

# REGULAR MEETING OF COUNCIL AGENDA

Monday, March 9, 2020, 5:30 PM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

**Pages** 

### A. CALL TO ORDER

### B. CLOSED SESSION

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

- i) Subsection 239(2)(f) advise that is subject to solicitor-client privilege, including communications necessary for that purpose; being an update from Solicitor David Halliwill regarding 190 Main St. East, being Part of Lot 1, Concession 2, ED Part 2, 12R 26799; and
- ii) Section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; being an update from Solicitor Dave Sundin regarding Main St. West expropriation; and
- iii) Section 239(2)(d) labour relations or employee negotiations

#### Recommended Action

Pursuant to section 239 of the *Municipal Act, 2001,* Council enter into Closed Session.

- C. MOMENT OF SILENCE AND REFLECTION
- D. PLAYING OF NATIONAL ANTHEM

### E. DISCLOSURE OF PECUNIARY INTEREST

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

### F. REPORT OUT OF CLOSED SESSION

### G. PRESENTATIONS/DELEGATIONS

- 1. Anne Marie Lemire, to submit a petition supporting the preservation of 183 Main St East
- 2. Kingsville Municipal Heritage Advisory Committee--Chair S. Sacheli to present the Committee's Report and recommendation to Council on 183 Main Street East
  - i) Report 183 Main St E
  - ii) Heritage Evaluation Score Sheet

### **Recommended Action**

That Council considers the recommendation of the Kingsville Municipal Heritage Advisory Committee regarding the initiation of the designation process for 183 Main Street E.

- 3. Ed Hooker, request dated February 28, 2020 RE: Cottam Solar Development
- Joanne Winger, request dated March 4, 2020 RE: Fees and Charges Bylaw

#### H. MATTERS SUBJECT TO NOTICE

- 1. ENGINEER'S REPORT CONSIDERATION-Branch of the Smith Newman Drain, Town of Kingsville
  - K. Vegh, Drainage Superintendent
  - i) Notice of Meeting to Consider the Engineer's Report, dated February 7, 2020;
  - ii) Engineer's Report, dated October 7, 2019 (RC Spencer Associates Inc. Project No.: 17-691)
  - iii) Proposed By-law 16-2020, being a By-law to provide for the repair, improvement and extension of the and subsequent maintenance schedules for the Branch of the Smith Newman Drain in the Town of Kingsville

### **Recommended Action**

That Council adopts the Engineer's Report dated October 7, 2020 (RC Spencer Associates Inc. Project No. 17-691); read By-law 16-2020, being a by-law to provide for the repair, improvement and extension and subsequent maintenance schedules for the Branch of the Smith Newman Drain in the Town of Kingsville, in the County of Essex.

2. PUBLIC MEETING Applicant for Zoning By-law Amendment ZBA/01/20

1

# byChris and Lori King1681 Division Road North (County Road 29)PT Lot 1, CON 1, WD, 12R24704 Parts 1 & 3Roll No. 3711 320 000 07900

- K. Brcic, Town Planner
- i) Notice of Zoning By-law Amendment, dated February 13, 2020
- ii) Report of Town Planner K. Brcic, dated March 2, 2020 together with attached Appendices A to D
- iii) Proposed By-law 29-2020, 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/01/20 to rezone the subject lands at 1681 Division Road North (County Road 29), Part Lot D, Con 1, WD, 12R24704 Parts 1 & 3, Town of Kingsville, from 'Rural Residential Exception 11 (RR-11)' to 'Rural Residential Exception 13 (RR-13)' and adopt the implementing by-law.

# 3. PUBLIC MEETING Application for Removal of the H-Holding Symbol ZBA/02/2020

120

- R. Brown, Manager of Planning Services
- i) Notice of an Intention to Pass an Amending By-law to Remove a Holding Symbol, dated February 5, 2020;
- ii) Report of R. Brown, Manager of Planning Services, dated February 6, 2020 together with attached Appendices A and B;
- iii) Proposed By-law 19-2020, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.
- iv) Correspondence from Joanne Winger, dated March 4, 2020 re: ZBA/02/2020

### **Recommended Action**

That Council approves zoning by-law amendment application ZBA/02/2020 to remove the H-Holding provision from the subject lands in order to permit development to proceed and adopt the implementing by-law, and

Council authorize the Mayor and Clerk to execute the development agreement between Cottam Solar Ltd. (Woodridge Estates Subdivision) in the community of Cottam for a 46 lot residential subdivision and direct administration to have the agreement registered on title.

### 4. PUBLIC MEETING--2020 Fee By-law Amendments

- R. McLeod, Director of Financial Services
- i) Notice of Consideration of Amendments to Fees and Charges By-law and Building Services Fees By-law, dated February 13, 2020;

- ii) Report of Director of Financial Services R. McLeod, dated March 3, 2020
- a) Proposed Fees and Charges By-law 24-2020, with attached Schedules A to E; and
- b) Proposed Building Fee Services By-law 25-2020, with attached Schedule A.
- iii) Report of Director of Financial Services R. McLeod, dated March 3, 2020
- a) Proposed Water and Sewer Rate By-law 26-2020

### **Recommended Action**

That Council adopts By-law 24-2020, being a by-law to impose fees and charges; and that Council adopts By-law 25-2020, being a by-law to regulate permits issued under the Building Code Act, set fees, and establish a Code of Conduct for the Chief Building Official and Inspectors.

#### **Recommended Action**

That Council adopts By-law 26-2020, being a by-law to impose a water rate and sewage rates.

#### I. AMENDMENTS TO THE AGENDA

### J. ADOPTION OF ACCOUNTS

1. Town of Kingsville Accounts for the monthly period ended February 29, 2020 being TD cheque numbers 0072110 to 0072445, for a grand total of \$1,606,903.60

### Recommended Action

That Council receives Town of Kingsville Accounts for the monthly period ended February 29, 2020 being TD cheque numbers 0072110 to 0072445 for a grand total of \$1,606,903.60.

### K. STAFF REPORTS

### 1. Purchase of Replacement Engine 216

229

C. Parsons, Fire Chief

### **Recommended Action**

That Council approves the acquisition of a replacement Fire Engine from Metalfab (Carrier Centres Emergency Vehicles) of Brantford Ontario for the purchase price of \$633,367.90 inclusive of the rebated HST assessed to the Fire Department Fleet Reserves (account # 01-121-360-72015).

### 2. Replacement SUV for Car 1

C. Parsons, Fire Chief

### **Recommended Action**

That Council approves the acquisition of a replacement SUV vehicle from Ken Knapp Ford of Essex, Ontario for the purchase price of \$41,934.28 inclusive of the rebated HST assessed to the Fire Department Fleet Reserves (account # 01-121-360-72016).

### 3. Design of Floating Docks at Cedar Island Boat Launch

233

D. Wolicki, Manager of Municipal Facilities and Properties

### **Recommended Action**

That Council receives the report and endorses the design of the floating docks system for the Cedar Island Boat Launch.

### 4. Kingsville's Christmas Tree Recycling Program

239

S. Martinho, Manager of Public Works

### **Recommended Action**

That Council receives information related to the revised Christmas Tree Recycling Program.

### 5. Fleet Replacement Report

242

S. Martinho, Manager of Public Works

#### Recommended Action

That Council approves the acquisition of the Fleet assets utilizing Fleet Management Reserves as follows:

One (1) 2020 Chevy Silverado pick-up truck for the Public Works Department for the purchase price of \$36,644.44 inclusive of the HST burden.

One (1) Olympia Ice Resurfacer for the Arena for the purchase price of \$104,856.24 inclusive of the HST burden.

One (1) 2020 Chevy Silverado pick-up truck for Parks and Recreation for the purchase price of \$35,291.69 inclusive of the HST burden.

One (1) 2020 Ford F-350 for the Environmental Service Department outfitted with a service body for the combined purchase price of \$69,559.49 inclusive of the HST burden.

One (1) 2020 Chevy Silverado pick-up truck for the Environmental Services Department for the purchase price of \$36,083.44 inclusive of the HST burden.

One (1) 2020 Chevy Silverado pick-up truck for the Building Department for the purchase price of \$34,839.00 inclusive of the HST burden.

#### 6. Sumac Drive Watermain-Award of Tender

S. Martinho, Manager of Public Works

### **Recommended Action**

That Council awards the Sumac Watermain Reconstruction project to Neven Construction Inc. in the amount of \$121,150.00 excluding HST and authorize the Mayor and Clerk to execute the agreement and draft the appropriate authorizing by-law.

#### 7. Main Street Development Policy Review and Interim Control By-law

252

R. Brown, Manager of Planning Services

#### Recommended Action

That Council receives the report on the Main Street Development Policy Review and Interim Control By-law for information purposes;

Approves the terms of reference for the establishment of a Main Street Development Review Committee, and

Directs administration to prepare a final interim control by-law for consideration at the March 23, 2020 meeting of Council.

### 8. Application for Part-lot Control Extension PLC/02/20 byBuilder Direct Buy CorporationLots 74 and 76 to 79 Plan 12M-552 1, 3, 5, 7, 9, 11, 13, 15, 21 & 23 Woodland Street, Millbrook Subdivision

K. Brcic, Town Planner

#### Recommended Action

That Council approves the further extension of Part-lot Control exemption, By-law 56-2017, to allow Lots 74 and 76, 77, 78 & 79 on Plan 12M-552 to continue to be exempt from Section 50(5) of the *Planning Act*, and that Council authorize and direct Planning Services to register the by-law (30-2020) on title.

#### 9. Greenhouse Policy Update - Official Plan and Zoning By-law Amendment

290

R. Brown, Manager of Planning Services

### Recommended Action

That Council approves zoning by-law amendment ZBA/17/19 to update the current zoning by-law standards for greenhouse development as established by the Greenhouse Policy Review Committee and amended through Council and public feedback and adopt the implementing by-law, and

Endorses the outlined Official Plan policies in Appendix A, established by the Greenhouse Policy Review Committee and amended through Council and public feedback, for inclusion in the 5-year Official Plan review process and associated amendment.

	10.	Statement of Remuneration & Expenses for 2019	299
		R. McLeod, Director of Financial Services	
		Recommended Action That Council receives the Statement of Remuneration & Expenses report for 2019.	
L.	BUS	INESS/CORRESPONDENCE-ACTION REQUIRED	
	1.	Group Hug Apparel, Proclamation Request for Down Syndrome Day dated March 4, 2020	305
		Recommended Action That Council proclaims March 21, 2020 World Down Syndrome Day in the Town of Kingsville.	
М.	MIN	JTES OF THE PREVIOUS MEETINGS	
	1.	Regular Meeting of CouncilFebruary 24, 2020	306
		Recommended Action That Council adopts Regular Meeting of Council Minutes dated February 24, 2020.	
N.	MIN	JTES OF COMMITTEES AND RECOMMENDATIONS	
	1.	Union Water Supply System Joint Board of Management - January 15, 2020	319
		Recommended Action That Council receives Union Water Supply System Joint Board of Management Meeting Minutes dated January 15, 2020	
	2.	Committee of Adjustment - January 21, 2020	324
		Recommended Action That Council receives Committee of Adjustment Meeting Minutes dated January 21, 2020	
	3.	Police Services Board- January 22, 2020	334
		Recommended Action That Council receives Police Services Board Meeting Minutes dated January 22, 2020	
	4.	Parks, Recreation, Arts and Culture Committee - January 23, 2020	340

### **Recommended Action**

That Council receives Parks, Recreation, Arts and Culture Committee Meeting Minutes dated January 23, 2020 together with Minutes of the following sub-committees:

Mettawas Park Fundraising - November 6, 2019

Fantasy of Lights - October 22, 2019

Migration Festival - October 8, 2019

### O. BUSINESS CORRESPONDENCE - INFORMATIONAL

1.	Town of BracebridgeResolution No. 20-GC-032/033 passed January 23, 2020 RE: Support for Ban of Single-Use Disposable Wipes	354
2.	County of HaliburtonCorrespondence from Warden Liz Danielsen dated February 3, 2020 RE: Tourism Oriented Destination Signage Fee Increases	356
3.	Township of MadocLetter of Support for Bill 156: Security from Trespass and Protecting Food Safety Act, dated February 11, 2020	357
4.	Municipality of Southwest MiddlesexCorrespondence dated February 13, 2020 RE: Southwest Middlesex Resolution regarding Government Bill 156	358
5.	Township of MadocCorrespondence received February 19, 2020 RE: Madoc support of Resolution from the Township of SpringwaterConservation Authorities	360
6.	Northumberland County CouncilResolution 2020-02-19- 55 passed February 19, 2020 RE: Conservation Authorities	364
7.	County of PeterboroughResolution passed February 19, 2020 RE: Bill 156 Security from Trespass and Protecting Food Safety Act	369
8.	Township of PuslinchCorrespondence dated February 20, 2020 RE: AMO's position on the Legislative Changes in Bill 132 with respect to the Aggregate Resources Act and the Safe Drinking Water Act	374
9.	Township of PuslinchCorrespondence dated February 20, 2020 RE: Support for ministers to allow for electronic delegation	378
10.	County of FrontenacCorrespondence dated February 21, 2020 RE: Frontenac County Council Resolution of Support for Conservation	380

### **Recommended Action**

That Council receives information items 1-10 as outlined.

### P. NOTICES OF MOTION

**Authorities** 

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

That Council receive a report as to what we do or require now for Bed and Breakfast, and Air B and B establishments, along with any recommendations that staff may be aware of, including safety, noise, public concerns and fees.

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

That the foot bridge at Lakeside Park be repaired before next winter; and that staff advise Council if this repair is in the five year plan.

### 3. Councillor Neufeld may move, or cause to have moved:

That a report be provided from Administration to investigate alternatives to using salt on the road and sidewalks.

### Q. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

### R. BYLAWS

1. **By-law 89-2019** 382

Being a by-law to amend By-law 1-2014, The Comprehensive Zoning By-law for the Town of Kingsville

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

2. By-law 16-2020 385

Being a by-law to provide for the Repair, Improvement and Extension and subsequent maintenance schedules for the Branch of the Smith Newman Drain in the Town of Kingsville, in the County of Essex

To be read a first and second time only.

3. By-law 19-2020 399

Being a by-law to amend By-law 1-2014, The Comprehensive Zoning By-law for the Town of Kingsville

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

4. By-law 24-2020 401

Being a by-law to impose fees and charges by The Corporation of the Town of Kingsville

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

5. By-law 25-2020 416

Being a by-law to Regulate Permits Issued Under the Building Code Act, Set Fees, and Establish a Code of Conduct for the Chief Building Official

and	Insn	ecto	rs
aria	пор	COLO	U

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

#### 427 6. By-law 26-2020

Being a by-law to impose a Water Rate and Sewage Rates

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

#### 438 7. By-law 29-2020

Being a by-law to amend By-law 1-2014, The Comprehensive Zoning Bylaw for the Town of Kingsville

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

#### 441 8. By-law 30-2020

Being a by-law to extend the exemption from Part Lot Control Pursuant to Section 50(7) of the Planning Act as provided for in By-law 56-2017 (Millbrook Subdivision, Stage II Phase 1 - Plan 12M-552)

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

#### 442 9. By-law 31-2020

Being a by-law authorizing the entering into of a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Municipal Modernization Program (MMP)

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

#### S. **CONFIRMATORY BY-LAW**

#### 466 1. By-law 32-2020

Being a by-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at is March 9, 2020 Regular Meeting

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

#### Т. **ADJOURNMENT**

#### BACKGROUND

The subject property is on the municipal register of properties of cultural heritage value or interest. Agent for the owners of the property on Feb. 12, 2020, gave notice to Council of their intent to demolish the home. Under the *Ontario Heritage Act*, Council has 60 days to allow the demolition or to prevent demolition by issuing a Notice of Intent to Designate. Council on Feb. 24 referred the matter to its Municipal Heritage Advisory Committee.

The KMHAC met Feb. 27 to review its research and to score the property.

The property scored 81/100, which categorizes it as a Class 1 building that exceeds the threshold for designation.

### RECOMMENDATION

The Kingsville Municipal Heritage Advisory Committee recommends Council issue a Notice of Intent to Designate the property at 183 Main Street East, to be known as the Esther Jasperson Campbell House.

### **RELEVANT LEGISLATION**

Under S. 34 (1) of the *Ontario Heritage Act*, the owners of designated properties are prohibited from demolishing a building without first receiving consent in writing from Council. Council can consent by repealing the designation bylaw.

Sections 31 and 32 of the Act allow for Council to repeal designation bylaws on its own initiative or by application by the property owner.

Kingsville's Official Plan states, "Land use patterns that may cause heritage preservation concerns should be avoided." Designation under S. 29 of the *Ontario Heritage Act* protects Council's ability to control land use patterns.

The Provincial Policy Statement says, "Significant built heritage resources and significant cultural heritage landscapes **shall** be conserved." Shall under the law means there is no discretion. Significant built heritage resources must be conserved.

Section 3 of the *Planning Act* states that land use planning decisions by municipalities and approval authorities "**shall** be consistent with the Provincial Policy Statement."

#### LEGAL PRECEDENTS

There are hundreds of examples of municipalities across the province designating properties after receiving notice of intent to demolish. The KMHAC undertook a review of cases that went before the Conservation Review Board and in almost all cases, the board recommended that the municipalities proceed with designation.

Appeals of Council decisions can be brought before the Conservation Review Board by the owner seeking demolition or other citizens seeking to prevent demolition.

The Ontario Heritage Act does not require a municipal council to seek or receive the consent of a property owner before designating a property. In fact, in November 2003, an Ontario Divisional Court decision in the case of Tremblay v. Lakeshore (Town) ruled the municipality had erred in adopting the policy that it would only designate properties at the request of property owners and that it would not designate properties over the objections of property owners.

In Tremblay v. Lakeshore, the court found:

- [15] The purpose of the Act is to provide for the conservation, protection and preservation of the heritage of Ontario. In order to protect the heritage of Ontario, municipalities have been given the power to designate the properties of their choice and thus suspend certain private property rights. Those provisions of the Act must be applied in such a way as to ensure the attainment of the legislature's objectives.
- [23, 26] Requiring the consent of the owner is not consistent with an overall reading of the Act.
- [24] The object of the Act is the conservation and protection of the heritage of Ontario. This may interfere with individual property rights. Accordingly, in requiring the consent of the owner as pre-condition to designation, the Town placed an unreasonable obstacle on its own discretionary powers thereby fettering its discretion and aborting the process intended by the Act.
- [26] The Town imposed a condition contrary to the intent of the legislation. By imposing a condition on the application that was not provided for at law, the Town aborted the decision-making process.
- [27] ..... Moreover, the very purpose of the Act must be to balance the interests of the public, community and the owner.

It is common for Ontario municipalities to designate heritage over the objections of property owners. Below is a small sampling of cases involving residential properties.

**Niagara-on-the-Lake** in September 2019 voted to designate three homes on Prideaux Street over the wishes of the owners. The owner of one of the homes had given notice of intention to demolish. Council instead voted to designate the property, as well as two abutting properties, saying the three homes constitute an important part of the streetscape. None of the owners had requested designation.

**The City of London** has given notice of intention to designate a farmhouse and a barn at 3303 Westdel Bourne. The owner of the property has brought his objections to the Conservation Review Board. The hearing is this month.

In **Toronto** in 2017, the owner of a five-storey apartment building at the corner of Church and Wellesley streets submitted applications for an official plan amendment and zoning change. The municipality denied the application and last year issued a notice of intention to designate. The owner has filed a revised redevelopment submission that is going before the Local Planning Appeal Tribunal. The owner filed an appeal with the Conservation Review Board. The CRB ruled the municipality had handled the designation properly.

In 2018, **The City of Hamilton** designated a stone house and garage at 1021 Garner Road East in the Township of Ancaster after the owner filed a notice of intent to demolish. Of note is that the interior of the home had undergone many renovations, so the designation applies only to the four exterior walls.

The Town of Collingwood designated a building known as the Victoria School Annex. The Conservation Review Board dismissed an appeal by the owner. The town also issued a preservation order under its property standards bylaw to prevent the building from being demolished by neglect. It ordered the owner to repair the roof and maintain the building in "watertight condition." This is a case that involves adaptive reuse. There had been plans to turn the site into apartments and condos, with the building being incorporated in the plan.

**Chatham-Kent** designated a property at 90 Park Street at the owner's request. Years later, the owner changed her mind. Again the municipality acquiesced. It published a notice of intent to repeal the designation and a group of residents filed an appeal with the Conservation Review Board. The CRB has recommended to council that the designation not be repealed.

**Brampton** in 2015 designated a home at 22 William St. over the objections of the owners. The owners appealed to the Conservation Review Board which ruled the home met the criteria for designation under the *Ontario Heritage Act*.

In Hamilton, the owners of a home at 1 St. James Street had filed a notice of intent to demolish a part of the building to make way for parking. The city denied the demolition permit and issued a notice of intent to designate. Noting that the owners of the property had begun to take down trees on the property, the municipality designated the building and the landscape. The owners objected and took the case to the Conservation Review Board in 2015. The CRB recommended that the city proceed with the designation.

# The Esther Jasperson Campbell House 183 Main Street East



### **Research Report**

Submitted by the Kingsville Municipal Heritage Advisory Committee, March 2020

# **Chain of Ownership**

Date / Instrument	Type of Transfer	From	То	Comments
May 17, 1802	Patent - Land Grant	Crown	Leonard Scratch	Concession 1 East Division, Lot 2
April 22, 1853 G 9285	Indenture	Leonard Scratch	Daniel Wigle	117 acres £600
Nov. 17, 1888 GS 157	Probate of Will	Daniel Wigle	Emma Wigle for life - then to sons	
April 25, 1895 KV 1622	Quit Claim Deed	David D. Wigle	Colin Wigle	
June 7 1901 GS 2714	Quit Claim Deed	Colin Wigle	Melvin Wigle	
August 27, 1901 KT 152	Deed	Melvin A. Wigle	Gertrude Jasperson	¾ acre \$100
23 May 1902 KT 138	Surrender of Lease	George Jasperson	Gertrude Jasperson	¾ acres
Feb. 19, 1903 KT 212	Quit Claim Deed	Colin Wigle David D. Wigle	Melvin Wigle	Premises & \$1
Feb. 19, 1903 KT 213	Deed	Melvin A. Wigle	George Jasperson Bon Jasperson	\$4,400
Feb. 24, 1905 KT 375	Deed	George Jasperson Bon Jasperson	Gertrude Jasperson	½ acre
March 23, 1926 KT 3589	Deed	Gertrude and Bon Jasperson	Esther Campbell	Love & \$1
Nov. 15, 1974 KT 619037	Deed	Thomas Donald Campbell, Exe. of Esther Gertrude Campbell	Thomas Donald Campbell and Jane Esther Lynd	\$1 and life tenancy

1927 tax rolls show the property at 183 Main Street East assessed at \$4,800 — \$4,000 for the house and \$800 for the land

### **Association with Persons**



Esther & Frederick Jasperson, Windsor Public Library Archives

### **Esther Gertrude Jasperson**

Esther Gertrude Jasperson (1897 - 1973) was born Sept. 16, 1897, the eldest child of Bonzano and Gertrude Jasperson. Her younger brother was Frederick Kent Jasperson, a lawyer who commanded the Essex Scottish Regiment during the Second World War. Lt.-Col. Jasperson was taken prisoner of war during the ill-fated raid on Dieppe. The home at 321 Lakeview Ave. in Kingsville where Frederick Jasperson first lived after the war was designated under the *Ontario Heritage Act* in 2007 as the Jasperson House.

As a young woman, Esther was deeply involved in the Kingsville community. She was a member of the Church of the Epiphany. She sang in the choir where her mother was choirmaster. She was the first president of the Evening Guild and was described as "a very active member" of the Nora Hoover Chapter I.O.D.E. during both world wars. In 1916, when the first group of Girl Guides was formed in Kingsville, Esther was one of the first leaders. 2

On Wednesday Oct. 22, 1924, Esther married Dr. Thomas Donald Campbell.<sup>3</sup> The wedding was covered in breathless detail by the Kingsville Reporter. Dr. Campbell was a dentist from Dutton, Ontario, who moved to Kingsville in 1922, his mother and sister soon to follow. At times in Kingsville's history, Dr. Campbell was the town's only dentist.





Church of the Epiphany, 106 Main Street E., Kingsville

<sup>&</sup>lt;sup>1</sup> "Mrs. T.D. Campbell Succumbs at 76," Kingsville Reporter, Dec. 20, 1973, p.3

<sup>&</sup>lt;sup>2</sup> Kingsville 1790-2000: A Stroll Through Time, p. 579.

<sup>&</sup>lt;sup>3</sup> "Campbell — Jasperson," Kingsville Reporter, 23 Oct. 1924, p. 4

### **Bonzano** "**Bon**" **Jasperson** (1868-1947)<sup>4</sup>



Esther's father, Bon Jasperson, was one Kingsville's leading citizens. He had the home at 183 Main Street East built and presented it to his daughter as a wedding gift.

Bon Jasperson was a man of many accomplishments – an entrepreneur with "remarkable business instincts" involved in business endeavours including lumber, grain, banking, canning, cigars, property development, farming and electrical power, as well as oil and gas wells.

Jasperson built and sold many enterprises, each time undertaking another successful business venture. He "was well-loved by all who knew him."

Bon Jasperson was born in Kingsville on May 25, 1869, one of eight children.<sup>7</sup> Jasperson was the grandson of Hans George Jasperson, a Danish immigrant to the United States and fur trader, who made Detroit his permanent home in 1813 and at one time owned all the property in Windsor stretching from the Walker Road area of the Detroit River shore to Tecumseh Road.<sup>8</sup>

Bon Jasperson's father, Lewis Frederick Jasperson, was a Detroit merchant trader who married Nancy Jane Wigle and moved to Kingsville in 1849, setting up what is believed to be the first general store in town. On his mother's side, Bon Jasperson was grandson to John Weigele (Wigle), a German pacifist and one of the area's "first settlers" who arrived from Pennsylvania in the early 1800s. Bon Jasperson remained at home with his parents as long as they lived. 1

<sup>&</sup>lt;sup>4</sup> "Kingsville Pioneer Dies: Jasperson Was Business Leader," *The Windsor Star*, (November 5, 1947).

<sup>&</sup>lt;sup>5</sup> Commemorative Biographical Record of the County of Essex Ontario. (Toronto: J.H. Beers & Co., 1905), p. 511.

<sup>&</sup>lt;sup>6</sup> "B. Jasperson Was Town Old-Timer," *The Kingsville Reporter*, November 6, 1947, Vol. LXXI, No. 45, p. 1.

<sup>&</sup>lt;sup>7</sup> Historical Section of the Kingsville Centennial Committee, *Kingsville Through The Years, 1753-1952*. (Lakeshore Publishers Limited, 1952), p. 62.

<sup>&</sup>lt;sup>8</sup> "Kingsville Pioneer Dies: Jasperson Was Business Leader," *The Windsor Star,* (November 5, 1947).

<sup>&</sup>lt;sup>9</sup> Kingsville Through The Years, 1753-1952, p. 62.

<sup>&</sup>lt;sup>10</sup> Kingsville-Gosfield Historical Society, *Kingsville 1790 - 2000, A Stroll Through Time*. (Kingsville-Gosfield Historical Society, 2003), pp. 6-7.

<sup>&</sup>lt;sup>11</sup> Commemorative Biographical Record of the County of Essex Ontario, p. 511.

Lewis Frederick Jasperson, along with his sons George, Bon and Fred, carried on lumbering operations clearing most of the virgin timber from Pelee Island in the 1880s and also a considerable quantity of timber in Romney, Ontario, where he maintained saw mills. George and Bon continued in the lumber business. 13

In 1894, Bon Jasperson secured control of the grain warehouse from Frank Green and entered the grain business, becoming a grain and seed dealer until he sold his business in 1895.<sup>14</sup>

In 1896, Bon Jasperson became one of the first private bankers in Kingsville when he and S.L. McKay opened a bank in the Wigle block. 15 Jasperson was manager, McKay was secretary-treasurer and Miss Ada Brown was bookkeeper. 16 The bank acted as agents for the Merchant's Bank of Canada. 17



A young Bon Jasperson. left, with his brother, Fred. Windsor Public Library Archives

<sup>&</sup>lt;sup>12</sup> Kingsville Through The Years, 1753-1952, p. 63.

<sup>&</sup>lt;sup>13</sup> Commemorative Biographical Record of the County of Essex Ontario, p. 511.

<sup>&</sup>lt;sup>14</sup> Ibid.; The Kingsville Reporter, June 1, 1894, p. 4.

<sup>&</sup>lt;sup>15</sup> Kingsville 1790 – 2000: A Stroll Through Time, p. 188.

<sup>16</sup> Ibid.

<sup>&</sup>lt;sup>17</sup> Ibid.

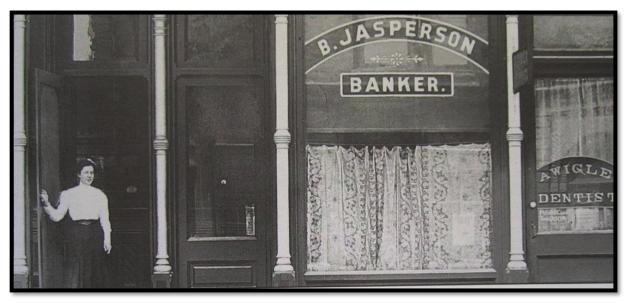


Photo from Kingsville 1790 - 2000, A Stroll Through Time

In 1898, the partnership with McKay was dissolved, but Jasperson continued the banking business under his own name. When his other business interests required most of his time, he sold the business to Molson's Bank in 1907. 19

Subsequently, Bon and his older brother George were involved in other business pursuits, including:

- a canning business Bon was instrumental in bringing a canning factory (which became Canadian Canners)<sup>20</sup> to town and was a major stockholder,<sup>21</sup> and
- a processing plant for leaf tobacco, the Essex Tobacco Company, which later became the Hodge Tobacco Company.

<sup>&</sup>lt;sup>18</sup> Ibid.

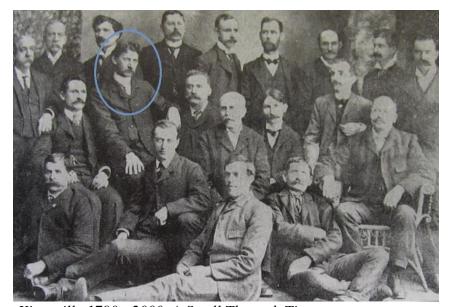
<sup>&</sup>lt;sup>19</sup> The Kingsville Reporter, March 7, 1907, p. 8.

<sup>&</sup>lt;sup>20</sup> Kingsville Through The Years, 1753-1952, p. 63.

<sup>&</sup>lt;sup>21</sup> Commemorative Biographical Record of the County of Essex Ontario, p. 511.

In addition to partnering with his brother George, Bon was involved in other business pursuits. For example, in 1899, Bon Jasperson and David Conklin purchased the Electric Light Plant, James E. Brown having retired from the company, 22 and later sold it to the Detroit Edison Company. In 1913, Bon and George, along with other Kingsville business leaders, founded the Eco Thermal Stove Company of Canada, Ltd. 24 25 In 1915, Jasperson purchased the lot at 14 Division Street S., on which stood a harness shop, and constructed an office block which was completed before the year was out. 26

Bon Jasperson was also engaged in extensive farming operations around Kingsville and a brick and tile business at Coatsworth, in Kent County.<sup>27</sup>



Kingsville 1790 - 2000, A Stroll Through Time

Through both their individual business efforts and their general interest in working together to make Kingsville an attractive and desirable place to work or visit, these 1895 businessmen contributed to the community's success.

Bon Jasperson is seated in the middle

<sup>&</sup>lt;sup>22</sup> The Kingsville Reporter, July 20, 1899, p. 5.

<sup>&</sup>lt;sup>23</sup> Kingsville Through The Years, 1753-1952, p. 63; "B. Jasperson Was Town Old-Timer," *The Kingsville Reporter*, November 6, 1947, Vol. LXXI, No. 45, p. 1.

<sup>&</sup>lt;sup>24</sup> The Kingsville Reporter, August 21, 1913.

<sup>&</sup>lt;sup>25</sup> Although the stove's inventor gave presentations, the company was incorporated, the Town passed a By-Law to purchase land and debentures were issued, it appears the factory was never built and the land reverted to the Town

<sup>&</sup>lt;sup>26</sup> The Kingsville Reporter, February 18, 1915, p. 5 and October 21, 1915, p. 5.

<sup>&</sup>lt;sup>27</sup> Kingsville Through The Years, 1753-1952, p. 63.



Of all his business interests, Bon Jasperson was most widely known for his work in the oil and gas business. Ontario's natural gas industry began in Kingsville in 1889 when a gusher was struck. The discovery attracted large oil and gas companies which leased almost all available land and exported their product to American markets. Disturbed by this situation, Kingsville businessmen rallied to form the Kingsville Natural Gas and Oil Company, with Bon Jasperson as manager. He operated this business until his death in 1947.<sup>28</sup>

Jasperson partnered again with S.L. McKay, developing the rich Kent County gas fields and retailing gas to consumers as far east as Ridgetown.<sup>29</sup> Their plant was purchased by the Union Gas Company in 1914.<sup>30</sup> Jasperson was the founder of an oil business on Pelee Island (Pelee Gas & Oil Company) and was the organizing director, attending to the first leases.<sup>31</sup>

Bon Jasperson was active in the Independent Order of Odd Fellows (IOOF),<sup>32</sup> St. George's Lodge No. 41, A.F. & A.M., G.R.C.(Masons) Kingsville, Scottish Rite (Masons) in Windsor<sup>33</sup> and the Church of the Epiphany. In 1947, Bon Jasperson died at the age of 78, at his Kingsville home after a long illness.<sup>34</sup>

<sup>&</sup>lt;sup>28</sup> Ibid.

<sup>&</sup>lt;sup>29</sup> Ibid.

<sup>30</sup> Ibid.

<sup>&</sup>lt;sup>31</sup> Commemorative Biographical Record of the County of Essex Ontario, p. 511.

<sup>&</sup>lt;sup>32</sup> "B. Jasperson Was Town Old-Timer," *The Kingsville Reporter*, November 6, 1947, Vol. LXXI, No. 45, p. 1.

<sup>&</sup>lt;sup>33</sup> Newspaper Obituary, *The Windsor Star*, November 5, 1947.

<sup>&</sup>lt;sup>34</sup> "B. Jasperson Was Town Old-Timer," *The Kingsville Reporter,* November 6, 1947, Vol. LXXI, No. 45, p. 1.

### **Gertrude Kent Jasperson**

In 1895, Bon Jasperson travelled to Truro, Nova Scotia to marry Gertrude Kent, whose parents were both of early Nova Scotia pioneer English and Scottish stock.<sup>35</sup>

After their wedding, Bon and Gertrude settled in Kingsville. Gertrude Jasperson became involved with the Anglican Church of the Epiphany. Her volunteer service included many church organizations, particularly the choir of which she was leader for many years. <sup>36</sup> She was also a charter member of the Nora Hoover Chapter IODE and had a great interest in the welfare of young people. <sup>37</sup> Funeral services were held from her home when Gertrude died in 1963 at the age of 93. <sup>38</sup>



Bon and Gertrude Jasperson, Windsor Public Library Archives



<sup>&</sup>lt;sup>35</sup> "Funeral Services for Mrs. Bon Jasperson Being Held Today," *The Kingsville Reporter*, December 5, 1963.

<sup>&</sup>lt;sup>36</sup> Church of the Epiphany: Commemorating Centenary of the Parish, 1852-1952.

<sup>&</sup>lt;sup>37</sup> The Kingsville Reporter, December 5, 1963.

<sup>&</sup>lt;sup>38</sup> Ibid.

### The Bon Jasperson House

In 1902, Bon Jasperson hired local hardware merchant and area builder D.H. McKay to erect a home on the site of the old flour mill, opposite George Jasperson's house.<sup>39</sup> Bon and Gertrude Jasperson and their two young children moved into the house at 171 Main Street East in January 1903.<sup>40</sup> The Bon Jasperson House was designated under the *Ontario Heritage Act* in 2012. Esther Jasperson lived in the stately home together with her parents until her 1924 marriage to Dr. Thomas Donald Campbell.





171 Main St. E. under construction

Photo by Anna Lamarche

### **Esther and Dr. Campbell**

Esther and her bridegroom lived beside Bon and Gertrude Jasperson in the house the Jaspersons presented to the couple as a wedding gift.<sup>41</sup> The couple went on to have two children, daughters Ann and Jane.

Jane's son, Laurie Campbell Lynd, is a noted director and screenwriter who has won Gemini and Genie Awards for his work in film and television. <sup>42</sup> He directed the fifth season of Schitt's Creek, the Murdoch Mysteries, the Good Witch, Queer as Folk, DeGrassi: The Next Generation, Breakfast with Scot, Killing Patient Zero, and others. <sup>43</sup>

<sup>&</sup>lt;sup>39</sup> The Kingsville Reporter, April 18, 1902.

<sup>&</sup>lt;sup>40</sup> The Amherstburg Echo, January 9, 1903.

<sup>&</sup>lt;sup>41</sup> Oral history as told by Anne Marie Lemire to Elvira Cacciavillani, March 2012, and in Nov. 18, 2019 letter from Laurie Campbell Lynd, grandson of Esther Jasperson Campbell.

<sup>&</sup>lt;sup>42</sup> Laurie Lynd, IMBd, www.imbd.com

<sup>&</sup>lt;sup>43</sup> Ibid

		Service	
	ISSUED TO OFFICERS AND	NUBSING SISTERS	
This is to C	Certify that (Rank)	Captain	
(Name in full)	Thomas Do	nald CAMPBOLL.	
Enlisted in	Canadian Army	Dental Corps.	
CANADIAN EXPEDI	TIONARY FORCE, on the	, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
day of	191 AND WAS	S APPOINTED to COMMISSIC	NED RANK
in	Canadian Army	Dental Corps.	
CANADIAN EXPEDI	TIONARY FORCE on the	Pirst	day
	entanter 191 6		
He SERVED	o in CANADA, and Englan	d with the Canadian Army	Dental Co
and was STRUCK O	OFF THE STRENGTH on the	Pifteenth	dav
	191 Z By reason of		
	tawa, this		
	April 19732 1920		day
		1.8	
		au.	· Cap

Dr.Campbell served in the Canadian Army Dental Corps in the First World War. According to his Certificate of Service, he served in Canada and England beginning Sept. 1, 1916.<sup>44</sup> He was not discharged until Jan. 15, 1920, long after Armistice. <sup>45</sup>

Complementing his wife's work with the Girl Guides, Dr. Campbell in 1925 became the Scoutmaster of the  $2^{nd}$  Kingsville Troop.

<sup>&</sup>lt;sup>44</sup> Canadian Expeditionary Force Certificate of Service for Thomas Donald Campbell.

<sup>&</sup>lt;sup>45</sup> Ibid.

The Kingsville Reporter covered the life of the Campbells in intimate detail. By the time of their marriage, Esther and Dr. Campbell had become prominent Kingsville residents in their own rights.



### "Dr Campbell of this town has

10 Aug 1922 Kingsville Reporter

"Dr. Campbell of this town has purchased the W.J. Swallow house on Mill St. east and will occupy it as a home for himself, his mother and sister, in the near future." [57 Mill St E]

### 31 Aug 1922 KR p.5

(KR) p.5

"Mrs. Campbell and Miss Jean Campbell of Dutton, mother and sister of Dr. Campbell of this town, will move into their new home on Mill St east next Tuesday."

Kingsville Reporter, Aug. 10, 1922.

### The Engagement of Esther and Dr. Campbell

### 16 Oct 1924 KR p.5

"Mr and Mrs B. Jasperson of Kingsville, announce the engagement of their daughter, Esther Gertrude to Dr. Thomas Donald Campbell, son of the late John A. Campbell and Mrs. Campbell and Mrs. Campbell of Dutton. Marriage to take place Wednesday, Oct. 22."

### 16 Oct 1924 KR p.5

"During the past few weeks a number of social functions have been given in honor of Miss Esther Jasperson, whose marriage will take place Wednesday evening at the Church of the Epiphany, among them being bridge teas given by the following: Miss Isabel Campbell, Mrs. George Hoover, Mrs. Robert Conklin, Mrs. Albert Eastman and Mrs. Norman Lockwood. Saturday last Mrs. Leo. King was hostess at a bridge luncheon at her home, California Ave., Sandwich."

### The Wedding of Esther and Dr. Campbell

### 23 Oct 1924 KR p.4

### **Campbell – Jasperson**

"The Church of the Epiphany was on Wednesday evening of this week, the scene of a very pretty wedding, when the Rev. S.P. Irwin officiating. Esther Gertrude, only daughter of Mr and Mrs Bonzano Jasperson became the bride of Dr Thomas Donald Campbell, son of the late John A. Campbell. The bride, who was given away by her father, looked lovely in a gown of ivory cut velvet, trimmed with ostrich, long court train and bridal veil of tulle aught to the head with a coronet of orange blossoms. Her shoes were of silver and her bouquet of lilies of the valley, butterfly roses and heather. The bridal attendants Miss Dorothy Holliday of Toronto, as maid of honor, Miss Jean Campbell of Detroit, Miss Elsie Jasperson of Philadelphia and Miss Jean Maclaren of Brockville as bridesmaids wore dainty gowns of georgette in the pastel shades, picture hats of black velvet with silver and silver shoes. Their bouquets were of King of Autumn and Cactus Dahlias, blending with their dresses. Little Misses Joan Green and Mary Hoover in ruffly frocks of white organdy and lace and quaint poke hats to match were attractive little flower girls, carrying baskets of pink and white snap dragons. Mr. F.K. Jasperson acted as best man to Dr. Campbell and Messrs. Thos. Todd and Arthur Armitage and Drs. Daniel McCallum and Malcolm Campbell as ushers. During the signing of the register Miss Isabel Campbell, sister of the groom sang "Until" very sweetly. After the ceremony there followed a reception at the residence of the bride's parents, Mrs. Jasperson receiving in a beautiful gown of grey cut velvet with graceful drapes of grey chiffon. Her hat was of mauve velvet and she carried a bouquet of ophelia roses. Mrs. Campbell was in black chantilly lace, black velvet hat and carried a bouquet of American beauty roses. Dr and Mrs. Campbell left for Quebec, the bride travelling in a smart costume of navy blue broadcloth with hat to match and stone martin furs."

### 22 Jan 1925 KR p.4

### **Post-Nuptial Reception**

"Mrs. (Dr.) T.D. Campbell received for the first time since her marriage, at the home of her parents, Mr and Mrs B. Jasperson, on Thursday last. Mrs. Jasperson and Mrs. Campbell received with her. Mrs. Ernest Wigle, Mrs. Leo. King, of Walkerville presided at the table and were assisted by Mrs. Lockwood and the Misses Isabel Campbell and Edna Wigle and Mrs. Manley Miner."

### 18 Jun 1925 KR p.5

"Dr and Mrs Cameron, London spent over yesterday at the home of Mrs J.A. Campbell and at Dr. Campbell's Main St. East."

### 1 Oct 1925 KR p.5

"A very pleasant party was given at the home of Dr and Mrs. Campbell Main St. East on Saturday evening last, honoring Mr. Fred Jasperson, on the eve of his becoming a member of the great army of benedicts. Mr. Jasperson will leave for the east in a few days and when he returns, rumor says he will be accompanied by Mrs. Fred Jasperson."

### 10 Dec 1925 KR p.1

#### **Scout News**

"Well, folks, here we are again, the 2<sup>nd</sup> Kingsville Troop. Lately we have been taking things easy and not doing much worth noting. This was partially due to the lack of a Scoutmaster, as our former one, Mr Elliott, has now moved to Harrow. Now we have another energetic one to head our affairs. Only last week Dr. Campbell, a well known dentist of this town, agree to take that position. With our new Scoutmaster, we also secured a new Scout, Keith Crummer of Blenheim, a former Patrol Leader of the Scouts there."

### 21 Oct 1926 KR p.5

"Dr. Campbell is at his old home in Dutton, recuperating from his nervous breakdown."

### 10 Feb 1927 KR p.5

"Dr. Campbell, who had been laid off from business for several months owing to nervous breakdown, is back again at his dental office."

### 26 May 1927 KR p.5

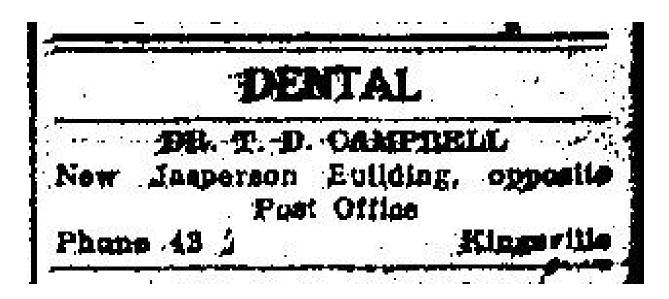
"Dr. Campbell has moved his dental office from the Conklin building corner of Division and Main Sts., to a flat in the new Jasperson building, opposite the post office."

# SCOUT

Well, folks, here we are again, the 2nd Kingsville Troop. Lately we have been taking things easy and not doing much worth noting. This was partially due to the lack of a Scoutmaster, as our former one, Mrt-Eliott, has now moved to Harrow. Now we have another energetic one to head our affairs. Only last week Dr. Campbell, a well known dentist of this town, agreed to take that position. With our new Scoutmaster, we also secured a new Scout, Keith Crummer of Blenheim, a former Patrol Leader of the Scouts there.

### 12 Apr 1928 KR p.5

"Miss Halliday of Toronto is a guest this week at Dr. T.D. Campbell's."



### 18 Apr 1929 KR p. 1 [ADVERTISEMENT]

"Dr. T.D. Campbell New Jasperson Building, opposite Post Office Phone 43, Kingsville"

### **Obituary of Esther Jasperson Campbell**

20 Dec 1973 KR p.3

### Mrs. T.D. Campbell Succumbs at 76

"Mrs. Esther Campbell of Main St. East, Kingsville, passed away on Friday, Dec. 14 at Leamington District Memorial Hospital at the age of 76 years. Mrs. Campbell (nee Jasperson) was a lifelong resident of Kingsville. She was a member of the Church of the Epiphany, Kingsville. Mrs. Campbell was the first president of the Evening Guild and a past member of the church choir and a very active member of Nora Hoover Chapter I.O.D.E. during the two world wars. Surviving are her husband, Dr. Thomas D. Campbell; two daughters, Mrs. Peter (Ann) Shaw of Oakville and Mrs. Torrance (Jane) Lynd of Thornhill; one brother, Fred K. Jasperson of Kingsville and five grandchildren. Funeral services were held on Sunday afternoon, Dec. 16 from the Ferguson-Sykes Funeral Home, Kingsville, with Rev. R.W.B. Coupland officiating and interment in Greenhill Cemetery, Kingsville. The pallbearers were Donald Shaw, Ian Shaw, John Graham, Bon Jasperson, John Jasperson and Gordon Campbell."

### **Obituary of Dr. Campbell**

### 18 Feb 1987 KR p.3

### T.D. Campbell Passes a [sic] 90

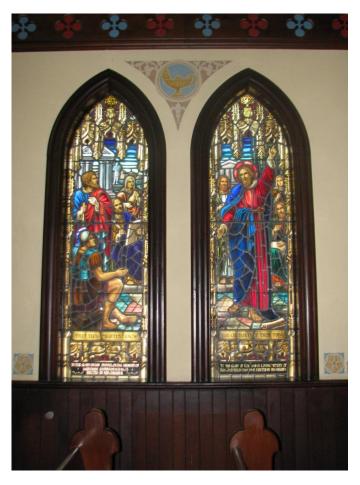
"Dr. Thomas D. Campbell, age 90 years, passed away Saturday, February 14, 1987 at Leamington District Memorial Hospital. Late of Main Street East, Kingsville. Beloved husband of the late Esther (Jasperson) (1973), Dear father of Ann (Mrs. Peter Shaw) Oakville and Jane (Mrs. Terrance Lynd) Thornhill. Dear brother of Mrs. Isobel Graham, Kingsville and the late Jean Campbell Lea. Dear grandfather of Ian and Mary Shaw, Donald Shaw, Janet and Julian Kornacki, Tom and Laura Lynd and Laurie Lynd and great-grandfather of Terry Lynd. Funeral service was held Monday, February 16 from the C. Stuart Sykes Funeral Home, Kingsville, Rev. Peter Joyce officiating. Interment in Greenhill Cemetery, Kingsville."



Esther and Dr. Campbell are buried at Greenhill Cemetery in Kingsville.

### The Bon and Gertrude Jasperson Memorial Windows

Esther left a lasting legacy in Kingsville beyond the home at 183 Main Street East. In honour of Bon and Gertrude Jasperson's lifelong commitment to the Church of the Epiphany, Esther and her brother Frederick had a pair of stained glass windows installed in the Anglican church in memory of their parents. They are known as the Bon and Gertrude Memorial Windows.







Photos by Elvira Cacciavillani

### **Architecture**

The Esther Jasperson Campbell House is a 2½ storey brick home built circa 1925 in the Neo-Georgian (also known as Colonial Revival) style. Neo-Georgian is a revival of the architectural styles that arrived with the United Empire Loyalists. <sup>46</sup> It features a half-hipped roof, an uncut fieldstone foundation and French doors leading to a balcony on the second floor. With a centred door and two enclosed verandas on each end of the home, the building has good proportions, balance and symmetry.



# ALADDIN DWELLING THE BRENTWOOD

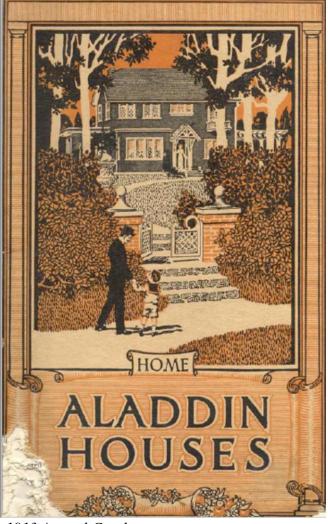
The residence at 183 Main Street East appears to be an Aladdin Home, Aladdin homes were kit houses that came in many architectural styles with all the lumber pre-cut and numbered. The company boasted that you could build its houses without a saw. <sup>47</sup> The company did not provide brick nor masonry, suggesting the red brick on the home came from a local brickyard. <sup>48</sup>

<sup>&</sup>lt;sup>46</sup> www.ontarioarchitecture.com

<sup>&</sup>lt;sup>47</sup> Annual Sales Catalogues, Central Michigan University, Clarke Historical Library, www.cmich.edu/library/clarke/ResearchResources/Michigan\_Material\_Local/Bay\_City\_Aladdin\_Co/Catalogs <sup>48</sup> Ibid.

The North American Construction Company owned Aladdin Homes. The company was headquartered in Bay City, Michigan. The company sold kits to the Canadian market and had branch offices in Toronto. St. John, Winnipeg and Vancouver. The North American Construction Company started marketing Aladdin homes in 1906, beating other kit-home companies like Sears to the market.<sup>49</sup>

The North American Construction Company shipped 252 kits to England during the First World War to house workers who built tanks, planes and munitions.<sup>50</sup> The company ceased manufacturing in 1982, but new ownership in 2014 re-registered the company trademark.<sup>51</sup>



1913 Annual Catalogue

The company advertised the kit used for 183 Main Street East as "The Brentwood" in the United States, and "The Lockwood" in Canada. The plan was featured on the cover of the 1913 Aladdin Houses catalogue.

The fact the Esther Jasperson Campbell House is a kit home does not diminish its value, but rather adds to its caché. The company called it, "an exclusive design that will not be sold to more than one customer in any community without the previous consent of the first owner." In Kingsville, the Esther Jasperson Campbell House is the only one of its design on the register of properties of cultural heritage value or interest.

The company's description of the ideal setting for the home in the 1920 annual catalogue of the Canadian Aladdin Company matches that of the Esther Jasperson Campbell House. "Generous grounds and site well back from the road with an environment of trees are essential to having this design in proper perspective, and 'The Lockwood' will be a showplace in any city or country of beautiful homes." <sup>53</sup>

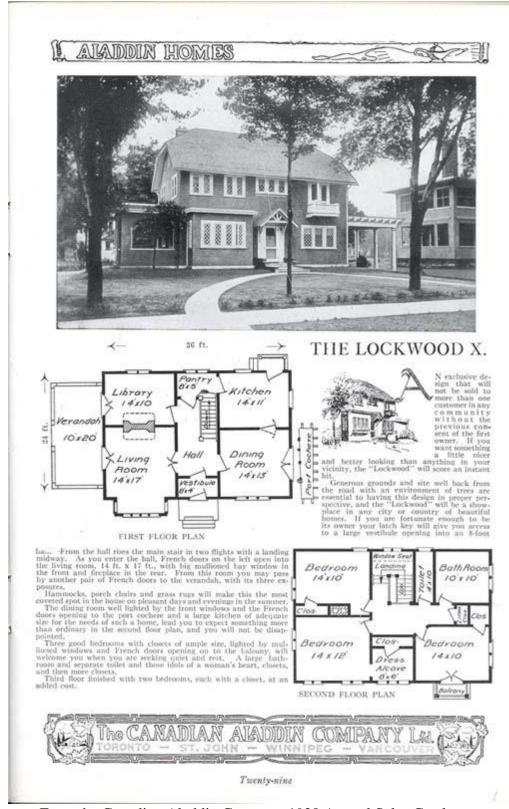
<sup>&</sup>lt;sup>49</sup> Ibid.

<sup>&</sup>lt;sup>50</sup> Ibid.

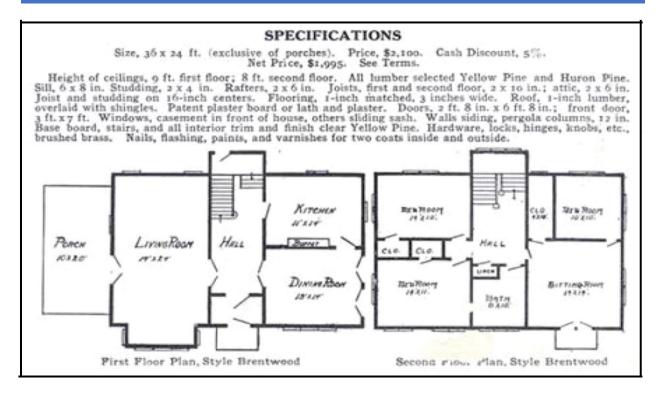
<sup>51</sup> Ihid

<sup>&</sup>lt;sup>52</sup> Canadian Aladdin Co. 1920 Annual Sales Catalogue, p. 29.

<sup>53</sup> Ibid.



From the Canadian Aladdin Company 1920 Annual Sales Catalogue



From the 1913 Aladdin Houses Annual Sales Catalogue

### **Interior Finishes**

The interior trim, doors, floors and staircase in the Esther Jasperson Campbell House are a testament to its craftsmanship and refinement.



## KINGSVILLE MUNICIPAL HERITAGE ADVISORY COMMITTEE REPORT TO COUNCIL RE. 183 MAIN STREET EAST





## KINGSVILLE MUNICIPAL HERITAGE ADVISORY COMMITTEE REPORT TO COUNCIL RE. 183 MAIN STREET EAST



## **Context**

The Esther Jasperson Campbell House occupies its original site of approximately one acre on the south side of Main Street East. The general character of the site has remained largely unchanged over the past century. It is located next to the Bon Jasperson House (designated under the *Ontario Heritage Act* in 2012), the history of the two properties being inextricably intertwined. the Esther Jasperson Campbell House is a key ingredient in forming the character of the streetscape on Main Street East. It is an important landmark and has acquired for the community a special and sentimental value. The Esther Jasperson Campbell House is useful for teaching cultural history and for tourist promotion.



## KINGSVILLE MUNICIPAL HERITAGE COMMITTEE Heritage Resources Evaluation Sheet

183 Main Street East, K	Kingsville
CON 1 ED PT LOT 2	Assessment Roll No.: 210-000-00700-0000
c 1925	Date of Additions:
February 27, 2020	Approval by Committee: Level: Class 1
	CON 1 ED PT LOT 2 c 1925

This form is to be used in the survey of heritage resources within the limits of the Town of Kingsville in order to provide an objective assessment of their relative heritage value. The higher the number scored, the greater the loss to the community if the building, property, site or cultural heritage resource were to be destroyed. The following Scoring Key is used to determine the heritage value:

Class 1 Buildings/Properties/Sites/Cultural Heritage Resources: 75-100 points Class 2 Buildings/Properties/ Sites/Cultural Heritage Resources: 50-74 points

Non-heritage Buildings/Properties/ Sites/ Cultural Heritage Resources: 49 points and below

\*\*\*\*\*\*\*\*\*\*

Circle the number which reflects your interpretation of the criteria listed on the left, then transfer number to box. Below the numbers in each category are the letters E, G, F and P which stand for E-excellent, G-good, F-fair and P-poor. These will help you determine the correct score. After completing the entire evaluation sheet, total the score to determine the heritage significance of the building, property or site.

Н	Local Development -the building/cultural heritage resource illustrates a significant	10 9 8 7 6 5 4 3 21 0 E G F P	SCORE:
1	phase in the development of the community <i>OR</i> - the building illustrates a major change or turning point in the community's history	Notes:	7
s	Association with Person/Group/Event - the building/cultural heritage resource is associated with the life or activities of a person, group, organization or institution that has	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes:	SCORE:
Т	made a significant contribution to the community, province or nation -it is associated with an event that has had a significant impact on the community, province or nation	Bon Jasperson	9
0	Age of Structure/Property/Site/Cultural Heritage Resource		SCORE:
R	The following point system is based on the building/property/site's age and rarity within the local context:	c 1925	
Y	1855-1875 1876-1890 1891-1900 1901-1915 10 9 8 7		6
	1916-1930 1931-1945 1946-1960 1961-1970 Post 1971 6 <b>5 4 3 2</b>		
		HISTORY TOTAL ->	22

A R	Overall Composition -symmetry and/or balance -good proportions and/or originality in concept	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes:	SCORE 9
СН	<u>Details</u> -features details inside or outside that show originality, fine craftsmanship or refinement	10 9 8 7 6 5 4 3 2 1 0 <b>E G F P</b> Notes:	8
T E	Architectural Influences -extent to which it reflects a recognized academic style of the period -regional vernacular style -work of significant architect, designer, or landscape firm (municipal, provincial, national or international)	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes: Neo-Georgian (Colonial Revival) Aladdin Home	8
CTU	Construction Materials -rare or early example of a particular material -rare, special or early construction method -displays work of a recognized builder, craftsman, mason, carver or artist	5 4 3 2 1 0 E G F P Notes: kit home - premium materials	4
RE	State of Preservation -original plan survived -architectural features of the building survived	5 4 3 2 1 0 E G F P Notes:	4
	Structural Condition -structurally sound -well maintained -foundation in good condition	5 4 3 2 1 0  E G F P  Notes: conservative score due to to inspection condition closes	3 inability sely
		ARCHITECTURE TOTAL	36
CO	Relationship with Streetscape -compatible with the character of surrounding buildings or landscape -a key ingredient in forming the character of said landscape	10 9 8 7 6 5 4 3 2 1 0  E G F P  Notes: key ingredient: linked to Bon Jasperson House	9
N	Integrity of Site -occupies its original site -general character of the site has remained unchanged	5 4 3 2 1 0 <b>E G F P</b> Notes:	5
E X T	Landmark Status -functions as an important visual object that has acquired for the community a special or sentimental value -usefulness for teaching cultural history and/or tourist promotion	10 9 8 7 6 5 4 3 2 1 0 E G F P Notes:	9
		CONTEXT TOTAL	23

Notes Re Evaluation: Councillor DeYong toured property with development Real estate listing photos assisted scoring	HISTORY- 22 ARCHITECTURE - 36
Scored conservatively for architecture due to inability to conduct site visit	CONTEXT- 23
	GRAND TOTAL - 81
Recommendation: Designation	
Evaluator: Sarah Sacheli Signature:	Date: February 27, 2020



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

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

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

## **To All Affected Property Owners:**

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

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

This meeting will take place:

**Date:** Monday, March 9<sup>th</sup> 2020 @ 7:00 p.m. **Location:** Town of Kingsville Municipal Office **Address:** 2021 Division Road North, Kingsville

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

## Activities at the meeting to consider the report:

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

Dated this 7<sup>th</sup> day of February, 2020.

Ken Vezh

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

## **MUNICIPAL DRAINAGE REPORT**

## REPAIR, IMPROVEMENT AND EXTENSION OF THE BRANCH OF THE SMITH NEWMAN DRAIN

# NEAR THE COMMUNITY OF COTTAM TOWN OF KINGSVILLE

RC SPENCER ASSOCIATES INC.
Consulting Engineers

Windsor: 800 University Avenue W. – Windsor ON N9A 5R9 Leamington: 18 Talbot Street W. – Leamington ON N8H 1M4 Chatham-Kent: 49 Raleigh Street – Chatham ON N7M 2M6

File No. 17-691 7 October 2019

October 7, 2019

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

Re: Repair, Improvement and Extension of the Branch of the Smith Newman Drain

Near the Community of Cottam, Town of Kingsville.

Project No. 17-691

Mayor and Municipal Council:

## 1.0 AUTHORIZATION

In accordance with your instructions under Section 4 of the Drainage Act, we held an on-site meeting concerning the extension of the Branch of the Smith Newman Drain on the property with Roll No. 590-03451. That property is described as part of lot 269, Concession N.T.R., in the Community of Cottam. The instructions were initiated by a petition from the owner of that property. The property owner is planning on developing this land into a residential subdivision and requires a sufficient outlet.

Our appointment and the works recommended in this report for the repair, improvement and extension of the Branch of the Smith Newman Drain are in accordance with Section 4 of the Drainage Act.

## 2.0 DRAINAGE HISTORY

The Branch of the Smith Newman Drain is an existing open municipal drain. A review of the records indicates that the last report prepared for the Smith Newman Drain was one prepared by Bruce D. Crozier dated 15 November 2011 and reconsidered on 6 March 2013. That report called for the replacement of an agricultural access culvert. A future maintenance schedule was also prepared for the Smith Newman Drain in that report.

The records also show a previous report prepared by D. A. Averill dated March 1980. That report found that the Smith Newman Drain and Branch was heavily silted and overgrown with brush. It was recommended that the drain be repaired and improved by way of clearing the brush and deepening of the channel.

The records show that prior to the 1980 report, a report was prepared by William J. Setterington dated 8 October 1968. In that report, the engineer found that the Smith Newman Drain and Branch had become filled with sediment to the extent that it could not provide adequate drainage to the lands and roads it was intended to serve. Therefore, the report recommended for the improvement of the drain by cleaning and deepening in accordance with the plans accompanying the report. The report also indicates that the drain was previously repaired in a report prepared by Wm. D. Colby dated September 1959, which was not available in the historical records for our review.

## 3.0 **SITE MEETING**

After reviewing the drainage information and the previous Engineer's reports on the drain, an on-site meeting was held on 25 May 2018 with the landowners in the watershed. The need for the repair and improvement of the existing Branch of the Smith Newman drain was discussed, and some farm property owners indicated that their tile drains were not performing well since they are so close to the bottom of the drain. A summary of the on-site meeting discussions is included in "Appendix C."

The landowner that initiated the petition for a drain extension wanted to investigate the possibility of incorporating a storm water management facility as part of the drain extension with the approval of the adjacent farm property owner of Roll No. 590-03000. At the on-site meeting, it was determined that we should examine various options of utilizing the extension of the drain as a storm water management facility to serve the increased runoff from the future residential development. We were to discuss the alternatives with the owner of Roll No. 590-03451 and 590-03000 before moving forward to a final design.

A few alternatives were sent to the two landowners to discuss the initially proposed alignment and design of the municipal drain extension and storm water management facility. The property owners agreed on one of the options and we proceeded with the preparation of this final report. The storm water management facility will be constructed on Roll No. 590-03451 as part of the proposed subdivision development and will not be a part of the Branch of the Smith Newman Drain.

## 4.0 INSPECTION AND SURVEY

Topographic survey data was gathered along the alignment proposed for the drain extension, the existing Branch of the Smith Newman Drain and the portion of the Smith Newman Drain lying downstream of the outlet of the Branch. The open channel was inspected, as well as, the culverts in the drainage works.

For simplicity purposes throughout this report, north shall be assumed to be the reference direction which is parallel to the property lines between the lots versus the actual north west direction. A depiction of the plan north versus the actual north is shown on the attached drawings.

## 5.0 WATERSHED DESCRIPTION

The watershed of the Branch of the Smith Newman Drain is irregular in shape and has a surface area of approximately 63.4 Ha (157 Ac). A number of private tributary drains, both tile and open, convey surface and subsurface flows to the Branch of the Smith Newman Drain. The watershed primarily falls within Lot 269, Concession N.T.R.

The soil type within the watershed is predominantly Brookston Clay. This is described as having poor natural drainage and requires effective artificial drainage to be productive for agriculture. The topography of the area slopes down in the northerly direction but is generally flat. The bottom gradient of the drain in the area of the proposed work is approximately between 0.26% to 0.06%. The lands in the drainage area are used for residential lots and for agricultural purposes.

## 6.0 EXISTING CONDITIONS

During the survey and inspection of the Smith Newman Drain and Branch, it was found that since the last repair and improvement project, the branch drain from Station 1+009 to 1+695, has become filled with sediment and overgrown with brush to such an extent that it cannot afford proper drainage to the lands and roads it was intended to serve. The portion of the Smith Newman Drain along North Talbot Road from its outlet into the Maddox Drain, upstream to the Branch of the Smith Newman Drain, is in

good condition. No drainage concerns from landowners were raised at the on-site meeting for this portion of the drain.

Where the alignment of the municipal drain extension is proposed, there is a small private open drain to the west that is severely overgrown with trees and brush. This drain will be abandoned, cleared of brush and trees and backfilled. The new municipal drain extension will serve as a sufficient outlet for the upstream lands and future residential development.

On the west side of the proposed drain extension from Station 1+695 to Station 2+128, there is a subdivision which has been partially developed. The storm runoff for this developed area is pumped into a ditch that outlets into the existing Branch of the Smith Newman Drain near Station 1+695. When the remainder of this area is developed as residential lots, a stormwater management pond will be constructed to control the release rate of the storm water. The extension of the Branch of the Smith Newman Drain is not required by this development but will provide a benefit to the proposed residential lots abutting the new drain by relocating the existing private open ditch off of those properties.

## 7.0 LANDOWNER REQUEST

The owner of Roll No. 590-03451 has requested that a sufficient outlet be provided for a future residential development by extending the existing Branch of the Smith Newman Drain. The alignment of the new drain will be in accordance with the attached drawings. The storm runoff from the proposed development on Roll No. 590-03451 will be controlled by means of a storm water management pond and a pumping facility.

#### 8.0 RECOMMENDATIONS

Based on our review of the history, the information obtained during the on-site meeting, subsequent discussions with the landowners and Municipality, a review of the survey data and our detailed analyses and designs, we recommend the following:

- The removal and disposal of brush and trees from the existing Branch of the Smith Newman Drain.
- b) That the Branch of the Smith Newman Drain from Station 1+009 to 1+695 be repaired and improved by means of deepening the drain bottom to the new profile and by regrading of the side slopes in accordance with the drawings attached.
- c) The existing culvert at station 1+540 is undersized and no longer in use. It will be removed from the drain completely. We recommend the removal and off-site disposal of this existing 6.9m long, 450mm diameter corrugated steel pipe (CSP) culvert.
- d) That the existing open drain upstream of the existing Branch of the Smith Newman Drain be abandoned and brushed, stripped and backfilled with clay excavated during the construction of the new drain.
- e) The construction recommended to the existing Branch of the Smith Newman Drain from Station 1+009 to Station 1+695 and the extension of the Branch of the Smith Newman Drain from Station 1+695 to Station 2+128 in accordance with the drawings attached.
- f) Seeding the banks of the new and existing Branch of the Smith Newman Drain (Stations 1+009 to 2+128).
- g) Graded stone rip-rap on the banks of the drain at one location.

- h) Proper sediment control measures be implemented during construction.
- i) The provision of a schedule of assessment for the work recommended under this report on the Branch of the Smith Newman Drain.
- j) The provision of a schedule of assessment for the cost of any future works of repair and/or maintenance carried out on the Branch of the Smith Newman Drain.
- k) We recommend that these works be done and the related costs be assessed under the provisions of the Drainage Act.
- I) We are not aware of any tile outlet pipe replacements required during construction. If private tile drains are encountered that require new tile outlet pipes, the Drainage Superintendent will direct the Contractor to install those pipes. Payment will be on a unit price basis at the unit price bid in the tender documents.

## 9.0 DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the proposed repair, improvement and extension of the Branch of the Smith Newman Drain. There is a set of 10 drawings showing:

- a) A watershed plan indicating the drainage area boundary for the Branch of the Smith Newman Drain;
- b) Site plan details;
- c) A profile drawing for the existing and extended course of the municipal drain;
- d) Typical cross-sections for the work; and,
- e) Miscellaneous construction details.

## Also attached as Appendix 'B' are:

- a) **'Special Provisions'** for the construction which set out specifications and construction details for the various aspects of the required works to be conducted under this report;
- b) 'General Specifications for Open Drains'; and,
- c) 'Environmental Protection Special Provisions'.

## 10.0 DESCRIPTION OF PROPOSED WORK

The proposed work involves the construction of an open drain of approximately 433m (stations 1+695 to 2+128). This new drain extension will be located on the property with Roll No. 590-03000. The work also involves the abandonment of a private open drain located west of the proposed drain extension. The drain will require brushing, stripping and backfilling where the backfill material can be taken from the excavation of the new drain extension.

The works further consist of brushing and regrading of the profile and side slopes of approximately 686m of existing drain from Station 1+009 to Station 1+695. The excavated material will be deposited and spread on the adjoining farmlands. Brush and trees for entire project are to be removed and deposited off-site. The drain banks for the entire length of the drain are to be topsoiled and seeded.

## 11.0 ALLOWANCES

In accordance with Section 29 of The Drainage Act, allowances for the use of the land required to construct the drainage works and for the disposal of material removed from the drainage works have been made. In this particular case, a net loss of land will result from the extension of the municipal drain on the property with Roll No. 590-03000. We have provided a land allowance for this land at a rate of \$39,536 per hectare (\$16,000 per acre). This amount is shown in the following table under the heading "Land".

Materials excavated from the new extension of the municipal drain shall be disposed of as set out in the Special Provisions. Any material excavated from the new extension of the municipal drain that is not required to complete the backfilling of the existing adjacent drain from Station 1+695 to 2+128, will be levelled on the adjoining farmland with Roll No. 590-03000 on the east side of the new drain.

Material removed from the existing municipal drain from Station 1+009 to 1+682 will be levelled on the adjoining farm lands located west of the drain.

In accordance with Section 30 of The Drainage Act, we determine the amounts to be paid to the owners of the adjoining lands along the course of the work, for damages to lands and crops (if any) occasioned by the construction of the drainage works, the backfilling of the existing open drain, tree removal and brushing, and by the disposal of excess excavated material.

The damage allowances are based upon an amount of approximately \$5,930 per hectare (\$2,400 per acre) over areas designated as working areas and working corridors where excess excavated material will be disposed and spread out. Areas where no excavated material will be disposed and deposited and spread but will be used as working areas and working corridors, damage allowances are based upon an amount of approximately \$1,977 per hectare (\$800 per acre). This amount is shown in the following Schedule of Allowances, under the heading "Damages".

## **SCHEDULE OF ALLOWANCES**

Parcel No.	Roll No.	Con	Lot or Part Lot	Owner	Land	Damages	Total
107	590-03000	NTR	Pt Lot 269 RP		\$ 9,100	\$ 680	\$ 9,780
111	590-06102	NTR	Part Lot 269		-	\$ 325	\$ 325
112	590-06103	NTR	Part Lot 269		-	\$ 240	\$ 240
113	590-06104	NTR	Part Lot 269		-	\$ 275	\$ 275
114	590-06105	NTR	Part Lot 269		-	\$ 320	\$ 320
115	590-06106	NTR	Part Lot 269		-	\$ 300	\$ 300
108	590-06300	NTR	Part Lot 269		-	\$ 1,205	\$ 1,205
				TOTAL ALLOWANCES =	\$ 9,100	\$ 3,345	\$ 12,445

## 12.0 ESTIMATE OF COSTS

Our estimate of the total cost of the proposed work, including the cost of the engineer's report and all incidental expenses, is made up as follows:

## PART 'A' - Station 1+009 to 1+695 (Existing Municipal Drain)

CONSTR	LICTION	ITEMS -	DADT	ίΛ,
CONSIR	UCHUN	I I EIVIS —	PARI	А

1.	Removal and disposal of brush and trees from the existing Branch of the Smith Newman Drain (Stations 1+009 to 1+695)	\$ 10,000.00
2.	Removal and disposal of 450mm diameter CSP at Station 1+540	\$ 1,500.00
3.	Deepen and widen, if necessary, the existing Branch of the Smith Newman Drain to the specified side slopes and drain bottom (Stations 1+009 to 1+695). Material excavated from the municipal drain shall be spread out on the adjoining farm properties on the west side of the drain. (Approximately 850m <sup>3</sup> )	\$ 17,000.00
4.	Topsoil and seed the banks of the existing drain from Stations 1+009 to 1+695. (Approximately 3,400m <sup>2</sup> )	\$ 12,500.00
5.	Silt control	\$ 500.00
	SUB TOTAL FOR CONSTRUCTION – PART 'A'	\$ 41,500.00
	H.S.T. ON CONSTRUCTION (1.76% NET)	\$ 730.00
	TOTAL FOR CONSTRUCTION – PART 'A' (including net H.S.T.)	\$ 42,230.00
INCID	DENTALS - PART 'A'	
	Allowances under Section 30	\$ 2,665.00
	Survey, report, estimate, specifications and drawings	\$ 16,570.00
	Contract administration and inspection	\$ 2,500.00
	Cost portion of ERCA Permit fee	\$ 355.00
	Contingency allowance	\$ 2,250.00
	SUBTOTAL FOR INCIDENTALS – PART 'A'	\$ 24,340.00
	H.S.T. ON INCIDENTALS (1.76% NET)	\$ 430.00
	TOTAL FOR INCIDENTALS – PART 'A' (including net H.S.T.)	\$ 24,770.00
	TOTAL ESTIMATED COST – PART 'A'	\$ 67,000.00

## PART 'B' - Station 1+695 to 2+128 (Municipal Drain Extension)

## **CONSTRUCTION ITEMS – PART 'B'**

	Removal and disposal of brush and trees from the existing open ditch	\$	25,000.00
1.	adjacent to the extension of the Branch of the Smith Newman Drain. (Stations 1+695 to 2+128)	Y	23,000.00
2.	Excavate the new extension of the Branch of the Smith Newman Drain to the profile and cross-sections shown on the drawings from Stations 1+695 to 2+128. Excavated material shall be used to fill in the adjacent open ditch. Material excavated from the extension of the municipal drain that is not required to complete the backfilling of the adjacent open ditch shall be levelled on the adjoining farmlands. Price to include placing, compacting and grading fill material to the elevations shown on the cross-sections. (Approximately 850m³)	\$	13,000.00
3.	Topsoil and seed the banks of the drain extension from Stations 1+695 to 2+128. (Approximately 1,400m²)	\$	5,000.00
4.	Supply and place quarried rock erosion protection (300mm thick) using 150mm-225mm diameter stone from Station 1+700 to 1+725. (approximately 85m² or 51 tonnes)	\$	3,400.00
5.	Silt control	\$	500.00
	SUB TOTAL FOR CONSTRUCTION – PART 'B'	\$	46,900.00
	H.S.T. ON CONSTRUCTION (1.76% NET)	\$	825.00
	TOTAL FOR CONSTRUCTION – PART 'B' (including net H.S.T.)	\$	47,725.00
INCID	DENTALS – PART 'B'		
	Allowances under Sections 29 and 30	\$	9,780.00
	Survey, report, estimate, specifications and drawings	\$	18,190.00
	Contract administration and inspection	\$	3,500.00
	Cost portion of ERCA Permit fee	\$	445.00
	Contingency allowance	\$	2,750.00
	SUBTOTAL FOR INCIDENTALS – PART 'B'	\$	34,665.00
	H.S.T. ON INCIDENTALS (1.76% NET)	\$	610.00
	TOTAL FOR INCIDENTALS – PART 'B' (including net H.S.T.)	\$	35,275.00
	TOTAL ESTIMATED COST – PART 'B'	\$	83,000.00
	GRAND TOTAL ESTIMATED PROJECT COST	\$	150,000.00

The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

## 13.0 UTILITIES

It may become necessary to temporarily or permanently relocate utilities that may conflict with the construction recommended under this report. If this occurs, in accordance with Section 26 of the Drainage Act, we assess any relocation cost against the public utility having jurisdiction. Under Section 69 of the Drainage Act, the public utility is at liberty to do the work with its own forces, but if it should not exercise this option within a reasonable length of time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate public utility.

## 14.0 ASSESSMENT

Under the Drainage Act, assessments against individual properties are normally comprised of three (3) assessment components:

- i. Benefit (advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain).
- ii. Outlet Liability (part of cost required to provide outlet for lands and roads).
- iii. Special Benefit (additional work or feature that may not affect function of the drain).

No Special Benefit Assessments are levied under this report for the recommended construction.

We have assessed the estimated costs against the affected lands and roads as listed in Schedule 'A-1' under "Value of Benefit" and "Value of Outlet." Schedule A-1 relates to the estimated cost of the construction recommended in this report.

When determining "Benefit" assessments, factors such as the advantages to any lands, roads, buildings or other structures resulting from the construction, improvement, repair or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures are considered.

When determining "Outlet" assessments, factors such as area draining from each property, land use, impervious areas, storm water management facilities and other factors are considered. "Outlet" assessments are based upon the volume and rate of flow of the water artificially caused to flow into the drainage works from the lands and roads liable for such assessments.

We consider all of the items of work recommended in this report to be pro-rateable items of work for the purposes of levying the actual final assessments.

## 15.0 FUTURE MAINTENANCE

After completion, the existing Branch of the Smith Newman Drain from Station 1+009 to 1+695 and the extension of the Branch from Stations 1+695 to 2+128 shall be maintained by the Town of Kingsville. Except for the cost of maintaining the access culvert from Station 1+682 to Station 1.695, all maintenance costs shall be levied against the affected lands and roads in the watershed of the Branch of the Smith Newman Drain, pro-rata to the assessments contained in "Schedule A-2" attached to this

report which is based upon an arbitrary maintenance cost of \$10,000. Future maintenance costs shall be levied pro-rata only upon the affected lands and roads that are located upstream of the maintenance works.

The repair, maintenance and/or replacement of the existing access culvert from Station 1+682 to Station 1+695, shall be carried out in the future by the Town of Kingsville. The costs shall be levied against the affected lands and roads upstream of the access culvert, pro-rata to the assessments contained in "Schedule A-3" attached to this report which is based upon an arbitrary maintenance cost of \$5,000. The replacement pipe shall consist of a 13 m length of 1030mm x 740mm corrugated steel pipe-arch (CSPA) with a corrugation profile of 68mm x 13mm and a minimum metal thickness of 2.0mm. The pipe-arch shall be made of aluminized Type II steel or approved equal and have sloping rip-rap end treatment.

For the purpose of future maintenance, the adjoining property owners shall provide suitable maintenance corridors along the open drain and access corridors to the site of the work, in order to permit future maintenance to be carried out. The access corridor shall have a width of at least 8m. The working corridor along the drain shall have a minimum of 5m.

The Smith Newman Drain along North Talbot Road is not repaired and improved under this report and shall be maintained in accordance with the governing bylaws for the Smith Newman Drain including any culverts that are a part of the drainage works.

The above provisions for the future maintenance of the drain shall remain as noted above, subject to any variations that may be made under the authority of the 'Drainage Act RSP 1990 Chapter D.17'.

## 16.0 FISHERIES ISSUES

The Federal Fisheries Act requires that no deleterious substances be introduced to fish habitat and that there be no net loss of fish habitat as a result of any undertaking. Any activities that may introduce deleterious substances or result in loss of fish habitat may require a permit from the Minister of Fisheries, Oceans and the Canadian Coast Guard.

A self-assessment of the project has been completed and an application for a DFO Review was submitted. A DFO review was completed. A copy of the DFO review response is included in "Appendix D". To avoid and mitigate the potential for serious harm to fish, DFO recommends implementation of the measures listed below:

- Complete all work in the dry.
- Utilize appropriate erosion and sediment control measures.
- Stabilize any disturbed banks as soon as possible.
- Complete all works outside of the provincial restricted activities timing window for spring spawning fish (March 15 to July 15)

Provided that the above measures are followed by the Contractor, DFO is of the view that the proposed work will not result in serious harm to fish or prohibited effects on listed aquatic species at risk. As such, an authorization under the Fisheries Act or a permit under the Species at Risk Act are not required.

The Contractor will be responsible to meet the other requirements of federal, provincial and municipal agencies. In addition, the Environmental Specifications attached to this report provides appropriate avoidance and mitigation measures for the Contractor to adhere to.

## 17.0 GRANTS

In accordance with the provisions of Sections 85, 86 and 87 of the Drainage Act, a grant in the amount of 33–1/3 percent of the assessment eligible for a grant may be made in respect to the assessment made under this report upon privately owned lands used for agricultural purposes. The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. Three assessed properties are privately owned lands used for agricultural purposes and are eligible for grant under the A.D.I.P. policies. We are not aware of any lateral drains involved in this work that would not be eligible for a grant. We recommend that application be made to the Ontario Ministry of Agriculture and Food in accordance with Section 88 of the Drainage Act, for this grant, as well as for all other grants for which this work may be eligible.

All of which is respectfully submitted.

RC SPENCER ASSOCIATES INC.

D. R. M. Grendy

**PREPARED BY:** 

Dennis R. McCready, B.A.Sc., P. Eng.

Appointed Engineer October 7, 2019

D. R. McCREADY STORY OF ON THE STORY OF ON THE

**REVIEWED BY:** 

Shane LaFontaine, M. Eng., P. Eng.

October 7, 2019



## **APPENDIX 'A'**

## **SCHEDULES OF ASSESSMENT**

- **SCHEDULE A-1 Schedule of Assessment for Construction**
- SCHEDULE A-2 Schedule of Assessment for Future Maintenance
- **SCHEDULE A-3** Schedule of Assessment for Culvert Maintenance

REPAIR, IMPROVEMENT AND EXTENSION

OF THE BRANCH OF THE SMITH NEWMAN DRAIN

TOWN OF KINGSVILLE

## SCHEDULE A-1 SCHEDULE OF ASSESSMENT FOR CONSTRUCTION

## BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

A) MUNI	CIPAL LANDS												
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	٠,	(SECTION 22) VALUE OF BENEFIT		(SECTION 23) OUTLET LIABILITY		LUE OF OUTLET		TOTAL ASSESSMENT	
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$	1,056.00	\$	1,056.00			
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$	311.00	\$	311.00			
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$	1,835.00	\$	1,835.00			
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	2,322.00	\$	1,866.00	\$	4,188.00			
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$	21.00	\$	21.00			
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	10.570	Town of Kingsville	\$	7,511.00	\$	4,927.00	\$	12,438.00			
	Total affected Lands (Hectares) 21.413 12.611												
	Total Ass	nds	\$	9,833.00	\$	10,016.00	\$	19,849.00					

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	GRANTABLE)					
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	ECTION 22) VALUE OF BENEFIT	Ò	ECTION 23) OUTLET IABILITY	AS	TOTAL SESSMENT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ _	\$	1,306.00	\$	1,306.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ -	\$	287.00	\$	287.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$	369.00	\$	369.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$	389.00	\$	389.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$	1,216.00	\$	1,216.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$	747.00	\$	747.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$	756.00	\$	756.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$	831.00	\$	831.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$	369.00	\$	369.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ 53,463.00	\$	12,142.00	\$	65,605.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$	2,047.00	\$	2,047.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$	751.00	\$	751.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$	857.00	\$	857.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ 379.00	\$	305.00	\$	684.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ 144.00	\$	117.00	\$	261.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ 59.00	\$	48.00	\$	107.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ 126.00	\$	50.00	\$	176.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00

3) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	DS (NON-C	GRANTABLE)				•
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	١	ECTION 22) /ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$	289.00	\$ 116.00	\$ 405.00
37	590-04120	12M-392	Lot 17	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
38	590-04121	12M-392	Lot 18	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
39	590-04122	12M-392	Lot 19	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
40	590-04123	12M-392	Lot 20	0.088	0.088		\$	274.00	\$ 109.00	\$ 383.00
41	590-04124	12M-392	Lot 21	0.068	0.068		\$	106.00	\$ 85.00	\$ 191.00
42	590-04125	12M-392	Lot 22	0.068	0.068		\$	106.00	\$ 85.00	\$ 191.00
43	590-04126	12M-392	Lot 23	0.069	0.069		\$	106.00	\$ 86.00	\$ 192.00
44	590-04127	12M-392	Lot 24	0.069	0.069		\$	106.00	\$ 86.00	\$ 192.00
45	590-04128	12M-392	Lot 25	0.082	0.082		\$	126.00	\$ 102.00	\$ 228.00
46	590-04129	12M-392	Lot 26	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
47	590-04130	12M-392	Lot 27	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
48	590-04131	12M-392	Lot 28	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
49	590-04132	12M-392	Lot 29	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
50	590-04133	12M-392	Lot 30	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
51	590-04134	12M-392	Lot 31	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
52	590-04135	12M-392	Lot 32	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
53	590-04136	12M-392	Lot 33	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
54	590-04137	12M-392	Lot 34	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
55	590-04138	12M-392	Lot 35	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
56	590-04139	12M-392	Lot 36	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
57	590-04139	12M-392	Lot 37	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
58	590-04141	12M-392			0.092			144.00		
59	590-04141	12M-392	Lot 38	0.093	0.093		\$	144.00		\$ 260.00 \$ 260.00
			Lot 39	0.093			\$			•
60	590-04143	12M-392	Lot 40	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
61	590-04144	12M-392	Lot 41	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
62	590-04145	12M-392	Lot 42	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
63	590-04148	12M-392	Lot 43	0.031	0.031		\$	49.00	\$ 39.00	\$ 88.00
64	590-04150	12M-392	Lot 44	0.232	0.232		\$	359.00	\$ 144.00	\$ 503.00
65	590-04155	12M-392	Lot 45	0.368	0.368		\$	570.00	\$ 229.00	\$ 799.00
66	590-04165	12M-392	Lot 46	0.078	0.078		\$	243.00	\$ 97.00	\$ 340.00
67	590-05901	M158	Lot 17	0.127	0.127		\$	-	\$ 237.00	\$ 237.00
68	590-05902	M158	Lot 16	0.085	0.085		\$	-	\$ 159.00	
69	590-05903	M158	Lot 15	0.088	0.088		\$	-	\$ 164.00	\$ 164.00
70	590-05904	M158	Lot 14	0.086	0.086		\$	-	\$ 160.00	\$ 160.00
71	590-05905	M158	Lot 13	0.128	0.128		\$	-	\$ 239.00	\$ 239.00
72	590-05934	M158	Lot 1	0.079	0.079		\$	-	\$ 147.00	\$ 147.00
73	590-05935	M158	Lot 2	0.071	0.071		\$	-	\$ 132.00	\$ 132.00
74	590-05936	M158	Lot 3	0.071	0.071		\$	-	\$ 132.00	\$ 132.00
75	590-05937	M158	Lot 4	0.080	0.080		\$	-	\$ 149.00	\$ 149.00
76	590-05938	M158	Lot 5	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
77	590-05939	M158	Lot 6	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
78	590-05940	M158	Lot 7	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
79	590-05941	M158	Lot 8	0.089	0.089		\$	-	\$ 166.00	\$ 166.00
80	590-05942	M158	Lot 9	0.083	0.083		\$	-	\$ 155.00	\$ 155.00
81	590-05943	M158	Lot 10	0.083	0.083		\$	-	\$ 155.00	\$ 155.00
82	590-05944	M158	Lot 11	0.083	0.083		\$	-	\$ 155.00	\$ 155.00
83	590-05945	M173	Lot 12	0.083	0.083		\$	-	\$ 155.00	\$ 155.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT		ECTION 23) OUTLET LIABILITY	TOTAL ESSMENT
84	590-05946	M173	Lot 12	0.097	0.097		\$	-	\$ 181.00	\$ 181.00
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$ 181.00	\$ 181.00
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$ 183.00	\$ 183.00
87	590-05949	M173	Lot 15	0.098	0.098		\$	-	\$ 183.00	\$ 183.00
88	590-05950	M173	Lot 16	0.098	0.098		\$	-	\$ 183.00	\$ 183.00
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$ 183.00	\$ 183.00
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$ 183.00	\$ 183.00
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$ 177.00	\$ 177.00
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$ 177.00	\$ 177.00
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$ 155.00	\$ 155.00
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$ 142.00	\$ 142.00
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$ 170.00	\$ 170.00
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$ 200.00	\$ 200.00
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$ 168.00	\$ 168.00
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$ 144.00	\$ 144.00
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$ 136.00	\$ 136.00
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$ 125.00	\$ 125.00
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$ 157.00	\$ 157.00
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$ 188.00	\$ 188.00
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$ 188.00	\$ 188.00
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$ 164.00	\$ 164.00
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$ 164.00	\$ 164.00
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	493.00	\$ 396.00	\$ 889.00
		Total affect	ted Lands (Hectares)	16.533	16.533		!			
		Total As	sessment on Private	ly Owned No	n-Agricultural	Lands (Non-Grantable)	\$	63,718.00	\$ 34,324.00	\$ 98,042.00

C) PRIV	ATELY OW	NED - A	GRICULTURAL	LANDS (C	RANTABL	.E)						
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	` ·	ECTION 22) VALUE OF BENEFIT	ÒΟι	TION 23) JTLET BILITY	AS	TOTAL SESSMENT
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.47		s	4.508.00	\$	6.537.00	s	11.045.00
108	590-06300	NTR	Pt Lot 269	9.837	5.049		\$	3,587.00	·	1,035.00		4,622.00
109	590-06600	NTR	Pt Lot 269	9.720	2.440		\$	1,734.00	\$	500.00	\$	2,234.00
		Total affect	ted Lands (Hectares)	37.027	24.959				l			
		Tota	al Assessment on Pri	vately Owne	d Agricultural	Lands (Grantable)	\$	9,829.00	\$	8,072.00	\$	17,901.00

D) PRIV	ATELY OW	NED - A	GRICULTURAL	LANDS (N	ION-GRAN	TABLE)						
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	٠,	SECTION 22) VALUE OF BENEFIT	`	ECTION 23) OUTLET LIABILITY	AS	TOTAL SESSMENT
110	590-06000	NTR	Pt Lot 269	0.278	0.060		\$	-	\$	112.00	\$	112.00
111	590-06102	NTR	Pt Lot 269	1.849	1.792		\$	1,910.00	\$	1,058.00	\$	2,968.00
112	590-06103	NTR	Pt Lot 269	1.822	1.702		\$	1,814.00	\$	899.00	\$	2,713.00
113	590-06104	NTR	Pt Lot 269	1.858	1.738		\$	1,852.00	\$	810.00	\$	2,662.00
114	590-06105	NTR	Pt Lot 269	1.885	1.821		\$	1,941.00	\$	736.00	\$	2,677.00
115	590-06106	NTR	Pt Lot 269	2.291	2.138		\$	2,278.00	\$	731.00	\$	3,009.00
116	590-06200	NTR	Pt Lot 269	0.276	0.060		\$	-	\$	67.00	\$	67.00
	•	Total affect	ted Lands (Hectares)	10.259	9.311							
<u></u>		Total	Assessment on Priva	tely Owned	Agricultural La	inds (Non-Grantable)	\$	9,795.00	\$	4,413.00	\$	14,208.00

TOTAL LANDS AFFECTED (Ha)	
A) MUNICIPAL LANDS	12.611
B) Non-Agricultural Lands	16.533
C) Agricultural Lands (Grantable)	24.959
D) Agricultural Lands (Non-grantable)	9.311
Total Lands Affected:	63.414

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

## SCHEDULE A-2 SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE

## BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

PARCEL NO.	CIPAL LANDS  Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	١̈٧	ECTION 22) /ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$ 103.00	\$ 103.00
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$ 28.00	\$ 28.00
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$ 165.00	\$ 165.00
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	510.00	\$ 168.00	\$ 678.00
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$ 2.00	\$ 2.00
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	10.570	Town of Kingsville	\$	707.00	\$ 442.00	\$ 1,149.00
	Total affected Lands (Hectares)	21.413	12.611					
	Total Ass	essment on	Municipal La	nds	\$	1,217.00	\$ 908.00	\$ 2,125.00

B) PRIVA	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	GRANTABLE)			
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ -	\$ 117.00	\$ 117.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ -	\$ 26.00	\$ 26.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$ 33.00	\$ 33.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$ 35.00	\$ 35.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$ 77.00	\$ 77.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$ 48.00	\$ 48.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$ 48.00	\$ 48.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$ 53.00	\$ 53.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$ 23.00	\$ 23.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ 1,528.00	\$ 836.00	\$ 2,364.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$ 130.00	\$ 130.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$ 48.00	\$ 48.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$ 55.00	\$ 55.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ 51.00	\$ 27.00	\$ 78.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ 20.00	\$ 11.00	\$ 31.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ 8.00	\$ 4.00	\$ 12.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ 9.00	\$ 5.00	\$ 14.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29.00

		CON. OR	ON-AGRICULTU	AREA	AREA	,	/er-	CTION 22)	(SECTION 23)	
PARCEL NO.	TAX ROLL NO.	PLAN NO.	LOT OR PART OF LOT	OWNED (Hectares)	AFFECTED (Hectares)	OWNER	`v,	ALUE OF ENEFIT	OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.0
37	590-04120	12M-392	Lot 17	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.0
38	590-04121	12M-392	Lot 18	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.0
39	590-04122	12M-392	Lot 19	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.0
40	590-04123	12M-392	Lot 20	0.088	0.088		\$	18.00	\$ 10.00	\$ 28.0
41	590-04124	12M-392	Lot 21	0.068	0.068		\$	14.00	\$ 8.00	\$ 22.0
42	590-04125	12M-392	Lot 22	0.068	0.068		\$	14.00	\$ 8.00	\$ 22.0
43	590-04126	12M-392	Lot 23	0.069	0.069		\$	14.00	\$ 8.00	\$ 22.0
44	590-04127	12M-392	Lot 24	0.069	0.069		\$	14.00	\$ 8.00	\$ 22.0
45	590-04128	12M-392	Lot 25	0.082	0.082		\$	17.00	\$ 9.00	\$ 26.
46	590-04129	12M-392	Lot 26	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.0
47	590-04130	12M-392	Lot 27	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.0
48	590-04131	12M-392	Lot 28	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.0
49	590-04132	12M-392	Lot 29	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.0
50	590-04133	12M-392	Lot 30	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.
51	590-04134	12M-392	Lot 31	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.
52	590-04135	12M-392	Lot 32	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.
53	590-04136	12M-392	Lot 33	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.
54	590-04137	12M-392	Lot 34	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.
55	590-04137	12M-392	Lot 35	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.
56	590-04139	12M-392	Lot 36	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.
57	590-04139	12M-392	Lot 37	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.
58	590-04141	12M-392		0.092	0.092					\$ 29.
			Lot 38				\$			
59	590-04142	12M-392	Lot 39	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.
60	590-04143	12M-392	Lot 40	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.
61	590-04144	12M-392	Lot 41	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.
62	590-04145	12M-392	Lot 42	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.
63	590-04148	12M-392	Lot 43	0.031	0.031		\$	6.00	\$ 3.00	\$ 9.
64	590-04150	12M-392	Lot 44	0.232	0.232		\$	24.00	\$ 13.00	\$ 37.
65	590-04155	12M-392	Lot 45	0.368	0.368		\$	38.00	\$ 21.00	\$ 59.
66	590-04165	12M-392	Lot 46	0.078	0.078		\$	16.00	\$ 9.00	\$ 25.
67	590-05901	M158	Lot 17	0.127	0.127		\$	-	\$ 21.00	\$ 21.
68	590-05902	M158	Lot 16	0.085	0.085		\$	-	\$ 14.00	\$ 14.
69	590-05903	M158	Lot 15	0.088	0.088		\$	-	\$ 15.00	
70	590-05904	M158	Lot 14	0.086	0.086		\$	-	\$ 14.00	
71	590-05905	M158	Lot 13	0.128	0.128		\$	-	\$ 21.00	
72	590-05934	M158	Lot 1	0.079	0.079		\$	-	\$ 13.00	
73	590-05935	M158	Lot 2	0.071	0.071		\$	-	\$ 12.00	
74	590-05936	M158	Lot 3	0.071	0.071		\$	-	\$ 12.00	\$ 12.
75	590-05937	M158	Lot 4	0.080	0.080		\$	-	\$ 13.00	\$ 13.
76	590-05938	M158	Lot 5	0.082	0.082		\$	-	\$ 14.00	
77	590-05939	M158	Lot 6	0.082	0.082		\$	-	\$ 14.00	\$ 14.
78	590-05940	M158	Lot 7	0.082	0.082		\$	-	\$ 14.00	\$ 14.
79	590-05941	M158	Lot 8	0.089	0.089		\$	-	\$ 15.00	\$ 15.
80	590-05942	M158	Lot 9	0.083	0.083		\$	-	\$ 14.00	\$ 14.
81	590-05943	M158	Lot 10	0.083	0.083		\$	-	\$ 14.00	\$ 14.
82	590-05944	M158	Lot 11	0.083	0.083		\$	-	\$ 14.00	\$ 14.0
83	590-05945	M173	Lot 12	0.083	0.083		\$	-	\$ 14.00	\$ 14.

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	GRANTABLE)					
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	· v	CTION 22) ALUE OF BENEFIT	l `	ECTION 23) OUTLET LIABILITY	TOTAL ESSMENT
84	590-05946	M173	Lot 12	0.097	0.097		\$	-	\$	16.00	\$ 16.00
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$	16.00	\$ 16.00
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$	16.00	\$ 16.00
87	590-05949	M173	Lot 15	0.098	0.098		\$	-	\$	16.00	\$ 16.00
88	590-05950	M173	Lot 16	0.098	0.098		\$	-	\$	16.00	\$ 16.00
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$	16.00	\$ 16.00
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$	16.00	\$ 16.00
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$	16.00	\$ 16.00
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$	16.00	\$ 16.00
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$	14.00	\$ 14.00
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$	13.00	\$ 13.00
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$	15.00	\$ 15.00
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$	18.00	\$ 18.00
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$	15.00	\$ 15.00
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$	13.00	\$ 13.00
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$	12.00	\$ 12.00
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$	11.00	\$ 11.00
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$	14.00	\$ 14.00
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$	17.00	\$ 17.00
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$	17.00	\$ 17.00
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$	15.00	\$ 15.00
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$	15.00	\$ 15.00
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	66.00	\$	36.00	\$ 102.00
	-	Total affect	ted Lands (Hectares)	16.533	16.533						
		Total As	sessment on Private	ly Owned No	n-Agricultural	Lands (Non-Grantable)	\$	2,484.00	\$	2,620.00	\$ 5,104.00

C) PRIV	ATELY OW	NED - A	GRICULTURAL	LANDS (G	RANTABL	E)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	`v	CTION 22) ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.47		\$	297.00	\$ 537.00	\$ 834.00
108	590-06300	NTR	Pt Lot 269	9.837	5.049		\$	333.00	\$ 93.00	\$ 426.00
109	590-06600	NTR	Pt Lot 269	9.720	2.440		\$	161.00	\$ 45.00	\$ 206.00
	•	Total affect	ted Lands (Hectares)	37.027	24.959					
		Tota	al Assessment on Pri	ivately Owne	d Agricultural	Lands (Grantable)	\$	791.00	\$ 675.00	\$ 1,466.00

D) PRIV	ATELY OW	NED - A	GRICULTURAL	LANDS (N	ION-GRAN	TABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	٠,	SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
110	590-06000	NTR	Pt Lot 269	0.278	0.060		\$	-	\$ 10.00	\$ 10.00
111	590-06102	NTR	Pt Lot 269	1.849	1.792		\$	177.00	\$ 95.00	\$ 272.00
112	590-06103	NTR	Pt Lot 269	1.822	1.702		\$	168.00	\$ 81.00	\$ 249.00
113	590-06104	NTR	Pt Lot 269	1.858	1.738		\$	172.00	\$ 73.00	\$ 245.00
114	590-06105	NTR	Pt Lot 269	1.885	1.821		\$	180.00	\$ 66.00	\$ 246.00
115	590-06106	NTR	Pt Lot 269	2.291	2.138		\$	211.00	\$ 66.00	\$ 277.00
116	590-06200	NTR	Pt Lot 269	0.276	0.060		\$	-	\$ 6.00	\$ 6.00
		Total affect	ted Lands (Hectares)	10.259	9.311					
		Total	Assessment on Priva	tely Owned	Agricultural La	ands (Non-Grantable)	\$	908.00	\$ 397.00	\$ 1,305.00

TOTAL ASSESSMENT FOR SCHEDULE A-2 (SECTIONS A,B,C & D)	s	5,400.00	\$ 4.6	00.00	s	10,000.00
· · · · · · · · · · · · · · · · · · ·	Ψ	3,400.00	Ψ +,0	00.00	Ψ	10,000.00

TOTAL LANDS AFFECTED (Ha)	
A) MUNICIPAL LANDS	12.611
B) Non-Agricultural Lands	16.533
C) Agricultural Lands (Grantable)	24.959
D) Agricultural Lands (Non-grantable)	9.311
Total Lands Affected:	63.414

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

## SCHEDULE A-3 SCHEDULE OF ASSESSMENT FOR FUTURE CULVERT MAINTENANCE

## BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

A) MUNI	A) MUNICIPAL LANDS										
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 24) SPECIAL BENEFIT		` SPECIAL '		(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT	
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$ 70.00	\$ 70.00			
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$ 21.00	\$ 21.00			
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$ 124.00	\$ 124.00			
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	-	\$ 126.00	\$ 126.00			
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$ 1.00	\$ 1.00			
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	0.270	Town of Kingsville	\$	2,500.00	\$ 11.00	\$ 2,511.00			
	Total affected Lands (Hectares) 21.413 2.311										
	Total Ass	nds	\$	2,500.00	\$ 353.00	\$ 2,853.00					

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-0	GRANTABLE)			
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 24) SPECIAL BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ -	\$ 88.00	\$ 88.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ -	\$ 19.00	\$ 19.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$ 25.00	\$ 25.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$ 26.00	\$ 26.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$ 35.00	\$ 35.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$ 21.00	\$ 21.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$ 22.00	\$ 22.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$ 24.00	\$ 24.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$ 11.00	\$ 11.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ -	\$ 349.00	\$ 349.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$ 59.00	\$ 59.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$ 22.00	\$ 22.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$ 25.00	\$ 25.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ -	\$ 28.00	\$ 28.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ -	\$ 12.00	\$ 12.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ -	\$ 10.00	\$ 10.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ -	\$ 10.00	\$ 10.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ -	\$ 12.00	\$ 12.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	DS (NON-C	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 24) SPECIAL BENEFIT	•	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$ -	\$	12.00	\$ 12.00
37	590-04120	12M-392	Lot 17	0.089	0.089		\$ -	\$		\$ 11.00
38	590-04121	12M-392	Lot 18	0.089	0.089		\$ -	\$	11.00	\$ 11.00
39	590-04122	12M-392	Lot 19	0.089	0.089		\$ -	\$		\$ 11.00
40	590-04123	12M-392	Lot 20	0.088	0.088		\$ -	\$		\$ 11.00
41	590-04124	12M-392	Lot 21	0.068	0.068		\$ -	\$		\$ 9.00
42	590-04125	12M-392	Lot 22	0.068	0.068		\$ -	\$		\$ 9.00
43	590-04126	12M-392	Lot 23	0.069	0.069		\$ -	\$		\$ 9.00
44	590-04127	12M-392	Lot 24	0.069	0.069		\$ -	\$		\$ 9.00
45	590-04128	12M-392	Lot 25	0.082	0.082		\$ -	\$		\$ 10.00
46	590-04129	12M-392	Lot 26	0.091	0.091		\$ -	\$		\$ 12.00
47	590-04130	12M-392	Lot 27	0.091	0.091		\$ -	\$		\$ 12.00
48	590-04131	12M-392	Lot 28	0.091	0.091		\$ -	\$		\$ 12.00
49	590-04132	12M-392	Lot 29	0.091	0.091		\$ -	\$		\$ 12.00
50	590-04133	12M-392	Lot 30	0.091	0.091		\$ -	\$		\$ 12.00
51	590-04134	12M-392	Lot 31	0.091	0.091		\$ -	\$		\$ 12.00
52	590-04135	12M-392	Lot 32	0.092	0.092		\$ -	\$		\$ 12.00
53	590-04136	12M-392	Lot 33	0.092	0.092		\$ -	\$		\$ 12.00
54	590-04137	12M-392	Lot 34	0.092	0.092		\$ -	\$		\$ 12.00
		12M-392		0.092	0.092		\$ -			
55	590-04138		Lot 35				,	\$		
56	590-04139	12M-392	Lot 36	0.092	0.092		\$ -	\$		\$ 12.00
57	590-04140	12M-392	Lot 37	0.092	0.092		\$ -	\$		\$ 12.00
58	590-04141	12M-392	Lot 38	0.093	0.093		\$ -	\$		\$ 12.00
59	590-04142	12M-392	Lot 39	0.093	0.093		\$ -	\$		\$ 12.00
60	590-04143	12M-392	Lot 40	0.093	0.093		\$ -	\$		\$ 12.00
61	590-04144	12M-392	Lot 41	0.093	0.093		\$ -	\$		\$ 12.00
62	590-04145	12M-392	Lot 42	0.093	0.093		\$ -	\$		\$ 12.00
63	590-04148	12M-392	Lot 43	0.031	0.031		\$ -	\$		\$ 4.00
64	590-04150	12M-392	Lot 44	0.232	0.232		\$ -	\$		\$ 27.00
65	590-04155	12M-392	Lot 45	0.368	0.368		\$ -	\$		\$ 35.00
66	590-04165	12M-392	Lot 46	0.078	0.078		\$ -	\$		\$ 10.00
67	590-05901	M158	Lot 17	0.127	0.127		\$ -	\$		\$ 16.00
68	590-05902	M158	Lot 16	0.085	0.085		\$ -	\$		
69	590-05903	M158	Lot 15	0.088	0.088		\$ -	\$		
70	590-05904	M158	Lot 14	0.086	0.086		\$ -	\$		
71	590-05905	M158	Lot 13	0.128	0.128		\$ -	\$		
72	590-05934	M158	Lot 1	0.079	0.079		\$ -	\$		
73	590-05935	M158	Lot 2	0.071	0.071		\$ -	\$		
74	590-05936	M158	Lot 3	0.071	0.071		\$ -	\$		
75	590-05937	M158	Lot 4	0.080	0.080		\$ -	\$		
76	590-05938	M158	Lot 5	0.082	0.082		\$ -	\$		
77	590-05939	M158	Lot 6	0.082	0.082		\$ -	\$		
78	590-05940	M158	Lot 7	0.082	0.082		\$ -	\$		
79	590-05941	M158	Lot 8	0.089	0.089		\$ -	\$		
80	590-05942	M158	Lot 9	0.083	0.083		\$ -	\$	10.00	
81	590-05943	M158	Lot 10	0.083	0.083		\$ -	\$	10.00	\$ 10.00
82	590-05944	M158	Lot 11	0.083	0.083		\$ -	\$	10.00	\$ 10.00
83	590-05945	M173	Lot 12	0.083	0.083		\$ -	\$	10.00	\$ 10.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	IRAL LAN	IDS (NON-C	GRANTABLE)						
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 24) SPECIAL BENEFIT		(SECTION 23) OUTLET LIABILITY		TOTAL ASSESSMENT	
84	590-05946	M173	Lot 12	0.097	0.097		\$	-	\$	12.00	\$ 12.00	
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$	12.00	\$ 12.00	
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$	12.00	\$ 12.00	
87	590-05949	M173	Lot 15	0.098	0.098		\$	-	\$	12.00	\$ 12.00	
88	590-05950	M173	Lot 16	0.098	0.098		\$	-	\$	12.00	\$ 12.00	
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$	12.00	\$ 12.00	
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$	12.00	\$ 12.00	
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$	12.00	\$ 12.00	
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$	12.00	\$ 12.00	
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$	10.00	\$ 10.00	
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$	10.00	\$ 10.00	
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$	12.00	\$ 12.00	
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$	14.00	\$ 14.00	
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$	11.00	\$ 11.00	
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$	10.00	\$ 10.00	
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$	9.00	\$ 9.00	
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$	8.00	\$ 8.00	
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$	11.00	\$ 11.00	
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$	13.00	\$ 13.00	
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$	13.00	\$ 13.00	
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$	11.00	\$ 11.00	
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$	11.00	\$ 11.00	
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	-	\$	32.00	\$ 32.00	
		Total affect	ted Lands (Hectares)	16.616	16.616							
		Total As	sessment on Private	y Owned No	n-Agricultural	Lands (Non-Grantable)	\$	-	\$	1,779.00	\$ 1,779.00	

C) PRIV	ATELY OW	/NED - A	GRICULTURAL	LANDS (C	RANTABL	E)						
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	\ ``s	ECTION 24) SPECIAL BENEFIT	,-	ECTION 23) OUTLET LIABILITY	TOTAL ASSESSMEN	NT
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.470		\$	-	\$	368.00	\$ 368.	.00
Total affected Lands (Hectares) 17.470 17.470												
	Total Assessment on Privately Owned Agricultural Lands (Grantable)						\$	-	\$	368.00	\$ 368	.00

Ψ 2,00	TOTAL ASSESSMENT FOR SCHEDULE A-3 (SECTIONS A, B & C) \$ 2,50	0.00	\$	2,500.00	\$	5,000.00
--------	---	------	----	----------	----	----------

TOTAL LANDS AFFECTED (Ha)						
A) MUNICIPAL LANDS	2.311					
B) Non-Agricultural Lands	16.616					
C) Agricultural Lands (Grantable)	17.470					
Total Lands Affected:	36.397					

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

## **APPENDIX 'B'**

## **SPECIAL PROVISIONS AND SPECIFICATIONS**

REPAIR, IMPROVEMENT AND EXTENSION

OF THE BRANCH OF THE SMITH NEWMAN DRAIN

TOWN OF KINGSVILLE

## **SPECIAL PROVISIONS**

#### 1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto are part of Appendix 'B'. It forms part of this specification and is to be read with these specifications and the Drawings contained in the report. Where there is a difference between the requirements of the Special Provisions and the General Specifications, the Special Provisions shall take precedence.

### 2.0 DESCRIPTION OF WORK

This specification and the report, plans and profiles bearing the same date, apply to and govern the works of approximately 1,119 m of open drain by the construction of 433 m of new open drain and the repair and improvement of approximately 686 of existing open drain.

The open drain extension from Stations 1+695 to 2+128 includes the excavation of a new channel, seeding of the new drain banks, and backfilling of the adjacent existing open drain. Also included is the removal of trees and brush, and stripping of the adjacent existing drain prior to backfilling. The material excavated for the construction of the new drain shall be used to backfill the adjacent drain. In the case where there is excess material after the backfilling of the adjacent drain is complete, the material shall be deposited and spread east of the open drain, on the adjoining farm property with Roll No. 590-03000.

Where the existing municipal drain is to be repaired and improved from Station 1+009 to 1+695, the work includes the removal and disposal of brush and trees, the removal of an existing 450mm diameter CSP at Station 1+540; the deepening and widening of the open drain to the profile, side slopes and bottom width specified on the drawings; and the placement of topsoil, seed and mulch on the new drain banks. The material excavated from the existing municipal drain shall be deposited and spread on the adjoining farmlands located west of the drain.

Rip Rap erosion protection will be installed in the locations specified on the drawings. Approximately 85m<sup>2</sup> or 51 tonnes of riprap stone will be required.

Silt Control measures will be implemented during construction.

Tile outlet pipes will be replaced if required and as designated by the Drainage Superintendent in the field.

## 3.0 STATIONING

The reference stations are measured along the existing and new course of the municipal drain. Station 1+000 is set at the center line of pavement on North Talbot Road. The downstream end of the Branch of the Smith Newman Drain is referenced as Station 1+009. A property line is located along the entire length of the drain. The offsets in the cross-sections are referenced from this property line.

### 4.0 SUPPLY OF MATERIALS

The contractor shall supply all materials, labour and equipment necessary for the proper completion of the work, unless otherwise stated in the Specifications or the Tender documents.

## Materials shall be as follows:

## **Erosion Stone for Sloping End Protection**

All stone to be used for erosion protection shall be 125-250 mm clear quarried rock or OPSS 1004, minimum 300 mm thickness. Round field stone is not acceptable.

## **Topsoil for Drain Banks**

Topsoil conforming to OPSS, 50 mm thickness.

## **Native Material**

Select earth material, dry, free from broken concrete, steel, wood and deleterious substances.

#### Filter Fabric

"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.

## 5.0 ALIGNMENT

The new course of the open drain from Station 1+695 to Station 2+128 shall generally follow the alignment shown on the drawings. Prior to construction, the contractor shall stake the alignment proposed for the new course of the drain in the field for review by the Drainage Superintendent, in consultation with the property owner. The intention is to make the centreline of the new drain as straight as possible, while connecting with the existing municipal drain at Station 1+695 and follow a course which is parallel to the west limit of the property with Roll No. 590-03000. The contractor shall request the legal survey plan for Roll No. 590-03000 which shows the survey bars for the west limit of the property. The Contractor shall stake the alignment for the new drain based upon the legal survey plan.

From Station 1+009 to Station 1+695, the open municipal drain is to be cleared and grubbed and the centreline of the excavation shall generally follow the centreline of the existing channel.

#### 6.0 PROFILE

The contractor shall exercise extreme caution in adhering strictly to the design gradeline shown in the drawings and avoid over-excavation as over-excavation of the drain will cause ponding of water to occur.

## 7.0 BOTTOM WIDTH AND SIDE SLOPES

The new course of the drain from Station 1+695 to Station 2+128 shall have a finished bottom width of 1.0 metre and side slopes of 2.0 m horizontal to 1.0 m vertical.

The existing course of the municipal drain from Station 1+009 to Station 1+682 will be cleared and regraded by excavation to the design gradeline, constructing a drain bottom width of 1.0m and constructing side slopes of 2.0m horizontal to 1.0m vertical.

#### 8.0 BRUSH AND TREES

Brush and trees shall be removed from the existing channel, from Station 1+009 to Station 1+695 and from the existing private ditch from Station 1+695 to Station 2+128, and shall be disposed of as set out in Section 15 of the General Specification for Open Drains.

From Station 1+695 to Station 2+128, the existing open drain west of the new drain extension will be backfilled. Prior to backfilling the open drain, the contractor will also be required to remove any visible stumps and roots from both banks of the drain that are within a 1 m vertical distance of the top of the existing drain banks.

In accordance with Regulation 67/87 of The Ontario Fire Code, open air burning is not permitted unless approved. In addition to complying with all other applicable legislation relating to open air burning, the contractor must apply to the Chief of the Town of Kingsville Fire Department for approval to burn the brush and trees on this project. No open burning will be permitted unless authorized, in writing, by the Fire Chief. The Drainage Superintendent will supply to the contractor, the name and address of the Fire Chief responsible for the area in which the project is located.

### 9.0 DISPOSAL OF MATERIAL

## a) Station 1+009 to Station 1+695

From Station 1+009 to Station 1+695, the contractor may operate his equipment from the west side of the drain as directed by the Drainage Superintendent in consultation with the property owner. The material excavated from the drain will be deposited and spread on the immediately adjacent farmlands on the side of the drain from which the excavation was completed.

## b) Station 1+695 to Station 2+128

From Station 1+695 to Station 2+128, the existing open drain west of the new drain extension is to be backfilled. First, the contractor shall complete the excavation of the new course of the drain. When excavating the new drain, the topsoil is to be removed and stockpiled separately on the west side of the existing open ditch. Then, the subsoil is to be excavated from the new course and placed and spread in the open ditch being abandoned in uniform full width layers of not more than 0.3 metres (loose measurement) in depth. Each layer shall be compacted to a Standard Proctor Dry Density of 95% by repetitive passes over the fill area with standard levelling equipment or compaction equipment if necessary. Any material that is in excess of filling in the existing drain shall be spread out evenly on the farm property with Roll No. 590-03000.

Once all of the subsoil has been placed in the adjacent drain, then the contractor will be required to replace and spread the topsoil over the abandoned drain area. The area is to be graded to provide a uniform contour and slope. If additional material is required to complete the levelling and regrading operation, then suitable imported material shall be used.

Once the backfilling and regrading of the area near the abandoned section of open drain has been completed, any excess topsoil is to be placed on the drain banks to a depth of 50 mm and any excess shall be levelled along the west side of the drain as set out in the General Specification for Open Drains.

Alternative methods or procedures for completing the earthworks may be proposed by the Contractor for approval of the Engineer prior to construction.

## 10.0 ACCESS CULVERTS

From Stations 1+540 to 1+546.9, there is a 6.9 m length of 450 mm diameter CSP with rip-rap end walls located in the drain. The Contractor shall remove the pipe, backfill materials and end wall materials from the drain and dispose of them off site. An open channel shall be constructed in place of the culvert to the specified dimensions.

From Stations 1+682 to 1+695, there is a 13 m length of 1030mm x 740mm corrugated steel pipe-arch (CSPA). It shall be cleaned to its full cross-sectional area by the Contractor as part of the cost of the work bid for the open drain improvements. The Contractor shall take care to avoid causing any damages to it in the process of cleaning it out.

## 11.0 EROSION PROTECTION STONE

The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials at the locations shown on the drawings. The exact location of the rip-rap is to be established in the field by the Drainage Superintendent prior to installation by the contractor. All stone to be used for erosion protection shall be 125 - 250 mm clear **quarried rock** or OPSS 1001 placed over a non-woven filter fabric Terrafix 270R or approved equivalent. **Concrete rip-rap will not be permitted.** 

The contractor shall place a suitable synthetic filter material on the prepared slope. The material shall extend from the toe of the slope to the top of the bank. The geotextile filter fabric shall meet the Class 1 requirements of OPSS Specification 1860. The material shall then be covered with a 300 mm thick layer of graded stone rip-rap.

The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed. All work must be completed to the satisfaction of the Drainage Superintendent.

## 12.0 SEEDING OF DRAIN BANKS

Hydraulic seeding and mulching shall be carried out in accordance with OPSS 804 as modified below, on the following areas:

• From Station 1+009 to Station 2+128, the banks of the new and existing course of the municipal drain shall be seeded.

The surface to be seeded shall be loosened to a depth of 25 mm and shall be rendered uniformly loose for that 25 mm depth. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of.

Hydraulic mulch shall consist of finely ground cellulose pulp derived from recycled newsprint and shall be dyed green. Its fiber consistency shall be approximately 60% fine fiber with the balance being paper particles, 40% of which shall be a diameter of 3 mm minimum and 6 mm maximum. Hydraulic mulch shall be applied at 2,000 kg of dry product per 10,000 m<sup>2</sup>. Clean water shall be applied at 42,700 litres per 10,000 m<sup>2</sup>.

Seeding and mulching shall be a one step process in which the seed, fertilizer and hydraulic mulch are applied simultaneously in a water slurry via the hydraulic seeder/mulcher. The materials shall be added to the supply tank while it is being loaded with water. The materials shall be thoroughly mixed into a homogeneous water slurry and shall be distributed uniformly over the prepared surface. The materials shall be measured by mass or by a mass-calibrated volume measurement, acceptable to the Drainage Superintendent.

The hydraulic seeder/mulcher shall be equipped with mechanical agitation equipment capable of mixing the materials into a homogenous state until applied. The discharge pumps and gun

nozzles shall be capable of applying the material uniformly. The following seed mixtures are required:

## Ditch Banks and Bottom

Grass seed shall be Canada No. 1 grass seed mixture. The seed mixture shall be applied at a rate of 200 kg per 10,000 m<sup>2</sup>. The mixture shall meet the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

Creeping Red Fescue	20%
Meadow Fescue	30%
Tall Fescue	30%
Timothy	10%
White Clover	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Other grass seed mixtures will be considered with approval of Engineer and Drainage Superintendent. Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m<sup>2</sup>. It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The hydraulic seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.

Any alternative method of seeding must be reviewed and approved by the Engineer, prior to installation.

#### 13.0 SILT CONTROL

The contractor shall supply, install, maintain and remove a temporary water permeable filter fence (silt fence) to remove suspended particulars from the water passing through it. At the commencement of construction, the contractor shall install a silt fence across the outlet of the drain. The silt fence shall be constructed of a minimum 1.0 m wide geotextile securely fastened to steel posts. The geotextile shall be attached to the up-gradient side of the posts. Where required, wire or any other type of support may be constructed between the geotextile and the posts in order to improve the load carrying capacity of the silt fence. The geotextile may be a woven or a non-woven material that has a minimum tensile strength of 100 lbs., permittivity of at least 90 gal/min/ft² and an apparent opening size of US Sieve No. 30.

Steel posts of sufficient strength to support the silt fence shall be used. The maximum post spacing shall be approximately 2 m. Every effort must be made to ensure that the bottom edge of the silt fence is in continuous contact with the bottom of the channel.

The silt fence shall remain in place until the project is complete. The contractor shall maintain the silt fence until it is removed. Upon removal, the silt accumulation upstream of the fence shall also be removed. The cost of supply, installation, maintenance and removal of the silt fence shall be included in the Lump Sum price bid for this item.

### 14.0 MAINTENANCE OF FLOWS

Should rainfall events generate flows in the drain, the contractor is responsible for maintaining the flows in the open drain so that flooding does not occur and for maintaining flows in the covered drains so that subsurface drainage is maintained.

#### 15.0 TILE OUTLET PIPES

We are not aware of any tile outlet pipe replacements required during construction. If private tile drains are encountered that require new tile outlet pipes, the Drainage Superintendent will direct the Contractor to install those pipes. Payment will be on a unit price basis at the unit price bid in the tender documents.

Tile outlet pipes shall consist of 320 kPa smooth wall high density polyethylene pipe (H.D.P.E.). Each outlet pipe shall be a minimum 3 metre length of non-perforated pipe complete with rodent grate. The inside diameter of the tile outlet pipes shall be at least as large as the inside diameter of the tile drain.

### 16.0 ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the requirements of the attached "Environmental Protection Special Provisions" included in "Appendix B". The Contractor shall also comply with the approval requirements of the Department of Fisheries and Oceans and the Essex Region Conservation Authority as set out in the correspondence included in "Appendix D".

To avoid and mitigate the potential for serious harm to fish, DFO recommends implementation of the measures listed below:

- Complete all work in the dry.
- Utilize appropriate erosion and sediment control measures.
- Stabilize any disturbed banks as soon as possible.
- Complete all works outside of the provincial restricted activities timing window for spring spawning fish (March 15 to July 15)

## GENERAL SPECIFICATION FOR OPEN DRAINS

(Revised 2016 11 25)

#### **SECTION 1 - AGREEMENT AND GENERAL CONDITIONS**

- (1) Payment for the work shall be on a lump sum basis unless otherwise indicated. The Contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract shall be those of the Stipulated Price Contract CCDC2-Engineers, 2008 or the most recent revision of this document. The form of agreement between Owner and Contractor shall be that of the previously stated document or a form of agreement specifically prepared by the Municipality for this purpose.
- (2) All work shall be in first class condition, comply fully with the report, Special Provisions, General Specifications and the Drainage Act, and be carried out to the satisfaction and approval of the Drainage Superintendent for the Municipality. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor. Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.
- (3) The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work satisfactorily or in a timely manner. Any such expenses or damages may be deducted by the Drainage Superintendent from the amount of the contract or may be recovered by the Municipality from the Contractor and his sureties.
- (4) The Contractor shall be required to submit to the Municipality a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work and the Contractor shall be required to submit to the Municipality a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before final payment is made to the Contractor.
- (5) The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

## SECTION 2 - EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

- (1) Each tenderer must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The Contractor will be at liberty, before bidding, to examine any data in the possession of the Municipality or of the Engineer.
- (2) The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his tender.

## **SECTION 3 - CONTRACTOR'S LIABILITY**

- (1) The Contractor, his/her agents and all workmen or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.
- (2) The Contractor, shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

## **SECTION 4 – ONTARIO PROVINCIAL STANDARDS**

(1) Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web, go to <a href="http://www.mto.gov.on.ca/english/transrd/">http://www.mto.gov.on.ca/english/transrd/</a>. Under the title Technical manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

## **SECTION 5 – APPROVALS, PERMITS AND NOTICES**

(1) The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

#### **SECTION 6 - NOTIFICATION OF WORK**

(1) Prior to commencing any work of installing any new bridge or removing any existing structures, the Contractor shall inform the Municipal Drainage Superintendent of his intent to commence work at least 48 hours prior to commencing any work. The Owner or Contractor shall endeavor to install and complete the new structure without delay once the work has commenced. If for any reason the work does not proceed continuously then the Owner or Contractor shall notify the Drainage Superintendent in advance of any backfilling operation or headwall construction so that he may schedule inspection of same

## **SECTION 7 - CONSTRUCTION SAFETY**

- (1) The Contractor shall comply with all the requirements of the Occupational Health and Safety Act, 2013, and the regulations passed in connection therewith, as administered by the Ontario Ministry of Labour and all subsequent amendments of the said Act.
- (2) The Contractor shall exercise all possible precaution against injury to persons or property resulting from his work. The Contractor shall leave no trenches, pits, holes or excavations uncovered, without providing sufficient protection at all times. The Contractor shall install, erect and provide barricades, signs, traffic cones, flashers, lights, plates, warning and other devices, materials and personnel as may be required at his own expense in order to provide for the safe passage and control of traffic and to ensure public safety. All traffic control shall be in accordance with the latest standards of the Ministry of Transportation.

#### **SECTION 8 - TRAFFIC CONTROL**

- (1) The Contractor shall not perform excavation operations from the travelled portion of the roadway nor close a road or reduce the width or number of traffic lanes available for traffic except as specified in the contract documents or approved by the Engineer.
- (2) The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress. The costs associated with provision of proper signage, barricades, lights and flag persons shall be considered incidental to the works to remove the old bridge and complete the new bridge installation.
- (3) During all phases of the project, adjoining public roadways shall remain open to through traffic with at least one lane being open to through traffic at all times.
- (4) All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web, go to <a href="http://www.mto.gov.on.ca/english/transrd/">http://www.mto.gov.on.ca/english/transrd/</a>, click on "Library Catalogue", under the "Title", enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key", once open look for the "Attachment", click the PDF file. Users require Adobe Acrobat to view all PDF files.
- (5) Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.

#### **SECTION 9 – GENERAL CO-ORDINATION**

(1) The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

# **SECTION 10 - STATIONS AND BENCHMARKS**

- (1) Reference Stations measured in meters, are indicated on the drawings and represent stations along the course of the work. Stationing is shown along the profile at 25 m intervals numbered consecutively, 0+000, 0+025, 0+050, 0+075, etc. Where cut depths are shown on the profile, they represent the approximate depth, in meters, of the finished drain as measured from the surface of the ground to the design gradeline for the bottom of the open drain. Where excavation depths are shown on the profile, they represent the approximate depth, in meters, from the existing drain bottom down to the design gradeline for the bottom of the open drain.
- (2) The Contractor will be held responsible during the progress of the work for the preservation of all reference stakes, bench marks and survey markers which fall within the limits of the work. The cost of replacing any bench mark or survey marker defaced or destroyed by the Contractor as a result of his work will be deducted from any monies due the Contractor.

## **SECTION 11 - ALIGNMENT**

- (1) Except where specified otherwise, the excavation will follow as nearly as possible the course of the existing drain with sloping and widening carried out on each bank as required to produce the specified cross-section. Wherever sharp or irregular bends occur, all sloping and widening is to be done on that side of the drain that will tend to reduce the curve and improve the alignment of the channel.
- (2) Where one drain bank adjoins the travelled part of any roadway or laneway, all sloping and widening is to be done on that side of the drain farthest from the roadway unless otherwise directed by the Engineer.
- (3) Where the drain bank adjoins an existing fence which is not specified for removal or relocation all required sloping and widening shall be carried out on that side of the drain farthest from the fence.
- (4) Where a drain is to be moved off a road allowance and onto adjoining lands, the top edge of the nearest finished drain bank is to be not closer than 1 metre to the limit of the road allowance or top edge of the abandoned channel. The centreline of the new channel is to be as straight as possible even though this 1 metre dimension is exceeded in places.
- (5) Where a new drain is constructed, its centre line will be as straight as possible and any changes in direction shall be in the form of smooth, regular bends.
- (6) Where a new drain is to be constructed adjoining an existing fence line, the Contractor shall lay out a suitable centre line such that the top edge of the adjacent drain bank, at its widest point, will not be closer than 1 metre to the fence and the Contractor shall use this centre line to establish the drain location.
- (7) The Contractor must lay out the proposed centre line in the field for approval by the Drainage Superintendent prior to construction.

#### **SECTION 12 - PROFILE**

(1) The excavation of the drain must be at least to the depth intended by the grade line shown on the Profile, which grade line is governed by the bench marks. The Profile shows, for the convenience of the Contractors and others, the approximate depth of excavation from the surface of the ground to the final invert of the channel in metres and decimals of a metre and also the approximate depth of excavation from the bottom of the existing channel to the final invert of the channel. Bench marks, which have been established along the course of the drain, shall govern the final elevation of the drain. The location and elevation of the bench marks are shown on the Drawings.

## **SECTION 13 - BOTTOM WIDTH AND SIDE SLOPES**

- (1) The bottom widths and the side slopes of the various sections of the finished drain are to be true to line and grade as shown on the Profile.
- (2) Contractors will not be restricted to the exact dimensions specified but must excavate clear of the specified cross-sections and may excavate such additional depth or width as may be required to accommodate the use of suitable excavating equipment or to allow for minor sedimentation prior to final inspection provided that at no place are the side slopes of the excavation to be cut steeper than the slope specified on the Profile. The Contractor is not to excavate the drain bottom so much deeper than the grade line as to result in the formation of pockets in the drain bottom that will cause water to stand in pools along the drain. Should over-excavation of the drain bank occur, the Contractor will **not** be permitted to repair with native material packed into place by the excavator and reshaped. Should over-excavation occur, the Contractor will be required to have a bank repair detail engineered by a Professional Engineer (hired by the Contractor), to ensure long term stability of the bank is maintained. Such repairs shall be subject to approval by the Engineer and will be at no extra cost to the item.

## **SECTION 14 - OBSTRUCTIONS**

(1) All brush, timber, logs, stumps, stones, or other obstructions encountered within the limits of the channel along the course of the drain are to be removed by the Contractor. Timber, logs and stumps are to be dealt with in the same manner as specified for brush and trees. Large stones and other similar materials are to be piled near the limit of the spread area so as not to interfere with the spreading of the excavated material. The disposal of this material shall be the owner's responsibility.

#### **SECTION 15 - BRUSH AND TREES**

- (1) Brushing shall be carried out on the entire drain within the above identified sections of the drain where required and as specified herein. <u>All</u> brush and trees located within the drain side slopes shall be cut parallel to the side slopes, as close to the ground as practicable. Tree branches that overhang the drain shall be trimmed. Small branches and limbs are to be disposed of by the Contractor along with the other brush. Tree stumps, where removed to facilitate the drain excavation and reshaping of the drain banks, may be burned by the Contractor where permitted; otherwise, they shall be disposed of, off the site. All thorn trees shall be disposed of off-site.
- (2) Where the existing bottom widths and side slopes of the drain are sufficient to permit the specified deepening of the drain without disturbing the existing banks above the present drain bottom, the Contractor will be required to cut the brush and trees on the sloping banks flush with the surface of the banks but he will not be required to remove their roots and stumps unless they will obviously create obstructions to the flow of water in the drain.
- (3) Where it is necessary to widen the drain and excavate material from the sloping banks, all brush and trees within the limits of the channel and within 1 metre of the top of the drain banks and within the spread area are to be cut and those roots and stumps in the drain bottom and on the banks where the widening takes place shall be completely removed unless the Drainage Superintendent permits the Contractor to cut the roots and stumps flush with the surface of the finished banks.
- (4) The Contractor shall make every effort to preserve mature trees which are beyond the drain side slopes, and the working corridors. If requested to do so by the Drainage Superintendent, the Contractor shall preserve certain mature trees within the designated working corridors.
- (5) Where there is a fence adjoining the drain, he will be required to cut the brush in the fence line and on the side of the fence opposite the drain only if the excavating equipment will be operated from this side or excavated material is to be placed and levelled on this side.
- (6) The Contractor shall cut off flush with the ground all brush and trees having a diameter of 150 mm or less from the disposal area. Should the Contractor find it necessary to remove trees having a diameter of 150 mm or larger from the disposal area in order to permit the efficient excavation of the drain or spreading of excavated material, he will be at liberty to do so only on permission of the Drainage Superintendent in charge of the work.
- (7) All trees over 200 mm in diameter that are cut are to be trimmed of branches, and the trunks, along with branches over 200 mm in diameter, are to be cut up into log lengths and piled for the use of the adjoining owner unless the owner advises the Drainage Superintendent he does not want them, in which case they are to be disposed of by the Contractor along with the other brush. Small branches and limbs are to be disposed of by the Contractor along with the other brush. Tree stumps may be burned by the Contractor where permitted; otherwise, they shall be disposed of by him away from the site of the work.
- (8) Following completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which remain standing, disposing of the branches cut off along with other brush and leaving the trees in a neat and tidy condition.
- (9) Brush and trees removed from the drain and banks thereof and from the disposal area are to be put into piles by the Contractor, in locations where they can be safely burned, and are to be burned by the Contractor after obtaining the necessary permits, as required. If, in the opinion of the Drainage Superintendent, any of the piles are too wet or green to be burned, he will so advise the Contractor who may then arrange, to the Drainage Superintendent's satisfaction, an agreement in writing, with the owners where the piles are located, for them to burn the material when dry enough. If a satisfactory agreement cannot be made, the Contractor to haul away the unburned materials to an approved dump site.
- (10) Since the trees and brush that are cut off flush with the earth surface may sprout new growth later, it is strongly recommended that the Municipality make arrangements for spraying this new growth at the appropriate time so as to kill the trees and brush.

- (11) Prior to and during the course of burning operations the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment and shall ensure that the Environmental Protection Act is not violated.
- (12) In no case will brush or trees be buried in the spoil bank or within the excavated material.
- (13) The Contractor will be required to brush rake the excavated material to remove brush and trees from the spoil if so instructed by the Drainage Superintendent.
- (14) As part of this work, the Contractor shall remove any loose timber, logs, stumps, large stones or other debris from the drain bottom and from the side slopes. Timber, logs, stumps, large stones or other debris shall be disposed of off-site.

## **SECTION 16 - EXCAVATION OF DRAIN**

- (1) All excavated material shall be handled as specified in the following section. Materials deposited on the farmlands shall be within the working corridors, at least 2.0 m from the top of the drain bank, or as specified on the drawings. Upon allowing drying of excavated materials (if necessary) and as approved by the Drainage Superintendent, the Contractor shall level excavated materials as specified. Excavated material shall not be placed on dykes, in ditches, tiles or depressions intended to conduct water into the drain.
- (2) Seeding of the disturbed drain banks shall be completed immediately following drain construction as specified in the Special Provisions.
- (3) All excavation work shall be done in such a manner as to not harm any vegetation or trees, not identified in this report or by the Drainage Superintendent for clearing. Any damages to trees or vegetation caused by the Contractors work shall be rectified to the satisfaction of the Drainage Superintendent.
- (4) The Contractor shall exercise caution around existing tile inlets and shall confirm with the property owners that all tiles have been located and tile ends repaired as specified.

#### **SECTION 17 - DISPOSAL OF EXCAVATED MATERIAL**

- (1) Where a part of the drain is being relocated, the Contractor shall strip the topsoil from the alignment of the new course and stockpile it for re-use following the completion of the subsoil operations. Subsoil excavated from the new course is to be used first to fill the existing course which is to be abandoned. Where the Contractor can conveniently do so, he may deposit the material in the old course as he excavates it from the new course but where the distance separating the new course from the old course is too great to permit this the excavated material must be loaded onto trucks, hauled to the abandoned drain and placed in the old channel. The material shall be placed in the abandoned channel in layers no greater than 300 mm in thickness. Each layer shall be thoroughly compacted with the levelling equipment available at the site prior to the placement of the subsequent layers. The abandoned channel shall be filled to an elevation at least 300 mm higher than the adjacent natural ground elevation to allow for settlement. If insufficient material is available to fill the old course, the surface of the material shall be graded so as to eliminate any low areas that would collect water.
- (2) Excess excavated material not required for the filling of an abandoned channel or material excavated from the drain under normal construction, repair, or improvement shall be deposited and spread on the immediately adjoining farm lands in the locations set out in the Special Specifications. The material shall be deposited and spread no closer than 2 metres from the top edge of the adjacent drain bank and at least 1 metre clear of all fences.
- (3) Where the excavated material is deposited in bush land, it is to be spread and levelled in the form of a spoil bank over at least the full width of the strip that has been cleared to permit the passage of excavating equipment but in no case is the top surface to be left more than 600 mm above the natural ground level even though this may require additional clearing to produce a sufficient disposal area. On completion, the spoil bank is to be left so that it is smooth enough to drive an ordinary farm vehicle along it.
- (4) Where the adjoining land is sufficiently clear to permit cultivation, the Contractor shall deposit the excavated material on the property and spread the material over a width that, after spreading, the excavated material will generally have a thickness of approximately 150 mm. The Contractor shall utilize a minimum spread width of 6 metres and a maximum spread width of 20 metres even though this results in a depth of material in excess of 150 mm. The material shall be thoroughly spread and levelled with suitable equipment and left in a condition which permits cultivation with ordinary farm equipment without causing undue hardship on farm machinery and personnel.
- (5) After the excavated material has been spread and levelled, any stockpiled topsoil is to be spread over it to a depth of no more than 100 mm.
- (6) No excavated material is to be placed on lawns or ornamental shrubbery but is to be deposited on either or both sides of the lawn on the farm lands immediately adjacent to the lawn.
- (7) Excavated material or topsoil shall not be placed in ditches, tiles or depressions intended to conduct water into the drain.
- (8) The material shall be sufficiently levelled to allow further working by agricultural implements.
- (9) All stones and other debris removed from the drain, which may interfere with agricultural implements, shall be disposed of offsite.
- (10) The Drainage Superintendent in charge will be the sole judge as to the proper disposal of material under the contract and this specification

# **SECTION 18 - FENCES**

(1) Where it is necessary to remove any fences which parallel the course of the drain in order to permit the excavation of the drain or the disposal of excavated material the Contractor shall remove the fence. An allowance will be made to the owners of the properties to compensate them for damages to fences which are considered capable of restraining cattle. The Contractor shall notify the owner of his intentions to remove the fence at least 7 days prior to doing so. Any owner has the option to salvage his fencing materials but must do so sufficiently in advance of the Contractor's operations so as to cause no unnecessary delays to him. If the owner does not remove his fences, the Contractor shall carefully take down the fence and leave the materials neatly placed beyond the limit of the spread area for disposal or reconstruction by the owner. The owner will be responsible to construct and maintain any temporary fencing during the progress of the work. The landowners and not the Contractor will be

- responsible for the control of livestock in the adjoining field during the period of construction. Unless otherwise specified, the Contractor will not be required to reconstruct the fences following the completion of the work of excavation and levelling.
- (2) No permanent fencing shall be constructed or reconstructed without the approval of the Drainage Superintendent. Any fences that are constructed or reconstructed along the course of the drain are to be kept at least 1 metre clear of the top edge of the adjacent drain bank.
- (3) Where the Contractor finds it necessary to remove any fences which cross the drain, he shall remove the fencing materials in a careful, workmanlike manner. Unless otherwise directed the Contractor shall reconstruct the cross fences in as good a condition as the old material permits.

## **SECTION 19 - ROAD CROSSINGS**

- (1) Where the drain crosses the travelled part of a road through a bridge, the Contractor shall excavate the drain to its specified dimensions through the bridge opening, using care to avoid damaging it. If after the drain has been excavated at any bridge structure it appears to the Drainage Superintendent that repairs or replacement may be required, he shall so advise the Road Authority having jurisdiction over the particular bridge.
- (2) Where a new bridge is required or where any underpinning, strengthening or repairs is rendered necessary by the work, it is to be carried out by the Road Authority at its own expense.
- (3) Where the drain crosses the travelled part of a road through a pipe that does not have to be replaced or lowered, the Contractor shall clean the pipe to its full cross-sectional area using care to avoid damaging it.
- (4) Where the existing pipe is of sufficient size and is in a good state of repair but requires to be lowered, the Contractor shall carefully remove it, clean it to its full cross-sectional area and replace it in the drain as specified herein.
- (5) Where the existing pipe must be replaced, the Contractor shall carefully remove it from the drain, clean it to its full cross-sectional area, and leave it beside the drain for removal by the Road Authority. Unless otherwise instructed he shall install the new road culvert as supplied by the Road Authority. All backfill material shall be compacted granular material supplied by the Road Authority, unless otherwise specified.
- (6) The Contractor shall notify the Road Authority having jurisdiction over the structure under construction at least 72 hours in advance of any construction activities.

#### **SECTION 20 - FARM AND ACCESS CULVERTS**

- (1) Where a farm or access culvert or bridge does not have to be replaced or lowered, the Contractor shall clean it to its full cross-sectional area using care to avoid causing damage to it in the process.
- (2) Where a pipe culvert is to be lowered, the Contractor shall carefully remove it, clean it to its full cross-sectional area and replace it in the drain with its invert set 10% of the pipe diameter below the grade line.
- (3) Where a culvert is to be replaced, the Contractor shall carefully remove it from the drain, clean it to its full cross-sectional area and leave it on the drain bank. If the pipe was originally supplied and installed by the property owner, it shall be left for disposal by the owner. If the pipe was installed under the provisions of The Drainage Act, it shall be disposed of as directed by the Drainage Superintendent and any salvage value from the sale of the pipe shall be credited to the drain. Wooden or concrete farm or access bridges which must be removed from the drain shall be disposed of in the same manner.
- (4) Where a pipe culvert is to be installed in the drain, all materials shall be supplied by the Drainage Superintendent as an expense to the drain. The Contractor shall install the pipe in the location directed by the Drainage Superintendent in accordance with the specifications governing the installation.
- (5) Where a new culvert is to be installed, the owner may request the Drainage Superintendent to have it placed in a different location from the existing one and this will be permitted so long as the relocation does not result in an increase in the area draining through the culvert. Adequate notice of the change must be given to the Contractor. In no case may the existing culvert be left in the drain when it has been specified that it is to be removed.

# **SECTION 21 - FARM AND ACCESS PIPE CULVERT INSTALLATION**

# 21.1 - Location and Elevation of Access Culvert or Farm Culvert

- (1) In general, the new access or farm culvert shall be installed as shown on the drawings attached to the engineer's report. Prior to installation, the Contractor shall contact the Drainage Superintendent to confirm the exact location for the new culvert. The Drainage Superintendent, in consultation with the property owner, shall establish the exact location for the new culvert in the field.
- (2) The invert (inside bottom) bottom of the pipe shall be set according to the elevations shown on the accompanying plans. For the purpose of construction, the bench mark indicated on the accompanying plans shall be used to determine the elevation of the proposed enclosure.

# 21.2 Dry Culvert Installation

(1) Suitable dykes shall be constructed in the drain so that the installation of the pipe can be accomplished in the dry. The Contractor shall perform the excavation, placement of bedding, pipe and backfill in a dry condition and shall provide all required pumps and/or equipment to enable the work to proceed in the dry.

#### 21.3 Pipe Installation

(1) The required pipe shall be set in the drain to the dimensions shown on the accompanying drawings and the Contractor shall carry out all required excavation to install the pipe and specified rip-rap end treatment. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. The Contractor shall excavate sufficient material from the drain banks and bottom to permit placement of the pipe and backfill material. The minimum trench width as shown on the drawings, shall be provided from the face of the pipe to the excavated trench wall along each bank to provide working room to compact the backfill material.

- (2) The surface on which the culvert is to be laid shall be true to grade and alignment and shaped to accept the materials to be placed. The pipe shall be laid to the alignment and grade shown in the report but may not be placed on a bed containing frozen materials.
- (3) The end protection to each end of the pipe structure shall be as specified in the Special Provisions and on the Drawings and in accordance with the following applicable specifications.
- (4) All newly excavated portions of the drain bank shall be seeded.
- (5) The Contractor shall dispose of all surplus excavated material at an approved disposal site at his expense.
- (6) Riveted corrugated steel pipe shall be laid with the inside circumferential laps pointing in the direction of the flow. The longitudinal laps shall be located in the upper half of the pipe.
- (7) All helical corrugated steel pipe shall be supplied with re-rolled annular ends and shall be installed so that the helix angle is constant for the total length of the installation and each pipe section shall be installed next to the previous section such that the lock-seam forms a continuous helix.
- (8) Corrugated steel pipe sections shall be joined together by means of plant fabricated couplers having a minimum wall thickness of 1.6 mm and a 10 c width. The couplers shall be installed to lap approximately equal portions of the pipe sections being connected, such that the corrugations or projections of the coupler properly engage the pipe corrugations.
- (9) Where fabrication of structural plate structures by the Contractor is specified, they must be assembled in the trench or at the side of the excavation. If the assembled structure has to be moved to its final position, it shall be moved in such a manner that no damage or distortion is caused to the structure. The materials shall be assembled and handled in accordance with the manufacturers specifications and directions.
- (10) The whole of the work shall be done in a neat, thorough and workmanlike manner such that the alignment of the bridge pipe at each location meets the full satisfaction of the drainage superintendent.

# 21.4 Backfilling and Compaction

(1) Backfill and cover material on each side of the culvert pipe shall be carefully placed simultaneously on each side of the pipe so that damage to or movement of the pipe is avoided. At no time shall the levels on each side differ by more than the 300 mm uncompacted layer. Then, a 300mm thick layer of Granular 'A' material, O.P.S.S. Spec 1010 shall be constructed as a road base. All backfill materials shall be placed in layers not exceeding 300mm (12") in thickness, loose measurement. Each layer shall be thoroughly compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. The Contractor shall provide sufficient water to the granular material such that optimum compaction levels are achieved. The equipment used and method of compacting the backfill material shall be to the full satisfaction of the Drainage Superintendent.

#### **SECTION 22 - LATERAL TILE DRAINS**

- (1) Should the Contractor encounter any lateral tiles within the proposed culvert limits as shown and also those not shown on the attached drawings, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new culvert. Tile drain outlets through the wall of the new culvert pipe will not be permitted. All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense. Care must be taken in handling plastic drain pipe in cold weather to avoid causing damage.
- (2) Plastic drain pipe shall be held in position on planned grade immediately after installation by careful placement of backfill material.

#### SECTION 23 - CULVERT END PROTECTION - SLOPING RIP-RAP

- (1) Where specified, the Contractor shall install quarried rip-rap erosion protection materials on the slopes at both ends of the pipe. The backfill and quarried rip-rap protection over the ends of the pipe shall be sloped at 1.5 horizontal to 1 vertical or to a flatter slope specified on the drawings. All stone used for rip-rap culvert end protection shall be 125-225 mm clear quarried rock or OPSS.MUNI 1004 and be placed with a minimum thickness of 300mm thickness. Prior to placing rip-rap materials on the backfill materials, the Contractor shall lay a non-woven geotextile filter fabric equal to a "Terrafix 270R" or approved equal. The geotextile filter fabric shall extend from the bottom of the pipe to the top of each side slope of the drain and between both side slopes of the drain. No portion of the filter fabric shall remain exposed to sunlight. The Contractor shall take extreme care to not damage the geotextile filter fabric when placing the rip-rap on top of the filter fabric. The geotextile filter fabric and quarried stone shall be placed to the complete satisfaction of the Drainage Superintendent. Concrete rip-rap or round stone will not be permitted.
- (2) Where a clay layer is specified beneath the Rip-Rap End Protection, it shall be a 500 mm thick layer of cohesive clay material that is dry select earth material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances. It shall be placed and shaped before the filter fabric layer is placed.

# SECTION 24 - BAGGED CONCRETE HEADWALLS - SINGLE BAG THICKNESS

- (1) Sacked concrete end walls that do not exceed 1.8 m in height shall be constructed of a single row of sacked concrete. The installation of the end wall shall be governed by the drawings. The end wall treatment shall extend to the same elevation as the finished travelled surface and fit to the top of bank elevation on both banks and in any event be a minimum of 300 mm above the crown of the pipe.
- (2) Where specified and after the Contractor has set in place the new pipe and partially backfilled same, he shall install new concrete filled jute bag headwalls at each end of the pipe. When constructing the concrete jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall, the slope of the headwall shall be one unit horizontal to five units vertical.
- (3) The Contractor shall completely backfill in behind the new concrete jute bag headwalls with granular material, Granular "B" per O.P.S.S. 1010, and the granular material shall be compacted in place with a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 300mm (12") in thickness.

- (4) The concrete jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 20 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstances shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm x 660mm (18" x 26"). The jute bags shall be filled with concrete so that when they are laid flat they will be approximately 100mm (4") thick, 300mm (12") to 380mm (15") wide and 460mm (18") long.
- (5) The concrete jute bag headwall to be provided at the end of the pipe shall be of single bag wall construction or as specified otherwise. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the longitudinal length of the new pipe. The concrete filled bags shall be laid on a footing of plain concrete being 460mm (18") wide or as otherwise specified, extending for the full length of the wall, and from 0.3 metres (1.0') below the bottom of the corrugated pipe to the bottom of the culvert pipe. All concrete used for the footing shall have a minimum compressive strength of 20 MPa in 28 days.
- (6) The completed jute bag headwalls shall be securely embedded a minimum of 0.50m (20") into the side slopes of the drain. At the road side of the bridge the Contractor shall flair outwards each headwall approximately 1.5m (5.0') as directed by the Drainage Superintendent.
- (7) Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, 150mm (6") thick, and hand trowelled to obtain a pleasing appearance. The concrete cap shall be the same width as the bagged wall and excess concrete will not be allowed to be placed on the cap area. The concrete cap shall not overhang the bagged wall on the driveway side of the wall.
- (8) The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

#### SECTION 25 - BAGGED CONCRETE HEADWALLS - DOUBLE BAG THICKNESS

- (1) Sacked concrete end walls that exceed 1.8 m in height shall be constructed of double rows of sacked concrete.
- (2) The concrete filled bags are to be laid so that the 460mm (18") dimension is perpendicular (at right angles) to the longitudinal length of the new pipe. Therefore, the long dimension of the bag will be visible when the headwall is complete.

# **SECTION 26 - GROUTED CONCRETE RIP-RAP WALL**

(1) Where specified, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken sections of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two flat parallel sides. The rip rap shall be fully mortared in place using a mixture composed of three parts of clean, sharp sand to one part of Portland Cement.

# **SECTION 27 - PRECAST CONCRETE HEADWALLS**

- (1) Where specified as an alternative, the Contractor may supply and install precast concrete headwalls. Said precast headwalls shall be a custom made product, manufactured by Underground Specialties (Windsor) or similar provider.
- (2) The precast concrete headwall or precast blocks or modules shall be of the shape, size and dimensions shown on the drawings.
- (3) Precast provider to provide stamped engineering drawing for precast headwall and Geotextile restrainers for approval.
- (4) Excavation for the headwalls shall be in conformance with O.P.S.S. Section 902.
- (5) The supply and placement of concrete shall be in conformance with O.P.S.S. Section 904. All concrete shall have a strength of 33 MPa after 28 days. All concrete shall be air entrained to an air content of 6% ± 1.5% by volume for 19mm maximum size of aggregate. Minimum cover for concrete shall be 40mm (1 ½").
- (6) The supply and placement of reinforcing steel shall be in conformance with O.P.S.S. Section 905. The reinforcing steel shall be grade 400 and shall be of the size and type shown on the drawings.
- (7) The Contractor shall place the precast headwall so that it is straight and plumb. The method of backfilling the side slope trenches shall be such that no voids remain under the haunches of the sloping concrete headwall. The Contractor's method of achieving this shall be approved prior to start of construction.
- (8) The Contractor shall provide a sufficient opening in the headwalls so that when the headwalls are set and plumb the corrugated steel pipe may be inserted or adjusted to grade. The void between the corrugated steel pipe and opening in the headwall shall be fully mortared in place using a mixture composed of three parts of clean, sharp sand to one part of Portland Cement.
- (9) After the corrugated steel pipe has been set and partially backfilled with Granular "B" per O.P.S.S. 1010 and compacted to 100% Standard Proctor Density, geotextile tie backs to the precast concrete headwalls in accordance to approved stamped headwall and restraining devices.

#### **SECTION 28 - TILE OUTLET PIPES AND ROAD DRAINS**

- (1) Where existing tile outlet pipes of cast iron, asbestos cement, corrugated steel or other rigid material are encountered along the course of the drain, and where they will be removed or rendered useless by the work, the Contractor, as part of his work, shall reinstall the outlet pipes in the re-graded bank.
- (2) Where, in the course of the grading operation tile drains having no outlet pipe are encountered or the existing outlet pipe is not suitable for re-installation, the Contractor shall install an outlet pipe manufactured for that purpose. The outlet pipe shall be one size larger than the diameter of the tile, 3 metres in length, and supplied by the Drainage Superintendent as an expense to the drain.
- (3) All outlet pipes installed shall be at least 3 metres long and shall be embedded 2.5 metres into the bank of the drain and shall protrude 0.5 metres beyond its face. The outlet end shall be fitted with a removable wire rodent guard.
- (4) Where a drain adjoining a road is relocated, the Drainage Superintendent shall arrange to have all existing private and road drains which cross beneath the road extended across the old course of the drain to the drain in its new location. The cost of all pipe materials to extend these drains together with the installation costs will be borne by the Road Authority having jurisdiction.

## **SECTION 29 - RIP-RAP EROSION PROTECTION**

(1) The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials where specified All stone used for rip-rap culvert end protection shall be 125-225 mm clear quarried rock or OPSS.MUNI 1004 and be placed with a minimum thickness of 300mm thickness. Prior to placing rip-rap materials on the backfill materials, the Contractor shall lay a non-woven geotextile filter fabric equal to a "Terrafix 270R" or approved equal. No portion of the filter fabric shall remain exposed to sunlight. The Contractor shall take extreme care to not damage the geotextile filter fabric when placing the rip-rap on top of the filter fabric. The geotextile filter fabric and quarried stone shall be placed to the complete satisfaction of the Drainage Superintendent. Concrete rip-rap or round stone will not be permitted.

#### SECTION 30 - LOCATION OF STRUCTURES, ETC.

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

#### **SECTION 31 - LAWN RESTORATION**

(1) Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

#### **SECTION 32 - PROPERTY BARS AND SURVEY MONUMENTS**

(1) The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

#### **SECTION 33 - CLEAN UP AND RESTORATION**

- (1) The Contractor shall leave the whole of the site of the work in a neat, thorough and workmanlike appearance to the full satisfaction of the Drainage Superintendent. He shall haul away any excess earth from the site. He shall haul to the site, at his own expense, sufficient earth to fill any depressions caused by his work. All debris and waste materials specified for disposal by others shall be left in a neat condition. All materials to be disposed of under this contract shall be removed by the Contractor and the site left in a neat and tidy condition. The site shall be left, as closely as possible, in the same condition it was in prior to the commencement of the work.
- (2) As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

#### **SECTION 34 - UTILITIES, RAILWAYS, ETC.**

- (1) The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. Before commencing work, the Contractor will investigate the location of any and all railways, utility lines, wires, pipes, poles, towers, cables, etc. which may interfere with the proposed work. He will take all necessary steps to avoid damaging these. The Contractor will be liable for any damage to utilities and should any damage result to them from his operations, he will be completely responsible for these damages and will save harmless the Municipality and the Engineer from any legal actions which may arise as a result of such damage.
- (2) If permits are required to allow the work to be carried out on or adjacent to any utilities, pipelines, railways, etc., the Contractor shall obtain these at his own expense.
- (3) All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work form part of this specification and apply.
- (4) In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the work, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations and their co-ordination work shall be considered incidental to the project.

# SECTION 35 - DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROADS

(1) The Contractor shall be responsible for any damage caused by him to any portion of the municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of a road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any parts of the travelled portion of the road are damaged by the Contractor, the Municipality shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Municipality.

#### **SECTION 36 - MAINTAINING FLOWS**

(1) The Contractor shall maintain the flow of any drainage works encountered in the progress of the work at no expense to the Owner. The Contractor shall obtain written approval from the Engineer in charge to stop up any drain and if necessary provide pumping equipment, build necessary by-passes, etc. at no expense to the Owner.

#### **SECTION 37 - MAINTENANCE**

(1) The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance (as evidenced by the final inspection report), thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer. Nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the appropriate laws under which the work is being done.

## **SECTION 38 - DRAINAGE SUPERINTENDENT**

- (1) Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction, to superintend the work.
- (2) The Drainage Superintendent will be permitted to make minor variations in the, work so long as these variations will result in either a more satisfactory drain or a more economical one. These variations, however, must not be such as to change the intent of the work performed nor are they to reduce the standard of quality.

#### **SECTION 39 - SPECIAL PROVISIONS**

(1) The Part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

RC SPENCER ASSOCIATES INC.

Windsor, Leamington & Chatham, Ontario

# ENVIRONMENTAL PROTECTION SPECIAL PROVISIONS

(Revised 2016 11 25)

#### **SECTION 1 - GENERAL**

(1) These Environmental Protection Special Provisions shall apply and form part of this Contract. All costs associated to confirming with these Special Provisions shall be included in the Tender prices bid.

#### **SECTION 2 - FIRES**

(1) Fires and burning of rubbish on site will be permitted only with special approval from the Municipality.

#### **SECTION 3 - DISPOSAL OF WASTES**

- (1) The Contractor shall not bury rubbish and waste materials on site unless approved by the Engineer and all applicable approving authorities. The site shall be maintained free of accumulated waste and rubbish. All waste materials should be disposed of in a legal manner at a site approved by all local approving authorities and the Engineer.
- (2) The Contractor shall not allow deleterious substances, waste or volatile materials such as mineral spirits, or paint thinner, to enter into waterways, storm or sanitary sewers.
- (3) The disposal of dredge material where applicable shall be in accordance with the above.

#### **SECTION 4 - POLLUTION CONTROL**

- (1) The Contractor shall maintain under this Contract temporary erosion, sediment and pollution control features installed.
- (2) The Contractor shall control emissions from equipment and plant to local authority's emission requirements.
- (3) The Contractor shall not cause excessive turbidity when performing in-water work. The Contractor shall not allow any debris, fill or other foreign matter to enter into the waterway. The Contractor shall remove from the waterway, all extraneous materials resulting from in-water work.
- (4) The Contractor shall abide by local noise By-Laws for the duration of the Contract.
- (5) Spills of deleterious substances into waterways and on land shall be immediately contained by the Contractor and the Contractor shall cleanup in accordance with Provincial regulatory requirements. All spills shall be reported to the Ontario Spills Action Centre (1-800-268-6060), local authorities having jurisdiction and the Engineer. To reduce the risk of fuel entering the waterway, refuelling of machinery must take place a safe distance from the waterway. The Contractor shall note that the Engineer or the Owner takes no responsibility for spills, this shall be the sole responsibility of the Contractor.

# **SECTION 5 - WHMIS**

(1) The Contractor shall comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labelling and the provision of material safety data sheets acceptable to Labour Canada.

# **SECTION 6 - DRAINAGE**

- (1) The Contractor shall not pump water containing suspended materials into waterways, sewers or drainage systems. The Contractor shall be solely responsible for the control, disposal or runoff of water containing suspended materials or other harmful substances in accordance with these specifications, and local authority requirements. The Contractor shall provide temporary drainage and pumping as necessary to keep excavations and the site free from water.
- (2) The Contractor shall install and maintain sediment control devices as indicated on the Contract Drawing and as director by the Engineer.

# **SECTION 7 - PROTECTION OF VEGETATION**

(1) The Contractor shall exercise the utmost caution to ensure that existing trees and plants on-site and on adjacent properties are not damaged or disturbed unless noted otherwise in the Removals Special Provisions of this Contract. The Contractor shall restrict tree removal to areas indicated on the Contract Drawings and/or designated on-site. No trees or shrubs shall be removed without the approval of the Engineer.

# **SECTION 8 - DUST CONTROL**

- (1) The Contractor will be solely responsible for controlling dust nuisance resulting from his operations, both on the site and within adjacent right-of-ways.
- (2) Water and calcium chloride shall be applied to areas on or adjacent to the site as authorized by the Engineer as being necessary and unavoidable for the prevention of dust nuisance or hazard to the public. No payment will be made for dust control unless otherwise specified in the Special Provisions.

#### **SECTION 9 - RESTRICTIONS FOR IN-WATER WORKS**

- (1) The Contractor shall only perform in-water works during times when conditions permit reasonable production rates to be achieved. The Contractor shall be required to adopt good housekeeping practices that minimize disturbance to the site and the adjacent waterway.
- (2) The Contractor shall note that this Project is subject to approval from the Essex Region Conservation Authority and as such, any possible turbidity caused by the construction of shore protection works is of key importance.
- (3) The Contractor shall minimize the turbidity (sedimentation) produced by any in-water works construction or operations. The Contractor will be ordered to cease operations if, in the opinion of the Engineer or authorities having jurisdiction, the in-water work is producing unacceptable amounts of turbidity in the waterway. Based on this, the Contractor shall either adjust his operation(s) to produce lower turbidity levels, wait for more favourable conditions before operations will be allowed to continue, or undertake approved mitigating measures (e.g. sediment control, etc.). All costs associated with the above will be the sole responsibility of the Contractor, and no claims for extras or delays will be considered.

#### **SECTION 10 - FISH HABITAT**

No work shall be undertaken when there is likelihood of adverse effects on fish spawning or fish habitat in downstream waters. The Contractor shall implement the following measures to avoid causing harm to fish and fish habitat:

#### 10.1 - Site Selection

- (1) Design and plan activities and works in the water body such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- (2) Design and construct approaches to the water body such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- (3) Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.

#### 10.2 - Standard Practices

(1) Work will not be conducted at times when flows are elevated due to local rain events, storms or seasonal floods. Construct the work 'in the dry' and cut only trees necessary to do the work (no clear-cutting) and as specified in the Construction Specifications. All disturbed areas and all disturbed soils on both banks and within the channel, including spoil, must be stabilized immediately, and upon completion of work returned to a pre-disturbed state or better as soon as conditions allow.

#### 10.3 - Timing Windows

(1) For spring spawning fish in southwestern Ontario, the timing window for construction, is July 15 to March 15. This covers all warm water fish species, which is the type of fish that will be found in essentially all the small watercourses and drains in southwestern Ontario. Do not carry out in-water work and any work affecting fish or fish habitat outside of the timing window without prior authorization from the appropriate authorities for emergency situations affecting public safety.

# 10.4 - Contaminant and Spill Management

- (1) Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, poured concrete, or other chemicals do not enter the watercourse. All activities should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the water.
- (2) Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- (3) Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

#### 10.5 - Erosion and Sediment Control

- (1) Develop and implement an 'Erosion and Sediment Control Plan' for the site that minimizes risk of sedimentation of the water body during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the water body or settling basin, and runoff water is clear. The plan should, where applicable, include:
  - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
  - Measures for managing water flowing into the site, as well as, water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a water body. For example, pumping/diversion of water to a vegetation area, construction of a settling basin or other filtration system.
  - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, culvert work). To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and his/her contractors to ensure that sediment and erosion control measures are functioning properly and are maintained/upgraded as required.

- Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby water bodies to prevent re-entry.
- Regular inspection and maintenance of erosion and sediment control measures and structures during the course of
  construction. Repairs to erosion and sediment control measures and structures if damage occurs. Sediment in the
  barriers/traps must be removed and stabilized on land to prevent entry of sediment into the water. Removal of nonbiodegradable erosion and sediment control materials once the site is stabilized.

#### 10.6 - Fish Protection

- (1) Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- (2) Retain a qualified professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- (3) Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
- (4) Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish's swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.

### 10.7 - Operation of Machinery

- (1) Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species, and noxious weeds. Wash, refuel, and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
- (2) Whenever possible operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the water body.
- (3) To cross a municipal drain or watercourse, use the existing crossing structures within the designated working corridors or construct temporary crossing structures approved by the Engineer. Fording will not be permitted unless approved by the Engineer and carried out by the Contractor according to the requirements determined by the Engineer.

#### 10.8 - Culvert Work

- (1) It is important to apply the relevant mitigation measures outlined above, to ensure that no deleterious materials reach fish habitat and that there are no detrimental impacts to physical fish habitat.
- (2) Existing culverts may be repaired, replaced, and removed, and debris may be removed from them, without contacting DFO. Important things to consider are:
  - the timing window, which will be July 15 to March 15 for almost 100% of projects;
  - that fish passage must not be obstructed:
  - that the channel cannot be realigned;
  - that culverts are designed for a minimum embedment of 10% below grade;
  - that new material placed below the high water mark must be properly stabilized and protected from erosion;
  - that the channel must not be narrowed; and
  - that work must be done when there is no flowing water.
- (3) It is best to time work when stream flows are at a minimum, but contingency measures should be in place in the event that a heavy rain occurs. Coffer dams or other features should be used above the area of construction and water above it should be pumped into the stream channel downstream of the construction. If the initial dewatering strands fish, they should be captured and placed downstream in the wetted area. It may be necessary to get a permit from MNRF to move the fish.

#### **SECTION 11 - ENDANGERED SPECIES ACT**

- (1) All work must comply with the current version of the Ontario Endangered Species Act, 2007, S.O. 2007, c.6; O. Reg.230/08; (Species at Risk in Ontario); and O. Reg. 242/08; (General).
- (2) The Municipality shall obtain the most current Endangered Species information available from MNRF and other sources. A designated persons employed by the Municipality will be responsible for reviewing habitat maps to determine if registration of prescribed activities or full review and approval by MNRF and other agencies is required.
- (3) Prior to the start of any construction activities, the Contractor shall meet with the Municipal Designate to obtain a copy of specific mitigation procedures for dealing with endangered species should they be encountered anytime during construction.

# RC SPENCER ASSOCIATES INC.

Windsor, Leamington & Chatham, Ontario

# **APPENDIX 'C'**

# **RECORD OF ON-SITE MEETINGS**

# DRAINAGE REPORT TO EXTEND THE BRANCH OF THE SMITH NEWMAN DRAIN

# **First On-Site Meeting**

**Date:** 25 May 2018 **Time:** 9:30 a.m.

Place: Vacant land east of 170 County Road 27 E

**File:** 17-691

Present: Dennis McCready RC Spencer Assoc.

Marvel Hormiz RC Spencer Assoc.
Mark Fishleigh County of Essex

Resident **David Armstrong** Resident Ina Newman **Dan Newman** Resident **Larry Newport** Resident **Barb Hanes** Resident **Bob Hanes** Resident **Busin Armstrong** Resident Resident **Row Willis** Robert Von Bodenhausen Resident Cornel Resident Resident **Doug Botier** 

# **Meeting Minutes:**

The Engineer on record, Dennis McCready, made introductions and stated that the purpose of this meeting was to discuss the extension of the Branch of the Smith Newman Drain to a proposed residential development. Dennis McCready provided a brief history of the Drainage Act and summary of procedures under Section 78 of The Drainage Act.

# **Questions and Answers:**

1. Question: Is the dashed line the proposed path of the drain?

**Answer:** The dashed line shown on the drawing indicates the drainage area limits. The

orange dashed line indicates the proposed extension of the drain. The Drainage area was taken from a previous report that was completed in 2013 for the

replacement of an agricultural access culvert.

2. Question: Will the drain be deepened?

**Answer:** It could be, however, we cannot say for sure at this point until further analysis is

completed.

3. Question:

I received the invitation to this meeting in the mail and have made several efforts to contact the law firm and have not yet received a response. I am concerned for the environment because there were some bushes and other trees taken down behind my property where wildlife had been seen. Our property is also a swamp now and I want to know why no one has acknowledged my letter?

Answer:

The purpose of this meeting is to discuss the extension of the municipal drain. If you have any concerns with the extension of the drain you have several opportunities to appeal under The Drainage Act once the report goes to council.

4. Question: What are the intentions of the property?

**Answer:** The plan for the property is to be a residential development.

5. Question: Who pays for this?

**Answer:** It is up to the drainage engineer to decide who pays and in what proportions.

There are appeal options under The Drainage Act if a resident feels they are unfairly assessed. However, in this case the extension of the drain is solely to provide an outlet for the proposed residential development and as a result, the

developers will be assessed for the full cost of the extension.

6. Question: If the property is being developed I shouldn't be paying because I am not

benefitting from any of this.

**Answer:** The developer will be paying for the extension of the drain unless someone else

in the drainage area requests to have some work done on the drain.

7. Question: Our tiles were installed too low in the ditch. Will the drain be deepened?

**Answer:** A survey will be completed where elevations will be taken along the entire

length of the drain and any pipes/tiles coming into the drain. We will decide on

whether it is necessary to deepen the drain once everything is looked at.

8. Question: Mr. Newport, do you have any laterals going into the drain and what are the

intentions of your property?

**Answer:** Yes, I have a main and laterals going into the drain. The main is located about

20 feet away from the drain. My property will be used for farmland as long as I

am here.

9. Dennis McCready: Has storm water management been discussed for the development?

**David Armstrong:** I have spoken with Rick Spencer about storm water management and

incorporating storage in the drain can be something you can look into.

10. David Armstrong: Any spoils from the drain can be put on our property if Mr. Newport is

okay with that?

**Larry Newport:** I don't want any spoils from the drain so you can take them.

**11. Dennis McCready:** If any lands are lost to Mr. Newport from widening of the drain, he will

be compensated in allowances and if by chance you do not agree with the compensation or amount of land taken, you can appeal once the

report goes to council.

**12. David Armstrong:** We are not trying to do something to upset anyone. Our intentions

are to develop and upgrade the town.

# **Closing comments**

Dennis McCready: We appreciate everyone coming out and participating in the on-site

meeting. The intentions of the meeting were to hear all the concerns residents have with the drain and I believe this was achieved. You will

be notified of any future meetings in the same manner.

R.C. Spencer Associates Inc.

**Consulting Engineers** 

Windsor, Ontario

File No.: 17-691 Date: 25 May 2018

# APPENDIX 'D'

# **CORRESPONDENCE**



#### Fisheries and Oceans Canada

Central & Arctic Region Fish and Fish Habitat Protection Program 867 Lakeshore Road Burlington, ON L7S 1A1

#### Pêches et Océans Canada

Région du Centre et de l'Arctique Programme de la protection du poisson et de son habitat 867 Lakeshore Road Burlington, ON L7S 1A1

October 1, 2019

Our file Notre référence 19-HCAA-00745

Mr. Ken Vegh Drainage Superintendent The Corporation of the Town of Kingsville 2021 Division Road Kingsville, Ontario, N9Y 2Y9

Subject: Drain Extension and Improvements, Smith Newman Drain, Class F,
Cottam – Implementation of Measures to Avoid and Mitigate Serious
Harm to Fish and Prohibited Effects on Listed Aquatic Species at Risk

Dear Mr. Ken Vegh:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on June 13, 2019. We understand that you propose to:

- Create a new drainage report by deepening and widening 700 linear metres of the Smith Newman Municipal Drain, and;
- Extend the upper end of the Smith Newman Municipal Drain by excavating from dry land an additional 400 linear metres of new channel

Our review considered the following information:

- Request for Review received on June 13, 2019
- Email and telephone correspondence between Stuart Campbell and Shane Lafontaine on August 26, 2019

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*, and;
- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*.

Canada

.../2

The aforementioned impacts are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for serious harm to fish and, we recommend the implementation of the measures listed in your application as well as those listed below:

- Install a heavy duty silt fence downstream of construction activities
- Conduct work in no flow
- Reseed and/or replant any disturbed banks caused by the construction activities

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal will not require an authorization under the *Fisheries Act*.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<a href="http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html">http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html</a>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, avoid prohibited effects on listed aquatic species at risk, any part of their critical habitat or the residences of their individuals, and prevent the introduction of non-indigenous species.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to (<a href="http://www.dfo-mpo.gc.ca/pnw-ppe/CONTACT-eng.html">http://www.dfo-mpo.gc.ca/pnw-ppe/CONTACT-eng.html</a>).

Please notify this office at least 10 days before starting your project. A copy of this letter should be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Stuart Campbell at 905-336-4886 or by email at <a href="mailto:stuart.campbell@dfo-mpo.gc.ca">stuart.campbell@dfo-mpo.gc.ca</a>. Please refer to the file number referenced above when corresponding with the Program.

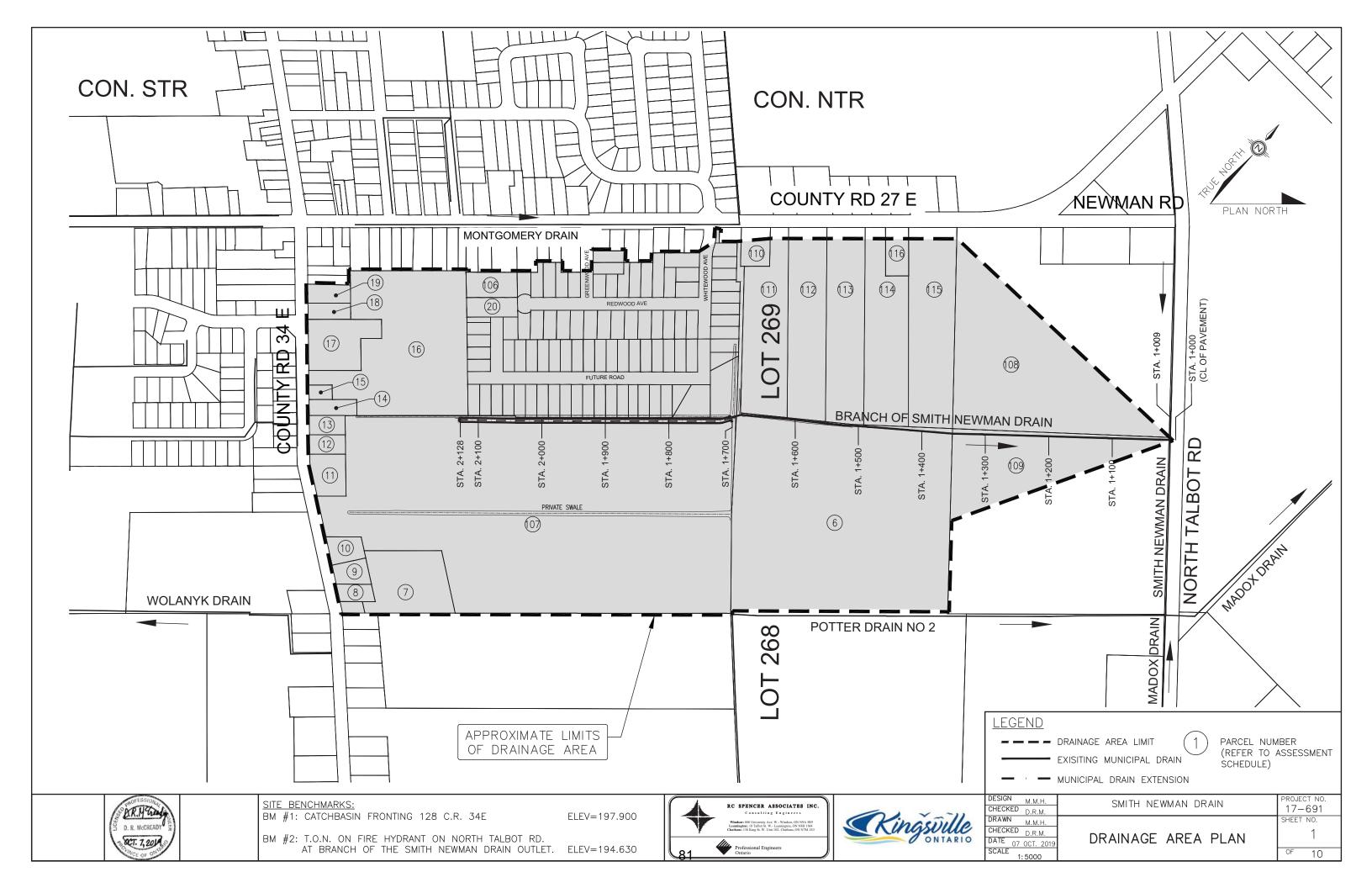
Yours sincerely,

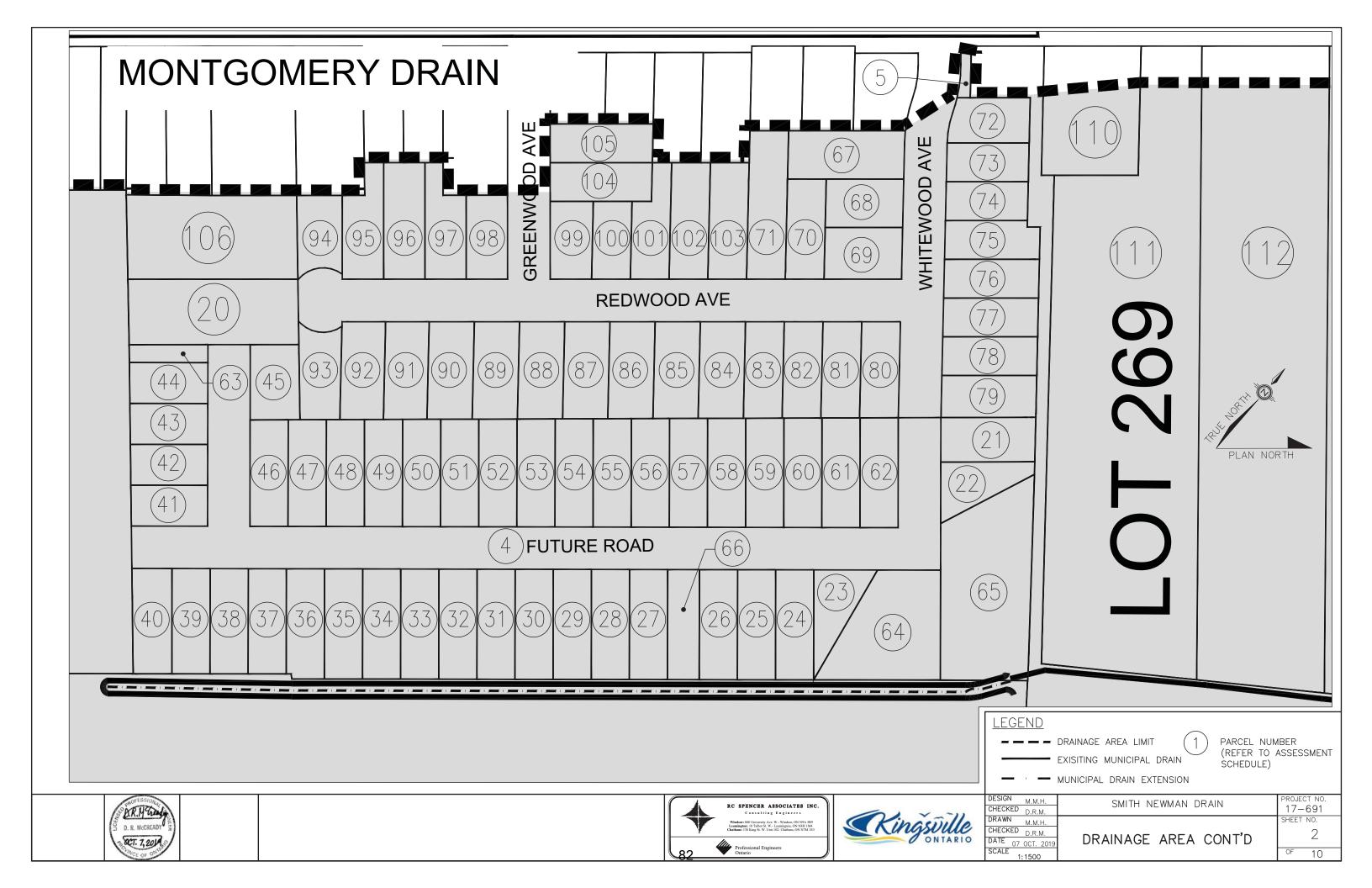
andrea Sherty

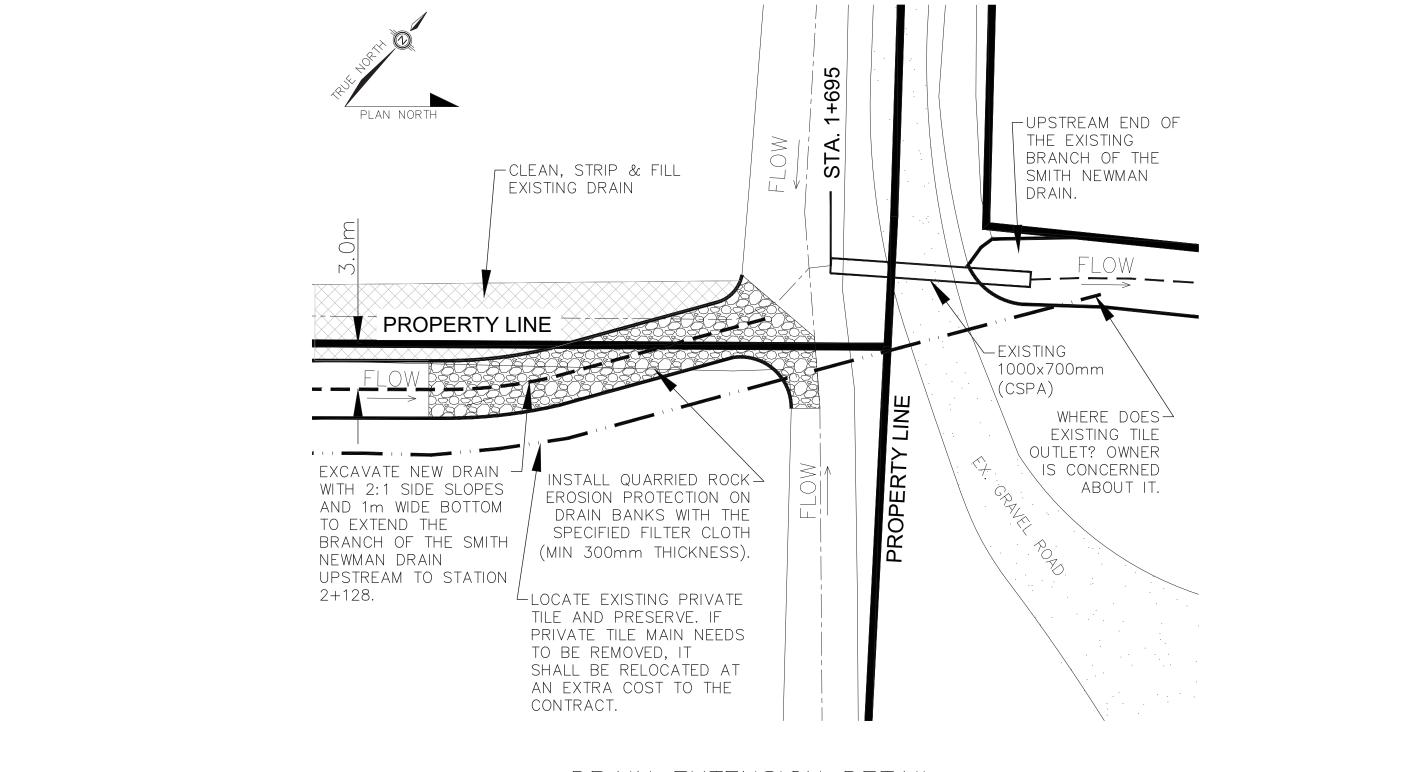
Andrea Doherty Senior Biologist

CC:

Stuart Campbell, Fisheries and Oceans Canada Cynthia Casagrande, Essex Region Conservation Authority







DRAIN EXTENSION DETAIL

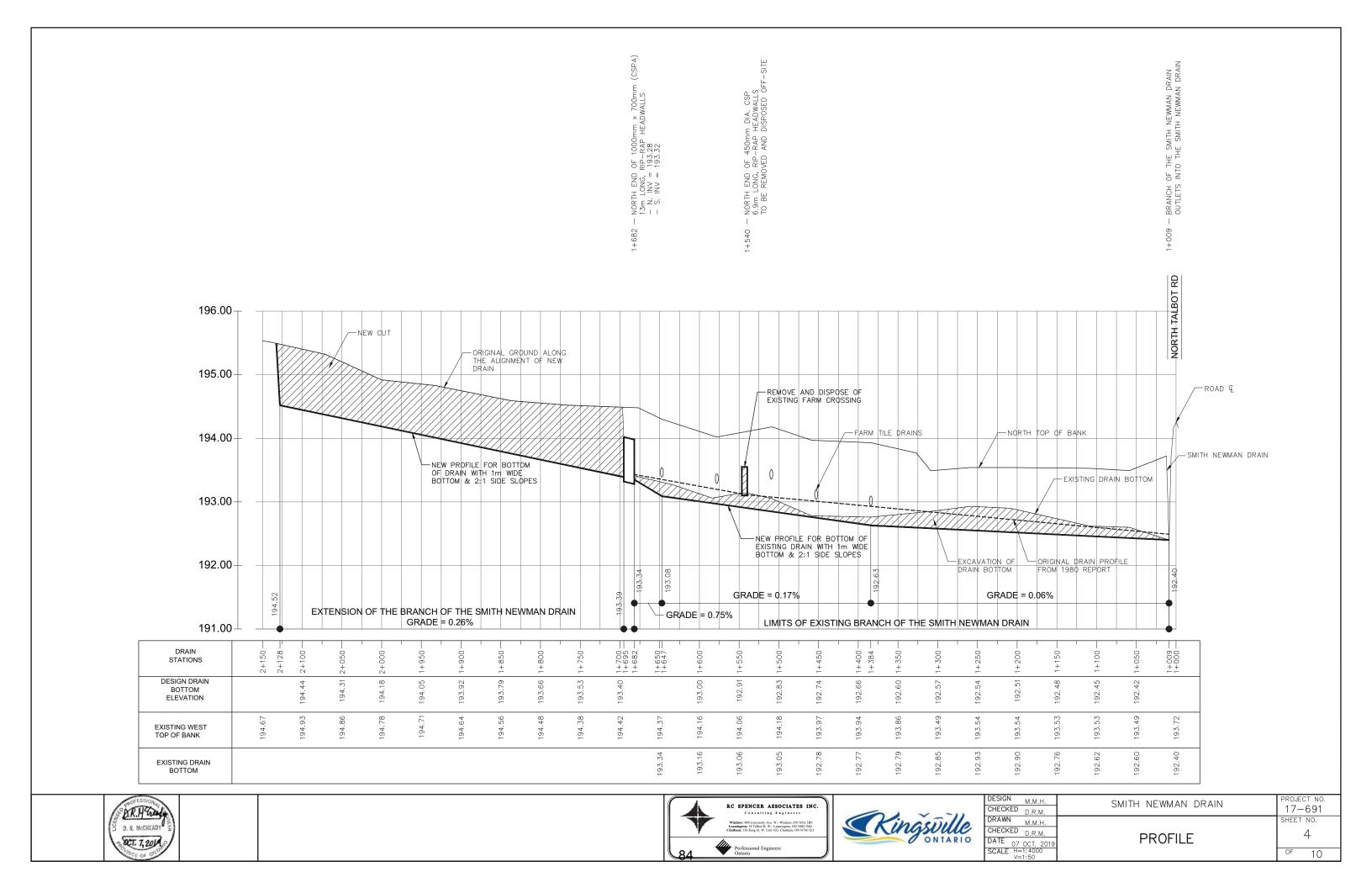
SCALE= 1:250

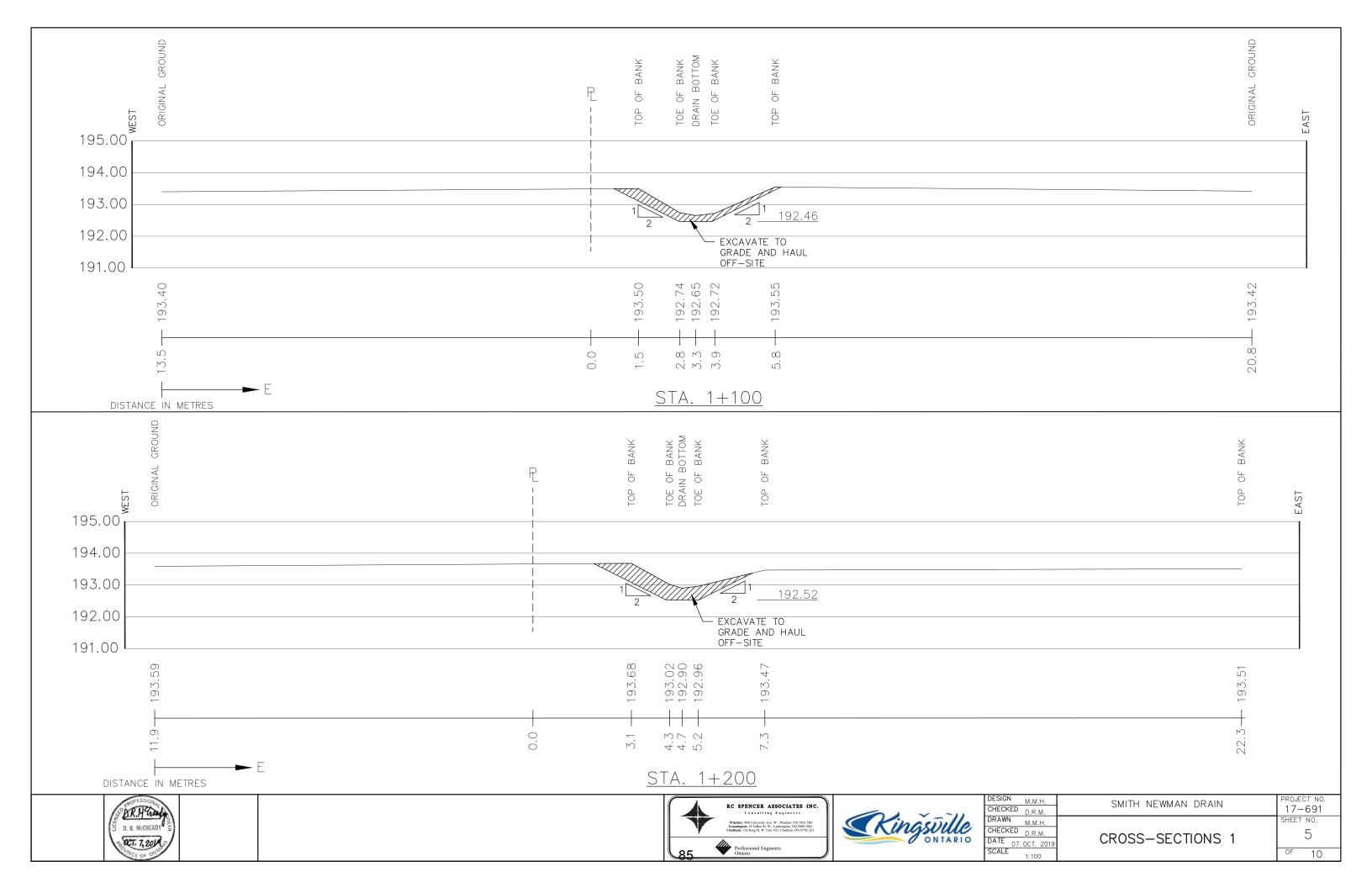


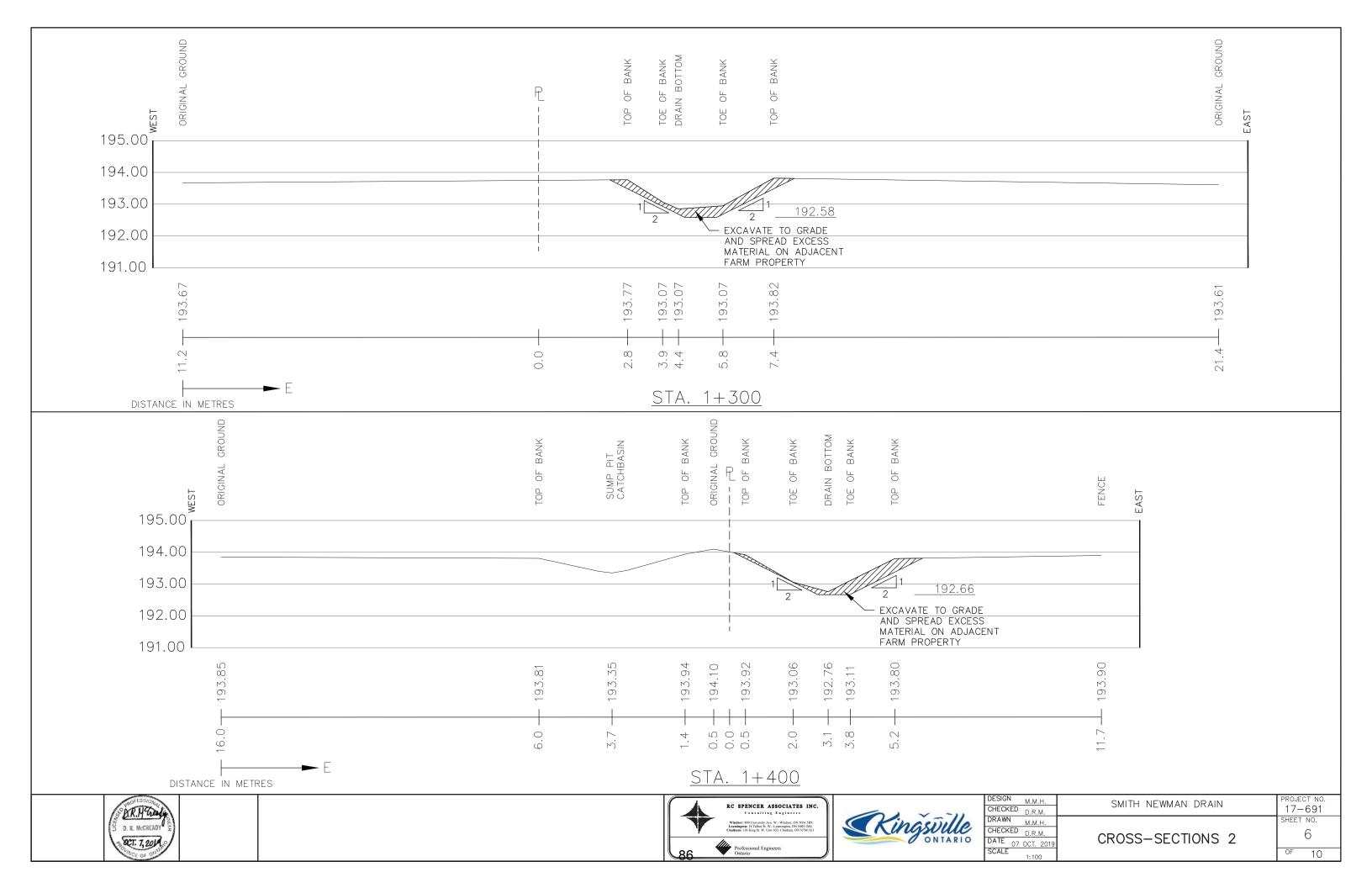


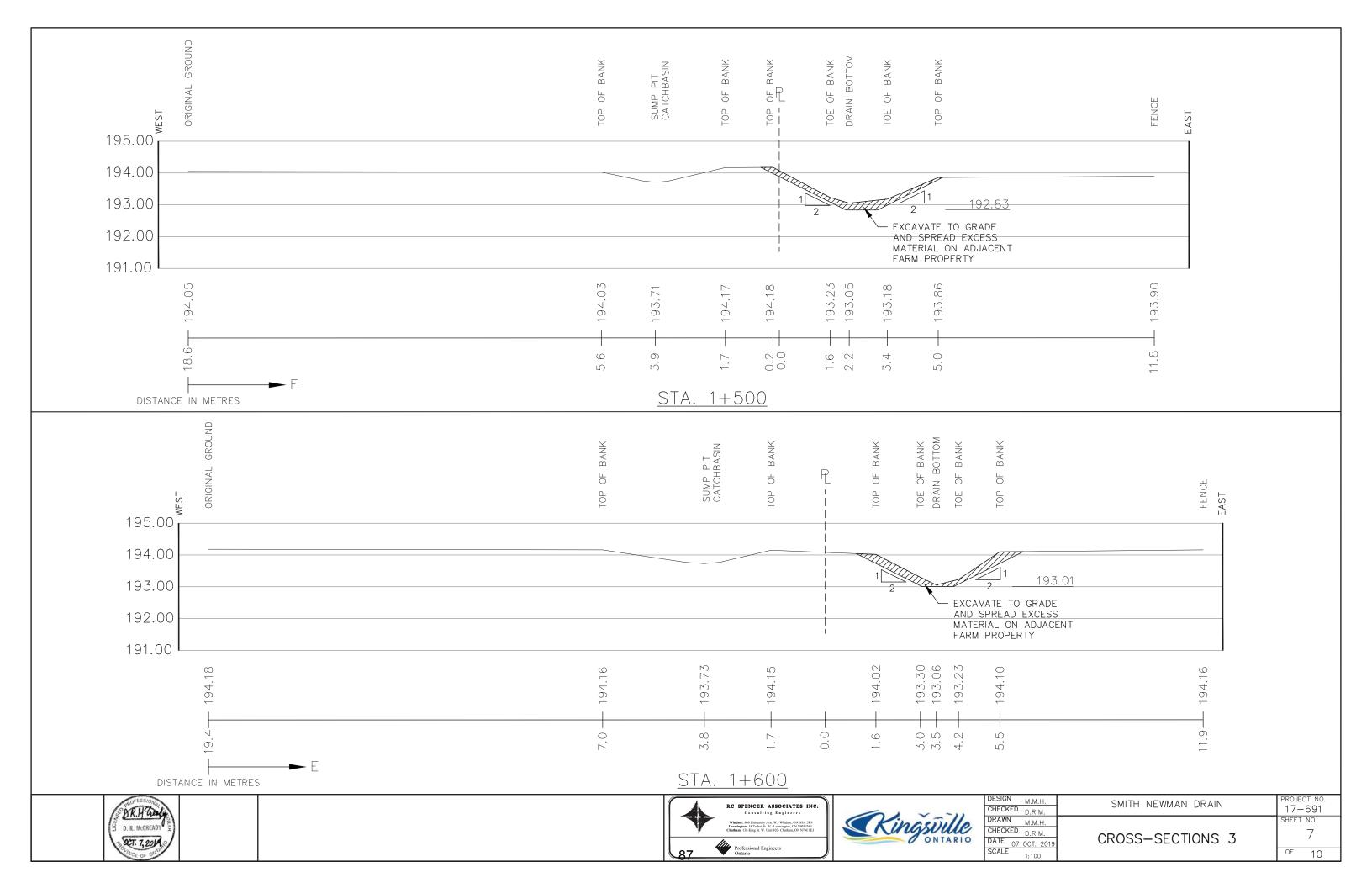


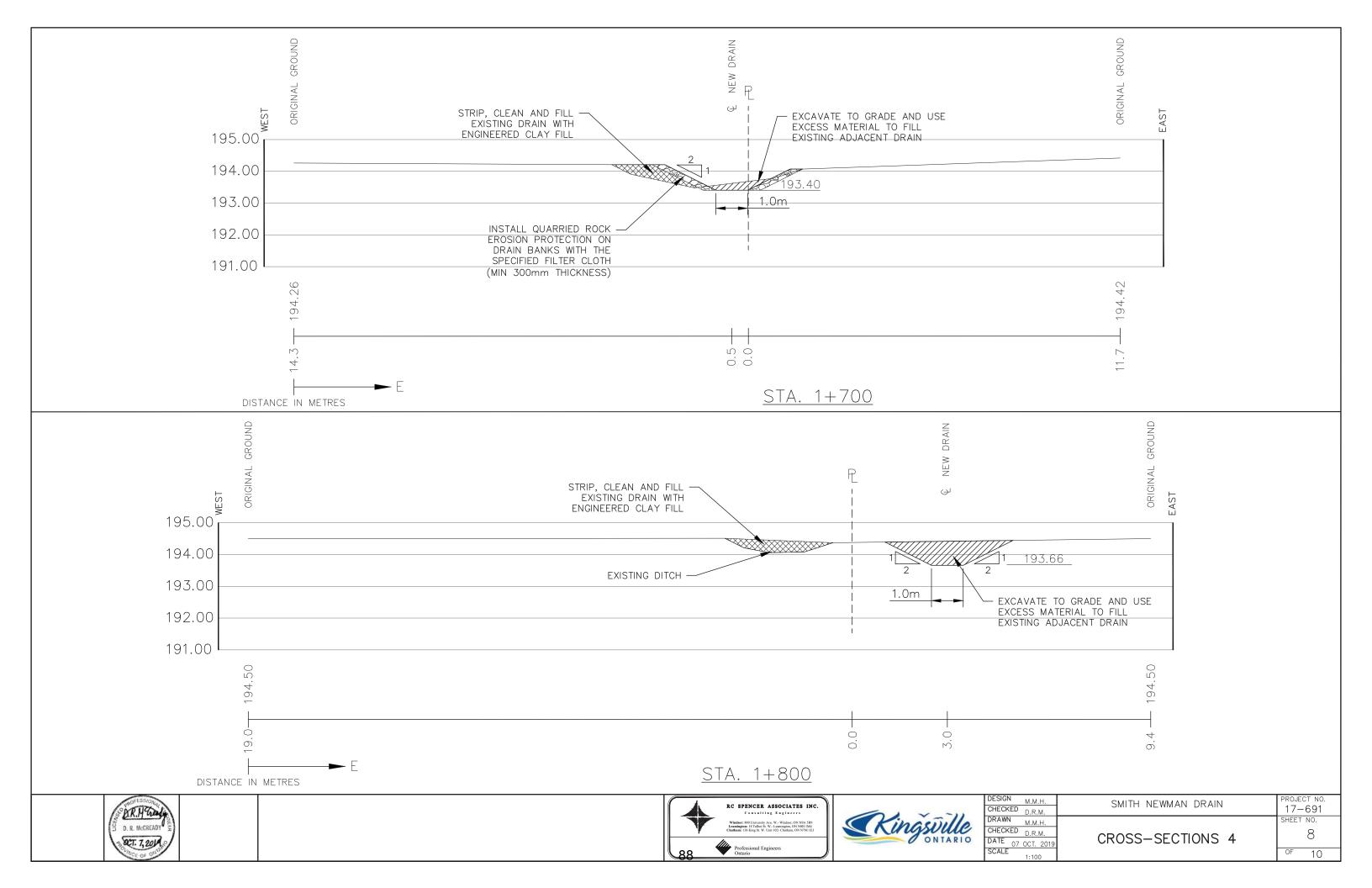
DESIGN M.M.H.	SMITH NEWMAN DRAIN	PROJECT NO.
CHECKED D.R.M.	SWITH NEWWAN DRAIN	17-691
DRAWN M.M.H.		SHEET NO.
CHECKED D.R.M.	CITE DI ANI DETAILO	.3
DATE 07 OCT. 2019	SITE PLAN DETAILS	
SCALE 1: 250		OF 10

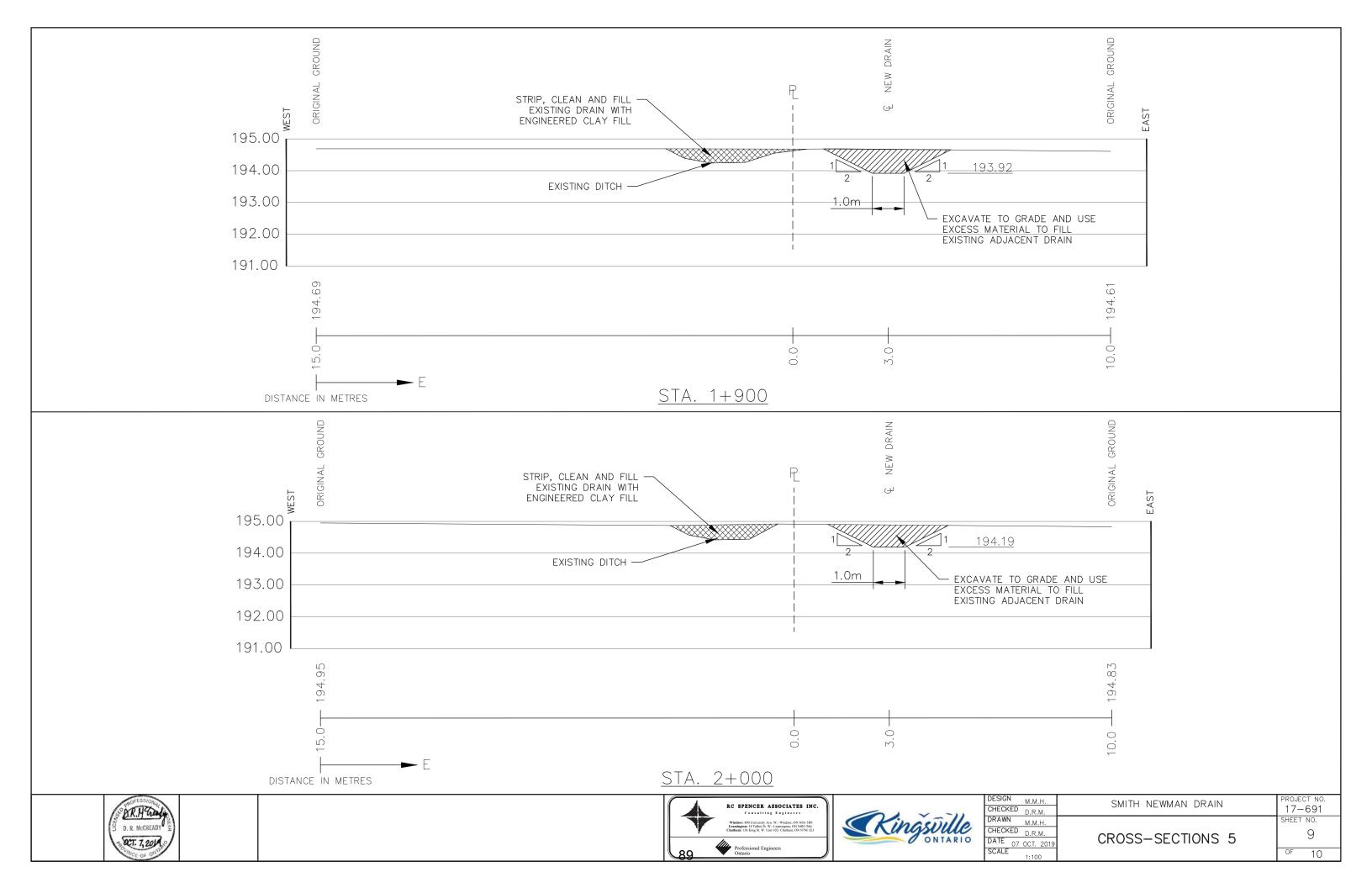


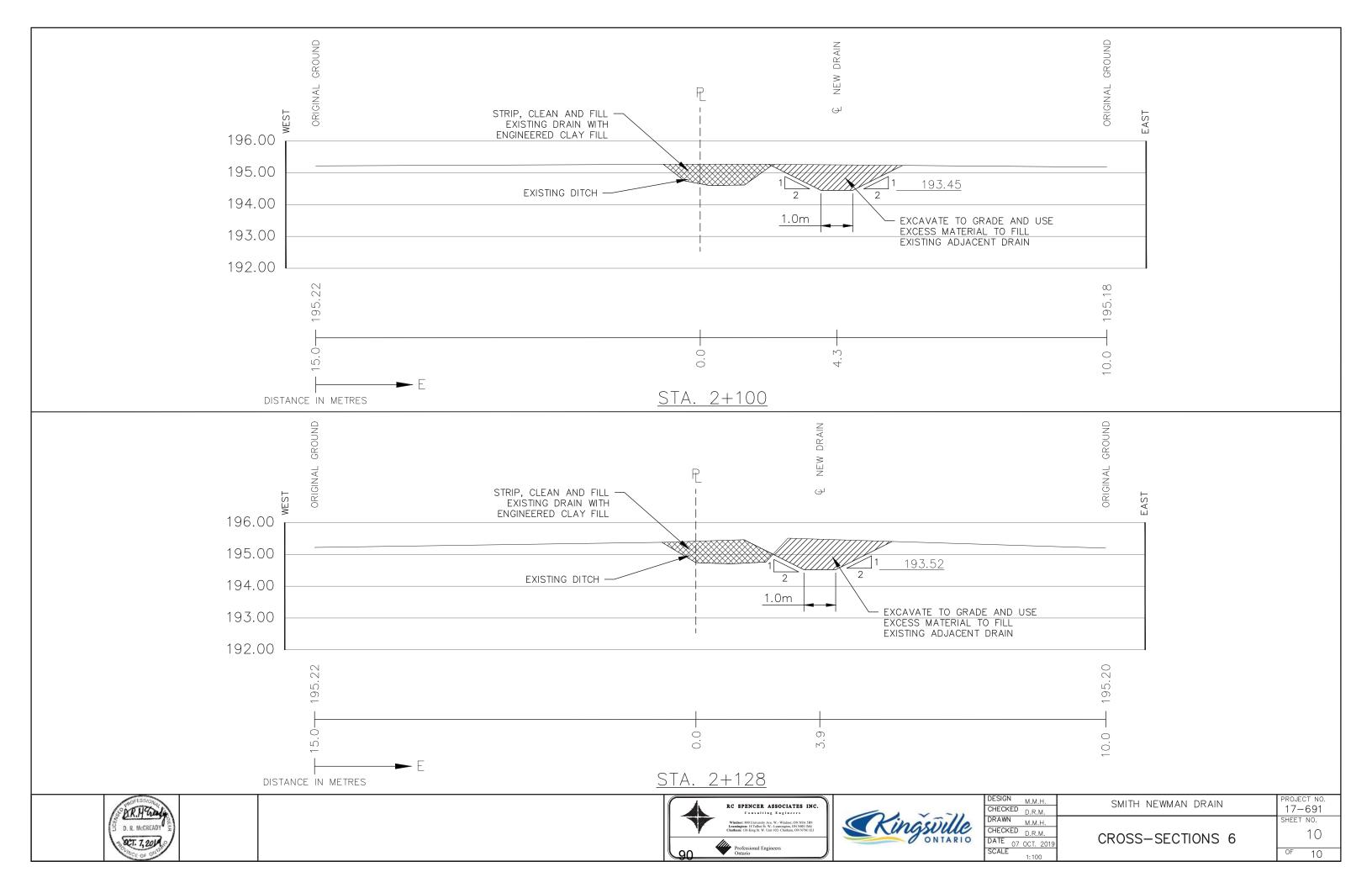












# THE CORPORATION OF THE TOWN OF KINGSVILLE

# **BY-LAW 16-2020**

Being a by-law to provide for the Repair, Improvement and Extension and subsequent maintenance schedules for the Branch of the Smith Newman Drain in the Town of Kingsville, in the County of Essex

**WHEREAS** the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 4 of the *Drainage Act* for the repair, improvement and extension of the Branch of the Smith Newman Drain;

**AND WHEREAS** the report dated October 7, 2019 has been authored by Dennis R. McCready, P. Eng. and the attached report forms part of this bylaw:

**AND WHEREAS** \$150,000.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

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

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

# 1. AUTHORIZATION

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

# 2. BORROWING

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$150,000.00 being the amount necessary for the completion of the drainage works.

# 3. DEBENTURES

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

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

# 4. PAYMENT

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

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$150,000.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be plevied upon the whole rateable property in the Town of Kingsville in each year for 2 (two) or 5 (five)

- years (as determined by the Director of Financial Services or designate) after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.
- 3) All assessments of \$250.00 or less are payable in the first year in which the assessments are imposed.

# 5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS

# SCHEDULE A-1 SCHEDULE OF ASSESSMENT FOR CONSTRUCTION

# BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

A) MUNI	CIPAL LANDS									
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	, `i	ECTION 22) VALUE OF BENEFIT	`	ECTION 23) OUTLET LIABILITY	AS	TOTAL SESSMENT
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$	1,056.00	\$	1,056.00
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$	311.00	\$	311.00
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$	1,835.00	\$	1,835.00
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	2,322.00	\$	1,866.00	\$	4,188.00
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$	21.00	\$	21.00
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	10.570	Town of Kingsville	\$	7,511.00	\$	4,927.00	\$	12,438.00
	Total affected Lands (Hectares)	21.413	12.611							
	Total Ass	essment on	Municipal La	nds	\$	9,833.00	\$	10,016.00	\$	19,849.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-0	GRANTABLE)					
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	ECTION 22) VALUE OF BENEFIT	Į ,	ECTION 23) OUTLET LIABILITY	AS	TOTAL SESSMENT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ -	\$	1,306.00	\$	1,306.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ _	\$	287.00	\$	287.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$	369.00	\$	369.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$	389.00	\$	389.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$	1,216.00	\$	1,216.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$	747.00	\$	747.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$	756.00	\$	756.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$	831.00	\$	831.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$	369.00	\$	369.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ 53,463.00	\$	12,142.00	\$	65,605.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$	2,047.00	\$	2,047.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$	751.00	\$	751.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$	857.00	\$	857.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ 379.00	\$	305.00	\$	684.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ 144.00	\$	117.00	\$	261.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ 59.00	\$	48.00	\$	107.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ 126.00	\$	50.00	\$	176.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	DS (NON-C	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	١	ECTION 22) /ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$	289.00	\$ 116.00	\$ 405.00
37	590-04120	12M-392	Lot 17	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
38	590-04121	12M-392	Lot 18	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
39	590-04122	12M-392	Lot 19	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
40	590-04123	12M-392	Lot 20	0.088	0.088		\$	274.00	\$ 109.00	\$ 383.00
41	590-04124	12M-392	Lot 21	0.068	0.068		\$	106.00	\$ 85.00	\$ 191.00
42	590-04125	12M-392	Lot 22	0.068	0.068		\$	106.00	\$ 85.00	\$ 191.00
43	590-04126	12M-392	Lot 23	0.069	0.069		\$	106.00	\$ 86.00	\$ 192.00
44	590-04127	12M-392	Lot 24	0.069	0.069		\$	106.00	\$ 86.00	\$ 192.00
45	590-04128	12M-392	Lot 25	0.082	0.082		\$	126.00	\$ 102.00	\$ 228.00
46	590-04129	12M-392	Lot 26	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
47	590-04130	12M-392	Lot 27	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
48	590-04131	12M-392	Lot 28	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
49	590-04132	12M-392	Lot 29	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
50	590-04133	12M-392	Lot 30	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
51	590-04134	12M-392	Lot 31	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
52	590-04135	12M-392	Lot 32	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
53	590-04136	12M-392	Lot 33	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
54	590-04137	12M-392	Lot 34	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
55	590-04138	12M-392	Lot 35	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
56	590-04139	12M-392	Lot 36	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
57	590-04140	12M-392	Lot 37	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
58	590-04141	12M-392	Lot 38	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
59	590-04142	12M-392	Lot 39	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
60	590-04143	12M-392	Lot 40	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
61	590-04144	12M-392	Lot 40	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
62	590-04144	12M-392		0.093	0.093		\$			
63	590-04145	12M-392	Lot 42 Lot 43	0.093	0.093		\$	144.00 49.00	\$ 116.00 \$ 39.00	\$ 260.00 \$ 88.00
64	590-04150	12M-392		0.031	0.232			359.00		\$ 503.00
			Lot 44				\$			
65	590-04155	12M-392	Lot 45	0.368	0.368		\$	570.00	\$ 229.00	\$ 799.00
66	590-04165	12M-392	Lot 46	0.078	0.078		\$	243.00	\$ 97.00	\$ 340.00
67	590-05901	M158	Lot 17	0.127	0.127		\$	-	\$ 237.00	\$ 237.00
68	590-05902	M158	Lot 16	0.085	0.085		\$	-	\$ 159.00	
69	590-05903	M158	Lot 15	0.088	0.088		\$	-	\$ 164.00	\$ 164.00
70	590-05904	M158	Lot 14	0.086	0.086		\$	-	\$ 160.00	\$ 160.00
71	590-05905	M158	Lot 13	0.128	0.128		\$	-	\$ 239.00	\$ 239.00
72	590-05934	M158	Lot 1	0.079	0.079		\$	-	\$ 147.00	\$ 147.00
73	590-05935	M158	Lot 2	0.071	0.071		\$	-	\$ 132.00	\$ 132.00
74	590-05936	M158	Lot 3	0.071	0.071		\$	-	\$ 132.00	\$ 132.00
75	590-05937	M158	Lot 4	0.080	0.080		\$	-	\$ 149.00	\$ 149.00
76	590-05938	M158	Lot 5	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
77	590-05939	M158	Lot 6	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
78	590-05940	M158	Lot 7	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
79	590-05941	M158	Lot 8	0.089	0.089		\$	-	\$ 166.00	\$ 166.00
80	590-05942	M158	Lot 9	0.083	0.083		\$	-	\$ 155.00	
81	590-05943	M158	Lot 10	0.083	0.083		\$	-	\$ 155.00	
82	590-05944	M158	Lot 11	0.083	0.083		\$	-	\$ 155.00	\$ 155.00
83	590-05945	M173	Lot 12	0.083	0.083		\$	-	\$ 155.00	\$ 155.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	GRANTABLE)					
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	١̈٧	ECTION 22) ALUE OF BENEFIT	Ì	ECTION 23) OUTLET LIABILITY	TOTAL SESSMENT
84	590-05946	M173	Lot 12	0.097	0.097		\$	_	\$	181.00	\$ 181.00
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$	181.00	\$ 181.00
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$	183.00	\$ 183.00
87	590-05949	M173	Lot 15	0.098	0.098		\$	-	\$	183.00	\$ 183.00
88	590-05950	M173	Lot 16	0.098	0.098		\$	-	\$	183.00	\$ 183.00
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$	183.00	\$ 183.00
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$	183.00	\$ 183.00
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$	177.00	\$ 177.00
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$	177.00	\$ 177.00
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$	155.00	\$ 155.00
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$	142.00	\$ 142.00
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$	170.00	\$ 170.00
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$	200.00	\$ 200.00
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$	168.00	\$ 168.00
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$	144.00	\$ 144.00
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$	136.00	\$ 136.00
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$	125.00	\$ 125.00
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$	157.00	\$ 157.00
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$	188.00	\$ 188.00
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$	188.00	\$ 188.00
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$	164.00	\$ 164.00
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$	164.00	\$ 164.00
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	493.00	\$	396.00	\$ 889.00
		Total affect	ted Lands (Hectares)	16.533	16.533						
		Total As	sessment on Private	ly Owned No	n-Agricultural	Lands (Non-Grantable)	\$	63,718.00	\$	34,324.00	\$ 98,042.00

PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	.E)	``	ECTION 22) /ALUE OF BENEFIT	` o	CTION 23) UTLET ABILITY	AS	TOTAL SESSMENT
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.47		9	4.508.00	9	6.537.00	\$	11.045.00
108	590-06300	NTR	Pt Lot 269	9.837	5.049		s	3.587.00	· .	1.035.00		4,622.00
109	590-06600	NTR	Pt Lot 269	9.720	2.440		\$	1,734.00	· .	500.00		2,234.00
		Total affect	ted Lands (Hectares)	37.027	24.959							
		Tot	9,829.00	\$	8,072.00	\$	17,901.00					

D) PRIV	ATELY OW	NED - A	GRICULTURAL	LANDS (N	ION-GRAN	TABLE)						
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	١,	SECTION 22) VALUE OF BENEFIT	`	ECTION 23) OUTLET LIABILITY	AS	TOTAL SESSMENT
110	590-06000	NTR	Pt Lot 269	0.278	0.060		\$	-	\$	112.00	\$	112.00
111	590-06102	NTR	Pt Lot 269	1.849	1.792		\$	1,910.00	\$	1,058.00	\$	2,968.00
112	590-06103	NTR	Pt Lot 269	1.822	1.702		\$	1,814.00	\$	899.00	\$	2,713.00
113	590-06104	NTR	Pt Lot 269	1.858	1.738		\$	1,852.00	\$	810.00	\$	2,662.00
114	590-06105	NTR	Pt Lot 269	1.885	1.821		\$	1,941.00	\$	736.00	\$	2,677.00
115	590-06106	NTR	Pt Lot 269	2.291	2.138		\$	2,278.00	\$	731.00	\$	3,009.00
116	590-06200	NTR	Pt Lot 269	0.276	0.060		\$	-	\$	67.00	\$	67.00
		Total affect	ted Lands (Hectares)	10.259	9.311							
		Total	Assessment on Priva	tely Owned	Agricultural La	ands (Non-Grantable)	\$	9,795.00	\$	4,413.00	\$	14,208.00

	93,175.00	,175.00	\$	56,825.00	\$	150,000.00
--	-----------	---------	----	-----------	----	------------

TOTAL LANDS AFFECTED (Ha)	
A) MUNICIPAL LANDS	12.611
B) Non-Agricultural Lands	16.533
C) Agricultural Lands (Grantable)	24.959
D) Agricultural Lands (Non-grantable)	9.311
Total Lands Affected:	63.414

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

# SCHEDULE A-2 SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE

# BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	١̈٧	ECTION 22) /ALUE OF BENEFIT	) ·	ECTION 23) OUTLET IABILITY	TOTAL ESSMENT
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$	103.00	\$ 103.00
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$	28.00	\$ 28.00
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$	165.00	\$ 165.00
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	510.00	\$	168.00	\$ 678.00
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$	2.00	\$ 2.00
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	10.570	Town of Kingsville	\$	707.00	\$	442.00	\$ 1,149.00
	Total affected Lands (Hectares)	21.413	12.611						
	Total Ass	essment on	Municipal La	nds	\$	1,217.00	\$	908.00	\$ 2,125.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	ECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY		TOTAL ASSESSMENT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ -	\$ 117.00	)   \$	117.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ -	\$ 26.00	)   \$	26.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$ 33.00	)   \$	33.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$ 35.00	\$	35.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$ 77.00	\$	77.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$ 48.00	\$	48.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$ 48.00	)   \$	48.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$ 53.00	)   \$	53.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$ 23.00	\$	23.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ 1,528.00	\$ 836.00	\$	2,364.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$ 130.00	\$	130.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$ 48.00	\$	48.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$ 55.00	\$	55.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ 51.00	\$ 27.00	\$	78.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ 20.00	\$ 11.00	\$	31.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ 8.00	\$ 4.00	\$	12.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ 9.00	\$ 5.00	\$	14.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ 19.00	\$ 10.00	\$	29.00

D) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	SRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	`\	ECTION 22) /ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
37	590-04120	12M-392	Lot 17	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.00
38	590-04121	12M-392	Lot 18	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.00
39	590-04122	12M-392	Lot 19	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.00
40	590-04123	12M-392	Lot 20	0.088	0.088		\$	18.00	\$ 10.00	\$ 28.00
41	590-04124	12M-392	Lot 21	0.068	0.068		\$	14.00	\$ 8.00	\$ 22.00
42	590-04125	12M-392	Lot 22	0.068	0.068		\$	14.00	\$ 8.00	\$ 22.00
43	590-04126	12M-392	Lot 23	0.069	0.069		\$	14.00	\$ 8.00	\$ 22.00
44	590-04127	12M-392	Lot 24	0.069	0.069		\$	14.00	\$ 8.00	\$ 22.00
45	590-04128	12M-392	Lot 25	0.082	0.082		\$	17.00	\$ 9.00	\$ 26.00
46	590-04129	12M-392	Lot 26	0.002	0.002		\$	19.00	\$ 10.00	\$ 29.00
47	590-04130	12M-392	Lot 27	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.00
48	590-04130	12M-392	Lot 28	0.091	0.091		\$	19.00		
					0.091		1	19.00		
49 50	590-04132 590-04133	12M-392 12M-392	Lot 29 Lot 30	0.091 0.091	0.091		\$ \$	19.00	\$ 10.00 \$ 10.00	\$ 29.00 \$ 29.00
							1			
51	590-04134	12M-392	Lot 31	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.00
52	590-04135	12M-392	Lot 32	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
53	590-04136	12M-392	Lot 33	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
54	590-04137	12M-392	Lot 34	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
55	590-04138	12M-392	Lot 35	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
56	590-04139	12M-392	Lot 36	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
57	590-04140	12M-392	Lot 37	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
58	590-04141	12M-392	Lot 38	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
59	590-04142	12M-392	Lot 39	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
60	590-04143	12M-392	Lot 40	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
61	590-04144	12M-392	Lot 41	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
62	590-04145	12M-392	Lot 42	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
63	590-04148	12M-392	Lot 43	0.031	0.031		\$	6.00	\$ 3.00	\$ 9.00
64	590-04150	12M-392	Lot 44	0.232	0.232		\$	24.00	\$ 13.00	\$ 37.00
65	590-04155	12M-392	Lot 45	0.368	0.368		\$	38.00	\$ 21.00	\$ 59.00
66	590-04165	12M-392	Lot 46	0.078	0.078		\$	16.00	\$ 9.00	\$ 25.00
67	590-05901	M158	Lot 17	0.127	0.127		\$	-	\$ 21.00	\$ 21.00
68	590-05902	M158	Lot 16	0.085	0.085		\$	-	\$ 14.00	\$ 14.00
69	590-05903	M158	Lot 15	0.088	0.088		\$	-	\$ 15.00	\$ 15.00
70	590-05904	M158	Lot 14	0.086	0.086		\$	-	\$ 14.00	\$ 14.00
71	590-05905	M158	Lot 13	0.128	0.128		\$	-	\$ 21.00	\$ 21.00
72	590-05934	M158	Lot 1	0.079	0.079		\$	-	\$ 13.00	\$ 13.00
73	590-05935	M158	Lot 2	0.071	0.071		\$	-	\$ 12.00	\$ 12.00
74	590-05936	M158	Lot 3	0.071	0.071		\$	-	\$ 12.00	\$ 12.00
75	590-05937	M158	Lot 4	0.080	0.080		\$	-	\$ 13.00	\$ 13.00
76	590-05938	M158	Lot 5	0.082	0.082		\$	-	\$ 14.00	\$ 14.00
77	590-05939	M158	Lot 6	0.082	0.082		\$	-	\$ 14.00	\$ 14.00
78	590-05940	M158	Lot 7	0.082	0.082		\$	-	\$ 14.00	\$ 14.00
79	590-05941	M158	Lot 8	0.089	0.089		\$	-	\$ 15.00	\$ 15.00
80	590-05942	M158	Lot 9	0.083	0.083		\$	-	\$ 14.00	\$ 14.00
81	590-05943	M158	Lot 10	0.083	0.083		\$	-	\$ 14.00	\$ 14.00
82	590-05944	M158	Lot 11	0.083	0.083		\$	-	\$ 14.00	\$ 14.00
83	590-05945	M173	Lot 12	0.083	0.083		\$	-	\$ 14.00	\$ 14.00

PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	ON-AGRICULTU  LOT OR PART OF  LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	·ν	CTION 22) ALUE OF BENEFIT	` (	CTION 23) OUTLET IABILITY	TOTAL ASSESSME	NT
84	590-05946	M173	Lot 12	0.097	0.097		\$	-	\$	16.00	\$ 16	6.00
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$	16.00	\$ 16	6.00
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
87	590-05949	M173	Lot 15	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
88	590-05950	M173	Lot 16	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$	16.00	\$ 16	6.00
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$	16.00	\$ 16	6.00
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$	14.00	\$ 14	.00
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$	13.00	\$ 13	3.00
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$	15.00	\$ 15	5.00
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$	18.00	\$ 18	3.00
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$	15.00	\$ 15	5.00
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$	13.00	\$ 13	3.00
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$	12.00	\$ 12	2.00
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$	11.00	\$ 11	.00
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$	14.00	\$ 14	.00
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$	17.00	\$ 17	.00
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$	17.00	\$ 17	.00
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$	15.00	\$ 15	5.00
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$	15.00	\$ 15	5.00
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	66.00	\$	36.00	\$ 102	.00
	•	Total affect	ted Lands (Hectares)	16.533	16.533							
		Total As	sessment on Private	y Owned No	n-Agricultural	Lands (Non-Grantable)	\$	2,484.00	\$	2,620.00	\$ 5,104	.00

C) PRIV	PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	`v.	ECTION 22) ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT	
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.47		\$	297.00	\$ 537.00	\$ 834.00	
108	590-06300	NTR	Pt Lot 269	9.837	5.049		\$	333.00	\$ 93.00	\$ 426.00	
109	590-06600	NTR	Pt Lot 269	9.720	2.440		\$	161.00	\$ 45.00	\$ 206.00	
	Total affected Lands (Hectares) 37.027 24.959										
		Tota	al Assessment on Pri	Lands (Grantable)	\$	791.00	\$ 675.00	\$ 1,466.00			

D) PRIV	ATELY OW	NED - A	GRICULTURAL	LANDS (N	NON-GRAN	TABLE)					
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	٠,	SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT	
110	590-06000	NTR	Pt Lot 269	0.278	0.060		\$	-	\$ 10.00	\$ 10.00	
111	590-06102	NTR	Pt Lot 269	1.849	1.792		\$	177.00	\$ 95.00	\$ 272.00	
112	590-06103	NTR	Pt Lot 269	1.822	1.702		\$	168.00	\$ 81.00	\$ 249.00	
113	590-06104	NTR	Pt Lot 269	1.858	1.738		\$	172.00	\$ 73.00	\$ 245.00	
114	590-06105	NTR	Pt Lot 269	1.885	1.821		\$	180.00	\$ 66.00	\$ 246.00	
115	590-06106	NTR	Pt Lot 269	2.291	2.138		\$	211.00	\$ 66.00	\$ 277.00	
116	590-06200	NTR	Pt Lot 269	0.276	0.060		\$	-	\$ 6.00	\$ 6.00	
	Total affected Lands (Hectares) 10.259 9.311										
		Total	Assessment on Priva	ands (Non-Grantable)	\$	908.00	\$ 397.00	\$ 1,305.00			

TOTAL ASSESSMENT FOR SCHEDULE A-2 (SECTIONS A,B,C & D)	s	5.400.00	\$	4.600.00	s	10,000.00
1.0	Ψ	3,400.00	Ψ	7,000.00	Ψ	10,000.00

TOTAL LANDS AFFECTED (Ha)					
A) MUNICIPAL LANDS	12.611				
B) Non-Agricultural Lands	16.533				
C) Agricultural Lands (Grantable)	24.959				
D) Agricultural Lands (Non-grantable)	9.311				
Total Lands Affected:	63.414				

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

# SCHEDULE A-3 SCHEDULE OF ASSESSMENT FOR FUTURE CULVERT MAINTENANCE

# BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

A) MUNI	CIPAL LANDS									
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	` s	CTION 24) PECIAL ENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT		
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$ 70.00	\$ 70.00		
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$ 21.00	\$ 21.00		
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$ 124.00	\$ 124.00		
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	-	\$ 126.00	\$ 126.00		
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$ 1.00	\$ 1.00		
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	0.270	Town of Kingsville	\$	2,500.00	\$ 11.00	\$ 2,511.00		
	Total affected Lands (Hectares) 21.413 2.311									
	Total Ass	sessment on	Municipal La	nds	\$	2,500.00	\$ 353.00	\$ 2,853.00		

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-0	GRANTABLE)			
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 24) SPECIAL BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ -	\$ 88.00	\$ 88.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ -	\$ 19.00	\$ 19.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$ 25.00	\$ 25.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$ 26.00	\$ 26.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$ 35.00	\$ 35.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$ 21.00	\$ 21.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$ 22.00	\$ 22.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$ 24.00	\$ 24.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$ 11.00	\$ 11.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ -	\$ 349.00	\$ 349.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$ 59.00	\$ 59.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$ 22.00	\$ 22.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$ 25.00	\$ 25.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ -	\$ 28.00	\$ 28.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ -	\$ 12.00	\$ 12.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ -	\$ 10.00	\$ 10.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ -	\$ 10.00	\$ 10.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ -	\$ 12.00	\$ 12.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-0	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION SPECIA BENEF	٩L	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$	_	\$ 12.00	\$ 12.00
37	590-04120	12M-392	Lot 17	0.089	0.089		\$	_	\$ 11.00	\$ 11.00
38	590-04121	12M-392	Lot 18	0.089	0.089		\$	-	\$ 11.00	\$ 11.00
39	590-04122	12M-392	Lot 19	0.089	0.089		\$	_	\$ 11.00	\$ 11.00
40	590-04123	12M-392	Lot 20	0.088	0.088		\$	_	\$ 11.00	\$ 11.00
41	590-04124	12M-392	Lot 21	0.068	0.068		\$	_	\$ 9.00	\$ 9.00
42	590-04125	12M-392	Lot 22	0.068	0.068		\$	_	\$ 9.00	\$ 9.00
43	590-04126	12M-392	Lot 23	0.069	0.069		\$	_	\$ 9.00	\$ 9.00
44	590-04127	12M-392	Lot 24	0.069	0.069		\$	_	\$ 9.00	\$ 9.00
45	590-04128	12M-392	Lot 25	0.082	0.082		\$	_	\$ 10.00	\$ 10.00
46	590-04129	12M-392	Lot 26	0.091	0.091		\$	_	\$ 12.00	\$ 12.00
47	590-04130	12M-392	Lot 27	0.091	0.091		\$	_	\$ 12.00	\$ 12.00
48	590-04131	12M-392	Lot 28	0.091	0.091		\$	_	\$ 12.00	\$ 12.00
49	590-04132	12M-392	Lot 29	0.091	0.091		\$		\$ 12.00	\$ 12.00
50	590-04133	12M-392	Lot 30	0.091	0.091		\$	-	\$ 12.00	\$ 12.00
51	590-04134	12M-392	Lot 31	0.091	0.091		\$		\$ 12.00	\$ 12.00
52	590-04135	12M-392	Lot 32	0.091	0.091		\$	-	\$ 12.00	\$ 12.00
53	590-04136	12M-392			0.092			-		
	590-04137		Lot 33	0.092			\$		\$ 12.00	
54		12M-392	Lot 34	0.092	0.092		\$	-	\$ 12.00	\$ 12.00
55	590-04138	12M-392	Lot 35	0.092	0.092		\$	-	\$ 12.00	\$ 12.00
56	590-04139	12M-392	Lot 36	0.092	0.092		\$	-	\$ 12.00	\$ 12.00
57	590-04140	12M-392	Lot 37	0.092	0.092		\$	-	\$ 12.00	\$ 12.00
58	590-04141	12M-392	Lot 38	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
59	590-04142	12M-392	Lot 39	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
60	590-04143	12M-392	Lot 40	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
61	590-04144	12M-392	Lot 41	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
62	590-04145	12M-392	Lot 42	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
63	590-04148	12M-392	Lot 43	0.031	0.031		\$	-	\$ 4.00	\$ 4.00
64	590-04150	12M-392	Lot 44	0.232	0.232		\$	-	\$ 27.00	\$ 27.00
65	590-04155	12M-392	Lot 45	0.368	0.368		\$	-	\$ 35.00	\$ 35.00
66	590-04165	12M-392	Lot 46	0.078	0.078		\$	-	\$ 10.00	\$ 10.00
67	590-05901	M158	Lot 17	0.127	0.127		\$	-	\$ 16.00	\$ 16.00
68	590-05902	M158	Lot 16	0.085	0.085		\$	-	\$ 11.00	
69	590-05903	M158	Lot 15	0.088	0.088		\$	-	\$ 11.00	
70	590-05904	M158	Lot 14	0.086	0.086		\$	-	\$ 11.00	\$ 11.00
71	590-05905	M158	Lot 13	0.128	0.128		\$	-	\$ 16.00	\$ 16.00
72	590-05934	M158	Lot 1	0.079	0.079		\$	-	\$ 10.00	\$ 10.00
73	590-05935	M158	Lot 2	0.071	0.071		\$	-	\$ 9.00	\$ 9.00
74	590-05936	M158	Lot 3	0.071	0.071		\$	-	\$ 9.00	\$ 9.00
75	590-05937	M158	Lot 4	0.080	0.080		\$	-	\$ 10.00	\$ 10.00
76	590-05938	M158	Lot 5	0.082	0.082		\$	-	\$ 10.00	\$ 10.00
77	590-05939	M158	Lot 6	0.082	0.082		\$	-	\$ 10.00	\$ 10.00
78	590-05940	M158	Lot 7	0.082	0.082		\$	-	\$ 10.00	\$ 10.00
79	590-05941	M158	Lot 8	0.089	0.089		\$	-	\$ 11.00	\$ 11.00
80	590-05942	M158	Lot 9	0.083	0.083		\$	-	\$ 10.00	\$ 10.00
81	590-05943	M158	Lot 10	0.083	0.083		\$	-	\$ 10.00	\$ 10.00
82	590-05944	M158	Lot 11	0.083	0.083		\$	-	\$ 10.00	\$ 10.00
83	590-05945	M173	Lot 12	0.083	0.083		\$	-	\$ 10.00	\$ 10.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	IRAL LAN	IDS (NON-C	GRANTABLE)						
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	) s	CTION 24) PECIAL BENEFIT	,	ECTION 23) OUTLET LIABILITY	TOTA ASSESSM	
84	590-05946	M173	Lot 12	0.097	0.097		\$	-	\$	12.00	\$	12.00
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$	12.00	\$	12.00
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$	12.00	\$	12.00
87	590-05949	M173	Lot 15	0.098	0.098		\$	-	\$	12.00	\$	12.00
88	590-05950	M173	Lot 16	0.098	0.098		\$	-	\$	12.00	\$	12.00
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$	12.00	\$	12.00
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$	12.00	\$	12.00
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$	12.00	\$	12.00
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$	12.00	\$	12.00
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$	10.00	\$	10.00
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$	10.00	\$	10.00
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$	12.00	\$	12.00
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$	14.00	\$	14.00
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$	11.00	\$	11.00
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$	10.00	\$	10.00
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$	9.00	\$	9.00
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$	8.00	\$	8.00
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$	11.00	\$	11.00
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$	13.00	\$	13.00
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$	13.00	\$	13.00
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$	11.00	\$	11.00
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$	11.00	\$	11.00
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	-	\$	32.00	\$	32.00
		Total affect	ted Lands (Hectares)	16.616	16.616							
		Total As	sessment on Privatel	y Owned No	n-Agricultural	Lands (Non-Grantable)	\$	-	\$	1,779.00	\$ 1,7	779.00

C) PRIV	PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 24) SPECIAL BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT		
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.470		\$ -	\$ 368.00	\$ 368.00		
	Total affected Lands (Hectares) 17.470 17.470										
	Total Assessment on Privately Owned Agricultural Lands (Grantable) \$ - \$ 368.00 \$										

TOTAL ASSESSMENT FOR SCHEDULE A-3 (SECTIONS A, B & C)	\$	2,500.00	\$	2,500.00	\$	5,000.00
---	----	----------	----	----------	----	----------

TOTAL LANDS AFFECTED (Ha)					
A) MUNICIPAL LANDS	2.311				
B) Non-Agricultural Lands	16.616				
C) Agricultural Lands (Grantable)	17.470				
Total Lands Affected:	36.397				

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

6	CI	ΓΑΊ	ī	N
D.	C I	ΙАΙ	w	IV

This by-law comes into force on the passing thereof and may be cited as the "Repair, Improvement and Extension of the Branch of the Smith Newman Drain" by-law.

READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED THIS  $9^{\text{th}}$  DAY OF MARCH, 2020.

	MAYOR, Nelson Santos	
	CLERK, Jennifer Astrologo	
READ A THIRD TIME AND FINALLY F 2020.	PASSED ON THIS DAY OF	
	MAYOR, Nelson Santos	
	CLERK, Jennifer Astrologo	



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

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

APPLICATION: ZONING BY-LAW AMENDMENT - ZBA/01/20

(Section 34 of the Planning Act, R.S.O. 1990, C.P. 13)

APPLICANT: Chris and Lori King

LOCATION OF PROPERTY: 1681 Division Road North (County Rd 29)

**PURPOSE OF APPLICATION:** The Town of Kingsville has received the above-noted application for lands located on the west side of Division Road N (County Rd 29), and south of Sandybrook Way. The subject property is designated 'Agriculture' by the Official Plan and zoned 'Rural residential Exception 11 (RR-11)' under the Kingsville Comprehensive Zoning By-law.

The parcel is a 1.35 ha (3.33 ac.) residential lot with 6.9 m (74.32 ft.) frontage onto Division Rd N. The property currently contains a single detached house and a pole barn. The applicants are looking to build a 111.48 sq. m (1,200 sq. ft.) detached garage with a 98.7 sq. m (1,062 sq. ft.) second dwelling unit on the upper level. The current zoning of the property permits a single family dwelling and accessory structures. A site-specific zoning amendment is proposed to permit the second dwelling unit, as per *Section 2.10* of the Official Plan for a property not on full servicing, where the subject property is on private septic. Additionally, the zoning amendment will address the height of the proposed secondary dwelling unit/garage of 6.7 m (22 ft.) (as shown on the applicants sketch). All other applicable provisions of the by-law will be met.

A map showing the location of the subject lands, and the applicant's sketch, is attached.

# A PUBLIC MEETING OF COUNCIL will be held on:

**WHEN:** March 9, 2020

WHERE: Town of Kingsville Municipal Building – Council Chambers

**TIME:** 7:00 p.m.

If you have comments on this application, they may be forwarded in writing via email to <a href="kbrcic@kingsville.ca">kbrcic@kingsville.ca</a> or letter mail, to the attention of: Kristina Brcic, Town Planner, 2021 Division Road North, Town of Kingsville, ON N9Y 2Y9. Comments and opinions submitted on these matters, including your name and address, may become part of the public record and may be viewed by the general public and may be published in a planning report or reproduced in a Council agenda and/or minutes.

**If a Person or Public Body** that files an appeal of a decision of The Town of Kingsville in respect of the proposed consent does not make written submissions to The Town of Kingsville before it gives or refuses to give a provisional consent, the Local Planning Appeal Tribunal may dismiss the appeal.

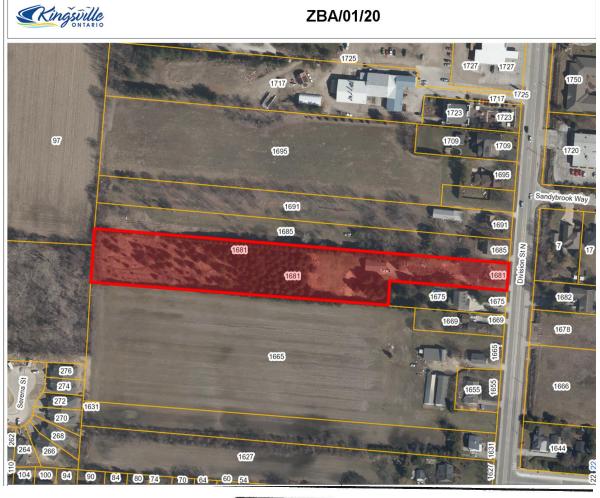
If You Wish to be notified of the decision of The Town of Kingsville in respect of the proposed consent, you must make a written to the Municipal Clerk, Town of Kingsville, 2021 Division Road North, Kingsville, Ontario, N9Y 2Y9.

**If a Person or Public Body** would otherwise have an ability to appeal the decision of Council of the Town of Kingsville to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Kingsville before the by-law is passed, the person or public body is not entitled to appeal the decision.

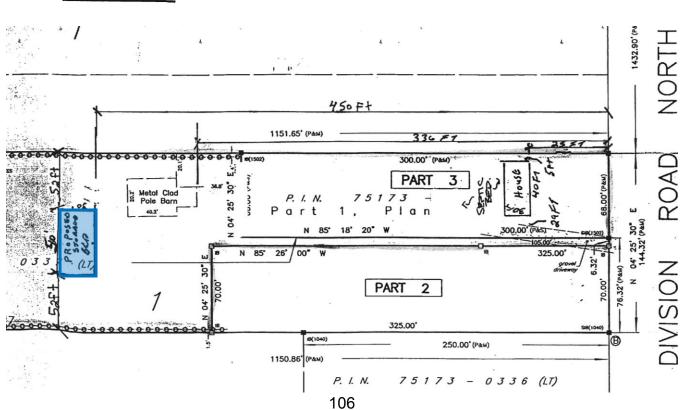
If a Person or Public Body does not make oral submissions at a public meeting, or make written submissions to the Municipal Clerk of the Town of Kingsville before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

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

DATED AT THE TOWN OF KINGSVILLE on February 13, 2020









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

**Date:** March 2, 2020

To: Mayor and Council

Author: Kristina Brcic, MSc, BURPI

**Town Planner** 

RE: Applicant for Zoning By-law Amendment ZBA/01/20 by

**Chris and Lori King** 

1681 Division Road North (County Road 29) PT Lot 1, CON 1, WD, 12R24704 Parts 1 & 3

Roll No. 3711 320 000 07900

Report No.: PS 2020-017

#### **AIM**

To provide the Mayor and Council with information regarding a Zoning By-law Amendment application to permit a secondary dwelling unit on lands known as 1681 Division Road North.

#### **BACKGROUND**

The parcel is a 1.35 hectare (3.33 acre) residential lot with 6.9 m (74.32 ft.) frontage onto Division Road North (see Appendix A). The property currently contains a single detached house and a pole barn. The applicants are looking to build a 111.48 sq. m (1,200 sq. ft.) detached garage with a 98.7 sq. m (1,062 sq. ft.) second dwelling unit on the upper level (see Applicants Site Sketch in Appendix B). The current zoning of the property permits a single family dwelling and accessory structures.

A site-specific zoning amendment is proposed to permit the second dwelling unit, as per *Section 2.10* of the Official Plan for a property not on full municipal servicing, where the subject property is on private septic. Additionally, the zoning amendment will address the height of the proposed secondary dwelling unit/garage of 6.7 m (22 ft.) (as shown on the applicants' sketch). All other applicable provisions of the by-law will be met.

#### **DISCUSSION**

# 1) Provincial Policy Statement

When reviewing a planning application to determine if it represents sound planning, it is imperative that the proposed development is consistent with the Provincial Policy Statement (PPS): "The Provincial Policy Statement provides policy direction for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment."

Section 1.4.3 states that "Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market area by:

- b) permitting and facilitating:
  - 1. all forms of housing required to meet the social, health and well-being requirements of current and future residents, including special needs requirements; and
  - 2. all forms of residential intensification, including second units, and redevelopment in accordance with policy 1.1.3.3;"

Comment: There are no issues of Provincial significance raised as a result of the proposed zoning-by law amendment.

# 2) Essex County Official Plan

The Official Plan for Essex County Section 3.2.8 Affordable Housing f) indicates that "The County generally permits second dwelling units [within]... an accessory structure..." Further, it is indicated that local municipal Official Plans and implementing Zoning By-law will further detail policies and provisions of second dwelling units.

Comment: There are no issues raised as a result of the proposed zoning by-law amendment.

### 3) Town of Kingsville Official Plan

The Official Plan for the Town of Kingsville designates the subject properties as 'Agriculture'. The Policies of Section 2.10 Secondary Dwelling Units, provides a definition for the use and further outlines the requirement for a zoning by-law amendment since the subject property is not on full servicing, as outlined in subsection f). The applicant will need to demonstrate the ability to adequately serve the secondary dwelling unit to the satisfaction of the Town.

Comment: The applicants have applied for the Zoning By-law Amendment as a result of the requirement outlined in the Official Plan. Due to the large size of the property the owners have ample space to provide for septic improvements if needed, to accommodate the additional living quarters of the proposed secondary dwelling unit. This application meets the Goals and Policies of the Official Plan.

### 4) Town of Kingsville Comprehensive Zoning By-law

The subject parcel is currently zoned 'Rural Residential Exception 11 (RR-11)' where the exception permits the decrease in lot frontage from 30 metres ('Rural Residential (RR)') to 21 metres (RR-11). The Comprehensive Zoning By-law Section 4.35.1 provides that secondary dwelling units are permitted in residential zones on full municipal servicing.

The owners wish to build the Accessory Structure, which will contain a ground floor garage and upper floor secondary dwelling unit, higher than what the current zoning permits.

Comment: The proposed zoning by-law amendment in relation to the secondary dwelling unit is a requirement of the Official Plan policies due to the lack of municipal sanitary servicing on the property. As a result of the proposed structure height (as seen on the Applicants Building Sketch Appendix C) the zoning by-law amendment will also permit an increase to the height of the accessory structure from 5 m (16.4 ft.) to 6.7 m (22 ft.). The applicants' lot area can adequately accommodate the size of building and the location will be well in the rear yard, with ample separation from neighbours. The applicants' have mature evergreen trees lining the property boundary creating privacy for both themselves and from neighbours. All other provisions of the zoning by-law will be met.

#### LINK TO STRATEGIC PLAN

Manage growth through sustainable planning.

#### FINANCIAL CONSIDERATIONS

There will be an increase in assessment as a result of the application once the proposed development is completed.

#### CONSULTATIONS

In accordance to O. Reg 545/06 of the *Planning Act*, property owners within 120m of the subject site boundaries are required to receive the Notice of Open House/ Public Meeting by mail. At the time of writing, no public comment has been received.

In accordance with O. Reg 545/06 of the Planning Act, Agencies and Town Administration received the Notice of Public Meeting by mail and/or email.

Agency or Administrator	Comment	
Essex Region Conservation	No objections. (See Appendix D).	
Authority	ERCA requests a copy of the decision.	
Town of Kingsville	No concerns with the requested rezoning.	
Management Team	All applicable drawings to be submitted for Building Permit.	
	<ul> <li>Proposed building must meet Ontario Building Code regulations.</li> </ul>	
County of Essex	No comments received.	

#### RECOMMENDATION

It is recommended that Council approve Zoning By-law Amendment application ZBA/01/20 to rezone the subject lands at 1681 Division Road North (County Road 29), Part Lot D, Con 1, WD, 12R24704 Parts 1 & 3, Town of Kingsville, from 'Rural Residential Exception 11 (RR-11)' to 'Rural Residential Exception 13 (RR-13)' and adopt the implementing by-law.

<u>Kristina Brcic</u>

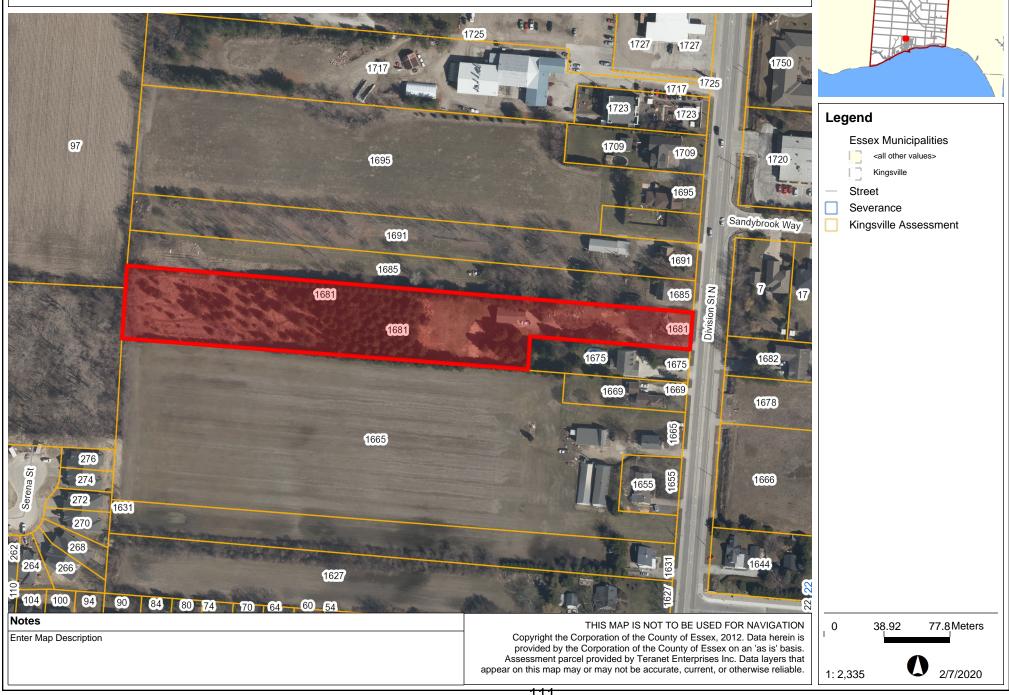
Kristina Brcic, MSc, BURPI Town Planner

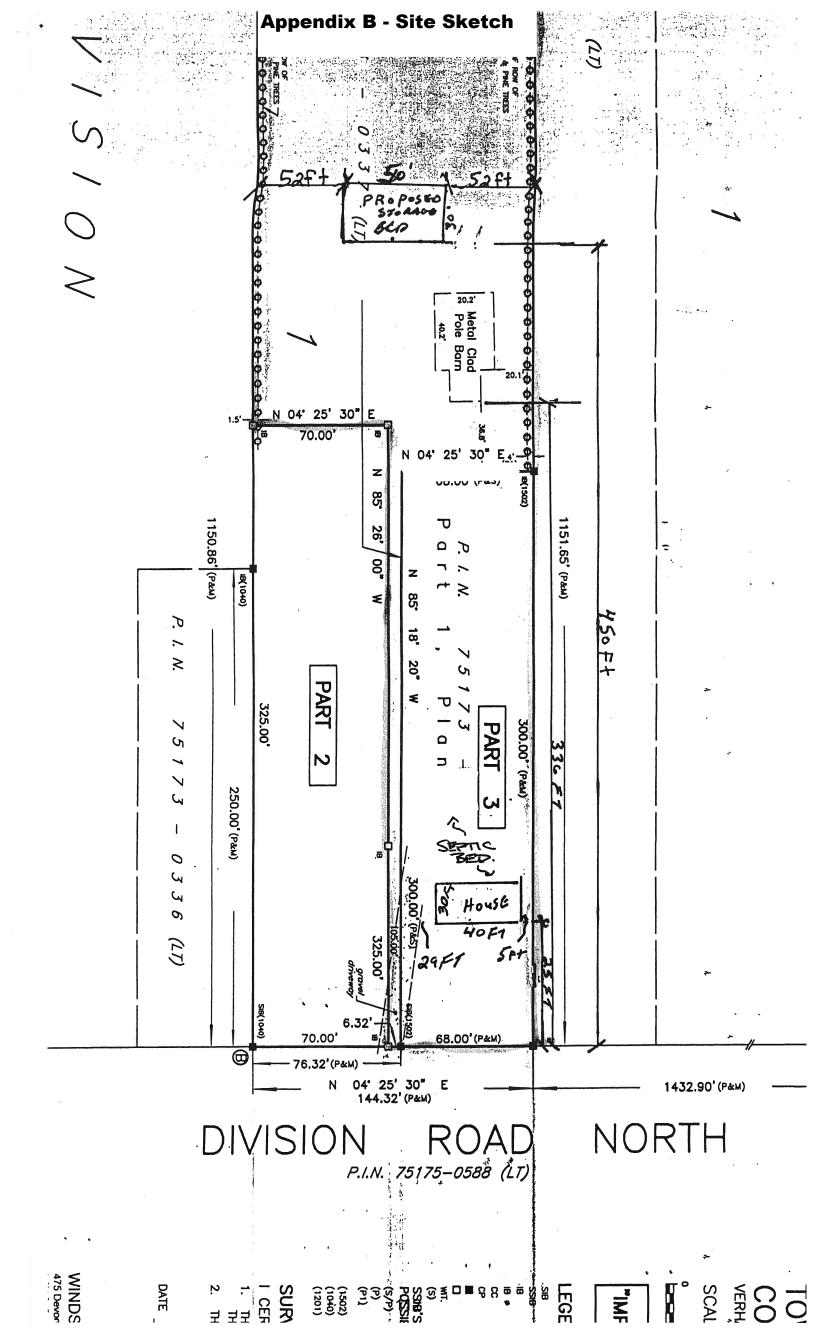
Robert Brown

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

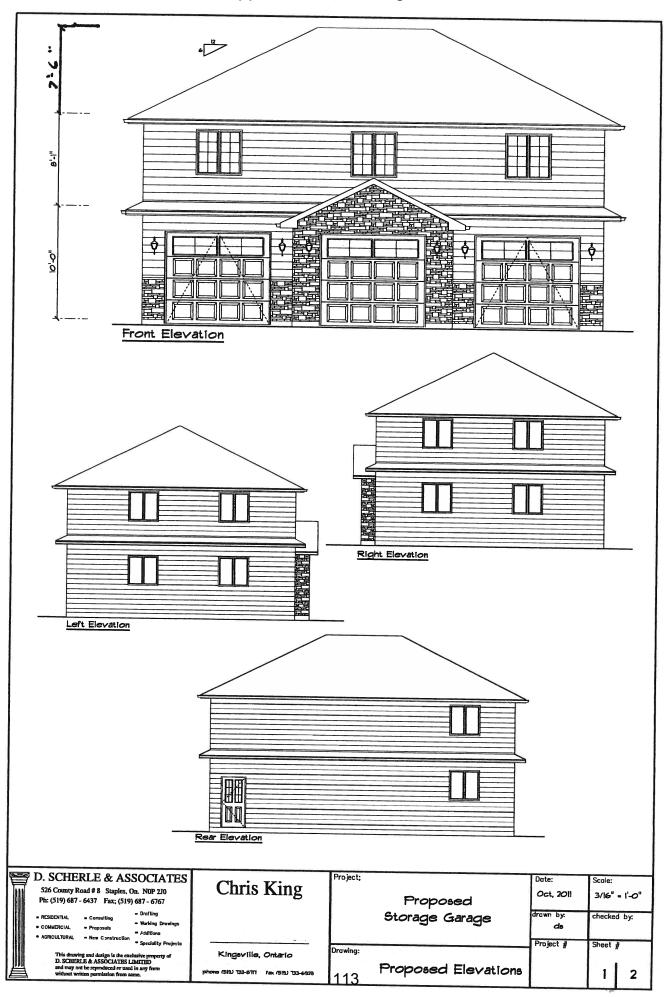


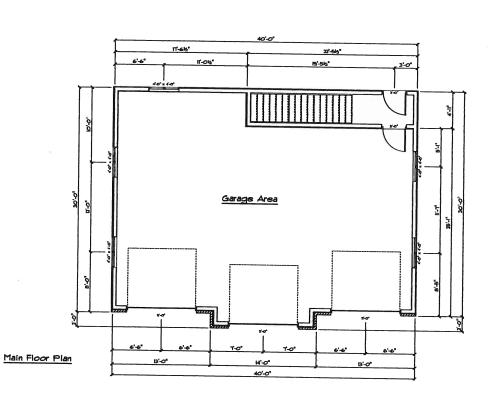
# **ZBA/01/20**

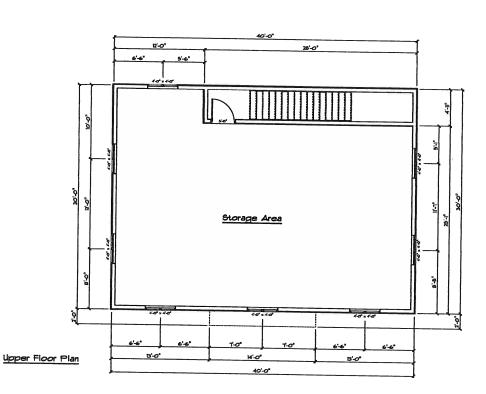




Appendix C - Building Sketch







D. SCHERLE & ASSOCIATES 526 County Road # 8 Suples, On. NOP 210 Ph: (519) 687 - 6437 Pax; (519) 687 - 6767	Chris King	Project;	Proposed	Date: Oct, 2011	Scale: 3/16" = 1'-0"
e RESIDENTIAL         = Consutting         = Ordfung           e COMMERCIAL         = Propusals         = Worlding Druerings           e Additions         = Additions           e Consuttuation         = Speciality Projects			Proposed Storage Garage	drawn by: de Project #	checked by:
This drawing and design is the exclusive property of D. SCHERLE & ASSOCIATES LIMITED and may not be reproduced or used in any form without written permission from same.	Kingsville, Ontario	Drawing:	Proposed Elevations	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2 2

# Appendix D - ERCA Comment

# **Essex Region Conservation**

the place for life

**300000** 

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

February 13, 2020

Ms. Kristina Brcic, Town Planner The Corporation of the Town of Kingsville 2021 Division Road North Kingsville, Ontario, N9Y 2Y9

Dear Ms. Brcic:

RE: Zoning By-Law Amendment ZBA-01-20 1681 DIVISION RD N

ARN 371132000007900; PIN: 751730469

Applicant: Chris & Lori King

The following is provided as a result of our review of Zoning By-Law Amendment ZBA-01-20. The purpose of the application is to construct an attached garage with a secondary dwelling unitl on the upper level. The current zoning does not permit a secondary dwelling unit.

# DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS AND REGULATORY RESPONSIBILITIES ASSOCIATED WITH THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined 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*.

We have reviewed our floodline mapping for this area and it has been determined this site is **not** located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the *Conservation Authorities Act*). As a result, a permit is not required from ERCA for issues related to Section 28 of the *Conservation Authorities Act*, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the *Conservations Authorities Act*, (Ontario Regulation No. 158/06).

#### WATERSHED BASED RESOURCE MANAGEMENT AGENCY

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

#### SECTION 1.6.6.7 Stormwater Management (PPS, 2014)

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

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



Ms. Brcic February 13, 2020

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 as outlined in Section 2.1 of the PPS. 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 as defined by the Provincial Policy Statement (PPS). Based on our review, we have no objection to the application with respect to natural heritage policies.

#### FINAL RECOMMENDATION

ERCA has no objection to the application for zoning amendment to add a permitted use of a secondary dwelling unit on a property where the proposed property is not fully serviced.

ERCA requests to receive a copy of the Notice of Decision for this application.

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

Sincerely, Mile helm

Michael Nelson, BSc, MSc (Planning)

Watershed Planner

/mn



# THE CORPORATION OF THE TOWN OF KINGSVILLE BY-LAW 29-2020

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** the application conforms to the Official Plan of the Town of Kingsville;

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

1. That Subsection 6.6 e) RURAL RESIDENTIAL EXCEPTIONS is amended with the addition of the following new subsection:

# 6.6.13 'RURAL RESIDENTIAL EXCEPTION 13 (RR-13)'

- a) For lands shown as RR-13 on Map 58 Schedule "A" of this By-law.
- b) Permitted Uses
  - i) Residential
- c) Permitted Buildings and Structures
  - i) A single detached dwelling;
  - j) One secondary dwelling unit,
  - ii) Buildings and structures accessory to the permitted uses.
- d) Zone Provisions

Notwithstanding Subsection 6.6, the following special provision *shall* apply to lands *zone*d (RR-13):

- i) Minimum lot frontage 21 m.
- ii) Maximum accessory structure height 6.7 m.

Schedule "A", Map 58 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 1, Concession 1, Western Division, 12R 24704, Parts 1 & 3, and locally known as 1681 Division Road North (County Road 29) as shown on Schedule 'A' crosshatched attached hereto from 'Rural Residential Exception 11 (RR-11)' to 'Rural Residential Exception 13 (RR-13)'.

This by-law shall come into force upon third reading and being finally passed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF MARCH, 2020.

# Schedule A



1681 DIVISION RD N (CTY RD 29)
PT LOT 1, CON 1, WD, 12R 24704, PARTS 1 & 3

ZBA/01/20



Schedule "A", Map 58 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part Lot 1, Concession 1, Western Division, 12R24704 Parts 1 & 3, and locally known as 1681 Division Road North (County Road 29) as shown on Schedule 'A' cross-hatched attached hereto from 'Rural Residential Exception 11 (RR-11)' to 'Rural Residential Exception 13 (RR-13)'.



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/02/2020

(Section 36 of the Planning Act, R.S.O. 1990, C.P. 13)

OWNER: Cottam Solar Limited

LOCATION OF PROPERTY: Lots 1 to 42, Plan 12M 392 & Parts 1 to 7 RP 12R 14958

**TAKE NOTICE** that the Council for the Corporation of the Town of Kingsville intends to pass a by-law on **March 9, 2020** to remove the holding symbol on a portion of the property described above in the Town of Kingsville (see attached plan). 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 subject property to which it applies shown on Map 7, Schedule "A" to Comprehensive Zoning By-law 1-2014, as amended. The property has an approved plan of subdivision and development agreement from 1996 however has remained undeveloped. Removal of the holding on the property is subject to submission of an acceptable development agreement and access to sanitary sewer capacity. An updated development agreement has been completed and partial sanitary sewer capacity is available with the balance projected for completion in 2020.

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

WHEN: March 9, 2020 (deferred from Feb 24<sup>th</sup>)
WHERE: Town of Kingsville Municipal Building

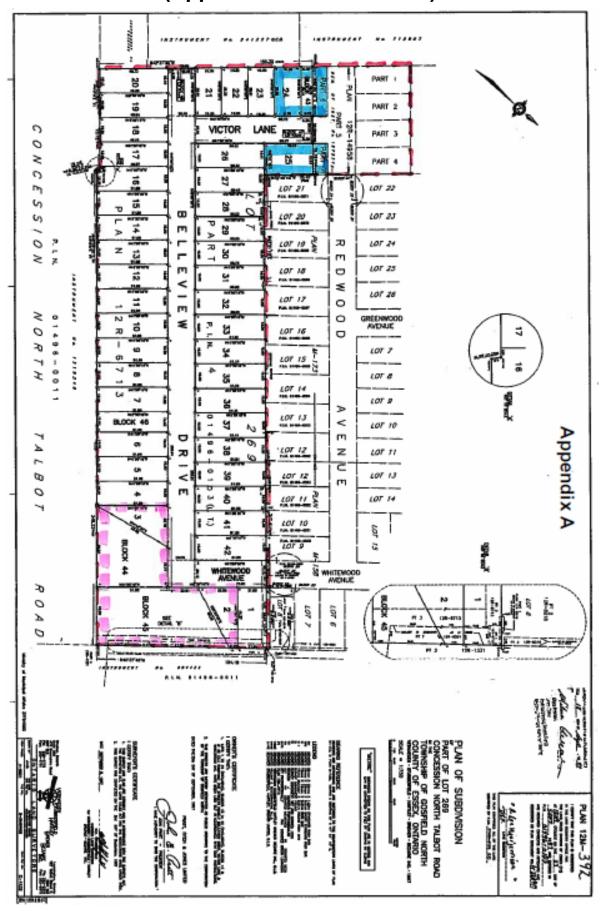
**TIME:** 7:00 p.m.

If you have comments on this application, they may be forwarded by phone, email, or 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 27th day of February, 2020

# KEY MAP- ZBA/02/2020 (Approved Plan circa 1996)





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

Date: February 6, 2020

To: Mayor and Council

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

Manager, Planning Services

RE: Application for Removal of the H-Holding Symbol ZBA/02/2020

and Development Agreement by

**Cottam Solar Limited** 

Lots 1 to 42, Block 44 to 48, Plan 12M 392 and

Parts 1 to 7 RP 12R 14958

Belleview Drive, Victor Lane & Whitewood Ave.

Report No.: PS 2020-007

#### AIM

To provide the Mayor and Council with details on the requested removal of the H-Holding symbol and updated development agreement for residential lands located in the community of Cottam.

#### **BACKGROUND**

The subject lands are a continuation of residential development to the southeast of the existing subdivision along Redwood Ave. The new development is referred to as the Woodridge Estates subdivision. The lands cover approximately 6 ha (15 ac.) and were approved in 1996 for the development of a total of 46 lots for single detached dwelling. (Appendix A) At that time the approval of subdivisions was still under the jurisdiction of the Province. A development agreement was prepared and enter into with the owner at the time however, a number of items that were to be completed were not and the development did not proceed.

After amalgamation there was a sanitary servicing project that was undertaken to upgrade the existing lagoon system in Cottam. This project was presented as two phases at the time. Property owners with development potential or approved lots could participate in phase one which involved the payment of 50% of the local improvement or could defer until phase two. Participation at phase 1 guaranteed future sanitary sewer access (capacity) to develop, phase 2 participation would mean that the property owner would

have to wait until further expansion of the system was completed. The own of the subject lands opted for phase 2 and as such did not have sanitary sewer capacity to develop.

As noted a development agreement for the subject lands was prepared and signed in 1996 at the time of the initial approval. Given the age of the agreement, change in ownership and political structure from Gosfield North to Kingsville and updating to the general development standards it was suggested, and the developer agreed, to the preparation of a new agreement. (Appendix B) The principles of the original continued to be honored in the up-dated version but does incorporate current agreement language and standards such as storm water management, street design, signage and lighting. One notable item that was added to the agreement will help the Town to make accommodations for a joint storm water outlet for use of the lands to southeast once development on those lands is ready to proceed.

#### DISCUSSION

The subject lands were recently sold to a different developer who has unused sanitary sewer capacity on lands that are not currently proposed for development. As such the Town and developer have been in discussion to redraft a new up-to-date development agreement in order to move forward. A satisfactory storm water management plan has been completed and servicing details are being finalized and co-oriented to work with future development lands to the southwest. With this in mind the developer is asking for removal of the H-Holding provision on the lands. The development will open an inventory of much needed lots. Currently the Cottam area has less than five vacant, buildable parcels available.

# 1) Provincial Policy Statement (PPS), 2014:

There are not issues of Provincial significance raised by the requested removal of the (h) Holding symbol.

# 2) County of Essex Official Plan

There are no issues of County significance raised by the application as the lands are within the settlement area of Cottam.

# 3) Town of Kingsville Official Plan

The subject property is designated 'Residential' and complies with the policies outlined under Section 3.6 Residential. The development will be low-density single detached dwellings. Lot area will range from 650 to 920 sq. m (7,000 to 9,900 sq. ft.) with frontages of 18 m (59 ft.).

# 4) Comprehensive Zoning By-law - Town of Kingsville

The subject property is zoned 'Residential Zone 2 Rural/Urban - holding, '(R2.2(h))'. The H-Holding provision is typically in place on lands that require one or more approvals or requirements to be completed prior to moving forward with development. In this case the parcel did have an existing development agreement in place but lacked sanitary sewer capacity. The current owner is transferring capacity from 20 lots located at the end of

Veriena Blvd. in Cottam to accommodate the first phase of development on the subject lands. Upgrades to the sanitary lagoon system were approved as part of the 2020 budget and should be completed within a year to provide capacity for the remaining Phase 2 lands.

#### LINK TO STRATEGIC PLAN

Manage residential growth through sustainable planning.

#### FINANCIAL CONSIDERATIONS

There will be an increase in assessment once development starts. Both development changes and building permit fees will be collected at the time of construction of new dwellings.

#### CONSULTATIONS

## **Agency and Administration**

Applicable agencies and Town Administration were circulated for comment.

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	ERCA will be circulated as part of the final approval of the storm water management and outletting. Additional comment was not required as part of the H-Holding removal.
Town of Kingsville Management Team	The proposed development agreement has been reviewed and includes all required provisions applicable to the development

#### **Public Consultation**

A notice of intention was circulated to the neighbouring lands owners for information purposes as per the Planning Act. Comment was received from a neighbour on Redwood Ave. regarding future drainage flow and outletting between the existing lots and the new development.

Comment: The servicing details for Redwood Ave. were reviewed with Municipal Services. The design from 1979 did show that rear yard storm drains were a requirement and were the responsibility of the builders of the day. Unfortunately, over time modifications made to properties have often impacted on these drains leading to overland flow onto neighbouring property. The new development will require lot grading plans and confirmation of the installation of rear yard drains. Any overland flow from the existing lots onto the subject lands will be the responsibility of the affected landowner to correct. The Town may be able to provide confirmation of a storm drain connection if required.

#### RECOMMENDATION

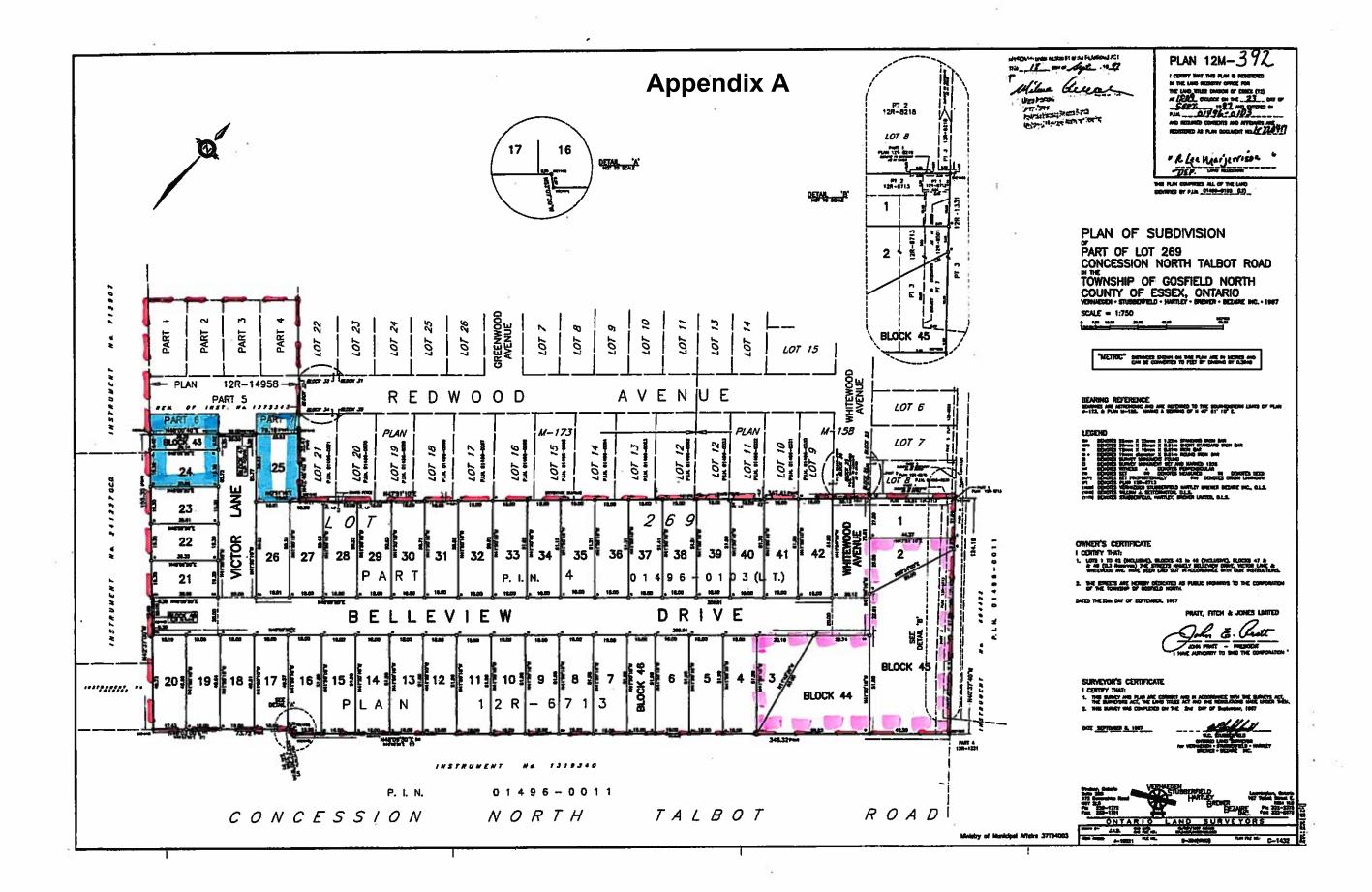
It is recommended that:

Council approve zoning by-law amendment application ZBA/02/2020 to remove the H-Holding provision from the subject lands in order to permit development to proceed and adopt the implementing by-law, and

Council authorize the Mayor and Clerk to execute the development agreement between Cottam Solar Ltd. (Woodridge Estates Subdivision) in the community of Cottam for a 46 lot residential subdivision and direct administration to have the agreement registered on title.

Robert Brown

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





# DEVELOPMENT AGREEMENT (Cottam Solar Limited - Plan of Subdivision)

THIS AGREEMENT made (in triplicate) this 9th day of March, 2020.

#### **BETWEEN:**

# THE CORPORATION OF THE TOWN OF KINGSVILLE,

hereinafter called the "Town",

OF THE FIRST PART

-and-

### **COTTAM SOLAR LIMITED,**

hereinafter called the "Owner",

#### OF THE SECOND PART

**WHEREAS** the Owner warrants that it is the Owner of Part of Lot 269, Concession North Talbot Road and further described as Lots 1 to 42 and Blocks 43, 44, 45 and 46 Plan 12M 392 and Parts 1 to 7, Registered Plan 12R14958 formerly in the Township of Gosfield North now in the Town of Kingsville, County of Essex, Ontario and hereinafter referred to as the "subject lands";

**AND WHEREAS** the subject lands are more particularly described in the legal description contained within Schedule "A" attached hereto and forming part of this Agreement;

**AND WHEREAS** the development consists of 46 single detached dwellings as depicted on Schedule "B" attached hereto and forming part of this Agreement;

**AND WHEREAS** the Owner agrees and covenants that all development of the subject lands shall be in accordance with the terms of this Agreement;

**AND WHEREAS** the Town has certain design criteria which the Owner's construction and installation of services must comply with or exceed, which design criteria are contained in the Town's Development Standards' Manual (the 'Development Manual'), as amended from time to time, this Agreement and the approved engineering drawings;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the aforesaid premises and in consideration of the sum of five (\$5.00) Dollars now paid by the Owner to the Town, the receipt whereof is hereby expressly acknowledged, the parties hereto covenant and agree one with the other as follows:

# 1. SCHEDULES ATTACHED:

SCHEDULE 'A' - Legal Description

SCHEDULE 'B' - Plan of Subdivision and Site Services Plans

(prepared by Dillon Consulting, signed and dated December 12, 2019

20

SCHEDULE 'C' - Municipal Services Requirements

SCHEDULE 'D' - Phasing Plan

SCHEDULE 'E' - Dillon Consulting Limited - Cost of Sharing of Stormwater

**Management Infrastructure** 

SCHEDULE 'F' - Best Efforts Undertaking

SCHEDULE 'G' - Commitment Letter

Large format plans, attached hereto as schedules and forming part of this Agreement, are available in the Development Services Department for the Town of Kingsville, 2021 Division Rd. in the Town of Kingsville and are available for review during regular business hours.

#### 2. **DEFINITIONS**

- 2.1 'Development Manual' refers to the Town of Kingsville's Development Manual, as amended from time to time, and in force and effect at time of construction.
- 2.2 'The Planning Act' refers to the Planning Act, R.S.O. 1990, c.P. 13 as amended from time to time.
- 2.3 'The Authority' refers to the Essex Region Conservation Authority (ERCA) having jurisdiction over regulated lands.

# 3. Consulting Engineer

The Owner shall retain or employ, at the Owner's expense, an engineer registered by the Association of Professional Engineers of Ontario to perform the following:

- a) Design and submit to the Town, engineering drawings of all services required under this Agreement;
- b) Prepare any contracts necessary for the construction of all services required under this Agreement;
- c) Forward requisite documentation to obtain from municipal, provincial and federal authorities any approvals necessary for all services required under this Agreement;
- d) Submit to the Town, prior to the commencement of any construction, A report showing existing elevations and the proposed method of drainage of the lands served by all services required under this Agreement;
- e) Arrange for all survey and layout work required for the construction for all services required under this Agreement;
- f) Maintain all records of construction of all services required under this Agreement;
- g) Submit to the Town all required record drawings of all details, elevations and drawing of all services required under this Agreement;
- h) Be responsible for the coordination of all services required under this Agreement; and
- i) Visit the site of the said works as requested by the Town for any reasons related to all services required under this Agreement;

all in accordance with the Development Manual that is in force and effect at the date of construction.

# 4. Town's Review and Inspection Services

- 4.1 The Town, at its option, may retain a professional engineer and/or inspector in the Province of Ontario for the purpose of:
  - a) Reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
  - b) Supervising the installation of the works required by this Agreement.

The fees, expenses and charges of such professional engineer and/or inspector shall be payable by the Owner to the Town upon demand. The engineer or inspector's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering or relevant inspecting profession for like work.

## 5. PHASES

- 5.1 The Owner agrees to development of the subject lands in accordance with the following and in compliance with the Plan attached hereto as Schedule 'D':
  - Phase 1 Lots 1 to 12, 31 to 42, inclusive and Block 44, 45 and 46, Whitewood Avenue extension and part of Belleview Drive.

- Phase 2 Lots 13 to 18, 22-30 inclusive and Parts 3, 4 and 7, inclusive, part of Belleview Drive and Victor Lane.
- Phase 3 Lots 19 to 21, inclusive and Block 43 and Parts 1, 2 and 6, inclusive and Redwood Avenue extension.
- 5.2 The Owner shall, at its sole expense and to the Town's satisfaction, submit all necessary site servicing plans, design plans and drawings, securities and any other fees, and any other requirement deemed necessary for the approval by the Town prior to the initiation of each of the phases.

#### 6. REQUIRED SERVICES AND FACILITIES

- 6.1 The Owner shall, at its sole expense and to the Town's satisfaction, supply, construct and install all services and facilities required for this development including but not limited to storm sewers, lot grading, driveway approaches, road boulevards, roadways, road bridge culvert sidewalks, storm water management facilities, hydro services, watermains and street lighting in accordance with the manner, location and design shown in the engineering drawings specific to this development, approved by the Town and in accordance with the terms of this Agreement and the Development Manual current at the time of construction, including any specific detailed requirements contained within Schedule B and C of this Agreement.
- 6.2 Any upgrades and connections to existing municipal services required as a result of this development shall be paid for by the Owner. No work shall be commenced until the engineering drawings have been approved by all requisite government authorities and the Town. Before the Town will issue its approval, it requires the filing of all required government approvals.
- 6.3 Services shall be designed and installed in accordance with:
  - a) Sound engineering practices;
  - b) The Town's standards as described in its Development Manual and installed in compliance with the Development Manual standards in force and effect at the date of installation;
  - b) The criteria established by any governmental utilities having jurisdiction, including but not limited to Hydro One, the Ministry of Environment Conservation and Parks (MECP), the County of Essex, the Ministry of Natural Resources and Forestry (MNRF), the criteria established in this Agreement.
- 6.4 The Owner agrees to landscape Block "44 & 45" (Storm water Detention Pond) in co-operation with, and to the satisfaction of the Town and at the Owner's expense.

# 6.5 Oversizing cost:

- a) In addition to supporting the stormwater needs of the subject lands, the Town requires the Owner to develop a stormwater management solution to adequately support the proposed future development of lands located west of the subject lands (the 'Neighbouring Development'), to the satisfaction of the Town.
- b) Attached as Schedule "E" is a letter and summary of flows and volume necessary to support same, as advised by the Owner's engineer. As a result of the Town's requirements in provision 6.5(a), it is acknowledged by the Owner and by the Town that the Owner will incur additional costs to develop the aforementioned stormwater works to support the proposed future development of the Neighbouring Development ('Additional Costs'). Proof of Additional Costs may be established by way of the Owner providing invoices in connection with same to the Town.
- c) The Town will provide the Owner with a 'best efforts undertaking' in the form attached as Schedule "F" in connection with same, in order to recuperate the Additional Costs incurred by the Owner, which shall be

collected by the Town, from the developer of the proposed future development of the Neighbouring Development [or said developer's successor(s) and permitted assign(s)], and subsequently provided to the Owner.

d) The Town requires, and the Owner shall provide, a commitment letter in the form attached as Schedule 'G', indicating that in the event that the development of the Neighbouring Development is obstructed as a result of the Owner not fulfilling the requirements as set out in section 6.5 herein, that the Owner will agree to enter into an agreement, on a good faith basis, agreeable to all parties, with the purpose of allowing access to the subject lands by the principals and agents of the Neighbouring Development to complete the aforementioned stormwater works, relying upon those cost sharing figures provided by the Owner's engineer, as established in the letter attached as Schedule 'E' to this Agreement.

#### 7. SANITARY SEWAGE TREATMENT AND POTABLE WATER SUPPLY

- 7.1 The Town agrees to provide potable water supply to 46 single detached residential lots and sanitary sewage treatment to 23 single detached residential lots within the Woodridge Estates Residential Development. Sanitary sewage treatment will only be provided to the lots designated as Phase I in the attached Phasing Plan (see Schedule 'D') once unreserved capacity is available in the Cottam Sewage Lagoon system.
- 7.2 The Owner agrees to construct all water supply and sanitary sewage systems and connect each property at the Owners expense and to the satisfaction of the Town.

#### 8. Conservation Authority Requirements

- 8.1 The Owner agrees that no construction or placing of fill on the site shall take place prior to obtaining a permit from the Essex Region Conservation Authority (the Authority) where the subject property is within an area regulated by the Authority. The Owner shall flood proof the lands to a minimum elevation satisfactory to the Essex Region Conservation Authority.
- 8.2 The Owner agrees to obtain all necessary permits and approvals from the Authority prior to any site works occurring on the lands.
- 8.3 The Owner shall finalize, to the satisfaction of the Town and the Essex Region Conservation Authority, the report entitled "Woodridge Estates Residential Development Storm Water Management Plan" as prepared by Dillon Consulting dated December 12, 2019, and install all storm water management measures identified in the final report as part of the development of the site.
- 8.4 The Owner agrees to construct all storm water management facilities and connect each property to storm water facilities and install associated services, as approved by the Authority and the Town, prior to any other site works and prior to lot grading and construction on any lands within the Plan.
- 8.5 The Owner agrees to provide as part of the storm water management plan for the development the proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction.

## 9. CONVEYANCES AND CONTRIBUTIONS

- 9.1 The Owner shall deed to the Town, for the use as public highways, all road allowances shown on the Plan as Belleview Drive, Victor Lane and Whitewood Avenue and Redwood Avenue road extensions,. The transfer shall be gratuitous.
- 9.2 One-foot reserves at the end of Belleview Drive and Victor Lane shall be conveyed to the Town. The transfer shall be gratuitous.
- 9.3 The Owner shall deed as follows:

i) Lots 2 and 3 and Blocks 44 and 45 for the storm water retention pond;

The transfers shall be gratuitous.

9.4 The Owner shall convey to the Town, or the appropriate authority, upon demand, without cost and free of encumbrance, any and all easements as may be required by the Town, the applicable hydro authority, Bell Canada including an easement for switching equipment, Cable T.V., Union Gas and/or any other applicable utility. Such easements may be through, over or under the lands in the proposed subdivision internal thereto and may be required for drainage purposes, sewers, hydro, water mains, telephone or any other purpose as deemed necessary. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the Plan requires relocation or revisions to existing utility easements or facilities, these shall be made at the option of the applicable utility, and at the expense of the Owner.

#### 10. PARKLAND DEDICATION

10.1 The Owner is required to pay cash-in-lieu of parkland calculated in accordance with the Planning Act, R.S.O. 1990, c.P. 13, Subsection 42 in the amount of \$1,500.00 per lot and due at the time of building permit issuance.

#### 11. DEVELOPMENT CHARGES

- 11.1 The Owner is required to pay Development Charges in accordance with the Town's Development Charges By-law.
- 11.2 The Owner further agrees to insert in all offers of sale and purchase the following clause:

"NOTE:

The Corporation of the Town of Kingsville has entered into a Development Agreement regarding the subject lands whereby the Owner of the subject land is required to pay the applicable Development Charges in accordance with, the Town's Development Charges By-law, as amended or replaced, and such charges are required to be calculated and paid at the time of building permit issuance."

- 11.3 The Owner or any other person, upon making application to the Town for a building permit for the erection of a building or buildings on the subject lands shall pay to the Town such development charges in accordance with the by-laws and policies in force at the time of application of the building permit.
- 11.4 The Owner undertakes and agrees to provide that all Offers of Purchase and Sale include information that satisfies subsection 59(4) of the Development Charges Act which requires that a Development Charge be:
  - Adjusted to the date of payment, with respect to water supply services, storm drainage services, transportation services and electrical power or energy services shall be calculated and payable at the time of building permit issuance;
  - b) Adjusted to the date of payment, with respect to general government services, fire protection services, police protection services, parks and recreation services, library services and health services, shall be collected prior to the issuance of a building permit based on the type of dwelling unit described in the building permit application;
  - c) In force at the time, for Education or Upper Tier purposes, shall be collected by the Town, at the rate of the day, upon the issuance of a building permit and forwarded to the appropriate body.

# 12. PLANNING DOCUMENTS

The Owner agrees to conform to and comply with all requirements of the Official Plan and Zoning By-law that pertain to the subject lands.

## 13. TENDERS

In the event that the Owner shall call for tenders for any of the work herein required, such tenders shall be called on the basis of the specifications prescribed in this Agreement and the Development Manual. The Owner shall provide the Town with a copy of the accepted tender and an executed copy of the contract let to each successful tenderer for any such work upon request. The amounts of the accepted tenders will be used as the basis to determine the required securities. When construction is to be completed by the Owner, the cost shall be estimated by the Owner's engineer and shall be approved by the Town.

# 14. Performance Securities

- 14.1 So as to assure the performance by the Owner of the terms and provisions of this Agreement, the Owner shall deposit with the Town securities in accordance with the Development Manual and this Agreement and to the satisfaction of the Director of Municipal Services for the Town in the amount of 50% of the awarded tender price for all services for the plan, to be deposited with the Town prior to the initiation of the installation of any services. Securities shall be provided as cash, an irrevocable Letter of Credit or a Subdivision Bond, each of which must be in a form satisfactory to the Town.
- 14.2 It is the intent herein that if the Owner shall fail in the performance of the terms and conditions of this Agreement, the Town shall be entitled to realize on the securities that have been deposited with respect to this Agreement in order to fulfill those terms and conditions in respect of which the Owner is in default.
- 14.3 It is also the intent herein that if the Owner fails in the performance of any of the terms and conditions of this Agreement, the Town at its option, may refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with the Town requirements and this Agreement, may have been entitled to receive. The Town may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until the Town is satisfied that any default in question shall have been remedied.
- 14.4 No performance security will be released until the Owner has filed a maintenance security in accordance with the Development Manual and this Agreement.
- 14.5 The refund of any monies paid by the Owner pursuant to this Agreement shall be at the sole discretion of the Corporation, but under no circumstances will interest be paid on any refund.

### 15. INDEMNITY AND INSURANCE

Until the Owner receives final acceptance of the works from the Town, the Owner agrees to indemnify and save the Town harmless from and against all actions, claims loss, damage and liability connected with the installation and maintenance of said works. The Owner shall also maintain insurance in accordance with the requirements of the Development Manual.

#### 16. ACCEPTANCE OF WORK

The Town will accept the works required by this Agreement in the manner described in the Development Manual.

# 17. MAINTENANCE SECURITIES

The Owner agrees to deposit Maintenance Securities in the manner described in the Development Manual.

# 18. BUILDING PERMITS

The Owner acknowledges that building permits for the construction of dwelling units shall not be issued until such time as the requirements for issuing building permits established in the Development Manual are satisfied.

#### 19. MODEL HOMES

The Town agrees to allow the construction of not more than 3 model homes in Phase I of development and not more than 10% per Phase of development thereafter, in accordance with the requirements pertaining to model home construction contained in the Development Manual.

#### 20. Costs

The Owner shall pay to the Town all costs for engineering, planning and legal services incurred by the Town with respect to services in connection with the proposed development and/or the preparation and administration of this Agreement within thirty (30) days of notification thereof by the Town.

#### 21. SUBDIVISION TREES

21.1 The Owner agrees to pay cash-in-lieu of tree planting in the applicable amount at the time of development per property and due at the time of registration of each phase of development.

# 22. APPLICABLE LAWS

- 22.1 Notwithstanding the issuance of a building permit, the Owner shall continue to be responsible for complying with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the Occupational Health and Safety Act, the Environmental Protection Act and the Ontario Water Resources Act and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the Occupational Health and Safety Act and Regulations as applicable, and any obligation to obtain any approval, permit, or clearance required under the Environmental Protection Act or the Ontario Water Resources Act or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- 22.2 The Owner shall cause to be done or refrain from doing any act or thing as directed by the Town if at any time, the Town considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws as set out above. If the Owner fails to comply with such direction, the Town may take action to remedy the situation at the expense of the Owner and in this regard, the Town also shall be entitled to draw upon any security filed by the Owner under this Agreement.
- 22.3 The Owner covenants and agrees to indemnify and save completely harmless the Town and its agents, contractors and employees from all actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the Owner's failure to comply with the foregoing statutes, laws, by-laws, regulations, ordinances, orders, policies and requirements.

# 23. POSTPONEMENT AND SUBORDINATION

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers as may be deemed necessary by the Town to postpone and subordinate their interest in the subject lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrancers their interest in the subject lands.

# 24. ENFORCEMENT

The Owner acknowledges that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Sections 444-446 of the Municipal Act, S.O. 2001, c.25 as amended.

#### 25. GENERAL

- 25.1 The Owner agrees to make the necessary arrangements with Canada Post and the Town (Municipal Services) for the provision of suitable mail delivery methods which may include the installation of Canada Post Community Mailboxes and that such will be installed at the sole cost and expense of the owner.
- 25.2 The Owner agrees that should deeply buried archaeological material be found during the construction, The Ministry of Tourism, Culture & Sport shall be immediately notified.
- 25.3 The Owner agrees that in the event that human remains are encountered during construction, the proponent shall immediately contact the Ministry of Tourism, Culture and Sport, the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services as well as the local police and coroner.
- 25.4 The Owner agrees to provide for approval to the Town a street lighting plan to be designed in compliance with the Development Manual prior to the installation of services.
- 25.5 The Owner agrees to install and implement all features of the approved lighting plan as approved by the Town.
- 25.6 The Owner agrees to design, install and maintain a subdivision sign, of a size, location, ease of access and quality satisfactory to the Town, at the entrance of the development showing the following:
  - i) Street layout
  - ii) Street names if determined
  - iii) Lot pattern
  - iv) Storm water pond location
  - v) Pump or lift station location(s)
  - vi) Community Mail box location(s)
  - vii) Housing type (singles, semis, townhouses)
  - viii) Phasing (if applicable)
  - ix) Park location (if applicable)
  - x) Sidewalk location(s)
  - xi) Multi-use path(s)
  - xii) Contact information including websites
- 25.7 The Owner's engineer shall be responsible for coordinating the installation of all services, in conjunction with the Town's Director of Municipal Services.
- 25.8 The Owner shall repair forthwith, at its own expense, any damage done by its servants, agents, contractors or subcontractors to any land, roadways or property of the Town resulting from faulty materials or poor quality workmanship, up to and including the final acceptance of the works by the Town.
- 25.9 The Owner shall forthwith pay to the Town all tax arrears and current taxes due and unpaid charged against the subject lands up to the date hereof and the execution of this Agreement. In addition, the Owner shall pay to the Town all current taxes due at any time hereafter while the subject property is in development and the Owner is the owner of the lands or any part thereof. The Town shall be entitled to refuse any building permits in the event that there are any arrears in taxes with respect to any of the building lots in the development at the time of application for any building permit.
- 25.10 The Owner shall keep the lands in a state of good repair (including snow plowing up to the conclusion of the maintenance period) and upon written notice from the Town, shall correct deficiencies in the state of repair arising from poor quality workmanship or materials within ten (10) days thereof. The Town, at its option, reserves the right to enter the subject lands and correct any deficiencies at the Owner's expense.
- 25.11 The Owner shall keep all vacant lands maintained as follows:

- i) cropped or;
- ii) graded, seeded with grassed and mowed no less than bi-weekly or:
- iii) graded with proper weed control;
- iv) free of all garbage, debris and construction waste

Stockpiling of any material shall be limited to soil from the subject lands and must maintain a setback from any existing residential development of 30 m (100 ft.). Stockpiles will be limited in height to 4.5 m (15 ft.) and maintained similar to that of the vacant lands. Any long-term (greater than 6 months) stockpiles subject to wind or water erosion shall be maintained with a grass cover to prevent such erosion.

- 25.12 This Agreement shall be registered against the subject lands described herein. It is understood and agreed that the Town, at the request of the Owner, may release specific lots from the conditions of this Agreement if the Owner or its assignee has fulfilled all obligations hereunder with respect to such lots.
- 25.13 Any topsoil removed from the subject lands during grading operations shall be stockpiled on the subject lands in areas compatible for the reception of same and the Owner covenants and agrees that it will not remove or permit any other person to remove such topsoil from the boundaries of the subject lands up to the end of the maintenance period without the approval of the Town.
- 25.14 The Owner shall request from the Town allocation of municipal street numbers and hereby agrees to inform any purchaser of a lot from the Owner of the correct municipal street number as so allocated. The Owner further covenants and agrees to inform, in writing, any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.
- 25.15 In the event of any testing of services to determine their acceptability to the Town, a certificate of any registered professional engineer designated by the Town as to the sufficiency of such test shall be deemed satisfactory to warrant acceptance thereof by the Town. The Town Council, at its sole discretion, may however, rely upon the like certificate by the Owner's engineer.
- 25.16 This Agreement shall enure to the benefit of and be binding upon the Town and the Owner, their respective successors and permitted assigns.
- 25.17 This Agreement and everything contained herein is in force and effect for the five-year term and will require an application by the Owner and the consent of the Town to extend this Agreement beyond February 23, 2025.
- 25.18 In the event that this Agreement is not extended as contemplated by section 25.17 and the Owner fails to observe, perform or fulfill any of the terms and conditions of this Agreement or neglects to proceed with the construction of the works or services required for the subject lands within five years from this Agreement or in the event that the work and services are not constructed or located in the manner provided for in the engineering drawings and other drawings or in accordance with the specifications approved by the Town, then upon the Municipal Clerk giving fourteen (14) days notice by prepaid registered mail to the Owner with respect thereto, the Town may, but need not, without further notice enter upon the subject lands and proceed to supply all materials and do all necessary works (including the repair or reconstruction of faulty work and the replacement of defective materials not in accordance with the specifications or the drawings) and to charge the cost thereof together with the requisite fees for any engineering and administration to the Owner who shall forthwith pay the same on demand. If the Owner shall fail to pay the cost thereof within fifteen (15) days of demand, the Town shall be at liberty to recoup its costs by recovering the same by realizing on the Performance Securities deposited by the Owner without requiring the consent of the Owner before taking action in that connection. Any entry upon the subject lands by the Town for this purpose shall not be deemed for any purpose of this Agreement or for any purpose whatsoever as an acceptance of or an assumption of the service or works by the Town. The rights set forth herein are in addition to any other rights the Town may have in pursuance of this Agreement or at law or in equity.

25.19 Any notice to be given by the Town to the Owner, or by the Owner to the Town, shall be sufficiently given if made in writing and delivered personally or addressed in accordance with the addresses listed below and forwarded by prepaid registered mail and in the event of registered mail, upon the fifth day next following the date of deposit of such notice in a government post office.

Town Owner

CLERK, TOWN OF KINGSVILLE, 2021 DIVISION ROAD NORTH, Kingsville, Ontario N9Y 2Y9 Phone:(519) 733-2305 COTTAM SOLAR LIMITED 28 JOANEY LANE COTTAM, Ontario NOR 1B0 ATTN: GARY TAVEIRNE PHONE:(519) 791-1856

- 25.20 The Owner shall immediately advise the Town and the Ministry of the Environment should waste materials or contaminants be discovered during the development of the subject lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the Environmental Protection Act, as amended from time to time, if required by the Minister of the Environment.
- 25.21 Time shall be of the essence in respect of this Agreement. No default shall be deemed to have occurred in the event that the Owner is not able to meet its obligations hereunder due to war, riot, hurricanes, tornadoes or other acts of God, strikes and work interruptions, or civil disobedience, provided that the Owner continues to meet its obligations hereunder as soon as possible after the cessation of such event.
- 25.22 The Owner and the Town agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement, shall remain valid and not terminate thereby.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF** the Owner and the Town have respectively hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf this 9<sup>th</sup> day of March, 2020.

# SIGNED, SEALED & DELIVERED

	COTTAM SOLAR LIMITED
WITNESS	GARY TAVEIRNE, PRESIDENT I HAVE THE AUTHORITY TO BIND THE CORPORATION
	THE CORPORATION OF THE TOWN OF KINGSVILLE
	NELSON SANTOS, MAYOR
	JENNIFER ASTROLOGO, CLERK

# SCHEDULE 'A' LEGAL DESCRIPTION

The lands subject to this Agreement and owned by **Cottam Solar Limited** are described as follows:

LOT 1, PLAN 12M392, GOSFIELD NORTH; S/T EASE OVER PT 7 PL 12R6501 AS SHOWN IN BROKEN OUTLINE PL 12M392 AS IN LT58552;

LOT 2, PLAN 12M392, GOSFIELD NORTH; S/T EASE OVER PT 7 PL 12R6501 AS SHOWN IN BROKEN OUTLINE PL 12M392 AS IN LT58552;

- LOT 3, PLAN 12M392, GOSFIELD NORTH;
- LOT 4, PLAN 12M392, GOSFIELD NORTH;
- LOT 5, PLAN 12M392, GOSFIELD NORTH;
- LOT 6, PLAN 12M392, GOSFIELD NORTH;
- LOT 7, PLAN 12M392, GOSFIELD NORTH;
- LOT 8, PLAN 12M392, GOSFIELD NORTH;
- LOT 9, PLAN 12M392, GOSFIELD NORTH;
- LOT 10, PLAN 12M392, GOSFIELD NORTH;
- LOT 11, PLAN 12M392, GOSFIELD NORTH;
- LOT 12, PLAN 12M392, GOSFIELD NORTH;
- LOT 13, PLAN 12M392, GOSFIELD NORTH;
- LOT 14, PLAN 12M392, GOSFIELD NORTH;
- LOT 15, PLAN 12M392, GOSFIELD NORTH;
- LOT 16, PLAN 12M392, GOSFIELD NORTH;
- LOT 17, PLAN 12M392, GOSFIELD NORTH;
- LOT 18, PLAN 12M392, GOSFIELD NORTH;
- LOT 19, PLAN 12M392, GOSFIELD NORTH;
- LOT 20, PLAN 12M392, GOSFIELD NORTH;
- LOT 21, PLAN 12M392, GOSFIELD NORTH;
- LOT 22, PLAN 12M392, GOSFIELD NORTH;
- LOT 23, PLAN 12M392, GOSFIELD NORTH;
- LOT 24, PLAN 12M392, GOSFIELD NORTH;
- LOT 25, PLAN 12M392, GOSFIELD NORTH;
- LOT 26, PLAN 12M392, GOSFIELD NORTH;
- LOT 27, PLAN 12M392, GOSFIELD NORTH;

LOT 28, PLAN 12M392, GOSFIELD NORTH;

LOT 29, PLAN 12M392, GOSFIELD NORTH;

LOT 30, PLAN 12M392, GOSFIELD NORTH;

LOT 31, PLAN 12M392, GOSFIELD NORTH;

LOT 32, PLAN 12M392, GOSFIELD NORTH;

LOT 33, PLAN 12M392, GOSFIELD NORTH;

LOT 34, PLAN 12M392, GOSFIELD NORTH;

LOT 35, PLAN 12M392, GOSFIELD NORTH;

LOT 36, PLAN 12M392, GOSFIELD NORTH;

LOT 37, PLAN 12M392, GOSFIELD NORTH;

LOT 38, PLAN 12M392, GOSFIELD NORTH;

LOT 39, PLAN 12M392, GOSFIELD NORTH;

LOT 40, PLAN 12M392, GOSFIELD NORTH;

LOT 41, PLAN 12M392, GOSFIELD NORTH;

LOT 42, PLAN 12M392, GOSFIELD NORTH;

BLOCK 43, PLAN 12M392, GOSFIELD NORTH;

BLOCK 44, PLAN 12M392, GOSFIELD NORTH;

BLOCK 45, PLAN 12M392, GOSFIELD NORTH; S/T EASE OVER PT 7 PL 12R6501 AS SHOWN IN BROKEN OUTLINE PL 12M392 AS IN LT58552;

BLOCK 46, PLAN 12M392, GOSFIELD NORTH;

PT LT 269 NTR GOSFIELD PT 1, 12R14958; KINGSVILLE;

PT LT 269 NTR GOSFIELD PT 3, 12R14958; KINGSVILLE;

PT LT 269 NTR GOSFIELD PT 4, 12R14958; KINGSVILLE;

PT LT 269 NTR GOSFIELD PT 5, 6 & 7, 12R14958; KINGSVILLE;

# SCHEDULE 'B' LOTTING PLAN AND SERVICING REQUIREMENTS

See attached.

#### SCHEDULE 'C'

#### **DETAILS REGARDING SPECIFIC MUNICIPAL REQUIREMENTS**

#### C.1 STORM WATER MANAGEMENT REQUIREMENTS

- C.1.1 The Owner agrees to provide and construct the stormwater management works in accordance with the site service drawings prepared by Dillon Consulting, dated December 12, 2019.
- C.1.2 The Owner agrees to have the storm water management facilities, stormceptor installed (if required) and connections completed prior to the installation of the site services for the plan of subdivision.
- C.1.3 The Owner agrees to provide to the Director of Municipal Services at the Town all required Ministry of Environment, Conservation and Parks and the Authority permits and approvals prior to the commencement of work.

#### C.1.4 The Owner shall:

- conduct regular inspections every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into this plan of subdivision and,
- b) Maintain an inspection log which shall be made available for review by the municipality and the Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the municipality or until site construction conditions warrant cessation of the visits.
- C.1.5 The Owner agrees to provide gratuitous and free from encumbrances, easements over lands required for constructing and maintaining the stormwater management system and the stormwater management works. Such easements shall be in such form and content as may be approved by the Town's Solicitor.
- C.1.6 The Owner agrees that the storm water management infrastructure is to be constructed and installed prior to the installation and construction of the site servicing for the Plan.

#### C.2 LOCAL SCHOOL BOARDS

#### C.2 1 The Owner agrees to:

- a) Consult with, and locate school bus pick-up zones or sidewalks to the satisfaction of the local school boards;
- b) Include the following clause in all offers to purchase, agreements of sale and purchase or lease:
  - "Purchasers/Lessees of this lot are advised that students may not be able to attend the closest elementary or secondary school and could be bused to a distant school with available capacity and that the present existence of such a school is not a guarantee of its future availability."
- c) Provide a hard surface pad to facilitate a bus stop connected with the required sidewalks and/or multi-use trail, designed and installed to the satisfaction of the Town;
- d) Locate and construct the subdivision mailbox in compliance with specifications and direction from Canada Post Corporation.

#### C.3 MUNICIPAL ROAD CONSTRUCTION

- C.3.1 The Owner agrees to construct all streets as depicted on the Plan, at its expense, and in accordance with the Town's Development Standards Manual.
- C.3.2 The Owner agrees to construct the extension of Whitewood Ave. from its current terminus to the beginning of and connected with Belleview Drive in accordance with the Town's Development Standards Manual.
- C.3.2 The Owner agrees to ensure that all newly constructed roadways are blocked from public access until such time as the roads have been accepted on maintenance by the Town.

#### C.4 CONSTRUCTION TRAFFIC

The Owner agrees that all construction traffic will use County Road 27 E and Whitewood Ave and the Owner will be responsible for any damages to this road. The replacement level for damages will be determined by the Director of Municipal Services and will be documented in the pre-construction minutes prior to the commencement of construction. The damages as aforesaid shall be paid by the Owner to the Town prior to the issuance of building permits for the development.

#### C.5 STREET LIGHTS

The Owner agrees to install sufficient streetlights to satisfy current RP-8 Guidelines, use of LED lighting in compliance with the Town of Kingsville Development Manual and in a location and design to the satisfaction of the Manager of Planning Services and the Director of Municipal Services for the Town.

## SCHEDULE 'D'

## **PHASING PLAN**

See attached.

### SCHEDULE 'E'

# DILLON CONSULTING LIMITED – COST OF SHARING OF STORMWATER MANAGEMENTS INFRASTRUCTURE

See attached.

#### SCHEDULE 'F'

#### FORM OF BEST EFFORTS UNDERTAKING

#### **BEST EFFORTS UNDERTAKING**

**TO:** Cottam Solar Limited (the "Owner")

AND TO: Ricci, Enns, Rollier & Setterington LLP

Solicitors for the Owner

RE: Oversizing Costs, pursuant to Provision 6.5 of a Development Agreement

between the Owner and the Corporation of the Town of Kingsville (the "Town")

dated the 9<sup>th</sup> day of March, 2020.

We hereby undertake to use our best efforts to recuperate the Additional Costs (as defined in the above-noted Development Agreement) incurred by the Owner, which shall be collected by the Town, from the developer of the proposed future development of lands located west of the subject lands [or said developer's successor(s) and permitted assign(s)], and subsequently provided to the Owner, within a reasonable time after collection by the Town.

DATED	at the day of	of l	_	ille, in , 2020	e County of Essex, in the Province of Ontario, this
					THE CORPORATION OF THE TOWN OF KINGSVILLE
					NAME: ROLE:

I HAVE AUTHORITY TO BIND THE CORPORATION.

#### SCHEDULE 'G'

#### FORM OF COMMITMENT LETTER

#### **COMMITMENT LETTER**

**TO:** The Corporation of the Town of Kingsville (the "Town")

RE: Oversizing Costs, pursuant to Provision 6.5 of a Development Agreement

between the Owner and the Corporation of the Town of Kingsville (the "Town")

dated the 9th day of March, 2020.

In the event that the development works contemplated in Section 6.5 of the Development Agreement are not completed in a timely manner, resulting in the obstruction of the development of the Neighbouring Development (as defined in the above-noted Development Agreement), Cottam Solar Limited is prepared to enter into an agreement with the developer of the Neighbouring Development [or said developer's successor(s) and permitted assign(s)], upon terms agreed by all parties, acting on a good faith basis, in connection the construction of the development works contemplated in Section 6.5 of the Development Agreement, to allow said developer to construct said works, and further allowing access to the subject lands for purposes of completion of same, relying upon those cost sharing figures provided by the Owner's engineer, as established in the letter attached as Schedule 'E' to the Development Agreement.

**COTTAM SOLAR LIMITED** 

GARY TAVEIRNE, PRESIDENT I HAVE THE AUTHORITY TO BIND THE CORPORATION.

# THE CORPORATION OF THE TOWN OF KINGSVILLE BY-LAW 19-2020

Being a by-law to amend By-law 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 structure 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;

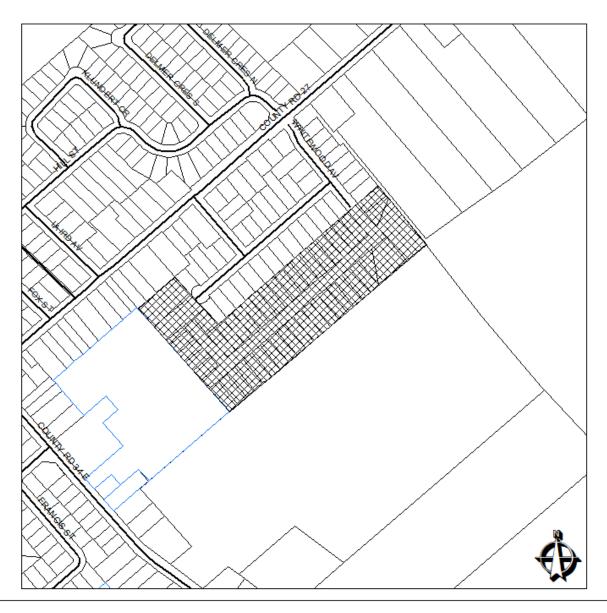
**AND WHEREAS** there is an Official Plan in effect in the Town of Kingsville an this By-law is deemed to be in conformity with the Town of Kingsville Official Plan:

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

- 1. Schedule "A", Map 7 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as Part of Lot 269, Concession North Talbot Road and further described as Lots 1 to 42 and Blocks 43 to 48 Plan 12M 392 and Parts 1 to 7, Registered Plan 12R 14958 as 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 effect from the date of passing by Council and shall come into force in accordance with Section 36 of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF MARCH, 2020.

# Schedule A



LOTS 1 to 42, BLOCKS 43 to 48, Meters PLAN 12M 392 PTS. 1 TO 7, RP 12R 14958 0 40 80 160 240 320 ZBA/02/2020



Schedule "A", Map 7 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)'.

Council

Mar 4 2020

Reference Public Meeting regarding Woodbridge Estates Subdivision Feb 24/2011

- 2015 Cottam Water Study mag of Cattan - Cottam Woods Subdivision renamed to Woodbridge Subdivision

Woodbridge Subdivision.

- Cottan Woods. Was now in South devolopment area 20 homes recently built - 2015 Water Study represented many, many non-existent homes.

- development areas North South East west.

- I took Water Study Map of 2015 to Ken Beinse.
- 30 yr employee Isslied Phone, yrs of dealing with maps of Cottam Bosfield M.
- Mr Dinset was lost so much new devolopm.
- Said I should bring this map to Council Larry's

- Nas Kengsville administration or other requested, mane change regarding Ottan Woods / Woodbridge Sudidivision prior preor to 2015?

Report with non existing devolopent.

- 2019 Watson Report based on Services

administration Low balled Cottam

base numbers. (USERS)

- 10 yr forecast makes us look pathetic

next 10 yrs.

Question Now does the difference represented between these 2 studies, actually kelp Planning do their job better? Watson Report 2019 · administration forecast regarding Catton foreeast 31 homes were estimated Cotton was fter 10 yrs our sustamer lease number is 574 - Feb 14/2011 last Public meeting involving Cottan Project Cysessment.
- lease number of 574 was proven to be incorrect Rategayers money is used to pay for Reports They should be based on Factual information 2012 meeting Council not receiving correct of accurate imformation (15500) first time brough Octions Kingsville took 2007 regarding Seway problems resulted in Waste back ups. We needed maintence we got a load of gravel forcing Waste into my Neighbore to the last & more Requested maintence through Freedown Act maintence back to 2005 start of Problems Much needed maintene May 2007 pumping Station's extremely lead condition ["Thomasion should of Rappen long before it did Registered Letter address to Kenzswille Cource dated May 13 2014 withheld from Cource

Former CAO told Council (former) sewage back ups were the result of Kids shutting clown premping Station for and time - Nevoloper, through builder materials in premping Station Well. - Registered letter contained information as to how their was incorrect tennaccure - actually impossible . 2007 - actions Kingoville took pransed leack ups. Cottan was made to look like broke pigs bad shape + no money when to menely in money 2 bank accounts remain to be real issues - Still Prouable. It We have been used & - Council has experts from Ministry of Exvironent Experts going to all three Sewage Facilities doing reports. Dewage is taking very serious Cottain Lagoons Mark Smith + Cll Peterson have done reports through Sauni Office Windson Office goes into Kengsville Lagoor every yr as Working Lagoons There is a Host of reasons why you should be recieving KLW Plant reports lone by MOE There is a number of essues with MOE reports, being withheld from Council. I am not against Nevolopment Live been questioning Mayor Santo's actions & Integrity

Designated liank Quount for Cottan Lagoon should of remained with Cottan Dewage

- existence of Quount Still providle

- We should of had a plant (sewing a) out this way.

Kengsville has Stiffiled Cottan Hosfuldy.

We have a hung problem Dewage money evolleded not storying yearne burge.

Council & Staff Mar 5 2020 Wotson Report & 10 yr Forcest.

Mumbers are not accurates.

Woodbridge Subdivision I'm Dorry for any assisty I may Cotual Sewage 10 yr forecast 31 homes bringing total to 597 not 574 Residential 566 (2018) 568 (2019) June 10 Mayor 13 were multi-residential commercial, Industrial Total User 579 (2018) 581 (2019) 5 orry Joan Wing (auncil raises on dulling for Sewage has been Resedential only. Is this more of the same residential Only. Joanne Ving



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

# NOTICE OF CONSIDERATION OF AMENDMENTS TO FEES AND CHARGES BY-LAW BUILDING SERVICES FEES BY-LAW WATER AND SEWAGE RATE BY-LAW

**TAKE NOTICE** that The Council of The Corporation of the Town of Kingsville will consider amendments to the following By-laws:

- Fees and Charges By-law 28-2019
- Building Services Fees By-law 29-2019
- Water and Sewage Rate By-law 34-2019

at its Regular Meeting to be held on:

Monday, March 9, 2020 at 7:00 p.m. at Kingsville Council Chambers, 2021 Division Road North, Kingsville

A Summary of the Proposed Amendments will be available online at <a href="https://www.kingsville.ca/fees">www.kingsville.ca/fees</a> or for pick-up at the Municipal Office Reception Counter on Friday, February 28th. Any written comments must be received by 12:00 noon on Wednesday, March 4, 2020. Comments which are made at the meeting become part of the public record which is available for anyone to view on the Town of Kingsville website.

DATED at Kingsville, this 13th day of February, 2020.

Ryan McLeod, Director of Financial Services The Corporation of the Town of Kingsville 2021 Division Road North Kingsville, Ontario N9Y 2Y9 www.kingsville.ca



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

**Date:** March 3, 2020

To: Mayor and Council

Author: Ryan McLeod, Director of Financial Services

RE: 2020 Fee By-law Amendments

Report No.: FS-2020-05

#### AIM

To provide Council with information relating to the proposed changes to the Fees and Charges By-law 28-2019 and the Building Code Fees and Charges by-law 29-2019.

#### **BACKGROUND**

In accordance with section 391 of the *Municipal Act, 2001* (the "*Act*"), the municipality is authorized to pass by-laws imposing fees or charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control.

Each year, Administration reviews the fees charged for various services and activities to ensure they remain appropriate.

#### DISCUSSION

The proposed changes to the Fees and Charges by-law 28-2019 and the Building Code Fees and Charges by-law 29-2019 are outlined in the attachments to this report. Any changes to the wording of the by-law, fee amounts or fee descriptions have been highlighted. Details on the more significant amendments are discussed below:

#### **Administrative Services**

#### **Code of Conduct Complaint Fee - \$100**

Administration is proposing a reduction of this fee from \$250 to \$100 to make it less cost prohibitive to residents. Council should note this fee is refundable upon recommendation of the Integrity Commissioner.

#### Council Meeting Recording - \$20 per meeting

In response to Council's request to make Council meeting recordings available to the public on a USB drive, Administration is proposing a \$20 fee. Council is advised that Administration is still investigating the storage constraints of the Town's recording system, and the period of time for which historical meetings will be available still needs to be determined.

#### Statement of Account / Tax Notices / Water Bills

Administration is proposing to reduce the fee to mail or email statements of account, copies of water bills and / or tax notices from \$17.50 to \$10.00. This reduction is in response to resident feedback and reflects the ability to more efficiently collect the fee through the Town's website.

#### **Animal Control**

#### **Dog Impound Fees**

On August 12, 2019, Council approved new reclaim fees which increase after each occurrence. The escalating fee structure was designed to discourage misuse of the impounding service.

#### **Recreation Services**

#### **Carnegie Rental Fees**

With the BIA under a separate rental agreement for the lower level of the Carnegie Building, Administration is recommending the removal of the special BIA member rate for the rental of the upper level.

#### **Instructional Rates**

Administration is recommending a \$75 per hour instructional rate for the Grovedale Arts and Culture Centre and a \$50 per hour rate for Lakeside Park Pavillion. The instructional rates for all other facilities is proposed to increase from \$27 per hour to \$30 per hour. Instructional rates are available to individuals or companies which offer programs or courses to the general public, either through pre-registration or drop in programs.

#### Ice Rental

In response to rising operating costs, Administration is proposing a \$4 per hour increase (approx. 2%) to the Adult – Prime and Minor Sport – Prime rental rates. Despite these increases, Kingsville will continue to offer one of the most affordable ice rentals in the County. The average cost of prime-time ice in Windsor and Essex County is currently \$202.

#### **Planning Services**

As part of a multi-year strategy to reduce the cost of Planning Services on the general tax levy, Administration is proposing a number of modest increases to various planning department fees. Refer to schedule A of the attached for details. In contemplation of these fees, consideration was given to the amount of time required to process an application as well as the rates imposed by neighbouring municipalities.

#### **Water / Sewer Services**

#### Turn-on / Turn-off fees

Administration is proposing an increase from \$25 to \$40 for the 'turn on' or 'turn off' of a private water service connection. This fee adjustment is based on a review of the actual time and equipment required to complete such requests.

#### **New Water Service Connections**

A modest increase in the cost of 3/4" and 1" water service connections is being proposed to ensure the full cost recovery of the contracting and material expenses associated with new water service installations.

#### <u>Indemnity Deposits and Penalties – Schedule B</u>

Municipal Services is proposing to increase the indemnity deposit collected on the issuance of building permits from \$1,000 to \$2,000. The increased fee will provide a greater incentive for builders to correct damages or deficiencies. A \$2,000 indemnity deposit is in line with the average deposit required in the County.

#### Reduced or No Fee - Schedule D

Based on a motion from Council in July of 2016, Discovery School-Based Childcare Program has been added to the 'No fee' schedule. This addition was missed in previous updates to the by-law.

#### **Building Fees – By-law 29-2019**

The Building Department is proposing a few amendments to their fees currently established in By-law 29-2019. The fee increases are required to keep pace with rising operating costs and to better align their fees with the cost of providing the service. The more significant changes are as follows:

#### **Residential Building Permits**

Management is recommending an increase to residential building permit fees from \$1.05 per square foot to \$1.10 per square foot. This would represent a \$100 increase on a 2,000 square foot home.

#### **Greenhouse Building Permits**

Management is recommending an increase to the Greenhouse permit fees from \$0.04 per square foot on the first 10 acres + \$0.01 per square foot on the balance to flat \$0.04 per square foot rate.

For illustrative purposes, the proposed increase would have the following impact on greenhouse permits:

Size of Greenhouse	Current Fee	Proposed Fee	Difference
10 Acres	\$17,424	\$17,424	\$ -
20 Acres	\$21,780	\$34,848	\$13,068
30 Acres	\$26,136	\$52,272	\$26,136

While management acknowledges the fee increase is significant for larger acreage developments, the increase is warranted based on the number of inspections required, the increasing complexity of these structure and the heightened litigation risk associated with high value construction.

#### **Cancellation Fees**

An increase in the cancellation fees for Part 3 commercial, industrial and agricultural properties from \$500 to \$750

#### LINK TO STRATEGIC PLAN

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

#### FINANCIAL CONSIDERATIONS

With the exception of Building and Water Department revenue, any revenue generated from user fees will reduce the amount of revenue required from general taxation, and therefore reduce property tax rates.

#### **CONSULTATIONS**

All departments were consulted for input on revisions to the Town's fees and charges bylaws.

Notice that this by-law was being considered by Council has been given to the public pursuant to the Town's Notice Policy and the proposed amendments were available for viewing on the Town website. As of the date of this report, no public feedback has been received.

#### RECOMMENDATION

That Council adopts By-law 24-2020, being a by-law to impose fees and charges; and that Council adopts By-law 25-2020, being a by-law to regulate permits issued under the Building Code Act, set fees, and establish a Code of Conduct for the Chief Building Official and Inspectors.

Ryan McLeod
Ryan McLeod, CPA, CA
Director of Financial Services

#### THE CORPORATION OF THE TOWN OF KINGSVILLE

### **DRAFT - BY-LAW 24-2020**

#### Being a by-law to impose fees and charges by The Corporation of the Town of Kingsville

**WHEREAS** section 391 of the *Municipal Act, 2001*, S.O. c. 25 (the "Act") authorizes a municipality to pass by-laws imposing fees or charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

and the costs included in a fee or charge may include costs incurred by a municipality related to administration, enforcement and the establishment, acquisition and replacement of capital assets.

**AND WHEREAS** subsection 398(1) of the Act provides that such fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality.

**AND WHEREAS** subsection 398(2) of the Act provides that the treasurer of a municipality may add fees and charges imposed by the municipality to the tax roll for any property for which all of the owners are responsible for paying the fees and charges and collect them in the same manner as municipal taxes.

**AND WHEREAS** subsection 69(1) of the *Planning Act*, R.S.O. 1990 c. P.13 provides that the council of a municipality, by by-law may establish fees for the processing of applications made in respect of planning matters (the "Application"), which fees shall be designed to meet only the anticipated cost to the municipality in respect of the processing the Application.

**AND WHEREAS** the Town deems it advisable to repeal By-law 28-2019 on the effective date of this by-law.

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

#### **Definitions**

1. In this By-law, the following words shall have the corresponding meaning:

"Indemnity Deposit" means a fee or charge paid to the Town to meet all or a portion of the cost and expenses of remediating or repairing any damage to Town property or infrastructure, including, but not limited to roads, sidewalks, curbing or paved boulevards, water or sewage works, caused as a result of the use of such property or infrastructure or as a result of the carrying on of construction or demolition or other works on adjacent property.

"Rental Deposit" means the fee or charge paid to the Town as partial payment toward the rental of Town owned facilities.

"Security Deposit" means a fee or charge paid to the Town to guarantee the due performance of certain obligations owing to the Town that the Town may draw upon in the event that such obligations are not performed in order to complete all outstanding works or matters and pay the costs and expenses incurred.

#### Fees and Charges

2. Subject to section 12 of this By-law, the fee or charges as provided for in Schedule "A" attached hereto and forming part of this By-law shall be imposed and charged for the services, activities and use of property as indicated in said Schedule "A".

#### **Rental Deposit**

- 3. A rental deposit of 50% of the entire rental amount shall be paid to the Town at the time of booking either Lakeside Park Pavilion or Grovedale Arts & Culture Centre. The balance of the rental amount shall be payable in accordance with the Town's policies and procedures, as may be amended from time to time. For clarity, the Town will honour the rental rates in effect when the deposit is received.
- 4. The rental deposit shall be forfeited in the event that the rental is cancelled within thirty (30) days of the scheduled event date.

### **Indemnity Deposits**

- 5. Indemnity Deposits as provided for in Schedule "B" attached hereto and forming part of this By-law shall be imposed and charged as indicated in said Schedule "B".
- 6. Following the use of the property or infrastructure or the completion of the construction or demolition in respect of which an Indemnity Deposit has been paid and, upon request of the person who paid the Indemnity Deposit to the Town, the Indemnity Deposit, less any costs and expenses of remediating or repairing any damage to Town property or infrastructure, shall be refunded by the Town.

#### **Security Deposits**

- 7. Security Deposits as provided for in Schedule "C" attached hereto and forming part of this By-law shall be imposed and charged as indicated in said Schedule "C".
- 8. Upon the performance of all obligations owing to the Town for which a Security Deposit has been paid and, upon request of the person who paid the Security Deposit to the Town, the Security Deposit, less any costs and expenses of completing any works or matters not performed, shall be refunded by the Town.

#### **Unclaimed Deposits**

9. Where an Indemnity Deposit and/or a Security Deposit has been paid to the Town and remains unclaimed for a period of seven years, the Treasurer of the Town may transfer to the general funds of the Town, any such Indemnity Deposit and/or Security Deposit against which no claim has been made, free of and from any and all claims whatsoever.

#### Reduced Fee or No Fee

- 10. Those persons and organizations identified in Column III of Schedule "D" attached hereto and forming part of this By-law shall be subject to the corresponding reduced fee or no fee identified in Column II for the use of those facilities identified in Column I.
- 11. Subject to availability, organizations under Column III are permitted two (2) free non-prime time rentals of Lakeside Park Pavilion each calendar year. Weekend rentals for these groups will be permitted, subject to availability, at a reduced rate of \$300.00 per day, with or without alcohol.

- 12. Column III organizations are not permitted to transfer entitlements under Schedule "D" to any other group, organization, entity or individual and such bookings must be used by the organization for a purpose benefiting the organization or the community at large.
- 13. Organizations under contract for use of sports fields or ice time shall have access to meeting rooms at no cost, subject to availability and managerial approval. These groups will be expected to set up and take down tables and chairs as required.

#### Repeal

- 14. By-law 28-2019 is hereby repealed effective March 31, 2020.
- 15. This by-law shall come into force on April 1, 2020.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF MARCH, 2020.

MAYOR, Nelson Santos

## SCHEDULE A

# FEES AND CHARGES

# NOTE: UNLESS OTHERWISE INDICATED, THE "CURRENT FEE" WILL REMAIN IN EFFECT

ADMINISTRATIVE SERVICES	Proposed Fee	Current Fee	
911 Sign and Post (with or without building)		\$60.00	
Accounts Receivable (accounts outstanding after 60 days following invoice date)		1.25%	per month
Administration fee			
<ul> <li>misdirected payment</li> </ul>		\$25.00	
- adding outstanding charges to tax roll		Ψ23.00	
- arrangements for weed cutting Advertising Hosting Fee		\$50.00	
By-law Appeal – Filing Fee		\$100.00	per appeal
Certified Copies of Municipal Documents		\$15.00	per document
Code of Conduct Complaint (refundable on	\$100.00	\$250.00	
recommendation of Integrity Commissioner)  Council Meeting Recording (including USB)	\$20.00		nor mooting
DVD/CD/USB (any copied document or documents)	φ20.00	new \$10.00	per meeting
Election Sign Removal		\$20.00	per sign
Fireworks Permit		\$100.00	
NSF cheque		\$25.00	
Map (Town)		\$30.00	
- PLUS -		\$3.00	per square foot
Marriage Solemnization			-
- during business hours		\$250.00	
- after business hours		\$350.00	
- PLUS - travel from and return to municipal	\$0.59	\$0.58	per kilometer
office	ф0.59		per kilometer
Merchandise and Apparel		Cost + 15%	
MYKingsville website advertising space  Notice of Registration of Death (Form 17)		\$85.00 \$10.00	per month
Noise Permit		\$50.00	
Non-Objection Letter (AGCO)		\$25.00	
Over the Road Banner		\$50.00	
Photocopies			
- on-site		\$0.50	per copy
- off-site		Cost	
Portable Signs		<b>***</b>	
- permit		\$65.00	
- removal		\$75.00	per hour
- storage		\$20.00	per day
- variance		\$65.00	
Property Information Report (PIR) - Standard (10 business days)		\$100.00	
- within 5 days, excluding holidays		\$200.00	
Property Report (for information not included in the		\$50.00	per department
PIR) Property File Document Retrieval		·	' '
		\$7.50	
- picked up at Town office	\$10.00	\$17.50	
- delivered by mail or email or email or email er fax Refund Charge	Ψ10.00	\$25.00	
Request for Fence Viewers		\$750.00	
Severance – property roll creation		\$100.00	
Signing of Document as a Commissioner for Taking			up to 3
Affidavits		\$15.00	documents, seniors exempt
Signing of Document as a Notary Public		\$50.00	up to 3 documents
Statement of Death (Form 15)		\$15.00	
Statement of Account			
- picked up at Town office		\$7.50	seniors exempt
<ul> <li>delivered by mail or email or email</li> </ul>	<b>\$10.00</b>	<mark>\$17.50</mark>	
Tax Certificate (includes outstanding water)		\$75.00	per property
- within two business days		\$150.00	per property
Tax Notice – Duplicate			
- picked up at Town office		\$7.50	seniors exempt
delivered by mail or email or email or fax	<mark>\$10.00</mark>	<mark>\$17.50</mark>	

Tax Registration		cost	
Tax Sale Tender Package		\$10.00	
Town Flag		cost	
Utility Account Set Up		\$25.00	
- PLUS SECURITY DEPOSIT (Tenant Accounts)			
Water Notice – Duplicate			
- picked up at Town office		\$7.50	seniors exempt
- delivered by mail or email <mark>o<del>r fax</del></mark>	<b>\$10.00</b>	<b>\$17.50</b>	

LICENSES		
Charitable Gaming		
Bingo	3%	of prize
Media Bingo	3%	of prize
Break Open (Nevada) Tickets	3%	of prize
Raffle	3%	of prize
Bazaar		
- Raffle & Bingo	3%	of prize
- Wheel of Fortune	\$10	
Hunting		
Pheasant		
- resident	\$12.50	
- non-resident	\$18.00	
Rabbit		
- resident	\$10.00	
- non-resident	\$10.00	
Marriage	\$125.00	
Refreshment Vehicle		
- first vehicle	\$250.00	
- second vehicle	\$125.00	
Taxi / Limousine / Vehicle for Hire		
Vehicle		
- new	\$300.00	
- renewal	\$100.00	per year payable on or before January 1
Driver	\$25.00	per year payable on or before January 1

Dog License		
- January 1 to March 31	\$20.00	
- April 1 to December 31	\$40.00	
- PLUS – By-law Enforcement Officer attendance	\$15.00	
Kennel License (includes one dog license)	\$110.00	
Dog Impound Fees		
- First reclaiming fee	\$50.00	
- Second reclaiming fee	<mark>\$75.00</mark>	
<ul> <li>Third and subsequent reclaiming fee</li> </ul>	<b>\$125.00</b>	

FIRE SERVICES		
ACGO Letters (for liquor related premises and events)	\$100.00	
Inspection Order with violations re-inspection	\$100.00	
Non-resident Motor Vehicle Accident or Fire Attendance	as set by MTO	
Non Emergency Alarm Activation	as set by MTO	
(following third alarm within 6 months)	as set by MTO	
Occurrence Report Normal	\$40.00	
Occurrence Report with Full Investigation	\$100.00	
Fire Safety Request for Training Services	\$100.00	Per session (up to 2 hrs)
Fire Training provided to other Fire Departments	Cost	
Persistent Prohibited Open Burn (following second attendance at	as set by MTO	
same property or properties owned by the same owner)	as set by WITO	
- PLUS - heavy equipment	cost	
- foam	cost	
Response to Utility Strike (if responsible party failed to properly	as set by MTO	
<mark>locate)</mark>	as set by WHO	
Inspection (from PIR report)	\$100.00	
Propane Review / Documentation		
- Level I	\$80.00	
- Level II	\$80.00	
- PLUS - legal or engineering review	Cost	
Technical Rescue Team Services	Cost	

POLICE SERVICES		
Note: All fees for Police Services include HST where applicable	9	
Criminal Records Check	\$25.00	
Duplicate Copy of Criminal Record Check Certificate	\$5.00	
Criminal Record Check (Volunteer)	No Charge	
Finger Prints	\$26.50	
Traffic Reports	\$42.25	
Incident Reports	\$42.25	
Statements	\$42.25	
Technical Traffic Collision Reports	\$565.00	
Reconstruction Report	\$1,130.00	
Paid Duty – Administrative	\$68.50	
Paid Duty – Hourly Vehicle Usage Fee	\$28.25	

Care Care Care Care Care Care Care Care	CEMETERY SERVICES						
RIGHTS   MAINTENANCE   101 AL PRICE			INITEDMENIT		CADE AND		
- Adult or Child (standard 3'4" X   \$600.00   \$400.00   \$1,000.00							TOTAL PRICE
Second	- Adult or Child (s		\$600.00		\$400.00		\$1,000.00
Infant (standard 12" X 24")   \$19.00   \$300.00   \$750.00     All Other Active Cemeteries	- Cremation		\$300.00		\$200.00		\$500.00
- Adult or Child (standard 3'4" X 8')  All Other Active Cemeteries - Cremation    INTERMENT (includes opening/closing grave, lowering/raising device, grass seeding)   Inflant Grave or Child Grave   Child Grave	- Infant (standard	12" X 24")	\$150.00		\$150.00		\$300.00
- Cremation	- Adult or Child (s	tandard 3'4" X 8')	\$450.00		\$300.00		\$750.00
Dates and Times	- Cremation				·		· .
March 16 -   December 15 -   Weekdays 10:00 a.m. to 3:30 p.m.   \$725.00   \$300.00	INTE	RMENT (includes o	pening/closing grave, I	lowerir		grass	
December 14   Saturdays 10:00 a.m. to 2:00 p.m.   \$885.00   \$425.00						С	
December 15	March 16 –	Weekdays 10:00	a.m. to 3:30 p.m.		\$725.00		\$300.00
December 15 - March 15   Weekdays 10:00 a.m. to 3:30 p.m. \$775.00 \$350.00 \$4475.00 \$47555.00 \$47555.00 \$47555.00 \$47555.00 \$47555.00 \$47555.00 \$47555.00 \$47555.00 \$47555.00 \$47555.0	December 14	Saturdays 10:00 a.m. to 2:00 p.m.			\$885.00		<del>\$4</del> 25.00
March 15         Saturdays 10:00 a.m. to 2:00 p.m.         \$935.00         \$475.00           MAXIMUM FOR ASSISTED SERVICES	December 15 –	•	<u> </u>		\$775.00		\$350.00
MAXIMUM FOR ASSISTED SERVICES			<u> </u>				·
(in accordance with O. Reg. 184/12 made under the Funeral, Burial and Cremation Services Act, 2002)           Interment Rights and Interment – Adult or Child Grave         \$1,300.00           Interment Rights and Interment – Cremated Remains         \$500.00           Interment Rights and Interment – Receipt from Irregular Burial Site         \$650.00           DISINTERMENT (includes opening/closing grave, lowering/raising device, grass seeding)           Adult or Child Grave         Infant Grave or Cremated Remains           March 16 – December 14         Weekdays 10:00 a.m. to 3:30 p.m.         \$1,500.00         \$300.00           December 15 – Weekdays 10:00 a.m. to 2:00 p.m.         \$1,870.00         \$350.00           March 15         Weekdays 10:00 a.m. to 2:00 p.m.         \$1,985.00         \$450.00           MARKER / MONUMENT CARE AND MAINTENANCE           Flat         Less than 173 square inches         \$0.00           At least 173 square inches         \$50.00           Marker I rollies in height and 4 feet or less in length, including base         \$100.00           OTHER SERVICES           Transfer Of Interment Rights         \$40.00           Marker Locating         \$25.00		-	•	TED S	·		Ψ 11 0.00
Interment Rights and Interment – Adult or Child Grave   \$1,300.00     Interment Rights and Interment – Cremated Remains   \$500.00     Interment Rights and Interment – Receipt from Irregular Burial Site   \$650.00     DISINTERMENT (includes opening/closing grave, lowering/raising device, grass seeding)     Dates and Times   Adult or Child Grave   Infant Grave or Child Grave   Child Grave	(in accordance			_		ion Se	rvices Act. 2002)
Interment Rights and Interment – Receipt from Irregular Burial Site				,			
DISINTERMENT (includes opening/closing grave, lowering/raising device, grass seeding)   Dates and Times	Interment Rights a	and Interment – Cre	mated Remains				\$500.00
Dates and Times							· · · · · · · · · · · · · · · · · · ·
March 16 -   Weekdays 10:00 a.m. to 3:30 p.m.   \$1,500.00   \$300.00	DISIN	ΓERMENT (includes	s opening/closing grave	e, lowe		e, gras	<u> </u>
December 14   Saturdays 10:00 a.m. to 2:00 p.m.   \$1,870.00   \$400.00	Dates and Times					С	
December 15 -   Weekdays 10:00 a.m. to 3:30 p.m.   \$1,615.00   \$350.00	March 16 -	Weekdays 10:00 a.m. to 3:30 p.m.			\$1,500.00		\$300.00
March 15         Saturdays 10:00 a.m. to 2:00 p.m.         \$1,985.00         \$450.00           MARKER / MONUMENT CARE AND MAINTENANCE           Flat         Less than 173 square inches         \$0.00           At least 173 square inches         \$50.00           Upright         4 feet or less in height and 4 feet or less in length, including base         \$100.00           More than 4 feet in either height or length, including base         \$200.00           OTHER SERVICES           Transfer Of Interment Rights         \$40.00           Marker Locating         \$25.00           Marker Inspection         \$25.00	December 14	Saturdays 10:00 a	a.m. to 2:00 p.m.		\$1,870.00		\$400.00
March 15         Saturdays 10:00 a.m. to 2:00 p.m.         \$1,985.00         \$450.00           MARKER / MONUMENT CARE AND MAINTENANCE           Flat         Less than 173 square inches         \$0.00           At least 173 square inches         \$50.00           Upright         4 feet or less in height and 4 feet or less in length, including base         \$100.00           More than 4 feet in either height or length, including base         \$200.00           OTHER SERVICES           Transfer Of Interment Rights         \$40.00           Marker Locating         \$25.00           Marker Inspection         \$25.00	December 15 –	Weekdays 10:00	a.m. to 3:30 p.m.		\$1,615.00		\$350.00
Narker   Marker   Monument Care and Maintenance	March 15	Saturdays 10:00 a	· · · · · · · · · · · · · · · · · · ·		\$1,985.00		\$450.00
At least 173 square inches \$50.00  Upright 4 feet or less in height and 4 feet or less in length, including base \$100.00  More than 4 feet in either height or length, including base \$200.00  OTHER SERVICES  Transfer Of Interment Rights \$40.00  Marker Locating \$25.00  Marker Inspection \$25.00		-	•	AND			·
At least 173 square inches \$50.00  Upright 4 feet or less in height and 4 feet or less in length, including base \$100.00  More than 4 feet in either height or length, including base \$200.00  OTHER SERVICES  Transfer Of Interment Rights \$40.00  Marker Locating \$25.00  Marker Inspection \$25.00							\$0.00
Upright 4 feet or less in height and 4 feet or less in length, including base More than 4 feet in either height or length, including base \$200.00  OTHER SERVICES  Transfer Of Interment Rights \$40.00  Marker Locating \$25.00  Marker Inspection \$25.00	Flat	·					\$50.00
More than 4 feet in either height or length, including base \$200.00  OTHER SERVICES  Transfer Of Interment Rights \$40.00  Marker Locating \$25.00  Marker Inspection \$25.00	Upright	4 feet or less in he		in lenç	gth, including		
OTHER SERVICES  Transfer Of Interment Rights \$40.00  Marker Locating \$25.00  Marker Inspection \$25.00	Sprignt		n either height or length	n. inclı	uding base		\$200.00
Transfer Of Interment Rights \$40.00  Marker Locating \$25.00  Marker Inspection \$25.00					.g		
Marker Locating \$25.00 Marker Inspection \$25.00							
Marker Inspection \$25.00							
·		1		·			
			14 only)				
License (HST exempt) as set by Ministry of Consumer Services	License (HST exe	empt)		as set by Ministry of Consumer Services			

Note: Interment services outside the above listed dates and times will be performed at cost. Please contact the Public Works Manager for more information.

Current Fee RECREATION SERVICES Proposed Fee

Note: All fees for Recreation Services include HST where applicable

Individuals wishing to rent Lakeside Park Pavilion and Grovedale will be required to provide a rental deposit of 50% of the booking at the time of booking. This amount will be forfeited if the rental is

cancelled within 30 days of the scheduled event date.			
- 2 hours or less	\$ 45.00 \$ 56.50	\$ 45.00 \$ 56.50	BIA Mem. Non-BIA Member
- Full Day	\$ 170.00 \$ 200.00	\$ 170.00 \$ 200.00	BIA Mem. Non-BIA
Grovedale Arts & Culture Centre			Member Member
<ul> <li>private event with alcohol</li> </ul>		\$2,000.00	per day
<ul> <li>PLUS INDEMNITY DEPOSIT</li> <li>private event without alcohol</li> </ul>		\$500.00	per day
- instructional	\$75.00	no such fee	per hour
Lakeside Park Pavilion		<u> </u>	
<ul><li>private event with alcohol</li><li>PLUS INDEMNITY DEPOSIT</li></ul>	\$900.00	\$800.00	per day
- private event without alcohol	<b>#50.00</b>	\$300.00	per day
<ul><li>instructional</li></ul>	\$50.00	<mark>no such</mark> fee	per hour
Kingsville Recreational Complex			
Ice Time - Adult – prime	\$194.00	\$190.00	per hour
- Adult - non-prime (weekdays before 5:00	φ194.00	\$158.00	per hour
p.m.)	<b>6470.00</b>	<u> </u>	
<ul><li>Minor Sports – prime</li><li>Minor Sports - non-prime (weekdays before</li></ul>	\$179.00	\$175.00	per hour
5:00 p.m.)		\$150.00	per hour
- Public Skating – general		\$3.50 \$9.00	per person per family
<ul> <li>Public Skating – general – family</li> <li>Parent &amp; Tot / Home School / Adult Skate</li> </ul>		\$9.00 \$2.50	per ramily per person
- Shinny Hockey / Club		\$5.50	per person
Arena Floor		\$55.00	per hour
Auditorium A		\$300.00	per day
<ul><li>private event with alcohol</li><li>PLUS INDEMNITY DEPOSIT</li></ul>		\$450.00	per day
- private event without alcohol		\$200.00	
private event without alcohol     instructional	\$30.00	\$120.00 \$27.00	4 hours per hour
Auditorium B, C or D	φσσ.σσ	φΕίτου	<del>po. 11001</del>
<ul><li>private event with alcohol (B, C or D)</li><li>PLUS INDEMNITY DEPOSIT</li></ul>		\$190.00	per day, per room
- private event without alcohol (B, C or D)		\$100.00	per day, per room
- instructional	\$30.00	<mark>\$27.00</mark>	<mark>per hour</mark>
Ball Diamond Pavilion - evening with alcohol		\$175.00	
- day with alcohol		\$250.00	
Baseball			
- Diamond – without lights		\$40.00	per game (up to 2 hrs)
- Diamond – with lights		\$55.00	per game (up to 2 hrs)
- Diamond – minor sports		\$13.00	per child, per season
- Diamond - Tournament		\$100.00	per day, per diamond
Soccer			
- Field		\$30.00	per game (up to 2 hrs)
- Field – minor sports		\$13.00	per child, per season
- Field – Tournament		\$75.00	per day, per field
Tennis Courts (Kingsville only)		<b>A</b> 10	
- access card - entry		\$10.00 \$6.00	per court
- entry Marina		φυ.υυ	por court
- Seasonal Ramp Pass		\$130.00	per craft

- Senior Ramp Pass		\$100.00	per craft
- Dockage - Cedar Island		\$48.00	per foot
- Dockage - Docks 63 and 64		\$56.00	per foot
- Transient Wells			
o Daily		\$2.00	per foot
<ul> <li>Monthly</li> </ul>		\$15.00	per foot
- Ramp Pass			
o Daily		\$12.00	per day
<ul> <li>Monthly</li> </ul>		\$50.00	per month
- Fuel		cost + \$0.30	per litre
Ridgeview Park			
- hall and pavilion with alcohol  O PLUS INDEMITY DEPOSIT		\$350.00	per day
- hall and pavilion without alcohol		\$100.00	per day
- instructional	\$30.00	\$27.00	per hour
Unico Community Centre		·	
- private event with alcohol  O PLUS INDEMNITY DEPOSIT		\$390.00	per day
- private event without alcohol		\$180.00	per day
- private event without alcohol		\$90.00	
- instructional	\$30.00	\$27.00	per hour
Parking Lots			
- Unico Parking Lot		\$160.00	per day
- Carnegie Parking Lot		\$160.00	
- King Street Parking Lot		\$160.00	per day
Advertising			•
- Arena Walls		\$125.00	per year
- Illuminated sign		\$300.00	per year
- Ice surface boards		\$450.00	per year
- Ice surface		\$865.00	per year
- Marina display		\$58.00	per year
- Zamboni (\$1,100.00 per side)		\$2,200.00	per year
Programs			
- All Programs		Cost	
<ul> <li>Standard First Aid/Level C</li> </ul>		\$120.00	
- Standard First Aid Renewal		\$75.00	

Minor Variance\$685.00\$635.00- PLUS ERCAas set by EJoint Application (combined consent and minor variance)\$1,475.00\$1,425.00- PLUS ERCAas set by E	ERCA ERCA
of any public open house or meeting.  Committee of Adjustment:  Consent (1 new lot or lot addition) \$1,050.00 \$1,000.00  - PLUS ERCA as set by E  Minor Variance \$685.00 \$635.00  - PLUS ERCA as set by E  Joint Application (combined consent and minor variance) \$1,475.00 \$1,425.00  - PLUS ERCA as set by E	ERCA ERCA
Consent (1 new lot or lot addition)         \$1,050.00         \$1,000.00           - PLUS ERCA         as set by E           Minor Variance         \$685.00         \$635.00           - PLUS ERCA         as set by E           Joint Application (combined consent and minor variance)         \$1,475.00         \$1,425.00           - PLUS ERCA         as set by E	ERCA
- PLUS ERCA as set by E  Minor Variance \$685.00  - PLUS ERCA as set by E  Joint Application (combined consent and minor variance)  - PLUS ERCA \$1,475.00 \$1,425.00  \$1,425.00 \$2,475.00 \$3,475.00 \$1,425.00	ERCA
Minor Variance\$685.00\$635.00- PLUS ERCAas set by EJoint Application (combined consent and minor variance)\$1,475.00\$1,425.00- PLUS ERCAas set by E	ERCA
- PLUS ERCA as set by E  Joint Application (combined consent and minor variance)  - PLUS ERCA \$\\$1,475.00\$  \$\\$1,425.00\$  as set by E	
Joint Application (combined consent and minor variance) \$1,475.00 \$1,425.00 as set by E	
variance)         \$1,475.00         \$1,425.00           - PLUS ERCA         as set by E	ERCA
	ERCA
Development Agreements:	
Minor Agreement (ie: consents) \$500.00  - PLUS EXTERNAL COSTS  - PLUS SECURITY DEPOSIT	
Major Agreement (ie: subdivisions) \$1,000.00 - PLUS EXTERNAL COSTS - PLUS SECURITY DEPOSIT	
Development Agreement Amendment \$500.00  - PLUS EXTERNAL COSTS  - PLUS SECURITY DEPOSIT	
Official Plan:	
Amendment \$2,800.00 \$2,700.00 - PLUS EXTERNAL COSTS	
	ERCA
Joint Application (combined Official Plan Zoning Bylaw Amendments) - PLUS EXTERNAL COSTS  \$3,800.00  \$3,700.00	
	ERCA
Parkland Dedication or Fees in Lieu:	
Commercial or Industrial Land	of appraised value of land
Residential Land \$1,500.00	Per new lot
Part Lot Control:	
Part Lot Control \$1,650.00 \$1,600.00	
Part Lot Control Extension \$1,050.00 \$1,000.00	
Plan of Condo/Subdivision:	

Plan of Condominium	\$3,300.00	<u> </u>	
- PLUS EXTERNAL COSTS		<b>\$3,200.00</b>	
- PLUS ERCA		as set by	ERCA
Plan of Subdivision	<b>\$4,800.00</b>	\$4,700.00	
- PLUS EXTERNAL COSTS			
- PLUS ERCA		as set by	ERCA
Recirculation of Application (after 3 months of		\$50.00	
inaction by applicant)		<u> </u>	
Plan of Subdivision (Redline)		\$1,000.00	
- PLUS EXTERNAL COSTS			
- PLUS ERCA		as set by	ERCA
Site Plan Control:			
Site Plan Agreement	<mark>\$1,850.00</mark>	<b>\$1,800.00</b>	
- PLUS SECURITY DEPOSIT			
- PLUS ERCA		as set by	ERCA
Site Plan Agreement Amendment	<mark>\$1,150.00</mark>	<b>\$1,100.00</b>	
- PLUS SECURITY DEPOSIT			
- PLUS ERCA		as set by	ERCA
Site Plan Agreement (Tower)	<b>\$700.00</b>	<mark>\$650.00</mark>	
- PLUS EXTERNAL COSTS			
- PLUS SECURITY DEPOSIT			
- PLUS ERCA		as set by	ERCA
Zoning By-law:			
Zoning By-law Amendments	\$2,400.00	\$2,300.00	
- PLUS EXTERNAL COSTS			
- PLUS ERCA		as set by	ERCA
Temporary Use	<mark>\$1,350.00</mark>	<b>\$1,300.00</b>	
- PLUS ERCA		as set by	ERCA
Temporary Use Extension	<mark>\$750.00</mark>	\$700.00	
- PLUS ERCA		as set by	ERCA
Removal of Holding (h)	\$650.00	\$600.00	
- PLUS ERCA		as set by	ERCA
Surplus Dwelling	\$2,100.00	\$2,000.00	
- PLUS ERCA	as set by	as set by	ERCA
Other Services:			
Renewable Energy Review and Approval		\$1,500.00	
PLUS EXTERNAL COSTS		ψ1,500.00	
Sidewalk Patio			
<ul> <li>PLUS USE OF PARKING SPACE</li> </ul>		\$100.00	Per month
- PLUS INDEMNITY DEPOSIT			/ space
Compliance Letter (Subdivision / Site Plan,		\$100.00	
Development Agreement)			
Documents:			
Comprehensive Zoning By-law (hard copy)		\$100.00	
Official Plan Amendment (hard copy)		\$100.00	

MUNICIPAL SERVICES		
Encroachment / Entrance Permit	\$150.00	
- PLUS INDEMNITY DEPOSIT		
Encroachment Agreement		
- prepared / reviewed by Administration	\$500.00	
- prepared / reviewed by external legal services	Cost	
Local Improvement Charges (full details can be obtained from the		
Local Improvement Policy)		
The cost of the works shall be assessed upon benefitting properties		
based upon a maximum fixed rate per metre of assessable frontage		
as follows:		
Sanitary Sewers	\$165.00	per metre
Storm Sewers	\$125.00	per metre
Road Works (curb and gutter only)	\$65.00	per metre
Sewer Services Connections	Actual Cost	
Road Crossing Agreement	\$150.00	
- PLUS INDEMNITY DEPOSIT		
Road Use Agreement	\$1,500.00	
- PLUS INDEMNTIY DEPOSIT		
Temporary Culvert Installation Permit	\$100.00	
Solar Signs		
Blank Sign	\$40.00	
New Post and hardware, if required	\$15.00	
Installation by Public Works	\$25.00	
Weed Cutting (on hour minimum)	\$75.00	per hour
TRANSIT		·
Note:		
If an attendant is required, only half of the fee is payable by the at	ttendant.	
Erie Shores Transit:		
Kingsville, Leamington, Wheatley	\$5.00	one way
Essex, Harrow, Tilbury, Woodslee	\$10.00	one way
168	-	

Amherstburg, Belle River, LaSalle, St. Clair Beach, Tecumseh, Windsor	\$10.00	one way
WATER / SEWER SERVICES		
	\$80.00 + water	
Hydrant Hook Up	consumption at	
	current rate	
Water Meter (5/8" x 3/4" residential meter and MXU radio)	\$335.00	
Turn On	<del>\$25.00</del>	\$40.00
- after Town business hours	\$200.00	
Turn Off	<del>\$25.00</del>	\$40.00
- after Town business hours	\$200.00	
Frozen Meter Replacement	\$200.00	
- after Town business hours	\$400.00	
Frost Plate Repair	\$60.00	
- after Town business hours	\$260.00	
New Water Service Connection	·	
- 3/4"	\$ <del>5,000.00</del>	\$5,100.00
- 1"	<del>\$7,700.00</del>	\$7,800.00
- 2" or larger	cost	. ,
Raising / Lowering Curb Box / Meter Pit (result of owner grade change)	cost	
Lowering of Clean Out (result of owner grade change)	\$85.00	
Replace Clean Out Cap	\$85.00	
Minicam investigation	\$75.00	first hour
- PLUS -	\$50.00	each subsequent hour
Steaming Frozen Private Water Services	\$100.00	first hour
-PLUS -	\$75.00	each subsequent hour
Steaming Frozen Private Water Services after Town business hours	\$500.00	first hour
-PLUS -	\$175.00	each subsequent hour
Service Vehicle	\$24.00	per hour
Watermain and Appurtenance Application Review and Approval	\$1,200.00	·

#### NOTE: For the purposes of this Schedule:

- 1. except where otherwise noted, fees are exclusive of HST;
- 2. "cost" shall mean an amount equal to the cost to the Town of labour, vehicle(s), materials, supplies or services used or purchased for the purpose of the service or activity;
- 3. "instructional" refers to a program or service that is delivered by a 3<sup>rd</sup> party, but is available to the general public
- 4. "prime" shall mean all day Saturday and Sunday, and 5 pm-close Monday Friday
- 5. "senior" shall mean a person 65 years of age or older; and
- 6. "holidays" include the following days:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Remembrance Day
December 24
Christmas Day
Boxing Day
December 31

## **SCHEDULE B**

## INDEMNITY DEPOSITS AND PENALTIES Proposed Changes

PARKS AND RECREATION SERVICES		
RENTALS		
Grovedale Arts and Culture Centre	\$500.00	
Lakeside Park Pavilion		
	\$500.00	
Kingsville Recreational Complex		
Auditorium	\$100.00	
Auditorium B, C or D	\$100.00	
Ridgeview Park	\$100.00	
Unico Community Centre	\$100.00	
Any hall rental with Alcohol	\$500.00	
MUNICIPAL SERVICES		
*Building Permit	<del>\$1,000.00</del>	\$2,000.00
Standard Penalties for Damage to Municipal Services:		
- Curb Box Replacement / Repair	\$175.00	
- Meter Pit Bonnet Replacement	\$275.00	
- Full Meter Pit Replacement	\$1,000.00	
- Install Cleanout Cap	\$85.00	
- Curb Repair (patching only)	\$100.00	per hour
- Sidewalk Replacement	<del>Cost</del>	\$100 per sq. m
- Curb Replacement	<del>Cost</del>	\$150 per metre
- Asphalt Replacement	Cost	
- All Other Repairs	Cost	
<ul> <li>Re-inspection Fee (after failing initial inspection)</li> </ul>	<mark>\$75.00</mark>	
Encroachment / Entrance Permit	\$500.00	
Road Crossing Agreement 10%		of value of the works
Road Crossing Agreement	10%	(\$500.00 minimum)
Road Use Agreement	100%	of value of the works

<sup>\*</sup>Indemnity deposit not applicable to building permits issued for the following: sheds, signs, decks, solar panels, and indoor plumbing

## **SCHEDULE C**

## **SECURITY DEPOSITS**

ADMINISTRATIVE SERVICES		
Election Signs		
Municipal / School Board candidates	\$140.00	
Provincial or Federal candidates	\$300.00	
Utility Account Set Up (Tenant Accounts):		
Residential		
- no sewage	\$100.00	
- with sewage	\$200.00	
Business		
- no sewage	\$150.00	
- with sewage	\$250.00	
PLANNING SERVICES		
APPLICATIONS		
Development Agreements:		
Performance	50%	value of the works
Maintenance	25%	value of the works
Delayed Performance	100%	value of the approved delayed works
- PLUS – maintenance		
Sidewalk Patio	\$500.00	
Site Plan Agreements:		
Minimal (obligation value less than \$10,000.00)	\$1,000.00	
Minor (new entrance, minor on-site construction, minor service connections)	\$5,000.00	
Major (new entrance, major internal services and connections, landscaping, additional studies, hard surfacing, lighting)	\$10,000.00	Minimum
Greenhouse Minor Addition (no new entrances, storm water facilities)	\$5,000.00	
Greenhouse New or Major Addition (entrances, storm water facilities, buffering, internal facilities, parking areas, fire safety, outdoor large central storage locations installation of rate of flow control device)	\$30,000.00	Minimum

## **SCHEDULE D**

## **REDUCED OR NO FEE**

PARKS AND RECREATION SERVICES				
FACILITY RENTALS – REDUCED FEE				
COLUMNI	COLUMM II		COLUMN III	
Lakeside Park Pavilion			Delta Waterfowl	
- anytime with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)	\$300.00	per day	<ul> <li>Lion's Club (including auxiliaries)</li> <li>Neighbourhood Charitable Alliance</li> <li>Royal Canadian Legion (Including auxiliaries)</li> </ul>	
Kingsville Recreational Complex Ice Time - Minor Sports - non-prime (weekdays before 5:00 pm)	50%	of standard rate	Elementary or Secondary Schools Recognized by the Ministry of Education	
Unico Community Centre	\$100.00	Per month	Kingsville Friendly Club     Odd Fellows	
Unico Community Centre	\$50.00	Per month	Lily Rebekah	

FACILITY RENTALS - NO FEE			
COLUMN I	COLUMM II	COLUMN III	
- with or without alcohol (refer to section 11 of By-law for restrictions) - PLUS INDEMNITY DEPOSIT (with alcohol only)  Kingsville Recreational Complex  Auditorium - anytime with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)  Auditorium B, C or D - anytime with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)  Ridgeview Park - Hall and pavilion with or without alcohol - PLUS INDEMNITY DEPOSIT	No Fee	Business Improvement Area Board of Management  Canadian Blood Services  Cottam Cubs & Scouts  Cottam Rotary Club  Discovery School-Based Childcare Program  Gosfield North Sportsmen  Horticultural Society  Kingsville Cubs & Scouts  Kingsville Firefighters Association	
(with alcohol only) - hall with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)		Kingsville Essex Associated Band     Knights of Columbus	
- anytime with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)		<ul> <li>(including auxiliaries)</li> <li>Optimist Club (including auxiliaries)</li> <li>Organizations under contract for use of Sports Fields or Ice Time</li> </ul>	
Marina Seasonal Ramp Pass	No Fee	<ul> <li>Baldwin, Neil</li> <li>Balkwill, Gary</li> <li>Branch, Jim</li> <li>Clemente, Manual</li> <li>Hodgkins, Leslie</li> <li>Lacey, Eugene</li> <li>Mallott, Jim</li> <li>Miinch, Craig</li> <li>Pretli, Andy</li> <li>Woodall, N.</li> </ul>	

<sup>\*</sup>See sections 11-12 for conditions.

#### THE CORPORATION OF THE TOWN OF KINGSVILLE

#### **DRAFT BY-LAW 25-2020**

Being a By-law to Regulate Permits Issued Under the Building Code Act, Set Fees, and Establish a Code of Conduct for the Chief Building Official and Inspectors

**WHEREAS** section 7 of the *Building Code Act, 1992*, S.O. 1992, c. 23 (the "Act") authorizes the Council of a municipality to pass by-laws applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of the Act.

**AND WHEREAS** the authorization set out in section 7 of the Act includes the power to require the payment of fees on applications for and on the issuance of permits, requiring the payment of fees for maintenance inspections, and to set the amounts of such fees, the total amount of which must not exceed the anticipated reasonable costs to administer and enforce the Act.

**AND WHEREAS** section 391 of the *Municipal Act, 2001*, S.O. c. 25 authorizes a municipality to pass by-laws imposing fees or charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

and the costs included in a fee or charge may include costs incurred by a municipality related to administration, enforcement and the establishment, acquisition and replacement of capital assets.

**AND WHEREAS** subsection 398(2) of the *Municipal Act, 2001*, S.O. c. 25 provides that the treasurer of a municipality may add fees and charges imposed by the municipality, including such fees as authorized by the Act, to the tax roll for any property for which all of the owners are responsible for paying the fees and charges and collect them in the same manner as municipal taxes.

**AND WHEREAS** section 7.1(1) of the Act requires a municipality to establish and enforce a code of conduct for the Chief Building Official and inspectors appointed under the Act.

**AND WHEREAS** section 8 of the Act provides the authority to a Chief Building Official to revoke a permit in certain circumstances.

## NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

### **Definitions and Interpretation**

- 1. In this By-law:
  - a) "applicant" means a person who applies for a permit and includes any person authorized by an owner to apply for a permit on the owner's behalf;
  - b) "Code" means the regulations made under section 34 of the Act;
  - c) "Chief Building Official" means the person appointed as such by Council of the Town for the purposes of enforcement of the Act;

- d) "Council" means the Council of the Town;
- e) "Inspector" means those persons appointed as such by Council of the Town for the purposes of enforcement of the Act;
- f) "owner" means the registered owner of the property upon which the building is situate which is the subject of a permit or an application for a permit;
- g) "permit" means a permit issued pursuant to the Act;
- h) "person" means an individual, firm, corporation, association or partnership;
- i) "permit holder" means the person to whom a permit has been issued; and
- j) "Town" means The Corporation of the Town of Kingsville.
- 2. Any term not defined in this By-law shall have the same meaning ascribed to it in the Act or the Code.

#### **Application for Permit**

- 3. Every application for every permit shall:
  - a) contain sufficient information to enable the Chief Building
    Official to determine whether or not the work will conform with
    the Act, the Code and any other applicable law;
  - b) include a statement that the application does not contravene any applicable law and include supporting document in connection with the same;
  - c) be appropriately signed by the applicant;
  - d) if the owner is not the applicant, include an authorization to the applicant, in the form approved by the Chief Building Official, appropriately signed by the owner;
  - e) be accompanied by the required fee as set out in Schedule A attached hereto and forming part of this By-law;
  - f) be submitted to the Chief Building Official.

### <u>Permits</u>

4. The classes of permits and the additional information and documents required to be filed by the applicant and considered prior to the issuance of the corresponding permit shall be as follows:

CLASS OF PERMIT	INFORMATION AND DOCUMENTS REQUIRED	
	(a) the prescribed application form entitled "Application for a Permit to Construct or Demolish";	
Construction	(b) plans and specifications in accordance with sections 5 to 10 inclusive;	
	(c) a detailed description of the work to be done and the existing and proposed use and occupancy of the building, or part thereof, for which the application for a permit is made;	

175

CLASS OF PERMIT	INFORMATION AND DOCUMENTS REQUIRED		
	(d) drawings and commitments as set out in Schedule C attached to and forming part of this By-law; and		
	(e) Energy Efficiency Design Summary, as prescribed by the Code.		
	(a) the prescribed application form entitled "Application for a Permit to Construct or Demolish";		
	(b) plans and specifications in accordance with sections 5 to 10 inclusive;		
	(c) a detailed description of the work to be done and the existing use and occupancy of the building, or part thereof, for which the application for a permit is made and the proposed use and occupancy of that part of the building, if any, that will remain upon completion of the demolition;		
Demolition	(d) commitment to general review by engineer as required by the Code;		
	(e) demolition control agreement, as required;		
	(f) designated substance report and method of demolition report as required; and		
	(g) confirmation that:		
	(i) arrangements have been made with the proper authorities for the safe and complete disconnection of all existing water, sewer, gas, electric, telephone and other utilities; and		
	(ii) that the owner and applicant will comply with the Town's Property Standards Bylaw upon the completion of demolition.		
	(a) the prescribed application form entitled "Application for a Permit to Construct or Demolish";		
	(b) plans and specifications in accordance with sections 5 to 10 inclusive; and		
Conditional	(c) a written statement containing the following:		
	<ul> <li>(i) the reasons why the applicant believes that unreasonable delays in construction would occur if a conditional permit is not granted;</li> </ul>		
	(ii) information regarding the necessary approvals which must be obtained in respect of the proposed building and the		

CLASS OF PERMIT	INFORMATION AND DOCUMENTS REQUIRED		
	time in which such approvals will be obtained; and		
	(iii) the time in which plans and specifications of the complete building will be filed with the Chief Building Official,		
	all of which shall be incorporated into the agreement required pursuant to section 8(c) of the Act.		
	(a) the application in the form approved by the Chief Building Official from time to time;		
	(b) plans and specifications in accordance with sections 5 to 10 inclusive, including floor plans, details of walls, ceilings and roof assemblies, identifying required fire resistance ratings and load bearing capacities, and details of the existing sewage system if any;		
Change of Use	(c) a description of the building in which the occupancy is to be changed, which description shall readily identify and locate the building;		
	(d) a detailed description of the existing and proposed use and occupancy of the building, or part thereof, for which the application for a permit is made; and		
	(e) drawings and commitments as set out in Schedule C.		
	(a) the prescribed application form entitled "Application for a Permit to Construct or Demolish";		
	(b) plans and specifications in accordance with sections 5 to 10 inclusive;		
	(c) commitment to general review by architect and engineer where sewage system exceeds 10,00l/d;		
Sewage System	(d) soils analysis;		
	(e) site plan and cross section detail;		
	(f) a site evaluation which shall include all of the following items, unless otherwise specified by the Chief Building Official:		
	(i) the date the evaluation was done;		
	(ii) the name, address, telephone number and signature of the person who prepared the evaluation;		

CLASS OF PERMIT	INFORMATION AND DOCUMENTS REQUIRED
	(iii) a scaled map of the site including the following:
	<ul> <li>the legal description</li> <li>lot size</li> <li>property dimensions</li> <li>existing rights-of-way, easements or municipal/utility corridors</li> <li>the location of items listed in column 1 of Tables 8.2.1.5.A., 8.2.1.5.B. and 8.2.1.5.C. of the Code</li> <li>the location of the proposed sewage system</li> <li>the location of any unsuitable, disturbed or compacted areas</li> <li>proposed access routes for system maintenance</li> <li>depth to bedrock</li> <li>depth to zones of soil saturation</li> <li>soil properties, including soil permeability; and soil conditions, including the potential for flooding</li> </ul>
	(iv) a report completed by a geo-technical engineer verifying condition of soil
	(a) the application in the form approved by the Chief Building Official;
	(b) a written statement from the permit holder authorizing the transfer of the permit to the transferee;
	(c) proof of ownership of the property by the transferee;
	(d) confirmation that the work to be done and the existing and proposed use and occupancy of the building or part thereof, for which the application for the transfer of the permit is made, is the same as that identified in the application;
Transfer	<ul> <li>(e) the name, address, telephone number and facsimile number of the proposed architect, professional engineer or other designer, and his/her/their respective qualifications, where they are different from those identified in the application;</li> </ul>
	(f) written confirmation from the proposed architect, professional engineer or other designer that he/she/they have been retained to undertake general review of the construction or demolition where required under the Code; and
	(g) where the proposed transferee is a builder as defined in the <i>Ontario New Home Warranties Plan Act</i> , or any successor thereto, the proposed transferee's registration number.

### Plans and Specifications

- 5. Each application shall, unless otherwise specified by the Chief Building Official, be accompanied by two (2) complete sets of the plans and specifications submitted upon paper or other suitable and durable material or, if approved by the Chief Building Official, in electronic format, and shall contain text that is legible and drawings that are legible, complete, fully dimensioned and to scale.
- 6. Site plans shall be referenced to a current plan of survey and a copy of the survey shall accompany the site plan submission except where the Chief Building Official waives the requirement to do so.
- 7. On the completion of the foundation for a detached, semi-detached, triplex, fourplex or townhouse dwelling, but prior to a framing inspection, the Chief Building Official may require a survey prepared by an Ontario Land Surveyor to be submitted, which survey shall indicate the location and elevation of the top of the foundation wall.
- 8. Upon completion of the construction of a building, or part of a building, the Chief Building Official may require the submission of a set of plans of the building or part of a building, as constructed, together with a plan of survey prepared and certified by an Ontario Land Surveyor showing the location of the building along with finished grade elevations.
- 9. In the event of a material change to a plan or specification on the basis of which a permit has been issued, the applicant shall give notice in writing to the Chief Building Official together with the details of such change.
- 10. Plans and specifications provided in accordance with this By-law shall become the property of the Town and shall be retained by the Town in accordance with the relevant legislation and the Town's Records Retention By-law, as amended from time to time.

## **Alternative Solutions**

- 11. Where an applicant proposes using an alternative solution, the applicant shall provide, in addition to the prescribed documentation, a description of the proposed location(s) where the alternative solution is proposed to be used.
- 12. The Chief Building Official may accept or reject any alternative solution and may impose conditions or limitation on its use.
- 13. Alternative solutions which are accepted by the Chief Building Official shall be applicable only to the location proposed by the applicant and are not transferable to any other location.

## **Revoking Permits**

- 14. Prior to revoking a permit, the Chief Building Official shall give written notice of his or her intention to revoke the permit to the permit holder at the permit holder's address shown on the application or to such other address as the permit holder may provide to the Town for that purpose.
- 15. Notice under subsection 14 of this By-law shall be given either personally or by registered mail and where notice is by registered mail, it shall be deemed to have been given on the fifth day after the day of mailing.
- 16. A permit holder may request in writing that the Chief Building Official defer the revocation. Such request shall:
  - a) be received by the Chief Building Official within 30 days from the date of service of the notice given under subsection 14;

- b) contain reasons why the permit should not be revoked; and
- c) include the required fee as set out in Schedule A.
- 17. The Chief Building Official may, upon consideration of the request, defer the revocation of the permit and, in any event, shall provide notice in writing to the permit holder of his or her decision.
- 18. If no request for deferral is received by the Chief Building Official, the Chief Building Official may revoke the permit without further notice and dispose of all submitted plans, specifications, documents and other information which has been received in support of the application for a permit in accordance with the Records Retention By-law.

#### **Fees**

- 19. Fees shall be charged and paid as set out in Schedule A attached hereto and forming part of this By-law.
- 20. The calculation of fees shall be subject to the following:
  - building classifications and the square footage of buildings shall be determined by the Chief Building Official in accordance with the Code;
  - b) for a construction, demolition or conditional permit based on the value of the proposed work, the value of the proposed work shall mean the total cost of all work regulated by the permit including the cost of all material, labour, equipment, overhead and professional and related services as determined by the Chief Building Official;
  - c) for a construction, demolition permit or conditional permit based on floor area, floor area shall mean the total floor space of all storeys above grade (or below grade for an underground home) measured as the horizontal area within the outside surface of the exterior walls of the building:
  - for a change of use permit based on a floor area, floor area shall mean the total floor space of all storeys subject to the change of use; and
  - e) for a conditional permit, fees shall be paid based on the complete project.
- 21. Any permit applications withdrawn or cancelled by the applicant will be charged a fee of \$250.00 for Part 9 residential properties and \$750.00 for Part 3 commercial, industrial and agricultural properties.

## **Refund of Fees**

- 22. In the event that applicant disputes the value of the proposed work as determined by the Chief Building Official pursuant to subsection 20(b), the applicant shall:
  - a) pay the fee;
  - b) submit, together with the payment of the fee, a written notice of protest; and
  - c) within six (6) months of completion of the work, submit an audited statement of the actual costs of the work.

- 23. Where the actual costs of the work as indicated on the audited statement submitted pursuant to subsection 21(c) are less than the value of the proposed work as determined by the Chief Building Official, the Chief Building shall issue a refund for the difference between the fee paid and the fee calculated based upon the audited costs of the work.
- 24. Further, the Chief Building Official shall refund a fee paid in the following amounts and in the following circumstances:
  - a) 80% in the event the application has been filed, but is withdrawn, in writing, prior to the permit being issued.
  - b) 75% in the event the application has been filed, the permit issued and/or picked up, and no inspection has been requested within 6 months of the permit being issued. The refund amount shall not be less than \$250.00 for Part 9 properties and \$500.00 for Part 3 properties.

#### **Additional Notice Requirements for Inspections**

- 25. When determined necessary by the Chief Building Official, the permit holder shall provide notice to the Chief Building Official of the following stages of construction:
  - a) commencement of construction;
  - b) substantial completion of site grading;
  - c) the completion and availability of drawings of the building as constructed; and/or
  - d) completion of a building for which an occupancy permit is required under Article 1.3.3.4 of the Code.
- 26. For greater clarity, except as authorized by the Code, prior to the occupancy or use of a building or part of a building or prior to permitting the occupancy or use of a building or part of a building, notice of the date of completion of the building or part must be given to the Chief Building Official.

#### **Code of Conduct**

- 27. The Code of Conduct as set out in Schedule B attached hereto and forming part of this By-law is hereby established.
- 28. The Chief Building Official and Inspectors shall be governed by the Code of Conduct.

#### General

- 29. The requirements as set out in this By-law are in addition to the requirements of the Act and the Code.
- 30. Should any section, subsection, clause or provision of this By-law be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law.
- 31. By-law 18-2018 is hereby repealed effective March 31, 2019
- 32. This by-law shall come into force on April 1, 2019.

READ A FIRST, SECOND AND TH 11 <sup>th</sup> DAY OF MARCH, 2019.	IRD TIME AND FINALLY PASSED THIS
	MAYOR, Nelson Santos
	CLERK, Jennifer Astrologo

## SCHEDULE "A"

## **PROPOSED CHANGES**

CONSTRUCTION PERMITS

**BUILDING SERVICES** 

CONSTRUCTION PERMITS			
<b>NOTES:</b> Permits reviewed and/or issued and not paid for or picked up will be charged a fee of \$250.00 for Part 9 residential properties and \$500.00 \$750.00 for Part 3 commercial, industrial and agricultural properties.			
Municipal Services requires a \$\frac{\\$1000.00}{2,000.00}\$ Indemnity Deposit upon the issuance of all Building Permits in accordance with the Fees and Charges By-law (24-2020), save and except for permits issued for: sheds, signs, decks, solar panels, and indoor plumbing.			
Residential			
- new construction	<del>\$1.05</del> \$1.10	per square foot	
- PLUS - if submitted under Residential - Fast Track			
Policy: - detached house	\$170.00		
- semi-detached house, 2 unit townhouse or	Ψ170.00		
row house	\$260.00		
- 3 unit townhouse or row house	\$340.00		
- 4 unit townhouse or row house	\$435.00		
- 5 unit townhouse or row house	\$500.00		
- renovations	<del>\$11.50</del>	per \$1,000.00 of	
1511512115115	\$12.00	value of construction	
- accessory buildings	<del>\$0.50</del> \$0.55	per square foot	
- finished basements	<del>\$0.50</del> \$0.55	per square foot	
- minimum fee	\$175.00		
Swimming pools			
– in ground and above ground	\$175.00		
Part 3 – Assembly / Residential / Commercial / Institutional & Industrial			
- value of construction up to \$1,000,000.00	<del>\$11.50</del> \$12.00	per \$1,000.00 of value of construction	
- PLUS - value of construction thereafter	\$1.25	per \$1,000.00 of value of construction	
- minimum fee	\$175.00		
Greenhouse	<b>\$0.04</b>	per square foot	
<del>- first 10 acres</del>	<mark>\$0.04</mark>	<del>per square foot</del>	
<ul> <li>PLUS - additional acreage thereafter</li> </ul>	<mark>\$0.01</mark>	<del>per square foot</del>	
- minimum fee	\$500.00		
Other Farm Structures	<del>\$0.25</del> \$0.50	per square foot	
- minimum fee	\$175.00		
Hot Water Storage Tanks	\$350.00		
Temporary Structures	\$175.00		
Wind Turbine With an Output of 1.5 Megawatts or More	\$10,000.00		
Construction Commenced Prior to Permit Being Issued	Fee x 2		
Other Permits (not specifically listed)	<del>\$11.50</del> \$12.00	per \$1,000.00 of value of construction	
- minimum fee	\$175.00		
Moving	\$300.00		
Signs	\$200.00		
, , , , , ,			
DEMOLITION PERMIT			
Demolition	<del>\$0.15</del> \$0.25	per square foot	
- minimum fee	\$175.00		
-	· -		

CONDITIONAL PERMITS				
Fees as per Construction Permits				
CHANGE OF USE PERMIT WHERE NO PROPO	CHANGE OF USE PERMIT WHERE NO PROPOSED CONSTRUCTION			
Change of Use	\$175.00			
SEWAGE SYSTEM PERMI	IT			
On Site Sewage				
- systems	\$750.00			
- repair	\$300.00			
TRANSFER PERMIT				
Transfer	\$175.00			
OTHER SERVICES				
Inspection re: AGCO Liquor License Application	\$175.00			
Conditional Permit Agreement	\$250.00			
- registration of Agreement on title	Cost			
Change of Use Field Review	\$175.00			
Defer/Revocation Letter \$175.00				
Post Review Amendment				
Part 9 / Residential	\$275.00			
Part 3 / Commercial, Industrial, Greenhouse	\$750.00			
Re-inspection (inspection booked, but work not ready or	\$75.00			
completed; or no one on site)				
Sewer/Water Connection (additional costs apply to complete				
service):				
- Residential	\$175.00			
- Commercial/Industrial/Greenhouse	\$350.00			
Water Meter (5/8" x 3/4" residential meter and MXU radio)	\$335.00			



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

**Date:** March 3, 2020

To: Mayor and Council

Author: Ryan McLeod, CPA, CA

RE: 2020 Water & Wastewater Rates

**Report No.:** FS-2020-06

#### AIM

To increase municipal water and wastewater rates to ensure sufficient revenue is available to finance the current and long-term needs of the Town's water distribution and wastewater processing systems.

#### **BACKGROUND**

#### Water

The Town's current water rate structure consists of 3 components; a wholesale rate, a distribution rate, and a quarterly capital charge. The wholesale rate is intended to cover the cost of water supplied by the Union Water Supply System (UWSS). The distribution rate funds the municipal water department's operating expenses. The quarterly capital charge is intended to fund future capital projects such as water main replacements.

#### Wastewater

The Town's wastewater rate structure is currently comprised of a flat rate charge for residential homes and a volume based charge for multi-residential, commercial and industrial customers. Separate rates are established for each sewage service area based on the operating and capital costs associated with each area. As the Kingsville and Lakeshore West (KLW) facilities are integrated, these service areas share common rates.

The flat rate and volume based wastewater charges include an allocation for future capital costs. Based on the current sewage rate by-law, 25% of sewage revenue is to be allocated to reserves for future capital expenditures. The balance of the rates are intended to fund operating expenditures.

#### DISCUSSION

#### Water

Administration is proposing the following amendments to the Town's current water rates.

	Current	Proposed	Increase
Wholesale Rate (UWSS)	\$0.62 / m3	\$0.65 / m3	\$0.03 / m3
/			<u> </u>
Distribution Rate	\$0.35 / m3	\$0.35 / m3	\$0.00 / m3
Total	\$0.97 / m3	\$1.00 / m3	\$0.03 / m3
Quarterly Capital	\$20.25 / Quarter	\$21.55 / Quarter	\$1.30 / Quarter
Charge			

The increase to the wholesale rate is necessary to keep pace with the rates established by the UWSS. On December 18, 2019, the UWSS Board increased their water rates to \$0.6458 per cubic metre, effective January 1, 2020.

The increase to the quarterly capital charge is necessary to ensure sufficient funds are available to replace the Town's existing infrastructure as required.

The proposed rates are consistent with the Water and Wastewater Rate Study presented to Council on March 25, 2019.

Based on a median household consumption of 15 m3 per month, the proposed rates would increase the average household's water bill by \$0.88 per month.

#### Wastewater

On August 12, 2019, Council approved a new wastewater rate structure which provides residents with the ability to have some control over their wastewater charges. Over the past few years, many residents had expressed frustration with the flat rate structure, particularly those who live alone and use a minimal amount of water and those who only live in Kingsville on a seasonal basis. As steady increases to the base charges would be required over the next decade, the flat rate structure may have also become an affordability issue for some residents. The new rate structure, which include as combination of fixed and volume based charges, will encourage and reward residents who make efforts to conserve water.

The rates approved on August 12, 2019 are as follows:

- A minimum base charge of \$60 / quarter for each residential unit.
- Volume charges of \$0.60 / m3 for Kingsville / Lakeshore West and \$0.65 / m3 for Cottam.
- A maximum wastewater charge or "cap" of \$120 / quarter per residential unit.

These rates were to become effective on April 1<sup>st</sup>, 2020, however, after further consideration of the implementation of this new rate structure, Administration is now recommending that these rates go into effect at the start of each billing period, as follows:

- Sewage Area 1 Rates (Cottam Facility) effective April 15, 2020.
- Sewage Area 2 Rates (Lakeshore West Facility) effective June 15, 2020
- Sewage Area 3 Rates (Kingsville Facility) effective May 15, 2020

By aligning the implementation of the new rates with the start of each areas billing period it will ensure the capping mechanism is working properly and will make it easier for residents to understand their wastewater charges.

Based on a median household consumption of 15 m3 per month, the proposed changes to the Town's wastewater rates would have virtually no impact on the average household's wastewater bills. That being said, as water volumes tend to fluctuate seasonally, some households may notice greater seasonal fluctuations to their bills.

The following changes are being proposed to non-residential wastewater rates:

TYPE OF BUILDING	AREA 1: COTTAM FACILITY		AREAS 2 & 3: KINGSVILLE / LAKESHORE WEST FACILITY	
	Current	Proposed	Current	Proposed
Multi- Residential, Commercial, Industrial	130% of total water charges	\$1.35 per m3 of water volume	130% of total water charges	\$1.35 per m3 of water volume
Greenhouse	\$1.29 per m3 of sewage discharge	\$1.35 per m3 of sewage discharge	\$1.29 per m3 of sewage discharge	\$1.35 per m3 of sewage discharge
Foreign Worker Housing	Occupant Load / 3.2 x \$89.00 per quarter	\$20 per Occupant + \$0.65 per m3 of water volume	Occupant Load / 3.2 x \$87.00 per quarter	\$20 per Occupant + \$0.65 per m3 of water volume

All significant changes to the Water and Sewage Rate by-law have been discussed above. Please refer to the Draft By-law 26-2020 attached to this report for full details on all proposed changes.

#### **LINK TO STRATEGIC PLAN**

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

To become a leader in sustainable infrastructure renewal and development.

#### FINANCIAL CONSIDERATIONS

The proposed fees are consistent with the Water and Wastewater Rate Study presented to Council in March of 2019. These fee changes will help ensure the long-term financial sustainability of the Town's Water and Wastewater systems.

#### **CONSULTATIONS**

Tiffany Hong, Manager of Financial Services Watson & Associates Economists Ltd.

#### **RECOMMENDATION**

That Council adopts By-law 26-2020, being a by-law to impose a water rate and sewage rates.

Ryan McLeod

Ryan McLeod, CPA, CA Director of Financial Services

#### THE CORPORATION OF THE TOWN OF KINGSVILLE

#### **DRAFT BY-LAW 26-2020**

### Being a by-law to impose a Water Rate and Sewage Rates

**WHEREAS** pursuant to section 391 of the *Municipal Act, 2001*, S.O. 2001, c.25 (the "Act"), a municipality may pass by-laws imposing fees or charges on persons:

- a) for services or activities provided or done by or on behalf of it;
- b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- c) for the use of its property including property under its control,

and such fee or charge imposed for capital costs related to services or activities may be imposed on persons not receiving an immediate benefit from the services or activities but who will receive a benefit at some later point in time.

**AND WHEREAS** the costs included in a fee or charge may include costs incurred by the municipality related to administration, enforcement and the establishment, acquisition and replacement of capital assets.

**AND WHEREAS** section 394(2) of the Act provides that a fee or charge may be based on, be in respect of or be computed by reference to the location of the property, the physical characteristics of property, including buildings and structures on the property, or the zoning of property or other land use classification.

**AND WHERES** section 1 of the Act indicates that the definition of a "public utility" includes a system that is used to provide water and sewage for the public.

**AND WHEREAS** section 398 of the Act indicates that fees and charges for the supply of a public utility imposed by a municipality on a person constitute a debt of the person to the municipality and that such fees and charges may be added to the tax roll for the property in the municipality to which the public utility was supplied and be collected in the same manner as municipal taxes.

**AND WHEREAS** section 81of the Act provides that, in addition to recovering all fees and charges payable, a municipality may, on reasonable notice, shut off the supply of a public utility to land if fees or charges payable by the owners or occupants of the land for the supply of the public utility to the land are overdue.

**AND WHEREAS** Council of The Corporation of the Town of Kingsville deems it expedient to consolidate the provisions of the aforementioned by-laws, establish new Sewage Service Areas and impose a Water Rate and Sewage Rates.

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

#### **Definitions**

- 1. "Capital Surcharge" refers to a fixed rate established to finance the replacement of water mains and other water system capital expenditures.
- 2. "Commercial" means property classified as such by the Municipal Property Assessment Corporation.
- 3. "Distribution Rate" refers to a volume based rate established to finance the operating and administrative costs associated with maintaining the Town's water distribution network.
- 4. "Foreign Worker Housing" means a building used for the residential housing of workers who work in the agriculture industry, including, but not limited to, work in a Greenhouse.
- 5. "Greenhouse" means any building or portion of a building producing Greenhouse Sewage which is discharged into the Sewage Works, either directly or through a secondary treatment process.
- 6. "Greenhouse Sewage" means Sewage resulting directly from the process of growing plants, including, but not limited to watering, fertilizing, cultivating and/or exhibiting plants, in a building with transparent or semi-transparent walls and/or roof, under controlled conditions.
- 7. "Industrial" means property classified as such by the Municipal Property Assessment Corporation.
- 8. "Multi-residential" means property classified as such by the Municipal Property Assessment Corporation.
- 9. "Residential" means property classified as such by the Municipal Property Assessment Corporation.
- 7.1 "Residential Unit" means a self-contained set of rooms located in premises and contains kitchen and bathroom facilities that are intended for the use of the unit only.
- 10. "Sewage" means any liquid waste containing animal, vegetable or mineral or nutrient matter in solution or in suspension.
- 11. "Sewage Rate" means the fee and charge imposed for the purpose of raising funds to pay all or a portion of the capital costs of the Sewage Works or for the operation, repair and maintenance of the Sewage Works and any reserve fund for such purpose.
- 12. "Sewage Area 1 Rate" means the corresponding Sewage Rate for the identified property or building located in the area indicated in Schedule B attached to and forming part of this By-law and serviced by the "Cottam Facility".
- 13. "Sewage Area 2 Rate" means the corresponding Sewage Rate for the identified property or building located in the area indicated in Schedule B attached hereto and forming part of this By-law and serviced by the "Lakeshore West Facility".
- 14. "Sewage Area 3 Rate" means the corresponding Sewage Rate for the identified property or building located in the area indicated in Schedule B attached hereto and forming part of this By-law and serviced by the "Kingsville Facility".
- 15. "Sewage Works" means the collection, transmission, storage, treatment and disposal of Sewage and any systems or works required for the same.

- 16. "Water" means potable water.
- 17. "Water Rate" means the fee and charge imposed for the purpose of raising funds to pay for Water and all or a portion of the capital costs of the Water Works or for the operation, repair and maintenance of the Water Works and any reserve fund for such purpose.
- 18. "Water Works" means the provision and distribution of Water and any systems or works required for the same.
- 19. "Wholesale Rate" refers to a volume rate based on the rates established by Union Water Supply System for the supply of water.

#### **Water Rate**

- 20. The Water Rates as set out in Schedule "A" attached hereto and forming part of this By-law is hereby imposed on those owners, occupants or tenants of property who benefit from or who may benefit from Water Works.
- 21. The Capital Surcharge as set out in Schedule "A" shall apply to every active water service connection located on a property. A water service connection is considered active if it is in use or expected to be in use at any point during the next 12 month period.
- 22. Municipally owned splash pads shall be exempt from the Distribution Rate outlined in Schedule A.

#### **Sewage Rates**

- 23. The Sewage Rates as set out in Schedule "C" attached hereto and forming part of this By-law are hereby imposed on those owners, occupants or tenants of the following:
  - a) a property or building that is connected to the Sewage Works, or
  - b) a property that is not connected to the Sewage Works, but has the facilities to produce Sewage and has frontage adjacent to any part of the Sewage Works.
- 24. For greater certainty:
  - a. In the Residential Area, in the event there are one or more Residential Units on the property or in the building, the Sewer Rate imposed shall be imposed for each Residential Unit;
  - b. The owner, occupant or tenant of the remainder of the property upon which a Greenhouse (or portion thereof) or Foreign Worker housing is located shall remain subject to the Sewage Rate applicable to that property.
- 25. The owners, occupants or tenants of property or that portion of a property as described in Schedule "D" are exempt from section 19 of this By-law.
- 26. The owners, occupants or tenants of properties described in Schedule "E" are exempt from section 19 of this By-law until such time as said property is connected to the Sewage Works.
- 27. Funds raised from Sewage Rates shall be allocated as follows:
  - a. 25% Capital Reserve
  - b. 75% Operation of Sewage System

#### **General**

- 28. In the event that a property does not appear to be, in whole or in part, within a Sewage Area as indicated in Schedule B, such property shall be deemed to be within the Sewage Area that is closest to said property.
- 29. If any court finds that any provision of this By-law is ultra vires or invalid, such provision shall be deemed to be severable and shall not invalidate any other provisions of this By-law which shall remain in full force and effect.
- 30. By-law 34-2019 and all amendments thereto, be and are hereby repealed on the effective date(s) of this by-law.
- 31. This by-law, and all attached schedules shall come into effect on April 1, 2020, save and except the following;
  - a. Sewage Area 1 Rates (Cottam Facility) effective April 15, 2020.
  - b. Sewage Area 2 Rates (Lakeshore West Facility) effective June 15, 2020
  - Sewage Area 3 Rates (Kingsville Facility) effective May 15, 2020

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF MARCH, 2020.

MAYOR, Nelson Santos
CLERK, Jennifer Astrologo

## **SCHEDULE "A"**

## **WATER RATES**

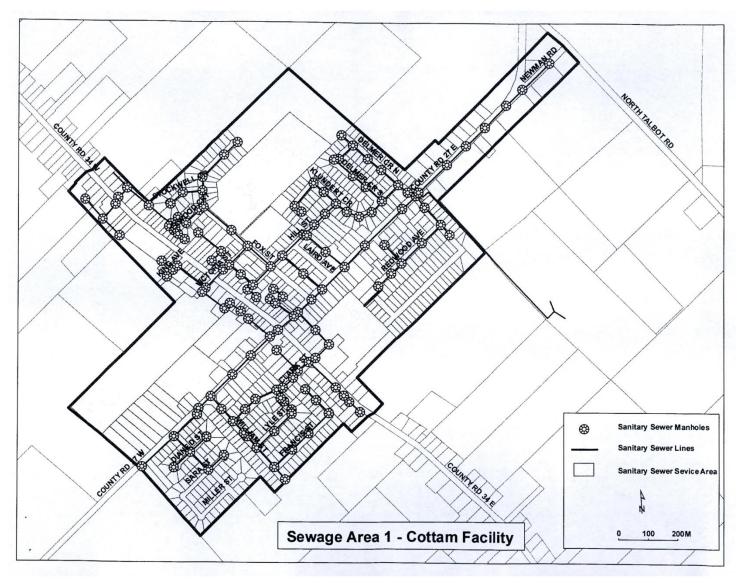
## **Volume Rates**

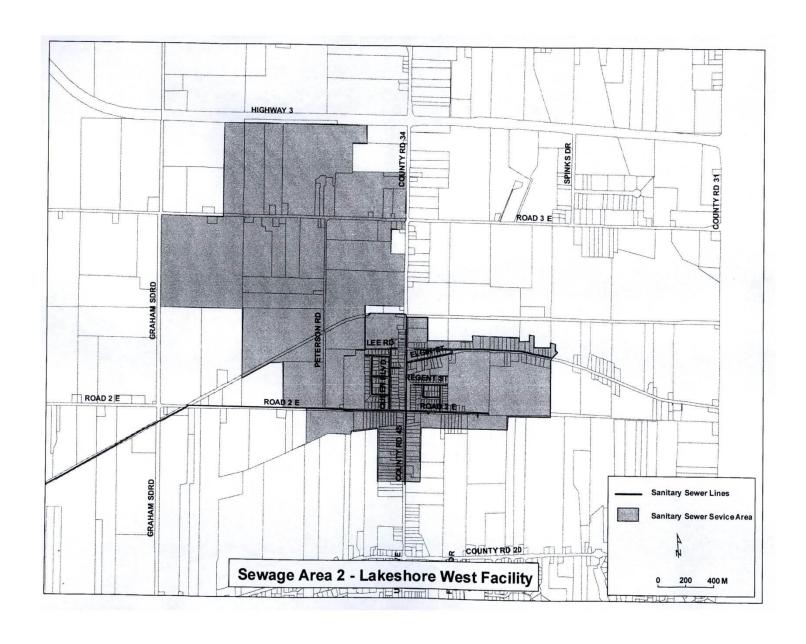
Wholesale	<del>\$0.62</del>	per m <sup>3</sup>
Distribution	<mark>\$0.35</mark>	per m <sup>3</sup>
TOTAL	<mark>\$0.97</mark> \$1.00	per m <sup>3</sup>

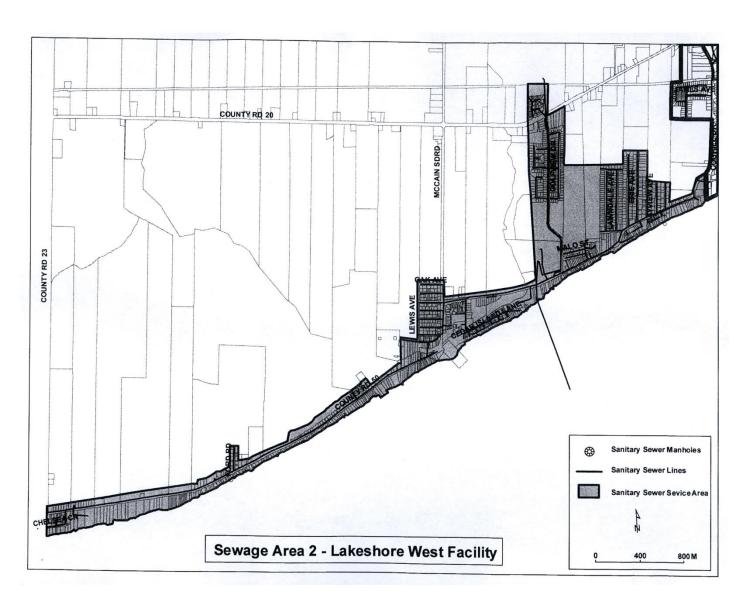
## **Fixed Rates**

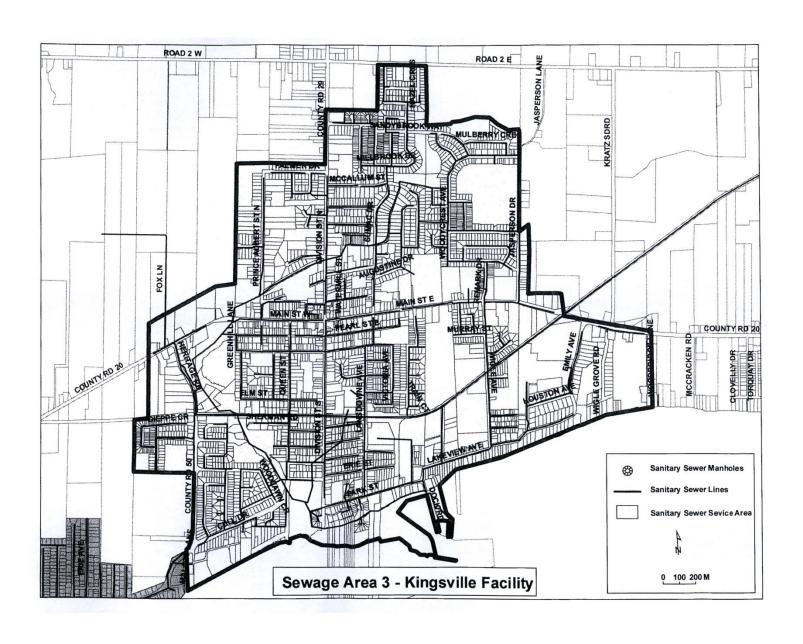
Capital Surcharge \$20.25 \$21.55 per Quarter

# SCHEDULE "B" SEWAGE SERVICE AREAS









## SCHEDULE "C"

## **SEWAGE RATES**

Property or Building	Sewage Area 1 Rates Cottam Facility
Residential	<ul> <li>Flat Charge - \$89.00 per quarter per resident unit</li> <li>Base Charge - \$60.00 per quarter per residential unit, plus</li> <li>Volume Charge - \$0.65 per m3 of water volume</li> </ul>
Multi-Residential, Commercial, Industrial	Maximum sewage charges - \$120 per quarter per residential unit  - 130% of total water charges  - \$1.35 per m3 of water volume
Greenhouse	• \$1.29 \$1.35 per m3 of sewage discharge
Foreign Worker Housing	<ul> <li>Occupant Load / 3.2 x \$89.00 per quarter</li> <li>Base Charge - \$20.00 per quarter per occupant (based on maximum occupant load), plus</li> <li>Volume Charge - \$0.65 per m3 of water volume</li> </ul>

Property or Building	Sewage Area 2 Rates Lakeshore West Facility		
Residential	<ul> <li>Flat Charge - \$87.00 per quarter per resident unit</li> <li>Base Charge - \$60.00 per quarter per residential unit, plus</li> <li>Volume Charge - \$0.60 per m3 of water volume</li> <li>Maximum sewage charges - \$120 per quarter per residential unit</li> </ul>		
Multi-Residential, Commercial, Industrial	<ul> <li>130% of total water charges</li> <li>\$1.35 per m3 of water volume</li> </ul>		
Greenhouse	• \$1.29 \$1.35 per m3 of sewage discharge		
Foreign Worker Housing	<ul> <li>Occupant Load / 3.2 x \$87.00 per quarter</li> <li>Base Charge - \$20.00 per quarter per occupant (based on maximum occupant load), plus</li> <li>Volume Charge - \$0.60 per m3 of water volume</li> </ul>		

Property or Building	Sewage Area 3 Rates Kingsville Facility
Residential	<ul> <li>Flat Charge - \$87.00 per quarter per resident unit</li> <li>Base Charge - \$60.00 per quarter per residential unit, plus</li> <li>Volume Charge - \$0.60 per m3 of water volume</li> <li>Maximum sewage charges - \$120 per quarter per residential unit</li> </ul>
Multi-Residential, Commercial, Industrial	<ul> <li>130% of total water charges</li> <li>\$1.35 per m3 of water volume</li> </ul>
Greenhouse	• \$1.29 \$1.35 per m3 of sewage discharge
Foreign Worker Housing	<ul> <li>Occupant Load / 3.2 x \$87.00 per quarter</li> <li>Base Charge - \$20.00 per quarter per occupant (based on maximum occupant load), plus</li> <li>Volume Charge - \$0.60 per m3 of water volume</li> </ul>

#### **SCHEDULE "D"**

Irrigation Systems located on a Commercial property if such system is independently metered

Ice Making Systems located on the property owned by the Town of Kingsville and the Kingsville Port Users Association and existing as of the date of the passing of this By-law (includes the former Kingsville Fisherman's Co-Op Ice; 215 Industry Road, LaNassa Seafood Ice Water Meter and All Temp Foods Ltd. Ice Water Meter)

197 Pineway Park 137 County Road 34E 143 County Road 34E 1875 County Road 34 E

## **SCHEDULE "E"**

203 County Road 34 W

198 County Road 27E

204 County Road 27E

46 County Road 27 W

48 County Road 27 W

50 County Road 27 W

54 County Road 27 W 56 County Road 27 W

58 County Road 27 W

60 County Road 27 W

62 County Road 27 W

68 County Road 27 W

3/3/2020 4:03:01 PM dbroda

**Town of Kingsville** 

**Council Summary Report** 

From: Ranges: Vendor ID: **First Vendor Name: First Cheque Date:** 2/1/2020

System:

User ID:

To: Last Last 2/29/2020 Page:

\$0.00

Sorted By: **Cheque Number** 

Distribution Types Included:

**PURCH** 

Cheque	Cheque	Vendor		
Number	Date	Name	Description	Amount

**Total For Department** 

				¥ 3 1 3 3
000				
0072110 *	2/5/2020	Anthony Abraham	RFND DEP - 112 GOLFVIEW DR 01-000-000-21410	\$1,000.00
0072110 *	2/5/2020	Anthony Abraham	RFND DEP - 62 CONSERVATION BLV 01-000-000-21410	\$1,000.00
0072110*	2/5/2020	Anthony Abraham	RFND DEP - 202 BERNATH ST 01-000-000-21410	\$1,000.00
0072112 *	2/5/2020	Agris Co-operative Ltd.	RFND DEP - 8 CTY RD 27 W 01-000-000-21410	\$1,000.00
0072115 <del>·</del>	2/5/2020	BDM Millwrights Inc	RFND DEP - 8 COUNTY RD 27 01-000-000-21410	\$1,000.00
0072118 *	2/5/2020	Matthew Biggley	RFND DEP - 321 LAKEVIEW AVE 01-000-000-21410	\$1,000.00
0072142*	2/5/2020	Gagnon Demolition Inc	RFND DEP - 1117 CAMPBELL LANE 01-000-000-21410	\$1,000.00
0072145*	2/5/2020	I.B.E.W. #636	REMITTANCE JAN 12-25, 2020 01-000-000-21006	\$791.12
0072150*	2/5/2020	Kingsville Fire Fighter Assoc	REMITTANCE - DEC 2019 01-000-000-21014	\$336.00
0072151 *	2/5/2020	Lakeland Homes Ltd	RFND DEP - 8 LUKAS DR 01-000-000-21410	\$1,000.00
0072152 *	2/5/2020	Lakeshore Contracting	RFND DEP - 51 VIOLA CRES 01-000-000-21410	\$1,000.00
0072163 *	2/5/2020	Bernard Mulcaster	RFND DEP - 211 ROAD 8 W 01-000-000-21410	\$1,000.00
0072165* 0072170*	2/5/2020 2/5/2020	Noah Homes Salvatore Pannunzio	RFND DEP - 1695 REGENT ST 01-000-000-21410 RFND DEP - 2533 ALBUNA TOWNLIN	\$1,000.00 \$1,000.00
0072176*	2/5/2020	Reg Clark Trucking Ltd.	01-000-000-21410 REMOVE SAND - FRONT RD DRAIN	\$1,000.00
0072170*	2/5/2020	Michael Schaafsma	01-000-023-14080 RFND DEP - 24 ROAD 8 E	\$1,000.00
0072184*	2/5/2020	Michael Sheehan	01-000-000-21410 RFND DEP - 137 PEARL ST W	\$1,000.00
0072185 *	2/5/2020	Shilson Excavation & Trucking I	01-000-000-21410	\$16,098.42
0072185,	2/5/2020	_	01-000-023-14080 INSTALL CULVERT-176 ROAD 3 E	\$15,795.00
0072192*	2/5/2020	TD Canada Trust	01-000-006-13199 RFND OVERPYMT 570-08450	\$407.67
		;	<b>200</b> 000-031-21418	
4				

System: 3/3/2020 User ID: dbroda

4:03:01 PM

Town of Kingsville Council Summary Report

Page: 2

Cheque Number	Chec Date	que Vendor	Description	Cheque Amount
0072200 *	2/5/2020	Don Walker	RFND DEP - 1328 TORQUAY DR 01-000-000-21410	\$1,000.00
0072202 *	2/5/2020	Winmar Leamington	01-000-000-21410 RFND DEP - 893 MCRAE AVE 01-000-000-21410	\$1,000.00
0072220 *	2/6/2020	Minister of Finance (debenture	TITLE DEBENTURE 10-2014 01-000-052-60441	\$3,726.09
0072220 *	2/6/2020	Minister of Finance (debenture	TITLE DEBENTURE 10-2014 01-000-052-60442	\$1,260.26
0072220*	2/6/2020	Minister of Finance (debenture		\$2,988.83
0072220*	2/6/2020	Minister of Finance (debenture		\$570.91
0072221*	2/6/2020	HYDRO ONE	Streetlights - Dimar Dr 01-000-006-13199	\$29.02
0072241 <sub>*</sub>	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$350.00
0072241 *	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$100.00
0072241 *	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$150.00
0072241 *	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$150.00
0072241*	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$350.00
0072241*	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$350.00
0072241*	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$150.00
0072241*	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$150.00
0072241 *	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$350.00
0072241*	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$250.00
0072241 *	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-000-006-12062	\$350.00
0072251	2/6/2020	Municipality of Leamington	LTW TRANSIT FARES - DEC 2019 01-000-030-21387	\$150.00
0072252*	2/6/2020	N.J. Peralta Engineering Ltd.	KUNCH DRAIN 01-000-023-14080	\$3,424.22
0072254 *	2/6/2020	Pro Bid Contractors Ltd.	CB, PIPING,DITCHING-SETTERINGT 01-000-006-13199	\$6,266.15
0072256 *	2/6/2020	Shilson Excavation & Trucking	I EMERGENCY BR REPAIR-74 CTY RD8 01-000-023-14080	\$22,989.61
0072256*	2/6/2020	Shilson Excavation & Trucking	I ACCESS BRIDGE - 330 ROAD 8 01-000-006-13199	\$14,925.50
0072280 *	2/13/2020	Karl Smisek	RFND DEP - 1328 ORCHARD BLVD 01-000-000-21413	\$150.00
0072287	2/13/2020	Workplace Safety & Insurance		\$19,975.82
0072319 *	2/19/2020	Colette Cazabon	RFND DEP - 3442 CTY RD 23 01-000-000-21410	\$1,000.00
0072320 *	2/19/2020	Chapman Signs	01-000-000-21410 ST SIGNS-PORRONE/QUEENS VALLEY 01-000-006-13199	\$685.02
0072328 *	2/19/2020	David DelGreco	DEP RFND - 1500 UNION AVE 01-000-000-21410	\$1,000.00
0072330	2/19/2020	Discovery School	2020 INTERIM CHARITY REBATE 2001;000-031-21418	\$520.87

System: User ID:

Cheque

Number

3/3/2020 dbroda

4:03:01 PM

Cheque

Date

Vendor

Name

## **Town of Kingsville Council Summary Report**

Description

Page:

3

Cheque Amount

0072345	2/19/2020	I.B.E.W. #636	REMITTANCE JAN 26 - FEB 8,2020	\$1,555.79
0072384	2/19/2020	Royal Benefits Inc	01-000-000-21006 BENEFITS CLAIM - JAN 2020	\$37.44
0072390	2/19/2020	South Essex Community Counc	01-000-006-12002 2020 INTERIM CHARITY REBATE 01-000-031-21418	\$563.48
0072397 *	2/19/2020	TD Canada Trust	RND OVERPYMT 210-01106	\$1,418.06
0072431 *	2/19/2020	Shilson Excavation & Trucking I	01-000-031-21418 EMERG REPAIR-7TH & GRAHAM 01-000-006-13199	\$6,418.00
0072443*	2/27/2020	Receiver General for Canada	RFND OVERPYMT - POLLING SITE 01-000-031-21418	\$3,361.75
0072443 *	2/27/2020	Receiver General for Canada	RFND OVERPYMT - POLLING SITE	\$423.75
0072444 *	2/27/2020	Kevin Shaften	01-000-031-21418 DEP RFND - 1483 UNION AVE 01-000-000-21410	\$1,000.00
		Total For Depart	ment 000	\$146,951.40
<u>110</u>	_			
0072179	2/5/2020	Nelson Santos	TRV'L-2020 ROMA CONFERENCE	\$104.74
0072194	2/5/2020	Telus Mobility	01-110-100-60253 CELL PHONE - JAN 28-FEB 27/20	\$45.79
0072311	2/19/2020	Association of Municipalities of	01-110-099-60327 2020 AMO CONF-DEYONG,NEUFELD	\$752.01
0072311	2/19/2020	Association of Municipalities of	01-110-104-60253 2020 AMO CONF-DEYONG,NEUFELD 01-110-105-60253	\$813.06
		Total For Depart	ment 110	\$1,715.60
<u>112</u>	-			
0072122	2/5/2020	Canada Post Corporation	INTERIM TAX NOTICES	\$7,556.37
0072123	2/5/2020	Cheema Cleaning Services Ltd	01-112-099-60303 CLEANING SERVICES - JAN 2020 01-112-099-60341	\$2,289.60
0072126	2/5/2020	Cintas Canada Limited	TOWN HALL - MATS 01-112-099-60315	\$90.25
0072129	2/5/2020	Compugen Inc.	TREASURY/CLERKS COPIES	\$418.22
0072140	2/5/2020	Fire Safety Services	01-112-099-60311 SERVICE - FIRE EXTINGUISHERS	\$300.95
0072140	2/5/2020	Fire Safety Services	01-112-099-60315 SERVICE - FIRE EXTINGUISHERS	\$96.67
0072153	2/5/2020	LBC Capital	01-112-099-60315 FRONT COUNTER PRINTER	\$72.30
0072157	2/5/2020	Merchant Paper Company	01-112-099-60311 TOWN HALL - SUPPLIES	\$195.79
0072159	2/5/2020	Mettawas Station	01-112-099-60315 LUNCH - BUDGET MTG #2 01-112-099-60317	\$215.73

System: 3/3/2020

User ID:

dbroda

4:03:01 PM

## **Town of Kingsville**

**Council Summary Report** 

Page:

Cheque Vendor Cheque Cheque Description **Amount** Number **Date** Name 2/5/2020 0072161 Monarch Office Supply OFFICE SUPPLIES - JAN 2020 \$59.36 01-112-099-60301 2/5/2020 Pearsall Marshall Halliwell & Se REG OF BYLAW 2-2020 85 SPRUCE \$999.05 0072171 01-112-099-60319 2/5/2020 Personnel by Elsie \$167.15 0072172 SERVICES WK ENDING - 01/26/20 01-112-072-60128 0072173 2/5/2020 Pesce & Associates Inc ORG REVIEW - CONSULTANT FEES \$8,547.83 01-112-360-71960 0072183 2/5/2020 Jennifer Setterington AMCTO TRN'G - PMPC COURSE 50% \$183.17 01-112-098-60254 CELL PHONE - JAN 28-FEB 27/20 2/5/2020 **Telus Mobility** 0072194 \$174.68 01-112-099-60327 HYDRO ONE 0072221 2/6/2020 2021 Division Admin #J027150 \$2,436.72 01-112-099-60314 0072223 2/6/2020 Purolator Courier Service **COURIER SERVICES** \$31.67 01-112-099-60305 0072227 2/6/2020 Boghosian + Allen LLP **INSURANCE CLAIM -**\$2,538.63 01-112-099-60313 2/6/2020 Cheema Cleaning Services Ltd CLEANING SERVICES - DEC 2019 \$2,026.19 0072228 01-112-099-60341 0072236 2/6/2020 Elegant Touch XMAS PARTY DECOR - 2019 \$2,354.72 01-112-099-60317 0072237 2/6/2020 **Ergonow Incorporated** \$48.34 CHAIR ASSESSMENT - PEGGY 01-112-099-60319 2/6/2020 Hicks Morley Hamilton Stewart: PROF FEES - LEGAL 0072245 \$773.38 01-112-099-60319 0072247 2/6/2020 McTague Law Firm K'VILLE LEGAL FEES \$7,573.65 01-112-099-60319 2/6/2020 Monarch Office Supply 0072250 CABINET SHELVE- EA OFFICE \$280.86 01-112-099-60358 Monarch Office Supply 0072250 2/6/2020 CABINETS FOR EA OFFICE \$629.89 01-112-099-60358 2/6/2020 Pearsall Marshall Halliwell & Se LAKE DR EASEMENT AGREEMENT \$1,099.01 0072253 01-112-099-60319 Pearsall Marshall Halliwell & Se EASEMENT-151 TRAIN & 195 MAIN 0072253 2/6/2020 \$1,396.66 01-112-099-60319 0072253 2/6/2020 Pearsall Marshall Halliwell & Se REG - DASILVA EASEMENT \$453.10 01-112-099-60319 2/13/2020 Enbridge Gas Inc. 2021 Division Rd N - Town Hall \$557.67 0072270 01-112-099-60314 2/13/2020 TD Canada Trust - RM Visa \$49.00 0072284 2020 ANNUAL FEE 01-112-099-60346 0072288 2/14/2020 2nd Cottam Scouts 2020 GRANT APPLICATION \$2,000.00 01-112-200-60390 2/14/2020 Cedar Island Yacht Club 2020 GRANT APPLICATION \$5,130.00 0072290 01-112-200-60390 0072291 2/14/2020 Cottam United Church 2020 GRANT APPLICATION \$4,250.00 01-112-200-60390 0072292 2/14/2020 Discovery School \$1,854.00 2020 GRANT APPLICATION 01-112-200-60390 Jack Miner Migratory Bird Foun 2020 GRANT APPLICATION 0072294 2/14/2020 \$5,000.00 01-112-200-60390 0072295 2/14/2020 The Joan Cotte Arts Endowmer 2020 GRANT APPLICATION \$1,200.00 01-112-200-60390 2/14/2020 Kingsville District High School 2020 GRANT APPLICATION \$3,000.00 0072296 01-112-200-60390 0072297 2/14/2020 Kingsville Gosfield Heritage 2020 GRANT APPLICATION \$1,100.00 **20013**112-200-60390

3/3/2020 4:03:01 PM

System: 3/3/2020 User ID: dbroda

## Town of Kingsville Council Summary Report

vn of Kingsville Page: 5

Cheque Number	Chec Date	que Vendor	Description	Cheque Amount
0072298	2/14/2020	Kingsville Horticultural Society	2020 GRANT APPLICATION 01-112-200-60390	\$8,000.00
0072299	2/14/2020	Kingsville Pickleball Association		\$1,405.00
0072300	2/14/2020	Kingsville Essex Associated Bar		\$5,000.00
0072301	2/14/2020	Migration Hall	2020 GRANT APPLICATION 01-112-200-60390	\$3,000.00
0072302	2/14/2020	Rotary Club of Cottam	2020 GRANT APPLICATION 01-112-200-60390	\$3,000.00
072303	2/14/2020	Southwestern Ontario Gleaners	2020 GRANT APPLICATION 01-112-200-60390	\$2,000.00
072304	2/14/2020	Windsor Symphony Orchestra	2020 GRANT APPLICATION 01-112-200-60390	\$1,500.00
072305	2/14/2020	Arts Society of Kingsville	2020 GRANT APPLICATION 01-112-200-60390	\$2,000.00
0072306	2/14/2020	Arts Society of Kingsville	2020 GRANT APPLICATION 01-112-200-60390	\$3,000.00
072307	2/14/2020	ENSMHA Tournaments	2020 GRANT APPLICATION 01-112-200-60390	\$5,000.00
072313	2/19/2020	Jennifer Astrologo	TRNG - LAW SOCIETY PROGRAMS 01-112-099-60254	\$264.58
072317	2/19/2020	Bell Canada	2021 DIVISION RD N (PIPE)	\$559.68
072317	2/19/2020	Bell Canada	01-112-099-60327 2021 Division Rd N	\$693.44
072321	2/19/2020	Cintas Canada Limited	01-112-099-60327 TOWN HALL - MATS	\$90.25
072323	2/19/2020	Compugen Finance Inc.	01-112-099-60315 TOWN HALL COPIER LEASE	\$768.94
072326	2/19/2020	Culligan Water	01-112-099-60311 WATER COOLER - TOWN HALL	\$28.44
072335	2/19/2020	Fastenal Canada	01-112-099-60315 CHAIR RACK - TOWN HALL	\$77.16
072335	2/19/2020	Fastenal Canada	01-112-099-60315 CHAIR RACK - TOWN HALL	\$50.99
072339	2/19/2020	Fushion Managed Services	01-112-099-60315 FRONT COUNTER - METER READ	\$80.00
072339	2/19/2020	Fushion Managed Services	01-112-099-60311 TONER	\$67.15
072352	2/19/2020	Kingsville Home Hardware	01-112-099-60301 TOWN HALL - CHAIR RACK	\$25.42
072352	2/19/2020	Kingsville Home Hardware	01-112-099-60315 TOWN HALL - CHAIR RACK	\$36.62
072357	2/19/2020	Marcotte Law	01-112-099-60315 WORKPLACE INVESTIGATION	\$3,824.35
072363	2/19/2020	Monarch Office Supply	01-112-099-60319 COUNCIL CHAIRS	\$101.75
072363	2/19/2020	Monarch Office Supply	01-112-099-60358 COUNCIL CHAIRS	\$366.31
072365	2/19/2020	Mousseau DeLuca McPherson	01-112-099-60358 NUISANCE BY-LAW	\$1,602.72
072371	2/19/2020	Ontario Municipal Administrator		\$401.95
072383	2/19/2020	Ricci, Enns, Rollier & Setterington	01-112-099-60320 RFND TAX CERT-28 YORK BLVD	\$75.00
0072384	2/19/2020	Royal Benefits Inc	01-112-066-41210 BENEFITS CLAIM - JAN 2020 2014112-072-60223	\$1,151.88

3/3/2020 4:03:01 PM Town of Kingsville Page: 6
dbroda Council Summary Report

		Counc	ii Gaiiiiiai y ixoport	
Cheque Number	Che Date	•	Description	Cheque Amount
0072387	2/19/2020	Shred-It International ULC	RECORDS ARCHIVE DESTRUCTION	\$102.67
0072388	2/19/2020	Sims Publications Incorporate	01-112-099-60317 d AD - TAX NOTICES 01-112-099-60306	\$125.01
0072400	2/19/2020	Thomson Reuters Canada	WESTLAW SUBSCRIPTION- JAN 2020 01-112-099-60320	\$124.61
0072401	2/19/2020	Tri-County Copiers Plus	ARENA/ADMIN COPIES 01-112-099-60311	\$53.13
0072402	2/19/2020	Truax Lumber	TOWN HALL - CHAIR CART 01-112-099-60315	\$48.79
0072417	2/19/2020	Cheema Cleaning Services Lt	d CLEANING SERVICES - DEC 2019	\$263.41
0072422	2/19/2020	ESC Corporate Services Ltd	01-112-099-60341 MINUTE BOOK PAPER	\$43.29
0072440	2/27/2020	Minister of Finance (EHT)	01-112-099-60301 2019 EHT ANNUAL RETURN 01-112-072-60206	\$24.09
		Total For Depa	rtment 112	\$112,535.93
<u>114</u>				
0072113	2/5/2020	Applied Computer Solutions In	oc SERVICE WORK - JAN 2020 01-114-099-60310	\$349.80
0072130	2/5/2020	Corp. of the County of Essex	WEBSITE SOFTWARE - 2020	\$1,433.89
0072136	2/5/2020	Empire Communications	01-114-099-60309 TOWN HALL - SECURITY SYS R&M	\$111.94
0072186	2/5/2020	SHI CANADA ULC	01-114-099-60309 EMAIL LICENSES - COUNCIL	\$389.35
0072194	2/5/2020	Telus Mobility	01-114-099-60309 CELL PHONE - JAN 28-FEB 27/20 01-114-099-60327	\$91.58
0072331	2/19/2020	Empire Communications	ALARM REPAIR - TOWN HALL 01-114-099-60309	\$111.94
		Total For Depa	rtment 114	\$2,488.50
<u>120</u>				
0072251	2/6/2020	Municipality of Leamington	ANIMAL CTRL - TRAPPING NOV-DEC 01-120-280-60124	\$712.32
0072342	2/19/2020	Harrow Animal Hospital	CAT VOUCHER PROGRAM #4 & 5	\$150.00
0072411	2/19/2020	Windsor Essex County Human	01-120-280-60377 n∈ ANIMAL CONTROL CATS - JAN 2020 01-120-280-60125	\$175.00
0072428	2/19/2020	Municipality of Leamington	ANIMAL CTRL-TRAPPING MAR-JUNE 01-120-280-60124	\$11,895.74
		Total For Depa	rtment 120	\$12,933.06

<u>121</u>

System:

User ID:

System: User ID:

3/3/2020 dbroda

4:03:01 PM

## Town of Kingsville Council Summary Report

Page: 7

Cheque Number	Che Date	•	Description	Cheque Amount
0072119	2/5/2020	Laurie Bilokraly	REFRESHMENTS - LASALLE MTG 01-121-099-60317	\$33.82
0072123	2/5/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - JAN 2020 01-121-099-60341	\$356.16
0072123	2/5/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - JAN 2020 01-121-099-60341	\$183.17
0072126	2/5/2020	Cintas Canada Limited	FIRE - MAT SERVICE 01-121-099-60315	\$76.29
0072127	2/5/2020	Cogeco Connexion Inc.	FIRE - TOWER & SHELTER 01-121-099-60311	\$610.56
0072133	2/5/2020	Jeff Dean	CLEANSING DECON WIPES 01-121-100-60705	\$103.23
0072133	2/5/2020	Jeff Dean	MESH SACK - 25L 01-121-099-60756	\$37.14
0072139	2/5/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$273.84
0072149	2/5/2020	Kingsville Home Hardware	FIRE - SHOP TOWELS 01-121-099-60315	\$30.51
0072149	2/5/2020	Kingsville Home Hardware	CANADIAN FLAG 01-121-099-60315	\$36.62
0072149	2/5/2020	Kingsville Home Hardware	FIRE - FACILITY MAIN'T 01-121-099-60315	\$5.38
0072149	2/5/2020	Kingsville Home Hardware	FIRE - OFFICE SUPPLIES 01-121-099-60315	\$22.38
0072154	2/5/2020	Levitt-Safety	ANNUAL SERVICE 01-121-099-60315	\$2,520.33
0072160	2/5/2020	M&L Supply	FIRE - GLOVES 01-121-099-60701	\$1,043.96
0072160	2/5/2020	M&L Supply	FIRE - HYDRANT BAG 01-121-099-60316	\$184.70
0072161	2/5/2020	Monarch Office Supply	OFFICE SUPPLIES - JAN 2020 01-121-099-60301	\$86.46
0072162	2/5/2020	Scott Moore	FIRE INVESTIGATIONS CAMERA 01-121-099-60358	\$152.62
0072162	2/5/2020	Scott Moore	OMFPOA MEMBERSHIP DUES 2020 01-121-099-60320	\$135.08
0072175	2/5/2020	Receiver General for Canada	FIRE - RADIO RENEWAL 01-121-099-60327	\$3,249.96
0072187	2/5/2020	Signs by Nommel	TECH RESCUE ACCOUNTABILITY BRD 01-121-099-60756	\$242.19
0072190	2/5/2020	Southwest Diesel Service Inc	124 - WIRING HARNESS COVER 01-121-099-60316	\$93.64
0072194	2/5/2020	Telus Mobility	CELL PHONE - JAN 28-FEB 27/20 01-121-099-60327	\$203.52
0072195	2/5/2020	Thames Communications Ltd.	RADIO & PAGERS 01-121-099-60702	\$381.04
0072213	2/6/2020	E.L.K. Energy Inc	120 Fox St	\$198.26
0072228	2/6/2020	Cheema Cleaning Services Ltd	01-121-099-60314 CLEANING SERVICES - DEC 2019	\$315.18
0072228	2/6/2020	Cheema Cleaning Services Ltd	01-121-099-60341 CLEANING SERVICES - DEC 2019	\$162.09
0072242	2/6/2020	Fire Marshal's Public Fire Safety		\$151.72
0072242	2/6/2020	Fire Marshal's Public Fire Safety		\$394.29
0072260	2/6/2020	Town of Kingsville (water)	01-121-072-60118 120 Fox St <b>2016</b> 121-099-60314	\$129.62

3/3/2020 4:03:01 PM

System: 3/3/2020 User ID: dbroda

### Town of Kingsville Council Summary Report

wn of Kingsville Page: 8

Cheque Number	Che Date	-	Description	Cheque Amount
0072261	2/6/2020	Work Authority	BOOTS - SORRELL 01-121-072-60216	\$86.49
0072270	2/13/2020	Enbridge Gas Inc.	120 Fox St 01-121-099-60314	\$467.88
0072310	2/19/2020	Allstream Business Inc	Fire Emergency Calls 01-121-099-60327	\$41.74
0072321	2/19/2020	Cintas Canada Limited	FIRE - MATS 01-121-099-60315	\$83.16
0072327	2/19/2020	DeLage Landen	FIRE - COPIER LEASE 01-121-099-60311	\$137.83
0072332	2/19/2020	Enbridge Gas Inc.	1720 Division Rd N 01-121-099-60314	\$594.42
0072336	2/19/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$84.01
0072338	2/19/2020	Fluent IMS	2020 MEMBERSHIP 01-121-099-60327	\$1,017.60
0072352	2/19/2020	Kingsville Home Hardware	FIRE - E CABLE 01-121-099-60315	\$21.01
0072361	2/19/2020	M&L Supply	FIRE - NORTH IRONS 01-121-099-60358	\$1,063.29
0072370	2/19/2020	HYDRO ONE	1720 Division Rd N 01-121-099-60314	\$701.54
0072374	2/19/2020	Chuck Parsons	BANDAIDS 01-121-100-60705	\$15.24
0072376	2/19/2020	Phasor Industrial	FIRE - 110V FOR INTERNET 01-121-099-60315	\$465.25
0072378	2/19/2020	Purolator Courier Service	COURIER SERVICES 01-121-099-60305	\$4.08
0072384	2/19/2020	Royal Benefits Inc	BENEFITS CLAIM - JAN 2020 01-121-072-60222	\$481.50
0072391	2/19/2020	Southwest Diesel Service Inc	123 - NEW BLOWER FAN 01-121-099-60316	\$593.98
0072391	2/19/2020	Southwest Diesel Service Inc	219 - ABS SENSOR 01-121-099-60316	\$493.81
0072396	2/19/2020	Talbot Marketing Inc.	FIRE - VERMEULEN PANTS 01-121-072-60216	\$58.87
0072412	2/19/2020	Windsor Factory Supply	FIRE - N95 MASK 01-121-100-60705	\$36.62
0072412	2/19/2020	Windsor Factory Supply	FIRE - N95 MASK 01-121-100-60705	\$74.18
0072412	2/19/2020	Windsor Factory Supply	FIRE - N95 MASK 01-121-100-60705	\$148.36
0072415	2/19/2020	Xerox Canada Ltd.	XEROX - DEC 26/19 - JAN 26/20 01-121-099-60311	\$28.75
0072417	2/19/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - DEC 2019 01-121-099-60341	\$40.98
0072417	2/19/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - DEC 2019 01-121-099-60341	\$21.07
0072418	2/19/2020	Cintas Canada Limited	FIRE - MATS 01-121-099-60315	\$45.53
0072424	2/19/2020	Fire Marshal's Public Fire Safet		\$53.62
0072424	2/19/2020	Fire Marshal's Public Fire Safet	TRAINING MATERIAL 01-121-098-60254	\$198.77

3/3/2020 4:03:01 PM

Cheque

**Date** 

Vendor

Name

3/3/2020 dbroda

Cheque Number

System:

User ID:

## Town of Kingsville Council Summary Report

Description

own of Kingsville Page:

9

Cheque

**Amount** 

**Total For Department** \$18,473.34 121 122 0072121 2/5/2020 Caesars Windsor TRAIN - CIT ROOM DEPOSIT \$500.00 01-122-030-21390 2/5/2020 0072123 Cheema Cleaning Services Ltd CLEANING SERVICES - JAN 2020 \$1,922.24 01-122-099-60341 0072123 2/5/2020 Cheema Cleaning Services Ltd CLEANING SERVICES - JAN 2020 \$284.93 01-122-099-60341 2/5/2020 Cintas Canada Limited 0072126 **OPP - MATS** \$89.63 01-122-099-60315 2/5/2020 Cintas Canada Limited **OPP - MATS** \$89.63 0072126 01-122-099-60315 2/5/2020 Corp. of the County of Essex 0072130 PROMO - RENT FOR MEDIA EVENT \$203.40 01-122-030-21390 Fire Safety Services SERVICE - FIRE EXTINGUISHERS 0072140 2/5/2020 \$125.16 01-122-099-60315 0072179 2/5/2020 **Nelson Santos** TRV'L2020 OPP GOVERANCE SUMMIT \$362.36 01-122-098-60253 0072197 2/5/2020 Truax Lumber OPP - LED BULB, MAPLE STAIN \$83.54 01-122-099-60315 0072197 2/5/2020 Truax Lumber **OPP - SUPPLIES** \$27.14 01-122-099-60315 2/6/2020 CMHA-WECB **ENGAGE - MOBILE DEVICE DEV** \$10,000.00 0072209 01-122-030-21390 E.L.K. Energy Inc 0072213 2/6/2020 41 Division St S \$492.50 01-122-099-60314 0072228 2/6/2020 Cheema Cleaning Services Ltd CLEANING SERVICES - DEC 2019 \$1,701.10 01-122-099-60341 0072228 2/6/2020 Cheema Cleaning Services Ltd **CLEANING SERVICES - DEC 2019** \$252.15 01-122-099-60341 2/6/2020 Cintas Canada Limited 0072229 **OPP - MATS** \$89.63 01-122-099-60316 0072321 2/19/2020 Cintas Canada Limited **OPP - MATS** \$94.97 01-122-099-60315 Culligan Water 0072326 2/19/2020 WATER COLLER - OPP \$35.56 01-122-099-60301 0072332 2/19/2020 Enbridge Gas Inc. 41 Division St S \$328.68 01-122-099-60314 2/19/2020 Hotel-Dieu Grace Healthcare \$31,026.13 0072343 **EQUIP - 2019 DODGE CARAVAN** 01-122-030-21391 Hotel-Dieu Grace Healthcare 0072343 2/19/2020 **EQUIP - 2019 DODGE CARAVAN** \$31,026.13 01-122-030-21390 0072346 2/19/2020 John and Michelle Ivanisko COTTAM OPP LEASE - MARCH 2020 \$540.31 01-122-260-60342 0072352 2/19/2020 Kingsville Home Hardware OPP - T8 LAMPS & CONNECTORS \$43.70 01-122-099-60315 0072352 2/19/2020 Kingsville Home Hardware OPP - COAT HOOKS, PAINT \$71.17 01-122-099-60315 Kingsville Home Hardware 0072352 2/19/2020 **OPP - INTERVIEW RM LAMPS** \$21.35 01-122-099-60315 0072352 2/19/2020 Kingsville Home Hardware OPP - LAMPS \$21.35 01-122-099-60315 208

System: User ID: Town of Kingsville 3/3/2020 4:03:01 PM

Description

Page:

Cheque Amount

10

dbroda **Council Summary Report** Vendor Name

Cheque Date

Cheque Number

0072381	2/19/2020	Reliance Home Comfort	41 Division St S	\$37.61
0072382	2/19/2020	Ricoh Canada	01-122-099-60314 COPIER LEASE - OPP	\$287.06
0072417	2/19/2020	Cheema Cleaning Services Ltd		\$221.14
0072417	2/19/2020	Cheema Cleaning Services Ltd		\$32.78
0072439	2/27/2020	Hotel-Dieu Grace Healthcare	01-122-099-60341 ENG - HSJCC CONF	\$2,272.18
0072441	2/27/2020	Minister of Finance (OPP)	01-122-030-21390 OPP CONTRACT - FEB 2020	\$275,624.00
0072442	2/27/2020	Marc Rainford	01-122-072-60120 TRAIN - CIT PRESENTER FEES	\$1,000.00
0072445	2/27/2020	Aly Virji	01-122-030-21391 TRAIN - CIT SPEAKER HOTELS 01-122-030-21391	\$373.21
		Total For Depart	ment 122	\$359,280.74
<u>124</u>	_			
0072153	2/5/2020	LBC Capital	BLDG PRINTER FEB 15- MAY 14/20 01-124-099-60301	\$212.17
0072161	2/5/2020	Monarch Office Supply	OFFICE SUPPLIES - JAN 2020 01-124-099-60301	\$41.18
0072178	2/5/2020	Sam's Service Facility	15-02 - BRAKES & SERVICE	\$1,236.65
0072194	2/5/2020	Telus Mobility	01-124-099-60316 CELL PHONE - JAN 28-FEB 27/20	\$239.14
0072246	2/6/2020	Laser Art Inc.	01-124-099-60327 BLDG - UNIFORMS 01-124-072-60216	\$948.77
0072358	2/19/2020	MC Business Solutions Ltd	BLDG DEPT - COPIES 01-124-099-60301	\$112.38
0072364	2/19/2020	Jessica Mooney	TRAVEL - SEWAGE SYS CRSE 01-124-098-60254	\$923.30
0072365	2/19/2020	Mousseau DeLuca McPherson		\$488.45
		Total For Depart	ment 124	\$4,202.04
<u>130</u>	_			
0072114	2/5/2020	Association of Ontario Road Su	CERT RENEWAL - S MARTINHO 01-130-098-60254	\$157.73
0072131	2/5/2020	County Wide Tree Service	TREE REMOVAL - 1038 ROAD 3 W 01-130-138-60432	\$590.21
0072131	2/5/2020	County Wide Tree Service	TREE REMOVAL - 63 DIVISION RD 01-130-099-60426	\$653.81
0072141	2/5/2020	Fluid Basics Inc	15-01 - REPAIR CONTROLLER 01-130-099-60316	\$766.07
0072144	2/5/2020	Hurricane SMS Inc	STORM SEWER INSPECT-BAYVIEW	\$1,190.59
0072144	2/5/2020	Hurricane SMS Inc	01-130-099-60452 STORM SEWER FLUSH-BAYVIEW <b>200</b> 9130-099-60452	\$1,628.16

System:

3/3/2020 User ID: dbroda

4:03:01 PM

## Town of Kingsville Council Summary Report

Page:

11

Cheque Number	Che Date	eque Vendor e Name	Description	Cheque Amount
0072146	2/5/2020	Jeff Shepley Excavating Ltd.	CULVERT - TALBOT SERVICE RD 01-130-360-71924	\$6,146.30
0072147	2/5/2020	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$12,475.04
0072148	2/5/2020	Kelcom Radio Division	AVL AND RADIOS FOR FLEET 01-130-099-60460	\$761.93
0072149	2/5/2020	Kingsville Home Hardware	FENDER WASH 01-130-099-60335	\$20.72
0072149	2/5/2020	Kingsville Home Hardware	NEW BARRICADES 01-130-099-60347	\$317.26
0072149	2/5/2020	Kingsville Home Hardware	BACKING FOR HEAVY LOAD SIGNS 01-130-132-60428	\$43.49
0072149	2/5/2020	Kingsville Home Hardware	PAINT SUPPLIES - BARRICADES 01-130-099-60347	\$15.51
0072149	2/5/2020	Kingsville Home Hardware	SALT TRUCK BATTERIES/SCREWS 01-130-132-60428	\$39.45
0072156	2/5/2020	LSI Supply Inc	13-03 - HYDRAULIC HOSE ENDS 01-130-099-60316	\$8.10
0072168	2/5/2020	Ontario Spring & Alignment	12-03 - BOLTS FOR SPRINGS 01-130-099-60316	\$188.26
072169	2/5/2020	Orkin Canada Corporation	PW - PEST CONTROL 01-130-099-60315	\$91.58
0072174	2/5/2020	Queens Auto Supply	14-05 - HORN 01-130-099-60316	\$14.09
0072174	2/5/2020	Queens Auto Supply	DIESEL EXHAUST FLUID 01-130-099-60335	\$143.52
0072174	2/5/2020	Queens Auto Supply	RUBBER WORK LAMP 01-130-099-60357	\$39.70
0072174	2/5/2020	Queens Auto Supply	13-02 & 13-03 PIGTAILS	\$52.98
0072174	2/5/2020	Queens Auto Supply	01-130-099-60316 SHRINK TUBE/GREASE 01-130-099-60335	\$132.58
0072174	2/5/2020	Queens Auto Supply	13-03 - RELAY PIGTAILS 01-130-099-60316	\$10.12
0072178	2/5/2020	Sam's Service Facility	12-03 - EMERGENCY REPAIR	\$2,373.79
0072185	2/5/2020	Shilson Excavation & Trucking I	01-130-099-60316 ROAD CROSSING - ROAD 11	\$7,934.12
0072188	2/5/2020	Sims Publications Incorporated	01-130-141-60414 AD - ROAD RECONSTRUCTION	\$201.94
0072189	2/5/2020	SkyMobile	01-130-360-71925 FLEET TRACKING - FEB 2020	\$580.03
072191	2/5/2020	Stinson Equipment Ltd.	01-130-099-60460 STOP SIGNS & PARKING	\$356.70
072194	2/5/2020	Telus Mobility	01-130-132-60428 CELL PHONE - JAN 28-FEB 27/20	\$45.79
0072194	2/5/2020	Telus Mobility	01-130-099-60327 CELL PHONE - JAN 28-FEB 27/20	\$547.73
072199	2/5/2020	Waddick Fuels	01-130-099-60327 UNLD GAS	\$710.76
072199	2/5/2020	Waddick Fuels	01-130-099-60340 CLEAR ULS	\$1,501.64
072199	2/5/2020	Waddick Fuels	01-130-099-60340 UNLD GAS	\$1,010.66
072199	2/5/2020	Waddick Fuels	01-130-099-60340 CLEAR ULS	\$2,301.66
0072199	2/5/2020	Waddick Fuels	01-130-099-60340 CLEAR ULS 2010-130-099-60340	\$708.47

System: User ID:

4:03:01 PM

3/3/2020 dbroda

## Town of Kingsville Council Summary Report

Page:

12

Cheque Number	Che Date	•	Description	Cheque Amount
072199	2/5/2020	Waddick Fuels	GASOLINE	\$964.05
072213	2/6/2020	E.L.K. Energy Inc	01-130-099-60340 390 Main St E Traffic Lights 01-130-110-60402	\$69.64
072213	2/6/2020	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$55.37
072213	2/6/2020	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$166.89
072213	2/6/2020	E.L.K. Energy Inc	Street Lights - Kingsville 01-130-114-60412	\$8,121.13
072213	2/6/2020	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$129.41
072213	2/6/2020	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$166.89
072213	2/6/2020	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$23.93
072213	2/6/2020	E.L.K. Energy Inc	Street Lights - Cottam 01-130-114-60412	\$1,634.66
072221	2/6/2020	HYDRO ONE	Streetlights - Mucci Dr 01-130-114-60412	\$21.97
072221	2/6/2020	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$2.14
072221	2/6/2020	HYDRO ONE	Streetlights - Regent St 01-130-114-60412	\$28.55
072221	2/6/2020	HYDRO ONE	Streetlights - Woodland 01-130-114-60412	\$60.32
072221	2/6/2020	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$2.14
072230	2/6/2020	Corp. of the County of Essex	PROJECT 870 - PAVED SHLDR CR50 01-130-360-71831	\$180,529.28
072230	2/6/2020	Corp. of the County of Essex	SIGNS & POSTS 01-130-132-60428	\$1,622.59
072232	2/6/2020	County Wide Tree Service	CLEANUP ROW - ORCHARD BLVD 01-130-099-60426	\$5,876.64
072235	2/6/2020	Dillon Consulting	BRIDGE#46-S TALBOT CULVERT 01-130-360-71827	\$2,361.77
072235	2/6/2020	Dillon Consulting	RD#11 IRWIN DR - CULVERT 01-130-360-71962	\$2,024.05
072238	2/6/2020	Essex Region Conservation Aut	ERCA PERMIT - BOOSE DR CULVERT 01-130-360-71827	\$800.00
072241	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-130-118-60416	\$203.52
072241	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-130-118-60416	\$305.28
072241	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-130-118-60416	\$203.52
072241	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-130-118-60416	\$203.52
072241	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-130-118-60416	\$203.52
072241	2/6/2020	Evergreen Lawns	WEED CTRL - VARIOUS LOTS 01-130-118-60416	\$203.52
072243	2/6/2020	Fluid Basics Inc	SALTERS-CALIBRATE&SENSOR UPGR 01-130-122-60420	\$2,844.19
072243	2/6/2020	Fluid Basics Inc	SALTERS-CALIBRATE&SENSOR UPGR 01-130-122-60421	\$5,650.36
072248	2/6/2020	Mill-Am Corporation	CEDARHURST MILL & PAVE 2011-130-360-71927	\$51,302.82

System:

User ID:

3/3/2020 dbroda

4:03:01 PM

## **Town of Kingsville**

**Council Summary Report** 

Page:

13

Cheque Vendor Cheque Cheque Description Number **Date** Name **Amount** 2/6/2020 0072254 Pro Bid Contractors Ltd. RAISE CULVERT - ROAD 9 \$7,310.88 01-130-141-60429 2/6/2020 Pro Bid Contractors Ltd. CATCH BASIN-J MINER SANCTUARY 0072254 \$5,122.27 01-130-141-60439 2/6/2020 Pro Bid Contractors Ltd. CB, PIPING, DITCHING-SETTERINGT \$6,376.43 0072254 01-130-141-60439 0072255 2/6/2020 RC Spencer Associates Inc. **ENG SERVICES - ESSLETINE DRAIN** \$8,053.79 01-130-360-71547 0072255 2/6/2020 RC Spencer Associates Inc. **ENG SERVICES - ESSLETINE DRAIN** \$5,329.17 01-130-360-71547 2/6/2020 Stantec Consulting Ltd. \$2,253.51 0072258 PARK ST - CONS SERVICES 01-130-360-71744 0072259 2/6/2020 Stinson Equipment Ltd. BANDING FOR STREETLIGHTS \$889.04 01-130-114-60413 0072270 2/13/2020 Enbridge Gas Inc. 2021 Division Rd N - PW Garage \$488.99 01-130-099-60314 0072270 2/13/2020 Enbridge Gas Inc. 2021 Division - Garage \$302.66 01-130-099-60314 Association of Ontario Road Su CERT RENEWAL - K VEGH 2/19/2020 0072312 \$157.73 01-130-098-60254 0072325 2/19/2020 County Wide Tree Service TREE TRIM - LAWNDALE AVE \$663.98 01-130-099-60426 0072325 2/19/2020 County Wide Tree Service TREE REMOVAL - 1334 LINCOLN \$1,141.75 01-130-099-60426 13-03-SALT CONTROLLER BATTERY 2/19/2020 Fluid Basics Inc 0072337 \$327.14 01-130-099-60316 0072347 2/19/2020 Jeff Shepley Excavating Ltd. TRUCKING BULK ROAD SALT \$2,769.57 01-130-122-60420 K+S Windsor Salt Ltd. 0072349 2/19/2020 **BULK ROAD SALT** \$17,320.52 01-130-122-60420 0072349 2/19/2020 K+S Windsor Salt Ltd. **BULK ROAD SALT** \$16,980.07 01-130-122-60420 2/19/2020 K+S Windsor Salt Ltd. \$12,480.98 0072349 **BULK ROAD SALT** 01-130-122-60420 K+S Windsor Salt Ltd. 0072349 2/19/2020 **BULK ROAD SALT** \$12,336.97 01-130-122-60420 0072349 2/19/2020 K+S Windsor Salt Ltd. **BULK ROAD SALT** \$15,014.88 01-130-122-60420 2/19/2020 K+S Windsor Salt Ltd. **BULK ROAD SALT** \$8,806.14 0072349 01-130-122-60420 Kimball Building Supplies 0072351 2/19/2020 SIGNS - POSTS & BACKING \$296.32 01-130-132-60428 0072354 AIR FILTERS 2/19/2020 Leamington Int. Trucks \$160.29 01-130-099-60316 2/19/2020 Leamington Int. Trucks \$82.34 0072354 AIR FILTERS 01-130-099-60335 2/19/2020 Queens Auto Supply 5 WIRE RELAY \$10.12 0072379 01-130-099-60316 2/19/2020 Queens Auto Supply \$44.13 0072379 CARBIDE DRILL BIT 01-130-099-60335 0072379 2/19/2020 Queens Auto Supply **HEADLIGHT BULBS** \$15.59 01-130-099-60316 0072380 2/19/2020 RC Spencer Associates Inc. **ENG SERVICES - ESSELTINE DRAIN** \$11,386.94 01-130-360-71547 2/19/2020 Royal Benefits Inc BENEFITS CLAIM - JAN 2020 0072384 \$481.50 01-130-072-60222 0072384 2/19/2020 Royal Benefits Inc BENEFITS CLAIM - JAN 2020 \$2,250.77 20/12/130-072-60223

4:03:01 PM

3/3/2020

dbroda

System:

User ID:

### **Town of Kingsville Council Summary Report**

Page: 14

Cheque Number	Cheq Date	ue Vendor Name	Description	Cheque Amount
0072385	2/19/2020	Sam's Shell	13-02 - DIESEL	\$18.31
			01-130-099-60340	
0072389	2/19/2020	Southwestern Sales Corp. Ltd.	SANDBAG PROGRAM	\$134.79
			01-130-360-71961	
0072393 *	2/19/2020	South Shore Contracting of Ess	ESSELTINE DRN - REPAIR/IMPROVE 01-130-360-71547	\$100,696.55
0072394	2/19/2020	Stinson Equipment Ltd.	PEDESTRIANS AHEAD/YIELD 01-130-132-60428	\$254.57
0072395	2/19/2020	StressCrete Limited	ORIOLE & LIBRARY-DMGED POLES 01-130-114-60413	\$5,756.56
0072402	2/19/2020	Truax Lumber	BARRICADE SCREWS	\$40.29
0072402	2/19/2020	Truax Lumber	01-130-099-60347 PW - SAFETY GLOVES	\$23.39
			01-130-072-60216	Ψ=0.00
0072407	2/19/2020	Viking Cives Ltd.	CONVEYOR ASSEMBLY	\$2,014.40
		3	01-130-099-60316	* /-
072409	2/19/2020	Waddick Fuels	GASOLINE	\$753.23
			01-130-099-60340	
072409	2/19/2020	Waddick Fuels	CLEAR ULS	\$1,453.20
			01-130-099-60340	
072409	2/19/2020	Waddick Fuels	CLEAR ULS	\$3,519.70
			01-130-099-60340	
072409	2/19/2020	Waddick Fuels	GASOLINE	\$959.98
			01-130-099-60340	
072414	2/19/2020	Work Equipment Ltd.	TRACKLESS - STRAIGHT BLADE	\$6,948.17
			01-130-360-72036	
0072419	2/19/2020	COUNTY OF ESSEX	STREETLIGHT MATERIALS 01-130-114-60413	\$11,788.35
0072420	2/19/2020	Elmara Construction Co. Limited	CEDAR ISLAND BRIDGE REHAB 01-130-360-71923	\$15,428.87
0072421	2/19/2020	E.R.(Bill) Vollans Ltd.	13-01 - DOOR	\$1,125.76
0012721	2/19/2020	L.IX.(DIII) Voliaris Ltd.	01-130-122-60421	ψ1,123.70
0072426	2/19/2020	KTI Limited	COMMANDLINK DEVICE	\$793.41
701 Z-120	2/10/2020	KTT Ellillico	01-130-099-60357	Ψ700.+1
072427	2/19/2020	Messer Canada Inc.,	CYLINDER FEE	\$32.56
		,	01-130-099-60318	¥000
072427	2/19/2020	Messer Canada Inc.,	CYLINDER RENTALS	\$98.50
		<b></b> ,	01-130-099-60318	+ <b>-</b>
0072433	2/19/2020	Strerling Ridge Infrastructure In	BRIDGE#46-S TALBOT CULVERT	\$27,427.74
			01-130-360-71827	

		Total For Depa	rtment 130	\$627,664.96
<u>131</u>	-			
0072122	2/5/2020	Canada Post Corporation	COLLECTION CALENDARS - 2020 01-131-400-60380	\$1,180.98
0072239	2/6/2020	Essex-Windsor Solid Waste	WHITE GOODS - OCT-DEC 2019 01-131-400-60381	\$1,740.10
0072239	2/6/2020	Essex-Windsor Solid Waste	WASTE DISPOSAL - NOV 2019 01-131-400-60370	\$18,136.67
0072239	2/6/2020	Essex-Windsor Solid Waste	YARD WASTE - NOV 2019 01-131-400-60370	\$7,770.36
0072244	2/6/2020	GFL Environmental Inc	YARD WASTE COLLECTION - OCT 01-131-400-60382	\$6,129.01
			213	

System: 3/3/2020 4:03:01 PM Town of Kingsville Page: 15
User ID: dbroda Council Summary Report

osci ib. abioda		Counc	cil Summary Report	
Cheque Number	Chequ Date	ue Vendor Name	Description	Cheque Amount
0072244	2/6/2020	GFL Environmental Inc	WASTE COLLECTION - CRYSTAL APT	\$237.87
0072333	2/19/2020	Essex-Windsor Solid Waste	01-131-400-60380 FIXED COSTS - JAN 2020 01-131-400-60370	\$38,376.00
0072333	2/19/2020	Essex-Windsor Solid Waste	YARD WASTE - JAN 2020	\$226.00
0072340	2/19/2020	GFL Environmental Inc	01-131-400-60370 FRONT END SERVICE - ARENA 01-131-400-60380	\$30.53
		Total For Depa	artment 131	\$73,827.52
<u>151</u>				
0072135	2/5/2020	Economy Rental Centre	BOBCAT - GRAVE OPENING 01-151-072-60121	\$248.25
0072213	2/6/2020	E.L.K. Energy Inc	Greenhill Cemetery	\$52.21
0072332	2/19/2020	Enbridge Gas Inc.	01-151-099-60314 Mill St Cemetery	\$104.48
0072344	2/19/2020	Hutchins Monuments	01-151-099-60314 GRACELAND - OPENING 01-151-072-60121	\$645.00
		Total For Depa	artment 151	\$1,049.94
<u>170</u>				
0072111	2/5/2020	AGO Industries Inc.	ARENA - CLOTHING 01-170-072-60216	\$221.05
0072126	2/5/2020	Cintas Canada Limited	ARENA - MATS 01-170-099-60315	\$100.03
0072126	2/5/2020	Cintas Canada Limited	ARENA - MATS	\$60.03
0072137	2/5/2020	Ernie's TV and Appliances	01-170-099-60315 FRIDGE - ARENA AUD	\$699.00
0072140	2/5/2020	Fire Safety Services	01-170-099-60315 SERVICE - FIRE EXTINGUISHERS	\$105.00
0072155	2/5/2020	Loblaw Inc.	01-170-099-60315 CANDY MACHINE	\$103.79
0072157	2/5/2020	Merchant Paper Company	01-170-154-60446 ARENA - SUPPLIES	\$839.92
0072158	2/5/2020	Messer Canada Inc.,	01-170-099-60335 PROPANE	\$197.12
0072158	2/5/2020	Messer Canada Inc.,	01-170-099-60340 PROPANE	\$197.12
0072161	2/5/2020	Monarch Office Supply	01-170-099-60340 OFFICE SUPPLIES - JAN 2020	\$68.49
0072164	2/5/2020	Nella Cutlery (Hamilton) Inc.	01-170-099-60301 BLADE SHARPENING - OLYMPIA	\$35.00
0072166	2/5/2020	Noble Corporation	01-170-099-60316 FILTERS	\$270.57
0072166		Noble Corporation	01-170-099-60315 FILTERS	\$77.23
0072182		Security One Alarm Systems	01-170-099-60315	\$186.25

System:

3/3/2020

4:03:01 PM **Town of Kingsville** 

Page:

16

User ID: dbroda **Council Summary Report** Vendor Cheque Cheque Cheque Description **Amount** Number **Date** Name 2/5/2020 \$449.99 0072194 **Telus Mobility** CELL PHONE - JAN 28-FEB 27/20 01-170-099-60327 2/5/2020 Truax Lumber \$6.45 0072197 **BOLTS** 01-170-099-60315 2/5/2020 Truax Lumber \$1.99 0072197 ARENA THERMOSTAT 01-170-099-60315 0072197 2/5/2020 Truax Lumber **ARENA - PAINT BRUSH** \$6.99 01-170-099-60335 Truax Lumber 0072197 2/5/2020 STEEL STUD & TRACK \$375.70 01-170-099-60315 2/5/2020 TSC Stores L.P. (4955) \$126.00 0072198 RATCHET STRAP 01-170-099-60335 Allstream Business Inc 0072204 2/6/2020 Arena - Fax/Debit \$82.06 01-170-099-60327 0072204 2/6/2020 Allstream Business Inc. Carnegie/Arena Elevator \$41.00 01-170-099-60327 0072229 2/6/2020 Cintas Canada Limited **ARENA - MATS** \$60.03 01-170-099-60315 2/13/2020 \$110.44 0072266 Cogeco 1741 Jasperson 01-170-099-60327 0072314 2/19/2020 B&T Waechter Holdings Ltd (Cc PIPE \$71.96 01-170-099-60315 0072321 2/19/2020 Cintas Canada Limited ARENA - MATS \$100.03 01-170-099-60315 2/19/2020 Enbridge Gas Inc. \$2,763.34 0072332 1741 Jasperson Lane 01-170-099-60314 0072335 2/19/2020 Fastenal Canada ARENA - PARTS \$15.21 01-170-099-60335 2/19/2020 Fastenal Canada 0072335 **ARENA - PARTS** \$39.48 01-170-099-60315 0072348 2/19/2020 Jutzi Water Technologies (D.H., WATER EQUIP RENTAL \$75.00 01-170-099-60318 2/19/2020 Kingsville Home Hardware **SQUEEGEE - ARENA WINDOWS** \$24.99 0072352 01-170-099-60315 0072352 2/19/2020 Kingsville Home Hardware ARENA - BUNGEE CORDS \$27.46 01-170-099-60335 0072352 2/19/2020 Kingsville Home Hardware **ARENA - SHOP SUPPLIES** \$15.81 01-170-099-60335 ARENA - THERMOSTAT REPAIR 2/19/2020 Kingsville Home Hardware \$49.67 0072352 01-170-099-60315 2/19/2020 Kingsville Home Hardware 0072352 **ARENA - TAPE** \$19.47 01-170-099-60347 0072352 2/19/2020 Kingsville Home Hardware **ARENA - SHOP SUPPLIES** \$33.06 01-170-099-60335 0072352 2/19/2020 Kingsville Home Hardware \$40.64 ARENA - GLOVES 01-170-099-60335 0072353 2/19/2020 Kingsville Roofing **ARENA - ROOF REPAIRS** \$300.00 01-170-099-60315 0072359 2/19/2020 Merchant Paper Company \$69.34 **ARENA - SUPPLIES** 01-170-099-60335 Merchant Paper Company 0072359 2/19/2020 **ARENA - SUPPLIES** \$524.16 01-170-099-60335 0072360 2/19/2020 Messer Canada Inc., \$102.45 CYLINDER RENTAL 01-170-099-60340 2/19/2020 Messer Canada Inc., 0072360 **PROPANE** \$191.44 01-170-099-60340 0072360 2/19/2020 Messer Canada Inc., CYLINDER RENTAL \$32.00 **20|15**170-099-60318

3/3/2020 4:03:01 PM

System:

0072140

2/5/2020

Fire Safety Services

**Town of Kingsville Council Summary Report**  Page:

17

\$61.06

User ID: dbroda Cheque Vendor Cheque Cheque Number Description **Date** Name **Amount** 2/19/2020 0072360 Messer Canada Inc., CYLINDER RENTAL \$98.32 01-170-099-60340 2/19/2020 Messer Canada Inc., \$148.99 0072360 **PROPANE** 01-170-099-60340 0072366 2/19/2020 Nella Cutlery (Hamilton) Inc. \$35.00 **BLADE SHARPENING - OLYMPIA** 01-170-099-60316 0072367 2/19/2020 **Noble Corporation FLUSH KITS** \$607.25 01-170-099-60315 Orkin Canada Corporation 0072373 2/19/2020 ARENA - PEST CONTROL \$94.50 01-170-099-60315 2/19/2020 Phasor Industrial \$453.24 0072376 ARENA - REPAIR HEATER 01-170-099-60315 0072379 2/19/2020 Queens Auto Supply **OLYMPIA PARTS** \$28.68 01-170-099-60316 0072384 2/19/2020 Royal Benefits Inc BENEFITS CLAIM - JAN 2020 \$1,151.88 01-170-072-60223 0072401 2/19/2020 Tri-County Copiers Plus ARENA/ADMIN COPIES \$111.84 01-170-099-60301 2/19/2020 Truax Lumber \$158.81 0072402 ARENA - PILLAR REPAIR 01-170-099-60315 0072402 2/19/2020 Truax Lumber ARENA - PILLAR REPAIR \$10.99 01-170-099-60315 0072403 2/19/2020 Universal Doors Sales & Servic OLYMPIA - GARAGE DOOR REPAIR \$612.75 01-170-099-60315 2/19/2020 Taki Vourakes \$49.90 0072408 VACUUM CLEANER FILTER 01-170-099-60335 0072427 2/19/2020 Messer Canada Inc., CYLINDER RENTAL \$100.90 01-170-099-60318 0072436 \* 2/27/2020 The City of Windsor (P2P) \$1,056.01 2019 P2P SURPLUS 01-170-000-15000 **Total For Department** \$13,635.82 170 <u>171</u> 0072123 2/5/2020 Cheema Cleaning Services Ltd CLEANING SERVICES - JAN 2020 \$410.00 01-171-172-60341 2/5/2020 Cheema Cleaning Services Ltd CLEANING SERVICES - JAN 2020 0072123 \$793.73 01-171-171-60341 0072126 2/5/2020 Cintas Canada Limited **BIA - MATS** \$50.67 01-171-171-60315 2/5/2020 E.R.(Bill) Vollans Ltd. \$859.25 0072138 PULVERIZER EQUIP MAINT 01-171-099-60316 Fire Safety Services **SERVICE - FIRE EXTINGUISHERS** 0072140 2/5/2020 \$60.00 01-171-172-60315 0072140 2/5/2020 Fire Safety Services SERVICE - FIRE EXTINGUISHERS \$61.06 01-171-175-60315 **SERVICE - FIRE EXTINGUISHERS** 0072140 2/5/2020 Fire Safety Services \$61.06 01-171-171-60315 0072140 2/5/2020 Fire Safety Services SERVICE - FIRE EXTINGUISHERS \$100.00 01-171-159-60315 0072140 2/5/2020 Fire Safety Services SERVICE - FIRE EXTINGUISHERS \$60.00

216

01-171-176-60315

01-171-173-60315

SERVICE - FIRE EXTINGUISHERS

System:

4:03:01 PM

3/3/2020 User ID: dbroda

## Town of Kingsville Council Summary Report

Page: 18

Cheque Number	Che Date	-	Description	Cheque Amount
0072157	2/5/2020	Merchant Paper Company	ARENA - SALT 01-171-099-60337	\$701.12
0072197	2/5/2020	Truax Lumber	CEILING TILES 01-171-176-60315	\$183.18
0072201	2/5/2020	Warkentin Plumbing	LIONS HALL - HVAC MAINTENANCE 01-171-159-60315	\$347.79
0072204	2/6/2020	Allstream Business Inc	Park Pavilion 01-171-155-60327	\$44.30
0072204	2/6/2020	Allstream Business Inc	Lions Hall 01-171-159-60327	\$41.00
0072204	2/6/2020	Allstream Business Inc	Carnegie/Arena Elevator 01-171-171-60327	\$47.98
0072213	2/6/2020	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$52.26
0072213	2/6/2020	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$74.64
0072213	2/6/2020	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$13.00
0072213	2/6/2020	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$224.07
0072213	2/6/2020	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$105.32
0072213	2/6/2020	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$211.38
072213	2/6/2020	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$496.47
0072213	2/6/2020	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$139.51
072213	2/6/2020	E.L.K. Energy Inc	103 Park St 01-171-135-60314	\$14.10
072213	2/6/2020	E.L.K. Energy Inc	103 Park St 01-171-135-60314	\$651.30
0072213	2/6/2020	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$164.87
072213	2/6/2020	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$206.38
072213	2/6/2020	E.L.K. Energy Inc	169 Cty Rd 34W (Cottam Rotary) 01-171-099-60314	\$131.22
072228	2/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - DEC 2019 01-171-172-60341	\$362.83
0072228	2/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - DEC 2019 01-171-171-60341	\$702.42
072240	2/6/2020	Essex County Library	SHARED COSTS - Q4 2019 01-171-175-60314	\$589.72
072249	2/6/2020	Modular Service Group Inc	STORAGE RENTAL 01-171-099-60318	\$76.32
0072260	2/6/2020	Town of Kingsville (water)	122 Fox St 01-171-173-60314	\$95.66
072260	2/6/2020	Town of Kingsville (water)	Fox St - Red Work Shed 01-171-176-60314	\$51.04
072260	2/6/2020	Town of Kingsville (water)	124 Fox St - Splash Pad 01-171-176-60314	\$20.25
072260	2/6/2020	Town of Kingsville (water)	122 Fox - Ridgeview Park	\$84.50
072269	2/13/2020	E.L.K. Energy Inc	01-171-176-60314 28 Division St S	\$27.02
072270	2/13/2020	Enbridge Gas Inc.	01-171-171-60314 124 Fox St 2017171-176-60314	\$461.85

System: User ID:

3/3/2020 dbroda

4:03:01 PM

## Town of Kingsville Council Summary Report

Page:

19

			Summary Report	_
Cheque Number	Cheq Date	ue Vendor Name	Description	Cheque Amount
072270	2/13/2020	Enbridge Gas Inc.	122 Fox St	\$590.20
			01-171-173-60314	
072309	2/19/2020	Alift	LIFT - SERVICE	\$217.69
070000	0/40/0000	A I:E	01-171-099-60316	<b>CO444</b>
072309	2/19/2020	Alift	ANNUAL INSPECTION-SCISSOR LIFT 01-171-099-60316	\$244.17
072314	2/19/2020	B&T Waechter Holdings Ltd (Cc		\$331.2
072314	2/19/2020	Da i Waecillei Holdings Eta (Ct	01-171-099-60316	ψ331.20
072321	2/19/2020	Cintas Canada Limited	BIA - MATS	\$52.9
			01-171-171-60315	·
072322	2/19/2020	Cogeco	103 Park St	\$119.90
			01-171-135-60327	
072332	2/19/2020	Enbridge Gas Inc.	28 Division St S	\$32.2
07000	2/40/2020	Enhaidea Cao Ina	01-171-171-60314 37 Beech St	<b>6044 0</b>
072332	2/19/2020	Enbridge Gas Inc.	01-171-172-60314	\$244.9
072332	2/19/2020	Enbridge Gas Inc.	21 Mill St - Lions Hall	\$571.02
J. 2002	_, .0, _0_0	Enonago da mo.	01-171-159-60314	ψ07 1.0.
072334	2/19/2020	Essex County Locksmiths	KEYS/SERVICE-PAVILION/UNICO	\$140.0
		•	01-171-172-60315	
072334	2/19/2020	Essex County Locksmiths	KEYS/SERVICE-PAVILION/UNICO	\$30.0
		.,	01-171-155-60315	
072350	2/19/2020	Kelcom Telemessaging	EMERGENCY ELEVATOR LINE	\$41.6
072352	2/19/2020	Kingsville Home Hardware	01-171-171-60315 KEYS	\$4.4
012332	2/19/2020	Milgsville Home Haldware	01-171-099-60315	Ψ4.4
072352	2/19/2020	Kingsville Home Hardware	KEYS	\$6.6
		3	01-171-099-60315	,
072352	2/19/2020	Kingsville Home Hardware	GLOVES	\$10.1
			01-171-099-60335	
072352	2/19/2020	Kingsville Home Hardware	P&R - ICE MELT	\$34.5
072352	2/19/2020	Kingsville Home Hardware	01-171-099-60335 GROVEDALE - KEY TAGS	\$2.7
012332	2/19/2020	Kingsville Horne Hardware	01-171-135-60315	φ2.7
072356	2/19/2020	LSI Supply Inc	TRACKLESS - PARTS	\$58.1
			01-171-099-60316	•
072362	2/19/2020	Modular Service Group Inc	STORAGE RENTAL	\$76.3
			01-171-099-60318	
072370	2/19/2020	HYDRO ONE	1741 Jasperson Lane	\$168.0
070076	2/40/2020	Dhagar Industrial	01-171-177-60314	<b>#</b> 220.4
072376	2/19/2020	Phasor Industrial	ROTARY PARK - NEW PHOTOCELL 01-171-099-60315	\$238.4
072386	2/19/2020	Sam's Service Facility	INT 4300 - OIL CHANGE	\$382.0
0. 2000			01-171-099-60316	<b>400</b> 2.0
072402	2/19/2020	Truax Lumber	ROTARY PARK - ANCHORS	\$106.0
			01-171-099-60315	
072406	2/19/2020	Vertechs Elevators Ontario Inc.	ELEVATOR MAINTENANCE-FEB 2020	\$330.7
070440	0/40/0000	W 1 ( B) 1:	01-171-171-60315	***
072410	2/19/2020	Warkentin Plumbing	PAVILION - TOLIET SEAT	\$96.9
072417	2/19/2020	Chaoma Cloaning Sorvices Ltd	01-171-155-60315 CLEANING SERVICES - DEC 2019	\$47.1
U1 <del>4 1</del> 1 1	ZI 1312U2U	Cheema Cleaning Services Ltd	01-171-172-60341	Φ <del>4</del> 1.1
072417	2/19/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - DEC 2019	\$91.3
	_, . 0, _ 0_0	2 2 2 2 2 2 2 2	01-171-171-60341	Ψ01.0
072430	2/19/2020	PlayPower Canada Inc.	HORT SOCIETY - PLANTERS	\$3,194.1
		-	01-171-150-60344	
072437	2/27/2020	Cogeco	37 Beech Street	\$102.3
			<b>20 18</b> 171-172-60327	

System: User ID: **Town of Kingsville** Page: 3/3/2020 4:03:01 PM 20 dbroda **Council Summary Report** Vendor Name Cheque Amount Cheque Date Cheque Number

Description

		Total For Depart	ment 171	\$16,404.70
<u>172</u>	-			
0072352	2/19/2020	Kingsville Home Hardware	FOL - GINGERBREAD HSE TEAR DWN	\$13.22
0072425	2/19/2020	K & H Distributing	01-172-099-60315 FOL - FIREWORKS 01-172-158-60621	\$2,521.49
		Total For Depart	tment 172	\$2,534.71
<u>173</u>	_			
0072140	2/5/2020	Fire Safety Services	SERVICE - FIRE EXTINGUISHERS	\$108.00
0072204	2/6/2020	Allstream Business Inc	01-173-099-60315 Boat Ramp - 599 Cedar Dr 01-173-099-60327	\$44.30
		Total For Depart	tment 173	<b>\$152.30</b>
<u>175</u>		rotair or Depart	inent 173	ψ132.30
 0072155	2/5/2020	Loblaw Inc.	KIDS IN THE KITCHEN	\$54.43
0072155	2/5/2020	Loblaw Inc.	01-175-099-60627 KIDS IN THE KITCHEN	\$2.79
0072155	2/5/2020	Loblaw Inc.	01-175-099-60627 KIDS IN THE KITCHEN	\$76.32
0072155	2/5/2020	Loblaw Inc.	01-175-099-60627 KIDS IN THE KITCHEN	\$90.75
0072355	2/19/2020	Loblaw Inc.	01-175-099-60627 KIDS IN THE KITCHEN	\$61.09
0072355	2/19/2020	Loblaw Inc.	01-175-099-60627 KIDS IN THE KITCHEN	\$69.81
0072388	2/19/2020	Sims Publications Incorporated	01-175-099-60627	\$268.65
0072388	2/19/2020	Sims Publications Incorporated	01-175-099-60306 AD - FAMILY DAY	\$268.65
0072413	2/19/2020	Kelly Wolters	01-175-099-60306 MILEAGE - NOV - FEB 2020	\$72.79
		Total For Depart	01-175-099-60400 tment 175	\$965.28
<u>176</u>	_			
0072438	2/27/2020	Communities In Bloom-Ontario	CIB - REGISTRATION 2020 01-176-099-60320	\$445.00

3/3/2020 4:03:01 PM Town of Kingsville Page:

dbroda Council Summary Report

21

System:

User ID:

ChequeChequeVendorChequeNumberDateNameDescriptionAmount

		Total For Depart	ment 176	\$445.00
<u>177</u>	_			
0072341	2/19/2020	Graphic Gourmet	HG - MARKETING MATERIALS	\$2,950.20
0072368	2/19/2020	Helen C Noels	01-177-099-60306 HIGHLAND GAMES - EXPENSES 2020	\$44.04
0072368	2/19/2020	Helen C Noels	01-177-099-60306 HIGHLAND GAMES - EXPENSES 2020	\$25.00
0072368	2/19/2020	Helen C Noels	01-177-099-60306 HIGHLAND GAMES - EXPENSES 2020	\$16.69
0072368	2/19/2020	Helen C Noels	01-177-099-60306 HIGHLAND GAMES - EXPENSES 2020	\$101.66
0072368	2/19/2020	Helen C Noels	01-177-099-60776 HIGHLAND GAMES - EXPENSES 2020	\$91.57
0072399	2/19/2020	The Digital Dragonfly	01-177-099-60301 HIGHLAND GAMES - VIDEO PROMO 01-177-099-60306	\$1,170.24
		Total For Depart	ment 177	\$4,399.40
<u>178</u>	_			
0072233	2/6/2020	Darem Hardware Limited	GROVEDALE - REPAIR CRASH BARS	\$400.00
0072257	2/6/2020	Southpoint Fabrication Inc.	01-178-360-71630 LAKESIDE PARK - NEW RAILING	\$12,556.89
0072405	2/19/2020	Layne VanLoo	01-178-360-71940 GROVEDALE - WALL HANGING SYS 01-178-360-72047	\$2,551.60
		Total For Depart	ment 178	\$15,508.49
<u>180</u>	-			
0072171	2/5/2020	Pearsall Marshall Halliwell & Se		\$2,284.51
0072194	2/5/2020	Telus Mobility	01-180-099-60326 CELL PHONE - JAN 28-FEB 27/20	\$45.79
0072223	2/6/2020	Purolator Courier Service	01-180-099-60327 COURIER SERVICES	\$45.46
0072231	2/6/2020	Cottam United Church	01-180-099-60305 COTTAM CIP - PRAYER GARDEN PH1	\$2,156.92
0072253	2/6/2020	Pearsall Marshall Halliwell & Se	01-180-360-71741 ENFORCEMENT-281 MAIN ST E	\$7,724.60
0072375	2/19/2020	Pearsall Marshall Halliwell & Se		\$330.49
0072429	2/19/2020	Pearsall Marshall Halliwell & Se	01-180-099-60326 DEV AGREEMENT - AGR/01/19	\$330.49
0072429	2/19/2020	Pearsall Marshall Halliwell & Se	01-180-099-60326 REG OF SPA/14/19 1254 RD 3 E 01-180-099-60326	\$330.49

3/3/2020 4:03:01 PM

Cheque Date Vendor Name

dbroda

Cheque Number

System: User ID: Town of Kingsville Council Summary Report

Description

Page: 22

Cheque Amount

Number	Date	Italiic	Description	Alliount
0072434	2/19/2020	WSP Canada Group Limited	5 YEAR OP REVIEW 01-180-360-71742	\$13,155.65
		Total For Depart	ment 180	\$26,404.40
<u>181</u>				
0072117	2/5/2020	Christina Bedal	OFFICE SUPPLIES 01-181-099-60301	\$71.22
0072117	2/5/2020	Christina Bedal	MILEAGE - JAN 2020	\$22.84
0072177	2/5/2020	RKM Awards & Promotional Pro	01-181-170-60816 HERO AWARDS 01-181-170-60816	\$40.70
0072203	2/6/2020	A & A Flooring	BIA DOLLARS #011	\$100.00
0072205	2/6/2020	Back In Motion Chiropractic	01-181-028-20217 BIA DOLLARS #011 01-181-028-20217	\$60.00
0072206	2/6/2020	Beach House Grill	BIA DOLLARS #011	\$460.00
0072207	2/6/2020	Butcher of Kingsville	01-181-028-20217 BIA DOLLARS #011 01-181-028-20217	\$100.00
0072208	2/6/2020	Cindy's Home and Garden	BIA DOLLARS #011	\$240.00
0072208	2/6/2020	Cindy's Home and Garden	01-181-028-20217 BIA DOLLARS #011	\$160.00
0072210	2/6/2020	Dr. Mark Olivito & Associates	01-181-028-20217 BIA DOLLARS #011 01-181-028-20217	\$40.00
0072212	2/6/2020	Dutch Boys Chocolate	BIA DOLLARS #011 01-181-028-20217	\$40.00
0072214	2/6/2020	Eyes	BIA DOLLARS #011	\$880.00
0072215	2/6/2020	Green Heart Catering	01-181-028-20217 BIA DOLLARS #011 01-181-028-20217	\$300.00
0072216	2/6/2020	Ron Hamelin	BIA DOLLARS #011	\$20.00
0072217	2/6/2020	Ian's Wrap Shack & Nachos	01-181-028-20217 BIA DOLLARS #011 01-181-028-20217	\$120.00
0072218	2/6/2020	Ireland Manual Physiotherapy	BIA DOLLARS #011	\$60.00
0072219	2/6/2020	Kingsville I.D.A. Pharmacy	01-181-028-20217 BIA DOLLARS #011 01-181-028-20217	\$400.00
0072222	2/6/2020	Pelee Island Winery	BIA DOLLARS #011 01-181-028-20217	\$140.00
0072224	2/6/2020	Red Lantern Coffee Co	BIA DOLLARS #011	\$120.00
0072225	2/6/2020	Spartan Nutrition	01-181-028-20217 BIA DOLLARS #011 01-181-028-20217	\$40.00
0072226	2/6/2020	The Grove Brewery	BIA DOLLARS #011 01-181-028-20217	\$660.00
0072262	2/13/2020	2 Waves	BIA DOLLARS-12-2019	\$20.00
0072263	2/13/2020	Aleksander Estate Winery	01-181-028-20217 BIA DOLLARS-12-2019 01-181-028-20217	\$20.00
0072264	2/13/2020	Susan Baptista	BIA DOLLARS-12-2019 01-181-028-20217 221	\$60.00

4:03:01 PM Town of Kingsville Page: 23

Council Summary Report

Cheque Number	Ched Date	-	Description	Cheque Amount
0072265	2/13/2020	The Chop Shop Market	BIA DOLLARS-12-2019 01-181-028-20217	\$20.00
0072267	2/13/2020	Colasanti Farms Ltd	BIA DOLLARS-12-2019 01-181-028-20217	\$1,580.00
0072268	2/13/2020	D's Fabulous Finds	BIA DOLLARS-12-2019 01-181-028-20217	\$60.00
0072271	2/13/2020	Lakeside Animal Hospital	BIA DOLLARS-12-2019 01-181-028-20217	\$820.00
0072272	2/13/2020	The Main Grill and Ale House	BIA DOLLARS-12-2019 01-181-028-20217	\$60.00
0072273	2/13/2020	Main Street Pharmacy	BIA DOLLARS-12-2019 01-181-028-20217	\$20.00
0072274	2/13/2020	Merli's Coffeehouse & Eatery	BIA DOLLARS-12-2019 01-181-028-20217	\$220.00
0072275	2/13/2020	Mettawas Station	BIA DOLLARS-12-2019 01-181-028-20217	\$140.00
0072276	2/13/2020	Momma Bear's Bakery	BIA DOLLARS-12-2019 01-181-028-20217	\$80.00
0072277	2/13/2020	My Cousin's Closet	BIA DOLLARS-12-2019 01-181-028-20217	\$480.00
0072278	2/13/2020	O'Sarracino Trattoria & Wine Ba		\$280.00
0072279	2/13/2020	Sam's Shell	BIA DOLLARS-12-2019 01-181-028-20217	\$1,320.00
0072281	2/13/2020	Tangles Hair and Spa	BIA DOLLARS-12-2019	\$500.00
0072285	2/13/2020	Vernon's Tap & Grill	01-181-028-20217 BIA DOLLARS-12-2019 01-181-028-20217	\$40.00
0072286	2/13/2020	Wineology	BIA DOLLARS-12-2019	\$40.00
0072308	2/19/2020	Aleksander Estate Winery	01-181-028-20217 BIA DOLLARS 13-2019	\$20.00
0072316	2/19/2020	Christina Bedal	01-181-028-20217 STAMPS	\$37.45
0072316	2/19/2020	Christina Bedal	01-181-099-60301 SNACKS - BOARD MTG 01-181-099-60317	\$13.03
0072316	2/19/2020	Christina Bedal	SNACKS - BOARD MTG	\$12.48
0072317	2/19/2020	Bell Canada	01-181-099-60317 BIA Phone	\$123.38
0072388	2/19/2020	Sims Publications Incorporated		\$21.37
0072388	2/19/2020	Sims Publications Incorporated		\$53.93
0072392	2/19/2020	Southpoint Publishing Inc	01-181-099-60306 AD - JOB POSTING	\$71.23
0072404	2/19/2020	Valvoline Express Care	01-181-099-60306 BIA DOLLARS 13-2019	\$600.00
0072435	2/27/2020	Bell Canada	01-181-028-20217 BIA Internet 01-181-099-60327	\$36.63

Total For Department 181

\$10,824.26

System:

User ID:

3/3/2020

dbroda

System: User ID: Town of Kingsville 3/3/2020 4:03:01 PM dbroda

Page:

24

**Council Summary Report** 

Cheque Number	Che Date		Description	Cheque Amount
0072143	2/5/2020	Hall Telecommunications Suppl	TEXTNET SERVICE 01-184-099-63300	\$172.99
		Total For Depart	tment 184	\$172.99
<u>185</u>				
0072124	2/5/2020	Michele Chiasson	MILEAGE - LONDON FOOD & WINE	\$198.71
0072134	2/5/2020	Maggie Durocher	01-185-099-63104 MILEAGE - JAN 2020	\$233.88
0072196	2/5/2020	Tourism Windsor Essex Pelee I		\$1,729.92
0072211	2/6/2020	Maggie Durocher	01-185-099-63104 TRAVEL - LONDON WINE & FOOD	\$132.29
0072317	2/19/2020	Bell Canada	01-185-099-63103 BIA Toll Free	\$12.16
0072432	2/19/2020	Speedprint Inc.	01-185-099-60327 TWEPI MTG - BOOKLETS 01-185-099-60307	\$47.19
		Total For Depart	tment 185	\$2,354.15
<u>201</u>				
0072116*	2/5/2020	Edna Lea Beaulieu	RFND WTR - 257 ROAD 10 02-201-006-12067	\$53.23
0072120 *	2/5/2020	Sunny Boyd	RFND WTR - 539 SEACLIFF DR	\$15.17
0072125*	2/5/2020	Chorney Law	02-201-006-12067 RFND WTR OVRPYMT-1029 CEDAR	\$564.16
0072128	2/5/2020	Cole Engineering Group Ltd	02-201-006-12067 TRAINING-PLANCKE,ALLEN,SCRATCH	\$1,053.21
0072128	2/5/2020	Cole Engineering Group Ltd	02-201-098-60254 TRAINING-PLANCKE,ALLEN,SCRATCH	\$1,053.21
0072132*	2/5/2020	Sydney Damphouse	02-201-098-60254 RFND WTR - 386 CTY RD 27	\$67.84
			02-201-006-12067	
0072144	2/5/2020	Hurricane SMS Inc	CURB STOP REPAIRS 02-201-180-60403	\$1,831.68
0072144	2/5/2020	Hurricane SMS Inc	CURB STOP REPAIRS 02-201-180-60403	\$814.08
0072144	2/5/2020	Hurricane SMS Inc	CURB STOP REPAIRS	\$1,628.16
0072149	2/5/2020	Kingsville Home Hardware	02-201-180-60403 NEW BARRICADES	\$370.39
0072167 *	2/5/2020	North Shore Properties Ltd	02-201-099-60347 RFND WTR - 29 STANLEY ST	\$144.74
0072178	2/5/2020	Sam's Service Facility	02-201-006-12067 08-01 - SERVICE & WINDOW	\$156.44
0072181	2/5/2020	Kevin Scratch	02-201-099-60316 MILEAGE - WINDSOR TRN'G	\$66.42
			02-201-098-60254	
0072194 0072201	2/5/2020 2/5/2020	Telus Mobility  Warkentin Plumbing	CELL PHONE - JAN 28-FEB 27/20 02-201-099-60327 ENV - HVAC MAINTENANCE	\$274.75 \$438.02
			<b>2023</b> 201-099-60315	

System: 4:03:01 PM 3/3/2020 User ID:

Town of Kingsville dbroda **Council Summary Report** 

Page:

25

Cheque Number	Che Date	•	Description	Cheque Amount
0072234	2/6/2020	Diamond Software Inc.	WATER BILL REVAMP PROJECT	\$2,023.75
0072315	2/19/2020	Wayne Bailey	02-201-360-71945 WORK BOOTS 02-201-072-60216	\$228.96
0072318	2/19/2020	Canada Post Corporation	WATER - G/N & G/S ARREARS	\$1,678.73
0072324	2/19/2020	comPeters inc.	02-201-099-60303 LOCATE SOFTWARE - FEB FEE 02-201-099-63020	\$381.60
0072329	2/19/2020	Tim Del Greco	TRAVEL - DRINK'G WTR OPERATOR	\$929.24
0072372	2/19/2020	Ontario Municipal Water Assoc.	02-201-098-60254 2020 MEMBERSHIP - A PLANCKE 02-201-099-60320	\$1,119.36
0072377	2/19/2020	Preview Inspections and Consu	BACKFLOW PREVENTION - JAN 2020	\$2,136.96
0072380	2/19/2020	RC Spencer Associates Inc.	02-201-180-60405 WATERMAIN EXT - SW SERV AREA 02-201-360-71952	\$1,327.97
0072384	2/19/2020	Royal Benefits Inc	BENEFITS CLAIM - JAN 2020	\$1,151.88
0072386	2/19/2020	Sam's Service Facility	02-201-072-60223 08-01 - FIX WINDOWS 02-201-099-60316	\$287.99
0072416	2/19/2020	Caduceon Enterprises Inc.	SAMPLE - PORRONE	\$40.67
0072416	2/19/2020	Caduceon Enterprises Inc.	02-201-099-60326 SAMPLE - PORRONE	\$44.65
0072423	2/19/2020	Essex Region Conservation Au	02-201-099-60326 RISK MGMT SERV- JAN - DEC 2019 02-201-360-71651	\$10,831.64
242		Total For Depart	tment 201	\$30,714.90
<u>242</u> _	0/5/0000		CANUTA DV ELLIQUE DANGUENA	<b>#740.00</b>
0072144	2/5/2020	Hurricane SMS Inc	SANITARY FLUSH - BAYVIEW 02-242-320-64365	\$712.32
0072213	2/6/2020	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$58.41
0072213	2/6/2020	E.L.K. Energy Inc	Bernath Pump Station 02-242-099-60314	\$38.76
0072213	2/6/2020	E.L.K. Energy Inc	67 Heritage Sewage 2 02-242-099-60314	\$2,286.69
0072213	2/6/2020	E.L.K. Energy Inc	250 Queen St	\$865.39
0072369	2/19/2020	Ontario Clean Water Agency	02-242-099-60314 OPERATIONS & MAINT - FEB 2020	\$84,489.69
0072370	2/19/2020	HYDRO ONE	02-242-320-64360 1460 Road 2 East Pump 02-242-099-60314	\$1,022.22
		Total For Depart	tment 242	\$89,473.48
<u>243</u>				
0072213	2/6/2020	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$388.16
0072213	2/6/2020	E.L.K. Energy Inc	Rear 17 Lyle 2024243-099-60314	\$39.65

System: User ID:	3/3/2020 dbroda	4:03:01 PM	Town of Kingsville Council Summary Report		Page: 26
	Cheque Number	Cheq Date	ue Vendor Name	Description	Cheque Amount
007221	3	2/6/2020	E.L.K. Energy Inc	16 whitewood (Behind) 02-243-328-64365	\$41.10
007221	3	2/6/2020	E.L.K. Energy Inc	168 Cty Rd 27 N - Lagoon 02-243-099-60314	\$398.45
007223	5	2/6/2020	Dillon Consulting	COTTAM SAN. SEWAGE UPGRADE 02-243-360-71950	\$7,995.28
007236	9	2/19/2020	Ontario Clean Water Agency	OPERATIONS & MAINT - FEB 2020 02-243-320-64360	\$6,175.42
			Total For Depar	rtment 243	\$15,038.06
* Not	e GST R	ebate details	are omitted, but are include	led in the totals	\$1,590,150.97



# Town of Kingsville Council Summary Report 2020

### **Cheque Distributions for the Month of:** FEBRUARY

### **Department Summary:**

Dept. No.	Department Name		Amount
	Credit Card Transactions	\$	16,752.63
000	Default - Clearing	\$	146,951.40
110	Council	\$	1,715.60
112	General Administration	\$	112,535.93
114	Information Technology	\$	2,488.50
120	Animal Control	\$	12,933.06
121	Fire	\$	18,473.34
122	OPP	\$	359,280.74
124	Building	\$	4,202.04
130	Transportation - Public Works	\$	627,664.96
131	Sanitation	\$	73,827.52
151	Cemetery	\$	1,049.94
170	Arena	\$	13,635.82
171	Parks	\$	16,404.70
172	Fantasy of Lights	\$	2,534.71
173	Marina	\$	152.30
174	Migration Festival	\$	-
175	Recreation Programs	\$	965.28
176	Communities in Bloom	\$	445.00
177	Highland Games	\$	4,399.40
178	Facilities	\$	15,508.49
180	Planning	\$	26,404.40
181	BIA	\$	10,824.26
184	Accessibility Committee	\$	172.99
185	Tourism & Economic Development Committee	\$	2,354.15
186	Heritage Committee	\$	-
201	Environmental - Water	\$	30,714.90
242	Kingsville/Lakeshore West Wastewater	\$	89,473.48
243	Cottam Wastewater	\$	15,038.06
Total of Current *Note HS	Expenditures: TRebate details are omitted, but are included in the totals	\$	1,606,903.60
Total Number of Current Cheques Issued:			334
Comparison Data:	FEBRUARY 2019		
Total of Approve	ed Expenditures:	\$	1,972,451.46
Total Number of	Cheques Issued:		325

<sup>\*</sup> denotes monies to be recouped, billed to third party

#### Council Summary Report Credit Card Transactions February 2020

			February 2020			
Cheque Number	Cheque Date	Vendor Name	Description	Account	Ar	mount
72284	2/13/2020	TD Canada Trust - RM Visa	OSG - GREEN BOOK x 4	01-112-098-60254	\$	124.89
72284	2/13/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	01-112-099-60301	\$	6.99
72284	2/13/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	01-112-099-60301	\$	16.27
72284	2/13/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	01-112-099-60301	\$	16.21
72284	2/13/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	01-112-099-60301	\$	13.71
72284	2/13/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	01-112-099-60301	\$	11.70
72284	2/13/2020	TD Canada Trust - RM Visa	TONER	01-112-099-60301	\$	193.30
72284	2/13/2020	TD Canada Trust - RM Visa	MEMBERSHIP FEE	01-112-099-60320	\$	8.13
72284	2/13/2020	TD Canada Trust - RM Visa	2020 ANNUAL FEE	01-112-099-60346	\$	49.00
72938	2/19/2020	TD Canada Trust - RM Visa	CLERKS FORUM - J ASTROLOGO	01-112-098-60254	\$	132.29
72284	2/13/2020	TD Canada Trust - RM Visa	IT TRAINING CRS	01-114-098-60254	\$	1,627.61
72284	2/13/2020	TD Canada Trust - RM Visa	FIRE EXTRICATION-SFTWR RENEWAL	01-114-099-60309	\$	993.81
72938	2/19/2020	TD Canada Trust - RM Visa	COURIER FEE - SURFACE COVER	01-114-099-60305	\$	19.17
72938	2/19/2020	TD Canada Trust - RM Visa	EQUIP - FUEL CARDS	01-122-030-21390	\$	500.00
72938	2/19/2020	TD Canada Trust - RM Visa	EQUIP - FUEL CARDS	01-122-030-21391	\$	500.00
72284	2/13/2020	TD Canada Trust - RM Visa	HOTEL-TRNG J MOONEY	01-124-098-60254	\$	405.42
72284	2/13/2020	TD Canada Trust - RM Visa	SEWAGE SYS TRN'G-J MOONEY	01-124-098-60254	\$	534.24
72284	2/13/2020	TD Canada Trust - RM Visa	HOTEL-TRNG J MOONEY	01-124-098-60254	\$	(260.00)
72938	2/19/2020	TD Canada Trust - RM Visa	SNACK-OBOA MTG	01-124-098-60254	\$	81.48
72938	2/19/2020	TD Canada Trust - RM Visa	SNACK-OBOA MTG	01-124-098-60254	\$	283.89
72938	2/19/2020	TD Canada Trust - RM Visa	SNACK-OBOA MTG	01-124-098-60254	\$	37.39
72284	2/13/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	01-130-099-60301	\$	7.78
72284	2/13/2020	TD Canada Trust - RM Visa	HWIN REG - S MARTINHO	01-130-099-60320	\$	50.00
72284	2/13/2020	TD Canada Trust - RM Visa	COLLECTION CALENDARS - 2020	01-131-400-60380	\$	171.42
72284		TD Canada Trust - RM Visa	PRMC CRSE - D WOLICKI	01-170-098-60254		2,820.00
72284		TD Canada Trust - RM Visa	HWIN REG - T DELGRECO	01-170-099-60345	\$	50.00
72938	2/19/2020	TD Canada Trust - RM Visa	TRAINING APRIL - A PLANCKE	01-170-098-60254	\$	1,350.00
72284	2/13/2020	TD Canada Trust - RM Visa	CIB - STRATEGY MTG	01-175-099-60254	\$	109.47
72284	2/13/2020	TD Canada Trust - RM Visa	KINDERGYM - BLUETOOTH SPEAKER	01-175-099-60627	\$	4.99
72284	2/13/2020	TD Canada Trust - RM Visa	BATTERIES - DE FIB TRN'G UNITS	01-175-099-60627	\$	28.99
72284	2/13/2020	TD Canada Trust - RM Visa	KINDERGYM - BLUETOOTH SPEAKER	01-175-099-60627	\$	50.87
72284	2/13/2020	TD Canada Trust - RM Visa	WEBINAR - K BRCIC	01-180-099-60254	\$	33.90
72284	2/13/2020	TD Canada Trust - RM Visa	CIP MEMEBERSHIP - K BRCIC	01-180-099-60320	\$	217.77
72284	2/13/2020	TD Canada Trust - RM Visa	2020 MEMBERSHIP FEE-K BRCIC	01-180-099-60320	\$	536.68
72284	2/13/2020	TD Canada Trust - RM Visa	TRAINING - A PLANCKE	02-201-098-60254	\$	305.28
72284	2/13/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	02-201-099-60301	\$	43.21
72284	2/13/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	02-201-099-60301	\$	7.78
72284	2/13/2020	TD Canada Trust - RM Visa	RADIO FREQ LICENSE	02-201-099-60345	\$	868.75
72284	2/13/2020	TD Canada Trust - RM Visa	DW OPERATOR - A PLANCKE	02-201-099-60345	\$	145.00
72938	2/19/2020	TD Canada Trust - RM Visa	CONFERENCE WTR - A PLANCKE	02-201-098-60254	\$	668.78
72283	2/13/2020	TD Canada Trust - PVMW	TRAVEL-ROMA 2020 N SANTOS	01-110-100-60253	\$	138.39
72283	2/13/2020	TD Canada Trust - PVMW	WARDENS LUNCH-NEUFELD/LUCIER	01-110-102-60253	\$	50.88
72283		TD Canada Trust - PVMW	MAYORS BRKFST-DEYONG	01-110-104-60253	\$	24.99
72283	2/13/2020	TD Canada Trust - PVMW	HOTEL - AMO CONF DEYONG	01-110-104-60253	\$	555.61
72283		TD Canada Trust - PVMW	WARDENS LUNCH-NEUFELD/LUCIER	01-110-105-60253	\$	50.88
72283	2/13/2020	TD Canada Trust - PVMW	SNACKS - ROMA 2020	01-112-098-60254	\$	34.97
72283		TD Canada Trust - PVMW	DINNER - ROMA 2020	01-112-098-60254	\$	272.07
			- <del></del>		7	

#### Council Summary Report Credit Card Transactions February 2020

Cheque	Cheque					
Number	Date	Vendor Name	Description	Account	Am	ount
72283	2/13/2020	TD Canada Trust - PVMW	DINNER - ROMA 2020	01-112-098-60254	\$	40.51
72283	2/13/2020	TD Canada Trust - PVMW	TRAVEL - ROMA 2020	01-112-098-60254	\$	21.90
72283	2/13/2020	TD Canada Trust - PVMW	TRAVEL - ROMA 2020	01-112-098-60254	\$	20.00
72283	2/13/2020	TD Canada Trust - PVMW	TRAVEL - ROMA 2020	01-112-098-60254	\$	701.65
72283	2/13/2020	TD Canada Trust - PVMW	HOTEL - AMO CONF PVMW	01-112-098-60254	\$	555.61
72283	2/13/2020	TD Canada Trust - PVMW	MAYORS BRKFST-BROWN/VALORE	01-112-098-60258	\$	49.98
72283	2/13/2020	TD Canada Trust - PVMW	FLOWERS - A PLANCKE	01-112-099-60317	\$	98.90
72283	2/13/2020	TD Canada Trust - PVMW	SNACKS - BUDGET MTG	01-112-099-60317	\$	45.12
72283	2/13/2020	TD Canada Trust - PVMW	SNACKS - BUDGET MTG	01-112-099-60317	\$	34.97
72283	2/13/2020	TD Canada Trust - PVMW	SUPPLIES - BUDGET MTG	01-112-099-60317	\$	49.60
72283	2/13/2020	TD Canada Trust - PVMW	SUPPLIES - GEN MTGS	01-112-099-60317	\$	61.56
72283	2/13/2020	TD Canada Trust - PVMW	MTG - PARKING	01-112-099-60317	\$	4.50
72283	2/13/2020	TD Canada Trust - PVMW	ECDEV RECEPTION	01-185-099-63113	\$	82.80
72282	2/13/2020	TD Canada Trust - NS	REFRESHMENTS-HOOPIN TEAM	01-110-099-60300	\$	188.75
72282	2/13/2020	TD Canada Trust - NS	TRAVEL - ROMA 2020	01-110-100-60253	\$	13.00
72282	2/13/2020	TD Canada Trust - NS	TRAVEL - ROMA 2020	01-110-100-60253	\$	8.25
72282	2/13/2020	TD Canada Trust - NS	TRAVEL - ROMA 2020	01-110-100-60253	\$	52.90
72282	2/13/2020	TD Canada Trust - NS	TRAVEL - ROMA 2020	01-110-100-60253	\$	668.06
72282	2/13/2020	TD Canada Trust - NS	TRAVEL - OAPSB SUMMIT	01-122-098-60253	\$	160.61



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

**Date:** February 27, 2020

To: Mayor and Council

Author: Chuck Parsons, Fire Chief

RE: Purchase of Replacement Engine 216

**Report No.:** FD-2020-01

#### **AIM**

To request council approval to award a tender for the purchase of a new fire engine to replace Engine 216 to be delivered in the 2021 budget year.

#### **BACKGROUND**

Council recently approved the capital budget for a new pumping fire apparatus for the south station. Tenders were posted on the Bids and Tenders section of the town's website and closed on Monday, February 24th at 1600 hours. Three manufacturers responded to the call for tenders. The tenders were opened by the Deputy Municipal Clerk, Fire Chief and Deputy Fire Chief in the Deputy Clerk's office on Monday, February 14<sup>th</sup> at 1615 hours.

#### DISCUSSION

The current Fleet Management Program for the fire department has been in place for several years and the apparatus in question has been slated for replacement in 2020. The cost of the apparatus replacement was approved in the 2020 capital budget at a cost of \$700,000.00.

This piece of apparatus will replace the 1996 Freightliner/Fort Garry pumper at the south fire station. Council will recall that the National Fire Protection Association (NFPA) recommends retiring a pumping apparatus after it reaches 25 years and the Fire Underwriters Survey only recognizes apparatus which is 25 years old or less. The fleet management program is based on these standards.

The tender results including the accessory equipment, net of HST, are as follows;

Fort Garry \$596,599.00 Metalfab \$622,413.43 Resqtech \$713,500.00

The officers from the South Station met to review the tenders. In the review of the Fort Garry tender, the specifications did not meet the design that the department requested. The Fort Garry specifications indicated a traditional pump panel style apparatus. The truck requested had an ergonomic pump which is safer for pump operations with the intake hoses located away from the pump operator. With the panel located within the first cabinet, there is an expectation of lower maintenance costs from a cleaner operator's pump panel away from weather and road dust. Metalfab (Carrier Centres Emergency Vehicles) did design the truck to meet those specifications. The officers unanimously agreed that it was the best choice to bring forward for council to award.

Metalfab's tender is below the budgeted \$700,000.00. The delivery date would be 14 months which meets the normal industry expectation of delivery.

#### LINK TO STRATEGIC PLAN

To promote a safe community.

#### FINANCIAL CONSIDERATIONS

The Metalfab tender for the replacement of Engine 216 would amount \$633,367.90 including non-refundable HST. There will be some additional costs for radio installation and graphics when the truck is delivered, however, the total acquisition cost is expected to be well within budget.

#### **CONSULTATIONS**

Jeff Dean – Deputy Chief Robert Brando – South Station Chief South Station Officers

#### RECOMMENDATION

That council approves the acquisition of a replacement Fire Engine from Metalfab (Carrier Centres Emergency Vehicles) of Brantford Ontario for the purchase price of \$633,367.90 inclusive of the rebated HST assessed to the Fire Department Fleet Reserves (account # 01-121-360-72015).

Chuck Parsons
Chuck Parsons, CMM III
Fire Chief

<u>Peggy Van Mierlo-West</u> Peggy Van Mierlo-West, C.E.T.



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

**Date:** March 1, 2020

To: Mayor and Council

Author: Chuck Parsons, Fire Chief

RE: Replacement SUV for Car 1

Report No.: FD-2020-02

#### AIM

To request council approval to award a tender for the purchase of a Police Package SUV to replace Car 1 to be delivered in the 2020 budget year.

#### **BACKGROUND**

Council recently approved the capital budget for a replacement for the Fire Department's SUV known as Car1. Tenders were posted on the Bids and Tenders section of the town's website and closed on Friday, February 29th at 1400 hours. Two dealerships responded to the call for tenders. The tenders were properly downloaded and reviewed.

#### **DISCUSSION**

The current Fleet Management Program for the fire department has been in place for several years and the vehicle in question has been slated for replacement in 2020. The cost of the vehicle replacement was approved in the 2020 capital budget at a cost of \$55,000.00 which includes the vehicle purchase and fit up costs (emergency equipment, lighting and graphics).

The tender results, net of HST, are as follows;

Blue Mountain Chrysler \$38,504.00 Ken Knapp Ford \$41,209.00

Both tenders were reviewed and met the specifications of the tender. Delivery dates varied from 16 weeks for the Chrysler product and 12 weeks for the Ford product. The municipality currently has a positive history of relationship with Ken Knapp Ford for service

and parts of its current Ford vehicles. Due to the shorter delivery time and the historical service, it is recommended to accept the tender from Ken Knapp Ford.

#### LINK TO STRATEGIC PLAN

To promote a safe community.

#### FINANCIAL CONSIDERATIONS

The Ken Knapp Ford tender for the replacement of Car 1 would amount \$41,934.28 including non-refundable HST. There will be some additional costs for fit up when the truck is delivered, however, the total acquisition cost is expected to be well within budget.

#### **CONSULTATIONS**

Deputy Chief Jeff Dean

#### RECOMMENDATION

That council approves the acquisition of a replacement SUV vehicle from Ken Knapp Ford of Essex, Ontario for the purchase price of \$41,934.28 inclusive of the rebated HST assessed to the Fire Department Fleet Reserves (account # 01-121-360-72016).

Chuck Parsons

Chuck Parsons, C.M.M. III Fire Chief

<u>Peggy Van Mierlo-West</u>

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:** March 9, 2020

To: Mayor and Council

Author: Dan Wolicki, Manager of Municipal Facilities and Properties

RE: Design of Floating Docks at Cedar Island Boat Launch

Report No.: MS 2020-06

#### AIM

To provide Council with information pertaining to the design of the floating dock system for the Cedar Island Boat Launch.

#### **BACKGROUND**

The Kingsville Municipal Boat Launch is located off Heritage Road at 599 Cedar Island Drive located within the north-south channel that connects into Lake Erie. The Boat Launch has been municipally owned and maintained since 2012 where a fuel tank platform was installed to provide boaters an opportunity to purchase fuel.

The Boat Launch is operational beginning on the Victoria Day weekend until the end of September and an attendant is present from Thursday through Sunday where boaters are able to purchase fuel at their leisure.

The operations of the Boat Launch and the fuel platform had been suspended from June 13<sup>th</sup>, 2019 until August 8<sup>th</sup>, 2019 due to the instability of high water levels and for the interest of public safety and the protection of staff.

A map of the area and a photo of the conditions from 2019 are included in Appendix A of this report.

With the anticipation of the water levels to remain at record high, the option of installing floating docks had been explored in attempt to provide a safe and sustainable solution to this matter. The concept of floating docks would continue the Town's diligence towards the development of infrastructure networks that are safe, sustainable, and address the challenges associated with aging systems, population growth, and environmental impact.

As a result from the report (MS-2019-33) presented to Council, the recommendation for the installation of floating docks was proposed as a capital item in the 2020 budget.

#### **DISCUSSION**

Following budget approval, the scope of work was urgently initiated due to the potential limits of availability and competition amongst other municipalities arranging similar work. Marine vendors of interest were presented with the project details in request to develop a design and the costing for the installation of floating docks at the Cedar Island Boat Launch.

Proposed designs submitted by vendors were analyzed and evaluated to determine if the attributes of each concept considered the following:

- Safety and Accessibility
- Life Expectancy and Warranties
- Cost
- Installation
- Maintenance
- Ice Load Capability

Table 1 lists the options of decking materials compatible with the required supporting infrastructure design of aluminum and/or steel frame.

#### Table 1

	Type of Floating Dock
Option 1	Wooden Decking
Option 2	High Density Polyethylene Resin (Plastic)
Option 3	Composite Decking

Composite and polyethylene resin (plastic) materials has been identified as a safety risk from producing static charge in which becomes a considerable hazard for fuelling operations. Designs that included composite and polyethylene resin (plastic) materials were unable to satisfy nor eliminate concerns surrounding static charge.

Through consultations with surrounding municipalities involved in similar project works, provided valuable input pertaining to benefits and drawbacks on materials that represented a consensus of the use of wooden decking for existing floating dock systems expressing reasons related to safety and costs.

As a result, it was determined that wooden decking is the most cost-effective and reliable material that is readily available and most existent in comparison to other material options.

The concept proposed by On the Water Designs has been selected and the vendor is committed to fulfill the project timelines of completing the installation by the end of April. The design of the floating dock system will consist of MicroPro pressure treated wood decking with anti-slip treads, aluminum framing and EPS foam filled plastic floaters.

The design of the floating dock system developed by On the Water Designs is attached in Appendix B.

#### LINK TO STRATEGIC PLAN

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

#### FINANCIAL CONSIDERATIONS

\$45,190.15 (excluding HST) will be allocated towards the purchase of the floating dock system designed by On the Water Designs. \$75,000.00 is allocated towards this project in the 2020 Capital Budget.

#### **CONSULTATIONS**

Leo Mailloux Construction
On the Water Designs
Kehoe Marine Construction Ltd.
Candock Ontario
ThruFlow Decking Solutions
Municipal Services Department
City of Windsor
Town of Lakeshore
Municipality of Leamington

#### **RECOMMENDATION**

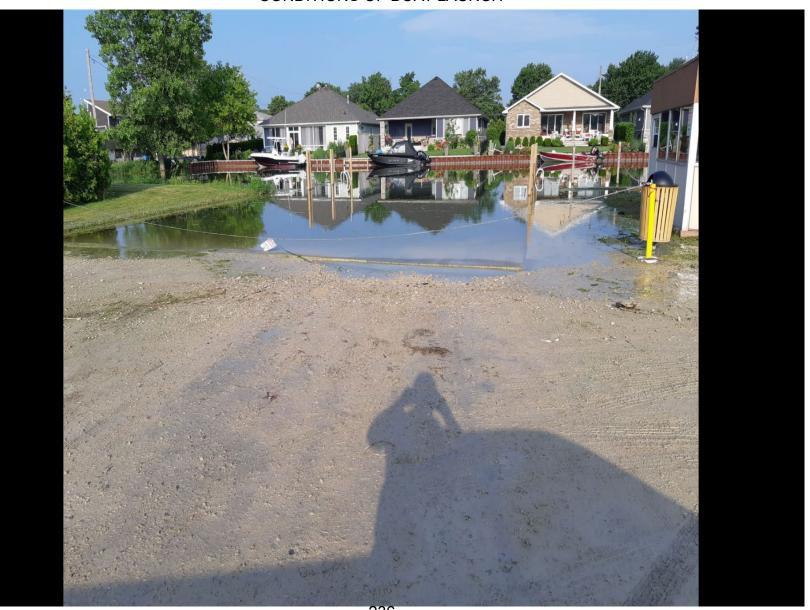
For Council to receive the report and endorse the design of the floating docks system for the Cedar Island Boat Launch.

	Dan Wolicki
manager or r domines and r repenses	Dan Wolicki Manager of Facilities and Properties

G.A. Plancke
G.A. Plancke, Civil Eng. Tech (Env.)
Director of Municipal Services

## APPENDIX A

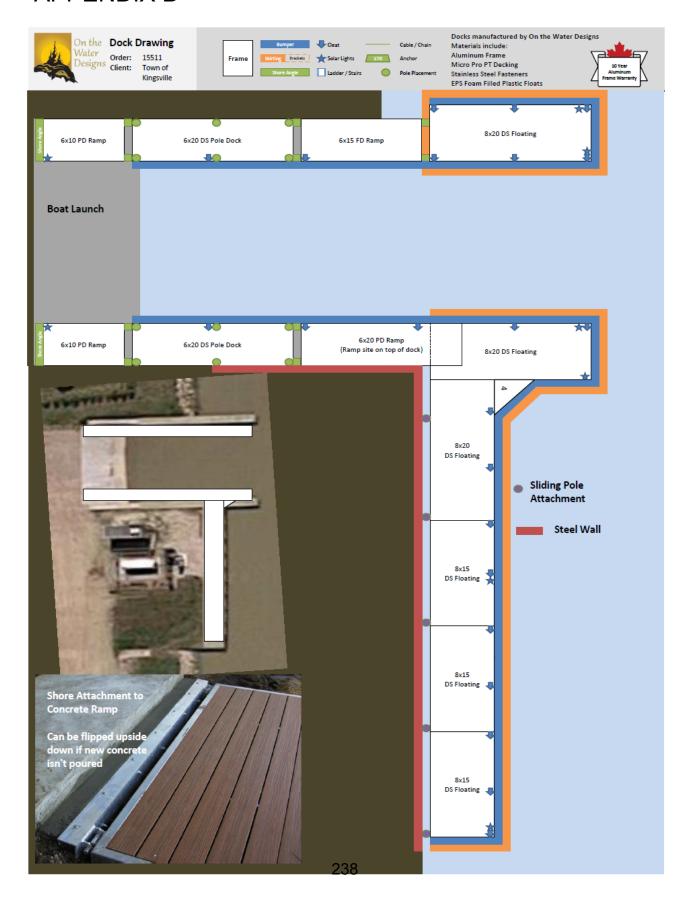
### CONDITIONS OF BOAT LAUNCH



#### MAP OF CEDAR ISLAND BOAT LAUNCH



### **APPENDIX B**





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

Date: January 6, 2020

To: Mayor and Council

Author: Shaun Martinho, Manager of Public Works

RE: Kingsville's Christmas Tree Recycling Program

Report No.: MS2020- 03

#### **AIM**

To provide Council with information regarding updates to the Town's Christmas Tree Recycling Program.

#### **BACKGROUND**

The Christmas Tree Collection Program in Kingsville has historically been a door-to-door service. As identified in the collection calendar, for one week residents could place their tree roadside for collection by Public Works. Every year a winter event would interrupt collection causing delays and last minute modifications to collection dates. Trees would become snow covered and freeze to the ground making collection difficult for staff.

In accordance with the Town of Kingsville's Strategic Plan, Municipal Services undertook a review of the program. Three options were discussed:

- 1) Maintain the existing program despite inefficiencies and continue to collect trees using in-house resources.
- 2) Add two extra yard waste collection dates in January and have Green for Life Environmental (GFL formerly WDS) complete door-to-door collection.
- 3) Institute a drop-off program whereby residents take their trees to marked locations strategically placed throughout town.

In an effort to improve efficiencies in Public Works, while maintaining a high level-ofservice for residents, a drop-off program was implemented in 2019.

#### DISCUSSION

The disposal of trees from drop-off locations is flexible and gives Public Works the ability to adapt to changing weather conditions. In addition, the program was extended by four (4) weeks, giving residents additional time for disposal of their tree. Clearly marked drop-off locations were strategically placed throughout town (See Appendix A). To ensure all residents had access to the service; appointments for pick-up could be scheduled if needed.

The inaugural year of the program was a success. Public Works emptied drop-off locations weekly and reported a comparable number of trees to the previous program. Frontline staff received twenty-two (22) requests for pick-up at the door. Pick-up was completed January 16 and the trees were taken directly to the transfer station.

#### LINK TO STRATEGIC PLAN

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

#### FINANCIAL CONSIDERATIONS

GFL quoted a fixed rate of \$3900.00 per yard waste collection date in January.

#### **CONSULTATIONS**

Local Municipalities
Public Works Staff
Green for Life Environmental (GFL)

#### RECOMMENDATION

That Council receive information related to the revised Christmas Tree Recycling Program.

Shaun Martinho
Shaun Martinho, H.B.Sc., C.E.T.
Public Works Manager

G.A. Plancke
G.A. Plancke, Civil Eng. Tech (Env.)
Director of Municipal Services

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

## Appendix A







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

Date: February 14, 2020

To: Mayor and Council

Author: Shaun Martinho H.B.Sc, C.E.T.

RE: Fleet Replacement Report

Report No.: MS 2020- 04

#### **AIM**

To inform Council of the tendering process for new Fleet acquisition, and recommend approval of the award of tenders.

#### **BACKGROUND**

Several vehicles are listed for replacement in the 2020 capital program. These vehicles have reached the end of their useful lifecycle and are beginning to incur unnecessary maintenance and repair costs. The fleet vehicles listed in the 2020 schedule include:

Capital Budget					
Line #	Description	Dept	Capital Cost	Reserve Funding	Net Tax Impact
	Unit # 10-01- Ford F150				
PW-2020-21	Pick-up	130	\$ 37,500	\$ 37,500	\$ -
ARENA-2020-2	2010 Olympia Ice Resurfacer	170	\$ 110,000	\$ 110,000	\$ -
PARKS-2020-4	Unit # 10-02- Ford F150 Pick-up	171	\$ 37,500	\$ 37,500	\$ -
WAT-2020-5	Unit # 08-01- 2008 GMC Sierra 2500 Pick-up	171	\$ 45,000	\$ 45,000	\$ -
WAT-2020-6	Unit # 06-02- 2006 Ford F350 Pick-up	171	\$ 70,000	\$ 70,000	\$ -
GEN-2020-3	New Vehicle- By-Law Enforcement	124	\$ 35,000	\$ -	\$ 35,000

#### DISCUSSION

The Municipal Services Department prepared several tender documents, as per the Town's procurement policy, for the replacement of these vehicles. When deciding how to equip these vehicles several factors were considered including price, functionality, reliability, environmental impact, and time of delivery. Input was received from numerous parties including vendors, managers, and outside staff.

The results of the tendering and recommended vendors are as follows:

- Public Works will receive a Chevy Silverado 1500 supplied by Finch Chevrolet in London. It will have a spray-in bed liner, toolbox and custom beacon lights.
- The Arena will receive a Millennium H Ice Resurfacer supplied by Olympia.
- Parks and Recreation will receive a Chevy Silverado 1500 supplied by Finch Chevrolet in London. It will have a spray-in bed liner and toolbox.
- Environmental Services will receive a Chevy Silverado 1500 supplied by Finch Chevrolet in London. It will have a spray-in bed liner and two toolboxes.
- Environmental Services will receive a Ford F-350 supplied by Ken Knapp Ford in Essex. It will be retrofitted with a service box fabricated by Commander Industries.
- Building will receive a Chevy Silverado 1500 supplied by Finch Chevrolet in London. It will be retrofitted with a light package for By-law enforcement.

#### LINK TO STRATEGIC PLAN

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

#### FINANCIAL CONSIDERATIONS

The tender results for each of the replacement vehicles is outlined below. The totals include additional items required for outfitting of the vehicles and all applicable taxes.

	Cost (with Non- Rebateable HST)	Trade In	Net Cost	Approved Funding	Net Impact
DW 2020 Chara Silverado 1500	\$36.644.44	\$500.00	<b>#26 644 44</b>	¢27 500 00	
PW- 2020 Chevy Silverado 1500	\$30,044.44	\$500.00	\$36,644.44	\$37,500.00	\$855.56
2020 Olympia Ice Resurfacer	\$104,856.24	\$5,000.00	\$104,856.24	\$110,000.00	\$5,143.76
Parks- 2020 Chevy Silverado 1500	\$35,291.69	\$500.00	\$35,291.69	\$37,500.00	\$2,208.31
WAT- 2020 Chevy Silverado 1500	\$36,083.44	\$500.00	\$36,083.44	\$45,000.00	\$8,916.56
WAT- 2020 Ford F350 with Service Body	\$69,559.49	\$500.00	\$69,559.49	\$70,000.00	\$440.51
GEN- 2020 Chevy Silverado 1500	\$34,839.00	\$0.00	\$34,839.00	\$35,000.00	\$161.00

#### **CONSULTATIONS**

Municipal Services – Director, Manager(s), Supervisor, and all outside staff.

#### RECOMMENDATION

That council approves the acquisition of the Fleet assets utilizing Fleet Management Reserves as follows:

One (1) 2020 Chevy Silverado pick-up truck for the Public Works Department for the purchase price of \$36,644.44 inclusive of the HST burden.

One (1) Olympia Ice Resurfacer for the Arena for the purchase price of \$104,856.24 inclusive of the HST burden.

One (1) 2020 Chevy Silverado pick-up truck for Parks and Recreation for the purchase price of \$35,291.69 inclusive of the HST burden.

One (1) 2020 Ford F-350 for the Environmental Service Department outfitted with a service body for the combined purchase price of \$69,559.49 inclusive of the HST burden.

One (1) 2020 Chevy Silverado pick-up truck for the Environmental Services Department for the purchase price of \$36,083.44 inclusive of the HST burden.

One (1) 2020 Chevy Silverado pick-up truck for the Building Department for the purchase price of \$34,839.00 inclusive of the HST burden.

Respectfully Submitted,

Shaun Martinho

Shaun Martinho, H.B.Sc., C.E.T. Public Works Manager

G.A. Plancke

G.A. Plancke, Civil Eng. Tech (Env.) Director of Municipal Services

Peggy Van Mierlo-West

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

## **Appendix**

## **Tender Results**

# 20- 501 Supply of a 2020 1 ton truck 4 X 2 extended cab with service box (350/3500)

Closing Date: Friday, February 14, 2020

## **Submission Summary**

#### **Vendor**

#### **Unofficial Value or Notes**

Ken Knapp Ford Sales Ltd	\$68,819.00
Reaume Chevrolet	\$69,681.00
Ridgehill Ford Sales	\$71,161.00
Oxford Dodge	\$72,306.00
Blue Mountain Chryslet Ltd.	\$76,457.00



### 20-502

## Supply of four 2020 ½ ton 4 x 4 extended cab pick-up trucks

Closing Date: Friday, February 14, 2020

## **Submission Summary**

#### <u>Vendor</u> <u>Unofficial Value or Notes</u>

Finch Auto Group	\$32, 497.00
Reaume Chevrolet	\$33, 488.00
Leo Racicot Motor Sales Ltd	\$36,000.00
Fraser Durham Chrysler Dodge Jeep	\$36,415.00
Lally Chevrolet Ltd	\$37,842.00
Blue Mountain Chrysler Ltd	\$38,700.00
Lally Sales and Service	\$39,009.00
Oxford Dodge Chrysler Ltd	\$39,634.00
Ken Knapp Ford Sales Ltd	\$39,723.50
Lally Chevrolet Ltd	\$41,244.00



## **Arena Ice Resurfacer**

#### **Vendor**

#### **Unofficial Value or Notes**

Olympia	\$104,856.24
Zamboni 466	\$107,468.65





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

**Date:** March 3, 2020

To: Mayor and Council

Author: Shaun Martinho, Manager of Public Works

RE: Sumac Drive Watermain-Award of Tender

Report No.: MS 2019- 44

#### **AIM**

To seek Council approval to proceed with the reconstruction of a 200mm cast iron watermain on Sumac Drive from Thorncrest Avenue to Spruce Street North.

#### **BACKGROUND**

On January 12, 2018 Municipal Services received a call from Union Water reporting significant water loss in the tower on Pulford Drive. During an investigation, a watermain break was discovered on the embankment of Mill Creek at the south end of Sumac Drive. Due to the severity of the break, and safety concerns with working on the embankment, this repair could not be completed. To continue to provide uninterrupted service to residents a temporary dead-end was established at the top of the embankment (Appendix A).

#### DISCUSSION

There are several concerns with the creation of a dead-end watermain in this area including:

- Staff must continually flush this watermain to maintain appropriate secondary disinfection concentrations.
- The proximity of the dead-end to Mill Creek prevents the installation of an autoflushing device and provides no location to outlet chlorinated water.
- This watermain is in close proximity to the water tower. Its primary function is to maintain adequate water pressure in the service area located north of Mill Creek.

As such, Peralta Engineering was retained to design a replacement waterline. This project will be completed using trenchless technologies and have minimal impact to residents in the area.

#### LINK TO STRATEGIC PLAN

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

#### FINANCIAL CONSIDERATIONS

As part of the 2020 capital schedule \$160,000.00 was budgeted for this project. A tender was advertised to the public on February 14, 2020 and closed on February 28, 2020. The top four bids are as follows:

Contractor	Bid (excluding HST)	
Neven Construction Inc.	\$	121,150.00
D'Amore Construction Ltd.	\$	128,700.00
Sherway Contracting Ltd.	\$	133,975.00
Pro-Bid Contractors Ltd.	\$	135,166.86

#### **CONSULTATIONS**

Peralta Engineering Municipal Services Department

#### RECOMMENDATION

That Council award the Sumac Watermain Reconstruction project to Neven Construction Inc. in the amount of \$121,150.00 excluding HST and authorize the Mayor and Clerk to execute the agreement and draft the appropriate authorizing by-law.

Respectfully submitted,

Shaum Martinho
Shaun Martinho, H.B.Sc., C.E.T.
Public Works Manager

G.A. Plancke

G.A. Plancke, Civil Eng. Tech (Env.) Director of Municipal Services

## N. J. Peralta Engineering Ltd.

#### **Consulting Engineers**

#### Via email

March 2nd, 2020

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

Attention: Shaun Martinho, Manager of Public Works

Dear Shaun:

SUBJECT: Tender Review Letter

PROJECT: SUMAC DRIVE WATERMAIN REPLACEMENT

Town of Kingsville, County of Essex

Project No. E-19-057

It shall be noted that this project was advertised through the Kingsville Bids and Tenders Website. Tenders for the above noted project closed at 11:00 a.m. on Friday, February 28th, 2020 and were opened shortly afterwards by the Town. A total of seven (7) tenders were received for the project. Each of which were delivered to the Town of Kingsville. We have conducted a detailed review of the top four (4) Tenders and offer the following summary:

Rank	Contractor	Tender Amount (Excl. HST)	Days to Commence	Working Days
1. 2.	Nevan Construction Inc. D'Amore Construction (2000) Ltd.	\$ 121,150.00 \$ 128,770.00	15 60	10 20
3. 4.	Sherway Contracting (Windsor) Pro-Bid Contractors Limited		5 30	20 45

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

The lowest tender received was that submitted by Nevan Construction Inc. (Nevan) for the amount of \$121,150.00 (excluding H.S.T). We have reviewed the Tender from Nevan and found it to have one mathematical error (they rounded up when calculating taxes). The error does not affect the outcome of the tender. Additionally, we note that their Tender is approximately 14% lower than lowest bid for this work when it was previously tendered in October of 2019. The Contractors start date and number of working days are satisfactory and typical for this type of work.

Our office has worked with Nevan on various projects in the past, including watermain replacements with directional drilling like this one. We have also reviewed in depth with Town staff with regards to our previous experience with this Contractor. After careful consideration with discussions with the Town, and with Nevan submitting the lowest tender, together with their previous experience with projects of this type, we would recommend that the Town of Kingsville award this Tender to Nevan Construction Inc. in the amount of \$121,150.00 plus H.S.T. for a total tender price of \$136,900.00

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

We respectfully remain,

Yours very truly,

N. J. PERALTA ENGINEERING LTD.

Heide Mikkelsen, P.Eng.

HCM/nf

Encl.



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

**Date:** February 25, 2020

To: Mayor and Council

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

Manager, Planning Services

RE: Main Street Development Policy Review and Interim Control By-law

Report No.: PS 2020-015

#### **AIM**

To provide the Mayor and Council with an outline of the current policies regulating land use on Main Street between Heritage Road and Kratz Road hereafter referred to as the 'study area.' Present a draft Terms of Reference for the development of a Main Street Development Policy Review Committee. Present a draft version of an Interim Control Bylaw limiting development within the Main Street study area.

#### BACKGROUND

Development within the Main Street East and West study area has been very strong over the last several years. This has consisted of new commercial development, residential intensification, commercial redevelopment and residential conversions. Many of the projects that have been undertaken have required some form of approval under the Planning Act including zoning, site plan approval or severance. As a result, of the ongoing development pressure occurring within the study area, the Town has experienced a variety of impacts including:

- i. increased traffic;
- ii. potential land use conflict;
- iii. negative feedback from the public as to the type, scale and character of development;
- iv. a perceived lack of public input, and
- **v.** a lack of cohesive vision for the study area as a whole.

To this end, a Notice of Motion was approved by Council to undertake a number of steps to:

- i) review what is currently in place in terms of policy for the area;
- ii) draft a terms of reference to establish an ad hoc committee of stakeholders to review current policy and provide recommendations for updates and changes, and
- iii) draft an interim control by-law to pause development within the study area while the review is being undertaken.

#### DISCUSSION

#### **Current Policy Framework**

The study area is made up of lands within four Official Plan designations; Central Commercial within the downtown core, Residential to the west and east of the core ending with Highway Commercial to the west and a mix of Highway Commercial, Residential and a small amount of Agriculture to the east.

There are several general policies, which apply to all areas of Kingsville. Each of the specific designations have an outline of goals and policies. Both the general and specific items are outlined in Appendix A.

The zoning of the area is very similar to the Official Plan including, residential, commercial, agriculture and a small amount of institutional. There is a variety of site-specific zones within the study area. Actual uses include highway and service commercial, downtown commercial, single detached dwellings, mixed use commercial residential, residential conversions to small scale commercial, churches, and small apartment complexes.

Specific policy in the Kingsville Zoning By-law include the R1.1, R3.1, EG, C2 and C4 zones, the details of which are included in Appendix B.

Terms of Reference – Main St. Development Policy Review Committee

In earlier 2019 an ad hoc committee was established for the review of the current Official Plan and Zoning By-law policies applicable to greenhouse development. A ten member committee was created and over a six month period developed a framework of new and revised policy.

A similar approach is being proposed in the case of Main St. development policy. A committee of approximately 15 to 20 people is suggested consisting of stakeholders from the BIA, economic development, tourism, council, heritage committee, and residents. In addition to the stakeholders noted in the notice of motion it is recommended that at least one representative from the local development industry and local real estate be included. This would follow the same perimeters as that of the greenhouse policy committee which include a greenhouse industry representative and the OGVG. A terms of reference has been prepared and is included as Appendix C.

#### Interim Control By-law

An interim control bylaw (ICBL) is a tool available to Ontario municipalities as part of the Planning Act. An ICBL places a temporary 'freeze' on the development of certain lands while a municipality is studying or reviewing its land use policies. The by-law is not subject to public notice however does require that the Town provide a notice of passing. The by-law is also not subject to appeal. However, if Council chooses to extend the by-law for an additional year the extension is subject to appeal to LPAT.

In the case of Main Street the passing of an ICBL is a consideration because of the ongoing development pressure occurring and the concern that there is a lack of guiding policy specific to the study area. The notice of motion from Council highlighted the need to pause rezoning applications within the study area.

The ICBL would need to be structured in such a manner that it prevents any further requests for zoning changes within the study area until the proposed committee work is completed and potential new policy adopted. What the ICBL is not intended to do is prevent currently permitted uses from continuing under the existing regulations or stopping new development which has already been approved through a public process or is in the process of being assessed.

#### LINK TO STRATEGIC PLAN

Manage growth through sustainable planning.

#### FINANCIAL CONSIDERATIONS

Although there is no direct or immediate financial implications to the Town, new development along Main Street would be paused for a minimum of one year. There are also potential costs associated with additional works that may be necessary as a result of the committee review process which was not part of the 2020 budget deliberations.

#### CONSULTATIONS

CAO and Managers

#### RECOMMENDATION

It is recommended that Council:

Receive the report on the Main Street Development Policy Review and Interim Control By-law for information purposes;

Approve the terms of reference for the establishment of a Main Street Development Review Committee, and

Direct administration to prepare a final interim control by-law for consideration at the March 23, 2020 meeting of Council.

#### Robert Brown

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

## Peggy Van Mierlo-West

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

#### Appendix A – Official Plan Policy

#### 2.1.1 Land Use Planning Principles

- to create more compact development within designated and fully serviced urban settlement areas;
- b) to provide a broad range of housing, employment and leisure opportunities for a growing and aging population;
- to promote opportunities for intensification and redevelopment within built-up areas which are supported by the appropriate levels of infrastructure and public service facilities
- d) to discourage urban type development outside of the designated settlement areas of the Village of Cottam, the Hamlet of Ruthven and the Town of Kingsville;
- e) to create and maintain an improved balance between residential and employment growth;
- f) to maintain and enhance the uptown area of Kingsville and the commercial area of Cottam as focal points where a broad range of community and commercial facilities and services and housing and employment opportunities are available at higher densities in a mixed use environment;
- g) to maintain and attract manufacturing, agri-businesses and tourism-related businesses and activities that can provide employment opportunities to existing and future residents;
- h) to protect prime agricultural areas for agricultural use;
- i) to protect remaining natural heritage features and other natural resources that are provincially and regionally significant;
- to increase the amount of core natural area and natural buffers where possible, particularly through restoration efforts;
- k) to link wildlife habitat and natural heritage areas to each other, human settlements to other human settlements and people to nature;

- to provide land reserves or corridors for future linear transportation and utility facilities and services;
- m) to accommodate future job creation and employment opportunities in an environmentally sustainable and cost effective manner;
- n) to formulate and adopt a growth management policy to protect and enhance important agricultural and natural resources of this area and direct future urban growth to the urban area;
- o) to provide cost effective and environmentally sound municipal services;
- p) to provide co-operative inter-municipal consultation and co-ordination in the provision of those municipal services that have inter-municipal considerations;
- q) to continue work on long term servicing strategies for sanitary sewage treatment,
   the provision of potable water and storm water management;
- r) to ensure that petroleum, non-metallic mineral resources and aggregate resources are available for future use and that extractive operations are protected from activities that would hinder their expansion or continued use; and
- s) to direct development away from natural and manmade hazardous areas.

#### 2.6 BUFFERING

Adequate buffering will be required between all uses of land where there may be a conflict such that one use will detract from the enjoyment and/or functioning of the adjoining use. Such buffering may include landscaping using local native plantings, screening and greater separation distances between incompatible uses. Required distance separations shall be established in the Zoning By-law that reflect the Ministry of the Environment guidelines regarding appropriate separation distances and buffering between industrial and sensitive land uses.

#### 2.8 SITE SUITABILITY

Prior to the approval of any development or amendments to this Plan and/or the Town's Zoning By-law, it shall be established to the satisfaction of Council that:

a) soil and drainage conditions are suitable to permit the proper sitting of buildings;

- the necessary services are available to adequately accommodate the proposed development;
- no traffic hazards will result because of excess traffic generation or limited sight lines on curves or grades;
- d) the land fronts on a public road which is of a reasonable standard of construction;
- e) adequate measures will be taken to minimize adverse impacts that the proposed use may possibly have upon any proposed or existing adjacent use.

#### 2.9 VISUAL AMENITY

The visual amenity of the Town will be preserved and enhanced wherever possible. This will be achieved by efforts to place telephone and power distribution lines underground wherever financially feasible, by enforcing minimum property standards, by the regulation of signs and by encouraging good landscape design and tree planting.

#### 3.2 COMMERCIAL

#### 3.2.1 Central Commercial

The areas designated "Central Commercial" on Schedules "A-1" and "A-2" are the main commercial areas of the Town. Their purpose is to provide the full range of commercial uses to satisfy the needs of the local area as well as the visiting tourist population.

#### Goals

The following goals are established for the lands designated "Central Commercial" as depicted on Schedules "A-1" and "A-2" of this Plan:

- a) to continue to strengthen the existing downtown type commercial areas (former Kingsville and Cottam downtowns) as community focal points;
- b) to ensure that there is sufficient area for commercial expansion in a downtown setting so that the commercial needs of the area residents can be satisfied in those locations:

- c) to encourage new retail and other commercial uses to locate in the downtown areas;
- d) to promote mixed use redevelopment projects (commercial / residential) including residential apartment development located above the first floor of commercial development in this area;
- e) to provide visually and aesthetically pleasing areas within which to shop;
- f) to encourage further expansion of existing retail commercial uses.

#### **Policies**

The following policies shall apply to those lands designated "Central Commercial" on Schedules "A-1" and "A-2" of this Plan:

- a) the predominant use of land in the "Central Commercial" designation shall be for the buying and selling of goods and services. The permitted uses shall include retail and service commercial stores, banks and other financial institutions, business and professional offices, restaurants, taverns, clubs, recreational establishments, public buildings, parking lots, places of entertainment and amusement, churches, schools, etc. Residential apartment type uses will also be permitted in the "Central Commercial" designation in accordance with the policies in this subsection;
- b) it is the policy of this Plan to maintain the "Central Commercial" areas as areas of commercial and civic focus while allowing new commercial development in outlying areas. In considering proposals for development, regard shall be given to the following:
  - i) where possible, development of vacant sites and redevelopment of existing areas within the "Central Commercial" area shall be encouraged;
  - ii) it is generally intended that adequate parking in clearly defined areas will be required for all new development and redevelopment. The number of spaces required for various types of commercial uses will be contained in the implementing Zoning By-law. Where any proposal for parking is made which appears to be less than the desirable standard in use by the municipality, it should be conclusively demonstrated (before the development is permitted) that the proposal will not lead to nuisances through the parking of vehicles on land or streets adjacent to the use. Where severe parking problems are

encountered in developed areas to an extent that the amenity of the area is affected, the Town will endeavour to establish special parking areas, possibly by assembling land for this purpose pursuant to the provisions of the Municipal Act or the Planning Act. All parking areas shall be attractively designed and landscaped to enhance their appearance in keeping with the character of the Town:

- the retention, renewal and conservation of commercial built resources of historical and architectural merit will be encourage if they are affected by an application for development or redevelopment. The impact of such development plans on the character of the surrounding area will also be considered.
- c) adequate buffering and setback distances shall be provided between the "Central Commercial" uses and adjacent residential uses;
- d) it shall be the policy of this Plan to encourage, by all means possible, the aesthetic and physical improvement of the "Central Commercial" areas. This will include:
  - the acquisition of additional land for off-street parking where necessary and financially feasible;
  - ii) the improvement of traffic circulation and on-street parking practices where necessary; and
  - iii) encouraging beautification efforts and facade improvements for existing business and appropriate site and building design for all new commercial development. The Town will continue to encourage the Victorian Theme particularly in the urban area of the former Town of Kingsville;
- residential apartment units in a mixed use building will be permitted provided the
  residential units are restricted to the second storey and above or at the rear of
  the floor space at street level. Street level floor space shall be restricted to retail,
  office and service commercial purposes;
- f) existing residential uses within the "Central Commercial" designation are permitted and may be recognized in the Zoning By-law subject to the Existing Land Uses and Buildings policy in Section 8 of this Plan;

- g) any application to enlarge the extent of the "Central Commercial" designation shall require an amendment to this Plan. Before an amendment is approved, Council shall be satisfied that:
  - i) where deemed necessary, the applicant has prepared a market potential study to justify the proposed use. The need should be substantiated by adequate market research which will include not only the viability of the proposal but the impact it may have on the existing commercial facilities within the municipality;
  - ii) municipal services are available to the property and have the necessary capacity to satisfy any increased demands as a result of the proposed use;
  - iii) no serious traffic problems will result from the proposed use;
  - iv) the applicant has made reasonable efforts to obtain available space in the existing areas designated "Central Commercial", or has demonstrated why it is not feasible to locate in these areas:
  - v) the proposed use will not adversely affect existing adjacent uses;
- h) all new development within the "Central Commercial" designation will be subject to site plan control pursuant to the Planning Act;
- i) full municipal sewage (sanitary and storm) and municipal potable water services are the means of servicing within the "Central Commercial" designation. Any expansions of the "Central Commercial" designation will not be considered unless:
  - i) serviced by full (sanitary sewage, potable water and stormwater management) municipal servicing in accordance with Section 6.3 of this plan;
  - ii) the uncommitted reserve sewage system and/or reserve water system capacity of the Town's sanitary sewage and potable water systems can adequately accommodate the expansion of the designation; and

iii) if the expansion of the designation necessitates an expansion of the approved municipal sanitary sewage and/or potable water service areas, the expansion of the service areas is undertaken, all in accordance with the requirements of the Environmental Assessment Act.

#### 3.2.3 Highway Commercial

The areas designated "Highway Commercial" on Schedule "A-2" have been determined to be suitable for highway commercial type development.

#### Goals

The following goals are established for the areas designated "Highway Commercial" on Schedule "A-2" of this Plan:

- a) to identify specific areas within the Town which are the most appropriate for highway commercial development;
- b) to ensure that the commercial needs of area residents are satisfied;
- c) to identify specific areas other than the downtown core where retail and service commercial facilities may locate.

#### **Policies**

The following policies shall apply to those lands designated "Highway Commercial" on Schedule "A-2" of this Plan:

a) because of location, development circumstances and easy access, the lands designated "Highway Commercial" are believed to be best suited for service commercial and retail commercial uses, personal service shops and other commercial uses that require good visibility and on-site parking. Accordingly, permitted uses include those that generate moderate to heavy traffic flows, require easy traffic access and nearby parking or include the sale of bulk materials or the servicing of large or otherwise awkward items such as establishments which furnish bulk and wholesale supplies such as fuel, building materials, hardware, etc., establishments which sell or service automobiles, trucks recreational vehicles including boats, and farm and garden vehicles and equipment, motels and related tourist facilities, restaurants and banquet halls, recreational uses, retail commercial uses, personal service shops,

- establishments requiring larger lot areas to accommodate sales and storage such as food stores, furniture stores and warehousing, printing establishments, business and professional offices;
- b) all development within the "Highway Commercial" designation shall be subject to site plan control pursuant to the Planning Act;
- new residential lots shall not be permitted within the "Highway Commercial" designation however accessory residential uses may be allowed;
- d) existing residential uses within the "Highway Commercial" designation are permitted and may be recognized in the Zoning By-law subject to the Existing Land Uses and Buildings policy in Section 8 of this Plan;
- e) all development within the "Highway Commercial" designation shall be in accordance with the land division policies contained in Section 7 of this Plan;
- f) adequate yard, parking and loading standards for the uses permitted in this designation shall be contained in the implementing Zoning By-law;
- g) adequate buffering and setback distances shall be provided between any Highway Commercial uses and adjacent uses. Such buffering may include separation by distance, the provision of beams, fences, grass strips, appropriate shrub plantings and landscaping using local native plantings or any combination thereof deemed necessary by Council;
- h) full municipal sewage (sanitary and storm) and municipal potable water services are, wherever and whenever possible, the preferred means of servicing within the "Highway Commercial" designation. More specifically, for any "Highway Commercial" designated lands serviced by full municipal services, all new development must be fully municipally serviced in accordance with Section 6.3 of this Plan. For "Highway Commercial" designated lands where partial municipal services (i.e. municipal piped water in the absence of municipal sanitary sewers, or municipal sanitary sewers in the absence of municipal piped water) exists, development will only be permitted on partial municipal services within the existing "Highway Commercial" designated lands to:
  - address failed individual on-site sewage and individual on-site water services within existing development;

- to allow for infilling and rounding out of existing development provided that the development is within the reserve sewage system and/or reserve water system capacity; and
- site conditions are suitable for the long-term provision of such services.
- i) new and existing highway commercial uses shall be appropriately zoned in the implementing Zoning By-law and physical expansions to existing highway commercial uses which are limited to the confines of the current zoning shall be permitted; however expansions into the "Agriculture" designation would require an amendment to this Plan).

Expansions of the "Highway Commercial" designation will not be considered unless serviced by full (sanitary sewage, potable water and stormwater management) municipal servicing.

#### 3.6.1 Residential

Areas designated "Residential" on Schedules "A-1" and "A-2" are either currently developed residentially or have previously been determined to be appropriate to accommodate future residential development. It is the intent of this Plan that a broad range of residential types be permitted on lands designated "Residential" in order to meet the needs of all households anticipated during the 20 year planning period of this Plan. In addition, other uses which are considered to be ancillary or necessary to serve the needs of a residential community may also be permitted in the "Residential" designation in accordance with the policies of this Plan.

The following land use goals and policies establish the manner with which new residential development and/or redevelopment should take place in the Town. These policies shall be implemented through regulations enacted in the Town's Zoning Bylaw, the development review/approval process, and through individual site plan control and development agreements.

#### Goals

The following goals for areas designated "Residential" on Schedules "A-1" and "A-2" of this Plan are to:

a) provide areas in which residential development may occur in a controlled and

- progressive manner and to recognize existing residential development and areas presently designated for residential development;
- b) ensure that new development occurs in a manner in keeping with the capacity of the services available and the financial capability of the Town;
- c) encourage infilling of the existing development pattern;
- d) encourage the development of a greater variety of housing types;
- e) provide older residential neighbourhoods with protection from non-residential redevelopment pressures;
- encourage the provision of an adequate supply of draft approved and/or registered lots and blocks on new plans of subdivision and/or registered lots which have been created in accordance with Section 7 of this Plan;
- g) provide opportunity to increase the housing supply through residential intensification. Residential intensification includes infilling, conversions and redevelopment, and will be encouraged in areas designated "Residential" as a means of increasing the supply of affordable rental and ownership accommodations. Within the 5 year period prior to the mandatory review of the Plan, the Town will work with the County of Essex to establish and implement minimum targets for intensification and redevelopment within built-up areas which are supported by the appropriate levels of infrastructure and public service facilities and this Plan will be amended to incorporate such targets;
- h) development standards for residential intensification, infilling, conversions and redevelopment shall be implemented through the zoning by-law and policies within the Town's Development Standards Manual;
- i) encourage an adequate supply of new building lots to meet the anticipated demand for additional housing units over the next 20 year planning period.
- j) provide opportunity to increase the supply of affordable housing through residential intensification. Within the 5 year period prior to the mandatory review of the Plan, the Town will work with the County of Essex to establish and implement minimum targets for affordable housing within built-up areas which are supported by the appropriate levels of infrastructure and public service

facilities and this Plan will be amended to incorporate such targets;

#### **Policies**

The following policies shall apply to those lands designated "Residential" on Schedule "A-1" and "A-2" of this Plan:

- a) a variety of housing types and densities are permitted subject to conformity and compliance with the Zoning By-law. The types of residential units permitted include single unit detached dwellings, two unit dwellings, three unit dwellings, single unit attached dwellings, townhouses, apartments and seniors' housing including retirement homes and nursing homes and other housing designed to accommodate special needs or interests;
- b) other uses which are considered necessary and complimentary to serve residential areas, such as schools, parks, churches, day care centres, home occupations and essential buildings and structures for public utilities, may be permitted where they are compatible with the residential area;
- c) uses that are existing on the date of adoption of this Plan are also permitted in the "Residential" designation;
- d) the regulations and provisions for the uses permitted in the "Residential" designation shall be established in the Zoning By-law;
- e) the creation of new lots for residential purposes will occur in accordance with the land division policies contained within Section 7 of this Plan;
- f) a high standard of amenity shall be provided in all future residential development;
- g) residential infill development in areas of significant historical, architectural or landscape merit shall be encouraged provided:
  - i. sensitive to the existing scale, massing and pattern of the area;
  - ii. be consistent with the existing landscape and streetscape qualities; and
  - iii. will not result in the loss of any significant heritage resources.
- h) areas for medium and high density residential development are not specifically identified in this Plan. It is the intent of the Plan that all types of residential

development will be permitted throughout the area designated "Residential", subject to satisfying certain criteria. The Zoning By-law will zone only existing medium and high density residential uses as such. Any new medium or high density residential development or redevelopment proposal will require an amendment to the Zoning By-law. When considering the appropriateness of the amendment request, the following criteria shall be considered:

#### i. Low Density Residential

The low density residential zone will permit single unit dwellings, two unit dwellings and three unit dwellings at a maximum density of 20 units per gross hectare.

#### ii. Medium Density Residential

The medium density residential zone will permit single unit dwellings, two unit dwellings, three unit dwellings, single unit attached housing, townhouse dwellings, apartment buildings not exceeding three storeys in height and all types of senior and other special interest and needs housing. The maximum density for this type of housing shall not exceed 50 units per gross hectare.

#### iii. High Density Residential

The high density residential zone will permit multiple family dwellings such as single unit attached housing, townhouse dwellings, apartment buildings exceeding three storeys in height and all types of senior and other special interest and needs housing. The maximum density for this type of housing shall not exceed 124 units per gross hectare.

#### iv. Redevelopment of Older Neighbourhoods

Proposals to locate medium and high density residential development in older established residential neighbourhoods will be discouraged if they involve the extensive redevelopment of existing single unit dwellings;

i) when considering applications to amend the Zoning By-law to permit a medium or high density residential development, the Town shall have regard to the following:

- the need for the proposed development as identified through an analysis of housing supply and demand;
- ii) the density and form of adjacent development;
- the adequacy of, and extent of uncommitted reserve capacity in the municipal potable treatment and supply system, the municipal, sanitary sewage treatment and collection system, storm drainage and roads to service the proposed development;
- iv) the adequacy of school, park and community facilities to serve the proposed development;
- v) the adequacy of off-street parking facilities to serve the proposed development;
- vi) the provision of adequate buffering measures deemed necessary to protect and provide general compatibility with the adjacent land uses; and
- vii) accessibility in relation to the location of arterial and collector roads;
- j) all medium and high density residential development will be subject to site plan control pursuant to the Planning Act;
- k) mobile homes and/or mobile home parks shall not be permitted in the "Residential" designation;
- home occupations carried out for remuneration as defined in the Zoning By-law are permitted in the "Residential" designation;
- m) institutional uses are permitted in the "Residential" designation but shall require a site specific amendment to the Zoning By-law. When considering the appropriateness of a particular institutional use, the criteria contained in Section 3.4 of this Plan shall be considered;
- n) undeveloped lands that are designated "Residential" may be placed in a holding zone in the Zoning By-law. The holding symbol will be removed when appropriate sewage treatment, municipal water and any other necessary arrangements are made to the satisfaction of the Town and the Ministry of the Environment and a plan of subdivision is approved, where required. Existing uses shall be permitted in the interim;

- o) all development in the "Residential" designation shall be in accordance with the land division policies contained in Section 7 of this Plan. The provision of a three year supply of at least 300 residential lots through a combination of draft approved and/or registered lots and blocks on plans of subdivision and/or registered lots which have been created in accordance with Section 7 of this Plan shall be maintained within areas designated for residential use;
- p) group homes that are in the form of single unit detached dwellings are permitted anywhere single unit dwellings are permitted. Group homes that have a form other than single unit detached dwellings may be permitted on those lands designated "Residential" subject to a site-specific amendment to the Zoning By-law. For the purposes of this Plan, a "group home" is defined as a single housekeeping unit in a residential dwelling in which three to ten residents, excluding staff or receiving family, live as a family under responsible supervision consistent with the requirements of its residents. The group home must be licensed or approved under Provincial statute and be in compliance with all municipal By-laws. Group homes to be used for criminal ex-offenders shall not be permitted anywhere in the Town.

When considering an application to amend the implementing Zoning By-law to permit a group home that has a form other than a single unit detached dwelling, Council shall regard to the following:

- i) the compatibility of the proposed use with the surrounding area;
- ii) whether the proposed group home will create an undue concentration of group homes in the area; and
- iii) whether the building will have adequate setbacks from existing adjacent uses;
- q) it is the intent of this Plan to avoid intrusions of commercial activities in the "Residential" designation. New local commercial uses, therefore, shall not be permitted in the "Residential" designation. The Zoning By-law may recognize existing local commercial uses subject to the Existing Uses policy contained in subsection 8.7.1 of this Plan;
- r) the conversion of single unit dwellings to create more than two new dwellings units may be permitted subject to an amendment to the Zoning By-law subject to compliance with the following requirements:

- external changes should be minimal and the single unit character of the dwelling should be preserved as far as possible;
- ii) adequate off-street parking should be made available for all dwelling units;
- iii) adequate services should be available to accommodate all units.
- s) notwithstanding any other policies in this Plan, the non-residential use as a professional and personal service office building shall be permitted in the "Residential" designation on those vacant lands located at the north west corner of Main Street East and Remark Drive. The implementing Zoning By-law shall limit the permitted uses on those lands to include only a structure for use as a professional and personal service office and will stipulate the lot and building requirements;
- t) notwithstanding any other policies in this Plan, the implementing zoning by-law shall limit the list of permitted uses on those lands designated "Residential" on the north side of Lakeview Avenue between Industrial Road and Wigle Avenue to include only existing single unit dwellings, existing townhouses and existing and new uses accessory to the residential uses. The lot and building requirements for the above permitted uses shall be the same as those for the Residential zone on the south side of Lakeview Avenue.

Any proposal to construct a new single unit dwelling unit on the subject properties will require an amendment to the zoning by-law. Prior to amending the zoning by-law the applicant shall be informed of existing industries in the area and the potential compatibility problems associated with them.

Any proposal to construct anything other than a single unit dwelling, a use accessory to a residential use or the expansion of an existing use shall require an amendment to this Plan.

Appendix B - Zoning Regulations

	, пропа	IX D - Zonnig Regulations	
SU	SUBSECTION 6.1.1 RESIDENTIAL ZONE 1 URBAN (R1.1) Low Density Residential – Kingsville centre		
a)	Permitted Uses		
i)	Main use	Residential use; or Rest home or Nursing home; Group home.	
ii)	Accessory use	One Home occupation; Accessory uses to the Main use.	
b)	Permitted Buildings and Structures		
i)	Permitted buildings and structures	One, single detached dwelling; Buildings and structures accessory to the Main use.	
c)	Regulations		
i)	Lot area (minimum)	500 m <sup>2</sup> (5,382 ft <sup>2</sup> )	
ii)	Lot frontage (minimum)	15 m (50 ft)	
iii)	iii) Open Space (minimum) 30 %		
iv)	Lot coverage (maximum)	40 %	
v)	Front yard depth (minimum)	5.5 m (18 ft)	
vi)	Rear yard depth (minimum)	7.5 m (25 ft)	
vii)	Interior Side yard width (minimum)	1.5 m (5ft) with an attached garage or carport; or 1.5 m (5 ft) on one side of the main building and 3.0 m (10 ft) on the other side when there is no attached garage or carport.	
viii)	Exterior Side yard width (minimum)	4.5 m (15 ft)	
ix)	Main building height (maximum)	11 m (36 ft)	

#### d) Supplementary Regulations

- i) Each *dwelling shall* be connected to full municipal services (storm water services, potable water services, *sanitary sewer* services) and electrical services as approved by The *Corporation* or any other authority having jurisdiction.
- ii) The following supplementary regulations *shall* also apply to lands *zone*d (R1.1):
  - Subsection 3: Definitions
  - Subsection 4: General Regulations (ie: Home occupations)
  - Subsection 5: Parking Regulations
- iii) Subsection 4.15 *Floodplain Development Control Area shall* apply in whole or in part to lands situated within the following restricted areas shown on Schedule "A":
  - 1. Natural Environment Zone Subsection 11.1;
  - 2. Wetland Zone Subsection 11.2,&
  - 3. ERCA Floodplain Development Control Area

SUBSECTION 6.3.1	RESIDENTIAL ZONE 3 URI (Medium <i>Densit</i> y	BAN (R3.1) ⁄ Residential – Kingsville Cer	ntre)	
a) Permitted Uses				
i) <i>Main use</i>	Residential; Group home; or Nursing or Rest home.			
ii) Accessory use	One Home occupation	One Bed and breakfast; One Home occupation; Accessory uses to the Main use.		
b) Permitted Buildings and Str	uctures			
i) Permitted buildings and structures	Townhouse complex of Triplex complex; Townhouse dwelling we Townhouse dwelling ure One Group home; Nursing or Rest home,		dwelling units;	
c) Regulations				
	Converted dwelling	Townhouse dwelling	Townhouse dwelling unit	
i) <b>Lot area</b> (minimum)	450 m <sup>2</sup> (4,844 ft <sup>2</sup> )	495 m² (5,330 ft²)	165 m² (1,776 ft²)	
		25 m (80 ft) if an interior <i>lot</i> ;	7.5 m (25 ft) for interior units	
ii) Lot frontage (minimum)	16 m (53 ft)		8.5 m (28 ft) for end units on interior lots	
		29 m if a corner lot	11.5 m for exterior <i>units</i> on <i>corner lot</i> s	
iii) Open Space (minimum)	30 %			
iv) Lot coverage (max)	50 % 55 %		55 %	
v) Front yard depth (min)	5.5 m (18 ft)	•		
vi) Rear yard depth (min)	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)	

	Converted dwelling	Townhouse dwelling	Townhouse dwelling unit
vii) <i>Interior Side yard</i> width <i>minimum</i> )	<ul> <li>a) 1.5 m (5ft) on both side yards with an attached garage or carport; or</li> <li>b) 1.5 m (5 ft) on one side of the main building and 3.0 m (10 ft) on the other side when there is no attached garage or carport.</li> </ul>	<ul> <li>a) 1.5 m (5ft) on both side yards with an attached garage or carport for each residential unit; or</li> <li>b) 1.5 m (5 ft) on one side of the main building and 4.0 m (13 ft) on the other side when there is no attached garage or carport;</li> <li>c) 0m interior side yard is required for the common wall of the townhouse dwelling unit.</li> </ul>	<ul> <li>a) 1.5 m (5ft) side yards with an attached garage or carport for each residential unit; or</li> <li>b) 4.0 m (13 ft) on one side of the main building when there is no attached garage or carport;</li> <li>c) 0m interior side yard is required for the common wall of the townhouse dwelling unit.</li> </ul>
viii) <i>Exterior side yard</i> width ( <i>minimum</i> )	4.0 m (13 ft)		
ix) <b>Main building height</b> (maximum)	11 m (36 ft)		

#### d) Supplemental Regulations

- i) Each *dwelling shall* be connected to full municipal services (storm water services, potable water services, sanitary services) and electrical services as approved by The *Corporation* or any other authority having jurisdiction.
- ii) The following supplementary regulations shall also apply to lands zoned (R3.1):

Subsection 3: Definitions

Subsection 4: General Provisions Subsection 5: Parking Regulations

- iii) Subsection 4.15 *Floodplain Development Control Area shall* apply in whole or in part to lands situated within the following restricted areas shown on Schedule "A":
  - 1. Natural Environment Zone Subsection 11.1;
  - 2. Wetland Zone Subsection 11.2,&
  - 3. ERCA Floodplain Development Control Area

SUBSECTION 8.2	CENTRAL COMME	RCIAL (C2)
a) Permitted Uses		
i) <i>Main use</i>	appliance sales and service; art studio and art gallery; assembly hall, convention or conference hall; automobile service establishments (existing); automotive parts and supplies store; automatic car wash and detailing; bakery and bakeshop; boarding house and rooming house buildings and service supply store; coin-operated car wash convenience store; craft studio; dental clinic; drive-through facility (restaurant or financial); existing residential use; financial institutions;	Fitness centre funeral home and rest parlour; gas bar and service station; grocery store; home supply and hardware store; home supply specialty shop; hotel or inn; institutional use; medical clinic; municipal, provincial or federal government; office; personal service shop; physio/chiropractic/naturopathic clinic; places of amusement/entertainment/ recreation; plumbing and plumbing supply facility; public and municipal use; private or public clubs and meeting hall; restaurants and/or tavern; retail store; school, educational institution, trade school; small goods repair shop; temporary outdoor vendor; veterinary clinic;
ii) Accessory use	Enclosed storage Residential Unit in a commercial building in accordance with Subsection 4.3 c) of this by-law Outside display and sale of goods and materials Outdoor patio accessory to a restaurant/bar Accessory uses	
b) Permitted Buildings and	Structures	
i) Permitted buildings an structures:	' INITED LISE DUIDINGS CONTAINING COMMERCIAL AND	

c) Regulations	
	a) Front yard: established building line;
	b) Building height: average height of adjacent buildings or to a maximum of three storeys or 16.5 m (54 ft);
i) New <i>building</i> regulations:	c) Exterior Side yard: established building line or 3 m (10 ft);
i) New bunding regulations.	<ul> <li>d) Interior Side yard: 0 m interior side yard where infilling between two buildings at a 0m interior side yard; or 4.5 m when abutting an existing residential land use;</li> </ul>
	e) Rear yard: established building line or 4.5 m (15ft) where abutting a residential land use.
	a) must be located behind the front face of the <i>main</i> building;
ii) Accessory structure	b) maximum 1 storey in height;
regulations:	c) a maximum of 10% lot coverage;
	d) must have sufficient separation clearance for emergency access to the <i>main building</i> .

#### d) Supplementary Regulations

- i) Outside storage is only permitted within an enclosed area.
- ii) Each *commercial building shall* be connected to full municipal services (storm water services, potable water services, sanitary services) and electrical services as approved by The *Corporation* or any other authority having jurisdiction.
- iii) A drive-through restaurant or drive-through food outlet shall not be permitted on an interior lot when adjacent to residential land use.
- iv) Accessory Residential Units:
  - i) shall be located behind the commercial use on the main floor or above the commercial uses;
  - ii) shall comprise a maximum of 75% of the total building floor area;
  - iii) shall have a separate entrance from the commercial business;
  - v) shall have parking in compliance with Subsection 5 of this By-law.
- v) The following supplementary regulations *shall* also apply to lands *zone*d (C2):

Subsection 3: Definitions

Subsection 4: General Provisions

Subsection 5: Parking Regulations

- vi) Subsection 4.15 *Floodplain Development Control Area shall* apply in whole or in part to lands situated within the following restricted areas shown on Schedule "A":
  - 1. Natural Environment Zone Subsection 11.1;
  - 2. Wetland Zone Subsection 11.2,&
  - 3. ERCA Floodplain Development Control Area

SUBSECTION 8	SUBSECTION 8.4 GENERAL COMMERCIAL (C4)				
a) Permitted Us	ses				
i) <i>Main use</i>	automobile gas automobile, RV sales and service automatic car we detailing facility bulk sales; coin operated commercial educommercial selficontractor's yar convenience steed drive-through fafinancial institut fitness centre funeral home or garden centre a grocery stores; home building a	, farm/garden equipment ce; vash and automobile ar wash; ucation facility; f storage; d; ores; ecility (restaurant, bank); vions;	laundromats; long term care facilities; lumber yards and building supply outlet; micro brewery; minor commercial centre personal service shops; pharmacy; place of amusement, entertainment facilities; private and public recreation professional or medical offices; retail establishments; recreation or community centres; restaurant, taverns, outdoor patios; retirement homes and seniors homes; roadside stand; taxi office and dispatch; trade school; warehousing and wholesale establishments;		
ii) Accessory use		Secondary Residential <i>Units</i> Outside display and sale of goods and materials Outdoor patio accessory to a restaurant/bar Accessory uses			
b) Permitted Bu	uildings and Stru	ctures			
i) Permitted buildings and structures		Existing buildings; Commercial buildings; Mixed Use buildings containing commercial and residential uses.			
c) Regulations					
ii) <i>Minimum L</i> o	ot area	464 m² (5,000 ft²)			
iii) <i>Minimum Lot frontage</i> 15 m (50 ft)					
iv) <b>Maximum L</b>	ot coverage	60%			
v) <i>Minimum la</i> space	' 15%				

vi) <b>New <i>main building</i></b> regulations	<ul> <li>a) Front yard: established building line or 4 m minimum for the front face of the building;</li> <li>b) Building height: average height of adjacent buildings or to a maximum of three storeys or 16.5 m;</li> <li>c) Exterior Side yard: established building line or 4 m;</li> <li>d) Interior Side yard: i) when abutting an existing residential land use: 4.5 m for the first floor and an additional 1.5 m for each additional floor; or ii) when abutting a commercial land use: 2 m for the first floor and 1 m for each additional floor;</li> <li>e) Rear yard: established building line or 6 m; 6m where abutting a residential land use.</li> </ul>
vii) Accessory structure regulations	<ul> <li>a) must be located behind the front face of the <i>main building</i> in either an <i>interior side yard</i> or a <i>rear yard</i>;</li> <li>b) <i>maximum</i> 1 <i>storey</i> in <i>height</i>;</li> <li>c) a <i>maximum</i> of 10% <i>lot coverage</i>;</li> <li>d) must have sufficient separation clearance for emergency access to the <i>main building</i>.</li> </ul>

#### d) Supplementary Regulations

- i) Outside storage is only permitted within an enclosed area.
- ii) Each *commercial building shall* be connected to full municipal services (storm water services, potable water services, sanitary services) and electrical services as approved by The *Corporation* or any other authority having jurisdiction.
- iii) A drive-through restaurant or drive-through food outlet shall not be permitted on an interior lot when adjacent to residential land use.
- iv) Accessory Residential Units:
  - i) shall be located behind the commercial on the main floor or above the commercial uses;
  - ii) shall comprise a maximum of 75% of the total building floor area;
  - iii) shall have a separate entrance from the commercial business;
  - iv) shall have parking in compliance with Subsection 5 of this By-law.
- v) The following supplementary regulations shall also apply to lands zoned (C4):
  - Subsection 3: Definitions
  - Subsection 4: General Provisions
  - Subsection 5: Parking Regulations
- vi) Subsection 4.15 *Floodplain Development Control Area shall* apply in whole or in part to lands situated within the following restricted areas shown on Schedule "A":
  - 1. Natural Environment Zone Subsection 11.1;
  - 2. Wetland Zone Subsection 11.2,&
  - 3. ERCA Floodplain Development Control Area

SUBSECTION 10.6 EDUCATION	N (EG)
a) Permitted Uses	
i) <i>Main us</i> e	School – Elementary or Secondary Church/Chapel/religious institution/place of worship College High School Museum School, Commercial Specialized training facility University
ii) Accessory use	Accessory uses to the main use Outdoor storage Office Retail component
b) Permitted Buildings and Structures	
i) Permitted Buildings and Structures	Museum Chapel Crematorium(s) Mausoleum(s) Accessory structures
c) Regulations	
i) Lot area (min)	2,000 m <sup>2</sup> (21,530 ft <sup>2</sup> )
ii) Lot frontage (min)	15 m (50 ft)
iii) Interior Side Yard (min)	The greater of 50% of the <i>building height</i> when adjacent to a <i>zone</i> that permits a residence or a <i>minimum</i> of 3 m from an <i>interior side yard</i> adjacent to a <i>zone</i> that does not permit a residence.
iv) Front Yard Setback (min)	7.5 m or established <i>building</i> line
v) Exterior Side Yard (min)	4.5 m (15 ft)
vi) Rear Yard (min)	7.5 m
vii) Lot coverage (max)	30% including all accessory buildings and structures
viii) <i>Main building height</i> ( <i>max</i> )	15 m
ix) Accessory structure height (max)	7.5 m

#### d) Supplemental Regulations

- i) Notwithstanding Subsection 4.2 of this By-law, new *accessory buildings* and monuments used for purposes related to a museum are *permitted* within 1 m of the exterior side-*yard* abutting the Chrysler Canada Greenway *Right-of-way*, and, *permitted* within 3 m of any interior *lot* line abutting a residential *Zone*.
- ii) The following supplementary regulations shall also apply to lands zoned (EG):

Subsection 3: Definitions

Subsection 4: General Provisions Subsection 5: Parking Regulations

- iii) Subsection 4.15 *Floodplain Development Control Area shall* apply in whole or in part to lands situated within the following restricted areas shown on Schedule "A":
  - 1. Natural Environment Zone Subsection 11.1;
  - 2. Wetland Zone Subsection 11.2,&
  - 3. ERCA Floodplain Development Control Area

## THE CORPORATION OF THE TOWN OF KINGSVILLE

#### **BY-LAW 00-2020**

Being a by-law to establish Interim Control on certain land uses within The Corporation of the Town of Kingsville

**WHEREAS** Council has directed, by resolution, a land use planning review be undertaken with respect to development of lands fronting on Main Street East or Main Street West from Heritage Road to Kratz Road;

**AND WHEREAS** it is deemed desirable and expedient to enact interim controls concerning rezoning of lands on Main Street within the defined area until the review has been completed and considered by Council;

**AND WHEREAS** Section 38(1) of the Planning Act, R.S.O. 1990, c.P.13, as amended, authority is granted to Council of local municipalities to enact interim controls where a review or study has been directed;.

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

#### **Definitions**

- 1. In this by-law shall
  - 1. "Existing" means a use, building or other structure both lawfully existing on the date of the passing of this by-law.
  - 2. "Lot Frontage means the dimension of a **lot** or portion of a **lot** abutting on a street, except the side of a corner lot. Lot frontage means the length of the front lot line measured at the street right-of-way.
  - 3. "Study Area" means lands with lot frontage on Main Street East or Main Street West and located east of Heritage Road and west of Kratz Road or as more specifically outlined in Schedule 'A' of this by-law.
  - 4. "Town" means The Corporation of the Town of Kingsville
  - 5. "Zoning By-law" means a by-law passed under Section 34 of the Planning Act, R.S.O. 1990, c.P.13 and in force.

#### General

- 2. This by-law applies to all lands with frontage on Main Street East and Main Street West located east of Heritage Road and West of Kratz Road or as more specifically outlined in Schedule "A".
- 3. Despite the provisions of any zoning by-law or any other by-law of the Town to the contrary, within the study area, all buildings and structures shall be limited to those existing on the date of passing of this by-law during the term of this by-law, except as follows:
- 4. Section 3 shall not apply to prevent:
  - i. the construction of new buildings or structures permitted by the existing zoning.
  - **ii.** a zoning amendment which does not increase the density of a residential use beyond 20 units per hectare.
  - iii. the construction of a permitted commercial use which does not increase the building foot print or total square footage by more than 20%.

#### **Administration**

5. If any section, clause or provision of this by-law is for any reason declared by a court or competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof other than the section, clause or provision so declared to be invalid and all the remaining sections, clauses or provisions of this By-law shall remain in full force and effect for the term of this by-law, notwithstanding that one or more provision or parts thereof shall have been declared invalid.

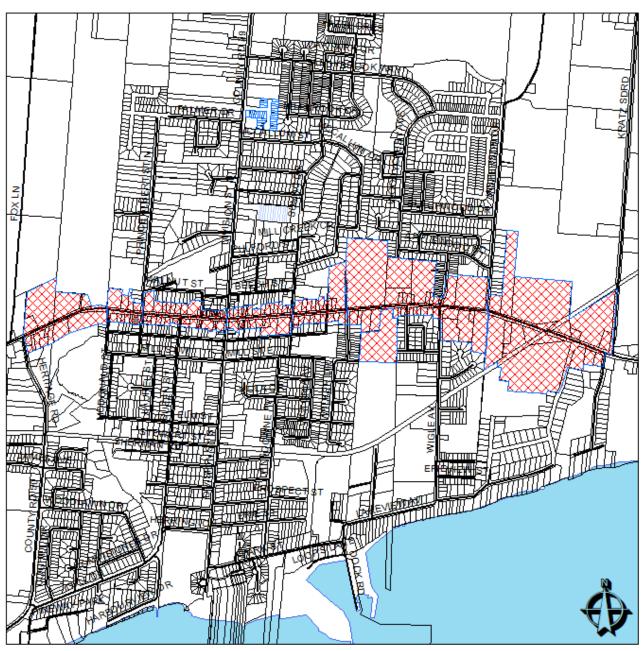
#### Schedule

6. Schedule 'A' attached hereto forms part of this By-law.

#### **Effective Date**

7.	•	ne into force and take effect on the day it is finally nain in effect until theday
READ	-	AND THIRD TIME AND FINALLY PASSED THIS _, 2020.
		MAYOR, Nelson Santos
		CLEDK Jannifor Astrologo

## Schedule A







# TERMS OF REFERENCE Main Street Development Policy Review Committee

Authorizing or Mandating Legislation: None

Procedural By-law: By-law 55-2016, as amended from time to time

Approved: March 9, 2020

Evaluation Date: February 26, 2020 Date of Formation: February 25, 2020

#### 1.0 PURPOSE

To review the current Official Plan and zoning regulations applicable to Main Street development between Heritage Road and Kratz Road. Based on the review process develop recommendations for new, revised or updated policy to form a comprehensive plan for development on Main Street including but not limited to identifying the key development areas, establishment of urban design guidelines and a Downtown Community Improvement Plan, solutions to address traffic management and other areas or issues identified by the Committee.

#### 2.0 COMMITTEE PARTICULARS

#### 2.1 Resources:

- 2.1.1 Manager, Planning Services
- 2.1.2 Staff Support: As determined by the Manager of Planning Services
- 2.1.3 Number of Council Members: Two
- 2.1.4 Number of Members: maximum membership is 15 and shall include stakeholders from the BIA, economic development, tourism, heritage committee, development, real estate and residents

**2.2 Term:** April 1, 2020 to March 31, 2021

2.3 Meeting Frequency: Monthly or as required

2.4 Remuneration: N/A

#### 3.0 SCOPE OF WORK

The Committee shall:

- **3.1** Establish a leadership structure including chairperson and individual working groups within the committee.
- **3.2** Recognize that Town staff are a resource for the committee. Direction and recommendations to Council shall be formulated by the committee.

- **3.3** Establish a framework for the work to be completed in the allotted timeframe.
- 3.4 Review the current Kingsville Official Plan and Kingsville Comprehensive Zoning By-law requirements as they relate to Main Street development.
- 3.5 Identify areas within the Official Plan and Zoning By-law that should be updated.
- 3.6 Develop suggested changes to the applicable development standards in consultation with all affected parties.
- 3.7 Identify the key development areas within the Main Street study area.
- **3.8** Review the opportunity to establish urban design guidelines.
- **3.9** Consideration of solutions to address traffic management including a review of current and planned infrastructure projects.
- **3.10** Review the opportunity to establish a Downtown Community Improvement Area.
- **3.11** Identification of other areas or issues arising from the Committee's review.
- 3.12 Facilitate public input sessions through a minimum of three public input sessions. Meeting One should be a presentation outlining the committee purpose and goals and provide the public with methods to provide constructive input. Meeting Two should provide an overview of public feedback along with presentation of an initial framework of policy direction. Meeting Three would be a general follow-up with the purpose to be determined.
- 3.13 Presentation of a report to Council outlining the consultation process and the final recommendations that have been developed for consideration and approval.

#### 4.0 REQUIRED SKILLS

Strategy Communications Stakeholder Relations



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

**Date:** March 2, 2020

To: Mayor and Council

Author: Kristina Brcic, MSc, BURPI

**Town Planner** 

RE: Application for Part-lot Control Extension PLC/02/20 by

Builder Direct Buy Corporation Lots 74 and 76 to 79 Plan 12M-552

1, 3, 5, 7, 9, 11, 13, 15, 21 & 23 Woodland Street, Millbrook Subdivision

Report No.: PS 2020-16

#### AIM

To provide the Mayor and Council with information on an application for lands in the Millbrook Subdivision, Stage II Phase 1, for exemption from part-lot control.

#### **BACKGROUND**

The application applies to five Lots, 74, 76 to 79 on Plan 12M-552, which are part of the ongoing development of the Millbrook Subdivision, Stage II Phase 1. Plan 12M-552 was registered in 2007. The subject lots are located on south side of Woodland Street, east of Hazel Crescent. A Location Map of the proposed lots is attached as Appendix A. The lands are currently subject to a Part-lot Control exemption under By-law 56-2017. The lands have not yet been fully developed and the by-law will expire in May of 2020, as such an extension is required. There is no change in the original proposed lot configuration. The subject lands are intended for the development of semi-detached dwellings which is consistent with existing development in the area.

#### **DISCUSSION**

The subject properties are designated 'Residential' in the Official Plan and zoned 'Residential Zone 2 Urban Exception 6 (R2.2-6)' under the Kingsville Comprehensive Zoning By-law. The subject lands consist of six (6) plan lots within the Millbrook Subdivision intended for the development of semi-detached dwellings. Once constructed, the semi-detached dwelling is then subdivided into individual freehold units. Exemption

from part lot control is required which then provides the developer the ability to convey the individual units via completion of a reference plan (survey).

For a Sketch of the Proposed Lots, please refer to highlighted lots in Appendix B.

Subsection 50(7) of the *Planning Act* authorizes Council to pass a by-law providing that the part lot control provisions of Section 50(5) of the said Act do not apply to lands designated in the by-law. The application is not subject to a public hearing or appeal because Council has already approved the entire subdivision in principle and the zoning of the lands is in place to permit the use. This is a common approach for within a plan of subdivision for the creation of individual lots for semi-detached swelling units.

Since extension of Part Lot Control Exemption is not required for lots that have been constructed to-date, the proposed extension of the three (3) year time period will only apply to the remaining subject lots.

#### LINK TO STRATEGIC PLAN

Manage residential growth through sustainable planning.

#### FINANCIAL CONSIDERATIONS

There will be an increase in assessment value with the completion of the development.

#### **CONSULTATIONS**

No public or agency consultation is required by the *Planning Act* when considering a Part Lot Control Exemption By-law.

#### RECOMMENDATION

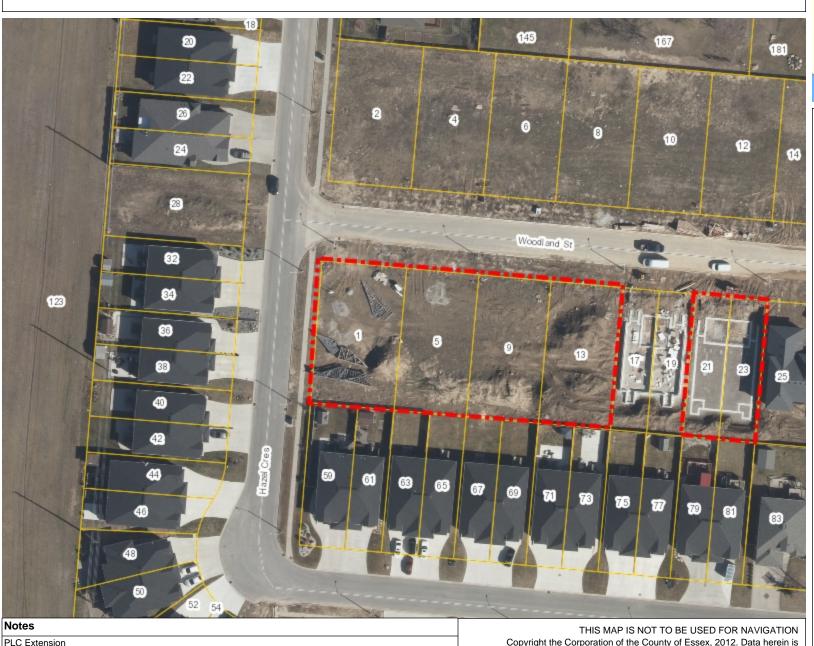
It is recommended that Council approve the further extension of Part-lot Control exemption, By-law 56-2017, to allow Lots 74 and 76, 77, 78 & 79 on Plan 12M-552 to continue to be exempt from Section 50(5) of the *Planning Act*, and that Council authorize and direct Planning Services to register the by-law (30-2020) on title.

Kristina Brcic	
Kristina Brcic, MSc, BURPI	
Town Planner	

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



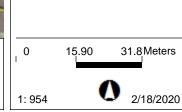
## 1,3,5,7,9,11,13,15,21,23 Woodland



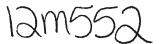


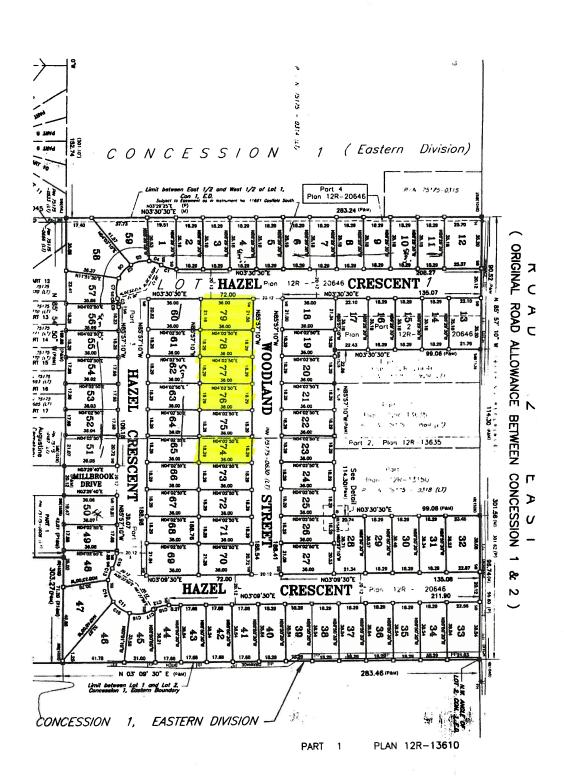
# Essex Municipalities | call other values> | Kingsville Street | Severance

Kingsville Assessment



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.





288

#### THE CORPORATION OF THE TOWN OF KINGSVILLE

#### **BY-LAW NUMBER 30-2020**

Being a By-law to extend the exemption from Part Lot Control Pursuant to Section 50(7) of the Planning Act as provided for in By-law 56-2017

(Millbrook Subdivision, Stage II Phase 1 – Plan 12M-552)

**WHEREAS** Subsection 50 (7.4) of the Planning Act R.S.O. 1990, c.P.13, as amended authorizes Council by By-law to extend the time period specified by the expiration of a by-law to designate lands within a registered plan of subdivision as lands subject to part-lot control;

**AND WHEREAS** Subsection 50 (7.5) of the Planning Act authorizes Council by By-law to repeal or amend a by-law to designate lands within a registered plan of subdivision as land not subject to part-lot control, in order to delete part of the land described in it;

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

- 1. By-law 56-2017 is amended by:
  - a) Deleting item 3. the date "May 8, 2020" and inserting in its place the following date "March 9, 2023"
  - b) Deleting Item 1. and replacing with the following:

"That Subsection 5 of Section 50 of the Planning Act, R.S.O., c.P.13, does not apply to those parts of the registered plan described as follows:

All and singular those certain parcels or tracts of land and premises lying and being in the Town of Kingsville, being Lots Lot 74, 76, 77, 78 & 79, Plan 12M-552 and known locally as follows:

21 & 23 Woodland Street (Lot 74, Plan 12M-552)

13 & 15 Woodland Street (Lot 76, Plan 12M-552)

9 & 11 Woodland Street (Lot 77, Plan 12M-552)

5 & 7 Woodland Street (Lot 78, Plan 12M-552)

1 & 3 Woodland Street (Lot 79, Plan 12M-552)

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 9<sup>TH</sup> day of March 2020.

MAYOR, Nelson Santos
CLERK, Jennifer Astrologo



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

Date: February 21, 2020

To: Mayor and Council

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

Manager, Planning Service

RE: Greenhouse Policy Update – Official Plan and Zoning By-law

**Amendment** 

Report No.: PS 2020-014

#### **AIM**

To provide the Mayor and Council with information on the addition of a definition of adverse impact to the proposed greenhouse policy update.

#### **BACKGROUND**

At the January 27, 2020 meeting of Council information was presented that partially addressed the concern with the proposed definition of a sensitive land use. As part of the discussion with Council and the public feedback additional concern was expressed that adverse effects noted in the updated Official Plan policies for Site Suitability was also not defined.

#### DISCUSSION

Official Plans, unlike a comprehensive zoning by-law, do not contain definitions of terminology. They rely on either reference to the zoning by-law for clarification or look to the dictionary definition. Adverse impact is currently included in the Official Plan site suitability criteria policies but not defined. In order to provide clarity and comfort moving forward the policy wording has been updated to reference the Provincial Policy Statement (PPS) definition of adverse effect, which reads as follows:

Adverse Effect: as defined in the *Environmental Protection Act*, means one or more of:

- a. impairment of the quality of the natural environment for any use that can be made of it;
- b. injury or damage to property or plant or animal life;
- c. harm or material discomfort to any person;
- d. an adverse effect on the health of any person;
- e. impairment of the safety of any person;
- f. rendering any property or plant or animal life unfit for human use;
- g. loss of enjoyment of normal use of property; and
- h. interference with normal conduct of business.

The greenhouse policy (Appendix A) has been updated accordingly to refer to the PPS definition of adverse effect moving forward. The zoning by-law policy updates remain as presented at the January 27<sup>th</sup> meeting.

#### LINK TO STRATEGIC PLAN

Manage growth through sustainable planning.

#### FINANCIAL CONSIDERATIONS

There are no financial implications related to this policy update.

#### **CONSULTATIONS**

CAO

#### RECOMMENDATION

It is recommended that Council:

Approve zoning by-law amendment ZBA/17/19 to update the current zoning by-law standards for greenhouse development as established by the Greenhouse Policy Review Committee and amended through Council and public feedback and adopt the implementing by-law, and

Endorse the outlined Official Plan policies in Appendix A, established by the Greenhouse Policy Review Committee and amended through Council and public feedback, for inclusion in the 5-year Official Plan review process and associated amendment.

Robert Brown

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

#### Appendix A

#### **Proposed Official Plan Amendments**

#### **Existing Policy**

#### 1.5.4 Forecasted Agricultural Demand

It is expected that agriculture will remain the primary economic activity of the Town. Agriculture in Kingsville is very diversified and includes the growing of field crops, market gardening, flower and vegetable greenhouse farming and mushroom farming. Although there is some livestock farming in Kingsville, it is quite limited. The recent rapid expansion in vegetable greenhouse farming is expected to slow as availability and costs associated with the needed gas, hydro and water fluctuate. The uncertainty with the market has also caused expansion to slow but continue.

#### **Proposed Policy**

#### 1.5.4 Forecasted Agricultural Demand

Agriculture and related development will remain the primary economic activity of the Town. The main agricultural uses in Kingsville are field crops and greenhouse farming (primarily vegetable production and limited flower and plant greenhouses) Secondary agricultural uses include mushroom production, raising of livestock and the recent introduction of commercial cannabis for medical and recreational use.

Growth in the greenhouse sector remains consistent from year to year. Availability and cost of services will remain the key factors in future growth.

#### **Existing Policy**

#### 2.8 SITE SUITABILITY

Prior to the approval of any development or amendments to this Plan and/or the Town's Zoning By-law, it shall be established to the satisfaction of Council that:

- a) soil and drainage conditions are suitable to permit the proper sitting of buildings;
- b) the necessary services are available to adequately accommodate the proposed development;
- c) no traffic hazards will result because of excess traffic generation or limited sight lines on curves or grades;
- d) the land fronts on a public road which is of a reasonable standard of construction;
- e) adequate measures will be taken to minimize adverse impacts that the

proposed use may possibly have upon any proposed or existing adjacent use.

#### **Proposed Policy**

#### 2.8 SITE SUITABILITY

Prior to the approval of any development or amendments to this Plan and/or the Town's Zoning By-law, it shall be established to the satisfaction of Council that:

Development has demonstrated that all necessary services are available to adequately accommodate the proposal.

Development with access to sanitary sewer service shall be required to connect and demonstrate adequate unreserved capacity in the service area. Development in close proximity to sanitary sewer service shall be encouraged to connect, where feasible, and where unreserved capacity is available.

Development shall demonstrate appropriate, safe access to the local and County road network capable of supporting the type and volume of vehicular traffic generated by the proposed development.

Development shall provide on-site storm water quantity and quality management and demonstrate no negative impact to approved drainage outlet(s).

Development shall be encouraged to incorporate best management practices and the utilization of low impact storm water management systems.

Development with limited lot frontage shall be required to demonstrate to the satisfaction of the Town how the subject site can be accessed without impact to abutting sensitive land uses. Minimum lot frontage requirements are more specifically outlined in the implementing Zoning By-law.

Development located to the rear of existing sensitive land uses shall be required to demonstrate a higher standard of separation and buffering through the site plan approval process.

Development shall be designed and oriented as to maximize buffering between it and sensitive lands uses to minimize or mitigate adverse effects as defined in Provincial Policy Statement.

#### 3.1 Agriculture

#### Goals - Existing

Item d) 'to ensure the conservation, preservation and enhancement of the rural character of the Town as a cultural resource;'

This item should be relocated to Section 2.1.1 Land Use Planning Principles as applicable to the Town as a whole versus specific to the Agriculture designation.

#### **Existing Policy**

b) greenhouse farming including packing and shipping facilities and on-site housing are permitted in the "Agriculture" designation and the agricultural zones of the Zoning By-law and are subject to site plan control;

#### **Proposed Policy**

- b) greenhouse farming and associated support facilities such as packing, shipping, cogeneration and on-site labour housing are permitted in the 'Agriculture' designation subject to the following:
  - i) greenhouse development shall be subject to the Site Suitability criteria of Section 2.8 of the Plan;
  - ii) greenhouse development will be encouraged to locate in close proximity to existing greenhouse development more specifically south of Road 5 E and east of Division Rd N. Greenhouse development not located within this area shall be required to provide justification of compliance with Section 2.8;
  - iii) greenhouse development shall be subject to site plan control;
  - iv) greenhouse development shall demonstrate that it is providing sufficient onsite labour housing for the crop(s) being grown. Labour for a given greenhouse development should be provided wholly on the same property. Notwithstanding labour may be housed off-site subject to demonstration of safe and appropriate private transportation between locations;
  - v) on-site farm housing shall be required to maintain a rural residential character within the agricultural area. Consideration shall be given to the design, placement, landscaping, separation from the main permitted use(s) and shall encourage the provision of outdoor amenity space as defined in the Zoning Bylaw;
  - vi) the use of existing single detached dwellings for the housing of on-site labour is discouraged. Only legally converted dwellings, subject to Building, Fire and Health Unit inspection will be considered subject to item b) iii) and iv);

viii) greenhouse development shall be encouraged to provide linkages to existing and future active transportation corridors including the CWATS and ERCA Greenway.

ix) the internal recycling of fertigation water by greenhouse farms shall be encouraged in order to reduce primary water use, in accordance with the policies of this Plan, including Section 6.3.5;

The policies introduced in OPA #3 on medical marihuana are amended as follows:

MMPF is replaced with Cannabis Production Facility (CPF)

Marihuana for Medical Purposes Regulations is replaced with Cannabis Act

All references to Agricultural designation are replaced with Agriculture designation

#### **Existing**

1.q) i) that the proposed facility is replacing, or making retrofits to, an existing agricultural structure (excluding accessory structures), or a greenhouse structure;

#### **Proposed**

Item 1. q) i) is deleted and replaced with the following:

 new purpose built facilities will be encouraged as the first option, any retrofit or use of existing agricultural buildings or structures must demonstrate suitability.

Item 4. Is amended by deleting 'medical marihuana grow and production facilities' and replacing with 'cannabis production and processing facilities'

### THE CORPORATION OF THE TOWN OF KINGSVILLE

#### **BY-LAW 89-2019**

#### 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** a housekeeping amendment to the Kingsville Zoning By-law has been undertaken to make a number of updates and revisions to the regulations specific to greenhouse development;

**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 OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

- 1. That Subsection 4.16 Greenhouse Facilities is deleted and replaced with the following:
  - 4.16 Greenhouse Facility Regulations and Definitions

The following definitions apply to greenhouse facilities in the Corporation and are provided for clarification purposes during site plan approval:

Buffering and/or Separation may include the use of fencing, Provincial or Federal separation standards, berming or screening

Landscaped Open Space shall consist of a combination of grass, trees, shrubs, flowers and other features as illustrated in an approved site plan.

Outdoor Amenity Space is considered any green space capable of accommodating recreational space for items such as sports fields, walking paths or picnic areas.

Sensitive Land Use, for the purpose of greenhouse development and supplementary to Section 3.10.28, means any non-accessory or off-site residential use, natural heritage feature, as defined in Provincial Policy Statement, institutional use, park land or active recreational facilities.

The following regulations apply to greenhouse facilities in the Corporation:

- a) Landscaping Buffer/Separation 5 m, minimum wide abutting the lot line of a sensitive land use.
- b) Bicycle Racks shall be provided for all housed on-site workers and locate to the rear of the housing facility or appropriately screened from view.
- c) Main Driveway Access 10 m, minimum from an abutting sensitive land use, secondary access locations shall be determined in consultation with the Town and County.

- d) Loading Area 100 m, minimum from the nearest residential dwelling, subject to screening and noise and light abatement during site plan approval.
- 2. That Subsection 5.16 Loading Space Requirements is amended by adding item i) and j) as follows:
  - i) Notwithstanding item 5.16 a), b), and c) the minimum loading space requirement for a greenhouse is 1 space per 4 ha of growing area.
  - j) Notwithstanding item h) the location of loading spaces will be as shown on an approved site plan.
- 3. That Subsection 5.17 Parking Requirements is amended by deleting Greenhouse from Table 5 and replacing with the following:

#### Greenhouse

- 1 parking space per 2 ha of growing area, plus
- 1 parking space per 30 sq. m of office space, plus
- 2 parking space per 30 sq. m of land and processing area, and
- 1 parking space per loading dock
- 4. That Subsection 7.1 b) is amended by replacing 'Seasonal worker housing' with 'Seasonal worker housing/bunkhouse'.
- 5. That Subsection 7.1 d) i) a) to f) is deleted and replaced with the following:

Notwithstanding any other provisions of the By-law to the contrary, the following provisions shall also apply to a greenhouse facility:

- a) Lot Frontage 60 m, minimum or as shown on an approved site plan demonstrating adequate setbacks and buffering from abutting sensitive lands uses but at no time less than 30 m.
- b) Front Yard Setback 20 m, minimum
- c) Interior Side Yard 3 m or equal to the height of the sidewall of the greenhouse, whichever is greater; when abutting a sensitive land use 15 m, minimum
- d) Rear Yard 5 m, minimum
- e) Lot Coverage 80%, maximum
- f) Landscaped Open Space 25%, minimum of the required front yard setback area
- 6. That Subsection 7.2 d) i) a) to f) is deleted and replaced with the following:

Notwithstanding any other provisions of the By-law to the contrary, the following provisions shall also apply to a greenhouse facility:

- g) Lot Frontage 60 m, minimum or as shown on an approved site plan demonstrating adequate setbacks and buffering from abutting sensitive lands uses but at no time less than 30 m.
- h) Front Yard Setback 20 m, minimum
- i) Interior Side Yard 3 m or equal to the height of the sidewall of the greenhouse, whichever is greater; when abutting a sensitive land use 15 m, minimum
- j) Rear Yard 5 m, minimum
- k) Lot Coverage 80%, maximum
- I) Landscaped Open Space 25%, minimum of the required front yard setback area.

7. That Subsection 7.2 d) ii) is deleted and replaced with the following:

A single detached dwelling or secondary dwelling unit accessory to a permitted use is prohibited on lands zoned 'Agriculture – Restricted (A2)'

8. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  $9^{\text{th}}$  DAY OF MARCH, 2020.

MAYOR, Nelson Santos
CLERK, Jennifer Astrologo



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

Date: February 21, 2020

To: Mayor and Council

Author: Diane Broda, Payroll & Billing Supervisor

RE: Statement of Remuneration & Expenses for 2019

Report No.: FS-2020-04

#### AIM

Provide the 2019 Statement of Remuneration for Council and committee members.

#### **BACKGROUND**

In accordance with the *Municipal Act, 2001* c.25, s.284(1) and By-Law 18-2019 which authorizes remuneration and expenses to be paid;

The Treasurer of a municipality shall in each year on or before March 31<sup>st</sup> provide to the council of the municipality with an itemized statement on remuneration and expenses paid in the previous year to:

- a) Each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
- b) Each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- c) Each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

#### **DISCUSSION**

The remuneration shown on the attached schedules reflect the monies paid to each member of Council and committee member for 2019, inclusive of conferences and seminars.

#### LINK TO STRATEGIC PLAN

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

#### FINANCIAL CONSIDERATIONS

All remuneration to council and committee members was within budget estimates

#### **CONSULTATIONS**

None.

#### RECOMMENDATION

Council receive the Statement of Remuneration & Expenses report for 2019

Díane Broda

Diane Broda

Payroll & Billing Supervisor

Ryan McLeod

Ryan McLeod, CPA, CA

**Director of Financial Services** 

#### 2019 COUNCIL & COMMITTEE REMUNERATION

NAME	BOARD OR COMMITTEE	PAYMENT		EARNINGS	EVENT OR CONFERENCE	А	MOUNT	TOTAL EXPENSES	TOTAL REMUNERATION
	Council Heritage Advisory Police Services	\$ 20,527 \$ 1,000 \$ 2,094	00 24		Per Diems Mileage ROMA Conference	\$ \$	2,431.56 152.92 584.47	\$ 4,260.53	
DeYong, K	Union Water	\$ 2,908		\$ 26,530.12 F	Recognition Dinner Fire Protection - Kingsville Build Ont. Together Ticket SECC & Migration Fest. Tickets	\$ \$ \$	35.00 15.00 45.00 144.08		\$ 30,790.65
	Council	\$ 20,527	20		Mun. Agriculture Conf.  OAPSB Conference (Police)  Per Diems	\$ \$ \$	191.97 660.53		
Gaffan, T	Animal Control  BIA  Fantasy of Lights  Personnel  Striking  Tourism, Economic Development  Union Water	\$ 200 \$ 1,200 \$ 900 \$ 400 \$ 300 \$ 700 \$ 100	00 00 00 00 00	24 327.20	Mileage 2019 LDAS Bike Sponsorship Business Recognition Awards We Care For Kids Golf Tourn.	\$ \$ \$ \$ \$ \$	80.00 565.00 175.00	\$ 820.00	\$ 25,147.20
Lucier, L	Council BIA Migration Festival Planning Advisory	\$ 20,527 \$ 1,100 \$ 600 \$ 300	00 00		Per Diems Mileage AMO Conference Recognition Dinner	\$ \$ \$ \$ \$ \$	869.85 84.61 2,610.54 35.00 - - -	\$ 3,600.00	\$ 26,127.20
Neufeld, T	Council Committee of Adjustments Historical Park Parks, Recreation, Arts and Culture Personnel Union Water	\$ 20,527 \$ 2,094 \$ 100 \$ 800 \$ 400 \$ 2,908 \$	24 00 00 00 \$	26,830.12	Per Diems Mileage 2019 LDAS Bike Sponsorship Community Living Charity Golf OSUM Conference We Care For Kids Golf Tourn.	\$ \$ \$ \$ \$ \$ \$	750.00 36.56 80.00 125.00 1,628.02 175.00	\$ 2,794.58	\$ 29,624.70
Patterson, L	Council Accessibility Advisory Animal Control Court of Revision Migration Hall Union Water	\$ 20,527 \$ 400 \$ 100 \$ 200 \$ 1,000 \$ 2,908 \$ \$	00 00 00 00 \$	25,135.88	Per Diems Mileage OSUM Conference Wardens Lunch Fire Protection - Kingsville Mun. Agriculture Conf.	\$	1,350.00 217.26 1,617.30 50.88 15.00 191.97 - -	\$ 3,442.41	\$ 28,578.29

301

NAME	BOARD OR COMMITTEE	P/	AYMENTS	TOTAL EARNINGS	EVENT OR CONFERENCE		AMOUNT	TOTAL EXPENSES	TOTAL REMUNERATION	
	Council	\$	25,161.84		Per Diems	\$	825.00			
	Committee of Adjustments	\$	2,094.24		Mileage	\$	606.41			
	Parks, Recreation, Arts and Culture	\$	800.00		Recognition Dinner	\$	35.00			
	Pelee Island Tsptn	\$	100.00		2019 AGM Tourism	\$	45.00	\$ 2,744.74	\$	
Queen, P	Personnel	\$	400.00	\$ 32,064.76	2019 Conference AMO	\$	526.36			34,809.50
Queen, P	Planning Advisory	\$	400.00	32,004.70	2019 Grant Application	\$	500.00			34,609.50
	Striking	\$	200.00		Fire Protection - Kingsville	\$	15.00			
	Union Water	\$	2,908.68		Mun. Agriculture Conf.	\$	191.97			
		\$	-			\$	-			
						\$	-			
	Council	\$	37,329.60		Per Diems	\$	600.00			
	Fantasy of Lights	\$	900.00		Per Diems - Medical Marij. Trip*	\$	1,050.00			
	Parks, Recreation, Arts and Culture	\$	900.00		Mileage	\$	45.96			
Santos, N	Personnel	\$	400.00	\$ 45,432.52	ROMA Conference	\$	2,113.31	\$ 3,809.27	ċ	49,241.79
Santos, iv	Police Services	\$	2,094.24	\$ 45,452.52				\$ 3,609.27	\$	49,241.79
	Striking	\$	300.00		*Sepecial Trip - Planning Budget					
	Tourism, Economic Development	\$	600.00			\$	-			
	Union Water	\$	2,908.68			\$	-			
	TOTALS:	\$ 2	202,847.80	\$ 202,847.80			TOTALS:	\$ 21,471.53	\$	224,319.33

NAME	BOARD OR COMMITTEE	PAYMENTS		TOTAL EARNINGS	EVENT OR CONFERENCE	AMOUNT		TOTAL KPENSES	TOTAL REMUNERATION		
Allen-Santos, S	Migration Festival	\$	400.00	\$ 400.00				\$ -	\$	400.00	
Anson, C	Accessibility Adv., Fantasy of Lights	\$	1,000.00	\$ 1,000.00				\$ -	\$	1,000.00	
Araujo, A	Migration Festival	\$	500.00	\$ 500.00				\$ -	\$	500.00	
Baird, B	Police Services	\$	345.55	\$ 345.55				\$ -	\$	345.55	
Banar, A	Accessibility Advisory	\$	300.00	\$ 300.00				\$ -	\$	300.00	
Barraco, J	Accessibility Advisory	\$	400.00	\$ 400.00				\$ -	\$	400.00	
Baruth, M	Migration Festival, Heritage Adv.	\$	900.00	\$ 900.00	CHO Conference	\$	550.94	\$ 550.94	\$	1,450.94	
Biggley, M	Heritage Advisory	\$	600.00	\$ 600.00				\$ -	\$	600.00	
Braybrook-Gard, R	Migration Festival	\$	900.00	\$ 900.00				\$ -	\$	900.00	
Cacciavillani, E	Heritage Advisory	\$	500.00	\$ 500.00				\$ -	\$	500.00	
Chiasson, M	Tourism & Economic Development	\$	500.00	\$ 500.00				\$ -	\$	500.00	
Chisholm, W	Police Services	\$	2,094.24	\$ 2,094.24	OAPSB Conference	\$	581.73	\$ 581.73	\$	2,675.97	
Coke, T	Fantasy of Lights	\$	300.00	\$ 300.00				\$ -	\$	300.00	
Doey, D	Fantasy of Lights	\$	900.00	\$ 900.00				\$ -	\$	900.00	
Duhig, L	Fantasy of Lights	\$	700.00	\$ 700.00				\$ -	\$	700.00	
Durward, B	Heritage Adv., Tourism & Economic Dev.	\$	1,500.00	\$ 1,500.00				\$ -	\$	1,500.00	
Girardin, S	Migration Festival	\$	900.00	\$ 900.00				\$ -	\$	900.00	
Hickmott, A	Parks, Recreation, Arts and Culture	\$	900.00	\$ 900.00				\$ -	\$	900.00	
Horrocks, R	Committee of Adjustments	\$	2,094.24	\$ 2,094.24				\$ -	\$	2,094.24	
Hunt, D	Tourism & Economic Development	\$	600.00	\$ 600.00				\$ -	\$	600.00	
l'Anson, S	Fantasy of Lights	\$	800.00	\$ 800.00				\$ -	\$	800.00	
Kraus, M	Migration Festival	\$	900.00	\$ 900.00				\$ -	\$	900.00	
Laman, D	Fantasy of Lights	\$	500.00	\$ 500.00				\$ -	\$	500.00	
Lamarche, A	Heritage Advisory	\$	900.00	\$ 900.00	CHO Conference	\$	401.08	\$ 401.08	\$	1,301.08	
Latam, W	Planning Advisory	\$	400.00	\$ 400.00				\$ -	\$	400.00	
Lein, J	Planning Advisory	\$	400.00	\$ 400.00				\$ -	\$	400.00	
Lowrie, S	Tourism & Economic Development	\$	500.00	\$ 500.00				\$ -	\$	500.00	
Luffman, M	Heritage Advisory	\$	1,100.00	\$ 1,100.00				\$ -	\$	1,100.00	
Mensch, L	Planning Advisory	\$	400.00	\$ 400.00				\$ -	\$	400.00	
Mockler, J	Fantasy of Lights	\$	600.00	\$ 600.00				\$ -	\$	600.00	
Olewski, S	Accessibility Advisory	\$	400.00	\$ 400.00				\$ -	\$	400.00	
Olson, S	Comm. of Adjustments, Heritage Adv.	\$	2,794.24	\$ 2,794.24				\$ -	\$	2,794.24	
Sacheli, S	Heritage Advisory	\$	1,100.00		CHO Conference & mileage	\$	382.35	\$ 382.35	\$	1,482.35	
Shields, M	Parks, Recreation, Arts and Culture	\$	800.00	\$ 800.00				\$ -	\$	800.00	
Somerville, M	Tourism & Economic Development	\$	500.00	\$ 500.00				\$ -	\$	500.00	
Swiderski, D	Migration Festival	\$	900.00					\$ -	\$	900.00	
Tremaine-Snip, M	Parks, Recreation, Arts and Culture	\$	800.00	\$ 800.00				\$ -	\$	800.00	

NAME	BOARD OR COMMITTEE	P	PAYMENTS	YMENTS TOTAL EARNINGS		EVENT OR CONFERENCE		AMOUNT		TOTAL EXPENSES		TOTAL IUNERATION
Vilardi, A	Committee of Adjustments	\$	2,094.24	\$ 2,0	94.24				\$	-	\$	2,094.24
Wallace-Gero, N	Police Services	\$	1,570.68	\$ 1,5	70.68	OAPSB Conference	\$	643.96	\$	643.96	\$	2,214.64
Willoughby, J	Fantasy of Lights	\$	600.00	\$ 6	00.00				\$	-	\$	600.00
	TOTALS:	\$	34,393.19	\$ 34,3	93.19			TOTALS:	\$	2,560.06	\$	36,953.25

#### Stephanie Olewski

Subject:

Proclamation - World Down Syndrome Day

From: Karen Pickle <grouphugapparel@gmail.com>

Sent: March 4, 2020 4:08 PM

To: Roberta Baines < rbaines@kingsville.ca>

**Subject:** Proclamation – World Down Syndrome Day

World Down Syndrome Day March 21, 2020

WHEREAS on World Down Syndrome Day around the globe, we celebrate the abilities and worth of individuals with Down Syndrome; and

WHEREAS we recognize their daily contributions to the communities in which they live and the families of which they are a part; and

WHEREAS we strive to educate and raise awareness about how important individuals with Down Syndrome are to our community; and

WHEREAS we advocate for inclusion and compassion to strengthen our community as a whole;

NOW THEREFORE, the Town of Kingsville does hereby proclaim March 21, 2020 World Down Syndrome Day in the Town of Kingsville.

Karen Pickle (Andrew's mom) <u>www.grouphugapparel.com</u> Twitter @GroupHugApparel Facebook @GroupHugApparel



## REGULAR MEETING OF COUNCIL MINUTES

Monday, February 24, 2020 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
- M. Durocher, Parks & Recreation Program Manager
- S. Kitchen, Deputy Clerk-Council Services
- P. Valore, Chief Building Official K. Vegh, Drainage Superintendent

#### 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.

#### Councillor Thomas Neufeld - Significant Event Status Request for 2020 Events

Councillor Neufeld declared an interest in respect to Agenda Item H-1 (Report of M. Durocher, Parks and Recreation Programs Manager RE: Significant Event Status Request for 2020 Events) for the reason that he has had business dealings with one of the hosts of the events listed.

#### E. PRESENTATIONS/DELEGATIONS

1. Essex Region Conservation Authority--Richard Wyma, General Manager/Secretary-Treasurer, and Tania Jobin, Vice Chair, ERCA will be in attendance to present ERCA's 2019 Annual Report and video presentation

Ms. Jobin and Mr. Wyma presented ERCA's Annual Report and video presentation.

167-2020

**Moved By** Councillor Larry Patterson **Seconded By** Councillor Tony Gaffan

That Council receives the Essex Region Conservation Authority Presentation of the 2019 Annual Report.

**CARRIED** 

2. Bill Jamieson, Resident, and Mahayarrahh-Starr Livingstone of The Royal Astronomical Society of Canada/Windsor Centre--Request dated January 22, 2020 RE: Greenhouse light pollution

Mr. Jamieson and Mr. Livingstone each presented PowerPoint presentations to Council.

168-2020

**Moved By** Deputy Mayor Gord Queen **Seconded By** Councillor Tony Gaffan

That Council receives the PowerPoint presentations of Bill Jamieson entitled "A Lighting Plan for Kingsville" and the PowerPoint presentation of Mahayarrahh-Starr Livingstone, and the additional documentation filed this evening.

#### F. MATTERS SUBJECT TO NOTICE

- 1. PUBLIC MEETING--Application for Removal of the H-Holding Symbol ZBA/02/2020 and Development Agreement by Cottam Solar Limited; Lots 1 to 42; Block 44 to 48, Plan 12M 392, and Parts 1 to 7 RP 12R 14958, Belleview Drive, Victor Lane and Whitewood Avenue
  - R. Brown, Manager of Planning Services
  - i) Notice of an Intention to Pass an Amending By-law to Remove a Holding Symbol, dated February 5, 2020;
  - ii) Report of R. Brown, Manager of Planning Services, dated February 6, 2020 together with attached Appendices A and B;
  - iii) Proposed By-law 19-2020, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.
  - Mr. Brown informed Council that the Applicant has requested a deferral of this matter until the Monday, March 9, 2020 Regular Meeting of Council.

#### 169-2020

Moved By Deputy Mayor Gord Queen Seconded By Councillor Thomas Neufeld

That Council defers Zoning By-law Amendment Application ZBA/02/2020 (Owner: Cottam Solar Limited) to the March 9, 2020 Regular Meeting of Council, as requested by the Applicant.

**CARRIED** 

#### G. AMENDMENTS TO THE AGENDA

Deputy Mayor Queen noted the addition of an Update item, and Councillor Neufeld added one Notice of Motion.

#### H. STAFF REPORTS

#### 1. Significant Event Status Request for 2020 Events

Councillor Thomas Neufeld declared a conflict on this item. (Councillor Neufeld declared an interest in respect to Agenda Item H-1 (Report of M. Durocher, Parks and Recreation Programs Manager RE: Significant Event Status Request for 2020 Events) for the reason that he has had business dealings with one of the hosts of the events listed.)

M. Durocher, Parks and Recreation Programs Manager

170-2020

**Moved By** Councillor Kimberly DeYong **Seconded By** Councillor Tony Gaffan

That Council authorizes that the identified events which include: Kingsville Highland Games, Carnegie Social, Kingsville Folk Fest, Kingsville Migration Fest, Paint with a Pint, Sip and Paint, Spring Social for the 55+ Group, The Kingsville Wedding Show, Kingsville Volunteer Banquet, Kingsville Business Recognition Awards and Fantasy of Lights Festival, be designated by Council as an event of municipal significance in order to obtain Special Occasion Permits under the AGCO.

CARRIED

#### 2. Danube Drain Improvements (Section 78 (1))

K. Vegh, Drainage Superintendent

171-2020

**Moved By** Councillor Thomas Neufeld **Seconded By** Councillor Laura Lucier

That Council appoints N.J. Peralta Engineering Ltd. to design a drain enclosure for the Jem Farms development adjacent to the Danube Drain.

**CARRIED** 

#### 3. Demolition Permit Application for 183 Main St. E

P. Valore, Chief Building Official

172-2020

**Moved By** Councillor Kimberly DeYong **Seconded By** Councillor Larry Patterson

That Council receives the information provided for the demolition permit application at 183 Main St. E.;

And That the matter be referred to the Kingsville Municipal Heritage Advisory Committee for comment and recommendation as to whether the designation process should be initiated.

CARRIED

4. Application for Site Plan Amendment SPA 01/2020 by 617885 Ontario Limited--JEM Farms, Part of Lot 9, Concession 2, ED, Pt. Part 1, RP 12R 2445 and Parts 1, 2 4 and 5, RP 12R 6875; 1581 and 1585 County Road 34 E

R. Brown, Manager of Planning Services.

173-2020

**Moved By** Councillor Larry Patterson **Seconded By** Councillor Tony Gaffan

That Council approves Site Plan Amendment Application SPA/01/2020 for the requested addition of an irrigation building and bunkhouse expansion on property located at 1581-1585 County Rd 34 E, Part of Lot 9, Concession 2 ED, subject to the conditions outlined in the Amending Site Plan Agreement and authorizes the Mayor and Clerk to sign the Amending Agreement and register said Agreement on title.

**CARRIED** 

5. Application for Site Plan Approval SPA 19/19 by M & M Farms Ltd., 1775 Road 4 East (County Road 18), Pt. Lot 11, Concession 3, ED, Part 1, RP 12R 8831

R. Brown, Manager of Planning Services

174-2020

Moved By Deputy Mayor Gord Queen
Seconded By Councillor Kimberly DeYong

That Council receives the Report of R. Brown, Manager of Planning Services, dated February 7, 2020 (PS 2019-009) regarding the Application for Site Plan Approval SPA 19/19 by M & M Farms Ltd., 1775 Road 4 East.

CARRIED

At 8:50 p.m. Mayor Santos called for a brief recess, and the meeting reconvened at 8:58 p.m.

#### 6. Meeting Broadcasting Policy

J. Astrologo, Director of Corporate Services

175-2020

**Moved By** Deputy Mayor Gord Queen **Seconded By** Councillor Thomas Neufeld

That Council adopts the Meeting Broadcasting Policy.

**Amendment:** 

176-2020

**Moved By** Councillor Kimberly DeYong **Seconded By** Councillor Tony Gaffan

That section 6.5 of the Meeting Broadcasting Policy be revised to retain electronic video recordings for a period of four years following the date of the meeting.

**CARRIED** 

Motion as Amended:

175-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Thomas Neufeld

That Council adopts the Meeting Broadcasting Policy, as revised at Section 6.5 to specify that the electronic video recordings shall be made available for public viewing for a period of four (4) years following a meeting.

#### **CARRIED**

- I. MINUTES OF THE PREVIOUS MEETINGS
- 1. Regular Meeting of Council--February 10, 2020
- 2. Regular Closed Session Meeting of Council--February 10, 2020
- 3. Special Meeting of Council Minutes--February 13, 2020
- 4. Special Closed Session Meeting of Council--February 13, 2020

177-2020

**Moved By** Councillor Larry Patterson **Seconded By** Councillor Kimberly DeYong

That Council adopts Regular Meeting of Council Minutes dated February 10, 2020, Regular Closed Session Meeting of Council Minutes dated February 10, 2020, Special Meeting of Council Minutes dated February 13, 2020, and Special Closed Session Meeting of Council Minutes dated February 13, 2020.

CARRIED

- J. MINUTES OF COMMITTEES AND RECOMMENDATIONS
- 1. Tourism and Economic Development Committee January 9, 2020

178-2020

**Moved By** Councillor Kimberly DeYong **Seconded By** Councillor Larry Patterson

That Council receives the Tourism and Economic Development Committee Meeting Minutes dated January 9, 2020.

**CARRIED** 

2. Kingsville B.I.A. - January 14, 2020

179-2020

Moved By Councillor Tony Gaffan
Seconded By Councillor Laura Lucier

That Council receives the Kingsville B.I.A. Meeting Minutes dated January 14, 2020.

CARRIED

3. Kingsville Municipal Heritage Advisory Committee--January 21, 2020

180-2020

Moved By Councillor Laura Lucier Seconded By Councillor Kimberly DeYong

That Council receives the Kingsville Municipal Heritage Advisory Committee Meeting Minutes dated January 21, 2020.

CARRIED

181-2020

Moved By Councillor Laura Lucier
Seconded By Councillor Kimberly DeYong

That Council supports Kingsville Municipal Heritage Advisory Committee Motion MHC8-2020, regarding the request that a report come back from Town Administration (Information Technology) regarding website usage.

**CARRIED** 

- K. BUSINESS CORRESPONDENCE INFORMATIONAL
- 1. Margie Anson, Resident--Email correspondence received January 31, 2020 RE: Pedestrian safety concerns
- 2. Village of Merrickville-Wolford--Correspondence dated February 5, 2020 RE: Provincially Significant Wetlands Designation
- 3. County of Prince Edward--Correspondence dated February 10, 2020 RE: Prince Edward County's support for Quinte Conservation Authority
- 4. Correspondences from various Municipalities in support of Bill 156:

- a. Township of South Glengarry--Resolution No 29-2020 passed February 3, 2020
- b. Township of Wellington North--Correspondence dated February 10, 2020
- c. Municipality of Chatham Kent--Correspondence dated February 11, 2020
- d. County of Prince Edward--Correspondence dated February 20, 2020
- 5. County of Prince Edward--Correspondence dated February 10, 2020 RE: Council's support for lobbying the Federal Government to review the regulations related to consumer packaging on single-use wipes
- 6. Municipality of Chatham-Kent--Correspondence dated February 11, 2020 RE: Resolution to Support Role of Conservation Authorities

182-2020

Moved By Councillor Tony Gaffan
Seconded By Deputy Mayor Gord Queen

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

**CARRIED** 

RE: Business Correspondence-Informational item #1--Margie Anson, Resident--Email correspondence received January 31, 2020 RE: Pedestrian Safety Concerns.

183-2020

**Moved By** Councillor Kimberly DeYong **Seconded By** Councillor Thomas Neufeld

That Council directs Administration to forward Business Correspondence-Informational item 1 (correspondence from Margie Anson RE: Pedestrian Safety Concerns) to the Kingsville Accessibility Advisory Committee.

CARRIED

184-2020

**Moved By** Deputy Mayor Gord Queen **Seconded By** Councillor Thomas Neufeld

That Council directs that Administration provide a copy of the Kingsville Active Transportation Master Plan to Members of Council.

CARRIED

#### L. NOTICES OF MOTION

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

That a letter be sent by the Mayor on behalf of Council to Douglas Doey acknowledging and recognizing his work getting the Town started with the Fantasy of Lights festival, along with the assistance over the years of many Kingsville District High School Students, and other community service.

185-2020

**Moved By** Deputy Mayor Gord Queen **Seconded By** Councillor Larry Patterson

That a letter be sent by the Mayor on behalf of Council to Douglas Doey acknowledging and recognizing his work getting the Town started with the Fantasy of Lights Festival, along with the assistance over the years of many Kingsville District High School students, and other community service.

CARRIED

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

That Council direct Administration to: i) undertake a review of the current planning policies applicable to lands along Main St. E. and W.; ii) draft an interim control by-law to pause further zoning by-law amendments on Main St. E. and W. from Heritage Road to Kratz Road, for Council consideration at the March 9, 2020 meeting; iii) have the striking committee establish a Main St. Development Review Committee, as soon as possible, consisting of stakeholders from heritage, economic development, tourism, BIA, residents and Council; iv) have the Main St. Committee develop, as part of the planning policy review, a plan for future development on Main St. including identifying the key development areas,

establishment of urban design guidelines and a Downtown Community Improvement Plan, solutions to address traffic management, and other areas or issues identified by the Committee; and, v) have the plan developed by the Committee and endorsed by Council added as an Appendix to the Kingsville Official Plan to guide future development.

#### 186-2020

**Moved By** Councillor Kimberly DeYong **Seconded By** Councillor Larry Patterson

That Council directs Administration to undertake a review of the current planning policies applicable to lands along Main St. East and West, and report back to Council within thirty (30) days.

CARRIED

187-2020

**Moved By** Councillor Kimberly DeYong **Seconded By** Councillor Laura Lucier

That Administration bring forward Terms of Reference for the establishment of a Main St. Development Review Committee, taking into consideration stakeholders from heritage, economic development, tourism, BIA, residents, and Council for the purposes of developing a Main St. Development Plan.

CARRIED

188-2020

Moved By Councillor Kimberly DeYong Seconded By Councillor Tony Gaffan

That Council directs Administration to prepare a 'draft interim control by-law' to pause further zoning by-law amendments on Main St. E. and West from Heritage Road to Kratz Road, for Council consideration at the March 9, 2020 Regular Meeting.

**CARRIED** 

As part of the drafting of the Terms of Reference, Council is seeking suggestions for representation on the Committee.

Councillor Neufeld introduced a Notice of Motion, indicating that at the next Regular Meeting he may move, or cause to have moved, that a report be provided from Administration regarding alternatives to salt application on roads and sidewalks.

#### M. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

Deputy Mayor Queen asked that Administration share with Council a list of the major issues that are coming up on the March 23, 2020 Regular Meeting of Council Agenda.

#### N. BYLAWS

#### 1. By-law 19-2020

By-law 19-2020 was not read.

#### 2. By-law 20-2020

189-2020

Moved By Deputy Mayor Gord Queen Seconded By Councillor Kimberly DeYong

That Council reads By-law 20-2020, being a By-law authorizing the entering into of a Mutual Drainage Agreement with 770022 Ontario Limited and Anna Jugovic, a first, second and third and final time.

CARRIED

#### O. CONFIRMATORY BY-LAW

#### 1. By-law 21-2020

190-2020

**Moved By** Deputy Mayor Gord Queen **Seconded By** Councillor Larry Patterson

That Council reads By-law 21-2020, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its February 24, 2020 Regular Meeting a first, second and third and final time.

#### **CARRIED**

#### P. ADJOURNMENT

191-2020
Moved By Councillor Laura Lucier
Seconded By Councillor Thomas Neufeld

That Council adjourns this Regular Meeting at 9:35 p.m.

**CARRIED** 



## JOINT BOARD OF MANAGEMENT

Wednesday, January 15, 2020 9:00 AM Ruthven Water Treatment Plant 1615 Union Avenue, Ruthven

#### **MINUTES**

Members Present: Mayor MacDonald (Chair); Deputy Mayor Verbeke, Councillors

Dunn, Tiessen (alternate), Wilkinson - Leamington

Mayor Nelson Santos (Vice-Chair); Deputy Mayor Queen,

Councillors DeYong, Neufeld, Patterson - Kingsville

Councillor VanderDoelen - Essex Councillor Walstedt - Lakeshore

Members Absent: Councillors Hammond & Jacobs - Leamington

Staff Present: Andy Graf - Essex

Shaun Martinho - Kingsville Kevin Girard - Lakeshore

Shannon Belleau - Leamington

OCWA Staff Dale Dillen
Present: Dave Jubenville

Call to Order: 9:10 am

#### Election of Chair of the Union Water System Joint Board of Management

The Manager calls for nominations for the position of Chair of the Union Water Supply System Joint Board of Management, for the term 2020, ending on December 31, 2020.

Nomination of Mayor Hilda MacDonald for the position of Chair

No. UW-01-20

Moved by: Deputy Mayor Queen

Seconded by: Councillor Wilkinson

That Mayor, Hilda MacDonald, is nominated for the position of Chair for a term ending December 31, 2020.

Carried

Mayor MacDonald accepts the nomination. There is a second and third call for nominations. There are none.

No. UW-02-20

Moved by: Deputy Mayor Verbeke

Seconded by: Councillor Walstedt

That the nominations are closed.

Carried

The Chair then takes over duties of the meeting.

Nomination of Mayor Nelson Santos for the position of Vice Chair

No. UW-03-20

Moved by: Deputy Mayor Queen

Seconded by: Deputy Mayor Verbeke

That Mayor, Nelson Santos, is nominated for the position of Vice Chair for a term ending December 31, 2020.

Carried

Mayor Santos accepts the nomination. There is a second and third call for nominations. There are none.

No. UW-04-20

Moved by: Deputy Mayor Verbeke

Seconded by: Councillor Dunn

That nominations are closed.

Carried

Disclosures of Pecuniary Interest: none

**Adoption of UWSS Joint Board of Management Minutes:** 

No. UW-05-20

Moved by: Councillor Patterson

Seconded by: Councillor Dunn

That Minutes of the UWSS Joint Board of Management meeting of December 18, 2020 be received as amended.

#### **Business Arising Out of the Minutes:**

The Manager informs members of the Board that there was a slight rounding error on his budget report the previous month. He explains that the error occurred while converting from imperial to metric measurements and the number of decimal places used. He further confirms that the end result of the budget increase for the wholesale water rate remains unchanged.

The recording secretary is to amend the December 18, 2020 minutes and report UW/35/19 to reflect the change of the increase in the wholesale water rate from \$0.0248 per cubic meter to the new increase of \$0.0261 per cubic metre.

Deputy Mayor Verbeke's name will also be added to the December minutes.

## Report UW/2/20 dated January 10, 2020 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to July 26, 2020

The Manager reviews his report with board members. He notes that the Christmas break was just after the last meeting and not really much has happened since that time. However, he notes that OCWA staff are working hard around the facilities to ensure things continue to run smoothly.

The Manager indicates that PW Makar was retained to inspect the Kingsville Water Tower (KWT), which was completed on January 6, 2020. This is part of the process to establish what will be required to rehab the KWT. He notes that the results of the inspection have not been received, but that the interior and exterior will need recoating. This will require full encapsulation. He is working with the staff at the Town of Kingsville throughout the process to make sure things move smoothly.

The old water softener, that was part of the ammonia system, has been removed. Annual filter maintenance is underway. This includes new flow metres on filters #5 through #8 and chemical cleaning of filter #8.

The Manager provides an update on the SCADA project. He notes that due to the holidays not a lot has changed. He does confirm that the FAT testing will take place at the beginning of February and the site testing can commence. He still expects the project to be completed by March 2020.

The CO2 pH project is moving along as well, however, there were no on-site activities to report during the holiday season. He believes that commissioning should begin by the end of January.

The flows are up, but with only 9 recorded days on this report, it is difficult to confirm any trend. The Manager does feel that flows will continue to be up this year. His understanding is that more greenhouses will be built and with the are having access to more power and gas greenhouses are running year round now.

#### No. UW-06-20

Moved by: Deputy Mayor Queen

Page 4

Seconded by: Councillor Walstedt

That report UW/2/20 dated January 10, 2020 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to January 10, 2020 is received.

Carried (UW/2/20)

Report UW03/20 dated January 10, 2020 re: Chief Drinking Water Inspector Report for Ontario 2018-2019 and Minister's Annual Report on Drinking Water 2019

The Manager reminds members of the Board that both of these reports are generally provided on a yearly basis.

The Chief Drinking Water Inspectors Report (CDWI) provides aggregate numbers for all systems in Ontario and shows the inspection results. He notes that most facilities that do not obtain 100% inspection rating is generally due to paper issue, not a water quality issue. The four member municipalities' inspections are noted.

The Annual Report on Drinking Water provides information regarding Ontario as a whole and specifically lists projects that the government has undertaken to improve water quality such as the improvements to the Great Lakes, Lake Simcoe and the First Nations.

No. UW-07-20

Moved by: Councillor Wilkinson

Seconded by: Councillor Neufeld

That report UW/03/20 dated January 10, 2020 re: Chief Drinking Water Inspector Report for Ontario 2018-2019 and Minister's Annual Report on Drinking Water 2019 is received.

Carried (UW/03/20)

Report UW/04/20 dated January 10, 2020 re: Payments from December 20<sup>th</sup>, 2019 to January 10<sup>th</sup>, 2020

No. UW-08-20

Moved by: Deputy Mayor Verbeke

Seconded by: Mayor Santos

That report UW/04/20 dated January 10, 2020 re: Payments from December 20<sup>th</sup>, 2019 to January 10<sup>th</sup>, 2020 is received.

Carried (UW/04/20)

#### **New Business**

Councillor Patterson spoke to members of the Board noting that he keeps track of complaints received each year regarding UWSS. He was pleased to state that the one complaint he received did not pertain to water quality. He congratulated UWSS and OCWA staff on an exemplary 2019 year.

Chair MacDonald asks the Manager if he had any comment regarding the BWA that had taken place in Wheatley within the last week. She notes there was a great deal of confusion regarding this incident. The Manager notes that UWSS does not supply water to the area in question. He explains that Leamington Water Department staff might be better able to answer any questions.

#### Adjournment:

No. UW-09-20

Moved by: Councillor Tiessen

Seconded by: Councillor Patterson

That the meeting adjourn at 9:28 am

Carried

Date of Next Meeting: Wednesday, February 19, 2020, 9:00 am at the Ruthven WTP

/kmj



#### **COMMITTEE OF ADJUSTMENT**

JANUARY 21, 2020 @ 6:00 p.m. Council Chambers, 2021 Division Road North, Kingsville

#### A. CALL TO ORDER

Chairperson Thomas Neufeld called the Meeting to order at 6:00 p.m. with the following persons in attendance:

## MEMBERS OF COMMITTEE OF ADJUSTMENT:

#### **MEMBERS OF ADMINISTRATION:**

Councillor Thomas Neufeld Councillor Larry Patterson Russell Horrocks Allison Vilardi Shannon Olson Town Planner, Kristina Brcic Administration – Stephanie Coussens

ABSENT: Deputy Mayor Gord Queen

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

Chairperson Thomas Neufeld 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. MINUTES OF THE PREVIOUS MEETING

1. ADOPTION OF COMMITTEE OF ADJUSTMENT MEETING MINUTES DATED NOVEMBER 19<sup>TH</sup>, 2019.

#### CA-01-2020

Moved by Russell Horrocks, seconded by Allison Vilardi that the Committee of Adjustment Meeting Minutes dated November 19<sup>th</sup>, 2019 be adopted.

**CARRIED** 

#### D. HEARINGS

#### 1. A 09 19 - 103 ERIE ST - LLOYD & HOLLY MAYHEW

Town Planner, Kristina Brcic introduced the Minor Variance application and reviewed the report prepared by Interim Planner David French dated, January 7<sup>th</sup>, 2020 which provides details regarding the requested expansion of a legal non-conforming use to permit the conversion of an existing accessory structure to an addition residential dwelling unit on the lands known as 103 Erie Street, in the Town of Kingsville.

The subject land is 1,129 sq. m (12,152 sq. ft.) in area and contains four structures – four residential dwellings, and one accessory structure. It is proposed that the accessory structure be converted to a fourth dwelling on the site. It is noted that the three existing dwellings are deemed to hold "Legal Non-Conforming" status under the Kingsville Zoning By-law.

In order to permit the fourth dwelling an application for Minor Variance (Expansion of a Legal Non-Conforming Use) has been submitted. A proposed site plan detailing the existing, and proposed, situation was submitted.

The applicant's Mr. and Mrs. Mayhew were in attendance.

Chairperson, Thomas Neufeld asked if there were any comments or questions from the committee, applicant or the public.

Committee Member Allison Vilardi asked if there has been any by-law enforcement issues or complaints on the subject property recently. Ms. Vilardi asked if By-law investigations are brought to the Planners attention as part of the Administration Staff review. Town Planner, Kristina Brcic noted that the Chief Building Official is included in the Administration Staff review, but to her knowledge there have been no mention of By-Law issues on this property.

Committee Member Allison Vilardi asked if this Legal Non-conforming, multi-unit property is approved will there be additional buildings request in the future. Town Planner, Kristina Brcic confirmed that no additional building will be permitted as the property is at lot coverage maximum.

Alternate Committee Member, Larry Patterson (replacing Deputy Mayor Gord Queen) asked if each dwelling unit will be serviced and metered separately. Town Planner, Kristina Brcic confirmed that this new unit will be serviced and metered separately as per the conditions of the Minor Variance.

Mark Gee - 106 Erie St. Mr. Gee has a concern with parking, he asked if the applicants are required to have one parking space per unit? Town Planner, Kristina Brcic stated that yes one parking space per unit is a requirement as per the Zoning By-law. Mr. Gee asked for confirmation that the parking is required on the applicants own property, at 103 Erie St. Mr. Gee states that one of the parking spaces is not on the applicant's property.

Committee Member Allison Vilardi, asked who can the neighbours call if they feel that the parking is on the neighbours property. Is this a by-law enforcement issue? Is there 4 parking spaces now? Town Planner, Kristina Brcic confirmed that residents are encouraged to call the Town Hall, By-Law enforcement office if they have any concerns with the parking. Ms. Brcic confirmed that there are 4 off-street parking spaces already approved by Town Administration.

Chairperson, Thomas Neufeld confirmed there were no other comments or questions from the committee, applicant or the public.

#### CA-02-2020

Moved by Allison Vilardi, seconded by Shannon Olson that Minor Variance application (expansion of a legal non-conforming use) A/09/19 pertaining to the lands known as 103 Erie Street, in the Town of Kingsville to permit the conversion of an existing accessory structure to a dwelling for human habitation, be **Approved** subject to the following conditions;

- 1. That the applicants provide a Site Servicing Drawing, to the satisfaction of the Town, prior to an occupancy permit being issued.
- That the converted accessory structure comply with all applicable Ontario Building Code regulations and that a Change of Use permit be issued by the Town prior to occupancy.
- 3. That one additional off-street parking space be installed to the satisfaction of the Town prior to occupancy.

CARRIED

#### 2. B 23 19 – 1881 ROAD 4 W – NEIMAR FAMILY HOLDINGS LTD.

Town Planner, Kristina Brcic introduced the Consent application and reviewed the report prepared by Interim Planner, David French dated, December 17<sup>th</sup>, 2019 which provides details regarding an application to sever and convey a 0.253 ha (0.625 ac.) portion of land as a lot addition from a rural residential lot (1881 Road 4 West to an abutting rural residential lot (1887 Road 4 West), in the Town of Kingsville.

The subject land is 0.6 ha (1.48 ac.) in area and contains a single detached dwelling and two outbuildings. It is proposed that a 0.253 ha (0.625 ac.) portion, shown as Part 2 on the applicant's sketch (Appendix B), be severed from the rear of the parcel and conveyed to the abutting rural residential parcel to the west (1887 Road 4 West / PIN 75171-0035) as a lot addition. There are no zoning issues created as a result of the proposal.

The applicant, Neil Arnold was in attendance.

Chairperson, Thomas Neufeld asked if there were any comments or questions from the committee, applicant or the public.

Mr. Neil Arnold, the applicant and owner of the property, wanted known the reasoning for this application. Mr. Arnold purchased his neighbours property because the neighbour attempted to have a cattle farm next to Mr. Arnolds home. Mr. Arnold asked the Town Planner to explain A1 Zoning and ensure Mr. Arnold that a cattle farm will not be permitted on this property. Mr. Arnold asked if Semi Trucks are permitted to be parked and stored on the property.

Town Planner, Kristina Brcic explained and put up on the screens the current zoning By-law 'Agriculture (A1)' and the three (3) sub sections; Agricultural Uses; Rural Residential; and Specialty Crops/All other Uses, and that his property would be assessed through the Rural Residential subsection of the 'Agricultural – (A1)' zone. Ms. Brcic noted that in A1 zoning only trucks under 7000 lbs. are permitted, including non-farm trucks.

Chairperson, Thomas Neufeld confirmed there were no comments or questions from the committee, applicant or the public.

#### CA-03-2020

Moved by Shannon Olson, seconded by Russell Horrocks that Consent application B/23/19 to sever and convey a 0.253 ha (0.625 ac.) portion of land, shown as Part 2 on the applicant's sketch, to the abutting rural residential parcel to the west (1887 Road 4 West / PIN 75171-0035) in Part of Lot A, Concession 3, WD, in the Town of Kingsville, be **Approved** subject to the following conditions;

i) That a reference plan be deposited in the registry office, **both an electronic and paper** copy of the registered plan is to be provided to the Town for the files of the Secretary-Treasurer.

- ii) That the lot addition to be severed, shown as Part 1 on the applicants' sketch (attached) be conveyed to the owner of the abutting rural residential parcel (1887 Road 4 West / PIN 75171-0035) and Section 50(3 or 5) of the Planning Act applies to any subsequent conveyance of or transaction involving the parcel of land that is the subject of this consent.
- iii) That a one-foot square be conveyed from the receiving lot to the retained parcel, if necessary, to facilitate the consolidation of the lot addition and receiving lot.
- iv) That the deeds, such plan of survey or reference plan, for property lines being newly created, shall be in accordance with the existing zoning requirements for the Town.
- v) That the owner shall provide that all municipal taxes be paid in full and that necessary apportionments of storm drainage be undertaken for any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or the Municipal Act.
- vi) That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees Bylaw in effect on the date the consent is being endorsed on the deeds.
- vii) That the owner confirm that all building services are contained within existing property lines and do not cross over newly established lot lines.
- viii)The conditions imposed above shall be fulfilled by **January 21, 2021** or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

CARRIED

#### 3. B 25 19 - VL SS ROAD 11 - JAMES AND ELSIE HUTCHINS

Town Planner, Kristina Brcic introduced the Consent application and reviewed the report prepared by Interim Planner, David French dated, December 17<sup>th</sup>, 2019 which provides details regarding an application to sever and convey a 465 sq. m (5,010 sq. ft.) portion of land as a lot addition from a farm parcel (no address) to an abutting rural residential lot (692 Road 11), in the Town of Kingsville.

The property in question is a 20.5 ha (50.67 ac.) vacant farm parcel. The applicant has received a request from an abutting property owner at 692 Road 11 to purchase approximately 465 sq. m (5,010 sq. ft.) of vacant land (shown as Part 1 on the Applicant's Sketch – Appendix B). These lands would be conveyed as a lot addition to the abutting parcel. There are no zoning issues raised as a result of the proposed lot addition as the severed lands and receiving lot are both 'Agriculture (A1)'. The retained

parcel will be reduced in size by less than 10% and as such will be in compliance with Section 4.13 e) of the Kingsville Zoning By-law.

It is noted that a one-foot square will be required to be conveyed from the receiving lot to the Town in order to effect the merger of the lot addition lands with the receiving lot.

The applicant's were in attendance.

Chairperson, Thomas Neufeld asked if there were any comments or questions from the committee, applicant or the public.

Chairperson, Thomas Neufeld confirmed there were no comments or questions from the committee, applicant or the public.

#### CA-04-2020

Moved by Larry Patterson, seconded by Shannon Olson that Consent application B/25/19 to sever and convey a 465 sq. m (5,010 sq. ft.) portion of land as a lot addition from a farm parcel (no address / PIN # 75153-0101) to an abutting rural residential lot (692 Road 11 / PIN # 75153-0102) in Part of Lot 24, Concession 10, in the Town of Kingsville, be **Approved** subject to the following conditions;

- i) That a reference plan be deposited in the registry office, **both an electronic and paper** copy of the registered plan is to be provided to the Town for the files of the Secretary-Treasurer.
- ii) That the lot addition to be severed, shown as Part 1 on the applicants' sketch (attached) be conveyed to the owner of the abutting rural residential parcel (692 Road 11 / PIN # 75153-01029) and Section 50(3 or 5) of the Planning Act applies to any subsequent conveyance of or transaction involving the parcel of land that is the subject of this consent.
- iii) That a one-foot square be conveyed from the receiving lot to the Town of Kingsville, free of charge and clear of all encumbrances, if necessary, to facilitate the consolidation of the lot addition and receiving lot.
- iv) That the deeds, such plan of survey or reference plan, for property lines being newly created, shall be in accordance with the existing zoning requirements for the Town.
- v) That the owner shall provide that all municipal taxes be paid in full and that necessary apportionments of storm drainage be undertaken for any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or the Municipal Act.

- vi) That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees Bylaw in effect on the date the consent is being endorsed on the deeds.
- vii) That the owner confirm that all services are contained within existing property lines and do not cross over newly established lot lines.
- viii)The conditions imposed above shall be fulfilled by **January 21, 2021** or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

CARRIED

#### 4. B 27 19 - 1219 COUNTY RD 20 - KRUSHELNISKI FARMS INC.

Town Planner, Kristina Brcic introduced the Consent application and reviewed the report prepared by Interim Planner, David French dated, January 7<sup>th</sup>, 2020 which provides details regarding an application to sever and convey a 0.345 ha (0.853 ac.) portion of land as a lot addition from a farm parcel (1219 County Road 20) to an abutting farm parcel (1321 County Road 20) and to establish a formal right-of-way for access to the receiving lot and lands being conveyed to the Essex Region Conservation Authority, in the Town of Kingsville

The subject land is a 51.75 ha (127.88 ac.) farm parcel (in red) and contains a dwelling and outbuildings. The applicant is in the process of purchasing the neighbouring farmland to the west. The current owners of the neighbouring farm would like to remain in the existing dwelling, which would be considered surplus to the prospective purchaser/applicant. A separate application to sever that dwelling has also been filed with the Town however due to the location of the dwelling to be severed it would lead to the creation of a landlocked farm parcel. In order to overcome this problem it was proposed that the purchaser/applicant convey a 15.24 m (50 ft.) wide potion of his existing holding as a lot addition to the lands he is purchasing (in blue) therefore giving what will be the retained farm parcel frontage on County Road 20. Access to the retained farm parcel would be by way of an existing laneway on 1219 County Road 20 that will be established as a right-of-way (Parts 4 & 5). The application will also establish a permanent right-of-way over Parts 4, 5 & 6 in favour of lands that are being conveyed to ERCA under a separate application but require access for future maintenance of the conveyed lands.

The applicant's were in attendance.

Chairperson, Thomas Neufeld asked if there were any comments or questions from the committee, applicant or the public.

Committee Member, Larry Patterson, was pleased to read the positive comments from all agencies.

Chairperson Thomas Neufeld asked if the Wetlands being transferred to Essex Region Conservation Authority (ERCA) would require Council approval.

Town Planner, Kristina Brcic explained that the subject property applied for a Zoning By-law Amendment and is seeking Council approval at the upcoming meeting.

Chairperson, Thomas Neufeld confirmed there were no comments or questions from the committee, applicant or the public.

#### CA-05-2020

Moved by Larry Patterson, seconded by Russell Horrocks that Consent application B/27/19 to sever and convey a 0.345 ha (0.853 ac.) portion of land (Part 1 – Sketch A) as a lot addition from a farm parcel (1219 County Road 20) to an abutting farm parcel (1321 County Road 20), together with:

- a. the establishment of a permanent right-of-way over Parts 4 & 5 Sketch B on the retained land (1219 County Road 20) in favour of the receiving lands (1321 County Road 20), and
- b. the establishment of a permanent right-of-way over Parts 4, 5 & 6 Sketch B on the retained lands (1219 County Road 20) in favour of Part 3 on Sketch B,

both in Part of Lots 19 & 20, Concession 1, WD, in the Town of Kingsville, subject to the following conditions:

- i) That a reference plan be deposited in the registry office, **both an electronic and paper** copy of the registered plan is to be provided to the Town for the files of the Secretary-Treasurer.
- ii) That the lot addition to be severed, shown as Part 1 on the applicant's sketch (attached as Sketch A) be conveyed to the owner of the abutting farm parcel (1321 County Road 20 / PIN 75185-0676) and Section 50(3 or 5) of the Planning Act applies to any subsequent conveyance of or transaction involving the parcel of land that is the subject of this consent.
- iii) That the deeds, such plan of survey or reference plan, for property lines being newly created, shall be in accordance with the existing zoning requirements for the Town.

- iv) That the owner shall provide that all municipal taxes be paid in full and that necessary apportionments of storm drainage be undertaken for any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or the Municipal Act.
- v) That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees Bylaw in effect on the date the consent is being endorsed on the deeds.
- vi) The conditions imposed above shall be fulfilled by **January 21, 2021** or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

**CARRIED** 

#### E. NEW AND UNFINISHED BUSINESS

#### F. NEXT MEETING DATE

The next meeting of the Committee of Adjustment shall take place on February 18<sup>th</sup>, 2020 at Council Chambers, 2021 Division Road North, Kingsville @ 6:00 p.m.

#### G. ADJOURNMENT

#### CA-06-2020

Moved by Russell Horrocks, seconded by Allison Vilardi to adjourn this Meeting at 6:31 p.m.

**CARRIED** 

CHAIR, Thomas Neufeld

SECRETARY TREASURER,

Kristina Brcic



#### POLICE SERVICES BOARD MEETING

WEDNESDAY, JANUARY 22, 2020 @ 4:00 P.M. Council Chambers, 2021 Division Road North, Kingsville

#### A. CALL TO ORDER

Administration called the Meeting to order at 4:03 p.m. with the following persons in attendance:

**Nelson Santos** Board member William Chisholm Board member Board member Kimberly DeYong Barry Wilson Board member Bill Baird Board member Glenn Miller O.P.P. Inspector Silvano Bertoni O.P.P. Constable Brian Johnson O.P.P. Staff Sergeant

Member of Administration: Roberta Baines, Deputy Clerk-Administrative Services

Also in attendance: Karen Sinnaeve & Kristina Gilboe, Crime Stoppers

Ron and Catherine Burgoyne Steve l'Anson, Kingsville Reporter

#### **B. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON**

1. Nomination and election of 2020 Chairperson

Administration opened nominations for the position of Chairperson and Vice-Chairperson for 2020. Nelson Santos was nominated and was acclaimed as Chairperson for the Police Services Board.

01-2020 Moved by Kim DeYong, seconded by Will Chisholm that the Chairperson

for the Police Services Board is Nelson Santos

CARRIED

2. Nomination and election of 2020 Vice-Chairperson

Will Chisholm was nominated and was acclaimed as Vice-Chairperson for the Police Services Board.



02-2020

Moved by Kim DeYong, seconded by Barry Wilson that the Vice-Chairperson for the Police Services Board is Will Chisholm

**CARRIED** 

#### C. 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. None disclosed.

#### D. PRESENTATIONS & DELEGATIONS

- Mr. Burgoyne Retirement
  Inspector Miller congratulated Mr. Burgoyne on his retirement and thanked him
  for his many years of service as Chair of the Community Policing Program in
  Gosfield and then as a guard with the OPP for 20 years. He was presented with
  a retirement gift. Mr. Burgoyne thanked Inspector Miller and the OPP as well as
  the Police Services Board.
- 2. Ms. Karen Sinnaeve, Windsor Essex County Crime Stoppers Ms. Gilboe presented the yearly statistics report for Crime Stoppers and provided an overview of accomplishments for 2019. Ms. Sinnaeve provided an overview of Crime Stoppers history as a non-profit charity, projects in progress, fundraising events and campaigns. They indicated that Crime Stoppers are looking for sponsorship for signs throughout the county and that they will be approaching local BIAs for support.

Ms. Sinnaeve announced that there are vacancies on the Windsor & Essex County Crime Stoppers Board of Directors and they would like to see county representation.

This year marks the 35-year anniversary for Crime Stoppers and celebrations will be at the Caboto on April 25, 2020. They encouraged everyone to visit the website at <a href="https://www.catchcrooks.com">www.catchcrooks.com</a> for information.

#### E. ADOPTION OF ACCOUNTS

1. Police Services Accounts – RE: Budget actuals ending December 2019



03-2020

Moved by Will Chisholm, seconded by Bill Baird to receive the accounts ending December 2019

CARRIED

#### F. REPORTS

#### 1. Monthly Status Reports

 Town of Kingsville PSB report and Crime Stoppers report for November 2019

Staff Sergeant Johnson provided an overview of the December report. He indicated that there was a recent update of the 9-1-1 call handling workflow and policies to allow its emergency communicators more discretion to divert certain 9-1-1 calls and ensure more frontline OPP members are available for actual emergencies. This came into effect January 1, 2020. Staff Sergeant Johnson will provide follow up regarding diverted calls for the next meeting.

Staff Sergeant Johnson will also provide follow up on the November Crime Stoppers report regarding correction (ICON).

Moved by Kim DeYong, seconded by Bill Baird to receive Kingsville PSB Report and Crime Stoppers reports for November and December 2019 as information.

**CARRIED** 

#### G. BUSINESS/CORRESPONDENCE

#### 1. Ministry of Solicitor General:

- i) Memorandum: RE: Revised Guidance Note on Hazards in Clandestine Drug Labs and Illegal Marijuana Grow Operations, issued November 22, 2019 (Index: 19-0084)
- ii) Memorandum: RE: Expansion of Ontario's Insurance Validation Program, issued November 22, 2019 (Index: 19-0085)
- iii) Memorandum: RE: Race Data Collection in Use of Force, issued November 28, 2019 (Index: 19-0086)



- iv) Memorandum: RE: Highway Traffic Act Amendments for Dangerously Slow Driving and Stay in the Right Lane, issued November 28, 2019 (Index: 19-0087)
- v) Memorandum: RE: Data Sources to Support Community Safety and Well-Being Planning, issued December 11, 2019 (Index: 19-0088)
- vi) Memorandum: RE: E-Scooter Pilot Project, issued December 11, 2019 (Index: 19-0089)
- vii) Memorandum: RE: Temporary Driver's Licence and Licence Plate Sticker Validations, issued December 13, 2019 (Index: 19-0090)
- viii)Memorandum: RE: Automated Speed Enforcement, issued December 16, 2019 (Index: 19-0091)
- ix) Memorandum: RE: Updated Materials from Bill C-75, issued December 16, 2019 (Index: 19-0092)
- x) Memorandum: RE: Race Data Collection in Use of Force Follow Up, issued December 20, 2019 (Index: 19-0094)
- 2. County of Essex, RE: Community Safety and Well Being Plan, issued December 3, 2019
- 3. Ministry of Solicitor General News RE: Investing in Community Safety Across the Province, issued December 11, 2019
- 4. OPP, RE: Mental Health and Addictions Funding CSP Grant Announcement Media Release, issued December 17, 2019
- 5. OAPSB, RE: Membership Update Development of New Regulations, issue December 30, 2019
- 6. OPP News Bulletin, issued December 2019
- 7. OPP News Bulletin, issued January 2020

**05-2020** Moved by Will Chisholm, seconded by Kim DeYong to receive communication items 1 through 7.



**CARRIED** 

#### H. ADOPTION OF MINUTES OF PREVIOUS MEETING

1. Adoption of Police Services Board Minutes – held on November 27, 2019

Moved by Will Chisholm, seconded by Bill Baird adopt the Police Services Board meeting minutes held on November 27, 2019.

CARRIED

#### I. NEW AND UNFINISHED BUSINESS

- Speeding on Bainbridge
   Constable Bertoni will provide an update on the speeding matter at the next
   regular meeting.
- 2. Lease Agreement for Cottam OPP station at 116 County Rd 34
  Board members discussed the lease agreement. It was noted that the old lease
  had expired and that the Town had proceeded with a month-to-month basis in
  the absence of a new agreement. It was recommended to bring back an updated
  lease agreement for review at the next meeting.
- 3. Kingsville OPP Detachment Review of Proposed Addition
  There was discussion on the proposed drawings and relevancy. Staff Sergeant
  Johnson suggested that OPP facilities review the drawings and report back to the
  board with their comments.
- 2020 PSB meeting dates
   Board members reviewed the tentative meeting dates for 2020. Administration will provide dates to Lise Pharand at the Essex Detachment.
- 5. OAPSB conference in Toronto in May 27-30, 2020
  Board members were advised to contact administration for conference registration and booking accommodations.

#### J. ADJOURNMENT



07-2020

Moved by Kim DeYong, seconded by Will Chisholm that Police Services Board adjourns the meeting at the hour of 5:27 p.m. and to meet again on February 26, 2020 or at the call of the Chair.

**CARRIED** 

**CHAIRPERSON, Nelson Santos** 

DEPUTY CLERK-ADMINISTRATIVE SERVICES, Roberta Baines



#### PARK RECREATION ARTS AND CULTURE COMMITTEE JANUARY 23, 2020 @ 5:30 P.M. Kingsville Arena Room 'D', 1741 Jasperson Lane, Kingsville

#### A. CALL TO ORDER

Deputy Mayor Queen called the Meeting to order at 5:30 p.m. with the following persons in attendance:

## MEMBERS OF PARKS, RECREATION ARTS & CULTURE COMMITTEE:

#### **MEMBERS OF ADMINISTRATION:**

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

M. Durocher Program Manager

D. Wolicki, Facilities Manager

#### A. DISCLOSURE OF PECUNIARY INTEREST

Deputy Mayor Queen 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.

#### **B. PRESENTATIONS/DELEGATIONS**

None.

#### C. AMENDMENTS TO THE AGENDA

None.

#### D. STAFF REPORTS

## • M. DUROCHER-MANAGER OF PARKS AND RECREATION PROGRAMS AND EVENTS

M. Durocher provided an update on events, and programs scheduled to take place.



Moved by Councilor T. Neufeld, seconded by M. Shields to amend the appointment by-law to show Christina Bedal as a voting member of CIB committee

**CARRIED** 

**02-2020** Moved by Councilor T. Neufeld, seconded by Mayor N. Santos to receive the report as presented

CARRIED

#### 2. D. WOLICKI-MANAGER OF MUNICIPAL FACILITIES AND PROPERTIES

D. Wolicki provided an update on progress being made on several projects including the following:

- Park location in Ruthven
- Marina masterplan short term goals
- Use of boat ramp during hunting season
- Floating docks

**03-2020** Moved by M. Tremaine-Snip, seconded by A. Hickmott to receive the report as presented

**CARRIED** 

#### E. MINUTES OF THE PREVIOUS MEETING

1. Parks Recreation Arts and Culture Meeting Minutes—November 21 2020

Moved by A. Hickmott, seconded by M. Shields, to receive the minutes of Parks Recreation Arts and Culture Committee Meeting dated November 21, 2019

**CARRIED** 

#### F. COMMITTEE REPORTS



1. Mettawas Fund Raising Committee

05-2020 Moved by Mayor N. Santos, seconded by Councilor T. Neufeld to receive the minutes of Mettawas Fund Raising Committee Meeting dated November 6, 2019

**CARRIED** 

#### 2. Fantasy of Lights Committee

Moved by M. Tremaine Snip and seconded by Councilor T. Neufeld to receive the minutes of the Fantasy of Lights committee dated October 22 2019

CARRIED

#### 3. Migration Fest Committee

**07-2020** Moved by M. Shields and seconded by Councilor T. Neufeld to receive the minutes of the Migration Fest committee dated October 8 2019

CARRIED

#### G. NEW AND UNFINISHED BUSINESS

#### **UPDATE ON METTAWAS PARK**

January 13 the plans will be presented to Council. At this time council has approved Phase 1A and 1B of the project. D. Wolicki is now being asked to provide alternative spaces for the splash pad. The committee asked Dan to check with the architect about aggregate dust at the current proposed location. Research on other potential sites along with pros and cons associated with each site and size of splash pad is requested by the committee.

D. Wolicki is requested to bring phase 3 of the Lions Park project back to the committee for review.



08-2020

Moved by Councilor T. Neufeld, seconded by M. Tremaine-Snip, to request a report back to the committee by D. Wolicki regarding site plans for Lions Park, Lakeside Park, and Mettawas Park with respect to potential splash park locations.

CARRIED

#### **Pickleball Agreement**

Conversation took place with regard to the Pickleball Agreement and the potential Grant funding for the project. D. Wolicki to work with the Clerk to ensure that the agreement language ensures that Pickleball Association to ensure that the grant application become an appendix to the grant and that all conditions as such need to be met.

**09-2020** Moved by N. Santos and seconded by M. Shields that D. Wolicki work with the clerk and pickleball group to update the pickleball agreement.

**CARRIED** 

#### H. NEXT MEETING DATE

February 20, 2020 at 5:30 pm Kingsville Arena Room D

#### I. ADJOURNMENT

Moved by M. Shields seconded by A. Hickmott to adjourn this Meeting at 6:55 p.m.

CARRIED



## METTAWAS PARK FUNDRAISING COMMITTEE WEDNESDAY, NOVEMBER 6, 2019 @ 5:00 P.M. Committee Room 'A', 2021 Division Road North, Kingsville

#### A. CALL TO ORDER

Mayor Santos called the meeting to order at 5:00 p.m. with the following persons in attendance:

M. Kraus

W. Escott

T. Gaffan

Also Present:

P. Van Mierlo-West – CAO, Town of Kingsville Maggie Durocher – Programs Manager T. Hewitt – Recording Secretary

Regrets:

M. Farnworth

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

N. Santos reminded members that any declaration and its general nature are to be made prior to each item being discussed. None were disclosed.

#### C. MINUTES OF THE PREVIOUS MEETING

 Mettawas Park Fundraising Committee Meeting Minutes —Wednesday, September 4, 2019

MPF-13-2019

Moved by M. Kraus and seconded by T. Gaffan to approve the minutes of the September 4, 2019 meeting of the Mettawas Park Fundraising Committee.

**CARRIED** 

#### D. NEW AND UNFINISHED BUSINESS

1. 2020 Mayor's Inaugural Golf Tournament – Menu Discussion – N. Santos



The committee reviewed the menu options for Kingsville Golf and Country Club and there was discussion about the pending price increases from Kingsville Golf. It was decided to add the passports to the online registration form to collect payment for those in advance. There will be a draft registration form ready for the next meeting. \$150 per person again. It was decided to offer perch and roasted chicken at the meal. (Kingsville classic + perch and a vegetarian option)

#### 2. Broads on Broadway - Theatre One

- N. Santos declared a conflict and T. Gaffan assumed the chair.
- M. Durocher presented a potential partnership with Theatre One for "Broads on Tap"
   a Cabaret style performance on (tentative) March 27 and 28, 2020 at the
  Grovedale. A percentage of proceeds would be donated to the Mettawas Park project.

There was discussion about stage rentals. The committee would be expected to help with ticket sales and promotion. There was discussion about who would take out the SOP. It was recommended to have a VIP option on the mezzanine. M. Durocher will take the committee's questions back to Theatre One.

N. Santos reassumed the chair. He reported that he will be meeting with M. Law regarding possible partnership for a fundraising concert. He will provide an update about that discussion at the next Mettawas meeting.

#### **E. NEXT MEETING DATE**

1. The next meeting of the Mettawas Park Fundraising Committee shall take place on Wednesday, December 4, 2019 at Municipal Office Committee Room "A" @ 5:00 p.m.

#### F. ADJOURNMENT

MPF-14-2019 Moved by T. Gaffan and seconded by M. Kraus to adjourn the meeting at 5:23 pm.

**CARRIED** 



CHAIR, Nelson Santos
DECODDING SECRETARY
RECORDING SECRETARY,



#### **FANTASY OF LIGHTS COMMITTEE**

OCTOBER 22, 2019 @ 4:00P.M. Kingsville Arena Room 'B', 1741 Jasperson Lane, Kingsville

#### A. CALL TO ORDER

Councillor T. Gaffan called the Meeting to order at 4:03 p.m. with the following persons in attendance:

## MEMBERS OF FANTASY OF LIGHTS COMMITTEE:

**MEMBERS OF ADMINISTRATION:** 

Mayor N. Santos

S. l'Anson

D. Doey

D. Laman

J. Willoughby

C. Anson

L. Duhig

Regrets:

J. Mockler

Maggie Durocher, Administrative Support

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

Councilor T. Gaffan 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. PRESENTATIONS/DELEGATIONS

#### 1. COMMITTEE RECEIVED THE RESIGNATION FROM T. COKE

**021-2019** Moved by C. Anson, seconded by D. Doey to accept the resignation of T. Coke from the committee.

**CARRIED** 

#### D. AMENDMENTS TO THE AGENDA



COUNCILOR T. GAFFAN-POTENTIAL NEW SPONSOR

#### **E. STAFF REPORTS**

- 1. M. Durocher, Program Manager
- M. Durocher provided the following update to the committee
  - 1. Parade is set to go and no parking signs will be posted along the route.
  - 2. No parking on route will be advertised on social media
  - Paws and Claus letter set to go, need excel sheet with potential vendors completed
  - 4. CTV commercial is completed and ready for TV

Moved by S. I'Anson seconded by C. Anson to receive the report as presented

**CARRIED** 

#### F. MINUTES OF THE PREVIOUS MEETING

1. Fantasy of Lights Committee Meeting Minutes September 10, 2019

Moved by C. Anson, seconded by Mayor N. Santos to receive the minutes of the Fantasy of Lights Committee Meeting dated September 10, 2019.

CARRIED

#### G. NEW AND UNFINISHED BUSINESS

#### 1. Santa Claus Parade

The Contract is signed and insurance is in place and a COI has been delivered to the Town. Facebook promotion will start shortly.

#### 2. Breakfast with Santa

Councilor Gaffan noted that Vern is ready to go. L. Duhig requested a copy of the budget for the event so that crafts can be prepared.



#### 3. Paws and Claus

Excel sheet is being completed and letter is ready to be sent out.

#### 4. Budget

Looking for a signature piece for next year. A light tunnel was discussed and a reserve fund should be set up to begin to save for such an endeavor.

#### **New Business**

Councilor Gaffan noted that Mike Curran from Dominos had expressed interest in sponsorship of Fantasy of Lights. M. Durocher to follow up with him.

#### H. NEXT MEETING DATE

1. The next meeting of the Fantasy of Lights Committee shall take place on November 26 at Kingsville Arena @ 4:00 p.m.

#### I. ADJOURNMENT

**024-2019** Moved by J. Willoughby, seconded by L. Duhig to adjourn this Meeting at 5:15 p.m.

**CARRIED** 

CHAIR, Councillor T. Gaffan
RECORDING SECRETARY,
M. Durocher



## MIGRATION FESTIVAL COMMITTEE OCTOBER 8, 2019 @ 6:30P.M. Kingsville Arena Room 'D', 1741 Jasperson Lane, Kingsville

#### A. CALL TO ORDER

Chair S. Girardin called the Meeting to order at 6:40 p.m. with the following persons in attendance:

## MEMBERS OF MIGRATION FESTIVAL COMMITTEE:

**MEMBERS OF ADMINISTRATION:** 

Diane-Marie Swiderski Matt Kraus Robyn Braybrook-Gard Susan Girardin Alison Araujo Mary Baruth Stephanie Allen Santos M. Durocher

#### B. DISCLOSURE OF PECUNIARY INTEREST

Chair S.Girardin 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. PRESENTATIONS/DELEGATIONS

None

#### D. AMENDMENTS TO THE AGENDA

There were none.

#### E. STAFF REPORTS

1. **M. Durocher** provided a verbal report with the following updates:

Signs for weekend Floats required SOP Tickets

Lakeside Park



# COMMITTEE MINUTES

29-2019 Moved by S. Allen-Santos and seconded by R. Braybrook-Gard to received M. Durocher's report as presented.

**CARRIED** 

## F. MINUTES OF THE PREVIOUS MEETING

1. Migration Festival Committee Meeting Minutes—September 17, 2019

30-2019 Moved by D. Swiderski, seconded by M. Baruth to receive the minutes of the Migration Festival Committee Meeting dated September 17, 2019

**CARRIED** 

#### G. NEW AND UNFINISHED BUSINESS

# 1. Opening Ceremonies

S. Allen-Santos reported the following:

Opening Ceremonies will be held in lower level of winery.

George will set up a grazing table and work with Stephanie on logistics.

Invitations will be sent out to Dignitaries including BIA.

Event will be promoted on Social Media.

Wine with 50<sup>th</sup> Anniversary logo will be used.

Event will begin at 6:30 pm.

# 2. Fundraiser with KFD, committee and Jack Miner

Almost famous will be in to set up on Friday. M. Baruth will be selling quilt tickets, M. Durocher and D. Swiderski will sell liquor tickets. M. Baruth indicated that everyone should wear 50<sup>th</sup> Anniversary shirts.

M. Baruth indicated that 300 steaks have been ordered. S. Allen Santos to contact Carmen, and contact J. Rocheleau with regard to desserts. S. Allen Santos to discuss wine with Walter.



# COMMITTEE MINUTES

#### **Dress a Goose**

Sales are going well. M. Baruth has 4 and will be keeping 10

# 3. Golden Egg Hunt

D. Swiderski will have gift certificates. M. Durocher to obtain free skating, dinner with Santa, breakfast with Santa and 2 birthday party packages. 500 eggs have been purchased.

M. Durocher to obtain candy and take to Jack Miners. Eggs to be stuffed at Jack Miners Tuesday night at 6 pm.

#### 4. Parade

There are currently 37 entries for the parade.

Radios are ordered and staging notes are complete.

Vollans have offered a complimentary Gator that M. Baruth will drive, and put Jack Miner Logo on door.

#### **Market Place**

Only 3 tables left at Arena, and 22 vendors confirmed for Lakeside. Scouts are confirmed for BBQ.

#### **Promotional Items**

M.Baruth had poster created by Reporter and will provide digital copy to committee. M. Durocher was asked to print 500 additional brochures.

#### H. NEXT MEETING DATE

1. The next meeting of the Migration Festival Committee shall take place on November 26, 2019 at Kingsville Arena @ 6:30 p.m.

### I. ADJOURNMENT

Moved by D. Swiderski seconded by M. Kraus to adjourn this Meeting at 8:10 p.m.

**CARRIED** 



# COMMITTEE MINUTES

CHAIR, Sue Girardin	
RECORDING SECRETARY,	
M. Durocher	



February 25, 2020

#### Re: Item for Discussion – Motion of Support for Ban of Single-Use Disposable Wipes

At its meeting of January 23, 2020, the Council of the Corporation of the Town of Bracebridge ratified motion 20-GC-032/033, regarding the support for ban of single-use disposable wipes, as follows:

"WHEREAS Single-use wipes are a \$6 billion industry and growing, and are now being advertised as a clean alternative to toilet paper that is safe to flush;

AND WHEREAS Single-use wipes accumulate in the sewer system and eventually clog the sanitary sewer system, requiring significant additional repair and maintenance;

AND WHEREAS the Municipal Enforcement Sewer Use Group (MESUG) estimates non-flushable materials cause \$250 million in annual repairs across Canada;

AND WHEREAS a 2019 study released by Ryerson University tested 101 types of single-use disposable wipes and found that all of the wipes failed basic requirements of flushable products;

AND WHEREAS there is no one standard for what the word "flushable" means;

AND WHEREAS there is a lack of public awareness of the impact caused by non-flushable wipes being flushed down toilets and consumer education and outreach could play a large part in reducing the impact;

AND WHEREAS Single-use wipes, even when properly disposed of as waste, are an inefficient and unsustainable use of resources that contribute significantly to environmental degradation.

NOW THEREFORE BE IT RESOLVED THAT the Town of Bracebridge lobby the Provincial and Federal Governments to ban single-use disposable wipes;

AND THAT this resolution be forwarded to the Right Honourable Prime Minister of Canada; the Honourable Premier of Ontario; the Minister of the Environment, Conservation and Parks; the Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario (AMO); the Local Members of Provincial Parliament; and all Municipalities in Ontario.

AND FURTHER THAT the District of Muskoka be requested to endorse the resolution and the ban on single-use wipes."

1000 Taylor Court Bracebridge, ON P1L 1R6 Canada In accordance with Council's direction I am forwarding you a copy of the associated memorandum for you reference.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,

Lori McDonald

Director of Corporate Services/Clerk

Mold



# County of Haliburton

P.O. Box 399 - 11 Newcastle Street Minden, Ontario KOM 2KO

705-286-1333 phone 705-286-4829 fax

Warden Liz Danielsen

Michael Rutter, CAO mrutter@county.haliburton.on.ca

February 3, 2020

All Ontario Municipalities

Dear Sir/Madame:

Re: Tourism Oriented Destination Signage Fee Increases

Haliburton County and our local municipalities recently became aware of a significant increase in fees being charged to businesses by Canadian Tourism Oriented Destination Signage Limited. In a time when every effort is being made to remove barriers to prosperity, this change will take money directly from the "bottom line" of small and medium sized businesses and not-for-profits across the Province.

At their most recent meeting, Haliburton County Council passed the following resolution:

Whereas the Ministry of Heritage, Sport, Tourism, and Culture and the Ministry of Transportation supervise the delivery and maintenance of tourism oriented destination signage through a third party – Canadian TODS Limited;

And Whereas our tourism stakeholders and other enterprises rely heavily on this signage to direct customers to their businesses;

And Whereas Canadian TODS Limited recently advised their customers that fees will be doubling, beginning in 2020;

And Whereas this will result in significant financial hardship for those business owners: Now therefore, be it resolved that the Haliburton County Tourism Committee and Haliburton County Council request that the Minister of Tourism, Culture and Sport and the Minister of Transportation reconsider or phase in this fee increase, allowing an appropriate amount of time for businesses to adjust;

And finally that those municipalities that support the resolution be requested to advise the Ministers noted above and their local MPP of their support.

All of the municipalities in the County of Haliburton recognize the value of this signage and the need for cost increases to meet inflation; however, we are asking that this fee increase be reconsidered and phased in to ease the burden on our stakeholders.

Thank you for your consideration of our request.

Yours truly

Liz Danielsen Warden



# The Corporation of the Township of Madoc

15651 Highway 62, P.O. Box 503, Madoc, Ontario K0K 2K0 www.madoc.ca 613-473-2677 Fax: 613-473-5580

February 11, 2020

Hon. Ernie Hardeman Minister of Agriculture, Food & Rural Affairs 77 Grenville Street, 11<sup>th</sup> Floor Toronto, Ontario M5S 1B3

Via Email: minister.omafra@ontario.ca

Dear Minister Hardeman,

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under fake pretenses to gain entrance onto farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of the livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, *Bill 156: Security from Trespass and Protecting Food Safety Act.* This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. Bill 156: *Security from Trespass and Protecting Food Safety Act* is good news for Ontario's agri-food industry

Sincerely,

Loyde Blackburn

Reeve, Madoc Township

Loghe BR



February 13, 2020

To:

The Honourable Doug Ford, Premier of Ontario,
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs,
The Honourable Steve Clark, Minister of Municipal Affairs and Housing,
Andrea Horwath, Leader of the New Democratic Party of Ontario,
John Fraser, Interim Leader of the Liberal Party of Ontario,
Mike Schreiner, Leader of the Green Party of Ontario,
Monte McNaughton, MPP, Middlesex-Kent;
Association of Municipalities of Ontario; and
Ontario municipalities

#### **RE: Southwest Middlesex Resolution regarding Government Bill 156**

Please be advised that at its February 12, 2020 meeting, the Council of the Municipality of Southwest Middlesex passed the following resolution regarding Bill 156, Security from Trespass and Protecting Food Safety Act, 2019:

Moved by Councillor McGill Seconded by Councillor Cowell

**Whereas** the Provincial Government of Ontario is considering Bill 156, *Security from Trespass and Protecting Food Safety Act, 2019*; and

Whereas Bill 156 is intended to protect farms, farm operations, and food safety and security by addressing unwanted trespassing; and

Whereas Ontario farmers are increasingly under threat of unwanted trespassers who are illegally entering property, barns and buildings, and safety of drivers of motor vehicles transporting farm animals which threatens the health and safety of the farm, employees, livestock and crops; and

**Whereas** additional protection for the agri-food industry to protect the security of the food chain, the farm owners, family and employees is the purpose of the *Security from Trespass and Protecting Food Safety Act, 2019*; and

Whereas unwanted trespassing occurs on all types of farm operations, including grain farmers, which has the potential to impact the safety and security of people and the food chain;

**Now Therefore Be It Resolved That** the Municipality of Southwest Middlesex supports the intent of Bill 156 and requests that the Province of Ontario expanding Bill 156 to identify and include protections against trespass for grain farm operations; and

**That** a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, Andrea Horwath, Leader of the New Democratic Party of Ontario, John Fraser, Interim Leader of the Liberal Party of Ontario, Mike Schreiner, Leader of the Green Party of Ontario, and Monte McNaughton, MPP, Middlesex-Kent; and

**That** a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), and Ontario municipalities.

Carried



# The Corporation of the Township of Madoc

15651 Highway 62, P.O. Box 503, Madoc, Ontario K0K 2K0 www.madoc.ca 613-473-2677 Fax: 613-473-5580

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

Dear Premier:

### Re: Resolution from the Township of Springwater - Conservation Authorities

Please be advised that the Township of Madoc Council passed the following motion to support the resolution of the Township of Springwater regarding the Conservation Authority Levies, attached.

Motion # 19-610

Moved by: Councillor Beaton

Seconded by: Deputy Reeve Rollins

That Council direct the Clerk/Planning Coordinator to write a letter of support, supporting the resolution of the Township of Springwater

regarding the Conservation Authority Levies

-Carried-

Sincerely,

Amanda Cox

Clerk/Planning Coordinator

Township of Madoc



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

Dear Premier:

November 29th 2019

Re: Resolution from the Township of Springwater - Conservation Authority Levies

Please be advised that on November 27<sup>th</sup> the Town of Plympton-Wyoming Council passed the following motion to support the Township of Springwater motion (attached) that was passed on October 16<sup>th</sup> 2019.

<u>Motion #7</u> – Moved by Bob Woolvett, Seconded by Gary Atkinson that the Council of the Town of Plympton-Wyoming supports the resolution of the Township of Springwater regarding the Conservation Authority Levies.

Motion Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me at the number above or by email at <a href="mailto:ekwarciak@plympton-wyoming.ca">ekwarciak@plympton-wyoming.ca</a>.

Sincerely,

Erin Kwarciak Clerk Town of Plympton-Wyoming

Cc:

Renee Chaperon, Clerk – Township of Springwater
The Honourable Doug Ford, Premier of Ontario
Jeff Yurek, Minister of Environment, Conservation and Parks
Conservation Ontario
All Ontario Municipalities
Association of Municipalities of Ontario (AMO)



October 21, 2019

Nottawasaga Valley Conservation Authority 8195 8<sup>th</sup> Line Utopia ON, L0M 1T0

**RE: Conservation Authority Levies** 

Please be advised that at its meeting of October 16, 2019, Council of the Township of Springwater passed the following resolution:

#### C456-2019

Moved by: Coughlin Seconded by: Cabral

Whereas the Township of Springwater supports the objects of balance on conservation, environmental stewardship, and sustainability to anchor its operations, planning, services, and strategic vision;

And Whereas the Township of Springwater understands the need for both the Province and its municipalities to deliver clear, costed, and sustainable programs and services for taxpayers;

And Whereas both tiers of government must assess all programs and services to eliminate duplication and balance costs on tests of affordability, health, safety, and environmental stewardship;

And Whereas the Minister of Environment, Conservation, and Parks signaled on August 16, 2019 of a need for conservation authorities to re-focus their operations related to core mandates as currently defined in the Conservation Authorities Act, 1990, R.S.O. 1990, c. C.27 and its prescribed regulations;

And Whereas the Minister of Environment, Conservation, and Parks signaled on August 16, 2019 that Conservation Authorities should not proceed with any increases to fees or levies;

Therefore Be It Resolved That the Township of Springwater supports any Provincial effort to require its municipal levy only apply to core mandated programs and services;

And That this resolution be forwarded to Premier Doug Ford, the Minister of the Environment, Conservation, and Parks, the Honourable Jeff Yurek, the County of Simcoe, all Ontario municipalities, the NVCA and Ontario's other 35 Conservation Authorities, and Conservation Ontario, signaling the Township of Springwater's

support of the Province's review, consultations and development of an updated Conservation Authorities Act and the willingness to participate in all consultations and submissions to the same.

Carried

Sincerely,

Renée Chaperon

Clerk /cp

cc. Doug Ford, Premier of Ontario

Jeff Yurek, Minister of Environment, Conservation and Parks

The County of Simcoe Conservation Ontario

Ontario municipalities

Ontario Conservation Authorities

Phone: 705-728-4784

Ext. 2015

Clerk's Department

Fax: 705-728-6957



# Resolution

Moved By	Agenda Item 8b	Resolution No. 2020-02-19-55
Last Name Printed Ostrander	0	2020 02 10-00
Seconded By	Council D	<b>ate:</b> February 19, 2020
Last Name PrintedLatchford	)	2001. 05.44., 10, 2020

"Whereas Northumberland County supports the important role that conservation authorities provide, including watershed management programs; and

Whereas Northumberland County believes that the Province should undertake consultations with municipalities prior to making any program or funding changes;

Now Therefore Be It Resolved That County Council receive the supporting resolutions from Ontario municipalities (including the Town of Orangeville, the Town of Collingwood and the Municipality of Strathroy-Caradoc; and

Further Be It Resolved That this resolution be forwarded to: Premier Doug Ford, the Minister of the Environment, Conservation and Parks, MPP David Piccini, the Association of Municipalities of Ontario, the Ganaraska Conversation Authority, the Lower Trent Conversation Authority, the Crowe Valley Conservation Authority and the Otonobee Region Conservation Authority, and all Ontario municipalities."

Recorded Vote Requested by		Carried	Henley
_	Councillor's Name		Warden's Signature
Deferred		Defeated	
	Warden's Signature 364		Warden's Signature

# Ellis, Maddison

From: Tracy MacDonald <tmacdonald@orangeville.ca>

Sent: Monday, January 27, 2020 6:34 PM

**Subject:** Resolution - Environmental Awareness and Action

#### **CAUTION:** External E-Mail

Good afternoon,

The Town Orangeville passed the following resolution at its January 13, 2020 Council meeting:

13.1 Councillor Peters – Environmental Awareness and Action

Resolution 2020-14

Moved by Councillor Peters Seconded by Councillor Post

That the Town of Orangeville supports continuation of the programs and services of the CVC, both mandatory and non-mandatory, and that no programs or services of the CVC or other CAs in Ontario be "wound down" at this time; and

That the Minister of the Environment, Conservation, and Parks give clear direction as to what programs and services are considered mandatory and non-mandatory and how those programs will be funded in the future; and

That the Minister of the Environment, Conservation, and Parks recognizes the strong and positive Provincial role Conservation Authorities (CAs) play in flood risk reduction programs and reinstates funding to the CAs of Ontario; and

That this resolution be forwarded to the Minister of the Environment, Conservation, and Parks, Premier Doug Ford, MPP Sylvia Jones, the Association of Municipalities of Ontario, the Credit Valley Conservation Authority, Conservation Ontario, and all Ontario municipalities.

Carried.

Regards,

Tracy Macdonald | Assistant Clerk | Corporate Services Town of Orangeville | 87 Broadway | Orangeville ON L9W 1K1 519-941-0440 Ext. 2256 | Toll Free 1-866-941-0440 Ext. 2256 tmacdonald@orangeville.ca | www.orangeville.ca

### TOWN OF COLLINGWOOD



Becky Dahl, Deputy Clerk 97 Hurontario St. P.O. Box 157 Collingwood, ON L9Y 3Z5 Tel: (705) 445-1030 Ex. 3230 Fax: (705) 445-2448 Email: bdahl@collingwood.ca

January 21, 2020

The Honourable Jeff Yurek Minister of Environment, Conservation and Parks College Park 5th Floor, 777 Bay Street Toronto, ON M7A 2J3

#### Re: Conservation Authorities

On behalf of the Council for the Corporation of the Town of Collingwood, I write to advise you of the following recommendation approved at its meeting held on January 20, 2020 for your consideration:

WHEREAS the Town of Collingwood has recently declared a Climate Emergency; AND WHEREAS the Town of Collingwood has committed to nine core principles of sustainability;

AND WHEREAS the Town of Collingwood is a beneficiary of the upstream environmental remediation work done by the Nottawasaga Valley Conservation Authority (NVCA);

**AND WHEREAS** the Town of Collingwood is a member of the NVCA, with representation on its Board of Directors;

**AND WHEREAS** under the direction of the Board of Directors, the NVCA provides programs and services addressing local priorities to the residents of Collingwood and its other member municipalities, including inclusive outdoor education and recreation, water quality monitoring, preservation of species at risk as well as protecting life and property through a variety of measures;

**AND WHEREAS** the NVCA provides the Town of Collingwood with expert advice on the environmental impact of land use planning proposals and that the Municipality does not have staff with comparable expertise or experience;

**AND WHEREAS** the Ministry of the Environment, Conservation and Parks provides approximately one percent of the budget for programs and services currently delivered by the NVCA;

THEREFORE BE IT RESOLVED THAT the Town of Collingwood supports Conservation Authority regulations under Bill 108 being completed in consultation with municipalities, the NVCA and Conservation Ontario;

**AND THAT** the Town of Collingwood supports continuation of the critical programs and services included in the mandate of Conservation Authorities;

**AND THAT** during the fulsome review and consultations the Minister of Environment, Conservation and Parks continue to allow local municipalities' designated representatives

to determine which programs will be delivered and mandatory, along with the use of a Board-directed fair municipal levy as per current Regulation;

**AND THAT** this resolution be forwarded to the Minister of the Environment, Conservation and Parks, Premier Doug Ford, MPP Jim Wilson, the Association of Municipalities of Ontario, Nottawasaga Valley Conservation Authority, Conservation Ontario, all Ontario municipalities, and the County of Simcoe.

Should you require anything further, please do not hesitate to contact the undersigned at 705-445-1030 ext. 3230 or clerk@collingwood.ca.

Yours truly,

TOWN OF COLLINGWOOD

Becky Dahl

Deputy Clerk, Clerk Services

c.c. Premier Doug Ford
Jim Wilson, MPP
Association of Municipalities of Ontario
Nottawasaga Valley Conservation Authority
Conservation Ontario
County of Simcoe
Ontario municipalities

## Ellis, Maddison

From: Ruth Alcaidinho <ralcaidinho@strathroy-caradoc.ca>

**Sent:** Friday, January 24, 2020 10:50 AM

**To:** minister.mecp@ontario.ca; admin@ltvca.ca

Subject: Strathroy-Caradoc Regular Council Meeting January 20, 2020 - Approval of Resolution LTVC -

Watershed Management Programs

#### **CAUTION:** External E-Mail

Please be advised the following resolution sent to member municipalities of the Lower Thames Valley Conservation Authority, was presented for consideration by Council at their regular meeting of Monday, January 20, 2020 and approved as follows:

Moved by Councillors Brennan and Kennes:

**WHEREAS** Conservation Authorities have been protecting people and conserving and restoring watersheds with local communities for over 50 years; and

**WHEREAS** Municipalities must work together to ensure resilient and healthy watersheds for residents, and **WHEREAS** Conservation Authorities will be important partners in concrete and cost-effective initiatives to address climate change,

**THERFORE BE IT RESOLVED THAT:** the Municipality of Strathroy-Caradoc supports the important role Conservation Authorities provide to local communities in delivering watershed management programs; and that this resolution be circulated to Municipalities, Conservation Authorities and the Provincial Government (Minister of Environment, Conservation and Parks), in Ontario. **Carried.** 

#### Kind Regards,



Ruth Alcaidinho
Deputy Clerk/Insurance Co-Ordinator
Legal & Legislative Services

Tel: 519-245-1105 Ext 237

Fax: 519-245-6353

Email: ralcaidinho@strathroy-caradoc.ca



Legal & Legislative Services

Municipality of Strathroy-Caradoc

52 Frank Street | Strathroy, ON | N7G 2R4

Visit us online at www.strathroy-caradoc.ca

From: Roberta Baines
To: Roberta Baines

Subject: FW: County of Peterborough Resolution - Re: Bill 156, Security from Trespass and Protecting Food Safety Act

**Date:** February 26, 2020 9:22:17 AM **Attachments:** Bill 156 Letter of Support.docx

From: Green, Katie < KGreen@ptbocounty.ca>
Sent: Tuesday, February 25, 2020 10:09 AM

**To:** <u>accesshalton@halton.ca</u>; <u>accessyork@york.ca</u>; <u>aclarke@gorebay.ca</u>; <u>admin@acwtownship.ca</u>; <u>admin@dnetownship.ca</u>; <u>admin@eganville.com</u>;

**Cc:** Fawn, Lynn < <u>LFawn@ptbocounty.ca</u>>; Stevenson, Kari < <u>KStevenson@ptbocounty.ca</u>>; Hope, Elizabeth < <u>EHope@ptbocounty.ca</u>>; Jopling, Karen

**Subject:** County of Peterborough Resolution - Re: Bill 156, Security from Trespass and Protecting Food Safety Act

## Good Morning,

Please be advised that the County of Peterborough passed the following resolution at their February 19<sup>th</sup> meeting:

Be it resolved that County Council supports Bill 156, Security from Trespass and Protecting Food Safety Act by sending a letter of support to Ontario's Minister of Agriculture, Food and Rural Affairs, the Honourable Ernie Hardman; John Vantof, NDP Critic, Agriculture and Food, Rural Development; John Fraser, Liberal Critic, Agriculture, Food and Rural Affairs; and all Ontario Municipalities.

Also, attached is the original letter sent by the Peterborough County Federation of Agriculture.

Kindest regards.

#### Katie Green

Administrative Services Assistant Clerk's Division/Land Division (705) 743-0380 Ext. 2106

<sup>\*</sup> Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of a public record and may be made available to the public through the Council Agenda process.



#### February 18, 2020

#### Bill 156, Security from Trespass and Protecting Food Safety Act

The **Peterborough County Federation of Agriculture** represents the voice of agriculture in the local community, and advocates on behalf of our farm family members. Along with our Commodity partners in **Peterborough County** and the Ontario Federation of Agriculture. We are committed to a sustainable and profitable future for farm families.

Ontario farms have increasingly come under threat of unwanted trespassers and activists who are illegally entering property, barns and buildings, seizing private property and threatening the health and safety of the farm, employees, livestock and crops.

On December 2<sup>nd</sup>, 2019, the provincial government introduced **Bill 156**, *Security from Trespass and Protecting Food Safety Act*, *2019*. The bill is intended to protect Ontario farm animals, farms, farmers and their families, and the safety of the entire food supply by addressing the ongoing threat of unwanted trespassing and from unauthorized interactions with farm animals. The risks of these actions include exposing farm animals to stress and potential diseases, as well as the introducing contaminants into the food supply.

The **Peterborough County Federation of Agriculture** appreciates the support from the provincial government for taking a strong stance to protect our farms and food safety, by introducing more significant consequences for illegal trespassing activities.

The **Peterborough County Federation of Agriculture** is calling on all municipal councils to reassure their citizens that the safety of Ontario farm animals, farmers and farm families, and the safety of the entire food system matters. We respectfully ask that your council show your support for Bill 156 by sending the following letter (see below) to Ontario's Minister of Agriculture, Food and Rural Affairs, the Honourable Ernie Hardeman, John Vantof NDP Critic, Agriculture and Food, Rural Development, and John Fraser Liberal Critic, Agriculture, Food and Rural Affairs

Thank you for showing your support for stronger legislation to protect farms, animals, and food in Peterborough County from intruders. As this issue is time sensitive, if your municipality is going to support we would urge you to do so at your earliest convenience. This Bill is currently at second reading.

Sincerely,

## **Karen Jopling**

President Peterborough County Federation of Agriculture <a href="mailto:pcfagriculture@gmail.com">pcfagriculture@gmail.com</a>
705.927.5677

Hon. Ernie Hardeman

Minister of Agriculture, Food & Rural Affairs

77 Grenville Street, 11th Floor

Toronto, Ontario M5S 1B3

Via Email: minister.omafra@ontario.ca

Dear Minister Hardeman,

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property,

barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the

health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are

causing health and safety concerns and undue stress to Ontario farmers, their families, and their

businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and

harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock

and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, Bill 156: Security from Trespass and Protecting Food Safety

Act. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156

provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new

legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. Bill 156: Security from Trespass and Protecting Food

Safety Act is good news for Ontario's agri-food industry.

Thank you for this important new legislation. Protection of our Ontario should be the highest priority.

Sincerely,

**SIGNATURE** 

copy: pcfagriculture@gmail.com

371

John Vanthof

Critic, Agriculture and Food, Rural Development

Rm. 156, Main Legislative Bldg.

Toronto, ON M7A 1A5

Via Email: jvanthof-qp@ndp.on.ca

Dear Mr Vanthof

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families, and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, Bill 156: Security from Trespass and Protecting Food Safety Act. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. Bill 156: Security from Trespass and Protecting Food Safety Act is good news for Ontario's agri-food industry.

Thank you for this important new legislation. Protection of our Ontario should be the highest priority.

Sincerely,

**SIGNATURE** 

copy: pcfagriculture@gmail.com

John Fraser Critic, Agriculture, Food and Rural Affairs Room 448, Main Legislative Building Queen's Park Toronto (ON) M7A 1A4

Via Email: jfraser.mpp.co@liberal.ola.org

Dear Mr Fraser

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families, and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, *Bill 156: Security from Trespass and Protecting Food Safety Act*. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. Bill 156: *Security from Trespass and Protecting Food Safety Act* is good news for Ontario's agri-food industry.

Thank you for this important new legislation. Protection of our Ontario should be the highest priority.

Sincerely,

**SIGNATURE** 

copy: pcfagriculture@gmail.com



February 20, 2020

RE: AMO's position on the Legislative Changes in Bill 132 with respect to the Aggregate Resources Act and the Safe Drinking Water Act.

Please be advised that Township of Puslinch Council, at its meeting held on January 2, 2020, considered the aforementioned topic and subsequent to discussion, the following was resolved:

**Resolution No. 2020-010:** Moved by Councillor Sepulis and Seconded by Councillor Bailey

That Council receives the Intergovernmental item 7.9 Queens Park Update; and That Council direct staff to send correspondence in support of AMO's position on the Legislative Changes in Bill 132 with respect to the Aggregate Resources Act and the Safe Drinking Water Act.

**CARRIED** 

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Yours very truly,
Courtenay Hoytfox
Development and Legislative Coordinator

# **Courtenay Hoytfox**

From: AMO Communications <Communicate@amo.on.ca>

Sent: Monday, December 16, 2019 11:17 AM

**To:** Courtenay Hoytfox

**Subject:** Queen's Park Update - December 16, 2019

AMO Update not displaying correctly? View the online version | Send to a friend Add Communicate@amo.on.ca to your safe list



December 16, 2019

# **Queen's Park Update**

#### **Cannabis**

On December 12<sup>th</sup>, the government amended Ontario Regulation 478/18 under the *Cannabis License Act, 2018.* This opens Ontario's cannabis retail market in 2020. Retail applications begin on January 6, 2020 and the new changes in the regulation include:

- Ceasing the lottery for retail licenses
- Eliminating pre-qualification requirements for retailers
- Allowing licensed producers to open retail store connected to a production facility

On March 2, 2020, the restrictions on the total number of store authorizations permitted in the province will be revoked. Licensed operators will be allowed to have up to 10 stores until September 2020, up to 30 stores until September 2021 and up to 75 stores afterwards. Store applications will only be eligible in municipalities that have opted-in to sell cannabis.

For more information, visit www.agco.ca.

# **End of the Fall Legislative Session**

The Legislative Assembly of Ontario ended its 2019 legislative session on December 12<sup>th</sup> and is adjourned until February 18, 2020. Here are some short summaries of Bills of municipal interest that have received Royal Assent.

Bill 132, Better for People, Smarter for Business Act, 2019 – Received Royal Assent on Dec. 10<sup>th</sup>.

The legislative changes in Bill 132 of most municipal concern are to the *Aggregates Act*. While it is an improvement that a change will require an application process for below water table extraction, rather than just an amendment to a licence, it still allows the province to issue licences for below water table extraction while the *Safe Drinking Water Act*, Section 19 stipulates that owners of municipal drinking water sources are guilty of an offence if they fail to exercise care over a drinking water system, like a well. As aquafers are connected, a decision of the province to allow below water table extraction could lead to contamination of municipal drinking water sources.

Given the conflict between these two Acts, AMO had asked for a concurrent amendment to the *Safe Drinking Water Act* to indemnify Council members for decisions on *Aggregates Act* applications that the province makes. This amendment was not made to the legislation that now has Royal Assent. We believe this will result in municipal councils appealing all provincial decisions on below water table extraction to the Local Planning Appeal Tribunal (LPAT) to show appropriate due diligence.

As well through Bill 132, the *Highway Traffic Act* was amended to allow municipal governments to pass by-laws that will allow some off-road vehicles to be driven on municipal highways.

For more information on this omnibus bill, please refer to AMO's Bill 132 submission.

<u>Bill 138, Plan to Build Ontario Together Act, 2019</u> – Received Royal Assent on December 10<sup>th</sup>.

This omnibus Bill accompanied the 2019 Fall Economic Statement and affected 40 statutes. This included:

- Section 26.1 of the Development Charges Act is amended and will remove industrial development and commercial development from eligible development types that can be charged.
- Subsection 329 (2) of the *Municipal Act, 2001* and section 291 (2) of the *City of Toronto Act, 2006* has been amended regarding calculating property taxes when the permitted uses of land change.
- The Supply Chain Management Act specifies how the broader public sector may carry out supply chain management and procurement. AMO has confirmed that these provisions will not apply to municipalities.
- Section 37 of the Planning Act has been amended to set out a process for a
  person or public body to appeal a community benefits charge by-law to the
  Local Planning Appeal Tribunal.
- Section 40 (1) of the *Liquor Licence and Control Act* permits municipal councils to designate a recreational area under its jurisdiction to prohibit the possession of liquor.

<u>Bill 136, Provincial Animal Welfare Services Act, 2019</u> – Received Royal Assent on December 5<sup>th</sup>.

This bill creates an animal welfare framework. Under the Act, in the event of a conflict between a municipal by-law and the *Provincial Animal Welfare Services Act*, the provision that affords the greater protection to animals will prevail. The legislation

requires an implementation of a full provincial government-based animal welfare enforcement model.

The province has confirmed that all enforcement mechanisms will be performed by them.

Bill 124, Protecting a Sustainable Public Sector for Future Generations Act, 2019

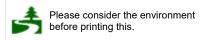
- Received Royal Assent on November 7<sup>th</sup>.

Under Bill 124, broader public sector employee salary increases will be limited to 1% for the next three years. AMO has been assured that this Act does not apply to employers that are a municipality, a local board as defined in the *Municipal Act*, and persons and organizations that are appointed or chosen under the authority of a municipality.

#### **AMO Contact:**

You can contact AMO's Policy Team at policy@amo.on.ca or 416-971-9856.

\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Association of Municipalities of Ontario 200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

Wish to Adjust your AMO Communication Preferences ? Click Here





February 20, 2020

RE: Support for ministers to allow for electronic delegation

Please be advised that Township of Puslinch Council, at its meeting held on January 2, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

**Resolution No. 2020-012:** Moved by Councillor Bulmer and Seconded by Councillor Goyda

That Council send a letter of support in principle with respect to the Township of Greater Madawaska's Council resolution to allow for electronic delegations to the Provincial Ministers.

**CARRIED** 

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Yours very truly, Courtenay Hoytfox Development and Legislative Coordinator



#### Council Resolution Form

Date:

18 Nov 2019

No:

Resolution No.261-19

Moved By:

Councillor Rigelhof Seconded by

Councillor MacPherson

Disposition:

CARRIED.

Item No:

9.11.1

Description: Support for ministers to allow for electronic delegation

#### **RESOLUTION:**

WHEREAS Council has discussed lobbying the provincial ministers to allow for electronic delegation;

AND WHEREAS Council feel that it is unjust to have to attend expensive conferences to be able to have a delegation with Ministers or the Premier;

AND THEREFORE, Council requests that the Ministers and the Premier offer electronic delegations to small and rural Municipalities that do not have sufficient budget to attend conferences;

FURTHERMORE, that this resolution be sent to all Ontario Municipalities to request their support and sent to the Premier and all the Ministries for their consideration.

Recorded Vote Re	equested by	<i>.</i> :
••••	Yea	 Nay
B. Hunt		
L. Perrier		
C. Rigelhof		
J. Frost G. MacPherson		

No.	SIO	-
	MAYOR	 

Declaration of Pecuniary Interest:

Disclosed his/her/their interest/

Disclosed his/her/their interest(s), vacated he/her/their seat(s), abstained from discussion and did not vote



## **County of Frontenac**

2069 Battersea Rd. Glenburnie, ON KOH 1SO

> T: 613.548.9400 F: 613.548.8460 frontenaccounty.ca

21 February, 2020

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

Dear Premier Ford:

Re: Frontenac County Council Meeting – February 19, 2020 – Motions, Notice of

Which has Been Given – Resolution of Support for Conservation

**Authorities** 

Please be advised that the Council of the County of Frontenac, at its regular meeting held February 19, 2020, passed the following resolution, being Motions, Notice of Which has Been Given, clause b):

# Motions, Notice of Which has Been Given

# b) Resolution of Support for Conservation Authorities

Motion #: 41-20

Moved By:

Councillor Revill

Seconded By:

Deputy Warden Vandewal

**Whereas** the County of Frontenac has been well served by Quinte Conservation, Cataraqui Conservation, Rideau Valley Conservation and Mississippi Valley Conservation Authorities;

**And Whereas** we value the efforts of the conservation authorities to monitor floods, to manage Source Water Protection and to ensure the integrity of the watersheds within our County and conserve our natural environment;

**And Whereas** the province of Ontario is currently reviewing the mandate and operations of conservation authorities;

And Whereas conservation authorities provide essential services to municipalities in their watersheds;

**And Whereas** smaller municipalities do not have the capacity or the financial resources to employ staff with the technical expertise that conservation authorities provide;



Therefore Be It Resolved That the County of Frontenac encourages the province to continue to support the principle of planning on a watershed basis in the ongoing review and prioritize the allocation of adequate funding to support the core mandate of conservation authorities;

And Further That the provincial government will maintain and not diminish the core mandate of conservation authorities:

And Further That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks, the Honourable John Yakabuski, Minister of Natural Resources and Forestry, Conservation Ontario, the Association of Municipalities of Ontario and all Ontario municipalities.

Carried

I trust you will find this in order; however should you have any questions or concerns, please do not hesitate to contact me at 613-548-9400, ext. 302 or via email at <a href="mailto:jamini@frontenaccounty.ca">jamini@frontenaccounty.ca</a>.

Yours Truly,

Jannette Amini, Dipl.M.M., M.A. CMO Manager of Legislative Services/Clerk

Copy: File



# THE CORPORATION OF THE TOWN OF KINGSVILLE

### **BY-LAW 89-2019**

# 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** a housekeeping amendment to the Kingsville Zoning By-law has been undertaken to make a number of updates and revisions to the regulations specific to greenhouse development;

**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 OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

- 1. That Subsection 4.16 Greenhouse Facilities is deleted and replaced with the following:
  - 4.16 Greenhouse Facility Regulations and Definitions

The following definitions apply to greenhouse facilities in the Corporation and are provided for clarification purposes during site plan approval:

Buffering and/or Separation may include the use of fencing, Provincial or Federal separation standards, berming or screening

Landscaped Open Space shall consist of a combination of grass, trees, shrubs, flowers and other features as illustrated in an approved site plan.

Outdoor Amenity Space is considered any green space capable of accommodating recreational space for items such as sports fields, walking paths or picnic areas.

Sensitive Land Use, for the purpose of greenhouse development and supplementary to Section 3.10.28, means any non-accessory or off-site residential use, natural heritage feature, as defined in Provincial Policy Statement, institutional use, park land or active recreational facilities.

The following regulations apply to greenhouse facilities in the Corporation:

- a) Landscaping Buffer/Separation 5 m, minimum wide abutting the lot line of a sensitive land use.
- b) Bicycle Racks shall be provided for all housed on-site workers and locate to the rear of the housing facility or appropriately screened from view.
- c) Main Driveway Access 10 m, minimum from an abutting sensitive land use, secondary access locations shall be determined in consultation with the Town and County.

- d) Loading Area 100 m, minimum from the nearest residential dwelling, subject to screening and noise and light abatement during site plan approval.
- 2. That Subsection 5.16 Loading Space Requirements is amended by adding item i) and j) as follows:
  - i) Notwithstanding item 5.16 a), b), and c) the minimum loading space requirement for a greenhouse is 1 space per 4 ha of growing area.
  - j) Notwithstanding item h) the location of loading spaces will be as shown on an approved site plan.
- 3. That Subsection 5.17 Parking Requirements is amended by deleting Greenhouse from Table 5 and replacing with the following:

## Greenhouse

- 1 parking space per 2 ha of growing area, plus
- 1 parking space per 30 sq. m of office space, plus
- 2 parking space per 30 sq. m of land and processing area, and
- 1 parking space per loading dock
- 4. That Subsection 7.1 b) is amended by replacing 'Seasonal worker housing' with 'Seasonal worker housing/bunkhouse'.
- 5. That Subsection 7.1 d) i) a) to f) is deleted and replaced with the following:

Notwithstanding any other provisions of the By-law to the contrary, the following provisions shall also apply to a greenhouse facility:

- a) Lot Frontage 60 m, minimum or as shown on an approved site plan demonstrating adequate setbacks and buffering from abutting sensitive lands uses but at no time less than 30 m.
- b) Front Yard Setback 20 m, minimum
- c) Interior Side Yard 3 m or equal to the height of the sidewall of the greenhouse, whichever is greater; when abutting a sensitive land use 15 m, minimum
- d) Rear Yard 5 m, minimum
- e) Lot Coverage 80%, maximum
- f) Landscaped Open Space 25%, minimum of the required front yard setback area
- 6. That Subsection 7.2 d) i) a) to f) is deleted and replaced with the following:

Notwithstanding any other provisions of the By-law to the contrary, the following provisions shall also apply to a greenhouse facility:

- g) Lot Frontage 60 m, minimum or as shown on an approved site plan demonstrating adequate setbacks and buffering from abutting sensitive lands uses but at no time less than 30 m.
- h) Front Yard Setback 20 m, minimum
- i) Interior Side Yard 3 m or equal to the height of the sidewall of the greenhouse, whichever is greater; when abutting a sensitive land use 15 m, minimum
- j) Rear Yard 5 m, minimum
- k) Lot Coverage 80%, maximum
- I) Landscaped Open Space 25%, minimum of the required front yard setback area.

7. That Subsection 7.2 d) ii) is deleted and replaced with the following:

A single detached dwelling or secondary dwelling unit accessory to a permitted use is prohibited on lands zoned 'Agriculture – Restricted (A2)'

8. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  $9^{\text{th}}$  DAY OF MARCH, 2020.

MAYOR, Nelson Santos
CLERK, Jennifer Astrologo

# THE CORPORATION OF THE TOWN OF KINGSVILLE

# **BY-LAW 16-2020**

Being a by-law to provide for the Repair, Improvement and Extension and subsequent maintenance schedules for the Branch of the Smith Newman Drain in the Town of Kingsville, in the County of Essex

**WHEREAS** the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 4 of the *Drainage Act* for the repair, improvement and extension of the Branch of the Smith Newman Drain;

**AND WHEREAS** the report dated October 7, 2019 has been authored by Dennis R. McCready, P. Eng. and the attached report forms part of this bylaw:

**AND WHEREAS** \$150,000.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

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

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

### 1. AUTHORIZATION

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

## 2. BORROWING

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$150,000.00 being the amount necessary for the completion of the drainage works.

# 3. DEBENTURES

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

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

## 4. PAYMENT

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

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$150,000.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be evided upon the whole rateable property in the Town of Kingsville in each year for 2 (two) or 5 (five)

- years (as determined by the Director of Financial Services or designate) after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.
- 3) All assessments of \$250.00 or less are payable in the first year in which the assessments are imposed.

# 5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS

# SCHEDULE A-1 SCHEDULE OF ASSESSMENT FOR CONSTRUCTION

# BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

A) MUNI	CIPAL LANDS											
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT		`	ECTION 23) OUTLET LIABILITY	AS	TOTAL SESSMENT		
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$	1,056.00	\$	1,056.00		
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$	311.00	\$	311.00		
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$	1,835.00	\$	1,835.00		
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	2,322.00	\$	1,866.00	\$	4,188.00		
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$	21.00	\$	21.00		
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	10.570	Town of Kingsville	\$	7,511.00	\$	4,927.00	\$	12,438.00		
	Total affected Lands (Hectares) 21.413 12.611											
	Total Ass	nds	\$	9,833.00	\$	10,016.00	\$	19,849.00				

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-0	GRANTABLE)					
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	ECTION 22) VALUE OF BENEFIT	Į ,	ECTION 23) OUTLET LIABILITY	AS	TOTAL SESSMENT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ -	\$	1,306.00	\$	1,306.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ _	\$	287.00	\$	287.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$	369.00	\$	369.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$	389.00	\$	389.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$	1,216.00	\$	1,216.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$	747.00	\$	747.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$	756.00	\$	756.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$	831.00	\$	831.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$	369.00	\$	369.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ 53,463.00	\$	12,142.00	\$	65,605.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$	2,047.00	\$	2,047.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$	751.00	\$	751.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$	857.00	\$	857.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ 379.00	\$	305.00	\$	684.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ 144.00	\$	117.00	\$	261.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ 59.00	\$	48.00	\$	107.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ 126.00	\$	50.00	\$	176.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ 289.00	\$	116.00	\$	405.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	DS (NON-C	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	١	ECTION 22) /ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$	289.00	\$ 116.00	\$ 405.00
37	590-04120	12M-392	Lot 17	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
38	590-04121	12M-392	Lot 18	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
39	590-04122	12M-392	Lot 19	0.089	0.089		\$	276.00	\$ 111.00	\$ 387.00
40	590-04123	12M-392	Lot 20	0.088	0.088		\$	274.00	\$ 109.00	\$ 383.00
41	590-04124	12M-392	Lot 21	0.068	0.068		\$	106.00	\$ 85.00	\$ 191.00
42	590-04125	12M-392	Lot 22	0.068	0.068		\$	106.00	\$ 85.00	\$ 191.00
43	590-04126	12M-392	Lot 23	0.069	0.069		\$	106.00	\$ 86.00	\$ 192.00
44	590-04127	12M-392	Lot 24	0.069	0.069		\$	106.00	\$ 86.00	\$ 192.00
45	590-04128	12M-392	Lot 25	0.082	0.082		\$	126.00	\$ 102.00	\$ 228.00
46	590-04129	12M-392	Lot 26	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
47	590-04130	12M-392	Lot 27	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
48	590-04131	12M-392	Lot 28	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
49	590-04132	12M-392	Lot 29	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
50	590-04133	12M-392	Lot 30	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
51	590-04134	12M-392	Lot 31	0.091	0.091		\$	142.00	\$ 113.00	\$ 255.00
52	590-04135	12M-392	Lot 32	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
53	590-04136	12M-392	Lot 33	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
54	590-04137	12M-392	Lot 34	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
55	590-04138	12M-392	Lot 35	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
56	590-04139	12M-392	Lot 36	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
57	590-04140	12M-392	Lot 37	0.092	0.092		\$	142.00	\$ 114.00	\$ 256.00
58	590-04141	12M-392	Lot 38	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
59	590-04142	12M-392	Lot 39	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
60	590-04143	12M-392	Lot 40	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
61	590-04144	12M-392	Lot 40	0.093	0.093		\$	144.00	\$ 116.00	\$ 260.00
62	590-04144	12M-392		0.093	0.093		\$			
63	590-04145	12M-392	Lot 42 Lot 43	0.093	0.093		\$	144.00 49.00	\$ 116.00 \$ 39.00	\$ 260.00 \$ 88.00
64	590-04150	12M-392		0.031	0.232			359.00		\$ 503.00
			Lot 44				\$			
65	590-04155	12M-392	Lot 45	0.368	0.368		\$	570.00	\$ 229.00	\$ 799.00
66	590-04165	12M-392	Lot 46	0.078	0.078		\$	243.00	\$ 97.00	\$ 340.00
67	590-05901	M158	Lot 17	0.127	0.127		\$	-	\$ 237.00	\$ 237.00
68	590-05902	M158	Lot 16	0.085	0.085		\$	-	\$ 159.00	
69	590-05903	M158	Lot 15	0.088	0.088		\$	-	\$ 164.00	\$ 164.00
70	590-05904	M158	Lot 14	0.086	0.086		\$	-	\$ 160.00	\$ 160.00
71	590-05905	M158	Lot 13	0.128	0.128		\$	-	\$ 239.00	\$ 239.00
72	590-05934	M158	Lot 1	0.079	0.079		\$	-	\$ 147.00	\$ 147.00
73	590-05935	M158	Lot 2	0.071	0.071		\$	-	\$ 132.00	\$ 132.00
74	590-05936	M158	Lot 3	0.071	0.071		\$	-	\$ 132.00	\$ 132.00
75	590-05937	M158	Lot 4	0.080	0.080		\$	-	\$ 149.00	\$ 149.00
76	590-05938	M158	Lot 5	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
77	590-05939	M158	Lot 6	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
78	590-05940	M158	Lot 7	0.082	0.082		\$	-	\$ 153.00	\$ 153.00
79	590-05941	M158	Lot 8	0.089	0.089		\$	-	\$ 166.00	\$ 166.00
80	590-05942	M158	Lot 9	0.083	0.083		\$	-	\$ 155.00	
81	590-05943	M158	Lot 10	0.083	0.083		\$	-	\$ 155.00	
82	590-05944	M158	Lot 11	0.083	0.083		\$	-	\$ 155.00	\$ 155.00
83	590-05945	M173	Lot 12	0.083	0.083		\$	-	\$ 155.00	\$ 155.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	IRAL LAN	IDS (NON-C	GRANTABLE)					
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	٠v	ECTION 22) ALUE OF BENEFIT	Ì	ECTION 23) OUTLET LIABILITY	TOTAL SESSMENT
84	590-05946	M173	Lot 12	0.097	0.097		\$	_	\$	181.00	\$ 181.00
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$	181.00	\$ 181.00
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$	183.00	\$ 183.00
87	590-05949	M173	Lot 15	0.098	0.098		\$	_	\$	183.00	\$ 183.00
88	590-05950	M173	Lot 16	0.098	0.098		\$	_	\$	183.00	\$ 183.00
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$	183.00	\$ 183.00
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$	183.00	\$ 183.00
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$	177.00	\$ 177.00
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$	177.00	\$ 177.00
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$	155.00	\$ 155.00
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$	142.00	\$ 142.00
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$	170.00	\$ 170.00
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$	200.00	\$ 200.00
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$	168.00	\$ 168.00
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$	144.00	\$ 144.00
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$	136.00	\$ 136.00
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$	125.00	\$ 125.00
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$	157.00	\$ 157.00
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$	188.00	\$ 188.00
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$	188.00	\$ 188.00
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$	164.00	\$ 164.00
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$	164.00	\$ 164.00
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	493.00	\$	396.00	\$ 889.00
	•	Total affect	ted Lands (Hectares)	16.533	16.533						
		Total As	sessment on Privatel	y Owned No	n-Agricultural	Lands (Non-Grantable)	\$	63,718.00	\$	34,324.00	\$ 98,042.00

C) PRIV	PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)													
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	\ \ \	(SECTION 22) VALUE OF BENEFIT				TOTAL SSESSMENT		
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.47		\$	4.508.00	\$	6.537.00	\$	11.045.00		
108	.		Pt Lot 269	9.837	5.049		\$	3,587.00	\$ 1,035.00			4,622.00		
109	590-06600	NTR	Pt Lot 269	9.720	2.440		\$	1,734.00	\$	500.00	\$	2,234.00		
		Total affect	ted Lands (Hectares)	37.027	24.959		l							
		Tota	al Assessment on Pri	vately Owne	d Agricultural	Lands (Grantable)	\$	9,829.00	\$	8,072.00	\$	17,901.00		

D) PRIV	ATELY OW	NED - A	GRICULTURAL	LANDS (N	ION-GRAN	TABLE)						
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT		`	ECTION 23) OUTLET LIABILITY	AS	TOTAL SESSMENT
110	590-06000	NTR	Pt Lot 269	0.278	0.060		\$	-	\$	112.00	\$	112.00
111	590-06102	NTR	Pt Lot 269	1.849	1.792		\$	1,910.00	\$	1,058.00	\$	2,968.00
112	590-06103	NTR	Pt Lot 269	1.822	1.702		\$	1,814.00	\$	899.00	\$	2,713.00
113	590-06104	NTR	Pt Lot 269	1.858	1.738		\$	1,852.00	\$	810.00	\$	2,662.00
114	590-06105	NTR	Pt Lot 269	1.885	1.821		\$	1,941.00	\$	736.00	\$	2,677.00
115	590-06106	NTR	Pt Lot 269	2.291	2.138		\$	2,278.00	\$	731.00	\$	3,009.00
116	590-06200	NTR	Pt Lot 269	0.276	0.060		\$	-	\$	67.00	\$	67.00
		Total affect	ted Lands (Hectares)	10.259	9.311							
		Total	Assessment on Priva	tely Owned	Agricultural La	ands (Non-Grantable)	\$	9,795.00	\$	4,413.00	\$	14,208.00

TOTAL LANDS AFFECTED (Ha)	
A) MUNICIPAL LANDS	12.611
B) Non-Agricultural Lands	16.533
C) Agricultural Lands (Grantable)	24.959
D) Agricultural Lands (Non-grantable)	9.311
Total Lands Affected:	63.414

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

# SCHEDULE A-2 SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE

# BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	`v	ECTION 22) /ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL SSESSMENT
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$ 103.00	\$ 103.00
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$ 28.00	\$ 28.00
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$ 165.00	\$ 165.00
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	510.00	\$ 168.00	\$ 678.00
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$ 2.00	\$ 2.00
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	10.570	Town of Kingsville	\$	707.00	\$ 442.00	\$ 1,149.00
	Total affected Lands (Hectares)	21.413	12.611		•			
	Total Ass	nds	\$	1,217.00	\$ 908.00	\$ 2,125.00		

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSME	NT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ -	\$ 117.00	\$ 117	7.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ -	\$ 26.00	\$ 26	6.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$ 33.00	\$ 33	3.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$ 35.00	\$ 35	5.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$ 77.00	\$ 77	7.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$ 48.00	\$ 48	3.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$ 48.00	\$ 48	3.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$ 53.00	\$ 53	3.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$ 23.00	\$ 23	3.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ 1,528.00	\$ 836.00	\$ 2,364	1.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$ 130.00	\$ 130	0.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$ 48.00	\$ 48	3.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$ 55.00	\$ 55	5.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ 51.00	\$ 27.00	\$ 78	3.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ 20.00	\$ 11.00	\$ 31	1.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ 8.00	\$ 4.00	\$ 12	2.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ 9.00	\$ 5.00	\$ 14	1.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ 19.00	\$ 10.00	\$ 29	9.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-C	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	VA	TION 22) LUE OF ENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
37	590-04120	12M-392	Lot 17	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.00
38	590-04121	12M-392	Lot 18	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.00
39	590-04122	12M-392	Lot 19	0.089	0.089		\$	19.00	\$ 10.00	\$ 29.00
40	590-04123	12M-392	Lot 20	0.088	0.088		\$	18.00	\$ 10.00	\$ 28.00
41	590-04124	12M-392	Lot 21	0.068	0.068		\$	14.00	\$ 8.00	\$ 22.00
42	590-04125	12M-392	Lot 22	0.068	0.068		\$	14.00	\$ 8.00	\$ 22.00
43	590-04126	12M-392	Lot 23	0.069	0.069		\$	14.00	\$ 8.00	\$ 22.00
44	590-04127	12M-392	Lot 24	0.069	0.069		\$	14.00	\$ 8.00	\$ 22.00
45	590-04128	12M-392	Lot 25	0.082	0.082		\$	17.00	\$ 9.00	\$ 26.00
46	590-04129	12M-392	Lot 26	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.00
47	590-04130	12M-392	Lot 27	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.00
48	590-04131	12M-392	Lot 28	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.00
49	590-04132	12M-392	Lot 29	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.00
50	590-04133	12M-392	Lot 30	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.00
51	590-04134	12M-392	Lot 31	0.091	0.091		\$	19.00	\$ 10.00	\$ 29.00
52	590-04135	12M-392	Lot 32	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
53	590-04136	12M-392	Lot 33	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
54	590-04137	12M-392	Lot 34	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
55	590-04138	12M-392	Lot 35	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
56	590-04139	12M-392	Lot 36	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
57	590-04140	12M-392	Lot 37	0.092	0.092		\$	19.00	\$ 10.00	\$ 29.00
58	590-04141	12M-392	Lot 38	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
59	590-04142	12M-392	Lot 39	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
60	590-04143	12M-392	Lot 40	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
61	590-04144	12M-392	Lot 40	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
62	590-04145	12M-392	Lot 42	0.093	0.093		\$	19.00	\$ 10.00	\$ 29.00
63	590-04148	12M-392	Lot 43	0.093	0.093		\$	6.00	\$ 3.00	\$ 9.00
64	590-04150	12M-392	Lot 44	0.031	0.232		\$	24.00	\$ 13.00	\$ 37.00
65	590-04155			0.232	0.368		\$	38.00		\$ 59.00
66	590-04165	12M-392	Lot 45	0.308	0.308		\$	16.00		\$ 25.00
67	590-04105	12M-392 M158	Lot 46 Lot 17	0.078	0.078		\$	10.00	\$ 9.00 \$ 21.00	\$ 21.00
	590-05901				0.127			-	\$ 14.00	
68	590-05902	M158	Lot 16	0.085			\$	-		
69		M158	Lot 15	0.088	0.088		\$	-	\$ 15.00	
70	590-05904	M158	Lot 14	0.086	0.086		\$	-	\$ 14.00	
71	590-05905	M158	Lot 13	0.128	0.128		\$	-	\$ 21.00	
72	590-05934	M158	Lot 1	0.079	0.079		\$	-	\$ 13.00	
73	590-05935	M158	Lot 2	0.071	0.071		\$	-	\$ 12.00	
74	590-05936	M158	Lot 3	0.071	0.071		\$	-	\$ 12.00	
75	590-05937	M158	Lot 4	0.080	0.080		\$	-	\$ 13.00	
76	590-05938	M158	Lot 5	0.082	0.082		\$	-	\$ 14.00	
77	590-05939	M158	Lot 6	0.082	0.082		\$	-	\$ 14.00	
78	590-05940	M158	Lot 7	0.082	0.082		\$	-	\$ 14.00	
79	590-05941	M158	Lot 8	0.089	0.089		\$	-	\$ 15.00	
80	590-05942	M158	Lot 9	0.083	0.083		\$	-	\$ 14.00	\$ 14.00
81	590-05943	M158	Lot 10	0.083	0.083		\$	-	\$ 14.00	\$ 14.00
82	590-05944	M158	Lot 11	0.083	0.083		\$	-	\$ 14.00	
83	590-05945	M173	Lot 12	0.083	0.083		\$	-	\$ 14.00	\$ 14.00

PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	ON-AGRICULTU LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	·ν	CTION 22) ALUE OF BENEFIT	` (	CTION 23) OUTLET IABILITY	TOTAL ASSESSME	NT
84	590-05946	M173	Lot 12	0.097	0.097		\$	-	\$	16.00	\$ 16	6.00
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$	16.00	\$ 16	6.00
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
87	590-05949	M173	Lot 15	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
88	590-05950	M173	Lot 16	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$	16.00	\$ 16	6.00
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$	16.00	\$ 16	6.00
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$	16.00	\$ 16	6.00
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$	14.00	\$ 14	.00
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$	13.00	\$ 13	3.00
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$	15.00	\$ 15	5.00
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$	18.00	\$ 18	3.00
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$	15.00	\$ 15	5.00
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$	13.00	\$ 13	3.00
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$	12.00	\$ 12	2.00
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$	11.00	\$ 11	.00
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$	14.00	\$ 14	.00
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$	17.00	\$ 17	.00
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$	17.00	\$ 17	.00
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$	15.00	\$ 15	5.00
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$	15.00	\$ 15	5.00
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	66.00	\$	36.00	\$ 102	.00
	•	Total affect	ted Lands (Hectares)	16.533	16.533							
		Total As	sessment on Private	y Owned No	n-Agricultural	Lands (Non-Grantable)	\$	2,484.00	\$	2,620.00	\$ 5,104	.00

C) PRIV	) PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)											
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	`v	ECTION 22) ALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT		
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.47		6	297.00	\$ 537.00	\$ 834.00		
107	590-03000	NTR	Pt Lot 269	9.837	5.049		φ e	333.00		,		
							Ď.			•		
109	590-06600	NTR	Pt Lot 269	9.720	2.440		\$	161.00	\$ 45.00	\$ 206.00		
	Total affected Lands (Hectares) 37.027 24.959											
		Tota	al Assessment on Pri	vately Owne	d Agricultural	Lands (Grantable)	\$	791.00	\$ 675.00	\$ 1,466.00		

D) PRIV	) PRIVATELY OWNED - AGRICULTURAL LANDS (NON-GRANTABLE)												
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	٠,	SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT			
110	590-06000	NTR	Pt Lot 269	0.278	0.060		\$	-	\$ 10.00	\$ 10.00			
111	590-06102	NTR	Pt Lot 269	1.849	1.792		\$	177.00	\$ 95.00	\$ 272.00			
112	590-06103	NTR	Pt Lot 269	1.822	1.702		\$	168.00	\$ 81.00	\$ 249.00			
113	590-06104	NTR	Pt Lot 269	1.858	1.738		\$	172.00	\$ 73.00	\$ 245.00			
114	590-06105	NTR	Pt Lot 269	1.885	1.821		\$	180.00	\$ 66.00	\$ 246.00			
115	590-06106	NTR	Pt Lot 269	2.291	2.138		\$	211.00	\$ 66.00	\$ 277.00			
116	590-06200	NTR	Pt Lot 269	0.276	0.060		\$	-	\$ 6.00	\$ 6.00			
	Total affected Lands (Hectares) 10.259 9.311												
	Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)								\$ 397.00	\$ 1,305.00			

TOTAL ASSESSMENT FOR SCHEDULE A-2 (SECTIONS A,B,C & D)	s	5.400.00	\$	4.600.00	s	10,000.00
1.0	Ψ	3,400.00	Ψ	7,000.00	Ψ	10,000.00

TOTAL LANDS AFFECTED (Ha)	
A) MUNICIPAL LANDS	12.611
B) Non-Agricultural Lands	16.533
C) Agricultural Lands (Grantable)	24.959
D) Agricultural Lands (Non-grantable)	9.311
Total Lands Affected:	63.414

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

# SCHEDULE A-3 SCHEDULE OF ASSESSMENT FOR FUTURE CULVERT MAINTENANCE

# BRANCH OF THE SMITH NEWMAN DRAIN TOWN OF KINGSVILLE

A) MUNI	) MUNICIPAL LANDS											
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	` s	CTION 24) PECIAL ENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT				
1	Whitewood Avenue	-	0.340	Town of Kingsville	\$	-	\$ 70.00	\$ 70.00				
2	Greenwood Avenue	-	0.100	Town of Kingsville	\$	-	\$ 21.00	\$ 21.00				
3	Redwood Avenue	-	0.590	Town of Kingsville	\$	-	\$ 124.00	\$ 124.00				
4	Future Roads	-	1.000	Pratt Fitch & Jones Ltd	\$	-	\$ 126.00	\$ 126.00				
5	Roll No. 590-05991, RP M158, Lots 268 & 269	0.011	0.011	Town of Kingsville	\$	-	\$ 1.00	\$ 1.00				
6	Roll No. 590-06101, Con NTR, Lots 268 & 269	21.402	0.270	Town of Kingsville	\$	2,500.00	\$ 11.00	\$ 2,511.00				
	Total affected Lands (Hectares) 21.413 2.311											
	Total Assessment on Municipal Lands \$ 2,500.00 \$ 350							\$ 2,853.00				

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-0	GRANTABLE)			
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 24) SPECIAL BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
7	590-02800	NTR	Pt Lot 269 RP	1.299	1.299		\$ -	\$ 88.00	\$ 88.00
8	590-02850	NTR	Pt Lot 269 RP	0.154	0.154		\$ -	\$ 19.00	\$ 19.00
9	590-02900	NTR	Pt Lot 269 RP	0.198	0.198		\$ -	\$ 25.00	\$ 25.00
10	590-03002	NTR	Pt Lot 269 RP	0.218	0.218		\$ -	\$ 26.00	\$ 26.00
11	590-03100	NTR	Pt Lot 269 RP	0.364	0.364		\$ -	\$ 35.00	\$ 35.00
12	590-03101	NTR	Pt Lot 269 RP	0.170	0.170		\$ -	\$ 21.00	\$ 21.00
13	590-03200	NTR	Pt Lot 269	0.172	0.172		\$ -	\$ 22.00	\$ 22.00
14	590-03301	NTR	Pt Lot 269 RP	0.189	0.189		\$ -	\$ 24.00	\$ 24.00
15	590-03400	NTR	Pt Lot 269 RP	0.084	0.084		\$ -	\$ 11.00	\$ 11.00
16	590-03451	NTR	Pt Lot 269 RP	4.144	4.144		\$ -	\$ 349.00	\$ 349.00
17	590-03500	NTR	Pt Lot 269	0.769	0.769		\$ -	\$ 59.00	\$ 59.00
18	590-03600	NTR	Pt Lot 269	0.171	0.171		\$ -	\$ 22.00	\$ 22.00
19	590-03700	NTR	Pt Lot 269	0.195	0.195		\$ -	\$ 25.00	\$ 25.00
20	590-04103	NTR	Pt Lot 269 RP	0.245	0.245		\$ -	\$ 28.00	\$ 28.00
21	590-04104	12M-392	Lot 1	0.094	0.094		\$ -	\$ 12.00	\$ 12.00
22	590-04105	12M-392	Lot 2	0.077	0.077		\$ -	\$ 10.00	\$ 10.00
23	590-04106	12M-392	Lot 3	0.081	0.081		\$ -	\$ 10.00	\$ 10.00
24	590-04107	12M-392	Lot 4	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
25	590-04108	12M-392	Lot 5	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
26	590-04109	12M-392	Lot 6	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
27	590-04110	12M-392	Lot 7	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
28	590-04111	12M-392	Lot 8	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
29	590-04112	12M-392	Lot 9	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
30	590-04113	12M-392	Lot 10	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
31	590-04114	12M-392	Lot 11	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
32	590-04115	12M-392	Lot 12	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
33	590-04116	12M-392	Lot 13	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
34	590-04117	12M-392	Lot 14	0.093	0.093		\$ -	\$ 12.00	\$ 12.00
35	590-04118	12M-392	Lot 15	0.093	0.093		\$ -	\$ 12.00	\$ 12.00

B) PRIV	ATELY OW	NED - N	ON-AGRICULTU	JRAL LAN	IDS (NON-0	GRANTABLE)				
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION SPECIA BENEF	٩L	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT
36	590-04119	12M-392	Lot 16	0.093	0.093		\$	_	\$ 12.00	\$ 12.00
37	590-04120	12M-392	Lot 17	0.089	0.089		\$	_	\$ 11.00	\$ 11.00
38	590-04121	12M-392	Lot 18	0.089	0.089		\$	-	\$ 11.00	\$ 11.00
39	590-04122	12M-392	Lot 19	0.089	0.089		\$	_	\$ 11.00	\$ 11.00
40	590-04123	12M-392	Lot 20	0.088	0.088		\$	_	\$ 11.00	\$ 11.00
41	590-04124	12M-392	Lot 21	0.068	0.068		\$	_	\$ 9.00	\$ 9.00
42	590-04125	12M-392	Lot 22	0.068	0.068		\$	_	\$ 9.00	\$ 9.00
43	590-04126	12M-392	Lot 23	0.069	0.069		\$	_	\$ 9.00	\$ 9.00
44	590-04127	12M-392	Lot 24	0.069	0.069		\$	_	\$ 9.00	\$ 9.00
45	590-04128	12M-392	Lot 25	0.082	0.082		\$	_	\$ 10.00	\$ 10.00
46	590-04129	12M-392	Lot 26	0.091	0.091		\$	_	\$ 12.00	\$ 12.00
47	590-04130	12M-392	Lot 27	0.091	0.091		\$	_	\$ 12.00	\$ 12.00
48	590-04131	12M-392	Lot 28	0.091	0.091		\$	_	\$ 12.00	\$ 12.00
49	590-04132	12M-392	Lot 29	0.091	0.091		\$		\$ 12.00	\$ 12.00
50	590-04133	12M-392	Lot 30	0.091	0.091		\$	-	\$ 12.00	\$ 12.00
51	590-04134	12M-392	Lot 31	0.091	0.091		\$		\$ 12.00	\$ 12.00
52	590-04135	12M-392	Lot 32	0.091	0.091		\$	-	\$ 12.00	\$ 12.00
53	590-04136	12M-392			0.092			-		
	590-04137		Lot 33	0.092			\$		\$ 12.00	
54		12M-392	Lot 34	0.092	0.092		\$	-	\$ 12.00	\$ 12.00
55	590-04138	12M-392	Lot 35	0.092	0.092		\$	-	\$ 12.00	\$ 12.00
56	590-04139	12M-392	Lot 36	0.092	0.092		\$	-	\$ 12.00	\$ 12.00
57	590-04140	12M-392	Lot 37	0.092	0.092		\$	-	\$ 12.00	\$ 12.00
58	590-04141	12M-392	Lot 38	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
59	590-04142	12M-392	Lot 39	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
60	590-04143	12M-392	Lot 40	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
61	590-04144	12M-392	Lot 41	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
62	590-04145	12M-392	Lot 42	0.093	0.093		\$	-	\$ 12.00	\$ 12.00
63	590-04148	12M-392	Lot 43	0.031	0.031		\$	-	\$ 4.00	\$ 4.00
64	590-04150	12M-392	Lot 44	0.232	0.232		\$	-	\$ 27.00	\$ 27.00
65	590-04155	12M-392	Lot 45	0.368	0.368		\$	-	\$ 35.00	\$ 35.00
66	590-04165	12M-392	Lot 46	0.078	0.078		\$	-	\$ 10.00	\$ 10.00
67	590-05901	M158	Lot 17	0.127	0.127		\$	-	\$ 16.00	\$ 16.00
68	590-05902	M158	Lot 16	0.085	0.085		\$	-	\$ 11.00	
69	590-05903	M158	Lot 15	0.088	0.088		\$	-	\$ 11.00	
70	590-05904	M158	Lot 14	0.086	0.086		\$	-	\$ 11.00	\$ 11.00
71	590-05905	M158	Lot 13	0.128	0.128		\$	-	\$ 16.00	\$ 16.00
72	590-05934	M158	Lot 1	0.079	0.079		\$	-	\$ 10.00	\$ 10.00
73	590-05935	M158	Lot 2	0.071	0.071		\$	-	\$ 9.00	\$ 9.00
74	590-05936	M158	Lot 3	0.071	0.071		\$	-	\$ 9.00	\$ 9.00
75	590-05937	M158	Lot 4	0.080	0.080		\$	-	\$ 10.00	\$ 10.00
76	590-05938	M158	Lot 5	0.082	0.082		\$	-	\$ 10.00	\$ 10.00
77	590-05939	M158	Lot 6	0.082	0.082		\$	-	\$ 10.00	\$ 10.00
78	590-05940	M158	Lot 7	0.082	0.082		\$	-	\$ 10.00	\$ 10.00
79	590-05941	M158	Lot 8	0.089	0.089		\$	-	\$ 11.00	\$ 11.00
80	590-05942	M158	Lot 9	0.083	0.083		\$	-	\$ 10.00	\$ 10.00
81	590-05943	M158	Lot 10	0.083	0.083		\$	-	\$ 10.00	\$ 10.00
82	590-05944	M158	Lot 11	0.083	0.083		\$	-	\$ 10.00	\$ 10.00
83	590-05945	M173	Lot 12	0.083	0.083		\$	-	\$ 10.00	\$ 10.00

B) PRIV	B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS (NON-GRANTABLE)												
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	) s	CTION 24) PECIAL BENEFIT	,	ECTION 23) OUTLET LIABILITY	TOTA ASSESSM		
84	590-05946	M173	Lot 12	0.097	0.097		\$	-	\$	12.00	\$	12.00	
85	590-05947	M173	Lot 13	0.097	0.097		\$	-	\$	12.00	\$	12.00	
86	590-05948	M173	Lot 14	0.098	0.098		\$	-	\$	12.00	\$	12.00	
87	590-05949	M173	Lot 15	0.098	0.098		\$	-	\$	12.00	\$	12.00	
88	590-05950	M173	Lot 16	0.098	0.098		\$	-	\$	12.00	\$	12.00	
89	590-05951	M173	Lot 17	0.098	0.098		\$	-	\$	12.00	\$	12.00	
90	590-05952	M173	Lot 18	0.098	0.098		\$	-	\$	12.00	\$	12.00	
91	590-05953	M173	Lot 19	0.095	0.095		\$	-	\$	12.00	\$	12.00	
92	590-05954	M173	Lot 20	0.095	0.095		\$	-	\$	12.00	\$	12.00	
93	590-05955	M173	Lot 21	0.083	0.083		\$	-	\$	10.00	\$	10.00	
94	590-05961	M173	Lot 22	0.076	0.076		\$	-	\$	10.00	\$	10.00	
95	590-05962	M173	Lot 23	0.091	0.091		\$	-	\$	12.00	\$	12.00	
96	590-05963	M173	Lot 24	0.107	0.107		\$	-	\$	14.00	\$	14.00	
97	590-05964	M173	Lot 25	0.090	0.090		\$	-	\$	11.00	\$	11.00	
98	590-05965	M173	Lot 26	0.077	0.077		\$	-	\$	10.00	\$	10.00	
99	590-05966	M173	Lot 7	0.073	0.073		\$	-	\$	9.00	\$	9.00	
100	590-05967	M173	Lot 8	0.067	0.067		\$	-	\$	8.00	\$	8.00	
101	590-05968	M173	Lot 9	0.084	0.084		\$	-	\$	11.00	\$	11.00	
102	590-05969	M173	Lot 10	0.101	0.101		\$	-	\$	13.00	\$	13.00	
103	590-05970	M173	Lot 11	0.101	0.101		\$	-	\$	13.00	\$	13.00	
104	590-05971	M173	Lot 6	0.088	0.088		\$	-	\$	11.00	\$	11.00	
105	590-05972	M173	Lot 5	0.088	0.088		\$	-	\$	11.00	\$	11.00	
106	590-06002	NTR	Pt Lot 269	0.318	0.318		\$	-	\$	32.00	\$	32.00	
		Total affect	ted Lands (Hectares)	16.616	16.616								
		Total As	sessment on Privatel	y Owned No	n-Agricultural	Lands (Non-Grantable)	\$	-	\$	1,779.00	\$ 1,7	779.00	

C) PRIV	) PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)											
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 24) SPECIAL BENEFIT	(SECTION 23) OUTLET LIABILITY	TOTAL ASSESSMENT			
107	590-03000	NTR	Pt Lot 269 RP	17.47	17.470		\$ -	\$ 368.00	\$ 368.00			
	Total affected Lands (Hectares) 17.470 17.470											
	Total Assessment on Privately Owned Agricultural Lands (Grantable) \$ - \$ 368.00 \$ 368.00											

TOTAL ASSESSMENT FOR SCHEDULE A-3 (SECTIONS A, B & C)	\$	2,500.00	\$	2,500.00	\$	5,000.00
---	----	----------	----	----------	----	----------

TOTAL LANDS AFFECTED (Ha)						
A) MUNICIPAL LANDS	2.311					
B) Non-Agricultural Lands	16.616					
C) Agricultural Lands (Grantable)	17.470					
Total Lands Affected:	36.397					

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

6	CIT	ΓΑΤ	IO	N
D.	C I		10	v

This by-law comes into force on the passing thereof and may be cited as the "Repair, Improvement and Extension of the Branch of the Smith Newman Drain" by-law.

READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED THIS  $9^{\text{th}}$  DAY OF MARCH, 2020.

	MAYOR, Nelson Santos
	CLERK, Jennifer Astrologo
READ A THIRD TIME AND FINALLY 2020.	PASSED ON THIS DAY OF
	MAYOR, Nelson Santos
	CLERK, Jennifer Astrologo

# THE CORPORATION OF THE TOWN OF KINGSVILLE BY-LAW 19-2020

Being a by-law to amend By-law 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 structure 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 an this By-law is deemed to be in conformity with the Town of Kingsville Official Plan:

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

- Schedule "A", Map 7 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as Part of Lot 269, Concession North Talbot Road and further described as Lots 1 to 42 and Blocks 43 to 48 Plan 12M 392 and Parts 1 to 7, Registered Plan 12R 14958 as 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 effect from the date of passing by Council and shall come into force in accordance with Section 36 of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF MARCH, 2020.

MAYOR, Nelson Santos	MAYOR, Nelson Santos

# Schedule A



LOTS 1 to 42, BLOCK 43 to 48,

PLAN 12M 392 PTS. 1 TO 7, RP 12R 14958 0 40 80 160 240 320

ZBA/02/2020



Schedule "A", Map 7 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 24-2020

## Being a by-law to impose fees and charges by The Corporation of the Town of Kingsville

**WHEREAS** section 391 of the *Municipal Act, 2001*, S.O. c. 25 (the "Act") authorizes a municipality to pass by-laws imposing fees or charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

and the costs included in a fee or charge may include costs incurred by a municipality related to administration, enforcement and the establishment, acquisition and replacement of capital assets.

**AND WHEREAS** subsection 398(1) of the Act provides that such fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality.

**AND WHEREAS** subsection 398(2) of the Act provides that the treasurer of a municipality may add fees and charges imposed by the municipality to the tax roll for any property for which all of the owners are responsible for paying the fees and charges and collect them in the same manner as municipal taxes.

**AND WHEREAS** subsection 69(1) of the *Planning Act*, R.S.O. 1990 c. P.13 provides that the council of a municipality, by by-law may establish fees for the processing of applications made in respect of planning matters (the "Application"), which fees shall be designed to meet only the anticipated cost to the municipality in respect of the processing the Application.

**AND WHEREAS** the Town deems it advisable to repeal By-law 28-2019 on the effective date of this by-law.

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

#### **Definitions**

1. In this By-law, the following words shall have the corresponding meaning:

"Indemnity Deposit" means a fee or charge paid to the Town to meet all or a portion of the cost and expenses of remediating or repairing any damage to Town property or infrastructure, including, but not limited to roads, sidewalks, curbing or paved boulevards, water or sewage works, caused as a result of the use of such property or infrastructure or as a result of the carrying on of construction or demolition or other works on adjacent property.

"Rental Deposit" means the fee or charge paid to the Town as partial payment toward the rental of Town owned facilities.

"Security Deposit" means a fee or charge paid to the Town to guarantee the due performance of certain obligations owing to the Town that the Town may draw upon in the event that such obligations are not performed in order to complete all outstanding works or matters and pay the costs and expenses incurred.

#### Fees and Charges

2. Subject to section 12 of this By-law, the fee or charges as provided for in Schedule "A" attached hereto and forming part of this By-law shall be imposed and charged for the services, activities and use of property as indicated in said Schedule "A".

#### **Rental Deposit**

- 3. A rental deposit of 50% of the entire rental amount shall be paid to the Town at the time of booking either Lakeside Park Pavilion or Grovedale Arts & Culture Centre. The balance of the rental amount shall be payable in accordance with the Town's policies and procedures, as may be amended from time to time. For clarity, the Town will honour the rental rates in effect when the deposit is received.
- 4. The rental deposit shall be forfeited in the event that the rental is cancelled within thirty (30) days of the scheduled event date.

#### **Indemnity Deposits**

- 5. Indemnity Deposits as provided for in Schedule "B" attached hereto and forming part of this By-law shall be imposed and charged as indicated in said Schedule "B".
- 6. Following the use of the property or infrastructure or the completion of the construction or demolition in respect of which an Indemnity Deposit has been paid and, upon request of the person who paid the Indemnity Deposit to the Town, the Indemnity Deposit, less any costs and expenses of remediating or repairing any damage to Town property or infrastructure, shall be refunded by the Town.

## **Security Deposits**

- 7. Security Deposits as provided for in Schedule "C" attached hereto and forming part of this By-law shall be imposed and charged as indicated in said Schedule "C".
- 8. Upon the performance of all obligations owing to the Town for which a Security Deposit has been paid and, upon request of the person who paid the Security Deposit to the Town, the Security Deposit, less any costs and expenses of completing any works or matters not performed, shall be refunded by the Town.

## **Unclaimed Deposits**

9. Where an Indemnity Deposit and/or a Security Deposit has been paid to the Town and remains unclaimed for a period of seven years, the Treasurer of the Town may transfer to the general funds of the Town, any such Indemnity Deposit and/or Security Deposit against which no claim has been made, free of and from any and all claims whatsoever.

### Reduced Fee or No Fee

- 10. Those persons and organizations identified in Column III of Schedule "D" attached hereto and forming part of this By-law shall be subject to the corresponding reduced fee or no fee identified in Column II for the use of those facilities identified in Column I.
- 11. Subject to availability, organizations under Column III are permitted two (2) free non-prime time rentals of Lakeside Park Pavilion each calendar year. Weekend rentals for these groups will be permitted, subject to availability, at a reduced rate of \$300.00 per day, with or without alcohol.

- 12. Column III organizations are not permitted to transfer entitlements under Schedule "D" to any other group, organization, entity or individual and such bookings must be used by the organization for a purpose benefiting the organization or the community at large.
- 13. Organizations under contract for use of sports fields or ice time shall have access to meeting rooms at no cost, subject to availability and managerial approval. These groups will be expected to set up and take down tables and chairs as required.

#### Repeal

- 14. By-law 28-2019 is hereby repealed effective March 31, 2020.
- 15. This by-law shall come into force on April 1, 2020.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  $9^{\text{th}}$  DAY OF MARCH, 2020.

IV	IAYOR, Nelson Santos

# SCHEDULE A

# FEES AND CHARGES

ADMINISTRATIVE SERVICES		
911 Sign and Post (with or without building)	\$60.00	
Accounts Receivable (accounts outstanding after 60 days following	1.25%	per month
invoice date)	1.2570	permonui
Administration fee		
<ul><li>misdirected payment</li><li>adding outstanding charges to tax roll</li></ul>	\$25.00	
- arrangements for weed cutting		
Advertising Hosting Fee	\$50.00	
By-law Appeal – Filing Fee	\$100.00	per appeal
Certified Copies of Municipal Documents	\$15.00	per document
Code of Conduct Complaint (refundable on recommendation of	\$100.00	
Integrity Commissioner)		
Council Meeting Recording (including USB)	\$20.00	per meeting
DVD/CD/USB (any copied document or documents)	\$10.00	
Election Sign Removal Fireworks Permit	\$20.00 \$100.00	per sign
NSF cheque	\$25.00	
·	Ψ23.00	
Map (Town)	\$30.00	
- PLUS -	\$3.00	per square foot
Marriage Solemnization	· -	
- during business hours	\$250.00	
- after business hours	\$350.00	
	<u> </u>	
PLUS - travel from and return to municipal office	\$0.59	per kilometer
Merchandise and Apparel	Cost + 15%	
MYKingsville website advertising space	\$85.00	per month
Notice of Registration of Death (Form 17)	\$10.00	
Noise Permit	\$50.00	
Non-Objection Letter (AGCO)	\$25.00	
Over the Road Banner	\$50.00	
Photocopies	<b>#0.50</b>	
- on-site - off-site	\$0.50	per copy
	Cost	
Portable Signs	ФО <u>Г</u> ОО	
- permit	\$65.00	
- removal	\$75.00	per hour
- storage	\$20.00	per day
- variance	\$65.00	
Property Information Report (PIR)	<b>#</b> 400.00	
- Standard (10 business days)	\$100.00	
- within 5 days, excluding holidays	\$200.00	
Property Report (for information not included in the PIR)	\$50.00	per department
Property File Document Retrieval		
- picked up at Town office	\$7.50	
- delivered by mail or email	\$10.00	
Refund Charge	\$25.00	
Request for Fence Viewers	\$750.00	
Severance – property roll creation	\$100.00	
Severance – property ron creation	φ100.00	
Signing of Document as a Commissioner for Taking Affidavits	\$15.00	up to 3 documents, seniors exempt
Signing of Document as a Notary Public	\$50.00	up to 3 documents
Statement of Death (Form 15)	\$15.00	
Statement of Account	Ţ.5.50	
- picked up at Town office	\$7.50	seniors exempt
· · · · · ·	\$10.00	oomora evembr
- delivered by mail or email  Tax Certificate (includes outstanding water)	\$75.00	ner property
rax Dertinoate (includes outstanding water)	φ/ 3.00	per property

- within two business days	\$150.00	per property
Tax Notice – Duplicate		
- picked up at Town office	\$7.50	seniors exempt
delivered by mail or email	\$10.00	
Tax Registration	cost	
Tax Sale Tender Package	\$10.00	
Town Flag	cost	
Utility Account Set Up	\$25.00	
- PLUS SECURITY DEPOSIT (Tenant Accounts)		
Water Notice – Duplicate		
- picked up at Town office	\$7.50	seniors exempt
- delivered by mail or email	\$10.00	

LICENSES		
Charitable Gaming		
Bingo	3%	of prize
Media Bingo	3%	of prize
Break Open (Nevada) Tickets	3%	
Raffle	3%	of prize
Bazaar		
- Raffle & Bingo	3%	of prize
- Wheel of Fortune	\$10	
Hunting		
Pheasant		
- resident	\$12.50	
- non-resident	\$18.00	
Rabbit		
- resident	\$10.00	
- non-resident	\$10.00	
Marriage	\$125.00	
Refreshment Vehicle		
- first vehicle	\$250.00	
- second vehicle	\$125.00	
Taxi / Limousine / Vehicle for Hire		
Vehicle		
- new	\$300.00	
- renewal	\$100.00	per year payable on or before January 1
Driver	\$25.00	per year payable on or before January 1

ANIMAL CONTROL	
Dog License	
- January 1 to March 31	\$20.00
- April 1 to December 31	\$40.00
- PLUS – By-law Enforcement Officer attendance	\$15.00
Kennel License (includes one dog license)	\$110.00
Dog Impound Fees	
- First reclaiming fee	\$50.00
- Second reclaiming fee	\$75.00
- Third and subsequent reclaiming fee	\$125.00

FIRE SERVICES		
ACGO Letters (for liquor related premises and events)	\$100.00	
Inspection Order with violations re-inspection	\$100.00	
Non-resident Motor Vehicle Accident or Fire Attendance	as set by MTO	
Non Emergency Alarm Activation	on not by MTO	
(following third alarm within 6 months)	as set by MTO	
Occurrence Report Normal	\$40.00	
Occurrence Report with Full Investigation	\$100.00	
Fire Safety Request for Training Services	\$100.00	Per session (up to 2 hrs)
Fire Training provided to other Fire Departments	Cost	
Prohibited Open Burn	as set by MTO	
- PLUS - heavy equipment	cost	
- foam	cost	
Response to Utility Strike (if responsible party failed to properly locate)	as set by MTO	
Inspection (from PIR report)	\$100.00	
Propane Review / Documentation		
- Level I	\$80.00	
- Level II	\$80.00	
- PLUS - legal or engineering review	Cost	
Technical Rescue Team Services	Cost	

Note: All fees for Police Services include HST where applicable		
Criminal Records Check	\$25.00	
Duplicate Copy of Criminal Record Check Certificate	\$5.00	
Criminal Record Check (Volunteer)	No Charge	
Finger Prints	\$26.50	
Traffic Reports	\$42.25	
Incident Reports	\$42.25	
Statements	\$42.25	
Technical Traffic Collision Reports	\$565.00	
Reconstruction Report	\$1,130.00	
Paid Duty – Administrative	\$68.50	
Paid Duty – Hourly Vehicle Usage Fee	\$28.25	

CEMETERY SER	VICES					
GRAVE INTERMENT RIGHTS			CARE AND MAINTENANCE		TOTAL PRICE	
Greenhill Cemetery - Adult or Child (standard 3'4" X \$600.08')		\$600.00		\$400.00		\$1,000.00
Greenhill Cemeter - Cremation	ry	\$300.00		\$200.00		\$500.00
Greenhill Cemeter - Infant (standard	12" X 24")	\$150.00		\$150.00		\$300.00
All Other Active C - Adult or Child (st	tandard 3'4" X 8')	\$450.00		\$300.00		\$750.00
All Other Active C - Cremation		\$150.00		\$100.00		\$250.00
INTE	RMENT (includes of	pening/closing grave, I	ower		grass	<u> </u>
	Dates and Tin	nes		Adult or Child Grave	С	Infant Grave or remated Remains
March 16 –	Weekdays 10:00	a.m. to 3:30 p.m.		\$725.00		\$300.00
December 14	Saturdays 10:00 a	a.m. to 2:00 p.m.		<del>\$</del> 885.00		<del>\$4</del> 25.00
December 15 –	Weekdays 10:00 a	a.m. to 3:30 p.m.		\$775.00		\$350.00
March 15 Saturdays 10:00 a.m. to 2:00 p.m.			<del>\$</del> 935.00	<del>\$</del> 475.00		
(in accordanc	MAXIMUM FOR ASSISTE (in accordance with O. Reg. 184/12 made under the Fune				ion Se	ervices Act, 2002)
Interment Rights a	and Interment – Adu	ult or Child Grave				\$1,300.00
-	and Interment – Cre					\$500.00
		ceipt from Irregular Buri				\$650.00
DISINTERMENT (includes opening/closing grave, lo		, low		e, gras		
	Dates and Tin			Adult or Child Grave	С	Infant Grave or remated Remains
March 16 –	Weekdays 10:00 a	a.m. to 3:30 p.m.		\$1,500.00		\$300.00
December 14	Saturdays 10:00 a	a.m. to 2:00 p.m.		\$1,870.00		\$400.00
December 15 –	Weekdays 10:00 a	a.m. to 3:30 p.m.		\$1,615.00		\$350.00
March 15	Saturdays 10:00 a	a.m. to 2:00 p.m.		\$1,985.00		\$450.00
	MARKEI	R / MONUMENT CARE	ANI	D MAINTENANCE		
Flat	Less than 173 squ	uare inches				\$0.00
ı iat	At least 173 squar	re inches				\$50.00
Upright  4 feet or less in height and 4 feet or less in lebase  More than 4 feet in either height or length, inc		n length, including		\$100.00		
		-		\$200.00		
OTHER SERVICES						
Transfer Of Interment Rights		\$40.00				
Marker Locating	Marker Locating		\$25.00			
Marker Inspection			\$25.00			
Tent Rental (Marc	h 16 to December	14 only)	\$100.00			)
License (HST exempt)		as set by Ministry of Consumer Services				

Note: Interment services outside the above listed dates and times will be performed at cost.

Please contact the Public Works Manager for more information.

Note: All fees for Recreation Services include HST where applicable.

Rental of Grovedale Arts & Culture Centre and Lakeside Park Pavilion requires a deposit of 50% at time of booking. This amount will be forfeited if the rental is cancelled within 30 days of the schedule event.

Carnegie		
- 2 hours or less	\$ 56.50	
- Full Day	\$ 200.00	
Grovedale Arts & Culture Centre	<b>4</b> 200.00	
- private event with alcohol	\$2,000.00	per day
PLUS INDEMNITY DEPOSIT	-	•
<ul> <li>private event without alcohol</li> </ul>	\$500.00	per day
<ul> <li>instructional</li> </ul>	\$75.00	per hour
Lakeside Park Pavilion		
<ul> <li>private event with alcohol</li> </ul>	\$900.00	per day
<ul> <li>PLUS INDEMNITY DEPOSIT</li> </ul>		
<ul> <li>private event without alcohol</li> </ul>	\$300.00	per day
- instructional	\$50.00	per hour
Kingsville Recreational Complex	·	•
Ice Time		
- Adult – prime	\$194.00	per hour
<u> </u>	\$158.00	
- Adult - non-prime (weekdays before 5:00 p.m.)		
- Minor Sports – prime	\$179.00	per hour
<ul> <li>Minor Sports - non-prime (weekdays before 5:00</li> </ul>	\$150.00	per hour
p.m.)	·	·
<ul> <li>Public Skating – general</li> </ul>	\$3.50	per person
<ul> <li>Public Skating – general – family</li> </ul>	\$9.00	per family
- Parent & Tot / Home School / Adult Skate	\$2.50	per person
- Shinny Hockey / Club	\$5.50	per person
Arena Floor	\$55.00	per hour
711011011	\$300.00	per day
Auditorium A	Ψ000.00	per day
		nor dov
- private event with alcohol	\$450.00	per day
PLUS INDEMNITY DEPOSIT	<b>**</b>	
private event without alcohol	\$200.00	per day
private event without alcohol	\$120.00	
<ul> <li>instructional</li> </ul>	\$30.00	per hour
Auditorium B, C or D		
- private event with alcohol (B, C or D)	\$190.00	per day, per room
<ul> <li>PLUS INDEMNITY DEPOSIT</li> </ul>	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,
- private event without alcohol (B, C or D)	\$100.00	per day, per room
- instructional		per hour
Ball Diamond Pavilion	ψ30.00	per noui
	£475.00	
- evening with alcohol	\$175.00	
- day with alcohol	\$250.00	
Baseball		
- Diamond – without lights	\$40.00	per game (up to 2 hrs)
<ul> <li>Diamond – with lights</li> </ul>	\$55.00	per game (up to 2 hrs)
- Diamond – minor sports	\$13.00	per child, per season
- Diamond - Tournament	\$100.00	per day, per diamond
Soccer	ψ.σσ.σσ	po: aay, po: a.aoa
- Field	\$30.00	per game (up to 2 hrs)
- Field – minor sports	\$13.00	
- Field – Tournament	\$75.00	per day, per field
Tennis Courts (Kingsville only)	1	
- access card	\$10.00	
- entry	\$6.00	per court
Marina		
- Seasonal Ramp Pass	\$130.00	per craft
- Senior Ramp Pass	\$100.00	per craft
- Dockage - Cedar Island	\$48.00	per foot
- Dockage – Docks 63 and 64	\$56.00	per foot
	φυσ.υυ	per root
- Transient Wells	<b>#</b> 0.00	nov foot
o Daily	\$2.00	•
o Monthly	\$15.00	per foot
- Ramp Pass		
<ul> <li>Daily</li> </ul>	\$12.00	per day
<ul> <li>Monthly</li> </ul>	\$50.00	per month
- Fuel	cost + \$0.30	per litre
Ridgeview Park	ΣΞΞΞΞ ΨΟΙΟΟ	
- hall and pavilion with alcohol	\$350.00	per day
'	φυυ.υυ	por day
	i	
	<b>#400.00</b>	nor dov
- hall and pavilion without alcohol - instructional	\$100.00 \$30.00	per day per hour

Unico Community Centre		
- private event with alcohol	\$390.00	per day
<ul> <li>PLUS INDEMNITY DEPOSIT</li> </ul>		
- private event without alcohol	\$180.00	per day
- private event without alcohol	\$90.00	4 hours
- instructional	\$30.00	per hour
Parking Lots		
- Unico Parking Lot	\$160.00	per day
- Carnegie Parking Lot	\$160.00	per day
<ul> <li>King Street Parking Lot</li> </ul>	\$160.00	per day
Advertising		
- Arena Walls	\$125.00	per year
- Illuminated sign	\$300.00	per year
- Ice surface boards	\$450.00	per year
- Ice surface	\$865.00	per year
- Marina display	\$58.00	per year
- Zamboni (\$1,100.00 per side)	\$2,200.00	per year
Programs		
- All Programs	Cost	
- Standard First Aid/Level C	\$120.00	
- Standard First Aid Renewal	\$75.00	

PLANNING SERVICES		
Note: Applicants will be eligible for a 25% refund if an application	n is withdrawn prior	to the
holding of any public open house or meeting.  Committee of Adjustment:		
Consent (1 new lot or lot addition)	\$1,050.00	
- PLUS ERCA	as set by	ERCA
Minor Variance	\$685.00	LINOA
- PLUS ERCA	as set by	ERCA
Joint Application (combined consent and minor variance)	\$1,475.00	2.1071
- PLUS ERCA		ERCA
- PLOS ERCA  Development Agreements:	as set by	ERCA
Minor Agreement (ie: consents)	\$500.00	
- PLUS EXTERNAL COSTS	ψ300.00	
- PLUS SECURITY DEPOSIT		
Major Agreement (ie: subdivisions)	\$1,000.00	
- PLUS EXTERNAL COSTS	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
- PLUS SECURITY DEPOSIT		
Development Agreement Amendment	\$500.00	
- PLUS EXTERNAL COSTS		
- PLUS SECURITY DEPOSIT		
Official Plan:		
Amendment	\$2,800.00	
- PLUS EXTERNAL COSTS		EDO A
- PLUS ERCA	as set by	ERCA
Joint Application (combined Official Plan Zoning By-law	\$3,800.00	
Amendments) - PLUS EXTERNAL COSTS		
- PLUS ERCA	as set by	ERCA
Parkland Dedication or Fees in Lieu:	as set by	LINGA
Tarkiana Bealoation of Feed in Lieu.		of appraise
Commercial or Industrial Land	2%	value of lar
Residential Land	\$1,500.00	Per new lo
Part Lot Control:		
Part Lot Control	\$1,650.00	
Part Lot Control Extension	\$1,050.00	
Plan of Condo/Subdivision:		
Plan of Condominium	\$3,300.00	
- PLUS EXTERNAL COSTS	ψ3,300.00	
- PLUS ERCA	as set by	ERCA
Plan of Subdivision	\$4,800.00	
- PLUS EXTERNAL COSTS		
- PLUS ERCA	as set by	ERCA
Recirculation of Application (after 3 months of inaction by	\$50.00	
applicant)		
Plan of Subdivision (Redline)	\$1,000.00	
- PLUS EXTERNAL COSTS	oo oot h	EDCA
- PLUS ERCA Site Plan Control:	as set by	ERCA
Site Plan Control: Site Plan Agreement	\$1,850.00	
- PLUS SECURITY DEPOSIT	φ1,000.00	
- PLUS ERCA	as set by	ERCA
Site Plan Agreement Amendment	\$1,150.00	LNOA
- PLUS SECURITY DEPOSIT	ψ1,100.00	
- PLUS ERCA	as set by	ERCA
Site Plan Agreement (Tower)	\$700.00	
- PLUS EXTERNAL COSTS	<b>4.33.30</b>	
<ul> <li>PLUS SECURITY DEPOSIT</li> </ul>		

Zoning By-law:		
Zoning By-law Amendments	\$2,400.00	
- PLUS EXTERNAL COSTS		
- PLUS ERCA	as set by	ERCA
Temporary Use	\$1,350.00	
- PLUS ERCA	as set by	ERCA
Temporary Use Extension	\$750.00	
- PLUS ERCA	as set by	ERCA
Removal of Holding (h)	\$650.00	
- PLUS ERCA	as set by	ERCA
Surplus Dwelling	\$2,100.00	
- PLUS ERCA	as set by	ERCA
Other Services:		
Renewable Energy Review and Approval	\$1,500.00	
PLUS EXTERNAL COSTS	ψ1,500.00	
Sidewalk Patio		
- PLUS USE OF PARKING SPACE	\$100.00	Per month /
- PLUS INDEMNITY DEPOSIT		space
Compliance Letter (Subdivision / Site Plan, Development	\$100.00	
Agreement)		
Documents:		
Comprehensive Zoning By-law (hard copy)	\$100.00	
Official Plan Amendment (hard copy)	\$100.00	

MUNICIDAL SEDVICES		
MUNICIPAL SERVICES  Encroachment / Entrance Permit	\$150.00	
- PLUS INDEMNITY DEPOSIT	φ150.00	
Encroachment Agreement		
- prepared / reviewed by Administration	\$500.00	
- prepared / reviewed by Administration - prepared / reviewed by external legal services	Cost	
Local Improvement Charges (full details can be obtained from	0031	
the Local Improvement Policy)		
The cost of the works shall be assessed upon benefitting		
properties based upon a maximum fixed rate per metre of		
assessable frontage as follows:		
Sanitary Sewers	\$165.00	per metre
Storm Sewers	\$125.00	per metre
Road Works (curb and gutter only)	\$65.00	per metre
Sewer Services Connections	Actual Cost	
Road Crossing Agreement	\$150.00	
- PLUS INDEMNITY DEPOSIT	•	
Road Use Agreement	\$1,500.00	
- PLUS INDEMNTIY DEPOSIT		
Temporary Culvert Installation Permit	\$100.00	
Solar Signs		
Blank Sign	\$40.00	
New Post and hardware, if required	\$15.00	
Installation by Public Works	\$25.00	
Weed Cutting (on hour minimum)	\$75.00	per hour
TRANSIT		
Note:		
If an attendant is required, only half of the fee is payable b	y the attendant.	
Erie Shores Transit:		
Kingsville, Leamington, Wheatley	\$5.00	one way
Essex, Harrow, Tilbury, Woodslee	\$10.00	one way
Amherstburg, Belle River, LaSalle, St. Clair Beach,	\$10.00	one way
Tecumseh, Windsor	φ10.00	Offe way
\//ATED		
WATER / SEWER SERVICES		
WATER / SEWER SERVICES	\$80.00 +	
	water	
Hydrant Hook Up	water consumptio	
	water consumption at current	
Hydrant Hook Up	water consumptio n at current rate	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)	water consumptio n at current rate \$335.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)  Turn On	water consumptio n at current rate \$335.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)  Turn On  - after Town business hours	water consumption at current rate \$335.00 \$40.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)  Turn On  - after Town business hours  Turn Off	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$40.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)  Turn On  - after Town business hours  Turn Off - after Town business hours	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$200.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)  Turn On  - after Town business hours  Turn Off  - after Town business hours  Frozen Meter Replacement	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$400.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$400.00 \$60.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)  Turn On  - after Town business hours  Turn Off  - after Town business hours  Frozen Meter Replacement  - after Town business hours  Frost Plate Repair  - after Town business hours	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$400.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)  Turn On  - after Town business hours  Turn Off  - after Town business hours  Frozen Meter Replacement  - after Town business hours  Frost Plate Repair  - after Town business hours  New Water Service Connection	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$40.00 \$200.00 \$200.00 \$400.00 \$260.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio)  Turn On  - after Town business hours  Turn Off  - after Town business hours  Frozen Meter Replacement  - after Town business hours  Frost Plate Repair  - after Town business hours  New Water Service Connection  - 3/4"	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$40.00 \$260.00 \$5,100.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1"	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$40.00 \$200.00 \$400.00 \$60.00 \$5,100.00 \$7,800.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$40.00 \$260.00 \$5,100.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$40.00 \$200.00 \$400.00 \$60.00 \$5,100.00 \$7,800.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger	water consumption n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$200.00 \$260.00 \$260.00 \$7,800.00 cost	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade	water consumptio n at current rate \$335.00 \$40.00 \$200.00 \$40.00 \$200.00 \$400.00 \$260.00 \$5,100.00 \$7,800.00 cost	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade change)	water consumption n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$200.00 \$260.00 \$260.00 \$7,800.00 cost	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade change)	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$200.00 \$260.00 \$5,100.00 \$7,800.00 cost \$65.00 \$85.00	
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$400.00 \$60.00 \$5,100.00 \$7,800.00 \$cost \$85.00 \$85.00	firet hour
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On  - after Town business hours  Turn Off  - after Town business hours  Frozen Meter Replacement  - after Town business hours  Frost Plate Repair  - after Town business hours  New Water Service Connection  - 3/4"  - 1"  - 2" or larger  Raising / Lowering Curb Box / Meter Pit (result of owner grade change)  Lowering of Clean Out (result of owner grade change)  Replace Clean Out Cap  Minicam investigation	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$40.00 \$260.00 \$5,100.00 \$7,800.00 \$25.00 \$85.00 \$85.00 \$75.00	first hour
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade change) Lowering of Clean Out (result of owner grade change)  Replace Clean Out Cap  Minicam investigation - PLUS -	water consumption n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$40.00 \$260.00 \$5,100.00 \$7,800.00 \$250.00 \$85.00 \$75.00 \$50.00	each subsequent hour
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade change)  Lowering of Clean Out (result of owner grade change)  Replace Clean Out Cap  Minicam investigation - PLUS - Steaming Frozen Private Water Services	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$400.00 \$260.00 \$5,100.00 \$7,800.00 \$7,800.00 \$85.00 \$75.00 \$50.00 \$100.00	each subsequent hour first hour
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade change)  Lowering of Clean Out (result of owner grade change)  Replace Clean Out Cap  Minicam investigation - PLUS -  Steaming Frozen Private Water Services - PLUS -	water consumption n at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$40.00 \$260.00 \$5,100.00 \$7,800.00 \$250.00 \$85.00 \$75.00 \$50.00	each subsequent hour
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade change)  Lowering of Clean Out (result of owner grade change)  Replace Clean Out Cap  Minicam investigation - PLUS -  Steaming Frozen Private Water Services after Town business	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$400.00 \$260.00 \$5,100.00 \$7,800.00 \$7,800.00 \$85.00 \$75.00 \$50.00 \$100.00	each subsequent hour first hour
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$400.00 \$260.00 \$5,100.00 \$7,800.00 \$250.00 \$85.00 \$75.00 \$50.00 \$100.00 \$75.00 \$500.00	each subsequent hour first hour each subsequent hour first hour
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On - after Town business hours Turn Off - after Town business hours Frozen Meter Replacement - after Town business hours Frost Plate Repair - after Town business hours New Water Service Connection - 3/4" - 1" - 2" or larger Raising / Lowering Curb Box / Meter Pit (result of owner grade change) Lowering of Clean Out (result of owner grade change)  Replace Clean Out Cap  Minicam investigation - PLUS - Steaming Frozen Private Water Services - PLUS - Steaming Frozen Private Water Services after Town business hours - PLUS -	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$200.00 \$40.00 \$260.00 \$5,100.00 \$7,800.00 \$75.00 \$50.00 \$100.00 \$75.00 \$500.00 \$175.00	each subsequent hour first hour each subsequent hour first hour each subsequent hour
Hydrant Hook Up  Water Meter (5/8" x 3/4" residential meter and MXU radio) Turn On	water consumption at current rate \$335.00 \$40.00 \$200.00 \$200.00 \$400.00 \$260.00 \$5,100.00 \$7,800.00 \$250.00 \$85.00 \$75.00 \$50.00 \$100.00 \$75.00 \$500.00	each subsequent hour first hour each subsequent hour first hour

#### NOTE: For the purposes of this Schedule:

- 1. except where otherwise noted, fees are exclusive of HST;
- 2. "cost" shall mean an amount equal to the cost to the Town of labour, vehicle(s), materials, supplies or services used or purchased for the purpose of the service or activity;
- 3. "instructional" refers to a program or service that is delivered by a 3<sup>rd</sup> party, but is available to the general public
- 4. "prime" shall mean all day Saturday and Sunday, and 5 pm-close Monday Friday
- 5. "senior" shall mean a person 65 years of age or older; and
- 6. "holidays" include the following days:

New Year's Day **Labour Day Family Day Thanksgiving Day Good Friday Remembrance Day** December 24 Easter Monday Victoria Day **Christmas Day** Canada Day **Boxing Day Civic Holiday** December 31

## **SCHEDULE B**

## **INDEMNITY DEPOSITS AND PENALTIES**

PARKS AND RECREATION SERVICES		
RENTALS		
Grovedale Arts and Culture Centre	\$500.00	
Lakeside Park Pavilion	\$500.00	
Kingsville Recreational Complex		
Auditorium	\$100.00	
Auditorium B, C or D	\$100.00	
Ridgeview Park	\$100.00	
Unico Community Centre	\$100.00	
Any hall rental with Alcohol	\$500.00	
MUNICIPAL SERVICES		
*Building Permit	\$2,000.00	
Standard Penalties for Damage to Municipal Services:		
- Curb Box Replacement / Repair	\$175.00	
- Meter Pit Bonnet Replacement	\$275.00	
- Full Meter Pit Replacement	\$1,000.00	
- Install Cleanout Cap	\$85.00	
- Curb Repair (patching only)	\$100.00	per hour
- Sidewalk Replacement	\$100	per sq. metre
- Curb Replacement	\$150	per metre
- Asphalt Replacement	Cost	
- All Other Repairs	Cost	
- Re-inspection Fee (after failing initial inspection)	\$75.00	
Encroachment / Entrance Permit	\$500.00	
Road Crossing Agreement	10%	of value of the works (\$500.00 minimum)
Road Use Agreement	100%	of value of the works

<sup>\*</sup>Indemnity deposit not applicable to building permits issued for the following: sheds, signs, decks, solar panels, and indoor plumbing

# **SCHEDULE C**

# **SECURITY DEPOSITS**

ADMINISTRATIVE SERVICES		
ADMINISTRATIVE SERVICES Election Signs		
Municipal / School Board candidates	\$140.00	
Provincial or Federal candidates	\$300.00	
Utility Account Set Up (Tenant Accounts):	φ300.00	
Residential		
	\$100.00	
- no sewage - with sewage	\$200.00	
Business	Ψ200.00	
- no sewage	\$150.00	
- with sewage	\$250.00	
PLANNING SERVICES	Ψ230.00	
APPLICATIONS		
Development Agreements:		
Performance	50%	value of the works
Maintenance	25%	value of the works
Delayed Performance	100%	value of the approved delayed works
- PLUS – maintenance		
Sidewalk Patio	\$500.00	
Site Plan Agreements:		
Minimal (obligation value less than \$10,000.00)	\$1,000.00	
Minor (new entrance, minor on-site construction, minor service connections)	\$5,000.00	
Major (new entrance, major internal services and connections, landscaping, additional studies, hard surfacing, lighting)	\$10,000.00	Minimum
Greenhouse Minor Addition (no new entrances, storm water facilities)	\$5,000.00	
Greenhouse New or Major Addition (entrances, storm water facilities, buffering, internal facilities, parking areas, fire safety, outdoor large central storage locations installation of rate of flow control device)	\$30,000.00	Minimum

## **SCHEDULE D**

# REDUCED OR NO FEE

PARKS AND RECREATION SERVICES			
FACILITY RENTALS – REDUCED FEE			
COLUMN I	COLUM	M II	COLUMN III
Lakeside Park Pavilion			
- anytime with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)	\$300.00	per day	<ul> <li>Delta Waterfowl</li> <li>Lion's Club (including auxiliaries)</li> <li>Neighbourhood Charitable Alliance</li> <li>Royal Canadian Legion (Including auxiliaries)</li> </ul>
Kingsville Recreational Complex Ice Time - Minor Sports - non-prime (weekdays before 5:00 pm)	50%	of standard rate	Elementary or Secondary Schools Recognized by the Ministry of Education
Unico Community Centre	\$100.00	Per month	Kingsville Friendly Club     Odd Fellows
Unico Community Centre	\$50.00	Per month	Lily Rebekah

	NTALS - NO FEE	001
COLUMN I	COLUMM II	COLUMN III
- with or without alcohol (refer to section 11 of By-law for restrictions) - PLUS INDEMNITY DEPOSIT (with alcohol only)  Kingsville Recreational Complex  Auditorium  - anytime with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)  Auditorium B, C or D  - anytime with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)	No Fee	<ul> <li>Business Improvement Area Board of Management</li> <li>Canadian Blood Services</li> <li>Cottam Cubs &amp; Scouts</li> <li>Cottam Rotary Club</li> <li>Discovery School-Based Childcare Program</li> <li>Gosfield North Sportsmen</li> <li>Horticultural Society</li> <li>Kingsville Cubs &amp; Scouts</li> </ul>
Ridgeview Park  - Hall and pavilion with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)  - hall with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)		<ul> <li>Kingsville Firefighters     Association</li> <li>Kingsville Essex Associated     Band</li> <li>Knights of Columbus</li> </ul>
Unico Community Centre - anytime with or without alcohol - PLUS INDEMNITY DEPOSIT (with alcohol only)		<ul> <li>(including auxiliaries)</li> <li>Optimist Club (including auxiliaries)</li> <li>Organizations under contract for use of Sports Fields or Ice Time</li> </ul>
Marina Seasonal Ramp Pass	No Fee	<ul> <li>Baldwin, Neil</li> <li>Balkwill, Gary</li> <li>Branch, Jim</li> <li>Clemente, Manual</li> <li>Hodgkins, Leslie</li> <li>Lacey, Eugene</li> <li>Mallott, Jim</li> <li>Miinch, Craig</li> <li>Pretli, Andy</li> <li>Woodall, N.</li> </ul>

<sup>\*</sup>See sections 11-12 for conditions.

#### **SCHEDULE "A"**

#### **BUILDING SERVICES CONSTRUCTION PERMITS NOTES:** Permits reviewed and/or issued and not paid for or picked up will be charged a fee of \$250.00 for Part 9 residential properties and \$750.00 for Part 3 commercial, industrial and agricultural properties. Municipal Services requires a \$2,000.00 Indemnity Deposit upon the issuance of all Building Permits in accordance with the Fees and Charges By-law (24-2020), save and except for permits issued for: sheds, signs, decks, solar panels, and indoor plumbing. Residential - new construction \$1.10 per square foot - PLUS - if submitted under Residential - Fast Track Policy: \$170.00 - detached house - semi-detached house, 2 unit townhouse or \$260.00 row house - 3 unit townhouse or row house \$340.00 - 4 unit townhouse or row house \$435.00 - 5 unit townhouse or row house \$500.00 per \$1,000.00 of \$12.00 - renovations value of construction \$0.55 - accessory buildings per square foot - finished basements \$0.55 per square foot - minimum fee \$175.00 Swimming pools \$175.00 - in ground and above ground Part 3 - Assembly / Residential / Commercial / Institutional & Industrial per \$1,000.00 of - value of construction up to \$1,000,000.00 \$12.00 value of construction per \$1,000.00 of - PLUS - value of construction thereafter \$1.25 value of construction - minimum fee \$175.00 Greenhouse \$0.04 per square foot - minimum fee \$500.00 Other Farm Structures \$0.50 per square foot - minimum fee \$175.00 Hot Water Storage Tanks \$350.00 **Temporary Structures** \$175.00 Wind Turbine With an Output of 1.5 Megawatts or More \$10,000.00 Construction Commenced Prior to Permit Being Issued Fee x 2 per \$1,000.00 of Other Permits (not specifically listed) \$12.00 value of construction - minimum fee \$175.00 Moving \$300.00 Signs \$200.00 **DEMOLITION PERMIT** Demolition \$0.25 per square foot - minimum fee \$175.00 CONDITIONAL PERMITS Fees as per Construction Permits CHANGE OF USE PERMIT WHERE NO PROPOSED CONSTRUCTION Change of Use \$175.00 **SEWAGE SYSTEM PERMIT** On Site Sewage - systems \$750.00 - repair \$300.00 TRANSFER PERMIT

\$175.00

Transfer

OTHER SERVICES		
Inspection re: AGCO Liquor License Application	\$175.00	
Conditional Permit Agreement	\$250.00	
- registration of Agreement on title	Cost	
Change of Use Field Review	\$175.00	
Defer/Revocation Letter	\$175.00	
Post Review Amendment		
Part 9 / Residential	\$275.00	
Part 3 / Commercial, Industrial, Greenhouse	\$750.00	
Re-inspection (inspection booked, but work not ready or completed; or no one on site)	\$75.00	
Sewer/Water Connection (additional costs apply to complete		
service):		
- Residential	\$175.00	
- Commercial/Industrial/Greenhouse	\$350.00	
Water Meter (5/8" x 3/4" residential meter and MXU radio)	\$335.00	

# THE CORPORATION OF THE TOWN OF KINGSVILLE

#### **BY-LAW 25-2020**

Being a By-law to Regulate Permits Issued Under the Building Code Act, Set Fees, and Establish a Code of Conduct for the Chief Building Official and Inspectors

**WHEREAS** section 7 of the *Building Code Act, 1992*, S.O. 1992, c. 23 (the "Act") authorizes the Council of a municipality to pass by-laws applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of the Act.

**AND WHEREAS** the authorization set out in section 7 of the Act includes the power to require the payment of fees on applications for and on the issuance of permits, requiring the payment of fees for maintenance inspections, and to set the amounts of such fees, the total amount of which must not exceed the anticipated reasonable costs to administer and enforce the Act.

**AND WHEREAS** section 391 of the *Municipal Act, 2001*, S.O. c. 25 authorizes a municipality to pass by-laws imposing fees or charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

and the costs included in a fee or charge may include costs incurred by a municipality related to administration, enforcement and the establishment, acquisition and replacement of capital assets.

**AND WHEREAS** subsection 398(2) of the *Municipal Act, 2001*, S.O. c. 25 provides that the treasurer of a municipality may add fees and charges imposed by the municipality, including such fees as authorized by the Act, to the tax roll for any property for which all of the owners are responsible for paying the fees and charges and collect them in the same manner as municipal taxes.

**AND WHEREAS** section 7.1(1) of the Act requires a municipality to establish and enforce a code of conduct for the Chief Building Official and inspectors appointed under the Act.

**AND WHEREAS** section 8 of the Act provides the authority to a Chief Building Official to revoke a permit in certain circumstances.

# NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

## **Definitions and Interpretation**

- 1. In this By-law:
  - a) "applicant" means a person who applies for a permit and includes any person authorized by an owner to apply for a permit on the owner's behalf;
  - b) "Code" means the regulations made under section 34 of the Act;
  - c) "Chief Building Official" means the person appointed as such by Council of the Town for the purposes of enforcement of the Act;

- d) "Council" means the Council of the Town;
- e) "Inspector" means those persons appointed as such by Council of the Town for the purposes of enforcement of the Act;
- f) "owner" means the registered owner of the property upon which the building is situate which is the subject of a permit or an application for a permit;
- g) "permit" means a permit issued pursuant to the Act;
- h) "person" means an individual, firm, corporation, association or partnership;
- i) "permit holder" means the person to whom a permit has been issued; and
- j) "Town" means The Corporation of the Town of Kingsville.
- 2. Any term not defined in this By-law shall have the same meaning ascribed to it in the Act or the Code.

#### **Application for Permit**

- 3. Every application for every permit shall:
  - contain sufficient information to enable the Chief Building
     Official to determine whether or not the work will conform with
     the Act, the Code and any other applicable law;
  - b) include a statement that the application does not contravene any applicable law and include supporting document in connection with the same;
  - c) be appropriately signed by the applicant;
  - d) if the owner is not the applicant, include an authorization to the applicant, in the form approved by the Chief Building Official, appropriately signed by the owner;
  - e) be accompanied by the required fee as set out in Schedule A attached hereto and forming part of this By-law;
  - f) be submitted to the Chief Building Official.

### <u>Permits</u>

4. The classes of permits and the additional information and documents required to be filed by the applicant and considered prior to the issuance of the corresponding permit shall be as follows:

CLASS OF PERMIT	INFORMATION AND DOCUMENTS REQUIRED
	(a) the prescribed application form entitled "Application for a Permit to Construct or Demolish";
Construction	(b) plans and specifications in accordance with sections 5 to 10 inclusive;
	(c) a detailed description of the work to be done and the existing and proposed use and occupancy of the building, or part thereof, for which the application for a permit is made;

<del>419</del>

CLASS OF PERMIT	INFORMATION AND DOCUMENTS REQUIRED
	(d) drawings and commitments as set out in Schedule C attached to and forming part of this By-law; and
	(e) Energy Efficiency Design Summary, as prescribed by the Code.
	(a) the prescribed application form entitled "Application for a Permit to Construct or Demolish";
	(b) plans and specifications in accordance with sections 5 to 10 inclusive;
	(c) a detailed description of the work to be done and the existing use and occupancy of the building, or part thereof, for which the application for a permit is made and the proposed use and occupancy of that part of the building, if any, that will remain upon completion of the demolition;
Demolition	(d) commitment to general review by engineer as required by the Code;
	(e) demolition control agreement, as required;
	(f) designated substance report and method of demolition report as required; and
	(g) confirmation that:
	(i) arrangements have been made with the proper authorities for the safe and complete disconnection of all existing water, sewer, gas, electric, telephone and other utilities; and
	(ii) that the owner and applicant will comply with the Town's Property Standards Bylaw upon the completion of demolition.
	(a) the prescribed application form entitled "Application for a Permit to Construct or Demolish";
	(b) plans and specifications in accordance with sections 5 to 10 inclusive; and
Conditional	(c) a written statement containing the following:
	<ul> <li>(i) the reasons why the applicant believes that unreasonable delays in construction would occur if a conditional permit is not granted;</li> </ul>
	(ii) information regarding the necessary approvals which must be obtained in respect of the proposed building and the

CLASS OF PERMIT	INFORMATION AND DOCUMENTS REQUIRED
	time in which such approvals will be obtained; and
	(iii) the time in which plans and specifications of the complete building will be filed with the Chief Building Official,
	all of which shall be incorporated into the agreement required pursuant to section 8(c) of the Act.
	(a) the application in the form approved by the Chief Building Official from time to time;
	(b) plans and specifications in accordance with sections 5 to 10 inclusive, including floor plans, details of walls, ceilings and roof assemblies, identifying required fire resistance ratings and load bearing capacities, and details of the existing sewage system if any;
Change of Use	(c) a description of the building in which the occupancy is to be changed, which description shall readily identify and locate the building;
	(d) a detailed description of the existing and proposed use and occupancy of the building, or part thereof, for which the application for a permit is made; and
	(e) drawings and commitments as set out in Schedule C.
	(a) the prescribed application form entitled "Application for a Permit to Construct or Demolish";
	(b) plans and specifications in accordance with sections 5 to 10 inclusive;
	(c) commitment to general review by architect and engineer where sewage system exceeds 10,00l/d;
Sewage System	(d) soils analysis;
	(e) site plan and cross section detail;
	(f) a site evaluation which shall include all of the following items, unless otherwise specified by the Chief Building Official:
	(i) the date the evaluation was done;
	(ii) the name, address, telephone number and signature of the person who prepared the evaluation;

CLASS OF PERMIT	INFORMATION AND DOCUMENTS REQUIRED
	(iii) a scaled map of the site including the following:
	<ul> <li>the legal description</li> <li>lot size</li> <li>property dimensions</li> <li>existing rights-of-way, easements or municipal/utility corridors</li> <li>the location of items listed in column 1 of Tables 8.2.1.5.A., 8.2.1.5.B. and 8.2.1.5.C. of the Code</li> <li>the location of the proposed sewage system</li> <li>the location of any unsuitable, disturbed or compacted areas</li> <li>proposed access routes for system maintenance</li> <li>depth to bedrock</li> <li>depth to zones of soil saturation</li> <li>soil properties, including soil permeability; and soil conditions, including the potential for flooding</li> </ul>
	(iv) a report completed by a geo-technical engineer verifying condition of soil
	(a) the application in the form approved by the Chief Building Official;
	(b) a written statement from the permit holder authorizing the transfer of the permit to the transferee;
	(c) proof of ownership of the property by the transferee;
	(d) confirmation that the work to be done and the existing and proposed use and occupancy of the building or part thereof, for which the application for the transfer of the permit is made, is the same as that identified in the application;
Transfer	<ul> <li>(e) the name, address, telephone number and facsimile number of the proposed architect, professional engineer or other designer, and his/her/their respective qualifications, where they are different from those identified in the application;</li> </ul>
	(f) written confirmation from the proposed architect, professional engineer or other designer that he/she/they have been retained to undertake general review of the construction or demolition where required under the Code; and
	(g) where the proposed transferee is a builder as defined in the <i>Ontario New Home Warranties Plan Act</i> , or any successor thereto, the proposed transferee's registration number.

## Plans and Specifications

- 5. Each application shall, unless otherwise specified by the Chief Building Official, be accompanied by two (2) complete sets of the plans and specifications submitted upon paper or other suitable and durable material or, if approved by the Chief Building Official, in electronic format, and shall contain text that is legible and drawings that are legible, complete, fully dimensioned and to scale.
- 6. Site plans shall be referenced to a current plan of survey and a copy of the survey shall accompany the site plan submission except where the Chief Building Official waives the requirement to do so.
- 7. On the completion of the foundation for a detached, semi-detached, triplex, fourplex or townhouse dwelling, but prior to a framing inspection, the Chief Building Official may require a survey prepared by an Ontario Land Surveyor to be submitted, which survey shall indicate the location and elevation of the top of the foundation wall.
- 8. Upon completion of the construction of a building, or part of a building, the Chief Building Official may require the submission of a set of plans of the building or part of a building, as constructed, together with a plan of survey prepared and certified by an Ontario Land Surveyor showing the location of the building along with finished grade elevations.
- 9. In the event of a material change to a plan or specification on the basis of which a permit has been issued, the applicant shall give notice in writing to the Chief Building Official together with the details of such change.
- 10. Plans and specifications provided in accordance with this By-law shall become the property of the Town and shall be retained by the Town in accordance with the relevant legislation and the Town's Records Retention By-law, as amended from time to time.

# **Alternative Solutions**

- 11. Where an applicant proposes using an alternative solution, the applicant shall provide, in addition to the prescribed documentation, a description of the proposed location(s) where the alternative solution is proposed to be used.
- 12. The Chief Building Official may accept or reject any alternative solution and may impose conditions or limitation on its use.
- 13. Alternative solutions which are accepted by the Chief Building Official shall be applicable only to the location proposed by the applicant and are not transferable to any other location.

## **Revoking Permits**

- 14. Prior to revoking a permit, the Chief Building Official shall give written notice of his or her intention to revoke the permit to the permit holder at the permit holder's address shown on the application or to such other address as the permit holder may provide to the Town for that purpose.
- 15. Notice under subsection 14 of this By-law shall be given either personally or by registered mail and where notice is by registered mail, it shall be deemed to have been given on the fifth day after the day of mailing.
- 16. A permit holder may request in writing that the Chief Building Official defer the revocation. Such request shall:
  - a) be received by the Chief Building Official within 30 days from the date of service of the notice given under subsection 14;

- b) contain reasons why the permit should not be revoked; and
- c) include the required fee as set out in Schedule A.
- 17. The Chief Building Official may, upon consideration of the request, defer the revocation of the permit and, in any event, shall provide notice in writing to the permit holder of his or her decision.
- 18. If no request for deferral is received by the Chief Building Official, the Chief Building Official may revoke the permit without further notice and dispose of all submitted plans, specifications, documents and other information which has been received in support of the application for a permit in accordance with the Records Retention By-law.

#### Fees

- 19. Fees shall be charged and paid as set out in Schedule A attached hereto and forming part of this By-law.
- 20. The calculation of fees shall be subject to the following:
  - building classifications and the square footage of buildings shall be determined by the Chief Building Official in accordance with the Code;
  - b) for a construction, demolition or conditional permit based on the value of the proposed work, the value of the proposed work shall mean the total cost of all work regulated by the permit including the cost of all material, labour, equipment, overhead and professional and related services as determined by the Chief Building Official;
  - c) for a construction, demolition permit or conditional permit based on floor area, floor area shall mean the total floor space of all storeys above grade (or below grade for an underground home) measured as the horizontal area within the outside surface of the exterior walls of the building;
  - d) for a change of use permit based on a floor area, floor area shall mean the total floor space of all storeys subject to the change of use; and
  - e) for a conditional permit, fees shall be paid based on the complete project.
- 21. Any permit applications withdrawn or cancelled by the applicant will be charged a fee of \$250.00 for Part 9 residential properties and \$750.00 for Part 3 commercial, industrial and agricultural properties.

# **Refund of Fees**

- 22. In the event that applicant disputes the value of the proposed work as determined by the Chief Building Official pursuant to subsection 20(b), the applicant shall:
  - a) pay the fee;
  - submit, together with the payment of the fee, a written notice of protest; and
  - c) within six (6) months of completion of the work, submit an audited statement of the actual costs of the work.

- 23. Where the actual costs of the work as indicated on the audited statement submitted pursuant to subsection 21(c) are less than the value of the proposed work as determined by the Chief Building Official, the Chief Building shall issue a refund for the difference between the fee paid and the fee calculated based upon the audited costs of the work.
- 24. Further, the Chief Building Official shall refund a fee paid in the following amounts and in the following circumstances:
  - a) 80% in the event the application has been filed, but is withdrawn, in writing, prior to the permit being issued.
  - b) 75% in the event the application has been filed, the permit issued and/or picked up, and no inspection has been requested within 6 months of the permit being issued. The refund amount shall not be less than \$250.00 for Part 9 properties and \$750.00 for Part 3 properties.

## **Additional Notice Requirements for Inspections**

- 25. When determined necessary by the Chief Building Official, the permit holder shall provide notice to the Chief Building Official of the following stages of construction:
  - a) commencement of construction;
  - b) substantial completion of site grading;
  - c) the completion and availability of drawings of the building as constructed; and/or
  - d) completion of a building for which an occupancy permit is required under Article 1.3.3.4 of the Code.
- 26. For greater clarity, except as authorized by the Code, prior to the occupancy or use of a building or part of a building or prior to permitting the occupancy or use of a building or part of a building, notice of the date of completion of the building or part must be given to the Chief Building Official.

#### **Code of Conduct**

- 27. The Code of Conduct as set out in Schedule B attached hereto and forming part of this By-law is hereby established.
- 28. The Chief Building Official and Inspectors shall be governed by the Code of Conduct.

#### **General**

- 29. The requirements as set out in this By-law are in addition to the requirements of the Act and the Code.
- 30. Should any section, subsection, clause or provision of this By-law be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law.
- 31. By-law 29-2019 is hereby repealed effective March 31, 2020
- 32. This by-law shall come into force on April 1, 2020.

# READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS $9^{\text{th}}$ DAY OF MARCH, 2020.

MAYOR, Nelson Santos
CLEDIC Jameifor Astrologo
CLERK, Jennifer Astrologo

# THE CORPORATION OF THE TOWN OF KINGSVILLE BY-LAW 26-2020

## Being a by-law to impose a Water Rate and Sewage Rates

**WHEREAS** pursuant to section 391 of the *Municipal Act, 2001*, S.O. 2001, c.25 (the "Act"), a municipality may pass by-laws imposing fees or charges on persons:

- a) for services or activities provided or done by or on behalf of it;
- b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- c) for the use of its property including property under its control,

and such fee or charge imposed for capital costs related to services or activities may be imposed on persons not receiving an immediate benefit from the services or activities but who will receive a benefit at some later point in time.

**AND WHEREAS** the costs included in a fee or charge may include costs incurred by the municipality related to administration, enforcement and the establishment, acquisition and replacement of capital assets.

**AND WHEREAS** section 394(2) of the Act provides that a fee or charge may be based on, be in respect of or be computed by reference to the location of the property, the physical characteristics of property, including buildings and structures on the property, or the zoning of property or other land use classification.

**AND WHERES** section 1 of the Act indicates that the definition of a "public utility" includes a system that is used to provide water and sewage for the public.

**AND WHEREAS** section 398 of the Act indicates that fees and charges for the supply of a public utility imposed by a municipality on a person constitute a debt of the person to the municipality and that such fees and charges may be added to the tax roll for the property in the municipality to which the public utility was supplied and be collected in the same manner as municipal taxes.

**AND WHEREAS** section 81of the Act provides that, in addition to recovering all fees and charges payable, a municipality may, on reasonable notice, shut off the supply of a public utility to land if fees or charges payable by the owners or occupants of the land for the supply of the public utility to the land are overdue.

**AND WHEREAS** Council of The Corporation of the Town of Kingsville deems it expedient to consolidate the provisions of the aforementioned by-laws, establish new Sewage Service Areas and impose a Water Rate and Sewage Rates.

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

## **Definitions**

- 1. "Capital Surcharge" refers to a fixed rate established to finance the replacement of water mains and other water system capital expenditures.
- 2. "Commercial" means property classified as such by the Municipal Property Assessment Corporation.
- 3. "Distribution Rate" refers to a volume based rate established to finance the operating and administrative costs associated with maintaining the Town's water distribution network.
- 4. "Foreign Worker Housing" means a building used for the residential housing of workers who work in the agriculture industry, including, but not limited to, work in a Greenhouse.
- 5. "Greenhouse" means any building or portion of a building producing Greenhouse Sewage which is discharged into the Sewage Works, either directly or through a secondary treatment process.
- 6. "Greenhouse Sewage" means Sewage resulting directly from the process of growing plants, including, but not limited to watering, fertilizing, cultivating and/or exhibiting plants, in a building with transparent or semi-transparent walls and/or roof, under controlled conditions.
- 7. "Industrial" means property classified as such by the Municipal Property Assessment Corporation.
- 8. "Multi-residential" means property classified as such by the Municipal Property Assessment Corporation.
- 9. "Residential" means property classified as such by the Municipal Property Assessment Corporation.
- "Residential Unit" means a self-contained set of rooms located in premises and contains kitchen and bathroom facilities that are intended for the use of the unit only.
- 11. "Sewage" means any liquid waste containing animal, vegetable or mineral or nutrient matter in solution or in suspension.
- 12. "Sewage Rate" means the fee and charge imposed for the purpose of raising funds to pay all or a portion of the capital costs of the Sewage Works or for the operation, repair and maintenance of the Sewage Works and any reserve fund for such purpose.
- 13. "Sewage Area 1 Rate" means the corresponding Sewage Rate for the identified property or building located in the area indicated in Schedule B attached to and forming part of this By-law and serviced by the "Cottam Facility".
- 14. "Sewage Area 2 Rate" means the corresponding Sewage Rate for the identified property or building located in the area indicated in Schedule B attached hereto and forming part of this By-law and serviced by the "Lakeshore West Facility".
- 15. "Sewage Area 3 Rate" means the corresponding Sewage Rate for the identified property or building located in the area indicated in Schedule B attached hereto and forming part of this By-law and serviced by the "Kingsville Facility".
- 16. "Sewage Works" means the collection, transmission, storage, treatment and disposal of Sewage and any systems or works required for the same.

- 17. "Water" means potable water.
- 18. "Water Rate" means the fee and charge imposed for the purpose of raising funds to pay for Water and all or a portion of the capital costs of the Water Works or for the operation, repair and maintenance of the Water Works and any reserve fund for such purpose.
- 19. "Water Works" means the provision and distribution of Water and any systems or works required for the same.
- 20. "Wholesale Rate" refers to a volume rate based on the rates established by Union Water Supply System for the supply of water.

### **Water Rate**

- 21. The Water Rates as set out in Schedule "A" attached hereto and forming part of this By-law is hereby imposed on those owners, occupants or tenants of property who benefit from or who may benefit from Water Works.
- 22. The Capital Surcharge as set out in Schedule "A" shall apply to every active water service connection located on a property. A water service connection is considered active if it is in use or expected to be in use at any point during the next 12 month period.
- 23. Municipally owned splash pads shall be exempt from the Distribution Rate outlined in Schedule A.

#### **Sewage Rates**

- 24. The Sewage Rates as set out in Schedule "C" attached hereto and forming part of this By-law are hereby imposed on those owners, occupants or tenants of the following:
  - a) a property or building that is connected to the Sewage Works, or
  - a property that is not connected to the Sewage Works, but has the facilities to produce Sewage and has frontage adjacent to any part of the Sewage Works.
- 25. For greater certainty:
  - a) In the Residential Area, in the event there are one or more Residential Units on the property or in the building, the Sewer Rate imposed shall be imposed for each Residential Unit;
  - b) The owner, occupant or tenant of the remainder of the property upon which a Greenhouse (or portion thereof) or Foreign Worker housing is located shall remain subject to the Sewage Rate applicable to that property.
- 26. The owners, occupants or tenants of property or that portion of a property as described in Schedule "D" are exempt from section 19 of this By-law.
- 27. The owners, occupants or tenants of properties described in Schedule "E" are exempt from section 19 of this By-law until such time as said property is connected to the Sewage Works.
- 28. Funds raised from Sewage Rates shall be allocated as follows:
  - a) 25% Capital Reserve
  - b) 75% Operation of Sewage System

#### General

- 29. In the event that a property does not appear to be, in whole or in part, within a Sewage Area as indicated in Schedule B, such property shall be deemed to be within the Sewage Area that is closest to said property.
- 30. If any court finds that any provision of this By-law is ultra vires or invalid, such provision shall be deemed to be severable and shall not invalidate any other provisions of this By-law which shall remain in full force and effect.
- 31. By-law 34-2019 and all amendments thereto, be and are hereby repealed on the effective date(s) of this by-law.
- 32. This by-law, and all attached schedules shall come into effect on April 1, 2020, save and except the following;
  - a) Sewage Area 1 Rates (Cottam Facility) effective April 15, 2020.
  - b) Sewage Area 2 Rates (Lakeshore West Facility) effective June 15, 2020
  - c) Sewage Area 3 Rates (Kingsville Facility) effective May 15, 2020

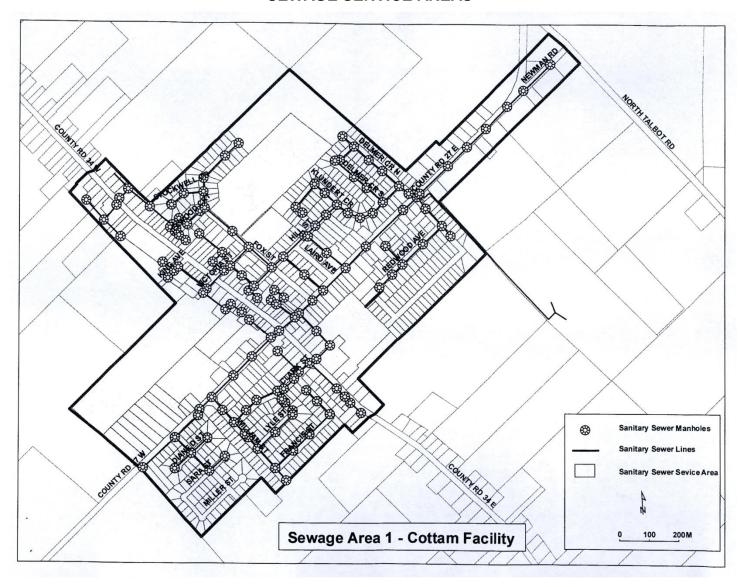
READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF MARCH, 2020.

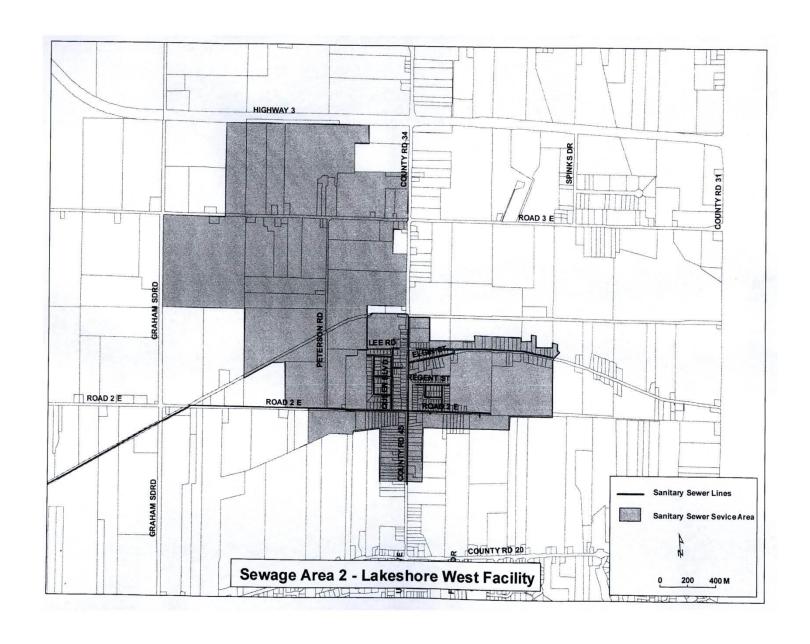
# **SCHEDULE "A"**

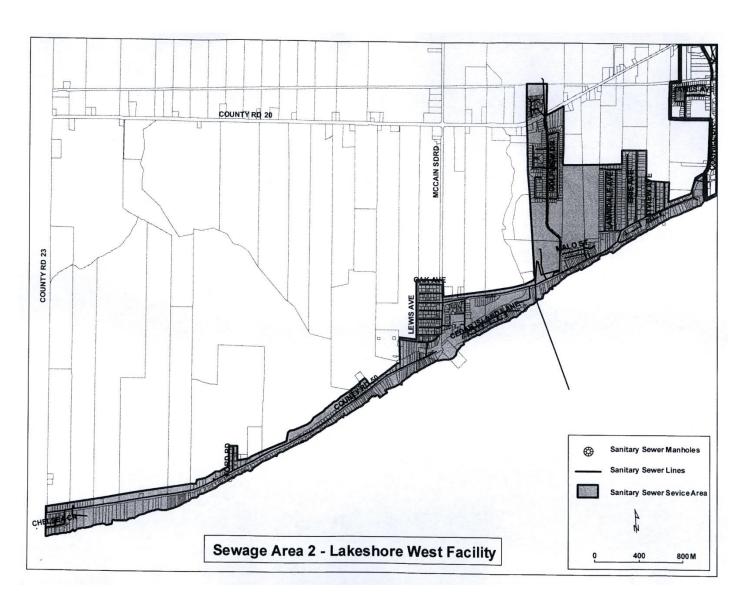
# **WATER RATES**

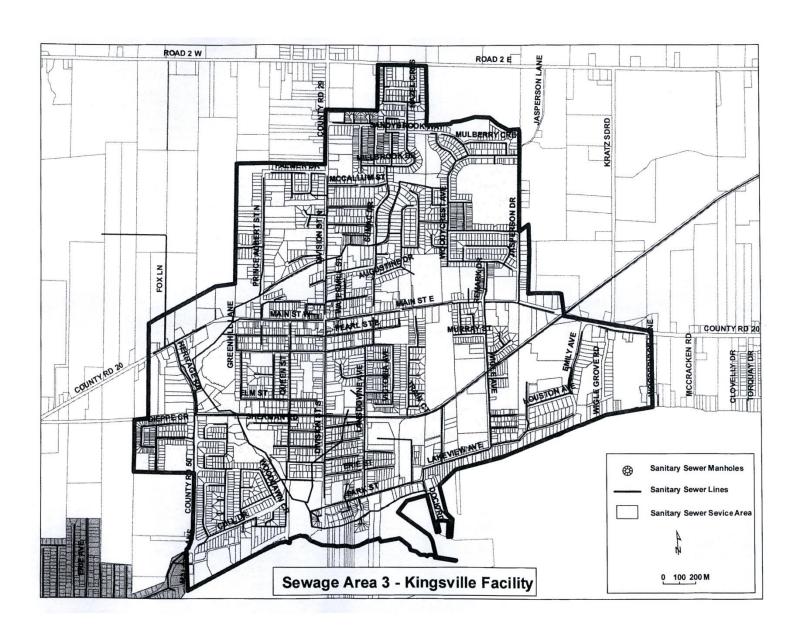
Volume Rates Wholesale Distribution TOTAL	\$0.65 <u>\$0.35</u> \$1.00	per m³ per m³ per m³
Fixed Rates Capital Surcharge	\$21.55	per Quarter

# SCHEDULE "B" SEWAGE SERVICE AREAS









# SCHEDULE "C"

# **SEWAGE RATES**

Property or Building	Sewage Area 1 Rates Cottam Facility
Residential	<ul> <li>Base Charge - \$60.00 per quarter per residential unit, plus</li> <li>Volume Charge - \$0.65 per m3 of water volume</li> </ul>
Madi Danidania	Maximum sewage charges - \$120 per quarter per residential unit
Multi-Residential, Commercial, Industrial	\$1.35 per m3 of water volume
Greenhouse	\$1.35 per m3 of sewage discharge
Foreign Worker Housing	<ul> <li>Base Charge - \$20.00 per quarter per occupant (based on maximum occupant load), plus</li> <li>Volume Charge - \$0.65 per m3 of water volume</li> </ul>

Property or Building	Sewage Area 2 Rates Lakeshore West Facility
Residential	<ul> <li>Base Charge - \$60.00 per quarter per residential unit, plus</li> <li>Volume Charge - \$0.60 per m3 of water volume</li> <li>Maximum sewage charges - \$120 per quarter per residential unit</li> </ul>
Multi-Residential, Commercial, Industrial	\$1.35 per m3 of water volume
Greenhouse	• \$1.35 per m3 of sewage discharge
Foreign Worker Housing	<ul> <li>Base Charge - \$20.00 per quarter per occupant (based on maximum occupant load), plus</li> <li>Volume Charge - \$0.60 per m3 of water volume</li> </ul>

Property or Building	Sewage Area 3 Rates Kingsville Facility
Residential	<ul> <li>Base Charge - \$60.00 per quarter per residential unit, plus</li> <li>Volume Charge - \$0.60 per m3 of water volume</li> </ul>
	Maximum sewage charges - \$120 per quarter per residential unit
Multi-Residential, Commercial, Industrial	\$1.35 per m3 of water volume
Greenhouse	◆ \$1.35 per m3 of sewage discharge
Foreign Worker Housing	<ul> <li>Base Charge - \$20.00 per quarter per occupant (based on maximum occupant load), plus</li> <li>Volume Charge - \$0.60 per m3 of water volume</li> </ul>

## **SCHEDULE "D"**

Irrigation Systems located on a Commercial property if such system is independently metered

Ice Making Systems located on the property owned by the Town of Kingsville and the Kingsville Port Users Association and existing as of the date of the passing of this By-law (includes the former Kingsville Fisherman's Co-Op Ice; 215 Industry Road, LaNassa Seafood Ice Water Meter and All Temp Foods Ltd. Ice Water Meter)

197 Pineway Park 137 County Road 34E 143 County Road 34E 1875 County Road 34 E

# **SCHEDULE "E"**

203 County Road 34 W

198 County Road 27E

204 County Road 27E

46 County Road 27 W

48 County Road 27 W

50 County Road 27 W

54 County Road 27 W 54 County Road 27 W 56 County Road 27 W 58 County Road 27 W 60 County Road 27 W

62 County Road 27 W

68 County Road 27 W

# THE CORPORATION OF THE TOWN OF KINGSVILLE BY-LAW 29-2020

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** the application conforms to the Official Plan of the Town of Kingsville;

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

1. That Subsection 6.6 e) RURAL RESIDENTIAL EXCEPTIONS is amended with the addition of the following new subsection:

## 6.6.13 'RURAL RESIDENTIAL EXCEPTION 13 (RR-13)'

- a) For lands shown as RR-13 on Map 58 Schedule "A" of this By-law.
- b) Permitted Uses
  - i) Residential
- c) Permitted Buildings and Structures
  - i) A single detached dwelling;
  - j) One secondary dwelling unit,
  - ii) Buildings and structures accessory to the permitted uses.
- d) Zone Provisions

Notwithstanding Subsection 6.6, the following special provision *shall* apply to lands *zone*d (RR-13):

- i) Minimum lot frontage 21 m.
- ii) Maximum accessory structure height 6.7 m.

Schedule "A", Map 58 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 1, Concession 1, Western Division, 12R 24704, Parts 1 & 3, and locally known as 1681 Division Road North (County Road 29) as shown on Schedule 'A' crosshatched attached hereto from 'Rural Residential Exception 11 (RR-11)' to 'Rural Residential Exception 13 (RR-13)'.

This by-law shall come into force upon third reading and being finally passed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9<sup>th</sup> DAY OF MARCH, 2020.

MAYOR, Nelson Santos

# Schedule A



1681 DIVISION RD N (CTY RD 29)

PT LOT 1, CON 1, WD, 12R 24704, PARTS 1 & 3
ZBA/01/20



Schedule "A", Map 58 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part Lot 1, Concession 1, Western Division, 12R24704 Parts 1 & 3, and locally known as 1681 Division Road North (County Road 29) as shown on Schedule 'A' cross-hatched attached hereto from 'Rural Residential Exception 11 (RR-11)' to 'Rural Residential Exception 13 (RR-13)'.

80

120

160

### THE CORPORATION OF THE TOWN OF KINGSVILLE

## **BY-LAW NUMBER 30-2020**

Being a By-law to extend the exemption from Part Lot Control Pursuant to Section 50(7) of the Planning Act as provided for in By-law 56-2017

(Millbrook Subdivision, Stage II Phase 1 – Plan 12M-552)

**WHEREAS** Subsection 50 (7.4) of the Planning Act R.S.O. 1990, c.P.13, as amended authorizes Council by By-law to extend the time period specified by the expiration of a by-law to designate lands within a registered plan of subdivision as lands subject to part-lot control;

**AND WHEREAS** Subsection 50 (7.5) of the Planning Act authorizes Council by By-law to repeal or amend a by-law to designate lands within a registered plan of subdivision as land not subject to part-lot control, in order to delete part of the land described in it;

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

- 1. By-law 56-2017 is amended by:
  - a) Deleting item 3. the date "May 8, 2020" and inserting in its place the following date "March 9, 2023"
  - b) Deleting Item 1. and replacing with the following:

"That Subsection 5 of Section 50 of the Planning Act, R.S.O., c.P.13, does not apply to those parts of the registered plan described as follows:

All and singular those certain parcels or tracts of land and premises lying and being in the Town of Kingsville, being Lots Lot 74, 76, 77, 78 & 79, Plan 12M-552 and known locally as follows:

21 & 23 Woodland Street (Lot 74, Plan 12M-552)

13 & 15 Woodland Street (Lot 76, Plan 12M-552)

9 & 11 Woodland Street (Lot 77, Plan 12M-552)

5 & 7 Woodland Street (Lot 78, Plan 12M-552)

1 & 3 Woodland Street (Lot 79, Plan 12M-552)

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 9<sup>TH</sup> day of March 2020.

N	MAYOR, Nelson Santos
_	
	CLERK, Jennifer Astrologo

## THE CORPORATION OF THE TOWN OF KINGSVILLE

#### **BY-LAW 31-2020**

Being a By-law authorizing the entering into of a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Municipal Modernization Program (MMP)

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

**WHEREAS** The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Municipal Modernization Program (MMP).

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

- 1. **THAT** the Town enters into and executes with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and the Municipal Modernization Program (MMP) a Transfer Payment 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 Transfer Payment 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 9<sup>th</sup> day of March, 2020.

MAYOR, Nelson Santos		

#### ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is	effective as of the day of, 20
BETWEEN	Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing
	(the "Province") - and -
	The Corporation of the Town of Kingsville
	(the "Recipient")

#### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions

Schedule "B" - Project Specific Information and Additional Provisions

Schedule "C" - Project Summary

Schedule "D" - Budget

Schedule "E" - Payment Plan

Schedule "F" - Reports

any amending agreement entered into as provided for in section 4.1

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

#### 2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:
  - (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
  - (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

#### 3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

#### 4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

#### 5.0 **ACKNOWLEDGEMENT**

- 5.1 The Recipient acknowledges that:
  - (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario);
  - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public* Sector Accountability Act, 2010 (Ontario);
  - (c) the Funds are:
    - to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
    - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act,* 1996 (Ontario);
  - (d) the Province is not responsible for carrying out the Project; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing
Date	Name: The Honourable Steve Clark Title: Minister of Municipal Affairs and Housing
	The Corporation of the Town of Kingsville
Date	Name: Title:
	I have authority to bind the Recipient.
 Date	Name: Title:
	I have authority to bind the Recipient.

# SCHEDULE "A" GENERAL TERMS AND CONDITIONS

#### A1.0 INTERPRETATION AND DEFINITIONS

- A1.1 **Interpretation.** For the purposes of interpretation:
  - (a) words in the singular include the plural and vice-versa;
  - (b) words in one gender include all genders;
  - (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
  - (d) any reference to dollars or currency will be in Canadian dollars and currency; and
  - (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.
- A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:
  - "Additional Provisions" means the terms and conditions set out in Schedule "B".
  - "Agreement" means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.
  - "Budget" means the budget attached to the Agreement as Schedule "D".
  - "Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.
  - **"Effective Date"** means the date set out at the top of the Agreement.
  - "Event of Default" has the meaning ascribed to it in section A13.1.
  - "Expiry Date" means the expiry date set out in Schedule "B".
  - "Funding Year" means:
  - (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

#### A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A2.1 **General.** The Recipient represents, warrants, and covenants that:
  - (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
  - (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
  - (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.
- A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:
  - (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.
- A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:
  - (a) procedures to enable the Recipient to manage Funds prudently and effectively;
  - (b) procedures to enable the Recipient to complete the Project successfully;
  - (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
  - (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
  - (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.
- A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

#### A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

#### A4.0 FUNDS AND CARRYING OUT THE PROJECT

- A4.1 **Funds Provided.** The Province will:
  - (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
  - (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
  - (c) deposit the Funds into an account designated by the Recipient provided that the account:
    - (i) resides at a Canadian financial institution; and
    - (ii) is in the name of the Recipient.

### A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

# A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
  - (a) deduct an amount equal to the interest from any further instalments of Funds;

- (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

# A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- A5.1 **Acquisition**. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### A6.0 CONFLICT OF INTEREST

- A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- A6.2 **Conflict of Interest Includes**. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:
  - (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

#### A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## A7.0 REPORTS, ACCOUNTING, AND REVIEW

#### A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- A7.2 **Record Maintenance.** The Recipient will keep and maintain:
  - (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
  - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
  - (a) inspect and copy the records and documents referred to in section A7.2;
  - (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
  - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.
- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records**. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General**. The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

#### A8.0 COMMUNICATIONS REQUIREMENTS

- A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:
  - (a) acknowledge the support of the Province for the Project; and
  - (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.
- A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

#### A10.0 INSURANCE

- A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:
  - (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

#### A10.2 **Proof of Insurance**. The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

#### A11.0 TERMINATION ON NOTICE

- A11.1 **Termination on Notice**. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:
  - (a) cancel further instalments of Funds;
  - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
  - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
    - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
    - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

#### A12.0 TERMINATION WHERE NO APPROPRIATION

- A12.1 **Termination Where No Appropriation**. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A12.2 **Consequences of Termination Where No Appropriation**. If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).
- A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

# A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

- A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:
  - (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Project;
    - (ii) use or spend Funds; or
    - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
  - (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.
- A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.
- A13.3 **Opportunity to Remedy**. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:
  - (a) the particulars of the Event of Default; and
  - (b) the Notice Period.
- A13.4 **Recipient not Remedying**. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:
  - (a) the Recipient does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### A14.0 FUNDS AT THE END OF A FUNDING YEAR

- A14.1 **Funds at the End of a Funding Year**. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
  - (a) demand from the Recipient payment of the unspent Funds; and
  - (b) adjust the amount of any further instalments of Funds accordingly.

#### A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### A16.0 DEBT DUE AND PAYMENT

- A16.1 **Payment of Overpayment**. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:
  - (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
  - (b) demand that the Recipient pay an amount equal to the excess Funds to the Province
- A16.2 **Debt Due**. If, pursuant to the Agreement:
  - (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
  - (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

- A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### A17.0 NOTICE

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.
- A17.2 **Notice Given**. Notice will be deemed to have been given:
  - (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
  - (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.
- A17.3 **Postal Disruption**. Despite section A17.2(a), in the event of a postal disruption:
  - (a) Notice by postage-prepaid mail will not be deemed to be given; and
  - (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent**. When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.
- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:
  - (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

#### A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability**. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

#### A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

#### A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

#### - END OF GENERAL TERMS AND CONDITIONS -

# SCHEDULE "B" PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$175,000.00
Expiry Date	December 31, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$2,000,000.00
Contact information for the purposes of Notice to the Province	Name: Helen Collins  Position: Manager, Municipal Programs and Outreach Unit  Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16 <sup>th</sup> Floor  Fax: 416-585-7292  Email: helen.collins@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Position: Address: Fax: Email:

# **Additional Provisions:**

- B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:
  - (e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project; and,

(f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

#### SCHEDULE "C" PROJECT SUMMARY

## **Objectives**

The objective of the Project is to review the Recipient's organizational structure, resources, services and programs with the goal of creating a more efficient and effective organization.

#### Description

The Recipient will retain an independent third-party to conduct a service delivery and modernization review of the Recipient's organizational structure, resources, services and programs.

#### Independent Third-Party Reviewer's Report

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.

The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

# SCHEDULE "D" BUDGET

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$175,000.00

# SCHEDULE "E" PAYMENT PLAN

Milestone	Scheduled Payment
Execution of the Agreement	Initial payment of \$131,250.00 made to Recipient no more than thirty (30) days after the execution of the Agreement
Submission of Interim Progress     Report to the Province	
<ul> <li>Submission of draft Independent Third-Party Reviewer's Report to the Province</li> </ul>	
Submission of Independent Third- Party Reviewer's Report to the Province	Final payment of up to \$43,750.00 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report
<ul> <li>Publishing of Independent Third- Party Reviewer's Report on the Recipient's publicly accessible website</li> </ul>	
Submission of Final Report to the Province	

#### SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
Interim Progress Report	June 15 <sup>th</sup> , 2020
2. Final Report	September 18 <sup>th</sup> , 2020

#### **Report Details**

## 1. Interim Progress Report

The Recipient will submit an Interim Progress Report to the Province by June 15<sup>th</sup>, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent thirdparty reviewer.

#### 2. Final Report

The Recipient will submit a Final Report to the Province by September 18<sup>th</sup>, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

# THE CORPORATION OF THE TOWN OF KINGSVILLE BY-LAW 32-2020

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its March 9, 2020 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 March 9, 2020 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 9<sup>th</sup> DAY OF MARCH, 2020.

MAYOR, Nelson Santos
CLERK, Jennifer Astrologo