

**TOWNSHIP OF PELEE**  
**Regular Meeting of Council**  
**Monday, May 13, 2019**  
**Royal Canadian Legion at 7:00 p.m.**

1. **Closed Session (7:00 pm)**
  - a. *The security of the property of the municipality or local board [Sec. 239(2)(a)].*
  - b. *Personal matters about an identifiable individual, including municipal or local board employees [Sec. 239(2)(b)].*
2. **Confirmation of Previous Meeting Minutes (8:00 pm)**
  - a. Regular Meeting of Council, April 29, 2019.
  - b. Special Meeting of Council, April 29, 2019.
3. **Disclosure of Pecuniary Interest**
4. **Delegations**
5. **Reports**
  - Action Reports**
    - a. Drainage Superintendent (via CAO/Clerk)-Henderson Drain Maintenance-Tender Award 2019-18 EC
    - b. CAO/Clerk-Town Hall Format (verbal)
    - c. Administration-Tourism Recommendation-Parkette 2019-19 SR
    - d. Councillor DeLellis-Tourism/Hunting & Fishing/Economic Development Committee Meeting, May 4, 2019
    - e. Deputy Mayor Dawson-Transportation Committee Meeting, May 4, 2019
  - Consent Reports**
    - f. Treasurer-Disbursements
6. **Recognitions**

**From Mayor Durocher**

  - a. **Beach Clean Up**-Great Canadian Shoreline Cleanup, April 27, 2019  
10 bags of garbage equaling 66.5 kg and ¼ yard construction debris
7. **Communications and Petitions**
  - a. **R. Chesterfield Farms Inc**-Proposal for New Taxiway B
8. **Scheduled Motions**
  - Action Motions**
    - a. Defer Surplus Properties Report to a time when municipal resources allow for a comprehensive review of properties and options for property disposal.
    - b. Receive report 2019-18 EC and awards tender to Rivard Excavating and Bulldozing in the amount \$19,378.00 plus HST, and further that the Mayor and Clerk are authorized to execute an agreement with Rivard Excavating and Bulldozing Ltd for the completion of the Henderson Drain Maintenance Project.

- c. Receive report 2019-19 SR, approve Tourism/Hunting & Fishing/Economic Development Committee's recommendation to construct a parkette on the west side including: gazebo, playground equipment and an eco-trail with a budget of \$17,500 including garbage and recycling receptacles with a budget of \$5,000, and further that staff is directed to move forward with the recommended process for acquiring land required for the West Shore Parkette.
- d. Receive Tourism/Hunting & Fishing/Economic Development Committee Report for the May 4, 2019 meeting and defer recommendations until the May 27<sup>th</sup> Regular Meeting of Council.
- e. Receive Transportation Committee Report for the May 4, 2019 meeting and defer recommendation of mandate amendment for administrative review until the May 27<sup>th</sup> Regular Meeting of Council.
- f. Receive proposal for New Taxiway B from R. Chesterfield Farms Inc and direct administration to
  - i. Compile a Comprehensive Report; or,
  - ii. Accept administration and departmental preliminary concerns as grounds for passing on proposal

### **Consent Motions**

#### **Township of Pelee consents to pass the following:**

- g. Disbursements

### **9. Deferred Matters**

### **10. Enquires**

- a. **Councillor DeLellis to Council**-Does Council support the development of a Strategic Plan?

### **11. Emergent Matters**

### **12. By-Laws**

- a. **By-Law 2019-19**; Being a By-Law to Enter Into an Agreement with Pelee Island Charters
- b. **By-Law 2019-23**; A By-Law of the Township of Pelee to provide for the 2018 maintenance of the following municipal drains: Big Marsh and Curry Marsh to raise the sum of \$121,942.71 to pay therefore.
- c. **By-Law 2019-24**; Being a By-Law to Confirm Proceedings

### **13. Adjournment**

**TOWNSHIP OF PELEE**  
**Regular Meeting of Council**  
**Monday, April 29, 2019**  
**Royal Canadian Legion at 7:00 p.m.**

Mayor: Ray Durocher  
Deputy Mayor: Dave Dawson  
Councillors: Dave DeLellis  
Dayne Malloch  
Sherri Smith Ouellette

Staff: John Maddox, CAO/Clerk  
Michelle Feltz, Treasurer/Deputy Clerk  
Stephanie Rodgers, Admin Asst.

1. **Closed Session (7:00 p.m.)** *Personal matters about an identifiable individual, including municipal or local board employee [Sec. 239(2) (b)].*

a. The following Resolution was passed:

Resolution 2019-78

Moved By: Dave DeLellis

Seconded By: Dayne Malloch

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby moves into a closed meeting session regarding personal matters of an identifiable individual, including municipal or local board employee [Sec. 239(2)(b)] at 6:55pm.”

**Carried.**

b. The following Resolution was passed:

Resolution 2019-79

Moved By: Dave DeLellis

Seconded By: Sherri Smith

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby moves out of a closed meeting session regarding personal matters of an identifiable individual, including municipal or local board employee [Sec. 239(2)(b)] at 7:49pm.”

**Carried.**

2. **Confirmation of Previous Meeting Minutes**

a. Special Meeting of Council-BUDGET 2019, April 8, 2019.

**AGENDA**

Moved By: Dayne Malloch

Seconded By: Dave Dawson

b. Regular Meeting of Council, April 8, 2019.

DATE

May 13, 2019

NO.

2(a)

Moved By: Dayne Malloch

Seconded By: Dave DeLellis

**3. Disclosure of Pecuniary Interest**

None.

**4. Delegations**

a. Peter Nicol-New owner of Explore Pelee made introductions and outlined services.

**5. Reports**

**Action Reports**

a. Councillor DeLellis-Tourism/Hunting & Fishing/Economic Development Committee Meeting, April 13, 2019

b. Drainage Superintendent-Henderson Drain Maintenance-Tender Award 2019-13 EC

c. Drainage Superintendent-Robert Stoltz Drain Maintenance-Tender Award 2019-14 EC

d. Treasurer-Investing in Canada Infrastructure Program: Rural and Northern Stream Application 2019-15 MF

**Consent Reports**

e. Councillor DeLellis-Drainage Committee Meeting, April 9, 2019

f. Treasurer-Disbursements

**6. Recognitions**

**From Mayor Durocher**

a. Pelee Island Winery-"Best of Windsor-Essex TWEPI Award" Best Winery Experience

b. Finalist from Pelee-"Best of Windsor-Essex TWEPI Award" in numerous categories

c. Stephanie Rodgers-"Discover Pelee Island " 2019 Brochure

**7. Communications and Petitions**

a. Sue Rice-Beach Clean Up Support

b. Cheryl Gallant-Bill C-68

Direction to administration author letter of support.

c. Bernice Crocker-Resolution 2019-090

Pass resolution to support their resolution.

d. Maria Papoulias-Middle Island Closure

Direction to administration to post link on website and notify Pelee Island Charters directly.

e. Joseph Shorthouse-GLIA Monarch Project

Direction to administration to contact John Ambrose with the letter and request.

f. **Honourable Jeff Yurek-Minister of Transportation Re: Letter to Honourable Doug Ford**

Direction to administration to establish portal on pelee.org for feedback regarding the ferry to be directed to MTO via transportation committee.

**8. Scheduled Motions**

**Action Motions**

- a. The following Resolution was PASSED:

Resolution 2019-80

Moved By: Dave Dawson

Seconded By: Dayne Malloch

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby agrees to pass Scudder Marina budget as per Attachment A.”

**Carried.**

- b. The following Resolution was PASSED:

Resolution 2019-81

Moved By: Dave DeLellis

Seconded By: Dave Dawson

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby agrees to receive the Tourism/Hunting & Fishing/Economic Development Committee Report and to defer recommendations to the May 13<sup>th</sup> Regular Meeting of Council for deliberation with the exception of the following:

- 1) Renewed for 6 month period, to be revisited in 3 months;
- 2) Approved;
- 3) Approved;
- 6) Approved;
- 7) Approved; and
- 8) Approved, as per attached report.”

**Carried.**

- c. The following Resolution was WITHDRAWN:

Resolution 2019-82

Moved By: Dave DeLellis

Seconded By: Dayne Malloch

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby receives report 2019-13 EC and awards tender to Barrette Excavating Inc in the amount of \$36,074.74 plus HST, and further that the Mayor and Clerk are authorized to execute an agreement with Barrette Excavating Inc for the completion of the Henderson Drain Maintenance Project.”

**Carried.**

d. The following Resolution was PASSED:

Resolution 2019-83

Moved By: Dayne Malloch

Seconded By: Dave DeLellis

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby receives report 2019-14 EC and awards tender to Barrette Excavating Inc in the amount of \$75,611.75 plus HST and further that the Mayor and Clerk are authorized to execute an agreement with Barrette Excavating Inc for the completion of the Robert Stoltz Maintenance Project.”

**Carried.**

e. The following Resolution was PASSED:

Resolution 2019-84

Moved By: Dayne Malloch

Seconded By: Sherri Smith

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby agrees to support Sue Rice and the beach clean-ups in the form of: refuse bags, disposal fees, representation and participation at events and media interview (if requested).”

**Carried.**

f. The following Resolution was PASSED:

Resolution 2019-85

Moved By: Sherri Smith

Seconded By: Dave DeLellis

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby agrees receives information from Joseph Shorthouse-GLIA Monarch Project and defers the request for community support to the Environmental Advisory Committee.”

**Carried.**

g. The following Resolution was PASSED:

Resolution 2019-86

Moved By: Dayne Malloch

Seconded By: Dave DeLellis

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby receives report 2019-15 MF and directs the Treasurer to submit an application for the Investing in Canada Infrastructure Program: Rural and Northern Stream for the specified project and West Pump Culvert and West Pump Road.”

**Carried.**

h. The following Resolution was PASSED:

Resolution 2019-87

Moved By: Dayne Malloch

Seconded By: Dave Dawson

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby agrees that the 2017 draft asset management plan prepared by Public Sector Digest be approved.”

**Carried.**

i. The following Resolution was PASSED:

Resolution 2019-88

Moved By: Dave DeLellis

Seconded By: Dave Dawson

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby directs the CAO/Clerk to send correspondence to Ontario Parks expressing concern for the Pelee Island Lighthouse and the need for shoreline protection to safeguard the area and structure.”

**Carried.**

### **Consent Motions**

The following Resolution was PASSED:

Resolution 2019-89

Moved By: Dayne Malloch

Seconded By: Dave Dawson

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby consents to the following items:

- a. Drainage Committee Report, April 9, 2019
- b. Disbursements as of April 27, 2019 in the amount of \$59,820.52.”

**Carried.**

## **9. Deferred Matters**

a. Clerk/CAO-Council Remuneration

b. Treasurer-Budget Deliberation 2019-16 MF

Receives report, adopts the 2019 operations budget and directs the Treasurer to continue with the capital budget process, and approves a 2% cost of living increase as budgeted for the full-time, permanent part-time and permanent seasonal employees effective January 1, 2019.

The following Resolution was PASSED:

Resolution 2019-90

Moved By: Sherri Smith

Seconded By: Dave DeLellis

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby approves the 2019 operations’ budget as outlined in Report 2019-16-MF (Budget Deliberations) and directs the Treasurer to continue with budget deliberations for 2019 capital expenditure estimates and further that the budget in its entirety will be passed by by-law once final decisions are made for 2019 capital expenditures.”

**Carried.**

The following Resolution was PASSED:

Resolution 2019-91

Moved By: Dave Dawson

Seconded By: Dayne Malloch

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby approves a 2% cost of living increase as budgeted for the full-time, permanent part-time and permanent seasonal employees effective January 1, 2019.”

**Carried.**

**10. Enquires**

**11. Emergent Matters**

The following Resolution was PASSED:

Resolution 2019-92

Moved By: Sherri Smith

Seconded By: Dave Dawson

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby agrees to support Tudor and Cashel’s Resolution 2019-090 requesting that Hydro One and the Ontario Energy Board review its plans regarding delivery services to ensure that the cost of service delivery is fair to everyone, and further that.”

**Carried.**

The following Resolution was PASSED:

Resolution 2019-93

Moved By: Sherri Smith

Seconded By: Dave Dawson

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby directs CAO/Clerk to send a letter requesting that Hydro One consider installing a new 3 phase submersible cable containing fiber optic capabilities.”

**Carried.**

**12. By-Laws**



a. The following Resolution was PASSED:

Resolution 2019-94

Moved By:

Seconded By:

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby adopts By-Law 2019-16; Being a By-Law to Establish Rates of Remuneration for Members of Council.”

**Carried.**

b. The following Resolution was DEFERRED:

Resolution 2019-95

Moved By: Sherri Smith

Seconded By: Dave Dawson

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby adopts By-Law 2019-19; Being a By-Law to Enter into an Agreement with Pelee Island Charters.”

**Carried.**

c. The following Resolution was PASSED:

Resolution 2019-96

Moved By: Dave DeLellis

Seconded By: Sherri Smith

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby adopts By-Law 2019-20; Being a By-Law to Confirm Proceedings.”

**Carried.**

### 13. Adjournment

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**Raymond Durocher, Mayor**

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**John Maddox, CAO/Clerk**

**TOWNSHIP OF PELEE**  
**Special Meeting of Council**  
**To Consider the Final Engineer's Report for**  
**Big Marsh Drainage Scheme Drain No. 2 and West Branch Drain No. 1**  
**Monday, April 29, 2019**  
**Royal Canadian Legion at 1:00 p.m.**

**AGENDA**

Mayor: Ray Durocher  
Deputy Mayor: Dave Dawson  
Councillors: Dave DeLellis  
Dayne Malloch  
Sherri Smith Ouellette

Staff: John Maddox, CAO/Clerk  
Michelle Feltz, Treasurer/Deputy Clerk  
Eric Chamberlain, Drainage Superintendent

DATE May 13, 2019  
NO. 2(b)

**1. Disclosure of Pecuniary Interest**

None.

**2. Reports**

**Action Reports**

- i. Gerard Rood, P.Eng. (Rood Engineering Inc.)-Final Engineers Report for Drain No. 2 and West Branch Drain No.2)
- ii. Drainage Superintendent- Big Marsh Drainage Scheme Drain No. 2 and West Branch Drain No. 1 2019-17 EC

**3. Scheduled Motions**

- a. The following Resolution was passed:

Resolution 2019-75

Moved By: Dave DeLellis

Seconded By: Sherri Smith

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby resolves:

- i. To receive the report from the Drainage Superintendent dated April 29, 2019 regarding Big Marsh Drainage Scheme – Drain No. 2 and West Branch Drain No. 1;
- ii. Consider the final report for the Big Marsh Drainage Scheme Drain No. 2 and West Branch Drain No. 1 prepared by Gerard Rood, P. Eng. from Rood Engineering Inc. dated September 6, 2018; and,

- iii. Provisionally adopt the Engineer's report for the improvements to the Big Marsh Drainage Scheme Drain No. 2 and West Branch Drain No. 1 by giving first and second reading to By-Law 2019-21; and,
- iv. Schedule a Special Meeting for Council for May 27, 2019 at 1:00 pm for the Court of Revision for the Big Marsh Drainage Scheme Drain No. 2 and West Branch Drain No. 1."

**4. Enquires**

None.

**5. Emergent Matters**

None.

**6. By-Laws**

- a. The following Resolution was passed:

Resolution 2019-76

Moved By: Dave DeLellis

Seconded By: Sherri Smith

"Be it Resolved that the Council of the Corporation of the Township of Pelee hereby provisionally adopts engineer's report for the improvements to the Big Marsh Drainage Scheme – Drain No. 2 and West Branch Drain No. 1 by giving first and second reading to By-Law 2019-21."

**Carried.**

- b. Resolution 2019-77

Moved By: Dave Dawson

Seconded By: Sherri Smith

"Be it Resolved that the Council of the Corporation of the Township of Pelee hereby adopts By-Law 2019-22; Being a By-Law to Confirm Proceedings."

**7. Adjournment**

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**Raymond Durocher,  
Mayor**

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**John Maddox,  
CAO/Clerk**

**Report No: 2019-18-EC**

**Date: May 8, 2019**

**Submitted By: Eric Chamberlain**

**Subject: Henderson Drain Maintenance – Tender Award**

**Attachments: N/A**

**Purpose (Information/Action):** To gain approval to award the tender for the Henderson Drain Maintenance Project to Rivard Excavating & Bulldozing Ltd.

### Overview

The Township recently advertised online via Bids and Tenders on the Township's website for the Henderson Drain Maintenance project.

On March 8, 2019, the Town advertised tenders for the Henderson Drain Maintenance Project on the Township's Bids and Tenders site. Tenders closed for this project at 11:00 a.m. on Friday, March 22, 2019. The Township received 2 tender submissions and a public tender opening was held shortly after 11:00 a.m. The tender results are:

<u>Bidder</u>	<u>Tender Amount (excluding HST)</u>
1. Rivard Excavating & Bulldozing Ltd.	\$19,378.00
2. Barrette Excavating Inc.	\$36,974.74

Administration completed a review of the tenders to ensure there were no mathematical errors or omissions. The submission from Rivard Excavating and Bulldozing Ltd. was submitted on the incorrect documents. Administration reviewed the submission and determined the error was a minor clerical error. Based on the Township's Procurement Policy, administration provided the bidder 48 hours to correct the issue.

### Financial Impacts

Upon completion of the maintenance work, the project cost will be assessed back to affected landowners within the Henderson Drain watershed based on the current report prepared by William Colby dated August 11, 1986. The Township of Pelee will also be assessed for a portion of the project cost as per the schedule of assessment provided in the August 11, 1986 engineer's report. The apportionment is as follows:

1. Residents	72%	= \$ 14,197.72
2. Township of Pelee	28%	= \$ 5,521.33

The following is an analysis of the financial issues affecting this project:

**a) Contractor's Quotation Submission**

Rivard Excavating & Bulldozing Ltd.

\$ 19,378.00 (plus HST)

**b) Engineering Costs**

### AGENDA

DATE May 13, 2019

NO. 5(a)

The project was prepared by Township Staff. Engineering costs were not incurred.

**c) HST Considerations**

As a result of the implementation of the HST (13%), a portion of this tax being 1.76% will not be refundable to the Township. Accordingly, the approximate amount of \$341.05 must be added to the final project cost.

**d) Total Project Cost to Town**

Considering all of the above, the total project cost is as follows:

Contractor's Quotation Submission	\$ 19,378.00
Engineering Costs	N/A
Non-Refundable HST	<u>\$ 341.05</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 19,719.05</b>

**Recommendations**

It is recommended that:

1. The report from the Drainage Superintendent dated May 8, 2019 regarding Henderson Drain Maintenance Tender Award **BE RECEIVED**;
2. The Henderson Drain Maintenance Tender **BE AWARDED** to Rivard Excavating & Bulldozing Ltd. in the amount of \$19,378.00 plus HST; and
3. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Rivard Excavating & Bulldozing Ltd. for the completion of the Henderson Drain Maintenance Project.

**TOWNSHIP OF PELEE**  
**Regular Meeting of Transportation Committee**  
**COMMITTEE REPORT**  
**Saturday, May 4, 2019**  
**Royal Canadian Legion at 1:30 p.m.**

**Committee Chair:** Dave Dawson, Deputy Mayor  
**Committee Members:** Stacey Keys  
Leib Lurie  
Gordon Pow  
Sondi Ryersee

**Content:**

1. **Deputy Mayor Dawson**-Overview of Previous Committee Work and Mandate Review
2. Communication Methods
3. Role of PITSAC
4. Status of Jiimaan
5. Pelee Islander II-dangerous goods transportation
6. US Ferry Service
7. Low Speed Vehicles
8. ATV/UTV use of Island Trails and Beaches
9. Dangerous Intersections
10. West Shore Road Erosion
11. Airport Landing Fees

**Recommendations:**

The mandate of the Transportation Committee should be amended to specifically include the road network on the Island. The following mandate is recommended:

The Transportation Committee acts as the voice of residents and property owners in receiving, analyzing and reporting to Council on issues related to transportation networks that connect the island to the mainland including marine and aviation, but also inland networks including roads, trails, and cycling and walking path systems. Committee chair, in combination with administration, will liaise with the Ministry of Transportation Ontario and Transport Canada. Recommendations are to be consistent with applicable provincial and federal acts and regulations including but not limited to the Canada Marine Act, Domestic Ferry Regulations and Canadian Aviation Regulations.

**AGENDA**

DATE May 13, 2019

NO. 5(e)

Report Date  
5/10/2019 12:42 PM

Township of Pelee  
List of Accounts for Approval  
As of 5/10/2019  
Batch: 2019-00021 to 2019-00023

Page 1

Payment #	Date	Vendor Name	Reference	Payment Amount
<b>Bank Code: General - General Bank Account</b>				
Computer Cheques:				
3781	4/26/2019	Taylor, Vanessa	Campground concessions/supplie	2,750.00
3782	4/30/2019	Voided by the print process		0.00
3783	4/30/2019	Bell Canada	ESW Phone	1,387.82
3784	4/30/2019	Caduceon Enterprises Inc.,	WSW TC/EC	229.70
3785	4/30/2019	D & T Auto Parts	Equipment Oil & Filters	602.05
3786	4/30/2019	Grand & Toy	Thermal Rolls	61.58
3787	4/30/2019	Hillside Control Systems	Service/Troubleshoot	411.59
3788	4/30/2019	Jay Nageleisen	Brackets & Mower Maintenance	41.90
3789	4/30/2019	JBK Trucking	Water Sample Delivery	26.44
3790	4/30/2019	Lisa Korab	IC Retainer Fee	250.00
3791	4/30/2019	Maddox, John	CAO expenses	680.25
3792	4/30/2019	Muskoka Pewter	Ornaments & Molds	2,122.14
3793	4/30/2019	Owen Sound Transportation	Air Fair & Freight	94.42
3794	4/30/2019	Pelee Island Co-Op	O/S Fuel 2018	3,676.69
3795	4/30/2019	Pelee Motors	Light replaced and installed	49.15
3796	4/30/2019	R & R Electrical Services	WSW Electrical Service	203.40
3797	4/30/2019	Receiver General	2018 Source Deductions	69.96
3798	4/30/2019	Receiver General for Canada	March HST Payable	224.57
3799	4/30/2019	Rona Cashway	Material & Suppliles	85.98
3800	4/30/2019	Royal Canadian Legion	Venue Rental	450.00
3801	4/30/2019	Strongco Equipment	Grader Maintenance	2,813.91
3802	4/30/2019	Tom Rindlisbacher	2018 Brochure Printing	5,534.74
3803	4/30/2019	Toromont	Backhoe Maintenance	192.55
3804	4/30/2019	Tourism Windsor Essex Pelee Is	2019 Visitor Guide Description	565.00
3805	4/30/2019	Vollans, E. R.	Equipment Maintenance	353.12
Total for General:				22,876.96

Certified Correct This May 10, 2019

\_\_\_\_\_  
Mayor, Raymond Durocher

\_\_\_\_\_  
Treasurer

**AGENDA**

DATE May 13, 2019

NO. 5(f)

**R. Chesterfield Farms Inc.**

941 West Shore Road Pelee Island Ontario CANADA NOR 1M0

May 7, 2019

Township of Pelee Island Council  
Pelee Island, Ontario  
NOR 1M0

Dear Council Members:

**CYPT Pelee Island Airport – Proposal for New Taxiway B**

Find attached aerial photo and CYPT airport diagram showing a proposed new taxiway B at the west end of the runway from the turnaround bay to a property approx. 180' directly south owned by R. Chesterfield Farms Inc. approx. 80 acres zoned Agricultural (A)

We would request the council's consideration to allow the farm, at their own expense to install and maintain this taxiway as depicted on the diagrams (180' X 15')

**Reason:**

- a. **Immediate:** We would like to park our Cessna 182 as well as other planes that I may fly (Aztec, D42) on our own property and intend to maintain an additional taxiway on the farm to a fly-in field with our own tie downs. All costs and liability would be born by R. Chesterfield Farms Inc.
- b. I would like to host our Ninety-Nines Women Pilot's non-profit organization for fly-in events and may include local non-profit flying clubs. This would showcase Pelee as an alluring fly-in destination.
- c. **Future Goals:** I would like to host some fly-in learning centres particularly for the subjects of 1. Equestrian riding 2. Instrument Flight Rule primers for Pilot IFR Certification renewals and instruction on entering the hold. We have an ILS close by in Windsor and good areas over the lake to practice IFR holds which are baffling to some pilots. 3. Archery and Target Practice My husband, 2 son-in-laws and myself are all licensed Hunters and have PALs.

Again, all liability and costs from the use of this taxiway would be borne by R. Chesterfield Farms Inc.

I have discussed this idea with the farmer farming the 180'X15' parcel on the municipal airport's farmed portion and if the council agrees they may give stipulations as to getting concurrence from the tenant farmer in writing.

Thank you for your consideration.

Best regards,

**AGENDA**

*R. Chesterfield Farms Inc.*

*Janet Chesterfield 519-857-8599*

*May 13, 2019*

NO. 7(a)



**CYPT Pelee Airport  
and Abutting Properties  
R. Chesterfield Farms Inc.  
Proposal for New Taxiway B**



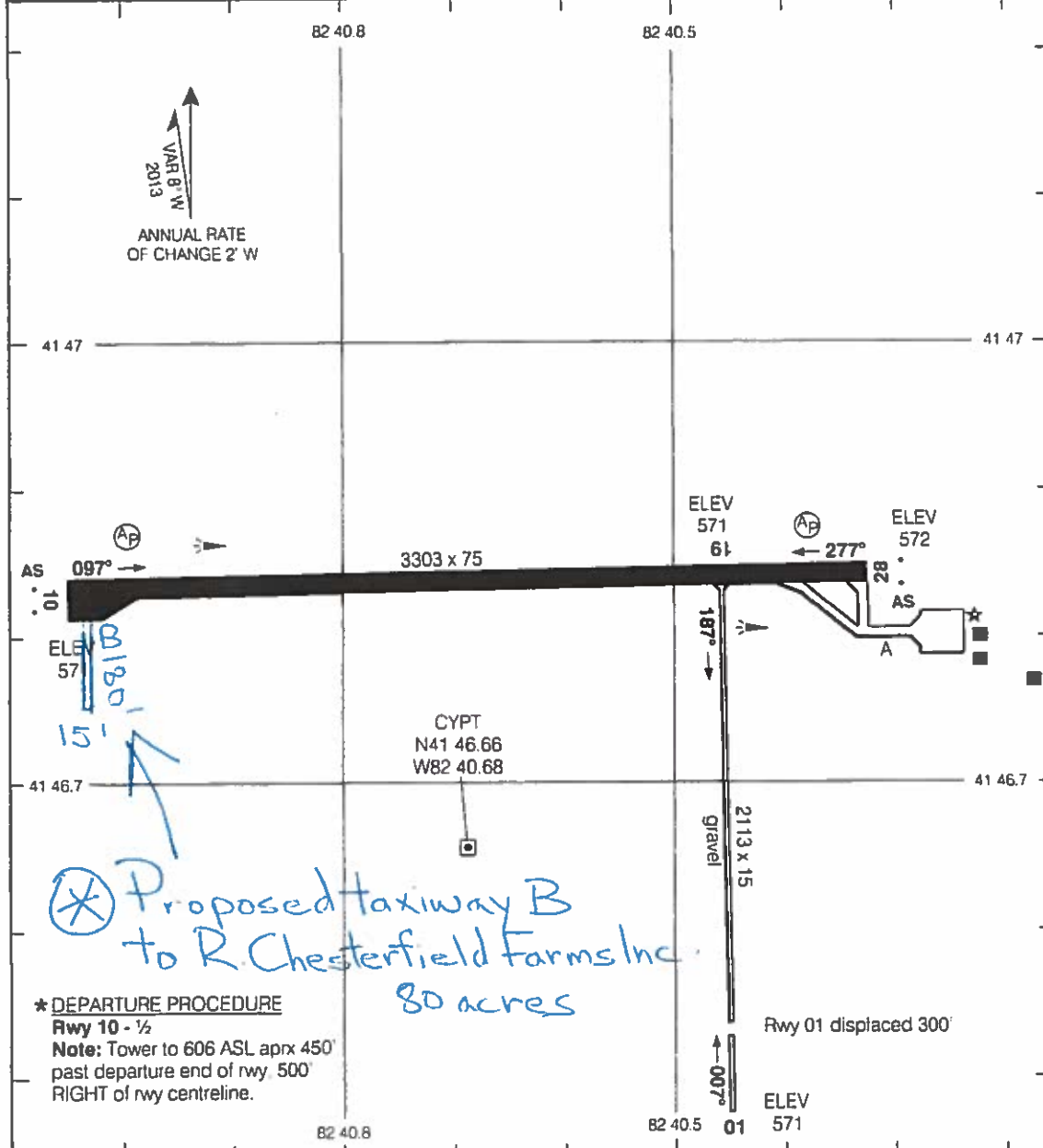


CYPT-AD

PELEE ISLAND, ON  
CYPT

# AERODROME CHART

					CTR Cleveland - 126.35 360.0		
					TFC - 123.2		ATF
DECL	DISTS	10	28	01	19		
TORA		3303	3303	2113	2113		
TODA		3303	4203	2113	2113		
ASDA		3303	3303	2113	2113		
LDA		3303	3303	1813	2113		



Source of Canadian Civil Aeronautical Data: © 2019 NAV CANADA All rights reserved

TAKE-OFF MINIMA		SCALE IN FEET	
Rwy 10: *	Rwy 28: ½	1000	0      1000

AERODROME CHART  
EFF 25 APR 19

CYPT

CYPT-AD

Canada Air Pilot

Effective 0901Z 25 APR 2019 to 0901Z 20 JUN 2019



**THE CORPORATION OF THE TOWNSHIP OF PELEE**

**BY-LAW: 2019-19**

**"PELEE ISLAND CHARTERS 2019 AGREEMENT"**

**(May 13, 2019)**

A By-Law to authorize execution by the Mayor and CAO/Clerk of an agreement between the Pelee Island Charters – Pelee Island Charters 2019 Agreement

The Council of the Corporation of the Township of Pelee of Pelee hereby enacts as follows:

- 1.) That the Mayor and CAO/Clerk are hereby authorized to execute and affix the corporate seal to an agreement between the Municipality and Minister of Transport.
- 2.) That the agreement attached as Schedule 'A' forms part of this by-law.

**READ IN OPEN COUNCIL THREE TIMES AND PASSED THIS 13th DAY of May, 2019.**

\_\_\_\_\_  
**MAYOR, Raymond Durocher**

\_\_\_\_\_  
**CAO/Clerk, John Maddox**

**AGENDA**

DATE May 13, 2019

NO. 12(a)

## COMMERCIAL LEASE AGREEMENT

**THIS LEASE (this "Lease") dated this 13th day of May, 2019**

**BETWEEN:**

**Corporation of the Township of Pelee of 1045 West Shore Road, Pelee Island, Ontario, N0R 1M0**

Telephone: (519) 724-2931 Fax: (519) 724-2470

(the "Landlord")

OF THE FIRST PART

- AND -

**Pelee Island Charters of 229 Homeward Road, Pelee Island, ON N0R 1M0**

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### **Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 349 North Shore Road, Pelee Island, ON, N0R 1M0, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - b. "Premises" means the retail space at 349 North Shore Road, Pelee Island, ON, N0R 1M0.
  - c. "Operational Cost" means costs in addition to Base Rent.

d. "Rent" means the total of Base Rent and Operational Costs.

### **Leased Premises**

The Landlord agrees to rent to the Tenant the retail space at 349 North Shore Road, Pelee Island, ON, N0R 1M0, (the "Premises"). The Premises are more particularly described as follows: The tenant only has access to the lower office portion, lawn west of the Premises within the property boundaries of the Building. The tenant and the public are restricted from accessing the second floor of the building or anything other than the front office portion. However, the tenant may access and use the back half of the first floor for the purpose of storing bicycles.

The Premises will be used for only the following permitted use (the "Permitted Use")

- Retail space to operate a watercraft rental business
- Retail space to sell souvenir and specialty items
- Retail space to operate as a satellite location for Comfortech Bicycle Rental

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

### **Term**

The term of the Lease commences at 12:00 noon on June 1, 2019 and ends at 12:00 noon on October 30, 2019, with Premises usage limited to operational months spanning June 1<sup>st</sup> – October of 2019 only.

Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

### **Rent**

Subject to the provisions of this Lease, the Tenant will pay a base rent of \$200.00 per month in 2019 for the Premises (the "Base Rent").

The Tenant will pay the Base Rent on or before the first of each and every month of the term of this Lease to the Landlord at 1045 West Shore Rd, Pelee Island, ON, N0R1M0, or at such other place as the Landlord may later designate.

The Tenant will be charged an additional amount of 1.25% of the Base Rent for any late payment of Base Rent.

### **Operational Costs**

In addition to the Base Rent, the Tenant is responsible for directly paying to the Landlord the following operating costs in addition to Base Rent:

- a. The cost of hydro; and
- b. The cost of lawn maintenance in the amount of \$65.00 per cut as deemed necessary by Park and Facilities Manager.

### **Use and Occupation**

The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant's access to the Premises is limited to operational months spanning June 1<sup>th</sup> – October 30<sup>th</sup>, 2019.

The Tenant will carry on business under the name of *Pelee Island Charters* and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

### **Quiet Enjoyment**

The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### **Distress**

If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

### **Renewal of Lease**

Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

### **Utilities and Other Costs**

The Tenant is responsible for the direct payment to the appropriate suppliers of the following utilities and other charges in relation to the Premises:

- a. Telephone; and
- b. Internet.

### **Insurance**

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The tenant will be required to possess insurance and carry a minimum liability policy of 2 million dollars.

Pelee Island Charters shall defend, indemnify and save harmless Corporation of Pelee its elected officials, officers, employees and agents from and against any and all claims of any nature, actions,

causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Pelee Island Charters, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by Pelee Island Charters in accordance with this Contract, and shall survive this Contract.

### **Governing Law**

It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Ontario (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

### **Assignment and Subletting**

The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

### **Care and Use of Premises**

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.



The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of Scudder Marina customers.

The Tenant will not engage in any illegal trade or activity on or about the Premises.

The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

The Tenant will maintain the grounds by performing regular lawn maintenance. If said maintenance does not occur and is deemed necessary by the Parks and Facilities Manager or the Marina Leads, notice of 48 hours will be provided to the Tenant that lawn maintenance is required. If lawn maintenance is not completed within 48 hours of notice, it will be completed without further notice and billed accordingly to the Tenant as per Operation Costs.

### **Surrender of Premises**

At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **General Provisions**

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 13th day of May, 2019.

Corporation of the Township of Pelee (Landlord)

Per: \_\_\_\_\_

John Maddox, CAO/Clerk

\_\_\_\_\_  
(Witness)

Per: \_\_\_\_\_

Raymond Durocher, Mayor

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Pelee Island Charters (Tenant)

\_\_\_\_\_  
(Witness)

The Corporation of the Township of Pelee  
By-Law 2019-23

**"2018 DRAIN MAINTENANCE"**  
**(May 13, 2019)**

A By-Law of the Township of Pelee to provide for the 2018 maintenance of the following municipal drains: Big Marsh and Curry Marsh to raise the sum of \$121,942.71 to pay therefore.

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**WHEREAS** the above-mentioned drains were constructed as Drainage Works under the provisions of The Municipal Drainage Act R.S.O. 1990, Chapter D.17, and according to the several by-laws of the municipality;

**AND WHEREAS** it is provided by the said reports, by-laws, and The Municipal Drainage Act R.S.O. 1990, Chapter D.17 that the Municipality of the Township Pelee shall maintain the said Drainage Works, at the expense of the lands and roads in the Township in any way assessed for the construction thereof, as provided for in the various reports and by-laws;

**AND WHEREAS** in compliance with such duty, the Municipality has from time to time, carried out certain minor repairs on the said drains;

**AND WHEREAS** it is desirable to make a pro rata assessment and levy pursuant to The Drainage Act R.S.O. 1990, upon the lands, and roads assessed for the construction of the aforesaid drains, so as to recover the cost of the said repairs which cost amounts in all to \$121,942.71;

**AND WHEREAS** that such balance of costs be raised in the year 2019 by being invoiced for amounts over \$30.00. Those balances under \$30.00 or that remain unpaid after June 30, 2019 will be placed on the collector's roll against the respective lands.

This By-Law shall come into effect upon the final passing hereof, and may be cited as the Drainage Maintenance By-Law.

**READ A FIRST, SECOND, AND THIRD TIME AND PASSED THIS 13<sup>TH</sup> DAY OF MAY, 2019**

**AGENDA**

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**MAYOR, Raymond Durocher**

DATE

May 13, 2019

NO.

12(b)

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**CAO/Clerk John Maddox**

THE CORPORATION OF THE TOWNSHIP OF  
PELEE

BY-LAW: 2019-24

"CONFIRMATION OF PROCEEDINGS"

(May 13, 2019)

A by-law to confirm the proceedings of Council

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**WHEREAS** the *Municipal Act 2001*, as amended, states that the powers of a municipal corporation are to be exercised by by-law;

**AND WHEREAS** the Council of The Corporation of the Township of Pelee wishes to confirm the proceedings and business conducted by Council;

**NOW THEREFORE** the Council of The Corporation of the Township of Pelee does hereby enact as follows:

1. That the action of the Council at its Council meeting held on the 13<sup>th</sup> day of May, 2019 in respect to each motion, resolution and other action passed and taken by Council is hereby adopted, ratified and confirmed; save and except resolutions resulting from closed meetings.
2. That the Mayor and the proper Officers are hereby authorized and directed to execute all documents as may be necessary and the Clerk is authorized and directed to affix the Corporate Seal to all such documents.
3. That this by-law shall be cited as the "Confirmation of Proceedings By-law" (May 13, 2019)
4. That this by-law shall come into force and take effect on the date of passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 13th day of May, 2019.**

**AGENDA**

\_\_\_\_\_  
MAYOR, Raymond Durocher

DATE

May 13, 2019

\_\_\_\_\_  
CAO/Clerk, John Maddox

NO.

12(c)