



**REGULAR MEETING OF COUNCIL  
AGENDA**

**Monday, April 8, 2019, 6:15 PM**

**Council Chambers**

**2021 Division Road N**

**Kingsville, Ontario N9Y 2Y9**

**Pages**

**A. CALL TO ORDER**

**B. CLOSED SESSION**

**1**

Pursuant to section 239(3.1) of the *Municipal Act, 2001*, Council will enter into Closed Session to address the following items:

i) Educational or training sessions [s.239(3.1)]--Solicitor Jeffrey J. Hewitt will provide an educational or training session to the Council members pertaining to the Local Planning Appeal Tribunal (LPAT) appeal process.

**C. REPORT OUT OF CLOSED SESSION**

**D. MOMENT OF SILENCE AND REFLECTION**

**E. PLAYING OF NATIONAL ANTHEM**

**F. 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.

**G. PRESENTATIONS/DELEGATIONS**

1. **Kingsville Horticultural Society--1st Vice President Alan Batke will present a 2019 Update about the Horticultural Society's plans**

**H. MATTERS SUBJECT TO NOTICE**

1. **PUBLIC MEETING--Application for Removal of the H- Holding Symbol ZBA/06/19 by Cristina Porrone – Queen Valley Estates Part of Lot 11,**

**2**

## **Concession 2 ED Draft Plan 37-T-13002, Plan 12M 649 & Plan 12M**

R. Brown, Manager of Planning Services

- i) Notice of an Intention to Pass an Amending By-law to Remove a Holding Symbol, dated March 19, 2019;
- ii) Report of R. Brown, dated March 19, 2019;
- iii) Proposed By-law 43-2019, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

### **Recommended Action**

That Council approves zoning by-law amendment application ZBA/06/19 for removal of the H-Holding symbol on the subject lands known as Part of Lot 11, Concession 2 and within Draft Plan of subdivision 37-T-13002 including Plan 12M 649 and 12M 651, in the Town of Kingsville and adopt the implementing by-law.

## **I. AMENDMENTS TO THE AGENDA**

## **J. ADOPTION OF ACCOUNTS**

1. **Town of Kingsville Accounts for the monthly period ended March 31, 2019 being TD cheque numbers 0068497 to 0068774 for a grand total of \$1,709,482.99**

9

### **Recommended Action**

That Council approves Town of Kingsville Accounts for the monthly period ended March 31, 2019 being TD cheque numbers 0068497 to 0068774 for a grand total of \$1,709,482.99

## **K. STAFF REPORTS**

1. **Application for Site Plan Approval Amendment by Rico Root Plant Farm, 1156 Road 3 E Part of Lot 7, Concession 3 ED, Part 1, RP 12R 24428**

35

R. Brown, Manager of Planning Services

### **Recommended Action**

That Council approves the requested site plan amendment for the retrofit of a 1.61 ha (4 ac.) greenhouse for use as a medical marihuana production facility, subject to the conditions outlined in the amending site plan agreement and authorize the Mayor and Clerk to sign the amending site plan agreement and register said agreement on title, and

That Council requires a security deposit equal to 50% of the total cost of the odour control system and lighting control to be deposited with the Town prior to release of any building permits.

2. **Funding Announcement**

65

P. Van Mierlo-West, CAO

**Recommended Action**

That Council receives the report titled Funding announcement and;

That Administration conducts a request for proposal for the provision of high speed internet between Town owned buildings.

**3. Sun Parlour Folk Music Society Rental – Carnegie Arts & Visitor Centre**

67

P. Van Mierlo-West, CAO

**Recommended Action**

That Council approve the proposal brought forth by the Sun Parlour Folk Music Society;

And that the Sun Parlour Folk Music Society be approved to rent space at the Carnegie Arts & Visitor Centre for a period of three years in the amount of \$1500.00 per year;

And that Administration be directed to complete a rental agreement to be brought to Council for approval.

**4. 281 Main Street East**

69

P. Van Mierlo-West, CAO

**Recommended Action**

That Council receives the report and that Dillon Consulting be retained to complete the noise impact assessment.

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

**1. Watson and Associates Economists Ltd.--Town of Kingsville Water Financial Plan dated March 21, 2019**

71

**Recommended Action**

That Council approves the Town of Kingsville Water Financial Plan prepared by Watson & Associates Economists Ltd. in accordance with O. Reg. 453/07, dated March 21, 2019 ("the Plan"); and

That Council directs Administration to publicly advertise the availability of the Plan and to submit the Plan to the Ministry of Municipal Affairs and Housing and the Ministry of the Environment, Conservation and Parks as required to satisfy the requirements of the *Safe Drinking Water Act* and O. Reg. 453/07.

**2. Leamington District Agricultural Society--RE: 171st Annual Leamington Fair--Request for support of children's bike giveaway**

115

**Recommended Action**

That Council consider request received from the Leamington District

Agricultural Society to provide a sponsorship in the amount of \$160.00.

**M. MINUTES OF THE PREVIOUS MEETINGS**

1. Regular Meeting of Council--March 25, 2019 116

2. Regular 'Closed Session' Meeting of Council--March 25, 2019

**Recommended Action**

That Council adopts Regular Meeting of Council Minutes, dated March 25, 2019 and Regular 'Closed Session' Meeting of Council Minutes dated March 25, 2019.

**N. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

1. Tourism and Economic Development Committee - February 14, 2019 130

**Recommended Action**

That Council receive Tourism and Economic Development Committee Meeting Minutes dated February 14, 2019

2. Kingsville Municipal Heritage Advisory Committee - February 20, 2019 133

**Recommended Action**

That Council receives Kingsville Municipal Heritage Advisory Committee Meeting Minutes dated February 20, 2019

3. Parks, Recreation, Arts and Culture Committee - February 21, 2019 137

**Recommended Action**

That Council receive Parks, Recreation, Arts and Culture Committee Meeting Minutes dated February 21, 2019 together with Minutes of the following sub-committees:

Highland Games - November 20, 2018

4. Police Services Board - February 27, 2019 154

**Recommended Action**

That Council receive Police Services Board Meeting Minutes dated February 27, 2019

**O. BUSINESS CORRESPONDENCE - INFORMATIONAL**

1. Town of Kingsville, Office of the Mayor--Letter of Support dated April 1, 2019 sent to Ontario Highway Transport Board (in support of Transit Windsor to provide transit services for the Long-Distance Scheduled Intercommunity Project) 158

2. Layne and Elaine van Loo, Cottam Residents--Correspondence received 160



April 2, 2019 RE: Proposal for formation of an 'En Plein Air' Arts event

3. Office of the Prime Minister--Correspondence dated April 3, 2019 from T. Jolicoeur, Executive Correspondence Officer for the Prime Minister's Office RE: Phragmites Control 163

**Recommended Action**

That Council receives Business Correspondence-Informational Items 1-3.

**P. NOTICES OF MOTION**

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

That the Senior Members of Administration research and report back to Council within six (6) months the options and costs that may be incurred for better "improved" internet within the Town of Kingsville.

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

That Council direct Administration to update/revise By-law 62-2014, being the "by-law to establish and regulate a Fire Department for the Town of Kingsville" to include a schedule of core services and excluded services.

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

**R. BYLAWS**

1. By-law 38-2019 167

Being a by-law to appoint Paul D. Watson as the Integrity Commissioner for The Corporation of the Town of Kingsville

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

2. By-law 39-2019 189

Being a by-law authorizing the entering into of an Agreement with Cheema Cleaning Services Ltd. for the Janitorial Service Maintenance of the Various Town of Kingsville Buildings (full contract document available for review in Department of Municipal Services)

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

3. By-law 40-2019 196

Being a By-law authorizing the entering into of an Agreement with Mill-Am Corporation for the 2019 Urban Road Program (File No. 19-101; Lansdowne Avenue) (full contract document available for review in Department of Municipal Services)

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

**4. By-law 41-2019** 201

Being a By-law authorizing the entering into of an Agreement with Mill-Am Corporation for the 2019 Urban Road Program (File No. 19-102 Heritage Road) (Full contract document available for review in Department of Municipal Services)

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

**5. By-law 42-2019** 206

Being a By-law authorizing the entering into of an Agreement with Mill-Am Corporation for the 2019 Urban Road Program (File No. 19-105; Cedarhurst Subdivision Urban Road Program) (Full contract document available for review in Department of Municipal Services)

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

**6. By-law 43-2019** 211

Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (Part of Lot 11, Concession 2 ED; Draft Plan 37-T-13002-Plan 12M 649 and Plan 12M 651, ZBA/06/19)

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

**S. CONFIRMATORY BY-LAW**

**1. By-law 44-2019** 213

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its April 8, 2019 Regular Meeting

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

**T. ADJOURNMENT**



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

## PUBLIC NOTICE

### REGULAR MEETING OF COUNCIL TO COMMENCE AT 6:15 P.M. ON MONDAY, APRIL 8, 2019

The Regular Meeting of Council to be held on Monday, April 8, 2019 will commence at 6:15 p.m. in order to move into Closed Session to address the following item pursuant to Section 239(3.1) of the *Municipal Act, 2001*:

- i) **Educational or training sessions [(s. 239(3.1))]**--Solicitor Jeffrey J. Hewitt will provide an educational or training session to the Council members pertaining to the Local Planning Appeal Tribunal (LPAT) appeal process. At this educational or training session (which will provide a summary as to how land use planning appeals and related hearings will be conducted under LPAT as opposed to the former Ontario Municipal Board) no member will discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council.

The Regular Meeting will reconvene in open session at 7:00 p.m.

**DATED** at Kingsville, Ontario this 2<sup>nd</sup> day of April, 2019.

Jennifer Astrologo, Director of Corporate Services / Clerk  
The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario N9Y 2Y9



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

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

**APPLICATION:** ZONING BY-LAW AMENDMENT ZBA/06/19  
(Section 36 of the Planning Act, R.S.O. 1990, C.P. 13)  
**OWNERS:** Cristina Porrone (Queen Valley Estates)  
**LOCATION OF PROPERTY:** Part of Lot 11, Concession 2  
Draft Plan 37-T-13002, Plan 12M649 & Plan 12M 651

**TAKE NOTICE** that the Council for the Corporation of the Town of Kingsville intends to pass a by-law on **April 8, 2019** to remove the holding symbol on the property described above in the Town of Kingsville (see attached map). The subject property is currently zoned "Residential Zone 2 Rural/Urban - Holding (R2.2(h))".

**THE PROPOSED** amendment intends to remove the Holding (h) Symbol from the property to which it applies shown on Map 54, Schedule "A" to Comprehensive Zoning By-law 1-2014, as amended. Removal of the holding on the property is subject to an approved plan of subdivision and development agreement both of which are now complete. The subdivision will be constructed in phases. The initial development will include Phase 1A and 1B along the westerly side and a portion of the northerly limit.

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

**WHEN:** April 8, 2019  
**WHERE:** Town of Kingsville Municipal Building  
**TIME:** 7:00 p.m.

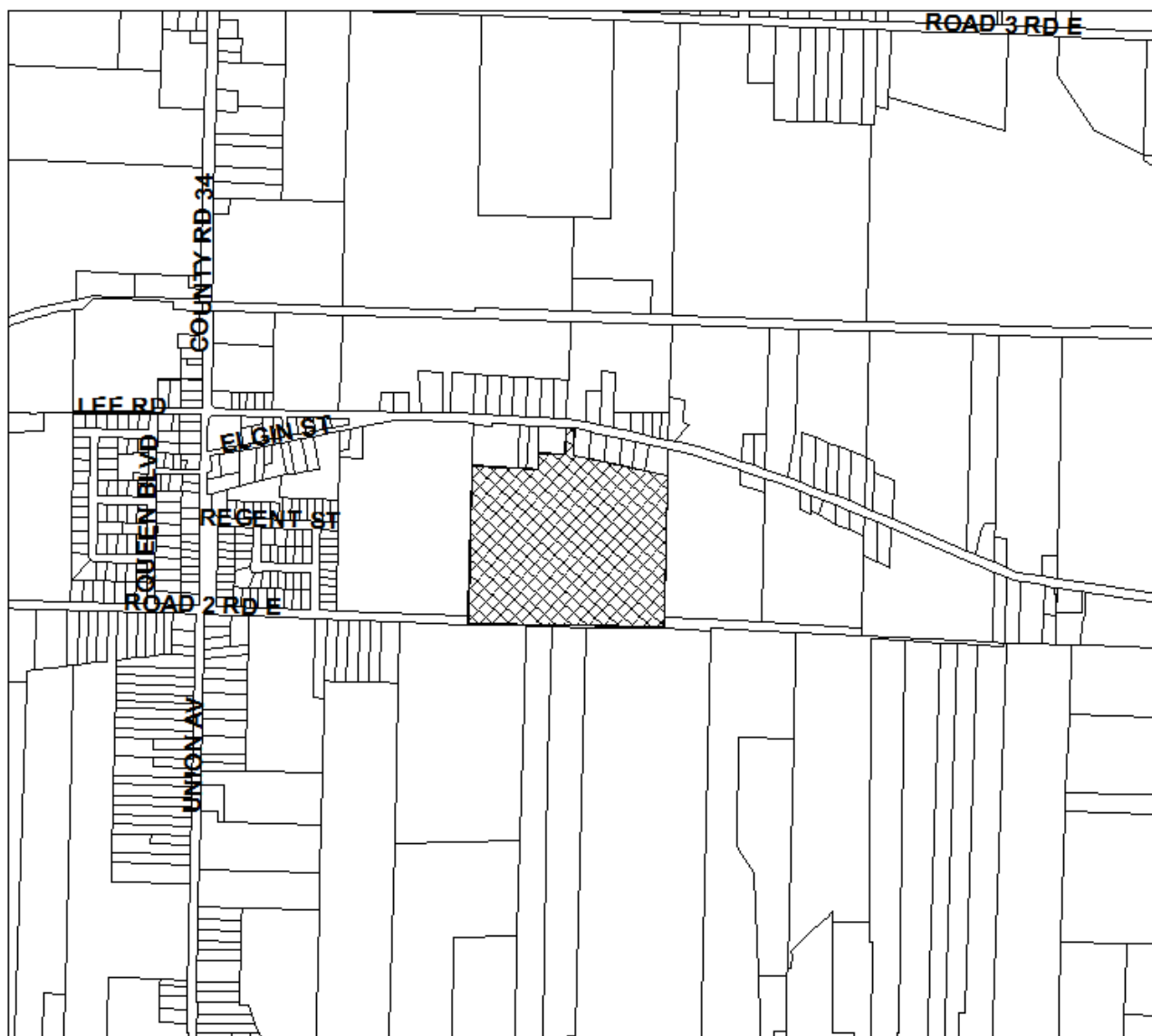
If you have comments on this application, they may be forwarded in writing by email, or letter mail to the attention of: **Robert Brown**, Town of Kingsville, 2021 Division Road North, Town of Kingsville, ON N9Y 2Y9. Comments and opinions submitted on these matters, including your name and address, may become part of the public record and may be viewed by the general public and may be published in a planning report or reproduced in a Council agenda and/or minutes.

**ADDITIONAL INFORMATION** relating to this matter is available for review at the Kingsville Municipal Office during regular office hours.

**DATED AT  
THE TOWN OF KINGSVILLE  
THIS 19<sup>th</sup> Day of March, 2019.**

**Robert Brown, H. Ba, MCIP, RPP  
Tel: 519-733-2305 (x 250)  
Email: rbrown@kingsville.ca**

## Schedule 'A'



Part of Lot 11, Concession 2 ED  
 Draft Plan 37-T-13002 - Plan 12M 649 & Plan 12M 651  
 Zoning By-law Amendment ZBA/06/19



0 90 180 360 540 720 Meters



Schedule "A", Map 54 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Residential Zone 2 Rural/Urban - holding (R2.2 (h))' to 'Residential Zone 2 Rural/Urban (R2.2)'

## KEY MAP- ZBA/06/19



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

**Date:** March 19, 2019

**To:** Mayor and Council

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

**RE:** Application for Removal of the H- Holding Symbol ZBA/06/19 by  
Cristina Porrone – Queen Valley Estates  
Part of Lot 11, Concession 2 ED  
Draft Plan 37-T-13002, Plan 12M 649 & Plan 12M

**Report No.:** PDS 2019-016

---

## **AIM**

To provide Council with information regarding the request to remove the Holding (h) symbol from lands known as the Queen Valley Estates subdivision (See Appendix A) at the easterly terminus of Road 2 E.

## **BACKGROUND**

In October of 2013 Council directed Administration to advise the Manager of Planning Services for the County of Essex that it supported the draft plan development for a 130 lot single detached residential development at the easterly end of Road 2 E and extending north to County 34. In September of 2017 the County granted approval of the draft plan development on the subject lands. In early 2018 a development agreement was prepared and presented to Council for approval.

The agreement has been signed and registered on title. The initial phase of development along the westerly side of the property has been prepared and registered as Phase 1A and 1B.

## **DISCUSSION**

The majority of vacant lands approved for development within the settlement areas of Kingsville have zoning in place that includes the H-Holding symbol. The standard requirement for removal, in most cases, is the completion of one or more approvals such as a draft plan, development agreement, site plan approval or availability of services. In

the case of the subject lands the requirement for removal of the H- Holding symbol was approval of a plan of subdivision and associated development agreement. Both of these items have been completed, with Council approval, and the applicant is preparing to start construction of the initial phase of development once the Esseltine Drain report has received third reading as required by ERCA as a condition in the approved development agreement.

## **LINK TO STRATEGIC PLAN**

Manage residential growth through sustainable planning.

## **FINANCIAL CONSIDERATIONS**

As the development proceeds there will be building permit fees, development charges, tree and park fees and eventual increase in assessment as homes are constructed.

## **CONSULTATIONS**

With the draft plan approval and registered agreement in place all matters related to the development are now covered by the requirements of the agreement including submission of the securities for the servicing of the initial phases. No permits are issued until such time as all servicing items have been addressed to the satisfaction of Municipal Services and the affected streets accepted on maintenance.

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

## **RECOMMENDATION**

It is recommended that Council approve zoning by-law amendment application ZBA/06/19 for removal of the H-Holding symbol on the subject lands known as Part of Lot 11, Concession 2 and within Draft Plan of subdivision 37-T-13002 including Plan 12M 649 and 12M 651, in the Town of Kingsville and adopt the implementing by-law.

*Robert Brown*

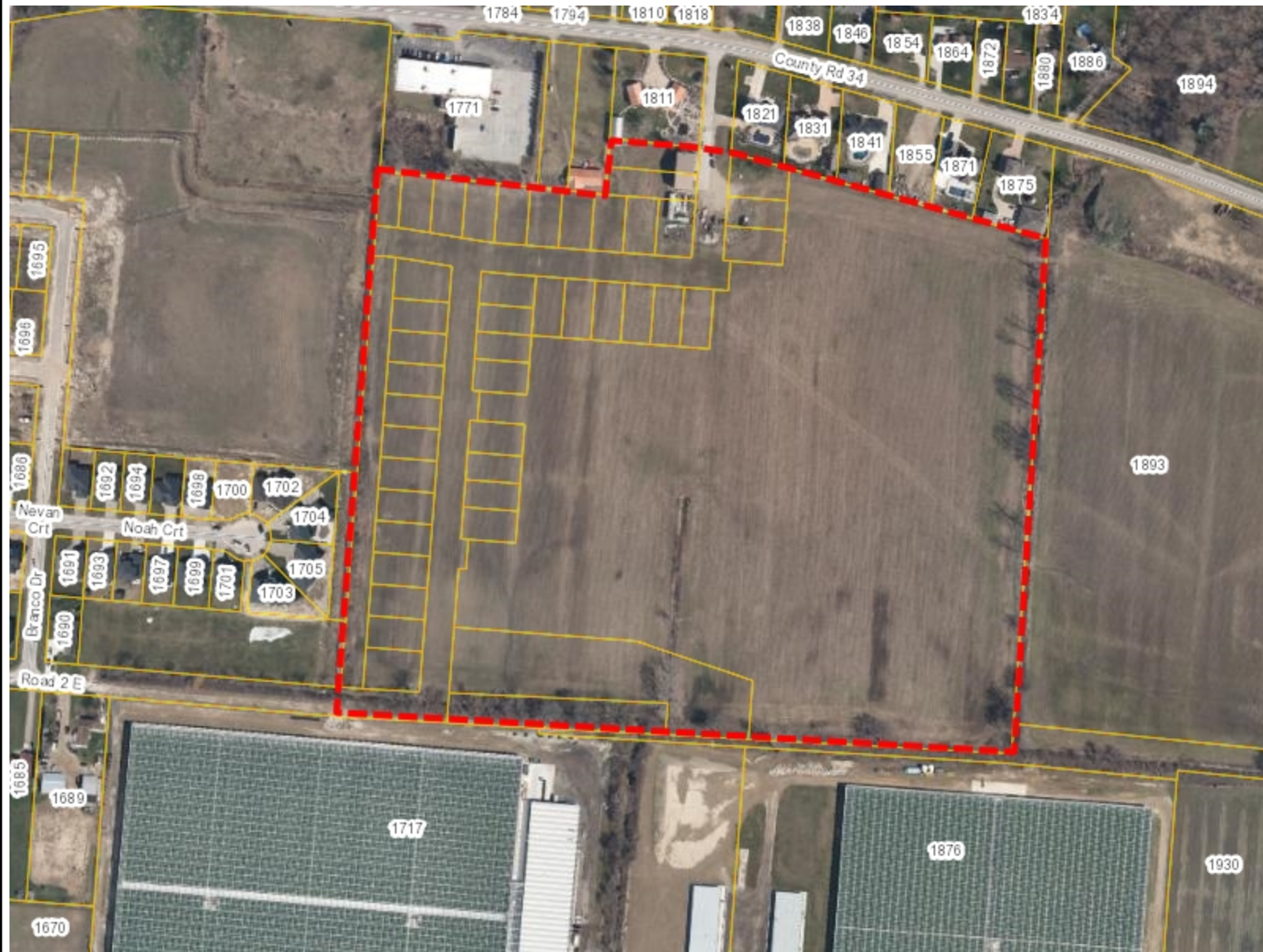
Robert Brown, H. Ba, MCIP, RPP  
Manager, Planning Services

*Peggy Van Mierlo-West*

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



# Queen Valley Estates



## Legend

Essex Municipalities

<all other values>

Kingsville

Street

Severance

Kingsville Assessment

## Notes

Enter Map Description

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Copyright the Corporation of the County of Essex, 2012. Data herein is provided by the Corporation of the County of Essex on an 'as is' basis. Assessment parcel provided by Teranet Enterprises Inc. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

0 66.95 133.9Meters

1: 4,016



3/13/2019



# **THE CORPORATION OF THE TOWN OF KINGSVILLE**

## **BY-LAW 43-2019**

---

### **Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville**

**WHEREAS** By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

**AND WHEREAS** the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

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

1. Schedule "A", Map 54 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as, Part of Lot 11, Concession 2 ED, and shown on Schedule 'A' cross-hatched attached hereto from 'Residential Zone 2, Rural/Urban - Holding (R2.2(h))' to 'Residential Zone 2, Rural/Urban (R2.2)'
2. This by-law shall come into force and take full effect from the date of passing by Council and in accordance with Section 36 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
8<sup>th</sup> DAY OF APRIL, 2019.**

---

**MAYOR, Nelson Santos**

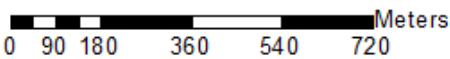
---


**CLERK, Jennifer Astrologo**

Schedule 'A'



Part of Lot 11, Concession 2 ED  
Draft Plan 37-T-13002 - Plan 12M 649 & Plan 12M 651  
Zoning By-law Amendment ZBA/06/19



 Schedule "A", Map 54 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Residential Zone 2 Rural/Urban - holding (R2.2 (h))' to 'Residential Zone 2 Rural/Urban (R2.2)'



**Town of Kingsville  
Council Summary Report  
2019**

**Cheque Distributions for the Month of:**

**MARCH**

**Department Summary:**

Dept. No.	Department Name	Amount
	Credit Card Transactions	\$ 22,130.95
000	Default - Clearing	\$ 98,771.17
110	Council	\$ 3,085.85
112	General Administration	\$ 466,674.55
114	Information Technology	\$ 1,967.20
120	Animal Control	\$ 991.18
121	Fire	\$ 17,314.44
122	OPP	\$ 282,264.84
124	Building	\$ 3,173.67
130	Transportation - Public Works	\$ 285,348.96
131	Sanitation	\$ 195,723.91
151	Cemetery	\$ 2,097.33
170	Arena	\$ 24,243.42
171	Parks	\$ 10,222.65
172	Fantasy of Lights	\$ 61.06
173	Marina	\$ 199.29
174	Migration Festival	\$ -
175	Recreation Programs	\$ 3,890.23
176	Communities in Bloom	\$ 1,157.78
177	Highland Games	\$ -
178	Facilities	\$ 137,536.51
180	Planning	\$ 73.05
181	BIA	\$ 2,719.66
184	Accessibility Committee	\$ 172.99
185	Tourism & Economic Development Committee	\$ 2,150.28
186	Heritage Committee	\$ 10.18
201	Environmental - Water	\$ 13,452.89
242	Kingsville/Lakeshore West Wastewater	\$ 127,452.25
243	Cottam Wastewater	\$ 6,596.70

**Total of Current Expenditures:** \$ 1,709,482.99

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

**Total Number of Current Cheques Issued:** 278

**Comparison Data: MARCH 2018**

**Total of Approved Expenditures:** \$ 1,415,744.95

**Total Number of Cheques Issued:** 283

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

**Council Summary Report  
Credit Card Transactions  
March 2019**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Account</b>	<b>Amount</b>
68657	3/15/2019	TD Canada Trust - RM Visa	AD - P.T. OFFICE/PROGRAM	01-112-099-60306	\$ 16.33
68657	3/15/2019	TD Canada Trust - RM Visa	RECEPTION - PHONE HEADSET	01-112-099-60358	\$ 192.09
68657	3/15/2019	TD Canada Trust - RM Visa	FIRST AID TRAINING x 9	01-114-098-60254	\$ 180.00
68657	3/15/2019	TD Canada Trust - RM Visa	EVERBRIDGE - FX ACTUAL	01-114-099-60309	\$ 9,255.11
68657	3/15/2019	TD Canada Trust - RM Visa	ALTUS - FX ACTUAL	01-114-360-71869	\$ 1,374.38
68657	3/15/2019	TD Canada Trust - RM Visa	COMODO - FX ACTUAL	01-114-360-71869	\$ 7,637.52
68657	3/15/2019	TD Canada Trust - RM Visa	FIRE - STEWART, PAGE	01-121-072-60216	\$ 170.50
68657	3/15/2019	TD Canada Trust - RM Visa	GEOMETRIC DESIGN GUIDE	01-130-099-60326	\$ 666.43
68657	3/15/2019	TD Canada Trust - RM Visa	HWIN - REG FOR OIL PICKUP	01-130-099-60340	\$ 50.00
68657	3/15/2019	TD Canada Trust - RM Visa	CPR FIRST AID SUPPLIES - LUNGS	01-175-099-60627	\$ 492.51
68657	3/15/2019	TD Canada Trust - RM Visa	CPR TRAINING - FAMILY DAY	01-175-099-60628	\$ 16.00
68657	3/15/2019	TD Canada Trust - RM Visa	SAFE DRK'G WTR- SCRATCH/LEVY	02-201-098-60254	\$ 690.00
68657	3/15/2019	TD Canada Trust - RM Visa	2019 OWWA MMB'RSHP-S MARTINH	02-201-098-60254	\$ 282.42
68657	3/15/2019	TD Canada Trust - RM Visa	2019 OWWA MEMBERSHIP-A PLANKI	02-201-099-60320	\$ 282.42
68656	3/15/2019	TD Canada Trust - PVMW	EDCO EVENT REGIST - N SANTOS	01-110-100-60253	\$ 197.75
68656	3/15/2019	TD Canada Trust - PVMW	FLOWERS - LYLE MILLER	01-112-099-60317	\$ 107.29
68656	3/15/2019	TD Canada Trust - PVMW	ADJ PREV INTEREST	01-112-099-60346	\$ (0.30)
68656	3/15/2019	TD Canada Trust - PVMW	SWOTC 2019 OSW CONF - N COBBY	01-185-098-60254	\$ 125.00
68655	3/15/2019	TD Canada Trust - NS Visa	FPCBP 2019 GALA - N SANTOS	01-110-099-60300	\$ 395.50
<b>Total Credit Card Transactions</b>					<b>\$ 22,130.95</b>

# Town of Kingsville Council Summary Report

Ranges: From:  
 Vendor ID: First  
 Vendor Name: First  
 Cheque Date: 3/1/2019  
 Sorted By: Cheque Number

To:  
 Last  
 Last  
 3/31/2019

Distribution Types Included: PURCH

Cheque Number	Cheque Date	Vendor Name	Description	Amount
Total For Department				\$0.00
000	-			
0068497	✖	3/7/2019	Chall-ENG Services Inc. FIRE @ 1928 RD 3 E - PROF ENG	\$1,455.00
			01-000-006-13199	
0068500	✖	3/7/2019	Environmental Services Inc. FIRE @ 1928 RD 3 E - CLEANUP	\$27,917.60
			01-000-006-13199	
0068500	✖	3/7/2019	Environmental Services Inc. FIRE @ 1928 RD 3 E - CLEANUP	\$1,868.75
			01-000-006-13199	
0068502	✖	3/7/2019	Royal Fence Limited REPAIR DAMAGED GUARD RAIL	\$5,239.22
			01-000-006-13199	
0068504	✖	3/12/2019	1078262 Ontario Ltd RFND 24 HOLLY ST	\$1,000.00
			01-000-000-21410	
0068520	✖	3/12/2019	Brady Homes & Const Ltd RFND 571 COUNTY RD 20	\$1,000.00
			01-000-000-21410	
0068522	✖	3/12/2019	Cannacure Corporation RFND ZONING APP ZBA 16 18	\$853.00
			01-000-020-22287	
0068522	✖	3/12/2019	Cannacure Corporation RFND ZONING APP ZBA 17 18	\$853.00
			01-000-020-22288	
0068526	✖	3/12/2019	Chris King & Sons Construction RFND - O'HALLORAN SUBDIVISION	\$5,000.00
			01-000-020-21501	
0068552	✖	3/12/2019	Juan Giesbrecht RFND 264 ROAD 7 E	\$1,000.00
			01-000-000-21410	
0068560	✖	3/12/2019	I.B.E.W. #636 REMITTANCE FEB 10-23, 2019	\$841.27
			01-000-000-21006	
0068573	✖	3/12/2019	Kingsville Fire Fighter Assoc REMITTANCE - JANUARY	\$312.00
			01-000-000-21014	
0068575	✖	3/12/2019	Kingsville Golf and Country RFND - OCWA INV000108914	\$5,823.57
			01-000-006-13199	
0068582	✖	3/12/2019	Jeff Lewis RFND 1884 COUNTY RD 20	\$1,000.00
			01-000-000-21410	
0068587	✖	3/12/2019	Lloyd Mayhew RFND 109 PRINCE ALBERT ST N	\$1,000.00
			01-000-000-21410	
0068592	✖	3/12/2019	Minister of Finance (Fynbo) CLAIM NO. SC-17-58242	\$73.04
			01-000-000-21016	
0068596	✖	3/12/2019	Noah Homes RFND - 1690 NOAH CRES	\$1,000.00
			01-000-000-21410	
0068643		3/12/2019	Workplace Safety & Insurance F REMITTANCE - FEB 2019	\$13,586.17
			01-000-000-21007	
0068644	✖	3/12/2019	Work Authority BOOTS - KEVIN SCRATCH	\$55.96
			01-000-006-13199	
0068667	✖	3/26/2019	1552843 Ont Ltd. 11 RFND - 8 MARSHWOODS BLVD	\$1,000.00
			01-000-000-21410	

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068669	3/26/2019	Anthony Abraham	RFND - 3 HOUSTON AVE 01-000-000-21410	\$1,000.00
0068680	3/26/2019	County Wide Tree Service	TREE REMOVAL x 2 - GLASS AVE 01-000-006-13199	\$1,950.00
0068685	3/26/2019	Desjardins House Movers Ltd	RFND - 222 CTY RD 27 E 01-000-000-21410	\$1,000.00
0068687	3/26/2019	D. T. Enterprise Farms Limited	RFND - SEC DEP - SPA 01 16 01-000-020-21501	\$2,500.00
0068687	3/26/2019	D. T. Enterprise Farms Limited	RFND - DEP - SPA 01 16 01-000-020-22204	\$209.73
0068700	3/26/2019	Greenwood Homes Inc.	RFND - 64 HAZEL CRES 01-000-000-21410	\$835.00
0068700	3/26/2019	Greenwood Homes Inc.	RFND - 72 HAZEL CRES 01-000-000-21410	\$1,000.00
0068700	3/26/2019	Greenwood Homes Inc.	RFND - 54 HAZEL CRES 01-000-000-21410	\$1,000.00
0068700	3/26/2019	Greenwood Homes Inc.	RFND - 50 HAZEL CRES 01-000-000-21410	\$1,000.00
0068700	3/26/2019	Greenwood Homes Inc.	RFND - 48 HAZEL CRES 01-000-000-21410	\$1,000.00
0068700	3/26/2019	Greenwood Homes Inc.	RFND - 44 HAZEL CRES 01-000-000-21410	\$1,000.00
0068700	3/26/2019	Greenwood Homes Inc.	RFND - 66 HAZEL CRES 01-000-000-21410	\$1,000.00
0068703	3/26/2019	I.B.E.W. #636	REMITTANCE FEB 24-MAR 9, 2019 01-000-000-21006	\$1,503.31
0068715	3/26/2019	Lakepoint Homes	RFND - 25 MULBERRY CRES 01-000-000-21410	\$588.00
0068715	3/26/2019	Lakepoint Homes	RFND - 40 ROBIN CRT 01-000-000-21410	\$856.00
0068727	3/26/2019	Jose Moniz	RFND - 15 MULBERRY CRES 01-000-000-21410	\$1,000.00
0068733	3/26/2019	Noah Homes	RFND - 1944 HERITAGE RD 01-000-000-21410	\$1,000.00
0068733	3/26/2019	Noah Homes	RFND - 10 MARSHWOODS DR 01-000-000-21410	\$1,000.00
0068733	3/26/2019	Noah Homes	RFND - 35 ROBIN CRT 01-000-000-21410	\$1,000.00
0068733	3/26/2019	Noah Homes	RFND - 10 MULBERRY CRES 01-000-000-21410	\$1,000.00
0068733	3/26/2019	Noah Homes	RFND - 161 WOODYCREST 01-000-000-21410	\$1,000.00
0068733	3/26/2019	Noah Homes	RFND - 219-221 WOODYCREST AVE 01-000-000-21410	\$1,000.00
0068733	3/26/2019	Noah Homes	RFND - 223/225 WOODYCREST 01-000-000-21410	\$1,000.00
0068744	3/26/2019	RC Spencer Associates Inc.	ROAD 11 EAST WATERMAIN 01-000-006-13201	\$1,301.26
0068754	3/26/2019	Silver Springs Construction	RFND - 1159 HERITAGE RD 01-000-000-21410	\$1,000.00
0068769	3/26/2019	Patrick Webb	RFND - 795 HERITAGE RD 01-000-000-21410	\$1,000.00
0068774	3/26/2019	Dorothy Wyldes	RFND OVERPYMT FEB INSTALLMENT 01-000-031-21418	\$149.29

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department 000</b>				<b>\$98,771.17</b>
<b><u>110</u></b>	-			
0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 01-110-099-60327	\$45.79
0068505	3/12/2019	2nd Kingsville Scouts CJ Comrr	2019 GRANT APPLICATION 01-110-101-60253	\$500.00
0068602	3/12/2019	Larry Patterson	MILEAGE - SAFE DRINKING WTR 01-110-106-60253	\$32.38
0068602	3/12/2019	Larry Patterson	MILEAGE COUNCIL ORIENTATION 01-110-106-60253	\$30.29
0068602	3/12/2019	Larry Patterson	MILEAGE - ANIMAL CTRL 01-110-106-60253	\$19.84
0068607	3/12/2019	Gord Queen	MILEAGE - MARCH 7-8, 2019 01-110-101-60253	\$49.10
0068607	3/12/2019	Gord Queen	MILEAGE - SAFE DRINKING WTR 01-110-101-60253	\$37.14
0068614	3/12/2019	Nelson Santos	MILEAGE - FEB 2019 01-110-099-60300	\$145.20
0068647	3/15/2019	Association of Municipalities of (	2019 OSUM CONFERENCE-NEUFELD 01-110-105-60253	\$507.78
0068647	3/15/2019	Association of Municipalities of (	2019 OSUM CONFERENCE-PATTERSON 01-110-106-60253	\$507.78
0068647	3/15/2019	Association of Municipalities of (	AMO CONFERENCE - L. LUCIER 01-110-102-60253	\$819.17
0068650	3/15/2019	Kim DeYong	TRAVEL - ROMA CONFERENCE 2019 01-110-098-60253	\$354.82
0068731	3/26/2019	Thomas Neufeld	MILEAGE - TRAINING P.S.C 01-110-105-60253	\$36.56
<b>Total For Department 110</b>				<b>\$3,085.85</b>
<b><u>112</u></b>	-			
0068498	3/7/2019	Elections Ontario	ELECTION EQUIPMENT RENTAL 01-112-099-60325	\$279.84
0068501	3/7/2019	HYDRO ONE	2021 Division Admin #J027150 01-112-099-60314	\$2,514.75
0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 01-112-099-60327	\$213.17
0068505	3/12/2019	2nd Kingsville Scouts CJ Comrr	2019 GRANT APPLICATION 01-112-200-60390	\$2,500.00
0068506	3/12/2019	2nd Cottam Scouts	2019 GRANT APPLICATION 01-112-200-60390	\$1,500.00
0068509	3/12/2019	Actuarial Solutions Inc.	EFB VALUATION UPDATE 01-112-099-60326	\$1,526.40
0068510	3/12/2019	Advance Business Systems	POSTAGE INK 01-112-099-60303	\$223.87
0068516	3/12/2019	Arts Society of Kingsville	2019 GRANT APPLICATION 01-112-200-60390	\$500.00
0068517	3/12/2019	Jennifer Astrologo	TRAINING - LAW SOCIETY PROFDEV 01-112-098-60254	\$264.58

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068518	3/12/2019	Christina Bedal	MILEAGE - SWOTC CONFERENCE 01-112-099-60400	\$185.94
0068521	3/12/2019	Canada Post Corporation	TAX ARREARS NOTICES 01-112-099-60303	\$663.98
0068524	3/12/2019	Cedar Island Yacht Club	2019 GRANT APPLICATION 01-112-200-60390	\$7,000.00
0068527	3/12/2019	Cintas Canada Limited	TOWN HALL - MATS 01-112-099-60315	\$81.69
0068530	3/12/2019	Compugen Inc.	CAO COPIES 01-112-099-60311	\$0.83
0068530	3/12/2019	Compugen Inc.	TREASURY COPIES 01-112-099-60311	\$648.33
0068534	3/12/2019	Cottam Minor Baseball	2019 GRANT APPLICATION 01-112-200-60390	\$7,460.00
0068535	3/12/2019	Culligan Water	WATER COOLER - TOWN HALL 01-112-099-60311	\$28.44
0068544	3/12/2019	Essex Free Press	AD - NOTICE OF FEES & CHARGES 01-112-099-60306	\$186.77
0068556 *	3/12/2019	Harrison Pensa LLP	RFND TAX CERT REQUEST 177318 01-112-066-41210	\$75.00
0068557	3/12/2019	Tiffany Hong	AMCTO COURSE - 2ND HALF 01-112-098-60254	\$180.62
0068561	3/12/2019	Jack Miner Migratory Bird Found	2019 GRANT APPLICATION 01-112-200-60390	\$8,000.00
0068567	3/12/2019	Kingsville-Essex Assoc. Band	2019 GRANT APPLICATION 01-112-200-60390	\$8,000.00
0068568	3/12/2019	Kingsville Home Hardware	IRON 01-112-099-60315	\$22.38
0068568	3/12/2019	Kingsville Home Hardware	CLAMPS FOR DISHWASHER 01-112-099-60315	\$7.68
0068568	3/12/2019	Kingsville Home Hardware	PLUMBING PARTS 01-112-099-60315	\$80.16
0068568	3/12/2019	Kingsville Home Hardware	PLUMBING SUPPLIES 01-112-099-60315	\$26.01
0068568	3/12/2019	Kingsville Home Hardware	PLUMBING PARTS 01-112-099-60315	\$5.08
0068568	3/12/2019	Kingsville Home Hardware	TAPE 01-112-099-60315	\$28.97
0068569	3/12/2019	Kingsville Lions Club	2019 GRANT APPLICATION 01-112-200-60390	\$3,000.00
0068570	3/12/2019	Kingsville District High School	2019 GRANT APPLICATION 01-112-200-60390	\$3,000.00
0068570	3/12/2019	Kingsville District High School	2019 GRANT APPLICATION 01-112-200-60390	\$2,000.00
0068571	3/12/2019	Kingsville Gosfield Heritage	2019 GRANT APPLICATION 01-112-200-60390	\$2,000.00
0068572	3/12/2019	Kingsville Horticultural Society	2019 GRANT APPLICATION 01-112-200-60390	\$8,000.00
0068574	3/12/2019	Kingsville Historical Park	2019 GRANT APPLICATION 01-112-200-60390	\$10,000.00
0068578	3/12/2019	Laser Art Inc.	EMPLOYEE CLOTHING 01-112-072-60216	\$135.08
0068578	3/12/2019	Laser Art Inc.	EMPLOYEE CLOTHING 01-112-072-60216	\$622.00
0068581	3/12/2019	Leamington Lasers Swim Team	2019 GRANT APPLICATION 01-112-200-60390	\$1,000.00
0068585	3/12/2019	Linda Lyman	HANCOX/LAFORET MAR 8/19 01-112-072-60129	\$175.00



**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068585	3/12/2019	Linda Lyman	ROGERS/TAILLIEU MAR 3/19 01-112-072-60129	\$269.49
0068588	3/12/2019	McTague Law Firm	PROFESSIONAL SERVICES 01-112-099-60319	\$200.98
0068590	3/12/2019	Migration Hall	2019 GRANT APPLICATION 01-112-200-60390	\$10,000.00
0068591	3/12/2019	Migrant Worker Community Pro	2019 GRANT APPLICATION 01-112-200-60390	\$2,000.00
0068593	3/12/2019	Monarch Office Supply	OFFICE SUPPLIES - FEB 2019 01-112-099-60301	\$570.80
0068593	3/12/2019	Monarch Office Supply	OFFICE SUPPLIES - FEB 2019 01-112-099-60317	\$11.54
0068597	3/12/2019	Stephanie Olewski	MAP LAW UNIT 2 (1ST HALF) 01-112-098-60254	\$183.17
0068603	3/12/2019	Pearsall Marshall Halliwell & Se	WATER LOT - HUNTING 01-112-099-60319	\$605.17
0068608	3/12/2019	Receiver General	A/C 108132697RP0001 2018 PIER 01-112-072-60204	\$31.42
0068608	3/12/2019	Receiver General	A/C 108132697RP0001 2018 PIER 01-112-072-60202	\$145.06
0068610	3/12/2019	Rotary Club of Cottam	2019 GRANT APPLICATION 01-112-200-60390	\$3,000.00
0068611	3/12/2019	Royal Benefits Inc	BENEFITS CLAIM - JANUARY 01-112-072-60222	\$255.12
0068617	3/12/2019	Shred-It International ULC	RECORDS ARCHIVE DESTRUCTION 01-112-099-60317	\$95.13
0068618	3/12/2019	Sims Publications Incorporated	AD - WTR & SEWAGE RATES BYLAW 01-112-099-60306	\$163.48
0068622	3/12/2019	Southpoint Publishing Inc	AD - COMMITTEES 01-112-099-60306	\$613.61
0068622	3/12/2019	Southpoint Publishing Inc	AD - TAXES x 2, FEE BYLAW 01-112-099-60306	\$598.35
0068628	3/12/2019	Texthelp Systems Inc	ACCESSIBILITY SFTWRE 2019/2020 01-112-006-12085	\$1,829.13
0068630	3/12/2019	Thomson Reuters Canada	WESTLAW SUBSCRIPTION-JAN/19 01-112-099-60320	\$118.68
0068634	3/12/2019	Town of Tecumseh	JOINT COUNCIL ORIENTATION 01-112-098-60254	\$228.84
0068635	3/12/2019	Trinity Anglican Church	2019 GRANT APPLICATION 01-112-200-60390	\$8,000.00
0068651	3/15/2019	D.H.Kingsville Investments Inc	MEDICAL CENTRE RENT-APRIL 2019 01-112-099-60366	\$3,013.68
0068653	3/15/2019	Leamington & Area Family Heal	QUARTERLY PAYMENT - APRIL 2019 01-112-099-60378	\$14,781.25
0068659	3/20/2019	Bell Canada	2021 DIVISION RD N (PIPE) 01-112-099-60327	\$559.68
0068659	3/20/2019	Bell Canada	2021 Division Rd N 01-112-099-60327	\$654.26
0068661	3/20/2019	Gosfield North Sportsmen Asso	AD - PROGRAM BOOK 01-112-099-60306	\$75.00
0068662	3/20/2019	Jardine Lloyd Thompson Canad	2019 GEN INSURANCE PREMIUMS 01-112-099-60312	\$337,509.24
0068666	3/20/2019	Union Gas Limited	2021 Division Rd N - Town Hall 01-112-099-60314	\$583.34
0068668	3/26/2019	1797465 Ontario Limited	PUMPED 4 SEPTIC TANKS 01-112-099-60315	\$824.26
0068675	3/26/2019	The Cabinet Mill	CABINET SHEET 01-112-099-60358	\$127.20

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068677	3/26/2019	Cintas Canada Limited	TOWN HALL - MATS 01-112-099-60315	\$81.69
0068678	3/26/2019	Compugen Finance Inc.	TOWN HALL COPIER LEASE 01-112-099-60311	\$768.94
0068690	3/26/2019	Ergonow Incorporated	BACKREST - L TUDRICK 01-112-099-60358	\$315.46
0068693	3/26/2019	Essex Free Press	AD - WATER & SEWER RATES 01-112-099-60306	\$186.77
0068708	3/26/2019	Kavanaugh, Milloy	AUDIT REQUEST LETTER 01-112-099-60326	\$274.75
0068713	3/26/2019	Kingsville Gosfield Heritage	CALENDAR SPONSORSHIP KGHS 01-112-099-60306	\$150.00
0068729	3/26/2019	The Municipal Law Departments	MEMBERSHIP TO MLDAO 01-112-099-60320	\$100.00
0068736	3/26/2019	OMTRA	2019 MEMBERSHIP - V SAWATZKY 01-112-099-60320	\$223.87
0068741	3/26/2019	Pearsall Marshall Halliwell & Se	REG OF BYLAW 19-2019 01-112-099-60319	\$329.74
0068742	3/26/2019	Purolator Courier Service	COURIER FEES-LSANTOS RCT575557 01-112-099-60305	\$23.39
0068747	3/26/2019	Ricci, Enns, Rollier & Settingtr	ABANDONMENTS - DRAINAGE 01-112-099-60319	\$792.91
0068747	3/26/2019	Ricci, Enns, Rollier & Settingtr	FIRST TIME ATTENDANCES 01-112-099-60319	\$1,175.33
0068748	3/26/2019	R. Moir Cleaning Service	CLEANING - TOWN HALL 01-112-099-60341	\$2,442.24
0068751	3/26/2019	Royal Benefits Inc	BENEFITS CLAIM - FEBRUARY 01-112-072-60222	\$481.50
0068761	3/26/2019	Thomson Reuters Canada	WESTLAW SUBSCRIPTION - FEB2019 01-112-099-60320	\$124.61
0068768	3/26/2019	Warkentin Plumbing	DISHWASHER - TOWN HALL 01-112-099-60358	\$18.90

**Total For Department 112 \$466,674.55**

**114** -

0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 01-114-099-60327	\$91.58
0068559	3/12/2019	Tony Iacobelli	MILEAGE JAN-FEB/19 01-114-099-60400	\$46.48
0068628	3/12/2019	Texthelp Systems Inc	ACCESSIBILITY SFTWRE 2019/2020 01-114-099-60309	\$1,829.14

**Total For Department 114 \$1,967.20**

**120** -

0068594	3/12/2019	Municipality of Leamington	ANIMAL CTRL - TRAPPING JAN/19 01-120-280-60124	\$712.32
0068639	3/12/2019	Windsor Essex County Humane	STRAY CATS - FEBRUARY 2019 01-120-280-60125	\$125.00
0068755	3/26/2019	Sims Publications Incorporated	AD - DOG TAGS 01-120-280-60137	\$153.86

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department 120</b>				<b>\$991.18</b>
<b>121</b>				
0068499	3/7/2019	E.L.K. Energy Inc	120 Fox St	\$184.88
0068503	3/7/2019	Telus Mobility	01-121-099-60314 CELL PHONE - FEB 28-MAR 27/19	\$157.73
0068512	3/12/2019	A.J. Stone Company Ltd.	01-121-099-60327 BLITZFIRE REPAIR	\$351.07
0068512	3/12/2019	A.J. Stone Company Ltd.	01-121-099-60316 DECON PAK	\$1,127.22
0068515	3/12/2019	Al's Auto Repair	01-121-099-60358 UNIT 215,16, 18,19 PUMP MAINT	\$164.31
0068527	3/12/2019	Cintas Canada Limited	01-121-099-60316 FIRE - MATS	\$40.70
0068527	3/12/2019	Cintas Canada Limited	01-121-099-60315 FIRE - MATS	\$68.74
0068536	3/12/2019	Darch Fire	01-121-099-60315 UNIT 219 - EQUIPMENT REPAIR	\$4,845.37
0068537	3/12/2019	Jeff Dean	01-121-099-60316 DESKTOP STAND, EXT DVD DRIVE	\$6.09
0068537	3/12/2019	Jeff Dean	01-121-099-60316 DESKTOP STAND, EXT DVD DRIVE	\$86.43
0068538	3/12/2019	DeLage Landen	01-121-099-60301 FIRE COPIER LEASE APRIL 2019	\$137.83
0068540	3/12/2019	Dependable Emergency Vehicle	01-121-099-60311 FOAM	\$1,719.74
0068542	3/12/2019	Economy Rental Centre	01-121-099-60363 GENERATOR REPAIR	\$90.51
0068542	3/12/2019	Economy Rental Centre	01-121-099-60316 CHAINSAW REPAIR	\$78.05
0068547	3/12/2019	Fireservice Management Ltd.	01-121-099-60316 EQUIPMENT REPAIR	\$219.99
0068547	3/12/2019	Fireservice Management Ltd.	01-121-099-60316 EQUIPMENT REPAIR	\$106.20
0068548	3/12/2019	Fisher's Regalia & Uniform Ac	01-121-099-60316 UNIFORMS	\$42.67
0068568	3/12/2019	Kingsville Home Hardware	01-121-072-60216 FACILITY MAINTENANCE	\$30.51
0068593	3/12/2019	Monarch Office Supply	01-121-099-60315 OFFICE SUPPLIES - FEB 2019	\$77.25
0068601	3/12/2019	Chuck Parsons	01-121-099-60301 CABLE	\$16.22
0068601	3/12/2019	Chuck Parsons	01-121-099-60301 OFFICERS LUNCH-RECRUITS TEST'G	\$127.07
0068605	3/12/2019	Purolator Courier Service	01-121-099-60317 COURIER FEES	\$11.50
0068611	3/12/2019	Royal Benefits Inc	01-121-099-60305 BENEFITS CLAIM - JANUARY	\$349.09
0068616	3/12/2019	Dorothy Shepley (fire)	01-121-072-60222 JANITORIAL - FEBRUARY 2019	\$333.33
0068621	3/12/2019	Southwest Diesel Service Inc	01-121-099-60341 EQUIPMENT REPAIR	\$1.32
			01-121-099-60316	

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068627	3/12/2019	Talbot Marketing Inc.	UNIFORMS 01-121-072-60216	\$1,646.56
0068629	3/12/2019	Thames Communications Ltd.	PAGER/CHARGER/LIGHT BULB 01-121-099-60702	\$1,210.94
0068629	3/12/2019	Thames Communications Ltd.	PAGER/CHARGER/LIGHT BULB 01-121-099-60316	\$17.30
0068640	3/12/2019	Windsor Factory Supply	VULCAN BATTERY 01-121-099-60316	\$111.77
0068640	3/12/2019	Windsor Factory Supply	VULCAN CHARGER BASE 01-121-099-60316	\$51.90
0068640	3/12/2019	Windsor Factory Supply	EQUIPMENT REPAIR 01-121-099-60316	\$59.35
0068645	3/12/2019	Xerox Canada Ltd.	XEROX JAN 27 - FEB 25 01-121-099-60311	\$39.78
0068648	3/15/2019	Laurie Bilokraly	COFFEE - 2018 EXERCISE 01-121-100-60755	\$29.82
0068658	3/15/2019	Union Gas Limited	120 Fox St 01-121-099-60314	\$520.96
0068664	3/20/2019	HYDRO ONE	1720 Division Rd N 01-121-099-60314	\$598.82
0068666	3/20/2019	Union Gas Limited	1720 Division Rd N 01-121-099-60314	\$652.05
0068671	3/26/2019	Allstream Business Inc	FIRE EMERG CALLS - 733-2399 01-121-099-60327	\$41.72
0068677	3/26/2019	Cintas Canada Limited	FIRE - MATS 01-121-099-60315	\$68.74
0068677	3/26/2019	Cintas Canada Limited	FIRE - MATS 01-121-099-60315	\$40.70
0068683	3/26/2019	Jeff Dean	OXYGEN BAGS 01-121-099-60358	\$311.26
0068697	3/26/2019	Fisher's Regalia & Uniform Ac	BADGE - PAGE 01-121-072-60216	\$105.63
0068697	3/26/2019	Fisher's Regalia & Uniform Ac	BADGE - GARANT, STEWART 01-121-072-60216	\$203.05
0068697	3/26/2019	Fisher's Regalia & Uniform Ac	NAME PLATE, CREST - GARANT 01-121-072-60216	\$25.44
0068723	3/26/2019	Melton Bros.Welding & Marine I	226-BOAT MTCE 01-121-099-60316	\$575.44
0068742	3/26/2019	Purolator Courier Service	COURIER FEES 01-121-099-60305	\$4.08
0068742	3/26/2019	Purolator Courier Service	COURIER FEES 01-121-099-60305	\$8.60
0068751	3/26/2019	Royal Benefits Inc	BENEFITS CLAIM - FEBRUARY 01-121-072-60222	\$437.66
0068756	3/26/2019	Southwest Diesel Service Inc	216 LIGHT 01-121-099-60316	\$102.78
0068760	3/26/2019	Thames Communications Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$76.27

**Total For Department 121**

**\$17,314.44**

122

0068499	3/7/2019	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$440.33
---------	----------	-------------------	--------------------------------------	----------

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068508	3/12/2019	Absolute Canadian	OPP - COOK&COLD YEARLY RENTAL 01-122-099-60317	\$88.48
0068508	3/12/2019	Absolute Canadian	OPP - WATER 01-122-099-60317	\$44.70
0068527	3/12/2019	Cintas Canada Limited	OPP - MATS 01-122-099-60315	\$81.17
0068528	3/12/2019	City of Windsor	Q4 POA ADJUSTMENT 01-122-006-12132	\$14,659.31
0068568	3/12/2019	Kingsville Home Hardware	PARTS 01-122-099-60315	\$7.11
0068618	3/12/2019	Sims Publications Incorporated	AD - PARKING TICKETS 01-122-099-60301	\$403.99
0068633	3/12/2019	Town of Kingsville (water)	41 Division St S 01-122-099-60314	\$249.09
0068652	3/15/2019	John and Michelle Ivanisko	COTTAM OPP LEASE - APRIL 2019 01-122-260-60342	\$540.31
0068666	3/20/2019	Union Gas Limited	41 Division St S 01-122-099-60314	\$384.80
0068670	3/26/2019	Absolute Canadian	OPP - WATER 01-122-099-60317	\$59.80
0068677	3/26/2019	Cintas Canada Limited	OPP - MATS 01-122-099-60315	\$81.17
0068725	3/26/2019	Minister of Finance (OPP)	OPP CONTRACT - MARCH 2019 01-122-072-60120	\$261,709.00
0068734	3/26/2019	OAPSB	2019 OASP CONF-NANCY & WILLIAM 01-122-098-60253	\$1,068.48
0068734	3/26/2019	OAPSB	2019 OASP CONF-KIMBERLY DEYONG 01-122-098-60253	\$534.24
0068746	3/26/2019	Ricoh Canada	COPIER LEASE - OPP 01-122-099-60311	\$284.70
0068748	3/26/2019	R. Moir Cleaning Service	CLEANING - COTTAM OPP 01-122-099-60341	\$203.52
0068748	3/26/2019	R. Moir Cleaning Service	CLEANING - K'VILLE OPP 01-122-099-60341	\$1,424.64

**Total For Department 122**

**\$282,264.84**

**124**

0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 01-124-099-60327	\$183.17
0068568	3/12/2019	Kingsville Home Hardware	SAFETY SUPPLIES 01-124-099-60347	\$16.03
0068578	3/12/2019	Laser Art Inc.	EMPLOYEE CLOTHING 01-124-072-60216	\$135.08
0068593	3/12/2019	Monarch Office Supply	OFFICE SUPPLIES - FEB 2019 01-124-099-60301	\$60.93
0068611	3/12/2019	Royal Benefits Inc	BENEFITS CLAIM - JANUARY 01-124-072-60223	\$2,251.88
0068665	3/20/2019	OACETT	MEMBERSHIP - R FRIAS 01-124-098-60254	\$224.34
0068722	3/26/2019	MC Business Solutions Ltd	OFFICE SUUPLIES 01-124-099-60301	\$131.97
0068732	3/26/2019	N.J. Peralta Engineering Ltd.	DRWGS FOR LAWYERS-1932 HERITAG 01-124-099-60317	\$20.27

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068735	3/26/2019	Michael Olewski	MINISTRY EXAM-BLDG STRUCTURAL 01-124-098-60254	\$150.00
<b>Total For Department</b>			<b>124</b>	<b>\$3,173.67</b>
<b>130</b>	-			
0068499	3/7/2019	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$88.79
0068499	3/7/2019	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$113.75
0068499	3/7/2019	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$113.75
0068499	3/7/2019	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$24.21
0068499	3/7/2019	E.L.K. Energy Inc	390 Main St E Traffic Lights 01-130-110-60402	\$62.57
0068499	3/7/2019	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$51.17
0068499	3/7/2019	E.L.K. Energy Inc	Street Lights - Cottam 01-130-114-60412	\$1,221.71
0068499	3/7/2019	E.L.K. Energy Inc	Street Lights - Kingsville 01-130-114-60412	\$5,878.63
0068501	3/7/2019	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$4.26
0068501	3/7/2019	HYDRO ONE	Streetlights - Mucci Dr 01-130-114-60412	\$23.53
0068501	3/7/2019	HYDRO ONE	Streetlights - Regent St 01-130-114-60412	\$29.92
0068501	3/7/2019	HYDRO ONE	Streetlights - Woodland 01-130-114-60412	\$60.78
0068501	3/7/2019	HYDRO ONE	Streetlights - Sunvalley 01-130-114-60412	\$36.39
0068501	3/7/2019	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$4.26
0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 01-130-099-60327	\$45.79
0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 01-130-099-60327	\$457.92
0068511	3/12/2019	AGO Industries Inc.	Q1 CLOTHING - CHUCK 01-130-072-60216	\$174.65
0068523	3/12/2019	Carrier Truck Center Inc.	14-05 - CUTTING EDGE FOR PLOW 01-130-099-60316	\$575.74
0068525	3/12/2019	Chapman Signs	COMMERATIVE TREE PLAQUES 01-130-099-60424	\$597.00
0068532	3/12/2019	Corp. of the County of Essex	LINE PAINTING - DIVISION RD 01-130-360-71837	\$1,301.34
0068539	3/12/2019	Dependable Door and Dock Ser	PW BAY DOOR #1 - REPAIR 01-130-099-60315	\$131.02
0068541	3/12/2019	Dillon Consulting	BRIDGE#46-S TALBOT RD CULVERT 01-130-360-71827	\$2,079.87
0068541	3/12/2019	Dillon Consulting	BRIDGE#503-CULVERT REPLACEMEN 01-130-360-71828	\$420.37
0068549	3/12/2019	Flags Unlimited	VETERAN'S BENNERS x 50 01-130-360-71955	\$7,417.10

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068550	3/12/2019	Fluid Basics Inc	KIOTI - UPGRADE SENSOR 01-130-099-60316	\$1,587.45
0068553	3/12/2019	Gillett Sheet Metal Inc.	SNO PLOW REPAIR - PARTS 01-130-099-60316	\$111.94
0068554	3/12/2019	Groeneveld Lubrication Solution	GREASE FOR AUTO-GREASERS 01-130-099-60335	\$490.82
0068554	3/12/2019	Groeneveld Lubrication Solution	INSTALL AUTO-GREASER SWEEPER 01-130-110-60422	\$4,425.87
0068562	3/12/2019	Jeff Shepley Excavating Ltd.	TRUCKING BULK ROAD SALT 01-130-122-60420	\$3,868.33
0068563	3/12/2019	J.J.Tires Limited	13-05 NEW TIRES 01-130-099-60316	\$1,101.73
0068564	3/12/2019	Joe Johnson Equipment Inc.	WEED BRUSHERS FOR SWEEPER 01-130-110-60422	\$561.67
0068565	3/12/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$8,076.25
0068565	3/12/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$10,868.52
0068565	3/12/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$11,442.79
0068565	3/12/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$7,962.51
0068565	3/12/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$11,389.70
0068565	3/12/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$7,857.96
0068565	3/12/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$10,564.14
0068565	3/12/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$5,434.22
0068566	3/12/2019	Kelcom Radio Division	AVL AND RADIOS FOR FLEET 01-130-099-60460	\$1,440.92
0068568	3/12/2019	Kingsville Home Hardware	GLUE FOR SIGN 01-130-132-60428	\$35.56
0068568	3/12/2019	Kingsville Home Hardware	PROPANE TANK FOR TIGER TORCH 01-130-099-60335	\$46.79
0068568	3/12/2019	Kingsville Home Hardware	PAINT FOR SNOW PLOWS 01-130-099-60316	\$15.24
0068568	3/12/2019	Kingsville Home Hardware	MAILBOXES FOR WINTER CTRL 01-130-122-60420	\$89.51
0068568	3/12/2019	Kingsville Home Hardware	4' HAND SHOVEL FOR PLOW 01-130-099-60357	\$13.22
0068568	3/12/2019	Kingsville Home Hardware	MAILBOXES FOR WINTER CTRL 01-130-122-60420	\$67.13
0068568	3/12/2019	Kingsville Home Hardware	HALOGEN BULBS 01-130-099-60315	\$11.69
0068568	3/12/2019	Kingsville Home Hardware	WASH BRUSH 01-130-099-60357	\$20.34
0068579	3/12/2019	Leamington Int. Trucks	14-05 - SLIDETRAX 01-130-099-60316	\$61.25
0068579	3/12/2019	Leamington Int. Trucks	13-03 AIR LEAK AT TANK 01-130-099-60316	\$102.39
0068586	3/12/2019	Majors McGuire Inc	CHAINSAW AWARENESS TRAINING 01-130-098-60254	\$793.73
0068593	3/12/2019	Monarch Office Supply	OFFICE SUPPLIES - FEB 2019 01-130-099-60301	\$186.41
0068593	3/12/2019	Monarch Office Supply	OFFICE SUPPLIES - FEB 2019 01-130-099-60317	\$44.27

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068595	3/12/2019	Myer's Truck & Trailer Repairs L	SALT ELIMINATOR 01-130-099-60335	\$76.32
0068600	3/12/2019	OACETT	MEMBERSHIP DUES 01-130-098-60254	\$224.34
0068606	3/12/2019	Queens Auto Supply	12-03 - NEW BULBS 01-130-099-60316	\$58.87
0068606	3/12/2019	Queens Auto Supply	PW SHOP - PLIERS 01-130-099-60357	\$19.94
0068612	3/12/2019	Safety-Kleen Canada, Inc.	USED OIL REMOVAL 01-130-099-60340	\$141.25
0068613	3/12/2019	Sam's Shell	FUEL FOR SIDEWALK TRACTORS 01-130-099-60340	\$71.32
0068615	3/12/2019	Security One Alarm Systems	WILO'S PUMP STATION-MONITORING 01-130-099-60327	\$51.87
0068618	3/12/2019	Sims Publications Incorporated	AD - TRAFFIC BYLAW 01-130-099-60306	\$192.33
0068619	3/12/2019	S.L.R.Contracting Group Inc	BRIDGE#503-CULVERT REPACEMENT 01-130-360-71828	\$5,226.51
0068620	3/12/2019	Southern Collision	PXO POLES 01-130-360-71931	\$2,035.20
0068621	3/12/2019	Southwest Diesel Service Inc	12-03 BLUE LED'S 01-130-099-60316	\$472.75
0068621	3/12/2019	Southwest Diesel Service Inc	12-03 - COOLANT TUBES & TANK 01-130-099-60316	\$1,655.27
0068621	3/12/2019	Southwest Diesel Service Inc	13-03 - NEW STROBES 01-130-099-60316	\$654.89
0068621	3/12/2019	Southwest Diesel Service Inc	13-03 - BRAKE LINE REPAIR 01-130-099-60316	\$48.02
0068623	3/12/2019	South Kent Locate Services	JASPERSON RD - UTILITY LOCATES 01-130-360-71925	\$1,801.15
0068624	3/12/2019	Spartan Sling Manufacturing Inc	ANNUAL INSPECTION-CHAINSLINGS 01-130-099-60347	\$1,379.23
0068626	3/12/2019	Stantec Consulting Ltd.	PARK ST - CONS SERVICES 01-130-360-71744	\$5,447.23
0068637	3/12/2019	Waddick Fuels	UNLD GAS 01-130-099-60340	\$798.69
0068637	3/12/2019	Waddick Fuels	DYED ULS 01-130-099-60340	\$260.41
0068637	3/12/2019	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$3,454.79
0068637	3/12/2019	Waddick Fuels	UNLD GAS 01-130-099-60340	\$753.03
0068637	3/12/2019	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$1,038.87
0068638	3/12/2019	Wash Depot Inc	SERVICE POWER WASHER & SOAP 01-130-099-60315	\$488.45
0068644	3/12/2019	Work Authority	BOOTS - STEVE MATHIES 01-130-072-60216	\$190.28
0068644	3/12/2019	Work Authority	BOOTS - DARRIN CAVERS 01-130-072-60216	\$223.86
0068646	3/15/2019	Erica Allen	TRAVEL-DRAINAGE SUPERIN'T CRSE 01-130-098-60254	\$1,393.81
0068664	3/20/2019	HYDRO ONE	Combination All Street Lights 01-130-114-60412	\$1,966.37
0068666	3/20/2019	Union Gas Limited	2021 Division - Garage 01-130-099-60314	\$337.07
0068666	3/20/2019	Union Gas Limited	2021 Division Rd N - PW Garage 01-130-099-60314	\$577.60



# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068673	3/26/2019	Wayne Bailey	AZ DRIVERS LICENSE MEDICAL 01-130-098-60254	\$55.00
0068679	3/26/2019	Corp. of the County of Essex	WINTER FORECAST (2018) 01-130-122-60420	\$1,267.00
0068680	3/26/2019	County Wide Tree Service	TREE REMOVAL - 1965 RD 5 E 01-130-099-60426	\$3,071.11
0068686	3/26/2019	Dillon Consulting	BRIDGE#503-CULVERT REPLACEMENT 01-130-360-71828	\$477.52
0068686	3/26/2019	Dillon Consulting	BRIDGE#46-S TALBOT RD CULVERT 01-130-360-71827	\$2,016.95
0068688	3/26/2019	Economy Rental Centre	WELDING RODS 01-130-099-60316	\$41.67
0068692	3/26/2019	E.R.(Bill) Vollans Ltd.	CARB REPAIR KIT 01-130-099-60316	\$42.39
0068695	3/26/2019	Evergreen Lawns	WEED CONTROL - AUG-OCT 2018 01-130-118-60416	\$1,679.04
0068699	3/26/2019	Gillett Sheet Metal Inc.	12-01 - REPAIR 01-130-099-60316	\$161.54
0068699	3/26/2019	Gillett Sheet Metal Inc.	12-01 WELD CHAINS ON GATE 01-130-099-60316	\$160.27
0068701	3/26/2019	Greg Bailey Limited	POWER WASHER PARTS 01-130-099-60315	\$36.99
0068704	3/26/2019	Jeff Shepley Excavating Ltd.	TRUCKING BULK ROAD SALT 01-130-122-60420	\$2,674.06
0068705	3/26/2019	J.J.Tires Limited	10-04 LOADER - TIRE REPAIR 01-130-099-60316	\$122.56
0068707	3/26/2019	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$5,367.20
0068709	3/26/2019	Kelcom Radio Division	REMOVE & REPLACE RADIO 01-130-099-60316	\$583.59
0068709	3/26/2019	Kelcom Radio Division	AVL AND RADIOS FOR FLEET 01-130-099-60460	\$1,440.92
0068711	3/26/2019	Kimball Building Supplies	STOP SIGNS - RD 3 & MCCAIN 01-130-132-60428	\$167.70
0068717	3/26/2019	Leamington Int. Trucks	13-03 LIGHTS 01-130-099-60316	\$96.06
0068717	3/26/2019	Leamington Int. Trucks	CVOR & PLATE 01-130-099-60345	\$1,166.00
0068717	3/26/2019	Leamington Int. Trucks	2019 INT'L SNOW PLOW - 10%BAL 01-130-360-71834	\$13,310.47
0068717	3/26/2019	Leamington Int. Trucks	PLOW, SALTER, SANDER PACKAGE 01-130-360-71834	\$91,550.22
0068720	3/26/2019	LSI Supply Inc	HYD HOSE FITTINGS-SWEEPER 01-130-110-60422	\$49.59
0068720	3/26/2019	LSI Supply Inc	WHEEL & BUSHING - SWEEPER VAC 01-130-110-60422	\$139.42
0068721	3/26/2019	Shaun Martinho	LAMINATE MAPS - WINTER CONTROL 01-130-099-60301	\$40.60
0068737	3/26/2019	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$1,291.01
0068737	3/26/2019	HYDRO ONE	PW Garage 01-130-099-60314	\$1,467.11
0068738	3/26/2019	OACETT	MEMBERSHIP - E ALLEN 01-130-098-60254	\$224.34
0068742	3/26/2019	Purolator Courier Service	COURIER FEES 01-130-099-60305	\$21.06
0068742	3/26/2019	Purolator Courier Service	COURIER FEES 01-130-099-60305	\$21.16

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068743	3/26/2019	Queens Auto Supply	SOCKETS FOR SHOP 01-130-099-60357	\$8.12
0068743	3/26/2019	Queens Auto Supply	PAINT - BARRICADES 01-130-099-60347	\$40.37
0068743	3/26/2019	Queens Auto Supply	WIPERBLADES FOR BACKHOE 01-130-099-60316	\$20.86
0068743	3/26/2019	Queens Auto Supply	24" WINDSHIELD WIPER 01-130-099-60316	\$5.53
0068743	3/26/2019	Queens Auto Supply	STOCK - HEADLIGHT MINIBULBS 01-130-099-60335	\$3.76
0068743	3/26/2019	Queens Auto Supply	SCREWDRIVER 01-130-099-60357	\$14.67
0068745	3/26/2019	Rene Blain Trucking Ltd	BULK COLD PATCH 01-130-110-60418	\$2,624.04
0068749	3/26/2019	Rona Inc	BARRICADES 01-130-099-60347	\$369.52
0068752	3/26/2019	Safety-Kleen Canada, Inc.	USED OIL SERVICE 01-130-099-60316	\$127.20
0068753	3/26/2019	Sam's Service Facility	13-05 BALL JOINTS 01-130-099-60316	\$566.25
0068753	3/26/2019	Sam's Service Facility	01-103 - REPAIR FROKEN STUDS 01-130-099-60316	\$363.04
0068756	3/26/2019	Southwest Diesel Service Inc	ANNUAL SAFETY - SWEEPER 01-130-110-60422	\$1,434.22
0068758	3/26/2019	Stinson Equipment Ltd.	SPEED/VOLUME TRACKER 01-130-360-71932	\$4,034.78
0068758	3/26/2019	Stinson Equipment Ltd.	STREET SIGN REPLACEMENTS 01-130-132-60428	\$744.82
0068762	3/26/2019	Thurber Engineering Ltd	PAVEMENT DESIGN REVIEW 01-130-360-71927	\$1,526.40
0068764	3/26/2019	TSC Stores L.P.	BOOTS - CHUCK HEDGE 01-130-072-60216	\$203.50
0068766	3/26/2019	Viking Cives Ltd.	12-01 PART FOR SNOWPLOW 01-130-099-60316	\$368.31
0068767	3/26/2019	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$515.68
0068767	3/26/2019	Waddick Fuels	UNLD GAS 01-130-099-60340	\$1,079.35
0068767	3/26/2019	Waddick Fuels	UNLD GAS 01-130-099-60340	\$707.26
0068767	3/26/2019	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$411.48
0068772	3/26/2019	Wolseley Canada Inc	NEW BLOCKS - BEECH ST PARKING 01-130-110-60403	\$810.66

**Total For Department 130**

**\$285,348.96**

131 -

0068545	3/12/2019	Essex-Windsor Solid Waste	YARD WASTE - IN-HOUSE DISPOSAL 01-131-400-60382	\$27.30
0068545	3/12/2019	Essex-Windsor Solid Waste	WASTE DISPOSAL - JAN 2019 01-131-400-60370	\$17,395.03
0068545	3/12/2019	Essex-Windsor Solid Waste	FIXED COSTS - JAN 2019 01-131-400-60370	\$34,803.00

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068545	3/12/2019	Essex-Windsor Solid Waste	YARD WASTE - FEB 2019 01-131-400-60370	\$95.16
0068545	3/12/2019	Essex-Windsor Solid Waste	FIXED COSTS - FEB 2019 01-131-400-60370	\$34,803.00
0068545	3/12/2019	Essex-Windsor Solid Waste	PERPETUAL CARE MAR/APR 2019 01-131-400-60404	\$9,427.00
0068641	3/12/2019	Windsor Disposal Services Ltd.	WASTE COLLECTION - CRYSTAL APT 01-131-400-60380	\$231.17
0068641	3/12/2019	Windsor Disposal Services Ltd.	WASTE COLLECTION - COTTAM 01-131-400-60380	\$231.17
0068641	3/12/2019	Windsor Disposal Services Ltd.	WASTE COLLECTION - MARCH 2019 01-131-400-60380	\$42,954.76
0068694	3/26/2019	Essex-Windsor Solid Waste	WASTE DISPOSAL - FEB 2019 01-131-400-60370	\$12,321.81
0068771	3/26/2019	Windsor Disposal Services Ltd.	FRONT END SERVICE - ARENA 01-131-400-60380	\$30.53
0068771	3/26/2019	Windsor Disposal Services Ltd.	WASTE COLLECTION - APRIL 2019 01-131-400-60380	\$42,941.64
0068771	3/26/2019	Windsor Disposal Services Ltd.	WASTE COLLECTION - COTTAM 01-131-400-60380	\$231.17
0068771	3/26/2019	Windsor Disposal Services Ltd.	WASTE COLLECTION - CRYSTAL APT 01-131-400-60380	\$231.17

**Total For Department 131 \$195,723.91**

**151** -

0068499	3/7/2019	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$26.97
0068558	3/12/2019	Hutchins Monuments	GRACELAND - OPENING 01-151-072-60121	\$675.00
0068558	3/12/2019	Hutchins Monuments	GRACELAND - OPENING 01-151-072-60121	\$575.00
0068558	3/12/2019	Hutchins Monuments	COTTAM - DEVICE RENTAL 01-151-072-60121	\$100.00
0068568	3/12/2019	Kingsville Home Hardware	SPRAY FOAM INSULATOR 01-151-099-60337	\$63.98
0068633	3/12/2019	Town of Kingsville (water)	Greenhill Cemetery 01-151-099-60314	\$87.55
0068666	3/20/2019	Union Gas Limited	Mill St Cemetery 01-151-099-60314	\$104.83
0068680	3/26/2019	County Wide Tree Service	TREE REMOVAL-EVERGREEN CEMETER 01-151-128-60426	\$464.00

**Total For Department 151 \$2,097.33**

**170** -

0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 01-170-099-60327	\$450.00
0068513	3/12/2019	Allstream Business Inc	Arena - Fax/Debit 01-170-099-60327	\$82.13
0068513	3/12/2019	Allstream Business Inc	ARENA/CARNEGIE ELEVATOR 01-170-099-60327	\$41.00

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068514	3/12/2019	All Ice Product Repair Inc	TERRY CLOTH (OLYMPIA) 01-170-099-60316	\$111.60
0068527	3/12/2019	Cintas Canada Limited	ARENA - MATS 01-170-099-60315	\$48.80
0068533	✖ 3/12/2019	Cottam Soccer Association	PRP FORM, 003, 004, 005 01-170-000-15000	\$175.50
0068534	✖ 3/12/2019	Cottam Minor Baseball	P2P FORM 008 01-170-000-15000	\$54.00
0068568	3/12/2019	Kingsville Home Hardware	CLOTHS 01-170-099-60315	\$9.99
0068568	3/12/2019	Kingsville Home Hardware	BALLAST 01-170-099-60315	\$32.99
0068568	3/12/2019	Kingsville Home Hardware	STORAGE BOXES - KINDER GYM 01-170-099-60315	\$68.97
0068568	3/12/2019	Kingsville Home Hardware	BALLASTS 01-170-099-60315	\$32.99
0068568	3/12/2019	Kingsville Home Hardware	PLUMBING PARTS 01-170-099-60316	\$20.98
0068568	3/12/2019	Kingsville Home Hardware	SUPPLIES/PARTS 01-170-099-60315	\$15.97
0068568	3/12/2019	Kingsville Home Hardware	PARTS 01-170-099-60315	\$5.37
0068568	3/12/2019	Kingsville Home Hardware	GLOVES 01-170-099-60335	\$13.99
0068568	3/12/2019	Kingsville Home Hardware	BATTERIES 01-170-099-60315	\$10.99
0068568	3/12/2019	Kingsville Home Hardware	TRASH GRABBER 01-170-099-60315	\$29.99
0068568	3/12/2019	Kingsville Home Hardware	RAGS & CORDS 01-170-099-60315	\$41.43
0068576	✖ 3/12/2019	Kingsville Minor Baseball	P2P FORMS - 16,17,18,19 01-170-000-15000	\$360.00
0068578	3/12/2019	Laser Art Inc.	EMPLOYEE CLOTHING 01-170-072-60216	\$260.62
0068583	3/12/2019	Linde Canada Limited 15687	DISSEL FUEL - OLYMPIA 01-170-099-60340	\$140.71
0068589	3/12/2019	Merchant Paper Company	SUPPLIES 01-170-099-60335	\$535.39
0068593	3/12/2019	Monarch Office Supply	OFFICE SUPPLIES - FEB 2019 01-170-099-60301	\$266.08
0068625	3/12/2019	Ryan Spitse	OFF-SITE TRAINING - LUNCH 01-170-072-60220	\$27.67
0068636	3/12/2019	Taki Vourakes	OFFISTE TRAINING - LUNCH 01-170-072-60220	\$13.55
0068649	3/15/2019	Cogeco	1741 Jasperson 01-170-099-60327	\$110.44
0068666	3/20/2019	Union Gas Limited	1741 Jasperson Lane 01-170-099-60314	\$2,683.78
0068677	3/26/2019	Cintas Canada Limited	ARENA - MATS 01-170-099-60315	\$48.80
0068682	3/26/2019	Culligan Water	WATER COOLER - ARENA 01-170-099-60315	\$27.95
0068691	✖ 3/26/2019	Erie North Shore Minor Hockey	P2P FORM 051 & 052 01-170-000-15000	\$1,090.00
0068696	3/26/2019	Fastenal Canada	FASTNERS & SCREWS 01-170-099-60315	\$168.29
0068702	3/26/2019	Jesse Hickson	MEALS-OFFSITE TRAINING 2/1/19 01-170-072-60220	\$14.34

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068706	3/26/2019	Jutzi Water Technologies (D.H.,	ARENA - EQUIPMENT RENTAL 01-170-099-60318	\$75.00
0068712	3/26/2019	Kingsville Home Hardware	HOUSEKEEPING SUPPLIES 01-170-099-60335	\$11.28
0068714 *	3/26/2019	Kingsville Soccer Association	P2PFRMS6,7,9,10,11,14,20,21,23 01-170-000-15000	\$657.00
0068716	3/26/2019	Lawson Products Ltd.	HOUSEKEEPING SUPPLIES 01-170-099-60335	\$15.01
0068718	3/26/2019	Linde Canada Limited 15687	DIESEL FUEL - OLYMPIA 01-170-099-60340	\$173.88
0068718	3/26/2019	Linde Canada Limited 15687	PROPANE/OXYGEN - OLYMPIA 01-170-099-60318	\$78.70
0068718	3/26/2019	Linde Canada Limited 15687	OXYGEN - OLYMPIA 01-170-099-60318	\$110.82
0068719	3/26/2019	Loblaw Inc.	SUGAR 01-170-099-60315	\$4.00
0068719	3/26/2019	Loblaw Inc.	VENDING MACHINE SUPPLIES 01-170-154-60446	\$60.07
0068719	3/26/2019	Loblaw Inc.	COFFEE & CREAMER 01-170-099-60317	\$25.61
0068724	3/26/2019	Merchant Paper Company	ARENA - SUPPLES 01-170-099-60335	\$207.20
0068724	3/26/2019	Merchant Paper Company	ARENA - SUPPLIES 01-170-099-60335	\$890.55
0068724	3/26/2019	Merchant Paper Company	ARENA - SUPPLIES 01-170-099-60335	\$101.58
0068730	3/26/2019	Nella Cutlery (Hamilton) Inc.	BLADE SHARPENING - OLYMPIA 01-170-099-60315	\$30.00
0068737	3/26/2019	HYDRO ONE	Arena Complex 01-170-099-60314	\$13,439.46
0068739	3/26/2019	Orkin Canada Corporation	PEST CONTROL 01-170-099-60315	\$87.50
0068740	3/26/2019	Otis Canada, Inc.	ELEVATOR - 03/01/19 - 05/31/19 01-170-099-60315	\$1,181.46
0068764	3/26/2019	TSC Stores L.P.	COVERALLS - TANNER'S 01-170-072-60216	\$99.99

**Total For Department 170**

**\$24,243.42**

171

0068499	3/7/2019	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$168.35
0068499	3/7/2019	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$176.13
0068499	3/7/2019	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$356.65
0068499	3/7/2019	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$15.63
0068499	3/7/2019	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$35.26
0068499	3/7/2019	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$123.79
0068499	3/7/2019	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$156.40

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068499	3/7/2019	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$20.67
0068499	3/7/2019	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$24.64
0068499	3/7/2019	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$200.95
0068499	3/7/2019	E.L.K. Energy Inc	169 Cty Rd 34W (Cottam Rotary) 01-171-099-60314	\$48.24
0068499	3/7/2019	E.L.K. Energy Inc	103 Park St 01-171-135-60314	\$75.89
0068499	3/7/2019	E.L.K. Energy Inc	103 Park St 01-171-135-60314	\$56.30
0068507	3/12/2019	A & A Flooring	VINYL BASEBOARD 01-171-176-60315	\$307.80
0068513	3/12/2019	Allstream Business Inc	Park Pavilion 01-171-155-60327	\$45.08
0068513	3/12/2019	Allstream Business Inc	ARENA/CARNEGIE ELEVATOR 01-171-171-60327	\$47.98
0068513	3/12/2019	Allstream Business Inc	Lions Hall 01-171-159-60327	\$41.00
0068563	3/12/2019	J.J.Tires Limited	17-02 - REPLACE DAMAGED TIRE 01-171-099-60316	\$584.50
0068568	3/12/2019	Kingsville Home Hardware	PAINT & BRUSHES 01-171-176-60315	\$54.96
0068568	3/12/2019	Kingsville Home Hardware	PAINTING SUPPLIES 01-171-176-60315	\$14.45
0068568	3/12/2019	Kingsville Home Hardware	PARTS SUPPLIES 01-171-176-60315	\$13.41
0068586	3/12/2019	Majors McGuire Inc	CHAINSAW AWARENESS TRAINING 01-171-098-60254	\$793.73
0068633	3/12/2019	Town of Kingsville (water)	37 Beech St 01-171-172-60314	\$78.66
0068633	3/12/2019	Town of Kingsville (water)	21 Mill St - Lions Hall 01-171-159-60314	\$142.03
0068633	3/12/2019	Town of Kingsville (water)	28 Division St S 01-171-171-60314	\$50.26
0068633	3/12/2019	Town of Kingsville (water)	Lakeside Park Washrooms 01-171-099-60314	\$45.89
0068633	3/12/2019	Town of Kingsville (water)	Lakeside Park Pavilion 01-171-155-60314	\$321.20
0068658	3/15/2019	Union Gas Limited	124 Fox St 01-171-176-60314	\$313.02
0068658	3/15/2019	Union Gas Limited	122 Fox St 01-171-173-60314	\$619.58
0068660	3/20/2019	Cogeco	37 Beech Street 01-171-172-60327	\$54.95
0068664	3/20/2019	HYDRO ONE	1741 Jasperson Lane 01-171-177-60314	\$107.41
0068666	3/20/2019	Union Gas Limited	37 Beech St 01-171-172-60314	\$261.85
0068666	3/20/2019	Union Gas Limited	28 Division St S 01-171-171-60314	\$55.98
0068666	3/20/2019	Union Gas Limited	21 Mill St - Lions Hall 01-171-159-60314	\$622.75
0068677	3/26/2019	Cintas Canada Limited	BIA - MATS 01-171-171-60315	\$62.73
0068705	3/26/2019	J.J.Tires Limited	17-02 & 17-04 - REPAIR/REPLACE 01-171-099-60316	\$559.52

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068710	3/26/2019	Kelcom Telemessaging	EMERGENCY ELEVATOR LINE 01-171-171-60315	\$36.31
0068712	3/26/2019	Kingsville Home Hardware	PAINTING SUPPLES 01-171-175-60315	\$42.47
0068712	3/26/2019	Kingsville Home Hardware	BETTERIES & GLOVES 01-171-175-60315	\$30.19
0068712	3/26/2019	Kingsville Home Hardware	PAINTING SUPPLIES 01-171-175-60315	\$34.63
0068712	3/26/2019	Kingsville Home Hardware	PARTS & PAINTING SUPPLIES 01-171-176-60315	\$50.26
0068712	3/26/2019	Kingsville Home Hardware	SNOW SHOVEL 01-171-099-60315	\$48.82
0068726	3/26/2019	Modular Service Group Inc	STROAGE CONTAINER 01-171-099-60316	\$76.32
0068737	3/26/2019	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$27.82
0068748	3/26/2019	R. Moir Cleaning Service	CLEANING - UNICO 01-171-172-60315	\$400.00
0068748	3/26/2019	R. Moir Cleaning Service	CLEANING - CARNEGIE 01-171-171-60315	\$1,356.00
0068750	3/26/2019	Ron Koudys Landscape Archite	LIONS PARK - LANDSCAPE ARCH 01-171-360-71645	\$165.36
0068753	3/26/2019	Sam's Service Facility	18-03 SERVICE 01-171-099-60316	\$140.55
0068753	3/26/2019	Sam's Service Facility	07-01 SERVICE 01-171-099-60316	\$125.11
0068765	3/26/2019	Union Gas Limited	103 Park St 01-171-135-60314	\$756.83
0068765	3/26/2019	Union Gas Limited	315 Queen St 01-171-155-60314	\$274.34

**Total For Department 171 \$10,222.65**

172 -

0068763	3/26/2019	Tire Tyme	FOL TRAIN - TIRE REPAIR 01-172-099-60316	\$61.06
---------	-----------	-----------	---	---------

**Total For Department 172 \$61.06**

173 -

0068513	3/12/2019	Allstream Business Inc	Boat Ramp - 599 Cedar Dr 01-173-099-60327	\$44.30
0068737	3/26/2019	HYDRO ONE	Cedar Beach Marina - West Dock 01-173-099-60314	\$61.38
0068737	3/26/2019	HYDRO ONE	Cedar Island Boat Slips 01-173-099-60314	\$26.16
0068737	3/26/2019	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$28.92
0068737	3/26/2019	HYDRO ONE	Boat Ramp Booth - 599 Cedar Dr 01-173-099-60314	\$38.53

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department 173</b>				<b>\$199.29</b>
<u>175</u>	-			
0068584	3/12/2019	Loblaw Inc.	KIDS IN THE KITCHEN 01-175-099-60627	\$40.90
0068693	3/26/2019	Essex Free Press	AD - MARCH BREAK MUSIC MOVES 01-175-099-60627	\$274.50
0068719	3/26/2019	Loblaw Inc.	KIDS IN THE KITCHEN 01-175-099-60627	\$25.95
0068728	3/26/2019	Monteith Brown Planning Consl	P&R - MASTER PLAN UPDATE 01-175-360-71851	\$3,548.88
<b>Total For Department 175</b>				<b>\$3,890.23</b>
<u>176</u>	-			
0068531	3/12/2019	Communities in Bloom	2019 ONT EDITION OF CIB 01-176-099-60320	\$1,157.78
<b>Total For Department 176</b>				<b>\$1,157.78</b>
<u>178</u>	-			
0068543	3/12/2019	Elmara Construction Co. Limite	GROVEDALE HOUSE 01-178-360-71630	\$134,236.99
0068609	3/12/2019	Riverside Rentals	GROVEDALE - HEATER RENTAL 01-178-360-71630	\$763.20
0068676	3/26/2019	CDW Canada	HARD DR UPGRADE-NETWORK STORAG 01-178-360-71942	\$302.58
0068681	3/26/2019	Coulson & Associates Ltd	DSS REPORT - 37 WALNUT ST 01-178-360-71941	\$1,221.12
0068684	3/26/2019	Dell Canada Inc	COMPUTER MOUNT 01-178-360-71942	\$30.11
0068684	3/26/2019	Dell Canada Inc	COMPUTER - TOWN HALL LOBBY 01-178-360-71942	\$799.34
0068689	3/26/2019	E.L.K. Energy Inc	DISCONNECT SERVICE-37 WALNUT 01-178-360-71940	\$183.17
<b>Total For Department 178</b>				<b>\$137,536.51</b>
<u>180</u>	-			
0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 01-180-099-60327	\$45.79
0068742	3/26/2019	Purolator Courier Service	COURIER FEES 01-180-099-60305	\$27.26



# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department 180</b>				<b>\$73.05</b>
<u>181</u>	-			
0068518	3/12/2019	Christina Bedal	AGM - REFRESHMENTS 01-181-170-60816	\$54.03
0068518	3/12/2019	Christina Bedal	AGM - BARTENDER TIP 01-181-170-60816	\$50.00
0068518	3/12/2019	Christina Bedal	EDDK GC - SERVICE HERO AWARD 01-181-170-60816	\$25.00
0068518	3/12/2019	Christina Bedal	EDDK GC - SERVICE HERO AWARD 01-181-170-60816	\$25.00
0068518	3/12/2019	Christina Bedal	KEYBOARD & PAPER 01-181-099-60301	\$86.48
0068518	3/12/2019	Christina Bedal	SWOTC - HOTEL & MEALS 01-181-099-60819	\$285.79
0068518	3/12/2019	Christina Bedal	AGM - DRAW PRIZE 01-181-170-60816	\$100.00
0068632	3/12/2019	Tourism Windsor Essex Pelee I	2019 TWEPI VISITOR GUIDE 1/4AD 01-181-099-60306	\$1,729.92
0068659	3/20/2019	Bell Canada	BIA PHONE 01-181-099-60327	\$125.72
0068659	3/20/2019	Bell Canada	BIA INTERNET 01-181-099-60327	\$34.60
0068663	3/20/2019	Lakeside Animal Hospital	BIA BATCH #16 - 2018 01-181-028-20216	\$59.50
0068674	3/26/2019	Christina Bedal	REFRESHMENTS - BOM MEETING 01-181-099-60317	\$13.32
0068674	3/26/2019	Christina Bedal	BUSINESS REC AWARDS - TICKET 01-181-099-60317	\$71.23
0068674	3/26/2019	Christina Bedal	FRAMES & OFFICE SUPPLIES 01-181-099-60301	\$28.54
0068698	3/26/2019	Flower Fashions	FLOWERS - BOARD @ AGM 01-181-170-60816	\$30.53
<b>Total For Department 181</b>				<b>\$2,719.66</b>
<u>184</u>	-			
0068555	3/12/2019	Hall Telecommunications Suppl	TEXTNET PHONE LINE 01-184-099-63300	\$172.99
<b>Total For Department 184</b>				<b>\$172.99</b>
<u>185</u>	-			
0068529	3/12/2019	Natalie Cobby	SWOTC - HOTEL 01-185-099-60320	\$273.04
0068580	3/12/2019	Learnington District Chamber of	LEAMINGTON CHAMBER MEMBERSHIP 01-185-099-60320	\$135.08

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068632	3/12/2019	Tourism Windsor Essex Pelee I	2019 TWEPI VISITOR GUIDE 1/4AD 01-185-099-63104	\$1,729.92
0068659	3/20/2019	Bell Canada	BIA TOLL FREE 01-185-099-60327	\$12.24
<b>Total For Department 185</b>				<b>\$2,150.28</b>
<b>186</b>	-			
0068618	3/12/2019	Sims Publications Incorporated	CD - OCT to DEC 2018 ARCHIVES 01-186-099-60301	\$10.18
<b>Total For Department 186</b>				<b>\$10.18</b>
<b>201</b>	-			
0068503	3/7/2019	Telus Mobility	CELL PHONE - FEB 28-MAR 27/19 02-201-099-60327	\$320.54
0068519 *	3/12/2019	Harry Bell	RFND - WTR 225 PRINCE ALBERT N 02-201-006-12067	\$105.92
0068521	3/12/2019	Canada Post Corporation	WATER - KING & G/N ARREARS 02-201-099-60303	\$2,795.81
0068546	3/12/2019	Fastenal Canada	PARTS - CURB BOXES 02-201-180-60403	\$22.38
0068551	3/12/2019	Fushion Managed Services	ENV PRINTER TONER 02-201-099-60309	\$254.39
0068568	3/12/2019	Kingsville Home Hardware	BATTERIES FOR FLASHLIGHT 02-201-099-60357	\$21.35
0068568	3/12/2019	Kingsville Home Hardware	AIR HOSE & HANGER 02-201-099-60315	\$53.59
0068568	3/12/2019	Kingsville Home Hardware	PROPANE & LIGHTER 02-201-099-60315	\$15.04
0068568	3/12/2019	Kingsville Home Hardware	PICK HANDLE 02-201-099-60357	\$18.81
0068568	3/12/2019	Kingsville Home Hardware	JERRY CAN & EXTN CORD 02-201-099-60357	\$30.51
0068568	3/12/2019	Kingsville Home Hardware	WATER NOZZLE BRASS 02-201-099-60357	\$11.18
0068568	3/12/2019	Kingsville Home Hardware	PLIER SET 02-201-099-60357	\$15.40
0068577 *	3/12/2019	Isaak Knelsen	RFND WTR FINAL - 1818 SABO ST 02-201-006-12067	\$68.24
0068578	3/12/2019	Laser Art Inc.	EMPLOYEE CLOTHING 02-201-072-60216	\$135.08
0068599	3/12/2019	Ontario One Call	NOTIFICATIONS - FEB 02-201-099-63020	\$99.36
0068604	3/12/2019	Preview Inspections and Consul	BACKFLOW PREVENTION - FEB 02-201-180-60405	\$1,933.44
0068606	3/12/2019	Queens Auto Supply	80 AMP BREAKER 02-201-099-60315	\$44.43
0068621	3/12/2019	Southwest Diesel Service Inc	12-01 - ANNUAL SAFETY 02-201-099-60316	\$1,142.72
0068640	3/12/2019	Windsor Factory Supply	REPAIR BRACKET- HYDRANT METER 02-201-099-60316	\$15.49

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068642	3/12/2019	Wolseley Canada Inc	ANGLE METER VALVES 02-201-099-63015	\$285.29
0068644	3/12/2019	Work Authority	BOOTS - KEVIN SCRATCH 02-201-072-60216	\$228.96
0068672	3/26/2019	Allsop Plumbing	CERTIFY HYDRANT METER 02-201-099-63045	\$81.41
0068712	3/26/2019	Kingsville Home Hardware	ANCHORS FOR METERS 02-201-099-60317	\$7.00
0068712	3/26/2019	Kingsville Home Hardware	SHOP LIGHT 02-201-099-60315	\$100.71
0068712	3/26/2019	Kingsville Home Hardware	INSULATED HOSE NOZZLE 02-201-099-60335	\$14.24
0068712	3/26/2019	Kingsville Home Hardware	PAINT WALL IN ES SHOP 02-201-099-60315	\$6.40
0068743	3/26/2019	Queens Auto Supply	SERVICE GENERATOR ES 02-201-099-60316	\$35.43
0068751	3/26/2019	Royal Benefits Inc	BENEFITS CLAIM - FEBRUARY 02-201-072-60223	\$1,151.88
0068756	3/26/2019	Southwest Diesel Service Inc	12-01 REPAIR AIR CHAMBER 02-201-099-60316	\$1,573.07
0068757	3/26/2019	Stantec Consulting Ltd.	PRE WTR AVAIL - SEACLIIF/RD 13 02-201-099-60326	\$1,292.43
0068770	3/26/2019	Windsor Factory Supply	17-03 - 6' STEP LADDER 02-201-099-60357	\$106.62
0068772	3/26/2019	Wolseley Canada Inc	BRASS COUPLING - HYDRANT METER 02-201-099-63045	\$37.85
0068772	3/26/2019	Wolseley Canada Inc	SERVICE BONNET LIDS 02-201-099-63025	\$1,224.66
0068773	3/26/2019	Work Authority	BOOTS - STEVE BRANCH 02-201-098-60254	\$203.26

**Total For Department 201**

**\$13,452.89**

**242**

0068499	3/7/2019	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$649.27
0068499	3/7/2019	E.L.K. Energy Inc	67 Heritage Sewage 2 02-242-099-60314	\$2,443.81
0068499	3/7/2019	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$49.59
0068499	3/7/2019	E.L.K. Energy Inc	Bernath Pump Station 02-242-099-60314	\$49.89
0068541	3/12/2019	Dillon Consulting	SERVICES - MASTER PLAN 02-242-360-71357	\$2,063.39
0068598	3/12/2019	Ontario Clean Water Agency	OPERATIONS & MAINT - MAR 2019 02-242-320-64360	\$77,814.16
0068631	3/12/2019	Thompson Flow Investigations I	SANITATY FLOW MONITORING 02-242-360-71357	\$7,418.30
0068654	3/15/2019	HYDRO ONE	18 Hwy Lane Sewage Lagoon 02-242-099-60314	\$91.87
0068664	3/20/2019	HYDRO ONE	1460 Road 2 East Pump 02-242-099-60314	\$713.08
0068686	3/26/2019	Dillon Consulting	LAKESIDE PARK-TRUNK SAN. S 02-242-360-71864	\$17,545.65

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0068737	3/26/2019	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$70.46
0068737	3/26/2019	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$73.35
0068737	3/26/2019	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$335.65
0068737	3/26/2019	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$96.10
0068737	3/26/2019	HYDRO ONE	1902 Heritage Rd Pump 5 02-242-099-60314	\$54.98
0068737	3/26/2019	HYDRO ONE	Forcemain over Bridge 02-242-099-60314	\$30.87
0068737	3/26/2019	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$17,110.14
0068756	3/26/2019	Southwest Diesel Service Inc	97-01 - SERVICE CALL 02-242-099-60316	\$841.69

**Total For Department 242 \$127,452.25**

**243**

0068499	3/7/2019	E.L.K. Energy Inc	16 whitewood (Behind) 02-243-328-64365	\$64.48
0068499	3/7/2019	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$358.01
0068499	3/7/2019	E.L.K. Energy Inc	168 Cty Rd 27 N - Lagoon 02-243-099-60314	\$450.67
0068499	3/7/2019	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$36.04
0068598	3/12/2019	Ontario Clean Water Agency	OPERATIONS & MAINT - MAR 2019 02-243-320-64360	\$5,687.50

**Total For Department 243 \$6,596.70**

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

**\$1,687,352.04**



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

**Date:** March 18, 2019

**To:** Mayor and Council

**Author:** Robert Brown, H. Ba, MCIP, RPP

**RE:** Application for Site Plan Approval Amendment by  
Rico Root Plant Farm, 1156 Road 3 E  
Part of Lot 7, Concession 3 ED, Part 1, RP 12R 24428

**Report No.:** PDS 2019-015

---

## **AIM**

To provide Council with details on the retrofitting of an existing greenhouse for use as a medical marihuana production facility on lands located on the north side of Road 3 E, in the Town of Kingsville.

## **BACKGROUND**

The subject property contains three greenhouse tracks with a total of approximately 11.7 ha (29 ac.). The proposal for this parcel on the north side of Road 3 E is to establish a medical marihuana growing greenhouse utilizing the existing 1.61 ha (4 acre) track of greenhouse located in the southeast corner of the lot. The subject portion of the greenhouse is detached from the main greenhouse facility and is the newest of the structures on the property. It is the newer, high eave, rigid wall and roof design making retrofit for cannabis more feasible.

## **DISCUSSION**

### **1.0 Provincial Policy Statement**

There are no issues of Provincial significance raised by this application.

### **2.0 Official Plan**

The subject property is designated 'Agriculture' and subject to the policies under Section 3.1 of the Official Plan for the Town of Kingsville. The proposed site plan layout and associated agreement to establish conforms to the Official Plan.

### **3.0 Comprehensive Zoning By-Law – Town of Kingsville**

The subject property is zoned 'Agricultural Zone Exception 63 (A1-63)'. The attached site plan (Appendix A) has been reviewed and the proposed new development will be in compliance with all provisions of the Town of Kingsville Zoning By-law 1-2014 the site-specific regulations outlined by under the A1-63 Zone.

More specifically the zoning implements the odour control requirements for a medical marihuana production facility. This involves the installation of the required 'air treatment control' system. The system must be designed by a qualified person and result in no perceptible odour at the property line of the subject parcel. The applicant must also provide a maintenance schedule for the system and demonstrate that the system is operational prior to beginning operations.

The odour control provisions are implemented and regulated through the zoning by-law. Non-compliance will result in a zoning order to comply with fines and provincial prosecution possible should corrective actions not be taken. The odour control plan itself will be attached as an Appendix to the site plan agreement for ease of tracking and reference in the future.

The specific odour control that is being utilized in the operation is a combination of carbon filtration and broad spectrum high-intensity UV light to provide active microbial and odour mitigation. This is designed to eliminate odours at the source. The layout is detailed in Appendix B.

### **4.0 Site Plan**

One common element of MMPF locations and a concern during the zoning process was the addition of fencing to the properties to satisfy Health Canada security requirements. The applicant is showing fencing (six foot chain link with standard barbwire capping) on the property in close proximity to the perimeter of the subject greenhouse only away from the property lines and road. The area is also mostly screened from view by an existing dwelling and bunkhouse both used by the applicant. Additional tree planting has also been undertaken along the front of the property. The outside of the greenhouse is further monitored through cameras. A planned layout for both the cameras and fencing is provided as part of the site plan review. (Appendix C)

Lighting in the greenhouse will be controlled through use of a double layer retractable curtain on the ceiling and walls of the greenhouse which will provide 99.9 % blackout (Appendix D)

Sanitary and water servicing to the site will remain unchanged. There is existing water allocation to the property and this is not proposed to increase.

## Site Plan Security Deposit

The principle concern with the establishment of MMPFs in the Town of Kingsville has been the uncertainty of odour control and grow light issues. Through the site plan approval process the Town can require the submission of various securities for on or off-site requirements. Most often this may include road improvements, signalization, service connections, landscaping, fencing or any other item or issue that the Town views as necessary to insure a development is constructed as outlined. Site plan securities have to-date not represented a significant amount however with the initial uncertainty it is advisable to increase the amount collected given the potential impact. A 50% deposit is recommended based in part on the standard requirements in subdivision agreements which require securities for the installation of roads and services. Those deposits are typically 50% of the total costs.

As this does represent a significant amount to the developer the site plan agreement will be structured in such a way that securities can be released as requirements are reviewed to the satisfaction of the Town. This particular agreement would have two main points, odour control and lighting.

## LINK TO STRATEGIC PLAN

Manage growth through sustainable planning.

## FINANCIAL CONSIDERATIONS

The development on the site is a retrofit of the existing greenhouse that will not result in a significant assessment initially however should MPAC reassess this portion of the property to a commercial or industrial classification there will be a significant increase in tax revenue to the Town.

## CONSULTATIONS

As the property was subject to a recent zoning approval to permit a medical marihuana production facility it is also subject to site plan approval and neighbours are to be circulated as part of this final step. All landowners within 120 m of the property were provided with notice.

### **Agency & Administrative Consultations**

Applicable agencies and Town Administration were circulated for comment by email.

<b>Agency or Administrator</b>	<b>Comment</b>
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none"><li>• Full comment is attached as Appendix 'E';</li><li>• ERCA has indicated no objection to the proposed amendment</li></ul>
Town of Kingsville Management Team	<ul style="list-style-type: none"><li>• No concerns with the requested site plan.</li><li>• Any proposed changes to the greenhouse need to comply with the requirements of the OBC.</li></ul>

## RECOMMENDATION

It is recommended that:

Council approve the requested site plan amendment for the retrofit of a 1.61 ha (4 ac.) greenhouse for use as a medical marihuana production facility, subject to the conditions outlined in the amending site plan agreement and authorize the Mayor and Clerk to sign the amending site plan agreement and register said agreement on title, and

Council require a security deposit equal to 50% of the total cost of the odour control system and lighting control to be deposited with the Town prior to release of any building permits.

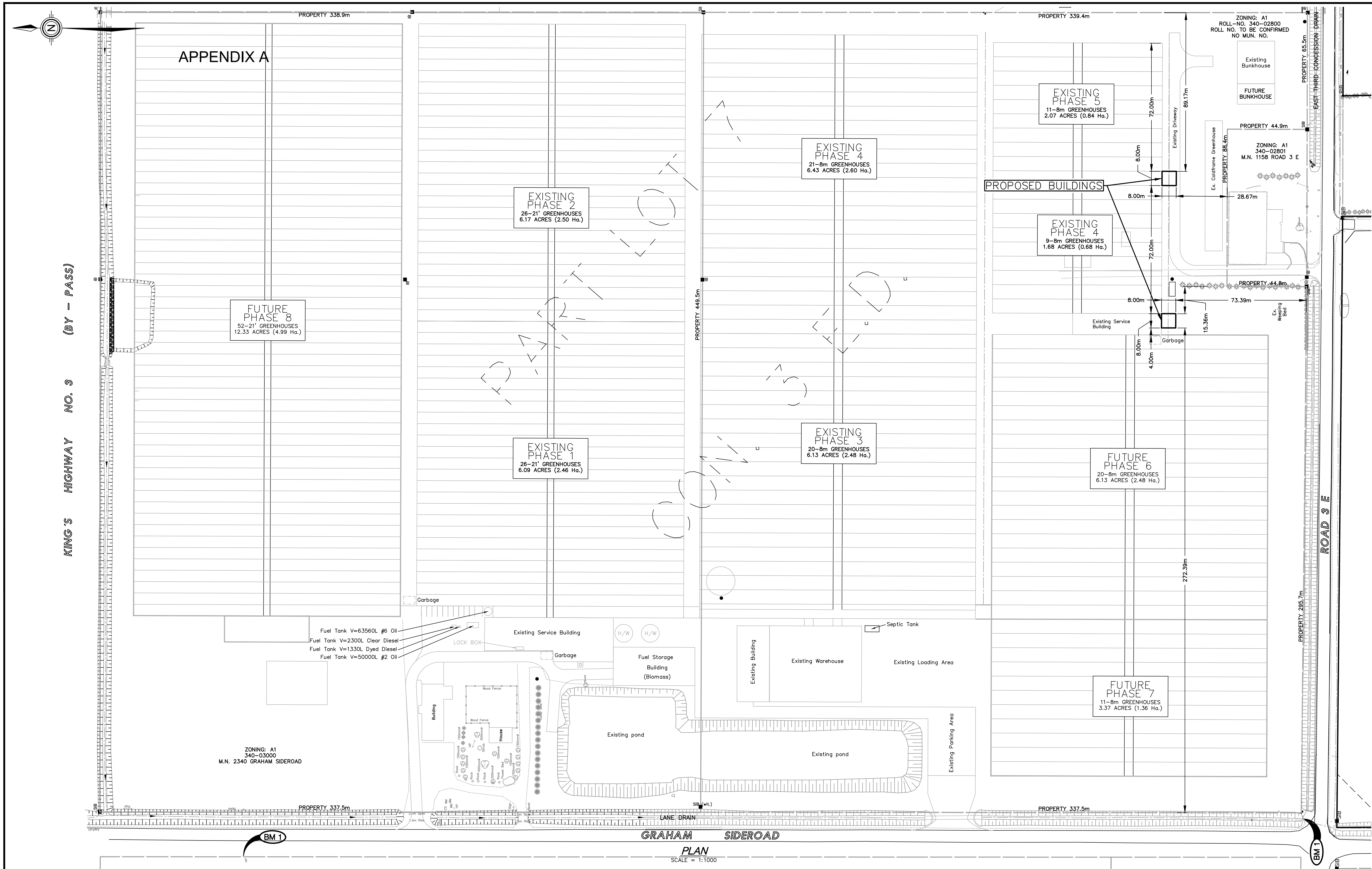
*Robert Brown*

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

*Peggy Van Mierlo-West*

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





- NOTES:
1. THE ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING ARE NOT GUARANTEED BY THE OWNER OR N. J. PERALTA ENGINEERING LTD. OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE AND/OR LOCATION SHOWN.
  2. ALL DIMENSIONS AND ELEVATIONS SHOWN IN METRES UNLESS OTHERWISE NOTED.
  3. SITE GRADING, STORM DRAINAGE, AND DETENTION DESIGN ARE BASED ON THE SITE LAYOUT ESTABLISHED AND APPROVED BY OWNER. ADEQUACY OF SITE PLAN AND LAYOUT IS THE RESPONSIBILITY OF THE OWNER OR THEIR REPRESENTATIVE.
  4. THIS DRAWING DOES NOT CONTAIN ANY STRUCTURAL BUILDING DESIGN INFORMATION. THE ADEQUACY OF THE STRUCTURES AND THEIR FIELD LAYOUT IS THE RESPONSIBILITY OF THE OWNER AND/OR THEIR REPRESENTATIVE.

**BENCHMARK:**

1. TOP OF NAIL IN EAST FACE OF HYDRO POLE LOCATED ON THE WEST SIDE OF GRAHAM SIDEROAD APPROXIMATELY 100m SOUTH OF KING'S HIGHWAY NO. 3.  
**ELEV. 201.807m**
2. PAINT MARK ON NORTH TOP OF CORRUGATED STEEL PIPE ON THE EAST SIDE OF GRAHAM SIDEROAD CROSSING THE THIRD CONCESSION.  
**ELEV. 200.392m**

ISSUED FOR:	BY	DATE

REVISIONS

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

Kingsville Ontario

ENGINEERING STAMPS:

**PRELIMINARY**  
**FOR APPROVAL**

**H&A MASTRONARDI**  
**GREENHOUSE**

**PROPOSED BUILDINGS**

**2340 GRAHAM SIDEROAD**  
**KINGSVILLE, ONTARIO**

SHEET TITLE:

**SITE PLAN**

DESIGNED BY:  
**H.C.M.**

DATE:  
**FEB. 8th, 2019**

DRAWN BY:  
**E.J.T.**

SCALE:  
**AS SHOWN**

SHEET No.:  
**1**

OF:  
**1**

PROJECT No.:  
**E18-070**

SITE STATISTICS											
ZONING:	AGRICULTURE - A1		ZONING:	AGRICULTURE - A1		ZONING:	AGRICULTURE - A2		ZONING:	AGRICULTURE - A1	
ZONE CATEGORY	REQUIRED	PROPOSED	ZONE CATEGORY	REQUIRED	PROPOSED	LOT COVERAGE			LOADING SPACES	ZONE REQUIREMENT	SITE PROPOSED
GROSS LOT AREA	2,000 ha. (4.94 ac.)	30,046 ha. (74.24 ac.)	FARM HELP DWELLING ALLOWANCE	MAX. 2.5 LABOURERS PER 0.5 Ha. OF GREENHOUSE		EXISTING BUILDING AREA	11.560 ha. (28.57 ac.)		NUMBER OF LOADING SPACES	-	EXISTING
LOT FRONTAGE (MIN.)	30.00m	110.1m	S.W.M. POND - SETBACK (MIN.)	3.00m	EXISTING	EXISTING LOT COVERAGE	38.47%		SETBACK OF LOADING SPACES (MIN.)	N/A	EXISTING
REAR YARD SETBACK (MIN.)	15.00m	6.27m	DRIVEWAY WIDTH	-	EXISTING	PROPOSED MAIN BUILDING AREA	0.006 ha. (0.02 ac.)		DIMENSIONS OF LOADING SPACES (EA.)	N/A	
INTERIOR SIDE YARD SETBACK (MIN.)	3.00m	19.40m	DRIVEWAY SETBACK	4.50m	EXISTING	ACCESSORY STRUCTURE AREA	0.597 ha. (1.47 ac.)				
EXTERIOR SIDE YARD SETBACK (MIN.)	4.50m	21.2m	PARKING SETBACK	4.50m	EXISTING	PROPOSED LOT COVERAGE	2.01% MAX. = 80%				
									PARKING		
									BUILDING HEIGHTS		
									REGULAR SPACE SIZE	3m x 6m	MAIN BUILDING (MAX.) 15.0m (GREENHOUSE)
									BARRIER FREE SPACE SIZE	5m x 6m	ACCESSORY BUILDING(S) (MAX) 15.0m (WAREHOUSE)
									PARKING SPACE REQUIREMENT	1 SPACE PER 2 ha. GREENHOUSE	N/A (WATER TANK)
									REGULAR SPACES PROVIDED	EXISTING	
									BARRIER FREE SPACES PROVIDED	EXISTING	



integrated pest  
M A N A G E M E N T



fertigation



water  
T R E A T M E N T



lighting  
S Y S T E M S

# urban-gro

Providing Product Solutions for the  
Commercial Cannabis Cultivator

## Element Air™

### Air Purification Systems

#### PROTECTING YOUR GROW

Our patented Element Air treatment systems are the most practical and effective solutions for airborne and surface microbial contaminants, including powdery mildew, total yeast and mold (TYM) and *Cannabis* odors. Element Air has been independently verified to reduce bacterial and other microbial contaminants by 99+%.

The Element Air technology utilizes broad spectrum, high-intensity UV lights targeted on a hydrated quad-metallic catalyst which utilizes ambient moisture to generate hydro-peroxides and hydroxides that are propelled into the cultivation facility, to provide active microbial and odor mitigation.

As opposed to other units promoted to the *Cannabis* market which utilize a similar technology, Photocatalytic Oxidation (PCO), which only sanitize the air that is passed directly in its path, Element Air is an active purification system. It purifies the ducts and general growing spaces, while also removing odor at the source.

#### BENEFITS OF ELEMENT AIR SYSTEMS:

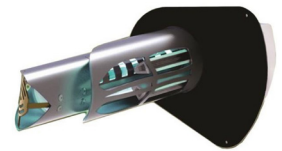
- Several different module types
- Reduce airborne microbes by 99%
- Reduce airborne VOC's, including airborne *Cannabis* terpenoids and other odors
- Helps eliminate airborne bacteria, mold and odors
- Actively "scrubs" ducting, air and surfaces with airborne hydro-peroxides
- Completely safe for workers and plants
- Made for greenhouse and indoor cultivation environments
- Food grade stainless steel construction for years of trouble free service
- 1 year warranty



Tower



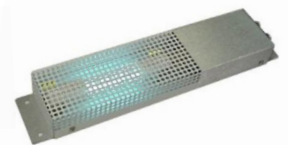
Wall Mount



In-Duct Plus



UV



Light Commercial

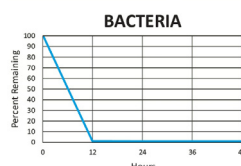
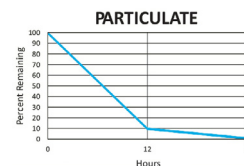
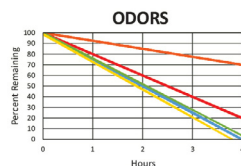
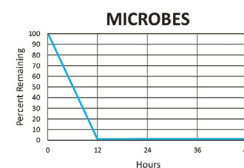
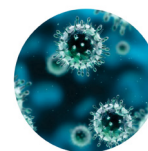
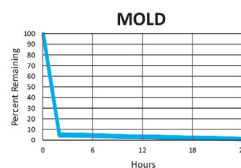
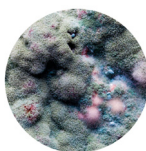




## ELEMENT AIR TOWER

Available in free standing floor units or horizontal/vertical wall mount

**Material:** Stainless Steel  
**Depth:** 18"  
**Width:** 20"  
**Height:** 78"  
**Weight:** 70 lbs.  
**Electrical:** 110V, 2.8 A



**REDUCES  
99+%**

**Element Air**  
Air Purification Systems

## ELEMENT AIR UV

**Dimensions:** 5" probe, 5.5" plate  
 9" probe, 5.5" plate  
 14" probe, 5.5" plate

**Weight:** 4 lbs.

**Electrical:** 24VAC

**In-duct unit (fixed mount)**



## ELEMENT AIR IN-DUCT

**Dimensions:**

5" probe, 5.5" diameter plate  
 9" probe, 5.5" diameter plate  
 14" probe, 5.5" diameter plate

**Weight:**

6 lbs.

**Electrical:**

24VAC

**In-duct unit (fixed mount)**



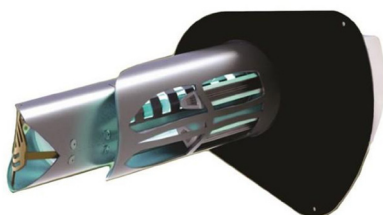
## ELEMENT AIR IN-DUCT PLUS

**Dimensions:** 12" probe, 6.5" x 7.5" plate

**Weight:** 6 lbs.

**Electrical:** 24VAC

**In-duct unit (fixed mount)**



## ELEMENT AIR LIGHT COMMERCIAL

**Dimensions:** 2.25" W x 10.5" L x 1.75" D

2.25" W x 13.5" L x 1.75" D

**Weight:** 1 lbs.

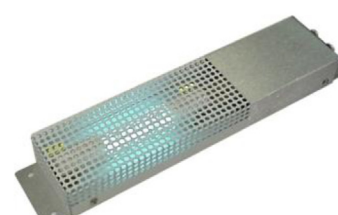
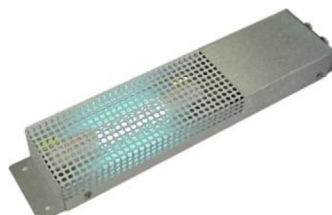
**Electrical:** 24VAC

**Dimensions:**

2.25" W x 18.5" L x 1.75" D

**Weight:** 2 lbs.

**Electrical:** 24VAC





## Activated Carbon Air Filtration



# Element Air Carbon

## Grow House Air Filtration

- Terpene odor adsorption
- Tailored activated carbon media
- Easy install and media replacement
- Signature air flow pattern
- 150 CFM to 400 CFM
- >1,000 sq ft treatment area
- 3 sizes to fit every grow



# Element Air Carbon

## Activated Carbon Basics

- Carbonaceous material 'activated' to exhibit adsorption properties
- Attracts and captures organic chemicals – Van Der Waals Force
- Various raw materials – Coal / Coconut / Wood
- Pore structure – Micro / Meso / Macro
- Adsorption Characteristics - Contact time / Bed depth
- Particle size – Performance and pressure drop

# Element Air Carbon

## Terpene Characteristics

- Organic fragrance molecules
- Molecular structure (136 to 296 g/mol)
- Suitability to adsorption
- Activated carbon performance

# Element Air Carbon

## Specifications – EAC-55

- Granular Activated Carbon (GAC) media – 150 lbs
- Air Flow – 150 CFM
- Dims – (55 Gal Drum) 4' 3" H x 2' Dia.
- Effective Bed Depth – 22"
- Vapor Contact Time – 3.0 secs
- Effective Treatment Area – 1,000 sq ft
- Blower Motor - 30,000 hours



# Element Air Carbon

## Specifications – EAC-85

- Granular Activated Carbon (GAC) media – 300 lbs
- Air Flow – 200 CFM
- Dims – (85 Gal Drum) 4' 5" H x 2' 4" Dia.
- Effective Bed Depth – 32.6"
- Vapor Contact Time – 3.0 secs
- Effective Treatment Area – 1,500 sq ft
- Blower Motor - 30,000 hours

# Element Air Carbon

## Specifications – EAC-110

- Granular Activated Carbon (GAC) media – 400 lbs
- Air Flow – 400 CFM
- Dims – (85 Gal Drum) 4' 6" H x 2' 7" Dia.
- Effective Bed Depth – 32.6"
- Vapor Contact Time – 3.0 secs
- Effective Treatment Area – 2,000 sq ft
- Blower Motor - 30,000 hours

## Element Air™ Air Purification Systems

- ✓ Stainless Steel
- ✓ Reduce airborne microbes by 99%
- ✓ Made for greenhouse and indoor cultivation environments
- ✓ Completely safe for workers and plants

### Protecting Your Grow

Our patented Element Air treatment systems are the most practical and effective solutions for airborne and surface microbial contaminants, including powdery mildew, total yeast and mold (TYM) and Cannabis odors. Element Air has been independently verified to reduce bacterial and other microbial contaminants by 99+%.

The Element Air technology utilizes broad spectrum, high-intensity UV lights targeted on a hydrated quad-metallic catalyst which utilizes ambient moisture to generate hydro-peroxides and hydroxides that are propelled into the cultivation facility, to provide active microbial and odor mitigation.

As opposed to other units promoted to the Cannabis market which utilize a similar technology, Photocatalytic Oxidation (PCO), which only sanitize the air that is passed directly in its path, Element Air is an active purification system. It purifies the ducts and general growing spaces, while also removing odor at the source.

### Benefits of Element Air Systems:

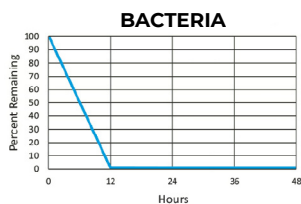
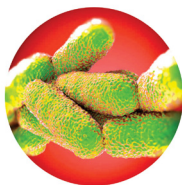
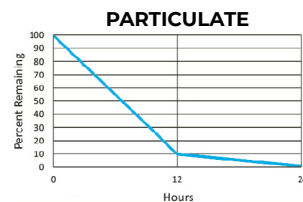
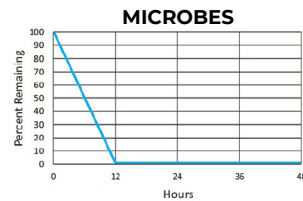
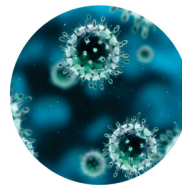
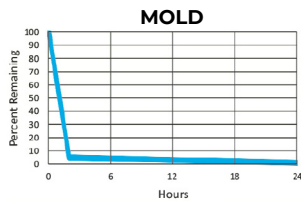
- Reduce airborne microbes by 99%
- Reduce airborne VOC's, including airborne Cannabis terpenoids and other odors
- Helps eliminate airborne bacteria, mold and odors
- Actively scrubs ducting, air and surfaces with airborne hydro-peroxides
- Completely safe for workers and plants
- Made for greenhouse and indoor cultivation environments
- Food grade stainless steel construction for years of trouble free service
- 1 year warranty
- No visible light emits from tower perfect for flavor rooms



Tower







**REDUCES  
99+%**

**Element Air**  
Air Purification Systems

## SPECIFICATIONS

**Material:** Stainless Steel  
**Width:** 18"  
**Depth:** 20"

**Height:** 78"  
**Weight:** 70 lbs.  
**Electrical:** 110V, 2.8 A

**CFMs:** 700 cfm  
**Replacement Cells:** SA-ATS-0000 (2 each)  
SA-ATS-0100 (1 each)  
SA-ATS-7525 (1 each)





TO: Steve Pocock, CanWest

March 22, 2015

FROM: Trevor MacDonald, Trichome

**RE: Effectiveness of PHI Technology (AOT) on Powdery Mildew**

Ten months ago we began working with Canwest Waste & Environmental Technologies to control plant disease and odours in our growing facilities. Their Advanced Oxidation Technology (AOT), from RGF Environmental in the United States has a proven track record of inactivating a vast cross section of single cell microbes, both airborne and on surfaces.

Powdery Mildew is a constant threat to our plants, our operational success and the quality of our final product. Our growing environment is ideal for the propagation of powdery mildew which can threaten our entire crop and/or cause safety issues post harvest.

In the time we have had AOT in our growing room we have not experienced any powdery mildew outbreaks or other mold or fungi issues. Additionally the indoor air quality has dramatically improved. The strong odour associated with our product has been greatly reduced, a significant benefit to our employees and in complying with municipal regulations. Overall we are very pleased with how this technology has performed and would recommend it to other operations.

Our company is presently developing specifications for expansion into a larger facility and we are considering AOT as part of our Risk Management provisions. We are very interested in further studies into the effects of AOT in the growing spaces and it's effectiveness on a diverse list of harmful bacteria, molds, fungi and other microbial threats to both our operation and the safety of the end user.

We would very much like to see more laboratory testing that provides scientific backing of the results our field trials. Powdery Mildew and other harmful microbial threats pose a very significant risk to the productivity – in some cases the financial viability – of operations such as ours and any technology that enhances risk management needs to be investigated thoroughly.

Sincerely,

Trevor MacDonald, President



## Element Air Throughout Facility to Meet Nevada's Microbial Testing

Deep Roots Harvest | Mesquite, Nevada

Deep Roots Harvest is located in a 40,000 square foot building that is approximately eight years old in Mesquite, Nevada. Mesquite is a small town on the Nevada / Utah border most commonly known by travelers on Interstate 70. The building is in a rural desert area and does not have any immediate neighbors.

The primary issue for this Deep Roots, and many other cultivators in Nevada, is passing microbial testing. The State of Nevada has one of the strictest testing regimens in the United States, and this facility was experiencing a 20% fail rate. Deep Roots Harvest made improvements to their cultivation and harvest process but were still not passing consistently the first time.

Deep Roots had worked with urban-gro before, and they called urban-gro to address this issue. Deep Roots adopted urban-gro's recommendation to install Element Air.

But what was Deep Roots' strategy?

- First, Deep Roots started in their dry, cure and harvest rooms. They immediately experienced success in those areas: not only were they performing better on the microbial testing they were seeing allergens eliminated that had previously impacted their workers. Almost immediately workers had fewer sick days and took less breaks.
- Second, Deep Roots Harvest added Element Airs to flower and veg spaces. They started ordering units in late 2017 and continue to add them to the facility.
- They have now added to their dispensaries to reduce impact of allergens and odors on employees, customers and neighbors.

---

In their words...

*"I have used Element Airs in my facility for last four years with great success. I use them to control odor and microbials in my grow rooms and common areas. I also use them in the trim, packaging, and cure rooms to control VOCs to help create a better work environment for the trimmers and packages."*





## Passing Microbial Testing & Odor Control with Element Air

North Las Vegas Organics (NLVO) | North Las Vegas, Nevada

NLVO is new 25,000 square foot indoor cultivation facility. It has been operating since 2015. NLVO has eight flower rooms, one multi-tier veg room, and an industrial area. The facility is located in an area that is both industrial and highly trafficked with many commercial businesses in the neighborhood.

The State of Nevada has one of the strictest testing regimens for microbials of any state. Many facilities experienced fail rates between 20% - 100%. When NLVO first opened, they had a moderate fail rate.

urban-gro has been advising NLVO on numerous cultivation best practices and solutions. The customer already knew about Element Air as a solution for odor control and allergen removal but was very interested in Element Air to improve their microbial testing results.

In 2017, NLVO installed Element Air units throughout their facility. They started in post harvest areas, hallways and moved to flower and veg rooms. Within an 8-week period, NLVO began passing microbial testing almost consistently. When product passes the first time, as NLVO was now doing routinely, it can be brought to market for sale.

Additionally, with the use of Element Air, the facility has received no odor complaints from either the city or its neighbors.

### State of Nevada Testing Protocol

- If a strain fails, it can be resubmitted for a second test.
- If it passes on the second test it can be sold at a significantly lesser price for concentrates. If it fails
- both times it must be destroyed.

---

In their words...

*"Element Air helps our facility pass Nevada's testing for microbials. Since installation, we rarely have a second test due to microbials."*



## Successful Odor Suppression Contributes to Municipal Approval to Expand Facility

The Medicine Room | Winslow, Arizona

The Medicine Room is in a 8,000 square foot greenhouse built in 2014. This cultivation facility is located near tribal land.

In October 2015, complaints of odors emitted from the facility were received by the community development department in early October 2015. The facility's' former owners said they would install charcoal odor absorbing devices to reduce the odor. The charcoal odor absorbing devices were installed in late 2016, but complaints of odors were received again by the City of Winslow. Specifically, the tribe was upset about odor from the facility, especially in the summer.

The complaints of strong odor led to the city code compliance officer citing the business in accordance with Winslow Municipal Code Chapter 17.40. The ordinance states, *"There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility."*

With this unfortunate development, The Medicine Room turned to urban-gro for help. After touring the facility, urban-gro recommended the purchase of eight Element Air units. These eight units were placed at key locations of exhaust. As an active purification system, it was able to make a significant difference, and the technology eliminated the odor at the source.

City of Winslow official inspected the facility to evaluate any remaining odor issues. With this improvement in facility operations and operating as a Good Neighbor with adjacent homes, businesses and tribal lands, The Medicine Room secured the permits required to expand into a second 15,000 square foot facility.

Construction of the addition is currently underway and will also include several Element Air units throughout.

---

In their words...

*"I've used the Element Air towers for a little over 1 year now. In my 8k square foot greenhouse they have not only removed the outgoing odor so that local shops and tribes are not complaining anymore about our cannabis facility, they have allowed us to begin expansion on another 15k square foot indoor facility. They've helped clear the air in my post-harvest rooms as well, so employees are working harder and not taking as many breaks. Great units! I'll be getting them for Phase 2"*



APPENDIX C  
Re: Site Plan Amendment  
Con 3 ED PT LOT 7PART 1 12R24428  
1156 Road 3 E  
Kingsville ON

Page 1.....Site Overview

Page 2.....Proposed Security Fence

Page 3.....Exterior Security Cameras

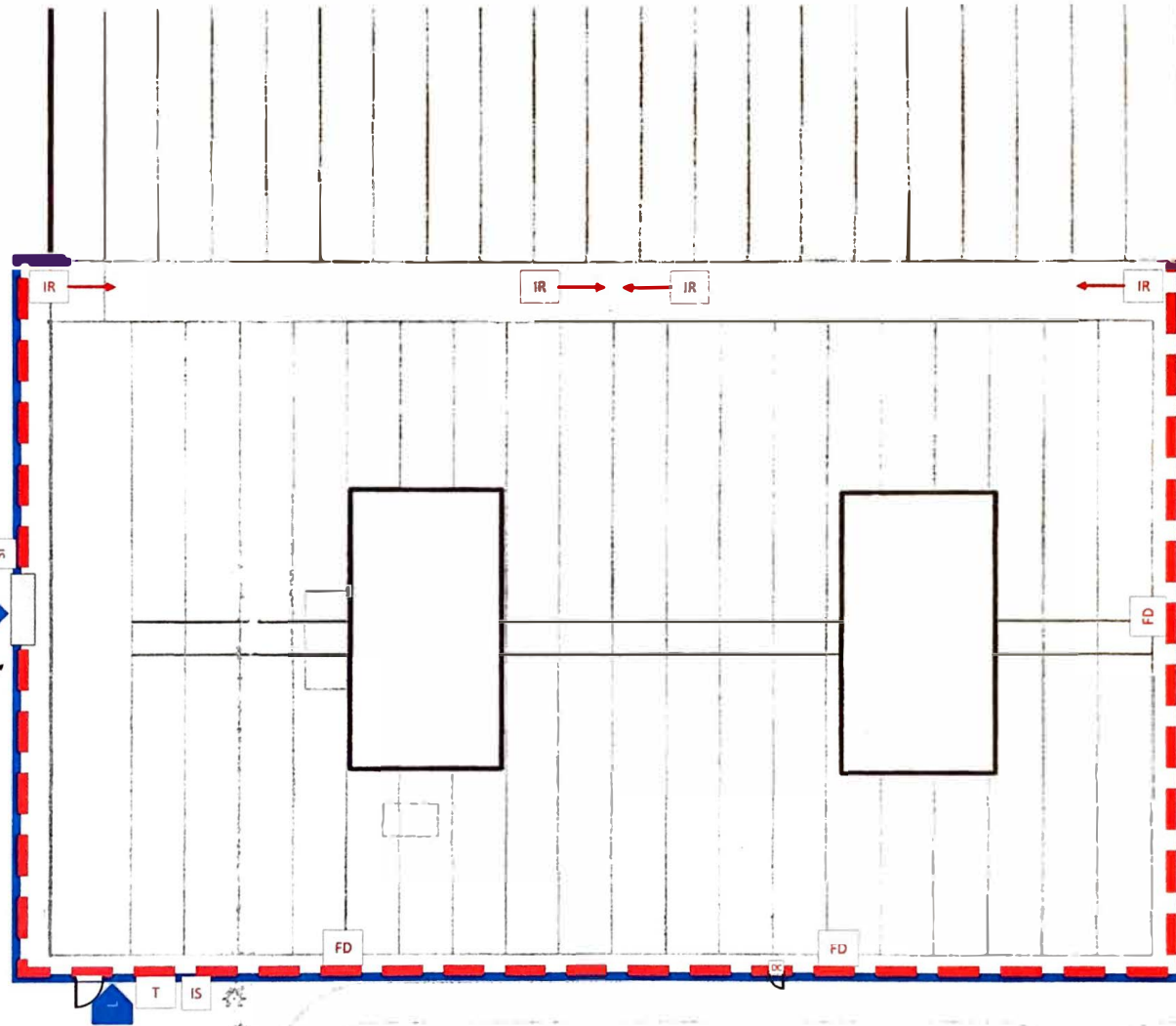
Page 4.....Odour Control Retrofit/Equipment










# FUTURE GREENHOUSE NON-CANNABIS

Proposed Gate –  
Door Typical 'O'

Proposed new  
fence (BLUE)



## Legend

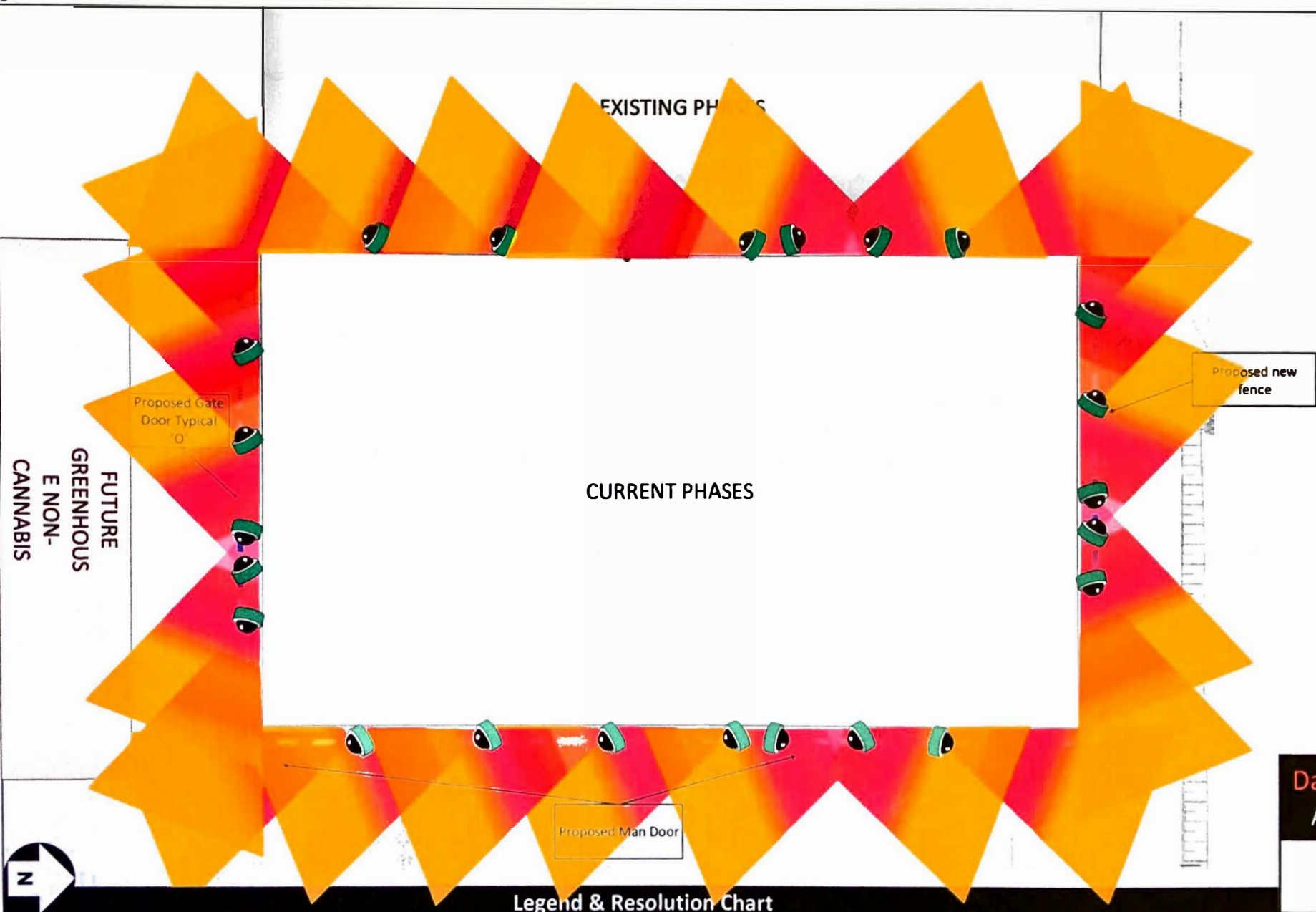
-  Door typical A - Brief Description  
See attached drawing
-  Door typical O - Brief Description  
See attached drawing
-  Infrared Beam Detector
-  Microphonic Cable Fence  
Disturbance System
-  Lockbox Tamper/open sensor  
Fire Department
-  Door Contact
-  Intercom Station

**David Hyde &  
Associates**

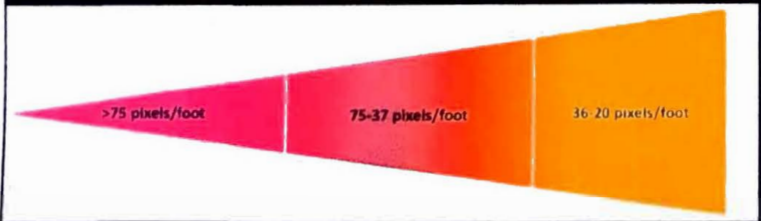
## Exterior Access Control & Intrusion

Prepared By RF	Approved By DH
Date 2018-10-11	Project Number

Drawings NOT for construction  
Drawings NOT to Scale - Prioritize at 42" x 36" inches  
Consult not reprinted for applicable codes



**Legend & Resolution Chart**



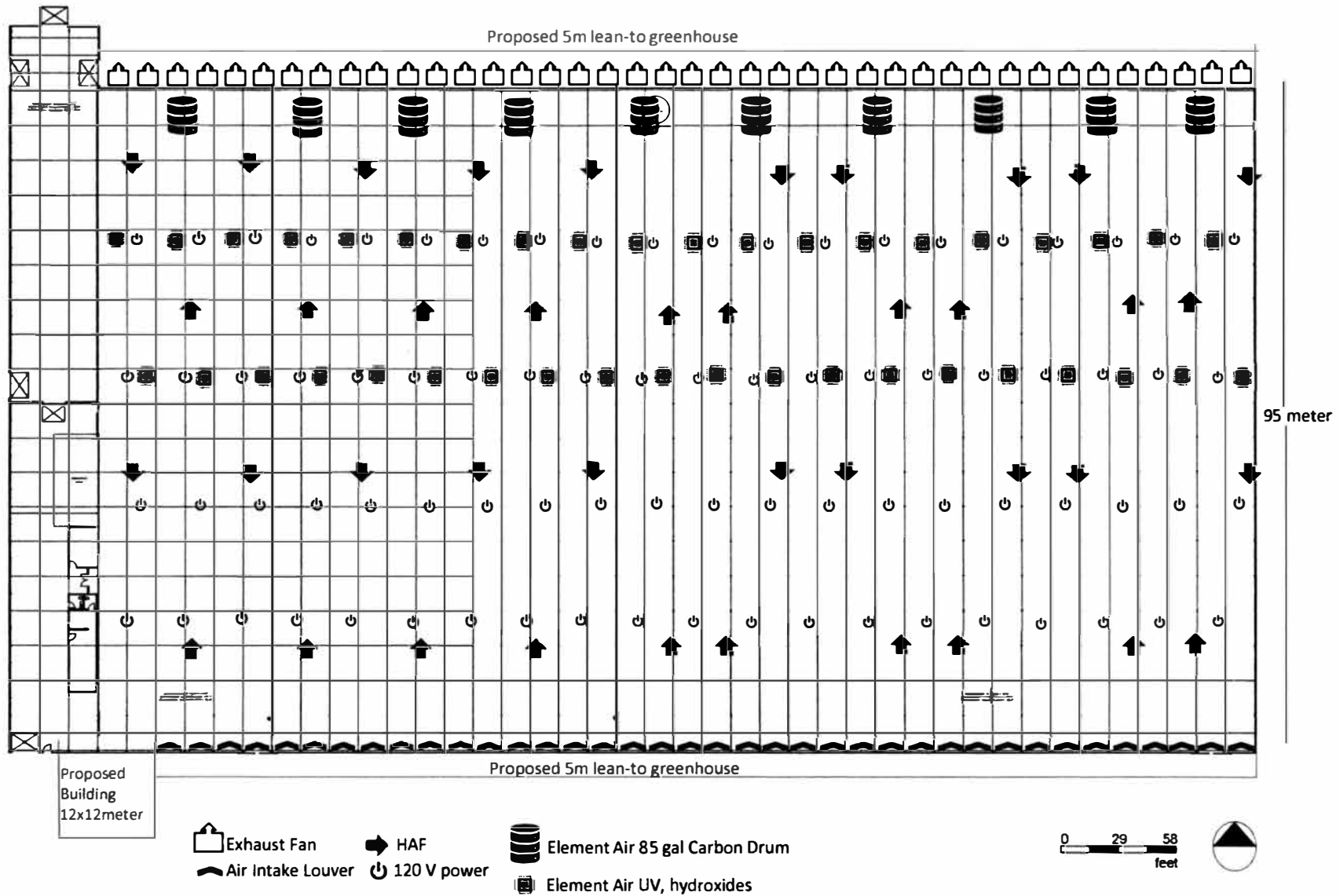
**2MP Vandal, Environmental, Cold Weather  
30M IR, 3.5-10mm Varifocal Lens**

Please note that the cameras fields shown were calculated using the manufacturers specifications for the cameras listed in the accompanying table and are intended to show the approximate amount of detail which can be expected from each location. The final field of view and image quality will be affected by a number of factors and may not be exactly as shown.

**David Hyde &  
Associates**

Exterior CCVS	
Prepared By RF	Approved By DH
Date 2018-10-11	Project Number Project Number
<small>Drawings NOT for construction            Drawings NOT to scale - Printables at 43" x 36 inches            Content not reviewed for applicable codes</small>	

# Greenhouse Odour Control Retrofit and Equipment Layout\_ 1156 Road 3 East





APPENDIX D

us with



**OBSCURA 10070 FR WB+B**

**Flame retardant screen for blackout and energy saving**

For controlling day length, the double layered OBSCURA 10070 FR WB+B brings 99.9% blackout – enough for the most sensitive plants. Choosing an aluminum upper side retains most heat, while white is better for cooling. And for the underside, choosing white will intensify the effects of supplemental lighting. Their unique knitted structure reduces condensation and allows them to be bundled to a small size for maximum available light. They are UV stable and remain clean and effective for a long time. This product is made from flame retardant materials alone, this is the optimum choice for all installations from a fire safety perspective. It meets the highest safety standard in the horticultural industry and test reports are available from various authorities.

*Contact your local Svensson representative for product availability and standard widths in your market.*

Application	Inside
System	Sliding, Hanging
Material composition	
Polyolefin / Polyester	66/34%
Polyolefin / Polyester	58/42%
Pattern	
Plastic full	

**Weight**

198 g/m<sup>2</sup>

**Shading level in direct light**

According to integrated sphere

99.9%

us with

us

**Shading level in diffused light**

According to integrated sphere

99.9%

**Energy saving**

According to Svensson

70%

**Warranty**

Warranty five (5) years under all types of greenhouse covering, see Svensson's limited warranty for all terms, conditions, and exclusions in writing.



NOTE: ALL MATERIAL IS 10070 RFR W.  
SVENSSON PLEASE ADD  
1M TO ALL LENGTHS LISTED.

**Zone 1 & 2**  
**NORTH GABLE FIXED**  
**Bottom Section (Fixed)**- 1.93-  
1.95m finished panel width,  
wire on top end. Length- 72m.

**Middle & Top Sections (Fixed)**-  
1.88-1.90m finished panel  
width, wire on top ends.  
Length- 72m

**SOUTH GABLE Z1 & Z2**  
**Bottom Section (Fixed)**- 1.81m  
finished panel width, wires on  
top and bottom. Length- 72m

**Roll Up Middle & Top Sections**-  
1.80m (+30cm material)  
finished panel width, wire on  
top ends. Length- 72m

**WB&B**  
**ZONE 1 - 0.5 ACRES**

**WB&B**  
**ZONE 2 - 1.15 ACRES**

**WB&B**  
**ZONE 3 - 1.15 ACRES**

**WB&BW**  
**ZONE 4 - 0.9 ACRES**

(3) 8m HOUSES

(6) 8m HOUSES

(6) 8m HOUSES

(5) 8m HOUSES

**Zone 3 & 4**  
**NORTH GABLE FIXED**  
**Bottom Section (Fixed)**- 1.70m  
finished panel width, wire on  
top end. Length- 88m.

**Middle Sections (Fixed)**- 1.88-  
1.90m finished panel width,  
wire on top end. Length- 88m.

**Top Sections (Fixed)**- 1.97-  
2.00m finished, wire on top  
end. Length- 88m.

**SOUTH GABLE Z3 & Z4**  
**Bottom Section (Fixed)**- 1.78m  
finished panel width, wires on  
top and bottom. Length- 88m.

**Roll Up Middle Section**- 1.80m  
(+30cm material). Length- 88m.

**Roll Up Top Section**- 1.90m  
(+30cm material). Length- 88m.

Post  
Spacing

5 m

**EAST SIDE WALL**  
**Roll Up Top Section**- 1.90m  
(+30cm material). Length- 95m.

**Roll Up Middle & Bottom  
Sections**- 1.80m (+30cm  
material)  
Length- 95m.

N  
↑

North-South Post Spacing- 5m

**TWIN ROLLS**  
Height- 5.25m (+30cm material) x 91m QTY-3.

**HORIZONTAL BLACKOUT**  
18 - Obscure 10070 FR WB + B (Zone 1) 5.3m x 27m  
2 - Obscure 10070 FR WB + B (Zone 1) 2.65m x 27m  
18 - Obscure 10070 FR WB + B (Zone 2) 5.3m x 53m  
2 - Obscure 10070 FR WB + B (Zone 2) 2.65m x 53m  
19 - Obscure 10070 FR WB + B (Zone 3) 5.3m x 53m  
19 - Obscure 10070 FR WB + BW (Zone 4) 5.3m x 44m

**HORIZONTAL SECTIONS**  
PRE-SEW ONE END WITH HT200FR. PLEASE  
PROVIDE ENOUGH MATERIAL FOR  
INSTALLER TO SEW ON THE OTHER END  
ON SITE

**Customer: H&A Greenhouse**  
**Date: 12/19/2018**





March 07, 2019

Mr. Robert Brown, Manager of Planning Services  
Planning & Development Services Department  
The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville Ontario, N9Y 2Y9

planning@erca.org  
P.519.776.5209  
F.519.776.8688  
360 Fairview Avenue West  
Suite 311, Essex, ON N8M 1Y6

Dear Mr. Brown:

RE: Application for Site Plan Control SPA-03-19 N-S ROAD 3 E  
ARN 371134000002800; PIN: 751450354  
Applicant: Rico Roots Plant Farms

The following is provided as a result of our review of Application for Site Plan Control SPA-03-19. It is our understanding that the purpose of this Site Plan Control Amendment is to allow for retro fit works to be undertaken within the existing greenhouse complex, to house a medical marihuana production facility. The owners are also proposing to construct two small buildings to support the retro fit works. We acknowledge that the future phases described on the site plan provided are not proposed at this time, and therefore will be subject to future SPC amendments.

**DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS, (PPS, 2014) AND REGULATORY RESPONSIBILITIES OF THE CONSERVATION AUTHORITIES ACT**

The following comments reflect our role as representing the provincial interest in natural hazards encompassed by Section 3.1 of the Provincial Policy Statement of the Planning Act as well as our regulatory role as defined by Section 28 of the Conservation Authorities Act.

The above noted lands are subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the *Conservation Authorities Act*, (Ontario Regulation No. 158/06). The parcel falls within the regulated area of the East 3rd Concession Drain. We have reviewed the present proposal for these works being: internal retrofitting of 1.5 ha of existing greenhouses, and the construction of two small 144 square metre support buildings and a lean to structure, in which we have no objections. Please accept this correspondence as our clearance for the works as presented. Please note future phases shown on the site plan will require ERCA Permit approvals.

**WATERSHED BASED RESOURCE MANAGEMENT AGENCY**

**SECTION 1.6.6.7 PPS, 2014 - Stormwater Management**



Mr. Brown  
March 07, 2019

The following comments are provided in an advisory capacity as a public commenting body on matters related to watershed management.

Our office has reviewed the proposal and has no concerns relating to stormwater management at this time.

**PLANNING ADVISORY SERVICE TO MUNICIPALITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2014**

The following comments are provided from our perspective as a service provider to the Municipality on matters related to natural heritage and natural heritage systems. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Municipality as the planning authority.

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.

**FINAL RECOMMENDATION**

We have no objections to this Site Plan Amendment application.

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

Sincerely,



Corinne Chiasson  
Resource Planner  
/cor





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:** April 2, 2019  
**To:** Mayor and Council  
**Author:** Peggy Van Mierlo-West, CAO  
**RE:** Funding Announcement  
**Report No.:** CAO 05-2019

---

## **AIM**

To provide Council with information regarding the funding announcement from the Ministry of Municipal Affairs and Housing.

## **BACKGROUND**

On March 20<sup>th</sup>, 2019 Minister Steve Clark announced funding for providing a one-time payment in the 2018-19 fiscal year to support small and rural municipalities' efforts to become more efficient and reduce expenditure growth in the longer term. The municipal allocation was based on a formula, which takes into consideration the number of households in a municipality and whether it is urban or rural. The Town of Kingsville receive a one-time payment of \$620,201.

The funding is unconditional, however it is intended to help modernize service delivery and reduce future costs through investments in projects such as: service delivery reviews, development of shared services agreements, and capital investments.

## **DISCUSSION**

In discussions with various municipalities these funds are being proposed to improve the customer service experience through Information Technology improvements, research funding, and service delivery review.

Staff have met to discuss projects that have been noted through the strategic plan and previous discussions with Administration. There are numerous projects that have been requested such as improved computer software to provide online access and improved communication with our residents.

Based upon these discussions, staff are recommending to draft a RFP to provide improved internet connectivity between Town owned facilities. Currently Town Hall, Arena and the Fire Department are connected through aerial towers which do not provide optimum service capabilities regarding downloading of material, and storage file sharing. Also should the towers required to be replaced, all buildings will not be connected.

Providing underground high speed internet to the various Town owned buildings with also bring the Town one step closer to providing improved internet service to town owned businesses and residents.

It is anticipated that the RFP will be completed within the next month and a report will be brought back to Council for review.

## **LINK TO STRATEGIC PLAN**

To become a leader in sustainable infrastructure renewal and development.

## **FINANCIAL CONSIDERATIONS**

This project will not impact taxation. Once administration have reviewed the RFP a following report will come to Council for review.

## **CONSULTATIONS**

Director of Finance  
Manager of Information Technology

## **RECOMMENDATION**

That council receive the report titled Funding announcement and;

That administration conduct a request for proposal for the provision of high speed internet between Town owned buildings.

*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](http://www.kingsville.ca)  
[kingsvilleworks@kingsville.ca](mailto:kingsvilleworks@kingsville.ca)

**Date:** April 2, 2019  
**To:** Mayor and Council  
**Author:** Peggy Van Mierlo-West, CAO  
**RE:** Sun Parlour Folk Music Society Rental – Carnegie Arts & Visitor Centre  
**Report No.:** CAO 04-2019

---

## **AIM**

To provide Council with background and an update regarding negotiations with the Sun Parlour Folk Music Society and administration for the possibility of rental of a portion of the Carnegie Arts & Visitor Centre

## **BACKGROUND**

The Sun Parlour Folk Music Society operates the Kingsville Folk Music Festival on an annual basis. In 2018 the Society approached the Town to possibly rent a portion of the Carnegie Arts & Visitor Centre (CAVC).

## **DISCUSSION**

The CAVC is owned by the Town of Kingsville with the lower level currently being rented by the Kingsville BIA.

The proposal from Sun Parlour Folk Fest included:

- Lease of a corner space of the main level of the CAVC.
- 3-year term
- Monthly rental fee \$125.00 paid monthly
- Use of the space would be up to 10 hours per week
- Any other uses or additional time would be required to be approved by the Town

They have also requested that the Town provide the following:

- One small desk
- One small locking cabinet
- One office chair
- Internet

All of these items are currently available except for the locking cabinet however this will be at a minimal cost to the town to provide.

The addition of the Sun Parlour Folk Music Society will enhance the visibility of the Folk Festival, provide a place to sell tickets, encourage volunteer membership, improve communication with the Town and the Folk Festival.

Administration are in agreement with this proposal.

### **LINK TO STRATEGIC PLAN**

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

### **FINANCIAL CONSIDERATIONS**

Volunteers will be using the space during regular office hours. The approval of the proposal will include an additional \$1500/year towards the operations and maintenance of the CAVC.

### **CONSULTATIONS**

Sun Parlour Folk Music Festival

### **RECOMMENDATION**

That Council approve the proposal brought forth by the Sun Parlour Folk Music Society;

And that the Sun Parlour Folk Music Society be approved to rent space at the Carnegie Arts & Visitor Centre for a period of three years in the amount of \$1500.00 per year;

And that Administration be directed to complete a rental agreement to be brought to Council for approval.

*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:** April 3, 2019  
**To:** Mayor and Council  
**Author:** Peggy Van Mierlo-West, CAO  
**RE:** 281 Main Street East  
**Report No.:** CAO 06-2019

---

## **AIM**

To provide the Mayor and Council with an update on the status of the site plan compliance at 281 Main St E.

## **BACKGROUND**

At the March 11th, 2019 Council meeting the following recommendation was denied;

*It is recommended that Council receive the report outlining the compliance status update for the carwash located at 281 Main St. E. and direct staff to retain Dillon Consulting to complete the noise impact assessment at the expense of the property owners.*

Also at this Council meeting the property owner provided Council with an updated acoustical report, subsequent to the previous report dated Feb 25th, 2019. At this time Administration had not be able to review this report and were unable to comment.

## **DISCUSSION**

Administration have been able to review both reports and continue to have some concerns regarding these studies. To assess the issues, it would be recommended to have a 3<sup>rd</sup> party review these studies and to conduct its own acoustical study. It should be noted that 3<sup>rd</sup> party reviews are common for some studies that are required for various town applications.

Administration believes that once the 3<sup>rd</sup> party review is complete we will be able to provide further recommendations regarding site compliance.

## **LINK TO STRATEGIC PLAN**

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

## **FINANCIAL CONSIDERATIONS**

The cost of the study is estimated to be approximately \$6,000.00. This cost will be allocated through the Planning Department operational budget.

## **CONSULTATIONS**

Manager of Planning and Development

## **RECOMMENDATION**

It is recommended that Council receive the report and that Dillon Consulting be retained to complete the noise impact assessment.

*Peggy Van Mierlo-West*

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





# **Water Ontario Regulation 453/07 Financial Plan**

Town of Kingsville

---

Financial Plan #030-101

March 21, 2019

Watson & Associates Economists Ltd.  
905-272-3600  
[info@watsonecon.ca](mailto:info@watsonecon.ca)

# Table of Contents

	Page
<b>1. Introduction.....</b>	<b>1-1</b>
1.1 Study Purpose .....	1-1
1.2 Background.....	1-1
1.2.1 Financial Plan Defined .....	1-2
1.2.2 Financial Plan Requirements – Existing System.....	1-2
1.2.3 Financial Plan Requirements - General .....	1-3
1.2.4 Public Sector Accounting Board (PSAB) Requirements .....	1-4
1.2.5 The Town’s Financial Plan .....	1-5
<b>2. Sustainable Financial Planning.....</b>	<b>2-1</b>
2.1 Introduction .....	2-1
2.2 Sustainable Water and Sewage Systems Act.....	2-2
2.3 Water Opportunities Act, 2010 .....	2-2
2.4 Infrastructure for Jobs and Prosperity Act (I.J.P.A.), 2015 .....	2-3
2.5 Water and Wastewater Rate Study.....	2-5
<b>3. Approach.....</b>	<b>3-1</b>
3.1 Overview .....	3-1
3.2 Conversion Process.....	3-1
3.2.1 Calculate Tangible Capital Asset Balances .....	3-1
3.2.2 Convert Statement of Operations.....	3-2
3.2.3 Convert Statement of Financial Position .....	3-4
3.2.4 Convert Statement of Cash Flow and Net Financial Assets/Debt.....	3-4
3.2.5 Verification and Note Preparation .....	3-6
<b>4. Financial Plan .....</b>	<b>4-1</b>
4.1 Introduction .....	4-1
4.2 Water Financial Plan.....	4-1
4.2.1 Statement of Financial Position (Table 4-1) .....	4-1
4.2.2 Statement of Operations (Table 4-2).....	4-2



# Table of Contents (Cont'd)

	Page
4.2.3 Statement of Change in Net Financial Assets/Debt (Table 4-3) .....	4-3
4.2.4 Statement of Cash Flow (Table 4-4) .....	4-3
<b>5. Process for Financial Plan Approval and Submission to the Province .....</b>	<b>5-1</b>
<b>6. Recommendations .....</b>	<b>6-1</b>



## List of Acronyms and Abbreviations

Acronym	Full Description of Acronym
D.C.	Development Charges
MECP	Ministry of the Environment, Conservation and Parks
MMAH	Ministry of Municipal Affairs and Housing
O.Reg.	Ontario Regulation
PSAB	Public Sector Accounting Board
S.D.W.A.	Safe Drinking Water Act
T.C.A.	Tangible Capital Assets
W.O.A.	Water Opportunities Act



# Report



# Chapter 1

## Introduction



# 1. Introduction

## 1.1 Study Purpose

---

The Town of Kingsville (the Town) retained Watson & Associates Economists Ltd. (Watson) to prepare a water financial plan as part of the five submission requirements for the purposes of obtaining a municipal drinking water license as per the *Safe Drinking Water Act, 2002*. In general, a financial plan requires an in-depth analysis of capital and operating needs, a review of current and future demand versus supply, and consideration of available funding sources. The detailed financial planning and forecasting regarding the Town's water systems has already been completed and documented within the 2019 Water and Wastewater Rate Study date March 20, 2019, completed by Watson. The objective of the report provided herein is to convert the findings of the 2019 Water and Wastewater Rate Study into the prescribed reporting requirements for a financial plan as defined by Ontario Regulation 453/07 (O.Reg. 453/07).

## 1.2 Background

---

The Safe Drinking Water Act (S.D.W.A.), "the Act", was passed in December 2002 in order to address the recommendations made by the Walkerton Inquiry Part II report. Note that S.D.W.A. has been amended several times since 2002. One of the main requirements of the Act is the mandatory licensing of municipal water providers. Section 31 (1) specifically states:

"No person shall,

- a) establish a new municipal drinking water system or replace or carry out an alteration to a municipal drinking water system except under the authority of and in accordance with an approval under this Part or a drinking water works permit; or
- b) use or operate a municipal drinking water system that was established before or after this section comes into force except under the authority of and in accordance with an approval under this Part or municipal drinking water licence."



In order to become licensed, a municipality must satisfy five key requirements as per section 44(1):

1. Obtain a drinking water works permit.
2. Acceptance of the operational plan for the system based on the Drinking Water Quality Management Standard.
3. Accreditation of the Operating Authority.
4. Prepare and provide a financial plan.
5. Obtain permit to take water.

For licence renewals, the application must be accompanied by proof that the financial plan meets the prescribed requirements as per the Act s. 32(5)2.ii.

The preparation of a financial plan is a key requirement for licensing and as such, must be undertaken by all municipal water providers.

### ***1.2.1 Financial Plan Defined***

Subsection 30 of the Act provides the following definition of financial plans:

"financial plans" means financial plans that satisfy the requirements prescribed by the Minister. 2017, c. 2, Sched. 11, s. 6 (3).

As of time of writing, the Sustainable Water and Sewage Systems Act, 2002 has been repealed (see Section 2.2 of this report) however, the standards that it directs underpin the specific requirements of s.30 as they are outlined in O.Reg. 453/07 and which will be examined in detail below.

### ***1.2.2 Financial Plan Requirements – Existing System***

The O.Reg. 453/07 provides details with regards to the financial plans for existing water systems. The requirements for existing systems are summarized as follows:

- Financial plans must be approved by resolution of Council (or governing body);





- Financial plans must include a statement that the financial impacts have been considered and apply for a minimum six-year period (commencing in the year of licence expiry);
- Financial plans must include detail regarding proposed or projected financial operations itemized by total revenues, total expenses, annual surplus/deficit and accumulated surplus/deficit (i.e. the components of a “Statement of Operations” as per the PSAB) for each year in which the financial plans apply;
- Financial plans must present financial position itemized by total financial assets, total liabilities, net debt, non-financial assets, and tangible capital assets (i.e. the components of a “Statement of Financial Position” as per PSAB) for each year in which the financial plans apply;
- Gross cash receipts/payments itemized by operating transactions, capital transactions, investing transactions and financial transactions (i.e. the components of a “Statement of Cash Flow” as per PSAB) for each year in which the financial plans apply;
- Financial plans applicable to two or more solely-owned drinking water systems can be prepared as if they are for one drinking water system;
- Financial plans are to be made available to the public upon request and at no charge;
- If a website is maintained, financial plans are to be made available to the public through publication on the Internet at no charge;
- Notice of the availability of the financial plans is to be given to the public; and
- Financial plan is to be submitted to the Ministry of Municipal Affairs and Housing.

### ***1.2.3 Financial Plan Requirements - General***

Given that the requirements for a financial plan is legislated under the Act, a financial plan is mandatory for water systems. The financial plans shall be for a forecast period of at least six years but longer planning horizons are encouraged. The ten-year forecast goes above and beyond the minimum requirement. The financial plan is to be completed and approved by resolution of Council or the governing body in accordance with subsection 3(1)1. of O. Reg. 453/07. Confirmation of approval of the financial plan must be submitted at the time of municipal drinking water license renewal (i.e. six months prior to license expiry).



A copy of the financial plan will be submitted to the Ministry of Municipal Affairs and Housing (MMAH) and not the MECP however, MECP may request it in the course of review of the licence renewal. Financial plans may be amended and additional information beyond what is prescribed can be included if deemed necessary. The financial plan must contain on the front page, the appropriate financial plan number as set out in Schedule A of the Municipal Drinking Water Licence.

#### **1.2.4 Public Sector Accounting Board (PSAB) Requirements**

The components of the financial plans indicated by the regulation are consistent with the requirements for financial statement presentation as set out in section PS1200 of the Canadian Institute of Chartered Accountants Public Sector Accounting Handbook:

“Financial statements should include a Statement of Financial Position, a Statement of Operations, a Statement of Change in Net Debt, and a Statement of Cash Flow.”

The format required is to conform to the requirements of PS1200 and PS3150. The financial statements are to be reported on a full accrual accounting basis. The accrual accounting method recognizes revenues and expenses in the same period as the activities that give rise to them regardless of when they are actually paid for. Since an exchange of cash is not necessary to report a financial transaction, the accrual method is meant to provide a more accurate picture of financial position.

The accounting treatment of tangible capital assets is prescribed under section PS3150. Tangible capital assets are to be capitalized to ensure an inventory of the assets owned are recorded and to account for their ability to provide future benefits.

The Statement of Cash Flow and the Statement of Change in Net Financial Assets/Debt are required statements. The Statement of Change in Net Financial Assets/Debt reports on whether enough revenue was generated in a period to cover the expenses in the period and whether sufficient resources have been generated to support current and future activities. The Statement of Cash Flow reports on how activities were financed for a given period providing a measure of the changes in cash for that period.



### **1.2.5 The Town's Financial Plan**

The Town is currently in the process of renewing the drinking water licenses and the previous version of the financial plan no longer meets the requirements as it must apply to a period of a least six years beginning in the year that the licenses would otherwise expire. Although the Act requires at least six years to be included, this financial plan provides for a ten-year forecast period 2019-2028 (and includes the 2018 budget for demonstration purposes).



# Chapter 2

## Sustainable Financial Planning



## 2. Sustainable Financial Planning

### 2.1 Introduction

---

In general, sustainability refers to the ability to maintain a certain position over time. While the Act requires a declaration of the financial plan's sustainability, it does not give a clear definition of what would be considered sustainable. Instead, MECP released a guideline ("Towards Financially Sustainable Drinking-Water and Wastewater Systems") that provides possible approaches to achieving sustainability. The Province's Principles of Financially Sustainable Water and Wastewater Services are provided below:

Principle #1: Ongoing public engagement and transparency can build support for, and confidence in, financial plans and the system(s) to which they relate.

Principle #2: An integrated approach to planning among water, wastewater, and storm water systems is desirable given the inherent relationship among these services.

Principle #3: Revenues collected for the provision of water and wastewater services should ultimately be used to meet the needs of those services.

Principle #4: Life-cycle planning with mid-course corrections is preferable to planning over the short-term, or not planning at all.

Principle #5: An asset management plan is a key input to the development of a financial plan.

Principle #6: A sustainable level of revenue allows for reliable service that meets or exceeds environmental protection standards, while providing sufficient resources for future rehabilitation and replacement needs.

Principle #7: Ensuring users pay for the services they are provided leads to equitable outcomes and can improve conservation. In general, metering and the use of rates can help ensure users pay for services received.

Principle #8: Financial plans are "living" documents that require continuous improvement. Comparing the accuracy of financial projections with actual results can lead to improved planning in the future.



Principle #9: Financial plans benefit from the close collaboration of various groups, including engineers, accountants, auditors, utility staff, and municipal Council.

## 2.2 Sustainable Water and Sewage Systems Act

---

The *Sustainable Water and Sewage Systems Act* (S.W.S.S.A.) was passed on December 13, 2002. The intent of the Act was to introduce the requirement for municipalities to undertake an assessment of the “full cost” of providing their water and the wastewater services. In total, there were 40 areas within the Act to which the Minister could have made Regulations. It is noted that, the regulations, which accompany the Act, were not issued and the Act was repealed on December 31, 2012.

## 2.3 Water Opportunities Act, 2010

---

Since the passage of the *Safe Drinking Water Act*, changes and refinements to the legislation have been introduced, including the *Water Opportunities Act* (W.O.A). W.O.A. was introduced into legislation on May 18, 2010 and received Royal Assent on November 29, 2010, as the *Water Opportunities Act*.

The purposes of the *Water Opportunities Act* are to: foster innovative water, wastewater and storm water technologies, services and practices; create opportunities for economic development and clean-technology jobs; and conserve and sustain water resources. To achieve this W.O.A. provides for the creation of performance targets (financial, operational and maintenance related), which will vary by service type and location and the required submission of conservation and sustainability plans for water, wastewater and stormwater.

The sustainability plan in W.O.A. expands on interim legislation for financial plans included in O.Reg. 453/07, to include the following:

- an asset management plan for the physical infrastructure;
- financial plan;
- water conservation plan (for water service only);
- a risk assessment;
- a strategy for maintaining and improving the services; and



- additional information considered advisable.

Where a Board has jurisdiction over a service, the plan (and any plan amendments) must be approved by the municipality in which the municipal service is provided, before submission to the Minister. The Minister may also direct preparation of joint or partially joint plans.

Regulations (still forthcoming) will prescribe details in regard to any time periods or time limits, contents of the plans, identifying which portions of the plan will require certification, the public consultation process (if required), limitations updates and refinements.

## **2.4 Infrastructure for Jobs and Prosperity Act (I.J.P.A.), 2015**

---

On June 4, 2015, the Province passed the Infrastructure for Jobs and Prosperity Act (I.J.P.A.) which, over time, will require municipalities to undertake and implement asset management plans for all infrastructure they own. On December 27, 2017, the Province of Ontario released Ontario Regulation 588/17 under I.J.P.A. which has 3 phases that municipalities must meet.

Every municipality in Ontario will have to prepare a strategic asset management policy by July 1, 2019. Municipalities will be required to review their strategic asset management policies at least every five years and make updates as necessary. The subsequent phases are as follows:

- Phase 1 – Asset Management Plan (by July 1, 2021):
  - For core assets – Municipalities must have the following:
    - Inventory of assets;
    - Current levels of service measured by standard metrics; and
    - Costs to maintain levels of service.
- Phase 2 – Asset Management Plan (by July 1, 2023):
  - Same steps as Phase 1 but for all assets.





- Phase 3 – Asset Management Plan (by July 1, 2024):

- Builds on Phase 1 and 2 by adding:
  - Proposed levels of service; and
  - Lifecycle management and Financial strategy.

In relation to water (which is considered a core asset), municipalities will need to have an asset management plan that addresses the related infrastructure by July 1, 2021 (Phase 1). O.Reg. 588/17 specifies that the municipality's asset management plan must include the following for each asset category:

- the current levels of service being provided;
  - determined in accordance with the following qualitative descriptions and technical metrics and based on data from at most the two calendar years prior to the year in which all information required under this section is included in the asset management plan.
- the current performance of each asset category;
- a summary of the assets in the category;
- the replacement cost of the assets in the category;
- the average age of the assets in the category, determined by assessing the average age of the components of the assets;
- the information available on the condition of the assets in the category;
- a description of the municipality's approach to assessing the condition of the assets in the category, based on recognized and generally accepted good engineering practices where appropriate; and
- the lifecycle activities that would need to be undertaken to maintain the current levels of service.

Upon completion of the asset management plan for water, the Town will need to consider the impacts during the annual budget and forecast process.



## 2.5 Water and Wastewater Rate Study

---

The Town has already completed extensive financial planning as documented in the 2019 Water and Wastewater Rate Study. The budget process is designed to address “full cost” principles and reflect the guiding principles toward sustainable financial planning.

As a result of employing this process, the 2019 Water and Wastewater Rate Study provides a sound financial plan for the Town’s water system by providing:

- A detailed assessment of current and future capital needs including an analysis of potential funding sources;
- An analysis of operating costs in order to determine how they will be impacted by evolving infrastructure needs and system growth;
- A review and recommendation on rate structures that ensure revenues are equitable and sufficient to meet system needs; and
- A public process that involves ongoing consultation with the main stakeholders including the Town’s staff, Council, the general public (specifically the users of the system) and others with the aim of gaining input and collaboration on the sustainability of the financial plan.



# Chapter 3

## Approach



## 3. Approach

### 3.1 Overview

---

The 2019 Water and Wastewater Rate Study (along with additional detailed information provided by Town Staff) has been used as a starting point to prepare the water financial plan. The Water and Wastewater Rate Study is prepared on a modified cash basis; therefore, a conversion was required in order to present a full accrual financial plan for the purposes of this report. The conversion process used will help to establish the structure of the financial plan along with the opening balances that will underpin the forecast. This chapter outlines the conversion process utilized and summarizes the adjustments made to prepare the financial plan.

### 3.2 Conversion Process

---

The conversion from the existing modified cash basis water and wastewater rate study to the full accrual reporting format required under O.Reg. 453/07 can be summarized in the following steps:

1. Calculate Tangible Capital Asset Balances
2. Convert Statement of Operations
3. Convert Statement of Financial Position
4. Convert Statement of Cash Flow and Net Assets/Debt
5. Verification and Note Preparation

#### **3.2.1 Calculate Tangible Capital Asset Balances**

In calculating tangible capital asset balances, existing and future purchased, developed, and/or contributed assets will need to be considered. For existing water assets, an inventory has already been compiled and summarized by the Town for the purposes of their annual PSAB 3150 compliance process. As required, for PSAB 3150 reporting purposes, the asset inventory listing included historical cost (which is the original cost to purchase, develop, or construct each asset) along with an estimated useful life for each



asset and any anticipated salvage value is recorded. The following calculations are made to determine net book value:

- Accumulated amortization up to the year prior to the first forecast year.
- Amortization expense on existing assets for each year of the forecast period.
- Acquisition of new assets for each year of the forecast period.
- Disposals and related gains or losses for each year of forecast period.

Future water capital needs have also been determined and summarized within the 2019 Water and Wastewater Rate Study. However, these estimates only represent future assets that the Town anticipates purchasing or constructing without consideration for future assets that are contributed by developers and other parties (at no or partial cost to the Town). These contributed assets will form part of the infrastructure going forward in terms of the sustainability of the system and despite their non-monetary nature; future financial plans may need to be adjusted in order to properly account for these transactions. Once the sequence and total asset acquisition has been determined for the forecast period, annual amortization of these assets for each year is calculated in a similar manner as that used for existing assets.

Once the historical cost, accumulated amortization, and amortization expenses are calculated as described above, the total net book value of the tangible capital assets can be determined and recorded on the Statement of Financial Position.

### **3.2.2 Convert Statement of Operations**

A wide range of adjustments will be considered, dependent on the size and complexity of the system, in order to convert from the cash to full accrual basis. For example, debt repayment costs relating to the principal payment portion only needs to be removed under the accrual basis, as they no longer qualify as an expense for reporting purposes. Principal payments are reported as a decrease in debt liability on the Statement of Financial Position. Transfers to and from reserves are removed as these transactions are represented by changes in cash and accumulated surplus. Finally, expenses relating to tangible capital assets, such as amortization, write-offs, and (gain)/loss on disposal of assets are reported on the Statement of Operations in order to capture the allocation of the cost of these assets to operating activities over their useful lives and therefore are added in under the accrual basis.



**Table 3-1**  
**Conversion Adjustments**  
**Statement of Operations**

Modified Cash Basis	Budget 2018	Adjustments		Full Accrual Budget 2018	Accrual Basis
		DR	CR		
<b>Revenues</b>					<b>Revenues</b>
Base Charge Revenue	617,360			617,360	Base Charge Revenue
Rate Based Revenue	5,323,284			5,323,284	Rate Based Revenue
Transfers from Reserves	-	-			
			-	-	Earned Development Charges and Gas Tax Revenue
			-	-	Developer Contributions
Other Revenue	116,500		-	116,500	Other Revenue
<b>Total Revenues</b>	<b>6,057,144</b>			<b>6,057,144</b>	<b>Total Revenues</b>
<b>Expenditures</b>					<b>Expenses</b>
Operating	5,239,934	273,000		5,512,934	Operating Expenses
Capital					
Transfers to Reserves	782,210		782,210		
Transfers to Capital	35,000		35,000		
Debt Repayment (Principal & Interest)	-		-	-	Interest on Debt
		618,838		618,838	Amortization
		-		-	Loss on Disposal of Tangible Capital Assets
<b>Total Expenditures</b>	<b>6,057,144</b>			<b>6,131,772</b>	<b>Total Expenses</b>
<b>Net Expenditures</b>	<b>0</b>			<b>(74,628)</b>	<b>Annual Surplus/(Deficit)</b>
Increase (decrease) in amounts to be recovered	-			16,669,993	Accumulated Surplus/(Deficit), beginning of year
<b>Change in Fund Balances</b>	<b>-</b>	<b>-</b>	<b>74,628</b>	<b>16,595,365</b>	<b>Accumulated Surplus/(Deficit), end of year</b>
<b>TOTAL ADJUSTMENTS</b>		<b>891,838</b>	<b>891,838</b>		

**Note:** The combined adjustments above should be balanced and net to \$0 (i.e. Total DR = Total CR)



### **3.2.3 Convert Statement of Financial Position**

Once the Statement of Operations has been converted and the net book value of tangible capital assets has been recorded, balances for the remaining items on the Statement of Financial Position are determined and recorded (see Figure 3-2). The opening/actual balances for the remaining accounts such as accounts receivable, inventory, accounts payable, outstanding debt (principal only), are recorded and classified according to the structure of the Statement of Financial Position as outlined in PS1200.

It is acknowledged that some of the balances required on the Statement of Financial Position will be consolidated across the Town and as such, will be difficult to isolate the information that is relevant to water. An example of this is accounts receivable, which may be administered centrally by the Finance Department. Ontario Regulation 453/07 allows for the exclusion of these numbers if they are not known at the time of preparing the financial plan. Please refer to the Financial Plan Notes in Chapter 4 for more details.

### **3.2.4 Convert Statement of Cash Flow and Net Financial Assets/Debt**

The Statement of Cash Flow summarizes how the Town financed its activities or in other words, how the costs of providing services were recovered. The statement is derived using comparative Statement of Financial Position, the current Statement of Operations and other available transaction data.

The Statement of Change in Net Financial Assets/Debt is a statement which reconciles the difference between the surplus or deficit from current operations and the change in net financial assets/debt for the year. This is significant, as net debt provides an indication of future revenue requirements. In order to complete the Statement of Net Financial Assets/Debt, information regarding any gains/losses on disposals of assets, asset write-downs, acquisition/use of supplies inventory, and the acquisition use of prepaid expenses is necessary, (if applicable). Although the Statement of Change in Net Financial Assets/Debt is not required under O.Reg. 453/07, it has been included in this report as a further indicator of financial viability.





**Table 3-2**  
**Conversion Adjustments**  
**Statement of Financial Position**

Modified Cash Basis	Budget 2018	Adjustments		Full Accrual Budget 2018	Accrual Basis
		DR	CR		
<b>ASSETS</b>					<b>ASSETS</b>
<b>Financial Assets</b>					<b>Financial Assets</b>
Cash	3,448,933		35,000	3,483,933	Cash
Accounts Receivable	865,394			865,394	Accounts Receivable
<b>Total Financial Assets</b>	<b>4,314,327</b>			<b>4,349,327</b>	<b>Total Financial Assets</b>
<b>Non-Financial Assets</b>					
Inventory of Supplies	-		-		
Prepaid Expenses	-		-		
<b>Total Non-Financial Assets</b>	<b>-</b>				
<b>LIABILITIES</b>					<b>Liabilities</b>
Accounts Payable & Accrued Liabilities	1,333,642			1,333,642	Accounts Payable & Accrued Liabilities
Gross Long-term Liabilities	-			-	Debt (Principal only)
Deferred Revenue	310,673			310,673	Deferred Revenue
Other	-			-	Other
<b>Total Liabilities</b>	<b>1,644,315</b>			<b>1,644,315</b>	<b>Total Liabilities</b>
<b>Net Assets/(Debt)</b>	<b>2,670,012</b>			<b>2,705,012</b>	<b>Net Financial Assets/(Debt)</b>
		14,163,353	273,000	13,890,353	<b>Non-Financial Assets</b>
		-		-	Tangible Capital Assets
		-		-	Inventory of Supplies
		-		-	Prepaid Expenses
				<b>13,890,353</b>	<b>Total Non-Financial Assets</b>
<b>Municipal Position</b>					
Water Reserves	2,705,012	2,705,012	-		
Gas Tax Reserve Fund	-	-	-		
Development Charge Reserve Fund	310,673	310,673	-		
Amounts to be Recovered	(310,673)	-	310,673		
<b>Total Municipal Position</b>	<b>2,705,012</b>		16,560,365	<b>16,595,365</b>	<b>Accumulated Surplus/(Deficit), end of year</b>
<b>TOTAL ADJUSTMENTS</b>		<b>17,179,038</b>	<b>17,179,038</b>		

**Note:** The combined adjustments above should be balanced and net to \$0 (i.e. Total DR = Total CR)



### 3.2.5 Verification and Note Preparation

The final step in the conversion process is to ensure that all of the statements created by the previous steps are in balance. The Statement of Financial Position summarizes the resources and obligations of the Town at a set point in time. The Statement of Operations summarizes how these resources and obligations changed over the reporting period. To this end, the accumulated surplus/deficit reported on the Statement of Financial Position should equal the accumulated surplus/deficit reported on the Statement of Operations.

The Statement of Change in Net Financial Assets/Debt and the Statement of Financial Position are also linked in terms of reporting on net financial assets/debt. On the Statement of Financial Position, net financial assets/debt is equal to the difference between financial assets and liabilities and should equal net financial assets/debt as calculated on the Statement of Net Financial Assets/Debt.

While not part of the financial plan, the accompanying notes are important to summarize the assumptions and estimates made in preparing the financial plan. Some of the significant assumptions that need to be addressed within the financial plan are as follows:

- a) Opening cash balances – Opening cash balances are necessary to complete the Statement of Cash Flows and balance the Statement of Financial Position. Preferably, opening cash balances should be derived from actual information contained within the Town's ledgers. However, it may not be possible to extract this information from the ledgers for water alone; therefore, a reasonable proxy will be needed. One approach is to assume that opening cash balances equal ending reserve and reserve fund balances from the previous year adjusted for accrual-based transactions reflected by accounts receivable/payable balances. The following equation outlines this approach:

Ending Reserve/Reserve Fund Balance

Plus: Ending Accounts Payable Balance

Less: Ending Accounts Receivable Balance

Equals: Approximate Ending Cash Balance



- b) Amortization Expense – The method and timing of amortization should be based on the Town’s amortization policy.
- c) Accumulated Amortization – Will be based on the culmination of accumulated amortization expenses throughout the life of each asset however derived, along with information on construction/acquisition date and useful life obtained from the capital asset listing provided.
- d) Contributed Assets – As noted earlier, contributed assets could represent a significant part of the Town’s infrastructure acquisitions. As such, a reasonable estimate of value and timing of acquisition/donation may be required in order to adequately capture these assets. In the case where contributed assets are deemed to be insignificant or unknown, an assumption of “no contributed assets within the forecast period” will be made.
- e) Accumulated Surplus – The magnitude of the surplus in this area may precipitate the need for additional explanation especially in the first year of reporting. This Accumulated Surplus captures the historical infrastructure investment which has not been reported in the past but has accumulated to significant levels. It also includes all water reserve and reserve fund balances.
- f) Other Revenues – Will represent the recognition of revenues previously deferred (i.e. development charge revenues) and/or accrued revenues (developer contributions), and/or other minor miscellaneous revenues.



# Chapter 4

## Financial Plan



## 4. Financial Plan

### 4.1 Introduction

---

The following tables provide the complete financial plan for the Town's water systems. A brief description and analysis of each table is provided below. It is important to note that the financial plan that follows is a forward look at the financial position of the Town's water systems. It is not an audited document<sup>1</sup> and it contains various estimates as detailed in the "Notes to the Financial Plan" section below.

### 4.2 Water Financial Plan

---

#### 4.2.1 *Statement of Financial Position (Table 4-1)*

The Statement of Financial Position provides information that describes the assets, liabilities, and accumulated surplus of the Town's water systems. The first important indicator is net financial assets/(debt), which is defined as the difference between financial assets and liabilities. This indicator provides an indication of the system's "future revenue requirement." A net financial asset position is where financial assets are greater than liabilities and implies that the system has the resources to finance future operations. Conversely, a net debt position implies that the future revenues generated by the system will be needed to finance past transactions, as well as future operations. Table 4-1 indicates that in 2018, the Town's water system was in a net financial asset position of approximately \$2.7 million. The financial plan forecasts a decrease in net financial asset position over the forecast period to \$3.4 million by 2028.

Another important indicator on the Statement of Financial Position is the tangible capital asset balance under section PS3150. As noted earlier, providing this information is a requirement for municipalities as part of PS3150 compliance and is significant from a financial planning perspective for the following reasons:

- Tangible capital assets such as watermain and treatment facilities are imperative to water service delivery.

---

<sup>1</sup> O.Reg. 453/07 does not require an audited financial plan.



- These assets represent significant economic resources in terms of their historical and replacement costs. Therefore, ongoing capital asset management is essential to managing significant replacements and repairs.
- The annual maintenance required by these assets has an enduring impact on water operational budgets.

In general terms, an increase in the tangible capital asset balance indicates that assets may have been acquired either through purchase by the municipality or donation/contribution by a third party. A decrease in the tangible capital asset balance can indicate a disposal, write down, or use of assets. A use of assets is usually represented by an increase in accumulated amortization due to annual amortization expenses arising as a result of allocating the cost of the asset to operations over the asset's useful life. Table 4-1 shows tangible capital assets are expected to grow over \$15.81 million over the forecast period. This indicates that the Town has plans to invest in tangible capital assets in excess of the anticipated use of existing assets over the forecast period.

#### **4.2.2 Statement of Operations (Table 4-2)**

The Statement of Operations summarizes the revenues and expenses generated by the water system for a given period. The annual surplus/deficit measures whether the revenues generated were sufficient to cover the expenses incurred and in turn, whether net financial assets have been maintained or depleted. Table 4-2 illustrates the ratio of expenses to revenues, although fluctuating to some extent, generally increasing from 101% to 81% over the forecast period to 2028. As a result, annual surplus increases from a deficit of \$0.074 million to \$1.95 million. This is due to fluctuating earned development charge revenue annually as well as a general increasing trend in amortization expense (from planned asset acquisitions). It is important to note that an annual surplus is beneficial to ensure funding is available to non-expense costs such as tangible capital asset acquisitions, reserve/reserve fund transfers and debt principal payments.

Another important indicator on this statement is accumulated surplus/deficit. An accumulated surplus indicates that the available net resources are sufficient to provide future capital water services. An accumulated deficit indicates that resources are insufficient to provide future services and that borrowing or rate increases are required to finance annual deficits. From Table 4-2, the financial plan proposes to add



approximately \$9.62 million to a 2018 accumulated surplus of \$16.67 million over the forecast period. This accumulated surplus, as indicated in Table 4-2, is predominantly made up of reserve and reserve fund balances as well as historical investments in tangible capital assets.

#### **4.2.3 Statement of Change in Net Financial Assets/Debt (Table 4-3)**

The Statement of Change in Net Financial Assets/Debt indicates whether revenue generated was sufficient to cover operating and non-financial asset costs (i.e. inventory supplies, prepaid expenses, tangible capital assets, etc.) and in so doing, explains the difference between the annual surplus/deficit and the change in net financial assets/debt for the period. Table 4-3 indicates that the forecasted annual surplus/(deficit) does not exceed the forecasted tangible capital asset acquisitions (net of amortization for the year), resulting in a decrease to net financial assets over the forecast period. This is a result of more significant capital asset acquisitions forecasted between 2018 and 2028 allows for a long-term plan of funding capital through accumulated surplus (i.e. reserves and reserve funds). This is evidenced by the ratio of cumulative annual surplus before amortization to cumulative tangible capital asset acquisitions decreasing from 1.77 to 0.75 over the forecast period.<sup>1</sup>

#### **4.2.4 Statement of Cash Flow (Table 4-4)**

The Statement of Cash Flow summarizes how water systems are expected to generate and use cash resources during the forecast period. The transactions that provide/use cash are classified as operating, capital, investing, and financing activities as shown in Table 4-4. This statement focuses on the cash aspect of these transactions and thus is the link between cash- and accrual-based reporting. Table 4-4 indicates that cash from operations will be used to fund capital transactions (i.e. tangible capital asset acquisitions) and build internal reserves and reserve funds over the forecast period. The financial plan projects the cash position of the Town's water system to improve from a balance of approximately \$2.94 million at the beginning of 2018, to just over \$4.93 million by the end of 2028. For further discussions, on projected cash balances please refer to the Notes to the Financial Plan.

---

<sup>1</sup> A desirable ratio is 1:1 or better.





**Table 4-1**  
**Statement of Financial Position: Water Services**  
**UNAUDITED: For Financial Planning Purposes Only**  
**2018-2027**

	Notes	Forecast										
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Financial Assets</b>												
Cash	1	3,483,933	4,059,117	2,744,737	3,131,185	4,209,363	5,186,249	6,320,216	7,088,890	6,537,478	5,939,928	4,934,973
Accounts Receivable	1	865,394	893,560	928,227	1,005,692	1,052,173	1,088,704	1,126,097	1,164,391	1,203,645	1,283,706	1,364,883
<b>Total Financial Assets</b>		<b>4,349,327</b>	<b>4,952,677</b>	<b>3,672,964</b>	<b>4,136,877</b>	<b>5,261,536</b>	<b>6,274,953</b>	<b>7,446,313</b>	<b>8,253,281</b>	<b>7,741,123</b>	<b>7,223,634</b>	<b>6,299,856</b>
<b>Liabilities</b>												
Bank Indebtedness		-	-	-	-	-	-	-	-	-	-	-
Accounts Payable & Accrued Liabilities	1	1,333,642	1,350,787	1,401,334	1,454,044	1,508,765	1,565,114	1,623,678	1,684,456	1,747,958	1,813,877	1,882,342
Debt (Principal only)	2	-	-	4,000,000	4,865,673	4,692,391	4,512,178	4,324,756	4,129,838	6,927,123	9,615,554	11,190,777
Deferred Revenue	3	310,673	157,892	(405,393)	(571,743)	(570,358)	(561,136)	(543,809)	(788,071)	(1,357,184)	(1,996,913)	(3,364,665)
<b>Total Liabilities</b>		<b>1,644,315</b>	<b>1,508,679</b>	<b>4,995,941</b>	<b>5,747,974</b>	<b>5,630,798</b>	<b>5,516,156</b>	<b>5,404,625</b>	<b>5,026,223</b>	<b>7,317,897</b>	<b>9,432,518</b>	<b>9,708,454</b>
<b>Net Financial Assets/(Debt)</b>		<b>2,705,012</b>	<b>3,443,998</b>	<b>(1,322,977)</b>	<b>(1,611,097)</b>	<b>(369,262)</b>	<b>758,797</b>	<b>2,041,688</b>	<b>3,227,058</b>	<b>423,226</b>	<b>(2,208,884)</b>	<b>(3,408,598)</b>
<b>Non-Financial Assets</b>												
Tangible Capital Assets	4	13,890,353	13,891,055	19,887,315	20,856,855	20,099,193	19,507,095	18,800,614	18,499,689	22,594,251	26,550,855	29,700,929
<b>Total Non-Financial Assets</b>		<b>13,890,353</b>	<b>13,891,055</b>	<b>19,887,315</b>	<b>20,856,855</b>	<b>20,099,193</b>	<b>19,507,095</b>	<b>18,800,614</b>	<b>18,499,689</b>	<b>22,594,251</b>	<b>26,550,855</b>	<b>29,700,929</b>
<b>Accumulated Surplus/(Deficit)</b>	5	<b>16,595,365</b>	<b>17,335,053</b>	<b>18,564,338</b>	<b>19,245,758</b>	<b>19,729,931</b>	<b>20,265,892</b>	<b>20,842,302</b>	<b>21,726,747</b>	<b>23,017,477</b>	<b>24,341,971</b>	<b>26,292,331</b>
<b>Financial Indicators</b>	<b>Total Change</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
1) Increase/(Decrease) in Net Financial Assets	(5,877,400)	236,210	738,986	(4,766,975)	(288,120)	1,241,835	1,128,059	1,282,891	1,185,370	(2,803,832)	(2,632,110)	(1,199,714)
2) Increase/(Decrease) in Tangible Capital Assets	12,349,664	(310,838)	702	5,996,260	969,540	(757,662)	(592,098)	(706,481)	(300,925)	4,094,562	3,956,604	-
3) Increase/(Decrease) in Accumulated Surplus	10,822,052	(74,628)	739,688	1,229,285	681,420	484,173	535,961	576,410	884,445	1,290,730	1,324,494	3,150,074



**Table 4-2**  
**Statement of Operations: Water Services**  
**UNAUDITED: For Financial Planning Purposes Only**  
**2018-2027**

	Notes	Forecast											
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
<b>Water Revenue</b>													
Base Charge Revenue		617,360	664,588	715,765	770,884	830,246	894,175	963,027	1,037,179	1,117,042	1,203,054	1,295,723	
Rate Based Revenue		5,323,284	5,470,898	5,660,060	5,850,419	6,040,306	6,229,570	6,419,843	6,611,123	6,803,411	7,054,317	7,306,386	
Earned Development Charges Revenue	3	-	435,000	884,000	546,077	367,909	367,909	367,909	632,659	954,409	1,012,404	1,726,899	
Other Revenue	6	116,500	118,800	121,100	123,500	126,001	128,501	131,099	133,699	136,300	139,000	141,700	
<b>Total Revenues</b>		<b>6,057,144</b>	<b>6,689,286</b>	<b>7,380,925</b>	<b>7,290,880</b>	<b>7,364,462</b>	<b>7,620,155</b>	<b>7,881,878</b>	<b>8,414,660</b>	<b>9,011,162</b>	<b>9,408,775</b>	<b>10,470,708</b>	
<b>Water Expenses</b>													
Operating Expenses	Sch. 4-1	5,512,934	5,307,300	5,505,900	5,713,000	5,928,000	6,149,400	6,379,500	6,618,300	6,867,800	7,126,800	7,395,800	
Interest on Debt	2	-	-	-	160,000	194,627	187,696	180,487	172,990	165,194	277,085	384,622	
Amortization	4	618,838	642,298	645,740	736,460	757,662	747,098	745,481	738,925	687,438	680,396	739,926	
Loss on Disposal of Tangible Capital Assets		-	-	-	-	-	-	-	-	-	-	-	
<b>Total Expenses</b>		<b>6,131,772</b>	<b>5,949,598</b>	<b>6,151,640</b>	<b>6,609,460</b>	<b>6,880,289</b>	<b>7,084,194</b>	<b>7,305,468</b>	<b>7,530,215</b>	<b>7,720,432</b>	<b>8,084,281</b>	<b>8,520,348</b>	
<b>Annual Surplus/(Deficit)</b>		<b>(74,628)</b>	<b>739,688</b>	<b>1,229,285</b>	<b>681,420</b>	<b>484,173</b>	<b>535,961</b>	<b>576,410</b>	<b>884,445</b>	<b>1,290,730</b>	<b>1,324,494</b>	<b>1,950,360</b>	
Accumulated Surplus/(Deficit), beginning of year	5	16,669,993	16,595,365	17,335,053	18,564,338	19,245,758	19,729,931	20,265,892	20,842,302	21,726,747	23,017,477	24,341,971	
Accumulated Surplus/(Deficit), end of year		16,595,365	17,335,053	18,564,338	19,245,758	19,729,931	20,265,892	20,842,302	21,726,747	23,017,477	24,341,971	26,292,331	
<b>Note 5:</b>													
<b>Accumulated Surplus/(Deficit) Reconciliation:</b>		<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	
<b>Reserve Balances</b>													
Reserves: Development Charges		310,673	157,892	(405,393)	(571,743)	(570,358)	(561,136)	(543,809)	(788,071)	(1,357,184)	(1,996,913)	(3,364,665)	
Reserves: Gas Tax		-	-	-	-	-	-	-	-	-	-	-	
Reserves: Capital/Other		2,705,012	3,443,998	2,677,023	3,254,576	4,323,129	5,270,975	6,366,444	7,356,896	7,350,349	7,406,670	7,782,179	
<b>Total Reserves Balance</b>		<b>3,015,685</b>	<b>3,601,890</b>	<b>2,271,630</b>	<b>2,682,833</b>	<b>3,752,771</b>	<b>4,709,839</b>	<b>5,822,635</b>	<b>6,568,825</b>	<b>5,993,165</b>	<b>5,409,757</b>	<b>4,417,514</b>	
Less: Debt Obligations and Deferred Revenue		(310,673)	(157,892)	(3,594,607)	(4,293,930)	(4,122,033)	(3,951,042)	(3,780,947)	(3,341,767)	(5,569,939)	(7,618,641)	(7,826,112)	
Add: Tangible Capital Assets	4	13,890,353	13,891,055	19,887,315	20,856,855	20,099,193	19,507,095	18,800,614	18,499,689	22,594,251	26,550,855	29,700,929	
<b>Total Ending Balance</b>		<b>16,595,365</b>	<b>17,335,053</b>	<b>18,564,338</b>	<b>19,245,758</b>	<b>19,729,931</b>	<b>20,265,892</b>	<b>20,842,302</b>	<b>21,726,747</b>	<b>23,017,477</b>	<b>24,341,971</b>	<b>26,292,331</b>	
<b>Financial Indicators</b>	<b>Total Change</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	
1) Expense to Revenue Ratio		101%	89%	83%	91%	93%	93%	93%	89%	86%	86%	81%	
2) Increase/(Decrease) in Accumulated Surplus	9,622,338	(74,628)	739,688	1,229,285	681,420	484,173	535,961	576,410	884,445	1,290,730	1,324,494	1,950,360	



**Schedule 4-1**  
**Statement of Operating Expenses: Water Services**  
**UNAUDITED: For Financial Planning Purposes Only**  
**2018-2027**

	Notes	Forecast										
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Operating Expenses</b>												
Salaries - Full Time		535,477	546,200	557,100	568,200	579,600	591,200	603,000	615,100	627,400	639,900	652,700
Salaries - Overtime		14,215	14,500	14,800	15,100	15,400	15,700	16,000	16,300	16,600	16,900	17,200
Salaries - Student		10,274	10,500	10,700	10,900	11,100	11,300	11,500	11,700	11,900	12,100	12,300
Committee Honorarium		12,034	12,300	12,500	12,800	13,100	13,400	13,700	14,000	14,300	14,600	14,900
Vehicle Expense		-	-	-	-	-	-	-	-	-	-	-
Benefits - EI		9,504	9,700	9,900	10,100	10,300	10,500	10,700	10,900	11,100	11,300	11,500
Benefits - CPP		21,106	21,500	21,900	22,300	22,700	23,200	23,700	24,200	24,700	25,200	25,700
Benefits - EHT		11,162	11,400	11,600	11,800	12,000	12,200	12,400	12,600	12,900	13,200	13,500
Benefits - OMERS		54,253	55,300	56,400	57,500	58,700	59,900	61,100	62,300	63,500	64,800	66,100
Benefits - Health Coverage		69,183	70,600	72,000	73,400	74,900	76,400	77,900	79,500	81,100	82,700	84,400
Benefits - WSIB		11,527	11,800	12,000	12,200	12,400	12,600	12,900	13,200	13,500	13,800	14,100
Benefits - Uniforms		5,500	5,600	5,700	5,800	5,900	6,000	6,100	6,200	6,300	6,400	6,500
Benefits - Meal Allowance		1,001	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Benefits - Eyeglasses		3,200	3,300	3,400	3,500	3,600	3,700	3,800	3,900	4,000	4,100	4,200
Benefits - Ortho		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Training & Development		15,000	15,300	15,600	15,900	16,200	16,500	16,800	17,100	17,400	17,700	18,100
Office Supplies		2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400	3,500
Computer Supplies		500	500	500	500	500	500	500	500	500	500	500
Postage Supplies		30,000	30,600	31,200	31,800	32,400	33,000	33,700	34,400	35,100	35,800	36,500
Courier & Express		500	500	500	500	500	500	500	500	500	500	500
Advertising		1,250	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Computer Maintenance		500	500	500	500	500	500	500	500	500	500	500
Computer Consultants		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
General Insurance		23,268	23,700	24,200	24,700	25,200	25,700	26,200	26,700	27,200	27,700	28,300
Utilities		-	-	-	-	-	-	-	-	-	-	-
Facility Maintenance		1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Equipment Repair		17,000	17,300	17,600	18,000	18,400	18,800	19,200	19,600	20,000	20,400	20,800
Miscellaneous		500	500	500	500	500	500	500	500	500	500	500
Equipment Rental		500	500	500	500	500	500	500	500	500	500	500
Professional Svc (Legal Audits)		3,500	3,600	3,700	3,800	3,900	4,000	4,100	4,200	4,300	4,400	4,500
Membership & Subscription		2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400	3,500
Write offs		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Professional Fees (Engineering)		5,000	5,100	5,200	5,300	5,400	5,500	5,600	5,700	5,800	5,900	6,000
Communication		5,000	5,100	5,200	5,300	5,400	5,500	5,600	5,700	5,800	5,900	6,000
Shop Supplies		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Fuel & Oil		22,000	23,100	24,300	25,500	26,800	28,100	29,500	31,000	32,600	34,200	35,900
Licences & Permits		5,200	5,300	5,400	5,500	5,600	5,700	5,800	5,900	6,000	6,100	6,200
Safety Supplies		3,000	3,100	3,200	3,300	3,400	3,500	3,600	3,700	3,800	3,900	4,000
Small Tools		3,000	3,100	3,200	3,300	3,400	3,500	3,600	3,700	3,800	3,900	4,000
Mileage		500	500	500	500	500	500	500	500	500	500	500
Curb Stop Repairs		9,500	9,700	9,900	10,100	10,300	10,500	10,700	10,900	11,100	11,300	11,500
Back Flow Program		25,000	25,500	26,000	26,500	27,000	27,500	28,100	28,700	29,300	29,900	30,500
Road Repair / Restoration		17,500	17,900	18,300	18,700	19,100	19,500	19,900	20,300	20,700	21,100	21,500
Meter Reading Expense		2,500	2,600	2,700	2,800	2,900	3,000	3,100	3,200	3,300	3,400	3,500
Water Purchases - Estimated		3,863,000	3,902,000	4,072,000	4,250,000	4,435,000	4,626,000	4,825,000	5,032,000	5,249,000	5,475,000	5,710,000
Water Meters		55,000	56,100	57,200	58,300	59,500	60,700	61,900	63,100	64,400	65,700	67,000
Water Meter Maintenance		15,000	15,300	15,600	15,900	16,200	16,500	16,800	17,100	17,400	17,700	18,100
Water Locates		7,500	7,700	7,900	8,100	8,300	8,500	8,700	8,900	9,100	9,300	9,500
Water Service Connections		60,000	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100
Watermain Line Breaks		45,000	45,900	46,800	47,700	48,700	49,700	50,700	51,700	52,700	53,800	54,900
Water Line Maintenance		15,000	15,300	15,600	15,900	16,200	16,500	16,800	17,100	17,400	17,700	18,100
Hydrant Maintenance		20,000	20,400	20,800	21,200	21,600	22,000	22,400	22,800	23,300	23,800	24,300
Property Taxes		1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900
Program Support Costs		194,880	198,800	202,800	206,900	211,000	215,200	219,500	223,900	228,400	233,000	237,700
Non TCA - Expenses from Capital Budget	7	273,000	-	-	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING EXPENSES</b>		<b>5,512,934</b>	<b>5,307,300</b>	<b>5,505,900</b>	<b>5,713,000</b>	<b>5,928,000</b>	<b>6,149,400</b>	<b>6,379,500</b>	<b>6,618,300</b>	<b>6,867,800</b>	<b>7,126,800</b>	<b>7,395,800</b>



**Table 4-3**  
**Statement of Changes in Net Financial Assets/Debt: Water Services**  
**UNAUDITED: For Financial Planning Purposes Only**  
**2018-2027**

	Notes	Forecast											
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Annual Surplus/(Deficit)		(74,628)	739,688	1,229,285	681,420	484,173	535,961	576,410	884,445	1,290,730	1,324,494	1,950,360	
Less: Acquisition of Tangible Capital Assets	4	(308,000)	(643,000)	(6,642,000)	(1,706,000)	-	(155,000)	(39,000)	(438,000)	(4,782,000)	(4,637,000)	(3,890,000)	
Add: Amortization of Tangible Capital Assets	4	618,838	642,298	645,740	736,460	757,662	747,098	745,481	738,925	687,438	680,396	739,926	
(Gain)/Loss on disposal of Tangible Capital Assets		-	-	-	-	-	-	-	-	-	-	-	
Add: Proceeds on Sale of Tangible Capital Assets		-	-	-	-	-	-	-	-	-	-	-	
Add: Write-downs of Tangible Capital Assets		-	-	-	-	-	-	-	-	-	-	-	
		310,838	(702)	(5,996,260)	(969,540)	757,662	592,098	706,481	300,925	(4,094,562)	(3,956,604)	(3,150,074)	
Less: Acquisition of Supplies Inventory		-	-	-	-	-	-	-	-	-	-	-	
Less: Acquisition of Prepaid Expenses		-	-	-	-	-	-	-	-	-	-	-	
Add: Consumption of Supplies Inventory		-	-	-	-	-	-	-	-	-	-	-	
Add: Use of Prepaid Expenses		-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	
<b>Increase/(Decrease) in Net Financial Assets/(Net Debt)</b>		<b>236,210</b>	<b>738,986</b>	<b>(4,766,975)</b>	<b>(288,120)</b>	<b>1,241,835</b>	<b>1,128,059</b>	<b>1,282,891</b>	<b>1,185,370</b>	<b>(2,803,832)</b>	<b>(2,632,110)</b>	<b>(1,199,714)</b>	
Net Financial Assets/(Net Debt), beginning of year		2,468,802	2,705,012	3,443,998	(1,322,977)	(1,611,097)	(369,262)	758,797	2,041,688	3,227,058	423,226	(2,208,884)	
<b>Net Financial Assets/(Net Debt), end of year</b>		<b>2,705,012</b>	<b>3,443,998</b>	<b>(1,322,977)</b>	<b>(1,611,097)</b>	<b>(369,262)</b>	<b>758,797</b>	<b>2,041,688</b>	<b>3,227,058</b>	<b>423,226</b>	<b>(2,208,884)</b>	<b>(3,408,598)</b>	
<b>Financial Indicators</b>		<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	
1) Acquisition of Tangible Capital Assets (Cumulative)		308,000	951,000	7,593,000	9,299,000	9,299,000	9,454,000	9,493,000	9,931,000	14,713,000	19,350,000	23,240,000	
2) Annual Surplus/Deficit before Amortization (Cumulative)		544,210	1,926,196	3,801,221	5,219,101	6,460,936	7,743,995	9,065,886	10,689,256	12,667,424	14,672,314	17,362,600	
3) Ratio of Annual Surplus before Amortization to Acquisition of TCA's (Cumulative)		1.77	2.03	0.50	0.56	0.69	0.82	0.96	1.08	0.86	0.76	0.75	



**Table 4-4**  
**Statement of Cash Flow – Indirect Method: Water Services**  
**UNAUDITED: For Financial Planning Purposes Only**  
**2018-2027**

	Notes	Forecast											
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
<b>Operating Transactions</b>													
Annual Surplus/Deficit		(74,628)	739,688	1,229,285	681,420	484,173	535,961	576,410	884,445	1,290,730	1,324,494	1,950,360	
Add: Amortization of TCA's	4	618,838	642,298	645,740	736,460	757,662	747,098	745,481	738,925	687,438	680,396	739,926	
(Gain)/Loss on disposal of Tangible Capital Assets		-	-	-	-	-	-	-	-	-	-	-	
Less: Earned Deferred Revenue	3	-	(435,000)	(884,000)	(546,077)	(367,909)	(367,909)	(367,909)	(632,659)	(954,409)	(1,012,404)	(1,726,899)	
Less: Developer Contributions		-	-	-	-	-	-	-	-	-	-	-	
Add: Deferred Revenue Proceeds		310,673	282,219	320,715	379,727	369,294	377,131	385,236	388,396	385,296	372,675	359,147	
Change in A/R (Increase)/Decrease		-	(28,166)	(34,667)	(77,465)	(46,481)	(36,531)	(37,393)	(38,294)	(39,254)	(80,061)	(81,177)	
Change in A/P Increase/(Decrease)		-	17,145	50,547	52,710	54,721	56,349	58,564	60,778	63,502	65,919	68,465	
Less: Interest Proceeds		-	-	-	-	-	-	-	-	-	-	-	
Cash Provided by Operating Transactions		854,883	1,218,184	1,327,620	1,226,775	1,251,460	1,312,099	1,360,389	1,401,592	1,433,303	1,351,019	1,309,822	
<b>Capital Transactions</b>													
Proceeds on sale of Tangible Capital Assets		-	-	-	-	-	-	-	-	-	-	-	
Less: Cash Used to acquire Tangible Capital Assets	4	(308,000)	(643,000)	(6,642,000)	(1,706,000)	-	(155,000)	(39,000)	(438,000)	(4,782,000)	(4,637,000)	(3,890,000)	
Cash Applied to Capital Transactions		(308,000)	(643,000)	(6,642,000)	(1,706,000)	-	(155,000)	(39,000)	(438,000)	(4,782,000)	(4,637,000)	(3,890,000)	
<b>Investing Transactions</b>													
Proceeds from Investments		-	-	-	-	-	-	-	-	-	-	-	
Less: Cash Used to Acquire Investments		-	-	-	-	-	-	-	-	-	-	-	
Cash Provided by (applied to) Investing Transactions		-	-	-	-	-	-	-	-	-	-	-	
<b>Financing Transactions</b>													
Proceeds from Debt Issue	2	-	-	4,000,000	1,000,000	-	-	-	-	3,000,000	3,000,000	2,000,000	
Less: Debt Repayment (Principal only)	2	-	-	-	(134,327)	(173,282)	(180,213)	(187,422)	(194,918)	(202,715)	(311,569)	(424,777)	
Cash Applied to Financing Transactions		-	-	4,000,000	865,673	(173,282)	(180,213)	(187,422)	(194,918)	2,797,285	2,688,431	1,575,223	
Increase in Cash and Cash Equivalents		546,883	575,184	(1,314,380)	386,448	1,078,178	976,886	1,133,967	768,674	(551,412)	(597,550)	(1,004,955)	
Cash and Cash Equivalents, beginning of year	1	2,937,050	3,483,933	4,059,117	2,744,737	3,131,185	4,209,363	5,186,249	6,320,216	7,088,890	6,537,478	5,939,928	
Cash and Cash Equivalents, end of year	1	3,483,933	4,059,117	2,744,737	3,131,185	4,209,363	5,186,249	6,320,216	7,088,890	6,537,478	5,939,928	4,934,973	



## Notes to Financial Plan

The financial plan format as outlined in Chapter 4 closely approximates the full accrual format used by municipalities on their audited financial statements. However, the financial plan is not an audited document and contains various estimates. In this regard, Section 3 (2) of O.Reg. 453/07 states the following:

“Each of the following sub-subparagraphs applies only if the information referred to in the sub-subparagraph is known to the owner at the time the financial plans are prepared:

1. Sub-subparagraphs 4 i A, B and C of subsection (1)
2. Sub-subparagraphs 4 iii A, C, E and F of subsection (1).”

The information referred to in sub-subparagraphs 4 i A, B and C of subsection (1) includes:

- A. Total financial assets (i.e. cash and receivables);
- B. Total liabilities (i.e. payables, debt and deferred revenue);
- C. Net debt (i.e. the difference between A and B above).

The information referred to in sub-subparagraphs 4 iii A, C, E and F of subsection (1) includes:

- A. Operating transactions that are cash received from revenues, cash paid for operating expenses and finance charges
- B. Investing transactions that are acquisitions and disposal of investments
- C. Change in cash and cash equivalents during the year
- D. Cash and cash equivalents at the beginning and end of the year

In order to show a balanced financial plan in a full accrual format for the Town, some of the items listed above have been estimated given that the Town does not maintain all financial asset and liability data separately for water. Usually, this type of data is combined with the financial assets and liabilities of other departments and services



given that there is not a current obligation to disclose this data separately (as there is with revenue and expenses).

The assumptions used have been documented below:

## 1. Cash, Receivables and Payables

It is assumed that the opening cash balances required to complete the financial plan are equal to:

Ending Reserve/Reserve Fund Balance

*Plus:* Ending Accounts Payable Balance

*Less:* Ending Accounts Receivable Balance

*Equals: Approximate Ending Cash Balance*

For the Town, receivable and payable balances were estimated for each year of the forecast based on the following factors:

- a) Receivables: Based on the historical levels of water receivables as a percentage of annual water revenue earned; and
- b) Payables: Based on historical levels of Town-wide payables as a percentage of annual Town-wide expenses.

Therefore, the opening cash balance was estimated based on the above calculations.

## 2. Debt

Currently there is no outstanding water related debt at the end of 2018 however, debenture financing is projected to take place over the forecast period to assist in funding tangible capital asset acquisitions. Principal repayments for forecasted debt over the forecast period are anticipated as follows:



Year	Principal Payments
2018	-
2019	-
2020	-
2021	134,327
2022	173,282
2023	180,213
2024	187,422
2025	194,918
2026	202,715
2027	311,569
2028	424,777
<b>Total</b>	<b>\$ 1,809,223</b>

For financial reporting purposes, debt principal payments represent a decrease in debt liability and the interest payments represent a current year operating expense. Investment income on the sinking fund debt is assumed to assist in decreasing the debt liability.

### 3. Deferred Revenue

Deferred revenue is made up of the water development charge reserve fund which is considered to be a liability for financial reporting purposes until the funds are used to emplace the works for which they have been collected. In years when the water development charge reserve fund balance is negative, it is shown as an asset (“accounts receivable – other”) for financial reporting purposes, representing future amounts to be collected from developers. Note that the 2019 Water and Wastewater Rate Study anticipates interim financing from the waterline maintenance reserve in years that the development charges reserve fund is in a deficit.

### 4. Tangible Capital Assets

- Opening net book value of tangible capital assets includes water related assets in the following categories:
  - i. Linear Infrastructure (Watermains, Service Connections, Valves, and Hydrants)
  - ii. Vehicles, Machinery & Equipment
  - iii. Land and Land Improvements





- Amortization is calculated based on using the straight-line approach with one-half ( $\frac{1}{2}$ ) year amortization in the year of acquisition or construction.
- Given the planned asset replacement forecast provided by the Town, useful life on acquisitions is assumed to be equal to the weighted average useful life for all assets on hand in each respective asset category.
- Write-offs are assumed to equal \$0 for each year in the forecast period.
- Tangible capital assets are shown on a net basis. It is assumed that disposals occur when the asset is being replaced. To calculate the value of each asset disposal, the replacement value (of each new asset that has been identified as a “replacement”) has been deflated (by weighted average useful life for all assets on hand in the respective asset category) to an estimated historical cost. This figure was used to calculate disposals only. Future assets are disposed of when fully amortized.
- Gains/losses on disposal are assumed to be \$0 (it is assumed that historical cost is equal to accumulated amortization for all disposals).
- Residual value is assumed to be \$0 for all assets contained within the forecast period.
- Contributed Assets, as described in Section 3.2.1, are deemed to be insignificant/unknown during the forecast period and are therefore assumed to be \$0.
- The Town is unaware of any specific lead service piping in the municipal water system. However, when older portions of the watermain system is replaced as part of the ongoing replacement program, any lead service pipes will be replaced if and when found.



- The balance of tangible capital assets is summarized as follows:

Asset Historical Cost	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Opening Tangible Capital Asset Balance	26,924,725	27,163,493	27,749,870	34,271,644	35,942,807	35,942,807	35,949,142	35,949,997	36,387,997	41,169,997	45,806,997
Acquisitions	308,000	643,000	6,642,000	1,706,000	-	155,000	39,000	438,000	4,782,000	4,637,000	3,890,000
Disposals	69,232	56,623	120,226	34,837	-	148,665	38,145	-	-	-	-
<b>Closing Tangible Capital Asset Balance</b>	<b>27,163,493</b>	<b>27,749,870</b>	<b>34,271,644</b>	<b>35,942,807</b>	<b>35,942,807</b>	<b>35,949,142</b>	<b>35,949,997</b>	<b>36,387,997</b>	<b>41,169,997</b>	<b>45,806,997</b>	<b>49,696,997</b>
Opening Accumulated Amortization	12,723,534	13,273,140	13,858,815	14,384,329	15,085,952	15,843,614	16,442,047	17,149,383	17,888,308	18,575,746	19,256,142
Amortization Expense	618,838	642,298	645,740	736,460	757,662	747,098	745,481	738,925	687,438	680,396	739,926
Amortization on Disposal	69,232	56,623	120,226	34,837	-	148,665	38,145	-	-	-	-
<b>Ending Accumulated Amortization</b>	<b>13,273,140</b>	<b>13,858,815</b>	<b>14,384,329</b>	<b>15,085,952</b>	<b>15,843,614</b>	<b>16,442,047</b>	<b>17,149,383</b>	<b>17,888,308</b>	<b>18,575,746</b>	<b>19,256,142</b>	<b>19,996,068</b>
<b>Net Book Value</b>	<b>13,890,353</b>	<b>13,891,055</b>	<b>19,887,315</b>	<b>20,856,855</b>	<b>20,099,193</b>	<b>19,507,095</b>	<b>18,800,614</b>	<b>18,499,689</b>	<b>22,594,251</b>	<b>26,550,855</b>	<b>29,700,929</b>



## 5. Accumulated Surplus

Opening accumulated surplus for the forecast period is reconciled as follows:

Water	2018 Opening Accumulated Surplus
<b>Reserve Balances</b>	
Reserves: Development Charges	-
Reserves: Gas Tax	-
Reserves: Capital/Other	2,468,802
<b>Total Reserves Balance</b>	<b>2,468,802</b>
Less: Debt Obligations and Deferred Revenue	-
Less: Unfinanced Capital	-
Add: Long-term Accounts Receivable	-
Add: Tangible Capital Assets	14,201,191
<b>Total Opening Balance</b>	<b>16,669,993</b>

The accumulated surplus reconciliation for all years within the forecast period is contained in Table 4-2.

## 6. Other Revenue

Other revenue includes service connection installation, meter installation/maintenance, recovered wages, account set-up fees, water meter sales, penalties & interest, and other non-operating general revenues.

## 7. Operating Expenses

Capital expenditures for items not meeting the definition of tangible capital assets have been reclassified as operating expenses and have been expensed in the year in which they occur.



# Chapter 5

## Process for Financial Plan Approval and Submission to the Province



## 5. Process for Financial Plan Approval and Submission to the Province

As mentioned in section 1.2, preparation of and approval of a financial plan for water assets that meets the requirements of the Act is mandatory for municipal water providers. Proof of the plan preparation and approval is a key submission requirement for municipal drinking water licensing and, upon completion, must be submitted to the MECP. The process established for plan approval, public circulation and filing is set out in O.Reg. 453/07 and can be summarized as follows:

1. The financial plan must be approved by resolution of Council of the municipality who owns the drinking water system or the governing body of the owner. (O.Reg. 453/07, Section 3(1)1.)
2. The owner of the drinking water system must provide notice advertising the availability of the financial plan. The plans will be made available to the public upon request and without charge. The plans must also be made available to the public on the municipality's website. (O.Reg. 453/07, Section 3(1)5.)
3. The owner of the drinking water system must provide a copy of the financial plan to the Director of Policy Branch, Ministry of Municipal Affairs and Housing. (O.Reg. 453/07, Section 3(1)6.)
4. The owner of the drinking water system must provide proof satisfactory to the Director that the financial plans for the system satisfy the requirements under the Safe Drinking Water Act. (S.D.W.A. Section 32(5)2.ii.)



# Chapter 6

## Recommendations



## 6. Recommendations

This report presents the water financial plan for the Town in accordance with the mandatory reporting formats for water systems as detailed in O.Reg. 453/07. It is important to note that while mandatory, the financial plan is provided for Council's interest and approval however, for decision making purposes, it may be more informative to rely on the information contained within the 2019 Water and Wastewater Rate Study, dated March 20, 2019. Nevertheless, Council is required to pass certain resolutions with regard to this plan and regulations and it is recommended that:

1. The Town of Kingsville Water Financial Plan prepared by Watson & Associates Economists Ltd. dated March 21, 2019 be approved.
2. Notice of availability of the Financial Plan be advertised.
3. The Financial Plan dated March 21, 2019 be submitted to the Ministry of Municipal Affairs and Housing. (O.Reg. 453/07, Section 3(1)6).
4. The resolution of Council approving the Financial Plan be submitted to the MECP, satisfying the requirements under the Safe Drinking Water Act. (S.D.W.A. Section 32(5)2.ii.).

## Sandy Kitchen

---

**From:** Sandy Kitchen  
**Sent:** Tuesday, April 2, 2019 3:39 PM  
**To:** Sandy Kitchen  
**Subject:** FW: 171st Annual Leamington Fair

---

**From:** Jennifer Robinson [REDACTED]  
**Sent:** Friday, March 22, 2019 5:48 PM  
**To:** KingsvilleWorks <[Kingsvilleworks@kingsville.ca](mailto:Kingsvilleworks@kingsville.ca)>  
**Subject:** 171st Annual Leamington Fair



## *Leamington District Agricultural Society*

P.O. Box 646, Leamington, Ontario N8H 3X4  
Tel: 519-326-8082 Fax: 519-326-6818 Email: [ldasfair@gmail.com](mailto:ldasfair@gmail.com)

To whom it may concern;

Leamington District Agricultural Society cannot express our gratitude to the businesses throughout our community and beyond. Watching a child skip, jump and run when their name is announced, it is the highlight of our Fair and to all the volunteers.

The L.D.A.S. is giving away 20 bikes during the weekend of our fair on June 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup> 2019. We are pleased to always support our community and buy local.

This year we are celebrating 171 years. We are asking for your help in achieving that goal. A sponsorship of \$160 (cheque made out to the Leamington District Agricultural Society) will provide a quality bike for a child. Also, a sponsorship of 3 or more bikes you will receive (free of charge) a sign to be posted on our sponsor wall for the season. Without the generous support of our community and beyond the L.D.A.S. could not achieve our goals.

Again, we thank you for your consideration and if you have any questions please contact the L.D.A.S. by phone or email, 519-326-8082 or [ldasfair@gmail.com](mailto:ldasfair@gmail.com).

Best regards,

Tammy Wiper  
President  
Leamington District Agricultural Society

Sent from [Mail](#) for Windows 10

Sent from [Mail](#) for Windows 10





**REGULAR MEETING OF COUNCIL  
MINUTES**

**Monday, March 25, 2019  
7:00 PM  
Council Chambers  
2021 Division Road N  
Kingsville, Ontario N9Y 2Y9**

Members of Council	Mayor Nelson Santos Deputy Mayor Gord Queen Councillor Tony Gaffan Councillor Thomas Neufeld Councillor Larry Patterson Councillor Kimberly DeYong Councillor Laura Lucier
Members of Administration	J. Astrologo, Director of Corporate Services R. Brown, Manager of Planning Services S. Kitchen, Deputy Clerk-Council Services R. McLeod, Director of Financial Services A. Plancke, Director of Municipal Services P. Van Mierlo-West, CAO D. Wolicki, Manager of Municipal Facilities and Property T. Hong, Manager of Financial Services

**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. Jason Martin, Resident--Request dated January 22, 2019 RE: Concerns regarding the need for improved internet service in the Town of Kingsville**

Jason Martin, Owner, Cindy's Home & Garden, 585 Seacliff Dr., raised the concern that Kingsville lacks reliable, quality high-speed internet service, and he stated that it is imperative that businesses are able to run at full speed to remain competitive. He stated that this is a major problem for local businesses and residents. As Kingsville BIA member, he brought this matter to the Board's attention a few meetings ago and every member agreed to the need for improved internet services. He added that he received a letter of support from one of the Board members, who is also a business owner, and would provide the same to Council upon request.

##### **2. Gary Scandlan, Managing Partner and Director, Municipal Finance, Watson & Associates Economists Ltd. -Presentation of Water and Wastewater Rate Study**

Mr. Scandlan presented the Town of Kingsville Water and Wastewater Rate Study, through a powerpoint presentation dated March 25, 2019.

#### **F. MATTERS SUBJECT TO NOTICE**

##### **1. PUBLIC MEETING-2019 Water & Wastewater Rates**

Director of Financial Services, R. McLeod

i) Notice of Consideration of Amendments to the Water Rate and Sewage Rates By-law, dated March 5, 2019;

ii) Report of R. McLeod, dated March 15, 2019;

iii) Proposed By-law 34-2019, being a by-law to impose a Water Rate and Sewage Rates.

Comments from the audience:

Agostino Amicone, 1325 Road 3 East, Kingsville asked for additional information about the proposed future implementation of an alternative rate structure for

wastewater charges and charge limits or caps, so that he might have a comparison to the amount he may be charged, to what he is paying now.

Jo-Anne Winger, 104 Fox St., Cottam, stated it appears that the total number of existing Cottam wastewater customers has dropped between the year 2014 and now. She asked how the Town quantifies the number of users on both services, and why there are presently both variable rate calculations and flat rate calculations. Ms. Winger also asked about past expenditures.

Mr. McLeod stated that user data included in the study is based on the Town's existing customer data base. He explained that the Town has a number of commercial, industrial and multi-residential customers on variable rates for flows, but that residential users are charged a fixed-cost monthly base rate.

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

#### **201-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council receives the 2019 Water and Wastewater Rate study; and

That Council approves the 2019 water and wastewater rates as proposed, effective April 1, 2019; and

That Council directs Administration to explore the implementation of a fixed and variable residential wastewater rate structure for 2020 and bring those options back to Council for consideration.

**CARRIED**

2. **Application for Zoning By-law Amendment ZBA/04/19 by Great Northern Seedlings 1507 Road 3 E Part of Lot 9, Concession 2 ED, Parts 1 & 2, PL 12R 16606**

Mayor Santos indicated that Agenda Item F-3 would be brought forward for discussion ahead of Agenda Item F-2.

3. **Application for Zoning By-law Amendment by Great Northern Hydroponics 1270 Road 3 E, Part of Lot 8, Concession 3 ED**

R. Brown, Manager of Planning Services

- i) Notice of Public Meeting, dated March 4, 2019;
- ii) Report of R. Brown, Manager of Planning Services, dated March 6, 2019 with attached Appendices;
- iii) Proposed By-law 33-2019, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law.

Mr. Brown presented the Planning Report.

Comments from the Applicant:

Mr. Van het Hof commented that, as presented by Mr. Brown, this new application has been submitted seeking approval to construct a new build facility at 1270 Road 3 East, and demonstrate for 12 consecutive months 100% compliance with all by-laws and agreements.

Comments from the audience:

Mr. John Faust, 1320 Road 3 East, indicated that he and his wife live just to the east of the subject lands. He had provided written comments at the time of the initial application, and wished to reiterate the contents of that letter. The facility will be located 144 feet west of their property line and while they have no objection to the operation, they have odour and dust concerns. He also asked that a retail outlet not be allowed on the property.

Mr. Brown stated that there will be no retail sales of cannabis from production sites, that all internal laneways will be dust controlled, and odour is addressed through zoning.

Mr. Van het Hof commented that at the current greenhouse operation which surrounds Mr. and Mrs. Faust's residential property, a driveway leads to a service building, and to the west of that is a hedgerow of evergreens. The hedgerow will remain there, and then the operations will be moved as far back as possible. Stormwater ponds will be located at the south side.

Agostino Amicone, 1325 Road 3 East, asked for clarification as to the 100 m setback requirement, and asked how far back the facility will be from the drainage ditch. Dimensions will be provided for Mr. Amicone's information.

John Wieler, 1344 Road 3 East commented that he had concerns regarding property values and concerns regarding odour.

**202-2019**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Larry Patterson

That Council approves Zoning Amendment ZBA/05/19 to:

permit a medical marihuana production facility on property located at 1270 Road 3 E;

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

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

adopt the implementing by-law.

**CARRIED**

Mayor Santos brought forward Agenda Item F-2 as follows:

2. Application for Zoning By-law amendment ZBA/04/19 by Great Northern Seedlings, 1507 Road 3 E, Part of Lot 9, Concession 2 ED, Parts 1 and 2, PL 12R-16606

i) Notice of Public Meeting, dated March 4, 2019;

ii) Report of R. Brown, Manager of Planning Services, dated March 4, 2019 with attached Appendices; and

iii) Proposed By-law 32-2019, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law

Mr. Brown presented the Planning Report.

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

### **203-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council approves Zoning By-law Amendment ZBA/04/19 to amend the existing site-specific 'Agricultural, (A1-66)' to add the H-Holding provision to prohibit a medical marihuana production facility until such time as it has been demonstrated, to the satisfaction of the Town, that odour control, lighting abatement and items directly related to the operation of a medical marihuana production facility have been in full compliance with the applicable regulations for a minimum of one year on property located at 1270 Road 3 East.

**CARRIED**

At 8:53 p.m. Mayor Santos called for a brief recess, and the meeting reconvened at 9:03 p.m.

**G. AMENDMENTS TO THE AGENDA**

Deputy Mayor Queen added one Notice of Motion.

**H. STAFF REPORTS**

**1. Sun Valley Estates Phase 3 (Regent St. Extension) Initial Acceptance**

G. A. Plancke, Director of Municipal Services

**204-2019**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Deputy Mayor Gord Queen

That Council initially accept Sun Valley Estates Phase 3 onto “Maintenance” for a period of no less than one year, and that the Clerk provide written confirmation to the Developer of the date of initial acceptance of the development by Council resolution.

**CARRIED**

**2. Janitorial Maintenance Contract**

D. Wolicki, Manager of Municipal Facilities and Property

**205-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Kimberly DeYong

That Council approves the award of the janitorial maintenance contract of various municipal buildings as identified in Table 1 to Cheema Cleaning Services Ltd. beginning on April 1<sup>st</sup>, 2019 through March 31<sup>st</sup>, 2022; and that the by-law authorizing the Mayor and Clerk to execute the janitorial maintenance contract be adopted at the next Regular Meeting of Council.

**CARRIED**

**3. Application for Part Lot Control Exemption PLC/02/19 by HTM Management Inc. 15 & 17 Mettawas Lane, Part of Block D, Pt. Lots 30 & 31, Pt. Walkway Plan 965**

R. Brown, Manager of Planning Services

**206-2019**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Kimberly DeYong

That Council enacts Part Lot Control By-law 35-2019 to allow Part of Block D, Pt. Lots 30 and 31, and Pt. Walkway, Plan 965 to be exempt from Section 50(5) of the Planning Act, and that Council authorize and direct Planning Services to forward the by-law to the County of Essex for final approval, subject to the following condition:

The applicant provide a lot servicing plan to confirm both individual servicing of each lot and the final alignment of the services consistent with proposed lot fabric to the satisfaction of the Town, prior to final approval of the Part Lot Control by-law by the County of Essex.

**CARRIED**

**4. Surplus Dwelling Severance – Process Update**

R. Brown, Manager of Planning Services

**207-2019**

**Moved By** Councillor Kimberly DeYong

**Seconded By** Councillor Thomas Neufeld

That Council receives the Report of Manager of Planning Services R. Brown dated March 12, 2019 on the Surplus Dwelling Severance Process update.

**CARRIED**

**5. Status Update for Telecommunications Tower – 1133 County Road 20 West Part of Lot 18, Concession 1 WD, RP 12R3097 Part 1 Roll No. 3711 280 000 32800 0000**

R. Brown, Manager of Planning Services

**208-2019**

**Moved By** Councillor Laura Lucier

**Seconded By** Councillor Thomas Neufeld

That Council directs Administration to reissue an updated Statement of Concurrence for a Telecommunications Tower located at 1133 County Road 20 West.

**CARRIED**

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

- 1. Gosfield North Sportsmen Association--Request for support of 29th Annual Wild Game Dinner to be held on March 30, 2019 and 19th Annual Fish Fry to be held Saturday, September 21, 2019**

**209-2019**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Kimberly DeYong

That Council supports the Gosfield North Sportsmen Association 29th Annual Wild Game Dinner and the 19th Annual Fish Fry through the purchase of a 1/2 page advertisement in the Dinner Book, and the donation of door prizes.

**CARRIED**

**J. MINUTES OF THE PREVIOUS MEETINGS**

- 1. Regular Meeting of Council--March 11, 2019**

**210-2019**

**Moved By** Councillor Laura Lucier

**Seconded By** Councillor Larry Patterson

That Council adopts Regular Meeting of Council Minutes, dated March 11, 2019.

**CARRIED**

**K. MINUTES OF COMMITTEES AND RECOMMENDATIONS**



**1. Kingsville Accessibility Advisory Committee - September 5, 2018**

**211-2019**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Tony Gaffan

That Council receives Kingsville Accessibility Advisory Committee Meeting Minutes dated September 5, 2018.

**CARRIED**

**2. Kingsville B.I.A. - February 12, 2019**

**212-2019**

**Moved By** Councillor Laura Lucier

**Seconded By** Councillor Tony Gaffan

That Council receives Kingsville B.I.A. Meeting Minutes dated February 12, 2019.

**CARRIED**

**L. BUSINESS CORRESPONDENCE - INFORMATIONAL**

- 1. City of Quinte West--Correspondence from Mayor Jim Harrison dated March 8, 2019 RE: Resolution No. 19-058 passed by the Council of the City of Quinte West on March 4, 2019 re: Bottled Water**
- 2. Kingsville Historical Park Inc.--Letter of Thanks from the Kingsville Historical Park Museum dated March 20, 2019**
- 3. Solange Rennie, Business Lead, uWinLoop-SpaceX and TBC Hyperloop Pod Competition--Request for Support SEE: 2019 Sponsorship Information Package and Email from Nancy Creighton, Sr. Business Advisor, Ministry of Economic Development, Job Creation and Trade**

**213-2019**

**Moved By** Councillor Kimberly DeYong

**Seconded By** Councillor Larry Patterson

That Council receives Business Correspondence-Informational items 1-3.

**M. NOTICES OF MOTION**

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

**214-2019**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Laura Lucier

WHEREAS *Phragmites australis* (herein referred to as "Phragmites") is an invasive perennial grass that continues to cause severe damage to our wetlands, beaches and municipal drainage systems across Essex County;

AND WHEREAS *Phragmites* grows and spreads rapidly, allowing the plant to invade new areas and grow into large monoculture stands in a short amount of time, and is a plant that secretes toxins from its roots into the soil which impede the growth of neighbouring plant species;

AND WHEREAS *Phragmites* results in loss of biodiversity and species richness, loss of habitat, changes in hydrology due to its high metabolic rate, changes in nutrient cycling as it is slow to decompose, an increased fire hazard due to the combustibility of its dead stalks, and can have an adverse impact on agriculture, particularly in drainage ditches;

AND WHEREAS invasive *Phragmites* has been identified as Canada's worst invasive plant species by Agriculture and AgriFood Canada;

AND WHEREAS controlling invasive *Phragmites* before it becomes well established reduces environmental impacts, time, and costs;

AND WHEREAS according to the Ministry of the Environment, best management practices for *Phragmites* include early detection, herbicide application, mowing, compressing or rolling, prescribed burning, and controlled flooding;

AND WHEREAS these best management practices are most effective when used in tandem as opposed to when used as stand-alone control measures;

AND WHEREAS herbicides containing surfactants are prohibited for use in aquatic environments in Canada, meaning that Canadians are not able to fully implement best management practices.

NOW THEREFORE BE IT RESOLVED that the Municipality of Kingsville, having recognized the need to implement best management practices, and being a

leader among Ontario municipalities in efforts to control Phragmites, calls on the Canadian Federal Government to take the appropriate regulatory measures to expedite and approve the use of herbicides in aquatic environments by the 2019 growing season as well as the use of aerial control measures; and

BE IT FURTHER RESOLVED that this Resolution be forwarded to Essex County municipalities, the local MP and MPP for Essex, the Premier of Ontario, Conservation Ontario, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), the Leader of the Official Opposition, and the Prime Minister of Canada.

**CARRIED**

2. Deputy Mayor Queen may, at the next Regular Meeting of Council, move or cause to have moved that the Senior Members of Administration research and report back to Council within six (6) months the options and costs that may be incurred for better "improved" internet within the Town of Kingsville.

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

There were no Unfinished Business items, Announcements or Updates.

**O. BYLAWS**

**1. By-law 32-2019**

**215-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council reads By-law 32-2019, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/04/19; 1507 Road 3 East), a first, second and third and final time.

**CARRIED**

**2. By-law 33-2019**

**216-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Larry Patterson

That Council reads By-law 33-2019, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/05/19; 1270 Road 3 East) a first, second and third and final time.

**CARRIED**

**3. By-law 34-2019**

**217-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Laura Lucier

That Council reads By-law 34-2019, being a By-law to impose a Water Rate and Sewage Rates, a first, second and third and final time.

**CARRIED**

**4. By-law 35-2019**

**218-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Kimberly DeYong

That Council reads By-law 35-2019 being a by-law to exempt certain lands from Part Lot Control (Mettawas Subdivision - Registered Plan 965) a first, second and third and final time.

**CARRIED**

**5. By-law 36-2019**

**219-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council reads By-law 36-2019, being a By-law to amend By-law 101-2004, as amended, and to Appoint Inspectors under the *Building Code Act, 1992* S.O. 1992, c. 23, a first, second and third and final time.

**CARRIED**

**P. CLOSED SESSION**

**220-2019**

**Moved By** Councillor Laura Lucier

**Seconded By** Councillor Tony Gaffan

That Council at 9:34 p.m. move into Closed Session to address the following item:

i) a proposed or pending acquisition or disposition of land by the municipality or local board; being an update Report of CAO P. Van Mierlo-West regarding the Agreement of Purchase and Sale with the Greater Essex County District School Board (Section 239(2)(c))

**CARRIED**

**Q. REPORT OUT OF CLOSED SESSION**

Upon rising from Closed Session at 9:58 p.m. Mayor Santos reported that Council received an update report of CAO P. Van Mierlo-West regarding the conditional Agreement of Purchase and Sale with the Greater Essex County District School Board.

**R. CONFIRMATORY BY-LAW**

**1. By-law 37-2019**

**221-2019**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Laura Lucier

That Council reads By-law 37-2019, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its March 25, 2019 Regular Meeting a first, second and third and final time.

**CARRIED**

**S. ADJOURNMENT**

**222-2019**

**Moved By** Councillor Laura Lucier

**Seconded By** Councillor Larry Patterson

That Council adjourns this Regular Meeting at 9:59 p.m.

**CARRIED**



## MINUTES

**TOURISM AND ECONOMIC DEVELOPMENT COMMITTEE  
THURSDAY, FEBRUARY 14, 2019 @ 5:30 P.M.  
Committee Room 'A', 2021 Division Rd N, Kingsville**

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

P. Van Mierlo-West called the Regular Meeting to order at 5:30 p.m. with the following persons in attendance:

**Members:**

Mayor N. Santos  
T. Gaffan  
B. Durward  
D. Hunt

**Members of Administration:**

CAO, P. Van Mierlo-West  
Executive Assistant to the Mayor and CAO, T. Hewitt  
Tourism Coordinator, N. Cobby  
BIA Coordinator, C. Bedal

M. Somerville  
M. Law  
S. Lowrie – arrived at 5:38pm.

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

When a member of the Committee has any pecuniary interest, direct or indirect, in any matter which is the subject of consideration at this Meeting of the Committee (or that was the subject of consideration at the previous Meeting of the Committee at which the member was not in attendance), the member shall disclose the pecuniary interest and its general nature, prior to any consideration of the matter. None were reported

### **C. ELECTION OF A CHAIR**

P. Van Mierlo West requested nominations for the chair. N. Santos was nominated.

**01-2019** Moved by T. GAFFAN seconded by D. HUNT to elect N. SANTOS as the Tourism Economic Development Committee Chair.

**CARRIED**

### **D. STAFF REPORTS**

N. Santos assumed the position of chair and welcomed the new committee. Introductions were made. S. Lowrie arrived at 5:38pm and introduced herself.

1. Report – Review of Projects in 2018 – N. Cobby

N. Cobby provided a summary of projects the Town of Kingsville was involved with in 2018, including events, advertising initiatives and printed marketing materials. She explained the positive partnership between the Town of Kingsville and the BIA. She invited the committee to follow MyKingsville on social media. The visual impact of the current billboards was discussed and there were recommendations for improvements during the next creative change.

Highland Games, Tall Ships, and the Carnegie Social were discussed for involvement in 2019. D. Hunt volunteered to sell merchandise at the Carnegie Social or Night Markets.

2. 2019 Strategic Plan Targets – P. Van Mierlo-West

P. Van Mierlo-West summarized the Tourism Economic Development Strategic Plan. She explained that the plan guides the direction of the committee and the identified the main economic development actions/goals.

**02-2019** Moved by D.HUNT, seconded by T. GAFFAN to receive the report and align ourselves with these actions for this year.

**CARRIED**

3. TEDC Events – 2019 update – P. Van Mierlo-West

P. Van Mierlo-West presented an update on 2019 events. She summarized the plan for 2019 KEDC. She stated the 2019 Kingsville Business Recognition Awards will be held at Pelee Island Winery on Thursday, May 30<sup>th</sup>. She identified the sponsors (Libro and RC Spencers) She requested a Business Recognition Award subcommittee to review nominations and choose winners. The KEDC subcommittee will begin in March. Size of venue, reserving seating for nominees, and limiting tickets were discussed.

M. Law, S. Lowrie, B. Durward and D. Hunt volunteered for the Business Recognition Awards subcommittee. KEDC Subcommittee responsibilities were summarized. It was suggested that we market the event at conferences (pass out cards) at AMO, OSUM, EDCO. EDAC training seminars may bring people in. (Restaurant Crawl) The KEDC subcommittee is: T. Gaffan, S. Lowrie, M. Somerville, and M. Law.

4. Report – Kingsville Bites Book 2019 – N. Cobby

N. Cobby presented her report on the Kingsville Bites Book.

The committee reviewed the proposed book/passport for Kingsville. “A Taste of Kingsville” was recommended for branding. Kingsville’s attendance at expos was discussed. The MyKingsville website was reviewed. Passports will be featured at Sarnia Fusion.

**03-2019** Moved by D.Hunt, seconded by B. Durward to receive the report, support the 1000 units and have a mock up prepared by next meeting.



**CARRIED**

**E. MINUTES OF THE PREVIOUS MEETING**

1. Tourism/Economic Development Committee Meeting Minutes—November 21, 2018

**04-2019** Moved by D. Hunt, seconded by T. Gaffan to receive the minutes of Tourism/Economic Development Committee Meeting dated November 21, 2018.

**CARRIED**

**F. NEW AND UNFINISHED BUSINESS**

1. Daytripping Magazine Full Media Kit – P. Van Mierlo-West

P. Van Mierlo-West presented Daytripping Magazine's media kit. There was discussion about the return on investment. It was suggested to review a more digital approach.

**05-2019** Moved by B. Durward, seconded by T. Gaffan, to receive the kit.

**CARRIED**

**G. NEXT MEETING DATE**

1. The next meeting of the Tourism and Economic Development Committee is Thursday, March 14, 2019 at COMMITTEE ROOM A, 2021 DIVISION RD N. @ 5:30 p.m.

**H. ADJOURNMENT**

**06-2019** Moved by B. Durward, seconded by M. Somerville, to adjourn this Meeting at 7:15p.m.

**CARRIED**

---

**CHAIR, Mayor Santos**

---

**RECORDING SECRETARY, T. Hewitt**



# MINUTES

**KINGSVILLE MUNICIPAL HERITAGE ADVISORY COMMITTEE  
WEDNESDAY, FEBRUARY 20, 2019 AT 7:00 P.M  
Council Chambers, 2021 Division Rd N, Kingsville**

## **A. CALL TO ORDER**

Sandra Kitchen called the Meeting to order at 7:00 p.m. with the following Members in attendance:

### **MEMBERS OF MUNICIPAL HERITAGE ADVISORY COMMITTEE:**

Elvira Cacciavillani  
Kimberly DeYong  
Bruce Durward  
Anna Lamarche  
Margie Luffman  
Sarah Sacheli  
Mary Baruth  
Shannon Olson

### **MEMBERS OF ADMINISTRATION:**

Sandra Kitchen, Deputy Clerk-  
Council Services

#### **1. Welcome and Introductions**

Introductions were made around the table.

#### **2. Nominations for the 2019 Chairperson**

Ms. Baruth nominated Ms. Sacheli to serve as Chair of the Committee for the 2019 year. Ms. Sacheli nominated Ms. Cacciavillani. S. Kitchen called for further nominations, and there being no further nominations, nominations were closed. Ms. Cacciavillani agreed to stand as nominee. Ms. Sacheli declined.

By acclamation, Ms. Cacciavillani was appointed as Kingsville Municipal Heritage Advisory Committee Chairperson for 2019.

#### **3. Nominations for the 2019 Vice Chairperson**

Mr. Durward nominated Sarah Sacheli to serve as Vice Chair of the Committee for the 2019 year. Ms. Kitchen called for further nominations, and there being no further nominations, nominations were closed. By acclamation, Ms. Sacheli was appointed as Vice Chairperson for 2019.

Ms. Cacciavillani assumed the Chair and the meeting resumed.



## MINUTES

### B. DISCLOSURE OF PECUNIARY INTEREST

Ms. Cacciavillani reminded the Committee that any declaration is to be made prior to each items being discussed and to identify the nature of the conflict, if any, as the agenda items come forward.

### C. REPORTS

#### 1. V. Brown-Research Report

There was no research report provided at this meeting.

#### 2. KMHAC 2019 Operating Budget

The budget was received for information. General registration information pertaining to the upcoming annual Heritage Conference will be provided at the March meeting.

### D. MINUTES OF THE PREVIOUS MEETING

#### 1. Kingsville Heritage Advisory Committee Meeting Minutes — November 14, 2018

**MH1-2019** Moved by K. DeYong, seconded by M. Luffman to adopt the minutes of the Kingsville Heritage Advisory Committee Meeting dated November 14, 2018 as presented.

**CARRIED**

### E. BUSINESS CORRESPONDENCE – INFORMATIONAL

#### 1. Approved invoices:

- i) V. Brown—Invoice for Research Services—December 2018
  - ii) V. Brown— Approved Invoice for reimbursement for Kingsville database
  - iii) Kingsville Reporter –Notice of Passing By-law, December 4, 2018 (30 Main St. E, The Old Fire Hall)
  - iv) D. Halliwill, Solicitor—Account for registration of By-law 126-2018, dated December 17, 2018 (30 Main St. E, The Old Fire Hall)
  - v) HostPapa—website backup Invoice dated November 23, 2018 and website hosting invoice (divisionof time.ca), dated November 27, 2018
2. KMHAC Terms of Reference, with attached By-law 43-2004
  3. Code of Conduct for Members of Council, Local Boards and Committees, and Statement of Commitment
  4. Abbreviated list of designated properties in the Town of Kingsville (informational; excerpted from the Clerk's Register of Designated Properties).



## MINUTES

5. CHO Membership acknowledgment (quarterly CHO newsletter to be provided to members electronically)

**MH1-2019** Moved by S. Olson, seconded by K. DeYong that Informational items 1-5 be received for information.

**CARRIED**

### **F. NEW AND UNFINISHED BUSINESS**

1. Status update—S. Kitchen--Research report 1417 Road 3 East

The research notes will be obtained from former member D. Truax and brought forward to the next meeting for re-assignment to a current member.

2. Status update—S. Kitchen--Research report 257 Lakeview

It was reported that Mayor Santos will complete the write-up of the report pertaining to 257 Lakeview, which Report was commenced in 2018 and has been substantially completed.

3. A link for Committee information will be provided through the Town's main website. This project, and other social media updates, will be discussed in further detail at a future meeting. S. Kitchen will obtain technical information from IT in this regard.
4. Updates to the inventory list (including a potential listing of local natural heritage, and landscape features) will be discussed at a future meeting.

### **G. NEXT MEETING DATE**

The next meeting will be held on Wednesday, March 20, 2019. Future meetings will commence at 6:30 p.m.



## MINUTES

### H. ADJOURNMENT

The meeting adjourned at 8:12 p.m.

---

**CHAIR, E. Cacciavillani**

---

**DEPUTY CLERK-COUNCIL SERVICES,  
Sandra Kitchen**



## MINUTES

---

### REGULAR MEETING OF PARKS, RECREATION, ARTS AND CULTURE COMMITTEE

---

**THURSDAY, FEBRUARY 21, 2019**

**Kingsville Arena Auditorium D**

**6:30 PM**

---

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

M. Durocher called the meeting to order at 6:30 P.M. with the following persons in attendance:

Mayor N. Santos  
Deputy Mayor G. Queen  
Councilor T. Neufeld  
M. Shields  
M. Tremaine-Snip  
A. Hickmott  
M. Durocher-Administrative Support

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

M. Durocher reminded members that any declaration and its general nature are to be made prior to each item being discussed.

#### **C. Appointment of Chair and Deputy Chair**

The committee elected by unanimous vote Deputy Mayor G. Queen to the position of Chairman of the committee, and Mayor N. Santos to the position of vice chair of the committee.

**PRAC-01-2019** Motion made by Mayor N. Santos and seconded by Councilor T. Neufeld to appoint Deputy Mayor G. Queen to the position of Chairman the Parks, Recreation, Arts and Culture committee for the term of council.

**CARRIED**

**PRAC-02-2019** Motion made by Councilor T. Neufeld and seconded by M. Tremaine Snip appoint Mayor N. Santos to the position of Vice Chairman the Parks, Recreation, Arts and Culture committee for the term of council.

**CARRIED**

#### **D. DELEGATIONS/PETITIONS/CORRESPONDENCE**

**E. STAFF REPORTS**

**Program Managers Report**

**PRAC 03-2019** Moved by M. Tremaine Snip and seconded by A. Hickmott to receive the report as presented.

**CARRIED**

**Motions made in conjunction with report by M. Durocher**

**PRAC-04-2019** Moved by M. Tremaine-Snip and seconded by Councilor T. Neufeld that the chair or member of the Highland Games committee is to sign off on the liquor permit as the responsible person for the Highland Games.

**CARRIED**

**PRAC-05-2019** Moved by A. Hickmott and seconded by M. Shields that in order to minimize any risk of exposure to the Corporation of the Town of Kingsville the Friday night pub-crawl and it's associated festivities are not to be listed as Town of Kingsville sanctioned events and all advertising relating to this component shall be marketed as such.

**CARRIED**

**PRAC-06-2019** Moved by Councilor T. Neufeld and seconded by M. Tremaine-Snip that June 2020 the June 27 is available at Lakeside Park for the Highland Games. If a June 20 date is required then Mettawas Park and the Grovedale facility will be available. Future dates will be secured at Lakeside Park for 2021 and forward.

**CARRIED**

**PRAC-07-2019** Moved by Councilor T. Neufeld and seconded by M. Tremaine-Snip that the Highland Games Facebook page needs to be made accessible with administrative rights given to administrative support staff in the same manner as other committee of council Facebook pages are i.e. Fantasy of Lights, Migration Fest, Communities in Bloom.

**CARRIED**

**PRAC-08-2019** Moved by Councilor T. Neufeld and seconded by A. Hickmott that the Kilt run websites have the Town of Kingsville Logo included on them.

**CARRIED**

**PRAC- 09-2019** Moved by T. Neufeld and seconded by M. Tremaine-Snip that the Mudmen contract is authorized to be signed by administration.

**CARRIED**

**PRAC-10-2019** Moved by Councilor T. Neufeld and seconded by M. Tremaine-Snip that administration be authorized to sign the

PPBSO contract and further that the contract fees are consistent with and not to exceed the approved budget.

**CARRIED**

**Facility Managers Report**

**PRAC 11-2019** Moved by Mayor N. Santos and seconded by Councilor T. Neufeld to receive the report as presented.

**CARRIED**

**F. MINUTES OF THE PREVIOUS MEETINGS**

Highland Games Committee Minutes of November 2018

**PRAC 12-2019** Moved by A. Hickmott and seconded by M. Tremaine-Snip to receive the minutes as presented with the reminder that all transactions are to go through municipal approval system.

**CARRIED**

**G. SERT Report**

**Report #1**

March 17<sup>th</sup> Event at the Grove

Date: March 17 2019

Time: Sales from 12 noon to 11 pm

Location: Municipal Lot 13 located on Beach Street -40x100 foot tent to be erected  
Six-Foot fence will enclose the area  
Set up requested for March 16 take down March 18  
15 Porto Johns have been ordered  
Main entrance off Beech Street

Security-2 paid duty officers, 8-event security staff-Dinunzio Event Security

**Recommendations by SERT Committee:**

Fee is listed on Fees and Charges as \$160 per day or part there of  
Municipal Event status will have to be applied for by Town  
Fire Chief requests Fire Safety Plan  
Tent will require building permit, inspection after it is set up, and engineering  
Certificate of Insurance is in place for Five million naming the town of Kingsville as also insured

Applicants is required to notify BIA of their intentions  
Municipal Services to be notified if Picnic Tables, Garbage Barrels or Recycling is required  
Applicant should send letter of Notification to Health Unit

Applicant: Ty Getty



12 Main Street Kingsville  
[ty@mygrovebrewhouse.com](mailto:ty@mygrovebrewhouse.com)  
519-329-0733

**Recommendation:** PRAC committee approve the request and further directs the applicant to enter into a contract for use of the site with Parks and Recreation Department.

**PRAC 13-2019** Moved by A. Hickmott and seconded by Councilor T. Neufled to approve the recommendation of the SERT committee.

**CARRIED**

## **Report #2**

Kings Duck Derby

Date: April 20 2019 following Easter Egg Hunt

Time: 1pm

The Lions club has received a letter of non-objection from ERCA

This is a family friendly event that is looking to tie into another event to assist in creating a spectator draw.

The Lions do not require any amenities on site

Request from Lions: That Parks and Recreation advertise this event in conjunction with Easter Egg Hunt.

Contact

Gayle Palmer  
[Gpalmer4@hotmail.com](mailto:Gpalmer4@hotmail.com)  
519-329-9355

Recommendation: PRAC committee approve the request as presented

**PRAC 14-2019** Moved by M. Tremaine-Snip and seconded by M. Shields to approve the recommendation of the SERT committee.

**CARRIED**

## **Report #3**

Super Ethan's Steps

Date: September 29 Lakeside Park Gazebo

Time: set up at 7:30 event 8am-1pm

Event has a 2 km walk around the park requiring no road closures.  
Proceeds go to charity dealing with children's cancers

Event will include: Face painting, prepackaged food, DJ

Requests from Applicant:

Power on in Gazebo

Applicants Requirement: fill out gazebo rental contract and supply insurance to town Fire Safety Plan-one from 2018 with new dates is acceptable

Contact:

Nicole Abdul-Massih  
[superethanssteps@gmail.com](mailto:superethanssteps@gmail.com)  
519-919-1674

**Recommendation:** PRAC committee approve the request and further directs the applicant to enter into a contract for use of the site with Parks and Recreation Department.

**PRAC 15-2019** Moved by Mayor N. Santos and seconded by A. Hickmott to approve the recommendation of the SERT committee.

**CARRIED**

**H.** New Business

Councilor T. Neufeld would like Food Trucks at Cedar Island put onto the agenda for the next meeting.

**I.** Date of Next Meeting:

**March 21, 2019**  
**At 6:00 pm at KINGSVILLE ARENA**

**J.** ADJOURN

**PRAC 16-2019** Moved by Councilor T. Neufeld and seconded by M. Shields to adjourn the meeting at 8:19 p.m.

**CARRIED**

---

**CHAIR, Deputy Mayor G. Queen**

---

**RECORDING SECRETARY, M. DUROCHER**



Kingsville Highland Games 2019  
Committee Meeting  
November 20, 2019

**Committee Members:**

Doug Plumb	Pat Reid-Crichton
Bob Stafford	Kimberly DeYong
Leni Nelson	Don Noels
Tom Omstead	Helen Noels
Gord Queen	Barry Wilson
Beth Riddiford	Regrets – Ray Silvius
Doug Robinson	

**Doug's Report:**

**Revised Budget** - The Town requested that I submit a revised budget for the Highland Games. Several adjustments were made and submitted.

**Athletic Events** - contact has been made with Celine Gibb. Request of \$2,032 to run the events

- The Town needs insurance - working with the Town to secure a policy
- This group will work with students from the elementary school for participation
- We need to supply Cabers - for men 19' at 90-110 lbs, for women 15' at 60-80 lbs.
- We need to supply them with a fork-lift that goes 19' high min to 35' max
- Possible tug-of-war competition with local police/fire

**PPBSO** - Contract is being negotiated for Grades 5-3, Solos, and drums.

Conference call was held with PPBSO President, Secretary and Doug on November 13

- Contract is based on Embro Games - 12 max cap on bands.
- Contracts need to be signed by the end of January
- A lot of unknowns ... mileage, etc. Max \$16,000

**Received From PPBSO:**

As per our teleconference last night, below is the Professional solo prize money, band prize money and band travel that Embro Highland Games currently offers. Embro contract as an outline of the expectations of both the PPBSO and the Games Committee:

#1 – Professional solo events included

**k) PRIZE MONEY – PROFESSIONAL SOLO EVENTS**

**The Committee** shall pay the following prize money to the winners of the Professional Solo Events.

The Committee shall deliver cheques for each of the following events, to the Administrator of the PPBSO, or his/her designate, by 9:00 a.m. on the day of the Games. Said cheques shall be completed in their entirety, other than the Payee, which shall be left blank. The PPBSO shall complete the name of the Payee on each cheque prior to releasing same.

EVENT	1st	2nd	3rd
Professional March – Piping	65.00	50.00	40.00
Professional S/R – Piping	65.00	50.00	40.00
Professional Jig – Piping	65.00	50.00	40.00
Professional Piobaireach – Piping	70.00	55.00	45.00
Professional M/S/R – Snare Drum	65.00	50.00	40.00
Professional H/J – Snare Drum	65.00	50.00	40.00
Professional Solo Bass Drum	45.00	35.00	25.00
Professional Tenor Drum	45.00	35.00	25.00
Professional Drum Major	45.00	35.00	25.00

**m) BANDS – PRIZE MONEY**

**The Committee** shall pay to the winning bands in the band competition, prize money as per the following:

GRADE	1st	2nd	3rd
Grade 3	\$800.00	\$700.00	\$500.00
Grade 4	\$700.00	\$600.00	\$500.00
Grade 5	\$425.00	\$250.00	\$200.00

Total Prize Money;

Solos - \$1,260.00

Bands - \$4,675.00 = \$5,935.00

**n) REIMBURSEMENT FOR BAND TRAVEL EXPENSE**

The Committee shall pay to each and every band that participates in the First and Second

Massed Bands, save and except those bands that were exempted from the First Massed Bands by the PPBSO by reason of their position of play in the Band Competitions, an amount in accordance with the following scale, based on distance traveled, one way, from their home base as registered with the PPBSO, to the Games site:

00 - 50 KM \$ 175.00	301 - 400 KM \$ 445.00
51 - 100 KM \$ 265.00	401 - 500 KM \$ 500.00
101 - 200 KM \$ 325.00	501 + KM \$ 525.00
201 - 300 KM \$ 385.00	

The amount paid out in travel is totally dependent on the # of bands that enter and where they travel from.

The above amounts are over and above payment to the PPBSO, which covers the following;

	Approx. Cost
Adjudicators – Full time	\$1,200.00
Adjudicators – Part time	\$ 315.00
Adjudicators mileage	\$1,030.00
Adjudicators accommodation	\$ 450.00
Administration mileage	\$ 825.00
Administration accommodation	\$ 340.00
Chief Steward	\$ 200.00
Stewards – Full & Part time	\$ 700.00
Drum Major	\$ 125.00
Duty Band	\$ 100.00

These are only approximate costs.

**Entertainment** - MudMen - Contract needs to be signed. Was submitted to Park's and Rec to confirm. As of Nov 18<sup>th</sup>, follow-up has not been made. Doug assured them that we will require their services. They will hold the date until the new year.

**SERT** - for the 5k Run submitted - Meeting at 10:00AM on Nov 20th  
-SERT revisions will be made for the main event as well

**Mayor's Haggis Hurl** - Great idea from Cindy Silvus. Debbie Wallace has agreed to run the event.

**Posters** - the first run of posters were printed and distributed to local vendors. Posters will be updated and distributed periodically.

**Parade from Legion** - PPBSO does not want the bands to participate for various reasons. Essex-Kent Regiment will be approached to march-in the Colour Guard from the Legion during opening ceremonies.

**Trophies** - Large sword to be purchased and mounted with laser-cut logo. To be displayed locally. Medals will need to be supplied for solo players.

**Clans** - an attempt was made to include the “Avenue of the Clans.” This group wanted us to provide tents and tables. Other groups have been contacted through - Clans And Scottish Societies of Canada - (CASSOC). Hopefully another group will contact us.

**Town Criers** - Wanted \$2,500 for them to participate. Declined.

**Master of Ceremonies** - Jim Crichton from CTV has volunteered. Accepted!

**Recycling** - Nick Lamoureux - local person who has developed a shredding machine for the purpose of recycling plastics.

- will provide a demonstration booth.

### **Atelier Lamoureux: Plastic Recycling Proposal**

Concept:

Collect all single-use disposable plastic items from the Highland Games event and create long-term use items with the plastic.

Procedure:

- 1) Create plastic waste containers for disposal of specific types of plastic:

Water bottles: polyethylene terephthalate (PET) (Recycling Number 1)

Plastic cutlery: polystyrene (PS) (Recycling Number 6)

Red solo cups: polystyrene (PS) (Recycling Number 6)

Bottle caps: polypropylene (PP) (Recycling Number 5)

Additional plastic items to be determined.

- 2) Sort unsorted plastic into the types above to ensure as much plastic waste as possible is recycled.

- 3) Clean and dry (as best as can be done) the collected plastic.

- 4) Shred the plastic and sort the shredded plastic into type and colour.

- 5) Create new long-term use items from the shredded plastic through an extrusion machine, an injection machine or a compression machine (depending on the long-term item).

Needs:

- 1) 220v power supply.

- 2) Water supply for rinsing plastic items.

- 3) Drying racks (to be built by me).

- 4) A procedure for collection of items (to be determined).

- 5) A table / chair to display some promotional items and information.

Results:

Reduction in plastic waste going to the landfill and the potential to discuss alternative recycling methods with those who are interested. Beyond that, the potential to create something for long-term use from the shredded plastic (to be determined).

**Lee Valley** - might be interested in having a booth and host their wood-carving club  
- presentation will need to be given later next month.

**Town Website** – No report.

**Kimberly DeYong's Report:**

- Discussion re: wrist bands and admission procedures. A protocol will be developed
- Discussion re: time slots for volunteers. How long will each shift be? Decided that for now, volunteers will be asked to sign for AM or PM. Details will be developed.
- Protocol for handling money was discussed. Doug will consult with Ryan McLeod.

**Don & Helen Noels Report:**

Kingsville Highland Games.

June 22, 2019

Vendor Space

Rental Plan

**Objective:**

To generate revenue for the Highland Games while enhancing the experience of those attending.

**Strategy:**

Encourage local businesses, community organizations, artisans and individuals to participate in the Highland Games by renting space to promote and sell their products and services.

**Vendor Space Rental Description:**

There are two types of vendor spaces available for rent: Food Vendor and Merchandise Vendor. Most spaces have 120V electrical outlets.

All are a minimum of 10 feet by 10 feet, larger areas may be available upon request. Parking will be available and may be permitted on site but must be requested in advance.

Spaces will be assigned after approval of Vendor applications and will be available to the Vendors from 4pm, June 21<sup>st</sup> until 6pm, June 22<sup>nd</sup>, 2019. Overnight security will be provided.

Space rental includes posting of Vendor information on the Highland Games website if received by May 1<sup>st</sup>, 2019. Each space comes with 2 admission passes.

The fee for a Vendor space is \$250 with a \$50 discount if paid prior to March 5<sup>th</sup>, 2019.

#### Vendor Space Rental Guidelines:

Vendors must attend their space for the full duration of the Highland Games, rain or shine.

The planning committee of the Kingsville Highland Games reserves the right to limit the number of vendors attending the Games and the types of items sold. Preference will be given to vendors that design, manufacture and sell items that are local, unique to the Celtic culture, and having value to visitors.

Vendors will be required to apply to the planning committee using the application forms on the town website. Application and payment must be made by April 2<sup>nd</sup>, 2019 but an early bird discount will be given to those who apply and pay by March 5<sup>th</sup>, 2019. Payment must be made in full and there will be a \$50 charge for NSF cheques.

Refunds will not be given for withdrawal from the event after May 1<sup>st</sup>, 2019.

Payment can be made by: cheque; credit card (Visa or Mastercard) on the application, over the phone or in person; and cash and debit in person only. US Vendor fees must be paid using a money order in Canadian funds.

Approved vendors will receive a package containing a site map showing their assigned location, parking instructions, loading and unloading schedules, and two admission passes.

Vendor vehicles will be permitted on the site for unloading from 4pm until 8pm, June 21<sup>st</sup>, 6:30am to 8:30am June 22<sup>nd</sup>, and loading after 6pm June 22<sup>nd</sup>, with direction and accompaniment of a volunteer. Vendors must provide their own sun/rain protection, tables, table coverings, cash floats, small change. All electrical equipment and wiring must conform to Ontario Hydro Standards including extension cords. Gas generators may be permitted, application must be made in advance.

All vendors must provide insurance naming the Highland Games Committee and volunteers and the Town of Kingsville as additional insured for an amount no less than \$2,000,000. Insurance may be purchased through the Town of Kingsville office for \$51.84 for Food Vendors and \$27 for Merchant Vendors. Proof of liability insurance must be provided.

It is anticipated that 8-10 Food Vendors will be recruited. All Food Vendors must have a proper fire extinguisher on site that meets Fire Code. When a Food Vendor has been approved by the Vendor Committee they will be notified and then must complete and submit a Food Vendor Application to the Windsor-Essex County Health Unit.

Completed vendor applications, proof of insurance and payment should



be made to: Kingsville Parks and Recreation  
c/o Highland Games 2019 – Vendor Application  
1741 Jasperson Lane  
Kingsville, ON N9Y 3J4

Vendor Application Approval Process:

All Applications and payment will be received at the Kingsville Parks and Recreation office or on the Kingsville.ca website and will be date and time-stamped upon receipt. All applications will be collected each Friday for review by the Vendor Space Rental committee. Any missing information will be followed up and then a decision will be made regarding acceptance or denial of the application during the following week. Notice of the committee's decision will be given to applicants in writing. When all spaces have been allocated a wait list will be kept and applicants will be added to it if desired.

The process for Food Vendors is more complex and will be as follows:

Step 1 – Potential Food Vendors complete a Highland Games Food Vendor Application, pay the required fee and either provide a certificate of insurance or purchase insurance through the town.

Step 2 – When a Food Vendor has been approved by the Vendor Committee they will be notified and then must complete and submit a Food Vendor Application to the Windsor-Essex County Health

Unit. <https://www.wechu.org/food-vendor-application-form> A complete list of Food Vendor set-up requirements is available at: <https://www.wechu.org/food-safety/food-vendors-set>

Step 3 – Once the list of approved Food Vendors has been finalized, the Highland Games organizing committee must submit a Special Event Organizer Application to the WECHU. A list of all Vendor Committee approved food vendors, copies of their signed applications and a site plan showing all required information must be included with the application.

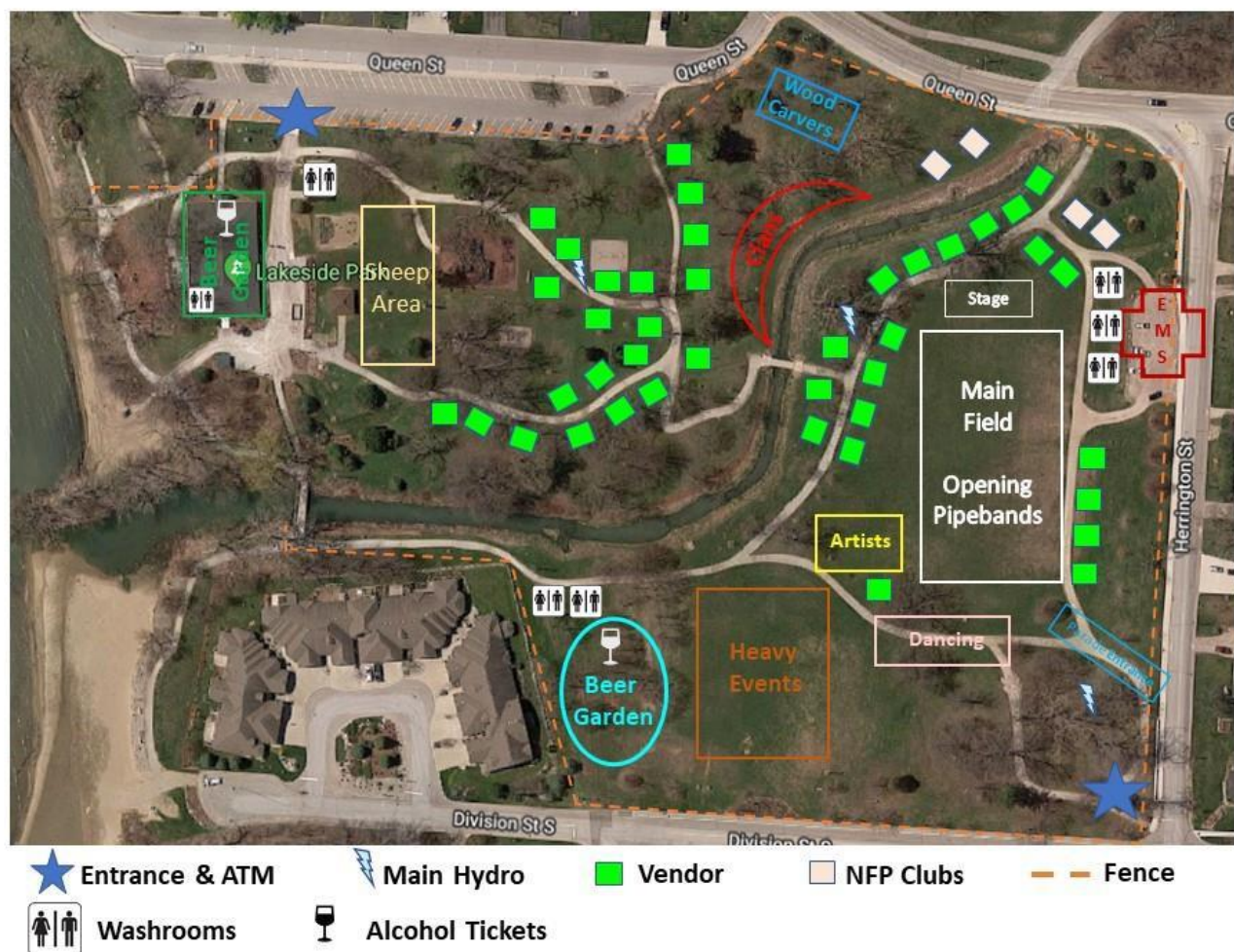
<https://www.wechu.org/special-event-organizer-application-form>

### Vendor Space Allocation:

Vendor Space locations will be allocated at the sole discretion of the committee. A tentative site plan has been developed and is being modified as needed. Potential Vendor locations have been identified and will be confirmed once the areas have been measured properly. There are approximately 40 spaces available that have electrical outlet access. It is expected that food vendors will be located near the pavilion as there are picnic tables and washroom facilities in that area as well as main hydro box access. More vendor spaces may be allocated pending finalization of the overall site plan by the committee.

Currently there are 6 spaces allocated for use by Service Clubs and other Not for Profit groups who have volunteered their services to the committee. These will be assigned by the chairperson and more space will be assigned if needed and available. Interest has been expressed thus far by the Sunparlour Curling Club who are providing free on-ice advertising and volunteers for set-up day at the games.

Additionally, an area roughly 40-foot x 40-foot has been set aside for the use of a consortium of local artists who will be exhibiting and selling their work. The contact there is Bob Lynch - 3bobandlinda3@gmail.com – 519-733-5586. They will need to provide proof of insurance and each artist will receive an admission pass.



## Vendor Procurement Plan:

### Food Vendors:

Applications have been distributed by the chairperson to:

Tasty Treats – Kim Hawco – candy apples, pretzels, lemonade etc. - 226-627-4048

The following groups and organizations will be approached:

Eat, Drink, Dine Kingsville – Troy Loop (Jack's)

86'd Catering – Anthony DelBrocco (Mettawas) – 519-733-2459

License to Sear – 519-400-8573

Rob's Curbside to Go – 519-733-2288

Scotty's BBQ catering - 519- 995-6742

Kingsville BIA

Service Clubs: Lions Club – Fred Cross – lionfred@hotmail.com; Optimist Club – 519-733-4579 – optdave@hotmail.com; Knights of Columbus – 519-733-5282; Rebekah's – 519-733-2876

Brit Boys Fish and Chips, Blenheim – 519-784-1928

Smothered Spuds – Belle River

Pizza

### Merchant Vendors:

Applications have been distributed by the chairperson to:

Luanne Ribble – luanneribble01@gmail.com – Coaster Creations

D Day Wear – ddaywear.ca

Discussions are already underway with the following potential vendors:

Woodcarvers Association of Ontario – potential 40-foot x 20-foot tent with 10 carvers, possibly sponsored by Lee Valley. Chairperson is handling.

Cedar Island Yacht Club – Paul Cairol. Committee to follow up on initial contact made to chairperson.

Dutch Boys Chocolate, Kingsville. Joanne Plumb is handling.

Visits will be made to local events and/or their websites to scout vendors whose products might fit with the Vendor Guidelines. In addition the following merchant vendors will all be approached:

Kingsville BIA membership

Junk Whisperer – junkwhisperer.com

Duncan's Celtic & Medieval Stonework Sculpture – 705-445-7995

Burnett's & Struth Scottish Regalia - 1 877 828 3232

Ben Bhraggie House - 519- 364-6805 – Piping and pipe band accessories, kilts, Scottish clothing etc.

Ruach Crafts - 416-398-4359 – Celtic cross-stitching and jewellery.

Hall of Names - 416- 786-5342 - Surname Historical Scrolls with Family Coat of Arms; Swords & Daggers.

Tartan Teddies – ddurning@cogeco.ca - Teddy Bears custom clothed with specific clan tartans and pins.

Celtic Fair - 519.941.8029 – silver celtic jewellery

Sassenach - (705) 994-2711 – clothing

Macfie's Wizard Shop - macfies@macfies.com

TA Tartan Accents - tartanaccents@gmail.com

Blimeys - 226-787-1244 British Store and Gift Shop, Harrow

Maggies Kilts for Tiny Tots

Thistledown Glasswork

Steel Appeal – 519-890-9037 – laser steel home and garden accents

Colleen Campbell – Stoney Point – Shortbread

J and J Temple Photography and More

Original Blend Pottery - (548) 888-4663

Dzandzas Metal and Woodwork - 519-437-8991 – custom signs, plaques etc.



# Kingsville Highland Games

**Saturday, June 22nd,  
2019**

**9am to  
6pm**

**Lakeside Park, Kingsville,  
ON**

2019

**[www.kingsville.ca](http://www.kingsville.ca)**

---

**Vendor Enquiries - Phone:519-733-0089- E-mail:kiltedgoose@bell.net**

Back at last! Hosted by the Town of Kingsville, the Kingsville Highland Games will once again grace the north shores of Lake Erie in a celebration of Scottish and Celtic culture. Last held here in 1987, the Kingsville Highland Games attracted more than 6000 visitors.

Beautiful! Lakeside Park provides the backdrop for the skirl of the bagpipes, the triumphant roars of the caber tossers and the spirited exuberance of the lithe and energetic highland dancers. And so much more ....

- Opening Parade and Mass Pipe bands
- PPBSO sanctioned piping and drumming competitions
- Athletic Heavy Event competitions
- Highland Dancing
- Kilted Skm run or walk
- Sheep dogs and sheep shearing
- Kids Events – tug of war, heavy events
- Town Criers of Ontario Annual Competition
- Clan Gathering
- Local Artisans Exhibition
- Wood Carving demonstrations
- More than 40 local and Celtic themed concessions
- Tickets: \$20, kids 12 and under free
- Evening ceilidh with The Mudmen - separate entrance ticket - \$10

Vendor Application Forms are now being accepted on a first-come first-served basis.

Preference will be given to vendors that design, manufacture and sell items that are local, unique to the Celtic culture, are interesting and have value to visitors. Food vendors must submit a copy of an

approved application certificate from the Windsor Essex Health Unit with their vendor application. Application Forms are available from the Vendor Committee (contact information listed above),

the Town Office and at [kingsville.ca](http://kingsville.ca). Spaces are 10' x 10' with electricity and rent for \$250.

There is an early-bird discount of \$50 if application is received by March 5th, 2019. There are 40 spaces available. The Vendor Committee reserves the right to limit the number of Vendors attending the Highland Games and the types of items sold.

Merchandise:

- Quotes will be received for T-shirts and other items to sell at a booth for the Games.

#### **Barry Wilson's Report:**

- A meeting was held with Barry, Doug, Pelee Island Winery and the three local micro-breweries
- All have committed to running beer/wine sales during the day and during the evening pavilion entertainment. We supply the tent and the pavilion. They will supply the product, staff, cooler truck and ice.
- We will develop a protocol for selling tickets using SMART serve volunteers. – Identification process to be developed using colour coded and numbered wrist bands.
- The Town will provide the license.
- One small beer tent – for sales only, will be located in the lower bowl of the park.
- Brewers have agreed to brew a beer together and dedicate it to the Games.
- Brewers agreed to an 80/20 split on beer sales.
- Agreements with the winery will be discussed at a later time.
- A reception for volunteers, sponsors and participants is being investigated. The Windsor Police Pipe Band has volunteered to pay for the event to be held the evening before the Games. Doug will report on this when details become known.

#### **Beth Riddiford's Report:**

- Beth received a donation from Chartwell Retirement for bottled water.
- Window displays in the Town will be promoted through the BIA

#### **Pat Reid-Crichton's Report:**

- The Highland Dancers are being organized through "Event Bright"
- Volunteers will be recruited by "Event Bright."
- Sponsors for the Dance have been approached.
- Construction of a stage is being investigated.

#### **Tom Omstead's Report:**

- 1. We are now "live" with registration and off to the races!
- Here's the link for the online registration page:
- <https://raceroster.com/events/2019/19857/kingsville-kilt-charity-run>
- Our FB page: <https://www.facebook.com/KingsvilleKiltRun>

- I've attached the latest version of the registration brochure. A few people still prefer paper. The Town has printed off some and helping us to distribute.
- 3. The key things we want people registering to know about the Kilt Run are:
- \* it's part of the Highland Games on June 22, 2019 and registrants get a FREE daytime entry to Highland Games (\$20 value);
- \* registrants can choose to walk, run or wheelchair (we will accommodate wheelers if the hill at the finish poses a barrier);
- \* 5k-ers must wear kilts or tartan pattern clothing. We are working on programs to help Kilt them up;
- \* \$10 from each 5k registration fee (\$5 from registrants 12 yrs and under) goes directly to support our charities: the Kingsville Historical Park Museum and the Neighbourhood Charitable Alliance; and,
- \* \$10 from each 5k registration fee (13 yrs and older) goes directly to support the Highland Games
- We think that by contributing funds to the Highlands Games for things that we would have had to arrange anyways (OPP, EMS, porta johns) the Kilt Run is helping the Highland Games by defraying part of its cost and bringing untold numbers of Celtic hordes and their friends (kilted & tartan-ed) to it - in a way most people can directly participate - and in a way that gives directly back to the community. In this regard, we are already getting a lot of positive attention & support from the region's walking & running community. Our partners WRACE and RACEROSTER think we'll attract a lot of people.
- Kim DeYong is helping us with finding Traffic Course Marshal Volunteers. We are still looking for 13 TCM. Please let Kim know if you are available and interested in volunteering to help with the race. You'll be done by noon.
- Doug Plumb is helping us with the SERT (Emergency Response) application. The race course is the safest 5k route around. Most follow roads in part. Ours doesn't. Instead it's 100% on multiuse trails and pathways - crossing only 3 streets where there will be Traffic Control Marshals. It proudly showcases the developing Active Transportation System in Kingsville - which is making it one of the most liveable communities in the area.
- We haven't nailed down the post-race food & refreshments, event t-shirt or event kilts. These may be other items where we can combine our efforts.
- Tom has sourced a supplier for kilts at a cost of \$35. The committee agreed that this was a great price and to order.

#### **Gord Queen's Report:**

- Discussion initiated by Doug Plumb re: lack of development of Town's webpage.
- SERT for the 5K run was discussed. Several changes were made. Details will be outlined in a copy of the SERT. To be distributed at a later date.

#### **Doug Robinson's Report:**

- Sheep Sheering event may not happen – difficult to find a sheep shearer.
- Sheep Herding – scheduled. 3-4 demonstrations during the day will take place.

#### **ADJOURNED – 10:00 PM**



# MINUTES

**POLICE SERVICES BOARD MEETING**  
**Wednesday, February 27, 2019 at 4:00 p.m.**  
**Council Chambers, Municipal Offices**  
**2021 Division Road N., Kingsville, ON N9Y 2Y9**

---

## **A. CALL TO ORDER**

Chairperson, Nelson Santos called the Meeting to order at 4:01 p.m. with the following persons in attendance:

Nelson Santos	-	Chairperson
Nancy Wallace-Gero	-	Vice Chairperson
Kimberly DeYong	-	Board member
William Chisholm	-	Board member
Todd Lavigne	-	O.P.P. Sergeant
Silvano Bertoni	-	O.P.P. Constable
Glenn Miller	-	O.P.P. Inspector

Member of Administration: Roberta Baines, Deputy Clerk-Administrative Services

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

Where a member of the board has any pecuniary interest, direct or indirect, in any matter, which is the subject of consideration at the Regular Meeting of the Board, the member shall disclose the pecuniary interest and its general nature, prior to any consideration of the matter.

## **C. PRESENTATIONS/DELEGATIONS**

## **D. ADOPTION OF ACCOUNTS**

## **E. REPORTS**

### **1. Monthly Status Reports**

- i.) Town of Kingsville PSB report and Crime Stoppers report for January 2019

Inspector Miller thanked board members and Councillors for attending the At Risk Youth/Human Trafficking Symposium. He announced that it was a successful event.

Sergeant Lavigne provided an overview of the monthly status report for January 2019.

Constable Bertoni provided an overview of by-law enforcement and traffic violations. He stated that individuals are encouraged to call the detachment to report violations.

**12-2019** Moved by Nancy Wallace-Gero, seconded by Will Chisholm to receive Kingsville PSB Report and Crime Stoppers report for January 2019 as information.

**CARRIED**

## **F. BUSINESS/CORRESPONDENCE**

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

- i.) Memorandum: RE: Federal *Cannabis Act* – Ministerial Designations (General Exemptions) issued January 22, 2019 (Index:19-0006)
- ii.) Memorandum: RE: Federal *Cannabis Act* – Ministerial Designations (Specific Exemptions), issued: January 22, 2019 (Index: 19-0007)
- iii.) Memorandum: RE: Firearm Data Submission under the *Police Services Act*, issued: January 30, 2019 (Index: 19-0008)
- iv.) Memorandum: RE: Missing and Murdered Indigenous Women and Girls (MMIWG) Inquiry Timelines, issued: January 30, 2019 (Index: 19-0009)
- v.) Memorandum: RE: Annual Reporting Requirements: Violent Crime Linkage Analysis System and Major Case Management, issued: February 4, 2019 (Index: 19-0011)
- vi.) Memorandum: RE: Issues Related to the Protection of Persons Administering and Enforcing the Law – Sections 25.1 to 25.4 of the *Criminal Code of Canada*, issued February 8, 2019 (Index: 19-0012)
- vii.) Memorandum: RE: Basic Constable Training Program – Allocation Request for May 8 – August 1, 2019 Intake, issued February 11, 2019 (Index: 19-0013)
- viii.) Memorandum: RE: Additional Community Safety and Well-Being Planning Webinars (March – May 2019), issued February 12, 2019 (Index: 19-0014)
- ix.) Memorandum: RE: Drug Impaired Driving Detection Training, issued: February 21, 2019 (Index: 19-0016)



2. Windsor & Essex County Crime Stoppers RE: Bridging Partnerships Gala, January 30, 2019
3. OAPSB Update RE: OAPSB Spring Conference & Annual General Meeting, January 30, 2019
4. OAPSB Update: RE: Coordinated Bargaining Common Front Mandate, February 7, 2019

**13-2019** Moved by Nancy Wallace-Gero, seconded by Kim DeYong to receive communication items 1-4 as presented.

**CARRIED**

#### **G. CORRESPONDENCE – ACTION REQUIRED**

1. Kingsville BIA RE: Vandalism, February 20, 2019

Constable Bertoni stated that individuals are encouraged to call the detachment immediately for investigating offences. A response will be provided to the BIA.

**14-2019** Moved by Nancy Wallace-Gero, seconded by Kim DeYong, that the Police Services Board direct the Kingsville BIA to contact the OPP directly regarding vandalism in the downtown Kingsville business area.

**CARRIED**

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

1. **Adoption of Police Services Board Minutes** – held on January 23, 2019.

Members noted a few items for correction.

**15-2019** Moved by Nancy Wallace-Gero, seconded by Will Chisholm to adopt the Police Services Board meeting minutes held on January 23, 2019 as amended.

**CARRIED**

#### **I. NEW AND UNFINISHED BUSINESS**

1. Webinar on Community Safety & Well-Being Planning

Inspector Miller provided an overview of the webinar being offered and the importance of the plan. Ideally the plan will force the community to work together to ensure resources are in place for the safety and well-being of the residents. Municipalities are responsible for developing a plan by January 1, 2021. Additional webinar dates are being offered and members are encouraged to participate.

2. OAPSB 2019 Spring conference

Members are encouraged to inform administration if they would like to attend the conference and indicate any accommodations requests they may have.

3. Changes to the *Police Services Act*

Currently under review and changes are in progress.

**J. CLOSED SESSION**

None presented.

**K. ADJOURNMENT**

**16-2019** Moved by Nancy Wallace-Gero, seconded by Will Chisholm that Police Services Board adjourns the meeting at the hour of 4:34 p.m. and to meet again on March 27, 2019 or at the call of the Chair.

**CARRIED**

---

**CHAIRPERSON, Nelson Santos**

---

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

April 01, 2019

Ontario Highway Transport Board  
151 Bloor Street West  
10th Floor  
Toronto, ON  
M5S 2T5

**Re: Letter of Support for Transit Windsor to provide transit services for the Long-distance Scheduled Intercommunity Project**

Further to the attached letter to the Ministry of Transportation dated February 23, 2018, please accept this letter of support from the Town of Kingsville for Transit Windsor to provide the transit service for the Long-distance Scheduled Intercommunity Project under the Community Transportation Grant Program.

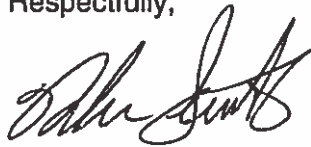
A regularly scheduled Transit Route between the communities of Leamington, Kingsville, Essex and Windsor will improve mobility options for individuals that do not have access to their own transportation. Historically, transit connections were once provided to our communities through bus service (Greyhound). Further back in time, a streetcar service once provided intercommunity transportation for residents in our communities. Currently, no such service exists.

This proposed transit service will provide regularly scheduled and reliable transportation for employment purposes, for education and continuing education purposes, and for access to hospitals and other medical appointments.

The need for such a service was detailed in the County of Essex "Transit Assessment Report" prepared by GENIVAR Consultants LP. However the economics of the proposed transit service prevented program implementation on a regional basis.

This transit service will improve the quality of life for those residents currently experiencing transportation barriers, including seniors, people with disabilities, youth, and persons living on low incomes.

Respectfully,

A handwritten signature in black ink, appearing to read "Nelson Santos", written over a white background.

Nelson Santos, Mayor



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

February 23, 2018

Ministry of Transportation  
Municipal Transit Policy Office  
Transit Policy Branch

**RE: Community Transportation Grant Program, Letter of Support for Leamington  
Long-distance Scheduled Intercommunity Project**

Please accept this letter of support from the Town of Kingsville for the Municipality of Leamington's proposal to establish a Long-distance Scheduled Intercommunity Project under the Community Transportation Grant Program.

A regularly scheduled Transit Route between the communities of Leamington, Kingsville, Essex and Windsor will improve mobility options for individuals that do not have access to their own transportation. Historically, transit connections were once provided to our communities through bus service (Greyhound). Further back in time, a streetcar service once provided intercommunity transportation for residents in our communities. Currently, no such service exists.

This proposed transit service will provide regularly scheduled and reliable transportation for employment purposes, for education and continuing education purposes, and for access to hospitals and other medical appointments.

The need for such a service was detailed in the County of Essex "Transit Assessment Report" prepared by GENIVAR Consultants LP. However the economics of the proposed transit service prevented program implementation on a regional basis.

If implemented, this transit service will improve the quality of life for those residents currently experiencing transportation barriers, including seniors, people with disabilities, youth, and persons living on low incomes.

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew Plancke", is written over a large, loopy circular flourish.

Andrew Plancke/Acting for  
Peggy Van Mierlo-West  
Chief Administrative Officer

Layne van Loo & Elaine van Loo

RR 3 Cottam NOR 1B0

hm. cell

Town of Kingsville Council

2021 Division Rd. N.

Kingsville N9Y 2Y9

## A Proposal

Hello;

Elaine and I, in conjunction with The Art Society of Kingsville, would like to put forth a proposal to the town of Kingsville with regard to the formation of an arts event.

We would suggest the creation of an 'En Plein Air painting competition, exhibit and sale for the town and its environs which would last for a period of three to four days. Over the past several years, we have competed in similar events in the Peterborough area, in Brantford and Paris and in the Elora and Fergus area. We have provided examples of brochures and some of the elements of this type of event from the past shows we have participated in with the idea that this is something that our town could host as well.

Basically Artists are invited to come to the community to set up and paint outdoors in various locations throughout a pre determined area (rain or shine.) All Artists must sign a waiver exempting the town of any responsibility resulting from injury or accident during the duration of the event.

The Artists pay a fee to enter the competition and to agree to the rules and regulations set forth. Proceeds of the fee go toward compensation for the advertising of the event and or a portion of the prizes for the competition. The ask of the Town would be to help promote the event to the community, provide a venue for the event (Carnegie or the new Grovedale Arts and Culture building) and if feasible provide one of the prizes, perhaps a Mayor's purchase award with a set amount in which the Mayor could obtain an original work of art to hang in the municipal offices. If the event is successful, over the years a collection of portrayals of local scenes of the community would be acquired. At some point in the future, if the collection becomes too large, older works could be auctioned off to help finance a community upgrade or improvement.

The ask of the community at large would be to provide access/permission to properties for the

purpose of providing subject matter for paintings. (The Artists must not impede the normal flow of traffic etc.)

The ask of local businesses through the BIA would be to help with the donation or sponsorship of prizes.

Along with other volunteers to help with the registration, stamping of the canvases, acceptance and hanging of the art, the ask of youth looking for community hours would be to provide help making "story boards" with photos, maps and directions for the artists to seek out locations to paint in.

To conclude, we believe this type of event could be of benefit to the community by providing one more draw for our growing town, attracting tourists, visitors and art enthusiasts.

*Alyne & Claire van Loos*

# What Is This Plein Air Painting?

Plein Air Painting or painting “En Plein Air,” is a French term meaning “In the Open Air.”

Plein Air Painting is about the artist venturing outside the confines of their studios in order to experience their subject matter first hand. Sometimes it can be a quick sketch, a simple colour study, a painting started in the outdoors and completed in the studio or a painting done entirely in the outdoors in one or several sessions.

The practice goes back for centuries but was only made into an art form by the French Impressionists.

In Canada plein air painting is an important part of our cultural heritage with the revival of the practice by the Group of Seven. More recently there has been a resurgence in plein air painting by many contemporary artists eager to capture the subtleties of the outdoor landscape in terms of light and atmosphere that is usually lacking in a photographic reference.

## Sandy Kitchen

---

**From:** Sandy Kitchen  
**Sent:** Wednesday, April 3, 2019 10:17 AM  
**To:** Sandy Kitchen  
**Subject:** FW: Office of the Prime Minister / Cabinet du Premier ministre

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

**From:** Prime Minister/Premier Ministre <PM@pm.gc.ca>  
**Sent:** Wednesday, April 3, 2019 9:53 AM  
**To:** Stephanie Olewski <solewski@kingsville.ca>  
**Cc:** Catherine McKenna <ec.ministre-minister.ec@canada.ca>; Ginette Petitpas-Taylor <hcminister.ministresc@canada.ca>  
**Subject:** Office of the Prime Minister / Cabinet du Premier ministre

Dear Ms. Astrologo:

On behalf of Prime Minister Justin Trudeau, I would like to acknowledge receipt of your correspondence.

Please be assured that your resolution, offered on behalf of the Town of Kingsville, has been carefully reviewed. The issues you raise fall within the portfolios of the Honourable Catherine McKenna, Minister of Environment and Climate Change, and the Honourable Ginette Petitpas Taylor, Minister of Health.

As a your email was also addressed to Minister McKenna, I am certain that she will have appreciated being made aware of your resolution.

I have directed a further copy of your correspondence to Minister Petitpas Taylor, to whom your comments will also be of interest.

Thank you for writing to the Prime Minister.

Yours sincerely,

T. Jolicoeur  
Executive Correspondence Officer  
for the Prime Minister's Office  
Agent de correspondance  
de la haute direction  
pour le Cabinet du Premier ministre

>>> From : Stephanie Olewski solewski@kingsville.ca Received : 29 Mar 2019 04:36:24 PM >>>

>>> Subject : Town of Kingsville Resolution RE Phragmites Control >>>>

Good afternoon



Attached please find correspondence for the Town of Kingsville's resolution regarding Phragmites Control.

Thank you

Stephanie Olewski

Office Support

Corporate Services Department

The Corporation of the Town of Kingsville

2021 Division Road North

Kingsville, ON N9Y 2Y9

Phone: (519) 733-2305 ext 239

[www.kingsville.ca](http://www.kingsville.ca) <<http://www.kingsville.ca>>

[kingsvilleworks@kingsville.ca](mailto:kingsvilleworks@kingsville.ca) <<mailto:kingsvilleworks@kingsville.ca>>

This email message is for the sole use of the intended recipient and may not be copied. If you are not the intended recipient, please destroy all copies of this email and notify the sender immediately.

P Please consider the environment before printing this email.



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

**SENT VIA EMAIL**

March 29, 2019

The Right Honourable Justin Trudeau  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON K1A 0A2

-and-

The Honourable Catherine McKenna  
Minister of Environment and Climate Change  
Fontaine Building 12th floor  
200 Sacré-Coeur Blvd  
Gatineau, QC K1A 0H3

Dear Sir/Madam:

**RE: KINGSVILLE TOWN COUNCIL RESOLUTION ON PHRAGMITES CONTROL**

At its Regular Meeting held Monday, March 25, 2019 Council of the Town of Kingsville passed the following resolution:

**"214-2019**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Laura Lucier

**WHEREAS** *Phragmites australis* (herein referred to as "Phragmites") is an invasive perennial grass that continues to cause severe damage to our wetlands, beaches and municipal drainage systems across Essex County;

**AND WHEREAS** *Phragmites* grows and spreads rapidly, allowing the plant to invade new areas and grow into large monoculture stands in a short amount of time, and is a plant that secretes toxins from its roots into the soil which impede the growth of neighbouring plant species;

**AND WHEREAS** *Phragmites* results in loss of biodiversity and species richness, loss of habitat, changes in hydrology due to its high metabolic rate, changes in nutrient cycling as it is slow to decompose, an increased fire hazard due to the combustibility of its dead stalks, and can have an adverse impact on agriculture, particularly in drainage ditches;

**AND WHEREAS** invasive *Phragmites* has been identified as Canada's worst invasive plant species by Agriculture and AgriFood Canada;

**AND WHEREAS** controlling invasive Phragmites before it becomes well established reduces environmental impacts, time, and costs;

**AND WHEREAS** according to the Ministry of the Environment, best management practices for Phragmites include early detection, herbicide application, mowing, compressing or rolling, prescribed burning, and controlled flooding;

**AND WHEREAS** these best management practices are most effective when used in tandem as opposed to when used as stand-alone control measures;

**AND WHEREAS** herbicides containing surfactants are prohibited for use in aquatic environments in Canada, meaning that Canadians are not able to fully implement best management practices.

**NOW THEREFORE BE IT RESOLVED** that the Municipality of Kingsville, having recognized the need to implement best management practices, and being a leader among Ontario municipalities in efforts to control Phragmites, calls on the Canadian Federal Government to take the appropriate regulatory measures to expedite and approve the use of herbicides in aquatic environments by the 2019 growing season as well as the use of aerial control measures; and

**BE IT FURTHER RESOLVED** that this Resolution be forwarded to Essex County municipalities, the local MP and MPP for Essex, the Premier of Ontario, Conservation Ontario, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), the Leader of the Official Opposition, and the Prime Minister of Canada.

**CARRIED”**

Yours very truly,



Jennifer Astrologo, Director of Corporate Services/Clerk  
Corporate Services Department

cc: The Hon. Doug Ford, Premier of Ontario  
The Hon. Andrew Scheer, Leader of the Official Opposition  
Andrea Horwath, Leader of the Official Opposition (Ontario)  
Ministry of the Environment, Conservation and Parks  
Tracey Ramsey, MP  
Taras Natyshak, MPP  
Federation of Canadian Municipalities  
Association of Municipalities of Ontario  
Conservation Ontario  
Agriculture and Agri-food Canada  
Town of Amherstburg  
Town of Essex  
Town of Lakeshore  
Town of LaSalle  
Municipality of Leamington  
Town of Tecumseh

premier@ontario.ca  
andrew.scheer@parl.gc.ca  
ahorwath-qp@ndp.on.ca  
minister.mecp@ontario.ca  
tracey.ramsey@parl.gc.ca  
tnatyshak-qp@ndp.on.ca  
info@fcm.ca  
amo@amo.on.ca  
info@conservationontario.ca  
aafc.info.aac@canada.ca

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 38 - 2019

---

### **Being a By-law to appoint Paul D. Watson as the Integrity Commissioner for The Corporation of the Town of Kingsville**

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

**AND WHEREAS** Council deems it advisable to appoint an Integrity Commissioner for The Corporation of the Town of Kingsville pursuant to Section 223(3)(1) of the Act, as amended.

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

1. **THAT** Paul D. Watson be appointed as the Integrity Commissioner for The Corporation of the Town of Kingsville for a two-year term (March 1, 2019 to February 28, 2021);
2. **THAT** The Corporation of the Town of Kingsville enter into an agreement with Paul D. Watson.
3. **THAT** the Mayor and Clerk be authorized to sign and execute, on behalf of the Town, the Agreement with Paul D. Watson attached hereto as Schedule A;
4. **THAT** this by-law shall come into full force and effect upon its final passage.
5. **THAT** this by-law may be cited as the “Integrity Commissioner By-law”.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8<sup>th</sup> DAY OF APRIL, 2019.**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of March, 2019.

**BETWEEN:**

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

Of the First Part

**PAUL D. WATSON**  
(Hereinafter called the "Consultant")

Of the Second Part

- (a) **WHEREAS** the Municipality issued a request-for-proposal for the supply of an Integrity Commissioner (hereinafter, the "RFP");
- (b) the RFP is attached hereto as Schedule "D";
- (c) the Consultant submitted a response to the RFP on February 13, 2019 (hereinafter, the "Response") describing the services it would provide to meet and address the Municipality's needs and requirements described in its RFP;
- (d) Part 1 and Part 2 of the Response is attached hereto as Schedule "E"; and
- (e) the Municipality has accepted the Consultant's Response to provide the services described in the RFP;

**NOW THEREFORE** the Consultant and the Municipality agree as follows:

**I. The Municipality shall:**

- a. Pay to the Consultant the rates for services provided in accordance with Schedule "A" attached hereto and all applicable sales tax.
- b. Instruct the Consultant fully in writing as to the Municipality's total requirements in connection with the projects included in this Agreement, including the Municipality's budget and time constraints.
- c. Give prompt consideration to all specifications, proposals, and other documents relating to the project prepared by the Consultant, and whenever prompt action is necessary, inform the Consultant of his/her decisions in such reasonable time so as not to delay the services of the Consultant, or to prevent him forwarding instructions to the Consultant or to Sub-Consultants in accordance with the contract schedule.
- d. Arrange and make provision for the Consultant's entry and ready access to the Municipality's premises, as necessary to enable the performance of services required.
- e. Designate in writing an individual to act as its representative, such person to have complete and exclusive authority to transmit instructions to and receive information from the Consultant.
- f. Give prompt written notice to the Consultant whenever the Municipality or his/her representative become aware of any defects or deficiencies in the work or in the services provided. For the purposes of this Agreement "defects and deficiencies" shall be defined as "any failure of the Consultant to meet and/or deliver any agreed upon deliverable/service and/or meet an applicable deadline as set out in this Agreement."
- g. Instruct the Consultant fully in writing of any additional work required outside the scope of this Agreement.

- h. Indemnify and save harmless the Consultant or any person acting under the instructions of the Consultant from any and all costs, claims, demands, suits, actions or judgment brought or recovered against the Consultant in relation to the provision of services by the Consultant or any person acting under the instructions of the Consultant, including any costs, claims, demands, suits, actions or judgment brought or recovered against the Consultant by a member of the Municipality's Council or its local boards in his or her personal capacity or in their capacity as a member of the Municipality's Council or one of its local boards provided that:
  - i. The Consultant acted honestly and in good faith in the performance of the services;
  - ii. The Consultant had reasonable grounds to believe it was acting in accordance with the scope of his authority under this Agreement, the Municipality's Code of Conduct for Council and its local boards and Part V.1 of the *Municipal Act*, 2001, as amended ; and
  - iii. The Consultant had reasonable grounds to believe its conduct was lawful.

**2. The Consultant shall:**

- a. Provide all services delineated in Schedule "B" attached hereto.
- b. Provide all necessary labour, materials, equipment necessary to complete the work.
- c. Keep the Municipality informed of the status of the project and of any occurrences which adversely affect the Municipality's interests.
- d. Not perform any additional work outside of the scope of this contract without obtaining the written agreement of the Municipality.
- e. When engaged in work within any facility of the Municipality, the Consultant shall abide by the rules and regulations of the Municipality.
- f. Carry Professional Liability or Errors and Omissions insurance in the minimum amount required within the RFP documents.

**3. The Parties agree:**

- a. That the Agreement will commence on March 1, 2019 and continue for two (2) years to February 28, 2021.
- b. That the contract fee shall be in accordance with Schedule "A" attached hereto.
- c. Authority for general co-ordination of the project shall reside with the Municipality to the extent provided for in this Agreement. This Agreement does not create any master and servant or partnership relationship between the Municipality and Consultant. At no time will the Consultant or anyone acting for the Consultant be considered employees of the County.

- 4. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise available by law.
- 5. No action or failure to act by the Municipality or Consultant shall constitute a waiver of any right or duty afforded either of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6. All matters in dispute arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it may, with the concurrence of both the Municipality and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them.
  - a. The place of the arbitration shall be the Office of the Municipality and the language of the arbitration shall be English.
  - b. No one shall be nominated to act as arbitrator who is in any way financially interested in the conduct of the services or in the business affairs of either the Municipality or the Consultant.
  - c. In the event that the parties cannot agree as to a single arbitrator to be appointed, then such arbitrator shall be appointed by reference to a Judge of the Superior Court of Ontario, sitting in Windsor, Ontario.
  - d. The laws of the Province of Ontario shall govern this Agreement and any arbitration or litigation in respect thereof.
  - e. The award of the arbitrator shall be final and binding upon the parties.
7. Neither party may assign this Agreement in any manner without the prior consent in writing of the other, except that the Consultant shall be entitled to delegate its powers and duties as Integrity Commissioner to another person in accordance with Section 223.3 (3) of *Municipal Act, 2001*, SO 2001 c25, as amended.
8. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by registered mail, e-mail, or facsimile, addressed to the regular business address of such other party as stated within this Agreement.

Town of Kingsville	Paul D. Watson Law Office
Jennifer Astrologo, Director of Corporate Services/Clerk Corporate Services Department	P.O. Box 661
2021 Division Road North	84 Dover Street, Suite 1
Kingsville, Ontario	Chatham, Ontario
N9Y 2Y9	N7M 5K8
Phone: 519-733-2305	Phone: 519-351-7721
	Fax: 519-351-8376
Email: jastrologo@kingsville.ca	Email: paul@pauldwatsonlawoffice.com

9. The Consultant shall at all times be responsible for keeping confidential, any files, data and other forms of information belonging to the Municipality that is encountered while fulfilling work within this Agreement. The Consultant shall take all necessary measures to guard any such information to ensure that it is kept secure at all times. The foregoing obligations shall not apply to information which (i) shall have otherwise become publicly available other than as a result of disclosure by the Consultant in breach hereof, (ii) was disclosed to the Consultant on a non-confidential basis from a source other than the Municipality which is not prohibited from disclosing such information as a result of an obligation in favour of the Municipality, (iii) is developed by the Consultant independently of, or was known by the Consultant prior to, any disclosure of such information made by the Municipality, or (iv) is disclosed with the written consent of the Municipality.

A receiving party also may disclose confidential information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Consultant and the Municipality relating to the Consultant's services for the Municipality or this Agreement.





**-SCHEDULE "A"**

Fee Breakdown per Hour & Disbursements	
Paul D. Watson	\$300.00 (\$150.00 /hour for travel time)
Paralegal/Law Clerk/Legal Assistant	\$65.00
Travel Expense	\$0.45 per km
Other reasonable expenses (i.e. photocopying, printing, faxing, etc.) at cost	

**\*\*All Fees subject to applicable taxes.**

## **SCHEDULE "B"**

The Consultant will supply the following services:

Act as the Municipality's Integrity Commissioner in accordance with the requirements of the Municipality's RFP #CS19-01 ("the RFP") for the supply of an Integrity Commissioner, and in particular the services set forth in the RFP "Schedule "A" – Provision of Services", in accordance with Part 1 and Part 2 of the Response attached hereto as Schedule "E";

Act upon written instruction from the Municipality in accordance with the Municipality's By-Law to establish a Code of Conduct for Council and its local boards ("the Code of Conduct"), as amended from time to time.

The Consultant will provide service on an as-required basis. Service, when required, will be provided in accordance with the requirements of Part V.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, the Code of Conduct and the RFP.

The Consultant shall act in accordance with Part V.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, which includes performing in an independent manner the functions assigned to it by Council including the application of the Code of Conduct, the application of any procedures, rules and policies of the City of Sarnia and its local boards governing the ethical behavior of members of Council and its local boards, and without limiting the generality of the foregoing, shall include training and education, advisory services, investigative services, the preparation of reports and the provision of recommendations, as well as such other duties, responsibilities and powers as Council may from time to time assign to the Consultant as Integrity Commissioner.

**SCHEDULE "C"**

I, \_\_\_\_\_, an employee of Paul D. Watson Law Office, hereby acknowledge and understand the confidential nature of the information to which I may have access to in my work for the Town of Kingsville.

Any information, whether verbal, written, or electronic on any media to which I have access shall remain confidential and shall not be used by myself, directly or indirectly for any reason whatsoever at any time now or in the future except as it relates to the services I provide for the Town of Kingsville.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness



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

**The Corporation of the Town of Kingsville**

## **Request for Proposals**

**Integrity Commissioner**

<b>RFP Issued:</b>	<b>January 25, 2019</b>
<b>Closing Date:</b>	<b>February 15, 2019</b>
<b>Closing Time:</b>	<b>12:00 p.m.</b>
<b>RFP #:</b>	<b>CS19-01</b>

## Table of Contents

Introduction .....	3
Definitions .....	3
Background .....	3
Scope of Work .....	4
Qualifications .....	4
Submission Requirements .....	5
Addenda .....	5
Alterations to or Withdrawal of Proposals .....	5
Proposal Validity .....	6
Confirmation of Proponent's Intent to be Bound .....	6
Municipal Contact and Communications .....	6
Proposal Contents .....	6
Part 1 – Proponent Qualifications .....	7
Part 2 – Proposed Work Plan .....	7
Part 3 – References .....	7
Part 4 – Fee Schedule .....	8
Proposal Evaluation .....	8
Notice of Acceptance .....	9
Execution of the Contract .....	9
Conflict of Interest .....	9
Limitation of Damages .....	9
Accommodation for Proponents with Disabilities .....	10
Freedom of Information/Submission Confidentiality .....	10
Compliance with Applicable Legislation .....	10
Rights Reserved by the Town .....	10
Warranties .....	11
Declaration .....	11
Schedule "A" – Provision of Services .....	13

## Introduction

The Corporation of the Town of Kingsville invites proposals from interested parties for the provision of services as an Integrity Commissioner, as described in this RFP, for a two-year term.

The Integrity Commissioner is an independent and impartial position that reports directly to Council and whose powers and duties are set out in the *Municipal Act, 2001* (the "Act"). This role is critical to the maintenance and preservation of public confidence in local government.

## Definitions

The following definitions apply to the words and phrases used throughout this RFP document:

"Act" means the *Municipal Act, 2001*.

"Bidding System" means the Town's electronic tendering system.

"Council" means the Council of the Town.

"Local Board" shall have the same meaning as in the *Municipal Act, 2001*.

"Proponent" means the party submitting a Proposal pursuant to this RFP.

"Proposal" means the Proponent's submission of information in the form prescribed by this RFP in response to and in compliance with the RFP.

"RFP" means this Request for Proposal.

"Services" means the services and scope of work outlined in Schedule "A".

"Submission Deadline" means 12:00 p.m. on Friday, February 15, 2019.

"Town" means the Corporation of the Town of Kingsville.

## Background

The Corporation of the Town of Kingsville is a lower-tier municipality in the County of Essex, and is located along the north shore of Lake Erie. Kingsville is the southern-most town in Canada and enjoys the warmest climate of any city in Ontario, with the average temperature reaching above 10°C 223 days of the year. This region is located at the same latitude as northern California.

Kingsville is primarily an agricultural community. Neighbouring with the Municipality of Leamington, Kingsville shares in hosting the largest concentration of vegetable greenhouses in North America. Kingsville is also home to four estate wineries, which produce a variety of award winning wines from their local vineyards.

Kingsville Council is composed of 7 members. In January 2016, the Code of Conduct for Members of Council, Local Boards and Committees (the "Code of Conduct") was updated.

## **Scope of Work**

The Integrity Commissioner will be responsible for administering the Code of Conduct and for investigating formal complaints and alleged breaches of the Code of Conduct and the *Municipal Conflict of Interest Act*. The Integrity Commissioner will also be responsible for reviewing and recommending changes to the Town's Code of Conduct, and providing educational information to Council with respect to their roles and responsibilities and ethical behaviour.

Schedule "A" to this RFP, attached, outlines the services that shall be provided by the Proponent, or his/her delegate(s).

## **Qualifications**

The Proponent must submit satisfactory evidence that they have the necessary education, designations, experience and training required to provide the services outlined in Schedule "A". This evidence must be submitted with the Proposal.

The qualifications that a candidate for the position of Integrity Commissioner should possess include, but are not limited to, the following:

- Proven impartiality and neutrality, comparable to that of a judge;
- The ability to provide services on a part-time, flexible and as-needed basis;
- Being an independent person who personifies high ethical standards;
- Experience managing sensitive inquiries, conducting investigations and making appropriate recommendations;
- Excellent oral and written communication skills;
- Familiarity with investigatory procedures and applicable legal principles, particularly as they relate to evidence, legal interpretation, and the rules of natural justice;
- Knowledge and understanding of municipal government;
- Ability to interpret and apply the provisions of various statutes, regulations, policies, and other enabling documents;
- Proven ability to conduct research and detailed investigations;
- At least seven years of senior-level management, legal, tribunal, or judicial experience, with preference being given to those with legal or judicial experience; and
- Experience with other municipalities or government agencies.

The Town may investigate, as it deems necessary, to determine the ability of the Proponent to provide the Services, and the Proponent shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any quotation if the evidence submitted by, or investigation of, a Proponent fails to satisfy the Town that the Proponent is qualified to carry out the obligations of the contract.

## **Submission Requirements**

All proposals must be submitted using the Town's Bidding System. No hard copy submissions will be accepted. Proposals must be received by the Bidding System on or before the Submission Deadline:

**Date: Friday, February 15, 2019**  
**Time: 12:00 p.m.**

Any Proposal submitted after the Submission Deadline will not be considered or evaluated.

Proponents are cautioned that the time stamp on their Proposal is based on when the Proposal is received by the Bidding System, not when it is submitted by a Proponent. Since the transmission of a Proposal can be delayed in an "internet traffic jam" due to a number of different factors (i.e. file transfer size, transmission speed, etc.), the Town recommends that Proponents allow sufficient time to upload their Proposal and attachments, if applicable, and to resolve any issues which may arise.

Proponents should contact the Town Representative listed below, at least twenty-four (24) hours prior to the Submission Deadline if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their bid was submitted successfully. Contact the Town Representative immediately, if a confirmation email is not received.

The Bidding System will not accept late Proposals.

### **Addenda**

Amendments or changes to this RFP will only be issued through the Town's Bidding System. It is the sole responsibility of the Proponent to check the Bidding System (<https://kingsville.bidsandtenders.ca>) to inform itself of any issued Addenda. Proponents should check online prior to submitting their Proposal and up until the Submission Deadline in the event additional addendums are issued.

Addendum/Addenda will be issued through the Bidding System, at least 48 hours prior to the Submission Deadline. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.

In the event an addendum is issued within 48 hours of the Submission Deadline, the Town may extend the Submission Deadline.

### **Alterations to or Withdrawal of Proposals**

The Proponent may withdraw any Proposal, or submit a new Proposal, prior to the Submission Deadline. After the Submission Deadline, any Proposal not withdrawn becomes irrevocable.

In the event that a Proponent submits multiple Proposals, the last Proposal submitted shall supersede and invalidate all previous Proposals submitted by the Proponent.



## **Proposal Validity**

Proposals will be open for acceptance by the Town for at least 90 days after the Submission Deadline.

## **Confirmation of Proponent's Intent to be Bound**

By submitting the Proposal, the Proponent agrees to all of the terms and conditions in the RFP, including the following:

- a. The Proponent has carefully read and examined the entire RFP;
- b. The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- c. The Proponent agrees to be bound by the statements and representations made in the Proposal.

## **Municipal Contact and Communications**

Any questions or requests for additional information related to this RFP shall be in writing and addressed to:

Jennifer Astrologo  
Director of Corporate Services/Clerk  
Email: [jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca)

Requests received verbally will not be accepted.

A Proponent shall not contact or make any attempt to contact any member of Council, or member of any evaluation committee, or any officer or employee of the Town other than the above designated contact person with respect to the Proponent's Proposal, this RFP, or the submission process until the contract has been awarded. Contacting Town employees or Council in this manner will be considered grounds for disqualification in the bidding and selection process.

## **Proposal Contents**

The Proponent shall adhere to the format set out in this RFP when preparing their submission. Failure to comply with this requirement may, in the Town's sole and absolute discretion, result in the Proposal being disqualified from consideration. The Proposal shall be signed or otherwise authorized by a person authorized to bind the Proponent to the execution of a contract for services on behalf of the Proponent.

In addition to any other provision in this RFP, the following information shall be submitted as part of the Proposal:

### **Part 1 – Proponent Qualifications**

1. The Proponent's name and contact information, including, mailing address, telephone number, email address, and the name and contact information of the Proponent's representative.
2. A general description of the Proponent's business, including any and all specific relevant expertise.
3. The name, title, and curriculum vitae of the proposed Integrity Commissioner.
4. The name, title and curriculum vitae for any staff to which work may be delegated, if applicable.
5. A description of support staff and resources available, if applicable.
6. Proof of Professional Liability Insurance maintained by the Integrity Commissioner at his/her own expense, covering the provision of services outlined in this RFP in an amount of no less than two million dollars (\$2,000,000).

### **Part 2 – Proposed Work Plan**

7. A Statement acknowledging an understanding of the services required from the Integrity Commissioner as stated in this RFP.
8. A description of the Proponent's plan for the provision of the Services listed in Schedule "A", including:
  - a. A plan to ensure that the work will be assigned and performed by the Proponent such that the quality of work, cost effectiveness and avoidance of duplication of work will be achieved;
  - b. A work plan setting out proposed response times and any communication and co-ordination procedures that the Proponent proposes, including a protocol for the confidential receipt and forwarding of complaints;
  - c. Information as to how the Proponent will handle multiple contracts from municipalities including response times and an outline of processes that will be followed to assure that all concurrent projects will be prioritized, investigated, and completed with equal priority;
  - d. A plan to avoid a potential conflict that may arise in the event that the Integrity Commissioner has provided advice to a Member of Council and that matter is now the subject of an investigation request; and
  - e. A plan to avoid a potential conflict of interest where the Integrity Commissioner has an actual or apparent conflict of interest.

### **Part 3 – References**

9. A minimum of three separate professional/client references describing projects of similar scope and scale completed by the Proponent in the last five years. Each reference should include:
  - a. The identity of the reference, including a contact name, address and phone number for the reference; and
  - b. A brief description of the type of the work the Proponent has done for the reference either as an Integrity Commissioner or in a similar/complementary role reflective of the services and qualifications sought by this RFP.

#### **Part 4 – Fee Schedule**

10. A detailed fee schedule, exclusive of HST, including:
  - a. The rate for the Proponent and any delegate and/or employee to whom work may be assigned; and
  - b. Any additional costs (i.e. travel, accommodations, other disbursements) for which the Town may be billed in relation to the provision of Integrity Commissioner services.
11. The Proponent is encouraged to provide an alternative fee structure as may be available to the Town, such as block billing, per diem rates, annual caps on fees etc.

#### **Proposal Evaluation**

Proposals will be evaluated on the basis of the information provided by the Proponent. Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may result in the Proposal being deemed deficient.

The Town shall specifically consider the below information in evaluating the Proposal at the listed weighting.

1. The qualifications of the Proponent (40%);
2. The quality of the Proponent's work plans for the provision of services outlined in Schedule "A" (30%);
3. The cost of the services (20%); and
4. References (10%);

The Town shall exercise absolute discretion in the evaluation of the Proposal and is not required to provide any reasons to the Proponent in relation to the evaluation of the Proposal, including the rejection of the Proposal.

## **Notice of Acceptance**

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written contract will constitute a contract for services. No Proponent will acquire any legal or equitable rights or privileges relative to the provision of services under this RFP until the occurrence of both such events.

The Proponent acknowledges that the contract will become a record available to the public.

## **Execution of the Contract**

By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Town on substantially the same terms and conditions set out in this RFP, the Proposal and such other terms and conditions to be finalized to the satisfaction of the Town.

The term of the contract shall be for a period of two years from the date of appointment by Council, with an option to renew the contract for an additional term of two years on mutual agreement of both parties.

In the event that the contract cannot be executed within 45 days of acceptance, the Town may, in its sole discretion at any time thereafter, terminate discussions with that Proponent, and undertake such steps as it deems appropriate in respect of the RFP, including negotiations with any other Proponent, termination of the RFP process, or any other decision as listed in the section titled "Rights Reserved by the Town".

## **Conflict of Interest**

Proponents submitting a Proposal in response to this RFP shall disclose, prior to the submission of their Proposal, any potential direct or indirect conflict of interest. The Town may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved to the Town's satisfaction. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of the contract to the Proponent altogether and award the contract to the next qualified Proponent.

The failure to disclose a conflict of interest, or a potential conflict of interest, may result in the disqualification of the Proposal at the Town's sole and absolute discretion.

## **Limitation of Damages**

The Town shall not, under any circumstances, be responsible or liable for any costs, expenses, losses or any direct or indirect damages incurred or suffered by a Proponent or any third party resulting from the Town exercising any of its express rights under this RFP or exercising any rights that which may be implied in the circumstances.

Proponents are solely responsible for any costs incurred by the Proponent in the preparation or submission of its Proposal or participation of the RFP process.

## **Accommodation for Proponents with Disabilities**

The Town is committed to providing equal treatment to persons with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the applicable legislation, the Town will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a Proponent requires this RFP in a different format to accommodate a disability, the Proponent must contact the municipal contact person listed in this RFP as soon as possible and in any event, prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting Proponent and all addenda will be issued in such different format only to the requesting Proponent.

## **Freedom of Information/Submission Confidentiality**

The Town will treat all Proposals as confidential. However, the Town is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")* and therefore, cannot guarantee that information forwarded to it by a Proponent will not be disclosed in response to a freedom of information request.

Therefore, Proponents are encouraged to identify in their submission any information which they feel is confidential and which should remain confidential. In doing so, Proponents must specify their reasons and the specific sections of *MFIPPA* which support the claim of confidentiality.

Confidential information must be included in a separate section of the submission. This will facilitate the ability to make other parts of the Proposal available to the public.

In all circumstances, the provisions of *MFIPPA* will prevail.

## **Compliance with Applicable Legislation**

The successful Proponent must comply with all applicable provincial and federal legislation in the performance of its obligations under any contract with the Town, including but not limited to the *Occupational Health and Safety Act*, the *Ontario Human Rights Code*, the *Pay Equity Act*, the *Accessibility for Ontarians with Disabilities Act*, and the *Workplace Safety and Insurance Act*, or any successor legislation and provide to the Town, upon request, written reports confirming such compliance.

## **Rights Reserved by the Town**

The Town reserves the right in its sole discretion to accept the Proposal which it deems to be in its best interest.

Without limiting the generality of the RFP, the Town reserves the right in its sole discretion and at any time during the RFP process:

- Reject any or all of the Proposals and re-issue a RFP;

- Accept any Proposal;
- If only one Proposal is received, elect to accept or reject it;
- Accept the Proposal from a Proponent, other than the Proponent whose Proposal reflects the lowest cost to the Town;
- Elect not to proceed with the RFP;
- Alter the timetable, the RFP process, or any other aspect of this RFP;
- Cancel this RFP at any time prior to the acceptance of a Proposal and to obtain the Services through an alternative process;
- Request clarification from a Proponent;
- Check references other than those provided by the Proponent;
- Waive any non-material irregularity, defect or deficiency in any Proposal; and
- Reject any Proposal based upon past performance, or any material error, omission, or misrepresentation in the Proposal.

## **Warranties**

In addition to any other warranties set out herein, the Proponent warrants the following:

- The Proponent has any approval, permit or licence required by an federal, provincial, or municipal statute, regulation or by-law and will comply with same in providing the Services;
- The Proponent is not disqualified from providing the Services by virtue of any order, regulation or prohibition;
- The Proponent, its delegates and/or employees are qualified to provide the Services, have and maintain all necessary accreditations and have not been disqualified from providing any of the Services by virtue of any act or omission of that person;
- The Proponent possesses the requisite authority to enter into a contract with the Town; and
- The Proponent has ownership of any information and Intellectual property necessary for the provision of the Services and is entitled to disclose same to the Town.

## **Declaration**

The Proponent, but submission of a Proposal, declares that:

- (a) The Proponent has carefully reviewed the entire RFP, including the required deliverables and specifications;
- (b) No one other than the Proponent has any interest in this Proposal or in the assignment of the pending contract from this Proposal;

- (c) The Proposal was made without connection, knowledge, comparison of figures or arrangement with any other Proponent and is in all respects fair and without collusion for fraud;**
- (d) All statements, information, and representations made in the Proposal are true and accurate;**
- (e) No member of Council or employee of the Town has any direct or indirect pecuniary interest in this Proposal;**
- (f) The person submitting the Proposal is an authorized signing officer of the Proponent and is authorized to submit this Proposal on behalf of the Proponent; and**
- (g) By submitting this Proposal, the Proponent agrees and recognizes that the Town may accept any Proposal in whole or in part, or elect to reject all Proposals.**

## **Schedule "A" – Provision of Services**

The Integrity Commissioner will provide the following services:

1. Upon request, provide advice to Council or a Local Board, or the members of same, regarding the following:
  - a. The application of the Code of Conduct.
  - b. The application of any procedures, rules and policies of the Town and local boards governing the ethical behaviour of members of Council and of Local Boards.
  - c. The application of sections 5, 5.1, and 5.2 of the *Municipal Conflict of Interest Act*, to members of Council and of Local Boards.
  - d. Their obligations under the Code of Conduct applicable to the member.
  - e. Their obligations under a procedure, rule, or policy of the Town or Local Board, as the case may be, governing the ethical behaviour of members.
  - f. Their obligations under the *Municipal Conflict of Interest Act*.
2. Upon the request of Council, provide such training and hardcopy reference materials for members of Council and Local Boards and the public regarding the role of the Integrity Commissioner, the Code of Conduct and the *Municipal Conflict of Interest Act*. In this regard, the Integrity Commissioner may also be requested to prepare or edit written materials and content for the Town's website or otherwise for distribution to the public to aid in the understanding of the role of Integrity Commissioner, the Code of Conduct, and the *Municipal Conflict of Interest Act*.
3. Upon receipt of a complaint regarding the conduct of a Member, assess the validity of the complaint to determine if it is appropriate, within the mandate of the Integrity Commissioner, to investigate and if so, whether a full investigation is warranted.
4. In the appropriate circumstances, initiate an inquiry, in accordance with section 223.4 of the *Act*, as to whether a Member has contravened the Code of Conduct and take such further action as deemed necessary and as authorized by that section.
5. In the appropriate circumstance, initiate an inquiry, in accordance with 223.4.1 of the *Act*, as to whether a Member has contravened sections 5, 5.1, or 5.2 of the *Municipal Conflict of Interest Act* and take such further action as deemed necessary and as authorized by section 223.4.1.
6. Be responsible for performing his or her set of duties independently, and shall report directly to Council in respect of all such matters. In addition to any requirements that may be set out in the *Act*, file an annual report to Council respecting the advice, education provided and inquiries undertaken in the previous year and to advise of any developments or recommendations of significance related to the role of Integrity Commissioner.



**Kingsville Proposal****Part 1**

1. Paul D. Watson, 84 Dover St., Unit 1, P.O. Box 661, Chatham, Ontario. N7M 5K8  
519-351-7721/ [paul@pauldwatsonlawoffice.com](mailto:paul@pauldwatsonlawoffice.com)
2. I am a lawyer with 34 years of experience. I am the Integrity Commissioner for Chatham-Kent. I have been "on-call" for Kingsville if needed.
3. CV attached.
4. I will not be delegating to staff.
5. I have a staff of 4 assistants, including a paralegal and a senior law clerk.
6. Proof of Insurance attached. I carry \$ 2 million liability insurance.

**Part 2 – Proposed Work Plan**

7. I understand the services required from the Integrity Commissioner as stated in the RFP. The work is almost identical in scope to my current work for Chatham-Kent.
8. I will provide the services outlined in Schedule "A" in the same manner that I am currently for Chatham-Kent. I am available to Councillors and members of the public by phone, e-mail or in person as required. More particularly:
  - a. I will ensure that matters referred to me are prioritized and are dealt with in a timely, professional and cost effective manner. There will be no duplication of work.
  - b. I can provide a standard complaint form that will be available to the public through the Clerk's "office or directly from me. When receiving an initial complaint, my first step is to determine whether or not the complaint is "frivolous or vexatious". Many complaints are outside of the scope to the Code of Conduct or Conflict of Interest legislation.  
I will then encourage the complainant to try and resolve the matter informally and will assist in mediating the complaint. It will remain the right of the complainant to request that I proceed with the complaint if it cannot be resolved.
  - c. I am a fulltime lawyer in a general practice and have been managing a case load that involves multiple clients for 34 years. I am currently an Integrity Commissioner only for Chatham-Kent. I have been able to prioritize Chatham-Kent matters and will do so for Kingsville with equal priority.
  - d. & e. If I have given advice to a Councillor and the matter is now the subject of an investigation request, I would first determine whether or not the matter requires further investigation. The Councillor is entitled to rely on the advice of the Integrity Commissioner. In the event that the Councillor did not provide the Integrity Commissioner with all of the relevant facts prior to receiving an opinion, I would in all likelihood investigate the matter further. If I determine at any time that I am in a potential or actual conflict of interest and the matter requires an independent investigation, I would meet with Kingsville administration and recommend the hiring of an "outside" Integrity Commissioner or some other independent person to investigate.

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 39 - 2019

---

### **Being a By-law authorizing the entering into of an Agreement with Cheema Cleaning Services Ltd. for the Janitorial Service Maintenance of various Municipal Buildings**

**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;

**AND WHEREAS** The Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter into an Agreement with Cheema Cleaning Services Ltd. for the Janitorial Service Maintenance of various Municipal Buildings

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

1. **THAT** the Town enters into and executes with Cheema Cleaning Services Ltd. 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 8<sup>th</sup> DAY OF APRIL, 2019.**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**

**JANITORIAL SERVICE MAINTENANCE  
of  
VARIOUS MUNICIPAL BUILDINGS**

**SECTION 3**

**FORM  
OF  
AGREEMENT**

**THE JANITORIAL SERVICE MAINTENANCE OF THE  
VARIOUS TOWN OF KINGSVILLE BUILDINGS**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made in quadruplicate the 1 day of April in the year 2019,  
by and between:

THE CORPORATION OF THE TOWN OF KINGSVILLE,  
*herein (and in the General Conditions) called the "OWNER"*

-and-

CHEEMA CLEANING SERVICES LTD.  
*herein and in the General (Conditions) called the "CONTRACTOR"*

WITNESSETH: that the owner and the Contractor undertake agree as follows:

**ARTICLE 1**

The Contractor shall:

- a) Provide all the materials and perform all the work shown on the described in the document titled: THE JANITORIAL SERVICE MAINTENANCE OF VARIOUS KINGSVILLE MUNICIPAL BUILDINGS which have been assigned in duplicate by both parties and attached to and forming part of this agreement.
- b) Do and fulfill everything indicated by this Agreement; and
- c) Commence the Contract on April 1<sup>st</sup> 2019 and complete substantially all work by March 31<sup>st</sup> 2022.

**ARTICLE 2**

The Special Information for Tender, Information to Tenderers, Special Conditions, Specifications, Form of Tender, and any Addendum are all to be read and form part of the Agreement and the whole shall constitute the Contract between the parties and it shall ensure to the benefit of and be binding upon them and their successors, executors, administrators, and their assigns.

**ARTICLE 3**

- a) The Owner pay the Contractor in lawful money of Canada for the performance of the contract, the sum of \$73,668.00 excluding H.S.T. for the 1<sup>st</sup> year (April 1<sup>st</sup> 2019-March 31<sup>st</sup> 2020) and the sum of \$73,668.00 excluding H.S.T. for the 2<sup>nd</sup> year (April 1<sup>st</sup> 2020-March 31<sup>st</sup> 2021) and the sum of \$73,668.00 excluding H.S.T. for the 3<sup>rd</sup> year (April 1<sup>st</sup> 2021-March 31<sup>st</sup> 2022) subject to such additions and deductions as may properly be made under the terms of the Contract. The quantities contained in the Schedule of quantities are approximate only, and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the Contract.

- b) Should the quantities of complete work of any individual item, having a value of 10 percent or more of the amount of the Contract as shown in the above mentioned scheduled, vary 20 percent or more from the quantities stated in such schedule, either the Owner or the contractor may request a revision of the unit price for the item so affected, and both parties agree that under such conditions an equitable revision of the price shall be made.
- c) If the owner orders in writing the performance of any work not covered or included in the Specifications that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be reached upon, then such work shall be performed on a cost plus percentage basis.
- d) In the event the contractor is requested to do additional work included in this contract, the contractor is to submit a bill to include work based on unit price, outlined in the contract.

#### **ARTICLE 4**

- a) The Owner shall:
  - Pay on account thereof for the value of work as follows:
  - On a Monthly Basis upon receipt of the invoice
- b) Notwithstanding the provisions contained in Clause (a) above – If on account of climatic or other conditions reasonably beyond the Contractor's control there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, by the Owner may withhold a sufficient and reasonable sum, until the uncompleted work is finished and such sum as will adequately protect the Owner against lien.

#### **ARTICLE 5**

Extra work performed pursuant to Clause (c) of Article 3 for which no unit price, lump sum or other basis is agreed upon shall be performed on a cost percentage basis of payment as set out below:

- a) The cost of the work shall consist of:
  - direct wages and salaries of workmen, equipment operators, foremen, superintendents, clerks and such other personnel, as may be specifically approved by the Owner, employed directly on the extra work at the site.
  - cost of materials installed in or used in connection with the work (excepting materials paid for under the other provisions or supplied by the Owner) and applicable sales taxes.
- b) The Contractor shall keep daily records of time and materials expended on extra work which shall be checked and confirmed by the Owner at the time the extra work is performed. Invoices, payroll records and other data necessary to substantiate the amounts for payment shall support records. All accounts for extra work shall be subject to the approval of the Owner as applicable to the extra work.

**ARTICLE 6**

**General Liability Insurance** – The Contractor covenants and agrees that he will carry general liability insurance for the operation of his/her equipment and the carrying out of his/her work under his/her equipment and the carrying out of his/her work under this contract to the extent of \$2,000,000.00. The Contractor covenants and agrees to name the municipality as co-insurer for the extend of the contract.

**ARTICLE 7**

Time shall be deemed to be the essence of this Contract.

**ARTICLE 8**

In case of any inconsistency or conflict between the provisions of this Agreement and the Specifications, or General Conditions, Information to Tender, or Special Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- |                            |                            |
|----------------------------|----------------------------|
| 1. This Agreement          | 5. Form of Tender          |
| 2. Addenda (if applicable) | 6. Information to Tenderer |
| 3. Special Conditions      | 7. General Conditions      |
| 4. Specifications          |                            |

**ARTICLE 9**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Contractor at:

Company Name: Cheema Cleaning Services Ltd.

Contact Person: Garry Cheema

Phone Number: 905-951-7156

Mobile Phone Number: 416-566-2290

Email: [accounting@ccsclean.ca](mailto:accounting@ccsclean.ca)

**ARTICLE 10**

All terms and conditions, including Article 3 of this agreement shall be for a three-year period.

Either party may request consideration for an extension of the Contract annually by submitting said request in writing at least 30 days prior to the conclusion of the current contract. If an extension is mutually agreed upon the current contract price will be increased by the average Consumer Price Index annually for the length of the extension.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written, and have hereunto affixed their Corporate Seals as attested by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

In the Presence of

  
WITNESS

  
CONTRACTOR

\_\_\_\_\_  
MAYOR  
TOWN OF KINGSVILLE

\_\_\_\_\_  
CLERK  
TOWN OF KINGSVILLE



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 40 - 2019

---

### **Being a By-law authorizing the entering into of an Agreement with Mill-Am Corporation for the 2019 Urban Road Program (File No. 19-101 Lansdowne Avenue)**

**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;

**AND WHEREAS** The Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter an Agreement with Mill-Am Corporation for the 2019 Urban Road Program (File No. 19-101 Lansdowne Avenue).

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

1. **THAT** the Town enters into and executes with Mill-Am Corporation an Agreement for the 2019 Urban Road Program (File No. 19-101 Lansdowne Avenue) 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  
8<sup>th</sup> DAY OF APRIL, 2019.**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**

**Contract Agreement**

File No. 19-101  
2019 URBAN ROAD PROGRAM

THIS AGREEMENT made in triplicate this 11<sup>th</sup> day of March, 2019 A.D.

BETWEEN: THE CORPORATION OF THE TOWN OF KINGSVILLE  
(hereinafter called the "Owner")

OF THE FIRST PART

- and -  
Mill-Am Corporation  
(hereinafter called the "Contractor")

OF THE SECOND PART

**WITNESSETH**

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

**ARTICLE 1**

(a) A general description of the work is:

2019 Urban Road Program - Lansdowne Avenue

(b) )The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

**ARTICLE 2**

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for

the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Engineer and in accordance with the Contract and only to the extent of such extra or additional work.

### ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications & Specifications or General Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- |  |  |
|--|--|
| (1) This Agreement                           | (7) Supplementary Specifications, if any |
| (2) Addenda _____                            | (8) Specifications, if any               |
| (3) Special Provisions, if any               | (9) Standard Specifications, if any      |
| (4) Information to Tenderers                 | (10) Contract Drawings                   |
| (5) Supplementary General Conditions, if any | (11) Standard Drawings                   |
| (6) General Conditions                       | (12) Form of Tender                      |

### ARTICLE 4

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of:

Four Hundred Sixty Thousand Four Hundred Seventy Four and Sixty Cents  
 00/100 Dollars  
 (excluding HST) (\$ 460,474.60 )

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or Otherwise as may be provided in the Contract Documents attached hereto.

### ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner: **The Corporation of the Town of Kingsville**  
**2021 Division Road**  
**Kingsville, Ontario, N9Y 2Y9**

The Contractor: *Mill-Am Corporation*  
*2199 Blackacre Road*  
*Oldcastle, Ont., N0R 1L8*

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to any agent of the Engineer appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such agent a copy thereof shall likewise be delivered to the Engineer.

#### **ARTICLE 6**

A copy of each of the Specifications, Special Provisions, General Conditions, Form of Tender, Information for Tenderers and Addenda No. N/A is/are hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

#### **ARTICLE 7**

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

#### **ARTICLE 8**

Time shall be deemed the essence of this Contract

#### **ARTICLE 9**

The Contractor declares that in quoting for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his Quotation or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

#### **ARTICLE 10**

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.


  
\_\_\_\_\_  
Witness to Signature of Contractor

Address 2199 BLINKHORN DRIVE  
UNIT 700 OAKVILLE, ON  
NOR 1L0  
Occupation PROJECT MANAGER

Owner: **The Corporation of the Town  
of Kingsville**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk (Seal)

Contractor: MILL-AM CORPORATION  
Per: 

Per: Dominic Amicone  
(Seal)

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 41 - 2019

---

**Being a By-law authorizing the entering into of an Agreement with  
Mill-Am Corporation for the 2019 Urban Road Program  
(File No. 19-102 Heritage Road)**

**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;

**AND WHEREAS** The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter an Agreement with Mill-Am Corporation for the 2019 Urban Road Program (File No. 19-102 Heritage Road).

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

1. **THAT** the Town enters into and executes with Mill-Am Corporation an Agreement for the 2019 Urban Road Program (File No. 19-102 Heritage Road) 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  
8<sup>th</sup> DAY OF APRIL, 2019.**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**

## Contract Agreement

File No. 19-102  
2019 URBAN ROAD PROGRAM

THIS AGREEMENT made in triplicate this 11<sup>th</sup> day of March, 2019 A.D.

BETWEEN: THE CORPORATION OF THE TOWN OF KINGSVILLE  
(hereinafter called the "Owner")

OF THE FIRST PART

- and -  
Mill - Am Corporation  
(hereinafter called the "Contractor")

OF THE SECOND PART

### WITNESSETH

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

### ARTICLE 1

(a) A general description of the work is:

2019 Urban Road Program - Heritage Road

(b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

### ARTICLE 2

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for

the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Engineer and in accordance with the Contract and only to the extent of such extra or additional work.

### ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications & Specifications or General Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- |  |  |
|--|--|
| (1) This Agreement                           | (7) Supplementary Specifications, if any |
| (2) Addenda _____                            | (8) Specifications, if any               |
| (3) Special Provisions, if any               | (9) Standard Specifications, if any      |
| (4) Information to Tenderers                 | (10) Contract Drawings                   |
| (5) Supplementary General Conditions, if any | (11) Standard Drawings                   |
| (6) General Conditions                       | (12) Form of Tender                      |

### ARTICLE 4

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of:

Two Hundred Forty thousand Three Hundred Fifty Three  
\_\_\_\_\_  
(excluding HST) (\$ 240,353.00 ) 00/100 Dollars

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or Otherwise as may be provided in the Contract Documents attached hereto.

### ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner:                    **The Corporation of the Town of Kingsville**  
                                      **2021 Division Road**  
                                      **Kingsville, Ontario, N9Y 2Y9**

The Contractor:

Mill-Am Corporation  
2199 Blackacre Road  
Oldcastle, Ont., N0R 1L0



Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to any agent of the Engineer appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such agent a copy thereof shall likewise be delivered to the Engineer.

#### **ARTICLE 6**

A copy of each of the Specifications, Special Provisions, General Conditions, Form of Tender, Information for Tenderers and Addenda No. N/A is/are hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

#### **ARTICLE 7**

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

#### **ARTICLE 8**

Time shall be deemed the essence of this Contract

#### **ARTICLE 9**

The Contractor declares that in quoting for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his Quotation or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

#### **ARTICLE 10**

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.



Witness to Signature of Contractor

Address 6199 BALCONIE DRIVE

UNIT 700 OLDCASTLE ON

NOR 120

Occupation PROJECT MANAGER

Owner: **The Corporation of the Town of Kingsville**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk (Seal)

Contractor: MILL-AM CORPORATION



Per: \_\_\_\_\_

Per: DOMINIC AMICONE  
(Seal)

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 42 - 2019

---

**Being a By-law authorizing the entering into of an Agreement with Mill-Am Corporation for the 2019 Urban Road Program (File No. 19-105 Cedarhurst Subdivision Urban Road Program)**

**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;

**AND WHEREAS** The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter an Agreement with Mill-Am Corporation for the 2019 Urban Road Program (File No. 19-105 Cedarhurst Subdivision Urban Road Program).

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

1. **THAT** the Town enters into and executes with Mill-Am Corporation an Agreement for the 2019 Urban Road Program (File No. 19-105 Cedarhurst Subdivision Urban Road Program) 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 8<sup>th</sup> DAY OF APRIL, 2019.**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**

## Contract Agreement

File No. 19-105  
2019 URBAN ROAD PROGRAM

THIS AGREEMENT made in triplicate this 11<sup>th</sup> day of March, 2019 A.D.

**BETWEEN:** THE CORPORATION OF THE TOWN OF KINGSVILLE  
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

Mill-Am Corporation  
(hereinafter called the "Contractor")

OF THE SECOND PART

### WITNESSETH

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

### ARTICLE 1

(a) A general description of the work is:

File No. 19-105 – Cedarhurst Subdivision Urban Road Program

(b) )The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

### ARTICLE 2

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for

the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Engineer and in accordance with the Contract and only to the extent of such extra or additional work.

### ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications & Specifications or General Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- |  |  |
|--|--|
| (1) This Agreement                           | (7) Supplementary Specifications, if any |
| (2) Addenda _____                            | (8) Specifications, if any               |
| (3) Special Provisions, if any               | (9) Standard Specifications, if any      |
| (4) Information to Tenderers                 | (10) Contract Drawings                   |
| (5) Supplementary General Conditions, if any | (11) Standard Drawings                   |
| (6) General Conditions                       | (12) Form of Tender                      |

### ARTICLE 4

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of:

Five Hundred Sixty Six Thousand One hundred Seventy Five  
00/100 Dollars  
(excluding HST) (\$ 566,175.00)

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or Otherwise as may be provided in the Contract Documents attached hereto.

### ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner:                      **The Corporation of the Town of Kingsville**  
   **2021 Division Road**  
   **Kingsville, Ontario, N9Y 2Y9**

The Contractor:

Mill-Am Corporation  
2199 Blackacre Road  
Oldcastle, On, N0R 1L0

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to any agent of the Engineer appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such agent a copy thereof shall likewise be delivered to the Engineer.

#### **ARTICLE 6**

A copy of each of the Specifications, Special Provisions, General Conditions, Form of Tender, Information for Tenderers and Addenda No. N/A is/are hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

#### **ARTICLE 7**

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

#### **ARTICLE 8**

Time shall be deemed the essence of this Contract

#### **ARTICLE 9**

The Contractor declares that in quoting for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his Quotation or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

#### **ARTICLE 10**

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.



Witness to Signature of Contractor

Address 2199 BLACKAZEE DRIVE

UNIT 700 OLDCASTLE, ON

NOV 11/0

Occupation PROJECT MANAGER

Owner: **The Corporation of the Town of Kingsville**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk (Seal)

Contractor: W H A M CORPORATION

Per:  \_\_\_\_\_

Per: Dominic Amicone  
(Seal)

# **THE CORPORATION OF THE TOWN OF KINGSVILLE**

## **BY-LAW 43-2019**

---

### **Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville**

**WHEREAS** By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

**AND WHEREAS** the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

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

1. Schedule "A", Map 54 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as, Part of Lot 11, Concession 2 ED, and shown on Schedule 'A' cross-hatched attached hereto from 'Residential Zone 2, Rural/Urban - Holding (R2.2(h))' to 'Residential Zone 2, Rural/Urban (R2.2)'
2. This by-law shall come into force and take full effect from the date of passing by Council and in accordance with Section 36 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
8<sup>th</sup> DAY OF APRIL, 2019.**

---

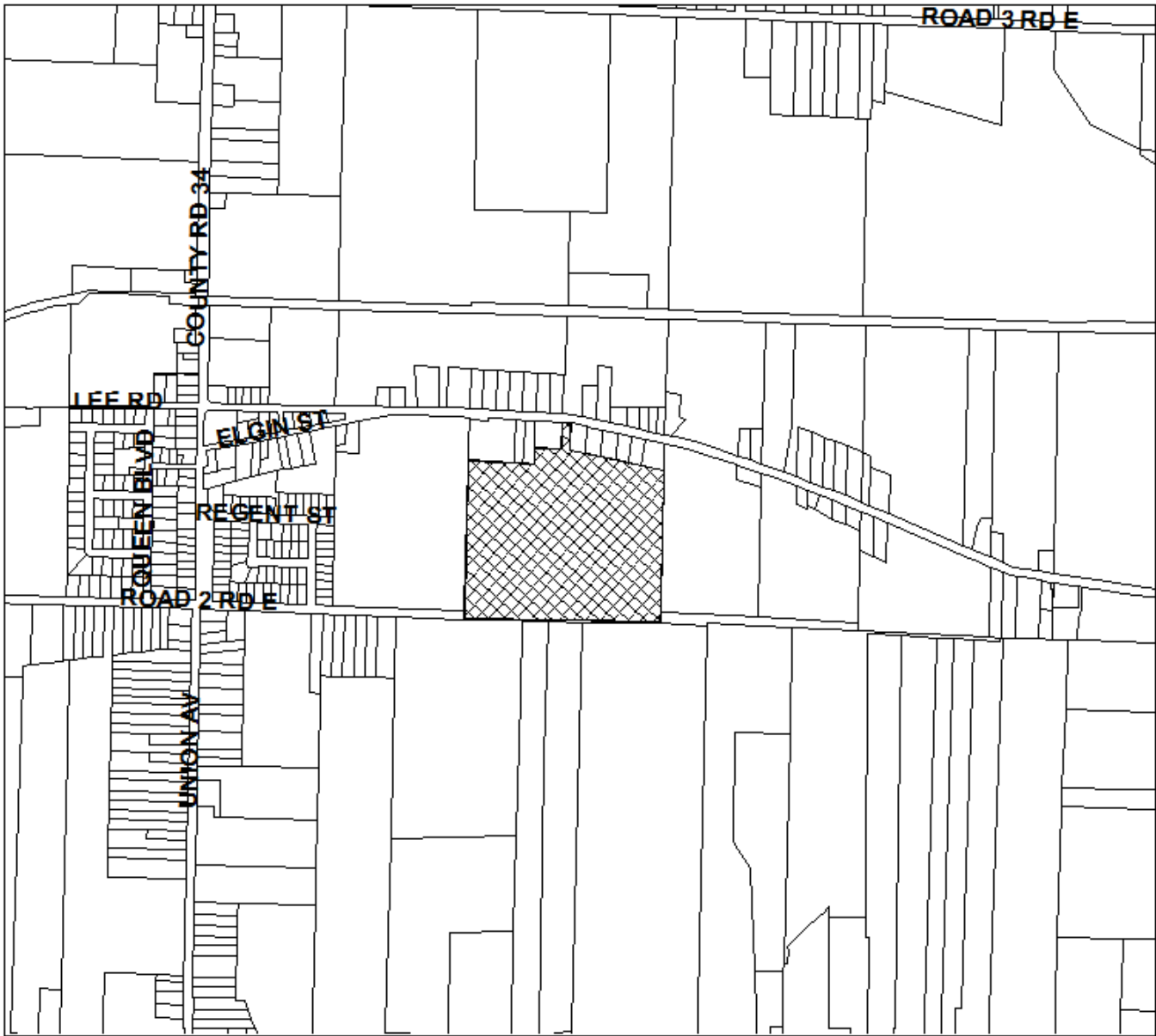
**MAYOR, Nelson Santos**

---

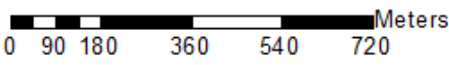
**CLERK, Jennifer Astrologo**




Schedule 'A'



Part of Lot 11, Concession 2 ED  
Draft Plan 37-T-13002 - Plan 12M 649 & Plan 12M 651  
Zoning By-law Amendment ZBA/06/19



 Schedule "A", Map 54 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Residential Zone 2 Rural/Urban - holding (R2.2 (h))' to 'Residential Zone 2 Rural/Urban (R2.2)'

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 44-2019

---

### Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its April 8, 2019 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 April 8, 2019 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  
8<sup>th</sup> DAY OF APRIL, 2019.**

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**