

**CITY HALL  
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## **CAO APPROVAL**

The Acting Chief Administrative Officer approved the following recommendation:

**Report Number: CAO 192/2021**

**Approved: August 5, 2021**

- I. THAT **APPROVAL BE GIVEN** pursuant to Delegation of Authority Bylaw 208-2008, Section 1.30 (b) “City as Grantor” Licenses, Easements (permanent and temporary) and Consents to Enter (Appendix A), to the granting of the following Consent to Enter:
- a) That the Consent to Enter is provided to Canadian Transit Company and its contractors, subcontractors, agents, employees and assigns (hereinafter collectively referred to as “**CTC**”), to enter part of the lands municipally known as Vacant Land on Riverside Drive West, being part of Assumption North Park, as shown on the aerial image attached as Appendix B, and legally described as Part of Concession 1, Part Lots 63 to 68, Plan 51, City of Windsor (the “**Lands**”);
  - b) CTC will enter the Lands for the purpose of conducting repairs on the Ambassador Bridge (the “**Works**”) and that such Works include using a crane in order to reach the Tower and areas between the Detroit River and Riverside Drive West;
  - c) The term of the agreement shall be for three (3) months commencing on the earlier of: (a) August 2, 2021; or (b) upon approval being obtained by the City (the “**Term**”);
  - d) Cost for the Consent to Enter will be \$5,547.60, plus HST, based on the 2021 City of Windsor User Fee Schedule, Office of Parks, Recreation, Culture & Facilities – Recreation & Culture Item #209 - Community Permit, and is for the duration of the Term and payable upon the signing of the Consent to Enter agreement;
  - e) Access to the Lands will be from Riverside Drive West;

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- f) CTC acknowledges that there is sewer infrastructure including sewers, manholes and the riverfront interceptor sewer within the Lands. The location of the sewer infrastructure (the “**Sewer Infrastructure Lands**”) is indicated on the aerial diagram of the Lands attached as Appendix B. At the chamber, the riverfront interceptor sewer had only 9 feet of cover at the time it was constructed. CTC will be responsible for any and all costs related to CCTV inspection prior to commencement of the Works and upon completion of the Works, and repair to any damage to the sewer and riverfront interceptor sewer infrastructure caused by CTC in connection with the Works during the Term. Any required inspections and repair will be conducted to the satisfaction of the City Engineer, or designate;
- g) CTC will restrict access to the Lands from the balance of Assumption North Park and Riverfront Trail by installing construction fencing and ensuring proper signage is in place, to ensure only authorized personnel access the Lands while CTC is on site undertaking the Works. All fencing and signage shall be maintained by CTC, to the satisfaction of the Senior Manager of Parks, or designate, for the duration of the term;
- h) CTC agrees that, upon the termination of this agreement, any disturbance of the Lands, resulting from the carrying out of the Works, will be restored by CTC at its own cost and to the satisfaction of the Senior Manager of Parks, or designate, acting reasonably;
- i) CTC will comply with the most up-to-date regulations in place under the *Emergency Management and Civil Protection Act*, as amended from time to time, regardless of the frequency of such amendments. CTC will also comply with any guidelines and best practices issued by the Province of Ontario or any other governing body in relation to limiting the spread of COVID-19;
- j) CTC will be required to provide the City with indemnification and require proof of insurance with the following minimal coverage, satisfactory to the City:
- \$5,000,000 Commercial General Liability coverage with “The Corporation of the City of Windsor” listed as an additional insured and cross-liability coverage and 30 days notice of cancellation;



## OFFICE OF THE CITY CLERK COUNCIL SERVICES

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- Each vehicle entering upon the Lands must be insured with an Automobile Policy, with liability limits of no less than \$5,000,000 per occurrence and must include liability for crane operations;

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

- II. THAT the Chief Administrative Officer and the City Clerk **BE AUTHORIZED** to sign a Consent to Enter Agreement with CTC, approved as to form by the City Solicitor, or designate, as to technical content by the Senior Manager of Parks and the City Engineer, and as to financial content by the City Treasurer.

Report Number: CAO 192/2021

Clerk's File: SL/14012

*Anna Ciacelli*

Deputy City Clerk/Supervisor of Council Services

August 6, 2021

### Department Distribution

Lease Administrator
Manager of Real Estate Services
Commissioner, Legal & Legislative Services
Commissioner, Community Services (A)
Commissioner, Infrastructure Services
Commissioner, Corporate Services / Chief Financial Officer / City Treasurer
Chief Administrative Officer

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