



**SPECIAL MEETING OF COUNCIL
AGENDA**

Wednesday, January 30, 2019, 9:00 AM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

Pages

A. CALL TO ORDER

B. MOMENT OF SILENCE AND REFLECTION

C. 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.

D. STAFF REPORTS

1. 2019 Draft Budget Amendments # 2

1

R. McLeod, Director of Financial Services

Recommended Action

That Council receives the proposed amendments to the 2019 Draft Budget;

And that Council receives the revised Grant Request Schedule and BIA Budget for budget deliberations.

2. Proposed OPP Police Services Renewal

5

P. Van Mierlo-West, CAO

Recommended Action

That Council authorizes the entering into and execution of the agreement for the provision of Police Services under Section 10 of the *Police Services Act* for a 3-year term with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and

Correctional Services, and adopts Authorizing By-law 14-2019 at this Special Meeting.

E. BUDGET DELIBERATIONS

1. Presentation of Departmental Operating and Capital Budgets Continued

The page references next to the budget item refers to the corresponding page(s) in the Draft 2019 Municipal Budget, previously provided.

- a. Police (pg. 17)
- b. Business Improvement Area (BIA)
- c. Arena (Pgs. 24-25)
- d. Parks (Pgs. 26-27)
- e. Facilities (Pgs. 28 and 63)
- f. Marina (Pg. 30)
- g. Recreation Capital Budget Carry-Overs
- h. Highland Games (Recreation Programs)
- i. Road Program (Capital Budget Line Item #31)

2. Presentation of Grants and Donation Requests

1:00 p.m. start time is anticipated

- a. 2nd Cottam Scouts (\$2,000)
- b. 2nd Kingsville Scouts (\$5,000)
- c. Artisan Alley Project (\$5,000)
- d. Arts Society of Kingsville (\$2,000)
- e. BIA - Floral Project (\$19,353)
- f. Cedar Island Yacht Club (\$7,500)
- g. Cottam Minor Baseball (\$5,000)
- h. Jack Miner Migratory Bird Foundation (\$10,000)
- i. Kingsville District High School Bursary (\$3,500)
- j. Kingsville District High School - OFSAA Basketball (2019) and OFSAA Volleyball (2020) (\$2,000/year)
- k. Kingsville and Essex Association Band (\$10,000)
- l. Kingsville Historical Park (\$10,000)
- m. Kingsville Horticultural Society (\$8,000)
- n. Kingsville Lion's Club (\$6,450)
- o. Kingsville-Gosfield Heritage Society (\$2,000)

- p. Leamington Lasers Swim Team (\$2,000)
- q. Migration Hall (\$10,000)
- r. Migrant Worker Community Program (\$10,000)
- s. Shooters Photography Club (\$1,000)
- t. Rotary Club of Cottam (\$3,000)
- u. Trinity Anglican Church (\$8,000)
- v. Erie Shores Quilters Guild (\$960)

F. BYLAWS

1. **By-law 13-2019** 27
 Being a by-law to provide for an Interim Tax Levy and to provide for the Payment of Taxes
 To be read a first, second and third and final time.
2. **By-law 14-2019** 30
 Being a By-law to authorize the entering into of an Agreement for the Provision of Police Services under Section 10 of the Police Services Act, with Her Majesty the Queen in Right of Ontario as represented by The Minister of Community Safety and Correctional Services
 To be read a first, second and third and final time.
3. **By-law 15-2019** 31
 Being a by-law to amend By-law 129-2017 to extend the appointment of Robert Sassine as a by-law enforcement officer and a property standards officer of The Corporation of the Town of Kingsville
 To be read a first, second and third and final time.

G. CONFIRMATORY BY-LAW

1. **By-law 17-2019** 32
 Council read By-law 17-2019, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its January 30, 2019 Special Meeting of Council
 To be read a first, second, and third and final time.

H. ADJOURNMENT



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

Date: January 22, 2019
To: Mayor and Council
Author: Ryan McLeod, CPA, CA
RE: 2019 Draft Budget Amendments # 2
Report No.: FS-2019-03

AIM

To provide council with a summary of changes to the 2019 draft budget since the initial budget meeting on January 17, 2019.

BACKGROUND

The draft budget reflects management's best estimates based on the information available. Prior to the formal adoption of the budget, administration will propose changes to update the budget to reflect the most current information.

DISCUSSION

Lion's Park – Capital Project # 2018-11

The 2019 capital budget for the Lion's Park Construction has increased from \$150,000 to \$200,000. This increase will allow the completion of Phases 1A and 1B which includes a basketball court and a walking path. Further details on this project will be provided to Council during budget deliberations. This increase will be funded by the Parks & Recreation lifecycle reserve, therefore, there is no impact on current year taxation.

BIA Budget

Administration has received some revisions to the BIA budget since it was initially provided to Council on December 10, 2018. Please refer to Appendix A for their revised budget. With the exception of the BIA's grant requests, the BIA is funded through their own levy. This budget has no impact on general taxation.

Grants & Donations

In accordance with Town Policy, the 2019 draft budget reflects a grants and donations budget of .5% of taxation or \$82,000. As of the date of this report, we have received grant requests totaling \$132,763. Please refer to Appendix B for an up-to-date grant request listing. Please note that any grant awards in excess of the \$82,000 currently budgeted will increase taxation.

Main St Revitalization Grant

In 2018, the Town received \$56,719 from the Main Street Revitalization Initiative. This fund was established to help municipalities undertake main street revitalization activities that support and benefit small businesses. In September 2018, Council authorized \$20,000 for new light displays and services at Rotary Park. Municipal Services are currently researching the costs associated with the Veteran Banner project and certain BIA requests. Administration will provide a report to Council at future date with recommendations for applying the balance of this grant in 2019.

LINK TO STRATEGIC PLAN

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

FINANCIAL CONSIDERATIONS

The changes noted above have no impact on current year taxation.

The municipal tax rate increase is currently 1.7% or \$22.61 on a home assessed at \$200,000.

CONSULTATIONS

Dan Wolicki, Manager of Municipal Facilities and Properties
Andrew Plancke, Director of Municipal Services

RECOMMENDATION

That Council receives the proposed amendments to the 2019 Draft Budget;

And that Council receives the revised Grant Request Schedule and BIA Budget for budget deliberations.

Ryan McLeod

Ryan McLeod, CPA, CA
Director of Financial Services

Peggy Van Mierlo-West

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

BIA					
Account Number		2017 Actuals	2018 Budget	2018 Actuals	2019 Budget
OPERATING BUDGET					
OPERATING REVENUE:					
01-181-040-40189	B.I.A.	\$ 98,889	\$ 98,889	\$ 98,889	\$ 100,000
01-181-058-40502	Provincial Grants			\$ -	
01-181-058-40500	Town Grant - Flower Program	\$ 15,000	\$ 15,300	\$ 20,300	\$ 19,353
01-181-058-40500	Town Grant - Operation Face Lift	\$ 3,000	\$ 5,000	\$ -	
01-181-058-40521	Donations			\$ -	
01-181-066-41255	Revenue - BIA	\$ 261		\$ 500	
01-181-066-41270	Misc	\$ 213		\$ 163	
01-181-066-41291	Spring Fashion Show			\$ -	
01-181-066-41292	Assoc. Memberships	\$ 4,280	\$ 4,000	\$ 4,633	\$ 4,000
01-181-066-41364	Winter Walkthrough Fashion Show			\$ -	
01-181-066-41366	Festivals & Events			\$ -	
TOTAL OPERATING REVENUE:		\$ 121,643	\$ 123,189	\$ 124,485	\$ 123,353
OPERATING EXPENDITURES:					
01-181-072-60120	Contracts	\$ 42,998	\$ 44,140	\$ 39,503	\$ 40,000
01-181-072-60104	Vacation Pay		\$ 932	\$ 1,206	\$ 1,608
01-181-072-60202	Benefits - EI	\$ 1,005	\$ 883	\$ 978	\$ 930
01-181-072-60204	Benefits - CPP	\$ 1,637	\$ 1,707	\$ 1,577	\$ 1,807
01-181-072-60206	Benefits - EHT	\$ 844	\$ 741	\$ 824	\$ 780
01-181-072-60212	Benefits - Health Coverage	\$ -	\$ 860	\$ 691	\$ 1,968
01-181-072-60214	Benefits - WSB	\$ 1,320	\$ 1,216	\$ 1,351	\$ 1,280
01-181-099-60301	Office Supplies	\$ 1,728	\$ 1,400	\$ 3,207	\$ 3,000
01-181-099-60306	Advertising & Marketing	\$ 4,751	\$ 6,000	\$ 3,014	\$ 15,000
01-181-099-60309	Computer & Web Site	\$ 1,155	\$ 1,000	\$ 810	\$ 200
01-181-099-60317	Miscellaneous	\$ 555	\$ 500	\$ 1,501	\$ 700
01-181-099-60320	Membership & Subscriptions	\$ 265	\$ 300	\$ 407	\$ 400
01-181-099-60323	Write Offs	\$ 965	\$ 1,000	\$ 1,034	\$ 1,000
01-181-099-60327	Communication	\$ 1,607	\$ 1,700	\$ 1,648	\$ 1,700
01-181-099-60329	Rent	\$ 5,894	\$ 6,012	\$ 5,359	\$ 3,487
01-181-099-60341	Janitorial (1/4 of office space)	\$ 607	\$ 1,000	\$ 453	\$ 25
01-181-099-60630	Clock Prog. / Maint	\$ 1,838		\$ 183	
01-181-170-60806	Spring Fashion Show	\$ -		\$ -	
01-181-170-60807	Winter Walkthrough Fashion Show	\$ -		\$ -	
01-181-170-60812	BIA Dollar Promotion	\$ 15,000	\$ 17,000	\$ 16,180	\$ 17,000
01-181-170-60814	BIA Christmas	\$ -		\$ -	
01-181-170-60816	Annual General Meeting	\$ -	\$ -	\$ 250	\$ 2,000
01-181-099-60819	OBIAA Conference	\$ 1,333	\$ 1,500	\$ 829	\$ 2,500
01-181-099-60833	Operation Face Lift	\$ 7,446	\$ 5,000	\$ 715	\$ 5,000
01-181-170-60837	Spring Guide	\$ 1,526	\$ 1,530	\$ -	\$ 1,530
01-181-170-60838	Holiday Guide	\$ -	\$ 1,530	\$ 775	\$ 1,530
01-181-170-60839	Beautification / Flower Program	\$ 28,516	\$ 30,600	\$ 31,702	\$ 38,704
01-181-170-60840	Light up the Town	\$ 44	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENDITURES:		\$ 121,034	\$ 126,551	\$ 114,196	\$ 142,148
NET OPERATING REVENUES (EXPENSES):		\$ 609	\$ (3,362)	\$ 10,290	\$ (18,795)
CONTRIBUTIONS TO (FROM) RESERVES:					
	Prior year (Surplus)/Deficit				
03-181-032-41700	Trans. from Res. - Working Cap.		\$ (3,362)	\$ -	\$ (18,795)
03-181-440-80100	Transfer to Res. - Working Cap.	\$ 609		\$ -	
NET CONT. TO (FROM) RESERVES:		\$ 609	\$ (3,362)	\$ -	\$ (18,795)
OPERATING SURPLUS/(DEFICIT):		\$ -	\$ -	\$ 10,290	\$ -
CAPITAL BUDGET					
CAPITAL REVENUE:					
	Provincial Grant				
	Federal Grants				
01-181-066-41367	Clock Donations			\$ -	
01-181-066-41368	Clock Bricks	\$ 2,800		\$ 800	
03-181-032-41710	Transfer from Res. - Capital	\$ 5,239		\$ -	
03-181-032-41720	Transfer from Res. - DC			\$ -	
01-181-066-41424	Long-term Debt			\$ -	
TOTAL CAPITAL REVENUE:		\$ 8,039	\$ -	\$ 800	\$ -
CAPITAL EXPENDITURES:					
	From Capital Schedule	\$ 8,039	\$ -	\$ -	\$ -
TOTAL CAPITAL EXPENDITURES:		\$ 8,039	\$ -	\$ -	\$ -
CONTRIBUTIONS TO RESERVES:					
03-181-440-80300	Transfer to Res. - Capital			\$ -	
CONTRIBUTIONS TO RESERVES		\$ -	\$ -	\$ -	\$ -
REPAYMENT OF LONG-TERM DEBT:					
	Repayment of LTD	\$ -	\$ -	\$ -	\$ -
REPAYMENT OF LONG-TERM DEBT:		\$ -	\$ -	\$ -	\$ -
NET CAPITAL EXPENDITURES:		\$ (0)	\$ -	\$ 800	\$ -
DEPARTMENTAL SURPLUS/(DEFICIT):		\$ -	\$ -	\$ 11,090	\$ -

GRANT REQUESTS						
01-112-200-60390		2018 Approved	2019 Requested	Appl'n Received	2019 Approved	Notes
ORGANIZATION:						
1	2nd Cottam Scouts		\$ 2,000	Yes		- to offset a portion of their programing costs which provide youth with educational, charitable and adventurous experiences to enhance their skills, independence and courage
2	2nd Kingsville Scouts		\$ 5,000	Yes		- to help send 14 youth to the Pacific Scout Jamboree in British Columbia, in July of 2019.
3	Artisan Alley Project	\$ 5,000	\$ 5,000	Yes		- continuation of a multi-year project to establish an "Artisan Alley" in the Northwest corner of Division and Main St. The 2019 grant will be applied towards logo development and signage.
4	Arts Society of Kingsville	\$ 3,760	\$ 2,000	Yes		- to offset the cost of hosting Culture Days and various other events, exhibits and classes to promote local artists and to cultivate an appreciation for the arts. \$1500 will be applied towards rent of the Unico Community Centre. \$500 will help fund Culture Days.
5	BIA - Floral Project	\$ 15,300	\$ 19,353	Yes		- to offset the cost of planters / hanging baskets and maintenance in downtown Kingsville. The 2019 application includes costs to fund a Spring - Fall and a Winter planter program.
6	Cedar Island Yacht Club	\$ 10,000	\$ 7,500	Yes		- to offset a portion of their operating and capital costs to provide a Youth Sailing Program.
7	Cottam Minor Baseball		\$ 5,000	Yes		- to offset the cost of refurbishing the existing batting cage and purchasing a new pitching machine.
8	Jack Miner Migratory Bird Foundation	\$ 9,000	\$ 10,000	Yes		- to enhance viewing areas, trails and facilities which are designed to educate the public on conservation & migratory birds.
9	KDHS - Bursary	\$ 3,000	\$ 3,500	Yes		- to offer 7 x \$500 post secondary education bursaries
10	KDHS - OFSAA Basketball (2019) & OFSAA Volleyball (2020)	\$ -	\$ 2,000	Yes		- requesting \$2,000 per year (2019 & 2020) to offset a portion of the cost of hosting OFSAA events. Each event is estimated to bring 750 -1,000 visitors to Kingsville.
11	Kingsville and Essex Assoc. Band	\$ 8,000	\$ 10,000	Yes		- to support the operating costs of the Kingsville-Essex Associated Band
12	Kingsville Historical Park	\$ 10,000	\$ 10,000	Yes		- To offset a portion of the operating costs associated with maintaining the Kingsville Historical Park Museum. The museum has over 3000 military artifacts for residents and tourists view.
13	Kingsville Horticultural Society	\$ 7,000	\$ 8,000	Yes		- to maintain and construct flower beds, purchase planters and dedication plaques throughout the municipality. Historically, the Town has also earmarked \$10,000 in the Parks - Horticultural budget (60344) to be used at the Horticultural Society's discretion.
14	Kingsville Lion's Club	\$ 6,450	\$ 6,450	Yes		- to offset a portion of their cost to host various events throughout the year. All proceeds from the events are directed to Lions charities and projects.
15	Kingsville-Gosfield Heritage Society	\$ 2,000	\$ 2,000	Yes		- to offset the cost of maintaining the Kingsville Archives which provides public access to information on local historical persons, places and events.
16	Leamington Lasers Swim Team		\$ 2,000	Yes		- The Leamington Lasers provide a fun, safe and competitive atmosphere for swimmers between the ages of 5 - 18. 20 of their 46 swimmers reside in Kingsville. Their 2019 request will offset a portion of various equipment purchases and the hiring of additional coaching.
17	Migration Hall	\$ 8,500	\$ 10,000	Yes		- Migration Hall hosts a variety of sports, theatre and other community events which benefit our residents and local businesses and non-profit groups. Their 2019 request includes \$3,000 towards the production of 'Guys and Dolls' and \$7,000 towards the replacement of their wireless sound system equipment.
18	Migrant Worker Community Program	\$ 1,000	\$ 10,000	Yes		- MWCP's mission is to provide a more positive balance to the life of migrant workers by offering social, cultural, recreation and communication opportunities and to build cultural bridges with their host communities
19	Shooters Photography Club	\$ 500	\$ 1,000	Yes		-to offset a portion of their operating costs.
20	Rotary Club of Cottam	\$ 2,500	\$ 3,000	Yes		- to offset the cost of the Annual Horse Show / Fall festival & other activities for Cottam Youth
21	Trinity Anglican Church		\$ 8,000	Yes		- requesting up to \$8,000 to build a gazebo in memory of Tom Schinkelshoek and labyrinth gardens in memory of William Jackson where people can gather, relax and enjoy nature.
22	Erie Shores Quilters Guild	\$ 960	\$ 960	No		- to offset the cost of renting the Unico 1 meeting / month.
	BIA - Facelift Grant	\$ 5,000	\$ -	Yes		- to assist BIA members with façade improvements. The Facelift grant will cover 50% of the cost to a maximum of \$500 per application.
	Erie North Shore Hockey - Pee wee OHF Championship	\$ 4,500	\$ -	Yes		- to offset a portion of the cost to host the 2018 OHF Pee wee Championship in Kingsville on April 12 - 15, 2018. This event is estimated to draw 300 visitors to our
	Little Tomato Children's Theatre	\$ 2,000	\$ -	Yes		- to offset a portion of the production costs associated with their annual musical. They will also be using the funds to offset the cost of replacing microphones.
	Kingsville Historical Park - Property Taxes	\$ 4,500	\$ -	Yes		N/A - Effective 2019, the property is exempt from taxation. This grant is no longer required.
	Sun Parlour Folk Music Society	\$ 20,000	\$ -	Yes		- to offset a portion of the cost of promoting and hosting the annual Folk Festival at Lakeside Park in August. This festival strives to be a long-term tourism draw and signature destination event for the Town of Kingsville. This grant is no longer required in 2019 as the Town has entered a 5 year funding agreement with this festival.
	Charitable Advertising / Sponsorships					
	MADD					- MADD Message Yearbook
	Unallocated					
						0.5% of taxes is estimated at \$82,000
TOTAL REQUESTS:		\$ 128,970	\$ 132,763		\$ -	



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

Date: January 21, 2019
To: Mayor and Council
Author: Peggy Van Mierlo-West, CAO
RE: Proposed OPP Police Services Renewal
Report No.: 2019-02 CAO

AIM

To provide Council with the attached draft agreement and to recommend renewal of this agreement for a 3-year term.

BACKGROUND

In February 2015 Council approved the execution of a Police Services Contract with the Ontario Provincial Police. This agreement was for a 4-year term for the provision of Police Services under Section 10 of the Police Services Act, R.S.O 1990. The original contract will expire February 1st, 2019.

DISCUSSION

Attached to this document is the draft agreement and contract policing proposal submitted by the OPP. This proposal was discussed at the October 24, 2018 Police Services Board meeting in which the Board recommended to approve the 2019 amount of \$3,188,512.

Included within the proposed cost is a contract enhancement which is the Municipal Liaison Officer. This dedicated enhancement position provides 1,417 hours of service over the year. There is no change to this position from the previous proposal.

At their January 23, 2019 Meeting, the Police Services Board carried the following motion:

09-2019 Moved by Kim DeYong, seconded by Nancy Wallace-Gero

That the Kingsville PSB recommend to Council that the OPP contract be renewed for a three year term reflecting the same conditions of the operating contract with no new enhancements.

LINK TO STRATEGIC PLAN

To promote a safe community.

FINANCIAL CONSIDERATIONS

In 2018 the allocated Police Services Budget allocated \$3,043,185 for the OPP contract policing costs. The draft 2019 Police Services Board budget includes \$3,188,512 for the OPP contract costs to be approved by Council.

CONSULTATIONS

PSB Secretary
PSB Chair

RECOMMENDATION

That Council authorizes the entering into and execution of the agreement for the provision of Police Services under Section 10 of the *Police Services Act* for a 3-year term with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services, and adopts Authorizing By-law 14-2019 at this Regular Meeting.

Peggy Van Mierlo-West

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



The Town of Kingsville

Contract Policing Proposal

Prepared by: Sergeant Peter Marshall
Ontario Provincial Police
Municipal Policing Bureau

Date: October 15, 2018

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Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 70 years and currently maintains contracts with over 140 communities across Ontario.

The Town of Kingsville requested a contract proposal for OPP municipal policing. This proposal is based on the OPP Billing Model, with the Town paying an amount equal to the sum of its allocated portion of the OPP's total municipal policing Base and Calls for Service costs, as well as the costs for Overtime, Prisoner Transportation, Court Security, and Accommodation/Cleaning Services as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in Regulation 3/99, Adequacy and Effectiveness of Police Services under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the Town of Kingsville with OPP highway patrol services and provincial responsibilities under one administration. The resources will be deployed to the municipality from the Essex County OPP Detachments.

The Essex County OPP Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as applicable will provide assistance and supervision to members of the Essex County Detachments.

It is the intent to maintain all existing community service programs and community policing committees, in consultation with the Police Services Board.

Any new community service program considered may be implemented after consultation with the Town of Kingsville Council, the Town's Police Services Board and the Essex County OPP Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The Town of Kingsville will continue to benefit as additional staff are readily available from within the Essex County OPP Detachments as well as neighboring detachments and regions, should the need arise.

The Town of Kingsville will be required to maintain a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. The Commissioner is committed to ensuring that the Detachment Commander of the Essex County OPP Detachments responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Essex County OPP Detachments, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the Town of Kingsville chooses to accept an OPP contract for its policing service, the Essex County OPP Detachment Commander will assign resources, focusing on meeting the Town's unique policing needs.

Value for the Town of Kingsville:

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighbouring detachments, regional headquarters and general headquarters;
- Work with the Detachment Commander in determining the local policing priorities and objectives through the Town's Police Services Board; and
- Access to a comprehensive infrastructure and specialized services

The estimated policing cost for 2019 associated to this proposal as presented in the Annual Billing Statement is **\$3,212,810**. It also includes the cost of enhancement(s) requested by the municipality. This amount is reflective of the most current cost estimates under the OPP Billing Model, exclusive of the year-end adjustments.

The year-end adjustment for the year 2017 totalling **\$-24,298** is listed separately from the 2019 estimated cost, but forms part of the Grand Total Billing as shown near the bottom of the Annual Billing Statement.

Not included in this proposal are:

- The cost of maintaining the Police Services Board
- Any applicable revenues accruing to the municipality as a result of police activity

Dedicated Enhancement Positions

Municipalities entering into a contract under Section 10 of the *Police Services Act* may choose to receive dedicated enhanced positions.

Municipalities will be billed for the cost of dedicated enhanced positions using actual salaries, wages, overtime and benefits and the latest approved municipal cost-recovery formula. Any additional unique costs associated with the dedicated enhanced positions will be detailed on the Annual Billing Statement and the municipality will be billed accordingly.

The service delivered by these positions will be tracked and reconciled on an annual basis.

Your contract enhancements are listed below:

FTE* Enhancements	Classification	Position Description
1.00	Constable	Municipal Liaison Officer

*Uniform FTE enhancement means a unit of at least 1,417 hours of policing services delivered to the municipality by enhancement officer(s) each year.

Note:

- **Dedicated Enhancement Reconciliation - Uniform Positions:**
 - Total hours of service provided by all dedicated enhancement positions will be reconciled annually.
 - In accordance with the officer availability factor calculations, it is currently estimated that each uniform dedicated enhancement position will provide 1,417 hours of service per year in order to fulfill the requirements of their respective positions. If this number of hours is not met, the total cost of all uniform dedicated enhancement positions will be reduced accordingly.
 - Total hours of service for dedicated enhancement positions include hours of work performed in a municipality by all officers assigned to enhancement positions.

Total hours do not include:

- overtime hours
- hours recorded for duties accounted for in the availability factor such as court attendance, training and specific administrative duties
- hours calculated for billable calls for service by officers assigned to dedicated enhancement positions unless the officer's position is general law enforcement.

OPP 2019 Annual Billing Statement

Kingsville T

Estimated cost for the period January 1 to December 31, 2019

Please refer to www.opp.ca for 2019 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	8,760		
	Commercial and Industrial	<u>373</u>		
	Total Properties	<u><u>9,133</u></u>	189.54	1,731,069
Calls for Service				
	Total all municipalities	156,778,914		
	Municipal portion	0.7702%	132.21	1,207,512
Overtime			9.34	85,335
Contract Enhancements (pre-2015)			18.41	168,163
Prisoner Transportation	(per property cost)		<u>2.27</u>	<u>20,732</u>
Total 2019 Estimated Cost			<u><u>351.78</u></u>	<u><u>3,212,810</u></u>
Year Over Year Variance (estimate for the year is not subject to phase-in adjustment)				
2018 Estimated Cost per Property			342.72	
2019 Estimated Cost per Property (see above)			<u>351.78</u>	
Cost per Property Variance	(Increase)		9.06	
2017 Year-End Adjustment				(24,298)
Grand Total Billing for 2019				<u><u>3,188,512</u></u>
2019 Monthly Billing Amount				265,709

OPP 2019 Contract Enhancement Cost Summary

Kingsville T

Estimated cost for the period January 1 to December 31, 2019

2018 Cost-Recovery Formula

Salaries and Benefits

Uniform Members	(Note 1)	\$/FTE	Positions	\$	Sub-Total	Total
Constables		100,708	1.00	100,708		
Total Uniform Salaries					100,708	
Statutory Holiday Payout		3,564			3,564	
Shift Premiums		685			685	
Benefits (28.09% of Salaries)					28,289	
Total Uniform Salaries & Benefits						133,246
Support Costs - Salaries and Benefits						
Communication Operators		6,564		6,564		
Prisoner Guards		1,715		1,715		
Operational Support		4,642		4,642		
RHQ Municipal Support		2,477		2,477		
Telephone Support		122		122		
Office Automation Support		644		644		
Mobile and Portable Radio Support		188		188		
Total Support Staff Salaries and Benefits Costs						16,352
Total Salaries & Benefits						149,598
Other Direct Operating Expenses						
Communication Centre		182			182	
Operational Support		811			811	
RHQ Municipal Support		232			232	
Telephone		1,373			1,373	
Mobile Radio Equipment Repairs & Maintenance		163			163	
Office Automation - Uniform	(Note 2)	2,140			4,970	
Vehicle Usage		8,351			8,351	
Detachment Supplies & Equipment		539			539	
Uniform & Equipment		1,944			1,944	
Total Other Direct Operating Expenses						18,565
TOTAL ESTIMATED ENHANCEMENT COST						168,163
Total OPP Policed Municipal Properties						9,133
Cost per Property						\$18.41

OPP 2019 Contract Enhancement Cost Summary

Kingsville T

Estimated cost for the period January 1 to December 31, 2019

Notes

- 1) Salary rates are based on weighted average rates for municipal detachment staffing by rank, level and classification. The 2019 salaries were estimated based on the 2018 rates set in the 2015 to 2018 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of 1.9% for 2019 applied. The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2018-19). Salary rates, Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.
- 2) Office Automation - Uniform is calculated at \$2,140 per uniform member and includes two (2) additional laptops at the current Cost-Recovery Formula rate of \$1,415 each/annually.

OPP Contacts

Please forward any questions or concerns to Inspector Glenn Miller, Detachment Commander, Essex County Detachments, or Sergeant Peter Marshall, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Inspector Glenn Miller (519) 723-2491

Sergeant Peter Marshall (705) 329-6857

The term of this Agreement, made in 2 originally executed copies, is from the 01st day of January 2019, to the 31st day of December 202X.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE *POLICE SERVICES ACT*, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**

("Ontario")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWN OF KINGSVILLE
(the "Municipality")**

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) Pursuant to Order-in-Council 497/2004, the powers assigned to the Solicitor General in law, including those set out in the *Police Services Act*, have been transferred to the Minister of Community Safety and Correctional Services; therefore, all references to the Minister of Community Safety and Correctional Services shall be deemed to include the powers previously exercised by the Solicitor General;
- (d) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number XXXX, dated XXXX (attached as Schedule "A");
- (e) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated October 15, 2018 (attached as Schedule "B");

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a)** “Annual Billing Statement” means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
 - (i) the Municipality's policing costs for the year following the year in which the statement is prepared, based on an estimate of salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable); and
 - (ii) a year-end adjustment reconciling salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable) costs to those billed for the preceding year. Uniform Enhancement position hours are also reconciled to ensure the minimum number of contractual hours was met.
- (b)** “Board” means Town of Kingsville Police Services Board.
- (c)** “Commissioner” means the Commissioner of the O.P.P.
- (d)** “Detachment Commander” means the O.P.P. officer in charge of Essex County Detachments.
- (e)** “Full-Time Equivalent” (FTE) means a unit of at least 1,417 hours of policing services delivered to the municipality by enhancement officer(s) each year.

General Provisions

- 3.** Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
- 4.** The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
- 5.** The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.

6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.
- (b) Municipal Building Code violations overseen by the Municipality's Building Code inspector and those by-laws related to animal control will not form part of this Agreement.
7. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Essex County O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Service Levels

8. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) Where the Municipality receives dedicated enhancement positions, it shall be responsible for all costs associated with those dedicated resources. In the event that the Municipality decides to reduce the number of enhancement positions, it shall provide Ontario with at least one year's prior written notice and shall be responsible for all costs associated with such reduction.

Liability of Ontario

9. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

Provincial Services Usage

10. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

11. Ontario shall supply or cause to be supplied all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.

12. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs, where applicable.

Adequacy Standards Regulation

13. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
14. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
15. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

16. (a) On or before October 01st in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.

(b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
17. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.

(b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 18.
18. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.

19. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.
20. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
21. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
- (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising, and use all best good faith efforts to resolve the dispute.
- (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.

23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
- (i) The language of the arbitration shall be English.
 - (ii) The place of the arbitration shall be the Town of Kingsville
 - (iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - (iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - (v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - (vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- (i) on consent of all parties;
 - (ii) as may be ordered by a court of competent jurisdiction;
 - (iii) the final decision of the arbitrator may be released.
- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.

- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the OPP in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary, and if sent by fax or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:
- (a) by mail to Ontario addressed to: The Minister of Community Safety and Correctional Services, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067.
 - (b) by mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, by fax to (705) 330-4191, or by email to opp.municipalpolicing@opp.ca
 - (c) by mail to the Municipality addressed to: The Mayor, Town of Kingsville, 2021 Division Road North, Kingsville, Ontario, N9Y 2Y9, or by fax to (519) 733-8108
 - (d) by mail to the Board addressed to: The Town of Kingsville Police Services Board, 2021 Division Road North, Kingsville, Ontario, N9Y 2Y9, or by fax to (519) 733-8108

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01st day of January 2019, and shall conclude on the 31st day of December 202X.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Deputy Minister of Community Safety, Ministry of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Minister of Community Safety

FOR THE MUNICIPALITY

Town of Kingsville

Date signed by the Municipality

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

By-law place holder

SCHEDULE “B”

PROPOSAL FOR POLICE SERVICES

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 13-2019

Being a By-law to provide for an Interim Tax Levy and to provide for the Payment of Taxes

WHEREAS Section 317 (1) of the *Municipal Act*, S.O. 2001, c. 25 provides that the Council of a local municipality may, before the adoption of the estimates for the year under Section 290, pass a By-law levying amounts on the assessment or part thereof for real property according to the last revised assessment roll, a sum of fifty per cent (50%) of the total amount of 2018 taxes for municipal and school purposes levied on the property.

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

1. (A) An interim tax levy on all assessment classes be imposed and levied on the whole of the assessment classes for real property and at the rates so indicated on Schedule "A" to this By-law.

(B) That the said tax rates shall be levied on assessment added, after this By-law is passed, to the collector's roll for this year that was not on the assessment roll for the previous year.
2. Payment of taxes under this By-law shall be payable in two installments, which shall be due and payable on **February 28, 2019** and **May 31, 2019**.
3. That all taxes levied respectively as aforesaid and other rates payable as taxes, shall be payable into the hands of the Treasurer and/or Tax Collector in accordance with the provisions of this By-law.
4. (A) That there shall be imposed an additional percentage charge for non-payment of taxes of one and one-quarter percent (1.25%) on the first day of the default and on the first day of each calendar month thereafter in which default continues. No discount shall be allowed for pre-payment.

(B) On all other taxes in default on January 1, 2019 interest shall be added at the rate of one and one-quarter percent (1.25%) per month and all By-laws and parts of By-laws inconsistent with this policy are hereby rescinded.

(C) That failure to receive a tax notice does not exempt the property owner from penalty and late payment charges as outlined in clauses 4 (A) and 4 (B) of this By-law.
5. That the Treasurer and/or Tax Collector, no later than twenty one (21) days prior to the date the first installment is due, may mail or cause to be mailed to the address of the residence or place of business of each person taxed as aforesaid, a notice specifying the amount of taxes payable by such person or corporation.
6. That the Treasurer and/or Tax Collector shall hereby be authorized to administer a pre-authorized payment plan for the Town of Kingsville and accept four (4) quarterly due date or twelve (12) monthly payments on account of taxes due.
7. That nothing herein contained shall prevent the Treasurer and/or Tax Collector from proceeding at any time with the collection of any rate, tax or assessment, or any part thereof, in accordance with the provisions of the statutes and By-laws governing the collection of taxes.

8. Taxes shall be payable to The Corporation of the Town of Kingsville and shall be paid to the Treasurer and/or Tax Collector or paid at any financial institution which is authorized to accept payment under the Canadian Payments Association Regulations.
9. This By-law shall remain in force from year to year until it is repealed and any By-law repealing this By-law shall be effective only at the end of any year.
10. In the event of conflict between the provisions of this By-law and any other By-law, the provisions of this By-law shall prevail.
11. That all By-laws inconsistent with this By-law are hereby repealed.
12. This By-law shall come into force and take effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 30TH DAY OF JANUARY, 2019.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule "A"
By-Law 13-2019

2019 Interim Tax Rates

CLASS	DESCRIPTION	MUNICIPAL	COUNTY	EDUCATION	TOTAL INTERIM	LEVY
RT	Residential	0.00331843	0.00232214	0.00082855	0.00646912	12,702,574.24
FT	Farm	0.00081752	0.00057208	0.00020412	0.00159371	1,034,113.84
R1	Farmland Awaiting Development Phase 1	0.00081752	0.00057208	0.00020412	0.00159371	2,486.56
CT / ST	Commercial Occupied	0.00361513	0.00252976	0.00649838	0.01264327	1,535,051.39
CU	Commercial Excess Land	0.00248274	0.00173735	0.00446286	0.00868295	14,867.56
CX	Commercial Vacant Land	0.00181853	0.00127256	0.00327257	0.00636365	7,783.05
XT / ZT	Commercial Occupied New Construction	0.00362396	0.00253594	0.00536166	0.01152156	403,099.06
XU / ZU	Commercial Excess Land New Construction	0.00245954	0.00172112	0.00363891	0.00781957	2,714.76
MT	Multi-Residential	0.00626713	0.00438556	0.00080023	0.01145293	292,339.92
PT	Pipelines	0.00434250	0.00303876	0.00655895	0.01394020	206,157.09
IT	Industrial Occupied	0.00646926	0.00452701	0.00655441	0.01755068	306,257.85
IU	Industrial Excess Land	0.00417837	0.00292390	0.00423336	0.01133563	7,929.95
IX	Industrial Vacant Land	0.00410427	0.00287205	0.00415829	0.01113462	31,025.95
JT	Industrial Occupied New Construction	0.00620444	0.00434169	0.00511332	0.01565944	171,374.19
JU	Industrial Excess Land New Construction	0.00420259	0.00294085	0.00346352	0.01060696	1,748.29
LT	Large Industrial Occupied	0.00909838	0.00636679	0.00666625	0.02213142	116,748.22
LU	Large Industrial Excess Land	0.00594389	0.00415937	0.00435500	0.01445826	-
KT	Large Industrial New Const	0.00884699	0.00621126	0.00529007	0.02034832	136,104.31
KU	Large Industrial Ex Land New Const	0.00577089	0.00403831	0.00343939	0.01324860	921.77
TT	Managed Forest	0.00081890	0.00057304	0.00020446	0.00159640	1,105.21
GT	Parking Lot	0.00188799	0.00132117	0.00339758	0.00660674	462.97

16,974,866.18

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 14 - 2019

Being a By-law authorizing the entering into of an Agreement for the provision of Police Services under Section 10 of the *Police Services Act*, with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations.

AND WHEREAS The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter into an Agreement for the provision of Police Services under Section 10 of the *Police Services Act*, R.S.O. 1990, c. P.15, with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services for a term of three (3) years.

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 Ontario as represented by the Minister of Community and Safety and Correctional Services 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 said 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 30TH DAY OF JANUARY, 2019.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 15-2019

Being a by-law to amend By-law 129-2017 to extend the Appointment of Robert Sassine as a by-law enforcement Officer and a property standards officer of The Corporation of the Town of Kingsville

WHEREAS Council, under By-law 129-2017, appointed Robert Sassine as a by-law enforcement officer and a property standards officer of The Corporation of the Town of Kingsville as defined in the *Police Services Act, R.S.O. 1990*, c. P.15 and the *Building Code Act, 1992*, S.O. 1992, c. 23 (herein referred to as the “Acts”), which appointment was to be effective from November 20, 2017 to February 1, 2019;

AND WHEREAS Council deems it expedient to extend the term of the appointment of Robert Sassine to March 29, 2019.

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

1. The paragraph 1 of By-law 129-2017 be amended as follows:

That the words “for the fifteen-month period from November 20, 2017 to February 1, 2019” be deleted and replaced with the words “**for the seventeen-month period from November 20, 2017 to March 29, 2019**” so that the paragraph reads as follows:

- “1. By-law 101-2004, as amended, is further amended by the addition of the following appointment:

Robert Sassine is appointed as a by-law enforcement officer and a property standards officer of The Corporation of the Corporation of the Town of Kingsville as defined in the Acts for the seventeen-month period from November 20, 2017 to March 29, 2019.”

2. **THAT** all other terms as set out in By-law 101-2004, and all amendments thereto, shall remain in full force and effect.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 30TH DAY OF JANUARY, 2019.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 17 - 2019

**Being a By-law to confirm the proceedings of the
Council of The Corporation of the Town of Kingsville at its
January 30, 2019 Special 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 January 30, 2019 Special 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
30th DAY OF JANUARY, 2019.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo