



**REGULAR MEETING OF COUNCIL  
AGENDA**

**Monday, May 28, 2018, 6:00 PM**

**Council Chambers**

**2021 Division Road N**

**Kingsville, Ontario N9Y 2Y9**

**Pages**

**A. CALL TO ORDER**

**B. CLOSED SESSION**

- 1. Pursuant to Section 239(2) of the Municipal Act, 2001, Council will enter into Closed Session to address the following item:**

Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; being Update Report of Solicitor J. Hewitt regarding the status of an application for expropriation of a portion of waterfront lands for park purposes.

**C. MOMENT OF SILENCE AND REFLECTION**

**D. PLAYING OF NATIONAL ANTHEM**

**E. DISCLOSURE OF PECUNIARY INTEREST**

When a member of Council has any pecuniary interest, direct or indirect, in any matter which is the subject of consideration at this Meeting of Council (or that was the subject of consideration at the previous Meeting of Council at which the member was not in attendance), the member shall disclose the pecuniary interest and its general nature, prior to any consideration of the matter.

**F. PRESENTATIONS/DELEGATIONS**

- 1. Presentation of Certificates of Recognition to Erie North Shore Storm Major PeeWee 2018 OHF Champions**
- 2. 2017 Financial Statements of The Corporation of the Town of Kingsville**
  - i) Director of Financial Services R. McLeod will present a brief overview of the 2017 Financial Statements (SEE: Staff Report Item I-1)



ii) Mike Cowan, CPA, CA, Office Managing Partner, BDO Canada LLP, Chartered Accountants, Licensed Public Accountants-Presentation of the 2017 Audit Report (SEE: Consolidated Financial Statements as at December 31, 2017)

3. **Katherine Gunning, on behalf of Kingsville Historical Park Inc.-Request dated April 25, 2018 RE: Property tax for the Kingsville Historical Park Museum SEE: Correspondence received May 22, 2018**

1

**Recommended Action**

That Council direct Administration to prepare a by-law, in an effort to satisfy the Municipal Property Assessment Corporation's criteria, to exempt the Kingsville Historical Park from property taxation.

**G. MATTERS SUBJECT TO NOTICE**

1. **PUBLIC MEETING--ENGINEER'S REPORT CONSIDERATION--Road 10 Crossing over the Patterson Drain**

3

*Tony Peralta, P. Eng., and Ken Vegh, Drainage Superintendent*

i) Notice of Meeting to Consider the Engineer's Report, dated May 8, 2018;

ii) Engineer's Report dated April 23, 2018 (N. J. Peralta Engineering Ltd. Project No. D-17-029);

iii) Proposed By-law 60-2018, being a by-law to provide for the construction to replace and improve the Road 10 Crossing Over the Patterson Drain in the Town of Kingsville in the County of Essex to be provisionally adopted at this Regular Meeting

**Recommended Action**

That Council adopt the Engineer's Report dated April 23, 2018 for the Road 10 Crossing Over the Patterson Drain (N. J. Peralta Engineering Ltd. Project No. D-17-029); read By-law 60-2018 being a by-law to provide for the construction to replace and improve the Road 10 Crossing Over the Patterson Drain a first and second time at this Regular Meeting; and Schedule Court of Revision for a future date.

2. **PUBLIC MEETING--ENGINEER'S REPORT CONSIDERATION--9th Concession Road Drain**

127

Gerard Rood, P. Eng. and K. Vegh, Drainage Superintendent

i) Notice of Meeting to Consider the Engineer's Report, dated May 8, 2018;

ii) Engineer's Report dated April 6, 2018 (Rood Engineering Inc. REI Project 2016D015);

iii) Proposed By-law 59-2018, being a By-law to provide for



the construction of a bridge over the 9th Concession Road Drain; Owner: Thomas & Melissa Neufeld and Kottoor Investments Inc. (530-01900 & 530-01830) in the Town of Kingsville in the County of Essex, to be provisionally adopted at this Regular Meeting.

**Recommended Action**

That Council adopt the Engineer's Report dated April 6, 2018 for the 9th Concession Drain (Bridge Replacement for Thomas and Melissa Neufeld and Kottoor Investments Inc., Parcels 530-01900 and 530-01830; Part Lot 3, Concession 9; Rood Engineering Inc. Project No. 2016D015); read By-law 59-2018 being a by-law to provide for the construction of a bridge over the 9th Concession Road 9 a first and second time; and Schedule Court of Revision for a future date.

**3. PUBLIC MEETING--Application for Zoning By-law Amendment ZBA/08/18  
1507 Road 3 E Part of Lot 9, Concession 2 ED**

203

R. Brown, Manager of Planning Services

- i) Notice of Public Meeting, dated May 7, 2018;
- ii) Report of R. Brown, dated May 11, 2018 with attached Appendices;
- iii) Proposed By-law 63-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

**Recommended Action**

It is recommended that Council approve zoning by-law amendment ZBA/08/18 to permit a medical marihuana production facility on property located at 1507 Road 3 E and address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law.

**4. PUBLIC MEETING--Application for Zoning By-law Amendment ZBA/09/18  
1000 County Road 34 Part of Lot 258, Concession NTR, Part 1, PL 12R  
3375**

218

R. Brown, Manager of Planning Services

- i) Notice of Public Meeting, dated May 7, 2018;
- ii) Report of R. Brown, dated May 11, 2018, with attached Appendices;
- iii) Proposed By-law 64-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

**Recommended Action**

It is recommended that Council approve zoning by-law amendment ZBA/09/18 to permit a medical marihuana production facility on property located at 1000 County Road 34 and address the required relief or exemption from specific provisions in Section 4.46 on the Kingsville



Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law.

**5. PUBLIC MEETING--Application for Zoning By-law Amendment ZBA/10/18 2415-2495 Graham Sideroad Part of Lot 6, Concession 3 ED, Part 1, PL 12R 24954**

237

R. Brown, Manager of Planning Services

i) Notice of Public Meeting, dated May 7, 2018

ii) Report of R. Brown, dated May 11, 2018 with attached Appendices;

iii) Proposed By-law 65-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

**Recommended Action**

It is recommended that Council approve zoning by-law amendment ZBA/10/18 to permit a medical marihuana production facility on property located at 2415-2495 Graham Sideroad and address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law 1-2014 as outlined in the attached amendment, and adopt the implementing by-law.

**H. AMENDMENTS TO THE AGENDA**

**I. STAFF REPORTS**

**1. 2017 Financial Statement Review**

253

R. McLeod, Director of Financial Services

**Recommended Action**

That council approve the Financial Statements for the year ending December 31, 2017, as audited by BDO Canada LLP.

That council approve the allocation of \$409,388 from the 2017 Budget Surplus to the Public Works capital reserve (03-000-032-39068) for future infrastructure improvements.

**2. Forman Rd Surplus**

284

G. A. Plancke, Director of Municipal Services

**Recommended Action**

That Council authorize Municipal Services to proceed to obtain an appraisal to determine land value, and determine costs for legal review, survey preparation, encumbrances, and related expenses in order to advise Council and interested purchasing residents of the projected costs and recommended segmentation of the road allowance at a future regular meeting of Council to be determined.



3. **Road 11 Water Works Petition Award of Tender** 289
- G. A. Plancke, Director of Municipal Services
- Recommended Action**  
That Council receive the results of the MS17- 201 Tender identified as the installation of new watermain and appurtenances for Road 11 E, and to concur with the Town's Engineering consultant to accept and award the Tender to Sherway Contracting (Windsor) Limited, for the Tender price of \$444,444.44 + HST and to authorize the Mayor and Clerk to execute the agreement and draft the appropriate authorizing by-law.
4. **Lakefront Sanitary Interceptor through Lakeside Park Engineering Assignment** 295
- G. A. Plancke, Director of Municipal Services
- Recommended Action**  
To concur with Municipal Services to direct assign the planning, and engineering design service work required for the Lakefront Sanitary Interceptor twining through Lakeside Park project to Dillion Consulting Limited for the quoted price of \$90,900.00 + applicable taxes and disbursements; and to authorize the Director of Municipal Services to enter into a Professional Services Agreement with Dillon Consulting Limited for the above defined project.
5. **Revised Job Description for Supervisor of Municipal Facilities and Property** 305
- G. A. Plancke, Director of Municipal Services
- Recommended Action**  
That Council approve the revised Supervisor of Municipal Facilities and Property job description.
6. **West Side Collector Road and Watermain Update** 313
- G. A. Plancke, Director of Municipal Services
- Recommended Action**  
That Council receive the updated information presented, and to recommend Concept 2 to Amico Properties Inc. as the preferred alternative for the proposed West Side Collector Road, and further to continue dialogue with Amico Properties to determine the cost sharing agreement details related to the West Side Collector Road, and Trunk watermain to be included in a future Development Agreement which will be considered at a future regular meeting of Council.
7. **Mare Nostrum 16 Main St. W Request to install and operate a sidewalk café** 318



R. Brown, Manager of Planning Services

**Recommended Action**

It is recommended that Council approve a licensed patio on the municipal right-of-way for 16 Main St. W. (Tony's Panini) for an initial term of one year subject to the owner entering into an appropriate use agreement with the Town including the provision of the necessary monetary contribution to cover establishment and maintenance of the necessary temporary infrastructure.

**8. Application for Site Plan Amendment SPA 20 18 324**

R. Brown, Manager of Planning Services

**Recommended Action**

It is recommended that Council approve site plan amendment SPA/20/18, for lands located at 86 and 106 Wile Avenue, subject to the conditions outlined in the site plan agreement, for a phased commercial/industrial storage development consisting of a total of 4,842.2 sq. m (52,122.7 sq. ft.) of new buildings and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

**9. Municipal Funding Agreement – Ontario's Main Street Revitalization Initiative 335**

P. Van Mierlo-West, CAO

**Recommended Action**

That Council receives the report titled Municipal Funding Agreement – Ontario's Main Street Revitalization Initiative dated May 23, 2018 regarding the Municipal Funding Agreement for the Ontario's Main Street Revitalization Initiative Program and that the Mayor and Clerk are directed to sign the agreement.

**J. MINUTES OF THE PREVIOUS MEETINGS**

**1. Regular Meeting of Council--May 14, 2018 356**

**2. Regular 'Closed Session' Meeting of Council--May 14, 2018**

**Recommended Action**

That Council receives Regular Meeting of Council Minutes dated May 14, 2018, and Regular "Closed Session" Meeting of Council Minutes dated May 14, 2018.

**K. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

**1. Tourism and Economic Development Committee - March 8, 2018 372**

**Recommended Action**



That Council receives Tourism and Economic Development Committee Meeting Minutes dated March 8, 2018

2. **Union Water Supply System Joint Board of Management - April 4, 2018** 376

**Recommended Action**

That Council receives Union Water Supply System Joint Board of Management Meeting Minutes dated April 4, 2018

3. **Committee of Adjustment - April 17, 2018** 382

**Recommended Action**

That Council receives Committee of Adjustment Meeting Minutes dated April 17, 2018

**L. BUSINESS CORRESPONDENCE - INFORMATIONAL** 384

1. **Doug Plumb, Correspondence received May 23, 2018 RE: Kingsville Highland Games Draft Proposal** 387

2. **Royal Canadian Legion, Branch #188--Correspondence from Lynne Crawford, Branch 188 President dated May 7, 2018 RE: Invitation to annual Memorial Sunday Service on June 3, 2018 at 2:00 p.m. at Greenhill Cemetery** 405

3. **Ministry of Agriculture, Food and Rural Affairs--Correspondence received May 3, 2018 RE: Ontario Community Infrastructure Fund 2018 Top-up Intake Launch** 406

4. **Ontario Good Roads Association--Correspondence dated April 24, 2018 RE: Invitation to join the "Preferred Autonomous Vehicles Test Corridor"** 407

5. **Minister of Seniors Affairs--Correspondence dated April 2018 RE: Seniors' Month** 421

6. **Town of Oakville--Correspondence from V. Tytaneck, Town Clerk, dated May 11, 2018 RE: CN Intermodel Update** 422

7. **Municipality of East Ferris--Resolution No. 2018-165 passed May 8, 2018 RE: Support of Bill 16, Respecting Municipal Authority over Landfilling Sites Act introduced by MPP Ernie Hardeman** 425

**Recommended Action**

That Council receives Business Correspondence - Informational Items 1 through 7.

**M. NOTICES OF MOTION**

**N. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES**



## O. BYLAWS

1. **By-law 59-2018** 427  
Being a by-law to provide for the construction of a bridge over the 9th Concession Road Drain; Owner: Thomas and Melissa Neufeld and Kottoor Investments Inc. (530-01900 and 530-01830)  
To be read a first and second time
2. **By-law 60-2018** 437  
Being a By-law to provide for the construction to replace and improve Road 10 Crossing Over the Patterson Drain in the Town of Kingsville in the County of Essex  
To be read a first and second time
3. **By-law 63-2018** 441  
Being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/08/18; 1507 Road 3 East)  
To be read a first, second and third and final time.
4. **By-law 64-2018** 444  
Being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/09/18; 1000 County Road 34)  
To be read a first, second and third and final time
5. **By-law 65-2018** 447  
Being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/10/18; 2415-2495 County Road 18-Road 4 E)  
To be read a first, second and third and final time
6. **By-law 68-2018** 450  
Being a By-law to authorize the entering into of a Municipal Funding Agreement with The Association of Municipalities of Ontario in order to participate in Ontario's Main St. Revitalization Initiative  
To be read a first, second and third and final time

## P. CLOSED SESSION

Pursuant to section 239(2) of the *Municipal Act, 2001*, Council will enter into Closed Session to address the following items:



1) Section 239(2)(d) labour relations or employee negotiations; being update pertaining to the status of part-time collective agreement negotiations.

**Q. REPORT OUT OF CLOSED SESSION**

**R. CONFIRMATORY BY-LAW**

**1. By-law 69-2018**

469

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its May 28, 2018 Regular Meeting

To be read a first, second and third and final time

**S. ADJOURNMENT**



Council of the Town of Kingsville

Property tax has been an issue for this volunteer organization for many years. Exemptions have been granted to Museums based on a section of the assessment act.

I have researched this thoroughly and have received information from the Ministry of Finance the authority for the assessment act that the lower municipality can grant an exemption, this was also confirmed by a representative from MPAC.

Exemptions for Museum were based on the following section.

### **Assessment Act**

#### **R.S.O. 1990, CHAPTER A.31**

[3.](#)

Property assessable and taxable, exemptions

#### **Property assessable and taxable, exemptions**

**3** (1) All real property in Ontario is liable to assessment and taxation, subject to the following exemptions from taxation:

#### **Exhibition buildings of companies**

16. The land of every company formed for the erection of exhibition buildings to the extent to which the council of the municipality in which the land is situate consents that it shall be exempt.

In doing research on the subject of property tax this came to my attention years ago that the following Museums have been given exemption under this section. This was confirmed in speaking with administration of the City of Toronto and then further confirmed through research at the Legislative Assembly of Ontario Library.

City of Toronto:

Textile Museum of Canada (1992)

Hockey Hall of Fame (1993)

Bata Shoe Museum (1995)

Toronto's First Post Office (2000)

The following criteria was used in determining exemption for the above listed museums.

- the applicant must be providing an exhibition, such as arts, culture, history, or any other display considered by council as appropriate;
- the exhibition must be open to all residents of the city;



- if an entrance fee is charged, it must be a reasonable fee;
- the applicant must be a non-profit organization; and
- the applicant must be providing “a major, one-of-a-kind exhibit which provides cultural, educational, and/or historical benefits to the community as a whole.”

Peterborough City Council granted an exemption for the Canadian Canoe Museum in 2001.

It was also noted through research that that municipalities are not bound by legislated criteria. Each municipality may consider whatever factors it regards as relevant to a s. 3(1)16 exemption.

In speaking with a representative from MPAC if this exemption is approved, it was suggested to be by a by-law.

Respectfully submitted

Katherine Gunning

Kingsville Historical Park Museum





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
[www.kingsville.ca](http://www.kingsville.ca)  
[kingsvilleworks@kingsville.ca](mailto:kingsvilleworks@kingsville.ca)

## NOTICE OF MEETING TO CONSIDER THE ENGINEER'S REPORT

*Drainage Act, R.S.O. 1990, c. D.17, s.42*

### To All Affected Property Owners:

In accordance with section 42 of the *Drainage Act*, you as an owner of land affected by the proposed drainage works for the **Patterson Drain** are requested to attend a council meeting to consider the final report filed with the Town of Kingsville for this drainage works.

If the share of the project cost assessed to your property is more than \$100, a copy of the report is included with this notice.

This meeting will take place:

**Date:** Monday, May 28, 2018 @ 7:00 p.m.  
**Location:** Town of Kingsville Municipal Office  
**Address:** 2021 Division Road North, Kingsville

**Failure to attend meeting:** If you do not attend the meeting, it will proceed in your absence. If you are affected or assessed by this proposed project, you will continue to receive notification as required by the *Drainage Act*.

### Activities at the meeting to consider the report:

- Usually the engineer will present a summary of the report to council
- Council must decide whether or not to proceed with the project by provisionally adopting the engineer's report by by-law; they also have the option to refer the report back to the engineer for modifications.
- All property owners affected by the drain will have an opportunity to influence council's decision
- There is no right to appeal assessments or other aspects of the engineer's report at this meeting; these appeal rights will be made available later in the procedure. *Drainage Act*, R.S.O. 1990, c. D. 17, s. 47-54.

Dated this 8<sup>th</sup> day of MAY, 2018.

*Ken Vegh*

**Ken Vegh, CRS**  
Drainage Superintendent  
Municipal Services Department  
The Corporation of the Town of Kingsville



**ROAD 10 CROSSING OVER THE PATTERSON DRAIN**

**(Geographic Township of Gosfield North)**

**TOWN OF KINGSVILLE**

**N. J. PERALTA ENGINEERING LTD.**

**Consulting Engineers**

45 Division St. N., Kingsville, Ontario N9Y 1E1

Tel. (519) 733-6587

*Project No. D-17-029*







April 23rd, 2018

Mayor and Municipal Council  
Corporation of the Town of Kingsville  
2021 Division Road North  
KINGSVILLE, Ontario  
N9Y 2Y9

Mayor Santos and Members of Council:

**SUBJECT: ROAD 10 CROSSING OVER THE PATTERSON DRAIN  
(Geographic Township of Gosfield North)  
Town of Kingsville, County of Essex  
Project No. D-17-029**

---

**I. INTRODUCTION**

In accordance with the instructions received by letter of April 18th, 2017, from the Drainage Superintendent, Mr. Ken Vegh, we have prepared the following report that provides for the replacement and improvements to the existing road crossing culvert across Road 10, within the Patterson Drain. These investigations were initiated by a resolution passed by Council for our firm to undertake the required works towards the preparation of an Engineer's Report for the replacement of said road crossing culvert, in accordance with the Drainage Act. A plan showing the general location, as well as the necessary details which pertain to the replacement of the above mentioned culvert, is included herein as part of this report.

The request to provide an Engineer's Report to address the replacement and improvements to said road crossing culvert within the Patterson Drain was submitted by Andrew Planke, Director of Municipal Services, for the Town of Kingsville.

Our appointment and the works relative to the improvements to the existing road crossing culvert within the Patterson Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2017". We have performed all of the necessary survey, investigations, etc., for the Patterson Drain and we report thereon as follows.

**II. BACKGROUND AND WATERSHED CHARACTERISTICS**

The Patterson Drain is an existing open Municipal Drain which provides drainage to the lands primarily located within the northern portion of the Town of Kingsville and a small portion within the Town of Lakeshore. The upper end of the Patterson Drain commences at the south side of the Road 10 between Lot 22 and Lot 23, where it collects flows from the East and West Branch of the Patterson Drain. From the south side of Road 10, the open drain



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

extends downstream in a northerly direction through Concessions 10 and 11 and outlets into Lot 29, Concession 4, within the Town of Lakeshore, into the Ruscom River. The subject road crossing culvert conveys runoff from the lands south of Road 10, within the Town of Kingsville.

The Patterson Drain is predominantly located within the Brookston Clay soil type. This soil type is categorized as Hydrological Soil Group D and is described to have a low infiltration rate when thoroughly wetted and consists largely of soils with claypan or clay layer at or near the surface and shallow soils over nearly impervious material. The topography of the lands within the watershed are very flat, with the bottom of this drain having minimal gradient. As a result, these soils require effective artificial drainage to be productive.

### **III. DRAINAGE HISTORY**

A review of the Town of Kingsville's drainage records indicate that the Patterson Drain is an existing open Municipal Drain that has been repaired and improved on a number of previous occasions under the provisions of the Drainage Act. The last major work of repair and improvement on this drainage system was completed under an Engineer's Report prepared by W.J. Settingington, P.Eng., dated December 12th, 1972. Under this report, the entire length of the 10th Concession Road Branch (East) as well as the entire length of the Patterson Drain, which are open drains, were cleaned of sediment and brushed throughout. This report did not provide for any improvements to any of the access bridges in the drain but identified the existence of two (2) private access bridges and three (3) municipal roadway bridges along its length. The report did not explicitly establish a mechanism or conceptual method of dealing with the future maintenance of all of said bridges.

From our review of the Town's records, we found that no further improvements have been performed on this drain. However, an Updated Maintenance Schedule Report was prepared by Nick J. Peralta, P.Eng., dated June 16th, 2004, for the reassessment of the "Patterson Drain and the 10th Concession Road Branch (East)", so that costs for future maintenance works on this drain may be fairly assessed. Furthermore, this report reviewed all existing access bridges within the subject drain and provided for future cost sharing provisions for each.

The Road 10 crossing within the Patterson Drain has been identified within the above mentioned By-Laws and is therefore, a legal entity with respect to this Municipal Drain. As identified within the 2004 Updated Maintenance Schedule Report, for all future maintenance works performed on the subject road crossing culvert under Road 10, the costs shall be entirely assessed to the Town of Kingsville.



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

### **III. PRELIMINARY INVESTIGATIONS AND ON-SITE MEETING**

After reviewing all of the drainage information and documentation provided by the Drainage Superintendent, we arranged for an On-Site Meeting to be scheduled for May 29th, 2017. The following people were in attendance at said meeting: Kevin Girard (Town Manager of Municipal Services), Ken Vegh (Town Drainage Superintendent), and Tony Peralta (N.J. Peralta Engineering Ltd.).

Upon introductions, it was generally discussed that a written notice has been submitted by the Town of Kingsville, requesting the replacement of the existing road crossing culvert under Road 10 and within the Patterson Drain.

Mr. Girard outlined that this structure had been identified within the 2014 Kingsville Bridge and Culvert Needs Study, prepared by Dillon Consulting. From this report, we reviewed the details of the existing road crossing culvert and outlined the current condition, together with the various deficiencies with said structure. Based on the results of this report, the Town wishes to proceed with the replacement of said structure through the provisions of the Drainage Act. Mr. Girard further outlined that the Town had allocated costs within their budget for construction to commence in 2018.

Town staff was reminded that all costs associated to this road crossing culvert shall be entirely assessed to the Town of Kingsville under Section 26 of the Drainage Act, for the works caused by the existence of Road 10.

The Drainage Act processes were reviewed in great length and detail. The overall Engineer's Report and future maintenance processes and general timeframes were generally reviewed with the representatives. They were also advised that it was likely that the works in this drain were not to be undertaken between March 15th and June 30th, unless otherwise permitted by the Department of Fisheries and Oceans (D.F.O), Essex Conservation Authority (E.R.C.A), and the Ministry of Natural Resources and Forestry (M.N.R.F.).

The representatives were also advised that the work conducted under this project would be subject to further approvals and mitigation measures of the D.F.O, E.R.C.A. and the M.N.R.F.

As outlined within the 2014 Dillon Consulting report, the existing structure had various deficiencies, such as: broken railings, concrete delamination, spalling and scaling, together with very steep side slopes and ongoing embankment erosion at the wing walls. Further discussions ensued regarding the improvements required to the existing structure which directly affect the current roadway. With the existing structure having insufficient length, the existing roadway currently narrows at the bridge location with little to no shoulder. Therefore, the Town representatives had



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

requested a longer structure be considered to allow for a seamless transition across the new structure. It was further discussed that once the structure is surveyed and examined, a subsequent meetings shall be conducted to discuss available improvement options that may be considered as part of this project.

On this note, the On-Site Meeting had concluded.

#### **IV. FIELD SURVEY AND INVESTIGATIONS**

Following the On-Site Meeting and discussions with the Town, we arranged for our Survey Crew to attend the site and perform a topographic survey, including taking the necessary levels and details, to establish the design parameters for the installation of this replacement bridge. Benchmarks were looped from previous work carried out on the drain and were utilized in establishing a site benchmark near the location of the road crossing replacement. The survey work included picking up all of the details in the vicinity of the existing crossing. We also surveyed the drain for a considerable distance both upstream and downstream of the subject access bridge, in order to establish a design grade profile for the installation of same. We also took cross-sections of the Patterson Drain and it's Branches at the general location of the proposed bridge, as necessary, for us to complete our design calculations, estimates and specifications.

With respect to the Endangered Species Act 2007, the Ministry of Natural Recourses and Forestry (M.N.R.F.) Municipal Drain agreements, under Section 23 of the this Act, with the Municipality have expired as of June 30th, 2015. New regulation provisions have replaced these existing drain agreements under Ontario Regulation 242/08, Section 23.9 which allows the Municipality to conduct repairs, maintenance, and improvements, within existing Municipal Drains, under the Drainage Act to be exempt from Section 9 and 10 of the Endangered Species Act, so long as the rules in the regulation are followed. If eligible, the regulatory provision allows Municipalities to give notice to the Ministry by registering their drainage activities through an online registry system.

Once we had established a general scope of work on this project, our office had engaged in correspondence with the E.R.C.A. to provide general details of the project and to address any comments and/or concerns that they would have as it relates to the established scope of work. The E.R.C.A. had provided their initial comments outlining that the design proposal was to be submitted to them to demonstrate that the level of service for this structure would remain unchanged and/or not significantly lowered. In addition, consideration was to be given to the size of the current opening versus the proposed opening and potential ice/debris blockage issues. These details helped establish the extent of analysis and to determine the design requirements of the proposed replacement structure.



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

For the purpose of establishing the watershed area upstream of the subject access bridge location, and determining the culvert size required for same, we investigated and reviewed the Engineer's Report on the "Patterson Drain and the 10th Concession Road Branch (East)" prepared by W.J. Settingington, P.Eng., dated December 12th, 1972, along with the Updated Maintenance Schedule Report prepared by Nick J. Peralta, P.Eng., dated June 16th, 2004. All of the above investigations provided us with the correct watershed area affecting the size of the subject road crossing culvert replacement.

## **V. FINDINGS AND RECOMMENDATIONS**

### **E.R.C.A., D.F.O. and M.N.R.F. Considerations**

During the course of our investigations, this drainage project was discussed and reviewed in detail with Ms. Cynthia Casagrande, of the E.R.C.A., to deal with any E.R.C.A. issues and comments related to the "Conservation Authorities Act" and this Municipal Drain. The Patterson Drain is located within the regulated area and is under the jurisdiction of the E.R.C.A., and therefore an E.R.C.A. Permit is required for the improvements to this road crossing culvert within the Patterson Drain. Upon their request, a design proposal was submitted to the E.R.C.A. for their review and consideration. Further to the above, the E.R.C.A. provided us with their comments and concerns through email correspondence, and said email is included herein as **Appendix "A"**.

As it relates to the requirements of the "Fisheries Act", the proposed works in the Patterson Drain was "Self-Assessed" by the Engineer, through the Department of Fisheries and Oceans (D.F.O.) website to determine whether this project shall be reviewed by D.F.O. The Patterson Drain is considered a Class "F" drain through the Department of Fisheries and Oceans (D.F.O.), which means that the drain has intermittent flow and likely does not contain federally listed Aquatic Species at Risk. Based on the D.F.O. Self-Assessment website and their applicable guidance documents, we have determined that the project activities would not require a D.F.O. review for the works proposed under this project, so long as standard measures for fish habitat and migration are implemented. A copy of the D.F.O. "Best Management Practices - Culvert Replacements in Municipal Drains" document is included within **Appendix "A"**.

Under the Species at Risk Provincial Legislation, set in place with the Ministry of Natural Resources and Forestry (M.N.R.F.), Section 23.9 of the Endangered Species Act, 2007, allows the Municipality to conduct eligible repair, maintenance, and improvement work under the Drainage Act that exempts these works from Sections 9 and 10 of this Act, so long as they follow the rules within Ontario Regulation 242/08.



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

In recognition of impact that these species may experience as a result of the subject works, the Town of Kingsville has provided comprehensive mitigation measures as well as species identification guides for reference. These references shall be provided to the successful Tenderer and shall be available for viewing at the Municipal Office for those interested.

Through correspondence with the E.R.C.A. regarding the Conservation Authorities Act, the self-assessment under the Fisheries Act, and the mitigation measures related the Endangered Species Act, we have provided for all of the E.R.C.A., D.F.O., and M.N.R.F. concerns and issues in our design and recommend that this drainage works be constructed in total compliance with all of the above.

**Road Crossing Improvements**

Prior to the completion of our Engineer's Report on this project, we have various meetings and correspondence with Town Staff to review and discuss the particulars of the proposed road crossing replacement, in great length and detail. Furthermore, preliminary designs were presented and reviewed with Town Staff to ensure that they meet all of the required improvements necessary to address the proposed crossing.

The existing reinforced concrete span bridge consists of approximately 7.5m in length and varies in opening size from the upstream to the downstream, with the smallest cross-section at the downstream end consisting of approximately 3.04m Span x 2.3m Rise. The existing length of the structure provides for a narrow road width, with little to no gravel shoulder. As a result, the existing roadway crossing is perceived to be unsafe for the travelling public. We find the existing structure to be in poor physical condition, with various deficiencies. It shall be noted that this structure currently has an adequate opening size to convey the required 1:100 year storm event flows.

Through our correspondence and meetings with Town Staff, we presented various options related to the culvert length that would provide an unencumbered roadway platform over the crossing with wider shoulder widths, while providing the travelling public with a greater level of comfort when crossing the structure.

Currently, the existing structure is without any public safety features, such as guard rails. After conferring with the Ministry of Transportation (M.T.O.) Roadside Safety Manual, along with the Transportation Association of Canada (T.A.C.) Geometric Design Guide for Canadian Roads, we presented Town Staff with available options to consider as it relates to public safety and the potential for the installation of guard rails. This feature would be in addition to the proposed extended culvert length. In summary, these documents outlined the parameters in which warrants the necessity for additional public safety features. Ultimately, the determining factors are essentially evaluated by the level of



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

risk the situation presents. After investigating the daily traffic volumes, historical and potential accident occurrences, together with the public perception and current farming preferences, Town Staff determined that this crossing has a very low level of risk for potential traffic accidents. As a result, it was determined that guard rails would not be required for this application at this time. In accordance with the above noted safety manuals, other features have been adopted into our design in efforts to provide a safer crossing. These features include the exclusion of any roadside hazards or obstacles.

As part of our investigations, we had requested utility locates and found that various utilities could potentially be in conflict with the proposed culvert replacement. In light of the potential conflicts, we arrange for hydro-vacuum excavations to expose and establish depths for each potential conflicting utility. Based on the information provided by the Utility Companies, along with the findings from our hydro-vacuum excavations, we determined that Union Gas, Hydro One and Gosfield North Communications infrastructure will be in major conflict with the proposed road crossing culvert replacement. Based on our discussions with each affected utility, we arranged for coordination with each utility to initiate the relocation of their infrastructure.

After a considerable amount of correspondence with each utility company, we were able to rectify all of the conflicts with the associated utilities. Each utility company have confirmed that all conflicts shall be addressed at the earliest, and shall not conflict with the timing of the proposed culvert replacement construction. Based on this information, we were able to finalize our design and report.

In addition to the road crossing culvert replacement, the Town of Kingsville has a road resurfacing program in place for all roads. When improving the road surface on Road 10 in recent years, a portion of the road over the subject road crossing culvert was unimproved with anticipation of the replacement of the subject road crossing culvert. With the existing road crossing culvert now being replaced, Town Staff has requested to include the placement of new asphalt pavement, as part of the road crossing culvert replacement project.

Based on our detailed survey, investigations, examinations, and discussions with Town Staff, we recommend that the existing road crossing culvert be replaced within the Patterson Drain. The new road crossing culvert shall consist of approximately 12.0 metres of 4200mm Span x 2400mm Rise Precast Concrete Box Culvert, together with Interlocking Concrete Block Headwall System and cable concrete erosion protection. This new road crossing culvert shall be installed at the location and to the general parameters as established in our design drawings attached herein.



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

With the replacement of the existing road crossing being provided entirely for the existence of Road 10, all of the costs associated with said crossing are to be entirely assessed to the Town of Kingsville. All of same has been provided for within the Construction Schedule of Assessment included within this report.

#### **VI. ALLOWANCES AND COMPENSATION**

All of the road crossing work under this project shall be carried out within the Road 10 road allowance. All areas disturbed by these works are specified for full restoration; therefore, these works shall not result in any loss of production of agricultural property, or any indirect damages to the non-agricultural areas. Therefore, no allowances or compensation has been provided for under this report, pursuant to Section 29 and/or Section 30 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2017".

#### **VI. ESTIMATE OF COST**

Our estimate of the total cost of this work, including all incidental expenses, is the sum of **TWO HUNDRED AND SIXTY SEVEN THOUSAND TWO HUNDRED AND NINETY FOUR DOLLARS (\$267,294.00)** made up as follows:

#### **CONSTRUCTION**

- Item 1) **Traffic Control;** Supply, install and maintain traffic control measures, including signs, flashers, and other traffic control devices to Ontario Traffic Manuals and MTO Roadside Safety Manual requirements. Remove all components at completion of project. Lump Sum \$ 20,000.00
- Item 2) **Temporary Silt Barriers and Flow Conveyance Systems;** Supply, install and maintain temporary silt barrier, flow conveyance system and dewatering, including all additional equipment to ensure continuous conveyance of flow in drain during construction, including removal of all components at the completion of project. Lump Sum \$ 5,000.00



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

- Item 3) **Removal of Existing Structure and Pavement;** Provide all labour and equipment to excavate, completely remove and dispose of the entire existing concrete bridge deck, bridge abutments, wingwalls, footings, quarried limestone, etc., together with the existing tar and chip pavement slated for removal within the entire project site, including all deleterious materials, complete. Lump Sum \$ 5,500.00
- Item 4) **4.2m x 2.4m CHBDC CAN/CSA S6-14 Precast Box Culvert;** Supply and install approximately 12.0 lineal metres of new 4.2m x 2.4m precast box culvert across the Road 10 right-of-way to CHBDC CAN/CSA S6-14 complete including certified design and shop drawings, reinforcement and/or distribution slab, wall drains, geotextile at joints, apron wall at each end, excavation, bedding, cover, backfill and restoration as shown on drawings, complete at \$8,000.00 per lineal metre. \$ 96,000.00
- Item 5) **Waterproofing;** Supply and install hot applied asphalt membrane deck waterproofing including reinforcing fabric at joints. Lump Sum \$ 4,600.00
- Item 6) **Shear Plates;** Supply and install stainless steel plates, adhesive anchors and hardware at precast culvert section joint at driveway and road locations shown on the drawings, approximately 15 units at \$800.00 each. \$ 12,000.00
- Item 7) **Cable Concrete Erosion Protection;** Supply and install approximately 155 square metres of CC-35 Cable Concrete Mats erosion protection system on geotextile where required at locations shown on contract drawing, including all necessary excavation, clamps, anchors, etc., at \$95.00 per square metre. \$ 14,725.00
- Item 8) **Precast Interlocking Concrete Block Headwalls;** Supply and install precast interlocking concrete block headwalls at both ends of new culvert, including excavation, drainage material, geotextile filter cloth, dowels with concrete fill, bedding, backfill, restoration, etc., complete. Lump Sum \$ 26,000.00



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

Item 9)	<b><u>Culvert Replacement and Re-alignment;</u></b> Provide all labour, equipment and materials to remove and dispose of approximately 7.0 metres of existing 450mm diameter CSP and replace same with 450mm diameter, smoothwall H.D.P.E. Boss 2000 plastic pipe with mortar joint connection, including excavation, granular bedding, backfill, compaction and restoration compaction, topsoil, seeding and mulching, cleanup and restoration, complete.	Lump Sum	\$ 3,500.00
Item 10)	<b><u>Asphalt Pavement Restoration;</u></b> Replace removed tar and chip pavement with minimum 100mm thick, of HL-4 Asphaltic Concrete Pavement in minimum 2 equal lifts, supplied, laid, and compacted for the full width of the roadway and for a total distance of 50.0 metres (25.0 metres on both sides of new culvert), complete, approximately <u>82.0</u> tonnes, at <u>\$280.00</u> per tonne.		\$ 22,960.00
Item 11)	<b><u>Final Cleanup and Restoration;</u></b> Provide all labour, equipment and materials to clean up the project site on completion of the work, complete.	Lump Sum	\$ 5,000.00
Item 12)	Net H.S.T. on Items above (1.76%)		\$ 3,789.00

---

**TOTAL FOR CONSTRUCTION**

**\$219,074.00**

---

**INCIDENTALS**

1)	Report, Estimate, and Specifications	\$ 9,900.00
2)	Survey, Assistants, Expenses, and Drawings	\$ 12,000.00
3)	Duplication Costs of Drawings and Report	\$ 800.00
4)	Estimated Cost of Letting the Contract including Preparation of Tender Documents, Tender Review, and Tender Advertisement in The Windsor Star	\$ 2,000.00
5)	Estimated Cost for Full-Time On-Site Inspections, and Periodic Supervision and Project Management during Construction (based on a 3.0 weeks duration)	\$ 14,500.00
6)	Pre-Engineering Utility Locate Charges, including Hydro-Vacuum Excavation	\$ 1,400.00



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

7) Cost for third Party Geotechnical Investigations, and material testing	\$ 6,000.00
8) Net H.S.T. on Items above (1.76%)	\$ 820.00
9) Estimated Cost for E.R.C.A. Permit (if required)	\$ 800.00
<hr/>	
<b>TOTAL FOR INCIDENTALS</b>	<b>\$ 48,220.00</b>
<b>TOTAL FOR CONSTRUCTION (brought forward)</b>	<b>\$ 219,074.00</b>
<hr/>	
<b>TOTAL ESTIMATE</b>	<b>\$ 267,294.00</b>
<hr/>	

#### **VII. DRAWINGS AND SPECIFICATIONS**

As part of this report, we have attached design drawings for the Road 10 Crossing Over the Patterson Drain, consisting of Sheets 1 and Sheet 2. The design drawings show the subject road crossing location and the details of construction.

Furthermore, Bench Marks were established therein for the structure detail. The drawings attached herein have been reduced in size and the scale therefore varies; however, full scale drawings can be viewed at the Kingsville Municipal Office, if required.

Also attached, we have prepared Specifications which set out the required construction details for the various aspects of the works to be conducted under this report. We have also included Installation Guidelines for "Interlocking Block Headwalls" and "Cable Concrete Erosion Protection" related to the intended works, labelled herein as **Appendix "B"**.

A Geotechnical Exploration Report, provided by Golder Associates Ltd., has been included within this report which outlines geotechnical information and soil bearing capacities along with recommendations for backfilling and construction considerations. This document has been labeled herein as **Appendix "C"**

#### **VIII. CONSTRUCTION SCHEDULE OF ASSESSMENT**

We would recommend that all of the costs associated with the construction and improvements to the Road 10 Crossing Over the Patterson Drain shall be assessed to the Town of Kingsville Public Works Department for the works caused by the existence of their public roadway, in accordance with Section 26 of the Drainage Act.



**Report** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

This assessment is listed under Section 6 of the **Construction Schedule of Assessment** and shall be non-proratable.

**IX. FUTURE MAINTENANCE**

After the completion of all of the works associated with the roadway culvert replacement within the Patterson Drain, said installations shall be maintained in the future by the Town of Kingsville under the provisions of the Drainage Act. All of the costs for the maintenance and repair of said new road crossing and ancillary works shall be carried out at the sole expense of the Town of Kingsville Public Works Department. The future works of maintenance for which the Town of Lakeshore Public Works Department shall be solely responsible for shall be limited to and controlled by the lengths, dimensions, specifics, and appurtenances detailed within this report and the attached final design drawings and specifications.

All of the above provisions for future maintenance under this report, shall remain as aforesaid until otherwise determined under the provisions of the "Drainage Act, R.S.O. 1990, Chapter, D.17, as amended 2017".

All of which is respectfully submitted.

**N. J. PERALTA ENGINEERING LTD.**



Antonio B. Peralta, P.Eng.

ABP/amm  
Att.



**N. J. PERALTA ENGINEERING LTD.**

Consulting Engineers  
45 Division Street North  
KINGSVILLE, Ontario  
N9Y 1E1



**CONSTRUCTION SCHEDULE OF ASSESSMENT**  
**ROAD 10 CROSSING OVER THE PATTERSON DRAIN**  
**TOWN OF KINGSVILLE**

**6. SPECIAL NON PRO-RATEABLE ASSESSMENTS (non-agricultural (Sec.26)):**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aft'd	Hectares Aft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
Kingsville Roads Department					Town of Kingsville	\$ 267,294.00	\$ -	\$ -	\$ 267,294.00
<b>Total on Special Non Pro-Rateable Assessments (non-agricultural (Sec.26)).....</b>						<b>\$ 267,294.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 267,294.00</b>
<b>TOTAL ASSESSMENT</b>						<b>\$ 267,294.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 267,294.00</b>

1 Hectare = 2.471 Acres  
D-17-029  
April 23rd, 2018







## **SPECIFICATIONS**

### **ROAD 10 CROSSING OVER THE PATTERSON DRAIN**

#### **(Geographic Township of Gosfield North)**

#### **TOWN OF KINGSVILLE**

##### **I. GENERAL SCOPE OF WORK**

The Patterson Drain is an existing open Municipal Drain which provides drainage to the lands primarily located within the northern portion of the Town of Kingsville and a small portion within the Town of Lakeshore. The upper end of the Patterson Drain commences at the south side of the Road 10 between Lot 22 and Lot 23, where it collects flows from the East and West Branch of the Patterson Drain. From the south side of Road 10, the open drain extends downstream in a northerly direction through Concessions 10 and 11 and outlets into Lot 29, Concession 4, within the Town of Lakeshore, into the Ruscom River. The subject road crossing culvert is located across Road 10 and conveys runoff from the lands south of the roadway. The work under this project generally comprises of the removal and replacement of the existing road culvert crossing Road 10. These works include the removal of existing bridge structure, headwalls, tar and chip pavement, the installation of new concrete structure, new interlocking precast concrete block headwalls, cable concrete erosion protection, granular bedding, granular approach and backfill, transition areas, roadway pavement placement and all ancillary work related thereto including cleanup and restoration. The proposed work is intended to address the replacement of deteriorated structure in accordance with the current standards.

All work shall be carried out in accordance with these specifications, and shall comply in all regards with **Appendix "A"**, as well as the "Interlocking Concrete Block Headwall" and "Cable Concrete Erosion Protection" installation guidelines included in **Appendix "B"**. The works shall also be carried out in accordance with the Geotechnical Exploration Report labelled **Appendix "C"**, together with the plans labelled herein as **Appendix "D"**. The open drain and structure shall be of the size, type, depth, etc., as is shown in the accompanying drawings, as determined from the **Bench Mark**, and as may be further laid out at the site at the time of construction. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and/or the Consulting Engineer.

##### **II. E.R.C.A. AND D.F.O. CONSIDERATIONS**

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to minimize the amount of silt and sediment being carried downstream into the Ruscom River. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the Ruscom River. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

ensure a protective cover and to minimize any erosion from the work sites subsequent to construction. The Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available. The Contractor is advised that no work shall be carried out in the existing drain from March 15th to June 30th, of any given year, because the drain is directly connected to a downstream drain that is classified as sensitive to impacts on aquatic life and habitat by the E.R.C.A. and D.F.O.

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

- a) As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
- b) All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
- c) To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and their Contractors to ensure that sediment and erosion control measures are functioning properly and are maintained and upgraded as required.
- d) Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
- e) All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

Not only shall the Contractor comply with all of the above, it shall also be required to further comply with the notes included within the email from Cynthia Casagrande, of the E.R.C.A. Furthermore, the Contractor shall also review and comply with the "Best Management Practices - Culvert Replacements in Municipal Drains" document prepared by the D.F.O. Both of which have been included within **Appendix "A"**.

### **III. M.N.R.F. CONSIDERATIONS**

Under the Species at Risk Provincial Legislation, set in place with the Ministry of Natural Resources and Forestry (M.N.R.F.), Section 23.9 of the Endangered Species Act, 2007, allows the Municipality to conduct eligible repair, maintenance, and improvement work under the Drainage Act that exempts these works from Sections 9 and 10 of this Act, so long as they follow the rules within Ontario Regulation 242/08.

Prior to commencing work, the Town of Kingsville will complete an "Endangered Species Act Review" for the Patterson Drain and will provide the Contractor with the results of said review, including Town documents for the purpose of identification of known species at risk within the project area and mitigation measures for species and habitat protection. It is the responsibility of the Contractor to make certain that necessary provisions are undertaken to ensure the protection of all species at risk and their habitats throughout the course of construction.

The Contractor will be responsible for providing the necessary equipment and materials required by the mitigation plans and shall contact the Town of Kingsville Drainage Superintendent immediately if any endangered species are encountered during construction.

### **IV. ACCESS TO WORK AND TRAFFIC CONTROL**

The Contractor is advised that the majority of the work to be carried out on this project extends across the Road 10. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works. The Contractor may use the entire width of the Road 10 right-of-way as necessary to permit the completion of the work required to be carried out for this project. The Contractor shall avoid the use of private lands to perform the required works.

The Contractor shall ensure that the travelling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. The Contractor shall be required to submit a Traffic Control Plan to the Consulting Engineer for approval from the governing Road Authorities. The Traffic Control Plan shall be carried out in accordance with the requirements of the Ontario



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

Traffic Manual's Book 7 for Temporary Conditions. The Contractor may arrange to close Road 10, from the Graham Sideroad to County Road 31 (Albuna Townline) for the proposed works. The road closure must be requested and subsequently authorized by the Town of Kingsville and in consultation with the County of Essex. The Contractor shall also ensure that all emergency services, school bus companies, etc. are contacted about any disruption at least 48 hours in advance of same. Any and all detour routes shall be established in consultation with the Town of Kingsville and County of Essex Roads Departments.

Throughout the course of the work it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the lawn areas of residential properties. Due to the extent of the work and the area for carrying out the work, the Contractor will be required to carry out all of the necessary steps to direct traffic and provide temporary diversion of traffic around work sites, including provision of all lights, signs, flag persons, and barricades required to protect the safety of the travelling public. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and/or the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil, seeding and mulching, and granular placement required to make good any damage caused.

Any damages caused, resulting from non-compliance of the above noted provisions, shall be restored by the Contractor to its original condition, at the Contractor's expense.

**V. REMOVAL OF BRUSH, TREES AND RUBBISH**

Where there is any brush, trees or rubbish along the course of the drainage works, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be put into piles by the Contractor in locations where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment, and shall ensure that the Environmental Protection Act is not violated. The Contractor shall be required to notify the local Fire Authorities and co-operate with them in the carrying out of any work. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent and/or Consulting Engineer to ensure that no decorative trees or



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical within the roadway allowances and on private lands.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Consulting Engineer, and the Owners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain and any such materials located in the bridge culverts while carrying out its cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

**VI. FENCING AND ROAD SIGNS**

Where it is necessary to take down any fence and road signs to proceed with the work, same shall be done by the Contractor across or along that portion of the work where such feature is located. The Contractor will be required to exercise extreme care in the removal of any these features so as to cause a minimum of damage to same. The Contractor will be required to replace any feature that is taken down in order to proceed with the work, and the feature shall be replaced in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for reinstalling the feature provided that it has used reasonable care in the removal and replacing of same. When any feature is removed by the Contractor, and the Owner thereof deems it advisable and procures new material for replacing the feature so removed, the Contractor shall replace the feature using the new materials and the materials from the present feature shall remain the property of the Owner.

**VII. DETAILS OF ROAD CROSSING WORK**

The Contractor shall provide all material, labour and equipment to replace the existing road crossing within the Patterson Drain, as outlined on the plans, the Schedule of items, and in these specifications.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

The existing culvert slated to be removed from the existing access bridge along the Patterson Drain, shall be replaced with new culvert materials as shown. All culverts within this project shall be set to the grades as shown on the plans or as otherwise established herein and the Town Drainage Superintendent or the Consulting Engineer may make minor changes to the bridge alignment as they deem necessary to suit the site conditions.

**VIII. REMOVALS**

Where existing culvert is to be replaced, the Contractor shall completely remove and dispose of all tar and chip asphalt, existing backfill material, concrete bridge deck, abutments, wingwalls, sidewalls, footings and steel reinforcing, together with any broken concrete slab pieces, steel sheet pile, and concrete curbs, all quarried limestone, as well as any deteriorated pipe and any deleterious materials that may be encountered in removing same. Furthermore, all unsuitable or deleterious materials from the excavation and removal of existing culverts, the granular approaches to the bridge or installation of new headwalls shall be hauled away and disposed of by the Contractor to a site to be obtained by it at its own expense. Likewise, where indicated in the plans, or in the Schedule of Items, or in the Specifications, the Contractor shall remove the existing culvert pipe at the north end of the new road crossing and dispose of same at a site to be obtained by it at its own expense. In all cases, the disposal of any trucked material will be the responsibility of the Contractor and it shall ensure that any permits required for fill disposal are obtained from the appropriate authority. The Contractor will be responsible for keeping all private and public roadways free and clear of mud and debris resulting from its use of same for access and hauling purposes.

The Contractor shall divert existing swales, tiles or pipes where they are impacted by the new bridge structure. The Contractor shall remove and dispose of unsuitable tile and extend and divert the tile with the same size Big 'O' Boss 2000 or equal material in general conformance with the "**Lateral Tile Outlet Detail**" as outlined within the accompanying drawings.

**IX. CONCRETE BRIDGE STRUCTURE**

The new concrete bridge structure shall be of precast concrete box culvert type. The new concrete bridge structure shall conform to the latest version of the Canadian Highway Bridge Design Code (C.H.B.D.C.) for Truck Loading and be constructed in general conformance with O.P.S.S. 1821 and designed for the available minimum cover. The installation of the concrete structure shall comply with O.P.S.S. 422 and 904, together with any other applicable references identified within these Specifications. **The Fabricator shall note that the subject road crossing culvert will**



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

**have less than 600mm of cover. Therefore, the Fabricator shall make provisions to include the appropriate reinforcement and/or appropriately sized concrete distribution slab within the structure design to carry all required loading based on the C.H.B.D.C. provisions.** The Contractor shall note that Geotechnical Explorations have been conducted for the proposed culvert replacement and shall assist the fabricator to design the proposed structure and footings to the appropriate bearing capacities for each structure, in addition to providing the Contractor with recommendations for the structure installation. This Geotechnical Report is attached herein as **Appendix "C"**.

The proposed structure shall include all appropriate appurtenances including, but not limited to, protection board, waterproofing, shear plates, dowels, etc. or any additional appurtenances that may be deemed necessary by the structure fabricator. Generally speaking, the following materials shall be utilized for the installation of said bridge structure and the installation of same shall comply with the manufacturer's recommendations:

Reinforcing Bars: CSA G30.18M, Grade 400R new deformed bars of billet steel. Refer to O.P.S.S. 1440 for material specifications.

Waterproofing Membrane: MEL-ROL, rolled, self-adhering membrane. Protection board for waterproof membrane shall be PC-3 heavy duty asphalt board. Both of which as manufactured by W.R. Meadows Canada, or approved equal.

Shear Plates: Precast culvert sections joint connecting plate and hardware shall be type 304 stainless steel. All anchors shall be type 316 stainless steel, Hilti-Hit Adhesive Anchors, or approved equal.

Bonding Agent: Intralok as manufactured by W.R. Meadows Canada or Sikadur 32ES as manufactured by Sika Canada Inc.

Curing Compound: CS-309 acrylic curing and sealing compound as manufactured by W.R. Meadows Canada, or approved equal.

Dowel Adhesive: Meadows Rezi-Weld Gel-Paste Cartridge System, Hilti-Hit HY150 System, Sikadur Injection Gel, Powers Acrylic - 100 System or approved equal.

Penetrating Sealer: Sikagard SN40 silane sealer as manufactured by Sika Canada Inc. or approved equal. Application shall be two (2) coats at a coverage of 3.8 sq.m./L per coat.

Joint Sealant: Sikaflex 2C NS for horizontal and vertical surfaces as manufactured by Sika Canada Inc.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

The Contractor shall arrange for the Supplier to provide full shop drawings outlining all details of the fabrication and assembly and installation of the proposed concrete box culvert to the Consulting Engineer for approval prior to proceeding with fabrication and assembly of same. **The shop drawings shall bear the seal and signature of an Engineer certifying that the design meets the minimum design standards and includes fabrication details, hardware, reinforcing schedules, etc.** The Contractor shall arrange with the Supplier for technical assistance with the assembly of the structure on-site in full accordance with the requirements of the Supplier. All assembly installation shall be carried out to avoid any damage to the structure and shall follow the Supplier's recommendation in every respect to ensure a proper and safe installation.

The Contractor will also be responsible for excavating the necessary trench for the installing a reinforced concrete apron wall at each end of the new structure. The apron walls shall be to the size, type, depth, etc., including the necessary reinforcement, as is shown and detailed within the accompanying drawings. The apron wall shall have the appropriate reinforcing steel with minimum 400 MPa yield strength and minimum 50mm of concrete cover. All concrete utilized for the apron wall, concrete structure and headwalls shall adhere to CSA type GU cement and comprise of a minimum 35 MPa concrete strength at 28 days with a water-cement ratio not to exceed 0.4 with 6%(±1%) air entrainment. Concrete compression strength tests shall conform to CSA-A23.1-M requirements and the results of said test shall be submitted to the Consulting Engineer for their records.

The Contractor is to note that when installing the new structure, it shall be required to excavate a trench having a width not less than outside span distance plus a minimum of 600mm working width on both sides of the structure.

The Contractor shall note that the placing of the new access bridge shall be performed totally in the dry, and they shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer. The Contractor shall also be required to supply a minimum of 300mm (12") of Granular "A" pipe bedding compacted to a minimum of 98% Standard Proctor Density bedding underneath the culvert pipe. Alternatively, the Contractor may supply 20mm (3/4") clear stone in lieu of Granular "A" material. All of which shall conform to O.P.S.D. 802.010 or 802.030 and shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. Furthermore, if an unsound base is encountered, it must be removed and replaced with 20mm (3/4") clear stone satisfactorily compacted in place to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

The Contractor shall be responsible for the safe and proper handling of the box culvert and shall inspect all sections to ensure that no cracks, chips or defects exist in the sections prior to placement in the drain line. Should the Contractor permit damaged culvert sections or materials to be installed in the drain line, it shall be responsible for the removal and replacement of same at its own expense, should the Engineer require such removal and replacement.

The Contractor shall lay the concrete structure to the lines, levels, and grades as shown in the accompanying drawings or as may be laid out and established by the Engineer prior to the time of construction. Prior to installation, the Contractor shall notify the Engineer for field verification of the layout. The Contractor will be held responsible for said lines, levels and grades of the structure and should the Engineer determine that the Contractor has not satisfactorily adhered to such lines, levels and grades, it may direct the Contractor to take up and re-lay any portion of the drain which does not conform to such lines, levels and grades.

The Contractor shall note the backfilling requirements outlined within the "**Typical Roadway Crossing Backfill Detail**" shown within the accompanying drawings. The Contractor shall backfill the concrete structure with Granular "B" Type II backfill compacted in place to a minimum 100% of Standard Proctor Density with the exception of the top 450mm which shall be backfilled with Granular "A" material also compacted in place to a minimum Standard Proctor Density of 100%.

The Contractor shall note that the existing roadway narrows across the existing structure. As part of the crossing improvements, the Contractor shall provide the necessary compacted Granular "A" material to widen the existing shoulders on both sides of the travelled roadway to facilitate a consistent roadway width across the proposed structure, as outlined within the accompanying drawings.

All granular backfill for the culvert installation and shoulder widening shall be satisfactorily compacted in place to the minimum Standard Proctor Density by means of mechanical compaction equipment. All of the backfill material, equipment used, and method of compacting the backfill material shall be provided and performed to the full satisfaction of the Town Drainage Superintendent or Consulting Engineer.

As part of the work, the Contractor will be required to clean out the drain including removal of all topsoil and deleterious material, along the full length of the box culvert, and clean the drain bottom for a distance 3.0m upstream and downstream of the new culvert ends. The Contractor shall dispose of all excavated and deleterious materials to a site to be obtained by it at its expense. The Contractor shall note that the survey indicates slight sedimentation in the drain as it currently exists, and the Contractor will be required to provide any and all labour,



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

materials and equipment to remove and dispose of the sediment and to set the box culvert to the required design grades including any bedding materials. Upon completion the Contractor shall ensure that there is no ponding of water adjacent to the box culvert.

The Contractor, in all cases, shall comply with these specifications and shall be read in conjunction with the fabrication design drawings. In the event that a conflict with these specifications, the fabrication drawings and specifications shall govern.

**X. PRECAST INTERLOCKING CONCRETE BLOCK HEADWALLS**

Once the new structure has been set in place, the Contractor shall construct precast interlocking concrete block headwalls at both ends of the road crossing culvert, where identified within the accompanying plans. The precast interlocking concrete block headwalls are to be provided and laid out as is shown and detailed in the accompanying drawing.

Alternatively, the Contractor may construct cast-in-place concrete headwalls in lieu of precast interlocking concrete block headwalls at no additional costs to the project and upon the authorization of the Town of Kingsville and the Consulting Engineer. If the Contractor obtains the necessary approvals to proceed with the cast-in-place concrete headwall, they shall comply with the requirements of CSA A23.1. The Contractor shall arrange for full shop drawings outlining all details of all concrete mix design, reinforcement, forming, assembly and installation of the proposed cast-in-place concrete headwall to the Consulting Engineer for approval prior to proceeding with the installation of same. **The shop drawings shall bear the seal and signature of an Engineer certifying that the design meets the minimum design standards and include fabrication details, hardware, reinforcing schedules etc.**

The standard precast interlocking concrete blocks shall be rectangular in shape with square corners and be a minimum size of 600mm x 600mm x 1200mm (2' x 2' x 4'), as available from Underground Specialties Inc., or approved equal. Blocks with modified lengths may be utilized to fill in staggered sections of the block wall. All blocks shall be cast in one pour with no cold joints and shall have a minimum compression strength of 30 MPa at 28 days. All precast concrete blocks shall be formed with interlocking pockets and tenons and each block shall be assembled in a staggered formation to prevent sliding at the interface between blocks. All precast concrete blocks shall be uniform in size with relatively smooth and consistent joints. All precast concrete blocks shall have a relatively smooth and consistent exterior finish for all blocks above the footing of the culvert. Each block shall be fitted with a lifting ring that will not interfere with the assembly of the block wall once they are set in place. Cap blocks



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

shall be utilized on the top course of the wall with the top of the cap blocks having a smooth, uniform finish.

Precast interlocking blocks that abut the culvert pipe shall be cut and shaped to fit closely around the perimeter of the culvert. The face of the wall shall not extend beyond the end of the culvert. All minor gaps between the blocks and the pipe shall be sealed with no shrink grout for the full depth of the blocks. At the base of the wall, a base block shall be used at the bottom of the interlocking block wall. The base block shall be founded on a firm solid base. When necessary, the Contractor shall provide a minimum of 150mm thickness of level compacted granular bedding, or a lean concrete footing, as a firm foundation for the blocks. The base block shall be set level and shall convey a vertical projection throughout its full height and shall include filter cloth behind the wall for the full height of the blocks to prevent soil migration through any joints. Filter cloth fabric shall be non-woven geotextile material and be minimum GMN-160 meeting O.P.S.S. Class I, or as further outlined within the shop drawings.

The interlocking block headwall shall be dowelled into the concrete culvert structure, utilizing appropriately sized stainless steel anchor rods and non-shrink grout, as illustrated in the details on Sheet 2 of the accompanying drawings.

The precast interlocking concrete block headwall shall be installed parallel to the roadway and include the 45 degree inward daylight, as illustrated within the accompanying drawings. The blocks shall extend up from the structure footing, and cross the full width of the drain and be embedded a minimum of 500mm into the drain banks. The top of the block wall shall be installed to match the height of the completed gravel shoulder, as specified within the accompanying drawings. Under no circumstance shall the top of the new headwall exceed the elevation of the existing gravel shoulder elevation. The Contractor shall embed the bottom course of blocks into the drain bottom the appropriate depth to achieve the required top elevation of the wall. The alignment of these headwalls shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.

The Contractor shall arrange for the Supplier to provide full shop drawings outlining all appropriate details, including an interlocking block layout drawings outlining block assembly and any necessary tie-backs of the proposed headwall to the Consulting Engineer for approval prior to proceeding with fabrication and assembly of same. **The shop drawings shall bear the seal and signature of an Engineer certifying that the design meets the minimum design standards and tie-back requirements.** The Contractor shall arrange with the Supplier for technical assistance with the assembly of the structure on-site in full accordance with the requirements of the Supplier. All assembly installation shall be carried out to avoid any damage to the



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

culvert and shall follow the Supplier's recommendation in every respect to ensure a proper and safe installation.

The installation of the precast interlocking concrete block headwalls and the placement of the backfill shall be carried out at the same time and shall be provided in total compliance with the shop drawings issued by the Supplier. Furthermore, the installation of the precast interlocking concrete block headwalls shall also comply with the "Block Headwall Installation Instructions for Culverts" provided by Underground Specialties Inc., as outlined in Appendix "B".

#### **XI. H.D.P.E. PIPE INSTALLATION**

The new 320 kPa Smooth Wall H.D.P.E. pipe to be installed on this project is required to be provided as one (1) continuous length; however, where it is absolutely necessary, and only with the approval of the Town Drainage Superintendent and/or the Consulting Engineer, the Contractor may be allowed to utilize two (2) equal lengths of pipe coupled together utilizing split couplers with filter cloth wrapped connections. The Contractor shall supply all material and labour in order to provide a non-woven filter cloth wrap around the full circumference of the split coupler joint connection for the covered drain installation. The filter cloth wrapped connection shall be a minimum of 250mm (10") wider than the width of the proposed coupler and shall overlap a minimum of 200mm (8"), as available from Underground Specialties Inc., of Windsor, Ontario, or equal. The specific type to be utilized shall be approved by the Town Drainage Superintendent and the Engineer prior to its' placement. The installation of all joints must be inspected and approved by the Town Drainage Superintendent or Consulting Engineer prior to any backfilling of same.

The Contractor shall note that the placement of any new culvert pipe shall be performed totally in the dry and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.

The new culvert pipe for this installation shall be provided with a minimum depth of cover from the top of the pipe of 305mm (12"). If the culvert is placed at their proper elevations, same should be achieved. If the Contractor finds that the minimum cover is not being met, they shall notify the Drainage Superintendent and the Consulting Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The minimum cover requirement is critical and must be attained.

As a check, all of the above structure design grade elevations should be confirmed before commencing to the next stage of the culvert installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Benchmark.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

The installation of the complete length of the culvert pipe, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or the Consulting Engineer's Inspector prior to backfilling any portions of same. Under no circumstance shall the Contractor commence the construction or backfill of the new culvert pipe without the site presence of the Town Drainage Superintendent or the Consulting Engineer's Inspector to inspect and approve said installation. The Contractor shall provide a minimum of forty-eight (48) hour notice to the Town Drainage Superintendent or the Consulting Engineer prior to commencement of the work. The installation of the new culvert structures are to be performed during normal working hours of the Town Drainage Superintendent and the Consulting Engineer from Monday to Friday unless written authorization is provided by them to amend said working hours.

Where the new pipe is located under an existing driveway, the Contractor shall backfill the entire trench for the width of the driveway with Granular "B" Type II backfill compacted in place to a minimum 98% of Standard Proctor Density with the exception of the top 300mm which shall be backfilled with Granular "A" material also compacted in place to a minimum Standard Proctor Density of 100%. For the remaining portion of the culvert installation, the Contractor shall backfill with clean native fill materials excavated from the removal of the existing culvert pipe. The Contractor should also note that prior to commencing its excavation that all existing topsoil should be scavenged for reuse on the project. All backfill material shall be placed in compacted lifts not to exceed 300mm thick. The Contractor is required to provide whatever mechanical equipment necessary, such as jumping jack and/or plate tamper, in order to achieve the necessary compaction levels, especially along the haunches of the new pipe.

The bottom of the trenches must be carefully excavated and trimmed to the elevation and shape of the bottom of the pipe. The bottom of the trenches shall be recessed to receive the pipe in order to allow the pipe to be uniformly supported for its' entire length. Corrections in depth of excavation caused by the Contractor excavating to an extent greater than that required for the elevation of the pipe shall be made by bedding the pipe with compacted granular material placed at the time that the pipes are being installed, at the Contractor's expense and all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. Furthermore, if an unsound base is encountered, it must be removed and replaced with 20mm (3/4") clear stone satisfactorily compacted in place to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that when replacing the existing culvert, it shall be required to excavate a trench having a width not less than the new pipe span distance plus a 300mm working width on both sides of the new pipe.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

The Contractor shall connect the replacement culvert to the existing concrete pipe with the use of a mortar joint connection. Said mortar joint shall be provided at exterior of the joint for the full circumference of the connection and be of a sufficient mass to produce a sealed joint, all to be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.

**XII. CABLE CONCRETE EROSION PROTECTION**

At the locations indicated on the plans, and adjacent to all new bridge headwalls, the Contractor shall protect the drain banks utilizing cable concrete erosion protection. Once the Contractor has cut and shaped the drain bank, the Contractor shall supply all material and labour to place CC-35 Cable Concrete erosion protection mats, or approved equivalent, on the banks of the drain as determined by the Town Drainage Superintendent or the Consulting Engineer during construction.

Prior to the installation of the erosion protection mats, the Contractor shall be required to grub out and close cut all of the vegetation which exists along the existing drain side slopes. The Contractor shall also denude the drain banks to create a smooth plane finish. In order to conserve topsoil to finish off the cable concrete installation, the Contractor shall strip all topsoil from the existing drain side slopes. Said topsoil is to be stockpiled on-site, a sufficient distance away to allow for general operations and installation of the erosion protection mats. Said topsoil shall be re-used and spread over the erosion protection mats once they have been successfully installed.

Once the drain has been successfully denuded, the erosion protection mats are to be placed on a graded smooth plane finish and same shall be underlain in all cases with a non-woven synthetic filter mat. The smooth plane bank surface shall be uniform and consistent to ensure that the erosion protection mats maintain broad contact between the proposed mats and the native soil. The mats shall be successive installed to allow maximum gap distance no greater than 50mm (2"), with a preferred distance of 25mm (1"). When completed, the mats shall be consistent, uniform, and tightly laid, and in no instance shall the mats protrude beyond the exterior contour of the unprotected drain side slopes.

The standard CC-35 Cable Concrete mat consists of concrete blocks having a trapezoidal prism shape with a minimum size of 394mm (15.5") square bottom and 292mm (11.5") square top, with a minimum height of 114mm (4.5"). These blocks are systematically interlaced with stainless steel cables poured within each block. Standard mats are typically made up of 2.44m wide x 4.88m long (8' x 16') mats placed side-by-side and clamped together to create a homogeneous erosion protection system.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

All concrete blocks shall be cast in one pour with no cold joints and shall have a minimum compression strength of 25 MPa at 28 days, together with a minimum of 5-8% air entrainment, and shall conform to CSA A23.1/A23.2. The cables shall be made of type 302 / 304 stainless steel aircraft cable, 1 x 19 construction, and shall be integrated into the concrete blocks and bisect through each block in both longitudinal and lateral directions in order to provide a flexible interlocked system. The Contractor shall also ensure that the non-woven synthetic filter mat be attached to the underside of the mats with a sufficient amount of overlap on a minimum of three (3) sides of the mats. The Cable Concrete erosion protection mats to be used for this project shall comply with the above specification and are available from International Erosion Control Systems Inc., or equal.

The installation of the cable concrete block system shall include all necessary anchors and clamps. Each mat shall be keyed in to the top and toe of the slope, to ensure that each mat is securely in place. Furthermore, the installation of the Cable Concrete erosion protection mats shall comply with the "Cable Concrete Specifications and Installation Guide" provided by International Erosion Control Systems Inc., as outlined in Appendix "B".

**XIII. BENCHMARKS**

Also, for use by the Contractor, we have established Benchmarks along the course of the work. Benchmarks have been indicated and the Elevations has been shown and shall be utilized by the Contractor in carrying out its work. The Contractor shall note that a specific design elevation grade has been provided for the invert at each end of the culvert in the accompanying profile. The profile also sets out the culvert size, materials, and other requirements relative to the installation of the road crossing structure. In all cases, the Contractor is to utilize the specified drain grade to set any new pipe installation. The Contractor shall ensure that it takes note of the direction of flow and sets all pipes to assure that all grades flow from upstream to downstream to match the direction of flow within the drain. The Contractor's attention is drawn to the fact that the culvert invert grades established herein provide for the culvert to be set a minimum of 10% of their rise below the existing drain bottom or the design grade of the drain, whichever is lower.

**XIV. ANCILLARY WORK**

During the course of any repair or improvements to the structure, the Contractor will be required to protect or extend any existing tile ends and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing solid standard duty High Density Polyethylene (H.D.P.E.) or equal plastic pipe of the same diameter as the



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

existing tile and shall be installed in accordance with the "**Standard Lateral Tile Detail**" included within the accompanying drawings, unless otherwise noted. Connections shall be made using a manufacturer's coupling wherever possible. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts are to be extended and diverted to the downstream end of the new culvert unless otherwise noted in the accompanying drawings. All cuts or nicks to steel structures shall be touched up with a thick coat of zinc rich paint (Galvicon or equal) in accordance with the manufacturer's recommendations.

The Contractor shall also be required as part of the structure replacement to excavate and widen the drain bottom where required to fit the new pipes in order to provide a smooth transition between the new bridge culvert installations and the existing drain.

The Contractor, when doing his excavation or any other portion of the work, shall be very careful not to interfere with, plug up or damage, any existing surface drains, swales and lateral or main tile ends. If it is found that said existing drains are interfered with in any way, the Contractor will be required to unplug or repair said drains immediately, at no extra cost to the project. If it is found that any existing lateral tiles or main tile drains or tile ends have been cut off or damaged in any way during the course of the work, the Contractor will be required to either repair or replace same, to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

Although it is anticipated that the bridge structure installation at each site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale check dam or silt fences in the drain bottom immediately downstream of each culvert site during the time of construction. The straw bale check dam or silt fences shall conform to O.P.S.D. 219.130 or approved equivalent and shall be to the satisfaction of the Town Drainage Superintendent or Consulting Engineer these temporary sediment features must be removed upon completion of the construction. These features may be reused at each site subject to their condition. All costs associated with the supply and installation of this straw bale check dam shall be included in the cost bid for the structure replacements.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

**XV. GENERAL CONSTRUCTION PROVISIONS**

The Contractor is to note that legal survey bars may be located within the work area and it is to take whatever steps necessary to protect all of same. If any iron bars are damaged or removed by the Contractor, it shall arrange for an Ontario Land Surveyor licensed in the Province of Ontario to restore same, all at its cost.

The alignment of road crossing culvert throughout shall be to the full satisfaction of the Town Drainage Superintendent. The whole of the work shall be done in a neat, thorough and workmanlike manner to the full satisfaction of the Town Drainage Superintendent.

The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object that it may encounter during the course of the work. The Contractor shall indemnify and save harmless, the Town and the Engineer for any damages which it may cause or sustain during the progress of the work. The Contractor shall not hold the Town or the Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.

All of the work required towards the installation and improvements to the road crossing culvert shall be performed in a neat and workmanlike manner and the general site shall be restored to its' original condition, and all of same is to be performed to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

**XVI. ASPHALT PAVEMENT**

The Contractor shall note that in addition to the restoration of the existing roadway surface, the Contractor shall extend the road surface replacement work for a distance of 25.0 metres on both sides of the new culvert installation, for a total distance of 50.0 metres. The Contractor shall be required to neatly saw cut the tar and chip pavement and same shall be restored with fully compacted Granular "A" backfill and a minimum of 100mm thick hot mix asphalt, to be placed in a minimum two (2) equal lifts to match the existing roadway elevation.

The Contractor shall be required to dispose of all removed tar and chip pavement material, and shall compact the Granular "A" as well as the hot mix asphalt to 97% of Standard proctor Density, and complete all of the roadway restoration to the full satisfaction of the Town of Kingsville Public Works Departments, the Town Drainage Superintendent, and the Consulting Engineer.

The Contractor shall supply and place hot-mix asphaltic concrete pavement, conforming to O.P.S.S. Form 310, base course Type HL-4 and HL-3 surface course. The Contractor shall supply asphaltic



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

mix designs to the Engineer for approval prior to any asphalt being laid.

All equipment used for placing and compacting the asphalt shall be approved by the Engineer. A paver shall be used for spreading and initial compaction of the asphalt. It shall be equipped with a distributing screw in front, adjustable screeds and be capable of spreading the mixture without segregation, in thickness from 12.5mm to 75mm and in width from a minimum of 1.8m to a maximum width of 4.0m, in increments of 0.15m. It shall also be equipped with a 3.0m straight edge for detecting variations from horizontal of 3.8mm in 3.0 metres.

The Contractor shall spread and compact the course of asphaltic concrete on a dry and solid base. The asphaltic concrete pavement delivered shall have a minimum temperature of 118 degrees Celsius (245 degrees F) and a maximum temperature of 150 degrees Celsius (300 degrees F) after spreading and prior to initial rolling. The Engineer shall reject any material which does not meet temperature requirements.

The Contractor shall hand spread asphaltic concrete at base widening, deep or irregular sections, intersections, turnouts, etc.

The asphaltic concrete shall be rolled in accordance with O.P.S.S. Form 310. The Contractor shall compact the asphaltic concrete until 97% of the density achieved in the laboratory has been reached. Hand tampers shall be used to compact asphaltic concrete in areas where machines have no access.

All joints, curbs, gutters, manholes, catch water basins and other structures at the point of contact with the asphaltic concrete, shall be painted with SS-1 Emulsion, O.P.S.S. Form 1102 or approved equal. The Contractor shall repair any faulty work under the Engineer's supervision.

**XVII. UTILITIES**

All pipe shall be laid in trenches in the general location shown on the accompanying drawings or as may be specifically directed and laid out by the Engineer at the time of construction. The trench shall be located to clear all existing utilities and structures above, on, or below the ground level. The Contractor will be responsible at all times for complete investigation to determine the location of all such utilities or structures known or unknown, and it shall indemnify and save harmless the Engineer and the Municipality for any responsibility, injury, or liability arising from any damage to such utilities or structures by the Contractor.



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

The Contractor shall note that utility services in direct conflict with the existing and proposed structure have been relocated during the pre-engineering process. As a result, Bell Canada, Union Gas and Hydro One have made provisions to relocate various service lines and appurtenances in the vicinity of the replacement structure through the course of this project. Therefore, prior to any removal of residual abandoned infrastructure, it is the Contractor's responsibility to coordinate with each Utility Company for third party consultation, to confirm whether the utility service is "Dead or Alive". The Contractor shall note that when the abandoned line has been confirmed, the abandoned utility shall be removed within the trench width, pinched off and abandoned.

In the event that the existing utilities are still found to be in direct conflict with the new culvert, then the Contractor is to immediately notify the Town Drainage Superintendent and/or the Consulting Engineer, together with the affected Utility Company, so that the necessary arrangements can be made to avoid conflict with the new culvert pipe. The Contractor shall not in any way perform any work on the utility without explicit permission and supervision from the Utility Company.

The Contractor shall protect all other services located in the vicinity of the proposed drainage works including any sanitary sewers and connections, watermains and connections, telephone, hydro and gas services, along with any private systems and services. Any damaged components shall be replaced by the Contractor, totally at its own expense and it shall fully restore the functionality of same.

The Contractor shall further contact or notify such Utility Company or Commission of its intention to carry out work in the area and co-operate with such Utility Company or Commission in the location, maintenance and preservation of all such utilities. The location of the pipes and appurtenances as shown on the drawings is approximate and may be changed by the Engineer if deemed advantageous for the progress of the work.

Should the Contractor discover any conflicts with existing utilities during the course of the work, the Contractor shall give that utility the opportunity to make adjustments to their plant if required. This work shall be done at the expense of the utility pursuant to Section 26 of the Drainage Act.

**XVIII. TOPSOIL, SEED AND MULCH**

As part of the project, all disturbed and newly filled boulevard areas, together with all gaps in the newly installed cable concrete erosion mats, shall be covered with approximately 100mm of scavenged topsoil, fine graded and readied for the seeding and mulching process. If there is a shortage of scavenged topsoil material, the Contractor shall supply the balance of the topsoil needed, all at



**Specifications** - Road 10 Crossing Over the Patterson Drain  
(Geographic Township of Gosfield North)  
Town of Kingsville - D-17-029

its own expense. Along the frontage of residential properties, the lawn areas shall be restored by the placement of good quality OSECO Lawn Seed Mixture Canada No. 1 or equal. All existing roadway grass boulevard areas and open drain side slopes shall be restored utilizing a seed and mulch mixture which shall thoroughly restore same to their pre-construction conditions, or better. The placing and grading of all topsoil shall be carefully and meticulously carried out according to Ontario Provincial Standard Specifications, Form 570, dated November 2007, or as subsequently amended or as amended by these Specifications.

The Contractor is advised that control of erosion and sedimentation is a major requirement of this project. The Contractor will be expected to implement control measures including, but not limited to, utilizing silt fences and straw bales in the swale and drain bottoms to reduce the amount of sediment escaping downstream into the receiving water bodies. Said work shall be carried out in general conformance with Ontario Provincial Standard Specifications, Form 577, dated November 2006, or as subsequently amended or as amended by these Specifications. As an integral part of the sedimentation control, the Contractor will be required to carry out seeding and mulching on a timely basis so that no portion of the new swales or newly filled areas or open drain restored areas are left exposed for an extended period of time.

The seeding and mulching operations shall be carried out according to Ontario Provincial Standard Specifications, Form 572, dated November 2003, or as subsequently amended or as amended by these Specifications.

As part of the seeding and mulching operation, the Contractor will be required to provide either a hydraulic mulch mix or spread straw mulch with an adhesive binder in accordance with O.P.S.S. 1103.05.03, dated November 2007, or as subsequently amended, to ensure that the grass seed will be protected during germination and provide a thick uniform cover to protect against erosion, where necessary. The Contractor shall provide for the watering of newly seeded areas in accordance with O.P.S.S. requirements, and as part of the work, the Contractor must provide a full one (1) year guarantee on all seeding and mulching work, and will be required to repair all areas that erode or where the grass cover fails to catch. All work shall be meticulously done and completed in a good and workmanlike manner to the complete satisfaction of the Town Drainage Superintendent and the Consulting Engineer.



## INDEX TO GENERAL CONDITIONS

PAGE GC -

1.	DEFINITIONS .....	1
2.	TENDERS .....	1
3.	SCOPE OF CONTRACT .....	2
4.	SCHEDULE OF CONSTRUCTION.....	2
5.	PLANT, LABOUR AND MATERIAL .....	2
6.	SAMPLES .....	2
7.	CONDEMNED AND SURPLUS MATERIALS.....	2
8.	EQUIVALENTS.....	3
9.	MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER .....	3
10.	APPROVALS AND PERMITS.....	4
11.	ERRORS AND OMISSIONS BY CONTRACTOR.....	4
12.	DELAYS.....	4
13.	ORAL ARRANGEMENTS.....	4
14.	DECISIONS BY THE ENGINEER .....	4
15.	INSPECTOR AND INSPECTION .....	4
16.	OCCUPANCY OF THE WORKS .....	5
17.	ABSENCE OF ENGINEER AND ITS AGENT.....	5
18.	CONTRACTOR'S ABSENCE .....	5
19.	CONVENIENCES .....	6
20.	PUBLIC CONVENIENCE AND SAFETY .....	6
21.	RESTORATION.....	6
22.	DRAINAGE .....	6
23.	BARRIERS, LIGHTS AND DETOURS.....	6
24.	LOSS OR DAMAGE .....	7
25.	INSURANCE.....	7
26.	CONTRACTOR'S LIABILITY .....	8
27.	NIGHT, SUNDAY AND HOLIDAY WORK .....	8
28.	NOTICE TO CONTRACTOR .....	9
29.	RECTIFICATION AND MAINTENANCE.....	9
30.	CONTRACT BONDS .....	9
31.	CONTRACTOR'S DISCHARGE OF LIABILITIES.....	10
32.	COMMENCEMENT AND COMPLETION .....	10
33.	CERTIFICATES OF SUBSTANTIAL PERFORMANCE & COMPLETION.....	11
33A.	RELEASE OF HOLDBACK TO SUB-CONTRACTORS.....	13
34.	MEASUREMENTS.....	14
35.	ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS .....	14
36.	VALUATION OF VARIATIONS.....	14
37.	BOOKS AND RECORDS OF THE CONTRACTOR .....	15
38.	PAYMENT .....	15
38A.	MAINTENANCE SECURITY.....	16
39.	SUSPENSION OF WORK .....	17
40.	SUB-LETTING .....	17
41.	USE OF HYDRANTS AND WATER .....	17
42.	SETTING OUT.....	17
43.	ASSISTANCE .....	18
44.	OTHER'S RIGHTS.....	18
45.	MONIES DUE OWNER .....	18
46.	HOURS OF WORK.....	18
47.	LIENS .....	18
48.	REMOVAL OF PERSONNEL .....	19
49.	NON-FULFILLMENT OF THE CONTRACT.....	19
50.	BRIBERY .....	19
51.	DISPUTES.....	20
52.	SPECIFICATIONS EXPLANATION.....	20
53.	SHOP DRAWINGS.....	20
54.	FOSSILS.....	21







## **GENERAL CONDITIONS**

### **1. DEFINITIONS**

Whenever used in these General Conditions, or in the Supplementary General Conditions, Special Provisions of Contract, Agreement, Plans, Form of Tender, Information for Tenderers, Specifications, Statutory Declaration or other documents forming part of this Contract: "authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", "considered", and "satisfactory", shall, unless some other meaning is obvious from the context, mean respectively authorized, directed, required, requested, approved, ordered, sanctioned or considered by or satisfactory to the Engineer.

"Owner" means the Municipality, Corporation, Company, Individual or Purchaser named in the Form of Tender, for whom the work is being performed.

"Corporation" shall mean the Municipality or Municipalities in or for which the work is being carried out.

"Contract" includes the Agreement to do the work entered into with the Owner, the Specifications, the General Conditions, Information to Tenderers, Special Provisions of Contract, the Plans, the Tender and all other documents referred to in or connected with the said Agreement.

"Contractor" or a pronoun in place thereof, means the person or persons or corporation who have undertaken to carry out the Contract.

"Engineer" shall refer to and mean N. J. PERALTA ENGINEERING LTD., 45 Division Street North, KINGSVILLE, Ontario N9Y 1E1 or any of their duly authorized representatives.

"Inspector" means an inspector for the Owner or Engineer acting under the direction of the Engineer.

"period of maintenance" means the period from the date of Substantial Performance of the Contract, as set out in the Certificate of Substantial Performance, to the date of issuance of the Final Certificate and shall be not less than 12 months.

"plans" means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the work embraced under the Contract.

"plant" (unless the context requires a different meaning) means every temporary or accessory means necessary or required to carry on or complete the work and extra work, in the time and manner herein provided.

"shall", "may", "herein", "person", "writing", or "written", "surety", and "security", and works used in the singular number or the masculine gender, shall have the meaning and effect as given in the Interpretation Act of the Revised Statutes of Ontario.

"Solicitor" means the person for the time being acting as Solicitor for the Owner.

"Sub-Contractor" includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the general contract or a person, firm or corporation furnishing material called for in the general contract and worked to a special design according to the plans or specifications, but does not include one who merely furnishes material not so worked.

"work" or "works" (unless the context requires a different meaning) means the whole works, materials, matters and things required to be done, supplied, or installed that are mentioned or referred to in the Contract, including all extra or additional work or material, matters or things which may be ordered by the Engineer, as herein provided.

### **2. TENDERS**

All Tenders for the execution of the work herein set forth or referred to must be made on the printed forms supplied for that purpose. No others will be considered. Such Tenders must be made without any knowledge, comparisons of figures or arrangements with any other person making any Tender or estimate for the same purpose, and the Tenderers shall declare that such Tenders are in all respects fair and without collusion or fraud, and that no Owner or duly authorized representative is, shall be, or shall become interested, directly or indirectly as contracting party, partner, surety or otherwise in, or in the performance of, the Contract, or in the supplies, work or business to which it relates, or in any portion of the profits to be used therein or thereof, or in any of the monies to be derived therefrom. The Tender must be verified by the Statutory Declaration of the party or parties making the Tender that the several matters stated therein are in all respects true. Tenders must cover the cost of completion of the Contract in every respect, in accordance with the Contract, including all labour, plant, tools, etc.



## **2. TENDERS (CONT'D)**

The Contractor agrees that it is fully informed regarding all of the conditions local or otherwise, affecting the work to be performed and that its information was secured by personal investigation and that it will make no claim against the Owner or Engineer based on any estimate or representation of the Owner or Engineer or of any representative of same.

## **3. SCOPE OF CONTRACT**

Stated in general terms, and without in any way limiting the requirements and intent of the Contract, the work required to be done by the Contractor under the Contract comprises all excavations required for the proper carrying out of the works, the formation, construction, completion and maintenance of the works referred to in the Plans, Specifications, General Conditions or other Contract Documents relating thereto and includes the provision, except where otherwise specifically stated in the contract, of all labour, plant, material and equipment required for the complete and proper execution of the work. The Contract Documents are complementary and what is required by any part thereof shall be considered as being required by the whole thereof. Materials and work which are not specifically described or shown in the contract Documents but the necessity of which can reasonably be considered as inferable from the Contract Documents shall be supplied and performed by the Contractor at no additional cost to the Owner and the Contractor shall not claim extra payment therefore or an extension of the time of completion on account thereof.

In the case of discrepancies between drawings, those of larger scale, or if the scales are the same, those of later date shall govern. In the case of a discrepancy between the Drawings and the Specifications, the Specifications shall govern. Special Provisions of Contract shall govern over all other sections of the Contract Documents.

## **4. SCHEDULE OF CONSTRUCTION**

The Contractor shall, within two weeks after the receipt by him of the Contract executed by the Owner and the Contractor, submit its proposed Schedule of Construction to the Engineer for approval. The Schedule of Construction shall show clearly in weekly stages the proposed progress on the main items, structures and Sub-trades of the Contract and shall indicate where applicable the labour, construction, crews, plant and equipment to be employed.

The Engineer may require the Contractor to revise its proposed schedule at any time as provided for in these General Conditions.

## **5. PLANT, LABOUR AND MATERIAL**

The Contractor shall provide all necessary storage ground and storage sheds and shall furnish all required skilled and unskilled labour, materials, fuel or other energy, machinery, tools and all plant, so that the Contract, and all work required to be done under it, can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Engineer.

All material, plant, machinery, tools and equipment acquired, possessed or provided by the Contractor for incorporation into the works shall be the property of the Owner, whether or not such material, plant, machinery, tools and equipment are brought to or upon the works or upon lands of the Owner and the Contractor is prohibited from removing or disposing of the same, or any part thereof, without the consent or instructions of the Engineer in writing.

No materials, plant, machinery or equipment reasonably required for the performance of the Contract and not for incorporation into the works, brought to or upon the works or upon lands of the Owner, shall be removed or disposed of during the progress of the works without the written consent or instruction of the Engineer or its authorized representative. In case of a difference of opinion between the Contractor and the Engineer or its authorized representative as to whether any of the aforesaid items is reasonably required on the works for the satisfactory progress of the work, the Contractor shall abide by the decision of the Engineer.

## **6. SAMPLES**

Before any material of any kind is used on the work, the Contractor shall submit samples thereof for the approval of the Engineer and must obtain such approval. No material shall be used on the work which is in any way inferior to the approved samples. The giving of such approval shall not obligate the Owner to pay for any material other than in

accordance with the Contract, shall not prevent the rejection of any material which may be found, in the opinion of the Engineer, to be unsound or unfit for use on the work or not in accordance with the approved samples or the requirements of the Contract and shall not be deemed to be a waiver of objection to the work or any part thereof at any time on account of the materials used not being satisfactory or on any other account. The decision of the Engineer with respect to the approval or rejection of samples shall be final.

## **7. CONDEMNED AND SURPLUS MATERIALS**

Should any plant, appliances or material which the Engineer may deem to be inferior or unfit for use in or on the works, be brought on the ground, or used, the same shall be wholly removed therefrom within twenty-four (24) hours after notification to that effect from the Engineer, and in case of failure or neglect on the part of the Contractor to



## **7. CONDEMNED AND SURPLUS MATERIALS (CONT'D)**

remove the same, the Engineer may cause the same to be taken away at the Contractor's expense and deposited, wasted, or otherwise disposed of, in any locality, place or way it considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred, including storage, if any, or the same may be deducted or collected by the Owner as provided in the section hereof entitled "Monies Due Owner".

No surplus or other material of any kind, arising from any portion of the work, shall be sold, thrown away, dumped, wasted, or otherwise disposed of without the written sanction of the Engineer, and if so disposed of the Engineer may ascertain as nearly as it conveniently can the quantities and value, and deduct the same from the Contract's next Progress Payment Certificate.

All excavated material shall be disposed of in the manner set forth in the Plans and Specifications for the work or as directed by the Engineer.

All excavated material of value to, or required by the Owner including materials from existing structures, such as old lumber, concrete blocks, stone, rubble, crushed stone, sand or gravel, sewer or other pipe, sewer brick, manhole tops or other castings, valves, hydrants, and earth or any other materials, must be neatly piled, deposited or evenly spread by the Contractor in such place as may be directed by the Engineer, the whole expense, including that of hauling, unloading and spreading to be borne by the Contractor. The materials must be removed and deposited as above required, as soon as excavated, or as soon thereafter as the Engineer may direct.

Surplus excavated material not required by the Owner shall be disposed of by the Contractor off the line of the works, on sites obtained by him, in such a manner as not to cause a nuisance, injury or inconvenience to the Owner or to public or private parties; otherwise the Contractor will in all cases be held liable for, and must indemnify the Owner against, all claims in respect thereof.

## **8. EQUIVALENTS**

Where pursuant to the Specifications the Contractor is required to supply an article or group of related articles designated by a trade or other name or an "approved equal", the Tender shall be based only upon supplying the articles or group of articles so designated, which shall be regarded as the standard quality required by the Specifications. After the acceptance of a Tender, the Contractor may apply to the Engineer to substitute as an approved equal another article or group of related articles identified by a different trade or other name for an article or group of related articles designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute articles or group of related articles, the price for the article or group of related articles, designated as aforesaid and such other information as the Engineer may require.

No ruling on a proposed substitution will be made prior to the acceptance of a Tender. No substitution shall be made without the prior approval of the Engineer. The approval or rejection of a proposed substitution shall be at the discretion of the Engineer and its decision shall be final. If the proposed substitution is approved by the Engineer, the Contractor shall be entitled to the first \$100.00 of the aggregate saving in cost by reason of such substitution and to 50% of any additional saving in cost in excess of such \$100.00. Each such approval shall be conveyed to the Contractor in writing by the Engineer and if any adjustment to the Contract Price is to be made by reason of such substitution, a Contract Change Order shall be issued to this effect.

## **9. MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER**

All materials and equipment shall be supplied by the Contractor with the exception of such material or equipment as is specifically stated to be supplied by the Owner. In all cases where materials or equipment are supplied by the Owner every effort will be made to have a sufficient supply of such material or equipment tested, examined and approved and ready for use at such times as they may be required, but in case the Owner fails to furnish a sufficient supply at any time, the Contractor will not be entitled to any compensation for delay on that account (except as may be allowed in accordance with Section 14 hereof) other than an extension of the time for completion, the extent of which shall be determined by the Engineer and shall be as nearly as possible equivalent to the time delayed.

When the Contractor is required to make provisions for any conveyance of Owner supplied materials or equipment as above from railway cars, it shall do so as soon as the cars are delivered to the nearest siding. Any demurrage on account of its inattention will be borne by him.

Unless otherwise specified, all materials and equipment supplied by the Owner shall be transported to the work by the Contractor from the point for their supply, at the expense of the Contractor.

Once material or equipment has been supplied to the Contractor by the Owner, its storage prior to use is its responsibility. Any loss, theft, or damage occurring after the material is in the Contractor's custody, shall be at its expense.

Before taking delivery of Owner-supplied materials or equipment, whether they are being delivered by truck or by rail, the Contractor shall examine such materials or equipment and satisfy himself as to possible damage which they may have suffered in transit. Where damage has occurred the Contractor shall immediately notify the Engineer so



## **9. MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER (CONT'D)**

that a claim may be made against the carrier. Should the Contractor fail to notify the Engineer of damage to materials or equipment, the Contractor will be liable for the cost of making good any damage subsequently found.

## **10. APPROVALS AND PERMITS**

The construction of the works and all operations, connected therewith are subject to the approval, inspection, by-laws and regulations of all municipal, provincial, federal and other authorities having jurisdiction in respect to any matter embraced in this Contract.

The Owner will obtain and pay the fees, if any, for approvals and permits relating to the design and location of the permanent works required from the Ministries of Transportation, Labour, Environment, Public Works or Transport, from railway or pipeline companies or from hydro-electric, canal or seaway and conservation authorities. Unless otherwise specifically stated in the Tender Documents, the Contractor shall obtain and pay the fees for all other approvals and permits required for or in respect of the works.

## **11. ERRORS AND OMISSIONS BY CONTRACTOR**

Errors, mistakes, omissions or unauthorized changes made by the Contractor or its agents, workmen or employees and all damage that may result therefrom shall be rectified by the Contractor at its own expense.

## **12. DELAYS**

If, after the execution of the Contract, the Contractor suffers damage by reason of delay with respect to construction of the works arising from causes other than adverse weather or labour disputes and beyond its control, the Owner may in its discretion compensate the Contractor wholly or in part for such damage.

The Contractor shall take all steps necessary or advisable to reduce or eliminate all damage or loss by reason of delay with respect to construction of the works arising from any cause whatsoever.

## **13. ORAL ARRANGEMENTS**

In all cases of misunderstanding or disputes, oral arrangements will not be considered, but the Contractor must produce written authority in support of its contentions, and shall advance no claim in the absence of such written authority, and shall not use, or attempt to use, against the Owner any conversation with any parties.

## **14. DECISIONS BY THE ENGINEER**

Should any discrepancies appear or differences of opinion or misunderstanding arise as to the meaning of the Contract or as to any omissions therefrom or statement therein in any respect, or as to the quality or dimensions or sufficiency of the materials, plant or work or any part thereof or as to the due and proper execution of the works, or as to the measurement or quantity or valuation of any executed or to be executed works under this Contract, or as to the extras thereto or deductions therefrom, or as to any other questions or matter arising out of the Contract, the same shall, subject to the terms of the Contract, be determined by the Engineer, who shall have the right at all reasonable times to visit, enter and carry out inspections at any buildings, factories, workshops, works or sites of the Contractor or others wherever any materials are being prepared, manufactured or treated, or other work is being done in connection with this Contract and the right also to take such samples therefrom as it may deem necessary and the Contractor shall immediately when ordered by the Engineer, proceed with and execute the work or works, or any part thereof, forthwith in accordance with such order and with such additions to or deductions from the Contract price as are provided under the terms of the Contract, without making any claim for any extension of time in completing the work, unless arranged in writing with the Engineer as herein provided.

## **15. INSPECTOR AND INSPECTION**

All work to be done under the Contract shall be done to the satisfaction of the Engineer or of an agent or inspector authorized to act for him. The Inspector is required by the Engineer to see that the provisions of the Contract are faithfully adhered to, especially as regards the quality of the workmanship and materials, and may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the work properly or for any good and sufficient reason. In particular, but without limiting the powers of the Inspector, orders given by the Inspector relating to the quality of material or workmanship or in respect of safety or public convenience must at once be obeyed by the Contractor. The Inspector shall have the power to suspend any workman for incompetence, drunkenness, negligence or disregard of orders and the Contractor shall ensure that any workman so suspended is forthwith removed from the site.

Materials and equipment and the process of manufacture of materials or equipment shall at all times be subject to inspection, testing and rejection at any stage by the Engineer or its agent. The Engineer will give the Contractor reasonable notice of the materials and equipment in respect of which the Engineer proposes to have inspection or testing carried out during the process of preparation or manufacture, save that in the case of materials or equipment specifically stated in the Contract as required to be tested or inspected by or in the presence of the Engineer or its



## **15. INSPECTOR AND INSPECTION (CONT'D)**

agent, the Engineer shall not be obliged to give such notice. The Contractor shall notify the Engineer in writing at least seven days previous to the commencement of preparation of manufacture of each item of such materials or equipment of the time and place at which such preparation of manufacture is to commence in order that the Engineer or its agent may be present.

Notwithstanding compliance by the Contractor with the foregoing paragraph hereof, if any materials or equipment prepared or manufactured away from the site of the works and required by the Contract or by the Engineer to be inspected or tested by or in the presence of the Engineer or its agent at the place of preparation or manufacture become ready for delivery to the site of the works but have not been inspected or tested as required, the Contractor shall so notify the Engineer in writing and shall not have such materials or equipment delivered to the site of the works until authorized to do so in writing by the Engineer.

In any event, no materials or equipment required by the Contract or by the Engineer to be inspected or tested by or in the presence of the Engineer or its agent shall be incorporated into the work until the required inspection or testing has been carried out to the satisfaction of the Engineer.

The Contractor shall provide, and shall ensure that all Sub-Contractors and those carrying out the process of preparation or manufacture shall provide, every reasonable facility and co-operation to assist the Engineer, Inspector, or others designated by the Contract or by the Engineer in carrying out inspection and testing.

The Contractor shall not backfill or otherwise cover up any work without either having it inspected and passed by the Inspector or first notifying the Inspector in a manner approved or as directed by the Engineer that the work is ready to be covered up and allowing the Inspector reasonable notice and opportunity for carrying out an inspection. Any work covered up other than in accordance with the foregoing shall, if ordered, by the Inspector or the Engineer, be uncovered or opened up for inspection and the Contractor shall, as directed by and to the satisfaction of the Inspector, or the Engineer, make good again all openings, excavations and disturbances of any property, real or personal, resulting therefrom, all at the Contractor's expense; but if the Contractor has backfilled or otherwise covered up any work in accordance with the foregoing, the cost of any uncovering or opening up and making good shall be borne as provided for in Section 29 (e) hereof.

No approval by an Inspector or by the Engineer or failure of an Inspector or the Engineer to carry out an inspection shall relieve the Contractor of any of its obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time as provided for in Sections 29 and 49 hereof.

If, in addition to the inspection provided for above, the Contractor is required by the Contract, by law, by local by-law or by the Engineer to have any part of the works inspected by others, the Contractor shall give the Engineer and the others concerned reasonable notice of the time and date proposed for the additional inspection.

## **16. OCCUPANCY OF THE WORKS**

The use or occupancy of the works or any part thereof by the Owner shall not be taken in any manner as an acceptance by the Owner of any work or material not in accordance with the Contract or to relieve the Contractor or its surety from liability, whether heretofore or hereafter incurred or arising, in respect of the observance or performance of any covenant or condition in the Contract not then performed, whether such covenant or condition be by way of indemnity to the Owner or by employees of the Owner for whom the Owner is responsible. In particular, without limiting the generality of the foregoing, the use or occupancy of the work or any part thereof by the Owner shall not release the Contractor from liability to pay to the Owner or waive or impair the right of the Owner to deduct and retain, liquidated damages and resident Engineers' and Inspectors' fees, in accordance with the Contract.

## **17. ABSENCE OF ENGINEER AND ITS AGENT**

The Owner may appoint an Engineer or firm of Consulting Engineers for the purpose of inspecting the work performed under this Contract. In the absence of the Engineer or its duly authorized agent, any assistants who have been designated by the agent to superintend the work shall have full power to decide as to the manner of conducting and executing the work in every particular and the Contractor shall follow the instructions or orders of the person so designated.

## **18. CONTRACTOR'S ABSENCE**

In the absence of the Contractor from the works (whether permanent or temporary) it must provide and leave a competent and reliable superintendent in charge of the entire works for him, and such person shall be considered as acting in its place, and all notices, communications orders and instructions given or sent to or served upon such person shall be taken as served upon and received by the Contractor.



## **19. CONVENIENCES**

The Contractor must provide, and properly maintain in clean condition, suitable and convenient privy or water closet accommodation for its men and the Engineer.

The Contractor shall provide at its own expense, an adequate, warm, comfortable shelter, accessible during the noon hour and inclement weather to all men employed on the work, and its location shall be approved by the Engineer.

The Contractor shall provide for the sole use of the Engineer or its representatives, a field office in good condition, having a minimum area of 14 square metres, a wooden floor, a steel filing cabinet having four legal size drawers with lock and key, a drawing stand complete with six drawing hangers, a desk with a chair, a table 1.4 square metres in size, with a bench to accommodate at least four men, adequate lighting and a telephone which shall be maintained by the Contractor at its expense for the duration of the Contract. The office will be heated by the Contractor at its own expense. The office shall be erected and moved as, where, and when the Engineer directs. On completion of the works, or as otherwise directed by the Engineer, the field office shall be removed from the site by the Contractor and shall remain its property.

## **20. PUBLIC CONVENIENCE AND SAFETY**

If at any time the Engineer or its authorized representative considers the works to be unsafe it may order the Contractor to take measures forthwith to ensure adequate safety. Should the Contractor fail to take adequate measures, the Engineer or its representative may order the work to cease until such measures have been taken. The Contractor shall not be entitled to additional payment for, or an extension of time for the performance of the Contract by reason of, such safety measures.

The fact that the Engineer or its representative has ordered or has failed to order additional safety measures shall not relieve the Contractor of responsibility for the adequacy of the safety measures taken.

The Contractor during the progress of the work shall keep the site and the work in as tidy a condition as practicable. It shall not deposit any material on any portion of street, sidewalk, boulevard, grass plot, or public property, without permission of the Engineer, and shall remove same without delay when and as directed by the Engineer. Upon completion of the work and subject to Section 8 it shall remove all false work, plant and surplus materials, as well as any rubbish accumulated on account of its operations and shall leave the site in a condition satisfactory to the Engineer.

Unless all surplus material, plant, rubbish, falsework, etc. are removed from time to time, when and as directed, the Engineer will proceed to do whatever is necessary to restore the site, street, sidewalk, boulevard, grass plot or public property to a tidy condition and will charge the cost thereof against the Contractor. Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from the street, sidewalks, boulevards and grass plots, and removed therefrom and the site shall be left in a safe and tidy condition and shall be maintained in a safe condition until the work is resumed.

The method of use and the character of all explosives shall be subject to the approval of the Engineer. The Contractor shall ensure that the charges of explosives used by the Contractor and the time at which they are exploded shall be such as not to cause damage to person or property or to cause unreasonable inconvenience.

Explosives shall be properly housed and protected as provided by law, and no explosives known to have deteriorated shall be used. Approved methods of handling and thawing of frozen explosives shall be followed, and the greatest care shall be exercised at all times by the Contractor in blasting operations.

## **21. RESTORATION**

Where the Contractor enters into the land or buildings of the Province or of any municipality or of any person or enters into any highway or road under the jurisdiction and control of any public authority for the purpose of making any survey examination, investigation, inspection or other arrangement or lays any pipes or appurtenances in, upon, through, over or under any highway or road under the jurisdiction and control of any public authority and in so doing disturbs any such lands, buildings, highways or roads, such lands, buildings, highways or roads shall be restored to their original condition without unnecessary delay.

## **22. DRAINAGE**

The Contractor shall keep all portions of its work properly and efficiently drained during construction and until completion, and it will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the works.

## **23. BARRIERS, LIGHTS AND DETOURS**

The Contractor must, at its own expense, and without further or other order, provide, erect and maintain all requisite barriers, fences or other proper protection; and must provide, keep and maintain watchmen and lights with red or



## **23. BARRIERS, LIGHTS AND DETOURS (CONT'D)**

amber globes, as may be necessary or as may be ordered by the Engineer, in order to ensure safety to the public as well as to those engaged about the premises or works. Should the Contractor neglect to carry out the above requirement, the Engineer is hereby authorized to place such watchmen, lights, barriers, etc., as are required, and to charge the cost to the Contractor, without relieving the Contractor of any claims for damages or accident. The Contractor must (where it is practicable in the opinion of the Engineer) keep the roadway open for travel for the use of the public, for such width as the Engineer may direct. Where in the opinion of the Engineer, it is not practicable to keep a roadway open for the full flow of traffic, it may permit the Contractor to close or partially close such roadway to provide for a detour of the traffic or a part thereof. In each such case and before putting into effect the closure or detour, the Contractor shall present its proposal for closure or detour to the municipal or other authority or authorities having jurisdiction over any of the roadways which will be affected by the proposed closure or detour and shall obtain the written authorization to such proposal of the said authority or authorities. The Contractor must provide a sufficient number of "NO THOROUGHFARE", "DETOUR" or other proper notices, which it must cause to be placed and maintained in good order in conspicuous places wherever any roadway, sidewalk, or thoroughfare is torn up or dangerous, and so long as it remains unsafe and unfinished.

When any work is carried on at night, the Contractor must supply, at its own expense, a sufficient number of electric or other approved and efficient lights, to enable the same to be done in an efficient and satisfactory manner, and the Engineer shall have the power to order additional lights to be put on at the Contractor's expense if in the opinion of the Engineer, they are, or may be required.

## **24. LOSS OR DAMAGE**

The Owner shall not in any manner be answerable or accountable for any loss or damage by fire or otherwise that shall or may happen to the work or any part or parts thereof; or for any of the materials or other things used and employed in finishing and completing the work, or for any injury to any person or persons, including workmen and the public, or for damage to adjoining property, against all of which injuries and damages to persons or property, the Contractor shall properly guard, and shall make good all damage of whatsoever nature or origin which may arise out of, or be occasioned by any cause connected with the Contract, or the work done by the Contractor, and shall indemnify and keep indemnified the Owner against same until the completion of all the work hereunder and the termination in accordance with the Contract of the insurance which the Contractor is required by the Contract to provide.

## **25. INSURANCE**

- (a) The Contractor shall insure and shall maintain insurance for, in the joint names of the Contractor and the Owner, and in an insurance company satisfactory to the Owner, the work and all materials, plant, fuel, machinery, tools and equipment acquired, possessed or provided by the Contractor for incorporation into the work, whether or not such material, plant, fuel, machinery, tools and equipment are brought to or upon the
- (b) work or upon lands of the Owner or of the Corporation, in an amount of not less than 90% of the total value of such work and material, plant, fuel, machinery, tools and equipment and such additional amount, not exceeding the Contract price, as may be directed by the Owner against all risk, so that any loss under such insurance shall be payable to the Owner and the Contractor as their respective interests may appear. The Contractor shall deposit with the Owner a cover note of such insurance and the original policy of such insurance or a Certificate of Insurance, clearly stating that the policy of insurance provided as aforesaid complies with these provisions. The Contractor shall pay all insurance premiums as they become due; provided that the Owner may pay premiums and deduct the amount thereof from monies due the Contractor. Any loss or damage which may occur shall not affect the rights and obligations for the Contractor or of the Owner under this Contract except that in such event the Engineer may in writing extend the time for completion for such period as it thinks reasonable. If the Engineer does not extend the time for completion, then the work must be completed within the time fixed in the Contract. Monies paid to the Contractor under such insurance shall be used for the purpose of replacing, rebuilding, repairing and completing the work, and all such material, plant, fuel, machinery, tools and equipment which have been damaged or destroyed. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the Contract.
- (c) The Contractor shall maintain and pay for such insurance and shall pay such assessments as will protect him from claims under the Workplace Safety and Insurance Act and from any other claims for damages arising from bodily injury, including death, and from claims for property damage which may arise from its operations under this Contract. The Contractor shall deposit with the Owner a Certificate of such insurance, clearly stating that the policy of insurance so provided complies with these provisions.
- (d) The insurance required under paragraphs (a) and (b) shall be maintained in full force until the Engineer has issued a Certificate of Completion or until the Owner has otherwise approved in writing save that if the Contractor continues to work at the site after the date of completion as established by the Certificate of Completion or returns to the site of work after such date, it shall maintain or renew for the duration of such work the Insurance required by the Contract.



## **26. CONTRACTOR'S LIABILITY**

The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers and agents from all claims relating to labour and materials furnished for the work, and to inventions, copyrights, trademarks, royalties or patents, and rights thereto, relating to or used in doing the work, or the subsequent use and operation of the work or any part thereof upon completion. In carrying out the works from the inception, and until the final acceptance of the same, the Contractor must be careful to cause as little injury or damage as possible to any adjacent property, public or private, or to any sidewalks, roadways, curbs, gutters, drains, hydrants, manholes, frames, covers or street gullies, boulevards, grass plots, sodding, trees, shrubs, or structures, utilities and all municipal services, works or things on or near the line or in the vicinity of the works or elsewhere, and, except as in the Contract is otherwise provided, if injury or damage is done, it must make good the same, at its own expense, in the manner directed by, and to the satisfaction of, the Engineer. The Contractor shall be responsible for any and all damages, or claims for damages for injury or accidents done or caused by him or its employees or agents, or resulting from the prosecution of the works, or any of its operations, or caused by reason of the existence or location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any act of commission or omission on its part, or on the part of any of its agents or employees, in connection with the Contract, and covenants and agrees to hold the Owner harmless and indemnified from all such damages; and in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Contract, the Engineer may, either with or without notice (except where in this Contract, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant, trucks and men, and do such work or things as it may deem advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Owner under the provisions of Section 45 hereof, entitled "Monies Due Owner", and any such action by the Engineer as it is herein empowered to take, shall not in any way relieve the Contractor or its surety from any liability under the Contract.

Without limiting the generality of the foregoing provisions of this section and notwithstanding any consent or order which the Engineer may give to the Contractor to prosecute the works under this Contract for a longer period than eight hours a day or forty-eight hours a week, the Contractor may, by order of the Engineer be prohibited from carrying on operations during any hour or hours of the day in which the Engineer in its judgment deems such operations to be a disturbance or nuisance to the residents of the municipality or municipalities wherein the work is being executed in whole or in part, and irrespective of any permission or order which the Engineer may have given to the Contractor, the Contractor shall indemnify and save harmless the Owner or such municipality or municipalities as aforesaid, from any claim, action, loss or damage whatsoever which may be made, brought or recovered against it to them as a result of any of its operations. In the event of the Contractor being enjoined by court process in connection with any of its operations, it shall not have recourse against the Owner or municipality or municipalities as aforesaid on account thereof.

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act, and the Owner may pay the same and deduct or collect such expenses under the provision of Section 45 hereof, entitled "Monies Due Owner". The Contractor shall, at the time of entering into any Contract with the Owner, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessment or compensation payable to the Workplace Safety and Insurance Board have been paid, and the Owner may, at any time during the performance or upon the completion of such Contract, require further proof that such assessments or compensation have been paid.

The Contractor shall at all times be subject to and will be required to observe all rules and regulations which are or may from time to time be imposed by law, as related to all branches of the work under the Contract. The Contractor shall from time to time adopt such approved construction or operating methods in carrying out the work as may be called for due to changing conditions which may be encountered during the progress thereof.

## **27. NIGHT, SUNDAY AND HOLIDAY WORK**

The Engineer may order the work to proceed on a two or three eight-hours shift basis if it deems this necessary to speed up the work, or it may order any work to be carried out in whole or in part at night, and the Contractor shall have no claim for extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the Engineer.

Whenever, in the judgment of the Engineer, it may be necessary or expedient, in order to preserve and maintain traffic over or on any street or road, to do work at night or after or before the regular time of ending or beginning labour, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Owner beyond the price bid for the work.

No Sunday work will be permitted, except in the case of emergency and then only with the written permission of the Engineer and to such extent as it may judge to be necessary.

The Contractor shall, as far as possible refrain from working on days which are legal holidays. In case it desires to work on any such holiday it shall notify the Engineer in writing to that effect at least four (4) days in advance of such holiday, stating those places where the said work will be conducted. If the Contractor fails to give such notice In



**27. NIGHT, SUNDAY AND HOLIDAY WORK (CONT'D)**

advance of any holiday, such failure shall be considered as an indication that no work requiring the presence of an Engineer or Inspector is to be done by the Contractor on such a holiday.

**28. NOTICE TO CONTRACTOR**

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of its clerk or agents, or if posted or sent to the address given in the Agreement, or to its domicile or usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at its last known address, and any papers so left, sent or addressed shall be considered to be, and to have been legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the Contract, or of any other after, it shall not be obligatory upon the Engineer to specify minutely or in detail everything required, nor to specify by measurement the exact extent thereof or the precise spot or spots where the work or material may be defective or faulty or where any of the requirements of the Specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Engineer, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

**29. RECTIFICATION AND MAINTENANCE**

- (a) The Contractor guarantees and warrants that with ordinary wear and tear the work shall, until the end of the period of maintenance, remain in such condition as will meet with the approval of the Engineer, and that it will be responsible for rectification in a manner satisfactory to the Engineer, and for the cost thereof, of any imperfect work due to or arising from materials, equipment or plant incorporated into or used in the construction thereof, or due to or arising from workmanship or methods of construction, that is discovered by any means at any time prior to the issuance of the Final Certificate. The Engineer shall decide as to the nature, extent, cause of, and responsibility for imperfect work and the necessity for and the method of rectification thereof.
- (b) Prior to the expiration of the period of 12 months from the date of Substantial Performance, as set out in the Certificate of Substantial Performance, the Engineer or its agent shall carry out an inspection of the work and shall notify the Contractor of any imperfections therein disclosed by such inspection provided that the failure of the Engineer or its agent to carry out such an inspection or to give such notification shall not relieve the Contractor or its surety from any responsibility or obligation under, or any term or provision of, the Contract.
- (c) If, as a result of imperfect work for which the Contractor is responsible, the Owner incurs any costs, and without limiting the generality of the foregoing, including cost of Engineering and investigation and all costs of administration, or sustains damage or loss of any kind, the Contractor and its surety or sureties shall be liable to the Owner for such costs, damage and loss. The amount of such costs, damage or loss shall be determined or estimated by the Engineer and, upon such determination or estimation, shall be deemed to be "Monies payable to the Owner" under Section 45 of the General Conditions and may be deducted or collected by the Owner as therein provided for.
- (d) No payment, certificate, document, act, failure to act, statement or representation of, by or on behalf of the Owner or its employees or agents, no dealing, transaction, forbearance or forgiveness which may take place between the Contractor or its surety or sureties and the Owner or its employees or agents and no exercise or forbearance to exercise any of the rights or powers of the Owner or of the Engineer under the Contract, other than the Final Certificate, or a release duly executed by the Owner, shall release the Contractor or its surety or sureties from any term or provision of or any responsibility, obligation or liability under the Contract, or otherwise, or shall waive or impair any of the rights and powers of the Owner or of the Engineer.
- (e) The Contractor shall, at any time or times prior to the issuance of the Final Certificate and when required to do so by the Engineer, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the work as the Engineer may direct and shall, if required, make good again, to the satisfaction of the Engineer, any openings, excavations or disturbances of any property, real or personal, resulting therefrom. If, in the opinion of the Engineer, any imperfect work for which the Contractor is responsible is found in the work by such investigations, the cost of such investigations and such making good shall be borne by the Contractor; but if, in the opinion of the Engineer, no such imperfect work is found by such investigations, the said cost shall be borne by the Owner, except as otherwise provided in Section 15 of the General Conditions.

**30. CONTRACT BONDS**

The Contractor shall, unless otherwise directed by the Owner, furnish to the Owner contract bonds in accordance with the requirements of the Information to Tenderers.



### **31. CONTRACTOR'S DISCHARGE OF LIABILITIES**

The Contractor shall discharge all liabilities incurred by him for labour, materials or services, used or reasonably required for use in the performance of this Contract on the date upon which each becomes due.

The Construction Lien Act, any amendments thereto and any regulations made thereunder apply to the performance of this Contract, but do not limit the provisions of this Contract, and the Owner has all the rights and powers set out therein and in the Contract.

The Contractor shall cause every Sub-Contractor engaged in the performance of this Contract to discharge all liabilities incurred by such Sub-contractor for labour, materials or services used or reasonably required for use in the performance of this Contract. Workmen employed by a Sub-Contractor shall be paid in full at intervals not less frequently than semi-monthly and other liabilities of the Sub-Contractor, as aforesaid, shall be discharged on the date upon which each becomes due. At the request of the Owner, the Contractor shall furnish the Owner with evidence satisfactory to it that its liabilities and those of the Sub-contractors, as aforesaid have been discharged.

The Owner may, in writing, require the Contractor to send to it, by registered mail, within fifteen days from the date of the mailing of the demand, a list of the names and addresses of and the amounts owing to its creditors in a form satisfactory to the Engineer.

No payment to which the Contractor is otherwise entitled under this Contract shall in the discretion of the Owner be due and payable to him so long as it or any of such Sub-Contractors are in default under this Section, and upon such default occurring, the Engineer may notify the Contractor to discontinue all work under the Contract and the Owner shall have the same rights and privileges as are provided in Section 49 of these General Conditions. The Owner may after notice in writing to the Contractor and its Surety, if any, (a) pay any such liability of the Contractor and of the Sub-Contractors, as aforesaid or (b) make a direct payment at any time, with or without default, to a creditor of the Contractor or of a Sub-Contractor arising out of these works, and in each such case deduct the amount so paid from any monies due or that may become due to the Contractor on any account, and, if there are insufficient monies due or to become due to the Contractor to permit of such deduction, the Contractor shall pay to the Owner upon demand an amount sufficient to make up the deficiency. In making payments under this Section, the Owner may act upon any evidence that it deems sufficient and may compromise any disputed liability.

The Contractor shall submit to the Engineer in duplicate, together with each monthly statement, except the first one, required by Section 38 (a) of the General Conditions, a "Statutory Declaration re Payment on Accounts" in the form bound herein (or in such other form as may be required by the Owner) signed by an authorized signing officer of the Contractor stating that all workmen employed by the Contractor in the performance of the Contract have been paid in full and in accordance with the requirements of the Contract not less frequently than semi-monthly and up to and including the payday immediately preceding the date of the declaration and that all other liabilities incurred by the Contractor arising out of work performed or materials supplied as set forth in the Monthly Estimate relating to the last monthly statement previously submitted have been discharged. The Owner may withhold approval of a Monthly Payment Certificate if the Contractor fails to submit such a declaration or if the Contractor submits an improperly completed declaration.

Before any holdback will be released to the Contractor the statutory declaration required by Section 33 (c) of the General Conditions must have been submitted to the Owner by the Contractor.

The Owner may in its discretion require the Contractor to submit such additional statutory declaration relating to discharge of liabilities as the Owner may require before the Owner will release to the Contractor any remaining holdback.

### **32. COMMENCEMENT AND COMPLETION**

The work shall not be commenced, nor shall any material be procured, until the Contractor has signed the Contract and obtained or received a written order, or orders, to commence the same, signed by the Engineer, and it shall thereupon be at once begun and continuously carried on to completion, (subject as herein provided) and shall be completed and full possession thereof given the Owner within the period provided in the Contract, unless an extension of time, in writing, shall be allowed by the Engineer in which case, it shall be carried on to completion and possession given to the Owner within the additional period so allowed.

If ordered by the Engineer, the Contractor and its agents and employees shall be required to work continuously throughout the twenty-four (24) hours of the day for six days per week in the performance of the work under the Contract.

In case the Contractor shall fail to complete the work in accordance with the Contract and to the satisfaction of the Engineer, within the time or times specified, the Contractor shall pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract for each and everyday that the work or works shall remain unfinished after the time so specified; which said sum or sums in view of the difficulty of ascertaining the losses which the Owner may suffer by reason of delay in the performance of the said works, is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the Owner will suffer by reason of said delay and default, and not as a penalty; and the Owner may deduct and retain the amounts of such



**32. COMMENCEMENT AND COMPLETION (CONT'D)**

liquidated damages out of the monies which may be due or become due to the Contractor under the Contract, as provided in Section 45 hereof, entitled, "Monies Due Owner."

In the event of delay caused by strikes or combinations on the part of the workmen employed, or by any act of the Owner, or from such other cause as, in the opinion of the Engineer, the Contractor cannot reasonably be held responsible for, or in the event of extra or additional work being ordered by the Engineer, the Engineer may allow such additional time for completion as it may deem fair and reasonable, provided the Contractor applies in writing for an extension of time at the time such delay occurs or such extra or additional work is ordered and satisfies the Engineer that it is justly entitled to a further time allowance.

Notwithstanding the time allowed for completion of the work, if in the opinion of the Engineer the rate of progress of any part or parts of the work or during any period or periods during which work is being carried on or is required to be carried on is unsatisfactory and if amounts are payable by the Owner in respect of site supervision of the work, traffic control, compensation or damages by reason, in the opinion of the Engineer, of such unsatisfactory rate of progress, the Contractor shall be liable to the Owner for the payment of such amounts and such amounts may be deducted by the Owner from any money due or that may become due to the Contractor under the Contract.

No progress or interim estimate or certificate shall release the Contractor or its surety from any responsibility, or be taken as evidence of any such release, or as acceptance of any work or material, or as a waiver of any condition herein. The whole work and every portion and detail thereof shall, during construction, be protected by the Contractor from damage from any cause whatsoever, and shall at the time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects, and, at that time, must be fully up to the requirements of the Contract in every particular; all surplus and refuse material and rubbish removed from the vicinity of the works; the premises left in a neat and tidy condition; all damage to adjacent property, pavements, foot-walks, beaches, boulevards and sodding, or other things, injured or interfered with by the Contractor or its agents or employees, made good, and, every other requirements of the Contract complied with.

In case of the Contractor's failure to furnish the work properly and fully, and as required, or in case of the work, or any part thereof, being taken out of its hands, as provided in these General Conditions, the Engineer may proceed to finish the work for him, as its agent in this respect, and at its expense, as provided in Section 49 hereof, entitled, "Non-fulfillment of Contract".

**33. CERTIFICATES OF SUBSTANTIAL PERFORMANCE AND COMPLETION**

(a) The Contract shall be considered as substantially performed when:

- (1) the works have satisfactorily passed the required inspection and testing and are ready for use or are being used for the purposes intended, and
- (2) the works are capable of being completed or, where there is a known defect, corrected at a cost of not more than,
  - (i) 3 percent of the first \$500,000.00 of the Contract price plus
  - (ii) 2 percent of the next \$500,000.00 of the Contract price plus
  - (iii) 1 percent of the balance of the Contract price.

(b) Where the works or a substantial part thereof are ready for use or are being used for the purpose intended but part of the works cannot be completed expeditiously for reasons beyond the control of the Contractor or where the Owner and the Contractor agree to delay completion of the works, the cost, as determined by the Engineer, of completing the outstanding work shall be deducted from the Contract price in determining Substantial Performance and the value of the work completed.

(c) As soon as, in the opinion of the Engineer, the Contract has been substantially performed in accordance with the foregoing, the Engineer will issue a Certificate of Substantial Performance on submission by the Contractor of the following documents:

- (1) A written undertaking by the Contractor to complete expeditiously any outstanding work and to discharge all unfulfilled obligations under the Contract.
- (2) The Contractor's final claim (except in respect of outstanding work).
- (3) A release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract (except in respect of outstanding work).
- (4) A Statutory Declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all



**33. CERTIFICATES OF SUBSTANTIAL PERFORMANCE AND COMPLETION (CONT'D)**

liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

- (5) A satisfactory clearance certificate from the Workplace Safety and Insurance Board.
- (d) The Engineer shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within seven days after signing the said Certificate it shall provide a copy to the Contractor.
- (e) Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32 (1) Paragraph 5 of The Construction Lien Act, publish a copy of the said Certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- (f) Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within seven days after receiving a copy of the said Certificate signed by the Engineer, the Owner may publish a copy of the Certificate at the Contractor's expense.
- (g) Except as otherwise provided in Section 31 of The Construction Lien Act, the 45-day period prior to the release of holdback as referred to in Section 38 (f) (3) hereof, shall commence from the date of publication of the Certificate of Substantial Performance as provided for in (e) and (f) above.
- (h) The works shall be deemed to be completed when:
  - (1) the works have satisfactorily passed the required inspection and testing, and
  - (2) the cost of completion of all outstanding work and known defects is not more than the lesser of
    - (i) one percent of the contract price, and,
    - (ii) \$1,000.00
- (i) As soon as, in the opinion of the Engineer, the works have been completed in accordance with paragraph (h) above, the Engineer will issue a Certificate of Completion on submission by the Contractor of the following documents:
  - (1) The Contractor's final claim (including the value of work completed since the date of the claim referred to in paragraph (c) (2) above).
  - (2) An up-to-date release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract.
  - (3) An up-to-date Statutory Declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contractors thereunder have expired or have been satisfied, discharged or provided for by payment into Court.
- (j) The Engineer shall set out in the Certificate of Completion the date on which the works were completed and within seven days of signing the said Certificate it shall provide a copy to the Contractor.
- (k) Payment due to the Contractor following issuance of the Certificate of Completion shall be as provided for in Section 38 hereof.
- (l) On the expiration of a period of 12 months from the date of Substantial Performance, as set out in the Certificate of Substantial Performance, and after all known imperfect work has been rectified in accordance with the Contract and to the satisfaction of the Engineer and the Engineer is satisfied to the best of its obligations under the Contract, the Engineer will issue the Final Certificate approving the release to the Contractor of the maintenance security (see Section 38 (h) hereof), less any deduction as provided for in the Contract.
- (m) On the expiration of a period of 12 months from the date of Substantial Performance, as set out in the Certificate of Substantial Performance, the Engineer may approve the release to the Contractor of a part of the maintenance security on such terms and conditions as the Engineer deems advisable notwithstanding that the Final Certificate has not been issued and that all imperfect work has not been rectified in accordance with the Contract.
- (n) The Engineer may in its discretion direct or approve that the works covered by the Contract be divided into two or more parts for the purpose of issuing Certificates of Completion and Releasing Holdback monies. In that event the Contractor shall submit documentation as set out above in respect of each such part.



**33A. RELEASE OF HOLDBACK TO SUB-CONTRACTORS**

Notwithstanding that the Contract as a whole has not yet been substantially performed, the Engineer may, if requested in writing by the Contractor, approve the completion of a Sub-Contract and the release to a Sub-Contractor through the Contractor of the 10% holdback retained by the Owner in respect of the work covered by the said Sub-Contract provided that

- (a) The Contractor certifies
  - (1) that the said Sub-Contract has been completed satisfactorily, or
  - (2) that the said Sub-Contract has been completed satisfactorily except for work not exceeding in value the lesser of
    - (i) one percent of the Sub-Contract price, and
    - (ii) \$1,000.00

and gives reasons why the uncompleted work is still outstanding.
- (b) the Engineer is satisfied
  - (1) that the said Sub-Contract has been completed satisfactorily, or
  - (2) that the said Sub-Contract has been completed satisfactorily to the fullest extent reasonably possible at that date and that the work remaining to be completed does not exceed in value the sum derived from (a) (2) above.
  - (3) that all required or necessary inspection and testing of the works covered by the said Sub-Contract have been carried out and that the results are satisfactory.
- (c) the Contractor has furnished to the Engineer
  - (1) a release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims (excepting holdback monies) relating to the said Sub-Contract.
  - (2) evidence satisfactory to the Engineer that the said Sub-Contractor has discharged all liabilities incurred by him in carrying out the said Sub-Contract and that all liens in respect of the completed Sub-Contract have expired or have been satisfied, discharged or provided for by payment into Court.
  - (3) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the said Sub-Contractor.
  - (4) the required maintenance security in respect of the said Sub-Contract as provided for in Section 38A hereof.
- (d) The Engineer retains sufficient money to cover the cost of completing any work which remains uncompleted under the said Sub-Contract.
- (e) if it so requests, the Engineer is furnished with a photostat copy of the Contract between the Contractor and the said Sub-Contractor and with a satisfactory statement showing the total amount due from the Contractor to the said Sub-Contractor.

The Engineer shall, within seven days after it approves a certificate wherein it is certified that the Sub-Contract has been completed, give a copy of the said certificate to the Contractor and to the Sub-Contractor concerned.

On receipt of the holdback monies from the Owner, the Contractor shall forthwith pass to the Sub-Contractor concerned the payment due under the said Sub-Contract and shall pass to the Engineer a copy of the transmittal letter showing the amount of the said payment.

The period of maintenance for the work carried out under the said Sub-Contract shall continue until the issuance of the Final Certificate for the Contract.

Release of Holdback monies by the Owner in respect of a Sub-Contract in accordance with the foregoing shall not relieve the Contractor or its surety of any of their responsibilities and shall not be made until a period of 45 days has elapsed from the date of approval of the certificate certifying the said Sub-Contract to be completed.



**34. MEASUREMENTS**

- (a) Approximate monthly measurements of the works completed under the Contract shall be made by the Engineer at the end of each calendar month except where the work has been delayed or suspended. An authorized representative of the Contractor shall assist the Engineer in taking such measurements and shall furnish all particulars required by the Engineer. The Engineer shall notify the Contractor when such a measurement will be made.
- (b) The said monthly measurements shall not bind the Engineer in any manner in the preparation of its final measurement of the works constructed by the Contractor under this Contract, but shall be construed and held to be approximate only.
- (c) The final measurement shall be prepared in detail as soon as the whole of the works have been completed, and this final measurement shall be approved and accepted in writing by the Engineer. Thereafter the Completion Payment Certificate shall be issued and payment shall be made in accordance with Section 38 hereof.

**35. ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS**

The Engineer shall have the right to make or order any alterations and changes as it may deem advisable at any time before or during the prosecution of the works, in any line, grade, plan or detail thereof, or to suspend or omit any portion of the work or to increase or decrease the dimensions of any part of the work or works, or to vary in any way the work herein contracted for, or to order any additional or extra work to be done, or additional or extra materials to be furnished; and the Contractor shall, in pursuance of written orders of the Engineer to that effect, proceed with, carry out and execute the works as directed, and shall supply such additional materials, and do such additional extra work as the Engineer requires in pursuance of such orders, without being entitled to any extension of time for completion or any additional payment on account thereof, except only as herein provided. In each and every case where additional or extra work or materials of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying any work or material which it considers extra or beyond the requirements of the Contract, or upon which it intends claiming any extra or additional payment, it is required, before commencing any such work, or procuring any such material, to obtain from the Engineer a written order therefore, stating that the same is an extra and will be paid for as such, and also clearly defining the nature of such extra work or material, and the amount the Contractor is to receive therefore, or the terms under which the same is to be paid for; and the work or commencing to deliver any such additional material, notify the Engineer in writing of its intention to commence work thereon or delivery thereof, so that a proper account or record of the same may be kept by the Engineer.

In case of the Contractor's neglect or failure to observe fully and faithfully the above conditions in this section contained, it shall forfeit all right to payment therefore which it otherwise might have had, and shall not make any claim in respect thereof, and if made, the Engineer may reject the same as invalid.

**36. VALUATION OF VARIATIONS**

- (a) The Engineer shall determine the amount, if any to be added to, or deduced from, the sum named in the Tender, in respect of any extra or additional work done, or work omitted by its order. All such work shall be valued at the price as set out in the Schedule of Items and Prices and the Schedule of Additional Unit Prices if, in the opinion of the Engineer, the same shall be applicable.
- (b) If the Contract does not contain any prices applicable to the extra, additional, or omitted work, then the Contractor and the Engineer may agree on a price for such work, in which case the price shall be comparable to prices quoted on work of a similar nature.
- (c) If the methods of evaluating extras described in (a) or (b) herein are clearly inapplicable, then the Engineer may direct that extra work shall be done by the Contractor on a cost-plus basis providing for payment as follows:
  - (1) The actual cost of all labour, including allowance for holiday pay, unemployment insurance, levy by the Workplace Safety and Insurance Board, and other contributions made by the employer to any employee as required by law or a contract, required directly for the performance of extra work plus 15% of the same.
  - (2) The actual cost of materials including transportation charges required directly in the extra work, plus 15% of the same.
  - (3) A reasonable rental to be agreed upon before the work is begun for machinery and heavy equipment, such as tractors, bulldozers, ditching machines, air compressors, concrete mixers and graders, for the actual time required in operation for the performance of the extra work, to which no percentage shall be added.

If the Contractor is directed to carry out extra or additional work on a cost-plus basis and it proposes to have such work or a part thereof carried out by a Sub-Contractor or a Sub-Sub-Contractor, it shall notify the Engineer to that



**36. VALUATION OF VARIATIONS (CONT'D)**

effect before commencing the said work. Provided that the Contractor's proposal and all Sub-Contractors involved have first been approved by the Engineer, the Contractor may claim payment from the Owner for such work as follows:

- (i) In respect of work carried out by the Contractor's own forces, an amount equal to the sum of the amounts provided for under (1), (2) and (3) above.
- (ii) In respect of work carried out by a Sub-Contractor's forces, an amount equal to the sum of the amounts provided for under (1), (2) and (3) above plus 5% of such sum.
- (iii) In respect of work carried out by a sub-Sub-Contractor's forces, an amount equal to the sum of the amount provided for under (1), (2) and (3) above plus 5% of such sum plus a further 5% of the total so obtained.
- (d) The compensation provided for above shall be payment in full for all charges including superintendence, overhead, the use of small tools and profit.

No compensation for extra work or material shall be allowed unless such work or material is ordered in writing by the Engineer. Whenever any extra work is being performed in accordance with (c) herein the Contractor shall, each working day, report to the Engineer, in writing, in full detail, the amount and cost of the labour and materials supplied and used in carrying out each order for extra work on the preceding working day, and no claim for compensation for extra work or materials will be considered or allowed unless such report shall have been made. The Engineer will not allow any compensation for the cost of repairs to equipment of any kind or for damage to anything used in performing any such work or making any such alterations.

**37. BOOKS AND RECORDS OF THE CONTRACTOR**

- (a) The Contractor shall keep proper books and records showing names, trades, and addresses of all workmen in its employ and wages paid to, and the time worked by, such workmen; also records, books, and invoices showing all costs, expenditures, payments, settlements, receipts and balances in connection with the construction of the works.
- (b) All records of the Contractor relevant to the valuation of the works including payrolls, time books of account, invoices, and statements, shall be maintained on the site or at some other place approved by the Engineer and shall be open at all reasonable times for inspection by the Engineer. The Contractor shall in every way assist such inspection for the purpose of establishing and determining labour costs, the cost of extra work, and progress payments to be made.

**38. PAYMENT**

- (a) The Contractor shall submit to the Engineer at the end of each calendar month a fully itemized statement showing the estimated value of the permanent work executed up to the end of the month based on the unit prices shown in the Contract and the section covering Valuation of Variations, together with a fully itemized statement of the value of major items of material and equipment on site for incorporation into the permanent works.
- (b) From each monthly statement including the statement based on the final measurement, the Engineer will prepare a Monthly Payment Certificate and will include therein so much as it considers fair and reasonable in respect of the value of the work executed and of the major items of material and equipment on site.
- (c) Ten percent (10%) of all monies due the Contractor in accordance with the Monthly Payment Certificate up to a limit of 10% of the Contract price, shall be retained by the Owner except as may be otherwise noted and shall be termed the holdback.
- (d) The Monthly Payment Certificate will show the Engineer's gross valuation of the work performed and materials supplied, the deduction of the appropriate amount of holdback, the previous payments to the Contractor and the amount due him.
- (e) No progress estimate or payment shall be held to bind the Engineer in its valuation of the work on its completion and the Engineer may on any Monthly Payment Certificate make correction or modification to any previous certificate it has made.
- (f) At the time of issuance by the Engineer of the Certificate of Substantial Performance in accordance with Section 33(c) of the General Conditions, the Engineer shall:
  - (1) notify the Contractor of the value of the maintenance security required by Section 38A.
  - (2) Prepare a Substantial Performance Payment Certificate showing:



**38. PAYMENT (CONT'D)**

- the value of work complete to date.
  - the value of outstanding or uncompleted work.
  - the value of the required maintenance security.
  - the amount of the 10% holdback (allowing for any previous releases of holdback to the Contractor in respect of completed Sub-Contractors and deliveries of pre-selected equipment).
  - the amount due the Contractor.
- (3) Prepare a Payment Certificate releasing to the Contractor the 10% holdback due in respect of work performed up to the date of substantial performance. Subject to the provisions of The Construction Lien Act and the submission by the Contractor of the documents required by Section 33(c) hereof, such holdback shall become payable after 45 days from the date of publication of the Certificate of Substantial Performance.
- (g) At the time of issuance by the Engineer of the Certificate of Completion in accordance with Section 33(i) of the General Conditions, the Engineer shall:
- (1) prepare a Completion Payment Certificate showing
- the Final Contract Price.
  - the amount of the further 10% holdback (based on the value of the further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate referred to in (f) above).
  - the amount due the Contractor.
- (2) Prepare a payment certificate releasing to the Contractor the further 10% holdback. Subject to the provisions of The Construction Lien Act and the submission by the Contractor of the documents required by Section 33(i) hereof, such further 10% holdback shall become payable after 45 days from the date of completion of the works as established by the Certificate of Completion.
- (h) If, when the Engineer issues the Final Certificate at the end of the period of maintenance (see Section 33(1) hereof), any monies that are still being retained by the Owner as maintenance security or for other reasons, the Engineer will issue a Final Payment Certificate releasing the monies due the Contractor.

**38A. MAINTENANCE SECURITY**

The Contractor shall provide to the Owner for the duration of the period of maintenance a maintenance security the value of which shall be derived from the following table:

<b><u>CONTRACT PRICE</u></b>		<b><u>VALUE OF MAINTENANCE SECURITY</u></b>
<b><u>FROM \$</u></b>	<b><u>TO \$</u></b>	
Less than 0.1M	4% of Final Contract Price	
0.1M	0.5M	4,000 on first 0.1M + 3.0% on next 0.4M
0.5M	1.0M	16,000 on first 0.5M + 2.4% on next 0.5M
1.0M	2.0M	28,000 on first 1.0M + 2.2% on next 1.0M
2.0M	4.0M	50,000 on first 2.0M + 2.0% on next 2.0M
4.0M	6.0M	90,000 on first 4.0M + 1.8% on next 2.0M
6.0M	10.0M	126,000 on first 6.0M + 1.5% on next 4.0M
over 10.0M	186,000 on first 10.0M + 1.0% on balance	

The maintenance security, which is at no time a part of the statutory holdback, shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, commencing during the latter part of the period of construction, so that by the date of substantial performance of the contract the full value of the required maintenance security has been retained.



**38A. MAINTENANCE SECURITY (CONT'D)**

Except as otherwise provided hereunder, the maintenance security, less any deductions made therefrom as provided for in the Contract shall be paid to the Contractor following the issuance by the Engineer of the Final Certificate at the end of the period of maintenance.

Where the Engineer proposes to release the statutory holdback to a Sub-Contractor through the Contractor as provided for in Section 33A hereof, the Engineer shall arrange for "the required maintenance security in respect of the said Sub-Contract", as referred to in Section 33A(c) (4) hereof, to be provided by a retention from monies that would otherwise be payable to the Contractor. The value of the required maintenance security shall be determined by applying to the value of the Sub-Contract work the same effective percentage retention, derived from the foregoing table, as applies to the Contract as a whole.

**39. SUSPENSION OF WORK**

The Engineer may, by an order in writing, at any time stop or suspend any part of the work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the work, or with any part thereof, and the Contractor shall not thereby be entitled to any additional payment, or to claim for loss of profit or anticipated profit, or for damages otherwise howsoever, by reason of such order except as may be allowed in accordance with Section 14 hereof. When in the opinion of the Engineer, it is deemed advisable, for any reason to discontinue the work, or any part thereof, for the winter, the Contractor must, on notice from the Engineer of the required discontinuation, forthwith place the work in proper and satisfactory condition for the accommodation and safety of the public and for the effectual protection of the work against damage from rain, snow, frost, ice, wind or other causes, and must so maintain the work.

When work is ordered or permitted by the Engineer to be done during freezing weather, the Contractor shall provide the necessary means for heating, and all the material required in the work shall be heated. Unless otherwise directed in writing by the Engineer, all masonry, concrete, painting, roadway and other work liable to be injuriously affected by frost, or which cannot, in the opinion of the Engineer, be satisfactorily proceeded with because of the condition of the weather, must be put in proper and satisfactory condition and be carefully and well protected from damage by frost at all times, all at the cost and expense of the Contractor.

**40. SUB-LETTING**

The Contractor shall keep the work under its personal control, and shall not assign, transfer, or sub-let any portion without first obtaining the written consent of the Engineer. The consent of the Engineer to any such assignment, transfer, or sub-letting, shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution, and completion of the work according to the terms of the Contract. If the Engineer consents to any such assignment, transfer or sub-letting the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions, or legal service, as if it were performing the work with its own plant and its own men.

**41. USE OF HYDRANTS AND WATER**

The Contractor shall make its own arrangements for a supply of water to be used in carrying out the Contract, and shall bear all costs for water and temporary connections unless otherwise specifically provided for in the Contract.

The Contractor shall comply with the regulations of the authority supplying the water regarding the use and care of hydrants. Any damage to hydrants caused by the Contractor's operations shall be its responsibility. In the event the Contractor fails to make good such damage the Engineer will have the necessary repairs made and will retain the cost from monies due the Contractor.

The Contractor shall bear the cost of all water used in testing and chlorinating of all installations.

**42. SETTING OUT**

The Engineer will provide the Contractor in writing with Bench Marks and point of reference to be used by him in setting out the works. The Owner will be responsible only for the correctness of the information so supplied. From these Bench Marks and points of reference the Contractor will do its own setting out. The setting by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centre line stakes, grade stakes, offsets, site rails and screeds.

The Contractor shall be responsible for the true and proper setting of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connections therewith. The Contractor shall not be responsible for the correctness of the information supplied by the Engineer as herein provided for. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall, at its own expense, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer. The checking of the setting out of any line or level by the Engineer shall not in any way relieve the



**42. SETTING OUT (CONT'D)**

Contractor of its responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all Bench Marks, stakes and other things used in setting out the works.

**43. ASSISTANCE**

The Contractor is to furnish the Engineer or any of its assistants, with any reasonable help which it or they may require at any time in checking the work. It shall also furnish the said parties, or any of the Inspectors, at all times, with convenient means of access to all parts of the works, and also with all required assistance to facilitate thorough examination of the same, and inspection, culling and removal of doubtful or defective materials, and for any other purpose required in connection with the said works or in the discharge of their respective duties, for which services no additional allowance will be made.

**44. OTHER'S RIGHTS**

The Contractor must afford all necessary and reasonable facilities to the Owner, or any of its employees or workmen, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes or conduits or work or property, on, or along, or near the line of the works, or in their vicinity; it shall notify all such parties before interfering with any of their property, rights or privileges and must work in harmony with them; otherwise it shall notify the Engineer in writing of its failure to do so, or of any difficulty that may at any time arise which it may be unable to overcome, in which case the Engineer shall deal with the matter as in its judgment may seem right or proper, and the Contractor shall abide by the decision and the direction of the Engineer. Any property of such parties which the Engineer orders to be moved by the Contractor must be handled with care, and must be neatly piled up and preserved free from injury or loss, and must be properly and satisfactorily replaced, all of which must be done by the Contractor without extra charge (unless specifically provided for in the Contract) and to the satisfaction of the Engineer. The Engineer shall have the right, at any time before or during the construction, or after the completion of the work, to open up any portion of the work or works, or the ground or roadway, or to grant permission for such opening to be made or left by the Contractor, as it, the Engineer, may deem advisable, for the purpose of examining, repairing or laying any water, gas or other pipe, sewer, drain, track or other underground or surface construction or to cause any such work as it may deem necessary or advisable to be done, and such permission, or the exercise of such rights, either by the Engineer or by any other person or corporation having the requisite authority (either statutory or otherwise), shall not relieve the Contractor from any of its responsibilities or obligations, nor shall the opening up of any portion of the work for these or any other purpose, or by any other parties, relieve the Contractor of such responsibilities or obligations, except only for the portion of the work actually torn up and destroyed and then only in case the Contractor applies in writing for such relief at the time the work is being done, or within ten days afterwards, and can furnish sufficient cause, in the opinion of the Engineer, why such relief should be granted.

**45. MONIES DUE OWNER**

All monies payable to the Owner by the Contractor under any stipulation herein or to the Workplace Safety and Insurance Board, may be retained out of any monies then due, or which may become due, from the Owner to the Contractor under this or any other Contract with the Owner, or otherwise howsoever, or may be recovered in any Court of competent jurisdiction, as a debt to the Owner, and the Owner shall have full power to withhold any estimate or certificate if circumstances arise which may indicate to it the advisability of so doing, though the sum to be retained may be unascertained.

**46. HOURS OF WORK**

Except in cases of emergency or other special circumstances as may be approved by the Engineer, the working hours of all persons in the employ of the Contractor or of any Sub-Contractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall not exceed:

- eight (8) hours per day and forty-four (44) hours per week for general construction trades;
- ten (10) hours per day and fifty (50) hours per week for sewer and watermain construction;
- eleven (11) hours per day and fifty-five (55) hours per week for road building.

**47. LIENS**

The Contractor and its surety, executors, administrators, successors and assigns (if assignment is approved as herein provided), and any and all other parties in any way concerned, shall fully relieve and indemnify the Owner and all its officers, servants and employees from any and all liability or expenses in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or to any attempted attachment for debt, garnishee, process or otherwise. The Owner shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, its executors, administrators, successors and assigns, pursuant to this Contract.



**48. REMOVAL OF PERSONNEL**

Should any superintendent, foreman, mechanic or workman employed on or about the work or in connection therewith, give any just cause for complaint (of which the Engineer shall be the sole judge), the Engineer may instruct the Contractor to remove such person from the works forthwith.

**49. NON-FULFILLMENT OF THE CONTRACT**

If in the opinion of the Engineer and at any time or times prior to the issuance of the Final Certificate, the Contractor neglects or fails to commence work with seven days after the date of the Engineer's written order to commence work, or becomes bankrupt or insolvent, or compounds with its creditors, or commits any act of insolvency, or transfers, assigns or sub-lets the Contract or any part thereof without the written consent of the Engineer, or has not executed or is not executing the work or any part thereof in a sound and workmanlike manner and in accordance with the Contract, or is not performing the work so as to ensure its completion within the time stipulated in the Contract or has failed to complete the works within the said time, or fails or refuses to take down, rebuild, repair or rectify any imperfect works for which the Contractor is responsible, or fails to remove any condemned material, or fails to comply with any reasonable order given to him by the Engineer, or abandons the work, or fails to observe or perform any of the provisions of the Contract then in each and any such case the Engineer shall, after giving the Contractor 48 hours written notice, have the right and power, at its discretion without process or action at law, to take possession and control of the whole work, or any part or parts thereof specified in the said notice, from the Contractor, and the Contractor upon receiving the said notice, shall give possession and control of the said work, or the part or parts thereof specified in the said notice, peaceably to the Engineer, and the Engineer may employ such means as it may deem necessary or advisable to complete the work to its satisfaction with such changes therein as in the Engineer's opinion are necessary or advisable by reason of the Contractor's non-fulfillment of the Contract as set out herein. In the event of any emergency in any manner due to the Contractor's non-fulfillment of the Contract as set out above or in Section 29(a) hereof, the Engineer shall have the right and power at its discretion without process or action at law or any notice to the Contractor to take possession and control of the works, or any part thereof, from the Contractor and the Engineer may take such measures as it may deem necessary or advisable to deal with the emergency and the decision of the Engineer as to the existence of such an emergency and as to the measures to be taken in regards thereto as provided for above, it shall notify the Contractor as is practicable. The Contractor and its surety in every case provided for above shall be liable for all loss, damage, expense, expenditures and cost which may be incurred by reason of the Engineer's exercise of the rights and powers provided for herein. If the said sum exceeds that which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor or its surety shall pay the amount of such excess to the Owner together with the amount of liquidated damages from the date fixed for the completion of the work, and the same may be deducted or collected by the Owner as provided for in Section 45 entitled "Monies Due Owner". All the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor or its surety in respect of the Contract, shall nevertheless continue in force. The fulfillment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgment, or order of court, without prejudice to any other remedy herein contained.

In case possession and control of the work, or any part thereof, is taken from the Contractor as herein provided the relative obligations of the Owner and the Contractor and its surety in respect of the Contract shall not be affected nor shall the completion of the work be delayed; all property, materials, articles and things whatsoever including all machinery, tools, plant and equipment, and all rights, proprietary or otherwise, licenses, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed or provided by the Contractor for the purpose of the work, or by the Engineer under the provisions of this Contract, shall be the property of the Owner and may be used, exercised and employed by the Owner as fully as they might have been used, exercised and employed by the Contractor, and the Owner may sell or otherwise dispose of, at public auction or private sale or otherwise, the whole or any portion or number of such property, materials, articles and things, at such price or prices as it may deem fit and retain the proceeds of any sale or disposition and all other amounts then or thereafter due the Owner to the Contractor, on account of or in part satisfaction of any loss, damage, expense or cost which the Owner may sustain or has sustained by reason aforesaid. If any balance of the Contract price, or any other money payable by the Owner hereunder, shall remain in the hands of the Owner upon the completion of the measures taken by the Engineer and the fulfillment of the Contract, the same shall be payable to the Contractor or the person legally representing him, but neither the Owner nor any officer employee or agent thereof shall be liable or accountable to the Contractor or its surety in any way for the manner in which, or the price at which, the said work or any portion thereof, may have been or may be done or completed by the Engineer.

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the payment for any portion of the work shall be deemed to be a waiver by the Engineer or the Owner of their rights under the Contract.

**50. BRIBERY**

Should the Contractor or any of its agents give or offer any gratuity to, or attempt to bribe, any member of the Council of the Corporation, or any officer or servant of the Owner or any agent of the Engineer, the Owner shall be at liberty to cancel the Contract forthwith, or to direct the Engineer to take the whole or any part of the works out of the hands of the Contractor, under the same provisions as those specified in the preceding section hereof.



**51. DISPUTES****(a) Contractor's Claims**

Any claim which the Contractor may have against the Owner based on any dispute or difference of any kind whatsoever arising out of the Contract or work shall not be grounds for delay in the work but shall be referred by the Contractor in writing to the Engineer not later than fifteen days after the Contractor becomes aware of the circumstances giving rise to such dispute or difference. Such reference to the Engineer shall contain a concise statement of the relevant facts. The Engineer may require any additional information.

The claim shall be settled by the Engineer who shall communicate its decision in writing to the parties within sixty days of the reference and such decision shall forthwith be given effect by the parties, and the Contractor shall proceed with the works with all due diligence in accordance therewith whether or not such claim shall be referred to arbitration as hereinafter provided.

Except in those circumstances where it is provided in the Contract that the decision of the Engineer shall be final, any dispute or difference persisting after the delivery of the Engineer's decision or after the expiry of the period of sixty days aforementioned, whichever shall first occur, shall, within thirty days, be referred to arbitration in accordance with the Provincial Arbitration Act as herein provided.

The arbitration shall be by a board of three members except as provided for in the following paragraph hereof.\* Either party shall notify the other party in writing of its desire to submit the dispute or difference to arbitration and the notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall within fourteen days, inform the other party of the name of its appointee to the arbitration board. The two members, so selected, shall within fourteen days of the appointment of the second of them appoint a third person who shall be the chairman.

\* Alternatively, the arbitration board may consist of a sole arbitrator provided that;

- (i) The Owner and the Contractor so agree and
- (ii) The Owner and the Contractor agree upon the person to be appointed as sole arbitrator.

Either party may appeal from the arbitration award.

Reference to arbitration by the Contractor as herein provided shall be a condition precedent to any legal action by him with respect to any dispute or difference of any kind whatsoever which the Contractor may have with the Owner arising out of the Contract or work.

**(b) Owner's Claims**

Any claim which the Owner may have against the Contractor based on any dispute or difference of any kind whatsoever arising out of the Contract or work may, at the option of the Owner, and after notification in writing to the Contractor, be settled in accordance with the procedure set out in sub-section (a) hereof and the provisions thereof shall apply, the necessary changes having been made.

**52. SPECIFICATION EXPLANATION**

- (a) The specifications may be of the simplified abbreviated type and include incomplete sentences. "The Contractor shall", "in conformity therewith", "as noted on the Drawings", "according to the plans", "a", "an", "the", and "all" are intended. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.
- (b) Whenever the words, "approved", "satisfactory", "reviewed", "directed", "submitted", "inspected", or similar words and phrases are used, it shall be assumed that the words "Engineer or its representative" follow the verb as the object of the clause such as "approved by the Engineer or its representative".
- (c) All reference to standard specifications or manufacturer's installation directions shall mean the latest edition thereof.

**53. SHOP DRAWINGS**

The Contractor shall submit to the Engineer for review shop drawings for all equipment, fabricated items and materials and shall not incorporate any equipment, fabricated items or materials into the work prior to the Engineer's review of shop drawings.

Shop drawings shall illustrate appropriate portions of the work showing fabrication, layout, setting and erection details. Where manufacturers' standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data are submitted they must be clearly marked to show the



**53. SHOP DRAWINGS (CONT'D)**

information that applies to this project including dimensions and clearances required, performance characteristics and wiring diagrams and controls.

All submissions shall be identified by project name and location, section of specifications where specified, location where equipment or materials to be installed, name of the Sub-Contractor and supplier and any other relevant information.

The Contractor shall review all shop drawings prior to submission to verify the data and dimensions thereon and shall sign and stamp the drawings, "Checked and Certified Correct for Construction". Drawings not stamped and signed by the Contractor will not be reviewed by the Engineer. The Contractor shall notify the Engineer in writing of all aspects where the shop drawings deviate from the requirements of the Contract Drawings and Specifications. The Engineer's review of shop drawings shall not relieve the Contractor from responsibility for results arising from any errors, deviations or omissions.

Unless directed otherwise six (6) copies of shop drawings shall be submitted by the Contractor. Two (2) copies of reviewed drawings will be returned to the Contractor. The Contractor shall make all corrections and changes required by the Engineer and re-submit six (6) copies of final revised drawings.

**54. FOSSILS, ETC.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site, shall as between the Owner and the Contractor, be deemed to be the absolute property of the Owner; and the Contractor shall take reasonable precautions to prevent its workmen or any other persons, from removing or damaging any such article or thing, and shall immediately upon discovery thereof, and before removal, acquaint the Engineer of such discovery and carry out at the expense of the Owner, the Engineer's orders as to the disposal of same.







## APPENDIX "A"







**E.R.C.A.**  
**CORRESPONDENCE**







**Subject:** Re: Road 10 Crossing Over the Patterson Drain - Town of Kingsville - D17-029

**From:** Tony Peralta <tony@peraltaengineering.com>

**Date:** 4/6/2018 3:29 PM

**To:** Cynthia Casagrande <CCasagrande@erca.org>

**CC:** Dan Jenner <DJenner@erca.org>, Ken Vegh <kvegh@kingsville.ca>, "russell@peraltaengineering.com" <russell@peraltaengineering.com>, Diane Broda <dbroda@kingsville.ca>, Shaun Martinho <smartinho@kingsville.ca>

Good morning Cynthia;

In accordance with your request for a preliminary design proposal for this project, attached you will find the preliminary design drawings for your review.

As previously noted, the existing road crossing structure is a concrete span bridge which varies in size. The upstream section consists of approximately 3.83 span x 2.3m rise and the downstream section has a smaller cross-section of approximately 3.04m span x 2.3m rise. Both sections have an obvert elevation of 190.548m.

The proposed replacement structure consisting of a 4.2m span x 2.4m rise concrete box culvert with an obvert elevation of 190.151. Although, the obvert elevation has been lowered to accommodate for adequate cover over the proposed structure, the proposed cross-sectional area is considerably more than the existing structure. This, in turn, provides for increased carrying capacity and conveys the 1:100 year storm event flows at a lower elevation than the existing structure. In fact, based on our calculations, the 1:100 year storm event water surface elevation will be lowered by approximately 0.320m through the proposed structure with approximately 1.0m of free-board to the obvert of the structure. Furthermore, with the proposed structure having a wider and uniform span, the risk of ice/debris blockage will be significantly reduced.

We have also reviewed the DFO website as it relates to the Fisheries Act and have performed a "Self Assessment" for this project. Also, as it relates to the Endangered Species Act, we have contacted the Town of Kingsville to ensure that this project is covered under the new ESA Regulation 242/08.

As this project is being conducted under Section 78 of the Drainage Act, we are looking to complete the Engineer's Report in the near future. Please feel free to provide any comments or concerns that you may have. If further explanation of the hydraulic analysis is required, please feel free to contact us to discuss.

We trust that this information is satisfactory. However, if you have any concerns or require additional information, please feel free to contact us.

Regards,

Tony Peralta, P.Eng.

N.J. Peralta Engineering Ltd.



45 Division Street North  
Kingsville, ON  
N9Y 1E1  
(519)733-6587 office  
(519)733-6588 fax

The content of this email is the confidential property of N.J. Peralta Engineering and should not be copied, modified, retransmitted, or used for any purpose except with N.J. Peralta Engineering's written authorization. If you are not the intended recipient please delete all copies and notify us immediately

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

Subject: Re: Road 10 Crossing Over the Patterson Drain - Town of Kingsville - D17-029

From: Cynthia Casagrande <[CCasagrande@erca.org](mailto:CCasagrande@erca.org)>

To: Tony Peralta <[tony@peraltaengineering.com](mailto:tony@peraltaengineering.com)>

Cc: Dan Jenner <[DJenner@erca.org](mailto:DJenner@erca.org)>, Ken Vegh <[kvegh@kingsville.ca](mailto:kvegh@kingsville.ca)>, "[russell@peraltaengineering.com](mailto:russell@peraltaengineering.com)" <[russell@peraltaengineering.com](mailto:russell@peraltaengineering.com)>, "Diane Broda" <[dbroda@kingsville.ca](mailto:dbroda@kingsville.ca)>

Date: Tue Sep 05 2017 13:26:30 GMT-0400 (Eastern Standard Time)

Dear Tony:

We acknowledge your inquiry regarding the proposed repair and improvements to the Patterson Drain for the Road 10 Crossing.

A review of our floodplain mapping for the Patterson Drain indicates that this drain is located within an area that is under the jurisdiction of the Essex Region Conservation Authority (ERCA) (Section 28 of the *Conservation Authorities Act*). Prior to undertaking works, a permit is required from this office.

At this time, we do not expect that there will be any extraneous comments or concerns with respect to this project. We will require confirmation that the level of service for the new bridge remains unchanged and/or not significantly lowered. In addition, consideration will need to be given to size of current opening versus proposed opening and potential for ice/debris blockage issues. However, we cannot be more specific in this regard without an actual proposal to review.

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,

*Cynthia Casagrande*  
Regulations Coordinator  
Essex Region Conservation Authority  
360 Fairview Avenue West, Suite 311  
Essex ON N8M 1Y6  
(519) 776-5209, Ext. 349

---

**From:** Tony Peralta [<mailto:tony@peraltaengineering.com>]

**Sent:** Thursday, August 31, 2017 10:33 AM

**To:** Cynthia Casagrande <[CCasagrande@erca.org](mailto:CCasagrande@erca.org)>

**Cc:** Dan Jenner <[DJenner@erca.org](mailto:DJenner@erca.org)>; Ken Vegh <[kvegh@kingsville.ca](mailto:kvegh@kingsville.ca)>; [russell@peraltaengineering.com](mailto:russell@peraltaengineering.com)

**Subject:** Road 10 Crossing Over the Patterson Drain - Town of Kingsville - D17-029

Good morning Cynthia;



We have been appointed by the Town of Kingsville, under Section 78 of the Drainage Act, to provide an Engineer's Report for the replacement of an existing road crossing culvert over the Patterson Drain, located approximately 1.8km west of County Road 31 (Albuna Townline).

Based on their bridge and culvert needs study, the Town of Kingsville has requested that the subject road crossing be replaced through the provisions of the Drainage Act. This structure varies in size and on average consists of a 3.78m span x 2.40m rise concrete span bridge. Upstream of this crossing is where the East and West Branches of the Patterson Drain converge. The most downstream culvert on the West Branch was recently installed under the February 8th, 2016 Engineer's Report prepared by myself under Project# D15-004. This culvert consists of an embedded 2200mm diameter CSP that is located approximately 150m from the subject crossing. The most downstream culvert on the East Branch consists of a 2200mm diameter CSP located approximately 100m from the subject crossing. Approximately 1500m downstream of the subject bridge, at the Road 11 crossing, consists of 5.33m span x 3.0m+/- concrete bridge.

At this time, we would kindly request any comments or concerns from the ERCA. Attached is a map showing the general drain and crossing location.

As part of our investigations, we have reviewed the DFO website as it relates to the Fisheries Act and have performed a "Self Assessment" for this project. Also, as it relates the the Endangered Species Act, we have contacted the Town of Kingsville to ensure that this project is covered under the new ESA Regulation 242/08.

Thank you for your time and attention to this matter. We look forward to your response.

--

Regards,

Tony Peralta, P.Eng.

N.J. Peralta Engineering Ltd.  
45 Division Street North  
Kingsville, ON  
N9Y 1E1  
(519)733-6587 office  
(519)733-6588 fax

The content of this email is the confidential property of N.J. Peralta Engineering and should not be copied, modified, retransmitted, or used for any purpose except with N.J. Peralta Engineering's written authorization. If you are not the intended recipient please delete all copies and notify us immediately

---

—Attachments:—

180406 PRELIMINARY DESIGN SHEET 1 AND 2.pdf

1.1 MB







**D.F.O.**  
**BEST MANAGEMENT PRACTICES –**  
**CULVERT REPLACEMENTS IN MUNICIPAL**  
**DRAINS**







## Best Management Practices – Culvert Replacements in Municipal Drains

This document describes the conditions on which one may proceed with a culvert replacement in a municipal drain without DFO approval/notification. All municipal, provincial, or federal legislation that applies to the work being proposed must be respected. If the conditions/requirements below cannot be met, please complete the drain notification form and submit it to the Fisheries Protection Program form review at: [FisheriesProtection@dfo-mpo.gc.ca](mailto:FisheriesProtection@dfo-mpo.gc.ca).

### Potential Impacts to Fish Habitat

- Infilling fish habitat by encroachment of the water crossing footprint or channel realignment to accommodate culvert
- Harmful substrate alteration of fish habitat (e.g. blockage of groundwater upwellings, critical SAR habitat, spawning areas)
- Removal of riparian vegetation and cover along the banks of the municipal drain
- Removal of edge habitat (e.g. undercut bank, shallower areas with lower velocity, aquatic vegetation) creation of barriers to fish movement (e.g. perched crossings, velocity barriers, alteration of the natural stream gradient)
- Alteration of channel flow velocity and/or depth (e.g. oversized culvert resulting in insufficient depth for fish passage at low flow or undersized culvert resulting in a flow velocity barrier at high flow)
- Alteration of channel morphology and sediment transport processes caused by the physical structure of the crossing resulting in upstream and downstream sediment aggradation/erosion
- Re-entry of sediment that was removed/stockpiled into the watercourse
- Erosion downstream from sudden release of water due to the failure of site isolation
- Stranding of fish in isolated ponds following de-watering of the site
- Impingement or entrainment of fish when de-watering pumps are used
- Short term or chronic transport of deleterious substances, including sediment, into fish habitat from construction or road drainage

### Requirements

The following requirements must be met:

- There are no aquatic Species at Risk present in the work zone or impact zone. To confirm there are no aquatic Species at Risk present, refer to the document, A Guide for Interpreting Fish and Mussel Species at Risk Maps in Ontario which can be found at: <http://www.dfo-mpo.gc.ca/Library/356763.pdf>. Links for Ontario Conservation Area specific fish and mussel maps that include critical habitat extents and a list of aquatic Species at Risk found within the conversation authority boundary can be found on Page 5 of A Guide for Interpreting Fish and Mussel Species at Risk Maps in Ontario.
- The culvert is embedded into the streambed and must allow for the free passage of fish.
- The work involves like-for-like replacements of existing road or private access culverts on all drain types without SAR.
- On C and F Drains only, this can also include replacements with extensions and end walls for the purposes of providing the property or road with safe access, but the project permanent footprint will not increase more than 250 m<sup>2</sup> below the high water mark.
- The project does not involve replacing a bridge or arch with one or more culverts installed in parallel or a larger-diameter culvert with more than one culvert installed in parallel.



- The project does not involve building more than one culvert installed in parallel on a single watercourse crossing site (e.g. twin culvert).
- The project does not involve temporarily narrowing the watercourse to an extent or for a duration that is likely to cause erosion, structural instability or fish passage problems.
- The municipal drain has no flow/low flow or is frozen to the bottom at the time of the replacement.
- In-water work is scheduled to respect timing windows (Tables 1 and 2) to protect fish, including their eggs, juveniles, spawning adults, and/or the organisms upon which they feed.
- The work can be conducted using the Culvert Removal Method described below and Standard Measures to Avoid Causing Serious Harm to Fish will be implemented when required.

Note: If your project must be conducted without delay in response to an emergency (e.g. the project is required to address an emergency that poses a risk to public health or safety or to the environment or property), you may apply for an Emergency Authorization (<http://www.dfo-mpo.gc.ca/asp/forceDownload.asp?FilePath=/pnw-ppe/reviews-revues/Emergency-Authorizations-Autorisations-Urgences-eng.pdf>).

### **Culvert Removal Methodology**

- Plan/manage the work site in a manner that prevents sediment from entering the municipal drain by installing sediment and erosion control materials where required. Ensure that a sediment and erosion control plan is developed and modified as necessary for the site.
- Where required, install effective erosion and sediment control measures before starting work to prevent sediment from entering the municipal drain.
- Implement site isolation measures when in-water work is required.
  - Install an impervious barrier upstream of the work area (Figure 1). If possible, install a secondary barrier upstream of the work area for added protection.
  - Attempt to drive out the fish from the work area and then install the impervious barrier downstream of the work area. This may reduce or eliminate the need for a fish salvage.
  - When the drain is flowing, maintain downstream flows (e.g. bypass water around the work site using pumps or flume pipes; Figure 2). Provide temporary energy dissipation measures (e.g. rip-rap) at discharge point of the hose or temporary outlet pipe when required. Routinely inspect bypass pump and hose or pipe to ensure proper operation. Inspect discharge point for erosion and reposition hose/pipe or install additional temporary energy dissipation material as needed.
  - Dewater the isolated work area. The hose for a pump may discharge along the top of the bank into existing vegetation; however, the area should be monitored for signs of erosion. Reposition the hose or install additional temporary energy dissipation material as needed.
  - A fish screen with openings no larger than 2.54 mm (0.10 inches) should be equipped on any pump used during the operation. Note: Additional information regarding fish screens can be found in the DFO Freshwater Intake End-of-Pipe Fish Screen Guideline document (<http://www.dfo-mpo.gc.ca/Library/223669.pdf>).
  - Collect any fish present in the isolated work area and relocate them downstream.
  - Fish salvage operations must be conducted under a license issued by the Ontario Ministry of Natural Resources and Forestry (MNRF). The MNRF should be contacted well in advance of any work to obtain the required fish collection license.
- Install the culvert so that it is embedded into the streambed; ensure the culvert remains passable (e.g. does not become perched) by fish and wildlife.

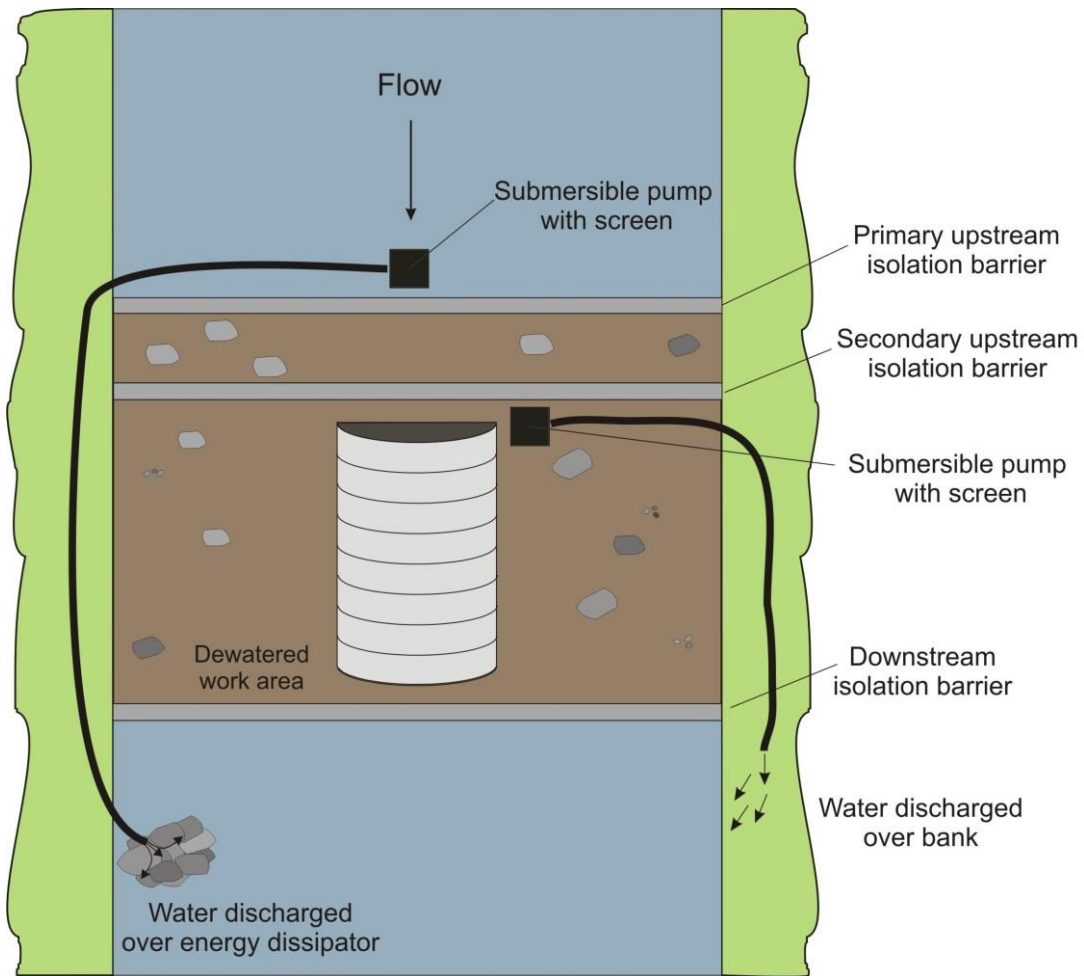


- Decommission the site isolation in a manner that minimizes the introduction of sediment. The downstream isolation barrier shall gradually be removed first, to equalize water levels inside and outside of the isolated area and to allow suspended sediments to settle.
- Stabilize and remove waste from the site.
- Where required, maintain effective erosion and sediment control measures until complete re-vegetation of disturbed areas is achieved.



**Figure 2. Isolation of Site**





**Figure 3. Isolation and Bypass Diversion when Working In-Water**



## Timing Windows

Figure 1 and Tables 1 and 2 can be used to determine the Restricted Activity period for the drain based on its classification. Note: Timing windows identified on [Conservation Authority](#) permits or [Ministry of Natural Resources](#) (Government of Ontario) work permits may differ and take precedence.



**Figure 1. Ontario's Northern and Southern Region boundaries for determining application of restricted activity timing windows.**

**Table 1. Restricted Activity timing windows for the protection of spawning fish and developing eggs and fry in the Northern Region. Dates represent when work should be avoided.**

DRAIN TYPE	RESTRICTED ACTIVITY PERIOD
A	SEPTEMBER 1 TO JULY 15
B	SEPTEMBER 1 TO JULY 15
C	APRIL 1 TO JULY 15
D	SEPTEMBER 1 TO JULY 15
E	APRIL 1 TO JULY 15

**Table 2. Restricted Activity timing windows for the protection of spawning fish and developing eggs and fry in the Southern Region. Dates represent when work should be avoided.**

DRAIN TYPE	RESTRICTED ACTIVITY PERIOD
A	SEPTEMBER 15 TO JULY 15
B	MARCH 15 TO JULY 15
C	MARCH 15 TO JULY 15
D	OCTOBER 1 TO JULY 15
E	MARCH 15 TO JULY 15



### Standard Measures to Avoid Causing *Serious Harm to Fish*

When implementing a culvert removal project in a municipal drain, the *Fisheries Act* still requires an individual/company to ensure they avoid causing *serious harm to fish* during any activities in or near water. The following advice will help one avoid causing harm and comply with the *Act* (for additional information see <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures/measures-mesures-eng.html>).

1. Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
2. Whenever possible, operate machinery on land above the high water mark or on ice and in a manner that minimizes disturbance to the banks and bed of the municipal drain.
  - Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks.
  - Limit machinery fording of the municipal drain to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the municipal drain are required, construct a temporary crossing structure.
  - Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
  - Keep an emergency spill kit on site in case of fluid leaks or spills from machinery.
3. Install effective sediment and erosion control measures before starting work to prevent sediment from entering the municipal drain. Inspect them regularly during the course of construction and make all necessary repairs if any damage occurs.
4. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the municipal drain and runoff water is clear.
5. Undertake all in-water activities in isolation of open or flowing water while maintaining the natural flow of water downstream and avoid introducing sediment into the municipal drain.
6. Ensure applicable permits for relocating fish are obtained and relocate any fish that become trapped in isolated pools or stranded in newly flooded areas to the main channel of the watercourse.
7. Ensure that the water that is being pumped/diverted from the site is filtered (sediment remove) prior to being released (e.g. pumping/diversion of water to a vegetated area).
8. Implement measures for containing and stabilizing waste material (e.g. dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
9. Stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
10. If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
11. Remove all construction materials from site upon project completion.



## APPENDIX "B"







## UNDERGROUND SPECIALTIES BLOCK INSTALLATION GUIDE







### **Block Headwall Installation Instructions for Culverts**

1. A swift lift device will be required to place the blocks. A 75mm eye bolt will be required to place the caps.
2. The bottom course of blocks shall be founded on a firm solid base. The contractor shall provide a minimum levelling course of 150mm of compacted 3/4" Clear Stone, or a 100% compacted granular A, or lean concrete as a foundation base.
3. Ensure that the base is level and flat as this will greatly improve speed of installation.
4. On new culverts a minimum of 150mm of block wall will extend below the culvert to prevent scouring under the culvert.
5. The bottom course of blocks shall be embedded into the drain bottom to achieve the desired top elevation of the wall.
6. Blocks shall extend from the pipe invert across the full height and width of the drain and be imbedded a minimum of 300mm into the drain banks. Where possible the top of the block wall will match the height of the completed driveway.
7. Blocks shall be placed such that all joints are staggered.
8. Any excavation voids on the ends of block walls below subsequent block layers shall be filled with ¾" Clear Stone.
9. Where block walls extend beyond three blocks in height, they should be battered a minimum of 1 unit horizontal for every 10 units vertical throughout the wall's full height and width. This can be achieved using pre-battered base blocks, or by careful preparation of the base.
10. Filter cloth (270R or equivalent) should be placed behind the wall to prevent the migration of fill material through the joints.
11. The walls should be backfilled with a free draining granular fill.
12. A uni-axial geogrid (SG350 or equivalent) should be used to tie back the headwalls where walls extend beyond 1.8m in height.
13. The face of the block wall shall not extend beyond the end of the pipe culvert.
14. Any gaps between the blocks and culvert shall be sealed with non-shrink grout for the full depth of the block.







## IECS CABLE CONCRETE GUIDE









# International Erosion Control Systems Inc.

22295 Hoskins Line, Rodney, ON N0L 2C0  
 Phone: 1-800-821-7462 Fax: 1-866-496-1990  
[www.iecs.com](http://www.iecs.com)



## Specifications

### A. DESCRIPTION

Cable Concrete® is an articulated concrete block revetment system, developed by International Erosion Control Systems, to control various types of erosion due to water, wind, or vehicular traffic. This system is made up of 2.44m x 4.88m long (8'x16') mats placed side by side and clamped together to provide one homogeneous erosion protection system. Smaller mats are available as required. The mats consist of concrete blocks interlocked by integrally woven stainless steel cables, which are poured within each block. Geotextile fabric is attached to the base of each concrete mat. The blocks typically have 292.10mm (11.5") square top faces and 393.70mm (15.5") square bottoms. Variations between the mat systems are the block heights and weights.

SYSTEM	Minimum BLOCK WEIGHT		Minimum BLOCK HEIGHT		Open Area %
	<i>kg/sm</i>	<i>lbs/sf</i>	<i>mm</i>	<i>inches</i>	
<b>CC 35</b>	180.65-195.30	37-40	114.3-127.0	4 1/2-5	20
<b>CC 45</b>	229.47-253.88	47-52	139.7-152.4	5 1/2-6	20
<b>CC 70</b>	351.53-380.83	72-78	215.9-228.6	8 1/2-9	20

### B. CONCRETE

The concrete shall meet the requirements of CSA A23.1/A23.2 for materials, testing, and methods of construction. The concrete mix Exposed Class F-2 25 MPA .55 w/c with a minimum of 5-8% air entrainment throughout at 28 days.

### C. CABLES

The cables shall be made of type 302/304 stainless steel aircraft cable, 1x19 construction. Cables shall be integral (poured into) to the concrete block and shall traverse through each block in both longitudinal and lateral directions, providing a flexible interlocked system.

STAINLESS STEEL CABLE				
System	Lengthwise mm inches		Widthwise mm inches	
<b>CC35</b>	4	5/32"	4	5/32"
<b>CC45</b>	4	5/32"	4	5/32"
<b>CC70</b>	4.8	3/16"	4.8	3/16"



## **D. GEOTEXTILE**

The standard geotextile material used is a needle punched non-woven fabric which is attached to the underside of the mats. An overlap shall be incorporated on three sides. The overlap provides area for the adjoining mats to be placed upon and prevent undermining of the erosion control system.

It should be noted that when different geotextile weights are used and or when additional overlap area is added to the mat, additional cost adjustments shall be made.

## **E. CLAMPS**

Sufficient malleable or stainless steel cable clamps may be used to connect adjoining Cable Concrete® mats. The standard placement of clamps shall be placed on 1.22m (4') centres connecting adjoining mats together. Clamps are recommended in applications exceeding 3.05m (10') per second.

When placing clamps under existing water, the manufacture will specify a clamp for the condition.

## **F. ANCHORING**

Cable Concrete® mats are designed to take certain velocities in certain slope and bedding situations. This information is founded on engineered flume testing. The data shows maximum limits of the mat system, based on unanchored mats.

Anchoring Cable Concrete® mats offer additional safety to the erosion protection system. If a situation arises where velocities may exceed maximum limits of a system, or if slopes of 1.5:1 or greater are encountered, then anchoring becomes an item to be specified by the governing project engineer.

## **G. INSTALLATION**

Installation equipment shall have a lifting capacity, capable of completely lifting the concrete mat and the lifting bar during unloading, stockpiling and installing etc.

Prepared areas shall be graded to a smooth plane finish. Any roots, debris and stones must be removed and regraded. Specified geotextile to be placed according to manufacturing recommendations. There shall not be any dragging, tearing or damaging of the geotextile. The mats shall be laid on the geotextile in such a manner to produce a smooth plane surface. Intimate contact with the subsurface is critical to the systems performance in the field.

The gap between each mat shall not be greater than 2", preferably 1" or it must be closed using a cement mixture.

It is recommended that after the installation of the mat system, that it be covered with desired backfill. If vegetation is required, the mat system shall be backfilled and seeded. This will allow moisture to traverse back and forth from sub grade to vegetation. Vegetation will lend support and an even grade for maintenance vehicles (mowers) to traverse over it. Any surface application should not be placed prior to the inspection of the systems clamping and anchoring.

## **H. PAYMENT**

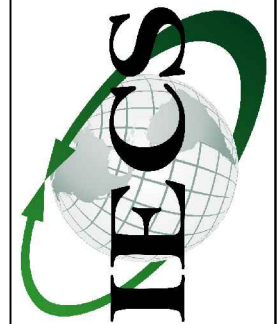
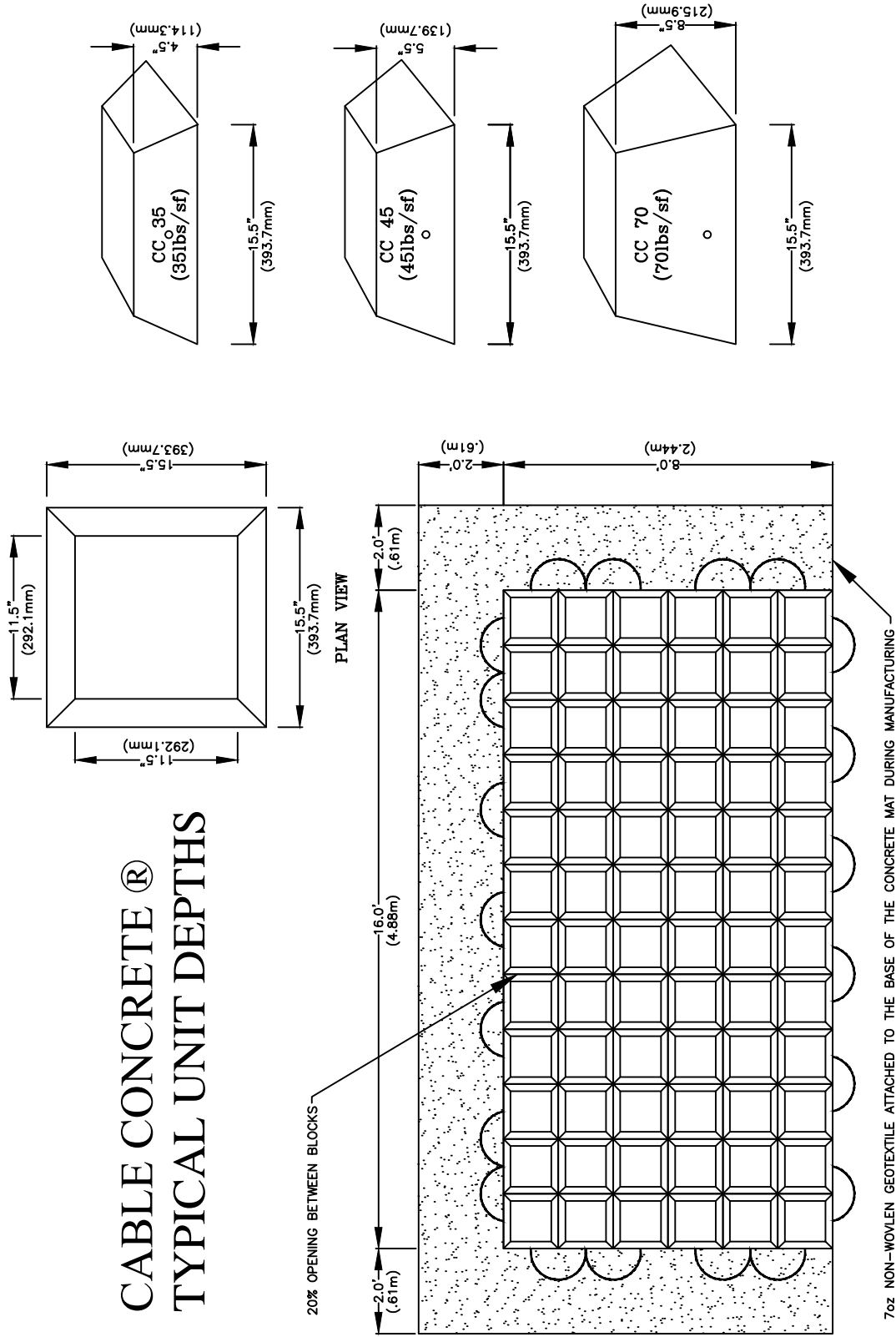
Payment shall be by the square metre and shall include Cable Concrete® mats and manufacturer's recommended geotextile.

Stainless Steel cable clamps, anchors, lifting bar rental and delivery are separate cost items.

Upgrades or additional items shall be considered additional costs.



# CABLE CONCRETE® TYPICAL UNIT DEPTHS



**INTERNATIONAL EROSION  
CONTROL SYSTEMS INC.**

22295 Hoskins Line  
Rodney, ON, N0L 2C0

Phone: 800-821-7462  
Fax: 866-496-1990

[www.iecs.com](http://www.iecs.com)

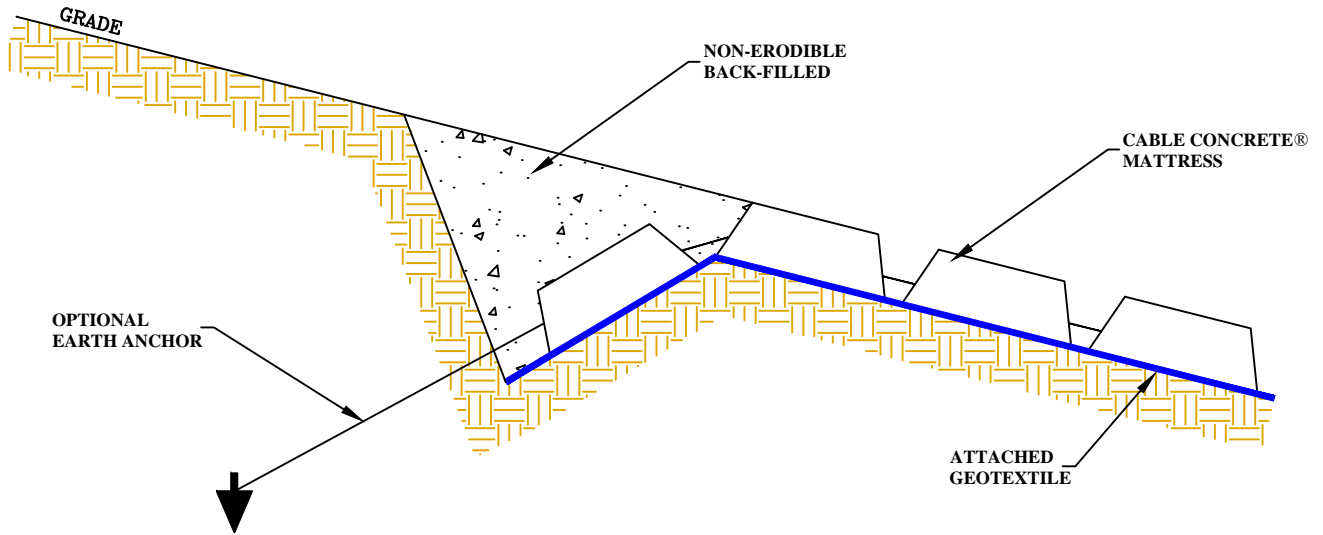
## CABLE CONCRETE® TYPICAL UNIT DEPTHS

DRAWN BY: D. J  
CHECKED BY: L.A

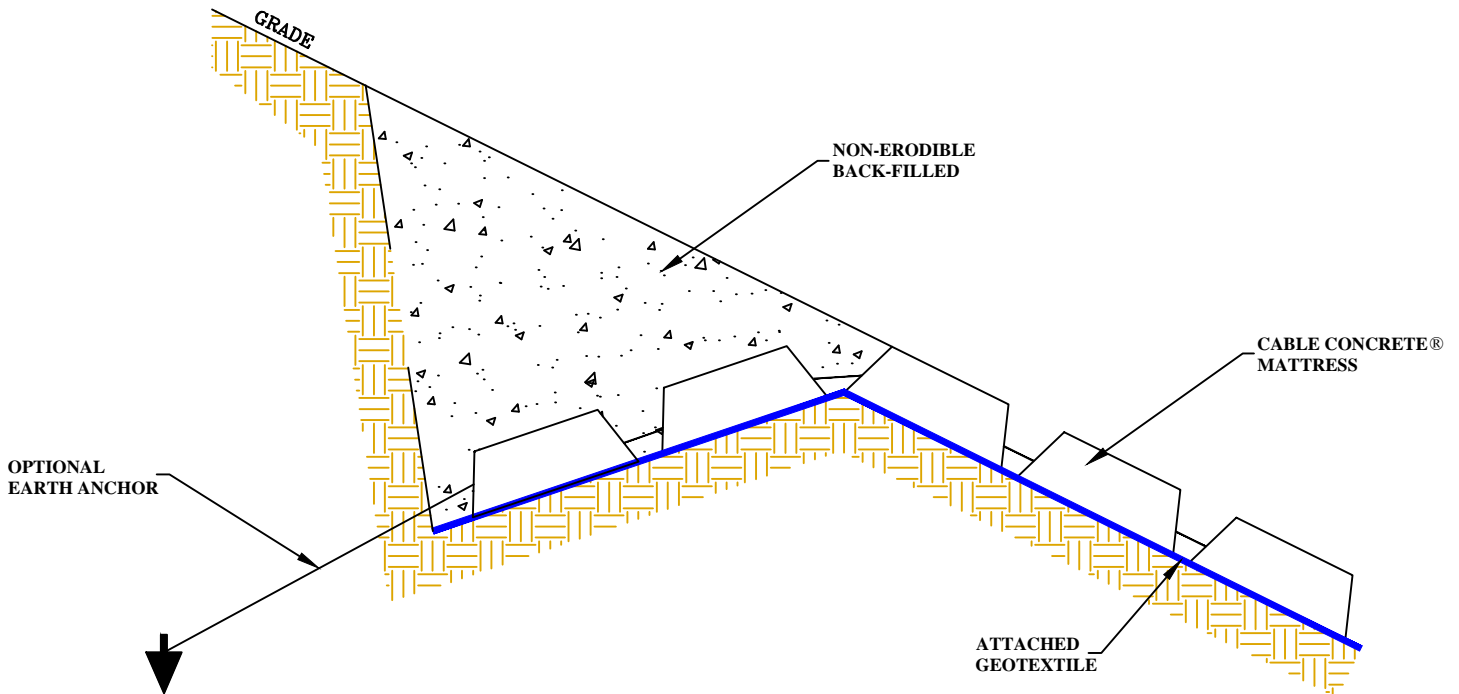
SCALE: N.T.S DATE: 10/21/13 SHEET 1 OF 1



**TOP OF SLOPE  
OPTION 1**



**TOP OF SLOPE  
OPTION 2**



**INTERNATIONAL EROSION  
CONTROL SYSTEMS**

22295 Hoskins Line  
Rodney, ON, N0L 2C0

www.iecs.com

Phone: 800-821-7462  
Fax: 866-496-1990

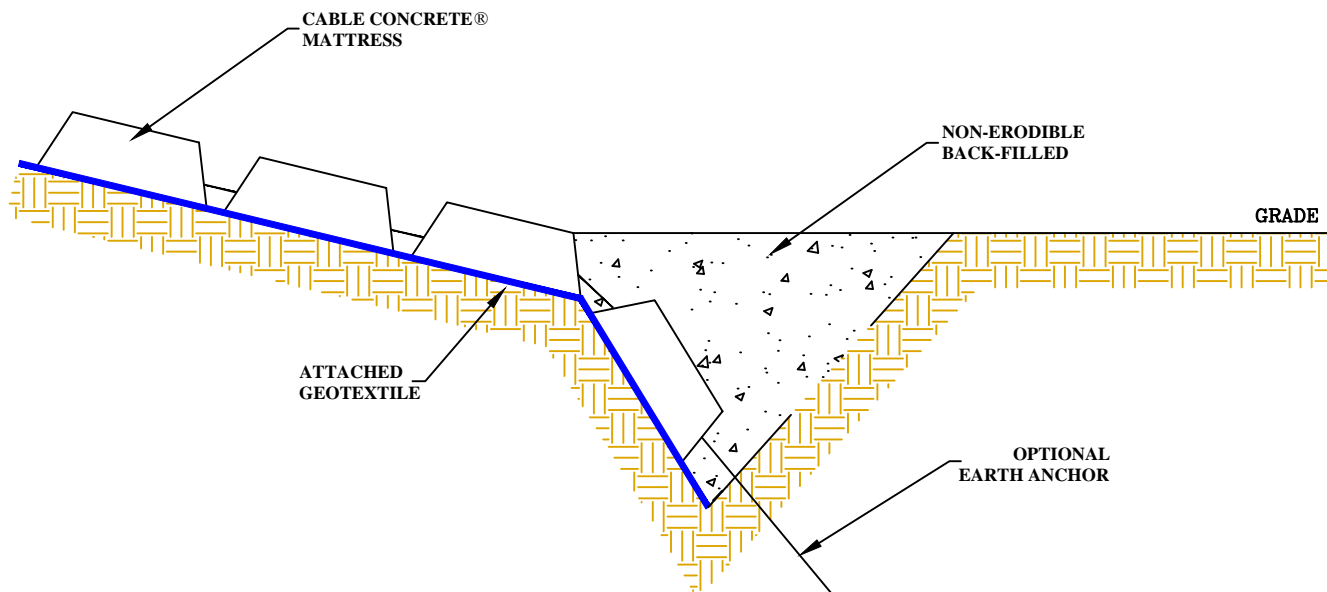
91

**KEY IN DETAIL**

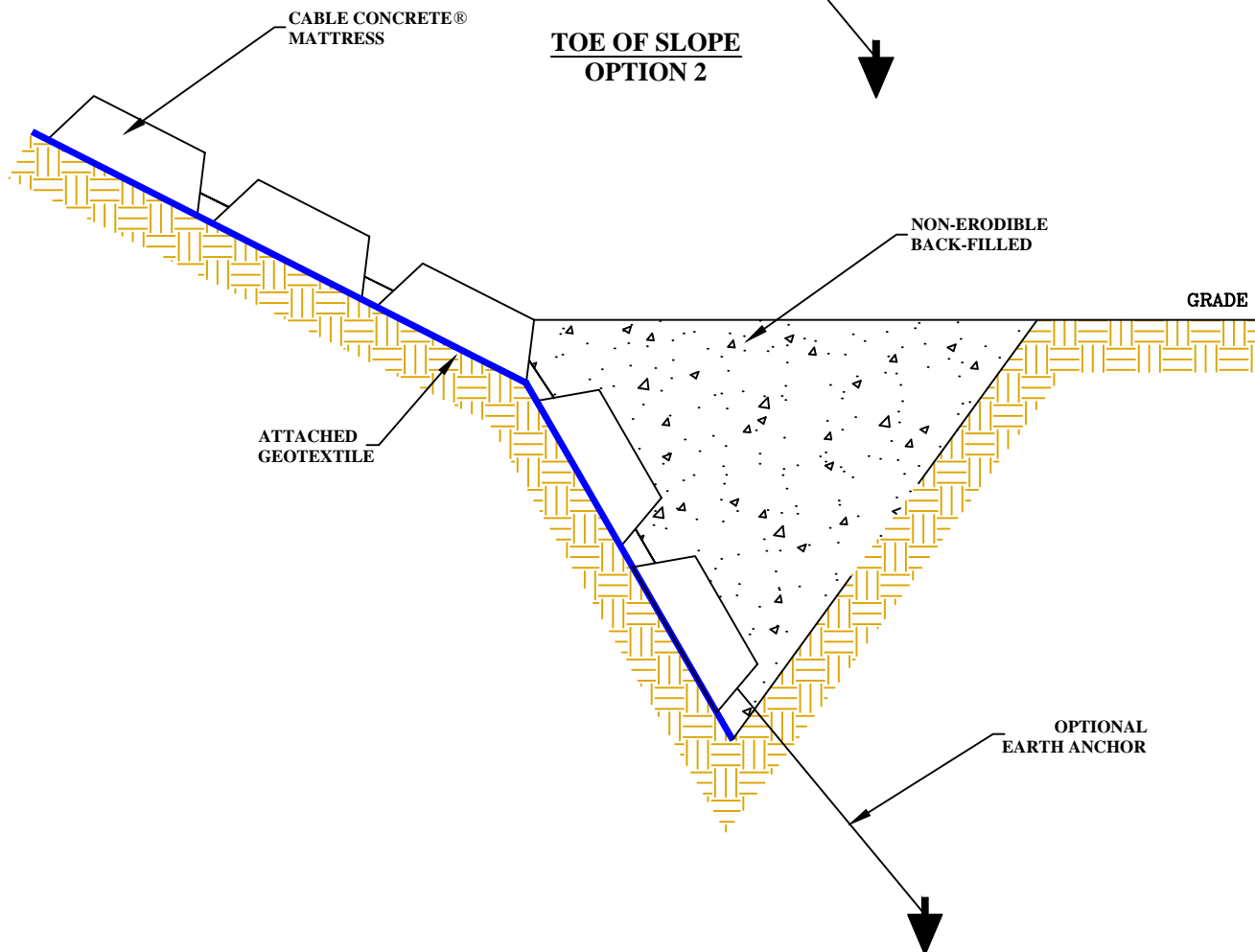
DRAWN BY:	D. J	CHECKED BY:	L. A
SCALE: N.T.S	DATE: 09/02/14	SHEET 1 OF 2	



### TOE OF SLOPE OPTION 1



### TOE OF SLOPE OPTION 2



**INTERNATIONAL EROSION  
CONTROL SYSTEMS**

22295 Hoskins Line  
Rodney, ON, N0L 2C0

Phone: 800-821-7462  
Fax: 866-496-1990

www.iecs.com

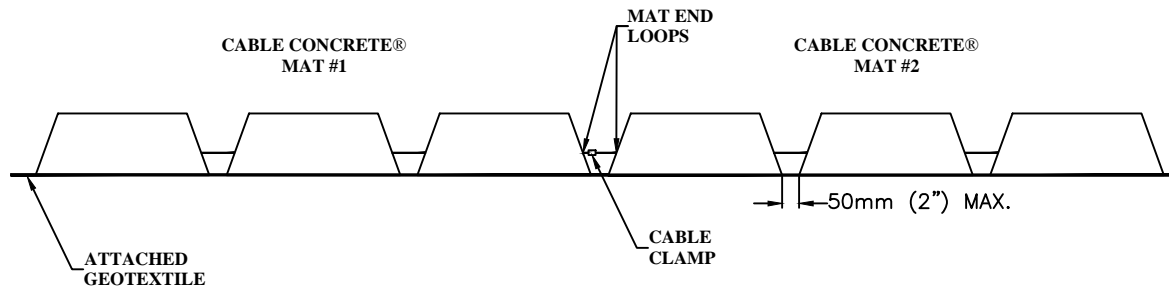
92

## **TOE IN DETAIL**

DRAWN BY:	D. J	CHECKED BY:	L. A
SCALE: N.T.S	DATE: 09/02/14	SHEET 2 OF 2	

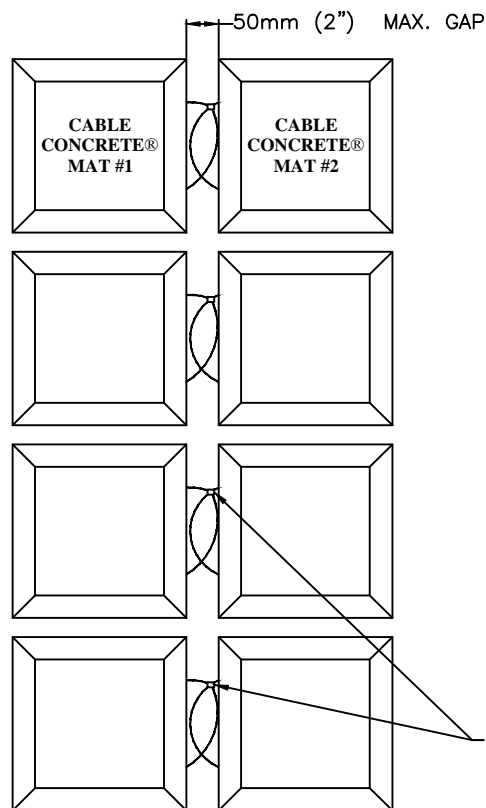


## PROFILE VIEW

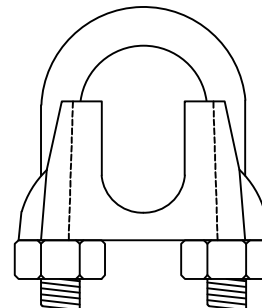


WHEN PLACING THE MATS, THE GAP BETWEEN THE MATS SHOULD NOT BE ANY LARGER THAN A 50mm (2") MAXIMUM. IF THE MATS ARE PLACED WITH A LARGER SPACE THAN 50mm (2"), IT IS RECOMMENDED TO GROUT THE SEAM BETWEEN THE MATS.

## PLAN VIEW



## CABLE CLAMP



NOTE:  
CABLE CLAMPS ARE MADE OF A U-BOLT,  
A COVER SADDLE, AND TWO NUTS.



INTERNATIONAL EROSION  
CONTROL SYSTEMS

22295 Hoskins Line  
Rodney, ON, N0L 2C0

Phone: 800-821-7462  
Fax: 866-496-1990

www.iecs.com

## CABLE CLAMP DETAIL

DRAWN BY:

D. JOHNSTON

CHECKED BY:

L. ARVAI

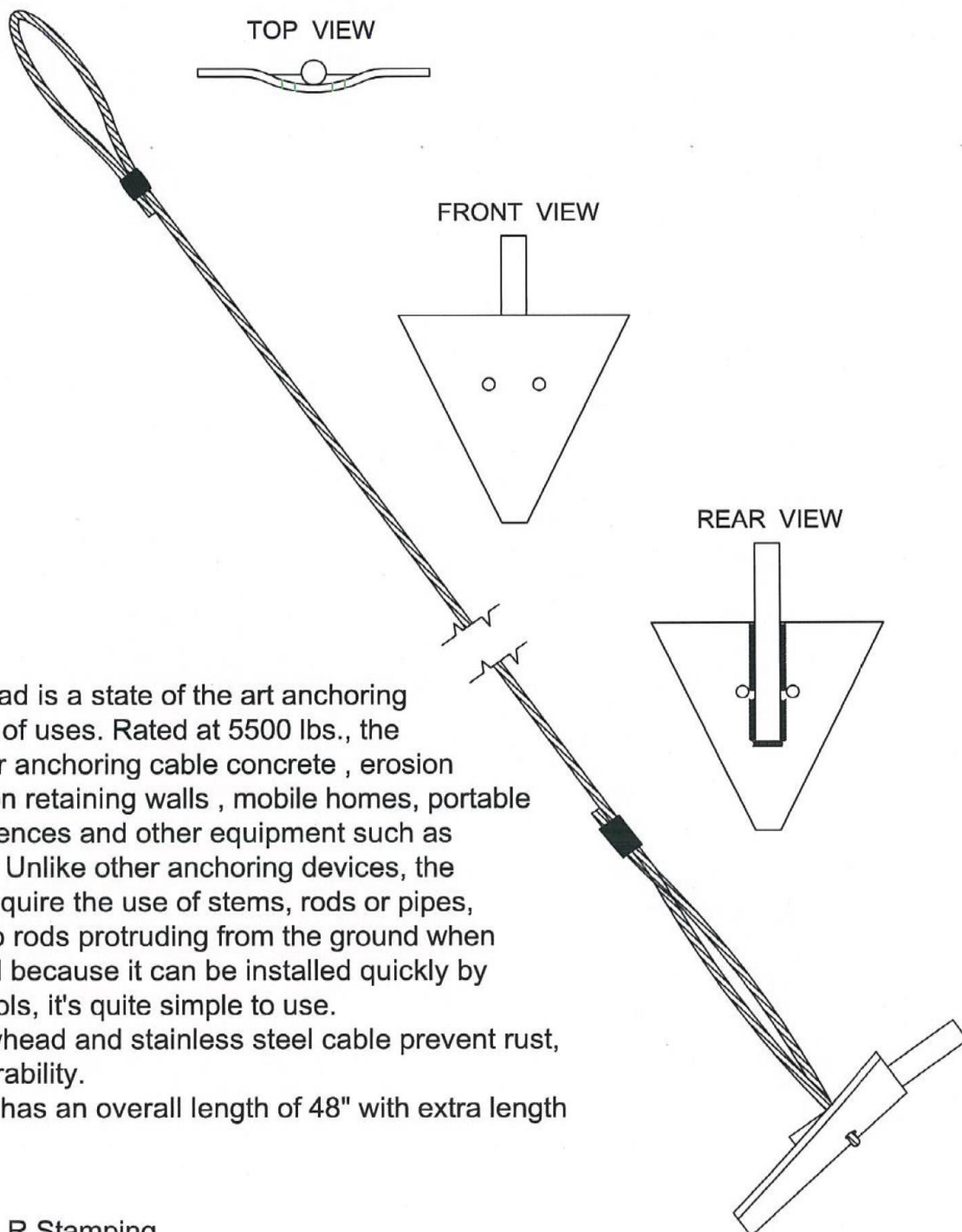
SCALE: N.T.S

DATE: 03/18/13

SHEET 1/1



# ARROWHEAD EARTH ANCHORS



The Chasco Arrowhead is a state of the art anchoring system with a variety of uses. Rated at 5500 lbs., the Arrowhead is ideal for anchoring cable concrete , erosion mats , concrete gabion retaining walls , mobile homes, portable classrooms, sheds , fences and other equipment such as oil tanks and towers. Unlike other anchoring devices, the Arrowhead doesn't require the use of stems, rods or pipes, therefore there are no rods protruding from the ground when the anchor is set. And because it can be installed quickly by means of common tools, it's quite simple to use.

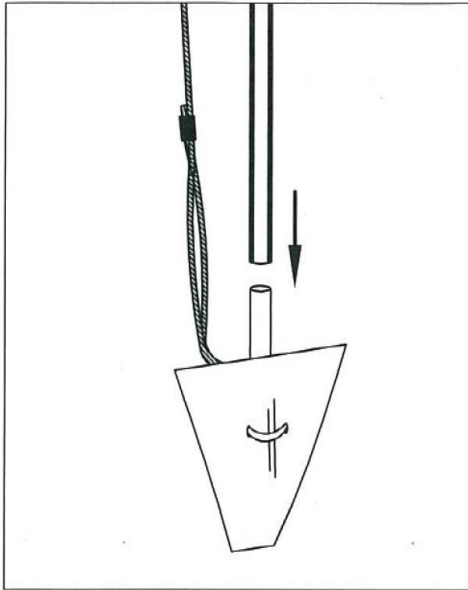
The galvanized Arrowhead and stainless steel cable prevent rust, giving it increased durability.

The standard anchor has an overall length of 48" with extra length supplied as required.

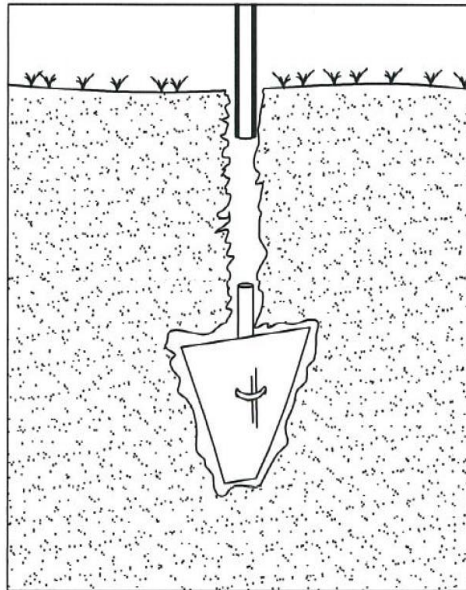
Manufactured by B & R Stamping  
Oakville , Ontario  
905-847-5294

NOT TO SCALE

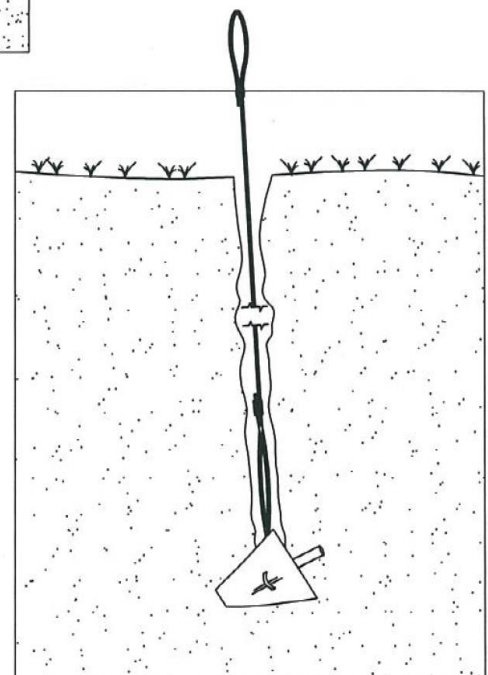




CABLE IS ATTACHED AND CRIMPED.  
DRIVE ROD IS HALF INCH BLACK  
IRON PIPE - 4 FEET LONG



DRIVE ANCHOR MINIMUM OF 1  
METER INTO UNDISTURBED SOILS  
CAPABLE OF HOLDING SPECIFIED  
ANCHOR STRENGTH



ANCHOR MUST BE PULLED UP INTO  
PLANED / LOCKED POSITION

NOT TO SCALE



## APPENDIX "C"









December 2017

## GEOTECHNICAL EXPLORATION

# Culvert Replacement Road 10 East - Patterson Drain Kingsville, Ontario

**Submitted to:**

Mr. Tony Peralta, P.Eng.  
N.J. Peralta Engineering  
45 Division Street North  
Kingsville, Ontario N9Y 1E1

REPORT



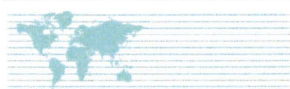
**Report Number:** 1790503-R01

**Distribution:**

1 E-Copy: N.J. Peralta Engineering  
1 E-Copy: Golder Associates Ltd.







## Table of Contents

<b>1.0 INTRODUCTION.....</b>	<b>1</b>
<b>2.0 SITE DESCRIPTION AND GEOLOGY .....</b>	<b>1</b>
<b>3.0 PROCEDURE .....</b>	<b>1</b>
<b>4.0 SUBSURFACE CONDITIONS .....</b>	<b>2</b>
4.1 General .....	2
4.2 Soil Conditions.....	2
4.2.1 Pavement Structure and Granular Fill .....	2
4.2.2 Buried Topsoil .....	3
4.2.3 Sand.....	3
4.2.4 Silty Clay Till .....	3
4.3 Groundwater .....	4
<b>5.0 DISCUSSION.....</b>	<b>4</b>
5.1 Culvert Foundation .....	4
5.1.1 Sliding Resistance.....	5
5.2 Seismic Site Classification .....	5
5.3 Excavations .....	5
5.3.1 Construction Considerations .....	6
5.4 General Backfill.....	6
5.5 Pavement Restoration .....	7
5.6 Geotechnical Inspections and Testing .....	7

Important Information and Limitations of This Report

Method of Soil Classification

Abbreviations and Terms used on Records of Boreholes and Test Pits

List of Symbols

Record of Boreholes

## FIGURES

Figure 1 – Location Plan

Figure 2 – Grain Size Distribution

Figure 3 - Plasticity Chart





## **CULVERT REPLACEMENT ROAD 10 EAST - PATTERSON DRAIN KINGSVILLE, ONTARIO**

### **1.0 INTRODUCTION**

This report presents the results of the geotechnical exploration and testing program carried out for the proposed replacement of the culvert over the Patterson drain, located on Road 10 approximately 1,800 metres (m) west of County Road 31 in the Town of Kingsville, Ontario. The location of the site is shown on the Key Plan, Figure 1.

Based on the preliminary information provided to Golder Associates Ltd. (Golder), it is understood that it is proposed to replace the existing culvert on Road 10 over the Patterson drain with a new box culvert structure. From the review of available mapping data, the existing culvert has an approximate height of 4.0 m and a width of about 7.0 m. Currently, the culvert carries two lanes of traffic over the Patterson drain.

Confirmation of authorization to proceed with the exploration in accordance with our November 01, 2017 proposal (P1790503) was provided by Mr. Tony Peralta, P.Eng. of N.J. Peralta Engineering (Peralta) on November 02, 2017.

This report should be read in conjunction with the attached document "Important Information and Limitations of This Report", which comprises an integral component hereof. The reader's attention is specifically drawn to this material, as it is essential for the proper use and interpretation of the information presented and discussed herein.

### **2.0 SITE DESCRIPTION AND GEOLOGY**

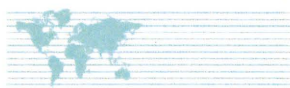
The project area is located in the physiographic region of Southwestern Ontario known as the St. Clair Clay Plains. Within this region, Essex County and the southwestern part of Kent County are normally discussed as a sub-region known as the Essex Clay Plain. The clay plain was deposited during the retreat of ice sheets (late Pleistocene Era) when a series of glacial lakes inundated the area. In general, the ice sheets deposited materials with a glacial-till-like gradation in the Essex County area. Depending on the locations of the glacial ice sheets and depths of water in the ice-contact glacial lakes, the materials may have been directly deposited at the contact between the ice sheet and the bedrock or, as the lake levels rose, and the ice sheets retreated and floated, the soil and rock debris within and at the base of the ice were deposited through the lake water (glaciolacustrine depositional environment). The term "glacial till", in its common usage, often indicates a very dense or hard composition resulting from consolidation and densification under the weight of the ice sheet and the mineral soil particles typically have a distribution of grain sizes ranging from cobbles to clay. In many areas of Essex County, however, the majority of the soils described as "glacial till" were deposited through water and have a soft to firm consistency below an upper "crust" that has since become stiff to hard through weathering and desiccation.

### **3.0 PROCEDURE**

The field work for this exploration was conducted on November 23, 2017 at which time two boreholes, designated as boreholes (BH)-101 and BH-102, were each advanced to a depth of approximately 8.0 m below the existing ground surface. The borehole locations are shown on the Plan, Figure 1.

Standard penetration testing and sampling was carried out in the boreholes using 35-millimetre (mm) inside diameter split spoon sampling equipment and an automatic hammer, in accordance with ASTM D 1586 "Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils". According to ASTM D1586,





---

## **CULVERT REPLACEMENT ROAD 10 EAST - PATTERSON DRAIN KINGSVILLE, ONTARIO**

---

the SPT resistance, or 'N' value, is defined as the number of blows required by a 63.5-kilogram (kg) hammer dropped from a height of 760 mm to drive a split-spoon sampler a distance of 300 mm, after an initial 150 mm of penetration. The soil stratigraphy encountered in the boreholes is shown in detail on the Record of Borehole sheets following the text of this report.

Groundwater seepage levels were observed in the boreholes during drilling as detailed on the Record of Borehole sheets. Upon completion of sampling and in situ testing, the boreholes were backfilled in accordance with Ontario Regulation 903, as amended.

All of the samples obtained during the exploration were brought to our laboratory for further examination and representative classification testing. The results of the field and laboratory testing are shown on the Record of Borehole sheets and on Figures 2 and 3.

The borehole locations were designated in the field by members of our engineering staff who also arranged for underground utility clearances, supervised the drilling, sampling and standard penetration testing, logged the boreholes, and cared for the samples obtained.

The ground surface elevations at the borehole locations were surveyed by Golder staff at the time of borehole advancement. The top nut of the existing fire hydrant located on the north side of Road 10, approximately 10.0 m west of Municipal No. 493 was utilized as a benchmark, with a reported elevation of 191.093 m. It is understood that the bench mark is referenced to geodetic datum. The ground surface elevations at the borehole locations were found to range between approximately 191.030 m and 191.058 m.

## **4.0 SUBSURFACE CONDITIONS**

### **4.1 General**

The subsurface conditions encountered in the boreholes advanced at the site are shown on the attached Record of Borehole sheets. The following paragraphs have been simplified in terms of major soil strata for the purposes of geotechnical design. The soil boundaries indicated have been inferred from non-continuous samples and observations of sampling and drilling resistance and typically represent transitions from one soil type to another rather than exact planes of geological change. Further, the subsurface conditions will vary between and beyond the borehole locations.

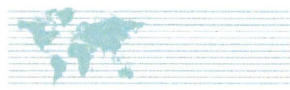
### **4.2 Soil Conditions**

#### **4.2.1 Pavement Structure and Granular Fill**

A bituminous surface treatment (tar and chip) was encountered at the ground surface in both of the boreholes. The thickness of the surface treatment ranged from about 25 to 150 mm at the borehole locations. Approximately 140 mm of granular fill was encountered between two layers of surface treatment in BH-101.

Gravelly sand fill, interpreted to be granular road base materials based on visual examination, was encountered beneath the surface treatment in both of the boreholes, and ranged in thickness from about 100 to 150 mm.





---

## **CULVERT REPLACEMENT ROAD 10 EAST - PATTERSON DRAIN KINGSVILLE, ONTARIO**

---

The noted pavement component thicknesses are specific to the borehole locations and variations in surface treatment thickness should be anticipated in other areas of the site.

A layer of sandy silty clay fill with a thickness of approximately 320 mm was encountered underlying the gravelly sand fill in BH-101.

### **4.2.2 Buried Topsoil**

A layer of dark brown to dark grey sandy silty clay topsoil was encountered beneath the silty clay fill material in BH-101; and underlying the gravelly sand fill in BH-102. The topsoil layer ranged from about 310 to 610 mm in thickness. Materials designated as topsoil in this report were classified based solely on visual and textural evidence. Testing of organic content or for other soil nutrients was not carried out. Accordingly, materials classified as topsoil herein cannot necessarily be relied upon for support and growth of landscaping vegetation without supplemental soil nutrient analyses.

### **4.2.3 Sand**

A layer of sand, with some silt and clay pockets, was encountered underlying the topsoil in BH-102. The sand layer had a thickness of about 0.4 m and had measured 'N' values ranging from 4 to 5 blows per 0.3 m. The water content of the sand varied from about 12 to 20 per cent.

### **4.2.4 Silty Clay Till**

Sandy silty clay till soils were encountered underlying the buried topsoil in BH-101 and underlying the sand in BH-102, extending to the termination depth of the boreholes. The upper portion of the silty clay till was observed to have a mottled brown and grey colour. The mottled colour indicates weathering and periodic wetting and drying of the soils. The mottled brown and grey silty clay was classified as soft to firm, with measured 'N' values ranging from 4 to 5 blows per 0.3 m. The water content of the mottled silty clay till varied from about 22 to 27 per cent.

Very stiff brown sandy silty clay till was encountered underlying the mottled silty clay till. Oxidized fissures, along with sand pockets, were noted in several of the samples within the brown silty clay till. Measured 'N' values obtained in the brown silty clay till ranged from 16 to 17 blows per 0.3 m. The water content of the brown silty clay till was about 18 per cent.

Underlying the brown silty clay till, firm to very stiff grey sandy silty clay till was encountered, which extended to the termination depth of each borehole. Measured 'N' values obtained in the grey silty clay till ranged from 6 to 15 blows per 0.3 m. Field vane shear tests conducted in the grey silty clay till yielded undrained shear strengths in excess of 96 kilopascals (kPa) at a depth of about 7.0 m below ground surface. The water content of the grey silty clay till varied from about 17 to 22 per cent. Atterberg limits testing conducted on a sample of the grey silty clay till recovered from BH-101 yielded a liquid limit of about 33 per cent and a plasticity index of about 16 per cent, indicating an inorganic silty clay of intermediate plasticity. The results of the Atterberg limits testing are shown on Figure 3 and grain size distribution results for the grey silty clay till are shown on Figure 2.





### **4.3 Groundwater**

Groundwater seepage conditions were observed in the boreholes during drilling as shown on the Record of Borehole sheets. Both boreholes were dry upon completion of drilling, and no seepage into the boreholes was encountered.

It should be noted that groundwater conditions are generally dependent on the amount of recent precipitation, site grading and other measures in place to control surface water drainage, as well as the time of year, and can fluctuate significantly in elevation over time.

## **5.0 DISCUSSION**

The purpose of the exploration was to evaluate the subsurface soil and groundwater conditions at the site and to provide geotechnical engineering recommendations for the proposed culvert reconstruction.

This section of the report provides our interpretation of the factual geotechnical data obtained during the exploration and testing program and is intended for the guidance of the design engineer. Where comments are made on construction, they are provided only to highlight those aspects which could affect the design of the project. Contractors bidding on or undertaking the work should make their own independent interpretation of the factual subsurface information provided as it affects their proposed construction means and methods, equipment selection, scheduling and the like.

Our professional services for this assignment address only the geotechnical (physical) aspects of the subsurface conditions at this site. The geo-environmental (chemical) aspects, including the consequences of possible surface and/or subsurface contamination resulting from previous activities or uses of the site and/or resulting from the introduction onto the site of materials from off-site sources are outside the terms of reference for this report and have not been addressed.

### **5.1 Culvert Foundation**

Based on the conditions encountered in the boreholes, a factored geotechnical resistance at the Ultimate Limit State (ULS) of 250 kPa and a geotechnical reaction at the Serviceability Limit State (SLS) of 165 kPa may be used, provided that the founding elevation of the culvert is between 2.3 m and 4.3 m below the existing ground surface, or between approximate elevations of 188.8 m and 186.8 m. Should the founding elevation of the culvert be below an elevation of 186.8 m, a factored geotechnical resistance at the ULS of 150 kPa and a geotechnical reaction at the SLS of 100 kPa may be used. The foundation excavations should be inspected by the geotechnical engineer prior to placing the clear stone bedding or footing concrete.

To reduce potential damage due to frost action, all exterior footings should be provided with at least 1.2 m of soil cover after final grading. If the top of the box is above a depth of 1.2 m, Ontario Provincial Standards Specifications (OPSS) Granular 'C' backfill with appropriate frost tapers should be provided above the frost penetration depth in accordance with Ontario Provincial Standard Drawing (OPSD) 205.060. Should the construction be carried out in the winter months, care should be taken to prevent the penetration of frost beneath the partially completed structure.





---

## CULVERT REPLACEMENT ROAD 10 EAST - PATTERSON DRAIN KINGSVILLE, ONTARIO

---

The culvert bedding or footing concrete should be placed as soon as practical following the excavation, inspection and approval of the founding soils. If it is expected that the founding soils will be left open to exposure for an extended period of time, it is recommended that a 75 mm thick lean concrete working mat be placed to protect the structural integrity of the founding soils.

### 5.1.1 Sliding Resistance

The resistance to lateral forces/sliding resistance between the culvert base/footings and founding soil should be calculated in accordance with Section 6.7.5 of the Canadian Highway Bridge Design Code. The angle of friction,  $\phi$ , and the unfactored coefficient of friction,  $\tan \phi$ , may be taken as 28 degrees and 0.53, respectively.

## 5.2 Seismic Site Classification

Site Class D is considered appropriate for seismic design purposes for structures founded as noted above, based on the results of the geotechnical exploration and our geotechnical experience in the area. The site classification for seismic response presented in Table 4.1.8.4 of the 2012 Ontario Building Code relates to the average properties of the upper 30 m of supporting strata. The information obtained in the geotechnical field exploration was gathered from the upper 8.0 m.

Mean seismic hazard values were determined for the 2 per cent in 50-year (0.000404 per annum) probability of exceedance for the standard base condition assuming "firm ground" (NBCC 2015 Soil Class C, average  $V_{s30}$  shear wave velocity 450 m/s). The 5 per cent damped spectral acceleration ( $S_a$ ) values for the location of the site (as multiples of gravitational acceleration,  $9.81 \text{ m/s}^2$ ) are:  $S_a(0.2) = 0.109$ ;  $S_a(0.5) = 0.068$ ;  $S_a(1.0) = 0.038$ ; and  $S_a(2) = 0.018$ . The peak ground acceleration (PGA) value for the site is  $0.65 \text{ m/s}^2$  with a peak ground velocity (PGV) of  $0.052 \text{ m/s}$ . Acceleration-based ( $F_a$ ) and velocity-based ( $F_v$ ) site coefficients of 1.3 and 1.4, respectively, should be applied to account for the Site Class D designation.

## 5.3 Excavations

All excavations should be conducted in accordance with current Occupational Health and Safety Act (OHSA) provisions, and in particular, OHSA Regulation 213/91, which specifically addresses Construction Projects.

The sand and sandy silty clay till soils encountered in the boreholes would be classified as Type 3 soils, provided they are not saturated. For OHSA compliance, all unsupported excavations in Type 3 soils should be cut with side slopes inclined not steeper than a gradient of 1 horizontal to 1 vertical, extending outward from the base of the excavation. All wet or saturated soils would be classified as Type 4 soils and unsupported excavations in those materials must be sloped from the bottom of the excavation at a minimum gradient of 3 horizontal to 1 vertical for OHSA compliance.





### **5.3.1 Construction Considerations**

Adequate support should be provided for any existing utilities which may be located within the zone of influence of the excavations as defined by a line drawn upwards and outwards from the base of the excavation at an inclination of 1 horizontal to 1 vertical.

Care should be taken during construction to avoid disturbance of the founding soils. All existing fill, topsoil, organics, and any soft, excessively wet, or loose soils should be stripped from the proposed founding areas prior to placement of concrete or bedding materials. For pre-cast box culverts, the bedding should be placed on a properly prepared subgrade and uniformly compacted to at least 95 per cent of the standard Proctor maximum dry density (SPMDD). Subexcavated material below the design founding elevation should be replaced with compacted OPSS Granular 'A' or Granular 'B', Type II placed in loose lifts not exceeding 300 mm in thickness and uniformly compacted to at least 98 percent of SPMDD. The excavation base should be inspected by the geotechnical engineer prior to placing concrete or bedding.

## **5.4 General Backfill**

Any existing topsoil, organic, and deleterious fill materials excavated from the site are not considered suitable as general backfill.

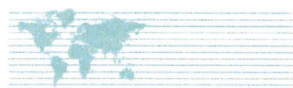
Approved native soils excavated at the site during construction are generally considered to be suitable for reuse as backfill above the culvert bedding and below the depth of frost penetration. As noted previously, if the top of the box is above a depth of 1.2 m, OPSS Granular 'C' backfill with appropriate frost tapers should be provided above the frost penetration depth to the subgrade level in accordance with OPSD 205.060.

All backfill material should be at suitable moisture contents to achieve the specified degree of field compaction. Materials should not be considered acceptable as backfill when the placement water content exceeds the optimum water content (as determined by the standard Proctor compaction test ASTM D698) by more than about 2 to 3 per cent. Further, material that is more than 3 per cent dry of the optimum water content should be wetted during compaction to minimize post construction settlement, or should not be used.

The native silty clay till soils are cohesive in nature. When these cohesive soils are utilized for backfill, it is essential that these types of materials be broken down and compacted thoroughly to reduce voids and the potential for settlement. Should very moist to wet soils be encountered during excavation, these soils will require extensive air-drying to achieve the specified field compaction. If time constraints do not permit for air-drying of soils, they will have to be wasted and replaced with a suitable approved alternative.

Backfill material should be placed in loose lifts not exceeding a maximum thickness of 300 mm for granular soils and 200 mm for the native silty clay till, and compacted to a minimum of 95 per cent of SPMDD. The upper one metre of backfill which comprises the roadway subgrade should be uniformly compacted to at least 98 per cent of SPMDD. If lesser degrees of compaction are achieved, increased settlements will result. In general, some settlement of trench backfill should be expected and where pavements or other settlement-sensitive surface treatments will be constructed, these should be delayed as long as possible in the contract or, preferably, finished with surface asphalt during the following construction season.





## CULVERT REPLACEMENT ROAD 10 EAST - PATTERSON DRAIN KINGSVILLE, ONTARIO

Care will be required to ensure that the height of the backfill on either side of the culvert does not differ by more than 600 mm at any given time.

### 5.5 Pavement Restoration

Prior to replacing the pavement structure, the subgrade should be proofrolled and any soft unstable areas should be subexcavated and replaced with approved soils and compacted to a minimum of 98 per cent of SPMDD. Any soft areas or areas with deleterious fill or other materials must be subexcavated and restored with approved material. The subgrade should be free of depressions and sloped appropriately. Rapid drainage of the pavement structure is critical to ensure long-term performance of the pavement.

The roadway pavement structure should be restored using 300 mm of Granular 'A' base followed by bituminous surface treatment to match the existing pavement structure. The granular base should be uniformly compacted to 98 per cent of SPMDD.

### 5.6 Geotechnical Inspections and Testing

After final design and once construction commences, a regular program of geotechnical inspections and testing should be carried out during construction to confirm that the conditions encountered are consistent with the results of the boreholes, to ensure that the intent of the design recommendations provided is being met, and that the various project and material specifications are being consistently achieved.

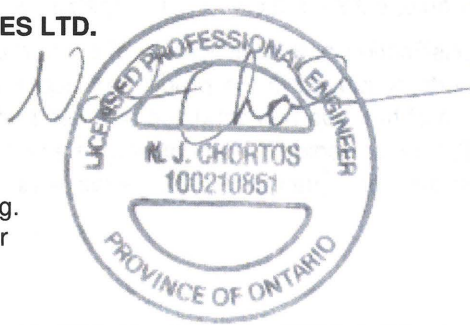
The factual data, interpretation, and recommendations in this report pertain to a specific project as described in this report and are not applicable to any other project or site location. If the project is modified in concept, location or elevation, deviates from the assumption stated herein, or if the project is not initiated within twelve months of the date of the report, Golder Associates Ltd. should be given an opportunity to confirm that the recommendations are still valid. The subject geotechnical exploration and this report address only the geotechnical aspects of the proposed project; potential environmental impacts or related issues are beyond the defined scope of this work and have not been addressed.

We trust that this report provides all of the geotechnical information presently required. Should any point require clarification, or should you have any comments on this report, please contact this office.

**GOLDER ASSOCIATES LTD.**

Nathan Chortos, P.Eng.  
Geotechnical Engineer

NC/MAS/nc/sjo



Mark A. Swallow, PE, P.Eng.  
Principal and Senior Practice Leader

[https://golderassociates.sharepoint.com/sites/20579g/deliverables/r01-geo expl/1790503-dec0717-draft-geo exploratory.docx](https://golderassociates.sharepoint.com/sites/20579g/deliverables/r01-geo%20expl/1790503-dec0717-draft-geo%20exploratory.docx)





## IMPORTANT INFORMATION AND LIMITATIONS OF THIS REPORT

**Standard of Care:** Golder Associates Ltd. (Golder) has prepared this report in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and science professions currently practising under similar conditions in the jurisdiction in which the services are provided, subject to the time limits and physical constraints applicable to this report. No other warranty, expressed or implied is made.

**Basis and Use of the Report:** This report has been prepared for the specific site, design objective, development and purpose described to Golder by the Client. The factual data, interpretations and recommendations pertain to a specific project as described in this report and are not applicable to any other project or site location. Any change of site conditions, purpose, development plans or if the project is not initiated within eighteen months of the date of the report may alter the validity of the report. Golder can not be responsible for use of this report, or portions thereof, unless Golder is requested to review and, if necessary, revise the report.

The information, recommendations and opinions expressed in this report are for the sole benefit of the Client. No other party may use or rely on this report or any portion thereof without Golder's express written consent. If the report was prepared to be included for a specific permit application process, then upon the reasonable request of the client, Golder may authorize in writing the use of this report by the regulatory agency as an Approved User for the specific and identified purpose of the applicable permit review process. Any other use of this report by others is prohibited and is without responsibility to Golder. The report, all plans, data, drawings and other documents as well as all electronic media prepared by Golder are considered its professional work product and shall remain the copyright property of Golder, who authorizes only the Client and Approved Users to make copies of the report, but only in such quantities as are reasonably necessary for the use of the report by those parties. The Client and Approved Users may not give, lend, sell, or otherwise make available the report or any portion thereof to any other party without the express written permission of Golder. The Client acknowledges that electronic media is susceptible to unauthorized modification, deterioration and incompatibility and therefore the Client can not rely upon the electronic media versions of Golder's report or other work products.

The report is of a summary nature and is not intended to stand alone without reference to the instructions given to Golder by the Client, communications between Golder and the Client, and to any other reports prepared by Golder for the Client relative to the specific site described in the report. In order to properly understand the suggestions, recommendations and opinions expressed in this report, reference must be made to the whole of the report. Golder can not be responsible for use of portions of the report without reference to the entire report.

Unless otherwise stated, the suggestions, recommendations and opinions given in this report are intended only for the guidance of the Client in the design of the specific project. The extent and detail of investigations, including the number of test holes, necessary to determine all of the relevant conditions which may affect construction costs would normally be greater than has been carried out for design purposes. Contractors bidding on, or undertaking the work, should rely on their own investigations, as well as their own interpretations of the factual data presented in the report, as to how subsurface conditions may affect their work, including but not limited to proposed construction techniques, schedule, safety and equipment capabilities.

**Soil, Rock and Groundwater Conditions:** Classification and identification of soils, rocks, and geologic units have been based on commonly accepted methods employed in the practice of geotechnical engineering and related disciplines. Classification and identification of the type and condition of these materials or units involves judgment, and boundaries between different soil, rock or geologic types or units may be transitional rather than abrupt. Accordingly, Golder does not warrant or guarantee the exactness of the descriptions.





---

## IMPORTANT INFORMATION AND LIMITATIONS OF THIS REPORT

---

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions and even a comprehensive investigation, sampling and testing program may fail to detect all or certain subsurface conditions. The environmental, geologic, geotechnical, geochemical and hydrogeologic conditions that Golder interprets to exist between and beyond sampling points may differ from those that actually exist. In addition to soil variability, fill of variable physical and chemical composition can be present over portions of the site or on adjacent properties. The professional services retained for this project include only the geotechnical aspects of the subsurface conditions at the site, unless otherwise specifically stated and identified in the report. The presence or implication(s) of possible surface and/or subsurface contamination resulting from previous activities or uses of the site and/or resulting from the introduction onto the site of materials from off-site sources are outside the terms of reference for this project and have not been investigated or addressed.

Soil and groundwater conditions shown in the factual data and described in the report are the observed conditions at the time of their determination or measurement. Unless otherwise noted, those conditions form the basis of the recommendations in the report. Groundwater conditions may vary between and beyond reported locations and can be affected by annual, seasonal and meteorological conditions. The condition of the soil, rock and groundwater may be significantly altered by construction activities (traffic, excavation, groundwater level lowering, pile driving, blasting, etc.) on the site or on adjacent sites. Excavation may expose the soils to changes due to wetting, drying or frost. Unless otherwise indicated the soil must be protected from these changes during construction.

**Sample Disposal:** Golder will dispose of all uncontaminated soil and/or rock samples 90 days following issue of this report or, upon written request of the Client, will store uncontaminated samples and materials at the Client's expense. In the event that actual contaminated soils, fills or groundwater are encountered or are inferred to be present, all contaminated samples shall remain the property and responsibility of the Client for proper disposal.

**Follow-Up and Construction Services:** All details of the design were not known at the time of submission of Golder's report. Golder should be retained to review the final design, project plans and documents prior to construction, to confirm that they are consistent with the intent of Golder's report.

During construction, Golder should be retained to perform sufficient and timely observations of encountered conditions to confirm and document that the subsurface conditions do not materially differ from those interpreted conditions considered in the preparation of Golder's report and to confirm and document that construction activities do not adversely affect the suggestions, recommendations and opinions contained in Golder's report. Adequate field review, observation and testing during construction are necessary for Golder to be able to provide letters of assurance, in accordance with the requirements of many regulatory authorities. In cases where this recommendation is not followed, Golder's responsibility is limited to interpreting accurately the information encountered at the borehole locations, at the time of their initial determination or measurement during the preparation of the Report.

**Changed Conditions and Drainage:** Where conditions encountered at the site differ significantly from those anticipated in this report, either due to natural variability of subsurface conditions or construction activities, it is a condition of this report that Golder be notified of any changes and be provided with an opportunity to review or revise the recommendations within this report. Recognition of changed soil and rock conditions requires experience and it is recommended that Golder be employed to visit the site with sufficient frequency to detect if conditions have changed significantly.

Drainage of subsurface water is commonly required either for temporary or permanent installations for the project. Improper design or construction of drainage or dewatering can have serious consequences. Golder takes no responsibility for the effects of drainage unless specifically involved in the detailed design and construction monitoring of the system.

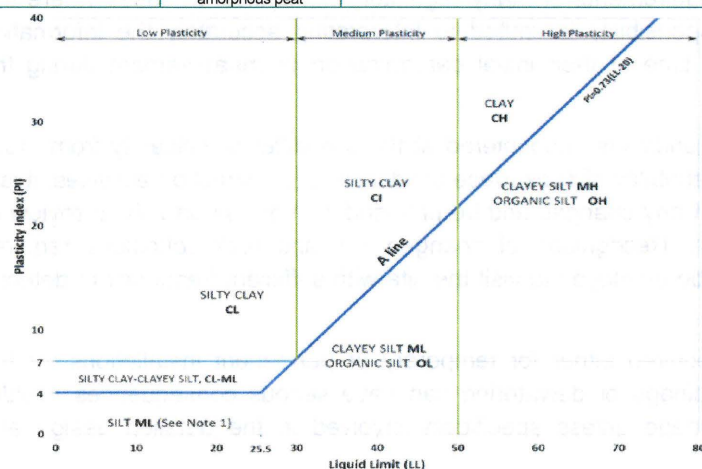




## METHOD OF SOIL CLASSIFICATION

The Golder Associates Ltd. Soil Classification System is based on the Unified Soil Classification System (USCS)

Organic or Inorganic	Soil Group	Type of Soil		Gradation or Plasticity	$Cu = \frac{D_{60}}{D_{10}}$		$Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$			Organic Content	USCS Group Symbol	Group Name		
INORGANIC (Organic Content $\leq 30\%$ by mass)	COARSE-GRAINED SOILS ( $>50\%$ by mass is larger than 0.075 mm)	GRAVELS ( $>50\%$ by mass of coarse fraction is larger than 4.75 mm)	Gravels with $\leq 12\%$ fines (by mass)	Poorly Graded	$<4$		$\leq 1$ or $\geq 3$			$\leq 30\%$	GP	GRAVEL		
				Well Graded	$\geq 4$		1 to 3				GW	GRAVEL		
			Gravels with $>12\%$ fines (by mass)	Below A Line	n/a			GM	SILTY GRAVEL					
				Above A Line	n/a			GC	CLAYEY GRAVEL					
		SANDS ( $\geq 50\%$ by mass of coarse fraction is smaller than 4.75 mm)	Sands with $\leq 12\%$ fines (by mass)	Poorly Graded	$<6$	$\leq 1$ or $\geq 3$			SP		SAND			
				Well Graded	$\geq 6$	1 to 3			SW		SAND			
			Sands with $>12\%$ fines (by mass)	Below A Line	n/a			SM	SILTY SAND					
				Above A Line	n/a			SC	CLAYEY SAND					
		Organic or Inorganic	Soil Group	Type of Soil	Laboratory Tests	Field Indicators					Organic Content	USCS Group Symbol	Primary Name	
						Dilatancy	Dry Strength	Shine Test	Thread Diameter		Toughness (of 3 mm thread)			
INORGANIC (Organic Content $\leq 30\%$ by mass)	FINE-GRAINED SOILS ( $\geq 50\%$ by mass is smaller than 0.075 mm)	SILTS (Non-Plastic or PI and LL plot below A-Line on Plasticity Chart below)	Liquid Limit $<50$	Rapid	None	None	$>6$ mm	N/A (can't roll 3 mm thread)	$<5\%$	ML	SILT			
				Slow	None to Low	Dull	3mm to 6 mm	None to low	$<5\%$	ML	CLAYEY SILT			
				Slow to very slow	Low to medium	Dull to slight	3mm to 6 mm	Low	5% to 30%	OL	ORGANIC SILT			
			Liquid Limit $\geq 50$	Slow to very slow	Low to medium	Slight	3mm to 6 mm	Low to medium	$<5\%$	MH	CLAYEY SILT			
				None	Medium to high	Dull to slight	1 mm to 3 mm	Medium to high	5% to 30%	OH	ORGANIC SILT			
		CLAYS (PI and LL plot above A-Line on Plasticity Chart below)	Liquid Limit $<30$	None	Low to medium	Slight to shiny	$\sim 3$ mm	Low to medium	0% to 30% (see Note 2)	CL	SILTY CLAY			
			Liquid Limit 30 to 50	None	Medium to high	Slight to shiny	1 mm to 3 mm	Medium		CI	SILTY CLAY			
			Liquid Limit $\geq 50$	None	High	Shiny	$<1$ mm	High		CH	CLAY			
		HIGHLY ORGANIC SOILS (Organic Content $>30\%$ by mass)		Peat and mineral soil mixtures						30% to 75%	PT	SILTY PEAT, SANDY PEAT		
				Predominantly peat, may contain some mineral soil, fibrous or amorphous peat						75% to 100%		PEAT		



Note 1 – Fine grained materials with PI and LL that plot in this area are named (ML) SILT with slight plasticity. Fine-grained materials which are non-plastic (i.e. a PL cannot be measured) are named SILT.

Note 2 – For soils with  $<5\%$  organic content, include the descriptor “trace organics” for soils with between 5% and 30% organic content include the prefix “organic” before the Primary name.

**Dual Symbol** — A dual symbol is two symbols separated by a hyphen, for example, GP-GM, SW-SC and CL-ML.

For non-cohesive soils, the dual symbols must be used when the soil has between 5% and 12% fines (i.e. to identify transitional material between “clean” and “dirty” sand or gravel).

For cohesive soils, the dual symbol must be used when the liquid limit and plasticity index values plot in the CL-ML area of the plasticity chart (see Plasticity Chart at left).

**Borderline Symbol** — A borderline symbol is two symbols separated by a slash, for example, CL/CI, GM/SM, CL/ML.

A borderline symbol should be used to indicate that the soil has been identified as having properties that are on the transition between similar materials. In addition, a borderline symbol may be used to indicate a range of similar soil types within a stratum.





## ABBREVIATIONS AND TERMS USED ON RECORDS OF BOREHOLES AND TEST PITS

### PARTICLE SIZES OF CONSTITUENTS

Soil Constituent	Particle Size Description	Millimetres	Inches (US Std. Sieve Size)
BOULDERS	Not Applicable	>300	>12
COBBLES	Not Applicable	75 to 300	3 to 12
GRAVEL	Coarse Fine	19 to 75 4.75 to 19	0.75 to 3 (4) to 0.75
SAND	Coarse Medium Fine	2.00 to 4.75 0.425 to 2.00 0.075 to 0.425	(10) to (4) (40) to (10) (200) to (40)
SILT/CLAY	Classified by plasticity	<0.075	< (200)

### MODIFIERS FOR SECONDARY AND MINOR CONSTITUENTS

Percentage by Mass	Modifier
>35	Use 'and' to combine major constituents (i.e., SAND and GRAVEL, SAND and CLAY)
> 12 to 35	Primary soil name prefixed with "gravelly, sandy, SILTY, CLAYEY" as applicable
> 5 to 12	some
≤ 5	trace

### PENETRATION RESISTANCE

#### Standard Penetration Resistance (SPT), N:

The number of blows by a 63.5 kg (140 lb) hammer dropped 760 mm (30 in.) required to drive a 50 mm (2 in.) split-spoon sampler for a distance of 300 mm (12 in.).

#### Cone Penetration Test (CPT)

An electronic cone penetrometer with a 60° conical tip and a project end area of 10 cm<sup>2</sup> pushed through ground at a penetration rate of 2 cm/s. Measurements of tip resistance (q<sub>t</sub>), porewater pressure (u) and sleeve frictions are recorded electronically at 25 mm penetration intervals.

#### Dynamic Cone Penetration Resistance (DCPT); N<sub>d</sub>:

The number of blows by a 63.5 kg (140 lb) hammer dropped 760 mm (30 in.) to drive uncased a 50 mm (2 in.) diameter, 60° cone attached to "A" size drill rods for a distance of 300 mm (12 in.).

**PH:** Sampler advanced by hydraulic pressure

**PM:** Sampler advanced by manual pressure

**WH:** Sampler advanced by static weight of hammer

**WR:** Sampler advanced by weight of sampler and rod

### NON-COHESIVE (COHESIONLESS) SOILS

#### Compactness<sup>2</sup>

Term	SPT 'N' (blows/0.3m) <sup>1</sup>
Very Loose	0 - 4
Loose	4 to 10
Compact	10 to 30
Dense	30 to 50
Very Dense	>50

1. SPT 'N' in accordance with ASTM D1586, uncorrected for overburden pressure effects.

2. Definition of compactness descriptions based on SPT 'N' ranges from Terzaghi and Peck (1967) and correspond to typical average N<sub>60</sub> values.

#### Field Moisture Condition

Term	Description
Dry	Soil flows freely through fingers.
Moist	Soils are darker than in the dry condition and may feel cool.
Wet	As moist, but with free water forming on hands when handled.

### SAMPLES

AS	Auger sample
BS	Block sample
CS	Chunk sample
DO or DP	Seamless open ended, driven or pushed tube sampler – note size
DS	Denison type sample
FS	Foil sample
GS	Grab Sample
RC	Rock core
SC	Soil core
SS	Split spoon sampler – note size
ST	Slotted tube
TO	Thin-walled, open – note size
TP	Thin-walled, piston – note size
WS	Wash sample

### SOIL TESTS

w	water content
PL, w <sub>p</sub>	plastic limit
LL, w <sub>L</sub>	liquid limit
C	consolidation (oedometer) test
CHEM	chemical analysis (refer to text)
CID	consolidated isotropically drained triaxial test <sup>1</sup>
CIU	consolidated isotropically undrained triaxial test with porewater pressure measurement <sup>1</sup>
D <sub>R</sub>	relative density (specific gravity, G <sub>s</sub> )
DS	direct shear test
GS	specific gravity
M	sieve analysis for particle size
MH	combined sieve and hydrometer (H) analysis
MPC	Modified Proctor compaction test
SPC	Standard Proctor compaction test
OC	organic content test
SO <sub>4</sub>	concentration of water-soluble sulphates
UC	unconfined compression test
UU	unconsolidated undrained triaxial test
V (FV)	field vane (LV-laboratory vane test)
γ	unit weight

1. Tests which are anisotropically consolidated prior to shear are shown as CAD, CAU.

### COHESIVE SOILS

#### Consistency

Term	Undrained Shear Strength (kPa)	SPT 'N' <sup>1,2</sup> (blows/0.3m)
Very Soft	<12	0 to 2
Soft	12 to 25	2 to 4
Firm	25 to 50	4 to 8
Stiff	50 to 100	8 to 15
Very Stiff	100 to 200	15 to 30
Hard	>200	>30

1. SPT 'N' in accordance with ASTM D1586, uncorrected for overburden pressure effects; approximate only.

2. SPT 'N' values should be considered ONLY an approximate guide to consistency; for sensitive clays (e.g., Champlain Sea clays), the N-value approximation for consistency terms does NOT apply. Rely on direct measurement of undrained shear strength or other manual observations.

#### Water Content

Term	Description
w < PL	Material is estimated to be drier than the Plastic Limit.
w ~ PL	Material is estimated to be close to the Plastic Limit.
w > PL	Material is estimated to be wetter than the Plastic Limit.





## LIST OF SYMBOLS

Unless otherwise stated, the symbols employed in the report are as follows:

### I. GENERAL

$\pi$	3.1416
$\ln x$	natural logarithm of x
$\log_{10}$	x or log x, logarithm of x to base 10
g	acceleration due to gravity
t	time

### II. STRESS AND STRAIN

$\gamma$	shear strain
$\Delta$	change in, e.g. in stress: $\Delta \sigma$
$\epsilon$	linear strain
$\epsilon_v$	volumetric strain
$\eta$	coefficient of viscosity
$\nu$	Poisson's ratio
$\sigma$	total stress
$\sigma'$	effective stress ( $\sigma' = \sigma - u$ )
$\sigma'_{vo}$	initial effective overburden stress
$\sigma_1, \sigma_2, \sigma_3$	principal stress (major, intermediate, minor)
$\sigma_{oct}$	mean stress or octahedral stress $= (\sigma_1 + \sigma_2 + \sigma_3)/3$
$\tau$	shear stress
u	porewater pressure
E	modulus of deformation
G	shear modulus of deformation
K	bulk modulus of compressibility

### III. SOIL PROPERTIES

#### (a) Index Properties

$\rho(\gamma)$	bulk density (bulk unit weight)*
$\rho_d(\gamma_d)$	dry density (dry unit weight)
$\rho_w(\gamma_w)$	density (unit weight) of water
$\rho_s(\gamma_s)$	density (unit weight) of solid particles
$\gamma'$	unit weight of submerged soil ( $\gamma' = \gamma - \gamma_w$ )
$D_R$	relative density (specific gravity) of solid particles ( $D_R = \rho_s / \rho_w$ ) (formerly $G_s$ )
e	void ratio
n	porosity
S	degree of saturation

#### (a) Index Properties (continued)

w	water content
$w_l$ or LL	liquid limit
$w_p$ or PL	plastic limit
$I_p$ or PI	plasticity index = $(w_l - w_p)$
$w_s$	shrinkage limit
$I_L$	liquidity index = $(w - w_p) / I_p$
$I_C$	consistency index = $(w_l - w) / I_p$
$e_{max}$	void ratio in loosest state
$e_{min}$	void ratio in densest state
$I_D$	density index = $(e_{max} - e) / (e_{max} - e_{min})$ (formerly relative density)

#### (b) Hydraulic Properties

h	hydraulic head or potential
q	rate of flow
v	velocity of flow
i	hydraulic gradient
k	hydraulic conductivity (coefficient of permeability)
j	seepage force per unit volume

#### (c) Consolidation (one-dimensional)

$C_c$	compression index (normally consolidated range)
$C_r$	recompression index (over-consolidated range)
$C_s$	swelling index
$C_{\alpha}$	secondary compression index
$m_v$	coefficient of volume change
$C_v$	coefficient of consolidation (vertical direction)
$C_h$	coefficient of consolidation (horizontal direction)
$T_v$	time factor (vertical direction)
U	degree of consolidation
$\sigma'_p$	pre-consolidation stress
OCR	over-consolidation ratio = $\sigma'_p / \sigma'_{vo}$

#### (d) Shear Strength

$\tau_p, \tau_r$	peak and residual shear strength
$\phi'$	effective angle of internal friction
$\delta$	angle of interface friction
$\mu$	coefficient of friction = $\tan \delta$
$c'$	effective cohesion
$c_u, s_u$	undrained shear strength ( $\phi = 0$ analysis)
p	mean total stress $(\sigma_1 + \sigma_3)/2$
$p'$	mean effective stress $(\sigma'_1 + \sigma'_3)/2$
q	$(\sigma_1 - \sigma_3)/2$ or $(\sigma'_1 - \sigma'_3)/2$
$q_u$	compressive strength $(\sigma_1 - \sigma_3)$
$S_t$	sensitivity

\* Density symbol is  $\rho$ . Unit weight symbol is  $\gamma$  where  $\gamma = \rho g$  (i.e. mass density multiplied by acceleration due to gravity)

Notes: 1  
2

$\tau = c' + \sigma' \tan \phi'$   
shear strength = (compressive strength)/2







[illegible]

DN\_BHS\_07 1790503.GPJ GLDR\_LON.GDT 06/12/17 09:35 DATA INPUT: ZJB

DEPTH SCALE

1 : 50



LOGGED: SM

CHECKED: *ik*





KEY PLAN

**LEGEND**

- BOREHOLE

**REFERENCE**

DRAWING BASED ON 2017 AERIAL IMAGERY FROM THE COUNTY OF ESSEX WEB MAPPING SITE, BY PERMISSION, AND CANMAP STREETFILES V2008.4.

**NOTES**

THIS DRAWING IS SCHEMATIC ONLY AND IS TO BE READ IN CONJUNCTION WITH ACCOMPANYING TEXT.  
ALL LOCATIONS ARE APPROXIMATE.

**LOCATION PLAN**

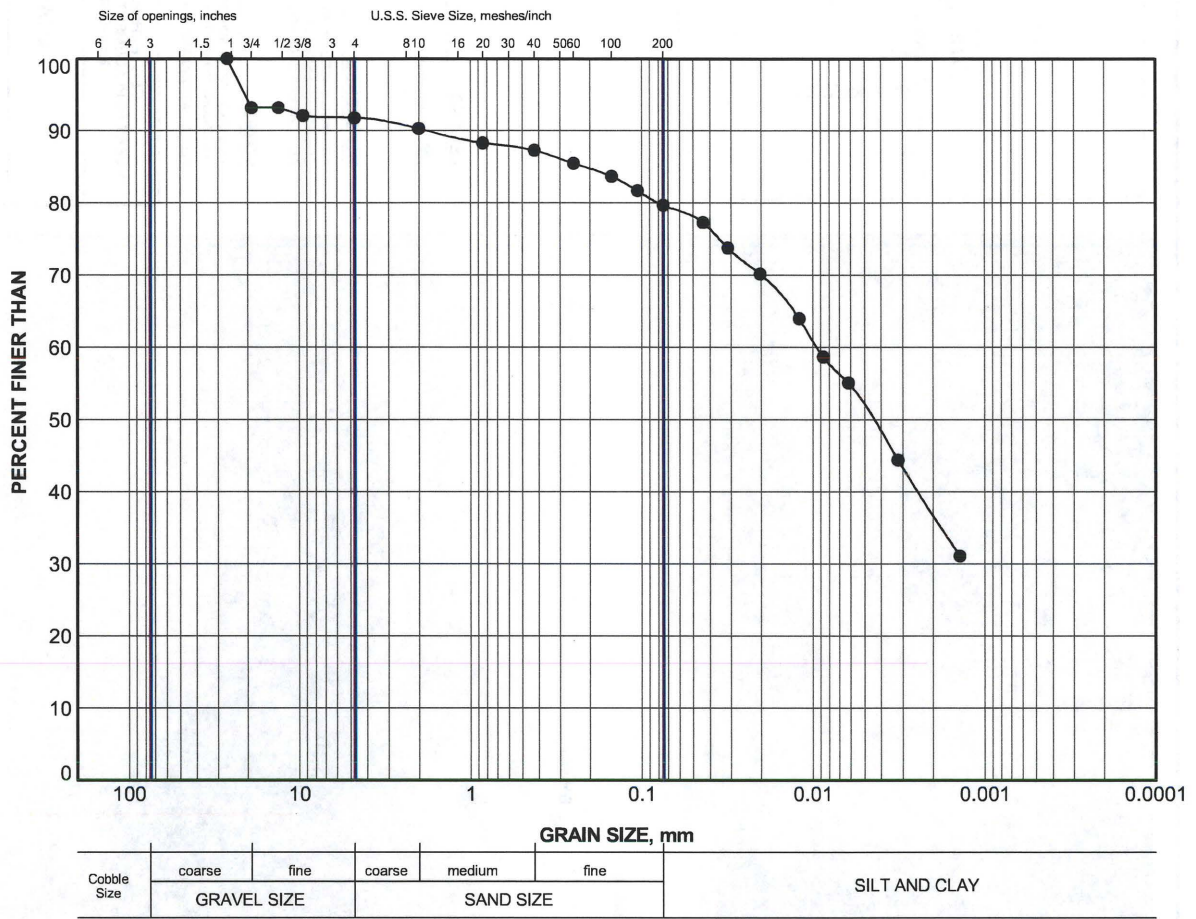
PROJECT: GEOTECHNICAL EXPLORATION  
CULVERT REPLACEMENT, ROAD 10 (PATTERSON DRAIN)  
KINGSVILLE, ONTARIO



PROJECT No.	1790503	FILE No.	1790503-001005
DRAWN	ZAB	CHECKED	UC
DATE	Dec. 6/17	SCALE	AS SHOWN

FIGURE 1



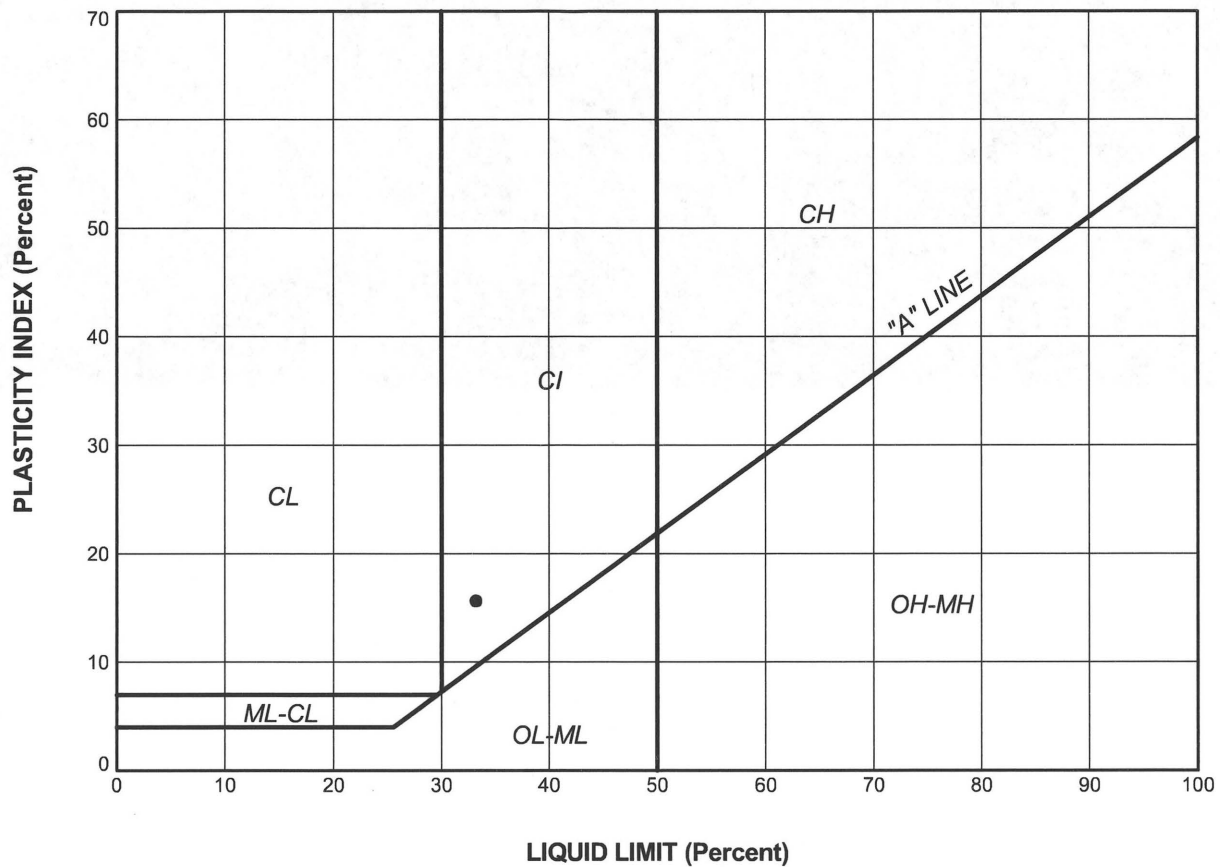


LEGEND			
SYMBOL	BOREHOLE	SAMPLE	ELEV (m)
●	BH-101	4	187.8

PROJECT				GEOTECHNICAL EXPLORATION CULVERT REPLACEMENT, ROAD 10 (PATTERSON DRAIN) KINGSVILLE, ONTARIO			
TITLE				GRAIN SIZE DISTRIBUTION sandy SILTY CLAY TILL			
PROJECT No.		1790503		FILE No.		1790503-R01002	
SCALE		N/A		REV.			
DRAWN	ZJB	Dec 06/17		FIGURE 2			
CHECK	<i>ut</i>						







PROJECT				GEOTECHNICAL EXPLORATION CULVERT REPLACEMENT, ROAD 10 (PATTERSON DRAIN) KINGSVILLE, ONTARIO			
TITLE				PLASTICITY CHART			
PROJECT No.		1790503		FILE No.		1790503-R01003	
DRAWN		ZJB		SCALE		N/A	
CHECK		Dec 06/17		REV.			
Golder Associates		FIGURE		3			

LDN\_PI\_GLDL\_LON.GDT 06/12/17 09:27



As a global, employee-owned organisation with over 50 years of experience, Golder Associates is driven by our purpose to engineer earth's development while preserving earth's integrity. We deliver solutions that help our clients achieve their sustainable development goals by providing a wide range of independent consulting, design and construction services in our specialist areas of earth, environment and energy.

For more information, visit [golder.com](http://golder.com)

Africa	+ 27 11 254 4800
Asia	+ 86 21 6258 5522
Australasia	+ 61 3 8862 3500
Europe	+ 44 1628 851851
North America	+ 1 800 275 3281
South America	+ 56 2 2616 2000

[solutions@golder.com](mailto:solutions@golder.com)  
[www.golder.com](http://www.golder.com)

**Golder Associates Ltd.**  
**1825 Provincial Road**  
**Windsor, Ontario N8W 5V7**  
**T: +1 (519) 250-3733**





## APPENDIX “D”



PLAN, PROFILE, SECTIONS, & DETAILS

OF THE

ROAD 10 CROSSING OVER THE PATTERSON DRAIN

IN THE

TOWN OF KINGSVILLE (Geographic Township of Gosfield North)

IN THE

COUNTY OF ESSEX • ONTARIO

*A.B.P.*  
ANTONIO B. PERALTA, P.ENG.



**N. J. PERALTA ENGINEERING LTD.**

45 DIVISION STREET NORTH  
KINGSVILLE, ONTARIO  
N9Y 1E1

DATE: APRIL 23rd, 2018

**TOWN OF KINGSVILLE**

MAYOR: NELSON SANTOS  
CLERK: JENNIFER ASTROLOGO  
DRAINAGE SUPERINTENDENT: KEN VEGH

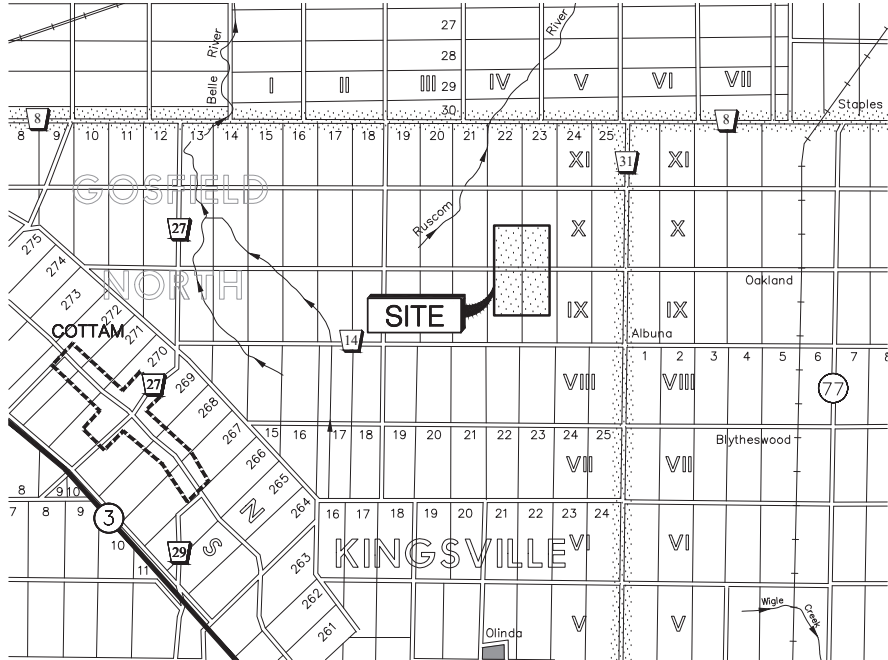
**BENCHMARKS:**

- 1) TOP NUT OF EXISTING FIRE HYDRANT LOCATED ON THE NORTH SIDE OF ROAD 10, APPROXIMATELY 57.0m WEST OF SUBJECT ROAD CROSSING.

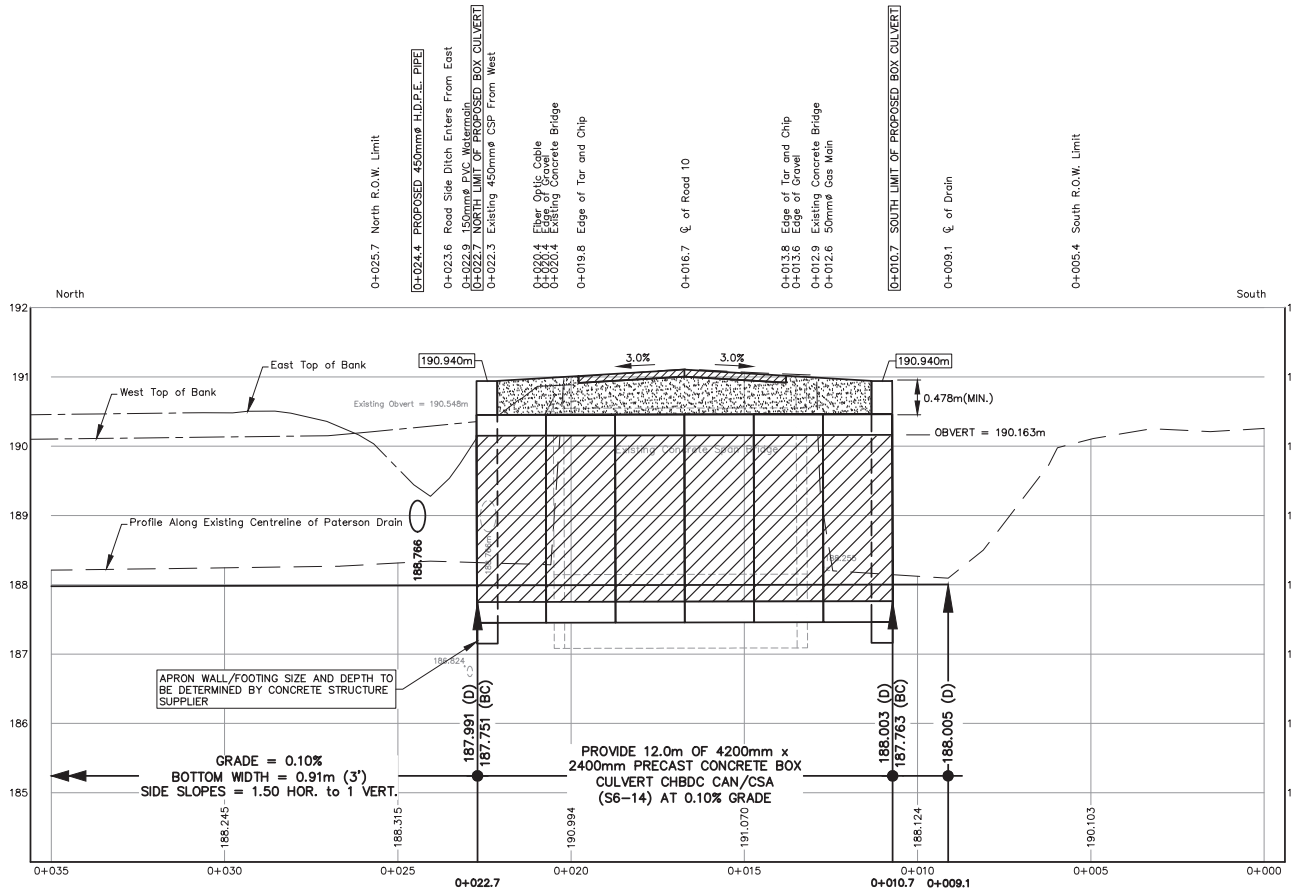
ELEV. = 191.093m

- 2) TOP OF NAIL SET IN SOUTH FACE OF EXISTING HYDRO POLE LOCATED ON THE NORTH SIDE OF ROAD 10, APPROXIMATELY 152.0m WEST OF SUBJECT ROAD CROSSING.

ELEV. = 190.963m



**KEY PLAN**  
N.T.S.



**LEGEND:**

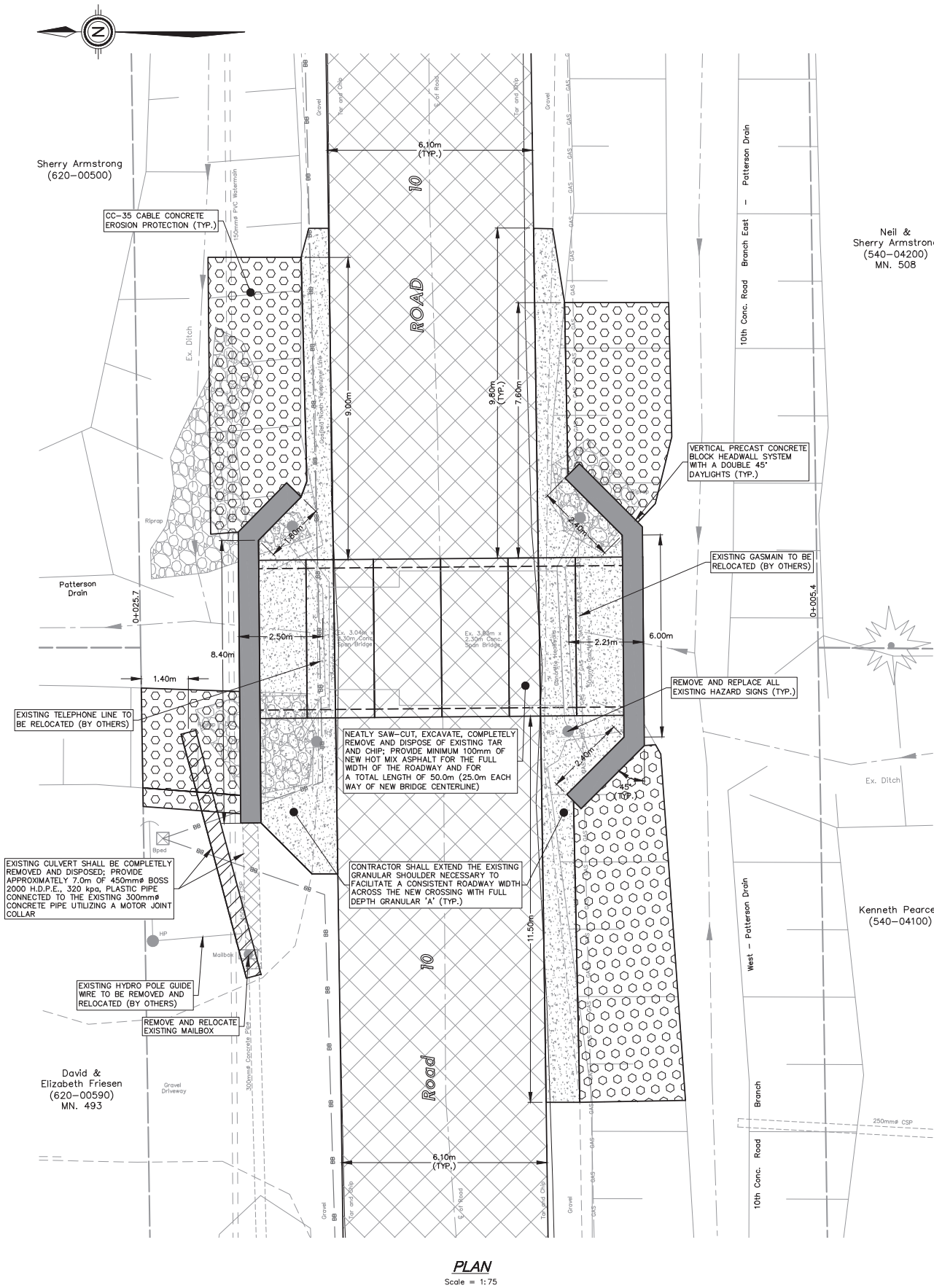
(D) - DENOTES DRAIN BOTTOM

(BC) - DENOTES BOX CULVERT INVERT

**SECTION THROUGH ROAD CULVERT**

Scale = 1:100 (Hor.)

= 1:50 (Ver.)



**NOTE TO FABRICATOR:**

FABRICATOR SHALL NOTE THAT THIS BRIDGE WILL HAVE LESS THAN 600mm OF COVER AND THEREFORE, SHALL MAKE PROVISIONS TO INCLUDE THE APPROPRIATE REINFORCEMENT WITHIN THE STRUCTURE DESIGN OR A DISTRIBUTION SLAB TO CARRY ALL REQUIRED LOADING BASED ON THE C.H.B.D.C. PROVISIONS.

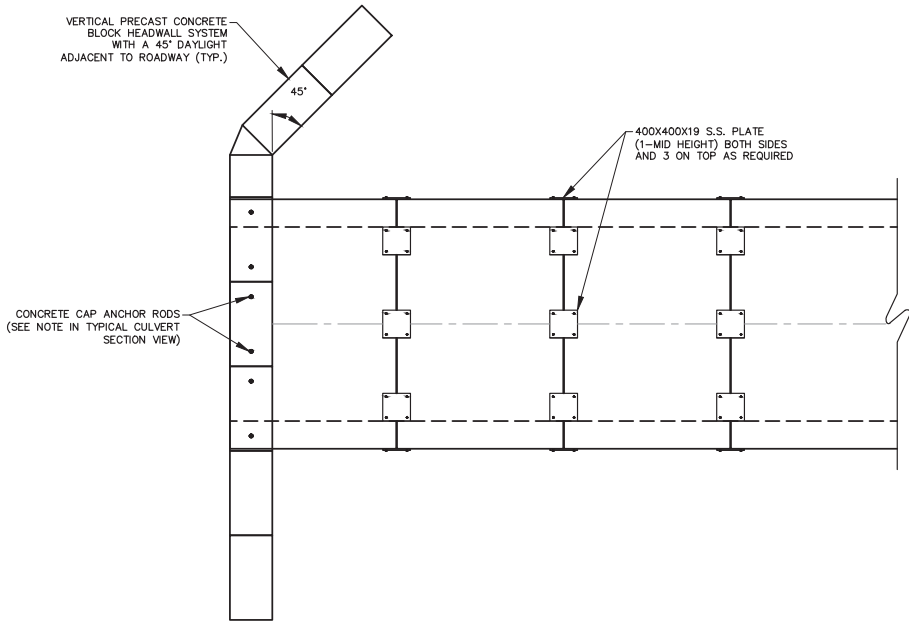
THESE DRAWINGS HAVE BEEN REDUCED IN SIZE AND THE SCALE THEREFORE VARIES. FULL SCALE DRAWINGS CAN BE VIEWED AT THE MUNICIPAL OFFICES IF REQUIRED.

DRAWN BY: R.A.L.  
PLOT CODE: 1:1  
COMPUTER FILE: D17029S1.dwg  
FILE No.: D17-029  
SHEET No.: 1 OF 2



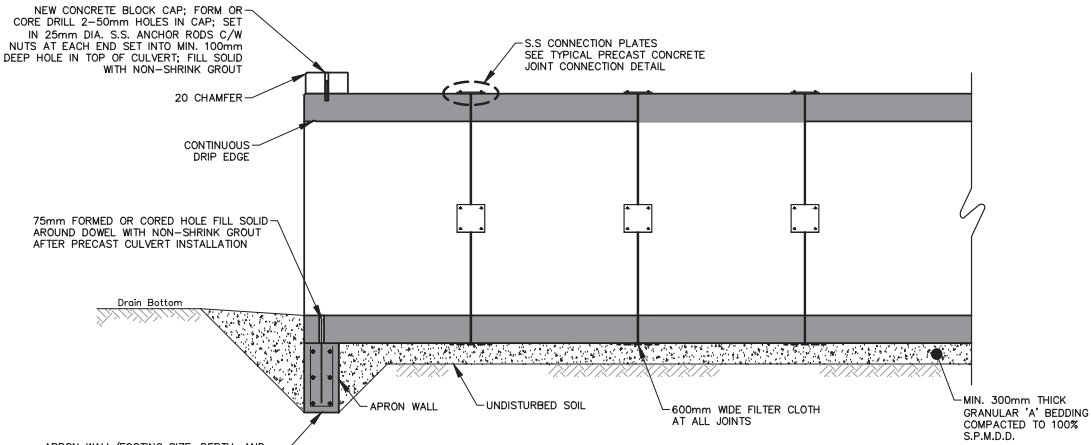






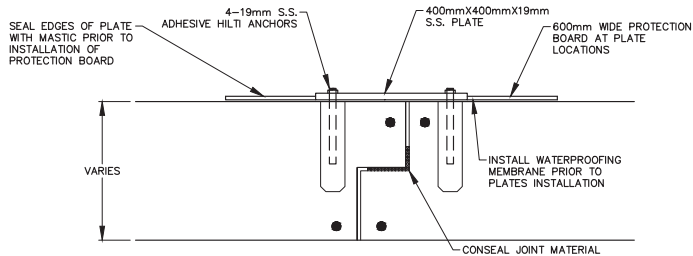
**TYPICAL PRECAST CONCRETE CULVERT PLAN VIEW**

N.T.S.



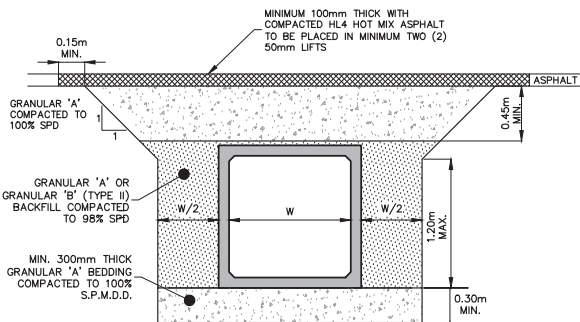
**TYPICAL PRECAST CONCRETE CULVERT SECTION VIEW**

N.T.S.



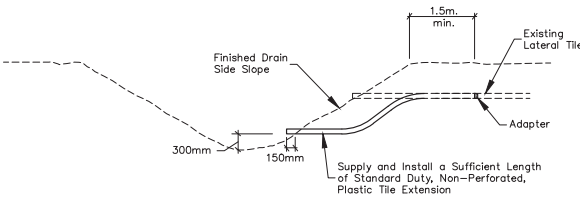
**TYPICAL PRECAST CONCRETE JOINT CONNECTION DETAIL**

N.T.S.



**TYPICAL ROADWAY CROSSING BACKFILL DETAIL**

Scale = N.T.S.



**NOTE:**

If Existing Lateral Tile is Plastic, Utilize a Plastic Coupler in Place of Adapter

**STANDARD LATERAL TILE DETAIL**

Scale = N.T.S.

**CONCRETE STRUCTURES AND HEADWALL NOTES:**

**GENERAL NOTES:**

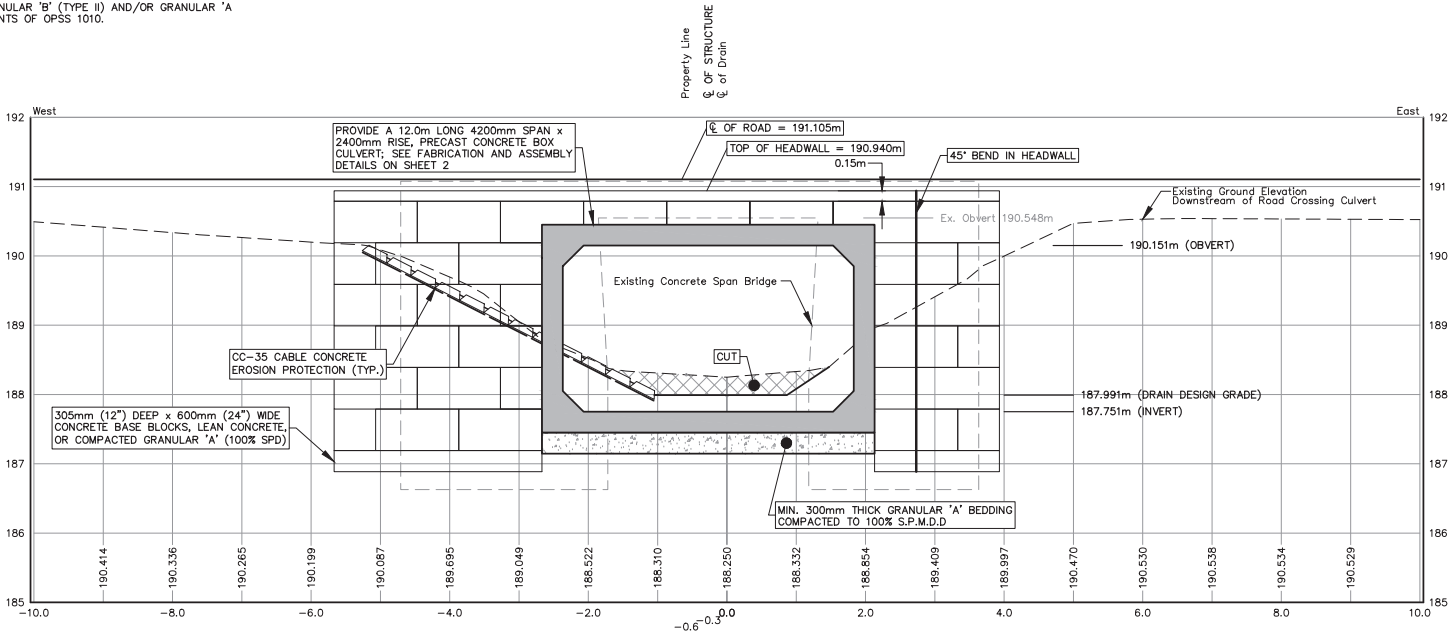
1. THE ACCURACY OF THE UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED BY THE OWNER OR N. J. PERALTA ENGINEERING LTD.; OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE AND/OR LOCATION SHOWN.
2. ALL DIMENSIONS SHOWN IN METRIC UNLESS NOTED OTHERWISE. PROPERTY LINES ARE APPROXIMATE AND ARE BASED ON THE TOWN OF LAKESHORE GIS AND FIELD SURVEY INFORMATION.
3. CONTRACTOR SHALL VERIFY ALL BURIED SERVICES WITHIN CONSTRUCTION ZONE AND SHALL REMAIN RESPONSIBLE FOR THEIR PROTECTION DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL ENTIRELY REMOVE THE EXISTING ROAD CROSSING STRUCTURE AND DISPOSE OF SAME; RESTORE THE EXISTING DRAIN BANKS TO ITS ORIGINAL DRAIN CONFIGURATION.
5. THE CONTRACTOR MUST SUBMIT THE FOLLOWING PLANS PRIOR TO CONSTRUCTION: DEMOLITION PLAN (DEBRIS MANAGEMENT PLAN), SEDIMENT AND EROSION CONTROL PLAN, WATER CONTROL PLAN (FLOW CONVEYANCE) AND FISH SALVAGE PLAN TO ERCA (ESSEX REGION CONSERVATION AUTHORITY) AND CONSULTING ENGINEER FOR REVIEW AND APPROVAL.
6. CONTRACTOR MUST COMPLY WITH THE REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS LATEST EDITION FOR CONSTRUCTION PROJECTS. NO WORK TO BE COMMENCED UNTIL ALL APPROVALS ARE IN PLACE.
7. CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY NEW CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER AND TO THE SATISFACTION OF THE OWNER.
8. APPROPRIATELY DISPOSE OF ALL SURPLUS MATERIALS AND DEBRIS OFF-SITE.
9. BACKFILL BEHIND THE ABUTMENTS AND WING WALLS WITH GRANULAR MATERIALS AS INDICATED ON DRAWING. COMPACT GRANULAR 'A' MATERIALS TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY RESPECTIVELY. PLACE FILL AT BOTH SIDES OF THE CULVERT SIMULTANEOUSLY.
10. THE CONTRACTOR MUST PROVIDE THE TOWN AND ENGINEER WITH A MINIMUM OF 48 HOUR NOTICE PRIOR TO COMMENCING ANY WORKS ON THIS PROJECT.
11. RUBBISH AND DEBRIS SHALL BE REMOVED FROM SITE ON A DAILY BASIS AND DISPOSED OF APPROPRIATELY.
12. CONTRACTOR SHALL INSTALL TEMPORARY SILT FENCE AS PER OPSP 219.130.
13. THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL CONDITIONS AND MEASUREMENTS AT THE SITE AND REPORT ANY DISCREPANCIES TO THE DESIGN ENGINEER BEFORE PROCEEDING WITH THE WORK.
14. CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY BRACING AS REQUIRED FOR ALIGNMENT, WIND, DEAD LOAD AND EROSION STRESSES.
15. DO NOT EXCEED DEAD LOADS DURING CONSTRUCTION UNLESS SHORING IS PROVIDED BY THE STRUCTURAL DESIGN ENGINEER.

**MATERIALS:**

1. ONLY PRECAST PLANT CERTIFIED BY CSA STANDARD A23.4 FOR STRUCTURAL PRECAST OR MEETING OPSS 1821 REQUIREMENTS SHALL DESIGN AND SUPPLY THE PRECAST CONCRETE BOX CULVERT.
2. PRECAST CULVERT SUPPLIER SHALL BE CERTIFIED BY THE CANADIAN STANDARDS ASSOCIATION IN STRUCTURAL CATEGORY ACCORDING TO CSA A23.4. SUBMIT STAMPED SHOP DRAWINGS FOR THE CONSULTING ENGINEER'S REVIEW AND APPROVAL.
3. DESIGN CULVERT TO CHBDC REQUIREMENTS. PROVIDE ADDITIONAL REINFORCING AROUND PIPE OPENINGS. SUBMIT CERTIFIED DRAWINGS FOR REVIEW AND APPROVAL.
4. FABRICATOR SHALL NOTE THAT THIS BRIDGE WILL HAVE LESS THAN 600mm OF COVER AND THEREFORE, SHALL MAKE PROVISIONS TO INCLUDE THE APPROPRIATE REINFORCEMENT WITHIN THE STRUCTURE DESIGN OR A DISTRIBUTION SLAB TO CARRY ALL REQUIRED LOADING BASED ON THE C.H.B.D.C. PROVISIONS.
5. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE FABRICATION DESIGN DRAWINGS. IN THE EVENT OF A CONFLICT WITH THESE DRAWINGS, THE FABRICATION DRAWINGS SHALL GOVERN.
6. CONCRETE - 35 MPA AT 28 DAYS FOR WALLS, CUT OFF WALLS AND SLABS (5 TO 8% AIR ENTRAINED), <0.40 WATER/CEMENT RATIO AND 15MPA MUD MAT.
7. JOINT WATERPROOFING - 'MEL-ROL' ROLLED, SELF-ADHESIVE WATERPROOFING MEMBRANE BY W.R. MEADOWS OR APPROVED EQUIVALENT.
8. PROTECTION BOARD ON WATERPROOFING MEMBRANE - PC-3 HEAVY DUTY ASPHALT BOARD BY W.R. MEADOWS OR APPROVED EQUIVALENT.
9. ANCHORS - HILTI FASTENING SYSTEMS OR APPROVED EQUIVALENT
10. CONCRETE BLOCK GRAVITY WALL/RETAINING WALL SYSTEM - SHALL CONFORM TO CBC, CHBDC DESIGN CODE & CSA STANDARD. SUBMIT CERTIFIED DRAWINGS TO THE CONSULTING ENGINEERS FOR REVIEW.
11. REINFORCEMENT - GRADE 400R CSA G30.18.
12. GRANULAR MATERIALS - OPSS SPECIFICATIONS BEDDING, COVER AND BACKFILL SHALL BE GRANULAR 'B' (TYPE II) AND/OR GRANULAR 'A' MEETING THE REQUIREMENTS OF OPSS 1010.

**FOUNDATIONS/FOOTINGS**

1. FOOTINGS SHALL BE INSTALLED ON NATURAL UNDISTURBED SOIL CAPABLE OF SUSTAINING BEARING CAPACITIES ESTABLISHED IN THE GEOTECHNICAL EXPLORATIONS FOR THE STRUCTURE PROVIDED BY GOLDERS ASSOCIATES AND INCLUDED WITHIN THE CONTRACT DOCUMENTS.
2. EXCAVATION TO BE INSPECTED BY A SOIL ENGINEER BEFORE PROCEEDING WITH INSTALLATION OF CONCRETE STRUCTURES AND CONSTRUCTION OF WALL SYSTEM.
3. TEMPORARY FLOW CONVEYANCE PIPE SHALL BE INSTALLED DURING CULVERT INSTALLATION, AND SHALL BE REMOVED JUST PRIOR TO FINAL BACKFILL AND SUBSTRATE INSTALLATION (SIZE OF PIPE AS DIRECTED BY ENGINEER OR OWNER). CONTRACTOR TO REMAIN RESPONSIBLE FOR MAINTENANCE OF PIPE OPERATION DURING CONSTRUCTION PERIOD.



**NORTH ELEVATION VIEW**

Scale: 1:50

121

THESE DRAWINGS HAVE BEEN REDUCED IN SIZE AND THE SCALE THEREFORE VARIES. FULL SCALE DRAWINGS CAN BE VIEWED AT THE MUNICIPAL OFFICES IF REQUIRED.




DRAWN BY: R.A.L.  
PLOT CODE: 1:1  
COMPUTER FILE: D17029S1.dwg  
FILE No.:  
SHEET No.:  
D17-029 2 OF 2



OF THE

IN THE

IN THE

  
 ANTONIO B. PERALTA, P.ENG.

45 DIVISION STREET NORTH  
KINGSVILLE, ONTARIO  
N9Y 1E1

DATE: APRIL 23rd, 2018

MAYOR: NELSON SANTOS  
CLERK: JENNIFER ASTROLOGO  
DRAINAGE  
SUPERINTENDENT: KEN VEGH

1) TOP NUT OF EXISTING FIRE HYDRANT LOCATED ON THE NORTH SIDE OF ROAD 10, APPROXIMATELY 57.0m WEST OF SUBJECT ROAD CROSSING.

ELEV. = 191.093m

2) TOP OF NAIL SET IN SOUTH FACE OF EXISTING HYDRO POLE LOCATED ON THE NORTH SIDE OF ROAD 10, APPROXIMATELY 152.0m WEST OF SUBJECT ROAD CROSSING.

ELEV. = 190.963m



Scale = 1:100 (Hor.)  
= 1:50 (Ver.)

LEGEND:

(D) - DENOTES DRAIN BOTTOM

(BC) – DENOTES BOX CULVERT INVERT

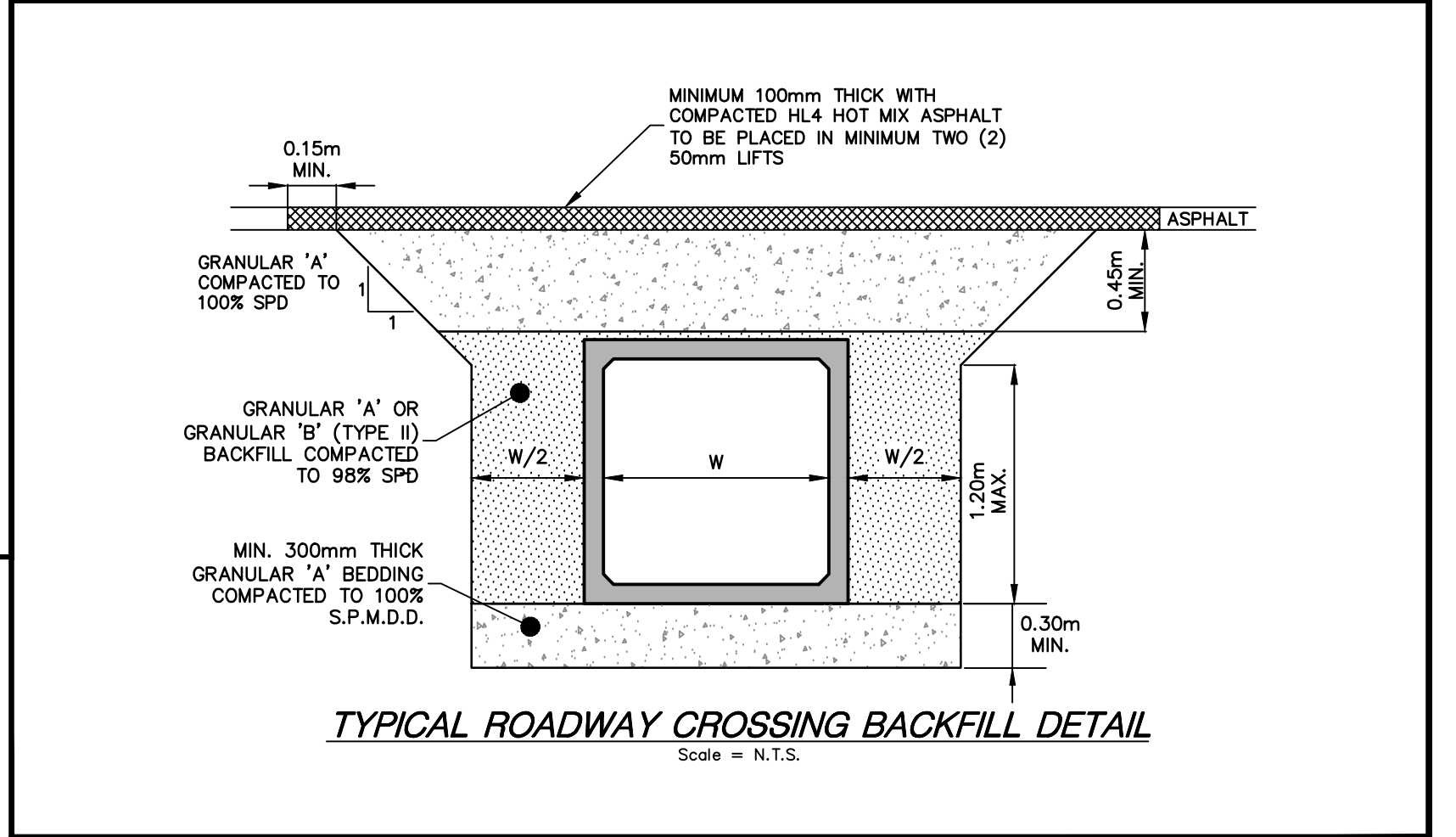
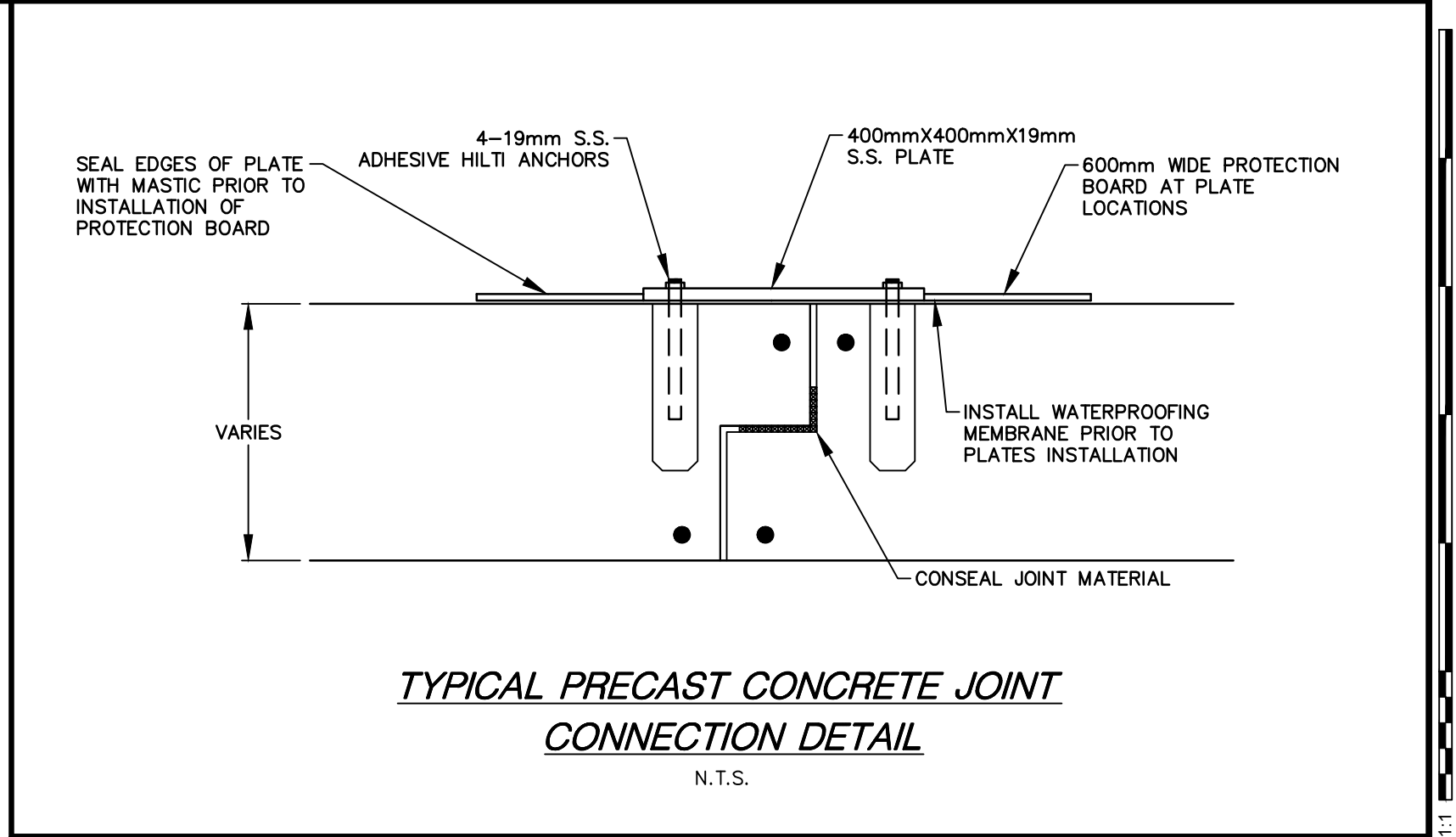
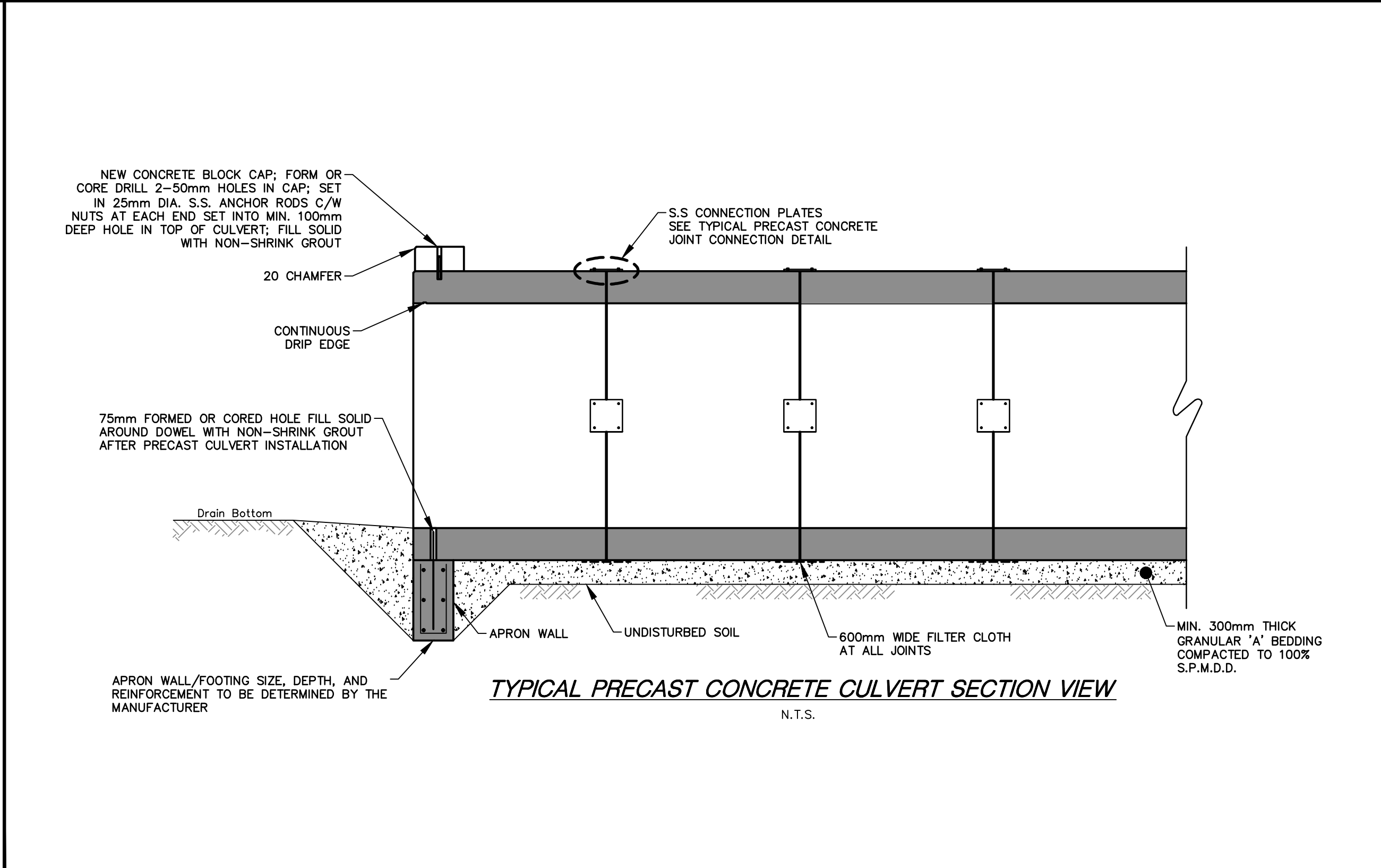
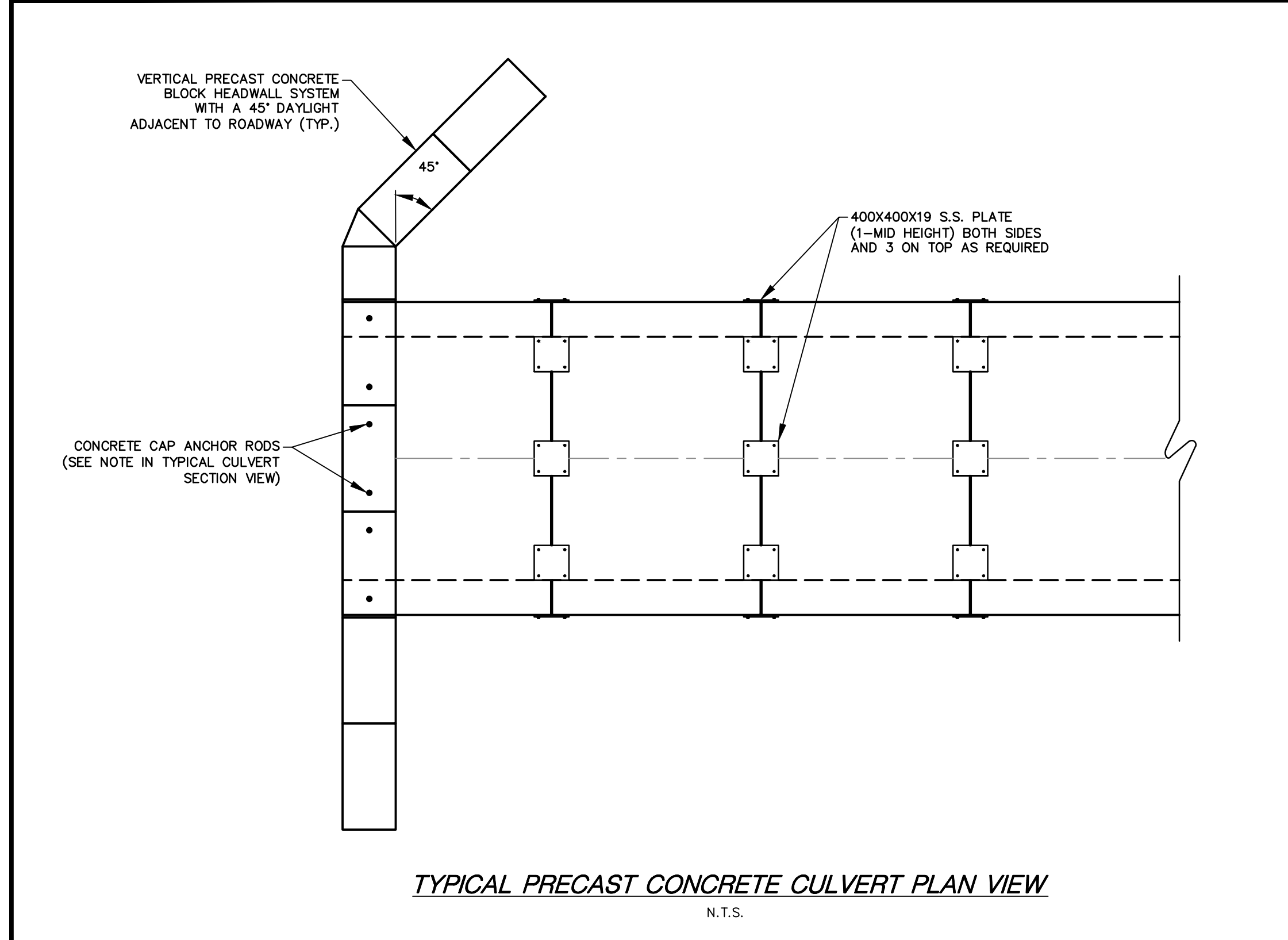


FABRICATOR SHALL NOTE THAT THIS BRIDGE WILL HAVE LESS THAN 600mm OF COVER AND THEREFORE, SHALL MAKE PROVISIONS TO INCLUDE THE APPROPRIATE REINFORCEMENT WITHIN THE STRUCTURE DESIGN OR A DISTRIBUTION SLAB TO CARRY ALL REQUIRED LOADING BASED ON THE C.H.B.D.C. PROVISIONS.

DRAWN BY: R.A.L.  
PLOT CODE: 1:1  
COMPUTER FILE: D17029S1.dwg

FILE No.:	SHEET No.:
-----------	------------





#### CONCRETE STRUCTURES AND HEADWALL NOTES:

##### GENERAL NOTES:

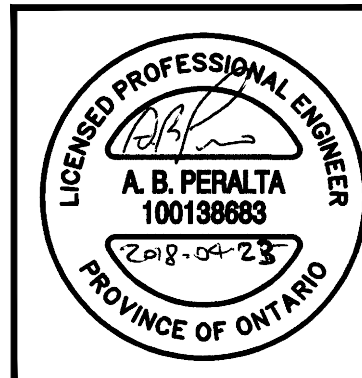
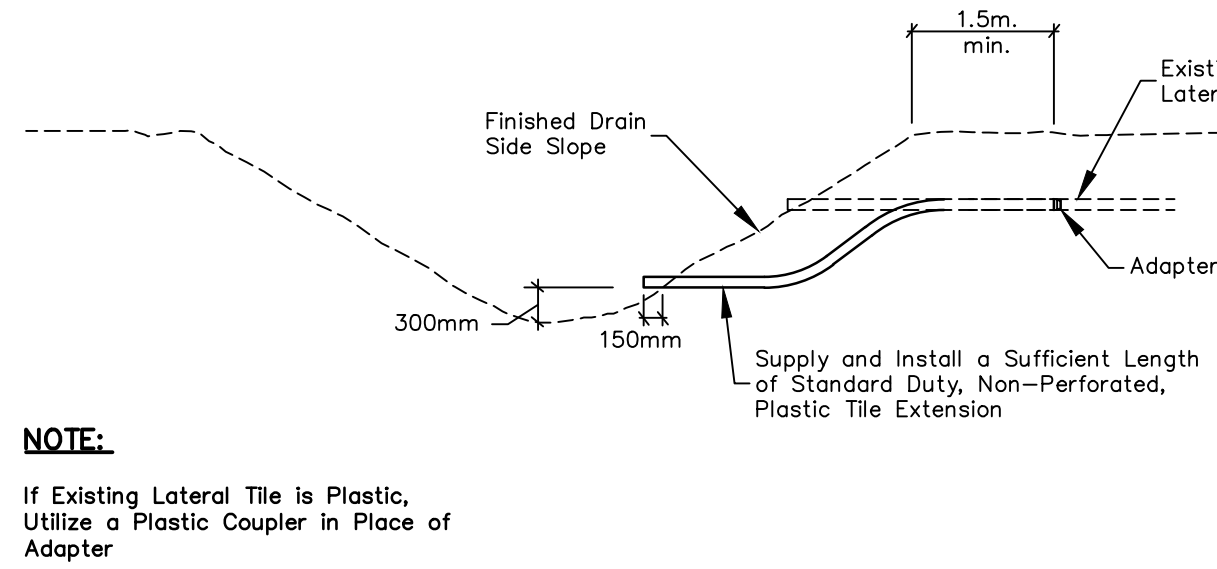
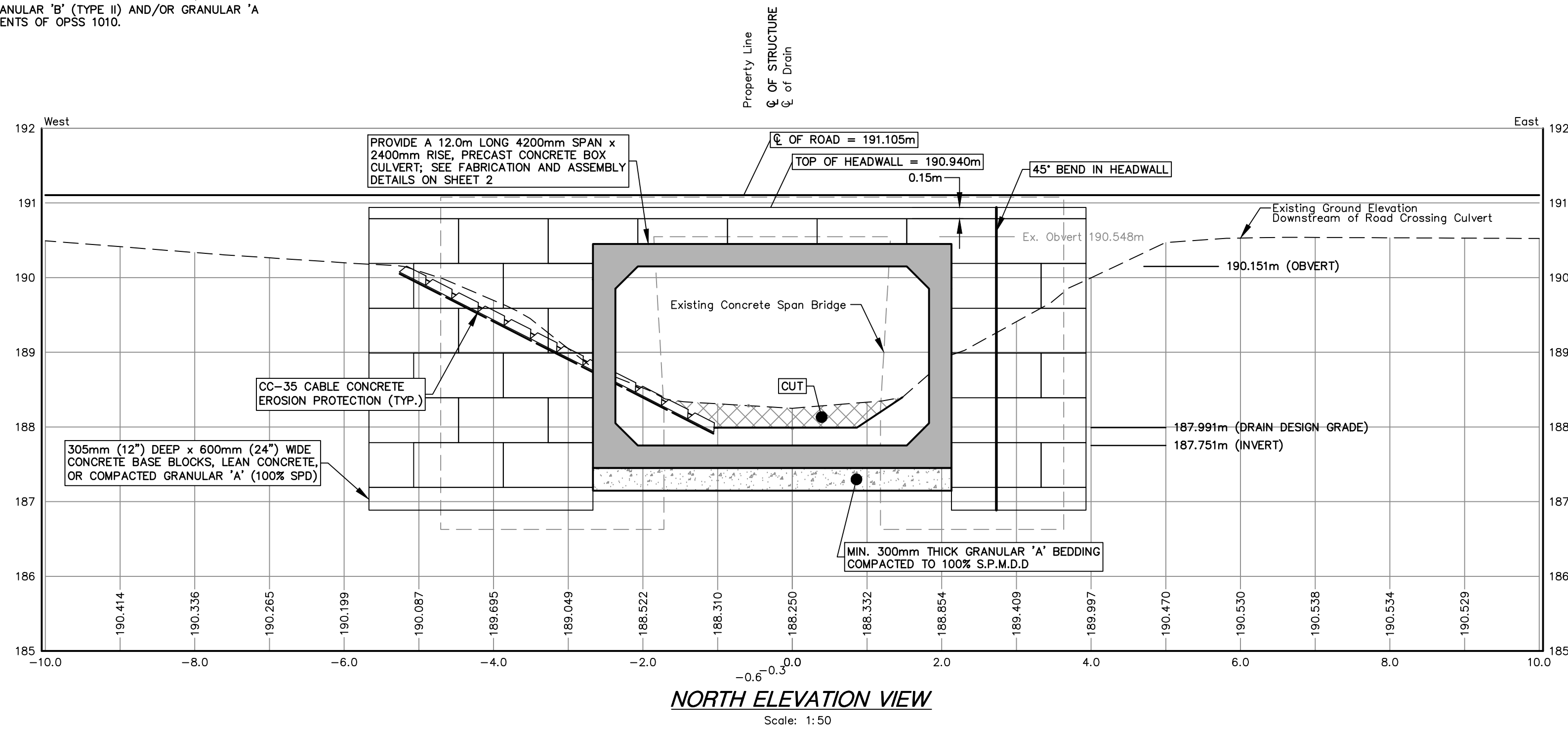
- THE ACCURACY OF THE UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED BY THE OWNER OR N. J. PERALTA ENGINEERING LTD.; OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE AND/OR LOCATION SHOWN.
- ALL DIMENSIONS SHOWN IN METRIC UNLESS NOTED OTHERWISE. PROPERTY LINES ARE APPROXIMATE AND ARE BASED ON THE TOWN OF LAKESHORE GIS AND FIELD SURVEY INFORMATION.
- CONTRACTOR SHALL VERIFY ALL BURIED SERVICES WITHIN CONSTRUCTION ZONE AND SHALL REMAIN RESPONSIBLE FOR THEIR PROTECTION DURING CONSTRUCTION.
- THE CONTRACTOR SHALL ENTIRELY REMOVE THE EXISTING ROAD CROSSING STRUCTURE AND DISPOSE OF SAME; RESTORE THE EXISTING DRAIN BANKS TO ITS ORIGINAL DRAIN CONFIGURATION.
- THE CONTRACTOR MUST SUBMIT THE FOLLOWING PLANS PRIOR TO CONSTRUCTION: DEMOLITION PLAN (DEBRIS MANAGEMENT PLAN), SEDIMENT AND EROSION CONTROL PLAN, WATER CONTROL PLAN (FLOW CONVEYANCE) AND FISH SALVAGE PLAN TO ERCA (ESSEX REGION CONSERVATION AUTHORITY) AND CONSULTING ENGINEER FOR REVIEW AND APPROVAL.
- CONTRACTOR MUST COMPLY WITH THE REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS LATEST EDITION FOR CONSTRUCTION PROJECTS. NO WORK TO BE COMMENCED UNTIL ALL APPROVALS ARE IN PLACE.
- CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY NEW CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER AND TO THE SATISFACTION OF THE OWNER.
- APPROPRIATELY DISPOSE OF ALL SURPLUS MATERIALS AND DEBRIS OFF-SITE.
- BACKFILL BEHIND THE ABUTMENTS AND WING WALLS WITH GRANULAR MATERIALS AS INDICATED ON DRAWING. COMPACT GRANULAR 'A' MATERIALS TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY RESPECTIVELY. PLACE FILL AT BOTH SIDES OF THE CULVERT SIMULTANEOUSLY.
- THE CONTRACTOR MUST PROVIDE THE TOWN AND ENGINEER WITH A MINIMUM OF 48 HOUR NOTICE PRIOR TO COMMENCING ANY WORKS ON THIS PROJECT.
- RUBBISH AND DEBRIS SHALL BE REMOVED FROM SITE ON A DAILY BASIS AND DISPOSED OF APPROPRIATELY.
- CONTRACTOR SHALL INSTALL TEMPORARY SILT FENCE AS PER OPSS 219.130.
- THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL CONDITIONS AND MEASUREMENTS AT THE SITE AND REPORT ANY DISCREPANCIES TO THE DESIGN ENGINEER BEFORE PROCEEDING WITH THE WORK.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY BRACING AS REQUIRED FOR ALIGNMENT, WIND, DEAD LOAD AND EROSION STRESSES.
- DO NOT EXCEED DEAD LOADS DURING CONSTRUCTION UNLESS SHORING IS PROVIDED BY THE STRUCTURAL DESIGN ENGINEER.

#### MATERIALS:

- ONLY PRECAST PLANT CERTIFIED BY CSA STANDARD A23.4 FOR STRUCTURAL PRECAST OR MEETING OPSS 1821 REQUIREMENTS SHALL DESIGN AND SUPPLY THE PRECAST CONCRETE BOX CULVERT.
- PRECAST CULVERT SUPPLIER SHALL BE CERTIFIED BY THE CANADIAN STANDARDS ASSOCIATION IN STRUCTURAL CATEGORY ACCORDING TO CSA A23.4, SUBMIT STAMPED SHOP DRAWINGS FOR THE CONSULTING ENGINEER'S REVIEW AND APPROVAL.
- DESIGN CULVERT TO CHBDC REQUIREMENTS. PROVIDE ADDITIONAL REINFORCING AROUND PIPE OPENINGS. SUBMIT CERTIFIED DRAWINGS FOR REVIEW AND APPROVAL.
- FABRICATOR SHALL NOTE THAT THIS BRIDGE WILL HAVE LESS THAN 600mm OF COVER AND THEREFORE SHALL MAKE PROVISIONS TO INCLUDE THE APPROPRIATE REINFORCEMENT WITHIN THE STRUCTURE DESIGN OR A DISTRIBUTION SLAB TO CARRY ALL REQUIRED LOADING BASED ON THE C.H.B.D.C. PROVISIONS.
- THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE FABRICATION DESIGN DRAWINGS. IN THE EVENT OF A CONFLICT WITH THESE DRAWINGS, THE FABRICATION DRAWINGS SHALL GOVERN.
- CONCRETE - 35 MPA AT 28 DAYS FOR WALLS, CUT OFF WALLS AND SLABS (5 TO 8% AIR ENTRAINED), <0.40 WATER/CEMENT RATIO AND 15MPA MUD MAT.
- JOINT WATERPROOFING - 'MEL-ROL' ROLLED, SELF-ADHESIVE WATERPROOFING MEMBRANE BY W.R. MEADOWS OR APPROVED EQUIVALENT.
- PROTECTION BOARD ON WATERPROOFING MEMBRANE - PC-3 HEAVY DUTY ASPHALT BOARD BY W.R. MEADOWS OR APPROVED EQUIVALENT.
- ANCHORS - HILTI FASTENING SYSTEMS OR APPROVED EQUIVALENT
- CONCRETE BLOCK GRAVITY WALL/RETAINING WALL SYSTEM - SHALL CONFORM TO OBC, CHBDC DESIGN CODE & CSA STANDARD. SUBMIT CERTIFIED DRAWINGS TO THE CONSULTING ENGINEERS FOR REVIEW.
- REINFORCEMENT - GRADE 400R CSA G30.18.
- GRANULAR MATERIALS - OPSS SPECIFICATIONS BEDDING, COVER AND BACKFILL SHALL BE GRANULAR 'B' (TYPE II) AND/OR GRANULAR 'A' MEETING THE REQUIREMENTS OF OPSS 1010.

#### FOUNDATIONS/FOOTINGS

- FOOTINGS SHALL BE INSTALLED ON NATURAL UNDISTURBED SOIL CAPABLE OF SUSTAINING BEARING CAPACITIES ESTABLISHED IN THE GEOTECHNICAL EXPLORATIONS FOR THE STRUCTURE PROVIDED BY GOLDERS ASSOCIATES AND INCLUDED WITHIN THE CONTRACT DOCUMENTS.
- EXCAVATION TO BE INSPECTED BY A SOIL ENGINEER BEFORE PROCEEDING WITH INSTALLATION OF CONCRETE STRUCTURES AND CONSTRUCTION OF WALL SYSTEM.
- TEMPORARY FLOW CONVEYANCE PIPE SHALL BE INSTALLED DURING CULVERT INSTALLATION, AND SHALL BE REMOVED JUST PRIOR TO FINAL BACKFILL AND SUBSTRATE INSTALLATION (SIZE OF PIPE AS DIRECTED BY ENGINEER OR OWNER). CONTRACTOR TO REMAIN RESPONSIBLE FOR MAINTENANCE OF PIPE OPERATION DURING CONSTRUCTION PERIOD.



DRAWN BY: R.A.L.  
PLOT CODE: 1:1  
COMPUTER FILE: D17029S1.dwg  
FILE No.: D17-029  
SHEET No.: 2 OF 2



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 60-2018

---

***Being a by-law to provide for the construction  
to replace and improve the Road 10 Crossing  
Over the Patterson Drain  
in the Town of Kingsville, in the County of Essex***

**WHEREAS** the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act* for the bridge construction over the Patterson Drain;

**AND WHEREAS** the report dated April 23<sup>rd</sup>, 2018 has been authored by Antonio B. Peralta, P. Eng. and the attached report forms part of this by-law;

**AND WHEREAS** \$267,294.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

**AND WHEREAS** Council is of the opinion that the report of the area is desirable;

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE, PURSUANT TO THE DRAINAGE ACT ENACTS AS FOLLOWS:**

**1. AUTHORIZATION**

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

**2. BORROWING**

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$267,294.00 being the amount necessary for the completion of the drainage works.

**3. DEBENTURES**

The Corporation may arrange for the issue of debenture(s) on its behalf for the amount borrowed less the total amount of:

- a) Grants received under section 85 of the *Drainage Act*;
- b) Monies paid as allowances;
- c) Commuted payments made in respect of lands and roads assessed with the municipality;
- d) Money paid under subsection 61(3) of the *Drainage Act*; and
- e) Money assessed in and payable by another municipality.

**4. PAYMENT**

Such debenture(s) shall be made payable within 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$267,294.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town of Kingsville in each year for 2 (two) or 5 (five) years (as determined



by the Director of Financial Services or designate) after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.

- 3) All assessments of \$100.00 or less are payable in the first year in which the assessments are imposed.

## **5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS**



**6. CITATION**

This by-law comes into force on the passing thereof and may be cited as the “Road 10 Crossing over the Patterson Drain” by-law.

**READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**

**READ A THIRD TIME AND FINALLY PASSED ON THIS     DAY OF     , 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

## NOTICE OF MEETING TO CONSIDER THE ENGINEER'S REPORT

*Drainage Act, R.S.O. 1990, c. D.17, s.42*

### To All Affected Property Owners:

In accordance with section 42 of the *Drainage Act*, you as an owner of land affected by the proposed drainage works for the **9<sup>TH</sup> Concession Road Drain** are requested to attend a council meeting to consider the final report filed with the Town of Kingsville for this drainage works.

If the share of the project cost assessed to your property is more than \$100, a copy of the report is included with this notice.

This meeting will take place:

**Date:** Monday, May 28, 2018 @ 7:00 p.m.  
**Location:** Town of Kingsville Municipal Office  
**Address:** 2021 Division Road North, Kingsville

**Failure to attend meeting:** If you do not attend the meeting, it will proceed in your absence. If you are affected or assessed by this proposed project, you will continue to receive notification as required by the *Drainage Act*.

### Activities at the meeting to consider the report:

- Usually the engineer will present a summary of the report to council
- Council must decide whether or not to proceed with the project by provisionally adopting the engineer's report by by-law; they also have the option to refer the report back to the engineer for modifications.
- All property owners affected by the drain will have an opportunity to influence council's decision
- There is no right to appeal assessments or other aspects of the engineer's report at this meeting; these appeal rights will be made available later in the procedure. *Drainage Act*, R.S.O. 1990, c. D. 17, s. 47-54.

Dated this 8<sup>th</sup> day of MAY, 2018.

*Ken Vegh*

**Ken Vegh, CRS**  
Drainage Superintendent  
Municipal Services Department  
The Corporation of the Town of Kingsville



## **9TH CONCESSION ROAD DRAIN**

**(Bridge Replacement for Thomas & Melissa Neufeld and  
Kottoor Investments Inc., Parcels 530-01900 & 530-01830)**

**Part Lot 3 , Concession 9**

**Geographic Township of Gosfield North**



### **TOWN OF KINGSVILLE**

**2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
519-733-2305**

### ***Rood Engineering Inc.***

**Consulting Engineers  
9 Nelson Street  
Leamington, Ontario N8H 1G6  
519-322-1621**

*REI Project 2016D015  
April 6th, 2018*







April 6th, 2018

Mayor and Municipal Council  
Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario  
N9Y 2Y9

Mayor Santos and Members of Council:

**9TH CONCESSION ROAD DRAIN  
Bridge Replacement for Thomas & Melissa Neufeld and  
Kottoor Investments Inc. (Parcels 530-01900 & 530-01830)  
Part Lot 3, Concession 9  
Geographic Twp. of Gosfield North  
Project REI2016D015  
Town of Kingsville, County of Essex**

## **I. INTRODUCTION**

In accordance with the instructions received from you by letter of April 4th, 2016, from your Drainage Superintendent, Ken Vegh, we have prepared the following report that provides for the construction of a replacement access bridge in the 9th Concession Road Drain. This proposed replacement bridge is intended to provide a shared access for the residential lands owned by Thomas and Melissa Neufeld, and the agricultural lands of Kottoor Investments Inc. in Part Lot 3, Concession 9, in the Geographic Township of Gosfield North. The 9th Concession Road Drain is an open drain with a number of access bridges. The drain was constructed pursuant to the Drainage Act. A plan showing the 9th Concession Road Drain alignment and watershed, as well as the general location of the above-mentioned bridge, is included herein as part of the report.

Our appointment and the works related to the reconstruction of the above-mentioned access bridge in the 9th Concession Road Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010". We have performed all of the necessary survey, investigations, etcetera for the proposed bridge, as well as the 9th Concession Road Drain, and we report thereon as follows.

## **II. BACKGROUND**

From our review of the Town's drainage files, we have determined that the 9th Concession Road Drain portion encompassing the affected bridge was last repaired under an Engineer's Report with Maintenance Schedule of Assessment dated June 3rd, 1986 prepared by William Setterington, P.Eng. The work included in said report consisted of cleaning of the entire span of the drain.

We referred to the November 24th, 2000 report and plans by Lou Zarlenga, P.Eng. for a new farm access at Parcel 530-01300. Reference was also made to the February 5th, 1970 report by William



Settingington, P.Eng and the June 6th, 1956 report by Wm. D. Colby, P.Eng. We have utilized the plans within said reports to establish the size parameters for the drain and the details to be used in establishing the new bridge culvert installation. We have also used these Engineers' reports to establish the drain profile grades, and to assist us in establishing the design grade for the subject access bridge installation. The Schedule of Assessment in the 1986 drainage report was used to establish the upstream watershed area and flows to be used in the design of the bridge, along with information provided at the on-site meeting.

### **III. PRELIMINARY EXAMINATION AND ON-SITE MEETING**

After reviewing all of the available drainage information and documentation provided by the Drainage Superintendent, we arranged with Town staff to schedule an on-site meeting for July 27th, 2017. The following people were in attendance at said meeting: Tom and Melissa Neufeld, Mr. and Mrs. Jim Seagull, Ron Rounding, Peter Steckle (Steckle Farms), Ken Vegh (Drainage Superintendent) and Gerard Rood (Rood Engineering).

Ken Vegh introduced the purpose of the on-site meeting. The Town has received a request for a new replacement bridge to serve the residential lands of Thomas & Melissa Neufeld and the agricultural lands of Kottoor Investments Inc. Mr. Neufeld advised us that his parcel requires a replacement bridge to safely access the existing residential lands.

Mr. Neufeld advised us about requiring a new bridge to access their residential lands and for equipment to safely access the agricultural lands of Kottoor Investments Inc. The existing bridge access to the property is in poor condition with the outside steel beams deteriorating. The existing bridge is narrow and as a result causes the farm equipment to ride along the edge of the bridge where the steel beams are in poor condition. Mr. Neufeld has concerns of the bridge failing or an accident occurring.

We advised Mr. Neufeld that the minimum standard top width for an access bridge is 6.10 metres (20 ft.) and that any extra length will be charged 100% to the land owner. They were also advised that because the existing bridge is part of the drain, the entire cost of a standard replacement access bridge construction, as well as all the cost for the preparation of the Engineer's Report, will be shared between the affected Owners of the Parcels served by the bridge and the upstream affected lands and roads. Cost sharing for the shared bridge was discussed. Mr. Rood further discussed with the owners as to what their share may consist of for the project and outlined the sharing costs will be set out in the drainage report. Additionally, the drainage report will set out the cost sharing for future maintenance work on the access bridge. Any additional length and top width beyond a standard bridge will be maintained at the cost of the Owners requesting same. All affected Owners will be mailed a copy of the drainage report and notifications for the meetings as required by the Drainage Act.

We went on to discuss that vertical precast concrete blocks with geogrid reinforcement for the installation was expected to be the most economical end treatment due to the estimated pipe size required, but rip rap on filter cloth sloped ends or concrete filled jute bag ends for the installation would be checked to determine whether they would be a more economical end treatment, and the Engineer would contact the owners to advise on the most economical solution. A standard 5.0 metre turning radius will be provided at the gravel shoulder to enhance access across the bridge. The owner was also advised that the bridge centreline will be aligned as indicated by the Owners on the property line of the Parcels sharing this access as requested, and will be provided a 30 foot (9.14m) top width as per their request.



Ken Vegh explained to the affected owners that the Essex Region Conservation Authority (E.R.C.A.) wants replacement bridges to be like or better. Therefore, a concrete span bridge or pipe size with equivalent capacity may be needed for replacement. Additionally, it was explained that a 10 percent embedment was required by E.R.C.A. and Department of Fisheries and Oceans (D.F.O.) for any new pipe installations. Mr. Vegh generally discussed the debenture process of 5 and 10 years at current interest rates.

The owner of Steckle Farms Ltd. (Peter Steckle) Parcel 530-00500 discussed the changes to his lands that have been made to improve its drainage. Tiling has been installed on the agricultural lands which has redirected its surface runoff and tile discharge southerly into the 8th Concession Road Drain watershed, thus removing part of the watershed of the agricultural lands from the 9th Concession Road Drain. A plan showing his works has been provided to us for consideration.

The overall drainage report procedure, future maintenance processes and grant eligibility were generally reviewed with the owners. They were also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources and Forestry (M.N.R.F.), and the Essex Region Conservation Authority (E.R.C.A.). We further discussed bridge maintenance, sizing, and material of the proposed bridge. We explained that the Town of Kingsville standard for pipe material is aluminized steel pipe, and it will approximately double the service life of the pipe at minimal cost. The owners had no objections and advised us that it was acceptable to proceed with the use of aluminized pipe for the project.

#### **IV. FIELD SURVEY AND INVESTIGATIONS**

Following the on-site meeting we arranged for our survey crew to attend at the site and perform a topographic survey, including taking the necessary levels and details to establish the design parameters for the installation of this replacement access bridge.

A bench mark was looped from the November 24th, 2000 report on the new bridge installation in the 9th Concession Road Drain, by Lou Zarlenga, P.Eng., being *“top of nail in the North face of the hydro pole on the south side of the 9th Concession Road, approximately 60 feet (18.3m) west of the farm access for Parcel 530-01300”* and was utilized in establishing a site bench mark near the location of the bridge. We also surveyed the drain both upstream and downstream of the proposed replacement access bridge and picked up the existing concrete bridges and culvert elevations in order to establish a design grade profile for the installation of the shared replacement bridge. We also took cross-sections and details of the 9th Concession Road Drain at the general location of the proposed bridge, as necessary for us to complete our design calculations, estimates and specifications.

We reviewed the E.R.C.A. and D.F.O. Species at Risk mapping for fish and mussels and the Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any Department of Fisheries and Oceans (D.F.O.) requirements for work that would be proposed to be carried out on the 9th Concession Road Drain. A response from the Conservation Authority was received by email on July 21st, 2017 and indicated that the Town must apply for a permit and follow standard mitigation requirements. We also reviewed the Town maps for fish and mussel species at risk for this Class F Drain and find that there are no species indicated in the vicinity of this project. A copy of the concerns and requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix “REI-A”** of this report.

The Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk former Town agreement with M.N.R.F. pursuant to Section 23 of the “Endangered Species Act, 2007” expired as of June 30th, 2015. The former agreements are replaced with new regulation provisions under Ontario



Regulation 242/08, Section 23.9 which allows repairs, maintenance and improvements to be conducted by the Municipality within existing municipal drains. These works are exempt from Section 9 and 10 of the Endangered Species Act provided that the rules in the regulations are followed. When eligible, the new regulations allow Municipalities to give notice to M.N.R.F. by registering their drainage activities through an online registry system.

For the purposes of establishing the watershed area upstream of the proposed bridge, and determining the pipe size required, we investigated and reviewed the most recent maintenance schedule from the June 3rd, 1986 report prepared by William J. Settingington, P.Eng. on the 9th Concession Road Drain. The October 11th, 1967 report prepared by Wm. D. Colby, P.Eng. for the 8th Concession Road Drain and the December 11th, 2007 report prepared by Bruce D. Crozier, P.Eng. for the Barlow Drain were also used in establishing the 9th Concession Road Drain watershed limits. Lastly, owners input for the redirecting of their surface runoff and tile discharge were considered for establishing the upstream watershed area.

## **V. FINDINGS AND RECOMMENDATIONS**

Prior to the preparation of our report, we reviewed the details of the bridge installation including the end treatment options based on the regulatory restrictions and the cost estimates that we were to review. Through our investigations, it was determined that the precast concrete blocks with geogrid reinforcement end treatment was the most economical and we have proceeded with this option, along with the aluminized pipe, as discussed at the on-site meeting.

Based on our detailed survey, investigations, examinations, and discussions with the affected property owners, we would recommend that a replacement access bridge be constructed in the 9th Concession Road Drain at the location and to the general parameters as established in our design drawings attached herein for the Neufeld and Kottoor Investments Inc. Parcels. We find that this is the primary access to the lands and it was shown in previous drainage reports. We therefore recommend that the cost of the work for the bridge being replaced under this report be shared between the abutting owners and the affected upstream lands and roads.

During the course of our investigations, this drainage project was discussed and reviewed with E.R.C.A., to deal with any Authority and D.F.O. issues and comments related to this Municipal drain. In the interest of fish habitat and migration, D.F.O. requires that the invert of the new bridge culvert be embedded below the design or existing bottom of the drain a minimum of 10% of the pipe height to ensure a continued path for fish migration through the bridge culvert. Therefore, based on this, we have made provisions to set the invert of the proposed 2700mm diameter aluminized corrugated steel pipe culvert required for this bridge installation, at approximately 0.270 metres below the drain bottom design grade. The D.F.O. Species at Risk screening maps confirm that there are no Species at Risk Fish or Mussels identified in this area. The 9th Concession Road Drain is located within the Regulated Area and is under the jurisdiction of the E.R.C.A., and therefore all work has to comply with the current mitigation provisions of the E.R.C.A. and D.F.O. Details of these mitigation measures are included in the Specifications and **Appendix “REI-A”** forming part of this report.

The Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk former Town agreement with M.N.R.F. pursuant to Section 23 of the “Endangered Species Act, 2007” expired as of June 30th, 2015. The former agreements are replaced with new regulation provisions under Ontario Regulation 242/08, Section 23.9 which allows repairs, maintenance and improvements to be conducted by the Municipality within existing municipal drains. These works are exempt from Section 9 and 10 of the Endangered Species Act provided that the rules in the regulations are



followed. When eligible, the new regulations allow Municipalities to give notice to M.N.R.F. by registering their drainage activities through an online registry system.

We find that all the work for the construction of the shared replacement bridge can be carried out from the road allowance and within the drain and immediate area of the bridge. We have provided for full restoration of all the work areas. Accordingly, we find that no allowances are necessary pursuant to Sections 29 and 30 of the Drainage Act for the construction work provided in this report.

Based on all of the above, we recommend that the new shared replacement access bridge be constructed in the 9th Concession Road Drain to serve the residential lands of Thomas and Melissa Neufeld (Parcel 530-01900), and the agricultural lands of Kottoor Investments Inc. (Parcel 530-01830), in Part of Lot 3, Concession 9 at Municipal Number 89 Road 9 West. We further find that all work should be done in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the “Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010”.

## **VI. ESTIMATE OF COST**

Our estimate of the total cost of this work including all incidental expenses is the sum of **FIFTY NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$59,750.00)**, made up as follows:

### **CONSTRUCTION**

Item 1)	Provide all labour, equipment and material to construct a replacement access bridge consisting of 11.0 metres (36.1 ft.) of 2700mm diameter, 3.5mm thick, aluminized steel Type II corrugated Hel-Cor pipe with annular ends and 125mm x 25mm corrugation profile, 9 corrugation wide aluminized bolted coupler, including precast concrete block walls with geogrid reinforcement, granular bedding, backfill, and Granular ‘A’ approach extending to existing tar and chip road, tile diversions, removal and disposal of existing concrete and steel beam structure and ancillary appurtenances, excavation, compaction, silt and sediment controls, cleanup and restoration, complete.			
	(Neufeld and Kottoor Investments Inc.)	Lump Sum	\$	42,000.00
	Net H.S.T. (1.76%)		\$	739.00
<b>TOTAL FOR CONSTRUCTION</b>				<b>\$ 42,739.00</b>

### **INCIDENTALS**

1) Report, Estimate, and Specifications	\$	4,500.00
-----------------------------------------	----	----------



**Report – 9th Concession Road Drain**

2018-04-06

(Thomas & Melissa Neufeld, and Kottoor Investments Inc. Replacement Bridge)

Town of Kingsville - REI2016D015

2) Survey, Assistants, Expenses, Drawings, Duplication Cost of Report and Drawings	\$	9,500.00
3) Estimated Cost of Preparing Tender Documents	\$	1,000.00
4) Estimated Cost of Construction Supervision and Inspection (based on 1 day)	\$	1,000.00
5) Net H.S.T. on Items Above (1.76%)	\$	282.00
6) Estimated Cost of E.R.C.A. permit	\$	150.00
7) Estimated Contingency Allowance	\$	579.00
<b>TOTAL FOR INCIDENTALS</b>	<b>\$</b>	<b>17,011.00</b>
<b>TOTAL FOR CONSTRUCTION (brought forward)</b>	<b>\$</b>	<b>42,739.00</b>
<b>TOTAL ESTIMATE</b>	<b>\$</b>	<b>59,750.00</b>

**VII. DRAWINGS AND SPECIFICATIONS**

As part of this report, we have attached a design drawing for the construction of this replacement access bridge. The design drawing shows the subject bridge location and the details of the replacement access bridge installation. The design drawing is attached to the back of this report in **Appendix “REI-E”**.

Also attached, we have prepared Specifications which set out the required construction details for the proposed bridge installation, which also includes Standard Specifications within **Appendix “REI-C”**.

**VIII. CONSTRUCTION SCHEDULE OF ASSESSMENT**

We would recommend that all of the costs associated with the construction of this new and replacement access bridge, and the preparation of this Engineer’s report, be assessed against the residential lands of Thomas and Melissa Neufeld (530-01900), Kottoor Investments Inc. (530-01830) in Part of Lot 3, Concession 9, and all upstream affected lands and roads in the Town of Kingsville. A Construction Schedule of Assessment has been prepared and included herein to indicate the lands and roads assessed for this shared replacement access bridge installation.

It has been clearly established that this replacement access bridge is being provided to serve as the access from the 9th Concession Road to the existing residential and agricultural parcels. Pursuant to the current Agricultural Drainage Infrastructure Program (A.D.I.P.) Policies that are in place, it is anticipated that the bridge owner for the eastern portion that serves the agricultural lands (530-01830) and upstream lands designated as Farm Property Tax Class will be eligible for a grant from the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) in the amount of 1/3 of their total assessment for this project. The residential lands (530-01900) served by the bridge **will not** be eligible for a grant from O.M.A.F.R.A.



## **IX. FUTURE MAINTENANCE**

After the completion of the construction of this replacement access bridge, all of same shall be maintained in the future by the Town of Kingsville.

Furthermore, if any maintenance work is required to this access bridge in the future, we recommend that 45.9% of the future maintenance costs shall be assessed in equal shares as a Benefit against the abutting properties (Parcels 530-01830 & 530-01900) being served by the shared access bridge, which are currently owned by Thomas and Melissa Neufeld, and Kottoor Investments Inc. in Part of Lot 3, Concession 9, and the remaining balance of 54.1% be assessed against the upstream lands and roads based on their Outlet Liability assessment in the attached Schedule of Assessment.

We recommend that the replacement bridge structure as identified herein, be maintained in the future as part of the drainage works. We would also recommend that this replacement access bridge newly constructed in the drain, for which the future maintenance costs are to be borne by the abutting affected landowners and upstream lands and roads, be maintained by the Town and that said maintenance would include works to the bridge culvert, bedding, backfill and end treatment. Should concrete, asphalt or other decorative driveway surfaces over this bridge culvert require removal as part of the maintenance works, these surfaces should also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guard rails or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge maintenance work. However, the cost of the supply and installation of any surface material other than Granular “A” material, and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining owner served by said access bridge.

The above provisions for the future maintenance of this replacement access bridge, being constructed under this report, shall remain as aforesaid until otherwise determined under the provisions of the “Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010”.

All of which is respectfully submitted.

**Rood Engineering Inc.**



Gerard Rood, P.Eng.



att.

**ROOD ENGINEERING INC.**

Consulting Engineers

9 Nelson Street

LEAMINGTON, Ontario N8H 1G6







**9TH CONCESSION ROAD DRAIN**  
**(Bridge for Neufeld and Kottoor Investments Inc.)**  
**TOWN OF KINGSVILLE**

**2. ONTARIO LANDS:**

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
King's Highway No. 3			50.89	20.594	Ministry of Transportation	\$ -	\$ 5,394.00	\$ -	\$ 5,394.00
<b>Total on Ontario Lands.....</b>						<b>\$ -</b>	<b>\$ 5,394.00</b>	<b>\$ -</b>	<b>\$ 5,394.00</b>

**3. MUNICIPAL LANDS:**

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
9th Concession Road			5.79	2.343	Town of Kingsville	\$ -	\$ 614.00	\$ -	\$ 614.00
South Talbot Road			15.11	6.116	Town of Kingsville	\$ -	\$ 1,603.00	\$ -	\$ 1,603.00
Cameron Side Road West			6.95	2.814	Town of Kingsville	\$ -	\$ 737.00	\$ -	\$ 737.00
<b>Total on Municipal Lands.....</b>						<b>\$ -</b>	<b>\$ 2,954.00</b>	<b>\$ -</b>	<b>\$ 2,954.00</b>

**4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:**

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
530-01701	9	2	0.53	0.214	Ministry of Transportation	\$ -	\$ 26.00	\$ -	\$ 26.00
530-01803	9	5	0.92	0.374	Ronald & Rosemary Rounding	\$ -	\$ 53.00	\$ -	\$ 53.00
530-01810	9	4	1.38	0.560	Greg Chambers	\$ -	\$ 72.00	\$ -	\$ 72.00
530-01900	9	9	1.47	0.594	Thomas & Melissa Neufeld	\$ 13,713.00	\$ 54.00	\$ -	\$ 13,767.00
530-01901	9	9	1.40	0.567	Ministry of Transportation	\$ -	\$ 73.00	\$ -	\$ 73.00



**9th Concession Road Drain**  
Town of Kingsville

- 9 -

2018-04-06

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
530-02205	8	3	0.11	0.047	Allan Grubb	\$ -	\$ 6.00	\$ -	\$ 6.00
530-02330	8	3	1.36	0.550	Jamie & Darla Martinello	\$ -	\$ 71.00	\$ -	\$ 71.00
530-02360	8	3	2.46	0.996	Steven Guertin	\$ -	\$ 104.00	\$ -	\$ 104.00
530-02390	8	4	0.69	0.279	David & Justina Fehr	\$ -	\$ 44.00	\$ -	\$ 44.00
530-02402	8	4	0.81	0.328	Nicole Deschamps & Jason Webster	\$ -	\$ 48.00	\$ -	\$ 48.00
530-02500	8	5	0.46	0.186	Daniel & Rosemary Russell	\$ -	\$ 33.00	\$ -	\$ 33.00
570-00600	STR	274	25.03	10.130	Dawn Docherty	\$ -	\$ 483.00	\$ -	\$ 483.00
570-00701	STR	275	0.92	0.371	Romas & Nancy Kozulis	\$ -	\$ 53.00	\$ -	\$ 53.00
570-00710	STR	275	0.76	0.308	Daniel Poisson & Sherry Miller	\$ -	\$ 47.00	\$ -	\$ 47.00
570-00780	STR	275	2.93	1.186	Richard & Marvlyn Sargent	\$ -	\$ 119.00	\$ -	\$ 119.00
570-00790	STR	275	3.22	1.303	Timothy & Judith Kiriak	\$ -	\$ 118.00	\$ -	\$ 118.00
570-00799	STR	275	3.34	1.352	Timothy & Karen Damm	\$ -	\$ 122.00	\$ -	\$ 122.00
570-00800	STR	275	4.00	1.619	Northridge Plastics Limited	\$ -	\$ 139.00	\$ -	\$ 139.00
570-00810	STR	275	1.11	0.449	Rodney & Deborah Lambier	\$ -	\$ 62.00	\$ -	\$ 62.00
570-00820	STR	275	1.11	0.449	Timothy & Arlene Willis	\$ -	\$ 62.00	\$ -	\$ 62.00
570-00830	STR	275	1.12	0.453	Thomas & Martha Perko	\$ -	\$ 63.00	\$ -	\$ 63.00
570-00840	STR	275	1.54	0.623	Christopher & Brittany St.Louis	\$ -	\$ 77.00	\$ -	\$ 77.00
570-00900	21	1 & 2	0.23	0.093	Scott & Paola Finch	\$ -	\$ 20.00	\$ -	\$ 20.00
570-01000	21	1 & 2	0.23	0.093	Paul Tremblay & Constance Simpson	\$ -	\$ 20.00	\$ -	\$ 20.00
570-01100	21	1 & 2	0.25	0.101	Craig & Andrea Fischer	\$ -	\$ 21.00	\$ -	\$ 21.00
570-01200	21	1 & 2	0.25	0.101	Hermanus & Barbara Branje	\$ -	\$ 21.00	\$ -	\$ 21.00
570-01300	21	2 & 4	0.58	0.235	Crystal Anger & Tyler Martindale	\$ -	\$ 38.00	\$ -	\$ 38.00



**9th Concession Road Drain**  
Town of Kingsville

- 10 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
570-01400	21	4	0.46	0.186	Lydia & Murray Dietrich	\$ -	\$ 33.00	\$ -	\$ 33.00
570-01500	STR	275	0.82	0.332	Rheta Stevenson	\$ -	\$ 49.00	\$ -	\$ 49.00
570-01600	STR	275	0.61	0.247	Paul Newman	\$ -	\$ 39.00	\$ -	\$ 39.00
570-01601	STR	275	0.69	0.279	Brian & Irene O'Neil	\$ -	\$ 44.00	\$ -	\$ 44.00
570-01700	STR	275	0.55	0.223	Jose Fernandes	\$ -	\$ 36.00	\$ -	\$ 36.00
570-01800	STR	275	0.59	0.239	Jose & Sharon Fernandes	\$ -	\$ 39.00	\$ -	\$ 39.00
570-01900	STR	275	1.38	0.558	Richard & Pamela Bechard	\$ -	\$ 72.00	\$ -	\$ 72.00
570-01901	STR	275	0.95	0.384	Donald & Anna Ouellette	\$ -	\$ 55.00	\$ -	\$ 55.00
570-01902	STR	275	0.67	0.271	Edward Panjer & Tracy Blanchard	\$ -	\$ 43.00	\$ -	\$ 43.00
570-01994	STR	275	0.67	0.271	Andre & Jenna Mongeau	\$ -	\$ 43.00	\$ -	\$ 43.00
570-01996	STR	275	0.78	0.316	Jeffrey & Kristen Tellier	\$ -	\$ 48.00	\$ -	\$ 48.00
570-01998	STR	275	0.78	0.316	David & Nancy Market	\$ -	\$ 48.00	\$ -	\$ 48.00
570-02000	STR	275	0.86	0.348	Joseph & Marion Cichon	\$ -	\$ 51.00	\$ -	\$ 51.00
570-02001	STR	275	1.00	0.405	Wayne & Lisa Tytgat	\$ -	\$ 58.00	\$ -	\$ 58.00
570-02003	STR	275	0.67	0.271	Douglas & Kerri Nemeth	\$ -	\$ 43.00	\$ -	\$ 43.00
570-02004	STR	275	0.55	0.223	Gregory & Tamara Yzerman	\$ -	\$ 36.00	\$ -	\$ 36.00
570-02020	STR	275	0.67	0.271	Jose & Kleber Lecoq	\$ -	\$ 43.00	\$ -	\$ 43.00
570-02080	STR	274	0.52	0.210	Diane & Christopher Bezaire	\$ -	\$ 34.00	\$ -	\$ 34.00
570-02090	STR	274	0.53	0.214	Richard & Suzanne Dalton	\$ -	\$ 35.00	\$ -	\$ 35.00
570-02190	STR	274	0.56	0.225	Chris Pretli	\$ -	\$ 36.00	\$ -	\$ 36.00
580-00401	STR	278	0.67	0.271	Bardow Holdings Limited	\$ -	\$ 43.00	\$ -	\$ 43.00
580-00450	STR	278	0.50	0.202	Patrick & Diane Seguin	\$ -	\$ 34.00	\$ -	\$ 34.00



**9th Concession Road Drain**  
Town of Kingsville

- 11 -

2018-04-06

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
580-00600	STR	279	9.33	3.776	Hydro One Networks Inc.	\$ -	\$ 180.00	\$ -	\$ 180.00
580-04010	STR	278	0.44	0.178	Marc & Michelle Rawlins	\$ -	\$ 31.00	\$ -	\$ 31.00
580-04020	STR	278	0.46	0.186	Sean O'Gorman & Katarina Pestaj	\$ -	\$ 33.00	\$ -	\$ 33.00
580-04030	STR	278	0.46	0.186	Kevin & Laurie Ingram	\$ -	\$ 33.00	\$ -	\$ 33.00
580-04040	STR	278	0.45	0.182	Martin & Katherine Gallant	\$ -	\$ 32.00	\$ -	\$ 32.00
580-04100	STR	277 & 278	2.25	0.911	Northridge Cemetery	\$ -	\$ 95.00	\$ -	\$ 95.00
580-04200	STR	277	0.79	0.320	Shirley & Joseph Galos	\$ -	\$ 49.00	\$ -	\$ 49.00
580-04300	STR	277	0.59	0.239	Patrick & Bethany MacLachlan	\$ -	\$ 39.00	\$ -	\$ 39.00
580-04350	STR	277	0.55	0.223	John Trepanier & Arley Hutchins	\$ -	\$ 36.00	\$ -	\$ 36.00
580-04400	STR	277	1.22	0.494	Gary Burling & Kim Norton	\$ -	\$ 64.00	\$ -	\$ 64.00
580-04410	STR	277	1.22	0.494	Gregory & Theresa Russell	\$ -	\$ 64.00	\$ -	\$ 64.00
580-04590	STR	277	0.67	0.271	Gregory Gowanlock	\$ -	\$ 43.00	\$ -	\$ 43.00
580-04700	STR	277	1.01	0.409	Brian Neels	\$ -	\$ 56.00	\$ -	\$ 56.00
580-04800	STR	277	0.62	0.251	Tom & Sheryl Jesso	\$ -	\$ 39.00	\$ -	\$ 39.00
580-04900	STR	277	1.13	0.457	Domenic & Tony Viselli	\$ -	\$ 63.00	\$ -	\$ 63.00
580-05000	STR	277	0.73	0.295	Valerie & Alan Luscott	\$ -	\$ 45.00	\$ -	\$ 45.00
580-05100	STR	277	1.09	0.441	Stefanie Anderson	\$ -	\$ 61.00	\$ -	\$ 61.00
580-05104	STR	277	0.68	0.275	William & Stacey Brimner	\$ -	\$ 43.00	\$ -	\$ 43.00
580-05106	STR	277	0.68	0.275	Bradley Smith & Kelly Diemer	\$ -	\$ 43.00	\$ -	\$ 43.00
580-05300	STR	276 & 277	0.99	0.401	Gerald Allison & Vickie Smith	\$ -	\$ 57.00	\$ -	\$ 57.00
580-05350	STR	276	0.62	0.251	Trevor & Stephanie Martin	\$ -	\$ 39.00	\$ -	\$ 39.00
580-05400	STR	276	0.83	0.336	Jason & James Scratch	\$ -	\$ 50.00	\$ -	\$ 50.00
580-05600	STR	276	5.00	2.023	Tyler & Christina Henricks	\$ -	\$ 154.00	\$ -	\$ 154.00



**9th Concession Road Drain**  
Town of Kingsville

- 12 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
580-05650	STR	276	0.46	0.186	George & Mary Poirier	\$ -	\$ 33.00	\$ -	\$ 33.00
580-05701	STR	276	0.52	0.210	Robert Sylvester	\$ -	\$ 34.00	\$ -	\$ 34.00
580-05720	STR	276	0.52	0.210	Jerry & Gabriella Sagaert	\$ -	\$ 34.00	\$ -	\$ 34.00
580-05730	STR	276	0.50	0.202	Tricia Buhler	\$ -	\$ 34.00	\$ -	\$ 34.00
580-05900	STR	276	1.20	0.486	Matthew & Lisa Plant	\$ -	\$ 67.00	\$ -	\$ 67.00
580-06000	STR	276	1.05	0.425	Michelle Ryckman	\$ -	\$ 59.00	\$ -	\$ 59.00
580-06200	STR	276	0.49	0.198	Richard Wilschut	\$ -	\$ 33.00	\$ -	\$ 33.00
580-06300	STR	276	0.49	0.198	Richard & Christine Wilschut	\$ -	\$ 33.00	\$ -	\$ 33.00
580-06400	STR	276	0.31	0.125	Brent Lee & Beverly Hamilton	\$ -	\$ 24.00	\$ -	\$ 24.00
580-06500	STR	276	0.70	0.283	Josephine Swackhamer	\$ -	\$ 45.00	\$ -	\$ 45.00
580-06700	STR	276	0.02	0.008	Gosfield North Communications Ltd.	\$ -	\$ 2.00	\$ -	\$ 2.00
<b>Total on Privately Owned - Non-Agricultural Lands.....</b>						<b>\$ 13,713.00</b>	<b>\$ 4,758.00</b>	<b>\$ -</b>	<b>\$ 18,471.00</b>

**5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
530-00201	8	5	1.24	0.500	Ministry of Transportation	\$ -	\$ 24.00	\$ -	\$ 24.00
530-00500	8	5	14.28	5.780	Steckle Farms Limited	\$ -	\$ 275.00	\$ -	\$ 275.00
530-01700	9	2	7.90	3.197	Robert & Dorothy Vriesacker	\$ -	\$ 152.00	\$ -	\$ 152.00
530-01800	9	4 & 5	49.65	20.095	Linda & Henry Armstrong	\$ -	\$ 957.00	\$ -	\$ 957.00
530-01830	9	3	63.00	25.495	Kottoor Investments Inc.	\$ 13,713.00	\$ 1,215.00	\$ -	\$ 14,928.00
530-01902	9	3	15.06	6.095	Robert & Dorothy Vriesacker	\$ -	\$ 290.00	\$ -	\$ 290.00
530-02200	8	3	9.25	3.743	Joslyne Jobin & Michael Rizza	\$ -	\$ 178.00	\$ -	\$ 178.00



**9th Concession Road Drain**  
Town of Kingsville

- 13 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aff't'd	Hectares Aff't'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
530-02300	8	3	24.21	9.798	Christopher & Suzette Brimner	\$ -	\$ 467.00	\$ -	\$ 467.00
530-02370	8	4	25.83	10.452	Christopher & Suzette Brimner	\$ -	\$ 498.00	\$ -	\$ 498.00
530-02400	8	4	52.04	21.060	Carol McKeegan & Charles McLean	\$ -	\$ 1,003.00	\$ -	\$ 1,003.00
530-02501	8	5	10.56	4.274	Hendrick Algra	\$ -	\$ 204.00	\$ -	\$ 204.00
570-00700	STR	275	77.24	31.259	2396323 Ontario Inc.	\$ -	\$ 1,489.00	\$ -	\$ 1,489.00
570-02002	STR	275	99.73	40.360	Steckle Farms Limited	\$ -	\$ 1,923.00	\$ -	\$ 1,923.00
580-00100	STR	276	50.00	20.234	Eddy & Linda Manzocco	\$ -	\$ 964.00	\$ -	\$ 964.00
580-00200	STR	277	81.00	32.780	Steckle Farms Limited	\$ -	\$ 1,562.00	\$ -	\$ 1,562.00
580-00300	STR	277	35.66	14.431	James & Victoria Seagull	\$ -	\$ 688.00	\$ -	\$ 688.00
580-00400	STR	278	49.38	19.983	Bardow Holdings Limited	\$ -	\$ 952.00	\$ -	\$ 952.00
580-00460	STR	278	46.97	19.008	Nadine & Lazlo Copf	\$ -	\$ 906.00	\$ -	\$ 906.00
580-03900	STR	278	13.00	5.261	Krista & Christopher Konrad	\$ -	\$ 251.00	\$ -	\$ 251.00
580-04000	STR	278	30.18	12.213	Daryn & Connie Dent	\$ -	\$ 582.00	\$ -	\$ 582.00
580-04201	STR	277	34.33	13.893	Antioch Christian Ministries	\$ -	\$ 662.00	\$ -	\$ 662.00
580-05200	STR	277	16.70	6.758	Laslo & Maria Svoreny	\$ -	\$ 322.00	\$ -	\$ 322.00
580-05800	STR	276	18.97	7.677	Peter & Monique Quinlan	\$ -	\$ 366.00	\$ -	\$ 366.00
580-06100	STR	276	20.25	8.195	John & Marie Palmer	\$ -	\$ 390.00	\$ -	\$ 390.00
580-06600	STR	276	84.73	34.290	Janet & Edwin Miller	\$ -	\$ 1,634.00	\$ -	\$ 1,634.00
<b>Total on Privately Owned - Agricultural Lands (grantable).....</b>						<b>\$ 13,713.00</b>	<b>\$ 17,954.00</b>	<b>\$ -</b>	<b>\$ 31,667.00</b>

**5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):**

570-02100	STR	274	25.53	10.330	Kevin & Tammy Brady	\$ -	\$ 492.00	\$ -	\$ 492.00
580-04500	STR	277	19.41	7.855	Adil Mohammad	\$ -	\$ 374.00	\$ -	\$ 374.00
580-05500	STR	276	11.33	4.585	Stanley & Maybelle Minnett	\$ -	\$ 218.00	\$ -	\$ 218.00



**9th Concession Road Drain**  
Town of Kingsville

- 14 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
580-05700	STR	276	7.79	3.153	Robert Sylvester	\$ -	\$ 180.00	\$ -	\$ 180.00
<b>Total on Privately Owned - Agricultural Lands (non-grantable).....</b>						<b>\$ -</b>	<b>\$ 1,264.00</b>	<b>\$ -</b>	<b>\$ 1,264.00</b>
<b>TOTAL ASSESSMENT</b>			1189.35	481.325		<b>\$ 27,426.00</b>	<b>\$ 32,324.00</b>	<b>\$ -</b>	<b>\$ 59,750.00</b>

=====

1 Hectare = 2.471 Acres  
Project No. REI2016D015  
April 6th, 2018







**SPECIFICATIONS**  
**9TH CONCESSION ROAD DRAIN**  
**Bridge Replacement for Thomas & Melissa Neufeld and**  
**Kottoor Investments Inc. (Parcels 530-01900 & 530-01830)**  
**Part Lot 3, Concession 9**  
**Geographic Township of Gosfield North**  
**TOWN OF KINGSVILLE**

**I. GENERAL SCOPE OF WORK**

The Contractor shall provide all material, labour, and equipment to construct a new replacement access bridge for the Neufeld and Kottoor Investments Inc. parcels located at Municipal Number 89 Road 9 West consisting of 11.0 metres (36.1 ft.) of 2700mm diameter, 3.5mm thick, aluminized steel Type II corrugated Hel-Cor pipe with 125mm x 25mm corrugations and rolled annular ends in the 9th Concession Road Drain. The replacement access bridge shall be constructed so that the centre of the pipe is set on the property line of Parcels 530-01830 and 530-01900. This location shall be the exact designated location of this new access bridge culvert unless otherwise directed by the property owners and the Town Drainage Superintendent, prior to the construction of same. Any changes to the location of the new replacement access bridge must be approved in writing by the Engineer. The general layout of the access bridge and other ancillary work shall be provided as shown and detailed in the accompanying drawing attached within **Appendix "REI-E"**. A Bench Mark has been set near this proposed access bridge so that same can be utilized for the setting of the new bridge culvert invert grades. The **Bench Mark** is the *"top of nail set in the south face of hydro pole located on the north side of Road 9 West, approximately 35.6 metres west of the proposed driveway access to Municipal Number 89"*, with same being **Elevation 194.498 metres**.

**II. E.R.C.A. AND D.F.O. CONSIDERATIONS**

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available. The Contractor shall ensure that sediment and erosion control provisions, set out further in these specifications and in **Appendix "REI-A"**, are followed. Work shall be scheduled so that it can be completed in the dry and when there is no risk of a rain event that might exceed the capacity of the water control system that the Contractor employs. Any damming of the drain will be done on the upstream side in accordance with the provisions set out in **Appendix "REI-A"**. The Contractor will be required to carry out a fish salvage operation if there is water in the drain when the work is being done. Details for the fish salvage are set out in **Appendix "REI-D"**. The standard mitigation response received from E.R.C.A. shall be followed and a copy of same is included within **Appendix "REI-A"**.

The Contractor is to review **Appendix "REI-A"** in detail and is required to comply in all regards with the contents of said E.R.C.A. and D.F.O. measures, and follow the special requirements therein included during construction.

**III. M.N.R.F. CONSIDERATIONS**

The Contractor is to note that the Ministry of Natural Resources and Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) review of the M.N.R.F. "Endangered Species Act, 2007" (E.S.A.) will be completed as a self-assessment by the Town pursuant to



**Specifications** – 9th Concession Road Drain  
(Bridge for Neufeld and Kottoor Investments Inc., Parcels 530-01900 & 530-01830)  
Town of Kingsville - REI2016D015

2018-04-06

Section 23.9 of the E.S.A. prior to construction. This Section allows the Town to conduct eligible works of repair, maintenance and improvement to existing municipal drains under the Drainage Act, and exemptions from Sections 9 and 10 of the E.S.A., provided that the requirements are followed in accordance with Ontario Regulation 242/08. The results of the review will be provided to the Contractor and copies of the mitigation measures, habitat protection and identification sheets will be included within **Appendix “REI-B”**.

The Contractor is to review **Appendix “REI-B”** in detail and is required to comply in all regards with the contents of said M.N.R.F. measures, and follow the special requirements therein included during construction. Throughout the course of construction the Contractor will be responsible to ensure that all necessary provisions are undertaken to protect all species at risk and their habitats. If a threatened or sensitive species is encountered, the Contractor shall notify the Town and M.N.R.F. and provide all the equipment and materials stipulated by the mitigation requirements for handling the species and cooperate fully with the Town and M.N.R.F. staff in the handling of the species.

#### **IV. ACCESS TO WORK**

The Contractor is advised that the majority of the work to be carried out on this project extends along the north side of Road 9 West. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveway as necessary to carry out the removal of the existing access bridge and to construct the new replacement access bridge, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridge to carry out the required construction of the removal and new replacement structure installation and ancillary work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close Road 9 West for the proposed works, it shall obtain the permission of the Town Drainage Superintendent or Consulting Engineer and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the Kingsville Works Department.

#### **V. BRIDGE CONSTRUCTION**

When completed, the access bridge along the centreline of the new culvert shall have a total top width, including the top width of the precast concrete blocks with geogrid reinforcement, of approximately 11.0 metres (36.1 ft.) and a travelled driveway width of 9.78 metres (32.1 ft.). The precast concrete block wall protection shall be installed vertically and structurally supported with geogrid reinforcement, and shall extend from the end of the new corrugated aluminized steel Hel-Cor pipe to the top elevation of the driveway. The Contractor shall have access to carry out the work from the Road right-of-way, along with a sufficient distance along both sides of the drain upstream and downstream from the bridge to complete the access bridge installation and drain cleaning as specified. Any accesses or areas utilized in carrying out



**Specifications – 9th Concession Road Drain**

2018-04-06

(Bridge for Neufeld and Kottoor Investments Inc., Parcels 530-01900 & 530-01830)

Town of Kingsville - REI2016D015

the works are to be fully restored to their original conditions by the Contractor, including topsoil placement and lawn restoration as directed by the Engineer or the Town Drainage Superintendent. Restoration shall include, but not be limited to, all necessary levelling, grading, shaping, topsoil placement, and granular required to make good any damage caused.

The aluminized steel corrugated Hel-Cor pipe to be provided for this project is to be supplied as no more than two (2) approximately equal lengths of pipe, which are to be coupled together with the use of a 2.0mm thick, 9-C aluminized corrugated steel bolted coupler, secured in accordance with the manufacturer's recommendations. Under no circumstance shall the bridge culvert be provided with more than two (2) lengths of pipe. The aluminized corrugated steel pipe to be utilized for this bridge installation must be approved by the Town Drainage Superintendent or Engineer, prior to its placement in the drain.

The Contractor shall also note that the placement of the replacement access bridge culvert is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the bridge pipe and for a distance of 3.05 metres (10.0 ft.) both upstream and downstream of said pipe. The Contractor shall utilize silt and sediment controls in accordance with O.P.S.D. details, and shall clean out and remove and dispose of the controls once the work areas have been stabilized. The design parameters of the 9th Concession Road Drain at the location of this new replacement access bridge installation consists of a 1.22m (4.0 ft.) bottom width, 0.04% grade, and 1.5 horizontal to 1.0 vertical bank side slopes. The Contractor shall be required to cut any brush and strip the existing drain sideslopes of any vegetation as part of the grubbing operation. The Contractor shall also be required to dispose of all excavated and deleterious materials, including the concrete deck and abutments and steel I-Beams, as well as any demolished unsuitable and grubbed out materials to a site to be obtained by it at its own expense. The Contractor shall note that the survey indicates that the existing drain bottom is slightly above the design grade. The Contractor shall be required to provide any and all labour, material and equipment to set the pipe to the required design grades. The Contractor shall also be required to supply, if necessary for a stable base, a minimum thickness of 150mm (6") of 20mm (3/4") clear stone bedding underneath the culvert pipe, extending from the bottom of the drain to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

The installation of the complete length of the access bridge culvert, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer inspects and approves said pipe installation. The Contractor shall provide a minimum notice of 48 hours to the Town Drainage Superintendent or Engineer prior to the commencement of this work. The installation of this access bridge is to be performed during the normal working hours from Monday to Friday of the Town Drainage Superintendent or Engineer.

Once the new aluminized corrugated steel pipe has been satisfactorily set in place, the Contractor shall completely backfill same with granular material Ministry of Transportation Ontario (M.T.O.) Type "B" O.P.S.S. Form 1010, with the exception of the top 305mm (12") of the backfill material for the full top width of the drain and the access bridge, which shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. The precast concrete blocks on filter cloth end protection shall be installed vertically or with a slight back slope and include geogrid reinforcement, and shall extend from the invert of the new aluminized corrugated steel Hel-Cor



**Specifications – 9th Concession Road Drain**

2018-04-06

(Bridge for Neufeld and Kottoor Investments Inc., Parcels 530-01900 & 530-01830)

Town of Kingsville - REI2016D015

pipe structure to the top elevation of the driveway, set on a minimum 300mm thick precast or poured in place concrete footing that matches the width of the blocks. The walls shall be deflected at a 45 degree angle on the road side as shown and detailed on the plans. The proposed pipe inverts are set approximately 270mm below the drain design grade, all as shown on the plans included in **Appendix "REI-E"**. The driveway entrance shall be constructed with a 5.0 metre radius on the roadside, all as shown on the plans included in **Appendix "REI-E"**.

The Contractor shall also perform the necessary excavation to extend the width of the driveway southerly from the south bank of the drain to the north limit of the roadway gravel. This driveway approach into the property, from the existing edge of gravel to approximately the north top of bank, shall consist of a minimum of 305mm (12") of granular material M.T.O. Type "A" satisfactorily compacted in place. The gravel apron shall extend for the full width of the access culvert length, and include a radius section at the roadside at the edge of the gravel shoulder, as shown on the plans. The gravel backfill shall also extend across the pipe to approximately 1.0m beyond the north top of bank as shown on the plans. The pipe shall have a minimum of 500mm of cover, and be uniformly graded down to the existing driveway level from the existing road edge level.

Once the new aluminized corrugated steel pipe has been set in place at its location, the Contractor shall completely backfill same with granular material, and install the precast concrete block on filter cloth walls on both ends of the bridge. The blocks shall be minimum 600X600X1200mm in size as available from Wolseley Underground Specialties, Windsor, Ontario or equal and installed as set out in **Appendix "C"**. Vertical joints shall be staggered by use of half blocks where needed and wingwall deflections shall employ 45 degree angled blocks. Poured foundations and grout for voids between the blocks and the pipe shall be minimum 30 MPa concrete having 6% plus/minus 1% air entrainment and extend for the full thickness of the wall, and have a smooth uniform finish on the face that blends with the precast blocks. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 1), 3), and 4) of the **"Standard Specifications for Access Bridge Construction"** attached within **Appendix "REI-C"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix.

The Contractor, in all cases, shall comply with these specifications and upon completion of the stacked precast concrete end protection installation shall restore the adjacent areas to their original conditions. The Contractor shall supply quarried limestone on filter cloth rock protection adjacent to the headwalls at each corner of the bridge. All rock protection shall be 1.0 metres wide and 305mm (12") thick, installed on non-woven filter cloth, and shall be installed in accordance with Item 2) of the **"Standard Specifications for Access Bridge Construction"**. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products through Wolseley Underground Specialties in Windsor, Ontario, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Industries Amherstburg Quarry, in Amherstburg, Ontario, or equal.

The aluminized corrugated steel Hel-Cor pipe for this installation shall be provided with a minimum depth of cover measured from the top of the corrugated steel pipe to the top of the granular backfill of 500mm (19.7") and if the culvert is placed at its proper elevations, this should be easily achieved. If the Contractor finds that the 500mm (19.7") minimum cover is not being met, they shall notify the Drainage Superintendent and the Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The minimum cover requirement is **critical** and must be attained. In order for this new access bridge culvert to properly



**Specifications – 9th Concession Road Drain**

2018-04-06

(Bridge for Neufeld and Kottoor Investments Inc., Parcels 530-01900 & 530-01830)

Town of Kingsville - REI2016D015

fit the channel parameters, all of the design grade elevations provided below must be strictly adhered to.

Also, for use by the Contractor, we have established a Bench Mark near the site. This Bench Mark is the *“top of nail set in the south face of hydro pole located on the north side of Road 9 West, approximately 35.6 metres west of the proposed driveway access to Municipal Number 89”*, with same being **Elevation 194.498 metres**.

The new pipe culvert and the backfilling are to be placed on the following basis:

- i) The **east (upstream) invert** of the proposed bridge culvert is to be set at Elevation **191.412** metres.
- ii) The **west (downstream) invert** of the proposed bridge culvert is to be set at Elevation **191.408** metres.
- iii) The centreline of driveway for this bridge installation shall be set to Elevation **194.781** metres at the existing gravel edge, Elevation **194.661** metres at the culvert pipe centreline, and Elevation **194.444** metres at approximately the north top of bank limit. The access bridge driveway, in all cases, shall be graded with a cross-fall from the centreline of the driveway to the outer edges of the driveway at an approximate grade of 1.50%.

As a check, all of the above design grade elevations should be confirmed before commencing to the next stage of the access bridge installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Bench Mark.

The Contractor shall also be required to provide all labour, equipment and material to provide granular fill to all boulevard areas as noted on the plans. Existing tile drains shall be diverted and extended as noted on the plans.

As part of the work provided for the construction of the access bridge, the Contractor shall be required to protect or extend any existing lateral tile ends which conflict with the bridge installation. All existing lateral tile drains, where required, shall be diverted and extended to the ends of the new access bridge culvert and shall be extended and installed in accordance with the “Standard Lateral Tile Detail” as shown in **Appendix “REI-C”**, unless otherwise noted. Connections shall be made using manufacturer’s couplers wherever possible. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint to ensure a tight, solid seal.

The Contractor is to note that the granular driveway approaches extending from the roadway’s north edge of gravel shoulder to the south top of bank of the drain shall consist of granular material M.T.O. Type “A” O.P.S.S. Form 1010 and is to be provided to a minimum depth of 300mm (12”), and be satisfactorily compacted in place. The Contractor is to also note that all granular material being placed as backfill for this bridge installation shall be compacted in place to a minimum Standard Proctor Density of 100%, and that all native fill material to be used for the construction shall be compacted in place to a minimum Standard Proctor Density of 95%.

All of the granular backfill, native fill, and the compaction levels for same shall be provided to the full satisfaction of the Town Drainage Superintendent or Engineer. The Contractor shall also note



**Specifications – 9th Concession Road Drain**

2018-04-06

(Bridge for Neufeld and Kottoor Investments Inc., Parcels 530-01900 & 530-01830)

Town of Kingsville - REI2016D015

that any sediment being removed from the drain bottom as previously specified herein, shall not be utilized for the construction of the driveway, and shall be disposed of by the Contractor to a site to be obtained by it at its own expense.

The Contractor shall be required to restore any and all drain sideslopes damaged by the access bridge installation, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

As part of the seeding and mulching operation, the Contractor will be required to provide either a hydraulic mulch or spread straw mulch with an adhesive binder in accordance with O.P.S.S. 1103.05.03 dated November 2007, or as subsequently amended, to ensure that the grass seed will be protected during germination and provide a thick uniform cover to minimize erosion, where necessary. All work shall be meticulously done and completed in a good and workmanlike manner to the complete satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

**VI. GENERAL CONDITIONS**

- a) The Town Drainage Superintendent or Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Kingsville and the Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Kingsville or the Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Town road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled



**Specifications – 9th Concession Road Drain**

2018-04-06

(Bridge for Neufeld and Kottoor Investments Inc., Parcels 530-01900 & 530-01830)

Town of Kingsville - REI2016D015

portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.

- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.
- f) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- g) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- h) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- i) The Contractor will be required to submit to the Town a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work, and the Contractor will be required to submit to the Town a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.
- j) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Town. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Town in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.



**Specifications – 9th Concession Road Drain**

2018-04-06

(Bridge for Neufeld and Kottoor Investments Inc., Parcels 530-01900 & 530-01830)

Town of Kingsville - REI2016D015

- k) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$5,000,000.00 on this project, and shall name the Town of Kingsville and its officials and staff and the Engineer and its staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Engineer prior to the commencement of work.
- l) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after the final acceptance and completion of the work and expiry of the lien period and payment shall not be authorized until the Contractor provides the following:
  - i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
  - ii) proof of advertising
  - iii) a Statutory Declaration, in a form satisfactory to the Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

The Contractor shall satisfy the Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Lien Act, 1983 and its subsequent amendments have been adhered to by the Contractor.

- m) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee C.C.D.C.2 shall govern and be used to establish the requirements of the work.



## APPENDIX "REI-A"







**STANDARD E.R.C.A. AND D.F.O.**  
**MITIGATION REQUIREMENTS**

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

1. As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
2. All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
3. To prevent sediment entry into the drain in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with the related Ontario Provincial Standards. It is incumbent on the proponent and Contractors to ensure that sediment and erosion control measures are functioning properly and maintained/upgraded as required.
4. Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
5. All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.
6. Any drain banks trimmed outside of the July 1st to September 15th timing window will require erosion control blankets to be installed to promote re-vegetation and to protect the slope from erosion in the interim.







# Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing [serious harm to fish](#) in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

**PLEASE NOTE:** This advice applies to all project types and replaces all “Operational Statements” previously produced by DFO for different project types in all regions.

## Measures

- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.



- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the waterbody or settling basin and runoff water is clear. The plan should, where applicable, include:
  - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
  - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.
  - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, underwater cable installation).
  - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
  - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction.
  - Repairs to erosion and sediment control measures and structures if damage occurs.
  - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

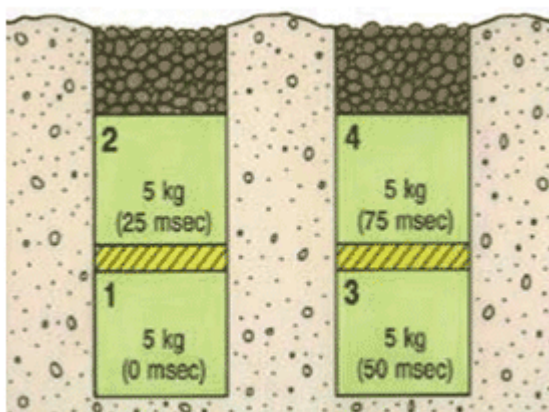


- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
  - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
    - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
    - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
    - The screen face should be oriented in the same direction as the flow.
    - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
    - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
    - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
    - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
    - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
    - Provision should be made for the removal, inspection, and cleaning of screens.
    - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
    - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
  - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:



- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries [timing windows](#).
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

**Figure 1: Sample Blasting Arrangement**



Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.



- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Date modified:  
2013-11-25







## APPENDIX "REI-B"







# Town of Kingsville: Sensitive Areas Map for Snake Species at Risk

## LEGEND



Sensitive Areas for all Snake SAR

Sensitive Areas for Butler's Garter Snake

Municipal Drains

Conservation Authority

Essex Region

Subwatershed Boundaries

Municipal Boundaries

First Nations Territories

Urban Area

SCALE: 1:110,000



UTM NAD83 CNT Zone 17

Base data derived from the Natural Resource Values Information System (NRVIS). Sensitive Areas based on data from NRIS. Subwatershed Boundaries provided by Conservation Authorities.

This map was produced by the Aylmer District Office GIS Unit, Ministry of Natural Resources.

This map should not be relied on as a precise indicator of routes or locations, nor as a guide to navigation. The Ontario Ministry of Natural Resources (OMNR) shall not be liable in any way for the use of, or reliance upon, this map or any information on this map.

May not be reproduced or altered in any way.

Copyright Queen's Printer for Ontario, 1905/2010







### **13. Measures for Encounters with Turtles Outside of a Sensitive Period**

- 13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;
  - (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;
  - (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;
  - (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
  - (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

### **14. Release of Captured individuals Outside of a Sensitive Period**

- 14.1. Where uninjured individuals are captured under section 13.1, they shall be released:
- (a) within 24 hours of capture;
  - (b) in an area immediately adjacent to the Drainage Works;
  - (c) in an area that will not be further impacted by the undertaking of any Activity; and
  - (d) not more than 250 metres from the capture site.
- 14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

### **15. Measures for Dead Turtles**

- 15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:
- (a) place any dead turtles in a Holding Tub outside of direct sunlight; and
  - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

## **ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES**

### **16. Training and Required On Site Materials for Snakes**

- 16.1. The Municipality will ensure any person:
- (a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and
  - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.



## **17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes**

- 17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.
- 17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:
- (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
  - (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and
  - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

## **18. Measures for Encounters with Snakes During a Sensitive Period**

- 18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
- (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
  - (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
  - (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
  - (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
  - (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

## **19. Measures for Encounters with Snake Nests**

- 19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:
- (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
  - (b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;
  - (c) place all cotton sacks with the captured injured individuals into a Holding Tub;



- (d) ensure that the Holding Tub with the captured Injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

## **20. Measures for Encounters with Snakes Outside of a Sensitive Period**

- 20.1.** Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (Including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) follow the requirements in section 18;
  - (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
  - (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;
  - (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;
  - (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
  - (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

## **21. Release of Captured Individuals Outside of a Sensitive Period**

- 21.1.** Where uninjured individuals are captured under section 20.1, they shall be released:
- (a) within 24 hours of capture;
  - (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
  - (c) in an area that will not be further impacted by the undertaking of any Activity; and
  - (d) not more than 250 metres from the capture site.



- 21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide Information on the name of the Drainage Works, the location of the encounter and the location of the release site.

## **22. Measures for Dead Snakes**

- 22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased Individual of a snake Species within the Work Zone, the Municipality shall:
- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
  - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

## **ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS**

### **23. Activities Undertaken in Sensitive Areas for Herbaceous Plants**

- 23.1. Where a proposed Activity will occur that involves physical disturbance to vegetated banks or the killing and/or removal of vegetation through chemical or mechanical means in a Sensitive Area for any herbaceous plant Species, the Municipality shall:
- (a) undertake the Activity outside of the Sensitive Period, unless otherwise authorized;
  - (b) limit equipment access and operations to the side of the Drainage Works that will minimize disturbances where any of the plant Species occur;
  - (c) locate temporary storage sites for excavated sediments or bank materials on areas of open soil away from where any of the plant Species are likely to occur;
  - (d) not use any broad spectrum herbicides in Sensitive Areas; and
  - (e) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative.

## **ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES**

### **24. Additional Measures for Butternut**

- 24.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;
  - (b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;
  - (c) conduct Activities by:
    - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,
    - (ii) working around trees,



# Seasonal Timing Windows Chart

Date Codes		Monthly Intervals: E=Early(days 1-10); M=Middle(days 11-20); L=Late(days 21-31)																											
Dates		Jan	Feb	Mar			Apr			May			Jun			Jul			Aug			Sept			Oct			Nov	Dec
				E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L		
Taxa/Common Name																													
Aquatic Species																													
Fish		IF in a Sensitive Area Identified on Maps THEN Prior Notification to the MNR is required (regardless of time of year)																											
Mussels		IF in a Sensitive Area Identified on Maps THEN Prior Notification to the MNR is required (regardless of time of year)																											
Turtles																													
Fowler's Toad																													
Jefferson Salamander																													
Terrestrial Species																													
Snakes - Hibernation																													
Snakes - Staging																													
Butler's Gartersnake - Hibernation																													
Butler's Gartersnake - Staging																													
Herbaceous Plants																													
Birds																													
NOT a Sensitive Time		IF NO Sensitive Areas Identified on Maps THEN NO Prior Notification to the MNR is required																											
Sensitive Time		IF in a Sensitive Area Identified on Maps THEN Prior Notification to the MNR is required																											
On-site Consultation		IF in a Highly Sensitive Area (e.g., a known hibernacula) THEN On-site consultation with the MNR is required																											
Staging refers to the time just after emergence from hibernation in the spring and the aggregation of individuals in the fall just prior to entering into hibernation sites.																													







## **SCHEDULE C**

### **MITIGATION PLAN**

The Mitigation Plan shall be in effect until June 30, 2015.

The Municipality shall undertake measures to minimize adverse effects on species at risk in accordance with the general conditions described in Part B and taxa-specific conditions described in Part C, and the monitoring and reporting requirements described in Part D of this Mitigation Plan.

#### **PART A. DEFINITIONS**

##### **1. Definitions:**

1.1. In this Schedule, the following words shall have the following meanings:

"DFO" means Fisheries and Oceans Canada;

"MNR" means the Aylmer District Office of the Ministry of Natural Resources;

"Contact" means to contact the MNR in accordance with the notification/contact schedule provided to the Municipality by the MNR Designated Representative from time to time;

"Holding Tub" means a large, light-coloured container fitted with a non-airtight latchable lid approved by the MNR for the temporary storage of captured snakes, turtles, amphibians, birds or eggs;

"Interagency Notification Form" means the form issued by DFO, available at [www.dfo-mpo.gc.ca](http://www.dfo-mpo.gc.ca), which is required to be completed when a drain is being maintained or constructed;

"Monitoring and Reporting Form" means the document that must be completed by the Municipality in accordance with Part D to this Schedule and will be provided to the Municipality;

"Ontario Operational Statement" means one of the documents issued by DFO, available at [www.dfo-mpo.gc.ca](http://www.dfo-mpo.gc.ca), that sets out the conditions and measures to be incorporated into a project in order to avoid negative impacts to fish and fish habitat in Ontario, as modified from time to time;

"Process Charts" means the charts attached as Part E to this Schedule which describe the steps set out in this Mitigation Plan;

"Seasonal Timing Windows Chart" means the chart attached as Part G to this schedule which describes the Sensitive Periods applicable to each Taxonomic Group;

"Sensitive Area" means a geographic area in the Municipality where additional mitigation measures are required to be undertaken for one or more Taxonomic Groups;

"Sensitive Areas Map" means any one of the maps attached as Part F to this schedule which sets out the applicable Sensitive Areas;

"Sensitive Period" means a time of year set out in the Seasonal Timing Windows Chart during which taxa-specific mitigation measures are required to be undertaken for a Taxonomic Group because of ambient air/water temperatures, water-levels or important life-history stages;



"Taxonomic Group" means the distinct group comprising one or more Species based on their taxonomic relationship and common approaches to mitigating adverse effects (i.e., fish, mussels, turtles, snakes, amphibians, birds or plants); and

"Work Zone" means the geographic area in the Municipality where an Activity in respect of one of the Drainage Works is being conducted.

- 1.2. For greater certainty, any defined terms that are not defined in section 1.1 have the same meanings as in the Agreement.

## **PART B. GENERAL MEASURES TO MINIMIZE ADVERSE EFFECTS**

### **2. Process Charts**

- 2.1. The general steps set out in this Part B are visually described in the Process Charts (Part E).

### **3. Review of Documentation**

- 3.1. Prior to conducting any Activities in respect of the Drainage Works the Municipality shall determine if conditions apply to the place, time or manner in which the Municipality wishes to pursue them by reviewing:
  - (a) the Sensitive Areas Maps (Part F) to determine if the Work Zone for the proposed Activities will occur within a Sensitive Area;
  - (b) the DFO Reference Guide for Fish and Mussel Species at Risk Distribution Maps: A Referral Review Tool for Projects Affecting Aquatic Species at Risk;
  - (c) the Seasonal Timing Windows Chart (Part G) to determine if the proposed Activities will occur during a Sensitive Period for one or more of the Taxonomic Groups; and
  - (d) the Process Charts to determine if prior notification is required;
  - (e) the mitigation measures for each applicable Taxonomic Group in Part C to determine what additional site-specific mitigation measures, if any, are required.
- 3.2. The Municipality shall document the results of the review undertaken in accordance with section 3.1 using the Monitoring and Reporting Form.

### **4. Sensitive Areas Maps**

- 4.1. The Sensitive Areas Maps contain sensitive information about the distribution of species at risk, are provided for the sole purpose of informing this Agreement and are not to be copied or distributed for any other purposes or to any other party without the prior written authorization of the MNR Designated Representative.

### **5. Prior Notification to Seek Direction**

- 5.1. If, after completing the review of documents described in section 3.1, the Municipality determines that the proposed Activities will be undertaken:
  - (a) in a place;
  - (b) at a time; or
  - (c) in a manner,that requires prior notification in accordance with the Process Charts, the Municipality shall provide prior notification to the MNR in order for the MNR to determine if the Municipality must undertake additional site-specific or Species-specific mitigation



measures to minimize adverse effects on the Species and, if applicable, to identify such measures.

- 5.2. The prior notification under section 5.1 shall include a completed Interagency Notification Form:
- (a) in respect of maintenance/repair where the proposed Activities are being undertaken pursuant to subsection 3(18) or section 74 of the *Drainage Act*; or
  - (b) in respect of construction/improvement where the proposed Activities are being undertaken pursuant to section 77 or 78 of the *Drainage Act*.
- 5.3. Where an Activity is undertaken in accordance with section 124 of the *Drainage Act* and would otherwise have required prior notification under section 5.1, the Municipality shall Contact the MNR by email prior to the commencement of the Activity, and complete and submit the applicable Interagency Notification Form within one week of the Activity's completion, unless otherwise directed in writing by the MNR Designated Representative.

## **6. General Mitigation Measures**

- 6.1. Notwithstanding that prior notification or additional mitigation measures may be required in accordance with this schedule, in undertaking any Activity at any time in respect of the Drainage Works the Municipality shall:
- (a) undertake the mitigation measures for sediment control and for erosion control and bank stabilization set out in The Drain Primer (Cliff Evanitski 2008) published by DFO (ISBN 978-0-662-48027-3), unless otherwise authorized in writing by the MNR Designated Representative;
  - (b) use net free, 100% biodegradable erosion control blanket for all erosion control or bank stabilization done in conjunction with their Activities or, if authorized in writing by the MNR Designated Representative, alternative erosion control blankets that provide equal or greater protection to individual Species; and
  - (c) where applicable, follow the guidelines set out in the following Ontario Operational Statements:
    - (i) Beaver Dam Removal;
    - (ii) Bridge Maintenance;
    - (iii) Culvert Maintenance;
    - (iv) Isolated Pond Construction;
    - (v) Maintenance of Riparian Vegetation in Existing Right of Ways; and
    - (vi) Temporary Stream Crossing.



## **PART C. TAXA-SPECIFIC MEASURES TO MINIMIZE ADVERSE EFFECTS**

### **ADDITIONAL MITIGATION MEASURES FOR FISH SPECIES**

#### **7. Activities undertaken in Sensitive Areas for Fish**

- 7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a fish Species, the Municipality shall contact the MNR to seek further direction.
- 7.2. Section 7.1 does not apply where the applicable Drainage Works are:
  - (a) in a naturally dry condition;
  - (b) classified as a Class F drain under DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
  - (c) a closed drain.

### **ADDITIONAL MITIGATION MEASURES FOR MUSSEL SPECIES**

#### **8. Activities undertaken in Sensitive Areas for Mussels**

- 8.1. Subject to section 8.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall contact the MNR to seek further direction.
- 8.2. Section 8.1 does not apply where the applicable Drainage Works are:
  - (a) in a naturally dry condition;
  - (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
  - (c) a closed drain.

### **ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES**

#### **9. Training and Required On Site Materials for Turtles**

- 9.1. The Municipality will ensure any person:
  - (a) involved in the capture, temporary holding, transfer and release of any turtle Species has received training in proper turtle handling procedures; and
  - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

#### **10. Activities undertaken in Sensitive Areas and Sensitive Periods for Turtles**

- 10.1. Subject to section 10.2, where a proposed Activity will occur in a Sensitive Area for any turtle Species and during a Sensitive Period for that Species, the Municipality shall:
  - (a) not undertake any Activities that include the excavation of sediment or disturbance to banks during the applicable Sensitive Period unless otherwise authorized;
  - (b) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative;
  - (c) avoid draw-down and de-watering of the Sensitive Area during the applicable Sensitive Period; and



- (d) if authorized by the MNR Designated Representative under (a) above to undertake Activities that include excavation of sediment or disturbance of banks, in addition to any other measures required under (b) above, ensure any person undertaking an Activity has at least two Holding Tubs on site at all times.

10.2. Section 10.1 does not apply where the applicable Drainage Works are:

- (a) in a naturally dry condition;
- (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
- (c) a closed drain.

#### **11. Measures for Encounters with Turtles During a Sensitive Period**

11.1. Where one or more individuals belonging to a turtle Species is encountered in the undertaking of an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:

- (a) capture and transfer all uninjured individuals of that Species into a Holding Tub;
- (b) capture and transfer all individuals injured as a result of the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals;
- (c) ensure that the Holding Tubs with the captured individuals are stored at a cool temperature to prevent freezing until the individuals can be transferred; and
- (d) immediately Contact the MNR to seek direction and to arrange for the transfer of the individual turtles.

#### **12. Measures for Encounters with Turtles Laying Eggs or Nest Sites**

12.1. Where one or more individuals belonging to a turtle Species laying eggs, or an active nest site of any turtle Species, is encountered in undertaking an Activity in a Work Zone, the Municipality shall:

- (a) not disturb a turtle encountered laying eggs and not conduct any Activities within 20 metres of the turtle while it is laying eggs;
- (b) collect any displaced or damaged eggs and capture any injured dispersing juveniles and transfer them to a Holding Tub;
- (c) store all captured injured individuals and collected eggs out of direct sunlight;
- (d) immediately Contact the MNR to seek direction and to arrange for the transfer of any injured individuals and eggs;
- (e) immediately stop any disturbance to the nest site and recover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (f) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (g) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (h) mark out the physical location of the nest site for the duration of the project but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (i) where there are no collected eggs or captured individuals, record relevant information and Contact the MNR within 72 hours to provide information on the location of the nest site.



### **13. Measures for Encounters with Turtles Outside of a Sensitive Period**

- 13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;
  - (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;
  - (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;
  - (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
  - (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

### **14. Release of Captured Individuals Outside of a Sensitive Period**

- 14.1. Where uninjured individuals are captured under section 13.1, they shall be released:
- (a) within 24 hours of capture;
  - (b) in an area immediately adjacent to the Drainage Works;
  - (c) in an area that will not be further impacted by the undertaking of any Activity; and
  - (d) not more than 250 metres from the capture site.
- 14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

### **15. Measures for Dead Turtles**

- 15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:
- (a) place any dead turtles in a Holding Tub outside of direct sunlight; and
  - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

## **ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES**

### **16. Training and Required On Site Materials for Snakes**

- 16.1. The Municipality will ensure any person:
- (a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and
  - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.



## **17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes**

- 17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.
- 17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:
- (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
  - (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and
  - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

## **18. Measures for Encounters with Snakes During a Sensitive Period**

- 18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
- (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
  - (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
  - (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
  - (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
  - (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

## **19. Measures for Encounters with Snake Nests**

- 19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:
- (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
  - (b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;
  - (c) place all cotton sacks with the captured injured individuals into a Holding Tub;



- (d) ensure that the Holding Tub with the captured injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

## **20. Measures for Encounters with Snakes Outside of a Sensitive Period**

20.1. Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:

- (a) follow the requirements in section 16;
- (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
- (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;
- (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;
- (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
- (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

## **21. Release of Captured Individuals Outside of a Sensitive Period**

21.1. Where uninjured individuals are captured under section 20.1, they shall be released:

- (a) within 24 hours of capture;
- (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
- (c) in an area that will not be further impacted by the undertaking of any Activity; and
- (d) not more than 250 metres from the capture site.



- 21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

## **22. Measures for Dead Snakes**

- 22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a snake Species within the Work Zone, the Municipality shall:
- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
  - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

## **ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS**

### **23. Activities Undertaken In Sensitive Areas for Herbaceous Plants**

- 23.1. Where a proposed Activity will occur that involves physical disturbance to vegetated banks or the killing and/or removal of vegetation through chemical or mechanical means in a Sensitive Area for any herbaceous plant Species, the Municipality shall:
- (a) undertake the Activity outside of the Sensitive Period, unless otherwise authorized;
  - (b) limit equipment access and operations to the side of the Drainage Works that will minimize disturbances where any of the plant Species occur;
  - (c) locate temporary storage sites for excavated sediments or bank materials on areas of open soil away from where any of the plant Species are likely to occur;
  - (d) not use any broad spectrum herbicides in Sensitive Areas; and
  - (e) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative.

## **ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES**

### **24. Additional Measures for Butternut**

- 24.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;
  - (b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;
  - (c) conduct Activities by:
    - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,
    - (ii) working around trees,







## APPENDIX "REI-C"







## **STANDARD SPECIFICATIONS** **FOR ACCESS BRIDGE CONSTRUCTION**

### **1. PRECAST CONCRETE BLOCK & CONCRETE FILLED JUTE BAG HEADWALLS**

After the Contractor has set the endwall foundations and the new pipe in place, it shall completely backfill same and install new precast concrete blocks or concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. All concrete used for headwalls shall be a minimum of 30 mPa at 28 days and include 6% +/- 1% air entrainment.

Precast concrete blocks shall be interlocking and have a minimum size of 600mmX600mmX1200mm. Half blocks shall be used to offset vertical joints. Cap blocks shall be a minimum of 300mm thick. A foundation comprising minimum 300mm thick poured concrete or precast blocks the depth of the wall and the full bottom width of the drain plus 450mm embedment into each drain bank shall be provided and placed on a firm foundation as noted below. The Contractor shall provide a levelling course comprising a minimum thickness of 150mm Granular "A" compacted to 100% Standard Proctor Density or 20mm clear stone, or a lean concrete as the base for the foundation. The base shall be constructed level and flat to improve the speed of installation. Equipment shall be provided as required and recommended by the block supplier for placing the blocks such as a swift lift device for the blocks and a 75mm eye bolt to place the concrete caps,. The headwall shall extend a minimum of 150mm below the invert of the access bridge culvert with the top of the headwall set to match the finished driveway grade, unless a 150mm high curb is specified at the edge of the driveway. To achieve the required top elevation, the bottom course of blocks and footing may require additional embedment into the drain bottom. The Contractor shall provide shop drawings of the proposed wall for approval by the Drainage Superintendent or Engineer prior to construction.

Blocks shall be placed so that all vertical joints are staggered. Excavation voids on the ends of each block course shall be backfilled with 20mm clear stone to support the next course of blocks above. Walls that are more than 3 courses in height shall be battered a minimum of 1 unit horizontal for every 5 units of vertical height. The batter shall be achieved by careful grading of the footing and foundation base, or use of pre-battered base course blocks. Filter cloth as specified below shall be placed behind the blocks to prevent the migration of any fill material through the joints. Backfill material shall be granular as specified below. Where the wall height exceeds 1.8 metres in height, a uni-axial geogrid SG350 or equivalent shall be used to tie back the walls and be installed in accordance with the manufacturer's recommendations. The wall face shall not extend beyond the end of the access bridge pipe. Non-shrink grout shall be used to fill any gaps between the blocks and the access bridge pipe for the full depth of the wall. The grout face shall be finished to match the precast concrete block walls as closely as possible.

When constructing the concrete filled jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall. The slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 305mm (12") in thickness.

The concrete filled jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, and extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 30 mPa at 28 days and shall include 6% ± 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in



the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 450mm (18") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken pieces of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Drainage Superintendent and the Engineer.

## **2. QUARRIED LIMESTONE ENDWALLS**

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

## **3. BRIDGE BACKFILL**

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Drainage Superintendent and Engineer.

## **4. GENERAL**

Prior to the work commencing, the Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Drainage Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.



When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, or the Municipality, the Engineer, and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

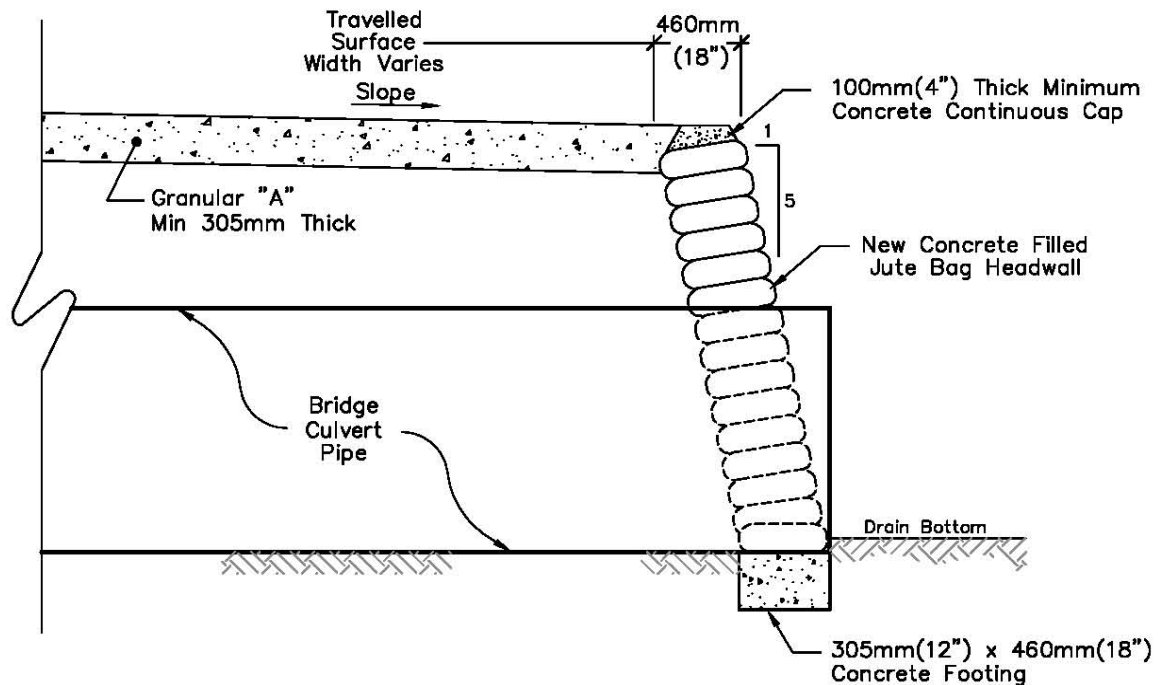
When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations and Ontario Traffic Manual Book 7.

Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

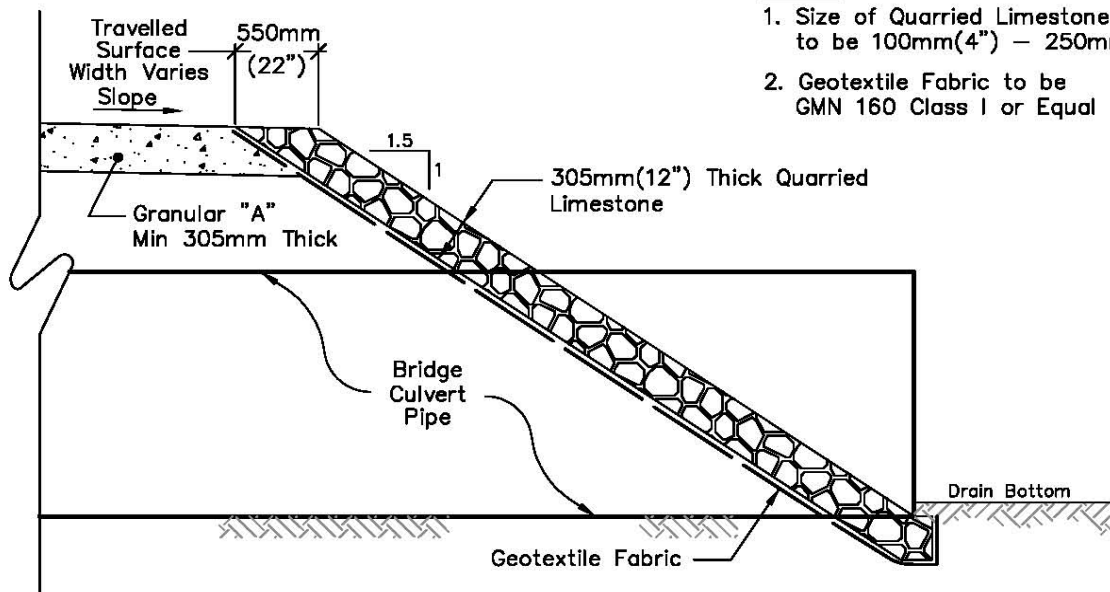
All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Drainage Superintendent and Engineer.





Typical Jute Bag Headwall



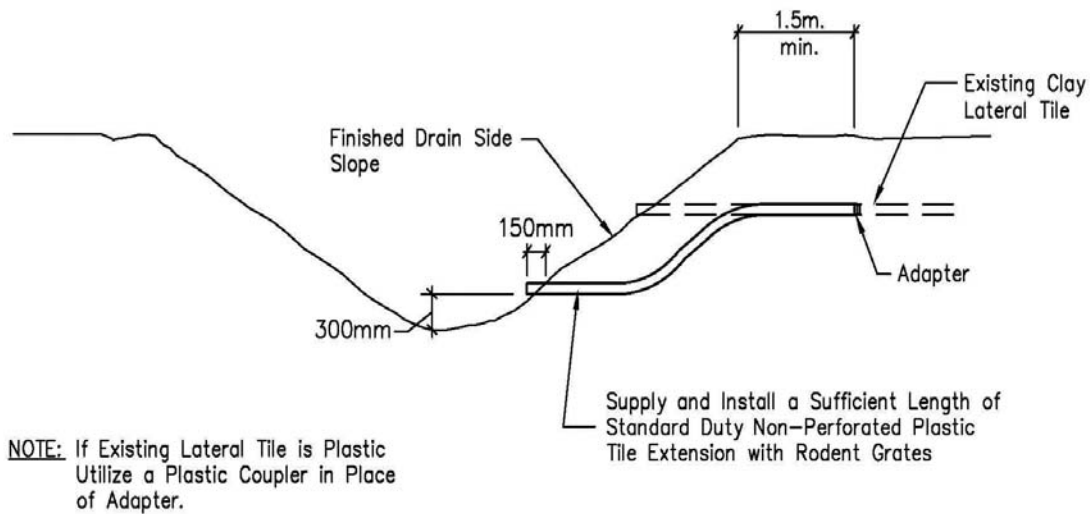
**NOTE:**

1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 Class I or Equal

Typical Quarried Limestone End Protection

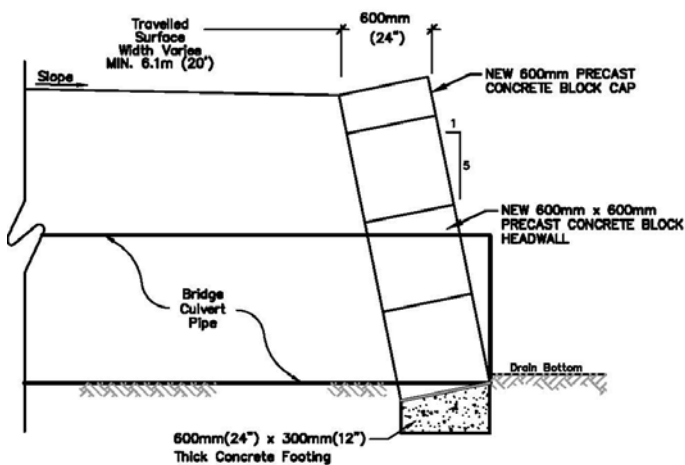
***Rood Engineering Inc.***  
**Consulting Engineers**  
 9 Nelson Street  
 Leamington, Ontario N8H 1G6  
 519-322-1621





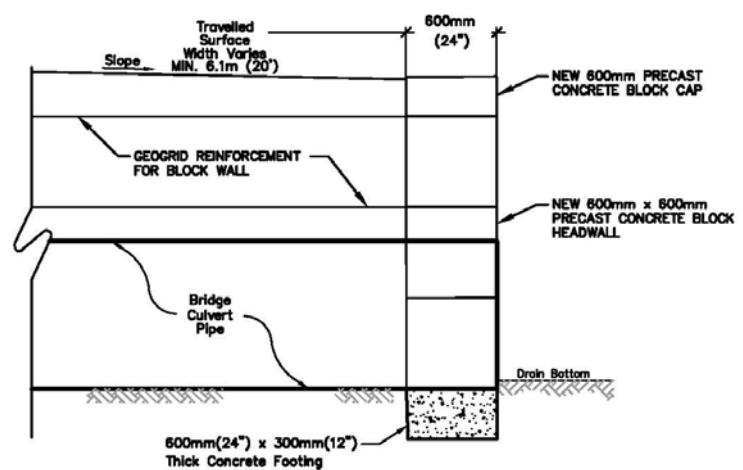
## STANDARD LATERAL TILE DETAIL

N.T.S.



**TYPICAL PRECAST CONCRETE BLOCK END PROTECTION**

Scale = N.T.S.



**TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION**

Scale = N.T.S.







## APPENDIX "REI-D"







**SECTION II**  
**SPECIFICATIONS**  
**FOR FISH SALVAGE**

**GENERAL**  
**SECTION 201**

The Work shall include the capture, salvage and release of fish that are trapped or stranded as the result of the Contractor's operations, at locations identified in the Fish Salvage Plan, and in co-operation with the Essex Region Conservation Authority (E.R.C.A.).

Fish capture shall be performed prior to dewatering, and in such manner that will minimize the injury to the fish.

**MATERIALS**  
**SECTION 202**

All materials required for fish capture, salvage and release shall be supplied by the Contractor.

**CONSTRUCTION**  
**SECTION 203**

The Contractor shall not commence any fish capture, salvage and release work until the Fish Salvage Plan has been accepted by the Consultant and the Conservation Authority. All work shall be performed in accordance with the Fish Salvage Plan unless otherwise determined by the Consultant or the Conservation Authority.

The Contractor shall ensure an ice-free pool is maintained throughout all fish capture and release operations.

All fish shall be captured within the area specified, and released at an acceptable location in the downstream water body. Fish shall be captured by electro fishing, netting, seining, trapping, or other method acceptable to the Consultant and/or the Conservation Authority.

**MEASUREMENT AND PAYMENT**  
**SECTION 204**

Payment for this Work will be made at the lump sum price bid for "Fish Capture and Release". The lump sum price will be considered full compensation for all labour, materials, equipment, tools and incidentals necessary to complete the Work to the satisfaction of the Consultant.







## APPENDIX "REI-E"







WATERSHED & BRIDGE PLAN  
OF THE  
**9TH CONCESSION ROAD DRAIN**  
(Geographic Township of Gosfield North)

IN THE  
**TOWN OF KINGSVILLE**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

*Gerard Road*  
GERARD ROAD, P.ENG.

**ROAD  
ENGINEERING  
INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621



DATE: APRIL 6TH, 2018

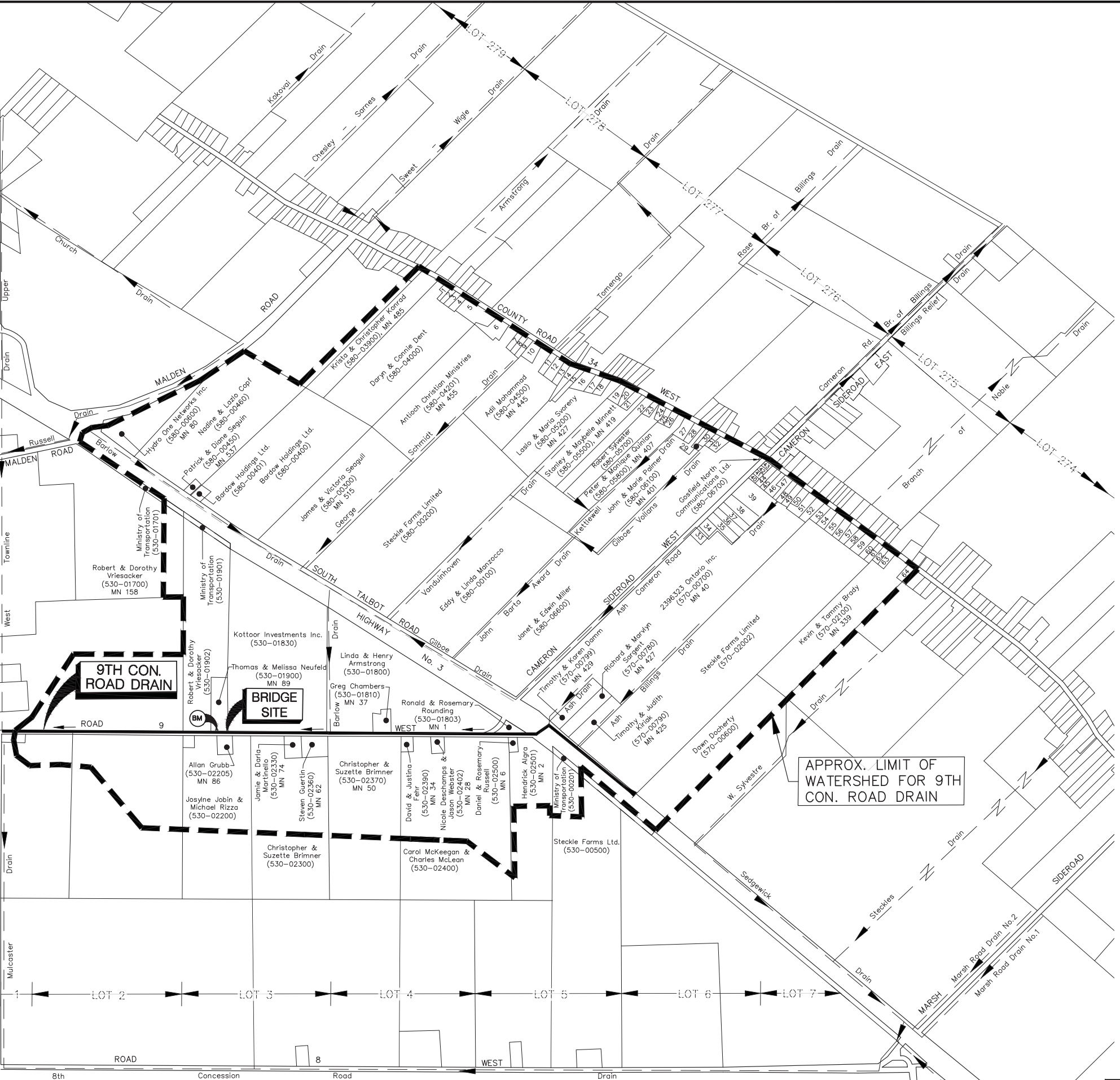
**TOWN OF KINGSVILLE**  
MAYOR: NELSON SANTOS  
CLERK: JENNIFER ASTROLOGO  
DRAINAGE  
SUPERINTENDENT: KEN VEGH

**BENCHMARKS:**

TOP OF NAIL SET IN THE SOUTH FACE OF HYDRO  
POLE LOCATED ON NORTH SIDE OF ROAD 9 WEST  
APPROX. 35.6 METRES WEST OF PROPOSED  
DRIVEWAY ACCESS TO M.N. 89

**ELEV. = 194.498m**

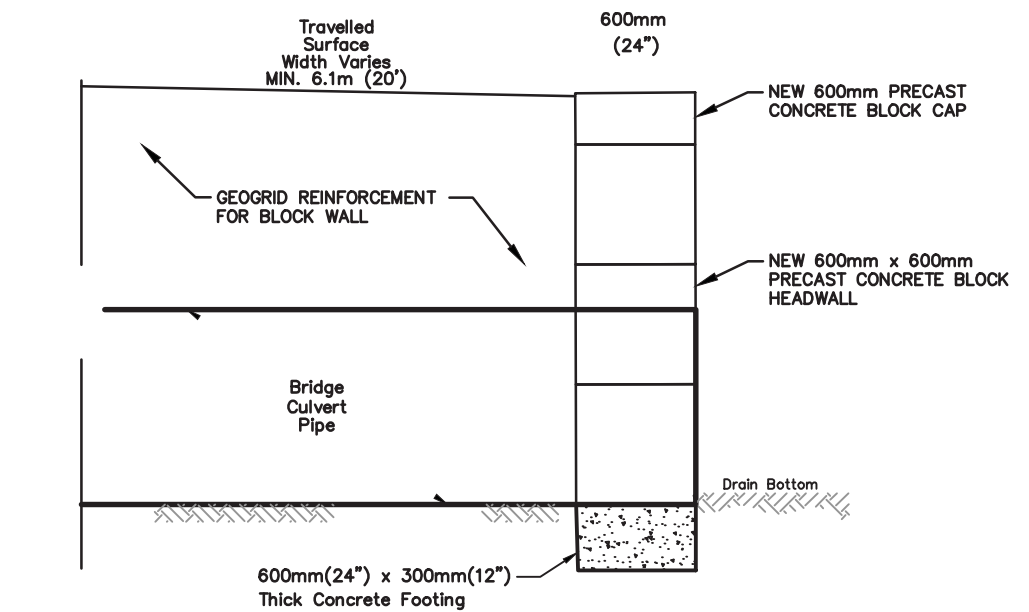
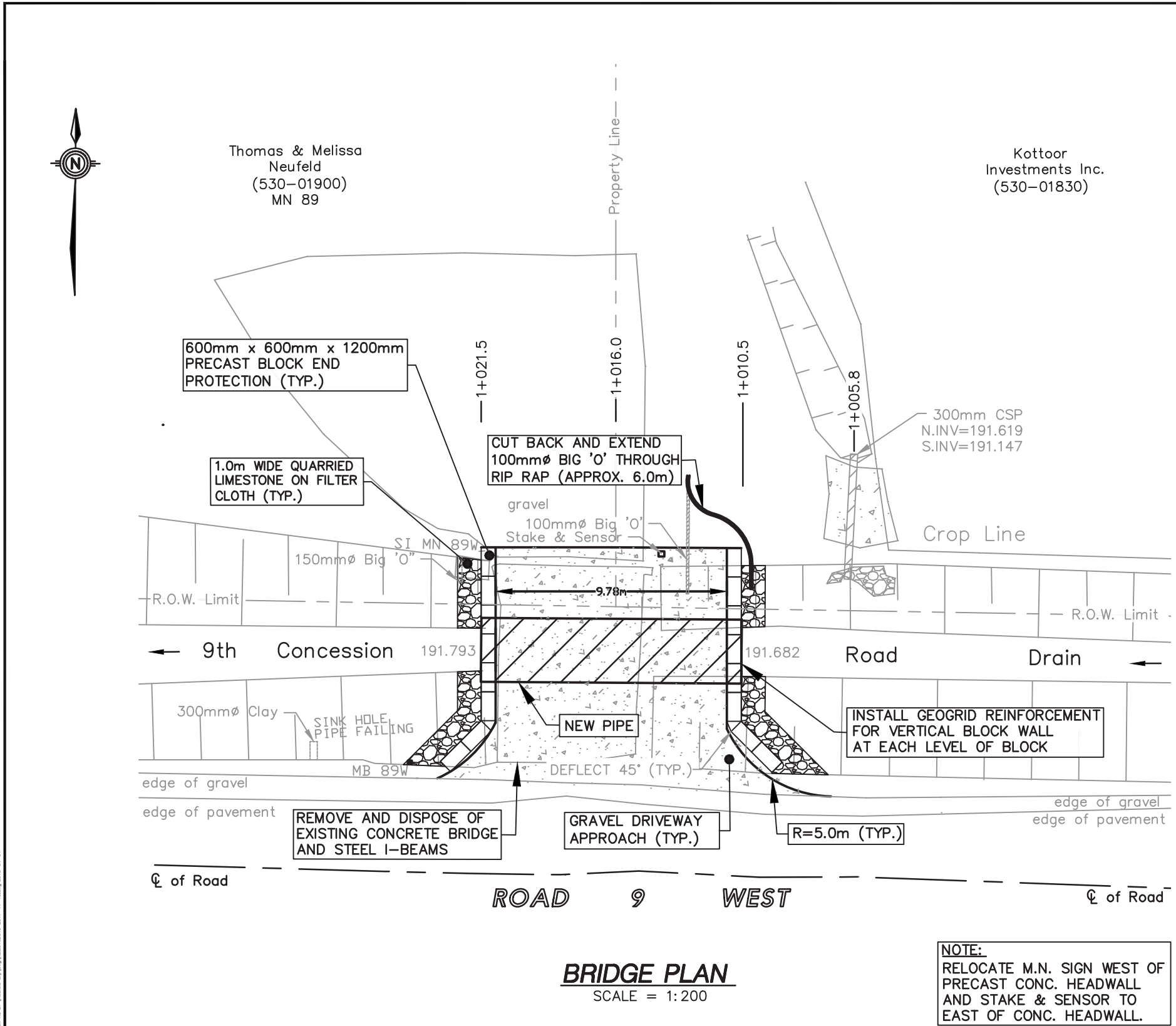
- |                                                           |                                                            |                                                             |
|-----------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------|
| 1. Marc & Michelle Rawlins<br>(580-04010), MN 479         | 22. Tyler & Christina Henricks<br>(580-05600), MN 417      | 43. Hermanus & Barbara Branje<br>(570-01200), MN 2          |
| 2. Sean O'Gorman & Katarina Pestaj<br>(580-04020), MN 477 | 23. George & Mary Poirier<br>(580-05650), MN 415           | 44. Crystal Anger & Tyler Martindale<br>(570-01300), MN 381 |
| 3. Kevin & Laurie Ingram<br>(580-04030), MN 475           | 24. Robert Sylvester<br>(580-05701), MN 413                | 45. Lydia & Murray Dietrich<br>(570-01400), MN 379          |
| 4. Martin & Katherine Gallant<br>(580-04040), MN 473      | 25. Jerry & Gabriella Sogaert<br>(580-05720), MN 411       | 46. Rheta Stevenson<br>(570-01500), MN 377                  |
| 5. Northridge Cemetery<br>(580-04100)                     | 26. Tricia Buhler<br>(580-05730), MN 409                   | 47. Paul Newman<br>(570-01600), MN 375                      |
| 6. Shirley & Joseph Galos<br>(580-04200), MN 459          | 27. Matthew & Lisa Plant<br>(580-05900), MN 405            | 48. Brian & Irene O'Neil<br>(570-01601), MN 373             |
| 7. Patrick & Bethany MacLachlan<br>(580-04300), MN 453    | 28. Michelle Ryckman<br>(580-06000), MN 403                | 49. Jose Fernandes<br>(570-01700), MN 371                   |
| 8. John Trepanier & Arley Hutchins<br>(580-04350), MN 451 | 29. Richard Wilschut<br>(580-06200)                        | 50. Jose & Sharon Fernandes<br>(570-01800), MN 369          |
| 9. Gary Burling & Kim Norton<br>(580-04400), MN 449       | 30. Richard & Christine Wilschut<br>(580-06300), MN 395    | 51. Richard & Pamela Bechard<br>(570-01900), MN 367         |
| 10. Gregory & Theresa Russell<br>(580-04410), MN 447      | 31. Brent Lee & Beverly Hamilton<br>(580-06400), MN 393    | 52. Donald & Anna Ouellette<br>(570-01901), MN 365          |
| 11. Gregory Gowanlock<br>(580-04590), MN 443              | 32. Josephine Swackhamer<br>(580-06500), MN 391            | 53. Edward Panjer & Tracy Blanchard<br>(570-01902), MN 363  |
| 12. Brian Neels<br>(580-04700), MN 441                    | 33. Daniel Poisson & Sherry Miller<br>(570-00710), MN 28   | 54. Andre & Jenna Mongeau<br>(570-01994), MN 361            |
| 13. Tom & Sheryl Jesso<br>(580-04800), MN 439             | 34. Romas & Nancy Kozulis<br>(570-00701), MN 24            | 55. Jeffrey & Kristen Tellier<br>(570-01996), MN 359        |
| 14. Domenic & Tony Viselli<br>(580-04900), MN 437         | 35. Rodney & Deborah Lambier<br>(570-00810), MN 22         | 56. David & Nancy Market<br>(570-01998), MN 357             |
| 15. Valerie & Alan Luscott<br>(580-05000), MN 435         | 36. Timothy & Arlene Willis<br>(570-00820), MN 20          | 57. Joseph & Marion Cichon<br>(570-02000), MN 355           |
| 16. Stefanie Anderson<br>(580-05100), MN 433              | 37. Thomas & Martha Perko<br>(570-00830), MN 18            | 58. Jose & Kleber Lecoq<br>(570-02020), MN 353              |
| 17. William & Stacey Brimmer<br>(580-05104), MN 431       | 38. Christopher & Brittany St. Louis<br>(570-00840), MN 16 | 59. Wayne & Lisa Tytgat<br>(570-02001), MN 351              |
| 18. Bradley Smith & Kelly Diemer<br>(580-05106), MN 429   | 39. Northridge Plastics Limited<br>(570-00800), MN 14      | 60. Douglas & Kerri Nemeth<br>(570-02003), MN 349           |
| 19. Gerald Allison & Vickie Smith<br>(580-05300), MN 425  | 40. Scott & Paola Finch<br>(570-00900), MN 8               | 61. Gregory & Tamara Yzerman<br>(570-02004), MN 347         |
| 20. Trevor & Stephanie Martin<br>(580-05350), MN 423      | 41. Paul Trembley & Constance Simpson<br>(570-01000), MN 6 | 62. Diane & Christopher Bezaire<br>(570-02080), MN 345      |
| 21. Jason & James Scratch<br>(580-05400), MN 421          | 42. Craig & Andrea Fischer<br>(570-01100), MN 4            | 63. Richard & Suzanne Dalton<br>(570-02090), MN 343         |
|                                                           |                                                            | 64. Chris Pretti<br>(570-02190), MN 337                     |



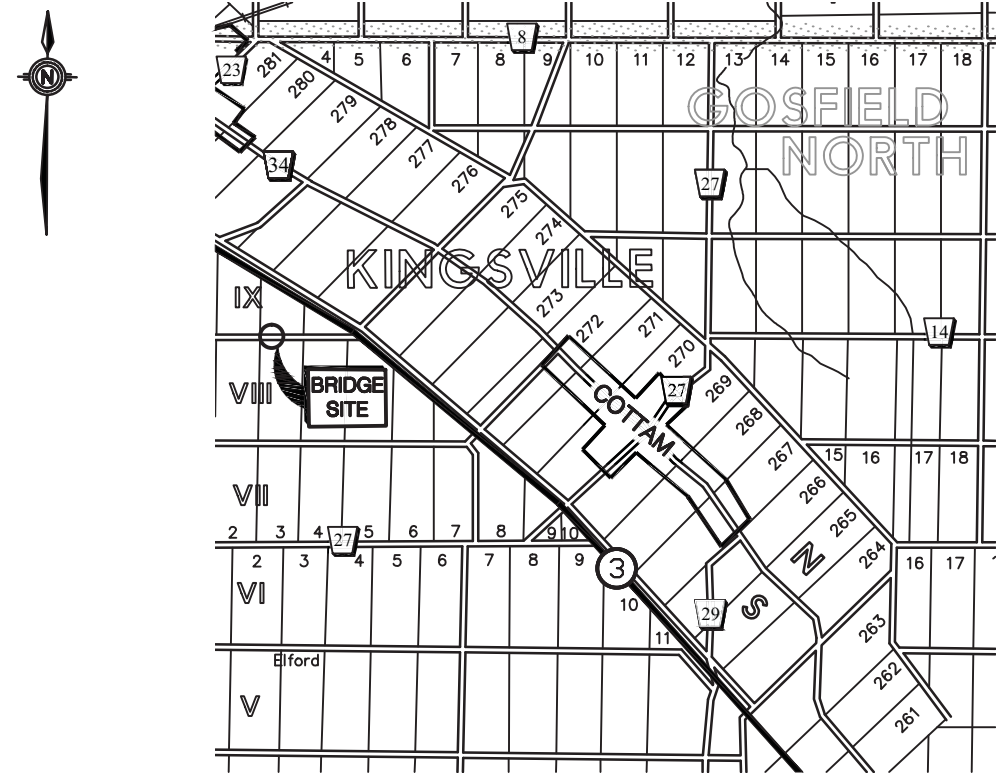
THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

DRAWN BY: L.V.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2016D015.DWG  
FILE No.: REI2016D015  
SHEET No.: 1 OF 2





**TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION**  
Scale = N.T.S.



**KEY PLAN**  
Scale = 1:100,000

<b>BENCHMARK:</b> TOP OF NAIL ON SOUTH FACE OF HYDRO POLE ON THE NORTH SIDE OF ROAD 9 WEST AND APROX. 20M WEST OF MN. 89 <b>ELEV. = 194.498m</b>					
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
2700mm	11.0m (36.10 FT.)	3.5 mm (10 GA.)	125x25mm (5"x 1")	ALUMINIZED C.S.P	UPSTREAM INV. (E) =191.412m DOWNSTREAM INV. (W) =191.408m CL TOP OF DRIVEWAY =194.661m DRAIN GRADE = 0.04%

**9TH CONCESSION ROAD DRAIN**  
Bridge for Thomas & Melissa Neufeld (530-01900) and Kottoor Investments Inc. (530-01830)  
(GEOGRAPHIC TOWNSHIP OF GOSFIELD NORTH)  
IN THE  
**TOWN OF KINGSVILLE**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**



**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: 2018-04-06

FILE No.: <b>2016D015</b>	DRAWN BY: L.V. PLOT CODE: 1:1 FILE: REI2016D015.DWG	APPENDIX 'E' <b>2 OF 2</b>
------------------------------	-----------------------------------------------------------	-------------------------------



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 59-2018

---

***Being a by-law to provide for the construction of  
a bridge over the 9<sup>th</sup> Concession Road Drain  
Owner: Thomas & Melissa Neufeld and Kottoor Investments Inc.  
[530-01900 & 530-01830]  
in the Town of Kingsville, in the County of Essex***

**WHEREAS** the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act* for the bridge construction over the 9<sup>th</sup> Concession Road Drain;

**AND WHEREAS** the report dated April 6<sup>th</sup>, 2018 has been authored by Gerard Rood, P. Eng. and the attached report forms part of this by-law;

**AND WHEREAS** \$59,750.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

**AND WHEREAS** Council is of the opinion that the report of the area is desirable;

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE, PURSUANT TO THE DRAINAGE ACT ENACTS AS FOLLOWS:**

**1. AUTHORIZATION**

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

**2. BORROWING**

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$59,750.00 being the amount necessary for the completion of the drainage works.

**3. DEBENTURES**

The Corporation may arrange for the issue of debenture(s) on its behalf for the amount borrowed less the total amount of:

- a) Grants received under section 85 of the *Drainage Act*;
- b) Monies paid as allowances;
- c) Commuted payments made in respect of lands and roads assessed with the municipality;
- d) Money paid under subsection 61(3) of the *Drainage Act*; and
- e) Money assessed in and payable by another municipality.

**4. PAYMENT**

Such debenture(s) shall be made payable within 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$59,750.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to ~~pay~~ <sup>200</sup> the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town



of Kingsville in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.

- 3) All assessments of \$100.00 or less are payable in the first year in which the assessments are imposed.

## **5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS**



**6. CITATION**

This by-law comes into force on the passing thereof and may be cited as the “Bridge over the 9<sup>th</sup> Concession Road Drain – Thomas & Melissa Neufeld and Kottoor Investments Inc. [530-01900 & 530-01830]” by-law.

**READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**

**READ A THIRD TIME AND FINALLY PASSED ON THIS     DAY OF     , 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**



**NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING:  
ZONING BY-LAW AMENDMENT**

**APPLICATION:** **ZONING BY-LAW AMENDMENT FILE ZBA/08/18**  
**(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)**

**OWNER:** **Great Northern Seedlings**

**LOCATION OF PROPERTY:** **1507 Road 3 E**  
**Part of Lot 9, Concession 2 ED, Parts 1 & 2, PL 12R**  
**16606**

**PURPOSE OF APPLICATION:** The subject land is a 7.3 ha (18 ac.) farm parcel containing approximately 2.2 ha (5.5 ac.) of greenhouse along with support facilities. The property also has site plan approval for up to an addition 2.95 ha (7.29 ac.) of greenhouse. (See attached map) The applicant is seeking approval of an amendment to permit the growing of medical marihuana in the existing greenhouse. In 2015 Council approved an amendment to the Kingsville Official Plan and supporting zoning amendment which added provisions to the zoning under Section 4.46. The main requirements is that medical marihuana may be considered a permitted use on agricultural properties on a site-specific basis in existing greenhouses but subject to certain requirements. (See 4.46 attached) The subject property has an approved site plan, however, in order to permit the proposed use relief in part or in whole will need to be granted from Section c), d), e) g) and i).

A **PUBLIC MEETING** OF COUNCIL will be held on:

**WHEN:** **May 28, 2018**  
**WHERE:** Town of Kingsville Municipal Building (Council Chambers)  
**TIME:** **7:00 p.m.**

Your comments on these matters are important. If you have comments on this application, they may be forwarded by phone, email, or mail to the attention of: **Robert Brown, Manager, Planning Services**, 2021 Division Road North, Town of Kingsville, ON N9Y 2Y9. Comments and opinions submitted on these matters, including your name and address, may become part of the public record and may be viewed by the general public and may be published in a planning report or reproduced in a Council agenda and/or minutes.

**IF A PERSON** or public body does not make oral submissions at the public meeting or make written submissions to Council before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council to the Ontario Municipal Board.

**IF A PERSON** or public body does not make oral submissions at the public meeting, or make written submission to Council before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

**ADDITIONAL INFORMATION** relating to this matter is available for review at the Kingsville Municipal Office during regular office hours.

**DATED AT**  
**THE TOWN OF KINGSVILLE**  
**on May 7, 2018.**

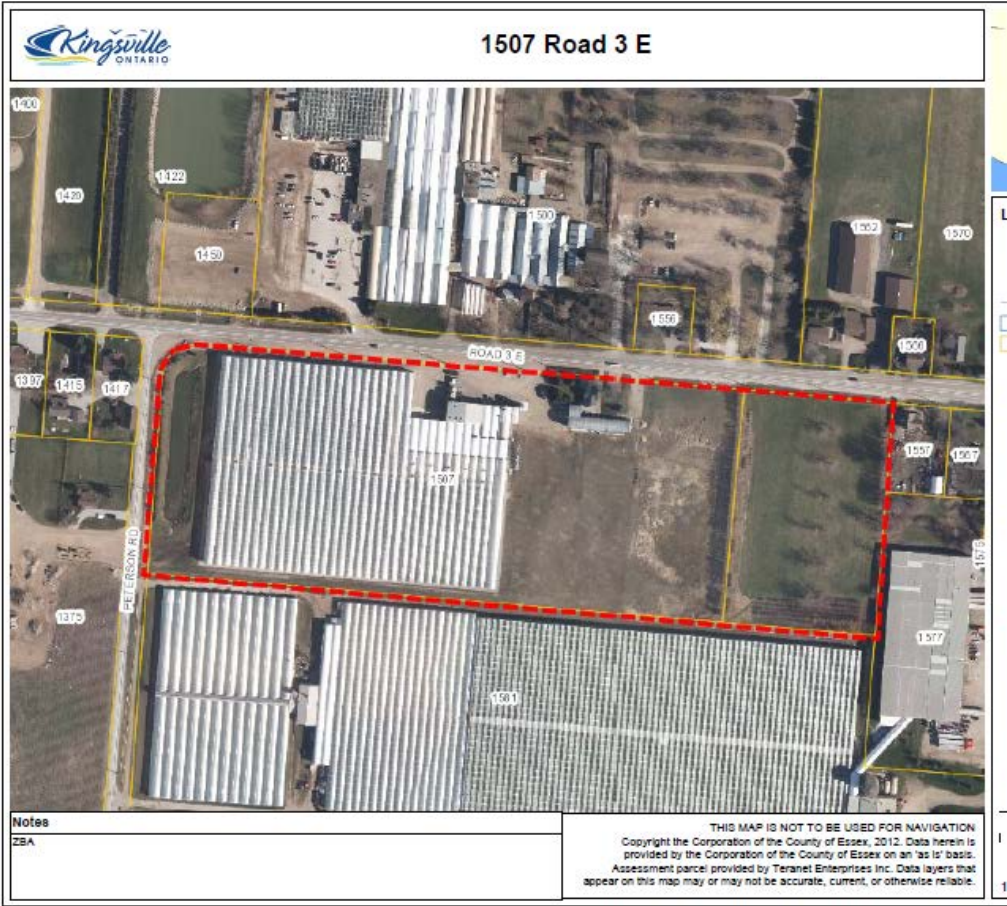
**Robert Brown, H. Ba, MCIP, RPP**  
**519-733-2305 (x 250)**  
**rbrown@kingsville.ca**



4.46 Medical Marihuana Production Facilities

By-law 129-2015	Notwithstanding other provisions of this By-law to the contrary, the following provisions and regulations <i>shall</i> apply to medical marihuana production facilities:
--------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- a) Require a current and valid Medical Marihuana production license issued by Health Canada under the Marihuana for Medical Purposes Regulations (MMPR) as amended from time to time or any subsequent legislation which *may* be enacted in substitution thereof;
- b) Site Plan control *shall* apply to any *medical marihuana production facility* proposed within an *existing* or future *building(s)*. In addition to all other requirements pursuant to the Planning Act, R.S.O. 1990, c.P. 13 and the Town of Kingsville Site Plan Control By-law, the Town will require, at the owner's sole expense, any study/studies that will satisfy any additional concerns that the Town of Kingsville or any other commenting agency *may* have with regard to security, emanating odours, provision of municipal services and stormwater/wastewater management;
- c) Prohibit *residential uses* on *lots* having a *medical marihuana production facility*;
- d) Prohibit a *medical marihuana production facility* as a *secondary/accessory use*;
- e) *Secondary/accessory uses* must be 100% associated with the *medical marihuana production facility*;
- f) Require a *minimum distance separation* of 100m (328 ft) between a *medical marihuana production facility* and any lands Zoned for residential, recreational or *institutional uses*;
- g) Require a *minimum distance separation* of 100m (328 ft) between a *medical marihuana production facility* and any *structure* currently used for residential or institutional purpose (*dwelling, schools, churches, etc.*);
- h) Require that no outdoor signage or advertising *shall* be *permitted* that references cannabis, marihuana, or any other depiction of such, including on any *vehicle* associated with the *medical marihuana production facility*; and,
- i) Require that the *use of a medical marihuana production facility* on a *lot* not co-exist with any other *use* on the *lot*.
- j) *Shall* not be considered on any lands that are within 250m of Lake Erie.







2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 11, 2018

**To:** Mayor and Council

**Author:** Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

**RE:** Application for Zoning By-law Amendment ZBA/08/18  
1507 Road 3 E  
Part of Lot 9, Concession 2 ED, Parts 1 & 2, PL 12R 16606

**Report No.:** PDS 2018-023

---

## **AIM**

To provide Council with information regarding a request for a zoning amendment to permit a medical marihuana production facility as a permitted use and address relief or exemption from certain provisions under Section 4.46 of the Kingsville Zoning By-law.

## **BACKGROUND**

In April of 2014 Council approved new Official Plan policies to address the pending changes to Federal legislation governing the growing of medical marihuana which was transitioning from individual or designated growers to a commercial based industrial type of format. The ultimate intention of the change was to provide better quality control and reduce the amount of 'surplus production' from the individual or designated growing be diverted to the illegal drug trade. This change in the legislation was eventually challenged by individual and designated growers as reducing access to medical marihuana. The courts ruled in their favour and the Federal government was forced to amend the new legislation to incorporate regulations for both the new commercial production, or Part 1 licensing and individual or designated growers, or Part 2 licensing under what is now referred to as the Access to Cannabis for Medical Purpose Regulations (ACMPR).

Under the ACMPR Part 1 regulations anyone seeking to obtain a Part 1 license must get confirmation from the municipality in which they are proposing to locate that the production of medical marihuana is a permitted use and will be in compliance with any applicable regulations that the municipality has established for such a use. In Kingsville, Official Plan Amendment No. 3 established policies in the Official Plan for consideration of medical



marihuana production. The implementing zoning by-law (129-2015) outlines the specific regulations but only for a Part 1 license.

Part 2 licensing under the ACMPR does not require any confirmation from local municipalities regarding the growing of medical marihuana by an individual or designated grower regardless of location.

## **DISCUSSION**

The proposal specific to the subject property at 1507 Road 3 E is to add a medical marihuana production facility as a permitted use utilizing up to 5.2 ha (12.8 acre) of existing or approved greenhouse. (See Appendix A) For the proposal to proceed a zoning amendment is required to first permit a medical marihuana production facility (MMPF) as an additional site-specific permitted use on the subject property. Secondly, based on a review of the requirements under Section 4.46 of the Kingsville Zoning By-law partial relief or exemption is required from certain provisions, the details of which are outlined in the zoning section of this report.

### **1) Provincial Policy Statement (PPS), 2014:**

Both the Ministry of Municipal Affairs and Ontario Ministry of Agriculture, Food and Rural Affairs have recognized that medical marihuana production can be considered an agricultural use similar to a greenhouse or winery. As such the proposed zoning amendment would be consistent with Provincial Policy Section 2.3.

### **2) County of Essex Official Plan**

There are no issues of County significance raised by the application.

### **3) Town of Kingsville Official Plan**

The subject property is designated 'Agriculture'. The proposed application to rezone the parcel is for the retrofit or replace of an existing greenhouse operation which is consistent with the MMPF policies develop through Official Plan Amendment #3.

### **4) Comprehensive Zoning By-law – Town of Kingsville**

The subject parcel is zoned 'Agriculture Zone 1, (A1)' by the Kingsville Zoning By-law. The specific zoning amendment required for the subject property is as follows:

- i) permit medical marihuana as a permitted use in the agricultural zoning specific to the subject property;

Comment: The Official Plan Amendment #3 specific to MMPF outlined that for an existing greenhouse facility to be used for medical marihuana production a site-specific zoning amendment would be required to permit that use. The Kingsville Zoning By-law was specifically amended as part of the implementation of the MMPF Official Plan policies to clearly outline in the Zoning By-law that medical marihuana production was not included as an agricultural use. Therefore, an amendment is necessary to add it to the specific zoning on the subject property.



Grant relief or exemption from the following Sections of 4.46 (Medical Marihuana Production Facilities - MMPF):

- i. item c) which prohibits residential uses on lots having medical marihuana production facilities;

Comment: To prohibit a residential use on an agricultural lot which is operating an agricultural use is not standard practice save and exception the prohibition of dwelling on lands that have been the subject of a surplus dwelling severance. In similar fashion a residential use is not prohibited on a farm parcel with a livestock operation. The assumption in this case would be that the resident in the dwelling is either the farmer or farm help who are aware of the impacts of the use.

- ii. item d) which prohibits a MMPF as a secondary /accessory use;

Comment: Anything of an agricultural nature, growing crops, raising livestock etc. is not considered an accessory use or even secondary it is part of a diversified agricultural operation. However, since the applicant may continue to utilize the other greenhouse facilities in the interim for continued vegetable production it is important to clarify this point.

- iii. item e) outlines that secondary/accessory uses must be 100% associated with the MMPF;

Comment: By definition the proposed facility on the subject property will not have any secondary or accessory uses associated with the MMPF.

- iv. item g) which requires a minimum distance separation of 100 m (328 ft.) between a MMPF and any structure currently used for residential or institutional purposes (dwellings, schools, churches etc.)

Comment: The 100 m (328 ft.) setback was established based on an MOECC best practices standard for the location of light industrial uses which is 70 m (230 ft.) This was then rounded to 100 m as a precautionary measure given the absence of real world potential impact from a MMPF. As there has been some limited experience with Part 2 operations in Kingsville and the Aphria operations in Leamington the principle impact has become evident in the form of odour generation. This has more recently been further confirmed in consultation with other areas that also see interest in or development of medical marihuana facilities.

There are existing dwellings to the north, south and east which are or could be located within the required 100 m setback. Based on consultation on similar applications it has been outlined that odour can be controlled through the use of charcoal filtration on ventilation fans and openings and cloaking or scent smell masking can also be used in other areas. Odour control in the growing area may not be 100% as such it is important for these areas to comply with the 100 m setback. If existing



greenhouse growing areas are located less than 100 m from an off-site residential use these areas may have to remain dark, not utilized, or demonstrate that minor reductions in the setback can be appropriately mitigated. In this case the applicant has no immediate plans for medical marihuana as such it is suggested that the 100 m requirement for the off-site dwellings not be reduced. Mapping has been provided (Appendix C) which shows the impact of the 100 m setback on the existing greenhouse as well as areas of potential expansion. Due to the proximity of a number of dwellings there will be limitations on both the existing greenhouse at the west end and on the vacant lands to the east if expansion is proposed.

- v. item i) require that the use of a MMPF on a lot not co-exist with any other use on the lot.

Comment: This is a limiting provision in the context of the definition of a MMPF. During the original development of the MMPF policies it was assumed that these facilities would be in industrial areas in large industrial buildings utilizing 100% artificial growing environments. These types of facilities draw a significant amount of energy through the use of grow lights. Now that greenhouse growing has become a possible alternative, utilizing nature light and supplementing with artificial it provides an alternative crop for greenhouse growers. However, as with any business, particularly farming, restrictions, which limit production to a single crop, limit the owner's ability to diversify the business. The limitation also would appear to be inconsistent with Provincial Policy that notes in Section 2.3.3 Permitted Uses, 2.3.3.1 states that, 'In prime agricultural areas permitted use and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses. Section 2.3.3.2 also noted, 'In prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.'

With the above items in mind the zoning on the property will be amended to permit a MMPF on the subject lands. The amendment will also address each of the provisions in Section 4.46 which require relief or amendment as follows:

- i) item c) will be amended to permit residential uses accessory to or supportive of the agricultural uses on-site, including a MMPF;
- ii) item d), e) and i) will not be applicable to the subject property
- iii) item g) will be amended to exempt on-site residential uses from the 100 m setback requirement.

As a final note regarding the zoning it is important to understand that the approval of the requested zoning on the property does not automatically permit a MMPF to start operations. Item a) of Section 4.46 requires the applicant to have a current valid Part 1 license issued by Health Canada prior to starting production. The applicants are aware of this and would need to proceed with the licensing process if the requested amendment is approved and they move forward with establishment of a MMPF.



## Site Plan Approval

As per Section 4.46 b) site plan control is to apply to MMPF. As noted above the applicant is not proceeding at the present time with a MMPF but rather planning for the future. Once plans are in place and the licensing process started the applicant should initiate the site plan amendment process. At that time issues such as fencing, lighting and odour control will be incorporated as part of the amending agreement.

## LINK TO STRATEGIC PLAN

Support growth of the business community.

## FINANCIAL CONSIDERATIONS

There are no financial considerations for this application at this time.

## CONSULTATIONS

In accordance to O. Reg 545/06 of the *Planning Act*, property owners within 120m of the subject site boundaries received the Notice of Open House/ Public Meeting by mail. Information of the proposed amendment was also posted to the Town website.

At the time of writing, no public comment has been received.

### Agency & Administrative Consultations

In accordance with O. Reg 545/06 of the *Planning Act*, Agencies and Town Administration received the Notice of Public Meeting by email.

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none"><li>• Comment is attached as Appendix B</li><li>• No objections</li></ul>
County of Essex	<ul style="list-style-type: none"><li>• No comment is expected from the County</li></ul>
Town of Kingsville Management Team	<ul style="list-style-type: none"><li>• The Management Team has reviewed the request amendment and has not expressed any objections. Any new items such as lighting, odour and fencing location will be addressed at the site plan amendment stage.</li></ul>



## RECOMMENDATION

It is recommended that Council approve zoning by-law amendment ZBA/08/18 to permit a medical marihuana production facility on property located at 1507 Road 3 E and address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law.

*Robert Brown*

Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer









regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West  
Suite 311, Essex, ON N8M 1Y6

April 23, 2018

Mr. Robert Brown, Manager of Planning & Development Services  
The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville ON N9Y 2Y9

Dear Mr. Brown:

RE: Zoning By-Law Amendment ZBA-08-18  
1507 ROAD 3 EAST  
ARN 371130000033000; PIN: 751450323  
Applicant: Great Northern Seedlings

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-08-18. The applicant is requesting to add an additional use of "medical marihuana facility" to the subject lands. It is our understanding through the information circulated, that the production of medical marihuana would be contained to within the existing greenhouse facility.

#### **NATURAL HAZARD POLICIES OF THE PPS, 2014**

We have reviewed our floodline mapping for this area and it has been determined this site is **not** located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the *Conservation Authorities Act*). As a result, a permit is not required from ERCA for issues related to Section 28 of the *Conservation Authorities Act*, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulations under the *Conservations Authorities Act*, (Ontario Regulation No. 158/06).

#### **WATER RESOURCES MANAGEMENT**

We acknowledge that the subject application is for the purpose of adding 'medical marihuana production' as a permitted use to the existing greenhouse facility, in which we would have no objections. It is our understanding that any future changes to the greenhouse facility would be subject to the site plan control process. Therefore, we will defer any stormwater management comments until such time that a proposal is circulated with specific changes to the original development.

#### **NATURAL HERITAGE POLICIES OF THE PPS 2014**

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.





Mr. Brown  
April 23, 2018

**FINAL RECOMMENDATION**

We have no objection to this application for Zoning By-law Amendment.

If you have any questions or require any additional information, please contact the undersigned.

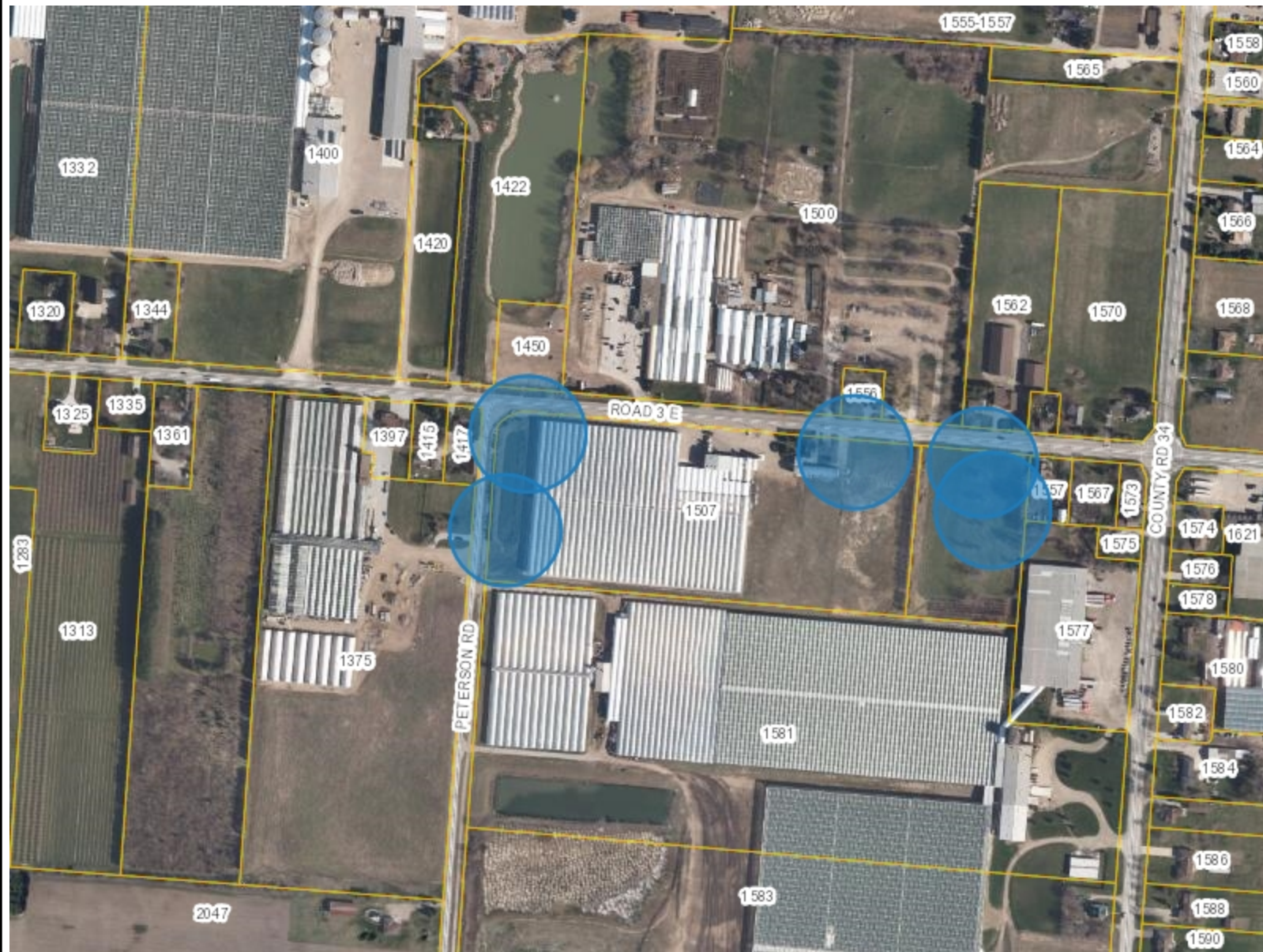
Sincerely,

A handwritten signature in black ink, appearing to read 'Corinne', with a large, flowing loop at the end.

Corinne Chiasson  
*Resource Planner*  
/cor



# 100 m Impact Areas



## Legend

### Essex Municipalities

<all other values>

Kingsville

Street

Severance

Kingsville Assessment

## Notes

Great Northern

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Copyright the Corporation of the County of Essex, 2012. Data herein is provided by the Corporation of the County of Essex on an 'as is' basis. Assessment parcel provided by Teranet Enterprises Inc. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

0 88.42 176.8 Meters

1: 5,305



5/15/2018



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 63-2018

---

### **Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville**

**WHEREAS** By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

**AND WHEREAS** the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

### **NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. That Subsection 7.1 e) AGRICULTURE ZONE 1 A1 EXCEPTIONS is amended with the addition of the following new subsection:

#### **7.1.65 'AGRICULTURE ZONE 1 EXCEPTION 66 (A1-66)'**

- a) For lands shown as A1-66 on Map 53 Schedule "A" of this By-law.

- b) **Permitted Uses**

- i) Those uses permitted under Section 7.1;
  - ii) A medical marihuana production facility (MMPF)

- c) **Permitted Buildings and Structures**

- i) Those buildings and structures permitted under Section 7.1 in the (A1) zone;
  - ii) Buildings and structures accessory to the permitted uses.

- d) **Zone Provisions**

All lot and building requirements for the permitted buildings and structures shall be in accordance with Section 7.1 of this By-law.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: A residential use accessory to or supportive of the agricultural uses on-site, including a MMPF is permitted
  - ii) Items d), e) and i) are not applicable to lands zoned A1-66;
  - iii) Item g) shall not be applicable to on-site residential uses including a bunkhouse on the lands zoned A1-66.



All other items listed under Section 4.46 remain applicable to lands zoned A1-66.

- 2. Schedule "A", Map 53 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as, Part of Lot 9, Concession 2 ED, and locally known as 1507 Road 3 E as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 66 (A1-66)'.
- 3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**


\_\_\_\_\_  
**CLERK, Jennifer Astrologo**





Schedule 'A'



Part of Lot 9, Concession 2 ED  
1507 Road 3 E  
Zoning By-law Amendment ZBA/08/18

 N

 0 37.5 75 150 225 300 Meters

 Schedule "A", Map 53 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 66 (A1-66)'



## NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING: ZONING BY-LAW AMENDMENT

**APPLICATION:** **ZONING BY-LAW AMENDMENT FILE ZBA/09/18**  
(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)

**OWNERS:** **Giovanni & Franca Vespa**

**LOCATION OF PROPERTY:** **1000 County Road 34**  
**Part of Lot 258, NTR, Part 1, PL 12R 3375**

**PURPOSE OF APPLICATION:** The subject land is a 20 ha (49.4 ac.) farm parcel containing approximately 1.23 ha (3.05 ac.) of greenhouse along with support facilities. The property also has site plan approval from 2014 which was for the expansion of the service building. (See attached plan) The applicant is seeking approval of an amendment to permit the growing of medical marihuana in the existing greenhouse. In 2015 Council approved an amendment to the Kingsville Official Plan and supporting zoning amendment which added provisions to the zoning under Section 4.46. The main requirements is that medical marihuana may be considered a permitted use on agricultural properties on a site-specific basis in existing greenhouses but subject to certain requirements. (See 4.46 attached) The subject property has an approved site plan, however, in order to permit the proposed use relief in part or in whole will need to be granted from Section c), d), e) g) and i).

A **PUBLIC MEETING** OF COUNCIL will be held on:

**WHEN:** **May 28, 2018**  
**WHERE:** Town of Kingsville Municipal Building (Council Chambers)  
**TIME:** **7:00 p.m.**

Your comments on these matters are important. If you have comments on this application, they may be forwarded by phone, email, or mail to the attention of: **Robert Brown, Manager, Planning Services**, 2021 Division Road North, Town of Kingsville, ON N9Y 2Y9. Comments and opinions submitted on these matters, including your name and address, may become part of the public record and may be viewed by the general public and may be published in a planning report or reproduced in a Council agenda and/or minutes.

**IF A PERSON** or public body does not make oral submissions at the public meeting or make written submissions to Council before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council to the Ontario Municipal Board.

**IF A PERSON** or public body does not make oral submissions at the public meeting, or make written submission to Council before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

**ADDITIONAL INFORMATION** relating to this matter is available for review at the Kingsville Municipal Office during regular office hours.

**DATED AT**  
**THE TOWN OF KINGSVILLE**  
**on May 7, 2018.**

**Robert Brown, H. Ba, MCIP, RPP**  
**519-733-2305 (x 250)**  
**rbrown@kingsville.ca**



#### 4.46 Medical Marihuana Production Facilities

By-law  
129-2015

Notwithstanding other provisions of this By-law to the contrary, the following provisions and regulations *shall* apply to medical marihuana production facilities:

- a) Require a current and valid Medical Marihuana production license issued by Health Canada under the Marihuana for Medical Purposes Regulations (MMPR) as amended from time to time or any subsequent legislation which *may* be enacted in substitution thereof;
- b) Site Plan control *shall* apply to any *medical marihuana production facility* proposed within an *existing* or future *building(s)*. In addition to all other requirements pursuant to the Planning Act, R.S.O. 1990, c.P. 13 and the Town of Kingsville Site Plan Control By-law, the Town will require, at the owner's sole expense, any study/studies that will satisfy any additional concerns that the Town of Kingsville or any other commenting agency *may* have with regard to security, emanating odours, provision of municipal services and stormwater/wastewater management;
- c) Prohibit *residential uses* on *lots* having a *medical marihuana production facility*;
- d) Prohibit a *medical marihuana production facility* as a *secondary/accessory use*;
- e) *Secondary/accessory uses* must be 100% associated with the *medical marihuana production facility*;
- f) Require a *minimum distance separation* of 100m (328 ft) between a *medical marihuana production facility* and any lands Zoned for residential, recreational or *institutional uses*;
- g) Require a *minimum distance separation* of 100m (328 ft) between a *medical marihuana production facility* and any *structure* currently used for residential or institutional purpose (*dwellings, schools, churches, etc.*);
- h) Require that no outdoor signage or advertising *shall* be *permitted* that references cannabis, marihuana, or any other depiction of such, including on any *vehicle* associated with the *medical marihuana production facility*; and,
- i) Require that the *use* of a *medical marihuana production facility* on a *lot* not co-exist with any other *use* on the *lot*.
- j) *Shall* not be considered on any lands that are within 250m of Lake Erie.







2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 11, 2018

**To:** Mayor and Council

**Author:** Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

**RE:** Application for Zoning By-law Amendment ZBA/09/18  
1000 County Road 34  
Part of Lot 258, Concession NTR, Part 1, PL 12R 3375

**Report No.:** PDS 2018-024

---

## **AIM**

To provide Council with information regarding a request for a zoning amendment to permit a medical marihuana production facility as a permitted use and address relief or exemption from certain provisions under Section 4.46 of the Kingsville Zoning By-law.

## **BACKGROUND**

In April of 2014 Council approved new Official Plan policies to address the pending changes to Federal legislation governing the growing of medical marihuana which was transitioning from individual or designated growers to a commercial based industrial type of format. The ultimate intention of the change was to provide better quality control and reduce the amount of 'surplus production' from the individual or designated growing be diverted to the illegal drug trade. This change in the legislation was eventually challenged by individual and designated growers as reducing access to medical marihuana. The courts ruled in their favour and the Federal government was forced to amend the new legislation to incorporate regulations for both the new commercial production, or Part 1 licensing and individual or designated growers, or Part 2 licensing under what is now referred to as the Access to Cannabis for Medical Purpose Regulations (ACMPR).

Under the ACMPR Part 1 regulations anyone seeking to obtain a Part 1 license must get confirmation from the municipality in which they are proposing to locate that the production of medical marihuana is a permitted use and will be in compliance with any applicable regulations that the municipality has established for such a use. In Kingsville, Official Plan Amendment No. 3 established policies in the Official Plan for consideration of medical



marihuana production. The implementing zoning by-law (129-2015) outlines the specific regulations but only for a Part 1 license.

Part 2 licensing under the ACMPR does not require any confirmation from local municipalities regarding the growing of medical marihuana by an individual or designated grower regardless of location.

## **DISCUSSION**

The proposal specific to the subject property at 1000 County Road 34 is to add a medical marihuana production facility as a permitted use utilizing the existing 1.23 ha (3.05 acre) greenhouse. (See Appendix A) For the proposal to proceed a zoning amendment is required to first permit a medical marihuana production facility (MMPF) as an additional site-specific permitted use on the subject property. Secondly, based on a review of the requirements under Section 4.46 of the Kingsville Zoning By-law partial relief or exemption is required from certain provisions, the details of which are outlined in the zoning section of this report.

### **1) Provincial Policy Statement (PPS), 2014:**

Both the Ministry of Municipal Affairs and Ontario Ministry of Agriculture, Food and Rural Affairs have recognized that medical marihuana production can be considered an agricultural use similar to a greenhouse or winery. As such the proposed zoning amendment would be consistent with Provincial Policy Section 2.3.

### **2) County of Essex Official Plan**

There are no issues of County significance raised by the application.

### **3) Town of Kingsville Official Plan**

The subject property is designated 'Agriculture'. The proposed application to rezone the parcel is for the retrofit or replace of an existing greenhouse operation which is consistent with the MMPF policies develop through Official Plan Amendment #3.

### **4) Comprehensive Zoning By-law – Town of Kingsville**

The subject parcel is zoned 'Agriculture Zone 1, (A1)' by the Kingsville Zoning By-law. The specific zoning amendment required for the subject property is as follows:

- i) permit medical marihuana as a permitted use in the agricultural zoning specific to the subject property;

Comment: The Official Plan Amendment #3 specific to MMPF outlined that for an existing greenhouse facility to be used for medical marihuana production a site-specific zoning amendment would be required to permit that use. The Kingsville Zoning By-law was specifically amended as part of the implementation of the MMPF Official Plan policies to clearly outline in the Zoning By-law that medical marihuana production was not included as an agricultural use. Therefore, an amendment is necessary to add it to the specific zoning on the subject property.



Grant relief or exemption from the following Sections of 4.46 (Medical Marihuana Production Facilities - MMPF):

- i. item c) which prohibits residential uses on lots having medical marihuana production facilities;

Comment: To prohibit a residential use on an agricultural lot which is operating an agricultural use is not standard practice save and exception the prohibition of dwelling on lands that have been the subject of a surplus dwelling severance. In similar fashion a residential use is not prohibited on a farm parcel with a livestock operation. The assumption in this case would be that the resident in the dwelling is either the farmer or farm help who are aware of the impacts of the use.

- ii. item d) which prohibits a MMPF as a secondary /accessory use;

Comment: Anything of an agricultural nature, growing crops, raising livestock etc. is not considered an accessory use or even secondary it is part of a diversified agricultural operation. However, since the applicant may continue to utilize the other greenhouse facilities in the interim for continued vegetable production it is important to clarify this point.

- iii. item e) outlines that secondary/accessory uses must be 100% associated with the MMPF;

Comment: By definition the proposed facility on the subject property will not have any secondary or accessory uses associated with the MMPF.

- iv. item g) which requires a minimum distance separation of 100 m (328 ft.) between a MMPF and any structure currently used for residential or institutional purposes (dwellings, schools, churches etc.)

Comment: The 100 m (328 ft.) setback was established based on an MOECC best practices standard for the location of light industrial uses which is 70 m (230 ft.) This was then rounded to 100 m as a precautionary measure given the absence of real world potential impact from a MMPF. As there has been some limited experience with Part 2 operations in Kingsville and the Aphria operations in Leamington the principle impact has become evident in the form of odour generation. This has more recently been further confirmed in consultation with other areas that also see interest in or development of medical marihuana facilities.

There are no existing dwellings located within the required 100 m setback from the existing greenhouse operations. Based on consultation on similar applications it has been outlined that odour can be controlled through the use of charcoal filtration on ventilation fans and openings and cloaking or scent smell masking can also be used in other areas. Odour control in the growing area may not be 100% as such it is important for these areas to comply with the 100 m setback. If existing greenhouse



growing areas are located less than 100 m from an off-site residential use these areas may have to remain dark, not utilized, or demonstrate that minor reductions in the setback can be appropriately mitigated. In this case the location of the existing greenhouse is approximately 270 m from the nearest dwelling so the 100 m setback (Appendix D) will have no impact on the existing operation and limited impact on any potential expansion.

- v. item i) require that the use of a MMPF on a lot not co-exist with any other use on the lot.

Comment: This is a limiting provision in the context of the definition of a MMPF. During the original development of the MMPF policies it was assumed that these facilities would be in industrial areas in large industrial buildings utilizing 100% artificial growing environments. These types of facilities draw a significant amount of energy through the use of grow lights. Now that greenhouse growing has become a possible alternative, utilizing nature light and supplementing with artificial it provides an alternative crop for greenhouse growers. However, as with any business, particularly farming, restrictions, which limit production to a single crop, limit the owner's ability to diversify the business. The limitation also would appear to be inconsistent with Provincial Policy that notes in Section 2.3.3 Permitted Uses, 2.3.3.1 states that, 'In prime agricultural areas permitted use and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses. Section 2.3.3.2 also noted, 'In prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.'

With the above items in mind the zoning on the property will be amended to permit a MMPF on the subject lands. The amendment will also address each of the provisions in Section 4.46 which require relief or amendment as follows:

- i) item c) will be amended to permit residential uses accessory to or supportive of the agricultural uses on-site, including a MMPF;
- ii) item d), e) and i) will not be applicable to the subject property
- iii) item g) will be amended to exempt on-site residential uses from the 100 m setback requirement.

As a final note regarding the zoning it is important to understand that the approval of the requested zoning on the property does not automatically permit a MMPF to start operations. Item a) of Section 4.46 requires the applicant to have a current valid Part 1 license issued by Health Canada prior to starting production. The applicants are aware of this and would need to proceed with the licensing process if the requested amendment is approved and they move forward with establishment of a MMPF.



## Site Plan Approval

As per Section 4.46 b) site plan control is to apply to MMPF. As noted above the applicant is not proceeding at the present time with a MMPF but rather planning for the future. Once plans are in place and the licensing process started the applicant should initiate the site plan amendment process. At that time issues such as fencing, lighting and odour control will be incorporated as part of the amending agreement.

## LINK TO STRATEGIC PLAN

Support growth of the business community.

## FINANCIAL CONSIDERATIONS

There are no financial considerations for this application at this time.

## CONSULTATIONS

In accordance to O. Reg 545/06 of the *Planning Act*, property owners within 120m of the subject site boundaries received the Notice of Open House/ Public Meeting by mail. Information of the proposed amendment was also posted to the Town website.

At the time of writing, no public comment has been received.

### Agency & Administrative Consultations

In accordance with O. Reg 545/06 of the *Planning Act*, Agencies and Town Administration received the Notice of Public Meeting by email.

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none"><li>• Comment is attached as Appendix B</li><li>• No objections</li></ul>
County of Essex	<ul style="list-style-type: none"><li>• The County has indicated that any new structures must be located a minimum of 85 ft. from the centreline of Cty Rd 34. Any new access or changes to existing access will require permits. (Appendix C)</li></ul>
Town of Kingsville Management Team	<ul style="list-style-type: none"><li>• The Management Team has reviewed the request amendment and has not expressed any objections. Any new items such as lighting, odour and fencing location will be addressed at the site plan amendment stage.</li></ul>



## RECOMMENDATION

It is recommended that Council approve zoning by-law amendment ZBA/09/18 to permit a medical marihuana production facility on property located at 1000 County Road 34 and address the required relief or exemption from specific provisions in Section 4.46 on the Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law.

*Robert Brown*

Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer



NEW FARM BLDG. ADDITION

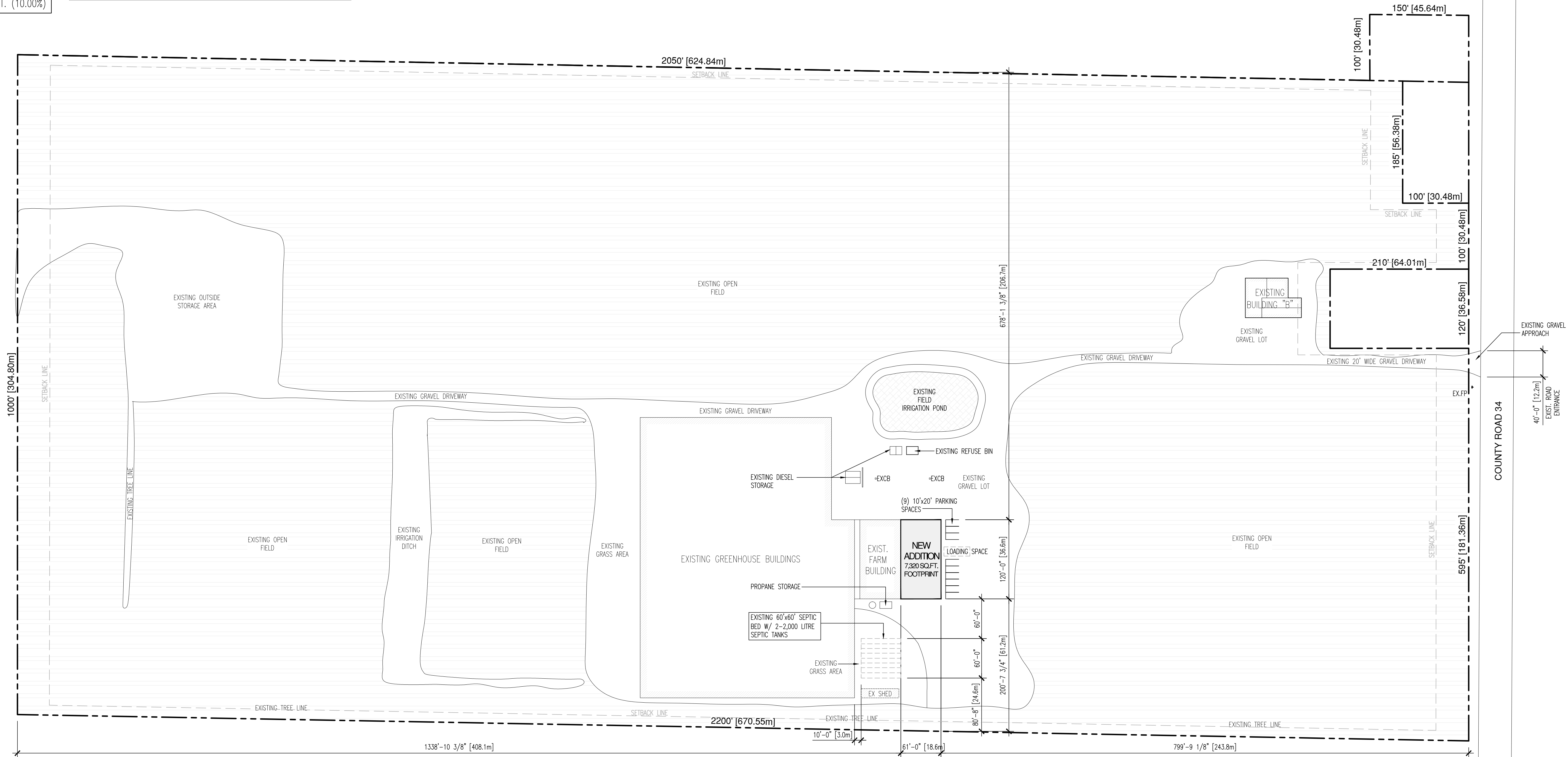
SITE ZONING:	A1	
LOT AREA =	2,153,757 SQ.FT. (49.44 ACRES)	
EX. GREENHOUSE BUILDINGS:	132,700 SQ.FT.	[12,328m <sup>2</sup> ]
EX. BUILDING:	7,440 SQ.FT.	[691m <sup>2</sup> ]
EX. BUILDING "B":	4,500 SQ.FT.	[418m <sup>2</sup> ]
PROPOSED ADDITION:	7,320 SQ.FT.	[680m <sup>2</sup> ]
TOTAL PROPOSED BUILDING AREA:	151,960 SQ.FT.	[14,117m <sup>2</sup> ]
BUILDING FOOTPRINT (LOT COVERAGE) =	151,960 SQ.FT.	(7.05%)
MAX. LOT COVERAGE =	215,376 SQ.FT.	(10.00%)

MIN. FRONT YARD DEPTH =	49 FT
MIN. REAR YARD DEPTH =	49 FT
MIN. INTERIOR SIDE YARD DEPTH =	10 FT
MIN. EXTERIOR SIDE YARD DEPTH =	15 FT
PARKING SPACES PROVIDED =	9 SPACES
MAX. BUILDING HEIGHT =	49 FT
ACCESSORY MAX. BUILDING HEIGHT =	47.5 FT
PROPOSED ADDITION BUILDING HEIGHT =	28.5 FT

EX. FARM BLDG. DETAILS

NUMBER OF EMPLOYEES : 6 PERSONS  
NUMBER OF WATER CLOSETS : 4 WC

APPENDIX A



OVERALL SITE PLAN  
SCALE: 1" = 80'-0"

NOT FOR CONSTRUCTION



6555 MALDEN ROAD, WINDSOR, ONTARIO, N9H 1T5      PH: 519.734.6511

DRAWING TITLE:

OVERALL SITE PLAN

PROJECT/CLIENT:

VESPA FARMS  
STORAGE BUILDING ADDITION  
RUTHVEN, ON.

DATE

06.18.14  
07.31.14

ISSUED FOR:

BUILDING PERMIT  
SITE PLAN CONTROL

DATE

ISSUED FOR:

PROJECT No.:

SCALE:

1" = 80'-0"

DRAWN BY:

RU

CHECKED BY:

DI

GENERAL NOTES:

ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY AND ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF ROSATI GROUP INC.

DO NOT SCALE DRAWINGS  
© ROSATI CONSTRUCTION INC.  
ALL RIGHTS RESERVED

STAMP:

STAMP:

NOTES:

DRAWING No.:

A1.0



	NAME OF PROJECT NEW FARM BUILDING ADDITION  LOCATION: VESPA FARMS 1000 COUNTY ROAD 34 KINGSVILLE, ONT. (RUTHVEN, ONT.)													
ITEM	NATIONAL FARM BUILDING CODE DATA MATRIX PART 3										NFBC REFERENCE			
1	PROJECT DESCRIPTION: <div><input type="checkbox"/> NEW <input checked="" type="checkbox"/> ADDITION <input type="checkbox"/> CHANGE OF USE    <input type="checkbox"/> ALTERATION</div>										<input checked="" type="checkbox"/> PART 3		<input type="checkbox"/> DIVISION B, PART 9	
2	MAJOR OCCUPANCY(S)    GREENHOUSE ACCESSORY BUILDING										1.2.1.2			
3	BUILDING AREA sq.ft./ (sq.m)    EXISTING    7,440 sq.ft.    (691 m²)    NEW    7,320 sq.ft.    (680 m²)    TOTAL    14,760 sq.ft.    (1,371 m²)										1.2.1.2. & 3.1.1.2.			
4	BUILDING HEIGHT (NUMBER OF STORIES)    ABOVE GRADE    ONE BELOW GRADE    NONE										1.2.1.2			
5	HEIGHT OF BUILDING (m)    7.16m @ EAVE / 8.68m @ RIDGE										1.2.1.2			
6	NUMBER OF STREETS/ACCESS ROUTES    ONE STREET													
7	BUILDING CLASSIFICATION    FARM BUILDING OF LOW HUMAN OCCUPANCY										1.2.1.2			
8	FIREWALL REQUIRED <input type="checkbox"/> YES REQUIRED FRR <input type="checkbox"/> 2 HOUR										<input checked="" type="checkbox"/> NO <input type="checkbox"/> 4 HOUR			
9	SPRINKLER SYSTEM REQUIRED <input type="checkbox"/> ENTIRE BUILDING (INCL. BASEMENT) <input type="checkbox"/> BASEMENT ONLY <input type="checkbox"/> IN LIEU OF ROOF RATING <input checked="" type="checkbox"/> NOT REQUIRED (EXEMPT)										<input type="checkbox"/> GARBAGE ROOM & CHUTE <input type="checkbox"/> TENANT STORAGE ROOMS		3.1.1.1.	
10	STANDPIPE REQUIRED <input type="checkbox"/> YES										<input checked="" type="checkbox"/> NO (EXEMPT)		3.1.1.1.	
11	FIRE ALARM REQUIRED <input type="checkbox"/> YES										<input checked="" type="checkbox"/> NO (EXEMPT)		3.1.1.1.	
12	WATER SERVICE/ SUPPLY IS ADEQUATE <input type="checkbox"/> YES										<input type="checkbox"/> NO			
13	HIGH BUILDING <input type="checkbox"/> YES										<input checked="" type="checkbox"/> NO (N/A)			
14	PERMITTED CONSTRUCTION <input type="checkbox"/> COMBUSTIBLE ACTUAL CONSTRUCTION <input type="checkbox"/> COMBUSTIBLE										<input type="checkbox"/> NON-COMBUSTIBLE <input checked="" type="checkbox"/> NON-COMBUSTIBLE		<input checked="" type="checkbox"/> BOTH <input type="checkbox"/> BOTH	
15	MEZZANINE(S) AREA (sq.m)    NIL													
16	BARRIER FREE DESIGN <input type="checkbox"/> YES										<input type="checkbox"/> NO		1.2.1.2.	
17	HAZARDOUS SUBSTANCES <input type="checkbox"/> YES (N/A)										<input type="checkbox"/> NO			
18	REQUIRED FIRE RESISTANCE RATING (FRR) – HORIZONTAL ASSEMBLIES AND SUPPORTS				FRR OF HORIZONTAL ASSEMBLIES									
.1 FLOORS					N/A		3.1.5.1. & 3.1.5.2.							
.2 ROOF					N/A									
.3 MEZZANINE					N/A									
FRR OF HORIZONTAL ASSEMBLIES														
.4 FLOOR SUPPORTS					N/A									
.5 ROOF SUPPORTS					N/A									
.6 MEZZANINE SUPPORTS					N/A									
19	SPATIAL SEPARATION – NON-SPRINKLERED (APPLY OBC MEDIUM HAZARD GROUP F2 PER NFBC 3.1.2.1.)										3.1.2.1			
	WALL	AREA OF EBF (sq.m)	L.D. (min.)	L/H or H/L	PERMITTED MAX % OF OPENINGS	PROPOSED % OF OPENINGS	FRR (hours)	LISTED DESIGN OR DESCRIPTION	COMB. CONST. PERMITTED	COMB. CONST./NON- COMBUST. CLAD PERMITTED	NON-COMBUST. CONSTR. REQUIRED	PROPOSED CONSTRUCTION		
	NORTH	EXISTING DEMISING WALL							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	SOUTH	= 292.8 m²	243.8m	2.5:1	100%	<100%	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NON-COMBUSTIBLE		
	EAST	= 134.20 m²	206.7m	2.5:1	100%	<100%	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NON-COMBUSTIBLE		
	WEST	= 134.20 m²	61.2m	2.5:1	100%	<100%	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NON-COMBUSTIBLE		
20	MAXIMUM TRAVEL DISTANCE TO NEAREST EXIT (IN A NON-SPRINKLERED FLOOR AREA)						<45m			3.2.1.1. & 3.2.1.5				

ROSATI

DEVELOP ■ DESIGN ■ CONSTRUCT

6555 MALDEN ROAD, WINDSOR, ONTARIO, N9H 1T5

PH: 519.734.6511

DRAWING TITLE:

BUILDING MATRIX

PROJECT/CLIENT:

VESPA FARMS  
STORAGE BUILDING ADDITION  
RUTHVEN, ON.

DATE

ISSUED FOR:

06.18.14

BUILDING PERMIT

07.31.14

SITE PLAN CONTROL

PROJECT No.:

SCALE:

DRAWN BY:

RJ

CHECKED BY:

DI

GENERAL NOTES:

ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY AND ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF ROSATI GROUP INC.

DO NOT SCALE DRAWINGS

© ROSATI CONSTRUCTION INC.  
ALL RIGHTS RESERVED

STAMP:

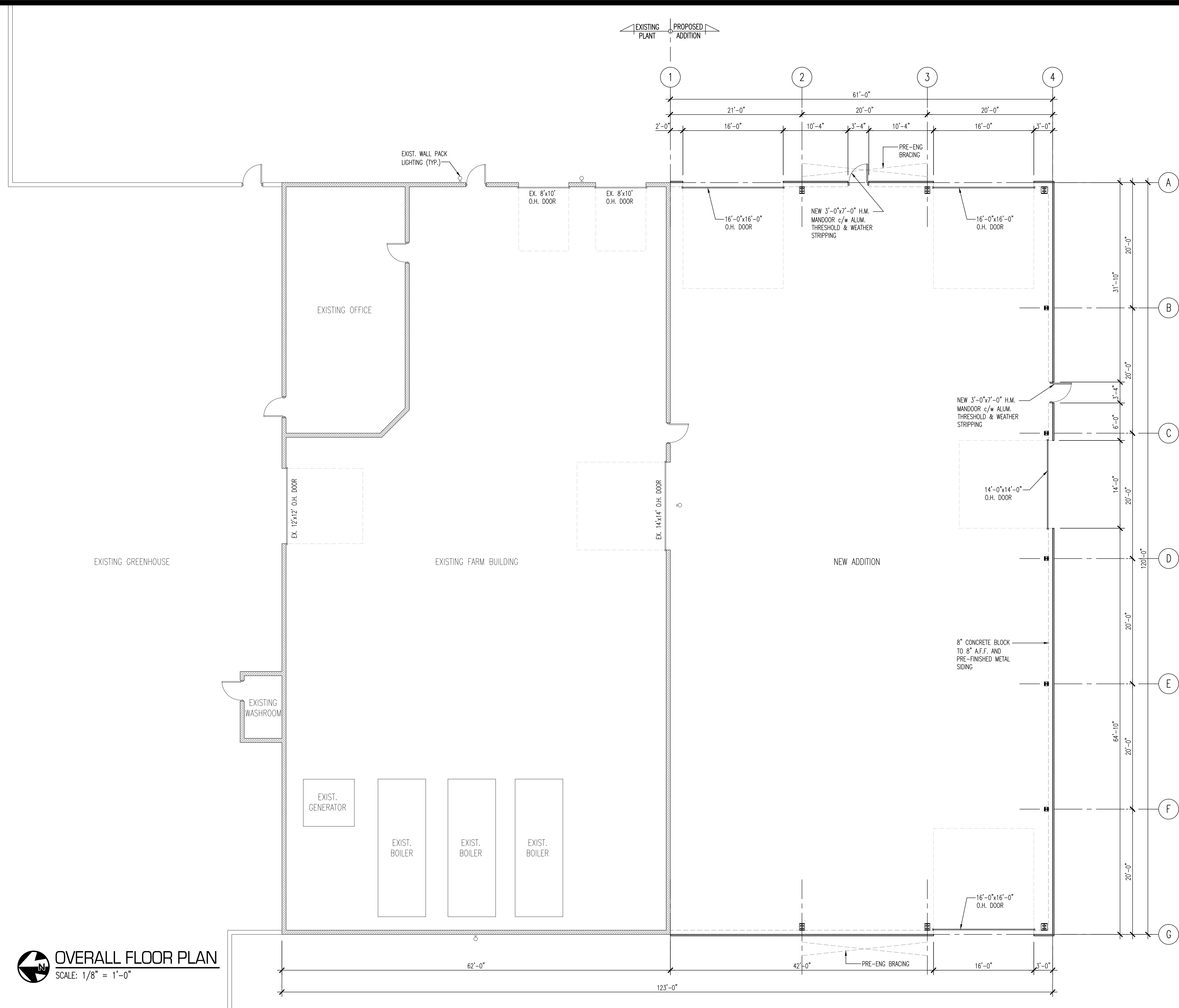
STAMP:


NOTES:

DRAWING No.:

A1.1





 **OVERALL FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

DRAWING TITLE:

OVERALL FLOOR PLAN

PROJECT/CLIENT:

VESPA FARMS  
STORAGE BUILDING ADDITION  
RUTHVEN, ON.

DATE

ISSUED FOR:

06.18.14

BUILDING PERMIT

07.31.14

SITE PLAN CONTROL

DATE

ISSUED FOR:

PROJECT No.:

SCALE:

1/8" = 1'-0"

DRAWN BY:

KS

CHECKED BY:

DI

GENERAL NOTES:

ALL DIMENSIONS TO BE CALCULATED  
AND VERIFIED ON THE JOB SITE. ANY  
AND ALL DISCREPANCIES ARE TO BE  
REPORTED TO THE ARCHITECT OR  
ENGINEER. ALL DRAWINGS REMAIN  
THE PROPERTY OF ROSATI GROUP INC.

**DO NOT SCALE DRAWINGS**

© ROSATI CONSTRUCTION INC.  
ALL RIGHTS RESERVED

STAMP:

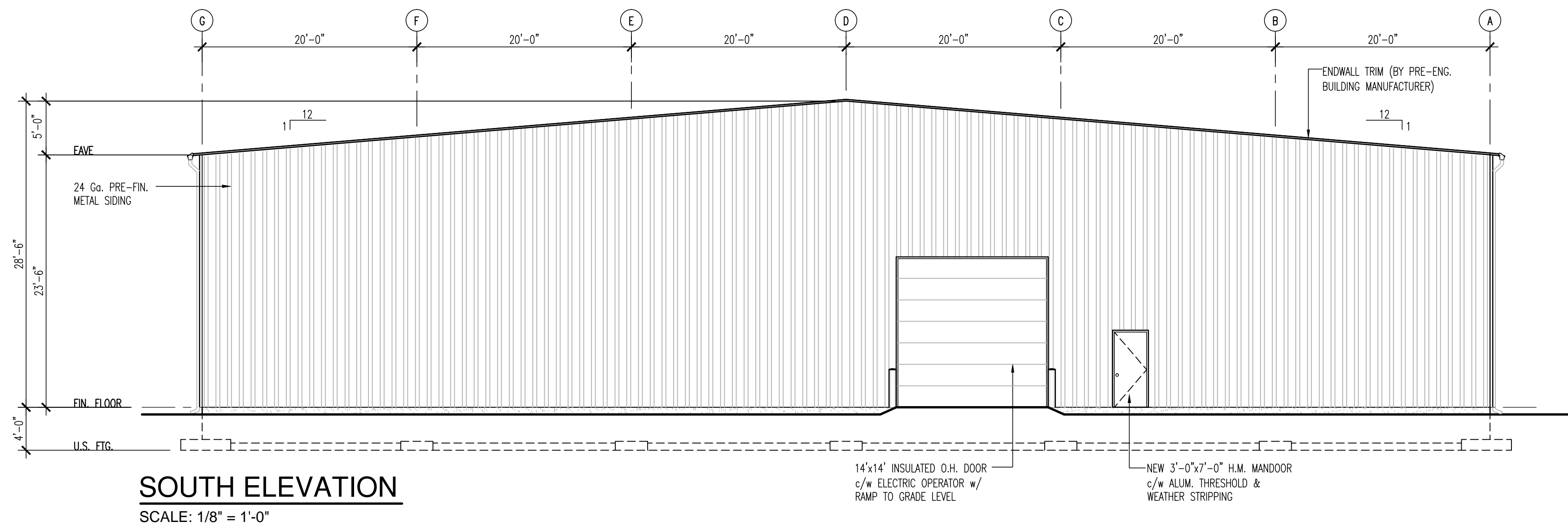
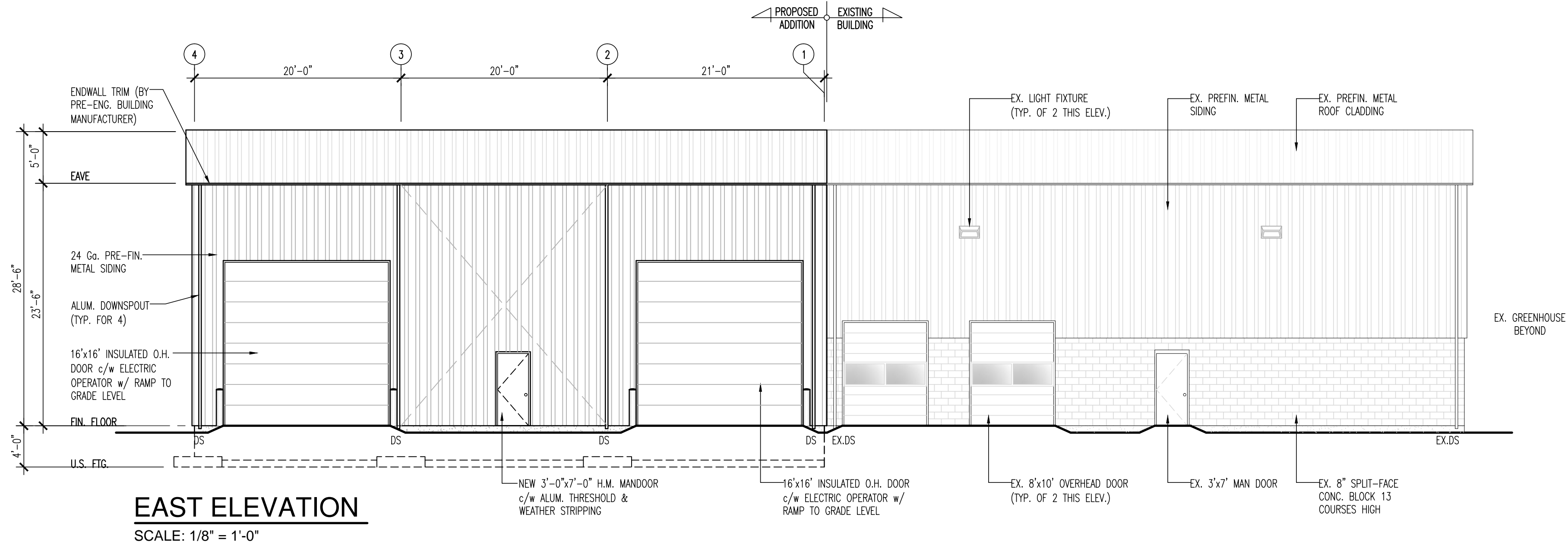
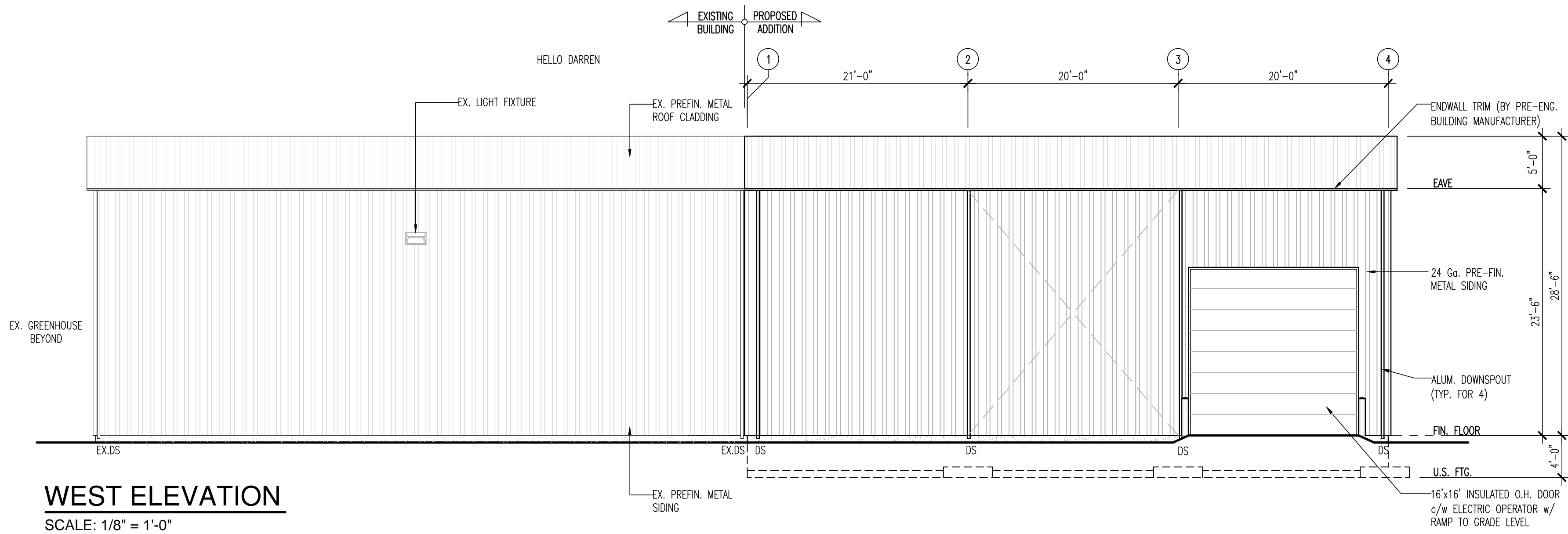
STAMP:

NOTES:

DRAWING No.:

A2.0









regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West  
Suite 311, Essex, ON N8M 1Y6

April 20, 2018

Mr. Robert Brown, Manager of Planning & Development Services  
The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville ON N9Y 2Y9

Dear Mr. Brown:

RE: Zoning By-Law Amendment ZBA-09-18  
1000 COUNTY RD 34  
ARN 371142000000501; PIN: 751490156  
Applicant: Giovanni & Franca Vespa

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-09-18. We understand that the purpose of this application is for a zoning amendment that will permit the added use of "medical marihuana facility" to the subject property, in which the added use will be undertaken within the existing greenhouse facility.

#### **NATURAL HAZARD POLICIES OF THE PPS, 2014**

The above noted lands are subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulations under the *Conservation Authorities Act*, (Ontario Regulation No. 158/06). The subject parcel falls within the regulated area of the Orton Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by the regulations.

#### **WATER RESOURCES MANAGEMENT**

We acknowledge that the purpose of the subject application is to add the additional use of "medical marihuana production" to the subject property. As the property is already being utilized for greenhouse operations, and that the new use would be contained within the existing structure, we would have no objections to this proposed additional use. It is also our understanding that this property is subject to a site plan control agreement, and that any future changes would require an amendment to the agreement. We therefore ask to be included in the circulation of any proposed amendments to the original SPC agreement.

#### **NATURAL HERITAGE POLICIES OF THE PPS 2014**

The existing greenhouse facility is not adjacent to (within 120 metres) any natural heritage feature that may meet the criteria for





Mr. Brown  
April 20, 2018

significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.

**FINAL RECOMMENDATION**

We have no objection to the proposed Zoning By-law amendment.

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corinne', with a large, sweeping loop at the end.

Corinne Chiasson  
*Resource Planner*  
/cor





County of  
Essex

Office of the Manager, Planning Services

William J. King, AMCT, MCIP, RPP  
Manager, Planning Services

April 24, 2018

Mr. Robert Brown  
Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario  
N9Y 2Y9

Dear Mr. Brown:

**RE: ZBA-09-2018, Giovanni & Franca Vespa, Part Lot 258, Concession NTR,  
Registered Plan 12R 3375, Part 1, North Side of County Road No. 34, West  
of Graham Sideroad 18, Municipal Number 1000**

Please be advised that the County has reviewed the aforementioned application and the comments provided are engineering related only. This application has not been reviewed from a planning perspective. The subject lands have frontage on County Road No. 34.

The Applicant will be required to comply with the following County Road regulations:

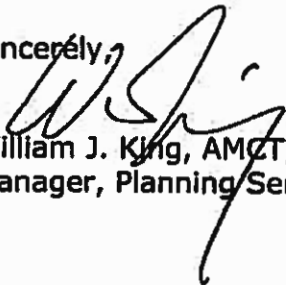
County By-Law Number 2481 – A By-Law to Provide for the Protection of Highways and to Provide for the Installation of Entrance Ways.

County By-Law Number 2480 – A By-Law of the Corporation of the County of Essex to Regulate the Location of Buildings and Structures on Land Adjacent to County Roads.

The minimum setback for any proposed structures on this property must be 85 feet from the centre of the right of way of County Road 34. Permits are necessary for any changes to existing entrances or structures, or the construction of new entrances or structures.

We are requesting a copy of the Decision of the aforementioned application. Thank you for your assistance and cooperation in this matter.

Sincerely,

  
William J. King, AMCT, MCIP, RPP  
Manager, Planning Services



# 100 m Impact Areas



## Legend

### Essex Municipalities

<all other values>

Kingsville

Street

Severance

Kingsville Assessment

## Notes

Vespa

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Copyright the Corporation of the County of Essex, 2012. Data herein is provided by the Corporation of the County of Essex on an 'as is' basis. Assessment parcel provided by Teranet Enterprises Inc. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

0 88.42 176.8 Meters

1: 5,305



5/15/2018



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 64-2018

---

### **Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville**

**WHEREAS** By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

**AND WHEREAS** the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

### **NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. That Subsection 7.1 e) AGRICULTURE ZONE 1 A1 EXCEPTIONS is amended with the addition of the following new subsection:

#### **7.1.65 'AGRICULTURE ZONE 1 EXCEPTION 67 (A1-67)'**

- a) For lands shown as A1-67 on Map 40 Schedule "A" of this By-law.

- b) **Permitted Uses**

- i) Those uses permitted under Section 7.1;
  - ii) A medical marihuana production facility (MMPF)

- c) **Permitted Buildings and Structures**

- i) Those buildings and structures permitted under Section 7.1 in the (A1) zone;
  - ii) Buildings and structures accessory to the permitted uses.

- d) **Zone Provisions**

All lot and building requirements for the permitted buildings and structures shall be in accordance with Section 7.1 of this By-law.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: A residential use accessory to or supportive of the agricultural uses on-site, including a MMPF is permitted
  - ii) Items d), e) and i) are not applicable to lands zoned A1-67;
  - iii) Item g) shall not be applicable to on-site residential uses including a bunkhouse on the lands zoned A1-67.



All other items listed under Section 4.46 remain applicable to lands zoned A1-67.

- 2. Schedule "A", Map 40 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as, Part of Lot 258, Concession NTR, and locally known as 1000 County Road 34 as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 67 (A1-67)'.
- 3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**




Schedule 'A'



Part of Lot 258, Concession NTR  
1000 County Road 34  
Zoning By-law Amendment ZBA/09/18

  Meters

 Schedule "A", Map 40 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 67 (A1-67)'



## NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING: ZONING BY-LAW AMENDMENT

**APPLICATION:** **ZONING BY-LAW AMENDMENT FILE ZBA/10/18**  
**(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)**

**OWNER:** **J.C. Fresh Farms Ltd.**

**LOCATION OF PROPERTY:** **2415 & 2495 Graham Side Road**  
**Part of Lot 6, Concession 3 ED, Part 1, PL 12R 24954**

**PURPOSE OF APPLICATION:** The subject land is a 29.1 ha (72 ac.) farm parcel containing approximately 13.55 ha (33.5 ac.) of greenhouse along with support facilities. The property also has site plan approval from 2006 with additional expansion capacity. (See attached plan) The applicant is seeking approval of an amendment to permit the growing of medical marihuana in the existing greenhouse. In 2015 Council approved an amendment to the Kingsville Official Plan and supporting zoning amendment which added provisions to the zoning under Section 4.46. The main requirements is that medical marihuana may be considered a permitted use on agricultural properties on a site-specific basis in existing greenhouses but subject to certain requirements. (See 4.46 attached) The subject property has an approved site plan, however, in order to permit the proposed use relief in part or in whole will need to be granted from Section c), d), e) g) and i).

A **PUBLIC MEETING** OF COUNCIL will be held on:

**WHEN:** **May 28, 2018**  
**WHERE:** Town of Kingsville Municipal Building (Council Chambers)  
**TIME:** **7:00 p.m.**

Your comments on these matters are important. If you have comments on this application, they may be forwarded by phone, email, or mail to the attention of: **Robert Brown, Manager, Planning Services**, 2021 Division Road North, Town of Kingsville, ON N9Y 2Y9. Comments and opinions submitted on these matters, including your name and address, may become part of the public record and may be viewed by the general public and may be published in a planning report or reproduced in a Council agenda and/or minutes.

**IF A PERSON** or public body does not make oral submissions at the public meeting or make written submissions to Council before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council to the Ontario Municipal Board.

**IF A PERSON** or public body does not make oral submissions at the public meeting, or make written submission to Council before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

**ADDITIONAL INFORMATION** relating to this matter is available for review at the Kingsville Municipal Office during regular office hours.

**DATED AT**  
**THE TOWN OF KINGSVILLE**  
**on May 7, 2018.**

**Robert Brown, H. Ba, MCIP, RPP**  
**519-733-2305 (x 250)**  
**rbrown@kingsville.ca**



#### 4.46 Medical Marihuana Production Facilities

By-law  
129-2015

Notwithstanding other provisions of this By-law to the contrary, the following provisions and regulations *shall* apply to medical marihuana production facilities:

- a) Require a current and valid Medical Marihuana production license issued by Health Canada under the Marihuana for Medical Purposes Regulations (MMPR) as amended from time to time or any subsequent legislation which *may* be enacted in substitution thereof;
- b) Site Plan control *shall* apply to any *medical marihuana production facility* proposed within an *existing* or future *building(s)*. In addition to all other requirements pursuant to the Planning Act, R.S.O. 1990, c.P. 13 and the Town of Kingsville Site Plan Control By-law, the Town will require, at the owner's sole expense, any study/studies that will satisfy any additional concerns that the Town of Kingsville or any other commenting agency *may* have with regard to security, emanating odours, provision of municipal services and stormwater/wastewater management;
- c) Prohibit *residential uses* on *lots* having a *medical marihuana production facility*;
- d) Prohibit a *medical marihuana production facility* as a *secondary/accessory use*;
- e) *Secondary/accessory uses* must be 100% associated with the *medical marihuana production facility*;
- f) Require a *minimum distance separation* of 100m (328 ft) between a *medical marihuana production facility* and any lands Zoned for residential, recreational or *institutional uses*;
- g) Require a *minimum distance separation* of 100m (328 ft) between a *medical marihuana production facility* and any *structure* currently used for residential or institutional purpose (*dwelling, schools, churches, etc.*);
- h) Require that no outdoor signage or advertising *shall* be *permitted* that references cannabis, marihuana, or any other depiction of such, including on any *vehicle* associated with the *medical marihuana production facility*; and,
- i) Require that the *use* of a *medical marihuana production facility* on a *lot* not co-exist with any other *use* on the *lot*.
- j) *Shall* not be considered on any lands that are within 250m of Lake Erie.







2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 11, 2018

**To:** Mayor and Council

**Author:** Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

**RE:** Application for Zoning By-law Amendment ZBA/10/18  
2415-2495 Graham Sideroad  
Part of Lot 6, Concession 3 ED, Part 1, PL 12R 24954

**Report No.:** PDS 2018-025

---

## **AIM**

To provide Council with information regarding a request for a zoning amendment to permit a medical marihuana production facility as a permitted use and address relief or exemption from certain provisions under Section 4.46 of the Kingsville Zoning By-law.

## **BACKGROUND**

In April of 2014 Council approved new Official Plan policies to address the pending changes to Federal legislation governing the growing of medical marihuana which was transitioning from individual or designated growers to a commercial based industrial type of format. The ultimate intention of the change was to provide better quality control and reduce the amount of 'surplus production' from the individual or designated growing be diverted to the illegal drug trade. This change in the legislation was eventually challenged by individual and designated growers as reducing access to medical marihuana. The courts ruled in their favour and the Federal government was forced to amend the new legislation to incorporate regulations for both the new commercial production, or Part 1 licensing and individual or designated growers, or Part 2 licensing under what is now referred to as the Access to Cannabis for Medical Purpose Regulations (ACMPR).

Under the ACMPR Part 1 regulations anyone seeking to obtain a Part 1 license must get confirmation from the municipality in which they are proposing to locate that the production of medical marihuana is a permitted use and will be in compliance with any applicable regulations that the municipality has established for such a use. In Kingsville, Official Plan Amendment No. 3 established policies in the Official Plan for consideration of medical



marihuana production. The implementing zoning by-law (129-2015) outlines the specific regulations but only for a Part 1 license.

Part 2 licensing under the ACMPR does not require any confirmation from local municipalities regarding the growing of medical marihuana by an individual or designated grower regardless of location.

## **DISCUSSION**

The proposal specific to the subject property at 2415-2495 Graham Sideroad is to add a medical marihuana production facility as a permitted use utilizing up to 19.3 ha (47.7 acre) of existing or approved greenhouse. (See Appendix A) For the proposal to proceed a zoning amendment is required to first permit a medical marihuana production facility (MMPF) as an additional site-specific permitted use on the subject property. Secondly, based on a review of the requirements under Section 4.46 of the Kingsville Zoning By-law partial relief or exemption is required from certain provisions, the details of which are outlined in the zoning section of this report.

### **1) Provincial Policy Statement (PPS), 2014:**

Both the Ministry of Municipal Affairs and Ontario Ministry of Agriculture, Food and Rural Affairs have recognized that medical marihuana production can be considered an agricultural use similar to a greenhouse or winery. As such the proposed zoning amendment would be consistent with Provincial Policy Section 2.3.

### **2) County of Essex Official Plan**

There are no issues of County significance raised by the application.

### **3) Town of Kingsville Official Plan**

The subject property is designated 'Agriculture'. The proposed application to rezone the parcel is for the retrofit or replace of an existing greenhouse operation which is consistent with the MMPF policies develop through Official Plan Amendment #3.

### **4) Comprehensive Zoning By-law – Town of Kingsville**

The subject parcel is zoned 'Agriculture Zone 1, (A1)' by the Kingsville Zoning By-law. The specific zoning amendment required for the subject property is as follows:

- i) permit medical marihuana as a permitted use in the agricultural zoning specific to the subject property;

Comment: The Official Plan Amendment #3 specific to MMPF outlined that for an existing greenhouse facility to be used for medical marihuana production a site-specific zoning amendment would be required to permit that use. The Kingsville Zoning By-law was specifically amended as part of the implementation of the MMPF Official Plan policies to clearly outline in the Zoning By-law that medical marihuana production was not included as an agricultural use. Therefore, an amendment is necessary to add it to the specific zoning on the subject property.



Grant relief or exemption from the following Sections of 4.46 (Medical Marihuana Production Facilities - MMPF):

- i. item c) which prohibits residential uses on lots having medical marihuana production facilities;

Comment: To prohibit a residential use on an agricultural lot which is operating an agricultural use is not standard practice save and exception the prohibition of dwelling on lands that have been the subject of a surplus dwelling severance. In similar fashion a residential use is not prohibited on a farm parcel with a livestock operation. The assumption in this case would be that the resident in the dwelling is either the farmer or farm help who are aware of the impacts of the use.

- ii. item d) which prohibits a MMPF as a secondary /accessory use;

Comment: Anything of an agricultural nature, growing crops, raising livestock etc. is not considered an accessory use or even secondary it is part of a diversified agricultural operation. However, since the applicant may continue to utilize the other greenhouse facilities in the interim for continued vegetable production it is important to clarify this point.

- iii. item e) outlines that secondary/accessory uses must be 100% associated with the MMPF;

Comment: By definition the proposed facility on the subject property will not have any secondary or accessory uses associated with the MMPF.

- iv. item g) which requires a minimum distance separation of 100 m (328 ft.) between a MMPF and any structure currently used for residential or institutional purposes (dwellings, schools, churches etc.)

Comment: The 100 m (328 ft.) setback was established based on an MOECC best practices standard for the location of light industrial uses which is 70 m (230 ft.) This was then rounded to 100 m as a precautionary measure given the absence of real world potential impact from a MMPF. As there has been some limited experience with Part 2 operations in Kingsville and the Aphria operations in Leamington the principle impact has become evident in the form of odour generation. This has more recently been further confirmed in consultation with other areas that also see interest in or development of medical marihuana facilities.

There is one existing dwelling (1009 County Road 18, Road 4 E) located within the required 100 m setback from the existing greenhouse operations. Based on consultation on similar applications it has been outlined that odour can be controlled through the use of charcoal filtration on ventilation fans and openings and cloaking or scent smell masking can also be used in other areas. Odour control in the growing area may not be 100% as such it is important for these areas to comply with the 100 m



setback. If existing greenhouse growing areas are located less than 100 m from an off-site residential use these areas may have to remain dark, not utilized, or demonstrate that minor reductions in the setback can be appropriately mitigated. The existing greenhouse is impacted by two dwellings, one to the north and one to the northeast (See Appendix D). Both of these dwellings are within the 100 m setback requirement and would prevent growing operations in approximately 0.6 acres of the greenhouse

- v. item i) require that the use of a MMPF on a lot not co-exist with any other use on the lot.

Comment: This is a limiting provision in the context of the definition of a MMPF. During the original development of the MMPF policies it was assumed that these facilities would be in industrial areas in large industrial buildings utilizing 100% artificial growing environments. These types of facilities draw a significant amount of energy through the use of grow lights. Now that greenhouse growing has become a possible alternative, utilizing nature light and supplementing with artificial it provides an alternative crop for greenhouse growers. However, as with any business, particularly farming, restrictions, which limit production to a single crop, limit the owner's ability to diversify the business. The limitation also would appear to be inconsistent with Provincial Policy that notes in Section 2.3.3 Permitted Uses, 2.3.3.1 states that, 'In prime agricultural areas permitted use and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses. Section 2.3.3.2 also noted, 'In prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.'

With the above items in mind the zoning on the property will be amended to permit a MMPF on the subject lands. The amendment will also address each of the provisions in Section 4.46 which require relief or amendment as follows:

- i) item c) will be amended to permit residential uses accessory to or supportive of the agricultural uses on-site, including a MMPF;
- ii) item d), e) and i) will not be applicable to the subject property
- iii) item g) will be amended to exempt on-site residential uses from the 100 m setback requirement.

As a final note regarding the zoning it is important to understand that the approval of the requested zoning on the property does not automatically permit a MMPF to start operations. Item a) of Section 4.46 requires the applicant to have a current valid Part 1 license issued by Health Canada prior to starting production. The applicants are aware of this and would need to proceed with the licensing process if the requested amendment is approved and they move forward with establishment of a MMPF.



## **Site Plan Approval**

As per Section 4.46 b) site plan control is to apply to MMPF. As noted above the applicant is not proceeding at the present time with a MMPF but rather planning for the future. Once plans are in place and the licensing process started the applicant should initiate the site plan amendment process. At that time issues such as fencing, lighting and odour control will be incorporated as part of the amending agreement.

## **LINK TO STRATEGIC PLAN**

Support growth of the business community.

## **FINANCIAL CONSIDERATIONS**

There are no financial considerations for this application at this time.

## **CONSULTATIONS**

In accordance to O. Reg 545/06 of the *Planning Act*, property owners within 120m of the subject site boundaries received the Notice of Open House/ Public Meeting by mail. Information of the proposed amendment was also posted to the Town website.

Input has been received from one neighbouring landowner to the immediate north of the subject property. The principle concern being a combination of appropriate setback and how the applicant's will control odour emissions to a level that will not negatively impact on the enjoyment of their property.

Comment: Health Canada has outlined as part of the ACMPR regulations that facilities are to be equipped with an air filtration system to prevent the escape of odours under Provision 61 of the ACMPR. An air filtration system using a H13 high-efficiency particle air (HEPA) filter is given as an example of such a system by Health Canada. As part of the required amendment of any site plans related to MMPF applicants will be required to outline what type of system(s) will be used to control odour. While odour cannot be specifically regulated as part of a site plan we can rely on the Health Canada regulations for ACMPRs. For example a provision in the site plan agreement can stipulate that the operations must maintain compliance all applicable regulations including but not limited to zoning and licensing requirements. As such if your license requires that you control odour and the operation does not maintain control they are not in compliance with their license.



## **Agency & Administrative Consultations**

In accordance with O. Reg 545/06 of the *Planning Act*, Agencies and Town Administration received the Notice of Public Meeting by email.

<b>Agency or Administrator</b>	<b>Comment</b>
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none"><li>• Comment is attached as Appendix B</li><li>• No objections</li></ul>
County of Essex	<ul style="list-style-type: none"><li>• The County has indicated that any new structures must be located a minimum of 85 ft. from the centreline of Cty Rd 18. Any new access or changes to existing access will require permits. (Appendix C)</li></ul>
Town of Kingsville Management Team	<ul style="list-style-type: none"><li>• The Management Team has reviewed the request amendment and has not expressed any objections. Any new items such as lighting, odour and fencing location will be addressed at the site plan amendment stage.</li></ul>

## **RECOMMENDATION**

It is recommended that Council approve zoning by-law amendment ZBA/10/18 to permit a medical marihuana production facility on property located at 2415-2495 Graham Sideroad and address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law 1-2014 as outlined in the attached amendment, and adopt the implementing by-law.

*Robert Brown*

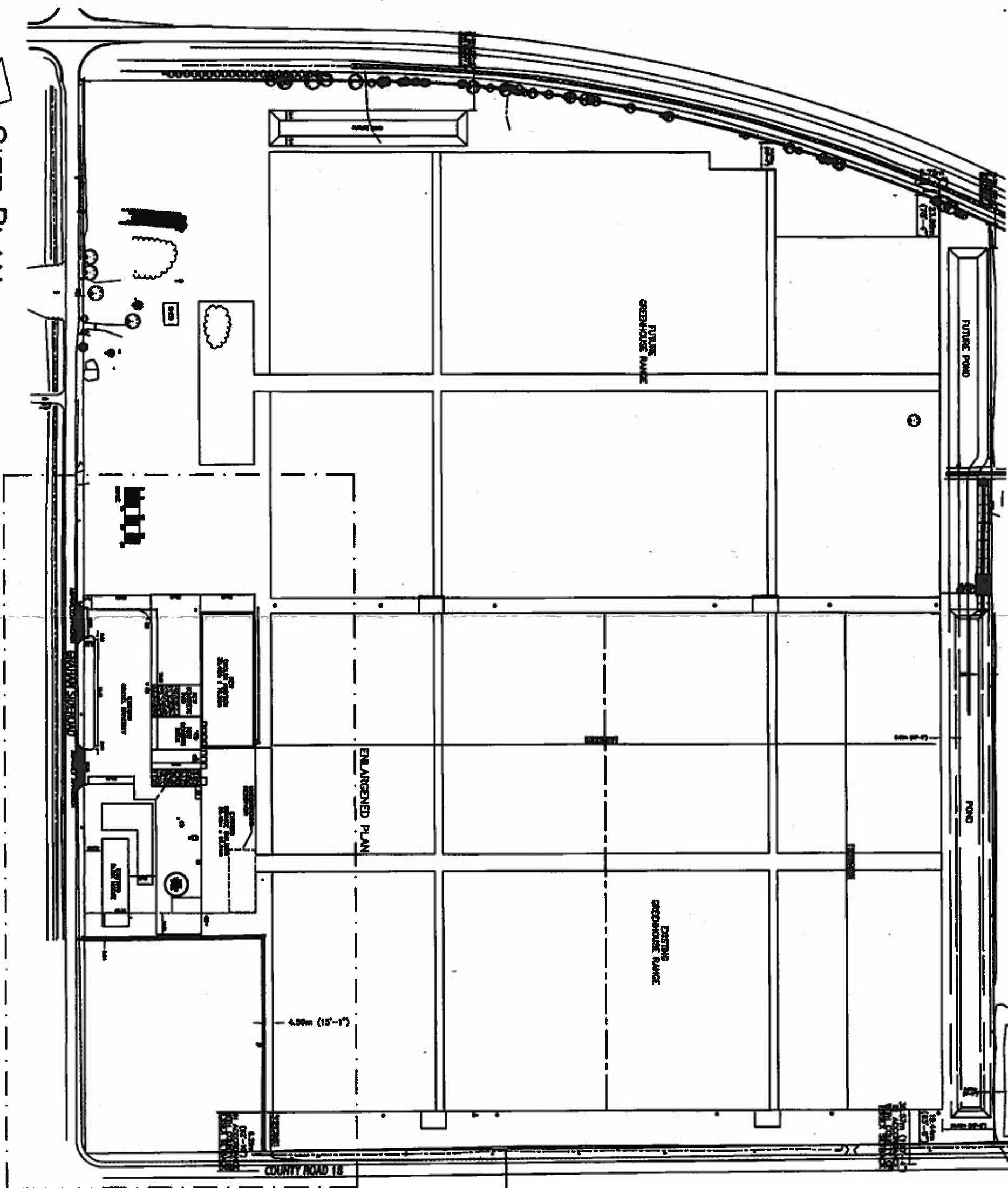
Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer



**SITE PLAN**  
SCALE TO FIT







regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West  
Suite 311, Essex, ON N8M 1Y6

April 23, 2018

Mr. Robert Brown, Manager of Planning & Development Services  
The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville ON N9Y 2Y9

Dear Mr. Brown:

RE: Zoning By-Law Amendment ZBA-10-18  
2415-2495 GRAHAM SIDE RD  
ARN 371136000004900; PIN: 751690185  
Applicant: J.C. Fresh Farms Ltd.

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-10-18. The applicant is requesting to add an additional use of "medical marihuana facility" to the subject lands. It is our understanding through the information circulated, that the production of medical marihuana would be contained to within the existing greenhouse facility.

## **NATURAL HAZARD POLICIES OF THE PPS, 2014**

Portions of the above noted lands are subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulations under the *Conservation Authorities Act*, (Ontario Regulation No. 158/06). The subject parcel falls within the regulated area of the following watercourses/waterbodies: Wallace Fox Drain and Lane Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by the regulations.

## **WATER RESOURCES MANAGEMENT**

We acknowledge that the subject application is for the purpose of adding 'medical marihuana production' as a permitted use to the existing greenhouse facility, in which we would have no objections. It is our understanding that any future changes to the greenhouse facility would be subject to the site plan control process, therefore we will defer any stormwater management comments until such time that a proposal is circulated with specific changes to the original development.

## **NATURAL HERITAGE POLICIES OF THE PPS 2014**

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.





Mr. Brown  
April 23, 2018

**FINAL RECOMMENDATION**

We have no objections to this Zoning By-law amendment.

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corinne Chiasson', with a large, stylized loop at the end.

Corinne Chiasson  
*Resource Planner*  
/cor





County of  
Essex

Office of the Manager, Planning Services

William J. King, AMCT, MCIP, RPP  
Manager, Planning Services

April 24, 2018

Mr. Robert Brown  
Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario  
N9Y 2Y9

Dear Mr. Brown:

**RE: ZBA-10-2018, J.C. Fresh Farms Ltd. Part Lot 6, Concession 3, South Side of County Road No. 18, West of Graham Sideroad 18, Municipal Number 212415-2495 Graham Sideroad**

Please be advised that the County has reviewed the aforementioned application and the comments provided are engineering related only. This application has not been reviewed from a planning perspective. The subject lands have frontage on County Road No. 18.

The Applicant will be required to comply with the following County Road regulations:

County By-Law Number 2481 – A By-Law to Provide for the Protection of Highways and to Provide for the Installation of Entrance Ways.

County By-Law Number 2480 – A By-Law of the Corporation of the County of Essex to Regulate the Location of Buildings and Structures on Land Adjacent to County Roads.

The minimum setback for any proposed structures on this property must be 85 feet from the centre of the right of way of County Road 18. Permits are necessary for any changes to existing entrances or structures, or the construction of new entrances or structures.

We are requesting a copy of the Decision of the aforementioned application. Thank you for your assistance and cooperation in this matter.

Sincerely,

  
William J. King, AMCT, MCIP, RPP  
Manager, Planning Services








# 100 m Impact Areas



## Legend

### Essex Municipalities

-  <all other values>
-  Kingsville

-  Street
-  Severance
-  Kingsville Assessment

## Notes

JC Fresh

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Copyright the Corporation of the County of Essex, 2012. Data herein is provided by the Corporation of the County of Essex on an 'as is' basis. Assessment parcel provided by Teranet Enterprises Inc. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

0 88.42 176.8 Meters

1: 5,305



5/15/2018



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 65-2018

---

### **Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville**

**WHEREAS** By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

**AND WHEREAS** the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

### **NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. That Subsection 7.1 e) AGRICULTURE ZONE 1 A1 EXCEPTIONS is amended with the addition of the following new subsection:

#### **7.1.65 'AGRICULTURE ZONE 1 EXCEPTION 68 (A1-68)'**

- a) For lands shown as A1-68 on Map 47 Schedule "A" of this By-law.

- b) **Permitted Uses**

- i) Those uses permitted under Section 7.1;
- ii) A medical marihuana production facility (MMPF)

- c) **Permitted Buildings and Structures**

- i) Those buildings and structures permitted under Section 7.1 in the (A1) zone;
- ii) Buildings and structures accessory to the permitted uses.

- d) **Zone Provisions**

All lot and building requirements for the permitted buildings and structures shall be in accordance with Section 7.1 of this By-law.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: A residential use accessory to or supportive of the agricultural uses on-site, including a MMPF is permitted
- ii) Items d), e) and i) are not applicable to lands zoned A1-68;
- iii) Item g) shall not be applicable to on-site residential uses including a bunkhouse on the lands zoned A1-68.



All other items listed under Section 4.46 remain applicable to lands zoned A1-68.

- 2. Schedule "A", Map 47 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as, Part of Lot 6, Concession 3 ED, and locally known as 2415-2495 Graham Sideroad as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 68 (A1-68)'.
- 3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

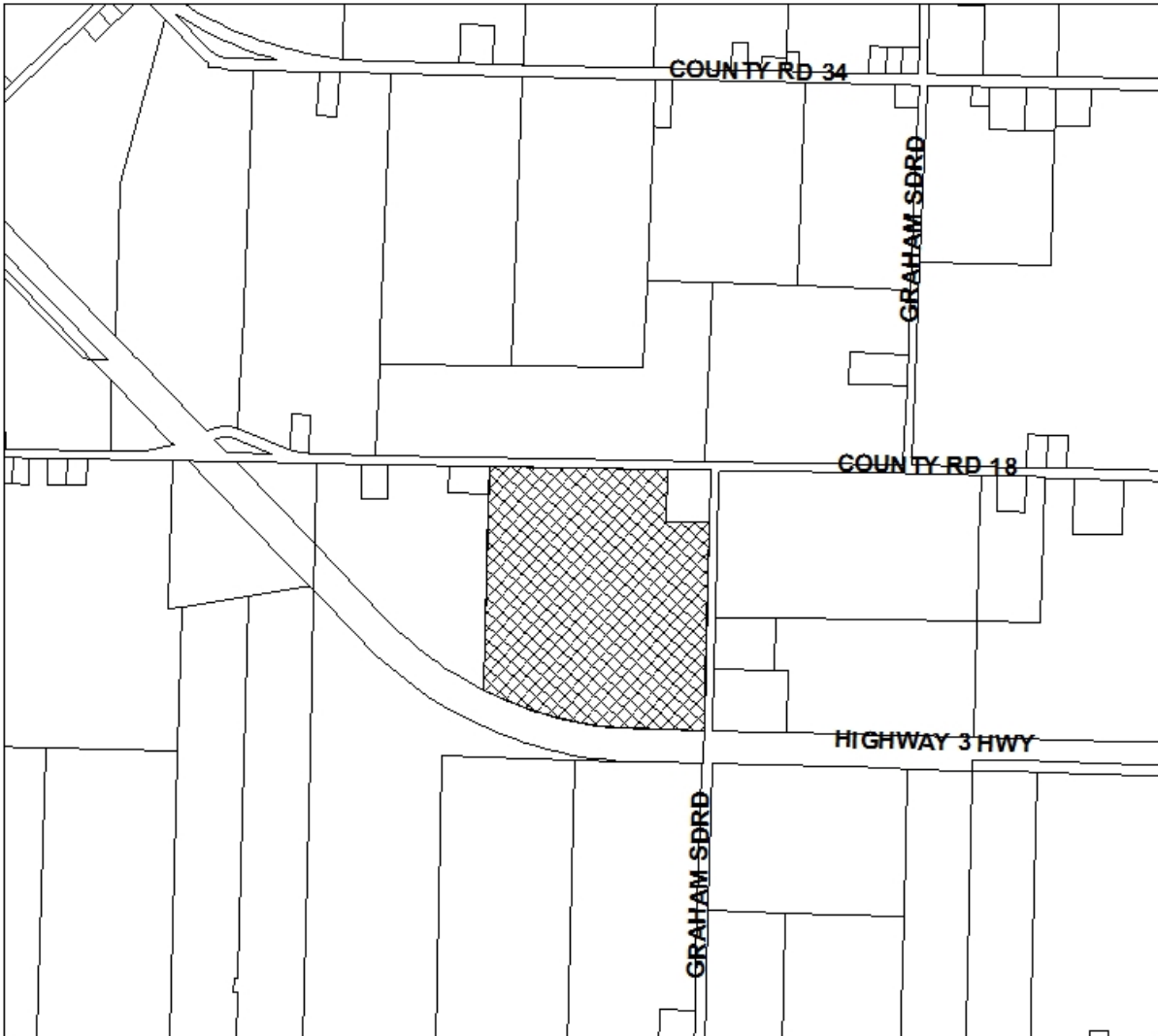
**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

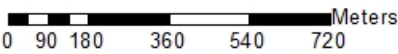
\_\_\_\_\_  
**CLERK, Jennifer Astrologo**




Schedule 'A'



Part of Lot 6, Concession 3 ED  
2415-2495 County Road 18 - Road 4 E  
Zoning By-law Amendment ZBA/10/18



 Schedule "A", Map 47 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 68 (A1-68)'





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
[www.kingsville.ca](http://www.kingsville.ca)  
[kingsvilleworks@kingsville.ca](mailto:kingsvilleworks@kingsville.ca)

**Date:** May 22, 2018  
**To:** Mayor and Council  
**Author:** Ryan McLeod, CPA, CA  
**RE:** 2017 Financial Statement Review  
**Report No.:** FS-2018-10

---

## **AIM**

To provide council will an overview of the 2017 Financial Statements.

## **BACKGROUND**

Every year, Financial Services prepares the Town's financial statements in accordance with Public Sector Accounting Standards (PSAB). These statements are audited by an independent accounting firm. Prior to issuing their audit opinion, the Financial Statements must be approved by Council.

## **DISCUSSION**

The following discussion attempts to provide Council with an overview of the 2017 Financial Statements and highlight any significant changes or observations.

The Consolidated Statement of Financial Position, also known as a "Balance Sheet", can be found on page 3 of the Financial Statements. This statement provides a snap shot of the Town's assets and liabilities, as at December 31, 2017. Items to note include the following:

### **Taxes and grants in-lieu receivable**

The decrease in this balance indicates an improvement in the collection of outstanding taxes. The Town's tax receivable balance is less than 5% of total taxes collected, which is considered 'very good' based on the Province's Financial Indicated Review.



**Drainage costs recoverable**

This refers to drainage work that has yet to be billed. This figure will fluctuate from year to year based on the volume of drainage projects that are in process at year end. Financial Services makes it a priority to bill drainage works as quickly as possible. Within the next month or so, approx. \$1,030,000 of this balance will be billed to the assessed property owners.

**Long-term investment**

This balance refers to Kingsville's share (40.33%) of a \$10,000,000, 5-year GIC, purchased by UWSS during the year.

**Accounts payable and accrued liabilities**

The increase in this balance can be attributed to an increase in capital spending in final months of 2017. All vendor invoices are paid within two weeks of receipt and approval. There was no point during the year where the Town had difficulty meeting its obligations as they became due.

**Municipal debt**

A detailed schedule of Municipal Debt can be found in Note 4 of the Financial Statements.

This debt can be summarized in 3 main categories:

	2017	2016	Increase (Decrease)
Property Tax Supported Debt	\$ 8,587,256	\$ 9,362,275	\$ (775,019)
Debt Paid by Benefiting land owners	1,177,442	1,598,003	(420,561)
Union Water Debt	5,548,015	5,068,099	479,916
	<u>\$15,312,713</u>	<u>\$16,028,377</u>	<u>\$ (715,664)</u>

The only component of Municipal Debt which Council has direct control over is the "Property Tax Supported Debt". This figure is driven by the decisions Council makes during budget deliberations. While not all debt is 'bad', it is encouraging to see this balance decrease year over year. The quicker the Town can pay off its existing debts, the more tax dollars it will have available to finance current and future projects.

The increase in Union Water debt is directly attributed to our increased share in Union Water operations.

**Employee future benefits**

The Town's Employee Future Benefit Obligation decreased by \$972,650 in 2017. This significant reduction is primarily due to actuarial gains realized upon the completion of the actuarial valuation at year end. The previous valuation was performed in 2011. Every year thereafter the Actuary would simply provide the Town with its estimated liability by "rolling forward" assumptions used in the 2011 valuation. When the 2017 valuation was completed, the Actuary discovered that many of the anticipated increases to the Town's benefit premiums were not realized. This discovery significantly reduced the Town's Employee Future Benefit Obligation at December 31, 2017.



### Deferred revenue

At year end, Deferred Revenue consisted of Development Charges and unspent Gas Tax.

During 2017 the Town collected \$1,148,840 in development charges. These funds are held in a reserve and will help finance various growth related capital projects. To put this in perspective, the Town would have had to increase property taxation by 7.8% in to generate this level of revenue.

In 2017, the Town received \$1,060,935 in Federal Gas tax funding. At year end, \$165,427 had not been spent. These funds have been allocated to various infrastructure projects in the 2018 budget.

### Annual surplus

The Consolidated Statement of Financial Operations and Accumulated Surplus, also known as an “Income Statement”, can be found on page 4 of Financial Statements. This statement provides a summary of the financial activities of the Town for the year ended December 31, 2017.

Under PSAB, the Town is reporting a surplus of \$4,732,167 in 2017. This includes a non-recurring gain of \$2,356,277 from Union Water (see below for further details) and a \$972,650 ‘actuarial gain’ from a change in our Employee Future Benefit Obligation (discussed earlier).

It is important to note there are a number of significant differences between PSAB standards and the fund accounting methods used by the Town for budgeting purposes. The most significant differences between these two methods of accounting are as follows;

	PSAB	Budget “Fund” Accounting
Capital Assets	Most capital expenditures are recognized on the Balance Sheet as long-lived assets and amortized over their useful lives	Capital expenditures are an expense in the year incurred.
Long-term Debt Repayments	Only the interest portion of long-term debt repayments is an expense.	Both the principle and interest payments are expensed in the year incurred.
Reserves	Reserve activity is neither recognized as ‘revenue’ or an ‘expense’	Contributions from reserves are recognized as revenue, contributions to reserves are considered to be an expense.
Local Improvements & Special Capital Levies	Local improvements and Special Levies are recorded in revenue in the year they are levied on taxes.	Local Improvements and Special Levies are recognized as revenue in the year the project expenses are incurred, offsetting the cost of the project.



	PSAB	Budget "Fund" Accounting
Employee Future Benefit Obligation	An Actuarial valuation is performed. The estimated obligation is recognized as a liability on the Balance Sheet.	Benefit payments made on behalf of retirees are expensed in the year they are incurred.
Water & Wastewater	The Financial Statements include all of the Town's water and wastewater activities.	For budgeting purposes, these operations have separate stand-alone budgets.
Union Water Supply System	The Financial Statements include the Town's proportionate share of UWSS assets, liabilities and annual surplus / deficit	The UWSS budget is not incorporated into the Town's budget.

For budgeting purposes, the Town is reporting a surplus of \$484,388 from 'tax funded' operations. Please refer to Appendix A for a detailed reconciliation of the surplus for budgeting purposes to the surplus reported under PSAB standards.

The 2018 budget assumed a \$75,000 surplus which was used to offset 2018 taxation. It is administration's recommendation that the additional surplus of \$409,388 (\$484,388 - \$75,000) be transferred to a reserve to fund infrastructure costs associated with the development of the new school property.

### **Gain on investment in Union Water Supply System (UWSS)**

Included in Annual Surplus is a "Gain on investment in UWSS" of \$2,356,277. As of January 1, 2017, the Town's ownership in UWSS increased from 34.83% to 40.33%. As the value of UWSS assets exceeds its liabilities, this has resulted in a "gain" for the Town. Please refer to Note 3 of the Financial Statements for a breakdown of how UWSS is consolidated with the Town's Financial Statements.

### **Reserves**

As discussed above, Reserves are neither an asset or liability under PSAB financial reporting, they are simply an internal allocation of equity. On page 20 of the Financial Statements you will find a summary of the Town's reserve balances at year end. In 2017, the Town's reserve balances increased by \$3,871,191. This figure includes an increase in UWSS reserves of \$1,592,603.

### **LINK TO STRATEGIC PLAN**

Effectively manage corporate resources and maximize performance in day-to-day operations.

To become a leader in sustainable infrastructure renewal and development.

### **FINANCIAL CONSIDERATIONS**

Overall, the 2017 Financial Statements indicate that the Town is in a relatively healthy financial position. Property taxes are being collected in timely fashion. Long-term debt is decreasing and reserves are increasing.

I caution council that the Financial Statements, while valuable, do not paint the entire financial picture for the municipality. These statements do not provide a commentary on



the state of the Town's infrastructure, nor do they disclose any financial requirements to replace or enhance its infrastructure as this becomes necessary. I would encourage council to maintain its commitment to infrastructure funding as outlined in the strategic plan and evidenced in the 2018 budget.

### **CONSULTATIONS**

None.

### **RECOMMENDATION**

That council approve the Financial Statements for the year ending December 31, 2017, as audited by BDO Canada LLP.

That council approve the allocation of \$409,388 from the 2017 Budget Surplus to the Public Works capital reserve (03-000-032-39068) for future infrastructure improvements.

*Ryan McLeod*

Ryan McLeod, CPA, CA  
Director of Financial Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer



Appendix A - PSAB - Budget Reconciliation

2017

<b>2017 Surplus - Budget</b>	<b>484,388</b>
<b>Deduct:</b>	
<b>Capital Asset Adjustments (Amortization Exp - Additions + Disposals)</b>	<b>(3,320,321)</b>
<b>Add:</b>	
<b>Long-term Debt Principal Repayments</b>	<b>775,018</b>
<b>Reserve Contributions in Excess of Withdrawals</b>	<b>1,835,741</b>
<b>Local Improvement Revenue</b>	<b>702,519</b>
<b>Employee Future Benefits Adjustment</b>	<b>972,650</b>
<b>UWSS Surplus - Regular</b>	<b>701,206</b>
<b>UWSS Gain - Equity Change</b>	<b>2,356,277</b>
<b>Other PSAB Differences*</b>	<b>224,689</b>
<b>2017 Surplus - PSAB</b>	<b>4,732,167</b>

\* These items are not budgeted because they have offsetting reserve adjustments or will be recovered in future years



**THE CORPORATION OF  
THE TOWN OF KINGSVILLE**

Financial Statements  
December 31, 2017

**DRAFT**

*Draft for discussion purposes only*



**THE CORPORATION OF  
THE TOWN OF KINGSVILLE**  
Table of Contents

	<b><u>Page</u></b>
Independent Auditor's Report	1-2
Consolidated Statement of Financial Position	3
Consolidated Statement of Financial Operations and Accumulated Surplus	4
Consolidated Statement of Changes in Net Financial Debt	5
Consolidated Statement of Cash Flows	6
Notes to the Consolidated Financial Statements	7-17
Consolidated Schedule of Tangible Capital Assets	18
Consolidated Schedule of Deferred Revenue	19
Consolidated Schedule of Reserves and Reserve Funds	20
Consolidated Schedule of Accumulated Surplus	21
Consolidated Schedule of Segmented Information	22-23

Draft for discussion purposes only



---

## Independent Auditor's Report

---

**To the Members of Council, Inhabitants and Ratepayers  
of The Corporation of the Town of Kingsville**

We have audited the accompanying consolidated financial statements of The Corporation of the Town of Kingsville, which comprise the Consolidated Statement of Financial Position as at December 31, 2017, and the Consolidated Statement of Financial Operations and Accumulated Surplus, Consolidated Statement of Changes in Net Financial Debt and Consolidated Statement of Cash Flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



### **Opinion**

In our opinion, the consolidated financial statements present fairly in all material respects, the financial position of The Corporation of the Town of Kingsville as at December 31, 2017 and their financial performance and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Chartered Professional Accountants, Licensed Public Accountants

Essex, Ontario  
May 28, 2018

Draft for discussion purposes only



**THE COPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Statement of Financial Position**  
as at December 31, 2017

	<u>2017</u>	<u>2016</u>
<b>FINANCIAL ASSETS</b>		
Cash and cash equivalents (Notes 3 & 9)	\$ 22,076,583	\$ 19,237,767
Taxes and grants-in-lieu receivable	1,315,970	1,507,954
Trade and other receivables (Note 3)	3,414,852	3,029,418
Drainage costs recoverable (Note 6)	2,086,735	2,403,598
Drainage debt receivable (Note 6)	754,963	559,599
Long-term Investment (Note3)	4,033,000	-
	<u>33,682,103</u>	<u>26,738,336</u>
<b>FINANCIAL LIABILITIES</b>		
Accounts payable and accrued liabilities (Note 3)	5,874,689	4,396,527
Accrued interest	67,026	75,274
Municipal debt (Note 3 & 4)	15,512,713	16,028,377
Employee future benefits (Note 7)	1,145,500	2,118,150
Deferred revenue (Schedule 2)	1,982,734	957,805
	<u>24,382,662</u>	<u>23,576,133</u>
<b>NET FINANCIAL ASSETS (DEBT)</b>	<u>9,299,441</u>	<u>3,162,203</u>
Contractual obligations (Note 14)		
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets (Note 3, Schedule 1)	117,649,509	119,025,033
Prepaid expenses	63,856	93,403
	<u>117,713,365</u>	<u>119,118,436</u>
<b>ACCUMULATED SURPLUS</b>	<u>\$ 127,012,806</u>	<u>\$ 122,280,639</u>



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Statement of Financial Operations and Accumulated Surplus**  
for the year ended December 31, 2017

	<u>2017 Budget</u> (Note 11)	<u>2017</u>	<u>2016</u>
<b>REVENUES</b>			
Net taxation/user charges	\$ 27,910,679	\$ 24,016,224	\$ 23,678,680
Government transfers	1,272,699	1,255,796	1,282,368
Other	2,435,689	2,737,939	2,662,317
<b>TOTAL REVENUES</b>	<b>31,619,067</b>	<b>28,009,959</b>	<b>27,623,365</b>
<b>EXPENSES</b>			
General government	3,936,871	3,814,658	3,474,858
Protection to persons and property	5,448,609	5,228,052	5,116,723
Transportation services	7,428,671	8,137,467	7,659,263
Environmental services	10,198,869	9,089,868	9,236,791
Health services	157,036	101,975	135,438
Recreation and culture	2,522,474	2,411,191	2,280,858
Planning and development	383,865	390,016	322,127
<b>TOTAL EXPENSES</b>	<b>30,076,395</b>	<b>29,173,227</b>	<b>28,226,058</b>
<b>NET REVENUES (EXPENSES)</b>	<b>1,542,672</b>	<b>(1,163,268)</b>	<b>(602,693)</b>
<b>OTHER</b>			
Deferred revenue earned	373,455	289,338	185,137
Government transfers for capital projects	2,912,306	2,363,282	1,394,172
Employee future benefits	-	972,650	(166,300)
Gain on investment in UWSS (note 3)	-	2,356,277	-
Contributed tangible capital assets	-	130,900	-
Loss on disposal of tangible capital assets	-	(217,012)	(99,183)
	3,285,761	5,895,435	1,313,826
<b>ANNUAL SURPLUS (DEFICIT)</b>	<b>4,828,433</b>	<b>4,732,167</b>	<b>711,133</b>
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<b>122,280,639</b>	<b>122,280,639</b>	<b>121,569,506</b>
<b>ACCUMULATED SURPLUS, END OF YEAR</b>	<b>\$ 127,109,072</b>	<b>\$ 127,012,806</b>	<b>\$ 122,280,639</b>



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Statement of Changes in Net Financial Debt**  
**for the year ended December 31, 2017**

	<u>2017 Budget</u> (Note 11)	<u>2017</u>	<u>2016</u>
<b>Annual Surplus (Deficit)</b>	\$ 4,828,433	\$ 4,732,167	\$ 711,133
Amortization of tangible capital assets	8,233,745	8,484,740	8,233,745
Acquisition of tangible capital assets	(7,906,449)	(7,411,307)	(5,449,246)
Disposals of tangible capital assets	-	302,091	193,314
Acquisition of prepaid expense	-	(63,856)	(93,403)
Consumption of prepaid expense	-	93,403	61,852
<b>INCREASE (DECREASE) IN NET FINANCIAL ASSETS</b>	<b>5,155,729</b>	<b>6,137,238</b>	<b>3,657,395</b>
<b>NET FINANCIAL ASSETS (DEBT), BEGINNING OF YEAR</b>	<b>3,162,203</b>	<b>3,162,203</b>	<b>(495,192)</b>
<b>NET FINANCIAL ASSETS (DEBT), END OF YEAR</b>	<b>\$ 8,317,932</b>	<b>\$ 9,299,441</b>	<b>\$ 3,162,203</b>

Draft for discussion purposes only



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Statement of Cash Flows**  
for the year ended December 31, 2017

	<u>2017</u>	<u>2016</u>
<b>OPERATING ACTIVITIES</b>		
Annual Surplus (Deficit)	\$ 4,732,167	\$ 711,133
<b>Sources (Uses)</b>		
Taxes and grants-in-lieu receivable	191,984	(58,077)
Trade and other receivables	(385,434)	347,836
Drainage costs and debt receivable	121,499	(144,671)
Prepaid expenses	29,547	(31,551)
Accounts payable and accrued liabilities	1,478,162	(247,493)
Deferred revenue	1,024,929	683,761
Accrued interest	(8,248)	5,526
Increase in employee future benefits	(972,650)	166,300
	6,211,956	1,432,764
<b>INVESTING ACTIVITIES</b>		
Increase in long-term investments	(4,033,000)	-
	(4,033,000)	-
<b>CAPITAL ACTIVITIES</b>		
Acquisition of tangible capital assets	(7,411,307)	(5,449,246)
Amortization of tangible capital assets	8,484,740	8,233,745
Loss on disposal of tangible capital assets	217,012	99,183
Proceeds on disposal of tangible capital assets	85,079	94,131
	1,375,524	2,977,813
<b>FINANCING ACTIVITIES</b>		
Long-term debt issued	800,304	2,606,430
Long-term debt repaid	(1,515,968)	(1,276,853)
	(715,664)	1,329,577
<b>NET INCREASE (DECREASE) IN CASH</b>	2,838,816	5,740,154
<b>CASH, BEGINNING OF THE YEAR</b>	19,237,767	13,497,613
<b>CASH, END OF YEAR</b>	\$ 22,076,583	\$ 19,237,767



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
**for the year ended December 31, 2017**

**1. Significant Accounting Policies**

**(a) Management Responsibility**

The consolidated financial statements of the Corporation of the Town of Kingsville (the "Town") are the responsibility of management. They have been prepared in accordance with generally accepted accounting principles established by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada. The preparation of financial statements requires management to make estimates that affect the reported amounts of assets and liabilities at the date of the statements, and the reported amounts of revenues and expenses during the reported period. Actual results could differ as additional information becomes available in the future.

**(b) Basis of Consolidation**

**(i) Consolidated Entities**

The consolidated financial statements reflect the financial assets, liabilities, revenues, expenses, reserves and changes in investment in tangible capital assets of the Town and includes the activities of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the Town and are owned or controlled by the Town.

Interdepartmental and inter-organizational transactions and balances have been eliminated.

The Town's proportionate share in the Union Water Supply System is accounted for on a proportionate consolidation basis, consistent with the generally accepted accounting treatment for government units.

**(ii) Accounting for Region (County) and School Board Transactions**

The taxation, other revenues, expenses, assets and liabilities with respect to the operations of the School Boards, and the County of Essex are not reflected in the municipal fund balances of these financial statements. Taxation raised by the municipality on their behalf is reflected as a deduction from total taxation on the Consolidated Statement of Financial Operations. Amounts due from/to the County of Essex and School Boards are included in trade and other receivables/accounts payable and accrued liabilities on the Consolidated Statement of Financial Position.

**(iii) Trust Funds**

Trust funds and their related operations administered by the municipality are not consolidated, but are reported separately on the Trust Funds Financial Statements.



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
**for the year ended December 31, 2017**

**(c) Basis of Accounting**

**(i) Accrual Basis of Accounting**

Revenues and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods and services and the creation of a legal obligation to pay.

**(ii) Non-financial assets**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

**(ii.1) Tangible capital assets**

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Land - Not amortized

Land Improvements - 10 to 30 years

Buildings & Improvements - 10 to 40 years

Information Technology - 4 years

Vehicles/Machinery & Equipment - 4 to 25 years

Furniture and Fixtures - 10 to 15 years

Infrastructure - 20 to 50 years

One half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use, at which time they are capitalized.

The Town has a capitalization threshold of \$5,000 - \$50,000 depending on the asset, so that individual tangible capital assets of lesser value are expensed, unless they are land, construction in progress, or pooled because, collectively, they have significant value, or for operational reasons. Examples of asset pools are desktop computers and computer laptops.

**(ii.2) Contribution of tangible capital assets**

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
**for the year ended December 31, 2017**

**(ii.3) Leases**

Leases are classified as capital or operation leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

**(ii.4) Inventories**

Inventories held for consumption are recorded at the lower of cost or replacement cost.

**(iii) Deferred Revenue**

Revenue restricted by legislating, regulation or agreement and is not available for general municipal purposes is reported as deferred revenue on the consolidated statement of financial position. The revenue is reported on the consolidated statement of operations in the year in which it is used for the specific purpose.

**(iv) Employee Future Benefits**

The Town has adopted the accrual method for employee future benefits as required by the Chartered Professional Accountants of Canada. The cost of future benefits earned by employees is actuarially determined using the projected benefit method prorated on service and assumptions with respect to mortality and termination costs, retirement age and expected inflation costs associated with employee benefit costs.

**(v) Use of Estimates**

The preparation of financial statements in accordance with local government accounting standards established by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the period. Actual results could differ from those estimates. Adjustments, if any, will be reflected in operations in the period of settlement.



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
**for the year ended December 31, 2017**

**(vi) Taxes receivable and related revenues**

Property tax billings are prepared by the Town based on assessment rolls issued by the Municipal Property Assessment Corporation ("MPAC"). Tax rates are established annually by Town Council, incorporating amounts to be raised for local services and amounts the Town is required to collect on behalf of the Province of Ontario in respect to education taxes. A normal part of the assessment process is the issuance of supplementary assessment rolls, which provide updated information with respect to changes in property assessment. Once a supplementary assessment roll is received, the Town revenues are recorded at the time tax billings are issued. Assessment and the related property taxes are subject to appeal. Tax adjustments as a result of appeals are recorded based upon management's estimate of the outcome taking into consideration historical trends. The Town is entitled to collect interest and penalties on overdue taxes. These revenues are recorded in the period the interest and penalties are levied. Tax revenue is recorded net of reductions. Taxes receivable are reported net of an allowance for doubtful accounts.

**(vii) Government transfers**

Government transfers, which include legislative grants, are recognized as revenue in the consolidated financial statements when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. When transfer stipulations give rise to a liability, government transfers are recognized as deferred revenue and recognized as revenue when the stipulations are settled.

Draft for discussion purposes only



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
for the year ended December 31, 2017

**2. Operation of School Boards and the County of Essex**

During the year, the following revenue was raised and remitted to the school boards and the County of Essex.

	<u>2017</u>	<u>2016</u>
School Boards	\$ 6,123,586	\$ 6,314,299
County	<u>10,563,840</u>	<u>10,340,100</u>
	<u>\$ 16,687,426</u>	<u>\$ 16,654,399</u>

**3. Equity in the Union Water Supply System**

Effective January 2, 2001, the assets, liabilities, rights and obligations of the Union Water Supply System (UWSS) were transferred from Ontario Clean Water Agency to the joint ownership of the system's participating municipalities pursuant to an order issued by the Minister of the Environment under the Municipal Water and Sewage Act, 1997.

The equity of interest for each municipality is determined every 4 years according to their proportional water consumption from the system. The ownership interests were last set January 1, 2017. Kingsville's equity is currently 40.33% (2016 - 34.83%). The change in Kingsville's equity share during 2017 has resulted in a gain of \$2,356,277.

The Town's equity in the UWSS is made up as follows:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 3,381,487	\$ 5,667,823
Trade and other receivables	373,995	270,831
Long-term Investment	4,033,000	-
Accounts payable and accrued liabilities	(459,371)	(202,146)
Long-term debt	<u>(5,548,015)</u>	<u>(5,068,099)</u>
Net Financial Assets	1,781,096	668,409
 Tangible capital assets	 <u>16,198,048</u>	 <u>14,253,251</u>
 Accumulated surplus	 <u>\$ 17,979,144</u>	 <u>\$ 14,921,660</u>
 Equity in Reserve and Reserve Funds	 <u>\$ 7,329,112</u>	 <u>\$ 5,736,509</u>

The Town's share of any operating surplus or deficit from UWSS is included in Environmental Services expenses on the Consolidated Statement of Financial Operations and Accumulated Surplus. Kingsville's share of the UWSS current year operating surplus was \$701,206 (2016 - \$661,780).



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
for the year ended December 31, 2017

**4. Municipal Debt**

(a) The balance of net long-term liabilities reported on the "Consolidated Statement of Financial Position" is made up of the following:

	<u>2017</u>	<u>2016</u>
<b><i>Property Tax Supported</i></b>		
i) OSIFA Loan - repayable in semi-annual instalments of \$49,389 plus interest at 4.72%, due September, 2027	\$ 938,388	\$ 1,037,165
ii) OILC Loan - repayable in semi-annual instalments of \$119,772 including interest at 3.97%, due December, 2033	2,816,989	2,940,994
iii) OILC Loan - repayable in semi-annual instalments of \$91,043 including interest at 2.47%, due November, 2025	1,314,466	1,461,358
iv) OILC Loan - repayable in semi-annual instalments of \$52,753 including interest at 3.34%, due November, 2035	1,418,716	1,475,414
v) Mortgage - repayable in annual instalments of \$143,750, interest free, due January, 2017	-	143,750
vi) OILC Loan - repayable in semi-annual instalments of \$131,283 including interest at 2.56%, due November, 2026	2,098,697	2,303,594
<b><i>Benefiting Property Owners</i></b>		
i) Sewer Separation Program Debentures - repayable in annual instalments including interest ranging from 4.0% to 5.0%, due in various amounts from 2017 to 2022	631,964	818,373
ii) Drain Debentures - repayable in annual instalments including interest ranging from 2.25% to 5.0%, due in various amounts from 2017 to 2028	754,963	559,599
iii) Sanitary Sewer Debentures - repayable in annual instalments including interest ranging from 2.83% to 5.0%, due in various amounts from 2018 to 2025	1,540,739	2,010,054
iv) Watermain Debentures - repayable in annual instalments including interest at 5%, due in various amounts in 2018	17,372	33,916
v) Tile Loans - repayable in annual instalments including interest ranging from 6.0% to 6.8%, due in various amounts from 2017 to 2024	<u>131,224</u>	<u>153,225</u>
<b>Total long-term liabilities incurred by the Municipality and those incurred on behalf of benefiting land owners</b>	<b>11,663,518</b>	<b>12,937,442</b>
<b>Less: Internally financed debt</b>	<b><u>(1,898,820)</u></b>	<b><u>(1,977,164)</u></b>
	<b>9,764,698</b>	<b>10,960,278</b>
<b>Share of Union Water System Obligations</b>	<b><u>5,548,015</u></b>	<b><u>5,068,099</u></b>
	<b>\$ <u>15,312,713</u></b>	<b>\$ <u>16,028,377</u></b>



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Financial Statements**  
for the year ended December 31, 2017

**4. Municipal Debt (continued)**

(b) Principal payments are as follows:

2018	\$ 1,325,839
2019	1,337,305
2020	1,360,847
2021	1,329,986
2022	1,415,610
2023 onward	8,543,126
	<u>\$ 15,312,713</u>

(c) The long-term liabilities in (a) issued in the name of the Municipality have received approval of the Ontario Municipal Board (or approval by private legislation) for those approved by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs.

(d) Total interest charges for the year for net long-term liabilities which are reported on the Consolidated Statement of Financial Operations, are as follows:

	<u>2017</u>	<u>2016</u>
Interest	\$ 1,053,205	\$ 996,394

**5. Trust Funds**

The municipality administers a Perpetual Care Cemetery Trust Fund which amounts to \$1,136,887 (2016 - \$1,099,351). The assets and liabilities of this trust have not been included in the "Consolidated Statement of Financial Position" nor have the operations been included in the "Consolidated Statement of Financial

**6. Drainage Costs Recoverable and Drainage Debt Receivable**

The Town incurs costs to maintain and construct municipal drains which are recoverable from the benefitting landowners. In accordance with the Drainage Act these costs can accumulate for a five year period prior to being invoiced. Drainage costs recoverable represents accumulated drainage costs which have not yet been invoiced to the benefitting landowners. Drainage debt receivable represents costs that have been billed to the benefitting landowners, financed on taxes and are in the collection stage. The Town issues a debenture by-law for all financed projects which outlines the terms and interest rates. There are approximately 350 municipal drains in the Town of Kingsville.



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
for the year ended December 31, 2017

**7. Employee Future Benefits**

The municipality pays certain benefits on behalf of its retired employees. Information about the Town's defined benefit plans is as follows:

	<u>2017</u>	<u>2016</u>
Accrued benefit as at January 1	\$ 2,118,150	\$ 1,951,850
Service cost	140,215	135,473
Interest cost	78,429	72,330
Benefit paid for year	(35,078)	(41,503)
Actuarial loss (gain)	<u>(1,156,216)</u>	<u>-</u>
Projected accrued benefit obligation at December 31	\$ <u>1,145,500</u>	\$ <u>2,118,150</u>

All actuarial gains and losses are fully recognized in the year they are identified.

An actuarial valuation was performed as of December 31, 2017 (previously, January 1, 2011). The main actuarial assumptions employed in the valuations are as follows:

	<u>2017</u>	<u>2016</u>
Discount rate	3.5%	3.5%
Salary scale	3.0%	3.0%
Drug expense trend	8% in 2018 to 4% over 10 years	9.5% in 2011 to 4.5% over 20 years
Dental expense trend	4.0%	4.5%
Other medical expense trend	4.5%	4.5%

**8. Segmented Information**

The Town provides a wide range of services to its citizens. On Schedule 5, consolidated revenues and expenses have been presented on a segmented basis. Municipal services have been segmented by grouping activities with similar service objectives. Revenue directly related to each service has been allocated to its respective segment. Municipal taxation revenue has been allocated based on the percentage of total budgeted expenditures. The segments are defined as follows:

**General Government**

General government consists of governance, corporate management and program support. It includes the offices of Council, Chief Administrative Officer, Information Technology, Financial and Clerk Services.

**Protection to Persons and Property**

Protection to persons and property includes Fire and Police services, Building permitting & inspection and by-law enforcement, and Animal control.



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
for the year ended December 31, 2017

**Transportation**

Transportation services refers to the operations of the Public Works Department which is responsible for road maintenance, winter control and street lighting.

**Environmental**

Environmental services includes the distribution and treatment of water, the collection and treatment of waste water and storm water, and the collection and disposal of garbage.

**Health Services**

Health Services refers to cemetery operations.

**Recreation & Culture**

Recreation & Culture services refers to the operations of municipally owned recreational facilities, parks, arena, marina and community centres. It also includes the delivery of recreational and cultural programming.

**Planning & Development**

Planning & Development refers to the operations of the planning department which facilitates the orderly growth of the Town in accordance with the official plan.

**9. Bank Overdraft**

The Town has an authorized overdraft limit of \$2,000,000 bearing interest at prime with TD Canada Trust. At December 31, 2017, the Town had \$2,000,000 (2016 - \$2,000,000) in unused credit

**10. Reserve, Reserve Funds and Deferred Revenue**

The balance of reserve, reserve funds and deferred revenue is made up of the following:

	<u>2017</u>	<u>2016</u>
Total reserves and reserve funds (Schedule 3)	\$ 23,042,213	\$ 19,171,022
Deferred revenue portion of reserve funds set aside for specific purposes by legislation, regulation or agreement (Schedule 2)	<u>1,982,734</u>	<u>957,805</u>
	<u>\$ 25,024,947</u>	<u>\$ 20,128,827</u>



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
for the year ended December 31, 2017

**11. Budget Amounts**

The 2017 Financial Budget was not prepared on a basis consistent with that used to report actual results (Public Sector Accounting Standards). The budget was prepared on a modified accrual basis while Public Sector Accounting Standards now require a full accrual basis. Further, the budget includes all tangible capital expenditures rather than amortization expense. For the purpose of these financial statements, the budget figures have been modified as follows;

**Consolidated Statement of Financial Activities**  
**For the year ended December 31, 2017**

	2017 Budget	Change	Restated 2017 Budget
<b>Revenue</b>	\$ 37,452,420		\$ 37,452,420
Less: Contributions from reserves		(3,335,201)	(3,335,201)
Less: Proceeds from Long-term Debt		-	-
Less: Inter-departmental revenues		(435,000)	(435,000)
Plus: Local Improvements		1,222,609	1,222,609
	<u>37,452,420</u>	<u>(2,547,592)</u>	<u>34,904,828</u>
<b>Expenses</b>			
Total Expenditures as per budget	37,452,420		37,452,420
Less: Contributions to reserves		(2,366,787)	(2,366,787)
Less: Capital expenditures		(11,978,454)	(11,978,454)
Plus: Amortization		8,233,745	8,233,745
Plus: Interest on non-tax funded debt		143,149	143,149
Less: Repayments of tax funded debt		(631,268)	(631,268)
Plus: Capital transactions to be financed		(341,410)	(341,410)
Less: Inter-departmental expenses		(435,000)	(435,000)
	<u>37,452,420</u>	<u>(7,376,025)</u>	<u>30,076,395</u>
<b>Annual Surplus (Deficit)</b>	-	4,828,433	4,828,433
<b>Accumulated surplus, beginning of year</b>			122,280,639
<b>Accumulated surplus, end of year</b>			<u>\$ 127,109,072</u>

**12. Pension Plan**

The Town belongs to the Ontario Municipal Employee Retirement Fund (OMERS) which is a multi-employer plan on behalf of 59 members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on their length of service and rates of pay. The plan is funded through equal contributions from the employer and its member employees.

The amount contributed by the Municipality in 2017 was \$395,437 (2016 - \$355,880). At December 31, 2017 the OMERS plan was in a deficit position, funded at 94% (2016 - 93%). Contribution rates to the plan are determined by OMERS, based on the funding status of the plan, investment projections and other actuarial assumptions.



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Notes to the Consolidated Financial Statements**  
for the year ended December 31, 2017

**13. Public Sector Salary Disclosure Act**

The Public Sector Salary Disclosure Act requires all municipalities to disclose, which, if any, employees or officers received remuneration totaling more than \$100,000 during the year. During 2017, the following employees met this requirement:

<b>Position</b>	<b>Name</b>	<b>Salary Paid</b>	<b>Taxable Benefits</b>
Chief Administrative Officer	M. Van Mierlo-West	\$ 133,206	1,042
Director of Financial Services	S. Zwiers	131,979	1,030
Director of Corporate Services	J. Astrologo	118,781	938
Director of Municipal Services	A. Plancke	115,101	1,167
Manager of Information Technology	T. Iacobelli	109,923	896
Manager of Planning	R. Brown	104,426	853
Manager of Building & By-law	P. Valore	103,540	854

**14. Contractual Obligations**

The Town has entered into various facility leases. The obligation over the remaining life of these leases are as follows:

2018	34,000
2019	25,500
	<u>\$ 59,500</u>

Policing services for the Town are currently provided by the Ontario Provincial Police (OPP). Under the current agreement, which expires December 31, 2018, policing costs are determined annually. In 2017, the OPP contract approximated \$3.1 million (2016 - \$3.0 million)

The Town has entered an agreement with the Ontario Clean Water Agency (OCWA), to operate their sewage facilities through May 31, 2025. Under this agreement, the Town retains responsibility for all operating and capital costs associated with these facilities. Included in the consolidated statement of financial activities are charges from OCWA of approximately \$1,089,000 (2016 - \$972,000).

The Town has entered an agreement for waste collection services which expires on December 31, 2020. In 2017, the cost of collection services provided under this agreement was \$512,000 (2016 - \$501,000).

**15. Comparative Amounts**

Certain comparative balances have been reclassified to conform with the current year's presentation.



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Schedule of Tangible Capital Assets**  
**Categorized by Asset Type**  
**For the Year Ended December 31, 2017**

Schedule 1

	GENERAL					INFRASTRUCTURE			TOTALS	
	Land & Improvements	Buildings & Improvements	Information Technology	Furniture & Fixtures	Vehicles, Machinery & Equipment	Roads & Bridges	Water, Wastewater & Storm Sewers	Construction in Progress	2017	2016
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>COST</b>										
Balance, beginning of year	4,060,345	15,072,644	329,560	385,666	9,673,264	123,089,595	100,462,467	3,286,004	256,359,545	252,485,423
Additions during the year	129,850	8,027	41,344	19,842	1,057,585	2,396,724	847,464	659,742	5,160,578	5,449,246
Disposals during the year	-	-	(6,585)	-	(1,408,390)	(674,390)	(30,294)	-	(2,119,659)	(1,575,124)
Adjustments / Transfers	-	-	-	-	-	-	3,440,344	-	3,440,344	-
<b>BALANCE, END OF YEAR</b>	<b>4,190,195</b>	<b>15,080,671</b>	<b>364,319</b>	<b>405,508</b>	<b>9,322,459</b>	<b>124,811,929</b>	<b>104,719,981</b>	<b>3,945,746</b>	<b>262,840,808</b>	<b>256,359,545</b>
<b>ACCUMULATED AMORTIZATION</b>										
Balance, beginning of year	44,428	5,656,292	248,575	242,530	5,884,616	86,670,854	38,587,217	-	137,334,512	130,482,577
Amortization during the year	23,335	431,639	36,102	20,044	548,192	5,123,659	2,301,769	-	8,484,740	8,233,745
Accumulated Amortization on disposals	-	-	(6,585)	-	(1,306,684)	(479,263)	(25,036)	-	(1,817,568)	(1,381,810)
Adjustments / Transfers	-	-	-	-	-	-	1,189,615	-	1,189,615	-
<b>BALANCE, END OF YEAR</b>	<b>67,763</b>	<b>6,087,931</b>	<b>278,092</b>	<b>262,574</b>	<b>5,126,124</b>	<b>91,315,250</b>	<b>42,053,565</b>	<b>-</b>	<b>145,191,299</b>	<b>137,334,512</b>
<b>TANGIBLE CAPITAL ASSETS</b>										
	4,122,432	8,992,740	86,227	142,934	4,196,335	33,496,679	62,666,416	3,945,746	117,649,509	119,025,033



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Schedule of Deferred Revenue**  
For the Year Ended December 31, 2017

**Schedule 2**

	Opening	Contributions Received	Deferred Revenue Allocated	Ending
	\$	\$	\$	\$
Development charges	957,805	1,148,840	(289,338)	1,817,307
Federal gas tax		165,427		165,427
	957,805	1,314,267	(289,338)	1,982,734

Draft for discussion purposes only



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Schedule of Reserves and Reserve Funds**  
For the Year Ended December 31, 2017

Schedule 3

	Opening	Contributions Received	Transfer to Operations	Transfer to Capital	Ending
	\$	\$	\$	\$	\$
<b>RESERVE FUNDS</b>					
WATER CAPITAL	59,276	-	-	-	59,276
	59,276	-	-	-	59,276
<b>RESERVES</b>					
BIA	59,644	609	-	5,239	55,014
BUILDING	189,716	197,981			387,697
FACILITIES	150,000	220,000		11,944	358,056
FIRE	177,549	247,000		410,000	14,549
GENERAL	9,046,435	569,887	16,357	333,373	9,266,592
IT	23,316			19,000	4,316
MARINA	1,128	15,557			16,685
MIGRATION	11,749				11,749
PARKS & RECREATION	467,915	278,720	2,000	190,845	553,790
POLICE	502,280	80,000	200		582,080
PUBLIC WORKS	493,865	1,541,193		219,191	1,815,867
SEWER	(126,895)	530,948	130,933	95,217	177,903
WATER - MUNICIPAL	2,378,535	729,434	9,999	688,443	2,409,527
WATER - UNION WATER SUPPLY SYSTEM	5,736,509	1,592,603			7,329,112
	19,111,746	6,003,932	159,489	1,973,252	22,982,937
	19,171,022	6,003,932	159,489	1,973,252	23,042,213



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Schedule of Accumulated Surplus**  
as at December 31, 2017

**Schedule 4**

	<u><b>2017</b></u>		<u><b>2016</b></u>
Tangible capital assets	\$ 117,649,509	\$	119,025,033
Reserves and reserve funds	23,042,213		19,171,022
Operating fund surplus	4,277,316		4,160,789
Unfinanced capital (net of drainage costs recoverable)	(354,162)		(512,113)
Drainage debt receivable	754,963		559,599
Amounts to be Recovered:			
Municipal Debt - Recoverable from future taxation	(8,587,256)		(9,362,275)
Municipal Debt - Recoverable from benefiting property owners	(3,076,262)		(3,575,167)
Union Water Supply System Debt - Recoverable from rate payers	(5,548,615)		(5,068,099)
Unfunded Liabilities:			
Post-employment liabilities and sick leave	(1,145,500)		(2,118,150)
<b>Accumulated Surplus</b>	<b>\$ 127,012,806</b>	<b>\$</b>	<b>122,280,639</b>

Draft for discussion purposes only



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Schedule of Segmented Information**  
For the Year Ended December 31, 2017

**Schedule 5**

	General Government	Protection to Persons & Property	Transportation	Environmental	Health Services	Recreation & Culture	Planning & Development	Total
<b>Revenues</b>								
Property taxes	2,649,335	5,501,934	2,972,218	1,683,338	95,248	1,918,746	269,124	\$ 15,089,943
Government transfers	1,074,200	120,019	43,578	-	-	-	18,000	1,255,797
User charges	154,803	77,968	21,418	8,003,710	66,944	530,532	70,906	8,926,281
Local improvement charges	-	-	-	1,209,181	-	-	-	1,209,181
Licences, permits, rents	23,021	686,206	55,710	-	3,308	95,560	-	863,805
Fines and penalties	270,253	77,449	-	22,765	-	1,114	-	371,581
Donations	-	250	-	-	-	20,592	2,800	23,642
Investment income	269,729	-	-	-	-	-	-	269,729
	<u>4,441,341</u>	<u>6,463,826</u>	<u>3,092,924</u>	<u>10,918,994</u>	<u>165,500</u>	<u>2,566,544</u>	<u>360,830</u>	<u>28,009,959</u>
<b>Expenses</b>								
Wages and benefits	2,239,852	1,450,257	867,473	779,313	39,083	1,024,337	236,633	6,636,948
Interest on long-term debt	29,656	-	226,525	748,214	-	48,809	-	1,053,204
Materials	915,663	282,512	1,729,348	724,169	12,887	852,680	91,797	4,609,056
Contracted services	399,849	3,218,381	-	4,483,826	37,635	28,824	55,295	8,223,810
Rents & financial expenses	109,801	20,315	4,012	-	-	25,447	5,894	165,469
Amortization	119,837	256,587	5,310,109	2,354,346	12,370	431,094	397	8,484,740
	<u>3,814,658</u>	<u>5,228,052</u>	<u>8,137,467</u>	<u>9,089,868</u>	<u>101,975</u>	<u>2,411,191</u>	<u>390,016</u>	<u>29,173,227</u>
<b>Other</b>								
Deferred revenue earned	30,879		200,755			51,345	6,359	289,338
Government transfers for capital projects			2,363,282	-				2,363,282
Change in employee benefits	972,650							972,650
Gain on investment in UWSS				2,356,277				2,356,277
Contributed tangible capital assets			31,200			99,700		130,900
Gain/(Loss) on sale of assets		(94,506)	(117,469)	(5,258)		221		(217,012)
	<u>1,003,529</u>	<u>(94,506)</u>	<u>2,477,768</u>	<u>2,351,019</u>	<u>-</u>	<u>151,266</u>	<u>6,359</u>	<u>5,895,435</u>
<b>Annual Surplus (Deficit)</b>	<u>\$ 1,630,212</u>	<u>\$ 1,141,268</u>	<u>\$ (2,566,775)</u>	<u>\$ 4,180,145</u>	<u>\$ 63,525</u>	<u>\$ 306,619</u>	<u>\$ (22,827)</u>	<u>\$ 4,732,167</u>



**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**Consolidated Schedule of Segmented Information**  
For the Year Ended December 31, 2016

Schedule 5

	General Government	Protection to Persons & Property	Transportation	Environmental	Health Services	Recreation & Culture	Planning & Development	Total
<b>Revenues</b>								
Property taxes	2,106,204	6,379,423	2,993,565	1,488,716	151,987	1,180,938	187,809	\$ 14,488,643
Government transfers	1,122,546	103,496	34,989	1,577	-	6,760	13,000	1,282,368
User charges	207,715	57,770	27,007	8,110,883	83,949	584,260	118,453	9,190,037
Local improvement charges	-	-	-	1,170,741	-	-	-	1,170,741
Licences, permits, rents	22,264	575,558	55,782	-	3,587	84,737	-	741,928
Fines and penalties	270,288	115,668	-	26,459	-	1,448	-	413,863
Donations	-	2,360	1,750	-	-	80,142	59,332	143,584
Investment income	66,586	-	-	-	-	125,615	-	192,201
	<u>3,795,603</u>	<u>7,234,275</u>	<u>3,113,093</u>	<u>10,798,376</u>	<u>239,523</u>	<u>2,063,900</u>	<u>378,594</u>	<u>27,623,365</u>
<b>Expenses</b>								
Wages and benefits	2,143,793	1,387,403	733,465	768,694	46,234	929,199	227,377	6,236,165
Interest on long-term debt	-	-	211,663	734,074	-	50,657	-	996,394
Materials	762,543	308,067	1,535,156	1,059,017	29,972	845,108	48,209	4,588,072
Contracted services	340,553	3,168,517	-	4,412,506	40,362	26,640	40,472	8,029,050
Rents & financial expenses	107,977	11,055	-	-	-	17,822	5,778	142,632
Amortization	119,992	241,681	5,178,979	2,262,500	18,870	411,432	291	8,233,745
	<u>3,474,858</u>	<u>5,116,723</u>	<u>7,659,263</u>	<u>9,236,791</u>	<u>135,438</u>	<u>2,280,858</u>	<u>322,127</u>	<u>28,226,058</u>
<b>Other</b>								
Deferred revenue earned						185,137		185,137
Government transfers for capital projects			1,286,713	107,459				1,394,172
Change in employee benefits	(166,300)							(166,300)
Gain/(Loss) on sale of assets	(18,968)	(120,041)	18,062	21,764				(99,183)
	<u>(185,268)</u>	<u>(120,041)</u>	<u>1,304,775</u>	<u>129,223</u>	<u>-</u>	<u>185,137</u>	<u>-</u>	<u>1,313,826</u>
<b>Annual Surplus (Deficit)</b>	<u>\$ 135,477</u>	<u>\$ 1,997,511</u>	<u>\$ (3,241,395)</u>	<u>\$ 1,690,808</u>	<u>\$ 104,085</u>	<u>\$ (31,821)</u>	<u>\$ 56,467</u>	<u>\$ 711,133</u>





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 10, 2018  
**To:** Mayor and Council  
**Author:** G.A. Plancke / Director of Municipal Services  
**RE:** Forman Rd Surplus  
**Report No.:** MS 2018 - 22

---

## **AIM**

To advise and recommend to Council that a section of the unopened road allowance known as Forman Road be disposed of in accordance with the Policy for Disposal and Sale of Road Allowances

## **BACKGROUND**

Forman Road is located within the Linden Beach area of Kingsville between Park Ave and Erie Ave and joins to County Rd 50 (Heritage Rd.). It is approximately 220 m in length and 9.1m in width.

Over the last few years, residents that own property along Forman Road have expressed interest in acquiring the unopened section of the Foreman Road allowance. The unopened section represents approximately 100m of the total road allowance length and does not have an accessible road surface. There are no utilities or underground services in the unopened section and no viable plan for installing same in the near or extended future. Many of the local residents have placed structures such as sheds, and patios within the unopened section as there are no clear indications of property limits in this area.

As per the Policy for Disposal and Sale of Road Allowances:

- a)** The Applicant(s) must file the following documentation with the Town:
- i) A correctly completed 'Application to Purchase Road Allowance' form;
  - ii) The purchaser(s) shall be responsible for all costs incurred or required to dispose of the real property including legal, survey, appraisal, encumbrances, improvements, administrative fees, etc.



**b)** Consent from the abutting property owner(s), indicating their approval of the sale and purchase of the road allowance, as shown on the reference plan.

**c)** The Town will review the documentation provided and advise the applicant of any deficiencies. Upon presentation of the application to the Town, the request will be circulated to the Municipal Services Department and the Planning Review Committee for comment and to deem it surplus to the Town requirements. The Town Solicitor would conduct a full title search of the subject and abutting properties.

**d)** Notice is provided by mail to each abutting property owner to the subject road allowance, as determined by the Clerk to obtain any affected interest, ingress or egress to their property. A written response from each abutting property owner is required to address any concerns and to be resolved to Council's satisfaction. The Council approves and declares by resolution the road allowance is surplus and available for sale.

**e)** Reference Plan Requirements:

i) A reference plan is required for the conveyance and to show all structures and their plotted location on the road allowance to be conveyed;

ii) The road allowance must be identified as a part on the reference plan to be registered at the Land Registry Office for merging purposes.

The Reference Plan is to be prepared by a qualified Land Surveyor and indicate the deposited Plan number on the Plan. Three (3) copies of the reference plan are to be provided to the Clerk with one to be forwarded to the Town Solicitor for transfer purposes.

**f)** Council shall obtain at least one appraisal of the appraised value of the real property from an independent qualified appraiser who is a registered member in good standing of the Appraisal Institute of Canada.

**g)** The surplus road allowance is deemed to be a viable building property or a non-viable property in the appraisal and the Town shall offer it for sale at the appraised value to the property owner(s) whose land is adjacent to the road allowance. Each property owner may purchase the abutting portion of the road allowance to the centre line of the road allowance. If an abutting property owner does not wish to purchase that portion of the road allowance, then it shall be offered for sale to the other abutting property owner.

**h)** In cases, where all abutting property owner(s) whose land is adjacent to the road allowance do not agree to purchase the surplus road allowance at the appraised value and it is considered as a viable building lot, then staff shall notify Council and a recommendation made to offer the surplus road allowance for sale to the public at the appraised value in a manner outlined below in Section 4(J).

**i)** Notice of intent for the Council to close and sell the surplus road allowance shall be advertised at least once in local newspapers having a general circulation throughout the Town of Kingsville.

**j)** The road allowance shall be offered for sale to the general public in a manner set as follows:

i) by sealed tender having a closing date of at least 21 days from the first publication of the notice to sell surplus lands. Administration reserves the right to reject any or all tenders if the amount falls to meet the appraised value of the land;  
or



- ii) by listing the property for sale with a real estate firm or agent; or
- iii) by public auction.

**k)** A By-law is approved by the Council to close up and sell the surplus road allowance should no objections be received and a certified copy of the By-law is provided to the Town Solicitor for registration in the Land Titles Office in accordance with the Municipal Act, 2001, as amended.

Should an objection be received, the Council shall consider the objection and may provide Administration with direction on how to proceed with the proposed sale of the road allowance;

**l)** The Town Solicitor Is instructed to prepare all necessary deeds for conveyance to the purchasers, invoice for all legal, survey, appraisal costs and purchase price and registration of the road closing By-law.

## **DISCUSSION**

The defined section of the Forman Road unopened road allowance is considered a non-viable building lot and as such the Town may offer it for sale at an appraised value to the property owner(s) whose land is adjacent to the road allowance. Each property owner may purchase the abutting portion of the road allowance to the centre line of the road allowance. If an abutting property owner does not wish to purchase that portion of the road allowance, then it shall be offered for sale to the other abutting property owner. The purchaser(s) shall be responsible for all costs incurred or required to dispose of the real property including legal, survey, appraisal, encumbrances, improvements, administrative fees, etc.

It is important to note that agreement of all abutting landowners to acquire the portion(s) which abuts their properties is absolute. Without complete conveyance of the unopened portion of the road allowance the Town will be unable to proceed with disposal.

There are eight (8) property owners whose lands abut the unopened road allowance. Two (2) have formally proceeded to complete the Application to Purchase Road Allowance. Municipal Services would require concurrence from the remaining property owners in order to proceed.

An appraisal to determine land value, and an estimate for legal expenses, survey preparation, encumbrances, and related expenses is required in order to advise residents of the projected costs to the process of acquiring the lands.

Municipal Services has deemed the defined section of the Forman Road allowance “Surplus” to the needs of the municipality.



## **LINK TO STRATEGIC PLAN**

Effectively manage corporate resources and maximize performance in day-to-day operations.

## **FINANCIAL CONSIDERATIONS**

Should Council approve the recommendation there will be costs associated with land appraisal, legal review, and survey preparation to provide initiating residents information on land acquisition costs. These costs have been estimated at less than \$5000, however may not be recoverable should the disposal of the road allowance not be accepted by all potential benefiting residents.

These funds have not been budgeted for in 2018, and as such will be an expense to the General Administration Professional Services Operational budget line.

## **CONSULTATIONS**

Finlay Appraisal and Consultation Services  
VSHBB Ontario Land Surveyors  
Corporate Services  
Financial Services  
Municipal Services internal review

## **RECOMMENDATION**

That Council authorize Municipal Services to proceed to obtain an appraisal to determine land value, and determine costs for legal review, survey preparation, encumbrances, and related expenses in order to advise Council and interested purchasing residents of the projected costs and recommended segmentation of the road allowance at a future regular meeting of Council to be determined.

Respectfully Submitted

*G.A. Plancke*

G.A. Plancke  
Director of Municipal Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer



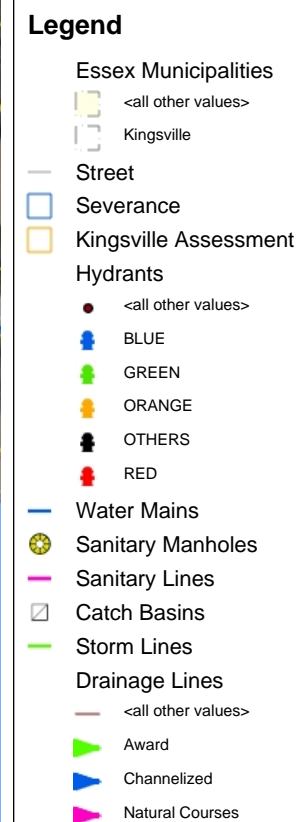
## Forman Rd. Surplus Request



## Notes

Revsion 1

THIS MAP IS NOT TO BE USED FOR NAVIGATION  
Copyright the Corporation of the County of Essex, 2012. Data herein is provided by the Corporation of the County of Essex on an 'as is' basis. Assessment parcel provided by Teranet Enterprises Inc. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



0	19.17	38.3Meters
---	-------	------------

1: 1,150



1/26/2018





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 11, 2018  
**To:** Mayor and Council  
**Author:** G.A. Plancke / Director of Municipal Services  
**RE:** Road 11 Water Works Petition Award of Tender  
**Report No.:** MS 2018 - 18

---

## **AIM**

To provide Council with an update with regards to the Road 11 Water Works Petition initiated in January 2018 and to recommend Award of Tender.

## **BACKGROUND**

As per the Engineer's Report and assessment schedule previously provided under Report No. MS 2018-01, outlined a total estimated cost for the proposed watermain, including valves, connections to the existing system, private service connections and automatic flushing device at approximately \$400,000 (excluding HST). This does not include the cost of the fire hydrants which was originally estimated at an additional \$50,000 to be paid for the Town as part of resolution 470-2017. A breakdown of the estimated costs were shown as per below:

<i>Engineering Estimate</i>	
(includes watermain, valves, hydrants)	\$ 339,250.00
Contingencies (10%)	\$ 30,000.00
Engineering & Contract Administration	\$ 30,000.00
Engineer's Report Cost	\$ 750.00
<b>Sub Total</b>	<b>\$ 400,000.00</b>
<b>Property Owner Share (1/16<sup>th</sup>)</b>	<b>\$ 25,000.00</b>

RC Spencer Associates Inc, prepared the Tender documents and Municipal Services posted the Tender on the Town's E Bids and Tenders for a three week period ending on May 11, 2018.



## DISCUSSION

On May 11, 2018 the tender closed for Contract No. MS17-201 for the Road 11 watermain project. The following results (not incl. HST) we received in lowest to highest submitted order.

Nevan Construction Inc.	\$414,600.00
Sherway Contracting (Windsor) Limited	\$444,444.44
D'Amore Construction (2000) Ltd	\$546,900.00
SheaRock Construction Group Inc.	\$555,111.00
SLR Contracting Inc.	\$588,850.00

These results were then forwarded to RC Spencer Associates for review, and the response is found in the attached recommendation letter dated May 14, 2018.

In essence; despite Sherway Contracting`s tender being slightly above that submitted by Nevan Construction, It is the opinion of the of the professional Engineer that Nevan Construction does not have the “capability to carry out and complete a project of this scope” at this time.

Accordingly, the submitted figures from the recommended contractor, Sherway Contracting (Windsor) Ltd, identifies the following breakdown of the costs to the property owners using actual Contractor submitted pricing ( **Not including the cost of the fire hydrants**)

### *Tender*

Contractor's pricing	
(Includes watermain, valves and service connections	\$324,444.44
Contingencies	\$ 30,000.00
Engineering & Contract Administration	\$ 30,000.00
Engineering Report Cost	\$ 750.00
<b>Sub Total</b>	<b>\$385,194.44</b>
<b>Property Owner Share (1/16<sup>th</sup>)</b>	<b>\$ 24,074.65</b>

Administration elected to add an additional \$20,000.00 contingency allowance to the tender item to specifically cover the cost of the fire hydrant installation. Any cost related to the contingency allowance above and beyond the \$30,000.00 originally estimated and approved by the petitioners will be assumed by the Town to a maximum of an additional \$20,000.00.

The fire hydrant installation costs were originally estimated at \$50,000.00 however the tender amount identifies the costs to be \$70,000.

The 2018 budget allocation for the hydrant installation for the Road 11 E project was approved at \$35,000 with the remaining \$35,000 cost and the HST burden (\$7,822.22) proposed to be assessed to account # 02-201-360-71649 ( Watermain Looping Program).

### *Tender*

Contractor's pricing (Fire Hydrants)	\$70,000.00
Contingency	\$20,000.00
HST Burden for the complete project	\$ 7,822.22
<b>Sub Total / Town Share</b>	<b>\$97,822.22</b>



It is important to note that only the actual cost of the project will be assessed. Contingency funds included within the Tender that remain unused will be subtracted from the overall project cost and ultimately individual assessments.

## LINK TO STRATEGIC PLAN

To become a leader in sustainable infrastructure renewal and development.

## FINANCIAL CONSIDERATIONS

**Total cost of project as tendered** **\$483,016.66**  
 (Includes HST burden and fire hydrant installation)  
 Also includes a total \$50,000 contingency allowance.

### *Tender*

Contractor's pricing (Includes watermain, valves and service connections)	\$324,444.44
Contingencies	\$ 30,000.00
Engineering & Contract Administration	\$ 30,000.00
Engineering Report Cost	\$ 750.00
<b>Sub Total</b>	<b><u>\$385,194.44</u></b>
<b>Petitioning Property Owner Share (1/16<sup>th</sup>)</b>	<b>\$ 24,074.65</b>

### *Tender*

Contractor's pricing (Fire Hydrants)	\$70,000.00
Contingency	\$20,000.00
HST Burden for the complete project	\$ 7,822.22
<b>Sub Total / Town Share</b>	<b>\$97,822.22</b>

Petitioning Property Owners to be assessed actual project cost.

Town component share to be assessed to account #'s 02-201-360- 71862 and 01-201-360-71649 respectively.

## CONSULTATIONS

RC Spencer Associates  
 Municipal Services  
 Financial Services



## RECOMMENDATION

That Council receive the results of the MS17- 201 Tender identified as the installation of new watermain and appurtenances for Road 11 E, and to concur with the Town's Engineering consultant to accept and award the Tender to Sherway Contracting (Windsor) Limited, for the Tender price of \$444,444.44 + HST and to authorize the Mayor and Clerk to execute the agreement and draft the appropriate authorizing by-law.

Respectfully submitted,

*G.A. Plancke*

G.A. Plancke  
Director of Municipal Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer





RC SPENCER ASSOCIATES INC.

Consulting Engineers

14 May 2018  
File No. 17-645

The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario  
N9Y 2Y9

Attention: Mr. Andrew Plancke, Civil Eng. Tech (Env)  
Director of Municipal Services

Re: Road 11E Watermain  
Results of Tender  
Town of Kingsville

Dear Sir:

Thank you for providing us the results of the tendering that took place for the above-noted project. There are no noted errors in the extensions or totals of the tenders submitted. In reviewing the tenders relative to the budget provided to the petitioners, the two low bids are within the project budget as provided in our letter to the petitioners dated 15 February 2018. The difference in the two tenders (not including contingency allowance and fire hydrants) is \$8,844.44 as follows:

Sherway Contracting (Windsor) Limited	\$324,444.44
Nevan Construction Inc.	<u>\$315,600.00</u>
Difference	<u>\$ 8,844.44</u>

We have considered the Nevan Construction tender based on:

- Previous work performance
- work ethic relative to hours of operation
- Cooperation with our inspection staff
- constructability issues relative to workmanship and installation procedures

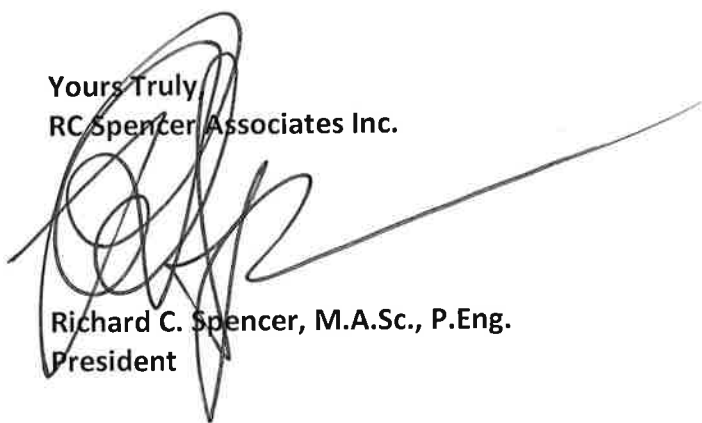
We certainly have considered whether Nevan is able to complete the project in the time specified, which ultimately will impact our inspection services and fees and potential for liquidated damages. As you are aware, we recently had a problem with a new watermain installation carried out by Nevan in his subdivision.





In conclusion, until Nevan Construction is able to demonstrate their capability to carry out and complete a project of this scope, we cannot recommend the award of this project to them. Therefore, we recommend acceptance of the low tender submitted by Sherway Contracting (Windsor) Limited in the amount of \$444,444.44 plus HST.

Yours Truly,  
RC Spencer Associates Inc.



Richard C. Spencer, M.A.Sc., P.Eng.  
President





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 16, 2018  
**To:** Mayor and Council  
**Author:** G.A. Plancke / Director of Municipal Services  
**RE:** Lakefront Sanitary Interceptor  
through Lakeside Park Engineering Assignment  
**Report No.:** MS 2018 - 24

---

## **AIM**

To obtain Council approval to direct assign the planning, and engineering design service work to Dillon Consulting Limited,

## **BACKGROUND**

Dillon Consulting has performed no less than three (3) capacity evaluations over the last five years to determine unreserved capacity in both of the Town's sanitary interceptors.

As a result of their evaluations it has been determined that the section of the Lakefront Sanitary Interceptor running through Lakeside Park is undersized not only to meet current demands during peak periods, but on average is running at a level above M.O.E.C.C. guideline of 85% capacity. To add to the identified issue further it has been determined that the last two segments of the sewer have a slight back fall which only exasperates the capacity restrictions.

In September of 2017, Dillon was retained to update the 2013 Class D estimate to twin the Lakefront Sanitary Interceptor through Lakeside Park.

In the September 26, 2017 pre design cost estimate, Dillon identified a projected cost of \$2,144,658.00 (See Attached)

## **DISCUSSION**

The Lakefront Sanitary Interceptor twinning project through Lakeside Park has been identified as the single most critical limitation to resident / commercial growth in the southern half of Kingsville proper for a number of years.



Dillon Consulting Limited has performed much of the required evaluation design review, and cost analysis for this project to date, and as such are uniquely qualified to perform the planning and engineering design service work required as a direct assignment.

Municipal Services requested a proposal from Dillion in order to prepare a work plan, to provide planning and detailed design services as a potential direct assignment due to their specific experience and history with this this project.

In the proposal received May 15, 2018, Dillon outlines their work plan for the planning and design services from preliminary to detailed design, including preparation of tender documents and agency permit submission. They also included effort to prepare terms of references for works to be completed by sub-consultants retained directly by the Town. (See Attached).

A Tender for Contract Administration / Project Management / Site Inspection will be developed to coincide with the planned construction work in 2019 subject to 2019 budget deliberation and approval.

### **LINK TO STRATEGIC PLAN**

Effectively manage corporate resources and maximize performance in day-to-day operations.

To become a leader in sustainable infrastructure renewal and development.

Manage residential growth through sustainable planning.

### **FINANCIAL CONSIDERATIONS**

Dillion Consulting Limited proposal fee estimated at \$90,900.00 excluding taxes.

Additional fees for regulatory agency applications TBD

2018 approved budget of \$354,000.00 for Engineering and Design - 02-242-360-71864

### **CONSULTATIONS**

Dillion Consulting Limited

CAO

Municipal Services Internal review

### **RECOMMENDATION**

To concur with Municipal Services to direct assign the planning, and engineering design service work required for the Lakefront Sanitary Interceptor twining through Lakeside Park project to Dillion Consulting Limited for the quoted price of \$90,900.00 + applicable taxes and disbursements; and to authorize the Director of Municipal Services to enter into a Professional Services Agreement with Dillon Consulting Limited for the above defined project.



Respectfully Submitted,

*G.A. Plancke*

G.A. Plancke

Director of Municipal Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.

Chief Administrative Officer



May 15, 2018

Corporation of the Town of Kingsville  
Public Works Department  
2021 Division Road North  
Kingsville, Ontario, N9Y 2Y9

Attention: Mr. Andrew Plancke, Civil Eng. Tech (Env)  
Director of Municipal Services

***Lakeside Park Trunk Sanitary Sewer – Town of Kingsville***

Dear Mr. Plancke:

Dillon Consulting Limited (Dillon) is pleased to submit a work plan to provide planning and detailed design services for the new trunk sanitary sewer through Lakeside Park to Town Pump Station #1 (PS #1) in the Town of Kingsville.

## **Project Scope**

---

Our scope of work includes services associated with providing planning and design services from preliminary to detailed design, including preparation of tender documents and agency permit submissions. We have also included effort to prepare terms of reference for works to be completed by sub-consultants retained directly by the Town.

The preferred alignment for the works is to be confirmed during the preliminary design; however the sewer improvements will commence at Town sanitary manhole SAMH26 and terminate near PS #1 at manhole SAMH30.

Our proposed work plan includes the following tasks:

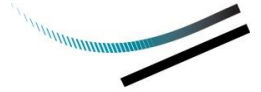
- Project Kick-off Meeting in Kingsville
- Initial Site Visit
- Coordinate with geotechnical consultant for preparation of geotechnical report
- Coordinate with land surveyor for topographic and legal surveys
- Review of sewer sizing and construction strategy, generation of alternatives, memo to client with recommendations
- Preliminary design
- Detailed Design, including additional site visit
- Prepare and submit agency permit applications (MOECC and ERCA)
- Tender documents including Plans (with suggested staging), Specification and Form of Tender
- Pre-Tender Cost Estimate
- Assistance with project tendering, review of submitted tenders and recommendation of project award



51 Breithaupt Street  
Suite 200  
Kitchener, Ontario  
Canada  
N2H 5G5  
Telephone  
519.571.9833  
Fax  
519.571.7424

Dillon Consulting  
Limited





Our proposed workplan excludes the following items:

- Any work or improvements inside PS #1
- Fees paid for agency permit submissions
- Assistance during construction activities
- Site visits (other than those noted)
- Meetings (other than those noted)
- Any studies required by the Conservation Authority or other permitting agencies.

## Specific Assumptions

---

The workplan has been prepared given the following assumptions:

- Town will retain topographic and legal surveyor, geotechnical, archaeological, arborist and other required consultants directly as required
- Contract administration and onsite services are not included
- Town to provide Dillon with any relevant GIS and Engineering data

## Project Team

---

The project team will consist of:

- Chris Patten, P.Eng. will serve as the Project Advisor and Client Manager
- Denis Viens, Ph.D., P.Eng., LEED AP will serve as the Project Manager and Design Lead
- All other support staff will be assigned as required to meet the project schedule and budget

## Schedule

---

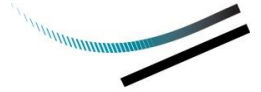
We are able to proceed immediately with the tasks outlined above upon receipt of your signed Authorization to Proceed. It is anticipated that the tender package will be completed in approximately 16 weeks from receipt of the survey information. It is anticipated that agency reviews will require additional time.

## Fee for Professional Services

---

We are prepared to complete this assignment on a time basis in the estimated amount of **\$90,900.00** (excluding taxes). Our fees do not include regulatory agency applications for approvals and associated fees or applicable taxes.





All routine expenses will be invoiced at a flat rate of 8% of our fees and have been included in the fee estimates outlined above. This is intended to cover routine expenses such as normal telecommunications and courier, local travel, routine printing and reproduction costs, and routine supplies. Other expenses, if any, will be invoiced at cost.

Our invoices are issued monthly and are due upon receipt. Overdue invoices will be subject to monthly interest charges, as outlined in the enclosed Terms of Engagement.

## Authorization to Proceed

---

Thank you for the opportunity to submit this proposal. We trust that this work plan meets your expectations.

Dillon's policies require written authorization to proceed. Please review the attached Agreement for Professional Services and Terms of Engagement. To acknowledge that you have read, understood and accept these terms that apply to our services and to provide written authorization to proceed, please complete, sign, and return one copy of this full document including all attachments to the undersigned at [cpatten@dillon.ca](mailto:cpatten@dillon.ca) or fax a copy to our Windsor office at (519) 948-5054.

## Closure

---

We appreciate the opportunity of offering our services, and look forward to continuing to work with you on this project. If you have any questions please do not hesitate to call Chris Patten at (519) 948-5000, extension 3210.

Sincerely,

**DILLON CONSULTING LIMITED**

Chris Patten, P.Eng.,  
Associate

CP:lld

Encl.

cc: Mr. Denis Viens

Our File: Proposal


Scott Prail, C.E.T., B.Comm. ENV SP  
Officer



## AGREEMENT FOR PROFESSIONAL SERVICES

1. This Agreement for Professional Services (this "Agreement") is between DILLON CONSULTING LIMITED ("Dillon"), and \_\_\_\_\_ (***Client to insert full legal name***) (the "Client").
2. The Client is a: (***Please check the appropriate box and provide the requested information***)
  - ☐ Corporation incorporated under the laws of \_\_\_\_\_ (*insert jurisdiction of incorporation*);
  - ☐ Partnership having the following general partners \_\_\_\_\_ (*list all general partners*);
  - ☐ Sole Proprietorship; or
  - ☐ Other (please specify) \_\_\_\_\_.
3. The Client acknowledges that it has read, understood and accepts the following attachments which form part of this Agreement:
  - A. Terms of Engagement (dated December 21, 2015).
  - B. Offer of Services Letter from Dillon (dated: May 15, 2018).
  - Lakeside Park Trunk Sanitary Sewer**
  - C. Other:
    - i) NONE \_\_\_\_\_
    - ii) \_\_\_\_\_
    - iii) \_\_\_\_\_
4. The Client agrees to the following additions or amendments to the attached Terms of Engagement:
  - A. The laws of Ontario shall govern all matters arising out of this agreement and the venue for any related litigation will be Toronto.
5. The Client:
  - A. Authorizes Dillon to proceed with the work described in the Offer of Services Letter;
  - B. Acknowledges that it has had the opportunity to read, discuss and negotiate the attached Terms of Engagement prior to executing this Agreement;
  - C. Agrees to be bound by and comply with the provisions of this Agreement, the attached Terms of Engagement and Offer of Services Letter, and any other attachments to this Agreement;
  - D. Agrees that the signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original; and
  - E. Agrees that the retention of an electronic version of this agreement is permitted and that the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

### DILLON CONSULTING LIMITED:

Per:   
I/We have authority to bind Dillon.  
Name: Scott Praill, CET. B.Comm.  
Title: Partner  
Date: May 15, 2018

Per: \_\_\_\_\_  
I/We have authority to bind Dillon.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### THE CLIENT:

\_\_\_\_\_  
Per: \_\_\_\_\_  
I/We have authority to bind the Client.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Per: \_\_\_\_\_  
I/We have authority to bind the Client.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# DILLON CONSULTING LIMITED - TERMS OF ENGAGEMENT

These terms of engagement govern the services to be provided by Dillon Consulting Limited ("Dillon") to the Client and constitute part of the agreement for services between Dillon and the Client (the "Agreement"). By accepting Dillon's offer of services, the Client agrees to be bound by and comply with these terms of engagement.

## 1. Warranty

1.1 Dillon warrants that it will perform its services with the standard of due care and diligence usually practised by the consulting profession, at the time that the services are rendered. The Client acknowledges and agrees that all other warranties, representations or remedies, express or implied, except the warranty for loss of the work required under Section 2118 of the Civil Code of Quebec are excluded and the Client agrees to waive any right, remedy or cause of action it may have with respect to such warranties, representations or remedies. In addition, the Client agrees to defend and indemnify Dillon from all other liability, including but not limited to liability for direct, incidental or consequential damages arising in connection with Dillon's actions, whether such liability arises in contract, tort or otherwise.

## 2. Limitation of Liability

2.1 Dillon's liability to the Client and all claimants not party to this agreement shall be limited to injury or loss caused by negligence of Dillon and/or sub-consultants for which it is responsible. The total amount of Dillon's liability for said negligence shall not exceed the lesser of \$50,000.00 or Dillon's fees for this project in total for all claims, costs and expenses and the Client hereby waives all claims in excess of this amount howsoever arising including any claim for contribution and indemnity which the Client may have against Dillon. The Client irrevocably and unconditionally agrees to defend, indemnify and hold Dillon harmless from all claims and expenses associated therewith resulting from claims brought by other parties in excess of the aforesaid limit.

2.2 Increased liability limits may be negotiated prior to the commencement of services by Dillon upon the prior written request of the Client, the payment of an additional fee as determined by Dillon, and the prior written agreement of Dillon.

## 3. Confidentiality

3.1 Documents prepared by Dillon and provided to the Client (the "Dillon Documents"), such as proposal documentation, reports and any documentation containing professional advice, are intended exclusively for the purposes, project and site locations outlined in those documents. The information contained in any Dillon Document may not be appropriate for other uses by the Client or for use by third parties and any such use or reuse is at the sole risk of the user.

3.2 Certain Dillon Documents contain confidential information which is the intellectual property of Dillon and which is provided to the Client solely for the purposes outlined in the document. The Client shall not provide any such confidential information to any other person, or use the information in a manner other than prescribed in the Dillon Document or Documents without the prior written consent of Dillon.

## 4. Provision of Relevant Information

4.1 The Client shall provide Dillon with all relevant information of which the Client is aware and which may be required by Dillon to perform its services for the Client. Without limiting the generality of the foregoing, if the Client has knowledge of or suspects that hazardous materials may exist at any site at which services are to be performed by Dillon, the Client shall provide this information promptly to Dillon in writing.

4.2 Dillon shall not be responsible or liable for any incorrect or inadequate advice, report, recommendation, finding, decision or conduct based either directly or indirectly on inaccurate or inadequate information supplied by the Client.

## 5. Site Access, Subterranean Structures and Utilities

5.1 The Client shall grant or obtain free and ready access to each project site at which Dillon is to perform services for the Client. The Client shall notify all owners and occupiers of property at the project site that Dillon is to be granted free and ready access to the site.

5.2 Unless otherwise agreed in writing by Dillon and the Client, the Client shall delineate accurately on the Client's property all subterranean structures and utilities. The Client assumes sole and complete responsibility for any damage or injury caused to any person, property, subterranean structures or utilities because of incorrect or inadequate information provided to Dillon and the Client agrees to indemnify, defend and hold Dillon harmless from any claim or liability for injury or loss resulting from such damage or injury.

## 6. Samples

6.1 Unless otherwise agreed in writing, all samples obtained by Dillon, including soil cores, may be discarded by Dillon within 30 days after submission of Dillon's report to the Client. A mutually agreed storage fee will be charged to the Client for any samples stored longer than this 30 day period.

6.2 If any of the samples contain substances or constituents that Dillon believes may be hazardous or detrimental to the environment or human health and safety, Dillon may, at the Client's expense, return such samples to the Client or dispose of the samples in a manner deemed appropriate by Dillon.

## 7. Force Majeure

7.1 Notwithstanding any other provision of the Agreement, Dillon shall not be deemed in breach of the Agreement or liable for any failure or delay in performing any of its obligations under the Agreement, if the failure or delay is caused directly or indirectly by any event or circumstance beyond Dillon's control, including, without limiting the generality of the foregoing, acts of God, government or civil or military authority, inclement weather, fire, flood, labour trouble, failure of transportation, accident, act or omission of the Client or anyone employed or engaged directly or indirectly by the Client, or the discovery of hazardous or potentially hazardous materials or situations at or near the project site.

7.2 Where an event or circumstance of the kind referred to in Clause 7.1 arises, Dillon may, at its option, extend the period of time for completion of the Agreement or terminate the Agreement.

## 8. Payment

8.1 Unless otherwise stipulated in this agreement for services, the Client shall pay Dillon for its services as follows (applicable taxes are extra):

- (a) fees shall be paid on the basis of Dillon's current schedule of standard flat hourly rates;
- (b) routine expenses and disbursements (communications, local travel, project office supplies, production of routine documents/drawings, courier/messenger services, standard software/computer costs, and similar items) shall be paid at a standard rate of 8% of fees;
- (c) other project-related expenses and disbursements (sub-consultant/sub-contractor charges, travel beyond local area, living expenses when away from home office, advertising costs, testing services, use of specialized equipment or software, approval/permit/licence fees, project specific insurance, production of tender or other non-routine documents, and similar items) shall be paid at cost plus a 5% administration fee;
- (d) payment shall be made within thirty days of the date of Dillon's invoice;
- (e) interest shall be paid by the Client at an annual rate equivalent to the average bank prime rate plus 4% on all amounts unpaid within 30 days of the date of Dillon's invoice, with payment to be applied first to accrued interest and then to the unpaid principal amount.

## 9. Independent Professional Services Consultant

9.1 Unless otherwise agreed in writing by Dillon and the Client, it is acknowledged that Dillon is an independent professional services consultant in performing services under this agreement, and accordingly it is further acknowledged that Dillon is an independent contractor.

## 10. Defects in Service

10.1 The Client shall promptly report to Dillon any defects or suspected defects in Dillon's work or services of which the Client becomes aware, so that Dillon may take measures to minimize the consequences of such defects. Failure by the Client to notify Dillon in a timely manner shall relieve Dillon of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. No unilateral withholdings, deductions or offsets shall be made from Dillon's compensation for any defects or suspected defects unless Dillon has been found legally liable for such amounts.

## 11. Suspension of Services

11.1 If the Client fails to make payments when due, or otherwise is in breach of the Agreement, Dillon may suspend performance of services upon five (5) calendar days' notice to the Client. Dillon shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

## 12. Agreement

12.1 These terms of engagement govern the services to be provided by Dillon under the Agreement, shall be amended only by the written agreement of Dillon's authorized representative and the Client, and shall not be altered or supplemented by any other understanding or agreement. The Client waives its right to unilateral rescission of contract under the Civil Code of Quebec and undertakes not to seek termination of the Agreement during the term of the Agreement.

12.2 The Agreement, of which these terms of engagement form a part, shall be governed by and interpreted in accordance with the laws of the province or territory of jurisdiction named on the Agreement for Professional Services.

12.3 Titles and section headings are for convenience of reference only and shall not be considered in interpreting the text of the terms of engagement.

12.4 If any clause in these terms of engagement is held illegal, invalid or unenforceable in whole or in part, the remaining clauses shall not be impaired and shall remain in full force and effect. All limitations of liability, releases, indemnities and similar provisions shall survive termination of the Agreement for any cause, and shall apply even in the event of the fault, negligence or other liability of Dillon, and shall extend to the officers, directors, employees and agents of Dillon.



# LAKESIDE PARK SANITARY SEWER REPLACEMENT

## PRE DESIGN COST ESTIMATE

Sept 26 2017

Town of Kingsville

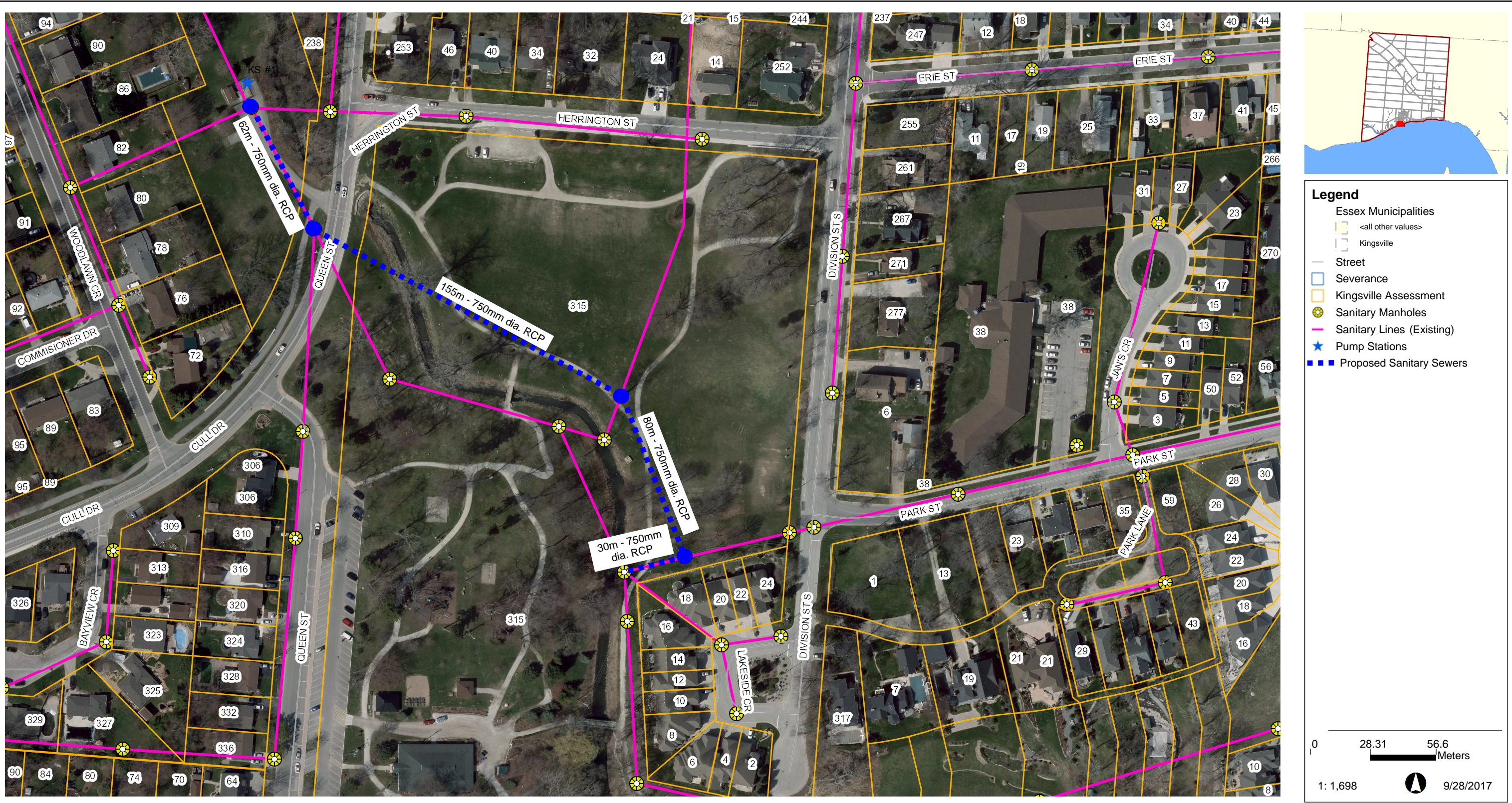
### Notes:

- 1 The below costs are a predeisgn estimate based on installing a 750mm concrete sewer as shown on the appended plan.
- 2 The below costs do not include any utility relocations costs (if required)
- 3 The below costs do not include any approval fees (MOECC, ERCA, etc)

ITEM NO.	DESCRIPTION	UNIT	QTY. COMP.	UNIT PRICE	AMOUNT TO DATE - \$
<b>SECTION 'A' - REMOVALS</b>					
1	Catchbasin and Manhole Removal	Each	2.00	\$5,000.00	\$10,000.00
2	Adjust Existing Manhole	Each	1.00	\$5,000.00	\$5,000.00
3	Remove Existing Sanitary Sewer	m	91.00	\$250.00	\$22,750.00
4	Abandon Existing Sanitary Sewer	m	270.00	\$100.00	\$27,000.00
<b>TOTAL SECTION 'A' - REMOVALS</b>					<b>\$64,750.00</b>
<b>SECTION 'B' - SANITARY SEWERS</b>					
5	Bore Pits and Dewatering	L.S.	100%	\$150,000.00	\$150,000.00
6	Sanitary Sewers:				
	a) 750 mm dia., RCP CL 100-D (Open Cut)	m	92.00	\$800.00	\$73,600.00
	b) 750mm dia, RCP CL 100-D (Jack and Bore/Trenchless)	m	235.00	\$5,000.00	\$1,175,000.00
	c) Connect to Existing Sewers/Manholes	Each	5.00	\$7,500.00	\$37,500.00
	d) Connect to Existing Pump Station	Each	1.00	\$20,000.00	\$20,000.00
7	Sanitary Sewer Manholes:				
	a) 1500 mm dia.	Each	4.00	\$15,000.00	\$60,000.00
<b>TOTAL SECTION 'B' - SANITARY SEWERS</b>					<b>\$1,366,100.00</b>
<b>SECTION 'C' - MISCELLANEOUS</b>					
8	CCTV Existing Sewer	L.S.	100%	\$5,000.00	\$5,000.00
9	Site Access (Lakeside Park)	L.S.	100%	\$10,000.00	\$10,000.00
10	Reinstate Pump Station Access Road and Path	L.S.	100%	\$20,000.00	\$20,000.00
11	Imported Topsoil	m <sup>2</sup>	500.00	\$5.00	\$2,500.00
12	Hydraulic Seed and Mulch	m <sup>2</sup>	500.00	\$2.00	\$1,000.00
13	Sod ( <b>Provisional</b> )	m <sup>2</sup>	500.00	\$6.50	\$3,250.00
14	Maintenance of Seeding	L.S.	100%	\$5,000.00	\$5,000.00
15	Sewer Bypass ( <b>Provisional</b> )	L.S.	100%	\$100,000.00	\$100,000.00
16	Project Signs	Each	2.00	\$750.00	\$1,500.00
17	Utility Coordination	L.S.	100%	\$5,000.00	\$5,000.00
18	Engineer's Site Office	L.S.	100%	\$5,000.00	\$5,000.00
<b>TOTAL SECTION 'C' - MISCELLANEOUS</b>					<b>\$123,250.00</b>
<b>CONTINGENCY (20%)</b>					<b>\$310,820.00</b>
TOTAL SECTION 'A' - REMOVALS					\$64,750.00
TOTAL SECTION 'B' - SANITARY SEWERS					\$1,366,100.00
TOTAL SECTION 'C' - MISCELLANEOUS					\$123,250.00
CONTINGENCY					\$310,820.00
<b>SUBTOTAL (excluding H.S.T.)</b>					<b>\$1,864,920.00</b>
Engineering (15% of Construction Costs)					\$279,738.00
<b>CONSTRUCTION COST ESTIMATE (excluding H.S.T.)</b>					<b>\$2,144,658.00</b>



Lakeside Park - Sanitary Sewer Cost Estimate Sewer Alignment



<b>Notes</b>
Sanitary Sewer

THIS MAP IS NOT TO BE USED FOR NAVIGATION  
Copyright the Corporation of the County of Essex, 2012. Data herein is provided by the Corporation of the County of Essex on an 'as is' basis. Assessment parcel provided by Teranet Enterprises Inc. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 18, 2018

**To:** Mayor and Council

**Author:** G.A Plancke / Director of Municipal Services

**RE:** Revised Job Description for Supervisor of Municipal Facilities and Property

**Report No.:** MS 2018 - 21

---

## **AIM**

Obtain Council approval of the revised job description of Supervisor of Municipal Facilities and Property.

## **BACKGROUND**

The current job description on file for Supervisor of Municipal Facilities and Property was approved and created on August 14, 2017. No revisions or amendments have been made since its approval.

Recent recruitment efforts for this position as specified has resulted in a relatively small response of remotely qualified people based on the current job description requirements.

## **DISCUSSION**

After an internal review of the applications it was determined that the qualifications listed within the current job description were somewhat onerous to meet.

In anticipation of re-advertising the vacant position, a few changes were made to the job description, modifying the qualifications to be more generic to better reflect the maintenance, facilities and personnel experience components as an asset rather than horticulture specifically.

Appendix "A" is the current job description for the Supervisor of Municipal Facilities and Property

Appendix 'B' is the revised job description for the Supervisor of Municipal Facilities and Property as approved by the personnel committee April 30<sup>th</sup>, 2018.



## **LINK TO STRATEGIC PLAN**

Effectively manage corporate resources and maximize performance in day-to-day operations.

## **FINANCIAL CONSIDERATIONS**

There are no direct financial costs associated with revising the job description.

## **CONSULTATIONS**

Human Resources Manager  
Manager of Municipal Facilities and Property

## **RECOMMENDATION**

That Council approve the revised Supervisor of Municipal Facilities and Property job description.

Respectfully Submitted,

*G.A. Plancke*  
G.A. Plancke  
Director of Municipal Services

*Peggy Van Mierlo-West*  
Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer



### **Supervisor of Municipal Facilities and Property**

Purpose of this position is to provide general direction, organization, monitoring, and supervision to facility maintenance operations; performs a variety of technical tasks relative to facility maintenance; provides technical assistance to the Manager of Municipal Facilities and Property.

#### **Major Responsibilities:**

- a. Plan, prioritize, assign, supervise, review, and participate in the work of staff responsible for facility and park maintenance.
- b. Establish schedules and methods for providing facility maintenance services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.
- c. Participate in the development of goals and objectives as well as policies and procedures; make recommendations for changes and improvements to existing standards, policies, and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures.
- d. Participate in the preparation and administration of the facility and property maintenance budget; submit budget recommendations; monitor expenditures; prepare cost estimates; submit justifications for equipment; monitor budget expenditures.
- e. Monitor and control supplies and equipment; order supplies and tools as necessary; prepare documents for equipment procurement; prepare specifications and contracts for contract services.
- f. Train or coordinate training in facility maintenance and safety methods, procedures, and techniques.
- g. Develop and organize preventative maintenance and safety inspection programs for all facilities and equipment.
- h. Coordinate construction projects, remodels, and other special projects.
- i. Coordinate with contractors in providing contract services.
- j. Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.



## APPENDIX A

- k. Ensure the continued standard of care for all sports fields, facilities, parks, marina, and arena in accordance with all applicable regulations, laws, recommendations, and industry standards.
- l. Supervision as required of variously scheduled sports, recreation, tournaments, and special event activities within facilities and on related parks and sports fields. These activities may fall outside of regularly scheduled work hours.
- m. Coordinate after hour emergencies in the Parks and Recreation Department including winter control snow events.
- n. Hours may include weekdays, weekends, afternoons, or midnight shifts.
- o. Perform related duties as required.

### **Other Responsibilities**

- a) Responsible for all Building and Property Accessibility Standards under the Accessibility for Ontarians and Disabilities Act, inspections and maintenance of playground equipment.
- b) Responsible for all building and property conservation issues under the Energy Conservation and Demand Management Plan as established under the Green Energy Act.

### **Qualifications**

- Graduate of a Horticultural Technician Diploma program
- Certified Member within ORFA
- CGT, CBT, CART or CRFP considered an asset
- Knowledge in the operation of refrigeration equipment will be an asset.
- Minimum 2 years' experience in supervision of municipal facilities.
- Have computer skills and be knowledgeable in the use of the Microsoft office package, budgeting concepts and cost analysis.
- Have strong interpersonal skills together with good communication abilities and report writing.

### **Working Conditions**

Work is performed in both an office environment and outside in a supervisory role on a 40 hour work week and is subject to responding to emergency calls when required.

This position also requires some attendance to after hour night meetings.



## APPENDIX A

### **Wage Rate**

\$65,927 - \$82,409 (Salary Group 5)

Comprehensive benefits package.

Non-union position.



## **Job Description**

### **Supervisor of Municipal Facilities and Property**

#### **Position Summary**

This position is under the direction of the Manager of Facilities and Property. Purpose of this position is to provide general direction, organization, monitoring, and supervision to facility maintenance and park operations; performs a variety of technical tasks relative to facility and park maintenance; provides technical assistance to the Manager of Municipal Facilities and Property.

#### **Responsibilities**

The Supervisor of Municipal Facilities and Property will be responsible for the following:

- Plan, prioritize, assign, supervise, review, and participate in the work of staff responsible for facility and park maintenance.
- Establish schedules and methods for providing facility and park maintenance services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.
- Participate in the development of goals and objectives as well as policies and procedures; make recommendations for changes and improvements to existing standards, policies, and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures.
- Participate in the preparation and administration of the facility and property maintenance budget; submit budget recommendations; monitor expenditures; prepare cost estimates; submit justifications for equipment; monitor budget expenditures.
- Monitor and control supplies and equipment; order supplies and tools as necessary; prepare documents for equipment procurement; prepare specifications and contracts for contract services.
- Train or coordinate training in facility maintenance and safety methods, procedures, and techniques.
- Develop and organize preventative maintenance and safety inspection programs for all facilities and equipment.
- Coordinate construction projects, remodels, and other special projects.
- Coordinate with contractors in providing contract services.
- Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.
- Ensure the continued standard of care for all sports fields, facilities, parks, marina, and arena in accordance with all applicable regulations, laws, recommendations, and industry standards.
- Supervision as required of variously scheduled sports, recreation, tournaments, and special event activities within facilities and on related parks and sports fields. These activities may fall outside of regularly scheduled work hours.



## APPENDIX B

- Coordinate after hour emergencies in the Parks and Recreation Department including winter control snow events.
- Hours may include weekdays, weekends, afternoons, or midnight shifts.
- Any other duties as assigned.

### **Other Responsibilities**

- Responsible for all Building and Property Accessibility Standards under the *Accessibility for Ontarians with Disabilities Act*, inspections and maintenance of playground equipment.
- Responsible for all building and property conservation issues under the Energy Conservation and Demand Management Plans established under the *Green Energy Act*.

### **Qualifications**

- Must have a 3-year Technical College diploma or equivalent education and / or experience in a related discipline.
- ~~Must be able to work towards a Horticultural Technician Diploma~~
- Post secondary education in Horticulture, Landscape Architecture, or Turf an asset
- Must have or be able to obtain a valid Pesticide Exterminator License in the province of Ontario.
- Knowledge of the methods, techniques, and requirements for the maintenance and upkeep of buildings, facilities, grounds, and equipment.
- Certified Member within ORFA an asset. CGT, CBT, CART or CRFP considered an asset.
- Knowledge in the operation, of refrigeration equipment an asset.
- Minimum 2 years experience in a supervisory role. Supervision experience in a unionized environment is preferred.
- Work experience in a municipal environment an asset.
- Have computer skills and be knowledgeable in the use of the Microsoft office package, budgeting concepts and cost analysis.
- Have strong interpersonal skills together with good communication abilities and report writing.
- Valid Ontario Class 'G' licence and possess a good driving record.

### **Work Conditions**

- Work in office environment and outside in a supervisory role on a 40 hour work week and is subject to responding to emergency calls when required.
- This position also requires some attendance at evening meetings.

### **Wage Rate**

\$65,927 - \$82,409 (Salary Group 5)



## APPENDIX B

Comprehensive benefits package.

Non-union position.





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
[www.kingsville.ca](http://www.kingsville.ca)  
[kingsvilleworks@kingsville.ca](mailto:kingsvilleworks@kingsville.ca)

**Date:** May 15, 2018  
**To:** Mayor and Council  
**Author:** G.A. Plancke / Director of Municipal Services  
**RE:** West Side Collector Road and Watermain Update  
**Report No.:** MS 2018 – 20

---

## **AIM**

To provide Council with an update to Report MS 2018 – 07 to consider options as presented by Amico Properties for the inclusion of a West Side Collector Road and Trunk watermain within their proposed development of the Conklin lands

## **BACKGROUND**

In a report MS 2018 – 07 presented to Council February 12, 2018 administration outlined the potential for synergy in partnering with Amico Properties Inc to develop a West Side Collector Road in conjunction with their planned development of the Conklin lands. Also included in the discussions was the planned installation of a Trunk Watermain. Both infrastructure projects have been identified as growth related improvements required to satisfy residential growth demands in the western and southwest quadrants of Kingsville.

Amico Properties Inc had requested assistance from the Town in order assist their acquisition of lands adjacent of the Conklin lands that they had been unable to secure as part of their land consolidation efforts in an effort to accommodate the West Side Collector Road, despite in their view an offer exceeding fair market value.

Council had authorized retaining a certified land appraiser to determine a fair market price per acre/ ha in order to validate the offer presented by Amico Properties Inc. to the property owner of 334 Fox Lane.

Finlay Appraisal and Consultation Services was retained to perform the appraisal, and determined that the offer as presented by Amico Properties Inc was in fact in line with current market pricing.

Council also directed that the Municipal Act be reviewed to determine whether a joint partnership with Amico Properties Inc could present legal complications for the municipality.



## **DISCUSSION**

In a review of the Municipal Act legislation it was determined that any effort to secure lands as a direct benefit to private enterprise may be considered “Bonussing” and could potentially open the municipality to liable action as an unfair practice.

As such it has been determined that the municipality cannot be directly involved with the purchase and or resale of lands that may directly or indirectly benefit a private land developer.

In a subsequent meeting between the Mayor, C.A.O. and Amico Properties Inc, it was determined that the Developer would present other subdivision layout concept drawings for consideration which would incorporate the West Side Collector Road and Trunk watermain into the Conklin lands and other pending land acquisitions exclusively, and / or modify the land requirements through 334 Fox Lane to only land required to accommodate the new road.

(Please see the attached two concept drawings provided by Amico Properties Inc.)

Concept 1 – shows the proposed West Side Collector Road tracking along the western limits of the Conklin lands, then onto the eastern limits of the current Harris property through to 334 Fox Lane, terminating in two separate 90 degree turns before finally reaching the Main St. W / Heritage Rd intersection.

Concept 2 – Shows the proposed West Side Collector Road tracking along the western limits of the Conklin lands, then onto the eastern limits of the current Harris property, then gradually meandering SW to the western limits of 334 Fox Lane before reaching the Main St. W / Heritage Rd intersection.

Concept 2 is more consistent with current established road design criteria, where Concept 1 incorporates two 90 degree bends which are inherent “Traffic Calming Measures”, which provides positive value added consideration but does represent possible issues related to traffic negotiation.

It is the opinion of Municipal Services that Concept 2 is more consistent with establish road design criteria and should be recommended to the Developer for further investigation and design work.

## **LINK TO STRATEGIC PLAN**

To become a leader in sustainable infrastructure renewal and development.

Manage residential growth through sustainable planning.



## **FINANCIAL CONSIDERATIONS**

Included within the approved 2018 water budget is the allocation of \$150,000 towards the initiation, and completion of the Class EA process with the intention of proceeding to construct Phase 1 of the recommended actions included within the S.W. Water Servicing Study which includes a new 400mm trunk watermain to be constructed within a new Town owned utility corridor from Road 2 W. to Main St W utilizing DC funding.

Currently there are no funds for the land acquisition and construction of a new West Side Collector road.

If this project were to be expedited; the funds to construct the Trunk watermain would be allocated from Development Charge/Debt Financing subject to Council approvals. Cost sharing in a new West Side Collector Road would require negotiation and verbiage to be added into any Development agreement to determine repayment schedule to the Developer and approved through Council.

## **CONSULTATIONS**

Finlay Appraisal and Consultation Services  
Corporate Services  
Development Services  
Financial Services  
C.A.O.

## **RECOMMENDATION**

That Council receive the updated information presented, and to recommend Concept 2 to Amico Properties Inc. as the preferred alternative for the proposed West Side Collector Road, and further to continue dialogue with Amico Properties to determine the cost sharing agreement details related to the West Side Collector Road, and Trunk watermain to be included in a future Development Agreement which will be considered at a future regular meeting of Council.

Respectfully Submitted,

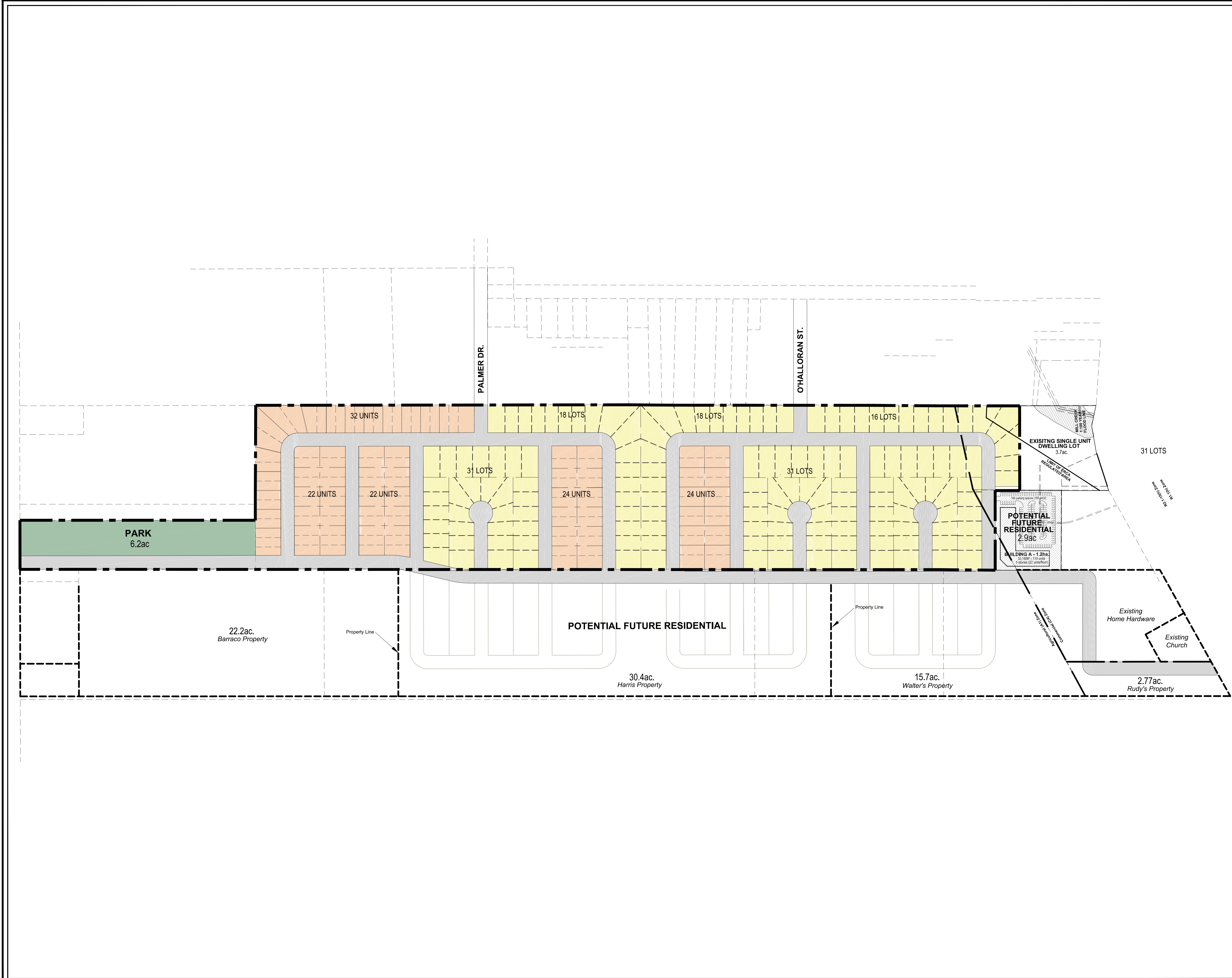
*G.A. Plancke*

G.A. Plancke  
Director of Municipal Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer





KEY MAP  
N.T.S.

# DRAFT PLAN OF SUBDIVISION

Part of Lot 3, Concession 1, Western Division  
Geographic Township of Gosfield South  
now in the Town of Kingsville,  
County of Essex, Ontario

## LAND USE SCHEDULE

DESCRIPTION	LOTS/BLKS.	UNITS	AREA (ha.)
LOW DENSITY RESIDENTIAL	00	145	0.0ha.
MEDIUM DENSITY RESIDENTIAL	00	126	0.0ha.
FUTURE HIGH DENSITY RESIDENTIAL	00	110	0.0ha.
STORM WATER MANAGEMENT	00		0.0ha.
PARK	00		0.0ha.
FUTURE RESIDENTIAL	00		0.0ha.
ROADS			0.0ha.
TOTAL		385 units	32.45ha.


ADDITIONAL INFORMATION  
(UNDER SECTION 51(17) OF THE PLANNING ACT)  
INFORMATION REQUIRED BY CLAUSES a,b,c,d,e,f,g,j and l ARE AS SHOWN ON DRAFT PLAN.  
h)  
j)  
k)

OWNER'S CERTIFICATE  
I AUTHORIZE AMICO PROPERTIES INCORPORATED TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO TOWN OF LAKESHORE

Dominic Amicone, President DATE

SURVEYOR'S CERTIFICATE  
I CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE CORRECTLY SHOWN.

B.J. Bezaire DATE  
Verhaegen,Stubberfield,Hartley,Brewer,Bezaire Inc.

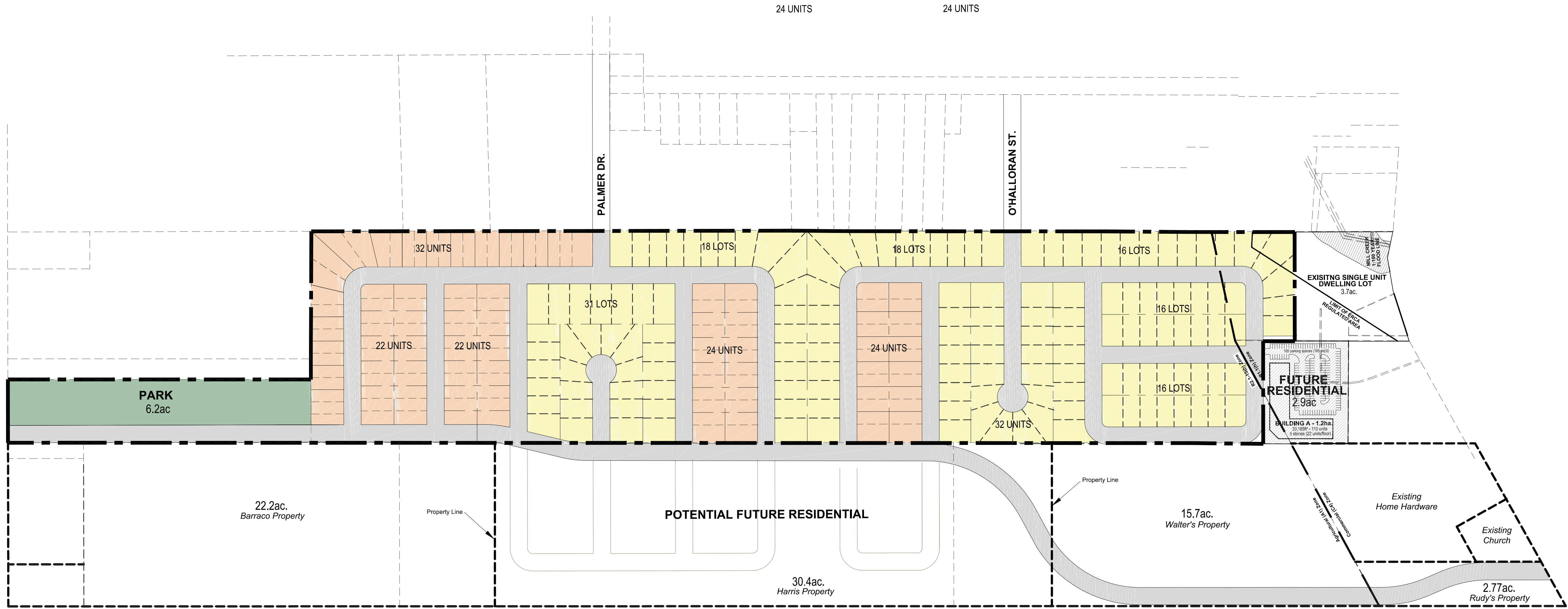


2199 Blackacre Drive, Oldcastle  
ON, N0R 1L0, Canada  
Tel.: 519.737.1577  
Fax: 519.737.1929  
Email: info@triamico.com

Date: May 3, 2018	Drawn By: J.Thibert
Scale: 1: 700 metric	Project No.:

REVISIONS





KEY MAP  
N.T.S.

# DRAFT PLAN OF SUBDIVISION

Part of Lot 3, Concession 1, Western Division  
Geographic Township of Gosfield South  
now in the Town of Kingsville,  
County of Essex, Ontario

## LAND USE SCHEDULE

DESCRIPTION	LOTS/BLKS.	UNITS	AREA (ha.)
LOW DENSITY RESIDENTIAL	00	146	0.0ha.
MEDIUM DENSITY RESIDENTIAL	00	126	0.0ha.
FUTURE HIGH DENSITY RESIDENTIAL	00	110	0.0ha.
STORM WATER MANAGEMENT	00		0.0ha.
PARK	00		0.0ha.
FUTURE RESIDENTIAL	00		0.0ha.
ROADS			0.0ha.
TOTAL		385 units	32.45ha.


ADDITIONAL INFORMATION  
(UNDER SECTION 51(17) OF THE PLANNING ACT)  
INFORMATION REQUIRED BY CLAUSES a,b,c,d,e,f,g,j and l ARE AS SHOWN ON DRAFT PLAN.  
h)  
j)  
k)

OWNER'S CERTIFICATE  
I AUTHORIZE AMICO PROPERTIES INCORPORATED TO PREPARE AND SUBMIT THIS  
DRAFT PLAN OF SUBDIVISION TO TOWN OF LAKESHORE

Dominic Amicone, President DATE

SURVEYOR'S CERTIFICATE  
I CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AND THEIR  
RELATIONSHIP TO THE ADJACENT LANDS ARE CORRECTLY SHOWN.

B.J. Bezaire DATE  
Verhaegen,Stubberfield,Hartley,Brewer,Bezaire Inc.



2199 Blackacre Drive, Oldcastle  
ON, N0R 1L0, Canada  
Tel.: 519.737.1577  
Fax: 519.737.1929  
Email: info@triamico.com

REVISIONS

Date: May 3, 2018 Drawn By: J.Thibert  
Scale: 1: 700 metric Project No.:





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 14, 2018

**To:** Mayor and Council

**Author:** Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

**RE:** Mare Nostrum  
16 Main St. W  
Request to install and operate a sidewalk café

**Report No.:** PDS 2018-027

---

## **AIM**

To provide Council with information and request approval of a sidewalk patio licence agreement respecting a patio on a portion of the municipal sidewalk to be located in front of 16 Main Street West (Tony's Panini).

## **BACKGROUND**

In January, 2009 Council approved a policy establishing a procedure for addressing owner's requests for use of the municipal sidewalk for outdoor cafes. This procedure has been refined over time and is now in the form of a Standard Operating Procedure (SOP) titled Sidewalk Café Application Review. The reasons for the formal policy is to ensure an encroachment agreement was entered into for use of the municipal right-of-way, necessary insurance was provided, and proper planning was undertaken prior to the establishment of the café. Sidewalk cafes in the downtown area have been well received and enjoyed by tourist and residents alike since their inception in 2009.

## **DISCUSSION**

Tony's Panini (the applicant) has applied to establish an area on the municipal right-of-way (sidewalk) as illustrated on the attached sketch (see **Appendix A**). The café will provide for seating within the designated area. The boardwalk to be installed will be used to minimize any impact on the pedestrians by diverting them around the proposed sidewalk café.



If approved the sidewalk café would require the owner to agree to pay fees plus the applicable HST to cover the purchase and construction of the boardwalk and pedestrian barriers (to be paid over an agreed timeframe), occupation of the on-street parking during months of operation, and annual installation and disassembling.

Within the proposed licensing agreement, a number of items will be addressed including the requirement for insurance, use of the sidewalk, etc. The agreement provided for the applicant would be the standard agreement similar to those used for existing cafes that operate at The Main, O'Sarracino's and Elite Steak & Seafood.

## **LINK TO STRATEGIC PLAN**

Support growth of the business community.

## **FINANCIAL CONSIDERATIONS**

Application fee and billing deposit have been received.

Insurance provisions of the agreement must be satisfied. (Town named as additional insured)

Fees for the construction, installation and disassembly will need to be determined and included in the agreement.

## **CONSULTATIONS**

Town of Kingsville Management Team, Kingsville Accessibility Advisory Committee, Kingsville BIA.

KAAC has indicated no objection to the establishment of the café as long as a designated accessible space is redesignated elsewhere.

Comment: Municipal Services is in agreement with that and would look to relocate the space, preferably within the same block.

Kingsville BIA has provide a letter to administration (attached as Appendix B) requesting that the Town defer the request, "until further research can be completed by the Town to ensure fair public parking allocation of the Main Street to local businesses."

Comment: In the Fall of 2015 Council was presented with information on parking in the downtown area with the general outcome being that parking needs continue to be monitored and that individual development proposals be addressed on a case-by-case basis. At present there are two sidewalk cafes that occupy four parking spaces from May to October. One of those may be relocated however the existing location maybe needed by a future tenant. The third café was accommodate with the construction of a bump out area which resulted in the permanent loss of one parking space. If all of the requested sidewalk cafés are approved a total of eight parking spaces would be needed. The circumstance created in this particular location is that there is one existing café, one proposed and the subject location which would result in an almost continuous sidewalk patio and lose of six spaces back-to-back.



## Other Municipality Policies

In an effort to determine if other Essex County communities have dealt with the issue of multiple café locations staff reached out to the members of the IMPCC. While most do have policies in place there were none that have specifically addressed the issue of multiple requests or proximity. Each application is assessed based on its individual merits particularly whether it can be safely accommodated and not negatively affect either vehicular or pedestrian traffic.

## Conclusions

There is no official allocation of parking spaces in the downtown area unless a particular business has parking on its own property. This is not the case for most of the businesses in the downtown as such they rely on on-street parking and Town provided lots. The issue of fairness in that allocation is difficult to determine as all businesses without parking have equal opportunity to access the available spaces. The principle difference with the sidewalk cafes is those businesses, as a condition of having the café, must pay for the use of the parking spaces needed to reroute pedestrian traffic along with fencing, planters and boardwalks.

Municipal Services and Planning do share some of the general concern that is raised by the development of multiple sidewalk cafes particularly when they are in close proximity or potentially abut one another. The overall success of the restaurant businesses in the downtown is, in part, due to the support of uses like sidewalk cafes. While I certainly understand the BIA's position and comment I would also look to the BIA to suggest how the Town can "ensure fair public parking allocation along Main St." What does this look like? Do you limit the number of sidewalk café licenses that the Town issues? Do you reduce the size of each café? Do you rotate between restaurants each year? Do you limit the distance between cafes or the number per block? Do you consolidate the patios?

The Town currently has a spare set of planters the same ones used for the establishment of cafes at the The Main and Elite. It is recommended that this specific request be approved for a one-year term to determine if multiple café locations can be logistically accommodate within the same block. It is also recommended that the BIA may want to, in consultation with the Town and businesses in the Division St/Chestnut St. block, consider the establishment of a larger sidewalk patio that could be utilized by all of the businesses in this block which does include at least two other restaurants.



## RECOMMENDATION

It is recommended that Council approve a licensed patio on the municipal right-of-way for 16 Main St. W. (Tony's Panini) for an initial term of one year subject to the owner entering into an appropriate use agreement with the Town including the provision of the necessary monetary contribution to cover establishment and maintenance of the necessary temporary infrastructure.

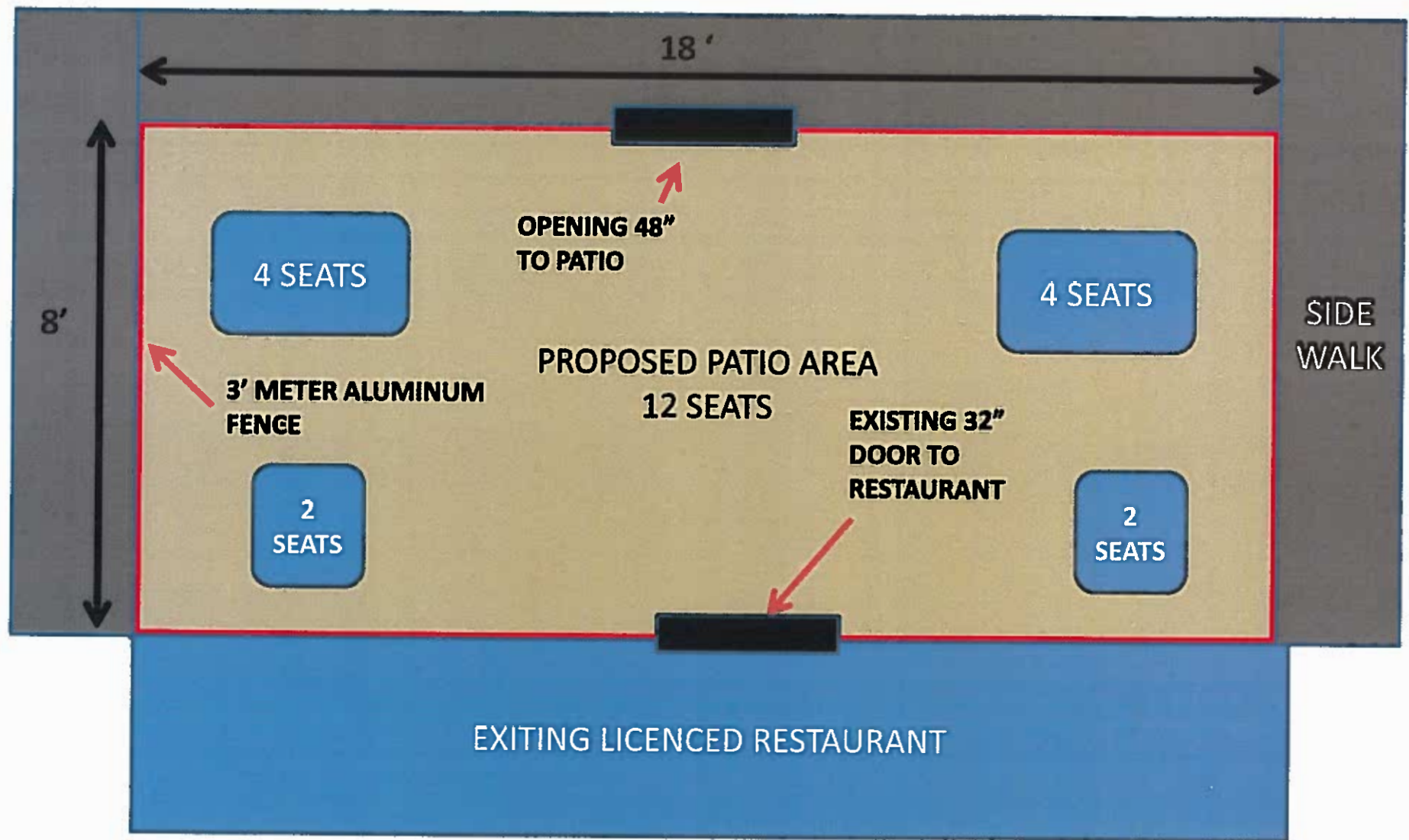
*Robert Brown*

Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer





**MARE NOSTRUM PROPOSED PATIO SKETCH**  
**16 MAIN STREET**  
**KINGSVILLE, ON**  
**N9Y 1H1**

**AGCO LICENCE NUMBER 809506**





Carnegie Arts & Visitor Centre  
28 Division Street South  
Kingsville, ON N9Y 1P3

Phone: 519-733-6250  
Fax: 519-733-9963  
Toll free: 844-554-5464

[kingsvillebia@bellnet.ca](mailto:kingsvillebia@bellnet.ca)  
[www.kingsvillebia.com](http://www.kingsvillebia.com)

May 9, 2018

Town Of Kingsville,

Please accept this letter as the attached comments from the Kingsville BIA regarding the Patio Fil No. CAFÉ/01/18 for Mare Nostrum.

The Board of Managers both reviewed and discussed the application for the sidewalk patio. Through this discussion the Board raised concern regarding the loss of curbside parking in the interest of all business in downtown Kingsville.

The Board respectfully recommends that this request be put on hold until further research can be completed by the town to ensure fair public parking allocation of the main street to the local businesses.

Additionally, Mare Nostrum is currently open for just the dinner hours offering no lunch service and we recommend that this be a consideration when making decisions for this patio request.

Respectfully,

Christina Bedal  
BIA Coordinator

CC: KINGSVILLE TOWN COUNCIL





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 15, 2018

**To:** Mayor and Council

**Author:** Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

**RE:** Application for Site Plan Amendment SPA 20 18  
86 & 106 Wigle Ave.  
Part of Blk A, Plan 432, Parts 6, 7, 8 & 9, RP 12R 25287

**Report No.:** PDS 2018-026

---

## **AIM**

To provide the Town of Kingsville Council with information regarding a requested Site Plan Amendment for lands known as 86 & 106 Wigle Avenue.

## **BACKGROUND**

The subject lands consist of two lots totaling 2.5 ha (6.28 ac.). In 2013 a site plan was approved on the lands at 106 Wigle Avenue for the development of a mixed use 2,990 sq. m (32,184 sq. ft.) industrial building with the associated parking area and storm water management pond. The applicant is now proposing additional development on the vacant lands at 86 Wigle Avenue which would see the development of a 3,853.3 sq. m (41,480 sq. ft.) building. The proposed use would be a storage facility that would be done in a condo format to allow for the sale of individual units. The site plan also shows the development of an additional building to the south of the one at 106 Wigle Avenue. This building would be 992.2 sq. m (10,680.3 sq. ft.) and also used for storage purposes. The lots will remain under separate ownership but will be covered by an amendment to the existing site plan and associated agreement addressing joint access and storm water management.

## **DISCUSSION**

### **1) Provincial Policy Statement (PPS), 2014:**

Section 2.3.3.1 states that, 'In prime agricultural areas permitted uses and activities area: agricultural uses, agriculture-related use and on-farm diversified uses.'



Comment: Greenhouse operations are an agricultural use and permitted in prime agricultural areas.

## **2) County of Essex Official Plan**

The subject lands are with the Primary Settlement Area of Kingsville under the County Official Plan. The proposed development complies with the policies outlined in Section 3.2.4.1.

## **3) Town of Kingsville Official Plan**

The subject properties are designated 'Industrial' and subject to the policies under Section 3.3 of the Official Plan for the Town of Kingsville. The proposed use is permitted in the industrial area and is in conformity with the Town's Official Plan.

## **4) Comprehensive Zoning By-law – Town of Kingsville**

The subject properties is zoned 'Light Industrial Zone 1 (M1)'. The use of the proposed development as storage is a permitted use. Both of the proposed buildings on the subject lands have been reviewed and are in full compliance with the requirements of the M1 Zone.

## **5) Site Plan**

The development of the site will occur in two to three phases. The initial phase will include the 3,850 sq. m (41,444.4 sq. ft.) storage facility at 86 Wigle Aveune. north of the existing building at 106 Wigle Aveune. The second phase will be the construction of an additional 992.2 sq. m (10,680 sq.ft.) building in one or two phases depending on overall demand for space. (See Appendix A)

The site at 106 Wigle Aveune. contains an existing storm water facility that will require modification and updating to address additional storage needs on the subject lands including 86 Wigle Aveune. The pond currently outlets to a drain within the ERCA greenway. ERCA has requested that a formal agreement be established between the Town and Authority for ongoing maintenance. A related agreement is in the works for lands along Main St. E and would be similar in nature. Although ERCA has requested a deferral until this is addressed Administration is actively working to formalize this and there is no reason this cannot be finalized prior to completion of the development. The requirement will also be included as a condition in the new site plan agreement.

The existing site plan agreement will be replaced with an updated version which will jointly cover both 86 and 106 Wigle Aveune. based on their joint use of an existing access and new storm water management pond. As there is still logistical items being addressed related to the establishment of the commercial condominiumization of the new building any required service easements or rights-of-way can be established as part of that separate approval process.



## LINK TO STRATEGIC PLAN

Support growth of the business community.

## FINANCIAL CONSIDERATIONS

With the completion of the proposed development there will be an increase in the assessment value on the property. Financial Services has also requested that the applicant provide an outline to the Director of Financial Services detailing the provisions being made to ensure that the payment of taxes is kept up-to-date until all units have been provided with individual assessment roll numbers. This will be incorporated as a condition in the condominium approval.

## CONSULTATIONS

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none"><li>• Full comment is attached as Appendix 'B';</li><li>• ERCA permits will not be required for the development.</li><li>• Deferral of the site plan approval has been requested until a formerly agreement for the drainage outlet is established</li></ul>
Town of Kingsville Management Team	<ul style="list-style-type: none"><li>• No concerns with the requested site plan.</li><li>• The proposed building needs to comply with the requirements of the OBC.</li><li>• Municipal Services has reviewed the storm water management plan and has no objection to the proposed development moving forward based on the new storm water plan subject to any required MOECC approvals</li></ul>
County of Essex	<ul style="list-style-type: none"><li>• No comments expected</li></ul>



## RECOMMENDATION

It is recommended that Council approve site plan amendment SPA/20/18, for lands located at 86 and 106 Wigle Avenue, subject to the conditions outlined in the site plan agreement, for a phased commercial/industrial storage development consisting of a total of 4,842.2 sq. m (52,122.7 sq. ft.) of new buildings and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

*Robert Brown*

Robert Brown, H. Ba, MCIP, RPP  
Manager. Planning Services

*Peggy Van Mierlo-West*

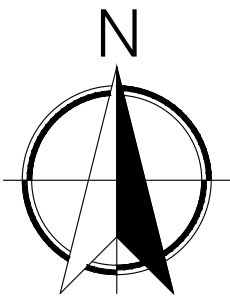
Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer



APPENDIX A

# 106 WIGLE AVENUE

(TOWN OF KINGSVILLE)



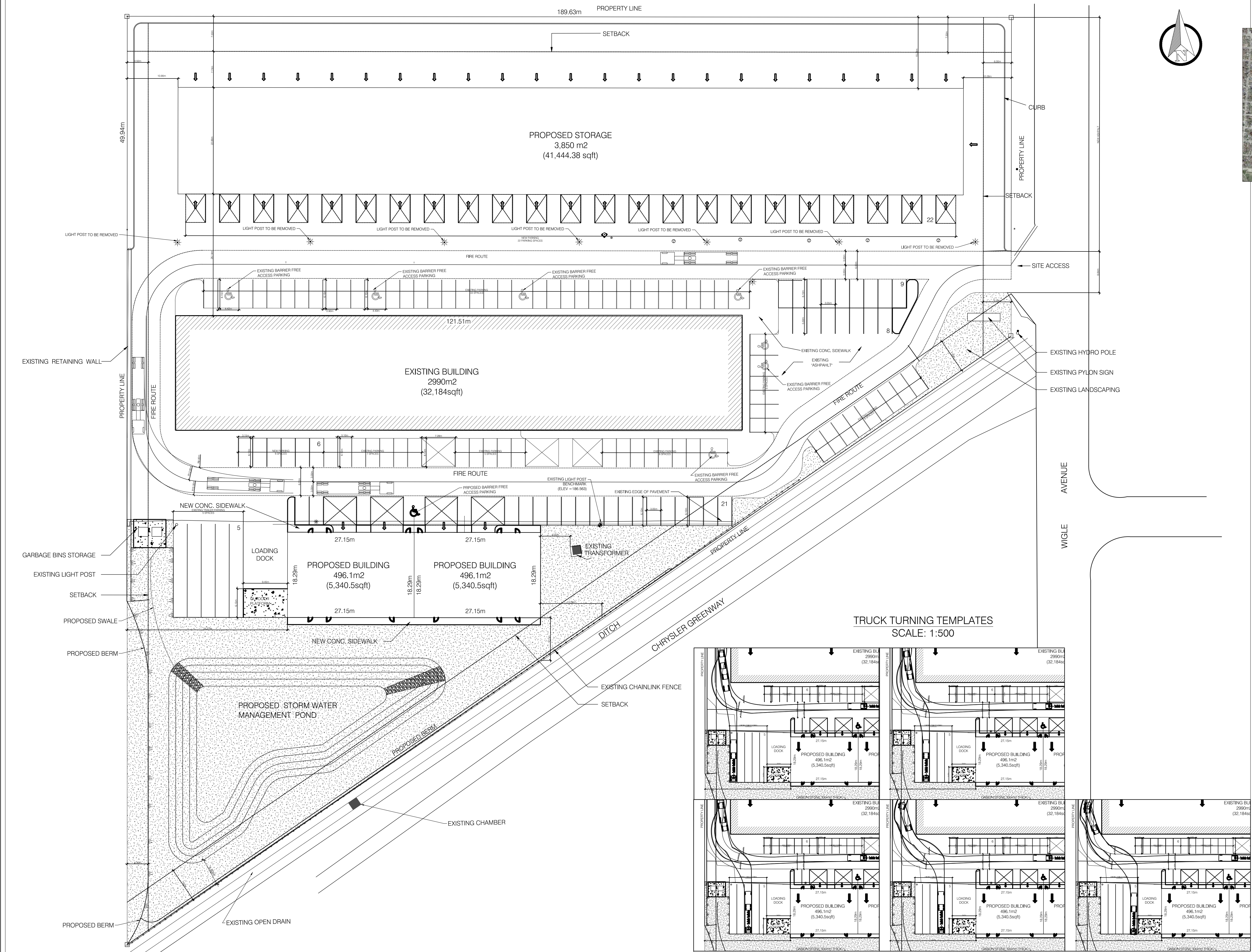
SHEET INDEX	
Sheet Number	Sheet Title
--	TITLE PAGE
1	SITE PLAN
2	GRADING PLAN
3	SERVICING PLAN
4	ADS UNIT DETAILS

KEY MAP

**ATTENTION**  
CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE EXACT LOCATION AND PROTECTION OF EXISTING UTILITIES DURING CONSTRUCTION.

**BENCHMARK**  
TOP OF LIGHT POST OF ON EXISTING ASPHALT PARKING LOT AS SHOWN ON THE PLAN  
ELEVATION = 186.563m



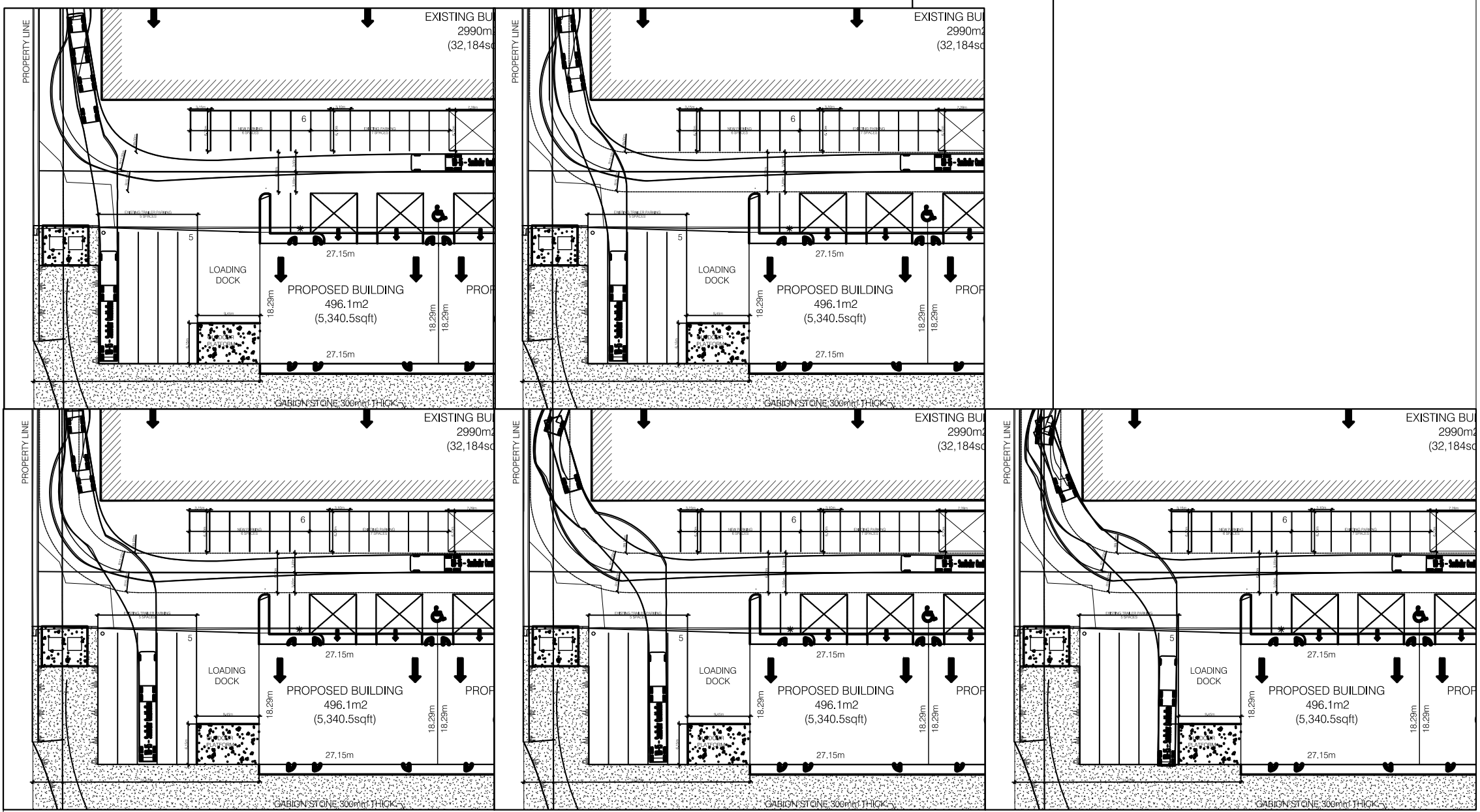


LEGEND		
DESCRIPTION	EXISTING	PROPOSED
STORM SEWER	---	---
STORM MANHOLE	●	●
STORM CLEANOUT	○	○
SANITARY MANHOLE	●	●
CATCH BASIN	■	■
SIDEWALK	---	---
CONCRETE	---	---
GRASSED AREA	---	---
SANITARY CLEAN OUT	○	○
SANITARY SEWER	---	---
LOADING SPACE	---	---
BARRIER FREE ACCESS	---	---
EXISTING LIGHT	---	---
EXISTING GROUND ELEVATION	---	---
PROPOSED GROUND ELEVATION	---	---
OVERLAND FLOW DIRECTION	---	---
EDGE OF ASPHALT	---	---
ROOF DRAINAGE	---	---

SITE DATA : 86 + 106 WIGLE AVE		
SITE ZONING:	M1 - LIGHT INDUSTRIAL ZONE	
DESCRIPTION:	REQUIRED:	PROVIDED:
LOT AREA:	1300 m <sup>2</sup> (14,000 sq ft)	25,534.14 m <sup>2</sup> (274,847 sq ft)
FRONTAGE:	24m (78.74)	68.58m (225)
REAR YARD SETBACK:	7.5m (24.60)	10.30m (33.79)
SIDE YARD SETBACK (WEST):	4.5m (14.76)	15.24m (50)
SIDE YARD SETBACK (EAST):	6m (19.68)	9.11m (29.88)
FRONT YARD SETBACK:	7.5m (24.60)	10.28m (33.7)
LOT COVERAGE:	50% (MAX)	30.67%
LANDSCAPE OPEN SPACE:	15% (MIN)	19.57%
MAX. BUILDING HEIGHT:	10.93m (33)	5.62m (18.45)
SPECIAL REGULATION:	N/A	N/A
LOT / BUILDING INFO:		
TOTAL LOT AREA:	25,534.14 m <sup>2</sup> (274,847 sq ft)	
BUILDING 'C' AREA - NEW WAREHOUSE:	992.23m <sup>2</sup> (10,680.30sq ft)	
BUILDING 'B' AREA - NEW STORAGE FACILITY:	PHASE 1 ~ 2,010.30m <sup>2</sup> (21,638.68sq ft) PHASE 2 ~ 1,843.20m <sup>2</sup> (19,840.03 sq ft)	
BUILDING 'A' AREA:	2,833.40m <sup>2</sup> (30,499.10sq ft)	
TOTAL BUILDING AREA:	7,879.13m <sup>2</sup> (85,057.46 sq ft)	
NO. OF STOREYS:	1	
BUILDING USE & OCCUPANCY:	GROUP F-2	
BUILDING TYPE:	NON-COMBUSTIBLE CONSTRUCTION	

PARKING MATRIX			
BUILDING B - TOTAL AREA 2,861 m <sup>2</sup>	APPROX. AREA	PARKING PROVISIONS	PROVIDED PARKING
DATA EXISTING	603.88m <sup>2</sup>	100m <sup>2</sup>	30
GROUND PAV. EXISTING	180.80m <sup>2</sup>	100m <sup>2</sup>	1
BREAKOUT ESCAPE ROOM EXISTING	271.68m <sup>2</sup>	100m <sup>2</sup>	11
HOTEL LOBBY EXISTING	271.68m <sup>2</sup>	100m <sup>2</sup>	4
HOTEL RT. EXISTING	494.52m <sup>2</sup>	100m <sup>2</sup>	21
CARRELL'S AUTOMOTIVE EXISTING	180.80m <sup>2</sup>	100m <sup>2</sup>	6
WAREHOUSE EXISTING	2,000.00m <sup>2</sup>	100m <sup>2</sup>	2
TRUCK SUPPLY EXISTING	271.68m <sup>2</sup>	100m <sup>2</sup>	2
TOTAL	2,833.40m <sup>2</sup>	100m <sup>2</sup>	87 SPACES REQD. 88 SPACES PROVIDED
BUILDING B' - TOTAL AREA 3,800 m <sup>2</sup>	APPROX. AREA	PARKING PROVISIONS	PROVIDED PARKING
SELF STORAGE FACILITY	1,800m <sup>2</sup>	100m <sup>2</sup>	2
TOTAL	1,800m <sup>2</sup>	100m <sup>2</sup>	2 SPACES REQD. 3 SPACES PROVIDED
BUILDING C - TOTAL AREA 80.2 m <sup>2</sup>	APPROX. AREA	PARKING PROVISIONS	PROVIDED PARKING
WAREHOUSE	80.2m <sup>2</sup>	100m <sup>2</sup>	5
TOTAL	80.2m <sup>2</sup>	100m <sup>2</sup>	5 SPACES REQD. 5 SPACES PROVIDED
SHARED FREE PARKING	PARKING PROVISIONS	REQD. PARKING	PROVIDED PARKING
TOTAL	1 - 100 SPACES ~ 8.8 F SPACES	5.8 F	8
BIKEWAY PARKING	PARKING PROVISIONS	REQD. PARKING	PROVIDED PARKING
TOTAL	INDUSTRIAL USE 1 SPACES 100m <sup>2</sup>	4 SPACES REQD.	10 SPACES PROVIDED

TRUCK TURNING TEMPLATES  
SCALE: 1:500



DATE: \_\_\_\_\_  
MATTHEW J. BAIRD, P.ENG.

DATE	REVISIONS
FEB 08, 2018	SUBMITTED TO TOWN FOR APPROVAL

27 PRINCESS STREET, SUITE #102  
LEAMINGTON, ONTARIO  
N8H 2A8

1000 - 367 PELLISSIER STREET,  
WINNIPEG, ONTARIO  
R6A 4K4

PROJECT TITLE:  
**106 WIGLE AVE. BUILDING ADDITION**  
106 WIGLE AVE. TOWN OF KINGSVILLE

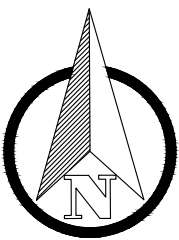
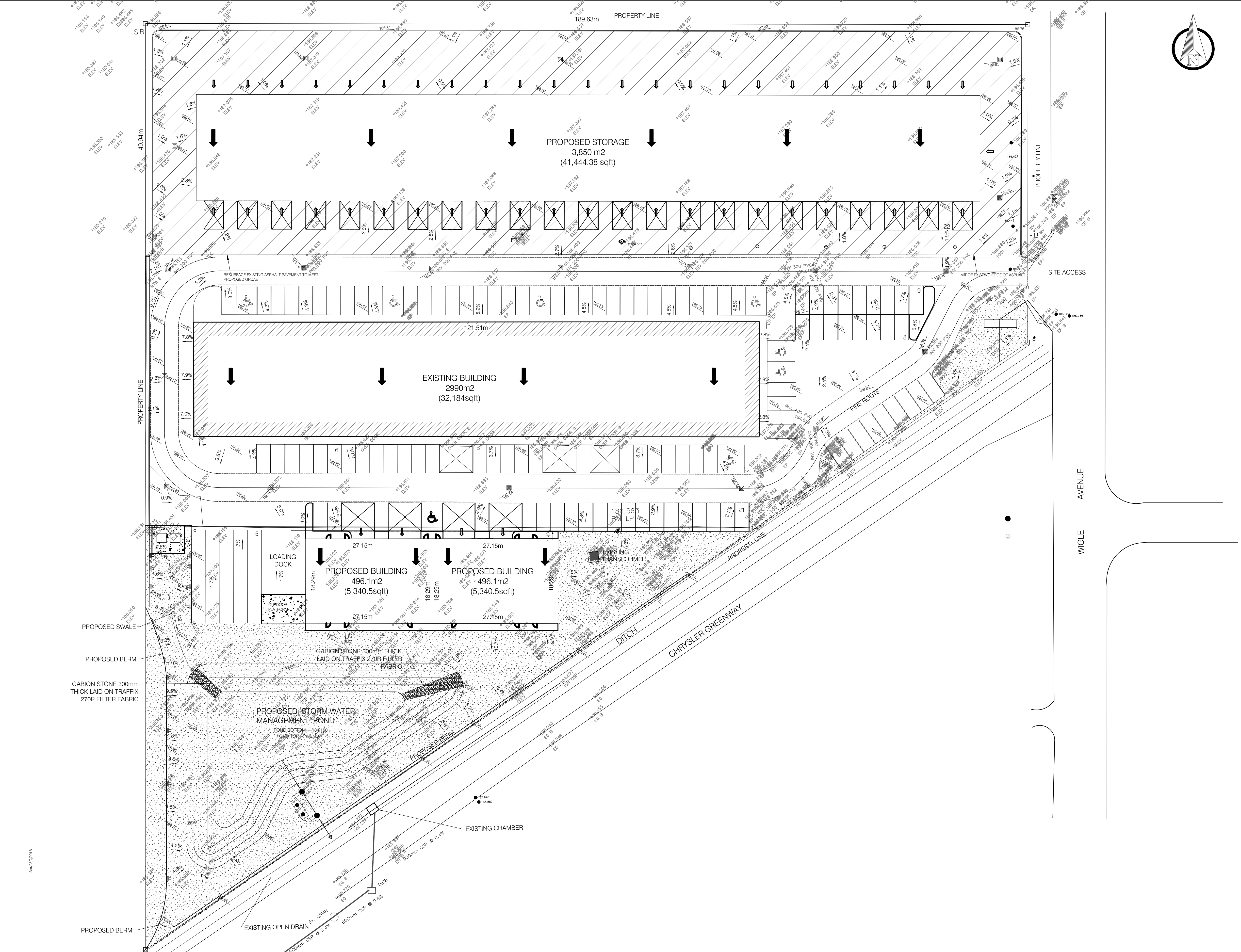
SHEET TITLE:  
**SITE PLAN**

DATE: \_\_\_\_\_  
SCALE: 1:400  
DRAWN BY: P.S.  
CHECKED BY: M.J.B.

PROJECT NO:  
**17-137**

SHEET NO:  
**1**





KEY MAP



LEGEND		
DESCRIPTION	EXISTING	PROPOSED
STORM SEWER		
STORM MANHOLE		
STORM CLEANOUT		
SANITARY MANHOLE		
CATCH BASIN		
SIDEWALK		
CONCRETE		
GRASSED AREA		
SANITARY CLEAN OUT		
SANITARY SEWER		
LOADING SPACE		
BARRIER FREE ACCESS		
EXISTING LIGHT		
EXISTING GROUND ELEVATION		
PROPOSED GROUND ELEVATION		
OVERLAND FLOW DIRECTION		
EDGE OF ASPHALT		
ROOF DRAINAGE		

**BENCHMARK**  
TOP OF LIGHT POST OF ON EXISTING ASPHALT PARKING LOT AS SHOWN ON THE PLAN  
ELEVATION = 186.563m

DATE: April 25, 2018

*MJB*

MATTHEW J. BAIRD, P.ENG.

DATE	REVISIONS
FEB 08, 2018	SUBMITTED TO TOWN FOR APPROVAL

27 PRINCESS STREET, SUITE #102  
LEAMINGTON, ONTARIO  
N8H 2X8

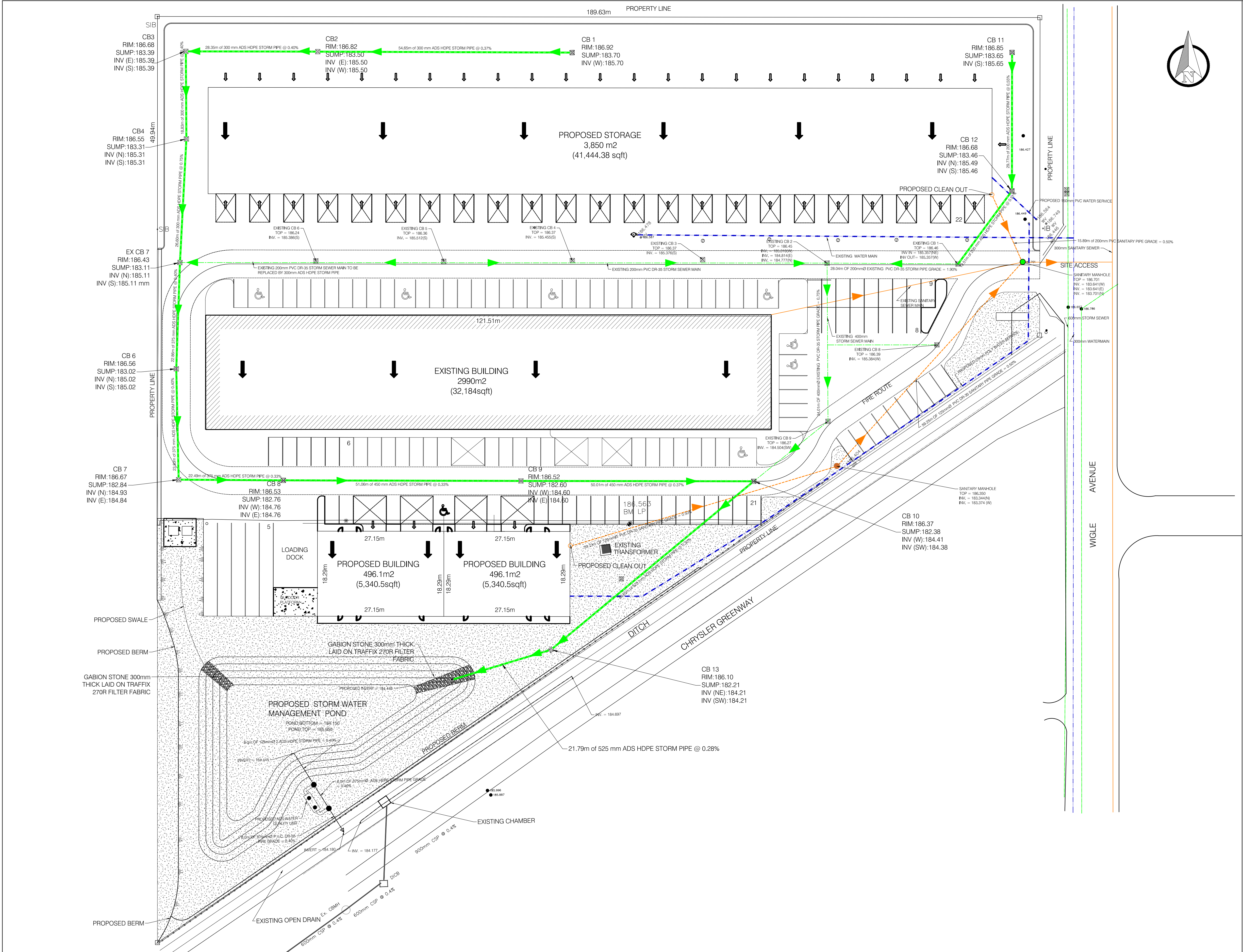
1000 - 367 FEUSHER STREET,  
WINDSOR, ONTARIO  
N9A 4K4

PROJECT TITLE:  
**106 WIGLE AVE. BUILDING ADDITION**  
106 WIGLE AVE. (TOWN OF KINGSVILLE)

SHEET TITLE:  
**GRADING PLAN**

DATE:	PROJECT NO:
SCALE: 1:300	<b>17-137</b>
DRAWN BY: P.S.	SHEET NO:
CHECKED BY: M.J.B	<b>2</b>





LEGEND		
DESCRIPTION	EXISTING	PROPOSED
STORM SEWER		
STORM MANHOLE		
STORM CLEANOUT		
SANITARY MANHOLE		
CATCH BASIN		
SIDEWALK		
CONCRETE		
GRASSED AREA		
SANITARY CLEAN OUT		
SANITARY SEWER		
LOADING SPACE		
BARRIER FREE ACCESS		
EXISTING LIGHT		
EXISTING GROUND ELEVATION		
PROPOSED GROUND ELEVATION		
OVERLAND FLOW DIRECTION		
EDGE OF ASPHALT		
ROOF DRAINAGE		

**BENCHMARK**  
TOP OF LIGHT POST OF ON EXISTING ASPHALT PARKING LOT AS SHOWN ON THE PLAN  
ELEVATION = 186.563m

DATE: Feb 08, 2018

*MJB*

MATTHEW J. BAIRD, P.ENG.

DATE	REVISIONS
FEB 08, 2018	SUBMITTED TO TOWN FOR APPROVAL

27 PRINCESS STREET, SUITE #102  
LEAMINGTON, ONTARIO  
N8H 2X8

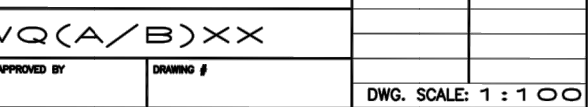
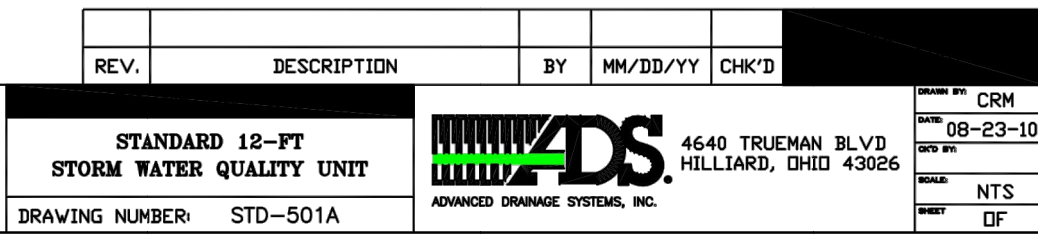
1000 - 367 FEUSHER STREET,  
WINDSOR, ONTARIO  
N9A 4K4

PROJECT TITLE:  
**106 WIGLE AVE. BUILDING ADDITION**  
106 WIGLE AVE. (TOWN OF KINGSVILLE)

SHEET TITLE:  
**SERVICING PLAN**

DATE: FEB 08, 2018	PROJECT NO: <b>17-137</b>
SCALE: 1:400	
DRAWN BY: P.S.	SHEET NO: <b>3</b>
CHECKED BY: M.J.B	





AAS STANDARD DETAIL DISCLAIMER: "ADVANCED DRAINAGE SYSTEMS INC. ('AAS') HAS PREPARED THIS STANDARD DETAIL TO DEMONSTRATE AAS' RECOMMENDED INSTALLATION OF ITS PRODUCTS FOR THE DEPICTED APPLICATION. IN ADDITION TO AAS' RECOMMENDATIONS, THERE MAY BE OTHER NATIONAL, STATE, OR LOCAL SPECIFICATIONS THAT ARE PERTINENT TO THIS APPLICATION. AAS' STANDARD DETAIL IS NOT INTENDED TO SUPERSEDE ANY NATIONAL, STATE, OR LOCAL SPECIFICATIONS, AND AAS' RECOMMENDS THAT THESE REQUIREMENTS BE REVIEWED AND CONSULTED PRIOR TO THE INSTALLATION OF AAS' PRODUCTS. AAS HAS NOT AUTHORIZED, AND BEARS NO RESPONSIBILITY FOR, ANY REVISIONS, ALTERATIONS, OR DEVIATIONS FROM THIS 'STANDARD DETAIL.'"







regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West  
Suite 311, Essex, ON N8M 1Y6

May 03, 2018

Mr. Robert Brown, Manager of Planning & Development Services  
The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville ON N9Y 2Y9

Dear Mr. Brown:

RE: Application for Site Plan Control SPA-20-17 86 WIGLE & 106 WIGLE AVE  
ARN 371121000000100 & 371121000000105;  
PIN: 751780511 & 751780510  
Applicant: 1552842 ONTARIO LIMITED

The following is provided for your information and consideration as a result of our review of Application for Site Plan Control SPA-20-17. We understand that the applicant is proposing: 1) a new storage facility (built in two phases) on the property identified as 86 Wigle Ave, 2) a new warehouse building at 106 Wigle Ave. The site plan also identifies a new stormwater management pond to be located on the 106 Wigle Ave site in which both properties will utilize.

### **NATURAL HAZARD POLICIES OF THE PPS, 2014**

We have reviewed our floodline mapping for this area and it has been determined this site is **not** located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the *Conservation Authorities Act*). As a result, a permit is not required from ERCA for issues related to Section 28 of the *Conservation Authorities Act*, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulations under the *Conservations Authorities Act*, (Ontario Regulation No. 158/06).

### **WATER RESOURCES MANAGEMENT**

For the owner's information, the subject properties are located directly adjacent to the ERCA owned Greenway Trail, as well as the former Kraus Drain that is now under the ownership of the Essex Region Conservation Authority. We have concerns regarding the outlet of the stormwater management facility into the ERCA owned Greenway (Kraus) Drain that is depicted on the site plan. Please be advised, that the ERCA is under no obligation to provide drainage access, or services to adjacent land owners for developments. The ERCA however is willing to enter into an easement agreement with the Town of Kingsville to establish a drainage corridor for adjacent properties, provided that an adequate maintenance agreement can be established that will include best management practices and adherence to acceptable runoff release rates. At this time, a drainage easement does not exist between the ERCA





Mr. Brown  
May 03, 2018

and the Municipality for these purposes. We would advise that an easement be established through contact with Mr. Kevin Money, Director of Conservation Services prior to any Site Plan Approvals that propose to utilize the Greenway Trail corridor as a drainage outlet. **We therefore ask that this Site Plan Control application be deferred until the Town of Kingsville can establish a drainage agreement with ERCA for the legal use of this private drain for adjacent property drainage uses.**

After a drainage easement is finalized between the Town of Kingsville and ERCA, we would recommend that the municipality ensure that the release rate for this development be controlled to the capacity available in this private drain in consultation with ERCA. In addition, that stormwater quality and stormwater quantity are addressed up to and including the 1:100 year storm event and be in accordance with the guidance provided by the Stormwater Management Planning and Guidance Manual, prepared by the Ministry of the Environment (MOE, March 2003) and any other Municipal requirements (e.g., Development Standards Manual).

#### **NATURAL HERITAGE POLICIES OF THE PPS 2014**

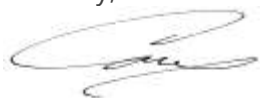
The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.

#### **FINAL RECOMMENDATION**

**We request that this Site Plan Control application be deferred until the Municipality, the applicant and the Conservation Authority can determine an adequate easement/drainage agreement for the proposed stormwater management measures for this development.**

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,



Corinne Chiasson  
Resource Planner  
/cor

cc. Kevin Money, Director of Conservation Services, ERCA







2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

**Date:** May 23, 2018

**To:** Mayor and Council

**Author:** Peggy Van Mierlo-West

**RE:** Municipal Funding Agreement – Ontario’s Main Street Revitalization Initiative

**Report No.:** CAO 04-2018

---

## **AIM**

To provide Council with information pertaining to the Municipal Funding Agreement – Ontario’s Main Street Revitalization Initiative.

## **BACKGROUND**

The Ontario government announced a new funding program in January with a stated purpose of helping municipal governments undertake main street revitalization activities that support and benefit small businesses. There are two streams, one that funds initiatives through an existing Community Improvement Plan (façade or building rehab work) and a second regarding municipal physical infrastructure. Eligible costs incurred between April 1, 2018 and March 31, 2020 qualifies for up to 100% funding. The amount of funding for each municipality has been set according to a formula. The Town is eligible for up to \$56,711.58 under this program.

AMO is administering the program on behalf of the Province and has circulated their standard form agreement with provisions summarized as follows:

- Required acknowledgement of OMAFRA funding including notice of media events/announcements
- Scope of work eligible for funding is outlined in Schedule B
- Proper accounts to be maintained
- Annual report required as to the use of funds, and “Results Report” upon completion
- Funds transferred upon execution of the agreement
- Stacking of funds is permitted.



## **DISCUSSION**

Kingsville currently has two defined main street districts, Cottam and Kingsville. As Council fully funds the Community Improvement Plan for Cottam through the reserve allocation and partially funds the Kingsville BIA Façade program, it is recommended the Town apply under the municipal physical infrastructure stream.

Currently the Cottam Revitalization Committee is nearing the completion of the Revitalization Plan, which will provide recommendations for beautification. It would be recommended that the presentation and adoption of this report occur prior to approving infrastructure projects for main streets within Kingsville.

This will allow for the fair and equitable disbursement of the funds through-out the Town. It is anticipated that the report will be presented to Council in July. A report will follow recommending projects for this stream.

## **LINK TO STRATEGIC PLAN**

Promote the betterment, self-image and attitude of the community.

Support growth of the business community.

## **FINANCIAL CONSIDERATIONS**

The Province of Ontario requires a Transfer Payment Agreement to be signed to govern the use of the funds. In this case, the Ontario Ministry of Food and Rural Affairs signed a Transfer Payment Agreement with the Association of Municipalities of Ontario, (AMO) to administer the Main Street Revitalization Initiative funds. An agreement between the Municipality and The Association of Municipalities of Ontario is required in order to facilitate the transfer of funds.

The Town will recognize this grant as capital funding for the street scape improvement projects.

## **CONSULTATIONS**

Director of Municipal Services

## **RECOMMENDATION**

That Council receives the report titled Municipal Funding Agreement – Ontario's Main Street Revitalization Initiative dated May 23, 2018 regarding the Municipal Funding Agreement for the Ontario's Main Street Revitalization Initiative Program and that the Mayor and Clerk are directed to sign the agreement.



*Peggy Van Mierlo-West*

Peggy Van Mierlo-West, C.E.T.  
Chief Administrative Officer



## **MUNICIPAL FUNDING AGREEMENT**

### **ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE**

This Agreement made as of 1st day of April, 2018.

#### **BETWEEN:**

##### **THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

(referred to herein as "AMO")

#### **AND:**

##### **THE TOWN OF KINGSVILLE**

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the "Recipient")

**WHEREAS** the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

**WHEREAS** the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

**WHEREAS** the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

**WHEREAS** the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

**WHEREAS** AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

**THEREFORE** the Parties agree as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:



**“Agreement”** means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

**“Annual Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

**“Association of Municipalities of Ontario (AMO)”** means a legally incorporated entity under the Corporations Act, 1990 R.S.O. 1990, Chapter c.38.

**“Communication Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

**“Community Improvement Plan”** has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

**“Effective Date”** is April 1, 2018.

**“Eligible Costs”** means those expenditures described as eligible in Schedule C.

**“Eligible Projects”** means projects as described in Schedule B.

**“Eligible Recipient”** means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

**“Event of Default”** has the meaning given to it in Section 11.1 of this Agreement.

**“Funds”** mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

**“Ineligible Costs”** means those expenditures described as ineligible in Schedule C.



**“Lower-tier Municipality”** means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

**“Municipal Fiscal Year”** means the period beginning January 1st of a year and ending December 31st of the same year.

**“Municipality” and “Municipalities”** means every municipality as defined under the Municipal Act, 2001 S.O. 2001 c.25.

**“Municipal Physical Infrastructure”** means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

**“Ontario”** means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

**“Parties”** means AMO and the Recipient.

**“Project Completion Date”** means the Recipient must complete its Project under this Agreement by March 31, 2020.

**“Recipient”** has the meaning given to it on the first page of this Agreement.

**“Results Report”** means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

**“Single-tier Municipality”** means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

**“Third Party”** means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

**“Transfer By-law”** means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

**“Unspent Funds”** means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient’s Annual Report.

## 1.2 Interpretations:

**Herein, etc.** The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.



**Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

**Statutes.** Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

**Gender, singular, etc.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

## **2. TERM OF AGREEMENT**

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

## **3. RECIPIENT REQUIREMENTS**

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
  - a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "in part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
  - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.
  - a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be



awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

#### 4. ELIGIBLE PROJECTS

- 4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

#### 5. ELIGIBLE COSTS

- 5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.
- 5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

#### 6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):



- a) The allocation and transfer shall be authorized by by-law (a "Transfer By-law"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
- b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
- c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

**6.3 Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
- b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
- c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.

**6.4 Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

**6.5 Payout of Funds.** The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.

**6.6 Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:

- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,



- b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

## **7. REPORTING REQUIREMENTS**

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:
  - a) the amounts received from AMO under this Agreement;
  - b) the amounts received from another Eligible Recipient;
  - c) the amounts transferred to another Eligible Recipient;
  - d) amounts paid by the Recipient in aggregate for Eligible Projects;
  - e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
  - f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,



- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

- 7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

## 8. RECORDS AND AUDIT

- 8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.
- 8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.
- 8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

## 9. INSURANCE AND INDEMNITY

- 9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.
- 9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended



or transferred pursuant to this Agreement until such certificate has been delivered to AMO.

9.3 **AMO not liable.** In no event shall Ontario or AMO be liable for:

- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
- (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.

9.4 **Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.

9.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

## 10. DISPOSAL

10.1 **Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or



for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

## **11. DEFAULT AND TERMINATION**

- 11.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an “Event of Default”:
- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
  - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
  - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
  - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
  - (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.
- 11.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 11.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient’s receipt of the notice of an Event of Default, it may immediately terminate this Agreement.
- 11.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

## **12. CONFLICT OF INTEREST**

- 12.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

## **13. NOTICE**



13.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

13.2 **Representatives.** The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

13.3 **Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:

a) If to AMO:

Executive Director  
Main Streets Agreement  
Association of Municipalities of Ontario 200 University Avenue, Suite 801  
Toronto, ON M5H 3C6

Telephone: 416-971-9856  
Email: [mainstreets@amo.on.ca](mailto:mainstreets@amo.on.ca)

b) If to the Recipient:

Acting Director of Finance/Treasurer  
Ryan McLeod  
TOWN OF KINGSVILLE  
2021 Division Road N.  
Kingsville, ON N9Y 2Y9  
(519) 733-2305 x231  
[rmcleod@kingsville.ca](mailto:rmcleod@kingsville.ca)

## 14. MISCELLANEOUS

14.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

14.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this



Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

- 14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient, between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.
- 14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.
- 14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

## 15. SCHEDULES

- 15.1 This Agreement, including:
- Schedule A Municipal Allocation
  - Schedule B Eligible Projects
  - Schedule C Eligible and Ineligible Costs
  - Schedule D Reporting

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.



**16. SIGNATURES**

**IN WITNESS WHEREOF**, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

**RECIPIENT'S NAME:**

**TOWN OF KINGSVILLE**

\_\_\_\_\_  
Mayor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clerk Name

\_\_\_\_\_  
Signature

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

\_\_\_\_\_  
By Title

\_\_\_\_\_  
Signature

In the presence of:

\_\_\_\_\_  
Witness Title

\_\_\_\_\_  
Signature



**SCHEDULE A  
MUNICIPAL ALLOCATION**

**RECIPIENT'S NAME:**     **TOWN OF KINGSVILLE**

**ALLOCATION:**             **\$56711.5784**

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.



## **SCHEDULE B ELIGIBLE PROJECTS**

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

- 1. Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
  - a. Commercial building façade improvements
  - b. Preservation and adaptive reuse of heritage and industrial buildings
  - c. Provision of affordable housing
  - d. Space conversion for residential and commercial uses
  - e. Structural improvements to buildings (e.g. Building Code upgrades)
  - f. Improvement of community energy efficiency
  - g. Accessibility enhancements
- 2. Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
  - a. Signage – wayfinding/directional, and gateway.
  - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
  - c. Marketing plan implementation – business attraction and promotion activities, special events.



**SCHEDULE C**  
**ELIGIBLE AND INELIGIBLE COSTS**

**1. Eligible Costs include:**

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

**2. Ineligible Costs include:**

- a. Costs incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics of marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Costs above;
- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.



## SCHEDULE D REPORTING

### 1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

Project Title	Project Description	Eligible Project Category (CIP/ Municipal Physical Infrastructure	Total Project Cost	Estimate of Funds (Main Street) Spent

### 2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2018 - 2020
Opening Balance	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from An Eligible Recipient	\$xxx	\$xxx
Transferred to an Eligible Recipient	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of Unspent Funds	\$xxx	



- b. Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project Category	Total Project Cost	Main Street Funds Used	Start & End Date	Completed?
							Yes/No/ Ongoing

### 3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. Community Improvement Plan Eligible Projects
  - Number of small businesses supported;
  - Total value of physical improvements;
  - Total Main Street Funds provided;
  - Total Municipal investment; and,
  - Total private investment.
- b. Municipal Physical Infrastructure Eligible Projects
  - Total value of physical improvements;
  - Total Main Street Funds provided; and
  - Total municipal investment.





**REGULAR MEETING OF COUNCIL  
MINUTES**

**Monday, May 14, 2018**

**7:00 PM**

**Council Chambers**

**2021 Division Road N**

**Kingsville, Ontario N9Y 2Y9**

Members of Council	Mayor Nelson Santos Deputy Mayor Gord Queen Councillor Susanne Coghill Councillor John Driedger Councillor Tony Gaffan Councillor Thomas Neufeld Councillor Larry Patterson
Members of Administration	J. Astrologo, Director of Corporate Services R. Brown, Manager of Planning Services M. Durocher, Parks & Recreation Program Manager T. Del Greco, Manager of Municipal Facilities and Property S. Kitchen, Deputy Clerk-Council Services R. McLeod, Director of Financial Services C. Parsons, Fire Chief A. Plancke, Director of Municipal Services K. Vegh, Drainage Supervisor P. Van Mierlo-West, CAO

**A. CALL TO ORDER**

Mayor Santos called the Regular Meeting to order at 7:00 p.m.

**B. MOMENT OF SILENCE AND REFLECTION**

Mayor Santos asked those present to stand and observe a moment of silence to be followed by the singing of O'Canada.



**C. PLAYING OF NATIONAL ANTHEM**

**D. DISCLOSURE OF PECUNIARY INTEREST**

Mayor Santos reminded Council that any declaration is to be made prior to each item being discussed and to identify the nature of the conflict, if any, as the agenda items come forward.

**E. PRESENTATIONS/DELEGATIONS**

**1. Presentation of Certificates of Recognition to Erie North Shore Midget Minors on their Ontario Minor Hockey Association (OMHA) Championship Season**

Mayor Santos introduced the Erie North Shore Midget Minors and welcomed the team managers, coaches, family members and friends also in attendance this evening. Certificates of Recognition were presented to:

Team Manager Kevin Wright; Head Coach Saundro Del Brocco, Team Coaches Tim Woolner, Alex Dunmore (absent), Jacob Huggard (absent), Conner Mackinnon (absent), and Team Manager Jason Mckee (absent), and OMHA Championship team members Alex Riddiford, Hayden Carrier, Shannon Olson, Heath Mckee, Caden Gomes, Jackson Ford, Kean Bell, Cole Dumouchelle, Matt Bradfield, Austin Severino, Tate Wright, Mckinnon Woolner, Nolan Byron, Chase Paquette (absent), Brendan Jenner (absent), Kaden Brennan (absent), Owen Scratch (absent) and Braden Zuidema (absent).

**2. Stan Johnson and Corey Versnel, Residents--Request dated April 18, 2018 RE: Request for improvements of Road 2 East from Kratz Sideroad to Union Avenue**

Corey Versnel expressed concerns regarding the condition of Road 2 East from the Kratz Sideroad to Union Avenue. He stated that Road 2 East is not smooth, nor level. He advised that some produce truck drivers choose to not use the road at all to avoid any damage to their produce, and that farmers driving their tractors must slow down at certain sections due to the road's disrepair (eg. holes and ruts near 832 and 721 Rd. 2 E., near the Graham Sideroad, and at the Chrysler Greenway intersection). He stated that by his estimation, traffic counts on Road 2 East approximate 5,000 vehicles per day and traffic is steadily increasing.

**308-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan



That Council receives the presentation of Corey Versnel and Stan Johnson regarding the condition of Road 2 East from Kratz Sideroad to Union Ave.; and further, directs Administration to prepare a Report for Council consideration.

**CARRIED**

**3. Melissa Tremaine-Snip, Resident--Request dated April 26, 2018  
RE: Spokesperson on behalf of a group of concerned citizens about the glow coming off of greenhouses and how it affects the natural environment and citizens of Kingsville**

Ms. Tremaine-Snip is concerned about the "greenhouse glow", specifically the night-time glow, coming off the greenhouses in Kingsville.

She is concerned about airspace jurisdictions re: piloting, and encouraged that Kingsville be pro-active in stopping that from becoming an issue here. She explained that children and adults experience a disconnect from the natural environment as a result of the glow. She suggested that scientific evidence exists that the glow disrupts the circadian rhythm, affecting plant and animal life including amphibians, fish, birds and mammals, and that the glow can be seen from many kilometers away. Finally, Ms. Tremaine-Snip stated that the glow is light pollution and someone should be held accountable. She suggested various compromises: the temporary solution of turning the lights off from dusk until 2 a.m.; mandated dimming; a requirement that light be directed downwards; or the permanent solution--black-out blinds. Ms. Tremaine-Snip asked Council to recognize that there is an affect on our citizens and she is looking for answers.

**309-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Larry Patterson

That Council directs Administration to a prepare a Report in connection with the 'greenhouse-glow' concerns and to consult with the greenhouse industry; and further, to provide such report within ninety (90) days.

**CARRIED**

**F. MATTERS SUBJECT TO NOTICE**



**1. PUBLIC MEETING--Application for Zoning By-law Amendment ZBA/07/18  
1541 County Road 34 Part of Lot 9, Concession 3 ED**

R. Brown, Manager of Planning Services

i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment dated April 23, 2018;

ii) Report of R. Brown, dated May 4, 2018;

iii) Proposed By-law 52-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

Mr. Brown presented the Planning Report and fielded questions of Council.

Comments from the public:

Fred Driedger, 930 Road 4 East, asked what other greenhouses have existed in Ontario or the U.S.A. where they have been able to control the odour. He also indicated that he had contacted a Planner from Norfolk County and there are considerably larger setback requirements in place in that region.

Mr. Brown responded that he has not looked across the border, and that in Ontario, existing greenhouses have been dealing with Part 2 licensing operations which does not require any confirmation from local municipalities regardless of location. The application in question is a Part 1 licence and there tools in place to help address the issues as we move forward, and each greenhouse operator is aware of their obligations and the issues that they have to address.

**310-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor John Driedger

That Council approve Zoning By-law Amendment ZBA/03/18 to permit a medical marihuana production facility on property located at 1541 County Road 34 and address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law 1-2014 as outlined in the attached amendment and adopt the implementing by-law.

**CARRIED**

**G. AMENDMENTS TO THE AGENDA**



Deputy Mayor Queen stated that he had a follow-up question to present under Unfinished Business, Councillor Patterson added one Announcement, and Councillor Neufeld added one item under Unfinished Business.

## **H. ADOPTION OF ACCOUNTS**

- 1. Town of Kingsville Accounts for the monthly period ended April 30, 2018 being TD cheque numbers 0065209 to 0065446 for a grand total of \$942,345.43**

**311-2018**

**Moved By** Councillor Susanne Coghill

**Seconded By** Councillor Thomas Neufeld

That Council approves Town of Kingsville Accounts for the monthly period ended April 30, 2018, being TD cheque numbers 0065209 to 0065446 for a grand total of \$942,345.43

**CARRIED**

## **I. STAFF REPORTS**

- 1. Parks, Recreation, Arts and Culture Master Plan Update**

M. Durocher, Parks and Recreation Programs Manager

**312-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council approves the quote as submitted by Monteith Brown Planning Consultants for the Parks, Recreation, Arts and Culture Plan review, and further that they endorse their role in the review of the 2013 Parks, Recreation, Arts and Culture Master Plan. Furthermore that Council amend the Procurement By-law to allow for single source bids in order to allow Monteith Brown to undertake the work on the review of the PRAC master plan.

**CARRIED**

- 2. Tall Ships America Host Port Agreement**

M. Durocher, Parks and Recreation Programs Manager



**313-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Susanne Coghill

That Council approves the request to enter into an agreement with Tall Ships America to host Tall Ships in 2019 in Kingsville

**CARRIED**

At 7:55 p.m. Mayor Santos called for a 5 minute recess, and the meeting reconvened at 8:00 p.m.

**3. Tax Adjustments Under Section 357 of the Municipal Act, 2001**

R. McLeod, Director of Financial Services

**314-2018**

**Moved By** Councillor Susanne Coghill

**Seconded By** Councillor Thomas Neufeld

That Council authorizes tax reductions totaling \$41,746.01 for the 2018 taxation year.

**CARRIED**

**4. Training/Public Education Officer**

C. Parsons, Fire Chief

**315-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Deputy Mayor Gord Queen

That the Training/Public Education Officer become a full-time position.

**CARRIED**

**5. Forfeiture of Unclaimed Indemnity Deposits**

G. A. Plancke, Director of Municipal Services



**316-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council approves the proposed changes to Schedule A of the existing Notification Policy By-Law 53-2008, and directs Administration to draft the necessary by-law amendment; and further that Council approves Administration to forfeit all unclaimed indemnity deposits prior to 2010 and again every successive year in accordance with the current Fees and Charges By-Law and the amended Notification Policy By-Law.

**CARRIED**

**6. Larry Santos / Prince Albert Park Playground Equipment**

T. Del Greco, Manager of Municipal Facilities and Property

**317-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor John Driedger

That Council approves the proposal submitted by PlayPower Canada in the amount of \$57,887.10 (excluding HST) for the installation of equipment at Larry Santos Park; and further that Council approves the proposal submitted by Henderson Recreation in the amount of \$57,659.81 (excluding HST) for the installation of equipment at Prince Albert Park.

**CARRIED**

**7. Compliance Audit Committee**

J. Astrologo, Director of Corporate Services

**318-2018**

**Moved By** Councillor Susanne Coghill

**Seconded By** Councillor Tony Gaffan



That Council approves the draft Terms of Reference for the Compliance Audit Committee for the 2018-2022 Term of Council and authorizes the Director of Corporate Services to advertise and recruit for a new member of the Committee.

**CARRIED**

**8. First Quarter Report**

P. Van Mierlo-West, CAO

**319-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor John Driedger

That Council receives the 1<sup>st</sup> quarter report.

**CARRIED**

**J. BUSINESS/CORRESPONDENCE-ACTION REQUIRED**

**1. Rotary Club of Cottam--Petition of Residents dated April 16, 2018 in support of the Rotary Club of Cottam's Proposed School Bus Shelter in front of 124 Fox St. in Cottam**

**320-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Deputy Mayor Gord Queen

That Council receives the Petition of Residents dated April 16, 2018 in support of the Rotary Club of Cottam's proposed School Bus Shelter in front of 124 Fox St. in Cottam; and further, That Council directs the CAO to work with the Rotary Club of Cottam regarding the installation of a School Bus Shelter.

**CARRIED**

**2. Office of Senator Nancy Greene Raine--Correspondence from J. Bergamini, Administrative Support Assistant RE: National Health and Fitness Day (NHFD) on June 2**



**321-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Susanne Coghill

**WHEREAS** the Parliament of Canada wishes to increase awareness among Canadians of the significant benefits of physical activity and to encourage Canadians to increase their level of physical activity and their participation in recreational sports and fitness activities;

**AND WHEREAS** it is in Canada's interest to improve the health of all Canadians and to reduce the burden of illness on Canadian families and on the Canadian health care system;

**AND WHEREAS** may local governments in Canada have public facilities to promote the health and fitness of their citizens;

**AND WHEREAS** the Government of Canada wishes to encourage local governments to facilitate Canada's participation in healthy physical activities;

**AND WHEREAS** the Government of Canada wishes to encourage the country's local governments, non-government organization, the private sector and all Canadians to recognize the first Saturday in June as National Health and Fitness Day and to make the day with local events and initiatives celebrating and promoting the importance and use of local health, recreational, sports and fitness facilities;

**AND WHEREAS** Canada's mountains, oceans, lakes, forest, parks and wilderness also offer recreational and fitness opportunities;

**AND WHEREAS** Canadian Environment Week is observed throughout the country in early June, and walking and cycling are great ways to reduce vehicle pollution and improve physical fitness;

**AND WHEREAS** declaring the first Saturday in June to be National Health and Fitness Day will further encourage Canadians to participate in physical activities and contribute to their own health and well-being;

**NOW THEREFORE BE IT RESOLVED** that Council of The Corporation of the Town of Kingsville proclaims June 2, 2018 as National Health and Fitness Day in the Town of Kingsville.



**CARRIED**

3. **Town of Lakeshore--Correspondence to All Ontario Municipalities dated April 27, 2018 RE: Renovation and/or Demolition of all Buildings Containing Hazardous Materials**

**322-2018**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Susanne Coghill

That Council supports the Town of Lakeshore's Resolution that the Government of Ontario be urged to review and revise the laws regarding the alteration, renovation and/or demolition of all buildings containing hazardous materials to ensure that proper steps and preventative measures are taken to protect the public from exposure to hazardous materials.

**CARRIED**

**K. MINUTES OF THE PREVIOUS MEETINGS**

1. **Regular Meeting of Council--April 23, 2018**
2. **Regular 'Closed Session' Meeting of Council--April 23, 2018**

**323-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council adopts Regular Meeting of Council Minutes dated April 23, 2018 and Regular 'Closed Session' Meeting of Council Minutes dated April 23, 2018.

**CARRIED**

**L. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

1. **Drainage Advisory Committee--June 9, 2017**

**324-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Larry Patterson



That Council receives Drainage Advisory Committee Minutes dated June 9, 2017

**CARRIED**

**2. Committee of Adjustment--February 20, 2018**

**325-2018**

**Moved By** Councillor Susanne Coghill

**Seconded By** Councillor John Driedger

That Council receives Committee of Adjustment Meeting Minutes, dated February 20, 2018.

**CARRIED**

**3. Kingsville Accessibility Advisory Committee--February 20, 2018**

**326-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Tony Gaffan

That Council receives Kingsville Accessibility Advisory Committee meeting minutes dated February 20, 2018.

**CARRIED**

**4. Kingsville Municipal Heritage Advisory Committee--March 27, 2018**

**327-2018**

**Moved By** Councillor Susanne Coghill

**Seconded By** Councillor Larry Patterson

That Council receives Kingsville Municipal Heritage Advisory Committee Meeting Minutes, dated March 27, 2018.

**CARRIED**



**5. Police Services Board--March 28, 2018**

**328-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Deputy Mayor Gord Queen

That Council receives Police Services Board Meeting Minutes dated March 28, 2018.

**CARRIED**

**M. BUSINESS CORRESPONDENCE - INFORMATIONAL**

- 1. Essex Region Conservation Authority--Correspondence dated April 18, 2018 RE: Delegation Presentation March 26, 2018**
- 2. Ministry of Citizenship and Immigration--Correspondence from Minister Albanese, dated March 2018 RE: Call for Champion of Diversity Award nominations.**
- 3. Special Olympics Ontario, Leamington and Essex County Warriors--Correspondence received April 19, 2018 RE: Request for in-kind support for summer Softball team**
- 4. Municipality of East Ferris--Resolution 2018-146 RE: Wildlife animals and wolf sightings**
- 5. Regional Municipality of Halton--Correspondence dated April 11, 2018 RE: Seeking Support on the Court Application involving the CN Truck-Rail Development in the Town of Milton**
- 6. Association of Municipalities of Ontario--2018-2020 AMO Board of Directors Call for Nominations**
- 7. Township of Uxbridge--Correspondence dated April 19, 2018 RE: Bill 16, Respecting Municipal Authority Over Landfilling Sites**
- 8. Ministry of Seniors Affairs - Correspondence from Minister Damerla, dated May 2018 RE: Call for Nominations for the Ontario Senior Achievement Award**
- 9. Ministry of Municipal Affairs/Ministry of Housing--Correspondence from Ian Kerr, Regional Director, Municipal Services Office-Western Ontario, dated May 8, 2018 RE: Disaster Recovery Assistance for Ontarians (DRAO)**



**10. Deputy Mayor G. Queen--Correspondence dated May 5, 2018 RE: 2018 OSUM Conference and Trade Show**

**329-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Larry Patterson

That Council receives Business/Correspondence - Informational Items 1 through 10 as outlined.

**CARRIED**

RE: Item M.1 (Essex Region Conservation Authority correspondence dated April 18, 2018)

Councillor Neufeld referred to page 2 of ERCA correspondence and asked Administration why the County Road 50 Heritage Drain Works project was not completed. Ms. Van Mierlo-West indicated she would look into the matter.

RE: Item M.9 (Ministry of Municipal Affairs/Ministry of Housing correspondence)

Mayor Santos commented that similar correspondence from the Province (notifying of no activation of DRAO programs in any areas along the Lake Erie shoreline as a result of the wind storm occurring from April 14 to 16, 2018) was sent to the Municipality of Leamington.

**N. NOTICES OF MOTION**

**1. Councillor L. Patterson may move or cause to have moved:**

**330-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Thomas Neufeld

That Administration bring back a report to Council outlining the process involved for Council's possible endorsement of a pilot program for the 47th Drain over Wigle Creek for clean up and obstruction removal.

**CARRIED**

**O. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES**



1) Deputy Mayor Queen indicated that he had made a motion at a recent meeting to have the Director of Municipal Services prepare a report regarding the waterline proposed to go west of Old Kingsville to the Golf Course Area. As a follow-up, he asked Administration if the Town can reasonably expect a new waterline to be installed with water flowing in the area of Kingsville Golf Club within the next twelve month period. Ms. Van Mierlo-West responded that there would be no such installation within twelve months.

2) Councillor Neufeld indicated that he had made a motion at a recent meeting pertaining to former Gosfield South Roads, which motion is to be addressed after the scheduling of a municipal road tour, and asked about the status of such Tour. Ms. Van Mierlo-West advised that a report is forthcoming.

3) Councillor Patterson acknowledged the excellent clean-up efforts by a group of residents of the storm debris at the dock. He stated that he wanted to acknowledge those efforts, and expressed his thanks.

**P. BYLAWS**

**1. By-law 50-2018**

**331-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Tony Gaffan

That Council read By-law 50-2018, being a By-law to provide for the establishment of rates for the levy and collection of property taxes in the Town of Kingsville for the year 2018 pursuant to the provisions of the *Municipal Act*, a first, second and third and final time.

**CARRIED**

**2. By-law 52-2018**

**332-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Susanne Coghill

That Council read By-law 52-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/07/18; 1541 County Road 34 East) a first, second and third and final time



**CARRIED**

**3. By-law 57-2018**

**333-2018**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Larry Patterson

That Council read By-law 57-2018, being a By-law to amend By-law 1-2015, being a By-law to appoint certain members of Council and individuals to boards and committees, a first, second and third and final time.

**CARRIED**

**4. By-law 58-2018**

**334-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council read By-law 58-2018, being a By-law to amend By-law 101-2004, as amended and to Appoint a Manager of Financial Services/Deputy Treasurer of The Corporation of the Town of Kingsville a first, second and third and final time

**CARRIED**

**Q. CLOSED SESSION**

**335-2018**

**Moved By** Councillor Susanne Coghill

**Seconded By** Councillor Thomas Neufeld

Pursuant to section 239(2) of the *Municipal Act, 2001* Council, at 8:47 p.m., entered into Closed Session to address the following items:

1) A proposed or pending acquisition or disposition of land by the municipality or local board RE: negotiations respecting a proposed or pending acquisition/disposition of land with the Greater Essex County District School Board (239(2)(c))



2) A proposed or pending acquisition or disposition of land by the municipality or local board RE: Proposed lease of municipal lands (239(2)(c))

**CARRIED**

**R. REPORT OUT OF CLOSED SESSION**

Upon rising from Closed Session at 9:00 p.m., Mayor Santos reported that Council received update reports on two property matters, being Closed Session items Q-1 and Q-2 as listed above.

With respect to Item Q-1, Mayor Santos reported that progress is being made toward a joint announcement; and RE: Item Q-2, Mayor Santos reported that progress is being made with respect to the terms of a lease agreement for one farming season, which agreement will be presented by by-law.

**S. CONFIRMATORY BY-LAW**

**1. By-law 61-2018**

**336-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Susanne Coghill

That Council read By-law 61-2018, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its May 14, 2018 Regular Meeting, a first, second and third and final time.

**CARRIED**

**T. ADJOURNMENT**

**337-2018**

**Moved By** Councillor Susanne Coghill

**Seconded By** Councillor Larry Patterson

That Council adjourns this Regular Meeting at 9:01 p.m.

**CARRIED**





# MINUTES

## TOURISM AND ECONOMIC DEVELOPMENT COMMITTEE

MARCH 8, 2018 @ 5:30 P.M.

Committee Room 'A', 2021 Division Rd N, Kingsville

### A. CALL TO ORDER

Mayor Santos called the Regular Meeting to order at 5:30 p.m. with the following persons in attendance:

#### Members:

Mayor N. Santos  
T. Gaffan  
D. Hunt  
D. Quick  
Absent:  
J. Gaffan  
M. Stranak  
M. Lauzon

#### Members of Administration:

CAO, P. Van Mierlo-West  
Executive Assistant to the Mayor and CAO, J. Settingington  
Tourism Coordinator, N. Cobby  
BIA Coordinator, Christina Bedal

### B. DISCLOSURE OF PECUNIARY INTEREST

When a member of the Committee has any pecuniary interest, direct or indirect, in any matter which is the subject of consideration at this Meeting of the Committee (or that was the subject of consideration at the previous Meeting of the Committee at which the member was not in attendance), the member shall disclose the pecuniary interest and its general nature, prior to any consideration of the matter.

### C. PRESENTATIONS/DELEGATIONS

1. NONE

### D. STAFF REPORTS

1. N. Cobby gave an overview of a proposal for an official tourism event called Bazaar Nights. The proposal in the report was that the night market be held the first and third Thursdays of June, July and August, for a total of 6 events. The event would look to incorporate the arts, possible food component, Carnegie concerts and vendors/shopping. N. Cobby met with ASK (Art Society of Kingsville) and would be looking for the BIA to encourage their members to stay open





## MINUTES

between the hours of 5:00-8:00 p.m. Possibilities for location include the parking lot behind the Post Office – could help incorporate non-downtown BIA members. She has also reached out to the Heritage and Historical Societies. They did not want to commit to walking tours, but did suggest re-enactments.

N. Cobby received a quote for concerts on the lawn at the Carnegie - \$4500 for the 6 concerts. This quote includes tent, sound system, stage, performer fee.

Discussion around an outside application the Town received for an event (food/drink) to take place in the parking lot of the Carnegie building, one Friday per month in June, July, August and September.

Discussion whether this was too broad – maybe need to look at 2 separate events. One event to include the concert series and the other event to include the marketplace component – don't want to split out audience.

T. Gaffan commented that he felt \$750/concert is overpriced for a 1.5 hour concert. N. Cobby commented that she could contact the group re: \$500 performer fee. Discussion about putting out a 'call to artists', reminder that if do it on own/committee we would be responsible for setting up stage, sound system and any other additional work required.

Discussion about sharing with other application to include vendors, artists, music with their planned Friday night event. Don't have the actual dates put forward, this group wants to hold it in Carnegie parking lot so they can access the public washrooms in the Carnegie Building. Look at incorporating the farmers market – have them set up one day early on these Fridays. D. Hunt suggested if this group was going forward with their proposal, we could concentrate more on the vendors/arts versus the food.

Discussion about possibility of having concert events at Grovedale House instead of Carnegie. Group thought the first Thursday in June might be too soon – perhaps starting third Thursday in June instead. Need to plan out the night market/bazaar and coordinating concerts. D. Hunt suggested reaching out to the high school for musicians.

Discussion about looking at other possibilities for the stage events – could also look at dance demonstrations, wine/art class – not just music – 'rotating' stage. Talk about where this could happen – Carnegie grass might be too small, possibility of closing streets. If we close some streets – more flexibility and control. Need buy-in from businesses – could look at closing Main, Division or King –



which makes more sense? C. Bedal thought farmers market is good idea – bring the people to the event.

T. Gaffan suggested putting it out on social media, asking “what do you want?” – also looking for potential vendors.

Discussion came back to number of concerts – should we start with one per month. Are we looking at two different events? Maybe still do two per month – but look at one concert/culture (starting at Carnegie) and one bazaar – alternating.

Direction given to N. Cobby to proceed with inquiries and put together a plan.

**08-2018** Moved by DAVE HUNT seconded by TONY GAFFAN to receive the report as presented.

**CARRIED**

2. C. Bedal provided Committee with BIA Update. The 2017 BIA voucher system was a success, and \$99, 400 BIA dollars/vouchers were redeemed. The vouchers were sold out in two days, there was a \$2000 limit per consumer. The vouchers were spread around at a variety of Kingsville establishments. She will be meeting with BIA members to get their feedback and input. Question was asked re: the remaining \$600 that was not redeemed. If someone comes forth with the vouchers, they will be reimbursed at face value - \$8.50. The Royal Bank has already put the money into the BIA account.

C. Bedal has been meeting with businesses – communicating the promotional opportunities and partnerships that are available. She is sharing with the membership information about this Committee and the discussions taking place.

## **E. BUSINESS CORRESPONDENCE – ACTION REQUIRED**

NONE

## **F. MINUTES OF THE PREVIOUS MEETING**

1. Tourism and Economic Development Committee Meeting Minutes — FEBRUARY 8, 2018





## MINUTES

- 09-2018** Moved by TONY GAFFAN, seconded by DOUG QUICK to receive the minutes of the Tourism and Economic Development Committee Meeting dated FEBRUARY 8, 2018.

**CARRIED**

### **G. NEW AND UNFINISHED BUSINESS**

#### **1. ACCOMMODATION STUDY –**

The Accommodation Study is not yet complete or ready for discussion. P. Van Mierlo-West stated that she has asked them to concentrate on the tools, how do we make this happen versus the actual data. A draft should be ready by next month.

### **H. NEXT MEETING DATE**

1. The next meeting of the Tourism and Economic Development Committee shall take place on APRIL 12, 2018 at COMMITTEE ROOM A, 2021 DIVISION RD N. @ 5:30 p.m.

### **I. ADJOURNMENT**

- 10-2018** Moved by DOUG QUICK, seconded by DAVE HUNT to adjourn this Meeting at 6:25 p.m.

**CARRIED**

---

**CHAIR, Mayor Santos**

---

**RECORDING SECRETARY,  
J. Setterington**





## **JOINT BOARD OF MANAGEMENT**

Wednesday, April 4, 2018

**9:00 AM**

Kingsville Community Room

Kingsville Arena

1741 Jasperson Road, Kingsville

### **MINUTES**

**Members Present:** Deputy Mayor MacDonald (Chair); Mayor Paterson, Councillors Dunn, Jacobs, Hammond, Verbeke - Leamington  
Mayor Nelson Santos (Vice-Chair); Deputy Mayor Queen (alternate), Councillors Neufeld and Patterson - Kingsville  
Mayor McDermott - Essex  
Councillor Diemer - Lakeshore

**Members Absent:** Councillor Gaffan - Kingsville

**UWSS Staff Present:** Rodney Bouchard - Manager  
Khristine Johnson - Administrative Assistant/Recording Secretary

**Staff Present:** John Kehoe - Leamington

**OCWA Staff Present:** Susan Budden, Dave Jubenville  
Dale Dillen, Ken Penney

**Call to Order: 9:02 am**

Manager call the meeting to order.

**Disclosures of Pecuniary Interest: none**

**Approval of UWSS Joint Board of Management:**

**No. UW-12-18**

**Moved by:** Mayor Paterson

**Seconded by:** Councillor Hammond

That Minutes of the UWSS Joint Board of Management meeting of February 21, 2018 be received.

Carried



---

**Business Arising Out of the Minutes:**

The Manager reminds members of the Board that at the meeting of February 21, 2018 he was given directions to update the legal opinion regarding confidential matters. He notes that he has spoken with the legal team and received an updated opinion, however it was not ready for today's meeting.

The Manager also notes that he was given instructions to form an executive committee regarding the restructuring of the UWSS. He confirms to the Board that the executive committee, consisting of himself, the Chair and Vice-Chair, has been formed. The Executive Committee has met and will be traveling to each municipality to present restructuring information to each council. The first meeting is scheduled for April 9<sup>th</sup> in front of Kingsville's council. He notes that the reports have been provided to the Chair, Vice-Chair and administration of each partner municipality.

**Items for Consideration:****Report UW/06/18 dated March 29, 2018 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to March 29, 2018**

The Manager indicates that the vibrations that had been felt on the new pump #2 at the Low Lift have been addressed and the pump is now back in service. However, Low Lift pump #3 has been removed from service and Phasor has been retained to address the vibration issue and repair if necessary.

At the last meeting the manager had informed members of the Board of a leak at the High Lift Pump #5 discharge where the pipe connects to the main plant header. This repair required parts of the WTP to be shut down. Rather than hire outside contractors the OCWA staff were able to isolate and make the necessary repairs. The Manager commends the OCWA staff for their forward thinking.

The Manager briefly mentions the MOECC 2018 Inspection Report for the UWSS. He notes that he will go into greater detail when he presents his full report scheduled for later in the meeting.

The Manager explains that the Essex Water Tower (EWT) rehabilitation is underway and the scaffolding is being erected and should be completed soon. The team will then start with the rehabilitation. There have been some delays due to the removal of several of the antennas. He feels that the problem has been resolved.

The staff are excited about the new kitchen that is under construction. The 1960 version is quite small and cramped and this new kitchen will allow for space for all staff members. The old kitchen space will then be converted to office space.

The SCADA project is underway as well and the integrators will be at the WTP over the next several weeks to reverse engineer the current system.

The Manager mentions another item that was not in his report. He indicates that the pH Adjustment system project will be moving forward. He notes that several CO2 suppliers were at the WTP the day prior to provide information. He explains that he will be meeting



with the MOECC in the near future to ensure that all parties are in agreement with the forward progress of this project.

The Manager mentions that the flows are up quite a bit over last year and the previous four year average. The Board then suggests that the new crop of marijuana might be using more water than the standard vegetable crops that this area is used to. The Manager explains that he is working with several different studies to try and determine how to improve the knowledge that UWSS in understanding various crops' water needs.

#### **No. UW-13-18**

Moved by: Councillor Jacobs

Seconded by: Councillor Verbeke

That the report UW/06/18 dated March 29, 2018 Re: Status Updates of UWSS Operations & Maintenance Activities and Capital Works to March 29, 2018 is received.

Carried (UW/06/18)

#### **Report UW/07/18 dated March 12, 2018 re: UWSS 2017 Financial Report**

The Manager provides a brief introduction and then hands the meeting over to Laura Rauch, the Director of Finance and Business services for the Municipality of Leamington, to present her report to the UWSS Board.

Ms. Rauch indicates that the auditors, Hicks, MacPherson, latonna & Driedger (HMID), have reviewed her report and send their regrets in not being able to attend the meeting. Ms. Rauch continues with her report and reviews some key highlights. She notes that assets have increased due to an increase in the cash at year's end, financial liabilities are consistent, there are still nine (9) years left in payments to Sun Life and there was no new debt issuance.

She briefly reviews the capital projects that were started and/or completed in 2017 and the change in investments last year, which yielded better results than budgeted for.

The Board asks why some vacation credits appear on the financial statements. Ms. Rauch indicates that there was some unused vacation and there is a very specific policy on when the unused time will have to be used.

The Board also asks why there was such a huge swing in the budget prepared versus the final outcome for 2017. The Manager indicates that some of the projects from 2017 were deferred to 2018 and will be starting shortly, such as the Essex Water Tower Rehabilitation and the SCADA Upgrades. He notes that he is working more closely with the financial team at the Municipality of Leamington to close those gaps.



---

**No. UW-14-18**

Moved by: Councillor Dunn

Seconded by: Councillor Diemer

That report UW/07/18 dated March 12, 2018 re: UWSS 2017 Financial Report is received.

Carried (UW/07/18)

**Report UW/08/18 dated March 29, 2018 re: MOECC Drinking Water Inspection for the UWSS - January 16, 2018 Inspection**

The Manager notes that the MOECC Inspection report was received on March 19, 2018 and identified two (2) non-compliance items. These were addressed by operations staff at the time of occurrence. He further notes that no recommendations were made for improvement by the inspector.

The Manager explains the first incidence of non-compliance occurred on March 13, 2017 when continuous monitoring was not maintained. The turbidity meter became air locked and lasted for over an hour. The operator identified the problem and the repairs were made immediately. The turbidity prior to and after the incident remained in compliance. There was no issue to water quality.

The second incident occurred on October 10, 2017 when a pump failure occurred at night, with an inexperienced operator at night, who needed to call in a repair person. The non-compliance resulted when the operator did not report the incident to the spills action centre immediately. All staff reviewed the SOPs regarding this incident and no further action was required.

The Manager notes that a draft copy of the report, without the score, was received earlier in March for his and OCWA's review. All seemed in order, therefore, both him and the Operations Manager were very surprised by the lower than anticipated Inspection Rating. There were only two (2) incidents of non-compliance that did not affect the water quality.

The Board ask questions regarding the report's mention of "Filter Upsets" in the summer of 2017. The Manager notes that the Ruthven WTP has real time monitoring that has been in place since 2012, which allows staff to adjust processes due to algae in the raw water. He assures members that this is part of the process when dealing with algae blooms and he further notes that he is currently working on updates to the Masterplan.

There is some concern that the report mentions that more should be done regarding the residual pile. The Manager notes that UWSS is working to remove the pile year after year, but there are not many applications that are allowed for the material. Some of the options are just too expensive and would be of no benefit to the UWSS. He confirms that the pile is diminishing each year.



**No. UW-15-18**

Moved by: Councillor Patterson

Seconded by: Mayor McDermott

That report UW/08/18 dated March 29, 2018 re: MOECC Drinking Water Inspection for the UWSS January 16, 2018 Inspection is received.

Carried (UW/08/18)

**Report UW/09/18 dated March 28, 2018 Re: System Interest Updates**

The Manager reminds members of the Board of his report of January 18, 2017 wherein the updated system interest was provided. However, after the auditors reviewed information provided it was determined there was a slight correction that should be made regarding the system interest percentages. The Manager reviewed the changes with the board.

The board then asked if the Town of Kingsville will be adding another member to the UWSS Board as it's overall water use was now above 40%. The Manager did confirm that another board member will have to be added to the UWSS Board and he will be sending a letter to the Town of Kingsville requesting another councillor be appointed.

**No. UW-16-18**

Moved by: Councillor Verbeke

Seconded by: Mayor Santos

That UWSS system interests in Schedule C of the Transfer Order for period of 2017-2021 are revised and updated as follows:

<b>Municipality</b>	<b>Proportional System Interest</b>
The Corporation of the Municipality of Leamington	50.55%
The Corporation of the Town of Kingsville	40.33%
The Corporation of the Town of Essex	5.97%
The Corporation of the Town of Lakeshore	3.15%

And



That the municipalities of Leamington, Kingsville, Essex and Lakeshore be informed of this update to Schedule C of the UWSS Transfer Order. This update will apply from January 1, 2017 to December 31, 2020; And

That the Manager send correspondence to the Town of Kingsville asking that another councillor is appointed to the Union Water Supply System Joint Board of Management.

Carried (UW09/18)

**Report UW/10/18 dated March 29, 2018 re: Payments from February 17 to March 29, 2018**

**No. UW-17-18**

Moved by: Councillor Diemer

Seconded by: Deputy Mayor Queen

That report UW/10/18 dated March 29, 2018 re: Payments February 17 to March 29, 2018 is received.

Carried (UW/10/18)

### **New Business:**

The Board asks the Manager if the Municipality of Leamington is receiving a fair compensation for the work that they provide to the UWSS. The Manager does remind members though that with the potential restructuring of the UWSS there may be some modifications, but he will provide a review to the Board.

### **Adjournment:**

**No. UW-18-18**

Moved by: Deputy Mayor Queen

Seconded by: Councillor Neufeld

That the meeting adjourn at 9:50 am

Carried

**Date of Next Meeting:** May 16, 2018, 9:00 am, Kingsville Community Room, 1741 Jasperson Road, Kingsville Arena

/kmj





COMMITTEE OF ADJUSTMENT MEETING

TUESDAY APRIL 17<sup>TH</sup>, 2018 AT 6:00 P.M.  
CORPORATION OF THE TOWN OF KINGSVILLE  
COUNCIL CHAMBERS  
2021 DIVISION RD N, KINGSVILLE, ONTARIO N9Y 2Y9

A. CALL TO ORDER

Chairperson G. Queen called the meeting to order at 6:00 p.m. with the following Committee members in attendance:

Members of Committee of Adjustment	Members of Administration
<ul style="list-style-type: none"><li>Deputy Mayor Gord Queen</li><li>Thomas Neufeld</li><li>Russell Horrocks</li><li>Allison Vilardi</li><li>Jim Gaffan Jr.</li></ul>	<ul style="list-style-type: none"><li>Manager of Planning &amp; Development Services – Robert Brown</li></ul>

ABSENT: Town Planner – Kristina Brcic

B. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

Chairperson G. Queen reminded Committee members to disclose any interest they may have prior to each agenda item being discussed.

C. ADOPTION OF COMMITTEE OF ADJUSTMENT MEETING MINUTES DATED TUESDAY, FEBRUARY 20<sup>TH</sup>, 2018.

CA - 04 - 2018

Moved by Jim Gaffan Jr., seconded by Allison Vilardi the Committee of Adjustment Meeting Minutes dated February 20<sup>th</sup>, 2018 be adopted.

CARRIED

HEARINGS

1. A/01/18 – Sterling Acre Farms Ltd. & Erie Sand and Gravel Ltd. – County Rd 31

Manager of Planning Services, Robert Brown introduced the minor variance application and reviewed Interim Town Planner, David French’s report dated February 27<sup>th</sup>, 2018 which provides details regarding the requested minor variance by the applicant to reduce certain setbacks for lands located in the northwest corner of the intersection of County Road 31 / Albuna Town Line and Road 5 East, Part of Lot 24, Concession 5, Parts 2 & 3, RP 12R 11020, in the Town of Kingsville.

The subject land is 8.89 ha (21.98 ac.) in area and contains an active gravel pit operation. It is proposed that a minor variance be considered to reduce the required setbacks along both the frontage of County Road 31 and Road 5 East from 30 m (98.4 ft.) to 15 m (49.2 ft.) to allow for extraction of aggregate from within the portion of the parcel currently restricted by the existing setbacks.

The applicant’s solicitor, Suzanne Balzer was in attendance. Ms. Balzer was in agreement with the presented report.

Committee Member Jim Gaffan Jr. commented that the requested variance was not going to really alter the operation on the site. Setback reduction will simply permit additional



aggregate to be removed. Manager of Planning Services, Robert Brown indicated that this was correct, none of the existing crushing or other fixed operations were changing location.

Committee Member Thomas Neufeld asked about the approximate remaining life span of the pit. Mr. Brown indicated it is dependent on a number of factors, weather, demand, etc. Based on the applicant's indication we are looking at approximately 10 years.

A letter dated April 17<sup>th</sup>, 2018 was submitted by the applicant's solicitor Suzanne Balzer of Sawatzky Balzer & Wiens LLP in response to the objection letter dated April 10<sup>th</sup>, 2018 from Parkbridge.

**CA - 05 - 2018**

Moved by Allison Vilardi, seconded by Thomas Neufeld to accept and include the letter submitted by Suzanne Balzer of Sawatzky Balzer & Wiens LLP in response to the objection letter dated April 10<sup>th</sup>, 2018 from Parkbridge.

**CARRIED**

Chairperson, G. Queen confirmed there were no other comments from the committee.

**CA - 06 - 2018**

Moved by Allison Vilardi, seconded by Thomas Neufeld that Minor Variance Application A/01/18, to reduce the required front and exterior side yard setbacks for the purpose of aggregate extraction, as per Section 9.4(c) (i) & (iii) of the Kingsville Zoning By-law, from 30 m (98.4 ft.) to 15 m (49.2 ft.), subject to final restoration back to a 30 m setback limit., be **Approved**.

**CARRIED**

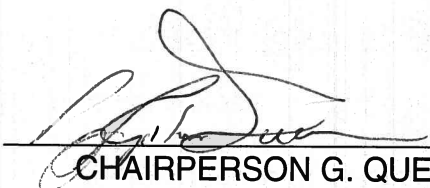
**E. OTHER BUSINESS**

**F. ADJOURNMENT**

**CA - 07 - 2018**

Moved by Jim Gaffan Jr., seconded by Russell Horrocks there being no further hearings scheduled, the meeting was adjourned at 6:10 p.m.

**CARRIED**

  
CHAIRPERSON G. QUEEN

  
SECRETARY-TREASURER



May 11, 2018

**Subject: CN Intermodal Update**

---

At its meeting on April 30, 2018, Oakville Town Council approved the following motion:

*WHEREAS under the Municipal Act, Ontario municipalities have the authority and responsibility to advance and protect the “economic, social and environmental well-being of the municipality” and the “health, safety and well-being of persons”;*

*WHEREAS the Provincial Government has designated Ontario municipalities to have responsibility to establish official plans that meet or exceed provincial standards for managing and directing physical change and effects on the social, economic, built and natural environment;*

*WHEREAS CN Rail has declared that the Province of Ontario and the Halton Municipalities (the City of Burlington, the Town of Halton Hills, the Town of Milton and the Town of Oakville) and Conservation Halton have no regulatory role whatsoever with respect to a proposed truck/rail development that will have a direct impact on the economic, social and environmental well-being of the municipality and health, safety and well-being of residents;*

*WHEREAS the Halton Municipalities and Conservation Halton recognize that railways are a matter of federal jurisdiction, but assert that truck-rail developments have non-rail aspects that engage multiple areas of provincial and municipal government regulatory responsibility;*

*WHEREAS the Halton Municipalities and Conservation Halton have commenced a Court Application to confirm their legitimate regulatory role in respect of the CN development;*

*WHEREAS CN’s position that its proposed truck-rail development falls exclusively under federal jurisdiction, if upheld, would create a regulatory gap that would prevent the Province of Ontario, the Halton Municipalities and Conservation Halton from discharging their statutory responsibilities, and leave CN Rail, a for-profit company, to self-regulate on matters that engage provincial and municipal responsibilities; and*



May 11, 2018

**Subject: CN Intermodal Update**

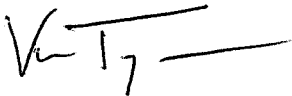
*WHEREAS irrespective of the merits of CN's proposed development, CN's interpretation of jurisdiction over this development, if upheld, would be detrimental to all provinces and municipalities that contain existing or proposed developments that engage matters of federal, provincial and municipal regulatory interest;*

*NOW THEREFORE BE IT RESOLVED:*

1. *THAT the Town of Oakville endorses the principles that:*
  - a. *there must be a cooperative approach to all developments that engage federal, provincial and municipal regulatory matters.*
  - b. *the existence of federal regulation over a development does not preclude and may require provincial and municipal regulation of the proposed development to avoid regulatory gaps.*
2. *THAT the Town of Oakville calls on the Government of Ontario to join the court Application of the Halton Municipalities.*

Should you have any questions regarding this matter or should you require any additional information, please contact me at 905-845-6601, extension 2003, or email [vicki.tytaneck@oakville.ca](mailto:vicki.tytaneck@oakville.ca).

Yours truly,



Vicki Tytaneck  
Town Clerk

- c. The Honourable Kathleen Wynne  
The Honourable Bill Mauro, Minister of Municipal Affairs  
The Honourable Yasir Naqvi, Attorney General of Ontario  
The Honourable Karina Gould, MP, Burlington  
The Honourable Lisa Raitt, MP, Halton  
The Honourable John Oliver, MP, Oakville  
The Honourable Pam Damoff, MP, Oakville-North Burlington  
The Honourable Michael Chong, MP, Wellington-Halton Hills  
The Honourable Eleanor McMahon, MPP Burlington  
Bill Mauro, Minister of Municipal Affairs  
The Honourable Indira Naidoo-Harris, MPP, Halton  
The Honourable Kevin Flynn, MPP, Oakville  
Ted Arnott, MPP, Wellington-Halton Hills  
Association of Municipalities of Ontario  
Andrea Horwath, Leader, Ontario New Democratic Party  
Doug Ford, Leader, Ontario Progressive Conservative Party  
Mike Schreiner, Leader, Green Party of Ontario



May 11, 2018

**Subject: CN Intermodal Update**

Federation of Canadian Municipalities (FCM)  
Association of Municipalities of Ontario (AMO)  
Large Urban Municipal Caucus of Ontario (LUMCO)  
Mayors and Regional Chairs Caucus of Ontario (MARCO)  
Rural Ontario Municipal Association (ROMA)  
Northwestern Ontario Municipal Association (NOMA)  
Federation of Northern Ontario Municipalities (FNOM)  
Conservation Authority of Ontario  
All Ontario Municipalities



To Mayor Santos and Council,

Enclosed you will find a copy of our proposal to bring back the Highland Games to Kingsville for June 2019.

My committee and I believe that by bringing back the Games to Lakeside Park, we would promote the Town of Kingsville and showcase our community. The Games were once successfully held at Lakeside Park in the late 70's and early 80's. Our committee's vision is to re-establish the Games and have them included on our town events calendar as an annual event.

We propose a two day event, on the weekend of June 22 and 23rd, 2019 and would include activities that would be of interest to all ages. It will also include the involvement of a number of community groups.

Please review our proposal. I look forward to presenting to council and answer any questions you may have.

Yours Truly,

A handwritten signature in black ink, appearing to read "Doug Plumb". The signature is stylized with large, flowing loops and a long, sweeping underline that extends to the right.

Doug Plumb



# **Kingsville Highland Games**

Draft Proposal

Lakeside Park

Saturday June 22, 2019 and Sunday June 23, 2019

## **Introduction:**

The proposed Highland Games will be a Town of Kingsville event organized by a committee of volunteers. The Games will take place on June 22 and 23, 2019 at Lakeside Park.

Certain aspects of the Games are well known and are emblematic of Scotland. While centered on bagpipe, drumming, highland dance and Scottish heavy athletics competition, the games will also include entertainment and exhibits that will appeal to all ages in attendance.

Monetary profit or loss will be owned by the Town of Kingsville. It is our committees' goal to operate revenue neutral the first year.

## **Mission Statement:**

The Kingsville Highland Games is to celebrate the Scottish and Celtic culture, while partnering with local business, organizations and individuals to promote the Town of Kingsville and vicinity.

## **Event Contacts:**

- Chairperson - Doug Plumb, [REDACTED] email [REDACTED]
- Co-Chair - Robert Stafford
- Secretary/Treasurer - Leni Nelson
- Media and Advertising - Ray Silvus
- BIA Liaison - Beth Riddiford
- Kilt Run/Walk Event – Tom Omstead
- Town Council and Parks and Rec. Liaison – Gord Queen
- Herding/Sheering Demonstrations - Doug Robinson



**Community Partners:**

1. Town of Kingsville.
2. Kingsville B.I.A
3. Kingsville Canadian Legion
4. Pipers' and Pipe Band Society of Ontario (PPBSO)
5. Pride of Scotland School of Dance
6. Walkers and Runners Around the County of Essex (W.R.A.C.E.)
7. Canadian Scottish Athletic Federation (CSAF)
8. Kingsville Pickleball Association - volunteers
9. Optimist Group of Kingsville
10. Corporate Sponsor(s) TBD

**Dates and Hours Of Operation:**

*Friday June 21, 2019*

9:00AM to 2:00PM Set-up of vendors, tents, staging and other events –

*Saturday June 22, 2019*

9:00AM Opening Ceremony 7:30 AM Pancake Breakfast Kingsville Legion

- 8:00 AM Scottish & Celtic Market booths open
- 8:30 AM Piping and Highland Dance Registration opens
- 8:30 Tartan Run/Walk Registration opens
- 9:00 AM Highland Dance Competition morning events begin
- 10:00 AM Beer Garden opens in Pavilion
- 10:00 AM Food trucks (field) Vendor Games Food Booth open
- 10:30 AM Mass Band Parade from Legion. Route - Legion parking lot, south on Division Rd. to Lakeside Park Judges' stage. Official Opening Remarks - Mayor etc.
- 11:00 AM Pipe Band and Solo Competitions begin
- 11:00 Highland Dance events begin
- 11:00 AM Tartan Run begins (course TBD)
- 11:00 AM Sheep dog demonstration and Sheep Sheering events.
- 5:00 PM Massed pipes & drums (Lower Bowl) Awards for marathon runners
- 6:00 PM Evening entertainment – “*Mudmen*” – Pavilion. Separate tickets to be sold for 300 people



*Sunday June 23, 2019*

- 9:00 AM Breakfast available at the Canadian Legion
- Highland Dance, Caber Toss, Tug of War competitions in the lower bowl.
- Sheep Herding and Sheering demonstrations.
- 5:00 PM Games close

**Profit & Loss Overview:**

- \* Admission revenue is based on 1,500 people in attendance at \$30
- \* Vendor revenue is based on 40 vendors at \$350

**Kingsville Highland Games  
Budget Overview**

	<u>Jun 19</u>
<b>Income</b>	
Admission - 1,500 at \$30.00 ea	45,000.00
Sponsors	2,000.00
Vendors Space Rentals	<u>14,000.00</u>
<b>Total Income</b>	61,000.00
<b>Expense</b>	
Advertising and Promotion	3,000.00
Appreciation Night	1,016.00
Entertainment Saturday	5,000.00
Entertainment Sunday	3,000.00
Fencing	9,000.00
Heavy Games Events - Athletic	2,500.00
Herding and Shearing	5,000.00
Office & General	600.00
Porta Johns	1,830.00
PPBSO Fees	9,275.00
T-Shirts and other	2,000.00
Tables and Chairs	350.00
Tent	2,000.00
Tickets	300.00
Website	<u>2,000.00</u>
<b>Total Expense</b>	<u>46,871.00</u>
<b>Net Income</b>	<u><u>14,129.00</u></u>

**BUDGET OVERVIEW**



**Program Book:**

A program book that will contain event schedules along with vendor information and paid advertisements from local business and organisations will be given to individuals attending the day events.

**Kilt Run/Walk:**

A 5 K Kilt Run/Walk will take place on June 22 and organized by "Walkers and Runners Around the County of Essex." (W.R.A.C.E.) Proceeds will be given to the Kingsville Branch of the Canadian Legion.

Proposed route (attached), road closures, date and times will be confirmed and coordinated with the O.P.P., W.R.A.C.E., and Chairperson Tom Omstead.

In coordination with W.R.A.C.E., road barricades if required will be distributed one day prior to the run and picked-up after the run by the Town of Kingsville.

**Preliminary Plans:**

1. All walk/run participants would be provided a race kiltie.
2. Admission into the walk/run would enable entry into the Games/Fest.
3. Costs of the walk/run would be reduced by sharing some of the facilities that will be needed for the Games/Festival. (ie. port a johns, electricity, EMS Ambulance Services, OPP and location)
4. Walk/run event would be on Saturday. Include a "Bonnie Knees Contest."
6. Tom and Sue Omstead will cover the walk/run cashflow needed before event day.
7. Volunteers for this event will be coordinated by the Omsteads.



**Saturday Morning Breakfast:**

The Saturday morning breakfast will be hosted/coordinated by the Canadian Legion - Kingsville Branch. All proceeds for this event will belong to the Legion. The Canadian Legion will comply with Health and Safety Regulations as required by the Windsor-Essex County Health Unit. The Canadian Legion - Kingsville Branch must provide insurance naming the Highland Game Committee and volunteers and the Town of Kingsville as additional insured.

**Opening Mass Band Parade:**

All Bands participating in the Highland Games will be expected to March from the Kingsville Branch of the Canadian Legion parking lot, south on Division Street, to Lakeside Park and enter the park at the northeast corner, down into the lower bowl of the park.

A one hour road closure during the morning of June 22, 2019 of Division Street South from the Canadian Legion to the Park will be coordinated with the O.P.P. and the Highland Games Planning committee.

**Highland Dance Competition:**

The Highland Dance event will take place in the Pavilion on Sunday June 23, 2019. All aspects of this event will be managed by the "Pride of Scotland" dance group. The dance group will provide insurance naming the Highland Game Committee volunteers and the Town of Kingsville as additional insured.

Proceeds from event admission will belong to the Town of Kingsville.

Awards/trophies for this completion will be the responsibility of the dance group.

**Heavy Events:**

The "Heavy Events" will take place in the lower bowl of Lakeside Park on Sunday June 23, 2019. All aspects of this event will be managed by the associated group and will provide insurance naming the Highland Game Committee volunteers and the Town of Kingsville as additional insured.

Proceeds from event admission will belong to the Town of Kingsville.

Awards/trophies for this completion will be the responsibility of the associated group.



**Sheep Herding Demonstration:**

A sheep herding event will take place on throughout the day Saturday June 22 & Sunday June 23.

This event will include 8 sheep with 3 herding dogs.

A fenced area will be required. Note site plan for location.

**Sheep Shearing:**

Sheep Shearing demonstrations will take place periodically throughout the day both Saturday and Sunday as an educational program. A fenced area will be required. Note site plan for location.

**Animal Handling:**

The owners and handlers of animals used in the educational demonstrations will comply with all policy, regulations and procedures of the Ministry of Agriculture and Food and the Canadian Humane Society. Animals will be treated and transported ethically and responsibly.

All animals will be supervised, penned, and properly cared for by the owners and handlers while at the site.

**Food Services:**

Area food vendors will provide meals for attendees and will comply with Health and Safety Regulations as required by the Windsor-Essex County Health Unit. Vendors must provide insurance naming the Highland Game Committee and volunteers and the Town of Kingsville as additional insured.

The Highland Games will provide hand-wash stations, picnic tables, and garbage/recycle receptacles.

**Portable Structures:**

Main Stage – Mobile hydraulic stage 30x30. Rented unit.

Stage will be inspected by a Building Inspector from the Town of Kingsville to ensure that the construction and set-up are in accordance to building code.

**Seating:**

Seating will not be provided. Spectators will be encouraged to bring lawn chairs or blankets.



### **Vendors:**

The planning committee of the Kingsville Highland Games reserves the right to limit the number of vendors attending the Games and the types of items sold. Preference will be given to vendors that design, manufacture and sell items that are local, unique to the Celtic culture, and interesting having value to the visitors. It is also the right of the Kingsville Highland Games Committee to expel a vendor from the event.

Vendors will be required to apply to the planning committee using a application form prepared by the planning committee of the games. Deadlines for applications will be determined. Vendors wishing to withdraw from the event after applications have been approved, must be done no later than TBD for refund.

Local business will be given first opportunity to apply as a Games vendor. Deadline date for local business to apply will be determined. Announcements of available applications will be made through the local BIA.

The rental space for all vendors will include 2 admission passes. Additional passes will be sold at the set rate. Payment in full is required with all applications. A \$50 fee will be charged on all N.S.F. cheques.

Vendors will complete an application and mail with payment to The Town of Kingsville.

Parking for vendors will be provided at one of the parking locations.

A clean-up fee of \$50 will be charged in addition to the rental fee and will be refunded by cheque to the vendor if the rented space is cleaned at the end of the weekend event.

### **Vendor Fees**

<b>Vendor Type</b>	<b>30'x30' with Electricity</b>	<b>30'30' without Electricity</b>
<b>Merchants</b>	\$350	\$275
<b>Non Profit</b>	\$300	\$150

Vendors are required to stay for the entire weekend event - rain or shine.

Upon receipt an application approval, vendors will receive a vendor package containing site map showing their assigned location, parking instructions, loading and unloading schedules, and admission cards for the weekend.

Vendors' names and business will be posted to our website and printed in the program. Deadlines for company information will apply for publication.

Vendors must attend their space for the full duration of their commitment.



Cash floats and small change are the responsibility of the vendor(s) to arrange and manage.

Vendor(s) must provide their own table coverings, decoration and sun/rain protection.

Gas generators will NOT be permitted.

Dangerous, hazardous or illegal items will NOT be allowed at the Games.

Food vendors will comply with Health and Safety Regulations as required by the Windsor-Essex County Health Unit. Vendors must provide insurance naming the Highland Game Committee and volunteers and the Town of Kingsville as additional insured.

Vehicles are only permitted on the field for unloading and loading, with direction and accompaniment of a Games volunteer and must be unloaded/loaded by 2:00 PM Friday June 21 and Sunday June 22 after 6:00PM.

Overnight security will be provided for the field and contents.

### **Lighting:**

Evening lighting (rented units) will be provided in the lower bowl for security purposes only. No activities will take place in the lower bowl after sunset. Pavilion only will be used for the evening entertainment.

### **Sanitation:**

(Gilberts Sanitation)

20 unisex weekend units with hand sanitizers, for an attendance of approximately 1500-2000 people. Based on the number of expected attendees, these units would sufficient for a 9-10 hour event.

20 unisex weekend units with hand sanitizers (\$80.00 each.)

Handicap portable washrooms - wheelchair accessible units, with bars installed and enough room for a wheelchair to turn 180 degrees. Handicap portable washrooms are available for \$130.00 each

Hand wash stations - will be available as people exit the portable restroom to wash their hands.

Location of restrooms and hand wash stations are indicated on the site plan.

Delivery and setup - Friday the day before the event.

Removal - Sunday late afternoon or Monday

The contractor of the portable sanitation units will provide a certificate of insurance stating our coverage and WSIB clearance certificate.



**Entrance Gates:**

Handicapped Access: drop off and pick-up for handicapped persons will be at the Pavilion's main entrance, west side.

General admission - Gate 1 located at the corner of Herrington and Division Street. Gate 2 - located at the main entrance, west side of the Pavilion.

Emergency Exits - Gate 1, Gate 2, and Herrington Parking lot. Note site plan.

**Parking:**

Parking for vendors and performers – Municipal property across from the Park and west side of Queen.

Parking for attendees and volunteers – Municipal property beside Grovedale, street parking, LaNassa lot and Landsdowne Hobby Shop. Handicapped parking – Queen Street

**Beer Garden:**

Negotiations are still taking place with several local service groups with the proper permits to take the responsibility of running the Beer Garden. It is expected that the Highland Games Committee will sell tickets only to the evening entertainment and that the group that agrees to run the Beer Garden will sell tickets for beer and perhaps wine in the Pavilion only. Alcohol will be served only by Smart Serve volunteers. Identification will be checked at the entrance of the Pavilion.

Ticket sales will not exceed the legal occupancy limits for the building.

Hand stamps will be given as receipt to paid admission to the evening entertainment.



**Security at the Games and Pavilion:**

Saturday 10:00 AM – 5:00 PM	2 Guards (Security company TBC) 3 OPP EMS service
Saturday RUN/WALK	Will be determined by O.P.P.
Saturday 5:00 PM – 1:00 AM	2 Guards (Security company TBC) 3 OPP EMS service

**\* The number of O.P.P. officers required will be determined by the O.P.P. based on ticket sales.**

**Risk Management Plan:**

The Highland Game committee will develop a chain of command protocol to enable communications between Board Members, Fire and Rescue Dept, OPP, and other volunteer Crew Chiefs. Designated individuals will be trained on communication protocol and the Town will issue two-way radios

Volunteer Security will be patrolling on site at all times during the games.

Highland Games Board Members and Volunteers will be instructed and given the authority to not allow entrance to the Pavilion or grounds that appear to be intoxicated. Enforcement will be done by the OPP.

**Storage of Unsold Alcohol:**

All unsold alcohol during the event will be stored in locked storage within the Pavilion.

**Pavilion Door Supervisors:**

Volunteers are responsible for checking age identification, tickets, handling money for tickets, hand-stamping, and inspecting hand bags. Volunteers have the authority to turn away individuals they suspect are under the influence of drugs or alcohol.

O.P.P. support will be present at the Beer Garden. The number of O.P.P. officers required at this event will be determined by the O.P.P.



**Ticket Sales:**

Tickets will be sold in advanced and on site during the event weekend. Cash payment for admission will be advertised to avoid issues with electronic payment. An ATM will be on site.

Early Bird Tickets on sale through a web site for three weeks prior to the event.

**Wrist Bands:**

All persons will be banded with colour coded wrist bands:

Volunteers - Blue

Vendors - White

Under-aged - Red

Weekend Pass - Purple

Day Pass - Green

Saturday night entertainment - Hand Stamp

**Ticket Sales:**

Tickets will be sold in advanced and on site during the event weekend.

Age	Weekend	Saturday	Sunday
Children (0-12)	FREE	FREE	FREE
Youth (13-18) & Seniors (60+)	\$20	\$12	\$12
Adult (19-59)	\$30	\$15	\$15
Adult (19+) Saturday Evening Beer Garden Entertainment. (6:00PM to 1:00AM)		Entertainment and Beer Garden Only  \$10	



**Security Personnel:**

Licensed overnight security - Friday and Saturday.

Volunteer security and perimeter support - coverage during hours of operation as shift schedule.

During the games, additional volunteers security will be stationed at points where security fences meet the beach and creek. These volunteers will be supplied with radio communication.

**Police Services:**

Based on ticket sales. Paid officers.

Saturday - Three

Sunday - One

The number of officers required will be determined by the O.P.P. and ticket sales.

**EMS Services:**

Qualified EMS will be available at all times and will be on site in case of any medical emergency.

**Pet Policy:**

Pets will not be allowed on the grounds during the Highland Games. Signs will be posted around the parameter of the park and security volunteers will be asked to enforce the policy. Service animals are excluded from this policy.

**Ticket Sales for Evening Entertainment:**

Tickets for the evening entertainment will be sold in advance and on site. (Adults 19 yrs+ only)

**Communication Plan for Residents:**

Notice to the general public will be made as an announcement in the Kingsville Reporter one month prior to the event.

**Lost Child:**

A report of a lost child will be made to a designated radio person. A report will include the child's name and description. The designate will immediately contact Command with information. Announcements will be made from the main stage in the lower bowl and at the Pavilion. Announcements will be made between piping events. Parent/guardian will be directed



to wait at the main stage. Lost children will be taken to the main stage by a Highland Games volunteer. That volunteer will remain with the lost child until reunited with parent/guardian.

### **ACCESSIBILITY POLICY**

#### **Providing Goods, Services or Facilities to People with Disabilities**

##### **Policy Statement:**

The Kingsville Highland Games Committee (KHGC) is committed to providing an environment that is inclusive and accessible, and respects the dignity and independence of persons with disabilities. Persons with disabilities will be given equal opportunity to integrate and access the activities undertaken by the KHGC and benefit from the same customer service experiences as other members of the public.

The KHGC understands that their obligations under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* and these obligations do not substitute or limit its obligations under the *Ontario Human Rights Code*. The KHGC is committed to complying with both the AODA and the *Ontario Human Rights Code*.

##### **Policy Components:**

###### **a) Communication with Persons with Disabilities**

When communicating with a person with a disability, KHGC members and volunteers will do so in a manner that takes into account the person's disability. The KHGC is committed to communicating by any of various means including verbally, in writing, by working with a support person, by assistive device or by electronic mail. Volunteers and members of the committee will be trained on how to interact and communicate with people with various types of disability.

###### **b) Assistive Device**

Personal assistive technologies are permitted at the games.

###### **c) Service Animals**

Service animals are permitted and unrestricted at the Highland Games site. If it is not readily apparent that an animal is a service animal, verification of the animal's duty may be requested. Members of the committee and volunteers will be properly trained on how to interact with people with a disability who are accompanied by a service animal. The use and safety of the service animal is the responsibility of the person with the disability.



# **Site Plans**

## **Event Locations**

**Proposed Walk/Run Kiltie Route**

**Mass Band Parade Route**





SITE PLAN - LAKESIDE PARK





**PROPOSED KILTIE WALK / RUN ROUTE**





MASS BAND ROUTE - SATURDAY MORNING FROM LEGION





**Lt./Col. F.K. Jasperson**  
**Royal Canadian Legion, Branch #188**  
**145 Division Rd. S., P.O. Box 266, Kingsville, ON. N9Y 2E9**  
**Office - (519) 733-5162 Bar - (519) 733-9081**  
**E-mail: [kingsvillelegion188@cogeco.net](mailto:kingsvillelegion188@cogeco.net)**



**May 7, 2018**

**Town of Kingsville Council**  
**2021 Division Road North**  
**Kingsville, Ontario**  
**N9Y 2Y9**

**Dear Council Members,**

**Branch Legion members of all categories ever stand as true protesters against war: we ever pray that people everywhere will one day insist: "NEVER AGAIN", to events which mean the sacrifice of people's lives in conflict: or their maiming in body, mind, and spirit.**

**On November 11, we remember the veterans who gave their lives in war. The June Memorial Service is when we remember those who returned but have since passed on. We would like this to be, not just a Legion event, but a community memorial. We read off the names of the veterans from our area who served and were able to come home but have since passed on. It is our duty to remember and honor these veterans who returned from the defence of freedom. Deceased Ladies Auxiliary members are also remembered.**

**Having said that, I would like to take this opportunity to personally invite the entire council, committee members and citizens of the Municipality of Kingsville to our annual Memorial Sunday Service on June 3, 2018 at 2:00 p.m. Greenhill Cemetery.**

**Sincerely,**

**Lynne Crawford,**  
**Branch 188 President**



Ministry of Agriculture,  
Food and Rural Affairs

Ministère de l'Agriculture, de  
l'Alimentation et  
des Affaires rurales



4<sup>th</sup> Floor  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tel: 519-826-3419  
Fax: 519-826-3398

4<sup>e</sup> étage  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tél.: 519-826-3419  
Télec.: 519-826-3398

Dear Chief Administrative Officer, Clerk or Treasurer

As part of the largest infrastructure investment in Ontario's history, the province is committed to helping rural communities improve vital local infrastructure. That's why we are tripling the Ontario Community Infrastructure Fund (OCIF) annually to \$300 million by 2019, which includes providing communities like yours with more stable, predictable and bankable OCIF formula funding.

I am pleased to inform you that we are now accepting proposals for the 2018 intake of OCIF Top-Up Application funding. This intake will provide approximately \$100 million to help communities address larger critical infrastructure projects. **The Town of Kingsville is eligible to apply for up to \$83,278.** I ask that you share this information with your council as appropriate.

Your community may submit one project proposal, either individually or in partnership with another community. The deadline for submitting proposals for the OCIF Top-Up Application intake is Tuesday August 28, 2018 at 5 p.m. Eastern Daylight Time.

Please note that this is a competitive application process that will assess projects primarily on their critical health and safety aspects. An assessment of the applicant's asset management plan and funding need will also be considered as part of this process. The 2018 program guidelines have been revised to provide additional information on the technical assessment process for each project category.

To consult the program guidelines please visit: [www.ontario.ca/municipalinfrastucture](http://www.ontario.ca/municipalinfrastucture). The application form will be made available on this website shortly. Should you have any questions about the application process or your project proposal, please contact your project analyst Mary Wyga at (519) 826-4943 or via email at [Mary.Wyga@ontario.ca](mailto:Mary.Wyga@ontario.ca).

With the municipal elections scheduled to take place on October 22, 2018 and the restrictions placed on municipal council in accordance with section 275 of the *Municipal Act, 2001*, you are encouraged to submit your application as early as possible to mitigate potential constraints in advance of or following a potential municipal election.

Sincerely,

Brent Kennedy  
Director, Rural Programs Branch





April 24, 2018

Town of Kingsville  
2021 Division Road North  
Kingsville ON  
N9Y 2Y9

**RE: Invitation to join the "Preferred Autonomous Vehicles Test Corridor"**

Mayor & Members of Council:

I am writing to you today to invite you to be a part of OGRA's Municipal Alliance for Connected and Autonomous Vehicles in Ontario (MACAVO) initiative for controlled testing of Autonomous Vehicles (AVs). Under this initiative, we are calling for the creation of a seamless and well-coordinated "Preferred AV Test Corridor", stretching from Windsor to Ottawa. Through this initiative, our aim is to help attract (and retain) AV-related industry and talent in Ontario, which in turn can become a catalyst in helping provide unparalleled socio-economic benefits for all municipalities involved. A more detailed report of the initiative is attached.

OGRA is requesting the following call-to-action by municipalities in Ontario:

1. Identify One (1) municipal point of contact who will be responsible to spearhead all AV-related activities for your municipality, and:
2. Identify the Preferred routes within your municipality

We respectfully request that your council pass the following resolution:

*That the \_\_\_\_\_ of \_\_\_\_\_ participate in OGRA's Autonomous Vehicle initiative and that this matter be referred to staff to develop a list of preferred routes with the municipality.*

On behalf of OGRA thank you for your consideration of this request. Should you have any follow-up questions, please feel free contact myself or Fahad Shuja at [Fahad@ogra.org](mailto:Fahad@ogra.org).

Kind regards,

J. W. Tiernay  
Executive Director  
Ontario Good Roads Association  
E: [Joe@ogra.org](mailto:Joe@ogra.org)





# MACAVO

Municipal Alliance for Connected and Autonomous Vehicles in Ontario

## INITIATIVE DETAILS: *Preferred Autonomous Vehicles' Test Corridor*



An Ontario Good Roads Association Initiative



# Contents

Executive Summary	4
1. Autonomous Vehicles (AVs) – a Critical Consideration	4
2. Ontario Good Road Association's (OGRA's) Support to-Date	4
3. A Major New Initiative	6
4. Action Required to be a Part of the "Preferred AV Test Corridor" + Key Milestones	7
5. Preference of Testing on Municipal Roads vs. Highways	8
6. Cost to Join the Preferred Corridor	8
7. Thoughts on Expanding the Preferred Corridor	9
8. Your Support Matters	9
APPENDIX A	10
APPENDIX B	13



# Executive Summary

Ontario Good Roads Association, through its Municipal Alliance for Connected and Autonomous Vehicles in Ontario (MACAVO<sup>1</sup>), has embarked on an initiative for controlled testing of Autonomous Vehicles (AVs). Under this initiative, OGRA is calling for the creation of a seamless and well-coordinated "Preferred AV Test Corridor", stretching from Windsor to Ottawa. Through this initiative, our aim is to help attract (and retain) AV-related industry and talent in Ontario, which in turn can become a catalyst in helping provide unparalleled socio-economic benefits for all municipalities involved.

OGRA is working closely with a number of key Ontario municipalities, who have already collectively identified over two-thousand centreline kilometres of Preferred roads for the testing of AVs. By extending the invite to all jurisdictions, OGRA is hereby requesting the municipalities to, each:

- i. Identify One (1) municipal point of contact who will be responsible to spearhead all AV-related activities for your municipality, and
- ii. Identify the Preferred roads within your municipality and send the KML file to Fahad Shuja (Fahad@ogra.org)

## 1. Autonomous Vehicles (AVs) – a Critical Consideration

The topic of AVs has certainly gained exponential momentum in recent years. Just a few years ago, AVs were generally thought of as a "Jetsons Era" concept – i.e. not happening anytime soon. Fast-forward to today and every major auto-manufacturer is investing heavily in this technology. Not only that, we are also witnessing innovative technology start-ups as well as partnerships arising between the tech and automotive sectors. From OGRA's perspective, our mandate is to support our municipal members when we notice important shifts on the horizon. This particular shift due to AVs is perhaps as big as, if not bigger than, the transition from horses to "horseless-carriages" (i.e. cars) in early 20<sup>th</sup> century. And since these vehicles are going to be very much part and parcel of our municipal roadways, it is critical for all Ontario municipalities to start exploring AVs with a very serious lens. It is no longer an issue of "if" AVs will arrive, but only a matter of "how soon".

## 2. Ontario Good Road Association's (OGRA's) Support to-Date

OGRA has been monitoring the AV sector for the past several years. We have also been active in keeping our municipal members up-to-date with global/local activities in the AV sector. In no particular order:

- We published a whitepaper, called "The Roadmap for Autonomous Vehicles in Ontario, Canada"<sup>2</sup>,
- We have carried out various (no cost) webinars, bringing forward important AV-related topic/ideas,
- We have conducted two major surveys since 2016 to understand municipal progress on AVs,



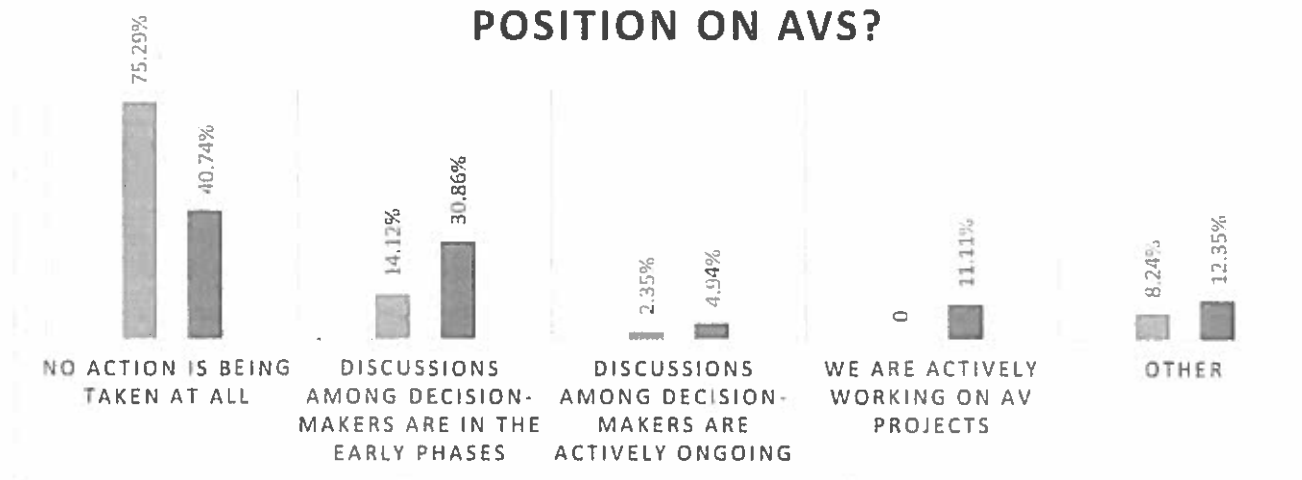
- We have provided municipal-focused recommendations to the Ontario Ministry of Transportation (MTO) as part of their ongoing dialogue regarding updates to the Pilot AV Regulation 306/15<sup>3</sup>,
- We have established a dedicated group called “Municipal Alliance for Connected and Autonomous Vehicles in Ontario” (MACAVO), comprising of many of Ontario’s forward-looking municipalities that are interested in furthering the testing and deployment of AVs on their local roads.

OGRA is very encouraged by the level of support received on this AV topic from municipalities to-date. We conducted our first cross-municipal survey in late 2016, and then repeated many of the same questions again in another similar survey in early 2018. Approximately 100 municipalities participated in each of these surveys. Within a span of about 14 months, we've seen significant shifts in favour of AVs. Here are some results for your consideration:

#### LEGEND:



### WHAT IS YOUR MUNICIPALITY'S OFFICIAL POSITION ON AVS?

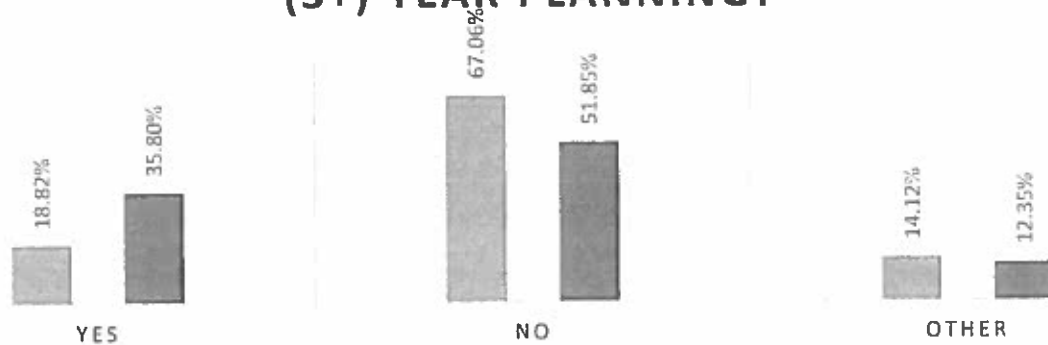


*PLEASE NOTE FROM ABOVE CHART: In 2016, over 75% of municipalities indicated having taken no action. This number has significantly changed now – only about 40% of municipalities have not taken any action. Additionally, internal discussions have gone up from 14% to over 30%. Also note that Active Projects have gone from 0% in 2016 to over 11% in early 2018.*

<sup>3</sup> Link: <https://www.ontario.ca/laws/regulation/150306>



## ARE YOU CONSIDERING CONNECTED AND/OR AUTONOMOUS VEHICLES IN YOUR LONG-TERM (3+) YEAR PLANNING?



PLEASE NOTE FROM ABOVE CHART: In 2016, around 18% of municipalities were addressing AVs/CVs in their long-term planning. That number has now nearly doubled to over 35%.

### 3. A Major New Initiative

The AV sector is at a critical boiling point now. There is a tremendous amount of activity across the globe in order to develop and enhance the associated technologies, very rapidly. Ontario is particularly very well-positioned to not only take part in this early part of AV revolution, but perhaps to even be among the leaders. Besides having a strong auto-manufacturing sector in our own backyard, we also have multiple tech sector hubs that are already doing some fascinating work in the field of AVs. In addition to that, two years ago, Ontario became the first jurisdiction in Canada to have created an AV Pilot Regulation 306/15. Needless to say, we now have all the important ingredients in place to take Ontario to the next level of AV race.

As OGRA's next major initiative, we have started working to help create a seamless, well-coordinated "Preferred AV Test Corridor", spanning from Windsor and all the way to Ottawa. This initiative is being driven through OGRA's new MACAVO group, which is primarily comprised of leaders from various municipalities. If the vision for this Preferred Corridor can be materialized (through your support), it will be the first municipal coordination of its kind in the entire world. That title itself can be an important feather in Ontario's hat, which can act as a powerful catalyst for uplifting Ontario's and Canada's profile on the global AV stage.

At materialization, this Preferred Corridor has the potential to provide "at least" 800 kilometres of dedicated testing opportunities to AVs authorized to operate in Ontario through MTO<sup>4</sup>. Besides being the first in the world, there are a number of other opportunities that come along with this initiative:

- Ability to attract and retain talent within Ontario and Canada,
- Ability to establish local policies that allow for seamless flow of AV traffic (as opposed to each jurisdiction having different standards),
- Ability to collectively test critical infrastructure technologies along the Preferred Corridor,
- Ability to pool funds together and carry out large exercises that couldn't be done single-handedly,
- Ability to work closely and directly with AV stakeholder groups (e.g. auto-manufacturers, tech sector, education sector, and more) and solving problems together,



- Ability for municipalities to work together in order to learn/grow together in the new AV world,
- Ability to collectively educate the citizens – an extremely important element for AV deployment,
- Ability to become a model of collaboration for the other Provinces of Canada, and
- Lots more!

All-in-all, establishing a clear, Preferred AV Test Corridor is an excellent way for Ontario to become an integral part of AV testing and deployment in the world.

## 4. Action Required to be a Part of the “Preferred AV Test Corridor” + Key Milestones

At this stage, OGRA is simply requesting all interested municipalities to highlight<sup>5</sup> as many Preferred local/private roads as possible. A number of municipalities have already conducted this exercise, and OGRA is pleased to share that we have already received over two-thousand (2,000+) kilometres of municipal Preferred roads for consideration towards the Windsor-Ottawa Corridor.

Following are the initial set of milestones for this initiative:

1. [Ongoing] Each participating municipality to identify One (1) employee<sup>6</sup> for their municipal AV file. This individual should be in a position to take information from MACAVO/OGRA and share it efficiently with all internal stakeholders within the municipality.
2. [Ongoing] Each participating municipality to identify ALL roads (or sections thereof) where they are comfortable in allowing testing of SAE Level 4 and Level 5 AVs (table on page 8) – i.e. no driver required. Once identified, the Preferred roads to be shared with OGRA as a “KML” file<sup>7</sup>, by sending the file to Fahad@ogra.org.
3. [Ongoing] OGRA to put together an aggregate<sup>8</sup> of all municipal Preferred road selections onto a digital map.
4. OGRA to propose a Preferred, seamless Corridor to participating municipalities, likely through a face-to-face meeting before the end of summer 2018.
5. OGRA to initiate active discussions with all AV stakeholders to bring various testing and collaboration opportunities to the participating municipalities.

OGRA has also put together a detailed set of Frequently Asked Questions (FAQs), in APPENDIX A.

<sup>5</sup> OGRA recommends that this Preferred roads’ highlighting be done in strategic collaboration with stakeholder municipal employees.

<sup>6</sup> Today, this selected individual can be anyone from the Mayor to Transportation/Planning Director. The key element is to install in individual who can take actions on behalf of the municipality on AV initiatives.

<sup>7</sup> Can be easily created using industry-standard GIS program(s) like ESRI and ArcGIS, which most municipalities already use for their day-to-day activities. If KML file cannot be produced, simply send the scanned, hand-marked map to OGRA and we will convert it to a digital file.

<sup>8</sup> The map will not be shared publicly at this stage. It will be used as a key tool to collaborate with municipalities to generate a seamless route.



SAE level	Name	Narrative Definition	Execution of Steering and Acceleration/Deceleration	Monitoring of Driving Environment	Fallback Performance of Dynamic Driving Task	System Capability (Driving Modes)
<b>Human driver monitors the driving environment</b>						
0	No Automation	the full-time performance by the human driver of all aspects of the dynamic driving task, even when enhanced by warning or intervention systems	Human driver	Human driver	Human driver	All
1	Driver Assistance	the driving mode-specific execution by a driver assistance system of either steering or acceleration/deceleration using information about the driving environment and with the expectation that the human driver performs all remaining aspects of the dynamic driving task	Human driver and system	Human driver	Human driver	Some driving modes
2	Partial Automation	the driving mode-specific execution by one or more driver assistance systems of both steering and acceleration/deceleration using information about the driving environment and with the expectation that the human driver performs all remaining aspects of the dynamic driving task	System	Human driver	Human driver	Some driving modes
<b>Automated driving system ("system") monitors the driving environment</b>						
3	Conditional Automation	the driving mode-specific performance by an automated driving system of all aspects of the dynamic driving task with the expectation that the human driver will respond appropriately to a request to intervene	System	System	Human driver	Some driving modes
4	High Automation	the driving mode-specific performance by an automated driving system of all aspects of the dynamic driving task, even if a human driver does not respond appropriately to a request to intervene	System	System	System	Some driving modes
5	Full Automation	the full-time performance by an automated driving system of all aspects of the dynamic driving task under all roadway and environmental conditions that can be managed by a human driver	System	System	System	All driving modes

## 5. Preference of Testing on Municipal Roads vs. Highways

The AV technology, to-date, is being tested primarily in secluded areas, which has been extremely helpful. That said, it is now time to allow these vehicles to interact on local roadways in a very coordinated manner. Primary reason for this is the fact that in order for this technology to prosper, and to bring about exponential socio-economic benefits to our citizens and businesses, a level of trust has to be developed through interactions. The AVs must learn to co-exist in our increasingly multi-modal society, alongside pedestrians, cyclists, transit, and much more. There is no better way to teach this integration to AVs besides giving them an opportunity to be tested in real-world situations. And by having dedicated Preferred Corridor(s), it will be exponentially more cost-effective for municipalities to focus their attention and be involved.

OGRA also envisions having the Preferred Corridor run through Ontario's Provincial Highways, but only as a secondary option when no municipal roadway is available for the given location. While Highway testing is very important, many of the human-AV interactions happen on local streets, and therefore it is important to give preference to municipal roads first.

## 6. Cost to Join the Preferred Corridor

OGRA intends for this Preferred Corridor exercise to be open to all municipalities and therefore there is no financial contribution required by the supporting municipalities. All OGRA requires for now is your initial highlighting of locally Preferred roads (and/or road sections).



## ***7. Thoughts on Expanding the Preferred Corridor***

OGRA's ultimate vision is to continue expanding this exercise to connect all corners of the Province. Therefore, even if a municipality does not fall within the Windsor-Ottawa stretch, OGRA's invitation to join still is very much open! Essentially, if your municipality is located in Ontario, we are hereby inviting you to engage with us in this exercise.

## ***8. Your Support Matters***

It is in OGRA's DNA to keep eyes on emerging technologies and support Ontario's municipalities as best as we can through initiatives, policies, and education. We feel this is a very historic moment for Ontario and Canada, and would like to encourage you to come and support OGRA in this promising initiative. In order to get started, all you need is to identify your locally Preferred roads.

Should you have any questions, please contact Fahad Shuja at OGRA, at [Fahad@ogra.org](mailto:Fahad@ogra.org).



# APPENDIX A

## Frequently Asked Questions (FAQs)

### **Q. What is “Level 4” and “Level 5”?**

A. These are the highest possible levels of automation. The wording has been adopted from the Society of Automotive Engineers (SAE). At Level 4 and 5, the vehicle is not only driving by itself (like “Kitt” from Knight Rider), but it does not even require a steering wheel.

### **Q. What is the difference between “AVs” and “CVs”?**

A. “AVs”, by definition, are designed by auto manufacturers to act like perfect human drivers, and they dutifully follow the rules of the road. They have sensors and software installed within the vehicle to allow for complete navigation from point A to B. “CVs” (or Connected Vehicles) are those that have some sort of communication channels with infrastructure, road users, other vehicles, pedestrians, etc. By definition, AVs do not need to also be CVs, and vice versa. At this stage, it is important to get the testing properly done for AVs, as they pose the most risk to those around them. Ultimately, the best results can be achieved when AVs are also talking to each other and are “Connected”. If you need further clarification, please contact OGRA.

### **Q. Do AVs require mandatory updates to the infrastructure?**

A. No. AV manufacturers are actively working to allow the AVs to operate without specific infrastructure upgrades. As long as the road network is in compliance with Ontario's Minimum Maintenance Standards (MMS), O. Reg 239/02, AVs should be able to navigate on Ontario's existing municipal roadways.

### **Q. How much of the road network (by %) should be selected as Preferred for L4/5 testing?**

A. Anything above 10% of entire road network should be a very good start.

### **Q. When marking up Preferred roads for Level 4/5 Corridor within our municipality, should we avoid roads around hospitals and schools?**

A. We had previously suggested to exclude roads around schools, hospitals, and any other critical areas; however, since then we've been approached by some municipalities who feel that these same areas are where many accidents happen due to human error, and therefore can benefit greatly from AVs. Based on that feedback, we would like pull back our initial suggestion of excluding those areas, and would like to leave the decision entirely with your level of comfort.

### **Q. “Can we update/add/delete the Preferred road selections after the first submission?”**

A. Absolutely. This first run is a preliminary exercise to get the ‘brain juices’ flowing! None of the routes are to be carved in stone yet at this early stage.

### **Q. In selecting the Preferred roads, should we limit ourselves to paved roads only?**

A. No. At this stage, nothing is off the table. Please mark out any possible road(s) that you prefer for L4/5 testing in your jurisdiction



**Q. Would it be beneficial for the municipalities to provide locations of supporting infrastructure, such as EV charging stations, rest areas?**

A. You are one step ahead of us, and that's great! Yes. Going forward, once the Preferred Corridor is in place, the next exercise will likely be to start requesting MACAVO to identify key infrastructure within their local jurisdictions.

**Q. Is the Preferred Corridor going to be only for passenger vehicles, or can it be used for others traffic as well (such as freight trucks, transit lines, etc.)?**

A. We are not limiting this exercise to any particular type of vehicle. However, if you will ONLY ALLOW a certain kind of vehicle then we will need to know that at some point in the near future.

**Q. Are there plans to connect the Preferred Corridor to Northern and Southern Ontario as well?**

A. Absolutely. While our initial Preferred Corridor highlight is Windsor-to-Ottawa route, the door is wide open to all municipalities to get involved. We would like to connect as many jurisdictions as possible.

**Q. How are municipalities handling liability and insurance in the event an accident occurs on a municipal roadway?**

A. As part of Ontario's AV Pilot Regulation 306/15<sup>9</sup>, MTO requires that any test vehicles carry a \$5M insurance. Testers can't test without it.

**Q. Are there concerns with AVs being tested on roadways with cycling infrastructure?**

A. A big part of this Preferred Corridor will be to allow AVs to interact with multi-modal traffic + civilians. We will of course have to be extra careful in situations where AVs are expected to operate very close to this kind of traffic. This is very much a learning exercise for everyone. The computer must be trained with all possible scenarios. The more it "knows", the more it will be able to better navigate and save lives.

**Q. What will happen if there is an accident involving these vehicles during the testing? Will the Municipality be required to get involved and how will the insurance work?**

A. Today, there is a void in rules regarding this, and one big reason why OGRA has taken on the task to create the Preferred Corridor. We need to start these discussions. Being at the table will help pave the way for amicable solutions.

**Q. When are other (non-municipal) stakeholders going to be engaged as part of this exercise?**

A. OGRA is already in communications with a number of stakeholders from private sector, auto manufacturing, technology solutions, educational institutes, and more. Active engagement with these (and any other) stakeholders can begin as soon as at least one Windsor-Ottawa municipal Preferred Corridor has been established.

**Q. Our municipality is new to this exercise. What should we be doing next to participate?**

A. Most participating municipalities have now identified ONE (1) representative who will be the point-person on the AV file for their respective jurisdiction. We would like to recommend that you start by identifying the right individual who will represent your municipality's interests in the AV discussions. Furthermore, most participating municipalities have started to hold internal meetings with local staff

<sup>9</sup> Link: <https://www.ontario.ca/laws/regulation/150306>



and/or stakeholder municipal departments to start identifying ALL possible roads (and/or sections thereof) where they are comfortable in testing Level 4/5 AVs. We don't recommend creating a town-hall type setting; instead, it is important to engage handful of municipal employees in key departments who will ultimately have to deal with AVs in one way or another. At this stage, it is about Quality individuals over Quantity.

Finally, some municipalities have nearly completed identifying their first draft of L4/5 roads, and are looking to share their selections with OGRA. Those municipalities are encouraged to send in their KML files to [Fahad@ogra.org](mailto:Fahad@ogra.org).

**Q. When is the next MACAVO meeting scheduled?**

A. Our last meeting took place in Brampton, on March 26th, 2018. Next meeting date is not yet set. Being fully cognizant of the costs associated with travel to/from meetings, our aim is to carry out meetings only when critical decisions are to be made as a group. Our aim is to utilize remote communications (such as webinars, screen-sharing etc.) as much as possible, in order to help minimize costs of our municipal members. We are estimating that another meeting will be required somewhere near the mid or end of summer 2018.

**Q. I want to make sure I identify the right representative from my municipality. Who should I select?**

A. Yes, it is critical that you identify the right person to represent your jurisdiction. The primary individual from your municipality should have the professional authority to go back and set wheels in motion. As an example, some of the typical job titles you can expect to interact with through OGRA's MACAVO group include, Transportation Directors/Planners, Mayors, Councillors, and more. On that note, if you feel that you have sufficient political/managerial authority to make change, but require technical assistance to answer any road-related questions that may come up, then please connect yourself with a technical support staff.





FOR IMMEDIATE RELEASE

## Municipalities Create Alliance to Actively Promote Connected and Autonomous Vehicle Testing and Integration within our Communities

OAKVILLE, Ontario, November 17, 2016 – Connected Vehicles (CVs) and Autonomous Vehicles (AVs) are coming much faster than originally estimated. Ontario was the first province in Canada to create a Regulation (Reg. 306/15) allowing AVs to be piloted on its roads. With this regulation in place, municipalities across Ontario must prepare for the imminent arrival of CVs and AVs. In an effort to have all jurisdictions work together, and to help facilitate this co-ordination, Ontario Good Roads Association (OGRA) has organized the Municipal Alliance for Connected and Autonomous Vehicles in Ontario (MACAVO), best pronounced “Muh-Kay-Vo”.

MACAVO is to bring forward-looking Ontario municipalities together to facilitate CV/AV research, testing and integration within their respective jurisdictions. This provides MACAVO members the opportunity to learn from each other and develop a synchronized set of logistics, policies, and communication channels to help the CV/AV industry move forward in Ontario, while integrating with municipal services.

The first official MACAVO meeting took place on August 9, 2016 and was attended by municipal transportation leaders from: City of Barrie; City of Brampton; Region of Durham; City of Elliot Lake; County of Essex; City of Hamilton; Town of Lakeshore; York Region; and others. The City of Stratford has since joined MACAVO as well. Stratford is particularly an amazing inspiration for the MACAVO team because of the great work that the city has already done in welcoming various technologies. Several other Ontario municipalities have also expressed interest in joining in the near future.

“We openly invite all Ontario municipalities who are prepared to start researching, testing and integrating these technologies in some capacity, to join MACAVO”, said Thomas MacPherson, York Region Manager of Transportation Asset Management and Chair of MACAVO. “Efforts across the province need to be co-ordinated to maximize the long-term benefits that CVs and AVs can provide our communities. At MACAVO, we are ready to work with all CV and AV stakeholders, including: the automobile industry; young entrepreneurs; the education sector; and local, provincial, and federal governments.”

Robert Burlie, P. Eng. and President of OGRA said, “... It is estimated that 50% of all vehicles on our roads will be fully autonomous in the next 15 years and assist all municipalities who are making substantial efforts to improve road safety and ease traffic congestion. This technology is improving so rapidly that there will certainly be other benefits to all our communities and municipalities in Ontario, and will allow our roadways to be completely transformed for better use by pedestrians, cyclists, public transit, vulnerable users and vehicles.”

“Not many people are aware that OGRA played a pivotal role in assisting Ontario’s municipalities in transitioning from horses to automobiles. We see a very similar shift in transportation taking place today, with the move toward connected and driverless automobiles” said Joe Tiernay, OGRA’s Executive Director. “Only this time, the positive effects are expected to be even greater than before, and we want to make sure we are standing alongside our member municipalities, supporting them as they prepare for this historic transition”

MACAVO is hereby requesting the automobile industry, as well as all other CV/AV stakeholders to come forward to begin the collaboration process. In the coming months, MACAVO will set up a work-plan to help drive the team forward with achievable, short- and long- term goals and objectives for CVs and AVs.





---

**About Ontario Good Roads Association (OGRA)**

The mandate of the Ontario Good Roads Association, a not-for-profit entity, is to represent the transportation and public works interests of Ontario municipalities through advocacy, consultation, training and the delivery of identified services.

- 30 -

**MACAVO Contact**

Name, Title: Fahad Shuja, OGRA Member Services Coordinator  
Phone: 289-291-6472 x31  
Email: [Fahad@ogra.org](mailto:Fahad@ogra.org)  
Address: 1525 Cornwall Road, Unit 22, Oakville, ON L6J0B2, Canada





Minister of  
Seniors Affairs

6th Floor  
400 University Avenue  
Toronto ON M7A 2R9  
Tel.: (416) 314-9710  
Fax: (416) 325-4787

Ministre des Affaires  
des personnes âgées

6e étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél.: (416) 314-9710  
Télec.: (416) 325-4787



April 2018

Dear Friends:

June is Ontario's 34<sup>th</sup> annual Seniors' Month. This year's theme, "Now's the time to start something new," highlights how aging does not prevent any of us from leading fulfilling lives. Seniors continue to contribute to our community and we can all benefit from their wisdom, friendship, and experience.

To help spread the word, we have enclosed a copy of this year's poster in English and French. If you would like additional copies, please send an email to [infoseniors@ontario.ca](mailto:infoseniors@ontario.ca) and indicate the quantity you require and your full mailing address. Posters are available while quantities last.

Finally, I continue to encourage everyone to celebrate Seniors' Month by hosting an event in your community. For more information about programs and services that are available to help seniors lead a healthy, active, and engaged life over 65, please visit our new website [ontario.ca/AgingWell](http://ontario.ca/AgingWell).

Thank you for your continued support and for celebrating Ontario's seniors.

Sincerely,

A handwritten signature in black ink, appearing to read "Dipika".

Dipika Damerla  
Minister

Enclosure



May 11, 2018

**Subject: CN Intermodal Update**

---

At its meeting on April 30, 2018, Oakville Town Council approved the following motion:

*WHEREAS under the Municipal Act, Ontario municipalities have the authority and responsibility to advance and protect the “economic, social and environmental well-being of the municipality” and the “health, safety and well-being of persons”;*

*WHEREAS the Provincial Government has designated Ontario municipalities to have responsibility to establish official plans that meet or exceed provincial standards for managing and directing physical change and effects on the social, economic, built and natural environment;*

*WHEREAS CN Rail has declared that the Province of Ontario and the Halton Municipalities (the City of Burlington, the Town of Halton Hills, the Town of Milton and the Town of Oakville) and Conservation Halton have no regulatory role whatsoever with respect to a proposed truck/rail development that will have a direct impact on the economic, social and environmental well-being of the municipality and health, safety and well-being of residents;*

*WHEREAS the Halton Municipalities and Conservation Halton recognize that railways are a matter of federal jurisdiction, but assert that truck-rail developments have non-rail aspects that engage multiple areas of provincial and municipal government regulatory responsibility;*

*WHEREAS the Halton Municipalities and Conservation Halton have commenced a Court Application to confirm their legitimate regulatory role in respect of the CN development;*

*WHEREAS CN’s position that its proposed truck-rail development falls exclusively under federal jurisdiction, if upheld, would create a regulatory gap that would prevent the Province of Ontario, the Halton Municipalities and Conservation Halton from discharging their statutory responsibilities, and leave CN Rail, a for-profit company, to self-regulate on matters that engage provincial and municipal responsibilities; and*



May 11, 2018

**Subject: CN Intermodal Update**

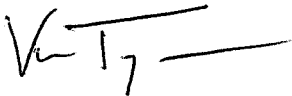
*WHEREAS irrespective of the merits of CN's proposed development, CN's interpretation of jurisdiction over this development, if upheld, would be detrimental to all provinces and municipalities that contain existing or proposed developments that engage matters of federal, provincial and municipal regulatory interest;*

*NOW THEREFORE BE IT RESOLVED:*

1. *THAT the Town of Oakville endorses the principles that:*
  - a. *there must be a cooperative approach to all developments that engage federal, provincial and municipal regulatory matters.*
  - b. *the existence of federal regulation over a development does not preclude and may require provincial and municipal regulation of the proposed development to avoid regulatory gaps.*
2. *THAT the Town of Oakville calls on the Government of Ontario to join the court Application of the Halton Municipalities.*

Should you have any questions regarding this matter or should you require any additional information, please contact me at 905-845-6601, extension 2003, or email [vicki.tytaneck@oakville.ca](mailto:vicki.tytaneck@oakville.ca).

Yours truly,



Vicki Tytaneck  
Town Clerk

- c. The Honourable Kathleen Wynne  
The Honourable Bill Mauro, Minister of Municipal Affairs  
The Honourable Yasir Naqvi, Attorney General of Ontario  
The Honourable Karina Gould, MP, Burlington  
The Honourable Lisa Raitt, MP, Halton  
The Honourable John Oliver, MP, Oakville  
The Honourable Pam Damoff, MP, Oakville-North Burlington  
The Honourable Michael Chong, MP, Wellington-Halton Hills  
The Honourable Eleanor McMahon, MPP Burlington  
Bill Mauro, Minister of Municipal Affairs  
The Honourable Indira Naidoo-Harris, MPP, Halton  
The Honourable Kevin Flynn, MPP, Oakville  
Ted Arnott, MPP, Wellington-Halton Hills  
Association of Municipalities of Ontario  
Andrea Horwath, Leader, Ontario New Democratic Party  
Doug Ford, Leader, Ontario Progressive Conservative Party  
Mike Schreiner, Leader, Green Party of Ontario



May 11, 2018

**Subject: CN Intermodal Update**

Federation of Canadian Municipalities (FCM)  
Association of Municipalities of Ontario (AMO)  
Large Urban Municipal Caucus of Ontario (LUMCO)  
Mayors and Regional Chairs Caucus of Ontario (MARCO)  
Rural Ontario Municipal Association (ROMA)  
Northwestern Ontario Municipal Association (NOMA)  
Federation of Northern Ontario Municipalities (FNOM)  
Conservation Authority of Ontario  
All Ontario Municipalities



# MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY



390 HIGHWAY 94, CORBEIL, ONTARIO P0H 1K0  
TEL.: (705) 752-2740 FAX.: (705) 752-2452  
Email: [municipality@eastferris.ca](mailto:municipality@eastferris.ca)

---

## REGULAR COUNCIL MEETING

HELD  
May 8<sup>th</sup>, 2018

No. 2018-165

Moved by Councillor Kelly

Seconded by Councillor Voyer

WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

AND WHEREAS this out-dated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;

AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities with their communities; AND FURTHER that the province has recognized the value of municipal approval for the siting of power generations facilities;

AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional waste generated within the City of Toronto, where diversion rates as low as 15%;

AND WHEREAS municipalities across Ontario are quietly being identified and targeted as potential landfill sites;

AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;

AND WHEREAS municipalities should have the right to approve or reject these projects and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;



# MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY



390 HIGHWAY 94, CORBEIL, ONTARIO P0H 1K0  
TEL.: (705) 752-2740 FAX.: (705) 752-2452  
Email: [municipality@eastferris.ca](mailto:municipality@eastferris.ca)

---

## REGULAR COUNCIL MEETING

HELD  
May 8<sup>th</sup>, 2018

THEREFORE BE IT RESOLVED that the Municipality of East Ferris supports Bill 16, *Respecting Municipal Authority over Landfilling Sites Act* introduced by MPP Ernie Hardeman and call upon the Government of Ontario, and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities;

AND FURTHER that the Municipality of East Ferris send copies of this resolution to MPP Ernie Hardeman and all municipalities.

Carried Mayor Vrebosch

CERTIFIED to be a true copy of  
Resolution No. 2018-165 passed by the  
Council of the Municipality of East Ferris  
on the 8th day of May, 2018.

  
\_\_\_\_\_  
Monica L. Hawkins, AMCT  
Clerk



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 59-2018

---

*Being a by-law to provide for the construction of  
a bridge over the 9<sup>th</sup> Concession Road Drain  
Owner: Thomas & Melissa Neufeld and Kottoor Investments Inc.  
[530-01900 & 530-01830]  
in the Town of Kingsville, in the County of Essex*

**WHEREAS** the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act* for the bridge construction over the 9<sup>th</sup> Concession Road Drain;

**AND WHEREAS** the report dated April 6<sup>th</sup>, 2018 has been authored by Gerard Rood, P. Eng. and the attached report forms part of this by-law;

**AND WHEREAS** \$59,750.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

**AND WHEREAS** Council is of the opinion that the report of the area is desirable;

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE, PURSUANT TO THE DRAINAGE ACT ENACTS AS FOLLOWS:**

**1. AUTHORIZATION**

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

**2. BORROWING**

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$59,750.00 being the amount necessary for the completion of the drainage works.

**3. DEBENTURES**

The Corporation may arrange for the issue of debenture(s) on its behalf for the amount borrowed less the total amount of:

- a) Grants received under section 85 of the *Drainage Act*;
- b) Monies paid as allowances;
- c) Commuted payments made in respect of lands and roads assessed with the municipality;
- d) Money paid under subsection 61(3) of the *Drainage Act*; and
- e) Money assessed in and payable by another municipality.

**4. PAYMENT**

Such debenture(s) shall be made payable within 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$59,750.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town



of Kingsville in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.

- 3) All assessments of \$100.00 or less are payable in the first year in which the assessments are imposed.

## **5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS**



9th Concession Road Drain  
Town of Kingsville

- B -

2018-04-06

**9TH CONCESSION ROAD DRAIN**  
**(Bridge for Neufeld and Kofloor Investments Inc.)**

**TOWN OF KINGSVILLE**

**2. ONTARIO LANDS:**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aff'd	Heclares Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
King's Highway No. 3			50.89	20.594	Ministry of Transportation	\$ -	\$ 5,394.00	\$ -	\$ 5,394.00
<b>Total on Ontario Lands.....</b>						\$ -	\$ 5,394.00	\$ -	\$ 5,394.00

**3. MUNICIPAL LANDS:**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aff'd	Heclares Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
9th Concession Road			5.79	2.343	Town of Kingsville	\$ -	\$ 614.00	\$ -	\$ 614.00
South Talbot Road			15.11	6.116	Town of Kingsville	\$ -	\$ 1,603.00	\$ -	\$ 1,603.00
Cameron Side Road West			6.95	2.814	Town of Kingsville	\$ -	\$ 737.00	\$ -	\$ 737.00
<b>Total on Municipal Lands.....</b>						\$ -	\$ 2,954.00	\$ -	\$ 2,954.00

**4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aff'd	Heclares Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
530-01701	9	2	0.53	0.214	Ministry of Transportation	\$ -	\$ 26.00	\$ -	\$ 26.00
530-01803	9	5	0.92	0.374	Ronald & Rosemary Rounding	\$ -	\$ 53.00	\$ -	\$ 53.00
530-01810	9	4	1.38	0.560	Greg Chambers	\$ -	\$ 72.00	\$ -	\$ 72.00
530-01900	9	9	1.47	0.594	Thomas & Melissa Neufeld	\$ 13,713.00	\$ 54.00	\$ -	\$ 13,767.00
530-01901	9	9	1.40	0.567	Ministry of Transportation	\$ -	\$ 73.00	\$ -	\$ 73.00

REI2016D015

Rood Engineering Inc



9th Concession Road Drain  
Town of Kingsville

- 9 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aff'd	Hectares Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
530-02205	8	3	0.11	0.047	Allan Grubb	\$ -	\$ 6.00	\$ -	\$ 6.00
530-02330	8	3	1.36	0.550	Jamie & Daria Martinello	\$ -	\$ 71.00	\$ -	\$ 71.00
530-02360	8	3	2.46	0.986	Steven Guertin	\$ -	\$ 104.00	\$ -	\$ 104.00
530-02390	8	4	0.69	0.279	David & Justina Fehr	\$ -	\$ 44.00	\$ -	\$ 44.00
530-02402	8	4	0.81	0.328	Nicole Deschamps & Jason Webster	\$ -	\$ 48.00	\$ -	\$ 48.00
530-02500	8	5	0.46	0.186	Daniel & Rosemary Russell	\$ -	\$ 33.00	\$ -	\$ 33.00
570-00600	STR	274	25.03	10.130	Dawn Docherty	\$ -	\$ 483.00	\$ -	\$ 483.00
570-00701	STR	275	0.92	0.371	Romas & Nancy Kozulis	\$ -	\$ 53.00	\$ -	\$ 53.00
570-00710	STR	275	0.76	0.308	Daniel Polsson & Sherry Miller	\$ -	\$ 47.00	\$ -	\$ 47.00
570-00780	STR	275	2.93	1.186	Richard & Marilyn Sargent	\$ -	\$ 119.00	\$ -	\$ 119.00
570-00790	STR	275	3.22	1.303	Timothy & Judith Kinak	\$ -	\$ 118.00	\$ -	\$ 118.00
570-00799	STR	275	3.34	1.352	Timothy & Karen Damm	\$ -	\$ 122.00	\$ -	\$ 122.00
570-00800	STR	275	4.00	1.619	Northridge Plastics Limited	\$ -	\$ 139.00	\$ -	\$ 139.00
570-00810	STR	275	1.11	0.449	Rodney & Deborah Lamber	\$ -	\$ 62.00	\$ -	\$ 62.00
570-00820	STR	275	1.11	0.449	Timothy & Arlene Willis	\$ -	\$ 62.00	\$ -	\$ 62.00
570-00830	STR	275	1.12	0.453	Thomas & Martha Perko	\$ -	\$ 63.00	\$ -	\$ 63.00
570-00840	STR	275	1.54	0.623	Christopher & Brittany St Louis	\$ -	\$ 77.00	\$ -	\$ 77.00
570-00900	21	1 & 2	0.23	0.093	Scott & Paola Finch	\$ -	\$ 20.00	\$ -	\$ 20.00
570-01000	21	1 & 2	0.23	0.093	Paul Tremblay & Constance Simpson	\$ -	\$ 20.00	\$ -	\$ 20.00
570-01100	21	1 & 2	0.25	0.101	Craig & Andrea Fischer	\$ -	\$ 21.00	\$ -	\$ 21.00
570-01200	21	1 & 2	0.25	0.101	Hermanus & Barbara Branje	\$ -	\$ 21.00	\$ -	\$ 21.00
570-01300	21	2 & 4	0.58	0.235	Crystal Anger & Tyler Martindale	\$ -	\$ 38.00	\$ -	\$ 38.00



9th Concession Road Drain  
Town of Kingsville

- 10 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aft'd	Hectares Aft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
570-01400	21	4	0.46	0.186	Lydia & Murray Dietrich	\$ -	\$ 33.00	\$ -	\$ 33.00
570-01500	STR	275	0.82	0.332	Rheta Stevenson	\$ -	\$ 49.00	\$ -	\$ 49.00
570-01600	STR	275	0.61	0.247	Paul Newman	\$ -	\$ 39.00	\$ -	\$ 39.00
570-01601	STR	275	0.69	0.279	Brian & Irene O'Neill	\$ -	\$ 44.00	\$ -	\$ 44.00
570-01700	STR	275	0.55	0.223	Jose Fernandes	\$ -	\$ 36.00	\$ -	\$ 36.00
570-01800	STR	275	0.59	0.239	Jose & Sharon Fernandes	\$ -	\$ 39.00	\$ -	\$ 39.00
570-01900	STR	275	1.38	0.558	Richard & Pamela Bechard	\$ -	\$ 72.00	\$ -	\$ 72.00
570-01901	STR	275	0.95	0.384	Donald & Anna Ouellette	\$ -	\$ 55.00	\$ -	\$ 55.00
570-01902	STR	275	0.67	0.271	Edward Panjer & Tracy Blanchard	\$ -	\$ 43.00	\$ -	\$ 43.00
570-01984	STR	275	0.67	0.271	Andre & Jenna Mongeau	\$ -	\$ 43.00	\$ -	\$ 43.00
570-01996	STR	275	0.78	0.316	Jeffrey & Krislen Teller	\$ -	\$ 48.00	\$ -	\$ 48.00
570-01998	STR	275	0.78	0.316	David & Nancy Market	\$ -	\$ 48.00	\$ -	\$ 48.00
570-02000	STR	275	0.86	0.348	Joseph & Marion Cichon	\$ -	\$ 51.00	\$ -	\$ 51.00
570-02001	STR	275	1.00	0.405	Wayne & Lisa Tygat	\$ -	\$ 58.00	\$ -	\$ 58.00
570-02003	STR	275	0.67	0.271	Douglas & Kerri Nemeth	\$ -	\$ 43.00	\$ -	\$ 43.00
570-02004	STR	275	0.55	0.223	Gregory & Tamara Yzerman	\$ -	\$ 36.00	\$ -	\$ 36.00
570-02020	STR	275	0.67	0.271	Jose & Kleber Lecoq	\$ -	\$ 43.00	\$ -	\$ 43.00
570-02080	STR	274	0.52	0.210	Diane & Christopher Bezaire	\$ -	\$ 34.00	\$ -	\$ 34.00
570-02090	STR	274	0.53	0.214	Richard & Suzanne Dalton	\$ -	\$ 35.00	\$ -	\$ 35.00
570-02190	STR	274	0.56	0.225	Chris Pretti	\$ -	\$ 36.00	\$ -	\$ 36.00
580-00401	STR	278	0.67	0.271	Bardow Holdings Limited	\$ -	\$ 43.00	\$ -	\$ 43.00
580-00450	STR	278	0.50	0.202	Patrick & Diane Seguin	\$ -	\$ 34.00	\$ -	\$ 34.00



9th Concession Road Drain  
Town of Kingsville

- 11 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Amtd	Hectares Amtd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
580-00600	STR	279	9.33	3.776	Hydro One Networks Inc.	\$ -	\$ 180.00	\$ -	\$ 180.00
580-04010	STR	278	0.44	0.178	Marc & Michelle Rawlins	\$ -	\$ 31.00	\$ -	\$ 31.00
580-04020	STR	278	0.46	0.186	Sean O'Gorman & Kalanna Pestaj	\$ -	\$ 33.00	\$ -	\$ 33.00
580-04030	STR	278	0.46	0.186	Kevin & Laurie Ingram	\$ -	\$ 33.00	\$ -	\$ 33.00
580-04040	STR	278	0.45	0.182	Martin & Katherine Gallant	\$ -	\$ 32.00	\$ -	\$ 32.00
580-04100	STR	277 & 278	2.25	0.911	Northridge Cemetery	\$ -	\$ 95.00	\$ -	\$ 95.00
580-04200	STR	277	0.79	0.320	Shirley & Joseph Galos	\$ -	\$ 49.00	\$ -	\$ 49.00
580-04300	STR	277	0.59	0.239	Patrick & Bethany MacLachlan	\$ -	\$ 39.00	\$ -	\$ 39.00
580-04350	STR	277	0.55	0.223	John Trepanier & Arley Hutchins	\$ -	\$ 36.00	\$ -	\$ 36.00
580-04400	STR	277	1.22	0.494	Gary Burling & Kim Norton	\$ -	\$ 64.00	\$ -	\$ 64.00
580-04410	STR	277	1.22	0.494	Gregory & Theresa Russell	\$ -	\$ 64.00	\$ -	\$ 64.00
580-04590	STR	277	0.67	0.271	Gregory Gowantock	\$ -	\$ 43.00	\$ -	\$ 43.00
580-04700	STR	277	1.01	0.409	Brian Neels	\$ -	\$ 56.00	\$ -	\$ 56.00
580-04800	STR	277	0.62	0.251	Tom & Sheryl Jesso	\$ -	\$ 39.00	\$ -	\$ 39.00
580-04900	STR	277	1.13	0.457	Domenic & Tony Viselli	\$ -	\$ 63.00	\$ -	\$ 63.00
580-05000	STR	277	0.73	0.295	Valerie & Alan Luscott	\$ -	\$ 45.00	\$ -	\$ 45.00
580-05100	STR	277	1.09	0.441	Stefanie Anderson	\$ -	\$ 61.00	\$ -	\$ 61.00
580-05104	STR	277	0.68	0.275	William & Stacey Brimmer	\$ -	\$ 43.00	\$ -	\$ 43.00
580-05106	STR	277	0.68	0.275	Bradley Smith & Kelly Diemer	\$ -	\$ 43.00	\$ -	\$ 43.00
580-05300	STR	276 & 277	0.99	0.401	Gerald Allison & Vickie Smith	\$ -	\$ 57.00	\$ -	\$ 57.00
580-05350	STR	276	0.62	0.251	Trevor & Stephanie Martin	\$ -	\$ 39.00	\$ -	\$ 39.00
580-05400	STR	276	0.83	0.336	Jason & James Scratch	\$ -	\$ 50.00	\$ -	\$ 50.00
580-05600	STR	276	5.00	2.023	Tyler & Christina Herricks	\$ -	\$ 154.00	\$ -	\$ 154.00

REID20160015

Rood Engineering Inc.



9th Concession Road Drain  
Town of Kingsville

- 12 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aff'd	Hectares Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
580-05650	STR	276	0.46	0.186	George & Mary Poirier	\$ -	\$ 33.00	\$ -	\$ 33.00
580-05701	STR	276	0.52	0.210	Robert Sylvester	\$ -	\$ 34.00	\$ -	\$ 34.00
580-05720	STR	276	0.52	0.210	Jerry & Gabriella Sagaert	\$ -	\$ 34.00	\$ -	\$ 34.00
580-05730	STR	276	0.50	0.202	Tricia Buhler	\$ -	\$ 34.00	\$ -	\$ 34.00
580-05900	STR	276	1.20	0.486	Matthew & Lisa Plant	\$ -	\$ 67.00	\$ -	\$ 67.00
580-06000	STR	276	1.05	0.425	Michelle Ryckman	\$ -	\$ 59.00	\$ -	\$ 59.00
580-06200	STR	276	0.49	0.198	Richard Wilschut	\$ -	\$ 33.00	\$ -	\$ 33.00
580-06300	STR	276	0.49	0.198	Richard & Christine Wilschut	\$ -	\$ 33.00	\$ -	\$ 33.00
580-06400	STR	276	0.31	0.125	Brent Lee & Beverly Hamilton	\$ -	\$ 24.00	\$ -	\$ 24.00
580-06500	STR	276	0.70	0.283	Josephine Swackhamer	\$ -	\$ 45.00	\$ -	\$ 45.00
580-06700	STR	276	0.02	0.008	Gosfield North Communications Ltd.	\$ -	\$ 2.00	\$ -	\$ 2.00
Total on Privately Owned - Non-Agricultural Lands.....						\$ 13,713.00	\$ 4,758.00	\$ -	\$ 18,471.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aff'd	Hectares Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
530-00201	8	5	1.24	0.500	Ministry of Transportation	\$ -	\$ 24.00	\$ -	\$ 24.00
530-00500	8	5	14.28	5.780	Sieckle Farms Limited	\$ -	\$ 275.00	\$ -	\$ 275.00
530-01700	9	2	7.90	3.197	Robert & Dorothy Vriesacker	\$ -	\$ 152.00	\$ -	\$ 152.00
530-01800	9	4 & 5	49.65	20.095	Linda & Henry Armstrong	\$ -	\$ 957.00	\$ -	\$ 957.00
530-01830	9	3	63.00	25.495	Koltor Investments Inc.	\$ 13,713.00	\$ 1,215.00	\$ -	\$ 14,928.00
530-01902	9	3	15.06	6.095	Robert & Dorothy Vriesacker	\$ -	\$ 290.00	\$ -	\$ 290.00
530-02200	8	3	9.25	3.743	Joslyne Jobin & Michael Rizza	\$ -	\$ 178.00	\$ -	\$ 178.00

RE/2018D015

Rood Engineering Inc.



9th Concession Road Drain  
Town of Kingsville

- 13 -

2018-04-06

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Aff'd	Hectares Aff'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
530-02300	8	3	24.21	9.798	Christopher & Suzette Brimmer	\$ -	\$ 467.00	\$ -	\$ 467.00
530-02370	8	4	25.83	10.452	Christopher & Suzette Brimmer	\$ -	\$ 498.00	\$ -	\$ 498.00
530-02400	8	4	52.04	21.060	Carol McKeegan & Charles McLean	\$ -	\$ 1,003.00	\$ -	\$ 1,003.00
530-02501	8	5	10.56	4.274	Hendrick Algra	\$ -	\$ 204.00	\$ -	\$ 204.00
570-00700	STR	275	77.24	31.259	2396323 Ontario Inc.	\$ -	\$ 1,489.00	\$ -	\$ 1,489.00
570-02002	STR	275	99.73	40.360	Steckle Farms Limited	\$ -	\$ 1,923.00	\$ -	\$ 1,923.00
580-00100	STR	276	50.00	20.234	Eddy & Linda Manzocco	\$ -	\$ 964.00	\$ -	\$ 964.00
580-00200	STR	277	81.00	32.780	Steckle Farms Limited	\$ -	\$ 1,562.00	\$ -	\$ 1,562.00
580-00300	STR	277	35.66	14.431	James & Victoria Seagull	\$ -	\$ 688.00	\$ -	\$ 688.00
580-00400	STR	278	49.38	19.983	Bardow Holdings Limited	\$ -	\$ 952.00	\$ -	\$ 952.00
580-00460	STR	278	46.97	19.008	Nadine & Lazlo Copf	\$ -	\$ 906.00	\$ -	\$ 906.00
580-03900	STR	278	13.00	5.261	Krista & Christopher Konrad	\$ -	\$ 251.00	\$ -	\$ 251.00
580-04000	STR	278	30.18	12.213	Daryn & Connie Dent	\$ -	\$ 582.00	\$ -	\$ 582.00
580-04201	STR	277	34.33	13.893	Antioch Christian Ministries	\$ -	\$ 662.00	\$ -	\$ 662.00
580-05200	STR	277	16.70	6.758	Laslo & Maria Svorony	\$ -	\$ 322.00	\$ -	\$ 322.00
580-05800	STR	276	18.97	7.677	Peter & Monique Quintan	\$ -	\$ 366.00	\$ -	\$ 366.00
580-06100	STR	276	20.25	8.195	John & Mane Palmer	\$ -	\$ 390.00	\$ -	\$ 390.00
580-06600	STR	276	84.73	34.290	Janet & Edwin Miller	\$ -	\$ 1,634.00	\$ -	\$ 1,634.00
Total on Privately Owned - Agricultural Lands (grantable).....						\$ 13,713.00	\$ 17,954.00	\$ -	\$ 31,667.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

570-02100	STR	274	25.53	10.330	Kevin & Tammy Brady	\$ -	\$ 492.00	\$ -	\$ 492.00
580-04500	STR	277	19.41	7.855	Adil Mohammad	\$ -	\$ 374.00	\$ -	\$ 374.00
580-05500	STR	276	11.33	4.585	Stanley & Maybelle Minnett	\$ -	\$ 218.00	\$ -	\$ 218.00

RE/2016D015

Rood Engineering Inc.



2018-04-06

- 14 -

9th Concession Road Drain  
Town of Kingsville

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Amt'd	Hectares Amt'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
500-05700	STR	276	7.79	3.153	Robert Sylvester	\$ -	\$ 180.00	\$ -	\$ 180.00
Total on Privately Owned - Agricultural Lands (non-grantable).....						\$ -	\$ 1,264.00	\$ -	\$ 1,264.00
TOTAL ASSESSMENT			1189.35	481.325		\$ 27,426.00	\$ 32,324.00	\$ -	\$ 59,750.00

1 Hectare = 2.471 Acres  
Project No. REI2016D015  
April 6th, 2018



**6. CITATION**

This by-law comes into force on the passing thereof and may be cited as the "Bridge over the 9<sup>th</sup> Concession Road Drain – Thomas & Melissa Neufeld and Kottoor Investments Inc. [530-01900 & 530-01830]" by-law.

**READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED  
THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**

**READ A THIRD TIME AND FINALLY PASSED ON THIS    DAY OF  
2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 60-2018

*Being a by-law to provide for the construction  
to replace and improve the Road 10 Crossing  
Over the Patterson Drain  
in the Town of Kingsville, in the County of Essex*

**WHEREAS** the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act* for the bridge construction over the Patterson Drain;

**AND WHEREAS** the report dated April 23<sup>rd</sup>, 2018 has been authored by Antonio B. Peralta, P. Eng. and the attached report forms part of this by-law;

**AND WHEREAS** \$267,294.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

**AND WHEREAS** Council is of the opinion that the report of the area is desirable;

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE, PURSUANT TO THE DRAINAGE ACT ENACTS AS FOLLOWS:**

**1. AUTHORIZATION**

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

**2. BORROWING**

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$267,294.00 being the amount necessary for the completion of the drainage works.

**3. DEBENTURES**

The Corporation may arrange for the issue of debenture(s) on its behalf for the amount borrowed less the total amount of:

- a) Grants received under section 85 of the *Drainage Act*;
- b) Monies paid as allowances;
- c) Commuted payments made in respect of lands and roads assessed with the municipality;
- d) Money paid under subsection 61(3) of the *Drainage Act*; and
- e) Money assessed in and payable by another municipality.

**4. PAYMENT**

Such debenture(s) shall be made payable within 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$267,294.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town of Kingsville in each year for 2 (two) or 5 (five) years (as determined



by the Director of Financial Services or designate) after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.

- 3) All assessments of \$100.00 or less are payable in the first year in which the assessments are imposed.

## **5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS**



**CONSTRUCTION SCHEDULE OF ASSESSMENT**  
**ROAD 10 CROSSING OVER THE PATTERSON DRAIN**

**TOWN OF KINGSVILLE**

**6. SPECIAL NON PRO-RATEABLE ASSESSMENTS (non-agricultural (Sec.26)):**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afrd	Hectares Afrd	Owner's Name	Value of Benefit	Value of Outlay	Value of Special Benefit	TOTAL VALUE
Kingsville Roads Department					Town of Kingsville	\$ 267,294.00	\$ -	\$ -	\$ 267,294.00
Total on Special Non Pro-Rateable Assessments (non-agricultural (Sec.26)).....						\$ 267,294.00	\$ -	\$ -	\$ 267,294.00
<b>TOTAL ASSESSMENT</b>						\$ 267,294.00	\$ -	\$ -	\$ 267,294.00

1 Hectare = 2.471 Acres  
D-17-029  
April 23rd, 2018



**6. CITATION**

This by-law comes into force on the passing thereof and may be cited as the "Road 10 Crossing over the Patterson Drain" by-law.

**READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED  
THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**

**READ A THIRD TIME AND FINALLY PASSED ON THIS    DAY OF  
2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 63-2018

---

### **Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville**

**WHEREAS** By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

**AND WHEREAS** the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

### **NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. That Subsection 7.1 e) AGRICULTURE ZONE 1 A1 EXCEPTIONS is amended with the addition of the following new subsection:

#### **7.1.65 'AGRICULTURE ZONE 1 EXCEPTION 66 (A1-66)'**

- a) For lands shown as A1-66 on Map 53 Schedule "A" of this By-law.
- b) **Permitted Uses**
  - i) Those uses permitted under Section 7.1;
  - ii) A medical marihuana production facility (MMPF)
- c) **Permitted Buildings and Structures**
  - i) Those buildings and structures permitted under Section 7.1 in the (A1) zone;
  - ii) Buildings and structures accessory to the permitted uses.
- d) **Zone Provisions**

All lot and building requirements for the permitted buildings and structures shall be in accordance with Section 7.1 of this By-law.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: A residential use accessory to or supportive of the agricultural uses on-site, including a MMPF is permitted
- ii) Items d), e) and i) are not applicable to lands zoned A1-66;
- iii) Item g) shall not be applicable to on-site residential uses including a bunkhouse on the lands zoned A1-66.



All other items listed under Section 4.46 remain applicable to lands zoned A1-66.

- 2. Schedule "A", Map 53 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as, Part of Lot 9, Concession 2 ED, and locally known as 1507 Road 3 E as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 66 (A1-66)'.
- 3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

\_\_\_\_\_  
**CLERK, Jennifer Astrologo**




Schedule 'A'



Part of Lot 9, Concession 2 ED  
1507 Road 3 E  
Zoning By-law Amendment ZBA/08/18

N

0 37.5 75 150 225 300 Meters

 Schedule "A", Map 53 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 66 (A1-66)'



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 64-2018

---

### **Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville**

**WHEREAS** By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

**AND WHEREAS** the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

### **NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. That Subsection 7.1 e) AGRICULTURE ZONE 1 A1 EXCEPTIONS is amended with the addition of the following new subsection:

#### **7.1.65 'AGRICULTURE ZONE 1 EXCEPTION 67 (A1-67)'**

- a) For lands shown as A1-67 on Map 40 Schedule "A" of this By-law.

- b) **Permitted Uses**

- i) Those uses permitted under Section 7.1;
  - ii) A medical marihuana production facility (MMPF)

- c) **Permitted Buildings and Structures**

- i) Those buildings and structures permitted under Section 7.1 in the (A1) zone;
  - ii) Buildings and structures accessory to the permitted uses.

- d) **Zone Provisions**

All lot and building requirements for the permitted buildings and structures shall be in accordance with Section 7.1 of this By-law.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: A residential use accessory to or supportive of the agricultural uses on-site, including a MMPF is permitted
  - ii) Items d), e) and i) are not applicable to lands zoned A1-67;
  - iii) Item g) shall not be applicable to on-site residential uses including a bunkhouse on the lands zoned A1-67.



All other items listed under Section 4.46 remain applicable to lands zoned A1-67.

- 2. Schedule "A", Map 40 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as, Part of Lot 258, Concession NTR, and locally known as 1000 County Road 34 as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 67 (A1-67)'.
- 3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> DAY OF MAY, 2018.**

**MAYOR, Nelson Santos**

**CLERK, Jennifer Astrologo**




Schedule 'A'



Part of Lot 258, Concession NTR  
1000 County Road 34  
Zoning By-law Amendment ZBA/09/18

  Meters

 Schedule "A", Map 40 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 67 (A1-67)'



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 65-2018

---

### **Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville**

**WHEREAS** By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

**AND WHEREAS** the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

### **NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. That Subsection 7.1 e) AGRICULTURE ZONE 1 A1 EXCEPTIONS is amended with the addition of the following new subsection:

#### **7.1.65 'AGRICULTURE ZONE 1 EXCEPTION 68 (A1-68)'**

- a) For lands shown as A1-68 on Map 47 Schedule "A" of this By-law.
- b) **Permitted Uses**
  - i) Those uses permitted under Section 7.1;
  - ii) A medical marihuana production facility (MMPF)
- c) **Permitted Buildings and Structures**
  - i) Those buildings and structures permitted under Section 7.1 in the (A1) zone;
  - ii) Buildings and structures accessory to the permitted uses.
- d) **Zone Provisions**

All lot and building requirements for the permitted buildings and structures shall be in accordance with Section 7.1 of this By-law.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: A residential use accessory to or supportive of the agricultural uses on-site, including a MMPF is permitted
- ii) Items d), e) and i) are not applicable to lands zoned A1-68;
- iii) Item g) shall not be applicable to on-site residential uses including a bunkhouse on the lands zoned A1-68.



All other items listed under Section 4.46 remain applicable to lands zoned A1-68.

- 2. Schedule "A", Map 47 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as, Part of Lot 6, Concession 3 ED, and locally known as 2415-2495 Graham Sideroad as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 68 (A1-68)'.
- 3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

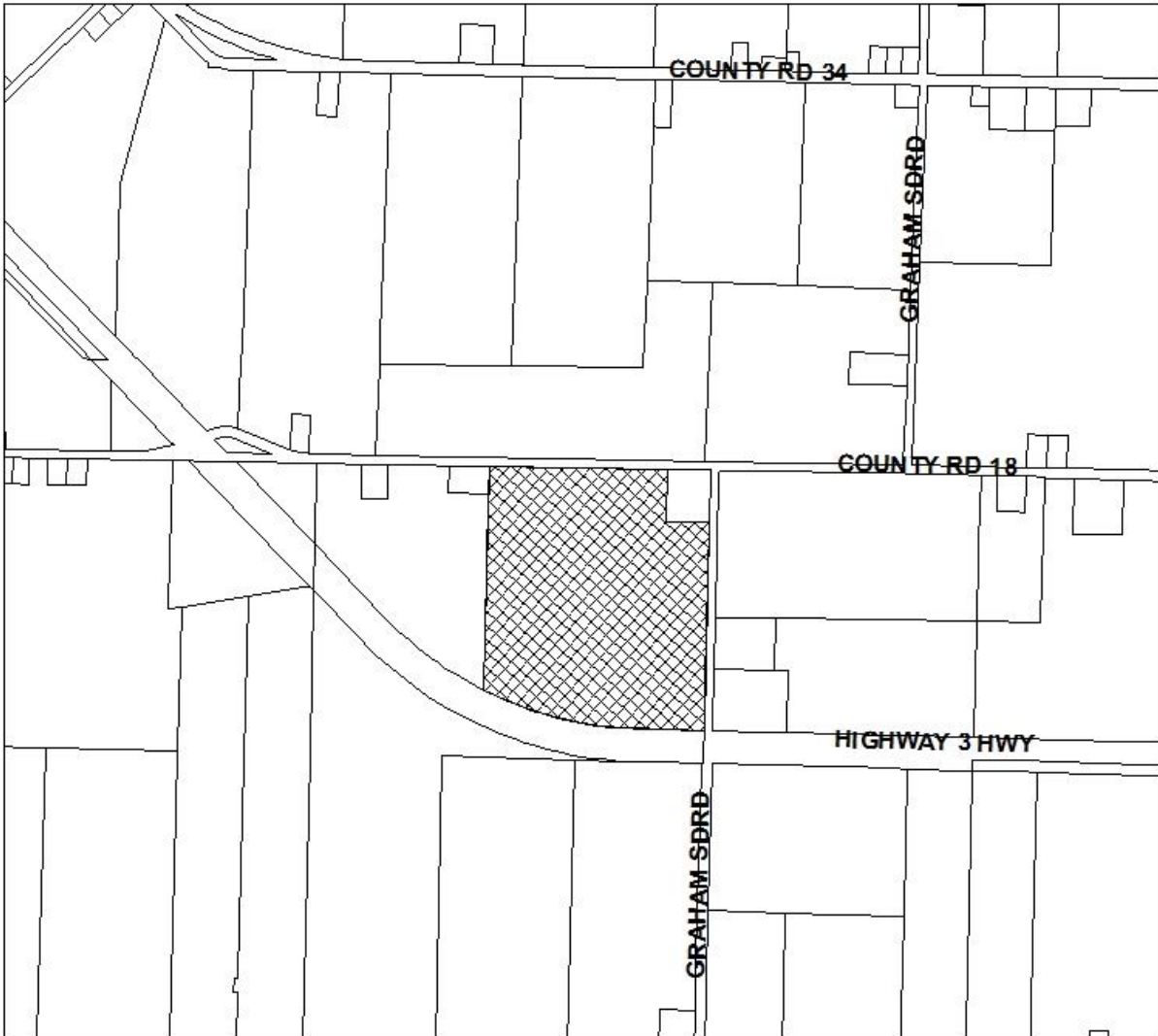
**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
**MAYOR, Nelson Santos**

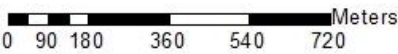
\_\_\_\_\_  
**CLERK, Jennifer Astrologo**




Schedule 'A'



Part of Lot 6, Concession 3 ED  
2415-2495 County Road 18 - Road 4 E  
Zoning By-law Amendment ZBA/10/18



 Schedule "A", Map 47 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 68 (A1-68)'



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 68 - 2018

---

**Being a By-law authorizing the entering into of a Municipal Funding Agreement with The Association of Municipalities of Ontario in order to participate in Ontario's Main Street Revitalization Initiative**

**WHEREAS** Section 9 of the *Municipal Act, 2001*, S.O. c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations.

**WHEREAS** The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter into a Municipal Funding Agreement in order to participate in Ontario's Main Street Revitalization Initiative.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. **THAT** the Town enters into and executes with The Association of Municipalities of Ontario a Municipal Funding Agreement in order to participate in Ontario's Main Street Revitalization, attached hereto as Schedule "A" and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule "A".
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> day of May, 2018.**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**



## **MUNICIPAL FUNDING AGREEMENT**

### **ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE**

This Agreement made as of 1st day of April, 2018.

**BETWEEN:**

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

(referred to herein as "AMO")

**AND:**

**THE TOWN OF KINGSVILLE**

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the "Recipient")

**WHEREAS** the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

**WHEREAS** the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

**WHEREAS** the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

**WHEREAS** the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

**WHEREAS** AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

**THEREFORE** the Parties agree as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:



**“Agreement”** means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

**“Annual Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

**“Association of Municipalities of Ontario (AMO)”** means a legally incorporated entity under the Corporations Act, 1990 R.S.O. 1990, Chapter c.38.

**“Communication Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

**“Community Improvement Plan”** has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

**“Effective Date”** is April 1, 2018.

**“Eligible Costs”** means those expenditures described as eligible in Schedule C.

**“Eligible Projects”** means projects as described in Schedule B.

**“Eligible Recipient”** means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for-profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

**“Event of Default”** has the meaning given to it in Section 11.1 of this Agreement.

**“Funds”** mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

**“Ineligible Costs”** means those expenditures described as ineligible in Schedule C.



**“Lower-tier Municipality”** means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

**“Municipal Fiscal Year”** means the period beginning January 1st of a year and ending December 31st of the same year.

**“Municipality” and “Municipalities”** means every municipality as defined under the Municipal Act, 2001 S.O. 2001 c.25.

**“Municipal Physical Infrastructure”** means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

**“Ontario”** means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

**“Parties”** means AMO and the Recipient.

**“Project Completion Date”** means the Recipient must complete its Project under this Agreement by March 31, 2020.

**“Recipient”** has the meaning given to it on the first page of this Agreement.

**“Results Report”** means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

**“Single-tier Municipality”** means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

**“Third Party”** means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

**“Transfer By-law”** means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

**“Unspent Funds”** means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient’s Annual Report.

## 1.2 Interpretations:

**Herein, etc.** The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.



**Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

**Statutes.** Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

**Gender, singular, etc.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

## **2. TERM OF AGREEMENT**

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

## **3. RECIPIENT REQUIREMENTS**

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
  - a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "in part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
  - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.
  - a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be



awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

#### **4. ELIGIBLE PROJECTS**

- 4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

#### **5. ELIGIBLE COSTS**

- 5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.
- 5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

#### **6. FUNDS**

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):



- a) The allocation and transfer shall be authorized by by-law (a "Transfer By-law"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
- b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
- c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

**6.3 Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
- b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
- c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.

**6.4 Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

**6.5 Payout of Funds.** The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.

**6.6 Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:

- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,



- b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

## **7. REPORTING REQUIREMENTS**

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:
  - a) the amounts received from AMO under this Agreement;
  - b) the amounts received from another Eligible Recipient;
  - c) the amounts transferred to another Eligible Recipient;
  - d) amounts paid by the Recipient in aggregate for Eligible Projects;
  - e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
  - f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,



- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

## 8. RECORDS AND AUDIT

8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.

8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

## 9. INSURANCE AND INDEMNITY

9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.

9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended



or transferred pursuant to this Agreement until such certificate has been delivered to AMO.

**9.3 AMO not liable.** In no event shall Ontario or AMO be liable for:

- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
- (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.

**9.4 Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.

**9.5 Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

**10. DISPOSAL**

**10.1 Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or



for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

## **11. DEFAULT AND TERMINATION**

- 11.1 Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":
- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
  - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
  - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
  - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
  - (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.
- 11.2 Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 11.3 Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate this Agreement.
- 11.4 Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

## **12. CONFLICT OF INTEREST**

- 12.1 No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

## **13. NOTICE**



**13.1 Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

**13.2 Representatives.** The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

**13.3 Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:

a) If to AMO:

Executive Director  
Main Streets Agreement  
Association of Municipalities of Ontario 200 University Avenue, Suite 801  
Toronto, ON M5H 3C6

Telephone: 416-971-9856  
Email: [mainstreets@amo.on.ca](mailto:mainstreets@amo.on.ca)

b) If to the Recipient:

Acting Director of Finance/Treasurer  
Ryan McLeod  
TOWN OF KINGSVILLE  
2021 Division Road N.  
Kingsville, ON N9Y 2Y9  
(519) 733-2305 x231  
[rmcleod@kingsville.ca](mailto:rmcleod@kingsville.ca)

#### **14. MISCELLANEOUS**

**14.1 Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

**14.2 Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this



Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

- 14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient, between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.
- 14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.
- 14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

## **15. SCHEDULES**

- 15.1 This Agreement, including:

- Schedule A    Municipal Allocation
- Schedule B    Eligible Projects
- Schedule C    Eligible and Ineligible Costs
- Schedule D    Reporting

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.



**16. SIGNATURES**

**IN WITNESS WHEREOF**, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

**RECIPIENT'S NAME:**

**TOWN OF KINGSVILLE**

\_\_\_\_\_  
Mayor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clerk Name

\_\_\_\_\_  
Signature

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

\_\_\_\_\_  
By Title

\_\_\_\_\_  
Signature

In the presence of:

\_\_\_\_\_  
Witness Title

\_\_\_\_\_  
Signature



**SCHEDULE A  
MUNICIPAL ALLOCATION**

**RECIPIENT'S NAME:     TOWN OF KINGSVILLE**

**ALLOCATION:             \$56711.5784**

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.



## **SCHEDULE B ELIGIBLE PROJECTS**

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

- 1. Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
  - a. Commercial building façade improvements
  - b. Preservation and adaptive reuse of heritage and industrial buildings
  - c. Provision of affordable housing
  - d. Space conversion for residential and commercial uses
  - e. Structural improvements to buildings (e.g. Building Code upgrades)
  - f. Improvement of community energy efficiency
  - g. Accessibility enhancements
- 2. Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
  - a. Signage – wayfinding/directional, and gateway.
  - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
  - c. Marketing plan implementation – business attraction and promotion activities, special events.



**SCHEDULE C**  
**ELIGIBLE AND INELIGIBLE COSTS**

**1. Eligible Costs include:**

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

**2. Ineligible Costs include:**

- a. Costs incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics of marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Costs above;
- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.



## SCHEDULE D REPORTING

### 1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

Project Title	Project Description	Eligible Project Category (CIP/ Municipal Physical Infrastructure	Total Project Cost	Estimate of Funds (Main Street) Spent

### 2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2018 - 2020
Opening Balance	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from An Eligible Recipient	\$xxx	\$xxx
Transferred to an Eligible Recipient	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of Unspent Funds	\$xxx	



- b. **Project List:** The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project Category	Total Project Cost	Main Street Funds Used	Start & End Date	Completed?
							Yes/No/ Ongoing

### 3. **Project Results.**

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. **Community Improvement Plan Eligible Projects**
- Number of small businesses supported;
  - Total value of physical improvements;
  - Total Main Street Funds provided;
  - Total Municipal investment; and,
  - Total private investment.
- b. **Municipal Physical Infrastructure Eligible Projects**
- Total value of physical improvements;
  - Total Main Street Funds provided; and
  - Total municipal investment.



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 69-2018

---

### Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its May 28, 2018 Regular Meeting

**WHEREAS** sections 8 and 9 of the *Municipal Act, 2001* S.O. 2001 c. 25, as amended, (the “Act”) provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority conferred upon a municipality to govern its affairs as it considers appropriate.

**AND WHEREAS** section 5(3) of the Act provides that such power shall be exercised by by-law, unless the municipality is specifically authorized to do so otherwise.

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Kingsville (the “Town”) be confirmed and adopted by by-law.

### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. The actions of the Council at its May 28, 2018 Regular Meeting in respect of each report, motion, resolution or other action taken or direction given by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. The Chief Administrative Officer and/or the appropriate officers of the Town are hereby authorized and directed to do all things necessary to give effect to the actions set out in paragraph 1, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary and to affix the corporate seal to all such documents.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
28<sup>th</sup> DAY OF MAY, 2018.**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**