

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

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## **CAO APPROVAL**

The Chief Administrative Officer approved the following recommendation:

**Report Number: CAO 187/2020 AMENDMENT  
AMENDMENT APPROVED: September 17, 2020**

- I. THAT **APPROVAL BE GIVEN** pursuant to Delegation of Authority Bylaw 208-2008, Section 1.30 (c) "City as Grantee" Temporary Easements and Consents to Enter (Appendix A), to the entering into of the following Consent to Enter:
- a) The Board of Trustees of Gethsemane Lutheran Church (the "**Church**") agrees to provide a Consent to Enter to The Corporation of the City of Windsor (the "**City**") to enter upon part of the lands municipally known as 1921 Cabana Road West, as shown on the aerial image attached as Appendix B and legally described as Part of Lot 2, Concession 4, designated as Parts 1 and 2 on 12R-12534 (the "**Lands**");
  - b) The term of the agreement shall be for two consecutive days between September 21, 2020 and October 31, 2020 as mutually agreed upon by the City and the Church;
  - c) The City and/or its contractors, subcontractors, agents, employees and assigns will enter the Lands for the purpose of undertaking a stage 2 archeological assessment (the "**Assessment**") involving the digging of 30cm wide test pits along the north frontage land ("**Pits**");
  - d) The City, its employees, agents, and contractors will have free and unobstructed entry and access to the Lands from Cabana Road West at all times during the Term;
  - e) The Church will notify all persons, entities or parties under its control not to occupy the Lands, as marked by the City, or its employees, agents, or contractors during the Term;

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- f) Upon termination of the Consent to Enter, any disturbance of the Lands, resulting from the Assessment, will be restored by the City to the satisfaction of the Church, acting reasonably;
  - g) The City will be required to provide the Church with indemnification and show proof of insurance which will contain a cross-liability clause and name the Church as an additional insured; and
- II. THAT the Chief Administrative Officer and the City Clerk **BE AUTHORIZED** to sign a Consent to Enter Agreement with the Church for access to the Lands, approved as to form by the City Solicitor or designate and as to content by the City Engineer or designate.

**Report Number: CAO 187/2020**

**Approved: August 13, 2020**

- I. THAT **APPROVAL BE GIVEN** pursuant to Delegation of Authority Bylaw 208-2008, Section 1.30 (c) "City as Grantee" Temporary Easements and Consents to Enter (Appendix A), to the entering into of the following Consent to Enter:
- a) The Board of Trustees of Gethsemane Lutheran Church (the "**Church**") agrees to provide a Consent to Enter to The Corporation of the City of Windsor (the "**City**") to enter upon part of the lands municipally known as 1921 Cabana Road West, as shown on the aerial image attached as Appendix B and legally described as Part of Lot 2, Concession 4, designated as Parts 1 and 2 on 12R-12534 (the "**Lands**");
  - b) The term of the agreement shall be for two consecutive days between August 10, 2020 and September 14, 2020 as mutually agreed upon by the City and the Church;
  - c) The City and/or its contractors, subcontractors, agents, employees and assigns will enter the Lands for the purpose of undertaking a stage 2 archeological assessment (the "**Assessment**") involving the digging of 30cm wide test pits along the north frontage land ("**Pits**");



## OFFICE OF THE CITY CLERK COUNCIL SERVICES

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- d) The City, its employees, agents, and contractors will have free and unobstructed entry and access to the Lands from Cabana Road West at all times during the Term;
- e) The Church will notify all persons, entities or parties under its control not to occupy the Lands, as marked by the City, or its employees, agents, or contractors during the Term;
- f) Upon termination of the Consent to Enter, any disturbance of the Lands, resulting from the Assessment, will be restored by the City to the satisfaction of the Church, acting reasonably;
- g) The City will be required to provide the Church with indemnification and show proof of insurance which will contain a cross-liability clause and name the Church as an additional insured; and

II. THAT the Chief Administrative Officer and the City Clerk **BE AUTHORIZED** to sign a Consent to Enter Agreement with the Church for access to the Lands, approved as to form by the City Solicitor or designate and as to content by the City Engineer or designate.

Report Number: CAO 187/2020  
Clerk's File: SW2020

*Steve Vlachodimos*

Deputy City Clerk/Senior Manager of Council Services  
September 18, 2020

### Department Distribution

Coordinator of Real Estate Services
Manager of Real Estate Services
City Solicitor and Corporate Leader, Economic Development and Public Safety
City Engineer and Corporate Leader Environmental Protection and Transportation
Chief Administrative Officer

### External Distribution