



**THE CORPORATION OF THE TOWN OF LASALLE
REGULAR MEETING OF COUNCIL
AGENDA**

Tuesday, November 24, 2020, 6:00 p.m.

Council Chambers, LaSalle Civic Centre, 5950 Malden Road

Clerk's Note: Members of Council will be participating electronically and will be counted towards quorum. The Minutes will reflect this accordingly. The Electronic Meeting can be viewed at the following link: <https://www.youtube.com/channel/UC6x5UyIhV1zSHkDTV6TCI5g/videos>

Accessible formats or communication supports are available upon request. Contact the Clerk's Office, nsharp@lasalle.ca, 519-969-7770 extension 1234.

	Pages
A. OPENING BUSINESS	
1. Call to Order and Moment of Silent Reflection	
2. Disclosures of Pecuniary Interest and the General Nature Thereof	
3. Adoption of Minutes	5
RECOMMENDATION That the minutes of the Closed Meeting of Council, Special Meeting of Council and Regular Meeting of Council held November 10, 2020 BE ADOPTED as presented.	
4. Mayors Comments	
B. PRESENTATIONS	
C. PUBLIC MEETINGS AND/OR HEARINGS	
D. DELEGATIONS	
1. 1381 Reaume Road – Catchbasin Concern	14
Delegate:	
1. Carl Swatman	

RECOMMENDATION

That the report of the Director of Public Works dated November 12, 2020 (PW-28-20) regarding 1381 Reaume Road – catchbasin concern be RECEIVED.

2. Richmond Court Subdivision Sidewalk

22

Delegates:

1. Frank & Elena Piccolo
2. David & Maria Rauti
3. Diane Wilson & Craig Stevenson
4. Joe & Tina Lepera

RECOMMENDATION

That the report of the Director of Public Works dated November 12, 2020 (PW-27-20) regarding the Richmond Court Subdivision Sidewalk be RECEIVED and the Council CONCUR that Town administration work with the developer in completing the sidewalk as per the Richmond Court Subdivision agreement.

E. REPORTS / CORRESPONDENCE FOR COUNCIL ACTION

1. Replacement Zamboni Ice Resurfacer

71

RECOMMENDATION

That the report of the Manager of Facilities of LaSalle dated November 6, 2020 (PW-30-20) regarding the purchase of a replacement Zamboni Ice Resurfacer from Zamboni Company Ltd. for a cost of \$104,171.15 (plus taxes) for the Vollmer Centre BE APPROVED.

2. By-law Amendment – Fire Service Establishing and Regulating By-law #6073 as amended

75

RECOMMENDATION

That the report of Fire Chief dated November 13, 2020 (FIRE 20-10) regarding a proposed By-law amendment to the LaSalle Fire Service Establishing and Regulating By-Law #6073 as amended, be RECEIVED, and that the recommended wording changes in Appendix B *Non-Core Services*, to reflect current service level capabilities, be APPROVED. It is further recommended that the amended By-law be supported at the appropriate point in the Council Agenda

F. COMMITTEE MATTERS FOR COUNCIL ACTION

G. INFORMATION ITEMS TO BE RECEIVED

1. October 2020 Financial Statement and Financial Reports 79

RECOMMENDATION

That the report of the Supervisor of Accounting dated November 11, 2020 (FIN-27-2020) regarding the October 2020 Financial Statement and Financial Reports BE RECEIVED.

2. Summary of Reports to Council 92

RECOMMENDATION

That the Report of the Chief Administrative Officer dated November 24, 2020 being a Summary of Reports to Council BE RECEIVED.

H. BY-LAWS 95

RECOMMENDATION

That the following By-laws BE GIVEN first reading:

8491 A By-Law to assume certain lands on Registered Plan 1363 as Part of Villa Maria Boulevard

8492 A By-Law to authorize the execution of an Encroachment Agreement with Andreas Papas and The Corporation of the Town of LaSalle

8493 A By-law to amend By-law 6073 being a By-law to create a new Establishing and Regulating By-law for the LaSalle Fire Service

8494 - A By-Law to authorize the execution of a Site Plan Control Agreement with Wyoming Developments Corp. and to repeal By-law 8486

RECOMMENDATION

That By-law numbers 8491 to 8494 BE GIVEN second reading.

RECOMMENDATION

That By-law numbers 8491 to 8494 BE GIVEN third reading and finally passed.

I. COUNCIL QUESTIONS

J. STATEMENTS BY COUNCIL MEMBERS

K. REPORTS FROM COMMITTEES

L. NOTICES OF MOTION

M. MOTION TO MOVE INTO CLOSED SESSION

N. CONFIRMATORY BY-LAW

O. SCHEDULE OF MEETINGS

LaSalle Accessibility Advisory Committee Meeting December 1, 2020
(Cancelled)

Regular Council Meeting December 8, 2020 at 6:00 p.m.

Committee of Adjustment December 9, 2020 at 5:00 p.m.

Police Services Board Public Meeting December 14, 2020 at 6:00 p.m.

By-law Committee Meeting December 15, 2020 at 4:30 p.m.

Planning Advisory Committee Meeting December 15, 2020 at 5:30 p.m.

Budget Deliberation & 2021 Business Plan Presentation December 16, 2020 at
9:30 a.m.

Budget Deliberation & 2021 Business Plan Presentation December 17, 2020
(scheduled if additional time is required)

Parks, Recreation & Events Committee Meeting December 17, 2020 at 9:00
a.m. (Cancelled)

Regular Council Meeting December 22, 2020 at 6:00 p.m. (Cancelled)

P. ADJOURNMENT



Minutes of the Closed Meeting of The Town of LaSalle Council

November 10 2020
4:00 p.m.

Members in attendance:

Mayor Marc Bondy
Deputy Mayor Crystal Meloche
Councillor Mark Carrick
Councillor Sue Desjarlais
Councillor Jeff Renaud
Councillor Anita Riccio-Spagnuolo

Regrets:

Councillor Michael Akpata

Also in attendance:

Joe Milicia, Chief Administrative Officer
Linda Jean, Deputy Clerk
Kevin Miller, Deputy Clerk
Dominic Dadalt, Legal Counsel

Clerk's Note: Mayor Bondy, Members of Council, and Administration participated in the Meeting electronically via video conference technology.

Mayor Bondy calls the meeting to order at 4:00 p.m.

Disclosures of Pecuniary Interest and the General Nature Thereof

None disclosed.

Motion 308/20

Moved by: Councillor Renaud

Seconded by: Councilor Riccio-Spagnuolo

That Council move into closed session at 4:01 p.m. to discuss the following items:

1. Property Matter – Status of Property Acquisitions (Verbal Update) s.239(2)(c)
2. Personal Matters about Identifiable Individuals - Hearing Officer Applications (Confidential Report CL-23-20) s.239(2)(b)
3. Personal Matters about Identifiable Individuals - Appointment to Essex Power Board of Directors (Confidential Report CL-24-20) s.239(2)(b)

Carried.

Motion 309/20

Moved by: Councillor Carrick

Seconded by: Councillor Renaud

That Council move back into public session at 4:18 p.m.

Carried.

1. Property Matter – Status of Property Acquisitions (Verbal Update) s.239(2)(c)

Motion 310/20

Moved by: Councillor Desjarlais

Seconded by: Councilor Riccio-Spagnuolo

That the verbal update of Legal Counsel and the Deputy Clerk regarding the status of various property acquisitions BE RECEIVED.

Carried.

2. Personal Matters about Identifiable Individuals - Hearing Officer Applications (Confidential Report CL-23-20) s.239(2)(b)

Motion 311/20

Moved by: Councillor Renaud

Seconded by: Deputy Mayor Meloche

That the confidential Report of the Deputy Clerk, dated October 30, 2020 (CL-23-20), regarding Hearing Officer Applications BE RECEIVED; and that Administration BE AUTHORIZED to proceed in accordance with the verbal instructions of Council.

Carried.

K. Miller, Deputy Clerk and D. Dadalt, Legal Counsel, leave the meeting at 4:16 p.m.

3. Personal Matters about Identifiable Individuals - Appointment to Essex Power Board of Directors (Confidential Report CL-24-20) s.239(2)(b)

Motion 312/20

Moved by: Councillor Carrick

Seconded by: Councillor Renaud

That the confidential Report of the Deputy Clerk, dated October 30, 2020 (CL-24-20), regarding Appointment to Essex Power Board of Directors BE RECEIVED; and that Administration BE AUTHORIZED to proceed in accordance with the verbal instructions of Council.

Carried.

There being no further business, the meeting is adjourned at 4:18 p.m.

Mayor – Marc Bondy

Deputy Clerk – Linda Jean



THE CORPORATION OF THE TOWN OF LASALLE
Minutes of the Special Meeting of Council
for the Regional Community Safety and Well Being Plan

November 10, 2020

5:00 p.m.

Council Chambers, LaSalle Civic Centre, 5950 Malden Road

Members of Council Present:	Mayor Marc Bondy, Deputy Mayor Crystal Meloche, Councillor Michael Akpata, Councillor Mark Carrick, Councillor Sue Desjarlais, Councillor Jeff Renaud, Councillor Anita Riccio-Spagnuolo
Administration Present:	J. Milicia, Chief Administrative Officer, D. Langlois, Director of Finance & Treasurer, L. Silani, Director of Development & Strategic Initiatives, P. Marra, Director of Public Works, D. Hadre, Corporate Communications & Promotions Officer, R. Hyra, Human Resource Manager, L. Jean, Deputy Clerk, D. Sutton, Fire Chief, E. Thiessen, Deputy Fire Chief, P. Funaro, Manager of Recreation & Culture, I. Middleton, IS Administrator, G. Koval, IS Administrator, K. Beaudoin, Deputy Police Chief, Staff Sergeant J. Woods, LaSalle Police, Cst. T. Seguin, Community & Corporate Affairs Officer

Clerk's Note: Mayor Bondy, Members of Council, and Administration participated in the Meeting electronically via video conference technology.

A. CALL TO ORDER

Mayor Bondy calls the meeting to order at 5:03 p.m.

B. DISCLOSURES OF PECUNIARY INTEREST

None disclosed.

C. INTRODUCTIONS AND PURPOSE OF MEETING

J. Milicia, CAO, explains that today's presentation is a framework mandated by the Province under the Police Service Act that requires municipalities to have a Community Safety and Well-Being Plan. Windsor and Essex County have partnered to have a cumulative plan for the entire region that will contain individual plans for each municipality. Due to COVID-19, the deadline for the plan has been extended.

D. DELEGATIONS

Leonardo Gil, Project Manager, City of Windsor and Mary Birch, Acting CAO, County of Essex, appear before Council to present the Windsor-Essex Regional Community Safety and Well-Being Plan.

Motion 313/20

Moved by: Deputy Mayor Meloche

Seconded by: Councillor Akpata

That the presentation of Leonardo Gil, Project Manager, City of Windsor and Mary Birch, Acting CAO, County of Essex, regarding the Windsor-Essex Regional Community Safety and Well-Being Plan BE RECEIVED.

Carried.

E. ADJOURNMENT

The meeting is adjourned at the call of the Chair at 5:38 p.m.

Mayor

Deputy Clerk



THE CORPORATION OF THE TOWN OF LASALLE

Minutes of the Regular Meeting of the Town of LaSalle Council held on

November 10, 2020

6:00 p.m.

Council Chambers, LaSalle Civic Centre, 5950 Malden Road

Members of Council Present: Mayor Marc Bondy, Deputy Mayor Crystal Meloche, Councillor Michael Akpata, Councillor Mark Carrick, Councillor Sue Desjarlais, Councillor Jeff Renaud, Councillor Anita Riccio-Spagnuolo

Administration Present: J. Milicia, Chief Administrative Officer, D. Langlois, Director of Finance and Treasurer, L. Silani, Director of Development & Strategic Initiatives, P. Marra, Director of Public Works, D. Dadalt, Legal Counsel, D. Hadre, Corporate Communications & Promotions Officer, D. Sutton, Fire Chief, L. Jean, Deputy Clerk, R. Hyra, Human Resource Manager, G. Ferraro, Manager of Finance & Deputy Treasurer, P. Funaro, Manager of Recreation & Culture, G. Koval, IS Administrator, I. Middleton, IS Administrator

Clerk's Note: Members of Council, and Administration participated in the Meeting electronically via video conference technology.

Mayor Bondy, Chief Administrative Officer, Deputy Clerk, and IT personnel were present in Council Chambers to participate electronically.

A. OPENING BUSINESS

1. Call to Order and Moment of Silent Reflection

Mayor Bondy calls the meeting to order at 6:00 p.m.

2. Disclosures of Pecuniary Interest and the General Nature Thereof

None disclosed.

3. Adoption of Minutes

314/20

Moved by: Deputy Mayor Meloche

Seconded by: Councillor Riccio-Spagnuolo

That the minutes of the Closed and Regular Meetings of Council held October 27, 2020 and the minutes of the Special Meeting of Council held October 29, 2020 BE ADOPTED as presented.

Carried.

4. Mayors Comments

Mayor Bondy reminds residents of Remembrance Day. There will be a live presentation streamed via YouTube. The Mayor requests that everyone stay home to watch the Ceremony on the Town of LaSalle Youtube Channel. Mayor Bondy will be honouring LaSalle's veterans by visiting their homes. There will be nine (9) families visited by the Mayor accompanied by Councillor Mike Akpata, Police Chief John Leontowicz and Fire Chief Dave Sutton. Mayor Bondy states that it is an honour to visit the Veterans and their families to remember what they have done for us, lest we forget.

E. REPORTS / CORRESPONDENCE FOR COUNCIL ACTION

1. SPC-02-20 - 6535 Malden Road

315/20

Moved by: Deputy Mayor Meloche

Seconded by: Councillor Carrick

That the report of the Supervisor of Planning dated October 28, 2020 (DS-41-2020) regarding a request to amend the existing site plan control agreement to permit a 230 square metre addition to an existing commercial plaza at 6535 Malden Road BE APPROVED.

Carried.

2. December Council Meeting Schedule

316/20

Moved by: Councillor Desjarlais

Seconded by: Councillor Renaud

That the report of the Deputy Clerk dated October 26, 2020 (CL-21-20) regarding the December Council Meeting Schedule BE APPROVED and that the December 22, 2020 Regular Meeting of Council BE CANCELLED.

Carried.

3. DMAF Grant – Storm Drainage Study (consulting service award)

317/20

Moved by: Councillor Renaud

Seconded by: Deputy Mayor Meloche

That the report of the Director of Public Works dated November 5, 2020 (PW-31-20) regarding the DMAF Grant – Storm Drainage Study (consultant services award) be RECEIVED; and that Council AWARD the consulting service for this study to Stantec Consulting Ltd. and that Council AUTHORIZE the execution of an agreement between the Town and Stantec for these services.

Carried.

G. INFORMATION ITEMS TO BE RECEIVED

1. Council Member Committee Assignments

318/20

Moved by: Deputy Mayor Meloche

Seconded by: Councillor Akpata

That the report of the Deputy Clerk dated October 29, 2020 (CL-22-2020) regarding the extension of Council Committee Assignments ending November 30, 2022 BE RECEIVED.

Carried.

2. Proposed 2021 Budget Release and Highlights

319/20

Moved by: Councillor Desjarlais

Seconded by: Deputy Mayor Meloche

That the report of the Manager of Finance/Deputy Treasurer dated October 30, 2020 (FIN-26-2020) regarding the Proposed 2021 Budget Release and Highlights BE RECEIVED for information.

Carried.

3. Advocacy Update - Letter to the Government on Bill 218

320/20

Moved by: Deputy Mayor Meloche

Seconded by: Councillor Renaud

That correspondence received from R. Tremblay, President, AMCTO dated November 2, 2020, expressing concerns about Bill 218: Supporting Ontario's Recovery and Municipal Elections Act, 2020 BE RECEIVED for information.

Carried.

4. Summary of Reports to Council

321/20

Moved by: Deputy Mayor Meloche

Seconded by: Councillor Carrick

That the Report of the Chief Administrative Officer dated November 10, 2020 being a Summary of Reports to Council BE RECEIVED.

Carried.

H. BY-LAWS

322/20

Moved by: Councillor Riccio-Spagnuolo

Seconded by: Councillor Akpata

That the following By-laws BE GIVEN first reading:

8485 A By-law to amend By-law Number 7852 being a By-law to Establish User Fees or Charges for Services, Activities or the Use of Property

8486 A By-law to authorize the execution of a Site Plan Control Agreement with SD Development Corp.

8487 A By-law to authorize the execution of an Amending Agreement between RanMic Saccucci Holdings Inc. and The Corporation of the Town of LaSalle.

8488 A By-law to authorize the purchase of Lots 354 and 355, Part of Lot 356, Part of Block J, Registered Plan 793 from David Walker Smith and Carol Patricia Smith

8489 - A By-law to authorize the execution of an Agreement between The Corporation of the Town of LaSalle and Stantec Consulting Ltd. for the Disaster Mitigation and Adaption Fund Storm Drainage Study Consultant Services

Carried.

323/20

Moved by: Councillor Riccio-Spagnuolo

Seconded by: Councillor Akpata

That By-law numbers 8485 to 8489 BE GIVEN second reading.

Carried.

324/20

Moved by: Councillor Riccio-Spagnuolo

Seconded by: Councillor Akpata

That By-law numbers 8485 to 8489 BE GIVEN third reading and finally passed.

Carried.

I. COUNCIL QUESTIONS

J. STATEMENTS BY COUNCIL MEMBERS

Councillor Akpata advises citizens that the Town has worked on making the Remembrance Day Ceremony as safe as possible. A reminder is extended to all citizens within the community to please be aware of the COVID-19 circumstances and for your own safety, please watch the Ceremony online and participate from home. The safety of those who will be attending and participating in the Ceremony will meet underneath the numbers as set out by the Province to avoid being in a position of liability. Councillor Akpata expresses thanks to Administration and Staff for coming up with a plan for a Virtual Remembrance Day Ceremony to ensure that all members of our community can participate safely so that we can pay the proper respect.

Councillor Renaud states that the retired LaSalle fire truck has been donated to the St. Clair College Fire Services Program. This is a valuable donation to the College and the Town is proud of the investment into the future. A thank-you is extended to the parties that were able to make this happen including the LaSalle Fire Chief and Deputy Fire Chief.

K. REPORTS FROM COMMITTEES

L. NOTICES OF MOTION

M. MOTION TO MOVE INTO CLOSED SESSION

N. CONFIRMATORY BY-LAW

325/20

Moved by: Deputy Mayor Meloche

Seconded by: Councillor Renaud

That Confirmatory By-law 8490 BE GIVEN first reading.

Carried.

326/20

Moved by: Councillor Riccio-Spagnuolo

Seconded by: Councillor Desjarlais

That Confirmatory By-law 8490 BE GIVEN second reading.

Carried.

327/20

Moved by: Councillor Akpata

Seconded by: Councillor Carrick

That Confirmatory By-law 8490 BE GIVEN third reading and finally passed.

Carried.

O. SCHEDULE OF MEETINGS

Police Board Public Meeting November 16, 2020 at 5:00 p.m.

Committee of Adjustment November 18, 2020 at 5:30 p.m.

Parks, Recreation & Events Committee Meeting November 19, 2020 at 9:00 a.m.

Fire Committee Meeting November 19, 2020 at 4:00 p.m. (Cancelled)

Water & Wastewater Committee Meeting November 24, 2020 (Cancelled)

Regular Council Meeting November 24, 2020 at 6:00 p.m.

P. ADJOURNMENT

Meeting adjourned at the call of the Chair 6:44 p.m.

Mayor: Marc Bondy

Deputy Clerk: Linda Jean



The Corporation of the Town of LaSalle

To: Mayor and Members of Council

Prepared by: Peter Marra, P.Eng. – Director of Public Works

Department: Public Works

Date of Report: November 12, 2020

Report Number: PW-28-20

Subject: 1381 Reaume Road – Catchbasin Concern

Recommendation

That the report of the Director of Public Works dated November 12, 2020 (PW-28-20) regarding 1381 Reaume Road – catchbasin concern be RECEIVED.

Report

This report is prepared in response from the resident at 1381 Reaume Road to appear before Council regarding the catchbasin (CB) and drainage in front of their house. A copy of the delegation request is attached to this report.

Mr. Swatman resides at 1381 Reaume Road. Mr. Swatman reached out to the Public Works Department in May 2020 about his concerns with the CB located on Town property in front of his house. His concern at that time, was the CB was too low and it was dangerous to cut the grass around the CB and that water is sitting on the driveway because the grass around the driveway has raised.

Mr. Mark Beggs, Manager of Roads and Parks, attended the site to observe what the concern may be. Mr. Beggs relayed information to Mr. Swatman that there does not appear to be a concern that the Town can assist with.

Mr. Swatman, then reached out to Mayor Bondy on this same matter. At that time when this occurred, I attended the site and observed the same things Mr. Beggs observed a few weeks previously.

There does not appear to be an excessive uneven surface for grass cutting purposes, and that the water sitting on Mr. Swatman driveway, appears to be a result of excessive lawn growth building up along the edge of the driveway.

Enclosed as **Exhibit 1** are pictures of Mr. Swatman's driveway, the CB and surrounding lawn which is subject of his concern.

Mr. Swatman has already cut a small, shovel width drainage trench from the edge of his driveway to the CB. This matter lies with the residents to solve, the CB is in good shape, has been in place for years, and is not in a situation to cause a concern for lawn maintenance purposes.

It is recommended that Council receive this report.

The only viable option is that the Town may be able to attend to the site, scrape some of the surrounding topsoil and grass out around the CB to the edge of the driveway and restore it with topsoil and seed. However, this will create more of a "divot" that will need to be cut by Mr. Swatman and may not exactly solve his concern. This will also open the Town to needing to address this on other properties throughout the Town in the future and may become a burden to keep up this process. This option is not being recommended as part of this report.

Consultations

Mr. Swatman has been advised of this report.

Financial Implications

If Council concurs that this is a resident concern to address, there is no financial implication to the Town. If Council provides for an alternative direction, this will be paid out of the operating budget and by the tax base.

Prepared By:

A handwritten signature in dark ink, appearing to read 'Peter Marra', is written over a light blue horizontal line.

Peter Marra, P.Eng. – Director of Public Works

Link to Strategic Goals

	Enhancing organizational excellence
X	Sustain strong public services and infrastructure
	Strengthen the community's engagement with the Town
	Grow and diversify the local economy
	Build on our high-quality of life

Communications

	Not applicable
	Website
	Social Media
	News Release
	Local Newspaper
	Bids & Tenders
	Notification pursuant to the Planning Act

Notifications

Name	Address	Email
Mr. Swatman	1381 Reaume Road	

Report Approval Details

Document Title:	PW-28-20 1381 Reaume catchbasin concern.docx
Attachments:	- Delegation Request.pdf - reaume road CB Exhibit 1.pdf
Final Approval Date:	Nov 13, 2020

This report and all of its attachments were approved and signed as outlined below:



Chief Administrative Officer

Joe Milicia



Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario, N9H 1S4
Phone: 519-969-7770 Fax: 519-969-4029 www.lasalle.ca

Delegation Request Form

Please complete this form to speak at a meeting of Town Council or Committee. If filling out by hand, please print clearly.

Please email to arobertson@lasalle.ca, fax to (519) 969-4469, mail or drop off at the Clerk's Department, Town of LaSalle Municipal Office, 5950 Malden Road, LaSalle, Ontario N9H 1S4.

Name: CARL SWATMAN

Organization/Group/Business represented:

Address: _____

Postal Code: N9J 1C3

Daytime Phone Number: _____

Home Phone Number: _____

Email Address: _____

Date of Meeting: _____

Is this an item on the Agenda? Yes ___ No ☒

Agenda item Number: _____

I wish to address Council/Committee: Yes ☒ No ___

Describe in detail the reason for the delegation and what action you will be asking Council/Committee to take (if applicable):

PROBLEM WITH AREA STORM DRAIN
DRAIN IN WRONG LOCATION

Please submit all materials at least 5 days before the meeting.

-standing water on
driveway - floods
during heavy rain
- landscaping 2 1/2 inches
above driveway
- already spoke to
m. Beggs.

RECEIVED
AUG 11 2020
COUNCIL SERVICES
TOWN OF LASALLE

Exhibit 1

PW-28-20

1381 Reaume Road – Catchbasin Concern

Image from Google Street View (area of concern circled)



Picture taken by Peter Marra – July 28, 2020



+

Photo taken by Mark Beggs as part work order investigation





The Corporation of the Town of LaSalle

To: Mayor and Members of Council
Prepared by: Peter Marra, P.Eng. – Director of Public Works
Department: Public Works
Date of Report: November 12, 2020
Report Number: PW-27-20
Subject: Richmond Court Subdivision Sidewalk

Recommendation

That the report of the Director of Public Works dated November 12, 2020 (PW-27-20) regarding the Richmond Court Subdivision Sidewalk be RECEIVED and the Council CONCUR that Town administration work with the developer in completing the sidewalk as per the Richmond Court Subdivision agreement.

Report

This report is being prepared in response to a request from residents on Normandy Street to appear before Council on the matter of the sidewalk requirements of the Richmond Court Subdivision. This report is prepared in order to provide Council with the relative information as it pertains to this matter. A copy of the **resident's delegation request** is attached to this report.

The final proposed sidewalk for the Richmond Court Subdivision is shown on **Figure 1** attached to this report.

At the time of writing this report, the Town is only aware that objections appear to be for that portion of sidewalk on Normandy between Richmond and Seventh.

It is important to note, that Council and Town administration has for years, during new developments, worked diligently to ensure all new lots, are connected into the Town already established pedestrian facilities in a safe and efficient manner. This sometime, does require developments to construct sidewalks in front of existing houses and/or lots of record on Town property in order to achieve this objective. The Town has done this many times in the past and continues to do this in order to provide pedestrian safe

facilities for new and existing residents to safely walk around neighborhoods and connect with parks, trails, etc.

Background Information – 2308 and 2316 Normandy Street

The Richmond Court Subdivision was developed by T Rauti who is also the home builder on the lots. The lots were created in two distinct ways, with two lots on Normandy (2308 and 2316) created by a severance agreement and the remainder of the lots (8 on Richmond and 3 on Sovereign) were created by a subdivision agreement. Please refer to Figure 1 attached to this report for illustrated purposes.

The developer elected to proceed in the two separate ways, because they wanted to get lots on the market as quickly as possible. The notion of the two lots fronting Normandy already had most of the servicing in place, it was decided to proceed with a severance agreement for 2308 and 2316. This agreement was completed and executed in Dec 2015. At the time of the severance agreement, the developer was continuing to secure environmental approvals and worked with the Town to continue the final development details for the remainder of the lands. Final details of the sidewalk requirements were not known at the time of executing this severance agreement.

While finalizing the development of the remainder of the lands, the Town and developer finalized the sidewalk requirements August/September 2016. Enclosed as **Figure 2** is a drawing prepared by the developer's engineers showing the preliminary proposed location of the sidewalk.

At the time of finalizing the sidewalk location along Normandy, August/September 2016, 2308 and 2316 Normandy had not been built on yet. In fact, the building permit for these lots were issued April 11, 2017 and September 7, 2016 respectively. The Town recognized this fact and strongly iterated to the developer, who was also the home builder, that they needed to advise the prospective buyers of these homes about the future sidewalk requirements. The developer and home builder have acknowledged that this notification did take place.

Background Information – Remainder of Sidewalk on Normandy

As shown in Figure 2, the preliminary extents of the sidewalk impact on existing lots along Normandy was greater than what was eventually finalized. The original rational, as depicted in Figure 2, was to eliminate all uncontrolled pedestrian crossings of Normandy.

During the final stages of finalizing the development, the Town accepted the fact that there was a need for at least one additional pedestrian crossing on Normandy and as such you see what the final requirements are for sidewalk as shown in Figure 1. The

acceptance of one additional pedestrian crossing at Normandy/Sovereign was kept and brought forward.

The sidewalk that crosses 2320, 2330 and 2340 Normandy was kept in place to ensure the new lots on Richmond Court, including these properties, are safely connected into the Town's exiting sidewalk and trail networks at Normandy and Seventh. This was also kept in place to avoid a pedestrian crossing at Normandy/Richmond and bring pedestrians to an existing all way stop controlled intersection to cross Normandy.

2320, 2330 and 2340 Normandy Street were existing homes and/or lots of records at the time of finalizing the Richmond Subdivision agreement and as such there is nothing registered on title of these lots.

It should be further noted that the home at 2260 Normandy, was also an existing home and as such there is nothing registered on title of that property. But will be affected by the proposed sidewalk along their side yard.

If the removal of the sidewalk on Normandy occurs, this will put an all way stop and potentially two pedestrian crossing on Normandy all within a 300m stretch. There is a potential that vehicles may need to stop often within this stretch of Normandy, which is problematic from both a vehicular and pedestrian safety point of view.

Closure

As noted earlier, it has been a long-standing practice and policy within the Town of LaSalle to review all new developments to ensure new residents within those developments have safe access to the Town's existing pedestrian facilities through use of sidewalks and/or trails. This does sometimes require sidewalks and/or trails to be built on Town property in front of existing homes to achieve this objective and this has been done many times in the past and we believe it will continue into the future.

Five examples of where this has been implemented in other areas of Town are included as attachments to this report.

It is recommended that Council receive this report and that Council concur with Town administration to continue to work with the Richmond Court developer to finalize the sidewalk as anticipated as part of the developer's legal agreement with the Town.

Consultations

The residents that have requested delegation have been advised of this report.

Financial Implications

There are no financial impacts to the Town with respect to the recommendations of this report. All sidewalk identified to be completed are a requirement of the developer as part of a legal agreement.

Prepared By:

A handwritten signature in black ink, appearing to read 'Peter Marra', is positioned above the printed name.

Peter Marra, P.Eng. – Director of Public Works

Link to Strategic Goals

	Enhancing organizational excellence
X	Sustain strong public services and infrastructure
	Strengthen the community's engagement with the Town
	Grow and diversify the local economy
X	Build on our high-quality of life

Communications

	Not applicable
	Website
	Social Media
	News Release
	Local Newspaper
	Bids & Tenders
	Notification pursuant to the Planning Act

Notifications

Name	Address	Email
	2316 Normandy St	
	2330 Normandy St	
	2320 Normandy St	
	2340 Normandy St	
	2308 Normandy St	

Report Approval Details

Document Title:	PW-27-20 Richmond Court Subdivision Sidewalk .docx
Attachments:	<ul style="list-style-type: none">- Richmond sidewalk delegation request.pdf- richmond sidewalk figure 1.pdf- richmond sidewalk figure 2.pdf- PW-27-20 examples.pdf
Final Approval Date:	Nov 13, 2020

This report and all of its attachments were approved and signed as outlined below:



Chief Administrative Officer

Joe Milicia

From: [Linda Jean](#)
To: [Joe Milicia](#)
Cc: [Peter Marra](#)
Subject: FW: maria rauti
Date: September 14, 2020 3:37:20 PM
Attachments: [Town of LaSalle \(1\).pdf](#)

Hi Joe,

I just spoke to Maria Rauti [REDACTED] [REDACTED]

Maria would like to come before Council to speak in opposition to the future installation of a sidewalk in front of her residence.

I advised at this time delegates are not permitted and to send something in writing - as attached.

Maria is still requesting attendance as she would like to speak directly to members of Council.

Mayor Bondy is aware of the situation as is Pete.

I'll talk to you more about it when you get back.

Linda

From: Maria [REDACTED]
Sent: Monday, September 14, 2020 3:24 PM
To: Linda Jean <ljean@lasalle.ca>
Subject: maria rauti

Attachment included,
from Maria Rauti



Virus-free. www.avast.com

CAUTION: This email originated from outside of the organization. Please verify that the sender's name matches the e-mail address in the From: field. Do not click links or open attachments unless you recognize the sender and know the content is safe.

September 13, 2020

To Whom it May Concern, c/o the Town of LaSalle, Ontario, Canada

This letter is being written on behalf of the concerned residents of 2308, 2316, 2320, 2330, and 2340 Normandy Street.

It has been brought to our attention that the Town of LaSalle has planned for and plans to proceed on construction of a sidewalk from the one residence at Richmond traveling south to Normandy and continuing along the north side of Normandy eastward to the 3-way stop sign at Seventh Street. We have only come to find out about this on September 4, 2020 due only to the fact of an engineer from Spencer Consulting, namely Senior Manager Bruce Ropat. We were surprised and confused to hear this information, as it was never divulged to us by the Town of LaSalle prior, or ever for that matter.

Speaking for the residents collectively, we would appreciate that the Town would have informed us of these plans in writing prior to any construction taking place. Even Mr. Ropat remarked that it is most typical that the Town would inform the effected residences prior to such actions taking place, which it most certainly has not. Discourse to this proposed matter would be, as we feel, most appropriate. It's disappointing to say the least that the Town has not made any effort to inform us in any manner of speaking. Likewise we are confused as to what the Town believes it may have to gain in not informing us in some way. Some reasonable indication of these events, as well as a reasonable opportunity to engage in some simple conversation is all we would have expected from the Town where we love to live and pay our taxes without delinquency. Instead, this news has only led us to be disappointed and frustrated.

We are available and willing to meet at the Town's convenience. Each of the affected residents have unique property concerns that deserve to be acknowledged and considered. We are already disappointed that the Town has made no efforts to correspond with any of us. We do not acknowledge the visitation of the consulting engineer's office as an effort from the Town to engage in discourse with us.

We still do expect the Town to make the time to hear our concerns in person prior to the commencement of any construction. If that expectation is not realistic, then we do expect a representative from the Town to inform us of a day and time at the soonest convenience to meet in person to discuss that, prior to the commencement of any construction. Likewise, we expect a meeting to be scheduled prior to the commencement of any construction on our front yards, as we feel it should be the Town's obligation to be civil with its residents, to communicate directly about any infrastructure plans it has and the implications those plans have upon said residences.

Regards

Frank & Paula - Equestrians.

[REDACTED]

[REDACTED]

Godfrey + Bernadette
BACHETTE

[REDACTED]

[REDACTED]

[REDACTED]

David & Maria Raut

[REDACTED]

[REDACTED]

[REDACTED]

Joe & Tina Lepera

[REDACTED]

[REDACTED]

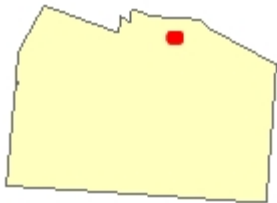
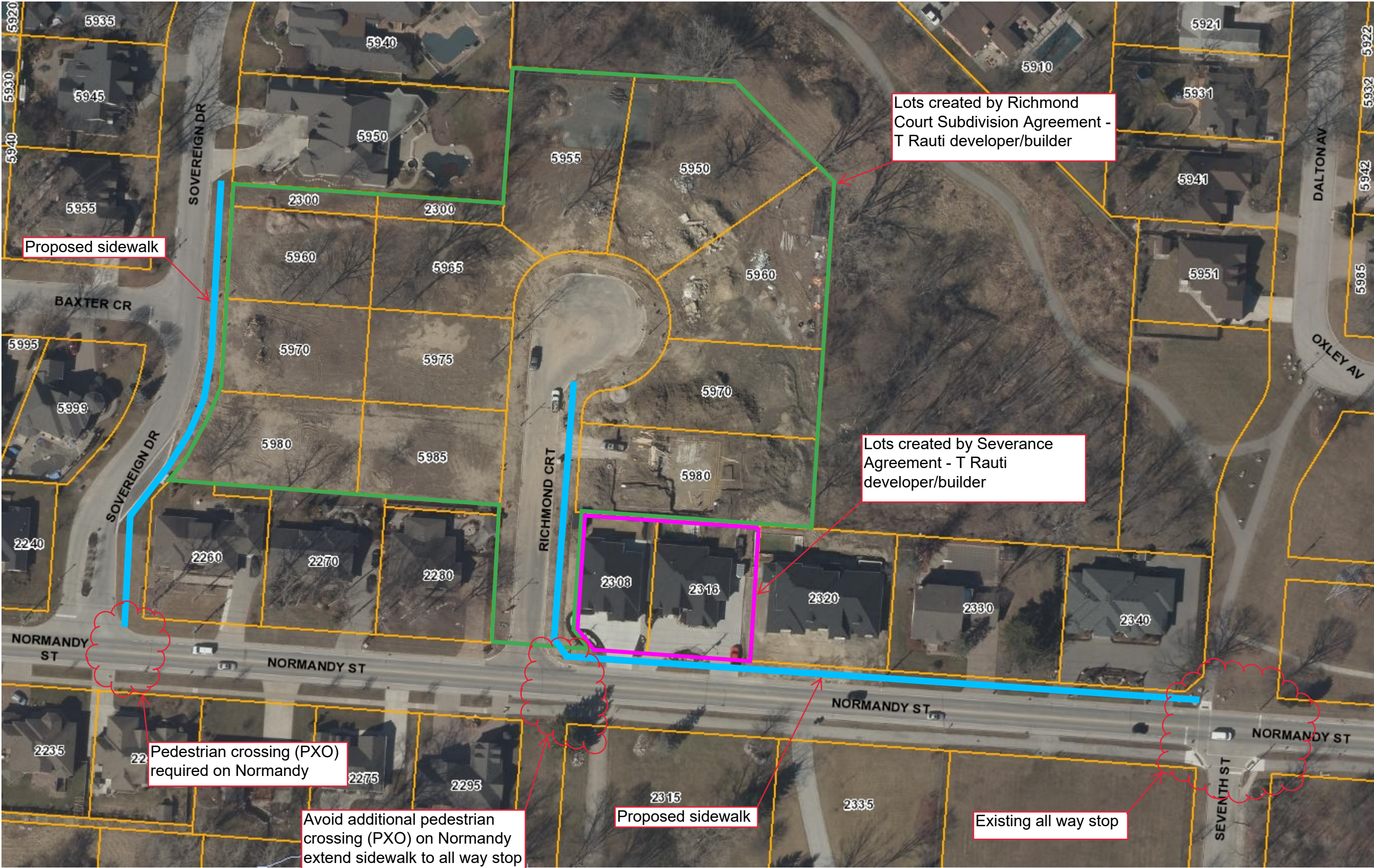
Dagmar Nelson

[REDACTED]

Mary Stevenson

[REDACTED]

Figure 1



- Legend**
- Essex Terminal Railway
 - Water Features
 - Addresses
 - Parcels

Scale: 1: 1,000



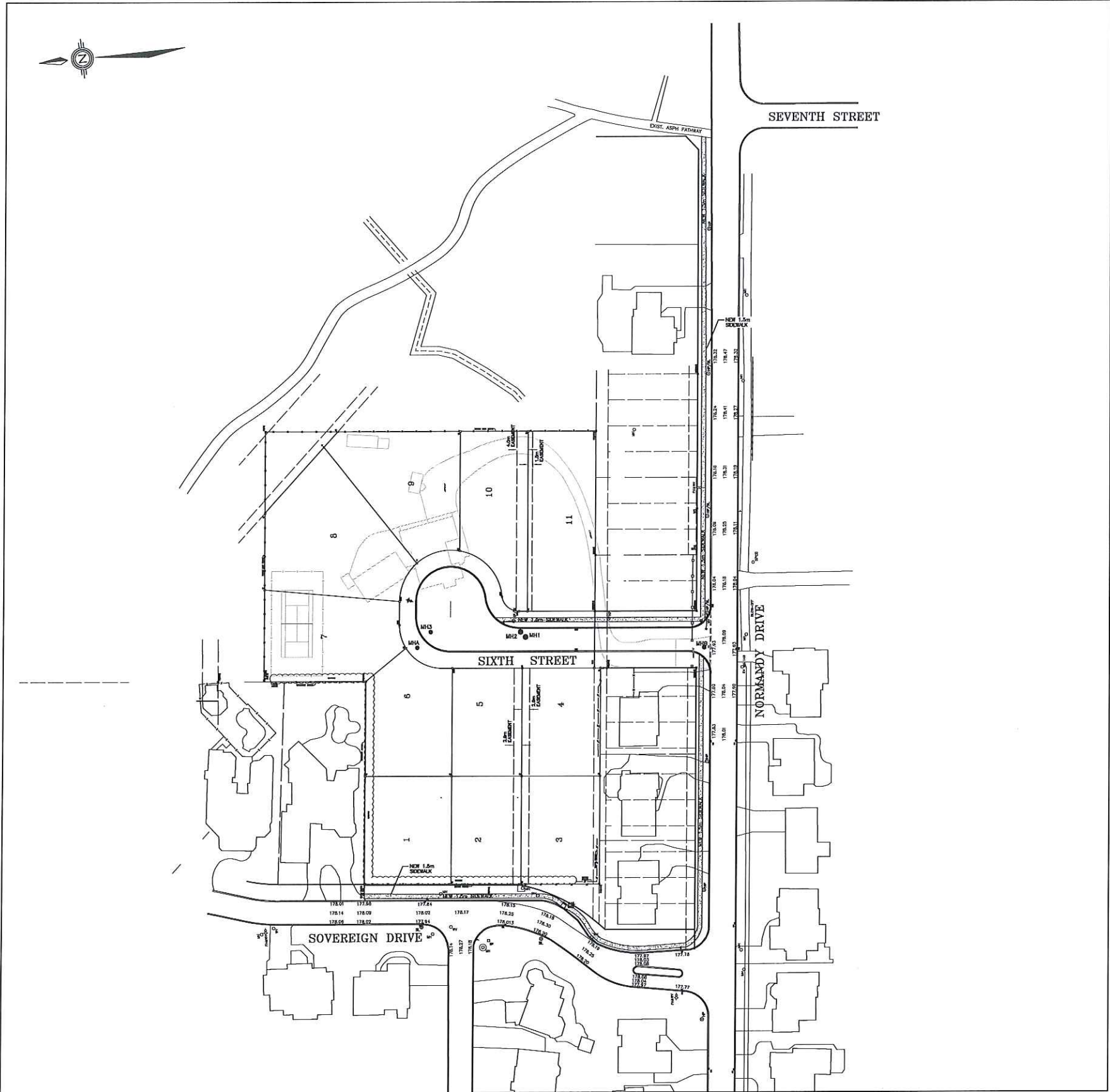
Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT A LEGAL SURVEY

0 15.08 30.16 Meters

Printed: 11/11/2020

Figure 2



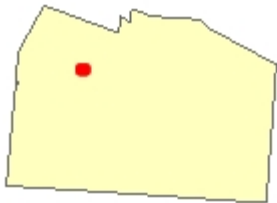
NO.	REVISION	DATE	BY	APP.
1.	SUBMIT TO TOWN OF LASALLE	14 MAY, 2015	S.M.L.	R.C.S.
2.	SUBMIT SIDEWALK PLAN TO TOWN OF LASALLE	27 SEPT, 2015	A.A.H.	R.C.S.

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DESIGN	B.J.S./S.M.L.
CHECKED	R.C.S.
DRAWN	S.M.L.
CHECKED	R.C.S.
DATE	MAY 2015
SCALE	1:750

TONY RAUTI 6TH STREET SUBDIVISION
SIDEWALK PLAN

PROJECT NO.	14-398
SHEET NO.	3B
OF	7



- Legend
- Essex Terminal Railway
 - Water Features
 - Addresses
 - Parcels

Scale: 1: 809

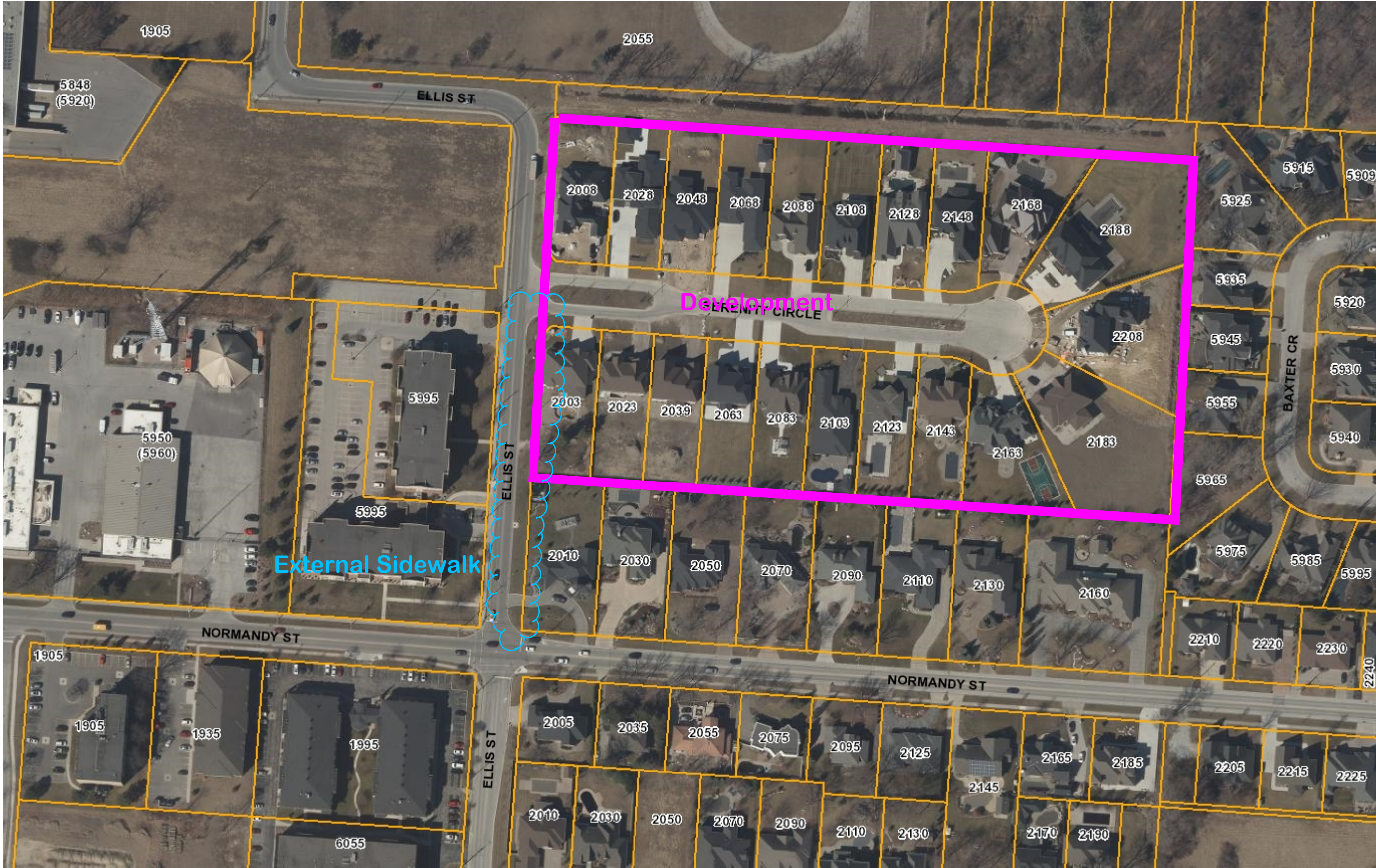
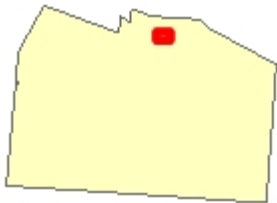


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Printed: 11/12/2020

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Notes



- Legend
- Essex Terminal Railway
 - Water Features
 - Addresses
 - Parcels

Scale: 1: 1,619

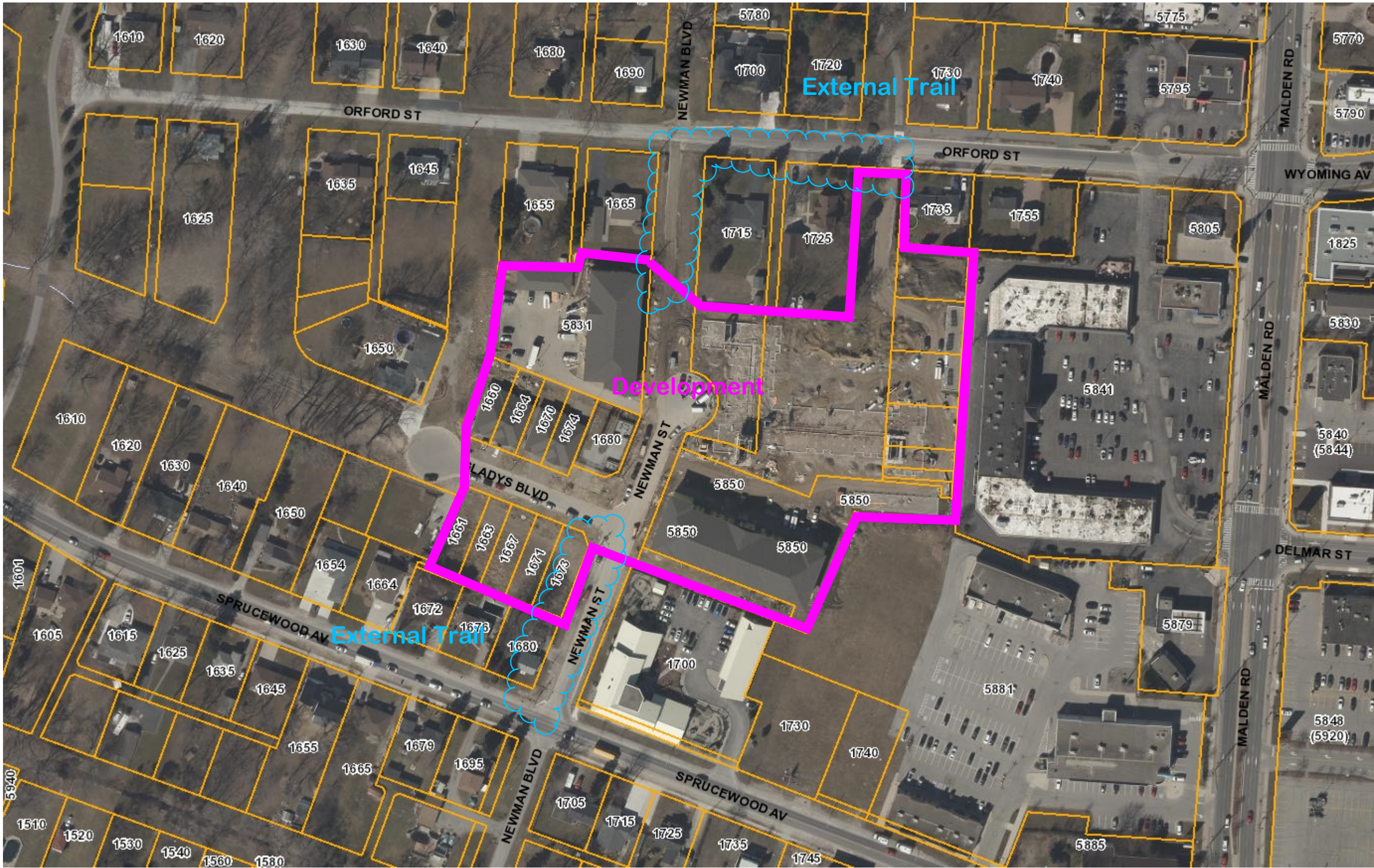
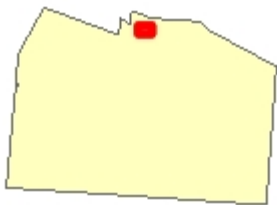


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Printed: 11/12/2020

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THIS MAP IS NOT A LEGAL SURVEY

Notes



- Legend
- Essex Terminal Railway
 - Water Features
 - Addresses
 - Parcels

Scale: 1: 1,619

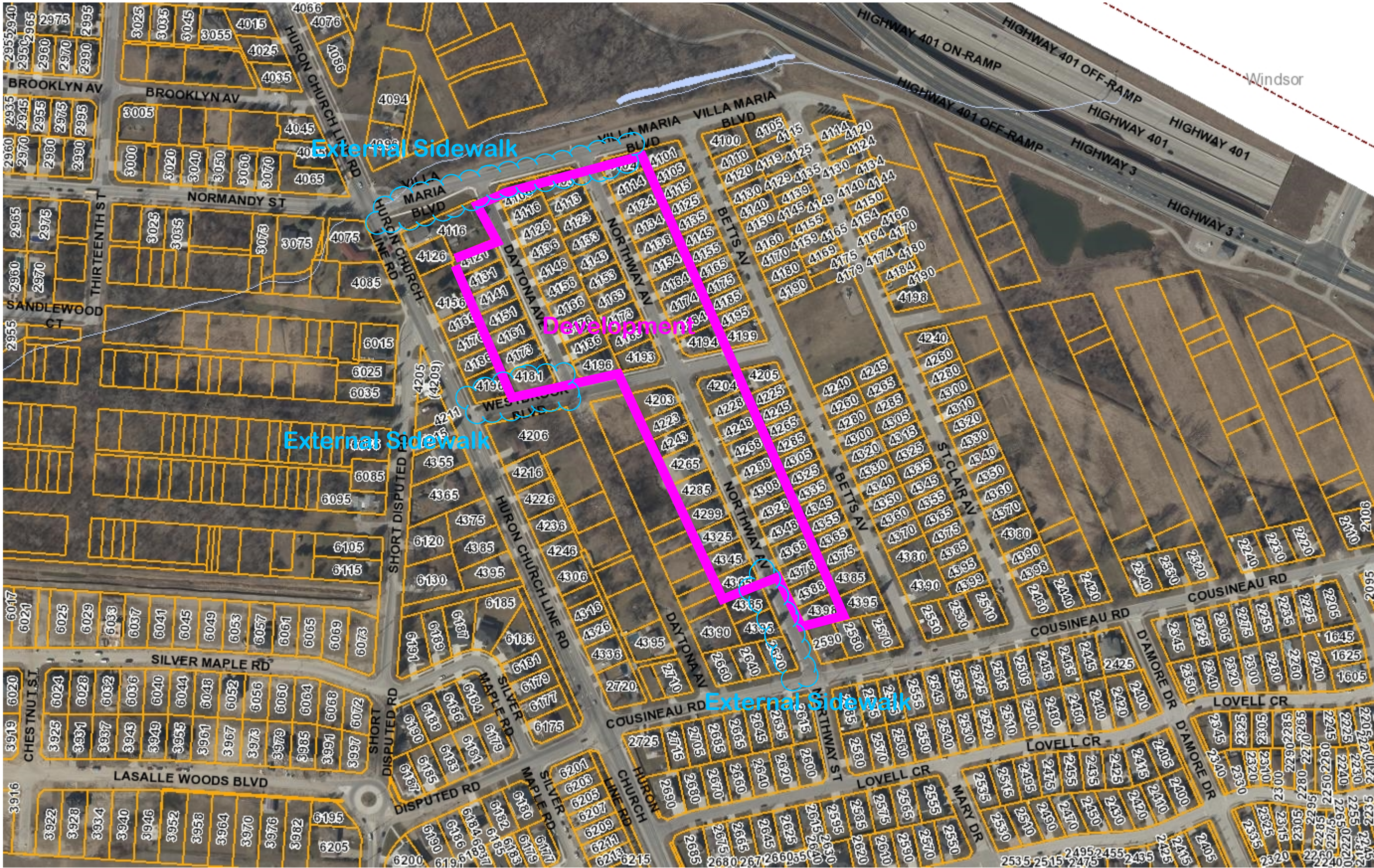


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Printed: 11/12/2020

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT A LEGAL SURVEY

Notes



- Legend
- Essex Terminal Railway
 - Water Features
 - Addresses
 - Parcels

Scale: 1: 3,238

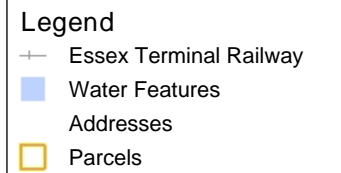


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Notes



Printed: 11/12/2020

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THIS MAP IS NOT A LEGAL SURVEY

Clerk's Note: The attached correspondence has been submitted by Frank & Elena Piccolo for Council's consideration in regards to Report PW-27-30 Richmond Court Subdivision Sidewalk containing the following:

1. Email dated November 17, 2020
2. Developer's Severance Agreement between 1912844 Ontario Limited and The Corporation of the Town of LaSalle

From: Frank
Sent: Tuesday, November 17, 2020 7:00 PM
To: Natalie Sharp <nsharp@lasalle.ca>
Cc:
Subject: FW: Nov 24, 2020 Council Meeting Notification

Hi Natalie

Here is the delegation request form filled out and I'm sending you the Development Agreement for our Subdivision

See page 10 section 3.12 of the agreement so council can view it.

Thanks
Frank & Elena Piccolo

Properties

PIN 70546 - 0418 LT ☒ Affects Part of Prop
Description LT 440 PL 1007 SANDWICH WEST; LT 441 PL 1007 SANDWICH WEST; BLK R PL
1007 SANDWICH WEST (PT ALLEY CLOSED BY R1119441); LASALLE
Address 2308 NORMANDY STREET
LASALLE

PIN 70546 - 0912 LT
Description PT LTS 437 TO 439, PL 1007 PT 7 12R19157 ; LASALLE
Address LASALLE

PIN 70546 - 0913 LT
Description PT LTS 437 TO 439 & PT BLK L (PT ALLEY CLOSED BY R644667) PL 1007 SANDWICH
WEST PTS 1,3,5, 12R19157 ; LASALLE ; S/T EASE R644667E ON PT 3 12R19157 ;
S/T EASE LT330564 ON PT 5 12R19157.
Address 2316 NORMANDY STREET
LASALLE

Consideration

Consideration \$1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF LASALLE
Address for Service 5950 MALDEN ROAD
LASALLE, ON N9H 1S4

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation MAYOR - K. ANTAYA AND CLERK - B. ANDREATTA.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Diane Catherine Mackenzie 310-176 University Ave. acting for Signed 2015 12 18
Windsor
N9A 5P1 Applicant(s)

Tel 519-258-1641

Fax 519-258-1725

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

BONDY, RILEY, KOSKI LLP 310-176 University Ave. 2015 12 18
Windsor
N9A 5P1

Tel 519-258-1641

Fax 519-258-1725

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

The applicant(s) hereby applies to the Land Registrar.

File Number

Applicant Client File Number : 188-694

THE CORPORATION OF THE TOWN OF LASALLE	
DEVELOPER'S SEVERANCE AGREEMENT	
BETWEEN	
	1912844 ONTARIO LIMITED
	and
	THE CORPORATION OF THE TOWN OF LASALLE
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THE CORPORATION OF THE TOWN OF LASALLE

DEVELOPER'S AGREEMENT

THIS AGREEMENT made this 15th day of December, 2015.

B E T W E E N:

1912844 ONTARIO LIMITED

hereinafter called **THE OWNERS**

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF LASALLE

hereinafter called **THE CORPORATION**

OF THE SECOND PART

WHEREAS an application has been made by the Owners for approval to develop two residential building lots within the limits of the Town of LaSalle on property that is municipally known as *2308 and 2316 Normandy Street*;

AND WHEREAS the lands comprising this development are more particularly described in ***Schedule "A"*** attached hereto (hereinafter called "the subject lands");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforesaid mentioned premises and in consideration of the sum of five (\$5.00) Dollars now paid by the Owners to the Corporation (the receipt whereof is hereby expressly acknowledged) and other good and valuable consideration, the parties hereto covenant and agree one with the other as follows:

1. REGISTRATION OF THE AGREEMENT

The Owners hereby consent to the registration of the within Agreement by the Corporation in the Land Registry Office for the County of Essex (No.12), which shall be

done at the sole expense of the Owners prior to any work being commenced pursuant to this Agreement.

2. PLANS

2.1 The Owners shall, at their own expense, retain the services of a Consulting Engineer having a certificate of authorization, and registered with the Association of Professional Engineers of Ontario, which Engineer shall be required to prepare the necessary Plans required by the provisions of this Agreement. The said Plans may be amended from time to time only with the approval of the Corporation.

2.2 The Owners and the Engineers employed by them shall have all Plans approved by the Corporation. The Owners hereby expressly acknowledge and agree that any review and/or approval by the Corporation of any plans of the Owners shall not be deemed to be an acceptance of liability by the Corporation in any way for the accuracy or integrity of the said Plans, nor shall it be deemed to constitute a waiver of any of the responsibility or liability of the Owners to comply with any and all requirements of any and all authorities having any jurisdiction with regard to this development, and the Owners hereby confirm they continue to be fully responsible for the overall design and integrity of any and all Plans made with regard to this development.

3. SERVICES

The Owners shall supply, at their own expense, all of the services hereinafter set forth, in accordance with the manner, location and design as shown in the approved Plans and otherwise in accordance with the terms of this Agreement. The approval of the Corporation shall be required for any plans and specifications for this development provided for by this Agreement.

3.1 STORM DRAINAGE

The Parties hereto acknowledge that based on previous servicing plans, it appears there are two storm sewer connections in front of 2316 Normandy Street, and one storm sewer connection in front of 2308 Normandy

Street. However, the Owners have elected not to confirm the existence of these connections or the exact location of these connections prior to the execution of this Agreement. The Owners' Engineer shall therefore be required to confirm, prior to the issuance of a building permit, the existence and exact location of the said connections, and the invert elevations thereof, which information shall be provided to the Corporation's Engineer for review and approval.

3.2 REAR YARD DRAINAGE

(a) Rear yard drainage shall be provided for each building lot in the location and according to the specifications prescribed by the Corporation. Rear yard drainage shall be installed contemporaneously with the construction of each dwelling. A separate rear yard drainage system, with a catch basin, shall be provided for each building lot. The Owners acknowledge and agree that no catch basin shall be installed on an easement. A permit shall be required for the rear yard drainage, which permit shall be obtained at the time of the issuance of the building permit for each building lot.

(b) The Owners acknowledge that the front, side and rear yard grades on each building lot shall have a minimum slope of 2% and a maximum slope of 4% from the walls of the dwelling to the respective lot lines. In the event the slope of the front, side or rear yard on any building lot does not comply with these requirements, the Owners shall be required to install architectural block retaining walls along the affected lot line(s). The said retaining walls shall be installed in the locations determined by and shall be completed to the satisfaction of the Corporation. The Owners acknowledge that a notice of the location of these retaining walls shall be included in any Agreement of Purchase and Sale to any prospective purchaser of the affected building lot.

The Owners herein acknowledge that it will in fact be necessary to install an architectural block retaining wall along at least part of the easterly limit of 2316 Normandy Street, which is also the easterly limit of Lot 437, Registered Plan 1017 in the location as

required by the Corporation to maintain the standard yard slopes referred to herein.

(c) The Owners shall, at their own expense, prepare a lot grading and rear yard drainage plan for each building lot to demonstrate how the required grades will be met, which plan shall be filed with the Corporation. The final elevations of all dwellings and other buildings, and the final lot grades relating thereto, shall conform to the lot grading and rear yard drainage plan filed for the lot. A Consulting Engineer, an Ontario Land Surveyor or a Certified Engineering Technologist shall certify or declare, upon completion of the construction of the dwelling and other buildings on the lot, that the said lot grading and rear yard drainage plan has been complied with. Until such time as the said certification or declaration has been received by the Corporation, a final inspection for the dwelling on the subject building lot shall not be granted.

3.3 SANITARY WASTE DISPOSAL

The Parties hereto acknowledge that based on previous servicing plans, it appears there is one sanitary sewer connection in front of 2316 Normandy Street, and one sanitary sewer connection in front of 2308 Normandy Street. However, the Owners have elected not to confirm the existence of these connections or the exact location of these connections prior to the execution of this Agreement. The Owners' Engineer shall therefore be required to confirm, prior to the issuance of a building permit, the existence and exact location of the said connections, and the invert elevations thereof, which information shall be provided to the Corporation's Engineer for review and approval.

3.4 WATER SERVICE

The Parties hereto acknowledge that based on previous servicing plans, it appears there is one water service in front of 2316 Normandy Street, and one water service in front of 2308 Normandy Street. However, the Owners have elected not to confirm the existence of these connections or the exact location of these services prior to the execution of this Agreement. The Owners'

Engineer shall therefore be required to confirm, prior to the issuance of a building permit, the existence and exact location of the said services, which information shall be provided to the Corporation's Engineer for review and approval.

In the event a water service is not available for either one or both of these building lots, the Owners shall be required to make an application to the Corporation for the installation of the necessary water service, to obtain a permit from the Corporation with regard to the said service, and to pay any and all charges, levies and/or rates to the Corporation as may be required for the said permit, connection to and use of the water service.

3.5 LOCATION OF SERVICES

The parties hereto acknowledge that while the subject lands may already have existing services available for the lands described on **Schedule "A"** attached hereto, it is not clear to the Corporation as to the exact location of the existing services with regard to the boundary limits of the two building lots on the subject lands. The Owners therefore shall provide to the Corporation evidence of the exact location of the existing services that are intended by the Owners to be used to service the two building lots on the subject lands. In the event it becomes evident that the existing services do not lie within the boundary limits of each building lot, the Owners hereby agree to relocate the existing services to a point within the limits of each building lot on the subject lands, which relocation shall be completed to the specifications and satisfaction of the Corporation.

3.6 DRIVEWAYS AND DRIVEWAY APPROACHES

The Owners acknowledge that only one driveway access to Normandy Street shall be permitted for 2308 Normandy Street, with a driveway approach for the said access being limited to a maximum width of 6.1 metres. No access shall be permitted to the new flankage street to be constructed of the west side of 2308 Normandy Street.

In the event a single driveway access is constructed for 2316 Normandy Street, that portion of the residential driveway and its approach

constructed on any part of the Normandy Street road allowance shall be constructed to a maximum width of 6.1 metres. In the event a horseshoe driveway is constructed, those portions of the residential driveway and its approaches constructed on any part of the Normandy Street road allowance shall be constructed to a maximum width of 3.6 metres. In the event the Owners wish to construct a driveway approach of a larger or smaller size than as required herein, the Owners must obtain the prior written approval of the Corporation to do so.

Driveway approaches shall consist of 250 mm Granular "A" stone base, with a hard surface of concrete from the back of the curb to the property line.

The Owners acknowledge that the design and other specifications of a driveway approach are at the discretion of the Owners, and further that the Corporation does not provide any inspection service for any such approach.

The Owners acknowledge that upon the execution of this Agreement, a separate non-refundable contribution in the amount of **\$200.00** (\$100.00 for each dwelling unit) shall be required to be paid to the Corporation by way of cash or certified cheque with regard to the construction of the driveway approaches. The Owners acknowledge that the non-refundable contribution shall be retained by the Corporation in a maintenance reserve, which funds shall be used by the Corporation for the repair of any driveway approach that may be adversely affected at such time as the services constructed underneath the said driveway approach are in need of maintenance or repair.

The Owners further acknowledge that in the event repairs are required to be made by the Corporation to any of the services constructed under the said driveway approach, the Corporation shall only be required to repair that portion of a driveway approach as may be deemed necessary or appropriate by the Corporation's Engineer. The Owners acknowledge and agree that the Corporation shall not be required to perform any repairs until weather conditions are appropriate, or to repair or replace an entire driveway approach or any portion of a driveway on the building lot merely to ensure consistency in either texture or color or with a surface other than plain concrete. In the event the registered owner of the subject lands from time to time wishes to have a

driveway approach repaired and/or replaced with a surface other than the plain concrete surface, the Corporation may agree to replace and/or repair the said driveway approach with such a surface on the condition the said registered owner pays for any and all costs that may be incurred by the Corporation with regard to the installation of the said finished surface.

Curb cuts shall not exceed the width of the driveway approach to be constructed. In the event the Owners have obtained permission from the Corporation's Engineer to construct a driveway approach larger or smaller than the standard requirement of the Corporation, the curb cuts to be made for that driveway approach, including tapers, shall not exceed the width of the said driveway as approved by the Corporation's Engineer. Curb cuts are to be made by use of an approved curb-cutting machine only.

It is understood and agreed that under no circumstances will the Owners be permitted to install a new residential driveway approach or curb cut within the corner radii of the curb constructed in the area of the southwest corner of Lot 441, being part of 2308 Normandy Street.

3.7 LANDSCAPING AND STREET TREES

The Owners shall landscape that portion of the Normandy Street road allowance lying between the front lot line of the subject lands and the paved or travelled portion of Normandy Street.

The Owners acknowledge that the said landscaping shall include the planting of one street tree for every 9.14 metres as shown on the approved Plans, which trees shall be planted within 2.4 metres of the curb. All trees to be planted shall be of a minimum size of 62.5 mm calliper, and of a minimum of four different species that have been approved by the Corporation. The Owners shall be required to obtain approval of the Corporation as to the type, size and location of the street trees.

The Owners shall pay to the Corporation, upon the execution of this Agreement, by way of cash or certified cheque, a security in the amount of **\$1,000.00** (\$500.00 per residential unit), which security will be held by the Corporation until such time as all of the driveway approaches and street trees required to be installed in this development have been completed. In the event

the Owners fail to construct the driveway approaches and install the street trees as required in this Agreement, the Corporation may use this security or any portion thereof to complete the construction of the driveway approaches and/or the installation of the street trees. The balance of this security not used by the Corporation in this regard, if any, may be refunded to the Owners herein in accordance with provisions of paragraph 8.11 (Return of Security) of this Agreement.

The Owners acknowledge that the ownership of these trees shall remain in the Corporation, and the approval of the Corporation shall be required prior to any maintenance or removal of any tree by any person other than the Corporation. The Owners shall be required to maintain and/or replace these trees and other landscaping, at their own expense, for a period of 2 years from the date of planting.

The Owners herein acknowledge that the provisions of this paragraph will be of interest to the registered owner of any building lot, and as a result the Owners, their successors in title and assigns hereby agree to include in any Agreement of Purchase and Sale they may enter into for the sale of the subject lands, a special clause regarding this matter so as to specifically direct the attention of any third party purchaser to the provisions of this paragraph.

3.8 ELECTRICAL DISTRIBUTION SYSTEM

The Owners shall, at their own expense, make satisfactory arrangements with Essex Powerlines Corporation ("E.P.C") to provide for an electrical distribution system for the subject lands. The Owners acknowledge that E.P.C. shall be the approval agency for the design and type of power supply for the subject lands, and that all plans and specifications shall be approved by E.P.C. prior to construction. The Owners shall provide to the Corporation confirmation from E.P.C. that such approvals have been obtained.

3.9 SPECIAL SERVICING REQUIREMENTS

The construction of all buildings and structures on the subject lands shall conform to the following requirements:

- (a) Roof or rain water leaders from any building shall be discharged into the storm sewer. A sump pump connected to the storm sewer must be provided for each building.
- (b) Weeping tile drains shall not be connected to the sanitary sewers.
- (c) Basement floor drains shall be connected in accordance with the provisions of the *Ontario Building Code*.
- (d) A lot grading plan showing existing and proposed elevations shall be included with the application for the building permit. Rear yard drainage shall be provided for each building lot in the location and according to the design as shown on an approved lot grading plan. The Owners shall certify, upon completion of the works, that the lot grades are in accordance with the lot grading plan.
- (e) All sanitary and storm sewer connections at the property line must be set so that the springlines are equal to or above the elevation of the maximum hydraulic grade line taking into consideration the outlet conditions.

3.10 **SERVICES DRAWINGS**

- (a) The Owners shall also provide to the Chief Building Official of the Corporation a drawing prepared for the building lot showing the services and elevations for same, making specific reference to the following:
 - (1) A reference elevation for each drawing;
 - (2) Final surface elevations;
 - (3) Grade line elevations of structures;
 - (4) Rear yard drainage and swale elevations;
 - (5) Sump pump discharge elevations such that no backup from storm sewers will be encountered;
 - (6) Sanitary sewer, storm sewer and basement elevations such that no backup from sanitary or storm sewers will be encountered relevant to the hydraulic grade line of the respective sewer systems;

(7) All sewer clean outs located within the driveway area shall be brought to the finished driveway grade prior to the installation of the hard surface and shall be completed with a cast iron cap to the satisfaction of the Corporation;

(8) The GPS co-ordinates of all water shut offs and sewer clean outs referred to in subparagraph (7) above; and

(9) The municipal address of the property.

(b) The drawings referred to above shall be deemed to be included as a part of this Agreement, and shall be deposited with the Chief Building Official of the Corporation for inspection.

3.11 OTHER SERVICES

(a) The Owners shall, at their own expense, make the necessary arrangements with any company or entity that has entered into an appropriate agreement with the Corporation to provide telecommunications services, cable service, and any other provider of services required for this development. The Owners shall provide to the Corporation, upon demand, confirmation from any one or more of these service providers that satisfactory arrangements have been made for the servicing of this development.

(b) In the event any above-ground services are to be constructed or installed in this development, it is the obligation of the Owners herein to inform prospective purchasers of either building lot of the locations of the various works or facilities to be used in the provision of the said above-ground services. Without limiting the generality of the foregoing, the various works or facilities referred to herein shall include "super mail boxes," cable pedestals, poles for hydro and other services, light poles, fire hydrants, hydro transformers, telecommunication pedestals and venting pipes.

3.12 SIDEWALKS

(a) The parties hereto acknowledge that Normandy Street is designated as a collector road by the Corporation. The parties further

acknowledge that at the time of the execution of this Agreement, it is the current policy of the Corporation to require the construction of a sidewalk on only one of side of a collector road. In light of the fact that a sidewalk has been constructed along the south side of Normandy Street, it is acknowledged that no sidewalk is required to be constructed along the subject lands.

(b) The Parties hereto acknowledge that a new residential development to the north of these two building lots is intended to be constructed by the Owners herein at some future time. At such time as that development proceeds, the Owners herein will be required to construct a sidewalk on the east side of the new roadway to be constructed to the west of 2308 Normandy Street. As the location of a new sidewalk to be constructed at some future time will be of interest to subsequent registered owners of 2308 Normandy Street, the Owners, their successors in title and assigns hereby agree to include in any Agreement of Purchase and Sale they may enter into for the sale 2308 Normandy Street a special clause regarding the intentions to construct a new sidewalk in this location, so as to specifically direct the attention of any third party purchaser of this property to the provisions of this paragraph.

3.13 AVAILABILITY OF SCHOOLS

The parties hereto acknowledge that the Corporation has been advised by the Greater Essex County District School Board and the Windsor-Essex Catholic District School Board that there may not be an elementary and/or secondary school available in the area of the subject lands, and any students for either School Board that may reside on any of the lands described on **Schedule "A"** attached hereto may be bused to the next available school. In addition, the said School Boards have advised that the present existence of such a school in the area of this development is not a guarantee of the future availability of that school, and the busing of students to other school sites may be required due to future circumstances.

The Owners acknowledge that the provisions of this paragraph may be of interest to any purchaser of the subject lands. As a result the Owners, their heirs, estate trustees, successors in title and assigns, hereby agree to include in any Agreement of Purchase and Sale they may enter into for the sale of the subject lands to a third party purchaser, a special clause regarding this matter so as to specifically direct the attention of any third party purchaser to the provisions of this paragraph.

3.14 SPECIAL CLAUSES IN OFFERS TO PURCHASE

The Owners herein acknowledge that the provisions of this Agreement require the Owners to include special clauses in Agreements of Purchase and Sale relating to the building lots within this development. In that regard, the Owners acknowledge that the following matters shall be included as special clauses in the said Agreements of Purchase and Sale:

- (a) the location of retaining walls that are required to be installed pursuant to the provisions of paragraph 3.2(b) of this Agreement;
- (b) the restrictions on driveway access to 2308 Normandy Street, in accordance with the provisions of paragraph 3.6 of this Agreement; and
- (c) the placement, maintenance and ownership of landscaping and trees on any road allowance in accordance with the provisions of paragraph 3.7 of this Agreement; and
- (d) the location of above-ground services in accordance with the provisions of paragraph 3.11(b) of this Agreement; and
- (e) the location of the future sidewalk to be constructed to the west of 2308 Normandy Street in accordance with the provisions of paragraph 3.12(b) of this Agreement; and
- (f) the present and future availability or unavailability of schools in the immediate area of this development in accordance with the provisions of paragraph 3.13 of this Agreement.

4. CONVEYANCES AND CONTRIBUTIONS

4.1 PARKLAND CONTRIBUTION

The Owners shall pay to the Corporation, in lieu of the dedication of parkland, the sum of **\$1,500.00** (\$750.00 per dwelling unit), which sum is payable in cash or by certified cheque upon the execution of this Agreement.

4.2 DEVELOPMENT CHARGES

The Owners shall pay to the Corporation a development charge for the dwelling unit to be constructed in this development. The said development charge shall be payable at the time that a building permit is secured for the building lot. The amount of the development charge shall be increased from time to time in accordance with the provisions of the Corporation's Development Charges By-law, as amended, in effect at the time of the issuance of the building permit.

4.3 UPGRADING OF NORMANDY STREET

The Owners acknowledge that Normandy Street is presently a municipally-owned and maintained road allowance, which road was recently reconstructed, with services. In light of the fact that the Owners herein derive a substantial benefit from the recent reconstruction of Normandy Street, and in light of the fact that the development of the subject lands will increase the burden being placed on Normandy Street, the Owners hereby agree to pay to the Corporation by cash or certified cheque and , upon the execution of this Agreement, a contribution towards the recent reconstruction of Normandy Street and a maintenance fee in the sum of **\$6,750.00**, plus taxes if applicable.

4.4 EXISTING WATERMAIN

The Owners agree that in consideration of the Corporation permitting the Owners to connect to and utilize the existing feeder watermain for the purposes of this development, the Owners shall pay to the Corporation by cash or certified cheque, upon the execution of this Agreement, the sum of **\$3,000.00**, which represents the total amount of frontage charges for this

development, which charges have been calculated in accordance with the provisions of the Corporation's by-laws in that regard, as amended.

4.5 STREET LIGHTING SYSTEM

It is understood and agreed that it is the intention of the Corporation to require the Owners to provide a contribution towards the street lighting system that is available for this development. The Owners therefore hereby agree to pay to the Corporation by cash or certified cheque, upon the execution of this Agreement, the sum of **\$500.00** which represents the total contribution from the Owners toward the provision of the said street lighting system.

4.6 EASEMENT

The Owners shall, at their own expense and prior to the issuance of a building permit, convey to the Corporation, free of encumbrances, all easements that may be required by the Corporation for the purposes of providing and maintaining municipal services to the subject lands. The Owners herein acknowledge that all easements shall be exclusive to the Corporation, and no other person, corporation or agency shall have the right to use any easement so dedicated without the prior written consent of the Corporation.

Without limiting the generality of the foregoing, the Owners shall grant to the Corporation a 3.048 metre wide easement along the southerly limit of Lots 440 and 441 on Registered Plan 1007, which easement shall be granted for the purposes of municipal services.

4.7 DAYLIGHT CORNER DEDICATION

The Owners shall, at their own expense and prior to the issuance of a building permit, convey to the Corporation, free of encumbrances a 4.57 x 4.57 metre daylight corner at the southwest corner of Lot 441, Registered Plan 1007.

4.8 RECONVEYANCE OF RESERVE

The Corporation hereby agrees to reconvey to the Owners, at the expense of the Owners, herein the title to that part of Lots 437, 438 and 439, Registered Plan 1007 now designated as Part 7 on Reference Plan 12R-19157,

which lands shall form part of 2316 Normandy Street. The Owners acknowledge that the Corporation will reserve unto itself an easement over these lands for the purposes of municipal services.

5. **MUNICIPAL BY-LAWS**

The Owners undertake to comply with the provisions of all municipal by-laws applicable to the development of the subject lands. Without limiting the generality of the foregoing, the Owners herein acknowledge and agree to comply with the provisions of the *Site Alteration By-law 7080* of the Town of LaSalle, which is a By-law to prohibit and/or regulate the placing or dumping of fill, the alteration of grades and the removal of top soil from land within the Town of LaSalle.

6. **INDEMNITY**

The Owners shall indemnify and save the Corporation harmless as against any and all actions, claims, losses, damages, costs and liability connected with the installation of the works and services contemplated herein arising directly or indirectly out of the performance, negligent or otherwise, unlawful performance, or the non-performance of any obligation of the Owners under this Agreement.

7. **BUILDING PERMITS**

No building permit shall be issued for any building in this development until such time as:

- (a) all services required pursuant to this Agreement have been installed to the satisfaction of the Corporation; and
- (b) all drawings and plans, including the lot grading plan showing the as-built services, required pursuant to the provisions of this Agreement have been filed with and approved by the Corporation; and
- (c) the Owners have reimbursed the Corporation for any and all costs (plus interest, if any) incurred by the Corporation pursuant to the provisions of paragraph 8.1 of this Agreement as of the date of the issuance of the building permit. The Corporation may, in its sole discretion, require the Owners to pay an additional deposit in an amount to be determined by the Corporation, which deposit may be held and

utilized by the Corporation to offset such future costs that may be incurred by the Corporation subsequent to the issuance of the building permit; and

(d) the reconveyance of Part 7 on Reference Plan 12R-19157 pursuant to the provisions of paragraph 4.8 of this Agreement has been completed; and

(e) all conveyances and contributions, and all securities as set out on ***Schedule "B"*** attached hereto or that are required pursuant to the provisions of this Agreement, have been completed, paid or provided as required; and

(f) the registration of this Agreement has been completed in accordance with the provisions of paragraph 1.1 of this Agreement.

8. **GENERAL**

8.1 **COSTS OF THE CORPORATION**

(a) The Owners shall be required to pay all costs incurred by the Corporation with respect to this development, and without limiting the generality of the foregoing, shall include legal and administration costs. The said costs shall be due and payable to the Corporation within thirty (30) days of the date of the demand therefor sent by the Corporation to the Owners, and the Corporation shall have the right to charge the Owners interest on any amounts or portions thereof that remain unpaid after the said thirty (30) days.

(b) It is understood and agreed by the Owners that:

(1) prior to the execution of this Agreement by the Corporation, the Owners shall reimburse and pay to the Corporation any and all costs the Corporation has incurred to that date with regard to the processing of the Owners' applications for approval of this development; and

(2) in the event any of the costs referred to in subparagraph (a) herein have not been reimbursed to the Corporation within thirty (30) days of the demand therefor, a default shall be deemed to have occurred under this

Agreement, and the Corporation shall have the option of recovering its costs, plus interest, from any security provided to the Corporation by the Owners pursuant to the terms of this Agreement.

8.2 RESTORATION OF CORPORATION LANDS

The Owners shall repair forthwith, at their own expense, any damage done by the Owners, their servants, agents, contractors or subcontractors to any land or property of the Corporation during the course of or arising in any way out of the construction or installation of the works required under this Agreement. Any and all restoration of any land or property of the Corporation shall be completed within 6 months of the completion of the construction and installation of the services required by the terms of this Agreement and shall be equal to or better than the pre-construction condition, all of which shall be determined at the sole discretion of the Corporation.

8.3 TAX PAYMENTS

The Owners shall forthwith pay to the Corporation all tax arrears and current taxes due and unpaid against the subject lands up to the date hereof.

8.4 SOIL REMOVAL AND STOCKPILES

(a) Any topsoil, clay, sand, etc. removed from the subject lands during grading operations shall be stockpiled on the subject lands in areas compatible for the reception of the same and the Owners covenant and agree that they will not remove such topsoil, clay, sand, etc. from the subject lands without the approval of the Corporation, and except in compliance with the Corporation's *Site Alteration By-law 7080*.

(b) Any soil that is stock piled on the subject lands shall be no less than 1.5 metres from the limits of the subject lands. The Owners shall, at their own expense, maintain the subject lands in a tidy condition, and shall observe and comply with the *Weed Control By-law* of the Corporation, as amended, at all times both before, during and

after construction of the services required herein. All stock piles of topsoil shall be neat and sloped in such a manner that weed cutting can be safely carried out with mechanical equipment.

8.5 PERFORMANCE SECURITY

The Owners shall, prior to the commencement of any construction of works on the subject lands, deposit cash or a certified cheque payable to the Corporation in the amount of **\$5,000.00** which may be utilized by the Corporation for the purposes of effecting such maintenance or repairs of lands owned by the Corporation, the cleaning and maintenance of roads outside of this development as set out in this Agreement, and generally for securing the performance by the Owners of any obligation of the Owners as set out in this Agreement. In the event the Owners fail to comply with any of their obligations set out in this Agreement, the Corporation shall be under no obligation to commence or to continue with any part of this development. However, the Owners herein acknowledge the Corporation may, in its sole discretion, seize all securities posted by the Owners pursuant to the terms of this Agreement, may take any and all steps necessary to complete some or all of the outstanding obligations of the Owners herein, and pay for the costs incurred by the Corporation in that regard from the securities so seized.

8.6 WEEDS AND DEBRIS

(a) The Owners, their heirs, estate trustees, successors, authorized assigns and successors in title shall be responsible to ensure that the subject lands are free from weeds and debris at all times. Without limiting the generality of the foregoing, the Owners, their heirs, estate trustees, successors, authorized assigns and successors in title shall take any and all steps necessary to keep this development and the lands abutting thereto free from refuse, discarded or waste building materials or parts thereof, and other debris and weeds at all times during the construction of this development until such time as the dwellings have been completed.

(b) In the event the Owners, their heirs, estate trustees, successors, authorized assigns or successors in title fail to comply with the provisions of this paragraph, the Corporation may then give to the said Owners, their heirs, estate trustees, successors, authorized assigns or successors in title five (5) business days notice to comply, failing which the Corporation shall have the right, in its sole discretion, to attend on the subject lands or any portion thereof to remove the offending weeds or debris, and the Corporation shall further be entitled to recover any and all costs it may incur in this regard from the security paid with the Corporation pursuant to the provisions of paragraph 8.5 of this Agreement, or otherwise from the said Owners, their heirs, estate trustees, successors, authorized assigns or successors in title.

8.7 TIMING FOR CONSTRUCTION

All of the services that are to be constructed pursuant to this Agreement shall be completed on or before the second anniversary date of the execution of the Agreement unless the consent of the Corporation to an extension of time has been obtained in writing. If all such services have not been completely constructed within such time limited herein or if any payments, contributions or conveyances as required hereunder have not been made within such time limit as required by this Agreement, then a default may be deemed to have occurred under this Agreement and the Corporation shall have the option, in its sole discretion, to terminate this Agreement at any time after the said default. In the event the Owners, their successors in title or assigns wish to proceed with this development after this Agreement has been terminated pursuant to the provisions of this paragraph, a new Agreement may be required to be executed prior to the commencement of any construction for this development.

The Owners herein acknowledge that they shall be responsible to comply with any and all terms and conditions of this Agreement until such time as the dwellings on the subject lands have been constructed, a final inspection has been completed and all securities or the remainder thereof have been returned to the Owners.

8.8 NOTICES

All notices, demands or requests which may be or are required to be given under the provisions of this Agreement by any party to the other herein shall be in writing and may be mailed by first class prepaid post or delivered, and shall be addressed in the case of the Owners to the Owners at **6470 Matchette Road, LaSalle, Ontario N9J 2J7**, until such time as the new dwellings on the subject lands have been constructed, and after that time also to the registered owners at **2308 and 2316 Normandy Street, LaSalle Ontario** respectively, and in the case of the Corporation to the Clerk of the Corporation at **5950 Malden Road, LaSalle, Ontario N9H 1S4**. In the event that the address as stated herein of any party is changed during the term of this Agreement, the party changing the address shall give notice of the change to the other party within 10 days of the effective date of that change in address. In the event the party changing its address fails to give notice of such change as required herein, then any notice given by the other party to the address as stated in this paragraph shall be deemed to be effective, and to be given in accordance with the terms of this Agreement.

8.9 E.R.C.A. PERMITS

No development shall proceed unless and until the Owners have obtained all of the necessary permits from E.R.C.A., if any, affecting this development, copies of which shall be filed with the Clerk of the Corporation.

8.10 ASSIGNMENTS

(a) This Agreement is not assignable by the Owners (or any person claiming through or under the Owners) unless the Corporation has consented to the assignment and unless the assignee thereof shall first in writing covenant and agree with the Corporation to assume the burdens and obligations imposed upon the Owners under this Agreement and to undertake with the Corporation to observe and perform the obligations herein imposed upon the Owners.

(b) Notwithstanding the provisions of subparagraph (a) herein, the Owners herein acknowledge and agree that they shall be solely

responsible to comply with any and all terms and conditions of this Agreement with regard to the provision of all external services for and to the subject lands, and that the Owners shall not assign any of their responsibility for the construction or maintenance of any such services to any other person, including any subsequent registered owner of any of the lands within this development. The Owners shall further be required to provide the Corporation with those securities the Corporation deems appropriate to secure the performance of these works until such time as the dwelling on the subject lands has been constructed.

8.11 RETURN OF SECURITY

In the event that any money deposited with the Corporation by the Owners, their heirs, estate trustees, successors, successors in title or authorized assigns, pursuant to the provisions of this Agreement for the purposes of securing compliance with any of the provisions of this Agreement, is not used, in whole or in part, by the Corporation, the Owners, their heirs, estate trustees, successors, successors in title or authorized assigns may apply to the Corporation for a repayment of the said security. The Corporation shall refund the said security, or any portion remaining thereof, to the person making such an application to the Corporation upon the Corporation being satisfied that the person making the said application is the person entitled to the refund, and upon being satisfied that all of the provisions of this Agreement for which the security was given have been complied with. It is acknowledged and agreed by the parties hereto that any refund made by the Corporation for any security provided pursuant to the terms of this Agreement, shall be made without interest.

8.12 DISPUTE RESOLUTION

It is further agreed that should there be any dispute as to any of the clauses or terms of this Agreement, the dispute shall be resolved by way of an application for hearing before the Ontario Municipal Board and the rules of the

Ontario Municipal Board shall prevail and govern the said hearing before the Board.

8.13 SEVERABILITY

If any term, covenant or condition of this Agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

8.14 AMENDMENTS

This Agreement may be amended at anytime in writing by the parties hereto or by the Corporation together with the registered owners of the subject lands at the time of the execution of such amendments.

8.15 BINDING

This Agreement shall enure to the benefit of the Corporation and shall be binding upon the Owners and their respective heirs, estate trustees, successors, authorized assigns and successors in title.

8.16 CONTRA PROFERENTEM

The parties hereto acknowledge that the doctrine of *contra proferentem* shall not apply to any of the terms of this Agreement.

Continued on next page.

IN WITNESS WHEREOF the Owners have hereunto set their hands and seals,
and the Corporation has hereunto affixed its corporate seal under the hands of the
appropriate officers.

1912844 ONTARIO LIMITED

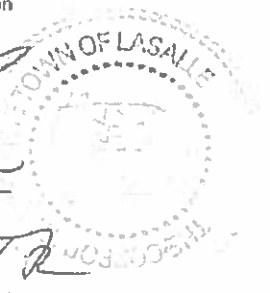
T. Rauti
T. RAUTI, PRESIDENT

I have the authority to bind the corporation

THE CORPORATION OF
THE TOWN OF LASALLE

K. Antaya
MAYOR – K. ANTAYA

B. Andreatta
CLERK – B. ANDREATTA



SCHEDULE "A"

FIRSTLY – 2308 NORMANDY STREET

Lots 440 and 441, Registered Plan 1007, and Block "R", Registered Plan 1007 (part alley closed by R1119441) in the Town of LaSalle, in the County of Essex.

SECONDLY – 2316 NORMANDY STREET

Part of Lots 437, 438 and 439, Registered Plan 1007 and part of Block "L" (part alley closed by R644667), Registered Plan 1007 now designated as Parts 1, 3 and 5 on Reference Plan 12R-19157 in the Town of LaSalle, in the County of Essex; and

Part of Lots 437, 438 and 439, Registered Plan 1007 now designated as Part 7 on Reference Plan 12R-19157, in the Town of LaSalle, in the County of Essex.

SCHEDULE "B"

CONTRIBUTIONS AND SECURITIES

		<u>Amount</u>	<u>Due Date</u>
3.6	Driveway Approach (cash or certified cheque) Non-refundable	\$ 200.00	upon execution of Agreement
3.7	Landscaping and Street Trees (cash or certified cheque) Refundable	\$1,000.00	upon execution of Agreement
4.1	Parkland Contribution (cash or certified cheque) Non-refundable	\$1,500.00	upon execution of Agreement
4.2	Development Charge Non-refundable	as per By-law	prior to the issuance of a building permit
4.3	Upgrading of Normandy Street (cash or certified cheque) Non-refundable	\$6,750.00	upon execution of Agreement
4.4	Existing watermain (cash or certified cheque) Non-refundable	\$3,000.00	upon execution of Agreement
4.5	Street Lighting System (cash or certified cheque) Non-refundable	\$ 500.00	upon execution of Agreement
8.3	Realty Taxes, current and arrears, if any		upon execution of Agreement
8.5	Performance Security (cash or certified cheque) Refundable upon certified completion	\$ 5,000.00	prior to commencement of construction

Clerk's Note: The attached correspondence has been submitted by Craig Stevenson and Diane Wilson for Council's consideration in regards to Report PW-27-30 Richmond Court Subdivision Sidewalk containing the following:

1. Email dated November 19, 2020
2. Developer's Severance Agreement between 1912844 Ontario Limited and The Corporation of the Town of LaSalle (please refer to the submission provided by Frank & Elena Piccolo as it is a duplicate)

-----Original Message-----

From: Craig Stevenson <rcslaw@mnsi.net>
Sent: Thursday, November 19, 2020 2:56 PM
To: Natalie Sharp <nsharp@lasalle.ca>
Subject: Council Meeting Nov 24

Dear Natalie

I attach my request to be a delegation on the sidewalk issue on Normandy.
Thank you

R. CRAIG STEVENSON, ESQ.
Barrister & Solicitor
18A-25 Amy Croft Drive
Tecumseh, Ontario
N9K 1C7
P: 519-735-0777
F: 519-735-2999
E: rcslaw@mnsi.net

-----Original Message-----

From: dlassaline@rcraigstevensonlawoffice.com
<dlassaline@rcraigstevensonlawoffice.com>
Sent: Thursday, November 19, 2020 1:58 PM
To: Craig <rcslaw@mnsi.net>
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:
Device Name: XRX9C934E861F87

For more information on Xerox products and solutions, please visit <http://www.xerox.com>
CAUTION: This email originated from outside of the organization. Please verify that the sender's name matches the e-mail address in the From: field. Do not click links or open attachments unless you recognize the sender and know the content is safe. REF: nYDLiTtcjACbqBae

Schedule "A"

Mr. Mayor and Members of Council:

Thank you for hearing from myself as a resident on a part of Normandy, for which there is proposed a sidewalk,

Myself and Diane Wilson purchased our newly constructed home at 2308 Normandy on September 29, 2017.

During the course of construction proceeding that date of purchase we had attempted to install a circular drive fronting on Normandy because of perceived difficulty backing onto Normandy with our vehicles. Our request was rejected by the town of LaSalle because of provisions in a development agreement dated December 15, 2015 and registered on title to our property on December 18, 2015.

Next we requested that our driveway be allowed to enter onto the proposed Richmond Street which had yet been built, but again our request was rejected by the Town, on the basis that such an entrance was not permitted under the development agreement.

I have attached hereto a scanned copy of the registered development agreement.

I direct your attention to section 3.12 on pages 10 and 11 of the development agreement.

On the issue of a sidewalk in front of my home, the agreement with the Town of LaSalle is:

"In light of the fact that sidewalk has been constructed along the south side of Normandy Street, it is acknowledged that no sidewalk is required to be constructed along the subject lands"

The clause is clear and unambiguous.

The agreement does go on in subsection (b) to acknowledge that this agreement is made with full knowledge by Town of LaSalle and in contemplation of a new residential development to the north of the two building lots (one of which is ours) now known as Richmond Street. It makes me as purchaser aware that a sidewalk was being constructed on the east side of the Richmond Street. Therefore as a subsequent purchaser I know that a sidewalk will be constructed along my side yard facing Richmond Street and that no sidewalk will be constructed in front of my house on Normandy.

It is my understanding that this matter is before Council to seek authorization to breach the provision in paragraph 3.12 of the development agreement and build a sidewalk.

I am asking council to honour the previous commitment made by the Town of LaSalle and not construct a sidewalk.

The agreement provides in paragraph 8.12 that should there be any dispute as to any of the clauses or terms of the agreement the dispute shall be resolved by way of an application for hearing before the Ontario municipal Board. No application has been made by the Town

administration.

No attempt has been made by town administration to register notice of a subsequent subdivision agreement registered on the land to the north of our lot at any time on our land. It is clear Planning Law that the Town cannot impose the terms of development in an agreement that extends outside the boundary of the lands being developed. Clearly imposing a requirement on our development to build a sidewalk when that development was clearly waived is unfair.

Section 8.14 provides that any amendment to the agreement must be made in writing by the corporation together with the registered owners of the subject lands at the time of the execution of such amendments. We do not agree to an amendment to clause 3.12.

We have had to honour and abide by the terms of the Development Agreement, and we are asking the Town of LaSalle to do the same at this time

Respectfully Submitted


Craig Stevenson



The Corporation of the Town of LaSalle

To: Mayor and Members of Council
Prepared by: Mark Masanovich, Manager of Facilities
Department: Public Works
Date of Report: November 6, 2020
Report Number: PW-30-20
Subject: Replacement Zamboni Ice Resurfacer

Recommendation

That the report of the Manager of Facilities of LaSalle dated November 6, 2020 (PW-30-20) regarding the purchase of a replacement Zamboni Ice Resurfacer from Zamboni Company Ltd. for a cost of \$104,171.15 (plus taxes) for the Vollmer Centre BE APPROVED.

Report

Through the 2020 budget, \$160,000.00 was approved for the replacement of the Zamboni at the Vollmer Centre. The existing Zamboni has reached the end of its useful life.

Pricing for a new Zamboni was obtained through Sourcewell. Sourcewell is a Municipal membership based buying group and the Town is a member. They have tendered out and received current pricing for numerous products commonly purchased by Municipalities. They have already gone through the tendering process, and it allows Municipalities to search through the available products and purchase directly from the supplier.

Through Sourcewell, the pricing obtained for a new Zamboni ice resurfacer was a total of \$104,171.15 (plus taxes).

This is \$55,828.85 below the approved budget for this unit and does include \$13,000.00 for trade-in value for the old machine. After discussions with the Finance Department, they were pleasantly surprised and the new Zamboni for the Vollmer Centre for the quoted amount of \$104,171.15 (plus taxes) through Sourcewell is recommended.

Consultations

Consultation with the Finance Department.

Financial Implications

The total cost of the new Zamboni ice resurfacer will be \$104,171.15 (plus taxes) to be funded through the approved 2020 budget.

Prepared By:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end.

Manager, Fleet and Facilities

Mark Masanovich

Link to Strategic Goals

	Enhancing organizational excellence
yes	Sustain strong public services and infrastructure
	Strengthen the community's engagement with the Town
	Grow and diversify the local economy
	Build on our high-quality of life

Communications

yes	Not applicable
	Website
	Social Media
	News Release
	Local Newspaper
	Bids & Tenders
	Notification pursuant to the Planning Act

Notifications

Name	Address	Email

Report Approval Details

Document Title:	PW-30-20 Replacement Zamboni Ice Resurfacer.docx
Attachments:	
Final Approval Date:	Nov 13, 2020

This report and all of its attachments were approved and signed as outlined below:



Director, Public Works

Peter Marra



Chief Administrative Officer

Joe Milicia



The Corporation of the Town of LaSalle

To: Mayor and Members of Council

Prepared by: Dave Sutton, Fire Chief

Department: Fire Services

Date of Report: November 13, 2020

Report Number: FIRE 20-10

Subject: By-law Amendment – Fire Service Establishing and Regulating By-law #6073 as amended

Recommendation

That the report of Fire Chief dated November 13, 2020 (FIRE 20-10) regarding a proposed By-law amendment to the LaSalle Fire Service Establishing and Regulating By-Law #6073 as amended, be RECEIVED, and that the recommended wording changes in Appendix B *Non-Core Services*, to reflect current service level capabilities, be APPROVED.

It is further recommended that the amended By-law be supported at the appropriate point in the Council Agenda

Report

The Town of LaSalle By-law 6073 as amended, is the Establishing and Regulating By-law for the LaSalle Fire Service. This foundational document sets out Council's direction for the overall governance and operation of the municipal fire service, including the establishment of levels of service for both Core Services and Non-Core services. At this time it is necessary to recommend a Non-Core service level change in the provision of Confined Space Rescue, from *Operations* level capabilities to *Awareness* level.

As Council is aware, the fire service has undergone a period of significant renewal in recent years with retirements of long-serving personnel, recruitment for additional full-time positions, and increasing turnover among the volunteer (paid-on-call) ranks. As a result, the firefighter training program has necessarily adapted as required with increased focus in the areas of recruit training, and basic core services and skills retention. Provincially, there has also been a shift to NFPA Standards-based training

and certification, resulting in reduced availability of certified training in areas of specialized rescue.

Confined Space Rescue is classified as a specialized high risk – low frequency service area, requiring adequate specialized equipment, as well as extensive on-going training in order for providers to remain competent in the specialized skills required. Given the current operational challenges as outlined, LaSalle Fire Service is increasingly struggling to maintain *Operations* level competency for Confined Space Rescue capabilities. This issue was also the subject of a recommendation in the recently completed Fire Protection Services Master Plan, with the recommendation being to revise the service level from *Operations* to *Awareness* level of capabilities.

Fire administration has reviewed the recommendation and current status, and concurs with the recommended change to *Awareness* level. Effectively the operational difference would prohibit entry of personnel into confined spaces to perform a rescue, and limit rescue operations to controlling the scene, preventing current circumstances and operations from worsening, and assisting with self-rescue if possible, attempting non-entry surface rescue operations, and/or supporting *Operations* or *Technician* level rescue teams. Although a reduced level of service, the corresponding reduction in required levels of training and certification requirements is sustainable in our current context of overall operational capabilities.

Consultations

Fire Protection Services Master Plan

Financial Implications

Potential reduced training costs

Prepared By:



Fire Chief

Link to Strategic Goals

	Enhancing organizational excellence
X	Sustain strong public services and infrastructure
	Strengthen the community's engagement with the Town
	Grow and diversify the local economy
	Build on our high-quality of life

Communications

X	Not applicable
	Website
	Social Media
	News Release
	Local Newspaper
	Bids & Tenders
	Notification pursuant to the Planning Act

Notifications

Name	Address	Email

Report Approval Details

Document Title:	By-Law Amendment Fire Service Establishing and Regulating By-law 6073 as amended.docx
Attachments:	
Final Approval Date:	Nov 17, 2020

This report and all of its attachments were approved and signed as outlined below:



Chief Administrative Officer

Joe Milicia



The Corporation of the Town of LaSalle

To: Mayor and Members of Council
Prepared by: Chantelle Anson, Supervisor of Accounting
Department: Finance
Date of Report: November 10, 2020
Report Number: FIN-27-2020
Subject: October 2020 Financial Statement and Financial Reports

Recommendation

That the report of the Supervisor of Accounting dated November 11, 2020 (FIN-27-2020) regarding the October 2020 Financial Statement and Financial Reports BE RECEIVED.

Report

Please refer to attached October 2020 Financial Statement and Financial Reports.

Consultations

Not applicable.

Financial Implications

Not applicable.

Prepared By:

Supervisor of Accounting

Chantelle Anson

Link to Strategic Goals

Yes	Enhancing organizational excellence
	Sustain strong public services and infrastructure
Yes	Strengthen the community's engagement with the Town
	Grow and diversify the local economy
	Build on our high-quality of life

Communications

	Not applicable
	Website
	Social Media
	News Release
	Local Newspaper
	Bids & Tenders
	Notification pursuant to the Planning Act

Notifications

Name	Address	Email

Report Approval Details

Document Title:	October 2020 Financial Statement and Financial Reports.docx
Attachments:	- FIN-27-2020 Appendix A-October 2020 Financial Statements and Financial Reports.pdf
Final Approval Date:	Nov 10, 2020

This report and all of its attachments were approved and signed as outlined below:



Director of Finance/Treasurer

Dale Langlois



Chief Administrative Officer

Joe Milicia

**TOWN OF LASALLE
FINANCIAL STATEMENT
October 31, 2020**

	2020 Budget	2020 YTD Actual 31-Oct	\$ Variance Budget to Actual	2020 % Budget to Actual	2019 Budget	2019 YTD Actual 31-Oct	2019 % Budget to Actual	2019 YTD Actual 31-Dec
<u>Revenues</u>								
General Levy	(36,705,800)	(36,854,338)	(148,538)	100.4%	(34,404,200)	(34,550,670)	100.4%	(34,550,670)
Supplementary Levy	(455,000)	(750,638)	(295,638)	165.0%	(195,000)	(548,349)	281.2%	(605,712)
Payments in Lieu of Taxes-General	(40,200)	(47,737)	(7,537)	118.8%	(40,200)	(40,256)	100.1%	(40,256)
Payments in Lieu of Taxes-Supplementary	0	5,206	5,206	100.0%	0	1,720	100.0%	1,720
Local Improvements	(13,600)	(13,587)	13	99.9%	(16,100)	(16,046)	99.7%	(16,046)
Other Revenues	(4,216,900)	(4,215,961)	939	100.0%	(3,779,400)	(4,670,968)	123.6%	(6,163,615)
Revenues	(41,431,500)	(41,877,055)	(445,555)	101.1%	(38,434,900)	(39,824,569)	103.6%	(41,374,580)
<u>Expenditures</u>								
<u>Mayor & Council</u>								
Wages/Benefits	340,200	280,788	(59,412)	82.5%	299,200	279,319	93.4%	311,349
Administrative Expenses	38,500	6,898	(31,602)	17.9%	38,500	19,333	50.2%	36,657
Personnel Expenses	40,200	6,739	(33,461)	16.8%	40,200	14,827	36.9%	14,827
Program Services	26,500	10,293	(16,207)	38.8%	26,500	20,451	77.2%	21,840
Expenditures	445,400	304,718	(140,682)	68.4%	404,400	333,930	82.6%	384,672
Other Revenues	0	(1,310)	(1,310)	100.0%	0	(586)	100.0%	(111)
Mayor & Council	445,400	303,407	(141,993)	68.1%	404,400	333,345	82.4%	384,561
<u>Finance & Administration</u>								
Wages/Benefits	2,112,700	1,849,454	(263,246)	87.5%	1,961,700	1,701,766	86.8%	2,074,644
Administrative Expenses	205,700	179,091	(26,609)	87.1%	198,100	176,698	89.2%	195,813
Personnel Expenses	57,500	25,369	(32,131)	44.1%	57,500	44,261	77.0%	51,598
Program Services	287,200	368,365	81,165	128.3%	272,200	188,986	69.4%	192,623
Expenditures	2,663,100	2,422,279	(240,821)	91.0%	2,489,500	2,111,711	84.8%	2,514,678
Contributions from Own Funds	(40,000)	(40,000)	0	100.0%	(40,000)	(40,000)	100.0%	(40,000)
Other Revenues	(902,100)	(744,726)	157,374	82.6%	(857,500)	(711,687)	83.0%	(933,370)
Finance & Administration	1,721,000	1,637,554	(83,446)	95.2%	1,592,000	1,360,024	85.4%	1,541,308
<u>Council Services</u>								
Wages/Benefits	1,014,100	808,098	(206,002)	79.7%	983,400	779,160	79.2%	962,878
Administrative Expenses	22,700	5,021	(17,679)	22.1%	22,100	16,021	72.5%	12,554
Personnel Expenses	49,100	20,526	(28,574)	41.8%	49,100	27,106	55.2%	31,031
Program Services	62,300	60,356	(1,944)	96.9%	77,300	55,448	71.7%	73,451
Transfers to Own Funds	0	0	0	100.0%	0	0	100.0%	2,666
Expenditures	1,148,200	894,001	(254,199)	77.9%	1,131,900	877,734	77.6%	1,082,580
Other Revenues	(20,500)	(17,290)	3,210	84.3%	(23,500)	(21,809)	92.8%	(24,332)
Council Services	1,127,700	876,711	(250,989)	77.7%	1,108,400	855,925	77.2%	1,058,248
<u>Financial Services</u>								
Wages/Benefits	75,000	0	(75,000)	0.0%	147,600	0	0.0%	0
Long Term Debt Capital Financing	2,519,400	2,241,748	(277,652)	89.0%	1,964,200	1,964,174	100.0%	1,964,174
Long Term Debt Charges	13,600	13,587	(13)	99.9%	16,100	16,046	99.7%	16,046
Program Services	305,000	28,244	(276,756)	0.0%	255,000	29,440	0.0%	36,585
Transfers to Own Funds	10,568,500	6,786,061	(3,782,439)	64.2%	9,742,100	7,396,008	75.9%	13,517,280
Financial Services	13,481,500	9,069,640	(4,411,860)	67.3%	12,125,000	9,405,668	77.6%	15,534,084
<u>Alley Closing Program</u>								
Program Services	60,000	45,005	(14,995)	75.0%	0	27,926	100.0%	50,903
Other Revenue	0	(6,400)	(6,400)	100.0%	0	0	100.0%	(400)
Alley Closing Program	60,000	38,605	(21,395)	64.3%	0	27,926	100.0%	50,503
<u>Division of IT (DoIT)</u>								
Wages/Benefits	492,700	404,757	(87,943)	82.2%	484,400	391,332	80.8%	476,189
Administrative Expenses	343,100	229,134	(113,966)	66.8%	303,600	228,312	75.2%	278,179
Personnel Expenses	9,000	2,335	(6,665)	25.9%	9,000	10,297	114.4%	10,775
Transfers to Own Funds	159,100	159,100	0	100.0%	156,000	156,000	100.0%	156,000
Financial Services	1,003,900	795,326	(208,574)	79.2%	953,000	785,941	82.5%	921,143

**TOWN OF LASALLE
FINANCIAL STATEMENT
October 31, 2020**

	2020 Budget	2020 YTD Actual 31-Oct	\$ Variance Budget to Actual	2020 % Budget to Actual	2019 Budget	2019 YTD Actual 31-Oct	2019 % Budget to Actual	2019 YTD Actual 31-Dec
<u>Fire</u>								
Wages/Benefits	2,515,900	1,841,862	(674,038)	73.2%	2,145,500	1,607,905	74.9%	2,107,666
Administrative Expenses	64,700	53,348	(11,352)	82.5%	61,100	59,978	98.2%	65,645
Personnel Expenses	141,200	51,472	(89,728)	36.5%	122,600	63,810	52.1%	111,561
Vehicle/Equipment Expenses	130,800	73,693	(57,107)	56.3%	130,200	108,848	83.6%	142,221
Program Services	28,000	22,698	(5,302)	81.1%	25,000	15,889	63.6%	20,962
Transfers to Own Funds	602,400	602,400	0	100.0%	608,000	608,000	100.0%	608,000
Expenditures	3,483,000	2,645,474	(837,526)	76.0%	3,092,400	2,464,429	79.7%	3,056,055
Other Revenues	(10,000)	(5,465)	4,535	54.7%	(10,000)	(7,326)	73.3%	(9,207)
Fire	3,473,000	2,640,009	(832,991)	76.0%	3,082,400	2,457,103	79.7%	3,046,848
<u>Police / Dispatch</u>								
Wages/Benefits	7,142,300	5,666,800	(1,475,500)	79.3%	6,837,200	5,753,719	84.2%	6,982,392
Administrative Expenses	194,300	141,361	(52,939)	72.8%	171,200	159,778	93.3%	184,656
Personnel Expenses	134,400	99,057	(35,343)	73.7%	114,500	177,037	154.6%	188,674
Facility Expenses	153,000	122,521	(30,480)	80.1%	155,000	128,472	82.9%	174,297
Vehicle/Equipment Expenses	134,100	116,741	(17,359)	87.1%	136,100	109,129	80.2%	136,091
Program Services	135,800	72,378	(63,422)	53.3%	137,000	142,586	104.1%	184,721
Transfers to Own Funds	45,000	0	(45,000)	0.0%	80,000	87,914	109.9%	96,901
Expenditures	7,938,900	6,218,858	(1,720,042)	78.3%	7,631,000	6,558,636	86.0%	7,947,732
Grants	(61,000)	(62,583)	(1,583)	102.6%	(73,600)	(94,888)	128.9%	(107,909)
Contributions from Own Funds	0	0	0	100.0%	0	0	100.0%	0
Other Revenues	(140,000)	(89,814)	50,186	64.2%	(260,500)	(281,414)	108.0%	(342,561)
Police / Dispatch	7,737,900	6,066,461	(1,671,439)	78.4%	7,296,900	6,182,333	84.7%	7,497,261
<u>Police Services Board</u>								
Wages/Benefits	26,400	22,944	(3,456)	86.9%	26,000	21,610	83.1%	25,358
Administrative Expenses	19,000	4,335	(14,665)	22.8%	19,100	4,570	23.9%	12,421
Personnel Expenses	7,900	3,099	(4,801)	39.2%	8,200	2,984	36.4%	2,984
Program Services	1,000	0	(1,000)	0.0%	1,000	80	8.0%	80
Expenditures	54,300	30,379	(23,921)	56.0%	54,300	29,245	53.9%	40,843
Other Revenues	0	0	0	100.0%	0	0	100.0%	0
Police Services Board	54,300	30,379	(23,921)	56.0%	54,300	29,245	53.9%	40,843
<u>Conservation Authority</u>								
Program Services	289,000	294,072	5,072	101.8%	275,000	274,133	99.7%	274,133
<u>Protective Inspection & Control</u>								
Program Services	42,400	18,112	(24,288)	42.7%	41,400	42,810	103.4%	50,877
Other Revenues	(20,000)	(17,328)	2,672	86.6%	(20,000)	(21,485)	107.4%	(21,377)
Protective Inspection & Control	22,400	784	(21,616)	3.5%	21,400	21,325	99.7%	29,500
<u>Emergency Measures</u>								
Program Services	51,000	312,953	261,953	613.6%	31,000	72,920	235.2%	137,986
<u>Public Works Summary</u>								
Wages/Benefits	6,431,000	4,639,745	(1,791,255)	72.2%	6,207,500	4,821,946	77.7%	5,965,982
Long Term Debt	412,000	411,953	(47)	100.0%	412,000	411,953	100.0%	411,953
Administrative Expenses	387,100	332,035	(55,065)	85.8%	366,800	337,813	92.1%	361,609
Personnel Expenses	135,000	58,244	(76,756)	43.1%	128,000	101,754	79.5%	133,921
Facility Expenses	1,986,900	1,163,799	(823,101)	58.6%	1,935,900	1,320,364	68.2%	1,733,156
Vehicle/Equipment Expenses	708,000	512,367	(195,633)	72.4%	652,900	603,141	92.4%	742,081
Program Services	6,453,100	5,007,893	(1,445,207)	77.6%	6,160,300	4,876,313	79.2%	5,984,851
Transfers to Own Funds	3,378,300	242,642	(3,135,658)	7.2%	3,116,900	242,467	7.8%	3,355,607
Expenditures	19,891,400	12,368,680	(7,522,720)	62.2%	18,980,300	12,715,751	67.0%	18,689,160
Contributions from Own Funds	(412,000)	(411,953)	47	100.0%	(412,000)	(411,953)	100.0%	(411,953)
Other Revenues	(10,945,700)	(9,146,439)	1,799,261	83.6%	(10,390,700)	(8,287,755)	79.8%	(10,625,166)
Public Works Summary	8,533,700	2,810,287	(5,723,413)	32.9%	8,177,600	4,016,042	49.1%	7,652,041

**TOWN OF LASALLE
FINANCIAL STATEMENT
October 31, 2020**

APPENDIX A

	2020 Budget	2020 YTD Actual 31-Oct	\$ Variance Budget to Actual	2020 % Budget to Actual	2019 Budget	2019 YTD Actual 31-Oct	2019 % Budget to Actual	2019 YTD Actual 31-Dec
<u>Public Works Corporate</u>								
Wages/Benefits	1,210,600	962,687	(247,913)	79.5%	1,149,100	913,185	79.5%	1,100,319
Administrative Expenses	387,100	332,035	(55,065)	85.8%	366,800	337,813	92.1%	361,609
Personnel Expenses	135,000	58,244	(76,756)	43.1%	128,000	101,754	79.5%	133,921
Expenditures	1,732,700	1,352,966	(379,734)	0.0%	1,643,900	1,352,752	45.1%	1,595,849
Other Revenues	(1,032,200)	(851,792)	180,408	82.5%	(1,013,200)	(840,714)	83.0%	(1,005,838)
Public Works Corporate	700,500	501,174	(199,326)	71.6%	630,700	512,038	81.2%	590,012
<u>Roads/Drainage</u>								
Wages/Benefits	673,600	674,664	1,064	100.2%	644,600	639,330	99.2%	809,197
Vehicle/Equipment Expenses	34,000	4,433	(29,567)	13.0%	34,000	20,661	60.8%	20,598
Program Services	636,800	474,748	(162,052)	74.6%	611,800	391,007	63.9%	427,072
Expenditures	1,344,400	1,153,845	(190,555)	85.8%	1,290,400	1,050,997	81.5%	1,256,866
Other Revenues	0	0	0	100.0%	0	(5,979)	0.0%	(16,071)
Roads/Drainage	1,344,400	1,153,845	(190,555)	85.8%	1,290,400	1,045,017	81.0%	1,240,795
<u>Drainage</u>								
Wages/Benefits	441,600	246,030	(195,570)	55.7%	434,100	317,923	73.2%	381,568
Expenditures	441,600	246,030	(195,570)	55.7%	434,100	317,923	73.2%	381,568
Drainage	441,600	246,030	(195,570)	55.7%	434,100	317,923	73.2%	381,568
<u>Storm Sewers</u>								
Wages/Benefits	120,000	84,691	(35,309)	70.6%	118,000	85,722	72.7%	106,572
Program Services	20,000	13,046	(6,954)	65.2%	20,000	14,027	70.1%	14,482
Expenditures	140,000	97,737	(42,263)	69.8%	138,000	99,750	72.3%	121,054
Storm Sewers	140,000	97,737	(42,263)	69.8%	138,000	99,750	72.3%	121,054
<u>Facilities & Fleet</u>								
Wages/Benefits	1,691,200	1,168,294	(522,906)	69.1%	1,647,900	1,262,496	76.6%	1,603,542
Facility Expenses	1,986,900	1,163,799	(823,101)	58.6%	1,935,900	1,320,364	68.2%	1,733,156
Vehicle/Equipment Expenses	630,500	498,363	(132,137)	79.0%	575,400	560,208	97.4%	689,701
Transfer to Own Funds	223,700	242,642	18,942	108.5%	223,700	242,467	108.4%	245,607
Expenditures	4,532,300	3,073,099	(1,459,201)	67.8%	4,382,900	3,385,534	77.2%	4,272,007
Other Revenues	(50,000)	(34,375)	15,626	68.8%	(50,000)	(43,011)	86.0%	(58,540)
Facilities & Fleet	4,482,300	3,038,725	(1,443,575)	67.8%	4,332,900	3,342,523	77.1%	4,213,467
<u>Parks</u>								
Wages/Benefits	946,200	563,376	(382,824)	59.5%	914,300	654,725	71.6%	775,210
Vehicle/Equipment Expenses	15,500	1,907	(13,593)	12.3%	15,500	7,226	46.6%	11,927
Program Services	501,200	237,357	(263,843)	47.4%	459,700	286,183	62.3%	371,907
Expenditures	1,462,900	802,640	(660,260)	54.9%	1,389,500	948,134	68.2%	1,159,044
Other Revenues	(38,000)	(35,960)	2,040	94.6%	(38,000)	(46,259)	121.7%	(50,082)
Parks	1,424,900	766,679	(658,221)	53.8%	1,351,500	901,875	66.7%	1,108,961
<u>Water</u>								
Wages/Benefits	1,043,100	703,980	(339,120)	67.5%	1,009,300	707,085	70.1%	890,115
Vehicle/Equipment Expenses	20,000	5,069	(14,931)	25.3%	20,000	8,467	42.3%	12,651
Program Services	3,117,000	2,465,551	(651,449)	79.1%	2,952,900	2,487,409	84.2%	3,062,426
Transfers to Own Funds	1,681,900	0	(1,681,900)	0.0%	1,574,800	0	0.0%	1,730,000
Expenditures	5,862,000	3,174,600	(2,687,400)	54.2%	5,557,000	3,202,961	57.6%	5,695,191
Consumption/Base Rate Revenues	(5,746,000)	(4,866,684)	879,316	84.7%	(5,441,000)	(4,311,757)	79.3%	(5,537,239)
Other Revenues	(116,000)	(100,554)	15,446	86.7%	(116,000)	(123,647)	106.6%	(158,407)
Water	0	(1,792,638)	(1,792,638)	100.0%	0	(1,232,443)	100.0%	(454)
<u>Wastewater</u>								
Wages/Benefits	304,700	236,023	(68,677)	77.5%	290,200	241,481	83.2%	299,458
Long Term Debt Charges	412,000	411,953	(47)	100.0%	412,000	411,953	100.0%	411,953
Vehicle/Equipment Expenses	8,000	2,596	(5,404)	32.5%	8,000	6,578	82.2%	7,204
Program Services	2,178,100	1,817,191	(360,909)	83.4%	2,115,900	1,697,687	80.2%	2,108,965
Transfers to Own Funds	1,472,700	0	(1,472,700)	0.0%	1,318,400	0	0.0%	1,380,000
Expenditures	4,375,500	2,467,763	(1,907,737)	56.4%	4,144,500	2,357,700	56.9%	4,207,581
Contributions from Own Funds	(412,000)	(411,953)	47	100.0%	(412,000)	(411,953)	100.0%	(411,953)
Consumption/Base Rate Revenues	(3,944,000)	(3,234,598)	709,403	82.0%	(3,713,000)	(2,892,507)	77.9%	(3,767,591)
Other Revenues	(19,500)	(22,477)	(2,977)	115.3%	(19,500)	(23,881)	122.5%	(31,398)
Wastewater	0	(1,201,265)	(1,201,265)	100.0%	0	(970,641)	100.0%	(3,362)
<u>Winter Control</u>								
Program Services	200,000	264,764	64,764	132.4%	200,000	358,430	179.2%	212,262

**TOWN OF LASALLE
FINANCIAL STATEMENT
October 31, 2020**

	2020 Budget	2020 YTD Actual 31-Oct	\$ Variance Budget to Actual	2020 % Budget to Actual	2019 Budget	2019 YTD Actual 31-Oct	2019 % Budget to Actual	2019 YTD Actual 31-Dec
<u>Traffic Control</u>								
Program Services	67,000	49,945	(17,055)	74.5%	72,000	59,857	83.1%	69,524
<u>Handi-Transit</u>								
Program Services	45,000	18,251	(26,749)	40.6%	55,000	31,547	57.4%	42,823
<u>LaSalle Transit</u>								
Program Services	496,200	219,814	(276,386)	44.3%	480,200	318,452	66.3%	471,347
Transfers to Own Funds	0	0	0	100.0%	0	0	100.0%	0
Expenditures	496,200	219,814	(276,386)	44.3%	480,200	318,452	66.3%	471,347
Grants	0	0	0	100.0%	0	0	100.0%	0
Contributions from Own Funds	(251,000)	0	251,000	0.0%	(251,000)	0	0.0%	(251,000)
Other Revenues	(64,500)	(14,315)	50,185	22.2%	(64,500)	(39,390)	61.1%	(53,794)
LaSalle Transit	180,700	205,499	24,799	113.7%	164,700	279,062	169.4%	166,553
<u>Street Lighting</u>								
Program Services	260,000	235,231	(24,769)	90.5%	260,000	174,549	67.1%	241,999
<u>Crossing Guards</u>								
Wages/Benefits	96,800	29,640	(67,160)	30.6%	87,800	67,164	76.5%	87,575
Administrative Expenses	800	710	(90)	88.8%	700	751	107.2%	751
Program Services	1,000	173	(827)	17.3%	1,000	3,072	307.2%	3,641
Crossing Guards	98,600	30,524	(68,076)	31.0%	89,500	70,987	79.3%	91,967
<u>Garbage Collection</u>								
Program Services	663,000	607,088	(55,912)	91.6%	646,000	531,703	82.3%	646,115
<u>Garbage Disposal</u>								
Program Services	1,012,000	783,240	(228,760)	77.4%	970,000	726,803	74.9%	984,973
<u>Culture & Recreation Summary</u>								
Wages/Benefits	2,222,600	1,046,266	(1,176,334)	47.1%	2,190,700	1,661,815	75.9%	2,032,669
Administrative Expenses	54,200	41,755	(12,445)	77.0%	51,700	51,829	100.3%	56,022
Personnel Expenses	36,100	9,534	(26,566)	26.4%	36,100	29,274	81.1%	39,158
Vehicle/Equipment Expenses	7,500	5,330	(2,170)	71.1%	7,500	4,166	55.6%	11,430
Program Services	298,600	90,756	(207,844)	30.4%	296,100	420,948	142.2%	519,848
Transfers to Own Funds	215,000	179,191	(35,809)	83.3%	215,000	195,441	90.9%	208,381
Expenditures	2,834,000	1,372,832	(1,461,168)	48.4%	2,797,100	2,363,474	84.5%	2,867,509
Contributions from Own Funds	0	0	0	100.0%	0	0	100.0%	(60,000)
Grants	0	0	0	100.0%	0	0	100.0%	(70,000)
Other Revenues	(2,543,200)	(735,477)	1,807,723	28.9%	(2,545,800)	(2,264,050)	88.9%	(2,635,120)
Culture & Recreation Summary	290,800	637,355	346,555	219.2%	251,300	99,423	39.6%	102,389
<u>Culture & Recreation Corporate</u>								
Wages/Benefits	1,072,100	700,016	(372,084)	65.3%	1,082,200	750,014	69.3%	929,731
Administrative Expenses	54,200	41,755	(12,445)	77.0%	51,700	51,829	100.3%	56,022
Personnel Expenses	36,100	9,534	(26,566)	26.4%	36,100	29,274	81.1%	39,158
Vehicle/Program Expenses	7,500	5,330	(2,170)	71.1%	7,500	2,824	37.7%	10,087
Program Services	69,200	11,683	(57,517)	16.9%	64,200	54,711	85.2%	66,180
Transfers to Own Funds	175,000	139,191	(35,809)	79.5%	175,000	155,441	88.8%	168,381
Expenditures	1,414,100	907,509	(506,591)	64.2%	1,416,700	1,044,093	73.7%	1,269,560
Grants	0	0	0	100.0%	0	0	100.0%	0
Other Revenues	(84,900)	(21,341)	63,559	25.1%	(84,900)	(69,096)	81.4%	(84,698)
Culture & Recreation Corporate	1,329,200	886,168	(443,032)	66.7%	1,331,800	974,997	73.2%	1,184,862

	2020 Budget	2020 YTD Actual 31-Oct	\$ Variance Budget to Actual	2020 % Budget to Actual	2019 Budget	2019 YTD Actual 31-Oct	2019 % Budget to Actual	2019 YTD Actual 31-Dec
<u>Culture & Recreation Community Programs</u>								
Wages/Benefits	312,000	67,105	(244,895)	21.5%	308,100	266,297	86.4%	288,542
Program Services	40,900	2,999	(37,901)	7.3%	33,400	45,569	136.4%	50,786
Expenditures	352,900	70,105	(282,795)	19.9%	341,500	311,866	91.3%	339,328
Other Revenues	(422,500)	(46,989)	375,511	11.1%	(422,500)	(390,245)	92.4%	(396,885)
Culture & Recreation Community Programs	(69,600)	23,116	92,716	-33.2%	(81,000)	(78,379)	96.8%	(57,557)
<u>Culture & Recreation Culture & Events</u>								
Program Services	50,000	36,487	(13,513)	73.0%	50,000	231,577	463.2%	266,157
Grants	0	0	0	100.0%	0	0	100.0%	(70,000)
Contribution from Own Funds	0	0	0	100.0%	0	0	100.0%	(60,000)
Other Revenues	(15,000)	(3,677)	11,323	24.5%	(15,000)	(87,918)	586.1%	(90,979)
Culture & Recreation Culture & Events	35,000	32,810	(2,190)	93.7%	35,000	143,660	410.5%	45,178
<u>Culture & Recreation Hospitality</u>								
Wages/Benefits	93,700	17,212	(76,488)	18.4%	101,700	61,878	60.8%	77,633
Program Services	83,500	21,240	(62,260)	25.4%	93,500	59,817	64.0%	85,660
Expenditures	177,200	38,452	(138,748)	21.7%	195,200	121,695	62.3%	163,293
Other Revenues	(226,000)	(66,306)	159,694	29.3%	(244,000)	(166,559)	68.3%	(217,140)
Culture & Recreation Hospitality	(48,800)	(27,854)	20,946	57.1%	(48,800)	(44,864)	91.9%	(53,847)
<u>VRC Arenas</u>								
Other Revenues	(833,300)	(352,135)	481,165	42.3%	(810,800)	(664,738)	82.0%	(872,152)
VRC Arenas	(833,300)	(352,135)	481,165	42.3%	(810,800)	(664,738)	82.0%	(872,152)
<u>VRC Aquatic Centre</u>								
Wages/Benefits	512,300	159,726	(352,574)	31.2%	471,600	375,790	79.7%	490,450
Vehicle/Equipment Expenses	0	0	0	100.0%	0	1,342	100.0%	1,342
Program Services	50,000	17,850	(32,150)	35.7%	50,000	23,600	47.2%	45,395
Expenditures	562,300	177,576	(384,724)	31.6%	521,600	400,732	76.8%	537,187
Other Revenues	(578,000)	(145,978)	432,022	25.3%	(585,000)	(568,996)	97.3%	(589,154)
VRC Aquatic Centre	(15,700)	31,598	47,298	-201.3%	(63,400)	(168,264)	265.4%	(51,967)
<u>VRC Fitness Centre</u>								
Wages/Benefits	192,300	102,208	(90,092)	53.2%	189,700	163,481	86.2%	201,957
Program Services	5,000	496	(4,504)	9.9%	5,000	5,673	113.5%	5,671
Transfers to Own Funds	40,000	40,000	0	100.0%	40,000	40,000	100.0%	40,000
Expenditures	237,300	142,704	(94,596)	60.1%	234,700	209,154	89.1%	247,628
Grants	0	0	0	100.0%	0	0	100.0%	0
Other Revenues	(343,300)	(99,052)	244,248	28.9%	(343,400)	(289,174)	84.2%	(356,790)
Revenues	(343,300)	(99,052)	244,248	28.9%	(343,400)	(289,174)	84.2%	(356,790)
VRC Fitness Centre	(106,000)	43,652	149,652	-41.2%	(108,700)	(80,020)	73.6%	(109,162)
<u>LaSalle Outdoor Pool</u>								
Wages/Benefits	40,200	0	(40,200)	0.0%	37,400	44,356	118.6%	44,356
Program Services	0	0	0	100.0%	0	0	100.0%	0
Expenditures	40,200	0	(40,200)	0.0%	37,400	44,356	118.6%	44,356
Other Revenues	(40,200)	0	40,200	0.0%	(40,200)	(27,323)	68.0%	(27,323)
LaSalle Outdoor Pool	0	0	0	100.0%	(2,800)	17,032	-608.3%	17,032
<u>Development & Strategic Initiatives</u>								
Wages/Benefits	573,200	486,854	(86,346)	84.9%	564,600	468,795	83.0%	560,689
Administrative Expenses	20,300	13,135	(7,165)	64.7%	20,300	11,939	58.8%	21,182
Personnel Expenses	11,200	3,580	(7,620)	32.0%	9,200	9,209	100.1%	10,076
Program Services	23,400	3,875	(19,525)	16.6%	23,400	9,878	42.2%	14,504
Transfers to Own Funds	38,000	38,000	0	100.0%	38,000	38,000	100.0%	38,000
Expenditures	666,100	545,444	(120,656)	81.9%	655,500	537,822	82.1%	644,451
Grants	0	0	0	100.0%	0	0	100.0%	0
Other Revenues	(52,500)	(39,400)	13,100	75.1%	(50,500)	(75,050)	148.6%	(93,200)
Development & Strategic Initiatives	613,600	506,044	(107,556)	82.5%	605,000	462,772	76.5%	551,251

TOWN OF LASALLE
FINANCIAL STATEMENT
October 31, 2020

	2020 Budget	2020 YTD Actual 31-Oct	\$ Variance Budget to Actual	2020 % Budget to Actual	2019 Budget	2019 YTD Actual 31-Oct	2019 % Budget to Actual	2019 YTD Actual 31-Dec
<u>Building Division</u>								
Wages/Benefits	464,700	258,023	(206,677)	55.5%	452,300	194,606	43.0%	245,741
Administrative Expenses	4,600	2,215	(2,385)	48.2%	4,600	2,585	56.2%	3,260
Personnel Expenses	14,300	4,333	(9,967)	30.3%	10,700	7,673	71.7%	9,038
Program Services	183,300	268,274	84,974	146.4%	180,000	288,920	160.5%	355,317
Transfers to Own Funds	0	299,967	299,967	100.0%	0	340,869	100.0%	283,238
Expenditures	666,900	832,812	165,912	124.9%	647,600	834,653	128.9%	896,594
Contributions from Own Funds	(49,900)	0	49,900	0.0%	(80,600)	0	0.0%	0
Other Revenues	(617,000)	(832,812)	(215,812)	135.0%	(567,000)	(834,653)	147.2%	(896,594)
Building Division	0	0	0	100.0%	0	0	100.0%	0
 Expenditures	 41,431,500	 28,214,127	 (13,217,373)	 68.1%	 38,434,900	 28,617,062	 74.5%	 41,278,315
 T o t a l	 \$ -	 \$ (13,662,927)	 \$ (13,662,927)	 100.0%	 \$ -	 \$ (11,207,507)	 100.0%	 \$ (96,265)
 General Fund	 \$ -	 \$ (10,669,025)	 \$ (10,669,025)	 100.0%	 \$ -	 \$ (9,004,423)	 100.0%	 \$ (92,449)
Water Fund	\$ -	\$ (1,792,638)	\$ (1,792,638)	100.0%	\$ -	\$ (1,232,443)	100.0%	\$ (454)
Wastewater Fund	\$ -	\$ (1,201,265)	\$ (1,201,265)	100.0%	\$ -	\$ (970,641)	100.0%	\$ (3,362)

TOWN OF LASALLE
CAPITAL FUND ANALYSIS
OCTOBER 31, 2020

Project	Description	Funding Status, Dec 31, 2019	Capital Expenses	Operating Expenses	Contribution - Reserves/ Reserve Fund	Contribution - Deferred Revenue	Contribution - Grant/Debt	Contribution - Other	Funding Status, October 31, 2020
700000 Finance & Admin, Other		\$ (48,783)	\$ 4,580,920	\$ 333,822	\$ (250,007)	\$ (10,000)	\$ (75,000)	\$ (4,661,037)	(130,084)
20001	Front Road Master Plan	-	-	-	-	-	-	-	-
20002	Annual IT Capital Allocation	-	86,449	22,208	(108,657)	-	-	-	-
20003	Vollmer Speaker System - Phase B	-	18,023	-	(18,023)	-	-	-	-
20004	Drone	-	43,077	-	(43,077)	-	-	-	-
20005	Small Coast Riverfront Experience	-	4,416,845	155,162	-	-	-	(4,558,864)	13,143
20006	Cyber Security Assessment	-	-	59,533	-	-	(75,000)	-	(15,467)
20007	Regional Relief and Recovery Fund Grant	-	-	16,670	-	-	-	(102,173)	(85,503)
20008	Land Acquisitions	-	10,000	-	-	(10,000)	-	-	-
20009	Energy Initiatives	-	-	-	-	-	-	-	-
99000	Town Hall Office Improvements	264	6,526	-	-	-	-	-	6,789
99001	Town Hall Parking Lot Expansion	(49,047)	-	-	-	-	-	-	(49,047)
99002	Strategic Plan	-	-	18,847	(18,847)	-	-	-	-
99003	Highway 401 Gateway Signs	-	-	1,041	(1,041)	-	-	-	-
99004	Comprehensive Zoning Bylaw	-	-	19,819	(19,819)	-	-	-	-
99005	Development Charge Study	-	-	40,543	(40,543)	-	-	-	-
710000 Fire		\$ -	\$ 1,153,759	\$ 13,114	\$ (1,162,354)	\$ -	\$ -	\$ (4,520)	-
20100	Command Vehicle	-	53,280	-	(48,760)	-	-	(4,520)	-
20101	SCBA	-	275,811	-	(275,811)	-	-	-	-
20102	Mobile Fire Unit Payment	-	-	-	-	-	-	-	-
20103	Fire Minor Capital	-	-	-	-	-	-	-	-
99101	Pumper Truck Replacement	-	778,897	-	(778,897)	-	-	-	-
99102	Heavy Rescue Tools	-	45,772	-	(45,772)	-	-	-	-
99103	Interior Painting	-	-	-	-	-	-	-	-
99104	Fire Dept Storage	-	-	-	-	-	-	-	-
99105	Radio Communications Study	-	-	5,292	(5,292)	-	-	-	-
99106	Fire Floor Repairs	-	-	7,823	(7,823)	-	-	-	-
720000 Police		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
20200	Patrol Vehicle Replacement	-	-	-	-	-	-	-	-
730000 Parks		\$ (44,133)	\$ 174,951	\$ 29,821	\$ (204,772)	\$ -	\$ -	\$ -	(44,133)
20300	Playground Accessibility Modifications	-	-	-	-	-	-	-	-
20301	Boat Ramp Annual Maintenance	-	-	-	-	-	-	-	-
20302	St. Clair Park Improvements	-	-	-	-	-	-	-	-
20303	Picnic Tables	-	-	-	-	-	-	-	-
20304	Christmas Lights Expansion Phase 3 of 10	-	-	10,053	(10,053)	-	-	-	-
20305	Front Road Flower Baskets (phase 3 of 3)	-	-	4,787	(4,787)	-	-	-	-
20306	Skate Board Park Repairs	-	-	14,981	(14,981)	-	-	-	-
20307	Vince Jenner Park-Tennis Court Repairs	-	-	-	-	-	-	-	-
20308	Vollmer Power and Water Upgrades (Outdoor)	-	174,951	-	(174,951)	-	-	-	-
20309	Environmental Initiatives-Parks	-	-	-	-	-	-	-	-
99300	Accessible Community Programs	(44,133)	-	-	-	-	-	-	(44,133)
99301	Vollmer Storm Water Mgt Pond Dock	-	-	-	-	-	-	-	-
740000 Fleet & Facilities		\$ (40,870)	\$ 1,355,569	\$ 86,404	\$ (1,197,902)	\$ -	\$ -	\$ -	(40,870)
20400	Vollmer Interior Improvements	-	40,567	48,947	(89,515)	-	-	-	-
20401	Vehicle Charging Station - VRC	-	-	-	-	-	-	-	-

TOWN OF LASALLE
CAPITAL FUND ANALYSIS
OCTOBER 31, 2020

Project	Description	Funding Status, Dec 31, 2019	Capital Expenses	Operating Expenses	Contribution - Reserves/ Reserve Fund	Contribution - Deferred Revenue	Contribution - Grant/Debt	Contribution - Other	Funding Status, October 31, 2020
20402	Outdoor Pool Maintenance	-	-	972	(972)	-	-	-	-
20403	Town Hall Sidewalk Connections	-	-	-	-	-	-	-	-
20404	Water Bottle Fill Stations	-	-	7,626	(7,626)	-	-	-	-
20405	Washroom Modifications	-	-	-	-	-	-	-	-
20406	Accessible Washroom Conversions	-	-	-	-	-	-	-	-
20407	Riverdance Facility Acoustic Dampening	-	-	7,266	(7,266)	-	-	-	-
20408	Sharps Collector/Container Program	-	-	-	-	-	-	-	-
20409	Environmental Initiatives-Indoor Facilities	-	-	-	-	-	-	-	-
20410	Town Hall Painting	-	-	-	-	-	-	-	-
20411	Brillion Seeder-Parks	-	-	-	-	-	-	-	-
20412	Golf Cart-Parks	-	-	-	-	-	-	-	-
20413	Wood Chipper-Roads	-	55,190	-	(55,190)	-	-	-	-
20414	2020 Fleet Vehicle Replacements	-	113,936	-	(113,936)	-	-	-	-
20415	Zamboni	-	-	-	-	-	-	-	-
20416	Light Tower & Generator	-	34,947	-	(34,947)	-	-	-	-
20417	Automatic Sandbag Filling Machine	-	39,185	-	(39,185)	-	-	-	-
20418	A-Frame Hoist	-	-	-	-	-	-	-	-
99400	Pool Liner Repairs	-	-	21,593	(21,593)	-	-	-	-
99401	Vollmer Rear Gate	-	40,009	-	(40,009)	-	-	-	-
99402	Vollmer Access Control Upgrade	-	5,785	-	(5,785)	-	-	-	-
99403	Natatorium HVAC Upgrade	-	781,877	-	(781,877)	-	-	-	-
99405	Riverdance Property	(40,870)	-	-	-	-	-	-	(40,870)
99406	Roads Snow Plow Replacement 2007 International	-	244,071	-	(244,071)	-	-	-	-
750000 Roads		\$ 658,335	\$ 1,459,333	\$ 112,503	\$ (248,237)	\$ (206,808)	\$ -	\$ (167,276)	1,607,850
20500	Malden Road Detail Design	-	-	-	-	-	-	-	-
20501	Turkey Creek Bridge-Matchette Rd Detail Design	-	3,738	-	(3,738)	-	-	-	-
20502	Traffic Calming	-	-	-	-	-	-	-	-
20503	2020 Mill and Pave Annual Allocation	-	897,477	2,413	-	-	-	-	899,890
20504	Morton/Front Rd Traffic Signal Rehabilitation	-	-	-	-	-	-	-	-
20505	Traffic Signal Repair/Maintenance	-	-	-	-	-	-	-	-
99500	Turkey Creek and Front Rd Bridge (Town Portion)	448,247	282,918	2,412	-	-	-	(118,750)	614,827
99501	Malden Road EA (Town Portion)	47,985	-	93,674	-	-	-	(48,526)	93,133
99502	Transportation Master Plan	145,923	-	2,423	(148,347)	-	-	-	-
99503	Ellis Street Development	16,180	-	10,787	(26,966)	-	-	-	-
99504	Judy Recker Road Improvements	-	69,187	-	(69,187)	-	-	-	-
99505	2019 Mill & Pave Annual Allocation	-	206,014	794	-	(206,808)	-	-	-
760000 Water/Wastewater		\$ 7,499,236	\$ 4,206,808	\$ 352,310	\$ (3,969,798)	\$ (3,639,691)	\$ (528,155)	\$ (83,036)	3,837,675
20600	Heritage Est Stormwater Improvements	3,808,368	815,784	-	(3,940,379)	(86,000)	-	-	597,773
20601	DMAP	-	-	-	-	-	-	-	-
20602	Watermain Replacement	-	29,420	-	(29,420)	-	-	-	-
20604	Wastewater Annual Allocation	-	-	-	-	-	-	-	-
20605	High Volume 100mm Electric Pump	-	17,090	-	-	(17,090)	-	-	-
20606	Dilapidated Culverts	-	-	6,430	-	-	-	(8,586)	(2,156)
99600	Howard/Bouffard Drainage	778,647	102,393	54,429	-	-	-	-	935,468
99601	Bouffard/Disputed EA/Transportation Study	-	-	-	-	-	-	-	-

TOWN OF LASALLE
CAPITAL FUND ANALYSIS
OCTOBER 31, 2020

Project	Description	Funding Status, Dec 31, 2019	Capital Expenses	Operating Expenses	Contribution - Reserves/ Reserve Fund	Contribution - Deferred Revenue	Contribution - Grant/Debt	Contribution - Other	Funding Status, October 31, 2020
99602	Lou Romano Sewage Treatment Capacity	1,807,418	-	-	-	-	-	-	1,807,418
99603	Canard Watermain	-	-	-	-	-	-	-	-
99604	Herb Gray Parkway Drainage Reports	-	-	64,678	-	-	-	(64,678)	-
99605	Front Road Watermain	-	2,917,358	2,549	-	(2,910,135)	-	(9,772)	-
99606	Drinking Water System Initiative	-	-	8,647	-	(8,647)	-	-	-
99607	Water Model Update/Master Plan	-	-	39,678	-	(39,678)	-	-	-
99608	Pumping Station 1 Structure Repairs (CWWF)	778,676	50,358	-	-	(300,879)	(528,155)	-	-
99609	Pumping Stations-Other Maintenance	-	202,807	-	-	(202,807)	-	-	-
99610	Sewage Capacity Review	-	6,106	68,350	-	(74,455)	-	-	-
99611	Manhole Rain Catchers	-	-	-	-	-	-	-	-
99612	Chappus Drain	28,660	-	-	-	-	-	-	28,660
99613	Besette Drain	33,485	-	26,533	-	-	-	-	60,018
99614	Lepain Drain	67,556	-	-	-	-	-	-	67,556
99615	West Branch Cahill Drain	18,531	-	-	-	-	-	-	18,531
99616	St. Michael's Drain	35,350	-	30,041	-	-	-	-	65,390
99617	Fourth Concession Drain	79,080	-	31,415	-	-	-	-	110,494
99618	Burke Drain	22,413	-	599	-	-	-	-	23,012
99619	Howard Avenue Drain	2,113	-	-	-	-	-	-	2,113
99620	Fourth Concession Branch Drain (Garlatti)	3,967	-	18,963	-	-	-	-	22,930
99621	Third Concession Drain	1,877	-	-	-	-	-	-	1,877
99623	Howard Industrial Park (Internal Servicing)	33,096	-	-	-	-	-	-	33,096
99624	Oliver Farms Stormwater Improvements	-	65,493	-	-	-	-	-	65,493
770000 PW Other		\$ (32,832)	\$ 107,806	\$ 125,918	\$ (107,806)	\$ (86,786)	\$ (39,132)	\$ -	(32,832)
20700	Pedestrian Safety Annual Allocation	-	107,806	-	(107,806)	-	-	-	-
20701	Shelving Units	-	-	-	-	-	-	-	-
99700	Lasalle Transit Bus Payments	-	-	125,918	-	(86,786)	(39,132)	-	-
99701	Bus Shelters	(32,832)	-	-	-	-	-	-	(32,832)
Grand total		\$ 7,990,953	\$ 13,039,146	\$ 1,053,893	\$ (7,384,947)	\$ (3,943,284)	\$ (642,287)	\$ (4,915,869)	5,197,605

TOWN OF LASALLE
RESERVES & RESERVE FUNDS SCHEDULE
OCTOBER 31, 2020

	Balance December 31, 2019	Contr- General Fund	Contr- Reserves/ Res Fund	Contr- Deferred Revenue	Contr- Other/ Developers	Interest	Transfer- General Fund	Transfer- Capital Fund	Transfer- Reserves/ Res Fund	Transfer- Other	Balance October 31, 2020
<u>Reserves</u>											
Green Space/Woodlot	421,678		-		11,658				-	(1,107)	432,229
Vehicle & Equipment	5,618,707	1,759,742			5,219			(1,906,840)		(1,364)	5,475,464
Infrastructure	17,730,690	3,246,000			1,935			(4,325,841)			16,652,783
Special Projects	1,867,218	155,000						(80,250)		(77,344)	1,864,624
Tax Stabilization	4,220,659	212,000									4,432,659
Working Capital	469,165				54,750				(6,027)	(11,250)	506,639
Recreation Complex	1,187,714	15,591						(1,072,016)			131,289
Reserves	\$ 31,515,831	\$ 5,388,334	\$ -	\$ -	\$ 73,561	\$ -	\$ -	\$ (7,384,947)	\$ (6,027)	\$ (91,065)	\$ 29,495,687
<u>Reserve Funds</u>											
Building Activity	107,919	299,967	6,027								413,912
Essex Power Equity	12,331,410										12,331,410
Reserve Funds	\$ 12,439,329	\$ 299,967	\$ 6,027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,745,322
Reserves/Reserve Funds	\$ 43,955,160	\$ 5,688,300	\$ 6,027	\$ -	\$ 73,561	\$ -	\$ -	\$ (7,384,947)	\$ (6,027)	\$ (91,065)	\$ 42,241,010

TOWN OF LASALLE
DEFERRED REVENUE FUND SCHEDULE
OCTOBER 31, 2020

	Balance December 31, 2019	Contr- General Fund	Contr- Reserves/ Res Fund	Contr- Deferred Revenue	Contr- Other/ Developers	Interest	Transfer- General Fund	Transfer- Capital Fund	Transfer- Reserves/ Res Fund	Transfer- Other	Balance October 31, 2020
<u>Deferred Revenue</u>											
Sewer Projects	2,912,916					37,401		(595,231)			2,355,086
Water Projects	6,407,809					118,144		(134,325)			6,391,628
Water Emergency	1,500,000										1,500,000
Land Development Charges	13,489,720				2,106,547	242,462	(411,953)				15,426,776
DC Projects (Non-Growth Related)	15,572,953	549,000				266,691		(10,000)			16,378,644
Federal Gas Tax	5,078,388	1,464,877				94,935		(2,910,135)			3,728,064
Provincial Gas Tax/Transit	255,398					1,166		(86,786)			169,779
OCIF-Formula Based	1,200,672	605,184				23,551	(40,000)	(206,808)			1,582,599
Deposits From Developers	2,662,350				341,669	46,563				(252,509)	2,798,073
Contributions From Developers	943,630				5,962	13,729				(700)	962,621
Parkland Dedication	439,855				12,000	7,657					459,512
Deferred Revenue	\$ 50,463,690	\$ 2,619,061	\$ -	\$ -	\$ 2,466,178	\$ 852,300	\$ (451,953)	\$ (3,943,284)	\$ -	\$ (253,209)	\$ 51,752,783

Schedule of Reports for Council November 24, 2020

Council Resolution or Member Question	Subject	Department	Report to Council	Comments
Deputy Mayor Meloche	Heritage Committee	Development & Strategic Initiatives	2021	Requested at the June 9, 2020 Regular Meeting of Council: That the report of the Director of Development & Strategic Initiatives dated May 29, 2020 (DS-15-2020) regarding a Municipal Heritage Committee BE RECEIVED; and that this report BE BROUGHT to Council in 2021 for consideration.
B2/2020	Pedestrian Safety Initiative	Public Works, Planning, Finance	November, 2020	Requested at the December 18, 2019 Budget Deliberations: Administration prepare a report for future consideration on how best to proceed with requests for sidewalk/pedestrian safety initiatives, and that priority list be created for future initiatives
Councillor Carrick	BIA for the Town of LaSalle	Administration	Budget 2021	At the July 14, 2020 Regular Meeting of Council, Councillor Carrick requests an Administrative Report be prepared regarding the establishment of a BIA for the Town of LaSalle
173/20	Connecting Links	Public Works	December, 2020	At the July 14, 2020 Regular Meeting of Council: "That Council AUTHORIZE administration to prepare a subsequent report outlining the Town's position on the remaining County roads traversing through Town."

Schedule of Reports for Council November 24, 2020

286/20	Meo Boulevard Trail Construction	Public Works	January, 2021	At the October 27, 2020 Regular Meeting of Council: "That the report of the Director of Public Works and the Director of Development and Strategic Initiatives dated October 16, 2020 (PW-24-20) regarding the asphalt trail on Meo Boulevard BE REFERRED back to Administration and that an Administrative Report BE PREPARED to review on road bike lanes to achieve the same intended purpose of the original trail on Meo Boulevard."
285/20	Rainbow Crosswalks	Public Works	January, 2021	At the October 27, 2020 Regular Meeting of Council: "That the report of the Director of Public Works dated October 21, 2020 (PW-25- 20) regarding the installation of a Rainbow Crosswalk at the intersection of Normandy Road and Malden Road BE DEFFERED and that a policy BE IMPLEMENTED outlining procedures and processes and brought back to Council for consideration."

DEFERRED REPORTS THAT REQUIRE PUBLIC MEETINGS OR PUBLIC INPUT

Council Resolution or Member Question	Subject	Department	Report to Council	Comments
68/19	Discharge of Firearms on/ near waterways	Police	Public Meeting to be determined	Requested at the February 26, 2019 Regular Meeting of Council "That correspondence received from Deputy Chief Kevin Beaudoin, LaSalle Police Service, dated February 8, 2019 regarding the discharge of firearms within the Town of LaSalle BE RECEIVED for information and that a Public Meeting BE SCHEDULED to address this matter, and that affected parties BE NOTIFIED in advance of the Public Meeting."

Schedule of Reports for Council November 24, 2020

231/19	Vollmer Property Additional Entrance from Malden Road	Public Works	To be determined	Requested at the July 09, 2019 Regular Meeting of Council "That the report of the Director of Public Works dated July 2, 2019 (PW-21-19) regarding the existing entrance to the Vollmer property from Malden Road BE DEFERRED and that an Administrative Report BE PREPARED to provide Council with further details outlining possible options; and further that all affected property owners BE NOTIFIED when this matter appears before Council."
Mayor Bondy	LaSalle Police Service Electronic Sign	LaSalle Police Service	To be determined	At the January 28, 2020 Regular Meeting of Council, Mayor Bondy requests that Administration prepare a Report outlining the proposed electronic sign for the LaSalle Police Service.
Councillor Renaud	Cannabis Retail Licensing	Administration	To be determined	At the April 14, 2020 Regular Meeting of Council Councillor Renaud requests an update regarding cannabis retail licensing and shops within the Town and Canada, as well as changes in Provincial modeling for retail shops.
212/20	6150 Malden Road	Development & Strategic Initiatives	To be determined	At the August 25, 2020 Special Meeting of Council for Planning Act Matters "That the report of the Supervisor of Planning & Development Services, dated August 12, 2020 (DS-29-2020) regarding a request that has been submitted by 6150 Malden Inc. for the land located on the east side of Malden Road, south of Omira Street BE DEFERRED.

The Corporation of the Town of LaSalle

By-law Number 8491

By-Law to assume certain lands on Registered
Plan 1363 as Part of Villa Maria Boulevard

Whereas the Corporation of the Town of LaSalle (Corporation) is the owner of Lot 179 Plan 1363 Sandwich West, Part Lot 180, 343-344 Plan 1363 Sandwich West, Part Block 1363 Sandwich West (Part Alley Closed by R683979) as in R1275333;

And whereas the Council of the Corporation deems it expedient to assume the said lands as part of Villa Maria Boulevard;

Now therefore the Council of the Corporation of the Town of LaSalle hereby enacts as follows:

1. That Lot 179 Plan 1363 Sandwich West, Part Lot 180, 343-344 Plan 1363 Sandwich West, Part Block 1363 Sandwich West (Part Alley Closed by R683979) as in R1275333 in the Town of LaSalle, County of Essex, be and the same are hereby assumed as public highway and shall become known as "Villa Maria Boulevard".
2. That the Mayor and the Deputy Clerk be and the same are hereby authorized to execute the said Agreement on behalf of the Corporation for the Town of LaSalle and affix the Corporate seal thereto, as well as any and all other documents necessary to give effect to this By-law.
3. This By-law shall come into force and take effect on the final passing thereof.

Read a first and second time and finally passed this 24th day of November, 2020.

1st Reading – November 24, 2020

Mayor

2nd Reading – November 24, 2020

3rd Reading – November 24, 2020

Deputy Clerk

The Corporation of the Town of LaSalle

By-law Number 8492

By-Law to authorize the execution of an
Encroachment Agreement with Andreas
Papas and The Corporation of the Town
of LaSalle

Whereas Andreas Papas has applied to the Corporation of the Town of LaSalle for permission to continue encroachment onto a portion of Villa Maria Boulevard, Registered Plan 1363;

And whereas it is deemed expedient to grant this request on certain terms and conditions;

Now therefore the Council of the Corporation of the Town of LaSalle hereby enacts as follows:

1. That permission be granted to Andreas Papas to maintain a portion of Villa Maria Boulevard for an existing concrete driveway, subject to the execution of an Agreement with regard to the said encroachment, a copy of which Agreement is attached hereto and forms part of this By-law.
2. That the Mayor and the Deputy Clerk be and the same are hereby authorized to execute the said Agreement on behalf of the Corporation of the Town of LaSalle and affix the Corporate seal thereto, as well as any and all other documents necessary to give effect to this By-law.
3. This By-law shall come into force on the final passing thereof.

Read a first and second time and finally passed this 24th day of November, 2020.

1st Reading – November 24, 2020

Mayor

2nd Reading – November 24, 2020

3rd Reading – November 24, 2020

Deputy Clerk

The Corporation of the Town of LaSalle

By-law Number 8493

A By-law to amend By-law 6073 being a By-law to create a new Establishing and Regulating By-law for the LaSalle Fire Service.

Whereas By-law No. 6073 a By-law to establish and regulate the Town of LaSalle Fire Service, was passed by Council on April 10, 2001;

And whereas LaSalle Fire Service is required to maintain *Operations* level competency for Confined Space Rescue capabilities;

And whereas it has been recommended by the Fire Protection Services Master Plan to revise the service level from *Operations* level to *Awareness* level of capabilities for Confined Space Rescue;

And whereas it is deemed expedient to further amend By-law 6073 a Non-Core Service level change in the provision of Confined Space Rescue, from *Operations* level capabilities to *Awareness* level.

Now therefore the Council of the Corporation of the Town of LaSalle hereby enacts the following:

1. That Appendix “B” Non Core Services of By-law 6073 be removed and replaced with the following:

“B. NON-CORE SERVICES

LaSalle Fire Service will provide for the effective delivery of non-core emergency rescue services as established herein, and maintain adequate training to the appropriate levels:

- Medical First Response and Rapid Defibrillation program consistent with the current Tiered Response agreement between the County of Essex Land Ambulance, Central Ambulance Communication Centre and the Town of LaSalle, as well as provincial firefighter training standards
- Comprehensive Water and Ice Rescue programs to the *vessel-based/water* entry level of capabilities, (tethered at all times)
- Hazardous Materials Response capabilities to the *Operations* level
- Confined Space Rescue capabilities to the *Awareness* level
- Trench Rescue capabilities to the *Awareness* Level
- Elevator Rescue capabilities to provide for the expedient removal of trapped occupants where life-safety is imminently threatened.”

2. That this By-law shall come into force and take effect on the day of the final passing thereof.

Read a first and second time and finally passed this 24th day of November, 2020.

1st Reading – November 24, 2020	_____
2nd Reading – November 24, 2020	Mayor
3rd Reading – November 24, 2020	_____
	Deputy Clerk

The Corporation of the Town of LaSalle

By-law Number 8494

A By-Law to authorize the execution of a
Site Plan Control Agreement with
Wyoming Developments Corp. and to
repeal By-law 8486

Whereas SD Development Corp. had made an application to the Corporation of the Town of LaSalle ("Corporation") to develop certain lands as a multi-unit residential development on Wyoming Avenue on Registered Plan 821, in the Town of LaSalle, in the County of Essex;

And whereas the said lands were subsequently sold by SD Development Corp. to Wyoming Developments Corp. after the passing of By-law 8486;

And whereas the Corporation deems it expedient to repeal By-law 8486, passed on November 10, 2020, with SD Development Corp. and necessary to enter into a Site Plan Control Agreement with Wyoming Developments Corp. as the registered owner of the lands on certain terms and conditions.

Now therefore the Council of the Corporation of the Town of LaSalle hereby enacts the following:

1. That the Corporation of the Town of LaSalle enter into a Site Plan Control Agreement with Wyoming Developments Corp. regarding the proposed development of no more than two (2) separate buildings containing a maximum of eighty (80) dwelling units on Lots 222 – 224, both inclusive, Lots 259 – 264, both inclusive, Lots 307 to 313, both inclusive, Lots 349 to 353, both inclusive, Part of Lots 218 to 221, both inclusive, Part of Lot 348, Part of Goodrich Street (aka Goodrich Avenue) (closed by CE578941), Part of Block DZ (part of alley closed by R1126666), Block EA (part of alley closed by R1126666), Block EB (part of alley closed by R1126666) and Block EC (part of alley closed by R1126666), Plan 821 Sandwich West, now designated as Parts 6, 7 and 8 on Reference Plan 12R-28398; subject to an easement in gross over Part 7 on 12R-28398 as in CE659499; in the Town of LaSalle, in the County of Essex, a copy of which Agreement is attached hereto and forms part of this By-law.
2. That the Mayor and the Deputy Clerk be and the same are hereby authorized to execute the said Site Plan Control Agreement on behalf of the Corporation and affix the Corporation's seal thereto, as well as any and all other documents that may be necessary to give effect to the terms of the said Agreement.
3. That By-law 8486, finally passed on November 10, 2020, be and same is hereby repealed.

4. This By-law shall come into force on the final passing thereof.

Read a first and second time, and finally passed this 24th day of November, 2020.

1st Reading – November 24, 2020	_____
2nd Reading – November 24, 2020	Mayor
3rd Reading – November 24, 2020	_____
	Deputy Clerk