option #1 – Paterson Park, as the preferred location for the relocation of the Black History Murals, which is outlined in the report of the Manager of Cultural Affairs and the Executive Initiative Coordinator dated December 5, 2018 entitled "Options for relocation of the Black History Murals", **BE FUNDED** through the Capital Expenditure Reserve Fund, at an upset limit of \$60,000.  
Carried.

Councillor Gignac voting nay.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

**8.10. Report No. 101 of the Windsor Essex County Environment Committee -  
Planting of trees on airport lands**

**David Hanna, resident of Ward 3**

David Hanna, resident of Ward 3, appears before Council to provide comment regarding the issue of the planting of trees on airport lands, stressing the importance of permitting the Essex Region Conservation Authority to enter the subject area to maintain the planted trees, shrubs and native herbaceous groundcover.

Moved by: Councillor Gignac

Seconded by: Councillor Kusmierczyk

Decision Number: CR134/2019 ETPS 651

That report No. 101 of the Windsor Essex County Environment Committee – Planting of trees on airport lands indicating:

That Administration from YQG Windsor International Airport BE REQUESTED to provide a formal submission and/or for a representative to attend a future meeting of the Windsor Essex County Environment Committee to address the matter of tree planting on the airport lands  
**BE APPROVED.**

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

**8.15. CQ 5-2018 - Riverside Vista Project and ERCA**

**David Hanna, resident of Ward 3**

David Hanna, resident of Ward 3, appears before Council to provide comment regarding the Riverside Vista Project and the Essex Region Conservation Authority's (ERCA) consultation as the project site falls within ERCA's Limit of Regulated Area, and recommends that greening standards be incorporated in the Project.

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Moved by: Councillor Kusmierczyk

Seconded by: Councillor Sleiman

Decision Number: CR139/2019 ETPS 660

That the report of Infrastructure & Geomatics dated December 17, 2018 entitled CQ5-2018 - Riverside Vista Project and ERCA **BE RECEIVED** for information.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Report Number: SCM 82/2019 & S 210/2018

Clerk's File: SW/8513

### 8.3. Fluoridation By-law - City Wide

#### Howard Weeks, resident of Ward 4

Howard Weeks, resident of Ward 4, appears before Council to provide comment regarding the proposed by-law reintroducing fluoride, suggesting that Council needs to reconsider the decision to reintroduce fluoride in water, and outlines some hazards of doing so.

Councillor Holt, as Acting Mayor, departs the meeting at 8:41 o'clock p.m.

Councillor Holt, as Acting Mayor, returns to the meeting at 8:43 o'clock p.m.

#### Cheryl Burr, resident of Ward 4

Cheryl Burr, resident of Ward 4, appears before Council to provide comment regarding the proposed by-law reintroducing fluoride, suggesting Council pause on adopting the by-law until there is a guarantee that certain hazardous chemicals that have not been tested for safety are not used in fluoridation.

#### Eric Mayne, resident of Ward 9

Eric Mayne, resident of Ward 9, appears before Council to provide comment regarding the proposed by-law reintroducing fluoride, stressing the importance of prudent public policy and that there are proven negative side-effects to fluoridated water and that Council should reject the reintroduction of fluoride to water and that if it reintroduced, suggests that it be required that potential health issues be publicly stated and that the Health Unit be required to conduct ongoing monitoring of the effects and to report Council on a regular basis.

**Emily Truman, resident of Lakeshore**

Emily Truman, resident of Lakeshore, appears before Council to provide comment regarding the proposed by-law reintroducing fluoride, suggesting that at minimum, a certain chemical should not be added to the water as it is a hazardous, poisonous chemical.

Moved by: Councillor Sleiman  
Seconded by: Councillor Bortolin

Decision Number: CR124/2019

- I. That Council **PASS** By-law 35-2019 regarding the fluoridation of water in the City of Windsor, pursuant to the *Fluoridation Act* and CR 676/2018; and,
- II. That notice of the passing of By-law 35-2019 **BE PROVIDED** to the Councils for The Corporation of the Town of LaSalle and The Corporation of the Town of Tecumseh.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Report Number: C 47/2019  
Clerk's File: EI/11353

## **11. REGULAR BUSINESS ITEMS (Non-Consent Items)**

### **11.1. Authorization to commence expropriation process- 0 Provincial Road adjacent to 1865 Provincial Road; being part of lot 14 in Concession 6, being PIN 01560-0013-Ward 9**

Moved by: Councillor McKenzie  
Seconded by: Councillor Sleiman

Decision Number: CR155/2019

That the City Solicitor **BE AUTHORIZED** to start the expropriation process for the above Provincial Road properties.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Report Number: C 40/2019  
Clerk's File: APM2019



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### 8.5. Biosolids Operations, Maintenance and Marketing Services Request for Proposal 180-18- City Wide

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Gignac

Decision Number: CR129/2019

That Council **ACCEPT** Synagro Ontario Holdings, Inc. bid of \$52.08 per tonne, excluding HST, as the all-inclusive base unit price per tonne for the processing of Wet Sludge from the City's Lou Romano and Little River Pollution Control plants; and,

That the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to sign an agreement with Synagro Ontario Holdings, Inc. reflective of the terms set out in RFP180-18 for a period of TEN YEARS (10) with the option for renewal for two (2) five year extensions, satisfactory in form to the City Solicitor, in technical content to the City Engineer, and financial content to the City Treasurer; and,

That Administration **BE DIRECTED** to establish a Capital Improvement Reserve Fund to be administered as outlined under the terms of the Agreement with Synagro Ontario Holdings, Inc. with all Reserve Fund expenditures being reported annually to Council; and,

That the required budget increase **BE ANNUALIZED** as part of the 2020 Sewer Surcharge Operating Budget in order to establish the budget requirements as presented in the Financial Matters section of this report, including any additional inflationary impacts and adjustments.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Report Number: C 48/2019

Clerk's File: SW/13440

### 8.2. Tree Inventory & Canopy Cover Assessment – Consultant

Moved by: Councillor Kusmierczyk

Seconded by: Councillor Kaschak

Decision Number: CR117/2019

That the Chief Administrative Officer and the City Clerk **BE AUTHORIZED** to sign a contract with the following company:

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Urban Forest Innovations Inc.

Satisfactory in form to the City Solicitor, in technical content to the Corporate Leader of Parks, Recreation & Culture and Facilities and in financial content to the City Treasurer and Chief Financial Officer for the development and delivery of a three (3) part project comprised of 1) an Urban Street Tree Inventory & Risk Assessment 2) a Park Tree Inventory & Risk Assessment and 3) a City-wide Tree Canopy Cover Assessment and Benefits Analysis.

Contract Amounts as follows:

### **Urban Street Tree Inventory and Risk Assessment**

TOTAL PRICE \$268,800  
TOTAL PRICE INCLUDING HST: \$303,744  
ACCOUNTS CHARGED:  
007.2980.5397.02942.7131021.

### **Park Tree Inventory and Risk Assessment**

TOTAL PRICE \$115,200  
TOTAL PRICE INCLUDING HST: \$130,176  
ACCOUNTS CHARGED:  
007.2980.5397.02942.7131021.

### **City-wide Tree Canopy Cover Assessment and Benefits Analysis**

TOTAL PRICE \$72,215  
TOTAL PRICE INCLUDING HST: \$81,603  
ACCOUNTS CHARGED:  
007.2980.5397.02942.7131021.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Report Number: C 42/2019

Clerk's File: SR2019

## **8.13. CQ -35-2017 Enhancing Response to Vulnerable Populations during Emergencies**

Moved by: Councillor Gignac  
Seconded by: Councillor McKenzie

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Decision Number: CR137/2019 ETPS 654

That the report of the Emergency Planning Officer dated November 9, 2018 entitled CQ-35-2017 Enhancing Response to Vulnerable Populations during Emergencies **BE RECEIVED** for information; and further,

That Administration **BE DIRECTED** to prepare a report for Council's consideration on options on a go-forward basis in terms of socially vulnerable populations for communication purposes as communications with this group can be difficult due to limited mass media use.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Report Number: SCM 76/2019 & C 200/2018

Clerk's File: GP2019

### 8.18. Right-of-Way Restoration Update

Moved by: Councillor Gignac

Seconded by: Councillor McKenzie

Decision Number: CR142/2019 ETPS 663

That the Report of the City Engineer dated January 24, 2019 regarding the use of alternative grass restoration products in the public Right-of-Way **BE RECEIVED** for information.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Report Number: SCM 85/2019 & S 24/2019

Clerk's File: ST2019

## 12. CONSIDERATION OF COMMITTEE REPORTS

### 12.1. Report of the Special In-Camera meeting or other Committee as may be held prior to Council

Moved by: Councillor Kusmierczyk

Seconded by: Councillor McKenzie

Decision Number: CR118/2019

That the report of the In Camera meeting held March 25, 2019 **BE ADOPTED** as presented.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

### **13. BY-LAWS (First and Second Reading)**

Moved by: Councillor Morrison  
Seconded by: Councillor Sleiman

That the following By-laws No. 35-2019 through 42-2019 (inclusive) be introduced and read a first and second time:

**35-2019** A BY-LAW TO REPEAL BY-LAW 20-2013 AND RE-INTRODUCE COMMUNITY WATER FLUORIDATION authorized by Item 8.3, adopted March 25, 2019

**36-2019** A BY-LAW TO FURTHER AMEND BY-LAW NUMBER 9023 BEING A BY-LAW TO REGULATE VEHICULAR PARKING WITHIN THE LIMITS OF THE CITY OF WINDSOR ON MUNICIPAL STREETS, MUNICIPAL PARKING LOTS AND PRIVATE PROPERTIES authorized by CR82/2019, adopted February 25, 2019

**37-2019** A BY-LAW TO PROVIDE THAT PART-LOT CONTROL SHALL NOT APPLY TO CERTAIN LAND THAT IS WITHIN PLAN OF SUBDIVISION 12M-602 IN THE CITY OF WINDSOR authorized by BL 139-2013, adopted August 26, 2013

**38-2019** A BY-LAW TO FURTHER AMEND BY-LAW NUMBER 8600 CITED AS THE "CITY OF WINDSOR ZONING BY-LAW" authorized by BL 65-2018, adopted May 7, 2018

**39-2019** A BY-LAW TO FURTHER AMEND BY-LAW NUMBER 8600 CITED AS THE "CITY OF WINDSOR ZONING BY-LAW" authorized by S 20/2019, adopted February 11, 2019

**40-2019** A BY-LAW TO FURTHER AMEND BY-LAW NUMBER 8600 CITED AS THE "CITY OF WINDSOR ZONING BY-LAW" authorized by S 40/2019, adopted February 11, 2019

**41-2019** A PROVISIONAL BY-LAW TO PROVIDE FOR THE REPAIR AND IMPROVEMENT OF THE RUSSETTE DRAIN 1<sup>st</sup> and 2<sup>nd</sup> readings authorized by Item 8.7, adopted March 25, 2019

**42-2019** A BY-LAW TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE CITY OF WINDSOR AT ITS MEETING HELD ON THE 25th DAY OF March, 2019

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

## **14. MOVE BACK INTO FORMAL SESSION**

Moved by: Councillor Bortolin  
Seconded by: Councillor Costante

That the Committee of the Whole does now rise and report to Council respecting the business items considered by the Committee:

- 1) Communication Items (as amended)
- 2) Consent Agenda (as amended)
- 3) Items Deferred  
Items Referred
- 4) Consideration of the Balance of Business Items (as amended)
- 5) Committee Reports (as presented)
- 6) By-laws given first and second readings (as presented)

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

## **15. NOTICES OF MOTION**

None.

## **16. THIRD AND FINAL READING OF THE BY-LAWS**

Moved by: Councillor Kusmierczyk  
Seconded by: Councillor Gignac

That the following By-laws No. 35-2019 through 40-2019, and 42-2019, having been read a first and second time be now read a third time and finally passed and that the Mayor and Clerk **BE AUTHORIZED** to sign and seal the same notwithstanding any contrary provision of the Council.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

## **17. PETITIONS**

Moved by: Councillor McKenzie  
Seconded by: Councillor Kaschak

Decision Number: CR156/2019

That the petition presented by Councillor Morrison from Ward 9 resident Kaitlin Kennedy, an online petition entitled "Protect Windsor Wetlands" to protect the South Cameron Woodlot from future residential development **BE RECEIVED** by the Clerk and the Clerk **BE DIRECTED** to forward the petition to the City Planner for the purpose of an examination of the requested works or undertakings; and further, that a report **BE PROVIDED** consistent with the direction provided.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Clerk's File: ACO/13382

## **18. QUESTION PERIOD**

### **18.1. CQ 6-2019**

Moved by: Councillor Kusmierczyk

Seconded by: Councillor McKenzie

Decision Number: CR157/2019

That the following Council Question by Councillor Morrison **BE APPROVED**, and that Administration **BE DIRECTED** to proceed with the necessary actions to respond to the Council Question in the form of a written report, consistent with Council's instructions, and in accordance with Section 17.1 of the Procedure By-law 98-2011:

CQ 6-2019:

#### **Assigned to City Planner**

Asks as a follow up to the petition presented with 9,176 signatures, I ask that Administration bring forward a written report that provides a framework to update and amend the City of Windsor Official Plan Volume II, Schedules SC-1, 2, 3 and 4 for the South Cameron Planning Area. These maps are dated September 25, 2000, are completely outdated and do not show any wetlands. They are critical for properly identifying these lands with the updated Provincially Significant Wetlands designation and allows for council or other interested parties to have factual and current information on the subject lands for any future consideration. I ask that this information be brought back to council by May 6, 2019 or as soon as possible.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Clerk's File: ZO/10781

**21. ADJOURNMENT**

Moved by: Councillor Morrison  
Seconded by: Councillor Sleiman

That this Council meeting stand adjourned until the next regular meeting of Council or at the call of the Mayor.

Carried.

Mayor Dilkens was absent from the meeting when the vote was taken on this matter.

Accordingly, the meeting is adjourned at 9:42 o'clock p.m.

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Mayor

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City Clerk

**SPECIAL MEETING OF COUNCIL – IN CAMERA**  
**March 25, 2019**

**Meeting called to order at: 5:01 p.m.**

**Members in Attendance:**

Mayor D. Dilkens  
Councillor F. Costante  
Councillor C. Holt  
Councillor R. Bortolin  
Councillor G. Kaschak  
Councillor J. Gignac  
Councillor K. McKenzie  
Councillor J. Morrison  
Councillor E. Sleiman  
Councillor I. Kusmierczyk

**Members Absent:**

Councillor F. Francis (due to illness)

**Also in attendance:**

O. Colucci, Chief Administrative Officer  
J. Payne, Community Development and Health Commissioner and  
Corporate Leader Social Development, Health, Recreation and Culture  
M. Winterton, City Engineer and Corporate Leader Environmental Protection and  
Transportation  
V. Critchley, City Clerk/Licence Commissioner and Corporate Leader Public Engagement  
and Human Resources  
J. Mancina, Chief Financial Officer/City Treasurer and Corporate Leader  
Finance and Technology  
S. Askin-Hager, City Solicitor and Corporate Leader Economic  
Development and Public Safety  
C. Brown, CEO for YQG and WDTC/Corporate Leader of Transportation  
Services  
J. Wilson, Corporate Leader, Parks, Facilities, Recreation and Culture  
N. Coleman, Mayor's Chief of Staff  
S. Laforet, Fire Chief (Item 2)



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Verbal Motion is presented by Councillor Kusmierczyk, seconded by Councillor Sleiman,  
to move in Camera for discussion of the following item(s):

<u>Item No.</u>	<u>Subject</u>	Section – Pursuant to Municipal Act, 2001, as amended
1.	Property matter – sale of land	2 3 9 ( 2 ) ( c )
2.	Personal matter – labour relations	2 3 9 ( 2 ) ( d ) ( h )
3.	Legal matter – advice subject to solicitor-client privilege	2 3 9 ( 2 ) ( f )
4.	Personal matter – about identifiable individuals	2 3 9 ( 2 ) ( b )

**Motion Carried.**

## Declarations of Pecuniary Interest:

None declared.

## Discussion on the items of business. (Items 1, 2, 3 and 4)

Verbal Motion is presented by Councillor Kusmierczyk, seconded by Councillor Kaschak,  
to move back into public session.

**Motion Carried.**

Moved by Councillor Bortolin, seconded by Councillor Sleiman,  
**THAT the Clerk BE DIRECTED to transmit the recommendation(s) contained in the report(s) discussed at the In-Camera Council Meeting held March 25, 2019 directly to Council for consideration at the next Regular Meeting.**

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1. That the recommendations contained in the confidential letter from Enwin Utilities Limited respecting a property matter – sale of land **BE APPROVED**.
2. That the recommendation contained in the in-camera report from the Fire Chief, City Solicitor and Corporate Leader Economic Development and Public Safety and Chief Financial Officer/City Treasurer and Corporate Leader Finance and Technology respecting a personal matter – labour relations **BE APPROVED**.
3. That the confidential report from the City Solicitor and Corporate Leader Economic Development and Public Safety respecting a legal matter – advice subject to solicitor-client privilege **BE RECEIVED FOR INFORMATION**.
4. That the recommendation contained in the in-camera report from the Cultural Development Coordinator, Manager of Cultural Affairs, Executive Director of Recreation, Corporate Leader, Parks, Facilities, Recreation and Culture and Chief Financial Officer/City Treasurer and Corporate Leader Finance and Technology respecting a personal matter about identifiable individuals **BE APPROVED**.

**Motion Carried.**

**Moved by Councillor Costante, seconded by Councillor Gignac,  
That the special meeting of council held March 25, 2019 BE ADJOURNED.**

**(Time: 5:46 p.m.)**

**Motion Carried.**



THIS LICENSE AGREEMENT dated this 7<sup>th</sup> day of February, 2019

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

**THE CORPORATION OF THE CITY OF WINDSOR**

(the “City”)

-and-

**Downtown Windsor Community Collaborative**

(the “Licensee”)

**WHEREAS** City Council has approved the use of City owned land for the purposes of community gardens in accordance with the Community Gardens on Municipal Property Policy, adopted November 17, 2014, pursuant to CRM397/2014;

**AND WHEREAS** the Licensee has requested the use of a portion of the Lands for the purposes of a community garden, in accordance with the Community Garden Policy;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** in consideration of the sum of \$1.00, plus HST and the covenants, rights, and obligations as contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**Article 1 - INTERPRETATION**

1.1. **Definitions** In this Agreement,

“**Agreement**” means this license agreement;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Windsor are not open for the transaction of domestic business during normal banking hours;

“**City**” means The Corporation of the City of Windsor;

“**Effective Date**” means April 1<sup>st</sup>, 2019;

“**Event of Default**” has the meaning ascribed to it in section 6.5;

“**Lands**” means the lands commonly known as Caron Avenue Park and legally described as PLAN 282 BLK 3 LOT 15;S PT LOT 14;CARON AVENUE PARKETTE CORNER;

“**Licensed Lands**” means the portion of the Lands depicted or described in **Schedule “A”**;

“**Licensee**” means Downtown Windsor Community Garden Collaborative;

“**Party**” means either the City or the Licensee and “**Parties**” means both of them;

“**Term**” means the period commencing on the Effective Date and ending on the Termination Date, or earlier termination in accordance with this Agreement;

“**Termination Date**” means March 31<sup>st</sup>, 2021;

- 1.2. **Including** Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

- 1.3. **Hereof** The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular section or portion of it.
- 1.4. **Headings** The division of this Agreement into articles and sections, schedules, and other subdivisions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer. Furthermore, unless something in the subject matter or context is inconsistent therewith, references herein to an article, section, subsection, paragraph, clause or schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Agreement.
- 1.5. **Singular, Gender** Words importing the singular number only shall include the plural and *vice versa*. Words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*.
- 1.6. **Currency** Unless otherwise expressly specified, all dollar amounts in this Agreement, including the symbol “\$”, refer to Canadian currency.
- 1.7. **Recitals** The Parties acknowledge and declare that the recitals in this Agreement are true and correct.
- 1.8. **Relationship** Nothing in this Agreement shall be construed as creating an employment relationship between the Parties and both Parties agree that the Licensee shall at all times be considered an independent contractor. Furthermore, nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the Licensee and the City. The Licensee specifically acknowledges that no persons present at the Licensed Lands, except City employees are employees, volunteers, or representatives of the City; and further that no such person is protected by the *Workplace Safety and Insurance Act* or any other insurance protection or coverage of the City.
- 1.9. **Jurisdiction** This Agreement shall be construed, interpreted and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.
- 1.10. **No Contra Proferentum** The Parties acknowledge that the provisions of this Agreement have been mutually prepared by the Parties and that each Party has had the opportunity to consider each and every term and condition in this Agreement, and to obtain Independent Legal Advice. The Parties each agree that all such terms and conditions are reasonable and valid and understand and agree to all provisions of this Agreement. The Parties further acknowledge and agree that

should any aspect of this Agreement be brought before a judicial or quasi-judicial hearing, this Agreement shall be read, reviewed, and interpreted without regard to *contra proferentum*, and that the rule *contra proferentum* shall not apply with respect to the interpretation of this Agreement.

- 1.11. **Severability** If any covenant or obligation in this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such covenant or obligation to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each covenant and obligation in this Agreement shall be separately valid and enforceable to the fullest extent permitted.
  
- 1.12. **Sole Agreement** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the transactions herein contemplated and cancels and supersedes any prior understandings, agreements, negotiations and discussions, written or oral, between the Parties with respect thereto. There are no representations, collateral agreements, warranties, terms, undertakings, understandings or conditions (whether express or implied) existing, made, binding on or in any way legally having any force or effect on either Party other than those expressly set forth in this Agreement.

- 1.13. **Amendment** This Agreement may not be amended, supplemented or otherwise modified in any respect except by written instrument executed by both Parties.
- 1.14. **By Reference** All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument, as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.
- 1.15. **Idem** Any reference in this Agreement to all or any part of any manual, statute, regulation, by-law or Council resolution, shall, unless otherwise stated, be a reference to that manual, statute, regulation, by-law or Council resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.
- 1.16. **Schedules** The following schedules are attached to and incorporated in this Agreement by reference and deemed part hereof:

<b>Schedule "A"</b>	Licensed Lands
<b>Schedule "B"</b>	Licensee Application and Site Plan

## Article 2 -

## LICENSE &

- 2.1. **License** The City hereby grants the Licensee a non-exclusive and restricted license to the Licensed Lands for the Term, subject to the terms and conditions of this Agreement. The Licensee acknowledges and agrees that public access to the Licensed Lands for enjoyment is permitted and facilitated. The City retains the right to enter the Licensed lands at any time to inspect, make repairs, alterations or improvements, or any emergency situation, as deemed in the sole and unfettered discretion of the City.
- 2.2. **"As Is"** The City licenses the Licensed Lands to the Licensee on a completely "as is" basis, and offers no condition, covenant, warranty or representation, express or implied, as to its fitness for use, whether as to environmental matters or otherwise, nor as to its cleanliness or state of repair. The Licensee shall at all times keep and maintain the Licensed Lands in a safe and orderly condition at the Licensee's entire expense.
- 2.3. **City Supplies** During the Term, the City will provide:
- 23.1. Mulch to the Licensed Lands, in an amount, and at a time and place, to be determined by the City; and
  - 23.2. One sign (in the City's standard appearance), to be located on the Licensed Lands,



identifying the Licensee (or such person/organization designated by the Licensee, with the consent of the City) as the Licensee of the Licensed Lands.

2.4. **First Right** The Licensee has the first right to the Licensed Lands for the permitted use for the following calendar year, subject to the following:

24.1. The Licensee provides a renewal application to the City of its intent to exercise its first right on or before August 31<sup>st</sup> in the year of Term of this Agreement;

24.2. The Licensee provides a fully executed copy of the applicable license agreement for the following calendar year in the City's then standard form, on or before October 31<sup>st</sup>, or such later date agreed upon in writing by the City; and

24.3. the City's determination, in its sole and unfettered discretion, that the Licensed Lands may continue to be used as a community garden and that the City is prepared to enter into a new agreement with the Licensee.

2.5. **Compliance with Laws** The Licensee shall promptly comply with all laws, ordinances and lawful orders and regulations issued by any federal, provincial, municipal or other agency having jurisdiction, including but not limited to obtaining any and all applicable licenses or permits. The Licensee shall not perform any acts or carry out any practices which injure the Licensed Lands or are a nuisance or a menace to others.

**Article 3 - USE OF LICENSED LANDS**

- 3.1. **Use** The purpose of this Agreement is to construct, maintain and host a community garden. The Licensee shall use the Licensed Lands for this purpose only, and as further detailed in the attached ***Schedule "B"***. Under no circumstance may any produce, flowers, or other matters grown or harvested be sold.
- 3.2. **Alterations/Improvements** The Licensee shall not make any alterations, additions or improvements to the Licensed Lands without the approval in writing of the City Executive Director of Parks and Facilities to the plans and specifications thereof and to make all such alterations in conformity with such plans and specifications; all such alterations and additions or improvements shall immediately become the property of the City without any payment being made therefore unless otherwise provided in the written approval of the City.
- 3.3. **Approved Alterations/Improvements** The Licensee shall ensure that any alterations, additions or improvements to the Licensed Lands which are approved in writing pursuant to section 3.2 shall be completed as expeditiously as possible so as to cause minimum nuisance to neighbours and the community; and further the Licensee shall take reasonable precaution to ensure the safety of the public.
- 3.4. **Security Interest** The Licensee shall not affix any goods to the Licensed Lands which are subject to an attached security interest or where encumbered title to the goods are not vested in the Licensee, unless the City's City Treasurer shall have first consented to same in writing.
- 3.5. **Use & Maintenance** The Licensee shall:
- (a) Develop and maintain the Licensed Lands, at no cost to the City, including but not limited to the collection and removal of litter and debris; the control and removal of weeds; and the control of grass on the Licensed Lands not under cultivation;
  - (b) Grow produce (including fruits and vegetables) for consumer use;
  - (c) Not sell any food grown or harvested on the Licensed Lands, or otherwise solicit or transact sales on the Licensed Lands;
  - (d) Ensure that the Licensed Lands are kept free of pests and animals;
  - (e) Conduct utility locates prior to digging of any kind, and thereafter avoid all such utilities;
  - (f) Encourage and promote educational activities about local food;
  - (g) Not permit the use of camp fires, candles, gas and/or open flame lanterns or torches;
  - (h) Not cut down or permit to be cut down any timber on the lands without the express written consent of the City, which may be unreasonably withheld; and
  - (i) If the Licensee has a surplus of produce or other harvest, the Licensee will endeavour to donate the surplus harvest to a charitable cause or community members in need;
- 3.6. **Environmental** The Licensee shall:
- (a) If raised beds are not being utilized, obtain soil tests regarding the suitability of the site for

gardening produce, submit the results to the City, and receive the City's written approval to continue, prior to commencing any activities at the Licensed lands;

- (b) Not utilize or permit to be utilized any chemicals, including but not limited to pesticides, herbicides, and chemical fertilizers, on or near the Licensed Lands;
- (c) Not utilize or permit to be utilized uncomposted manure or fertilizer;
- (d) Ensure that any composting is in contained and approved structures, and will only contain refuse from the Licensed Lands;
- (e) Not dump or allow dumping of rubbish, ashes, waste or other unsightly materials of any type or description;
- (f) Not permit any contaminant on the Licensed Lands or to permeate the Licensed Lands; and
- (g) Not plant or permit to grow any prohibited plants, including but not limited to illegal, invasive or aggressive species, or as otherwise determined by the City, or unless authorized to the contrary in writing by the City.

3.7. **Supervision** The Licensee shall:

- (a) Supervise all individuals at the Licensed Lands, including other adults, youths and children;
- (b) Act at all times, and ensure that others act, in a manner which is respectful of others, and will not use abusive or profane language, discriminate against others, play loud music, or cause a nuisance, disturbance or interfere with the quiet enjoyment of others;
- (c) Ensure that a fully stocked first aid kit is available on the Licensed Lands at all times that any individuals are present on the Licensed Lands; and
- (d) Ensure that no person while on the Licensed Lands smokes, drinks alcoholic beverages, uses illegal drugs, or participates in gambling; or permits entry of any person on the Licensed Lands who is under the influence of alcohol or illegal drugs.

3.8. **Equipment & Improvements** The Licensee shall:

- (a) Notify and seek written approval from the City for the operation of any heavy equipment on or near the Licensed Lands;
- (b) Not store or permit to be stored motor vehicles, tractors, equipment, fuel and chemicals;
- (c) Not utilize or permit to be utilized any motorized vehicles or equipment on the Licensed Lands, except between the period of April 15<sup>th</sup> and May 14<sup>th</sup>;
- (d) Not erect a fence;
- (e) Not install or permit any signage on the Licensed Lands except as provided by the City; and
- (f) Ensure that any permitted structures or improvements constructed of wood or timber are untreated wood or timber.

3.9. **Reporting & Responding** The Licensee shall:

- (a) Respond to and comply with any City concerns, requests or demands within 24 hours;
- (b) Report to the City as soon as possible after every accident or incident;
- (c) Report to the City at the end of growing season on such aspects as the City specifies; and
- (d) Comply with all requests or demands of the City, acting reasonably.

**Article 4 - FINANCIAL MATTERS**

- 4.1. **HST** The Licensee shall pay all taxes (including but not limited to HST), rates, charges and license fees levied or imposed upon or in respect of the personal property, business, income, assets or actions as they become due and before they become delinquent.
- 4.2. **Property Taxes** The Licensee specifically acknowledges that should any property taxes be assessed against the Licensed Lands, the Licensee shall pay such sums upon demand by the City.
- 4.3. **Non-Payment/Interest** Should the Licensee fail to make any payment when due and payable under this Agreement, other than the deposit as set out in section 4.1, the City may make such payments on behalf of the Licensee, but is not obligated to do so, and the Licensee shall repay same to the City together with interest at 26% per annum (2% compounded monthly) forthwith upon notice. Should the Licensee fail to make any payment pursuant to section 4.1 when due and payable, same shall bear interest at 26% per annum (2% compounded monthly).

**Article 5 - INSURANCE AND INDEMNITY**

- 5.1. **Insurance** The Licensee covenants and agrees to provide and maintain comprehensive general liability insurance in the City's standard form, containing an endorsement naming the City as an additional insured and including a cross-liability/separation of insureds clause, with a 30-day notice of cancellation provision, and in the amount of at least two million dollars (\$2,000,000.00) per occurrence and satisfactory in form and content to the City's Risk Management Department.
- 5.2. **Own Risk/Release** The Licensee uses the Licensed Lands at its sole and own risk and releases the City, its council, officers, servants, agents, employees, and contractors [collectively the "Releasees"] from any claims, demands, damages, costs, actions or causes of action arising out of or related in any way to the Licensed Lands, including but not limited to, any claim for bodily injury, property damage, or any claim relating to the presence of any contaminants and/or any errors or omissions in any of the information which is supplied by the Releasees. The Licensee acknowledges that it is fully responsible for the Licensed Lands and the community garden, as more particularly set out in Schedule "B", including but not limited to any equipment, materials, or personal effects used in the course of Licensee's occupancy or use of the Licensed Lands, and that the Releasees shall not be liable for any loss of or damage to the same.

53. **Indemnity** The Licensee covenants and agrees that it will at all times defend, indemnify and save harmless the City, its council, members of council, officers, servants, agents, and contractors, from and against any and all manner of claims, damages, loss, construction liens, costs (on a complete indemnity basis, including all counsel fees), and charges howsoever occasioned, or suffered by, or imposed upon the City or its property, either directly or indirectly, in respect of any matter or thing in consequence or in connection with, or arising out of the Licensee's occupancy or use of the Licensed Lands or out of any operation in connection therewith, or in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same, arising from or related to, whether directly or indirectly, the execution of this Agreement, the compliance or non-compliance with the terms of this Agreement, the actions or inactions of the Licensee, or the use of the Licensed Lands by the Licensee or the Licensee's guests, volunteers, clients, customers, employees, representatives, board members, or agents. Without in any way limiting the generality of the foregoing, the Licensee specifically acknowledges that it shall immediately pay, upon request, to the City all such damages, costs, or expenses incurred by the City in enforcing the terms of this License or exercising any rights under this License, including this indemnity, in any manner whatsoever or howsoever arising. Furthermore, the Licensee expressly acknowledges that notwithstanding anything to the contrary, that the City is not obligated to mitigate its damages, and that the Licensee is hereby estopped from making any such claim.
54. **Survival** The indemnity provisions of this Agreement and the City's rights in respect of any failure by the Licensee to perform any of its obligations under this Agreement shall remain in full force and effect, notwithstanding the expiration, revocation, or termination of this Agreement, and shall survive same.

#### **Article 6 - TERMINATION & EVENT OF DEFAULT**

- 6.1. **End of Term** This Agreement shall terminate without notice upon the Termination Date. The Licensee shall deliver up and surrender to the City its possession of the Licensed Lands upon the termination of this Agreement, in as good condition and repair as same shall be on the Effective Date. For purposes of clarification, it is understood and agreed that the Licensee shall be required to remediate the Licensed Lands and return them to their original condition as at the Effective Date, including but not limited to the removal of all fixtures or improvements installed by the Licensee which shall be removed by the Licensee at the Licensee's sole expense and further repair any damage to the Licensed Lands caused by the installation or removal of such fixtures or improvements. The requirement of the Licensee to repair and remediate the Licensed Lands shall survive termination.
- 6.2. **Early Termination without Cause** The City may terminate this License upon thirty days written notice prior to the Termination Date, in its sole and absolute discretion, without liability, set-off, or other compensation, whether financial or otherwise; and such termination shall, save and except for the termination date as set out in this section, be in accordance with section 6.1.
- 6.3. **Failure to Surrender** Should the Licensee fail to deliver up and surrender possession of the Licensed Lands upon the termination of this Agreement, the Licensee shall pay to the City the

sum of \$500 per month or partial month in consequence of such failure.

- 6.4. **Failure to return to Condition** Should the Licensee fail to deliver the Licensed Lands on termination in as good condition and repair as same shall be on the Effective Date, the City may repair and remediate the Licensed Lands on the Licensee's behalf, and the Licensee shall immediately upon demand pay the costs of such repair and remediation to the City. This section shall survive termination.
- 6.5. **Event of Default** An "Event of Default" constitutes any one or more of the following:
- a the Licensee becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Licensee's existence or the liquidation of its assets;
  - b a trustee, receiver, receiver/manager, or a person acting in a similar capacity is appointed with respect to the business or assets of the Licensee;
  - c any of the goods or chattels of the Licensee are, at any time, seized or taken in attachment by any creditor of the Licensee;
  - d the Licensee fails to make any payment as required under this Agreement;

- e the Licensee makes an assignment or other transfer of rights under this Agreement other than in accordance with the provisions of this Agreement;
- f the Licensee fails to observe or perform any of the terms, covenants or conditions of this Agreement and such failure to observe or perform is not remedied within 5 days of written notice of such failure; or
- g the Licensee is in non-compliance with any City agreement, bylaw, common law, provincial or federal act or regulation, or the rules, regulations, policies, or orders of any municipal, provincial or federal authority, including but not limited, to police, fire, conservation authority, or health unit.

6.6. **Remedies** If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Agreement, the City shall have the following rights and remedies which are cumulative and not alternative:

- a to terminate this Agreement upon 10 days written notice, and to, at the discretion of the City, remove all persons and property from the Licensed Lands and store such property at the expense and risk of the Licensee or sell or dispose of such property in such manner as the City sees fit without notice to the Licensee;
- b to remedy or attempt to remedy any default under this Agreement, including to enter upon the Licensed Lands for such purposes; and no notice of the City's intention to remedy or attempt to remedy such default need be given to the Licensee, and the City shall not be liable to the Licensee for any loss, injury or damages caused by acts of the City in remedying or attempting to remedy such default and the Licensee shall pay to the City all expenses incurred by it in connection therewith; and
- c to recover from the Licensee all damages, costs and expenses, including legal costs on a complete indemnity basis, as a result of the Event of Default.

6.7. **Costs** The Licensee shall pay to the City all damages, costs and expenses (including all legal fees and costs on a complete indemnity basis) incurred by the City in enforcing the terms of this Agreement, or with respect to any matter or thing which is the obligation of the Licensee under this Agreement, or in respect of which the Licensee has agreed to insure or to indemnify the City.

6.8. **Remedies Cumulative and Not Exhaustive** Notwithstanding any other provision of this Agreement, the City may from time to time resort to any or all of the rights and remedies available to it in an Event of Default hereunder, either by any provision of this Agreement, by statute or by common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the City by statute or common law.

**Article 7 - NOTICE**

- 7.1. **Notice** Whenever under this Agreement, notice is required to be given, such notice shall be in writing and shall be delivered personally, mailed by prepaid mail, sent by facsimile or by email. A notice or other document so sent shall be deemed to have been given,
- a. if delivered personally, on the date of such delivery and receipt;
  - b. if transmitted by facsimile or by email, on the Business Day following the day of sending such notice or document; and
  - c. if mailed, on the fifth (5<sup>th</sup>) Business Day following the day such notice or document was deposited in a post office or public letter box.

- 7.2. **City Contact** Where notice is to be provided to the City, such notice shall be provided,

*In the case of a notice of claim,  
which shall be delivered personally*

The Corporation of the City of Windsor  
350 City Hall Square West, Suite 203

Windsor, ON N9A 6S1

**Attention: City Clerk**

*In all other cases (including day-to-  
day questions or operations):*

The Corporation of the City of Windsor  
4155 Ojibway Parkway

Windsor, ON N9C 4A5

**Attention: Environment &  
Sustainability Coordinator**



- 7.3. **Licensee Contact** Where notice is to be provided to the Licensee, such notice shall be delivered to:

Downtown Windsor Community Collaborative  
100 Victoria Ave

Windsor, ON N9A 4N7

**Attention:** Bob Cameron

Tel: 519-903-7629

Fax:

Email: [bob@dwcc.ca](mailto:bob@dwcc.ca)

- 7.4. **Contact Change** Either Party may change their contact information, from time to time, by written notice given to the other Party in accordance with this Article 7, and upon receipt of such notice, the Party receiving such information shall thereafter rely on that contact information as if it has been inserted in sections 7.2 or 7.3 hereof, as the case may be.

#### **Article 8 - GENERAL**

81. **Further Assurance** Each Party shall from time to time execute and deliver or cause to be executed and delivered all such further acts and things as the other Party may, from time to time after the date hereof, reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.
82. **Conflict of Interest** The Licensee hereby declares that it does not have any conflict of interest, whether actual or potential, arising out of this Agreement; and further, the Licensee hereby covenants to disclose any conflict of interest, actual or potential, arising during the currency of this Agreement.
83. **Successors and Assigns** This Agreement and everything in it shall be binding upon and ensure to the benefit of and be binding on the Parties hereto, and their respective successors, heirs, administrators, executors, legal representatives, and permitted assigns. Neither party may assign, transfer or otherwise dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party, which may be unreasonably withheld.
84. **Time of the Essence** Time shall be of the essence of this Agreement.
85. **Waiver of Rights** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and delivered in accordance with the notice provisions hereof, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of

such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

86. **City Discretion** The Licensee hereby acknowledges and agrees that nothing contained in this Agreement and no decision made or action taken by the City pursuant to this Agreement shall in any manner limit or restrict the normal exercise of discretion by various municipal departments and officials in the City pursuant to any statute, by-law, resolution, policy, practice, regulation, or procedure, and nothing contained in this Agreement shall in any way require any such municipal department or official(s) acting pursuant to such statute, by-law resolution, policy, practice, regulation, or procedure to give his, her or its approval in respect of any manner, notwithstanding any provision of this Agreement or any consent, approval or other action of the City made pursuant to this Agreement.

IN WITNESS WHEREOF the Parties have affixed their corporate seals duly attested by the hands of their proper officers in that behalf.

In the case of the City, signed this            day of            , 20

\_\_\_\_\_

**THE CORPORATION OF THE  
CITY OF WINDSOR**

\_\_\_\_\_  
Valerie Critchley  
City Clerk/Licence Commissioner

\_\_\_\_\_  
Onorio Colucci  
Chief Administrative Officer

In the case of the Licensee, signed this            day of            , 20

**Downtown Windsor Community Collaborative**

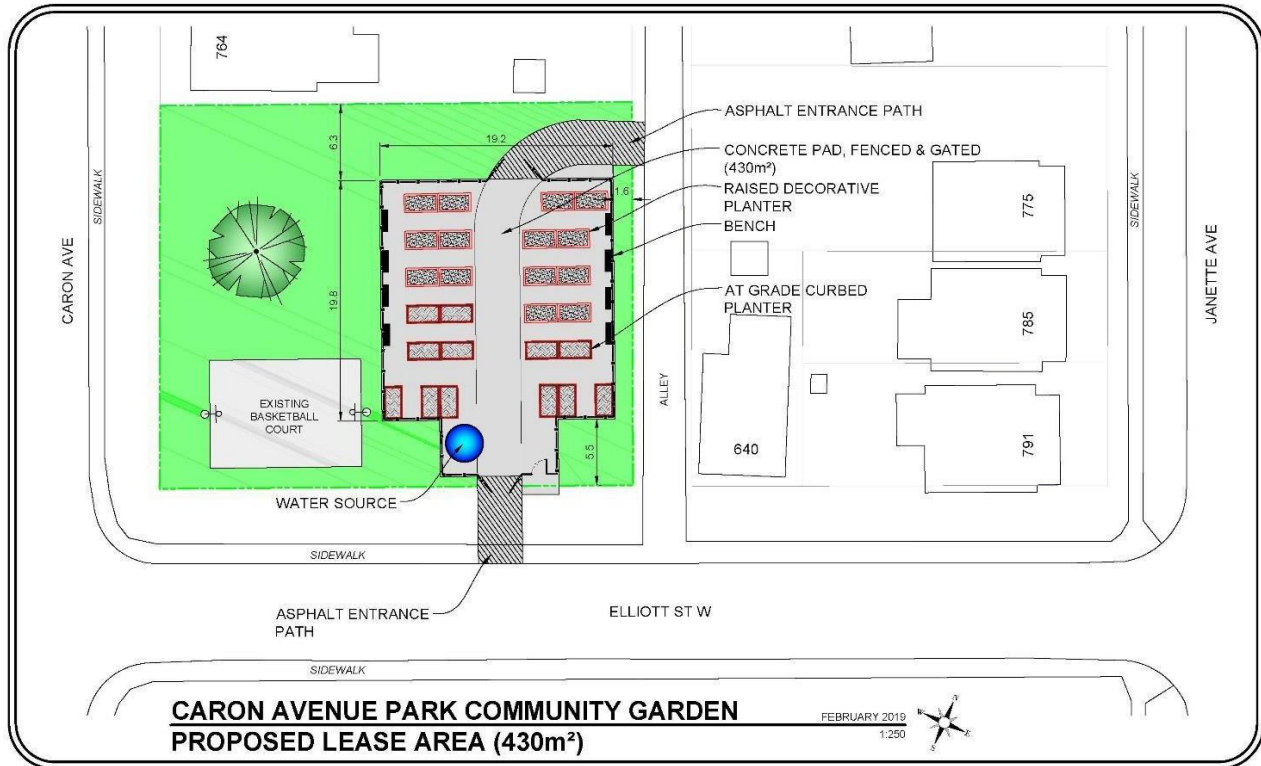
\_\_\_\_\_  
Witness as to the signature of

Name:

Name:  
Title:

if corp: I have authority to bind the corporation

### SCHEDULE "A" LICENSED LANDS



## **Schedule “B”**

### **Licensee Application and Site Plan**

#### **City of Windsor Community Garden Application Form**



- This application is for the creation of Community Gardens on City of Windsor owned property only
- The Applicant must be a legal entity in its own right, and not an unincorporated association or other form of informal organization.
- Please consult the list of parks recommended for Community Gardens which can be found on our website: [www.windsorenvironmentalmasterplan.ca](http://www.windsorenvironmentalmasterplan.ca)
- Submit your application via email to [emp@city.windsor.on.ca](mailto:emp@city.windsor.on.ca) OR in person (M-F 8:00am to 4:00pm) or by mail to:  
  
Environment & Sustainability Coordinator  
c/o Lou Romano Water Reclamation plant  
4155 Ojibway Parkway  
  
N9C 4A5
- If you require assistance with your application please contact the Environment and Sustainability Coordinator at [emp@city.windsor.on.ca](mailto:emp@city.windsor.on.ca) or 519-253-7111 ext.3290.

#### **Applicant Information:**

Name of Community Garden Coordinator: Sarah Cipkar

Daytime phone number: 519-790-9518

Email address: [sarah@dwcc.ca](mailto:sarah@dwcc.ca)

Name of Designate: Robert Cameron

Daytime phone number: 519-903-7629

Email

address: bob@dwcc.ca

### **Site Information:**

*What is the address or name of the property where you would like to establish a community garden?*

Caron Avenue Park (corner of Caron Ave and Elliott St)

*Please describe the site within the property where you would like to have your garden:*

Due to the redevelopment of Bruce Park the City of Windsor has approached us to relocate our existing community garden. We are in agreement to move the garden to Caron Ave Park. This would provide us with our own space to garden.

### **Garden Information:**

*Describe the design of your Community Garden and what methods (ie. raised beds) you will use to operate and maintain the garden including your end of season plan:*

Gardeners currently use at grade beds made from wood for their gardening. If raised beds are available our gardeners would utilize them. Mulch is used around garden beds. We are hoping to have some water storage on site.

### **Community Garden Group Information:**

*How many committed volunteers do you have?*

There are currently 26 committed gardens who are part of the Bruce park community garden and all are interested in continuing to garden at Caron Ave park.

*What past experience do you and your volunteers have in growing food? Please provide examples:*

Bruce park community garden has been operating with great success since 2014. The gardeners use the Windsor Essex Community Garden Collective as a resource. The Downtown Windsor Community Collaborative is also the supporter of Wigle and Mitchell Park community gardens.

**Site Plan:**

*Please sketch or attach a site plan, detailing plot layouts and other features including structures such as compost bins or storage sheds. Soil amendments and materials for pathways must also be noted.*

*Minimum setbacks of 5 meters from the edges of the Community Garden to surrounding amenities, property lines, hedgerows and trees may be required to allow for regular maintenance.*

