



**REGULAR MEETING OF COUNCIL  
AGENDA**

**Monday, April 27, 2020, 6:00 PM**

**Council Chambers**

**2021 Division Road N**

**Kingsville, Ontario N9Y 2Y9**

**Pages**

**A. CALL TO ORDER**

In light of the ongoing COVID-19 pandemic, this Regular Meeting of Council is being held electronically. Members will meet via electronic participation. Members of the public can view the meeting at: [www.kingsville.ca/meetings](http://www.kingsville.ca/meetings) and select the VIDEO icon.

**B. CLOSED SESSION**

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

1. Subsection 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; being an update from Solicitor David Halliwill regarding 190-200 Main St. East, being Part of Lot 2 Concession 1 ED Part 1 12R-26799, and Part of Lot 2 Concession 1 ED Part 2 12R-26799 respectively;
2. Subsection 239(2)(d) labour relations or employee relations, being an update report from J. Galea, Human Resources Officer regarding Hickson Grievance (IBEW Local 636).

**C. DISCLOSURE OF PECUNIARY INTEREST**

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

**D. REPORT OUT OF CLOSED SESSION**

**E. AMENDMENTS TO THE AGENDA**

## **F. ADOPTION OF ACCOUNTS**

1. **Town of Kingsville Accounts for the monthly period ended March 31, 2020 being TD cheque numbers 0072446 to 0072700 for a grand total of \$1,311,099.62** 1

### **Recommended Action**

That Council receives Town of Kingsville Accounts for the monthly period ended March 31, 2020, being TD cheque numbers 0072446 to 0072700 for a grand total of \$1,311,099.62.

## **G. STAFF REPORTS**

1. **Reconstruction of Jasperson Drive** 25

T. Del Greco, Manager of Municipal Services

### **Recommended Action**

That Council award the Jasperson Drive reconstruction tender to Sherway Contracting (Windsor) Limited in the amount of \$1,646,782 (excluding HST) and authorize the Mayor and Clerk to execute the requisite agreement.

2. **Site Plan Amendment Application SPA/07/2020 by Tay Inc. 65**  
**200 Main St. E., Part of Lot 2, Concession 1 ED, Part 2, RP 12R 26799**

R. Brown, Manager of Planning Services

### **Recommended Action**

That Council receives the planning opinion on the requested site plan amendment from Karl Tanner, Dillon Consulting Limited for information purposes,

And that Council approves the requested site plan amendment to:

replace the existing single-storey elevation drawings, Appendix C, with the new two-storey elevation drawings included as Appendix D;

replace the existing site plan drawing for the medical clinic only with a revised site plan drawing Appendix B, showing the increased square footage, increase in height and addition of the covered entrance at the rear of the building;

both subject to the conditions outlined in the amended site plan agreement including the requirement for permanent privacy screening acceptable to the Town on all second floor easterly facing windows.

3. **Application for Site Plan Amendment SPA/06/2020 by Agris Co-Operative Ltd., 8 County Road 27 West, Part of Lot 270, Concession STR, Pts. 1, 2, and 3 RP 12R 12889, Pt 2 , RP 12R 13556, Pt. 1 RP 12R 16608 and Pt. 1 12R 26186** 105

R. Brown, Manager of Planning Services

**Recommended Action**

That Council approves Site Plan Amendment Application SPA/06/2020 for the construction of a 29.3 m x 17.2 m (96 ft. x 60 ft.) warehouse and associated updates to subject property along with the inclusion of the vacant lands added to the site as approved lot addition consent B/11/15, and

That Council authorizes the Mayor and Clerk to sign the Amending Site Plan Agreement and register said Amendment on title.

4. **Application for Site Plan Amendment SPA/04/2020 by Golden Acres Farms Inc. and 1797540 Ontario Inc., 2011 Graham Sideroad and V/L Graham Sideroad , Part of Lot 6, Concession 2, ED, Parts 1 and 2, RP 12R 20174** 119

R. Brown, Manager of Planning Services

**Recommended Action**

That Council approves Site Plan Amendment Application SPA 04 2020 for the requested changes to the greenhouse development on the subject lands including the service building and warehouse additions, new bunkhouse, hot water tank and repositioned greenhouse in Part of Lot 6, Concession 2 ED, Parts 1 and 2, RP 12R 20174, subject to the conditions outlined in the Amending Site Plan Agreement, and

That Council authorizes the Mayor and Clerk to sign the Amending Agreement and register said Agreement on title.

5. **Application for Minor Development Agreement AGR 01 2020 by David Golden and Dawn DeYong; 411 Road 2 West, Part of Lot 7, Concession 1, WD** 133

R. Brown, Manager of Planning Services

**Recommended Action**

That Council approves the proposed Minor Development Agreement to permit a second single detached dwelling at 411 Road 2 W, temporarily during the construction of a new dwelling on the property, and

That Council authorizes the Mayor and Clerk to sign the Minor Development Agreement and register it on title.

6. **Planning Act Application Processing** 139

R. Brown, Manager of Planning Services

**Recommended Action**

That Council receives the Report on the options for the continued processing of Planning Act applications during the COVID-19 declaration of emergency timeframe for information purposes;

And That Council provides Administration with the preferred option for moving Planning Act applications forward during the COVID-19 declaration of emergency timeframe, subject to maintaining appropriate public participation.

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

155

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;

And That Council Approves the terms of reference for the establishment of a Main Street Development Review Committee;

And That Council Directs Administration to prepare a final interim control by-law for consideration at a future Regular Meeting.

**8. COVID-19 Financial Relief & Flood Mitigation Efforts**

188

R. McLeod, Director of Financial Services

**Recommended Action**

That Council authorizes the following financial relief measures in response to the economic implications of COVID-19:

- No late payment charges on property tax and water/wastewater accounts in either form, penalty and/or interest, through the period ending June 30, 2020.
- Charges for Non-Sufficient Funds on any property tax and water/wastewater payments will be waived through the period ending June 30, 2020.
- Amend By-law 26-2020 to defer the implementation of the new residential sewage rate structure as follows:
  - Sewage Area 1 Rates (Cottam Facility) – effective January 15, 2021.
  - Sewage Area 2 Rates (Lakeshore West Facility) – effective March 15, 2021
  - Sewage Area 3 Rates (Kingsville Facility) – effective February 15, 2021
- Authorize the Director of Financial Services to adjust any seasonal based fees and charges in proportion to the time for which the services will be available;

And That Council approves up to \$50,000 for flood mitigation efforts to be financed from the Town's budget stabilization reserve (03-000-032-31063)

**H. MINUTES OF THE PREVIOUS MEETINGS**

- |    |   |     |
|----|---|-----|
| 1. | Special Meeting of Council--March 18, 2020                | 191 |
| 2. | Special Closed Session Meeting of Council--March 18, 2020 |     |
| 3. | Regular Meeting of Council--March 23, 2020                | 194 |
| 4. | Regular Closed Session Meeting of Council--March 23, 2020 |     |

**Recommended Action**

That Council adopts Special Meeting of Council Minutes dated March 18, 2020, Special Closed Session Meeting of Council Minutes dated March 18, 2020, Regular Meeting of Council Minutes dated March 23, 2020, and Regular Closed Session Meeting of Council Minutes dated March 23, 2020.

**I. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

- |    |   |     |
|----|---|-----|
| 1. | Committee of Adjustment - February 19, 2020 | 210 |
|----|---|-----|

**Recommended Action**

That Council receive Committee of Adjustment Meeting Minutes dated February 19, 2020.

- |    |   |     |
|----|---|-----|
| 2. | Union Water Supply System Joint Board of Management - February 19, 2020 | 218 |
|----|---|-----|

**Recommended Action**

That Council receives Union Water Supply System Board of Management Meeting Minutes dated February 19, 2020.

**J. BUSINESS CORRESPONDENCE - INFORMATIONAL**

- |    |  |     |
|----|--|-----|
| 1. | Town of Grand Valley--Correspondence dated March 11, 2020 RE: Letter of Support for Bill 156, Security from Trespass and Protecting Food Safety Act      | 223 |
| 2. | City of Sault Ste. Marie--Correspondence from Mayor Provenzano to Premier Ford et al dated March 13, 2020 RE: Support for Conservation Authorities       | 225 |
| 3. | Grey County--Correspondence from Clerk Morrison, dated March 16, 2020 RE: Grey County Council Resolution Supporting 100% Canadian Wines Excise Exemption | 227 |
| 4. | Arts Society of Kingsville--Letter of Thanks from Ann Ducharme and Executive, and Members of ASK, received March 17, 2020                                | 229 |
| 5. | Municipality of Chatham-Kent--Correspondence dated March 24, 2020 RE: Support for Ban of Single-Use Disposable Wipes                                     | 230 |
| 6. | Municipality of Chatham-Kent--Correspondence dated March 24, 2020  | 231 |

**RE: Support for Legislative Changes in Bill 132**

- |     |   |     |
|-----|---|-----|
| 7.  | <b>Office of the Fire Marshal and Emergency Management (OFMEM)--Letter of compliance dated March 31, 2020 from the Chief of Emergency Management in accordance with the Emergency Management and Civil Protection Act</b>                                   | 232 |
| 8.  | <b>Grey Highlands--Correspondence dated April 2, 2020 RE: Support for Ministers to allow for Electronic Delegations</b>   | 233 |
| 9.  | <b>Town of Kingsville Media Release dated April 3, 2020 RE: Cancellation of 2020 Kingsville Highland Games.</b>   | 234 |
| 10. | <b>Town of Midland--Correspondence from Municipal Clerk of the Town of Midland received April 6, 2020 RE: Requesting Support of Letter from Midland's Mayor and CAO (Interim) to the Prime Minister--Financial Aid Plan</b>                                 | 236 |
| 11. | <b>Township of Mapleton--Correspondence dated April 21, 2020 RE: A Resolution to Request the Province of Ontario Review the Farm Property Class Tax Rate Programme In Light of Economic Competitiveness Concerns between Rural and Urban Municipalities</b> | 239 |

**Recommended Action**

That Council receives Business Correspondence-Informational items 1 to 11.

**K. NOTICES OF MOTION**

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

That Council directs Administration to provide a Report from our Director of Corporate Services on exactly what content and facts from the discussions, reports, investigations and negotiations regarding 190 Main Street East are able to be shared with the public so that Council may address the concerns and questions from residents without risk of being in contravention to our Code of Conduct.

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

That Council review the status of the legal and any appeal actions that may be in place in respect to 190 Main Street East, Kingsville property development that does not appear to be in keeping with the site plan that WAS approved by Council.

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

That Council authorize that \$1,000.00 of Councillor Neufeld's allotted conference budget be donated to the Kingsville Food Bank as a cash donation.

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

That the Mayor and Deputy Mayor of Kingsville, being voting members of Essex County Council, request that a controlled lighted intersection for County Road 20 and County Road 23 be moved to a top priority.

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

**M. BYLAWS**

- |   |            |
|---|------------|
| <b>1. By-law 40-2020</b>  | <b>250</b> |
| <p>Being a by-law to provide for the collection of the cost incurred for drainage works completed for numerous drains all in the Town of Kingsville</p> <p>To be read a first, second and third and final time</p>  |            |
| <b>2. By-law 42-2020</b>  | <b>252</b> |
| <p>Being a By-law authorizing the entering into of an Agreement with Shepley Road Maintenance Ltd. for the 2020 Rural Road Program (<i>full contract document available for review in Department of Municipal Services</i>)</p> <p>To be read a first, second and third and final time.</p>                                       |            |
| <b>3. By-law 43-2020</b>  | <b>257</b> |
| <p>Being a By-law authorizing the entering into of an Agreement with Coco Paving Inc. for the 2020 Urban Road Program (<i>full contract document available for review in Department of Municipal Services</i>)</p> <p>To be read a first, second and third and final time.</p>  |            |
| <b>4. By-law 45-2020</b>  | <b>262</b> |
| <p>Being a By-law authorizing the entering into of an Agreement for Professional Engineering Services with RC Spencer Associates Inc. for Road 2 East Reconstruction (<i>full contract document available for review in the Department of Municipal Services</i>)</p> <p>To be read a first, second and third and final time.</p> |            |
| <b>5. By-law 46-2020</b>  | <b>271</b> |
| <p>Being a by-law to amend By-law 2-2019, being a By-law to appoint certain members of Council and individuals to boards and committees</p> <p>To be read a first, second and third and final time.</p>   |            |
| <b>6. By-law 47-2020</b>  | <b>272</b> |
| <p>Being a by-law under the Municipal Act, 2001, Part 13, Section 408; to authorize the issue of debentures to finance the construction of the Road 11 Watermain in the Town of Kingsville</p>  |            |

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

**7. By-law 48-2020** 274

Being a By-law to amend the implementation dates of the sewage rate structure of 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.

**8. By-law 49-2020** 275

Being a by-law to authorize the entering into of an Agreement with Sherway Contracting (Windsor) Limited for the Jasperson Drive Road Reconstruction (N. J. Peralta Engineering Ltd. Project No. E-18-064) *(full contract document available for review in Department of Municipal Services)*

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

**N. CONFIRMATORY BY-LAW**

**1. By-law 50-2020** 280

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its April 27, 2020 Regular Meeting

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

**O. ADJOURNMENT**



**Town of Kingsville  
Council Summary Report  
2020**

**Cheque Distributions for the Month of: MARCH**

**Department Summary:**

Dept. No.	Department Name	Amount
	Credit Card Transactions	\$ 9,058.61
000	Default - Clearing	\$ 128,766.11
110	Council	\$ 346.36
112	General Administration	\$ 35,104.75
114	Information Technology	\$ 12,659.32
120	Animal Control	\$ 2,562.01
121	Fire	\$ 7,765.29
122	OPP	\$ 137,940.91
124	Building	\$ 1,395.55
130	Transportation - Public Works	\$ 504,630.97
131	Sanitation	\$ 123,268.01
151	Cemetery	\$ 2,238.18
170	Arena	\$ 42,039.75
171	Parks	\$ 19,823.55
172	Fantasy of Lights	\$ -
173	Marina	\$ 24,618.17
174	Migration Festival	\$ -
175	Recreation Programs	\$ 21,662.61
176	Communities in Bloom	\$ -
177	Highland Games	\$ 2,971.15
178	Facilities	\$ -
180	Planning	\$ 3,674.05
181	BIA	\$ 2,958.84
184	Accessibility Committee	\$ 172.99
185	Tourism & Economic Development Committee	\$ 13,633.47
186	Heritage Committee	\$ 840.00
201	Environmental - Water	\$ 24,116.91
242	Kingsville/Lakeshore West Wastewater	\$ 141,400.34
243	Cottam Wastewater	\$ 47,451.72

**Total of Current Expenditures:** \$ 1,311,099.62

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

**Total Number of Current Cheques Issued:** 251

**Comparison Data: MARCH 2019**

**Total of Approved Expenditures:** \$ 1,707,979.68

**Total Number of Cheques Issued:** 277

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

**Council Summary Report  
Credit Card Transactions  
March 2020**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Account</b>	<b>Amount</b>
72591	3/19/2020	TD Canada Trust - RM Visa	TRAINING - ESOLUTIONS	01-112-098-60254	\$ 151.62
72591	3/19/2020	TD Canada Trust - RM Visa	MEMBERSHIP FEE	01-112-099-60320	\$ 8.13
72591	3/19/2020	TD Canada Trust - RM Visa	MEMBERSHIP FEE	01-112-099-60320	\$ 8.13
72591	3/19/2020	TD Canada Trust - RM Visa	EVERBRIDGE RENEWAL-FX	01-114-099-60309	\$ 2,442.46
72591	3/19/2020	TD Canada Trust - RM Visa	TRAINING - M OLEWSKI	01-124-098-60254	\$ 608.02
72591	3/19/2020	TD Canada Trust - RM Visa	BYLAW TRN'G-R SASSINE	01-124-098-60254	\$ 867.00
72591	3/19/2020	TD Canada Trust - RM Visa	BYLAW TRN'G-J MOONEY	01-124-098-60254	\$ 867.00
72591	3/19/2020	TD Canada Trust - RM Visa	BLDG - OFFICE SUPPLIES	01-124-099-60301	\$ 18.71
72591	3/19/2020	TD Canada Trust - RM Visa	2020 OAPSO MEMBERSHIP	01-124-099-60320	\$ 144.00
72591	3/19/2020	TD Canada Trust - RM Visa	REFRESHMENTS-P&R TRNG	01-175-099-60254	\$ 87.01
72591	3/19/2020	TD Canada Trust - RM Visa	SHUFFLE BOARD	01-175-099-60627	\$ 423.40
72591	3/19/2020	TD Canada Trust - RM Visa	SHUFFLE BOARD	01-175-099-60627	\$ 423.40
72591	3/19/2020	TD Canada Trust - RM Visa	CPR CRSE - FAMILY DAY	01-175-099-60628	\$ 30.00
72591	3/19/2020	TD Canada Trust - RM Visa	CIB - REUSSABLE STRAWS	01-176-099-60631	\$ 33.98
72591	3/19/2020	TD Canada Trust - RM Visa	WTR OPERATOR CF-GODIN, SCRATCH	02-201-098-60254	\$ 1,337.57
72591	3/19/2020	TD Canada Trust - RM Visa	TRAINING CANCEL - A PLANCKE	02-201-098-60254	\$ (305.28)
72591	3/19/2020	TD Canada Trust - RM Visa	2020 MEMBERSHIP-APL	02-201-099-60320	\$ 292.54
72591	3/19/2020	TD Canada Trust - RM Visa	2020 MEMBERSHIP-SMA	02-201-099-60320	\$ 292.54
72591	3/19/2020	TD Canada Trust - RM Visa	WTR - SUPPLIES	02-201-099-60357	\$ 44.52
72590	3/19/2020	TD Canada Trust - PVMW	HOTEL - AMO CONF NEUFELD	01-110-105-60253	\$ 555.61
72590	3/19/2020	TD Canada Trust - PVMW	HOTEL - AMO CONF LUCIER	01-110-102-60253	\$ 555.61
72590	3/19/2020	TD Canada Trust - PVMW	2020 WARDEN LUNCH - PVM	01-112-098-60258	\$ 50.88
72590	3/19/2020	TD Canada Trust - PVMW	2020 WARDEN LUNCH - SMA,TDE	01-112-098-60258	\$ 101.76
72589	3/19/2020	TD Canada Trust - NS	TIXS-THOUGHT LEADERS	01-110-099-60300	\$ 20.00
<b>Total Credit Card Transactions</b>					<b>\$ 9,058.61</b>

Distribution Types Included: PURCH

Cheque Number	Cheque Date	Vendor Name	Description	Amount
-				
Total For Department				\$0.00
000	-			
0072452 *	3/6/2020	Alium Investments (Kingsville) L	PARTIAL RFND SEC DEP-410 MAIN 01-000-020-22163	\$75,000.00
0072501 *	3/6/2020	Cody Haynes	RFND DEP - 226 CTY RD 34 E 01-000-000-21410	\$1,000.00
0072503*	3/6/2020	I.B.E.W. #636	REMITTANCE FEB 8 - 22, 2020 01-000-000-21006	\$797.58
0072511 *	3/6/2020	Kingsville Fire Fighter Assoc	REMITTANCE - JAN 2020 01-000-000-21014	\$336.00
0072521 *	3/6/2020	Minister of Finance	CLAIM NO SC-17-58242 01-000-000-21016	\$84.36
0072524 *	3/6/2020	Municipality of Leamington	LTW TRANSIT FARES - JAN 2020 01-000-030-21387	\$250.00
0072532 *	3/6/2020	HYDRO ONE	1 Conc Lot22 Moroun Pump St 01-000-023-14080	\$1,837.59
0072532 *	3/6/2020	HYDRO ONE	Streetlights - Dimar Dr 01-000-006-13199	\$29.58
0072542 *	3/6/2020	Pino Porrone	RFND DEP - 791 HERITAGE RD 01-000-000-21410	\$1,000.00
0072542 *	3/6/2020	Pino Porrone	RFND DEP - 789 HERITAGE RD 01-000-000-21410	\$1,000.00
0072542 *	3/6/2020	Pino Porrone	RFND DEP - 797 HERITAGE RD 01-000-000-21410	\$1,000.00
0072542 *	3/6/2020	Pino Porrone	RFND DEP - 795 HERITAGE RD 01-000-000-21410	\$1,000.00
0072542 *	3/6/2020	Pino Porrone	RFND DEP - 793 HERITAGE RD 01-000-000-21410	\$1,000.00
0072542 *	3/6/2020	Pino Porrone	RFND DEP - 27 MULBERRY CRES 01-000-000-21410	\$1,000.00
0072547 *	3/6/2020	Receiver General	ACCOUNT NO: 485121354R1 01-000-000-21015	\$126.55
0072551 *	3/6/2020	Scott Russell	RFND DEP - 88 ROAD R W 01-000-000-21410	\$1,000.00
0072579	3/6/2020	Workplace Safety & Insurance E	REMITTANCE - FEB 2020 01-000-000-21007	\$14,190.23
0072599 *	3/20/2020	Alium Investments (Kingsville) L	RFND DEP - 370 MAIN ST E 01-000-000-21410	\$1,000.00
0072605*	3/20/2020	Kevin Black	RFND - ELECTION NOMINATION FEE 01-000-031-21420	\$100.00
0072608 *	3/20/2020	Julia Burgess	RFND ELECTION NOMINATION FEE 01-000-031-21420	\$100.00

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072610*	3/20/2020	Gloria Cavenago	RFND ELECTION NOMINATION FEE 01-000-031-21420	\$100.00
0072611*	3/20/2020	Daniel Choquette	RFND DEP - 278 CTY RD 34 E 01-000-000-21410	\$1,000.00
0072619*	3/20/2020	Dillon Consulting	4TH CON BRANCH - LANE DRAIN 01-000-023-14080	\$16,594.50
0072630*	3/20/2020	Jacob Fehr	RFND DEP - 1775 UNION AVE 01-000-000-21410	\$1,000.00
0072633*	3/20/2020	Corey Gosselin	RFND - ELECTION NOMINATION FEE 01-000-031-21420	\$100.00
0072636*	3/20/2020	Mandy or Ben Heinrichs	RFND - UNICO RENTAL 01-000-030-21383	\$10.80
0072639*	3/20/2020	I.B.E.W. #636	REMITTANCE FEB 23-MAR 7, 2020 01-000-000-21006	\$1,540.48
0072642*	3/20/2020	Jaclyn Jacques	RFND DEP - 79 CTY RD 27 W 01-000-000-21410	\$1,000.00
0072664*	3/20/2020	Petretta Construction	RFND DEP - 370 MAIN ST E 01-000-000-21410	\$1,000.00
0072668*	3/20/2020	REALTAX INC	FINAL NOTICE 270-37401 01-000-030-21307	\$372.90
0072671*	3/20/2020	Chase Robinson	RFND DEP - 1970 ROAD 6 W 01-000-000-21410	\$1,000.00
0072672	3/20/2020	Royal Benefits Inc	BENEFITS CLAIM - FEB 2020 01-000-006-12002	\$9.22
0072673	3/20/2020	Southern Collision	CAR 1 - REPAIR 01-000-006-12002	\$1,132.42
0072685*	3/20/2020	Barry Wilson	RFND ELECTION NOMINATION FEE 01-000-031-21420	\$100.00
0072688*	3/20/2020	W. Martens Greenhouses Inc	RFND DEP - 1254 ROAD 3 E 01-000-000-21410	\$1,000.00
0072696*	3/30/2020	HYDRO ONE	1 Conc Lot22 Moroun Pump St 01-000-023-14080	\$953.90

**Total For Department 000 \$128,766.11**

## 110 -

0072554	3/6/2020	Nelson Santos	TRV'L-MINST'Y SOLICITOR RNDTBL 01-110-100-60253	\$191.78
0072589	3/19/2020	TD Canada Trust - NS Visa	TICKETS-THOUGHT LEADERS 01-110-099-60300	\$20.00
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-110-099-60327	\$45.79
0072662	3/20/2020	Larry Patterson	MILEAGE - JAN - FEB 2020 01-110-106-60253	\$88.79

**Total For Department 110 \$346.36**

## 112 -

0072448	3/6/2020	1797465 Ontario Limited	TOWN HALL - BIO FILTER MAINT 01-112-099-60315	\$534.24
0072450	3/6/2020	Advance Business Systems	POST MACH LEASE 3/30-3/29/2021 01-112-099-60311	\$283.65

**Town of Kingsville**  
**Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072463	3/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - FEB 2020 01-112-099-60341	\$2,289.60
0072465	3/6/2020	Cintas Canada Limited	TOWN HALL - MATS 01-112-099-60315	\$110.60
0072466	3/6/2020	City of Windsor	TAXI LICENSE PLATES 01-112-099-60345	\$61.06
0072469	3/6/2020	Compugen Inc.	CAO COPIES 01-112-099-60311	\$0.02
0072471	3/6/2020	Corp. of the County of Essex	TRAINING - J GALEA 01-112-098-60254	\$457.92
0072473	3/6/2020	Culligan Water	WATER COOLER - TOWN HALL 01-112-099-60315	\$28.44
0072476	3/6/2020	Brandon DeNapoli	ABSTRACT & POLICE CLEARANCE 01-112-099-60317	\$80.30
0072484	3/6/2020	Ergonow Incorporated	OFFICE CHAIR - P VALORE 01-112-099-60358	\$1,302.52
0072487	3/6/2020	Essex Free Press	AD - INTERIM TAX NOTICES 01-112-099-60306	\$243.61
0072487	3/6/2020	Essex Free Press	AD - FEES BYLAW NOTICE 01-112-099-60306	\$194.89
0072494	3/6/2020	Fushion Managed Services	TONER 01-112-099-60301	\$67.15
0072494	3/6/2020	Fushion Managed Services	TONER 01-112-099-60301	\$67.15
0072514	3/6/2020	LBC Capital	FRONT COUNTER PRINTER 01-112-099-60311	\$73.00
0072522	3/6/2020	Monarch Office Supply	OFFICE SUUPLIES - FEB 2020 01-112-099-60301	\$710.21
0072522	3/6/2020	Monarch Office Supply	OFFICE SUUPLIES - FEB 2020 01-112-099-60301	\$49.31
0072523	3/6/2020	Mousseau DeLuca McPherson	BYLAW ENFORCEMENT - 1057 CEDAR 01-112-099-60319	\$1,050.67
0072523	3/6/2020	Mousseau DeLuca McPherson	BYLAW ENFORCEMENT - 1057 CEDAR 01-112-099-60319	\$457.92
0072525	3/6/2020	The Municipal Law Department	MEMBERSHIP - 2020 MLDAO 01-112-099-60320	\$100.00
0072535	3/6/2020	Orkin Canada Corporation	TOWN HALL - PEST CONTROL 01-112-099-60315	\$91.58
0072539	3/6/2020	Pesce & Associates Inc	ORG REVIEW - CONSULTANT FEES 01-112-360-71960	\$2,849.28
0072557	3/6/2020	Shred-It International ULC	RECORDS ARCHIVE DESTRUCTION 01-112-099-60317	\$102.67
0072558	3/6/2020	Sims Publications Incorporated	AD - INTERIM TAXES 01-112-099-60306	\$125.01
0072558	3/6/2020	Sims Publications Incorporated	AD - FEES BYLAWS NOTICE 01-112-099-60306	\$221.18
0072560	3/6/2020	Southpoint Publishing Inc	AD - FEB 2020 01-112-099-60306	\$152.64
0072560	3/6/2020	Southpoint Publishing Inc	AD - FEB 2020 01-112-099-60306	\$152.64
0072560	3/6/2020	Southpoint Publishing Inc	AD - FEB 2020 01-112-099-60306	\$254.40
0072584	3/19/2020	Bell Canada	2021 DIVISION RD N (PIPE) 01-112-099-60327	\$559.68
0072584	3/19/2020	Bell Canada	2021 Division Rd N 01-112-099-60327	\$689.23
0072586	3/19/2020	Enbridge Gas Inc.	2021 Division Rd N - Town Hall 01-112-099-60314	\$427.78

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072587	3/19/2020	HYDRO ONE	2021 Division Admin #J027150 01-112-099-60314	\$2,635.46
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-112-099-60327	\$183.17
0072597	3/19/2020	Joe Plancke	Police records Check 01-112-099-60317	\$25.00
0072609	3/20/2020	Canada Post Corporation	WTR KG&GN ARREARS & TX REMIND 01-112-099-60303	\$735.43
0072613	3/20/2020	Compugen Finance Inc.	TOWN HALL COPIER LEASE 01-112-099-60311	\$768.94
0072616	3/20/2020	Data Fix	VOTERVIEW SERVICES - 2022 01-112-099-60325	\$1,997.04
0072632	3/20/2020	Fushion Managed Services	FRONT COUNTER - METER READ 01-112-099-60311	\$46.87
0072651	3/20/2020	Leamington & Area Family Heal	QUARTERLY PAYMENT - APR 2020 01-112-099-60378	\$14,781.25
0072665	3/20/2020	Purolator Courier Service	COURIER SERVICES 01-112-099-60305	\$35.38
0072682	3/20/2020	Tri-County Copiers Plus	ARENA/ADMIN COPIES 01-112-099-60311	\$107.86
<b>Total For Department</b>			<b>112</b>	<b>\$35,104.75</b>
<b>114</b>	-			
0072460	3/6/2020	CDW Canada	SURFACE DEVICE - FIRE 01-114-360-72007	\$1,420.73
0072471	3/6/2020	Corp. of the County of Essex	ESRI CONTRACTS - GIS SOFTWARE 01-114-099-60309	\$1,397.50
0072471	3/6/2020	Corp. of the County of Essex	WEBSITE HOSTING COSTS 01-114-099-60309	\$1,241.47
0072475	3/6/2020	Dell Canada Inc	DOCKING STATIONS x 4 01-114-360-72006	\$219.79
0072475	3/6/2020	Dell Canada Inc	DOCKING STATIONS x 4 01-114-360-72006	\$659.36
0072475	3/6/2020	Dell Canada Inc	FIRE SAFETY OFFICE - MONITOR 01-114-360-72007	\$167.89
0072482	3/6/2020	Empire Communications	TOWN HALL - ALARM REPAIR 01-114-099-60309	\$223.87
0072530	3/6/2020	OCR Canada Ltd	SURFACE CASE 01-114-360-72007	\$151.08
0072530	3/6/2020	OCR Canada Ltd	SURFACE CASE 01-114-360-72007	\$210.64
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-114-099-60327	\$91.58
0072618	3/20/2020	Dell Canada Inc	MACHINE REPLACEMENTS x 4 01-114-360-72006	\$1,702.95
0072618	3/20/2020	Dell Canada Inc	MACHINE REPLACEMENTS x 4 01-114-360-72005	\$5,108.86
0072624	3/20/2020	eSolutionsGroup Limited	FORM BUILDER WEB PROGRAMMING 01-114-099-60310	\$63.60
<b>Total For Department</b>			<b>114</b>	<b>\$12,659.32</b>

**Town of Kingsville  
 Council Summary Report**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Cheque Amount</b>
<b><u>120</u></b>	-			
0072457	3/6/2020	Canada Post Corporation	DOG TAGS - RENEWAL NOTICES 01-120-280-60137	\$879.21
0072524	3/6/2020	Municipality of Leamington	ANIMAL CTRL -TRAPPING JAN 2020 01-120-280-60124	\$632.80
0072623	3/20/2020	Erie Veterinary Hospital	CAT VOUCHER PROGRAM 01-120-280-60125	\$225.00
0072626	3/20/2020	Essex Animal Hospital	CAT VOUCHER PROGRAM 01-120-280-60377	\$150.00
0072648	3/20/2020	Leamington Animal Hospital	CAT VOUCHER PROGRAM 01-120-280-60377	\$75.00
0072675	3/20/2020	South Howard Animal Clinic	SPAY NEUTOR PROGRAM 01-120-280-60377	\$225.00
0072686	3/20/2020	Windsor Essex County Humane	STRAY CAT PROGRAM - FEB 2020 01-120-280-60125	\$75.00
0072686	3/20/2020	Windsor Essex County Humane	CAT VOUCHER PROGRAM - FEB 2020 01-120-280-60377	\$300.00

**Total For Department 120 \$2,562.01**

<b><u>121</u></b>	-			
0072449	3/6/2020	2Tinga Inc.	FIRE - GOGGLES 01-121-100-60705	\$147.61
0072449	3/6/2020	2Tinga Inc.	221 - HH-6 GLUE 01-121-099-60316	\$50.88
0072454	3/6/2020	B&T Waechter Holdings Ltd (Cc	FIRE - VELCRO 01-121-099-60756	\$39.66
0072463	3/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - FEB 2020 01-121-099-60341	\$356.16
0072463	3/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - FEB 2020 01-121-099-60341	\$183.17
0072465	3/6/2020	Cintas Canada Limited	FIRE - MATS 01-121-099-60315	\$83.16
0072474	3/6/2020	Jeff Dean	215 - SCISSORS FOR DEFIB 01-121-099-60316	\$12.19
0072481	3/6/2020	E.L.K. Energy Inc	120 Fox St 01-121-099-60314	\$253.98
0072490	3/6/2020	Essex Printing Co Ltd	FIRE - 9x12 PRINTED ENVELOPES 01-121-099-60301	\$223.87
0072492	3/6/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$130.95
0072492	3/6/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$91.73
0072492	3/6/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$157.08
0072492	3/6/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$205.31
0072499	3/6/2020	Gosfield North Communications	Cottam Fire Hall 01-121-099-60327	\$126.46
0072509	3/6/2020	Kehoe Law Enforcement Distrib	FIRE - UNIFORMS 01-121-072-60216	\$119.06
0072519	3/6/2020	Merchant Paper Company	FIRE - SUPPLIES 01-121-099-60315	\$157.52

**Town of Kingsville  
Council Summary Report**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Cheque Amount</b>
0072522	3/6/2020	Monarch Office Supply	OFFICE SUUPLIES - FEB 2020 01-121-099-60301	\$18.25
0072537	3/6/2020	Chuck Parsons	REFRESHMENTS-DISPATCH TRNG 01-121-099-60317	\$33.82
0072544	3/6/2020	Purolator Courier Service	COURIER SERVICES 01-121-099-60305	\$26.43
0072556	3/6/2020	Sentry Fire Protection Services	FIRE - EQUIPMENT REPAIR 01-121-099-60316	\$114.99
0072556	3/6/2020	Sentry Fire Protection Services	FIRE - EQUIPMENT REPAIR 01-121-099-60316	\$340.16
0072562	3/6/2020	Stokes International	FIRE - FD PINS 01-121-072-60216	\$74.64
0072562	3/6/2020	Stokes International	FIRE - FD SILVER COLLAR PIN 01-121-072-60216	\$74.64
0072564	3/6/2020	Talbot Marketing Inc.	FIRE - UNIFORMS 01-121-072-60216	\$35.62
0072564	3/6/2020	Talbot Marketing Inc.	FIRE - UNIFORMS 01-121-072-60216	\$21.42
0072565	3/6/2020	Techno Feu	EQUIPMENT REPAIR 01-121-099-60316	\$44.18
0072566	3/6/2020	Thames Communications Ltd.	PAGER CLIPS 01-121-099-60702	\$188.26
0072581	3/6/2020	Xerox Canada Ltd.	XEROX - JAN 26/20 - FEB 25/20 01-121-099-60311	\$56.05
0072583	3/19/2020	Allstream Business Inc	Fire Emergency Calls 01-121-099-60327	\$41.75
0072586	3/19/2020	Enbridge Gas Inc.	120 Fox St 01-121-099-60314	\$531.85
0072586	3/19/2020	Enbridge Gas Inc.	1720 Division Rd N 01-121-099-60314	\$597.23
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-121-099-60327	\$203.52
0072600	3/20/2020	B&T Waechter Holdings Ltd (Cc	FIRE - EQUIPMENT REPAIR 01-121-099-60316	\$34.56
0072617	3/20/2020	DeLage Landen	FIRE - COPIER LEASE 01-121-099-60311	\$137.83
0072631	3/20/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$186.87
0072640	3/20/2020	Inland Liferrafts & Marine Limite	SUIT REPAIR 01-121-099-60316	\$318.34
0072657	3/20/2020	M&L Supply	FIRE - AXE 01-121-099-60358	\$427.84
0072661	3/20/2020	Chuck Parsons	TRAVEL - LEADERSHIP TRN'G 01-121-098-60254	\$580.94
0072673	3/20/2020	Southern Collision	CAR 1 - REPAIR 01-121-099-60316	\$177.31
0072679	3/20/2020	Stokes International	FIRE - UNIFORMS 01-121-072-60216	\$64.97
0072687	3/20/2020	Windsor Factory Supply	FIRE - ENVIRO DRY 01-121-100-60705	\$89.50
0072687	3/20/2020	Windsor Factory Supply	FIRE - ENVIRO DRY 01-121-100-60705	\$268.49
0072696	3/30/2020	HYDRO ONE	1720 Division Rd N 01-121-099-60314	\$737.04

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department			121	\$7,765.29
122	-			
0072446	3/5/2020	Ceasars Entertainment Windsor	TRAIN - CIT COURSE MEAL/ROOM 01-122-030-21390	\$2,845.20
0072446	3/5/2020	Ceasars Entertainment Windsor	TRAIN - CIT COURSE MEAL/ROOM 01-122-030-21391	\$2,845.20
0072463	3/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - FEB 2020 01-122-099-60341	\$865.01
0072463	3/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - FEB 2020 01-122-099-60341	\$284.93
0072464	3/6/2020	Will Chisholm	OPP - REGIONAL ROUND TABLE 01-122-098-60254	\$198.00
0072465	3/6/2020	Cintas Canada Limited	OPP - MATS 01-122-099-60315	\$94.97
0072473	3/6/2020	Culligan Water	WATER COOLER - OPP 01-122-099-60315	\$35.56
0072481	3/6/2020	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$522.79
0072489	3/6/2020	Essex County Locksmiths	OPP - INSTALL NEW LOCK 01-122-099-60315	\$703.16
0072499	3/6/2020	Gosfield North Communications	OPP - Talbot St Cottam 01-122-099-60327	\$121.88
0072518	3/6/2020	Margie's	CELL CLEANING 01-122-099-60317	\$127.20
0072549	3/6/2020	Ricoh Canada	COPIER LEASE - OPP 01-122-099-60311	\$376.38
0072570	3/6/2020	Town of Kingsville (water)	41 Division St S 01-122-099-60314	\$135.82
0072586	3/19/2020	Enbridge Gas Inc.	41 Division St S 01-122-099-60314	\$355.40
0072588	3/19/2020	Reliance Home Comfort	41 Division St S 01-122-099-60314	\$37.61
0072594	3/19/2020	Hotel-Dieu Grace Healthcare	PERS-10%FTE MENTALHEALTH CLINI 01-122-030-21390	\$9,936.58
0072594	3/19/2020	Hotel-Dieu Grace Healthcare	PERS-10% MENTALHEALTH CLINI 01-122-030-21391	\$8,668.30
0072594	3/19/2020	Hotel-Dieu Grace Healthcare	RES - MOBILE DATA APP 01-122-030-21391	\$5,000.00
0072595	3/19/2020	International Coat of Arms	TRAIN - CIT PINS 01-122-030-21391	\$260.27
0072596	3/19/2020	Dawn Maziak	CONS - A&A WARD CONSULTING 01-122-030-21390	\$18,937.00
0072596	3/19/2020	Dawn Maziak	CONS - A&A WARD CONSULTING 01-122-030-21391	\$18,937.00
0072598	3/19/2020	Urban Tactical Brantford Ltd	EQUIP-PPE MENTAL HEALTH WORKER 01-122-030-21390	\$838.79
0072598	3/19/2020	Urban Tactical Brantford Ltd	EQUIP-PPE MENTAL HEALTH WORKER 01-122-030-21391	\$838.79
0072641	3/20/2020	John and Michelle Ivanisko	COTTAM OPP LEASE - APRIL 2020 01-122-260-60342	\$540.31
0072645	3/20/2020	Kingsville Home Hardware	OPP - HOOKS 01-122-099-60315	\$38.65

**Town of Kingsville**  
**Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072658	3/20/2020	OAPSB	OAPSB CONFERENCE - W CHISHOLM 01-122-098-60253	\$559.68
0072658	3/20/2020	OAPSB	OAPSB CONFERENCE - B WILSON 01-122-098-60253	\$559.68
0072690	3/30/2020	Canadian Mental Health Associ	OTHER-ASSIST TRNG,HARM REDUCE 01-122-030-21391	\$11,400.00
0072692	3/30/2020	ECS Cares Incorporated	OTHER - NEEDLE BINS 01-122-030-21390	\$11,810.74
0072695	3/30/2020	Ministry of Finance (CSP)	TABLETS & NOTEBOOKS 01-122-030-21390	\$11,643.92
0072695	3/30/2020	Ministry of Finance (CSP)	TABLETS & NOTEBOOKS 01-122-030-21391	\$5,158.85
0072698	3/30/2020	United Way of Windsor-Essex C	OTHER-PROSPERUS PROMO MATERIAL 01-122-030-21391	\$9,000.00
0072700	3/31/2020	Hotel-Dieu Grace Healthcare	EQUIP-CELLPH/INSURANCE/LAPTOP 01-122-030-21390	\$2,803.46
0072700	3/31/2020	Hotel-Dieu Grace Healthcare	EQUIP-CELLPH/INSRUANCE/LAPTOP 01-122-030-21391	\$2,803.46
0072700	3/31/2020	Hotel-Dieu Grace Healthcare	OTHER-OFFICE/FURN/SUPPLIES 01-122-030-21390	\$4,328.16
0072700	3/31/2020	Hotel-Dieu Grace Healthcare	OTHER-OFFICE/FURN/SUPPLIES 01-122-030-21391	\$4,328.16

**Total For Department 122 \$137,940.91**

**124** -

0072486	3/6/2020	ESRI Canada Limited	BLDG - REPORT SUPPORT FEB 2020 01-124-360-71823	\$442.66
0072531	3/6/2020	Michael Olewski	TRAVEL - OBOA COURSE 01-124-098-60254	\$554.10
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-124-099-60327	\$239.14
0072634	3/20/2020	Great Lakes Safety Products	SAFETY SUPPLIES 01-124-099-60347	\$50.76
0072677	3/20/2020	Speedprint Inc.	BLDG - OFFICE SUPPLIES 01-124-099-60301	\$108.89

**Total For Department 124 \$1,395.55**

**130** -

0072461	3/6/2020	Cedar Signs	SIGNS - PXO'S 01-130-132-60428	\$1,049.95
0072462	3/6/2020	Chapman Signs	PLAQUE - MEMORIAL TREE 01-130-099-60424	\$313.42
0072472	3/6/2020	County Wide Tree Service	STUMP REMOVAL - 24 HERRINGTON 01-130-099-60426	\$103.79
0072472	3/6/2020	County Wide Tree Service	TREE REMOVAL - 173 PURPLE PLUM 01-130-099-60426	\$736.74
0072472	3/6/2020	County Wide Tree Service	TREE REMOVALS - PINEWAY PARK 01-130-099-60426	\$2,396.45
0072477	3/6/2020	Dillon Consulting	RD#11 IRWIN DR - CULVERT <del>00</del> 01-130-360-71962	\$1,404.53

**Town of Kingsville**  
**Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072477	3/6/2020	Dillon Consulting	BRIDGE#46 - S TALBOT CULVERT 01-130-360-71827	\$258.82
0072479	3/6/2020	Economy Rental Centre	MIG WELDER - WIRE 01-130-099-60335	\$85.99
0072480	3/6/2020	Ed Gibbs Electric Ltd.	TRAFFIC SIGNAL MAINTENANCE 01-130-114-60413	\$16,034.06
0072481	3/6/2020	E.L.K. Energy Inc	390 Main St E Traffic Lights 01-130-110-60402	\$72.75
0072481	3/6/2020	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$60.38
0072481	3/6/2020	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$165.96
0072481	3/6/2020	E.L.K. Energy Inc	Street Lights - Kingsville 01-130-114-60412	\$7,748.82
0072481	3/6/2020	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$128.77
0072481	3/6/2020	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$165.96
0072481	3/6/2020	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$24.88
0072481	3/6/2020	E.L.K. Energy Inc	Street Lights - Cottam 01-130-114-60412	\$1,554.14
0072485	3/6/2020	Erie Sand & Gravel Limited	SAND FOR WINTER CONTROL 01-130-122-60420	\$599.09
0072506	3/6/2020	Jeff Shepley Excavating Ltd.	TRUCKING BULK ROAD SALT 01-130-122-60420	\$4,944.68
0072508	3/6/2020	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$12,599.92
0072508	3/6/2020	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$8,515.84
0072508	3/6/2020	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$8,551.24
0072508	3/6/2020	K+S Windsor Salt Ltd.	BULK ROAD SALT 01-130-122-60420	\$11,532.74
0072513	3/6/2020	Lawson Products Ltd.	BULK SUPPLIES 01-130-099-60335	\$665.72
0072516	3/6/2020	LSI Supply Inc	12-03 - HYDRAULIC REPAIR 01-130-099-60316	\$61.12
0072517	3/6/2020	Lucier Glove & Safety Products	PW - GLOVES & EARPLUGS 01-130-099-60347	\$244.14
0072520	3/6/2020	Messer Canada Inc.,	CYLINDER RENTAL 01-130-099-60318	\$32.56
0072520	3/6/2020	Messer Canada Inc.,	CYLINDER RENTAL 01-130-099-60318	\$100.05
0072522	3/6/2020	Monarch Office Supply	OFFICE SUUPLIES - FEB 2020 01-130-099-60301	\$65.48
0072527	3/6/2020	N.J. Peralta Engineering Ltd.	ENG SERV - MAIN ST W 01-130-360-71546	\$11,113.20
0072532	3/6/2020	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$2.13
0072532	3/6/2020	HYDRO ONE	Combination All Street Lights 01-130-114-60412	\$1,855.96
0072532	3/6/2020	HYDRO ONE	PW Garage 01-130-099-60314	\$1,364.05
0072532	3/6/2020	HYDRO ONE	Streetlights - Mucci Dr 01-130-114-60412	\$22.00
0072532	3/6/2020	HYDRO ONE	Streetlights - Regent St 01-130-114-60412	\$28.61

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072532	3/6/2020	HYDRO ONE	Streetlights - Woodland 01-130-114-60412	\$60.42
0072532	3/6/2020	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$2.15
0072533	3/6/2020	OACETT	MEMBERSHIP - E ALLEN 01-130-099-60320	\$224.34
0072535	3/6/2020	Orkin Canada Corporation	PW - PEST CONTROL 01-130-099-60315	\$91.58
0072545	3/6/2020	Queens Auto Supply	WIRE RELAY 01-130-099-60316	\$10.12
0072545	3/6/2020	Queens Auto Supply	WINDSHIELD WASHER FLUID 01-130-099-60335	\$26.78
0072545	3/6/2020	Queens Auto Supply	STOCK WIRE 01-130-099-60335	\$26.05
0072545	3/6/2020	Queens Auto Supply	13-03 - WIRE 01-130-099-60316	\$5.44
0072545	3/6/2020	Queens Auto Supply	STOCK - DIESEL EXHAUST FLUID 01-130-099-60335	\$105.75
0072545	3/6/2020	Queens Auto Supply	13-03 - SNOWPLOW LIGHTS 01-130-099-60316	\$34.24
0072545	3/6/2020	Queens Auto Supply	12-03 - WINDSHIELD WIPERS 01-130-099-60316	\$28.51
0072553	3/6/2020	Sam's Service Facility	13-04 - SERVICE & REPAIR 01-130-099-60316	\$610.29
0072553	3/6/2020	Sam's Service Facility	11-03 - DAKOTA BATTERY & SERV 01-130-099-60316	\$531.18
0072559	3/6/2020	SkyMobile	GEOTAB INSTALLS - AVL 01-130-099-60460	\$3,178.98
0072559	3/6/2020	SkyMobile	FLEET TRACKING - MARCH 01-130-099-60460	\$1,083.74
0072563	3/6/2020	James Sundin	BOOTS - J SUNDIN 01-130-072-60216	\$128.21
0072571	3/6/2020	Trillium Municipal Supply Inc	ROAD WATCH SENSORS FOR FLEET 01-130-360-72034	\$788.64
0072571	3/6/2020	Trillium Municipal Supply Inc	ROAD WATCH SENSORS FOR FLEET 01-130-099-60316	\$788.64
0072574	3/6/2020	Universal Doors Sales & Service	PW - BAY DOORS 01-130-099-60315	\$136.36
0072576	3/6/2020	Waddick Fuels	GASOLINE 01-130-099-60340	\$492.97
0072576	3/6/2020	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$1,195.06
0072576	3/6/2020	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$694.72
0072576	3/6/2020	Waddick Fuels	GASOLINE 01-130-099-60340	\$100.13
0072576	3/6/2020	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$765.19
0072576	3/6/2020	Waddick Fuels	GASOLINE 01-130-099-60340	\$595.54
0072580	3/6/2020	Work Authority	BRANCH,MATHIES,SUNDIN, DAULT 01-130-072-60216	\$228.96
0072580	3/6/2020	Work Authority	BRANCH,MATHIES,SUNDIN, DAULT 01-130-072-60216	\$223.86
0072580	3/6/2020	Work Authority	BRANCH,MATHIES,SUNDIN, DAULT 01-130-072-60216	\$81.40
0072580	3/6/2020	Work Authority	BRANCH,MATHIES,SUNDIN, DAULT 01-130-072-60216	\$228.96

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Town of Kingsville

Council Summary Report

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072586	3/19/2020	Enbridge Gas Inc.	2021 Division Rd N - PW Garage 01-130-099-60314	\$484.75
0072586	3/19/2020	Enbridge Gas Inc.	2021 Division - Garage 01-130-099-60314	\$329.39
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-130-099-60327	\$45.79
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-130-099-60327	\$457.92
0072615	3/20/2020	County Wide Tree Service	TREE REMOVAL - 120 MAIN ST W 01-130-099-60426	\$1,043.04
0072615	3/20/2020	County Wide Tree Service	TREE TRIM - GRAHAM SDRD 01-130-099-60426	\$4,574.11
0072620	3/20/2020	DiMenna Excavating	TEST HOLES - MAIN ST W 01-130-360-71546	\$1,717.20
0072622	3/20/2020	E.L.K. Energy Inc	REPAIR TRANSFORMER 01-130-122-60420	\$6,940.03
0072627	3/20/2020	exp Services Inc.	ALBUNA/RD 11 - CULVERT REPLACE 01-130-360-71962	\$4,273.92
0072628	3/20/2020	Fastenal Canada	BOLTS FOR PLOWS 01-130-099-60316	\$8.85
0072637	3/20/2020	Hurricane SMS Inc	REPLACE 3 LIGHT POLES 01-130-114-60413	\$1,628.16
0072644	3/20/2020	Jeff Shepley Excavating Ltd.	TRUCKING BULK ROAD SALT 01-130-122-60420	\$2,309.29
0072645	3/20/2020	Kingsville Home Hardware	BROKEN WINDOW - SNOW CONTROL 01-130-122-60420	\$53.96
0072645	3/20/2020	Kingsville Home Hardware	GRINDING WHEEL 01-130-099-60335	\$16.27
0072645	3/20/2020	Kingsville Home Hardware	MECHANICS GLOVES 01-130-099-60347	\$10.15
0072649	3/20/2020	Leamington Int. Trucks	12-01-WHEEL HUB SEAL,SHOES,DRM 01-130-099-60316	\$708.64
0072652	3/20/2020	LSI Supply Inc	PLOWS - GREEN URE WHEEL 01-130-099-60316	\$188.21
0072660	3/20/2020	OACETT	MEMBERSHIP - S MARTINHO 01-130-099-60320	\$249.12
0072665	3/20/2020	Purolator Courier Service	COURIER SERVICES 01-130-360-72034	\$45.55
0072666	3/20/2020	Queens Auto Supply	MAINTENANCE - SWEEPER 01-130-110-60422	\$8.69
0072669	3/20/2020	Rene Blain Trucking Ltd	BULK COLD MIX 01-130-110-60418	\$2,557.63
0072676	3/20/2020	South Shore Contracting of Ess	ESSELTINE DRN - REPAIR/IMPROVE 01-130-360-71547	\$355,647.94
0072678	3/20/2020	Stinson Equipment Ltd.	STOCK SIGNS - STOP/STOP AHEAD 01-130-132-60428	\$1,098.30
0072678	3/20/2020	Stinson Equipment Ltd.	STOCK SIGNS - STOP 01-130-132-60428	\$490.34
0072683	3/20/2020	Viking Cives Ltd.	CURB FEELERS & SHOES - PLOWS 01-130-099-60316	\$3,269.30
0072683	3/20/2020	Viking Cives Ltd.	PINS - PLOWS 01-130-099-60316	\$165.51
0072684	3/20/2020	Waddick Fuels	GASOLINE 01-130-099-60340	\$329.74
0072684	3/20/2020	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$431.18
0072684	3/20/2020	Waddick Fuels	GASOLINE 01-130-099-60340	\$1,513.48

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072684	3/20/2020	Waddick Fuels	CLEAR ULS 01-130-099-60340	\$3,132.97
0072696	3/30/2020	HYDRO ONE	Combination All Street Lights 01-130-114-60412	\$2,197.22
0072696	3/30/2020	HYDRO ONE	PW Garage 01-130-099-60314	\$1,632.17
Total For Department			130	\$504,630.97
131	-			
0072488	3/6/2020	Essex-Windsor Solid Waste	WASTE DISPOSAL - JAN 2020 01-131-400-60370	\$15,393.42
0072495	3/6/2020	GFL Environmental Inc	FRONT END SERVICE - COTTAM 01-131-400-60380	\$237.87
0072495	3/6/2020	GFL Environmental Inc	FRONT END SERVICE-CRYSTAL APT 01-131-400-60380	\$237.87
0072495	3/6/2020	GFL Environmental Inc	WASTE COLLECTION - MARCH 2020 01-131-400-60380	\$44,507.57
0072625	3/20/2020	Essex-Windsor Solid Waste	YARD WASTE - FEB 2020 01-131-400-60370	\$5.20
0072625	3/20/2020	Essex-Windsor Solid Waste	WASTE DISPOSAL - FEB 2020 01-131-400-60370	\$13,078.08
0072625	3/20/2020	Essex-Windsor Solid Waste	FIXED COSTS - FEB 2020 01-131-400-60370	\$38,376.00
0072625	3/20/2020	Essex-Windsor Solid Waste	PREPETUAL CARE - MAR-APR 2020 01-131-400-60404	\$11,432.00
Total For Department			131	\$123,268.01
151	-			
0072481	3/6/2020	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$95.58
0072570	3/6/2020	Town of Kingsville (water)	Greenhill Cemetery 01-151-099-60314	\$90.43
0072586	3/19/2020	Enbridge Gas Inc.	Mill St Cemetery 01-151-099-60314	\$96.17
0072604	3/20/2020	Bereavement Authority of Ontar	LICENSE RENEWAL FEE 01-151-099-60320	\$1,311.00
0072638	3/20/2020	Hutchins Monuments	GRACELAND - OPENING 01-151-072-60121	\$645.00
Total For Department			151	\$2,238.18
170	-			
0072451	3/6/2020	Alift	SCISSOR LIFT - CHARGER 01-170-099-60316	\$1,212.45
0072453	3/6/2020	Allstream Business Inc	Arena - Fax/Debit 01-170-099-60327	\$82.03

**Town of Kingsville**  
**Council Summary Report**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Cheque Amount</b>
0072453	3/6/2020	Allstream Business Inc	Carnegie/Arena Elevator 01-170-099-60327	\$41.72
0072458	3/6/2020	Carquest Auto Parts	OLYMPIA - PARTS 01-170-099-60316	\$28.68
0072465	3/6/2020	Cintas Canada Limited	ARENA - MATS 01-170-099-60315	\$100.03
0072473	3/6/2020	Culligan Water	WATER COOLER - ARENA 01-170-099-60315	\$27.95
0072489	3/6/2020	Essex County Locksmiths	CANTEEN DOOR - DEADBOLT 01-170-099-60315	\$125.00
0072496	3/6/2020	Gillett Sheet Metal Inc.	BOLLARDS & METAL 01-170-099-60315	\$1,070.00
0072507	3/6/2020	Jutzi Water Technologies (D.H.)	WATER EQUIP RENTAL 01-170-099-60318	\$75.00
0072512 *	3/6/2020	Kingsville Soccer Association	P2P FORM 002 01-170-000-15000	\$72.00
0072515	3/6/2020	Loblaw Inc.	OFFICE SUPPLIES 01-170-099-60301	\$5.08
0072515	3/6/2020	Loblaw Inc.	OFFICE SUPPLIES 01-170-099-60301	\$31.04
0072519	3/6/2020	Merchant Paper Company	ARENA - FLOOR SCRUBBER 01-170-099-60316	\$1,332.96
0072519	3/6/2020	Merchant Paper Company	ARENA - SUPPLIES 01-170-099-60335	\$703.35
0072519	3/6/2020	Merchant Paper Company	ARENA - SUPPLIES 01-170-099-60335	\$616.57
0072520	3/6/2020	Messer Canada Inc.,	PROPANE 01-170-099-60340	\$182.92
0072520	3/6/2020	Messer Canada Inc.,	PROPANE 01-170-099-60340	\$148.99
0072520	3/6/2020	Messer Canada Inc.,	CYLINDER RENTAL 01-170-099-60318	\$79.91
0072520	3/6/2020	Messer Canada Inc.,	CYLINDER RENTAL 01-170-099-60318	\$4.00
0072520	3/6/2020	Messer Canada Inc.,	PROPANE 01-170-099-60340	\$182.92
0072522	3/6/2020	Monarch Office Supply	OFFICE SUUPLIES - FEB 2020 01-170-099-60301	\$271.47
0072526	3/6/2020	Nella Cutlery (Hamilton) Inc.	BLADE SHARPENING - OLYMPIA 01-170-099-60316	\$35.00
0072526	3/6/2020	Nella Cutlery (Hamilton) Inc.	BLADE SHARPENING - OLYMPIA 01-170-099-60316	\$35.00
0072528	3/6/2020	Noble Corporation	STEEL CAP/COVER 01-170-099-60315	\$110.00
0072532	3/6/2020	HYDRO ONE	Arena Complex 01-170-099-60314	\$10,983.04
0072536	3/6/2020	Otis Canada, Inc.	ELEVATOR - 03/01/20-05/31/20 01-170-099-60315	\$1,207.77
0072555 *	3/6/2020	Sarah Parks Horsemanship	P2P FORM 002 & 005 01-170-000-15000	\$1,454.31
0072572	3/6/2020	Troy Life & Fire Safety Ltd.	ARENA - FIRE SYS REPAIRS 01-170-099-60315	\$1,430.05
0072573	3/6/2020	Truax Lumber	ARENA - REPAIR 01-170-099-60315	\$10.18
0072574	3/6/2020	Universal Doors Sales & Service	ARENA - GARAGE DOOR REPAIR 01-170-099-60315	\$253.75
0072577	3/6/2020	Warkentin Plumbing	ARENA - HVAC MAINTENANCE <del>05</del> 01-170-099-60315	\$266.61

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072585	3/19/2020	Cogeco	1741 Jasperson 01-170-099-60327	\$110.44
0072586	3/19/2020	Enbridge Gas Inc.	1741 Jasperson Lane 01-170-099-60314	\$2,370.14
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-170-099-60327	\$457.92
0072602*	3/20/2020	Matthew Borrelli	REFUND GROVEDALE-AUG 28, 2020 01-170-006-12063	\$1,250.00
0072636 *	3/20/2020	Mandy or Ben Heinrichs	RFND - UNICO RENTAL 01-170-006-12063	\$90.00
0072643 *	3/20/2020	Daniel Jedig	RFND - PAVILION MAR21/2020 01-170-006-12063	\$300.00
0072645	3/20/2020	Kingsville Home Hardware	KEY & ID TAGS 01-170-099-60315	\$17.44
0072645	3/20/2020	Kingsville Home Hardware	PARTS 01-170-099-60335	\$133.49
0072645	3/20/2020	Kingsville Home Hardware	KEYS 01-170-099-60315	\$8.76
0072645	3/20/2020	Kingsville Home Hardware	GLOVES 01-170-099-60335	\$10.49
0072645	3/20/2020	Kingsville Home Hardware	KEYS 01-170-099-60315	\$43.80
0072646*	3/20/2020	Kelly Krestick	P2P FORM 003 01-170-000-15000	\$59.40
0072654 *	3/20/2020	Shaun Martinho	RFND - AUD/ICE RENTAL MAR22 01-170-006-12063	\$302.70
0072672	3/20/2020	Royal Benefits Inc	BENEFITS CLAIM - FEB 2020 01-170-072-60222	\$505.58
0072682	3/20/2020	Tri-County Copiers Plus	ARENA/ADMIN COPIES 01-170-099-60301	\$58.05
0072696	3/30/2020	HYDRO ONE	Arena Complex 01-170-099-60314	\$14,141.76

**Total For Department 170**

**\$42,039.75**

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0072453	3/6/2020	Allstream Business Inc	Park Pavilion 01-171-155-60327	\$44.30
0072453	3/6/2020	Allstream Business Inc	Lions Hall 01-171-159-60327	\$41.00
0072453	3/6/2020	Allstream Business Inc	Carnegie/Arena Elevator 01-171-171-60327	\$47.98
0072463	3/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - FEB 2020 01-171-172-60341	\$410.00
0072463	3/6/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - FEB 2020 01-171-171-60341	\$793.73
0072465	3/6/2020	Cintas Canada Limited	BIA - MATS 01-171-171-60315	\$52.95
0072481	3/6/2020	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$21.89
0072481	3/6/2020	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$25.25
0072481	3/6/2020	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$13.21

**Town of Kingsville**  
**Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072481	3/6/2020	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$269.81
0072481	3/6/2020	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$39.24
0072481	3/6/2020	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-159-60314	\$164.31
0072481	3/6/2020	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$456.18
0072481	3/6/2020	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$147.60
0072481	3/6/2020	E.L.K. Energy Inc	103 Park St 01-171-135-60314	\$14.10
0072481	3/6/2020	E.L.K. Energy Inc	103 Park St 01-171-135-60314	\$525.96
0072481	3/6/2020	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$182.53
0072481	3/6/2020	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$239.66
0072481	3/6/2020	E.L.K. Energy Inc	169 Cty Rd 34W (Cottam Rotary) 01-171-099-60314	\$47.06
0072483	3/6/2020	Enbridge Gas Inc.	315 Queen St 01-171-155-60314	\$291.21
0072483	3/6/2020	Enbridge Gas Inc.	103 Park St 01-171-135-60314	\$294.21
0072519	3/6/2020	Merchant Paper Company	LIONS HALL - CHANGING STATION 01-171-159-60315	\$887.60
0072519	3/6/2020	Merchant Paper Company	WASTE RECEPTACLES 01-171-099-60315	\$3,770.41
0072532	3/6/2020	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$26.18
0072545	3/6/2020	Queens Auto Supply	PART FOR FLEET 01-171-099-60316	\$61.36
0072545	3/6/2020	Queens Auto Supply	PART FOR FLEET 01-171-099-60316	\$19.08
0072548	3/6/2020	Reliance Home Comfort	24 Mill St - Lions Hall 01-171-159-60314	\$24.00
0072553	3/6/2020	Sam's Service Facility	KIOTI - FRONT PLOW CYLINDER 01-171-099-60315	\$450.29
0072561	3/6/2020	Southpoint Equipment	FLEET MAINTENANCE 01-171-099-60316	\$117.55
0072567	3/6/2020	Tire Tyme	P&R - TIRE REPAIR 01-171-099-60316	\$25.44
0072570	3/6/2020	Town of Kingsville (water)	103 Park St 01-171-135-60314	\$66.65
0072570	3/6/2020	Town of Kingsville (water)	37 Beech St 01-171-172-60314	\$84.50
0072570	3/6/2020	Town of Kingsville (water)	21 Mill St - Lions Hall 01-171-159-60314	\$124.66
0072570	3/6/2020	Town of Kingsville (water)	28 Division St S 01-171-171-60314	\$55.50
0072570	3/6/2020	Town of Kingsville (water)	Lakeside Park Washrooms 01-171-099-60314	\$46.58
0072570	3/6/2020	Town of Kingsville (water)	Lakeside Park Pavilion 01-171-155-60314	\$133.58
0072573	3/6/2020	Truax Lumber	UNICO - MARKERPT SIENNA 01-171-172-60315	\$10.67
0072575	3/6/2020	Vertechs Elevators Ontario Inc.	ELEVATOR MAINTENANCE - MAR2020 <del>07</del> -171-171-60315	\$330.72

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072578	3/6/2020	Wolseley Canada Inc	POLY GRATE BASIN 01-171-099-60337	\$133.87
0072586	3/19/2020	Enbridge Gas Inc.	124 Fox St 01-171-176-60314	\$290.26
0072586	3/19/2020	Enbridge Gas Inc.	21 Mill St - Lions Hall 01-171-159-60314	\$588.29
0072586	3/19/2020	Enbridge Gas Inc.	28 Division St S 01-171-171-60314	\$45.93
0072586	3/19/2020	Enbridge Gas Inc.	37 Beech St 01-171-172-60314	\$230.42
0072586	3/19/2020	Enbridge Gas Inc.	122 Fox St 01-171-173-60314	\$671.03
0072593	3/19/2020	Fastenal Canada	HANDICAP BUTTON & STORAGE CAB 01-171-176-60315	\$1,267.20
0072612	3/20/2020	Cogeco	103 Park St 01-171-135-60327	\$119.90
0072629	3/20/2020	FastSigns	PARK SIGNAGE - MILLBROOK 01-171-360-72041	\$2,446.31
0072629	3/20/2020	FastSigns	BOULEVARD POST COVERS 01-171-099-60315	\$2,120.17
0072645	3/20/2020	Kingsville Home Hardware	CLEANING PADS 01-171-155-60315	\$3.97
0072645	3/20/2020	Kingsville Home Hardware	PAINT & CAULKING 01-171-155-60315	\$54.41
0072645	3/20/2020	Kingsville Home Hardware	PAINT & CAULKING 01-171-155-60315	\$44.98
0072645	3/20/2020	Kingsville Home Hardware	LAKESIDE REPAIRS 01-171-155-60315	\$14.06
0072645	3/20/2020	Kingsville Home Hardware	PAINTERS TAPE 01-171-155-60315	\$4.69
0072645	3/20/2020	Kingsville Home Hardware	PAINT 01-171-155-60315	\$41.99
0072645	3/20/2020	Kingsville Home Hardware	PAINTING SUPPLIES 01-171-155-60315	\$37.98
0072645	3/20/2020	Kingsville Home Hardware	LAKESIDE - PAINT 01-171-155-60315	\$46.99
0072645	3/20/2020	Kingsville Home Hardware	BASEBALL FOUL POLES 01-171-177-60315	\$44.95
0072645	3/20/2020	Kingsville Home Hardware	GROVEDALE - SUPPLIES 01-171-135-60315	\$15.26
0072645	3/20/2020	Kingsville Home Hardware	LAKESIDE - SUPPLIES 01-171-155-60315	\$26.98
0072645	3/20/2020	Kingsville Home Hardware	LAKESIDE - PARTS 01-171-155-60315	\$7.47
0072691	3/30/2020	Cogeco	37 Beech Street 01-171-172-60327	\$129.95
0072693	3/30/2020	Enbridge Gas Inc.	315 Queen St 01-171-155-60314	\$224.90
0072693	3/30/2020	Enbridge Gas Inc.	103 Park St 01-171-135-60314	\$643.82
0072696	3/30/2020	HYDRO ONE	1741 Jasperson Lane 01-171-177-60314	\$160.74
0072696	3/30/2020	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$26.08
0072697	3/30/2020	Reliance Home Comfort	24 Mill St - Lions Hall 01-171-159-60314	\$24.00

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department</b>			<b>171</b>	<b>\$19,823.55</b>
<b><u>173</u></b>	-			
0072453	3/6/2020	Allstream Business Inc	Boat Ramp - 599 Cedar Dr 01-173-099-60327	\$44.30
0072519	3/6/2020	Merchant Paper Company	MARINA - EYEWASH STATION 01-173-099-60335	\$27.50
0072532	3/6/2020	HYDRO ONE	Cedar Beach Marina-W Dock 01-173-099-60314	\$65.41
0072532	3/6/2020	HYDRO ONE	Cedar Island Boat Slips 01-173-099-60314	\$25.73
0072532	3/6/2020	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$19.15
0072532	3/6/2020	HYDRO ONE	Boat Ramp Booth - 599 Cedar Dr 01-173-099-60314	\$45.83
0072534	3/6/2020	On The Water Designs	DEP-MARINA RAMP/FLOAT'G DOCK 01-173-360-72049	\$24,165.90
0072582	3/6/2020	XPlornet Communications Inc	MARINA COMMUNICATIONS 01-173-099-60327	\$59.99
0072696	3/30/2020	HYDRO ONE	Cedar Beach Marina-W Dock 01-173-099-60314	\$69.02
0072696	3/30/2020	HYDRO ONE	Cedar Island Boat Slips 01-173-099-60314	\$25.63
0072696	3/30/2020	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$25.63
0072696	3/30/2020	HYDRO ONE	Boat Ramp Booth - 599 Cedar Dr 01-173-099-60314	\$44.08
<b>Total For Department</b>			<b>173</b>	<b>\$24,618.17</b>
<b><u>175</u></b>	-			
0072468 *	3/6/2020	Mindy Colenutt	RFND - KIDS IN THE KITCHEN 01-175-099-60627	\$60.00
0072478	3/6/2020	Maggie Durocher	REFRESHMENTS - FOLK FEST MTG 01-175-099-60254	\$136.05
0072487	3/6/2020	Essex Free Press	AD - FAMILY DAY 01-175-099-60628	\$295.58
0072510	3/6/2020	Amanda Keller	MILEAGE - NOV 12-JAN 29, 2020 01-175-099-60400	\$29.33
0072515	3/6/2020	Loblaw Inc.	FAMILY DAY - FREE SOUP 01-175-099-60628	\$21.65
0072550 *	3/6/2020	Melissa Roy	RFND KIDS IN THE KITCHEN 01-175-099-60627	\$60.00
0072552 *	3/6/2020	Jamie Salter	RFND KIDS IN THE KITCHEN 01-175-099-60627	\$60.00
0072674	3/20/2020	South West Area Recreation Gt	ANNUAL PARTNERSHIP 2020 01-175-099-60629	\$1,000.00
0072680	3/20/2020	Sun Parlour Folk Music Society	2020 SPONSORSHIP 01-175-099-60680	\$20,000.00

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department</b>			<b>175</b>	<b>\$21,662.61</b>
<b><u>177</u></b>	-			
0072447	3/6/2020	1544919 Ontario Inc	HG - RADIOS/PA SYSTEM - 50%DEP 01-177-099-60327	\$2,443.26
0072467	3/6/2020	Clans and Scottish Societies of	HG - MEMBERSHIP FEES 2020 01-177-099-60306	\$50.00
0072529	3/6/2020	Helen C Noels	HIGHLAND GAMES - EXPENSES 01-177-099-60306	\$18.01
0072529	3/6/2020	Helen C Noels	HIGHLAND GAMES - EXPENSES 01-177-099-60306	\$18.01
0072529	3/6/2020	Helen C Noels	HIGHLAND GAMES - EXPENSES 01-177-099-60301	\$134.59
0072529	3/6/2020	Helen C Noels	HIGHLAND GAMES - EXPENSES 01-177-099-60306	\$12.52
0072529	3/6/2020	Helen C Noels	HIGHLAND GAMES - EXPENSES 01-177-099-60306	\$18.01
0072541	3/6/2020	Douglas J. Plumb	HG - WOODEN STAKES/HAMMER 01-177-099-60783	\$74.25
0072569	3/6/2020	Tourism Windsor Essex Pelee I	HG-TWEPI VISITORS GUIDE 01-177-099-60306	\$202.50
<b>Total For Department</b>			<b>177</b>	<b>\$2,971.15</b>
<b><u>180</u></b>	-			
0072459 *	3/6/2020	Antonio Catrini	RFND APP FEE - 61 ROAD 4 E 01-180-062-40684	\$617.60
0072544	3/6/2020	Purolator Courier Service	COURIER SERVICES 01-180-099-60305	\$28.84
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 01-180-099-60327	\$45.79
0072614	3/20/2020	Kathryn Cormier	CCIP GRANT-ENERGY EFFICIENCY 01-180-360-71741	\$2,487.50
0072629	3/20/2020	FastSigns	YELLOW SIGNS STAKES 01-180-099-60306	\$163.83
0072663	3/20/2020	Pearsall Marshall Halliwell & Se	REG OF SPA/01/2020 01-180-099-60326	\$330.49
<b>Total For Department</b>			<b>180</b>	<b>\$3,674.05</b>
<b><u>181</u></b>	-			
0072455	3/6/2020	Banded Goose Brewing Co.	BIA DOLLARS BATCH 14-2019 01-181-028-20217	\$320.00
0072456	3/6/2020	Christina Bedal	HERO PRIZE 01-181-099-60306	\$50.00
0072456	3/6/2020	Christina Bedal	SWOTC CONF FEES - S HAEFLING 01-181-099-60819	\$180.00

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072456	3/6/2020	Christina Bedal	MILEAGE - MAR 3 - 4, 2020 01-181-099-60819	\$148.76
0072493	3/6/2020	Flower Fashions	FLOWERS - BIA AGM 01-181-099-60317	\$81.41
0072497	3/6/2020	Global Leasing	BIA COPIER LEASE-APR-JUN/2020 01-181-099-60301	\$179.38
0072505	3/6/2020	Jack's Gastropub & Inn 31	BIA DOLLARS BATCH 14-2019 01-181-028-20217	\$1,180.00
0072538	3/6/2020	Pelee Island Winery	AGM FEB 25, 2020 01-181-170-60816	\$212.78
0072584	3/19/2020	Bell Canada	BIA Phone 01-181-099-60327	\$123.38
0072584	3/19/2020	Bell Canada	BIA Internet 01-181-099-60327	\$36.63
0072601	3/20/2020	Banded Goose Brewing Co.	REFRESHMENTS - BIA AGM 01-181-170-60816	\$50.88
0072603	3/20/2020	Christina Bedal	VISTAPRINT - SARA BUSINESS CRD 01-181-099-60301	\$41.76
0072635	3/20/2020	Green Heart Catering	REFRESHMENTS - BIA AGM 01-181-170-60816	\$50.88
0072650	3/20/2020	Leamington District Chamber of	LEAMING CHAMBER MEMBERSHIP 01-181-099-60320	\$135.08
0072653	3/20/2020	The Main Grill and Ale House	REFRESHMENTS - BIA AGM 01-181-170-60816	\$50.88
0072656	3/20/2020	Mettawas Station	REFRESHMENTS - BIA AGM 01-181-170-60816	\$50.88
0072670	3/20/2020	RKM Awards & Promotional Prc	HERO AWARDS 01-181-099-60317	\$15.26
0072681	3/20/2020	The Grove Brewery	REFRESHMENTS - BIA AGM 01-181-170-60816	\$50.88

**Total For Department 181 \$2,958.84**

**184** -

0072500	3/6/2020	Hall Telecommunications Suppl	TEXTNET SERVICE 01-184-099-63300	\$172.99
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**Total For Department 184 \$172.99**

**185** -

0072497	3/6/2020	Global Leasing	BIA COPIER LEASE-APR-JUN/2020 01-185-099-60307	\$179.38
0072584	3/19/2020	Bell Canada	BIA Toll Free 01-185-099-60327	\$12.24
0072655	3/20/2020	MDB Insight Inc	BR&E PROJECT 4/5 01-185-099-63114	\$10,915.79
0072677	3/20/2020	Speedprint Inc.	ECDEV - DISPLAY 01-185-099-63103	\$580.61
0072677	3/20/2020	Speedprint Inc.	ECDEV - COUNTERS 01-185-099-63103	\$1,345.88
0072677	3/20/2020	Speedprint Inc.	ECDEV - BANNERS 01-185-099-63103	\$599.57

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department</b>			<b>185</b>	<b>\$13,633.47</b>
<b>186</b>	-			
0072607	3/20/2020	Veronica Brown	RESEARCH ASSISTANT - JAN 2020 01-186-099-63200	\$420.00
0072607	3/20/2020	Veronica Brown	RESEARCH ASSISTANT - FEB 2020 01-186-099-63200	\$420.00
<b>Total For Department</b>			<b>186</b>	<b>\$840.00</b>
<b>201</b>	-			
0072470	3/6/2020	comPeters inc.	LOCATE SOFTWARE - MARCH 2020 02-201-099-63020	\$381.60
0072479	3/6/2020	Economy Rental Centre	VAC TRAILER - FILTER 02-201-099-60316	\$31.64
0072502	3/6/2020	Hurricane SMS Inc	EMERG SHUTOFF-BROKEN ROD 02-201-099-63020	\$839.52
0072504*	3/6/2020	Jillian Imeson	RFND WTR - 107 CTY RD 27 E 02-201-006-12067	\$10.44
0072522	3/6/2020	Monarch Office Supply	OFFICE SUUPLIES - FEB 2020 02-201-099-60301	\$7.08
0072527	3/6/2020	N.J. Peralta Engineering Ltd.	ENG SERVICE-SUMAC DR WTRMAIN 02-201-360-71953	\$1,304.56
0072540	3/6/2020	Andrew Plancke	STOCK REPLACEMENTS 02-201-099-60357	\$200.40
0072543	3/6/2020	Pro Bid Contractors Ltd.	WTR MAIN BREAK - 1585 UNION AV 02-201-099-63030	\$2,806.54
0072545	3/6/2020	Queens Auto Supply	TRACTORS - OIL FUNNELS 02-201-099-60335	\$29.51
0072545	3/6/2020	Queens Auto Supply	LATEX GLOVES 02-201-099-60335	\$43.70
0072553	3/6/2020	Sam's Service Facility	12-01 - HEADLIGHTS MODULE 02-201-099-60316	\$741.15
0072568 *	3/6/2020	Linda Toews	RFND WTR - 23 JAN'S CRES 02-201-006-12067	\$22.91
0072592	3/19/2020	Telus Mobility	CELL PHONES - FEB 28-MAR27/20 02-201-099-60327	\$320.54
0072606	3/20/2020	Bridgeview Customs Brokers Li	BROKER COSTS - TRUCK MOUNT 02-201-099-60302	\$33.62
0072609	3/20/2020	Canada Post Corporation	WTR KG&GN ARREARS & TX REMIND 02-201-099-60303	\$2,941.68
0072620	3/20/2020	DiMenna Excavating	DAYLIGHT WTRMAIN - TIE IN 02-201-360-71952	\$1,017.60
0072621	3/20/2020	Economy Rental Centre	AIR FILTER - CEMENT SAW 02-201-099-60316	\$23.04
0072621	3/20/2020	Economy Rental Centre	WATER SERVICE - UNION AVE 02-201-099-63025	\$286.45
0072645	3/20/2020	Kingsville Home Hardware	SHOP - SOAP 02-201-099-60335	\$18.27
0072645	3/20/2020	Kingsville Home Hardware	BRUSH - FLEET WASHING 02-201-099-60335	\$49.53

**Town of Kingsville  
Council Summary Report**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Cheque Amount</b>
0072645	3/20/2020	Kingsville Home Hardware	SHOP - SOAP 02-201-099-60335	\$6.90
0072647	3/20/2020	KTI Limited	SMARTPOINTS FOR PITS 02-201-099-63015	\$5,698.90
0072666	3/20/2020	Queens Auto Supply	STOCK - ABSORBENT 02-201-099-60335	\$38.83
0072666	3/20/2020	Queens Auto Supply	SERVICE - TRAILER 02-201-099-60316	\$63.29
0072666	3/20/2020	Queens Auto Supply	WACHS TRAILER - NOZZLES 02-201-099-60316	\$18.27
0072667	3/20/2020	RC Spencer Associates Inc.	WATERMAIN EXT - SW SERV AREA 02-201-360-71952	\$3,831.26
0072672	3/20/2020	Royal Benefits Inc	BENEFITS CLAIM - FEB 2020 02-201-072-60222	\$481.50
0072689	3/20/2020	Wolseley Canada Inc	PW STOCK - SUPPLIES 02-201-099-63030	\$602.40
0072689	3/20/2020	Wolseley Canada Inc	PW STOCK - SUPPLIES 02-201-099-63025	\$2,265.78
<b>Total For Department 201</b>				<b>\$24,116.91</b>
<b><u>242</u></b>	-			
0072477	3/6/2020	Dillon Consulting	LAKESIDE PARK-TRUNK SAN. S 02-242-360-71864	\$649.79
0072477	3/6/2020	Dillon Consulting	K'VILLE SAN SYS - MASTER PLAN 02-242-360-71357	\$8,404.66
0072481	3/6/2020	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$61.97
0072481	3/6/2020	E.L.K. Energy Inc	Bernath Pump Station 02-242-099-60314	\$42.00
0072481	3/6/2020	E.L.K. Energy Inc	67 Heritage Sewage 2 02-242-099-60314	\$3,301.14
0072481	3/6/2020	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$961.08
0072532	3/6/2020	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$67.40
0072532	3/6/2020	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$76.91
0072532	3/6/2020	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$327.10
0072532	3/6/2020	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$143.71
0072532	3/6/2020	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$14,940.27
0072532	3/6/2020	HYDRO ONE	1902 Heritage Rd Pump 5 02-242-099-60314	\$56.71
0072532	3/6/2020	HYDRO ONE	18 Hwy Lane Sewage Lagoon 02-242-099-60314	\$119.73
0072532	3/6/2020	HYDRO ONE	Forcemain over Bridge 02-242-099-60314	\$26.26
0072561	3/6/2020	Southpoint Equipment	DIAGNOSE TRACTOR 02-242-099-60316	\$455.34
0072659	3/20/2020	Ontario Clean Water Agency	ENBRIDGE - DEC 16-JAN 20/2020 02-242-099-60314	\$2,954.94

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0072659	3/20/2020	Ontario Clean Water Agency	ENBRIDGE - JAN 20-FEB 19/2020 02-242-099-60314	\$2,844.31
0072659	3/20/2020	Ontario Clean Water Agency	OPERATIONS & MAINT - MAR 2020 02-242-320-64360	\$84,489.69
0072696	3/30/2020	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$73.02
0072696	3/30/2020	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$75.73
0072696	3/30/2020	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$419.19
0072696	3/30/2020	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$174.11
0072696	3/30/2020	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$19,659.43
0072696	3/30/2020	HYDRO ONE	1902 Heritage Rd Pump 5 02-242-099-60314	\$60.63
0072696	3/30/2020	HYDRO ONE	Forcemain over Bridge 02-242-099-60314	\$26.28
0072696	3/30/2020	HYDRO ONE	1460 Road 2 East Pump 02-242-099-60314	\$988.94

**Total For Department    242                    \$141,400.34**

**243**    -

0072477	3/6/2020	Dillon Consulting	COTTAM SAN SEWAGE UPGRADE 02-243-360-71950	\$9,580.60
0072481	3/6/2020	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$492.71
0072481	3/6/2020	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$49.98
0072481	3/6/2020	E.L.K. Energy Inc	16 whitewood (Behind) 02-243-328-64365	\$97.36
0072481	3/6/2020	E.L.K. Energy Inc	168 Cty Rd 27 N - Lagoon 02-243-099-60314	\$518.08
0072498	3/6/2020	Golder Associates	SERVICES - COTTAM LAGOONS 02-243-360-71950	\$2,951.04
0072499	3/6/2020	Gosfield North Communications	Pump House Alarm 02-243-099-60327	\$48.15
0072619	3/20/2020	Dillon Consulting	COTTAM SAN SEWAGE UPGRADE 02-243-360-71950	\$27,538.38
0072659	3/20/2020	Ontario Clean Water Agency	OPERATIONS & MAINT - MAR 2020 02-243-320-64360	\$6,175.42

**Total For Department    243                    \$47,451.72**

\* Note GST Rebate details are omitted, but are included in the totals                    **\$1,302,041.01**



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

**Date:** April 15, 2020  
**To:** Mayor and Council  
**Author:** Tim Del Greco, Manager of Municipal Services  
**RE:** Reconstruction of Jasperson Drive  
**Report No.:** MS2020 – 09

---

## **AIM**

To award a tender for Jasperson Drive reconstruction.

## **BACKGROUND**

During the January 16<sup>th</sup> 2020 Budget Meeting, Council approved reconstruction of Jasperson Drive from Peachwood Drive to Woodycrest Ave. This project includes the following:

- Installation of new watermain, storm and sanitary sewer, and street lighting.
- Reconstruction of curb and gutter and asphalt road surfacing.
- Reconstruction of existing asphalt multi-use pathway and driveway aprons.
- Installation of a centre turning lane.
- Installation of a pedestrian crossing.
- Servicing for the new school site and a potential residential development.

There are additional future phases of construction for this project. Phase two extends Jasperson Drive north to Road 2 East eliminating the s-curve near Woodycrest Ave. Phase three includes reconstruction from Peachwood Drive to Applewood Road.

Attached in Appendix A is a map of the project for your reference.

## **DISCUSSION**

A tender for Jasperson Drive reconstruction was advertised on March 11<sup>th</sup>, 2020 and closed on April 15<sup>th</sup>, 2020. Ten bids were received. The results (excluding HST) of the top five are as follows:

<b>Contractor / Vendor Name</b>	<b>Bid Amount</b>
Sherway Contracting (Windsor) Limited	\$1,646,782
J&J Lepera Infrastructures	\$1,670,000
Amico Infrastructures Incorporated	\$1,696,000
Coco Paving Incorporated	\$1,719,250
D'Amore Construction Limited	\$1,855,215

Sherway Contracting is able to satisfy requirements relating to experience with similar projects, bonding, and insurance while providing the lowest cost proposal. Therefore, the recommendation is to proceed with this vendor. Peralta Engineering has also endorsed this recommendation (see Appendix B for their tender review letter).

An information session was held at the municipal office on February 18<sup>th</sup>, 2020 presenting plans for reconstruction to the public. Comments received during this information session as well as via email are attached in Appendix C for your reference. This includes twenty-two comment cards mainly pertaining to the new school development and traffic calming.

Comments in regards to the new school may be better suited for discussion during the public consultation process and/or site plan approval process for this development. Requests for traffic calming should be assessed using actual traffic data as per Town Policy. These calming requests can be evaluated post construction and implemented should they be warranted.

#### Traffic Control and Work Schedule

Final traffic control plans and timelines for construction will be discussed with the contractor following tender award and shared with the public prior to commencement. That said, the following is anticipated.

The contractor will maintain access to homes within the construction zone for the duration of the project. Through traffic will not be permitted and directed around via detour routes. Passenger vehicles approaching from Road 2 East can be detoured along Kratz Sideroad or Division Street North. Passenger vehicles approaching from Main Street East can utilize Peachwood Drive as a detour.

Sherway Contracting has indicated fifty working days are required for completion. Construction is to commence in May pending no further delays as a result of Covid-19.

Phase two of this project will be included in the 2021 Capital Budget for Council deliberation.

#### **LINK TO STRATEGIC PLAN**

To become a leader in sustainable infrastructure renewal and development.

#### **FINANCIAL CONSIDERATIONS**

\$2,100,000 is allocated in the Capital Budget for Jasperson Drive reconstruction. Should Council award the tender to Sherway Contracting, an estimated \$1,850,000 will be expensed towards all engineering, construction, and inspection services.

The budgetary surplus as noted above can be utilized towards other 2020 capital projects should they accumulate a deficit.

## **CONSULTATIONS**

Kingsville Administration  
Peralta Engineering  
Kingsville Residents (Public Information Session)  
Sherway Contracting

## **RECOMMENDATION**

That Council award the Jasperson Drive reconstruction tender to Sherway Contracting (Windsor) Limited in the amount of \$1,646,782 (excluding HST) and authorize the Mayor and Clerk to execute the requisite agreement.

*Tim Del Greco*

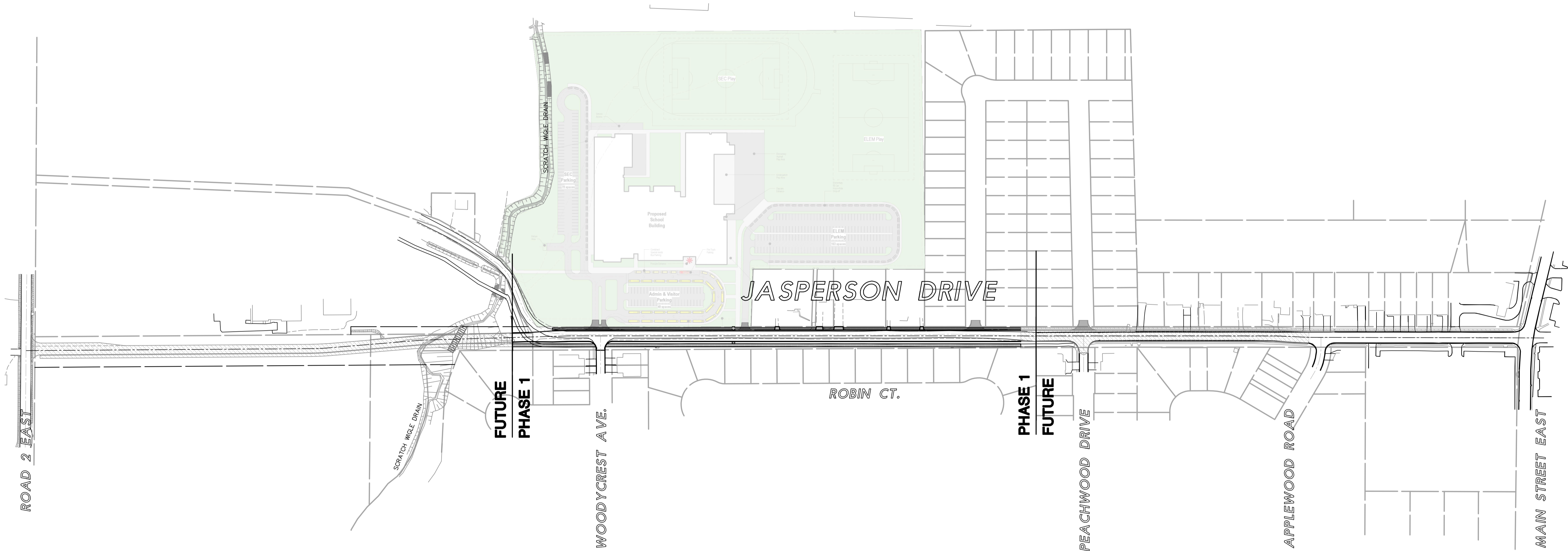
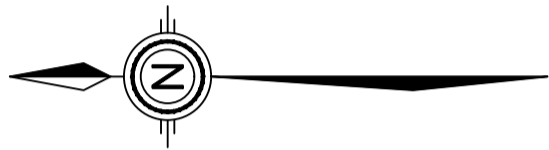
Tim Del Greco, P.Eng  
Manager of Municipal Services

*G. A. Plancke*

G.A. Plancke, Civil Eng. Tech (Env.)  
Director of Municipal Services

100mm  
80mm  
60mm  
40mm  
20mm  
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Original Sheet Size ARCH D

Appendix A



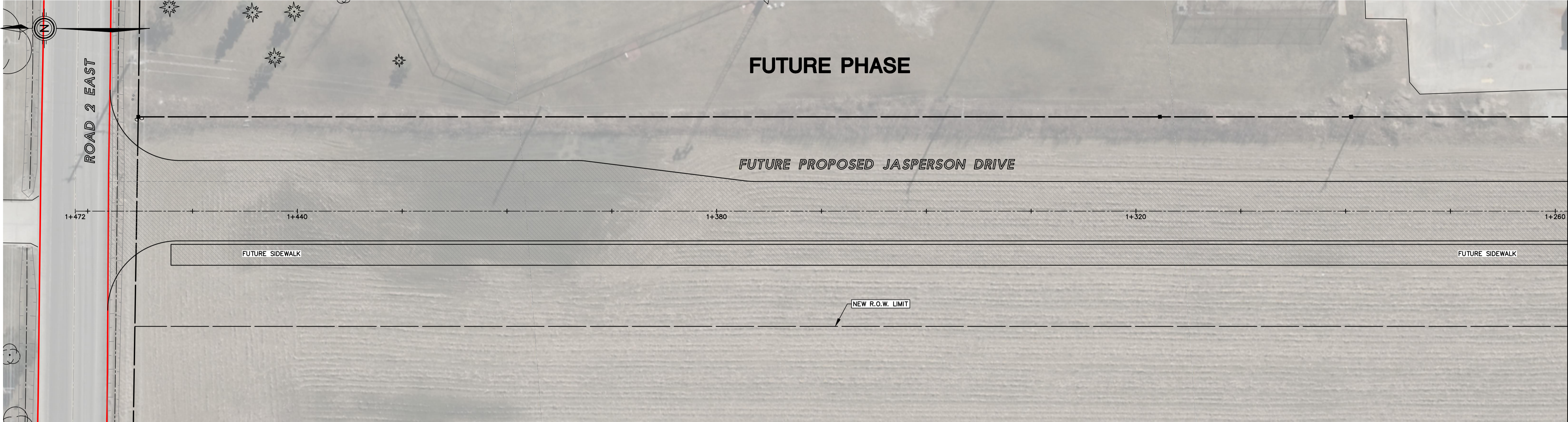
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GENERAL NOTES:

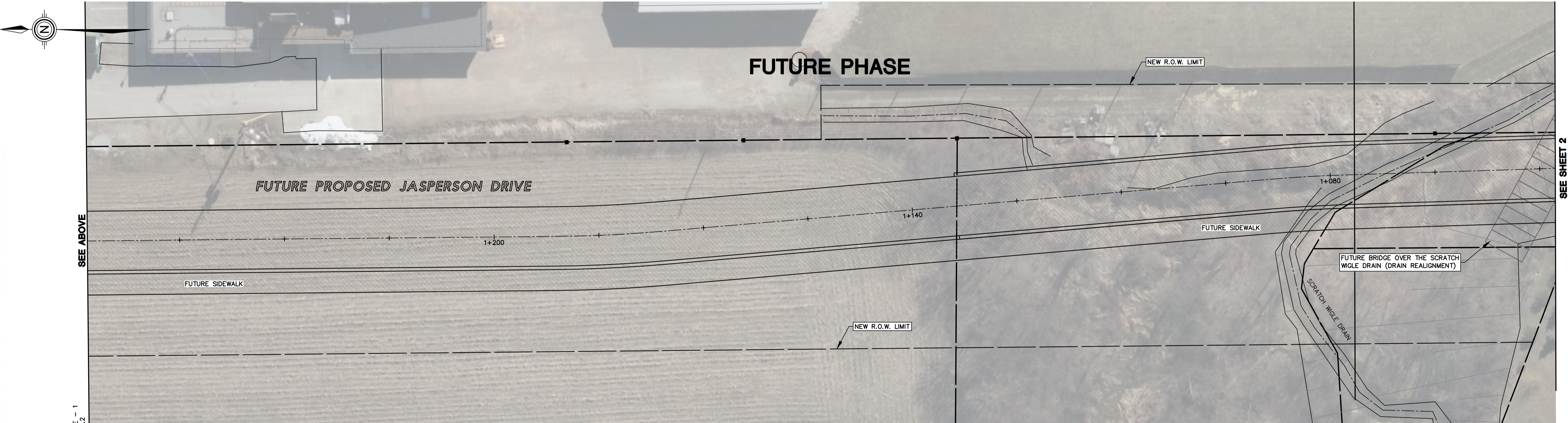
- THE ACCURACY OF THE UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED BY THE OWNER OR N.J. PERALTA ENGINEERING LTD. OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE OR LOCATION SHOWN. CONTRACTOR TO SUPPORT UTILITIES WHEN ENCOUNTERED.
- ALL PLAN DIMENSIONS AND ELEVATIONS SHOWN IN METRES UNLESS OTHERWISE NOTED. DIMENSIONS NOTE HORIZONTAL DISTANCE ALONG GROUND UNLESS OTHERWISE NOTED.

ISSUED FOR:	BY:	YY/MM/DD
ISSUES/REVISIONS:		
<div><p><b>N. J. Peralta</b> <b>Engineering Ltd.</b> Consulting Engineers</p><p>45 Division Street North Kingsville, ON N9Y 1E1 P: 519-733-6587 www.peraltaengineering.com</p></div>		
ENGINEERING STAMP:		
CLIENT/PROJECT/ADDRESS		
<p>TOWN OF KINGSVILLE</p> <p>JASPERSON DRIVE ROAD RECONSTRUCTION</p> <p>MAIN STREET WEST, KINGSVILLE</p>		
SHEET TITLE:		
<p>JASPERSON DRIVE</p> <p>PROJECT OVERVIEW PLAN</p>		
DESIGNED BY:	DATE:	
J.H. / B.N.D.	MAR. 13, 2020	
DRAWN BY:	SCALE:	
J.H. / B.N.D.	1:2,000 (H)	
SHEET:	OF:	
1	4	
PROJECT No.: E18-064		

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RECONSTRUCTION WORKS PLAN  
Scale = 1:300



RECONSTRUCTION WORKS PLAN  
Scale = 1:300

LEGEND:

- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT

ISSUED FOR:	BY:	YY/MM/DD

ISSUES/REVISIONS:

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

45 Division Street North  
Kingsville, ON N9Y 1E1  
P: 519-733-6587  
www.peraltaengineering.com

ENGINEERING STAMP:

CLIENT/PROJECT/ADDRESS

TOWN OF KINGSVILLE

JASPERSON DRIVE  
ROAD  
RECONSTRUCTION

MAIN STREET WEST, KINGSVILLE

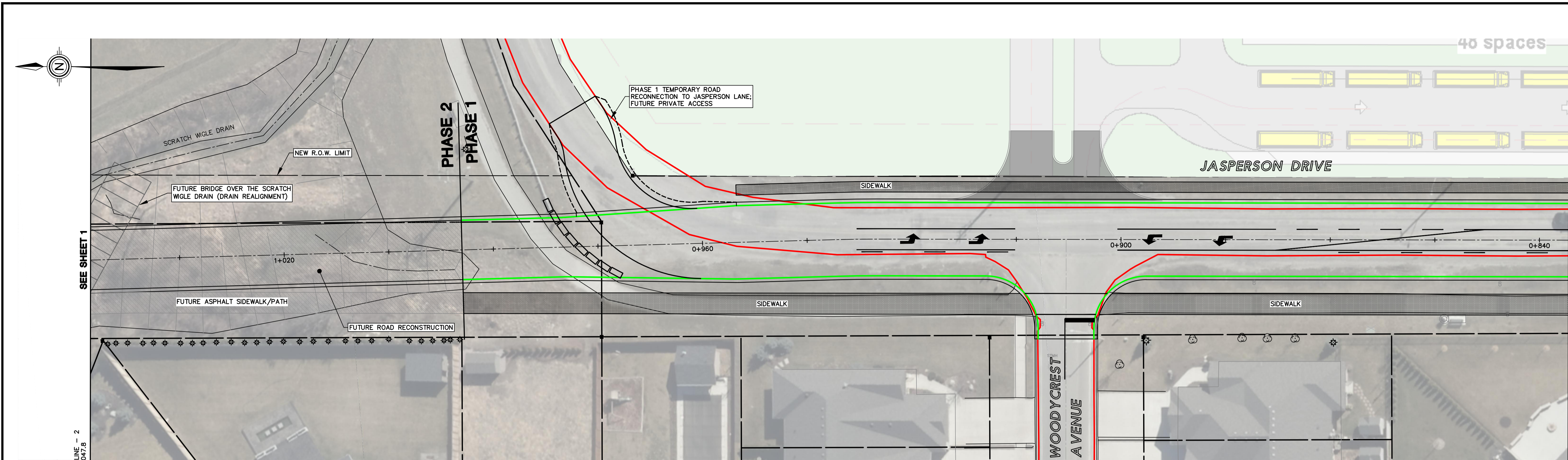
SHEET TITLE:

JASPERSON DRIVE

RECONSTRUCTION WORKS PLAN

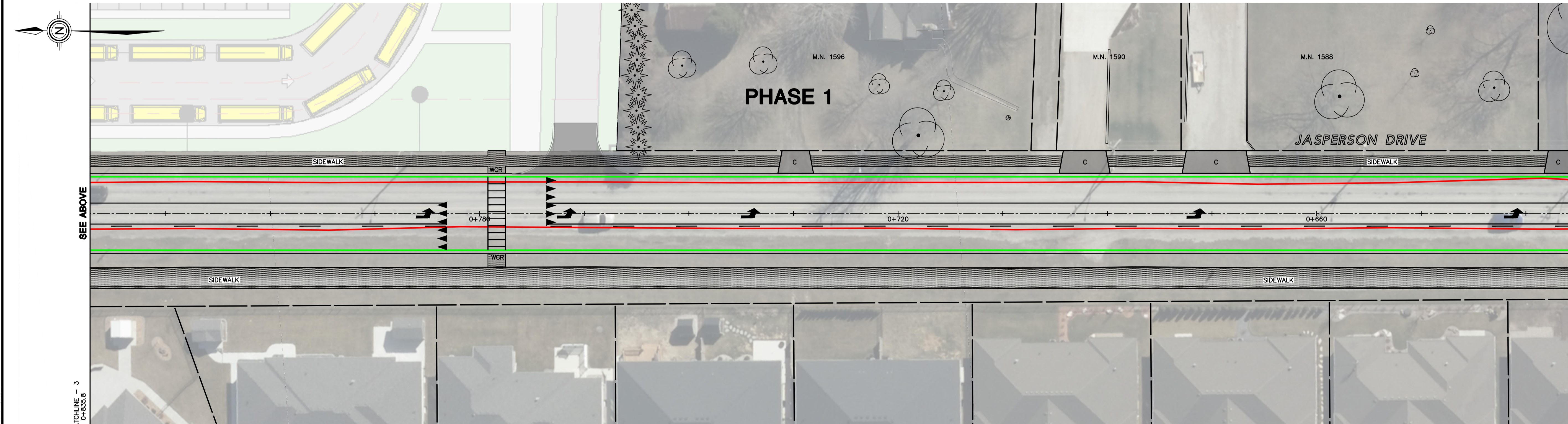
DESIGNED BY:	DATE:
J.H. / B.N.D.	MAR. 13, 2020
DRAWN BY:	SCALE:
J.H. / B.N.D.	1:300 (H)
SHEET:	OF:
2	4
PROJECT No.: E18-064	

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RECONSTRUCTION WORKS PLAN

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RECONSTRUCTION WORKS PLAN

Scale = 1:300

LEGEND:

- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT


ISSUED FOR: BY: YY/MM/DD

ISSUES/REVISIONS:

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

45 Division Street North  
Kingsville, ON N9Y 1E1  
P: 519-733-6587  
www.peraltaengineering.com

ENGINEERING STAMP:

CLIENT/PROJECT/ADDRESS

TOWN OF KINGSVILLE

JASPERSON DRIVE  
ROAD  
RECONSTRUCTION

MAIN STREET WEST, KINGSVILLE

SHEET TITLE:

JASPERSON DRIVE

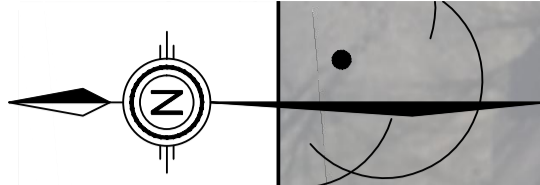
RECONSTRUCTION WORKS PLAN

DESIGNED BY: J.H. / B.N.D. DATE: MAR. 13, 2020

DRAWN BY: J.H. / B.N.D. SCALE: 1:300 (H)

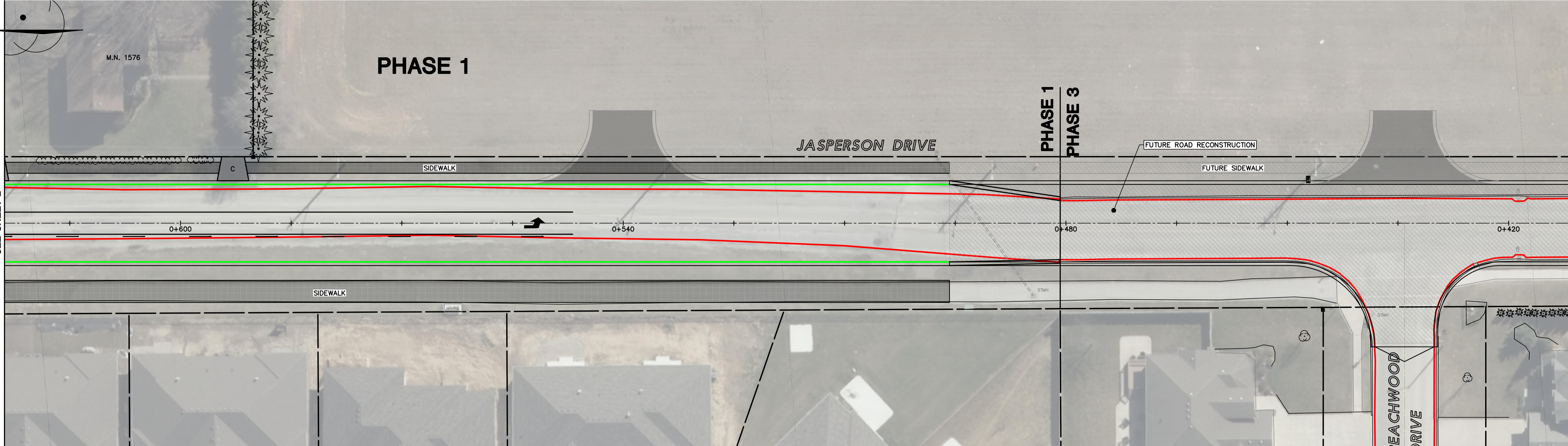
SHEET: 3 OF: 4

PROJECT No.: E18-064



SEE SHEET 2

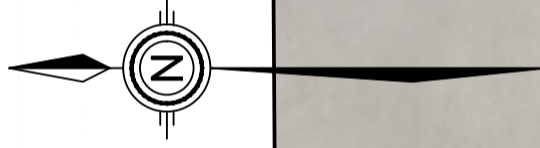
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MATCHLINE - 5  
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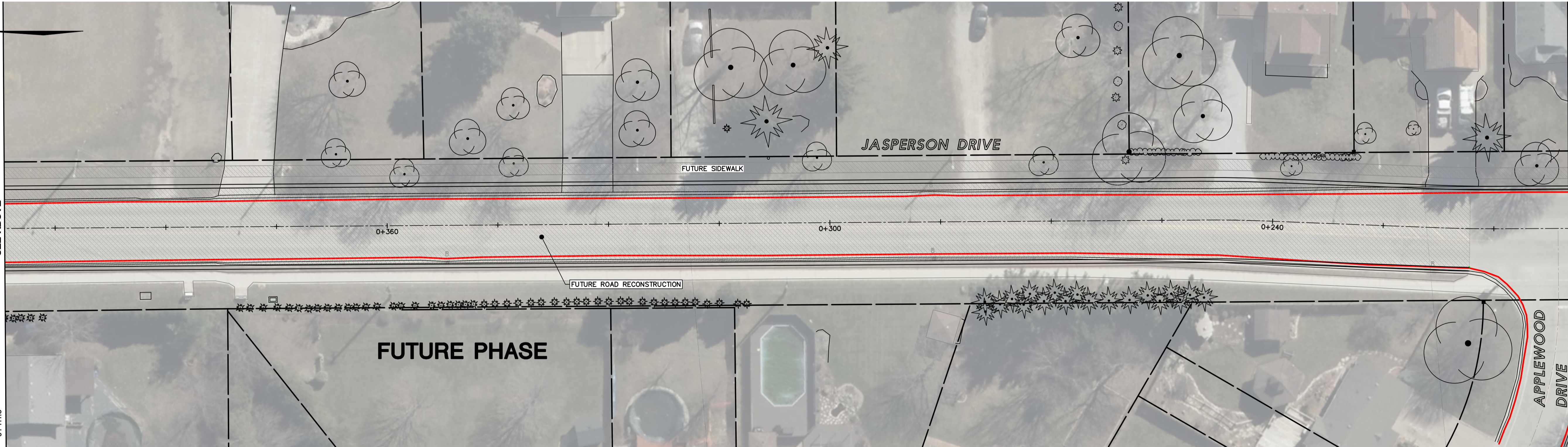
SEE BELOW

RECONSTRUCTION WORKS PLAN  
Scale = 1:300



SEE ABOVE

MATCHLINE - 5  
0+411.8



MATCHLINE - 6  
0+199.9

RECONSTRUCTION WORKS PLAN  
Scale = 1:300

LEGEND:

- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT


ISSUED FOR:	BY:	YY/MM/DD
-------------	-----	----------

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

45 Division Street North  
Kingsville, ON N9Y 1E1  
P: 519-733-6587  
www.peraltaengineering.com

ENGINEERING STAMP:

CLIENT/PROJECT/ADDRESS

TOWN OF KINGSVILLE

JASPERSON DRIVE  
ROAD  
RECONSTRUCTION

MAIN STREET WEST, KINGSVILLE

SHEET TITLE:

JASPERSON DRIVE

RECONSTRUCTION WORKS PLAN

DESIGNED BY: J.H. / B.N.D.	DATE: MAR. 13, 2020
DRAWN BY: J.H. / B.N.D.	SCALE: 1:300 (H)
SHEET: <b>4</b>	OF: <b>4</b>
PROJECT No.: E18-064	

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

Consulting Engineers

**Via email**

April 16th, 2020

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

Attention: Tim Del Greco P.Eng., Manager of Municipal Services

Dear Tim:

**SUBJECT:** Tender Review Letter

**PROJECT:** JASPERSON DRIVE ROAD RECONSTRUCTION FOR THE  
 CORPORATION OF THE TOWN OF KINGSVILLE  
 Town of Kingsville, County of Essex  
 Project No. E-18-064

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 Wednesday, April 15th, 2020. A total of ten (10) tenders were received for the project. 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.	Sherway Contracting (Windsor) Limited	\$1,646,782.00	10	50
2.	J&J Lepera Infrastructures Inc.	\$1,670,000.00	7	120
3.	Amico Infrastructures Inc.	\$1,696,000.00	20	60
4.	Coco Paving Inc.	\$1,719,250.00	14	90

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

The lowest tender received was submitted by Sherway Contracting (Windsor) Limited (Sherway) for the amount of \$1,646,782.00 (excluding H.S.T). We have reviewed the Tender from Sherway and found it to have no mathematical errors. Additionally, we note that their Tender is approximately 15% lower than the engineering estimate for this project prepared in October of 2019. The Contractors start date and number of working days are satisfactory.


After reviewing the tender, and with Sherway submitting the lowest bid, together with their previous experience with projects of this type, we would recommend that the Town of Kingsville award this Tender to Sherway Contracting (Windsor) Limited in the amount of **\$1,646,782.00** plus H.S.T. for a total tender price of **\$1,860,863.66**.

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 do not hesitate to 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.



## **Comment Card**

### **JASPERSON RECONSTRUCTION**

**Please write your contact information below as well as any comments you may have regarding this project.**

**This comment card may be publically viewed during a future Regular Meeting of Council.**

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**This reconstruction requires consideration and mitigation of future negative effects on traffic, noise, and public safety affecting both local residents and the school students and staff accessing Jasperson once the school is completed.**

#### **Movement: Traffic and Pedestrian Safety**

**Traffic on Jasperson currently moves at a pace significantly higher than posted speed limits. It can be anticipated that once the "S curve" north of Woodycrest Ave. is straightened the speed of traffic is likely to increase. To better control traffic speed and provide safer integration with two main feeder streets into Jasperson, Woodycrest Ave. and Peachwood Dr., both feeder streets should be controlled by 3-way stop signs or traffic lights to make integration onto Jasperson safer for vehicular traffic as well as pedestrians users of the three streets. Sidewalks on the east side of Jasperson would reduce the likely hood of pedestrians J-walking across Jasperson especially at school lunchtime when students would walk to and from Main Street for lunch. Parking should be restricted on Jasperson.**

#### **Noise and Nuisance Mitigation.**

**Traffic on Jasperson once the reconstruction is complete should be restricted by way of commercial traffic weight restrictions lessening noise affecting local residents while increasing traffic safety along Jasperson. Commercial traffic could be rerouted to Kratz Rd. which has only sparse residential development.**

**Plantings or other visually appealing sound reduction should be considered on portions of Jasperson to reduce the resulting increased noise the additional traffic will bring local residents.**





## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

[Redacted contact information]

#### Comments:

- ① An entrance + exit off Jasperson + Kartz Side Road would be ideal to cut down traffic on Jasperson
- ② Use LDHS layout - All Buses + Cars on Side Back of School leaving Jasperson Entrance for foot traffic only - This will eliminate buses out front + no idling of buses which could travel to houses that backup to Jasperson
- ③ Privacy fence to cut down the car noise Jasperson is already a busy road adding that amount of buses + car drop off's will be detrimental to people living on Robin Court.



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.  
This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

Comments:

- RECOMMEND 1) SOUND BARRIER/  
PRIVATE FENCE ON WEST SIDE OF  
JASPERSON
- 2) NO BUSES IDLING AT ANY POINT ON JASPERSON OR  
FRONT OF SCHOOL
  - 3) UNLOADING/LOADING OF STUDENTS NEED TO BE AT  
REAR ENTRANCE OF SCHOOL NOT JASPERSON FRONTAGE  
SIMILAR TO LEAMINGTON'S NEW SCHOOL
  - 4) BUSES SHOULD USE KRATZ SIDEROAD FOR ENTRANCE/  
EXIT TO SCHOOL NOT JASPERSON
  - 5) SPEED HUMPS ON JASPERSON - ALREADY EXCESSIVE  
SPEEDS
  - 6) SIDEWALKS ON EAST SIDE OF JASPERSON
- 
- 7) SET BACKS FROM ROADS - NOT LIKE MAIN ST  
NEW BUILDING WHICH IS PRACTICALLY ON THE ROAD  
OR NEW CONDO BLD AT THE LAKE AGAIN ON THE ROAD
  - 8) KRATZ SIDEROAD NEEDS TO BE DEVELOPED AS THE  
RING ROAD AROUND TOWN NOT JASPERSON
  - 9) CAR DROP OFF IN REAR OF SCHOOL NOT IN  
FRONT OR ON JASPERSON



## **Comment Card**

### JASPERSON RECONSTRUCTION

**Please write your contact information below as well as any comments you may have regarding this project.**

**This comment card may be publicly viewed during a future Regular Meeting of Council.**

**Name:**

**Address:**

**Phone:**

**Comments:** I believe it would be a good idea to have the buses pick up and drop off at the back of the new high school rather than the front just like the new high school in Leamington. This would reduce the noise and fumes for the house's across from the school. Also, it would be more aesthetically pleasing if the buses are out of sight.



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

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

Address: \_\_\_\_\_

#### Comments:

- ① Due to the increase of traffic with all the (buses, parents dropping off + picking up kids, high school kids that drive teachers etc) we will have increase in noise + fumes from vehicles.
- ② It will be harder to enter + exit off Woodycrest without a traffic light.
- ③ We should have a buffer of some kind along Jasperson to cut down noise + help with fumes. (trees, hedge)
- ④ Why can't they have entrance to new school off Krazy Sideroad (less houses, less traffic) something that should be addressed to Council. Less traffic grid Jasperson + Main west at light as in the past



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:



Comments:

- NOISE

- FUMES OFF OF BUSES

- TRAFFIC

- SPEED OF TRAFFIC

- Pickup & Drop off behind school  
not off Jaspersen



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

PHONE:

Comments:

Have the buses and cars that are letting off students park in the back of the school thus alleviating traffic congestion on Jasperson.

POST "NO STOPPING OR STANDING" SIGNS  
ON JASPERSON

## Comment Card

# JASPERSON RECONSTRUCTION

**Please write your contact information below as well as any comments you may have regarding this project.**

**This comment card may be publically viewed during a future Regular Meeting of Council.**

**Name:**

**Address:****Comments:**

The access/exit to the proposed building on Jasperson is extremely problematic. The volume of traffic numerous times per day (as not all classes/grades have the same daily schedule) will cause untold disruption. Access should be from Kratz or from Road 2. Approval of the plan as documented will become a traffic and pedestrian nightmare.



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

Comments:

I DON'T WANT THE BUSES  
OR CARS NEAR OR PARKING  
NEAR JASPERSON.

PLEASE PUT THEM IN THE  
BACK OF THE PROPERTY

I HAVE BRONCHIAL ASTHMA  
AND AM 85 YEARS YOUNG.



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

Comments:

Wouldn't it be better for traffic to have  
the entrance/exit to new proposed school  
location on Jasperson to come from other  
street that is not populated? (KRATZ RD)



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

#### Comments:

- ① We feel that it's a done deal & the public meetings are just a formality.
- ② We hope that they put a sidewalk across <sup>on the</sup> ~~to the~~ other side of Jaspersen, so that we do not have garbage thrown on our backyards, This will not be tolerated.
- ③ We hope that our property taxes are not increased.
- ④ We also believe, that with extra traffic & buses, ~~it~~ there would be more smog in this area, causing air pollution, and noise.
- ⑤ Even though our property values would increase, but we would have more families moving in, decreasing our ~~quiet~~ and ruining our quiet retirement dreams.



## Comment Card

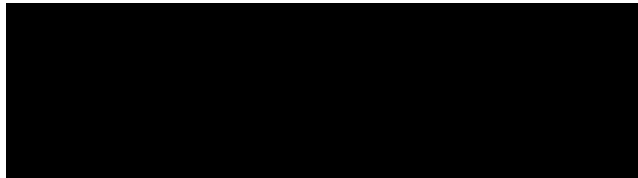
### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:



Comments:

CONCERNED ABOUT KIDS SMOKING NEAR OUR BACK YARD

NEED SOME KIND OF DRAIN FOR WATER BETWEEN WALK + PROPERTY

BUSSES SHOULD BE PARKED BEHIND SCHOOL TO ELIMINATE FUMES

FROM BACK YARDS



## **Comment Card**

### **JASPERSON RECONSTRUCTION**

**Please write your contact information below as well as any comments you may have regarding this project.**

**This comment card may be publically viewed during a future Regular Meeting of Council.**

**Name:**

**Address:**

**Comments:**

The following are questions/recommendations regarding the reconstruction of Jasperson and the plans for the new high school. If the grade of the road is raised, how is that going to affect the current standing water problem. Currently, we have standing water over the walkway, under the fence, in between the fence and walkway and most importantly in our backyards. Will "no standing" and "no stopping" signs be posted on Jasperson? This will avoid fumes and noise. What will the speed limit be? Will there be a traffic or crossing light erected? And Where? Will weight restrictions be implemented for trucks? How large will the sidewalk be and on which side of the road will it be located? We are also suggesting that the benches and garbage cans currently in place be removed so this will not encourage the students to gather and use that as a smoking area or for disposal of their garbage and cigarette butts. Regarding the school, could

1 of 2

the road east of the ballpark (off of Road 2) be used for the entrance for the school and  
also the ball diamonds?? Or perhaps another entrance or exit to help with the traffic  
on Jasperson?? Buses and cars should drop off students and pick up students away  
from the homes on Jasperson and Woodycrest to help alleviate the noise and  
congestion along with the pollution from the fumes of the vehicles. If possible can a  
wall or trees/shrubs be place in front of the school along Jasperson this will help again  
with noise and pollution but also provide privacy for the nearby homes. Most (95%) of  
the adjacent neighbourhood consists of retirees and still would like the peace and quiet  
that the neighbourhood currently enjoys. Once construction is underway we  
would like no night work or early morning if possible. We realize that you will have a  
timetable to fulfill but would again like you to be considerate of the needs of the  
neighbours. Lastly, we would request a public meeting with town council and if possible  
our local school board trustee, to meet with the neighbours impacted by this road and  
future school construction projects.

Thank you

SIDEWALK NEEDS TO BE ON EAST SIDE  
TO DISCOURAGE JAY WALKING  
WOULD COUNCIL CONSIDER A WALL,  
SHRUBS, TREES TO HELP WITH NOISE  
AND POLLUTION ON THE WEST SIDE  
OF JASPERSON WHERE THE BLACK FENCE  
IS NOW?

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## Comment Card



### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

Comments:

We are having some concerns about the buses being parked idling on the west side of the new school facing Jasperson Dr.  
It has always been our understanding that the buses would be entering the school proper off Kratz Side Road.  
We also believe it would cause a huge traffic congestion at the intersection of Jasperson and Woodcrest.



Kingsville Ontario,

**Re new construction of High School on Jasperson**

**Concerns about building in our area.**

- 1 Does it have to be there why not on the acreage on the other side of the arena.**
- 2. Have you considered the noise level of construction to our homes so close to this site.**
- 3. Have you considered the number of buses and cars clogging the area idling and emitting fumes and noise.**
- 4. Have you considered traffic congestion for us to leave or get back into our subdivision.**
- 5. The construction will create enormous amount of noise and dirt. This debris will blow and cover our homes in filth, we are retired as most here and we are not able to wash down our homes and windows ourselves. Will you be footing the bill.**
- 6. Entertaining outdoors will be limited to days you are not working. No one wants to sit outside and listen to the noise and breath in the dirt.**
- 7. Speaking of dirt blowing this soil cause all kinds of respiratory problems especially for the elderly. The soil could be contaminated with long outlawed fertilizer. Has the minister of the environment conducted three independent testing of this soil. I have been affected by this in the past.**
- 8. I am hoping this school will be moved back further than first planned to keep the noise level down.**
- 9. Construction noise bylaw, this must be kept to day hours only, please advise of this with no moving of loud construction vehicles during the night. We are entitled to a reasonable amount of peace in our old age. This too is the responsibility of all elected officials. You were elected to take care of us, we the taxpayer.**

**I think a delegation needs to be rounded up with all the powers that be for the resident taxpayers to question.**

**All who sit on city council**

2 of 3

**Mayor Nelson Santos**

**COF Peggy Van Merlo-West**

**M. P. Chris Lewis**

**Mgr. of planning Rob Brown**

**Director of Municipal Services. Andrew Plancke**

**Kim Delgreco mgr. of Municipal Services.**

**Members of the Board of Education e.g. Alan Halberstadt.**

**A mail out to all resident taxpayers regarding a public meeting in this subdivision that will be affected by this great undertaking.**

3 of 3



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

Comments:

- ① Looking at the drawings it appears that Woodcrest Ave. will be widened as it meets Jasperson Rd. True or false?
- ② There will be a large number of school buses loading and unloading students. Should there be more than one entrance and exit for them?
- ③ Waiting vehicles should obey waiting running times to avoid fumes, noise, etc!
- ④ Does the school have any plans to enter and exit vehicles onto Kratz sideroad? If not, why not!?



## **Comment Card**

### **JASPERSON RECONSTRUCTION**

**Please write your contact information below as well as any comments you may have regarding this project.**

**This comment card may be publically viewed during a future Regular Meeting of Council.**

**Name:**

**Address:**

**Comments:**

I think my first comment/complaint would be the flow of traffic on Jasperson and Woodycrest. I think another entrance near the arena would be more feasible. Another issue would be the idling of the school buses that will be parked so close to Jasperson per the plans drawn up by the school board. If these buses could be put further back from the road it could help alleviate this problem. Remember, you will have a ton of vehicles entering and exiting from school buses, staff and students. Another solution might be to construct some kind of barrier/wall to help with pollution/noise. Our neighbourhood is made of up of mostly retirees who moved here to be surrounded by older adults. Obviously with the location of this mega school the compliment of our neighbourhood could change to include younger families. I realize that this school in this location has been in the works since 2016 – under the then Liberal government. However, I feel the school board, Town of Kingsville planning and municipal services

1 of 2

should try to work with adjacent neighbourhoods to come up with solutions so we all can live cohesively together. I would like to see more dialogue take place to help alleviate any misconceptions moving forward with the project. Thank you

2 of 2



## Comment Card

### JASPERSON RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

Comments:

Concerns - Existing Trade traffic, jasperson is not  
a truck route.

- Increase in Traffic, Speed, Lack of  
Policing Run even the most basic traffic  
laws.

- Keep sidewalk ~~where~~ where it is. Very impact  
an entire street frontage when there's 1 door.

- Garbage

- Increase in Crime

- No. 130

- My basement floods because of the plan, since  
it was built, more development isn't going to help.

- Who's paying for all of this?



## **Comment Card**

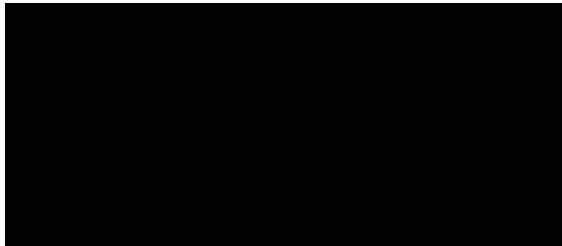
### **MAIN STREET WEST RECONSTRUCTION**

**Please write your contact information below as well as any comments you may have regarding this project.**

**This comment card may be publically viewed during a future Regular Meeting of Council.**

**Name:**

**Address:**



**Comments:**

The traffic on Jaspersen is already too busy  
Think about speed bumps on the road, we  
can't get out of the driveway now.  
Make access to school off of Kratz.  
Who is paying for new curbs, water main etc  
Our property taxes just went up.  
We will need to change our driveway in  
order to get out. This is a cost to  
homeowners due to this new plan and all  
of the build-up in only one end of  
town.



## Comment Card

### MAIN STREET WEST RECONSTRUCTION

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

Comments:

The current traffic on Jasperson is already  
insanely busy, we cannot get out of driveways  
now, kids cannot cross the street safely.  
Need multiple speed bumps on the road  
all the way down. Need access to school  
from Kratz. Already paying higher taxes  
for Wagle storm drain. Need to lower taxes  
with traffic woes now. ~~if~~ We do not  
need more traffic on Main or Jasperson.  
It's impossible now. Need to build and  
develop out on Division, or Golf course  
area. Leave in town alone.  
Also, Jasperson is currently being used  
as a truck route. Connect Kratz to new school  
parking lots, to reduce traffic on Jasperson. ↪

Need to totally dead  
end & use only  
Kratz.



## **Comment Card**

### **MAIN STREET WEST RECONSTRUCTION**

**Please write your contact information below as well as any comments you may have regarding this project.**

**This comment card may be publically viewed during a future Regular Meeting of Council.**

**Name:**

**Address:**

A large black rectangular box redacting the contact information for the comment card.

**Comments:**

*FUMES FROM SCHOOL BUSES IDLING*

Received by Tim Del Greco



## Comment Card

Feb. 24/20

### **JASPERSON RECONSTRUCTION**

Attention Tim Del Greco

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

#### **Comments:**

##### WATERLINE

September 1985 a water line was privately brought from south Jasperson, north to 3 houses, now 4, #1576, #1588, #1590 (new) & #1596. The line will be severed during road reconstruction and will have to be re-routed.

##### ROAD RECONSTRUCTION OUTLINE

- does not include sewers for #1576, #1588, #1590 & #1596
- the plan allows for sewer tie-ins to the land areas either side of these 4 houses, isolating them from service, with negative property value impact.
- gutters are needed on both sides of the road for ever-increasing water run-off, going north and ending in the nearby creek.
- to include sewers in this build would be cost effective.



## Comment Card

Feb. 24/20

### JASPERSON RECONSTRUCTION

Attention Tim Del Greco

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

#### Comments:

ROAD RECONSTRUCTION DETAILED CONVEY

- my next-door neighbours and I attended the first council meeting where the public could have input, the council told a 25 ft. buffer would exist between our property lines and new construction. We have business cards from a Mr. Pearce for any follow-up questions to do with the location of garbage, lights etc that would concern us about the school plans near our property lines.  
- that now concerns the turning lane position to the north of my property line that appears too close to me.

pg. 2 of 5



## Comment Card

Feb. 24/20

### JASPERSON RECONSTRUCTION

Attention Tim Del Greco

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

#### Comments:

#### TRAFFIC

- Jasperson Dr. already experiences fairly heavy traffic and a projected 1,700 student body, winter staff, involving more and various types of vehicles and the pedestrian flow (mostly children & teenagers)
- moving that much additional traffic, in all forms, twice a day, some winter time constraints, will be dangerous without proper management.
- it is especially unsafe for pedestrians crossing Jasperson at Pembroke Dr. and Woodhurst Ave (crossing and close curve in the road)
- imagine 2 people in #1576, #1588, #1598 & #1596 trying to leave or enter their driveways at these links!

pg. 3 of 5



## Comment Card

Feb. 24/20

### JASPERSON RECONSTRUCTION

Attention Tim Del Greco

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

#### Comments:

TRAFFIC COULD

- There is no plan for orderly and safe traffic management.
- a traffic light at Jasperson Dr. & Peachwood Dr. and one at Jasperson Dr. and Woodgreen Ave. would safely conduct the situation.
- the lane entrance on south Jasperson for the future residential build to come, would be better placed opposite Peachwood Dr. with a traffic light.
- could the traffic lights be timed for off peak volumes?
- the current traffic on Jasperson does not obey the speed limits especially at night.



## Comment Card

Feb. 24/20

### **JASPERSON RECONSTRUCTION**

Attention Tim Del Greco

Please write your contact information below as well as any comments you may have regarding this project.

This comment card may be publically viewed during a future Regular Meeting of Council.

Name:

Address:

#### **Comments:**

FARM LANEWAY between #1596 & #1590

- the laneway was to be conveyed back to #1596 when the land use was zoned residential before the rezoning there was no public consultation on the rezoning
  - the laneway was 12.5' wide but the #1590 build has encroached on this area, narrowing the overall width and making a close space between the 2 houses
  - we use the widened end for extra parking for the 2 houses
  - it also affords access to the backs of the 4 houses, if needed, by driving over my lawn.
  - I took after the moving of the laneway and went working for the end.
  - I would like the laneway conveyed back to me for reasons of privacy.
- 10.5 of 5 Thank you for considering my concerns.



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

**Date:** April 20, 2020

**To:** Mayor and Council

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

**RE:** Site Plan Amendment Application SPA/07/2020 by  
Tay Inc.  
200 Main St. E., Part of Lot 2, Concession 1 ED, Part 2, RP 12R 26799

**Report No.:** PS 2020-030

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## **AIM**

To bring forward information on the requested site plan amendment and associated amending agreement at 200 Main St. E. from Dillon Consulting as requested by Council.

## **BACKGROUND**

In December of 2019 an application for site plan amendment was presented to Council for consideration requesting approval of a change in the elevations associated with the original approved site plan. The specific changes were for approval of the second storey and extension of a covered entrance at the rear of the new medical clinic building. The site plan amendment request was refused based on concern for the impact of the second storey on the abutting neighbour to the east.

## **DISCUSSION**

The applicant has submitted a new application for site plan amendment on the subject property. After discussion with the Town the developer has agreed to provide an acceptable form of privacy screening on the second floor, east facing windows, with incorporation of this requirement into the amending site plan agreement and attachment of the new elevations. As part of the resubmission Council requested a review of the permitted uses, parking requirements and original planning report by Karl Tanner, with Dillon Consulting Ltd. Mr. Tanner has completed the requested review and provided his professional planning opinion attached as Appendix A and A-1.

## **LINK TO STRATEGIC PLAN**

Manage growth through sustainable planning.

## **FINANCIAL CONSIDERATIONS**

As a result of the changes to the building there will be an additional increase in the assessment of the property and increase in the required permit fees.

## **CONSULTATIONS**

Acting CAOs

## **RECOMMENDATION**

That Council:

receive the planning opinion on the requested site plan amendment from Karl Tanner, Dillon Consulting Limited for information purposes.

approve the requested site plan amendment to:

replace the existing single-storey elevation drawings, Appendix C, with the new two-storey elevation drawings included as Appendix D;

replace the existing site plan drawing for the medical clinic only with a revised site plan drawing Appendix B, showing the increased square footage, increase in height and addition of the covered entrance at the rear of the building;

both subject to the conditions outlined in the amended site plan agreement including the requirement for permanent privacy screening acceptable to the Town on all second floor easterly facing windows.

*Robert Brown*

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

*Jennifer Astrologo*

Jennifer Astrologo  
Director of Corporate Services

March 17, 2020

Pearsall, Marshall, Halliwill & Seaton LLP  
22 Queens Avenue  
Leamington, ON  
N8H 368

Attention: David Halliwill, MBA, LL.B.  
Shannel Diewold

3200 Deziel Drive  
Suite 608  
Windsor, Ontario  
Canada  
N8W 5K8  
Telephone  
519.948.5000  
Fax  
519.948.5054

**Planning Opinion - 200 Main Street East, Town of Kingsville, Ontario**

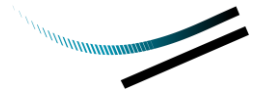
This letter is provided in response to a request from the Town of Kingsville's Council (council) for an independent Professional Planning Opinion related to the request of HVM Holdings Inc. (applicant) to amend their Site Plan Control Agreement dated February 12<sup>th</sup>, 2018 (**Appendix A**), to allow for the development of a two (2) storey Medical Clinic with a full basement at 200 Main Street East (subject property). The requested amendment would replace the approved development in the executed Site Plan Control Agreement (for a one (1) storey Medical Clinic with a full basement), to permit a two (2) storey Medical Clinic with a full basement. Review of parking, extension overhang, permitted uses, and SPA language concerning the proposed window screening are covered in this planning opinion letter.

In addition to the information package provided to me, it is understood that discussions regarding Council's concern regarding reduced privacy of adjacent residential uses and the two (2) storey Medical Clinic have taken place and it was determined that a fixed window treatment to prohibit the ability to see out of the windows of the Medical Clinic will be proposed (**Appendix C**) For the purposes of this letter, my opinion is limited to the request of the applicant for a Site Plan Control Amendment and how that request is consistent and/or conforms to Provincial, County and Municipal planning legislation and/or regulations.

**Concerns related to Applicable Planning Regulations**

Under Section 41 of the Planning Act (PA), the subject property is required to comply with Site Plan Control regulations as it is located within a designated area on Schedule "A" of the Town's Official Plan (OP). As of October 2017, the subject property has been designated as 'Residential Zone 4 Urban Exception 2 (R4.1-2)' through a rezoning by-law which is enforced by the Town's comprehensive Zoning By-law 1-2014, amended and consolidated as of April 6, 2020.

The following concerns are reviewed in the context of Site Plan Control and the Zoning By-Law regulations, they are:



Issue #1 - Parking Requirements – The subject property includes two uses (residential and medical office) which are captured by Table 4 (Residential uses) and Table 5 (Non-residential uses) of the Zoning By-Law respectively.

The residential uses (Table 4 - dwelling, apartment building) proposed, require 1.25 spaces/unit and shall have 0.25 spaces of the required spaces dedicated for visitor parking in a building containing 4 or more residential units. As there are two residential towers proposed (phase 2 and phase 3) consisting of 60 dwelling units each for a total of 120 dwelling units, then the residential use parking required is 150 parking spaces. Out of these 150 required parking spaces, the Zoning By-law requires that 19 of these spaces be dedicated for visitor parking for each building, or 38 in total.

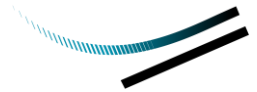
Based on the Site Plan Layout drawing AS101 which is dated April 23, 2019 and prepared by ROA Studio (**Appendix B**), there are 162 parking spaces proposed above grade provided for residential uses. This complies with the parking requirements set out in Table 4 of the Zoning By-Law as 150 parking spaces are required. Based on information provided, it is estimated that there are also 30 parking spaces proposed below grade for residential uses as part of phase 2 and phase 3.

The medical office uses (Table 5 - medical office) proposed requires 6 spaces per practitioner. As there is one medical clinic constructed (phase 1) on the site and seven practitioner office spaces proposed, then the non-residential uses parking required is 42 parking spaces.

Based on the drawing noted above (AS101), there are 45 parking spaces proposed above grade provided for the medical centre uses. This complies with the parking requirements set out in Table 5 of the Zoning By-Law as 42 parking spaces are required.

There is a total of 237 parking spaces proposed on the subject property including the estimate 30 parking spaces below grade. A markup of the AS101 drawing is attached to this letter. Based on the site plan, all parking requirements are compliant on the subject property assuming that there are no more than 120 residential dwelling units, and seven medical practitioner office spaces proposed.

Issue #2 - Extension “overhang” – A canopy overhang connected to the north side of the medical clinic building (phase 1 lot) as illustrated on the Site Plan Layout drawing AS101 which is dated April 23, 2019 and prepared by ROA Studio, appears to cross an interior lot line by 4.57 metres (15 feet) into the adjacent site where the two residential buildings (phase 2 lot) are located. The footing of the canopy overhang



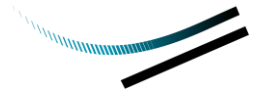
appears to be within the phase 1 area of the site but is located outside of the lot where the medical clinic building is situated. As the phase 2 lot was designed to have its main access through the phase 1 frontage, a rezoning was completed in October of 2017 to permit the development of both sites since they were designed to function as one.

The canopy overhang connected to the north side of the medical clinic building is not subject to lot line setbacks from the interior lot line as both lots (phase 1 and 2) are zoned Residential Zone 4 Urban Exception 2 (R4.1-2) which includes Zone Provision (C), ii, that allows the subject properties zoned to be deemed as a single lot or parcel of land for zoning purposes. As the two lots are considered one and building setbacks are measured from a lot line to the closest point of any part of a building or structure on the same lot, then the canopy overhang is in compliance as it meets all other setbacks. No lot line adjustments are required as the line is internal to the subject properties and not abutting adjacent sites.

Issue #3 - Permitted Uses – Any proposed uses of a Fitness Centre, or Health Studio (fitness or athletic facility), or Commercial Fitness Centre is not permitted on the subject property which falls in the Residential Zone 4 Urban (R4.1-2) category as per the Zoning By-Law. The R4.1-2 exception expands permitted uses to Neighbourhood Commercial (C1) to be permitted on the subject property which allows compatible and supportive uses required in close proximity to residential uses. The Neighbourhood Commercial (C1) uses may include but are not limited to a bank, clinic, day nursery, office, personal service establishment, convenience store and commercial plazas. Based on the permitted uses found in other zoning categories, specifically Central Commercial (C2) and General Commercial (C4) allow for Fitness centres, it is interpreted that Neighbourhood Commercial (C1) is not intended to include uses such as Fitness Centres, Health Studios or Commercial Fitness Centres. Parking counts outlined in this letter do not anticipate any proposed Fitness Centres or the like as they are not explicitly permitted on the subject property.

Issue #4 - Revised SPA – It is understood that Council's concern regarding reduced privacy of adjacent residential uses and the two (2) storey Medical Clinic have required the applicant to propose a fixed window treatment to prohibit the ability to see out of the windows of the Medical Clinic. Proposed language regarding the fixed window treatments on the second floor easterly facing windows of the medical building has been included in the draft revised SPA attached (see item vii of the General Provisions, section 21).

*vii) Second Floor Easterly Facing Windows – the Owner agrees to apply a privacy window covering acceptable to the Town to prohibit views from the second storey easterly facing window. Said covering to*



*be maintained in place and in good repair in perpetuity of this agreement.*

### **Professional Planning Opinion**

The following is my professional planning Opinion for Council's consideration with respect to the subject property's parking, extension overhang, permitted uses, and SPA language concerning the proposed window screening:

- The proposed parking as depicted on the Site Plan Layout drawing AS101 (dated April 23, 2019 and prepared by ROA Studio) is compliant with the Zoning By-Law requirements. This opinion is based on a maximum of 120 residential units and seven medical practitioners. We are not aware of other accessory uses planned for the medical facility at this time.
- The canopy overhang connected to the north side of the medical clinic building as depicted on the Site Plan Layout drawing AS101 (dated April 23, 2019 and prepared by ROA Studio) is compliant with the Zoning By-Law requirements.
- A fitness centres use (or the like) does not conform to the intended purpose of the Zoning By-Law and is not permitted under the current R4.1-2 zoning regulations.
- Draft language has been provided to carry out the will of council to require the applicant to include a permanent screening solution to prohibit any views from the inside of the second floor the windows of the medical clinic looking out to the east.

It is my professional planning opinion that council and the applicant have the information needed to proceed with the Site Plan Control Agreement with respect to the subject property.

Sincerely,

**DILLON CONSULTING LIMITED**

Karl Tanner, MCIP RPP  
Partner  
KDT/dlt

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**APPENDIX A**  
**Site Plan Control Agreement**

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## SITE PLAN AGREEMENT

**THIS AGREEMENT** made (in triplicate) this XX<sup>xx</sup> day of Month, Year.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE,**

hereinafter called the "Corporation",

**OF THE FIRST PART**

-and-

**HVM Holdings Inc.**

hereinafter called the "Owner",

**OF THE SECOND PART**

**WHEREAS** the Owner is the registered owner of land described as Pt. Lot 2, Concession 1, ED, Part 2, RP 12R 26799 and further known as 200 Main St. E., in the Town of Kingsville in the County of Essex, Province of Ontario (the "subject lands");

**AND WHEREAS** the Corporation has enacted a by-law being a By-law to establish site plan control in the Town of Kingsville pursuant to the provisions of Section 41(2) of the Planning Act, R.S.O. 1990, c.P.13;

**AND WHEREAS** development of the subject lands is subject to site plan control as provided for in the By-law;

**AND WHEREAS** the Corporation has determined that this Agreement shall also jointly apply to land described as Pt. Lot 2, Concession 1, ED, Part 1 RP 12R 26799

**AND WHEREAS** as a condition of the approval of a building permit for the said lands the Corporation and the Owner must enter into this Agreement;

### GENERAL

1. (a) **Covenant** - The Owner covenants and agrees to build, provide and maintain for the life of the development at the Owner's entire expense and to the Corporation's entire satisfaction all landscaping, buildings, parking facilities, lot grading, garbage and central storage areas, storm water management systems, rate of flow monitoring, lighting and other related items in compliance with relevant legislation and in accordance with drawings attached hereto as Schedule 'A-2020' approved and on file in the office of the Clerk of the Corporation. The Owner agrees that all development shall be in compliance with the relevant zoning provisions and in accordance with the Corporation's Development Standards Manual, as amended from time to time.

(b) **Name & Address of Corporation**  
The Corporation of the Town of Kingsville  
Attention: Corporation Solicitor  
2021 Division Road North  
Kingsville, Ontario N9Y 2Y9

(c) **Name & Address of Owner**  
HVM Holdings Inc.  
175 Pineway Park  
Kingsville, ON  
N9Y 1A2

(d) Approval Date – February 12, 2018

#### **SCHEDULES ATTACHED:**

2. Hereinafter referred to as Schedule '**A-2020**' and forming part of this agreement:

**SCHEDULE '**A-2020**' - Site Plan (Prepared by: ROA Studio Inc. and Dated April 23, 2019)**

A large format plan, referred to as Schedule '**A-2020**', is 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.

#### **LOT GRADING PLAN**

3. (a) **Lot Grading Plan** - The Owner further agrees to submit to the satisfaction of the Corporation's Chief Building Official, Ministry of Transportation (MTO), where applicable and Essex Region Conservation Authority (ERCA) in regulated areas throughout, a lot grading plan designed and executed under the seal of an engineer licenced under the *Professional Engineers Act* R.S.O. 1990, c. P.28, as amended ("Engineer") for the subject lands for the Corporation's consideration prior to the issuance of any building permits or construction permits for the subject lands, if applicable. The Owner shall ensure that the site drainage shall not affect adjacent properties.

#### **SIGNS**

4. a) **Signs** - Compliance with Approved Drawings - The Owner further agrees to submit a signage plan to the Corporation's Manager of Development Services for their approval prior to the issuance of a construction permit. Said signage plan shall include the design, size and location of all existing or proposed signs erected or located on or to be erected or located on the subject lands. In addition, this signage plan shall outline any lighting details and landscaping features associated with any signage.
- b) **Traffic Signage** - Prior to construction, the Owner agrees to provide on-site traffic and parking signage and pavement markings to the satisfaction of the Corporation (and/or the County of Essex, where applicable) and as detailed on Schedule '**A-2020**'.

#### **DIRT AND DEBRIS**

5. **Dirt and Debris** - The Owner further agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction and ongoing operation on the subject lands. The Owner further agrees to, within twenty-four (24) hours of being notified and instructed by the Corporation and/or County of Essex to do so, clean-up the streets adjacent to the subject lands and/or take dust control measures at the Owner's entire expense, failing which, the

Corporation and/or County of Essex may carry out or cause to have carried out the said work at the entire expense of the Owner.

## REPAIR OF HIGHWAY

6. **Repair of Highway** - The Owner further agrees that any curbs, gutters, pavements, sidewalks or landscaped areas on the public highway which are damaged during the construction and maintenance period shall be restored by the Owner at the Owner's entire expense and to the satisfaction of the Corporation and/or County of Essex and/or Ministry of Transportation.

## DRIVEWAY APPROACHES AND PARKING AREAS

7. (a) **Driveways** - The Owner agrees to maintain the existing driveway approaches in such manner, widths and location as approved by the Corporation or County. The portion of the entrance that is within the municipal or County right-of-way shall be maintained with a hard surface.  
  
(b) **Surfacing** – The Owner further agrees that any portion of the internal driveway aisles, loading areas and parking areas as shown on Schedule 'A-2020' shall be hard surfaced.

## PERMITS

8. **Permits** - The Owner further agrees to obtain the necessary access or other permit for any new driveway approaches, sewer taps, drain taps, or curb cuts from the Corporation and/or County of Essex, prior to the commencement of any construction on or adjacent to the public highway.

## LIGHTING

9. **Lighting** - The Owner further agrees to provide all lighting of any parking area and/or building(s) located on the subject lands. Lights used for illumination shall be designed to full cut-off standards and shall be arranged as to divert the light away from adjacent roadways and properties and minimize impact on the night sky as shown on the attached lighting plan (Schedule B). All exterior lighting shown shall be designed to eliminate glare and reflection from the surfaces on which any lighting is mounted. The Owner further agrees that any future proposed changes to lighting of the subject lands shall require the approval of the Corporation and may require an amendment to this Agreement.

## PARKING

10. **Parking** - The Owner further agrees to provide adequate on-site vehicle and bicycle parking for the proposed buildings in accordance with the Corporation's Zoning By-law, as amended, applicable to the development and as shown Schedule 'A-2020'.

## GARBAGE, WASTE AND CENTRAL STORAGE FACILITIES

11. (a) **General** – The Owner covenants and agrees that no waste as defined in the *Environmental Protection Act*, or any regulations passed thereunder, may be deposited or stored on the subject lands except as approved by the Corporation's Chief Building Official in accordance with the diagrams attached hereto as Schedule 'A-2020' and forming part of this Agreement.  
  
(b) **Storage** – The Owner further covenants and agrees that no garbage, waste, substance, product, by-product or any other thing (hereinafter collectively called the "Waste") shall be stored outside anywhere on the subject lands, save and except for in accordance and compliance with and as shown on Schedule 'A-2020'.

(c) **Default and Remedy** – The Owner further agrees that any Waste deposited or stored:

- i. in an area other than those specific areas shown in Schedule 'A-2020' for the storage of same;
- ii. without obtaining and providing to the Corporation a Certificate of Approval;
- iii. in contravention of any legislation; or
- iv. in contravention of this Site Plan Agreement;

shall be removed from the subject lands by the Owner at the entire expense of the Owner. The Owner further agrees that if the Owner fails to remove this Waste within 10 days of having received written notice from the Corporation to do so, the Owner agrees that the Corporation, its agents, servants, workmen or employees may enter upon the subject lands and remove the Waste; the cost of which shall be recovered by the Corporation out of the Performance Securities contemplated in this Agreement, and any additional costs incurred by the Corporation in excess of the said securities shall constitute a debt owing by the Owner to the Corporation and the Corporation may add such debt to the tax roll of the subject lands and collect and enforce them in the same manner as taxes.

## LANDSCAPING

12. (a) **Landscaping**- The Owner further agrees to provide for landscaping as designed and depicted on the Site Plan as approved by the Manager of Planning Services for the Corporation.

(b) **Installation and Maintenance** - The Owner further agrees to install and maintain all landscaping features in accordance with the approved Site Plan and in a manner satisfactory to the Manager of Planning Services.

(c) **Undeveloped Lands** - In the event that the subject lands are to be developed in phases the Owner further agrees to grade and seed or crop, to the satisfaction of the Manager of Planning & Development Services, all vacant lands that are not developed within one (1) year of the issuance of the construction permit for the initial phase of the development.

## STORM WATER MANAGEMENT

13. (a) **Consulting Engineer** - Prior to the issuance of a building permit, the Owner further agrees to retain a consulting engineer for the design and preparation of drawings for an internal storm water management system to service the proposed addition. Such drawings shall be satisfactory to the Corporation's Director of Municipal Services and Ministry of Transportation, if applicable.

(b) **Construction and Maintenance** - Upon approval of the drawings by the Corporation's Director of Municipal Services, Chief Building Official, Ministry of Transportation, if applicable, and the Owner further agrees to construct and maintain, at the Owner's entire expense, the storm water management system in accordance with the approved drawings and to the satisfaction of the Chief Building Official prior to the issuance of a building permit. Under no circumstance will a building permit be issued for construction until such time as the approved storm water management system has been constructed and is fully functional or a temporary approved storm water management system has been implemented, both to the satisfaction of the Town.

(c) **Undeveloped Lands** - The Owner further agrees to maintain, grade and keep groomed any undeveloped portions of the subject lands and that any changes to the surface material, grade or use of undeveloped lands shall require a review of the approved Storm Water Management System and will require an amendment to the site plan.

(d) **Use of Green Space** – The Owner further agrees to demonstrate the use of all available green space for the reduction and management of storm water run-off.

14. **Stormwater Management (abutting lands)** - That the Owner agrees to insure that storm water run-off is properly managed along the edge of the storm water management pond (if applicable) where it is within 20 m of an abutting property and that storm water flows on those abutting lands are not negatively impacted.

## **EXISTING WATERCOURSES AND NATURAL LAND DRAINAGE**

15. **Existing Watercourses and Natural Land Drainage** - The Owner further agrees that no natural watercourse shall be blocked, abandoned or otherwise altered during the course of construction of the development unless approved by the Corporation and that no natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Corporation.

## **DEVELOPMENT CHARGES**

16. **Development Charges** - The Owner agrees to pay to the Corporation on the issuance of a building permit, the appropriate development charge in accordance with the Corporation's Development Charges By-law, as amended.

## **POSTPONEMENT AND SUBORDINATION**

17. **Postponement and Subordination** - The Owner covenants and agrees, at its entire expense, to obtain and register, from its mortgagees and/or encumbrancers, such documentation as may be deemed necessary by the Corporation to postpone and subordinate the interest of said mortgagees and/or encumbrancers in the subject lands to the interest of the Corporation 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.

## **FINANCIAL SECURITY**

18. (a) **Performance Security(applicable to Phase 1, 2 & 3)** - The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$50,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 19 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement. If the development on the subject lands is completed in phases a partial or full refund may be issued upon completion of the applicable phase or phases. However, securities will be required at the time of a building permit request for subsequent phases of development in an amount to be determined by the Town.

(b) **Deficiency** - The Owner acknowledges and agrees that should there be a deficiency in, or failure to carry out, any work, obligation or matter required by any provision of this Agreement, and the Owner fails to remedy same within 10 days of being given written notice with a direction to carry out such work or matter, the Corporation may draw on the security held and enter onto the property of the Owner and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds of any security held by it.

(c) **Shortfall** - The Owner further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the return of security, in the event that the Corporation determines that any return of cash or certified funds held by it would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Corporation will not be obliged to return the security held by it until

such time as such work is satisfactorily completed or the Corporation has sufficient security to insure that such work will be completed.

## COMMENCEMENT/COMPLETION OF WORK/TERMINATION OF AGREEMENT

19. **Commencement/Completion of Work/Termination of Agreement** - The Owner further covenants and agrees that the proposed development governed by this Agreement will be commenced within one (1) year from the date of the execution of this Agreement. The Owner further covenants and agrees that all works, buildings, parking, access areas, landscaping, systems and all other required facilities required by this Agreement (applicable to each phase of development) shall be completed within two (2) years from the date on which the Corporation's Chief Building Official issues a building permit for the said development. If the Owner fails to meet either of the aforesaid deadlines, the Corporation may, at its sole option and on fourteen (14) days written notice to the Owner, declare this Agreement null and void and of no further force and effect. 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.

## CONVEYANCES AND CONTRIBUTIONS

20. (a) **Conveyances and Contributions** - The Owner further agrees to gratuitously convey or dedicate, in fee simple and without encumbrance, to the Corporation any land, easement, right of way or otherwise as deemed required by the Corporation, Hydro One, Bell Canada or Union Gas in, through, over and under the subject lands for drainage purposes, sewers, hydro, gas, utilities, water mains and telephone.
- (b) **Surveys and Land Descriptions** - In the event that the Owner is required to convey lands, easements, rights of way or otherwise pursuant to this Agreement, then the Owner shall obtain all surveys and land plans or descriptions for lands to be conveyed to the Corporation at the Owner's entire expense.

## GENERAL PROVISIONS

21. In addition to the standard site plan agreement requirements the Owner also agrees to:
- i) **Stand Pipe and Hydrants** – are to be located in such a manner as to be clearly visible and clear of all obstructions. Hydrant and stand pipe locations may also, at the discretion of the Town require appropriate signage.
  - ii) **Joint Pedestrian Access (east)** – the Owner agrees to make best efforts to provide a pedestrian linkage with the subject lands and the abutting property to the east with the co-operation of the abutting land owner(s).
  - iii) **Joint Pedestrian Access (west)** – the Owner agrees to a future pedestrian linkage between the subject parcel and the lands to the west, if applicable) in co-operation with the Town and future owner(s) of those lands.
  - iv) **Main St. E Intersection Signalization** – the Owner agrees to install the necessary underground conduit at the access to 200 Main St. E. to facility the future signalization of the access at the time of development on the vacant lands to the south at 195 Main St. E. and to indicate on the final servicing drawings the location of the necessary pedestals.
  - v) **Main St. E Signal Installation** – the Owner agrees to contribute to the cost of signal installation, to a maximum of 50%, if future traffic generated from the subject site warrants signalization as a result of future development on the lands currently known at 195 Main St. E.

- vi) **Construction Site Maintenance and Debris** – provide appropriate on-site construction waste management for the storage and disposal of construction waste and that at no time is waste allowed to accumulate on the site beyond a reasonable level.

vii) **Second Floor Easterly Facing Windows** – the Owner agrees to apply a privacy window covering acceptable to the Town to prohibit views from the second storey easterly facing window. Said covering to be maintained in place and in good repair in perpetuity of this agreement.

22. **Enforcement and Remedies** – The Owner agrees:

(a) All facilities and matters required by this Agreement shall be provided and maintained by the Owner at the Owner's sole risk and entire expense to the satisfaction of the Corporation and in default thereof the Owner acknowledges that the Corporation, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Sections 444 to 446, inclusive, of the Municipal Act, S.O. 2001, c.25 as amended.

(b) If the Owner is in default of any matter, obligation or thing required to be done by this Agreement and such default continues for more than 10 days after the Corporation having given written notice to the Owner of same, then in addition to and without limiting other remedies available to it, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.

(c) Any work done by the Corporation for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance, shall be deemed to be done as agent for the Corporation and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or faults by the Corporation.

23. **Successors and Assigns** - This Agreement and everything contained herein shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, successors and permitted assigns.

24. **Enforceability** - If any term, covenant or condition of this Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. **Amendments** - This Agreement may be amended at any time with the written consent of the Corporation and the registered Owner of the subject lands at the time of such amendment. This Agreement may be amended to permit further additions by replacing the drawings attached in Schedule 'A-2017' on file in the office of the Clerk, upon approval of the Corporation, without the need to alter this text or the registration of any additional material on title. Accordingly, it will be necessary for any new Owner to review drawings on file in the office of the Manager of Planning & Development Services to specifically determine that which is permitted at any given point in time. Financial securities may be required by the Corporation for any addition permitted by way of amendment to this Agreement.

26. **Extension of Time** – Time shall always be of the essence of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of both the Owner and the Corporation, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any extension granted by the Corporation will be conditional upon the recalculations of all outstanding monies owed to the Corporation by the Owner pursuant to this Agreement.
27. **Registration** - The Owner hereby consents to the registration of this Agreement on the title of the subject lands at the Owner’s expense.
28. **Officials** – The Director of Municipal Services, the Chief Building Official, the Corporation Solicitor, the Manager of Municipal Services and the Manager of Planning Services referred to herein are those of the Corporation.

IN WITNESS THEREOF the said parties hereto have duly executed the Site Plan Agreement on the date first written above.

SIGNED SEALED AND DELIVERED

Henry VanMinnen (President)

\_\_\_\_\_  
WITNESS

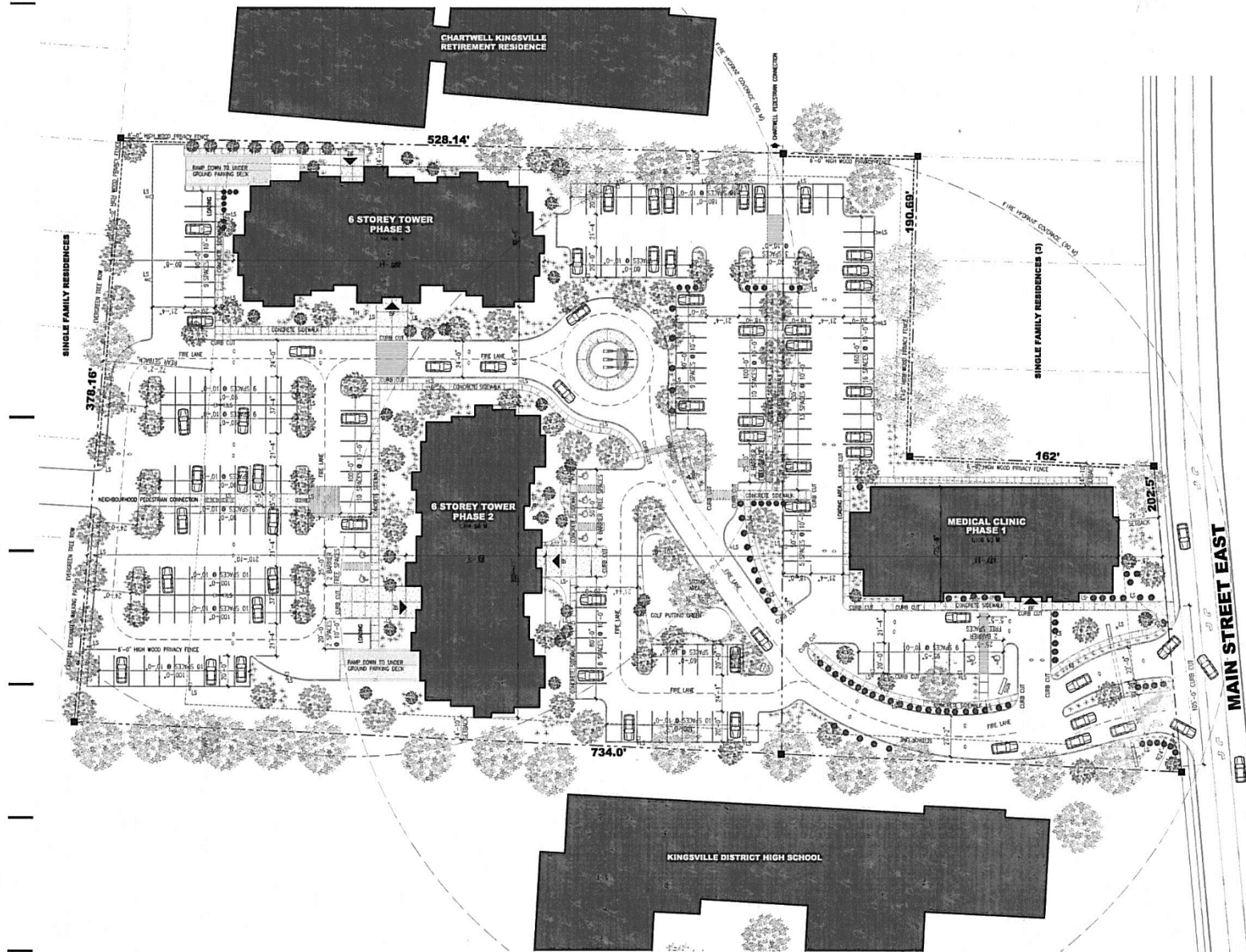
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HVM HOLDINGS INC.  
I/WE HAVE AUTHORITY TO BIND THE  
CORPORATION

**THE CORPORATION OF THE TOWN OF  
KINGSVILLE**

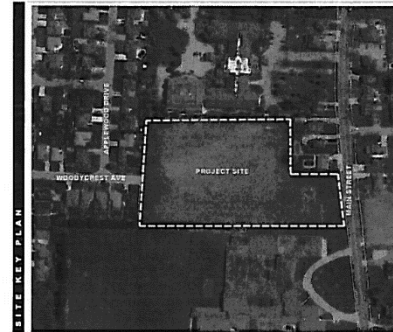
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**MAYOR NELSON SANTOS**

\_\_\_\_\_  
**CLERK JENNIFER ASTROLOGO**

Schedule "A-2018"  
Site Plan



SITE CONSTRUCTION NOTES



SITE SYMBOL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	MATERIAL TAG		EXISTING BUILDING		ENTRANCE   EXIT
	CONSTRUCTION NOTE		FIRE DEPT CONNECTION		BARrier FREE DISTANCE   EXIT
	DEMOLITION NOTE		EXISTING TREE		EX CATCH BASIN
	DATUM POINT		GAS LINE		LS LIGHT STANDARD
	NORTH ARROW		WATER LINE		HYDRO POLE
	DOOR OPERATOR TAG ACTIVATION BUTTON		STORM SEWER		GUIDE WIRE
	NEW ASPHALT PAVING		SANITARY LINE		FIRE HYDRANT
	NEW CONCRETE PAVING		PROPERTY LINE		EXISTING VEGETATION
			6' HIGH CONSTRUCTION FENCE		MALCHED AREA

ZONING CHART

No.	DESCRIPTION	REQUIRED	ACTUAL	BYLAW REF.
1	LOT DESCRIPTION	CONCESSION 1, LOT 2, 200 MAIN STREET EAST, KINGSVILLE, ONTARIO		
2	ZONING CLASSIFICATION	R4.1	R4.1	6.1.1
3	PERMITTED USE	APARTMENT BUILDING   MEDICAL CLINIC	APARTMENT BUILDING   MEDICAL CLINIC	6.1.1 C
4	SIZE OF PARKING SPACE	MIN WIDTH 2.7M (9 FT) MIN LENGTH 5.5M (18 FT)	MIN WIDTH 2.7M (9 FT) MIN LENGTH 5.5M (18 FT)	5.14 (C)
5	PARKING AISLE	MIN WIDTH OF AISLE 6.5M	MIN WIDTH OF AISLE 6.5M	5.9
6	PARKING SPACES REQUIRED	DWELLING UNIT 1.25 PER UNIT MEDICAL CLINIC 6 PER PRACTITIONER BARrier FREE SPACES	150 REQUIRED 60 PROVIDED 5 REQUIRED 215 PROVIDED	145 SURFACE 20 UNDERGROUND 60 PROVIDED 15 PROVIDED 230 PROVIDED
7	LOT FRONTAGE	MINIMUM	22M	6.1.1
8	FRONT YARD DEPTH	MINIMUM	8M	6.1.1
9	INTERIOR SIDE YARD	MINIMUM	4.5M	6.1.1
10	EXTERIOR SIDE YARD	MINIMUM	4.5M	6.1.1
11	REAR YARD DEPTH	MINIMUM	22M	6.1.1
12	LOT COVERAGE	MAXIMUM	45%	6.1.1
13	BUILDING HEIGHT	MAXIMUM	22M	6.1.1
14	LOT AREA	MINIMUM	950.50M	6.1.1

GENERAL SITE NOTES

- THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE CIVIL AND ELECTRICAL DRAWINGS AND THE SPECIFICATIONS. ALL WORK TO BE COORDINATED AND VERIFIED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE TO VERIFY ALL SITE DIMENSIONS, SPOT ELEVATIONS AND REPORT ANY DISCREPANCIES TO THE CONSULTANT PRIOR TO CONSTRUCTION.
- REPLACE, REPAIR AND MAKE GOOD ALL EXISTING CONCRETE, SEWERABLE, GRASSED AND MALCHED AREAS THAT ARE DAMAGED AS A RESULT OF THIS WORK. THE CONTRACTOR SHALL MAINTAIN ACCESS AND EGRESS TO ALL EXISTING BUILDING, WALKWAYS, LANES, ROADS AND PARKING LOTS IN THE SURROUNDING AREA.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL DEMOLISHED MATERIALS AND DEBRIS FROM THE SITE.

01 SITE PLAN  
#7191 SCALE: 1:500 - 1"=3'

NOTES	PROJECT IDENTIFICATION	DRAWING IDENTIFICATION	ORIENTATION	SUB-CONSULTANT	PRIME CONSULTANT	DISCIPLINE SEAL	DRAWING SUBMISSION(S)	INTERNAL INFO
THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY ERRORS OR OMISSIONS TO THE ARCHITECT PRIOR TO COMMENCING OR PROCEEDING WITH ANY WORK ON THIS PROJECT. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT. COPYRIGHT © 2018. THESE DRAWINGS AND SPECIFICATIONS ARE DESIGNED FOR THE CLIENT AND THE PROPERTY INDICATED ON THESE DRAWINGS ONLY AND SHALL NOT BE CONSTRUCTED FOR ANY OTHER CLIENT OR ANY OTHER PROPERTY. DO NOT SCALE DRAWINGS.	KINGSVILLE PICTURESQUE 200 MAIN STREET KINGSVILLE, ONTARIO	SITE PLAN			ROA studio inc. 67 King Street West, Chatham ON N7M 1C7 tel: 519.397.0943 email: info@roastudio.com	ONTARIO ASSOCIATION OF ARCHITECTS J. OUELLETTE LICENCE 2008	MM-DD-YY 04 SITE ENTRY GATEWAY RE-CONFIGURATION 02-03-2018 02 ISSUED FOR SITE PLAN APPROVAL 11-29-2017 03 ISSUED FOR CLIENT REVIEW 10-21-2016 01 ISSUED FOR CLIENT REVIEW 08-29-2016 00 DESCRIPTION DATE	ARCHITECTURE PROJECT ID: ROA16-021 DRAWN BY: J. OUELLETTE REVIEWED BY: M. RAPOSO DATE: 11-29-2017 SCALE: AS NOTED

AS101

Site plan showing building layout, parking areas, and landscaping with various colored lines and annotations.

---

## **APPENDIX B**

### **Parking Counts – AS101**

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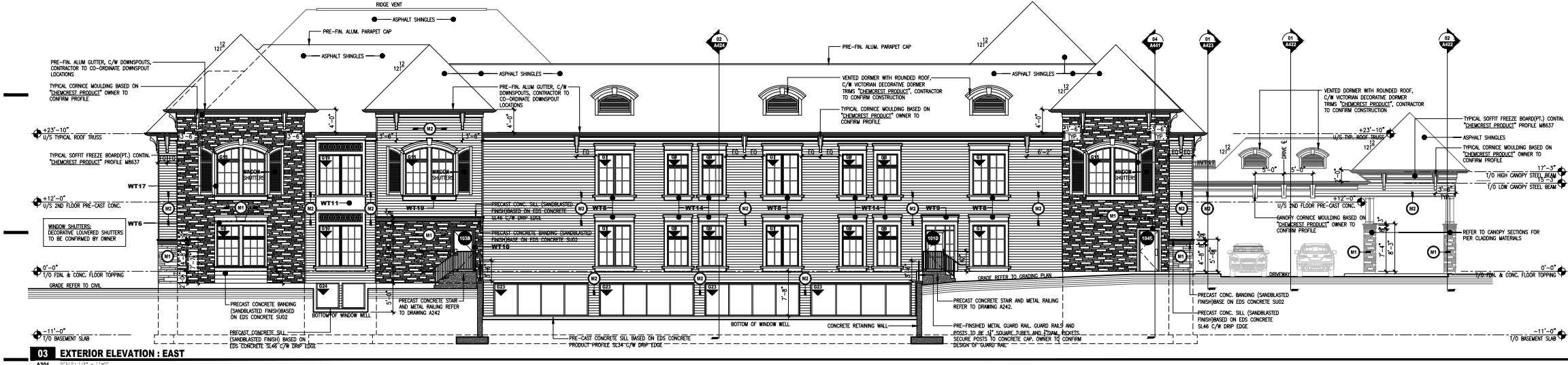
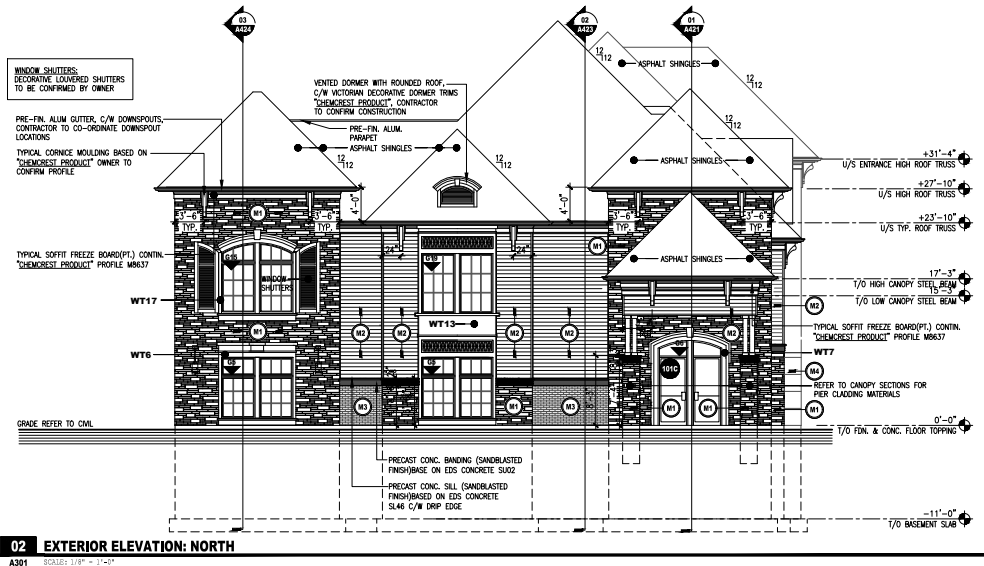
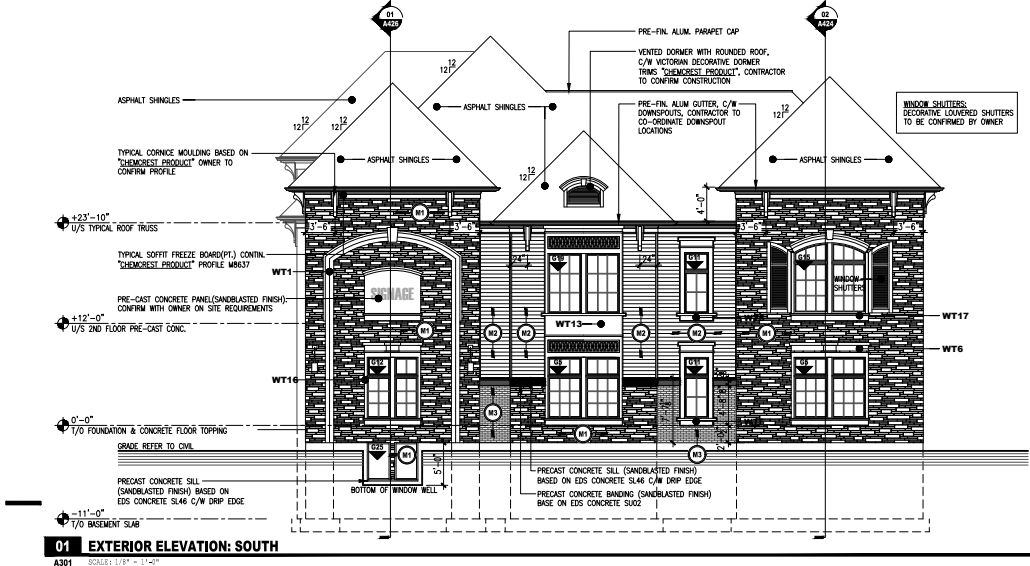


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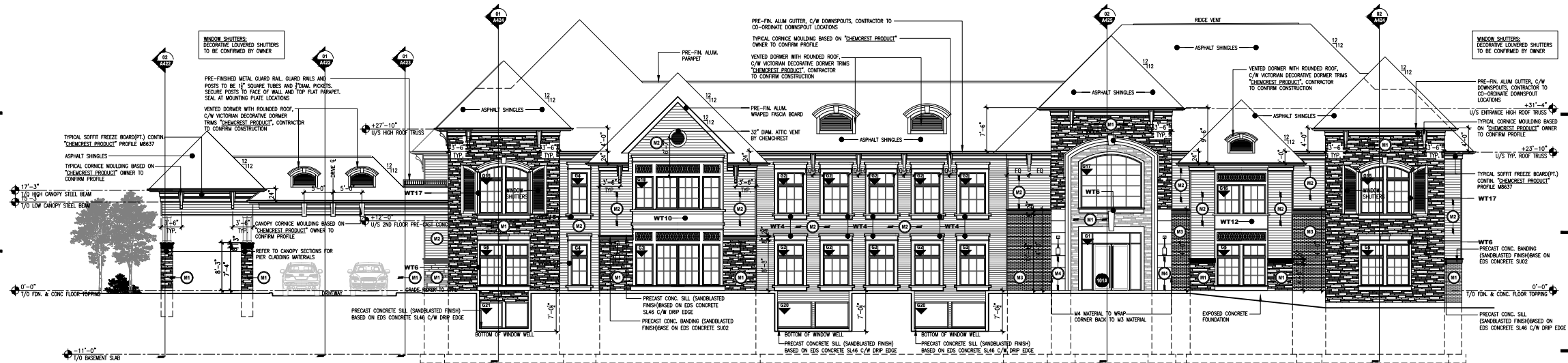
**APPENDIX C**  
**Exterior Elevations – A301 and A302**

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## Appendix D



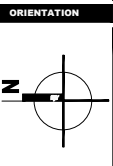
NOTES	PROJECT IDENTIFICATION	DRAWING IDENTIFICATION	ORIENTATION	SUB-CONSULTANT	PRIME CONSULTANT	DISCIPLINE SEAL	DRAWING SUBMISSION(S)	INTERNAL INFO	COPYRIGHT 2018*
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							<div>2</div> ISSUED FOR CONSTRUCTION <div>04.23.2019</div>		ROA17-021
							<div>1</div> ISSUED FOR PERMIT <div>04.03.2019</div>		B.MARSCHNER
							<div>NO.</div> <div>DESCRIPTION</div> <div>DATE</div>		B.MARSCHNER
									04.03.2019
									AS NOTED



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PROJECT IDENTIFICATION					
200 MAIN MEDICAL 200 MAIN STREET KINGSVILLE, ONTARIO					
DESIGN REVIEW	SITE PLAN APPROVAL	BUILDING PERMIT	RECEIVED DOCUMENTS	CONTRACT DOCUMENTS	AS-BUILT DOCUMENTS

DRAWING IDENTIFICATION	ORIENTATION	SUB-CONSULTANT
EXTERIOR ELEVATIONS		



PRIME CONSULTANT
86

**ROA STUDIO**  
67 KING STREET WEST, CHATHAM ON N7M 1C7  
TEL : 519.397.0943 EMAIL : email@roastudio.com

DISCIPLINE SEAL

DRAWING SUBMISSION(S)	DATE
2 ISSUED FOR CONSTRUCTION	04.23.2019
1 ISSUED FOR PERMIT	04.03.2019
NO. DESCRIPTION	DATE

INTERNAL INFO	
ARCHITECTURE	
PROJECT ID DRAWN BY REVIEWED BY DATE SCALE	ROA17-021 B.MARSCHNER B.MARSCHNER 04.03.2019 AS NOTED

File Number: 20-2530

April 23, 2020

Pearsall, Marshall, Halliwill & Seaton LLP  
22 Queens Avenue  
Leamington, ON  
N8H 368

Attention: David Halliwill, MBA, LL.B.  
Shannel Diewold, LL.B.

3200 Deziel Drive  
Suite 608  
Windsor, Ontario  
Canada  
N8W 5K8  
Telephone  
519.948.5000  
Fax  
519.948.5054

Additional Information for Council's Consideration  
Amendment to Planning Opinion  
200 Main Street East, Town of Kingsville, Ontario

Mayor and Councillors:

Please find enclosed additional information for your consideration related to the on-going matter at 200 Main Street East (Subject Property) in the Town of Kingsville. This letter is provided as an addendum to my planning opinion letter dated April 17, 2020.

This letter amends the previous letter. Since my previous letter, we have received additional information feedback from your legal counsel and the applicant. We have included an Amending Site Plan Control Agreement (refer to Appendix A) intended to replace the approved development and executed Site Plan Control Agreement for the subject property. We note that the Amending Agreement has language concerning:

1. Registration of the agreement;
2. A name change for the ownership of the property and signing authority, now "Tay Inc.";
3. Replacement of appropriate elevations and the site plan;
4. Privacy protection for the residential lands to the east; and
5. Reference to the conditions in the original agreement that remain in force.

Further to my previous letter of opinion, there are several matters that Council should consider:

Amended Issue #1 - Parking Requirements – It is my understanding that the applicant, through their solicitor has indicated that they are aware of the municipal parking standards and ensure that they are in compliance with the municipal by-law.



Based on the drawing noted above (AS101), there are 45 parking spaces proposed above grade provided for the medical centre uses on phase 1. The proposed Medical Centre use will ultimately need to comply with the parking requirements set out in Table 5 of the Zoning By-Law and the number of parking spaces available will limit the intended use of the property and the Site Plan Agreement provides, among other things, that the owner must comply with the parking requirements under the by-law.

To comfort Council further, discussions held with the Town's staff confirm that only a shell permit has been issued for the medical clinic. To date there have been no interior "fit up" plans submitted to the Town of Kingsville providing details and additional permit requests for how the interior of the structure will be built out.

At that time, the Town's Building Department will be able to review the permit applications for these works, and verify with the Planning Department that the plans meet all zoning regulations including provision of required parking spaces.

The zoning by-law dictates the number of parking spaces required depending upon the ultimate use of the property and there are provisions in the Site Plan Control Agreement which requires the Owner to comply with these regulations. No changes have been proposed regarding the original total of 237 parking spaces proposed on the subject property including the estimate 30 parking spaces below grade. Based on the site plan, parking requirements are in compliance based on the proposed uses. When the Fit-up plans are submitted to the building department, there will be confirmation that the uses within the building comply with the parking provided. It is my opinion that the building permit for the fit-up could not be issued if the required on-site parking is not provided.

Amended Issue #4 - Revised SPA – The revised proposed language regarding the privacy window covering on the second floor easterly facing windows of the medical building is noted below and can be found in Item vii of the General Provisions, section 21. Based on discussions with the applicants solicitors regarding the Town Council's concern regarding reduced privacy of adjacent residential uses and the two (2) storey Medical Clinic, the use of a privacy blind is now proposed. The amending agreement has been revised to include this fixed window treatment to prohibit the ability to see out of the windows of the Medical Clinic.

- vii) Second Floor Easterly Facing Windows – the Owner agrees to install privacy blinds to all second floor, easterly facing windows. Said blinds shall be fixed in place, not capable of being opened or raised, save and except for maintenance purposes only, blocking views to the east while allowing natural daylight into the second floor spaces.



Professional Planning Opinion

The following is my revised professional planning Opinion for Council's consideration with respect to the parking requirements and Site Plan Agreement language concerning the subject property's proposed window screening:

- Revised draft language provided to me on April 22, 2020 (attached in Appendix A) carry out the will of council to require the applicant to include a screening solution to prohibit any views from the inside of the second floor the windows of the medical clinic looking out to the east. During maintenance periods, the screening solution will have the ability to be moved which is considered a reasonable function.
- The number of parking spaces available will limit the intended use of the property and the Site Plan Agreement provides, among other things, that the owner must comply with the parking requirements under the by-law. There are sufficient policy review and enforcement mechanisms in the Town of Kingsville to review for zoning compliances should there be any formal changes proposed.

For the purposes of this amendment letter, my opinion is limited to the request of the applicant for a Site Plan Control Amendment and how that request is consistent and/or conforms to Provincial, County and Municipal planning legislation and/or regulations.

Sincerely,

DILLON CONSULTING LIMITED

Karl Tanner, MCIP RPP  
Partner  
KDT/dlt  
Encl.

---

Appendix A

Amendment to Site Plan Agreement

---



## **Amendment to Site Plan Agreement**

**THIS AGREEMENT** made (in triplicate) this 27<sup>TH</sup> day of April 2020.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE,**

hereinafter called the "Corporation",

**OF THE FIRST PART**

**-and-**

**TAY INC.**

hereinafter called the "Owner",

**OF THE SECOND PART**

**WHEREAS** the Owner and the Corporation executed a Site Plan Agreement made the 12<sup>th</sup> day of February, 2018 and said Site Plan Agreement was registered in the Registry Office for the County of Essex on February 7, of 2019 as instrument No. CE872411;

**AND WHEREAS** the Owner has requested an amendment to the Site Plan Agreement which the Corporation has agreed to allow for the construction of a second floor and addition of a covered canopy on land described as Pt. Lot 2, Concession 1, ED, Part 2, RP 12R 26799 and further known as 200 Main St. E., in the Town of Kingsville in the County of Essex, Province of Ontario (the "subject lands");

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. The Owner hereby consents to the registration of this Amendment to the Site Plan Agreement on title at its sole expense and at the sole discretion of the Corporation.
2. That the existing site plan agreement dated February 12<sup>th</sup>, 2018 be amended by changing the name of the Owner from HVM Holdings Ltd. to Tay Inc.
3. That the existing site plan attached and dated February 2, 2018 to the Site Plan Agreement made the 12<sup>th</sup> day of February, 2018 be replaced with a new site plan Schedule "A-2020" (consisting of AS101, A301 & A302) prepared by ROA Studio Inc. and dated April 23 2019 to said Agreement.
4. That all reference to the site plan dated February 2, 2018 in the Site Plan Agreement made the 12<sup>th</sup> of February, 2018 are deleted and shall now refer to Schedule 'A-2020' (consisting of AS101, A301 & A302).

5. That item 21. General Provisions be amended by adding the following as item vii):

‘vii) **Second Floor Easterly Facing Windows** – the Owner agrees to install privacy blinds to all second floor, easterly facing windows. Said blinds shall be fixed in place, not capable of being opened or raised, save and except for maintenance purposes only, blocking views to the east while allowing natural daylight into the second floor spaces.

Notwithstanding this clause may be removed from the site plan agreement via a site plan amendment request should the zoning of the property immediately east of 200 Main St. E. be changed, no longer permitting residential housing.

6. All of the terms and covenants in the said Site Plan Agreement are hereby confirmed in full force and effect save and except for the amendments noted in Paragraphs 1, 2, 3, 4 & 5 herein and such other modifications as are necessary to make said paragraphs applicable to the Site Plan Agreement.

**IN WITNESS WHEREOF** the parties have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf this **27<sup>TH</sup> day of April, 2020.**

SIGNED SEALED AND DELIVERED

WITNESS

**TAY INC.**

\_\_\_\_\_

\_\_\_\_\_  
**PATRICIA VAN MINNEN – PRESIDENT**

I HAVE AUTHORITY TO BIND THE CORPORATION

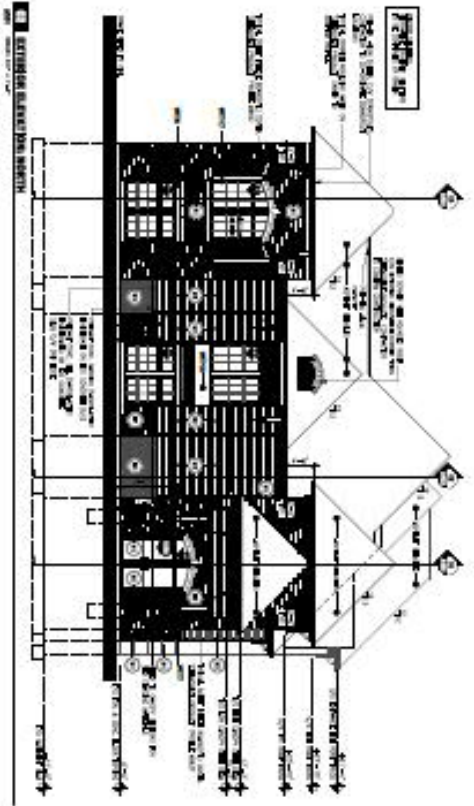
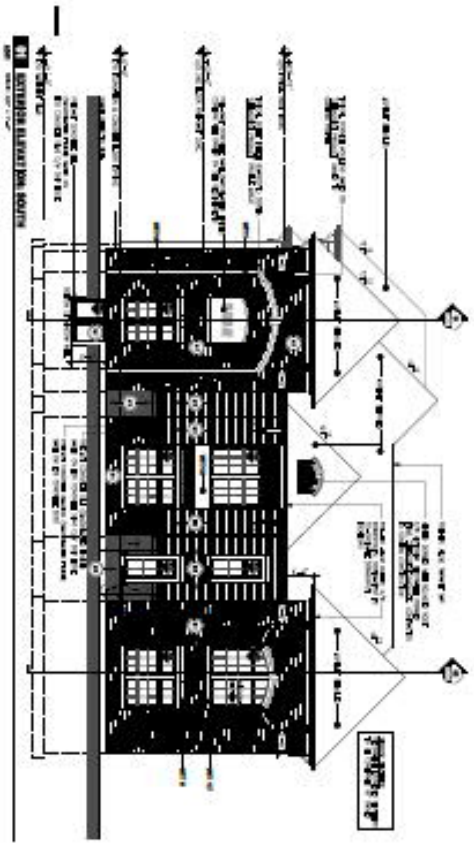
**THE CORPORATION OF THE TOWN OF  
KINGSVILLE**

\_\_\_\_\_  
**MAYOR NELSON SANTOS**

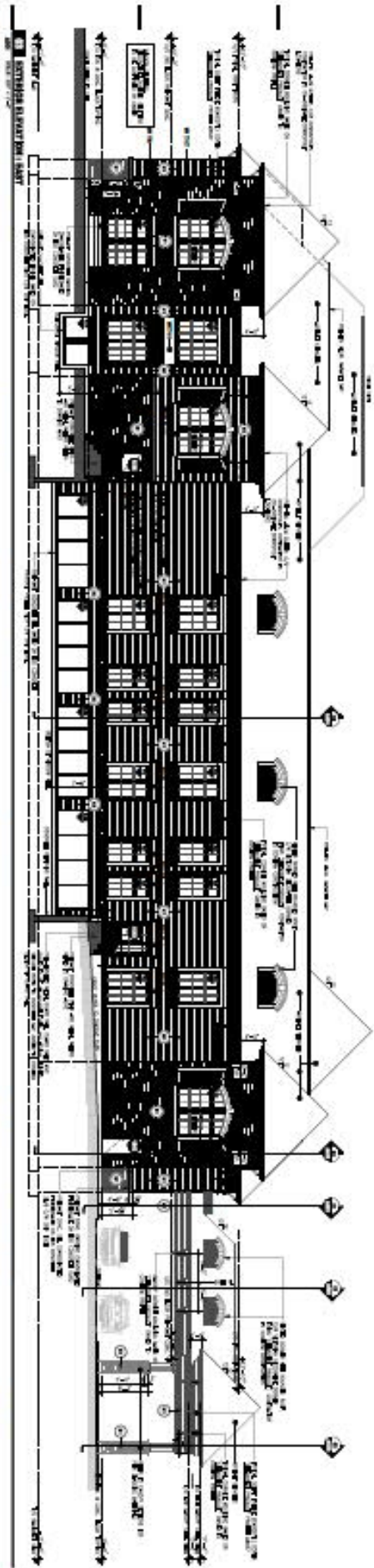
\_\_\_\_\_  
**CLERK JENNIFER ASTROLOGO**

I/WE HAVE AUTHORITY TO BIND THE CORPORATION





ROA17-021 200 MAIN MEDICAL



PROJECT INFORMATION

PROJECT NO. 17-021

PROJECT NAME 200 MAIN MEDICAL

PROJECT LOCATION 200 MAIN STREET, CHICAGO, IL 60601

PROJECT DATE 10/1/2017

PROJECT SCALE 1/8" = 1'-0"

ARCHITECTURE

PROJECT BY ROA17-021

DATE 10/1/2017

SCALE 1/8" = 1'-0"

PROJECT INFORMATION

PROJECT NO. 17-021

PROJECT NAME 200 MAIN MEDICAL

PROJECT LOCATION 200 MAIN STREET, CHICAGO, IL 60601

PROJECT DATE 10/1/2017

PROJECT SCALE 1/8" = 1'-0"

ARCHITECTURE

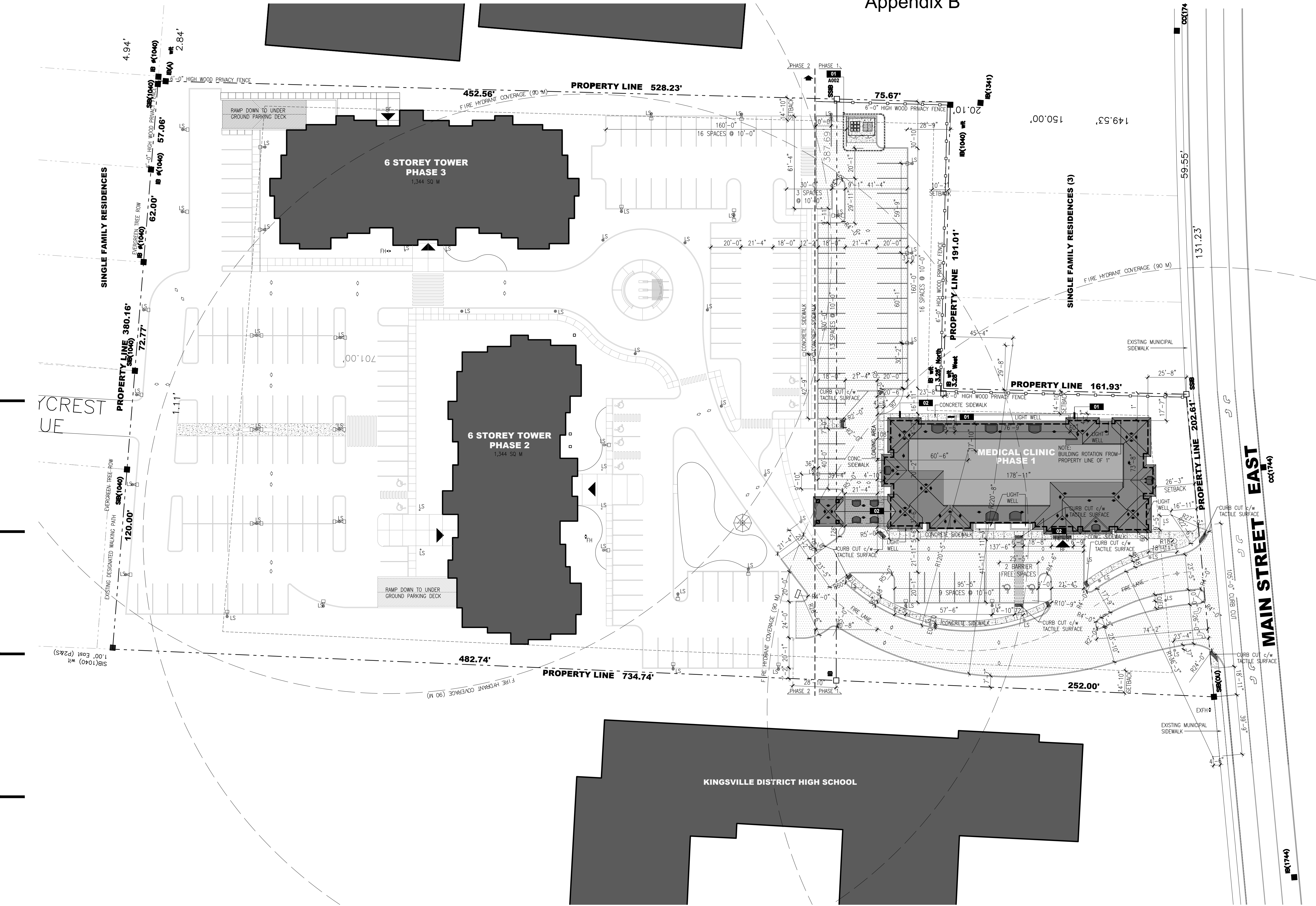
PROJECT BY ROA17-021

DATE 10/1/2017

SCALE 1/8" = 1'-0"

A301

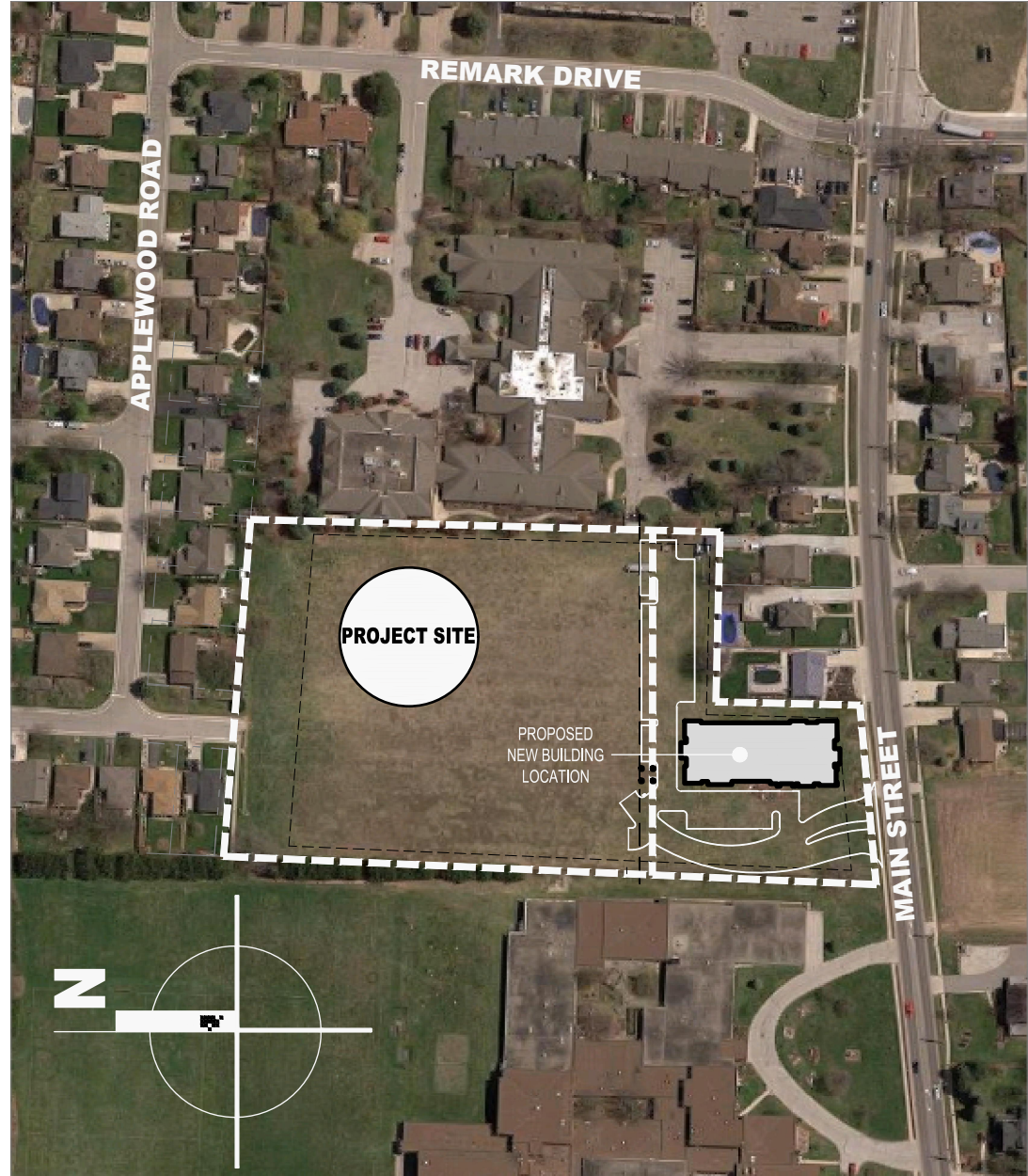




01 ARCHITECTURAL SITE PLAN LAYOUT - PHASE 1


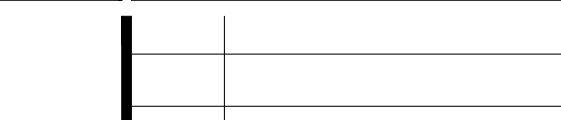
AS101 SCALE: 1/32" = 1'-0"

KEY PLAN



TAG CONSTRUCTION NOTES

- 01 SUPPLY AND INSTALL PRE-CAST CONCRETE STAIR AND LANDING AT DOOR. CONFIRM HEIGHT WITH FINISHED GRADE. PROVIDE PRE-FINISHED METAL GUARD RAIL AND HANDRAIL TO CONFORM WITH ALL OBC REQUIREMENTS. CLEARANCE BETWEEN RAILS IS TO BE 3'-4" MIN.
- 02 PROVIDE CONCRETE FROST SLAB IN THIS LOCATION. REFER TO WALL SECTIONS FOR DETAILS.

NOTES	PROJECT IDENTIFICATION	DRAWING IDENTIFICATION	ORIENTATION	SUB-CONSULTANT	PRIME CONSULTANT	DISCIPLINE SEAL	DRAWING SUBMISSION(S)	INTERNAL INFO	COPYRIGHT 2019®																																				
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# SCHEMATIC ELEVATIONS

KINGSVILLE, ONTARIO



WEST ELEVATION



NORTH ELEVATION

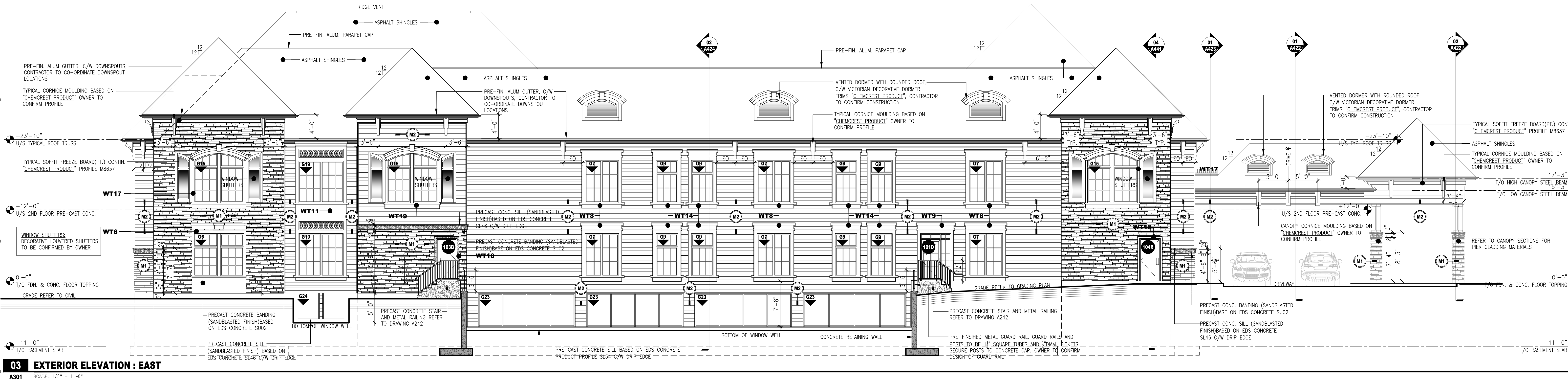
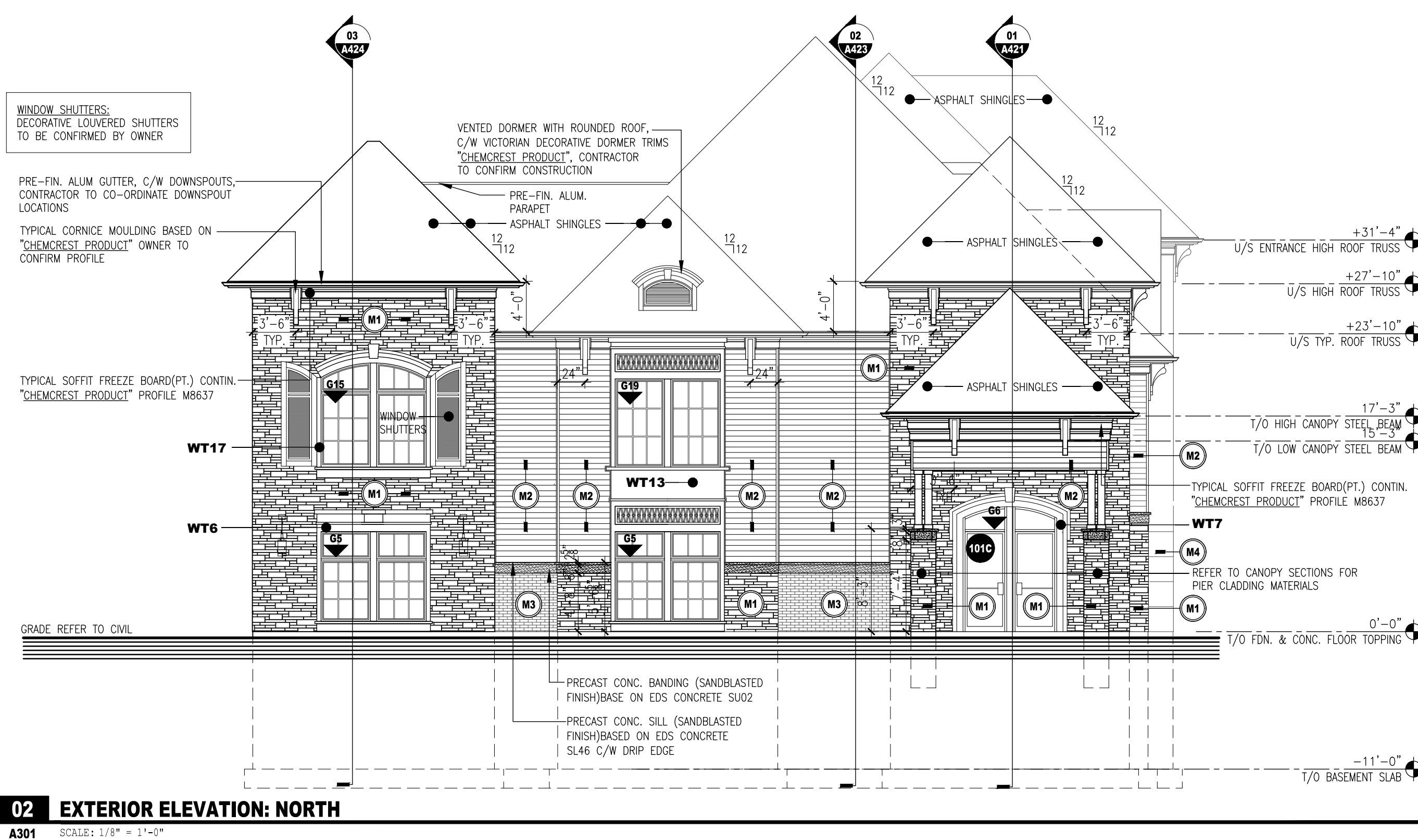
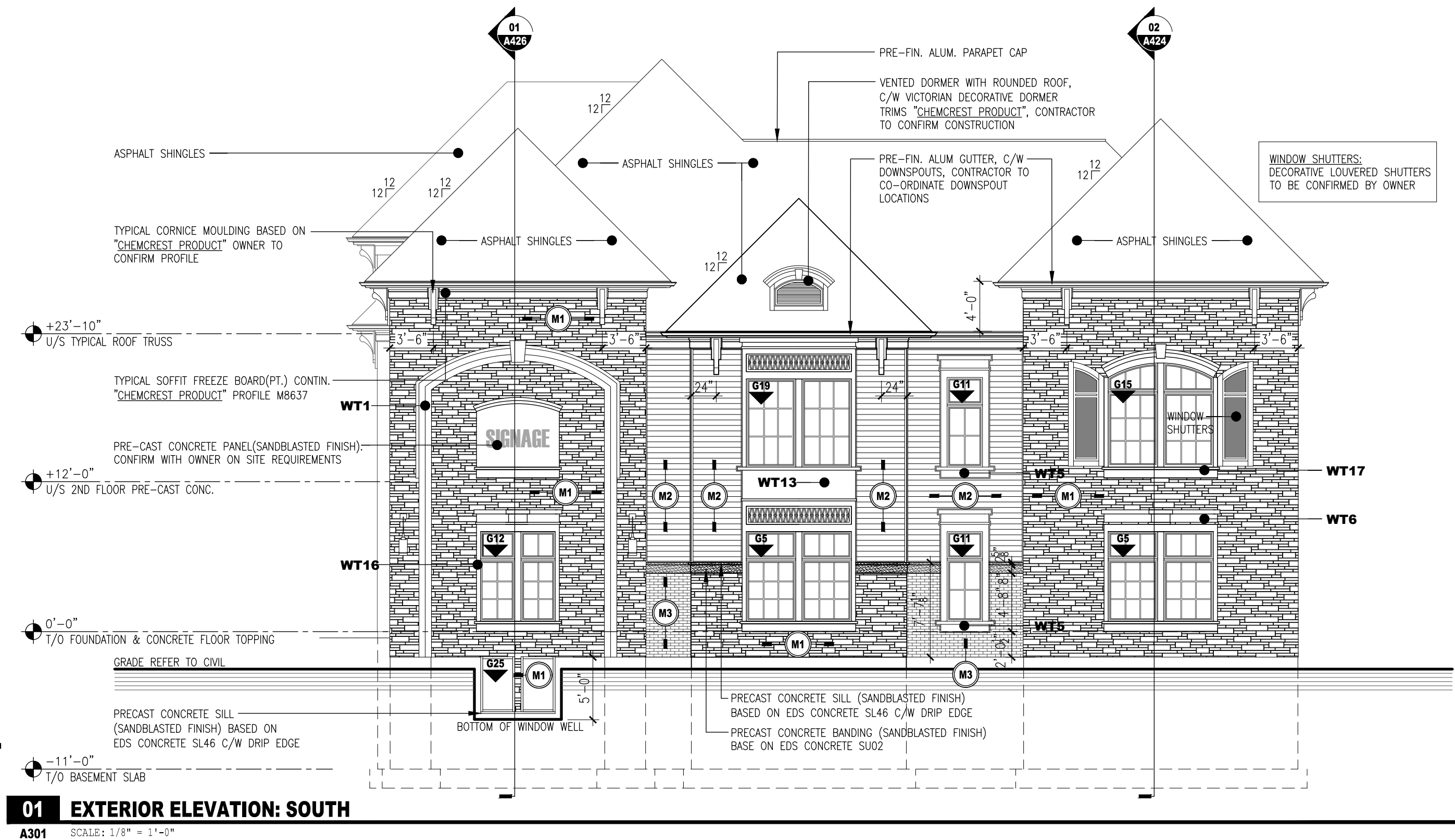
SOUTH ELEVATION





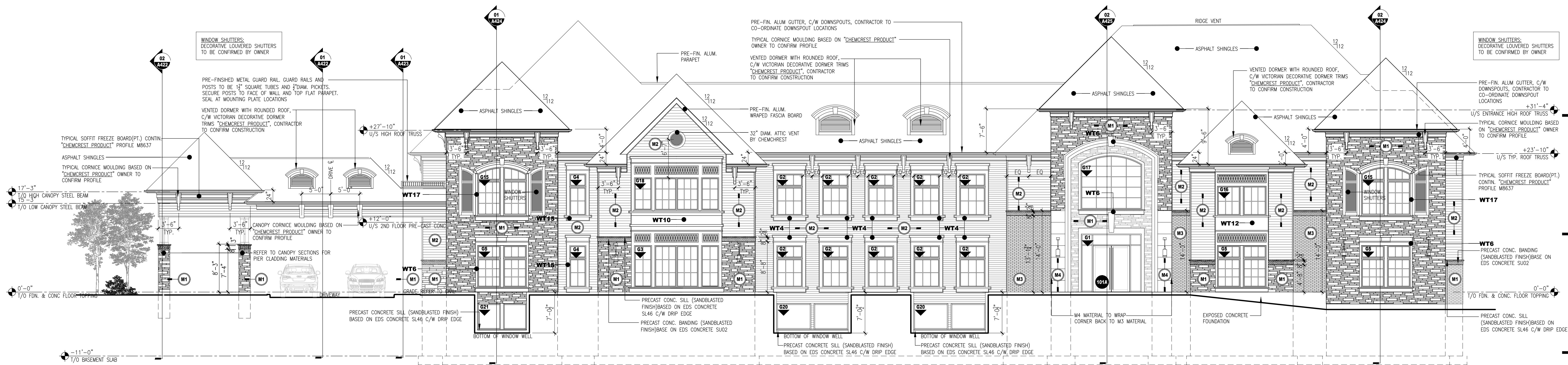
EAST ELEVATION

Appendix C

Appendix D



NOTES	PROJECT IDENTIFICATION	DRAWING IDENTIFICATION	ORIENTATION	SUB-CONSULTANT	PRIME CONSULTANT	DISCIPLINE SEAL	DRAWING SUBMISSION(S)	INTERNAL INFO	COPYRIGHT 2018®		
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							1	ISSUED FOR PERMIT			04.03.2019
							NO.	DESCRIPTION	DATE		



01 EXTERIOR ELEVATION : WEST

A302 SCALE: 1/8" = 1'-0"

NOTES	PROJECT IDENTIFICATION	DRAWING IDENTIFICATION	ORIENTATION	SUB-CONSULTANT	PRIME CONSULTANT	DISCIPLINE SEAL	DRAWING SUBMISSION(S)	INTERNAL INFO	COPYRIGHT 2019®
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**Amendment to Site Plan Agreement**

**THIS AGREEMENT** made (in triplicate) this 27<sup>TH</sup> day of April 2020.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE,**

hereinafter called the "Corporation",

**OF THE FIRST PART**

**-and-**

**TAY INC.**

hereinafter called the "Owner",

**OF THE SECOND PART**

**WHEREAS** the Owner and the Corporation executed a Site Plan Agreement made the 12<sup>th</sup> day of February, 2018 and said Site Plan Agreement was registered in the Registry Office for the County of Essex on February 7, of 2019 as instrument No. CE872411;

**AND WHEREAS** the Owner has requested an amendment to the Site Plan Agreement which the Corporation has agreed to allow for the construction of a second floor and addition of a covered canopy on land described as Pt. Lot 2, Concession 1, ED, Part 2, RP 12R 26799 and further known as 200 Main St. E., in the Town of Kingsville in the County of Essex, Province of Ontario (the "subject lands");

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. The Owner hereby consents to the registration of this Amendment to the Site Plan Agreement on title at its sole expense and at the sole discretion of the Corporation.
2. That the existing site plan agreement dated February 12<sup>th</sup>, 2018 be amended by changing the name of the Owner from HVM Holdings Ltd. to Tay Inc.
3. That the existing site plan attached and dated February 2, 2018 to the Site Plan Agreement made the 12<sup>th</sup> day of February, 2018 be replaced with a new site plan Schedule "A-2020" (consisting of AS101, A301 & A302) prepared by ROA Studio Inc. and dated April 23 2019 to said Agreement.
4. That all reference to the site plan dated February 2, 2018 in the Site Plan Agreement made the 12<sup>th</sup> of February, 2018 are deleted and shall now refer to Schedule 'A-2020' (consisting of AS101, A301 & A302).

5. That item 21. General Provisions be amended by adding the following as item vii):

‘vii) **Second Floor Easterly Facing Windows** – the Owner agrees to install privacy blinds to all second floor, easterly facing windows. Said blinds shall be fixed in place, not capable of being opened or raised, save and except for maintenance purposes only, blocking views to the east while allowing natural daylight into the second floor spaces.

Notwithstanding this clause may be removed from the site plan agreement via a site plan amendment request should the zoning of the property immediately east of 200 Main St. E. be changed, no longer permitting residential housing.

6. All of the terms and covenants in the said Site Plan Agreement are hereby confirmed in full force and effect save and except for the amendments noted in Paragraphs 1, 2, 3, 4 & 5 herein and such other modifications as are necessary to make said paragraphs applicable to the Site Plan Agreement.

**IN WITNESS WHEREOF** the parties have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf this **27<sup>TH</sup> day of April, 2020**.

SIGNED SEALED AND DELIVERED

WITNESS

**TAY INC.**

\_\_\_\_\_

\_\_\_\_\_  
**PATRICIA VAN MINNEN – PRESIDENT**

I HAVE AUTHORITY TO BIND THE CORPORATION

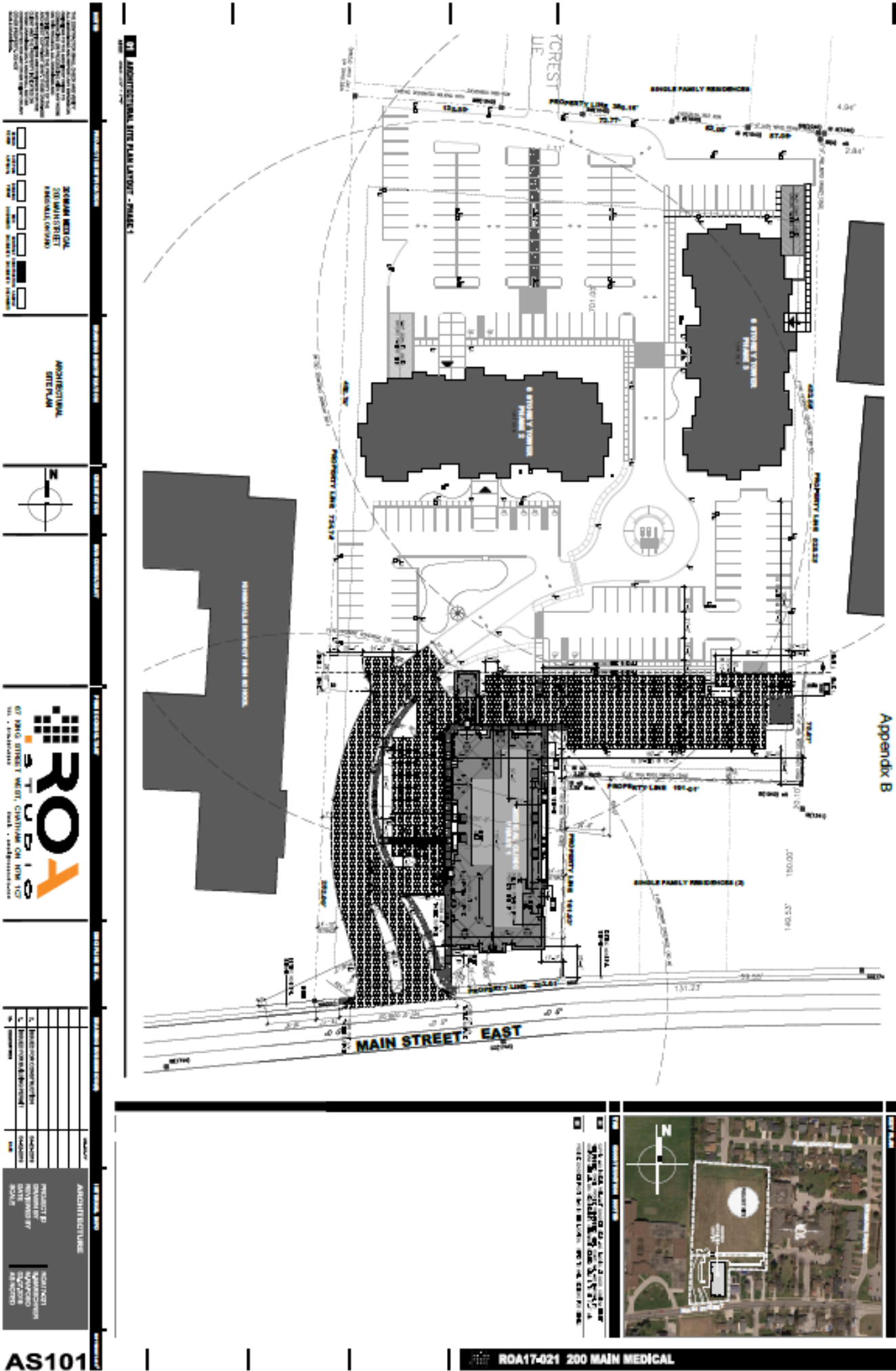
**THE CORPORATION OF THE TOWN OF  
KINGSVILLE**

\_\_\_\_\_  
**MAYOR NELSON SANTOS**

\_\_\_\_\_  
**CLERK JENNIFER ASTROLOGO**

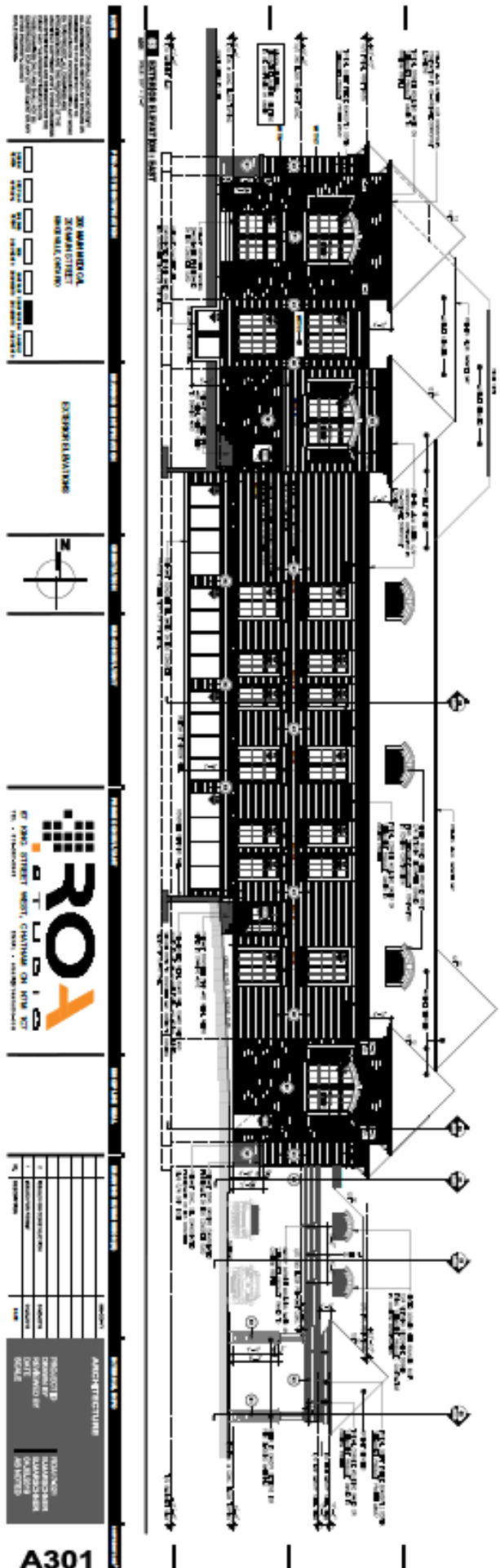
I/WE HAVE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A-2020"  
SITE PLAN





ROA17-021 200 MAIN MEDICAL



A301





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

**Date:** April 2, 2020

**To:** Mayor and Council

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

**RE:** Application for Site Plan Amendment SPA/06/2020 by  
Agris Co-Operative Ltd.  
8 County Rd 27 W  
Part of Lot 270, Concession STR  
Pts. 1, 2 & 3 RP 12R 12889, Pt. 2, RP 12R 13556, Pt. 1, RP 12R 16608 &  
Pt. 1 12R 26186

**Report No.:** PS 2020-026

---

## **AIM**

To provide the Mayor and Council with details on an application for site plan amendment to permit the addition of a storage building to the subject site.

## **BACKGROUND**

The subject parcel is a 2.71 ha (6.7 ac.) light industrial lot containing Agris Co-op a farm inputs provider. In 2014 a site plan was approved for the construction of a new fertilizer storage building and expansion of the outdoor storage area. In 2015 the lot was also enlarged via a lot addition severance adding lands to the west end of the parcel. A site plan amendment application has now been submitted to add a new 499.5 sq. m (5,377 sq. ft.) crop protections storage warehouse and bring the lot addition lands added in 2015 under site plan control. (See Appendix A)

## **DISCUSSION**

### **1) Provincial Policy Statement (PPS):**

There are no issues of Provincial significance raised by the requested site plan amendment. The business has been in this location for many years and is central to the servicing of the agricultural community throughout Kingsville.

## **2) Town of Kingsville Official Plan**

The subject property is designated 'Highway Commercial' in the Town of Kingsville Official Plan and is located within the Settlement Area boundary of Cottam. Section 3.2.3 Highway Commercial Policies item (a) outlines that, "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 or hardware etc..."

Agris Co-operative is a supplier of bulk crop inputs to the surrounding farm community and is ideally located at the intersection of two County roads.

The proposed expansion on the subject lands conforms with the Official Plan and can be considered a permitted use under the 'Highway Commercial' designation.

## **3) Comprehensive Zoning By-law**

The subject lands are zoned a site-specific 'Light Industrial Zone, (M1-10)' and permits the proposed addition. The location of the new warehouse building is in full compliance with the zoning. The new building requires the addition of one loading area and three parking spaces.

## **4) Site Plan**

The property has operated for many years in this location and has been making ongoing improvements and establishing buffer areas to reduce impact on surrounding lands. The new warehouse is the only additional development proposed on the lot. No other changes are proposed or required. The applicant has provided a review of the exiting storm water management on the lot. Municipal Services expressed no concerns with the review or proposed changes.

## **LINK TO STRATEGIC PLAN**

Support growth of the business community.

## **FINANCIAL CONSIDERATIONS**

There will be an increase in assessment at build out. The new build will also be subject to permit fees and development charges.

## **CONSULTATIONS**

### **Agency & Administrative Consultation**

Agencies and Town Administration were circulated as part of the site plan amendment process.

## **Essex Region Conservation Authority (ERCA)**

- The parcel is partial within a regulated area along the northwest side of the property. This area is left as a grassed buffer with no development proposed.
- ERCA was also circulated directly by the applicant for clearance and has received said clearance for the storage warehouse as presented.
- See Appendix B.

## **County of Essex**

- County Infrastructure provided comment

## **Town of Kingsville Management Staff**

- Municipal Services noted no issue with the storm water management update
- Proximity to hydrant depending on construction type and content
- Insure lighting is address in amending agreement
- Building Dept. noted that spatial separation and provisions for firefighting will need to be reviewed through the permit process

## **RECOMMENDATION**

That Council:

Approve site plan amendment application SPA/06/2020 for the construction of a 29.3 m x 17.2 m (96 ft. x 60 ft.) warehouse and associated updates to subject property along with the inclusion of the vacant lands added to the site as approved lot addition consent B/11/15, and

Authorize the Mayor and Clerk to sign the amending site plan agreement and register said amendment on title.

*Robert Brown*

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

*Jennifer Astrologo*

Jennifer Astrologo, B.H.K. (hons), LL.B  
Director of Corporate Services

- ALL UTILITIES ARE NOT NECESSARILY SHOWN ON THIS DRAWING.
- WHERE UTILITIES ARE SHOWN, LOCATIONS ARE NOT GUARANTEED
- LOCATION & SIZE OF ALL UTILITIES MUST BE VERIFIED IN THE FIELD.



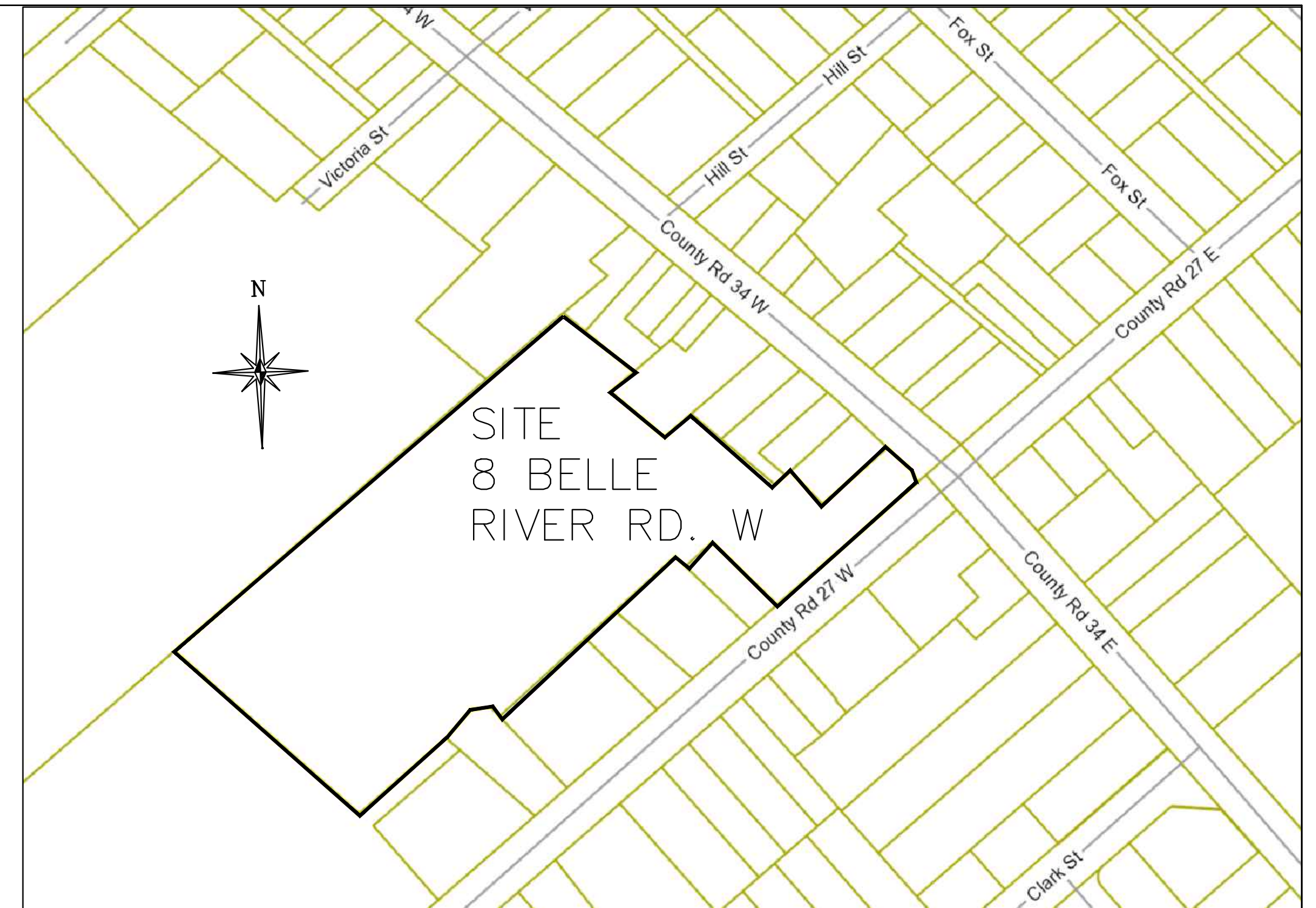
DATE:	2020-03-02
DRAWN:	C.A.M
DESIGNED:	
CHECKED:	
ENGINEER:	
APPROVED:	



20 Ford Cres. Blenheim  
ON N0P 1A0  
C: 519 365 1616  
E: [chris@mcguiganeng.ca](mailto:chris@mcguiganeng.ca)

AGRIS PROPOSED STORAGE  
8 BELLE RIVER RD  
COTTAM, ON

SCALE:	NTS
OWNER:	AGRIS COOPERATIVE
CAD/FILE NUMBER:	19-30
PAGE NO.:	<b>1</b> OF 4



KEY PLAN  
N.T.S


8 BELLE RIVER RD. E COTTAM  
PROPOSED STORAGE BUILDING  
FOR AGRIS CO-OPERATIVE LTD.


1. ALL WORK AND MATERIALS TO BE DONE ACCORDING TO PROVINCIAL (KOPSD) AND MUNICIPAL STANDARDS. MUNICIPAL STANDARDS SHALL GOVERN.
2. CONTRACTOR TO REFER TO TOWN OF KINGSVILLE DEVELOPMENT MANUAL
3. A MINIMUM 2% SLOPE SHALL BE PROVIDED AROUND ALL BUILDINGS.
4. A MINIMUM SUMP OF 600mm SHALL BE PROVIDED IN ALL CATCHBASINS.
5. ALL APPROVALS, PERMITS, AND LOCATES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL DIMENSIONS AND LOCATIONS OF EXISTING SERVICES ARE TO BE VERIFIED PRIOR TO CONSTRUCTION.
7. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR ORIGINAL CONDITIONS OR BETTER.
8. WORK TO BE INSPECTED BY QUALIFIED PERSON(S). SUFFICIENT NOTICE SHALL BE GIVEN TO BY THE CONTRACTOR TO THE INSPECTORS).


9. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO CONTROL EROSION AND SEDIMENT DURING CONSTRUCTION.
10. INSTALL MUD MATS AT ENTRANCES TO THE WORK SITE.
11. MONITOR SUMPS ON A REGULAR BASIS FOR SEDIMENT AND INSTALL SEDIMENT TRAPS AS REQUIRED.
12. INSTALL SILT FENCING AS REQUIRED.
13. CONTRACTORS SHALL BE COMPETENT AND QUALIFIED TO DO THE WORK THEY PERFORM.
14. ALL PROVINCIAL AND LOCAL SAFETY REGULATIONS SHALL BE FOLLOWED AT ALL TIMES.
15. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER.
16. DO NOT SCALE DRAWINGS. WORK WITH WRITTEN DIMENSIONS ONLY.
17. ORIGINAL SITE PLAN BY Y.C. LIU ENGINEERING.
18. ALL REQUIRED PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR

FIRE HYDRANT	-	
MANHOLE	-	
CATCH BASIN	-	
CLEAN OUT	-	
NEW ELEVATION	-	
EXISTING ELEV.	-	
CURB STOP	-	
VALVE	-	
DOWN SPOUT	-	
LIGHT POLE	-	
HYDRO POLE	-	

EXISTING SLOPE  
SURFACE SLOPE  
YARD LIGHT

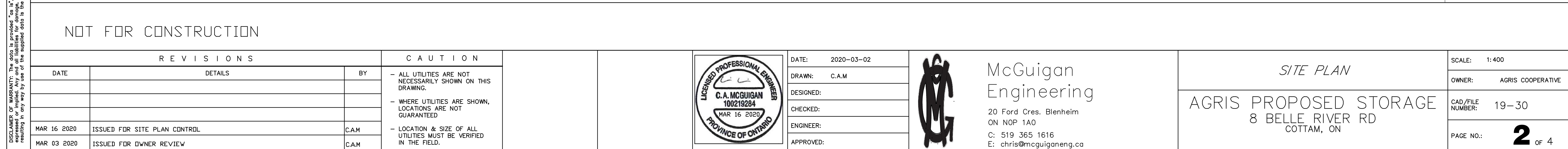
EXISTING SLOPE - 

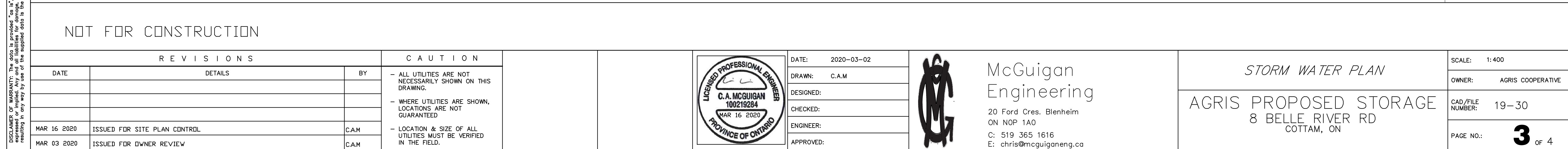
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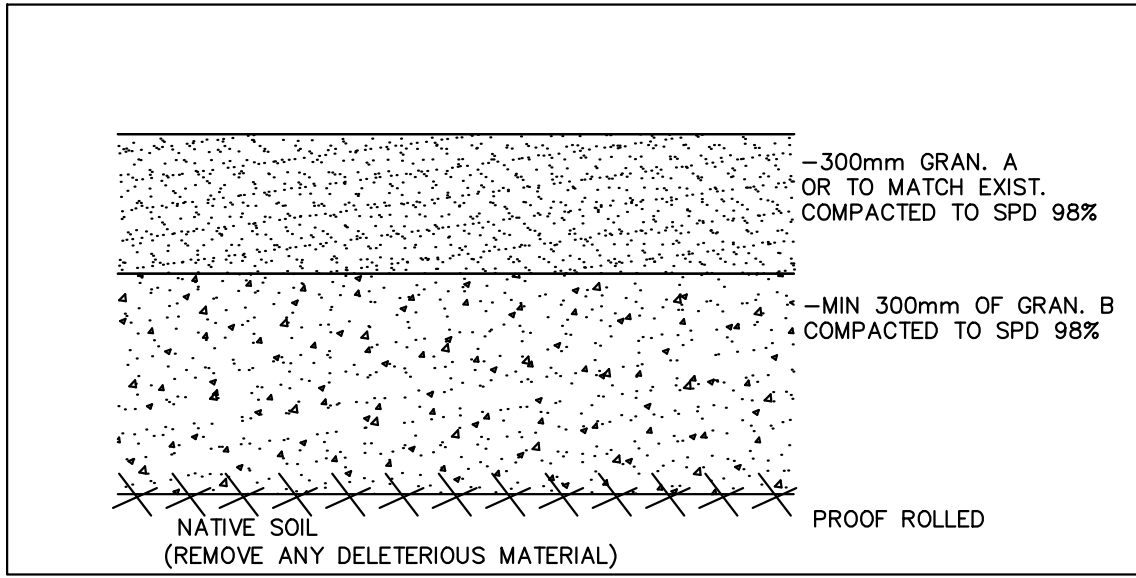
YARD LIGHT - 

CRITERIA	PROVIDED	REQUIRED (M1-10)
LOT AREA	27,090m <sup>2</sup>	1300m <sup>2</sup>
LOT FRONTAGE	277m	30m
FRONT YARD DEPTH	60m	7.5m
SIDE YARD	51m	10.5m
REAR YARD DEPTH	14.5m	10.5m
LOT COVERAGE	13.5%	50%
LANDSCAPE SPACE	24%	15%
PROPOSED BUILD HEIGHT	8.3m	
PARKING	37	37

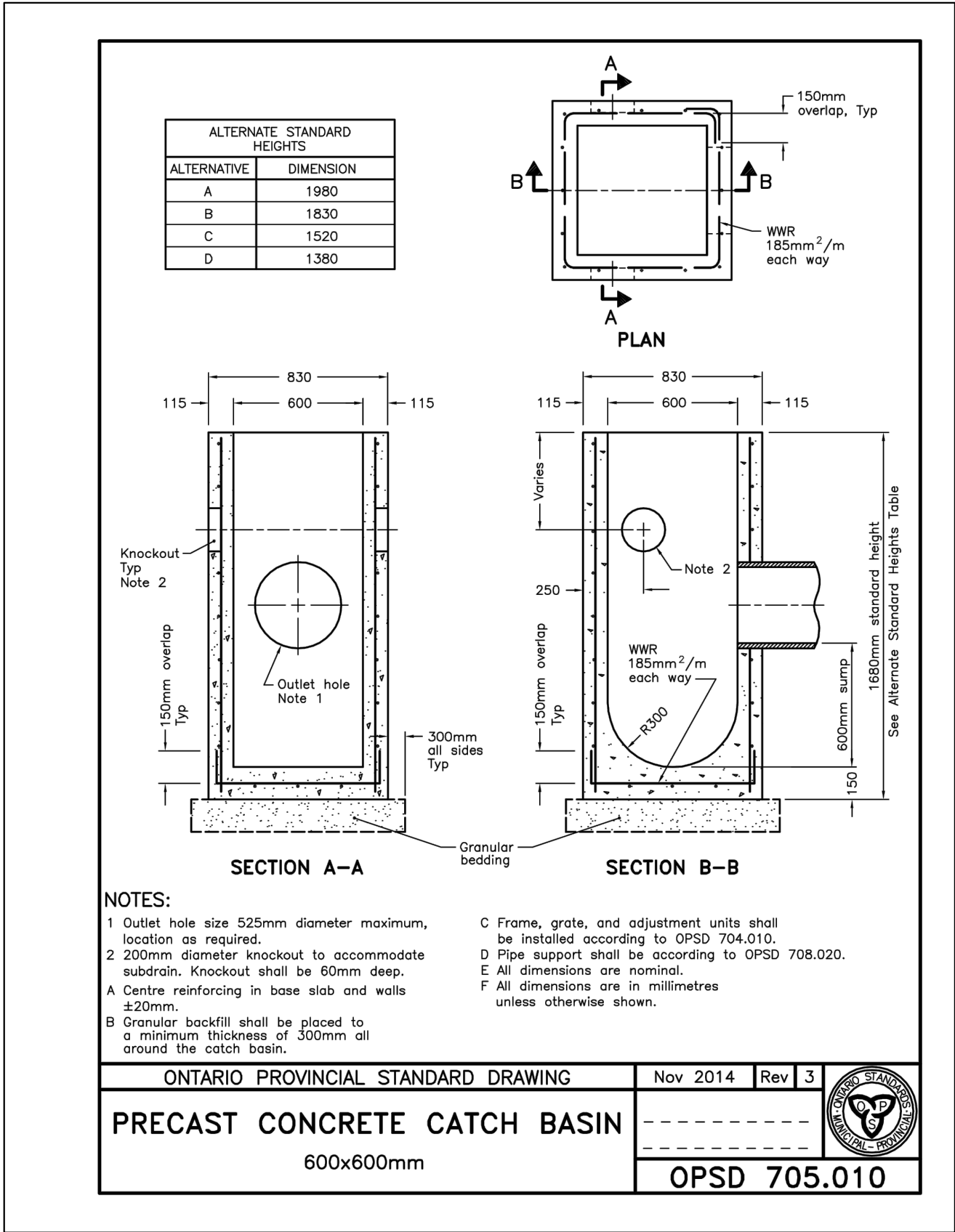
1 - TITLE AND NOTES  
2 - SITE PLAN  
3 - STORM WATER PLAN  
4 - DETAILS







SITE PAVING DETAILS  
N.T.S



NOT FOR CONSTRUCTION

R E V I S I O N S			C A U T I O N	
DATE	DETAILS	BY	- ALL UTILITIES ARE NOT NECESSARILY SHOWN ON THIS DRAWING.	- WHERE UTILITIES ARE SHOWN, LOCATIONS ARE NOT GUARANTEED
MAR 16 2020	ISSUED FOR SITE PLAN CONTROL	C.A.M	- LOCATION & SIZE OF ALL UTILITIES MUST BE VERIFIED IN THE FIELD.	
MAR 03 2020	ISSUED FOR OWNER REVIEW	C.A.M		

LICENSED PROFESSIONAL ENGINEER

C. A. MCGUIGAN

100219284

MAR 16 2020

PROVINCE OF ONTARIO

DATE: 2020-03-02

DRAWN: C.A.M

DESIGNED:

CHECKED:

ENGINEER:

APPROVED:

McGuigan Engineering

20 Ford Cres. Blenheim ON N0P 1A0

C: 519 365 1616

E: chris@mcguiganeng.ca

DETAILS

AGRIS PROPOSED STORAGE  
8 BELLE RIVER RD  
COTTAM, ON

SCALE: N.T.S

OWNER: AGRIS COOPERATIVE

CAD / FILE NUMBER: 19-30

PAGE NO.: 4 OF 4



March 11, 2020

Agris Cooperative Ltd. c/o Adrian Vandyk  
8 County Rd 27  
Kingsville, ON N0R 1B0

regs@erca.org

P.519.776.5209

F.519.776.8688

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

Re: Application for Clearance  
8 COUNTY RD 27 W, Town of Kingsville  
Construct a Detached Structure

We acknowledge your inquiry concerning the above described development proposal. A review of the floodplain mapping for the area in question, as depicted in your correspondence has been completed. In accordance with your information, the proposed location of the detached structure will be located on a portion of your property that is not subject to any regulations administered by the Essex Region Conservation Authority (ERCA). This development proposal you wish to proceed with does not require a permit from this office. This letter provides our clearance on this proposal. If during the proposed construction you wish to alter this proposal, please contact this office to confirm that the proposed alterations comply with this clearance.

Please be advised that any future construction activities on the above mentioned property may require an approval from this office. We are requesting that you contact this office at the time of preparation of plans for construction activities, to determine if a permit from this office is required for the proposed works.

In addition, the Cottam Sideroad Drain is a municipal drain that is under the control of the Town of Kingsville. It is the owner's responsibility to obtain all necessary permits and/or clearances from the Town of Kingsville for any works to the drain. All inquiries regarding *Drainage Act* approvals should be made with the Drainage Superintendent of the Town of Kingsville.

This response is qualified by our having assumed the accuracy of any information provided to us by you.

**This approval does not negate your responsibility to obtain any other authorizations or clearances that may be necessary.**

If you have any questions, please contact the undersigned at this office at (519)776-5209.

Yours truly,

Dan Jenner  
Regulations Analyst  
/ag

C/ Peter Valore, *Chief Building Official* Town of Kingsville

# ERCA Internet Mapping



**Essex Region  
Conservation  
Authority**

## Legend

- Municipal Drain (ERCA Mapping)**
- ▶ Natural
  - ▶ Channelized; Open
  - ▶ Tiled; Closed
  - Other
- ☐ City Assessment
- ☐ Pelee Assessment
- ☐ County Assessment
- ☐ County/Pelee Ownership
- Limit of Regulated Area
- ERCA Owned or Managed Land - Exte
- ☐ City Ownership

## Location

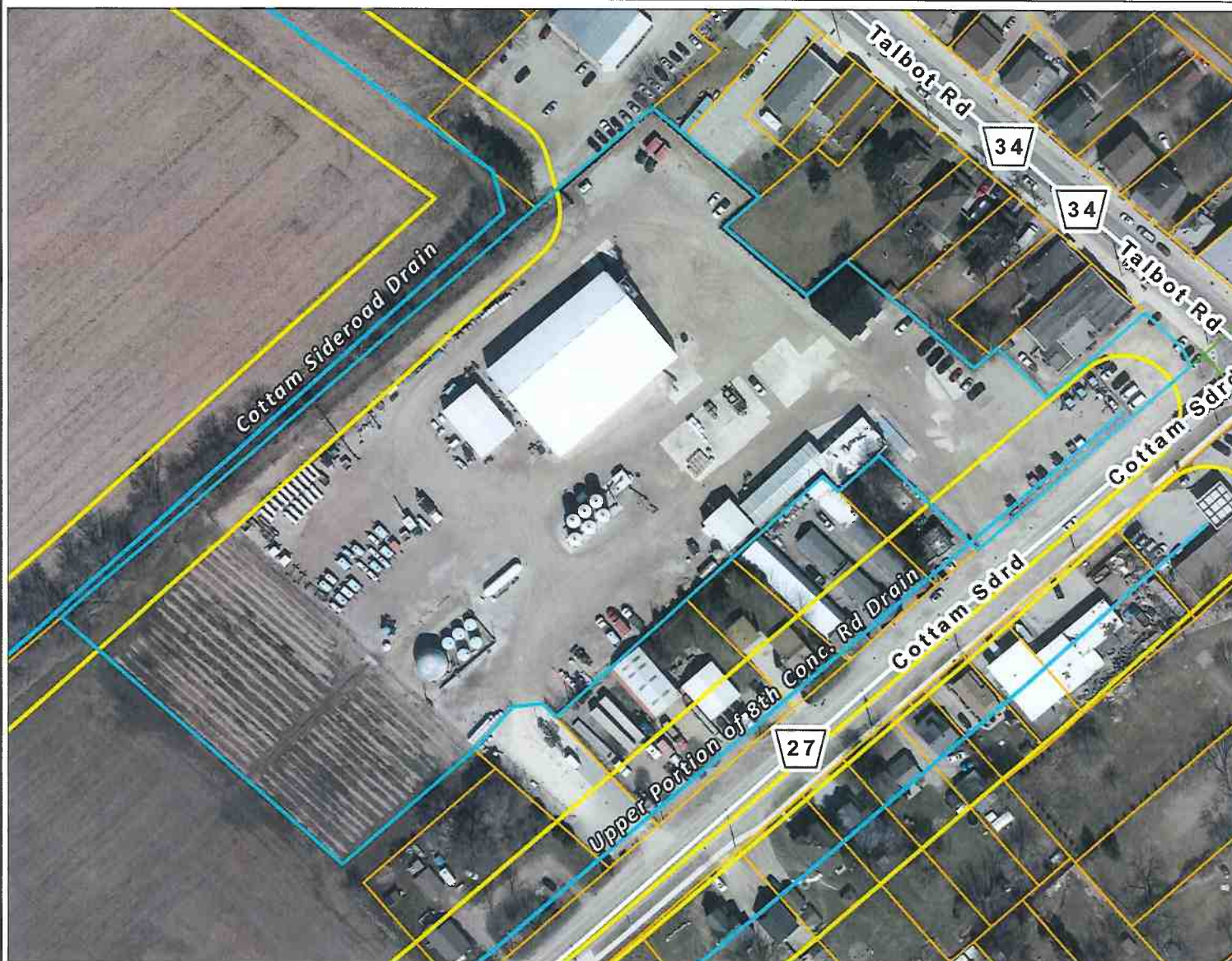


0 37.78 75.6  
Meters

1: 1,700



3/10/2020



## Notes

ARN: 371157000000101  
Address: 8 COUNTY RD 27 W



**THIS MAP IS INTENDED FOR INTERNAL USE ONLY.**

All data copyright 2020. Data provided by ERCA or its partners under license.

Data herein is provided on an 'as is' basis and is for visual reference only. Map not to be used for navigation or plan of survey.

Aerial photography copyright the City of Windsor/County of Essex/Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario/ERCA.

## APPLICATION FOR CLEARANCE

### Applicant Information

Applicant(s): AGRIS CO-OPERATIVE LTD	
Mailing Address:	Postal Code:
Telephone: 519-354-7178	Cell Phone: 519-380-5193
E-mail Address: <a href="mailto:adrianv@agris.coop">adrianv@agris.coop</a>	Application Fee: \$115.00

*pd March 9/20*

### Location of Proposed Works

Municipality: TOWN OF KINGSVILLE	Waterway: COTTAM SIDEROAD DRAIN
Municipal Street Address: 8 BELLE RIVER ROAD	
Lot/Plan/Concession: LOT 270, PLAN 12R-166608, CON SOUTH TALBOT ROAD	

### Proposed Works to be Undertaken

CONSTRUCT A CROP PROTECTION WAREHOUSE MEASURING 17.2M X 29.3M (499.5 SQ M)
LOCATED ON ATTACHED MAP

### Attach two (2) copies of plans, signed & dated, depicting:

- 1) Location of property in relation to surrounding buildings, streets, roadways, etc. (*plot plan*)
- 2) Size, location and dimensions of property - all existing structures
- 3) Location, dimensions and elevations of all proposed structures, and fill
- 4) Elevation of any windows, doors, vents, or others exterior openings in relation to final grade

The above submission must be in complete final form before it will be scheduled for consideration by the Full Authority Board. This application, if approved, does not preclude any approvals by any other existing laws and regulations. Any false or mis-leading statement contained in this application may result in withdrawal of any permit issued on the basis of this application.

Personal information on this form is collected under the authority of Conservation Authorities Act, RSO 1980, and will be used only by programme administration. Questions about the collection of personal information should be directed to: ERCA, 360 Fairview Ave. W., Essex, ON, N8M 1Y6

Applicant's Signature: \_\_\_\_\_

*Adrian V. Cooper*

Date: \_\_\_\_\_

**MARCH 6, 2020**

DWG NAME / FILE NO: 19-30

4. All proposed work to be checked and in accordance with the Ontario Building Code, relevant OPSDs and municipal standards.

6. All sanitary and storm sewer elevations are inverts.

NOTES: 1. All dimensions on drawings shall be in metric unless otherwise noted.

2. Contractor to verify all dimensions prior to construction.

3. Contractor to immediately notify the engineer of any discrepancies or changes to the drawings.

DISCLAIMER: All data are provided as part of the supplied data may be reproduced, or transmitted in any form or by any means, without the prior written permission of McGuigan Engineering.

DESIGNER'S RESPONSIBILITY: The design is provided "as is" without warranty of any kind, either expressed or implied. Any and all liabilities for damage, direct or indirect, resulting from the use of the supplied data is the full and final responsibility of the user.

8 BELLE RIVER RD. E COTTAM  
FACILITY PROPOSED STORAGE BUILDING  
FOR AGRIS CO-OPERATIVE LTD.

KEY PLAN  
N.T.S.

NOTES:

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9. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO CONTROL EROSION AND SEDIMENT DURING CONSTRUCTION.

10. INSTALL MUD MATS AT ENTRANCES TO THE WORK SITE.

11. MONITOR SUMPS ON A REGULAR BASIS FOR SEDIMENT AND INSTALL SEDIMENT TRAPS AS REQUIRED.

12. INSTALL SILT FENCING AS REQUIRED.

13. CONTRACTORS SHALL BE COMPETENT AND QUALIFIED TO DO THE WORK THEY PERFORM.

14. ALL PROVINCIAL AND LOCAL SAFETY REGULATIONS SHALL BE FOLLOWED AT ALL TIMES.

15. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER.

16. DO NOT SCALE DRAWINGS. WORK WITH WRITTEN DIMENSIONS ONLY.

17. ORIGINAL SITE PLAN BY Y.C LIU ENGINEERING.

18. ALL REQUIRED PERMITS ARE THE RESPONSIBILITY OF THE CONTRATOR

LEGEND

FIRE HYDRANT -

MANHOLE -

CATCH BASIN -

CLEAN OUT -

NEW ELEVATION -

EXISTING ELEV. -

CURB STOP -

VALVE -

DOWN SPOUT -

LIGHT POLE -

HYDRD POLE -

EXISTING SLOPE -

SURFACE SLOPE -

ZONING REQUIREMENTS

CRITERIA	PROVIDED	REQUIRED (M1-10)
LOT AREA	27,090m^2	1300m^2
LOT FRONTAGE	277m	30m
FRONT YARD DEPTH	60m	7.5m
SIDE YARD	51m	10.5m
REAR YARD DEPTH	14.5m	10.5m
LOT COVERAGE	13.5%	50%
LANDSCAPE SPACE	24%	15%
PARKING	37	37

LIST OF DRAWINGS

1 - TITLE AND NOTES

2 - SITE PLAN

3 - STORM WATER PLAN

4 - DETAILS

NOT FOR CONSTRUCTION

REVISIONS

DATE	DETAILS	BY
MAR 03 2020	ISSUED FOR OWNER REVIEW	C.A.M

CAUTION

- ALL UTILITIES ARE NOT NECESSARILY SHOWN ON THIS DRAWING.

- WHERE UTILITIES ARE SHOWN, LOCATIONS ARE NOT GUARANTEED

- LOCATION & SIZE OF ALL UTILITIES MUST BE VERIFIED IN THE FIELD.

DATE: 2020-03-02

DRAWN: C.A.M

DESIGNED:

CHECKED:

ENGINEER:

APPROVED:

McGuigan  
Engineering

20 Ford Cres. Blenheim  
ON N0P 1A0  
C: 519 365 1616  
E: chris@mcguiganeng.ca

TITLE & NOTES

AGRIS PROPOSED STORAGE  
8 BELLE RIVER RD  
COTTAM, ON

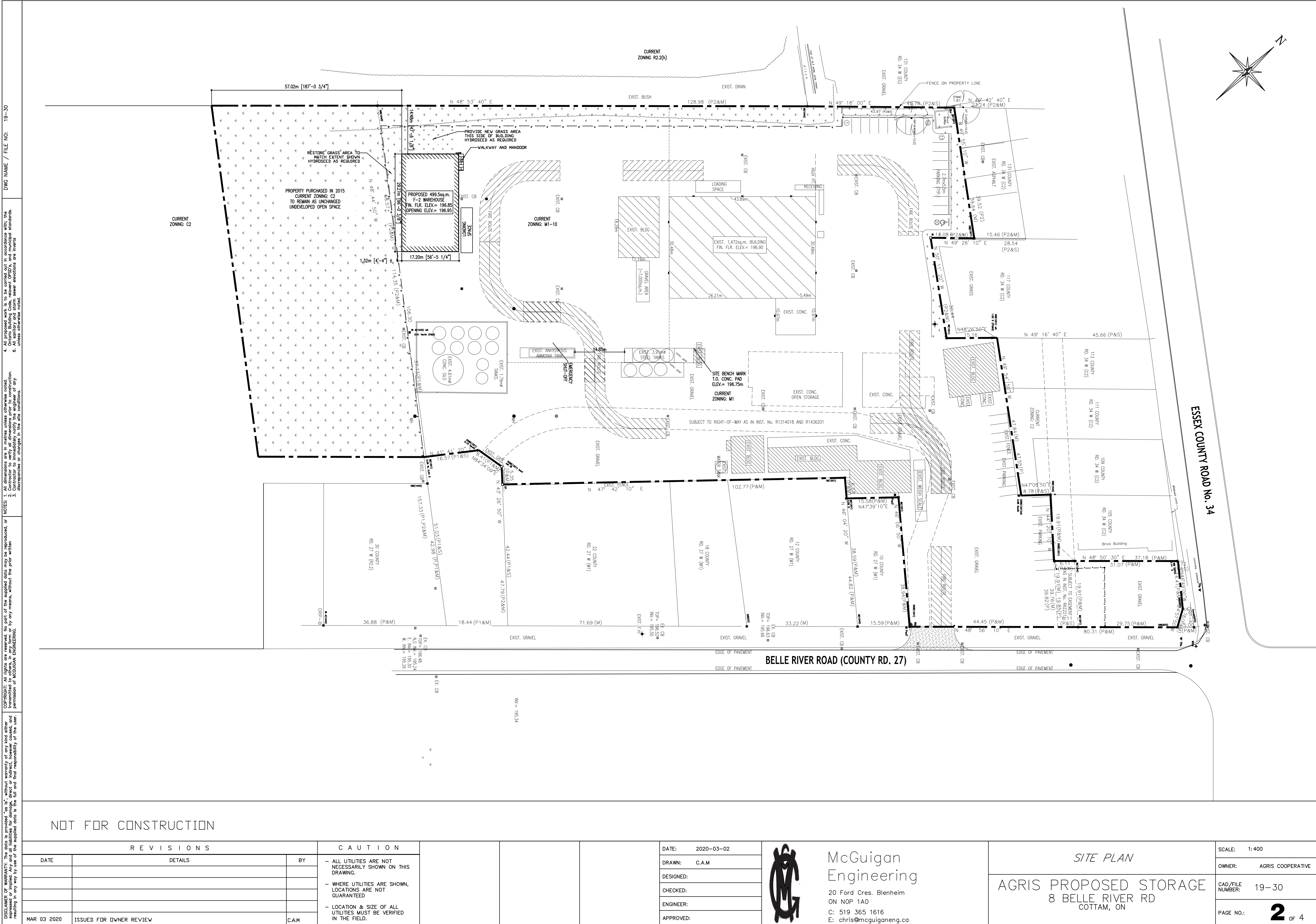
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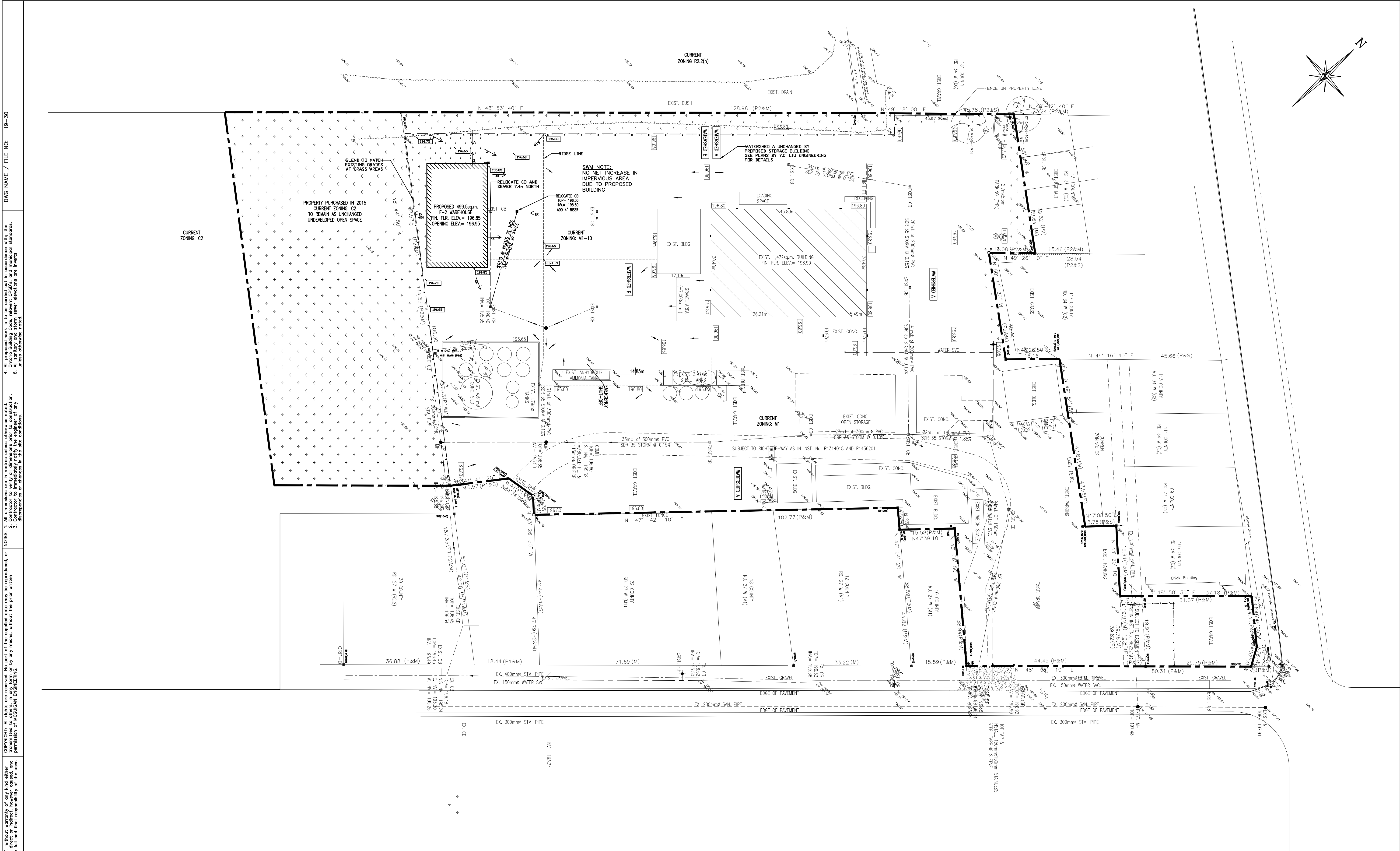
OWNER: AGRIS COOPERATIVE

CAD/FILE NUMBER: 19-30

PAGE NO.: 1 OF 4

115



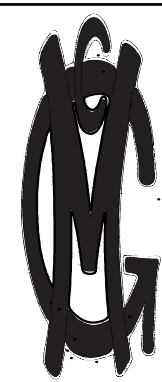


NOT FOR CONSTRUCTION

REVISIONS		
DATE	DETAILS	BY
MAR 03 2020	ISSUED FOR OWNER REVIEW	C.A.M

CAUTION
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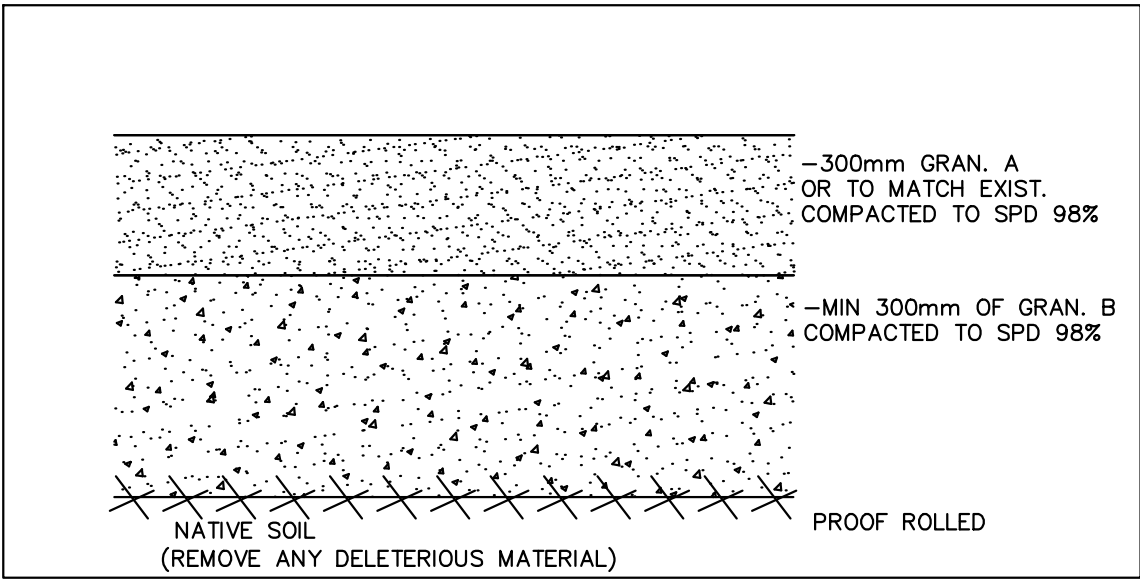
DATE:	2020-03-02
DRAWN:	C.A.M
DESIGNED:	
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ENGINEER:	
APPROVED:	



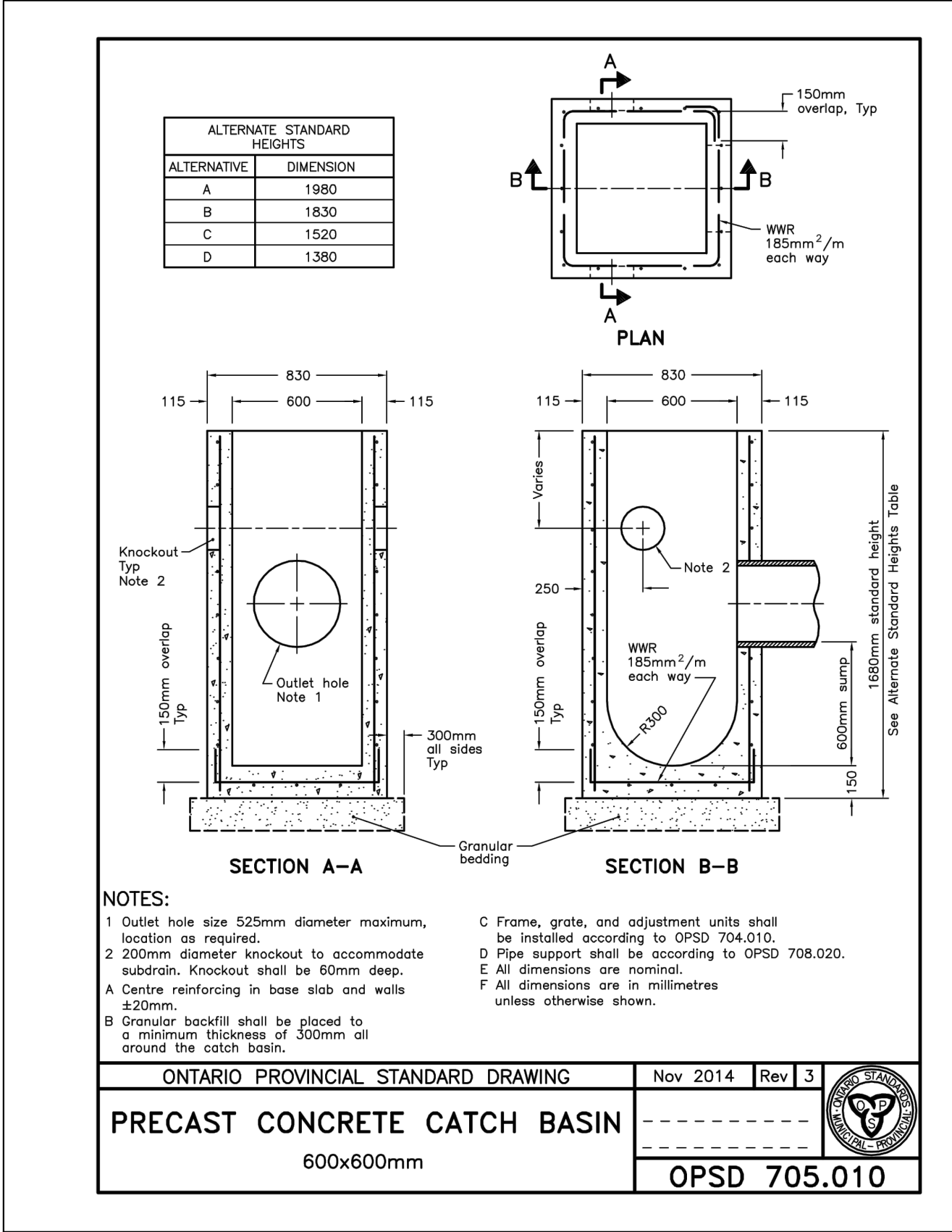
McGuigan  
Engineering  
20 Ford Cres. Blenheim  
ON N0P 1A0  
C: 519 365 1616  
E: chris@mcguiganeng.ca

STORM WATER PLAN  
AGRIS PROPOSED STORAGE  
8 BELLE RIVER RD  
COTTAM, ON

SCALE:	1:400
OWNER:	AGRIS COOPERATIVE
CAD/FILE NUMBER:	19-30
PAGE NO.:	3 OF 4



SITE PAVING DETAILS  
N.T.S



NOT FOR CONSTRUCTION

REVISIONS		
DATE	DETAILS	BY
MAR 03 2020	ISSUED FOR OWNER REVIEW	C.A.M

CAUTION
- ALL UTILITIES ARE NOT NECESSARILY SHOWN ON THIS DRAWING.
- WHERE UTILITIES ARE SHOWN, LOCATIONS ARE NOT GUARANTEED
- LOCATION & SIZE OF ALL UTILITIES MUST BE VERIFIED IN THE FIELD.

DATE:	2020-03-02
DRAWN:	C.A.M
DESIGNED:	
CHECKED:	
ENGINEER:	
APPROVED:	



McGuigan  
Engineering  
20 Ford Cres. Blenheim  
ON N0P 1A0  
C: 519 365 1616  
E: chris@mcguiganeng.ca

DETAILS	
AGRIS PROPOSED STORAGE 8 BELLE RIVER RD COTTAM, ON	

SCALE:	N.T.S
OWNER:	AGRIS COOPERATIVE
CAD/FILE NUMBER:	19-30
PAGE NO.:	4 OF 4



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

**Date:** April 16, 2020

**To:** Mayor and Council

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

**RE:** Application for Site Plan Amendment SPA/04/2020 by  
Golden Acres Farms Inc. & 1797540 Ontario Inc.  
2011 Graham Side Road and V/L Graham Side Road  
Part of Lot 6, Concession 2 ED, Parts 1 & 2, RP 12R 20174

**Report No.:** PS 2020-025

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## **AIM**

To provide the Mayor and Council with details regarding an application for site plan amendment for a proposed greenhouse expansion.

## **BACKGROUND**

The subject parcel is an approx. 25 ha (62 ac.) and consists of two farms. The northerly parcel has an existing 8.5 ha (21 ac.) greenhouse, bunkhouse, office, and service building, originally built in 2011 and 2014. The southerly parcel is currently vacant. The proposal at this stage is an expansion of an additional 9.55 ha (23.6 ac.) of greenhouse along with a new bunkhouse on the vacant parcel. A service building addition, warehouse addition and new hot water tank are proposed on the existing greenhouse site. (Appendix A) A storm water management system is place from the original build out on the occupied parcel. A revised storm water report addressing the requested amendments has been submitted for review.

## **DISCUSSION**

### **1.0 Provincial Policy Statement**

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

## **2.0 Official Plan**

The subject property is designated 'Agriculture' and subject to the policies under Section 3.1 of the Official Plan for the Town of Kingsville. The proposed use is permitted in the agricultural area.

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

The subject property is zoned 'Agriculture, (A1)'. The attached site plan has been reviewed and the proposed new development will be in compliance with the provisions of the Town of Kingsville Zoning By-law 1-2014. Since the application was submitted prior to the recent change in the greenhouse zoning standards it was assessed based on the regulations in place at the time of submission. The zoning also **does not** permit cannabis production.

## **4.0 Site Plan**

The Phase 3 expansion on the site consists of an additional 9.55 ha (23.6 ac.) of greenhouse growing area, a 1,596.7 sq. m (17,187.3 sq. ft. ) service building addition, 1,786.3 sq. m (19,228 sq. ft.) warehouse addition and a new 1,092.2 sq. m (11,756.7 sq. ft.) bunkhouse for up to 38 additional staff required for the expansion. The principle change between the original site plan approval (Appendix B) and the requested amendment is construction of an additional standalone bunkhouse versus an addition to the existing and the location of the Phase 3 greenhouse which has been pushed further west on the lot toward the storm water pond. Total lot coverage of the overall development remains unchanged.

The applicant has indicated that the existing greenhouse and new greenhouse utilize a high level of automation that reduces the need for staff. The increased floor area provided in the new bunkhouse will also help to provide added space which has become a significant concern for greenhouse operations since the advent of COVID-19 and the need for social distancing.

The facilities on the subject property are on private septic service and an additional new system will be required for the new bunkhouse. An application for a large water service has been submitted for the facility and is awaiting availability confirmation from Stantec Consulting.

The Town is already aware that grow lights are being used on the site in the Phase 2 greenhouse. The owner has been made aware that lighting controls need to be added. Sidewall curtains are in use however, ceiling curtains will need to be added to bring the operation into full compliance with the existing agreement. The applicant has further confirmed that grow lights will be used in the Phase 3 expansion. The Town has requested details on the lighting controls to be utilized in the expansion. Both sidewall and ceiling curtains are proposed. Securities are included as part of the amending agreement related to primarily lighting control and access improvements.

## **LINK TO STRATEGIC PLAN**

Support growth of the business community.

## **FINANCIAL CONSIDERATIONS**

There will be an increase in assessment once development is completed. There will also be the collection of development charges and building permit fees.

## **CONSULTATIONS**

### **Agency and Administration**

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

### **Essex Region Conservation Authority (ERCA)**

- Full comment is attached as Appendix C.
- Storm water management will be required along with any necessary permits
- ERCA has also outlined conditions to be included in the amending agreement.
- It was also noted in follow-up comment that ERCA requested that comment on Section 2.2 be disregarded.

### **Town of Kingsville Management Staff**

- Municipal Services provided detailed review and comment to the applicant which has been addressed in the final site plan
- The proposed building will need to comply with the requirements of OBC
- An update to the existing storm water plan was provided, no concerns were noted
- To address confirmation of lighting control at the appropriate time Building Services and Planning will coordinate an inspection of the system in place prior to final occupancy
- There were no objection to the development moving forward subject to conditions outlined in the amending agreement

## RECOMMENDATION

That Council:

approve site plan amendment application SPA 04 2020 for the requested changes to the greenhouse development on the subject lands including the service building and warehouse additions, new bunkhouse, hot water tank and repositioned greenhouse in Part of Lot 6, Concession 2 ED, Parts 1 and 2, RP 12R 20174, subject to the conditions outlined in the amending site plan agreement, and

authorize the Mayor and Clerk to sign the amending agreement and register said agreement on title.

*Robert Brown*

---

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

*Jennifer Astrologo*

---

Jennifer Astrologo, B.H.K. (hons), LL.B  
Director of Corporate Services





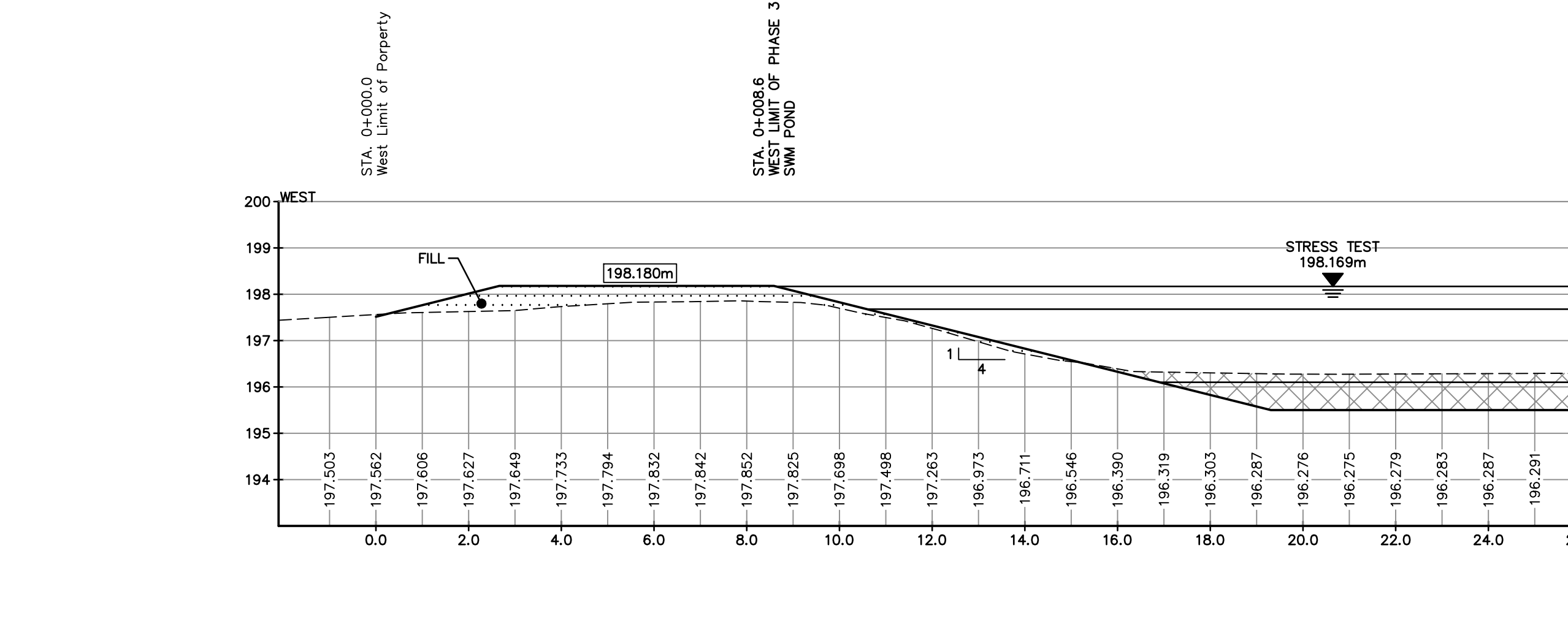
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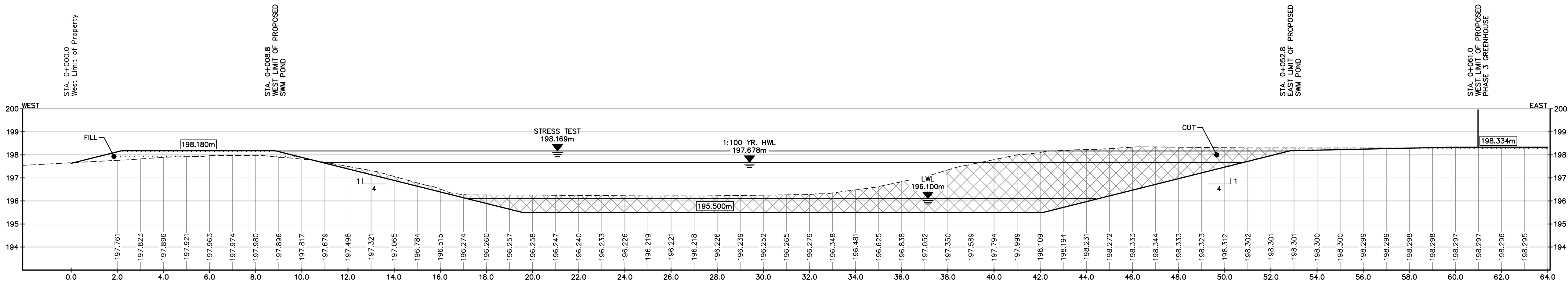


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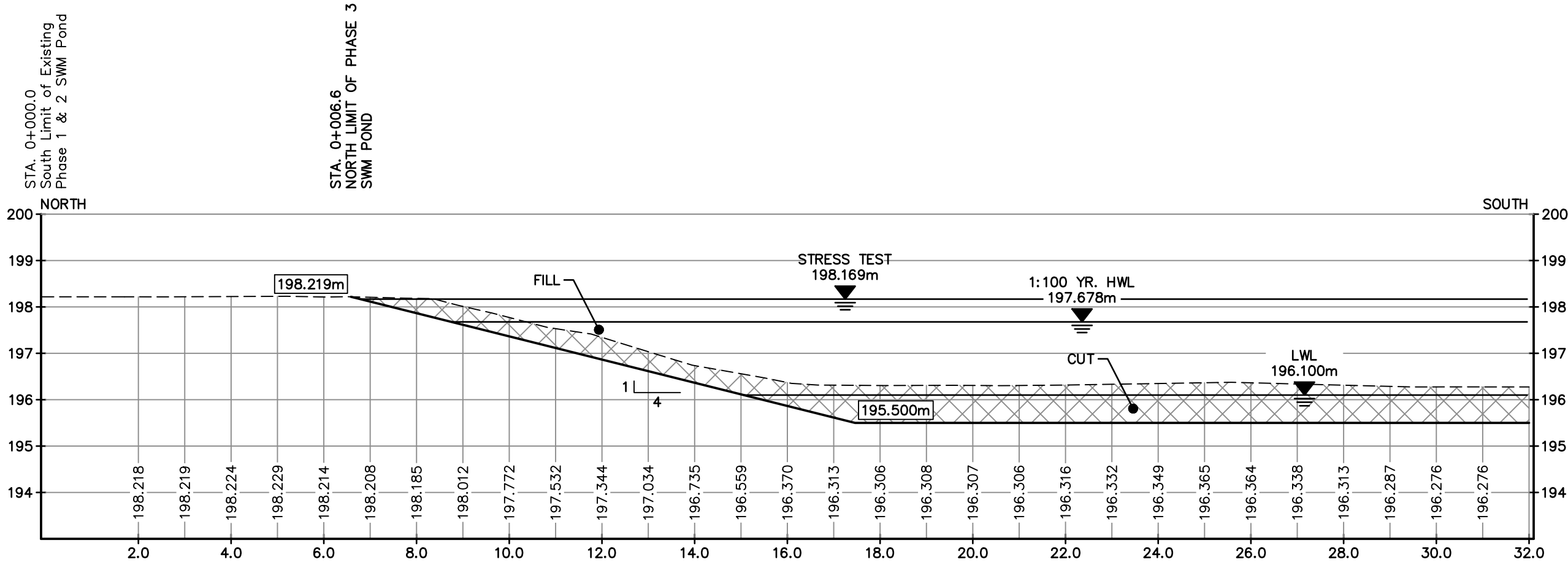
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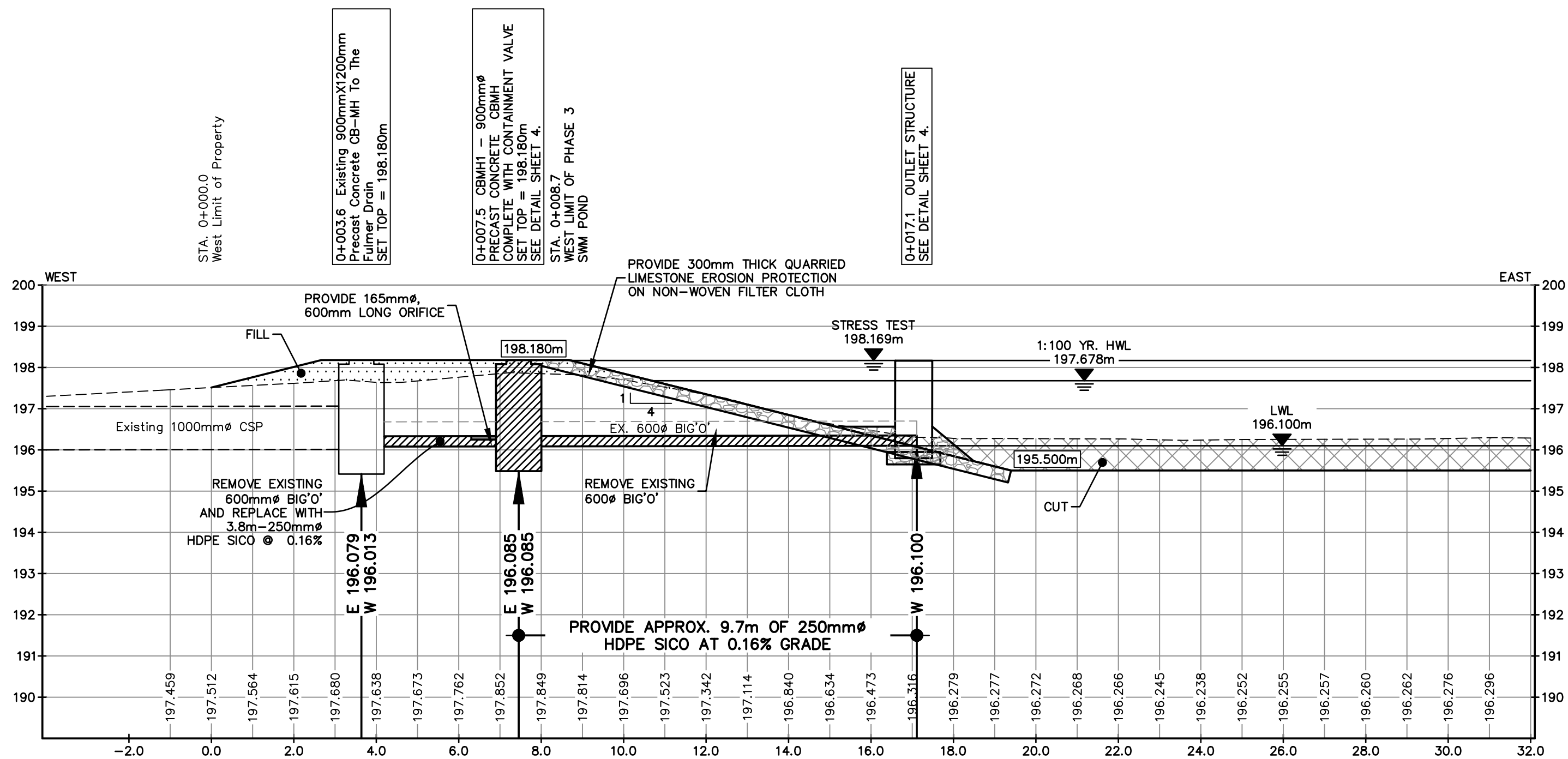
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SECTION J-J  
Scale = 1:100



SECTION K-K  
Scale = 1:100



OUTLET TO FULMER DRAIN AND BRANCH  
Scale = 1:100

NOTES:

- THE ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING ARE NOT GUARANTEED BY THE OWNER OR N.J. PERALTA ENGINEERING LTD. OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE AND/OR LOCATION SHOWN.
- ALL DIMENSIONS AND ELEVATIONS SHOWN IN METRES UNLESS OTHERWISE NOTED.
- 198.200 DENOTES EXISTING SITE ELEVATIONS.
- 191.405 APPROXIMATE PROPOSED TOP ELEVATION OR SITE GRADE.
- 190.860 APPROXIMATE PROPOSED INVERTS. 190.010 APPROXIMATE PROPOSED TOP ELEVATION.
- 190.010 APPROXIMATE PROPOSED SWALE GRADES.
- ALL POND SLODESLOPES TO BE NO STEEPER THAN 4(H:V) TO 1(V:H) UNLESS OTHERWISE NOTED.
- PLACE MIN. 6" (150mm) THICK TOPSOIL ON ALL POND BANKS AND DISTURBED AREAS, AND SEED TO GRASS.
- EROSION PROTECTION TO BE 300mm THICK QUARRIED LIMESTONE RIP RAP ON NON-WOVEN FILTER CLOTH MINIMUM 2.0m WIDE.
- PROVIDE RODENT GRATES ON ALL DRAIN OUTLETS.
- TOP ELEVATION OF DETENTION POND TO BE NO LESS THAN 198.200m.
- STORM EVENTS IN EXCESS OF THE 1:100 YEAR STORM MAY CAUSE FLOODING.
- THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE STORMWATER MANAGEMENT REPORT DATED FEBRUARY 24th, 2020.
- STORM DRAINAGE AND DETENTION DESIGN BASED ON SITE LAYOUT ESTABLISHED AND APPROVED BY OWNED AGENCY OF SITE LAYOUT IS THE RESPONSIBILITY OF THE OWNER.
- THE OWNER AND/OR CONTRACTOR IS RESPONSIBLE TO PROVIDE ADEQUATE SEDIMENT CONTROL MEASURES DURING CONSTRUCTION. FOR DETAILS SEE O.P.S.S. 577.
- DETAILS FOR SEDIMENT CONTROL MEASURES ARE AVAILABLE IN APPENDIX 'C' OF THE STORMWATER MANAGEMENT REPORT.
- CATCH BASINS WITHIN PARKING LOTS AND TRAVELED AREAS TO BE PRECAST CONCRETE WITH CAST IRON FRAME AND GRATE OR EQUIVALENT.

S.W.M. REPORT	W.L.L.	24 FEB. 2020
ISSUED FOR:	BY	DATE
REVISIONS		

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

Kingsville Ontario

ENGINEERING STAMPS:



**GOLDEN ACRES**  
**FARMS INC.**

**PHASE 3**  
**GREENHOUSE**

**2011 GRAHAM SIDEROAD**  
**KINGSVILLE, ONTARIO**

SHEET TITLE:

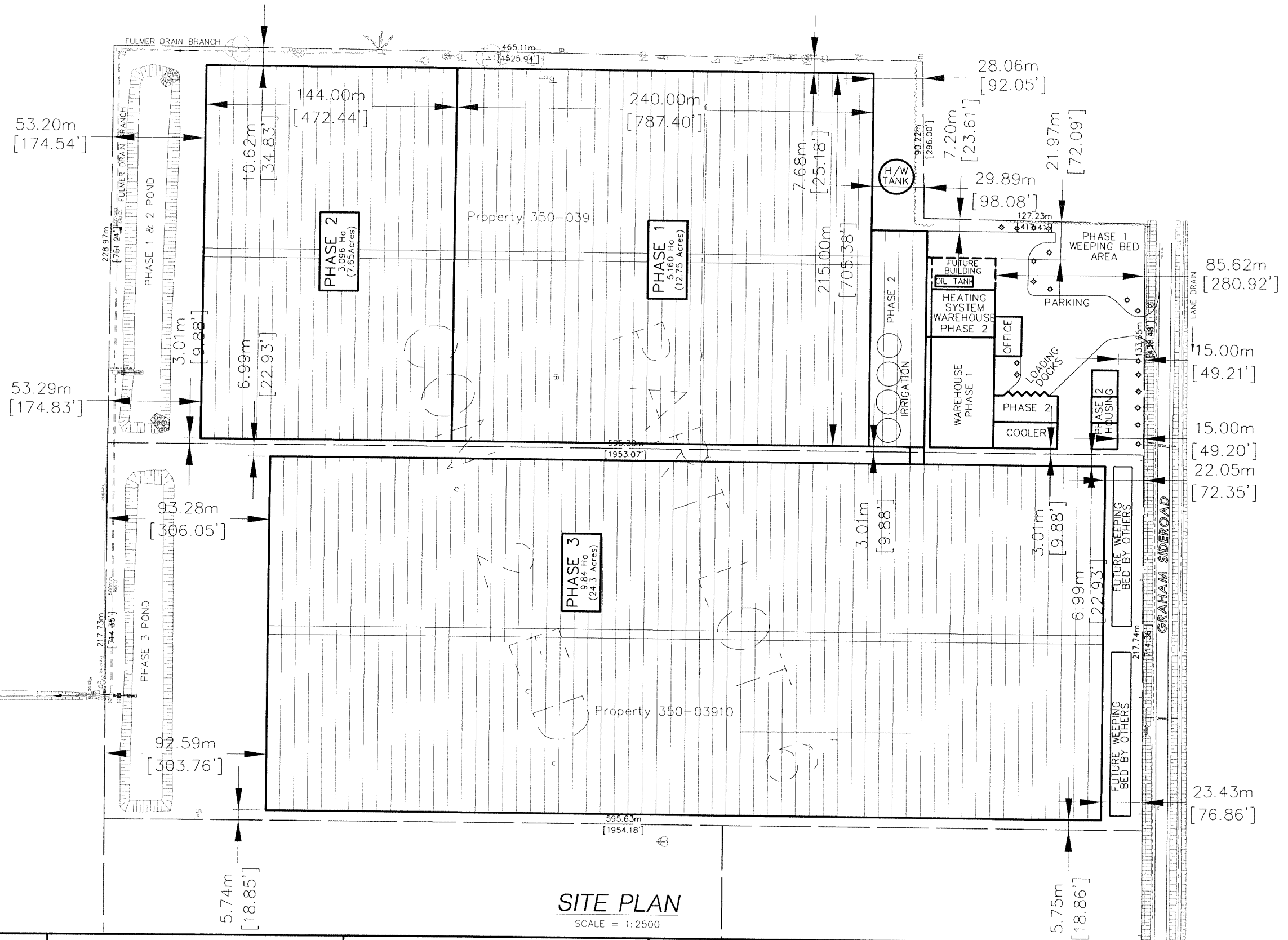
SECTIONS

DESIGNED BY: H.C.M. DATE: FEB. 24th, 2020

DRAWN BY: J.H. SCALE: AS NOTED

SHEET No: 5 OF 5

PROJECT No: E19-023



SITE DETAILS (350-039)		SITE DETAILS (350-03910)		SITE DETAILS (TOTALS)		<b>LOUIS CHIBANTE GREENHOUSE DEVELOPMENT</b> PART OF LOT 6, CONCESSION 2, EASTERN DIVISION IN THE <b>TOWN OF KINGSVILLE</b> IN THE <b>COUNTY OF ESSEX • ONTARIO</b>		<b><i>N. J. Peralta Engineering Ltd.</i></b> 45 DIVISION STREET NORTH KINGSVILLE, ONTARIO N9Y 1E1		
TOTAL PROPERTY AREA = 12.330 Ha. PHASE 1&2 BUILDING AREA = 9.277 Ha.		TOTAL PROPERTY AREA = 12.966 Ha. PHASE 3 BUILDING AREA = 9.840 Ha.		TOTAL PROPERTY AREA = 25.297 Ha. PHASE 1&2 BUILDING AREA = 9.277 Ha. PHASE 3 BUILDING AREA = 9.840 Ha. PHASE 1&2 COVERAGE = 36.7%				DATE: SEPT. 21st, 2010		
TOTAL BUILDING COVERAGE = 75.2%		TOTAL BUILDING COVERAGE = 75.9%		TOTAL BUILDING COVERAGE = 75.6%		128		FILE No.: <b>E10-009</b>	DRAWN BY: H.C.M. PLOT CODE: 1:1 FILE: E10-009.DWG	SITE PLAN



planning@erca.org

P.519.776.5209

F.519.776.8688

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

March 17, 2020

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

Dear Mr. Brown:

RE: Application for Site Plan Control SPA-04-2020 2011 GRAHAM SIDE RD  
ARN 371135000003900, 371135000003910; PIN: 751690156, 751690157  
Applicant: GOLDEN ACRE FARMS INC & 1797540 ONTARIO INC

The following is provided as a result of our review of Application for Site Plan Control SPA-04-2020. The purpose of the application is for the expansion of an additional greenhouse along with a new bunkhouse on the subject parcel. The circulation was accompanied by the circulation of two supporting documents:

1. Site Plan, Golden Acres Farms Inc., Phase 3 Greenhouse, drawings dated February 24, 2020, completed by N.J. Peralta Engineering Ltd., and,
2. Stormwater Management Report, Golden Acre Farms Inc., Phase 3 Greenhouse Expansion, 2011 Graham Sideroad, dated February 25, 2020, provided by N.J. Peralta Engineering Ltd.

**DELEGATED RESPONSIBILITY TO REPRESENT PROVINCIAL INTEREST IN NATURAL HAZARDS (PPS) AND REGULATORY RESPONSIBILITIES OF 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*.

The above noted lands are subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the *Conservation Authorities Act* (Ontario Regulation No. 158/06). The parcel falls within the regulated area of the Fulmer Drain Branch. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by Section 28 of the *Conservation Authorities Act*.

ERCA has received a submission of an ERCA Permit application (ERCA file number 225-20) and our office has initiated a review of the materials.

Mr. Brown  
March 17, 2020

It should also be noted that the proposed greenhouse is in an area where the extent of floodplain mapping was not completed. It is our understanding that the requirement to update the floodplain mapping has been initiated and the SWM solution for this proposed development would need to be consistent with the direction provided in that study (e.g., Master Drainage Study). Further, if the study identified any specific provisions for the consideration of stormwater management facility (see attached example provisions from the Municipality of Leamington). Further discussion may be warranted between staff from our office and staff from the Town of Kingsville including representatives from legal, planning, engineering and drainage.

### **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)**

ERCA has concerns with the potential impact of the quality and quantity of runoff in the downstream watercourse due to the proposed development on this site. ERCA recommends that stormwater quality and stormwater quantity will need to be addressed up to and including the 1:100 year storm event and be in accordance with the guidance provided by the Stormwater Management Planning and Guidance Manual, prepared by the Ministry of the Environment (MOE, March 2003) and any other local requirements (e.g., Windsor-Essex Region Stormwater Management Standards Manual).

We therefore request inclusion of the following conditions in the Development Agreement:

1. That the developer undertakes an engineering analysis to identify stormwater quality and quantity measures as necessary to control any increases in flows in downstream watercourses, up to and including the 1:100 year design storm, to the satisfaction of the Municipality and the Essex Region Conservation Authority.
2. That the developer installs stormwater management measures identified above, as part of the development of the site, to the satisfaction of the Municipality and the Essex Region Conservation Authority.
3. That the developer obtains the necessary permit or clearance from the Essex Region Conservation Authority prior to undertaking site alterations and/or construction activities.

#### **SECTION 2.2 Water (PPS)**

The subject property is located within a significant groundwater recharge area (SGRA). Section 2.2.1 of the PPS states that: "Planning authorities shall protect, improve or restore the quality and quantity



Mr. Brown  
March 17, 2020

of water by: d) maintaining linkages and related functions among ground water features, hydrologic functions, natural heritage features and areas and surface water features including shoreline areas" and "e) implementing necessary restrictions on development and site alteration to:

1. protect all municipal drinking water supplies and designated vulnerable areas; and
2. protect, improve or restore vulnerable surface and ground water, sensitive surface water features and sensitive ground water features, and their hydrologic functions".

In addition to the policies of the PPS 2014, the County of Essex Official Plan identifies Significant Groundwater Recharge Areas (SGRA) on Schedule C5. Section 2.5.2 b) of the County of Essex Official Plan states that: "Development and site alteration that may be a significant threat will only be permitted within an HVA or SGRA where it has been demonstrated by way of the preparation of a groundwater impact assessment that there will be no negative impact on the HVA or SGRA". The Essex Chatham Kent Groundwater Study was completed in 2004 by Dillon Consulting Ltd and Golder Associates Ltd, which delineated the highly vulnerable aquifers and significant recharge areas and provides background information for any further water budget or hydrologic study requirements.

We recommend inclusion of the following condition of approval:

That the developer undertake a groundwater impact assessment to address the Significant Ground Water Recharge area associated with the proposed project to the satisfaction of the Municipality.

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

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.

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

Sincerely,



Michael Nelson, BSc, MSc (Planning)  
*Watershed Planner*



Mr. Brown  
March 17, 2020

/mn



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

**Date:** April 20, 2020

**To:** Mayor and Council

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

**RE:** Application for Minor Development Agreement AGR 01 2020 by  
David Golden and Dawn Deyong  
411 Road 2 W, Part of Lot 7, Concession 1, WD

**Report No.:** PS 2020-029

---

## **AIM**

To provide the Mayor and Council with details regarding a proposed minor development agreement on lands known as 411 Road 2 W in the Town of Kingsville to permit a second dwelling temporarily.

## **BACKGROUND**

The subject property is a 0.4 ha (0.992 ac.) rural residential parcel and contains an existing dwelling and outbuilding. The owners are planning to construct a new single detached dwelling on the parcel (shown in Appendix A) but would like to be able to live in the existing dwelling during construction. Once the new dwelling is in place the existing dwelling on the property would be removed. Since the zoning by-law does not permit two dwellings on one lot a minor development agreement is required. The agreement outlines that the existing dwelling is temporarily permitted during construction but must be removed within a set time frame. This can be within one year of entering into the agreement or once the owner is ready for occupancy they must apply for a demolition permit and remove the existing dwelling within 90 days. These options provide a degree of flexibility to a property owner depending on the scale of the new build.

## **DISCUSSION**

The subject property is designated 'Agriculture' by the Kingsville Official Plan and zoned Agriculture (A1) in the Kingsville Comprehensive Zoning By-law. Both the Official and Zoning By-law limit all lots to one dwelling. Since the proposed development on the lot is a temporary circumstance and not uncommon, particularly in rural areas, past practice has

been to permit a new home to be constructed while the owners are still living in the existing dwelling. The condition for issuing a permit is entering into a minor development agreement with the Town to outline the terms and conditions. The property specific agreement is attached as Appendix 'B'.

### **LINK TO STRATEGIC PLAN**

There is no link to the Strategic Plan.

### **FINANCIAL CONSIDERATIONS**

There will be a net increase in property assessment with the construction of the new dwelling. Since there is an existing dwelling on the lot development charges would not be applicable.

### **CONSULTATIONS**

In order to provide a safeguard to the Town past practice has been the collection of a security deposit. The securities would be in place to insure that removal of the existing dwelling does occur and in a timely manner. Alternatively, in the event the dwelling is not removed it would provide the Town with the financial resources to cover the cost of removal.

### **RECOMMENDATION**

That Council:

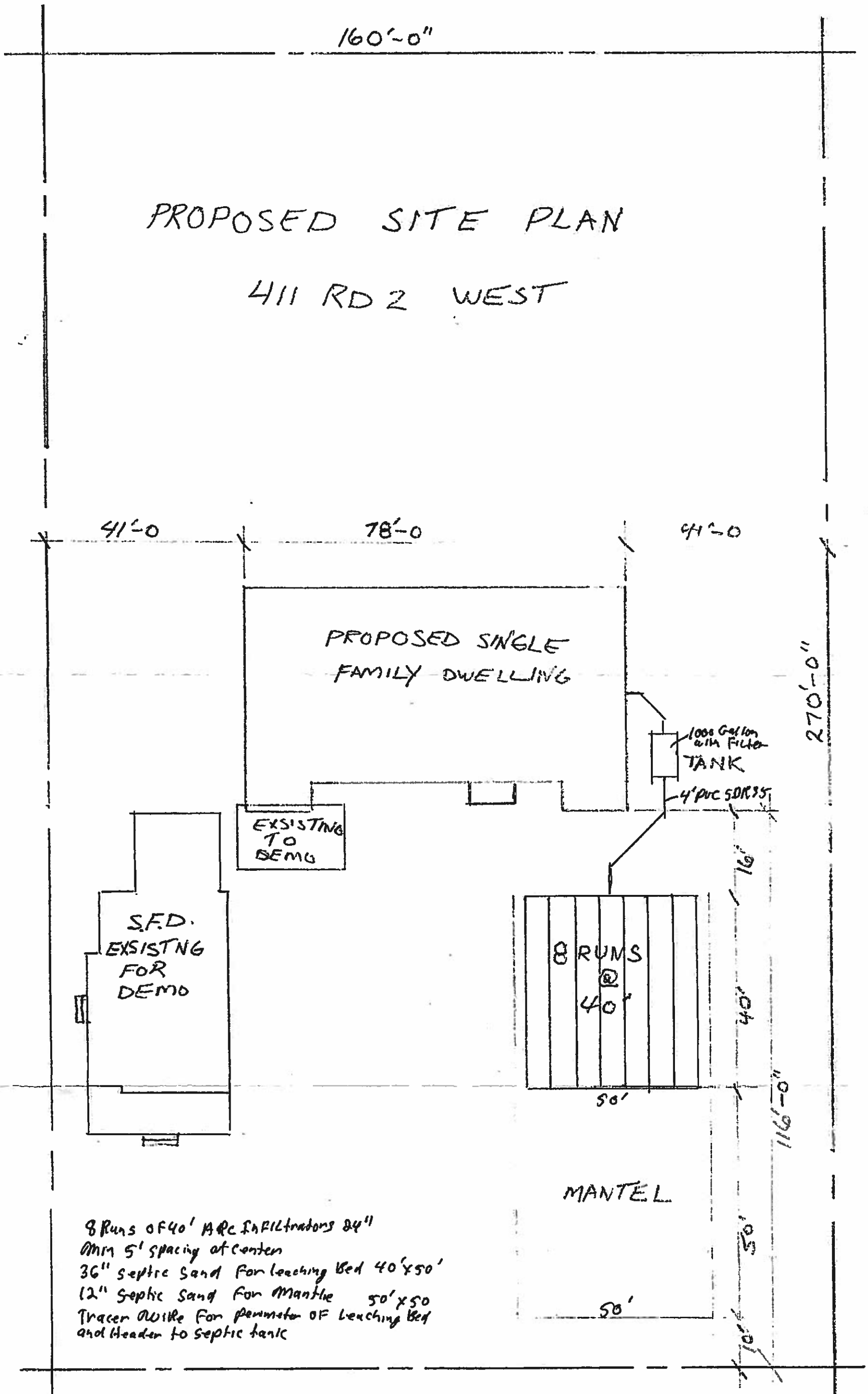
Approve the proposed minor development agreement to permit a second single detached dwelling at 411 Road 2 W, temporarily during the construction of a new dwelling on the property, and authorize the Mayor and Clerk to sign the minor development agreement and register it on title.

*Robert Brown*

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

*Jennifer Astrologo*

Jennifer Astrologo  
Director of Corporate Services





## **AGREEMENT**

**THIS AGREEMENT** made (in triplicate) this 27<sup>th</sup> day of April, 2020,

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

(hereinafter called the "Corporation")

**OF THE FIRST PART**

-and-

**DVID ROY GOLDEN & DAWN DEYONG**

(hereinafter called the "Owner")

**OF THE SECOND PART**

**WHEREAS**, the Owner in fee simple of the lands and premises described as 411 Road 2 W being Concession 1, WD, Part of Lot 7, Part 1, RP 12R 28170 in the Town of Kingsville, in the County of Essex, Province of Ontario (the "Subject Lands");

**AND WHEREAS**, the Owner intends to construct a dwelling (the "New Dwelling") prior to demolishing the existing single detached dwelling (the "Existing Dwelling") on the Subject Lands;

**AND WHEREAS** as a condition of the approval of a building permit for the said lands the Corporation and the Owner must enter into this agreement:

1. Upon proper application by the Owner including the submission of all necessary applications, plans and blueprints, and upon payment of the usual building permit fee and other fees, if any, the Corporation shall issue a building permit so as to allow the Owner to construct a New Dwelling in accordance with the application, plans and blueprints submitted.
2. The Owner shall proceed with all reasonable expediency to construct a New Dwelling on the Subject Lands after entering into this Agreement with the Corporation and obtaining the necessary permits.
3. Within eighteen (18) months of entering into this Agreement, the Owner shall construct the New Dwelling on the Subject Lands and ensure that the Existing Dwelling is demolished.
4. The Owner shall agree, prior to requesting a final occupancy, make application for the necessary permits to demolish the Existing Dwelling on the Subject Lands.

5. Within ninety (90) days after receiving approval to occupy the New Dwelling and obtaining the necessary permits, the Owner shall proceed to demolish the Existing Dwelling on the Subject Lands. In the event that the Owner fails to demolish the Existing Dwelling in accordance with this provision, the Owner agrees that the Corporation, on ten (10) days' notice to the Owner, may enter upon the Subject Lands and complete the demolition of the Existing Dwelling at the expense of the Owner.
6. The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$10,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraphs 3 and 5 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
7. If the Owner is in default of any matter, obligation or thing required to be done by this Agreement, the Corporation may, on ten (10) days' notice to the Owner, enter upon the Subject Lands and take the necessary steps to ensure that the matter, obligation or thing required to be done is completed at the entire expense of the Owner, who shall forthwith pay the same on demand. If the Owner fails to make payment within fifteen (15) days of demand, the Corporation, in its sole discretion, is at liberty to recover the expenses incurred by realizing on the Performance Security deposited by the Owner without requiring the consent of the Owner before taking action in that regard, or may add the costs to the tax roll and collect them in the same manner as property taxes.
8. Upon completion of demolition of the existing dwelling and all final building inspections, the Corporation shall have no further interest in the Owner's lands and premises under this Agreement.
9. Any notice required to be given under this Agreement shall be given in writing and may be delivered personally, by courier, or by registered mail, to the addresses listed below. If delivered by courier, the mailing shall be deemed received on the third day after it is deposited with the courier, and if delivered by registered mail, shall be deemed to have been received on the fifth day after it has been deposited with the government post office.

<b>The Corporation</b>	<b>The Owner</b>
2021 Division Street North	411 Road 2 W
Kingsville, ON N9Y 2Y9	Kingsville, ON N9Y 2E4
Attention: Manager of Planning	Attention: David Golden
Services	Attention: Dawn Deyong

10. The Owner agrees that the Corporation may, in its sole discretion, register this Agreement on title against the Subject Lands in the Registry Office at the Owner's expense.
11. **THIS AGREEMENT** shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

**IN WITNESS WHEREOF** the said parties hereto have duly executed the agreement on the date first written above.

SIGNED SEALED AND DELIVERED

**PROPERTY OWNER**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DAVID GOLDEN

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DAWN DEYONG

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

\_\_\_\_\_  
MAYOR NELSON SANTOS

\_\_\_\_\_  
JENNIFER ASTROLOGO, CLERK



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

**Date:** April 20, 2020

**To:** Mayor and Council

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

**RE:** Planning Act Application Processing

**Report No.:** PS 2020-028

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## **AIM**

To provide details on the interim changes to the Planning Act related to the processing of planning applications along with options for moving forward.

## **BACKGROUND**

Under the regulations of the Planning Act there are timelines for the processing of applications once deemed complete. The timeframes range from 30 to 180 days. After these timelines expire, an applicant can submit an appeal to LPAT on the basis of a non-decision by the approval authority. Locally most approval authorities work very hard to avoid appeals on this basis. With the declaration of emergency on March 17<sup>th</sup> of this year there were questions raised both locally and province wide as to the status of these timelines. Particularly if an application required one or more public meetings. Having the meetings would be a violation of the prohibition on gatherings over five people but is the clock still ticking on the mandated timelines?

## **DISCUSSION**

On Tuesday April 14<sup>th</sup> the Legislature introduced and passed Bill 189 (Coronavirus (COVID-19) Support & Protection Act, 2020 (Appendix A) to address timelines under a number of Acts including the Planning Act. The general purpose being to suspend the timelines during the declaration of emergency time period, retroactive to March 17<sup>th</sup>, in effective stopping the clock. This in turn would avoid appeals to LPAT since approval authorities could not hold the required public meetings to consider approvals. The regulations under the Act are attached as Appendix B.

However, in addition to the suspension of the time lines municipalities were also given the option to proceed with planning applications using alternative public input methods such as electronic or virtual meetings. With the options to continue to process applications the Town has the ability to move forward with less complex applications and avoid a significant backlog of applications to be given consideration for approval.

When the declaration of emergency was first announced staff communicated with all pending applicants and advised that no further public meetings would be scheduled. At that time there was no question from the applicants that there would be some delay in moving applications forward. Presently there are approximately 10 applications pending. Two of the applications are site plan amendments, with the others being a variety of consents, minor variances and zoning.

If applications proceed, there are a variety of different approaches:

- 1) pause all applications until such time as the emergency order has been lifted;

Comment: At present there is not a significant backlog of applications and we are tentatively scheduling applications based on submission dates. What is not known is how long the current situation will last and whether issues such as this will repeat themselves.

- 2) proceed only with applications that do not require a public meeting;

Comment: Site plan approvals and site plan amendments are generally the two applications, which do not require public meetings. There is no significant backlog of applications however since construction is generally permitted to continue there is no reason not to consider approval of these applications

- 3) proceed with basic applications utilizing an electronic or virtual format;

Comment: Although there is no significant backlog at present continuing to move these applications forward is advisable. Administration will still have to investigate what format allows for the best public participation.

- 4) proceed with all applications but reserve the right to determine, based on either the complexity of the application, public input or a combination of the two whether to consider approval at that time or wait.

Comment: This method gives the most flexibility of all the options as it allows the application to be considered but gives the approval authority the chance to move forward based on input from all sources or pause the application and wait for a formal in person public meeting to occur. As noted in option three the best alternative public participation methods still have to be explored.

In considering options to move forward it is important to keep in mind that regardless of the choose, a large part of the standard input process is available to the public. Notices are still sent in the required timeframe, the public still has the ability to submit written comment which is part of the official record, if the electronic or virtual format is used, comment is

heard and minutes will still be taken with the added benefit that the meetings (Council) are now recorded.

## **LINK TO STRATEGIC PLAN**

To promote a safe community.

Comment: Limited public meetings and seeking alternative methods of public input will be required not only in the short-term but may become a necessity moving forward to safeguard public health.

## **FINANCIAL CONSIDERATIONS**

There are no financial implications associated with this item.

## **CONSULTATIONS**

Managers

## **RECOMMENDATION**

That Council:

receive the report on the options for the continued processing of Planning Act applications during the COVID-19 declaration of emergency timeframe for information purposes;

provide administration with the preferred option for moving Planning Act applications forward during the COVID-19 declaration of emergency timeframe, subject to maintaining appropriate public participation.

*Robert Brown*

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

*Jennifer Astrologo*

Jennifer Astrologo  
Director of Corporate Services

Legislative  
Assembly  
of Ontario



Assemblée  
législative  
de l'Ontario

1ST SESSION, 42ND LEGISLATURE, ONTARIO  
69 ELIZABETH II, 2020

# Bill 189

*(Chapter 6 of the Statutes of Ontario, 2020)*

## **An Act to amend various Acts to address the coronavirus (COVID-19)**

**The Hon. S. Lecce**  
Minister of Education

1st Reading	April 14, 2020
2nd Reading	April 14, 2020
3rd Reading	April 14, 2020
Royal Assent	April 14, 2020



## EXPLANATORY NOTE

*This Explanatory Note was written as a reader's aid to Bill 189 and does not form part of the law.  
Bill 189 has been enacted as Chapter 6 of the Statutes of Ontario, 2020.*

### **SCHEDULE 1 DEVELOPMENT CHARGES ACT, 1997**

A new section 9.2 of the *Development Charges Act, 1997* provides that development charge by-laws that expired on or after March 17, 2020 and before the day the section comes into force are deemed to not have expired and shall remain in force until the earlier of the day the by-law is repealed and the specified date. The section also provides that development charge by-laws that expire on or after the day the section comes into force and before the specified date shall remain in force until the earlier of the day the by-law is repealed and the specified date. The specified date is defined as the date that is six months after the termination or disallowance of the emergency declared under the *Emergency Management and Civil Protection Act* on March 17, 2020.

### **SCHEDULE 2 EDUCATION ACT**

The *Education Act* is amended to add a section addressing the expiry of education development charge by-laws during an emergency declared under the *Emergency Management and Civil Protection Act*.

The Act is also amended to address rules that apply when a pupil is suspended before a school closure but no decision about expulsion is made before the closure.

### **SCHEDULE 3 MINISTRY OF TRAINING, COLLEGES AND UNIVERSITIES ACT**

The *Ministry of Training, Colleges and Universities Act* is amended to add provisions applicable during the “suspension period”, which is defined as the period starting on March 30, 2020 and ending on September 30, 2020 or a later prescribed date.

The amendments provide that borrowers are not required to make payments toward student loans and medical resident loans that are payable during the suspension period, and that interest shall not accrue against a borrower during that period. Related amendments are made.

### **SCHEDULE 4 PLANNING ACT**

The *Planning Act* is amended to authorize the Minister to make regulations in connection with an emergency declared under the *Emergency Management and Civil Protection Act*. The regulations may, among other things, govern the application of periods of time described in the Act and the regulations and in section 114 of the *City of Toronto Act, 2006* and provide that an order made under subsection 7.1 (2) of the *Emergency Management and Civil Protection Act* does not apply, and in certain cases is deemed to have never applied, with respect to the Act or the regulations or section 114 of the *City of Toronto Act, 2006*. The regulations may, if they so provide, apply on a retroactive basis.

### **SCHEDULE 5 POLICE SERVICES ACT**

The Schedule amends the *Police Services Act* to give the Solicitor General the power to make regulations prescribing a new date before which a municipal council must prepare and adopt its first community safety and well-being plan.

**An Act to amend various Acts to address the coronavirus (COVID-19)****CONTENTS**

1.	Contents of this Act
2.	Commencement
3.	Short title
Schedule 1	Development Charges Act, 1997
Schedule 2	Education Act
Schedule 3	Ministry of Training, Colleges and Universities Act
Schedule 4	Planning Act
Schedule 5	Police Services Act

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**Contents of this Act**

**1 This Act consists of this section, sections 2 and 3 and the Schedules to this Act.**

**Commencement**

**2 (1) Subject to subsections (2) and (3), this Act comes into force on the day it receives Royal Assent.**

**(2) The Schedules to this Act come into force as provided in each Schedule.**

**(3) If a Schedule to this Act provides that any provisions are to come into force on a day to be named by proclamation of the Lieutenant Governor, a proclamation may apply to one or more of those provisions, and proclamations may be issued at different times with respect to any of those provisions.**

**Short title**

**3 The short title of this Act is the *Coronavirus (COVID-19) Support and Protection Act, 2020*.**

**SCHEDULE 1  
DEVELOPMENT CHARGES ACT, 1997**

**1 The *Development Charges Act, 1997* is amended by adding the following section:**

**Special rule re emergency declaration**

**By-law remains in force**

**9.2** (1) In this section,

“specified date” means the date that is six months after the day that the emergency declared by Order in Council 518/2020 (Ontario Regulation 50/20) on March 17, 2020 pursuant to section 7.0.1 of the *Emergency Management and Civil Protection Act* is terminated or disallowed.

**Same**

(2) Despite subsection 9 (1),

- (a) a development charge by-law that expired on or after March 17, 2020 and before the day section 1 of Schedule 1 to the *Coronavirus (COVID-19) Support and Protection Act, 2020* comes into force is deemed not to have expired and shall remain in force until the earlier of the day the by-law is repealed and the specified date; and
- (b) a development charge by-law that expires on or after the day section 1 of Schedule 1 to the *Coronavirus (COVID-19) Support and Protection Act, 2020* comes into force and before the specified date shall remain in force until the earlier of the day the by-law is repealed and the specified date.

**Exception**

(3) Subsection (2) does not apply in respect of any part of a development charge by-law to which subsection 9.1 (1) or (2) applies.

**Commencement**

**2 This Schedule comes into force on the day the *Coronavirus (COVID-19) Support and Protection Act, 2020* receives Royal Assent.**

## SCHEDULE 2 EDUCATION ACT

**1 (1) The *Education Act* is amended by adding the following section:**

**Special rule re emergency declaration**

**By-law remains in force**

**257.58.1** (1) In this section,

“specified date” means the date that is six months after the day that the emergency declared pursuant to Order in Council 518/2020 (Ontario Regulation 50/20) pursuant to section 7.0.1 of the *Emergency Management and Civil Protection Act*, is terminated or disallowed.

**Same**

(2) Despite subsection 257.58 (1),

- (a) an education development charge by-law that expired on or after March 17, 2020 and before the day subsection 1 (1) of Schedule 2 to the *Coronavirus (COVID-19) Support and Protection Act, 2020* came into force, is deemed not to have expired and shall remain in force until the earlier of the day the by-law is repealed and the specified date; and
- (b) an education development charge by-law that expires on or after the day subsection 1 (1) of Schedule 2 to the *Coronavirus (COVID-19) Support and Protection Act, 2020* came into force and before the specified date shall remain in force until the earlier of the day the by-law is repealed and the specified date.

**Same**

(3) An education development charge by-law that remains in force pursuant to subsection (2) shall not be amended to provide for higher rates than the rates set out in the by-law on the day it would have expired.

**(2) Section 257.58.1 of the Act, as enacted by subsection (1), is repealed.**

**2 Section 311.3 of the Act is amended by adding the following subsections:**

**School closure**

(8.1) If an order is made under subsection 5 (1) of this Act or another Act to close all schools and, at the time the closure begins, a pupil has been suspended under section 310 but no decision has been made under subsection (6) of this section, the director of education may provide, upon the recommendation of a principal, that subsection (8) of this section does not apply in respect of the pupil.

**Same**

(8.2) In the circumstances described in subsection (8.1), the Board shall not expel the pupil if more than 20 school days have expired since the school closure order expired, unless the parties to the expulsion hearing agree on a later deadline.

**Commencement**

**3 (1) Subject to subsection (2), this Schedule comes into force on the day the *Coronavirus (COVID-19) Support and Protection Act, 2020* receives Royal Assent.**

**(2) Subsection 1 (2) comes into force on a day to be named by proclamation of the Lieutenant Governor.**

**SCHEDULE 3**  
**MINISTRY OF TRAINING, COLLEGES AND UNIVERSITIES ACT**

**1 Subsection 7.2 (1) of the *Ministry of Training, Colleges and Universities Act* is amended by adding “and section 7.3” after “subsection (3)” in the portion before clause (a).**

**2 The Act is amended by adding the following section:**

**Suspension of payments and accrual of interest**

**7.3 (1)** In this section,

“loan agreement” means a,

- (a) student loan agreement,
- (b) consolidated loan agreement,
- (c) master student loan agreement,
- (d) master student financial assistance agreement,
- (e) medical resident loan agreement,
- (f) repayment agreement in respect of a medical resident loan, or
- (g) any other agreement or arrangement relating to repayment of a loan referred to in subsection (2) entered into or imposed under this Act; (“contrat de prêt”)

“student loan” includes a grant that has been converted to a student loan; (“prêt d’études”)

“suspension period” means the period that begins on March 30, 2020 and ends on September 30, 2020 or such later date as may be prescribed by regulation. (“période de suspension”)

**Suspension of loan payments**

(2) A borrower shall not be required to make any payments during the suspension period toward the principal or interest on a student loan or medical resident loan if, at the start of the suspension period, the loan is administered by,

- (a) a financial institution, in respect of a student loan that was issued under Regulation 774 of the Revised Regulations of Ontario, 1990 (Ontario Student Loans made Before August 1, 2001), made under this Act; or
- (b) a service provider within the meaning of the regulations made under this Act, in respect of a medical resident loan or a student loan other than a student loan referred to in clause (a).

**Accrual of interest**

(3) No interest shall accrue against the borrower during the suspension period on any student loan to which subsection (2) applies, and the Minister shall pay such interest on a student loan described in clause (2) (a) at the rate determined under Regulation 774 of the Revised Regulations of Ontario, 1990.

**Same**

(4) No interest shall accrue against the borrower during the suspension period on any medical resident loan to which subsection (2) applies, and the Minister of Health shall pay such interest at the rate determined under Ontario Regulation 312/10 (Medical Resident Loans).

**Same**

(5) Despite any loan agreement or any other Act, no interest shall accrue against a debtor during the suspension period on a debt to the Crown, or on the portion of a debt to the Crown, that is in respect of a student loan or a medical resident loan.

**Loan rehabilitation**

(6) If a borrower successfully rehabilitates a student loan under a regulation made under this Act during the suspension period, subsections (2) to (5) apply starting on the date the borrower successfully rehabilitated the student loan until the end of the suspension period.

**Payment by borrowers**

(7) Any payments made by a borrower during the suspension period shall be applied to the principal amount of the loan.

**Deemed terms of loan agreement**

(8) Despite anything in a loan agreement or the regulations that provides otherwise, other than a regulation made under clause 13 (1) (a.4) or (a.5), subsections (1) to (4), (6) and (7) of this section shall be deemed to constitute a term of every loan agreement entered into before and during the suspension period.

### **Loan agreement applies after suspension period**

(9) The Minister shall establish a revised loan agreement for borrowers that shall apply after the suspension period, and shall notify borrowers of the revised loan agreement in accordance with the regulations.

### **Same**

(10) The revised loan agreement shall include,

- (a) revised terms relating to the term for repayment and the amount of the loan owing that account for,
  - (i) payments that were not made as a result of the suspension of loan payments under subsection (2), and
  - (ii) any payments made by the borrower under subsection (7); and
- (b) any other terms required by the regulations.

### **No cause of action**

(11) No cause of action arises against the Crown or any current or former member of the Executive Council or any current or former employee or agent of or advisor to the Crown as a direct or indirect result of,

- (a) the enactment, operation, administration or repeal of this section or any regulation made under clause 13 (1) (a.4) or (a.5);
- (b) any revocation, cessation, termination or amendment of contractual or other rights under this section or any regulation made under clause 13 (1) (a.4) or (a.5); or
- (c) any representation or other conduct that is related, directly or indirectly, to the suspension of payments towards loans under subsection (2), the suspension of interest accrual on loans under subsection (3), (4) or (5) and any revised terms of a loan agreement referred to in subsection (10).

### **Proceedings barred**

(12) No proceeding, including but not limited to any proceeding for a remedy in contract, restitution, unjust enrichment, tort, misfeasance, bad faith, trust or fiduciary obligation, or any remedy under any statute, that is directly or indirectly based on or related to anything referred to in subsection (11) may be brought or maintained against a person referred to in that subsection.

### **Application**

(13) Subsection (12) applies to any action or other proceeding claiming any remedy or relief, including specific performance, injunction, declaratory relief, any form of compensation or damages, or any other remedy or relief, and includes a proceeding to enforce a judgment or order made by a court or tribunal outside of Canada.

### **Retrospective effect**

(14) Subsections (12) and (13) apply regardless of whether the cause of action on which the proceeding is purportedly based arose before, on or after the day this section came into force.

### **Proceedings set aside**

(15) Any proceeding referred to in subsection (12) or (13) that was commenced before the day this section came into force is deemed to have been dismissed, without costs, on the day this section comes into force.

### **No compensation payable**

(16) No person is entitled to any compensation or any other remedy or relief for the revocation, cessation, termination or amendment of contractual or other rights under this section or any regulation made under clause 13 (1) (a.4) or (a.5).

### **Exception**

(17) This section does not apply to a proceeding commenced by the Crown or its agents and nothing in this section precludes a proceeding commenced by the Crown or its agents.

### **Expropriation**

(18) Nothing in this section or in regulations made under clause 13 (1) (a.4) or (a.5), and nothing done or not done in accordance with this section or such regulations, constitutes an expropriation or injurious affection for the purposes of the *Expropriations Act* or otherwise at law.

### **3 (1) Subsection 13 (1) of the Act is amended by adding the following clauses:**

- (a.4) governing the suspension of payments and interest under section 7.3, including,
  - (i) governing and prescribing the terms of student loans, medical resident loans, grants and awards under this Act and the terms of repayment of such loans for the purposes of addressing matters related to the suspension of payments and interest, including providing that prescribed terms apply instead of or in addition to the terms in any loan agreement or other agreement,

(ii) governing and prescribing any matter referred to in section 7.3 as being prescribed or done by or in accordance with the regulations;

(a.5) providing for and governing the refund of payments made by a debtor during the suspension period on a debt to the Crown, or on the portion of a debt to the Crown, that is in respect of a student loan or medical resident loan;

**(2) Subsections 13 (3.1) to (5) of the Act are repealed and the following substituted:**

**Regulations, retroactive**

(3.1) A regulation made under clauses (1) (a.3), (a.4), (a.5), (h.1) or (j.1) to (j.8) is, if it so provides, effective with respect to a period before it is filed.

**Regulations, conflict**

(3.2) In the event of a conflict, a regulation made under clause (1) (a.4) or (a.5) prevails over this Act.

**Same**

(4) In the event of a conflict, a regulation made under clause (1) (h.1) prevails over this Act, except subsection 8.0.2 (4).

**Commencement**

**4 This Schedule is deemed to have come into force on March 30, 2020.**

## SCHEDULE 4 PLANNING ACT

### 1 The *Planning Act* is amended by adding the following section:

#### Regulations re periods of time during emergency

**70.11** (1) The Minister may make regulations,

- (a) governing the application of periods of time described in provisions of this Act or the regulations or in section 114 of the *City of Toronto Act, 2006* during the period of an emergency declared under section 7.0.1 of the *Emergency Management and Civil Protection Act*, including,
  - (i) providing that the period of the emergency shall not be included for the purposes of counting a period of time,
  - (ii) providing that a period of time that ended on or after the day the emergency was declared and before the day a regulation made under this clause is filed is deemed not to have ended, and prescribing such rules as are necessary or advisable to address any issues that arise as a result of the period of time being deemed not to have ended, including,
    - (A) requiring or permitting any persons or public bodies to take certain steps or actions, or
    - (B) deeming an appeal of the failure or neglect of a municipal council or other decision-maker to make a decision or give notice of a decision within the period of time not to have been made;
- (b) providing that a by-law passed under a provision to which a regulation under clause (a) applies and that is in effect at the time an emergency is declared under section 7.0.1 of the *Emergency Management and Civil Protection Act* is deemed to remain in effect for a specified period of time after the by-law would otherwise expire, which period of time shall not exceed the total number of days of the emergency;
- (c) providing that any order made under subsection 7.1 (2) of the *Emergency Management and Civil Protection Act* on or after a regulation made under this clause is filed does not apply with respect to this Act or the regulations or section 114 of the *City of Toronto Act, 2006*;
- (d) providing that an order, or part of an order, made under subsection 7.1 (2) of the *Emergency Management and Civil Protection Act* before a regulation made under this clause is filed does not apply and is deemed to have never applied with respect to this Act or the regulations or section 114 of the *City of Toronto Act, 2006*, and prescribing such rules as are necessary or advisable to address any issues that arise as a result of the order, or part of the order, being deemed to have never applied, including requiring or permitting any persons or public bodies to take certain steps or actions.

#### Rules under subs. (1) (d)

(2) The rules set out in a regulation made under clause (1) (d) may provide that a provision of this Act or the regulations or section 114 of the *City of Toronto Act* applies with such modifications as may be specified.

#### Conflict with *Emergency Management and Civil Protection Act*

(3) A regulation made under this section may provide that it applies despite the *Emergency Management and Civil Protection Act* or any provision of that Act.

#### Retroactivity

(4) A regulation made under this section is, if it so provides, effective with reference to a period before it is filed.

#### Interpretation, period of an emergency

(5) For greater certainty, a reference in this section to the period of an emergency declared under section 7.0.1 of the *Emergency Management and Civil Protection Act* shall be read as including any extension of the emergency under section 7.0.7 of that Act.

#### Conflict

(6) For greater certainty, in the event of a conflict between a regulation made under this section and a provision of this Act or of another regulation made under this Act, whether made by the Minister or the Lieutenant Governor in Council, or section 114 of the *City of Toronto Act, 2006*, the regulation made under this section prevails.

#### Commencement

**2 This Schedule comes into force on the day the *Coronavirus (COVID-19) Support and Protection Act, 2020* receives Royal Assent.**

**SCHEDULE 5**  
**POLICE SERVICES ACT**

**1 Subsection 135 (1.3) of the *Police Services Act* is amended by adding the following clause:**

(a.1) prescribing a date for the purposes of clause 143 (3) (a);

**2 Subsection 143 (3) of the Act is repealed and the following substituted:**

**First community safety and well-being plan**

(3) A municipal council must prepare and adopt its first community safety and well-being plan before the later of,

(a) the prescribed date; and

(b) the second anniversary of the day on which this section began applying to the municipality.

**Commencement**

**3 This Schedule comes into force on the day the *Coronavirus (COVID-19) Support and Protection Act, 2020* receives Royal Assent.**

## ONTARIO REGULATION 149/20

made under the

### PLANNING ACT

Made: April 14, 2020

Filed: April 15, 2020

Published on e-Laws: April 15, 2020

Printed in *The Ontario Gazette*: May 2, 2020

### SPECIAL RULES RELATING TO DECLARED EMERGENCY

#### Definition

1. In this Regulation,

“COVID-19 emergency” means the emergency declared pursuant to Order in Council 518/2020 (Ontario Regulation 50/20) on March 17, 2020 pursuant to section 7.0.1 of the *Emergency Management and Civil Protection Act*.

#### Non-application of orders under s. 7.1 (2) of the EMCPA

2. Despite the *Emergency Management and Civil Protection Act*, an order made under subsection 7.1 (2) of that Act after April 15, 2020 does not apply with respect to the *Planning Act*, the regulations or section 114 of the *City of Toronto Act, 2006*.

#### Non-application of O. Reg. 73/20

3. Despite the *Emergency Management and Civil Protection Act*, Ontario Regulation 73/20 (Order under subsection 7.1 (2) of the Act - Limitation Periods) made under that Act does not apply and is deemed to have never applied with respect to the *Planning Act*, the regulations or section 114 of the *City of Toronto Act, 2006*.

#### Rules re giving notice

4. (1) If the giving of notice of a decision required by a provision set out in subsection (3) was completed on or after February 26, 2020 and before April 15, 2020, the giving of the notice is deemed not to have been completed and the notice shall be given again in accordance with the provision, except that the notice shall be given no later than 15 days after the COVID-19 emergency is terminated or disallowed.

(2) The following rules apply if a notice is required to be given under a provision set out in subsection (3) in respect of a decision that was made on or after March 2, 2020 and before April 15, 2020:

1. If the notice was given to one or more persons or public bodies but the giving of the notice was not completed before April 15, 2020, the notice is deemed not to have been given and the notice shall be given again in accordance with the provision, except that the notice shall be given no later than 15 days after the COVID-19 emergency is terminated or disallowed.
2. If the notice was not given before April 15, 2020, the notice shall be given in accordance with the provision, except that the notice shall be given no later than 15 days after the COVID-19 emergency is terminated or disallowed.

(3) The provisions referred to in subsections (1) and (2) are as follows:

1. Subsections 17 (23) and (35) of the Act.
2. Subsection 22 (6.6) of the Act.
3. Subsections 34 (10.9) and (18) of the Act.
4. Subsections 51 (37) and (45) of the Act.
5. Subsections 53 (17) and (24) of the Act.
6. Subsection 10 (13) of Ontario Regulation 173/16 (Community Planning Permits) made under the Act.

(4) The following rules apply if a decision in respect of an application under section 45 of the Act was made on or after February 26, 2020 and before April 15, 2020:

1. The secretary-treasurer of the respective committee of adjustment shall give notice of the decision in accordance with subsection 45 (10) of the Act regardless of whether such notice had previously been given, except that the reference in that subsection to “not later than ten days from the making of the decision” shall be read as “not later than ten days after the emergency declared pursuant to Order in Council 518/2020 (Ontario Regulation 50/20) on March 17, 2020 pursuant to section 7.0.1 of the *Emergency Management and Civil Protection Act* is terminated or disallowed”.

2. The reference in subsection 45 (12) of the Act to “within 20 days of the making of the decision” shall be read as “within 20 days after the day that the giving of notice in accordance with paragraph 1 of subsection 4 (4) of Ontario Regulation 149/20 (Special Rules Relating to Declared Emergency) made under the *Planning Act* is completed”.
3. For the purposes of paragraph 2, the giving of notice shall be deemed to be completed,
  - i. where notice is given by personal service, on the day that the serving of all required notices is completed,
  - ii. where notice is given by e-mail, on the day that the sending by e-mail of all required notices is completed,
  - iii. where notice is given by mail, on the day that the mailing of all required notices is completed, and
  - iv. where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of all required notices is completed.

(5) For greater certainty, nothing in this section prevents the filing of a notice of appeal in connection with a matter for which a notice of decision is required to be given in accordance with subsections (1), (2) or (4) before the notice of decision is given in accordance with the applicable provision.

**Application of periods of time during COVID-19 emergency**

**5.** (1) The period of the COVID-19 emergency shall not be included for the purposes of counting the periods of time described in the following provisions:

1. Subsections 17 (29), (29.1), (29.2), (31), (34.1), (40), (40.2), (42), (42.1), (42.2) and (42.3) of the Act.
2. Subsections 22 (6.1), (6.2), (6.4), (7.0.2), (9), (9.1), (9.1.1), (9.2) and (9.3) of the Act.
3. Subsections 33 (4) and (15) of the Act.
4. Subsections 34 (10.4), (10.5), (10.7), (11), (11.0.0.1), (23), (23.2) and (23.3) of the Act.
5. Subsection 36 (3) of the Act.
6. Subsections 38 (1) and (2) of the Act, but only in respect of interim control by-laws in effect on March 17, 2020.
7. Subsections 41 (12) and (12.0.2) of the Act.
8. Subsections 42 (12) and (13) of the Act.
9. Subsections 45 (4), (13.1) and (13.2) of the Act.
10. Subsections 51 (19.1), (19.2), (19.4), (34), (35), (35.1), (35.2), (50), (50.1), (50.2) and (59) of the Act.
11. Subsections 53 (14), (15), (16.1), (16.2), (28), (29.1), (29.2), (41) and (43) of the Act.
12. Subsection 69 (3) of the Act.
13. Subsection 12 (1) and section 13 of Ontario Regulation 173/16 (Community Planning Permits) made under the Act.
14. Subsections 114 (15) and (15.2) of the *City of Toronto Act, 2006*.

(2) The following rules apply if a period of time described in a provision set out in subsection (1) ended on or after March 17, 2020 and before April 15, 2020:

1. The period of time is deemed not to have ended.
2. An appeal that was filed on or after March 17, 2020 and before April 15, 2020 under any of the following provisions is deemed not to have been filed:
  - i. Subsection 17 (40) of the Act.
  - ii. Subsection 22 (7) of the Act, but only in respect of an appeal brought in accordance with paragraph 1 or 2 of subsection 22 (7.0.2) of the Act.
  - iii. Subsection 33 (4) of the Act, but only in respect of an appeal with respect to the neglect to make a decision on an application.
  - iv. Subsection 33 (15) of the Act, but only in respect of an appeal with respect to the neglect to make a decision on an application.
  - v. Subsection 34 (11) of the Act, but only in respect of an appeal with respect to the failure to make a decision on an application.
  - vi. Subsection 36 (3) of the Act, but only in respect of an appeal with respect to the failure to make a decision on an application.
  - vii. Subsection 41 (12) of the Act.

- viii. Subsection 51 (34) of the Act.
  - ix. Subsection 53 (14) of the Act.
  - x. Subsection 12 (1) of Ontario Regulation 173/16 (Community Planning Permits) made under the Act.
  - xi. Subsection 114 (15) of the *City of Toronto Act, 2006*.
3. A motion that was made on or after March 17, 2020 and before April 15, 2020 under any of the following provisions is deemed not to have been made:
- i. Subsection 22 (6.3) of the Act.
  - ii. Subsection 34 (10.6) of the Act.
  - iii. Subsection 51 (19.3) of the Act.

#### **Interim control by-laws**

6. (1) If an interim control by-law was in effect on March 17, 2020 and has not been repealed before April 15, 2020, and would, but for this section, expire after April 15, 2020 and before the COVID-19 emergency terminates or is disallowed, the by-law is deemed not to expire and is deemed to remain in effect for the remainder of the COVID-19 emergency and is deemed to remain in effect after the COVID-19 emergency for a period that is equal to the number of days between March 17, 2020 and the day the by-law would have expired.

(2) If an interim control by-law was in effect on March 17, 2020, has not been repealed before April 15, 2020, and does not expire before the COVID-19 emergency terminates or is disallowed, the by-law is deemed to remain in effect after the day it would otherwise expire for a period that is equal to the number of days between March 17, 2020 and the day the COVID-19 emergency is terminated or is disallowed.

(3) Nothing in subsections (1) or (2) limit the ability of a municipality to amend or repeal the interim control by-law.

#### **Commencement**

**7. This Regulation comes into force on the day it is filed.**

Made by:  
Pris par :

*Le ministre des Affaires municipales et du Logement,*

STEVE CLARK  
*Minister of Municipal Affairs and Housing*

Date made: April 14, 2020  
Pris le : 14 avril 2020

Français

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**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

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## **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 By-law 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 a future Regular meeting.

*Robert Brown*

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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**

- a) 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;
- c) 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;
- j) 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;

- l) 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;

- 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.

## 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;

- iii) 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:
  - i) 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;
- e) 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;
- c) 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:
  - i) address failed individual on-site sewage and individual on-site water services within existing development;

- ii) 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
  - iii) 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 By-law, 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;
- f) 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:

- i) the need for the proposed development as identified through an analysis of housing supply and demand;
- ii) the density and form of adjacent development;
- iii) 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;
- l) 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:

- i) 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

<b>SUBSECTION 6.1.1      RESIDENTIAL ZONE 1 URBAN (R1.1)</b> Low Density Residential – Kingsville centre	
<b>a) Permitted Uses</b>	
i) <b>Main use</b>	<i>Residential use; or Rest home or Nursing home; Group home.</i>
ii) <b>Accessory use</b>	<i>One Home occupation; Accessory uses to the Main use.</i>
<b>b) Permitted Buildings and Structures</b>	
i) <b>Permitted buildings and structures</b>	<i>One, single detached dwelling; Buildings and structures accessory to the Main use.</i>
<b>c) Regulations</b>	
i) <b>Lot area (minimum)</b>	500 m <sup>2</sup> (5,382 ft <sup>2</sup> )
ii) <b>Lot frontage (minimum)</b>	15 m (50 ft)
iii) <b>Open Space (minimum)</b>	30 %
iv) <b>Lot coverage (maximum)</b>	40 %
v) <b>Front yard depth (minimum)</b>	5.5 m (18 ft)
vi) <b>Rear yard depth (minimum)</b>	7.5 m (25 ft)
vii) <b>Interior Side yard width (minimum)</b>	1.5 m (5ft) with an <i>attached garage</i> or <i>carport</i> ; or 1.5 m (5 ft) on one side of the <i>main building</i> and 3.0 m (10 ft) on the other side when there is no <i>attached garage</i> or <i>carport</i> .
viii) <b>Exterior Side yard width (minimum)</b>	4.5 m (15 ft)
ix) <b>Main building height (maximum)</b>	11 m (36 ft)
<b>d) Supplementary Regulations</b>	
i) Each <i>dwelling</i> shall be connected to full municipal services (storm water services, potable water services, <i>sanitary sewer</i> services) and electrical services as approved by The <i>Corporation</i> or any other authority having jurisdiction. ii) The following supplementary regulations <i>shall</i> also apply to lands zoned (R1.1): Subsection 3: Definitions Subsection 4: General Regulations (ie: <i>Home occupations</i> ) Subsection 5: Parking Regulations iii) Subsection 4.15 <i>Floodplain Development Control Area</i> shall apply in whole or in part to lands situated within the following restricted areas shown on Schedule "A": 1. <i>Natural Environment Zone</i> – Subsection 11.1; 2. <i>Wetland Zone</i> – Subsection 11.2,& 3. <i>ERCA Floodplain Development Control Area</i>	

SUBSECTION 6.3.1		RESIDENTIAL ZONE 3 URBAN (R3.1) (Medium <i>Density</i> Residential – Kingsville Centre)	
a) <i>Permitted Uses</i>			
i) <i>Main use</i>	Residential; <i>Group home</i> ; or <i>Nursing or Rest home</i> .		
ii) <i>Accessory use</i>	One <i>Bed and breakfast</i> ; One <i>Home occupation</i> ; <i>Accessory uses</i> to the <i>Main use</i> .		
b) <i>Permitted Buildings and Structures</i>			
i) <i>Permitted buildings and structures</i>	One <i>converted dwelling</i> containing a <i>maximum</i> three <i>dwelling units</i> ; <i>Townhouse</i> complex containing a <i>maximum</i> three <i>dwelling units</i> ; <i>Triplex</i> complex; <i>Townhouse dwelling</i> with a <i>maximum</i> of three units; <i>Townhouse dwelling unit</i> One <i>Group home</i> ; <i>Nursing or Rest home</i> ; <i>Buildings and structures</i> accessory to the <i>Main use</i> .		
c) <i>Regulations</i>			
	<i>Converted dwelling</i>	<i>Townhouse dwelling</i>	<i>Townhouse dwelling unit</i>
i) <i>Lot area</i> (minimum)	450 m <sup>2</sup> (4,844 ft <sup>2</sup> )	495 m <sup>2</sup> (5,330 ft <sup>2</sup> )	165 m <sup>2</sup> (1,776 ft <sup>2</sup> )
ii) <i>Lot frontage</i> (minimum)	16 m (53 ft)	25 m (80 ft) if an interior lot;	7.5 m (25 ft) for interior units
		29 m if a corner lot	8.5 m (28 ft) for end units on interior lots
			11.5 m for exterior units on corner lots
iii) <i>Open Space</i> (minimum)	30 %		
iv) <i>Lot coverage</i> (max)	50 %	55 %	
v) <i>Front yard depth</i> (min)	5.5 m (18 ft)		
vi) <i>Rear yard depth</i> (min)	7.5 m (25 ft)	7.5 m (25 ft)	7.5 m (25 ft)

	<b><i>Converted dwelling</i></b>	<b><i>Townhouse dwelling</i></b>	<b><i>Townhouse dwelling unit</i></b>
vii) <b><i>Interior Side yard width (minimum)</i></b>	a) 1.5 m (5ft) on both side yards with an attached garage or carport; or 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.	a) 1.5 m (5ft) on both side yards with an attached garage or carport for each residential unit; or 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; c) 0m interior side yard is required for the common wall of the townhouse dwelling unit.	a) 1.5 m (5ft) side yards with an attached garage or carport for each residential unit; or b) 4.0 m (13 ft) on one side of the main building when there is no attached garage or carport; c) 0m interior side yard is required for the common wall of the townhouse dwelling unit.
viii) <b><i>Exterior side yard width (minimum)</i></b>	4.0 m (13 ft)		
ix) <b><i>Main building height (maximum)</i></b>	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 COMMERCIAL (C2)
a) <i>Permitted Uses</i>		
i) <i>Main use</i>	appliance sales and service; art <i>studio</i> and art gallery; <i>assembly hall</i> , convention or conference hall; <i>automobile service</i> establishments (existing); automotive parts and supplies store; <i>automatic car wash and detailing</i> ; <i>bakery</i> and bakeshop; <i>boarding house and rooming house</i> buildings and service supply store; <i>coin-operated car wash</i> <i>convenience store</i> ; craft <i>studio</i> ; dental <i>clinic</i> ; <i>drive-through facility</i> (restaurant or financial); <i>existing residential use</i> ; <i>financial institutions</i> ;	<i>Fitness centre</i> <i>funeral home</i> and rest parlour; <i>gas bar</i> and <i>service station</i> ; grocery store; home supply and hardware store; home supply specialty shop; <i>hotel</i> or <i>inn</i> ; <i>institutional use</i> ; medical <i>clinic</i> ; <i>municipal, provincial or federal government; office</i> ; <i>personal service shop</i> ; physio/chiropractic/naturopathic <i>clinic</i> ; <i>places of amusement/entertainment/ recreation</i> ; plumbing and plumbing supply <i>facility</i> ; public and municipal <i>use</i> ; <i>private</i> or public <i>clubs</i> and meeting hall; <i>restaurants</i> and/or <i>tavern</i> ; <i>retail store</i> ; <i>school</i> , educational institution, trade <i>school</i> ; small goods <i>repair shop</i> ; <i>temporary outdoor vendor</i> ; <i>veterinary clinic</i> ;
ii) <i>Accessory use</i>	<i>Enclosed storage</i> Residential <i>Unit</i> in a <i>commercial building</i> in accordance with Subsection 4.3 c) of this by-law Outside display and sale of goods and materials Outdoor <i>patio accessory</i> to a <i>restaurant/bar</i> <i>Accessory uses</i>	
b) <i>Permitted Buildings and Structures</i>		
i) <i>Permitted buildings and structures:</i>	<i>Existing buildings</i> ; <i>Commercial buildings</i> ; <i>Mixed Use buildings</i> containing <i>commercial</i> and <i>residential uses</i> in accordance with Subsection 4.3 c) of this by-law.	

<b>c) Regulations</b>	
i) <b>New building regulations:</b>	<ul style="list-style-type: none"> <li>a) <i>Front yard</i>: established <i>building line</i>;</li> <li>b) <i>Building height</i>: average <i>height</i> of adjacent <i>buildings</i> or to a <i>maximum</i> of three <i>storeys</i> or 16.5 m (54 ft);</li> <li>c) <i>Exterior Side yard</i>: established <i>building line</i> or 3 m (10 ft);</li> <li>d) <i>Interior Side yard</i>: 0 m <i>interior side yard</i> where infilling between two <i>buildings</i> at a 0m <i>interior side yard</i>; or 4.5 m when abutting an <i>existing</i> residential land <i>use</i>;</li> <li>e) <i>Rear yard</i>: established <i>building line</i> or 4.5 m (15ft) where abutting a residential land <i>use</i>.</li> </ul>
ii) <b>Accessory structure regulations:</b>	<ul style="list-style-type: none"> <li>a) must be located behind the front face of the <i>main building</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>
<b>d) Supplementary Regulations</b>	
<ul style="list-style-type: none"> <li>i) <i>Outside storage</i> is only <i>permitted</i> within an enclosed area.</li> <li>ii) Each <i>commercial building</i> shall be connected to full municipal services (storm water services, potable water services, sanitary services) and electrical services as approved by The <i>Corporation</i> or any other authority having jurisdiction.</li> <li>iii) A <i>drive-through restaurant</i> or <i>drive-through food outlet</i> shall not be <i>permitted</i> on an interior <i>lot</i> when adjacent to residential land <i>use</i>.</li> <li>iv) <i>Accessory Residential Units</i>: <ul style="list-style-type: none"> <li>i) shall be located behind the <i>commercial use</i> on the main floor or above the <i>commercial uses</i>;</li> <li>ii) shall comprise a <i>maximum</i> of 75% of the total <i>building floor area</i>;</li> <li>iii) shall have a separate entrance from the <i>commercial</i> business;</li> <li>v) shall have parking in compliance with Subsection 5 of this By-law.</li> </ul> </li> <li>v) The following supplementary regulations shall also apply to lands <i>zoned</i> (C2): <ul style="list-style-type: none"> <li>Subsection 3: Definitions</li> <li>Subsection 4: General Provisions</li> <li>Subsection 5: Parking Regulations</li> </ul> </li> <li>vi) Subsection 4.15 <i>Floodplain Development Control Area</i> shall apply in whole or in part to lands situated within the following restricted areas shown on Schedule "A": <ul style="list-style-type: none"> <li>1. <i>Natural Environment Zone</i> – Subsection 11.1;</li> <li>2. <i>Wetland Zone</i> – Subsection 11.2,&amp;</li> <li>3. <i>ERCA Floodplain Development Control Area</i></li> </ul> </li> </ul>	

SUBSECTION 8.4		GENERAL COMMERCIAL (C4)
a) Permitted Uses		
i) Main use	Assembly hall, convention centre automobile gas stations automobile, RV, farm/garden equipment sales and service; automatic car wash and automobile detailing facility bulk sales; coin operated car wash; commercial education facility; commercial self storage; contractor's yard; convenience stores; drive-through facility (restaurant, bank); financial institutions; fitness centre funeral home or rest home; garden centre and landscaping supply; grocery stores; home building and supply stores; home supply specialty shop (tiles, carpeting); and motels;  hotels	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 Units 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 and structures	Existing buildings; Commercial buildings; Mixed Use buildings containing commercial and residential uses.	
c) Regulations		
ii) Minimum Lot area	464 m <sup>2</sup> (5,000 ft <sup>2</sup> )	
iii) Minimum Lot frontage	15 m (50 ft)	
iv) Maximum Lot coverage	60%	
v) Minimum landscaped space	15%	

vi) <b>New main building regulations</b>	<ul style="list-style-type: none"> <li>a) <i>Front yard</i>: established <i>building</i> line or 4 m <i>minimum</i> for the front face of the <i>building</i>;</li> <li>b) <i>Building height</i>: average <i>height</i> of adjacent <i>buildings</i> or to a <i>maximum</i> of three <i>storeys</i> or 16.5 m;</li> <li>c) <i>Exterior Side yard</i>: established <i>building</i> line or 4 m;</li> <li>d) <i>Interior Side yard</i>: i) when abutting an <i>existing</i> residential land <i>use</i>: 4.5 m for the first floor and an additional 1.5 m for each additional floor; or ii) when abutting a <i>commercial</i> land <i>use</i>: 2 m for the first floor and 1 m for each additional floor;</li> <li>e) <i>Rear yard</i>: established <i>building</i> line or 6 m; 6m where abutting a residential land <i>use</i>.</li> </ul>
vii) <b>Accessory structure regulations</b>	<ul style="list-style-type: none"> <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>
<b>d) Supplementary Regulations</b>	
<ul style="list-style-type: none"> <li>i) <i>Outside storage</i> is only <i>permitted</i> within an enclosed area.</li> <li>ii) Each <i>commercial building</i> shall be connected to full municipal services (storm water services, potable water services, sanitary services) and electrical services as approved by The <i>Corporation</i> or any other authority having jurisdiction.</li> <li>iii) A <i>drive-through restaurant</i> or <i>drive-through food outlet</i> shall not be <i>permitted</i> on an interior <i>lot</i> when adjacent to residential land <i>use</i>.</li> <li>iv) <i>Accessory Residential Units</i>: <ul style="list-style-type: none"> <li>i) shall be located behind the <i>commercial</i> on the main floor or above the <i>commercial uses</i>;</li> <li>ii) shall comprise a <i>maximum</i> of 75% of the total <i>building floor area</i>;</li> <li>iii) shall have a separate entrance from the <i>commercial</i> business;</li> <li>iv) shall have parking in compliance with Subsection 5 of this By-law.</li> </ul> </li> <li>v) The following supplementary regulations shall also apply to lands zoned (C4): <ul style="list-style-type: none"> <li>Subsection 3: Definitions</li> <li>Subsection 4: General Provisions</li> <li>Subsection 5: Parking Regulations</li> </ul> </li> <li>vi) Subsection 4.15 <i>Floodplain Development Control Area</i> shall apply in whole or in part to lands situated within the following restricted areas shown on Schedule "A": <ul style="list-style-type: none"> <li>1. <i>Natural Environment Zone</i> – Subsection 11.1;</li> <li>2. <i>Wetland Zone</i> – Subsection 11.2,&amp;</li> <li>3. <i>ERCA Floodplain Development Control Area</i></li> </ul> </li> </ul>	

SUBSECTION 10.6 EDUCATION (EG)	
<b>a) Permitted Uses</b>	
i) <b>Main use</b>	<i>School</i> – Elementary or Secondary <i>Church/Chapel/religious institution/place of worship</i> <i>College</i> <i>High School</i> <i>Museum</i> <i>School, Commercial</i> <i>Specialized training facility</i> <i>University</i>
ii) <b>Accessory use</b>	<i>Accessory uses to the main use</i> <i>Outdoor storage</i> <i>Office</i> <i>Retail component</i>
<b>b) Permitted Buildings and Structures</b>	
i) <b>Permitted Buildings and Structures</b>	<i>Museum</i> <i>Chapel</i> <i>Crematorium(s)</i> <i>Mausoleum(s)</i> <i>Accessory structures</i>
<b>c) Regulations</b>	
i) <b>Lot area (min)</b>	2,000 m <sup>2</sup> (21,530 ft <sup>2</sup> )
ii) <b>Lot frontage (min)</b>	15 m (50 ft)
iii) <b>Interior Side Yard (min)</b>	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) <b>Front Yard Setback (min)</b>	7.5 m or established <i>building</i> line
v) <b>Exterior Side Yard (min)</b>	4.5 m (15 ft)
vi) <b>Rear Yard (min)</b>	7.5 m
vii) <b>Lot coverage (max)</b>	30% including all <i>accessory buildings and structures</i>
viii) <b>Main building height (max)</b>	15 m
ix) <b>Accessory structure height (max)</b>	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*

## **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

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### **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

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 00-2020

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### **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. the construction of a permitted commercial use which does not increase the building foot print or total square footage by more than 20%;
  - iii. Council grants a site-specific exemption from this by-law through application to Council, and
  - iv. the consideration of any Planning Act application filed prior to February 24, 2020.

**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**

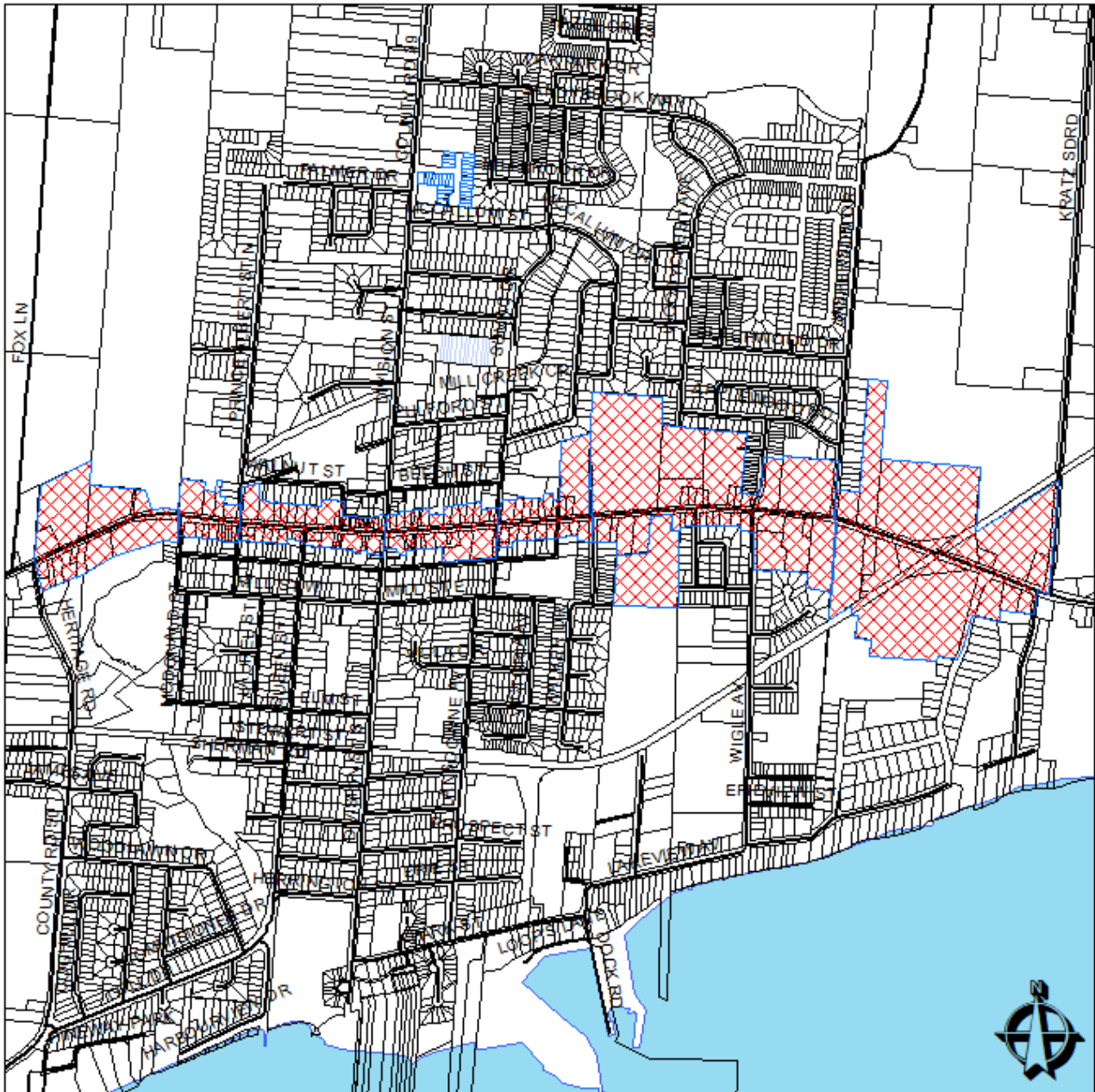
- 7. This by-law shall come into force and take effect on the day it is finally passed and shall remain in effect until the \_\_\_\_ day of\_\_\_\_\_,2021.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

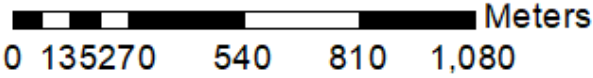
\_\_\_\_\_  
**MAYOR, Nelson Santos**


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

Schedule A



Main St. East & West Policy Review  
Study Area



 Interim Control By-law Area



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

**Date:** April 14, 2020  
**To:** Mayor and Council  
**Author:** Ryan McLeod, CPA, CA  
**RE:** COVID-19 Financial Relief & Flood Mitigation Efforts  
**Report No.:** FS-2020-07

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#### **AIM**

To provide recommendations for additional financial relief measures in response to COVID-19 and to seek funding approval for flood mitigation efforts.

#### **BACKGROUND**

Efforts to slow the spread of COVID-19 have resulted in the mandated closure of many local businesses, which in turn, has led to a number of residents being laid off or unable to report to work. This crisis has and will continue to have a significant economic impact on our community and it is incumbent on the municipality to leverage its resources to soften the financial burden for its residents and local businesses.

#### **DISCUSSION**

##### **Tax and Water Penalties**

On March 23, 2020, Council approved the waiver of all interest and penalties until April 30<sup>th</sup>. Since that date, the Province and County of Essex have established deferred payment plans for the transfer of the property tax levies which lower tier municipalities are required to collect on their behalf. These deferrals will help address short-term cash flow concerns and provide municipalities with additional flexibility to extend interest and penalty deferrals to the taxpayers.

In an effort to develop consistent financial relief measures, the Essex County Treasurers' are recommending the following at this point in time:

- **No late payment charges** on property tax and water/wastewater accounts in either form, penalty and/or interest, **through the period ending June 30, 2020**. In the absence of additional financial relief measures, interest and penalties will be

calculated on all past due balances as of July 1<sup>st</sup> and the first of every month thereafter.

- All **pre-authorized payment** withdrawals will continue to be taken on the scheduled dates **unless otherwise cancelled** by the property owner.
- Charges for **Non-Sufficient Funds** on any property tax and water/wastewater payments will be **waived** through the period ending June 30, 2020.

Additional financial relief measures may be proposed as the situation unfolds.

The full cost of waiving interest and penalty charges for the municipality is difficult to determine at this time. The minimum financial impact of this decision amounts to approximately \$25,000 per month in lost interest and penalty revenue (\$75,000 for the period from April – June). The maximum financial impact will depend on cash flows. The 2020 budget included \$250,000 in anticipated interest revenue from reserves. If a large number of residents choose to not pay their tax or water bills, over time this will deplete municipal reserves and reduce the anticipated interest revenue that the municipality had planned to earn on those funds.

### **Wastewater Rates**

Council had previously approved the implementation of a new wastewater rate structure which was to come into effect for billing periods starting after April 1st. While the new rate structure was designed to be revenue neutral for the average household, some households will experience an increase in sewage charges, especially during the summer months when people tend to use more water. To avoid the perception that the Town is adversely affecting the cost of living for our residents, who may be struggling financially during this time, it is recommended that the Town defer the implementation of the new residential sewage rates as follows:

- Sewage Area 1 Rates (Cottam Facility) – effective January 15, 2021.
- Sewage Area 2 Rates (Lakeshore West Facility) – effective March 15, 2021
- Sewage Area 3 Rates (Kingsville Facility) – effective February 15, 2021

For clarity, until the time in which the new residential sewage rates become effective, the previously approved flat residential sewage rates will remain in effect.

### **Service Disruptions**

The Province has issued emergency orders to close all recreational amenities, including arenas, sports fields, marinas and community centres. At this point in time, it is not known when the municipality will be able to offer these services to the public again. As certain fees in the Town's fee by-law are based on "seasonal" rates, it is recommended that Council authorize the Director of Financial Services to adjust any seasonal based fees in proportion to the time for which the services will be available. Examples of seasonal rates include Marina dockage, boat ramp passes and minor sport Soccer and Baseball fees.

### **Flood Mitigation Efforts**

In response to elevated lake levels and the associated risk of overland flooding, Management has made the decision to procure 4,000 sand bags for distribution to residents in high risk areas. A load of sand has been piled near the boat ramp where

residents can fill their own bags. To date, the Town has spent approximately \$7,500 on this initiative, which was not factored into the 2020 budget. Council should be aware that additional financial resources may be required if the flooding situation worsens. Administration is seeking approval to spend up to \$50,000 for any expenses associated with the sand bag program or other flood mitigation efforts. These expenses would be financed from the Town's budget stabilization reserve (03-000-032-31063).

## **LINK TO STRATEGIC PLAN**

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

## **FINANCIAL CONSIDERATIONS**

Many of the services provided by the Municipality are essential (i.e. police, fire, water, sanitary sewers, road maintenance, garbage collection, permitting, etc.) and continue to be delivered during the state of the provincial emergency declaration. The management team is closely monitoring spending to identify opportunities for savings, however, it is noted that outside of the deferral of non-critical capital projects, any savings from reduced operations will be primarily limited to the Parks and Recreation Department, which accounts for only 8.6% of a resident's property tax bill. With that in mind, the municipality will need to maintain parks and recreational amenities at a base level to ensure they are available for public enjoyment when the Provincial restrictions are removed.

## **CONSULTATIONS**

Senior Management Team

## **RECOMMENDATION**

That Council authorize the following financial relief measures in response to the economic implications of COVID-19:

- No late payment charges on property tax and water/wastewater accounts in either form, penalty and/or interest, through the period ending June 30, 2020.
- Charges for Non-Sufficient Funds on any property tax and water/wastewater payments will be waived through the period ending June 30, 2020.
- Amend By-law 26-2020 to defer the implementation of the new residential sewage rate structure as follows:
  - Sewage Area 1 Rates (Cottam Facility) – effective January 15, 2021.
  - Sewage Area 2 Rates (Lakeshore West Facility) – effective March 15, 2021
  - Sewage Area 3 Rates (Kingsville Facility) – effective February 15, 2021
- Authorize the Director of Financial Services to adjust any seasonal based fees and charges in proportion to the time for which the services will be available.

That Council approve up to \$50,000 for flood mitigation efforts to be financed from the Town's budget stabilization reserve (03-000-032-31063)

*Ryan McLeod*

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Ryan McLeod, CPA, CA  
Director of Financial Services



**SPECIAL MEETING OF COUNCIL  
MINUTES**

**Wednesday, March 18, 2020  
5:00 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
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Members of Administration	J. Astrologo, Director of Corporate Services S. Kitchen, Deputy Clerk-Council Services R. McLeod, Director of Financial Services
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**A. CALL TO ORDER**

Mayor Santos called the Special Meeting to order at 5:00 p.m. with all members of Council in attendance.

Solicitor Shannel C. Diwold was also in attendance.

**B. 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.

**C. CLOSED SESSION**

**238-2020**

Moved by Councillor Thomas Neufeld

Seconded by Councillor Laura Lucier

That Council, pursuant to Section 239(2) of the *Municipal Act, 2001*, enter into Closed Session to address the following item:

i) Section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; being an update Report from Solicitor D. Halliwill regarding 190 Main St. East, being Part of Lot 1, Concession 2, ED, Part 2, 12R-26799.

**CARRIED**

**D. REPORT OUT OF CLOSED SESSION**

Upon rising from Closed Session at 8:47 p.m. Mayor Santos stated that Council had entered into Closed Session to address Item C-i) as mentioned above (Section 239(2)(f) advice that is subject to solicitor-client privilege, RE:190 Main Street East).

Mayor Santos reported that Council received an update Report from legal counsel S. Diewold in connection with the item, and Council provided direction.

**E. CONFIRMATORY BY-LAW**

**1. By-law 34-2020**

**239-2020**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Kimberly DeYong

That Council reads By-law 34-2020, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its March 18, 2020 Special Meeting a first, second, and third and final time.

**CARRIED**

**F. ADJOURNMENT**

**240-2020**

Moved by Councillor Larry Patterson

Seconded by Councillor Tony Gaffan

That Council adjourns this Special Meeting at 5:48 p.m.

**CARRIED**

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MAYOR, Nelson Santos

---

CLERK, Jennifer Astrologo



**REGULAR MEETING OF COUNCIL  
MINUTES**

**Monday, March 23, 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 J. Galea, Human Resources Manager K. Brcic, Planner T. Del Greco, Municipal Services Manager R. McLeod, Director of Financial Services

**A. CALL TO ORDER**

Mayor Santos called the Regular Meeting to order at 7:00 p.m. with all members of Council in attendance.

**B. MOMENT OF SILENCE AND REFLECTION**

Mayor Santos asked those present to stand and observe a moment of silence and reflection, to be followed by the playing of O'Canada.

**C. PLAYING OF NATIONAL ANTHEM**

**D. DISCLOSURE OF PECUNIARY INTEREST**

Mayor Santos reminded Council that any declaration is to be made prior to each item being discussed and to identify the nature of the conflict, if any, as the agenda items come forward.

**E. MATTERS SUBJECT TO NOTICE**

**1. PUBLIC MEETING--Combined Application for Consent and Zoning By-law Amendment File B/22/19 & ZBA/24/19 by Linda Wintermute & Helen McLeod 605 Road 11, Part of Lot 22, Concession 11**

K. Brcic, Town Planner

i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment and Consent, dated February 28, 2020;

ii) Report of K. Brcic, Planner, dated March 12, 2020;

iii) Proposed By-law 28-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

Ms. Brcic presented the Planning Report.

Public Comments:

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

**241-2020**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Thomas Neufeld

That:

Council approves Consent Application B/22/19 to sever an existing dwelling, deemed surplus to the needs of the owners on a 0.36 ha (0.89 ac.) parcel shown as Part 1 on the Applicants' sketch, in the Town of Kingsville, subject to the following conditions:

- a. That the applicant(s) arrange for a reference plan be deposited in the registry office, both an electronic and paper copy of the registered plan is to be provided.
- b. That any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or Municipal Act be paid in full along with all municipal taxes.
- c. That any necessary drainage reapportionments be undertaken.

- d. A clear letter of approval for the septic system on the severed parcel (surplus dwelling lot) must be obtained from the Town's Building Department.
- e. That as a result of the severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees By-law in effect on the date of certification of the deed.
- f. The zoning of the retained parcel be amended to prohibit future dwellings prior to certification.
- g. That the necessary deed(s), transfer or charges be submitted in triplicate, signed and fully executed (no photocopies), including a copy of the reference plan, prior to certification;
- h. That the necessary deed(s), transfer or charges be submitted in triplicate, signed and fully executed (no photocopies), including a copy of the reference plan, prior to certification;

AND THAT, Council approves Zoning By-law Amendment Application ZBA/25/19 to rezone the retained parcel, known as 605 Road 11, in Part of Lot 22, Concession 11, in the Town of Kingsville, from 'Agriculture (A1)' to 'Agriculture – Restricted (A2)' and adopt the implementing by-law.

**CARRIED**

**2. Application for Zoning By-law Amendment ZBA/05/16 & Site Plan Approval SPA/08/16 by Liovas Holding Ltd. Part of Lots 5 to 8, 23 & 24, Plan 296, Part 3 RP 12R 23274**

Ms. Kristina Brcic, Town Planner

- i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment and Site Plan Approval, dated February 28, 2020;
- ii) Report of R. Brown, Manager of Planning Services, dated March 16, 2020;
- iii) Proposed By-law 27-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

Ms. Brcic presented Mr. Brown's Planning Report.

Comments from the Applicant:

The Applicant, Jim Liovas (Liovas Holdings Ltd.) explained the rationale for the separate 6-unit accessory garage. He stated that he has done this before in Leamington because not everyone wants to rent a garage. He added that if not all garage units are rented they will simply remain empty.

Mr. Brown explained that the accessory garage cannot be commercially rented out; the garage can only be rented to the individuals renting the eight units. Mr. Brown stated that if in the future the units are subdivided in any manner, the garage must remain accessory to at least one of the units, which would most logically be the end unit.

**242-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Larry Patterson

That an amendment be made to the Site Plan Agreement (Liovas Holdings Ltd.; SPA/08/16) to ensure that wording mandating the installation of sidewalks is clearly articulated.

**CARRIED**

Public Comments:

Michael Ives, 32 Maple Street, expressed concern about crowding on the street from parking. There are also concerns as to how the construction would affect their home, and some other homes in the neighbourhood, which have fieldstone foundations.

Ms. Brcic commented that there is over 30 feet proposed from the westernmost unit to the nearest home, being Mr. and Mrs. Ives' property at 32 Maple Street. She also confirmed that every unit has a driveway in front, provided the dimensions of those driveways, stated there is one driveway access in to each unit, and that the properties will be built in a raised-ranch style.

Mr. Liovas commented that the garage would look the same as all four buildings, so that everything flows through the whole development. He also commented that his company has a lot of experience doing infill projects such as these and takes that seriously in his building construction practices, so that it is done in the best way so as not to affect neighbouring foundations.

**243-2020**

**Moved By** Councillor Laura Lucier

**Seconded By** Councillor Larry Patterson

That Council:

Approves Zoning By-law Amendment Application ZBA/05/16 to rezone the subject lands to permit four (4) semi-detached dwellings, an accessory storage building, establish site-specific regulations and adopt the implementing by-law;

Approves Site Plan Approval Application SPA/08/16 for the development of four (4) semi-detached dwellings detailed on the attached Site Plan along with an accessory storage building subject to the conditions outlined in the Site Plan Agreement, as amended to include wording to clearly articulate the mandatory installation of sidewalks; and

Authorizes the Mayor and Clerk to sign the Site Plan Agreement and register said Agreement on title.

**CARRIED**

**F. AMENDMENTS TO THE AGENDA**

Councillor Patterson added an announcement, Mayor Santos added an update item, and Councillor DeYong added one Notice of Motion.

**G. STAFF REPORTS**

**1. Website Updates – Kingsville Heritage Committee**

R. McLeod, Director of Financial Services presented the Report of Information Technology Manager T. Iacobelli

**244-2020**

**Moved By** Councillor Laura Lucier

**Seconded By** Councillor Kimberly DeYong

That Council receives the report from Manager of Information Technology dated March 6, 2020 with respect to updating the Heritage Committee's webpage on the Town of Kingsville's website.

**CARRIED**

## **2. 2020 Capital Projects – Tender Approvals**

T. Del Greco, Manager of Municipal Services

### **245-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council authorizes the Mayor and Clerk to execute an agreement with Coco Paving Incorporated for award of the 2020 Urban Road Program Tender in the amount of \$532,853 (excluding HST);

And That Council authorizes the use of funds from Account #03-000-032-39121 (Reserves - Active Transportation) to facilitate construction of the multi-use path from Conservation Blvd to Lake Drive;

And That Council authorizes the Mayor and Clerk to execute an agreement with Shepley Road Maintenance for award of the 2020 Rural Road Program Tender in the amount of \$1,218,649 (excluding HST);

And That Council authorizes the Mayor and Clerk to execute an agreement with Pierascenzi Construction for award of the 2020 Sidewalk Program Tender in the amount of \$139,365 (excluding HST);

And That Council authorizes the Mayor and Clerk to execute an agreement with RC Spencer for award of engineering services pertaining to reconstruction of Road 2 East from County Road 45 to Division Road North (including all watermain engineering) in the amount of \$335,810 (excluding HST).

**CARRIED**

## **3. Lease Extension Agreement**

J. Astrologo, Director of Corporate Services, presented the Report on behalf of Deputy Clerk-Administrative Services R. Baines.

### **246-2020**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Kimberly DeYong

That Council approves the Lease Extension Agreement between John and Michelle Ivanisko and The Corporation of the Town of Kingsville for 116 County Road 34 West, Cottam, Ontario, and authorizes the Mayor and Clerk to execute said Agreement, and adopt By-law 33-2020.

**CARRIED**

**4. COVID-19 Municipal Response**

J. Astrologo, Director of Corporate Services

**247-2020**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Laura Lucier

That Council adopt By-law 36-2020, being a by-law to amend the Procedure By-law (By-law 55-2016) to allow Council Members to electronically participate in Council Meetings.

**CARRIED**

**248-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Kimberly DeYong

That Council adopt By-law 38-2020, being a by-law to delegate authority to the Director of Corporate Services and the Director of Financial Services to jointly award contracts up to a monetary limit of \$500,000.00 provided that the works are within the scope and budget limits of the 2020 Budget.

**CARRIED**

**249-2020**

**Moved By** Councillor Laura Lucier

**Seconded By** Deputy Mayor Gord Queen

That Council cancel the April 14, 2020 Regular Meeting and allow the Mayor to make a determination regarding the cancellation of the April 27, 2020 Regular Meeting.

**CARRIED**

**250-2020**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Kimberly DeYong

That interest and penalties be waived for tax and water accounts through to April 30, 2020.

**CARRIED**

**251-2020**

**Moved By** Councillor Thomas Neufeld

**Seconded By** Councillor Larry Patterson

That Council endorses the actions taken by Administration thus far in the wake of the COVID-19 pandemic to maintain the health and safety of employees and members of the community.

**CARRIED**

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

**1. Report of Kingsville Striking Committee, dated March 11, 2020 RE: 2020-2022 Updated Appointments to Boards and Committees for Kingsville**

**252-2020**

**Moved By** Councillor Kimberly DeYong

**Seconded By** Councillor Tony Gaffan

That Council adopts the recommended Board and Committee lay appointments for the balance of the Council term, as presented by the Kingsville Striking Committee, for Communities in Bloom Committee, Kingsville Municipal Heritage Advisory Committee, Migration Festival Committee, and Mettawas Waterfront Park Fundraising Committee, to be effective immediately; and Further That the appropriate by-law be updated at a future meeting of Council.

**CARRIED**

**I. MINUTES OF THE PREVIOUS MEETINGS**

1. **Special Meeting of Council--March 2, 2020**
2. **Special Closed Session Meeting of Council--March 2, 2020**
3. **Regular Meeting of Council--March 9, 2020**
4. **Regular Closed Session Meeting of Council--March 9, 2020**

Deputy Mayor Queen suggested that the Regular Meeting Minutes of March 9, 2020 should be amended to more accurately reflect that it was the intention and expectation that Motion 216-2020 to also include the definition of 'adverse effect' in By-law 89-2019.

**253-2020**

**Moved By** Councillor Tony Gaffan

**Seconded By** Councillor Laura Lucier

That Council adopts Special Meeting of Council Minutes dated March 2, 2020, Special Closed Session Meeting of Council Minutes dated March 2, 2020, Regular Meeting of Council Minutes dated March 9, 2020 as amended (Motion 216-2020 definition of adverse effect added in By-law 89-2020), and Regular Closed Session Meeting of Council Minutes dated March 9, 2020.

**CARRIED**

**J. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

1. **Kingsville B.I.A. - Annual General Meeting - February 26, 2019 and Kingsville BIA Minutes dated February 11, 2020**

**254-2020**

**Moved By** Councillor Laura Lucier

**Seconded By** Deputy Mayor Gord Queen

That Council receives Kingsville B.I.A. Annual General Meeting Minutes dated February 26, 2019 and Kingsville BIA Minutes dated February 11, 2020.

**CARRIED**

2. **Kingsville Municipal Heritage Advisory Committee - February 11, 2020 and February 27, 2020**

**255-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council receives Kingsville Municipal Heritage Advisory Committee Meeting Minutes dated February 11, 2020 and February 27, 2020.

**CARRIED**

**3. Tourism and Economic Development Committee - February 13, 2020**

**256-2020**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Laura Lucier

That Council receives Tourism and Economic Development Committee Meeting Minutes dated February 13, 2020

**CARRIED**

**K. BUSINESS CORRESPONDENCE - INFORMATIONAL**

- 1. Town of Tecumseh--Correspondence dated February 13, 2020  
RE: Resolution of Support of Essex County Federation of Agriculture  
correspondence and of Bill 156**
- 2. Township of Tyendinaga--Correspondence dated March 3, 2020 RE: Call for  
a solution to the ongoing Coastal GasLink and Rail Disruption situations**
- 3. Municipality of West Nipissing--Correspondence dated March 3, 2020 RE:  
Provincially Significant Wetlands Designation**
- 4. Town of Ajax--Correspondence dated March 5, 2020 RE: Supporting  
Conservation Authorities**
- 5. Municipality of West Nipissing--Resolution 2020/101 supporting AMO's  
position in Bill 132 with respect to the Aggregate Resources Act and the  
Safe Drinking Water Act, as supported by the Township of Puslinch.**
- 6. Frank Fernandez, Stop the Great Lakes Nuclear Dump--Correspondence  
dated March 6, 2020 RE: OPG Nuclear Waste Repository**

7. **Town of Kirkland Lake--Correspondence received March 9, 2020 RE: Support of Bill 156**
8. **Municipality of Callander--Correspondence dated March 17, 2020 with attached Resolution 2020/03/84 RE: Electronic Meetings during COVID-19 257-2020**  
**Moved By** Councillor Larry Patterson  
**Seconded By** Deputy Mayor Gord Queen

That Council receives Business Correspondence-Informational items 1 through 8.

**CARRIED**

**L. NOTICES OF MOTION**

1. **Deputy Mayor Gord Queen may move, or cause to have moved:**  
**258-2020**  
**Moved By** Deputy Mayor Gord Queen  
**Seconded By** Councillor Larry Patterson

That Council approves the Mayor and staff creating a letter to go to the Federal Government, supporting and encouraging the creation of a Canada-wide Auto Sector Plan that aids and creates jobs in Canada versus Mexico; recognizing the effects that many of our local residents are employed now, and hopefully for generations to come.

**CARRIED**

Council directed that such correspondence be crafted and sent after the COVID-19 pandemic has been dealt with.

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

That Council be provided at the next following Regular Meeting a copy of By-law 89-2019 (Greenhouse regulations) that does include the requested detail as per previous Council Motion, and not just a reference to Provincial Policy.

Deputy Mayor Queen indicated he would not be moving such motion as the matter was addressed.

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

That Council support sending a letter to the Minister of Energy, Greg Rickford, to suspend 'time of use' billing during the quarantine period as a result of the COVID-19 pandemic. And that this letter be sent to the Ontario Energy Board, the Premier, our local Member of Parliament T. Natyshak, and all Ontario municipalities

**259-2020**

**Moved By** Councillor Kimberly DeYong

**Seconded By** Councillor Tony Gaffan

That Council support sending a letter to the Minister of Energy, Greg Rickford to provide hydro billing relief during the quarantine period as a result of the COVID-19 pandemic. And that this letter be sent to the Ontario Energy Board, the Premier, our local Member of Parliament T. Natyshak, and all Ontario Municipalities.

**CARRIED**

Councillor DeYong introduced a Notice of Motion, indicating that at the next Regular Meeting she may move, or cause to have moved, that Council direct Administration to provide a report from our Director of Corporate Services on exactly what content and facts from the discussions, reports, investigations and negotiations regarding 190 Main St. East are able to be shared with the public so that Council may address the concerns and questions from residents without risk of being in contravention to our Code of Conduct.

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

Councillor Patterson stated that the Blood Bank is in urgent need; the Food Bank is in need; and he urged everyone to utilize local restaurants for take-out in the Town to help our community during this time of social distancing and isolation due to the pandemic.

Mayor Santos thanked staff for their continuing efforts in dealing with the COVID-19 pandemic. A Declaration of Emergency was issued effective March 22, 2020 for the Town of Kingsville. The Town Control Group is presently in Enhanced Monitoring Mode. He stated there is a shortage of supplies for our front-line health care providers, EMS and first responders, and if anyone is aware of availability of such supplies to contact local emergency responders to advise them.

**N. BYLAWS**

**1. By-law 27-2020**

**260-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Tony Gaffan

That Council reads By-law 27-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/05/16; Maple Street and Lansdowne Avenue, Part of Lots 5 to 8, 23 and 24, Plan 296, Part 3, RP 12R 23274) a first, second and third and final time.

**CARRIED**

**2. By-law 28-2020**

**261-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Kimberly DeYong

That Council reads By-law 28-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/24/19; 605 Road 11, Part of Lot 22, Concession 11) a first, second and third and final time.

**CARRIED**

**3. By-law 33-2020**

**262-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Larry Patterson

That Council reads By-law 33-2020, being a By-law authorizing the Mayor and Clerk to enter into an Agreement with John Ivanisko and Michelle Ivanisko to Extend the Tenancy Lease of OPP Cottam location, 116 County Road 34, a first, second and third and final time.

**CARRIED**

**4. By-law 35-2020**

**263-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council reads By-law 35-2020, being a By-law to amend By-law 101-2004, being a By-law to Appoint Officers and Management Staff for The Corporation of the Town of Kingsville, and to repeal By-law 21-2016, a first, second and third and final time.

**CARRIED**

**5. By-law 36-2020**

**264-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Laura Lucier

That Council reads By-law 36-2020, being a By-law to amend By-law 55-2016, being a By-law to Govern the Calling, Place and Proceedings of Council and Committees, a first, second and third and final time.

**CARRIED**

**6. By-law 37-2020**

**265-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Thomas Neufeld

That Council reads By-law 37-2020, being a By-law to authorize the entering into of an Agreement with Nevan Construction Inc. for the construction of the Sumac Drain Watermain Replacement for The Corporation of the Town of Kingsville (N. J. Peralta Engineering Ltd. Project No. E-19-057) a first, second and third and final time.

**CARRIED**

**7. By-law 38-2020**

**266-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Larry Patterson

That Council reads By-law 38-2020, being a By-law to authorize the Delegation of Authority to the Director of Corporate Services/Clerk and to the Director of Financial Services for certain acts during the Provincially declared state of emergency under the Emergency Management and Civil Protection Act, a first, second and third and final time.

**CARRIED**

**O. CLOSED SESSION**

**267-2020**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Kimberly DeYong

That Council at 8:54 p.m., pursuant to Subsection 239(2) of the Municipal Act, 2001, enter into Closed Session to address the following item:

i) Section 239(2)(d) labour relations or employee negotiations.

**CARRIED**

**P. REPORT OUT OF CLOSED SESSION**

Upon rising from Closed Session at 9:29 p.m. Mayor Santos reported that Council addressed one Closed Session Item (Item O-i, above-captioned) during which session Council received an informational report.

**Q. CONFIRMATORY BY-LAW**

**1. By-law 39-2020**

**268-2020**

**Moved By** Deputy Mayor Gord Queen

**Seconded By** Councillor Kimberly DeYong

That Council reads By-law 39-2020, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its March 23, 2020 Regular Meeting a first, second and third and final time.

**CARRIED**

**R. ADJOURNMENT**

**269-2020**

**Moved By** Councillor Larry Patterson

**Seconded By** Councillor Laura Lucier

That Council adjourns this Regular Meeting at 9:30 p.m.

**CARRIED**



## COMMITTEE MINUTES

**COMMITTEE OF ADJUSTMENT  
FEBRUARY 19, 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:**

Councillor Thomas Neufeld  
Deputy Mayor Gord Queen  
Russell Horrocks  
Allison Vilardi  
Shannon Olson

#### **MEMBERS OF ADMINISTRATION:**

Manager of Planning Services, Robert Brown  
Town Planner, Kristina Brcic  
Administration, Stephanie Coussens

### **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 JANUARY 21st, 2020.

#### **CA-07-2020**

Moved by Shannon Olson, seconded by Allison Vilardi that the Committee of Adjustment Meeting Minutes dated January 21<sup>st</sup>, 2020 be adopted.

**CARRIED**

## **D. HEARINGS**

### **1. B 28 19 – 140 ROAD 3 E – JEREMY WOOD & JONATHAN WOOD**

Manager of Planning Services, Robert Brown introduced the Consent application and reviewed his report dated, February 3<sup>rd</sup>, 2020 which provides details regarding the request to create a new 16.386 ha (40.49 ac.) farm lot (Parts 1, 2, and 3), together with the continuation of the existing permanent easement over Parts 2 & 5 on the severed and retained lands; the continuation of any existing Hydro One easement and or rights-of-way on the severed and retained lands, and the establishment of a blanket right-of-way over the retained lands for access to the portion of the severed lands south and west of the Wallace Fox Drain in Part of Lot 1, Concession 3, ED, on the lands know as 140 Road 3 E in the Town of Kingsville

The subject land is a 32.77 ha (81 ac.) farm parcel with a single detached dwelling and outbuildings. The applicants are proposing to divide the farm parcel into two equal halves. The applicants are in the process establishing a specialty farming operation for the growing and initial processing of hops used in the production of beer. The production of hops require a significant initial investment to establish and the owner needs a smaller farm parcel with specific soil characteristics to make the venture work. The subject farm is located on a soil type that is unique and in limited supply in Kingsville. The applicants are also hoping to provide a local source for a number of micro-breweries in both Kingsville and Essex County.

The applicants, Jeremy Wood and Jonathan Wood 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 why a severance is required for the purpose of a specialty crop. If the severance is granted, would another residential dwelling be permitted on the severed parcel? If so, why is the severed parcel not being re-zoned to A2 to prohibit this? Manager of Planning Services, Robert Brown explained that the specialty crop could be done without the severance, in this case the application has been submitted to isolate financial risk for the applicant. The applicant would like to mortgage just one parcel, separating the specialty crop from the applicant's home. Mr. Brown also explained that the consent policies do not require the applicant to apply for re-zoning for this type of severance.

Committee Member Russell Horrocks asked if this is a true consent, or is this a technical consent. Could the applicant be seeking a severance to sell the severed parcel to gain finance? And if this was not a specialty crop would we be considering this application. Manager of Planning Services Robert Brown, explained that the applicant has not indicated an interest in selling the severed parcel, the application is being brought forward because of the specialty crop and would not be considered if it wasn't.

Committee Member Shannon Olson asked if there is a house on the retained parcel; and if there is a home on the parcel is there opportunity for another home to be permitted? Manager of Planning, Robert Brown, confirmed that yes the applicants personal dwelling is located on the retained parcel; and another dwelling would not be permitted.

The applicant, Jeremy Wood, discussed his intention for the property. Mr. Wood has been in touch with local breweries, regarding the need for locally available hops. His goal is to fill the void for the local breweries. The soil on his land is Harrow Loam and would host the hop crop well. Mr. Wood has been approached by greenhouse operators to sell, but Mr. Wood wants to see the land used as a cash crop. He knows that the soil is best in the county for growing.

Timothy Chrcek 96 Park St. – Mr. Chrcek is in support of this application. Mr. Chrcek agrees that cash crop is what the land should be used for. Mr. Chrcek doesn't want to see any more plastic from greenhouse development.

Deputy Mayor Gord Queen, was originally hesitant regarding this application and if the applicant was here to find a loophole to build multiple homes on the severed land. Mr. Queen now understands the intention of the applicant, and is in support of this application.

Chairperson, Thomas Neufeld confirmed there were no other comments or questions from the committee, applicant or the public.

## **CA-08-2020**

Moved by Gord Queen, seconded by Russell Horrocks that Consent application B/28/19 to create a new 16.386 ha (40.49 ac.) farm lot (Parts 1, 2, and 3), together with the continuation of the existing permanent easement over Parts 2 & 5 on the severed and retained lands; the continuation of any existing Hydro One easement and or rights-of-way on the severed and retained lands, and the establishment of a blanket right-of-way over the retained lands for access to the portion of the severed lands south and west of the Wallace Fox Drain in Part of Lot 1, Concession 3, ED, on the lands know as 140 Road 3 E in the Town of Kingsville, be **Approved** subject to the following conditions;

1. 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.
2. That any necessary drainage reapportionments be undertaken.
3. That the applicants convey a 9m x 9m site visibility triangle at the intersection of Division Rd North and Road 3 E, free of charge and clear of all encumbrances to the Town.
4. 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.

5. 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.
6. That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees By-law in effect on the date the consent is being endorsed on the deeds.
7. The conditions imposed above shall be fulfilled by **February 19, 2021** or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

**CARRIED**

## **2. A 10 19 – 102 PARK ST – JOE TEIXEIRA**

Town Planner, Kristina Brcic introduced the Minor Variance application and reviewed her report dated, February 10<sup>th</sup>, 2020 which provides details regarding a minor variance application to decrease the required landscaped space for the construction of a new mixed use building on lands known as 102 Park Street, in the Town of Kingsville.

The subject property is designated 'Waterfront Commercial' by the Official Plan, and zoned 'Waterfront Mixed Use Commercial (C5)' under the Kingsville Comprehensive Zoning By-law.

A minor variance (A/01/19) was approved in early 2019 for a reduction in the side yard setbacks. The approved reductions were 4.5 m along the east and 1.5 m along the west. The redesigned building will have an easterly side yard setback of 6.4 m and westerly side yard of 2.7 m. However, in order to meet the minimum parking requirement and provide two-way access to the parking area the applicant is seeking a reduction in the required landscaped space outlined in Section 8.5 c) iv) from 30% to 20%.

The applicant, Joe Teixeira was not 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 the parking shown on the applicants site plan is the maximum allowed, and amount required. With the current zoning is the applicant able to change his plan, and propose a 3 story building? Town Planner, Kristina Brcic explained that the parking meets the requirements and the limits on this property. Manager of Planning Services, Robert Brown, explained that 3 story would be permitted in the current zoning, but with the original Minor Variance the applicant was granted on a 2 story building.

Committee Member Allison Vilardi would like a recommendation to be added to ensure that this the Minor Variance be granted only for a 2 story building. Seconded by Shannon Olson.

Deputy Mayor Gord Queen is opposed to any further variances on this property. Mr. Queen does not support the variance.

Committee Member Shannon Olson asked if parking is maxed out at 2 story. Manager of Planning Services Robert Brown replied, yes.

Russell Horrocks, asked Gord to explain his opposition.

Timothy Chrcek, 96 Park St. is the neighbour to the West of the property. Mr. Chrcek is not in favor of the variance. Mr. Chrcek has concerns of where smokers will be permitted with the setbacks required from the door of the commercial store front. Mr. Chrcek asked if fire route, and accessible parking has been addressed. Manager of Planning Services, Robert Brown ensured that one accessible parking space and fire route have been identified on the draft site plan.

Committee Member Shannon Olson, would like to hear from the applicant, with the applicant not in attendance, Mr. Olson will not vote in favor.

Committee Member Allison Vilardi, is not against the application because this has already been heard by the committee, but she would like to hear from the applicant. This is the first application of its kind to come forth to the committee. More applications with a mixed residential and commercial use are to be expected since they are permitted in the current zoning of the lands.

Chairperson, Thomas Neufeld confirmed there were no comments or questions from the committee, applicant or the public.

### **CA-09-2020**

Moved by Russell Horrocks, seconded by Allison Vilardi that Minor Variance application A/10/19 pertaining to the lands known as 102 Park Street, in the Town of Kingsville to reduce the required landscaped space minimum from 30% to 20%, be **Deferred** until the next regular meeting of the Committee so the applicant can attend and answer questions related to the changes in the proposed development.

**CARRIED**

### **3. A 01 2020 – 302 STONEHEDGE DRIVE – DEBORAH DONNELLY**

Town Planner, Kristina Brcic introduced the Minor Variance application and reviewed her report dated, February 12<sup>th</sup>, 2020 which provides details regarding an application to

increase the accessory structure lot coverage to allow construction of a new detached garage on lands known as 302 Stonehedge Drive, in the Town of Kingsville.

The subject land is an approximately 872.35 sq. m (9,390 sq. ft.) residential lot with a single detached dwelling and garden shed. The applicant wishes to build a 75.8 sq. m (816 sq. ft.) detached garage (shown on Applicant's Sketch). Relief is being requested from the Town of Kingsville Zoning By-law Accessory Buildings and Structures section 4.2 g) which permits a maximum lot coverage of 10%. However, the requested detached garage in part with the existing 17.84 sq. m (192 sq. ft.) shed will bring the accessory structure lot coverage to just over the permitted 10%. Therefore the applicant has requested a minor variance for an additional 1% of accessory structure lot coverage. All other provisions of the zoning are in full compliance.

The applicant, Deborah Donnelly was in attendance.

Chairperson, Thomas Neufeld asked if there were any comments or questions from the committee, applicant or the public.

Committee Member Russell Horrocks resides on Stonehenge, he does not declare concern of Pecuniary Interest, but wanted it to be known to maintain transparency.

John Harvey, 312 Stonehedge Dr., lives to the south of 302 Stonehedge Dr and has no major objections, but initially had a few concerns. After speaking with the Town Planner, Kristina Brcic Mr. Harvey better understands the zoning and how a lot is defined. Mr. Harvey wanted to thank Ms. Brcic for her professionalism and patients with him. Mr. Harvey's concern was that the proposed garage projects past the front of the house, which is actually considered the exterior side yard as per the Town's Zoning By-law. Ultimately, Mr. Harvey supports the application with no concerns.

Chairperson, Thomas Neufeld confirmed there were no comments or questions from the committee, applicant or the public.

## **CA-10-2020**

Moved by Gord Queen, seconded by Allison Vilardi that Minor Variance application A/01/2020 to increase the maximum accessory structure lot coverage from 10% to 11%, on lands known as 302 Stonehedge Drive, in the Town of Kingsville, be **Approved** subject to the following conditions;

1. that any new construction complies with all other applicable provisions of the By-law.
2. that the owner(s) obtain any applicable permits for new construction, which must comply with the Ontario Building Code.

**CARRIED**

#### **4. A 02 2020 – 751 SCRATCH LANE – KATHERINA WIELER**

Town Planner, Kristina Brcic introduced the Minor Variance application and reviewed her report dated, February 10<sup>th</sup>, 2020 which provides details regarding an application to decrease the front and rear yard setbacks to allow construction of a new single dwelling on lands known as 751 Scratch Lane, in the Town of Kingsville

The subject land is a vacant irregular shaped lot approximately 436.21 sq. m (4,695.29 sq. ft.). The applicant wishes to build a 127.37 sq. m. (1,371 sq. ft.) house with an attached garage (as shown on the Site Plan).

The property owner is requesting a minor variance to reduce the front yard setback from 6.0m (20 ft.) to 5.2m (17 ft.) and the rear yard setback from 7.62m (25 ft.) to 6.0m (20 ft.) to permit the proposed development. A similar variance was requested on neighbouring lands for a similar type of development. Many of the existing dwellings on Scratch Lane, Malo St. and Peter St. have reduced front yard and/or rear yard setbacks. The irregular shaped lot is the main issue limiting the building envelope on the subject property.

The applicant, Katharina Wieler was 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-11-2020**

Moved by Gord Queen, seconded by Allison Vilardi that Minor Variance application A/02/2020 to decrease the minimum required front yard setback from 6.0m (20 ft.) to 5.2m (17 ft.); and decrease the minimum required rear yard setback from 7.62m (25 ft.) to 6.0m (20 ft.); on lands known as 751 Scratch Lane, in the Town of Kingsville, subject to the following conditions:

1. That any new construction complies with all other applicable provisions of the By-law.
2. That any new construction complies with the Ontario Building Code.
3. That the owner(s) obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by Section 28 of the Conservation Authorities Act.

**CARRIED**

**E. NEW AND UNFINISHED BUSINESS**

**F. NEXT MEETING DATE**

The next meeting of the Committee of Adjustment shall take place on March 17<sup>th</sup>, 2020 at The Grovedale Art & Culture Centre, 103 Park St, Kingsville @ 6:00 p.m.

**G. ADJOURNMENT**

**CA-12-2020**

Moved by Shannon Olson, seconded by Russell Horrocks to adjourn this Meeting at 7:00 p.m.

**CARRIED**

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**CHAIR, Thomas Neufeld**

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**SECRETARY TREASURER,  
Kristina Brcic**



## JOINT BOARD OF MANAGEMENT

Wednesday, February 19, 2020

9:00 AM

Ruthven Water Treatment Plant  
1615 Union Avenue,  
Ruthven

### MINUTES

**Members Present:** Mayor MacDonald (Chair); Deputy Mayor Verbeke, Councillors Hammond, Wilkinson - Leamington  
Deputy Mayor Queen, Councillors DeYong, Neufeld, Patterson, Gaffan (alternate) - Kingsville  
Councillor VanderDoelen - Essex

**Members Absent:** Mayor Nelson Santos (Vice Chair) - Kingsville  
Councillors Dunn and Jacobs - Leamington  
Councillor Walstedt - Lakeshore

**UWSS Staff Present:** Rodney Bouchard, Manager UWSS  
Khristine Johnson, UWSS Recording Secretary

**Municipal Staff Present:** Andy Graf - Essex  
Shaun Martinho - Kingsville  
Kevin Girard - Lakeshore

**OCWA Staff Present:** Susan Budden  
Dale Dillen, Ken Penney

**Call to Order:** 9:01 am

**Disclosures of Pecuniary Interest:** none

**Adoption of Board Minutes:**

**No. UW-10-20**

**Moved by:** Councillor DeYong

**Seconded by:** Councillor Patterson

That Minutes of the UWSS Joint Board of Management meeting of January 15, 2020 be approved.

Carried

**Business Arising Out of the Minutes:**

There was none.

**Report UW/05/20 dated February 14, 2020 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to February 14, 2020**

The Manager reviews his report with board members. He explains that the filters #5 and #7 are in the process of being cleaned and disinfected, while flow meters are being installed. Maintenance on filters #1 and #3 will start shortly.

Clarifier #3 has been put back into service after being on shut down for the winter season. The operations staff will then work on starting up Clarifier #2. Once that is completed Clarifier #1 will be shut down for the installation of an 18 inch butterfly valve and flow meter.

The Manager informs the board members that the work on Filters #2 and #4 filter inlet gate valves has been postponed until the fall to allow for lower flows. At that time new inlet valves will be installed in conjunction with the filter #4 rehabilitation project.

The Manager then informs board members that the Harrow/Colchester WTP is in need of doing some upgrades. While these upgrades are taking place the UWSS will supply water to the area in question through interconnects. Billing flows for both Kingsville and Essex will be monitored during this time.

The Manager provides updates on several ongoing projects around the WTP. He notes that the SCADA project is entering the final stages with the final FAT testing to take place the first week of March. This final step had been delayed due to vacations and scheduling conflicts. The CO2 pH Adjustment project is also nearing completion. The actual system has been commissioned and is operational. There are a few minor technical deficiencies that the team is working on.

Peralta Engineering has been retained to design and install a sewage force main for UWSS thus eliminating the existing septic system. This will allow UWSS to expand the parking lot at the front of the Ruthven Water Treatment Plant building. The Manager feels that this project will have engineering completed by April or May. The Board asks if this is a new sewer line. The Manager notes that the connection is just north on Union Avenue.

Phasor Industrial has been retained by the UWSS to complete electrical upgrades to the Low Lift. Phasor provided the best quote for the work, which includes a new transformer, new transfer switch gear and other electrical work.

The Manager notes that OCWA Engineering Services has been retained to act as project coordinator for the Kingsville Water Project (KWT). He indicates that a number of safety issues have been discovered and the interior coating has damage from ice. A new circulating pump will be installed during the rehabilitation. It should also be noted that the exterior paint testing does indicate the presence of lead paint. Therefore, this project will require full encapsulation in order to ensure safety of the surrounding area. He anticipates that the work will commence in April 2020, depending on the weather and the ground

conditions. He is also working with the Town of Kingsville, as a small building to house some mechanical equipment will be built on site. The Manager explains that Kingsville will have to opportunity to determine which logos are placed on the sides. The same opportunities were provided to Leamington and Essex during the recent refurbishment of those water towers. There is some concern regarding the antennas and other communication equipment on top of the tower in regards to income for leased space. The Manager assures the board that income structure is all documented in agreements. The Manager also assures board members that there will be communication with the neighbours in the location of construction. However, it should be noted there will be noise while the project is ongoing, but the site will be kept as tidy as possible and there is adherence to noise by-laws.

The Manager then explains that he is working with Eramosa for retrofitting multiple hydrants throughout the system with sensor and telemetry equipment, which will help measure flow, temperature and other parameters. This information will be collected in real time and sent back to the water treatment operators. This will allow operations staff to monitor any pressure drop and determine water age. This project will also assist with determining which areas should be flushed more often. Board members ask for clarification on a few points regarding this project. The Manager then explains that the monitoring device is inside the hydrant and the hydrants will remain operational.

The Manager informs the board that quotes have been received to start on the new lab, but he is waiting for a third quote. The quotes were coming from local vendors. Once the new lab is constructed the old lab will be removed to make way for new washrooms.

The Manager confirms that the monitoring buoys project mentioned a few months ago is proceeding. The team is looking to obtain a grant of \$1 million. He will keep the Board updated as to the progress of this project.

Finally, the Manager notes that the flows are up quite a bit over last year and the four (4) year average. He believes this will be the trend over the next year.

#### **No. UW-11-20**

Moved by: Councillor Patterson

Seconded by: Councillor Neufeld

That report UW/05/20 dated February 14, 2020 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to February 14, 2020 is received.

Carried (UW/05/20)

#### **Report UW/06/20 dated February 14, 2020 Engineering and Design - Dissolved Air Flotation (DAF)**

The Manager reviews his report with members of the Board. He notes that the UWSS is made up of up flow clarifiers, which require a steady, constant flow. He further explains that UWSS would like to retrofit one of the clarifiers with a dissolved air flotation (DAF) system. This will allow to maintain some of the components of the current system and address the materials that want to sink and the materials that want to float.

Based on the DAF design he feels that there is potential to have 2x the throughput of water. DAF systems are a little more robust and can handle the changes and will not take as long to start up. Currently the clarifiers take a long time to get a blanket going and this wastes a great deal of water.

He explains he has been working with Associated Engineering (AE) over the last several years and are very knowledgeable of the systems. The intent is to design two (2) clarifier DAFs at this time, therefore the costs will be higher at beginning of this project but lower.

**No. UW-12-20**

Moved by: Deputy Mayor Verbeke

Seconded by: Councillor Neufeld

That the Union Water Supply Joint Board of Management (UWSS Board) receives this report for information; and further,

That the UWSS Board authorizes the UWSS General Manager to award a contract in the amount of \$384,200 to Associated Engineering for Conceptual & Detailed Design and Engineering services and project management for the retrofit of Clarifier #2 with a Dissolved Air Flotation clarification system.

Carried (UW/06/20)

**Report UW/07/20 dated February 11, 2020, 2019 Annual Report under the Safe Drinking Water Act and Ontario Regulation 170/03**

The Manager explains that this report is a requirement under Regulation 170/03 and should be made available to the public. He confirms that it is posted on the UWSS website. He notes that the UWSS had only one AWQI in 2019, however it was mistakenly recorded under the Kingsville Distribution number.

There is a general discussion about our settling pond, lead testing and the raw water.

**No. UW-13-20**

Moved by: Deputy Mayor Queen

Seconded by: Councillor Wilkinson

That the UWSS Joint Board of Management receive the 2019 Annual Report under the Safe Drinking Water act 2002 and under Regulation 170/03.

Carried (UW/07/20)

**Report UW/08/20 dated February 11, 2020, 2019 Summary Report for Municipalities under Regulation 170/03 made under the Safe Drinking Water Act**

The Manager again explains that the Summary Report is a requirement under the Safe Drinking Water Act (SDWA) and is prepared each year. This report demonstrates all of

the municipalities served by UWSS and mentions any issues that have been noted in 2019. It also provides the flows for each of the municipalities. He further explains that the UWSS met all the regulatory requirements in 2019.

**No. UW-14-20**

Moved by: Councillor DeYong

Seconded by: Councillor Hammond

That the UWSS Joint Board of Management receive the 2019 Summary Report, which fulfills the requirement of Schedule 22 of the Ontario Regulation 170/03; and

That the Summary Report for 2019 is forwarded to the four (4) participating municipalities namely the Town of Essex, The Town of Kingsville, the Town of Lakeshore and the Municipality of Leamington.

Carried (UW/08/20)

**Report UW/09/20 dated February 14, 2020 re: Payments from January 10 to February 14, 2020****No. UW-15-20**

Moved by: Councillor Patterson

Seconded by: Councillor Gaffan

That report UW/23/20 dated July 26, 2020 re: Payments from June 14 to July 26, 2020 is received.

Carried (UW/09/20)

**New Business**

There were no new items to discuss.

**Adjournment****No. UW-16-20**

Moved by: Deputy Mayor Verbeke

Seconded by: Councillor Hammond

That the meeting adjourn at 9:44 am

Carried

**Date of Next Meeting:** Wednesday, April 15, 2020 9:00 am - Virtual Meeting.



GRAND VALLEY

## The Corporation of the Town of Grand Valley

5 Main Street North  
Grand Valley, ON L9W 5S6  
Tel: (519) 928-5652  
Fax: (519) 928-2275

[www.townofgrandvalley.ca](http://www.townofgrandvalley.ca)

March 11, 2020

Hon. Ernie Hardman  
Minister of Agriculture, Food and Rural Affairs  
77 Genville Street, 11<sup>th</sup> Floor  
Toronto, ON M5S 1B3

BY EMAIL ONLY TO [minister.omafra@ontario.ca](mailto:minister.omafra@ontario.ca)

Dear Minister Hardeman,

Upon receipt of the attached correspondence from the Township of Wellington North, our neighbours to the west with whom we share commonalities as a rural, agricultural community, the Council for the Town of Grand Valley passed the following resolution:

**2020-03-12**

Moved by P Rentsch, Seconded by S Miles

**Be it resolved that** the Council for the Town of Grand Valley supports Bill 156,  
**And further that** this resolution be circulated to all municipalities, MPPs and OMAFRA.

**CARRIED**

Thank you from the Town of Grand Valley, as well, for this important new legislation.

Sincerely,  
The Town of Grand Valley

  
Jane M. Wilson  
CAO/Clerk-Treasurer



519.848.3620  
1.866.848.3620 FAX 519.848.3228

Plan to  
Simply Explore.  
www.simplyexplore.ca

February 10, 2020

Hon. Ernie Hardeman  
Minister of Agriculture, Food & Rural Affairs  
77 Grenville Street, 11th Floor  
Toronto, Ontario M5S 1B3

Via Email: [minister.omafra@ontario.ca](mailto: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 Agriculture should be the highest priority.

Sincerely,

Dan Yake  
Acting Mayor

cc: Wellington Federation of Agriculture (via email)

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

March 13, 2020

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

Dear Premier Ford, Minister Yurek and Minister Yakabuski:

**RE: Support for Conservation Authorities**

You will find attached hereto a resolution passed by the Corporation of the City of Sault Ste. Marie City Council on March 9, 2020 regarding support for conservation authorities in Ontario.

We trust that this matter will receive the appropriate time and attention from your respective offices.

Yours truly,

A handwritten signature in black ink, appearing to read "Chris Provenzano".

Christian C. Provenzano, B.A., LL.B., LL.M

CC City Council  
Association of Municipalities of Ontario  
Conservation Ontario



## CITY COUNCIL RESOLUTION

**Agenda Number:** 8.1  
**Title:** Conservation Authorities  
**Date:** Monday, March 9, 2020

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**Moved by:** Councillor M. Bruni  
**Seconded by:** Councillor R. Niro

Whereas the City of Sault Ste. Marie has been well served by the Sault Ste. Marie Region Conservation Authority; and

Whereas Sault Ste. Marie values the efforts of the Conservation Authority to monitor floods, to manage source water protection and to ensure the integrity of the watersheds within our municipality 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;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie 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 while preventing any downloading of costs to municipalities;

Further that the Province of Ontario be requested to maintain and not diminish the core mandate of Conservation Authorities; and

That this resolution be forwarded to Premier Doug Ford, the Minister of the Environment, Conservation and Parks, the Minister of Natural Resources and Forestry, Conservation Ontario, the Association of Municipalities of Ontario and all Ontario municipalities.

**Carried**

**Tied, Defeated**

**Defeated**

**Officially Read and Not  
Dealt With / Postponed**

March 16, 2020

The Right Honourable Justin Trudeau  
By email only: pm@pm.gc.ca

Dear Prime Minister:

**Re: Grey County Council Resolution Supporting 100% Canadian Wines Excise Exemption**

At the March 12, 2020 session of Grey County Committee of the Whole, resolution CW60-20 was passed by Grey County Council as follows:

**Whereas, Canada's federal excise tax currently exempts 100% Canadian wines; and**

**Whereas, Australia has asked the World Trade Organization (WTO) to rule that this exemption is discriminatory; and**

**Whereas, if the WTO were to rule with Australia, Canadian wineries making 100% Canadian wine would no longer be exempt; and**

**Whereas, the present value of the excise exemption is \$39 million annually across Canada; and**

**Whereas, in the 13 years since this exemption was created, the production of 100% Canadian wine has increased by almost 30 million litres, representing an additional annual contribution of \$2.7 billion to the Canadian economy; and**

**Whereas, Grey County, specifically the municipalities of Meaford and Town of Blue Mountains, is home to a number of successful, award winning, boutique wineries;**

**Now Therefore, Be It Resolved That, the County of Grey supports the excise exemption for 100% Canadian wines; and**

**That, the County of Grey appeals to the Federal government to ensure the exemption remains in place by reaching an agreement**

**with Australia prior to the WTO ruling; and**

**That, this motion be forwarded to: The Right Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Andrew Scheer, Leader of the Official Opposition; Yves-François Blanchet, Leader of the Bloc Québécois; Jagmeet Singh, Leader of the New Democratic Party of Canada; Jo-Ann Roberts, Interim Leader of the Green Party of Canada; The Honourable Mary Ng, Minister of Small Business, Export Promotion, and International Trade; Alex Ruff, Member of Parliament for Bruce-Grey-Owen Sound; AMO Member Municipalities; FCM Member Municipalities; Vintner's Quality Alliance; Ontario Craft Wineries; Ontario Craft Cider Association; and**

**That this resolution be forwarded prior to County Council approval as per Section 25.6 of Procedural By-law 5003-18.**

Yours truly,



Heather Morrison

Clerk

(519) 372-0219 x 1227

[heather.morrison@grey.ca](mailto:heather.morrison@grey.ca)

[www.grey.ca](http://www.grey.ca)

/kn

cc.

The Honourable Andrew Scheer, Leader of the Official Opposition: [Andrew.scheer@parl.gc.ca](mailto:Andrew.scheer@parl.gc.ca)

Yves-François Blanchet, Leader of the Bloc Québécois: [yves-francois.blachet@parl.gc.ca](mailto:yves-francois.blachet@parl.gc.ca)

Jagmeet Singh, Leader of the New Democratic Party of Canada: [jagmeet.singh@parl.gc.ca](mailto:jagmeet.singh@parl.gc.ca)

Jo-Ann Roberts, Interim Leader of the Green Party of Canada: [leader@greenparty.ca](mailto:leader@greenparty.ca)

The Honourable Mary Ng, Minister of Small Business, Export Promotion, and International Trade: [mary.ng@parl.gc.ca](mailto:mary.ng@parl.gc.ca)

Alex Ruff, Member of Parliament for Bruce-Grey-Owen Sound: [alex.ruff@parl.gc.ca](mailto:alex.ruff@parl.gc.ca)

AMO Member Municipalities

FCM Member Municipalities

Vintner's Quality Alliance: [info@canadianvintners.com](mailto:info@canadianvintners.com)

Ontario Craft Wineries: [info@winecouncilofontario.ca](mailto:info@winecouncilofontario.ca); [info@ontariocraftwineries.ca](mailto:info@ontariocraftwineries.ca)

Ontario Craft Cider Association: [info@ontariocraftcider.com](mailto:info@ontariocraftcider.com)

Arts Society of Kingsville,  
[artssocietyofkingsville@gmail.com](mailto:artssocietyofkingsville@gmail.com)  
[artssocietyofkingsville.ca](http://artssocietyofkingsville.ca)

Kingsville Municipal Offices  
City Hall  
2021 Division Rd. N.  
Kingsville, ON  
Attention: Mayor Nelson Santos  
and Councillors of the Town

Dear councillors and Mayor Santos,

On behalf of the 80 members of the Arts Society of Kingsville, we gratefully acknowledge the receipt of \$2000 to support us in continuing to carry out our mandate -

*to promote the arts and artisan crafts to enrich local cultural life and to connect artists with the community. Our mandate is to cultivate and promote the arts through various exhibitions and arts advocacy. We do this through art shows at festivals, education, art demonstrations and more.*

We sincerely appreciate using the Unico Centre on Beech Street as a meeting place for our monthly meetings and recognize the annual donation of another \$2000 that covers the cost of its use for this purpose.

We look forward to continuing our growth and partnership with the Town of Kingsville in our shared mission to enrich cultural life within our community.

Regards,  
Ann Ducharme and executive,  
Members of the Arts Society of Kingsville

RECEIVED MAR 17 2020

March 24, 2020

The Corporation of the Town of Bracebridge  
1000 Taylor Court  
Bracebridge ON P1L 1R6

**Re: Support for Ban of Single-Use Disposable Wipes**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on March 23, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Moved by Councillor Latimer, Seconded by Councillor Finn

That Council send a letter of support with respect to the Town of Bracebridge's Council resolution to support the ban of single-use disposable wipes.

If you have any questions or comments, please contact Judy Smith at 519-360-1998 Ext # 3200.

Sincerely,



Judy Smith, CMO  
Director Municipal Governance  
Clerk /Freedom of Information Coordinator

C

Right Honourable Prime Minister of Canada;  
Honourable Premier of Ontario;  
Minister of the Environment, Conservation and Parks;  
Minister of Municipal Affairs and Housing;  
Association of Municipalities of Ontario (AMO);  
Local Members of Provincial Parliament;  
All Municipalities in Ontario.

March 24, 2020

Municipality of West Nipissing  
101-225, rue Holditch Street  
Sturgeon Falls, ON P2B 1T1

Re: Support for Legislative Changes in Bill 132

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on March 23, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Moved by Councillor Latimer, Seconded by Councillor Finn

That Council send a letter of support respect to the Municipality of West Nipissing's Council resolution to support AMO's position on the Legislative Changes in Bill 132 with respect to the *Aggregate Resources Act* and the *Safe Drinking Water Act*.

If you have any questions or comments, please contact Judy Smith at 519-360-1998 Ext # 3200.

Sincerely,



Judy Smith, CMO  
Director Municipal Governance  
Clerk /Freedom of Information Coordinator

**Ministry of the Solicitor General**

Office of the Fire Marshal and  
Emergency Management

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1100  
Fax: 647-329-1143

**Ministère du Solliciteur général**

Bureau du commissaire des incendies  
et de la gestion des situations  
d'urgence

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Télééc. : 647-329-1143



March 31, 2020

Your Worship Nelson Santos  
Town of Kingsville  
2021 Division Road N.  
Kingsville, ON N9Y2Y9

Dear Mayor:

As the Chief of Emergency Management for Ontario, it is incumbent on me to monitor, coordinate and assist municipalities with their respective municipal emergency management programs in accordance with the Emergency Management and Civil Protection Act (EMCPA). To confirm municipalities are in compliance with the EMCPA, every municipality in Ontario submits a compliance package to Emergency Management Ontario on a yearly basis.

The Office of the Fire Marshal and Emergency Management (OFMEM) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and has determined that your municipality was compliant with the EMCPA in 2019.

The safety of your citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. You are to be congratulated on your municipality's efforts in achieving compliance in 2019. I look forward to continuing to work with you to ensure your continued compliance in 2020.

If you have any questions or concerns about this letter, please contact your Emergency Management Field Officer; their contact information is below.

Name: Christopher Pape  
Email: Christopher.Pape@ontario.ca  
Phone: 519-854-6595

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Browne".

Douglas Browne  
Chief of Emergency Management

cc: Chuck Parsons - CEMC  
Christopher Pape - Field Officer - St.Clair Sector

April 2, 2020

RE: Support for Ministers to allow for Electronic Delegations

Please be advised that the Council of the Municipality of Grey Highlands, at its meeting held March 4, 2020, passed the following resolution:

**2020-192**

**Moved by Dane Nielsen, Seconded by Cathy Little**

**That Council receive the resolution from the Township of Puslinch related to support of Electronic Delegations; and**

**That Grey Highlands sends a letter of support in principle with respect to the Township of Greater Madawaska's Council resolution calling for electronic delegations for small and rural municipalities as this Provincial Government has requested municipalities be respectful of taxpayers' money, and that the technology has improved to a state where this can and should be done; and**

**That this letter be circulated to all Ministers of the Provincial and Federal government and all Ontario Municipalities.  
CARRIED.**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Jerri-Lynn Levitt".

Jerri-Lynn Levitt  
Deputy Clerk  
Council and Legislative Services  
Municipality of Grey Highlands



# MEDIA RELEASE

## 2020 KINGSVILLE HIGHLAND GAMES CANCELLED

**KINGSVILLE ON, APRIL 6, 2020:** Recent events surrounding COVID-19 have created an unprecedented situation that has prompted the Town of Kingsville and the Highland Games Committee to regrettably announce the CANCELLATION of the Kingsville Highland Games scheduled for June 27th, 2020.

“Our number one priority is the health and safety of everyone involved. We gratefully thank all who have contributed to the Kingsville Highland Games thus-far namely sponsors, vendors, participants, and volunteers,” stated Highland Games Committee Chair, Doug Plumb. In the coming days, Committee Members will be reaching out to anyone who made advanced payments in order to issue refunds.

“Planning an event on this scale takes a lot of commitment and work, and we want to acknowledge our Highland Games Committee for the effort they put into coordinating the 2020 Games,” said Kingsville Mayor, Nelson Santos. “Cancelling is certainly unfortunate, but current circumstances call for decisions to be made in the interest of public safety.”

The Town of Kingsville and the Committee look forward to hosting the Highland Games again in 2021.

**MORE INFORMATION**

Doug Plumb, Kingsville Highland Games Committee Chair  
kingsvillegames@gmail.com

Nelson Santos, Mayor  
The Corporation of the Town of Kingsville  
519-733-2305 extension 313  
nsantos@kingsville.ca

-30-

## Stephanie Olewski

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**To:** Sandy Kitchen  
**Subject:** RE: Letter to PM - Financial Aid Plan

**From:** Karen Desroches <[kdesroches@midland.ca](mailto:kdesroches@midland.ca)>

**Sent:** Monday, April 6, 2020 11:45 AM

**Subject:** Letter to PM - Financial Aid Plan

Good morning,

Council of the Town of Midland at its Regular Meeting of Council on April 1, 2020, passed the following Recommendation by Council Resolution 2020-88:

**“That Council confirms its support of letter dated March 23, 2020 from the Town of Midland's Mayor and Chief Administrative Officer (Interim) urging the Prime Minister of Canada to direct the payment of federal funds to municipalities to waive property taxes for the Year 2020 to alleviate the suffering from COVID-19 Pandemic; and**

**That a copy of the letter be forwarded to Simcoe North MP Bruce Stanton, the Association of Municipalities of Ontario and all Ontario municipalities for their support.”**

I have attached a copy of the letter dated March 23, 2020 to The Prime Minister, for your reference.

Thank you.

Karen Desroches, DPA  
Municipal Clerk  
Town of Midland  
575 Dominion Avenue  
Midland, ON L4R 1R2  
(705) 526-4275, ext.2208

 Please consider the environment before printing this email.

### Scent Sensitivity in our Workplace

The Town of Midland is a scent sensitive environment and we ask those who will be entering our facilities to please refrain from using or wearing scented products. Thank you for your cooperation.

*This message is intended for the individual to whom it is addressed and may contain information that is confidential and exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act. If you are not the intended recipient, please do not forward, copy or disclose this message to anyone and delete all copies and attachments received. If you have received this communication in error, please notify the sender immediately.*

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### NOTICE

Due to the evolving public health situation (COVID-19), effective March 18, 2020 at 4:30pm the Town of Midland Administration Office is closed to the general public until further notice. Staff will be available on a rotating schedule, and can provide assistance by phone and email. If this is an urgent matter, please call the Town at 705-526-4275. For the after hours Emergency Line, including water & line breaks please call 705-527-8274.



March 23, 2020

By Fax to: 613.941.6900 & Twitter @CanadianPM, @JustinTrudeau

The Right Honourable Justin Trudeau  
Prime Minister of Canada  
Langevin Block,  
Ottawa, Ontario, K1A 0A2

Dear Prime Minister:

**Re: Direct Payment of Federal Funds to Municipalities to Waive Property Taxes for the Year 2020 - Financial help to alleviate the suffering from COVID-19 Pandemic**

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It is trite to repeat the human and financial toll of the COVID-19 Pandemic. Similarly, the commitment of the federal, provincial and municipal governments toward alleviating the suffering of Canadians does not require repeating.

We, at the Town of Midland, in the Province of Ontario, are proposing what we believe to be a simple but effective solution to facilitate the delivery of our common and shared commitment to the financial and psychological well-being of all Canadians.

**Proposal:**

**1. Residential Properties (primary residence only)**

- a. Waive 100% of the 2020 property taxes for all residential properties currently assessed at or below \$ 500,000.00 by each governing provincial property assessment body; and
- b. Waive 50% of the 2020 property taxes for all residential properties currently assessed below \$ 1,000,000.00; and
- c. Waive 25% of the 2020 property taxes for all residential properties currently assessed above \$1,000,000.00.

**2. Industrial, Commercial and Farm Properties**

- a. Waive 100% of the 2020 property taxes for all; industrial, commercial and farm properties currently assessed at under \$ 10,000,000.00; and
- b. Waive 50% of the property taxes for the year 2020 for all industrial, commercial and farm properties currently assessed between \$10,000,000.00 and \$ 50,000,000.00; and
- c. Waive 25% of the property taxes for the year 2020 for all industrial, commercial and farm properties assessed above \$50,000,000.00.

### 3. Federal Transfer Payment to Canadian Municipalities

- a. In lieu of the annual municipal property taxes, the Federal Government transfers funds to municipalities across Canada, as a one-time grant.

#### **Advantages of the Proposal:**

1. Quick and timely relief;
2. Direct relief to all Canadian homeowners and the business community;
3. Directly protects Canadians who although may be solvent, are unable to easily meet the financial pressures beyond their personal capacity due to COVID-19;
4. No additional resources required to assess individual need and delivery of the relief;
5. Negligible overhead costs for the disbursement of the relief. In fact, it may cut-down on some of the work for municipal staff; and
6. The financial stimulus received from the federal government will come into circulation immediately and will stay in the community.

There are a multitude of other direct and indirect financial and non-financial benefits that will result from the implementation of this proposal. The biggest non-financial impact is that Canadians will see an immediate financial relief respecting the pressures to make their property tax payments and be better positioned to address other essential needs. In turn, removing this added stress will provide some relief to the already strained financial and health systems.

As you are aware, Canadians are entering this time of crisis with a very high amount of house-hold debt and a great deal of financial fragility. Taking this simple step should alleviate some of those pressures. At the same time, it will keep your municipal governments, and school boards primed for continued productivity and forward momentum to address the fallout from COVID-19.

Thanking you in anticipation of a favourable response.

Sincerely,

**The Corporation of the Town of Midland**



Stewart Strathearn,  
Mayor  
[sstrathearn@midland.ca](mailto:sstrathearn@midland.ca)



Amanpreet Singh Sidhu,  
Chief Administrative Officer  
[asidhu@midland.ca](mailto:asidhu@midland.ca)

c: Town of Midland Council  
Association of Municipalities of Ontario  
Province of Ontario



April 21, 2020

To: Municipalities of Ontario – by email

**Re: A Resolution to Request the Province of Ontario Review the Farm Property Class Tax Rate Programme in Light of Economic Competitiveness Concerns between Rural and Urban Municipalities**

Please be advised that at its March 10, 2020 meeting, the Council of the Township of Mapleton carried the following Resolution 2020-04-14:

WHEREAS the Province of Ontario implemented changes to property assessment and introduced taxation reform which came into effect in 1998;  
AND WHEREAS prior to 1998 farm properties were subject to taxation at the base residential tax rate and qualified farmers applied annually to the province to be reimbursed 75% of the farm portion of the taxes paid to the local municipality;  
AND WHEREAS the province changed the method of delivering farmer's rebates by creating the Farm Property Class Tax Rate Programme under the jurisdiction of the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA);  
AND WHEREAS rather than apply annually and wait for property tax rebates, the delivery of the programme shifted to local municipal governments and onto the property tax system;  
AND WHEREAS eligible farmland assessment values are now locally subsidized by 75% of their full current value assessment (CVA) to produce a lower weighted assessment base which is used for tax rate setting purposes;  
AND WHEREAS the effect of the locally subsidized weighted assessment shifts an increased burden of tax onto all other property classes within the municipality;  
AND WHEREAS these taxation reforms were originally supposed to be revenue neutral and offset by funding from the Ontario Municipal Partnership Fund (OMPF) and its predecessor the Community Reinvestment Fund (CRF);  
AND WHEREAS the province has been reducing support from the Ontario Municipal Partnership Fund while the cost of the farm tax rebate programme is continuously increasing;  
AND WHEREAS an economically competitive agricultural industry provides affordable food and agricultural products to all Ontarians and is a provincial objective that should be cost shared amongst all of its citizens;  
AND WHEREAS the cost of this programme disproportionately falls upon property taxpayers in rural municipalities;  
AND WHEREAS higher property taxes in rural municipalities is creating economic competitiveness issues between rural and urban municipalities;

(over for page two)



Page 2 of 2, Mapleton Resolution

Re: Prov. Review of Farm Property Class Tax Rate Programme

AND WHEREAS the province hasn't undertaken a review of this programme since it was implemented in 1998;

NOW THEREFORE the Council of the Township of Mapleton requests that:

1. The Province of Ontario undertake a review of the Farm Property Tax Class Rate Programme to determine:
  - a. The appropriateness of the cost of the Farm Property Tax Class Rate Programme falling disproportionately amongst rural residential and business property owners when the benefit of an economically competitive agricultural industry and affordable food and agricultural products is a provincial objective that should be shared amongst all taxpayers in Ontario;
  - b. The adequacy of funding being provided to rural municipalities to offset the cost of the Farm Property Tax Class Rate Programme;
  - c. The differences between the amount of property taxes paid in rural and urban municipalities and the root causes of those differences;
  - d. Economic competitiveness concerns with disproportionately higher average property taxes being paid in rural municipalities;
  - e. Other methods of delivering the farm tax rebate programme to farmland owners where the cost can be shared province-wide.

AND BE IT FURTHER RESOLVED THAT this motion be sent to Hon. Doug Ford, Premier of Ontario, Hon. Steve Clark, Minister of Municipal Affairs and Housing, Hon. Rod Phillips, Minister of Finance, Hon. Ernie Hardeman, Minister of Agriculture, Food & Rural Affairs, MPP Randy Pettapiece, Hon. Ted Arnott, all Ontario Municipalities, Rural Ontario Municipal Association (ROMA) and Association of Municipalities of Ontario (AMO).

Attached you will find the County of Wellington Committee Report dated January 16, 2020 regarding the 'Farm Property Class Tax Rate Programme' for review and consideration.

Should you have any questions or concerns, please contact the undersigned.

Sincerely

Larry Wheeler  
Deputy Clerk

Attach. (1)

**Township of Mapleton 7275 Sideroad 16, Box 160, Drayton, Ontario NOG 1PO**

**Phone: 519-638-3313 Fax: 519-638-5113 Toll Free: 1-800-385-7248**

**www.mapleton.ca**



# COUNTY OF WELLINGTON

## COMMITTEE REPORT

**To:** Chair and Members of the Administration, Finance and Human Resources Committee  
**From:** Ken DeHart, County Treasurer  
**Date:** Thursday, January 16, 2020  
**Subject:** Farm Property Class Tax Rate Programme

### Background:

The Province of Ontario implemented changes to property assessment and introduced taxation reform which came into effect in 1998. Prior to this, farm properties were subject to taxation at the base residential tax rate and farmers applied annually to the Minister of Finance to be reimbursed 75% of the farm portion of taxes paid to the local municipality.

As part of assessment reform, the Province changed the method of delivering farmer's rebates by creating the Farm Property Class Tax Rate Programme under the jurisdiction of the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA). Under the new programme, rather than apply annually and wait for property tax rebates, delivery of the programme shifted to local municipal governments and onto the property tax system. Eligible farmland assessment values are now discounted by -75% of their full current value assessment (CVA) to produce a lower weighted assessment base which is used for tax rate setting purposes. With residential tax rates being the benchmark ratio of 1.0, farmlands have been set in legislation to have a 0.25 ratio or lower. The effect of the discounted weighted assessment shifts an increased burden of tax onto all other property classes in the County by way of increasing the benchmark tax rate. Doing so has a pronounced effect on the residential sector which comprises 78% of the County's levy base. By comparison, farmland taxes comprise 7% of the total levy base.

	2019 CVA	% raw CVA	WTD CVA	% Wtd CVA	2019 Levy	% of Levy
<b>Residential</b>	<b>12,584,607,345</b>	<b>68.02%</b>	<b>12,584,474,157</b>	<b>77.91%</b>	<b>77,709,877</b>	<b>77.91%</b>
Multi Residential	86,932,592	0.47%	165,171,925	1.02%	1,019,946	1.02%
<b>Farmland</b>	<b>4,499,862,369</b>	<b>24.32%</b>	<b>1,124,965,592</b>	<b>6.96%</b>	<b>6,946,730</b>	<b>6.96%</b>
Commercial	863,761,038	4.67%	1,287,867,708	7.97%	7,952,660	7.97%
Industrial	368,081,028	1.99%	882,959,280	5.47%	5,452,326	5.47%
Pipeline	41,303,954	0.22%	92,933,897	0.58%	573,872	0.58%
Managed Forest	55,959,714	0.30%	13,989,929	0.09%	86,389	0.09%
County Total	18,500,508,040	100.00%	16,152,362,486	100.00%	99,741,800	100.00%

### Challenges facing Rural Municipalities

Shifting of farmland discounted assessment onto residential taxpayers is specific to rural municipalities. Schedule A shows the difference between raw (unweighted) assessment roll values and resulting weighted assessment in Wellington County as compared to a typical urban municipality. In 2019 the residential tax class comprised 68.02% of Wellington County's assessment base, but the residential class pays 77.91% of property taxes once tax ratios are factored in. The farmland ratio of 0.25 has the effect of increasing the residential tax burden by approximately 10% across the County.

Conversely, in an urban municipality with very little farm tax class, the residential assessment base of 78.50% is reduced to 66.27% of total weighted assessment used for tax rate setting purposes. A reduction of more than 12% off the residential tax burden. This causes Wellington County economic competitiveness issues for the County's southern municipalities that border a number of urban municipal centres. Tax policy treatment greatly favours urban municipalities in Ontario.

Since the cost of providing the Farm Property Class Tax Rate Programme was downloaded by the province in 1998; provincial funds have been allocated annually to rural municipalities to offset the tax loss. This was supposed to be a revenue neutral allocation. However, each year transfer amounts from the Ontario Municipal Partnership Fund (OMPF) continue to decline. The Table below shows that a total tax levy of \$34,669,691 was necessary in order to provide the farmland tax incentive rebate benefiting 5,807 farm property owners in Wellington. The OMPF allocation county-wide in 2019 was \$7,065,800 leaving a shortfall of more than \$27 million in levy which is shifted onto every other property owner in Wellington County. This translates to \$754 per property in the County or 15.7% of total taxes for the typical homeowner. This is a significant amount of additional property tax burden that our residents continue to bear annually and which are subject to increase depending on market value of farmlands.

In essence, County residents are providing the -75% rebate instead of the Province for the Farm Property Class Tax Rate Programme, creating significant financial hardship amongst our ratepayers and limiting the County's economic competitiveness with neighbouring jurisdictions.

**WELLINGTON COUNTY - 2019 FARMLAND PROPERTIES**  
**OMPF FUNDING TO MITIGATE COST OF FARM PROPERTY CLASS TAX REBATE**

<b>Municipality</b>	<b>Municipal Rebates</b>	<b>Municipal OMPF Grant</b>	<b>Municipal Levy Impact</b>	<b>County Rebate* Distribution</b>	<b>Total Additional Levy Required</b>
Puslinch	\$ 232,040	\$ 415,700	\$ (183,660)	\$ 2,846,353	\$ 2,662,693
Guelph/Eramosa	\$ 1,137,235	\$ 490,300	\$ 646,935	\$ 3,120,713	\$ 3,767,649
Erin	\$ 890,468	\$ 593,300	\$ 297,168	\$ 2,852,697	\$ 3,149,866
Centre Wellington	\$ 1,987,127	\$ 319,600	\$ 1,667,527	\$ 5,553,231	\$ 7,220,758
Mapleton	\$ 5,235,570	\$ 837,400	\$ 4,398,170	\$ 1,961,338	\$ 6,359,507
Minto	\$ 1,446,483	\$ 1,604,600	\$ (158,117)	\$ 1,153,001	\$ 994,884
Wellington North	\$ 2,900,554	\$ 1,296,800	\$ 1,603,754	\$ 1,844,780	\$ 3,448,534
Wellington County	\$ 20,840,213	\$ 1,508,100	\$ 19,332,113		
<b>Total</b>	<b>\$ 34,669,691</b>	<b>\$ 7,065,800</b>	<b>\$ 27,603,891</b>	<b>\$ 19,332,113</b>	<b>\$ 27,603,891</b>

**Additional levy required to provide farm rebate after OMPF grant**

<b>Total Properties **</b>	36,607	<b>Tax per property</b>	<b>\$754</b>
<b>Less # of Farms</b>	5,807		
	30,800	<b>Excluding farms</b>	<b>\$896</b>
<b>Population</b>	<b>97,610</b>	<b>Tax per resident</b>	<b>\$283</b>

\* County farm rebate distribution based on local municipal levy % share

\*\* excludes special/exempt properties

## Farm Application Deadline Requirements

Another challenge faced by rural municipalities is how the farm application and deadline requirements are administered by OMAFRA (now by AgriCorp). In any given year, many farm owners do not submit their applications within the specified deadline. The result is that many bona fide farm properties end up 'flipping' out of the discounted farm class and into the full residential tax class upon the next roll return. The assessment of these farm values are no longer discounted when calculating total weighted assessment, which is used for tax rate setting purposes.

This creates two distinct ongoing problems for rural municipalities. One is that the benchmark residential tax rate is lower than it otherwise would be; and two, upon approval of the late applications by OMAFRA, municipalities must refund the -75% difference in farm taxes retroactive to January of the current or sometimes even the preceding taxation year. There is no administrative or monetary penalty for late applications. Each year Wellington County finds approximately \$20,000,000 of farmland valuation excluded from the farmland discount programme due to late applications.

This year staff identified a major anomaly with farmland assessment loss of close to \$90,000,000. Upon enquiry, it was reasoned that the extremely high change in farm CVA was due to administrative changes as programme delivery shifted from OMAFRA to AgriCorp. County staff expect that most of the outstanding farm applications will be approved and revert back to the farm tax rate during 2020. Staff have included an additional \$300,000 in estimated property tax write-offs into the 2020 budget to set aside additional funds in preparation for the County's share of potential write-offs as tabled below:

### 2019 FARMLAND CVA CHANGE OVER TO RESIDENTIAL RT CLASS

(Between September 25 in-year growth and final November 2019 growth)

Possible write-off amounts IF all properties revert back to AGRICORP approved FTIP

	PUSLINCH	GET	ERIN	CTR WELL	MPLTN	MINTO	WN	COUNTY
Est Prop Count	-20	-24	-26	-18	-22	-19	-28	-157
Farm CVA Loss	8,500,000	17,500,000	13,000,000	10,000,000	19,000,000	5,000,000	16,500,000	89,500,000
Res Tax Rate	0.00167135	0.00260652	0.00295749	0.00321969	0.00476387	0.00544891	0.00481749	0.00617506
Res Taxes	14,206	45,614	38,447	32,197	90,514	27,245	79,489	552,668
Farm Tax Rate	0.00041784	0.00065163	0.00073938	0.00080492	0.00119097	0.00136223	0.00120437	0.00154376
Farm Taxes	3,552	11,404	9,612	8,049	22,628	6,811	19,872	138,167
<b>Potential w/o *</b>	<b>(\$10,655)</b>	<b>(\$34,211)</b>	<b>(\$28,835)</b>	<b>(\$24,148)</b>	<b>(\$67,885)</b>	<b>(\$20,433)</b>	<b>(\$59,616)</b>	<b>(\$414,501)</b>
							<b>Grand Total*</b>	<b>(\$660,285)</b>

\* excludes Education Tax Component

## Farmland Property Assessment Valuation

The Municipal Property Assessment Corporation (MPAC) is responsible for placing current market value assessment (CVA) on all properties in Ontario. The most recent province-wide reassessment updating the base year to January 1, 2016 was returned for the 2017 tax year. As mandated by the Province, any assessment increases are phased-in over a 4-year cycle. MPAC reported the average farmland increase province-wide was 64% and residential CVA increased by 18%. By comparison, Wellington County CVA has increased by 68% and 13% respectively.

In the 2016 Assessment Update Summary, MPAC reports they have strengthened the accuracy and equity of farm valuations by improved sales verification processes of bona fide farmer-to-farmer sales along with undertaking a comprehensive review of vacant farmland sales as far back as January 2008. They report that upward trends continue to increase provincially as demand for farmland outweighs the supply and non-agricultural buyers continue to purchase farmlands creating competition. Agri-Food Canada reported the net worth of an average farm was expected to reach \$2.8 million in 2017.

Staff conducted a preliminary review of open market farm sales in Wellington County during 2018 and 2019. The data reveals that the current 2016 base year CVA of farm properties sold continue to be under-assessed by 27.43%. Sale prices ranged from \$26,000 to \$4,200,000.

<b>Wellington County</b>	<b>2019 Farm Sales</b>	<b>2018 Farm Sales</b>	<b>Total Sales</b>
Number of valid farm sales	97	108	205
Total CVA of farm sales	90,515,500	89,366,400	179,881,900
Combined sale prices	130,333,790	117,533,356	247,867,146
Difference sales to assessment	39,818,290	28,166,956	67,985,246
As a percentage	30.55%	23.97%	27.43%

\* source MPAC Municipal Connect

### **Assessment Act Considerations**

Current value assessment is defined as “the amount of money the fee simple, if unencumbered, would realize if sold at arm’s length by a willing seller to a willing buyer.” For farm properties, the province has clearly indicated that farm properties are to be treated different from the concept of current value. Section 19(5) of the Assessment Act requires that current value of the land and buildings should only be used when sales are for farm-purposes only and reflect the productivity of the land for farming purposes.

MPAC assessment methods must only consider farmer-to-farmer sales. In this case, the Assessment Act requires MPAC to exclude any sales to persons whose principal occupation is other than farming. This has the effect of excluding any other type of buyer and highest and best-use considerations from current value assessment.

From a land productivity perspective, land classes are adjusted for their productivity. For example, Class 1 farmlands are the most productive for crops, while on the other end of the scale, Class 6 is for swamp and scrublands that are the least productive. Lands in Wellington County and in particular, the southern portion of the County sell for far more per acre than what farms are assessed at for farm purposes. Analysis undertaken with regard to current assessment appeals shows that the best lands (Class 1) are currently being assessed in the \$14,000 to \$16,000 per acre range for farms. Sales of larger land holdings are selling in the range of \$20,000 to \$25,000 per acre range.

The intent of Section 19(5) of the Assessment Act is to limit and protect farm property from current value considerations outside of farming. This means that generally speaking, farms are naturally under-assessed from general market considerations – providing favourable assessments to the farming community in comparison to true market value.

## Other Assessment Considerations

- Farm owners who reside on the property do pay a residential tax component for their home plus one acre of land at the farmland rate. However, the valuation is based on a replacement cost method that produces a much lower value (\$223,125) than non-farm residences (\$424,187) as shown here on the average (County) property value and tax comparison.

### Average 2019 Farm and Residential Value and Taxes

2019 farm house CVA	223,125	<b>2019 Average Residential Property CVA</b>	<b>\$424,187</b>
2019 Farmland CVA	901,900		
<b>Average 2019 total farm CVA</b>	<b>\$1,125,025</b>		
2019 farm house taxes	\$2,526		
2019 farmland taxes	\$2,553		
<b>2019 total farm taxes</b>	<b>\$5,079</b>	<b>2019 Average residential taxes</b>	<b>\$4,803</b>

- As seen above, while the average farm value is assessed at over 2.6x the value of the average residential property, overall taxes are comparable.
- According to MPAC's 2019 Market Change Profile report, of the 6,465 properties classified as farms, 1,892 are owned and/or occupied by non-farmers. Although the property owners are not engaged in farm activity or business, their properties are valued as if they are. These non-farmers benefit from lower residential structure values and lower land values, which translate to lower taxes simply by nature of leasing their land to a bona fide local farmer. This treatment can be perceived as rather unfair to typical residential property owners in Wellington County.
- Many owners of farmland also enjoy other property tax discounts if they are eligible to enter into either the Managed Forest Tax Incentive Programme (0.25 ratio) or the Conservation Land Programme which is fully exempt from property taxes.
- In order to receive the farm class tax discount, the owner must have a Farm License and be in the business of farming. Municipal taxes paid are then able to be written off as a business expense on annual income tax returns. Whereas residential property owners are not able to do so.

### Impacts of Assessment Increases on the Farming Community

Being predominantly a rural community with strong roots planted in farm trades, Wellington County farmers observed significant increases in their farmland valuation. It is acknowledged that farmland values have increased significantly in the County of Wellington. In the 2012 base year valuation, farmland made up 19.8% of the County's assessment base and 5.4% of the taxable assessment base. For the 2016 base year valuation, farmland now makes up 25.1% of the Wellington County assessment base and 7.2% of the taxable assessment base.

Recently, groups such as the Christian Farmers Federation of Ontario (see correspondence received on this agenda) and the Ontario Federation of Agriculture began approaching local Councils to lower the farmland ratio below 0.25 in order to help offset property tax increases. Their efforts have been successful in some municipalities. Schedule B lists the municipalities that have implemented farmland ratio reductions in Ontario as reported to BMA Consultants in the 2019 Municipal Study Report.

When reviewing the list of municipalities on Schedule B, the majority of those municipalities have very little farmland valuation. Many of the urban municipalities that have granted farm ratio reductions have a much higher commercial and industrial base and farmland makes up a much lower percentage of their assessment base than Wellington County.

Many of the other Counties and rural municipalities that have granted ratio reductions (Brant, Chatham-Kent, Dufferin, Grey, Lambton and Oxford) are located further away from the GTA. These municipalities generally have lower residential assessment values and are not competing with GTA municipalities for business to the same extent as Wellington County.

**Property Taxes as a Percentage of Income**

- OMAFRA reported that in 2018, Wellington County farmers generated \$804,000,000 of revenue at the farm gate. The table below shows farm property taxes as a percentage of farm income to be 1.49%. Average household income in Wellington County for the same period was \$118,474. Average property tax as a percentage of residential income was significantly higher at 4.02%.

<b>Average Farm and Residential Assessment and Taxation</b>	<b>2018</b>
County average residential value	409,368
Total average property taxes *	4,764
Average income	118,474
<b>Portion of residential income devoted to property taxes</b>	<b>4.02%</b>
 Total farm taxes paid in Wellington County *	 11,971,488
County farmers income **	804,000,000
<b>Portion of farm income devoted to property taxes</b>	<b>1.49%</b>

\* total taxes include County, local and Education

**Closing Comments**

Farmland values have been increasing significantly in the County of Wellington, much like other areas of the province. However, there does not appear to be an imbalance in the level of property tax burden shared by the local farming community in comparison to the average residential taxpayer in Wellington County. Under current legislation, farmland benefits from favourable property tax and assessment treatment.

The County’s current assessment base cannot bear a further shift from farmland taxes onto other property types and maintain its economic competitiveness. Wellington County does not have a comparable commercial and industrial assessment base to neighbouring urban municipalities that would support such a shift without significantly burdening our residential and business class owners. Provincial grants such as the Ontario Municipal Partnership Fund, which were originally setup to compensate rural municipalities for the loss in farm taxes has been declining, leaving Wellington County taxpayers to support the industry without adequate province-wide cost sharing.

Wellington County is supportive of its local farming community. We recognize the importance of the agricultural industry on the County and in the Province of Ontario. Wellington supports the farming communities’ interests in remaining economically competitive. The County is supportive of returning

the responsibility of funding the farm property class tax rebate programme back to the Province where it could be shared province-wide. Residents in urban municipalities, while retaining the benefits of cheap food and agricultural products, are not contributing financially to the economic competitiveness of the industry.

**Recommendation:**

That the Farm Property Class Tax Rate Programme report be received for information; and

That Wellington County support agricultural industry efforts in lobbying the Province to provide adequate funding to rural municipalities; and

That County Council pass a resolution in support of returning the responsibility of administering the Farm Property Class Tax Rate Programme back to the Province.

Respectfully submitted,

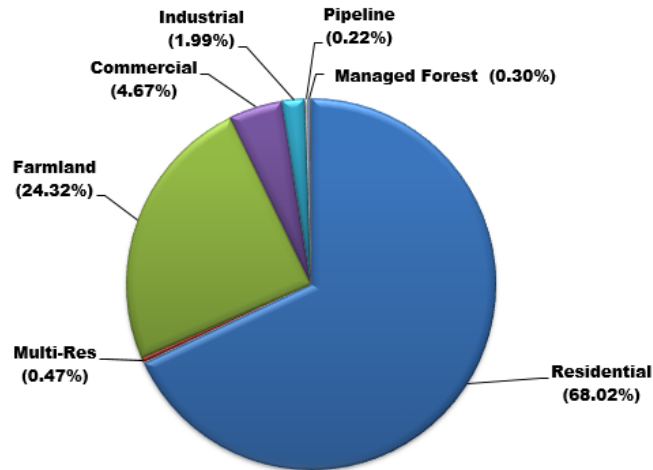
A handwritten signature in black ink, appearing to read 'Ken DeHart', with a stylized flourish extending to the right.

Ken DeHart, CPA, CGA  
County Treasurer

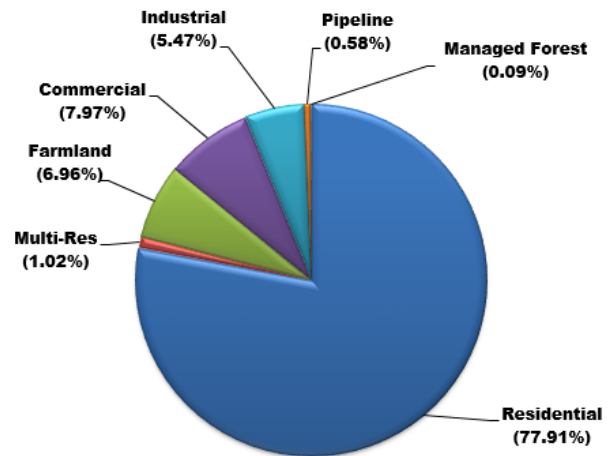
## SCHEDULE A

### Farm Property Class Tax Rate Programme

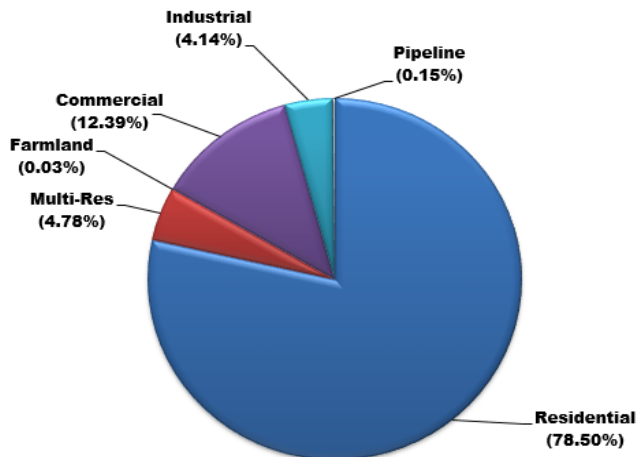
**Unweighted Assessment by Property Tax Class 2019**  
(Share of Property Value - Wellington - Rural)



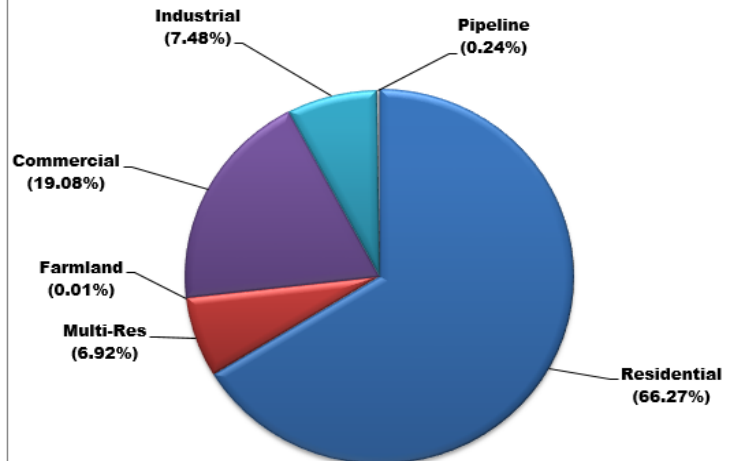
**Weighted Assessment by Property Tax Class 2019**  
(Share of Property Taxes - Wellington - Rural)



**Unweighted Assessment by Property Tax Class 2019**  
(Share of Property Value - Urban)



**Weighted Assessment by Property Tax Class 2019**  
(Share of Property Taxes - Urban)



## SCHEDULE B

### Farm Property Class Tax Rate Programme

#### Municipalities with Farmland Ratio Reductions Implemented - 2019

Municipality *	Ratio	Farmland CVA **
Brant County	0.2400	1,319,886,818
Caledon	0.1708	998,099,123
Chathan-Kent	0.2200	5,281,633,220
Dufferin County	0.2300	1,174,945,084
Durham Region	0.2000	2,416,491,305
Greater Sudbury	0.2000	30,618,833
Grey County	0.2400	2,659,127,624
Halton Region	0.2000	971,078,709
Hamilton	0.1767	1,390,781,027
Kingston	0.2125	81,575,403
Lambton County	0.2260	4,794,630,528
London	0.1028	425,488,846
North Bay	0.1500	605,465
Ottawa	0.2000	1,561,813,865
Oxford County	0.2350	5,665,102,027
Prince Edward County	0.2319	401,646,726
Sarnia	0.2260	181,579,114
Average Ratio & CVA	0.2036	1,726,770,807
<b>Wellington County</b>	<b>0.2500</b>	<b>4,464,961,956</b>

\* 2019 BMA Study Report - participating municipalities

\*\* from MPAC Provincial Market Change Profile Report

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 40-2020

---

**Being a by-law to provide for the collection of the costs incurred for drainage works completed for numerous drains all in the Town of Kingsville.**

**WHEREAS** the Council of the Town of Kingsville, in the County of Essex, has accepted petitions in accordance with the provisions of Section 74 of the Drainage Act, R.S.O. 1990, c. D. 17, requesting that maintenance and repair be carried out on these drains,

**AND WHEREAS** the Council of the Town of Kingsville has incurred costs for the said works to date as follows:

- 8<sup>th</sup> Concession Road Drain
- 9<sup>th</sup> Concession Drain East of Belle River
- 11<sup>th</sup> Concession Drain East of Belle River
- Centre Branch of No. 47 Drain
- Charles Grainger Drain
- East Third Concession Drain
- East Branch of No. 47 Drain
- Maddox Drain
- Moroun Pumping Station
- North Townline Drain West of Belle River
- North Branch of the East Branch of No. 47 Drain
- Orton Drain – Engineering Services only
- Thurston Drain

for a total cost of approximately \$134,211.13.

**AND WHEREAS** the said amount to be collected on a pro rata basis on the lands and roads assessed by the Corporation of the Town of Kingsville for such maintenance and repair;

**AND WHEREAS** Council is of the opinion that the repair of the area was desirable.

**THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE, PURSUANT TO THE DRAINAGE ACT, R.S.O 1990, c. D. 17, ENACTS AS FOLLOWS:**

1. The actual costs are hereby adopted as set forth in the final schedules of assessment.
2. The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount to be contributed by the Corporation for the maintenance repair of the drainage works less the amount of
  - a) Grants received under Section 85 of the Act; and
  - b) Commuted payments made in respect of lands assessed.
3. i) For paying of the amount of \$134,211.13 being:
  - (a) The amount assessed upon the lands and roads, except the lands and roads belonging to or controlled by the Corporation;
  - (b) The amount required to pay interest on the portion of the amount borrowed represented by the amount in clause (a);
  - (c) Grants received under the Section 85 of the Act;
  - (d) Monies paid pursuant to Subsection 3 of Section 61 of the Act;
  - (e) Commuted payments made in respect of the lands and roads assessed;a special rate shall be levied upon the land and roads as set forth in the Schedules of Assessment to be collected in the manner and at the same time as other taxes are collected.

- ii) The amount of the special rate levied upon each parcel of land or part thereof shall be divided into two or five equal amounts and one such amount shall be collected in each year for two or five years at an interest rate to be determined at the time of issuance, after the passing of this By-Law.
- 4. All assessments of \$250.00 or less are payable in the first year in which the assessment is imposed.
- 5. This by-law comes into force on the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF APRIL, 2020.**

---

**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 42 - 2020

---

### **Being a By-law authorizing the entering into of an Agreement with Shepley Road Maintenance Ltd. for the 2020 Rural Road Program**

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

**AND WHEREAS** The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter an Agreement with Shepley Road Maintenance Ltd. for the works generally described as "2020 Rural Road Program-File Number 20-101".

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

1. **THAT** the Town enters into and executes with Shepley Road Maintenance Ltd. an Agreement for the 2020 Rural Road Program attached hereto as Schedule "A" and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule "A".
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF APRIL, 2020.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

## Contract Agreement

File No. 20-101  
2020 RURAL ROAD PROGRAM

THIS AGREEMENT made in triplicate this 23<sup>rd</sup> day of March, 2020 A.D.

BETWEEN: THE CORPORATION OF THE TOWN OF KINGSVILLE  
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

SHEPHERD ROAD MAINTENANCE LTD  
(hereinafter called the "Contractor")

OF THE SECOND PART

### WITNESSETH

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

### ARTICLE 1

(a) A general description of the work is:

2020 Rural Road Program – File Number MS20-101

(b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

### ARTICLE 2

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for

the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Engineer and in accordance with the Contract and only to the extent of such extra or additional work.

### ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications & Specifications or General Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- |  |  |
|--|--|
| (1) This Agreement                           | (7) Supplementary Specifications, if any |
| (2) Addenda <u>2</u>                         | (8) Specifications, if any               |
| (3) Special Provisions, if any               | (9) Standard Specifications, if any      |
| (4) Information to Tenderers                 | (10) Contract Drawings                   |
| (5) Supplementary General Conditions, if any | (11) Standard Drawings                   |
| (6) General Conditions                       | (12) Form of Tender                      |

### ARTICLE 4

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of:

\$1,218,649.41

~~X~~ 00/100 Dollars

(excluding HST) (\$ 158,424.42 )

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or Otherwise as may be provided in the Contract Documents attached hereto.

### ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner: **The Corporation of the Town of Kingsville**  
**2021 Division Road**  
**Kingsville, Ontario, N9Y 2Y9**

The Contractor:

Shepley Road Maintenance  
2702 County Rd 12  
Essex 254 Ont. N8M 2X6

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to any agent of the Engineer appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such agent a copy thereof shall likewise be delivered to the Engineer.

#### **ARTICLE 6**

A copy of each of the Specifications, Special Provisions, General Conditions, Form of Tender, Information for Tenderers and Addenda No. 1 is/are hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

#### **ARTICLE 7**

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

#### **ARTICLE 8**

Time shall be deemed the essence of this Contract

#### **ARTICLE 9**

The Contractor declares that in quoting for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his Quotation or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

#### **ARTICLE 10**

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

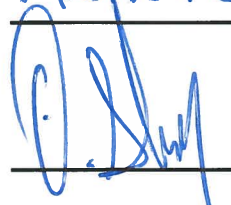
  
\_\_\_\_\_  
Witness to Signature of Contractor

Address 2702 County Rd  
12, Essex ON  
N8M 2X6  
Occupation Office Administrator

Owner: **The Corporation of the Town  
of Kingsville**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk (Seal)

Contractor:  
SHEPHEY ROAD  
MAINTENANCE LTD.  
Per: \_\_\_\_\_  
  
Per: \_\_\_\_\_  
(Seal)

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 43 - 2020

---

### **Being a By-law authorizing the entering into of an Agreement with Coco Paving Inc. for the 2020 Urban Road Program**

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

**AND WHEREAS** The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter an Agreement with Coco Paving Inc. for the works generally described as the 2020 Urban Road Program.

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

1. **THAT** the Town enters into and executes with Coco Paving Inc. an Agreement for the 2020 Urban Road Program (File No. 20-102) attached hereto as Schedule "A" and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule "A".
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

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

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

## Contract Agreement

File No. 20-102  
2020 URBAN ROAD PROGRAM

THIS AGREEMENT made in triplicate this 23<sup>RD</sup> day of MARCH, 2020 A.D.

**BETWEEN:** THE CORPORATION OF THE TOWN OF KINGSVILLE  
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

COCO PAVING INC.  
(hereinafter called the "Contractor")

OF THE SECOND PART

### WITNESSETH

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

### ARTICLE 1

(a) A general description of the work is:

2020 Urban Road Program

(b) )The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

### ARTICLE 2

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for

the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Engineer and in accordance with the Contract and only to the extent of such extra or additional work.

### ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications & Specifications or General Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- |  |  |
|--|--|
| (1) This Agreement                           | (7) Supplementary Specifications, if any |
| (2) Addenda _____                            | (8) Specifications, if any               |
| (3) Special Provisions, if any               | (9) Standard Specifications, if any      |
| (4) Information to Tenderers                 | (10) Contract Drawings                   |
| (5) Supplementary General Conditions, if any | (11) Standard Drawings                   |
| (6) General Conditions                       | (12) Form of Tender                      |

### ARTICLE 4

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of: *FIVE HUNDRED THIRTY TWO THOUSAND*

*EIGHT HUNDRED FIFTY-THREE* 00/100 Dollars  
(excluding HST) (\$ *532,853.00* )

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or Otherwise as may be provided in the Contract Documents attached hereto.

### ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner:                      The Corporation of the Town of Kingsville  
2021 Division Road  
Kingsville, Ontario, N9Y 2Y9

The Contractor:              *COCO PAVING INC.*  
*485 LITTLE BASELINE RD*  
*TELMUSEH ON N9Y 2L9*

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to any agent of the Engineer appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such agent a copy thereof shall likewise be delivered to the Engineer.

#### **ARTICLE 6**

A copy of each of the Specifications, Special Provisions, General Conditions, Form of Tender, Information for Tenderers and Addenda No. 114 is/are hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

#### **ARTICLE 7**

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

#### **ARTICLE 8**

Time shall be deemed the essence of this Contract

#### **ARTICLE 9**

The Contractor declares that in quoting for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his Quotation or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

#### **ARTICLE 10**

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

<p><u>2 Pt</u> Witness to Signature of Contractor</p> <p>Address <u>485 LITTLE PINEWED</u> <u>TECHNISEH OK</u> <u>NB4 2L9</u> Occupation <u>GENERAL MANAGER</u></p>	<p>Owner: <b>The Corporation of the Town of Kingsville</b></p> <p>Per: _____ Mayor</p> <p>Per: _____ Clerk (Seal)</p> <p>Contractor: <u>COCO PAVING INC.</u></p> <p>Per: <u>[Signature]</u></p> <p>Per: _____ (Seal)</p>
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# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 45 - 2020

---

**Being a By-law authorizing the entering into of an Agreement for Professional Engineering Services with RC Spencer Associates Inc. for Road 2 East Reconstruction (File No. 20-106)**

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

**AND WHEREAS** The Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter an Agreement for Professional Engineering Services with RC Spencer Associates Inc. for Road 2 East Reconstruction (File No. 20-106).

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

1. **THAT** the Town enters into and executes with RC Spencer Associates Inc. an Agreement for Professional Engineering Services for Road 2 East Reconstruction (File No. 20-106) attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule “A”.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF APRIL, 2020.**

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**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**

**AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

MEMORANDUM OF AGREEMENT dated the 30<sup>TH</sup> day of March A.D. 2020

BETWEEN

**Town of Kingsville**

Hereinafter called the Client

THE PARTY OF THE FIRST PART

AND

RC Spencer Associates Inc.

Hereinafter called the Engineer  
THE PARTY OF THE SECOND PART

WHEREAS

the Client intends to

**carry out engineering design, contract administration and inspection services for Road 2 East Reconstruction.**

hereinafter called the Project and has requested the Engineer to furnish professional services in connection therewith;

NOW THEREFOR WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## **ARTICLE 1. GENERAL CONDITIONS**

### **1.1 Ownership of Documents**

All plans, drawings, specifications, designs, construction data, and documents prepared by the Engineer shall be and remain the property of the Client. The Engineer shall be entitled to a copy of such documents for record purposes only, and shall not use or permit the use thereof for the construction of any other project without the consent of the Client.

### **1.2 Patents**

All concepts, products or processes produced by or resulting from the services rendered by the engineer in connection with the project, or which are otherwise developed or first reduced to practice by the engineer in the performance of service, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the engineer.

The client shall have a permanent, non-exclusive, royalty-free licence to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the services rendered by the engineer in connection with the project, for the life of the project, and for no other purpose or project.

### **1.3 Confidential Data**

The engineer shall not divulge any confidential information acquired in the course of carrying out the services provided for herein. No such information shall be used by the engineer on any other project without approval in writing by the client.

This requirement shall not prohibit the engineer from acting to correct or report a situation which the engineer may reasonably believe to endanger the safety or welfare of the public, provided that the engineer notifies the client of what is intended.

### **1.4 Insurance**

When requested, the engineer shall supply to the client a summary of insurance coverage currently being maintained by the engineer, including but not exclusive to professional liability insurance, comprehensive general liability and automobile insurance. Such summary shall include the name of the insurance company, type of insurance and amount of such coverage.

If the client requests that the amount of coverage of the engineer's insurance be increased or special insurance be obtained for this project, the engineer shall cooperate with the client to obtain such increased or special insurance coverage at the client's expense.

It is understood and agreed that the coverage provided by either of the policies named in the aforementioned summary or specially required will not be changed or amended in any way nor cancelled by the engineer until 60 days after written notice of such change or cancellation has been delivered to the client.

### **1.5 Arbitration**

All matters in dispute under this agreement may with the consent of both parties be referred to arbitration.

No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the project or in the business or other affairs of either the client or the engineer.

The award of the arbitrator shall be final and binding upon the parties.

The provisions of the Ontario Arbitrations Act shall apply.

### **1.6 Successors and Assignment**

This agreement shall ensure to the benefit of and be binding upon the parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors and assigns.

If a party to this agreement who is an individual should desire to bring in a partner or partners, or if a party which is a partnership should desire to bring in a new partner or partners to share the benefits and obligations of this agreement, they may do so by properly notifying the other party in writing of such intended action.

If a party to this agreement is a partnership, and a partner thereof either dies or retires, the remaining parties therein shall form a new successor partnership to share the benefits and obligations of the agreement.

Except as foresaid, neither party shall assign this agreement without the prior consent in writing of the other.

### **1.7 Termination and Suspension**

The client may at any time, by notice in writing to the engineer, suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the engineer shall perform no further services other than those reasonably necessary to close out the engineer's services. In such event, the engineer shall be paid by the client for all services performed and for all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

If the client is in default in the performance of any of the client's obligations set forth in this agreement, the engineer may, by written notice to the client, require such default be corrected. If, within 30 days of receipt of such notice, such default shall not have been corrected, the engineer may immediately terminate the agreement. In such event, the engineer shall be paid by the client for all services performed and for all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

If the engineer is practising as an individual and dies before services have been completed, this agreement shall terminate as of the date of death and the client shall pay for the services rendered and disbursement, incurred by the engineer to the date of such termination.

### **1.8 Records and Audit**

In order to provide data for the calculation of fees of a time basis, the engineer and the sub-consultants shall keep a detailed record of the hours worked by, and the salaries paid to, the engineer's staff employed on the project.

The client may inspect and audit the books, payrolls, accounts and records of the engineer and sub-consultants during regular office hours with respect to any item which the client is required to pay on a payroll multiplier basis as a result of this agreement.

The engineer, when requested by the client, shall provide copies of receipts with respect to any disbursements for which the engineer claims payment under this agreement.

### **1.9 Indemnification**

The engineer shall indemnify and save harmless the client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the client, the employees, officers or agents of the client may suffer as a sole result of the negligence of the engineer, the employees, officers or agents of the engineer in the performance of this agreement.

The client agrees to hold harmless, indemnify and defend the engineer from and against any and all claims, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may solely arise out of the negligence of the engineer in the performance of consulting services to the client within this project.

### **1.10 Contracting for Construction**

The engineer, or any person, firm or corporation associated or affiliated with or subsidiary to the engineer, shall not tender for any or all of the execution of the project or have an interest either directly or indirectly in the construction of the project, without the prior written consent of the client.

### **1.11 Approval by Other Authorities**

Unless otherwise provided in this agreement or explicitly required by legislation, where the work of the engineer is subject to the approval or review of an authority, department of government, or agency other than the client, preparation of applications for approval or review shall be the responsibility of the engineer, but shall be submitted through the offices of the client and, unless authorized by the client in writing, such applications for approval or review shall not be obtained by direct contact by the engineer with such other authority, department of government or agency.

### **1.12 Changes and Alterations and Additional Services**

After giving notice to the engineer, the client may, in writing at any time after the execution of the agreement or the commencement of the services, delete, extend, increase, vary or otherwise alter the services forming the subject of the agreement, and if such action by the client necessitates additional staff or services, the engineer shall be paid in accordance with Article 4 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Article 4. In the case of a reduction in the requirement for services, any reduction in the engineer's fee will be the subject of negotiation. No such change shall require the execution of a formal amendment to this agreement.

## ARTICLE 2. RESPONSIBILITIES OF THE CLIENT

The client shall:

- a) make available to the engineer all relevant information required by the engineer, and shall instruct the engineer fully as to the client's requirements, including design objectives, constraints and criteria, special equipment and systems, site requirements and construction budget. The engineer shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the client or client's consultants whether such consultants are engaged at the request of the engineer or not.
- b) engage consultants directly, when so required by the engineer, to perform services necessary to enable the engineer to fully carry out the engineer's duties, such services to include a legal survey of the site, site services data, geotechnical reports and appropriate testing.
- c) give the engineer authority to act as the client's agent in all matters falling within the scope of the engineer's services.
- d) promptly review all documentation submitted by the engineer, and inform the engineer of decisions in time for the orderly progress of the engineer's services and of the work.
- e) obtain all required consents, approvals and licences and permits from authorities having jurisdiction.
- f) arrange and make provision for the engineer's entry and access to public and private property and the project site in the performance of the duties.
- g) arrange and pay for tender advertising and any necessary legal, financial or insurance counselling services required for the project.
- h) designate in writing a representative to have authority to transmit instructions to and receive information from the engineer.
- i) immediately notify the engineer whenever the client, or the client's representative, becomes aware of a defect or deficiency in the work or the contract documents.

## **ARTICLE 3. ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT**

### **3.1 General**

The engineer shall render services to the client "in a timely manner" under this agreement with that degree of care, skill and diligence normally provided in the performance of services in respect of projects of a similar nature to that contemplated by this agreement at the time and place that such services are rendered.

### **3.2 The engineer shall perform the following services in connection with the project:**

Spencer Associates Inc. will generally consist of the activities as put forward in the requirements of the RFP.

The scope of the engineering services of Option #2 will include the following:

1. Convene project initiation meeting after entering into an agreement,
2. Carry out a total station topographic survey, including Coordinating and recording utility locates,
3. Liaise with local utility companies to determine the extent of their plans within and adjacent to the proposed infrastructure,
4. Carry out preliminary engineering analysis and design,
5. Review and consultation with Town staff,
6. Coordinate services of a geotechnical investigation,
7. Finalize drawings and specifications, for review by Town staff,
8. Make application and submit for MOE approval (Form 1) of the feeder watermain (Option #2)
9. Proceed to tender and assist during tender stage,
10. Provide contract administration and full time inspection,
11. After construction, provide inspection and deficiency review including end of maintenance inspection review,
12. Prepare and submit as-built drawings, including GPS/total station record of infrastructure.

all in accordance with a 21 February 2020 proposal, a copy of which is attached.

## **ARTICLE 4. FEES AND DISBURSEMENTS**

### **4.1 Definitions**

For the purpose of this agreement, the following definitions shall apply:

#### **4.1.1 Site**

Site includes the actual work site and other locations where the checking of materials, equipment and quality of work is carried out.

### **4.2 Basis of Payment**

#### **4.2.1 Fees calculated:**

**The client shall pay the engineer a total fee of \$ 335,810.00 plus 13% H.S.T., for those parts of the services described in Article 3 as follows:**

#### **4.2.2 Reimbursable expenses**

Included in the fee, the engineer shall be reimbursed at cost plus an administrative charge of 0%, plus the cost of the additional insurance incurred by the engineer and as requested by the client, for all reasonable expenses properly incurred by the engineer in connection with the project, including but not limited to: long distance telephone charges, advertising for tenders, special delivery and express charges, and the cost of providing and maintaining site office.

### 4.3 Payment

#### 4.3.1 Fees invoiced on a monthly basis:

a) Monthly payment

The engineer shall submit an invoice with such detail and supporting documentation as the client may reasonably require to the client for all services completed in the immediately preceding month. Interest at the annual rate of 6 % (0.5 % monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the client has received the engineer's invoice.

b) Delay of award of contract

In the event the contract for construction of the project is not awarded within 18 months of the acceptance of the design by the client, the final fee for design shall be determined as in paragraph a) above.

IN WITNESS THEREOF the parties hereto have caused to be executed those present by their officers properly authorized in that behalf on the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

ENGINEER

Per:   
Richard C. Spencer, M.A.Sc., P.Eng.  
President  
RC Spencer Associates Inc.

CLIENT

Per: Town of Kingsville

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 46-2020

---

**Being a by-law to amend By-law 2-2019, as amended, being a By-law to appoint certain members of Council and individuals to boards and committees**

**WHEREAS** the Council of The Corporation of the Town of Kingsville deems it expedient to amend By-law 2-2019, as amended, being a by-law to appoint certain Members and Individuals to board and committees.

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

1. **THAT** Paragraph 1.d) (Kingsville Municipal Heritage Advisory Committee) be amended as follows:

To delete the appointment of Mary Baruth, who has resigned; and

To add the appointment of Christine Mackie.

2. **THAT** Paragraph 1.n) (Migration Festival Committee) be amended to add the appointments of Marcy Fogal, Michele Law and Shelby Wye.

3. **THAT** Paragraph 1.p) (Communities in Bloom Committee) be amended as follows:

To delete the appointment of Mary Baruth, who has resigned; and

To add the appointments of Christina Bedal, Marcy Fogal, Laura Janisse and Janet Willoughby.

4. **THAT** Paragraph 1.q) (Mettawas Waterfront Park Fundraising Committee) be amended to add the appointments of Deanna Mathies Diab and Diane-Marie Swiderski.

5. **THAT** all other terms set out in said By-law 2-2019 and amendments thereto shall remain in full force and effect.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF APRIL, 2020.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

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

## **BY-LAW 47-2020**

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**Being a by-law under the Municipal Act, 2001, Part 13, Section 408; to authorize the issue of debentures to finance the construction of the Road 11 Watermain in the Town of Kingsville.**

**WHEREAS** by Council Resolution 262-2018 the Town of Kingsville did authorize the design and construction of the Road 11 Watermain;

**AND WHEREAS** the portions payable by the owners were confirmed and final notices were mailed to the benefiting owners outlining the final time and place for paying the debt in full;

**AND WHEREAS** the portion to be financed is \$77,070.07;

**AND WHEREAS** it is intended that the unpaid balance shall be borrowed by the Corporation upon the credit of the Corporation.

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

1. That for the purpose of borrowing the said sum of \$77,070.07, debentures of the Corporation of a like amount shall be issued therefore in sums of not less than One Thousand Dollars (\$1,000.00) each.
2. The series of debentures shall be dated July 31<sup>st</sup>, 2020 and shall be payable in ten (10) annual installments of principal on the 31<sup>st</sup> day of July in each of the years 2020 and 2029 inclusive; and shall bear interest at a rate of four point five per cent (4.5%) per annum payable annually on July 31<sup>st</sup> beginning on July 31<sup>st</sup>, 2020 for the length of the issue ending July 31<sup>st</sup>, 2029. The respective amounts of principal and interest payable in each of such years shall be set forth in Schedule "A" hereto annexed and forming part of this by-law.
3. The debentures shall be in fully registered form. They shall be payable as to both principal and interest in lawful money of Canada at the TD Canada Trust Bank in the Town of Kingsville.
4. The debentures shall be sealed with the seal of the Corporation and signed by the Head of Council and the Director of Financial Services or his designate.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF APRIL, 2020.**

---

**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**



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


**DEBENTURE AMORTIZATION SCHEDULE  
 TOWN OF KINGSVILLE - ELK ANNUITY FUND**

Local Improvement		Road 11 Watermain	
By-Law:	<b>47-2020</b>	By-Law Passed:	<b>April 27, 2020</b>
Principal:	<b>\$77,070.07</b>	Payments per Year:	<b>1</b>
Annual Interest Rate:	<b>4.50%</b>	Number of Regular Payments:	<b>10</b>
Payment Date:	<b>July 31st</b>	Payment Amount:	<b>\$9,740.02</b>

Year	Annual Payment	Principal	Interest	Principal Balance
2020	\$9,740.02	\$6,271.87	\$3,468.15	\$70,798.20
2021	\$9,740.02	\$6,554.10	\$3,185.92	\$64,244.10
2022	\$9,740.02	\$6,849.04	\$2,890.98	\$57,395.06
2023	\$9,740.02	\$7,157.24	\$2,582.78	\$50,237.82
2024	\$9,740.02	\$7,479.32	\$2,260.70	\$42,758.50
2025	\$9,740.02	\$7,815.89	\$1,924.13	\$34,942.61
2026	\$9,740.02	\$8,167.60	\$1,572.42	\$26,775.01
2027	\$9,740.02	\$8,535.14	\$1,204.88	\$18,239.87
2028	\$9,740.02	\$8,919.23	\$820.79	\$9,320.64
2029	\$9,740.02	\$9,320.64	\$419.38	\$0.00

\* Final payment adjustment due to rounding made to interest component.

Amortization Schedule Prepared By:

  
**Ryan McLeod, CPA, CA**  
**Director of Financial Services**

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 48-2020

---

**Being a by-law to amend the implementation dates of the residential sewage rate structure of By-law 26-2020, being a By-law to impose a Water Rate and Sewage Rates**

**WHEREAS** the Council of The Corporation of the Town of Kingsville deems it expedient to amend By-law 26-2020, being a By-law to impose a Water Rate and Sewage Rates, to amend the implementation dates of the new residential sewage rates.

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

1. **THAT** the residential sewage rates listed schedule C of By-law 26-2020 shall come into effect as follows:
  - a) Sewage Area 1 Rates (Cottam Facility) – effective **January 15, 2021**;
  - b) Sewage Area 2 Rates (Lakeshore Waste Facility) – effective **March 15, 2021**;
  - c) Sewage Area 3 Rates (Kingsville Facility) – effective **February 15, 2021**.
2. **THAT** until the rates outlined in section 1 come into effect, the residential sewage rates shall remain as follows:
  - a) Sewage Area 1 Rates (Cottam Facility) – \$89 per quarter per residential unit
  - b) Sewage Area 2 Rates (Lakeshore Waste Facility) – \$87 per quarter per residential unit
  - c) Sewage Area 3 Rates (Kingsville Facility) – \$87 per quarter per residential unit
3. **THAT** all other terms set out in said By-law 26-2020 shall remain in full force and effect.
4. **THAT** this By-law shall come into effect upon third reading and being finally passed

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF APRIL, 2020.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 49 - 2020

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**Being a By-law authorizing the entering into of an Agreement with  
Sherway Contracting (Windsor) Limited for the  
Jasperson Drive Road Reconstruction  
(N. J. Peralta Engineering Ltd.  
Project No. E-18-064)**

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

**AND WHEREAS** The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter an Agreement with Sherway Contracting (Windsor) Limited for the works generally described as the Jasperson Drive Road Reconstruction.

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

1. **THAT** the Town enters into and executes with Sherway Contracting (Windsor) Limited an Agreement for the works generally described as Jasperson Drive Road Reconstruction attached hereto as Schedule "A" and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule "A".
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

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

---

**MAYOR, Nelson Santos**

---

**CLERK, Jennifer Astrologo**

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

\_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

BETWEEN:

\_\_\_\_\_  
CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "OWNER")

OF THE FIRST PART:

- and -

\_\_\_\_\_  
SHERWAY CONTRACTING (WINDSOR) LIMITED

(hereinafter called the "CONTRACTOR")

OF THE SECOND PART.

WHEREAS the Tender of the CONTRACTOR respecting the Construction work, hereinafter referred to and described, was accepted by the OWNER on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with its Tender dated the \_\_\_\_\_ 15th \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 2020, and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, including all modifications thereof and incorporated in the said documents before their execution) prepared by N.J. PERALTA

ENGINEERING LTD., Consulting Engineers, all of which said documents are annexed hereto and form part of this Agreement to the same extent as if fully embodied herein, the construction of the **JASPERSON DRIVE ROAD RECONSTRUCTION FOR THE CORPORATION OF THE TOWN OF KINGSVILLE** for the sum of One Million, Eight Hundred and Sixty Thousand, Eight Hundred and Sixty-Three Dollars and Sixty-Six Cents (\$1, 860, 863.66)

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

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

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

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

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

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

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Witness as to Signature  
of Contractor

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Contractor's Signature & Seal

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Contractor's Name

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5390 Outer Drive, R.R.#1  
Windsor, Ontario N9A 6J3  
Contractor's Address

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CORPORATION OF THE  
TOWN OF KINGSVILLE  
Owner

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Nelson Santos  
Mayor

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Clerk

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

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 50-2020

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### Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its April 27, 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 April 27, 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  
27<sup>th</sup> day of April, 2020.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**