



**REGULAR MEETING OF COUNCIL  
AGENDA**

**Monday, September 10, 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. Katherine Gunning, Treasurer/Secretary, Kingsville Historical Park Museum--Request dated August 30, 2018 RE: The Range Light (Lighthouse) located on the Museum Grounds**  
  
**Recommended Action**  
That Council refer to Administration for Report.
- 2. Presentation by Mayor Santos of Certificates of Appreciation to Cottam Revitalization Committee members**
- 3. Kim Gilliland, Member, Cottam Revitalization Committee--Request dated July 11, 2018 RE: Presentation of draft Report (SEE: Staff Report Item H-5)**
- 4. Mary Maureen Atkin on behalf of "Salute to Veterans" Banner Project; Request dated August 16, 2018**

Presentation by Salute to Veterans Banner Project group RE: Banner

Project's purposes, being to provide an ongoing legacy that will pay tribute to all Canadian and Allied Veterans living or deceased who have a connection to the Town of Kingsville; to promote a sense of community ownership and pride; to help bring education to today's youth.

5. **Sebastian H. Schmoranz, Resident--Request dated August 15, 2018 RE: Sewer charges for 126 Division St. N. (SEE: Staff Report Item H-4)**

1

Mr. Schmoranz, buyer of 126 Division St. N. will be in attendance to request that Council authorize Administration to apply previously paid sewer charges to offset the cost of connecting to the Town sewers for the subject property (See: Authorization and Direction of the sellers to The Corporation of the Town of Kingsville, dated July 31, 2018)

## **F. AMENDMENTS TO THE AGENDA**

## **G. ADOPTION OF ACCOUNTS**

1. **Town of Kingsville Accounts for the monthly period ended August 31, 2018 being TD cheque numbers 0066224 to 0066521 for a grand total of \$1,670,764.24**

2

### **Recommended Action**

That Council approves Town of Kingsville Accounts for the monthly period ended August 31, 2018 being TD cheque numbers 0066224 to 0066521 for a grand total of \$1,670,764.24

## **H. STAFF REPORTS**

1. **Significant Status Requests for remainder of 2018**

31

M. Durocher, Parks and Recreation Programs Manager

### **Recommended Action**

That council authorize Significant Event status for the identified events, and furthermore that council authorize administration to author a recommendation for Significant Status for these events to secure a special occasion's permit for each.

2. **Road Use Encroachment Agreement – Mastron Enterprises Inc.**

33

G. A. Plancke, Director of Municipal Services

### **Recommended Action**

That Council enters into a Road Use Agreement with Mastron Enterprises Inc. for the construction, maintenance, and operation of a Private Sewage Line within the Town road allowance as stipulated in the conditions listed within the document titled Road Use Encroachment Agreement between the Corporation of the Town of Kingsville, and Mastron Enterprises Inc.

and further that;

Council direct the Mayor and Clerk to bind the Corporation of the Town of Kingsville with respect to this agreement, and further that;

Council direct the Mayor and Clerk to bind the Corporation of the Town of Kingsville with respect to Provincial Agreement CM18 0001 in order for private infrastructure to cross under Kings Hwy # 3 pursuant to permission granted within to the benefit of the Corporation of the Town of Kingsville; and,

That Council direct the Mayor and Clerk to execute said Agreements and adopt the applicable authorizing by-laws.

**3. Road 2 E. Request for Improvement 66**

G. A. Plancke, Director of Municipal Services

**Recommended Action**

That Council receive the report, and that the Road 2 E reconstruction / repaving project be considered during the 2019 budget deliberations.

**4. 126 Division St. N. Sanitary Connection 69**

G. A. Plancke, Director of Municipal Services

**Recommended Action**

That the accrued sewer charges to the property located at 126 Division St N. be allocated to the connection costs for connecting to the Division St N. sanitary sewer.

**5. Cottam Revitalization Plan 80**

P. Van Mierlo-West, CAO

**Recommended Action**

That the Cottam Revitalization Plan be approved;

And that the recommended projects within this plan be incorporated within the annual budget deliberation process.

**6. BIA Lease Agreement 115**

P. Van Mierlo-West, CAO

**Recommended Action**

That the amended agreement between the Town of Kingsville and the Kingsville Business Improvement Association be approved

And that the Mayor and Clerk be directed to sign the agreement

**I. BUSINESS/CORRESPONDENCE-ACTION REQUIRED**

1. Notification of Letter of Resignation received by the Clerk from Councillor John Driedger

**Recommended Action**

That Council declare the office of a member of Council vacant effective immediately, due to the resignation of Councillor John Driedger.

**J. MINUTES OF THE PREVIOUS MEETINGS**

1. Regular Meeting of Council--August 27, 2018 127

**Recommended Action**

That Council adopts Regular Meeting of Council Minutes dated August 27, 2018.

**K. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

1. Drainage Advisory Committee - April 19, 2018 139

**Recommended Action**

That Council receive Drainage Advisory Meeting Minutes dated April 19, 2018.

2. Police Services Board - May 30, 2018 143

**Recommended Action**

That Council receive Police Services Board Meeting Minutes dated May 30, 2018.

3. Committee of Adjustment - July 17, 2018 147

**Recommended Action**

That Council receive Committee of Adjustment Meeting Minutes dated July 17, 2018.

**L. BUSINESS CORRESPONDENCE - INFORMATIONAL**

1. Town of LaSalle--Correspondence dated August 21, 2018 RE: Ontario's Green Energy Act. 153
2. Township of Selwyn--Correspondence dated August 15, 2018 RE: Provincial Agricultural Systems Mapping. 155
3. Rick Fleming, Resident--Letter of thanks, dated August 16, 2018 156
4. Mackinnon Johnson--Letter of thanks for bursary dated August 9, 2018 157
5. Ayden Ryan--Letter of thanks for bursary dated August 15, 2018 158



**Recommended Action**

That Council receives Business Correspondence-Informational Items 1 through 6.

**M. NOTICES OF MOTION**

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

That Administration prepare a report outlining a policy for specialty signs that can be attached to assessment roll numbers of the homes requesting the signs and to incorporate a procedure to follow up after the sale of the property requesting the signage, or after a certain period of time has lapsed, to determine whether the sign is still necessary.

**2. Councillor Patterson may move, or cause to have moved:**

That Administration prepare a report regarding when the gravel portion of the Marsh Sideroad beginning at Highway 3 to County Road 27 will be surface treated, tar-and-chipped, or asphalted as residents have appeared before Council and have had no answers as to when this will be completed.

**3. Councillor Patterson may move, or cause to have moved:**

That Administration prepare a report regarding per diem allowance for Municipal representatives that are not Council members who are representing the municipality on approved conferences and/or meetings, which as of now are not paid a daily per diem.

**4. Councillor Patterson may move, or cause to have moved:**

That Administration provide a report regarding our Olympians: Corbin Watson and Megan Agosta as to whether monies are allocated for signage to show their medal accomplishments and where they are from.

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

That Council direct Administration once more to obtain and install a Christmas tree in the Carnegie Lot before Santa arrives with his parade this November.

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

That Council approve the raising of the Terry Fox Flag at our Town Hall; the flag raising, if approved, to occur for a period of a week to highlight the Terry Fox Run on September 16, 2018.

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

## **O. BYLAWS**

### **1. By-law 102-2018** 160

Being a by-law authorizing the entering into of a Road Use Encroachment Agreement with Mastron Enterprises Inc.

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

### **2. By-law 103-2018** 183

Being a By-law to authorize the entering into of an Agreement with Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (File no. CM18-0001) in order for private infrastructure to be placed under and across King's Highway No. 3

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

### **3. By-law 104-2018** 192

Being a By-law to authorize the entering into of a Lease Agreement with Kingsville Business Improvement Area Board of Management for a portion of the building municipally known as 28 Division St. South, Kingsville, for use as an office and meeting space

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

## **P. CONFIRMATORY BY-LAW**

### **1. By-law 105-2018** 203

Being a by-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its September 10, 2018 Regular Meeting

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

## **Q. ADJOURNMENT**

2018-09-06  
Consented  
SM

B.

**DIRECTION**

**TO: THE CORPORATION OF THE TOWN OF KINGSVILLE  
2021 Division Road North, Kingsville, Ontario**


**RE: Schmoranz/Rabheru purchase from Lukaniuk  
126 Division Street North, Kingsville, Ontario N9Y 1E4**

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We, the undersigned, direct and authorize The Corporation of the Town of Kingsville to communicate with and release any and all details pertaining to the above-referenced property taxes and/or water and sewage charges associated with 126 Division Street North, Kingsville, Ontario N9Y 2E4 to Sebastian Hermann Schmoranz and/or Rena Rabheru.

**DATED** at Kingsville, this 31<sup>st</sup> day of July, 2018.

  
\_\_\_\_\_  
Todd Ryan Wheelton Lukaniuk

  
\_\_\_\_\_  
Kathryn Barbara Savery Wheelton Lukaniuk



**Town of Kingsville  
Council Summary Report  
2018**

**Cheque Distributions for the Month of:**

**AUGUST**

**Department Summary:**

Dept. No.	Department Name	Amount
	Credit Card Transactions	\$ 1,944.29
000	Default - Clearing	\$ 97,030.88
110	Council	\$ 1,095.79
112	General Administration	\$ 57,153.87
114	Information Technology	\$ 14,052.27
120	Animal Control	\$ 2,629.67
121	Fire	\$ 13,644.92
122	OPP	\$ 511,371.69
124	Building	\$ 19,632.03
130	Transportation - Public Works	\$ 279,214.78
131	Sanitation	\$ 124,872.98
151	Cemetery	\$ 12,215.30
170	Arena	\$ 26,569.69
171	Parks	\$ 152,023.19
172	Fantasy of Lights	\$ -
173	Marina	\$ 13,954.78
174	Migration Festival	\$ 44.25
175	Recreation Programs	\$ 8,532.32
176	Communities in Bloom	\$ -
178	Facilities	\$ 3,036.51
180	Planning	\$ 5,905.35
181	BIA	\$ 16,113.89
184	Accessibility Committee	\$ 172.99
185	Tourism & Economic Development Committee	\$ 86.56
186	Heritage Committee	\$ 811.78
201	Environmental - Water	\$ 71,661.15
242	Kingsville/Lakeshore West Wastewater	\$ 229,281.21
243	Cottam Wastewater	\$ 7,712.10

**Total of Current Expenditures:** \$ 1,670,764.24

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

**Total Number of Current Cheques Issued:** 297

**Comparison Data: AUGUST 2017**

**Total of Approved Expenditures:** \$ 1,113,724.12

**Total Number of Cheques Issued:** 261

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

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

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Account</b>	<b>Amount</b>
66417	8/24/2018	TD Canada Trust - RM Visa	Fire Training Material	01-121-072-60118	\$ 61.01
66417	8/24/2018	TD Canada Trust - RM Visa	Radios & Pagers	01-121-099-60702	\$ 306.63
66417	8/24/2018	TD Canada Trust - RM Visa	Drainage Act Booklet	01-130-066-60427	\$ 21.00
66417	8/24/2018	TD Canada Trust - RM Visa	Drainage Act Booklet	01-130-066-60427	\$ 21.00
66417	8/24/2018	TD Canada Trust - RM Visa	Webinar - Asset Mgmt	01-130-098-60254	\$ 50.88
66417	8/24/2018	TD Canada Trust - RM Visa	KSB - Pump	01-171-176-60337	\$ 165.69
66417	8/24/2018	TD Canada Trust - RM Visa	Wastewater Certificate	02-201-098-60254	\$ 140.00
66417	8/24/2018	TD Canada Trust - RM Visa	Study Material	02-201-098-60254	\$ 420.00
66417	8/24/2018	TD Canada Trust - RM Visa	Wastewater Certificate	02-201-098-60254	\$ 50.00
66416	8/24/2018	TD Canada Trust - PVMW	BR & E Training	01-112-098-60254	\$ 25.44
66416	8/24/2018	TD Canada Trust - PVMW	AMO Travel	01-112-098-60254	\$ 488.14
66416	8/24/2018	TD Canada Trust - PVMW	Meeting Refreshments	01-112-099-60317	\$ 19.78
66416	8/24/2018	TD Canada Trust - PVMW	U of Windsor Parking	01-112-099-60400	\$ 6.00
66416	8/24/2018	TD Canada Trust - PVMW	USB for Selfie Stick - Folkfest	01-185-099-63103	\$ 28.73
66416	8/24/2018	TD Canada Trust - PVMW	EDC Promotion	01-185-099-63103	\$ 42.37
66416	8/24/2018	TD Canada Trust - PVMW	EDC Promotion	01-185-099-63103	\$ 97.62
TD Canada Trust - NS Visa No Transactions					\$ -
<b>Total Credit Card Transactions</b>					<b>\$ 1,944.29</b>

**Town of Kingsville  
Council Summary Report**

**Ranges:** From:  
**Vendor ID:** First  
**Vendor Name:** First  
**Cheque Date:** 8/1/2018  
**Sorted By:** Cheque Number

**To:**  
**Last**  
**Last**  
8/31/2018

Distribution Types Included: PURCH

Cheque Number		Cheque Date	Vendor Name	Description	Amount
Total For Department					\$0.00
000	-				
0066235	X	8/16/2018	2492309 Ontario Ltd	Dep Refund - 1288 Road 2W 01-000-000-21410	\$1,000.00
0066241	X	8/16/2018	Aleksander Estate Winery	Dep Refund - 1542 Cty Rd 34E 01-000-000-21410	\$1,000.00
0066242	X	8/16/2018	Anthony Abraham Construction	Dep Refund - 119 Golfview 01-000-000-21410	\$1,000.00
0066242	X	8/16/2018	Anthony Abraham Construction	Dep Refund - 134 Golfview 01-000-000-21410	\$1,000.00
0066244	X	8/16/2018	Larry Ash	Dep Refund - 164 Woodycrest 01-000-000-21410	\$1,000.00
0066246	X	8/16/2018	Azar Homes	Refund of Water Meter#10000401 01-000-006-12014	\$43.55
0066251	X	8/16/2018	Elizabeth Blight	Dep Refund - 11 Katie Cres 01-000-000-21410	\$1,000.00
0066253	X	8/16/2018	Brady Homes & Const Ltd	Dep Refund - 40 County Rd 8 01-000-000-21410	\$1,000.00
0066267	X	8/16/2018	Chris King & Sons Construction	Dep Refund - 44 Robin Crt 01-000-000-21410	\$1,000.00
0066267	X	8/16/2018	Chris King & Sons Construction	Dep Refund - 1294 Heritage Rd 01-000-000-21410	\$1,000.00
0066282	X	8/16/2018	Danval Homes Inc	Dep Refund - 495 Cty Rd 34W 01-000-000-21410	\$1,000.00
0066303	X	8/16/2018	Flood's Nursery Farm Ltd.	Plants - 336 Cty Rd 14 01-000-023-14080	\$2,559.22
0066306	X	8/16/2018	Anna Friesen	Refund incorrect payment 01-000-031-21418	\$1,453.30
0066307	X	8/16/2018	Gagnon Demolition Inc	Dep Refund - 265 Road 7E 01-000-000-21410	\$1,000.00
0066307	X	8/16/2018	Gagnon Demolition Inc	Dep Refund - 372 County Rd 20 01-000-000-21410	\$1,000.00
0066307	X	8/16/2018	Gagnon Demolition Inc	Dep Refund - 344 County Rd 20 01-000-000-21410	\$1,000.00
0066313	X	8/16/2018	Robert Hajdu	Education Fee Overcharge 01-000-030-21325	\$305.00
0066316	X	8/16/2018	Laverne Hicks	Dep Refund - 864 Cty Rd 34E 01-000-000-21410	\$1,000.00
0066317	X	8/16/2018	Hurricane SMS Inc	Winterberry Subdivision 01-000-006-13199	\$877.50
0066317	X	8/16/2018	Hurricane SMS Inc	4Holly St 01-000-006-13199	\$1,170.00

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066317	* 8/16/2018	Hurricane SMS Inc	Winterberry Subdivision 01-000-006-13199	\$1,657.50
0066317	* 8/16/2018	Hurricane SMS Inc	Holly St 01-000-006-13199	\$1,511.25
0066319	* 8/16/2018	I.B.E.W. #636	Remittance 01-000-000-21006	\$1,342.94
0066319	* 8/16/2018	I.B.E.W. #636	Remittance 01-000-000-21006	\$867.15
0066320	* 8/16/2018	Jardine Lloyd Thompson Canad	LCIS 2017-2018 01-000-030-21383	\$5,317.01
0066326	* 8/16/2018	Lakeview Private Park	2018 Private Park Fees 01-000-014-13004	\$7,829.28
0066327	* 8/16/2018	Lakepoint Homes	Dep Refund - 19 Mulberry 01-000-000-21410	\$1,000.00
0066327	* 8/16/2018	Lakepoint Homes	Dep Refund - 29 Lukas Dr 01-000-000-21410	\$1,000.00
0066327	* 8/16/2018	Lakepoint Homes	Dep Refund - 27 Lukas Dr 01-000-000-21410	\$1,000.00
0066327	* 8/16/2018	Lakepoint Homes	Dep Refund - 26 Robin Crt 01-000-000-21410	\$1,000.00
0066327	* 8/16/2018	Lakepoint Homes	Dep Refund - 22 Robin Crt 01-000-000-21410	\$1,000.00
0066327	* 8/16/2018	Lakepoint Homes	Dep Refund - 24 Robin Crt 01-000-000-21410	\$1,000.00
0066334	* 8/16/2018	Jim Liovas	Dep Refund - 2 Mulberry Cres 01-000-000-21410	\$1,000.00
0066338	* 8/16/2018	Marcovecchio Construction	Rfnd Zoning Application 01-000-020-22178	\$1,000.00
0066346	* 8/16/2018	Mike Beetham Construction	Dep Refund - 515 Wigle Grove 01-000-000-21410	\$1,000.00
0066348	* 8/16/2018	Municipality of Leamington	Drain Maintenance 01-000-023-14080	\$2,135.83
0066352	* 8/16/2018	Noah Homes	Dep Refund - 1501 Kenyon Point 01-000-000-21410	\$1,000.00
0066352	* 8/16/2018	Noah Homes	Dep Refund - 1932 Heritage Rd 01-000-000-21410	\$1,000.00
0066352	* 8/16/2018	Noah Homes	Dep Refund - 1705 Noah Cres 01-000-000-21410	\$1,000.00
0066352	* 8/16/2018	Noah Homes	Dep Refund - 1686 Nevan Crt 01-000-000-21410	\$1,000.00
0066352	* 8/16/2018	Noah Homes	Dep Refund - 412 Road 3W 01-000-000-21410	\$1,000.00
0066352	* 8/16/2018	Noah Homes	Dep Refund - 1701 Noah Cres 01-000-000-21410	\$1,000.00
0066356	* 8/16/2018	Anthony Pannunzio	Dep Refund - 1270 Road 4W 01-000-000-21410	\$1,000.00
0066362	* 8/16/2018	Franco Porrone	Dep Refund - 1821 Talbot Rd 01-000-000-21410	\$1,000.00
0066363	* 8/16/2018	Pro Bid Contractors Ltd.	Bank Repair - Road 10 01-000-023-14080	\$4,178.69
0066363	* 8/16/2018	Pro Bid Contractors Ltd.	Bank Repair - McMahon Drain 01-000-023-14080	\$3,113.67
0066363	* 8/16/2018	Pro Bid Contractors Ltd.	Emergency Culvert Repair 01-000-023-14080	\$3,370.29
0066363	* 8/16/2018	Pro Bid Contractors Ltd.	Culvert Collapse - Road 10 01-000-023-14080	\$3,105.47
0066365	* 8/16/2018	RC Spencer Associates Inc.	5 Morley/Wigle Drain 01-000-023-14080	\$3,045.17

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066365 ✖	8/16/2018	RC Spencer Associates Inc.	Smith Newman Drain Ext 01-000-023-14080	\$2,063.18
0066366 ✖	8/16/2018	REALTAX INC	Proceed w/ tax sale 01-000-030-21307	\$791.00
0066366 ✖	8/16/2018	REALTAX INC	First Notice - 160-11100 01-000-030-21307	\$514.15
0066366 ✖	8/16/2018	REALTAX INC	First Notice - 170-01500 01-000-030-21307	\$604.55
0066366 ✖	8/16/2018	REALTAX INC	First Notice - 270-30500 01-000-030-21307	\$672.35
0066366 ✖	8/16/2018	REALTAX INC	First Notice - 560-01246 01-000-030-21307	\$491.55
0066371 ✖	8/16/2018	Doris Rice	Refund - Mig Fest Vendor Fee 01-000-006-12014	\$5.75
0066374 ✖	8/16/2018	Rosati Construction	Dep Refund - 1000 Cty Rd 34 01-000-000-21410	\$1,000.00
0066379 ✖	8/16/2018	Shilson Excavation & Trucking I	Remove Blockage - Ruscom River 01-000-023-14080	\$409.58
0066382 ✖	8/16/2018	Nancy-Jean Snook	Dep Refund - 90 Elm St 01-000-000-21413	\$150.00
0066388 ✖	8/16/2018	Sunrite Greenhouses Ltd	Dep Refund - 1414 Seacliff Dr 01-000-000-21410	\$1,000.00
0066398 ✖	8/16/2018	Jerry Valentik	Dep Refund - 495 Cty Rd 34W 01-000-000-21410	\$1,000.00
0066401 ✖	8/16/2018	V.LaSala Construction Ltd.	Dep Refund - 1941 Rd 4E 01-000-000-21410	\$1,000.00
0066404 ✖	8/16/2018	Dan Walker	Dep Refund - 1328 Torquay Dr 01-000-000-21410	\$1,000.00
0066406 ✖	8/16/2018	Douglas Whaley	Dep Refund - 1911 Rd 5E 01-000-000-21410	\$1,000.00
0066407 ✖	8/16/2018	Peter Wiebe	Dep Refund - 1331 Clovelly 01-000-000-21413	\$150.00
0066427 ✖	8/28/2018	Bondy, Riley, Koski	Site Plan Reg - SPA/07/18 01-000-020-22278	\$366.03
0066475 ✖	8/28/2018	Ministry of Finance (Tile Loan)	Tile Loan 84-2011 01-000-052-60441	\$2,249.26
0066475 ✖	8/28/2018	Ministry of Finance (Tile Loan)	Tile Loan 84-2011 01-000-052-60442	\$590.38
0066476 ✖	8/28/2018	Minister of Finance (Fynbo)	Claim No. SC-17-58242 01-000-000-21016	\$90.57
0066481 ✖	8/28/2018	HYDRO ONE	1 Conc Lot 22 Moroun Pump Stn 01-000-023-14080	\$3,192.62
0066503	8/28/2018	Timmins Martelle Heritage Cons	Archeology Services 01-000-006-13112	\$3,807.09

**Total For Department 000**

**\$97,030.88**

110 -

0066224	8/10/2018	Veterans Voices of Canada	Sponsor - Honor Plaque 01-110-099-60300	\$250.00
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-110-099-60327	\$45.79
0066504	8/28/2018	Trinity Anglican Church	Gazebo Project 601-110-101-60253	\$200.00



# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066504	8/28/2018	Trinity Anglican Church	Gazebo Project 01-110-103-60253	\$200.00
0066504	8/28/2018	Trinity Anglican Church	Gazebo Project 01-110-102-60253	\$200.00
0066504	8/28/2018	Trinity Anglican Church	Gazebo Project 01-110-106-60253	\$200.00
<b>Total For Department 110</b>				<b>\$1,095.79</b>
<u>112</u>	-			
0066226	8/14/2018	Bell Canada	2021 Division Rd N (pipe) 01-112-099-60327	\$559.68
0066230	8/14/2018	HYDRO ONE	2021 Division Admin 01-112-099-60314	\$2,605.20
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-112-099-60327	\$218.28
0066238	8/16/2018	Advance Business Systems	Neopost Ink 01-112-099-60303	\$186.22
0066252	8/16/2018	Boghosian + Allen LLP	Insurance - Reid 01-112-099-60319	\$413.58
0066261 *	8/16/2018	Isabel Carreira	Guerra & Rios - July 20/18 01-112-072-60129	\$175.00
0066261 *	8/16/2018	Isabel Carreira	Guerra & Rios - July 20/18 01-112-072-60129	\$7.13
0066261 *	8/16/2018	Isabel Carreira	Mulder & Minaudo - July 21/18 01-112-072-60129	\$275.00
0066261 *	8/16/2018	Isabel Carreira	Mulder & Minaudo - July 21/18 01-112-072-60129	\$3.56
0066268	8/16/2018	Cintas Canada Limited	Mats - Town Hall 01-112-099-60315	\$81.69
0066268	8/16/2018	Cintas Canada Limited	Mats - Town Hall 01-112-099-60315	\$81.69
0066270	8/16/2018	ClaimsPro Inc.	Insurance - Hartleib 01-112-099-60313	\$1,199.90
0066272	8/16/2018	Colasanti Farms Ltd	Rfnd over-the-road banner 01-112-066-41270	\$50.00
0066273	8/16/2018	Compugen Inc.	Treasury Copies 01-112-099-60311	\$860.18
0066273	8/16/2018	Compugen Inc.	CAO Copies 01-112-099-60311	\$0.21
0066274	8/16/2018	Corp. of the County of Essex	911 Service - Jul-Dec 2018 01-112-200-60354	\$5,993.69
0066277	8/16/2018	CounterForce	Town Hall Alarm Monitoring 01-112-099-60315	\$305.28
0066280	8/16/2018	Culligan Water	Water Cooler - Lunchroom 01-112-099-60311	\$28.44
0066294	8/16/2018	Essex Free Press	Final Tax Notice Ads 01-112-099-60306	\$303.45
0066299	8/16/2018	Finlay Appraisal and Consultatic	Forman Rd Surplus/Disposal 01-112-099-60319	\$2,238.72
0066308	8/16/2018	Giulio Gioioso	Police Clearance/Dr. Abstract 01-112-099-60317	\$106.55
0066315	8/16/2018	Hicks Morley Hamilton Stewart &	Legal Fees 701-112-099-60319	\$2,638.13

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066337 ✖	8/16/2018	Linda Lyman	Bond & Custance July 28/18 01-112-072-60129	\$275.00
0066337 ✖	8/16/2018	Linda Lyman	Bond & Custance July 28/18 01-112-072-60129	\$24.86
0066338 ✖	8/16/2018	Marcovecchio Construction	Rfnd Zoning Application 01-112-031-21471	\$200.00
0066342	8/16/2018	Marianne Love Consulting Servi	Pay Equity Review 01-112-360-71721	\$2,556.72
0066343	8/16/2018	Stephen Mathies	JHSC Training 01-112-098-60254	\$43.34
0066343	8/16/2018	Stephen Mathies	Mileage - JHSC Training 01-112-098-60254	\$46.95
0066344	8/16/2018	McTague Law Firm		\$2,181.02
0066347	8/16/2018	Municipal World Inc.	01-112-099-60319 Election Supplies	\$119.88
0066349	8/16/2018	Vincent Murphy	01-112-099-60325 Police Clearance/Drivers Abs	\$127.00
0066351	8/16/2018	New Designs Flowers & Gifts	01-112-099-60317 Flowers - T Neufeld	\$90.94
0066358	8/16/2018	Phasor Industrial	01-112-099-60317 Controller Replacement	\$850.10
0066364	8/16/2018	Purolator Courier Service	01-112-099-60315 Courier Fees	\$32.71
0066367 ✖	8/16/2018	Deanna Reid	01-112-099-60305 Andreatta & Beaul, Aug 7/18	\$175.00
0066380	8/16/2018	Shred-It International ULC	01-112-072-60129 Records Archive Destruction	\$136.17
0066381	8/16/2018	Sims Publications Incorporated	01-112-099-60317 App for Election Official	\$153.86
0066381	8/16/2018	Sims Publications Incorporated	01-112-099-60325 Final Tax Notice Ad	\$115.39
0066381	8/16/2018	Sims Publications Incorporated	01-112-099-60306 Final Tax Notice Ads	\$115.39
0066381	8/16/2018	Sims Publications Incorporated	01-112-099-60306 Folk Festival Ad	\$55.97
0066381	8/16/2018	Sims Publications Incorporated	01-112-099-60306 Folk Festival Ad	\$141.45
0066384	8/16/2018	South Essex Community Counc	01-112-099-60306 2018 Ridership Fees	\$6,600.00
0066386	8/16/2018	Southpoint Publishing Inc	01-112-420-60970 May Ads	\$290.02
0066386	8/16/2018	Southpoint Publishing Inc	01-112-099-60325 June Ads	\$213.70
0066394	8/16/2018	Tri-County Copiers Plus	01-112-099-60306 Copies	\$125.29
0066399	8/16/2018	Vernon's Tap & Grill	01-112-099-60311 AJs Retirement Lunch	\$151.11
0066423	8/28/2018	ATM Pharmacies Ltd	01-112-099-60317 Rent - Unit 10, 59 Main St E	\$1,664.08
0066425	8/28/2018	Bell Canada	01-112-099-60376 2021 Division (long dist/ext)	\$641.17
0066428	8/28/2018	Linda Brohman	01-112-099-60327 AMCTO - MAP unit 4	\$180.62
0066431	8/28/2018	Cintas Canada Limited	01-112-098-60254 Mats - Town Hall	\$81.69
0066435	8/28/2018	Compugen Finance Inc.	01-112-099-60315 8Town Hall Copier Leases	\$768.95
			01-112-099-60311	

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066440	8/28/2018	Data Fix	Voter Services - 2018 Election 01-112-099-60325	\$8,140.79
0066442	8/28/2018	D.H.Kingsville Investments Inc	Medical Centre Rent 01-112-099-60366	\$3,013.68
0066444 *	8/28/2018	Donald D. Merritt	Overpayment Tax Cert Request 01-112-066-41270	\$5.00
0066450	8/28/2018	eSolutionsGroup Limited	I-Create Training - Travel Exp 01-112-098-60254	\$318.12
0066450	8/28/2018	eSolutionsGroup Limited	I-Create Training - New Emp 01-112-098-60254	\$2,544.00
0066451	8/28/2018	Essex Free Press	2018 Election - Advertising 01-112-099-60325	\$384.37
0066466	8/28/2018	Laser Art Inc.	Clothing 01-112-072-60216	\$276.70
0066469 ✕	8/28/2018	Linda Lyman	Sorrell & Osbourne Aug 20/18 01-112-072-60129	\$175.00
0066469 ✕	8/28/2018	Linda Lyman	Sorrell & Osbourne Aug 20/18 01-112-072-60129	\$76.18
0066469 ✕	8/28/2018	Linda Lyman	Paraskevin & Baltzer Aug 25/18 01-112-072-60129	\$275.00
0066469 ✕	8/28/2018	Linda Lyman	Paraskevin & Baltzer Aug 25/18 01-112-072-60129	\$22.49
0066472	8/28/2018	McTague Law Firm	Professional Services 01-112-099-60319	\$368.02
0066473	8/28/2018	Merchant Paper Company	Janitorial Services 01-112-099-60315	\$515.44
0066478	8/28/2018	Monarch Office Supply	Office Supplies - July 2018 01-112-099-60301	\$639.08
0066478	8/28/2018	Monarch Office Supply	Office Supplies - July 2018 01-112-099-60317	\$11.64
0066478	8/28/2018	Monarch Office Supply	Office Supplies - July 2018 01-112-099-60325	\$63.86
0066480	8/28/2018	New Designs Flowers & Gifts	Flower Arrangement - S Kitchen 01-112-099-60317	\$91.53
0066480	8/28/2018	New Designs Flowers & Gifts	Flowers - K Bosse 01-112-099-60317	\$81.27
0066482	8/28/2018	Pearsall Marshall Halliwell & Se	Discharge of Lien-124 Heritage 01-112-099-60319	\$254.40
0066488	8/28/2018	Purolator Courier Service	Courier Fees 01-112-099-60305	\$20.80
0066489 ✕	8/28/2018	Deanna Reid	Moore & Coggans - Aug 17/18 01-112-072-60129	\$175.00
0066489 ✕	8/28/2018	Deanna Reid	Moore & Coggans - Aug 17/18 01-112-072-60129	\$3.56
0066489 ✕	8/28/2018	Deanna Reid	Adams & Kruk, Aug 23/18 01-112-072-60129	\$175.00
0066489 ✕	8/28/2018	Deanna Reid	Adams & Kruk, Aug 23/18 01-112-072-60129	\$3.56
0066490	8/28/2018	R. Moir Cleaning Service	Cleaning - Town Hall 01-112-099-60341	\$2,442.24
0066494	8/28/2018	Sims Publications Incorporated	Notice of Election 01-112-099-60325	\$384.65
0066502	8/28/2018	Thomson Reuters Canada	Online Charges 01-112-099-60320	\$118.68
0066510	8/28/2018	Union Gas Limited	2021 Division Rd N - Town Hall 01-112-099-60314	\$83.85

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department 112</b>				<b>\$57,153.87</b>
<u>114</u>	-			
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-114-099-60327	\$91.58
0066262	8/16/2018	CDW Canada	Battery Replacement 01-114-099-60302	\$107.06
0066274	8/16/2018	Corp. of the County of Essex	ESRI Contract for GIS 01-114-099-60309	\$6,108.51
0066279	8/16/2018	CSI Power & Environment Inc.	Server Room UPS Mtce 01-114-099-60309	\$1,982.28
0066279	8/16/2018	CSI Power & Environment Inc.	Battery Replacement Server Rm 01-114-360-71803	\$4,864.12
0066318	8/16/2018	Tony Iacobelli	USB Hub - Env Services 01-114-099-60302	\$28.27
0066318	8/16/2018	Tony Iacobelli	Mileage 01-114-099-60400	\$34.17
0066318	8/16/2018	Tony Iacobelli	Computer Hardware 01-114-099-60309	\$240.69
0066364	8/16/2018	Purolator Courier Service	Courier Fees 01-114-099-60309	\$111.23
0066461	8/28/2018	Tony Iacobelli	2 Monitors - Spares 01-114-099-60309	\$484.36
<b>Total For Department 114</b>				<b>\$14,052.27</b>
<u>120</u>	-			
0066297	8/16/2018	Essex County K9 Services	Livestock Evaluation 01-120-280-60125	\$152.64
0066328	8/16/2018	Lakeside Animal Hospital	Cat Vouchers Program 01-120-280-60377	\$75.00
0066329	8/16/2018	LaSalle Animal Hospital	Cat Voucher Program 01-120-280-60377	\$75.00
0066329	8/16/2018	LaSalle Animal Hospital	Cat Voucher Program 01-120-280-60377	\$75.00
0066348	8/16/2018	Municipality of Leamington	Wildlife Trapping 01-120-280-60124	\$1,852.03
0066467	8/28/2018	LaSalle Animal Hospital	Cat Vouchers 01-120-280-60371	\$75.00
0066515	8/28/2018	Windsor Essex County Humane	Stray Cat Program 01-120-280-60125	\$325.00
<b>Total For Department 120</b>				<b>\$2,629.67</b>
<u>121</u>	-			
0066225	8/14/2018	Allstream Business Inc	Fire Emerg Calls 1001-121-099-60327	\$43.18

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066227	8/14/2018	E.L.K. Energy Inc	120 Fox St 01-121-099-60314	\$377.89
0066228	8/14/2018	Gosfield North Communications	Cottam Fire Hall 01-121-099-60327	\$126.46
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-121-099-60327	\$157.73
0066232	8/14/2018	Town of Kingsville (water)	120 Fox St 01-121-099-60314	\$136.30
0066240	8/16/2018	A.J. Stone Company Ltd.	Helmets 01-121-072-60216	\$2,087.94
0066240	8/16/2018	A.J. Stone Company Ltd.	Calibration Gas 01-121-099-60316	\$471.74
0066240	8/16/2018	A.J. Stone Company Ltd.	Bunker Gear - Mike Eaton 01-121-099-60701	\$353.65
0066268	8/16/2018	Cintas Canada Limited	Mats - Fire 01-121-099-60315	\$70.67
0066268	8/16/2018	Cintas Canada Limited	Mats - Fire 01-121-099-60315	\$40.56
0066268	8/16/2018	Cintas Canada Limited	Mats - Fire 01-121-099-60315	\$40.56
0066268	8/16/2018	Cintas Canada Limited	Mats - Fire 01-121-099-60315	\$70.67
0066278	8/16/2018	Coxon's Sales and Rentals Ltd	Lease 01-121-099-60311	\$101.76
0066283	8/16/2018	Jeff Dean	HR Mgmt Course 01-121-098-60254	\$497.50
0066283	8/16/2018	Jeff Dean	Water for Firefighter Rehab 01-121-099-60317	\$24.90
0066284	8/16/2018	DeLage Landen	Fire - Copier Lease 01-121-099-60311	\$137.83
0066286	8/16/2018	Economy Rental Centre	Generator Repair 01-121-099-60316	\$45.79
0066300	8/16/2018	Fireservice Management Ltd.	Equipment Repair 01-121-099-60316	\$213.33
0066301	8/16/2018	Firefighter's Association of Onta	Membership 01-121-099-60320	\$50.00
0066302	8/16/2018	Fisher's Regalia & Uniform Ac	Epaulette & Pins 01-121-072-60216	\$267.14
0066324	8/16/2018	Kingsville Home Hardware	Hall Painting 01-121-099-60315	\$5.59
0066324	8/16/2018	Kingsville Home Hardware	Torch kit - Training 01-121-072-60118	\$35.61
0066324	8/16/2018	Kingsville Home Hardware	Fuel 01-121-099-60340	\$109.78
0066324	8/16/2018	Kingsville Home Hardware	Facility Painting 01-121-099-60315	\$60.98
0066324	8/16/2018	Kingsville Home Hardware	Facility Mtce 01-121-099-60315	\$7.81
0066324	8/16/2018	Kingsville Home Hardware	216 Plug 01-121-099-60316	\$7.11
0066324	8/16/2018	Kingsville Home Hardware	Facility Mtce 01-121-099-60315	\$21.12
0066324	8/16/2018	Kingsville Home Hardware	Facility Mtce 01-121-099-60315	\$6.09
0066324	8/16/2018	Kingsville Home Hardware	124 Maintenance 01-121-099-60316	\$4.23
0066324	8/16/2018	Kingsville Home Hardware	1 Facility Mtce 01-121-099-60315	\$62.05

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066324	8/16/2018	Kingsville Home Hardware	Unit 219 Maintenance 01-121-099-60316	\$12.19
0066331	8/16/2018	Levitt-Safety	Calibration Gas 01-121-099-60316	\$905.66
0066358	8/16/2018	Phasor Industrial	Facility Mtce - North Lights 01-121-099-60315	\$595.79
0066364	8/16/2018	Purolator Courier Service	Courier Fees 01-121-099-60305	\$4.20
0066378	8/16/2018	Dorothy Shepley (fire)	Janitorial Contract 01-121-099-60341	\$333.33
0066385	8/16/2018	Southwest Diesel Service Inc	218 Air Check Valve/Sig Light 01-121-099-60316	\$465.24
0066385	8/16/2018	Southwest Diesel Service Inc	219 Front Sensor 01-121-099-60316	\$528.43
0066390	8/16/2018	Talbot Marketing Inc.	Uniforms 01-121-072-60216	\$16.28
0066391	8/16/2018	Thames Communications Ltd.	Radios & Pagers 01-121-099-60702	\$701.07
0066408	8/16/2018	Windsor Factory Supply	Smoke Alarm Supplies 01-121-099-60711	\$54.46
0066415	8/16/2018	Xerox Canada Ltd.	Fire - Copies June 25- July 25 01-121-099-60311	\$37.34
0066431	8/28/2018	Cintas Canada Limited	Mats - Fire 01-121-099-60315	\$40.56
0066431	8/28/2018	Cintas Canada Limited	Mats - Fire 01-121-099-60315	\$70.67
0066439	8/28/2018	Darch Fire	Unit 122 - Pump 01-121-099-60316	\$705.10
0066441	8/28/2018	Jeff Dean	Radio Chargers - Customs Fees 01-121-099-60702	\$14.40
0066455	8/28/2018	Fire Marshal's Public Fire Safety	Public Ed Supplies 01-121-100-60710	\$1,342.96
0066455	8/28/2018	Fire Marshal's Public Fire Safety	Public Ed Supplies 01-121-100-60710	\$100.90
0066473	8/28/2018	Merchant Paper Company	Fire Supplies 01-121-099-60315	\$116.93
0066477	8/28/2018	M&L Supply	Valve Hardware 01-121-099-60315	\$524.19
0066478	8/28/2018	Monarch Office Supply	Office Supplies - July 2018 01-121-099-60301	\$66.70
0066481	8/28/2018	HYDRO ONE	1720 Division Rd N 01-121-099-60314	\$910.38
0066494	8/28/2018	Sims Publications Incorporated	Envelopes 01-121-099-60301	\$114.48
0066501	8/28/2018	Thames Communications Ltd.	Kenwood Mic 01-121-099-60316	\$76.27
0066510	8/28/2018	Union Gas Limited	120 Fox St 01-121-099-60314	\$25.17
0066511	8/28/2018	Universal Doors Sales & Service	Fire - Equipment Repair 01-121-099-60316	\$129.49
0066519	8/28/2018	Work Authority	Work Boots - C Parsons 01-121-072-60216	\$116.76

**Total For Department 121**

**\$13,644.92**

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>122</b>	-			
0066227	8/14/2018	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$881.86
0066228	8/14/2018	Gosfield North Communications	OPP - Talbot St Cottam 01-122-099-60327	\$122.32
0066229	8/14/2018	Minister of Finance (OPP)	OPP Contract - July 2018 01-122-072-60120	\$253,599.00
0066236	8/16/2018	ABSOLUTE CANADIAN	OPP Water 01-122-099-60317	\$44.70
0066268	8/16/2018	Cintas Canada Limited	Mats - OPP 01-122-099-60315	\$81.17
0066268	8/16/2018	Cintas Canada Limited	Mats - OPP 01-122-099-60315	\$81.17
0066368	8/16/2018	Reliance Home Comfort	41 Division St S 01-122-099-60314	\$37.61
0066370	8/16/2018	Ricoh Canada	OPP Copier Lease 01-122-099-60311	\$278.91
0066395	8/16/2018	Troy Life & Fire Safety Ltd.	PM - Fire Alarm 01-122-099-60315	\$347.71
0066431	8/28/2018	Cintas Canada Limited	Mats - OPP 01-122-099-60315	\$81.17
0066462	8/28/2018	John and Michelle Ivanisko	Cottam OPP Lease 01-122-260-60342	\$540.31
0066474	8/28/2018	Minister of Finance (OPP)	OPP Contract - August 2018 01-122-072-60120	\$253,599.00
0066490	8/28/2018	R. Moir Cleaning Service	Cleaning - Kingsville OPP 01-122-099-60341	\$1,424.64
0066490	8/28/2018	R. Moir Cleaning Service	Cleaning - Cottam OPP 01-122-099-60341	\$203.52
0066510	8/28/2018	Union Gas Limited	41 Division St S 01-122-099-60314	\$48.60
<b>Total For Department</b>			<b>122</b>	<b>\$511,371.69</b>
<b>124</b>	-			
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-124-099-60327	\$183.17
0066293	8/16/2018	ESRI Canada Limited	License Fees - Permit Module 01-124-360-71823	\$15,080.82
0066357	8/16/2018	Albert J Peach	Contract Services 01-124-072-60120	\$1,280.00
0066357	8/16/2018	Albert J Peach	Contracted Services 01-124-072-60120	\$2,280.00
0066478	8/28/2018	Monarch Office Supply	Office Supplies - July 2018 01-124-099-60301	\$73.62
0066491	8/28/2018	Sam's Service Facility	14-02 - Starter & Battery 01-124-099-60316	\$734.42
<b>Total For Department</b>			<b>124</b>	<b>\$19,632.03</b>

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066227	8/14/2018	E.L.K. Energy Inc	390 Main St E Traffic Lights 01-130-110-60402	\$61.24
0066227	8/14/2018	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$48.80
0066227	8/14/2018	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$188.55
0066227	8/14/2018	E.L.K. Energy Inc	Streetlights - Kingsville 01-130-114-60412	\$5,404.89
0066227	8/14/2018	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$147.35
0066227	8/14/2018	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$190.00
0066227	8/14/2018	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$29.57
0066227	8/14/2018	E.L.K. Energy Inc	Streetlights - Cottam 01-130-114-60412	\$1,125.11
0066230	8/14/2018	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$4.26
0066230	8/14/2018	HYDRO ONE	Streetlights - Mucci Dr 01-130-114-60412	\$23.53
0066230	8/14/2018	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$4.26
0066230	8/14/2018	HYDRO ONE	Streetlights - Regent St 01-130-114-60412	\$29.93
0066230	8/14/2018	HYDRO ONE	Streetlights - Woodland 01-130-114-60412	\$60.78
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-130-099-60327	\$45.79
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-130-099-60327	\$457.92
0066264	8/16/2018	Cedar Signs	Regulatory Sign Replacements 01-130-132-60428	\$6,406.11
0066276	8/16/2018	County Wide Tree Service	Tree Removal - Kenyon Point 01-130-099-60426	\$427.39
0066281	8/16/2018	D & L Digging	Storm Sewer Repair - Palmer 01-130-099-60452	\$1,399.20
0066285	8/16/2018	Dillon Consulting	Bridge #46 - S Talbot Rd 01-130-360-71827	\$4,714.47
0066285	8/16/2018	Dillon Consulting	Bridge #503 - McCallum Dr 01-130-360-71828	\$8,887.95
0066285	8/16/2018	Dillon Consulting	Bridge #18 - Road 11 01-130-360-71825	\$8,173.59
0066287	8/16/2018	Eco Ready-Mix Inc.	Cement for Bench Installs 01-130-099-60455	\$453.10
0066287	8/16/2018	Eco Ready-Mix Inc.	Cement for Bench Installs 01-130-099-60455	\$366.84
0066288	8/16/2018	Edgewater Sewer Services Inc.	Rd 10 & N Talbot - Culvert Rep 01-130-141-60414	\$16,790.39
0066290	8/16/2018	ELK Solutions Inc.	Hookup streetlight-Victoria St 01-130-114-60413	\$198.43
0066292	8/16/2018	E.R.(Bill) Vollans Ltd.	Bush Hog - Service/Repair 01-130-099-60316	\$1,718.97
0066292	8/16/2018	E.R.(Bill) Vollans Ltd.	Pins for Bush Hog Mowers 01-130-099-60316	\$23.11
0066294	8/16/2018	Essex Free Press	Ads for Pesticide Use 01-130-118-60416	\$834.48
0066294	8/16/2018	Essex Free Press	14 Ads for Pesticides 01-130-099-60306	\$242.76



# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066294	8/16/2018	Essex Free Press	Ads for Pesticide Use 01-130-099-60306	\$242.76
0066294	8/16/2018	Essex Free Press	Ads for Pesticide Use 01-130-099-60306	\$477.95
0066294	8/16/2018	Essex Free Press	Ads for Pesticide Use 01-130-099-60306	\$485.52
0066298	8/16/2018	Fastenal Canada	Sign Hardware 01-130-132-60428	\$69.18
0066304	8/16/2018	Fluid Basics Inc	17-05 Install Snow plow sensor 01-130-122-60420	\$2,297.23
0066310	8/16/2018	Go Evo	Sign/Sidewalk Inspection 01-130-144-60438	\$1,344.15
0066310	8/16/2018	Go Evo	Sign/Sidewalk Inspection 01-130-132-60428	\$1,344.14
0066311	8/16/2018	Great Lakes Safety Products	Safety Road Closed Signs 01-130-132-60428	\$3,120.41
0066311	8/16/2018	Great Lakes Safety Products	Safety Supplies 01-130-132-60428	\$435.02
0066323	8/16/2018	Kimball Building Supplies	Posts for Street Signs 01-130-132-60428	\$2,129.37
0066324	8/16/2018	Kingsville Home Hardware	Adhesive to Fix Mirror 01-130-099-60316	\$10.17
0066324	8/16/2018	Kingsville Home Hardware	Line Painting Stencils 01-130-110-60401	\$26.44
0066324	8/16/2018	Kingsville Home Hardware	Catch Basin - Repair Wigle 01-130-141-60439	\$9.75
0066330	8/16/2018	Leamington Int. Trucks	Hose for 12-03 01-130-099-60316	\$31.50
0066330	8/16/2018	Leamington Int. Trucks	2019 Int'l Snow Plow 01-130-360-71834	\$94,996.82
0066336	8/16/2018	LSI Supply Inc	Small parts for Sweeper 01-130-110-60422	\$66.86
0066339	8/16/2018	Ernesto Marques	Physical for Licence 01-130-098-60254	\$40.00
0066340	8/16/2018	Shaun Martinho	AZ Licence Renewal /Test 01-130-098-60254	\$113.25
0066360	8/16/2018	Plant Products	Herbicide for Veg Control 01-130-118-60416	\$369.36
0066361	8/16/2018	Pollard Highway Products Ltd	Dust Control - S Talbot 01-130-138-60436	\$3,037.87
0066363	8/16/2018	Pro Bid Contractors Ltd.	Storm Sewer Repair- Hill St 01-130-099-60452	\$4,750.36
0066363	8/16/2018	Pro Bid Contractors Ltd.	CB Collapse in Driveway 01-130-141-60439	\$7,619.78
0066369	8/16/2018	Rene Blain Trucking Ltd	Bulk Cold Patch 01-130-110-60418	\$1,675.38
0066376	8/16/2018	Sam's Service Facility	11-01 Oil and Brakes 01-130-099-60316	\$245.69
0066376	8/16/2018	Sam's Service Facility	97-01 Safety & Service 01-130-099-60316	\$966.04
0066376	8/16/2018	Sam's Service Facility	10-01 Oil Leak Repair/Brakes 01-130-099-60316	\$2,660.32
0066379	8/16/2018	Shilson Excavation & Trucking I	Road Crossing - S Talbot Rd 01-130-141-60414	\$8,939.61
0066379	8/16/2018	Shilson Excavation & Trucking I	Road Side Ditching 01-130-141-60429	\$3,205.44
0066379	8/16/2018	Shilson Excavation & Trucking I	Road Side Ditching 01-130-141-60429	\$3,531.07

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066379	8/16/2018	Shilson Excavation & Trucking I	Road Side Ditching 01-130-141-60429	\$4,767.45
0066379	8/16/2018	Shilson Excavation & Trucking I	Road Side Ditching 01-130-141-60429	\$1,021.42
0066379	8/16/2018	Shilson Excavation & Trucking I	Roadside Ditching 01-130-141-60429	\$808.99
0066381	8/16/2018	Sims Publications Incorporated	Weeds Spray Ads 01-130-118-60416	\$192.33
0066381	8/16/2018	Sims Publications Incorporated	Weeds Spray Ads 01-130-118-60416	\$192.33
0066381	8/16/2018	Sims Publications Incorporated	Ads for Pesticide Use 01-130-099-60306	\$121.17
0066381	8/16/2018	Sims Publications Incorporated	Ads for Pesticide Use 01-130-099-60306	\$255.79
0066381	8/16/2018	Sims Publications Incorporated	Ads for Pesticide Use 01-130-099-60306	\$192.33
0066381	8/16/2018	Sims Publications Incorporated	Ads for Herbicide Use 01-130-099-60306	\$255.79
0066381	8/16/2018	Sims Publications Incorporated	Ads for Pesiticide Use 01-130-099-60306	\$192.33
0066383	8/16/2018	Southwestern Sales Corp. Ltd.	Gravel Shoulder Repair 01-130-138-60432	\$2,335.91
0066383	8/16/2018	Southwestern Sales Corp. Ltd.	Screenings for Shoulder Repair 01-130-138-60432	\$1,558.96
0066383	8/16/2018	Southwestern Sales Corp. Ltd.	Screenings for Shouldering 01-130-138-60432	\$595.64
0066386	8/16/2018	Southpoint Publishing Inc	May Ads 01-130-099-60306	\$576.98
0066386	8/16/2018	Southpoint Publishing Inc	June Ads 01-130-099-60306	\$1,282.17
0066386	8/16/2018	Southpoint Publishing Inc	July Ads 01-130-099-60306	\$341.91
0066389	8/16/2018	Talbot Trail Ltd	Chips for Shoulder Repair 01-130-138-60432	\$714.54
0066389	8/16/2018	Talbot Trail Ltd	Chips for Shoulder Repair 01-130-138-60432	\$743.30
0066389	8/16/2018	Talbot Trail Ltd	Chips for Shoulder Repair 01-130-138-60432	\$909.98
0066389	8/16/2018	Talbot Trail Ltd	Chips for Shoulder Repair 01-130-138-60432	\$701.72
0066392	8/16/2018	Tire Tyme	10-01 Tire Repair 01-130-099-60316	\$20.35
0066393	8/16/2018	Total Rentals	Tractor for Roadside Cutting 01-130-099-60318	\$3,592.13
0066396	8/16/2018	Truax Lumber	New Form for Benches 01-130-099-60455	\$30.86
0066396	8/16/2018	Truax Lumber	Anchors for Bench Installs 01-130-099-60455	\$13.73
0066403	8/16/2018	Waddick Fuels	Unld Gas 01-130-099-60340	\$1,160.68
0066403	8/16/2018	Waddick Fuels	Clear ULS 01-130-099-60340	\$2,295.06
0066403	8/16/2018	Waddick Fuels	Dyed ULS 01-130-099-60340	\$198.95
0066403	8/16/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,164.06
0066410	8/16/2018	Wolf Hooker Professinal Corp. 16	Esseltine Drain 01-130-360-71547	\$2,570.35

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066413	8/16/2018	Work Equipment Ltd.	Rain Cap for Trackless 01-130-099-60316	\$19.70
0066413	8/16/2018	Work Equipment Ltd.	Trackless - Repairs/Mtce 01-130-099-60316	\$421.71
0066413	8/16/2018	Work Equipment Ltd.	Trackless-Repair Axles/Brakes 01-130-099-60316	\$2,932.29
0066413	8/16/2018	Work Equipment Ltd.	Trackless - Full Service 01-130-099-60316	\$1,294.78
0066438	8/28/2018	D & L Digging	Catch Basin - 75 Rd 2W 01-130-141-60439	\$2,434.10
0066438	8/28/2018	D & L Digging	Catch Basin - 3030 Autumn Crt 01-130-141-60439	\$1,404.80
0066443	8/28/2018	Dillon Consulting	Bridge #46-Culvert Replacement 01-130-360-71827	\$1,457.28
0066443	8/28/2018	Dillon Consulting	Bridge 503-Culvert Replacement 01-130-360-71828	\$3,985.00
0066443	8/28/2018	Dillon Consulting	Bridge #18 - Rehabilitation 01-130-360-71825	\$1,701.81
0066454	8/28/2018	Fastenal Canada	Hardware for Sign Replacement 01-130-132-60428	\$45.33
0066454	8/28/2018	Fastenal Canada	Hardware for Sign Replacement 01-130-132-60428	\$69.37
0066464	8/28/2018	Kelcom Radio Division	AVL & Radios for Fleet 01-130-099-60460	\$1,440.92
0066470	8/28/2018	Shaun Martinho	PW - Staff Meeting Refreshment 01-130-098-60254	\$29.82
0066478	8/28/2018	Monarch Office Supply	Office Supplies - July 2018 01-130-099-60301	\$80.74
0066481	8/28/2018	HYDRO ONE	Combination All Streetlights 01-130-114-60412	\$1,889.18
0066481	8/28/2018	HYDRO ONE	PW Garage 01-130-099-60314	\$656.84
0066485	8/28/2018	Praxair Canada Inc.	Tank Rentals 01-130-099-60335	\$212.65
0066491	8/28/2018	Sam's Service Facility	13-05 Service and Brakes 01-130-099-60316	\$1,656.89
0066493	8/28/2018	Shepley Road Maintenance Ltd.	Road 10 Emergency repair 01-130-110-60418	\$19,854.39
0066497	8/28/2018	Southwestern Sales Corp. Ltd.	Screenings for Shouldering 01-130-138-60432	\$198.42
0066498	8/28/2018	Southwest Diesel Service Inc	15-01 Annual Safety 01-130-099-60316	\$1,050.68
0066499	8/28/2018	Talbot Trail Ltd	Chips for Gravel Road 01-130-138-60432	\$217.42
0066509	8/28/2018	Uline Shipping Supply Specialist	Safety Gloves - Stock 01-130-072-60216	\$65.89
0066510	8/28/2018	Union Gas Limited	2021 Division - Garage 01-130-099-60314	\$29.00
0066510	8/28/2018	Union Gas Limited	2021 Division Rd N - PW Garage 01-130-099-60314	\$22.11
0066513	8/28/2018	Waddick Fuels	Clear ULS 01-130-099-60340	\$2,131.02
0066513	8/28/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,231.67
0066513	8/28/2018	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,173.55

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department</b>			<b>130</b>	<b>\$279,214.78</b>
<u>131</u>	-			
0066295	8/16/2018	Essex-Windsor Solid Waste	Garbage Disposal - June 2018 01-131-400-60370	\$19,313.56
0066295	8/16/2018	Essex-Windsor Solid Waste	Yard Waste - June 2018 01-131-400-60370	\$2,882.49
0066409	8/16/2018	Windsor Disposal Services Ltd.	Waste Collection August 01-131-400-60380	\$42,461.80
0066409	8/16/2018	Windsor Disposal Services Ltd.	Waste Collection - Cottam Mini 01-131-400-60380	\$231.17
0066409	8/16/2018	Windsor Disposal Services Ltd.	Waste Collection - Crystal Apt 01-131-400-60380	\$231.17
0066452	8/28/2018	Essex-Windsor Solid Waste	Fixed Costs - July 2018 01-131-400-60370	\$35,001.00
0066452	8/28/2018	Essex-Windsor Solid Waste	White Goods - Apr - June 2018 01-131-400-60381	\$947.39
0066452	8/28/2018	Essex-Windsor Solid Waste	Yard Waste - July 2018 01-131-400-60370	\$1,897.74
0066452	8/28/2018	Essex-Windsor Solid Waste	Waste Disposal - July 2018 01-131-400-60370	\$18,363.21
0066516	8/28/2018	Windsor Disposal Services Ltd.	Yardwaste Collection - July 20 01-131-400-60382	\$3,512.92
0066516	8/28/2018	Windsor Disposal Services Ltd.	Waste Collection - Arena 01-131-400-60380	\$30.53
<b>Total For Department</b>			<b>131</b>	<b>\$124,872.98</b>
<u>151</u>	-			
0066227	8/14/2018	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$20.53
0066265	8/16/2018	Cedar Creek Landscaping	Grass Cutting July 2018 01-151-072-60120	\$6,021.00
0066265	8/16/2018	Cedar Creek Landscaping	Grass Cutting - June 2018 01-151-072-60120	\$5,801.00
0066445	8/28/2018	Economy Rental Centre	Cottam Cemetery - Mtce 01-151-099-60337	\$347.80
0066510	8/28/2018	Union Gas Limited	Mill St Cemetery 01-151-099-60314	\$24.97
<b>Total For Department</b>			<b>151</b>	<b>\$12,215.30</b>
<u>170</u>	-			
0066225	8/14/2018	Allstream Business Inc	Arena/Carnegie Elevator 01-170-099-60327	\$41.00
0066225	8/14/2018	Allstream Business Inc	Arena - Fax/Debit 01-170-099-60327	\$82.07

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-170-099-60327	\$450.00
0066239	8/16/2018	AGO Industries Inc.	Staff Uniform 01-170-072-60216	\$174.96
0066239	8/16/2018	AGO Industries Inc.	Uniforms 01-170-072-60216	\$225.96
0066245	8/16/2018	Athletica Sport Systems	Supplies for net room gate 01-170-099-60315	\$2,419.25
0066258	8/16/2018	Katrina Burkhart	Deposit Refund for June 10 01-170-006-12063	\$250.00
0066268	8/16/2018	Cintas Canada Limited	Mats - Arena 01-170-099-60315	\$48.80
0066268	8/16/2018	Cintas Canada Limited	Mats - Arena 01-170-099-60315	\$48.80
0066271	8/16/2018	Cogeco	1741 Jasperson 01-170-099-60327	\$102.43
0066280	8/16/2018	Culligan Water	Water Cooler - Arena 01-170-099-60315	\$27.95
0066291	8/16/2018	Erie North Shore Minor Hockey	P2P Forms 26 27 57 68 69 01-170-000-15000	\$2,925.00
0066324	8/16/2018	Kingsville Home Hardware	Gloves 01-170-099-60315	\$8.97
0066324	8/16/2018	Kingsville Home Hardware	Canteen Keys 01-170-099-60315	\$6.57
0066324	8/16/2018	Kingsville Home Hardware	Facility Mtce 01-170-099-60315	\$15.48
0066324	8/16/2018	Kingsville Home Hardware	Supplies 01-170-099-60335	\$71.47
0066324	8/16/2018	Kingsville Home Hardware	Batteries 01-170-099-60335	\$8.99
0066324	8/16/2018	Kingsville Home Hardware	Fence Posts 01-170-099-60315	\$16.98
0066324	8/16/2018	Kingsville Home Hardware	Rink Boards 01-170-099-60315	\$39.72
0066324	8/16/2018	Kingsville Home Hardware	Arena Boards 01-170-099-60315	\$18.19
0066324	8/16/2018	Kingsville Home Hardware	Supplies 01-170-099-60335	\$33.98
0066333	8/16/2018	Linde Canada Limited 15687	Rental Charges 01-170-099-60315	\$88.96
0066341	8/16/2018	Mark's Commercial	Work Boots - T Vourakes 01-170-072-60216	\$224.99
0066345	8/16/2018	Merchant Paper Company	Shop Supplies 01-170-099-60335	\$268.90
0066355	8/16/2018	Orkin Canada Corporation	Pest Control 01-170-099-60315	\$87.50
0066377	8/16/2018	Sarah Parks Horsemanship	P2P Form 72 01-170-000-15000	\$488.16
0066394	8/16/2018	Tri-County Copiers Plus	Copies 01-170-099-60301	\$73.86
0066396	8/16/2018	Truax Lumber	Net Room Gate 01-170-099-60315	\$16.07
0066396	8/16/2018	Truax Lumber	Arena Boards 01-170-099-60315	\$11.99
0066396	8/16/2018	Truax Lumber	Arena Boards 01-170-099-60315	\$109.71
0066396	8/16/2018	Truax Lumber	Arena Gate 01-170-099-60315	\$40.14

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066396	8/16/2018	Truax Lumber	Rink Boards 01-170-099-60315	\$27.08
0066397	8/16/2018	Universal Doors Sales & Service	Garage Door 01-170-099-60315	\$125.00
0066403	8/16/2018	Waddick Fuels	P&R - Dyed ULS 01-170-099-60340	\$302.03
0066420	8/28/2018	AGO Industries Inc.	Employee Clothing 01-170-072-60216	\$497.22
0066426	8/28/2018	Black & McDonald Limited	Compressor Repair 01-170-099-60316	\$2,922.61
0066429	✖ 8/28/2018	Jodi Brush	P2P Forms 81 & 85 01-170-000-15000	\$990.00
0066430	8/28/2018	BSM Technologies Ltd (formerly	P&R - Fleet Tracking 01-170-099-60327	\$47.50
0066431	8/28/2018	Cintas Canada Limited	Mats - Arena 01-170-099-60315	\$48.80
0066446	8/28/2018	Empire Communications	Door Repair 01-170-099-60315	\$170.26
0066447	✖ 8/28/2018	Erie North Shore Minor Hockey	P2P Form 59 01-170-000-15000	\$450.00
0066463	8/28/2018	Jet Ice	Ice Paint 01-170-099-60315	\$721.79
0066466	8/28/2018	Laser Art Inc.	Clothing 01-170-072-60216	\$418.07
0066471	8/28/2018	Mark's Commercial	WorkBoots - R Brydges 01-170-072-60216	\$161.98
0066473	8/28/2018	Merchant Paper Company	Gloves 01-170-099-60335	\$16.14
0066473	8/28/2018	Merchant Paper Company	Arena - Supplies 01-170-099-60335	\$303.60
0066473	8/28/2018	Merchant Paper Company	Arena - Shop Supplies 01-170-099-60335	\$584.55
0066478	8/28/2018	Monarch Office Supply	Office Supplies - July 2018 01-170-099-60301	\$29.12
0066481	8/28/2018	HYDRO ONE	Arena Complex 01-170-099-60314	\$7,043.20
0066485	8/28/2018	Praxair Canada Inc.	Compressed Gas Cylinder 01-170-099-60318	\$208.97
0066492	✖ 8/28/2018	Sarah Parks Horsemanship	P2P Form 63 01-170-000-15000	\$355.95
0066505	8/28/2018	Troy Life & Fire Safety Ltd.	Extinguisher Recharge 01-170-099-60347	\$70.00
0066506	8/28/2018	TSC Stores L.P.	Belt Drive 01-170-099-60316	\$559.99
0066507	✖ 8/28/2018	TSC 2005 Girls OPDL	c/o Julie Bryers (Teagan) 01-170-000-15000	\$1,597.50
0066508	✖ 8/28/2018	UK Soccer (formerly VK Soccer	P2P Form 066 01-170-000-15000	\$108.00
0066510	8/28/2018	Union Gas Limited	1741 Jasperson Lane 01-170-099-60314	\$205.07
0066514	8/28/2018	Warkentin Plumbing	Toilet Repair 01-170-099-60315	\$127.70
0066518	8/28/2018	KELLY WOLTERS	PC - Laptop Bag 01-170-099-60315	\$50.71

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department 170</b>				<b>\$26,569.69</b>
<u>171</u>	-			
0066225	8/14/2018	Allstream Business Inc	Arena/Carnegie Elevator 01-171-171-60327	\$47.98
0066225	8/14/2018	Allstream Business Inc	Park Pavillion 01-171-155-60327	\$44.30
0066225	8/14/2018	Allstream Business Inc	Lions Hall 01-171-159-60327	\$41.00
0066227	8/14/2018	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$16.71
0066227	8/14/2018	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$17.12
0066227	8/14/2018	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$19.04
0066227	8/14/2018	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$21.64
0066227	8/14/2018	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$419.01
0066227	8/14/2018	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$540.22
0066227	8/14/2018	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$257.35
0066227	8/14/2018	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$323.05
0066227	8/14/2018	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$449.29
0066227	8/14/2018	E.L.K. Energy Inc	169 Cty Rd 34W (Cottam Rotary) 01-171-099-60314	\$85.52
0066232	8/14/2018	Town of Kingsville (water)	122 Fox - Ridgeview Park 01-171-176-60314	\$146.40
0066232	8/14/2018	Town of Kingsville (water)	Fox St - Red Workshed 01-171-176-60314	\$59.00
0066232	8/14/2018	Town of Kingsville (water)	122 Fox St 01-171-173-60314	\$327.75
0066232	8/14/2018	Town of Kingsville (water)	124 Fox St - Splash Pad 01-171-176-60314	\$2,864.65
0066233	8/14/2018	Union Gas Limited	315 Queen St 01-171-155-60314	\$24.73
0066234	8/16/2018	1797465 Ontario Limited	Port Rentals - Soccer/Marina 01-171-099-60318	\$559.68
0066247	8/16/2018	B&T Waechter Holdings Ltd (Cc	Batteries 01-171-176-60315	\$119.99
0066248	8/16/2018	Alan Batke	HS-Plants-Maidstone Tree Farm 01-171-150-60344	\$436.04
0066248	8/16/2018	Alan Batke	HS-Plants - Vesey Seeds Ltd 01-171-150-60344	\$454.00
0066257	8/16/2018	BSM Technologies Ltd (formerly	P&R - Fleet Tracking 01-171-099-60327	\$48.34
0066260	8/16/2018	Capogna Flowers Inc.	HS - Flowers 01-171-150-60344	\$46.81
0066265	8/16/2018	Cedar Creek Landscaping	P&R Grass Cutting - July 2018 01-171-072-60120	\$5,769.79

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066266	8/16/2018	Christine Childs	HS-Supplies;Wheelbarrow Repair 01-171-150-60344	\$34.70
0066268	8/16/2018	Cintas Canada Limited	Mats - BIA 01-171-171-60315	\$62.73
0066275	8/16/2018	Cottam Soccer Association	Soccer Net - Shared Cost 01-171-177-60315	\$143.93
0066276	8/16/2018	County Wide Tree Service	Tree Removal - Lakeside Park 01-171-099-60339	\$1,302.53
0066289	8/16/2018	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$403.19
0066292	8/16/2018	E.R.(Bill) Vollans Ltd.	13-01 Oil Leak 01-171-099-60316	\$790.33
0066292	8/16/2018	E.R.(Bill) Vollans Ltd.	Supply for Line Trimmer 01-171-099-60316	\$25.26
0066296	8/16/2018	Essex County Locksmiths	Re-key Ridgeview Buildings 01-171-176-60315	\$380.00
0066296	8/16/2018	Essex County Locksmiths	Keys for Cottam Hall 01-171-176-60315	\$55.00
0066311	8/16/2018	Great Lakes Safety Products	Safety Supplies 01-171-099-60315	\$435.02
0066312	8/16/2018	Grossi Plumbing & Heating	Splash Pad Maintenance 01-171-176-60315	\$627.69
0066322	8/16/2018	Kelcom Telemessaging	BIA - Emerg Elevator Line 01-171-171-60315	\$27.42
0066324	8/16/2018	Kingsville Home Hardware	Gloves 01-171-099-60335	\$20.29
0066324	8/16/2018	Kingsville Home Hardware	Splash Pad Parts 01-171-176-60315	\$36.69
0066324	8/16/2018	Kingsville Home Hardware	Repair to Flower Pots 01-171-099-60315	\$13.55
0066324	8/16/2018	Kingsville Home Hardware	Repair to Flower Pots 01-171-099-60315	\$5.98
0066324	8/16/2018	Kingsville Home Hardware	Shop Supplies 01-171-099-60335	\$66.48
0066324	8/16/2018	Kingsville Home Hardware	Supplies for Lakeside 01-171-155-60315	\$60.95
0066324	8/16/2018	Kingsville Home Hardware	Supplies for Lakeside 01-171-155-60315	\$56.37
0066324	8/16/2018	Kingsville Home Hardware	Shop Supplies 01-171-099-60335	\$30.49
0066324	8/16/2018	Kingsville Home Hardware	Duck Boxes 01-171-099-60315	\$46.70
0066324	8/16/2018	Kingsville Home Hardware	Fix Playground Equipment 01-171-099-60315	\$7.81
0066324	8/16/2018	Kingsville Home Hardware	Posts 01-171-099-60315	\$135.10
0066324	8/16/2018	Kingsville Home Hardware	York Park 01-171-099-60315	\$27.35
0066324	8/16/2018	Kingsville Home Hardware	Playground Equipment Repair 01-171-099-60349	\$3.30
0066332	8/16/2018	Limelight & Electric	Library Lights 01-171-175-60315	\$170.35
0066359	8/16/2018	Playpower Lt Canada Inc.	Santos - Equipment & Install 01-171-360-71843	\$58,905.88
0066359	8/16/2018	Playpower Lt Canada Inc.	Santos - Hardware 01-171-360-71843	\$85.13
0066360	8/16/2018	Plant Products	Control Products 01-171-099-60315	\$267.96



# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066360	8/16/2018	Plant Products	Horitculture Spray Application 01-171-099-60337	\$247.34
0066360	8/16/2018	Plant Products	Week Killer 01-171-176-60337	\$390.00
0066368	8/16/2018	Reliance Home Comfort	24 Mill St - Lions Hall 01-171-159-60314	\$24.00
0066373	8/16/2018	Larry Rocheleau	Mileage 01-171-099-60400	\$60.30
0066375	8/16/2018	Ruthven Nursery & Garden Cen	Mulch 01-171-099-60337	\$101.76
0066375	8/16/2018	Ruthven Nursery & Garden Cen	Mulch 01-171-099-60337	\$152.64
0066379	8/16/2018	Shilson Excavation & Trucking I	Top Soil 01-171-176-60337	\$149.00
0066396	8/16/2018	Truax Lumber	Paint 01-171-099-60315	\$16.26
0066400	8/16/2018	Vertechs Elevators Ontario Inc.	Elevator Mtce 01-171-171-60315	\$330.72
0066402	8/16/2018	Panayiotakys Vourakes	Supplies for Ridgeview 01-171-176-60315	\$38.42
0066403	8/16/2018	Waddick Fuels	P&R - Dyed ULS 01-171-099-60340	\$187.48
0066405	8/16/2018	Warkentin Plumbing	Materials for Repair 01-171-159-60315	\$11.59
0066413	8/16/2018	Work Equipment Ltd.	Trackless - Repairs/Mtce 01-171-099-60316	\$421.72
0066413	8/16/2018	Work Equipment Ltd.	Trackless-Repair Axles/Brakes 01-171-099-60316	\$2,932.29
0066413	8/16/2018	Work Equipment Ltd.	Trackless - Full Service 01-171-099-60316	\$1,294.78
0066418	8/28/2018	1797465 Ontario Limited	Sanitation Tanks 01-171-099-60315	\$305.28
0066418	8/28/2018	1797465 Ontario Limited	Port Rental - Mettawas Park 01-171-099-60318	\$106.85
0066433	8/28/2018	CnR Landscape	Trimming of Ditches 01-171-072-60120	\$3,001.92
0066434	8/28/2018	Cogeco	37 Beech St 01-171-172-60327	\$55.92
0066436	8/28/2018	County Wide Tree Service	Tree Removal - Cedar Island 01-171-099-60339	\$915.84
0066448	8/28/2018	Ernie's TV and Appliances	Rack for oven 01-171-155-60315	\$47.25
0066449	8/28/2018	E.R.(Bill) Vollans Ltd.	P&R - Equipment Repair 01-171-099-60316	\$87.91
0066449	8/28/2018	E.R.(Bill) Vollans Ltd.	Trimmer Repair 01-171-099-60316	\$50.51
0066449	8/28/2018	E.R.(Bill) Vollans Ltd.	Equipment Repair 01-171-099-60316	\$67.11
0066453	8/28/2018	Essex County Library	Library Utilities - Q2 01-171-175-60314	\$506.30
0066459	8/28/2018	Henderson Recreation Equipme	Play Structure - Prince Albert 01-171-360-71844	\$58,674.59
0066468	8/28/2018	Limelight & Electric	Light Bulbs 01-171-175-60315	\$68.66
0066468	8/28/2018	Limelight & Electric	Light Bulbs 01-171-159-60315	\$37.41
0066481	8/28/2018	HYDRO ONE	23741 Jasperson Lane 01-171-177-60314	\$208.90

**Town of Kingsville  
 Council Summary Report**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Cheque Amount</b>
0066481	8/28/2018	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$31.09
0066484	8/28/2018	Playpower Lt Canada Inc.	Planter Receptacle 01-171-099-60315	\$1,112.28
0066486	8/28/2018	Practica	Pick Up Bags 01-171-099-60335	\$293.81
0066490	8/28/2018	R. Moir Cleaning Service	Cleaning - Unico 01-171-172-60315	\$400.00
0066491	8/28/2018	Sam's Service Facility	14-03 Service 01-171-099-60316	\$64.57
0066491	8/28/2018	Sam's Service Facility	10-02 Radio Repair 01-171-099-60316	\$1,638.54
0066496	8/28/2018	SMR Engines Inc.	Equipment Repair 01-171-099-60316	\$185.20
0066500	8/28/2018	Tamar Building Products	Siding & Screws 01-171-176-60315	\$93.54
0066510	8/28/2018	Union Gas Limited	122 Fox St 01-171-173-60314	\$50.30
0066510	8/28/2018	Union Gas Limited	124 Fox St 01-171-176-60314	\$21.00
0066510	8/28/2018	Union Gas Limited	37 Beech St 01-171-172-60314	\$33.73
0066510	8/28/2018	Union Gas Limited	28 Division St S 01-171-171-60314	\$21.37
0066510	8/28/2018	Union Gas Limited	21 Mill St - Lions Hall 01-171-159-60314	\$21.73
0066510	8/28/2018	Union Gas Limited	315 Queen St 01-171-155-60314	\$29.98
0066512	8/28/2018	Panayiotakys Vourakes	Mileage 01-171-099-60400	\$58.44
0066514	8/28/2018	Warkentin Plumbing	Plumbing Repair 01-171-159-60315	\$107.27

**Total For Department 171 \$152,023.19**

173 -

0066225	8/14/2018	Allstream Business Inc	599 Cedar Dr - Boat Ramp 01-173-099-60327	\$44.30
0066324	8/16/2018	Kingsville Home Hardware	Water Hose Repair 01-173-099-60315	\$9.18
0066324	8/16/2018	Kingsville Home Hardware	Cleaner for Washrooms 01-173-099-60315	\$2.99
0066324	8/16/2018	Kingsville Home Hardware	Freshners for Kiosk 01-173-099-60315	\$8.96
0066324	8/16/2018	Kingsville Home Hardware	Marina Keys 01-173-099-60315	\$6.57
0066324	8/16/2018	Kingsville Home Hardware	Part 01-173-099-60335	\$10.99
0066350	8/16/2018	M.W.H. Petroleum Equipment	Marina Testing - Fuel Pumps 01-173-099-60315	\$945.66
0066403	8/16/2018	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$4,241.31
0066403	8/16/2018	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$1,145.62

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066403	8/16/2018	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$1,946.79
0066403	8/16/2018	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$2,578.52
0066403	8/16/2018	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$2,185.57
0066481	8/28/2018	HYDRO ONE	Cedar Beach Marina - West Dock 01-173-099-60314	\$48.91
0066481	8/28/2018	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$100.77
0066481	8/28/2018	HYDRO ONE	Cedar Island Boat Slips 01-173-099-60314	\$580.77
0066481	8/28/2018	HYDRO ONE	Boat Ramp 599 Cedar Island 01-173-099-60314	\$47.88
0066521	8/28/2018	XPlornet Communications Inc	Equipment Rental 01-173-099-60327	\$49.99

**Total For Department 173 \$13,954.78**

174 -

0066371	*	8/16/2018	Doris Rice	Refund - Mig Fest Vendor Fee 01-174-066-41272	\$44.25
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**Total For Department 174 \$44.25**

175 -

0066335		8/16/2018	Loblaw Inc.	Marshmallows 01-175-099-60628	\$10.16
0066335		8/16/2018	Loblaw Inc.	Movies on the Beach 01-175-099-60628	\$82.34
0066381		8/16/2018	Sims Publications Incorporated	Royal Tea Ad 01-175-099-60632	\$96.67
0066386		8/16/2018	Southpoint Publishing Inc	June Ads 01-175-099-60628	\$228.96
0066479		8/28/2018	Monteith Brown Planning Const	Master Plan Update 01-175-360-71851	\$7,523.17
0066517		8/28/2018	Windsor Symphony Orchestra	Summer Concert - Mettawas Park 01-175-099-60628	\$508.80
0066518		8/28/2018	KELLY WOLTERS	PC - Older Adults Tea Supplies 01-175-099-60632	\$39.94
0066518		8/28/2018	KELLY WOLTERS	PC - Movies on the Beach 01-175-099-60628	\$42.28

**Total For Department 175 \$8,532.32**

178 -

0066457		8/28/2018	Glos Associates Inc	Kings Landing 01-178-360-71630	\$2,436.13
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# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066457	8/28/2018	Glos Associates Inc	Kings Landing-Additional Costs 01-178-360-71630	\$600.38
<b>Total For Department 178</b>				<b>\$3,036.51</b>
<u>180</u>	-			
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 01-180-099-60327	\$45.79
0066256	8/16/2018	Robert Brown (Employee)	Head Set Battery 01-180-099-60317	\$51.89
0066294	8/16/2018	Essex Free Press	5yr OP Open House Notice 01-180-099-60306	\$728.28
0066338	✕ 8/16/2018	Marcovecchio Construction	Rfnd Zoning Application 01-180-062-40680	\$1,200.00
0066364	8/16/2018	Purolator Courier Service	Courier Fees 01-180-099-60305	\$29.22
0066381	8/16/2018	Sims Publications Incorporated	5yr OP Open House Ads 01-180-099-60306	\$343.62
0066386	8/16/2018	Southpoint Publishing Inc	July Ads 01-180-099-60306	\$793.73
0066520	8/28/2018	WSP Canada Group Limited	5 Year OP Review 01-180-360-71742	\$2,712.82
<b>Total For Department 180</b>				<b>\$5,905.35</b>
<u>181</u>	-			
0066226	8/14/2018	Bell Canada	BIA - Phone 01-181-099-60327	\$103.05
0066238	8/16/2018	Advance Business Systems	BIA Copies 01-181-099-60301	\$124.76
0066249	8/16/2018	Christina Bedal	Mileage 01-181-170-60839	\$56.96
0066249	8/16/2018	Christina Bedal	Mileage 01-181-099-60317	\$14.86
0066250	8/16/2018	Bell Canada	BIA - Internet 01-181-099-60327	\$32.56
0066269	8/16/2018	Cindy's Home and Garden	2018 Flowers #2 01-181-170-60839	\$10,175.99
0066294	8/16/2018	Essex Free Press	Sidewalk Sales 01-181-099-60306	\$276.14
0066309	8/16/2018	Global Leasing	BIA Copier 01-181-099-60301	\$358.77
0066372	8/16/2018	RKM Awards & Promotional Prc	Honour Awards 01-181-099-60306	\$30.53
0066381	8/16/2018	Sims Publications Incorporated	BIA Subscription Renewal 01-181-099-60320	\$51.97
0066422	8/28/2018	Arts Society of Kingsville	Donation for Culture Days 01-181-099-60317	\$100.00
0066424	8/28/2018	Christina Bedal	Sidewalk Sales Ad 01-181-099-60306	\$172.99
0066424	8/28/2018	Christina Bedal	26 Snacks for Board Meeting 01-181-099-60317	\$8.85

**Town of Kingsville  
Council Summary Report**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Cheque Amount</b>
0066424	8/28/2018	Christina Bedal	Storage Bags for Basement 01-181-099-60317	\$12.26
0066424	8/28/2018	Christina Bedal	Explore Pelee Meeting 01-181-099-60317	\$15.00
0066432	8/28/2018	Cindy's Home and Garden	2018 Flowers #3 01-181-170-60839	\$4,579.20
<b>Total For Department 181</b>				<b>\$16,113.89</b>
<u>184</u>	-			
0066314	8/16/2018	Hall Telecommunications Suppl	Textnet 01-184-099-63300	\$172.99
<b>Total For Department 184</b>				<b>\$172.99</b>
<u>185</u>	-			
0066250	8/16/2018	Bell Canada	BIA - Toll Free 01-185-099-60327	\$12.17
0066387	8/16/2018	Speedprint Inc.	Save the Date Cards KEDC 01-185-099-63113	\$74.39
<b>Total For Department 185</b>				<b>\$86.56</b>
<u>186</u>	-			
0066254	8/16/2018	Veronica Brown	Research Assistant 01-186-099-63200	\$420.00
0066494	8/28/2018	Sims Publications Incorporated	Intention to Designate 01-186-099-60306	\$391.78
<b>Total For Department 186</b>				<b>\$811.78</b>
<u>201</u>	-			
0066231	8/14/2018	Telus Mobility	Cell Phones - July 2018 02-201-099-60327	\$320.54
0066237 ✕	8/16/2018	Action Hobbies Kingsville	Refund on Final 02-201-006-12067	\$30.04
0066243 ✕	8/16/2018	Tammy Antunes	Refund on Final 02-201-006-12067	\$54.44
0066246 ✕	8/16/2018	Azar Homes	Refund of Water Meter#10000401 02-201-066-41268	\$335.00
0066259	8/16/2018	Canada Post Corporation	GN Water & Arrears 02-201-099-60303	\$1,665.97
0066305 ✕	8/16/2018	Hadley Russell Fox	Refund on Final 02-201-006-12067	\$97.72
0066321	8/16/2018	Jireh Tools	2 Battery Charger/Ext Cord 02-201-099-60357	\$204.54

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066324	8/16/2018	Kingsville Home Hardware	Anchors for MXUs 02-201-099-63015	\$4.06
0066324	8/16/2018	Kingsville Home Hardware	17-01 Repair Tire 02-201-099-60316	\$13.22
0066325	8/16/2018	KTI Limited	Smart Points 02-201-099-63015	\$2,445.29
0066325	8/16/2018	KTI Limited	Smart Points 02-201-099-63015	\$9,781.16
0066354	8/16/2018	Ontario One Call	Notifications - July 2018 02-201-099-63020	\$297.28
0066363	8/16/2018	Pro Bid Contractors Ltd.	Asphalt Repairs - Main Breaks 02-201-099-60418	\$7,608.59
0066363	8/16/2018	Pro Bid Contractors Ltd.	Main Break Restoration - Sumac 02-201-099-60418	\$4,057.17
0066363	8/16/2018	Pro Bid Contractors Ltd.	Water Service - 3089 Seacliff 02-201-099-63025	\$6,352.87
0066363	8/16/2018	Pro Bid Contractors Ltd.	Water Service 1544 Heritage 02-201-099-63025	\$4,704.36
0066376	8/16/2018	Sam's Service Facility	06-02 Compressor/Pulleys 02-201-099-60316	\$1,520.50
0066376	8/16/2018	Sam's Service Facility	08-02 Oil Change/Brakes/Plugs 02-201-099-60316	\$815.39
0066376	8/16/2018	Sam's Service Facility	06-01 Safety/Fuel Tank/Brakes 02-201-099-60316	\$4,691.69
0066394	8/16/2018	Tri-County Copiers Plus	Replace Env Printer 02-201-099-60302	\$396.85
0066411	8/16/2018	Wolseley Canada Inc	Main Break CR 31@ CR 18 02-201-099-63030	\$1,138.59
0066411	8/16/2018	Wolseley Canada Inc	Sample Station Repair - CR34 02-201-099-63040	\$2,019.93
0066411	8/16/2018	Wolseley Canada Inc	Stock Service Saddles 02-201-099-63025	\$129.60
0066412 *	8/16/2018	Peter Wolfe	Refund on Final 02-201-006-12067	\$101.14
0066414	8/16/2018	WWOTC	Water Training-Steve/Matt 02-201-098-60254	\$915.84
0066419 *	8/28/2018	2322375 Ontario Ltd	Refund Overpayment 02-201-006-12067	\$480.00
0066421 *	8/28/2018	All Temp Foods Ltd	Refund Payment Error 02-201-006-12067	\$11,426.44
0066437 *	8/28/2018	Kristina Cross	Refund on Final 02-201-006-12067	\$65.42
0066456	8/28/2018	Gillett Sheet Metal Inc.	Mount for Meter Reading Equip 02-201-099-60317	\$376.51
0066458 *	8/28/2018	Carol Gomez	Refund on Final 02-201-006-12067	\$10.29
0066460	8/28/2018	Hurricane SMS Inc	Watermain Break - CR 18&31 02-201-099-63030	\$1,200.77
0066460	8/28/2018	Hurricane SMS Inc	Leaky Water Service - CR 20 02-201-099-63025	\$1,424.64
0066465 *	8/28/2018	Denica Koleva	Refund on Final 02-201-006-12067	\$213.43
0066470	8/28/2018	Shaun Martinho	ENV Staff Meeting Refreshments 02-201-098-60254	\$29.82
0066483	8/28/2018	Andrew Plancke	WOWWW Conference Reg 02-201-098-60254	\$175.00
0066487	8/28/2018	Pro Bid Contractors Ltd.	Watermain Break - CR 18 & 31 02-201-099-63030	\$5,080.87

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0066495 *	8/28/2018	Judith Elizabeth Simons	Refund on Final 02-201-006-12067	\$275.50
0066497	8/28/2018	Southwestern Sales Corp. Ltd.	Watermain Break CR 18& 31 02-201-099-63030	\$1,013.11
0066506	8/28/2018	TSC Stores L.P.	Road Repair Supplies 02-201-099-60418	\$187.57
<b>Total For Department 201</b>				<b>\$71,661.15</b>
<b>242</b>	-			
0066227	8/14/2018	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$143.83
0066227	8/14/2018	E.L.K. Energy Inc	Bernath Pump Stn 02-242-099-60314	\$26.48
0066227	8/14/2018	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$675.11
0066227	8/14/2018	E.L.K. Energy Inc	67 Heritage - Sewage 2 02-242-099-60314	\$566.25
0066230	8/14/2018	HYDRO ONE	18 Hwy Lane - Sewage Lagoon 02-242-099-60314	\$36.91
0066263	8/16/2018	Cecil Bailey Excavating Inc	Emerg Sewer Repair - Elm St 02-242-099-64368	\$1,841.85
0066281	8/16/2018	D & L Digging	Sewer Repair - 122 McCallum 02-242-320-64365	\$1,259.79
0066353	8/16/2018	Ontario Clean Water Agency	Union Gas 02-242-099-60314	\$166.77
0066353	8/16/2018	Ontario Clean Water Agency	2017 Reconciliation 02-242-320-64360	\$33,755.39
0066353	8/16/2018	Ontario Clean Water Agency	CWWF Funding Project 02-242-360-71865	\$37,593.42
0066353	8/16/2018	Ontario Clean Water Agency	CWWF Funding Project 02-242-360-71866	\$53,279.58
0066353	8/16/2018	Ontario Clean Water Agency	Operations & Maintenance 02-242-320-64360	\$81,052.65
0066363	8/16/2018	Pro Bid Contractors Ltd.	Stone for Gravel Rds & Lagoons 02-242-099-60315	\$3,394.71
0066481	8/28/2018	HYDRO ONE	1460 Road 2E Pump 02-242-099-60314	\$576.71
0066481	8/28/2018	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$68.90
0066481	8/28/2018	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$123.90
0066481	8/28/2018	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$61.18
0066481	8/28/2018	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$199.81
0066481	8/28/2018	HYDRO ONE	1902 Heritage Rd Pump 5 02-242-099-60314	\$42.70
0066481	8/28/2018	HYDRO ONE	Forcmain Over Bridge 02-242-099-60314	\$26.89
0066481	8/28/2018	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$14,388.38

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department 242</b>				<b>\$229,281.21</b>
<b><u>243</u></b>	-			
0066227	8/14/2018	E.L.K. Energy Inc	168 Cty Rd 27N 02-243-099-60314	\$250.33
0066227	8/14/2018	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$97.20
0066227	8/14/2018	E.L.K. Energy Inc	16 Whitewood (Behind) 02-243-328-64365	\$32.75
0066227	8/14/2018	E.L.K. Energy Inc	168 Cty Rd 27N - Lagoon 02-243-099-60314	\$89.77
0066228	8/14/2018	Gosfield North Communications	Pump House Alarm 02-243-099-60327	\$48.15
0066353	8/16/2018	Ontario Clean Water Agency	2017 Reconciliation 02-243-320-64360	-\$2,616.69
0066353	8/16/2018	Ontario Clean Water Agency	CWWF Funding Project 02-243-360-71867	\$3,886.38
0066353	8/16/2018	Ontario Clean Water Agency	Operations & Maintenance 02-243-320-64360	\$5,924.21
<b>Total For Department 243</b>				<b>\$7,712.10</b>
* Note GST Rebate details are omitted, but are included in the totals				<b>\$1,668,819.95</b>





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

**Date:** August 31, 2018  
**To:** Mayor and Council  
**Author:** M. Durocher  
**RE:** Significant Status Requests for remainder of 2018  
**Report No.:** PR-10-2018

---

## **AIM**

**Designation of the 2018 Events as “events of municipal significance” for the purposes of the application with the AGCO for a Special Occasions Permit**

## **BACKGROUND**

In 2018, we have six events, which will be taking place that require Significant Event status in order to obtain an SOP. AGCO regulations stipulate that council or their designated authority have to designate events as “An Event of Municipal Significance” in order to qualify for a special occasions permit.

## **DISCUSSION**

This year we have a number of new events, which will be taking place during the last quarter of the year that will require Municipal Event status in order to qualify for a special occasions permit.

Date	Event	Organizer
September 22	Older Adults Dinner Dance	55+ committee
October 5	Carnegie Social	86”d Catering
October 19	Trivia Night	55+ committee
November 4	Music Express Concert	Parks and Recreation Dept.
December 1&2	Sip and Shop	Fantasy of Lights
December 5	Christmas Concert	Parks and Recreation Dept.

## **LINK TO STRATEGIC PLAN**

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

## **FINANCIAL CONSIDERATIONS**

All of these events lead to increased Tourism and Economic growth in the Town of Kingsville

## **CONSULTATIONS**

Peggy Van Mierlo West-CAO

## **RECOMMENDATION**

That council authorize Significant Event status for the identified events, and furthermore that council authorize administration to author a recommendation for Significant Status for these events to secure a special occasion's permit for each.

*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



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

**Date:** July 10, 2018  
**To:** Mayor and Council  
**Author:** G.A. Plancke – Director of Municipal Services  
**RE:** Road Use Encroachment Agreement – Mastron Enterprises Inc.  
**Report No.:** MS 2018 - 26

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## **AIM**

To inform and recommend to council that the Town enter into a Road Use Encroachment Agreement with Mastron Enterprises Inc. for the purpose of constructing, and maintaining a Private Sewage Line within Town road allowances to service Mastron Enterprises Inc. located at 2100 Road 4 E (CR 18) , and to recommend that the Town enter into an Agreement with the Province of Ontario for permission to cross the Kings Hwy # 3 road allowance for the purpose of placing infrastructure.

## **BACKGROUND**

The owners of Mastron Enterprises Inc. retained N.J. Peralta Engineering to design and draft plans for a new Private Sewage Line to support their current and planned expansion to their operation as part of their amended site plan. (See attached plan E17-104).

Their intention is to run two (2) 3" (75mmm) sewage force mains from their site westerly along Road 4 E turning south through the Town easement, under Hwy # 3 to Spinks Dr. then heading west on Road 3 E to the intersection of Road 3 E and Dimar Dr. where the force mains will connect to the top end of the municipal sanitary sewer system. A running distance of approximately 2800m.

## **DISCUSSION**

Mastron Enterprises is currently dealing with a significant sewage capacity issue. Their combined septic systems are operating well beyond design capacity and have been advised by the M.O.E.C.C. to prepare a mitigation strategy as they are operating outside of their current Environmental Compliance Approval (ECA). They have explored various options for onsite treatment, and have concluded that pumping their sewage into the Town sanitary sewer system is the most practical and cost effective strategy in order to comply with provincial regulation. In order to facilitate, and accommodate a new Private Sewage Line within the municipal road allowance, a Road Use Encroachment Agreement is required between the Town and Mastron Enterprises Inc. in order to place private infrastructure within the public (Town) road allowance.

Additionally, because the proposed running line crosses beneath Kings Hwy # 3, a separate Agreement between the Town of Kingsville and the Province of Ontario is required in order for private infrastructure to cross under the Provincial road allowance. The Province will only enter into such agreements with lower tier public organizations and will not entertain an Agreement with a private party.

Municipal Services in conjunction with Corporate Services has drafted a Road Use Encroachment Agreement to the benefit of Mastron Enterprises Inc. (See attached Road Use Encroachment Agreement). Incorporating the use of Town road allowances It has been vetted through Mastron Enterprises Inc without comment or revision. They are anxious to proceed as stipulated.

The Province of Ontario has also prepared an Agreement, which provides authorization for the Town to place infrastructure under and across the Provincial road allowance, which in turn provides the municipality the option to permit private infrastructure within the Provincial road allowance under the provision that the municipality is ultimately responsible. (See attached Agreement CM18 001) This agreement is required to be executed prior to the issuance of an MTO Encroachment Permit, which is considered permission to proceed to construct within the provincial road allowance.

## **LINK TO STRATEGIC PLAN**

Support growth of the business community.

To become a leader in sustainable infrastructure renewal and development.

## **FINANCIAL CONSIDERATIONS**

No financial impact to the Town at this time.

## **CONSULTATIONS**

Municipal Services  
Corporate Services  
N.J. Peralta Engineering  
MTO - West Region - Highway Corridor Management

## **RECOMMENDATION**

That Council enters into a Road Use Agreement with Mastron Enterprises Inc. for the construction, maintenance, and operation of a Private Sewage Line within the Town road allowance as stipulated in the conditions listed within the document titled Road Use Encroachment Agreement between the Corporation of the Town of Kingsville, and Mastron Enterprises Inc. and further that;

Council direct the Mayor and Clerk to bind the Corporation of the Town of Kingsville with respect to this agreement, and further that;

Council direct the Mayor and Clerk to bind the Corporation of the Town of Kingsville with respect to Provincial Agreement CM18 0001 in order for private infrastructure to cross under Kings Hwy # 3 pursuant to permission granted within to the benefit of the Corporation of the Town of Kingsville; and,

That Council direct the Mayor and Clerk to execute said Agreements and adopt the applicable authorizing by-laws.

Respectfully Submitted,

*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

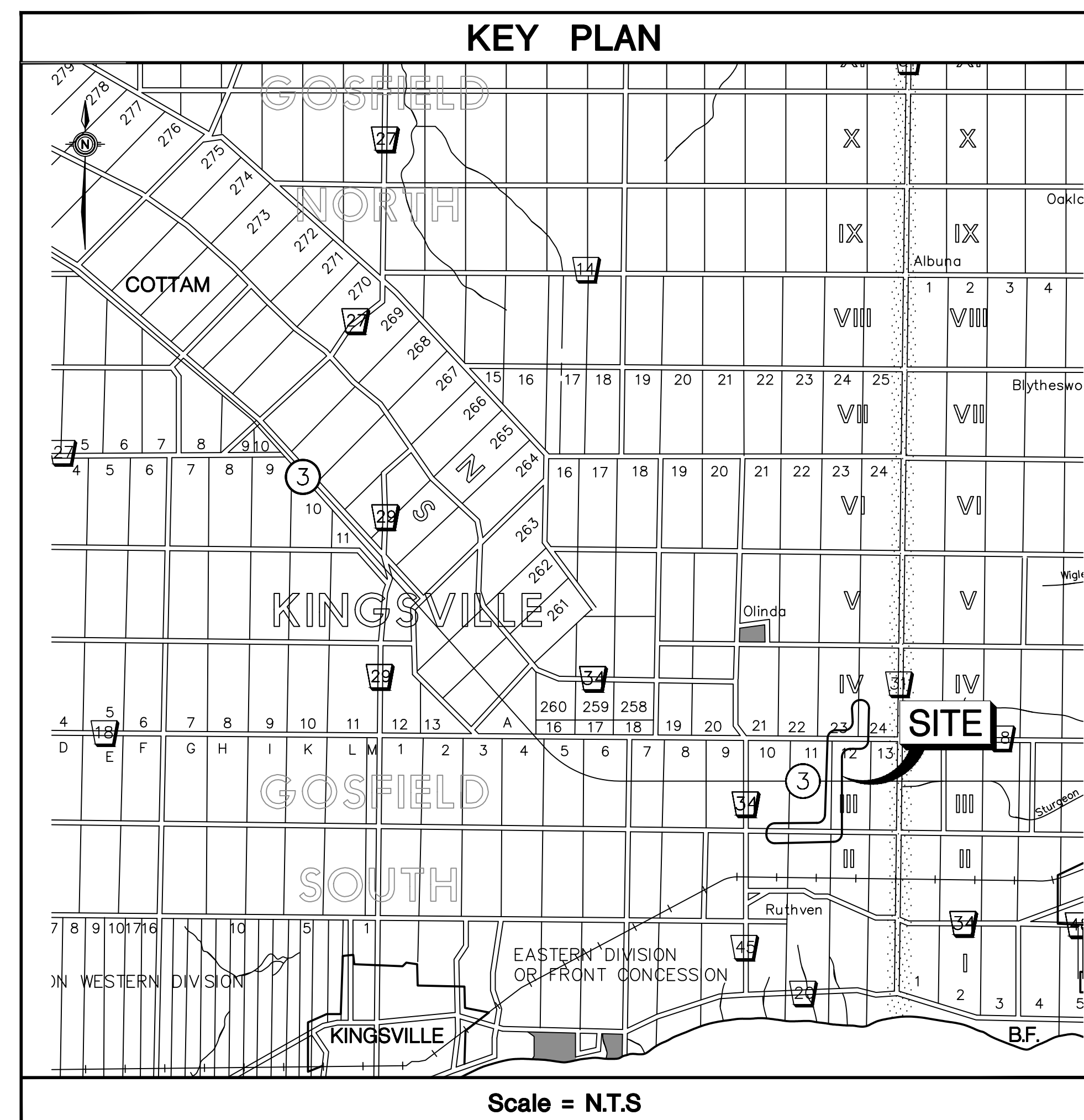
# MASTRON SEWAGE FORCEMAIN

in the  
MUNICIPALITY OF KINGSVILLE  
COUNTY OF ESSEX

***N.J. Peralta Engineering Ltd.***  
***45 Division St. N.***  
***Kingsville, Ontario***

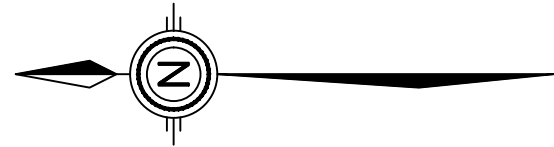
SITE BENCHMARKS		
B.M. #1	TOP NUT OF FIRE HYDRANT ON SOUTH SIDE OF ROAD 3 EAST, LOCATED APPROX. 70m EAST OF DIMAR DRIVE.	ELEVATION = 215.108m
B.M. #2	TOP NUT OF FIRE HYDRANT ACROSS FROM M.N. 1770, LOCATED OF THE SOUTH SIDE OF ROAD 3 EAST APPROXIMATELY 225m FROM DIMAR DRIVE	ELEVATION = 217.225m
B.M. #3	TOP NUT OF FIRE HYDRANT K038 LOCATED ON SOUTH SIDE OF ROAD 3 EAST, APPROX. 165m FROM SPINKS DRIVE AND INFRONT OF M.N. 1851.	ELEVATION = 220.572m
B.M. #4	TOP NUT OF FIRE HYDRANT K174 LOCATED ON NORTH SIDE OF ROAD 3 EAST, APPROX. 28m FROM SPINKS DRIVE.	ELEVATION = 220.043m
B.M. #5	TOP NUT OF FIRE HYDRANT K036 LOCATED ON WEST SIDE OF SPINKS ROAD, APPROX 325m NORTH OF ROAD 3 EAST IN FRONT OF M.N. 2005.	ELEVATION = 223.323m
B.M. #6	TOP NUT OF FIRE HYDRANT K176 LOCATED ON WEST SIDE OF SPINKS ROAD, APPROX 640m NORTH OF ROAD 3 EAST IN FRONT OF M.N. 2035.	ELEVATION = 223.921m
B.M. #7	TOP NUT OF FIRE HYDRANT LOCATED ON M.N. 1941, APPROX 168m NORTH OF KINGS HIGHWAY NO.3.	ELEVATION = 222.645m
B.M. #8	TOP OF NAIL ON HYDRO POLE LOCATED ON SOUTH SIDE OF COUNTY RD. 18, IN FRONT OF M.N. 1931, 29m FROM M.N.1979 ADJOINING PROPERTY LINE.	ELEVATION = 223.573m
B.M. #9	TOP NUT OF FIRE HYDRANT K199 ON SOUTH SIDE OF COUNTY ROAD 18, LOCATED ON WEST SIDE OF SUBJECT SITE M.N. 2100.	ELEVATION = 213.783m
B.M. #10	TOP OF NAIL SET IN HYDRO POLE ON EAST SIDE OF EXISTING PARKING LOT, 45m SOUTH OF EXISTING BUNKHOUSE.	ELEVATION = 213.513m

LEGEND		
DESCRIPTION	EXISTING	PROPOSED
UNDERGROUND BELL	—BB—	
UNDERGROUND HYDRO	—H—	
UNDERGROUND DUCTS	—H—	
STORM SEWER	300mm <sup>4</sup> PVC	—300 ST—
SANITARY SEWER	200mm <sup>4</sup> PVC	—200 SAN—
SANITARY SEWER FORCE MAIN	200mm <sup>4</sup> PVC FM	—250 SAN FM—
UNDERGROUND TV CABLE	—TV—	
WATERMAIN	150mm <sup>4</sup> Ductile Iron	—150W—
GASMAIN	—GAS—	—G—
BELL MANHOLE	○BMH	
HYDRO MANHOLE	○HMH	
TRAFFIC MANHOLE	○TMH	
SEWER MANHOLE	○MH	●MH
WATER VALVE & CURB STOP	⊗WV ⊙CS	⊗WV ●W
FIRE HYDRANT & VALVE	⊗FH	⊗FH
GAS VALVE	⊗GV	
CATCH BASIN & DOUBLE CATCH BASIN	□CB □DCB	■CB ■DCB
BELL PEDESTAL	⊗BPed	⊗BPed
HYDRO POLE LIGHT STANDARD	●HPLS	
ROAD SIGN	⊥RS	
FENCE	—C.L.F. or W.D.F.—	
CONCRETE	CONC.	
ASPHALT or TAR and CHIP	ASPH.	
GRAVEL	GRV.	
SIDEWALK (concrete or asphalt)	CSW or ASW	
CULVERT	C.S.P.	
PROPERTY BAR	■B ■SB ●RB	



SHEET INDEX	
SHT. No.	DESCRIPTION
1	COVER
2	SITE PLAN
PLAN VIEWS	
3	PLAN VIEW — ROAD 3 EAST
4	PLAN VIEW — SPINKS DRIVE
5	PLAN VIEW — COUNTY ROAD 18
6	PLAN VIEW — MASTRON SITE
DETAILS	
7	KINGS HIGHWAY NO.3 CROSSING PLAN & PROFILE
8	DETAILS
9	STANDARD DETAILS
PROJECT NO. E17-104	

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**



**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.

MTD/COUNTY COMMENTS	H.C.M.	18/06/26
ISSUED FOR:	BY	DATE
REVISIONS		

**N. J. Peralta**  
**Engineering Ltd.**  
*Consulting Engineers*

Kingsville Ontario

ENGINEERING STAMPS:

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

**MASTRON SEWAGE**  
**FORCEMAIN**

In the  
**MUNICIPALITY OF KINGVILLE**

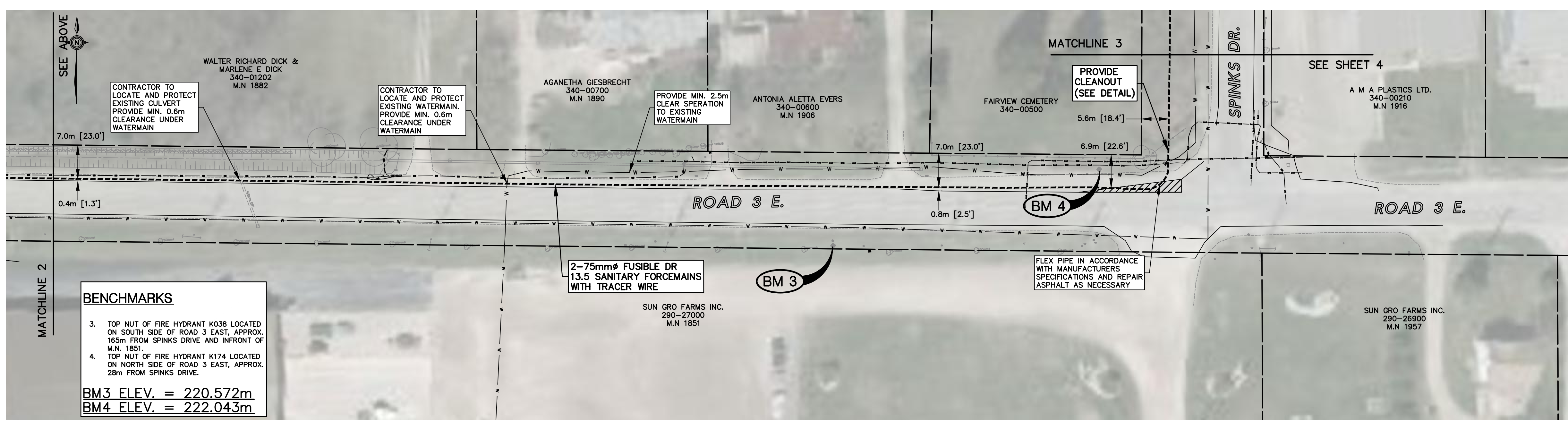
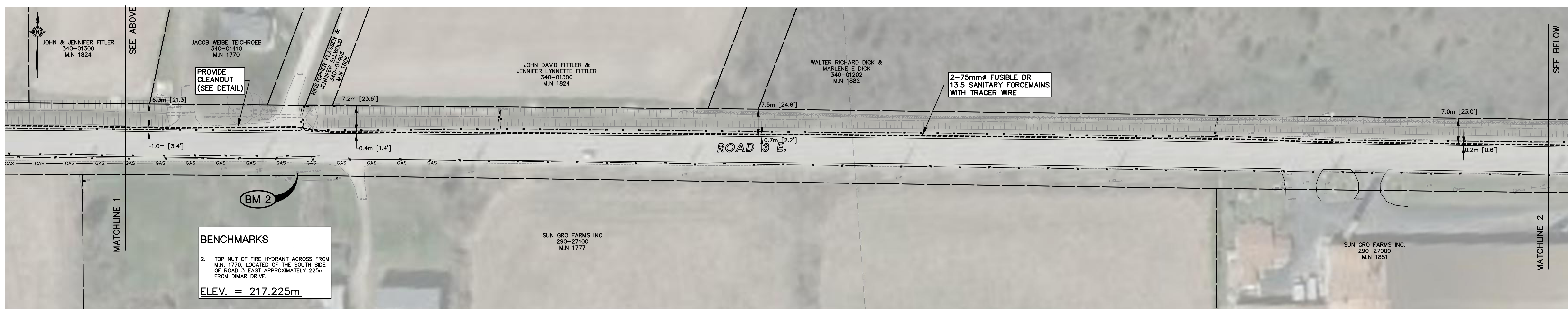
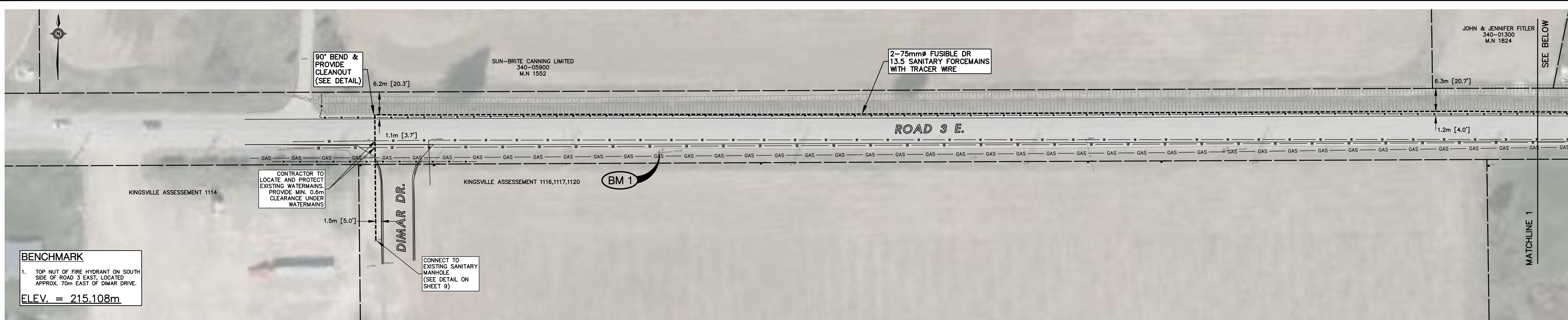
SHEET TITLE:

**SITE PLAN**

DESIGNED BY: J.J.K.	DATE: APR. 13, 2018
DRAWN BY: J.J.K.	SCALE: 1: 3000
SHEET No.: <b>2</b>	OF: <b>9</b>

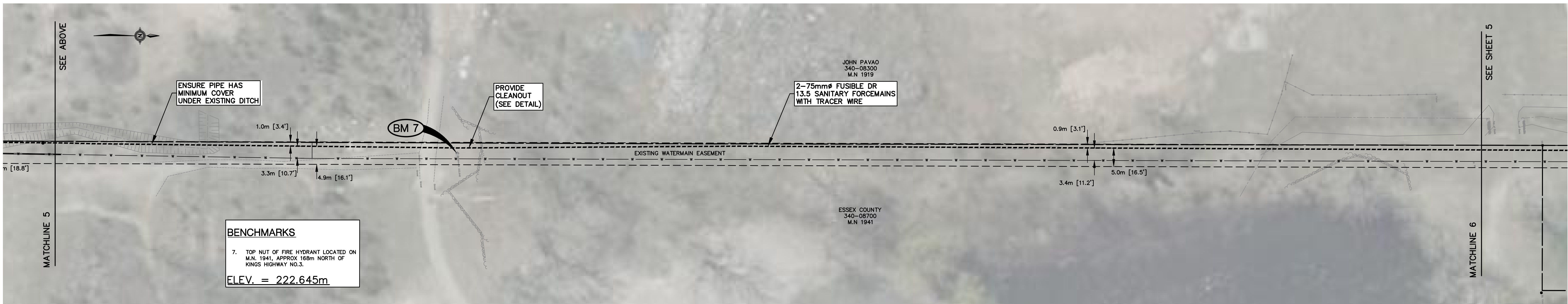
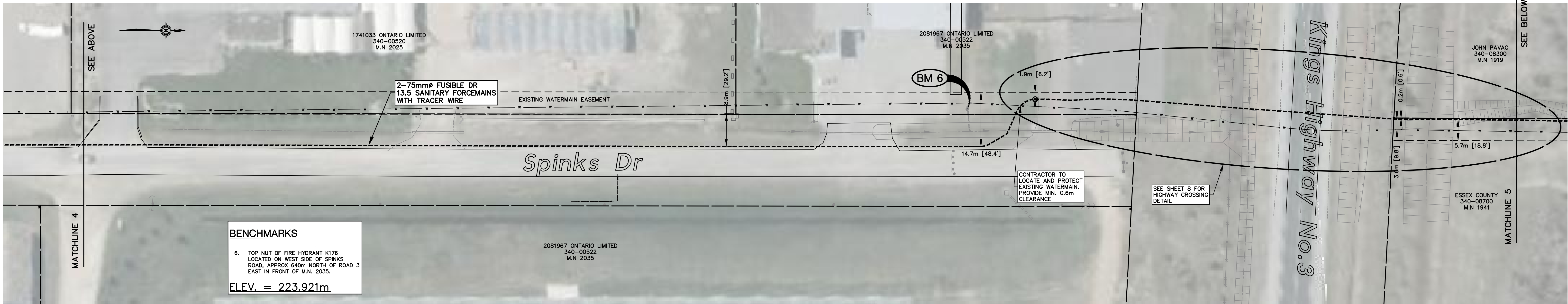
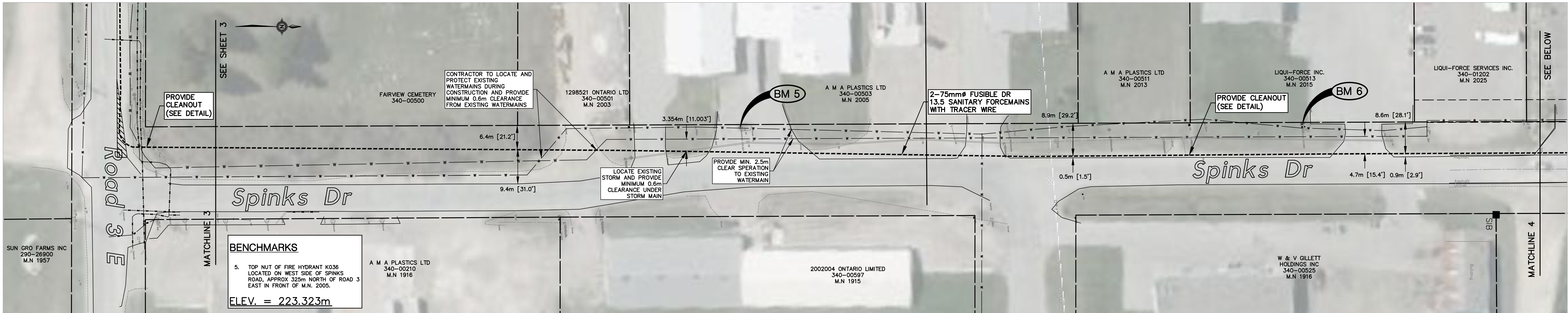
PROJECT No.:  
E17-104





<div>PRELIMINARY NOT FOR CONSTRUCTION</div>	<div>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. CONTRACTOR TO LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.</div>	<div><div>N. J. Peralta Engineering Ltd.</div><div>• Consulting Engineers •</div><div>Kingsville733-6587Ontario</div></div>	<div>The Corporation of the</div> <div>TOWN OF KINGSVILLE</div>				DESIGN: J.J.K.	<div>ROAD 3 EAST SANITARY FORCEMAIN</div> <div>PLAN VIEW</div>	PROJECT No.: E17-104
							DRAWN: J.J.K.		SCALE: 1:500
							CHECKED:		SHEET No.:
							DATE:		3 of 9
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				No.	ISSUED FOR:	DATE:	BY: APR. 13, 2018		

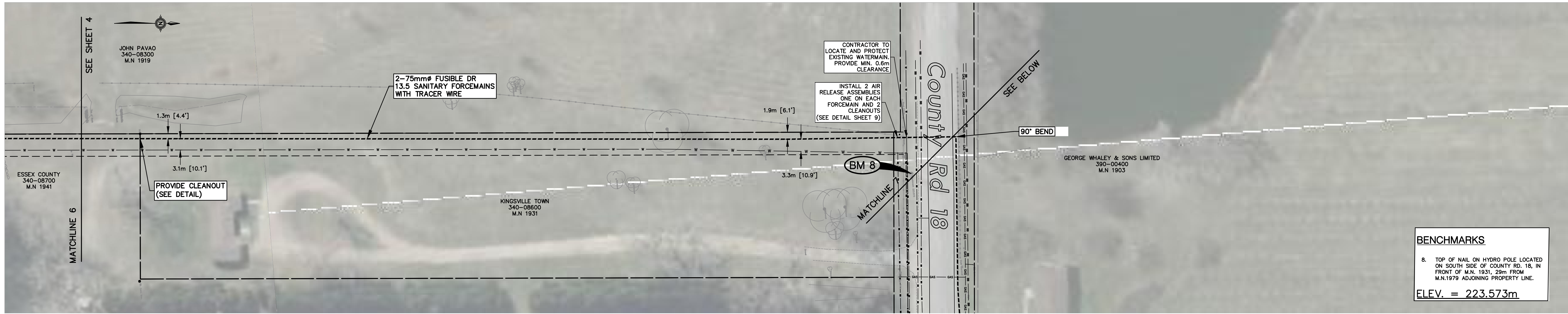




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<div>PRELIMINARY NOT FOR CONSTRUCTION</div>	<div>NOTES: 1. THE ACCURACY OF THE UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED BY THE OWNER OR N. J. PERALTA ENGINEERING LTD. OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE OR LOCATION SHOWN. 2. CONTRACTOR TO LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.</div>	<div>N. J. Peralta Engineering Ltd.  • Consulting Engineers •  Kingsville733-6587Ontario</div>	<div>The Corporation of the  TOWN OF KINGSVILLE</div>	<div></div>	<div></div>	<div>DESIGN:  J.J.K.</div>	<div>SPINKS DRIVE SANITARY FORCEMAIN</div>	<div>PROJECT No.: E17-104</div>		
				<div></div>	<div></div>	<div>DRAWN:  J.J.K.</div>		<div>SCALE: 1:500</div>		
				<div></div>	<div></div>	<div>CHECKED:</div>		<div>PLAN VIEW</div>	<div>SHEET No.: 4 of 9</div>	
				<div>1.</div>	<div>MTO/COUNTY COMMENTS</div>	<div>18/06/26</div>			<div>HCM</div>	<div>DATE: APR 13, 2018</div>
				<div>No.</div>	<div>ISSUED FOR:</div>	<div>DATE:</div>			<div>BY:</div>	

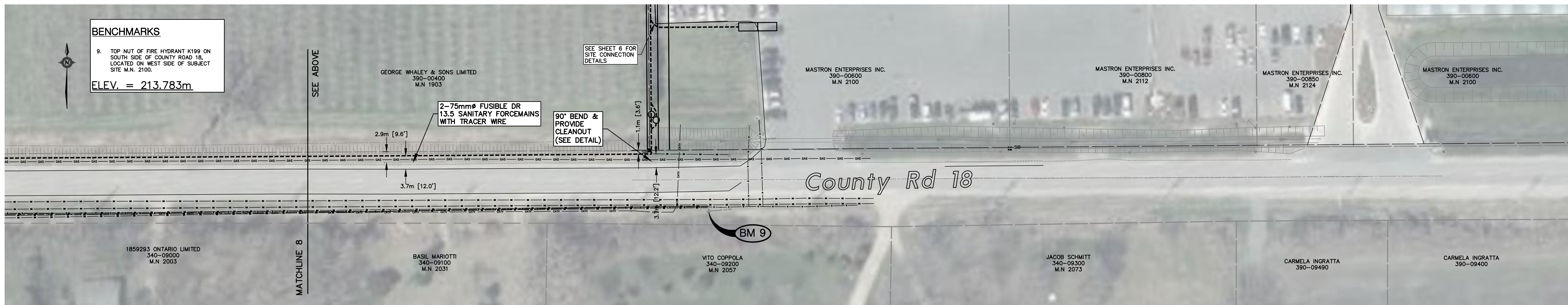
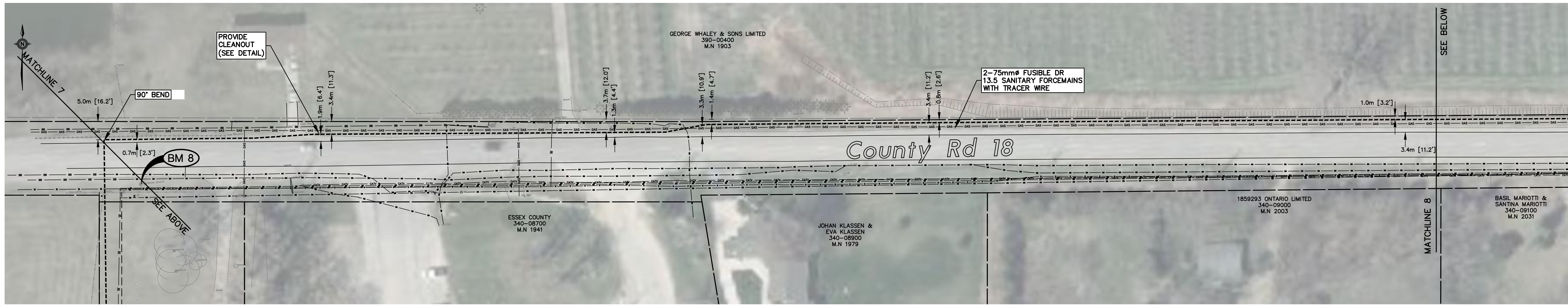




**BENCHMARKS**

8. TOP OF NAIL ON HYDRO POLE LOCATED ON SOUTH SIDE OF COUNTY RD. 18, IN FRONT OF M.N. 1931, 29m FROM M.N.1979 ADJOINING PROPERTY LINE.

ELEV. = 223.573m



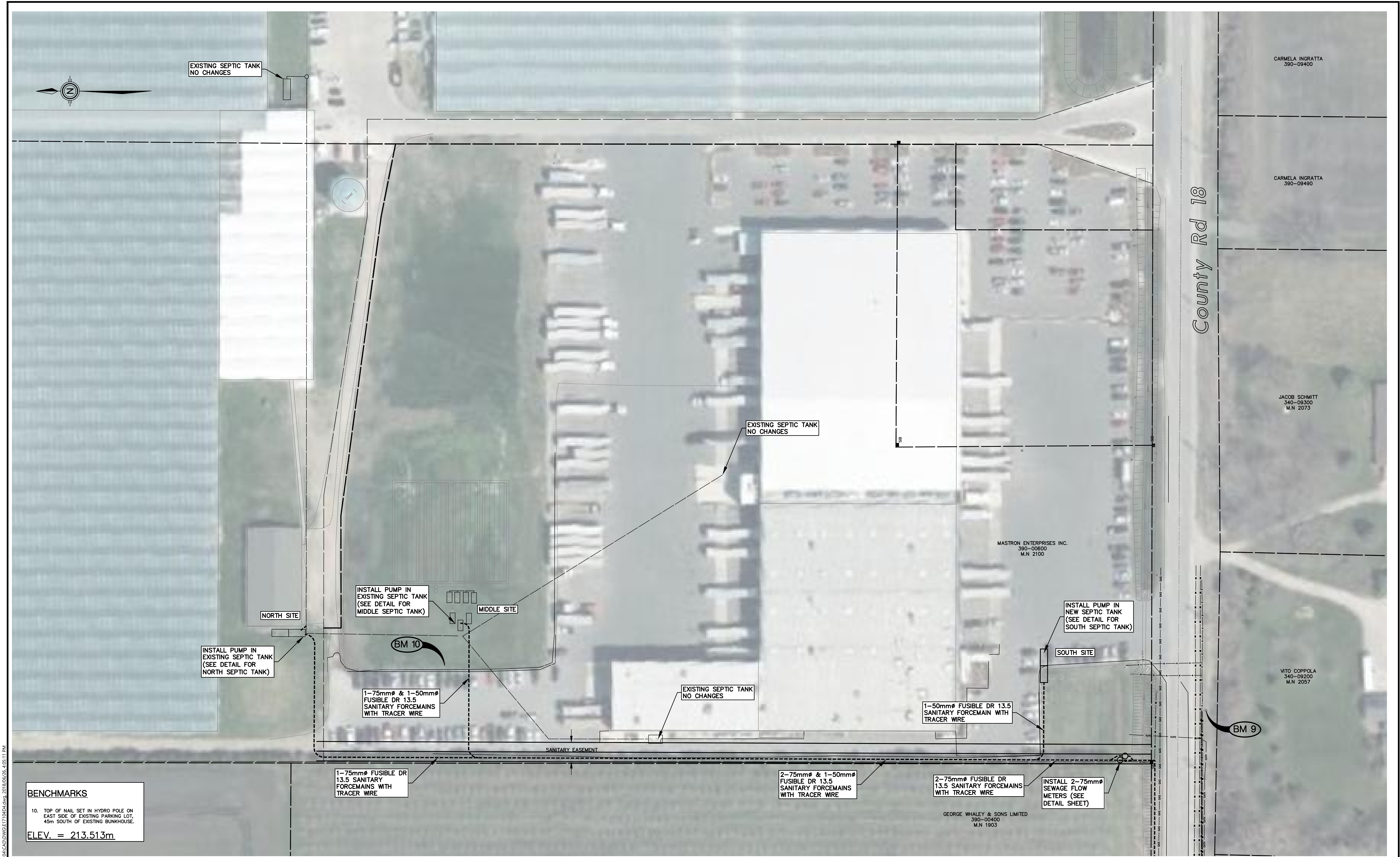
**BENCHMARKS**

9. TOP NUT OF FIRE HYDRANT K199 ON SOUTH SIDE OF COUNTY ROAD 18, LOCATED ON WEST SIDE OF SUBJECT SITE M.N. 2100.

ELEV. = 213.783m

<div>PRELIMINARY NOT FOR CONSTRUCTION</div>	<div>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. CONTRACTOR TO LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.</div>	<div>N. J. Peralta Engineering Ltd.  • Consulting Engineers •  Kingsville 733-6587 Ontario</div>	<div>The Corporation of the  TOWN OF KINGSVILLE</div>	<div>1. MTO/COUNTY COMMENTS No. ISSUED FOR:</div>	<div>18/06/26 DATE: BY:</div>	<div>HC DATE: APR. 13, 2018</div>	<div>DESIGN: JJK DRAWN: JJK CHECKED:</div>	<div>COUNTY ROAD 18 SANITARY FORCEMAIN  PLAN VIEW</div>	<div>PROJECT No.: E17-104 SCALE: 1:500 SHEET No.: 5 of 9</div>

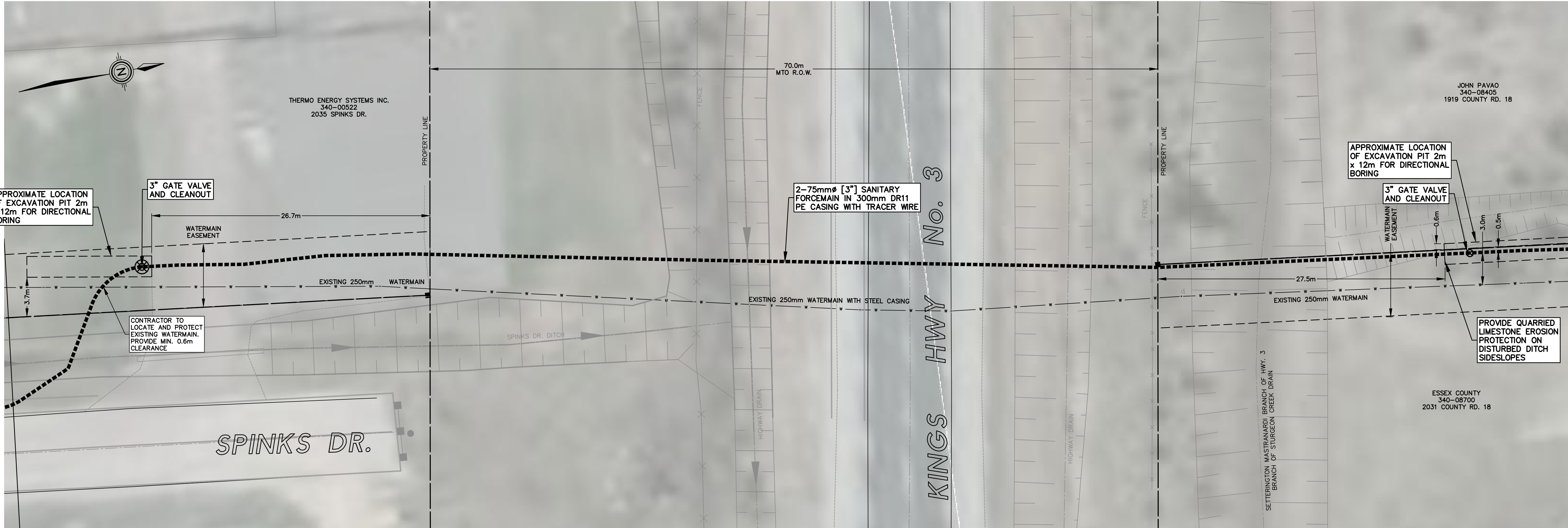




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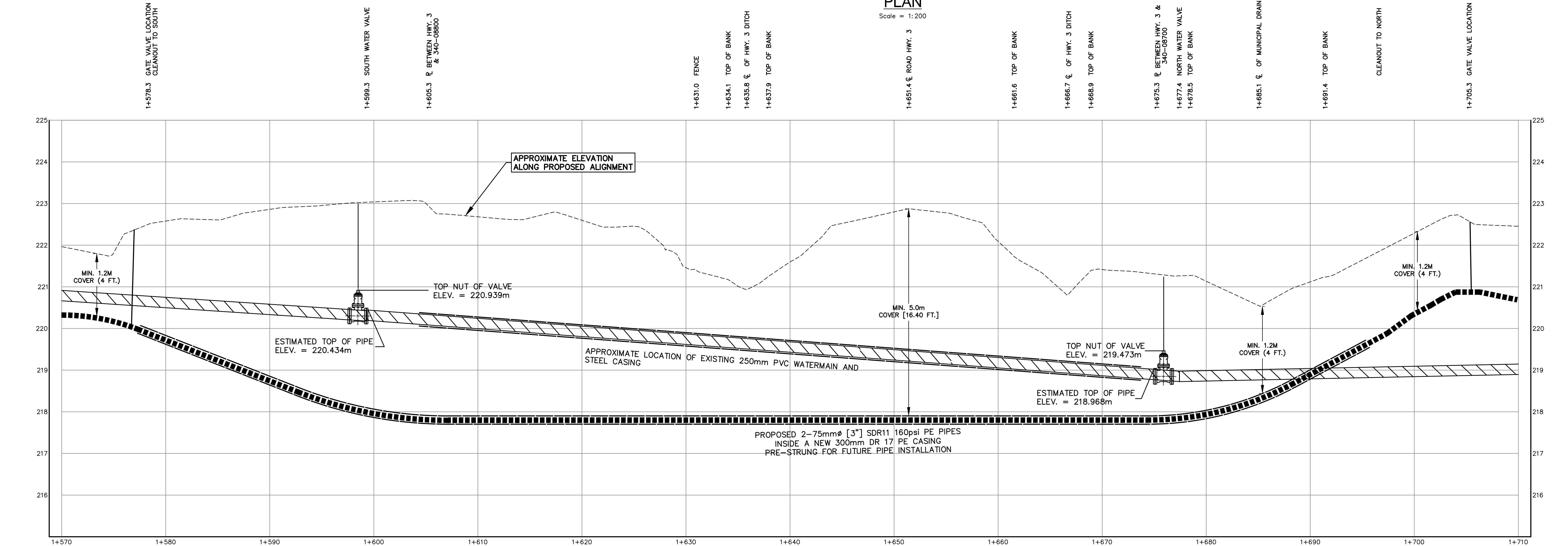
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						DRAWN:		SCALE: 1:500	
						J.J.K.		PLAN VIEW	SHEET No.:
						CHECKED:			6 of 9
				1. MTO/COUNTY COMMENTS	18/06/26	HCM	DATE:		
				No. ISSUED FOR:	DATE:	BY:	APR. 13, 2018		





PLAN

Scale = 1:200



PROFILE

Scale = Hor. 1:200  
Vert. 1:50

- 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. CONTRACTOR TO LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.

MTD/COUNTY COMMENTS	H.C.M.	18/06/28
ISSUED FOR:	BY	DATE
REVISIONS		

**N. J. Peralta**  
**Engineering Ltd.**

Consulting Engineers

Kingsville Ontario

ENGINEERING STAMPS:

**MASTRON SEWAGE**  
**FORCEMAIN**

In the  
MUNICIPALITY OF KINGSVILLE

SHEET TITLE:

HIGHWAY CROSSING  
PLAN & PROFILE

DESIGNED BY:  
J.J.K.

DATE:  
APR. 13, 2018

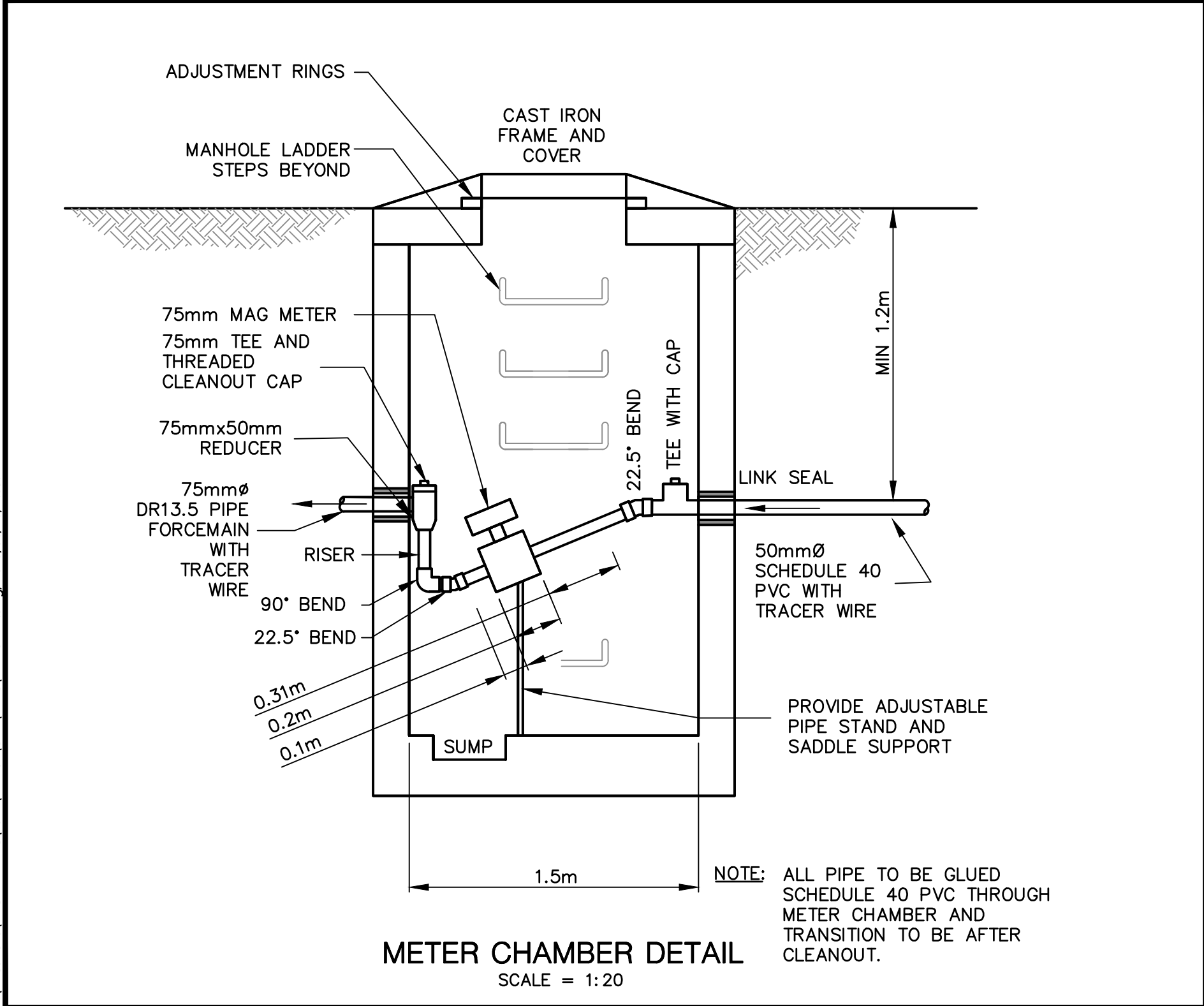
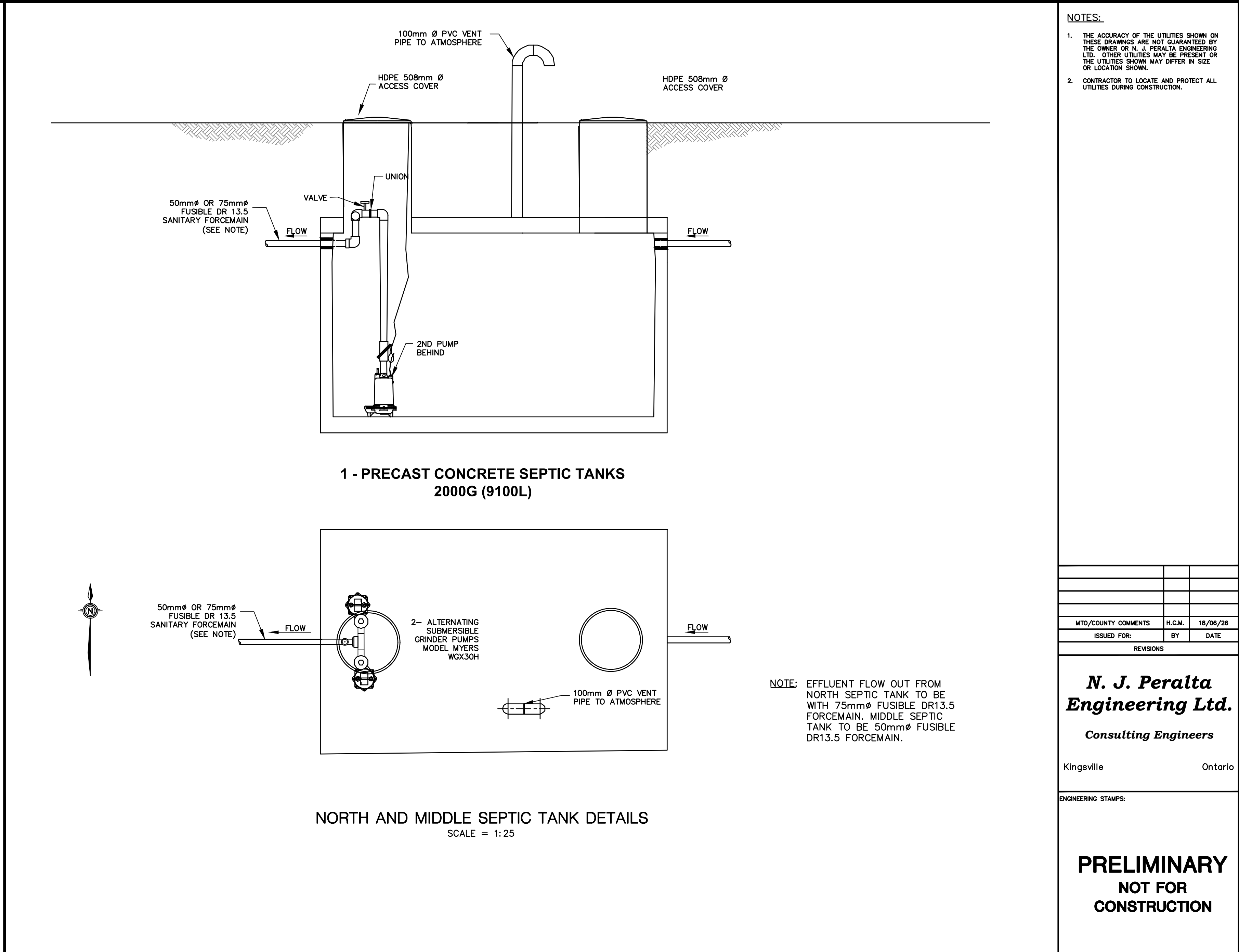
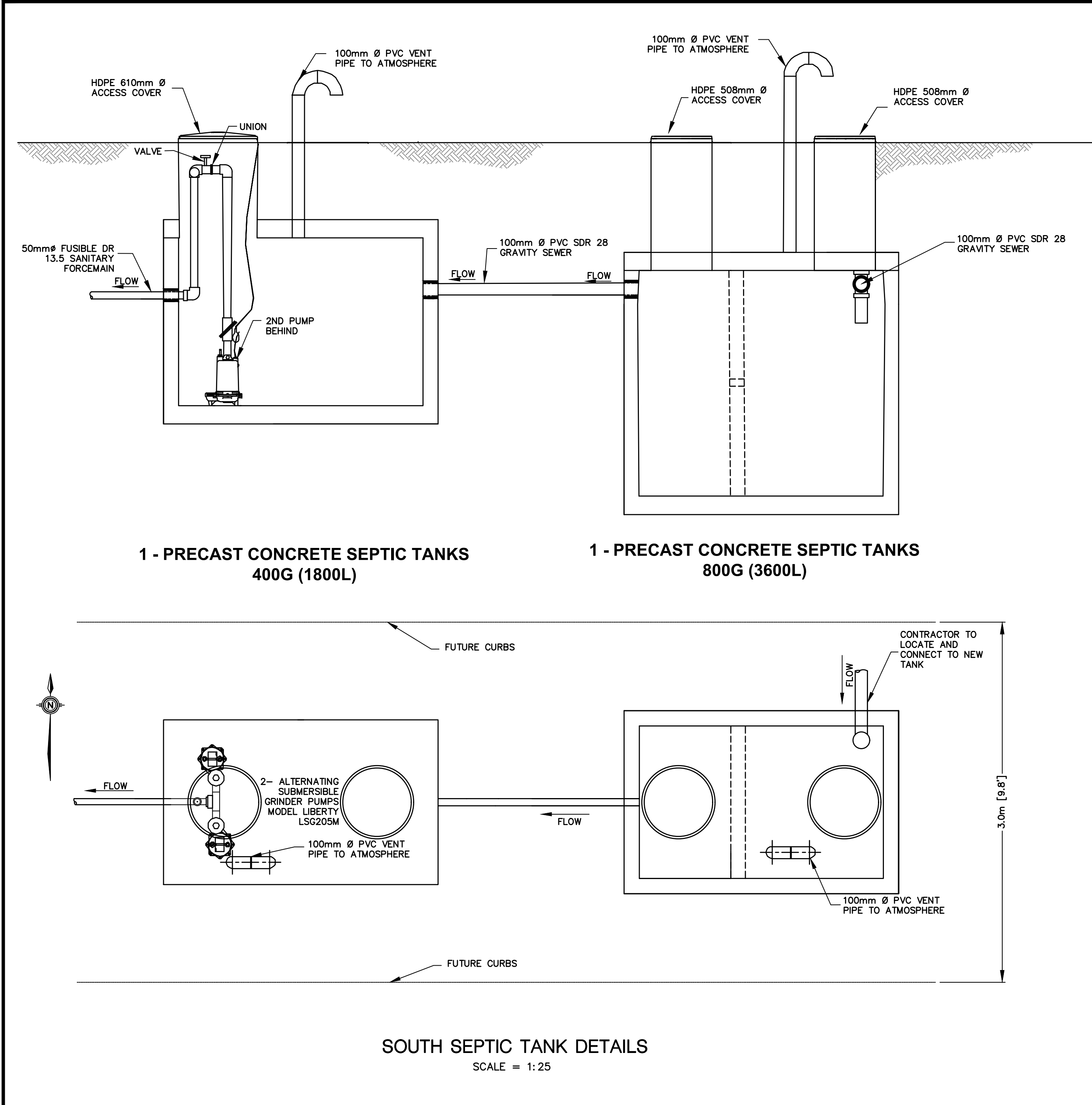
DRAWN BY:  
J.J.K.

SCALE:  
AS NOTED

SHEET No.:  
7

OF:  
9

PROJECT No.:  
E17-104



- 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. CONTRACTOR TO LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.

MTG/COUNTY COMMENTS	H.C.M.	18/06/26
ISSUED FOR:	BY	DATE

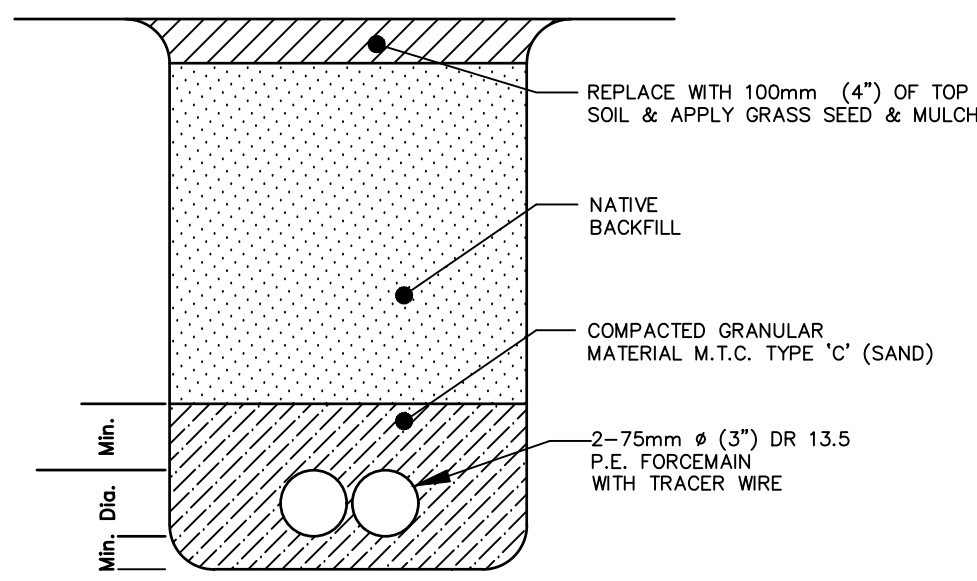
**N. J. Peralta Engineering Ltd.**  
Consulting Engineers  
Kingsville Ontario

ENGINEERING STAMPS:  
**PRELIMINARY**  
NOT FOR  
CONSTRUCTION

**MASTRON SEWAGE FORCEMAIN**  
In the  
MUNICIPALITY OF KINGSVILLE

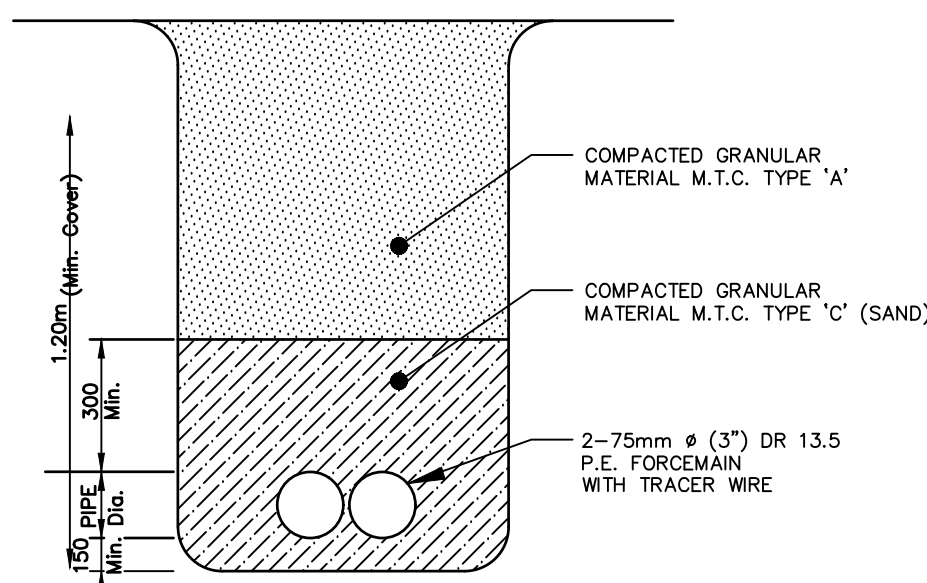
SHEET TITLE:  
**DETAILS**

DESIGNED BY: J.J.K.	DATE: APR. 13, 2018
DRAWN BY: J.J.K.	SCALE: AS NOTED
SHEET No.: <b>8</b>	OF: <b>9</b>
PROJECT No.: E17-104	



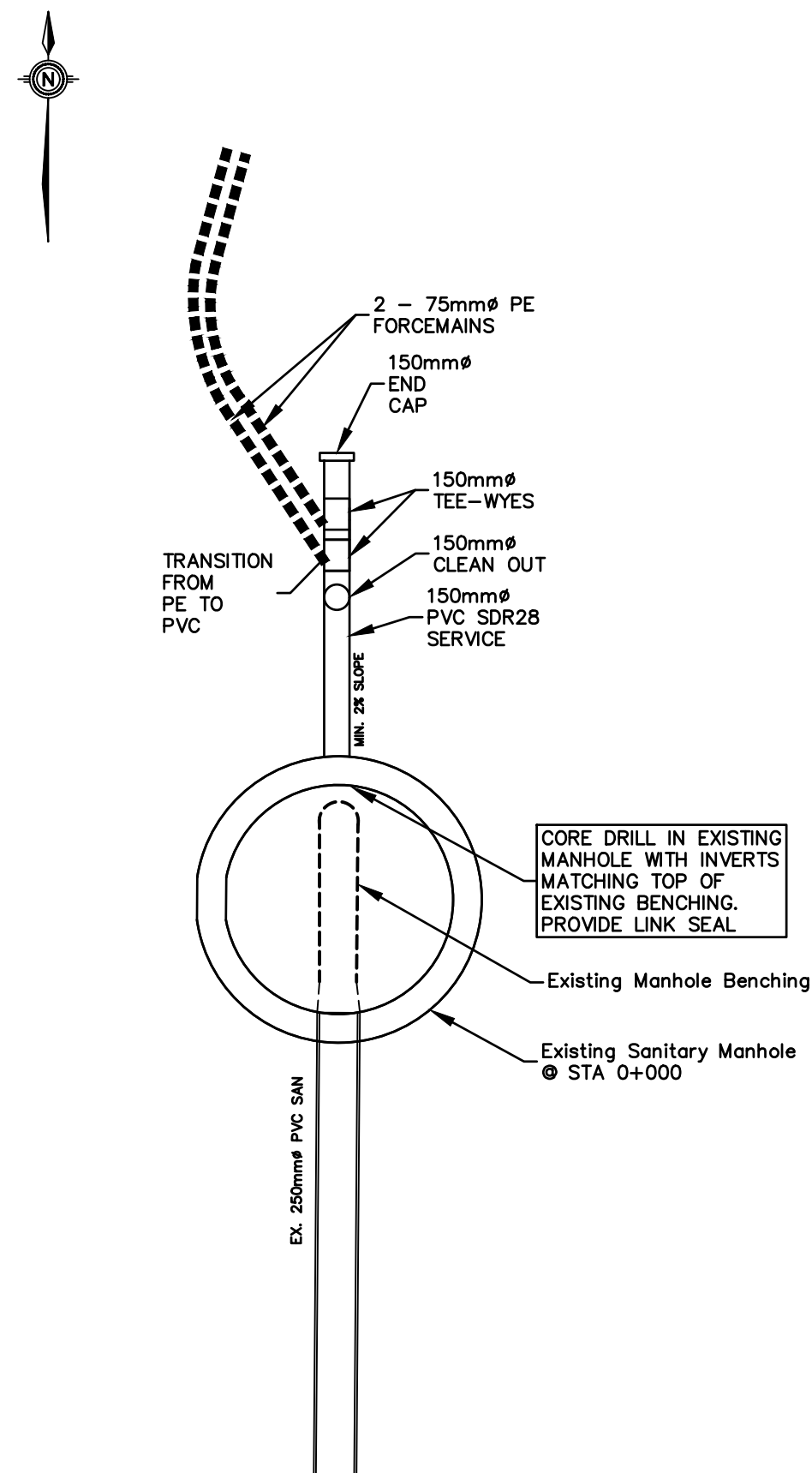
OPEN CUT OPTION

TYPICAL SANITARY FORCEMAIN TRENCH AND BEDDING DETAILS (IN BOULEVARD AND ON CR 18 MORE THAN 2.1m FROM EP)  
N.T.S.

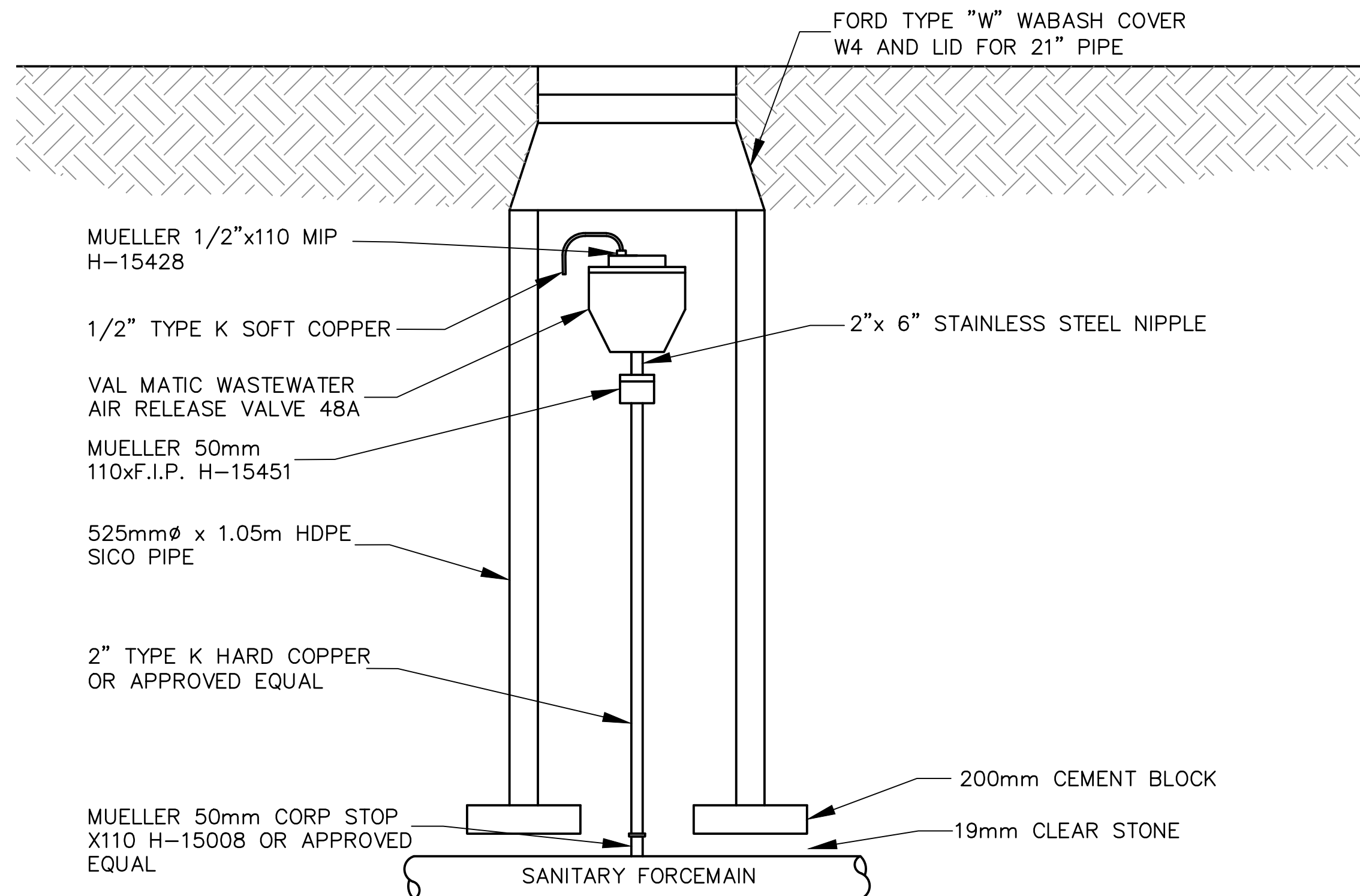


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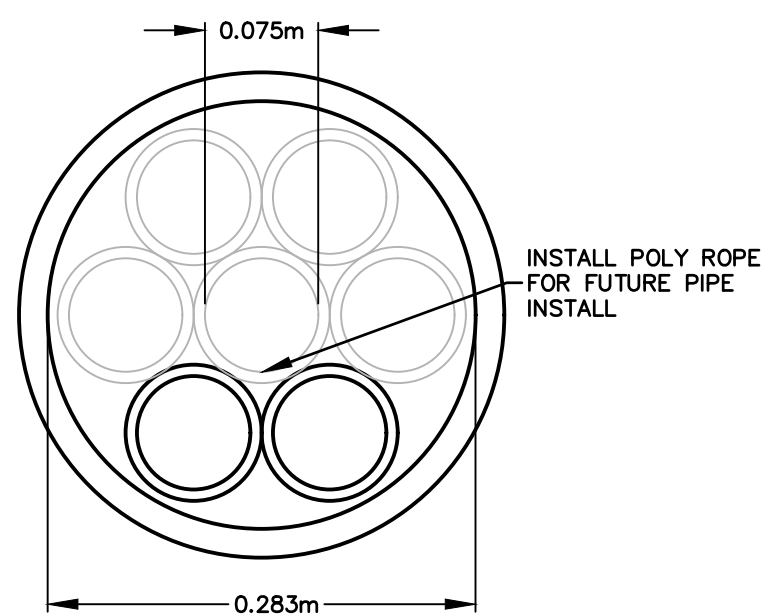
TYPICAL SANITARY FORCEMAIN TRENCH AND BEDDING DETAILS (IN SHOULDER AND ON CR 18 IN BOULEVARD LESS THAN 2.1M FROM EP)  
N.T.S.



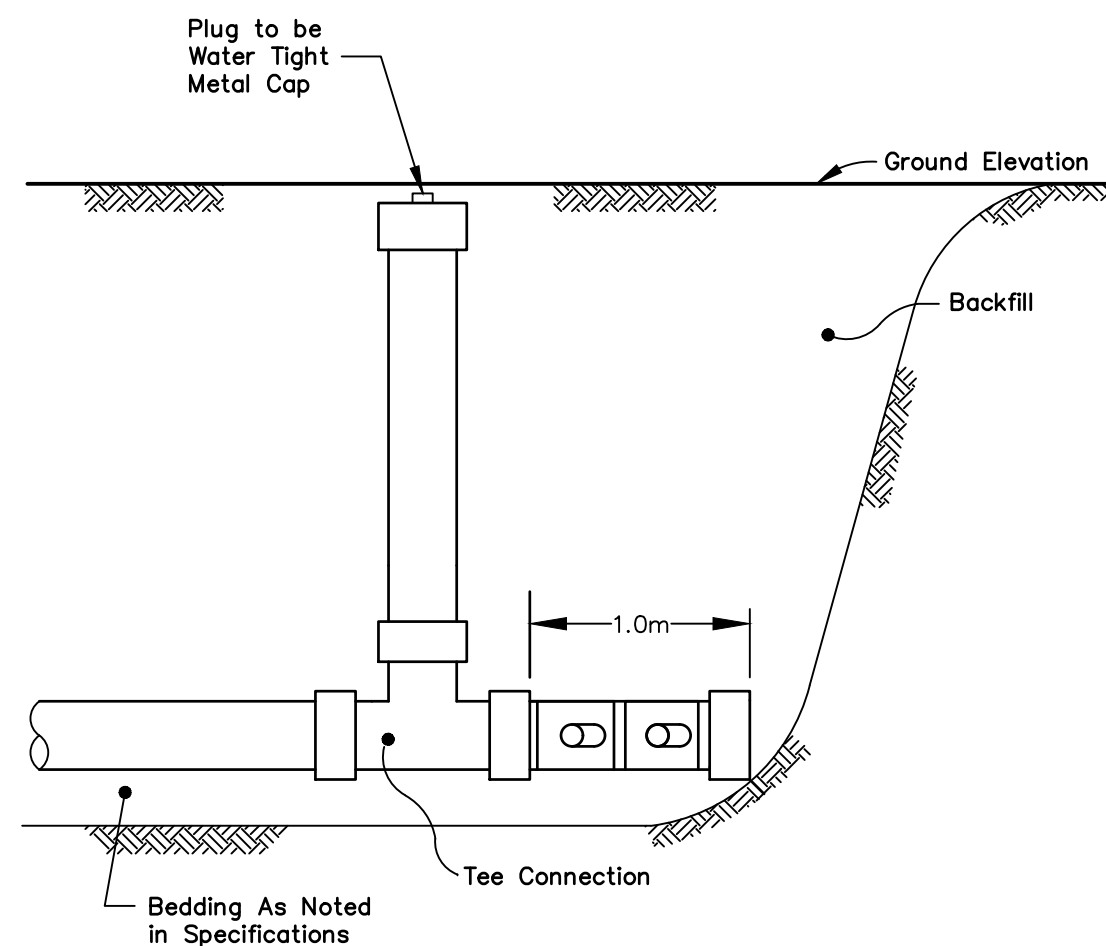
CONNECTION TO EXISTING SMH  
N.T.S.



AIR RELEASE AND PIT DETAIL  
N.T.S.

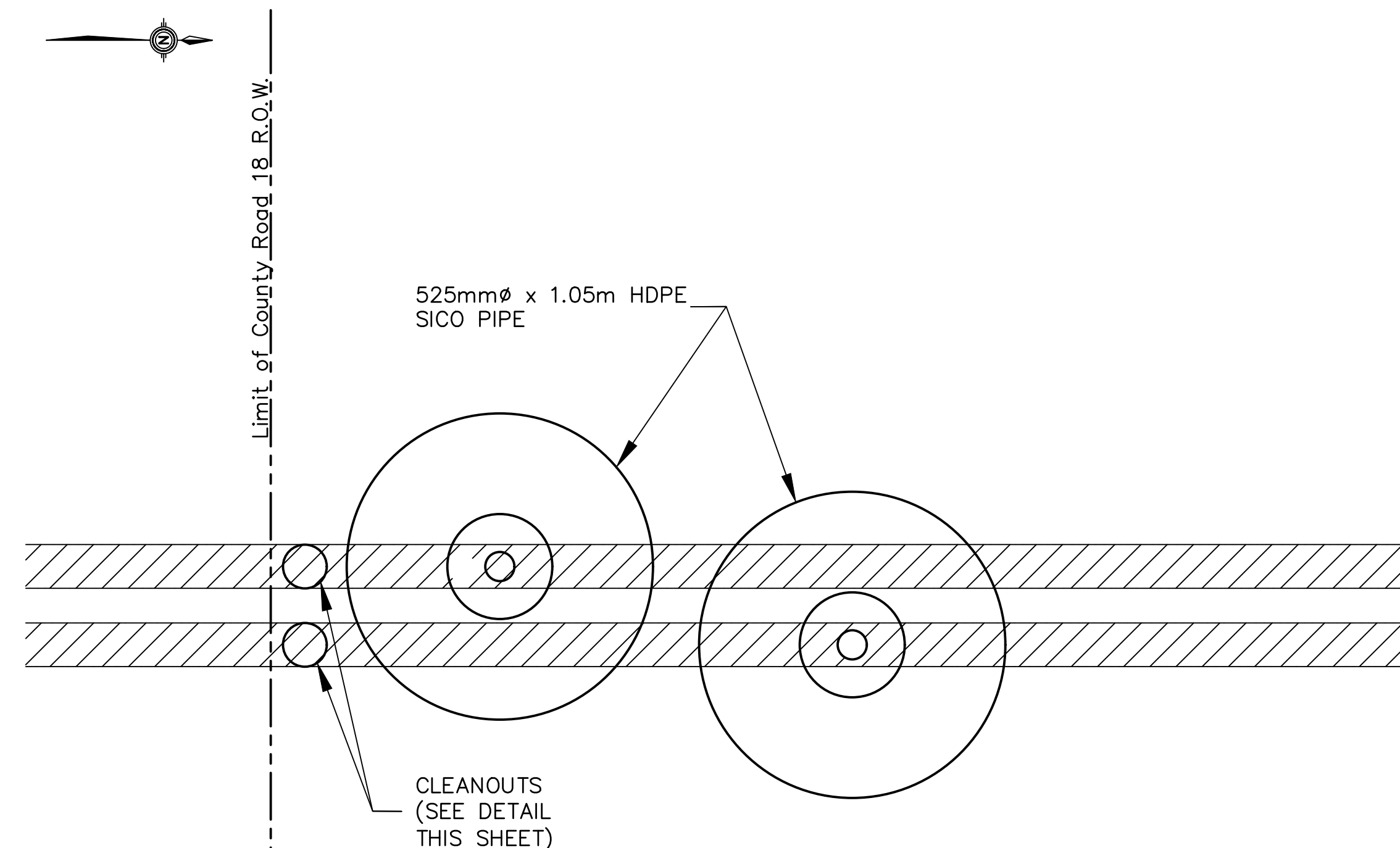


FORCEMAIN CASING DETAIL  
SCALE = 1:5

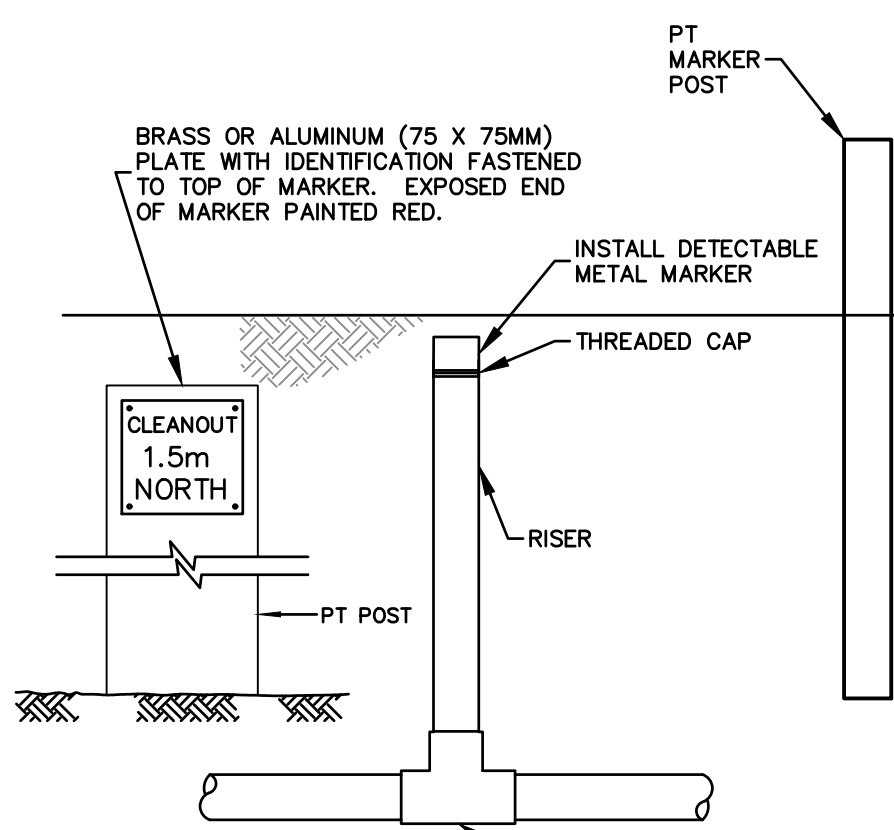


NOTES:  
1. RISER & CONNECTION TO BE 150mm PVC

TYPICAL SERVICE CLEAN-OUT  
N.T.S.



AIR RELEASE AND PIT PLAN  
N.T.S.



TYPICAL CLEANOUT DETAIL  
N.T.S.

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. CONTRACTOR TO LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.

MTD/COUNTY COMMENTS	H.C.M.	18/06/28
ISSUED FOR:	BY	DATE
REVISIONS		

**N. J. Peralta**  
**Engineering Ltd.**  
Consulting Engineers

Kingsville Ontario

ENGINEERING STAMPS:

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

**MASTRON SEWAGE**  
**FORCEMAIN**  
in the  
**MUNICIPALITY OF KINGSVILLE**

SHEET TITLE:

STANDARD DETAILS

DESIGNED BY: J.J.K.	DATE: APR. 13, 2018
DRAWN BY: J.J.K.	SCALE: AS NOTED
SHEET No.: <b>9</b>	OF: <b>9</b>
PROJECT No.: E17-104	



**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**("The Municipality")**  
and  
**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF**  
**ONTARIO, REPRESENTED BY THE MINISTER OF**  
**TRANSPORTATION FOR THE PROVINCE OF ONTARIO**  
**("MTO")**

- A. MTO represents that it is the owner of the lands described as the Highway which is defined in paragraph 1.2;
- B. The Municipality has proposed to construct a watermain, defined in paragraph 1.4 as the Plant, crossing the Highway by horizontal directional drilling; and,
- C. It is deemed expedient to enter into this Agreement to give effect to the Municipal proposal of constructing the Plant within the Highway at the Location defined in paragraph 1.3.

- 1.1. “As-constructed Drawings” shall mean the drawings signed and sealed by a licenced Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;
- 1.2. “Highway” shall mean Highway 3 under the jurisdiction and control of MTO in Essex County, designated as Controlled Access Highway;
- 1.3. “Location” shall mean the area of the Highway 3 at station 18+240 on ETR 116-3N/06-0;
- 1.4. “Plant” shall mean a 300mm diameter DR 17 PE casing housing 2-75mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. E17-104: Sheet No. 7, as illustrated in Schedule “A”;
- 1.5. “PTHIA” shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time.

- 2.1. The Plant shall conform to the drawing contained in in Schedule “A” and be installed a minimum of 5.0m below the centreline of Highway 3.
- 2.2. The Municipality, following the execution of this Agreement, may construct, at no cost to MTO, the Plant within the Highway in accordance with this Agreement, including Schedule “A” and Schedule “B” as applicable.
- 2.3. Within three (3) months of the completion of construction of the Plant, the Municipality will provide As-constructed Drawings to MTO.

and repair to the Plant according to the standards of the Municipality, any other agencies as required for their approvals, and to the satisfaction of MTO. The Municipality, at no cost to MTO, shall keep the area of the Highway occupied by the Plant in a neat and tidy condition according to the standards of the Municipality, any other agencies as required, and to the satisfaction of MTO. The Municipality shall also obtain the necessary approvals/permits from MTO for all required maintenance and repair to the Plant.

- 3.2 In the case of maintenance and repair (emergency or otherwise), all costs associated with the repair of MTO infrastructure as a result of this activity shall be borne by the Municipality. Further, MTO will coordinate and implement the required traffic management and infrastructure repair in accordance with MTO standards in consultation with the Municipality, at the cost of the Municipality.

**4. Relocation and/or Temporary Diversion in whole or in part within the Highway**

- 4.1. The Municipality, at its own expense, at any time on the receipt of written notice from MTO, shall suspend operations, remove, alter, or relocate any or all of the Plant contemplated herein as may be required by MTO to facilitate any MTO construction project, reconstruction project, or maintenance project within the Highway which requires the construction of buried foundations, or any other works, at the same location as the buried Plant. MTO agrees that it shall act reasonably in the design and specification of any such construction or reconstruction project, and prior to requiring any such removal, alteration, or relocation of any portion of the Plant, MTO shall assess all reasonable design alternatives which do not necessitate any removal or relocation of the Plant.
- 4.2. Any written notice from MTO referred to in section 4.1 shall be by either registered mail or by facsimile and shall:
- A. specify either the portion or the whole of the Plant to be dealt with; and,
  - B. specify a relocation and/or temporary diversion date of at least 60 calendar days after the date of the postmark, if by mail, or after the date of transmission, if by facsimile
- 4.3. On or following any respective relocation and/or temporary diversion date, the Municipality shall cause the area of the Highway, specified in the paragraph 4.1 notice, to be left in a neat and tidy condition.
- 4.4. On the relocation and/or temporary diversion date referred to in any paragraph 4.1 notice, the use by the Municipality of the portion of the Highway specified by that letter is hereby deemed to be ended.
- 4.5. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by MTO in its sole discretion, requiring MTO to act to repair or maintain the Highway in respect of matters of highway safety or highway traffic flow:
- A. MTO may give the Municipality oral or written notice of such emergency. Upon such notice, MTO may temporarily suspend the rights of the Municipality under this Agreement; and
  - B. MTO shall not be liable to the Municipality for any costs or damages incurred by the Municipality as a result of such temporary suspension.
- 4.6. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by the Municipality in its sole discretion, requiring the Municipality to act to repair or maintain the Plant:
- A. The Municipality shall give MTO oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;



- B. All work shall be completed to the satisfaction of MTO, in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014); and
  - C. MTO shall not be liable to the Municipality for any costs or damages incurred by the Municipality as a result of undertaking the required emergency repairs.
- 4.7. Nothing under paragraphs 4.1 to 4.6 shall be construed as lessening the obligation of the Municipality to MTO under the paragraph 9.1 indemnity.

## 5. Insurance

- 5.1. During any construction, maintenance or repair of the Plant, the Municipality or its contractor shall have in place a commercial general liability policy of insurance covering property damage, bodily injury and personal injury, including the following:
- have MTO, via an endorsement, as an additional insured in that policy;
  - not be subject to cancellation without reasonable notice to the MTO;
  - cover the period of time specified above;
  - be in the amount of at least Five Million (\$5,000,000.00) Dollars Canadian per occurrence; and
  - contain a cross liability clause endorsement.

## 6. Addresses

- 6.1. The address of the Municipality for the purposes of this Agreement, unless the Municipality otherwise advises in writing, is:

Municipal Services  
The Corporation of the Town of Kingsville  
2021 Division Road  
Kingsville, ON  
N9Y2Y9  
  
Attention: Director of Municipal Services  
Tel. (519)-733-2305

- 6.2. The address for MTO for the purposes of this Agreement, unless MTO otherwise advises in writing, is:

Highway Corridor Management  
Ministry of Transportation  
659 Exeter Road  
London, ON  
N6E 1L3

Tel. (519)-873-4203  
Fax: (519) 873-4228

## 7. Warranty

- 7.1. The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws, and obtained all approvals required to give it the authority to enter into this Agreement.

## 8. MTO Encroachment Permit

- 8.1. Upon execution of this Agreement, MTO will issue to the Municipality a MTO encroachment permit under section 38(2)(a) of the PTHIA. The terms and conditions of this permit are contained in Schedule 'B' of this Agreement.
- 8.2. A copy of this Agreement, including Schedule "A" and Schedule "B", shall be attached to any future permit issued under PTHIA to the Municipality with respect to the Plant. Any such permit shall reference the same forming part of the terms and conditions of the permit.

## 9. Indemnification

- 9.1. The Municipality shall save harmless and indemnify MTO from all claims, demands, damages, proceedings, obligations, costs inclusive of solicitor and client costs, interest, and all actions, that MTO may suffer or incur based upon or attributable to anything done or omitted to be done by the Municipality, in connection with this Agreement, save and except to the extent of any negligence of MTO.

**10. Compliance with Laws**

- 10.1. The Municipality shall comply with all applicable laws in the compliance with any provisions of this Agreement.

**11. Assignment**

- 11.1. This Agreement may not be assigned by the Municipality without the prior written consent of MTO.

**12. Binding Agreement**

- 12.1. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns.

**IN WITNESS OF ALL contained in this Agreement:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

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Director of Municipal Services

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO,  
REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE  
PROVINCE OF ONTARIO**

---

Head, Corridor Management Section, West Region  
For the Ministry of Transportation  
For the Province of Ontario



**Consulting Engineers**  
Kingsville      Ontario

or/c

MUNICIPALITY OF KINGSVILLE

HIGHWAY CROSSING  
PLAN & PROFILE

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## **SCHEDULE "B"**

### **Conditions for Encroachment Permits and Utility Installations On or Under a King 's Highway**

**THIS APPENDIX "A" FORMS PART OF THE CONDITIONS OF YOUR PERMIT. THESE ARE GENERAL CONDITIONS ONLY. PLEASE NOTE ANY SPECIFIC INSTRUCTIONS AND/OR CONDITIONS ON THE FRONT OF YOUR PERMIT.**

1. The Applicant shall give the Carillion Canada Incorporated Patrol Supervisor, **Justin Robinson, at Belle River, Phone Number: (519) 728-1722** five (5) working days notice **PRIOR** to commencing any work, and shall also inspect the site on completion with the Patrol Supervisor. If the Applicant is unable to contact the Patrol Supervisor, the District/Area office responsible for issuing the permit must be contacted five (5) working days **PRIOR** to commencing any work. Contact **Wayne Gradwell Phone: (519) 358-3502**

The Applicant shall also provide notice to the **Ministry of Transportation Traffic Operations Centre, Fax Number: (519) 873-4443 or by e-mail at WestRegion.TOC@Ontario.ca.** Notification must be received by 1600 hours on the day **PRIOR** to commencing any work.

2. The applicant and their contractor(s) are responsible for all safety precautions and shall assume all liability for accidents. Two way traffic must be maintained with a minimum of disruption at all times unless arrangements have been approved by the ministry. Traffic safety measures must be taken in accordance with the **Ontario Traffic Manual, Book 7, January 2014.**
3. The Applicant shall also provide notice to the **Ministry of Transportation Traffic Operations Centre, Fax Number: (519) 873-4443 or by e-mail at WestRegion.TOC@Ontario.ca.** Notification must be received by 1600 hours on the day **PRIOR** to commencing any work.
4. **For MTO electrical locates please call 1-800-265-6072.**
5. No Material and Equipment shall be stored within 7.0m (23') of the travelled portion of any roadway.
6. No excavation is permitted within 3 m (10') of edge of pavement or back of curb. Excavations must be backfilled or fully enclosed/protected when unattended. All augured/directional bores shall have a one year performance warranty against heaving/settlements.
7. No excavating of the highway roadbed will be allowed for the purpose of recovering a boring device or underground piercing tool.
8. No torpedoes will be allowed for highway undercrossings.
9. Highway shoulders which are disturbed as a result of an installation will be restored by the Applicant with material as specified by the Ministry, at the applicant ' s expense, and to the satisfaction of the Ministry.
10. Pavement surfaces which become damaged as a result of an installation will be repaired by the Applicant as specified by the Ministry, at the applicant ' s expense, and to the satisfaction of the Ministry.
11. Affected areas to be restored to the original condition or better at no cost to the Ministry. All disturbed areas to be top-soiled, seeded or sodded as required. All disturbed ditches to be restored with at least four rows of sod placed in the bottom.
12. Any damage to trees, shrubs, ditches, grass areas shall be repaired or replaced by the Applicant, at the discretion of this Ministry. No trenching and/or plowing will be permitted within "Drip Line" of trees, without prior approval.
13. The Applicant is responsible for all damages to any existing utilities and/or encroachments during the installation. The Applicant is advised to contact the owner(s) of such, for location prior to commencing work.
14. The Applicant shall give the Ministry's district/Area Office written notice of completion of work, and of any changes made during construction. Any changes to the alignment of the installation beyond 0.5 m must have Ministry approval.
15. Work must be started within six (6) months of the date the permit is issued, or the permit becomes null and void.
16. This Permit may be temporarily revoked as result of the ministry wishing to carry out construction or other works in the area or for any other reasons, for any works carried out by the applicant under this permit.
17. The applicant must contact other agencies and municipalities (ie: conservation authorities, ministry of the environment, municipal drainage superintendent, etc.) as required, for their approvals.
18. All work performed within the right-of-way shall be done in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act.
19. Hydro poles and anchors shall be located a minimum of 7.0 m (23') from the edge of the travelled portion of the lane closest to the plant.

20. The applicant shall co-ordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time. The applicant is responsible for notifying the issuer of this permit if they become aware of this situation.

**NOTE: APPLICANT IS RESPONSIBLE FOR ENSURING THE CONTRACTOR IS MADE AWARE OF ALL CONDITIONS AND IS PROVIDED WITH A COPY OF THE PERMIT AND ALL CONDITIONS.**



NOTIFICATION OF FIELD WORK OPERATIONS

Sent by and phone #		MTO Contact and phone #:		Sent Date:	
Contract #		24 Hr Contact and phone:		Highway #:	
Location From: (Km or Interchange or nearest Community)		Location To: (Km or Interchange or nearest Community)			
Ramp Closure (If applicable) Interchange # / Road Name					Times:
		<input type="checkbox"/> Eastbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Westbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Northbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Southbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
Lane Closures (indicate date and hours)					
<input type="checkbox"/> Eastbound-		Left	Centre	Right	Shld. Only
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Westbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Northbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Southbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work to be Performed:					
Equipment:					
General Information		yes	no	Comments / Extra Info:	
Weather permitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Reduced speed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Advanced signing to be erected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Mobile operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Flagging operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Signature:					
Please remember the information supplied is required for public and Emergency Services information via media advisories. Keep all details clear, concise and correct. E-Mail to <a href="mailto:WestRegion.TOC@ontario.ca">WestRegion.TOC@ontario.ca</a> or fax to West Region TOC (519)873-4443 or no later than 1600hrs the day before the closure is to occur. TOC phone number is 519-873-4223					

Revision # \_\_\_\_\_

Page

## 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-**

**MASTRON ENTERPRISES INC.**  
(hereinafter referred to as the “**Owner**”)

**OF THE SECOND PART**

**WHEREAS:**

- A.** Her Majesty The Queen In Right Of The Province Of Ontario, Represented By The Minister Of Transportation For The Province Of Ontario (the “**MTO**”), represents that it is the owner of the lands described as Highway 3 under the jurisdiction and control of MTO in Essex County, designated as a Controlled Access Highway (the “**Highway**”);
- B.** The Owner has requested the permission of the Town, insofar as it may lawfully do so, to authorize the Owner to construct a 300mm diameter DR 17 PE casing housing 2-75mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. E17- 104: Sheet No. 7, as illustrated in Schedule “A” (the “**Watermain Line**”), under, along, over, through or across a road allowance, municipal land, or municipal infrastructure under jurisdiction of the Town;
- C.** The proposed location of the Watermain Line shall also cross the Highway under the jurisdiction of the MTO, and the Owner must obtain the consent of the MTO with respect to same;
- D.** The MTO will only enter into an agreement with the Town with respect to the construction, maintenance, repair and replacement of the Watermain

- Line, which agreement is dated the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “**MTO Agreement**”), a copy of which is attached hereto as Schedule “B”;
- E.** The Owner must enter into an agreement with the Town to indemnify and save harmless the Town for all losses, costs, and damages in relation to the construction, maintenance, repair and replacement of the Watermain Line, including but not limited to the Town’s obligations to the MTO under the MTO Agreement;
  - F.** By entering into this Agreement with the Town, the Owner agrees to perform any and all obligations and liabilities of the Town as set forth in the MTO Agreement, and bear any and all costs in relation thereto; and,
  - G.** The parties hereto deem it expedient to enter into this Agreement to give effect to the Owner’s proposal of constructing the Watermain Line.

**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) “As-Constructed Drawings” shall mean the drawings signed and sealed by a licensed Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;
  - (b) “Location” shall mean the area of the Highway 3 at station 18+240 on ETR 116- 3N/06-0, as referenced in the MTO Agreement;
  - (c) “MTO” means Her Majesty The Queen In Right Of The Province Of Ontario, Represented By The Minister Of Transportation For The Province Of Ontario;



- (d) “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;
- (e) “Municipal Land” means any and all real property under the jurisdiction or control of the Town;
- (f) “PTHIA” shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time;
- (g) “Town” means The Corporation of the Town of Kingsville;
- (h) “Owner” means Mastron Enterprises Inc. who is liable in connection with this Agreement and the MTO Agreement, and who owns the property known municipally as 2100 Road 4 E;
- (i) “Crossing Plan and Profile” means Project No E17-104 prepared by N.J. Peralta Engineering Ltd. attached hereto and marked as Schedule “A”;
- (j) “Director of Municipal Services” means the Director of Municipal Services for the Town, or designate;
- (k) “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 ditches, driveways, sidewalks and grassy areas forming part of the road allowance now or at any future time;
- (l) “Watermain” means the 300mm diameter DR 17 PE casing housing 2-75mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. E17- 104: Sheet No. 7, as illustrated in Schedule “A”;

2. Upon the Director of Municipal Services providing written approval and agreeing in writing to the location of the proposed Watermain Line, being the location as illustrated in Schedule “A”, permission to construct, reconstruct, maintain, remove or alter the Watermain Line is granted to the Owner subject to the terms and conditions contained within this Agreement and the MTO Agreement.
3. The Watermain Line shall be constructed, reconstructed, maintained, removed or altered, at the Owner’s sole cost and expense, and in accordance with good engineering and construction practices and with the *Occupational Health and Safety Act* (of Ontario) (the “**OHSA**”) and the *Environmental Protection Act* (the “**EPA**”). In any event, the Watermain Line shall conform to the drawing contained in in Schedule “A” and the requirements set forth in Schedule “B” of the MTO Agreement and be installed as directed by the Director of Municipal Services.
4. When constructed and completed, the Watermain Line shall not obstruct or interfere with or render more difficult or dangerous the use of the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure. In the event that as a result of the construction, reconstruction, maintenance, removal or alteration of the Watermain Line, an obstruction or interference is caused, then, 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 Highway, Road Allowance, Municipal Land, and/or Municipal Infrastructure, as applicable, 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 Watermain 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 in accordance with the requirements of the Director of Municipal Services.

6. The Owner, at its sole cost and expense shall obtain any and all necessary approvals/permits from MTO and the Town for any and all construction, maintenance and repair to the Watermain Line. In the case of any constructions, maintenance and repair (emergency or otherwise), all costs associated with the repair of the Highway, Road Allowance, Municipal Land, and Municipal Infrastructure as a result of this activity shall be borne by the Owner. The Owner agrees to indemnify and hold harmless the Town from any costs and expenses associated with the MTO coordinating and implementing any and all required traffic management and infrastructure repairs in accordance with MTO standards and Ontario Traffic Manual, Book 7 (January 2014), and in consultation with the Municipality.
7. 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 the Watermain Line under, over or across the Highway, Road Allowance, Municipal Land, 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 the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure 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.

8. The location, elevation and method of construction, reconstruction, maintenance or removal of the said Watermain Line under, over or across the Highway, Road Allowance, Municipal Land, 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 Watermain Line and showing the materials to be used and the method by which the materials will be installed. Within sixty (60) days of the completion of the works, two (2) hard copies and one (1) electronic copy of “As-Constructed Drawings” shall be provided to the Town.
9. A certified cheque in the amount of Twenty–Five Thousand (\$25,000.00) 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 Watermain Line (the “**Deposit**”). The said 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 separate Watermain 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.
10. It is understood and agreed that under the terms of this Agreement, the Owner shall be responsible for bearing all costs in relation to, and providing all necessary warning signs, safety devices and traffic diversion to adequately warn the public of construction in Highway 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.

11. The Owner, at its own expense, at any time on the receipt of written notice (the “**Notice**”), from the Town and/or MTO as the case may be, shall suspend operations, remove, alter, or relocate any or all of the Watermain Line contemplated herein as may be required by the Town or the MTO to facilitate any Town or MTO construction project, reconstruction project, or maintenance project within the Highway, a Road Allowance, Municipal Land, or Municipal Infrastructure which requires the construction of buried foundations, or any other works, at the same location as Watermain Line. The Town and MTO shall act reasonably in the design and specification of any such construction or reconstruction project, and prior to requiring any such removal, alteration, or relocation of any portion of the Watermain Line, MTO and the Town shall assess all reasonable design alternatives which do not necessitate any removal or relocation of the Watermain Line. The Owner acknowledges and agrees that:

- i. Any Notice from MTO shall:
  - a) specify either the portion or the whole of the Watermain Line to be dealt with; and,
  - b) specify a relocation and/or temporary diversion date of at least 60 calendar days after the date of the postmark, if by mail, or after the date of transmission, if by facsimile.
- ii. On or following any respective relocation and/or temporary diversion date, the Owner shall cause the area of the Highway, specified in the Notice, to be left in a neat and tidy condition.
- iii. On the relocation and/or temporary diversion date referred to in the Notice, the use by the Owner of the portion of the Highway specified by that Notice is hereby deemed to be ended.

- iv. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by MTO or the Town in its sole discretion, requiring the MTO or the Town to act to repair or maintain the Highway in respect of matters of highway safety or highway traffic flow:
  - a) The MTO or the Town, may give the Owner oral or written notice of such emergency. Upon such notice, the MTO or the Town, may temporarily suspend the rights of the Owner under this Agreement; and,
  - b) The MTO or the Town, shall not be liable to the Owner for any costs or damages incurred by the Owner as a result of such temporary suspension.
- v. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by the Owner in its sole discretion, requiring the Owner to act to repair or maintain the Watermain Line:
  - a) The Owner shall give the Town oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;
  - b) All work shall be completed to the satisfaction of the Town and the MTO, in accordance with the OHS and the EPA. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014);
  - c) Neither the MTO or the Town shall be liable to the Owner for any costs or damages incurred by the Owner as a result of undertaking the required emergency repairs; and,
  - d) Nothing in this section shall be construed as lessening the obligation of the Owner to the Town and/or the MTO under paragraph 17 herein.

- vi. The Town or the MTO as applicable may charge the Owner for the cost of any and all work against the Deposit held by the Town, as hereinbefore described 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.
- 12. When it is necessary for work to be done on the Watermain 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 Watermain Line shall be posted at the completion of its installation at the sole expense of the Owner.
- 13. Nothing in this Agreement shall relieve the Owner from compliance with the provisions of any applicable by-laws of the Town.
- 14. The Owner shall be responsible to pay the Town's reasonable legal fees, plus tax and applicable disbursements, associated with the preparation and review of this Agreement.
- 15. Upon termination of this Agreement and/or abandonment of the Watermain Line, the Owner shall abandon the Watermain 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.
- 16. If the Owner should fail to abandon and remove the Watermain Line from the Highway within one (1) year of abandonment or termination of this Agreement and the Town or the MTO requires the removal of all or any part of the Watermain Line for the purpose of altering or improving the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure in order to facilitate the construction of utility or other works, the Town or the MTO, may remove and dispose of so much of the Watermain Line as the Town or the MTO may require for such purposes and the Owner shall have no

recourse against the Town for any losses, costs, expenses or damages occasioned thereby.

17. The Owner shall indemnify and save harmless the Town from and against all claims, demands, proceedings, actions, obligations, liabilities, losses, damages, costs, interest, or other expenses of every kind including legal fees that the Town may incur or suffer as a consequence of anything done or omitted to be done by the Owner and/or in connection with the placing, maintenance, operation, replacement or repair of the Watermain Line or any part thereof.
18. 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/or the MTO and naming both the Town and the MTO as an additional insured. Said policy must contain a cross liability clause endorsement. The policy shall not be subject to cancellation until such time as this Agreement is terminated.
19. During the term of this Agreement and any subsequent renewals thereof, the Owner shall be responsible for maintaining the Watermain Line and, where the same has to be repaired, altered, removed or relocated, the Owner shall return the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure to its original condition to the satisfaction of the Director of Municipal Services acting reasonably.
20. 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.

21. The Owner may not assign any part of this Agreement unless the Town and/or the MTO as applicable consents in writing to such assignment, and 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.
22. 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:

Mastron Enterprises Inc.

2100 Road 4 E

Kingsville, Ontario N9Y 2E5

23. The notices as aforesaid shall be deemed to have been given and received on the fifth (5<sup>th</sup>) business day following the date it was mailed.
24. This Agreement shall enure to and be binding upon the parties hereto, their successors and permitted assigns.

***[Balance of page left intentionally blank, signature page follows]***

**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: \_\_\_\_\_  
Name: Nelson Santos  
Title: Mayor

Per: \_\_\_\_\_  
Name: Jennifer Astrologo  
Title: Clerk

*I/We have the authority to bind the  
corporation.*

**MASTRON ENTERPRISES INC.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

*I/We have the authority to bind the  
corporation.*



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

**Date:** May 15, 2018  
**To:** Mayor and Council  
**Author:** G.A. Plancke – Director of Municipal Services  
**RE:** Road 2 E. Request for Improvement  
**Report No.:** MS 2018 - 27

---

## **AIM**

To provide Council with an update of the current condition of Road 2 E from Kratz Sideroad to Union Ave, and to identify anticipated costs to modify the surface and cross section as identified in the 2012 Master Transportation Plan, or modify to a hybrid version to accommodate current vehicle demand and loading consistent with work done on Road 2 E west of Kratz to Division.

## **BACKGROUND**

### **308-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council receives the presentation of Corey Versnel and Stan Johnson regarding the condition of Road 2 East from Kratz Sideroad to Union Ave.; and further, directs Administration to prepare a Report for Council consideration.

## **DISCUSSION**

Road 2 E. from Kratz Sideroad to Peterson Lane is a two-lane tar & chip secondary road. This section was constructed to rural cross section standards in the mid 1980's. An additional 12" (300mm) aggregate road base was installed above an existing road base and surface raising the level to current grades.

Peterson Lane to Union Avenue has an asphalt road surface placed after major infrastructure installation in 2006.

Over the years, Road 2 E. has experienced volume increases due to residential and greenhouse growth in the immediate and greater Kingsville proper areas. Traffic volumes have reached greater than 5000 vehicles per day on average, with some peak days

exceeding this average as many drivers utilize this road as a by-pass to County Rd 20/Main St E.

There have also been more than a few utility projects and restorations along the corridor, which has exasperated concerns regarding driveability in some areas; however the stability of the road is generally sound which suggests that the road base is adequate for the current vehicle loading.

Geotechnical investigations will be initiated to confirm the suitability of the road base and to recommend an asphalt design.

Listed within the 2012 Master Transportation Plan, Road 2 E. were improvements divided into three (3) separate reconstruction projects:

<b>Project</b>	<b>Project Estimate (2008 \$)</b>	<b>Improvement Period</b>	<b>Improvement Type</b>
1. Division Rd to Kratz	\$3,877,000	1-5 years	Urban Standard
2. Kratz Road to Queen Blvd	\$2,000,000	6-10 years	Vehicular Loading / Rural Standard
3. Queen Blvd to Union Ave	\$1,551,000	6-10 years	Urban Standard

Due to a road surface failure event which affected an area just east of Division Rd to Kratz Sideroad in 2016, modifications to the tar & chip surface were completed.

At that time, the road was pulverized, graded, and resurfaced using a single 40mm lift of HL4 asphalt. The cross section was increased to include a 1.0m – 1.5m paved shoulder on both sides of the roadway.

The modification to the planned standard was originally anticipated to be a temporary improvement, however other than a few minor settlement issues, and damage because of heavy construction activity, the single lift road surface has held up better than anticipated.

As a result of the performance experienced in the first segment repair, staff will be reviewing the potential for a modified asphalt plan similar to the first segment for the remainder of Road 2 E. (Kratz Road to Peterson Lane.) pending any Geotechnical recommendations to the contrary.

Costs for the modified version compared to the planned improvements as identified in the 2012 Master Transportation Plan, would be considerably less than those identified in the plan.

The cost to pulverize, grade, compact and place a single lift of HL4 asphalt from Kratz to Peterson) has been estimated at \$627,750.

The cost identified represents the inclusion of two 3m traffic lanes, plus an additional 1.5m paved shoulder on each side for a distance of 3100 m. (Approximately 27,900 m<sup>2</sup>)

It is to be noted that the above estimate does not include the modification/reconstruction of two Municipal Drain road crossing culverts (Scratch Wigle Drain Branch, and the Fulmer Drain) which would be required if the road were widened to accommodate the improved road cross section. Preliminary cost estimates for the two culvert reconstructions could add an estimated \$700,000 - \$1,000,000 to the overall Road 2 E. reconstruction cost.

## **LINK TO STRATEGIC PLAN**

To become a leader in sustainable infrastructure and development.

## **FINANCIAL CONSIDERATIONS**

None at this time however, to be reviewed during 2019 budget deliberations for project consideration.

## **CONSULTATIONS**

Municipal Services Internal  
Dillon Consulting  
Shepley Excavating & Road Maintenance

## **RECOMMENDATION**

That Council receive the report, and that the Road 2 E reconstruction / repaving project be considered during the 2019 budget deliberations.

*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



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

**Date:** August 17, 2018  
**To:** Mayor and Council  
**Author:** G.A. Plancke / Director of Municipal Services  
**RE:** 126 Division St N. Sanitary Connection  
**Report No.** MS 2018 - 33

---

## **AIM**

To provide Council information and recommendation regarding the history of 126 Division St N. as it relates to sanitary sewer access limitations and special considerations.

## **BACKGROUND**

The future owners of 126 Division St N. contacted Municipal Services to inquire about the status of the requirement to connect to the municipal sanitary sewer system when service is available.

The future owners were made aware that the property was not currently connected to the municipal sanitary sewer system, and continues to utilize an existing septic tank and filter bed. Before their offer to purchase was submitted, they wanted to confirm the Town's position with respect to enforcement of any applicable By-law(s) that may affect their purchase and future obligations to connect.

126 Division St N. is currently being assessed sewer charges as per the fees and charges By-law yet cannot access the sanitary sewer by gravity.

**By-law 80- 2004** Being a by-law regulating the use of public and private sewer systems in the Town of Kingsville; requires connection to municipal sanitary sewer system when available.

In 2003, and again in 2014, 126 ,132, and 138 Division St N. requested consideration of allocating paid sewer charges paid towards the cost of connecting to the sewer system.

In the report dated January 20, 2003, presented by then Public Works Manager Dennis Black, four options to service 126, 132 and 138 Division St N with sanitary sewers were explored by Dillon Consulting. (please see attached reports).

Option # 1 involved the construction of a new sanitary sewer behind the homes and connecting directly to Fern Avenue. Estimated cost in 2003 - \$49,600.00

Option # 2 involved the construction of a new sanitary sewer behind the homes and connecting directly to Hillview Cr. Estimated cost in 2003 - \$66,200.00

Option # 3 involved the construction of a new sanitary sewer in front of the homes and connecting directly to Hillview Cr. Estimated cost in 2003 - \$74,000.00

Option # 4 provided for a low pressure pumped sanitary system, which would be connected to the Division St N. sanitary sewer. Estimated cost in 2003 - \$53,000.00.

Each of the options placed the cost of installation on the benefitting property owners equally.

Motion **C5 -2003** that was approved stated;

That monies collected from these three properties be researched and tabulated by the Water Billing Department and further, that these monies be applied towards the cost of Option #1 and the cost of the tendered works be divided amongst the three property owners.

According to Town records, this motion has never been rescinded.

Subsequent to the 2003 report, the owners of 138 Division St N. arranged to connect directly to the Fern Avenue sanitary sewer system.

Only 126 and 132 Division St N. remain without connection, and can no longer pursue Option # 1, as that option involved traversing the property of 138 Division St N.

Options 2, 3, and 4 are still viable however; individual sewage ejections pumps systems could be installed at a fraction of the costs identified in the 2003 Dillon report.

## **DISCUSSION**

A sewage ejection pump system is required by both 126 and 132 Division St N. properties in order for their residential sewage to be pumped under the Division Road Drain, and into the Division St N. sanitary sewer system.

Since 2003, 126 Division St N. has been assessed and paid \$4,292.84 in sewer charges yet receives no direct or indirect benefit representative of the charges. This does not include previous assessment that predates electronic records and any fees imposed by the Town of Kingsville prior to amalgamation.



The cost to install a new sewage ejection pump system, discharge line, and new sewer connection has been estimated at approximately \$15,000. Updated formal quotations are required to be obtained by the owners to confirm this estimate.

Council has previously agreed to apply the historical collected sewer charges against the installation costs.

Municipal Services supports the use of collected sewer charges to offset the expense of properly connecting into the sanitary sewer system.

## **LINK TO STRATEGIC PLAN**

Effectively manage corporate resources and maximize performance in day-to-day operations.

## **FINANCIAL CONSIDERATIONS**

The accrued value of \$4292.84 be reallocated from Kingsville Sewage revenue line account number 02-242-066-40856.

## **CONSULTATIONS**

Financial Services  
Municipal Services

## **RECOMMENDATION**

That the accrued sewer charges to the property located at 126 Division St N. be allocated to the connection costs for connecting to the Division St N. sanitary sewer.

Respectfully submitted,

*G.A. Plancke*

G.A. Plancke  
Director of Municipal Services

*Peggy Van Mierlo-West*

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



# CORPORATION OF THE TOWN OF KINGSVILLE

2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733-2305  
FAX: (519) 733-8108

Corporation of the Town of Kingsville  
From the Desk of Dan DiGiovanni, CAO  
This item is to be forwarded to the Office of:

To be placed on the following agenda:  
☐ Item 1: Item 1 of Council  
☒ Item 2: Item 2 of Council Meeting  
☐ Other

*[Signature]* Jan 16/2003  
Signature Date

Memo to: Dan DiGiovanni, CAO

Memo from: DB/ PW

Date: 16 Jan., 2003.

RE: Sanitary Sewer Connections for 126,132,138 Division Rd. North

After the last discussion on this issue I asked Jim Breschuk to also consider a fourth option- a low pressure pumped system. However this option is still more expensive than Option #1 which is a gravity sewer at the rear of the affected properties at an estimated cost of \$49,600.( inclusive of Construction, Engineering and GST )

Would it be possible to have the monies collected for the sanitary sewer surcharge from these three residences since 1996 be applied toward this project? The exact amount over the years can be determined accurately but for estimating purposes consider:

3 properties X 78 months X avg \$40.00/month = \$9,360. collected

( Note: I checked with Water billing and for the last 3 month billing the sewer surcharge for the three addresses is as noted:

- South* (1) 126 Division North \$59.37 per month sewer surcharge  
(2) 132 Division North \$ 34.48 "  
*North* (3) 138 Division North \$31.89 " )

This would still leave an estimated shortfall of \$40,200.to be collected further from the property owners and/or the Town.

## RECOMMENDATION:

\* That monies collected from these three properties be researched and tabulated by Water Billing Department.

\* And that these monies be applied toward the cost of Option # 1

And that the balance of the cost of the Tendered works be divided amongst the three property owners and the Town.( this amount being estimated at \$10,050 for each of the four participants)

- report back to Council.

*[Signature]*

2. Dennis Black, Public Works Manager Reports:

- a) Farm Access to Property North of 98 Jasperson Lane (Gaffan) report dated January 7, 2003. Correspondence from James Gaffan regarding curb cuts on Jasperson Lane. In order to rectify the problem, Bravo Concrete Windsor will complete the required curb cut in the near future. Sharing of costs will be discussed with the developer. Additional lawn restoration in the vicinity of the driveway at 98 Jasperson will be completed in the spring.

C3-2003 Moved by D. McGuire, seconded by B. Sanger to receive report of D. Black, Public Works Manager dated January 7, 2003 regarding Mr. Gaffan's correspondence requesting a curb cut for access to his farm property and recommended action for information.

CARRIED

- b) DiMenna Estates - East End of Buona Vista Drive report dated December 18, 2002 re ROW. Correspondence from G. Reynolds, Solicitor for the DiMennas regarding the establishment of a small park on a parcel situate at the east end of Buona Vista Drive.

C4-2003 Moved by D. McGuire, seconded by B. Sanger to concur with recommendation of D. Black, Public Works Manager dated December 18, 2002 that the Town retain ownership of the ROW to the end of the Buona Vista Drive.

CARRIED

- c) Sanitary Sewer Connections for 126, 132 and 138 Division Road North report dated January 16, 2003. Jim Breschuk, P.Eng., Dillon Consulting report dated January 15, 2003 re Proposed Alternatives.

Mr. Black outlined Options available to the residents for the provision of sanitary sewer connections for 126, 132, and 138 Division Road North.

Moved by G. Queen, seconded by D. McGuire to concur with recommendation of D. Black, Public Works Manager dated January 6, 2003 that monies collected from these three properties be researched and tabulated by the Water Billing Department and further, that these monies be applied towards the cost of Option #1 and also, that the balance of the cost of the tendered works be divided amongst the three property owners and the Town, subject to the affected property owners being contacted to determine if they wish to proceed with Option #1.

DEFEATED

C5-2003 Moved by M. McLeod, seconded by K. Gunning that monies collected from these three properties be researched and tabulated by the Water Billing Department and further, that these monies be applied towards the cost of Option #1 and the cost of the tendered works be divided amongst the three property owners.

CARRIED

D. DELEGATIONS

1. Kingsville Community Use Building Committee members to be in attendance to review report of Dan Wood, Parks & Recreation Manager's Report dated January 10, 2003 regarding financing and cost sharing proposals for the project. Dan Amicone, Architect and Carmen Armando of Architectural Firm were in attendance.

Mr. Al Goyette, Chairman for the Kingsville Community Use Building Committee introduced members of the committee providing a history of the implementation of the Committee. Mr. Amicone reviewed a slide presentation reviewing the floor plans and conceptual drawings of the proposed facility. Parking areas were defined. The financial implications of pursuing the project were outlined by D. Wood, Parks and Recreation Manager.

**Our File:** 99-6434

January 15, 2003

Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, ON  
N9Y 2Y9

**Attention:** Mr. Dennis Black,  
Public Works Manager

**Proposed Division Road/Mill Creek  
Sanitary Sewer Alternatives - Updated Report**

Dear Sir:

As requested, we have reviewed and updated the servicing costs in our earlier report to you dated August 17, 1998. A conservative inflation factor of 2 percent per annum has been used.

In addition, we have considered a fourth option to service the subject residences; a low pressure pumped sanitary system. To facilitate the review by Council and Administration, we have simply added Option No. 4 to our earlier report.

We trust the following will be helpful in finalizing this issue.

**i) Background**

Sanitary sewer connections were never provided for three single family residences and a rental unit on the west side of Division Road north of Hillview Crescent. These properties are described as follows and shown on Figure 1:

- Harry and Marie Roettele (includes rental unit)  
138 Division Road North
- John and Beatrice Waciuk  
132 Division Road North
- Daniel Troy and Tara Loop  
126 Division Road North

The two existing apartment buildings immediately north of Hillview Crescent are serviced by the Division Road and Hillview Crescent sanitary sewers respectively.

...continued



3200  
Daniel Drive  
Suite 608  
Windsor, Ontario  
Canada  
N8W 5K8  
Telephone  
(519) 948-5000  
Fax  
(519) 948-5054

**Dillon Consulting  
Limited**

*Corporation of the Town of Kingsville**Page 2**January 15, 2003*

Because of the location and depth of Mill Creek, at the front of the respective properties, no sanitary connection could be provided for these properties from the sanitary sewer on Division Road.

**ii) Available Sanitary Sewer Outlets**

Three existing sanitary sewers were identified as potential outlets. They are:

- the new sanitary sewer on Fern Avenue (Binder Subdivision).
- the existing sanitary sewer on Division Road.
- the existing sanitary sewer on Hillview Crescent.

All three sewers, which are shown on Figure 1, have sufficient capacity to accept sanitary flows from the 3 residences.

**iii) Servicing Alternatives**

Four sanitary sewer servicing options were identified. They are each described herein and shown on Figure No. 1.

**a) Option No. 1**

Option No. 1 provides for a connection to the sanitary sewer on Fern Avenue in the Binder Subdivision. This connection can be made by the Town as the maintenance period for the services has expired and the services have been formally accepted into the Town's system.

The proposed sanitary sewer would traverse lands owned by the Roettele's. A 6 metre easement would be required to secure same.

This sewer would have sufficient depth to service both 132 and 138 Division (including the rental unit). The sanitary sewer will not have enough depth to service the basement at 126 Division by gravity. However, the homeowner can install a sewage ejector pump in the basement to service same. We understand these ejector pumps are \$1,500 - \$2,000 installed. All first and second floor plumbing would flow by gravity to the sanitary connection and bypass the ejector pump.

We have prepared a preliminary cost estimate for this work which includes the mainline sanitary sewer and manholes, individual sanitary connections (4) at the rear of the respective properties, restoration (including granular backfill and asphalt work in the cul-de-sac), engineering and GST. We estimate the cost of this work to be \$49,600.00 (approx. 100 m of mainline sewer)

...continued

*Corporation of the Town of Kingsville*

*Page 3*

*January 15, 2003*

**b) Option No. 2**

Option No. 2 provides for a connection to the sanitary on Hillview Crescent.

Again the proposed sewer would traverse lands owned by Roettele as well as others that use the private lane off of Hillview Crescent. A 6 metre easement would still be required for maintenance purposes.

This sewer would have sufficient depth to service all three residences including the basement area at 126 Division.

We have prepared a preliminary cost estimate for this work which includes the mainline sanitary sewer and manholes, individual sanitary connections (4) at the rear of the respective properties, restoration (including granular backfill and asphalt work in the private lane), engineering and GST. We estimate the cost of this work to be \$66,200.00 (approx. 150 m of mainline sewer).

**c) Option No. 3**

Option No. 3 also provides for a connection to the Hillview sanitary sewer. However, this proposed sewer would be located at the front of the properties immediately west of Mill Creek as shown on Figure 1. Again, a 6 metre easement would be required for maintenance purposes.

As in the case of Option No. 2, this sewer would also have sufficient depth to service all the properties including the basement area at 126 Division. The location of this sewer will be closer to the residence and result in a shorter connection from the home to the mainline sewer. In the case of Option No. 2, all connections must cross the rear yards adding both to the length and cost of the connection.

Our preliminary cost estimate for this work would include the mainline sanitary sewer and manholes, individual sanitary connections to the west limit of the easement, restoration (including granular backfill and asphalt work in the apartment building parking lots) engineering and GST. We estimate the cost of this work to be \$74,000.00 (approx. 150 m of mainline sewer).

**d) Option No. 4**

Option No. 4 provides for a low pressure pumped sanitary system which can be connected to the Division Road sanitary sewer.

Low pressure systems include the following components:

- a small diameter forcemain (approx. 50 mm) which outlets to an existing sanitary manhole.

...continued

*Corporation of the Town of Kingsville*

*Page 4*

*January 15, 2003*

- a grinder / pumping unit to be installed outside each residence (typical grinder pump details attached). Each unit is connected to the forcemain via a 30 mm diameter plastic service.
- the grinder unit and forcemain act as a low pressure system.

The grinder units work off the electrical supply at each residence. A spare unit is retained by the Town should any service be required to existing operational units.

The forcemain would be located in the front yards as shown on Figure 1. A 6 metre easement will be required again.

Our preliminary cost estimate for this work includes three (3) grinder pumps, one (1) spare pump, small diameter forcemain, electrical hook up, and service connection from residence to unit and unit to forcemain, restoration, engineering and GST. We estimate the cost of this work to be \$53,000.00 (approx. 130 m of forcemain).

#### iv) Conclusions

Our analysis shows the following:


1.	Option No. 1	\$49,600.00
2.	Option No. 2	\$66,200.00
3.	Option No. 3	\$74,000.00
4.	Option No. 4	\$53,000.00

Based on our preliminary cost estimates, Option No. 1 still appears to be the least expensive option of those investigated assuming that an easement can be secured for the sanitary sewer and that the Owner of 126 Division has no objection to installing a sewage ejector pump for his basement area.

Please note that in all cases, no costs have been allocated for any internal plumbing work within the residence. That cost, which could vary from \$1000 to \$5000 depending on the option selected, would remain a separate cost to the homeowners.

Yours sincerely,

**DILLON CONSULTING LIMITED**

  
James A. Brechuk, P. Eng.  
Project Manager

N:\PROJECTS\FINAL\996434\Text\Letters\DivisionRdMill\reck\UpdatedRep.-JABh.wpd  
Encls.

**Note to File**

June 17, 2014

**RE: John Waciuk, 132 Division St. N, Sewage Charges**

Roll # 110-000-00500

Mr. Waciuk called on June 11, 2014 questioning why he had to pay for sewage charges despite not using the service. Apparently Mr. Waciuk, along with 126 and 138 Division Rd. N. were not connected to the sewers when they were installed due to some unique issues arising from the drain which passes in front of their homes.

I investigated his concerns and discovered the following;

- 1) On August 17, 1998, Dillon Consulting issued a report to discuss the various options available to the home owners to connect to the sewer. Based on this report, the cheapest option would cost the home owners a total of \$49,600.
- 2) On December 16, 2002, Mr Waciuk appealed to council for relief from the sewages. Council moved that the properties at 126, 132, 138 should all continue to pay sewage charges as the sanitary sewer is available and they have the opportunity to tie-in.
- 3) On January 20, 2003, this issue was brought back before council. The Engineering report was reviewed and updated, with no significant changes. Council passed a motion, that the property owners are required to continue to pay sewage charges, however, the amount of sewage charges paid would be applied to the cost of tendered work. (C5-2003).

As of Jun. 17, 2014, we have levied the following sewage charges for 132 Division St. N;

Sewage charged Mar. 2000 – Nov. 2002	\$ 504.83	(per letter dated 12/20/2002)
Sewage charged Nov. 2002 – Feb. 2005	\$ 378.50	(based on 2005 actuals)
Sewage charged Feb. 2005 – May 2014	<u>\$2,182.60</u>	(based on GP).
Total	<u>\$3,065.93</u>	



Ryan McLeod





**MINUTES**  
**CORPORATION OF THE TOWN OF**  
**KINGSVILLE**  
**CIVIC ADMINISTRATION COMMITTEE MEETING**  
 Kingsville Council Chambers  
 2021 Division Road North

**MONDAY, JANUARY 20, 2003**

**A. CALL TO ORDER**

Deputy Mayor N. Santos called the meeting to order at 6:00 p.m. with the following members of Council in attendance: Councillors: G. Queen, D. McGuire, M. McLeod, B. Sanger and K. Gunning. Absent: Mayor O'Neil due to out of town commitment. Also in attendance were: CAO D. DiGiovanni and Acting Clerk, L. Burling.

**B. DISCLOSURE OF PECUNIARY INTEREST**

Deputy Mayor N. Santos reminded Council's Declaration to be made prior to each item being discussed.

**C. STAFF REPORTS**

**1. David Gibson, CBO Reports:**

- a) Building Department Activity Report dated December 31, 2002 and By-Law Activity Reports dated January 6, 2003. Mr. Gibson highlighted his reports, fielding questions from members of Council. The total permits, new dwelling units and total construction values ending December 31, 2002 have all increased from 2001.

C1-2003 Moved by D. McGuire, seconded by K. Gunning to receive Building Activity Report dated December 31, 2002 and By-Law Activity Report dated January 6, 2003.

**CARRIED**

- b) Septic Inspections dated December 4, 2002 referred back from Personnel Committee January 6, 2003.

Mr. Gibson informed that in the past the Windsor Essex County Health Unit has provided septic system inspections for the Town. The contract for the inspection of septic systems by the Health Unit is up for renewal. The Towns of Leamington and Essex currently enforce this part of the Building Code in house. Mr. Gibson informed of revenues to be gained if this service were to be undertaken in house. By-law enforcement, rate of flow control device program and the backflow program are in need of attention. Mr. Gibson recommended that the Building Department take on the enforcement of Part 8 of the Building Code with respect to septic systems on the condition that an additional inspector is hired. Current procedures regarding the collection of fees for this service were reviewed. Contracting out for provision of services was also discussed. This possibility could be investigated.

C2-2003 Moved by B. Sanger, seconded by D. McGuire to defer discussion on Mr. Gibson's recommendation in report dated December 4, 2002 re Septic Inspections to "Closed Session".

**CARRIED**

Minutes adopted by Council  
 at the January 27, 2003  
 Regular Meeting of Council  
 By Resolution # 51-2003



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

**Date:** September 10, 2018  
**To:** Mayor and Council  
**Author:** Peggy Van Mierlo-West, CAO  
**RE:** Cottam Revitalization Plan  
**Report No.:** 006-2018 CAO

---

## **AIM**

To provide Council with the Cottam Revitalization Plan as presented by the Cottam Revitalization Committee.

## **BACKGROUND**

The Cottam Revitalization Committee was developed through the requests from the public at the Cottam CIP Public Open House held in fall 2017. A terms of reference was developed and residents of Cottam were invited to apply for this committee of Council.

The purpose of the Committee is to assist the Town of Kingsville to obtain the best outcomes by:

- providing community representatives input
- providing advice on the topics including issues and possible solutions
- providing advice within budget constraints to achieve desired outcomes
- ensuring the views of each of the stakeholders are known and given full consideration
- ensuring that projects are within other relevant Council strategies, policies and legislation

## **DISCUSSION**

Since January 2018 the Committee has held monthly meetings to discuss the process or developing this document. The Between January and July 2018, a public engagement process with Cottam residents and businesses took place. The following were key elements to the process:

- A Cottam Revitalization Committee was struck by Town Council to manage the engagement process (January 2018)
- An online survey was conducted to provide a baseline synopsis of the overall culture and improvements required in Cottam (March 2018)
- A public information session was developed (May 2018)

The attached document provides assistance and a guide of betterments to the Cottam area.

## **LINK TO STRATEGIC PLAN**

Promote the betterment, self-image and attitude of the community.

## **FINANCIAL CONSIDERATIONS**

Projects will be incorporated within the operational and capital budgeting process.

## **CONSULTATIONS**

Cottam Revitalization Committee

## **RECOMMENDATION**

That the Cottam Revitalization Plan be approved;

And that the recommended projects within this plan be incorporated within the annual budget deliberation process.

*Peggy Van Mierlo-West*

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

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# COTTAM REVITALIZATION PLAN

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SEPT 10<sup>TH</sup>, 2018

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# THANK-YOU!

We would like to express our sincere appreciation to all those who supported and participated in this community consultation process. To all the residents and community members who took the time to participate, sharing their perspective and providing thoughtful suggestions. To the organizations who provided guidance to this process, partnered to host consultation activities and provided insightful feedback.

*Cottam Revitalization Committee*

# INTRODUCTION

This report provides a summary of the perspectives of the residents, community and others who live and work in Cottam about what is important for their community, both now and into the future.

This information will help to inform the development of a long term Revitalization Plan that will identify community program and infrastructure improvements.



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# COTTAM

Cottam is one of three communities which was amalgamated to become the Town of Kingsville. It has been identified by Council as a community that would benefit from the creation of a long term strategy for the revitalization of the area. The area that this review is focusing on is illustrated on the map. Consideration was also given to the broader community and its assets, planned development, and potential implications.


## COMMUNITY ENGAGEMENT PROCESS

Between January and July 2018, a public engagement process with Cottam residents and businesses took place. The following were key elements to the process:

- A Cottam Revitalization Committee was struck by Town Council to manage the engagement process (January 2018)
- An online survey was conducted to provide a baseline synopsis of the overall culture and improvements required in Cottam (March 2018)
- A public information session was developed (May 2018)

### Consultation Process (March 2018)

The consultation process consisted of a general overview of community attitudes and where residents would like to see improvements in the future. A consultation was undertaken to assess current attitudes and to seek input on what improvements the community would like to see moving forward.



364 responses were received through-out the consultation process. This included, paper copies, online surveys, face to face visits and open house formats.



## Phase One (March 2018)

Phase One focused on asking open ended questions to get a broad range of ideas and feedback from participants. These questions focused on:

- What attracts people to Cottam?
- What improvements does the community require?
- What would you like to see built in Cottam?

## Phase Two (May 2018)

Phase two asked community members to indicate which priorities identified were the most important to them. The suggested priority actions were divided into short term, medium term and long term actions. These were categorized into:

- Events,
- Infrastructure improvements,
- Rotary Park improvements,
- Ridgeview Park improvements

For each question participants prioritized each proposed project or initiative.



**62** residents attended the  
Public Open House  
**11** residents responded via  
online survey



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# THE CHANGING NATURE OF COTTAM

As part of the first phase of consultation, participants were asked demographic questions. This provided the committee a better review of the residents who live in the community. Within the review it was discovered that:

- 75% of the respondents currently live in Cottam
- 54% of respondents have lived in Cottam for over 16 years
- 52% of the respondents are within the 30-49 years of age
- 48% of respondents have 4 or more people living within their household
- 73% work outside of Cottam
- 207 responded to the survey

**"Cottam is the greatest place on earth!"**

**"The people here are so kind and it's so quiet and beautiful out here. I want my kids to have their families here also."**

**"Cottam is a great place to live"**

**"..a cute little picturesque town people go to."**

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# WHAT WE HEARD

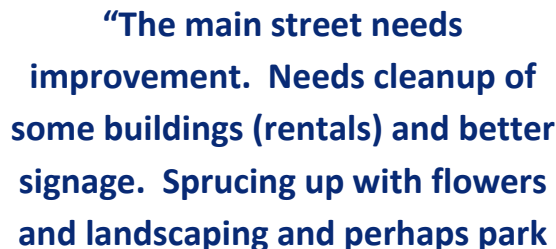
## Guiding Principles

Feedback from participants included suggestions for how these initiatives should be designed. The development of a revitalization plan should include:

- **Be implemented with community leadership** starting early and continuing through all steps of the process
- **Limit barriers to participation or access.** Initiatives should have low fee for participation and available to all members of the community. Activities should be made available outside of standard work hours.
- **Involve the entire community.** There was a desire to increase interaction and strengthen relationships between community groups.
- **View the community holistically.** Building on the above, services and major infrastructure projects should not be duplicated within the community but complement each other.
- **Engage businesses as members of the community.** To recognize their connections and investments in the community projects, events and discussions.

## Priority Actions

All of the following actions were identified by stakeholders during the first and second phase of the consultation period. Prioritization was completed within the subcategories of short term, medium term and long term projects. These groups are amalgamated and presented to indicate the level of importance.



**“The main street needs improvement. Needs cleanup of some buildings (rentals) and better signage. Sprucing up with flowers and landscaping and perhaps park**

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# COMMUNITY REVITALIZATION THEMES

Four themes arose from the feedback through the received surveys and consultation through the public open house. These themes are listed below.

## Increased Events

Comments received often related to events across all groups. A desire for arts programming was specifically mentioned. Feedback suggested that events that enhance current benefits to the community would be welcomed. These included the following.

<b>Short Term</b>	<b>Medium Term</b>	<b>Long Term</b>
<b>1-5 years</b>	<b>6-10 years</b>	<b>11-15 years</b>
Small Outdoor Music Festival	Farmer's Market	Baseball Tournament
Christmas Festival	Night Market	Small Artisan Market
		Summer Sidewalk Sales

## Beautification

Improvements specifically along the main streets were mentioned frequently as were improving walkways and improved winter maintenance. It was also suggested that new walking and bike paths be established to connect key areas in the community.

<b>Short Term</b>	<b>Medium Term</b>	<b>Long Term</b>
<b>1-5 years</b>	<b>6-10 years</b>	<b>11-15 years</b>
Improved Christmas Lights	Bike paths	Installation of Bike Racks
Street Banners	Benches	Planters
	Improved Street Lighting	

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# PARKS AND SPACES

Comments identified a need to upgrade current infrastructure and install new amenities in order to beautify and increase usability of these areas. Examples included; play structures, benches, picnic tables, and lighting.

Ridgeview Park		
Short Term	Medium Term	Long Term
1-5 years	6-10 years	11-15 years
Improved Park Lighting	Walking Trail	Pickleball Courts
Soccer and Baseball Field Improvements		Playground Equipment

Rotary Park		
Short Term	Medium Term	Long Term
1-5 years	6-10 years	11-15 years
Improved Lighting	Improved Furniture	Improved Garden Space
Improved Picnic Area	Playground Equipment	Event Space
		Walking Path

**“It would be nice to see walking trails skate park, etc. However, we do have two great parks in Cottam already.....”**

**“Cottam Pond should be a focal point – Community engagement.”**

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# IMPLEMENTATION AND NEXT STEPS

This plan is designed to give Council a broad vision, guiding principles, and recommendations for future betterment of the Cottam area. It is meant to be an organic document that can adjust both to additional community input and new challenges or opportunities as they arise.

1. Council will evaluate the plan. If the plan is approved, projects will be implemented within the Capital program and operational budgets.
2. Existing town committees and community groups will be provided this document for review of recommendations. The plan includes many recommendations for new or existing groups to study proposed initiatives. Community partnerships for implementation of various projects will be reviewed by staff.
3. Plan will be reviewed on an annual basis for relevancy and new opportunities by Council and staff.

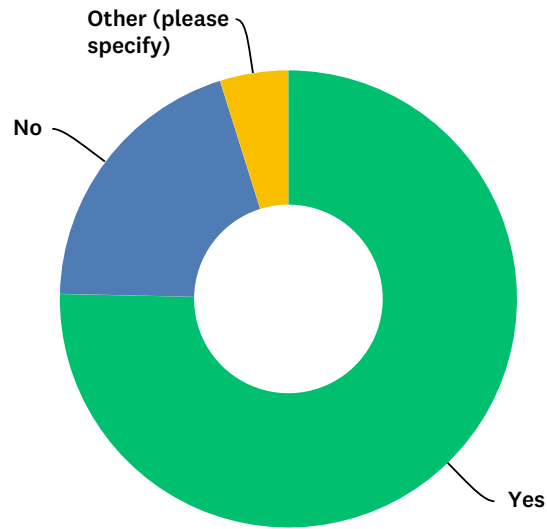
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# APPENDIX A

## SURVEY RESULTS

## Q1 Do you live in Cottam?

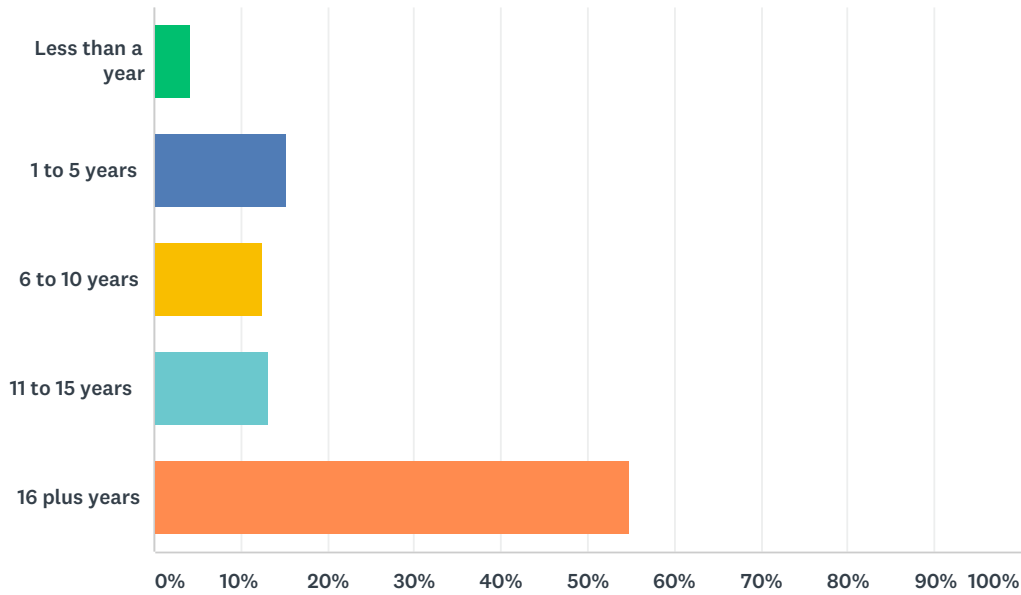
Answered: 207 Skipped: 0



ANSWER CHOICES		RESPONSES
Yes		75.36% 156
No		19.81% 41
Other (please specify)		4.83% 10
TOTAL		207

## Q2 If yes, how long have you lived in Cottam?

Answered: 144 Skipped: 63

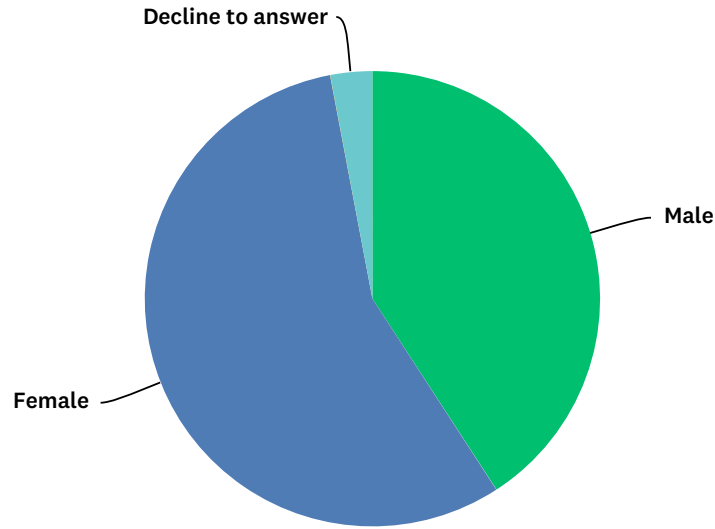


ANSWER CHOICES	RESPONSES	
Less than a year	4.17%	6
1 to 5 years	15.28%	22
6 to 10 years	12.50%	18
11 to 15 years	13.19%	19
16 plus years	54.86%	79
TOTAL		144



### Q3 What is your gender?

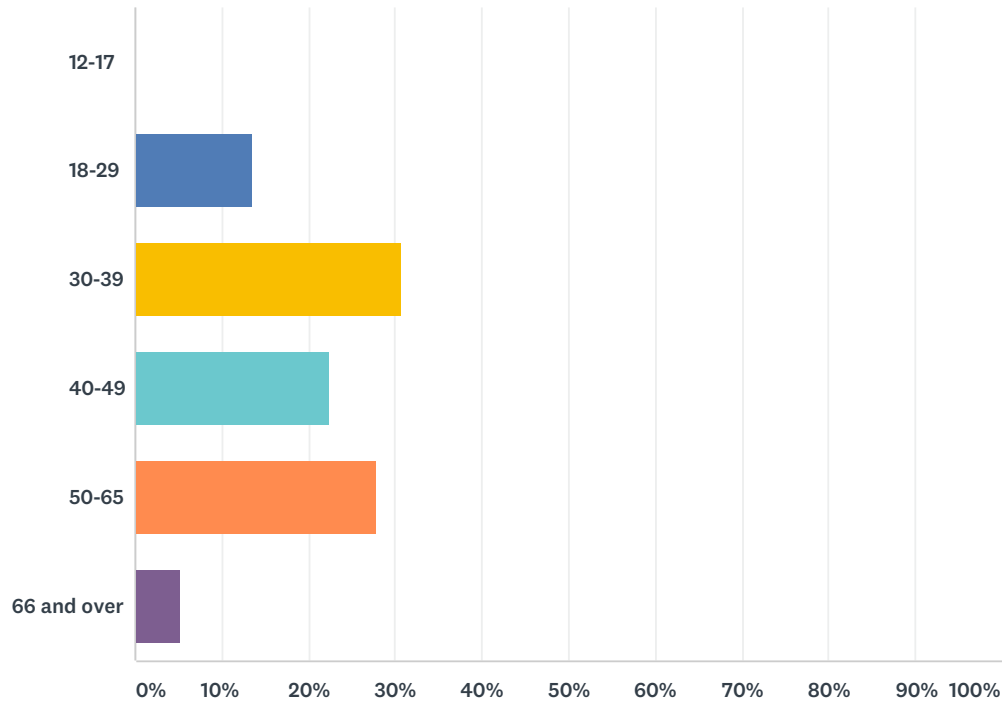
Answered: 169 Skipped: 38



ANSWER CHOICES	RESPONSES	
Male	40.83%	69
Female	56.21%	95
I do not identify with the above	0.00%	0
Decline to answer	2.96%	5
TOTAL		169

## Q4 What is your age

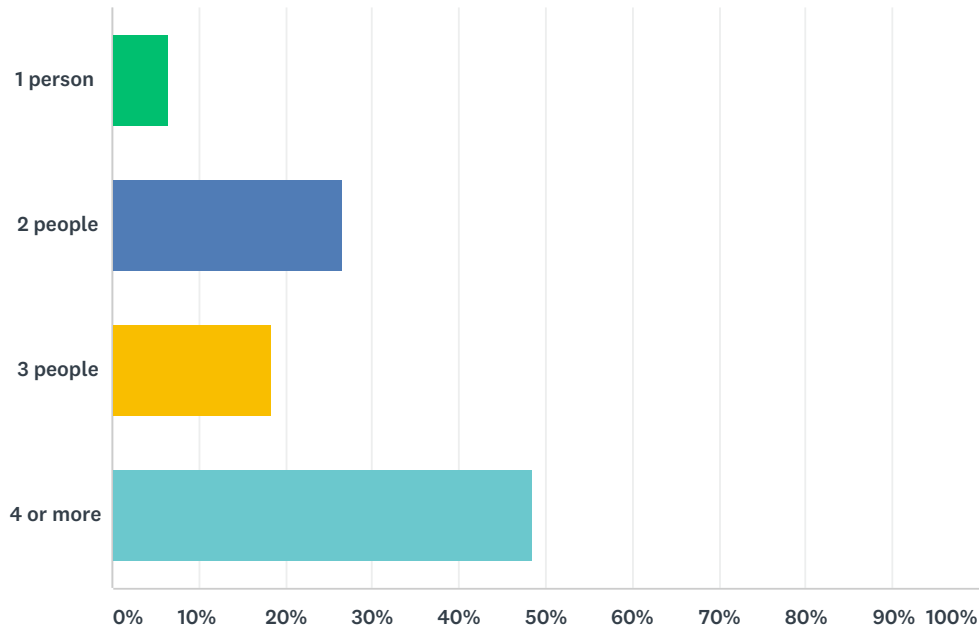
Answered: 169 Skipped: 38



ANSWER CHOICES	RESPONSES	
12-17	0.00%	0
18-29	13.61%	23
30-39	30.77%	52
40-49	22.49%	38
50-65	27.81%	47
66 and over	5.33%	9
TOTAL		169

## Q5 How many people live in your household?

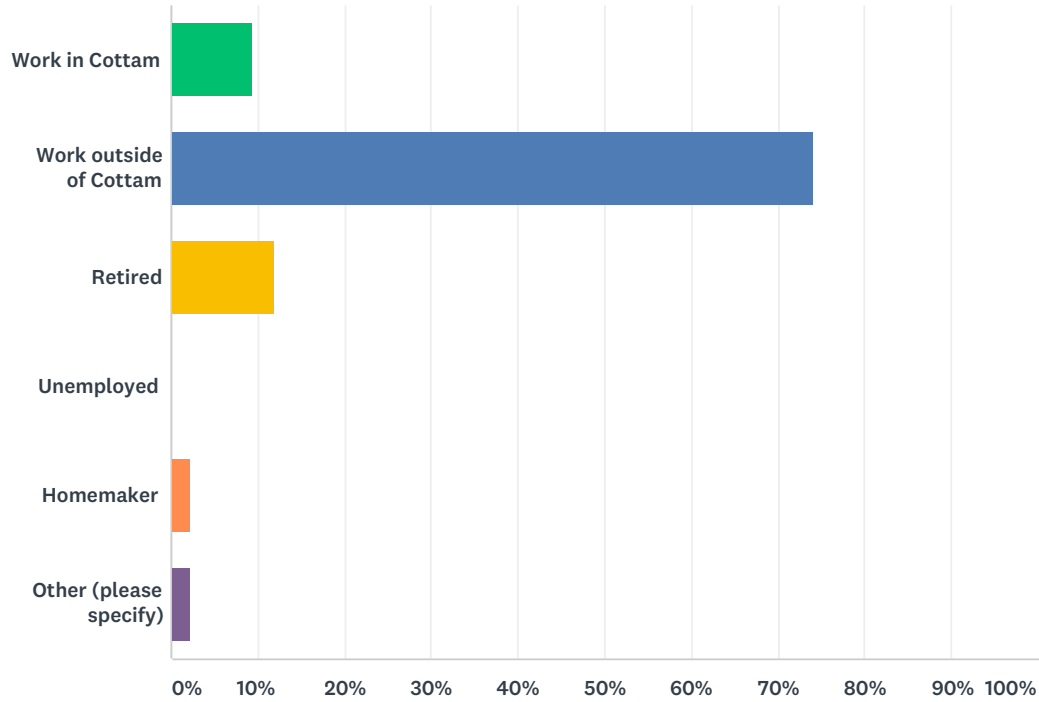
Answered: 169 Skipped: 38



ANSWER CHOICES	RESPONSES	
1 person	6.51%	11
2 people	26.63%	45
3 people	18.34%	31
4 or more	48.52%	82
TOTAL		169

## Q6 Where do you work?

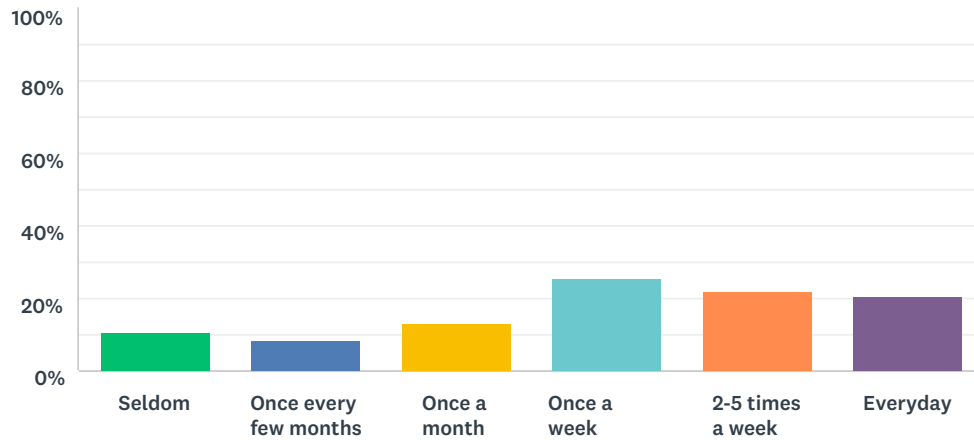
Answered: 169 Skipped: 38



ANSWER CHOICES	RESPONSES	
Work in Cottam	9.47%	16
Work outside of Cottam	73.96%	125
Retired	11.83%	20
Unemployed	0.00%	0
Homemaker	2.37%	4
Other (please specify)	2.37%	4
TOTAL		169

## Q7 How often do you visit downtown Cottam?

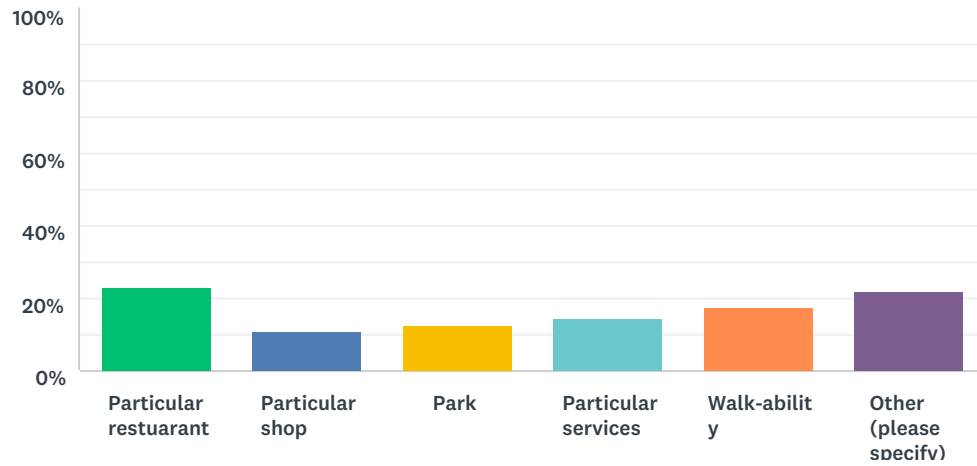
Answered: 169 Skipped: 38



ANSWER CHOICES	RESPONSES	
Seldom	10.65%	18
Once every few months	8.28%	14
Once a month	13.02%	22
Once a week	25.44%	43
2-5 times a week	21.89%	37
Everyday	20.71%	35
TOTAL		169

## Q8 Why do you visit downtown Cottam?

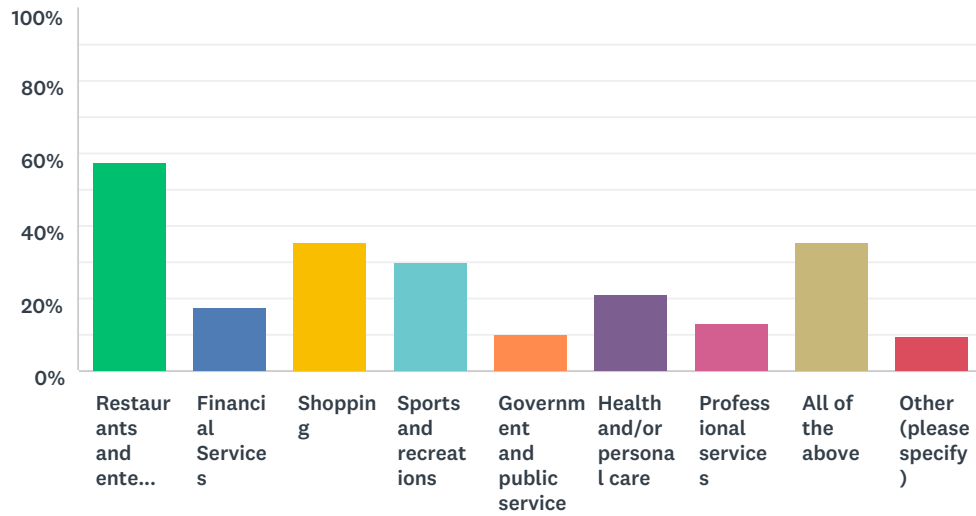
Answered: 167 Skipped: 40



ANSWER CHOICES	RESPONSES	
Particular restuarant	22.75%	38
Particular shop	10.78%	18
Park	12.57%	21
Particular services	14.37%	24
Walk-ability	17.37%	29
Other (please specify)	22.16%	37
TOTAL		167

## Q9 What types of businesses should be attracted to Cottam?

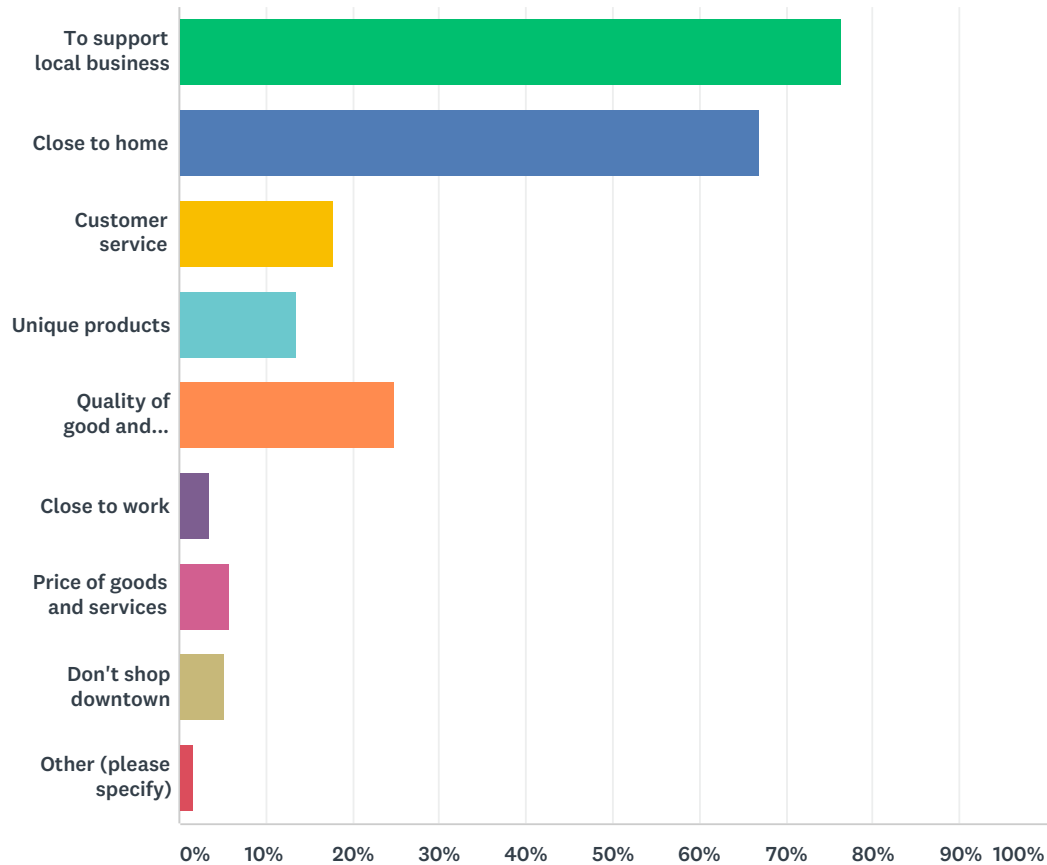
Answered: 168 Skipped: 39



ANSWER CHOICES	RESPONSES	
Restaurants and entertainment	57.74%	97
Financial Services	17.26%	29
Shopping	35.71%	60
Sports and recreations	29.76%	50
Government and public service	10.12%	17
Health and/or personal care	20.83%	35
Professional services	13.10%	22
All of the above	35.71%	60
Other (please specify)	9.52%	16
Total Respondents: 168		

## Q10 What are the top two reasons you choose to support the businesses in Cottam?

Answered: 169 Skipped: 38

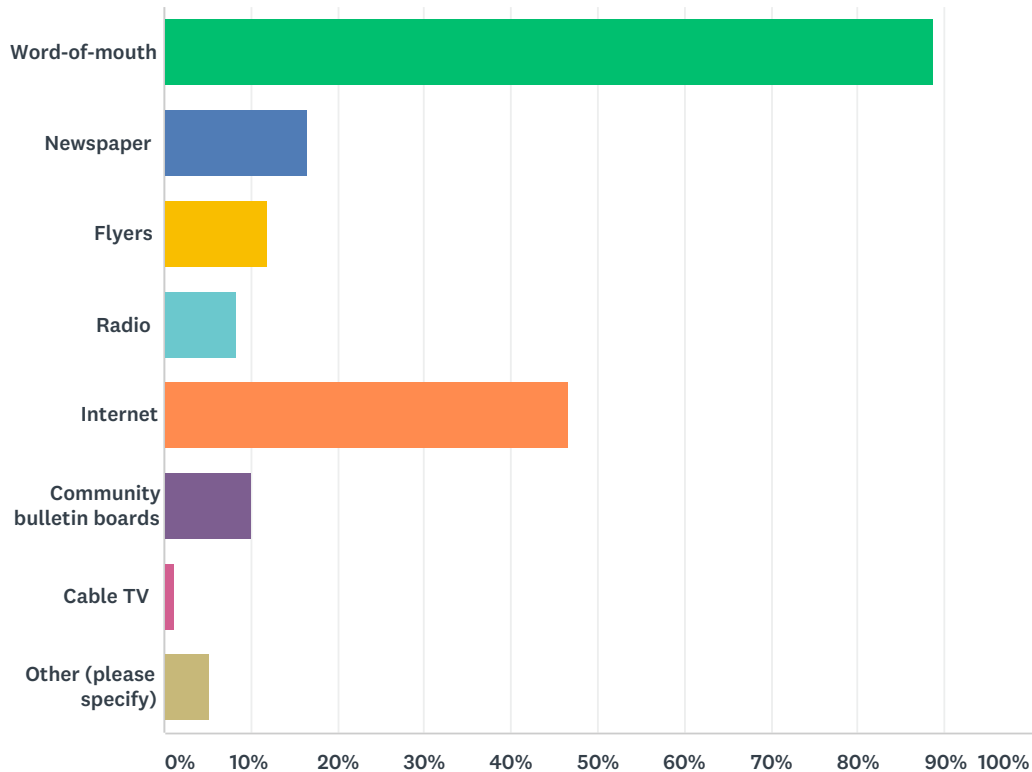


ANSWER CHOICES	RESPONSES	
To support local business	76.33%	129
Close to home	66.86%	113
Customer service	17.75%	30
Unique products	13.61%	23
Quality of good and services	24.85%	42
Close to work	3.55%	6
Price of goods and services	5.92%	10
Don't shop downtown	5.33%	9
Other (please specify)	1.78%	3
Total Respondents: 169		



## Q11 How do you usually find out about local businesses or services? (Select all that apply)

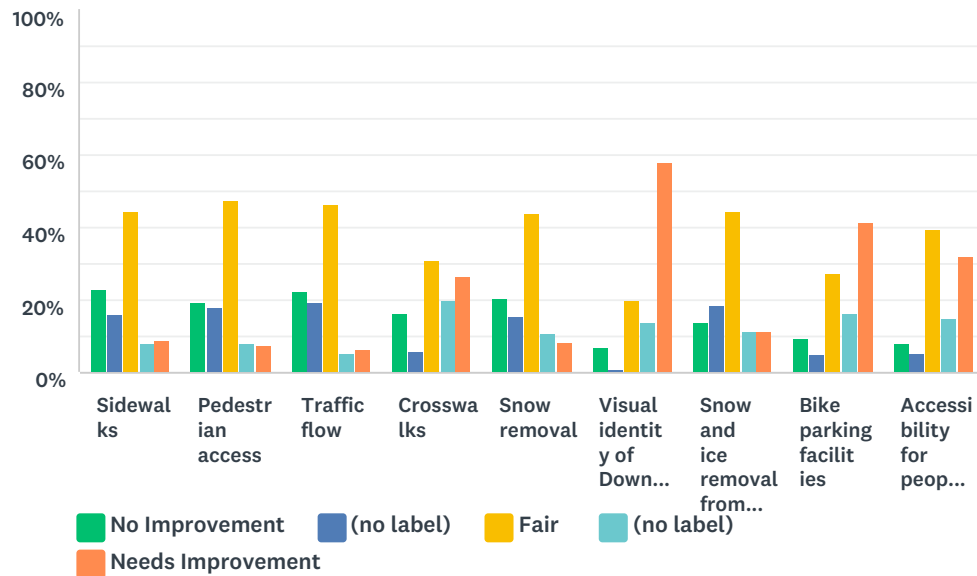
Answered: 169 Skipped: 38



ANSWER CHOICES	RESPONSES	
Word-of-mouth	88.76%	150
Newspaper	16.57%	28
Flyers	11.83%	20
Radio	8.28%	14
Internet	46.75%	79
Community bulletin boards	10.06%	17
Cable TV	1.18%	2
Other (please specify)	5.33%	9
Total Respondents: 169		

## Q12 Please rate the the quality of the following aspects of the accessibility to Downtown.

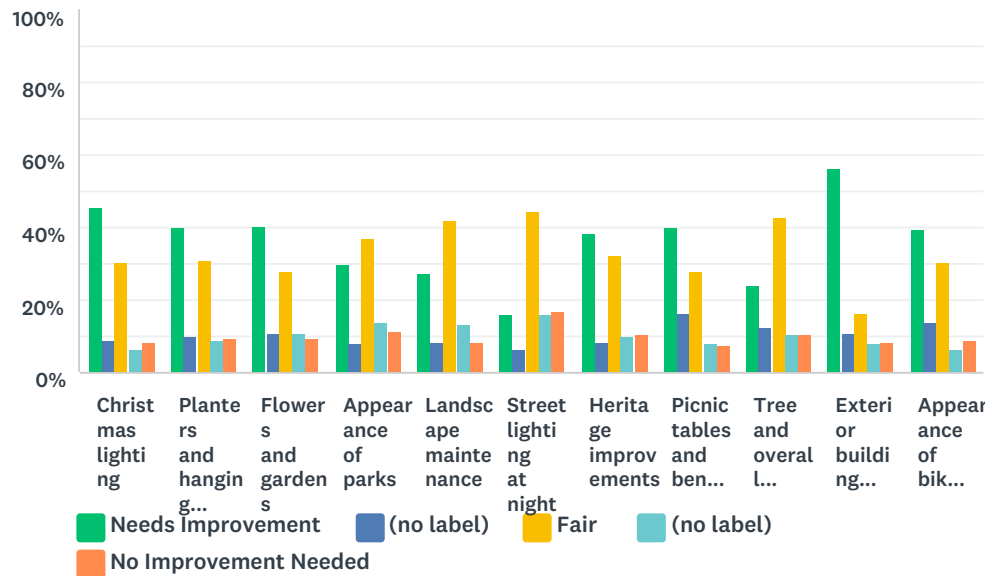
Answered: 168 Skipped: 39



	NO IMPROVEMENT	(NO LABEL)	FAIR	(NO LABEL)	NEEDS IMPROVEMENT	TOTAL
Sidewalks	23% 38	16% 27	44% 74	8% 13	9% 15	167
Pedestrian access	19% 32	18% 30	47% 78	8% 13	7% 12	165
Traffic flow	22% 37	19% 32	46% 77	5% 9	7% 11	166
Crosswalks	16% 27	6% 10	31% 51	20% 33	27% 44	165
Snow removal	20% 33	16% 25	44% 71	11% 18	9% 14	161
Visual identity of Downtown	7% 12	1% 2	20% 33	14% 23	58% 97	167
Snow and ice removal from sidewalks and paths	14% 23	18% 30	45% 73	12% 19	12% 19	164
Bike parking facilities	10% 16	5% 8	28% 46	16% 27	42% 69	166
Accessibility for people with disabilities	8% 13	5% 9	39% 65	15% 25	32% 53	165

## Q13 Please rate the quality of the following aspects of the appearance of the Downtown.

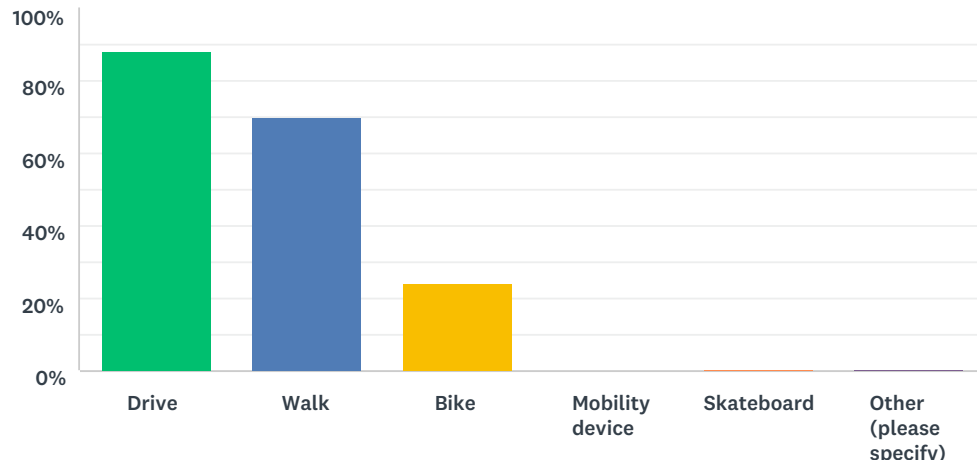
Answered: 167 Skipped: 40



	NEEDS IMPROVEMENT	(NO LABEL)	FAIR	(NO LABEL)	NO IMPROVEMENT NEEDED	TOTAL
Christmas lighting	45.51% 76	8.98% 15	30.54% 51	6.59% 11	8.38% 14	167
Planters and hanging baskets	40.12% 67	10.18% 17	31.14% 52	8.98% 15	9.58% 16	167
Flowers and gardens	40.72% 68	10.78% 18	28.14% 47	10.78% 18	9.58% 16	167
Appearance of parks	29.94% 50	7.78% 13	37.13% 62	13.77% 23	11.38% 19	167
Landscape maintenance	27.71% 46	8.43% 14	42.17% 70	13.25% 22	8.43% 14	166
Street lighting at night	15.85% 26	6.71% 11	44.51% 73	15.85% 26	17.07% 28	164
Heritage improvements	38.51% 62	8.70% 14	32.30% 52	9.94% 16	10.56% 17	161
Picnic tables and benches	40.24% 66	16.46% 27	28.05% 46	7.93% 13	7.32% 12	164
Tree and overall shade	23.93% 39	12.27% 20	42.94% 70	10.43% 17	10.43% 17	163
Exterior building appearance	56.63% 94	10.84% 18	16.27% 27	7.83% 13	8.43% 14	166
Appearance of bike lanes and parking	39.63% 65	14.02% 23	30.49% 50	6.71% 11	9.15% 15	164

## Q14 What are the two main ways that you travel to get to Downtown?

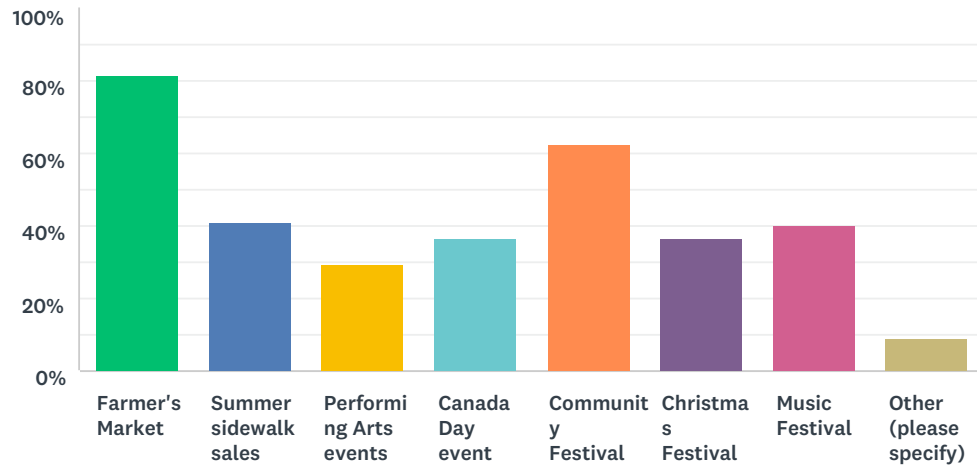
Answered: 166   Skipped: 41



ANSWER CHOICES	RESPONSES	
Drive	87.95%	146
Walk	69.88%	116
Bike	24.10%	40
Mobility device	0.00%	0
Skateboard	0.60%	1
Other (please specify)	0.60%	1
Total Respondents: 166		

## Q15 What events would you like to see in Cottam?

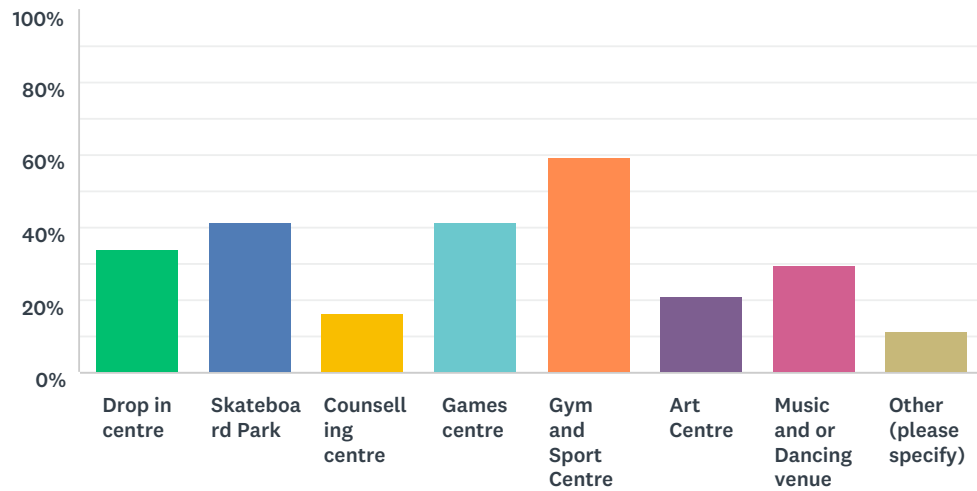
Answered: 166   Skipped: 41



ANSWER CHOICES	RESPONSES	
Farmer's Market	81.33%	135
Summer sidewalk sales	40.96%	68
Performing Arts events	29.52%	49
Canada Day event	36.75%	61
Community Festival	62.65%	104
Christmas Festival	36.75%	61
Music Festival	39.76%	66
Other (please specify)	9.04%	15
Total Respondents: 166		

## Q16 Please suggest any services or facilities for youth you feel are needed.

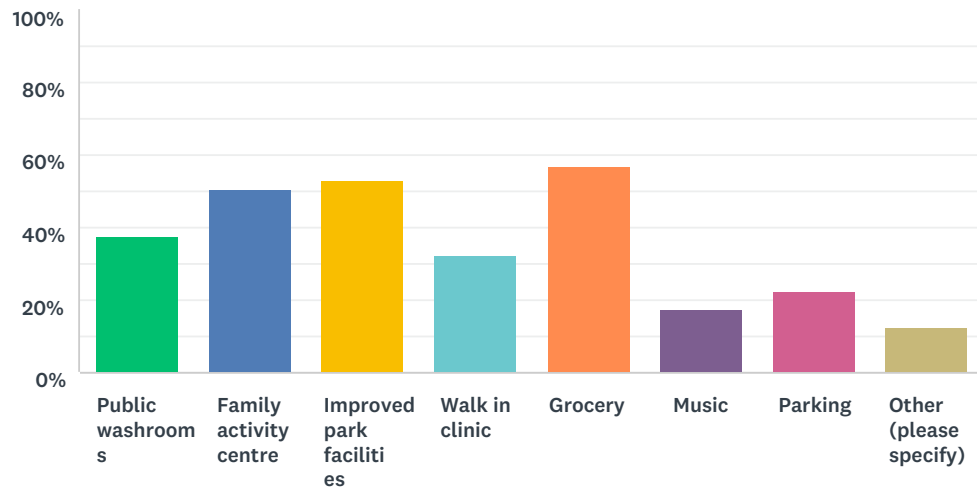
Answered: 159 Skipped: 48



ANSWER CHOICES	RESPONSES	
Drop in centre	33.96%	54
Skateboard Park	41.51%	66
Counselling centre	16.35%	26
Games centre	41.51%	66
Gym and Sport Centre	59.75%	95
Art Centre	20.75%	33
Music and or Dancing venue	29.56%	47
Other (please specify)	11.32%	18
Total Respondents: 159		

## Q17 Please suggest any services or facilities for families you feel are needed.

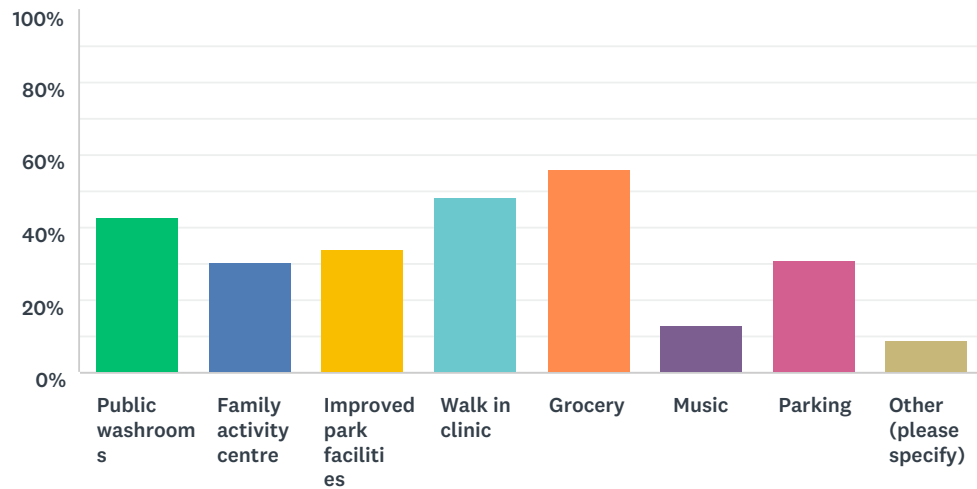
Answered: 160 Skipped: 47



ANSWER CHOICES	RESPONSES	
Public washrooms	37.50%	60
Family activity centre	50.63%	81
Improved park facilities	53.13%	85
Walk in clinic	32.50%	52
Grocery	56.88%	91
Music	17.50%	28
Parking	22.50%	36
Other (please specify)	12.50%	20
Total Respondents: 160		

## Q18 Please suggest any services or facilities for seniors you feel are needed.

Answered: 155   Skipped: 52

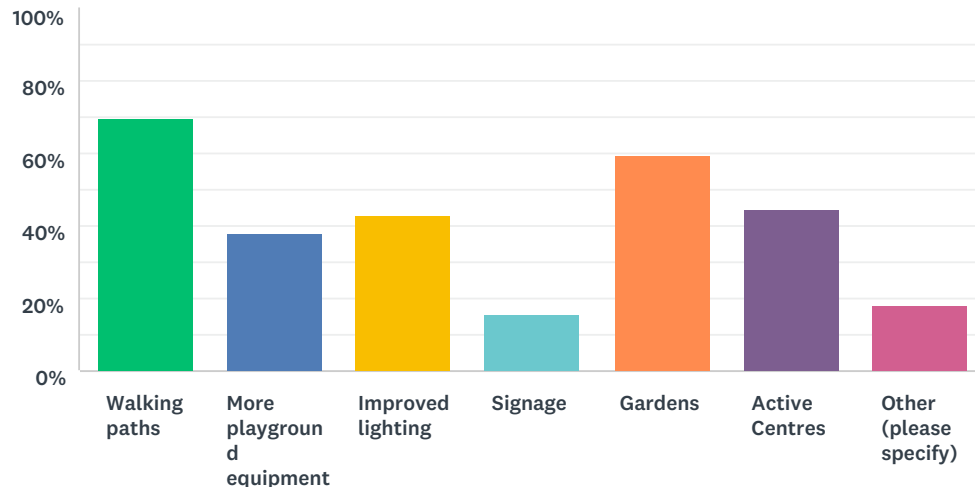


ANSWER CHOICES	RESPONSES	
Public washrooms	43.23%	67
Family activity centre	30.32%	47
Improved park facilities	34.19%	53
Walk in clinic	48.39%	75
Grocery	56.13%	87
Music	12.90%	20
Parking	30.97%	48
Other (please specify)	9.03%	14
Total Respondents: 155		



## Q19 What improvements would you like to see within the Parks.

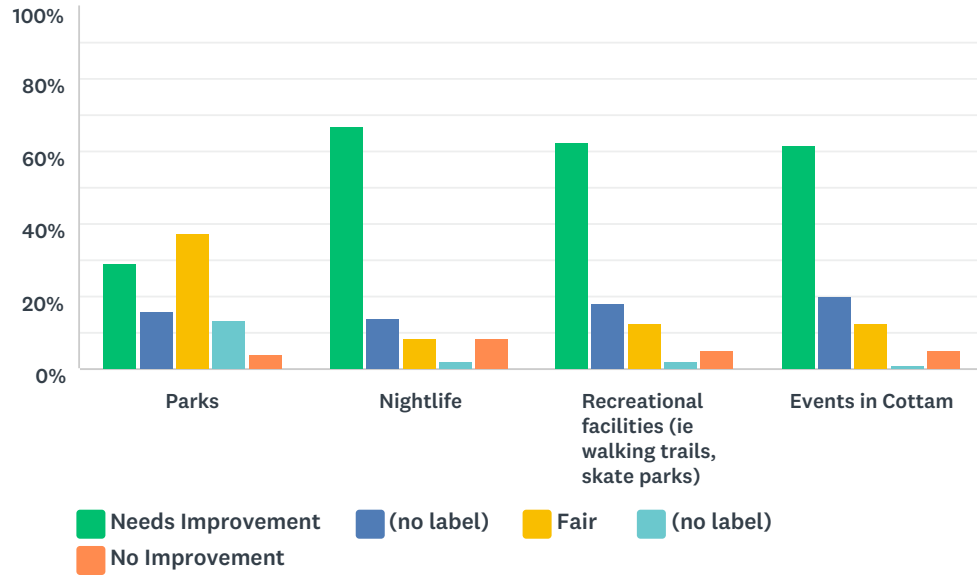
Answered: 161 Skipped: 46



ANSWER CHOICES	RESPONSES	
Walking paths	69.57%	112
More playground equipment	37.89%	61
Improved lighting	42.86%	69
Signage	15.53%	25
Gardens	59.63%	96
Active Centres	44.72%	72
Other (please specify)	18.01%	29
Total Respondents: 161		

## Q20 How would rate the following

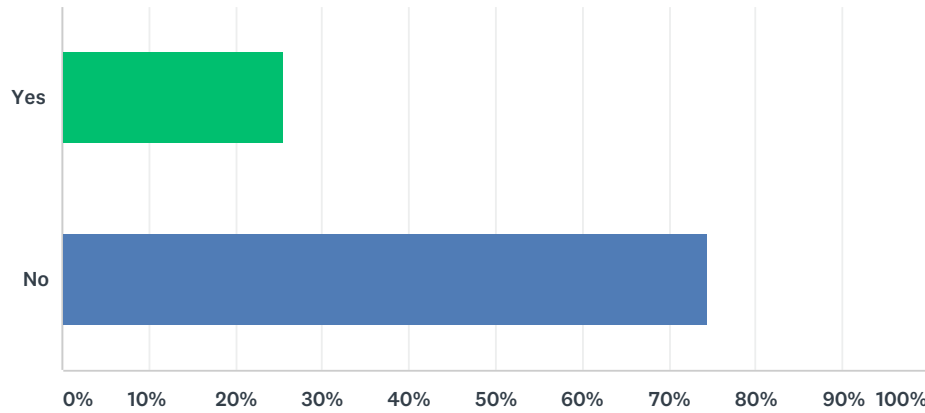
Answered: 166 Skipped: 41



	NEEDS IMPROVEMENT	(NO LABEL)	FAIR	(NO LABEL)	NO IMPROVEMENT	TOTAL
Parks	29.09% 48	15.76% 26	37.58% 62	13.33% 22	4.24% 7	165
Nightlife	66.87% 109	14.11% 23	8.59% 14	1.84% 3	8.59% 14	163
Recreational facilities (ie walking trails, skate parks)	62.42% 103	18.18% 30	12.73% 21	1.82% 3	4.85% 8	165
Events in Cottam	61.45% 102	19.88% 33	12.65% 21	1.20% 2	4.82% 8	166

## Q21 Thank you for taking the survey. Do you have any additional comments?

Answered: 165 Skipped: 42



ANSWER CHOICES	RESPONSES	
Yes	25.45%	42
No	74.55%	123
TOTAL		165

Q22 Please provide comments.

Answered: 60   Skipped: 147



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

**Date:** September 5, 2018  
**To:** Mayor and Council  
**Author:** Peggy Van Mierlo-West, CAO  
**RE:** BIA Lease Agreement  
**Report No.:** CAO 2018 - 09

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## **AIM**

To provide Council with an amended lease agreement between the Town of Kingsville and the Kingsville Business Improvement Association.

## **BACKGROUND**

The Kingsville Business Improvement Association (BIA) currently leases the Carnegie Centre located at 28 Division Street S. Recently the BIA requested to amend this three agreement. They proposed to relocate to the basement of the building.

The BIA plays an integral role in the revitalization of the of the downtown core and providing an office/meeting space for the Board and its Coordinator is essential to maintaining the BIA purpose of revitalizing and maintaining the downtown core, and promoting the area as a business and shopping destination.

## **DISCUSSION**

The current rate for the lease is \$506.76 per month. Other incidentals such as internet, photocopier and telephone are paid by the BIA.

The attached amended agreement was reviewed by the BIA Board and approved in principle pending Council's review of the document.

The attached agreement includes changes such as:

- The BIA will have full use of the downstairs area
- Common areas have been defined as hallways, kitchen area, storage, elevator and washrooms
- A list of furnishings that the BIA own and are willing to loan the Town during the term of this agreement
- Cleaning of the Carnegie will now be the responsibility of the Town
- The proposed cost of leasing the basement is \$289.14 per month with a 2% annual increase

Public washrooms will remain open to the public, Monday – Saturday (September – June), and Sunday to Saturday (June – September).

### **LINK TO STRATEGIC PLAN**

Promote the betterment, self-image and attitude of the community.

### **FINANCIAL CONSIDERATIONS**

There will be a decrease revenue of approximately \$2,611.46 in the 2019 operational budget.

### **CONSULTATIONS**

BIA Board Members  
Director of Corporate Services

### **RECOMMENDATION**

That the amended agreement between the Town of Kingsville and the Kingsville Business Improvement Association be approved

And that the Mayor and Clerk be directed to sign the agreement

*Peggy Van Mierlo-West*

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

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made this 10 day of September, 2018.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
(hereinafter referred to as the "Landlord")  
**OF THE FIRST PART**

**-and-**

**KINGSVILLE BUSINESS IMPROVEMENT AREA BOARD OF MANAGEMENT**  
(hereinafter referred to the "Tenant")  
**OF THE SECOND PART**

**WHEREAS:**

The Landlord is the owner of certain lands and premises located at 28 Division Street South, Kingsville, Ontario and more particularly described in Schedule "A" to this Agreement (the "Lands").

Situate upon the Lands is a building (the "Building"), which Building includes a main floor, foyer area containing a mechanical room and washrooms, stairways to the upper floor and basement and, in the basement, a hallway leading to an elevator maintenance room.

The foyer area containing a mechanical room and washrooms, stairways to the upper floor and basement and, in the basement, a hallway leading to an elevator maintenance room (the "Common Area") are identified in blue on Schedules "8 (1)" and "8 (2)" attached hereto and forming part of this Lease.

The Landlord wishes to lease a certain portion of the Building, namely the basement, to the Tenant for use as an office, and meeting space (the "Leased Premises") which area is identified in pink on Schedules "8(2)" attached hereto and forming part of this Lease.

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants and obligations set forth and of the payment of Two (\$2.00) Dollars, the one to the other (the sufficiency and receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

### **Recitals**

1. The recitals as set out above are true in substance and in fact.

### **Leased Premises**

2. Subject to the Landlord's rights under the terms of this Lease, the Landlord hereby leases to the Tenant the Leased Premises on the terms set out herein.
3. For greater clarity, the Common Area, together with the main floor, lands adjacent to or outside the Building which include the grassy areas, parking areas, walkways, sidewalks and Building access areas, do not constitute rented or rentable areas and the Tenant's right to use such areas shall be limited to those rights in common with the Landlord. In this regard, the Tenant understands and agrees that the Landlord may use certain portions of the Common Area, the main floor and the Lands adjacent to and outside of the

Building for public purposes, including any form of municipal event, at any time and in any manner that the Landlord may see fit.

### **Term**

4. The term of this Lease shall be 3 years, commencing on the 1<sup>st</sup> day of October, 2018 and ending on the 30<sup>th</sup> day of September, 2021 (the "Term").
5. Subject to the Landlord's rights under the terms of this Lease the Tenant shall have quiet enjoyment of the Leased Premises during the term of this Lease without any interruption or disturbance from the Landlord.

### **Use**

6. The Tenant may use the Leased Premises for an office, meeting space and centre for workshops and for no other purpose.
7. Attached at Schedule "B" is a list of furniture currently owned by the Tenant.

### **Rent**

8. The Tenant covenants and agrees to pay the Landlord, in lawful money of Canada, annual rent as follows:
  - a) for the first year of the Term, the amount of \$3,469.66, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$289.14, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year;
  - b) for the second year of the Term, the amount of \$3,539.05, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$294.92, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year; and
  - c) for the third year of the Term, the amount of \$3,609.83, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$300.82, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year.

### **Tenant's Responsibilities**

9. The Tenant further covenants and agrees as follows:
  - a. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the Leased Premises for the purpose of inspection of the same and, in the event that such inspection reveals that maintenance or repair work is required to be completed the Landlord shall make the necessary arrangements to conduct the maintenance or repair work. The Tenant shall permit the Landlord, upon the Landlord providing reasonable notice, to enter the Leased Premises for the purpose of carrying out the aforementioned maintenance and repairs. The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience in connection with the entry by the Landlord and/or any maintenance or repair work carried out by the Landlord.
  - b. The Tenant shall keep the Leased Premises and the Common Area in a reasonable state of cleanliness.
  - c. The Tenant shall, at its expense, be responsible for any damage caused to the Lands, Building, Common Area, or Leased Premises, which is a result of the Tenant's conduct or negligence, or the conduct or negligence of the Tenant's employees, officers, agents, representative, or members.



- d. The Tenant shall not make improvements, alterations or renovations to the Leased Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Any such improvements, alterations or renovations made by the Tenant with the written consent of the Landlord shall be at the sole expense of the Tenant and such improvements, alterations or renovations shall immediately become the property of the Landlord without compensation to the Tenant.
- e. Without limiting the generality of section 8(d) of this Lease, no sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant or any other person on the Tenant's behalf, on any part of the inside or outside of the Building without the written consent of the Landlord, which consent shall not be unreasonably withheld.
- f. Notwithstanding section 8(d) of this Lease, the Tenant shall, at its own expense, if requested by the Landlord, remove any or all improvements, alterations or renovations made by the Tenant to the Leased Premises and shall repair all damage caused by the installation or the removal or both.
- g.

#### **Landlord's Responsibilities**

- 10. The Landlord shall, at its expense:
  - a) Be responsible for the payment of any property taxes levied, rated, charged or assessed.
  - b) Maintain certain utilities to the Building being limited to gas, electricity, water and heat.
  - c) Be responsible for the continued maintenance and repair of the exterior of the Building and all heating equipment, central air-conditioning equipment located in or on the Building and the elevator.
  - d) Be responsible for the continued maintenance of the Lands adjacent to the Building including all grassy areas, parking areas, walkways, sidewalks and Building access areas.
  - e) Be responsible for internal janitorial cleaning of the Building, including the Leased Premises and Common Areas.
- 11. The Landlord shall take the necessary steps to ensure, at its expense, the Building and appurtenances thereto against any and all loss from any cause whatsoever and, without limiting the generality of the foregoing, shall include a loss by fire, the elements or explosion, for their full insurable value.
- 12. The Landlord and Tenant agree that any other services or expenses relevant to the use and occupation by the Tenant of the Leased Premises and not specifically mentioned herein are the sole responsibility and expense of the Tenant, including, but not limited to telephone and internet service. The parties agree that the Landlord shall have full use of any internet services, without cost, that the Tenant provides.

#### **Acts of Default**

- 13. In addition to the breach of any covenant, term or condition of this Lease, the following are acts of default for the purposes of this Lease ("Acts of Default"):

- a) a material change in use of the Leased Premises by the Tenant and, in particular, without limiting the generality of the foregoing, any change that affects the Landlord's insurance or that constitutes a nuisance;
- b) the Tenant has committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Land or any part thereof;
- c) any significant willful or negligent damage to the Building caused by the Tenant or by persons permitted on the Building by the Tenant; or
- d) the Leased Premises become vacant or remain unoccupied for a period of 30 consecutive days.

### **Termination and Re-entry**

- 14. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party, in accordance with the Notice provisions of this Agreement.
- 15. The Landlord may terminate the Lease and re-enter the Leased Premises if the Tenant commits an Act of Default or for any other cause permitted by law.
- 16. If, when an Act of Default has occurred and the Landlord does not exercise its right of termination and re-entry, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default and to charge the costs of such rectification to the Tenant and recover such costs as rent.
- 17. No Act of Default shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord. Any waiver shall not constitute the condoning of any Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it from exercising its remedies with respect to a subsequent Act of Default.

### **Over holding**

- 18. If the Tenant remains in possession of the Leased Premises after termination of this Lease and if the Landlord then accepts rent for the Leased Premises from the Tenant, it is agreed that such over-holding shall create a monthly tenancy only and the tenancy shall be subject to all of the terms and conditions of this Lease except those regarding the term.

### **Force Majeure**

- 19. It is expressly agreed that, if during the term hereof, the Building shall be damaged by fire, lightning, tempest, impact of aircraft, Acts of God, riots, insurrections or explosions, the following provisions shall have effect:
  - a) if the Building is rendered wholly unfit for occupancy, the rent hereby reserved shall be suspended until the Building has been repaired or restored;
  - b) if the Building is rendered partially unfit for occupancy, the rent hereby reserved shall abate in part only in the proportion that the part of the Building so rendered unfit is of the whole of the Building until the Building has been repaired or restored;
  - c) if the Building shall be incapable of being repaired or restored with reasonable diligence within 120 days of the happening of the damage, then either the Landlord or the Tenant may, at its/their option, terminate this Lease by notice in writing to the other given within 60 days from the date of the damage, and if such notice is given, this Lease shall cease and become

null and void from the date of the damage and the Tenant shall immediately surrender the Building and all its interest therein to the Landlord and the rent shall be apportioned and shall be payable by the Tenant only to the date of such damage, and the Landlord may re-enter and repossess the Building;

- d) if the Building is capable with reasonable diligence of being repaired or restored within 120 days of the happening of such damage, then the Landlord shall restore or repair the Building within 120 days;
- e) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- f) There shall be no abatement from or reduction to the rent payable by the Tenant nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities or from any cause whatsoever.

### **Assignment or Sublet**

- 20. The Tenant may not assign or sublet the Leased Premises, in whole or in part, without the written consent of the Landlord.
- 21. Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not release the Tenant from its obligations under this Lease, including the obligation to pay rent and other expenses as provided for herein.

### **Vacant Possession**

- 22. At the end of the term of this Lease or upon termination, the Tenant shall deliver vacant possession of the Leased Premises to the Landlord in the same condition as at the commencement of the Lease, reasonable wear and tear excepted and subject to section 8(d).

### **Notice**

- 23. Notice given under this Lease shall be provided by way of:
  - a) hand delivery, in which case notice shall be effective on the date of delivery;
  - b) e-mail, in which case notice shall be effective on the day on which the e-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 Landlord:

The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Attention: Chief Administrative Officer

To the Tenant:

Kingsville Business Improvement Area Board of Management  
28 Division Street South  
Kingsville, Ontario N9Y 1P3  
Attention: BIA Coordinator

### **General**

- 24. The Tenant shall not register notice of or a copy of this Lease on title to the Lands without consent of the Landlord.
- 25. This Agreement may be amended with regard to any one or more of the terms herein in writing duly executed by both parties.
- 26. In this Lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual includes a corporation and vice versa.
- 27. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and permitted assigns as the case may be.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Lease.

**THE CORPORATION OF THE  
TOWN OF KINGSVILLE**

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

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

**KINGSVILLE BUSINESS IMPROVEMENT AREA**

\_\_\_\_\_  
**Name:**

**Title:**

\_\_\_\_\_  
**Name:**

**Title:**

I/We have the authority to bind the Corporation

## SCHEDULE "A"

### Description:

PT LT 1 S/S PEARL ST W PL 184-185 KINGSVILLE AS IN TK1074; KINGSVILLE AND  
PT LT 1 S/S PEARL ST W, 2 S/S PEARL ST W PL 184-185 KINGSVILLE PT 3,  
12R2241; KINGSVILLE

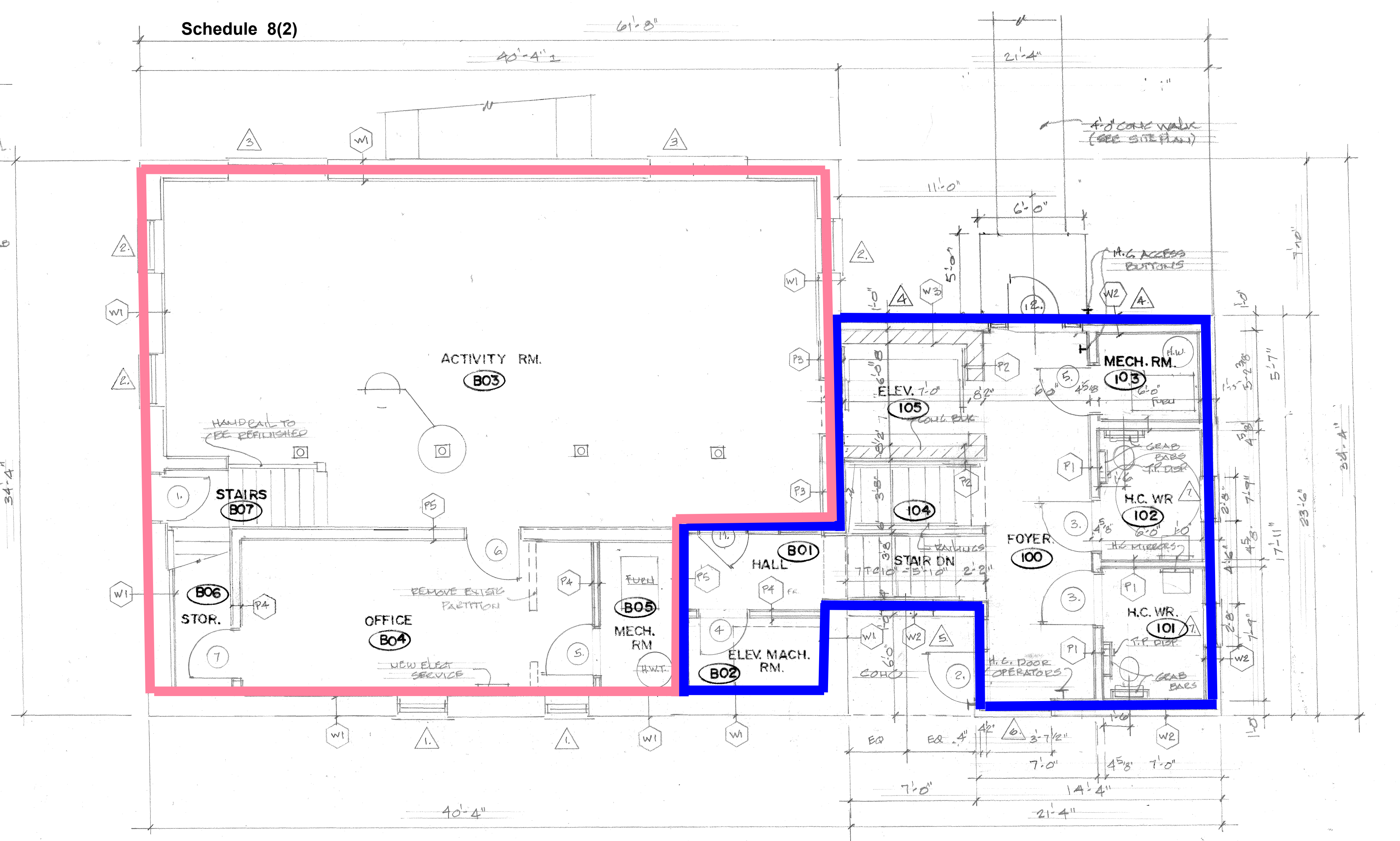
SCHEDULE “B”

FURNITURE AT THE CARNEGIE		
ITEM	PROPERTY USED BY	PROPERTY OWNER
Black office chair	BIA	BIA
Black office chair	Tourism	BIA
Grey office chair	Tourism	BIA
Wooden Desk (wih tall back)	BIA	BIA
Wooden Desk (with file drawer(	BIA	BIA
Wooden Desk (with middle drawer)	Tourism	BIA
Wooden Desk (with middle drawer)	Tourism	BIA
Short Wooden File Cabinet	Tourism	BIA
Tall Wooden File Cabinet	BIA	BIA
Wooden Binder Shelf	BIA	BIA
2 Love Seats	BIA	BIA
Lounge Chair	BIA	BIA
Coffee Table	BIA	BIA
TV	Tourism	BIA
TV Table	Tourism	BIA
Antique Postal Cabinet	Tourism	Town of Kingsville
Stackable Chairs	BIA/Tourism	Town of Kingsville
Folding Wood Tables	BIA/Tourism	Town of Kingsville
2 Metal File Cabinets	BIA	BIA
2 Storage Shelves in kitchen area	BIA/Tourism	BIA
Fridge, Microwave, Coffee Stand	BIA/Tourism	BIA
Antique Wooden Pedistol	Tourism	BIA
Storage Shelves to be purchased	BIA	BIA (this is for storage downstairs and not yet purchased)



125





MAIN FLOOR & BASEMENT FLOOR PLAN

1/4" = 1" = 1'-0"





**REGULAR MEETING OF COUNCIL  
MINUTES**

**Monday, August 27, 2018**

**7:00 PM**

**Council Chambers**

**2021 Division Road N**

**Kingsville, Ontario N9Y 2Y9**

Members of Council    Mayor Nelson Santos  
                                 Deputy Mayor Gord Queen  
                                 Councillor Susanne Coghill  
                                 Councillor Tony Gaffan  
                                 Councillor Thomas Neufeld  
                                 Councillor Larry Patterson  
                                 Absent: Councillor John Driedger (on personal business)

Members of                J. Astrologo, Director of Corporate Services  
Administration        R. Brown, Manager of Planning Services  
                                 M. Durocher, Parks & Recreation Program Manager  
                                 T. Del Greco, Municipal Services Manager  
                                 S. Kitchen, Deputy Clerk-Council Services  
                                 P. Van Mierlo-West, CAO  
                                 R. Baines, Deputy Clerk - Administrative Services  
                                 D. Wolicki, Manager of Municipal Facilities and Property

**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 playing 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. The Youth Council Coalition of Canada (YCC) Presentation RE: Creating a Youth-Friendly Windsor Essex**

Ms. Kelsey Santarossa, Founder of the Youth Council Coalition of Canada (YCC of Canada) presented the PowerPoint presentation entitled "Creating a Youth-Friendly Windsor-Essex". She indicated that YCC of Canada is looking for a support resolution at this time so that if it is successful in receiving a Community Impact Grant from the Windsor-Essex Community Foundation, YCC of Canada would be able to work with the Town of Kingsville to develop, support and grow a youth advisory committee or board of trustees.

**494-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Susanne Coghil

That Council support the Youth Council Coalition of Canada's application for grant funding to the Windsor-Essex Community Foundation and if funding is approved, to work with the YCC to develop, support and grow a youth council advisory committee.

**CARRIED**

**2. Sarah Snelgrove on behalf of the residents of Joaney Lane, Cottam --  
Petition that there be no sidewalks installed along Joaney Lane, Cottam**

Justin Snelgrove (8 Joaney Lane) presented the Petition on behalf of certain residents of Joaney Lane, Cottam, that there be no sidewalks installed along the street.

**495-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council receive the 3-page Petition as filed by Ms. and Mrs. Justin Snelgrove on behalf of certain residents of Joaney Lane, Cottam, in opposition to the installation of sidewalks on Joaney Lane.

**CARRIED**

**496-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council refer Petition of Joaney Lane residents to Administration for a report.

**CARRIED**

**F. MATTERS SUBJECT TO NOTICE**

**1. PUBLIC MEETING--Application for Zoning By-law Amendment by Sunquest Farms Ltd. 1254 Road 3 E Part of Lot 7, Concession 3 ED**

R. Brown, Manager of Planning Services

i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment dated August 3, 2018;

ii) Report of R. Brown dated August 15, 2018;

iii) Proposed by-law 99-2018 being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

Mr. Brown presented the Planning Report and fielded questions from Council.

There were no questions or comments from anyone in attendance in the audience.

**497-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Tony Gaffan

That Council defer Zoning By-Law Amendment Application ZBA/19/18 by Sunquest Farms Ltd. to permit a medical marihuana production facility on property located at 1254 Road 3 East until such time as the report on possible

use of an interim control by-law is prepared by Administration and returns to Council.

**CARRIED**

**G. AMENDMENTS TO THE AGENDA**

Councillor Patterson added three notices of motion and one announcement, and Councillor Neufeld added one notice of motion and one announcement.

**H. STAFF REPORTS**

**1. Outdoor Artwork within Parkland**

D. Wolicki, Manager of Municipal Facilities and Property

**498-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Susanne Coghill

That Council approve:

- The recommendation to incorporate outdoor artwork into the Parks & Recreation Masterplan.
- All outdoor artwork donations be placed on hold pending the Parks & Recreation Masterplan
- Establish policies and a process including an application for residents for outdoor artwork on municipal property.

**CARRIED**

**2. Application for Minor Development Agreement by Nicole and Andrew Bridgen, 204 Cameron Sideroad, Part of Lot 9, Concession 11**

R. Brown, Manager of Planning Services

**499-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Larry Patterson

That Council approves the proposed minor development agreement to permit a second single detached dwelling at 204 Cameron Sideroad, temporarily during the construction of a new dwelling on the property, and authorizes the Mayor and Clerk to sign the minor development agreement.

**CARRIED**

**3. Records Retention By-law Update**

R. Baines, Deputy Clerk-Administrative Services

**500-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Susanne Coghill

That Council adopt the new Records Retention By-law 62-2018 as presented and repeal By-law 93-2003 and By-law 89-2016.

**CARRIED**

**4. Toast to Kingsville**

M. Durocher, Parks and Recreation Programs Manager

**501-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Susanne Coghill

Council approve the request for Event of Municipal Significance status for the 2018 Toast to Kingsville.

**CARRIED**

**I. BUSINESS/CORRESPONDENCE-ACTION REQUIRED**

**1. Culture Days Proclamation request**

**502-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Thomas Neufeld

WHEREAS culture constitutes one of the main identity factors of the Town of Kingsville and of the quality of life of its citizens;

AND WHEREAS culture is an intrinsic component both of individual and societal development;

AND WHEREAS culture arises and flourishes first locally;

AND WHEREAS the Town of Kingsville has already shown its intention to implement projects that affirm both its cultural identity and the active participation of its citizens to the cultural life of the municipality;

AND WHEREAS the cultural community has set up an annual national event, Culture Days, that would consolidate a number of cultural events under a common theme across Canada by promoting the widest possible access to the arts, heritage and culture;

AND WHEREAS Culture Days is based on a true concern for cultural democratization;

NOW THEREFORE BE IT RESOLVED that Council proclaim September 29, 2018 as "Culture Days" in the Town of Kingsville.

**CARRIED**

**J. MINUTES OF THE PREVIOUS MEETINGS**

**1. Regular Meeting of Council--August 13, 2018**

**503-2018**

**Moved By** Councillor Tony Gaffan

**Seconded By** Deputy Mayor Gord Queen

That Council adopts Regular Meeting of Council Minutes, dated August 13, 2018.

**CARRIED**

**K. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

**1. Tourism and Economic Development--June 14, 2018**

**504-2018**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Larry Patterson

That Council receives Tourism and Economic Development Committee Meeting Minutes, dated June 14, 2018.

**CARRIED**

**2. Parks, Recreation, Arts and Culture Committee-July 5, 2018**

**505-2018**

**Moved By** Councillor Susanne Coghill

**Seconded By** Councillor Thomas Neufeld

That Council receives Parks, Recreation, Arts and Culture Committee Meeting Minutes dated July 5, 2018 together with Minutes of the following Sub-Committees: The 55+ Committee dated May 17, 2018 and the Communities in Bloom Committee, dated May 8, 2018.

**CARRIED**

Councillor Neufeld commented that the reference to Road 50 in the Communities in Bloom Sub-committee minutes (page 3; paragraph 4) should have been "Conservation Boulevard" so that the sentence reads "...going down Road 20 West to Conservation Boulevard".

**3. Kingsville B.I.A.--July 10, 2018**

**506-2018**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Thomas Neufeld

That Council receives Kingsville B.I.A. Meeting Minutes, dated July 10, 2018.

**CARRIED**

**4. Kingsville Municipal Heritage Advisory Committee--July 11, 2018**

**507-2018**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Thomas Neufeld

That Council receives Kingsville Municipal Heritage Advisory Committee Meeting Minutes, dated July 11, 2018.

**CARRIED**

**L. BUSINESS CORRESPONDENCE - INFORMATIONAL**

- 1. Town of Oakville--Correspondence dated August 13, 2018 RE: Regulating the Display and Distribution of Objectional Images**

**508-2018**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Thomas Neufeld

That Council receives Business Correspondence-Informational item 1.

**CARRIED**

**M. NOTICES OF MOTION**

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

That edge line painting be applied at the appropriate time to Queen Street from Main Street West to adjoin with the lines on Harold Cull Drive.

**509-2018**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Tony Gaffan

That edge line painting be applied this season to Queen Street from Main Street West to adjoin with the lines on Harold Cull Drive.

**CARRIED**

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



That staff investigate and report back to Council regarding a possible signage problem on County Road 8, just east of the Belle River Road.

Update from Administration in attendance:

Robert Brown, Manager of Planning Services provided an information update, explaining that the signage issues on County Road 8 have now been resolved. Deputy Mayor Queen thanked staff for responding to the request, and no motion was made.

3. Councillor Neufeld indicated that he may at the next Regular Meeting of Council move, or cause to have moved, that Administration prepare a report outlining a policy for specialty signs that can be attached to assessment roll numbers of the homes requesting the signs and to incorporate a procedure to follow up after the sale of the property requesting the signage, or after a certain period of time has lapsed, to determine whether the sign is still necessary.

4. Councillor Patterson indicated that he may at the next Regular Meeting of Council move, or cause to have moved:

i) that Administration prepare a report regarding when the gravel portion of the Marsh Sideroad beginning at #3 Highway to County Rd. 27 will be surface treated, tar-and-chipped or asphalted as residents have appeared before Council and have had no answers as to when this will be completed.

ii) That Administration prepare a report regarding per diem allowance for Municipal representatives that are not Council members who are representing the municipality on approved conferences and/or meetings, which as of now are not paid a daily per diem.

iii) That staff provide a report regarding our Olympians: Corbin Watson and Megan Agosta as to whether monies are allocated for signage to show their medal accomplishments and where they are from.

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

### **1. Mettawas Park - Architecture / Engineering Services RFP**

T. Del Greco, Manager of Municipal Services

**510-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Susanne Coghill

That Council directs the Mayor and Clerk to execute the attached agreement with Ron Koudys Landscape Architects; and further that Council directs

Administration to provide Ron Koudys Landscape Architects with the preliminary designs of sculptures as submitted by residents for consideration during the formal design process of Mettawas Park.

**CARRIED**

2. Councillor Patterson commented that he recently attended the Association of Municipalities of Ontario conference. He suggested that it is a very good and worthwhile conference and encouraged Councillors to attend. He thanked the Mayor and CAO for their preparatory work in relation to the meetings held with provincial Ministers.

3. Councillor Neufeld reminded that Communities in Bloom members are doing a clean-up at the Kingsville Dock area on August 29, 2018 from 6 p.m. to 9:00 p.m.

**O. BYLAWS**

**1. By-law 62-2018**

**511-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council read By-law 62-2018, being a By-law to provide a schedule of retention periods of The Corporation of the Town of Kingsville, to establish a Records Retention By-law, and to repeal the former Town of Kingsville By-law 93-2003 and amendments thereto, a first, second and third and final time.

**CARRIED**

**2. By-law 92-2018**

**512-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Susanne Coghill

That Council read By-law 92-2018, being a By-law authorizing the entering into of an Agreement between Ron Koudys Landscape Architects Inc. (Mettawas Park Architecture/Engineering Services and Project Management for the Town of Kingsville) a first, second and third and final time.

**CARRIED**

**3. By-law 98-2018**

**513-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Larry Patterson

That Council read By-law 98-2018, being a by-law to designate a certain property, including land and buildings, known as The John S. Bruner House (1422 Road 3 East, Kingsville) as being of cultural heritage value or interest under the provisions of the Ontario Heritage Act, R.S.O. 1990, c. O18 as amended, a first, second and third and final time.

**CARRIED**

**4. By-law 99-2018**

By-law 99-2018 was not read at this Regular Meeting (ZBA/19/18 was deferred).

**5. By-law 100-2018**

**514-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council read By-law 100-2018, being a By-law authorizing the entering into of a Minor Development Agreement with Andrew Stephen Bridgen and Nicole Marie Trepanier, a first, second and third and final time.

**CARRIED**

**P. CONFIRMATORY BY-LAW**

**1. By-law 101-2018**

**515-2018**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Susanne Coghill

That Council read By-law 101-2018, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its August 27, 2018 Regular Meeting a first, second and third and final time.

**CARRIED**

**Q. ADJOURNMENT**

**516-2018**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Larry Patterson

That Council adjourn this Regular Meeting at 8:12 p.m.

**CARRIED**



# MINUTES

## **DRAINAGE ADVISORY COMMITTEE**

**APRIL 19, 2018 @ 10:30 A.M.**

**Committee Room 'A', 2021 Division Road North, Kingsville**

### **A. CALL TO ORDER**

Chairperson, Larry Patterson called the Meeting to order at 10:28 a.m. with the following persons in attendance:

#### **Members:**

Larry Patterson  
Thomas Neufeld  
Richard Welker  
Jeff Stephenson  
Henry Denotter  
Lyle Hall  
Gerard Rood

#### **Members of Administration:**

Drainage Superintendent – K. Vegh  
Deputy Clerk – Administrative Services R. Baines

### **B. DISCLOSURE OF PECUNIARY INTEREST**

Chairperson, Larry Patterson reminded members that any declaration and its general nature are to be made prior to each item being discussed.

### **C. PRESENTATIONS/DELEGATIONS**

NONE

### **D. STAFF REPORTS**

NONE

### **E. BUSINESS CORRESPONDENCE – ACTION REQUIRED**

NONE

### **F. MINUTES OF THE PREVIOUS MEETING**

1. Kingsville Drainage Advisory Committee Meeting Minutes — June 9, 2017

**01-2018** Moved by Lyle Hall, seconded by Jeff Stephenson to receive the minutes of the Kingsville Drainage Advisory Committee Meeting dated June 9, 2017

**CARRIED**

## **G. NEW AND UNFINISHED BUSINESS**

### **1. Status of maintenance on natural watercourse**

Ken provided an update on the status of maintenance on natural watercourse. The department of Fisheries and Oceans had concerns with proof of flooding and significant property damage. There were consultations with ERCA and Ministry of Natural Resources relating to the extension of #47 drain as this municipal drain stops just north of Road 2.

Discussion commenced regarding the motion from the June 9, 2017 minutes and inquired on the timeline of the pilot program for the #47 Drain. Larry to bring notice of motion to Monday's April 23<sup>rd</sup> council meeting to move pilot program forward.

### **2. Status update of 2018 drain maintenance and 2019 projects and budget**

Ken provided an update on the following 2018 projects: Boose drain, Grainger Drain, Centre branch of 4<sup>th</sup> concession, McMahon drain, Irwin drain, and East Branch of #47. Ongoing engineering projects include Esseltine drain, McDonald drain, Kunch drain and Lane drain. Spraying projects include Knight, Conklin, Armstrong and Upcott. Three bridge projects include bridge over Loyst, 9<sup>th</sup> concession and Clifford. Capital project underway is the bridge replacement over Patterson drain, and there is the continued Phragmites program.

There was a brief discussion of 2019 projects and budget. Ken stated that Town is being proactive and aggressive in maintaining municipal drains. Finances are where they need to be and will need justifying if there is a request for more funds.

### **3. Copy of policy regarding brushing of banks**

Ken provided an overview of the policy on brushing of banks and the required forms to be completed and submitted to ERCA, MNR and Department of Fisheries & Oceans. There is not a specific Town of Kingsville policy on brushing of banks.

Discussion on *Drainage Act* and various other acts that restrict works and that several updates to legislation hinders progression.

4. Copy of policy/by-law/section of *Drainage Act* that stipulates who can perform works on a municipal drain

Ken provided an overview of section 74 of the *Drainage Act* and authorization. R. Welker inquired about conducting tile work on his own property. Ken clarified that he can work on it as long as he does not alter or damage the drain. A farmer can maintain banks of a drain but cannot submit a bill to the town.

5. Spraying of drains & status

Ken provided an overview of the Arner Townline and tree removal and stated that there is now supporting evidence to support the spraying of drains (test projects). It provides a 10-year buffer in between maintenance. Ken stated that seeding bank slopes will be carried out going forward. There was discussion on water sampling for phosphorus and poor surface water quality.

Committee members thanked Ken for his hard work on drain improvement through regular maintenance and that Council be advised.

Tim Byrne and Cynthia Casagrande from ERCA entered meeting at 11:22 am. Larry provided them an overview of the discussion items so far.

Discussion on #47 drain extension to facilitate a sufficient outlet and possible opposition. It's all a natural watercourse. It was suggested possible application to province for a grant? There would need to be a signed drainage works petition to proceed. Discussion on who signs petition and responsibility for engineer costs if works don't proceed. ERCA has stated that they will support the extension of the drain.

## H. NEXT MEETING DATE

1. The next meeting of the Kingsville Drainage Advisory Committee shall take place on June 28, 2018 at the Municipal Building @ 9:00 a.m.

## I. ADJOURNMENT

**02-2018** Moved by Thomas Neufeld, seconded by Jeff Stephenson to adjourn this Meeting at 11:36 a.m.



# MINUTES

**CARRIED**

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**CHAIR, Larry Patterson**

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**DEPUTY CLERK – ADMINISTRATIVE SERVICES,  
Roberta Baines**





# MINUTES

**POLICE SERVICES BOARD MEETING**  
**Wednesday, May 30, 2018 at 4:00 p.m.**  
**Council Chambers, Municipal Offices**  
**2021 Division Road N., Kingsville, ON N9Y 2Y9**

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## A. CALL TO ORDER

Chairperson, Nelson Santos called the Meeting to order at 4:00 p.m. with the following persons in attendance:

Nelson Santos	-	Chairperson
Larry Patterson	-	Board member
Gary Bain	-	Board member

Absent: Nancy Wallace-Gero, Vice Chairperson (absent on personal business)

### Also in attendance:

Glenn Miller	-	O.P.P. Inspector
Stuart Bertram	-	O.P.P. Staff Sergeant
Brian Higgins	-	O.P.P. Sergeant

Member of Administration: Sandra Kitchen, Deputy Clerk-Council Services

## B. DISCLOSURE OF PECUNIARY INTEREST

Chairperson, Nelson Santos reminded members that any declaration and its general nature are to be made prior to each item being discussed.

## C. PRESENTATIONS/DELEGATIONS

There were no Presentations or Delegations.

## D. ADOPTION OF ACCOUNTS

### 1. Police Services Accounts – RE: Budget actuals ending April 30, 2018

**25-2018** Moved by L. Patterson, seconded by G. Bain to receive the financial report as information.

**CARRIED**

## E. REPORTS

### 1. Monthly Status Reports

- i.) Police Service Board Report for Kingsville (April 2018) and the Windsor & Essex County Crime Stoppers Police Coordinator Report report for April 2018

Staff Sergeant Bertram presented an overview of the reports. He also noted that the Gun Amnesty Program held throughout the Province in April was very successful. The

Program provided a safe, legal way to surrender unwanted or illegally owned firearms or ammunition.

**26-2018** Moved by G. Bain, seconded by L. Patterson to receive Kingsville PSB Report and Crime Stoppers report for April 2018 as information.

**CARRIED**

## **F. BUSINESS/CORRESPONDENCE**

### **1. Ministry of Community Safety and Correctional Services:**

- i.) Memorandum: RE: 2018-2019 Civil Remedies Grant Program, issued April 26, 2018. (Index:18-0032)
- ii.) Memorandum: RE: Non-Disclosure of HIV Status, issued: May 1, 2018. (Index 18-0033)
- iii.) Memorandum: RE: Amendments to the Highway Traffic Regulation 620/05 – High Occupancy Vehicles Single Occupant Taxicabs and Airport Limousines, issued: May 1, 2018. (Index:18-0034)
- iv.) Memorandum: RE: Hate Crime Investigation Pilot Course – Ontario Police College (May 22 – 25, 2018), issued: May 2, 2018. (Index 18-0035)
- v.) Memorandum: RE: New Options for Ontario Birth Certificates, issued: May 2, 2018 (Index 18-0036)
- vi.) Memorandum: RE: Creation of the Public Safety Institute, issued: May 3, 2018 (Index 18-0037)
- vii.) Memorandum: RE: 2018 Law Enforcement Agencies Protecting Seniors (LEAPS) Elder Abuse Conference, Ontario Police College (OPC), issued May 3, 2018 (Index 18-0038)
- viii.) Memorandum: RE: Final Regulations and Proclamation of the Police Record Checks Reform Act, 2015, issued May 7, 2018 (Index 18-0039)
- ix.) Memorandum: RE: Update on the Ministry's Grants Transformation Process, issued May 8, 2018 (Index 18-0040)
- x.) Memorandum: RE: Amendments to the Highway Traffic Act, subsection 207(2), issued May 8, 2018 (Index 18-0041)
- xi.) Memorandum: RE: Royal Assent of the Safer Ontario Act, 2018, issued May 8, 2018 (Index 18-0042)
- xii.) Memorandum: RE: Seizure and Handling of Medications, Non-Pharmaceutical Drugs and Substances from Death Scenes, issued May 22, 2018 (Index 18-0043)

2. News Release RE: Use of Board Resources during election campaign (SEE: Durham Regional Police Services Board (DRPSB) Policy)

3. Reminder: Joint Police Services Board Meeting –Tuesday, June 26, 2018 at the Ciociaro Club, 3745 North Talbot Road, Oldcastle (hosted by the Tecumseh Police Services Board)

Mayor Santos asked that board members notify [epreuschat@tecumseh.ca](mailto:epreuschat@tecumseh.ca) (519-735-2184 ext. 114) by June 18 if they are attending the Joint PSB Meeting, or alternatively to notify S. Kitchen ([skitchen@kingsville.ca](mailto:skitchen@kingsville.ca)) directly.

- 27-2018** Moved by G. Bain, seconded by L. Patterson to receive Business Correspondence Items F1.i.) to F1.xii.), Item F-2, and Item F-3 as presented.

**CARRIED**

## **G. ADOPTION OF MINUTES OF PREVIOUS MEETING**

### **1. Adoption of Police Services Board Minutes – held on April 25, 2018.**

- 28-2018** Moved by G. Bain, seconded by L. Patterson to adopt the Police Services Board meeting minutes held on April 25, 2018 as presented.

**CARRIED**

## **H. NEW AND UNFINISHED BUSINESS**

1. Ontario Association of Police Services Board (OAPSB) 2018 Spring Conference and Annual General Meeting held May 23-26, 2018

Chairman Santos provided an update on the recent OAPSB conference which was well attended. Chairman Santos stated that the cannabis legislation workshop sessions were informative. Everyone is waiting for the *Cannabis Act, 2017* regulations to be finalized.

2. Sergeant Higgins indicated that the speed trailer has been posted at various locations in the community including Road 3, Heritage Road, Seacliff Dr., etc. He will send the notes pertaining to the speed trailer data to the Town's Director of Municipal Services G. A. Plancke. Director Plancke will then disperse to the appropriate Town departments.
3. Parking concerns--The OPP will continue to monitor the 2-hr. parking zones, particularly on Main St. West.
4. Staff Sergeant Bertram referred to the recent OPP Media Release titled "Kingsville Accidental 911 Calls to be Addressed". The OPP is continuing to raise awareness of the number of 911 dropped calls for service (hang-up calls) and continues to educate the public on unintentional calls through the *#KnowWhentoCall* campaign ([www.OPP.ca/911](http://www.OPP.ca/911)).
5. Staff Sergeant Bertram advised that the OPP is looking to expand its Collision Reporting Centre (CRC). It is presently located at the OPP Essex County Main Detachment (Hwy. 401 and Manning). Essex County will be one of the first locations in the West Region to have the expanded CRC. Chairman Santos asked that the Board be kept updated as further information becomes available.

There were no other New/Unfinished Business items presented.

## **I. CLOSED SESSION**

None.

## **J. ADJOURNMENT**

**29-2018**      Moved by L. Patterson, seconded by G. Bain that the Police Services Board adjourns the meeting at the hour of 4:18 p.m. and to meet again August 22, 2018 or at the call of the Chair.

**CARRIED**

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**CHAIRPERSON, Nelson Santos**

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**DEPUTY CLERK-COUNCILSERVICES,  
Sandra Kitchen**





COMMITTEE OF ADJUSTMENT MEETING

TUESDAY JULY 17<sup>TH</sup>, 2018 AT 6:00 P.M.  
CORPORATION OF THE TOWN OF KINGSVILLE  
COUNCIL CHAMBERS  
2021 DIVISION RD N, KINGSVILLE, ONTARIO N9Y 2Y9

A. CALL TO ORDER

Chairperson Gord Queen called the meeting to order at 6:00 p.m. with the following Committee members in attendance:

Members of Committee of Adjustment	Members of Administration
<ul style="list-style-type: none"><li>Deputy Mayor Gord Queen</li><li>Thomas Neufeld</li><li>Russell Horrocks</li><li>Allison Vilardi</li><li>Jim Gaffan Jr.</li></ul>	<ul style="list-style-type: none"><li>Town Planner – Kristina Brcic</li><li>Manager of Planning – Robert Brown</li><li>Administrative – Stephanie Coussens</li></ul>

B. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

Chairperson Gord Queen reminded Committee members to disclose any interest they may have prior to each agenda item being discussed.

C. ADOPTION OF COMMITTEE OF ADJUSTMENT MEETING MINUTES DATED TUESDAY, MAY 15<sup>TH</sup>, 2018.

CA - 18 - 2018

Moved by Russell Horrocks, seconded by Thomas Neufeld that the Committee of Adjustment Meeting Minutes dated May 15<sup>th</sup>, 2018 be adopted.

CARRIED

D. HEARINGS

1. B/06/18 – Estate of Edbert KRUIS – 1577 Road 3 W

Town Planner, Kristina Brcic introduced the consent application and reviewed her report dated July 5<sup>th</sup>, 2018 which provides details regarding the requested consent to sever an existing dwelling and three outbuildings, deemed surplus to the needs of the purchasers, on a 0.922 ha (2.28 ac.) lot from lands known as 1577 Road 3 West, in the Town of Kingsville.

The subject parcel is an approximately 20.7 ha (51.19 ac.) farm parcel containing an existing single detached dwelling and three outbuildings. It is proposed that the existing dwelling and outbuildings, deemed surplus to the purchasers, be severed on a 0.922 ha (2.28 ac.) lot. The purchasers maintain a qualifying dwelling and farm parcel located at 2107 Fox Run Road in the Municipality of Leamington.

The applicant’s planner Jackie Lassaline, of Lassaline Planning Consultants was in attendance.

Committee member Allison Vilardi asked the Town Planner Kristina Brcic to provide further explanation of the Provincial Policy Statement regarding Farm Consolidation. Kristina Brcic explained that the purchaser owns a home in the Municipality of Leamington as well as other

farm properties in the Municipality of Kingsville, which is acceptable to fulfil the requirement of a surplus dwelling severance. Ms. Brcic also explained that the severed and retained parcels are to be transferred to Mr. Rick Policella of Policella Farms.

Committee member Jim Gaffan Jr. asked for clarification of the property that was highlighted in green on the projection screen during the review of the Planner's Report. Mr. Gaffan wanted to be sure that what was highlighted was the property as it stands today. The Town Planner Kristina Brcic confirmed that the highlighted property was showing the parcel as a whole.

Mrs. Jackie Lassaline, of Lassaline Planning Consultants spoke to the committee to confirm that she was in agreement with the report that was presented by Ms. Brcic

Mr. Michael BURNS and Mrs. Jodi DUFF-BURNS of 1567 Road 3 W, in the Town of Kingsville questioned if there will be any homes remaining on the property. They also wanted to know what will be permitted on the severed land, such as a greenhouse, loading dock, or an office.

Town Planner, Kristina Brcic confirmed that the severed land will have a dwelling and three outbuildings. A re-zoning will be undertaken as a condition of consent that the remaining farm land prohibit dwellings.

Chairperson, Gord Queen confirmed there were no other comments from the committee or the audience.

#### **CA - 19 - 2018**

Moved by Jim Gaffan Jr., seconded by Thomas Neufeld that Consent application B/06/18, to sever a dwelling and three outbuildings, deemed surplus to the farming operation of the purchasers, on a 0.922 ha (2.28 ac.) lot, located at 1577 Road 3 West, in Part of Lot C, Concession 2 Western Division, in the Town of Kingsville, be **Approved** subject to the following conditions:

1. That the subject property is to be angle staked and a plan of survey prepared and reference plan deposited in the registry office, **both an electronic and paper** copy of the registered plan is to be provided for the files of the Secretary-Treasurer.
2. That the deeds, such plan of survey or reference plan, for property lines being newly created, shall be in accordance with the existing zoning requirements for the municipality including satisfactory proof as to compliance of the location of all buildings on the subject lands either by way of a plan showing the location of all buildings located thereon, or a certificate from a qualified surveyor indicating the location and sizes of all buildings on the said lands and/or favourable minor variances shall have been processed for any non-compliances.
3. That the owner shall provide that all municipal taxes be paid in full and that necessary apportionments be undertaken for any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or the Municipal Act.
4. That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees By-law in effect on the date the consent is being endorsed on the deeds.
5. A favourable Zoning By-law Amendment application is processed to prohibit future dwellings on the retained farm parcel prior to the consent being endorsed on the deeds.
6. A clearance letter of approval for the septic system on the severed parcel (surplus dwelling lot) must be obtained from the Town's Building Department.
7. That the severed and retained parcels be transferred to Ricky Policella, as outlined in the signed Agreement of Purchase & Sale.



8. The conditions imposed above shall be fulfilled by **July 17, 2019** or this application shall be deemed to be denied in accordance with Section 53(41) of the Planning Act.

**CARRIED**

**2. B/08/18 – BURRELL / SHAUGHNESSY / LAWRENCE / BALEN – 169 Prince Albert St N.**

Town Planner, Kristina Brcic introduced the consent application and reviewed her report dated July 9<sup>th</sup>, 2018 which provides details regarding the requested consent for the creation of two lots for lands known as 169 Prince Albert Street North, in the Town of Kingsville.

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. It is proposed that the existing lot be subdivided as follows:

1. Severed Parcel: Area – 4,697.8 sq. m (50,566.4 sq. ft.); 23.92 m (78.48 ft.);
2. Severed Parcel: Area – 4,594.8 sq. m (49,458.1 sq. ft.); 23.92 m (78.47 ft.);
3. Retained Parcel: Area – 4,634.6 sq. m (49,886.3 sq. ft.); 23.92 m (78.47 ft.).

In addition to the above noted consent, the applicants have also filed 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 wooded area located at the rear of the property.

The applicants, Diane Balen, Andrea Shaughnessy, Tom Lawrence and Anthony Burrell were in attendance.

Town Planner, Kristina Brcic made the committee aware that on Friday July 13<sup>th</sup> a meeting was held with the applicants where the Ministry of Natural Resources and Forestry (MNR) requirements were discussed. The MNR gave the applicants two options in order to be in compliance with their standards. Option 1 is to maintain a building setback of 150 feet from the drip line on the property. Option 2 is to put up a Snake Fence at the drip line.

Chairperson, Gord Queen request that the Town Planner review the conditions of the consent for the audience.

Chairperson, Gord Queen made note of the comments that were received from Essex Regional Conservation Authority (ERCA) requesting that the application be deferred until an environmental study could be conducted. Manager of Planning Services, Robert Brown confirmed an assessment had been completed and that with MNR had provided clearance as such there would be no further issues for ERCA.

Committee Member Jim Gaffan Jr. asked if the wording could be clarified that there are actually going to be 3 lots.

Committee Member Russell Horrocks asked for clarification of the planners comments in the report regarding the greater potential for infill not achieved. Ms. Brcic noted that the property had a greater potential for infill due to its available servicing and location.

Mrs. Bonnie BALDWIN, of 151 Prince Albert St N, in the town of Kingsville, referenced the Notice of Public meeting that she received via Canada Post, and asked why she couldn't find the statement regarding the efficient use of the land. Ms. Brcic made her aware that the statement she was looking for came from the Planner's Report. Ms. Baldwin asked for more information on what a Snake Fence is, what is it made of and the purpose of it. Ms. Brcic explained that a Snake Fence is designed to keep the snakes in the natural habitat, and discourage them from entering into the residential area. There are different materials available for the construction of the Snake Fence. Ms. Baldwin asked for an explanation of a building envelope; if more than one home will be permitted on each lot; as well as information on what is a Holding Provision. Ms. Brcic explained that the Building Envelope is the size, area and location in which a home is permitted to be built. Ms. Brcic confirmed that the current zoning will permit a Single Detached Dwelling on each lot and the Holding

Provision was placed on the property to put a hold on the release of any Building Permits until the Town is satisfied with the servicing of the lot.

Mr. Robert MIHALIK, of 40 Ivy Lane, in the town of Kingsville, asked if the applicants have decided to go forward with the Snake Fence and if so, what is the setback from the Snake Fence. Ms. Brcic confirmed that the applicants are placing the Snake Fence on the drip line of the wooded area and that there are no setback requirements from the Snake Fence.

Chairperson, Gord Queen asked the Planner, Kristina Brcic to explain the appeal period to the audience.

Chairperson, Gord Queen confirmed there were no other comments from the committee or the audience.

## **CA - 20 - 2018**

Moved by Jim Gaffan Jr., seconded by Thomas Neufeld that Consent Application B/08/18, for the creation of two lots, being, Part 1 - 4697.8 sq. m (50566.4 sq. ft.) in area and Part 2 - 4594.8 sq. m (49458.1 sq. ft.) on lands currently known as 169 Prince Albert Street North, in the Town of Kingsville, be **Approved** subject to the following conditions:

1. That the subject property is to be angle staked and a plan of survey prepared and reference plan deposited in the registry office, ***both an electronic and paper*** copy of the registered plan is to be provided for the files of the Secretary-Treasurer;
2. That the deeds, such plan of survey or reference plan, for property lines being newly created, shall be in accordance with the existing zoning requirements for the municipality including satisfactory proof as to compliance of the location of all buildings on the subject lands either by way of a plan showing the location of all buildings located thereon, or a certificate from a qualified surveyor indicating the location and sizes of all buildings on the said lands and/or favourable minor variances shall have been processed for any non-compliances;
3. That the necessary deed(s), transfer or charges be submitted in triplicate; signed and fully executed (no photo copies), prior to certification;
4. That the owner shall provide that all municipal taxes be paid in full and that necessary apportionments be undertaken for any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or the Municipal Act;
5. That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees By-law in effect on the date the consent is being endorsed on the deeds;
6. The applicant provides a new water service, storm water connection and sanitary connection for both severed lots (Parts 1 & 2 as shown on the Applicants Sketch) at the applicants expense and to the satisfaction of the Town prior to certification;
7. The applicant provides fencing along the drip line, as it exists on the date of approval, for the severed and retained lots at the applicants expense, to the satisfaction of the Town and the Ministry of Natural Resources and Forestry prior to certification;
8. That the severed lots obtain a new municipal address;
9. That a park fee of \$1,500.00 is paid to the municipality for the creation of each of the new lots prior to certification;
10. That the applicant obtains the necessary permits from the Town for the construction of a new entrance for both severed lots (Parts 1 & 2 as shown on the Applicants Sketch);



11. A favourable Zoning By-law Amendment application is processed to 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, prior to the consent being endorsed on the deeds.
12. The conditions imposed above shall be fulfilled by **July 17, 2019** or this application shall be deemed to be denied in accordance with Section 53(41) of the Planning Act.

**CARRIED**

### **3. B/09/18 – Dalen and Fairlee TOEWS – 99 & 95 Gladstone Avenue**

Town Planner, Kristina Brcic introduced the consent application and reviewed her report dated July 9<sup>th</sup>, 2018 which provides details regarding the requested consent to create a lot, on lands known as 95 & 99 Gladstone Avenue, in the Town of Kingsville.

The subject parcel is a 580.644 sq. m (6,250 sq. ft.) residential lot, on which a semi-detached dwelling is currently being constructed. It is proposed that the lot be subdivided so that each semi-detached dwelling unit is on a separately conveyable parcel. Each lot will have 7.62 m (25 ft.) of frontage and a lot area of 290.3 sq. m (3,125 sq. ft.) and will be separately serviced and accessed.

The applicant was in attendance.

The property was rezoned in 2017 from R1-1 to R2-1 however after reviewing the originally zoning on the property the amendment was actually not necessary as the zoning on the property already permitted semi-detached dwelling. As such a technical amendment will be processed by the Planning Department to correct this transposition error.

The applicant must complete outstanding road restoration to the satisfaction of the Town prior to certification; as outlined in the conditions of this severance.

Committee Member Jim Gaffan Jr. commented that from the photos provided in the Planners Report to the Committee that the semi detached home has already been built. Mr. Gaffan asked if it can be assumed that at this moment it is under one owner, one deed, etc. The Town Planner, Ms. Brcic confirmed for Mr. Gaffan that yes the semi detached home is built, and is in one owner's name, with one deed. Mr. Gaffan asked why this process wasn't completed prior to the building of the semi detached home. Manager of Planning Services, Robert Brown explained that the typical Part lot Control or Plan of Subdivision is typically done prior to building in new subdivisions, but since this is an infill lot it has to be taken care of after the build due to the fact that the foundation line is used to split the lots.

Committee Member Russell Horrocks asked Administration if the 2017 zoning amendment that was done was not required. Manager of Planning Services, Robert Brown explained that the Town will undergo a technical amendment to make the correction.

Chairperson, Gord Queen confirmed there were no comments from the committee, applicant or the public.

### **CA - 21 - 2018**

Moved by Thomas Neufeld, seconded by Russell Horrocks that Consent Application B/09/18, for the creation of a lot being 290.3 sq. m (3,125 sq. ft.) in area on lands currently known as 95 & 99 Gladstone Avenue, in the Town of Kingsville, be **Approved** subject to the following conditions:

1. That the subject property is to be angle staked and a plan of survey prepared and reference plan deposited in the registry office, ***both an electronic and paper*** copy of the registered plan is to be provided for the files of the Secretary-Treasurer;
2. That the deeds, such plan of survey or reference plan, for property lines being newly created, shall be in accordance with the existing zoning requirements for the

municipality including satisfactory proof as to compliance of the location of all buildings on the subject lands either by way of a plan showing the location of all buildings located thereon, or a certificate from a qualified surveyor indicating the location and sizes of all buildings on the said lands and/or favourable minor variances shall have been processed for any non-compliances;

3. That the necessary deed(s), transfer or charges be submitted in triplicate; signed and fully executed (no photo copies), prior to certification;
4. That the owner shall provide that all municipal taxes be paid in full and that necessary apportionments be undertaken for any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or the Municipal Act;
5. That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees By-law in effect on the date the consent is being endorsed on the deeds;
6. The applicant complete outstanding road restoration to the satisfaction of the Town prior to certification;
7. The conditions imposed above shall be fulfilled by **July 17, 2019** or this application shall be deemed to be denied in accordance with Section 53(41) of the Planning Act.

**CARRIED**

**E. OTHER BUSINESS**

**F. ADJOURNMENT**

**CA - 22 - 2018**

Moved by Russell Horrocks, seconded by Jim Gaffan Jr. there being no further hearings scheduled, the meeting was adjourned at 6:40 p.m.

**CARRIED**



CHAIRPERSON G. QUEEN



SECRETARY-TREASURER



## Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario, N9H 1S4  
Phone: 519-969-7770 Fax: 519-969-4029 [www.lasalle.ca](http://www.lasalle.ca)

### Department of Council Services

August 21, 2018

Honourable Doug Ford, Premier of Ontario  
Room 281  
Legislative Building, Queen's Park  
Premier's Office  
Toronto, ON M7A 1A1

Dear Premier Ford:

Re: Ontario's Green Energy Act

The Council of the Town of LaSalle, at its regular meeting held Tuesday, August 14, 2018, gave consideration to correspondence received from the Township of North Stormont requesting the Provincial government to provide financial safeguards to Municipalities from Green Energy companies that forfeit their contract responsibilities, a copy of which is enclosed.


At the meeting, LaSalle Council passed the following resolution:

*"That the resolution from the Town of North Stormont requesting the Provincial government to provide financial safeguards to Municipalities from Green Energy companies that forfeit their contract responsibilities, BE SUPPORTED.*

***Carried"***

Please consider this letter as confirmation of the Town of LaSalle's support of the above matter.

Regards,

  
Linda Jean  
Deputy Clerk  
LJ/nm

Enclosures

cc: Ministry of Energy  
Tracey Ramsey, MP  
Taras Natyshak, MPP  
AMO  
Town of North Stormont  
Essex County Municipalities





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 Hildebrand~~, MPP Jim McDonell, 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

August 15, 2018

Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

*via Email*

Dear Premier Ford:

**Re: Provincial Agricultural Systems Mapping**

The Council of the Township of Selwyn passed the following Resolution at their August 7, 2018 Council meeting.

**Resolution No. 2018 – 153 – Provincial Agricultural Systems Mapping**

Councillor Donna Ballantyne – Councillor Gerry Herron –

Whereas the Provincial Liberals seem to have made rash, broad stroke decisions by implementing Agricultural Systems mapping changes with little notice and no transition period;

Be it resolved that the Provincial Conservatives review the rationale and research that drove the decision to implement the new Agricultural Systems mapping that expanded prime agricultural land designations; and that the new government be urged to review and modify the severe restrictions resulting from the agricultural systems mapping; and that this Resolution be circulated to M.P.P. Dave Smith, the Association of Municipalities of Ontario (AMO) and all AMO municipalities requesting their support.

Carried.

Should you have any questions regarding the above-noted matter, please do not hesitate to contact the office directly.

Sincerely,

*Carla Hope*

Carla Hope, Administrative Assistant

c.c. Dave Smith, MPP  
Association of Municipalities of Ontario  
All Municipalities in Ontario  
County of Peterborough, Land Division

**Mailing Address**  
PO Box 270  
Bridgenorth  
Ontario K0L 1H0

**Tel:** 705 292 9507  
**Fax:** 705 292 8964



Rick Fleming

Aug 16/18

Major Santos & Council

I am writing to congratulate  
you on the excellent work  
by your water department  
staff (Adam Sellen) & his partner  
I didn't catch his name.

These men were courteous,  
knowledgeable, very helpful.

If all your employees are  
of this caliber you are  
a very fortunate Council

We recently moved here  
from Richmond Hill  
and couldn't be  
happier.

Yours truly

Dorothy & Rick Fleming



RECEIVED AUG 17 2018

V2447

August 9, 2018  
Mackinnon Johnson  
36 Briarwood Crescent  
Harrow, Ontario, N0R 1G0  
Johns154@uwindsor.ca  
(226)345-8243

Town of Kingsville  
2021 Division Rd.  
Kingsville, Ontario  
N9Y 2Y9

Dear Town of Kingsville Council:

My name is Mackinnon Johnson and I am a 2018 recipient of the Town of Kingsville Civic Award. I was honored to receive this scholarship and am grateful for the opportunities it will provide me.

As a high school student in a small town I have always hoped to become an Architect. Without a doubt, this scholarship will play a key role in achieving my educational goals. Because of your generosity, the financial burden placed on me to pursue my education will be reduced. That means I can spend more time on my studies and extracurricular activities and less time worrying about my finances. Thank you for your investment in Kingsville District High School and the futures of students like me.

Sincerely,



Mackinnon Johnson

August 15, 2018

Town of Kingsville  
2021 Division Road North  
Kingsville, ON N9Y 2Y9

Dear Mayor Santos, Council, and The Town of Kingsville

I am writing this letter to thank you for naming me as one of the recipients of the 2018 Town of Kingsville Civic Award. This was a very nice surprise and I am proud and honoured that my accomplishments were recognized. The award will be a very big help while funding my education at the University of Waterloo, where I will be studying Architectural Engineering. I hope to one day return to Kingsville to possibly work, live, and give back to the community that has supported and influenced me to become who I am today. Again, I appreciate being recognized and I am thankful for your generosity and support.

Sincerely,

A handwritten signature in black ink that reads "Ayden Ryan". The signature is written in a cursive, flowing style.

Ayden Ryan



Danielle Wise  
462 County Rd. 34  
Ruthven, ON N0P 2G0  
August 19, 2018

Town of Kingsville  
2021 Division Road North  
Kingsville, ON N9Y 2Y9

To those who awarded me the Town of Kingsville Civic Award,

I would like to express my sincere gratitude for your generous donation.

I will be attending the University of Guelph in the Bachelor of Arts and Science program. This award will help me pay for my educational expenses.

Thank you again for helping me to pursue my degree.

Sincerely,

*Danielle Wise*

Danielle Wise

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 102 - 2018

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**Being a By-law authorizing the entering into of a  
Road Use Enroachment Agreement with Mastron Enterprises 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 Encroachment Agreement with Mastron Enterprises 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 Mastron Enterprises Inc. a Road Use Encroachment 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  
10<sup>th</sup> DAY OF SEPTEMBER, 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-**

**MASTRON ENTERPRISES INC.**  
(hereinafter referred to as the "Owner")

**OF THE SECOND PART**

**WHEREAS:**

- A.** Her Majesty The Queen In Right Of The Province Of Ontario, Represented By The Minister Of Transportation For The Province Of Ontario (the "**MTO**"), represents that it is the owner of the lands described as Highway 3 under the jurisdiction and control of MTO in Essex County, designated as a Controlled Access Highway (the "**Highway**");
- B.** The Owner has requested the permission of the Town, insofar as it may lawfully do so, to authorize the Owner to construct a 300mm diameter DR 17 PE casing housing 2-75mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. E17- 104: Sheet No. 7, as illustrated in Schedule "A" (the "**Watermain Line**"), under, along, over, through or across a road allowance, municipal land, or municipal infrastructure under jurisdiction of the Town;
- C.** The proposed location of the Watermain Line shall also cross the Highway under the jurisdiction of the MTO, and the Owner must obtain the consent of the MTO with respect to same;
- D.** The MTO will only enter into an agreement with the Town with respect to the construction, maintenance, repair and replacement of the Watermain

Line, which agreement is dated the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "MTO Agreement"), a copy of which is attached hereto as Schedule "B";

- E. The Owner must enter into an agreement with the Town to indemnify and save harmless the Town for all losses, costs, and damages in relation to the construction, maintenance, repair and replacement of the Watermain Line, including but not limited to the Town's obligations to the MTO under the MTO Agreement;
- F. By entering into this Agreement with the Town, the Owner agrees to perform any and all obligations and liabilities of the Town as set forth in the MTO Agreement, and bear any and all costs in relation thereto; and,
- G. The parties hereto deem it expedient to enter into this Agreement to give effect to the Owner's proposal of constructing the Watermain Line.

**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) "As-Constructed Drawings" shall mean the drawings signed and sealed by a licensed Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;
  - (b) "Location" shall mean the area of the Highway 3 at station 18+240 on ETR 116- 3N/06-0, as referenced in the MTO Agreement;
  - (c) "MTO" means Her Majesty The Queen In Right Of The Province Of Ontario, Represented By The Minister Of Transportation For The Province Of Ontario;

- (d) "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;
- (e) "Municipal Land" means any and all real property under the jurisdiction or control of the Town;
- (f) "PTHIA" shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time;
- (g) "Town" means The Corporation of the Town of Kingsville;
- (h) "Owner" means Mastron Enterprises Inc. who is liable in connection with this Agreement and the MTO Agreement, and who owns the property known municipally as 2100 Road 4 E;
- (i) "Crossing Plan and Profile" means Project No E17-104 prepared by N.J. Peralta Engineering Ltd. attached hereto and marked as Schedule "A";
- (j) "Director of Municipal Services" means the Director of Municipal Services for the Town, or designate;
- (k) "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 ditches, driveways, sidewalks and grassy areas forming part of the road allowance now or at any future time;
- (l) "Watermain" means the 300mm diameter DR 17 PE casing housing 2-75mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. E17- 104: Sheet No. 7, as illustrated in Schedule "A";

2. Upon the Director of Municipal Services providing written approval and agreeing in writing to the location of the proposed Watermain Line, being the location as illustrated in Schedule "A", permission to construct, reconstruct, maintain, remove or alter the Watermain Line is granted to the Owner subject to the terms and conditions contained within this Agreement and the MTO Agreement.
3. The Watermain Line shall be constructed, reconstructed, maintained, removed or altered, at the Owner's sole cost and expense, and in accordance with good engineering and construction practices and with the *Occupational Health and Safety Act* (of Ontario) (the "OHS") and the *Environmental Protection Act* (the "EPA"). In any event, the Watermain Line shall conform to the drawing contained in in Schedule "A" and the requirements set forth in Schedule "B" of the MTO Agreement and be installed as directed by the Director of Municipal Services.
4. When constructed and completed, the Watermain Line shall not obstruct or interfere with or render more difficult or dangerous the use of the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure. In the event that as a result of the construction, reconstruction, maintenance, removal or alteration of the Watermain Line, an obstruction or interference is caused, then, 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 Highway, Road Allowance, Municipal Land, and/or Municipal Infrastructure, as applicable, 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 Watermain 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 in accordance with the requirements of the Director of Municipal Services.
6. The Owner, at its sole cost and expense shall obtain any and all necessary approvals/permits from MTO and the Town for any and all construction, maintenance and repair to the Watermain Line. In the case of any constructions, maintenance and repair (emergency or otherwise), all costs associated with the repair of the Highway, Road Allowance, Municipal Land, and Municipal Infrastructure as a result of this activity shall be borne by the Owner. The Owner agrees to indemnify and hold harmless the Town from any costs and expenses associated with the MTO coordinating and implementing any and all required traffic management and infrastructure repairs in accordance with MTO standards and Ontario Traffic Manual, Book 7 (January 2014), and in consultation with the Municipality.
  7. 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 the Watermain Line under, over or across the Highway, Road Allowance, Municipal Land, 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 the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure 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.

8. The location, elevation and method of construction, reconstruction, maintenance or removal of the said Watermain Line under, over or across the Highway, Road Allowance, Municipal Land, 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 Watermain Line and showing the materials to be used and the method by which the materials will be installed. Within sixty (60) days of the completion of the works, two (2) hard copies and one (1) electronic copy of "As-Constructed Drawings" shall be provided to the Town.
9. A certified cheque in the amount of Twenty-Five Thousand (\$25,000.00) 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 Watermain Line (the "Deposit"). The said 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 separate Watermain 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.
10. It is understood and agreed that under the terms of this Agreement, the Owner shall be responsible for bearing all costs in relation to, and providing all necessary warning signs, safety devices and traffic diversion to adequately warn the public of construction in Highway 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.

11. The Owner, at its own expense, at any time on the receipt of written notice (the “Notice”), from the Town and/or MTO as the case may be, shall suspend operations, remove, alter, or relocate any or all of the Watermain Line contemplated herein as may be required by the Town or the MTO to facilitate any Town or MTO construction project, reconstruction project, or maintenance project within the Highway, a Road Allowance, Municipal Land, or Municipal Infrastructure which requires the construction of buried foundations, or any other works, at the same location as Watermain Line. The Town and MTO shall act reasonably in the design and specification of any such construction or reconstruction project, and prior to requiring any such removal, alteration, or relocation of any portion of the Watermain Line, MTO and the Town shall assess all reasonable design alternatives which do not necessitate any removal or relocation of the Watermain Line. The Owner acknowledges and agrees that:
  - i. Any Notice from MTO shall:
    - a) specify either the portion or the whole of the Watermain Line to be dealt with; and,
    - b) specify a relocation and/or temporary diversion date of at least 60 calendar days after the date of the postmark, if by mail, or after the date of transmission, if by facsimile.
  - ii. On or following any respective relocation and/or temporary diversion date, the Owner shall cause the area of the Highway, specified in the Notice, to be left in a neat and tidy condition.
  - iii. On the relocation and/or temporary diversion date referred to in the Notice, the use by the Owner of the portion of the Highway specified by that Notice is hereby deemed to be ended.

- iv. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by MTO or the Town in its sole discretion, requiring the MTO or the Town to act to repair or maintain the Highway in respect of matters of highway safety or highway traffic flow:
  - a) The MTO or the Town, may give the Owner oral or written notice of such emergency. Upon such notice, the MTO or the Town, may temporarily suspend the rights of the Owner under this Agreement; and,
  - b) The MTO or the Town, shall not be liable to the Owner for any costs or damages incurred by the Owner as a result of such temporary suspension.
- v. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by the Owner in its sole discretion, requiring the Owner to act to repair or maintain the Watermain Line:
  - a) The Owner shall give the Town oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;
  - b) All work shall be completed to the satisfaction of the Town and the MTO, in accordance with the OHS and the EPA. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014);
  - c) Neither the MTO or the Town shall be liable to the Owner for any costs or damages incurred by the Owner as a result of undertaking the required emergency repairs; and,
  - d) Nothing in this section shall be construed as lessening the obligation of the Owner to the Town and/or the MTO under paragraph 17 herein.

- vi. The Town or the MTO as applicable may charge the Owner for the cost of any and all work against the Deposit held by the Town, as hereinbefore described 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.
- 12. When it is necessary for work to be done on the Watermain 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 Watermain Line shall be posted at the completion of its installation at the sole expense of the Owner.
- 13. Nothing in this Agreement shall relieve the Owner from compliance with the provisions of any applicable by-laws of the Town.
- 14. The Owner shall be responsible to pay the Town's reasonable legal fees, plus tax and applicable disbursements, associated with the preparation and review of this Agreement.
- 15. Upon termination of this Agreement and/or abandonment of the Watermain Line, the Owner shall abandon the Watermain 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.
- 16. If the Owner should fail to abandon and remove the Watermain Line from the Highway within one (1) year of abandonment or termination of this Agreement and the Town or the MTO requires the removal of all or any part of the Watermain Line for the purpose of altering or improving the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure in order to facilitate the construction of utility or other works, the Town or the MTO, may remove and dispose of so much of the Watermain Line as the Town or the MTO may require for such purposes and the Owner shall have no

recourse against the Town for any losses, costs, expenses or damages occasioned thereby.

17. The Owner shall indemnify and save harmless the Town from and against all claims, demands, proceedings, actions, obligations, liabilities, losses, damages, costs, interest, or other expenses of every kind including legal fees that the Town may incur or suffer as a consequence of anything done or omitted to be done by the Owner and/or in connection with the placing, maintenance, operation, replacement or repair of the Watermain Line or any part thereof.
18. 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/or the MTO and naming both the Town and the MTO as an additional insured. Said policy must contain a cross liability clause endorsement. The policy shall not be subject to cancellation until such time as this Agreement is terminated.
19. During the term of this Agreement and any subsequent renewals thereof, the Owner shall be responsible for maintaining the Watermain Line and, where the same has to be repaired, altered, removed or relocated, the Owner shall return the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure to its original condition to the satisfaction of the Director of Municipal Services acting reasonably.
20. 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.

21. The Owner may not assign any part of this Agreement unless the Town and/or the MTO as applicable consents in writing to such assignment, and 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.
22. 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:

Mastron Enterprises Inc.

2100 Road 4 E

Kingsville, Ontario N9Y 2E5

23. The notices as aforesaid shall be deemed to have been given and received on the fifth (5<sup>th</sup>) business day following the date it was mailed.
24. This Agreement shall enure to and be binding upon the parties hereto, their successors and permitted assigns.

***[Balance of page left intentionally blank, signature page follows]***

**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: \_\_\_\_\_  
Name: Nelson Santos  
Title: Mayor

Per: \_\_\_\_\_  
Name: Jennifer Astrologo  
Title: Clerk

*I/We have the authority to bind the  
corporation.*

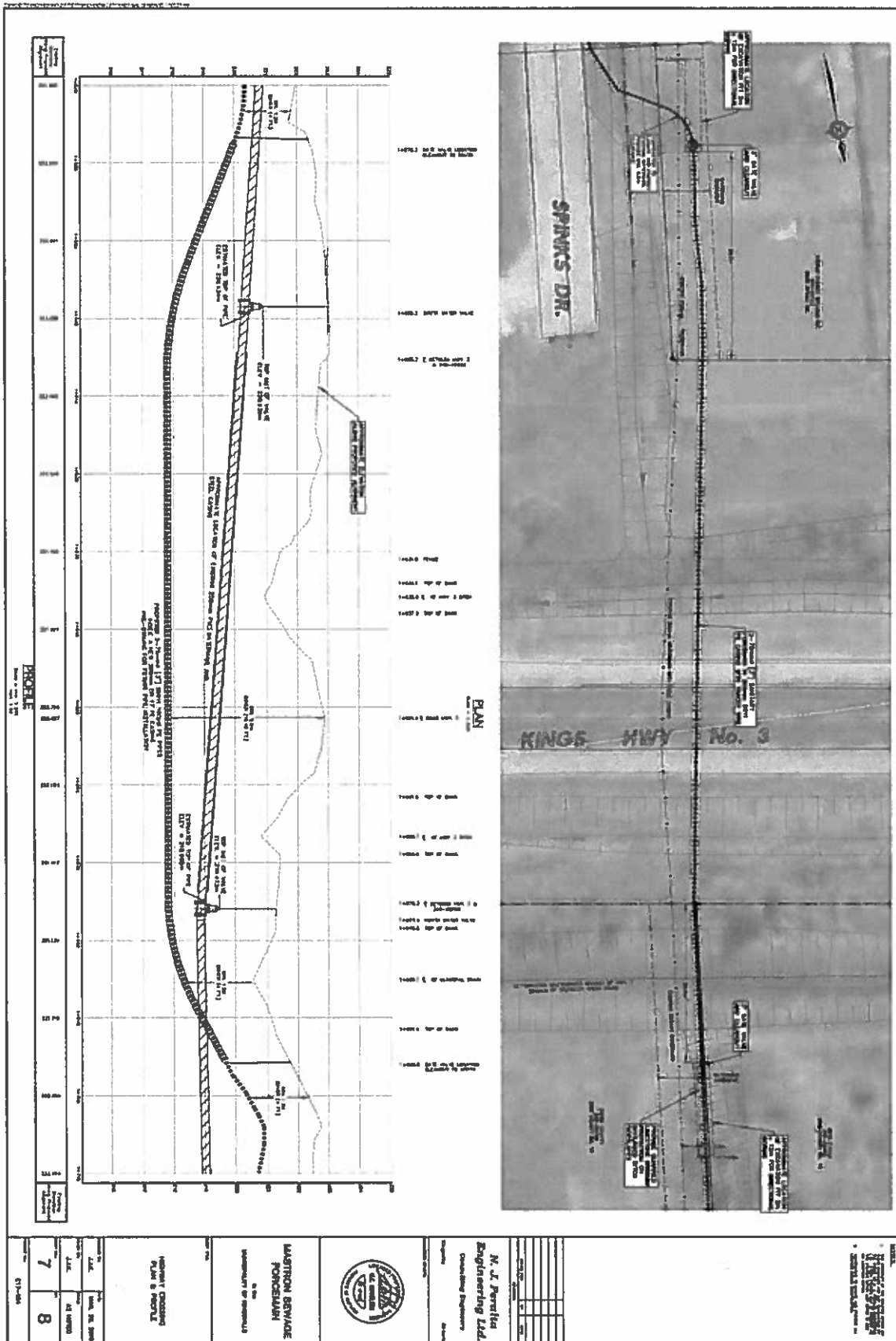
**MASTRON ENTERPRISES INC.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

*I/We have the authority to bind the  
corporation.*

**SCHEDULE "A"**





**BETWEEN:**           **THE CORPORATION OF THE TOWN OF KINGSVILLE**  
                                **("The Municipality")**  
   and  
**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF**  
**ONTARIO, REPRESENTED BY THE MINISTER OF**  
**TRANSPORTATION FOR THE PROVINCE OF ONTARIO**  
   **("MTO")**

- A. MTO represents that it is the owner of the lands described as the Highway which is defined in paragraph 1.2;
- B. The Municipality has proposed to construct a watermain, defined in paragraph 1.4 as the Plant, crossing the Highway by horizontal directional drilling; and,
- C. It is deemed expedient to enter into this Agreement to give effect to the Municipal proposal of constructing the Plant within the Highway at the Location defined in paragraph 1.3.

## 1. Definitions

- 1.1. "As-constructed Drawings" shall mean the drawings signed and sealed by a licenced Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;
- 1.2. "Highway" shall mean Highway 3 under the jurisdiction and control of MTO in Essex County, designated as Controlled Access Highway;
- 1.3. "Location" shall mean the area of the Highway 3 at station 18+240 on ETR 116-3N/06-0;
- 1.4. "Plant" shall mean a 300mm diameter DR 17 PE casing housing 2-75mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. E17-104: Sheet No. 7, as illustrated in Schedule "A";
- 1.5. "PTHIA" shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time.

- 2.1. The Plant shall conform to the drawing contained in in Schedule "A" and be installed a minimum of 5.0m below the centreline of Highway 3.
- 2.2. The Municipality, following the execution of this Agreement, may construct, at no cost to MTO, the Plant within the Highway in accordance with this Agreement, including Schedule "A" and Schedule "B" as applicable.
- 2.3. Within three (3) months of the completion of construction of the Plant, the Municipality will provide As-constructed Drawings to MTO.

3.1 The Municipality, under the terms of this Agreement, is hereby deemed to be under an obligation to effect, and shall effect at no cost to MTO, all required maintenance

and repair to the Plant according to the standards of the Municipality, any other agencies as required for their approvals, and to the satisfaction of MTO. The Municipality, at no cost to MTO, shall keep the area of the Highway occupied by the Plant in a neat and tidy condition according to the standards of the Municipality, any other agencies as required, and to the satisfaction of MTO. The Municipality shall also obtain the necessary approvals/permits from MTO for all required maintenance and repair to the Plant.

- 3.2 In the case of maintenance and repair (emergency or otherwise), all costs associated with the repair of MTO infrastructure as a result of this activity shall be borne by the Municipality. Further, MTO will coordinate and implement the required traffic management and infrastructure repair in accordance with MTO standards in consultation with the Municipality, at the cost of the Municipality.

**4. Relocation and/or Temporary Diversion in whole or in part within the Highway**

- 4.1. The Municipality, at its own expense, at any time on the receipt of written notice from MTO, shall suspend operations, remove, alter, or relocate any or all of the Plant contemplated herein as may be required by MTO to facilitate any MTO construction project, reconstruction project, or maintenance project within the Highway which requires the construction of buried foundations, or any other works, at the same location as the buried Plant. MTO agrees that it shall act reasonably in the design and specification of any such construction or reconstruction project, and prior to requiring any such removal, alteration, or relocation of any portion of the Plant, MTO shall assess all reasonable design alternatives which do not necessitate any removal or relocation of the Plant.
- 4.2. Any written notice from MTO referred to in section 4.1 shall be by either registered mail or by facsimile and shall:
- A. specify either the portion or the whole of the Plant to be dealt with; and,
  - B. specify a relocation and/or temporary diversion date of at least 60 calendar days after the date of the postmark, if by mail, or after the date of transmission, if by facsimile
- 4.3. On or following any respective relocation and/or temporary diversion date, the Municipality shall cause the area of the Highway, specified in the paragraph 4.1 notice, to be left in a neat and tidy condition.
- 4.4. On the relocation and/or temporary diversion date referred to in any paragraph 4.1 notice, the use by the Municipality of the portion of the Highway specified by that letter is hereby deemed to be ended.
- 4.5. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by MTO in its sole discretion, requiring MTO to act to repair or maintain the Highway in respect of matters of highway safety or highway traffic flow:
- A. MTO may give the Municipality oral or written notice of such emergency. Upon such notice, MTO may temporarily suspend the rights of the Municipality under this Agreement; and
  - B. MTO shall not be liable to the Municipality for any costs or damages incurred by the Municipality as a result of such temporary suspension.
- 4.6. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by the Municipality in its sole discretion, requiring the Municipality to act to repair or maintain the Plant:
- A. The Municipality shall give MTO oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;

- B. All work shall be completed to the satisfaction of MTO, in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014); and
- C. MTO shall not be liable to the Municipality for any costs or damages incurred by the Municipality as a result of undertaking the required emergency repairs.
- 4.7. Nothing under paragraphs 4.1 to 4.6 shall be construed as lessening the obligation of the Municipality to MTO under the paragraph 9.1 indemnity.

**5. Insurance**

- 5.1. During any construction, maintenance or repair of the Plant, the Municipality or its contractor shall have in place a commercial general liability policy of insurance covering property damage, bodily injury and personal injury, including the following:
  - have MTO, via an endorsement, as an additional insured in that policy;
  - not be subject to cancellation without reasonable notice to the MTO;
  - cover the period of time specified above;
  - be in the amount of at least Five Million (\$5,000,000.00) Dollars Canadian per occurrence; and
  - contain a cross liability clause endorsement.

**6. Addresses**

- 6.1. The address of the Municipality for the purposes of this Agreement, unless the Municipality otherwise advises in writing, is:

Municipal Services  
The Corporation of the Town of Kingsville  
2021 Division Road  
Kingsville, ON  
N9Y2Y9  
  
Attention: Director of Municipal Services  
Tel. (519)-733-2305
- 6.2. The address for MTO for the purposes of this Agreement, unless MTO otherwise advises in writing, is:

Highway Corridor Management  
Ministry of Transportation  
659 Exeter Road  
London, ON  
N6E 1L3  
  
Tel. (519)-873-4203  
Fax: (519) 873-4228

**7. Warranty**

- 7.1. The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws, and obtained all approvals required to give it the authority to enter into this Agreement.

**8. MTO Encroachment Permit**

- 8.1. Upon execution of this Agreement, MTO will issue to the Municipality a MTO encroachment permit under section 38(2)(a) of the PTHIA. The terms and conditions of this permit are contained in Schedule 'B' of this Agreement.
- 8.2. A copy of this Agreement, including Schedule "A" and Schedule "B", shall be attached to any future permit issued under PTHIA to the Municipality with respect to the Plant. Any such permit shall reference the same forming part of the terms and conditions of the permit.

**9. Indemnification**

9.1. The Municipality shall save harmless and indemnify MTO from all claims, demands, damages, proceedings, obligations, costs inclusive of solicitor and client costs, interest, and all actions, that MTO may suffer or incur based upon or attributable to anything done or omitted to be done by the Municipality, in connection with this Agreement, save and except to the extent of any negligence of MTO.

**10. Compliance with Laws**

10.1. The Municipality shall comply with all applicable laws in the compliance with any provisions of this Agreement.

**11. Assignment**

11.1. This Agreement may not be assigned by the Municipality without the prior written consent of MTO.

**12. Binding Agreement**

12.1. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns.

**IN WITNESS OF ALL contained in this Agreement:**

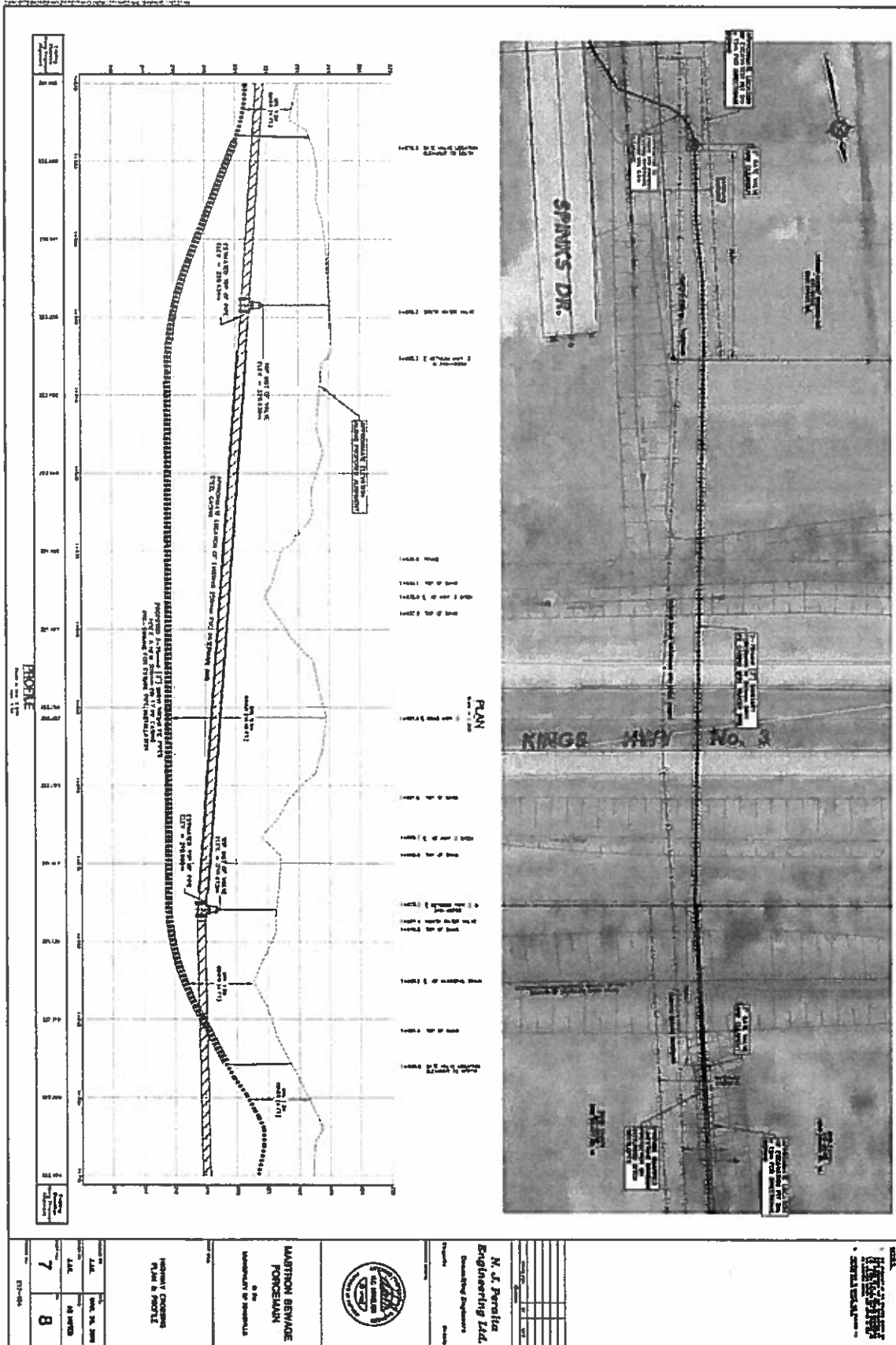
**THE CORPORATION OF THE TOWN OF KINGSVILLE**

\_\_\_\_\_  
Director of Municipal Services

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO,  
REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE  
PROVINCE OF ONTARIO**

\_\_\_\_\_  
Head, Corridor Management Section, West Region  
For the Ministry of Transportation  
For the Province of Ontario

**SCHEDULE "A"**



**SCHEDULE "B"**

**Conditions for Encroachment Permits and Utility Installations On or Under a King's Highway**

**THIS APPENDIX "A" FORMS PART OF THE CONDITIONS OF YOUR PERMIT. THESE ARE GENERAL CONDITIONS ONLY. PLEASE NOTE ANY SPECIFIC INSTRUCTIONS AND/OR CONDITIONS ON THE FRONT OF YOUR PERMIT.**

1. The Applicant shall give the Carillion Canada Incorporated Patrol Supervisor, Justin Robinson, at Belle River, Phone Number: (519) 728-1722 five (5) working days notice **PRIOR** to commencing any work, and shall also inspect the site on completion with the Patrol Supervisor. If the Applicant is unable to contact the Patrol Supervisor, the District/Area office responsible for issuing the permit must be contacted five (5) working days **PRIOR** to commencing any work. Contact Wayne Gradwell Phone: (519) 358-3502  
  
The Applicant shall also provide notice to the **Ministry of Transportation Traffic Operations Centre**, Fax Number: (519) 873-4443 or by e-mail at [WestRegion.TOC@Ontario.ca](mailto:WestRegion.TOC@Ontario.ca). Notification must be received by 1600 hours on the day **PRIOR** to commencing any work.
2. The applicant and their contractor(s) are responsible for all safety precautions and shall assume all liability for accidents. Two way traffic must be maintained with a minimum of disruption at all times unless arrangements have been approved by the ministry. Traffic safety measures must be taken in accordance with the Ontario Traffic Manual, Book 7, January 2014.
3. The Applicant shall also provide notice to the **Ministry of Transportation Traffic Operations Centre**, Fax Number: (519) 873-4443 or by e-mail at [WestRegion.TOC@Ontario.ca](mailto:WestRegion.TOC@Ontario.ca). Notification must be received by 1600 hours on the day **PRIOR** to commencing any work.
4. For MTO electrical locates please call 1-800-265-6072.
5. No Material and Equipment shall be stored within 7.0m (23') of the travelled portion of any roadway.
6. No excavation is permitted within 3 m (10') of edge of pavement or back of curb. Excavations must be backfilled or fully enclosed/protected when unattended. All augured/directional bores shall have a one year performance warranty against heaving/settlements.
7. No excavating of the highway roadbed will be allowed for the purpose of recovering a boring device or underground piercing tool.
8. No torpedoes will be allowed for highway undercrossings.
9. Highway shoulders which are disturbed as a result of an installation will be restored by the Applicant with material as specified by the Ministry, at the applicant's expense, and to the satisfaction of the Ministry.
10. Pavement surfaces which become damaged as a result of an installation will be repaired by the Applicant as specified by the Ministry, at the applicant's expense, and to the satisfaction of the Ministry.
11. Affected areas to be restored to the original condition or better at no cost to the Ministry. All disturbed areas to be top-soiled, seeded or sodded as required. All disturbed ditches to be restored with at least four rows of sod placed in the bottom.
12. Any damage to trees, shrubs, ditches, grass areas shall be repaired or replaced by the Applicant, at the discretion of this Ministry. No trenching and/or plowing will be permitted within "Drip Line" of trees, without prior approval.
13. The Applicant is responsible for all damages to any existing utilities and/or encroachments during the installation. The Applicant is advised to contact the owner(s) of such, for location prior to commencing work.
14. The Applicant shall give the Ministry's district/Area Office written notice of completion of work, and of any changes made during construction. Any changes to the alignment of the installation beyond 0.5 m must have Ministry approval.
15. Work must be started within six (6) months of the date the permit is issued, or the permit becomes null and void.
16. This Permit may be temporarily revoked as result of the ministry wishing to carry out construction or other works in the area or for any other reasons, for any works carried out by the applicant under this permit.
17. The applicant must contact other agencies and municipalities (ie: conservation authorities, ministry of the environment, municipal drainage superintendent, etc.) as required, for their approvals.
18. All work performed within the right-of-way shall be done in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act.
19. Hydro poles and anchors shall be located a minimum of 7.0 m (23') from the edge of the travelled portion of the lane closest to the plant.

20. The applicant shall co-ordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time. The applicant is responsible for notifying the issuer of this permit if they become aware of this situation.

**NOTE: APPLICANT IS RESPONSIBLE FOR ENSURING THE CONTRACTOR IS MADE AWARE OF ALL CONDITIONS AND IS PROVIDED WITH A COPY OF THE PERMIT AND ALL CONDITIONS.**



# NOTIFICATION OF FIELD WORK OPERATIONS

Sent by and phone #		MTO Contact and phone #:		Sent Date:	
Contract #		24 Hr Contact and phone:		Highway #:	
Location From: (Km or Interchange or nearest Community)		Location To: (Km or Interchange or nearest Community)			
Ramp Closure (If applicable) Interchange # / Road Name					Times:
		<input type="checkbox"/> Eastbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Westbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Northbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Southbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
Lane Closures (indicate date and hours)					
		Left	Centre	Right	Shld. Only
<input type="checkbox"/> Eastbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Westbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Northbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Southbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work to be Performed:					
Equipment:					
General Information	yes	no	Comments / Extra Info:		
Weather permitting	<input type="checkbox"/>	<input type="checkbox"/>			
Reduced speed	<input type="checkbox"/>	<input type="checkbox"/>			
Advanced signing to be erected	<input type="checkbox"/>	<input type="checkbox"/>			
Mobile operation	<input type="checkbox"/>	<input type="checkbox"/>			
Flagging operation	<input type="checkbox"/>	<input type="checkbox"/>			
Signature:					
Please remember the information supplied is required for public and Emergency Services information via media advisories. Keep all details clear, concise and correct. E-Mail to <a href="mailto:WestRegion.LOC@ontario.ca">WestRegion.LOC@ontario.ca</a> or fax to West Region TOC (519)873-4443 or no later than 1600hrs the day before the closure is to occur TOC phone number is 519-873-4223					

Revision # \_\_\_\_\_

Page



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 103 - 2018

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**Being a By-law authorizing the entering into of an Agreement with Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (File no. CM18-0001) in order for private infrastructure to be placed under and across King's Highway No. 3**

**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 Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (File no. CM18-0001) in order for private infrastructure to be placed under and across under the Provincial road allowance known as King's Highway No. 3 at the location defined in such Agreement.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. **THAT** the Town enters into and executes with Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (File no. CM18-0001) an 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 10<sup>th</sup> DAY OF SEPTEMBER, 2018.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

**THIS AGREEMENT** is made this the 10<sup>th</sup> day of February, 2018.

**BETWEEN: THE CORPORATION OF THE TOWN OF KINGSVILLE**  
**("The Municipality")**  
**and**  
**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF**  
**ONTARIO, REPRESENTED BY THE MINISTER OF**  
**TRANSPORTATION FOR THE PROVINCE OF ONTARIO**  
**("MTO")**

**WHEREAS:**

- A. MTO represents that it is the owner of the lands described as the Highway which is defined in paragraph 1.2;
- B. The Municipality has proposed to construct a watermain, defined in paragraph 1.4 as the Plant, crossing the Highway by horizontal directional drilling; and,
- C. It is deemed expedient to enter into this Agreement to give effect to the Municipal proposal of constructing the Plant within the Highway at the Location defined in paragraph 1.3.

**NOW THEREFORE** in consideration of the terms of this Agreement and the sum of ten dollars of lawful money of Canada paid by each of the parties of this Agreement to the other, the receipt whereof is hereby acknowledged. The Municipality and MTO agree as follows:

## 1. Definitions

**In this Agreement:**

- 1.1. "As-constructed Drawings" shall mean the drawings signed and sealed by a licenced Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;
- 1.2. "Highway" shall mean Highway 3 under the jurisdiction and control of MTO in Essex County, designated as Controlled Access Highway;
- 1.3. "Location" shall mean the area of the Highway 3 at station 18+240 on ETR 116-3N/06-0;
- 1.4. "Plant" shall mean a 300mm diameter DR 17 PE casing housing 2-75mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. E17-104: Sheet No. 7, as illustrated in Schedule "A";
- 1.5. "PTHIA" shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time.

## 2. Terms and Conditions for Construction

- 2.1. The Plant shall conform to the drawing contained in in Schedule "A" and be installed a minimum of 5.0m below the centreline of Highway 3.
- 2.2. The Municipality, following the execution of this Agreement, may construct, at no cost to MTO, the Plant within the Highway in accordance with this Agreement, including Schedule "A" and Schedule "B" as applicable.
- 2.3. Within three (3) months of the completion of construction of the Plant, the Municipality will provide As-constructed Drawings to MTO.

### 3. Maintenance and Repair

- 3.1 The Municipality, under the terms of this Agreement, is hereby deemed to be under an obligation to effect, and shall effect at no cost to MTO, all required maintenance

and repair to the Plant according to the standards of the Municipality, any other agencies as required for their approvals, and to the satisfaction of MTO. The Municipality, at no cost to MTO, shall keep the area of the Highway occupied by the Plant in a neat and tidy condition according to the standards of the Municipality, any other agencies as required, and to the satisfaction of MTO. The Municipality shall also obtain the necessary approvals/permits from MTO for all required maintenance and repair to the Plant.

- 3.2 In the case of maintenance and repair (emergency or otherwise), all costs associated with the repair of MTO infrastructure as a result of this activity shall be borne by the Municipality. Further, MTO will coordinate and implement the required traffic management and infrastructure repair in accordance with MTO standards in consultation with the Municipality, at the cost of the Municipality.

**4. Relocation and/or Temporary Diversion in whole or in part within the Highway**

- 4.1. The Municipality, at its own expense, at any time on the receipt of written notice from MTO, shall suspend operations, remove, alter, or relocate any or all of the Plant contemplated herein as may be required by MTO to facilitate any MTO construction project, reconstruction project, or maintenance project within the Highway which requires the construction of buried foundations, or any other works, at the same location as the buried Plant. MTO agrees that it shall act reasonably in the design and specification of any such construction or reconstruction project, and prior to requiring any such removal, alteration, or relocation of any portion of the Plant, MTO shall assess all reasonable design alternatives which do not necessitate any removal or relocation of the Plant.
- 4.2. Any written notice from MTO referred to in section 4.1 shall be by either registered mail or by facsimile and shall:
  - A. specify either the portion or the whole of the Plant to be dealt with; and,
  - B. specify a relocation and/or temporary diversion date of at least 60 calendar days after the date of the postmark, if by mail, or after the date of transmission, if by facsimile
- 4.3. On or following any respective relocation and/or temporary diversion date, the Municipality shall cause the area of the Highway, specified in the paragraph 4.1 notice, to be left in a neat and tidy condition.
- 4.4. On the relocation and/or temporary diversion date referred to in any paragraph 4.1 notice, the use by the Municipality of the portion of the Highway specified by that letter is hereby deemed to be ended.
- 4.5. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by MTO in its sole discretion, requiring MTO to act to repair or maintain the Highway in respect of matters of highway safety or highway traffic flow:
  - A. MTO may give the Municipality oral or written notice of such emergency. Upon such notice, MTO may temporarily suspend the rights of the Municipality under this Agreement; and
  - B. MTO shall not be liable to the Municipality for any costs or damages incurred by the Municipality as a result of such temporary suspension.
- 4.6. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by the Municipality in its sole discretion, requiring the Municipality to act to repair or maintain the Plant:
  - A. The Municipality shall give MTO oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;

- B. All work shall be completed to the satisfaction of MTO, in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014); and
  - C. MTO shall not be liable to the Municipality for any costs or damages incurred by the Municipality as a result of undertaking the required emergency repairs.
- 4.7. Nothing under paragraphs 4.1 to 4.6 shall be construed as lessening the obligation of the Municipality to MTO under the paragraph 9.1 indemnity.

**5. Insurance**

- 5.1. During any construction, maintenance or repair of the Plant, the Municipality or its contractor shall have in place a commercial general liability policy of insurance covering property damage, bodily injury and personal injury, including the following:
- have MTO, via an endorsement, as an additional insured in that policy;
  - not be subject to cancellation without reasonable notice to the MTO;
  - cover the period of time specified above;
  - be in the amount of at least Five Million (\$5,000,000.00) Dollars Canadian per occurrence; and
  - contain a cross liability clause endorsement.

**6. Addresses**

- 6.1. The address of the Municipality for the purposes of this Agreement, unless the Municipality otherwise advises in writing, is:
- Municipal Services  
The Corporation of the Town of Kingsville  
2021 Division Road  
Kingsville, ON  
N9Y2Y9  
  
Attention: Director of Municipal Services  
Tel. (519)-733-2305
- 6.2. The address for MTO for the purposes of this Agreement, unless MTO otherwise advises in writing, is:
- Highway Corridor Management  
Ministry of Transportation  
659 Exeter Road  
London, ON  
N6E 1L3  
  
Tel. (519)-873-4203  
Fax: (519) 873-4228

**7. Warranty**

- 7.1. The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws, and obtained all approvals required to give it the authority to enter into this Agreement.

**8. MTO Encroachment Permit**

- 8.1. Upon execution of this Agreement, MTO will issue to the Municipality a MTO encroachment permit under section 38(2)(a) of the PTHIA. The terms and conditions of this permit are contained in Schedule 'B' of this Agreement.
- 8.2. A copy of this Agreement, including Schedule "A" and Schedule "B", shall be attached to any future permit issued under PTHIA to the Municipality with respect to the Plant. Any such permit shall reference the same forming part of the terms and conditions of the permit.

**9. Indemnification**

9.1. The Municipality shall save harmless and indemnify MTO from all claims, demands, damages, proceedings, obligations, costs inclusive of solicitor and client costs, interest, and all actions, that MTO may suffer or incur based upon or attributable to anything done or omitted to be done by the Municipality, in connection with this Agreement, save and except to the extent of any negligence of MTO.

**10. Compliance with Laws**

10.1. The Municipality shall comply with all applicable laws in the compliance with any provisions of this Agreement.

**11. Assignment**

11.1. This Agreement may not be assigned by the Municipality without the prior written consent of MTO.

**12. Binding Agreement**

12.1. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns.

**IN WITNESS OF ALL contained in this Agreement:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

---

Director of Municipal Services

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO,  
REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE  
PROVINCE OF ONTARIO**

---

Head, Corridor Management Section, West Region  
For the Ministry of Transportation  
For the Province of Ontario



**SCHEDULE "B"**

**Conditions for Encroachment Permits and Utility Installations On or Under a King 's Highway**

**THIS APPENDIX "A" FORMS PART OF THE CONDITIONS OF YOUR PERMIT. THESE ARE GENERAL CONDITIONS ONLY. PLEASE NOTE ANY SPECIFIC INSTRUCTIONS AND/OR CONDITIONS ON THE FRONT OF YOUR PERMIT.**

1. The Applicant shall give the Carillion Canada Incorporated Patrol Supervisor, Justin Robinson, at Belle River, Phone Number: (519) 728-1722 five (5) working days notice **PRIOR** to commencing any work, and shall also inspect the site on completion with the Patrol Supervisor. If the Applicant is unable to contact the Patrol Supervisor, the District/Area office responsible for issuing the permit must be contacted five (5) working days **PRIOR** to commencing any work. Contact Wayne Gradwell Phone: (519) 358-3502  
  
The Applicant shall also provide notice to the Ministry of Transportation Traffic Operations Centre, Fax Number: (519) 873-4443 or by e-mail at WestRegion.TOC@Ontario.ca. Notification must be received by 1600 hours on the day **PRIOR** to commencing any work.
2. The applicant and their contractor(s) are responsible for all safety precautions and shall assume all liability for accidents. Two way traffic must be maintained with a minimum of disruption at all times unless arrangements have been approved by the ministry. Traffic safety measures must be taken in accordance with the Ontario Traffic Manual, Book 7, January 2014.
3. The Applicant shall also provide notice to the Ministry of Transportation Traffic Operations Centre, Fax Number: (519) 873-4443 or by e-mail at WestRegion.TOC@Ontario.ca. Notification must be received by 1600 hours on the day **PRIOR** to commencing any work.
4. For MTO electrical locates please call 1-800-265-6072.
5. No Material and Equipment shall be stored within 7.0m (23') of the travelled portion of any roadway.
6. No excavation is permitted within 3 m (10') of edge of pavement or back of curb. Excavations must be backfilled or fully enclosed/protected when unattended. All augured/directional bores shall have a one year performance warranty against heaving/settlements.
7. No excavating of the highway roadbed will be allowed for the purpose of recovering a boring device or underground piercing tool.
8. No torpedoes will be allowed for highway undercrossings.
9. Highway shoulders which are disturbed as a result of an installation will be restored by the Applicant with material as specified by the Ministry, at the applicant 's expense, and to the satisfaction of the Ministry.
10. Pavement surfaces which become damaged as a result of an installation will be repaired by the Applicant as specified by the Ministry, at the applicant 's expense, and to the satisfaction of the Ministry.
11. Affected areas to be restored to the original condition or better at no cost to the Ministry. All disturbed areas to be top-soiled, seeded or sodded as required. All disturbed ditches to be restored with at least four rows of sod placed in the bottom.
12. Any damage to trees, shrubs, ditches, grass areas shall be repaired or replaced by the Applicant, at the discretion of this Ministry. No trenching and/or plowing will be permitted within "Drip Line" of trees, without prior approval.
13. The Applicant is responsible for all damages to any existing utilities and/or encroachments during the installation. The Applicant is advised to contact the owner(s) of such, for location prior to commencing work.
14. The Applicant shall give the Ministry's district/Area Office written notice of completion of work, and of any changes made during construction. Any changes to the alignment of the installation beyond 0.5 m must have Ministry approval.
15. Work must be started within six (6) months of the date the permit is issued, or the permit becomes null and void.
16. This Permit may be temporarily revoked as result of the ministry wishing to carry out construction or other works in the area or for any other reasons, for any works carried out by the applicant under this permit.
17. The applicant must contact other agencies and municipalities (ie: conservation authorities, ministry of the environment, municipal drainage superintendent, etc.) as required, for their approvals.
18. All work performed within the right-of-way shall be done in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act.
19. Hydro poles and anchors shall be located a minimum of 7.0 m (23') from the edge of the travelled portion of the lane closest to the plant.

20. The applicant shall co-ordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time. The applicant is responsible for notifying the issuer of this permit if they become aware of this situation.

**NOTE: APPLICANT IS RESPONSIBLE FOR ENSURING THE CONTRACTOR IS MADE AWARE OF ALL CONDITIONS AND IS PROVIDED WITH A COPY OF THE PERMIT AND ALL CONDITIONS.**





# NOTIFICATION OF FIELD WORK OPERATIONS

Sent by and phone #		MTO Contact and phone #:		Sent Date:	
Contract #		24 Hr Contact and phone:		Highway #:	
Location From: (Km or Interchange or nearest Community)		Location To: (Km or Interchange or nearest Community)			
Ramp Closure (If applicable) Interchange # / Road Name				Times:	
		<input type="checkbox"/> Eastbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Westbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Northbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
		<input type="checkbox"/> Southbound <input type="checkbox"/> Off Ramp <input type="checkbox"/> On Ramp			
Lane Closures (indicate date and hours)					
		Left	Centre	Right	Shld. Only
<input type="checkbox"/> Eastbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Westbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Northbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Southbound-		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work to be Performed:					
Equipment:					
General Information	yes	no	Comments / Extra Info:		
Weather permitting	<input type="checkbox"/>	<input type="checkbox"/>			
Reduced speed	<input type="checkbox"/>	<input type="checkbox"/>			
Advanced signing to be erected	<input type="checkbox"/>	<input type="checkbox"/>			
Mobile operation	<input type="checkbox"/>	<input type="checkbox"/>			
Flagging operation	<input type="checkbox"/>	<input type="checkbox"/>			
Signature:					
<p>Please remember the information supplied is required for public and Emergency Services information via media advisories. Keep all details clear, concise and correct.</p> <p>E-Mail to <a href="mailto:WestRegion.TOC@ontario.ca">WestRegion.TOC@ontario.ca</a> or fax to West Region TOC (519)873-4443 or no later than 1600hrs the day before the closure is to occur. TOC phone number is 519-873-4223</p>					

Revision # \_\_\_\_\_

Page

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 104 - 2018

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**Being a By-law authorizing the entering into of a Lease Agreement with Kingsville Business Improvement Area Board of Management for a portion of the building municipally known as 28 Division St. South, Kingsville for use as an office and meeting space**

**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 Lease Agreement with Kingsville Business Improvement Area Board of Management.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:**

1. **THAT** the Town enters into and executes with Kingsville Business Improvement Area Board of Management a Lease 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 Lease 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 10<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

---

**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 10 day of September, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE  
(hereinafter referred to as the "Landlord")  
OF THE FIRST PART

-and-

KINGSVILLE BUSINESS IMPROVEMENT AREA BOARD OF MANAGEMENT  
(hereinafter referred to the "Tenant")  
OF THE SECOND PART

WHEREAS:

The Landlord is the owner of certain lands and premises located at 28 Division Street South, Kingsville, Ontario and more particularly described in Schedule "A" to this Agreement (the "Lands").

Situate upon the Lands is a building (the "Building"), which Building includes a main floor, foyer area containing a mechanical room and washrooms, stairways to the upper floor and basement and, in the basement, a hallway leading to an elevator maintenance room.

The foyer area containing a mechanical room and washrooms, stairways to the upper floor and basement and, in the basement, a hallway leading to an elevator maintenance room (the "Common Area") are identified in blue on Schedules "8 (1)" and "8 (2)" attached hereto and forming part of this Lease.

The Landlord wishes to lease a certain portion of the Building, namely the basement, to the Tenant for use as an office, and meeting space (the "Leased Premises") which area is identified in pink on Schedules "8(2)" attached hereto and forming part of this Lease.

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants and obligations set forth and of the payment of Two (\$2.00) Dollars, the one to the other (the sufficiency and receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

### Recitals

1. The recitals as set out above are true in substance and in fact.

### Leased Premises

2. Subject to the Landlord's rights under the terms of this Lease, the Landlord hereby leases to the Tenant the Leased Premises on the terms set out herein.
3. For greater clarity, the Common Area, together with the main floor, lands adjacent to or outside the Building which include the grassy areas, parking areas, walkways, sidewalks and Building access areas, do not constitute rented or rentable areas and the Tenant's right to use such areas shall be limited to those rights in common with the Landlord. In this regard, the Tenant understands and agrees that the Landlord may use certain portions of the Common Area, the main floor and the Lands adjacent to and outside of the

Building for public purposes, including any form of municipal event, at any time and in any manner that the Landlord may see fit.

#### **Term**

4. The term of this Lease shall be 3 years, commencing on the 1<sup>st</sup> day of October, 2018 and ending on the 30<sup>th</sup> day of September, 2021 (the "Term").
5. Subject to the Landlord's rights under the terms of this Lease the Tenant shall have quiet enjoyment of the Leased Premises during the term of this Lease without any interruption or disturbance from the Landlord.

#### **Use**

6. The Tenant may use the Leased Premises for an office, meeting space and centre for workshops and for no other purpose.
7. Attached at Schedule "B" is a list of furniture currently owned by the Tenant.

#### **Rent**

8. The Tenant covenants and agrees to pay the Landlord, in lawful money of Canada, annual rent as follows:
  - a) for the first year of the Term, the amount of \$3,469.66, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$289.14, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year;
  - b) for the second year of the Term, the amount of \$3,539.05, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$294.92, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year; and
  - c) for the third year of the Term, the amount of \$3,609.83, plus applicable taxes, payable in advance, in equal monthly installments in the amount of \$300.82, plus applicable taxes, on or before the 1<sup>st</sup> day of each and every month of said year.

#### **Tenant's Responsibilities**

9. The Tenant further covenants and agrees as follows:
  - a. The Tenant shall allow the Landlord, upon the Landlord giving reasonable notice, to enter the Leased Premises for the purpose of inspection of the same and, in the event that such inspection reveals that maintenance or repair work is required to be completed the Landlord shall make the necessary arrangements to conduct the maintenance or repair work. The Tenant shall permit the Landlord, upon the Landlord providing reasonable notice, to enter the Leased Premises for the purpose of carrying out the aforementioned maintenance and repairs. The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience in connection with the entry by the Landlord and/or any maintenance or repair work carried out by the Landlord.
  - b. The Tenant shall keep the Leased Premises and the Common Area in a reasonable state of cleanliness.
  - c. The Tenant shall, at its expense, be responsible for any damage caused to the Lands, Building, Common Area, or Leased Premises, which is a result of the Tenant's conduct or negligence, or the conduct or negligence of the Tenant's employees, officers, agents, representative, or members.

- d. The Tenant shall not make improvements, alterations or renovations to the Leased Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Any such improvements, alterations or renovations made by the Tenant with the written consent of the Landlord shall be at the sole expense of the Tenant and such improvements, alterations or renovations shall immediately become the property of the Landlord without compensation to the Tenant.
- e. Without limiting the generality of section 8(d) of this Lease, no sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant or any other person on the Tenant's behalf, on any part of the inside or outside of the Building without the written consent of the Landlord, which consent shall not be unreasonably withheld.
- f. Notwithstanding section 8(d) of this Lease, the Tenant shall, at its own expense, if requested by the Landlord, remove any or all improvements, alterations or renovations made by the Tenant to the Leased Premises and shall repair all damage caused by the installation or the removal or both.

g.

#### **Landlord's Responsibilities**

- 10. The Landlord shall, at its expense:
  - a) Be responsible for the payment of any property taxes levied, rated, charged or assessed.
  - b) Maintain certain utilities to the Building being limited to gas, electricity, water and heat.
  - c) Be responsible for the continued maintenance and repair of the exterior of the Building and all heating equipment, central air-conditioning equipment located in or on the Building and the elevator.
  - d) Be responsible for the continued maintenance of the Lands adjacent to the Building including all grassy areas, parking areas, walkways, sidewalks and Building access areas.
  - e) Be responsible for internal janitorial cleaning of the Building, including the Leased Premises and Common Areas.
- 11. The Landlord shall take the necessary steps to ensure, at its expense, the Building and appurtenances thereto against any and all loss from any cause whatsoever and, without limiting the generality of the foregoing, shall include a loss by fire, the elements or explosion, for their full insurable value.
- 12. The Landlord and Tenant agree that any other services or expenses relevant to the use and occupation by the Tenant of the Leased Premises and not specifically mentioned herein are the sole responsibility and expense of the Tenant, including, but not limited to telephone and internet service. The parties agree that the Landlord shall have full use of any internet services, without cost, that the Tenant provides.

#### **Acts of Default**

- 13. In addition to the breach of any covenant, term or condition of this Lease, the following are acts of default for the purposes of this Lease ("Acts of Default"):

- a) a material change in use of the Leased Premises by the Tenant and, in particular, without limiting the generality of the foregoing, any change that affects the Landlord's insurance or that constitutes a nuisance;
- b) the Tenant has committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Land or any part thereof;
- c) any significant willful or negligent damage to the Building caused by the Tenant or by persons permitted on the Building by the Tenant; or
- d) the Leased Premises become vacant or remain unoccupied for a period of 30 consecutive days.

#### **Termination and Re-entry**

- 14. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party, in accordance with the Notice provisions of this Agreement.
- 15. The Landlord may terminate the Lease and re-enter the Leased Premises if the Tenant commits an Act of Default or for any other cause permitted by law.
- 16. If, when an Act of Default has occurred and the Landlord does not exercise its right of termination and re-entry, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default and to charge the costs of such rectification to the Tenant and recover such costs as rent.
- 17. No Act of Default shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord. Any waiver shall not constitute the condoning of any Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it from exercising its remedies with respect to a subsequent Act of Default.

#### **Over holding**

- 18. If the Tenant remains in possession of the Leased Premises after termination of this Lease and if the Landlord then accepts rent for the Leased Premises from the Tenant, it is agreed that such over-holding shall create a monthly tenancy only and the tenancy shall be subject to all of the terms and conditions of this Lease except those regarding the term.

#### **Force Majeure**

- 19. It is expressly agreed that, if during the term hereof, the Building shall be damaged by fire, lightning, tempest, impact of aircraft, Acts of God, riots, insurrections or explosions, the following provisions shall have effect:
  - a) if the Building is rendered wholly unfit for occupancy, the rent hereby reserved shall be suspended until the Building has been repaired or restored;
  - b) if the Building is rendered partially unfit for occupancy, the rent hereby reserved shall abate in part only in the proportion that the part of the Building so rendered unfit is of the whole of the Building until the Building has been repaired or restored;
  - c) if the Building shall be incapable of being repaired or restored with reasonable diligence within 120 days of the happening of the damage, then either the Landlord or the Tenant may, at its/their option, terminate this Lease by notice in writing to the other given within 60 days from the date of the damage, and if such notice is given, this Lease shall cease and become

null and void from the date of the damage and the Tenant shall immediately surrender the Building and all its interest therein to the Landlord and the rent shall be apportioned and shall be payable by the Tenant only to the date of such damage, and the Landlord may re-enter and repossess the Building;

d) if the Building is capable with reasonable diligence of being repaired or restored within 120 days of the happening of such damage, then the Landlord shall restore or repair the Building within 120 days;

e) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.

f) There shall be no abatement from or reduction to the rent payable by the Tenant nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities or from any cause whatsoever.

#### **Assignment or Sublet**

20. The Tenant may not assign or sublet the Leased Premises, in whole or in part, without the written consent of the Landlord.

21. Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not release the Tenant from its obligations under this Lease, including the obligation to pay rent and other expenses as provided for herein.

#### **Vacant Possession**

22. At the end of the term of this Lease or upon termination, the Tenant shall deliver vacant possession of the Leased Premises to the Landlord in the same condition as at the commencement of the Lease, reasonable wear and tear excepted and subject to section 8(d).

#### **Notice**

23. Notice given under this Lease shall be provided by way of:

a) hand delivery, in which case notice shall be effective on the date of delivery;

b) e-mail, in which case notice shall be effective on the day on which the e-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 Landlord:

The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Attention: Chief Administrative Officer

To the Tenant:

Kingsville Business Improvement Area Board of Management  
28 Division Street South  
Kingsville, Ontario N9Y 1P3  
Attention: BIA Coordinator

#### **General**

24. The Tenant shall not register notice of or a copy of this Lease on title to the Lands without consent of the Landlord.
25. This Agreement may be amended with regard to any one or more of the terms herein in writing duly executed by both parties.
26. In this Lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual includes a corporation and vice versa.
27. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors and permitted assigns as the case may be.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Lease.

**THE CORPORATION OF THE  
TOWN OF KINGSVILLE**

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

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

**KINGSVILLE BUSINESS IMPROVEMENT AREA**

\_\_\_\_\_  
**Name:**

**Title:**

\_\_\_\_\_  
**Name:**

**Title:**

I/We have the authority to bind the Corporation



## SCHEDULE "A"

### Description:

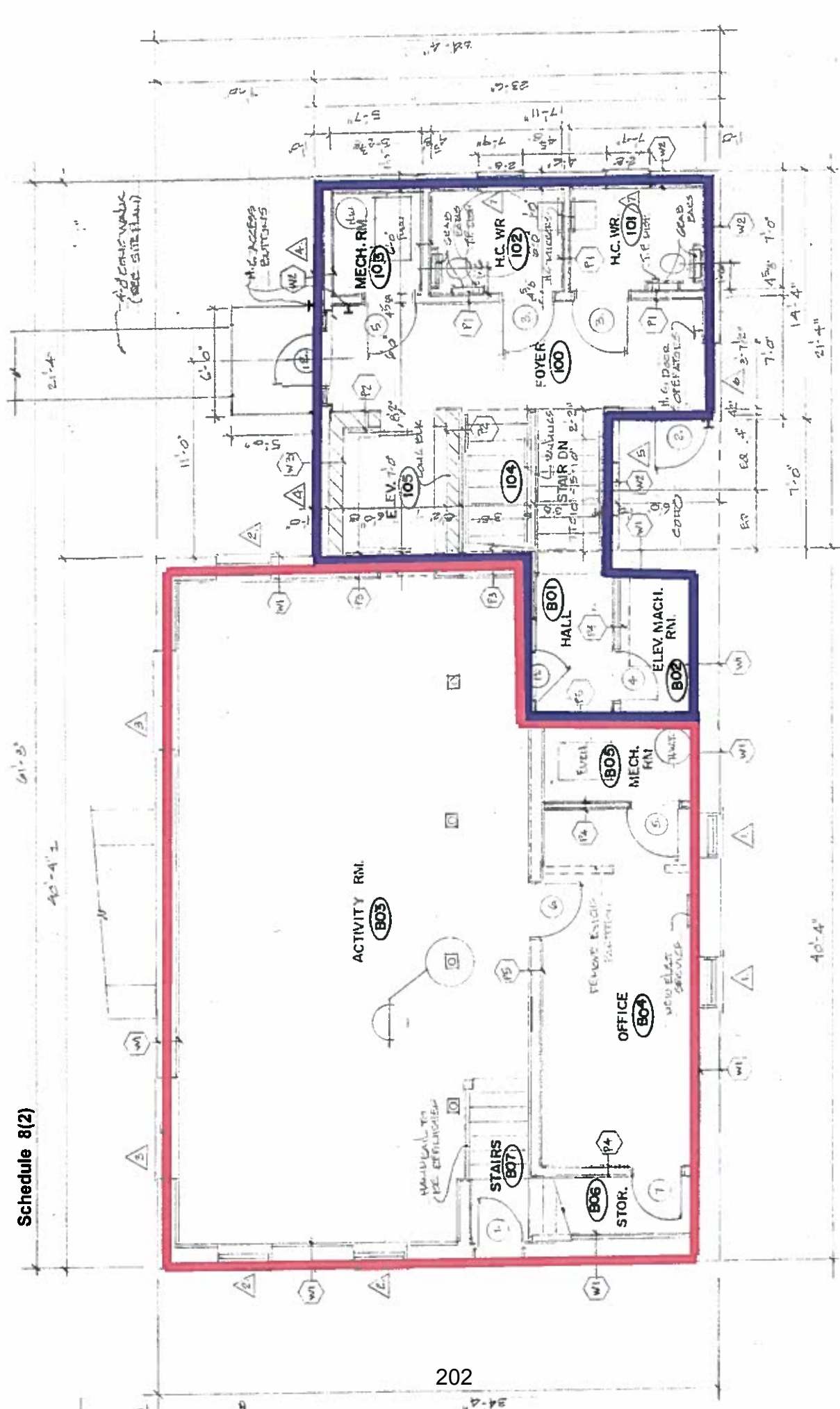
PT LT 1 S/S PEARL ST W PL 184-185 KINGSVILLE AS IN TK1074; KINGSVILLE AND  
PT LT 1 S/S PEARL ST W, 2 S/S PEARL ST W PL 184-185 KINGSVILLE PT 3,  
12R2241; KINGSVILLE

**SCHEDULE "B"**

<b>FURNITURE AT THE CARNEGIE</b>		
<b>ITEM</b>	<b>PROPERTY USED BY</b>	<b>PROPERTY OWNER</b>
Black office chair	BIA	BIA
Black office chair	Tourism	BIA
Grey office chair	Tourism	BIA
Wooden Desk (wih tall back)	BIA	BIA
Wooden Desk (with file drawer)	BIA	BIA
Wooden Desk (with middle drawer)	Tourism	BIA
Wooden Desk (with middle drawer)	Tourism	BIA
Short Wooden File Cabinet	Tourism	BIA
Tall Wooden File Cabinet	BIA	BIA
Wooden Binder Shelf	BIA	BIA
2 Love Seats	BIA	BIA
Lounge Chair	BIA	BIA
Coffee Table	BIA	BIA
TV	Tourism	BIA
TV Table	Tourism	BIA
Antique Postal Cabinet	Tourism	Town of Kingsville
Stackable Chairs	BIA/Tourism	Town of Kingsville
Folding Wood Tables	BIA/Tourism	Town of Kingsville
2 Metal File Cabinets	BIA	BIA
2 Storage Shelves in kitchen area	BIA/Tourism	BIA
Fridge, Microwave, Coffee Stand	BIA/Tourism	BIA
Antique Wooden Pedistol	Tourism	BIA
Storage Shelves to be purchased	BIA	BIA (this is for storage downstairs and not yet purchased)



Schedule 8(2)



MAIN FLOOR & BASEMENT FLOOR PLAN

1/4" = 1'-0"

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 105 - 2018

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### Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its September 10, 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 September 10, 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  
10<sup>th</sup> day of September, 2018.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**