



**REGULAR MEETING OF COUNCIL
AGENDA**

Monday, August 13, 2018, 7:00 PM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

Pages

A. CALL TO ORDER

B. MOMENT OF SILENCE AND REFLECTION

C. PLAYING OF NATIONAL ANTHEM

D. 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.

E. PRESENTATIONS/DELEGATIONS

1. Kingsville Fire Chief Chuck Parsons--Swearing-in ceremony of nine (9) firefighters
2. Edgar Klassen, Resident--Request dated July 13, 2018 RE: Potential removal of a 12' section of approach, to be replaced with 12' curb, in front of 24 Myrtle St., Kingsville (SEE: photographs submitted by Mr. Klassen (SEE ALSO: Staff Report I.5) 1
3. Doug Plumb on behalf of Residents in the impact zone of the proposed sidewalk construction on Queen Street--Request dated July 23, 2018 RE: Sidewalk Construction (SEE: Staff Report I.6) 4

F. MATTERS SUBJECT TO NOTICE

1. Zoning By-Law Amendment 'H' Removal ZBA/13/18 Diane Balen, Andrea Shaughnessy, Tom Lawrence & Anthony Burrell 169 Prince Albert Street North Part of Lots 1 & 2, Concession 1, Western Division 6

K. Brcic, Town Planner

- i) Notice of Public Meeting, dated July 23, 2018
- ii) Report of K. Brcic dated August 1, 2018 with attached Appendices A, B and C
- iii) Proposed By-law 90-2018, being a by-law to amend by-law no. 1-2014, the Comprehensive Zoning By-law

Recommended Action

It is recommended that Council approve zoning by-law amendment application ZBA/15/18 for removal of the H-Holding symbol, from a portion of the subject lands, as shown on the amending by-law, as a condition of consent File B/08/18 on lands known as Part of Lots 1 & 2, Concession 1, WD, also known as 169 Prince Albert Street North, Town of Kingsville and adopt the implementing by-law.

2. Zoning By-law Amendment Application ZBA/16/18 by MOS Enterprises Ltd. – 1501, 1521, 1523 & 1527 County Road 34 Part of Lot 20, Concession 4 ED, Parts 1 to 8, RP 12R 14851, Parts 1

16

R. Brown, Manager of Planning Services

- i) Notice of Public Meeting dated July 24, 2018
- ii) Report of R. Brown, Manager of Planning Services, dated July 26, 2018 with attached Appendices A, B, C, D and E
- iii) Proposed By-law 95-2018, being a by-law to amend By-law No. 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/16/18 to:

permit a medical marihuana production facility on property located at 1501, 1521, 1523 & 1527 County Road 34;

address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law as detailed in the amending by-law;

add odour control provisions as outlined in the attached amendment, and adopt the implementing by-law.

3. Zoning By-law Amendment Application ZBA/17/18 by Kapital Produce Ltd. – 1506, 1508 & 1526 County Road 34 & 1636 Road 4 E, Part of Lot 21, Concession 4 ED, Parts 1 & 2, RP 12R 15280,

67

R. Brown, Manager Planning Services

- i) Notice of Public Meeting dated July 24, 2018
- ii) Report of R. Brown, Manager of Planning Services with attached Appendices A, A-2, B, C, D and E
- iii) Proposed By-law 96-2018, being a by-law to amend By-law No. 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/17/18 to:

permit a medical marihuana production facility on property located at 1506, 1508 & 1526 County Road 34 & 1632 Road 4 E;

address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law as defined in the amending by-law;

add odour provisions as outlined in the attached amendment, and

adopt the implementing by-law.

G. AMENDMENTS TO THE AGENDA

H. ADOPTION OF ACCOUNTS

- | | | |
|----|---|-----|
| 1. | Town of Kingsville Accounts for the monthly period ended July 31, 2018 being TD cheque numbers 0065961 to 0066223 for a grand total of \$1,555,000.86 | 119 |
|----|---|-----|

Recommended Action

That Council approves Town of Kingsville Accounts for the monthly period ended July 31, 2019 being TD cheque numbers 00659621 to 0066223 for a grand total of \$1,555,000.86

I. STAFF REPORTS

- | | | |
|----|------------------------------------|-----|
| 1. | 2018 Water & Wastewater Rate Study | 145 |
|----|------------------------------------|-----|

R. McLeod, Director of Financial Services

Recommended Action

That council accept the proposal from Watson & Associates for 2018 Water and Wastewater rate study and completion of the Ontario Regulation 453/07: Water Financial Plan.

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| 2. | Five Year Agreement with Kingsville Folk Festival | 175 |
|----|---|-----|

M. Durocher, Parks and Recreation Programs Manager

Recommended Action

That Council agree to enter into a 5 year agreement with Sun Parlour Folk Music Society for the holding of the Kingsville Folk Festival, effective August 1, 2018 through to August 16, 2022, and authorize the Mayor and Clerk to execute said Agreement.

3. 2019 Kingsville Highland Games 187

M. Durocher, Manager of Parks and Recreation Programs

Recommended Action

Administration Recommends that if the event is the financial responsibility of the Town of Kingsville, terms of reference be drafted in preparation for the creation of a sub-committee of PRAC;

And That funding for the 2019 Highland Games be included in the 2019 Operating Budget for Council's consideration;

And That subject to budget approval, the Highland Games be designated as an Event of Municipal Significance so that a Special Occasion Permit can be applied for.

4. Road 10 Bridge over Patterson Drain 196

T. Del Greco, Municipal Services Manager

Recommended Action

That Council direct the Mayor and Clerk to execute the attached agreement with SLR Contracting Group, for the replacement of the Road 10 Bridge over the Patterson Drain.

5. Driveway Approach at 24 Myrtle St 214

S. Martinho, Manager of Public Works

Recommended Action

That Mr. Klassen be responsible to restore the Right-of-Way to meet the standards specified within the Development Manual, Zoning By-law 2014-1 section 5.7, and the Site Plan approved for 24 Myrtle St.

6. 2018 Sidewalk Program 221

S. Martinho, Manager of Public Works

Recommended Action

That council extend the 2017 sidewalk contract and award the 2018 sidewalk program to Giorgi Bros Inc.

7. Cemetery By-law Update 232

S. Martinho, Manager of Public Works

Recommended Action

That council adopt the proposed cemetery By-law 67-2018 and repeal the existing by-law, By-law 90-2012

8. Road Use Agreement – 2081967 Ontario Limited 244

G. A. Plancke, Director of Municipal Services

Recommended Action

That Council enters into a Road Use Agreement with 2081967 Ontario Limited, for the construction, maintenance, and operation of a Private Electrical Service Line within the Town road allowance as stipulated in the conditions listed within the document Road Use Encroachment Agreement between the Corporation of the Town of Kingsville, and 2081967 Ontario Limited; and

That Council direct the Mayor and Clerk to execute said Agreement and adopt the applicable authorizing by-law (94-2018).

J. BUSINESS/CORRESPONDENCE-ACTION REQUIRED**1. Brenda Layson and Pat Jackson - Correspondence RE: Grant/Donation Consideration, dated August 7, 2018 257****Recommended Action**

That Council consider the grant/donation request from the Trinity Anglican Church for a gazebo to honour Tom Schinkelshoek.

K. MINUTES OF THE PREVIOUS MEETINGS**1. Regular Meeting of Council--July 23, 2018 258****2. Regular Closed Session Meeting of Council--July 23, 2018****Recommended Action**

That Council adopts Regular Meeting of Council Minutes dated July 23, 2018 and Regular 'Closed Session' Meeting of Council Minutes dated July 23, 2018.

L. BUSINESS CORRESPONDENCE - INFORMATIONAL**1. Judi Gollnitz--Email correspondence dated July 17, 2018 RE: Proposed sidewalk construction on the west side of Queen Street from Stewart Street to Herrington. 270****2. Town of Lakeshore--Correspondence dated July 16, 2018 RE: Safety Warnings on Vehicles to Remind the Public Not to Leave Children and/or Animals in Hot Vehicle. 271****3. Township of Howick--Correspondence dated July 19, 2018 RE: Request 273**

for Support of Resolution passed July 17, 2018 RE: Cemetery Funds

- | | | |
|----|---|-----|
| 4. | City of Niagara Falls--Resolution passed July 10, 2018 RE: Association of Municipalities of Ontario and NAFTA | 274 |
| 5. | Township of North Stormont--Resolution No. RES-1437-2018 RE: Ontario's Green Energy Act | 276 |

Recommended Action

That Council receive information items 1-5.

M. NOTICES OF MOTION

1. **Councillor Neufeld may move, or cause to have moved:**

That Council direct Administration to have a Town of Kingsville by-law enforcement officer on-call after hours for enforcement purposes, and that the costs of such additional enforcement services be incorporated into the 2019 municipal budget

2. **Deputy Mayor Queen may move, or cause to have moved:**

That Council recognize Karen A. Batke as Citizen of the Year

N. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

- | | | |
|----|--|-----|
| 1. | Veterans Voices of Canada local members - Invitation and sponsorship form re: Flags of Remembrance Ceremony to be held September 22, 2018 as provided by County of Essex (See email of County Clerk dated July 19, 2018) | 277 |
|----|--|-----|

O. BYLAWS

- | | | |
|----|----------------|-----|
| 1. | By-law 59-2018 | 279 |
|----|----------------|-----|

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) in the Town of Kingsville, in the County of Essex

To be read a third and final time.

Recommended Action

That Council read By-law 59-2018, 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) in the Town of Kingsville, in the County of Essex, a third and final time.

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|----|----------------|-----|
| 2. | By-law 67-2018 | 289 |
|----|----------------|-----|

Being a By-law to establish rules and regulations to be used in connection with all cemeteries owned and operated by The Corporation of the Town of Kingsville

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

Recommended Action

That Council read By-law 67-2018, being a By-law to establish rules and regulations to be used in connection with all cemeteries owned and operated by The Corporation of the Town of Kingsville, a first, second and third and final time.

3. By-law 88-2018

299

Being a By-law authorizing the entering into of an Agreement with Sam's Shell & Used Cars o/a Sam's Service Facility for certain Fleet Maintenance Services

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

Recommended Action

That Council read By-law 88-2018, being a By-law authorizing the entering into of an Agreement with Sam's Shell & Used Cars o/a Sam's Service Facility for certain Fleet Maintenance Services, a first, second and third and final time.

4. By-law 89-2018

311

Being a By-law imposing special annual drainage rates upon land in respect of which money is borrowed under the Tile Drainage Act (93 Road 6 W, Cottam)

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

Recommended Action

That Council read By-law 89-2018, being a By-law imposing special annual drainage rates upon land in respect of which money is borrowed under the Tile Drainage Act (93 Road 6 W, Cottam), a first, second and third and final time.

5. By-law 90-2018

313

Being a by-law to amend the Comprehensive Zoning By-law (ZBA/13/18; 169 Prince Albert St. North, Kingsville)

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

Recommended Action

That Council read By-law 90-2018, being a by-law to amend the Comprehensive Zoning By-law (ZBA/13/18; 169 Prince Albert St. North, Kingsville), a first, second and third and final time.

6. By-law 93-2018 315

Being a by-law to authorize the entering into of a contract with SLR

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

Recommended Action

That Council read By-law 93-2018, being a by-law to authorize the entering into of an Agreement with SLR Contracting Group Inc respecting the replacement and improvement of the culvert across Road 10 within the Patterson Drain, a first, second and third and final time.

7. By-law 94-2018 321

Road use encroachment agreement

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

Recommended Action

That Council read By-law 94-2018, being a by-law authorizing the entering into of a Road Use Agreement with 2081967 Ontario Ltd. o/a Thermo Energy Systems Inc, a first, second and third and final time.

8. By-law 95-2018 332

Being a By-law to amend the Comprehensive Zoning By-law

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

Recommended Action

That Council read By-law 95-2018, being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law, a first, second and third and final time.

9. By-law 96-2018 335

Being a by-law to amend the Comprehensive Zoning By-law

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

Recommended Action

That Council read By-law 96-2018, being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law, a first, second and third and final time.

P. CONFIRMATORY BY-LAW

1. By-law 97-2018 338

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its August 13, 2018 Regular Meeting

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

Recommended Action

That Council read By-law 97-2018, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its August 13, 2018 Regular Meeting, a first, second and third and final time.

Q. ADJOURNMENT



24 MYRTLE (MY HOUSE) 41 FT.



24 MYRTLE (MY HOUSE)



103 QUEEN ST.

41 FT.



24 HERRINGTON

45 FT.





348 MILLBROOK

38 FT.



OTHER PROPERTIES
W/30 FT. PLUS CUTOFF

16 PRINCE ALBERT N.
20 CONSERVATION
214 PRINCE ALBERT N.
230 MILLBROOK
5 HAZEL

141 MILLBROOK


35 FEET



88 HAZEL

32 FT.

Doug Plumb
238 Queen Street
Kingsville, Ontario
N9Y 2B1



July 15, 2018

Honourable Nelson Santos and Council
2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

RE: Sidewalk Construction on Queen Street from Stewart Street to Herrington - West Side.

Hello Mayor Santos and Council,

It has recently come to our attention that our Town of Kingsville has a plan to construct a sidewalk on the west side of Queen Street between Stewart Street to Herrington. The purpose of this letter is to voice objection to the project for the following reasons:

1. As a homeowner in the proposed area of this construction it has been our observation that pedestrian traffic on the existing sidewalk on the east side of Queen is minimal. We feel the the existing sidewalk on the east side of Queen is more than sufficient to handle the needs of pedestrian traffic.
2. Our home is an older home that was built with a far less set back than most and a sidewalk was not a consideration at the time of construction. As a result, our yard immediately in front of our home is small and by adding a sidewalk it will significantly reduce our green-space by 20% and reduce our parking space.
3. We feel that more efforts should be given to increase our green-spaces, not reducing them with pavement and concrete.
4. The existing trees at 238 Queen will be affected adversely. The trees within the impact zone are semi-mature maples that will suffer and will perhaps die from having 50% of the feeder-root system severed at the main trunk.
5. It is my opinion that if the trees located within the impact zone survive, the sidewalk will heave from constricted roots that attempt to regenerate.
6. We have taken great care and have spent considerable amounts of money on our landscape. We do not feel that the addition of a sidewalk in this small restricted area will enhance the overall appearance of the property.
7. Our front yard has an automated irrigation system. This system will need to be redesigned in order to handle a boulevard and upgraded to handle an additional zone.
8. In speaking to our neighbours, no one within the immediate area of the proposed construction is in favour of this project. We feel that money spent on this project is not a necessity and would be much

better spent on other projects that would better serve our community. (Signatures of homeowners have been collected.)

Please reconsider this project or at very least reconsider the placement by locating the sidewalk tight against the curb and wrapping around utility poles.

If the sidewalk was located tight against the curb, it would lessen the impact on the landscape and eliminate a difficult to maintain boulevard that would exist between the curb and proposed sidewalk. This alternate solution does not suggest that we are in favour of this project. Merely, this redesign recommendation would be a less intrusive solution and only if it can be proven that this project is an absolute need to our community.

Once again, please reconsider this project on Queen Street.

Thank you,

A handwritten signature in black ink, appearing to read 'Doug Plumb', with a stylized flourish at the end.

Doug Plumb



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

NOTICE OF AN INTENTION TO PASS AN AMENDING BY-LAW TO REMOVE A HOLDING SYMBOL

APPLICATION: ZONING BY-LAW AMENDMENT ZBA/13/18
(Section 36 of the Planning Act, R.S.O. 1990, C.P. 13)

OWNERS: Diane Balen, Andrea Shaughnessy, Tom Lawrence &
Anthony Burrell

LOCATION OF PROPERTY: 169 Prince Albert Street North

TAKE NOTICE that the Council for the Corporation of the Town of Kingsville intends to pass a by-law on **August 13, 2018** to remove the holding symbol on a portion of the property described above in the Town of Kingsville (see attached map). The subject property is currently zoned Residential Zone 1 Urban, (R1.1) and 'Residential Zone 1 Urban - Holding, (R1.1(h))'.

THE PROPOSED amendment intends to remove the Holding (h) Symbol from the middle portion of the property (area between the blue and red line) The area east of the red line will remain subject to the holding provision to correspond with the Ministry of Natural Resources and Forestry (MNRF) requirements to not permit development. This application is one of the conditions of consent File B/08/18 which granted provisional approval for the creation of a total of 3 residential lots for single detached dwellings.

A **PUBLIC MEETING** OF COUNCIL has been SCHEDULED to be held on:

WHEN: August 13, 2018
WHERE: Town of Kingsville Municipal Building
TIME: 7:00 p.m.

If you have comments on this application, they may be forwarded in writing by email, or letter mail to the attention of: **Kristina Brcic**, Town of Kingsville, 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.

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
THIS 23rd Day of July, 2018.**

**Kristina Brcic, MSc, BURPL
Tel: 519-733-2305 (x 249)
Email: kbrbic@kingsville.ca**



Key Map ZBA/13/18



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

Date: August 1, 2018

To: Mayor and Council

Author: Kristin Brcic, Town Planner

RE: Zoning By-Law Amendment 'H' Removal ZBA/13/18
Diane Balen, Andrea Shaughnessy, Tom Lawrence & Anthony Burrell
169 Prince Albert Street North
Part of Lots 1 & 2, Concession 1, Western Division

Report No.: PDS 2017-042

AIM

To provide Council with information regarding the request to remove the Holding (h) symbol from a portion of the property from lands known as 169 Prince Albert Street North, Part of Lots 1 & 2, Concession 1, WD, as a condition of consent under file B/08/18.

BACKGROUND

The subject land is a vacant 14,023 sq. m (150,942 sq. ft.) residential parcel with approximately 71.75 sq. m (235.41 ft.) of frontage. At the July 17, 2018 Committee of Adjustment meeting, provisional consent (B/08/18) was given to sever the property (see Appendix B) as follows:

1. Severed Parcel (Part 1 on applicants' sketch): Area – 4697.8 sq. m (50,566.4 sq. ft.); 23.92 m (78.48 ft.);
2. Severed Parcel (Part 2 on applicants' sketch): Area – 4594.8 sq. m (49,458.1 sq. ft.); 23.92 m (78.47 ft.);
3. Retained Parcel (Part 3 on applicants' sketch): Area – 4634.6 sq. m (49,886.3 sq. ft.); 23.92 m (78.47 ft.).

As a condition of the consent, it was required that the applicant file an application for a zoning by-law amendment in order to establish appropriate building envelopes for potential new dwellings and to ensure future protection of the woodlot located at the rear of the property.

DISCUSSION

When considering a request for a Zoning By-law Amendment, it is important to review the request on the basis of the following documents to determine whether the request is appropriate:

1) Provincial Policy Statement, 2014 (PPS)

PPS, Section 2.1.7 states that “Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements.”

Comment: At the rear of the property is a wooded area which is considered a natural heritage feature. As part of the development of this property the feature must be assessed to determine how best to not negatively impact on the ongoing function of this feature. The property has been reviewed and the Ontario Ministry of Natural Resources and Forestry (MNRF) has outlined conditions to be places on the lands to address protection of the feature and any possible species at risk.

2) Essex County Official Plan

The County OP is very similar to that of PPS in terms of applicable policies and encouragement of intensification of development within the Settlement Area boundaries. The proposed development would be consistent with the County Official Plan.

3) Town of Kingsville Official Plan

The subject property is designated Residential in the Kingsville Official Plan. The proposed application to rezone the parcel conforms to the Kingsville Official Plan policies and goals.

4) Comprehensive Zoning By-law 1-2014

The subject parcel is currently zoned ‘Residential Zone 1 Urban (R1.1)’ with the eastern portion of the property zoned ‘Residential Zone 1 Urban (holding) (R1.1(h))’ as shown on Appendix C.

The Ministry of Natural Resources and Forestry (MNRF) requires the owners to install snake fencing along the edge of the wooded area for the protection of any potential species at risk.

With the installation of the fencing, the zoning on the property can be amended to move the limit of the R1.1 to match that of the location of the proposed fence. The lands to the east of the new fence will remain ‘Residential Zone 1 Urban (holding) (R1.1(h))’ and continue to prohibit development, thus providing added protection to the lands as per MNRF requirements, as shown on Appendix C.

LINK TO STRATEGIC PLAN

Manage residential growth through sustainable planning.

FINANCIAL CONSIDERATIONS

The zoning amendment to remove the H-Holding symbol will move the lands one-step closer to development and the issuance of permits for construction will result in increased assessment on the subject lands.

CONSULTATIONS

In accordance to O. Reg 545/06 Subsection 8 of the *Planning Act*, property owners within 120 m of the subject site boundaries received the Notice of Intention to Remove the Holding Zone symbol from a portion of the subject lands by mail. The request for lifting of the Holding symbol is subject to Town review and satisfactory completion of the conditions for removal but is not an appealable application under the *Act*.

RECOMMENDATION

It is recommended that Council approve zoning by-law amendment application ZBA/15/18 for removal of the H-Holding symbol, from a portion of the subject lands, as shown on the amending by-law, as a condition of consent File B/08/18 on lands known as Part of Lots 1 & 2, Concession 1, WD, also known as 169 Prince Albert Street North, Town of Kingsville and adopt the implementing by-law.

Kristina Brcic

Kristina Brcic, MSc, BURPL
Town Planner

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 – Location Map



[illegible]

Appendix C – Drip Line Location Map



THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 90-2018

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. Schedule "A", Map 65 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as 169 Prince Albert Street North, Part of Lots 1 & 2, Concession 1, Western Division as shown on Schedule 'A' cross-hatched attached hereto from 'Residential Zone1 Urban – Holding (R1.1(h))' to 'Residential Zone 1 Urban (R1.1)'.
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 36 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
13th DAY OF August, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule A



169 Prince Albert St N
Part of Lots 1 & 2, Concession 1,
Western Division
3711 110 000 01200
ZBA/13/18

Meters

Schedule "A", Map 65 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as 169 Prince Albert Street North, Part of Lots 1 & 2, Concession 1, Western Division as shown on Schedule 'A' cross-hatched attached hereto from 'Residential Zone1 Urban – Holding (R1.1(h))' to 'Residential Zone 1 Urban (R1.1)'.



NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING: ZONING BY-LAW AMENDMENT

APPLICATION: **ZONING BY-LAW AMENDMENT FILE ZBA/16/18**
(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)

OWNER: **MOS Enterprises Ltd.**

LOCATION OF PROPERTY: **1501, 1521, 1523 & 1527 County Road 34**
Part of Lot 20, Concession 4 ED, Parts 1 to 8, RP 12R
14851, Parts 1 & 2, RP 12R 13840 & Parts 1 & 2, RP
12R 19945

PURPOSE OF APPLICATION:

The subject land is a 19.38 ha (47.88 ac.) farm parcel containing approximately 11.7 ha (29 ac.) of greenhouse along with support facilities. The property is subject to an existing site plan approval from 2011 for the existing development on site. The applicant is seeking approval of a zoning 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 a medical marihuana production facility (MMPF) 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) In order to permit the proposed use on the subject property relief in part or in whole will need to be granted from Section c), d), e) g) and i). Recent changes to the requested zoning for MMPFs has led to the addition of odour control provisions as a requirement of the zoning.

A **PUBLIC MEETING** OF COUNCIL will be held on:

WHEN: **August 13, 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 would otherwise have an ability to appeal the decision of Council for the Town of Kingsville to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submission to the Town of Kingsville before the zoning by-law is adopted, the person or public body is not entitled to appeal the decision.

IF A PERSON or public body does not make oral submissions at a public meeting, or make written submission to Council before the zoning by-law is adopted or the zoning by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

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 July 24, 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.





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www.kingsville.ca
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Date: July 26, 2018

To: Mayor and Council

Author: Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

RE: Zoning By-law Amendment Application ZBA/16/18 by
MOS Enterprises Ltd. – 1501, 1521, 1523 & 1527 County Road 34
Part of Lot 20, Concession 4 ED, Parts 1 to 8, RP 12R 14851,
Parts 1

Report No.: PDS 2018-044

AIM

To provide Council with information regarding a request for a zoning amendment to permit a medical marihuana production facility as a permitted use, address relief or exemption from certain provisions under Section 4.46 of the Kingsville Zoning By-law and establish odour control provisions.

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 is to add a medical marihuana production facility as a permitted use utilizing up to 11.7 ha (29 acre) of existing 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. Lastly, the amendment will include odour control provisions that require a professionally designed system to be installed and operational prior to the start of growing. As supplementary information to the planning report the applicant has provided additional background in the form of a planning justification report (PJR) which is attached as Appendix B. The prospective operator of the greenhouse is also in the process of acquiring lands on the east side of County Road 34 which would operate in concert with the subject property. Those lands are part of a separate application for similar zoning approval.

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 replacement 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 dwellings 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 ongoing experience with ACMPR 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 have also seen interest in or development of medical marihuana facilities.

There is one dwelling at 1518 County Road 34 which could be located just within the required 100 m setback shown on Appendix C. All other dwellings in the immediate area meet or exceed the 100 setback requirement. (See Appendix D) As noted on past approval requests no reductions in the 100 m setback will be considered until such time as any given operation can clearly demonstrate that there will be no impact on an abutting use. Any potential reduction request would require additional approval through a public process.

Although Item f) of the MMPF provisions is not at issue in this case (100 m 328 ft. minimum distance separation from residential, recreational or institutional use) it is worth noting that the Orchard View Golf Course is located to the west of the subject property approximately 300 m (984 ft.). The golf course also owns lands abutting the golf course on the east side, currently used for gravel extraction, which could be converted in the future for additional golf course space. If this were to occur the golf course expansion would not be impacted as it would continue to remain outside the 100 m (328 ft.) setback.

- 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 and off-site dwellings if any under the same ownership as the subject property.

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.

In addition to the amendment to Section 4.46 the zoning on the property will include odour control provisions as a requirement of any MMPF establishment on the site.

Comment: It has been determined that there is a need to more directly address odour control as a requirement of zoning versus solely relying on site plan control or the Health Canada licensing requirements. Inclusion in the site-specific zoning amendment, particularly for MMPF establishments, will provide local input and enforcement without overstepping Federal regulations since Health Canada requires all Part 1 operations to maintain odour control of their operations.

The specific provisions in the by-law will require the installation of an air treatment control system that will incorporate the use of a multi-stage carbon filtration, or similar technology. This must be designed by a qualified person and the owner must demonstrate that the system has been installed and is operational as per the design specification prior to the start of any growing operations. As part of the design process for the odour control the owner will also be required to provide a maintenance schedule for the system to insure that it remains operationally efficient.

An additional aspect of odour control for MMPFs is the use of odour neutralization systems which are added to exhaust areas to supplement the main control system. As part of the ongoing public discussion there was some concern expressed about the possible control agents used to neutralize odours and what long-term impact they may have.

To address this the approach involves two steps. First to determine, as part of the odour control system design, if and what will be used for neutralization and second, to require, in the zoning provision, that no transmission of odour control agents be permitted beyond the property line of the subject facility. This would apply to all control agents and would require that the products being used are approved for use by Health Canada or can demonstrate to the satisfaction of the Town that there will be no negative impact.

Site Plan Approval

As per Section 4.46 b) site plan control is to apply to MMPF. The subject lands do currently have an approved site plan and associated site plan agreement in place from 2011. As noted above the applicant does have a prospective purchaser for the property and will be proceeding with licensing, if approved. Once the formal licensing process is

started the applicant should initiate the site plan amendment process. At that time issues such as fencing, lighting, buffering, landscaping and location of ventilation equipment will be incorporated as part of the amending agreement along with consultation with surrounding land owners.

LINK TO STRATEGIC PLAN

Support growth of the business community.

FINANCIAL CONSIDERATIONS

There are no financial implications for the application at this stage.

CONSULTATIONS

In accordance to O. Reg 545/06 of the *Planning Act*, property owners within 120m of the subject site boundaries are to receive the Notice of Open House/ Public Meeting by mail. With the increased interest in these types of applications, the circulation was increase to 200 m. Information of the proposed amendment was also posted to the Town website.

At the time of writing, a number of public comments both written and verbal have been received about both this application and the associated Kapital Produce request. Odour, fencing and lighting continue to be the main concerns. As noted with past applications, odour will be a zoning requirement while lighting and fencing will be included as part of the subsequent site plan amendment that will be required.

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">• Comment is attached as Appendix E• No objections
County of Essex	<ul style="list-style-type: none">• The site has existing accesses to the County Road. Any modifications, changes or requests for new access will require County approval and permits
Town of Kingsville Management Team	<ul style="list-style-type: none">• 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.

RECOMMENDATION

It is recommended that Council approve zoning by-law amendment ZBA/16/18 to:

permit a medical marihuana production facility on property located at 1501, 1521, 1523 & 1527 County Road 34;

address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law as detailed in the amending by-law;

add odour control provisions as outlined in the attached amendment, and

adopt the implementing by-law.

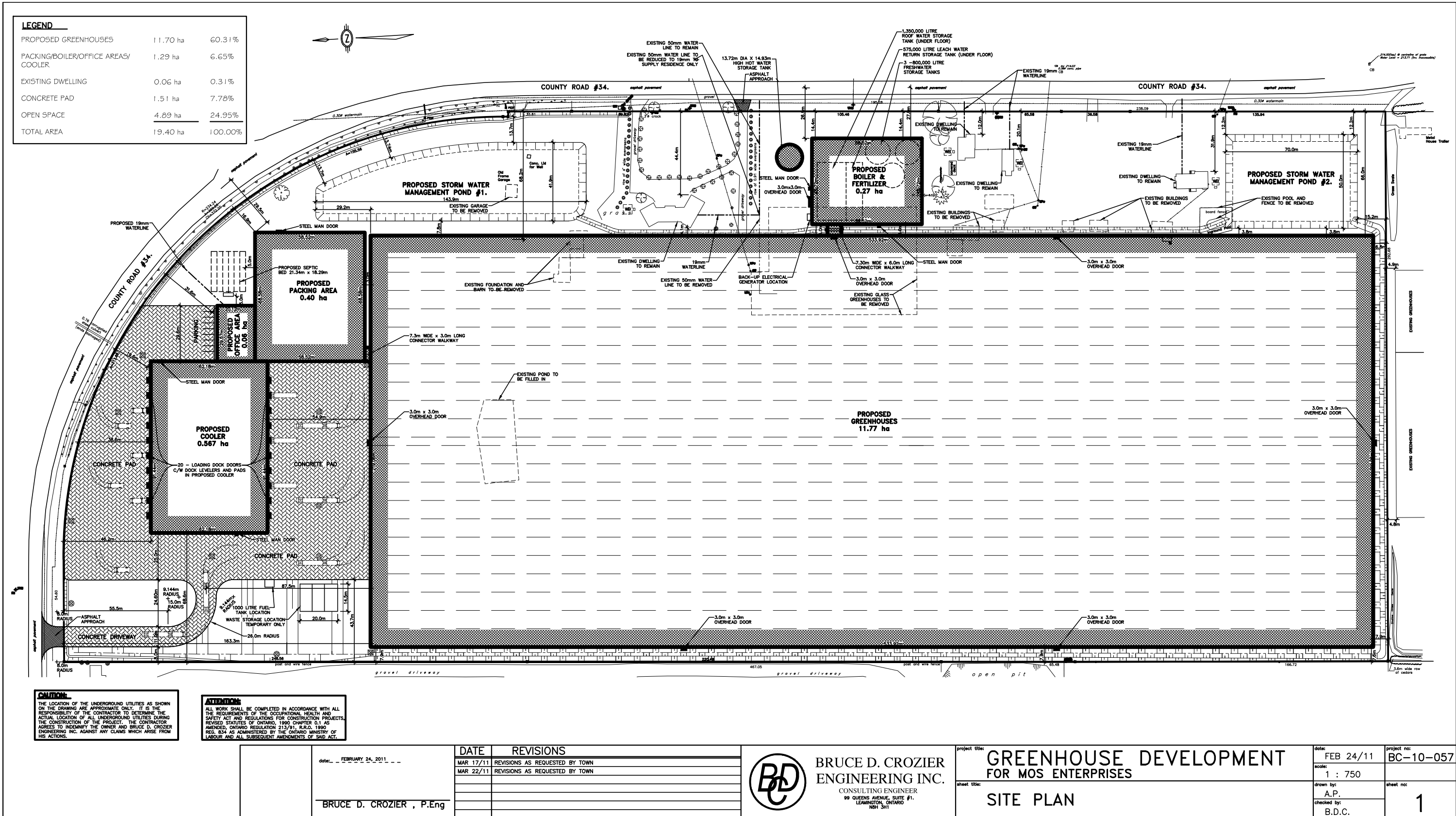
Robert Brown

Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

Appendix A



Appendix B



Planning Justification Report

1501,1521,1523,1527 & 1506,1508,1526,1640 County Road 34
Town of Kingsville, County of Essex, Ontario

May 2018

Prepared For:
Cannacure Corporation
333 Jarvis Street
Fort Erie, ON L2A 2S9

Prepared By:
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Hamilton, ON L9C 2V2

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- Appendix A - Zoning Sketches**
- Appendix B - Draft Amending Zoning By-law**
- Appendix C - Draft Amending Zoning By-law**
- Appendix D - Cannabis Growth Cycle Diagram**

1.0 Introduction

T. Johns Consulting Group Ltd. has been retained by the prospective purchasers, Cannucure Corporation, to provide a Planning Justification Report in support of the Zoning By-law amendment application to rezone the lands municipally known as 1506, 1508, 1526, 1640 and 1501, 1521, 1523, 1527 County Road 34, Town of Kingsville in the County of Essex to permit a Medical Marihuana Production Facility. This report includes an overview of the subject lands in context with surrounding lands uses, a detailed description of the proposed use, and a detailed review of the pertinent planning framework in support of the proposed amendments.

1.1 Property Description

The subject lands are made up of multiple parcels located on both the east and west side of County Road 34, north of County Road 18 (Road 4 East). The subject lands on the east side of the County Road 34 are legally described Part of Lot 21, Concession 4, Eastern Division Gosfield Designated As Part 1 on Plan 12R15280; Part 2 Plan 12R15280; As R1372997; Part 14 on Plan 12R1554; Part 1 on Plan 12R22797, Town of Kingsville, and County of Essex, Ontario; and municipally known as 1506, 1508, 1526, 1640 County Road 34.

The subject lands on the west side of County Road 34 legally described as Part of Lot 20 Concession 4 Eastern Division Gosfield Designated As Parts 1 to 8 on Plan 12R14851, Parts 1 & 2 on Plan 12R13840 & Parts 1 & 2 on Plan 12R19945, Town of Kingsville, and County of Essex, Ontario; and municipally known as 1501, 1521, 1523, 1527 County Road 34 (**See Figure 1 - Location Plan**).

1506, 1508, 1526, 1640 County Road 34, make up an irregular shaped parcel with an approximate total land area of 28.25 hectares (69.81 acres) with an approximate total frontage of 332.17 metres along County Road 34. 1640 County Road 34 has approximately 156.85 metres of frontage along County Road 18. The subject lands contain three (3) greenhouse buildings with an approximate total growing area of 19.6 hectares (48.4ac) and three (3) one-storey single detached dwellings, one being on the north side of the subject lands with a side yard along County Road 34, another more south on the property fronting County Road 34 and the other being on the far south side of the subject lands with frontage along County Road 18 (**See Figure 2 - Aerial Map**).

1501, 1521, 1523, 1527 County Road 34 are rectangular shape with a curved northerly lot line, following the bend of County Road 34. The subject lands have an approximate area of 19.40 hectares (47.9 acres) with approximately 891 metres of frontage along County Road 34. The subject lands contain multiple existing buildings typical of an agricultural operation. From the most northerly end of the site access will be maintained, one (1) cooler/distribution building and one (1) office building with a packing area. A greenhouse with a total growing area of 11.70 ha. The site also contains four (4) single detached dwellings along County Road 34 and three (3) stormwater management ponds (**See Figure 2 - Aerial Map**).

1.2 Surrounding Land Uses

The lands are located within the Rural area of the Town of Kingsville. The immediate surrounding uses are made up of agricultural, medium industrial, recreational and rural residential uses.

2.0 Proposed Development

The intent is to rezone the subject lands to permit the use of a medical marihuana production facility (“MMPF”). The proposed agricultural operation will utilize the existing buildings on site. The marihuana will be grown and processed in the existing greenhouses with ancillary uses such as drying, oil extraction, distribution and office uses in the buildings as described. The existing single-detached dwellings will be kept and used for housing of the farm employees.

The proposed operation will follow the policies and standards pursuant to the *Access to Cannabis for Medical Purposes Regulations* imposed by Health Canada licensing including security and odour mitigation. All existing accesses from County Road 34 will be maintained (**See Appendix A - Zoning Sketches**).

2.1 Planning Applications

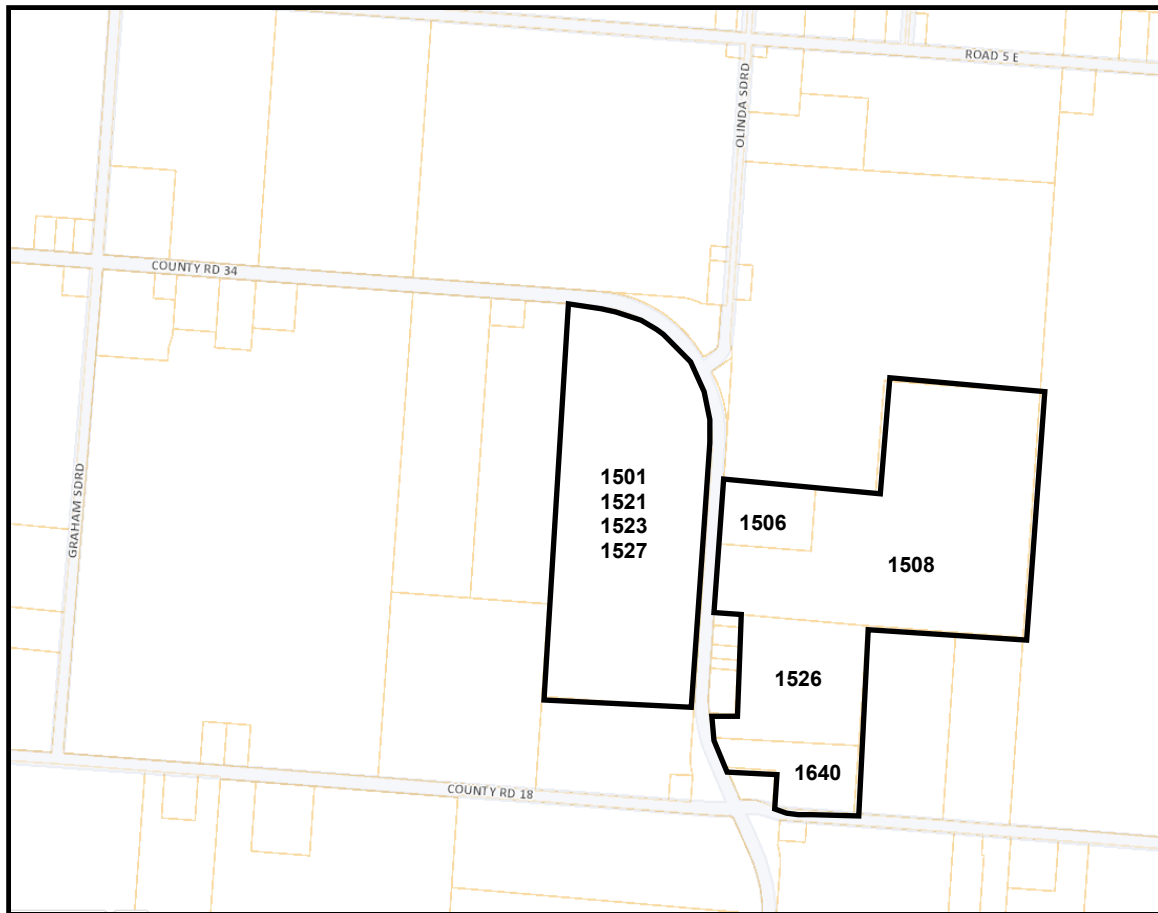
A meeting was held with Town and County Staff on March 26th, 2018 to discuss the proposal. The meeting confirmed that approval of a Zoning By-law Amendment (“ZBA”) is required to amend the zoning on the subject lands to facilitate the proposed Medical Marihuana Production Facility. A Planning Justification Report and an Odour Mitigation Strategy are required to be completed and submitted in support of the application.

The requested ZBA will rezone the subject lands from Agricultural (A1) Zone to a site specific Agricultural (A1) Zone (**See Appendix B & C - Draft Amending Zoning By-law**).

2.2 Odour Mitigation Strategy

Cannacure Corporation will use best practice efforts to mitigate odour by using odour cannons and exhaust filtration filters to help reduce odour and mask scent. A specific odour mitigation strategy will be finalized and employed during the federal licensing process.

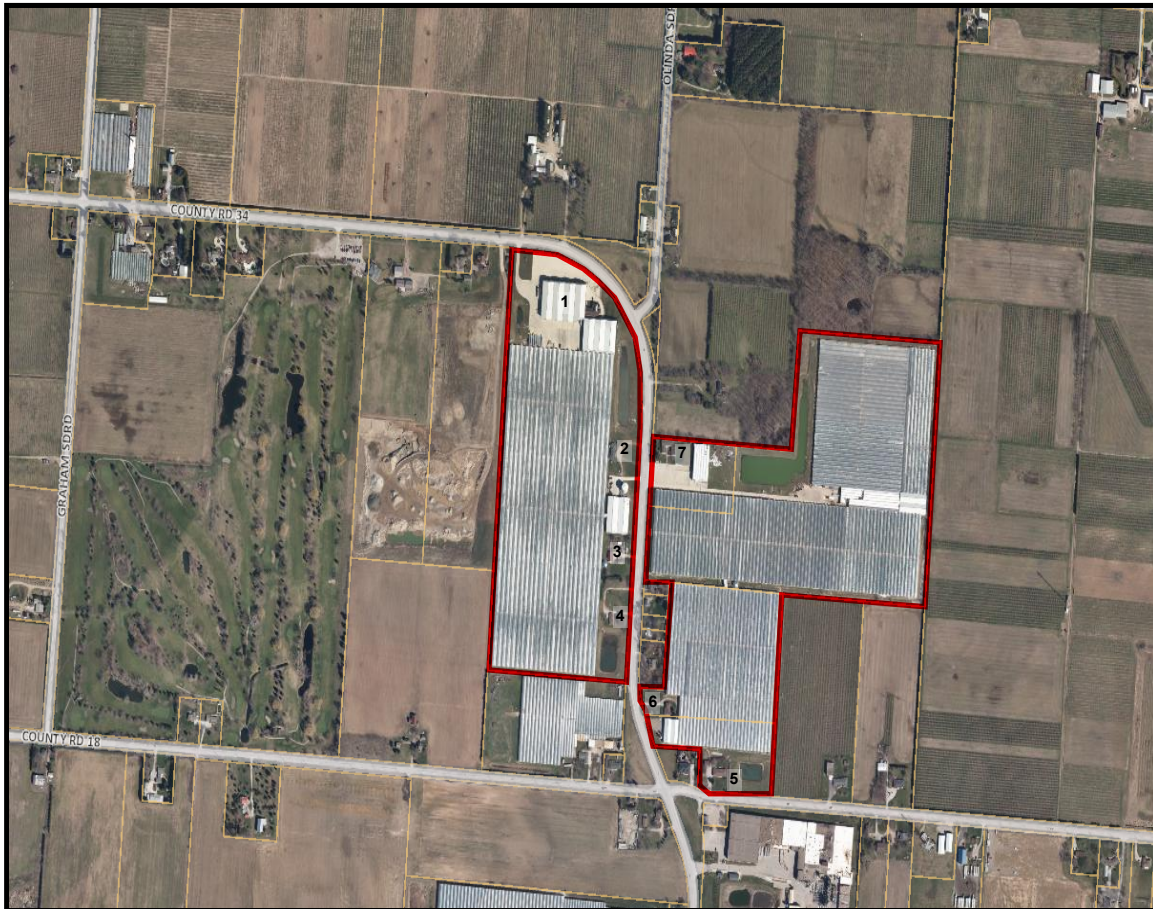
Figure 1
Location Plan



SUBJECT LANDS

1501, 1521, 1523, 1527 & 1506, 1508, 1526, 1640 County Road 34,
Township of Kingsville, County of Essex

Figure 2
Aerial Plan



SUBJECT LANDS

1501, 1521, 1523, 1527 & 1506, 1508, 1526, 1640 County Road 34,
 Township of Kingsville, County of Essex

LEGEND

- 1** Distribution Centre and Office
- 2** Single Detached Dwelling
- 3** Two Single Detached Dwellings & Accessory Structure
- 4-7** Single Detached Dwelling

3.0 Planning Framework

This section reviews the planning documents applicable to the subject property, which include the Provincial Policy Statement, Essex County Official Plan, Town of Kingsville Official Plan and the Town of Kingsville Comprehensive Zoning By-law 1-2014, as amended.

3.1 Provincial Policy Statement, 2014

The Provincial Policy Statement (“PPS”) came into effect on April 30, 2014 as a policy-led regulating document that provides direction on provincial interest related to managing land use planning and development. The subject lands are within the rural area of the Township of Kingsville in the County of Essex.

The following applicable policies have been noted and reviewed:

1.1.4 Rural Areas in Municipalities

1.1.4.1 Healthy, integrated and viable rural areas should be supported by:

- a. building upon rural character, and leveraging rural amenities and assets;*
- b. promoting regeneration, including the redevelopment of brownfield sites;*
- c. accommodating an appropriate range and mix of housing in rural settlement areas;*
- d. encouraging the conservation and redevelopment of existing rural housing stock on rural lands;*
- e. using rural infrastructure and public service facilities efficiently;*
- f. promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management of resources;*
- g. providing opportunities for sustainable and diversified tourism, including leveraging historical, cultural, and natural assets;*
- h. conserving biodiversity and considering the ecological benefits provided by nature; and*
- i. providing opportunities for economic activities in prime agricultural areas, in accordance with policy 2.3.*

1.1.4.2 In rural areas, rural settlement areas shall be the focus of growth and development and their vitality and regeneration shall be promoted.

1.1.4.3 When directing development in rural settlement areas in accordance with policy 1.1.3, planning authorities shall give consideration to rural characteristics, the scale of development and the provision of appropriate service levels.

1.1.4.4 Growth and development may be directed to rural lands in accordance with policy 1.1.5, including where a municipality does not have a settlement area.

Planning Comment:

The proposal will maintain the rural character of Kingsville, as the proposed site plan retains the existing residential and greenhouse buildings. The proposal does leverage on the fact the greenhouses exist on the subject lands and therefore maintain important agricultural assets. The proposal will regenerate the subject lands by retrofitting the existing greenhouse buildings to produce a crop that is being introduced as a commodity in the future growth of the Province. The existing distribution building with loading docks and the office building will be retained for the operation of the proposed use. The existing single-detached houses will be conserved to house farm help on-site. The proposed agricultural use, medical marihuana, will promote diversification of the agricultural economy and provide employment opportunities. Medical Marihuana requires specialized professionals and farm help to maintain the production facilities' daily operations. As the operation will occur within the existing greenhouses, the surrounding natural environment will be conserved. The subject lands are existing with on-site private water services and storm water ponds that have the capacity to withstand the needs of the operations, thereby mitigating unintended consequences such as water-infiltration into the surrounding natural environment. The proposed agricultural use is appropriate for the rural lands and will provide a commodity that is in demand due to new Federal and Provincial legislation.

2.3 Agriculture

2.3.1 *Prime agricultural areas* shall be protected for long-term use for agriculture.

Prime agricultural areas are areas where *prime agricultural lands* predominate. *Specialty crop areas* shall be given the highest priority for protection, followed by Canada Land Inventory Class 1, 2, and 3 lands, and any associated Class 4 through 7 lands within the *prime agricultural area*, in this order of priority.

2.3.2 Planning authorities shall designate *prime agricultural areas* and *specialty crop areas* in accordance with guidelines developed by the Province, as amended from time to time.

2.3.3 Permitted Uses

2.3.3.1 In *prime agricultural areas*, permitted uses and activities are: *agricultural uses*, *agriculture-related uses* and *on-farm diversified uses*.

Proposed *agriculture-related uses* and *on-farm diversified uses* shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.

- 2.3.3.2 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.
- 2.3.3.3 New land uses, including the creation of lots, and new or expanding livestock facilities shall comply with the *minimum distance separation formulae*.

Planning Comment:

The proposal will maintain an agricultural land use. The proposed medical marihuana production facility's daily operations will be contained within the greenhouses. Surrounding agricultural land uses include greenhouses and traditional farming fields. The proposed use will be compatible with the surrounding agricultural operations. The medical marihuana agricultural use will be within existing greenhouses with a total approximate footprint of 31 hectares. The proposed crop will be regulated by federal legislation and licensing. The proposed use is known for incompatibilities related to odour. The odour will be mitigated via setbacks as determined by the Zoning By-law and mitigation technologies.

The proposal will repurpose existing greenhouses to maintain an agricultural use, being a medical marihuana production facility, that will maintain the rural landscape of the Township of Kingsville. The proposed use will not have negative impacts on the surrounding natural environment or existing agricultural operations. The operation will be supported by existing on-site private infrastructure and provide residential accommodations for farm help. The proposed crop is in response with the changing Federal and Provincial markets and legislation. The proposed crop will contribute to agricultural diversity within the Town and the County.

The proposal is **consistent** with the PPS, 2014.

3.2 County of Essex Official Plan

The County of Essex Official Plan came into force and effect in April 2014 with the general purpose of providing goals and policies to represent the overall public interest for all seven local municipalities within the County of Essex.

Schedule A1-Land Use Plan of the County of Essex Official Plan designates the subject lands **Agricultural** within the Town of Kingsville boundary (See Figure 3 - COP Land Use Plan).

3.3 Agricultural Policies	
Policy	Planning Comment
3.3.3.1	The proposal is for an agricultural use, being a medical marihuana production facility. The proposal will maintain all greenhouses, ancillary buildings (i.e. distribution and

	offices) and the seven (7) existing single detached houses for on-site farm help accommodation. The uses are typically permitted for an agricultural use.
3.3.3.2	The proposed agricultural use does not include secondary uses, therefore this policy shall not apply.
3.3.3.3	Agriculture-Related Uses on the site will include storage and processing facilities for on-farm crops. The existing distribution building and office building will be utilized for logistic operations of the farm. Existing residential dwellings will be used for housing farm help on-site. As such, the farm-related uses are a continuation of typical farming operations and will utilize existing buildings. Therefore, the proposal conforms to this policy.
3.3.3.4	The proposal does not intend to create lots, therefore this policy shall not apply.
3.3.3.5	The proposal will require the employment of full time farm help. The dwellings that will house the farm help are existing and are located along the boundaries of the subject lands, therefore they do not have a negative impact on the farm's viability. The farm help living on site will be aware of the impacts typically associated with medical marihuana production and harvesting.
3.3.3.6	The extraction of mineral resources are not proposed, therefore this policy shall not apply.
3.3.4	<ul style="list-style-type: none"> a) The proposed agricultural use is not for livestock. Therefore, the MDS does not apply. However, due to the nature of the proposed crop, mitigation measures including an appropriate setback from abutting residential uses will be implemented via Zoning By-law standards. b) The subject lands are not within an identified prime agricultural area. c) A land use redesignation to a non-agricultural designation is not proposed. d) The subject lands are not identified as having significant environmental features, therefore policies of the Natural Environment section shall not apply. e) The proposed agricultural crop will be grown with normal farm practices, typical of other flowering crops.

The proposal will maintain the agricultural land use of the subject lands and therefore is in keeping with the agricultural land use policies of the County of Essex Official Plan. The existing structures, including greenhouses, ancillary buildings and the single-detached houses will be maintained and utilized. The proposed agricultural crop and associated operations are not expected to have negative impacts to the surrounding area.

The proposed land use **conforms** to the County of Essex Official Plan.

3.3 Town of Kingsville Official Plan

The Town of Kingsville Official Plan ("OP") was approved by County Council on February 1, 2012. The intent of the OP is to provide goals, objectives and policies to manage land use and growth within the township.

Schedule "A" - Land Use Plan of the OP designates the subject lands **Agricultural** (See Figure 4 - Town of Kingsville Land Use Map).

The following reviews the proposal in context with the applicable policies of the Agriculture designation.

3.1 Agriculture Land Use Policies	
Policy	Planning Comment
3.1	<ul style="list-style-type: none"> a) The proposal is for agriculture and associated land uses including the growing and cultivation of medical marihuana crops. Therefore, the proposal is a permitted use. b) The proposal will maintain and utilize the existing greenhouse structures on site to perform all agricultural related uses including packing and shipping facilities. On-site housing for farm help will take place within the existing single detached dwellings. c) A mushroom farm is not proposed. d) Livestock uses are not proposed. e) Retail-related uses for the trade of goods produced on-site are not proposed. f) Residential uses to house farm help are proposed to occur on the subject lands within the existing dwellings. Due to the make-up of the subject lands, each dwelling is on a separate parcel of land. Therefore, the existing site maintains the policy that permits one residence per lot. g) Secondary small scale farm occupations are not proposed. h) Small scale commercial and dry industrial uses are not proposed. i) Mineral resource exploration and extraction are not proposed. j) Extractive industrial uses are not proposed. k) Part of the subject lands are depicted for Mineral Aggregate Resources, however, the proposal is not for mineral resource uses. l) Lot creation is not proposed. m) Expansion of the built up area is not proposed. n) The subject lands are existing agricultural lands with existing greenhouse structures. The existing agricultural operation is serviced by private sanitary and water services and the proposed agricultural operation intends to utilize the existing private services. o) A restaurant is not proposed. p) The subject lands are not remnants from the Highway No. 3 By-pass construction project.
3.1.1	The proposal is not for the described uses that are applicable to the MDS policy, therefore the MDS policies shall not apply.

The proposed use, a medical marihuana production facility, will utilize the existing greenhouse and ancillary use buildings for the cultivation, processing, storage and distribution of the proposed crop. The existing dwellings on the subject lands will be used to house farm help. The proposal does not intend to create lots, have livestock, or extract mineral resources. The proposal's operations will be contained to the boundaries of the subject lands, with appropriate distance and odour mitigation measures to ensure compatibility to the surrounding land uses.

The proposal **conforms** for the Town of Kingsville Official Plan.

Figure 3
 County of Essex Official Plan Land Use Map

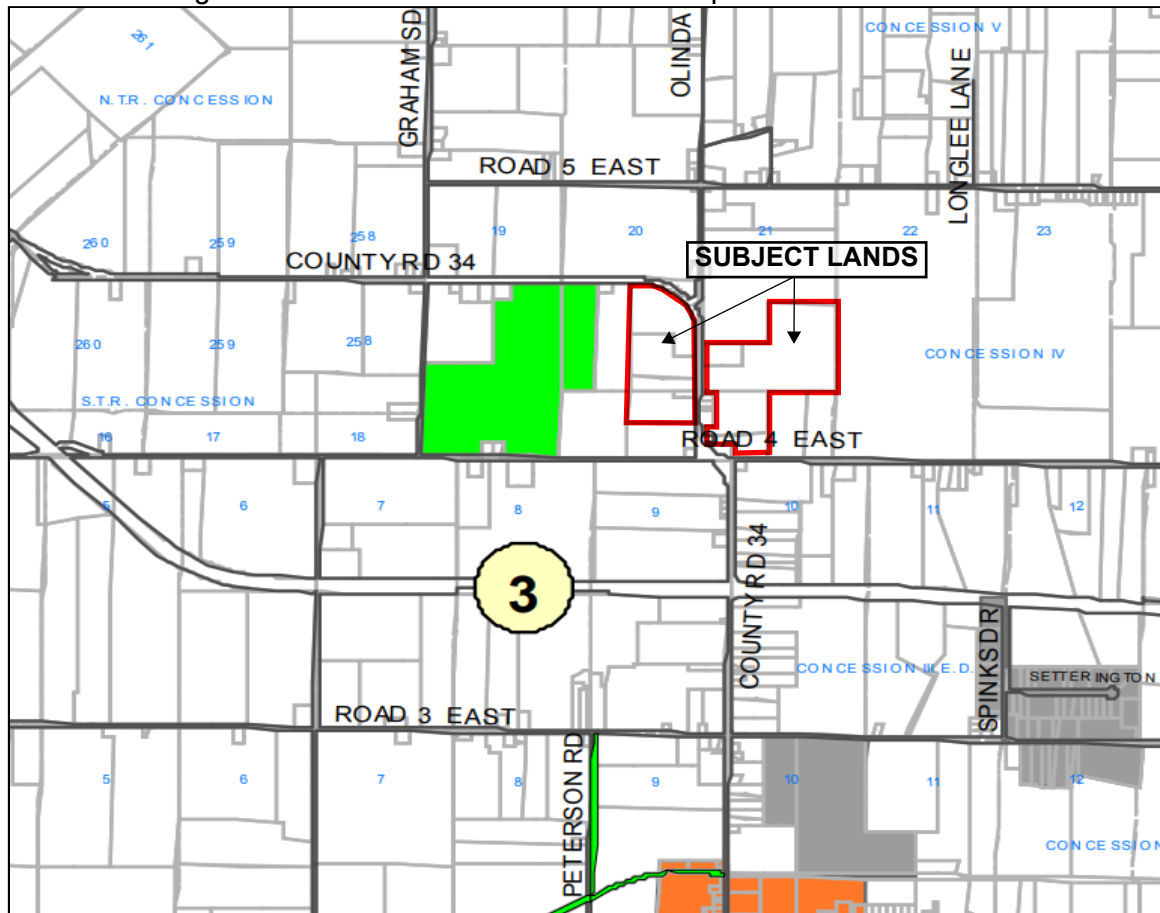


County of Essex Official Plan
 Excerpt from Schedule A1
 Land Use Plan

LEGEND









— Local Roads	□ Lot Fabric
— County Roads	■ Settlement Areas
— Provincial Highway	□ Agricultural
—+— Railway	■ Natural Environment
— Essex County Municipalities	

Figure 4
 Town of Kingsville Official Plan Land Use Map



Town of Kingsville Official Plan
 Excerpt from Schedule "A"
 Land Use Plan

LEGEND

	Agricultural		Special Residential
	Rural Residential		Hamlet
	Lakeshore Residential East		Industrial
	Lakeshore Residential West		Parks and Open Space

3.4 Town of Kingsville Comprehensive Zoning By-law 1-2014

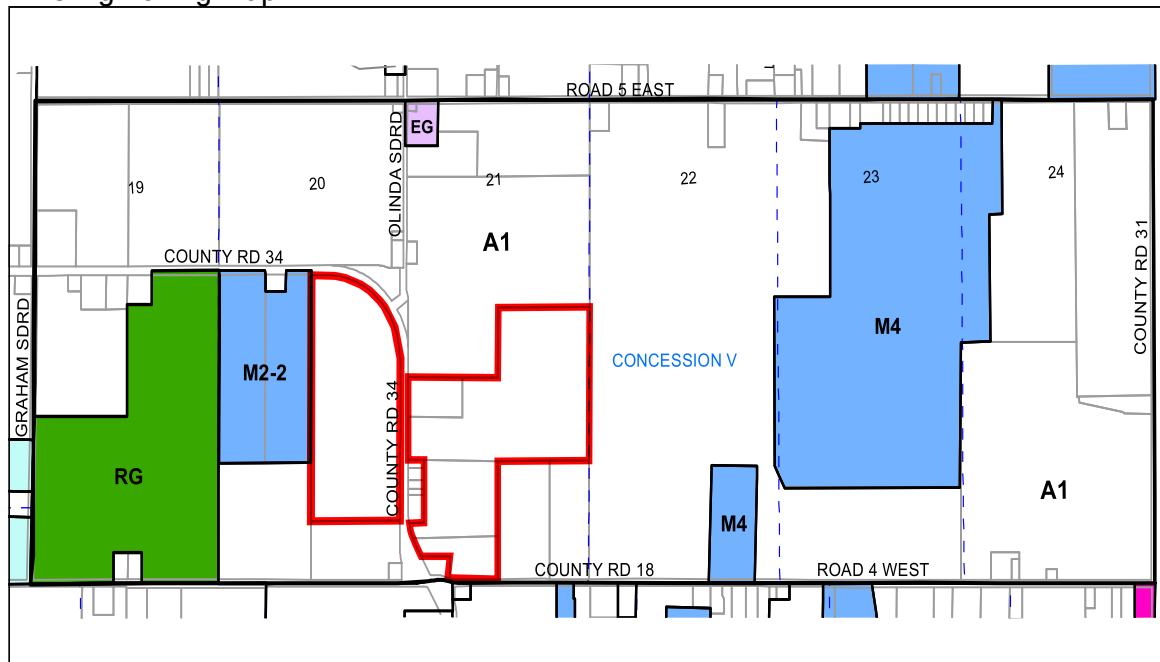
The Town of Kingsville Comprehensive Zoning By-law 1-2014, as amended (“ZBL 1-2014”) is in effect and zones the subject lands **Agricultural (A1) Zone 1 (See Figure 5 - Existing Zoning Map)**.

The A1 Zone permits uses and structures typical of agricultural land uses including agriculture, research, operations, produce storage, processing facility and/or shipping, fruit/vegetable processing facility, greenhouses, etc.

To facilitate the proposed use, to grow medical marihuana within the existing greenhouses, a Zoning By-law Amendment (“ZBA”) is required to modify the existing A1 Zone. The amendment will also address the provisions of Section 4.46. A draft site specific By-law has been prepared for each of the subject lands and can be found as Appendix B and C.

A change of zone from the A1 Zone to a site specific A1 Zone will maintain the agricultural land use goals determined by the County of Essex and the Town of Kingsville in terms of maintaining agricultural lands within the rural area for agricultural purposes.

Figure 5
Existing Zoning Map



Town of Kingsville Comprehensive Zoning By-law 1-2014
Excerpt from Schedule "A" - Map 44

LEGEND

- A1 Agriculture
- M2 General Industrial
- M4 Extractive Industrial
- EG Education
- RG Recreational
- SUBJECT LANDS

Modifications to the A1 Zone include:

1. Permit Medical Marihuana as a permitted use

Per the Zoning By-law, a Zoning By-law Amendment is required to permit the use of a medical marihuana production facility. As the subject lands are existing with greenhouses, the proposed use will be cultivated in a secure and controlled environment. Impacts such as odour will be mitigated with appropriate setbacks and technology. The proposed use is an agricultural production and will require certified agricultural specialists and farm help to manage the facility. Thus, the proposed use will support and maintain agricultural-related jobs in Kingsville.

2. Permit residential uses accessory to or supportive of on-site agricultural uses

Policy 4.4.6 c) states that residential uses shall be prohibited on lots having a medical marihuana production facility. It is requested that this policy shall not apply. The subject lands on the east side of County Road 34 have three (3) existing single-detached dwellings. The subject lands on the west side of County Road 34 have four (4) existing single-detached dwellings. The agricultural production for medical marihuana will rely on farm help for daily operations. It is proposed that farm help will reside in the on-site residences. It is typical in the agricultural industry that farm help is provided accommodations on-site, as such, it is reasonable to permit the existing residential uses on the property and any residents of these dwellings will be aware of possible odours related to the production of medical marihuana. The proposed medical marihuana crop is known to have impacts such as odour, however, the proposed medical marihuana production facility will employ mitigative measures that will contain or mask odours. The farm help that is planned to be accommodated within the existing dwellings will be aware of the facilities implications.

3. Policy 4.46 d) shall not apply

It is important to note that Policy 4.4.6 d) states that a medical marihuana production facility shall be prohibited from being a secondary/accessory use. It is requested that it is recognized that a use of an agricultural nature is not considered secondary or accessory use as is part of a diversified agricultural production. As such, it is requested that this policy shall not apply.

In order for the proposed MMPF to be implemented, sections of the greenhouses will be converted in a phased approach. As such, the phasing of implementation will allow for vegetables to continue to be grown while sections of the greenhouse are converted for medical marihuana production. This will ensure the financial viability of the farm during the transition of crops and allow for the on-going production of vegetables during the phase in process which is good for agricultural production. At the beginning of the transition, the majority of crops may be vegetables, however, the MMPF will be the primary use. The intent is to eventually have an agricultural operation that is 100% for medical marihuana production. However, since the landowner may continue to utilize

sections of the greenhouses in the interim for existing vegetable production, it is important to recognize this point.

4. Permit Other Uses to Co-exist with Medical Marihuana

Policy 4.4.6 i) requires that the use of a medical marihuana production facility on a lot not co-exist with any other use on the lot. It is requested that this item shall not apply. This item restricts residential uses that support the proposed production facility. Further, phased implementation would not be viable as the greenhouses would be limited to one crop type at a time (i.e. vegetable or medical marihuana). The item is not aligned with the PPS, 2014 which states that agricultural uses, agriculture-related uses and on-farm diversified uses are permitted uses and shall be supported to expand to be viable and adaptable with change.

4. 4.4.6 g) shall not apply

Policy 4.4.6 g) requires a minimum distance separation of 100 metres between a MMPF and any structure currently used for residential or institutional uses. It is understood that the 100 metre separation was implemented by rounding up the 70 metre setback established by MOECC for light industrial uses to mitigate MMPF impacts such as odour generation. It is requested to permit the beginning stages (i.e. germination, propagation) of the marihuana growth cycle within 25 metres of an off-site residential use for subject lands locally known as 1506,1508,1526,1640 County Road 34. The greenhouses on the subject lands locally known as 1501, 1521, 1523, 1527 County Road 34 are not within 100 metres of off-site residential uses and as such the zoning amendment for this property does not request relief from this provision and there will be no restrictions of location of operations within the greenhouse. The policy shall be further amended to ensure the minimum distance separation will not apply to on-site residential uses for both subject lands.

There are four (4) stages of marihuana plant growth; germination, propagation, vegetation and flowering. The public perception is that the entire growing and production process of marihuana has offensive odours. However, the first two stages of the growing process are not scientifically known to produce odours. As typical with most flowering plants, odours are present when the plant is reaching its most mature state, the flowering stage or when the plants produce “buds” (**Refer to Appendix D - Cannabis Growth Cycle Diagram**).

As such, the sections of the greenhouses within a 25 metre proximity of residential uses will be used for the germination and propagation of the medical marihuana plant. During the vegetation and flowering stages, the plants will be moved to other sections of the existing greenhouses, outside of the required 100 metre setback from off-site residential uses. This will be ensured by implementing a standardized growing methodology that the employees will follow as standard practice. Further, best practices for odour mitigation will be employed throughout the growing facilities of odour cannons and exhaust filtration filters to help reduce odour and mask scent.

It is important to note that the existing dwellings on site that will be used to house farm employees will be within 100 metres of the entire growing process. However, they will be aware and accept the potential negative impacts, such as odour. It is a common farming practice to house farm employees within a required MDS setback.

5. Minimum Interior Side Yard

The required minimum interior side yard setback is 3 metres whereas the requested minimum interior side yard is 2.90 metres. The 0.1 metre relief is to accommodate the northerly side yard of an existing single detached dwelling, on the parcel locally known as 1506 County Road 34.

6. Minimum Front Yard Setback

The required minimum front yard setback is 15 metres whereas the requested minimum front yard setback is 12.0 metres. The relief is to accommodate the existing greenhouse on the subject lands on the east side of County Road 34. The existing front yard provides space for functional storm water mitigation (i.e. swales). The front yard does not have a negative impact on the adjacent rural residential uses or the rural character of the landscape.

7. Minimum Rear Yard Setback

The required minimum rear yard setback is 15 metres whereas the requested minimum rear yard setback is 6.5 metres. The relief is to accommodate the rear yard of the existing greenhouse on the subject lands on the west side of County Road 34. The rear property line is buffered with vegetation and the adjacent property is occupied with a compatible land use being a greenhouse. The existing rear yard will continue to provide a safe distance between parcels and maintain space for maintenance purposes while ensuring compatibility.

4.0 Planning Analysis

The proposal is consistent with the goals and policies of the PPS, as it retrofits existing greenhouses supported by existing private services. The proposal will retain agricultural lands for agricultural land uses.

The proposal conforms to the County of Essex Official Plan as it maintains the goals identified within the Agriculture designation within the Rural Area of the County. Permitted uses within the County's Agriculture designation include agricultural crops, greenhouses and residential dwellings. Therefore, the proposal is aligned with the permitted uses. Further, the proposal conforms to the Township of Kingsville Official Plan Agriculture designation. The proposed uses are permitted subject to a zoning by-law amendment. The proposal does not involve lot creation.

The existing agricultural lands will be retained for agricultural production. Therefore, an Official Plan Amendment is not required.

The subject lands are zoned General Agriculture (A1) Zone. In order to accommodate the proposed medical marihuana production facility, a Zoning By-law Amendment is required to rezone the subject lands from A1 Zone to a site-specific A1 Zone to permit the proposed use and to modify applicable criteria. The amendment will permit residential uses on-site in support of the agricultural production, permit secondary uses to facilitate the implementation of the crop change over. The subject lands are surrounded by agricultural and rural residential land uses. The existing site design and placement of greenhouses are within 100 metres of residential uses however the operations inside the greenhouse will be arranged to ensure the odour-producing portions of the growing facilities are a minimum setback of 100 metres. The detailed design stage will ensure all required procedures and standards are implemented to maintain public health and safety.

The Zoning By-law Amendment is appropriate for the lands as the proposed agricultural uses are similar in nature to other crops. It will retain greenhouses for agricultural purposes and will provide long-term and seasonal employment utilizing existing private on-site infrastructure.

In conclusion, the proposal, and Zoning By-law Amendment, is consistent with the PPS, conforms to the County of Essex Official Plan and the Township of Kingsville Official Plan and will comply with the Township of Kingsville Comprehensive Zoning By-law 1-2014 General Agriculture (A1) Zone and the Medical Marihuana Production Facility provisions per Section 4.4.6 upon adoption of the proposed by-law amendment. Overall, the proposal demonstrates good land use planning.

5.0 Implementation

This proposed development is to be implemented through the Zoning By-law Amendment process. The amendment will allow for the proposed agricultural uses. A draft site specific by-law has been prepared for each of the subject lands and can be found as **Appendices B and C**. An amendment to the existing site plan agreement will be required to ensure appropriate odour mitigation and security measures are implemented.

6.0 Conclusions

A Zoning By-law Amendment is required to modify the Agriculture (A1) Zone to permit a medical marihuana production facility with site specific provisions to accommodate the proposed use including permitting on-site residential uses in support of the use, reduce the require minimum distance separation to 25 metres that will specifically apply to the germination and propagation stages of the growth cycle and to permit secondary uses to allow for a feasible transition of crops.

The proposed changes to the Township of Kingsville Comprehensive Zoning By-law 1-2014 are consistent with and conform to the applicable planning policy framework as follows:

- They are consistent with the Provincial Policy Statement in that rural lands be used for agricultural uses;
- The lands are suitable for continued agricultural land use as the proposal will retrofit existing greenhouse structures;
- Will not require any capacity increase or expansion of the existing municipal services and infrastructure;
- Represents good planning, retaining agricultural land uses and associated employment within the municipal boundaries of the Township of Kingsville.

In summary, implementation of the proposal through the site specific by-law is appropriate. The proposed development and associated amendment to the Township of Kingsville Comprehensive Zoning By-law 1-2014 is appropriate, desirable and reflects good land use planning for the subject lands.

Respectfully Submitted,
T. Johns Consulting Group Ltd.



Cheryl Selig, MCIP, RPP
Associate

Appendix A: Zoning Sketches

LEGAL DESCRIPTION



LEGEND

- A SECURITY CAMERA
- X— PROPOSED SECURITY FENCE
- 100m BUFFER

REVISIONS

REV.	DESCRIPTION	DATE	INT.
A	ZBA SUBMISSION	16-MAY-2018	KJS
DISCLAIMER			
THIS DRAWING IS THE INTELLECTUAL PROPERTY OF T. JOHNS CONSULTING GROUP LTD. AND IS PROTECTED UNDER COPYRIGHT.			
ANY DISCREPANCIES SHALL BE REPORTED TO T. JOHNS CONSULTING GROUP LTD. PRIOR TO THE START OF CONSTRUCTION.			
THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS OTHERWISE INDICATED.			



3411 WINDSOR ROAD WEST, SUITE 8 MISSISSAUGA, ONTARIO L4V 1N2 P: 905-274-4668 F: 905-274-4669

PROJECT TITLE

CANNACURE GREENHOUSES

1501, 1521, 1523, 1527 TOWN OF RINGSVILLE, ONTARIO

DRAWING TITLE

ZONING SITE PLAN

DRAWN BY	DESIGNED BY
PRINT DATE	PROJECT NUMBER
29-MAY-2018	11001
REVISION	DRAWING NUMBER
A	Z1-1
SCALE	1:1000

LEGAL DESCRIPTION

- NOTES:
1. ALL DIMENSIONS AND MEASUREMENTS APPROXIMATE.
 2. EMERGENCY EXIT GATES TO BE LOCATED AT ALL BUILDING ENTRANCES ALONG STREET FRONTAGE.
 3. CAMERAS SHIELDED FROM VIEWING ADJACENT PROPERTIES.

ZONING CHART			
EXISTING ZONE:		AGRICULTURE (A1) ZONE 1	
PROPOSED ZONE:		AGRICULTURE (A1) ZONE 1, MODIFIED	
ITEM	REGULATION	REQUIRED	PROPOSED
7.1.a	PERMITTED USE		NO
7.1.b	MIN. LOT AREA	2ha	19.4ha
7.2.i	MIN. LOT FRONTAGE	25m	891m
7.2.ii	MIN. INTERIOR SIDE YARD	3m	7.5m
7.2.iii	MIN. FRONT YARD SETBACK	15m	15.9m
7.2.iv	MIN. EXTERIOR SIDE YARD	4.5m	12.1m
7.2.v	MIN. REAR YARD	15m	6.5m
7.2.vi	MAX. LOT COVERAGE	80%	68%
7.2.vii	MAX. BUILDING HEIGHT	15m	YES
7.2.viii	MAX. ACCESSORY STRUCTURE HEIGHT	15m	YES
7.2.ix		15m	YES

EXISTING AGRICULTURE

EXISTING AGRICULTURE

EXISTING RURAL RESIDENTIAL

P.L.N. 75148 - 0257 ESSEX COUNTY ROAD No. 34

(FORMERLY THE WINCH HIGHWAY No. 3 AS WIDDED AND SHOWN ON W/O PLAN P-1518-10, RECD. AS INST. No. 129402, AMENDED BY W/O PLAN P-1518-25, RECD. AS PLAN 12R-1344)

(TRANSFERRED TO THE COUNTY OF ESSEX BY O/C 1729/KA1, W/O PLAN P-2214-25, RECD. AS INST. No. 0894237)



ESSEX COUNTY ROAD No. 34

P.L.N. 75148 - 0257

FORMERLY THE WINCH HIGHWAY No. 3 AS WIDDED AND SHOWN ON W/O PLAN P-1518-10, RECD. AS INST. No. 129402, AMENDED BY W/O PLAN P-1518-24, RECD. AS PLAN 12R-1519)

FORMERLY THE WINCH HIGHWAY No. 3 AS WIDDED AND SHOWN ON W/O PLAN P-1518-10, RECD. AS INST. No. 129402, AMENDED BY W/O PLAN P-1518-24, RECD. AS PLAN 12R-1519)

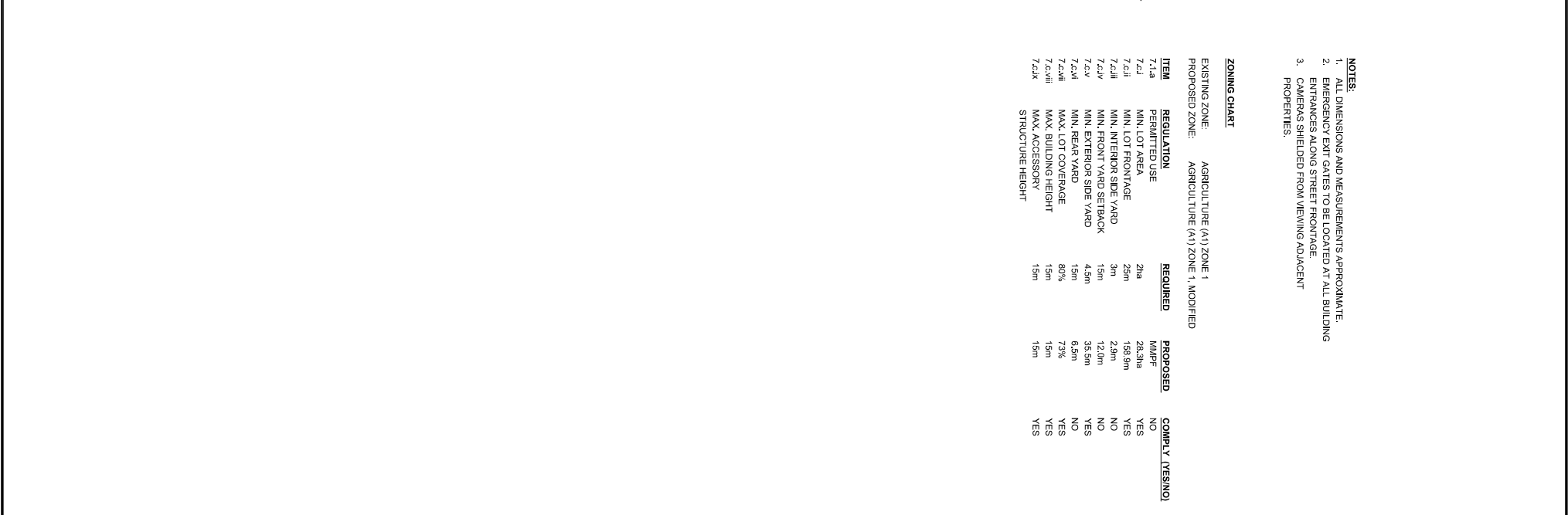
EXISTING AGRICULTURE





EXISTING AGRICULTURE

CONCESSION

EXISTING LIGHT INDUSTRIAL

Plotted by: Kaitlyn Gilta, 29-MAY-2018, 9:30AM



LEGAL DESCRIPTION	
<div></div>	
<div><div>LEGEND</div><div><div> SECURITY CAMERA</div><div> PROPOSED SECURITY FENCE</div><div> 100m BUFFER</div></div></div>	
REVISIONS	

Appendix B:

Draft Zoning Amending By-law 1501,1521,1523,1527 County Road 34

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NO. ____-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 and 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 by adding Subsection XXXX as follows:

7.1. 22 'AGRICULTURE ZONE 1 EXCEPTION ____ (A1-__)

- a) For lands shown as A1-__ on Map ____ 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 any other provisions of By-law 1-2014, as amended, to the contrary, the lands zoned A1-____ shall be deemed to be a single existing lot or parcel of land for zoning setback purposes.

Notwithstanding Section 7.1 of the by-law to the contrary the following shall apply:

- i) Minimum Rear Yard 6.5 metres

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced with 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-___;
- iii) Item g) is deleted and replaced as follows:
 - a. An MMPF growing area shall be located a minimum of 100m from an existing off-site residential use or institutional use;
 - b. Item g) shall not be applicable to an on-site dwelling.

All other items listed under Section 4.46 remain applicable to lands zoned A1-___.

- 2. Schedule "A", Map ___ of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as (legal description) and locally known as 1501, 1521, 1523, 1527 County Road 34 as shown on Schedule "A" cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception ___ (A1-___)'.
- 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 ___ DAY OF _____, 2018.

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

Schedule 'A'



**Part of Lot 21, Concession 4
1501, 1521, 1523, 1527 County Road 34
Zoning By-law Amendment ZBA/X/X**



Scale:
1:10000 metres



Schedule 'A', Map XX of By-law 1-2014 to be 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 XX (A1-XX)'

Appendix C:

Draft Zoning Amending By-law 1506, 1508, 1526, 1640 County Road 34

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NO. ____-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 and 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 by adding Subsection XXXX as follows:

7.1. 22 'AGRICULTURE ZONE 1 EXCEPTION ____ (A1-__) – (A1

- a) For lands shown as A1-__ on Map ____ 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 any other provisions of By-law 1-2014, as amended, to the contrary, the lands zoned A1-__ shall be deemed to be a single existing lot or parcel of land for zoning setback purposes.

Notwithstanding Section 7.1 of the by-law to the contrary the following shall apply:

- | | |
|--------------------------------|-------------|
| i) Minimum Side Yard | 2.90 metres |
| ii) Minimum Front Yard Setback | 12.0 metres |
| iii) Minimum Rear Yard | 6.5 metres |

All other items listed under Section 7.1 remain applicable to lands zoned A1-____.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced with as follows: A residential use accessory to or supportive of the agricultural uses on-site, including a MMPF, is permitted;
- ii) Items d) and i) are not applicable to lands zoned A1-____;
- iii) Item g) is deleted and replaced as follows:
 - a. An MMPF germination and propagation area shall be located a minimum of 25m from an existing off-site residential use or institutional use;
 - b. An MMPF vegetation and flowering area shall be located a minimum of 100m from an existing off-site residential use or institutional use;
 - c. Item g) shall not be applicable to an on-site dwelling.

All other items listed under Section 4.46 remain applicable to lands zoned A1-____.

- 2. Schedule "A", Map ____ of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as (legal description) and locally known as 1506, 1508, 1526, 1640 County Road 34 as shown on Schedule "A" cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception ____ (A1-____)'.
- 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 ____ DAY OF _____, 2018.

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

Schedule 'A'



**Part of Lot 21, Concession 4
1506, 1508, 1526, 1640 County Road 34
Zoning By-law Amendment ZBA/X/X**



Scale:
1:10000 metres



Schedule 'A', Map XX of By-law 1-2014 to be 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 XX (A1-XX)'

Appendix D:

Cannabis Growth Cycle Diagram

Cannabis Growth Cycle

Impact on odor emissions



Images source: Leafly – Amy Phung



Germination

- No odour generated
- 1-2 weeks



Propagation

- No odour
- 2-3 weeks
- Nursery plants



Vegetation

- No to low odour closer to flowering
- 2-8 weeks



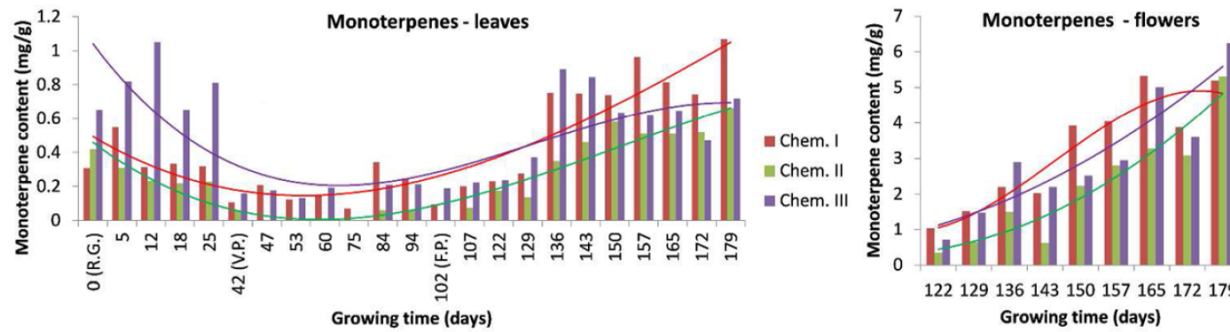
Flowering

- Odour creation step
- 6 to 8 weeks



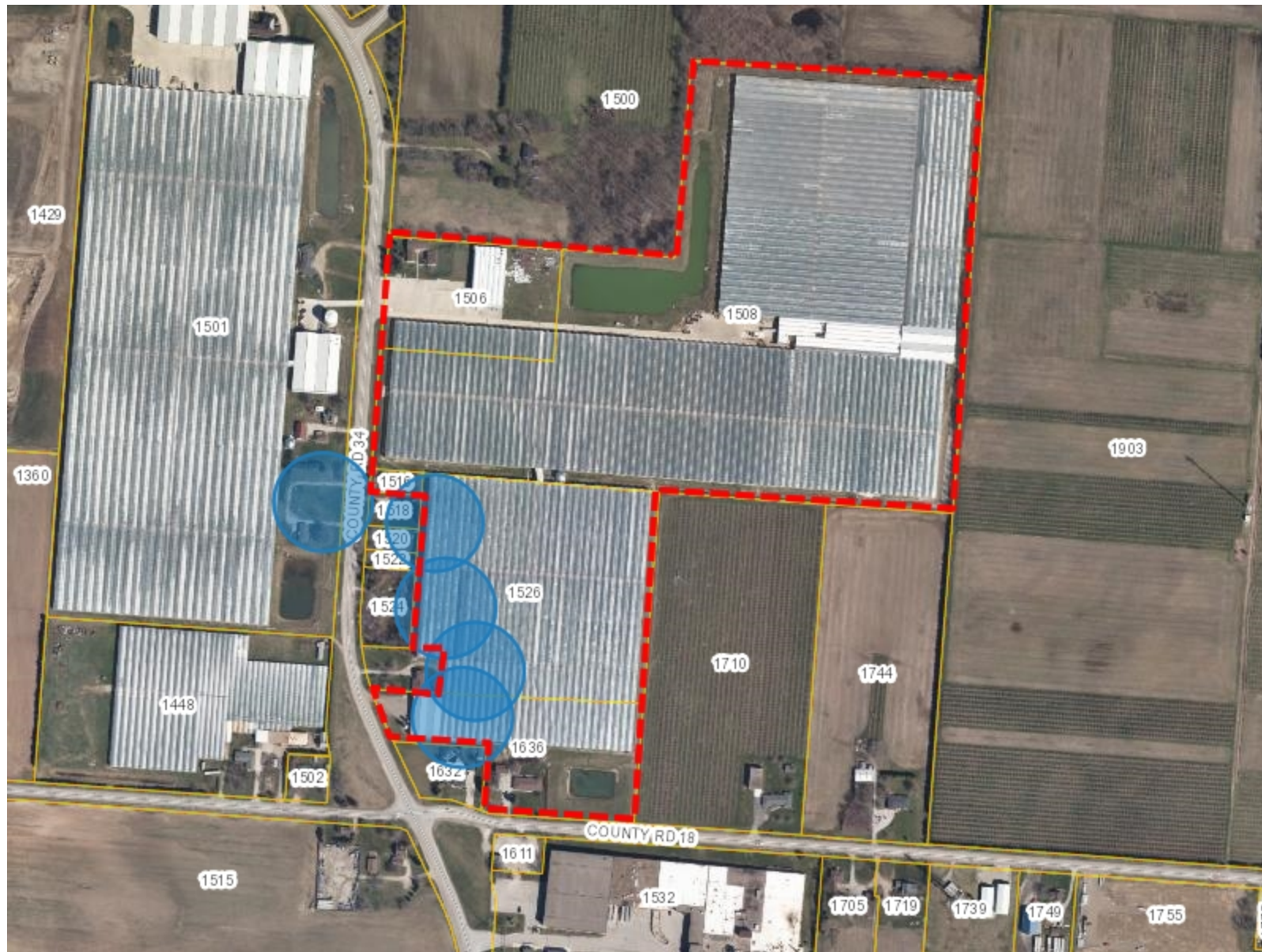
Images source: Leafly – Amy Phung

Terpenes evolution



- Responsible for odour creation in many plants.
- Monoterpenes (such as myrcene) are volatile and represent most of the long range odour in cannabis.
- Largest concentration during flowering: 7mg/g VS 1 mg/g in leaves before flowering.

Reference: Aizpurua-Olaizola, O; Soydaner, U; Öztürk, E; Schibano, D; Simsir, Y; Navarro, P; Etxebarria, N; Usobiaga, A: *J. Nat. Prod.* 2016, 79, 324–331



Legend

Essex Municipalities

<all other values>

Kingsville

Street

Severance

Kingsville Assessment

Notes

MOS Enterprises

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.

0 101.65 203.3 Meters

1: 6,098



7/26/2018

- NOTES:
1. ALL DIMENSIONS AND MEASUREMENTS APPROXIMATE.
 2. EMERGENCY EXIT GATES TO BE LOCATED AT ALL BUILDING ENTRANCES ALONG STREET FRONTAGE.
 3. CAMERAS SHIELDED FROM VIEWING ADJACENT PROPERTIES.

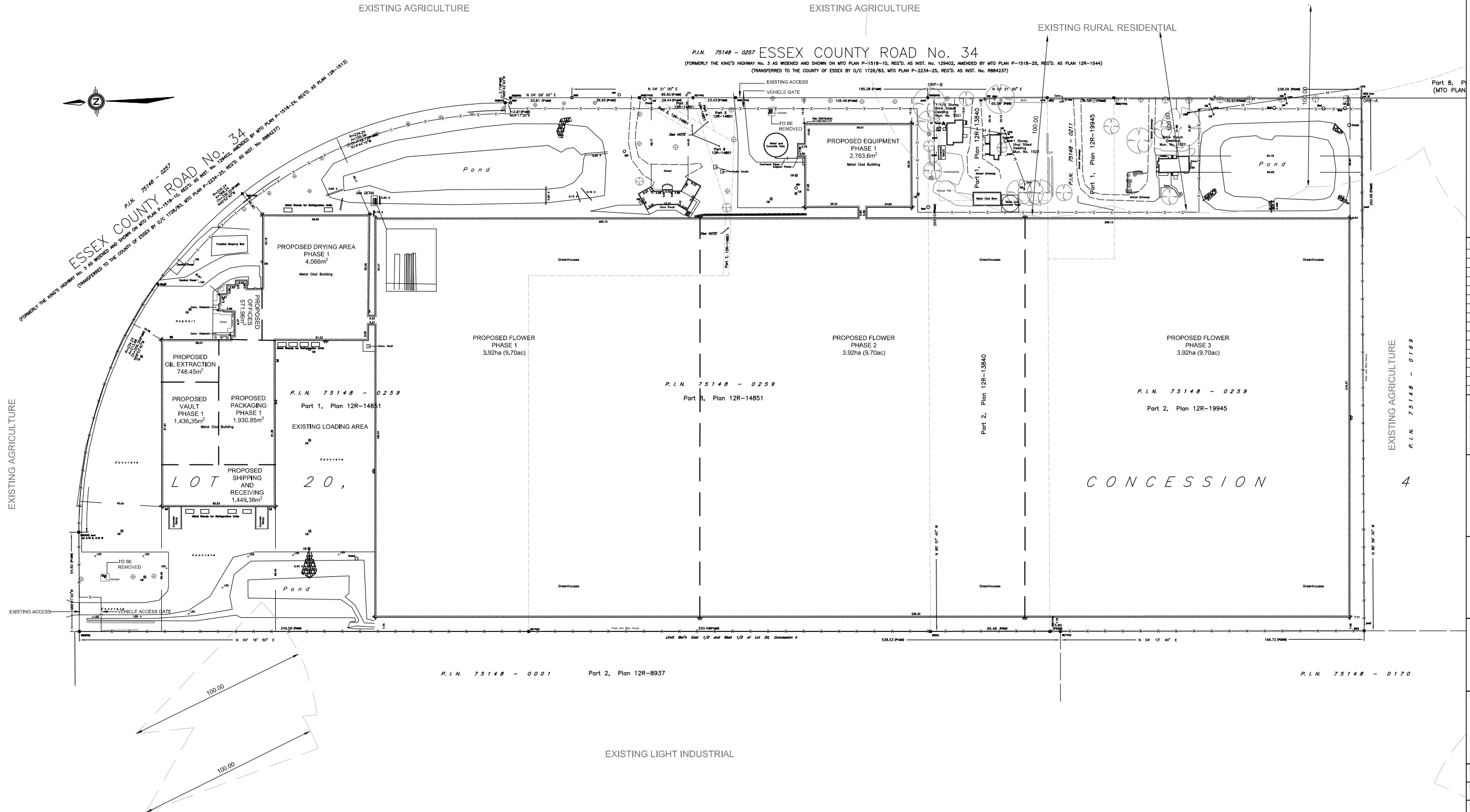
ZONING CHART

EXISTING ZONE: AGRICULTURE (A1) ZONE 1

PROPOSED ZONE: AGRICULTURE (A1) ZONE 1, MODIFIED

ITEM	REGULATION	REQUIRED	PROPOSED	COMPLY (YES/NO)
7.1.a	PERMITTED USE		MMPF	NO
7.c.i	MIN. LOT AREA	2ha	19.4ha	YES
7.c.ii	MIN. LOT FRONTAGE	25m	891m	YES
7.c.iii	MIN. INTERIOR SIDE YARD	3m	7.5m	YES
7.c.iv	MIN. FRONT YARD SETBACK	15m	15.9m	YES
7.c.v	MIN. EXTERIOR SIDE YARD	4.5m	12.1m	YES
7.c.vi	MIN. REAR YARD	15m	6.5m	NO
7.c.vii	MAX. LOT COVERAGE	80%	68%	YES
7.c.viii	MAX. BUILDING HEIGHT	15m	15m	YES
7.c.ix	MAX. ACCESSORY STRUCTURE HEIGHT	15m	15m	YES

Appendix D



LEGAL DESCRIPTION



LEGEND

- △ SECURITY CAMERA
- X— PROPOSED SECURITY FENCE
- 100m BUFFER

REVISIONS

REV.	DESCRIPTION	DATE	INIT.
A	ZBA SUBMISSION	15-MAY-2019	KG
DISCLAIMER			
THIS DRAWING IS THE INTELLECTUAL PROPERTY OF T. JOHNS CONSULTING GROUP LTD. AND IS PROTECTED UNDER COPYRIGHT.			
ANY DISCREPANCIES SHALL BE REPORTED TO T. JOHNS CONSULTING GROUP LTD. PRIOR TO THE START OF CONSTRUCTION.			
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310 LIMERIDGE ROAD WEST, SUITE 6 P 905-574-1993
HAMILTON ONTARIO, L9C 2V2 F 905-527-9559

PROJECT TITLE

CANNACURE GREENHOUSES

1501, 1521, 1523, 1527
TOWN OF KINGSVILLE, ONTARIO

DRAWING TITLE

ZONING SITE PLAN

DRAWN BY	DESIGNED BY
PRINT DATE	PROJECT NUMBER
29-MAY-2018	11601
REVISION	DRAWING NUMBER
A	Z1-1
SCALE	
1:1000	



regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West
Suite 311, Essex, ON N8M 1Y6

June 27, 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-16-18 1501 COUNTY RD 34
ARN 371139000004400; PIN: 751480259
Applicant: MOS Enterprises Ltd.

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-16-18. The intent of the application is to provide relief from specific sections of the by-law 4.46 as it relates to medical marihuana production facilities.

ERCA has no objection to this zoning by-law amendment.

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,

Michael Nelson
Watershed Planner
/mn

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 95-2018

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:

7.1.71 'AGRICULTURE ZONE 1 EXCEPTION 71 (A1-71)'

- a) For lands shown as A1-71 on Map 44 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 any other provision of By-law 1-2014, as amended, to the contrary, for lands zoned A1-71 a medical marihuana production facility shall require the installation and maintenance of an Air Treatment Control (ATC) system designed by a qualified person. Prior to the beginning of any growing operations of the licensed MMPF the owner/operator must demonstrate to the satisfaction of the Town, including the submission of a maintenance schedule that the ATC is installed and operational as per the design specifications to maintain no perceptible marihuana odour or transmission of odour control agents beyond the property line.

Odour control agents used as part of an Air Treatment Control system must be approved for use by Health Canada or demonstrate no negative impact to the satisfaction of the Town.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: An existing 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 A1-71;
- iii) Item g) is deleted and replaced as follows:
 - a. an MMPF growing area shall be located a minimum of 100 m from an existing off-site residential use or institutional use;
 - b. item g) shall not be applicable to an on-site bunkhouse or off-site dwelling under the same ownership as the lands zoned A1-71.

All other items listed under Section 4.46 remain applicable to lands zoned A1-71.

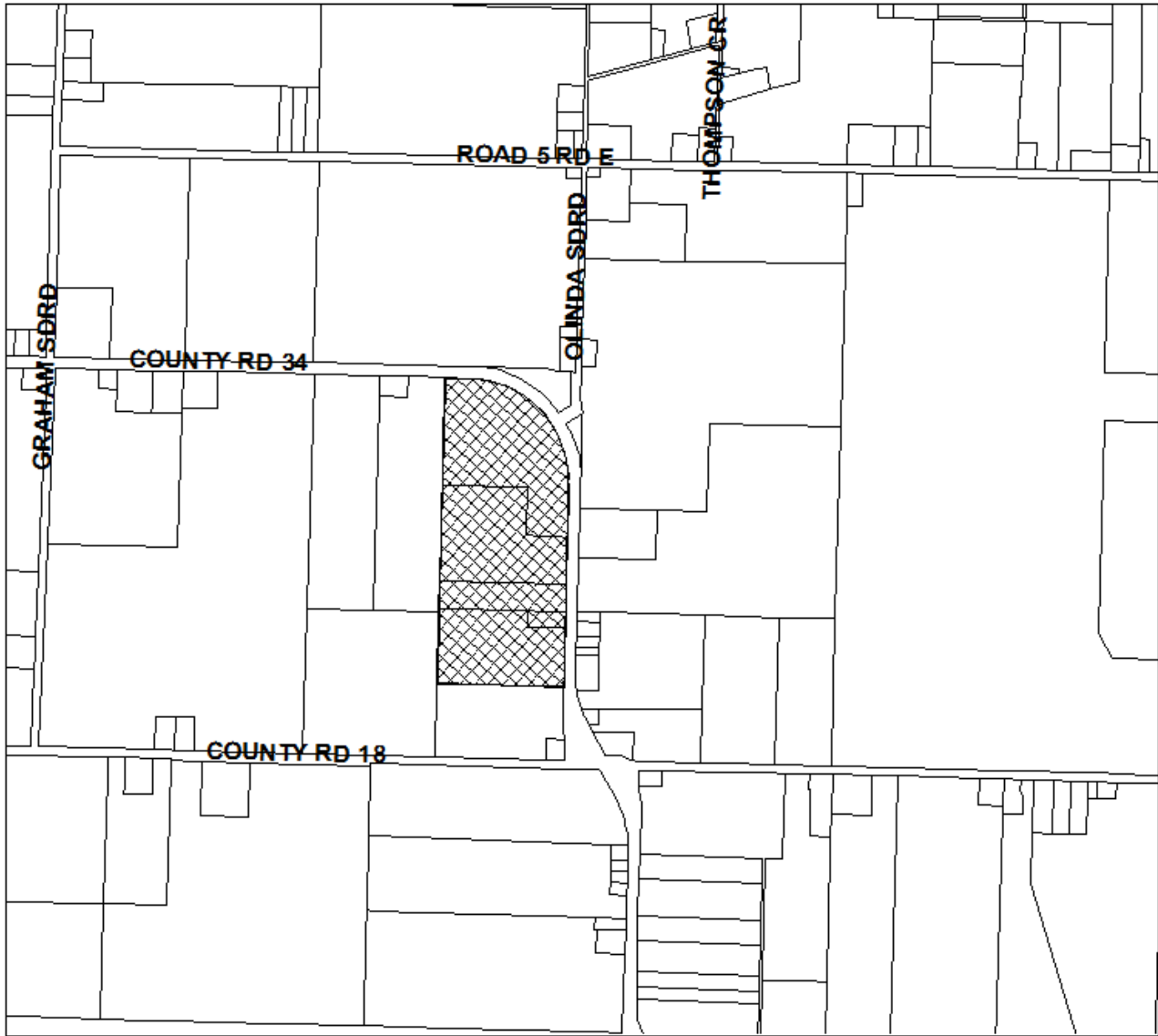
2. Schedule "A", Map 44 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 20, Concession 4 ED, Parts 1 to 8, RP 12R 14851 & Parts 1 & 2 RP 12R 13840 & Parts 1 & 2, RP 12R 19945 and locally known as 1501, 1521, 1523 & 1527 County Road 34 as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 71 (A1-71)'.
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 13th DAY OF AUGUST, 2018.

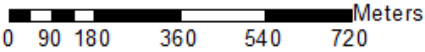
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule 'A'



Part of Lot 20, Concession 4 ED
1501, 1521, 1523 & 1527 County Road 34
Zoning By-law Amendment ZBA/16/18



Schedule "A", Map 44 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 71 (A1-71)'



NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING: ZONING BY-LAW AMENDMENT

APPLICATION: **ZONING BY-LAW AMENDMENT FILE ZBA/17/18**
(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)

OWNER: **Kaptial Produce Ltd.**

LOCATION OF PROPERTY: **1506, 1508, 1526 & 1640 County Road 34**
Part of Lot 21, Concession 4 ED, Parts 1 & 2, RP 12R
15280, Part 14, RP 12R 1554 & Part 1, RP 12R 22797

PURPOSE OF APPLICATION:

The subject land is a 28.3 ha (70 ac.) farm parcel containing approximately 19.87 ha (49.1 ac.) of greenhouse along with support facilities. The property is subject to an existing site plan approval dating back to 2006 with at least two subsequent amendments since then in 2009 and 2010. The applicant is seeking approval of a zoning 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 a medical marihuana production facility (MMPF) 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) In order to permit the proposed use on the subject property relief in part or in whole will need to be granted from Section c), d), e) g) and i). Recent changes to the requested zoning for MMPFs has led to the addition of odour control provisions as a requirement of the zoning.

A **PUBLIC MEETING** OF COUNCIL will be held on:

WHEN: **August 13, 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 would otherwise have an ability to appeal the decision of Council for the Town of Kingsville to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submission to the Town of Kingsville before the zoning by-law is adopted, the person or public body is not entitled to appeal the decision.

IF A PERSON or public body does not make oral submissions at a public meeting, or make written submission to Council before the zoning by-law is adopted or the zoning by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

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 July 24, 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: July 26, 2018

To: Mayor and Council

Author: Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

RE: Zoning By-law Amendment Application ZBA/17/18 by
Kapital Produce Ltd. – 1506, 1508 & 1526 County Road 34 & 1636
Road 4 E, Part of Lot 21, Concession 4 ED, Parts 1 & 2, RP 12R 15280,

Report No.: PDS 2018-045

AIM

To provide Council with information regarding a request for a zoning amendment to permit a medical marihuana production facility as a permitted use, address relief or exemption from certain provisions under Section 4.46 of the Kingsville Zoning By-law and establish odour control provisions.

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 is to add a medical marihuana production facility as a permitted use utilizing up to 19.87 ha (49.1 acre) of existing 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. Lastly, the amendment will include odour control provisions that require a professionally designed system to be installed and operational prior to the start of growing. As supplementary information to the planning report the applicant has provided additional background in the form of a planning justification report (PJR) which is attached as Appendix B. The prospective operator of the greenhouse is also in the process of acquiring lands on the west side of County Road 34 which would operate in concert with the subject property. Those lands are part of a separate application for similar zoning approval.

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 replacement 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 ongoing experience with ACMPR 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 have also seen interest in or development of medical marihuana facilities.

There are five dwellings which are located within the required 100 m setback. (1518, 1520, 1522 & 1524 County Road 34 and 1632 Road 4 E.). As noted on past approval requests no reductions in the 100 m setback will be considered until such time as any given operation can clearly demonstrate that there will be no impact on an abutting use. Any potential reduction request would require additional approval through a public process.

Mapping has been provided (Appendix C) which shows the impact of the 100 m setback on the existing greenhouse. The applicant has also provided details on the exclusion areas. (Appendix D) There is impact to the greenhouse however the applicant has also included details in the PJR that highlight the fact that not all stages of the plant growing process generate odour making it possible to utilize areas within the exclusion zones for other stages of growth. It is further important to understand that each stage of development in the plants is done in segregation of the other. Growing facilities for medical cannabis are subdivided internally to accommodate the various stages of growth. The traditional understanding of greenhouse vegetable production is considerably different from that of how cannabis production occurs.

- 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 and off-site dwellings if any under the same ownership as the subject property.

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.

In addition to the amendment to Section 4.46 the zoning on the property will include odour control provisions as a requirement of any MMPF establishment on the site.

Comment: It has been determined that there is a need to more directly address odour control as a requirement of zoning versus solely relying on site plan control or the Health Canada licensing requirements. Inclusion in the site-specific zoning amendment, particularly for MMPF establishments, will provide local input and enforcement without overstepping Federal regulations since Health Canada requires all Part 1 operations to maintain odour control of their operations.

The specific provisions in the by-law will require the installation of an air treatment control system that will incorporate the use of a multi-stage carbon filtration, or similar technology. This must be designed by a qualified person and the owner must demonstrate that the system has been installed and is operational as per the design specification prior to the start of any growing operations. As part of the design process for the odour control the owner will also be required to provide a maintenance schedule for the system to insure that it remains operationally efficient.

An additional aspect of odour control for MMPFs is the use of odour neutralization systems which are added to exhaust areas to supplement the main control system. As part of the ongoing public discussion there was some concern expressed about the possible control agents used to neutralize odours and what long-term impact they may have.

To address this the approach involves two steps. First to determine, as part of the odour control system design, if and what will be used for neutralization and second to require in the zoning provision that no transmission of odour control agents be permitted beyond the property line of the subject facility. This would apply to all control agents and would require that the products being used are approved for use by Health Canada or can demonstrate to the satisfaction of the Town that there will be no negative impact.

Site Plan Approval

As per Section 4.46 b) site plan control is to apply to MMPF. The subject lands do currently have an approved site plan and associated site plan agreement in place starting in 2006 with subsequent amendments in 2009 and 2010. As noted above the applicant does have a prospective purchaser for the property and will be proceeding with licensing, if

approved. Once the formal licensing process is started the applicant should initiate the site plan amendment process. At that time issues such as fencing, lighting, buffering, landscaping and location of ventilation equipment will be incorporated as part of the amending agreement along with consultation with surrounding land owners.

LINK TO STRATEGIC PLAN

Support growth of the business community.

FINANCIAL CONSIDERATIONS

There are no financial considerations at this stage of the approval process.

CONSULTATIONS

In accordance to O. Reg 545/06 of the *Planning Act*, property owners within 120m of the subject site boundaries are to receive the Notice of Open House/ Public Meeting by mail. With the increased interest in these types of applications, the circulation was increase to 200 m. Information of the proposed amendment was also posted to the Town website.

At the time of writing, a number of public comments both written and verbal have been received primarily about this application but also the associated MOS Enterprises request. Odour, fencing and lighting continue to be the main concerns. As noted with past applications, odour will be a zoning requirement while light and fencing will be included as part of the subsequent site plan amendment that will be required.

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">• Comment is attached as Appendix E• No objections
County of Essex	<ul style="list-style-type: none">• The site has existing accesses to the County Roads. Any modifications, changes or requests for new access will require County approval and permits
Town of Kingsville Management Team	<ul style="list-style-type: none">• 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.

RECOMMENDATION

It is recommended that Council approve zoning by-law amendment ZBA/17/18 to:

permit a medical marihuana production facility on property located at 1506, 1508 & 1526 County Road 34 & 1632 Road 4 E;

address the required relief or exemption from specific provisions in Section 4.46 of the Kingsville Zoning By-law as defined in the amending by-law;

add odour provisions as outlined in the attached amendment, and

adopt the implementing by-law.

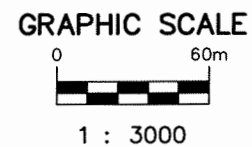
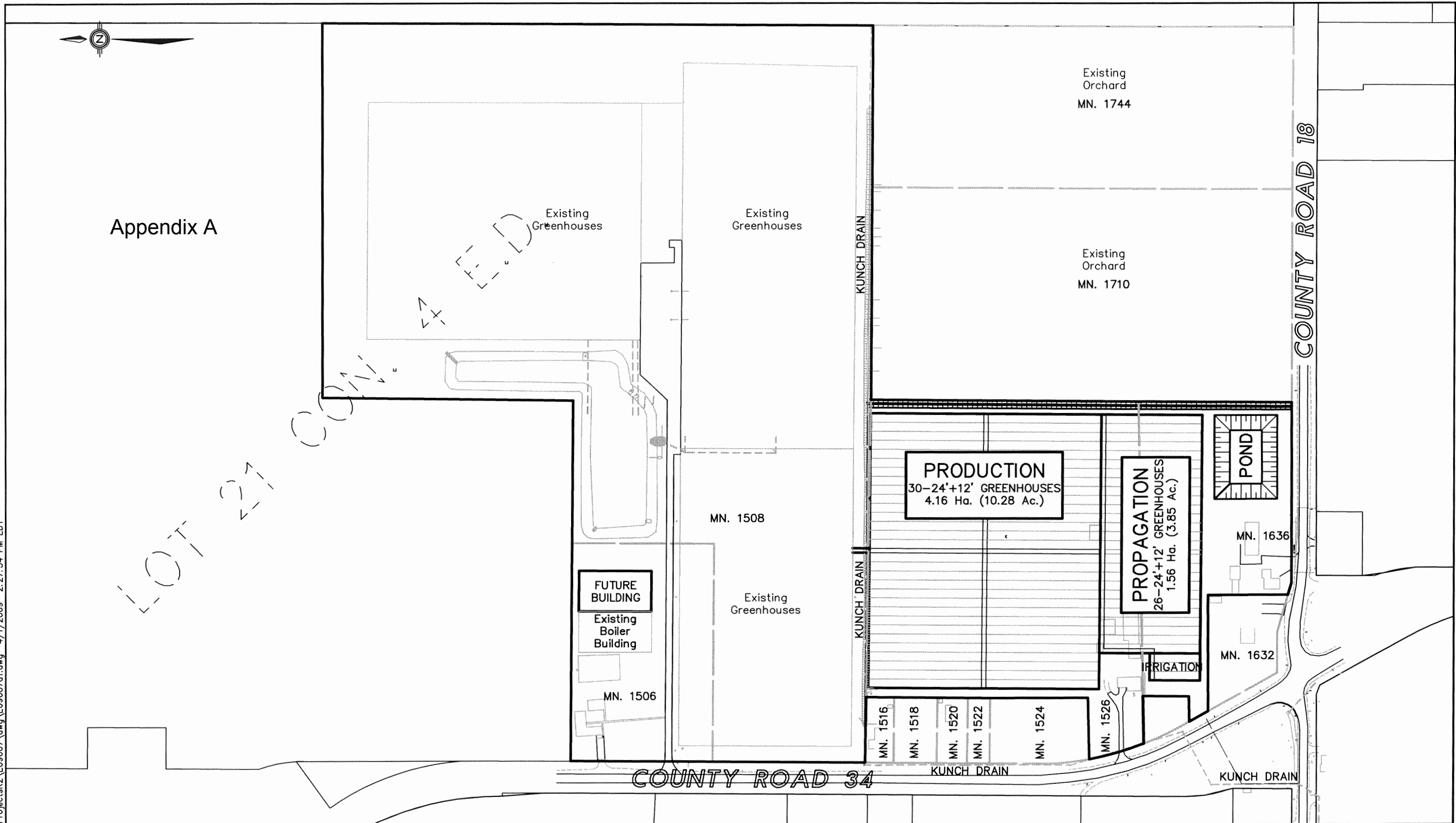
Robert Brown

Robert Brown, H. BA, MCIP, RPP
Manager, Planning Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

\\Athlon24\drive d projects\LandProjects\2\09007\dwg\09007d1.dwg 4/1/2009 2:27:54 PM EDT



SITE DETAILS

TOTAL PROPERTY AREA = 28.182 Ha.
EXISTING BUILDING AREA = 12.526 Ha.
PROPOSED BUILDING AREA = 6.00 Ha.
COVERAGE = 65.8%

**KAPITAL PRODUCE
GREENHOUSE EXPANSION**
FOR OLLIE MASTORNARDI - 1508 COUNTY ROAD 34
IN THE
TOWN OF KINGSVILLE
IN THE
COUNTY OF ESSEX • ONTARIO

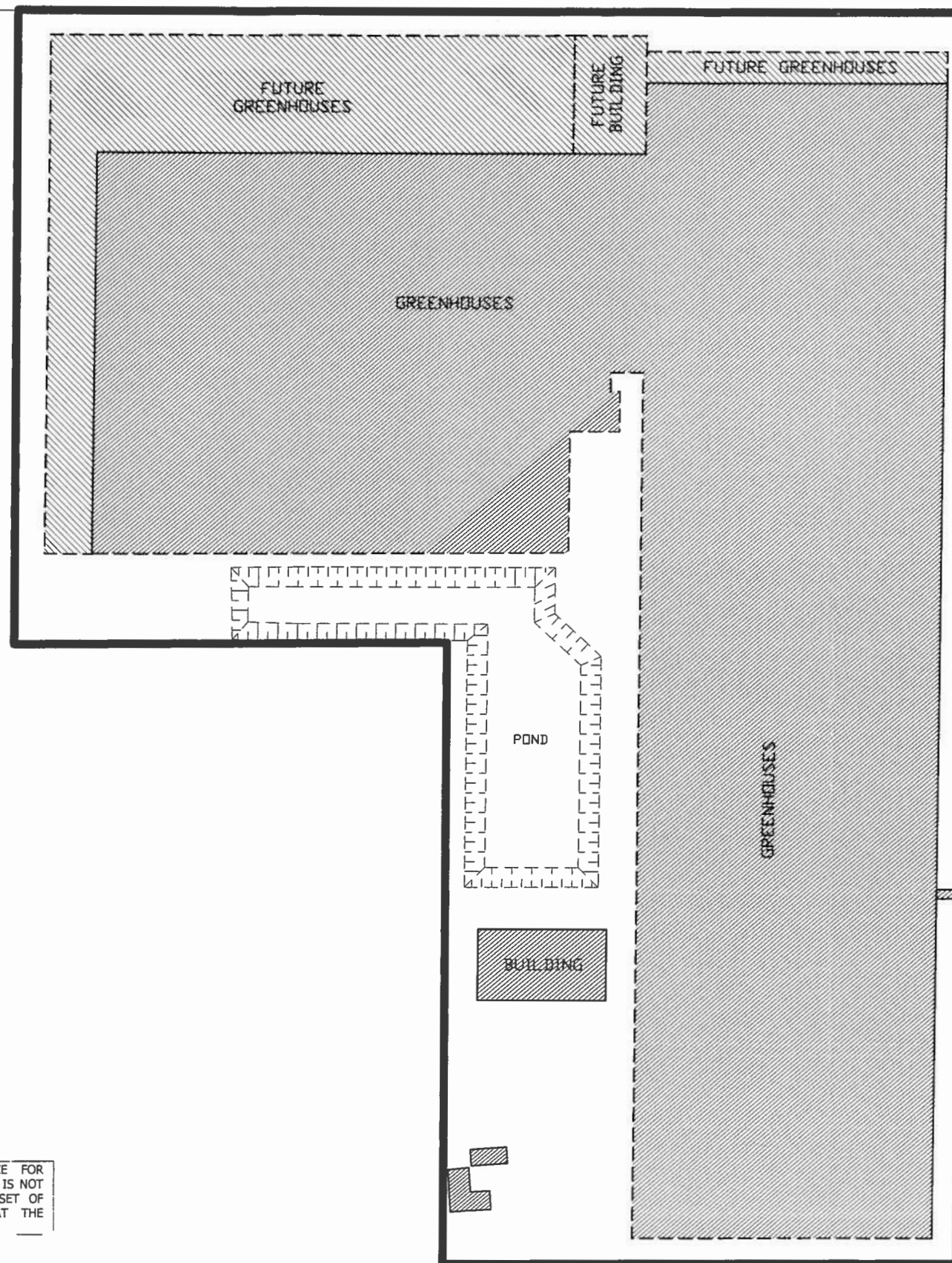
N. J. Peralta Engineering Ltd.

45 DIVISION STREET NORTH
KINGSVILLE, ONTARIO
N9Y 1E1
DATE: APRIL 1st, 2009

FILE No.:
E09-007

DRAWN BY: H.C.M.
PLOT CODE: 1:1
FILE: E09-007D1.DWG

SITE PLAN



LEGEND		
EXISTING GREENHOUSES/BUILDINGS	44.52 ACRES	64.02%
FUTURE GREENHOUSES/BUILDING	5.24 ACRES	7.54%
OPEN SPACE	19.78 ACRES	28.44%
TOTAL AREA	69.54 ACRES	100.00%

Appendix A-2

COUNTY ROAD NO. 18

EXISTING BUILDING
(TYPICAL)

THIS PLAN HAS BEEN REDUCED IN SIZE FOR PRESENTATION PURPOSES AND THEREFORE IT IS NOT TO THE SCALE INDICATED. A FULL SIZE SET OF DRAWINGS IS AVAILABLE FOR REVIEW AT THE MUNICIPAL OFFICE.

(COUNTY ROAD NO. 34)



date: FEBRUARY 05, 2010

Bruce D. Crozier
BRUCE D. CROZIER, P.Eng.

DATE	REVISIONS



**BRUCE D. CROZIER
ENGINEERING INC.**
CONSULTING ENGINEER
89 QUEEN'S AVENUE, SUITE #1,
LEAMINGTON, ONTARIO
N8H 3H1

project title: **KAPITAL PRODUCE
TOWN OF KINGSVILLE**
sheet title: **SITE PLAN**

date: FEB 05/10
scale: 1" = 100'
drawn by: A.P.
checked by: B.D.C.
project no: BC-09-065
sheet no: **1**

Appendix B



Planning Justification Report

1501,1521,1523,1527 & 1506,1508,1526,1640 County Road 34
Town of Kingsville, County of Essex, Ontario

May 2018

Prepared For:
Cannacure Corporation
333 Jarvis Street
Fort Erie, ON L2A 2S9

Prepared By:
T. Johns Consulting Group Ltd.
310 Limeridge Road West, Suite 6
Hamilton, ON L9C 2V2

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3.3	Town of Kingsville Official Plan	8
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List of Appendices

- Appendix A - Zoning Sketches**
- Appendix B - Draft Amending Zoning By-law**
- Appendix C - Draft Amending Zoning By-law**
- Appendix D - Cannabis Growth Cycle Diagram**

1.0 Introduction

T. Johns Consulting Group Ltd. has been retained by the prospective purchasers, Cannucure Corporation, to provide a Planning Justification Report in support of the Zoning By-law amendment application to rezone the lands municipally known as 1506, 1508, 1526, 1640 and 1501, 1521, 1523, 1527 County Road 34, Town of Kingsville in the County of Essex to permit a Medical Marihuana Production Facility. This report includes an overview of the subject lands in context with surrounding lands uses, a detailed description of the proposed use, and a detailed review of the pertinent planning framework in support of the proposed amendments.

1.1 Property Description

The subject lands are made up of multiple parcels located on both the east and west side of County Road 34, north of County Road 18 (Road 4 East). The subject lands on the east side of the County Road 34 are legally described Part of Lot 21, Concession 4, Eastern Division Gosfield Designated As Part 1 on Plan 12R15280; Part 2 Plan 12R15280; As R1372997; Part 14 on Plan 12R1554; Part 1 on Plan 12R22797, Town of Kingsville, and County of Essex, Ontario; and municipally known as 1506, 1508, 1526, 1640 County Road 34.

The subject lands on the west side of County Road 34 legally described as Part of Lot 20 Concession 4 Eastern Division Gosfield Designated As Parts 1 to 8 on Plan 12R14851, Parts 1 & 2 on Plan 12R13840 & Parts 1 & 2 on Plan 12R19945, Town of Kingsville, and County of Essex, Ontario; and municipally known as 1501, 1521, 1523, 1527 County Road 34 (**See Figure 1 - Location Plan**).

1506, 1508, 1526, 1640 County Road 34, make up an irregular shaped parcel with an approximate total land area of 28.25 hectares (69.81 acres) with an approximate total frontage of 332.17 metres along County Road 34. 1640 County Road 34 has approximately 156.85 metres of frontage along County Road 18. The subject lands contain three (3) greenhouse buildings with an approximate total growing area of 19.6 hectares (48.4ac) and three (3) one-storey single detached dwellings, one being on the north side of the subject lands with a side yard along County Road 34, another more south on the property fronting County Road 34 and the other being on the far south side of the subject lands with frontage along County Road 18 (**See Figure 2 - Aerial Map**).

1501, 1521, 1523, 1527 County Road 34 are rectangular shape with a curved northerly lot line, following the bend of County Road 34. The subject lands have an approximate area of 19.40 hectares (47.9 acres) with approximately 891 metres of frontage along County Road 34. The subject lands contain multiple existing buildings typical of an agricultural operation. From the most northerly end of the site access will be maintained, one (1) cooler/distribution building and one (1) office building with a packing area. A greenhouse with a total growing area of 11.70 ha. The site also contains four (4) single detached dwellings along County Road 34 and three (3) stormwater management ponds (**See Figure 2 - Aerial Map**).

1.2 Surrounding Land Uses

The lands are located within the Rural area of the Town of Kingsville. The immediate surrounding uses are made up of agricultural, medium industrial, recreational and rural residential uses.

2.0 Proposed Development

The intent is to rezone the subject lands to permit the use of a medical marihuana production facility (“MMPF”). The proposed agricultural operation will utilize the existing buildings on site. The marihuana will be grown and processed in the existing greenhouses with ancillary uses such as drying, oil extraction, distribution and office uses in the buildings as described. The existing single-detached dwellings will be kept and used for housing of the farm employees.

The proposed operation will follow the policies and standards pursuant to the *Access to Cannabis for Medical Purposes Regulations* imposed by Health Canada licensing including security and odour mitigation. All existing accesses from County Road 34 will be maintained (**See Appendix A - Zoning Sketches**).

2.1 Planning Applications

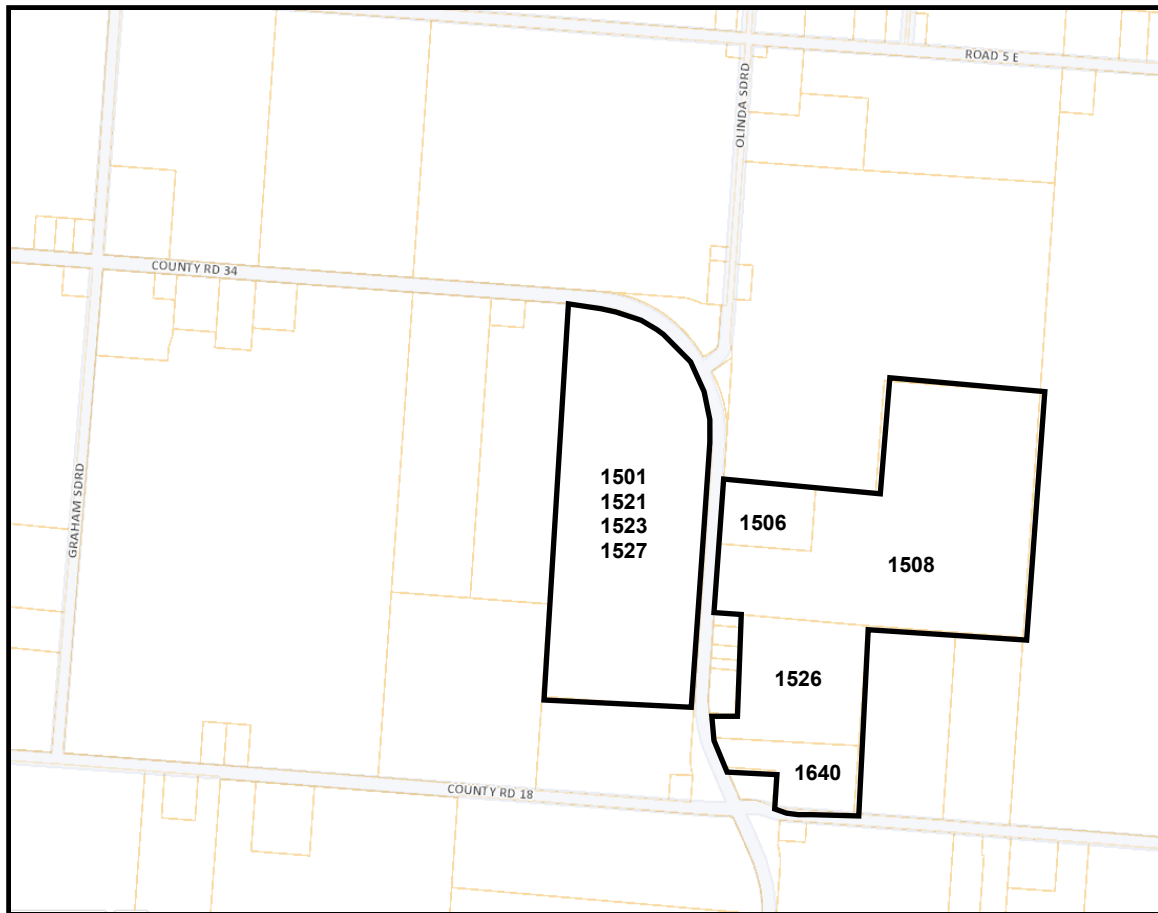
A meeting was held with Town and County Staff on March 26th, 2018 to discuss the proposal. The meeting confirmed that approval of a Zoning By-law Amendment (“ZBA”) is required to amend the zoning on the subject lands to facilitate the proposed Medical Marihuana Production Facility. A Planning Justification Report and an Odour Mitigation Strategy are required to be completed and submitted in support of the application.

The requested ZBA will rezone the subject lands from Agricultural (A1) Zone to a site specific Agricultural (A1) Zone (**See Appendix B & C - Draft Amending Zoning By-law**).

2.2 Odour Mitigation Strategy

Cannacure Corporation will use best practice efforts to mitigate odour by using odour cannons and exhaust filtration filters to help reduce odour and mask scent. A specific odour mitigation strategy will be finalized and employed during the federal licensing process.

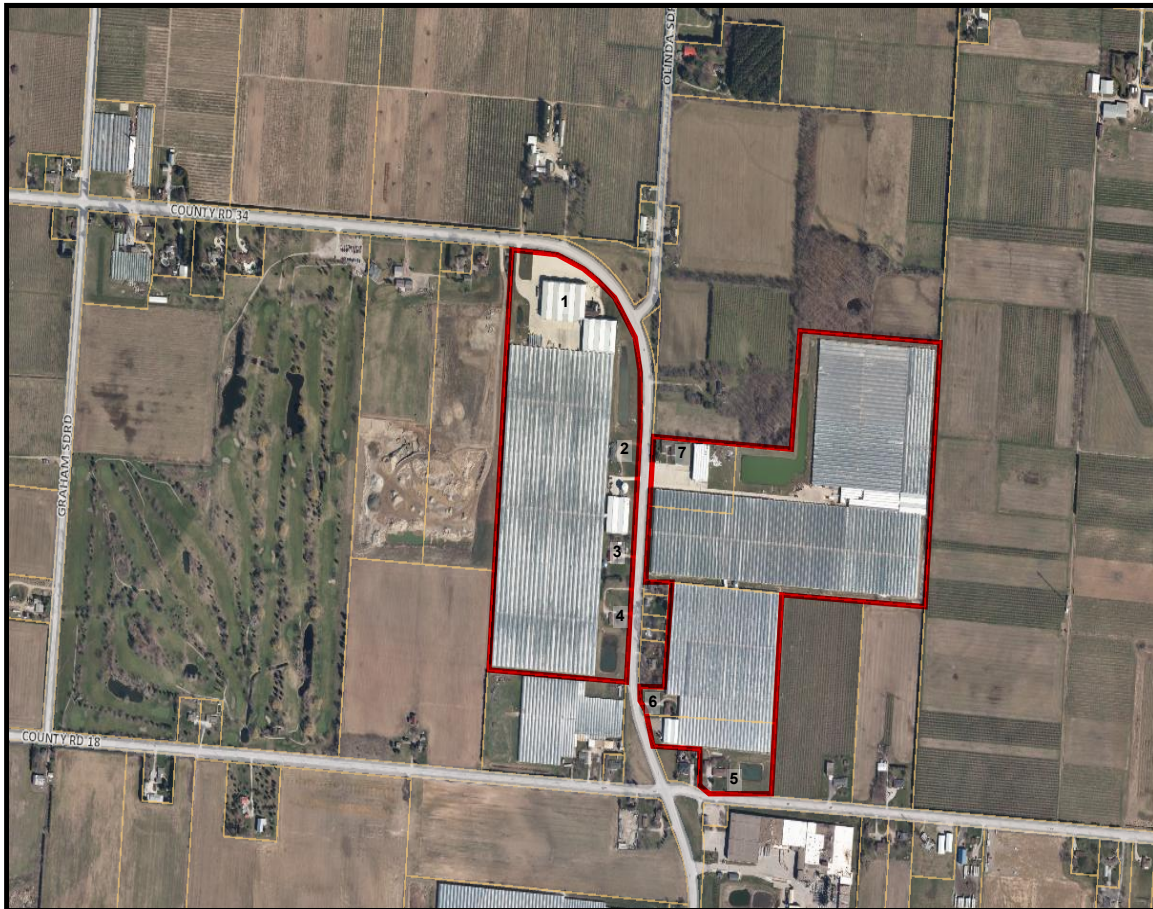
Figure 1
Location Plan



SUBJECT LANDS

1501, 1521, 1523, 1527 & 1506, 1508, 1526, 1640 County Road 34,
Township of Kingsville, County of Essex

Figure 2
Aerial Plan



SUBJECT LANDS

1501, 1521, 1523, 1527 & 1506, 1508, 1526, 1640 County Road 34,
 Township of Kingsville, County of Essex

LEGEND

- 1** Distribution Centre and Office
- 2** Single Detached Dwelling
- 3** Two Single Detached Dwellings & Accessory Structure
- 4-7** Single Detached Dwelling

3.0 Planning Framework

This section reviews the planning documents applicable to the subject property, which include the Provincial Policy Statement, Essex County Official Plan, Town of Kingsville Official Plan and the Town of Kingsville Comprehensive Zoning By-law 1-2014, as amended.

3.1 Provincial Policy Statement, 2014

The Provincial Policy Statement (“PPS”) came into effect on April 30, 2014 as a policy-led regulating document that provides direction on provincial interest related to managing land use planning and development. The subject lands are within the rural area of the Township of Kingsville in the County of Essex.

The following applicable policies have been noted and reviewed:

1.1.4 Rural Areas in Municipalities

1.1.4.1 Healthy, integrated and viable rural areas should be supported by:

- a. building upon rural character, and leveraging rural amenities and assets;*
- b. promoting regeneration, including the redevelopment of brownfield sites;*
- c. accommodating an appropriate range and mix of housing in rural settlement areas;*
- d. encouraging the conservation and redevelopment of existing rural housing stock on rural lands;*
- e. using rural infrastructure and public service facilities efficiently;*
- f. promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management of resources;*
- g. providing opportunities for sustainable and diversified tourism, including leveraging historical, cultural, and natural assets;*
- h. conserving biodiversity and considering the ecological benefits provided by nature; and*
- i. providing opportunities for economic activities in prime agricultural areas, in accordance with policy 2.3.*

1.1.4.2 In rural areas, rural settlement areas shall be the focus of growth and development and their vitality and regeneration shall be promoted.

1.1.4.3 When directing development in rural settlement areas in accordance with policy 1.1.3, planning authorities shall give consideration to rural characteristics, the scale of development and the provision of appropriate service levels.

1.1.4.4 Growth and development may be directed to rural lands in accordance with policy 1.1.5, including where a municipality does not have a settlement area.

Planning Comment:

The proposal will maintain the rural character of Kingsville, as the proposed site plan retains the existing residential and greenhouse buildings. The proposal does leverage on the fact the greenhouses exist on the subject lands and therefore maintain important agricultural assets. The proposal will regenerate the subject lands by retrofitting the existing greenhouse buildings to produce a crop that is being introduced as a commodity in the future growth of the Province. The existing distribution building with loading docks and the office building will be retained for the operation of the proposed use. The existing single-detached houses will be conserved to house farm help on-site. The proposed agricultural use, medical marihuana, will promote diversification of the agricultural economy and provide employment opportunities. Medical Marihuana requires specialized professionals and farm help to maintain the production facilities' daily operations. As the operation will occur within the existing greenhouses, the surrounding natural environment will be conserved. The subject lands are existing with on-site private water services and storm water ponds that have the capacity to withstand the needs of the operations, thereby mitigating unintended consequences such as water-infiltration into the surrounding natural environment. The proposed agricultural use is appropriate for the rural lands and will provide a commodity that is in demand due to new Federal and Provincial legislation.

2.3 Agriculture

2.3.1 *Prime agricultural areas* shall be protected for long-term use for agriculture.

Prime agricultural areas are areas where *prime agricultural lands* predominate. *Specialty crop areas* shall be given the highest priority for protection, followed by Canada Land Inventory Class 1, 2, and 3 lands, and any associated Class 4 through 7 lands within the *prime agricultural area*, in this order of priority.

2.3.2 Planning authorities shall designate *prime agricultural areas* and *specialty crop areas* in accordance with guidelines developed by the Province, as amended from time to time.

2.3.3 Permitted Uses

2.3.3.1 In *prime agricultural areas*, permitted uses and activities are: *agricultural uses*, *agriculture-related uses* and *on-farm diversified uses*.

Proposed *agriculture-related uses* and *on-farm diversified uses* shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.

- 2.3.3.2 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.
- 2.3.3.3 New land uses, including the creation of lots, and new or expanding livestock facilities shall comply with the *minimum distance separation formulae*.

Planning Comment:

The proposal will maintain an agricultural land use. The proposed medical marihuana production facility's daily operations will be contained within the greenhouses. Surrounding agricultural land uses include greenhouses and traditional farming fields. The proposed use will be compatible with the surrounding agricultural operations. The medical marihuana agricultural use will be within existing greenhouses with a total approximate footprint of 31 hectares. The proposed crop will be regulated by federal legislation and licensing. The proposed use is known for incompatibilities related to odour. The odour will be mitigated via setbacks as determined by the Zoning By-law and mitigation technologies.

The proposal will repurpose existing greenhouses to maintain an agricultural use, being a medical marihuana production facility, that will maintain the rural landscape of the Township of Kingsville. The proposed use will not have negative impacts on the surrounding natural environment or existing agricultural operations. The operation will be supported by existing on-site private infrastructure and provide residential accommodations for farm help. The proposed crop is in response with the changing Federal and Provincial markets and legislation. The proposed crop will contribute to agricultural diversity within the Town and the County.

The proposal is **consistent** with the PPS, 2014.

3.2 County of Essex Official Plan

The County of Essex Official Plan came into force and effect in April 2014 with the general purpose of providing goals and policies to represent the overall public interest for all seven local municipalities within the County of Essex.

Schedule A1-Land Use Plan of the County of Essex Official Plan designates the subject lands **Agricultural** within the Town of Kingsville boundary (See Figure 3 - COP Land Use Plan).

3.3 Agricultural Policies	
Policy	Planning Comment
3.3.3.1	The proposal is for an agricultural use, being a medical marihuana production facility. The proposal will maintain all greenhouses, ancillary buildings (i.e. distribution and

	offices) and the seven (7) existing single detached houses for on-site farm help accommodation. The uses are typically permitted for an agricultural use.
3.3.3.2	The proposed agricultural use does not include secondary uses, therefore this policy shall not apply.
3.3.3.3	Agriculture-Related Uses on the site will include storage and processing facilities for on-farm crops. The existing distribution building and office building will be utilized for logistic operations of the farm. Existing residential dwellings will be used for housing farm help on-site. As such, the farm-related uses are a continuation of typical farming operations and will utilize existing buildings. Therefore, the proposal conforms to this policy.
3.3.3.4	The proposal does not intend to create lots, therefore this policy shall not apply.
3.3.3.5	The proposal will require the employment of full time farm help. The dwellings that will house the farm help are existing and are located along the boundaries of the subject lands, therefore they do not have a negative impact on the farm's viability. The farm help living on site will be aware of the impacts typically associated with medical marihuana production and harvesting.
3.3.3.6	The extraction of mineral resources are not proposed, therefore this policy shall not apply.
3.3.4	<ul style="list-style-type: none"> a) The proposed agricultural use is not for livestock. Therefore, the MDS does not apply. However, due to the nature of the proposed crop, mitigation measures including an appropriate setback from abutting residential uses will be implemented via Zoning By-law standards. b) The subject lands are not within an identified prime agricultural area. c) A land use redesignation to a non-agricultural designation is not proposed. d) The subject lands are not identified as having significant environmental features, therefore policies of the Natural Environment section shall not apply. e) The proposed agricultural crop will be grown with normal farm practices, typical of other flowering crops.

The proposal will maintain the agricultural land use of the subject lands and therefore is in keeping with the agricultural land use policies of the County of Essex Official Plan. The existing structures, including greenhouses, ancillary buildings and the single-detached houses will be maintained and utilized. The proposed agricultural crop and associated operations are not expected to have negative impacts to the surrounding area.

The proposed land use **conforms** to the County of Essex Official Plan.

3.3 Town of Kingsville Official Plan

The Town of Kingsville Official Plan ("OP") was approved by County Council on February 1, 2012. The intent of the OP is to provide goals, objectives and policies to manage land use and growth within the township.

Schedule "A" - Land Use Plan of the OP designates the subject lands **Agricultural** (See Figure 4 - Town of Kingsville Land Use Map).

The following reviews the proposal in context with the applicable policies of the Agriculture designation.

3.1 Agriculture Land Use Policies	
Policy	Planning Comment
3.1	<ul style="list-style-type: none"> a) The proposal is for agriculture and associated land uses including the growing and cultivation of medical marihuana crops. Therefore, the proposal is a permitted use. b) The proposal will maintain and utilize the existing greenhouse structures on site to perform all agricultural related uses including packing and shipping facilities. On-site housing for farm help will take place within the existing single detached dwellings. c) A mushroom farm is not proposed. d) Livestock uses are not proposed. e) Retail-related uses for the trade of goods produced on-site are not proposed. f) Residential uses to house farm help are proposed to occur on the subject lands within the existing dwellings. Due to the make-up of the subject lands, each dwelling is on a separate parcel of land. Therefore, the existing site maintains the policy that permits one residence per lot. g) Secondary small scale farm occupations are not proposed. h) Small scale commercial and dry industrial uses are not proposed. i) Mineral resource exploration and extraction are not proposed. j) Extractive industrial uses are not proposed. k) Part of the subject lands are depicted for Mineral Aggregate Resources, however, the proposal is not for mineral resource uses. l) Lot creation is not proposed. m) Expansion of the built up area is not proposed. n) The subject lands are existing agricultural lands with existing greenhouse structures. The existing agricultural operation is serviced by private sanitary and water services and the proposed agricultural operation intends to utilize the existing private services. o) A restaurant is not proposed. p) The subject lands are not remnants from the Highway No. 3 By-pass construction project.
3.1.1	The proposal is not for the described uses that are applicable to the MDS policy, therefore the MDS policies shall not apply.

The proposed use, a medical marihuana production facility, will utilize the existing greenhouse and ancillary use buildings for the cultivation, processing, storage and distribution of the proposed crop. The existing dwellings on the subject lands will be used to house farm help. The proposal does not intend to create lots, have livestock, or extract mineral resources. The proposal's operations will be contained to the boundaries of the subject lands, with appropriate distance and odour mitigation measures to ensure compatibility to the surrounding land uses.

The proposal **conforms** for the Town of Kingsville Official Plan.

Figure 3
 County of Essex Official Plan Land Use Map

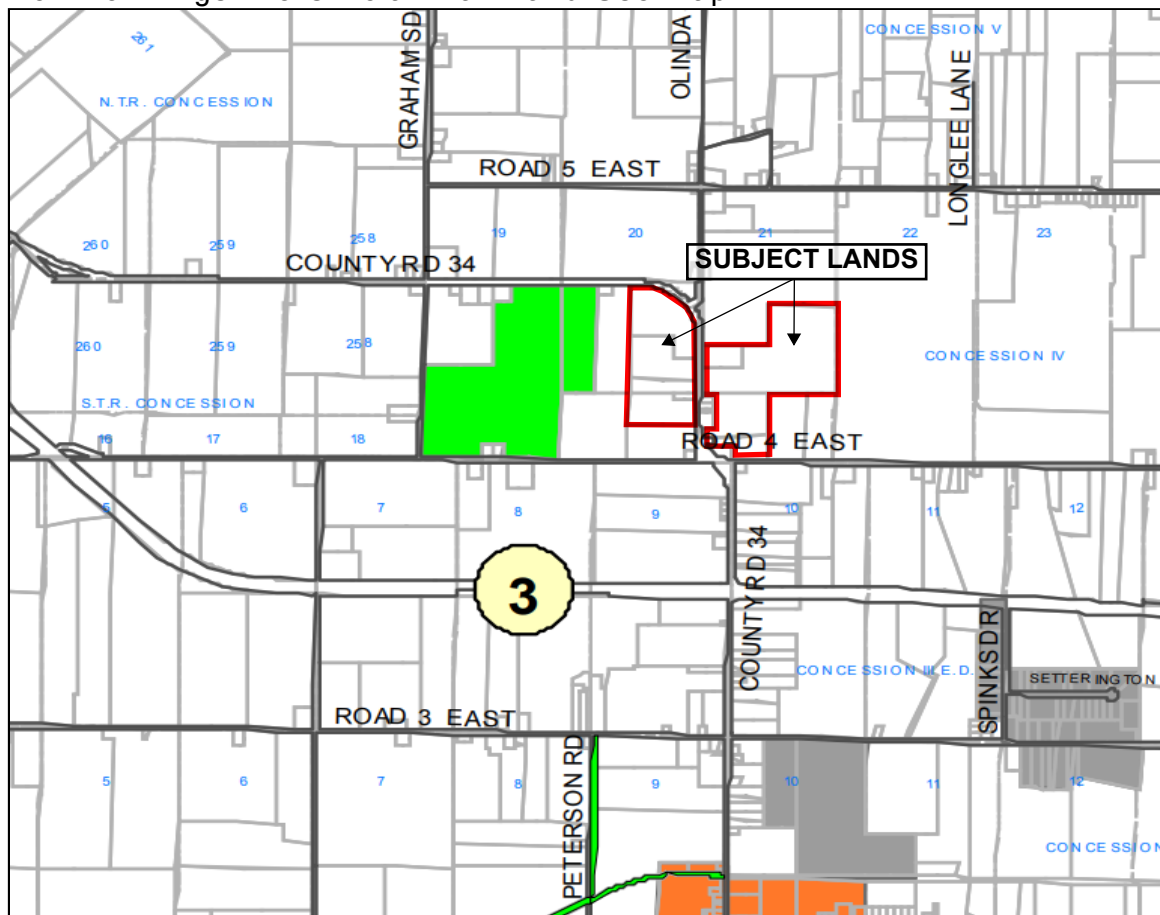


County of Essex Official Plan
 Excerpt from Schedule A1
 Land Use Plan

LEGEND









— Local Roads	□ Lot Fabric
— County Roads	■ Settlement Areas
— Provincial Highway	□ Agricultural
—+— Railway	■ Natural Environment
— Essex County Municipalities	

Figure 4
Town of Kingsville Official Plan Land Use Map



Town of Kingsville Official Plan
Excerpt from Schedule "A"
Land Use Plan

LEGEND

	Agricultural		Special Residential
	Rural Residential		Hamlet
	Lakeshore Residential East		Industrial
	Lakeshore Residential West		Parks and Open Space

3.4 Town of Kingsville Comprehensive Zoning By-law 1-2014

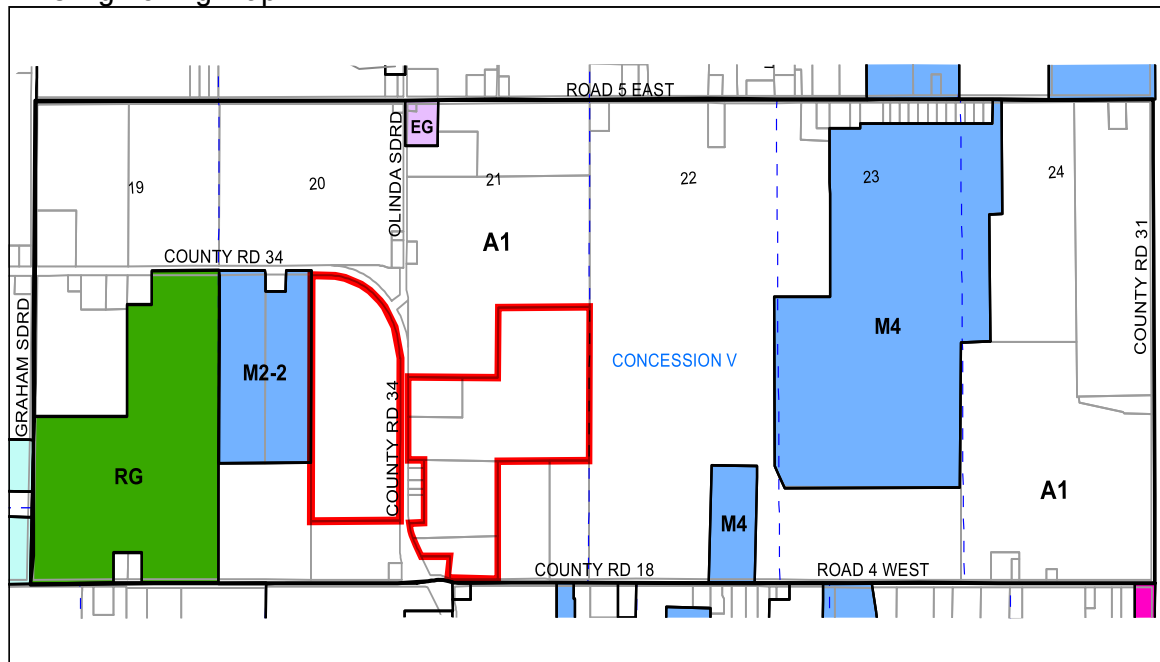
The Town of Kingsville Comprehensive Zoning By-law 1-2014, as amended (“ZBL 1-2014”) is in effect and zones the subject lands **Agricultural (A1) Zone 1 (See Figure 5 - Existing Zoning Map)**.

The A1 Zone permits uses and structures typical of agricultural land uses including agriculture, research, operations, produce storage, processing facility and/or shipping, fruit/vegetable processing facility, greenhouses, etc.

To facilitate the proposed use, to grow medical marihuana within the existing greenhouses, a Zoning By-law Amendment (“ZBA”) is required to modify the existing A1 Zone. The amendment will also address the provisions of Section 4.46. A draft site specific By-law has been prepared for each of the subject lands and can be found as Appendix B and C.

A change of zone from the A1 Zone to a site specific A1 Zone will maintain the agricultural land use goals determined by the County of Essex and the Town of Kingsville in terms of maintaining agricultural lands within the rural area for agricultural purposes.

Figure 5
Existing Zoning Map



Town of Kingsville Comprehensive Zoning By-law 1-2014
 Excerpt from Schedule "A" - Map 44

LEGEND

- A1 Agriculture
- M2 General Industrial
- M4 Extractive Industrial
- EG Education
- RG Recreational
- SUBJECT LANDS

Modifications to the A1 Zone include:

1. Permit Medical Marihuana as a permitted use

Per the Zoning By-law, a Zoning By-law Amendment is required to permit the use of a medical marihuana production facility. As the subject lands are existing with greenhouses, the proposed use will be cultivated in a secure and controlled environment. Impacts such as odour will be mitigated with appropriate setbacks and technology. The proposed use is an agricultural production and will require certified agricultural specialists and farm help to manage the facility. Thus, the proposed use will support and maintain agricultural-related jobs in Kingsville.

2. Permit residential uses accessory to or supportive of on-site agricultural uses

Policy 4.4.6 c) states that residential uses shall be prohibited on lots having a medical marihuana production facility. It is requested that this policy shall not apply. The subject lands on the east side of County Road 34 have three (3) existing single-detached dwellings. The subject lands on the west side of County Road 34 have four (4) existing single-detached dwellings. The agricultural production for medical marihuana will rely on farm help for daily operations. It is proposed that farm help will reside in the on-site residences. It is typical in the agricultural industry that farm help is provided accommodations on-site, as such, it is reasonable to permit the existing residential uses on the property and any residents of these dwellings will be aware of possible odours related to the production of medical marihuana. The proposed medical marihuana crop is known to have impacts such as odour, however, the proposed medical marihuana production facility will employ mitigative measures that will contain or mask odours. The farm help that is planned to be accommodated within the existing dwellings will be aware of the facilities implications.

3. Policy 4.46 d) shall not apply

It is important to note that Policy 4.4.6 d) states that a medical marihuana production facility shall be prohibited from being a secondary/accessory use. It is requested that it is recognized that a use of an agricultural nature is not considered secondary or accessory use as is part of a diversified agricultural production. As such, it is requested that this policy shall not apply.

In order for the proposed MMPF to be implemented, sections of the greenhouses will be converted in a phased approach. As such, the phasing of implementation will allow for vegetables to continue to be grown while sections of the greenhouse are converted for medical marihuana production. This will ensure the financial viability of the farm during the transition of crops and allow for the on-going production of vegetables during the phase in process which is good for agricultural production. At the beginning of the transition, the majority of crops may be vegetables, however, the MMPF will be the primary use. The intent is to eventually have an agricultural operation that is 100% for medical marihuana production. However, since the landowner may continue to utilize

sections of the greenhouses in the interim for existing vegetable production, it is important to recognize this point.

4. Permit Other Uses to Co-exist with Medical Marihuana

Policy 4.4.6 i) requires that the use of a medical marihuana production facility on a lot not co-exist with any other use on the lot. It is requested that this item shall not apply. This item restricts residential uses that support the proposed production facility. Further, phased implementation would not be viable as the greenhouses would be limited to one crop type at a time (i.e. vegetable or medical marihuana). The item is not aligned with the PPS, 2014 which states that agricultural uses, agriculture-related uses and on-farm diversified uses are permitted uses and shall be supported to expand to be viable and adaptable with change.

4. 4.4.6 g) shall not apply

Policy 4.4.6 g) requires a minimum distance separation of 100 metres between a MMPF and any structure currently used for residential or institutional uses. It is understood that the 100 metre separation was implemented by rounding up the 70 metre setback established by MOECC for light industrial uses to mitigate MMPF impacts such as odour generation. It is requested to permit the beginning stages (i.e. germination, propagation) of the marihuana growth cycle within 25 metres of an off-site residential use for subject lands locally known as 1506,1508,1526,1640 County Road 34. The greenhouses on the subject lands locally known as 1501, 1521, 1523, 1527 County Road 34 are not within 100 metres of off-site residential uses and as such the zoning amendment for this property does not request relief from this provision and there will be no restrictions of location of operations within the greenhouse. The policy shall be further amended to ensure the minimum distance separation will not apply to on-site residential uses for both subject lands.

There are four (4) stages of marihuana plant growth; germination, propagation, vegetation and flowering. The public perception is that the entire growing and production process of marihuana has offensive odours. However, the first two stages of the growing process are not scientifically known to produce odours. As typical with most flowering plants, odours are present when the plant is reaching its most mature state, the flowering stage or when the plants produce “buds” (**Refer to Appendix D - Cannabis Growth Cycle Diagram**).

As such, the sections of the greenhouses within a 25 metre proximity of residential uses will be used for the germination and propagation of the medical marihuana plant. During the vegetation and flowering stages, the plants will be moved to other sections of the existing greenhouses, outside of the required 100 metre setback from off-site residential uses. This will be ensured by implementing a standardized growing methodology that the employees will follow as standard practice. Further, best practices for odour mitigation will be employed throughout the growing facilities of odour cannons and exhaust filtration filters to help reduce odour and mask scent.

It is important to note that the existing dwellings on site that will be used to house farm employees will be within 100 metres of the entire growing process. However, they will be aware and accept the potential negative impacts, such as odour. It is a common farming practice to house farm employees within a required MDS setback.

5. Minimum Interior Side Yard

The required minimum interior side yard setback is 3 metres whereas the requested minimum interior side yard is 2.90 metres. The 0.1 metre relief is to accommodate the northerly side yard of an existing single detached dwelling, on the parcel locally known as 1506 County Road 34.

6. Minimum Front Yard Setback

The required minimum front yard setback is 15 metres whereas the requested minimum front yard setback is 12.0 metres. The relief is to accommodate the existing greenhouse on the subject lands on the east side of County Road 34. The existing front yard provides space for functional storm water mitigation (i.e. swales). The front yard does not have a negative impact on the adjacent rural residential uses or the rural character of the landscape.

7. Minimum Rear Yard Setback

The required minimum rear yard setback is 15 metres whereas the requested minimum rear yard setback is 6.5 metres. The relief is to accommodate the rear yard of the existing greenhouse on the subject lands on the west side of County Road 34. The rear property line is buffered with vegetation and the adjacent property is occupied with a compatible land use being a greenhouse. The existing rear yard will continue to provide a safe distance between parcels and maintain space for maintenance purposes while ensuring compatibility.

4.0 Planning Analysis

The proposal is consistent with the goals and policies of the PPS, as it retrofits existing greenhouses supported by existing private services. The proposal will retain agricultural lands for agricultural land uses.

The proposal conforms to the County of Essex Official Plan as it maintains the goals identified within the Agriculture designation within the Rural Area of the County. Permitted uses within the County's Agriculture designation include agricultural crops, greenhouses and residential dwellings. Therefore, the proposal is aligned with the permitted uses. Further, the proposal conforms to the Township of Kingsville Official Plan Agriculture designation. The proposed uses are permitted subject to a zoning by-law amendment. The proposal does not involve lot creation.

The existing agricultural lands will be retained for agricultural production. Therefore, an Official Plan Amendment is not required.

The subject lands are zoned General Agriculture (A1) Zone. In order to accommodate the proposed medical marihuana production facility, a Zoning By-law Amendment is required to rezone the subject lands from A1 Zone to a site-specific A1 Zone to permit the proposed use and to modify applicable criteria. The amendment will permit residential uses on-site in support of the agricultural production, permit secondary uses to facilitate the implementation of the crop change over. The subject lands are surrounded by agricultural and rural residential land uses. The existing site design and placement of greenhouses are within 100 metres of residential uses however the operations inside the greenhouse will be arranged to ensure the odour-producing portions of the growing facilities are a minimum setback of 100 metres. The detailed design stage will ensure all required procedures and standards are implemented to maintain public health and safety.

The Zoning By-law Amendment is appropriate for the lands as the proposed agricultural uses are similar in nature to other crops. It will retain greenhouses for agricultural purposes and will provide long-term and seasonal employment utilizing existing private on-site infrastructure.

In conclusion, the proposal, and Zoning By-law Amendment, is consistent with the PPS, conforms to the County of Essex Official Plan and the Township of Kingsville Official Plan and will comply with the Township of Kingsville Comprehensive Zoning By-law 1-2014 General Agriculture (A1) Zone and the Medical Marihuana Production Facility provisions per Section 4.4.6 upon adoption of the proposed by-law amendment. Overall, the proposal demonstrates good land use planning.

5.0 Implementation

This proposed development is to be implemented through the Zoning By-law Amendment process. The amendment will allow for the proposed agricultural uses. A draft site specific by-law has been prepared for each of the subject lands and can be found as **Appendices B and C**. An amendment to the existing site plan agreement will be required to ensure appropriate odour mitigation and security measures are implemented.

6.0 Conclusions

A Zoning By-law Amendment is required to modify the Agriculture (A1) Zone to permit a medical marihuana production facility with site specific provisions to accommodate the proposed use including permitting on-site residential uses in support of the use, reduce the require minimum distance separation to 25 metres that will specifically apply to the germination and propagation stages of the growth cycle and to permit secondary uses to allow for a feasible transition of crops.

The proposed changes to the Township of Kingsville Comprehensive Zoning By-law 1-2014 are consistent with and conform to the applicable planning policy framework as follows:

- They are consistent with the Provincial Policy Statement in that rural lands be used for agricultural uses;
- The lands are suitable for continued agricultural land use as the proposal will retrofit existing greenhouse structures;
- Will not require any capacity increase or expansion of the existing municipal services and infrastructure;
- Represents good planning, retaining agricultural land uses and associated employment within the municipal boundaries of the Township of Kingsville.

In summary, implementation of the proposal through the site specific by-law is appropriate. The proposed development and associated amendment to the Township of Kingsville Comprehensive Zoning By-law 1-2014 is appropriate, desirable and reflects good land use planning for the subject lands.

Respectfully Submitted,
T. Johns Consulting Group Ltd.



Cheryl Selig, MCIP, RPP
Associate

Appendix A: Zoning Sketches

LEGAL DESCRIPTION



LEGEND

- A SECURITY CAMERA
- X— PROPOSED SECURITY FENCE
- 100m BUFFER

REVISIONS

REV.	DESCRIPTION	DATE	INT.
A	ZBA SUBMISSION	16-MAY-2018	KJS
DISCLAIMER			
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CANNACURE GREENHOUSES

1501, 1521, 1523, 1527
TOWN OF KINGSTVILLE, ONTARIO

DRAWING TITLE

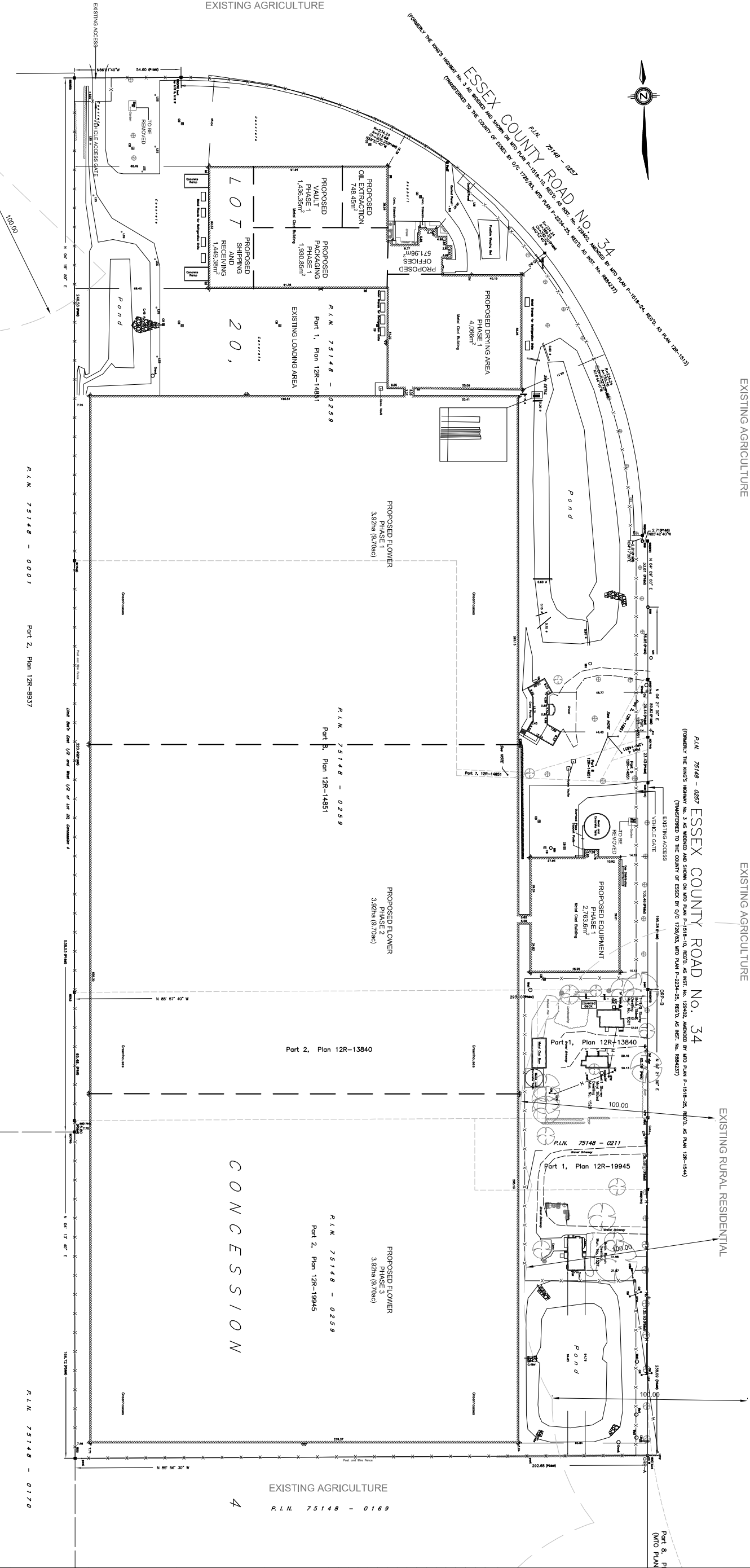
ZONING SITE PLAN

DRAWN BY	DESIGNED BY
PRINT DATE	PROJECT NUMBER
29-MAY-2018	11001
REVISION	DRAWING NUMBER
A	Z1-1
SCALE	1:1000

LEGAL DESCRIPTION

- NOTES:
1. ALL DIMENSIONS AND MEASUREMENTS APPROXIMATE.
 2. EMERGENCY EXIT GATES TO BE LOCATED AT ALL BUILDING ENTRANCES ALONG STREET FRONTAGE.
 3. CAMERAS SHIELDED FROM VIEWING ADJACENT PROPERTIES.

ZONING CHART			
EXISTING ZONE:		AGRICULTURE (A1) ZONE 1	
PROPOSED ZONE:		AGRICULTURE (A1) ZONE 1, MODIFIED	
ITEM	REGULATION	REQUIRED	PROPOSED
7.1.a	PERMITTED USE		NO
7.1.b	MIN. LOT AREA	2ha	19.4ha
7.2.i	MIN. LOT FRONTAGE	25m	891m
7.2.ii	MIN. INTERIOR SIDE YARD	3m	7.5m
7.2.iii	MIN. FRONT YARD SETBACK	15m	15.9m
7.2.iv	MIN. EXTERIOR SIDE YARD	4.5m	12.1m
7.2.v	MIN. REAR YARD	15m	6.5m
7.2.vi	MAX. LOT COVERAGE	80%	68%
7.2.vii	MAX. BUILDING HEIGHT	15m	YES
7.2.viii	MAX. ACCESSORY STRUCTURE HEIGHT	15m	YES
7.2.ix		15m	YES



LEGAL DESCRIPTION



LEGEND

- SECURITY CAMERA
- PROPOSED SECURITY FENCE
- 100m BUFFER

NOTES			
1. ALL DIMENSIONS AND MEASUREMENTS APPROXIMATE.			
2. EMERGENCY EXIT GATES TO BE LOCATED AT ALL BUILDING			
3. CAMERAS SHIELDED FROM VIEWING ADJACENT			
PROPERTIES.			
ZONING CHART			
EXISTING ZONE	AGRICULTURE (A1) ZONE 1	MODIFIED	
PROPOSED ZONE:	AGRICULTURE (A1) ZONE 1, MODIFIED		
ITEM	REGULATION	REQUIRED	PROPOSED
7.1.A	PERMITTED USE		MMPF
7.2.I	MIN. LOT AREA	2ha	28.3ha
7.2.II	MIN. LOT FRONTAGE	25m	158.9m
7.2.III	MIN. INTERIOR SIDE YARD	3m	2.9m
7.2.IV	MIN. FRONT YARD SETBACK	15m	12.0m
7.2.V	MIN. EXTERIOR SIDE YARD	4.5m	36.5m
7.2.VI	MIN. REAR YARD	15m	15m
7.2.VII	MAX. LOT COVERAGE	80%	73%
7.2.VIII	MAX. BUILDING HEIGHT	15m	YES
7.2.IX	MAX. ACCESSORY	15m	YES
7.2.X	STRUCTURE HEIGHT	15m	YES

REVISIONS

REV.	DESCRIPTION	DATE	INT.
A	ZBA SUBMISSION	14-MAY-2018	KGS
DISCLAIMER			
THIS DRAWING IS THE INTELLECTUAL PROPERTY OF T. JOHNS CONSULTING GROUP LTD. AND IS PROTECTED UNDER COPYRIGHT.			
ANY DISCREPANCIES SHALL BE REPORTED TO T. JOHNS CONSULTING GROUP LTD. PRIOR TO THE START OF CONSTRUCTION.			
THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS OTHERWISE INDICATED.			



3411 WINDSOR ROAD WEST, SUITE 8
MARKHAM, ONTARIO M3B 2X2
P: 905-574-4666
F: 905-574-4700
E: info@tjohns.ca

PROJECT TITLE

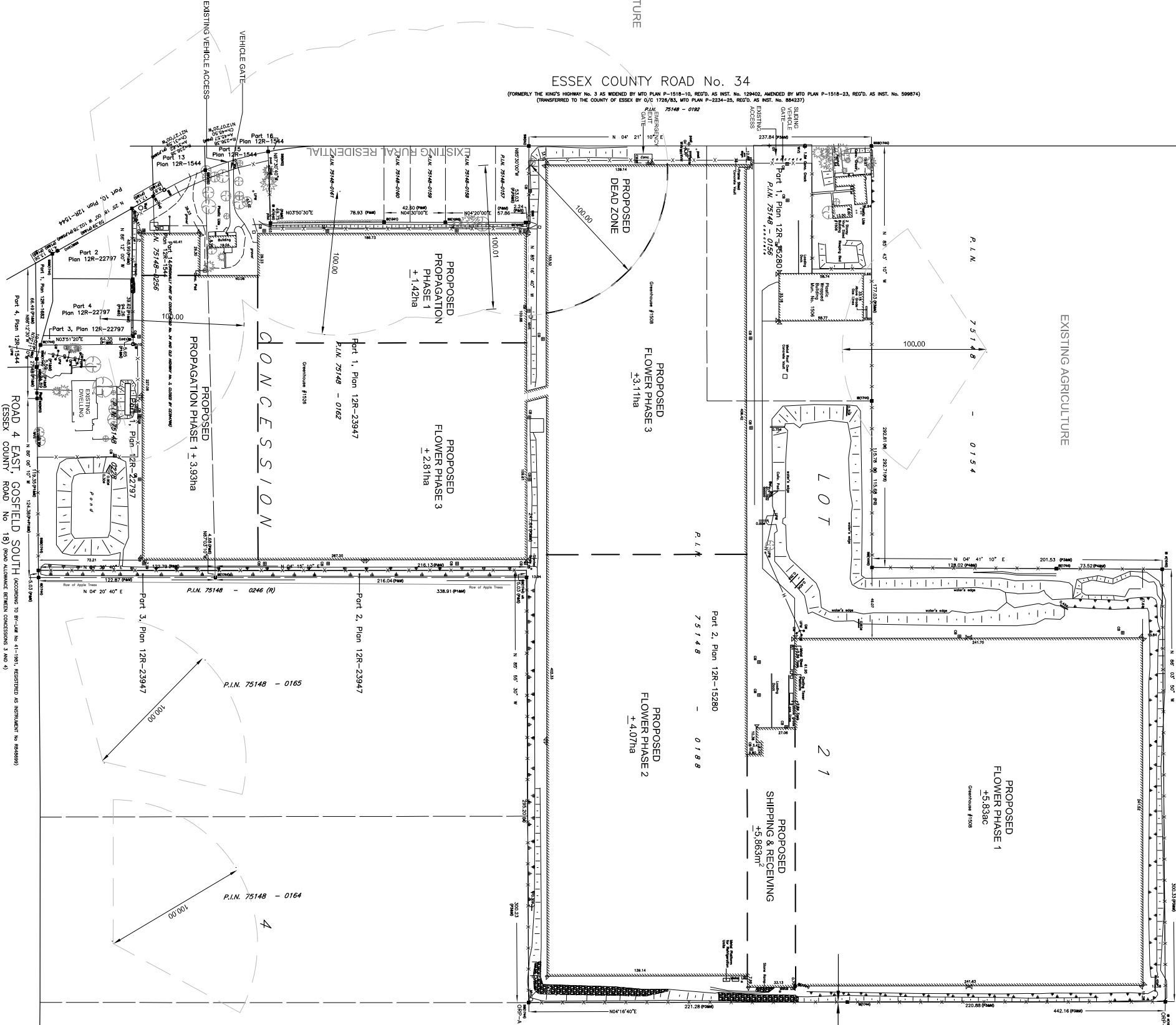
CANNACURE GREENHOUSES

1505, 1508, 1526, 1640 COUNTY ROAD 34
TOWN OF RANGSVILLE, ONTARIO

DRAWING TITLE

ZONING SITE PLAN

DRAWN BY	DESIGNED BY
PRINT DATE	PROJECT NUMBER
29-MAY-2018	11001
REVISION	DRAWING NUMBER
A	Z1-2
SCALE	1:1000



EXISTING AGRICULTURE

EXISTING AGRICULTURE

EXISTING AGRICULTURE

Appendix B:

Draft Zoning Amending By-law 1501,1521,1523,1527 County Road 34

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NO. ____-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 and 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 by adding Subsection XXXX as follows:

7.1. 22 'AGRICULTURE ZONE 1 EXCEPTION ____ (A1-__)

- a) For lands shown as A1-__ on Map ____ 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 any other provisions of By-law 1-2014, as amended, to the contrary, the lands zoned A1-____ shall be deemed to be a single existing lot or parcel of land for zoning setback purposes.

Notwithstanding Section 7.1 of the by-law to the contrary the following shall apply:

- i) Minimum Rear Yard 6.5 metres

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced with 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-____;
- iii) Item g) is deleted and replaced as follows:
 - a. An MMPF growing area shall be located a minimum of 100m from an existing off-site residential use or institutional use;
 - b. Item g) shall not be applicable to an on-site dwelling.

All other items listed under Section 4.46 remain applicable to lands zoned A1-____.

- 2. Schedule "A", Map ____ of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as (legal description) and locally known as 1501, 1521, 1523, 1527 County Road 34 as shown on Schedule "A" cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception __ (A1-__)'.
- 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 ____ DAY OF _____, 2018.

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

Schedule 'A'



**Part of Lot 21, Concession 4
1501, 1521, 1523, 1527 County Road 34
Zoning By-law Amendment ZBA/X/X**



Scale:
1:10000 metres



Schedule 'A', Map XX of By-law 1-2014 to be 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 XX (A1-XX)'

Appendix C:

Draft Zoning Amending By-law 1506, 1508, 1526, 1640 County Road 34

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NO. ____-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 and 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 by adding Subsection XXXX as follows:

7.1. 22 'AGRICULTURE ZONE 1 EXCEPTION ____ (A1-__) – (A1

- a) For lands shown as A1-__ on Map ____ 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 any other provisions of By-law 1-2014, as amended, to the contrary, the lands zoned A1-__ shall be deemed to be a single existing lot or parcel of land for zoning setback purposes.

Notwithstanding Section 7.1 of the by-law to the contrary the following shall apply:

- | | |
|--------------------------------|-------------|
| i) Minimum Side Yard | 2.90 metres |
| ii) Minimum Front Yard Setback | 12.0 metres |
| iii) Minimum Rear Yard | 6.5 metres |

All other items listed under Section 7.1 remain applicable to lands zoned A1-____.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced with as follows: A residential use accessory to or supportive of the agricultural uses on-site, including a MMPF, is permitted;
- ii) Items d) and i) are not applicable to lands zoned A1-____;
- iii) Item g) is deleted and replaced as follows:
 - a. An MMPF germination and propagation area shall be located a minimum of 25m from an existing off-site residential use or institutional use;
 - b. An MMPF vegetation and flowering area shall be located a minimum of 100m from an existing off-site residential use or institutional use;
 - c. Item g) shall not be applicable to an on-site dwelling.

All other items listed under Section 4.46 remain applicable to lands zoned A1-____.

- 2. Schedule "A", Map ____ of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as (legal description) and locally known as 1506, 1508, 1526, 1640 County Road 34 as shown on Schedule "A" cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception ____ (A1-____)'.
- 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 ____ DAY OF _____, 2018.

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

Schedule 'A'



**Part of Lot 21, Concession 4
1506, 1508, 1526, 1640 County Road 34
Zoning By-law Amendment ZBA/X/X**



Scale:
1:10000 metres



Schedule 'A', Map XX of By-law 1-2014 to be 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 XX (A1-XX)'

Appendix D:

Cannabis Growth Cycle Diagram

Cannabis Growth Cycle

Impact on odor emissions



Images source: Leafly – Amy Phung



Germination

- No odour generated
- 1-2 weeks



Propagation

- No odour
- 2-3 weeks
- Nursery plants



Vegetation

- No to low odour closer to flowering
- 2-8 weeks



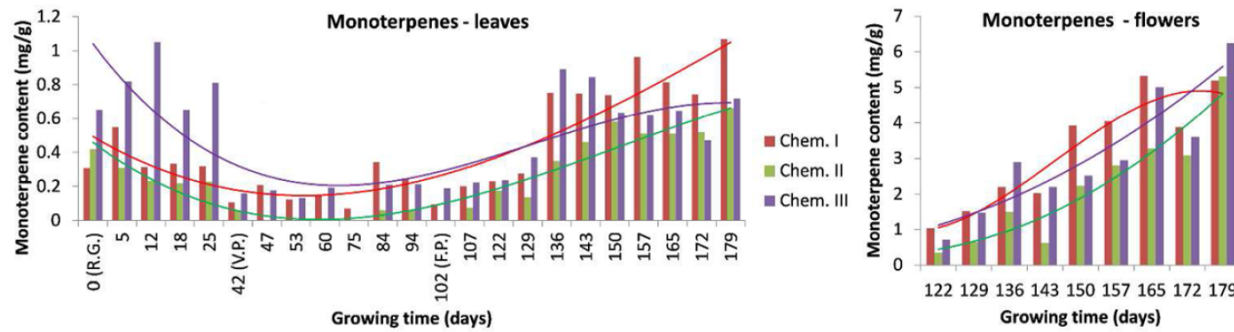
Flowering

- Odour creation step
- 6 to 8 weeks



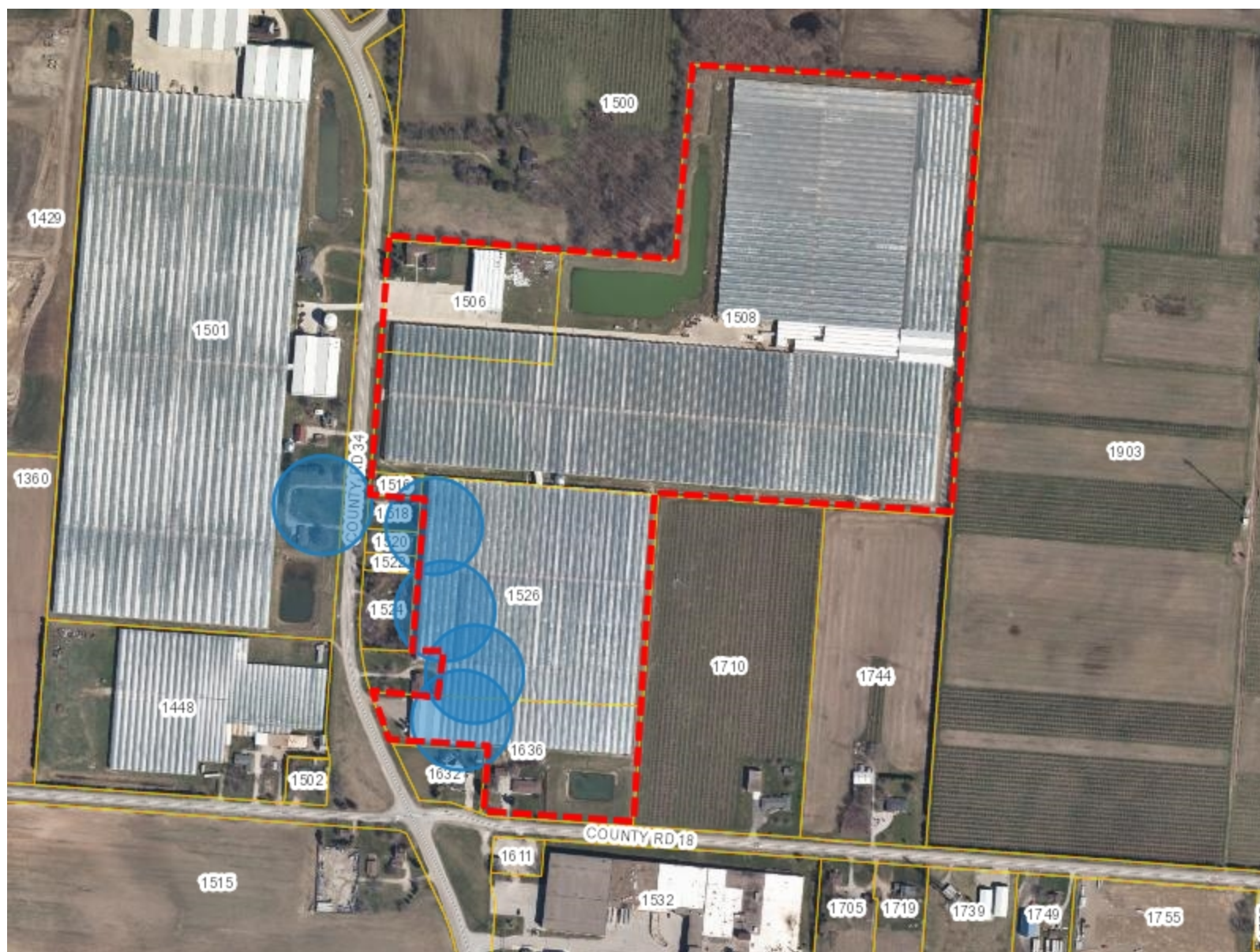
Images source: Leafly – Amy Phung

Terpenes evolution





- Responsible for odour creation in many plants.
- Monoterpenes (such as myrcene) are volatile and represent most of the long range odour in cannabis.
- Largest concentration during flowering: 7mg/g VS 1 mg/g in leaves before flowering.




Reference: Aizpurua-Olaizola, O; Soydaner, U; Öztürk, E; Schibano, D; Simsir, Y; Navarro, P; Etxebarria, N; Usobiaga, A: *J. Nat. Prod.* 2016, 79, 324–331



Legend

Essex Municipalities

-  <all other values>
-  Kingsville

-  Street
-  Severance
-  Kingsville Assessment

Notes

MOS Enterprises

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.

0 101.65 203.3 Meters

1: 6,098

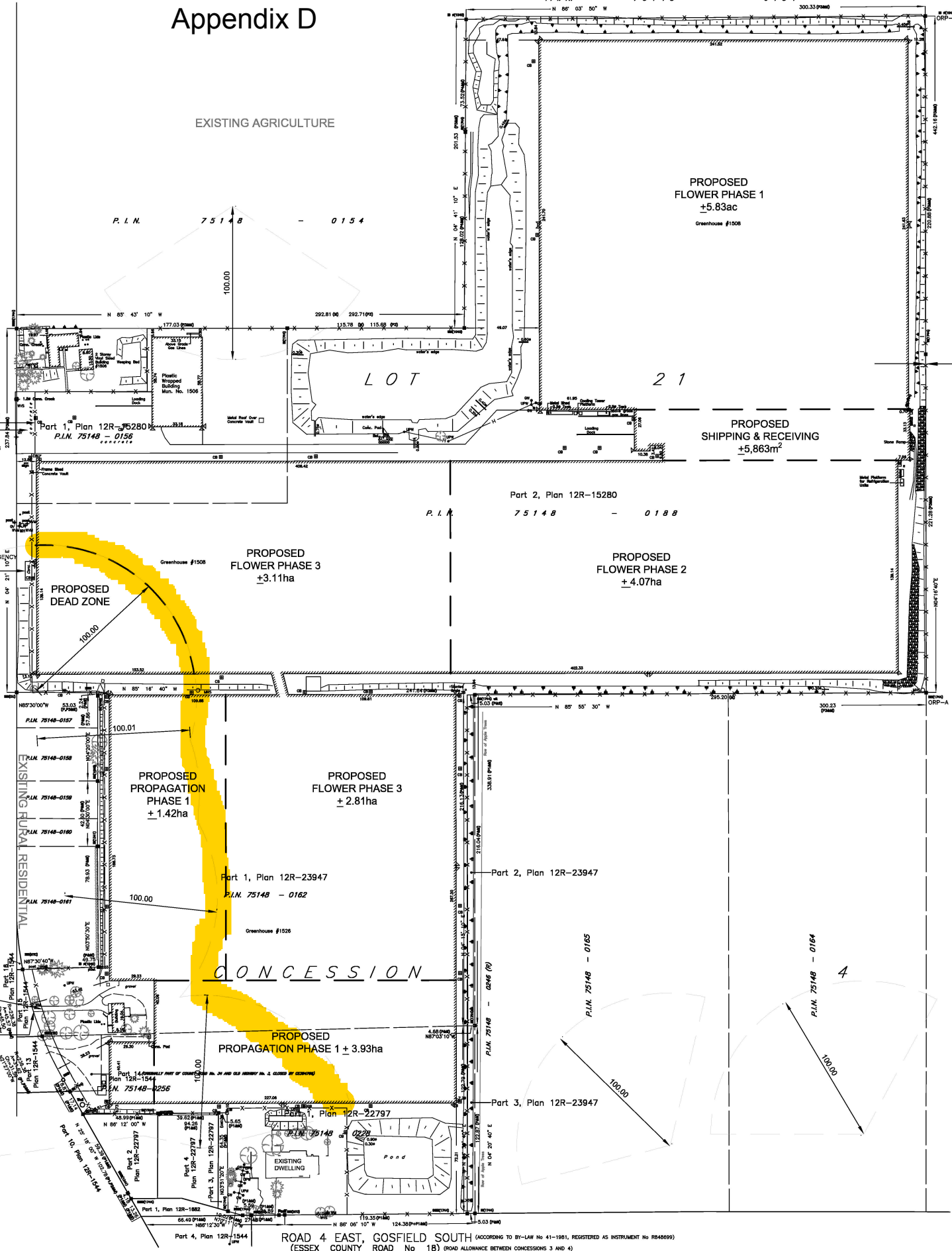


7/26/2018

EXISTING AGRICULTURE

ESSEX COUNTY ROAD No. 34

(FORMERLY THE SHAW'S HIGHWAY No. 3 AS INDICATED BY MAPS AND RECORDS, AND HEREIN REOPENED AND REDESIGNED INTO PLAN P-1518-03, HEREIN, AS INST. NO. 288851A) (CONVERTED TO THE COUNTY OF KINGSVILLE, ONTARIO, BY RESOLUTION 2014-01-01)



Appendix D

- NOTES:**
- ALL DIMENSIONS AND MEASUREMENTS APPROXIMATE.
 - EMERGENCY EXIT GATES TO BE LOCATED AT ALL BUILDING ENTRANCES ALONG STREET FRONTAGE.
 - CAMERAS SHIELDED FROM VIEWING ADJACENT PROPERTIES.

ZONING CHART

EXISTING ZONE: AGRICULTURE (A1) ZONE 1
 PROPOSED ZONE: AGRICULTURE (A1) ZONE 1, MODIFIED

ITEM	REGULATION	REQUIRED	PROPOSED	COMPLY (YES/NO)
7.1.a	PERMITTED USE		MMPF	NO
7.c.i	MIN. LOT AREA	2ha	28.3ha	YES
7.c.ii	MIN. LOT FRONTAGE	25m	158.9m	YES
7.c.iii	MIN. INTERIOR SIDE YARD	3m	2.9m	NO
7.c.iv	MIN. FRONT YARD SETBACK	15m	12.0m	NO
7.c.v	MIN. EXTERIOR SIDE YARD	4.5m	35.5m	YES
7.c.vi	MIN. REAR YARD	15m	6.5m	NO
7.c.vii	MAX. LOT COVERAGE	80%	73%	YES
7.c.viii	MAX. BUILDING HEIGHT	15m	15m	YES
7.c.ix	MAX. ACCESSORY STRUCTURE HEIGHT	15m	15m	YES

LEGAL DESCRIPTION



LEGEND

- SECURITY CAMERA
- PROPOSED SECURITY FENCE
- 100m BUFFER

REVISIONS

REV.	DESCRIPTION	DATE	INIT.
A	ZBA SUBMISSION	15-MAY-2018	KG

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T. JOHNS CONSULTING GROUP
 URBAN PLANNING | DESIGN | PROJECT MANAGEMENT

310 LIMERIDGE ROAD WEST, SUITE 6
 HAMILTON, ONTARIO, L9C 2V2

P 905-574-1983
 F 905-527-9559

PROJECT TITLE

CANNACURE GREENHOUSES

1506,1508,1526,1640 COUNTY ROAD 34
 TOWN OF KINGSVILLE, ONTARIO

DRAWING TITLE

ZONING SITE PLAN

DRAWN BY	DESIGNED BY
PRINT DATE	PROJECT NUMBER
29-MAY-2018	11601
REVISION	DRAWING NUMBER
A	Z1-2
SCALE	
1:1000	



regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West
Suite 311, Essex, ON N8M 1Y6

June 27, 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-17-18 1506, 1508 & 1526 COUNTY RD 34 & 1640 (1636) RD 4 EARN 371139000002600, 371139000002610, 371139000003200, 371139000000100; PIN: 751480156, 751480188, 751480162, 751480228Applicant: Kapital Produce Ltd.

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-17-18. The intent of the application is to provide relief from specific sections of the by-law 4.46 as it relates to medical marihuana production facilities.

ERCA has no objection to this zoning by-law amendment.

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 96-2018

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:

7.1.72 'AGRICULTURE ZONE 1 EXCEPTION 72 (A1-72)'

- a) For lands shown as A1-72 on Map 44 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 any other provision of By-law 1-2014, as amended, to the contrary, for lands zoned A1-72 a medical marihuana production facility shall require the installation and maintenance of an Air Treatment Control (ATC) system designed by a qualified person. Prior to the beginning of any growing operations of the licensed MMPF the owner/operator must demonstrate to the satisfaction of the Town, including the submission of a maintenance schedule that the ATC is installed and operational as per the design specifications to maintain no perceptible marihuana odour or transmission of odour control agents beyond the property line.

Odour control agents used as part of an Air Treatment Control system must be approved for use by Health Canada or demonstrate no negative impact to the satisfaction of the Town.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: An existing 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 A1-72;
- iii) Item g) is deleted and replaced as follows:
 - a. an MMPF growing area shall be located a minimum of 100 m from an existing off-site residential use or institutional use;
 - b. item g) shall not be applicable to an on-site bunkhouse or off-site dwelling under the same ownership as the lands zoned A1-72.

All other items listed under Section 4.46 remain applicable to lands zoned A1-72.

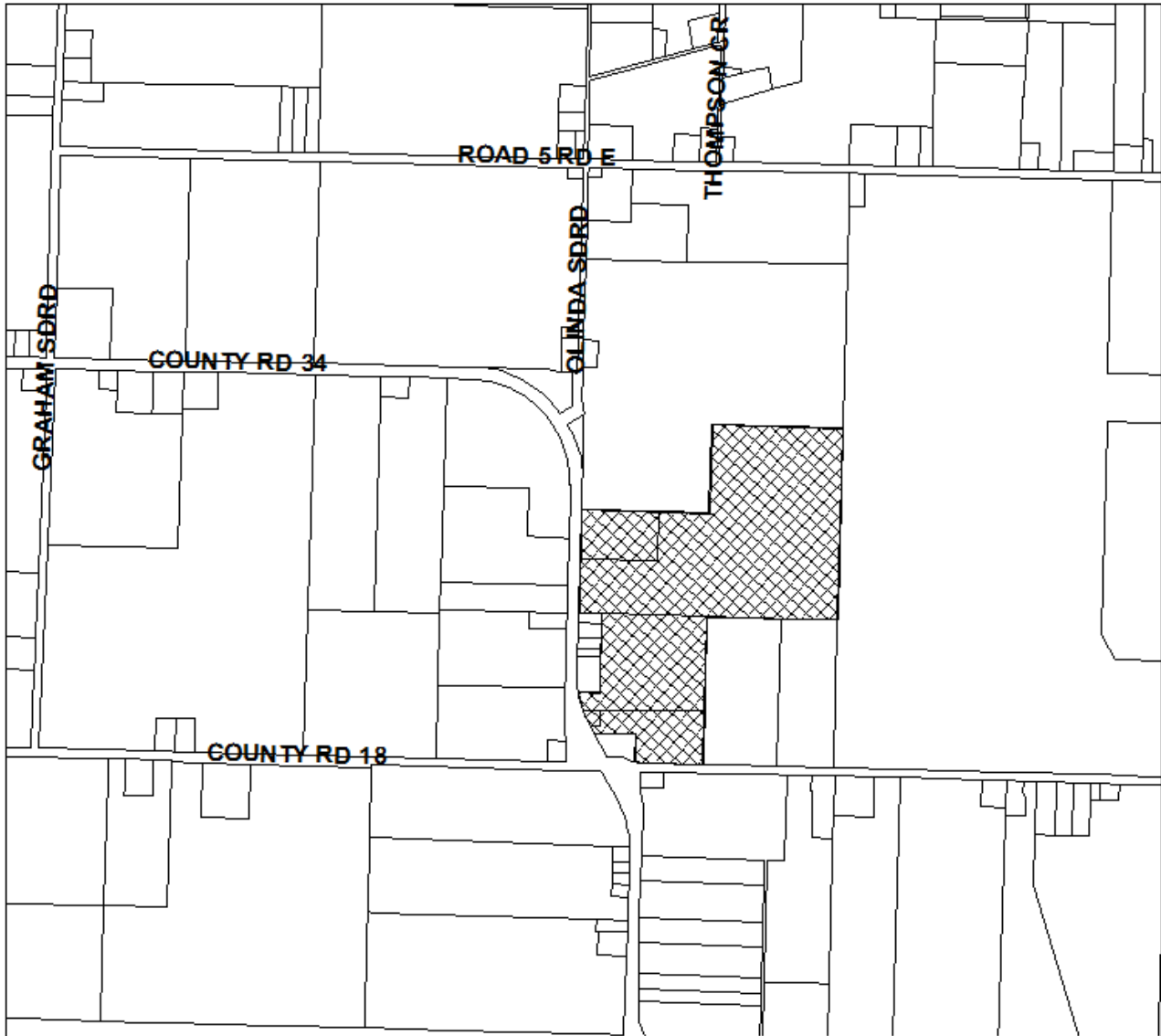
2. Schedule "A", Map 44 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 21, Concession 4 ED, Parts 1 & 2, RP 12R 15280 & Part 14 RP 12R 1554 & Part 1, RP 12R 22797 and locally known as 1506, 1508, 1526 & 1640 County Road 34 as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 72 (A1-72)'.
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 13th DAY OF AUGUST, 2018.

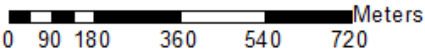
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule 'A'



Part of Lot 21, Concession 4 ED
1506, 1508, 1526 & 1640 County Road 34
Zoning By-law Amendment ZBA/17/18



Schedule "A", Map 44 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 72 (A1-72)'



**Town of Kingsville
Council Summary Report
2018**

Cheque Distributions for the Month of: JULY

Department Summary:

Dept. No.	Department Name	Amount
	Credit Card Transactions	\$ 9,673.80
000	Default - Clearing	\$ 134,177.16
110	Council	\$ 189.42
112	General Administration	\$ 102,407.44
114	Information Technology	\$ 14,608.65
120	Animal Control	\$ 500.00
121	Fire	\$ 54,310.83
122	OPP	\$ 258,439.41
124	Building	\$ 3,171.12
130	Transportation - Public Works	\$ 127,826.20
131	Sanitation	\$ 130,863.48
151	Cemetery	\$ 43.55
170	Arena	\$ 58,801.44
171	Parks	\$ 24,653.07
172	Fantasy of Lights	\$ -
173	Marina	\$ 11,104.51
174	Migration Festival	\$ -
175	Recreation Programs	\$ 7,267.81
176	Communities in Bloom	\$ -
178	Facilities	\$ 467,655.23
180	Planning	\$ 4,175.21
181	BIA	\$ 534.15
184	Accessibility Committee	\$ 172.99
185	Tourism & Economic Development Committee	\$ 2,472.23
186	Heritage Committee	\$ 943.13
201	Environmental - Water	\$ 20,988.33
242	Kingsville/Lakeshore West Wastewater	\$ 113,564.07
243	Cottam Wastewater	\$ 6,457.63

Total of Current Expenditures: \$ 1,555,000.86

**Note HST Rebate details are omitted, but are included in the totals*

Total Number of Current Cheques Issued: 263

Comparison Data: JULY 2017

Total of Approved Expenditures: \$ 1,443,532.95

Total Number of Cheques Issued: 236

** denotes monies to be recouped, billed to third party*

**Council Summary Report
Credit Card Transactions
July 2018**

Cheque Number	Cheque Date	Vendor Name	Description	Account	Amount
66126	7/25/2018	TD Canada Trust - RM Visa	OMTRA Conf - L Brohman	01-112-098-60254	\$ 212.68
66126	7/25/2018	TD Canada Trust - RM Visa	MFOA Conf - R McLeod	01-112-098-60254	\$ 737.76
66126	7/25/2018	TD Canada Trust - RM Visa	Toner	01-112-099-60301	\$ 193.30
66126	7/25/2018	TD Canada Trust - RM Visa	Job Posting	01-112-099-60306	\$ 26.88
66126	7/25/2018	TD Canada Trust - RM Visa	AJ Retirement	01-112-099-60317	\$ 70.00
66126	7/25/2018	TD Canada Trust - RM Visa	Retirement	01-112-099-60317	\$ 400.00
66126	7/25/2018	TD Canada Trust - RM Visa	Contract Negotiations	01-112-099-60319	\$ 306.20
66126	7/25/2018	TD Canada Trust - RM Visa	Acronis License & Maintenance	01-114-360-71807	\$ 570.58
66126	7/25/2018	TD Canada Trust - RM Visa	Acronis License & Maintenance	01-114-360-71809	\$ 570.58
66126	7/25/2018	TD Canada Trust - RM Visa	Acronis License & Maintenance	01-114-360-71820	\$ 2,262.68
66126	7/25/2018	TD Canada Trust - RM Visa	Red Fire Hats	01-121-100-60710	\$ 862.31
66126	7/25/2018	TD Canada Trust - RM Visa	Gatorade	01-130-099-60347	\$ 48.81
66126	7/25/2018	TD Canada Trust - RM Visa	Emergency Light Battery	01-170-099-60315	\$ 54.30
66126	7/25/2018	TD Canada Trust - RM Visa	Emergency Light Battery	01-170-099-60315	\$ 54.30
66126	7/25/2018	TD Canada Trust - RM Visa	Shop Coat	01-170-099-60335	\$ 51.11
66126	7/25/2018	TD Canada Trust - RM Visa	Cellular Node for Meters	02-201-099-63015	\$ 123.19
66126	7/25/2018	TD Canada Trust - RM Visa	Cellular Node for Meters	02-201-099-63015	\$ 123.19
66125	7/25/2018	TD Canada Trust - PVMW	TWEPI AGM	01-110-099-60300	\$ 40.00
66125	7/25/2018	TD Canada Trust - PVMW	Coffee	01-110-099-60300	\$ 7.50
66125	7/25/2018	TD Canada Trust - PVMW	Mayor's Promo	01-110-099-60300	\$ 101.75
66125	7/25/2018	TD Canada Trust - PVMW	Arienne Parzai	01-110-099-60300	\$ 288.22
66125	7/25/2018	TD Canada Trust - PVMW	PT Contract Negotiations	01-112-099-60317	\$ 149.51
66211	7/26/2018	TD Canada Trust - PVMW	Contract Negotiations - lunch	01-112-099-60317	\$ 94.28
66125	7/25/2018	TD Canada Trust - PVMW	Smartphone Stabilizer	01-185-099-63103	\$ 248.83
66125	7/25/2018	TD Canada Trust - PVMW	Keynote Speaker - KEDC Conf	01-185-099-63113	\$ 1,997.55
66124	7/25/2018	TD Canada Trust - NS Visa	Consulate Org	01-110-099-60300	\$ 58.48
66124	7/25/2018	TD Canada Trust - NS Visa	Fuel	01-110-100-60253	\$ 19.81
Total Credit Card Transactions					\$ 9,673.80

**Town of Kingsville
 Council Summary Report**

Ranges: From:
Vendor ID: First
Vendor Name: First
Cheque Date: 7/1/2018
Sorted By: Cheque Number

To:
Last
Last
 7/31/2018

Distribution Types Included: PURCH

Cheque Number	Cheque Date	Vendor Name	Description	Amount
Total For Department				\$0.00
000	-			
0065969	7/18/2018	1364674 Ontario Ltd	Release Security Deposit 01-000-020-21501	\$11,000.00
0065983	7/18/2018	Bondy, Riley, Koski	Registration AGR/02/18 01-000-020-22273	\$616.26
0065983	7/18/2018	Bondy, Riley, Koski	Registration SPA/17/11 01-000-020-22039	\$369.08
0065983	7/18/2018	Bondy, Riley, Koski	Registration AGR/01/18 01-000-020-22272	\$616.26
0065991	7/18/2018	Coco Paving Inc	CR 18/M&M Farms Watermain 01-000-006-13200	\$53,360.43
0066004	7/18/2018	Joseph Eid	Dep Rfnd-1470 Wellington Union 01-000-000-21410	\$848.00
0066019	7/18/2018	Gagnon Demolition Inc	Deposit Rfnd - 346 Cty Rd 34W 01-000-000-21410	\$1,000.00
0066019	7/18/2018	Gagnon Demolition Inc	Deposit Rfnd - 1287 Seacliff 01-000-000-21410	\$1,000.00
0066019	7/18/2018	Gagnon Demolition Inc	Deposit Rfnd - 152 Cty Rd 23 01-000-000-21410	\$1,000.00
0066022	7/18/2018	Golder Associates	Union Ave Drain Ext 01-000-023-14080	\$5,189.76
0066023	7/18/2018	Greenwood Homes Inc.	Deposit Rfnd - 71 Hazel 01-000-000-21410	\$1,000.00
0066023	7/18/2018	Greenwood Homes Inc.	Deposit Rfnd - 73 Hazel 01-000-000-21410	\$1,000.00
0066023	7/18/2018	Greenwood Homes Inc.	Deposit Rfnd - 7 Bruner Crt 01-000-000-21410	\$1,000.00
0066032	7/18/2018	I.B.E.W. #636	Remittance June 17-30/18 01-000-000-21006	\$1,308.88
0066032	7/18/2018	I.B.E.W. #636	Remittance - June 3-16/18 01-000-000-21006	\$724.30
0066033	7/18/2018	Paul Incitti	Deposit Rfnd - 473 Cty Rd 20W 01-000-000-21410	\$1,000.00
0066041	7/18/2018	Kingsville Fire Fighter Assoc	Remittance - May 2018 01-000-000-21014	\$348.00
0066042	7/18/2018	Abram Knelsen	Deposit Rfnd - 233 Road 7E 01-000-000-21410	\$1,000.00
0066050	7/18/2018	Mare Nostrum	Rfnd Sidewalk Cafe App 01-000-020-22279	\$500.00
0066056	7/18/2018	Minister of Finance (Fynbo)	12 Claim No. SC-17-58242 01-000-000-21016	\$74.07

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066060	✖ 7/18/2018	N.J. Peralta Engineering Ltd.	Kratz/Rd 2 San Sewer Petition 01-000-006-13205	\$11,962.90
0066095	✖ 7/18/2018	Danielle Soulliere	Deposit Rfnd - 77 Cty Rd 27 01-000-000-21413	\$150.00
0066097	✖ 7/18/2018	Stantec Consulting Ltd.	Watermain - M&M Farms 01-000-006-13200	\$816.01
0066120	7/18/2018	Workplace Safety & Insurance E	Remittance 01-000-000-21007	\$13,021.50
0066127	✖ 7/26/2018	1364674 Ontario Ltd	Deposit Refund 01-000-000-21413	\$150.00
0066153	✖ 7/26/2018	Discovery School	Charity Rebate 100-07000 01-000-031-21418	\$589.90
0066166	✖ 7/26/2018	Robert Hajon	Education Fee Overcharge 01-000-030-21325	\$305.00
0066170	✖ 7/26/2018	I.B.E.W. #636	Remittance 01-000-000-21006	\$752.91
0066174	✖ 7/26/2018	KDHS Basketball	Sun Life Benevity Fund 01-000-031-21418	\$875.00
0066177	✖ 7/26/2018	Kingsville Fire Fighter Assoc	Remittance 01-000-000-21014	\$348.00
0066185	✖ 7/26/2018	Minister of Finance (Fynbo)	Claim No. SC-17-58242 01-000-000-21016	\$74.07
0066188	✖ 7/26/2018	HYDRO ONE	1 Conc Lot 22 Moroun Pump Stn 01-000-023-14080	\$4,436.38
0066196	✖ 7/26/2018	RC Spencer Associates Inc.	Road 11E Watermain 01-000-006-13201	\$1,526.40
0066201	7/26/2018	Royal Benefits Inc	Claims - June 01-000-006-12002	\$9.84
0066204	✖ 7/26/2018	Shepley Road Maintenance Ltd.	Road Repair - Road 2W 01-000-006-13199	\$2,490.00
0066207	✖ 7/26/2018	South Essex Community Counc	Charity Rebate 240-00300 01-000-031-21418	\$592.72
0066222	7/26/2018	Workplace Safety & Insurance E	Remittance 01-000-000-21007	\$13,121.49

Total For Department 000 \$134,177.16

110 -

0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-110-099-60327	\$45.79
0066075	7/18/2018	Gord Queen	Mileage 01-110-101-60253	\$143.63

Total For Department 110 \$189.42

112 -

0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-112-099-60327	\$228.96
0065973	7/18/2018	Advance Business Systems	Sealing Solution 01-112-099-60303	\$67.70
0065973	7/18/2018	Advance Business Systems 129	Sealing Solution 01-112-099-60303	\$30.48

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-112-099-60315	\$361.25
0065977	7/18/2018	Erica Allen	Police Clearance 01-112-099-60317	\$25.00
0065988	7/18/2018	Isabel Carreira	Moody & Tavera - June 16/18 01-112-072-60129	\$275.00
0065988	7/18/2018	Isabel Carreira	Moody & Tavera - June 16/18 01-112-072-60129	\$24.86
0065990	7/18/2018	Cintas Canada Limited	Admin - Mats 01-112-099-60315	\$81.69
0065992	7/18/2018	Compugen Inc.	Treasury Copies 01-112-099-60311	\$568.15
0065992	7/18/2018	Compugen Inc.	CAO Copies 01-112-099-60311	\$0.08
0065993	7/18/2018	Compugen Finance Inc.	Town Hall - Copier Leases 01-112-099-60311	\$768.95
0065995	7/18/2018	Culligan Water	Water Cooler - Lunchroom 01-112-099-60311	\$28.44
0065999	7/18/2018	Data Fix	VoterView List Mgmt Services 01-112-099-60325	\$8,140.79
0066012	7/18/2018	Essex Free Press	Municipal Election Sign bylaw 01-112-099-60306	\$212.41
0066018	7/18/2018		Doctor's Note 01-112-099-60317	\$30.00
0066020	7/18/2018	Jennifer Galea	AJ Retirement Gift Cards 01-112-099-60317	\$306.23
0066020	7/18/2018	Jennifer Galea	HRPA Membership 01-112-099-60320	\$477.27
0066040	7/18/2018	Kingsville Home Hardware	Batteries-Town Hall Bathroom 01-112-099-60315	\$9.15
0066043	7/18/2018	Laser Art Inc.	Embroidered Logos 01-112-072-60216	\$62.64
0066043	7/18/2018	Laser Art Inc.	Embroidered Logos 01-112-072-60216	\$515.49
0066043	7/18/2018	Laser Art Inc.	Embroidered Logos 01-112-072-60216	\$132.23
0066047	7/18/2018	Linda Lyman	Campbell/Konrad - July 9/18 01-112-072-60129	\$175.00
0066051	7/18/2018	McTague Law Firm	PT Labour Contract 01-112-099-60319	\$6,136.12
0066055	7/18/2018	Merchant Paper Company	Town Hall Supplies 01-112-099-60315	\$373.18
0066058	7/18/2018	Monarch Office Supply	Office Supplies - June 2018 01-112-099-60301	\$649.47
0066058	7/18/2018	Monarch Office Supply	Office Supplies - June 2018 01-112-099-60317	\$6.20
0066058	7/18/2018	Monarch Office Supply	Office Supplies - June 2018 01-112-099-60325	\$15.40
0066077	7/18/2018	Deanna Reid	Kapetanov/McCrea - June 28/18 01-112-072-60129	\$175.00
0066085	7/18/2018	Vicky Sawatzky	MAP Unit 1 50% 01-112-098-60254	\$198.43
0066087	7/18/2018	Shred-It International ULC	Records Archive Destruction 01-112-099-60317	\$95.95
0066089	7/18/2018	Sims Publications Incorporated	Municipal Election Sign bylaw 01-112-099-60306	\$153.86
0066089	7/18/2018	Sims Publications Incorporated	Tax Flyers 01-112-099-60301	\$1,004.37

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066089	7/18/2018	Sims Publications Incorporated	Business Cards 01-112-099-60317	\$172.99
0066092	7/18/2018	Melissa Sooley	Police Clearance 01-112-099-60317	\$45.03
0066103	7/18/2018	Thomson Reuters Canada	Online Charges - June 2018 01-112-099-60320	\$118.68
0066105	7/18/2018	Town of Tecumseh	Accessibility Training 01-112-098-60254	\$444.65
0066106	7/18/2018	Tri-County Copiers Plus	Copies 01-112-099-60311	\$138.39
0066111	7/18/2018	Auggie Valore	Police Clearance 01-112-099-60317	\$49.53
0066112	7/18/2018	Vernon's Tap & Grill	eSolutions/Manager Training 01-112-098-60254	\$97.69
0066112	7/18/2018	Vernon's Tap & Grill	Manager's Webinar 01-112-098-60254	\$134.32
0066112	7/18/2018	Vernon's Tap & Grill	Manager's Webinar 01-112-098-60254	\$134.32
0066118	7/18/2018	Windsor Investigation Services	 01-112-099-60317	\$4,043.84
0066128	7/26/2018	Advance Business Systems	Postage Machine - Ink 01-112-099-60303	\$186.22
0066134	7/26/2018	ATM Pharmacies Ltd	Rent - Unit 10, 59 Main St E 01-112-099-60376	\$1,664.08
0066136	7/26/2018	Bell Canada	2021 Division Rd N (pipe) 01-112-099-60327	\$559.68
0066136	7/26/2018	Bell Canada	2021 Division (long dist/ext) 01-112-099-60327	\$651.09
0066139	7/26/2018	Canada Post Corporation	2018 Final Tax Bills 01-112-099-60303	\$6,802.22
0066139	7/26/2018	Canada Post Corporation	Tax PAP Letters 01-112-099-60303	\$1,612.12
0066144	7/26/2018	Cintas Canada Limited	Town Hall - Mats 01-112-099-60315	\$81.69
0066146	7/26/2018	Compugen Finance Inc.	Town Hall Copier Leases 01-112-099-60311	\$768.95
0066152	7/26/2018	D.H.Kingsville Investments Inc	Medical Centre Rent 01-112-099-60366	\$3,013.68
0066160	7/26/2018	Essex Region Conservation Aut	3rd Quarter Levy 01-112-420-60950	\$48,286.50
0066167	7/26/2018	Hill Sprinkler Systems	Sprinkler Repair - Town Hall 01-112-099-60315	\$1,679.04
0066168	7/26/2018	Tiffany Hong	AMCTO Course 01-112-098-60254	\$180.62
0066181	7/26/2018	Linda Lyman	Reive/Pignal - July 21/18 01-112-072-60129	\$275.00
0066181	7/26/2018	Linda Lyman	Reive/Pignal - July 21/18 01-112-072-60129	\$4.66
0066181	7/26/2018	Linda Lyman	McConnell/Pezzotti -July 20/18 01-112-072-60129	\$175.00
0066181	7/26/2018	Linda Lyman	McConnell/Pezzotti -July 20/18 01-112-072-60129	\$4.16
0066183	7/26/2018	McTague Law Firm	Professional Services 01-112-099-60319	\$281.37
0066184	7/26/2018	Minister of Finance (Marriage)	Marriage Licences 01-112-099-60345	\$1,200.00
0066187	7/26/2018	N.J. Peralta Engineering Ltd.	2501 Office Copying/Scanning 01-112-099-60301	\$101.58

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066188	7/26/2018	HYDRO ONE	2021 Division Admin #j027150 01-112-099-60314	\$2,624.46
0066189	7/26/2018	Pearsall Marshall Halliwell & Se	Cottam Rotary Bus Agreement 01-112-099-60319	\$763.20
0066189	7/26/2018	Pearsall Marshall Halliwell & Se	Registration Bylaw 55-2018 01-112-099-60319	\$328.84
0066195	7/26/2018	Proud House Wash Ltd.	Spray for Spiders 01-112-099-60315	\$240.41
0066198	7/26/2018	Ricci, Enns, Rollier & Settingtr	Building Code Violations 01-112-099-60319	\$1,424.64
0066199	7/26/2018	R. Moir Cleaning Service	July Cleaning - Town Hall 01-112-099-60341	\$2,442.24
0066200	7/26/2018	Rotary Club of Cottam	2018 Horse Show booklet Ad 01-112-099-60356	\$80.00
0066203	7/26/2018	Nelson Santos	May 17 & June 12 PT Negotiation 01-112-099-60400	\$64.38
0066215	7/26/2018	Union Gas Limited	2021 Division Rd Town Hall 01-112-099-60314	\$112.87
0066216	7/26/2018	Vernon's Tap & Grill	Pay Equity Review - Lunch 01-112-360-71721	\$89.55

Total For Department 112 \$102,407.44

114 -

0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-114-099-60327	\$91.58
0065978	7/18/2018	Applied Computer Solutions Inc	Service Work - June 01-114-099-60310	\$318.00
0065986	7/18/2018	Kyle Campbell	Mileage. 01-114-099-60400	\$32.20
0066010	7/18/2018	eSCRIBE Software Ltd	Approval Mgr Mobile App 01-114-099-60309	\$212.00
0066011	7/18/2018	eSolutionsGroup Limited	eCommerce Setup 01-114-360-71818	\$1,526.40
0066031	7/18/2018	Tony Iacobelli	Mileage 01-114-099-60400	\$79.74
0066043	7/18/2018	Laser Art Inc.	Embroidered Logos 01-114-072-60216	\$262.42
0066074	7/18/2018	Purolator Courier Service	Cell Phone Repair 01-114-099-60305	\$47.12
0066076	7/18/2018	Quest Software Canada	Kace Maintenance Renewal 01-114-099-60309	\$2,391.36
0066133	7/26/2018	Applied Computer Solutions Inc	Cisco Gear Mtce Contract 01-114-099-60309	\$1,323.89
0066142	7/26/2018	Cell Phone Repair Waterloo	Cell Phone Repairs 01-114-099-60309	\$325.63
0066157	7/26/2018	Empire Communications	Hard Drive Replacement 01-114-099-60309	\$366.32
0066159	7/26/2018	eSolutionsGroup Limited	Everbridge Integration 01-114-360-71817	\$7,631.99

Total For Department 114 \$14,608.65

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<u>120</u>	-			
0066008	7/18/2018	Erie Veterinary Hospital	Spay Neuter Program 01-120-280-60377	\$75.00
0066219	7/26/2018	Windsor Essex County Humane	Stray Cat Program 01-120-280-60125	\$275.00
0066219	7/26/2018	Windsor Essex County Humane	Cat Voucher Program 01-120-280-60377	\$50.00
0066219	7/26/2018	Windsor Essex County Humane	Cat Voucher Program 01-120-280-60377	\$50.00
0066219	7/26/2018	Windsor Essex County Humane	Cat Voucher Program 01-120-280-60377	\$50.00
Total For Department 120				\$500.00
<u>121</u>	-			
0065962	7/9/2018	E.L.K. Energy Inc	120 Fox St 01-121-099-60314	\$193.34
0065963	7/9/2018	Gosfield North Communications	Cottam Fire Hall 01-121-099-60327	\$77.22
0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-121-099-60327	\$157.73
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-121-099-60315	\$289.00
0065979	7/18/2018	B&T Waechter Holdings Ltd (Cc	Water Cooler 01-121-099-60315	\$274.74
0065990	7/18/2018	Cintas Canada Limited	Fire - Mats 01-121-099-60315	\$70.67
0065990	7/18/2018	Cintas Canada Limited	Fire - Mats 01-121-099-60315	\$40.56
0065998	7/18/2018	Darch Fire	Unit 123 Pump Repair 01-121-099-60316	\$18,415.41
0065998	7/18/2018	Darch Fire	Rescue Cargo Light 01-121-099-60316	\$689.30
0065998	7/18/2018	Darch Fire	Holmatro Seal Repair 01-121-099-60316	\$351.05
0066000	7/18/2018	Jeff Dean	Fire Service Law - Second Half 01-121-098-60254	\$497.50
0066000	7/18/2018	Jeff Dean	Rigging Academy Subscription 01-121-072-60118	\$166.46
0066016	7/18/2018	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$127.95
0066016	7/18/2018	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$107.09
0066016	7/18/2018	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$158.50
0066016	7/18/2018	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$348.30
0066017	7/18/2018	Fisher's Regalia & Uniform Ac	Gold Breast Badge 01-121-072-60216	\$199.86
0066034	7/18/2018	Inland Liferrafts & Marine Limitec	Immersion Suit Inspection 01-121-099-60316	\$169.15
0066040	7/18/2018	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$52.36

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066040	7/18/2018	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$16.67
0066040	7/18/2018	Kingsville Home Hardware	Hall Painting 01-121-099-60315	\$90.48
0066040	7/18/2018	Kingsville Home Hardware	Hall Painting 01-121-099-60315	\$187.20
0066040	7/18/2018	Kingsville Home Hardware	Hall Painting 01-121-099-60315	\$14.18
0066058	7/18/2018	Monarch Office Supply	Office Supplies - June 2018 01-121-099-60301	\$88.15
0066058	7/18/2018	Monarch Office Supply	Office Supplies - June 2018 01-121-099-60317	\$37.44
0066059	7/18/2018	Scott Moore	Sprinkler Course 01-121-098-60254	\$810.35
0066059	7/18/2018	Scott Moore	MAFP Unit 2 01-121-098-60254	\$361.25
0066061	7/18/2018	Novack's Uniform Solutions	Uniforms 01-121-072-60216	\$89.87
0066062	7/18/2018	OFCAAA	2018 Admin Education Seminar 01-121-098-60254	\$100.00
0066066	7/18/2018	Chuck Parsons	Water 01-121-099-60317	\$10.50
0066082	7/18/2018	Safedesign Apparel Ltd.	Bunker Gear 01-121-099-60701	\$6,759.19
0066086	7/18/2018	Dorothy Shepley (fire)	Janitorial Contract 01-121-099-60341	\$333.33
0066088	7/18/2018	Signs by Nommel	Decals / Name Tags 01-121-099-60316	\$147.55
0066094	7/18/2018	Southwest Diesel Service Inc	Unit 215 Inspection 01-121-099-60316	\$501.86
0066094	7/18/2018	Southwest Diesel Service Inc	Unit 219 Inspection 01-121-099-60316	\$1,125.64
0066105	7/18/2018	Town of Tecumseh	Accessibility Training 01-121-098-60254	\$222.32
0066110	7/18/2018	Util-Equip Manufacturing Inc.	Equipment Repair 01-121-099-60316	\$1,439.90
0066116	7/18/2018	Windsor Factory Supply	Traffic Vests 01-121-072-60216	\$222.85
0066122	7/18/2018	Xerox Canada Ltd.	Equipment Lease 01-121-099-60311	\$32.17
0066131	7/26/2018	A.J. Stone Company Ltd.	SCBA Cylinder 01-121-099-60358	\$2,920.36
0066132	7/26/2018	Allstream Business Inc	Fire Emerg Calls 01-121-099-60327	\$41.74
0066144	7/26/2018	Cintas Canada Limited	Fire - Mats 01-121-099-60315	\$40.56
0066144	7/26/2018	Cintas Canada Limited	Fire - Mats 01-121-099-60315	\$70.67
0066150	7/26/2018	DeLage Landen	Fire - Copier Lease 01-121-099-60311	\$137.83
0066163	7/26/2018	Global Traffic Technologies Car	2018 Q3 Lease 01-121-099-60311	\$2,026.19
0066173	7/26/2018	Jim's Division Auto Ltd	Car 1 Repairs 01-121-099-60316	\$1,425.47
0066173	7/26/2018	Jim's Division Auto Ltd	Car 1 - Wiper Blades 01-121-099-60316	\$58.61
0066188	7/26/2018	HYDRO ONE	127720 Division Rd N 01-121-099-60314	\$875.03

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066212	7/26/2018	Town of Kingsville (water)	1720 Division Rd N 01-121-099-60314	\$76.46
0066213	7/26/2018	Town of LaSalle	Dispatching Costs 01-121-100-60715	\$11,539.93
0066215	7/26/2018	Union Gas Limited	120 Fox St 01-121-099-60314	\$27.67
0066215	7/26/2018	Union Gas Limited	1720 Division Rd N 01-121-099-60314	\$93.22
Total For Department 121				\$54,310.83
122	-			
0065962	7/9/2018	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$579.44
0065963	7/9/2018	Gosfield North Communications	OPP - Talbot St Cottam 01-122-099-60327	\$121.88
0065964	7/9/2018	Minister of Finance (OPP)	OPP Contract - June 2018 01-122-072-60120	\$253,599.00
0065972	7/18/2018	ABSOLUTE CANADIAN	OPP - Water 01-122-099-60317	\$52.15
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-122-099-60315	\$72.25
0065990	7/18/2018	Cintas Canada Limited	OPP - Mats 01-122-099-60315	\$81.17
0066048	7/18/2018	Margie's	Cell Cleaning 01-122-099-60315	\$169.50
0066055	7/18/2018	Merchant Paper Company	OPP Supplies 01-122-099-60315	\$235.12
0066067	7/18/2018	Larry Patterson	Police Service Board Meeting 01-122-098-60254	\$26.74
0066067	7/18/2018	Larry Patterson	OAPSB-Blue Mtn May 24&25 01-122-098-60253	\$330.07
0066079	7/18/2018	Ricoh Canada	Copier Lease - OPP 01-122-099-60311	\$304.04
0066105	7/18/2018	Town of Tecumseh	OAPSB 2018 Conference 01-122-098-60253	\$231.28
0066144	7/26/2018	Cintas Canada Limited	OPP - Mats 01-122-099-60315	\$81.17
0066171	7/26/2018	John and Michelle Ivanisko	Cottam OPP Lease 01-122-260-60342	\$600.00
0066195	7/26/2018	Proud House Wash Ltd.	Spray for Spiders 01-122-099-60315	\$240.42
0066197	7/26/2018	Reliance Home Comfort	41 Division St S 01-122-099-60314	\$37.61
0066199	7/26/2018	R. Moir Cleaning Service	July Cleaning - Cottam OPP 01-122-099-60341	\$203.52
0066199	7/26/2018	R. Moir Cleaning Service	July Cleaning - K'ville OPP 01-122-099-60341	\$1,424.64
0066215	7/26/2018	Union Gas Limited	41 Division St S 01-122-099-60314	\$49.41
Total For Department 122				\$258,439.41

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
124	-			
0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-124-099-60327	\$183.17
0066043	7/18/2018	Laser Art Inc.	Embroidered Logos 01-124-072-60216	\$135.08
0066058	7/18/2018	Monarch Office Supply	Office Supplies - June 2018 01-124-099-60301	\$40.21
0066069	7/18/2018	Albert J Peach	Contract Work 01-124-072-60120	\$1,537.50
0066073	7/18/2018	Public Services Health and Safe	H&S for Building Inspectors 01-124-098-60254	\$447.74
0066190	7/26/2018	Albert J Peach	Contract work 01-124-072-60120	\$560.00
0066202	7/26/2018	Sam's Service Facility	16-02 Service and Detail 01-124-099-60316	\$136.25
0066202	7/26/2018	Sam's Service Facility	14-02 Service and Detail 01-124-099-60316	\$131.17

Total For Department 124 \$3,171.12

130	-			
0065962	7/9/2018	E.L.K. Energy Inc	390 Main St E - Traffic Lights 01-130-110-60402	\$55.25
0065962	7/9/2018	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$41.74
0065962	7/9/2018	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$146.33
0065962	7/9/2018	E.L.K. Energy Inc	Streetlights - Kingsville 01-130-114-60412	\$4,861.24
0065962	7/9/2018	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$113.81
0065962	7/9/2018	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$146.33
0065962	7/9/2018	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$26.26
0065962	7/9/2018	E.L.K. Energy Inc	Streetlights - Cottam 01-130-114-60412	\$1,006.68
0065965	7/9/2018	HYDRO ONE	Streetlights - Rd 3E 01-130-114-60412	\$4.26
0065965	7/9/2018	HYDRO ONE	Streetlights - Woodland 01-130-114-60412	\$60.26
0065965	7/9/2018	HYDRO ONE	Streetlights - Regent St 01-130-114-60412	\$29.68
0065965	7/9/2018	HYDRO ONE	Streetlights - Mucci Dr 01-130-114-60412	\$23.33
0065965	7/9/2018	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$4.26
0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-130-099-60327	\$45.79
0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-130-099-60327	\$457.92
0065974	7/18/2018	Advantage Data Collection	Sign Inspectors 2018 01-130-132-60428	\$11,186.67

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065989	7/18/2018	Chapman Signs	Street Sign Replacements 01-130-132-60428	\$362.10
0065996	7/18/2018	D & L Digging	CIB Repair - Laurel St 01-130-141-60439	\$705.91
0065996	7/18/2018	D & L Digging	Storm Sewer Repair - Lakeview 01-130-099-60452	\$697.06
0066001	7/18/2018	Delta Power Equipment	Parts for bush hog 01-130-099-60316	\$146.00
0066002	7/18/2018	Dillon Consulting	Bridge #503 - McCallum Dr 01-130-360-71828	\$15,925.11
0066002	7/18/2018	Dillon Consulting	Bridge #46 - S Talbot Rd 01-130-360-71827	\$4,079.51
0066002	7/18/2018	Dillon Consulting	Bridge #18 - Road 11 Bridge 01-130-360-71825	\$3,907.80
0066003	7/18/2018	Economy Rental Centre	Replace Weed Whipper 01-130-099-60357	\$498.57
0066006	7/18/2018	Ennis Paint Canada ULC	Bulk Paint for Lines 01-130-110-60401	\$1,642.29
0066029	7/18/2018	Hertz Equipment Rental	Rental - Sidewalk Grinding 01-130-144-60438	\$902.84
0066030	7/18/2018	Hurricane SMS Inc	Hill St - Broken Storm Sewer 01-130-099-60452	\$1,119.36
0066036	7/18/2018	Kelcom Radio Division	AVL and Radios for Fleet 01-130-099-60460	\$1,440.92
0066040	7/18/2018	Kingsville Home Hardware	Keys for Light Fixtures 01-130-114-60413	\$7.57
0066040	7/18/2018	Kingsville Home Hardware	Weed Whipper Line 01-130-099-60335	\$9.66
0066040	7/18/2018	Kingsville Home Hardware	Door Handle PW Lunchroom 01-130-099-60315	\$25.15
0066040	7/18/2018	Kingsville Home Hardware	Locks for Streetlights 01-130-114-60413	\$17.27
0066040	7/18/2018	Kingsville Home Hardware	Pump Spray for Weeds 01-130-118-60416	\$19.32
0066040	7/18/2018	Kingsville Home Hardware	Locks for Breaker Box 01-130-114-60413	\$17.27
0066040	7/18/2018	Kingsville Home Hardware	Line Painting Templates 01-130-110-60401	\$13.22
0066040	7/18/2018	Kingsville Home Hardware	Gloves 01-130-099-60347	\$10.15
0066040	7/18/2018	Kingsville Home Hardware	Rebar for Parking Blocks 01-130-110-60403	\$12.20
0066040	7/18/2018	Kingsville Home Hardware	Line Painting Templates 01-130-110-60401	\$20.36
0066049	7/18/2018	Shaun Martinho	Staff Meeting 01-130-098-60254	\$30.62
0066049	7/18/2018	Shaun Martinho	Staff Meeting 01-130-098-60254	\$14.92
0066058	7/18/2018	Monarch Office Supply	Office Supplies - June 2018 01-130-099-60317	\$43.62
0066070	7/18/2018	Phasor Industrial	Maple Street Light Repair 01-130-114-60413	\$340.71
0066071	7/18/2018	Andrew Plancke	Team Building Lunch 01-130-098-60254	\$97.34
0066093	7/18/2018	Southwestern Sales Corp. Ltd.	Top Up Culvert Replacement 01-130-138-60432	\$227.62
0066097	7/18/2018	Stantec Consulting Ltd.	Park Street - Cons. Services 01-130-360-71744	\$981.41

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066104	7/18/2018	Tire Tyme	13-03 Tires 01-130-099-60316	\$120.05
0066108	7/18/2018	TSC Stores L.P.	Camera for Street Light 01-130-099-60357	\$103.78
0066109	7/18/2018	United Rotary Brush Corporation	Centre Broom for Sweeper 01-130-110-60422	\$1,037.56
0066113	7/18/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,405.35
0066113	7/18/2018	Waddick Fuels	Clear ULS 01-130-099-60340	\$2,070.42
0066113	7/18/2018	Waddick Fuels	Dyed ULS 01-130-099-60340	\$412.29
0066113	7/18/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,497.36
0066113	7/18/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,255.06
0066113	7/18/2018	Waddick Fuels	Dyed ULS 01-130-099-60340	\$409.75
0066113	7/18/2018	Waddick Fuels	Clear ULS 01-130-099-60340	\$686.54
0066113	7/18/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,370.32
0066115	7/18/2018	Wiebe's Welding	Grating in PW Shop 01-130-099-60315	\$3,917.76
0066119	7/18/2018	Wolseley Canada Inc	Hand Tools/Paint 01-130-099-60357	\$280.29
0066129	7/26/2018	Advantage Farm Equipment Ltd	Parts for Bush Hog 01-130-099-60316	\$4,442.01
0066148	7/26/2018	County Wide Tree Service	Tree Removal - 1034 Spruce Ave 01-130-099-60426	\$1,881.54
0066148	7/26/2018	County Wide Tree Service	Tree Removal - 56 Creekview 01-130-099-60426	\$144.50
0066148	7/26/2018	County Wide Tree Service	Tree Removal - 340 Main 01-130-099-60426	\$478.27
0066149	7/26/2018	D & L Digging	CB Install - Pineway Park 01-130-141-60439	\$4,757.79
0066149	7/26/2018	D & L Digging	CB Repair at Library 01-130-141-60439	\$3,462.89
0066154	7/26/2018	Economy Rental Centre	Repair Weed Whipper 01-130-099-60357	\$64.90
0066155	7/26/2018	Eco Ready-Mix Inc.	Bench Installs 01-130-099-60455	\$366.84
0066158	7/26/2018	E.R.(Bill) Vollans Ltd.	Parts to service Bush Hog 01-130-099-60316	\$508.41
0066164	7/26/2018	Golder Associates	Professional Services 01-130-360-71827	\$5,342.40
0066164	7/26/2018	Golder Associates	Professional Services 01-130-360-71828	\$3,816.00
0066169	7/26/2018	Hurricane SMS Inc	Inspect Storm Sewer 01-130-099-60452	\$694.51
0066172	7/26/2018	Jeff Shepley Excavating Ltd.	Marsh Rd - Emergency Repair 01-130-138-60432	\$9,791.34
0066175	7/26/2018	Kelcom Radio Division	AVL and Radios 01-130-099-60460	\$1,440.92
0066176	7/26/2018	Kingsville Home Hardware	05-13 Stock 01-130-099-60357	\$24.39
0066178	7/26/2018	Leamington Int. Trucks	13-03 Safety 01-130-099-60316	\$1,024.74

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066180	7/26/2018	Lucier Glove & Safety Products	Safety Cones & Glasses 01-130-099-60347	\$703.12
0066182	7/26/2018	Mark's Commercial	Work Boots - Martinho 01-130-072-60216	\$128.21
0066188	7/26/2018	HYDRO ONE	Combination All Street Lights 01-130-114-60412	\$2,161.86
0066188	7/26/2018	HYDRO ONE	PW Garage 01-130-099-60314	\$776.88
0066193	7/26/2018	Pollard Highway Products Ltd	South Talbot Dust Control 01-130-138-60436	\$2,564.13
0066202	7/26/2018	Sam's Service Facility	Sweeper - Service Transmission 01-130-110-60422	\$1,043.51
0066202	7/26/2018	Sam's Service Facility	Sweeper - repair Fuel Line 01-130-110-60422	\$601.86
0066204	7/26/2018	Shepley Road Maintenance Ltd.	Road Repair for Culvert Replac 01-130-141-60414	\$2,533.82
0066206	7/26/2018	Southwestern Sales Corp. Ltd.	Repair Gravel Rd to Lagoon 01-130-138-60432	\$3,519.87
0066210	7/26/2018	Talbot Trail Ltd	Stone for Shouldering 01-130-138-60432	\$753.74
0066210	7/26/2018	Talbot Trail Ltd	Stone for Shouldering 01-130-138-60432	\$754.10
0066210	7/26/2018	Talbot Trail Ltd	Stone for Shouldering 01-130-138-60432	\$694.76
0066210	7/26/2018	Talbot Trail Ltd	Stone for Shouldering 01-130-138-60432	\$789.45
0066212	7/26/2018	Town of Kingsville (water)	PW Garage 01-130-099-60314	\$117.09
0066215	7/26/2018	Union Gas Limited	2021 Division Rd Garage 01-130-099-60314	\$29.60
0066215	7/26/2018	Union Gas Limited	2021 Division Rd PW Garage 01-130-099-60314	\$22.59
0066217	7/26/2018	Waddick Fuels	Clear ULS 01-130-099-60340	\$3,008.24
0066217	7/26/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,357.45
0066217	7/26/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,253.47
0066220	7/26/2018	Windsor Factory Supply	Powder Packs 01-130-132-60428	\$166.56
0066220	7/26/2018	Windsor Factory Supply	Measuring Tape 01-130-099-60357	\$5.56
0066221	7/26/2018	Wolseley Canada Inc	Parking Space Bumpers 01-130-110-60403	\$506.66

Total For Department 130 \$127,826.20

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0066013	7/18/2018	Essex-Windsor Solid Waste	Yard Waste - May 2018 01-131-400-60370	\$4,694.82
0066013	7/18/2018	Essex-Windsor Solid Waste	Waste Disposal - May 2018 01-131-400-60370	\$19,694.00
0066117	7/18/2018	Windsor Disposal Services Ltd.	CPI Increase - Jan-May 2018 01-131-400-60380	\$6,835.42

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066117	7/18/2018	Windsor Disposal Services Ltd.	Waste Collection - Arena 01-131-400-60380	\$30.53
0066117	7/18/2018	Windsor Disposal Services Ltd.	Yard Waste - April 2018 01-131-400-60382	\$5,946.73
0066117	7/18/2018	Windsor Disposal Services Ltd.	Waste Collection - July 2018 01-131-400-60380	\$43,380.58
0066117	7/18/2018	Windsor Disposal Services Ltd.	Waste Collection - Cottam Mini 01-131-400-60380	\$231.17
0066117	7/18/2018	Windsor Disposal Services Ltd.	Waste Collection - Crystal Apt 01-131-400-60380	\$231.17
0066117	7/18/2018	Windsor Disposal Services Ltd.	Yard Waste - June 2018 01-131-400-60382	\$5,391.06
0066161	7/26/2018	Essex-Windsor Solid Waste	Perpetual Care July/Aug 01-131-400-60404	\$9,427.00
0066161	7/26/2018	Essex-Windsor Solid Waste	Fixed Costs - June 01-131-400-60370	\$35,001.00

Total For Department 131 \$130,863.48

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0065962	7/9/2018	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$18.58
0066215	7/26/2018	Union Gas Limited	Mill St Cemetery 01-151-099-60314	\$24.97

Total For Department 151 \$43.55

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0065961	7/9/2018	Allstream Business Inc	Arena Fax/Debit 733-2866 01-170-099-60327	\$82.02
0065961	7/9/2018	Allstream Business Inc	Carnegie/Arena Elevator 01-170-099-60327	\$41.00
0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-170-099-60327	\$450.00
0065971	7/18/2018	2nd Kingsville Scouts	P2P Forms 58 01-170-000-15000	\$193.50
0065975	7/18/2018	AGO Industries Inc.	Arena - Uniforms 01-170-072-60216	\$262.96
0065975	7/18/2018	AGO Industries Inc.	Arena - Clothing 01-170-072-60216	\$174.90
0065975	7/18/2018	AGO Industries Inc.	Arena - Clothing 01-170-072-60216	\$270.06
0065975	7/18/2018	AGO Industries Inc.	Arena - Clothing 01-170-072-60216	\$174.90
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-170-099-60315	\$284.00
0065985	7/18/2018	Julie Bryers	P2P Form 22 01-170-000-15000	\$810.00
0065990	7/18/2018	Cintas Canada Limited	Arena - Mats 01-170-099-60315	\$48.80
0065995	7/18/2018	Culligan Water	Water Cooler - Arena 01-170-099-60315	\$27.95

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066007	7/18/2018	Erie North Shore Minor Hockey	Jumpstart - C & C Bluteau 01-170-058-41370	\$500.00
0066015	7/18/2018	Fastenal Canada	Rink Board Repair 01-170-099-60315	\$46.33
0066021	7/18/2018	Gillett Sheet Metal Inc.	Arena Rink Board Repair 01-170-099-60315	\$736.14
0066035	7/18/2018	Jireh Tools	Tools 01-170-099-60335	\$847.00
0066040	7/18/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$6.57
0066040	7/18/2018	Kingsville Home Hardware	Arena - Equipment Repair 01-170-099-60316	\$25.07
0066040	7/18/2018	Kingsville Home Hardware	Arena - Equipment Repair 01-170-099-60316	\$15.99
0066040	7/18/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$5.49
0066040	7/18/2018	Kingsville Home Hardware	Arena - Shop Supplies 01-170-099-60335	\$2.79
0066040	7/18/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$4.38
0066040	7/18/2018	Kingsville Home Hardware	Batteries/Markers 01-170-099-60315	\$18.98
0066040	7/18/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$95.97
0066040	7/18/2018	Kingsville Home Hardware	Arena - Paint 01-170-099-60315	\$22.47
0066040	7/18/2018	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$17.95
0066040	7/18/2018	Kingsville Home Hardware	Arena - Paint Brush 01-170-099-60315	\$16.00
0066040	7/18/2018	Kingsville Home Hardware	Parts for Repair 01-170-099-60315	\$28.41
0066040	7/18/2018	Kingsville Home Hardware	Paint / Trowel 01-170-099-60315	\$32.46
0066040	7/18/2018	Kingsville Home Hardware	Flooring & Boards 01-170-099-60315	\$17.27
0066044	7/18/2018	Linde Canada Limited 15687	Rental Charges 01-170-099-60315	\$88.96
0066046	7/18/2018	LSI Supply Inc	Arena Equipment Repair 01-170-099-60316	\$70.98
0066052	7/18/2018	William Mehaffey	Safety Glasses 01-170-099-60347	\$200.00
0066055	7/18/2018	Merchant Paper Company	Arena Supplies 01-170-099-60335	\$380.66
0066055	7/18/2018	Merchant Paper Company	Arena Supplies 01-170-099-60335	\$149.27
0066055	7/18/2018	Merchant Paper Company	Arena Supplies 01-170-099-60335	\$260.22
0066058	7/18/2018	Monarch Office Supply	Office Supplies - June 2018 01-170-099-60301	\$81.11
0066065	7/18/2018	Orkin Canada Corporation	Pest Control 01-170-099-60315	\$87.50
0066070	7/18/2018	Phasor Industrial	Lighting Repair 01-170-099-60315	\$173.00
0066070	7/18/2018	Phasor Industrial	Ammonia Detection System 01-170-099-60315	\$608.97
0066081	7/18/2018	Rona Inc	Drywall Pouch 01-170-099-60315	\$8.14

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066084	X	7/18/2018 Sarah Parks Horsemanship	P2P Form 62 01-170-000-15000	\$355.95
0066084	X	7/18/2018 Sarah Parks Horsemanship	P2P Forms 60 61 01-170-000-15000	\$1,200.06
0066096		7/18/2018 Ryan Spitse	Police Clearance/Drivers Abst 01-170-099-60317	\$37.00
0066106		7/18/2018 Tri-County Copiers Plus	Copies 01-170-099-60301	\$61.23
0066107		7/18/2018 Truax Lumber	Net Gate 01-170-099-60315	\$17.99
0066107		7/18/2018 Truax Lumber	Net Gate 01-170-099-60315	\$1.75
0066107		7/18/2018 Truax Lumber	Net Gate 01-170-099-60315	\$79.01
0066108		7/18/2018 TSC Stores L.P.	Clamps 01-170-099-60315	\$111.97
0066108		7/18/2018 TSC Stores L.P.	Portable Fan 01-170-099-60315	\$459.99
0066114		7/18/2018 Warkentin Plumbing	Pleated Filters 01-170-099-60315	\$138.00
0066116		7/18/2018 Windsor Factory Supply	Arena - Facility Mtce 01-170-099-60315	\$119.69
0066116		7/18/2018 Windsor Factory Supply	Floor Glue 01-170-099-60315	\$19.46
0066116		7/18/2018 Windsor Factory Supply	Floor Glue 01-170-099-60315	\$29.19
0066130		7/26/2018 AGO Industries Inc.	Logos for Uniforms 01-170-072-60216	\$900.00
0066143		7/26/2018 Chapman Signs	Sign 01-170-099-60315	\$155.52
0066144		7/26/2018 Cintas Canada Limited	Arena - mats 01-170-099-60315	\$48.80
0066145		7/26/2018 Cogeco	1741 Jasperson 01-170-099-60327	\$102.43
0066188		7/26/2018 HYDRO ONE	Arena Complex 01-170-099-60314	\$7,346.00
0066192		7/26/2018 Phasor Industrial	Arena Generator 01-170-360-71727	\$38,885.40
0066201		7/26/2018 Royal Benefits Inc	Claims - June 01-170-072-60222	\$481.50
0066212		7/26/2018 Town of Kingsville (water)	1741 Jasperson 01-170-099-60314	\$48.12
0066212		7/26/2018 Town of Kingsville (water)	1741 Jasperson 01-170-099-60314	\$633.89
0066215		7/26/2018 Union Gas Limited	1741 Jasperson Lane 01-170-099-60314	\$122.48
0066218		7/26/2018 Warkentin Plumbing	Arena Toilet Repair 01-170-099-60315	\$77.84

Total For Department 170

\$58,801.44

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0065961		7/9/2018 Allstream Business Inc	Park Pavilion 733-8952 01-171-155-60327	\$44.30
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Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0065961	7/9/2018	Allstream Business Inc	Lions Hall 733-2573 01-171-159-60327	\$41.00
0065961	7/9/2018	Allstream Business Inc	Carnegie/Arena Elevator 01-171-171-60327	\$47.98
0065962	7/9/2018	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$16.45
0065962	7/9/2018	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$16.83
0065962	7/9/2018	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$17.27
0065962	7/9/2018	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$267.53
0065962	7/9/2018	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$16.63
0065962	7/9/2018	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$222.26
0065962	7/9/2018	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$359.28
0065962	7/9/2018	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$176.67
0065962	7/9/2018	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$180.12
0065962	7/9/2018	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$273.16
0065962	7/9/2018	E.L.K. Energy Inc	169 Cty Rd 34W (Cottam Rotary) 01-171-099-60314	\$79.50
0065966	7/9/2018	Reliance Home Comfort	24 Mill St - Lions Hall 01-171-159-60314	\$24.00
0065970	7/18/2018	1797465 Ontario Limited	Port Rentals-Soccer/Marina 01-171-099-60318	\$559.68
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-171-172-60315	\$71.00
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-171-173-60315	\$72.25
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-171-174-60315	\$72.25
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-171-155-60315	\$213.00
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-171-171-60315	\$72.25
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-171-159-60315	\$71.00
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-171-176-60315	\$142.00
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-171-175-60315	\$72.25
0065982	7/18/2018	Blendtek Fine Ingredients	Chalk 01-171-177-60337	\$599.40
0065987	7/18/2018	Capogna Flowers Inc.	HS - Perennials 01-171-150-60344	\$808.99
0065987	7/18/2018	Capogna Flowers Inc.	HS - Cottam Hanging Baskets 01-171-150-60344	\$157.47
0065989	7/18/2018	Chapman Signs	'No Parking' Signs 01-171-099-60315	\$87.92
0065989	7/18/2018	Chapman Signs	18-05 Decals 01-171-360-71847	\$632.54
0066003	7/18/2018	Economy Rental Centre	R&R - Rental 01-171-099-60318	\$85.99

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066003	7/18/2018	Economy Rental Centre	Parts for Weed Whipper 01-171-099-60316	\$38.04
0066003	7/18/2018	Economy Rental Centre	Coil for Leaf Blower 01-171-099-60316	\$27.80
0066009	7/18/2018	E.R.(Bill) Vollans Ltd.	Weed Whipper Repair 01-171-176-60315	\$89.01
0066014	7/18/2018	Essex Readymix Inc.	Memorial Beach 01-171-155-60315	\$378.00
0066015	7/18/2018	Fastenal Canada	Parts for Repairs 01-171-099-60316	\$97.39
0066026	7/18/2018	H & A Mastronardi Farms Ltd.	HS - Planters 01-171-150-60344	\$602.35
0066026	7/18/2018	H & A Mastronardi Farms Ltd.	HS - Geraniums 01-171-150-60344	\$142.38
0066037	7/18/2018	Kelcom Telemessaging	Emerg Elevator Line 01-171-171-60315	\$27.42
0066039	7/18/2018	Kingsville Equipment Rentals	Concrete Vibrator 01-171-099-60318	\$28.49
0066040	7/18/2018	Kingsville Home Hardware	HS - Supplies 01-171-150-60344	\$35.59
0066040	7/18/2018	Kingsville Home Hardware	HS - Potting Soil 01-171-150-60344	\$27.23
0066040	7/18/2018	Kingsville Home Hardware	HS - Peat Moss/Potting Soil 01-171-150-60344	\$41.47
0066040	7/18/2018	Kingsville Home Hardware	HS - Wire/ Gloves 01-171-150-60344	\$21.33
0066040	7/18/2018	Kingsville Home Hardware	HS - Herbicide 01-171-150-60344	\$19.32
0066040	7/18/2018	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$55.31
0066040	7/18/2018	Kingsville Home Hardware	P&R - Water Wheel Repair 01-171-099-60315	\$43.67
0066040	7/18/2018	Kingsville Home Hardware	P&R - Gloves 01-171-099-60335	\$3.04
0066040	7/18/2018	Kingsville Home Hardware	P&R - Water Wheel Repair 01-171-099-60315	\$6.10
0066040	7/18/2018	Kingsville Home Hardware	P&R - Water Wheel Repair 01-171-099-60315	\$3.97
0066040	7/18/2018	Kingsville Home Hardware	Shovel & Pick 01-171-099-60335	\$45.25
0066040	7/18/2018	Kingsville Home Hardware	Cement 01-171-099-60315	\$9.44
0066040	7/18/2018	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$35.60
0066040	7/18/2018	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$55.41
0066040	7/18/2018	Kingsville Home Hardware	P&R - Equipment Repair 01-171-099-60316	\$28.17
0066040	7/18/2018	Kingsville Home Hardware	Mettawas Gazebo 01-171-099-60315	\$12.61
0066040	7/18/2018	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$5.78
0066040	7/18/2018	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$30.19
0066040	7/18/2018	Kingsville Home Hardware	ID Tags 01-171-176-60315	\$3.30
0066040	7/18/2018	Kingsville Home Hardware	Archives Sign 01-171-175-60315	\$7.93

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066057	7/18/2018	Modular Service Group Inc	Soccer Storage Bin 01-171-099-60318	\$76.32
0066068	7/18/2018	PCS Automation Services Inc	Facility Mtce 01-171-099-60315	\$310.37
0066070	7/18/2018	Phasor Industrial	Labour for Electrical Hook up 01-171-099-60315	\$194.82
0066070	7/18/2018	Phasor Industrial	Circuit Board 01-171-171-60315	\$111.94
0066072	7/18/2018	Practica	Pick Up Bags 01-171-099-60337	\$293.56
0066078	7/18/2018	Reis Appliance Centre Ltd.	Ridgeview Facility Mtce 01-171-176-60315	\$729.00
0066090	7/18/2018	Simplistic Lines Inc.	Field Line Paint 01-171-177-60337	\$1,309.75
0066091	7/18/2018	SMR Engines Inc.	Lawn Mower Repairs 01-171-099-60316	\$429.38
0066101	7/18/2018	The Storage Box	P&R Rental 01-171-099-60318	\$91.58
0066102	7/18/2018	The Prophet Corporation	Basketball Rims 01-171-176-60315	\$409.50
0066104	7/18/2018	Tire Tyme	P&R - New Tires 01-171-099-60316	\$233.13
0066104	7/18/2018	Tire Tyme	Tractor - Tire Repair 01-171-099-60316	\$156.71
0066113	7/18/2018	Waddick Fuels	P&R - Dyed ULS 01-171-099-60340	\$719.57
0066113	7/18/2018	Waddick Fuels	P&R - Dyed ULS 01-171-099-60340	\$510.58
0066114	7/18/2018	Warkentin Plumbing	Cleaning of Condensor Coil 01-171-171-60315	\$96.67
0066114	7/18/2018	Warkentin Plumbing	Bathroom Repairs 01-171-159-60315	\$179.22
0066114	7/18/2018	Warkentin Plumbing	HVAC Repair 01-171-175-60315	\$528.69
0066116	7/18/2018	Windsor Factory Supply	Part for Repair 01-171-099-60315	\$31.02
0066138	7/26/2018	BSM Technologies Ltd (formerl)	Fleet Tracking Service 01-171-099-60327	\$48.34
0066140	7/26/2018	Capogna Flowers Inc.	HS - Flowers 01-171-150-60344	\$1,091.22
0066140	7/26/2018	Capogna Flowers Inc.	HS - Flowers 01-171-150-60344	\$216.76
0066141	7/26/2018	Cedar Creek Landscaping	P&R - Grass Cutting June 2018 01-171-072-60120	\$5,423.80
0066145	7/26/2018	Cogeco	37 Beech St 01-171-172-60327	\$54.95
0066151	7/26/2018	Delta Power Equipment	Lawn Mower Repairs 01-171-099-60316	\$1,972.15
0066186	7/26/2018	Modular Service Group Inc	Soccer Storage Container 01-171-099-60318	\$76.32
0066188	7/26/2018	HYDRO ONE	1741 Jasperson Lane 01-171-177-60314	\$236.52
0066188	7/26/2018	HYDRO ONE	ERCA Ticket Booth 01-171-099-60314	\$30.29
0066191	7/26/2018	Pella Windows & Doors	Window 01-171-171-60315	\$325.12
0066195	7/26/2018	Proud House Wash Ltd.	Spray for Spiders 01-171-155-60315	\$236.25

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066195	7/26/2018	Proud House Wash Ltd.	Spray for Spiders 01-171-177-60315	\$236.25
0066197	7/26/2018	Reliance Home Comfort	315 Queen St 01-171-155-60314	\$81.57
0066199	7/26/2018	R. Moir Cleaning Service	July Cleaning - Unico 01-171-172-60315	\$400.00
0066212	7/26/2018	Town of Kingsville (water)	ERCA Park Washrooms 01-171-099-60314	\$128.71
0066212	7/26/2018	Town of Kingsville (water)	Cedar Island Park Washrooms 01-171-099-60314	\$73.72
0066214	7/26/2018	TSC Stores L.P.	Nuts & Bolts 01-171-099-60315	\$12.23
0066215	7/26/2018	Union Gas Limited	124 Fox St 01-171-176-60314	\$25.28
0066215	7/26/2018	Union Gas Limited	122 Fox St 01-171-173-60314	\$32.89
0066215	7/26/2018	Union Gas Limited	37 Beech St 01-171-172-60314	\$26.87
0066215	7/26/2018	Union Gas Limited	28 Division St S 01-171-171-60314	\$21.37
0066215	7/26/2018	Union Gas Limited	21 Mill St - Lions Hall 01-171-159-60314	\$21.73
0066220	7/26/2018	Windsor Factory Supply	Shop Supplies 01-171-099-60335	\$46.36

Total For Department 171 \$24,653.07

173

0065961	7/9/2018	Allstream Business Inc	Boat Ramp - 599 Cedar Dr 01-173-099-60327	\$44.30
0065976	7/18/2018	Allsop Plumbing	Back Flow Tests 01-173-099-60315	\$213.00
0065976	7/18/2018	Allsop Plumbing	Fix Leaking Tap, Dock Well 22 01-173-099-60315	\$109.00
0066040	7/18/2018	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$9.99
0066040	7/18/2018	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$49.48
0066053	7/18/2018	Melton Bros.Welding & Marine l	Marina - Facility Mtce 01-173-099-60315	\$591.83
0066093	7/18/2018	Southwestern Sales Corp. Ltd.	Gravel at Marina 01-173-099-60337	\$285.86
0066100	7/18/2018	Technical Standards & Safety	Fuel Safety Licence - Marina 01-173-152-60360	\$239.99
0066113	7/18/2018	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$2,079.28
0066113	7/18/2018	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$2,453.00
0066113	7/18/2018	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$3,716.03
0066188	7/26/2018	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$94.59
0066188	7/26/2018	HYDRO ONE	Cedar Beach Marina West Dock 01-173-099-60314	\$51.67

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066188	7/26/2018	HYDRO ONE	Cedar Island Boat Slips 01-173-099-60314	\$380.47
0066188	7/26/2018	HYDRO ONE	Boat Ramp Booth - 599 Cedar Dr 01-173-099-60314	\$43.08
0066206	7/26/2018	Southwestern Sales Corp. Ltd.	Stones 01-173-099-60337	\$424.16
0066206	7/26/2018	Southwestern Sales Corp. Ltd.	Boat Ramp 01-173-099-60337	\$65.79
0066212	7/26/2018	Town of Kingsville (water)	Docks - Cedar Island Dr 01-173-099-60314	\$46.23
0066212	7/26/2018	Town of Kingsville (water)	Heritage Rd Docks 01-173-099-60314	\$156.77
0066223	7/26/2018	XPlornet Communications Inc	Boat Ramp 01-173-099-60327	\$49.99

Total For Department 173 \$11,104.51

175

0066005	7/18/2018	Elegant Touch	Royal Tea Linens 01-175-099-60632	\$162.82
0066012	7/18/2018	Essex Free Press	Canada Day Ad 01-175-099-60306	\$276.14
0066028	7/18/2018	Riley Heath	Canada Day 01-175-099-60628	\$101.76
0066038	7/18/2018	K & H Distributing	Canada Day 01-175-099-60628	\$5,088.00
0066045	7/18/2018	Loblaw Inc.	Kids in the Kitchen 01-175-099-60627	\$15.15
0066045	7/18/2018	Loblaw Inc.	Kids in the Kitchen 01-175-099-60627	\$27.83
0066045	7/18/2018	Loblaw Inc.	Expo 01-175-099-60632	\$8.12
0066074	7/18/2018	Purolator Courier Service	Courier Fees 01-175-099-60317	\$26.81
0066089	7/18/2018	Sims Publications Incorporated	Canada Day Ad 01-175-099-60306	\$486.41
0066089	7/18/2018	Sims Publications Incorporated	55+ Expo Ad 01-175-099-60646	\$268.65
0066089	7/18/2018	Sims Publications Incorporated	Canada Day Ad - Extra 01-175-099-60306	\$194.36
0066147	7/26/2018	Comfort Inn & Suites Ambassac	Canada Day - Lorne Lampert 01-175-099-60628	\$103.76
0066179	7/26/2018	Loblaw Inc.	Canada Day 01-175-099-60628	\$508.00

Total For Department 175 \$7,267.81

178

0066156	7/26/2018	Elmara Construction Co. Limiter	Grovedale House 01-178-360-71630	\$459,357.73
0066162	7/26/2018	Glos Associates Inc	Additional Engineering 01-178-360-71630	\$1,801.15

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066162	7/26/2018	Glos Associates Inc	Grovedale Design 01-178-360-71630	\$6,496.35
Total For Department			178	\$467,655.23
<u>180</u>	-			
0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 01-180-099-60327	\$45.79
0066205	7/26/2018	Sims Publications Incorporated	5 yr OP Review - Open House 01-180-099-60306	\$192.33
0066205	7/26/2018	Sims Publications Incorporated	Note Pads 01-180-099-60301	\$223.87
0066209	7/26/2018	Storey Samways Ltd	Mat Leave Coverage 01-180-072-60120	\$3,713.22
Total For Department			180	\$4,175.21
<u>181</u>	-			
0065980	7/18/2018	Christina Bedal	Mileage 01-181-099-60317	\$39.62
0065980	7/18/2018	Christina Bedal	Flowers for Carnegie 01-181-170-60839	\$28.45
0065980	7/18/2018	Christina Bedal	Stamps - Membership Mailing 01-181-099-60301	\$86.50
0065981	7/18/2018	Bell Canada	BIA - Phone 01-181-099-60327	\$103.05
0065981	7/18/2018	Bell Canada	BIA - Internet 01-181-099-60327	\$32.56
0066123	7/25/2018	Christina Bedal	PC - Water and Cookies 01-181-099-60317	\$10.35
0066123	7/25/2018	Christina Bedal	PC - Office Supplies 01-181-099-60301	\$21.39
0066123	7/25/2018	Christina Bedal	PC - Office Supplies 01-181-099-60301	\$14.50
0066123	7/25/2018	Christina Bedal	PC - Water 01-181-099-60317	\$1.50
0066135	7/26/2018	Christina Bedal	Storage Jump Drives 01-181-099-60301	\$45.76
0066201	7/26/2018	Royal Benefits Inc	Claims - June 01-181-072-60212	\$150.47
Total For Department			181	\$534.15
<u>184</u>	-			
0066025	7/18/2018	Hall Telecommunications Suppl	Textnet Service 01-184-099-63300	\$172.99

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 184				\$172.99
<u>185</u>	-			
0065981	7/18/2018	Bell Canada	BIA Toll Free 01-185-099-60327	\$12.17
0066054	7/18/2018	Ashley Mentley	Tourism Video Update 01-185-099-63104	\$120.00
0066080	7/18/2018	RKM Awards & Promotional Prc	Deluxe Tent 01-185-099-63103	\$1,821.50
0066089	7/18/2018	Sims Publications Incorporated	Canada Day Ad 01-185-099-63104	\$268.65
0066089	7/18/2018	Sims Publications Incorporated	Canada Day Ad - Extra 01-185-099-63104	\$106.85
0066098	7/18/2018	Sun Parlour Folk Music Society	Folk Fest Booth Space 01-185-099-63103	\$100.00
0066208	7/26/2018	Speedprint Inc.	Save the Date - KEDC Conf 01-185-099-63113	\$43.06
Total For Department 185				\$2,472.23
<u>186</u>	-			
0066137	7/26/2018	Veronica Brown	Research Assistant 01-186-099-63200	\$420.00
0066205	7/26/2018	Sims Publications Incorporated	Notice-Intention to Designate 01-186-099-60306	\$523.13
Total For Department 186				\$943.13
<u>201</u>	-			
0065967	7/9/2018	Telus Mobility	Cell Phone - June to July 02-201-099-60327	\$320.54
0065968	X 7/18/2018	1185609 Ontario Ltd	Refund Unused Deposit 02-201-006-12068	\$276.49
0065969	X 7/18/2018	1364674 Ontario Ltd	Refund Unused Deposit 02-201-006-12068	\$302.00
0065984	7/18/2018	Steve Branch	Vendor Day & Reg Training 02-201-098-60254	\$84.20
0065994	7/18/2018	Corix Water Products LP	Water Meters 02-201-099-63015	\$4,650.43
0065994	7/18/2018	Corix Water Products LP	Water Meters 02-201-099-63015	\$2,686.46
0065997	7/18/2018	Matthew Dagenais	WWOTC Training 02-201-098-60254	\$39.62
0066024	7/18/2018	Hach Sales & Service Canada L	DPD for Tester 02-201-099-60335	\$563.75
0066040	7/18/2018	Kingsville Home Hardware	Coupler & Root Axe 02-201-099-60357	\$55.53

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066043	7/18/2018	Laser Art Inc.	Embroidered Logos 02-201-072-60216	\$135.08
0066049	7/18/2018	Shaun Martinho	Staff Meeting 02-201-098-60254	\$14.92
0066064	7/18/2018	Ontario One Call	Notifications June 2018 02-201-099-63020	\$286.09
0066083	7/18/2018	Sam's Service Facility	08-01 Oil change & Service 02-201-099-60316	\$69.64
0066099 *	7/18/2018	Philip Tallent	Refund on Final 02-201-006-12067	\$70.00
0066108	7/18/2018	TSC Stores L.P.	Sandcloth for Hydrants 02-201-099-63045	\$48.84
0066121 *	7/18/2018	Craig Wright	Refund Tenant Deposit 02-201-031-21475	\$200.00
0066139	7/26/2018	Canada Post Corporation	Water Bills and Arrears 02-201-099-60303	\$3,293.48
0066165	7/26/2018	Hach Sales & Service Canada L	Calibrate Hach Readers 02-201-099-60316	\$651.26
0066176	7/26/2018	Kingsville Home Hardware	Paint for Shop 02-201-099-60315	\$14.23
0066176	7/26/2018	Kingsville Home Hardware	Air Freshner 02-201-099-60335	\$27.41
0066176	7/26/2018	Kingsville Home Hardware	Screws & Ties 02-201-099-60335	\$21.12
0066194	7/26/2018	Preview Inspections and Consul	Backflow Prevention 02-201-180-60405	\$1,831.68
0066201	7/26/2018	Royal Benefits Inc	Claims - June 02-201-072-60222	\$421.32
0066202	7/26/2018	Sam's Service Facility	06-02 Replace EGR Valve 02-201-099-60316	\$448.89
0066202	7/26/2018	Sam's Service Facility	06-02 Safety, Service, Brakes 02-201-099-60316	\$1,480.41
0066212	7/26/2018	Town of Kingsville (water)	Coin Meter 02-201-099-60314	\$18.83
0066221	7/26/2018	Wolseley Canada Inc	Stock Meter Pits 02-201-099-63015	\$2,457.11
0066221	7/26/2018	Wolseley Canada Inc	Pipe Saddle Inventory 02-201-099-63030	\$519.00

Total For Department 201 \$20,988.33

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0065962	7/9/2018	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$126.56
0065962	7/9/2018	E.L.K. Energy Inc	Bernath Pump Station 02-242-099-60314	\$26.63
0065962	7/9/2018	E.L.K. Energy Inc	67 Heritage Sewage 2 02-242-099-60314	\$4,968.83
0065962	7/9/2018	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$568.50
0066027	7/18/2018	Heaton Sanitation	Bayview - Bi-Annual Flushing 02-242-320-64365	\$1,882.56
0066030	7/18/2018	Hurricane SMS Inc	Wigle Ave - Sewer Inspections 02-242-320-64365	\$1,190.59

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066063	7/18/2018	Ontario Clean Water Agency	Union Gas - April 17-May 17 02-242-099-60314	\$1,443.90
0066063	7/18/2018	Ontario Clean Water Agency	Operations & Maintenance 02-242-320-64360	\$81,052.65
0066094	7/18/2018	Southwest Diesel Service Inc	Repair Holes in Box 02-242-099-60316	\$2,698.74
0066169	7/26/2018	Hurricane SMS Inc	Relieve Blockage on Elgin St 02-242-320-64365	\$1,831.68
0066169	7/26/2018	Hurricane SMS Inc	Sewer Backup-Elm/Stonehedge 02-242-320-64365	\$712.32
0066188	7/26/2018	HYDRO ONE	18 Hwy Lane Sewage Lagoon 02-242-099-60314	\$38.34
0066188	7/26/2018	HYDRO ONE	1460 Rd 2E Pump 02-242-099-60314	\$600.90
0066188	7/26/2018	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$75.96
0066188	7/26/2018	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$75.98
0066188	7/26/2018	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$211.11
0066188	7/26/2018	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$180.58
0066188	7/26/2018	HYDRO ONE	1902 Heritage Rd Pumps 02-242-099-60314	\$49.40
0066188	7/26/2018	HYDRO ONE	Forcemain Over Bridge 02-242-099-60314	\$26.66
0066188	7/26/2018	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$15,802.18

Total For Department 242 \$113,564.07

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0065962	7/9/2018	E.L.K. Energy Inc	168 County Rd 27 N 02-243-099-60314	\$263.68
0065962	7/9/2018	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$91.07
0065962	7/9/2018	E.L.K. Energy Inc	16 Whitewood (Behind) 02-243-328-64365	\$16.07
0065962	7/9/2018	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$114.45
0065963	7/9/2018	Gosfield North Communications	Pump House Alarm 02-243-099-60327	\$48.15
0066063	7/18/2018	Ontario Clean Water Agency	Operations & Maintenance 02-243-320-64360	\$5,924.21

Total For Department 243 \$6,457.63

* Note GST Rebate details are omitted, but are included in the totals **\$1,545,327.06**



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

Date: August 2, 2018
To: Mayor and Council
Author: Ryan McLeod, Director of Financial Services
RE: 2018 Water & Wastewater Rate Study
Report No.: FS-2018-12

AIM

To award the 2018 Water & Wastewater rate study and completion of the Ontario Regulation 453/07: Water Financial Plan to Watson & Associates Economists Ltd.

BACKGROUND

As part of the municipal drinking water licensing requirements, the Province requires municipalities to prepare a financial plan to ensure their drinking water system is financially viable. The Town of Kingsville drinking water license will require renewal by February 25, 2019.

In addition to meeting Provincial requirements, a water and wastewater rate study will assist management in establishing stable and predictable water and wastewater rates. This rate study will take into consideration consumption patterns and future capital requirements to ensure the Town is financial positioned to address the long-term operating and capital needs associated with these systems.

DISCUSSION

There are a number of factors which have led administration to recommend awarding this project to Watson & Associates. This firm completed the Town's previous water rate study which expires in 2019. Through their involvement with Kingsville's previous rate study and the recently adopted Development Charge study, they have detailed knowledge of the Town's current rate structure, customer base and economic environment. Further, Watson will be concurrently completing the rate study for the Union Water Supply System, which will result in certain efficiencies which have been reflected in the proposal.

After some negotiations with management, Watson has agreed to complete this study for \$25,000 (plus HST). Please see attached for a copy of the proposal.

LINK TO STRATEGIC PLAN

To become a leader in sustainable infrastructure renewal and development.

FINANCIAL CONSIDERATIONS

The 2018 Water budget includes \$25,000 for this rate study. As this study will relate to both water and wastewater, Administration would recommend allocating a portion of the fees to the respective wastewater budgets. To the extent that this cost cannot be absorbed in the current year wastewater operating budgets, Administration will recommend an appropriate reserve transfer at year end.

CONSULTATIONS

Andrew Plancke, Director of Municipal Services

RECOMMENDATION

That council accept the proposal from Watson & Associates for 2018 Water and Wastewater rate study and completion of the Ontario Regulation 453/07: Water Financial Plan.

Ryan McLeod

Ryan McLeod, CPA, CA
Director of Financial Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

August 1, 2018

Mr. Ryan McLeod
Director of Financial Services
Town of Kingsville
2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

Dear Mr. McLeod:

Re: 2018 Water and Wastewater Rate Study and Ontario Regulation 453/07

Watson & Associates Economists Ltd. (Watson) is pleased to provide you with our proposal submission concerning the updates to the Water and Wastewater Rate Study as well as the Ontario Regulation (O. Reg.) 453/07: Water Financial Plan. As we understand, you are seeking our assistance in updating the water rate study we provided to you in 2010 in order to update the rate forecast as well as to provide a rate forecast for wastewater. This update is to be based on your 2018 operating budget and capital forecast. Note, Watson will be concurrently working with Union Water to provide them with a rate study analysis and financial plan. This will provide efficiencies with respect to travel and information collection/analysis for the Town of Kingsville. Based on this request we are providing the following.

1. Introduction

Based upon the request for the rate study, our comments on each of the study tasks are detailed below:

1. Consumption and Customer Data Update and Analysis
2. Capital Forecast Update
3. Capital Cost Financing Options
4. Operating Cost and Revenue Analysis
5. Rate Analysis and Update
6. Review Calculations and Preliminary Rates with Staff
7. Council Workshop
8. Water and Wastewater Rate Study
9. Ontario Regulation 453/07: Water Financial Plan
10. Council Presentation



1.1 Consumption and Customer Data Update and Analysis (Task #1)

- We have provided for a meeting with staff to solicit their input on the process and to obtain historical information and data regarding consumption, existing infrastructure inventory, capital and operating information, along with presenting background for discussion.
- Review historic records on water consumption and sewage flows by system. The historic consumption/flows records will be classified by class of user to assess consumption patterns. These classes may be defined as residents (single vs. multi-residential), commercial, industrial, and institutional. Further refinements can be made based on discussions with staff.
- Based on the average consumption patterns for above, a consumption forecast will be developed with the Town's residential and non-residential forecasts resulting from the Town's recent Development Charges Background Study or any other approved forecast document.

1.2 Capital Forecast Update (Task #2)

Review with staff and update the capital needs based upon:

- Update the Capital Forecast based on the 2018 approved Budget/Forecast and current DC study, confirming timing of growth projects with staff.
- Municipality inventory information will be used for lifecycle costing purposes and capital forecast requirements within the forecast period. (Note: Watson can use benchmark costs for water and wastewater assets from surrounding municipalities.)
- Update the timing of expenditures related to servicing new growth as per any changes in assumptions in growth (as identified by staff through Task #1 above).

1.3 Capital Cost Financing Options (Task #3)

- Based on findings of Task #2, consider debt and/or transfers from operating budgets and/or reserves. Evaluation would include other statutory authorities such as Development Charges, Part XII charges under the Municipal Act, development agreements under the Planning Act, local improvements, regulations, etc.
- In addition, we will consider the potential for and applicability to grant funding for capital works proposed in #2.
- Review with Town personnel prior to proceeding with rate determination. This discussion will address potential short to medium term impacts of utilizing alternative capital financing methods as a means of controlling rate levels.



1.4 Operating Cost and Revenue Analysis (Task #4)

- Update operating budget based on 2018 base data to be provided by staff. Review operating costs and related annual cost components such as maintenance costs, testing, engineering/administration, reading/billing/collecting, etc. Break down into fixed and variable components
- Update and include existing debenture issues.
- Update and include December 31, 2017 reserve/reserve fund balances into the model.

1.5 Rate Analysis and Update (Task #5)

- Rate forecast to be updated based on present structure for water and wastewater.
- The present rates for water consist of a consumption charge of \$0.95 per cubic metre and a quarterly fixed charge of \$19 for each customer.
- There are three wastewater rate areas:
 - Cottam:
 - Fixed residential charge: \$85 per quarter
 - Fixed multi-residential, commercial, and industrial charge: 130% of total water charges
 - Greenhouse rate: \$1.24 per cubic metre of sewage discharge
 - Foreign worker housing: Occupant load/3.2 * \$85 per quarter
 - Lakeshore West:
 - Fixed residential charge: \$83 per quarter
 - Fixed multi-residential, commercial, and industrial charge: 130% of total water charges
 - Greenhouse rate: \$1.24 per cubic metre of sewage discharge
 - Foreign worker housing: Occupant load/3.2 * \$83 per quarter
 - Kingsville:
 - Fixed residential charge: \$83 per quarter
 - Fixed multi-residential, commercial, and industrial charge: 130% of total water charges
 - Greenhouse rate: \$1.24 per cubic metre of sewage discharge
 - Foreign worker housing: Occupant load/3.2 * \$83 per quarter

1.6 Review Calculations and Preliminary Rates with Staff (Task #6)

- One meeting has been provided to review the preliminary findings of the rate analysis and discuss options for rate increases over the forecast period.
- Review all information provided to date as well as options for rate changes over the forecast period.



1.7 Council Workshop (Task #7)

- Prepare a PowerPoint presentation to Council outlining the most recent information on the legislation surrounding the water and wastewater industry, preliminary rate calculations and a comparison to rates of neighbouring municipalities.

1.8 Water and Wastewater Rate Study Report (Task #8)

- Finalize the long-term plans prepared as part of the previous tasks for capital (existing system/future) and operating needs from a value engineering and/or long-term lifecycle perspective.
- Prepare a capital/operating implementation plan from a technical and cost perspective.
- We will provide a Water and Wastewater Rate Study Report. The report will summarize the model results and will include discussion of the impact of customers buying into the distribution systems as well as include the financial plan.

1.9 Ontario Regulation 453/07: Water Financial Plan (Task #9)

- As part of the compliance reporting for Ontario Regulation 453/07, municipalities are required to prepare “financial plans” along with details of the proposed financial position and operations for water (and optional for wastewater) for a minimum of six years. Watson assisted the Town with their financial plan (for water) in 2010 to be compliant with the water licence legislation.
- The financial plan must be submitted with the Town’s renewal application for its water licence and must start in the year the water licence is to be renewed, for the Town this is 2019. Watson proposes to undertake this work after the completion of the rate study, to ensure the financial plan reflects the most recent information available.
- Watson’s water/wastewater rate study update for the Town will form the basis of the financial plan. The rate study update is prepared on a “modified” cash accounting basis and provides detailed forecasts of the capital, operating, reserve fund positions, capital asset inventories, future consumption volumes and rate calculations. In order to prepare the financial plan as prescribed by the Regulation, the information contained in the study will need to be converted to a full accrual basis as per the following process:

Step 1 - Calculate Tangible Capital Asset Balance (utilizing the Town’s current PSAB 3150 information)



- Step 2 - Convert Forecasted Operating Statement to Full Accrual Statement of Operations
- Step 3 - Enter Balances for Remaining Items on Statement of Financial Position.
- Step 4 - Use Operating Statement and Statement of Financial Position to Complete Statement of Net debt and Cash Flow
- Step 5 - Verification and Note Preparation

1.10 Council Presentation (Task #10)

- Present the final rate calculations and rate study at a meeting of Council. The presentation will include the most recent information on the legislation surrounding the water and wastewater industry, final rate calculations and a comparison to rates of neighbouring municipalities.

2. Watson & Associates Economists Ltd.

Gary Scandlan, B.A., P.L.E., Director

Would represent the firm and be responsible for all facets of the rate study process and will present the findings of both the rate study and financial plan at all staff, Council and Public Meetings. Gary would assume responsibility for development of the rate model, supervising the analysis and report documentation, data collection and compilation, analysis of long term capital and operating costs, as well as being available for staff meetings. Mr. Scandlan has been with the firm of Watson & Associates Economists Ltd. for 29 years before which he worked for two Regional municipalities. In regard to the latter, he held senior managerial positions and was directly responsible for long range financial planning, long term rate and tax impact planning as well as all facets of capital financing. He is presently a member of the firm's senior management group, which develops interpretations of legislative requirements, as well as methodologies and formats and determines alternative policy strategies for all facets of the corporate assignments. Mr. Scandlan has undertaken rate studies for a number of municipalities of varying size and has advanced the concept of long term lifecycle costing within rate structures. Mr. Scandlan has had considerable involvement in the changes being made to the water and wastewater industry in Ontario. Of particular note:

- represented the Ontario Water Works Association (O.W.W.A.), Ontario Municipal Water Association (O.M.W.A.) and Canada Environmental Association (C.E.L.A.) during the Walkerton Inquiry. He prepared several submissions, participated in two expert panels and made presentations to Judge O'Connor on two occasions;
- assisted in the preparation of a formal submission to the Province on behalf of O.W.W.A./O.M.W.A. upon first reading of Bill 155 (subsequently Bill 175);
- has been retained by O.W.W.A./O.M.W.A. to represent the Associations during stakeholder discussions on the Regulations for both S.W.S.S.A. and S.D.W.A.;



- has undertaken numerous lectures on Bill 175/195 and the Water Opportunities Act, as well as other aspects of the water industry in Ontario on behalf of A.M.O., A.M.C.T.O., A.P.W.A., O.G.R.A./R.O.M.A., O.M.W.A., O.W.W.A./C.W.W.A. and Trent University;
- worked with the Province of Ontario to refine Municipal Act legislation and regulations as it applies to water and wastewater services.

Daryl Abbs, M.B.E., Consultant

Would provide assistance in completion of the study, and would assist in report documentation, data compilation, and analysis. Daryl would be the main contact for day-to-day questions and be responsible for the collection, compilation, and initial analysis. Since joining the firm in 2015, Daryl has assisted in gathering and compiling background information for development charge studies, water and wastewater rates, and fiscal impact assessments. Daryl holds a B.A. (Honours) degree in Economics from McMaster University and a Master of Business Economics from Brock University.

Nancy Neale, P.L.E., Senior Project Coordinator

Would provide assistance in completion of the rate study and would assume responsibility for preparation and completion of the O.Reg. 453/07: Water Financial Plan as well as being available for staff meetings. Nancy formerly worked for Halton Region, Milton and Oakville where she was the staff person responsible for development charges, financial agreements with developers, capital budgeting and many other related tasks. She joined the firm in 2003 and has participated in over 150 DC assignments, over 80 water & wastewater rate studies and various financial impact assessments and long term financial plans.

3. Budget

Our proposed budget for the project, based on the items outlined in our full work program, is \$25,000. We would note that this budget reflects the study budget provided for the 2010 study, indexed to current dollars. Further, our work includes the completion of the water financial plan as per O.Reg. 453/07. As the Town's current license is set to expire in early 2019, we have provided for this in our proposed budget.

The quotation provides for an updated water and wastewater rate study in PDF format which will be provided to the municipality electronically upon completion of the study as well as electronic versions of the Council Workshop and Public Meeting presentations in PowerPoint format.



Town of Kingsville
Water and Wastewater Rate Study and O.Reg. 453/07 Water Financial Plan
Detailed Budget by Study Step

Budget by Milestone	Watson & Associates Economists Ltd.			
	Gary Scandlan, Director	Nancy Neale, Senior Project Coordinator	Daryl Abbs, Consultant	Total Resources
Hourly Rates	\$285	\$190	\$140	
Water and Wastewater Rate Study				
1 Study Start-up (1)* and Data Collection	6	-	8	14
2 Assessment of Consumption/Flows/Customers	2	-	8	10
3 Capital Needs and Financing	2	-	8	10
4 Operating Costs and Lifecycle Planning	2	-	8	10
5 Rate Calculations	2	-	8	10
6 Review Calculations & Preliminary Rates with Staff (1)*	6	-	8	14
7 Council Workshop	6	-	6	12
8 Report Preparation	3	2	10	15
9 O. Reg. 453/07 Water Financial Plan	4	10	8	22
10 Presentation to Council (1)*	6		2	8
Total Number of Hours	39	12	74	125
Disbursements (travel, telephone, courier, reports)				\$ 1,200
Total Water and Wastewater Fees	\$ 11,115	\$ 2,280	\$ 10,360	\$ 25,000
Additional Meetings upon request (based on 7 hours)				\$ 2,000

* Hours for Meetings include preparation and travel time

- Please note that we have not included a budget for engineering services in this proposal as it has been assumed that all required information needed to update the Rate Study would be provided by Town staff and that the Town is able to arrange for these services directly if they are required. The engineering assessment that you provide (if needed) should include the updated evaluation of the water and wastewater system inventory and capital needs which will feed into our financial analysis. This data may be obtained from the Town's most recent Asset Management Plan. As noted, Watson will use benchmark costs for the assets.
- Out-of-pocket disbursements for travel, long distance, copying and related expenses, are invoiced at cost. Budget does not include applicable taxes.
- Our billings are submitted on a monthly basis for time worked on the project during the previous month. Billings are on a net 30-day basis.
- Our estimated budget is an "upset," with invoicing only to the extent of time spent on the project, and not to exceed the upset limit.
- The quotations provide for a digital copy of the Final Report, along with one print ready copy.



4. Time Schedule

Based on the request for proposal we have developed the work program to allow us to complete the study activities and have the preliminary calculations completed before the end of 2018, in advance of the water license application deadline.

Details	2018											
	August			September			October			November		
Water and Wastewater Rate Study												
1 Study Start-up (1)* and Data Collection	SM											
2 Assessment of Consumption/Flows/Customers												
3 Capital Needs and Financing												
4 Operating Costs and Lifecycle Planning												
5 Rate Calculations												
6 Review Calculations & Preliminary Rates with Staff (1)*							SM					
7 Council Workshop							CW					
8 Report Preparation												
9 O. Reg. 453/07 Water Financial Plan												
10 Presentation to Council (1)*											CM	

SM - Staff Meeting

CW - Council Workshop

CM - Council Meeting

We note that these timelines are dependent on staff meeting their timelines as we will require their input prior to being able to undertake all aspects of the financial analysis.

5. Other Matters

5.1 Municipal Staff Resources and Responsibilities

Information Requirements for the Water and Wastewater Rate Update:

Municipal staff assistance will be required regarding the provision of information such as historical consumption/flow data, financial data (both capital and operating), system inventory information, existing policies regarding present rate structure, and other fees and revenues sources. It is anticipated that time commitments over and above the time requirements for the provision of data will, to some extent, depend upon the number of policy issues which may be defined at the project initiation meeting. Based on information gained during the last study, we will review and update the following information:

- 2018 Operating and Capital budget and forecast;
- Any significant changes to the inventory of water system infrastructure (W.I.M.'s) and sewer infrastructure (S.I.M.'s) provided during the previous rate analysis. To include age, materials, location, length, size and any related maintenance history information, provided in A.I.M.S. and/or state of the art lifecycle report;
- December 31, 2017 Reserve/Reserve fund balances for water and wastewater (including water and wastewater D.C. reserve fund balances);
- Debenture repayment schedules issued in 2017 or 2018 and/or expected to be issued prior to 2019;



- Current Water and Wastewater Rates;
- Water consumption and wastewater flows by class of customer and by month for 2017 and 2018;
- Summary of number of customers by class and consumption data by classes of users for 2017 and 2018, and;
- Most recent letter from Ministry of Municipal Affairs regarding debt capacity limits.

6. Terms and Conditions

6.1 Timely and Accurate Information

You agree to use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete. You agree to notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

6.2 Changes to Service

Either party may request changes to the Services. We shall work with you to consider and, if appropriate, to vary any aspect of the Engagement, subject to payment of reasonable additional fees and a reasonable additional period to provide any additional Services. Any variation to the Contract, including any variation to fees, services or time for performance of the Services, shall be set forth in separate correspondence which shall form part of the Contract and to which these Terms and Conditions shall apply.

6.3 Reliance on Drafts

You acknowledge draft reports or advice, whether oral or written, issued by us may be subject to further work, revisions and other factors which may mean that such drafts are substantially different from any final report or advice issued.

6.4 Payment of Fees

We reserve the right to charge interest at the rate of 1% per month for payment of any invoices not received within 45 days of billing.

6.5 Limitation of Liability

Watson & Associates Economists Ltd.'s entire liability to the client under this engagement for damages from any cause whatsoever shall not exceed the aggregate of the amounts paid by you pursuant to this Contract Letter.



6.6 Resolving Disputes

If any dispute arises between us, we will attempt to resolve the dispute in good faith by senior level negotiations. Where both of us agree that it may be beneficial, we will seek to resolve the dispute through alternative dispute resolution.

6.7 Accessibility

Watson is committed to producing accessible documents that comply with municipal and AODA (Accessibility for Ontarians Disability Act) guidelines, including adherence to CNIB Clear Print guidelines. Watson can provide reports as PDF files that pass the Adobe Version 10 Accessibility Checker. However, in cases where complex data tables are being provided as part of our reports, we will discuss any special circumstances with the municipality. Often these complex data tables would be included as a separate appendix in order that they can be separated from the main document when being published in the public domain (e.g. municipal website) where accessibility is required.

6.8 Conflict of Interest

We have reviewed our current projects and confirm that none of the project team members has a conflict of interest.



6.9 Confirmation of Terms of Engagement

Having read the above Letter of Contract from Watson & Associates Economists Ltd., dated August 1, 2018, we agree to acceptance of this proposal and to engage Watson & Associates Economists Ltd. upon the terms set out therein.

WATSON & ASSOCIATES ECONOMISTS LTD.

Gary D. Scandlan, B.A., P.L.E.

Director

Signed: _____

Accepted on behalf of: _____

Town of Kingsville

Date: _____



Appendix A – Corporate Profile and Experience

CORPORATE PROFILE

Watson & Associates is one of Canada's leading economic consulting firms. Established in 1982, we offer a comprehensive range of fiscal planning and policy services to clients in government and the private sector throughout Ontario and beyond.

Our unique and dynamic team of specialists has assisted clients from over 250 municipalities, utilities and school boards, as well as private industry, and senior levels of government, to frame their financial and economic strategies.

Watson & Associates is widely recognized as a leading authority on the fiscal aspects of the municipal government sector. The firm has earned its reputation for quality of analysis, as well as pragmatic and insightful interpretation of the issues we manage. We are well known for achieving results that translate into successful outcomes for our clients.

“We are well known for achieving results that translate into successful outcomes for our clients.”



Plaza Three, 101-2000 Argentia Rd.
Mississauga, Ontario Canada L5N 1V9
Phone: (905) 272-3600
Fax: (905) 272-3602
e-mail: info@watson-econ.ca

OUR PHILOSOPHY

At Watson & Associates, we firmly believe that professional expertise, wide experience with local issues and the provincial legislative environment, and an understanding of client expectations are the basic fundamentals for analyzing issues and securing the desired results. With every assignment, we strive to identify the strategies that are best suited to meeting the challenges facing our clients. Since 1982, our integrated team of financial and economic specialists has provided quality research and analytical expertise to clients. In that time, we have built long-term relationships with a broad range of municipal, provincial and school board clients, who value our judgment and advice. Also, the firm has numerous working relationships with major law firms, planning and engineering companies, with whom we also work on multi-disciplinary assignments.

“We strive to identify the strategies that are best suited to meeting the challenges facing our clients.”



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e-mail: info@watson-econ.ca

OUR SERVICES

We offer our clients a broad range of economic forecasting and financial planning services to help them plan for their future.

Our main areas of specialization include:

MUNICIPAL, SCHOOL BOARD AND UTILITY FINANCIAL POLICY STUDIES

- Financial and economic impact assessment for major projects and new development areas
- Municipal capital and operating budget policy
- User rate studies (i.e. water, wastewater, stormwater, solid waste, development processing and building permits)
- Long range planning for school accommodation
- Asset management and PSAB
- Water and wastewater financial plans (O.Reg. 453/07)

DEVELOPMENT CHARGE POLICY

- Municipal, utility and education development charges, including research and calculation of the charge, by-law adoption process, expert witness testimony, front-end financing, subdivision agreement links and implementation matters

DEVELOPMENT MARKET AND DEMOGRAPHIC FORECASTING STUDIES

- Forecasts, feasibility studies and land needs assessment for a variety of land uses
- Population, household, non-residential space and employment forecasts
- Growth management studies

SERVICE MASTERPLANNING AND ECONOMIC ASSESSMENT

- Assessment of long-term service needs
- Present value costing and financial affordability evaluation for major undertakings
- Property value impact and compensation policy
- Business, employment and other economic impacts

LOCAL GOVERNMENT RESTRUCTURING AND GOVERNANCE

- Assessment of options and strategies
- Service evaluation and financial impact analysis
- Benchmarking and performance measurement
- Asset and liability distribution
- Ward boundary reviews

Our goal is to do the very best for our clients. We are determined to produce outstanding results by taking advantage of the most appropriate computer modelling, analytical techniques and up-to-date databases and research available. At Watson & Associates, our vision is to continue to strive for excellence. We endeavour to go beyond our clients' expectations of service and establish ourselves as the leading provider of top-quality economic consulting services in our selected markets.



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Financial Plan Reporting Under Safe Drinking Water Act

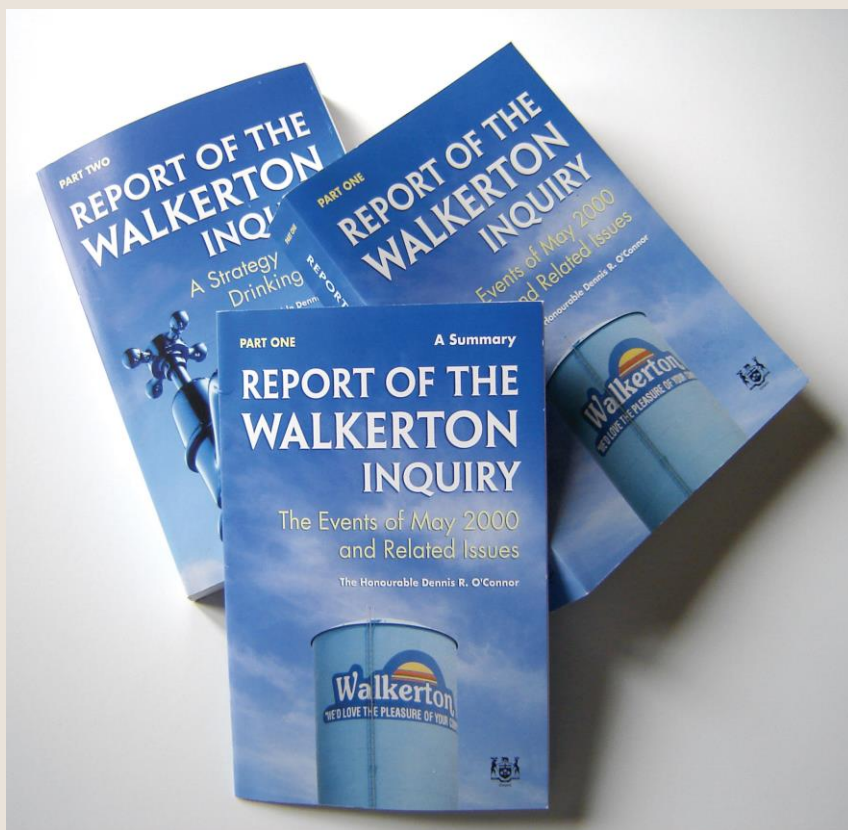
On August 16, 2007, the MOE passed O.Reg. 453/07 under the *Safe Drinking Water Act* which requires the preparation of financial plans for water (and wastewater) systems. Generally,

- the financial plan is to be completed and submitted by the later of July 1, 2010 or six months after approval of water license;
- the financial plan shall be for 6 years or longer;
- the financial plan is mandatory for water and “encouraged” for wastewater;
- reporting to the Province will be on an accrual basis consistent with PSAB reporting requirements.

There are several steps that must be taken in preparing the financial plan. These include:

- analyzing the immediate capital needs for infrastructure replacements and growth-related needs and how to finance them;
- looking at longer term needs – up to 80 years – and developing life cycle replacement costs for the infrastructure and determining how much money needs to be reserved for those replacement costs;
- assessing the costs of the water and sewer systems, including operating, inflation, growth, capital and debt carrying charges.

Watson & Associates has both the knowledge of municipal finance and economics, and the demonstrated experience in this particular area, to undertake the financial plan that will meet, or exceed the Province’s requirements. Our firm is committed to carefully monitoring developments in this field. We have already carried out similar assignments for more than 75 municipalities.



Our specialists in this area include:

Gary Scandlan,
Director

Andrew Grunda,
Principal

Nancy Neale,
Senior Project Coordinator

Peter Simcisko,
Senior Project Coordinator

Byron Tan,
Consultant

Daryl Abbs,
Consultant

Matt Bouroukis,
Analyst

Tina Chitsinde,
Analyst

Gary Scandlan

Director

Gary Scandlan is a Director and a managing partner with Watson & Associates. His career spans more than 33 years, working in a management capacity for two Ontario Regional municipalities and, more recently, with Watson & Associates.

Gary's primary area of focus is the municipal financial sector. His previous employment with the Region of Hamilton-Wentworth and the Region of Halton, enabled Gary to gain extensive expertise in the highly-specialized field of financial policy analysis. Today this expertise has proven to be invaluable to the firm's municipal clients in addressing today's challenging financial environment.

Since joining the firm, Gary has worked with over 125 municipalities assisting them in long range capital planning, development charges, developer agreement negotiations, water and wastewater rate studies, growth management strategies and economic/financial feasibility studies.

In 2001, he participated in two Expert Panel sessions for the Walkerton Inquiry on behalf of the Ontario Water Works Association (OWWA), the Ontario Municipal Water Association (OMWA), and the Canadian Environmental Law Association (CELA), providing recommendations concerning water system financial management and privatization. Since that time, Gary has been working with over 60 municipalities to establish water and wastewater rate structures (including lifecycle costing, as well as infrastructure upgrades) that would ensure financial sustainability.

Gary has made numerous presentations and authored several articles on the *Development Charges Act*, revenue alternatives to taxation, privatization of municipal services, municipal financial planning and full cost pricing of water and wastewater services. He has appeared before the Ontario Municipal Board and other tribunals on behalf of municipalities on many occasions.

Gary holds a degree in Economics from McMaster University, and is a Professional Land Economist. He is a member of Municipal Finance Officers of Ontario, Toronto Area Business Economists, Ontario Water Works Association and Ontario Public Works Association.



Gary D. Scandlan, B.A., PLE

Director

EDUCATION

- | | |
|------|---|
| 1993 | Professional Land Economist |
| 1985 | Completed nine courses towards the attainment of a Certified Management Accountant designation. |
| 1978 | Received Bachelor of Arts degree in Economics from McMaster University. |

EMPLOYMENT HISTORY

- | | |
|---------|--|
| 1989- | Senior Consultant and latterly Director, Watson & Associates Economists Ltd. (formerly C.N. Watson and Associates Ltd.). Involved in studies related to Development Charge Studies, Local Government Finance and Restructuring, Financial Operations and Policy, Asset Management and Lifecycle Costing, and Industrial Market and Economic Forecasts. |
| 1984-89 | Manager of Economic Analysis and Policy Development, <u>Regional Municipality of Halton</u> . Responsible for Capital Budgets, Debt Management, Cash Management, Banking Relations, Reserve Management, Credit Rating, Financial and Economic Studies and Financial and Security Requirements on new development. |
| 1983-84 | Capital Budget and Debt Management Analyst, <u>Regional Municipality of Halton</u> . Responsible for Debt Management, Credit Rating, Work in Progress Accounting Control, Year End Financial Statement Preparation, Debenture Issues and Provincial Capital Grant Application and Audit. |
| 1978-83 | Held several finance positions including, Supervisor of Grants and Cash Management and Supervisor of Capital Programs, within the <u>Regional Municipality of Hamilton-Wentworth</u> . Experience gained in the areas of Cash Management, Accounts Receivable, Reserves Management, Provincial Grants, Banking Relations, Capital Budget, Work in Progress Accounting Control, Local Improvements, Credit Rating, Debt Management, Debenture Issues and Payroll. |

Prior to joining Watson & Associates, Mr. Scandlan had eleven years' experience in a municipal finance environment, progressing to the senior management level. He has had direct responsibility and exposure to virtually all aspects of a Municipal Finance Department. During his tenure at the Region of Halton, Mr. Scandlan managed the Policy and Special Studies Section of the Finance Department, which provides internal financial, economic and administrative studies for the Corporation. Regional studies participated in included Residential Development Charge, Commercial/Industrial Development Charge, Development Processing Fees, Energy From Waste Financial Feasibility, Landfill Affordability and Impact Analysis, Recycling Program and Facility, Waterfront Parks and Municipal Marinas, Transit for the Disabled, Childcare, Liability Insurance, Administrative Space Needs, Museum Feasibility, and an Urban Structural Review.

Gary Scandlan has more than 24 years' experience as a consultant in economic, local government and planning matters. He has completed assignments in more than 125 municipalities, as well as for a number of private sector clients. His experience includes work in the Northwest Territories and throughout Ontario.

With respect to development charge studies, Mr. Scandlan has been study director for more than 150 policy studies, ranging from the large urban municipalities (eg. Cities of Hamilton, London, Guelph, Orillia, St. Thomas and Orangeville) to smaller urban centres (eg. Renfrew, Arnprior, Milton, Halton Hills, Leamington, Tecumseh, Centre Wellington, East Gwillimbury), and Townships and Villages (eg. Townships of Guelph-Eramosa, Centre

Gary D. Scandlan, B.A., PLE

Director (Cont'd)

Wellington, Wilmot, Central Elgin). In addition to undertaking development charge calculations and completing public processes, Mr. Scandlan is a member of the firm's senior management group, which interprets development charge legislative requirements, and develops innovative approaches to meet client needs within the legislative framework. Further, Mr. Scandlan provides continuing advice on development charge issues to his client base, and has been involved in a number of special studies and negotiation of front ending agreements and special development related contributions.

Mr. Scandlan has had considerable involvement in the changes being made to the Water and Wastewater industry in Ontario, participating in the Walkerton Inquiry on behalf of the Ontario Municipal Water Association and the Ontario Municipal Water Association and assisting in presenting a discussion paper to the province with regard to Bill 175 (Sustainable Water and Sewage Systems Act). He has prepared articles on the new Act and has undertaken numerous seminars and workshops on behalf of OWWA, OMWA, AMO, MFOA, ACMTO, OPWA and Trent University. He has assisted over 60 municipalities in developing water and wastewater rates which incorporate Sustainable Asset Management principles.

Mr. Scandlan is a member of the Municipal Finance Officers of Ontario, Canadian Water Works Association, Ontario Public Works Association and Toronto Area Business Economists. In addition, he is a Professional Land Economist.

Nancy Neale

Senior Project Coordinator

Nancy Neale is a Senior Project Coordinator with Watson & Associates. Since joining the company in 2003, she has worked on numerous water and wastewater rate studies, development charge studies and fiscal impact studies.

Prior to joining Watson & Associates, Nancy worked for the Region of Halton and the Towns of Milton and Oakville. In those capacities, Nancy was responsible for the capital budget process, development charge studies, municipal debt, growth-related analysis, the coordination and implementation of special financial agreements, as well as lifecycle modeling.

Nancy has a Diploma in Accounting, with a major in Accounting and Finance from Mohawk College. She also completed the Municipal Administration Program through AMCTO and the third year in the C.G.A. program.



Nancy A. Neale, PLE

Senior Project Coordinator

EDUCATION

- | | |
|------|---|
| 2014 | Professional Land Economist |
| 2003 | Municipal Administration Program, AMCTO |
| 1997 | Completed nine courses towards the attainment of a Certified General Accountant Designation |
| 1987 | Accounting program, with a major in Accounting and Finance, Mohawk College of Applied Arts and Technology |

EMPLOYMENT HISTORY

- | | |
|---------|---|
| 2003- | Joined Watson & Associates Economists Ltd. (formerly C.N. Watson and Associates Ltd.) as a Senior Consultant, progressing to her current responsibilities as Senior Project Coordinator, participating in development charge studies and water and wastewater rate studies. |
| 1999-03 | Capital Development Analyst, Town of Milton. Responsible for the capital budget processes, municipal debt, development charge studies, reserves, growth-related analysis, coordination and implementation of special financial agreements, life cycle models and financial requirements of Building Permit system. |
| 1992-99 | Capital Analyst, Town of Oakville. Responsibilities included compiling the capital budget and nine year forecast, review of grant applications, variance analysis, debt and capital leases, review and coordination of operating budget for Arts Council and Humane Society. |
| 1990-92 | Development Charges Analyst, Town of Oakville. Responsibilities included administration and implementation of development charge by-law, commitments on development agreements, securities and assisted with analysis and preparation of development related studies. |
| 1987-90 | Development Clerk, The Regional Municipality of Halton. Responsible for implementation of Water and Wastewater Master Servicing and Financing Scheme servicing two local municipalities, securities, lot levy audit model, collection and allocation of lot levies on land severance and condominium applications and amounts collected by area municipalities. |

Nancy Neale brings 16 years of experience in municipal budgeting and development with her. She has been involved with numerous life cycle replacement plans, development charge background studies, capital budgeting and numerous other growth-related studies and analysis.

Daryl Abbs

Consultant

Daryl is a Consultant with Watson & Associates Economists Ltd., working primarily in the areas of municipal finance, development charges, water and wastewater rate studies and fiscal impact assessments.

Daryl joined the firm in 2015, after previously working as a Junior Analyst for the Labour Market and Socioeconomic Information Directorate branch of Service Canada where he utilized statistical analysis and forecasting techniques to determine potential labour market outcomes. He brings experience from the municipal realm after completing two graduate level co-op terms with the City of St. Catharines.

Daryl holds a Master's of Business Economics degree from Brock University as well as a Bachelor of Arts degree in Economics from McMaster University.



Daryl M. Abbs, BA (Honours), MBE


Consultant

EDUCATION

- | | |
|------|--|
| 2014 | Brock University
Master of Business Economics (MBE) |
| 2011 | McMaster University
Bachelor of Arts (Honours) in Economics |

EMPLOYMENT HISTORY

- | | |
|---------|--|
| 2015 | Joined Watson & Associates Economists Ltd. as an Analyst, progressing to his current responsibilities as Consultant focused in the areas of municipal finance, development charges, water and wastewater rate studies and fiscal impact assessments. |
| 2014 | Junior Analyst, Labour Market and Socioeconomic Information Directorate, Service Canada, North York, Ontario. Responsible for analyzing economic trends within the Ontario labour market to create reports on potential occupational outcomes. Updated the economic “environmental” scan for Ontario, analyzing various federal, provincial and local economic trends. |
| 2013 | Co-op Student, Recreation and Community Services, City of St. Catharines, St. Catharines, Ontario. Facilitated and monitored the “New Trees” planting program. Responsible for the scheduling, agenda and minute preparation for the Urban Forestry Advisory Committee meetings. |
| 2012-13 | Teaching Assistant, Economics Department, Brock University, St. Catharines, Ontario. Conducted tutorials and review sessions, as well as graded exams and assignments for the following courses: Introductory Microeconomics, Introductory Macroeconomics, Intermediate Microeconomics, Advanced Microeconomics and Economics for the MBA students. |



Appendix B – Compliance Reporting for Ontario Regulation 453/07



Appendix B – Compliance Reporting for Ontario Regulation 453/07

1. Legislative Background

- 1.1. On August 16, 2007, the Province of Ontario approved Ontario Regulation 453/07 which requires all Ontario municipalities who provide water services to prepare financial plans as “a key step in the long-term stability for municipal residential drinking water systems”.

The financial plan is part of the required documents to be filed as part of the Town obtaining its license to operate water systems. While the plans are mandatory for water systems, similar plans are encouraged for wastewater systems. The financial plan is to be completed by the later of July 1, 2010 and the date that is six months after the first license is issued.

- 1.2. As per ss.3.1.4 of the Regulation, the financial plan for existing water systems must include information on:

1.2.1. Proposed/Projected Financial Position

- Total financial assets
- Total liabilities
- Net debt
- Non-financial assets (tangible capital assets, supplies, prepaid expenses)

1.2.2. Proposed/Projected Financial Operations

- Total revenues, including water rates, user charges and other revenues
- Total expenses, including amortization expenses, interest expenses and other expenses
- Annual surplus or deficit
- Accumulated surplus or deficit

1.2.3. Proposed/Projected Cash Flow

- Cash used/generated in operating transactions
- Cash used/generated in capital transactions
- Cash used/generated in investing transactions
- Cash used/generated in financing transactions



The financial plan for new water systems must include information from only 1.2.1 above.

- 1.3. The financial plan shall be for a period of at least six years but longer planning horizons are encouraged. The financial plan will be submitted to the Minister of Municipal affairs and will need to be undertaken every five years.

2. Approach

The required reporting categories described in section 1 above are consistent with the presentation of financial statements as per section 1200 of the Canadian Institute of Chartered Accountants Public Sector Accounting Board Handbook. This requires the reporting of Tangible Capital Assets (PSAB 3150) and full accrual accounting.

Watson's Water rate study for the Town will form the basis of the financial plan. The study is prepared on a "modified" cash accounting basis and provides detailed forecasts of the capital, operating, reserve fund positions, capital asset inventories, future consumption volumes and rate calculations. In order to prepare the financial plan as prescribed by the Regulation, the information contained in the study will need to be converted to a full accrual basis as per the following process:

2.1. Calculate T.C.A. balance

- Use historical cost and accumulated amortization provided by Town, if available, to determine current year N.B.V.
 - If not available, use inventory records and Watson Deflator Study to calculate historical cost and accumulated amortization up to the year prior to the first forecast year
- Calculate amortization expense on existing inventory for each year of the forecast period
- Calculate disposals for each year of forecast period
- Using the capital needs forecast, calculate annual amortization expense for assets to be acquired
- Calculate total annual amortization for each year of forecast period
- Combine the historical cost, accumulated amortization, amortization expenses calculated above and record N.B.V. of T.C.A. on Statement of Financial Position



2.2. Convert forecasted operating statement to full accrual Statement of Operations

- Transfer all revenue and expense accounts to prescribed Statement of Operations
- Bring in non-T.C.A. expenses previously included in capital budget (i.e. expenses related to various studies)
- Add accrued revenues (i.e. development charges)
- Eliminate all capital expenditures
- Eliminate principal payments on debt (interest expense remains)
- Eliminate all transfers to/from reserves
- Deduct amortization expense
- Add gains/losses from disposal of assets (if applicable)
- Deduct write-offs (if applicable)

2.3. Enter balances for remaining items on Statement of Financial position

- A/R, Inventory, o/s debt (principal only)
- Cash may be a calculated value (from cash flow statement)
- Forecasted numbers are generated from current Water Study (capital, new debt, debt repayment, D.C. reserve balances) and previous steps

2.4. Use operating statement and statement of financial position to complete statement of net debt and cash flow

- Statements of Cash Flow and Net Debt will be derived based on Statements of Operations and Financial Position
- Cash will be a calculated value over the forecast period but opening balance will be based on actual/ending balance for year before first forecast period
 - “Actual” balance will either be provided by Town or approximated based on ending reserve balances
- Opening net debt position will be a calculated figure
- Endeavour to get additional information on:
 - Gains/Losses on Disposals
 - Write-downs
 - Acquisition/consumption of supplies inventory
 - Acquisition/use of prepaid expenses

2.5. Verification and Note Preparation

- Verify that statements are in balance by ensuring that:



- Accumulated Surplus/Deficit on Statement of Financial Position should equal Accumulated Surplus/Deficit on Statement of Operations
- Net Financial Assets/Debt on Statement of Financial Position should equal Net Financial Assets/Debt on Statement of Operations
- Ending cash position from Statement of Cash Flow should equal ending (Total) reserve balances from continuity statements
- Document assumptions used in reporting conversion process and provide notes where necessary



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

Date: August 2, 2018
To: Mayor and Council
Author: M. Durocher
RE: Five Year Agreement with Kingsville Folk Festival
Report No.: PR-06-2018

AIM

Provide Council with the opportunity to review the proposed five year contract that is being proposed between the Town of Kingsville and the Sun Parlour Folk Music Society for the presentation of the annual Kingsville Folk Music Festival.

BACKGROUND

For the past 5 years Sun Parlour Folk Music Society has presented the annual Kingsville Folk Festival at Lakeside Park. The Sun Parlour Folk Music Society's mission is to bring world-class folk, acoustic and world music, with an emphasis on Canadian artists, to southwestern Ontario, between Chatham and Windsor, Ontario, through an annual folk music festival and an on-going concert series, the Road to FolkFest Concerts.

The Society is the only not for profit organization in the region dedicated to the promotion of live music performance, and the Kingsville Folk Music Festival, established 2014, is the only folk music festival west of London, Ontario.

For the past 5 years members of Sun Parlour Folk Music Society have appeared before council during the grant request portion of budget deliberations to request funding for the festival, which council has agreed to in the affirmative in the amount of \$20,000 on an annual basis.

The Festival and its producers have become mainstays to the community since the festival's inception. The Festival contributes to the community in the following ways:

- They provide an annual scholarship through The MAY FUNd presented to Kingsville, Harrow and Leamington graduating students
- They donate Festival and Road to Folk Fest Concert tickets and merchandise for fundraising efforts by community groups and local organizations
- During the Festival they support other non-profit and fundraising groups by offering complimentary booth space
- They cultivate and nurture community partnerships, and cross-promote to share marketing costs
- Youth volunteering is encouraged and actively cultivated throughout the year

DISCUSSION

In an effort to formalize an agreement between Sun Parlour Folk Music Festival and the Town of Kingsville administration is proposing a contract with the festival producers that will span 5 years beginning in 2018 and outlines agreeable parameters for the festival between each party including the use of Lakeside Park. This proposed agreement stipulates funding levels for the festival on behalf of the Town of Kingsville from 2018-2022 which will provide Sun Parlour Folk Music Society with assurance sponsorship from the Town on an annual basis, thus negating the necessity for Sun Parlour Folk Music Society to appear before council each year during the grant process, and furthermore provides the Town of Kingsville with assurance of the continuation of the Festival within the boundaries of the municipality for the next 5 years. The contract also highlights all necessary compliance issues as they relate to municipal property, AGCO regulations, Insurance obligations, The Health Unit, Ontario Fire Marshalls Office, O.P.P. and any all related or associated governance authorities.

A termination clause has been included within the contract in the event that actions or incidents that breach the terms of the contract may result in the termination of the agreement by the Town of Kingsville with no legal or monetary obligations being the responsibility of the Town of Kingsville

LINK TO STRATEGIC PLAN

Improve recreational and cultural facilities and opportunities within the Town of Kingsville.

FINANCIAL CONSIDERATIONS

The agreement will extend for a period of 5 years commencing August 1 2018 through August 16 2022 and agrees to provide sponsorship to the organizers in the amount of \$20,000 per year for each year of the contract.

CONSULTATIONS

J. Astrologo-Director of Corporate Services
P. Van Mierlo West-CAO
Sun Parlour Folk Music Festival Board of Directors

RECOMMENDATION

That Council agree to enter into a 5 year agreement with Sun Parlour Folk Music Society for the holding of the Kingsville Folk Festival, effective August 1, 2018 through to August 16, 2022 and authorize the Mayor and Clerk to execute said Agreement.

Maggie Durocher

Maggie Durocher Hons. BHK
Manager of Parks and Recreation Programs

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

THIS AGREEMENT made this ____ day of _____, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter called the "Town")

-and-

Sun Parlour Folk Music Society
(hereinafter called the "Organizer")

WHEREAS the Town is the owner of the property located at 315 Queen Street South, known as Lakeside Park, which Premises includes Lakeside Park Pavilion and the Upper and Lower Bowls of Lakeside Park, and is more particularly described in Schedule "A";

AND WHEREAS the Organizer operates the Kingsville Folk Festival, an event during the second weekend of August each year;

AND WHEREAS the Organizer desires to use the Premises for the holding of the Festival;

AND WHEREAS the Town is agreeable to granting the Organizer the right to use the Premises on the terms and conditions contained within this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants, terms and agreements hereinafter expressed, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Recitals

1. The recitals as set out above are true in substance and in fact, and all terms referenced therein are incorporated into and form part of this Agreement

Definitions

2. In this Agreement, the following words shall have the following meanings:

"Event Infrastructure" shall mean the equipment, goods and chattel necessary for the conduct of the Festival and includes items such as fencing, washrooms, handwashing stations, tents and stages.

"Festival" shall mean the Kingsville Folk Festival.

"Council" shall mean the Council of the Town.

“Premises” shall mean the property located at 315 Queen Street South, Kingsville, Ontario, which is known as Lakeside Park, and shall include Lakeside Park Pavilion, the Upper and Lower grassy bowls and all access routes within the park.

“Town” shall mean The Corporation of the Town of Kingsville.

Term

3. This Agreement shall extend for a period of 5 years, commencing on August 1, 2018, through to and including August 16, 2022 (the “Term”), and grants to the Organizer a licence to use and occupy the Premises for the holding of the Festival on the dates and times more particularly described below.

Grant

4. The Town hereby grants to the Organizer a licence to use and occupy the Premises for the purposes of holding the Festival and for no other purpose on the following days:

2018:	August 10 to August 12
2019:	August 9 to August 11
2020:	August 7 to August 9
2021:	August 13 to August 15
2022:	August 12 to August 14

5. The Town grants to the Organizer a licence to use and occupy the Premises for the delivery and pick up of Event Infrastructure on the following days:

2018:	August 7 to August 14
2019:	August 6 to August 13
2020:	August 4 to August 11
2021:	August 10 to August 17
2022:	August 9 to August 16

Covenants of Town

6. The Town covenants and agrees:
 - a) To provide access to the Premises to those persons, as designated by the Organizer, on the dates outlined in sections 4 and 5 of this Agreement.
 - b) To provide sponsorship to the Organizer as follows:

2018:	\$20,000.00
2019:	\$20,000.00
2020:	\$20,000.00
2021:	\$20,000.00

2022: \$20,000.00,

provided that the Festival is held at the Premises on the dates outlined in section 4 of this Agreement. The payment of this sponsorship shall be made by March 1 for each year.

- c) To provide the Organizer the right to use the following Town resources, for Festival related purposes, during the dates outlined in section 5:
 - i. Town owned garbage and recycling receptacles within the Premises;
 - ii. WDS containers; and
 - iii. Electrical panel boxes located within the Premises, for the purpose of providing an electrical connection for stage components.

Covenants of the Organizer

7. The Organizer covenants and agrees with the Town as follows:

- a) That the Festival shall be held at the Premises as outlined in Section 4 of this Agreement.
- b) The Organizer shall abide by all by-laws, laws, regulations, orders and ordinances of any federal, provincial, and municipal authorities and public bodies having jurisdiction and shall indemnify the Town against any and all damages, charges, actions or costs resulting from any non-compliance.
- c) The Organizer shall comply with the Town's Alcohol Risk Management Policy and the Special Events Policy and Procedures, as may be amended from time to time.
- d) The Organizer shall not do or permit anything to be done on, around or in relation to the Premises, or bring or keep anything thereon which may in any way increase or cause environmental contamination, adverse environmental effects, or which may be in contravention with *The Environmental Protection Act*, R.S.O. 1990, c.E. 19, as amended, or any other federal, provincial or municipal legislation, regulation ordinances, or rules regarding environmental protection. The Organizer shall be solely and entirely responsible for the clean-up and repair of any environmental damage, or adverse effects arising as a result of the breach of the covenants herein contained.
- e) The Organizer shall not make any improvements or alterations to the Premises, or install any fixtures, without the prior written consent of the Town, which consent may be unreasonably or arbitrarily withheld. Any improvements or alterations made by the Organizer in accordance with this Agreement shall be at the sole risk, cost and expense of the Organizer and shall be made to the sole satisfaction of the Town.

- f) The Organizer shall not do, suffer or permit to be done any act or things upon or above the Premises which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Premises or to the public generally.
- g) The Organizer may, at its own risk and expense, store its equipment, chattel, and property in Lakeside Pavilion on the dates outlined in section 5. Further, the Organizer hereby irrevocably waives all claims against the Town, its directors, officers, employees, agents and elected officials for any loss, damage or theft to such equipment, chattel, and property.
- h) Unless consent in writing has been provided by the Town, the Organizer shall not place in, on or attach anything to trees, utility poles, light standards, receptacles, furniture or property owned by the Town.
- i) To comply with all rules and regulations applicable to the Festival as may be in place from time to time and to maintain orderly conduct on the part of the Organizer, its members, attendees, and invited guests at all times.
- j) To leave the Premises in a state of cleanliness and good repair and to be responsible for and to pay any cleaning required or repair of damages caused by the Organizer, its members, attendees, or invited guests.
- k) That the Organizer will notify municipal staff before entering any part of the Premises that is not in a clean, accessible or safe condition upon arrival. Failure to notify the municipal staff before entering will result in assumption of responsibility by the organizer for the condition of the Premises.
- l) That employees, officers, agents, or directors of the Town, may enter the Premises at any time during the dates outlined in Section 5 of this Agreement, for the purposes of ensuring compliance with this Agreement.
- m) The Organizer shall, at its own expense:
 - i. Return the Premises to the Town in the same condition as it was received by the Organizer.
 - ii. Provide adequate washroom facilities to service the anticipated number of participants and attendees;
 - iii. Ensure that all fire hydrants remain unobstructed at all times;
 - iv. Keep the Premises clean and the adjacent property clear of refuse and debris;
 - v. Provide and maintain any equipment, chattel and event infrastructure, excluding garbage and recycling receptacles, necessary for the operation of the Festival;

- vi. Ensure that any event infrastructure, chattel, and equipment brought onto the Premises are sufficiently maintained, affixed, or weighted to prevent their being lifted or carried by wind and shall not overhang outside of the Premises or obstruct visibility on the adjacent sidewalk or property;
- vii. Remove all Event Infrastructure at the end of the Festival each year, in accordance with the dates set out in Section 5 of this Agreement.
- viii. Ensure that there are adequate persons in place to maintain and manage the Festival, including but not limited to the following:
 - 1. To manage stands, concessions, and other saleable item tables or booths; and
 - 2. To manage and coordinate deliveries, parking, and parking lot(s), where applicable.
- n) Notwithstanding any reference made herein, in the event that the Organizer fails to do anything required of it under this Agreement, the Town has the right to perform such activity and the Organizer shall be responsible to the Town for the cost of the performance.

Additional Folk Music Events

- 8. For the duration of this Agreement, the Organizer agrees to host four (4) folk music concert events per year at Town owned sites/facilities, which use shall be provided to the Organizer at a cost of \$100.00 per event.
- 9. The Organizer shall be responsible for all the set up and take down of equipment at these concert events and the Town shall provide additional access to the site/facility for the set up and take down.
- 10. The Organizer shall be permitted to host an “After Hours” music event at Town Owned sites/facilities during the Festival weekend at a rental fee of \$100.00 per site/facility per day. The Organizer shall be responsible for obtaining all necessary permits/licences in respect of the sale or service of alcohol and shall be responsible for the management of the sale and service of alcohol.

Alcohol Prohibited

- 11. The Organizer acknowledges and agrees that the possession and/or consumption of alcohol at the Festival or at any of the above-mentioned fundraising concerts is strictly prohibited, except in accordance with the Town’s Alcohol Risk Management Policy, and unless properly licenced by the Alcohol and Gaming Commission of Ontario.

12. The possession and/or consumption of alcohol by the Organizer and/or its members, patrons or invited guests, contrary to the provisions of this Agreement shall result in immediate termination of this Agreement without advanced notice.

Termination

13. If either party breaches this Agreement, the other party may terminate this Agreement by providing five (5) days' written notice, except that any such notice will not result in termination if the breaching party cures that breach before the five-day period elapses.
14. If either party materially breaches this Agreement, or repeatedly breaches this Agreement for which notice was provided, the non-breaching party may, at its option, immediately terminate this Agreement by providing the breaching party with written notice of the termination, and the non-breaching party will have no other or further obligations under this Agreement.
15. Notwithstanding any other provision regarding termination contained in this Agreement, the Town may immediately terminate this Agreement on the occurrence of any of the following:
 - a) The bankruptcy or insolvency of the Organizer; or
 - b) The Organizer is no longer recognized as a non-profit corporation, without share capital pursuant to the *Corporations Act*.
16. If the Town exercises its right to terminate this Agreement, the Town shall not be liable in any way to compensate the Organizer for any loss, costs, or damages which may be suffered by the Organizer, or by any person claiming under the Organizer by reason of such termination, and any amounts that have not been paid under section 6(b) of this Agreement shall be forfeited by the Organizer on termination.

Release, Indemnity and Insurance

17. The Organizer hereby releases and holds harmless the Town its directors, officers, employees, agents and appointed officials, of and from all actions, causes of action, suits, claims and demands of every nature and kind arising out of the execution of this Agreement or any action taken or things done or maintained by virtue of this Agreement or the exercise in any manner of rights arising hereunder.
18. The Organizer shall at all times indemnify and save harmless the Town its directors, officers, employees, agents and appointed officials from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof; or the exercise in any manner of rights arising hereunder.

19. The Organizer shall obtain and keep in force Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage, underwritten by an insurer licensed to conduct business in the province of Ontario and including the following:
- a) a limit of liability in the amount of \$5 million per occurrence;
 - b) the Town named as an additional insured;
 - c) a provision for cross liability in respect of the named insured;
 - d) non-owned automobile coverage with a limit of \$5 million per occurrence;
 - e) products and completed operation coverage (broad form) with a limit of \$5 million per occurrence;
 - f) a thirty (30) day written notice of cancellation, termination, or material change clause;

and provide a copy of a Certificate of Insurance to the Town upon request.

Notice

20. Any notice required to be given under this Agreement shall be in writing and provided by way of:
- a) hand delivery, in which case notice shall be effective on the date of delivery;
 - b) electronic mail, in which case notice shall be effective on the day on which the electronic mail is received; or
 - c) regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

To the Town:

The Corporation of the Town of Kingsville
2021 Division Road
Kingsville ON N9Y 2Y9
Attention: Parks and Recreation Program Manager

Email Address: mdurocher@kingsville.ca

To the Organizer:

Sun Parlour Folk Music Festival
[TBD]

Email Address: [TBD]

Generally

21. The Organizer shall not assign this Agreement or the use of the Premises without the written consent of the Town, which consent may be arbitrarily withheld in the sole and unfettered discretion of the Town.
22. This Agreement may not be amended or modified except by a written instrument executed by both parties.
23. Waiver by any party of any violation or breach of this Agreement in any instance shall not be taken or held to be a waiver of any subsequent violation or breach or as a waiver of the provision itself that is breached, nor shall any delay or omission on the part of any party to exercise any right arising from such violation or breach alter or impair that party's right as to the same or any future violation or breach. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by the party which expressly waives a right, power or condition under this Agreement.
24. If any portion of this Agreement shall be held to be invalid or unenforceable by a court or forum of competent jurisdiction, the remaining portions of this Agreement shall remain in effect and enforceable.
25. This Agreement shall be binding upon and enure to the benefit of the parties to it and their respective heirs, personal representatives, successors and permitted assigns.
26. The undersigned officer(s) of the Organization represent and warrant that he/she/they has/have authority to sign on behalf of and to bind the Organizer and agree to be personally liable for payment of all amounts owing pursuant to this Agreement in the event that the Organizer disputes the authorization or is not a legal entity.

IN WITNESS WHEREOF, the Town and the Team have duly executed this Agreement.

**THE CORPORATION OF THE TOWN
OF KINGSVILLE**

Per: _____

Per: _____

Sun Parlour Folk Music Society

Per: _____

I/We have authority to bind the
Organization.



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

Date: August 2, 2018
To: Mayor and Council
Author: M. Durocher
RE: 2019 Kingsville Highland Games
Report No.: PR-08-2018

AIM

To provide council with an update on the status of the proposed Kingsville Highland Games tentatively scheduled for June 22 2019 at Lakeside Park.

BACKGROUND

At the June 11 meeting of council, the chair of the proposed Highland Games presented information regarding the games. Following discussion council's direction was as follows:

Recommended Action

That Council considers the request of the Kingsville Highland Games group to bring back the Kingsville Highland Games to Lakeside Park, and further directs Mr. Plumb and other event organizers to attend Special Events Resource Task Force (SERT) meetings in accordance with the Town's Special Events Policy.

On July 16 Mr. D. Plumb attended the SERT committee meeting and presented the information regarding the Highland Games to members of the committee as recommended by council.

DISCUSSION

At the July 16 SERT meeting the proposal for the newly revamped 1 day Highland Games was presented. Due to financial constraints the event has been changed from 2 days to a 1 day event.

Changes to the event include the following:

- Elimination of the program book
- Inclusion of a lost child protocol
- Request for mulch to be provided by the town in the event of rain to assist with wet areas in park
- Elimination of Wrist Stamps in favour of hand stamps for attendees
- The Highland Dance Competition and all amenities associated with to be the responsibility of Pride of Scotland Dance School

Mr. Plumb indicated to the committee that this would be a Town event, with the Town of Kingsville responsible for financing, insurance and liquor license. A liquor license will necessitate an additional motion from Council deeming the Highland Games a significant municipal event

The SERT committee in their review of the proposal as presented made the following recommendations:

- The Beer Garden should be managed by the committee to maximize return on investment
- Mulch is the responsibility of the organizer
- 2 way radios will need to be rented
- In order to minimize O.P.P costs for road closures the Race and the Pipe Band Parade should be held in close proximity to each other
- The event will require 2 paid duty officers during the evening hours
- Security to be hired and deployed to entrances
- Committee is responsible for installing the fence around the periphery of the park

The Highland Games were very popular in Kingsville during the 70's and early 80's. Mr. D. Plumb has assembled a dedicated committee to coordinate the event and entered into partnerships with a number of local groups including Kingsville Legion, Pipe Band Society of Ontario, Pride of Scotland School of Dance, WRACE, and Canadian Scottish Athletic Society. They will also be looking for local sponsorship to assist with funding.

This is an ambitious project that will require community support, active advertising and social media campaign and a large contingent of volunteers to successfully manage. In 2019 Council has already committed to hosting a Tall Ships Event, and there are some synergies that might be possible to cross promote both events to a wider audience including the Michigan and Ohio markets.

LINK TO STRATEGIC PLAN

Improve recreational and cultural facilities and opportunities within the Town of Kingsville.

FINANCIAL CONSIDERATIONS

The budget for the event is attached for Council's review. The current budget indicates an \$8195 surplus, based on 2000 attendees and \$8000 in vendor fees.

This event would become the responsibility of the Town of Kingsville and be an operational cost associated with the 2019 budget.

CONSULTATIONS

SERT committee
PRAC committee
Management Team-town of Kingsville

RECOMMENDATION

Administration Recommends that if the event is the financial responsibility of the Town of Kingsville, terms of reference be drafted in preparation for the creation of a sub-committee of PRAC;

And That funding for the 2019 Highland Games be included in the 2019 Operating Budget for Council's consideration;

And That subject to budget approval, the Highland Games be designated as an Event of Municipal Significance so that a Special Occasions Permit can be applied for.

Maggie Durocher

Maggie Durocher Hons. BHK
Manager of Parks and Recreation Programs

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

12:49 PM

07/31/18

Accrual Basis

Kingsville Highland Games
Profit & Loss Budget Overview
June 2019

	Jun 19
Income	
Admission - 2,000 at \$20.00 ea	40,000.00
Beer Garden	3,000.00
Beer Revenue	2,000.00
Regalia	4,000.00
Sponsors	3,000.00
Vendors Space Rentals	8,000.00
Total Income	60,000.00
Expense	
2 Way Radios and PA System	1,000.00
Advertising and Promotion	7,000.00
Appreciation Night	2,000.00
EMS & OPP	3,000.00
Fencing	3,500.00
Heavy Games Events - Athletic	2,500.00
Herding and Shearing	5,000.00
Live Music	4,000.00
Mobile Stages and Tents	5,000.00
Office & General	600.00
Paladine Security	1,100.00
Porta Johns	1,830.00
PPBSO Fees	9,275.00
T-Shirts and other	2,000.00
Trophies	2,000.00
Website	2,000.00
Total Expense	51,805.00
Net Income	8,195.00

Proposed Logo:



Dates and Hours of Operation: **ONE DAY EVENT**

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 Breakfast available at the Canadian Legion
- 9:00 AM Highland Dance Competition morning events begin
- 10:00 AM Highland Dance, Caber Toss, Tug of War competitions in the lower bowl.
- 10:00 AM Beer Garden opens in Pavilion
- 10:00 AM Food trucks (field) Vendor Games Food Booth open
- 10:00 AM Sheep Herding and Sheering demonstrations.
- 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)
- 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

Program Book:

Possibly eliminate the program book and replace with a “tear-off” sheet to include schedule, site map and a few corporate sponsors.

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. ***ADDED Gates will be closed and secured from entering or leaving the event.*** 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.

In the Event of Rain:

Mulch/straw will be available to spread in muddy areas where required. Mulch will be stored in a convenient location pre loaded on several trucks. Kingsville Board of Works will be responsible for storage and spreading.

Hydro supply to the vendors will be shut-off when deemed unsafe.

An evacuation plan will be developed with input from OPP and the Town.

Money Handlers:

Designated cash handlers will make regular cash bank deposits.

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 Stamp:

Eliminated and replaced with hand-stamps. One stamp for the games (\$20) and another for the evening entertainment (\$10).

All persons will be wrist stamped at entrance gate

Ticket Sales:

Tickets will be sold in advanced and on site during the event weekend.

Age	Saturday
Children (0-12)	FREE
Adult Does not include cover charge for evening entertainment	\$20 (\$15 in advance)
Adult (19+) Saturday Evening Beer Garden Entertainment. (6:00PM to 1:00AM)	Entertainment and Beer Garden Only \$10

Highland Dance Competition:

The Highland Dance event will take place in the lower bowl at the east end. All aspects of this event will be managed by Kodi Page from 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. Proceeds from dance registration will belong to the Dance Group.

Awards/trophies for this completion will be the responsibility of the dance group. The Highland Game logo (unaltered) will be used on all awards and trophies for the dance competition. Designs will have prior approval from the Highland Games committee.

The dance competitors will be given one free admission to the Games and one complementary ticket.

The dance stage will be supplied by the dance group. Prior approval from the Kingsville Building Department for construction/setup is necessary and will be the responsibility of the dance group.

A site plan for competitor setup will be developed by the event coordinator and submitted to the Highland Game committee for approval.

Tenting over the proposed dance stage will be the responsibility of the Highland Games committee. Building inspectors will be consulted for approval prior to the Games.

Competitors/spectators will not be allowed to sell merchandise without paying for a vendors’ space.

Site Plan:

Heavy events will take place south of the Highland Dance competition. Herding and sheep demonstrations will take place in a fenced area north of the pavilion and south of the playground area. (upper level of park)

TERMS OF REFERENCE KINGSVILLE HIGHLAND GAMES COMMITTEE

Authorizing or Mandating Legislation: None

Procedural By-law: By-law 105-2011 as amended from time to time

Approved:

Evaluation Date: January 2020

1.0 PURPOSE

To create a memorable, fiscally responsible annual festival to celebrate the Scottish and Celtic Culture while partnering with local business and organizations

-And-

To promote the general betterment and positive self-image of our community using the identified strengths that exist in the community;

Increase the number of people attending activities and their diversity and increasing user satisfaction.

2.0 COMMITTEE PARTICULARS

2.1 Resource:

2.1.1 Parks and Recreation Program Manager

2.1.2 Staff Support: As determined by the Parks and Recreation Program Manager

2.1.3 Number of Council Members: One

2.1.4 Number of Community Members: Ten

2.2 Term: August 13 2019 to August 30, 2019

2.3 Meeting Frequency: Monthly until June then as needed

2.4 Remuneration: \$0

3.0 SCOPE OF WORK

The Committee shall:

3.1 Plan, organize and operate the annual Highland Games Event in collaboration with the Parks and Recreation Department.

3.2 Act as and recruit volunteers to assist in the operation of the annual Highland Games

3.3 Develop methods and new ideas to maintain the sustainability and build upon the tourism draw of the annual Highland Games

4.0 REQUIRED SKILLS

Communications Risk Management Project Management



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

Date: July 25, 2018
To: Mayor and Council
Author: Tim Del Greco, Manager of Municipal Services
RE: Road 10 Bridge over Patterson Drain
Report No.: MS 2018 - 30

AIM

To award replacement of the Road 10 bridge over Patterson Drain.

BACKGROUND

Biennial inspection of bridges and culverts with a span equal to or exceeding 3.0 meters in length is mandated by the Public Transportation and Highway Improvement Act. In 2017, Keystone Bridge Management Corporation was procured to facilitate such inspection within the Town of Kingsville. Following inspection, a report was generated for each bridge and culvert indicating current condition ratings, recommendations for rehabilitation or replacement if required, and an estimation of costs for any recommended works.

DISCUSSION

Road 10 bridge over Patterson Drain is a solid slab bridge built in 1918 and measures 3.9 meters in length and 7.4 meters in width. The 2017 bridge inspection report as attached in Appendix A indicates the following deficiencies:

- Moderate disintegration of deck surface
- Concrete scaling and spalling throughout
- No railing or barrier (curb) present
- Cracking in west wall
- Width of bridge not adequate for the travelled road

As a result, the recommendation of the engineer at the time of inspection is full bridge replacement within two years.

N.J. Peralta Engineering was retained in 2017 to begin preparation of the necessary drawings, specifications, and tender documents. The final tender package seeking bridge replacement was advertised to the public in early July of 2018 with a closing date of July 20th. The results (excluding HST) are as follows:

Contractor/Vendor Name	Bid
SLR Contracting Group Inc.	\$ 223,700.00
Southshore Contracting Inc.	\$ 248,775.00
Sherway Contracting (Windsor) Limited	\$ 259,640.00
D'Amore Construction (2000) Ltd	\$ 259,650.00

SLR Contracting Group was able to satisfy requirements relating to experience with similar projects, bonding, and insurance while providing the lowest cost proposal. Therefore, the recommendation is to proceed with this vendor. Peralta Engineering also conducted a review of the tender results (Appendix B) and have provided the same endorsement of SLR Contracting Group.

Attached in Appendix C of this report is a copy of an agreement to be executed between the Town and SLR Contracting Group pending Council approval.

LINK TO STRATEGIC PLAN

To promote a safe community.

To become a leader in sustainable infrastructure renewal and development.

FINANCIAL CONSIDERATIONS

\$387,200 is allocated in the 2018 Municipal Budget with respect to this project. Upon approval of this report, \$223,700 will be utilized towards the procurement of construction services through SLR Contracting Group. A total of \$21,598 has been expensed in 2018 with respect to engineering.

CONSULTATIONS

N.J. Peralta Engineering

SLR Contracting Group Inc.

Kingsville Municipal Services Department

E.R.C.A.

RECOMMENDATION

That Council direct the Mayor and Clerk to execute the attached agreement with SLR Contracting Group, for the replacement of the Road 10 Bridge over the Patterson Drain.

Tim Del Greco

Tim Del Greco, P.Eng

Manager of Facilities and Properties

G. A. Plancke

G.A. Plancke, Civil Eng. Tech (Env.)

Director of Municipal Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.

Chief Administrative Officer

Bridge Inspection Report

Rd 10 Bridge Patterson Drain

Road Name: Road 10
Site ID: 014
Structure Type: Solid Slab
Owner: Town of Kingsville
Built: 1918
Length: 3.9 m
Width: 7.4 m
Spans: 1
Spans Arrange: 1 - 3.8
Feature Under: Water
Crossing: Patterson Drain
Location: 2.45km East of Graham Sideroad

Inspection Date: August-25-17
Inspector: Steve Reid, C.E.T.
Assistant: Brad Lair, Eng Student

Comments:

Bridge is old and suffering from extensive defects and damage. The current width is not adequate for the travelled road. Recommend replacing this bridge with a precast box culvert within 2 years.

Recommended Investigations:

No special investigations have been recommended

Recommended Capital Works:

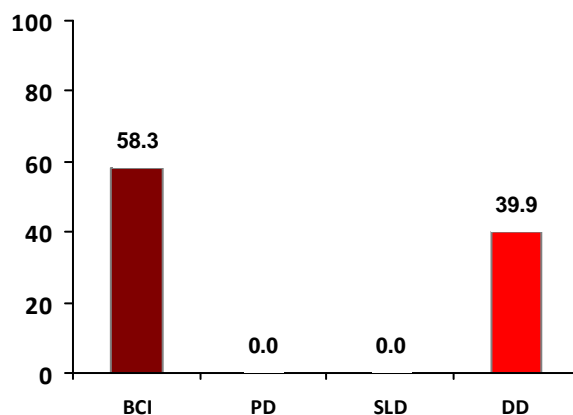
Replace Bridge

Estimated Replacement Value: \$229,000
Estimated replacement value is based on replacement in kind
Estimated Remaining Service Life: 0 Years
Rehabilitation Year and Estimated Cost: 2018 \$302,000



AADT: 104 **Latitude:** 42.14920000
Lanes: 2 **Longitude:** -82.65919700
Skew: 0 ° **Orientation:** E-W
Speed: 80 km/h **Road Width:** 6.2 m
Trucks **Load Posting** No Posting

Bridge Condition



BCI = Bridge Condition Index MTO Calculation

PD = Parabolic Depreciation
% of remaining life expectancy

SLD = Straight Line Depreciation
% of remaining life expectancy

DD = % of Defects and Damage



Component Inspection Information

Protected ECRC Deck (1)	Defects 0.0%
Deck Surface	Damage 10.0% Moderate Disintegration
Length: 3.9 m	Maintenance None
Width: 7.4 m	Capital Rec. None
Height:	<i>Covered with asphalt and approximately 300mm of granular fill. Given the age and soffit condition assume some damage to deck top. Bridge was widened likely in the 1950's width of bridge is still inadequate for the current travelled road.</i>

Soffit (1)	Defects 60.0% Major Scaling
Deck Soffit	Damage 20.0% Moderate Delamination, Moderate Spalling
Length: 3.9 m	Maintenance None
Width: 6.2 m	Capital Rec. None
Height:	<i>Major scaling throughout. Spalled and delaminated areas.</i>

Asphalt Wear Surf (1)	Defects 0.0%
Wear Surface	Damage 0.0%
Length: 3.9 m	Maintenance None
Width: 6.2 m	Capital Rec. None
Height:	<i>No concerns.</i>

Conc Curb (2)	Defects 0.0%
Curbs	Damage 0.0%
Length: 4 m	Maintenance None
Width:	Capital Rec. None
Height: 0.5 m	<i>Curb tops at same level as road surface, effectively no curbs. Remnants of railing noted, but no railing/barrier present.</i>

RC Abutment Wall (2)	Defects 60.0% Major Scaling
Abutment Stem	Damage 1.0% Major Cracking
Length: 7.4 m	Maintenance None
Width:	Capital Rec. None
Height: 1.4 m	<i>Major scaling. Wide crack in west wall at north extension.</i>



Component Inspection Information

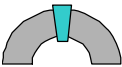
RC Wing Walls (4)	Defects 60.0% Major Scaling	Not Inspected
<i>Wing Walls</i>	Damage 0.0%	
Length: 1.5 m	Maintenance None	
Width:	Capital Rec. None	
Height: 2 m	<i>Major scaling throughout.</i>	
Spread Footing (2)	Defects 0.0%	Not Inspected
<i>Abutment Foundation</i>	Damage 0.0%	
Length:	Maintenance None	
Width:	Capital Rec. None	
Height:		
Rip Rap (4)	Defects 0.0%	
<i>Slope Paving</i>	Damage 0.0%	
Length:	Maintenance None	
Width:	Capital Rec. None	
Height:	<i>No concerns.</i>	
Water Channel (1)	Defects 0.0%	
<i>Channel</i>	Damage 0.0%	
	Maintenance None	
	Capital Rec. None	
	<i>No flow at time of inspection.</i>	
Embankment (2)	Defects 0.0%	
<i>Embankment</i>	Damage 0.0%	
	Maintenance None	
	Capital Rec. None	
	<i>Satisfactory condition.</i>	
Delineator (4)	Defects 0.0%	
<i>Signs</i>	Damage 10.0% Moderate Impact	
Length:	Maintenance Straighten Sign, Replace Sign	
Width:	Capital Rec. None	
Height:	<i>Signs leaning and multiple vehicle impacts.</i>	



Recommended Investigations

X denotes not required

Deck Condition Survey	Enhanced Inspection	Underwater Investigation	Ice Inspection	Boat Inspection	Structure Evaluation	Load Posting	Planning Study
X	X	X	X	X	X	X	X



Capital Needs Cost Estimate Break-Down

Item	Req'd	Units	Quantity	Unit Price \$	Estimated Cost
<i>Misc Concrete Repairs</i>	X	m ²	0.0	\$500	\$0
<i>Deck Concrete Overlay</i>	X	m ²	28.9	\$350	\$0
<i>Deck Replacement</i>	X	m ²	28.9	\$2,000	\$0
<i>Barrier Wall Replacement</i>	X	m	27.9	\$1,500	\$0
<i>Expansion Joint</i>	X	m	14.8	\$3,000	\$0
<i>Waterproof & Pave</i>	X	m ²	28.9	\$200	\$0
<i>Bearing Replacement</i>	X	Count	0.0	\$5,000	\$0
<i>Approach Guide Rail</i>	X	m	80.0	\$200	\$0

Other Work

Replace Bridge \$220,000

Structural Items Subtotal	\$220,000
Mobilization General Sitework 10%	\$22,000
Estimated Traffic Management & Civil Items	\$10,000
Contract Admin & Contingencies 20%	\$50,000
Total Rehabilitation Cost Estimate	\$302,000

Recommended Capital Work Summary

Recommended Capital Year **2018**

Replace Bridge

Inspection Comments

Bridge is old and suffering from extensive defects and damage. The current width is not adequate for the travelled road. Recommend replacing this bridge with a precast box culvert within 2 years.



Image 71



South elevation

Image 66



East approach

Image 67



West approach

Image 68



Downstream channel north

Image 69



Upstream channel south

Image 70



Typ wearing surface over structure

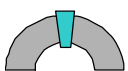


Image 72



SE corner disintegration damage

Image 73



East abutment wall

Image 74



West abutment wall

Image 75



Typ soffit detail

Image 76



Spalls in soffit

Image 77



Wide crack in the west wall



Image 78



Soffit at north extension

Image 79



Spall in soffit near extension

Image 80

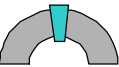


North elevation

Image 81



Damaged delineator sign SW



N. J. Peralta Engineering Ltd.

Consulting Engineers

Via email

July 25th, 2018

Town of Kingsville
 2021 Division Street North
 Kingsville, Ontario
 N9Y 2Y9

Attention: Ken Vegh, Drainage Superintendent
 Tim Del Greco, Manager of Municipal Services

Dear Ken and Tim:

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

It shall be noted that this project was tendered through the Bids & Tenders website process. Tenders for the above noted project closed at 11:00am on Friday, July 20th, 2018 and were opened shortly afterwards by the Town. A total of four (4) tenders were received for the project. Each of which were emailed to our office. We have conducted a detailed review of the four (4) lowest Tenders and offer the following summary:

ITEM	CONTRACTOR	TENDER AMOUNT (excl. H.S.T.)	
NO.			
1.	SLR Contracting Group Inc.	\$	223,700.00
2.	Southshore Contracting Inc.	\$	248,775.00
3.	Sherway Contracting (Windsor) Ltd.	\$	259,640.00
4.	D'Amore Construction (2000) Ltd.	\$	259,650.00

All four (4) Contractors have provided a Bid Bond in the amount of 10% of the Tender Price.

The lowest tender received was that submitted by SLR Contracting Group Inc. (SLR) for the amount of \$223,700.00 (excluding H.S.T). We have reviewed the Tender from SLR and found it to be accurate and free of any mathematical errors or omissions. Additionally, we note that their Tender is approximately 4.0% higher than the Engineer's Estimate of \$215,285.00. Furthermore, each submission was found to be within 121% of the Engineer's Estimate. Therefore, all of which can be accepted by the Town in accordance with the limitation of 133% of the Engineer's Estimate specified within Section 59(1) of the Drainage Act.

With respect to the lowest Tenderer SLR, we have reviewed their suitability to complete this drainage project with the Town of Kingsville. As part of their Tender submission, SLR have included reference projects of similar nature. Furthermore, our office have worked with SLR on various drainage project in the past, including large road crossing culverts of this nature. With SLR submitting the lowest tender submission, together with their experience with projects of this nature, we would recommend that the Town of Kingsville consider awarding this Tender to SLR Contracting Group Inc. in the amount of \$223,700.00 plus H.S.T..

We trust that the above provides the Town with the information that they require at this time. Should there be any questions regarding same. We look forward to working with the Town to carry out the construction of this project, once they have established a Contractor for the works.

We respectfully remain,

Yours very truly,

N. J. PERALTA ENGINEERING LTD.



Antonio B. Peralta, P.Eng.

ABP/amm
Att.

FORM OF AGREEMENT

T H I S A G R E E M E N T made in triplicate this

_____ day of _____ A.D. 2018.

BETWEEN: The Corporation of the Town of Kingsville
 (hereinafter called the "OWNER")

OF THE FIRST PART:

- and -

(hereinafter called the "CONTRACTOR")

OF THE SECOND PART.

WHEREAS the Tender of the CONTRACTOR respecting the Construction work, hereinafter referred to and described, was accepted by the OWNER on the _____ day of _____, 2018.

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with its Tender dated the _____ day of __, 2018, and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by N.J. PERALTA ENGINEERING LTD., Consulting Engineers, all of which

said documents are annexed hereto and form part of this Agreement to the same extent as if fully embodied herein, the **replacement and improvement to the existing road crossing culvert across Road 10, within the Patterson Drain** for the Corporation of the Town of Kingsville, for the sum of

 (\$_____)

2. The Contractor further covenants and agrees to undertake and complete the said Work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the said Consulting Engineers, within the specified time in its Tender. Time shall be deemed the essence of the Contract.

3. The Contractor further covenants and agrees that it will at all times, indemnify and save harmless, the Owner, the Town of Kingsville, and N.J. PERALTA ENGINEERING LTD., along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents, or employees.

4. The Contractor further covenants and agrees to furnish, in accordance with the Contract Documents, a Performance Bond and Maintenance Bond in an amount equivalent to One Hundred Percent (100%) of the Tender Price, in such form and issued by such surety as may be approved by the Consulting Engineer and/or the Owner's Solicitor, guaranteeing the faithful performance of the said work in accordance with the terms of this agreement.

5. The Owner hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Owner will pay to the Contractor, the price set forth in its Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract referred to above.

6. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.

WITNESS AS TO SIGNATURE OF
CONTRACTOR

Contractor's Signature & Seal
"I have authority to Bind the Corporation"

Contractor's Name

Contractor's Address

Mayor's Signature & Seal
"I have authority to Bind the
Corporation"

Clerk's Signature
"I have authority to Bind the
Corporation"

The Corporation of
the Town of Kingsville
Owner's Name

2021 Division Road North
Kingsville, Ontario N9Y
2Y9 Owner's Address



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

Date: August 2, 2018
To: Mayor and Council
Author: Shaun Martinho, Manager of Public Works
RE: Driveway Approach at 24 Myrtle St
Report No.: MS-2018- 32

AIM

To provide council with information regarding the installation of a driveway approach at 24 Myrtle St. that exceeds the maximum width specified by Zoning By-law 2014-1 section 5.7.

BACKGROUND

As identified by section 5.7 of Zoning By-law 2014-1 and section 4.1.5 of the Development Manual:

A driveway for a residential unit shall have a minimum width of 3.0 meters (10 ft.) and a maximum width of 7.3 meters (24 ft.).

At the end of June, we received an anonymous complaint that a resident on Myrtle St. hired a curb cutting company and widened the driveway approach to 12.2 m (40 ft.). An investigation was completed and it was discovered that this was a new residential development and that Municipal Services had recently released the indemnity deposit. In addition, the Site Plan approved by the Planning Department in December of 2016 indicated that this home would have a driveway with a maximum width of 7 meters. (See attached drawing).

The owner was notified of the infraction and he was instructed to discontinue construction of the eastern portion of his driveway within the Municipal Right-of-Way. A site meeting was requested, which I attended on June 22, 2018.

DISCUSSION

The purpose of an Indemnity Release Inspection is to ensure that no public property is damaged during development and that builders adhere to the specifications within the

Development Manual. As part of the inspection, driveways are checked to ensure that the curb cut does not exceed 7.3 meters. Mr. Klassen completed the portion of his driveway in the municipal Right-of-Way and his indemnity deposit was released on November 14th, 2017. In June of 2018, Mr. Klassen hired a contractor and extend the curb cut to 12.2 m.

Mr.Klassen was made aware of the infraction prior to the completion of the extended portion of his driveway. He was informed that he would need to return the curb to its previous condition and restore any damage done to turf within the Right-of-Way. As a compromise, Mr.Klassen requested that he be able to complete the Eastern portion of his driveway with the condition that he would remove a section on the west side. This request seemed reasonable as it would better suit the design and layout of the home. Municipal Services instructed Mr. Klassen to move forward with construction of his driveway with the understanding that he would still have to meet the standards as specified within the development manual.

If Mr. Klassen desired a driveway wider than the maximum allowable width, he should have consulted the Planning Department to apply for a minor variance. In addition, the existing location of a curb cut may be adjusted so long as the end product meets the standards approved through site plan. On occasion residential builds in developed areas may not align with the existing curb cut at the road. Builders can cut a new approach as long as they remove and replace the existing curb to meet standards (see attached picture).

LINK TO STRATEGIC PLAN

Effectively manage corporate resources and maximize performance in day-to-day operations.

FINANCIAL CONSIDERATIONS

All costs associated with removing the driveway and repairing damage to the Right-of-Way will be the responsibility of Mr. Klassen and will not impact operations.

CONSULTATIONS

Municipal Services Department
Building Department

RECOMMENDATION

That Mr. Klassen be responsible to restore the Right-of-Way to meet the standards specified within the Development Manual, Zoning By-law 2014-1 section 5.7, and the Site Plan approved for 24 Myrtle St.

Shaun Martinho

Shaun Martinho, H.B.Sc., C.E.T.
Public Works Manager

Andrew Plancke

G.A. Plancke, Civil Eng. Tech (Env.)
Director of Municipal Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

BUILDING DEPARTMENT

Checked by: *JM* Date: 12-12-16

- GENERAL NOTES
- 1- GRADING TO BE DESIGNED BY REGISTERED LAND SURVEYOR
 - 2- LATEST REVISION OF ONTARIO BUILDING CODE IS THE BASIS OF THIS DESIGN
 - 3- REPORT ANY DISCREPANCIES TO CONSULTANT BEFORE PROCEEDING WITH WORK

No person shall construct or demolish a building or cause a building to be constructed or demolished except in accordance with the plans, specifications, documents and any other information on the basis of which a permit was issued or any charges to them authorized by the Chief Building Official.

1992, c. 23, s. 8(8) - (13)

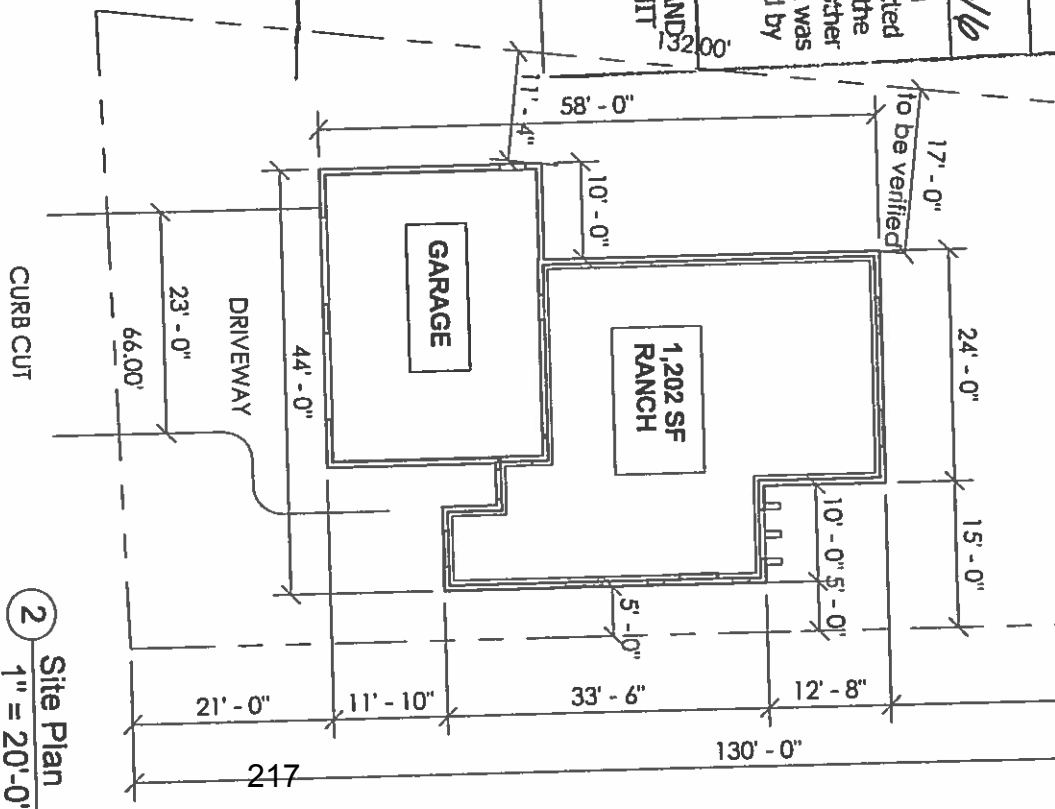
APPROVED	APPROVED AS NOTED	REVISE AND RESUBMIT
	✓	

CONNECT SANITARY, STORM AND WATER SERVICES TO MUNICIPAL SERVICES



The building site plan complies with R-1 zone of the Comprehensive Zoning By-Law 1-2014 Subsection C-1.1 for the Town of Kingsville.

Date: *12-12-16* Signature: *[Signature]*



Site Plan & Roof Plan

A3

Project number	362
Date	Nov 17, 2016
Drawn by	D.B.
Checked by	M.B.

RANCH HOUSE
1,202 SF RANCH
KINGSVILLE, ON



Maged Basillious Architect
www.mbasillious.ca

1635 Ottawa St., Windsor, Ontario, N8Y 1R2
T 519-969-0086 - email: mbasillious@mbasillious.ca









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

Date: May 8, 2018
To: Mayor and Council
Author: Shaun Martinho, Manager of Public Works
RE: 2018 Sidewalk Program
Report No.: MS 2018-17

AIM

This report is presented to obtain Council's authorization to award the contract for the 2018 Sidewalk Program.

BACKGROUND

As part of the approved 5-year capital plan and the 2018 Budget, Municipal Services outlined the following sidewalks as requiring replacement or construction:

- Queen St from Stewart St to Herrington St on the west side (New Construction)
- Melbourne St from Queen St to Division Rd on the north side (New Construction)
- Pulford St from Watermill St to Spruce St on the south side (New Construction)
- Division Rd N from Beech St to Pulford St on the east side (Reconstruction)
- Victoria St from County Rd 34 to Fox St on the northwest side (Reconstruction)
- County Rd 34 from Victoria St to Hill St on the northeast side (Reconstruction)

DISCUSSION

There are two primary functions of the Sidewalk Replacement Program:

- 1) To replace aging sidewalk infrastructure with the goal of improving functionality and providing a safe means of travel for our residents.
- 2) To identify and eliminate gaps in our system with the goal of improving accessibility for the entire community.

Therefore, when creating the 5-year capital schedule, Municipal Services included a balance of both replacement projects and new construction projects. Using the Active

Transportation Master Plan as a guide, three new construction projects were selected for the 2018 sidewalk program. On July 12th, 2018 a public input session was organized to receive feedback from residents in the affected areas. The invitation, comments, and questions have been attached in the Appendix.

The most contentious of the three new construction projects is a section of sidewalk on Queen St W. There is a clear and identifiable gap in our system where the multi-use pathway abruptly stops at Herrington Rd and where the sidewalk stops at Stewart St. Completing this gap will provide residents an uninterrupted surface all the way from Main St into Lakeside Park. There are challenges with traversing the sidewalk on the east side of Queen due to the staircase and median at Herrington St. Completing this section of sidewalk will give residents a more accessible means of entering Lakeside Park.

In 2017, Municipal Services prepared contract documents for the tender of sidewalk replacements in Kingsville. Two contractors responded to the tender and Giorgi Bros Inc. was selected as the successful bidder. Please refer to Appendix for the Bid Analysis.

Giorgi Bros Inc. has committed to extending their 2017 rates for this year's Sidewalk Replacement Program. Given the escalating cost of materials and labor, and the exceptional workmanship that we have received from this contractor, we feel that it is in the municipalities best interest to extend the 2017 contract for the 2018 Sidewalk Program.

The scope of work is as follows:

- All necessary safety and traffic control required for sidewalk reconstruction;
- Removal of existing 1.2m concrete sidewalk and driveway approaches as required;
- Excavation to accommodate an increased sidewalk width of 1.5m;
- Supply, place and compact granular 'A' for excavated widening and grading of new sidewalk;
- Supply, place and finish new 1.5m concrete sidewalk;
- Supply, place and finish concrete driveway approaches;
- Supply, place and compact asphalt driveway approaches;
- Restoration of landscaping including topsoil and seeding as required.

LINK TO STRATEGIC PLAN

To become a leader in sustainable infrastructure renewal and development.

FINANCIAL CONSIDERATIONS

Using the contract pricing from 2017, and applying it to the 2018 Sidewalk Program, the cost of the project is approximately \$132,796.80 including the HST burden.

The estimated breakdown of the work impacting the 2018 Capital Budget would be as follows:

The project would be \$5,178.20 under budget from the \$137,975.00 value initially set out in the approved capital budget schedule. These additional funds will be used as a contingency allowance until the work is completed.

CONSULTATIONS

Municipal Services

RECOMMENDATION

That council extend the 2017 sidewalk contract and award the 2018 sidewalk program to Giorgi Bros Inc.

Shaun Martinho

Shaun Martinho, H.B.Sc., C.E.T.
Public Works Manager

G.A. Plancke

G.A. Plancke, Civil Eng. Tech (Env.)
Director of Municipal Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

Appendix A:

2017 Unit Rates

MS17-103-01 - Sidewalk Program - Quote Form - Queen Street Sidewalk Reconstruction					
				Giorgi Bros (1994) Inc	Pierascenzi Construction Limited
				<u>Submission 1</u>	<u>Submission 1</u>
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Unit Price</u>
1	Sawcut remove and dispose of existing concrete and asphalt.	sq. m	388	\$ 5.0000	\$ 11.0000
2	Excavation for sidewalk widening.	sq. m	87	\$ 5.0000	\$ 11.0000
3	Supply place and compact granular 'A' for sidewalk widening.	tonnes	29	\$ 30.0000	\$ 35.0000
4	Construct 1.5m concrete sidewalk with saw cutting brushed finish and tooled edges. (Town to supply tactile plates)	sq. m	435	\$ 44.7500	\$ 46.0000
5	Reconstruct concrete driveway approach to the existing dimensions with saw cutting brushed finish and tooled edges.	sq. m	58	\$ 48.0000	\$ 49.0000
6	Reconstruct asphalt driveway approach to the existing dimensions. (90mm thick)	tonne	7	\$ 250.0000	\$ 220.0000
7	Topsoil/Seed Restoration	m	580	\$ 1.0000	\$ 5.5000



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

**NOTICE OF MEETING
PUBLIC INPUT SESSION
NEW CONSTRUCTION OF SIDEWALKS**

June 28, 2018

TO: All Affected Owners

As part of the 2018 sidewalk program The Town of Kingsville will be constructing new sidewalks at the following locations:

- Queen St from Stewart St to Herrington St on the west side
- Melbourne St from Queen St to Division Rd S on the north side
- Pulford St from Watermill St to Spruce St on the south side

The Town of Kingsville will host a public input session on:

DATE: Thursday July 12th, 2018

TIME: 7:00 p.m.

LOCATION: Town of Kingsville
Unico Building
37 Beech St, Kingsville

As property owner affected by the construction work, you are requested to attend this meeting. If you are not able to attend, please submit your comments to Shaun Martinho CET, Public Works Manager, via the Town website. If you do not notify the Town, the meeting will proceed in your absence.

Yours very truly,

A handwritten signature in blue ink, appearing to read "Shaun Martinho", with a long horizontal line extending to the right.

Shaun Martinho CET
Manager of Public Works

2018 Sidewalk Program Public Input

Name: Helen Howell **Phone:** (519) 733-9601

Address: 26 Melbourne St

Concerns: The homeowner expressed concerns about encroachment on to landscaping. Shaun discussed these concerns with the homeowner and has agreed to an on-site meeting to further discuss them.

Response/Actions to be Taken: Call homeowner to set up appointment for on-site meeting.

Name: Lena Bacco **Phone:** (519) 564-7888

Address: 30 Melbourne St

Concerns: The homeowner expressed concerns about the steep grade where the sidewalk is being placed in front of her property. An on-site meeting with the Public Works Manager was requested to discuss this issue.

Response/Actions to be Taken: Call homeowner to set up appointment for on-site meeting.

Name: Tom Melton **Phone:** (519) 733-5480

Address: 37 Pulford St

Concerns: The homeowner expressed his desire that the sidewalk be built on the north side of the street because there are only four houses on the north side, as opposed to eight on the south side. He also asked whether the sidewalk would be against the curb. He was told that it is going against the curb, but he wanted verification, due to the short driveways on the south side.

Response/Actions to be Taken: The north side has sanitary and water lines, therefore it is best that the planned sidewalk construction remain on the south side. In addition, the sidewalk that is already built on Pulford St from Division St N to Watermill St is on the south side, so it is desirable that the new construction remain on the south side for continuity.

Name: Doug Plumb

Phone: (519) 733-4454

Address: 238 Queen St

Concerns: The homeowner expressed concerns regarding the consultation process and transparency of the project. He was disappointed that the residents in the affected area were not notified and consulted about the project earlier in the process. He was told that planned capital projects are provided well in advance on the Town's website and in the Town's budget and are available to the public to look at.

He also expressed concerns about the removal of green space and the effect the project will have on four trees on his property; he said that he is an arborist and that he believes the roots of the trees would be negatively impacted.

He stated that none of the residents in the affected area wanted the sidewalk and he had on hand a petition of the residents against the project. We were not shown the list and we were not told whether he was planning on submitting the petition.

Name: Judith Gollnitz

Phone: (519) 733-2096

Address: 212 Queen St

Concerns: The homeowner expressed disappointment with the lack of consultation with the residents. She was told that planned capital projects are provided well in advance on the Town's website and in the Town's budget and are available to the public to look at. She also expressed her view that the planned sidewalk construction on Queen St is unnecessary due to the existence of a sidewalk on the other side of the street and low pedestrian traffic using it. She believes that Town funds could be better spent elsewhere.

Name: Charles Gascoyne

Phone: (519) 733-5212

Address: 160 Queen St

Concerns: The homeowner expressed concerns regarding the steep grade and how this will be addressed. Shaun showed him pictures of a retaining wall similar to what the Town is planning to construct to address the grade issues. He then inquired about the maintenance cost for the structure.

He also expressed safety concerns due to the sidewalk being placed right along the curb and the potential that a pedestrian may fall over onto the street. He said that cars always speed down Queen St and that they often run the stop sign.

He had questions regarding where the fire hydrants and utilities will be moved and was concerned that doing so is expensive. He was told that the fire hydrants would be moved by the Town to the back of the sidewalk and that the utilities companies have been called and are going to move their utility boxes.

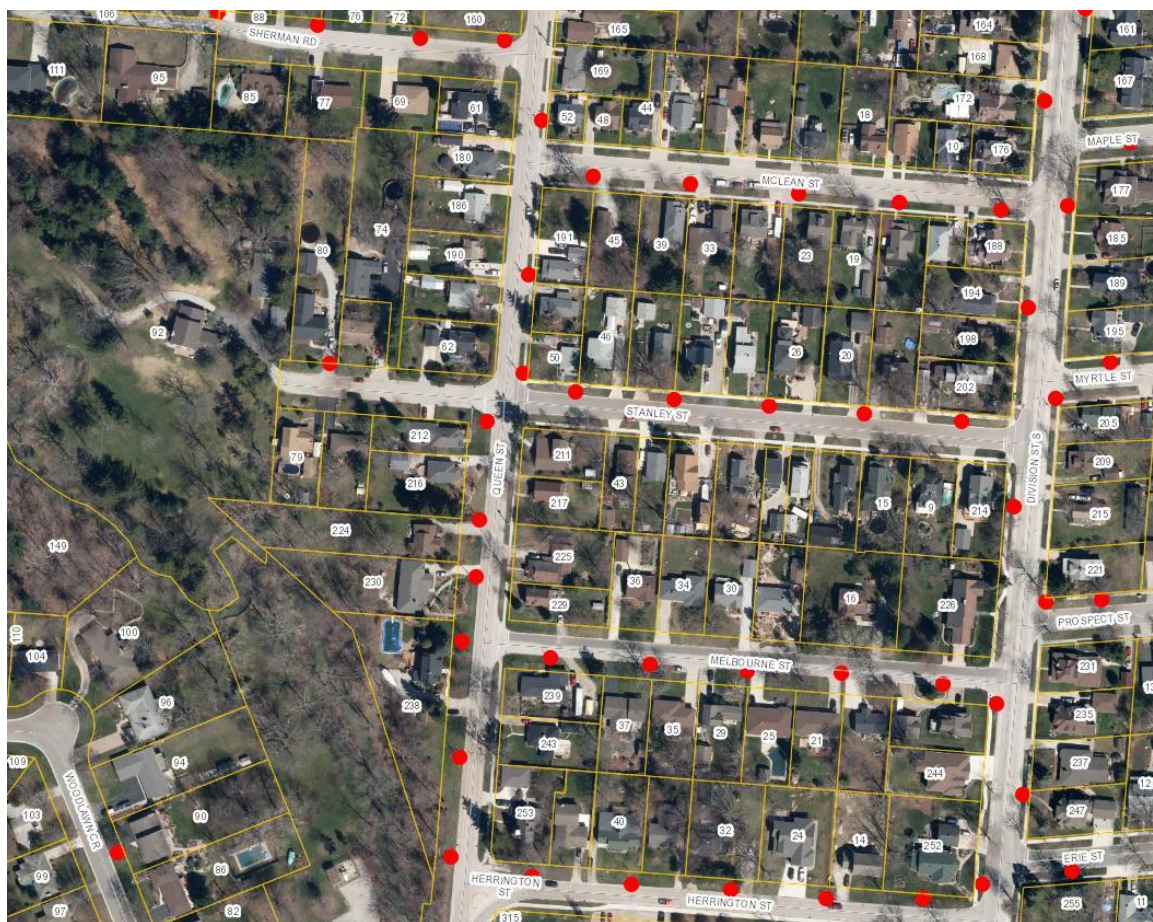
He stated concerns regarding the limited land in the R.O.W. (for the section between Stanley and Stewart) and showed us maps taken from Geocortex with the property lines. He was told that the property bars had been located to ensure there is enough room for the sidewalk and that they will be looked at once more to verify.

Another concern the homeowner conveyed is the lack of lighting on the west side of the street (the side the sidewalk is being placed), between Stanley and Stewart, and that this poses a risk at night.

He stressed that he was not opposed to the construction of sidewalks, but that he believes the construction of the sidewalk on Queen is impractical due to the concerns noted above.

Response/Actions to be Taken: Verify property bar locations. Find out maintenance costs of retaining wall.

There are lights on east side of Queen St, so the lack of street lights on west side is acceptable. There are other locations in the Town where street lights are on the opposite side of the street from the sidewalk. For example, the section of Queen St, from Stanley St to Herrington St, has a sidewalk on the east side, but the streetlights are on the west side (refer to figure below).



Name: Terri Bastien

Phone: (519) 733-4951

Address: 224 Queen St

Concerns: The homeowner expressed her belief that the sidewalk is not needed because there is already a sidewalk on the other side, which has low pedestrian traffic. She believes it is a poor choice of capital expenditure and suggested that the Banner subdivision is a better choice for sidewalk construction because there are no sidewalks there.

She also inquired about the total width of the sidewalk plus boulevard. Shaun was busy speaking with another homeowner and she did not want to wait until he was finished, so she was told that she will be contacted to address this question.

Response/Actions to be Taken: Call homeowner to tell her that the width of the boulevard is 64 inches (5.33ft) and the sidewalk is 5ft, for a total of 10.33ft.

Name: Phil Piruzza

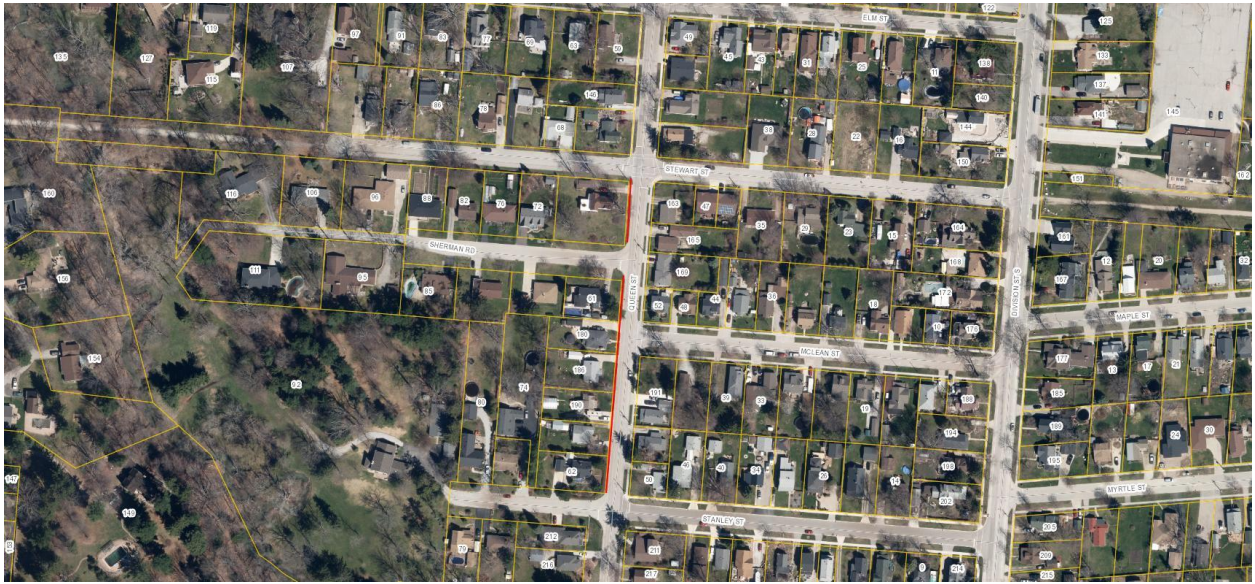
Phone:

Address: 230 Queen St

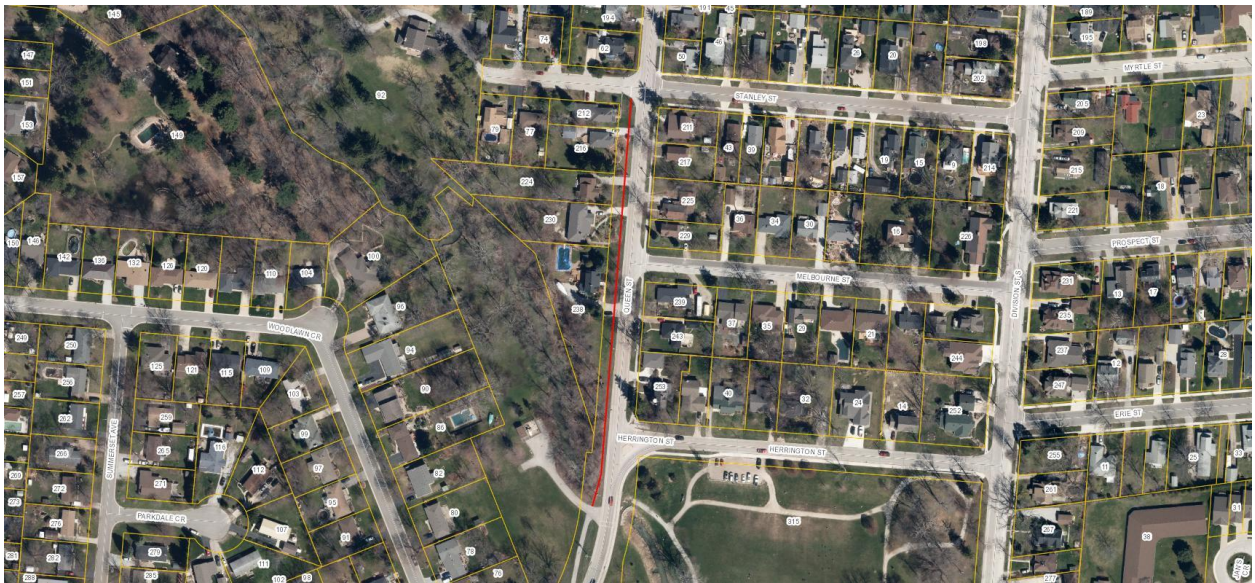
Concerns: The homeowner expressed disappointment with the lack of consultation with the residents. He was told that planned capital projects are provided well in advance on the Town's website and in the Town's budget and are available to the public to look at.

He stated that he does not see the benefit of the sidewalk, since there is already one on the other side and that the Town's funds should be strategically optimized for long term benefits. He suggested several streets that he believes are in more need of a sidewalk. His suggestions include: Summerset Ave, Woodlawn Cr, Stonehedge Dr, and Coghill Dr.

Queen St W (Stewart to Stanley)



Queen St W (Stanley to Herrington)



Melbourne St



Pulford St





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

Date: August 1, 2018
To: Mayor and Council
Author: Shaun Martinho, Manager of Public Works
RE: Cemetery By-law Update
Report No.: MS-2018- 31

AIM

To outline concerns expressed by residents regarding revisions to Cemetery By-law 90-2012 and to seek adoption of proposed By-law 67-2018.

BACKGROUND

On June 25, 2018 amendments to Cemetery By-law 90-2012 were presented to council for consideration. At this meeting, final reading of the By-law was postponed to give the residents in attendance additional time to express their concerns with the proposed changes to the By-law. After consulting with the residents, it was determined that most of their concerns were operational in nature and that they do not necessitate additional revisions to the amended By-law.

DISCUSSION

A copy of the proposed By-law, as presented to council on June 25, 2018 has been attached in Appendix A.

The following concerns were brought forward by the residents:

- 1) Municipal Services should take into consideration the Easter Holiday when scheduling the April 1 Clean-up

Last year the cemetery cleanup coincided with Easter, resulting in the removal of items immediately after the holiday. This should no longer be an issue given that plastic vases, plastic flower pots, and potted plants are now permitted in the cemetery between April 1 and October 31. The only items that will be removed during the clean-up are those that do not appear on the permitted items list for that specified time period. For example,

Christmas wreaths and blankets and artificial wreaths would be removed because they are only permitted between November 1 and March 31.

2) The ability to add permanent vases to a marker.

Permanent vases are permitted under Section 16 as long as they are attached to a marker with a chain and can be inverted. Residents wishing to add a permanent vase may do so as long as it adheres to the provisions within the By-law.

3) Section 41: Removal by Manager is too broad

This section gives the Manager of Public Works the authority to remove items that are not authorized under this By-law. As long as they are listed as a permitted item and do not impact maintenance or safety within the cemetery, they will not be removed. Municipal Services will always exercise caution when removing items from the cemetery and store items for a period of time for retrieval.

LINK TO STRATEGIC PLAN

Promote the betterment, self-image and attitude of the community.

FINANCIAL CONSIDERATIONS

None

CONSULTATIONS

Municipal Services Department
Corporate Services Department

RECOMMENDATION

That council adopt the proposed cemetery By-law 67-2018 and repeal the existing by-law, By-law 90-2012

Shaun Martinho

Shaun Martinho, H.B.Sc., C.E.T.
Public Works Manager

Andrew Plancke

G.A. Plancke, Civil Eng. Tech (Env.)
Director of Municipal Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 67- 2018

Being a By-law to establish rules and regulations to be used in connection with all cemeteries owned and operated by The Corporation of the Town of Kingsville

WHEREAS section 10 of the *Municipal Act, 2001* S.O. 2001 c. 25 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public and may pass by-laws respecting such service.

AND WHEREAS The Corporation of the Town of Kingsville (the "Town") is the owner and operator of certain cemeteries within the boundaries of the Town, which cemeteries are listed in Schedule "A" attached hereto and forming part of this By-law, the locations of which cemeteries are more specifically indicated on a map attached hereto as Schedule "B" and forming part of this By-law.

AND WHEREAS section 150 of Regulation 30/11 (the "*Regulations*") made under the *Funeral, Burial and Cremation Services Act, 2002* S.O. 2002, c. 33 (the "*Act*") provides that a cemetery operator may make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights.

AND WHEREAS section 151(1) of the Regulations provides that no cemetery by-law is effective until the cemetery operator has filed it with the registrar appointed under section 3 of the Act (the "Registrar") in an approved form and manner; provided notice of the filing in accordance with subsection 151(3) of the Regulations; and the Registrar has approved it.

AND WHEREAS it is expedient to repeal By-law 90-2012, being a by-law to establish rules and regulations to be used in connection with all cemeteries owned by the Town.

THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

Definitions

1. For the purpose of this By-law, the following further definitions are applicable:
 - a) "Care and Maintenance Fund" means a percentage of the purchase price of all interment rights and set amounts for marker and monument installations as a requirement under the *Funeral, Burial and Cremation Services Act, 2002*
 - b) "Cemetery" means any one of the cemeteries owned and operated by the Town and listed in Schedule "A" herein and "Cemeteries" shall have a corresponding meaning;
 - c) "Contract" means a contract complying with the provisions of section 40 of the *Act*;
 - d) "Fee" means the corresponding fee charged for a service pursuant to the Town's Fees and Charges By-law, as amended from time to time, and as set out in a price list as required by section 33 of the *Act*;
 - e) "Inter" means the burial of human remains and includes the placing of human remains in a Lot and "Interred" and "Interment" shall have corresponding meanings;
 - f) "Interment Rights" includes the right to require or direct the Interment of human remains in a Lot;

g) "Holiday" means:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	December 24
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and the day designated by the Town to observe the above listed holidays

- h) "Lot" means an area of land in a Cemetery being approximately 3'4" x 8' containing, or set aside to contain, Interred human remains;
- i) "Manager" means the person assigned by the Town from time to time to manage the Cemeteries or his or her designate;
- j) "Marker" means any permanent memorial set flush with the surface of the ground and used to mark the location of a Lot;
- k) "Monument" means any permanent memorial projecting above the ground level and used to mark the location of a Lot;
- l) "Open Hours" means between 8:00 a.m. and 8:00 p.m.;
- m) "Plot" means two (2) or more Lots in respect of which the Interment Rights have been sold as a unit;
- n) "Rights Holder" means the person who holds the Interment Rights with respect to a Lot; and
- o) "Town" means The Corporation of the Town of Kingsville

Regulations for Interments and Disinterment's

Generally

- 2. A Rights Holder, or his or her authorized representative, shall provide at least forty-eight (48) hours notice (excluding Sundays and holidays) of a proposed date and time of Interment in writing to the Manager.
- 3. No Interment or Disinterment will be performed on any Sunday or Statutory Holiday unless authorized by the Manager of Public Works or if the Town is ordered to do so by a representative of the Ministry of Health.
- 4. No Lot shall be opened for Interment or Disinterment by a person not in the employ of; acting as agent of; or under the express direction of the Town.
- 5. The Town assumes no responsibility or liability for loss or damage to any person or property during Interment or Disinterment.

Requirements Prior to Interment

- 6. In addition to any other requirement under the *Act* and the Regulations and any other legislation that may be in force from time to time, the following shall be received by the Town prior to an Interment in a Cemetery:
 - a. a Contract for the Interment;
 - b. if the remains to be Interred are not those of a Rights Holder, the written consent of all Rights Holders, or their authorized representatives, to such Interment; and
 - c. payment in full of the Fee for the Interment

Requirements Prior to Disinterment

7. In addition to any other requirement under the *Act* and the Regulations and any other legislation that may be in force from time to time, the following shall be received by the Town prior to a Disinterment in a Cemetery:
 - a. a Contract for the Disinterment; and
 - b. payment in full of the Fee for the Disinterment

Interments

8. The following may be Interred in one (1) Lot:
 - a. not more than four (4) cremated remains; or
 - b. one (1) non-cremated remains; and
 - i. one (1) 12"x24" container containing infant remains to be Interred at the head of the Lot, provided space is available; or
 - ii. not more than two (2) cremated remains
9. Remains to be Interred in a Lot shall be enclosed in a container which container shall be:
 - a. sealed securely;
 - b. of sufficient strength to permit Interment with the container remaining intact; and
 - c. of a size to permit Interment within the Lot

Notice of Resale and Transfer of Interment Rights

10. The Town prohibits the resale of Interment Rights to a third party and will repurchase these rights at the price set out in the Town's Fees and Charges By-law, as may be amended from time to time, less any care and maintenance contribution amount previously paid. The Town is not required to repurchase unused Interment Rights in a plot if one of the Interment Rights in the plot has been exercised.
11. The Town permits the Interment Rights holder to transfer their Interment Rights to a third party, at the current price set out in the Cemetery Service Price List, so long as the transfer is conducted through the Town.

Regulations for Markers and Monuments

Generally

12. Subject to sections 22 and 23, one (1) Marker or one (1) Monument that otherwise complies with the regulations contained in this By-law may be installed on a Lot or Plot.
13. No person shall erect, install, move, alter or remove or cause to be erected, installed, moved, altered or removed, a Marker or Monument in a Cemetery without written authorization from the Manager.
14. No person shall deliver to a Cemetery or cause to be delivered to a Cemetery a Marker or Monument without written authorization from the Manager and unless the foundation is prepared and the marker and Monument is to be immediately installed.
15. Every person who wishes to deliver to a Cemetery or, erect, install, place, move, alter or remove a Marker or Monument in a Cemetery shall provide such information in connection with the Marker or Monument and the erection, installation, placement, movement, alteration or removal of the Marker or Monument as the Manager may require.
16. Vases permanently attached to a Marker or Monument shall be:
 - a. constructed of bronze;
 - b. of sufficient strength to protect the vase in an inverted position; and

- c. attached to the Marker or Monument with a chain long enough to invert, and the Town shall assume no responsibility nor liability for the loss or damage to vases attached to any Marker or Monument.

17. Despite anything else in this By-law, no Marker, Monument or Foundation shall extend over the side of any Lot or Plot.

Requirements Prior to Installation

18. In addition to any other provisions of this By-law, the following shall be received by the Town prior to the installation of a Marker or Monument:
- a. Written authorization for the installation of the Monument or Marker from all Rights Holders or the authorized representatives of the Rights Holders; and
 - b. Payment in full of the Fee for the Marker or Monument Care and Maintenance

Markers

19. When measuring a Marker, depth shall refer to the distance from front to back and width shall refer to the distance from left to right.

20. A Marker shall:

- a. be flat;
- b. be constructed of marble, granite or bronze;
- c. be set level with the ground so that a lawnmower may pass safely over the Marker;
- d. not have any inscription which is not in keeping with the dignity and decorum of the Cemeteries;
- e. be a minimum thickness of 4"
- f. be a minimum size of 10" in depth x 20" in width
- g. be a maximum size of:
 - i. 16" in depth x 30" in width if placed on a Lot; or
 - ii. 18" in depth x 42" in width if placed on a Plot
- h. be placed such that the Marker does not interfere with future Interments

21. If the Marker has a skirt, such skirt shall be no more than 2" greater than the size of the Marker

Monuments

22. Notwithstanding any other provision of this By-law, Monuments are prohibited in the following Cemeteries:

- a. Sections A, B, C, D and E of the Greenhill Cemetery; and
- b. Graceland Expanded Cemetery

23. When measuring a Monument or its base, height shall refer to the distance from top to bottom; width shall refer to the distance from left to right; and depth shall refer to the distance from front to back.

24. A Monument shall:

- a. not have any inscription which is not in keeping with the dignity and decorum of the Cemeteries;
- b. be a maximum size of:
 - i. 24" in height x 24" in width if placed on a Lot; or
 - ii. 30" in height x 48" in width if placed on a Plot;
- c. if it includes a base, have a base a maximum size of:
 - i. 8" in height x 32" in width if placed on a Lot; or
 - ii. 8" in height x 60" in width if placed on a Plot;
- d. have only a family name on its back;
- e. not be placed "back-to-back" against another Monument; and
- f. be placed at the centre of the head of the Lot or Plot, unless otherwise authorized or directed by the Manager.

Supplementary Markers

25. Supplementary Markers may be installed on a Lot or Plot in accordance with section 18.
26. Supplementary Markers shall be a maximum size of 16" in depth and 24" in width and the maximum number to be installed shall be one (1) if on a Lot and two (2) if on a Plot and such Supplementary Marker shall be installed as follows:
- a. flush to and centered under a Marker; or
 - b. at the opposite end of and centered under a Monument, and if two (2) Supplementary Markers are installed in accordance with this By-law, such shall be installed one beside the other

Legion Stones and Supplementary Vase Stone

27. War Memorial markers placed on veteran graves by the Royal Canadian Legion will be permitted to remain as a permanent marker, in addition to other markers and monuments allowed. Only markers consistent with those approved by Veterans Affairs Canada are permitted.

Foundations

28. Every Monument shall have a foundation.
29. A Foundation shall:
- a. be constructed between March 31 and November 14;
 - b. have a surface area that is flush with the surrounding ground level;
 - c. provide a level surface free of defects;
 - d. be cured for a minimum of forty-eight (48) hours before the installation of the Monument; and
 - e. have a skirt no more than two (2) inches greater than the size of the Monument base

Removal by Manager

30. The Manager, in his or her sole discretion, may remove from a Cemetery, Lot or Plot any Marker or Monument that does not comply with the regulations in this By-law.

Maintenance

31. The Town shall be responsible for the general care and maintenance of the Markers and Monuments once installed on a Lot or Plot in accordance with the regulations in this By-law.
32. Notwithstanding any other provisions of this By-law, if any Marker or Monument is found to pose a hazard or risk to public safety, the Town may remove such risk or hazard.
33. Any person who finds a Marker or Monument in need of care or maintenance shall notify the Town.
34. The Town assumes no responsibility nor liability for the proper installation of any Marker or Monument, nor for any loss or damage to any Marker or Monument resulting from normal wear and tear, including, but not limited to, minor scraping of the base of Monuments due to turf mowing operations.

Regulations for Cemeteries, Lots and Plots

General Care and Maintenance

35. The Town shall be responsible for the general care and maintenance of the Cemeteries, Lots and Plots.

Lots and Plots

36. No person may alter any Lot or Plot in any manner whatsoever, including, but not limited to the changing of the grade, the addition of sod, grass seed, or loose stone, the addition of flower beds, trees, shrubbery or plants, the construction of curbing, coping, fencing or walkways of any kind.
37. No person shall place, leave, install or erect any article, item, memorial, structure, object or thing of any kind whatsoever in a Cemetery or upon any Lot or Plot unless otherwise permitted by this By-law.
38. Subject to section 41, the following articles are permitted to be left upon a Lot or Plot by any person:
- a. fresh and artificial flowers;
 - b. between November 1 and March 31 each year, Christmas wreaths and blankets or artificial wreaths without glass or plastic covers, provided the same are securely fastened to a Monument, or where there is no Monument, mounted on a stand of a least thirty (30) inches high and securely anchored to the ground; and
 - c. between April 1 and October 31 each year, plastic vases, plastic flower pots, potted plants and shepherd's hooks on top of the ground, but not buried, and placed as close to a Monument or Marker base as practical

Maintenance

39. Any person who leaves any article permitted by this By-law on a Lot or Plot shall care for and maintain the article while it is left on the Lot or Plot and shall remove the article when the article is no longer permitted under this By-law.
40. Except as otherwise indicated in the Act, the Regulations and this By-law, the Town is not responsible to maintain, nor is the Town liable for loss or damage to any articles left in the Cemeteries or upon any Lot or Plot.

Removal by Manager

41. The Manager, in his or her sole discretion, may remove from the Cemetery, Lot or Plot:
- a. anything that is not authorized under this By-law;
 - b. any article if that article may not be left on a Lot or Plot after a certain date if that date has passed;
 - c. any article that is not cared for or maintained, including, but not limited to dead plants or flowers and pots or urns not filled with plants or flowers;
 - d. any trees or shrubs situated in any Lot or Plot that have become, by means of their roots or branches or in any other way detrimental to the adjacent Lot, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public; and
 - e. any article, such as nails, wires, glass, or pottery, which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or does not conform with the natural beauty or design of the Cemetery.

Rules for Contractors

42. In section 43, "Contractor" shall mean any person undertaking work in the Cemeteries who is not an employee of the Town, whether party to a contract with the Town or not.
43. Contractors shall:
- a. Respect the integrity and decorum of the Cemeteries;
 - b. Cease work, if in the immediate vicinity of a funeral, until the conclusion of the funeral service;

- c. Indemnify and hold harmless the Town, its directors, officers, employees, agents and elected officials, from and against all claims, losses, suits, judgements, legal expenses and for any and all liability for damages to property and injury to persons, including death, which the Town may incur or suffer directly or indirectly as a result of or arising out of or in relation to the Contractor's work within the Cemeteries;
- d. at his own expense, take out and maintain, general liability insurance of not less than two million dollars (\$2,000,000.00) and such policy shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000.00) and shall contain a provision for cross liability or severability of interest and non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles and provide proof of such insurance as required by the Town;
- e. comply with all applicable laws, regulations, orders, by-laws, and requirements of governmental or other public authorities having jurisdiction at any time, including, but not limited to, the following:
 - i. *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, including the Town's Violence and Harassment in the Workplace Policy and Program, which shall be in place from time to time;
 - ii. *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c.16, Schedule A; and
 - iii. *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c.11, including the Town's Accessible Customer Service Standards Policy, which shall be in place from time to time

and, upon request, provide proof of such compliance in the prescribed form or in any other form as required by the Town;

- f. undertake all work during Open Hours, unless under special written permission of the Manager;
- g. undertake no work on a Saturday that cannot be finished on that day;
- h. undertake no work on a Sunday absent written permission or direction from the Manager of Public works;
- i. not remove any marker or monument without written permission of the Manager
- j. not transport heavy loads in the Cemeteries when, in the opinion of the Manager, driveways or any other areas are in an unfit condition;
- k. lay planks on Lots and areas over which materials are to be moved;
- l. restore or replace any surface damaged by any work undertaken;
- m. not park on the grassy areas of the Cemeteries unless directed to do so by the Manager;
- n. place all implements and materials used in the performance of any work in accordance with the direction of the Manager; and
- o. remove all rubbish and surplus earth, refuse, litter and debris in such manner as the Manager directs

Rules for Visitors

44. Funeral corteges within Cemeteries shall follow the route as may be directed by the Manager, when required.

45. All persons visiting the Cemeteries shall:

- a. attend during Open Hours;
- b. respect the integrity and decorum of the Cemeteries and not engage in any noisemaking, picnicking nor improper conduct;
- c. not walk on any Marker nor sit, lean nor climb on any Monument;
- d. not drive vehicles within the Cemeteries at a speed of more than ten (10) kilometres per hour, or elsewhere than upon the roadways provided for vehicles
- e. not park on the grassy areas unless directed to do so by the Manager;

- f. not drive any all-terrain vehicle or snowmobiles in the Cemeteries;
- g. not discharge any firearm unless in accordance with the provisions of any by-law of the Town that may be in effect from time to time regulating the discharge of firearms
- h. not bring any dogs or animals into the Cemeteries, except service animals;
- i. not bring alcohol
- j. remove all rubbish, refuse, litter and debris from the Cemeteries or place the same in designated receptacles; and
- k. be responsible for any damage to the Cemeteries caused by any failure to comply with the rules set out in these By-laws

General

46. Calculation of time periods within this By-law shall exclude the day on which the first event happens and include the day on which the second event happens and such calculation shall not include Saturdays, Sundays and Holidays.
47. This By-law shall come into effect upon approval by the Registrar.
48. By-law 90-2012 and any amendments thereto are hereby revoked.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 13th day of August, 2018.

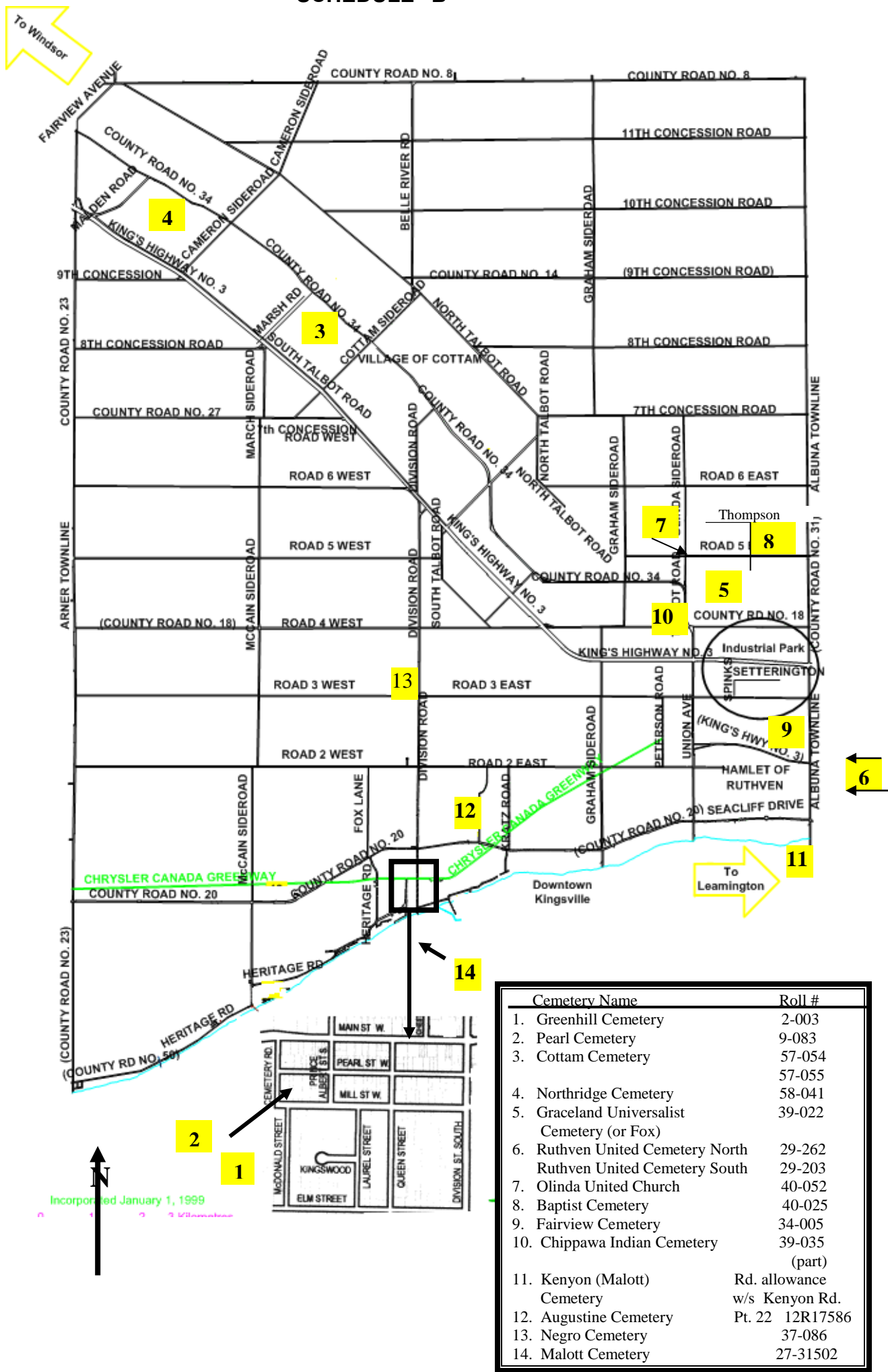
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

SCHEDULE "A"

Cemetery Name	Location	Description	Status	Roll No.
Augustine	Farm Lot, Road 2 East	Lot: 1 Conc. 1 Pt. 3 12R15587	Inactive	None
Greenhill	Mill Street West	Lot: 4 Conc. 1	Active	020-00300
Pearl Street	Pearl Street West	Lot: 2 Conc. 1 WD	Inactive	090-08300
Cottam Cemetery	s/s County Road 34	Lot: 271 Conc. STR Part 1 Plan 12R12365	Active-Anglic. Active-Other	570-05400 570-05500
Northridge	South Talbot Road	Lots: 277, 278 Conc. STR Part 1 12R15809	Active	580-04100
Baptist	e/s Thompson Crescent	Lot: 21 Conc. 5 E.D.	Active	400-02500
Chippawa Indian	Farm Lot, Road 4 East	s/e corner Lot: 20 Conc. 4 E.D.	Inactive	390-03500
Fairview	n/s Road 3 East	Lot: 11 Conc. 3 E.D.	Active	340-00500
Graceland Universalist (or Fox) + Expansion	Road 5 East at Olinda Sideroad	Lot: 21 Conc. 4 E.D Part of Part 1 12R6602.	Active	390-02100
Kenyon (Malott)	Farm Lot 12, w/s Kenyon Point Rd.	Lot: Farm Lt. 12 Kenyon Point Road	Inactive	Road Allowance
Negro	Division Road	s/w corner Lot: M Conc 3 W.D.	Inactive	370-08600
Malott	Heritage Road	Lot: 4 Conc. 1 W.D. Parts 1 to 3 12R5593	Inactive	270-31502
Olinda United Church	w/s Olinda Sideroad	Lot: 20 Conc. 5 E.D. Part 1 12R11510	Active	400-05200
Ruthven United Church (north) (south)	n/s Hwy. 3 at Albuna Townline s/s Hwy. 3 at Albuna Townline	Lot: 13 Conc. 2 E.D. Lot: 13 Conc. 2 E.D.	Active Active	290-26200 290-20300

SCHEDULE "B"





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

Date: July 9, 2018
To: Mayor and Council
Author: G.A. Plancke – Director of Municipal Services
RE: Road Use Agreement – 2081967 Ontario Limited
Report No.: MS 2018 – 25

AIM

To provide Council with information regarding a proposed Road Use / Encroachment Agreement between 2081967 Ontario Limited, for the purpose of constructing, and maintaining a Private Electrical Service Line within the Town road allowance to service Thermo Energy System Inc. located at 2035 Spinks Dr.

BACKGROUND

The owners of Thermo Energy Systems Inc. located at 2035 Spinks Dr. retained N.J. Peralta Engineering to design and draft plans for a new underground Private Electrical Service Line to support their planned expansion to their operation as part of the amended site plan. (See attached plan E16-056).

Thermo Energy Systems Inc is currently being serviced via an overhead electrical service, which was originally identified in the approved site plan but, subsequent to that approval has been determined that it cannot meet the required electrical demands of the expanded facility.

Thermo energy requires a new electrical service capable of meeting the new demand and has requested an underground supply rather than a standard aerial option.

Hydro One Networks would retain responsibility of an overhead supply to the onsite meter, but has informed Thermo Energy, that a new underground electrical service would be supplied from their overhead plant across the road. The new line would be the sole responsibility of Thermo Energy, as the Hydro One disconnect and metering facility will remain on the pole.

DISCUSSION

The Thermo Energy Systems Inc. current site plan did not identify the requirement or option for an underground electrical service at the time of approval.

In order to facilitate, and accommodate a new Private Electrical Service Line within the municipal road allowance, a Road Use Encroachment Agreement is required between the Town, and Thermo Energy Systems Inc. in order to place private infrastructure within the public road allowance.

Municipal Services in conjunction with Corporate Services has drafted a Road Use Encroachment Agreement to the benefit of Thermo Energy Systems Inc. (See attached "Draft" Road Use Encroachment Agreement).

It has been vetted through 2081967 Ontario Limited without comment or revision.

LINK TO STRATEGIC PLAN

Support growth of the business community.

FINANCIAL CONSIDERATIONS

No financial impact to the Town at this time. Conjunction

CONSULTATIONS

Municipal Services
Corporate Services
N.J. Peralta Engineering

RECOMMENDATION

That Council enters into a Road Use Agreement with 2081967 Ontario Limited, for the construction, maintenance, and operation of a Private Electrical Service Line within the Town road allowance as stipulated in the conditions listed within the document Road Use Encroachment Agreement between the Corporation of the Town of Kingsville, and 2081967 Ontario Limited;

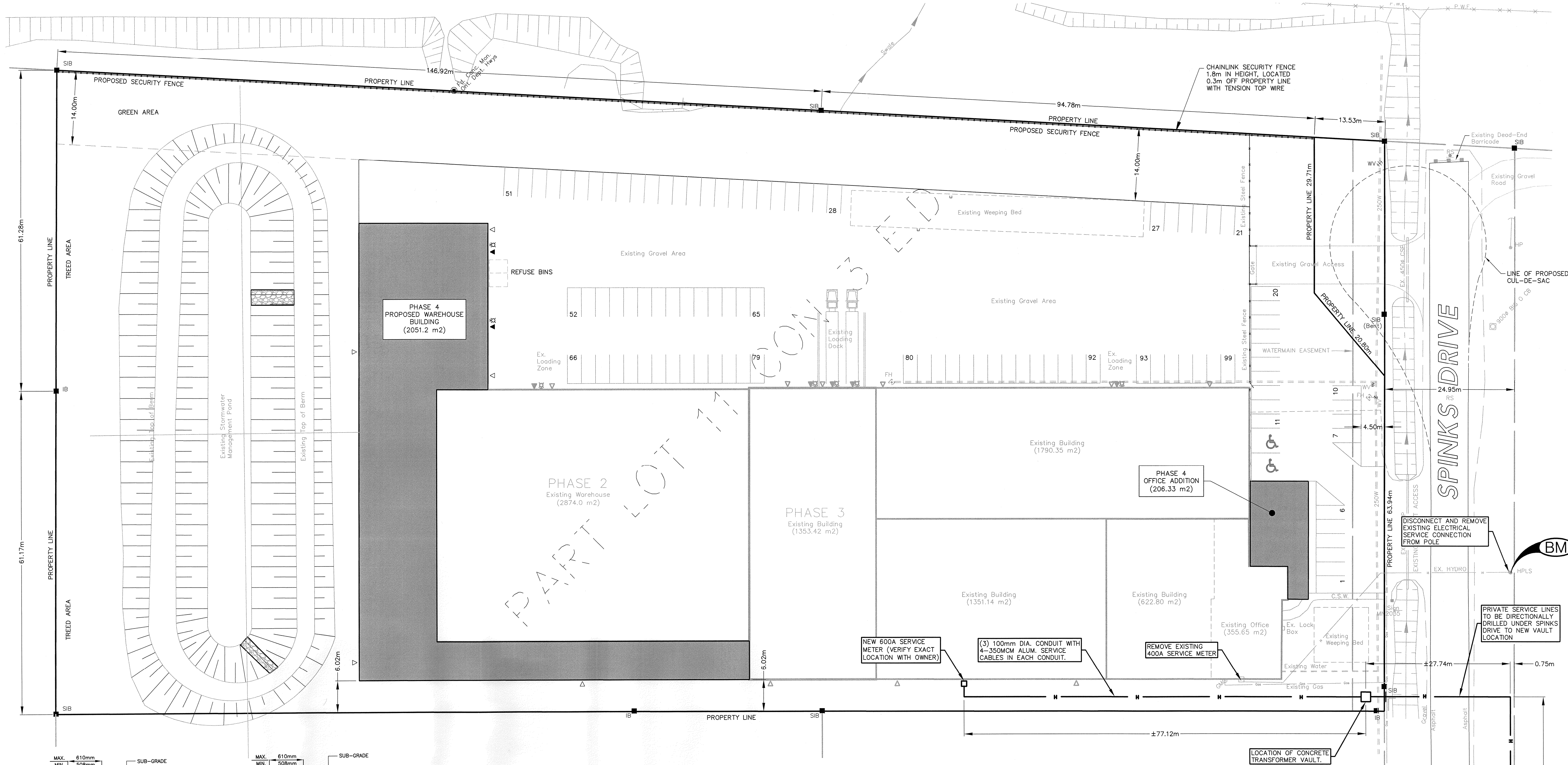
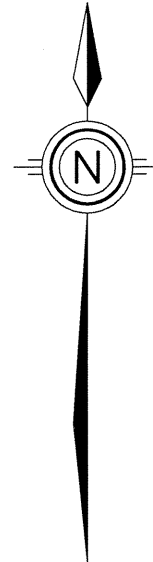
And That Council direct the Mayor and Clerk to execute said Agreement and adopt the applicable authorizing by-law (94-2018).

G.A. Plancke

G.A. Plancke Civil Eng. Tech (Env)
Director of Municipal Services

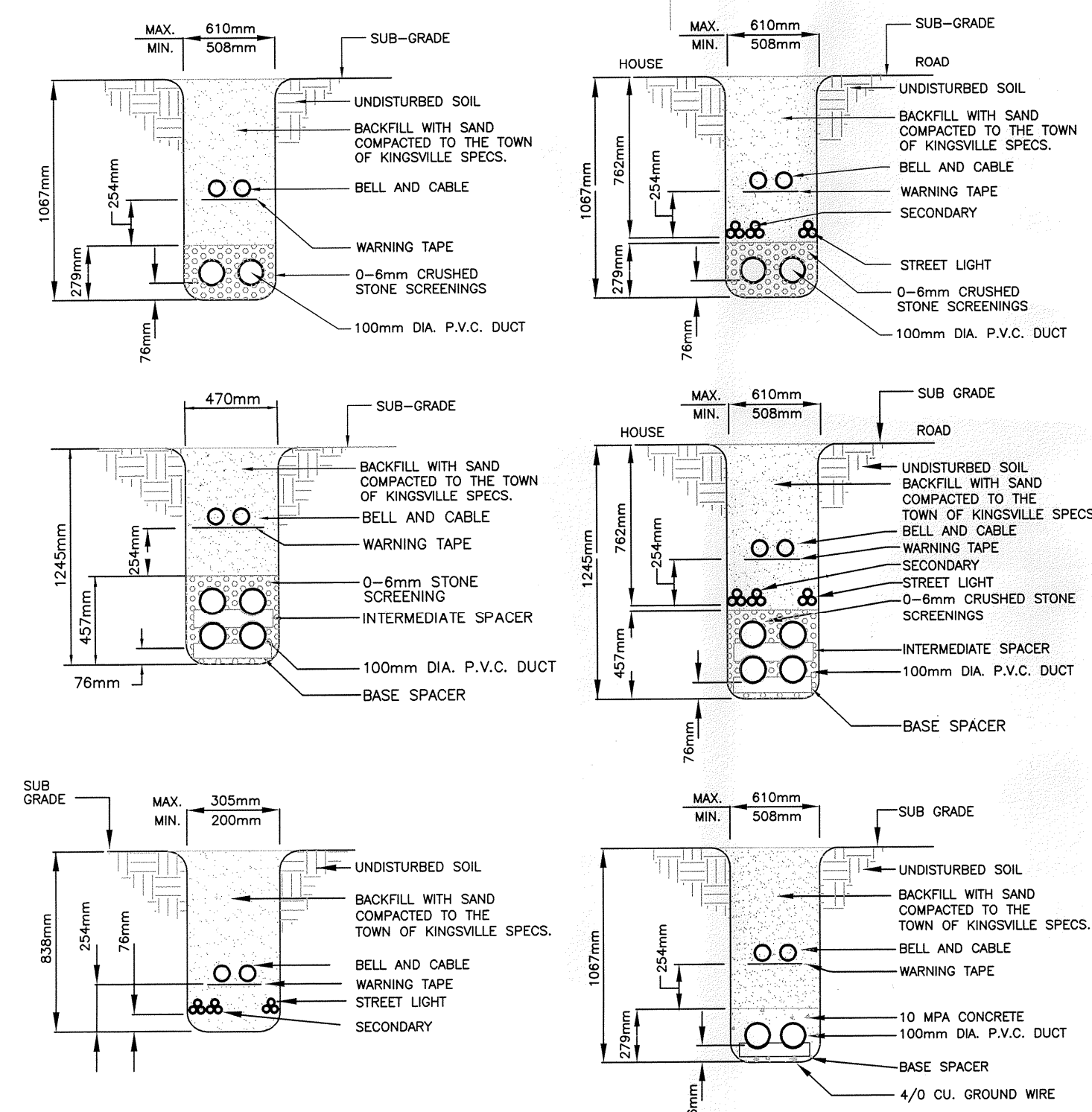
Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer



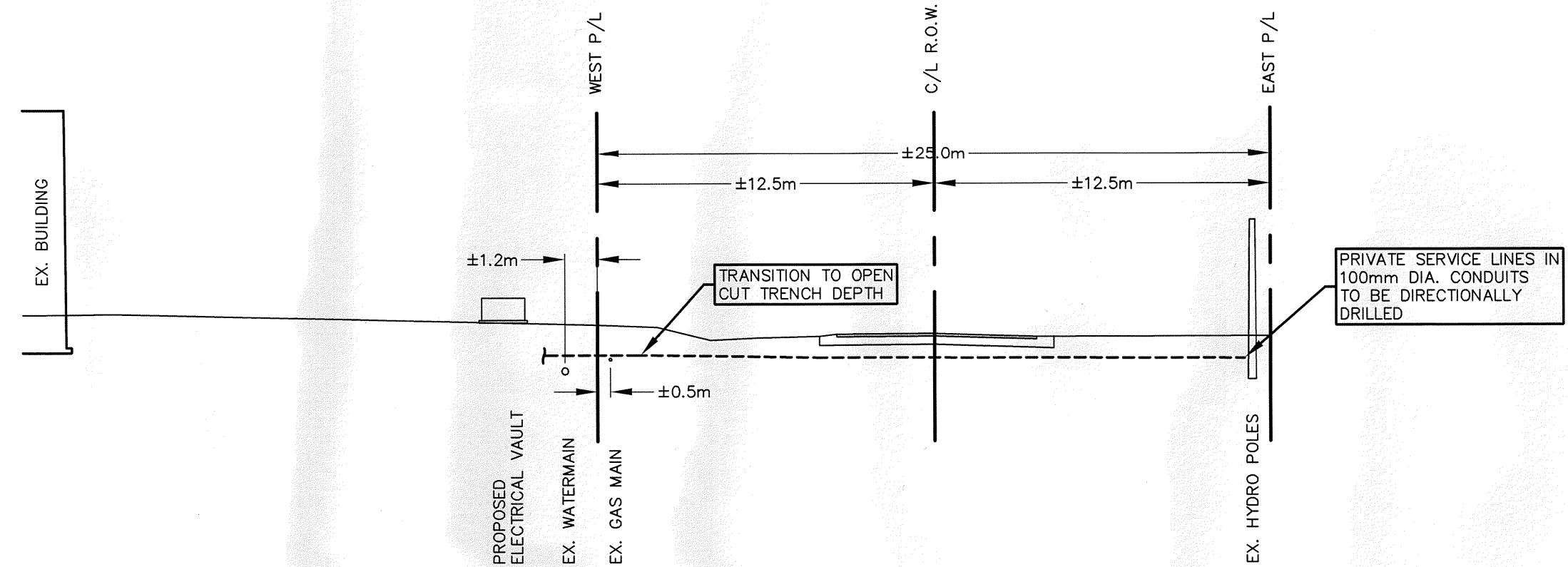
SITE PLAN
Scale = 1:400

ALL WORKS TO BE DONE TO ELECTRICAL
SAFETY AUTHORITY STANDARDS



TYPICAL TRENCH DETAILS

NOTE: MINIMUM CONCRETE COVERAGE
AROUND DUCTS SHALL BE 76mm



UTILITY CROSS SECTION
Scale = 1:200

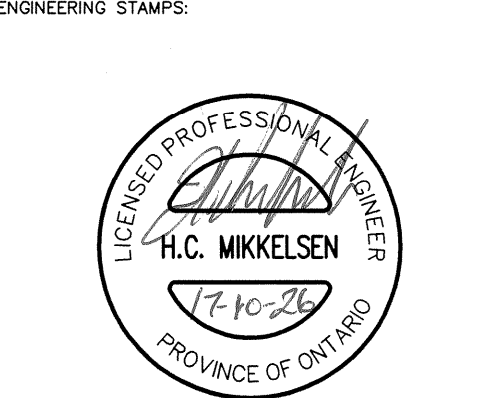
NOTES:
1. THE ACCURACY OF THE UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED BY THE OWNER OR N. J. PERALTA ENGINEERING LTD. OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE OR LOCATION SHOWN.
2. ALL ELEVATIONS SHOWN IN METRES.

BENCHMARK:
1. TOP OF NAIL SET IN WEST FACE OF HYDRO POLE LOCATED ON THE EAST SIDE OF SPINKS DRIVE, OPPOSITE SUBJECT PROPERTY.
ELEV. = 223.474m

ELECTRICAL PERMIT REV.	W.L.L.	25 OCT. 2017
ELECTRICAL PERMIT	W.L.L.	19 OCT. 2017
ISSUED FOR:	BY	DATE

N. J. Peralta
Engineering Ltd.
Consulting Engineers

Kingsville Ontario



THERMO ENERGY
PHASE 4 WAREHOUSE
& OFFICE EXPANSION
2035 SPINKS DRIVE
TOWN OF KINGSVILLE
ONTARIO

SHEET TITLE:

ELECTRICAL SERVICE UPGRADE
SITE LAYOUT AND DETAILS

DESIGNED BY:	DATE:
H.C.M.	16 OCT. 2017
DRAWN BY:	SCALE:
W.L.L.	AS SHOWN
SHEET No.:	OF:
E1	1
PROJECT No.:	E16-056

ROAD USE ENCROACHMENT AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of August 2018

B E T W E E N:

THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter referred to as the "Town")

OF THE FIRST PART

-AND-

2081967 ONTARIO LIMITED O/A

Thermo Energy Systems INC.
(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner has requested the Town, insofar as it may lawfully do so, to authorize it to construct, use and maintain a Private Electrical Service Line from its property in the Town under, over or across a Road Allowance or Municipal Infrastructure under the jurisdiction of the Town;

AND WHEREAS the Owner has agreed to indemnify and save harmless the Town from all losses, costs and damages by reason thereof;

NOW THEREFORE IN CONSIDERATION of the undertakings and agreement hereinafter expressed and upon the terms hereinafter set forth, the Town and Owner mutually covenant and agree as follows:

1. In this Agreement the following words shall have the following meanings:
 - (a) "Municipal Infrastructure" means the basic physical and organizational structure and facilities (e.g. buildings, roads, sanitary sewers, storm

sewers, water lines, municipal drains etc.) under the jurisdiction of the Town;

- (b) "Private Electrical Service Line" means the material medium or structure that forms all or part of a path from one place to another for directing the distribution of electricity from public property to an end use located on private property;
 - (c) "Town" means The Corporation of the Town of Kingsville;
 - (d) "Owner" means Thermo Energy Systems Inc. who is liable in connection with this Agreement and who owns the property legally described as CON 3 ED PT LOT 11 RD 307Kingsville, Ontario and known municipally as 2035 Spinks Dr. (Roll Number 340-00522).
 - (e) Reference Plan & Profile listed as Project No E16-056 prepared by N.J. Peralta Engineering Ltd attached hereto and marked as Schedule "A";
 - (f) "Director of Municipal Services" means the Director of Municipal Services for the Town, or designate;
 - (g) "Road" or "Road Allowance" means a municipal road allowance or public highway under the jurisdiction of the Town and shall include not only the travelled portion of a public highway but also shoulders, ditches, driveways, sidewalks and grassy areas forming part of the road allowance now or at any future time.
2. Upon the Director of Municipal Services providing written approval and agreeing in writing to the location of the proposed Private Electrical Service Line, permission to construct, reconstruct, maintain, remove or alter a

Private Electrical Service Line under Spinks Dr. is granted to the Owner subject to the terms and conditions contained within this Agreement.

3. The Private Electrical Service Line shall be constructed, reconstructed, maintained, removed or altered in accordance with good engineering and construction practices. In any event, the top of the Private Electrical Service Line shall be at least three (3') feet below the crown of the Road, but not more than five (5') in depth and shall not conflict with other utilities which may include watermain, natural gas plant, cable and telephone networks etc.
4. When constructed and completed, the Private Electrical Service Line shall not obstruct or interfere with or render more difficult or dangerous the use of the Road or Municipal Infrastructure and, in the event that as a result of the construction, reconstruction, maintenance, removal or alteration of the Private Electrical Service Line, an obstruction or interference is caused, then, in that event, the Owner shall do all things necessary, at its sole expense, to remove such obstruction or interference without delay.
5. The Owner, its successors in title or permitted assigns, shall repair the Road or municipal infrastructure and replace materials moved or removed therefrom, in as nearly the same condition as that in which they are found at the time of commencement of any work undertaken in connection with the said Private Electrical Service Line construction or reconstruction, or its future maintenance, alteration or removal. In the event of an open cut to the road or shoulder, all backfilling materials shall be of compacted granular material in accordance with the requirements of the Director of Municipal Services.
6. Except in cases of emergency, at least forty-eight (48) hours written notice shall be given by the Owner to the Director of Municipal Services of any

work to be undertaken in constructing, maintaining or repairing their Private Electrical Service Line under, over or across the Road Allowance or Municipal Infrastructure. Any maintenance or repair of an emergency nature shall be reported to the Director of Municipal Services or other appropriate official of the Town as soon as possible, with a written notice to follow detailing the nature of the emergency and the actions taken. Any damage to Municipal Infrastructure including but not limited to watermains, sanitary sewers, or storm sewers, and municipal drains shall be reported forthwith in writing to the Director of Municipal Services and shall be repaired, altered or relocated by Town forces, and all expenses and liabilities shall be the responsibility of the Owner and shall be assumed and paid by them forthwith on demand. Failure of the Owner to pay within thirty (30) days of demand will cause this Agreement to become voidable at the discretion of the Town.

7. The location, elevation and method of construction, reconstruction, maintenance or removal of the said Private Electrical Service Line under, over or across the Road Allowance or Municipal Infrastructure shall be subject, respectively, to the written approval of the Director of Municipal Services. The Owner shall provide to the Town, prior to construction, two (2) copies of construction drawings for the entire route of the Private Electrical Service Line and showing the materials to be used and the method by which the materials will be installed. Upon completion of works, two (2) hard copies and one (1) electronic copy of "As Constructed" drawings shall be provided to the Town.
8. A certified cheque or cash in the amount of Ten Thousand (\$10,000.00) Dollars shall be deposited by the Owner with the Town prior to construction each time the Owner submits a request to construct, reconstruct, replace, maintain or alter the Private Electrical Service Line. The monies deposited shall be held by the Town as security to ensure that the Owner satisfies the

conditions of this Agreement and rectifies any matters required by the Director of Municipal Services, acting reasonably. Each crossing of the Municipal Road or Municipal Infrastructure will be considered as a Private Electrical Service Line crossing and will require separate deposits. Any deposits held by the Town will be returned to the Owner within ninety (90) days of written notification by the Owner to the Town provided that the Director of Municipal Services, acting reasonably, is satisfied that all of the conditions of this Agreement have been fully satisfied.

9. It is understood and agreed that under the terms of this Agreement, the Owner shall be responsible for providing all necessary warning signs, safety devices and traffic diversion to adequately warn the public of construction in Road Allowance areas and the Owner hereby indemnifies and saves harmless the Town, its employees and agents, from and against all claims, liabilities, losses, costs, damages, or expenses of every kind, including legal fees, that may be incurred or suffered as a consequence of the Owner failing to place, maintain and operate such warning signs, protective devices and traffic diversion.
10. In the event that the Town, in pursuance of its statutory powers, deems it expedient to alter the construction of any Road or Municipal Infrastructure and in the course thereof, it becomes reasonably necessary that the location of the Private Electrical Service Line laid or operated under this Agreement should be altered at a specified point to facilitate the work of the Town, then upon reasonable notice in writing from the Town to the Owner specifying the alteration desired, the Private Electrical Service Line shall, at the Owner's expense, be altered or relocated to the point specified in accordance with the requirements of the Director of Municipal Services. The Owner shall have sixty (60) days from the date of written notice to complete the work as aforesaid. Thereafter, the Town may do the work and charge the cost of same against any outstanding deposit(s) held by it and if such deposit(s) is/are insufficient to pay the said costs, any deficiency shall

be paid by the Owner within thirty (30) days of written demand, otherwise this Agreement shall be voidable at the discretion of the Town.

11. When it is necessary for work to be done on the Private Electrical Service Line for any purpose, the Owner shall consult with the Director of Municipal Services so that service corridors may be readily located when the need arises. The Private Electrical Service Line shall be posted at the completion of its installation at the sole expense of the Owner.
12. Nothing in this Agreement shall relieve the Owner from compliance with the applicable federal or provincial legislation, or municipal by-laws.
13. Subject to the provisions rendering this Agreement voidable, this Agreement shall extend for a term of five (5) years from the date of the Agreement or until such time as an alternate electrical power supply is available and commissioned, and may be renewed for a further five (5) years on terms to be agreed upon by the Owner and the Town.
14. Upon termination of this Agreement (which shall include the Town exercising its right to void the Agreement as aforesaid) and/or abandonment of the Private Electrical Service Line, the Owner shall abandon the Private Electrical Service Line and all other obligations of the Owner shall continue under the provisions of this Agreement until all of such obligations have been complied with and completed in full to the satisfaction of the Director of Municipal Services, acting reasonably.
15. If the Owner should fail to abandon and remove the Private Electrical Service Line from the Road Allowance within one (1) year of abandonment or termination of this Agreement and the Town requires the removal of all or any part of the Private Electrical Service Line for the purpose of altering or improving the Road Allowance or Municipal Infrastructure in order to facilitate the construction of utility or other works, the Town may remove and dispose of so much of the Private Electrical Service Line as the Town

may require for such purposes and the Owner shall have no recourse against the Town for any losses, costs, expenses or damages occasioned thereby.

16. The Owner shall indemnify and save harmless the Town from and against all claims, liabilities, losses, costs, damages or other expenses of every kind including legal fees that the Town may incur or suffer as a consequence of or in connection with the placing, maintenance, operation, replacement or repair of the Private Electrical Service Line or any part thereof.
17. Forthwith upon execution of this Agreement, the Owner shall deliver to the Town, a certificate of a comprehensive liability policy of insurance with policy limits in the amount of not less than Five Million (\$5,000,000.00) Dollars, the form and content of which shall be satisfactory to the Town, and naming the Town as an additional insured. Such policy shall be kept in full force and effect by the Owner until such time as this Agreement is terminated.
18. During the term of this Agreement and any subsequent renewals thereof, the Owner shall be responsible for maintaining the Private Electrical Service Line and, where the same has to be repaired, altered, removed or relocated, the Owner shall return the Road Allowance or Municipal Infrastructure to its original condition to the satisfaction of the Director of Municipal Services acting reasonably.
19. If any dispute or controversy shall occur between the parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement, such dispute shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice, upon the application of either of said parties and a Judge of the

Ontario Superior Court of Justice shall be entitled to act as such arbitrator if he or she so desires. The arbitration shall be held in the Town of Kingsville or such other location in Essex County that the parties and the arbitrator may agree upon. The procedure to be followed shall be agreed by the parties or, in default of an agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitration Act (Ontario), S.O. 1991, c.17. The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by either party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the board or arbitration, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

20. The Owner may not assign any part of this Agreement unless the Town consents in writing to such assignment, which consent which may not be unreasonably withheld provided that the Owner enters into a form of Agreement guaranteeing compliance with the terms of this Agreement by the assignee and such assignment shall be effective only upon execution of an Agreement binding the assignee to the terms of this Agreement.
21. Any notice to be given under the provisions of this Agreement may be effectually given to the Town by delivering same by registered mail, postage prepaid, addressed as follows:

To the Town:

Attention: Director of Municipal Services

The Corporation of the Town of Kingsville,

2021 Division Road North,

Kingsville, Ontario N9Y 2Y9

To the Owner:
Thermo Energy Systems Inc.
2035 Spinks Dr.
Kingsville, Ontario N9Y 2E5

22. The notices as aforesaid shall be deemed to have been given and received on the 5th business day following the date it was mailed.
23. This Agreement shall ensure to and be binding upon the parties hereto, their successors and permitted assigns.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the day first written above.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

Per: _____
Nelson Santos
Mayor

Per _____
Jennifer Astrologo
Director of Corporate Services / Clerk

**THERMO ENERGY SYSTEMS
INC.**

Per: _____

Per: _____
**I/We have the authority to bind
the corporation**

Dear Kingsville Council:

As many as you know, Tom. Schinkelshoek was very involved in first the Kingsville Comets and then the Kingsville Kings.

As president of the Kings, Tom made a lot of decisions and helped make things easier for the team; he helped make arrangements to billet dozens of young men from across Canada and other parts of the world. Tom frequently had the young men of the team involved in community events, the Ruthven Apple Festival, the First Lutheran church's free skate, parades and so much more.

He assisted with fundraising for the team, helped with laundry, etc.

One only has to go to Tom's facebook page to see how many of the Kingsville Kings were affected by Tom.

Tom also befriended Andrew from Group Hug Apparel and became involved. When Tom passed away, Kay asked for donations for Group Hug Apparel and they were able to purchase many backpacks for kids. Tom took Andrew under his wing and had him help with the Kings; Andrew and Tom became fast friends.

Tom and his wife Kay invited Andrew to their beloved church in Cottam to share his life story with parishioners.

Tom was very involved in his church, Trinity Anglican; he helped with community smorgusburgs, pancake dinners, baked sales.

Tom was a Sunday school teacher at the school and was on a committee to celebrate the church's 150th anniversary.

Part of the celebrations included holding a Country fair that was open to the community of Cottam. Games were played, there were vendors, a bake sale, etc.

Tom was working on another Country Fair for June of 2018 and in honour of Tom, the parishioners of Trinity went ahead with his plans and held the country fair on the church grounds.

Tom was an active Warden at Trinity, assisting the Minister as well as the parishioners. He made us laugh and made us cry but, he was always involved in our activities.

In honour of Tom and his commitment to his Church Community, Cottam and the town of Kingsville, Trinity Anglican Church would like to erect a gazebo to be used by the community. A gazebo was part of Tom's dream and will be part of a garden that is being designed with a labyrinth to be created within a few years.

We are asking that Kingsville town council consider a grant/donation to help us make this happen.

Thank you for your consideration.

Pat Jackson, Warden

Brenda Layson, Warden



**REGULAR MEETING OF COUNCIL
MINUTES**

**Monday, July 23, 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 Tony Gaffan Councillor Larry Patterson Absent: Councillor Susanne Coghill (on personal business) Absent: Councillor John Driedger (on personal business) Absent: Councillor Thomas Neufeld (on personal business)
Members of Administration	J. Astrologo, Director of Corporate Services R. Brown, Manager of Planning Services T. Del Greco, Municipal Services Manager S. Kitchen, Deputy Clerk-Council Services R. McLeod, Director of Financial Services 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 and reflection 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. Dr. Lydia Miljan, Chair, Kingsville Municipal Heritage Advisory Committee

Dr. Miljan presented the Report regarding the Committee's recommendation for heritage designation of The Christopher Dresser House by way of a PowerPoint presentation.

439-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council receives correspondence from property owners consenting to have the property municipally known as 192 County Road 14 designated by the Town of Kingsville as a heritage building under the *Ontario Heritage Act* and further, that Council authorizes Publication of Notice of Intention to Designate.

CARRIED

F. MATTERS SUBJECT TO NOTICE

1. PUBLIC MEETING--Application for Official Plan Amendment OPA/02/18 & Zoning By-law Amendment Application ZBA/11/18 by Pratt, Finch & Jones Ltd. 436 County Road 27 E Part of Lot 13, Concession 11

Robert Brown, Manager of Planning Services

i) Notice of Complete Application and Public Meeting: Official Plan Amendment and Zoning By-law Amendment, dated June 29, 2018;

ii) Report of R. Brown, dated June 22, 2018 including attached appendices A to C;

iii) Proposed By-law 82-2018 (Official Plan Amendment No. 8) and proposed By-law 83-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

Comments from the audience:

Joanne Winger, Cottam Resident asked whether the municipal address (436 County Road 27 East) is correctly identified as County Road 27 runs in a

north/south direction. Mr. Brown explained that the property is registered in that manner by the Municipal Property Assessment Corporation (MPAC).

There were no further questions or comments from anyone in attendance in the audience.

440-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council:

Adopt Official Plan Amendment No. 8 (OPA 8) to establish a site-specific policy area to permit the creation of one (1) new rural residential lot on the property currently known as 436 County Road 27 E, Part of Lot 13, Concession 11, in the Town of Kingsville and direct Administration to forward the policies to the County of Essex for final approval;

And that Council approve Zoning By-law amendment application ZBA/11/18, to implement OPA 8, once final approval is granted by the County of Essex, and rezone the lands to be severed to an appropriate 'Rural Residential, (RR)' classification.

CARRIED

G. AMENDMENTS TO THE AGENDA

Deputy Mayor Queen added one announcement, and Councillor Patterson added one unfinished business item.

H. STAFF REPORTS

1. Application for Site Plan Approval SPA/06/18 by Mucci Farms Ltd. – 1893 Talbot Road Part of Lots 11 & 12, Concession 2 ED

R. Brown, Manager of Planning Services

441-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council approve site plan application SPA/06/18 for lands located at 1893 Talbot Road, Part of Lots 11 and 12, Concession 2 ED, subject to the conditions outlined in the associated site plan agreement, for a two phase greenhouse

development consisting of a total of 4.45 ha (10.98 ac.) of greenhouse space, a 5,988 sq. m (64,456 sq. ft.) Service Building and 1,246.8 sq. m (13,421 sq. ft.) bunk house and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

CARRIED

2. Application for Redline Amendment of Draft Plan of Subdivision Remark Farms Subdivision – Edward Remark and Sons Ltd. - SPA/02/18 County File # 37-T-13001

R. Brown, Manager of Planning Services

442-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council support the proposed redline revision to the Remark Farms Draft Plan of Subdivision (County of Essex File #37-T-13001) reducing the total lots from a combination of single-detached and semi-detached dwellings totaling 191 units to 59 single detached dwelling lots as shown on the attached plan inclusive of the amended street layout.

CARRIED

3. Application for Redline Amendment of Draft Plan of Subdivision Sunvalley Estates Subdivision – Armando Mucci & Lori Cervini

R. Brown, Manager of Planning Services

443-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Larry Patterson

That Council support the proposed redline revision to the Sunvalley Estates Draft Plan of Subdivision (County of Essex File #37-T-12001) for the Regent Street extension including Lots 29 to 44 as shown on the attached plan.

CARRIED

4. Lighting Impact, Control & Regulation

R. Brown, Manager of Planning Services

444-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council receive the Report of R. Brown, Manager of Planning Services, dated July 5, 2018, on Lighting Impact, Control and Regulation for information purposes; and that Council direct staff to begin implementing the six-step plan to implement better lighting control and regulation through the existing site plan approval and monitoring process.

CARRIED

5. Mettawas Park – Architecture / Engineering Services RFP

T. Del Greco, Manager of Municipal Services

A motion by Deputy Mayor Queen to move the recommended action was not seconded.

445-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council Defer the Report of T. Del Greco, Manager of Municipal Services, dated July 17, 2018 (wherein Administration is seeking approval to award the Mettawas Park Architecture / Engineering Services contract to Ron Koudys Landscape Architects Incorporated) for thirty (30) days.

CARRIED

6. Lions Park Master Plan for Development

T. Del Greco, Manager of Municipal Services

446-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council endorse the drawing as attached in Appendix C to the Report of T. Del Greco, Manager of Municipal Services (RE: Lions Park Master Plan) as the final master plan for future development of Lions Park and consider costs of construction during 2019 Municipal Budget deliberations.

CARRIED

7. 2nd Quarter Report

P. Van Mierlo-West, CAO

447-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council receive the 2nd Quarter Report of CAO P. Van Mierlo-West, dated June 26, 2018 for information.

CARRIED

I. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

1. Rotary Club of Cottam--Correspondence from Dan Levy, President dated July 17, 2018 RE: Request for support of Annual Horse Show and Fall Festival Program Booklet

448-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council authorize the purchase of a full-page advertisement in the Rotary Club of Cottam's program booklet in support of its Annual Horse Show and Fall Festival.

CARRIED

J. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council--July 9, 2018

449-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council adopts Regular Meeting of Council Minutes dated July 9, 2018.

CARRIED

K. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. Committee of Adjustment - May 15, 2018

450-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council receive Committee of Adjustment Meeting Minutes dated May 15, 2018

CARRIED

2. Parks, Recreation, Arts and Culture Committee - May 24, 2018

451-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council receive Parks, Recreation, Arts and Culture Committee Meeting minutes dated May 24, 2018 together with Minutes of the following sub-committees: Communities in Bloom, dated April 10, 2018; Migration Festival, dated April 10, 2018; and The 55+ Advisory, dated April 19, 2018

CARRIED

3. Kingsville B.I.A. - June 12, 2018

452-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council receive Kingsville B.I.A. Meeting Minutes dated June 12, 2018

CARRIED

4. Kingsville Municipal Heritage Advisory Committee--June 13, 2018

453-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council receives Kingsville Municipal Heritage Advisory Committee Meeting Minutes dated June 13, 2018.

CARRIED

5. Union Water Supply System Joint Board of Management - June 20, 2018

454-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council receive Union Water Supply System Joint Board of Management Meeting Minutes dated June 20, 2018

CARRIED

L. BUSINESS CORRESPONDENCE - INFORMATIONAL

1. **Doug Plumb, Resident--Correspondence dated July 15, 2018 RE: Sidewalk Construction on Queen Street from Stewart Street to Herrington-West Side**
2. **Windsor-Essex County Health Unit--Correspondence from T. Marentette, Acting CEO, dated July 3, 2018 RE: The Smoke-Free Ontario Act, 2017--Delayed Implementation**
3. **College of Physicians and Surgeons of Ontario--Correspondence dated July 2018 RE: Call for Nominations for the 2019 Council Award**

455-2018

Moved By Councillor Tony Gaffan

Seconded By Councillor Larry Patterson

That Council receives Business Correspondence-Informational items 1 to 3 as presented.

CARRIED

M. NOTICES OF MOTION

1. **Councillor Neufeld may move, or cause to have moved:**

That Council direct Administration to have a Town of Kingsville by-law enforcement officer on-call after hours for enforcement purposes, and that the costs of such additional enforcement services be incorporated into the 2019 municipal budget.

Mayor Santos indicated that Councillor Neufeld had requested via email today that this agenda item (#M-1) be deferred to the next Regular Meeting of Council.

2. **Deputy Mayor Queen may move, or cause to have moved:**

That Council ask Administration to develop and present an interim control by-law that would place on hold any further or future zoning changes related to medical marihuana growing applications, until such time as the Council of the Day can actually see and smell the success of the no smell and no night light effects at property lines as promised in current applications.

456-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council ask Administration to develop and present an interim control by-law that would place on hold any further or future zoning changes related to medical marihuana growing applications until such time as the Council of the Day can actually see and smell the success of the 'no smell' and 'no night light effects' at property lines as promised in current applications.

CARRIED

3. Deputy Mayor Queen may move, or cause to have moved:

That Council request from Administration, and the representatives of our local Police Services Board, information or feedback regarding the signage at the intersection of Road 3 and the McCain Sideroad including whether the size of the existing signage is sufficient and whether more police presence is required.

457-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council request from Administration, and the representatives of our local Police Services Board, information or feedback regarding the signage at the intersection of Road 3 and the McCain Sideroad including whether the size of the signage is sufficient and whether more police presence is required.

CARRIED

N. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

1. Deputy Mayor Queen announced that the Essex County Accessibility Advisory Committee is holding a 'Celebrate our Abilities' Walk and Event at the Vollmer Centre in LaSalle on July 28 at 10:30 a.m.

2. Councillor Patterson asked for an update from Administration pertaining to the status of KingsvilleWorks Service Request #13843 (RE: condition of bike lanes on Road 2 East between Division and Jasperson).

O. BYLAWS

1. By-law 82-2018

458-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council read By-law 82-2018, being a By-law to amend the Official Plan of the Town of Kingsville (Official Plan Amendment No. 8) a first, second and third and final time.

CARRIED

2. By-law 83-2018

459-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council reads By-law 83-2018, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/11/18; 436 County Road 27 East) a first, second, third and final time.

CARRIED

P. CLOSED SESSION

460-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council, at 8:28 p.m., move into Closed Session to address the following item: Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality, being Update Report of CAO P. Van Mierlo-West regarding the Town's proposed acquisition of land.

CARRIED

Q. REPORT OUT OF CLOSED SESSION

Upon rising from Closed Session at 8:32 p.m. Mayor Santos reported that Council received an update report from CAO P. Van Mierlo-West regarding the Town's proposed acquisition of land.

R. CONFIRMATORY BY-LAW

1. By-law 91-2018

461-2018

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council read By-law 91-2018, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its July 23, 2018 Regular Meeting, a first, second and third and final time.

CARRIED

S. ADJOURNMENT

462-2018

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council adjourn this Regular Meeting at 8:34 p.m.

CARRIED



Please consider the environment before printing this email.

From: Judi Gollnitz [REDACTED]
Sent: Wednesday, July 18, 2018 9:47 AM
To: Sandy Kitchen <SKitchen@kingsville.ca>
Subject: Re: Queen St. sidewalks

On Tue, Jul 17, 2018, 12:30 PM Judi Gollnitz <[REDACTED]> wrote:

Mayor Santos and esteemed council members, As a longtime resident of 212 Queen Street, I must request this council reverse the plan to install sidewalks on the west side of my street from Stewart St. to Herrington. The existing sidewalk on the east side of Queen St. is more than adequate to accommodate any foot traffic, and the ramp onto Herrington has answered any accessibility demands. Most, if not all of my neighbours and myself feel that there are many more worthwhile projects in need of our ever increasing tax dollars. Thank you for your attention to this request. Sincerely, Judi Gollnitz



TOWN OF LAKESHORE

419 Notre Dame St.
Belle River, ON N0R 1A0

July 16, 2018

Minister of Transportation
House of Commons
Ottawa, Ontario
K1A 0A6

Transport Canada
33 Sparks Street
Ottawa, Ontario
K1A 0N5

To Whom It May Concern:

**RE: SAFETY WARNINGS ON VEHICLES TO REMIND THE PUBLIC NOT TO
LEAVE CHILDREN AND/OR ANIMALS IN HOT VEHICLE**

At its meeting of June 26, 2018, the Council of the Town of Lakeshore duly passed resolution number 791-06-2018.

Councillor Janisse moved and Deputy Mayor Fazio seconded:

Whereas there have been recent reports of instances where children and pets have been left unattended in a vehicle without adequate ventilation.

And Whereas the prolonged heat exposure in a vehicle has resulted in the death of some children and pets.

And Whereas warnings about the effects of leaving children and/or pets in a hot vehicle is not a standard safety label displayed on vehicles .

And Whereas there are currently no questions or warnings included in the Ministry of Transportation Drivers Handbook which is a guide for G1 driver's license testing in Ontario.

Now therefore be it resolved that the Town of Lakeshore requests the Ministry of Transportation to consider including information and

questions in the Drivers Handbook and road test regarding the unsafe temperatures that can be reached in a closed up vehicle.

And further be it resolved that the Town of Lakeshore urges Transport Canada to require manufacturers and importers under the Motor Vehicle Safety Regulations to include safety warnings on vehicles to remind the public not to leave children and/or animals in a hot vehicle.

And further that a copy of the letter addressed to the Minister of Transportation and Transport Canada be forwarded to the Member of Parliament, Tracey Ramsey and Member of Provincial Parliament, Taras Natyshak as well as all Essex County Municipalities requesting their support.

Motion Carried Unanimously

Should you require any additional information with respect to the above matter, please contact the undersigned.

Yours truly,



Kristen Newman
Director of Legislative and Legal Services

/km

Cc: Tracey Ramsey, MP
Taras Natyshak, MPP
Municipality of Leamington – Brenda Percy
Town of Kingsville - R Baines
Town of Amherstburg - Paula Parker
Town of Essex - Robert Auger
Town of LaSalle – Clerks Department
Town of Tecumseh - Laura Moy

July 19, 2018

Ontario Premier Doug Ford
Huron Bruce MPP Lisa Thompson
Bereavement Authority of Ontario
Association of Municipalities of Ontario

Dear Madam/Sir:

The Township of Howick Cemetery Boards made up of volunteers representing the Fordwich, Gorrie, Wroxeter and Lakelet Cemeteries, recently met to discuss how to cover expenses such as grass cutting, road repair and tree maintenance/removal on their limited budget. Howick cemeteries have anywhere from 10-20 burials/year and sold 12 plots in 2017. All Howick Cemetery Boards have money in a Care and Maintenance Fund which can only be used to purchase land. Interest earned from these accounts, approximately \$2 - \$84/month, can be used to cover operating expenses.

At its meeting held July 17, 2018, the Council of the Township of Howick passed the following resolution:

Moved by Councillor Harding; Seconded by Councillor Scott:

Whereas; Ontario Regulation 30/11 states the Capital portion of the Care and Maintenance Trust Fund cannot be accessed, the only exception is to purchase land adjacent to the cemetery to increase the capacity of the cemetery;

And whereas; none of the Howick Township Cemetery Boards have a need to purchase land to increase capacity at this time or in the near future;

And whereas, only the interest generated from the Care and Maintenance Trust Fund can be used for the care and maintenance of the lots, markers and grounds of the cemetery;

And whereas, Howick Township Cemetery Boards have minimal funds to cover the cost of minimal maintenance in their cemeteries;

And whereas; major maintenance projects such as road repair and tree maintenance/removal could be arranged if the Cemetery Boards could borrow/loan funds from the Care and Maintenance Trust Fund;

Therefore, be it resolved that Council petition the Bereavement Authority of Ontario to amend Ontario Regulation 30/11 to allow borrowing of funds from the Care and Maintenance Trust Fund for capital improvements and purchases when other municipal cemetery funds are exhausted. Carried. Resolution No. 169/18

Please accept this correspondence for your consideration and support. If you require any further information, please contact this office. Thank you.

Yours truly,

Carol Watson

Carol Watson, Clerk, Township of Howick



The City of Niagara Falls, Ontario

Resolution

July 10, 2018

Moved by: Councillor Thomson

Seconded by: Councillor Pietrangelo

WHEREAS, the North American Free Trade Agreement (NAFTA) governs nearly every aspect of Canada and the United States economic relationship including manufacturing, agriculture, resources industries, and services;

WHEREAS, about 80% of all of Ontario's exports go to the United States and Ontario is the top trading partner of half of all American States;

WHEREAS, even minor changes to the established trade relationship between Canada and the United States could have significant consequences for workers, consumers, and governments on both sides of the border;

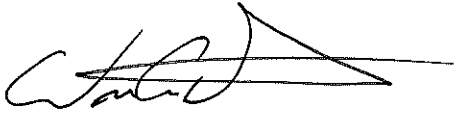
WHEREAS, Canada's and Ontario's economic future and the continued well-being of communities and their local economies depend on free and fair trading relationships based in current future trade agreements;

Therefore be it resolved; that Ontario municipal governments, represented by the Association of Municipalities of Ontario (AMO), stand together with the Federal and Ontario governments in their efforts to protect Canadian jobs and local economies;

RESOLVED that AMO will work with the Province of Ontario to support the interests of municipalities and communities affected by trade disputes and during ongoing trade agreement negotiations;

RESOLVED that AMO will work with the Federation of Canadian Municipalities to ensure that Canada understands the municipal impacts affected by trade disputes and during ongoing trade agreement negotiations;

AND The Seal of the Corporation be hereto affixed.

A handwritten signature in black ink, appearing to read 'W. Matson', with a long horizontal line extending to the right.

**WILLIAM G. MATSON
ACTING CITY CLERK**

A handwritten signature in black ink, appearing to read 'V. Kerrio', with a stylized, looped design.

**VINCE KERRIO
ACTING MAYOR**



The Corporation of the Township of
NORTH STORMONT
RESOLUTION

Date: June 26, 2018

Resolution No. RES-1437-2018

MOVED BY:

Deputy Mayor Bill McGimpsey ☐
Councillor Jim Wert ☐
Councillor François Landry ☒
Councillor Randy Douglas ☐

SECONDED BY:

Deputy Mayor Bill McGimpsey ☐
Councillor Jim Wert ☐
Councillor François Landry ☐
Councillor Randy Douglas ☒


WHEREAS Ontario's Green Energy Act clearly outlines the commitment the Province has to Green Energy; and

WHEREAS Municipal governments have been removed from having any meaningful input in these Green Energy projects; and

WHEREAS Legal agreements between Municipalities and Green Energy companies cannot guarantee the future safeguards needed to protect lower tier governments from financial exposure if Green Energy companies forfeit their responsibilities; and

WHEREAS the magnitude of some of these projects would financially cripple a municipal government if they inherited restoration or repair costs;

THEREFORE be it resolved that the Province of Ontario extend its areas of responsibility to include any costs that Municipalities may have to inherit from Green Energy projects. Such as water quality, site restoration, infrastructure repair;

AND that this resolution be circulated to Premier Doug Ford, Ministry of Energy Minister 
~~Glenn Thibeault~~, MPP Jim McDonnell, United Counties of SDG, AMO and all the municipalities of Ontario.

FOR

AGAINST

Recorded Vote:

CARRIED:


Mayor

DEFEATED:

Mayor

Declaration of Conflict of Interest:

- ☐ Disclosed His/Her/Their interest
☐ Vacated His/Her/Their Seat
☐ Deferred



CAO/CLERK

Veterans Voices of Canada

PO Box 255, Red Deer, Alberta, T4N 5E8

CRA# 819452699RR0001



Flags of Remembrance – Sponsorship Form 2018

Event Location: WINDSOR, ONTARIO

Sponsor Number: 40

Thank you for your sponsorship & support – the details you provide below will be engraved on a "honour plaque" and attached to 1 of the 128 Canada Flags that form part of the Flags of Remembrance event in your area.

Your plaque can either be "In Tribute" to a serving member of the armed forces (or RCMP) or "In Remembrance" of a current or deceased military veteran (or member of RCMP).

A generic plaque is permitted, eg; "In Remembrance of All Veterans of The Somme 1916", but please discuss this with your Branch Co-ordinator in the first instance.

Plaques are available on a first come, first served basis.

The cost per plaque is a minimum donation of \$200.00. Payment must be made when submitting this form. Please note that the deadline for submitting this form is August 19th, 2018.

If you require further information, please contact either your;

- Local VVOC Branch Co-ordinator / Volunteer: Terri Davis-Fitzpatrick (tdfvetvoice@gmail.com)
- or via email request to: info@vetvoicecan.org

Honour Plaque details (please print clearly)

Rank		
Name		
Decorations		
Branch of service		
Regiment / Unit / Sqn / Ship		
Theatre of service		
Dates of service	From:	To:
Killed In Action	KIA date:	
Plaque sponsored by		

Please tick (required) ✓

"In Tribute to" ☐

or

"In Remembrance of" ☐

Please tick (optional) ✓

Killed in Action ☐

Missing in Action ☐

Wounded in Action ☐

Prisoner of War ☐

Sponsor contact details (this must be completed in case we need to contact you)

Name of sponsor	
Contact telephone number	
Email address	
Mailing address	
Plaque recipient (if different to sponsor) name:	
Email address & contact telephone number	

The flag that flew at the site is the flag that will be presented with the Honour Plaque.

Canada Flag & Plaque to be presented at: closing ceremony ☐ or; delivered (add \$25 shipping) ☐

Donation amount \$ _____ Payment: ☐ Cash or ☐ Cheque

Cheques payable to: *Veterans Voices of Canada*. A \$125.00 Tax receipt, if required: ☐

Please write your Sponsor Number in the memo line on your cheque.

Please submit this completed form and payment to the VVOC Branch Co-ordinator or Volunteer.

Alternatively, this form may be mailed to the address given above at the top of the form – please remember to include your cheque payment when mailing the form and indicate the location.

PLEASE SIGN & DATE THIS FORM - THANK YOU DATE / /



Veterans Voices of Canada, Flags of Remembrance Ceremony

www.vetvoicecan.org

When: Saturday, September 22nd, 2018 beginning at 1:30 p.m.

Where: Assumption Park, Windsor, ON.

What: The Second Flags of Remembrance Ceremony in Windsor will take place on Windsor's waterfront.

Flags of Remembrance Coordinator Terri Davis-Fitzpatrick invites everyone to witness the dramatic unfurling of 128 Canadian Flags. 128 Flags will be simultaneously unfurled in 7 communities across Canada to represent the 128,000 injured and killed in the service to Canada in our Canadian Forces, Police, and Fire Services since the beginning of the 20th century.

For more information contact

Terri Davis-Fitzpatrick
Res: (519) 945-2867
tdfvetvoice@gmail.com

OR

S. Michael Beale
Res: (519) 735-4633
mbeale1@cogeco.ca

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 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*

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 9th Concession Road Drain;

AND WHEREAS the report dated April 6th, 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

(Bridge for Neufeld and Kottoor Investments Inc.)

TOWN OF KINGSVILLE

2. ONTARIO LANDS:

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
King's Highway No. 3			50.89	20.594	Ministry of Transportation	\$ -	\$ 5,394.00	\$ -	\$ 5,394.00
Total on Ontario Lands.....						\$ -	\$ 5,394.00	\$ -	\$ 5,394.00

3. MUNICIPAL LANDS:

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
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
Total on Municipal Lands.....						\$ -	\$ 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	Hectares 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

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		Value of		Special Benefit	TOTAL	
						Benefit	\$	Benefit	\$		VALUE	VALUE
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 & Marilyn 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

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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		Value of Special Benefit	TOTAL VALUE
						Benefit	Outlet		
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 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

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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		Value of		Value of Special Benefit	TOTAL VALUE
							Benefit	Benefit	Outlet		
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 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 Henricks	\$	-	\$	154.00	\$	154.00

RE/2016D015

Rood Engineering Inc.

9th Concession Road Drain
Town of Kingsville

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		Value of		Value of Special Benefit	TOTAL VALUE
						Benefit		Outlet			
580-05650	STR	276	0.46	0.186	George & Mary Poirier	\$ -		\$ 33.00		\$ -	\$ 33.00
580-05701	STR	276	0.52	0.210	Robert Sylvestre	\$ -		\$ 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		Value of		Value of Special Benefit	TOTAL VALUE
						Benefit		Outlet			
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	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	Josylne Jobin & Michael Rizza	\$ -		\$ 178.00		\$ -	\$ 178.00

9th Concession Road Drain
Town of Kingsville

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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		Value of		Value of Special Benefit	TOTAL	
						Benefit	Benefit	Outlet	Benefit		VALUE	VALUE
530-02300	8	3	24.21	9.798	Christopher & Suzette Brimmer	\$ -	\$ -	\$ 467.00	\$ -	\$ -	\$ 467.00	\$ 467.00
530-02370	8	4	25.83	10.452	Christopher & Suzette Brimmer	\$ -	\$ -	\$ 498.00	\$ -	\$ -	\$ 498.00	\$ 498.00
530-02400	8	4	52.04	21.060	Carol McKeegan & Charles McLean	\$ -	\$ -	\$ 1,003.00	\$ -	\$ -	\$ 1,003.00	\$ 1,003.00
530-02501	8	5	10.56	4.274	Hendrick Algra	\$ -	\$ -	\$ 204.00	\$ -	\$ -	\$ 204.00	\$ 204.00
570-00700	STR	275	77.24	31.259	2396323 Ontario Inc.	\$ -	\$ -	\$ 1,489.00	\$ -	\$ -	\$ 1,489.00	\$ 1,489.00
570-02002	STR	275	99.73	40.360	Steckle Farms Limited	\$ -	\$ -	\$ 1,923.00	\$ -	\$ -	\$ 1,923.00	\$ 1,923.00
580-00100	STR	276	50.00	20.234	Eddy & Linda Manzocco	\$ -	\$ -	\$ 964.00	\$ -	\$ -	\$ 964.00	\$ 964.00
580-00200	STR	277	81.00	32.780	Steckle Farms Limited	\$ -	\$ -	\$ 1,562.00	\$ -	\$ -	\$ 1,562.00	\$ 1,562.00
580-00300	STR	277	35.66	14.431	James & Victoria Seagull	\$ -	\$ -	\$ 688.00	\$ -	\$ -	\$ 688.00	\$ 688.00
580-00400	STR	278	49.38	19.983	Bardow Holdings Limited	\$ -	\$ -	\$ 952.00	\$ -	\$ -	\$ 952.00	\$ 952.00
580-00460	STR	278	46.97	19.008	Nadine & Lazlo Copf	\$ -	\$ -	\$ 906.00	\$ -	\$ -	\$ 906.00	\$ 906.00
580-03900	STR	278	13.00	5.261	Krista & Christopher Konrad	\$ -	\$ -	\$ 251.00	\$ -	\$ -	\$ 251.00	\$ 251.00
580-04000	STR	278	30.18	12.213	Daryn & Connie Dent	\$ -	\$ -	\$ 582.00	\$ -	\$ -	\$ 582.00	\$ 582.00
580-04201	STR	277	34.33	13.893	Antioch Christian Ministries	\$ -	\$ -	\$ 662.00	\$ -	\$ -	\$ 662.00	\$ 662.00
580-05200	STR	277	16.70	6.758	Laslo & Maria Svoreny	\$ -	\$ -	\$ 322.00	\$ -	\$ -	\$ 322.00	\$ 322.00
580-05800	STR	276	18.97	7.677	Peter & Monique Quinlan	\$ -	\$ -	\$ 366.00	\$ -	\$ -	\$ 366.00	\$ 366.00
580-06100	STR	276	20.25	8.195	John & Marie Palmer	\$ -	\$ -	\$ 390.00	\$ -	\$ -	\$ 390.00	\$ 390.00
580-06600	STR	276	84.73	34.290	Janet & Edwin Miller	\$ -	\$ -	\$ 1,634.00	\$ -	\$ -	\$ 1,634.00	\$ 1,634.00
Total on Privately Owned - Agricultural Lands (grantable).....						\$ 13,713.00	\$ 13,713.00	\$ 17,954.00	\$ -	\$ -	\$ 31,667.00	\$ 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	\$ 492.00
580-04500	STR	277	19.41	7.855	Adil Mohammad	\$ -	\$ -	\$ 374.00	\$ -	\$ -	\$ 374.00	\$ 374.00
580-05500	STR	276	11.33	4.585	Stanley & Maybelle Minnett	\$ -	\$ -	\$ 218.00	\$ -	\$ -	\$ 218.00	\$ 218.00

RE12016D015

Rood Engineering Inc.

9th Concession Road Drain
Town of Kingsville

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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		Value of		Value of		TOTAL
						Benefit		Outlet		Special Benefit		VALUE
580-05700	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						\$ 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 9th 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 28th 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 67- 2018

Being a By-law to establish rules and regulations to be used in connection with all cemeteries owned and operated by The Corporation of the Town of Kingsville

WHEREAS section 10 of the *Municipal Act, 2001* S.O. 2001 c. 25 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public and may pass by-laws respecting such service.

AND WHEREAS The Corporation of the Town of Kingsville (the “Town”) is the owner and operator of certain cemeteries within the boundaries of the Town, which cemeteries are listed in Schedule “A” attached hereto and forming part of this By-law, the locations of which cemeteries are more specifically indicated on a map attached hereto as Schedule “B” and forming part of this By-law.

AND WHEREAS section 150 of Regulation 30/11 (the “*Regulations*”) made under the *Funeral, Burial and Cremation Services Act, 2002* S.O. 2002, c. 33 (the “*Act*”) provides that a cemetery operator may make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights.

AND WHEREAS section 151(1) of the Regulations provides that no cemetery by-law is effective until the cemetery operator has filed it with the registrar appointed under section 3 of the Act (the “Registrar”) in an approved form and manner; provided notice of the filing in accordance with subsection 151(3) of the Regulations; and the Registrar has approved it.

AND WHEREAS it is expedient to repeal By-law 90-2012, being a by-law to establish rules and regulations to be used in connection with all cemeteries owned by the Town.

THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

Definitions

1. For the purpose of this By-law, the following further definitions are applicable:
 - a) “Care and Maintenance Fund” means a percentage of the purchase price of all interment rights and set amounts for marker and monument installations as a requirement under the *Funeral, Burial and Cremation Services Act, 2002*
 - b) “Cemetery” means any one of the cemeteries owned and operated by the Town and listed in Schedule “A” herein and “Cemeteries” shall have a corresponding meaning;
 - c) “Contract” means a contract complying with the provisions of section 40 of the *Act*;
 - d) “Fee” means the corresponding fee charged for a service pursuant to the Town’s Fees and Charges By-law, as amended from time to time, and as set out in a price list as required by section 33 of the *Act*;

e) Holiday” means:

New Year’s Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	December 24
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and the day designated by the Town to observe the above listed holidays

- f) “Inter” means the burial of human remains and includes the placing of human remains in a Lot and “Interred” and “Interment” shall have corresponding meanings;
- g) “Interment Rights” includes the right to require or direct the Interment of human remains in a Lot;
- h) “Lot” means an area of land in a Cemetery being approximately 3’4” x 8’ containing, or set aside to contain, Interred human remains;
- i) “Manager” means the person assigned by the Town from time to time to manage the Cemeteries or his or her designate;
- j) “Marker” means any permanent memorial set flush with the surface of the ground and used to mark the location of a Lot;
- k) “Monument” means any permanent memorial projecting above the ground level and used to mark the location of a Lot;
- l) “Open Hours” means between 8:00 a.m. and 8:00 p.m.;
- m) “Plot” means two (2) or more Lots in respect of which the Interment Rights have been sold as a unit;
- n) “Rights Holder” means the person who holds the Interment Rights with respect to a Lot; and
- o) “Town” means The Corporation of the Town of Kingsville

Regulations for Interments and Disinterment’s

Generally

- 2. A Rights Holder, or his or her authorized representative, shall provide at least forty-eight (48) hours notice (excluding Sundays and holidays) of a proposed date and time of Interment in writing to the Manager.
- 3. No Interment or Disinterment will be performed on any Sunday or Statutory Holiday unless authorized by the Manager of Public Works or if the Town is ordered to do so by a representative of the Ministry of Health.
- 4. No Lot shall be opened for Interment or Disinterment by a person not in the employ of; acting as agent of; or under the express direction of the Town.
- 5. The Town assumes no responsibility or liability for loss or damage to any person or property during Interment or Disinterment.

Requirements Prior to Interment

6. In addition to any other requirement under the *Act* and the Regulations and any other legislation that may be in force from time to time, the following shall be received by the Town prior to an Interment in a Cemetery:
 - a. a Contract for the Interment;
 - b. if the remains to be Interred are not those of a Rights Holder, the written consent of all Rights Holders, or their authorized representatives, to such Interment; and
 - c. payment in full of the Fee for the Interment

Requirements Prior to Disinterment

7. In addition to any other requirement under the *Act* and the Regulations and any other legislation that may be in force from time to time, the following shall be received by the Town prior to a Disinterment in a Cemetery:
 - a. a Contract for the Disinterment; and
 - b. payment in full of the Fee for the Disinterment

Interments

8. The following may be Interred in one (1) Lot:
 - a. not more than four (4) cremated remains; or
 - b. one (1) non-cremated remains; and
 - i. one (1) 12"x24" container containing infant remains to be Interred at the head of the Lot, provided space is available; or
 - ii. not more than two (2) cremated remains
9. Remains to be Interred in a Lot shall be enclosed in a container which container shall be:
 - a. sealed securely;
 - b. of sufficient strength to permit Interment with the container remaining intact; and
 - c. of a size to permit Interment within the Lot

Notice of Resale and Transfer of Interment Rights

10. The Town prohibits the resale of Interment Rights to a third party and will repurchase these rights at the price set out in the Town's Fees and Charges By-law, as may be amended from time to time, less any care and maintenance contribution amount previously paid. The Town is not required to repurchase unused Interment Rights in a plot if one of the Interment Rights in the plot has been exercised.
11. The Town permits the Interment Rights holder to transfer their Interment Rights to a third party, at the current price set out in the Cemetery Service Price List, so long as the transfer is conducted through the Town.

Regulations for Markers and Monuments

Generally

12. Subject to sections 22 and 23, one (1) Marker or one (1) Monument that otherwise complies with the regulations contained in this By-law may be installed on a Lot or Plot.
13. No person shall erect, install, move, alter or remove or cause to be erected, installed, moved, altered or removed, a Marker or Monument in a Cemetery without written authorization from the Manager.

14. No person shall deliver to a Cemetery or cause to be delivered to a Cemetery a Marker or Monument without written authorization from the Manager and unless the foundation is prepared and the marker and Monument is to be immediately installed.
15. Every person who wishes to deliver to a Cemetery or, erect, install, place, move, alter or remove a Marker or Monument in a Cemetery shall provide such information in connection with the Marker or Monument and the erection, installation, placement, movement, alteration or removal of the Marker or Monument as the Manager may require.
16. Vases permanently attached to a Marker or Monument shall be:
 - a. constructed of bronze;
 - b. of sufficient strength to protect the vase in an inverted position; and
 - c. attached to the Marker or Monument with a chain long enough to invert, and the Town shall assume no responsibility nor liability for the loss or damage to vases attached to any Marker or Monument.
17. Despite anything else in this By-law, no Marker, Monument or Foundation shall extend over the side of any Lot or Plot.

Requirements Prior to Installation

18. In addition to any other provisions of this By-law, the following shall be received by the Town prior to the installation of a Marker or Monument:
 - a. Written authorization for the installation of the Monument or Marker from all Rights Holders or the authorized representatives of the Rights Holders; and
 - b. Payment in full of the Fee for the Marker or Monument Care and Maintenance

Markers

19. When measuring a Marker, depth shall refer to the distance from front to back and width shall refer to the distance from left to right.
20. A Marker shall:
 - a. be flat;
 - b. be constructed of marble, granite or bronze;
 - c. be set level with the ground so that a lawnmower may pass safely over the Marker;
 - d. not have any inscription which is not in keeping with the dignity and decorum of the Cemeteries;
 - e. be a minimum thickness of 4"
 - f. be a minimum size of 10" in depth x 20" in width
 - g. be a maximum size of:
 - i. 16" in depth x 30" in width if placed on a Lot; or
 - ii. 18" in depth x 42" in width if placed on a Plot
 - h. be placed such that the Marker does not interfere with future Interments
21. If the Marker has a skirt, such skirt shall be no more than 2" greater than the size of the Marker

Monuments

22. Notwithstanding any other provision of this By-law, Monuments are prohibited in the following Cemeteries:
 - a. Sections A, B, C, D and E of the Greenhill Cemetery; and
 - b. Graceland Expanded Cemetery
23. When measuring a Monument or its base, height shall refer to the distance from top to bottom; width shall refer to the distance from left to right; and depth shall refer to the distance from front to back.

24. A Monument shall:

- a. not have any inscription which is not in keeping with the dignity and decorum of the Cemeteries;
- b. be a maximum size of:
 - i. 24" in height x 24" in width if placed on a Lot; or
 - ii. 30" in height x 48" in width if placed on a Plot;
- c. if it includes a base, have a base a maximum size of:
 - i. 8" in height x 32" in width if placed on a Lot; or
 - ii. 8" in height x 60" in width if placed on a Plot;
- d. have only a family name on its back;
- e. not be placed "back-to-back" against another Monument; and
- f. be placed at the centre of the head of the Lot or Plot, unless otherwise authorized or directed by the Manager.

Supplementary Markers

25. Supplementary Markers may be installed on a Lot or Plot in accordance with section 18.

26. Supplementary Markers shall be a maximum size of 16" in depth and 24" in width and the maximum number to be installed shall be one (1) if on a Lot and two (2) if on a Plot and such Supplementary Marker shall be installed as follows:

- a. flush to and centered under a Marker; or
- b. at the opposite end of and centered under a Monument, and if two (2) Supplementary Markers are installed in accordance with this By-law, such shall be installed one beside the other

Legion Stones and Supplementary Vase Stone

27. War Memorial markers placed on veteran graves by the Royal Canadian Legion will be permitted to remain as a permanent marker, in addition to other markers and monuments allowed. Only markers consistent with those approved by Veterans Affairs Canada are permitted.

Foundations

28. Every Monument shall have a foundation.

29. A Foundation shall:

- a. be constructed between March 31 and November 14;
- b. have a surface area that is flush with the surrounding ground level;
- c. provide a level surface free of defects;
- d. be cured for a minimum of forty-eight (48) hours before the installation of the Monument; and
- e. have a skirt no more than two (2) inches greater than the size of the Monument base

Removal by Manager

30. The Manager, in his or her sole discretion, may remove from a Cemetery, Lot or Plot any Marker or Monument that does not comply with the regulations in this By-law.

Maintenance

31. The Town shall be responsible for the general care and maintenance of the Markers and Monuments once installed on a Lot or Plot in accordance with the regulations in this By-law.

32. Notwithstanding any other provisions of this By-law, if any Marker or Monument is found to pose a hazard or risk to public safety, the Town may remove such risk or hazard.

33. Any person who finds a Marker or Monument in need of care or maintenance shall notify the Town.
34. The Town assumes no responsibility nor liability for the proper installation of any Marker or Monument, nor for any loss or damage to any Marker or Monument resulting from normal wear and tear, including, but not limited to, minor scraping of the base of Monuments due to turf mowing operations.

Regulations for Cemeteries, Lots and Plots

General Care and Maintenance

35. The Town shall be responsible for the general care and maintenance of the Cemeteries, Lots and Plots.

Lots and Plots

36. No person may alter any Lot or Plot in any manner whatsoever, including, but not limited to the changing of the grade, the addition of sod, grass seed, or loose stone, the addition of flower beds, trees, shrubbery or plants, the construction of curbing, coping, fencing or walkways of any kind.
37. No person shall place, leave, install or erect any article, item, memorial, structure, object or thing of any kind whatsoever in a Cemetery or upon any Lot or Plot unless otherwise permitted by this By-law.
38. Subject to section 41, the following articles are permitted to be left upon a Lot or Plot by any person:
- a. fresh and artificial flowers;
 - b. between November 1 and March 31 each year, Christmas wreaths and blankets or artificial wreaths without glass or plastic covers, provided the same are securely fastened to a Monument, or where there is no Monument, mounted on a stand of a least thirty (30) inches high and securely anchored to the ground; and
 - c. between April 1 and October 31 each year, plastic vases, plastic flower pots, potted plants and shepherd's hooks on top of the ground, but not buried, and placed as close to a Monument or Marker base as practical

Maintenance

39. Any person who leaves any article permitted by this By-law on a Lot or Plot shall care for and maintain the article while it is left on the Lot or Plot and shall remove the article when the article is no longer permitted under this By-law.
40. Except as otherwise indicated in the Act, the Regulations and this By-law, the Town is not responsible to maintain, nor is the Town liable for loss or damage to any articles left in the Cemeteries or upon any Lot or Plot.

Removal by Manager

41. The Manager, in his or her sole discretion, may remove from the Cemetery, Lot or Plot:
- a. anything that is not authorized under this By-law;
 - b. any article if that article may not be left on a Lot or Plot after a certain date if that date has passed;
 - c. any article that is not cared for or maintained, including, but not limited to dead plants or flowers and pots or urns not filled with plants or flowers;
 - d. any trees or shrubs situated in any Lot or Plot that have become, by means of their roots or branches or in any other way detrimental to the adjacent Lot, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public;
- and

- e. any article, such as nails, wires, glass, or pottery, which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or does not conform with the natural beauty or design of the Cemetery.

Rules for Contractors

42. In section 43, “Contractor” shall mean any person undertaking work in the Cemeteries who is not an employee of the Town, whether party to a contract with the Town or not.

43. Contractors shall:

- a. Respect the integrity and decorum of the Cemeteries;
- b. Cease work, if in the immediate vicinity of a funeral, until the conclusion of the funeral service;
- c. Indemnify and hold harmless the Town, its directors, officers, employees, agents and elected officials, from and against all claims, losses, suits, judgements, legal expenses and for any and all liability for damages to property and injury to persons, including death, which the Town may incur or suffer directly or indirectly as a result of or arising out of or in relation to the Contractor’s work within the Cemeteries;
- d. at his own expense, take out and maintain, general liability insurance of not less than two million dollars (\$2,000,000.00) and such policy shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000.00) and shall contain a provision for cross liability or severability of interest and non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles and provide proof of such insurance as required by the Town;
- e. comply with all applicable laws, regulations, orders, by-laws, and requirements of governmental or other public authorities having jurisdiction at any time, including, but not limited to, the following:
 - i. *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, including the Town’s Violence and Harassment in the Workplace Policy and Program, which shall be in place from time to time;
 - ii. *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c.16, Schedule A; and
 - iii. *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c.11, including the Town’s Accessible Customer Service Standards Policy, which shall be in place from time to time

and, upon request, provide proof of such compliance in the prescribed form or in any other form as required by the Town;

- f. undertake all work during Open Hours, unless under special written permission of the Manager;
- g. undertake no work on a Saturday that cannot be finished on that day;
- h. undertake no work on a Sunday absent written permission or direction from the Manager of Public works;
- i. not remove any marker or monument without written permission of the Manager
- j. not transport heavy loads in the Cemeteries when, in the opinion of the Manager, driveways or any other areas are in an unfit condition;
- k. lay planks on Lots and areas over which materials are to be moved;
- l. restore or replace any surface damaged by any work undertaken;
- m. not park on the grassy areas of the Cemeteries unless directed to do so by the Manager;
- n. place all implements and materials used in the performance of any work in accordance with the direction of the Manager; and
- o. remove all rubbish and surplus earth, refuse, litter and debris in such manner as the Manager directs

Rules for Visitors

44. Funeral corteges within Cemeteries shall follow the route as may be directed by the Manager, when required.
45. All persons visiting the Cemeteries shall:
- a. attend during Open Hours;
 - b. respect the integrity and decorum of the Cemeteries and not engage in any noisemaking, picnicking nor improper conduct;
 - c. not walk on any Marker nor sit, lean nor climb on any Monument;
 - d. not drive vehicles within the Cemeteries at a speed of more than ten (10) kilometres per hour, or elsewhere than upon the roadways provided for vehicles
 - e. not park on the grassy areas unless directed to do so by the Manager;
 - f. not drive any all-terrain vehicle or snowmobiles in the Cemeteries;
 - g. not discharge any firearm unless in accordance with the provisions of any by-law of the Town that may be in effect from time to time regulating the discharge of firearms
 - h. not bring any dogs or animals into the Cemeteries, except service animals;
 - i. not bring alcohol
 - j. remove all rubbish, refuse, litter and debris from the Cemeteries or place the same in designated receptacles; and
 - k. be responsible for any damage to the Cemeteries caused by any failure to comply with the rules set out in these By-laws

General

46. Calculation of time periods within this By-law shall exclude the day on which the first event happens and include the day on which the second event happens and such calculation shall not include Saturdays, Sundays and Holidays.
47. This By-law shall come into effect upon approval by the Registrar.
48. By-law 90-2012 and any amendments thereto are hereby revoked.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 13th day of August, 2018.

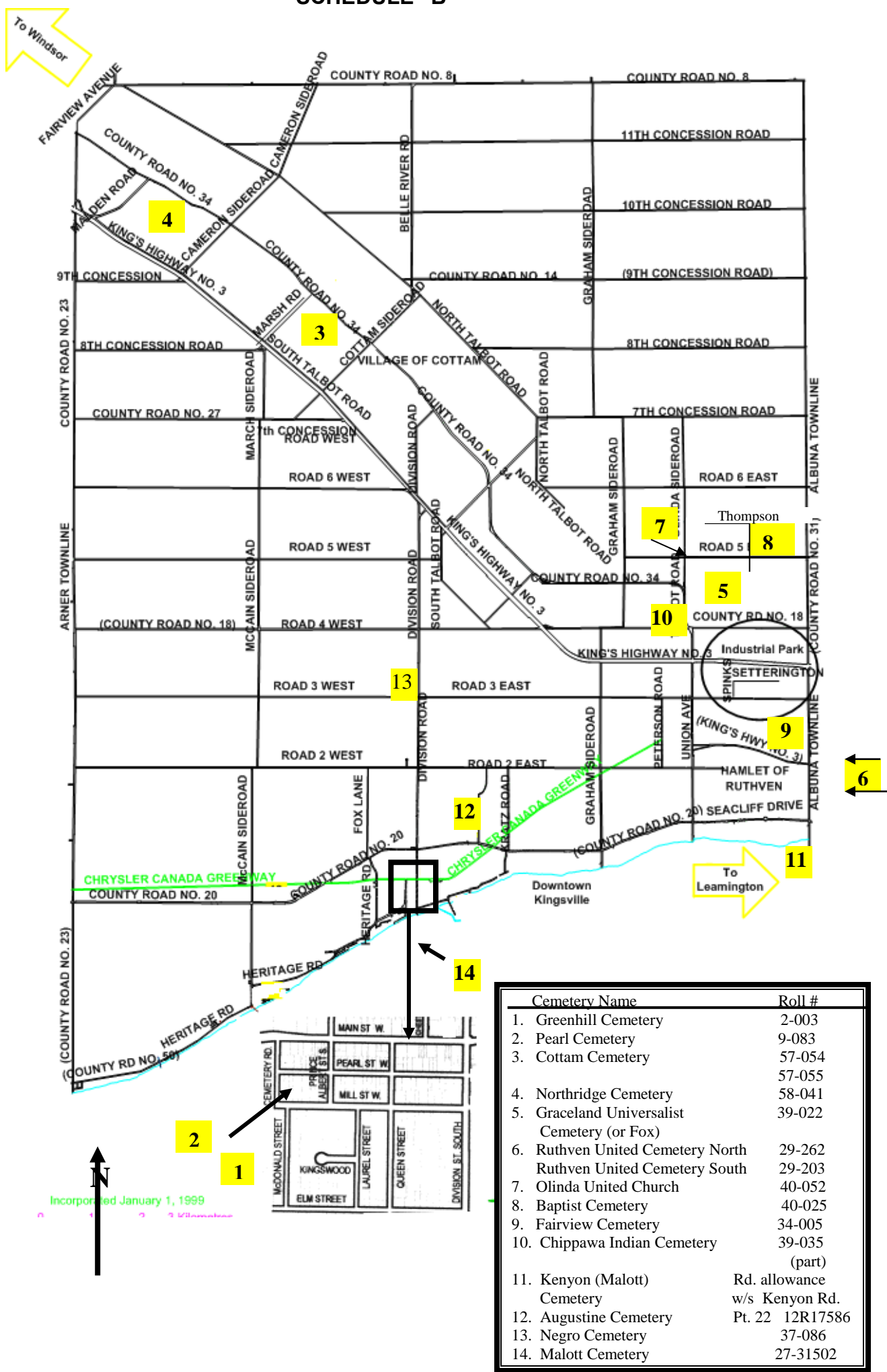
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

SCHEDULE "A"

Cemetery Name	Location	Description	Status	Roll No.
Augustine	Farm Lot, Road 2 East	Lot: 1 Conc. 1 Pt. 3 12R15587	Inactive	None
Greenhill	Mill Street West	Lot: 4 Conc. 1	Active	020-00300
Pearl Street	Pearl Street West	Lot: 2 Conc. 1 WD	Inactive	090-08300
Cottam Cemetery	s/s County Road 34	Lot: 271 Conc. STR Part 1 Plan 12R12365	Active-Anglic. Active-Other	570-05400 570-05500
Northridge	South Talbot Road	Lots: 277, 278 Conc. STR Part 1 12R15809	Active	580-04100
Baptist	e/s Thompson Crescent	Lot: 21 Conc. 5 E.D.	Active	400-02500
Chippawa Indian	Farm Lot, Road 4 East	s/e corner Lot: 20 Conc. 4 E.D.	Inactive	390-03500
Fairview	n/s Road 3 East	Lot: 11 Conc. 3 E.D.	Active	340-00500
Graceland Universalist (or Fox) + Expansion	Road 5 East at Olinda Sideroad	Lot: 21 Conc. 4 E.D Part of Part 1 12R6602.	Active	390-02100
Kenyon (Malott)	Farm Lot 12, w/s Kenyon Point Rd.	Lot: Farm Lt. 12 Kenyon Point Road	Inactive	Road Allowance
Negro	Division Road	s/w corner Lot: M Conc 3 W.D.	Inactive	370-08600
Malott	Heritage Road	Lot: 4 Conc. 1 W.D. Parts 1 to 3 12R5593	Inactive	270-31502
Olinda United Church	w/s Olinda Sideroad	Lot: 20 Conc. 5 E.D. Part 1 12R11510	Active	400-05200
Ruthven United Church (north) (south)	n/s Hwy. 3 at Albuna Townline s/s Hwy. 3 at Albuna Townline	Lot: 13 Conc. 2 E.D. Lot: 13 Conc. 2 E.D.	Active Active	290-26200 290-20300

SCHEDULE "B"



THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 88 - 2018

Being a By-law authorizing the entering into of an Agreement with Sam's Shell & Used Cars o/a Sam's Service Facility for certain Fleet Maintenance Services

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 an Agreement with Sam's Shell & Used Cars o/a Sam's Service Facility for certain Fleet Maintenance Services.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Town enters into and executes with Sam's Shell & Used Cars o/a Sam's Service Facility an Agreement for certain Fleet Maintenance Services 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 13th DAY OF AUGUST, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THIS AGREEMENT made in duplicate the ____ day of _____, 2018.

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter the "Town")

-and-

ANTHONY TANNOUS AND SAM TANNOUS o/a SAM'S SHELL & USED CARS

(hereinafter the "Contractor")

WHEREAS the Contractor and the Town agree that the Contractor shall provide to the Town certain Fleet Maintenance Services;

AND WHEREAS the Contractor submitted a Proposal to the Town in response to the Request for Proposals that was posted on the Town's electronic bidding site;

IN CONSIDERATION of the mutual covenants herein and for such good and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

Term

1. The term of this Agreement shall be three (3) years commencing on the 1st day of May, 2018 and ending on the 30th day of April, 2021.
2. At the sole discretion of the Town and upon written notice to the Contractor, this Agreement may be extended for a period of no two (2) years. The total duration of this Agreement, including the exercise of any option under this provision, shall not exceed five (5) years.
3. This Agreement may be terminated in accordance with section(s) 19-21.

Covenants and Services of the Contractor

4. The Contractor agrees to provide to the Town Fleet Maintenance Services (the "Fleet Services"), on an as needed basis, as outlined in Appendix "A".
5. The Contractor shall:
 - a. Furnish all necessary machinery, tools, apparatus, equipment, facilities ("Equipment") and labour necessary to provide the Fleet Services and maintain said Equipment in a good mechanical condition;

- b. Ensure that all Fleet Services provided under this Agreement are provided by persons licensed to provide such service and are performed in a good and workmanlike manner;
 - c. Coordinate the Fleet Services so that it minimizes the disruption to the Town's business operations and provide the Town with priority service for vehicles that require unanticipated/unplanned service (i.e. no appointment) under this Agreement;
 - d. Ensure that all employees are properly trained in appropriate safety measures while providing the Fleet Services;
 - e. Abide by all by-laws, laws, regulations, orders and ordinances of any federal, provincial, and municipal authorities and public bodies having jurisdiction; and
6. The Contractor represents and warrants that:
- a. It has the requisite permits, qualifications, and approvals, of whatever nature, which are legally required for the Contractor to provide the Fleet Services under this Agreement and that it shall maintain and keep in effect during the term of this Agreement, at its sole cost and expense, any licences, permits, and approvals which are required for the Contractor to perform the services under this Agreement.
 - b. All Equipment utilized complies with current codes, practice standards, regulations, and statutes including, but not limited to, the:
 - i. Provincial Commercial Vehicle Inspection Facility; and
 - ii. Red Seal Endorsement or equivalent on the certificate of qualifications from a Canadian Government Agency.
 - c. All Fleet Services shall be guaranteed for a period of ninety (90) days, from the date the Fleet Services were completed, against any defects arising from faulty installation, parts, or workmanship.

Covenants of the Town

- 7. The Town agrees to compensate the Contractor in accordance with the rates as outlined in Appendix "B", which rates are not subject to increase during the term of this Agreement and any option to renew in accordance with paragraph 2 of this Agreement. Payments to the Contractor shall be made within sixty (60) days after receipt by the Town of the Contractor's itemized invoice.

8. Notwithstanding any payments made under section 7 of this Agreement, the Town has the right to perform an audit of the Contractor's relevant records pertaining to any charges for which the Town is invoiced.

Records and Information

9. The Contractor agrees to maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years from the date of termination of this Agreement. The Town shall have the right to request copies of the records.
10. Requests for records shall be made by providing written notice to the Contractor. Upon receipt of written notice, the Contractor shall furnish the requested records to the Town within one week of receipt of the written request.

Workplace Safety and Insurance

11. The Contractor shall provide a certificate of good standing from the Workplace Safety and Insurance Board upon execution of this Agreement.

Accessibility for Ontarians with Disabilities Act

12. The Contractor shall ensure that persons in its organization who are required to receive training as required by the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, as amended, and the associated regulations have received such training or will receive such training prior to commencement of work under this Agreement. The Town may require such persons to successfully complete an assessment of their knowledge of provision of goods and services to persons with disabilities prior to commencement of work for the Town.

Occupational Health and Safety

13. The Contractor shall comply with the Town's policies regarding human rights, harassment in the workplace and shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended.

Indemnity and Insurance

14. The Contractor agrees to indemnify and save the Town, its employees, officers, or agents harmless in respect of all charges, costs, expenses, suits, demands, and claims whatsoever arising in connection with the provision of services contemplated by this Agreement and the activities of employees and contractors of the Contractor, save and except for any demands, expenses, actions, causes of action, losses, liability and injury arising from the Town's negligence of those for whom the Town is responsible for in law.

15. The Contractor shall forthwith furnish to the Town a satisfactory Certificate of Insurance containing the information below, for the duration of this Agreement, and any renewal or extension of this Agreement:
 - a. \$2,000,000.00 (per occurrence) general liability insurance, which includes third party bodily injury and property damage;
 - b. \$2,000,000.00 automobile liability policy; and
 - c. Garage Liability Insurance of \$2,000,000.00 that includes third party liability for non-owned vehicles and legal liability for own damage to Town vehicles for losses arising from specified perils and collision.
16. The policies of insurance shall be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days' prior written notice to the Town.
17. The Certificate of Insurance shall name the Town as an additional insured.

Assignment

18. The Contractor shall not assign or transfer any right, duty, obligation or interest in this Agreement, nor the performance of any of the Contractor's obligations hereunder, without the prior written consent of the Manager of Public Works, or designate, at his sole discretion, and any attempt of the Contractor to so assign this Agreement or any right, duty or obligation hereunder shall be void and of no effect and a breach of this Agreement. Consent by the Town of any single assignment or transfer shall not constitute consent to any further assignment or transfer.

Termination

19. Either party may immediately termination this Agreement, without liability, cost or penalty, and without prejudice to any other rights or remedies under this Agreement if the other party:
 - a. Fails to cure a breach of its obligations under this Agreement or does not cease any conduct in violation of this Agreement within thirty (30) calendars days following written notice of such breach or violation from the other party; or
 - b. Ceases to carry on business, becomes or is declared insolvent or bankrupt, is subject to any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes a general assignment for the benefit of all or substantially all of its

creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations.

20. In the event of a recurring default, in which notice of the default was issued, and the breaching party does not satisfy the non-breaching party that such defaults will cease to occur, the non-breaching party shall be entitled to immediately terminate this Agreement upon the occurrence of such default, without liability, cost or penalty, and the breaching party shall not be permitted to cure such default.
21. This Agreement may be terminated by the Town, in its sole discretion, without liability, cost, or penalty, upon providing thirty (30) days written notice to the Contractor. The Contractor would be compensated for all work completed as at the date of termination, upon receipt by the Town of a final invoice itemizing all completed work.

Notice

22. Any notice required to be given under this Agreement shall be in writing and provided by way of:
 - a. Hand delivery, in which case notice shall be effective on the date of delivery; or
 - b. Regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

TO: THE CORPORATION OF THE TOWN OF KINGSVILLE
2021 Division Road North
Kingsville, ON N9Y 2Y9
Attention: Manager of Public Works

TO: SAM'S SHELL & USED CARS o/a SAM'S SERVICE FACILITY
84 Division Road North
Kingsville, ON
Attention: Anthony Tannous

Dispute Resolution

23. The Parties agree to make reasonable efforts to resolve any dispute, claim or controversy arising out of the matters covered by this Agreement, as outlined in Appendix "C".

General Provisions

24. The Contractor shall declare any relationship that would result in the disqualification of a member of the Council of the Town in accordance with the *Municipal Conflicts of Interest Act* or policy of the Town.
25. This Agreement and any documents referenced within this Agreement, contains the entire understand of the parties with regard to the subject matter contained herein. This Agreement will not be amended, restated, modified or supplemented except in writing executed by an authorized representative of each of the parties hereto.
26. Any term or provision of this Agreement may be waived, or the time of performance may be extended by the party entitled to benefit thereof. Any such waiver will be validly and sufficiency authorized for the purposes of its Agreement if authorized in writing by an authorized representative of such party. The failure of a party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision nor effect the validity of this Agreement or the right of any party thereafter to enforce each and every provision.
27. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
28. This Agreement does not and shall not be construed to create or to establish an employment relationship, partnership, agency, joint venture, or any other relationship between the parties hereto, nor constitute any party as an agent of the other.
29. Where the Contractor is required to comply with any requirement in law, the Town may require the Contractor to deliver proof of such compliance to the Town in a form satisfactory to the Town.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF, the Town and the Contractor have duly executed this Agreement.

**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

Nelson Santos, Mayor

Jennifer Astrologo, Clerk

We have authority to bind the Corporation

CONTRACTOR

Witness

Anthony Tannous

Witness

Sam Tannous

Appendix “A” Fleet Maintenance Services

Scope of Services

1. The Contractor shall provide Fleet Repair and Maintenance Services on an “as needed, when required” basis as well as coordinated preventative and scheduled services, which includes but is not limited to:
 - a. Pre and post collision inspection
 - i. Pre-inspection is the inspection of vehicle involved in an accident to determine the extent of damage prior to repair;
 - ii. Post-inspection is the inspection to determine the quality of the repair;
 - b. Diesel and gas powered engine service and repair;
 - c. Wiring and electrical/electric diagnosis and repairs performed at a highly technical level;
 - d. Emission testing and repair;
 - e. Supplemental Restraint System (SRS) diagnosis and repair;
 - f. Anti-lock Brake System (ABS) diagnosis and repair;
 - g. Air-conditioning servicing and repair;
 - h. Body Control Module (BCM) diagnosis and repair;
 - i. Upholstery repair;
 - j. Tire mounting, repair, high speed balancing and Tire Pressure Monitoring System (TPMS) diagnosis and repair;
 - k. Fabrication and welding, i.e. repairing as opposed to replacing anything that will remain structurally sound (i.e. exhaust systems, push bars, underbody panels, metal seat frames & sliders etc.);
 - l. Complete driveline serving and repair; differential, transmission and transfer case;
 - m. Steering and suspension repairs;
 - n. On-site service calls when required;
 - o. Occasional shuttle services; and
 - p. Delivery and pick-up vehicles, if required.

Equipment, Vehicle Storage and Supplies

2. The contractor is required to provide:
 - a. Secure indoor storage for vehicles left after hours;
 - b. A minimum of 2 equipped shop bays;
 - c. A computerized invoicing system with searchable history;
 - d. Access to all Original Equipment Manufacturer (OEM);
 - e. Up-to-date web based diagnostic repair information system (OEM & aftermarket);
 - f. Various types of vehicle lifting hoists with at least one heavy hoist of 14,000 lbs. or greater;

- g. Specialty equipment (i.e. welders, including Oxy Acetylene gas, Mig, Tig, Plasma cutter, various pullers, differential service tools, hydraulic press, engine crane, transmission jack, AC service equipment, current technology alignment equipment, etc.).

Appendix “B” Fee Schedule

SHOP RATES

Straight Time

Monday-Friday	7:00 AM – 6:00 PM	\$ 85.00
Saturday	7:00 AM – 2:00 PM	\$ 85.00

Overtime

Monday-Friday	6:00 PM – 7:00 AM	\$ 130.00
Saturday	after 2:00 PM	\$ 130.00

PARTS/MATERIALS

A 30% markup on all parts and materials

Appendix “C” Dispute Resolution

Negotiation

1. The parties will make reasonable efforts to negotiate a resolution of any dispute that may arise with respect to those matters covered by this Agreement. The parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

Mediation

2. If the parties cannot resolve their dispute, following the passage of thirty (30) days from the date the dispute arose, either party may provide written notice to the other party referring the matter to mediation (“Mediation Notice”).
3. Within ten (10) days of delivery of the Mediation Notice, the parties must appoint a mediator.
4. Within forty-five (45) days of the appointment of a mediator, the parties shall, with the assistance of the appointed mediator, hold a mediation in a good faith attempt to resolve the dispute that exists as between them.
5. Mediation shall be held in Kingsville, Ontario, or in such other jurisdiction as the parties may agree upon.
6. Each party shall bear its own costs of participation in the mediation.

Litigation

7. If, within ninety (90) days of the Mediation Notice, the dispute is not resolved, or if the appointed mediator advises that there is no reasonable prospect of the parties reaching a resolution, then either party may, without further notice, commence litigation.
8. Any litigation shall be in Windsor, Ontario.

RATING BY-LAW

Tile Drainage Act, R.S.O. 1990, c. T.8, s.8

THE CORPORATION OF THE Town of Kingsville

BY-LAW NUMBER 89-2018

A by-law imposing special annual drainage rates upon land in
respect of which money is borrowed under the *Tile Drainage Act*.

WHEREAS owners of land in the municipality have applied to the council under the *Tile Drainage Act* for loans for the purpose of constructing subsurface drainage works on such land;

AND WHEREAS the council has, upon their application, lent the owners the total sum of
\$47,300.00 to be repaid with interest by means of rates hereinafter imposed;

The council, pursuant to the *Tile Drainage Act*, enacts as follows:

1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates shall have priority lien status, and shall be levied and collected in the same manner as taxes.

First Reading 2018-Aug-13
yyyy/mm/dd

Second Reading 2018-Aug-13
yyyy/mm/dd

Provisionally adopted this 13 day of August, 2018

Nelson Santos
Name of Head of Council Signature

Jennifer Astrologo
Name of Clerk Signature

Third Reading 2018-Aug-13

Enacted this 13 day of August, 2018

Nelson Santos
Name of Head of Council Signature

Corporate Seal

Jennifer Astrologo
Name of Clerk Signature

I, Jennifer Astrologo, clerk of the Corporation of the Town
of Kingsville certify that the above by-law was duly passed by the council of
the Corporation and is a true copy thereof.

Corporate Seal

Jennifer Astrologo
Name of Clerk Signature

Property Owner Information*				Description of Land Parcel to Which the Repayment Charge Will be Levied						Proposed date of loan (YYYY-MM-DD)	Sum to be loaned \$	Annual rate to be imposed \$	
Ferris, Mark Ellwood	0	0		0		11		Cont: 5WD		2018-Sep-01	\$ 47,300.00	\$ 6,426.55	
-	-	-											
93 Road 6 W, RR 3			Cottam	ONT	Roll #:	3711	430	000	04600				
0	0	0		0	Lot:	Cont:							
-	-	-			Roll #:								
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-	-	-			Roll #:								
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0	0	0		0	Lot:	Cont:							
-	-	-			Roll #:								
					Lot:	Cont:							
* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided.Only the owner(s) of the property may apply for a loan.											TOTAL *	\$ 47,300.00	\$ 6,426.55

* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided. Only the owner(s) of the property may apply for a loan.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 90-2018

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. Schedule "A", Map 65 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as 169 Prince Albert Street North, Part of Lots 1 & 2, Concession 1, Western Division as shown on Schedule 'A' cross-hatched attached hereto from 'Residential Zone1 Urban – Holding (R1.1(h))' to 'Residential Zone 1 Urban (R1.1)'.
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 36 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
13th DAY OF August, 2018.**

MAYOR, Nelson Santos


CLERK, Jennifer Astrologo

Schedule A



169 Prince Albert St N
Part of Lots 1 & 2, Concession 1,
Western Division
3711 110 000 01200
ZBA/13/18

0 15 30 60 90 120 Meters

 Schedule "A", Map 65 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as 169 Prince Albert Street North, Part of Lots 1 & 2, Concession 1, Western Division as shown on Schedule 'A' cross-hatched attached hereto from 'Residential Zone1 Urban – Holding (R1.1(h))' to 'Residential Zone 1 Urban (R1.1)'.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 93 - 2018

Being a By-law authorizing the entering into of an Agreement with SLR Contracting Group Inc. respecting the replacement and improvement of the culvert across Road 10 within the Patterson Drain

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 an Agreement with SLR Contracting Group Inc. for the replacement and improvement to the culvert across Road 10 within the Patterson Drain.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Town enters into and executes with SLR Contracting Group Inc. an Agreement for the the replacement and improvement to the culvert across Road 10 within the Patterson Drain 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 13th DAY OF AUGUST, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

FORM OF AGREEMENT

T H I S A G R E E M E N T made in triplicate this

27th day of July A.D. 2018.

BETWEEN: The Corporation of the Town of Kingsville
(hereinafter called the "OWNER")

OF THE FIRST PART:

- and -

SLR Contracting Group Inc.
(hereinafter called the "CONTRACTOR")

OF THE SECOND PART.

WHEREAS the Tender of the CONTRACTOR respecting the Construction work, hereinafter referred to and described, was accepted by the OWNER on the _____ day of _____, 2018.

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with its Tender dated the 20th day of July 2018, and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by N.J. PERALTA ENGINEERING LTD., Consulting Engineers, all of which

Two Hundred Twenty Three Thousand Seven
Hundred x ~~100~~ (\$ 223,700.⁰⁰)
+ HST

3. The Contractor further covenants and agrees that it will at all times, indemnify and save harmless, the Owner, the Town of Kingsville, and N.J. PERALTA ENGINEERING LTD., along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents, or employees.

4. The Contractor further covenants and agrees to furnish, in accordance with the Contract Documents, a Performance Bond and Maintenance Bond in an amount equivalent to One Hundred Percent (100%) of the Tender Price, in such form and issued by such surety as may be approved by the Consulting Engineer and/or the Owner's Solicitor, guaranteeing the faithful performance of the said work in accordance with the terms of this agreement.

5. The Owner hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Owner will pay to the Contractor, the price set forth in its Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract referred to above.

6. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.


WITNESS AS TO SIGNATURE OF
CONTRACTOR


Contractor's Signature & Seal
"I have authority to Bind the Corporation"

SLR Contracting Group
Contractor's Name

6260 Westar Drive, Windsor
Contractor's Address

Mayor's Signature & Seal
"I have authority to Bind the
Corporation"

Clerk's Signature
"I have authority to Bind the
Corporation"

The Corporation of
the Town of Kingsville
Owner's Name

2021 Division Road North
Kingsville, Ontario N9Y
2Y9 Owner's Address

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 94 - 2018

Being a By-law authorizing the entering into of a Road Use Agreement with 2081967 Ontario Ltd. o/a Thermo Energy System Inc.

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 Road Use Agreement with 2081967 Ontario Ltd. o/a Thermo Energy System Inc.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Town enters into and executes with 2081967 Ontario Ltd. o/a Thermo Energy System Inc. a Road Use Agreement 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 13th DAY OF AUGUST, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

ROAD USE ENCROACHMENT AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of August 2018

B E T W E E N:

THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter referred to as the "Town")

OF THE FIRST PART

-AND-

2081967 ONTARIO LIMITED O/A

Thermo Energy Systems INC.
(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner has requested the Town, insofar as it may lawfully do so, to authorize it to construct, use and maintain a Private Electrical Service Line from its property in the Town under, over or across a Road Allowance or Municipal Infrastructure under the jurisdiction of the Town;

AND WHEREAS the Owner has agreed to indemnify and save harmless the Town from all losses, costs and damages by reason thereof;

NOW THEREFORE IN CONSIDERATION of the undertakings and agreement hereinafter expressed and upon the terms hereinafter set forth, the Town and Owner mutually covenant and agree as follows:

1. In this Agreement the following words shall have the following meanings:
 - (a) "Municipal Infrastructure" means the basic physical and organizational structure and facilities (e.g. buildings, roads, sanitary sewers, storm

sewers, water lines, municipal drains etc.) under the jurisdiction of the Town;

- (b) "Private Electrical Service Line" means the material medium or structure that forms all or part of a path from one place to another for directing the distribution of electricity from public property to an end use located on private property;
 - (c) "Town" means The Corporation of the Town of Kingsville;
 - (d) "Owner" means Thermo Energy Systems Inc. who is liable in connection with this Agreement and who owns the property legally described as CON 3 ED PT LOT 11 RD 307Kingsville, Ontario and known municipally as 2035 Spinks Dr. (Roll Number 340-00522).
 - (e) Reference Plan & Profile listed as Project No E16-056 prepared by N.J. Peralta Engineering Ltd attached hereto and marked as Schedule "A";
 - (f) "Director of Municipal Services" means the Director of Municipal Services for the Town, or designate;
 - (g) "Road" or "Road Allowance" means a municipal road allowance or public highway under the jurisdiction of the Town and shall include not only the travelled portion of a public highway but also shoulders, ditches, driveways, sidewalks and grassy areas forming part of the road allowance now or at any future time.
2. Upon the Director of Municipal Services providing written approval and agreeing in writing to the location of the proposed Private Electrical Service Line, permission to construct, reconstruct, maintain, remove or alter a

Private Electrical Service Line under Spinks Dr. is granted to the Owner subject to the terms and conditions contained within this Agreement.

3. The Private Electrical Service Line shall be constructed, reconstructed, maintained, removed or altered in accordance with good engineering and construction practices. In any event, the top of the Private Electrical Service Line shall be at least three (3') feet below the crown of the Road, but not more than five (5') in depth and shall not conflict with other utilities which may include watermains, natural gas plant, cable and telephone networks etc.
4. When constructed and completed, the Private Electrical Service Line shall not obstruct or interfere with or render more difficult or dangerous the use of the Road or Municipal Infrastructure and, in the event that as a result of the construction, reconstruction, maintenance, removal or alteration of the Private Electrical Service Line, an obstruction or interference is caused, then, in that event, the Owner shall do all things necessary, at its sole expense, to remove such obstruction or interference without delay.
5. The Owner, its successors in title or permitted assigns, shall repair the Road or municipal infrastructure and replace materials moved or removed therefrom, in as nearly the same condition as that in which they are found at the time of commencement of any work undertaken in connection with the said Private Electrical Service Line construction or reconstruction, or its future maintenance, alteration or removal. In the event of an open cut to the road or shoulder, all backfilling materials shall be of compacted granular material in accordance with the requirements of the Director of Municipal Services.
6. Except in cases of emergency, at least forty-eight (48) hours written notice shall be given by the Owner to the Director of Municipal Services of any

work to be undertaken in constructing, maintaining or repairing their Private Electrical Service Line under, over or across the Road Allowance or Municipal Infrastructure. Any maintenance or repair of an emergency nature shall be reported to the Director of Municipal Services or other appropriate official of the Town as soon as possible, with a written notice to follow detailing the nature of the emergency and the actions taken. Any damage to Municipal Infrastructure including but not limited to watermains, sanitary sewers, or storm sewers, and municipal drains shall be reported forthwith in writing to the Director of Municipal Services and shall be repaired, altered or relocated by Town forces, and all expenses and liabilities shall be the responsibility of the Owner and shall be assumed and paid by them forthwith on demand. Failure of the Owner to pay within thirty (30) days of demand will cause this Agreement to become voidable at the discretion of the Town.

7. The location, elevation and method of construction, reconstruction, maintenance or removal of the said Private Electrical Service Line under, over or across the Road Allowance or Municipal Infrastructure shall be subject, respectively, to the written approval of the Director of Municipal Services. The Owner shall provide to the Town, prior to construction, two (2) copies of construction drawings for the entire route of the Private Electrical Service Line and showing the materials to be used and the method by which the materials will be installed. Upon completion of works, two (2) hard copies and one (1) electronic copy of "As Constructed" drawings shall be provided to the Town.
8. A certified cheque or cash in the amount of Ten Thousand (\$10,000.00) Dollars shall be deposited by the Owner with the Town prior to construction each time the Owner submits a request to construct, reconstruct, replace, maintain or alter the Private Electrical Service Line. The monies deposited shall be held by the Town as security to ensure that the Owner satisfies the

conditions of this Agreement and rectifies any matters required by the Director of Municipal Services, acting reasonably. Each crossing of the Municipal Road or Municipal Infrastructure will be considered as a Private Electrical Service Line crossing and will require separate deposits. Any deposits held by the Town will be returned to the Owner within ninety (90) days of written notification by the Owner to the Town provided that the Director of Municipal Services, acting reasonably, is satisfied that all of the conditions of this Agreement have been fully satisfied.

9. It is understood and agreed that under the terms of this Agreement, the Owner shall be responsible for providing all necessary warning signs, safety devices and traffic diversion to adequately warn the public of construction in Road Allowance areas and the Owner hereby indemnifies and saves harmless the Town, its employees and agents, from and against all claims, liabilities, losses, costs, damages, or expenses of every kind, including legal fees, that may be incurred or suffered as a consequence of the Owner failing to place, maintain and operate such warning signs, protective devices and traffic diversion.
10. In the event that the Town, in pursuance of its statutory powers, deems it expedient to alter the construction of any Road or Municipal Infrastructure and in the course thereof, it becomes reasonably necessary that the location of the Private Electrical Service Line laid or operated under this Agreement should be altered at a specified point to facilitate the work of the Town, then upon reasonable notice in writing from the Town to the Owner specifying the alteration desired, the Private Electrical Service Line shall, at the Owner's expense, be altered or relocated to the point specified in accordance with the requirements of the Director of Municipal Services. The Owner shall have sixty (60) days from the date of written notice to complete the work as aforesaid. Thereafter, the Town may do the work and charge the cost of same against any outstanding deposit(s) held by it and if such deposit(s) is/are insufficient to pay the said costs, any deficiency shall

be paid by the Owner within thirty (30) days of written demand, otherwise this Agreement shall be voidable at the discretion of the Town.

11. When it is necessary for work to be done on the Private Electrical Service Line for any purpose, the Owner shall consult with the Director of Municipal Services so that service corridors may be readily located when the need arises. The Private Electrical Service Line shall be posted at the completion of its installation at the sole expense of the Owner.
12. Nothing in this Agreement shall relieve the Owner from compliance with the applicable federal or provincial legislation, or municipal by-laws.
13. Subject to the provisions rendering this Agreement voidable, this Agreement shall extend for a term of five (5) years from the date of the Agreement or until such time as an alternate electrical power supply is available and commissioned, and may be renewed for a further five (5) years on terms to be agreed upon by the Owner and the Town.
14. Upon termination of this Agreement (which shall include the Town exercising its right to void the Agreement as aforesaid) and/or abandonment of the Private Electrical Service Line, the Owner shall abandon the Private Electrical Service Line and all other obligations of the Owner shall continue under the provisions of this Agreement until all of such obligations have been complied with and completed in full to the satisfaction of the Director of Municipal Services, acting reasonably.
15. If the Owner should fail to abandon and remove the Private Electrical Service Line from the Road Allowance within one (1) year of abandonment or termination of this Agreement and the Town requires the removal of all or any part of the Private Electrical Service Line for the purpose of altering or improving the Road Allowance or Municipal Infrastructure in order to facilitate the construction of utility or other works, the Town may remove and dispose of so much of the Private Electrical Service Line as the Town

may require for such purposes and the Owner shall have no recourse against the Town for any losses, costs, expenses or damages occasioned thereby.

16. The Owner shall indemnify and save harmless the Town from and against all claims, liabilities, losses, costs, damages or other expenses of every kind including legal fees that the Town may incur or suffer as a consequence of or in connection with the placing, maintenance, operation, replacement or repair of the Private Electrical Service Line or any part thereof.
17. Forthwith upon execution of this Agreement, the Owner shall deliver to the Town, a certificate of a comprehensive liability policy of insurance with policy limits in the amount of not less than Five Million (\$5,000,000.00) Dollars, the form and content of which shall be satisfactory to the Town, and naming the Town as an additional insured. Such policy shall be kept in full force and effect by the Owner until such time as this Agreement is terminated.
18. During the term of this Agreement and any subsequent renewals thereof, the Owner shall be responsible for maintaining the Private Electrical Service Line and, where the same has to be repaired, altered, removed or relocated, the Owner shall return the Road Allowance or Municipal Infrastructure to its original condition to the satisfaction of the Director of Municipal Services acting reasonably.
19. If any dispute or controversy shall occur between the parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement, such dispute shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice, upon the application of either of said parties and a Judge of the

Ontario Superior Court of Justice shall be entitled to act as such arbitrator if he or she so desires. The arbitration shall be held in the Town of Kingsville or such other location in Essex County that the parties and the arbitrator may agree upon. The procedure to be followed shall be agreed by the parties or, in default of an agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitration Act (Ontario), S.O. 1991, c.17. The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by either party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the board or arbitration, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

20. The Owner may not assign any part of this Agreement unless the Town consents in writing to such assignment, which consent which may not be unreasonably withheld provided that the Owner enters into a form of Agreement guaranteeing compliance with the terms of this Agreement by the assignee and such assignment shall be effective only upon execution of an Agreement binding the assignee to the terms of this Agreement.
21. Any notice to be given under the provisions of this Agreement may be effectually given to the Town by delivering same by registered mail, postage prepaid, addressed as follows:

To the Town:

Attention: Director of Municipal Services

The Corporation of the Town of Kingsville,

2021 Division Road North,

Kingsville, Ontario N9Y 2Y9

To the Owner:
Thermo Energy Systems Inc.
2035 Spinks Dr.
Kingsville, Ontario N9Y 2E5

22. The notices as aforesaid shall be deemed to have been given and received on the 5th business day following the date it was mailed.
23. This Agreement shall ensure to and be binding upon the parties hereto, their successors and permitted assigns.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the day first written above.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

Per: _____
Nelson Santos
Mayor

Per _____
Jennifer Astrologo
Director of Corporate Services / Clerk

**THERMO ENERGY SYSTEMS
INC.**

Per: _____

Per: _____
**I/We have the authority to bind
the corporation**

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 95-2018

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:

7.1.71 'AGRICULTURE ZONE 1 EXCEPTION 71 (A1-71)'

- a) For lands shown as A1-71 on Map 44 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 any other provision of By-law 1-2014, as amended, to the contrary, for lands zoned A1-71 a medical marihuana production facility shall require the installation and maintenance of an Air Treatment Control (ATC) system designed by a qualified person. Prior to the beginning of any growing operations of the licensed MMPF the owner/operator must demonstrate to the satisfaction of the Town, including the submission of a maintenance schedule that the ATC is installed and operational as per the design specifications to maintain no perceptible marihuana odour or transmission of odour control agents beyond the property line.

Odour control agents used as part of an Air Treatment Control system must be approved for use by Health Canada or demonstrate no negative impact to the satisfaction of the Town.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: An existing 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 A1-71;
- iii) Item g) is deleted and replaced as follows:
 - a. an MMPF growing area shall be located a minimum of 100 m from an existing off-site residential use or institutional use;
 - b. item g) shall not be applicable to an on-site bunkhouse or off-site dwelling under the same ownership as the lands zoned A1-71.

All other items listed under Section 4.46 remain applicable to lands zoned A1-71.

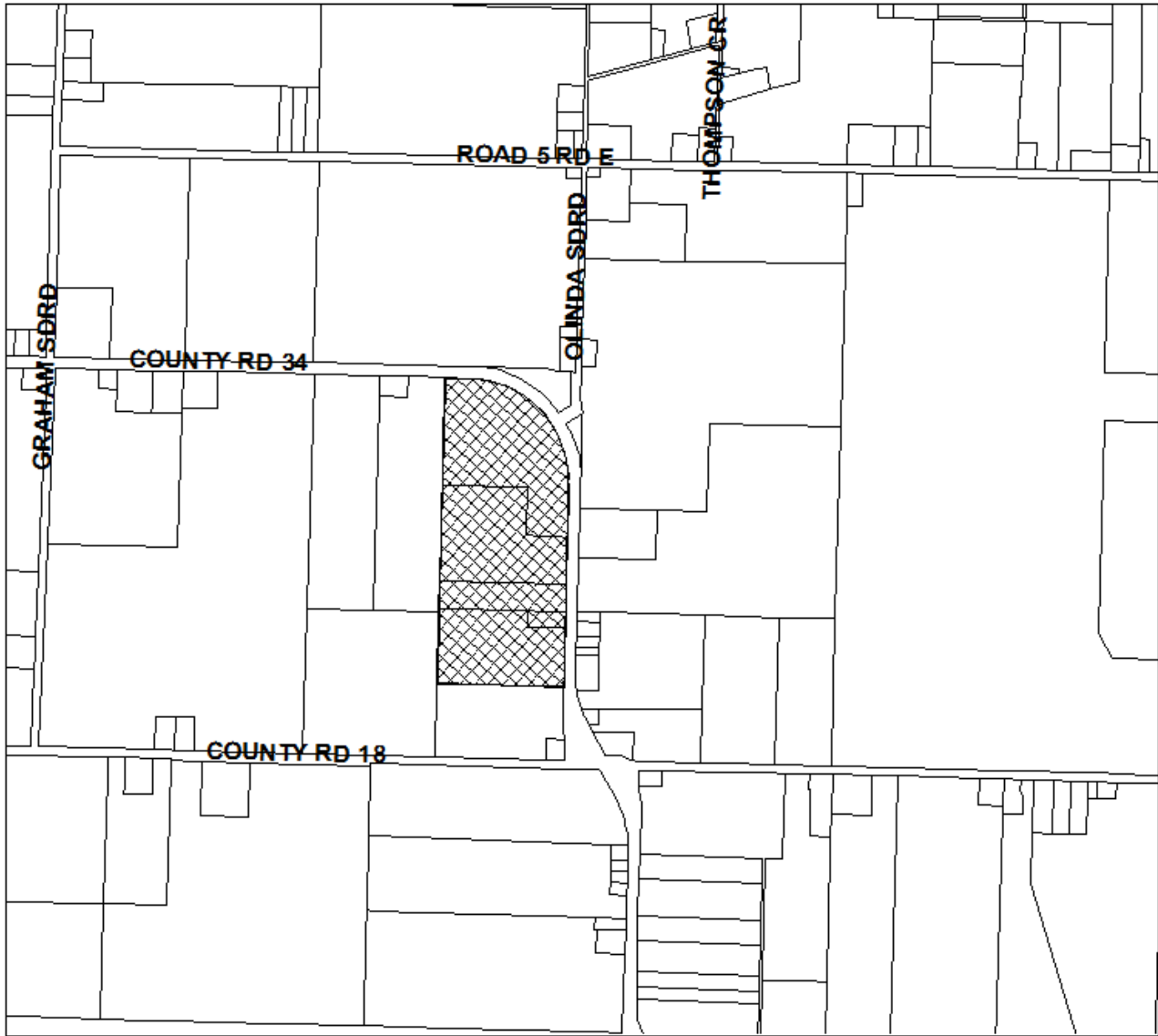
2. Schedule "A", Map 44 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 20, Concession 4 ED, Parts 1 to 8, RP 12R 14851 & Parts 1 & 2 RP 12R 13840 & Parts 1 & 2, RP 12R 19945 and locally known as 1501, 1521, 1523 & 1527 County Road 34 as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 71 (A1-71)'.
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 13th DAY OF AUGUST, 2018.

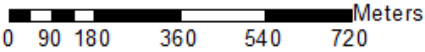
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule 'A'



Part of Lot 20, Concession 4 ED
1501, 1521, 1523 & 1527 County Road 34
Zoning By-law Amendment ZBA/16/18



Schedule "A", Map 44 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 71 (A1-71)'

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 96-2018

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:

7.1.72 'AGRICULTURE ZONE 1 EXCEPTION 72 (A1-72)'

- a) For lands shown as A1-72 on Map 44 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 any other provision of By-law 1-2014, as amended, to the contrary, for lands zoned A1-72 a medical marihuana production facility shall require the installation and maintenance of an Air Treatment Control (ATC) system designed by a qualified person. Prior to the beginning of any growing operations of the licensed MMPF the owner/operator must demonstrate to the satisfaction of the Town, including the submission of a maintenance schedule that the ATC is installed and operational as per the design specifications to maintain no perceptible marihuana odour or transmission of odour control agents beyond the property line.

Odour control agents used as part of an Air Treatment Control system must be approved for use by Health Canada or demonstrate no negative impact to the satisfaction of the Town.

Notwithstanding Section 4.46 of the by-law to the contrary the following shall apply:

- i) Item c) is deleted and replaced as follows: An existing 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 A1-72;
- iii) Item g) is deleted and replaced as follows:
 - a. an MMPF growing area shall be located a minimum of 100 m from an existing off-site residential use or institutional use;
 - b. item g) shall not be applicable to an on-site bunkhouse or off-site dwelling under the same ownership as the lands zoned A1-72.

All other items listed under Section 4.46 remain applicable to lands zoned A1-72.

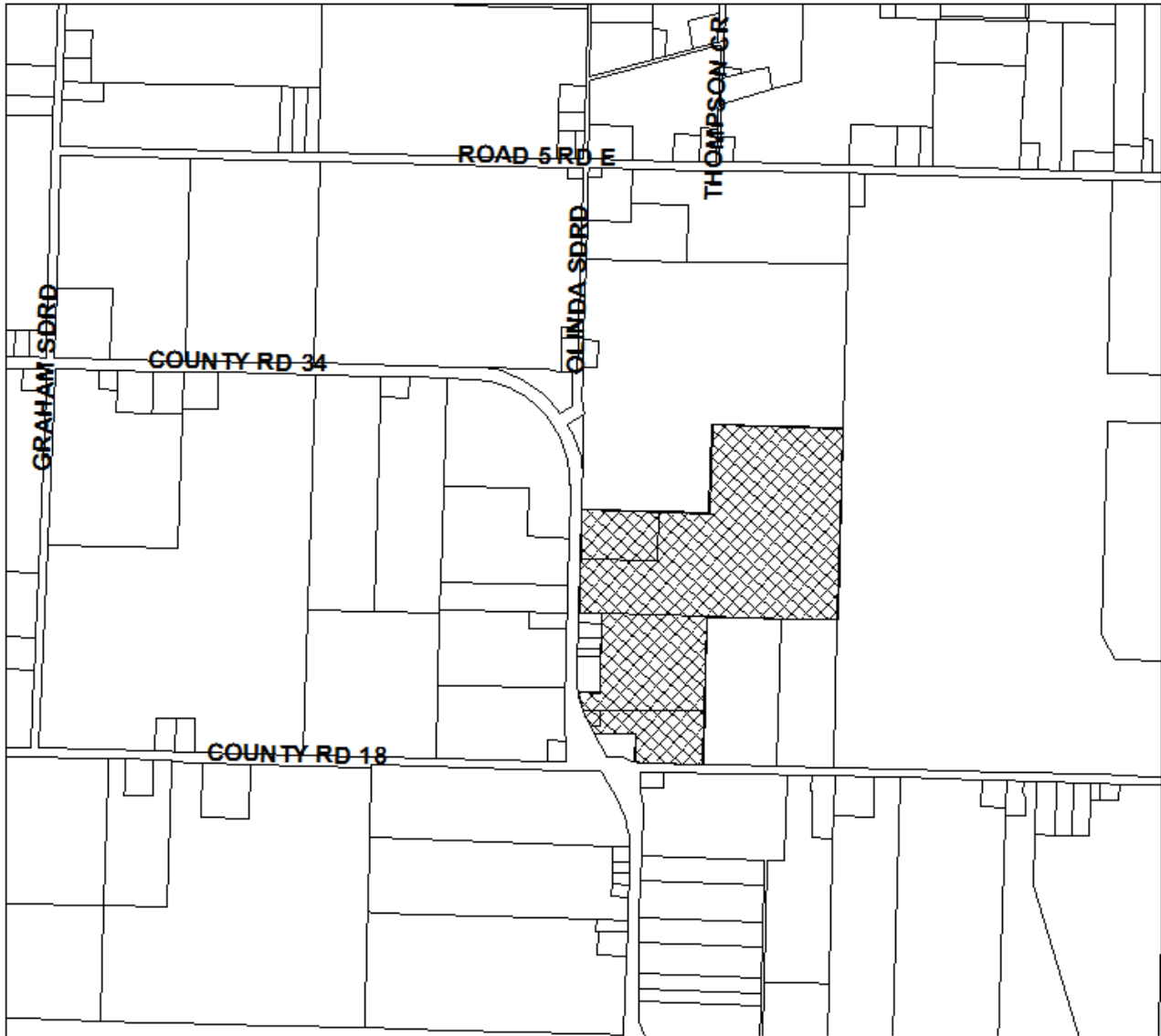
2. Schedule "A", Map 44 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 21, Concession 4 ED, Parts 1 & 2, RP 12R 15280 & Part 14 RP 12R 1554 & Part 1, RP 12R 22797 and locally known as 1506, 1508, 1526 & 1640 County Road 34 as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 72 (A1-72)'.
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 13th DAY OF AUGUST, 2018.

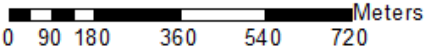
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule 'A'



Part of Lot 21, Concession 4 ED
1506, 1508, 1526 & 1640 County Road 34
Zoning By-law Amendment ZBA/17/18



Schedule "A", Map 44 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 72 (A1-72)'

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 97-2018

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its August 13, 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 August 13, 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
13th DAY OF AUGUST, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo