



**REGULAR MEETING OF COUNCIL
REVISED AGENDA**

Monday, August 24, 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 and select the VIDEO icon.

B. 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.

C. PRESENTATIONS/DELEGATIONS

1. John Hemeon, 351 Lakeview Ave. RE: Request for approval to be able to create a second curb-cut and U-shaped driveway. SEE: Correspondence dated August 7, 2020 and photographs SEE ALSO: Staff Report item F-1

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D. AMENDMENTS TO THE AGENDA

E. ADOPTION OF ACCOUNTS

1. Town of Kingsville Accounts for the monthly period ended July 31, 2020 being TD cheques numbers 0073567 to 0073791 for a grand total of \$2,254,368.75

9

Recommended Action

That Council receives Town of Kingsville Accounts for the monthly period ended July 31, 2020 being TD cheque numbers 073567 to 0073791 for a grand total of \$2,254,368.75.

F. STAFF REPORTS

- 1. 351 Lakeview Avenue Request for Consideration** 32

G. A. Plancke, Director of Municipal Services

Recommended Action

That Council denies the request of the owner of 351 Lakeview Avenue for a second driveway approach from Lakeview Avenue consistent with the requirements listed in the Town's Development Standards Manual under Section 4.1.5 DRIVEWAYS.

- 2. 2020 Bridge Program Tender Results** 35

T. Del Greco, Manager of Municipal Services

Recommended Action

That Council awards the Road 11 Irwin Drain Culvert tender to D'Amore Construction (2000) Limited in the amount of \$446,773 (excluding HST) and authorizes the Mayor and Clerk to execute the requisite agreement.

- 3. Road Use Encroachment Agreement – Red Sun Farms Ontario Limited.** 40

G. A. Plancke, Director of Municipal Services

Recommended Action

That Council enters into a Road Use Agreement with Red Sun Farms Ontario Limited for the construction, maintenance, and operation of a Private Sewage Line within the Town road allowances as stipulated in the conditions listed within the document titled Road Use Encroachment Agreement between the Corporation of the Town of Kingsville, and Red Sun Farms Ontario Limited. and,

Further That Council enters into an Agreement with the Her Majesty The Queen in Right of the Province of Ontario, Represented by the Minister of Transportation for the Province of Ontario (Reference No. CM20 0006) in order for private infrastructure to cross under Kings Hwy # 3; and,

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

G. MINUTES OF THE PREVIOUS MEETINGS

- 1. Regular Meeting of Council--August 10, 2020** 65

- 2. Regular Closed Session Meeting of Council--August 10, 2020**

Recommended Action

That Council adopts Regular Meeting of Council Minutes dated August 10, 2020, and Regular Closed Session Meeting of Council Minutes dated August 10, 2020.

H. MINUTES OF COMMITTEES AND RECOMMENDATIONS

- 1. Tourism and Economic Development Committee--July 9, 2020 87**

Recommended Action

That Council receive Tourism and Economic Development Committee Meeting Minutes dated July 9, 2020

- 2. Kingsville Municipal Heritage Advisory Committee--July 15, 2020 91**

Recommended Action

That Council receives Kingsville Municipal Heritage Advisory Committee Meeting minutes, dated July 15, 2020.

I. BUSINESS CORRESPONDENCE - INFORMATIONAL

- 1. Municipality of West Grey--Resolution passed by the Council of the Municipality of West Grey on July 7, 2020 RE: Anti-racism and anti-oppression 96**
- 2. Town of Essex--Correspondence dated August 6, 2020 RE: Further Request for Information/Data on Positive COVID-19 Cases in Essex County 98**
- 3. Town of Mono--Correspondence dated July 28, 2020 RE: Investment in Rural Broadband Infrastructure 103**
- 4. Municipality of Tweed--Correspondence dated August 10, 2020 RE: Support of Town of Kingsville's resolution requesting support for the Province to expand the Rent Assistance Program to include all businesses 105**
- 5. City of Elliot Lake--Resolution No. 249/20 passed at the August 10, 2020 Regular Meeting 106**
- 6. Town of Amherstburg--Correspondence dated August 14, 2020 RE: Request for more detailed information and data regarding the spread of COVID-19 in Essex County 107**
- 7. City of St. Catharines--Correspondence dated August 17, 2020 RE: Support to the City of Toronto in their Legal Challenge of the Amendments made under Bill 184, Section 83 112**
- 8. Township of Huron-Kinloss--Correspondence dated August 17, 2020 RE: Farm Tax Credit Review 114**
- 9. City of Port Colborne--Correspondence dated August 18, 2020 RE: Resolution--Funding and Inspections for Long Term Care Homes due to COVID-19 Pandemic 116**
- 10. City of Port Colborne--Correspondence dated August 18, 2020 RE: 118**

Endorsement of Bill 164-Protecting Vulnerable Persons in Support Living Accommodation Act, 2019

Recommended Action

That Council receives Business Correspondence-Informational Items 1 through 10.

J. NOTICES OF MOTION

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

That at the appropriate time during this Meeting, Council move into Closed Session pursuant to Subsection 239(2)(k) of the *Municipal Act, 2001* for the purposes of reconsidering Council's motion (made at the May 25, 2020 Regular Closed Session Meeting of Council) to defer consideration of a proposal presented to the Town.

K. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

L. BYLAWS

1. By-law 80-2020 120

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.

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

2. By-law 81-2020 121

Being a By-law to authorize the entering into of an Agreement with Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (Reference No. CM20 0006) in order for private infrastructure to cross under Kings Highway 3.

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

3. By-law 82-2020 131

Being a by-law to authorize the entering into of a Road Use Encroachment Agreement with Red Sun Farms Ontario Limited for the construction, maintenance, and operation of a private sewage line within Town Road allowances (Schedule "A" being the Crossing Plan and Profile prepared by Dillon Consulting is available for review in Department of Municipal Services)

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

M. CLOSED SESSION

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

1. Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality; being a verbal update by Mayor Santos in connection with a proposed or pending acquisition of land for roadway purposes;
2. Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality; being a verbal report of Director of Financial Services R. McLeod in connection with a proposed or pending acquisition and/or disposition of land by the municipality (210 Main St. East);
3. Subsection 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality; being a proposal to the Town;
4. Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality; being a Report of Director of Financial Services R. McLeod dated August 19, 2020 in connection with the terms of certain existing commercial Lease Agreements of municipal lands within the Town of Kingsville.

***N. CLOSED SESSION Item 5**

5. Subsection 239(2)(b) personal matters about an identifiable individual, including municipal employees; being an update from the CAO Hiring Committee including a recommendation regarding the CAO position.

O. REPORT OUT OF CLOSED SESSION

P. CONFIRMATORY BY-LAW

1. By-law 83-2020

145

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its August 24, 2020 Regular Meeting

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

Q. ADJOURNMENT

August 7, 2020

John Hemeon
351 Lakeview Avenue
Kingsville, Ontario
N9Y2E2

Kingsville Mayor and Council
Town of Kingsville (c/o Sandra Kitchen)

RE: Delegation to Council Request for U-Shaped Driveway at 351 Lakeview Avenue (August 24th Council Meeting)

Council Members,

I am the owner of and currently constructing a new home on the property at 351 Lakeview Avenue, and we are looking for approval to be able to include a U-shaped driveway as part of our landscaping and driveway project.

I have had dealings and inquiries with Robert Brown, Tim Del Greco, and most recently Andrew Planke, as I've tried to determine how to move forward with our request.

The current code formally only allows for a single curb-cut and driveway, but this is a one-size-fits-all approach and doesn't take into consideration current circumstances, width of each lot, the design aspects of landscaping plans, and other various construction needs and enhancements.

Some history....

This property was a larger lot that was subdivided some time ago into two lots: a 72' wide lot on the west, and a 98' wide lot on the east. During the more recent revitalization project on the street, to include new sidewalks, services and asphalt, a curb-cut was made on the west side of 351 Lakeview (the 98' wide lot), the opposite side of where the original driveway was. The previous owner of this property had torn down the old home, and in doing so damaged the new sidewalk, and I understand that their deposit was not returned due to this.

In order for our new home to fit within the build pocket, and to meet the Town and ERCA guidelines, we were left with no choice but to locate the garage entrance on the east side of the

property, the opposite side of the current curb-cut. Minimally, we will need to create a second curb-cut in order to place the section of the driveway to gain access to the garage. Once this is done then there's the question of what takes place with the current curb-cut.

Our request is to make a second curb-cut, to utilize both entrances, and to create a U-shaped driveway that will complement the width of the property and the landscape design. At the same time, at our expense, we will replace the current damaged sidewalk sections.

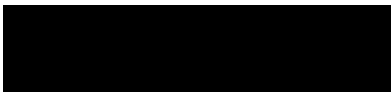
I'm including the following to help with your consideration and approval:

- Landscape design by Lakeshore Landscaping (Ryan Pawluk), planned for September/October
- Picture of home construction to date with inspiration picture to show our vision
- Picture of current curb-cut
- Picture of location where new curb-cut will be required
- Picture of damaged sidewalk from previous owner's tear-down of the old home (that we will replace as part of our driveway construction)
- Picture of U-shaped driveway five-doors down at 395 Lakeview Avenue, showing that there has been a precedent set on the street

I'll be pleased to provide further info if needed prior to or during the council meeting on August 24th.

Thank you,

John Hemeon



COVENTRY WALL RAISED 12" - 14"
NATURAL WOOD BURNER
*INCLUDES IRON GRILLING RING

- 18 sq. ft. 2"-4" BLUE BEACHSTONE
- 3 LITTLE SPIRE RUSSIAN SAGE
- 3 FIELDSTONE BOULDERS
- 36 ft. METAL EDGING
- 6 KARL FOERSTERS GRASS
- 1 DWARF BURNING BUSH

- 36 ft. METAL EDGING
- 1 MORNING LIGHT PADEN GRASS
- 6 LITTLE BOBO HYDRANGEA
- 5 NORTHWIND SWITCH GRASS
- 430 sq. ft. 2"-4" BLUE BEACHSTONE
- 1 FIELDSTONE BOULDERS
- 1 DAWYCK PURPLE BEECH
- 3 TIT MONET HEGELA
- 5 AUTUMN JOY STONECROP
- 1 FIELDSTONE BOULDERS
- 1 SERVICEBERRY CLUMP
- 8 GINGER LOVE FOUNTAIN GRASS
- 249 sq. ft. 2"-4" BLUE BEACHSTONE

- 1 CONCORDE BARBERRY (DEEP PURPLE)
- 8 GREEN VELVET BOXWOOD
- 1 BLACK CEDAR
- 5 JAPANESE FOREST GRASS
- 1 FIELDSTONE BOULDERS
- 107 sq. ft. SOD
- 5 LIBERTY HOSTA
- 4 NORTHWIND SWITCH GRASS
- 53 ft. METAL EDGING
- 1 FRAGRANT SNOEWEAL VIBURNUM

3722 SQ. FT. REGULAR WHITE CONCRETE
DRIVEWAY, SIDEWALK & BACK PATIO

- 22 sq. ft. SOD
- 5 NEST SPRUCE
- 1 CHANTICLEER PEAR
- 5 POW HON WHITE CONEFLOWER

WATERFRONT

649 sq. ft. JUMBO FLAGSTONE

1593 sq. ft. SOD

- 5 POW HON CONEFLOWER
- 1 CONCORDE BARBERRY (DEEP PURPLE)
- 44 ft. METAL EDGING
- 5 GINGER LOVE FOUNTAIN GRASS
- 3 MORNING LIGHT PADEN GRASS
- 2 FIELDSTONE BOULDERS
- 1067 sq. ft. 2"-4" BLUE BEACHSTONE
- 5 ENDLESS SUMMER HYDRANGEA
- 1 QUICKFIRE HYDRANGEA STD
- 15 GREEN VELVET BOXWOOD

- 2 CONCORDE BARBERRY (DEEP PURPLE)
- 1 FIELDSTONE BOULDERS
- 4 GREEN VELVET BOXWOOD
- 9 ft. METAL EDGING
- 3 TIT MONET HEGELA
- 1 BLACK CEDAR
- 1 ETHERAL SPREADING YEW
- 40 ft. METAL EDGING
- 5 LIBERTY HOSTA
- 1 BLACK CEDAR
- 5 JAPANESE FOREST GRASS

2 PJM RHODODENDRON

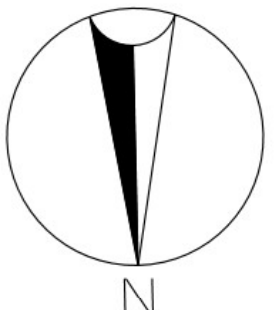
735 sq. ft. SOD

703 sq. ft. SOD

- 46 sq. ft. 2"-4" BLUE BEACHSTONE
- 19 LITTLE BOBO HYDRANGEA
- 71 ft. METAL EDGING
- 3 NEST SPRUCE
- 1 CHANTICLEER PEAR
- 5 POW HON WHITE CONEFLOWER

LIGHTING LEGEND

- TRANSFORMER
- SPOT LIGHT
- PATH LIGHT



HEMEON RESIDENCE
351 LAKEVIEW AVE
KINGSVILLE

client:	date:	revision:
scale:	APRIL 15 2020	1ST REVISED
drawn by:	checked by:	drawing #:
RYAN P		1ST REVISED

ALL MEASUREMENTS BASED OFF
SURVEY PROVIDED BY CUSTOMER













**Town of Kingsville
Council Summary Report
2020**

Cheque Distributions for the Month of: JULY

Department Summary:

Dept. No.	Department Name	Amount
	Credit Card Transactions	\$ 2,676.55
000	Default - Clearing	\$ 109,084.57
110	Council	\$ 45.79
112	General Administration	\$ 91,116.96
114	Information Technology	\$ 21,321.20
120	Animal Control	\$ 75.00
121	Fire	\$ 30,415.29
122	OPP	\$ 4,649.63
124	Building	\$ 2,425.83
130	Transportation - Public Works	\$ 1,008,215.23
131	Sanitation	\$ 54,629.47
151	Cemetery	\$ 7,401.32
170	Arena	\$ 13,630.64
171	Parks	\$ 36,574.68
172	Fantasy of Lights	\$ -
173	Marina	\$ 7,230.08
174	Migration Festival	\$ -
175	Recreation Programs	\$ 17,315.40
176	Communities in Bloom	\$ -
177	Highland Games	\$ 150.00
178	Facilities	\$ -
180	Planning	\$ 1,318.73
181	BIA	\$ 4,179.94
184	Accessibility Committee	\$ 172.99
185	Tourism & Economic Development Committee	\$ 3,521.96
186	Heritage Committee	\$ 1,755.00
201	Environmental - Water	\$ 130,064.99
242	Kingsville/Lakeshore West Wastewater	\$ 615,034.76
243	Cottam Wastewater	\$ 91,362.74

Total of Current Expenditures: \$ 2,254,368.75

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

Total Number of Current Cheques Issued: 224

Comparison Data: JULY 2019

Total of Approved Expenditures: \$ 1,562,152.49

Total Number of Cheques Issued: 349

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

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

Cheque Number	Cheque Date	Vendor Name	Description	Account	Amount
73658	7/8/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	01-112-099-60301	\$ 20.11
73658	7/8/2020	TD Canada Trust - RM Visa	OFFICE SUPPLIES	01-112-099-60301	\$ 25.43
73658	7/8/2020	TD Canada Trust - RM Visa	AD - ES JOB POSTING	01-112-099-60306	\$ 44.09
73658	7/8/2020	TD Canada Trust - RM Visa	MEMBERSHIP FEE	01-112-099-60320	\$ 8.13
73658	7/8/2020	TD Canada Trust - RM Visa	DISINFECTANT WIPES - COVID	01-112-360-72057	\$ 249.82
73658	7/8/2020	TD Canada Trust - RM Visa	DISINFECTANT WIPES - COVID	01-112-360-72057	\$ 399.51
73658	7/8/2020	TD Canada Trust - RM Visa	TAC GUIDE - TRAFFIC CALMING	01-130-099-60319	\$ 187.48
73658	7/8/2020	TD Canada Trust - RM Visa	DOCK REPAIR - RUBBER BUMPER	01-173-099-60315	\$ 175.14
73658	7/8/2020	TD Canada Trust - RM Visa	MARINA - LIFE RING CABINET	01-173-099-60315	\$ 475.32
73658	7/8/2020	TD Canada Trust - RM Visa	ES - BATTERIES (LOCATORS)	02-201-099-60335	\$ 79.65
73658	7/8/2020	TD Canada Trust - RM Visa	BEACON ENGAGEMENT FEE	02-201-182-60448	\$ 700.74
73658	7/8/2020	TD Canada Trust - RM Visa	CELL NODES FOR METERS	02-201-182-60448	\$ 311.13
TD Canada Trust - NS Visa					\$ -
					\$ -
Total Credit Card Transactions					\$ 2,676.55

System:	3/13/2020	9:55:03 AM	Town of Kingsville		Page: 1
User ID:	dbroda		Council Summary Report		
Ranges:	From:		To:		
Vendor ID:	First		Last		
Vendor Name:	First		Last		
Cheque Date:	7/1/2020		7/31/2020		
Sorted By:	Cheque Number				
Distribution Types Included:		PURCH			
Cheque Number	Cheque Date	Vendor Name	Description	Amount	
-					
Total For Department				\$0.00	
000	-				
0073567 *	7/7/2020	2081967 Ontario Limited	RFND DEP - 2035 SPINKS 01-000-000-21410	\$1,000.00	
0073567*	7/7/2020	2081967 Ontario Limited	RFND DEP - 2035 SPINKS 01-000-000-21410	\$1,000.00	
0073567 *	7/7/2020	2081967 Ontario Limited	RFND DEP - 2035 SPINKS DR 01-000-000-21410	\$1,000.00	
0073568 *	7/7/2020	Anthony Abraham	RFND DEP - 84 CONSERVATION 01-000-000-21410	\$1,000.00	
0073572*	7/7/2020	Neil Arnold	RFND DEP - 1881 ROAD 4 W 01-000-000-21410	\$1,000.00	
0073575 *	7/7/2020	Nathan Bevington	RFND DEP - 1556 LEE RD 01-000-000-21410	\$2,000.00	
0073578 *	7/7/2020	Kimberley Brundritt	RFND - MARRIAGE SOLEMNIZATION 01-000-006-12014	\$41.26	
0073594 *	7/7/2020	Martha Elias	RFND DEP - 2021 ROAD 5 E 01-000-000-21410	\$2,000.00	
0073597*	7/7/2020	Beverly or Earl Haggins	RFND DEP - 1642 ROAD 2 W 01-000-020-21501	\$7,740.00	
0073598 *	7/7/2020	Earl Haggins	RFND DEP - 1642 ROAD 2 W 01-000-000-21410	\$1,000.00	
0073602 *	7/7/2020	Ashley Incitti	RFND DEP - 27 MARSHWOODS BLVD 01-000-000-21410	\$1,000.00	
0073604 *	7/7/2020	Rickey Kay	RFND DEP - 909 ERIE AVE 01-000-000-21410	\$2,000.00	
0073607 *	7/7/2020	Lakeland Homes Ltd	RFND DEP - 139 BLUE JAY CRES 01-000-000-21410	\$1,000.00	
0073610 *	7/7/2020	Leamington Pool & Spa	RFND DEP - 217 BERNATH ST 01-000-000-21410	\$1,000.00	
0073613*	7/7/2020	Henry or Megan Lumley	RFND DEP - 147 CTY RD 27 W 01-000-000-21410	\$1,000.00	
0073621*	7/7/2020	Vicki Noland	RFND DEP - 3 KATIE CRES 01-000-000-21410	\$2,000.00	
0073632 *	7/7/2020	Ken Robertson	RFND DEP - 1283 HERITAGE RD 01-000-000-21410	\$1,000.00	
0073643 *	7/7/2020	Shane Wilson	RFND DEP - 1187 hERITAGE RD 01-000-000-21410	\$1,000.00	
0073646	7/7/2020	Workplace Safety & Insurance E	REMITTANCE - JUNE 2020 01-000-000-21007	\$13,319.97	
0073652	7/8/2020	Jeff Shepley Excavating Ltd.	BANK REPAIR - BOOSE DRAIN 01-000-023-14080	\$1,352.05	

Town of Kingsville
Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073654*	7/8/2020	Municipality of Leamington	DRAIN MAINTENANCE 2019 01-000-023-14080	\$3,050.83
0073655*	7/8/2020	HYDRO ONE	1 Conc Lot22 Moroun Pump St 01-000-023-14080	\$728.38
0073655*	7/8/2020	HYDRO ONE	Streetlights - Dimar Dr 01-000-006-13199	\$29.58
0073656*	7/8/2020	Reg Clark Trucking Ltd.	REMOVE SAND - FRONT RD DR 01-000-023-14080	\$382.62
0073656*	7/8/2020	Reg Clark Trucking Ltd.	REMOVE SAND - FRONT RD DR 01-000-023-14080	\$382.62
0073656*	7/8/2020	Reg Clark Trucking Ltd.	REMOVE SAND - FRONT RD DR 01-000-023-14080	\$382.62
0073656*	7/8/2020	Reg Clark Trucking Ltd.	REMOVE SAND - FRONT RD DR 01-000-023-14080	\$382.62
0073669*	7/21/2020	David Bondy	RFND DEP - 390 CTY RD 34 W 01-000-000-21410	\$1,000.00
0073672*	7/21/2020	Build Source	RFND DEP - 1339 WIGLE GROVE RD 01-000-000-21410	\$1,000.00
0073685*	7/21/2020	County Wide Tree Service	TREE REMOVAL - 1980 CHELSEA CR 01-000-023-14080	\$295.10
0073685	7/21/2020	County Wide Tree Service	CLEANUP - STORM IRWIN DRAIN 01-000-023-14080	\$966.72
0073704*	7/21/2020	Golden Acre Farms Inc.	RFND DEP - 2011 GRAHAM SDRD 01-000-000-21410	\$1,000.00
0073705*	7/21/2020	Greenwood Homes Inc.	RFND DEP - 77 HAZEL CRES 01-000-000-21410	\$825.00
0073705*	7/21/2020	Greenwood Homes Inc.	RFND DEP - 75 HAZEL CRES 01-000-000-21410	\$825.00
0073706	7/21/2020	Heaton Sanitation	FLUSH - GRAHAM SDRD CULVERT 01-000-023-14080	\$1,548.10
0073711*	7/21/2020	I.B.E.W. #636	REMITTANCE JUN 14-27, 2020 01-000-000-21006	\$1,513.70
0073711*	7/21/2020	I.B.E.W. #636	REMITTANCE JUN 28 - JUL 11/20 01-000-000-21006	\$814.13
0073720*	7/21/2020	Leamington Equipment Rentals	FENCING-1520 RAOD 5 E 01-000-006-13199	\$184.00
0073725*	7/21/2020	Jason Melo	RFND DEP - 1729 HERITAGE RD 01-000-000-21410	\$1,000.00
0073728*	7/21/2020	Minister of Finance	CLAIM NO SC-17-58242 01-000-000-21016	\$91.41
0073730*	7/21/2020	Thomas Mosey	RFND DEP - 906 WRIDE AVE 01-000-000-21410	\$1,000.00
0073735*	7/21/2020	Platinum Acres Inc	RFND DEP - 850/876 SEACLIFF DR 01-000-000-21410	\$1,000.00
0073738*	7/21/2020	Pro Bid Contractors Ltd.	BRIDGE REPLACEM'T-PROJ 20-006 01-000-023-14080	\$20,341.81
0073738*	7/21/2020	Pro Bid Contractors Ltd.	COLLAPSED DRAIN - UNION AVE DR 01-000-023-14080	\$9,680.36
0073742*	7/21/2020	Receiver General	ACCOUNT NO: 485121354R1 01-000-000-21015	\$137.12
0073744*	7/21/2020	Rivard Engineered Products Inc	RFND DEP - 14 CAMERON SDRD W 01-000-000-21410	\$1,000.00
0073747*	7/21/2020	Jason Michael Root	RFND DEP - 309 CTY RD 34 W 01-000-000-21410	\$1,000.00
0073748	7/21/2020	Royal Benefits Inc	BENEFITS CLAIM - JUNE 2020 01-000-006-12002	\$28.71
0073751*	7/21/2020	Marita Seipl	RFND DEP - 591 HERITAGE RD 01-000-000-21410	\$1,000.00

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073755 *	7/21/2020	Shilson Excavation & Trucking I	REPAIR BRIDGE-3RD CON RD DR 01-000-023-14080	\$10,618.65
0073755 *	7/21/2020	Shilson Excavation & Trucking I	REPLACE PIPE - NEWMAN DR 01-000-023-14080	\$3,920.81
0073786 *	7/23/2020	Paula Hambleton	RFND DUP PICKLEBALL DONATION 01-000-030-21386	\$100.00
0073788 *	7/23/2020	HYDRO ONE	1 Conc Lot22 Moroun Pump St 01-000-023-14080	\$401.40
Total For Department 000				\$109,084.57
110	-			
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-110-099-60327	\$45.79
Total For Department 110				\$45.79
112	-			
0073574	7/7/2020	Bayview Glass & Mirror Ltd	GLASS ENCLOSURES-REC/BLDG/P&R 01-112-360-72001	\$12,134.87
0073578 *	7/7/2020	Kimberley Brundritt	RFND - MARRIAGE SOLEMNIZATION 01-112-066-41235	\$317.34
0073582	7/7/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - JUNE 2020 01-112-099-60341	\$2,289.60
0073583	7/7/2020	Compugen Inc.	TREASURY/CLERK COPIES 01-112-099-60311	\$430.51
0073588	7/7/2020	Jeff Dean	FIRE - THERMOMETER 01-112-360-72057	\$186.20
0073589	7/7/2020	Diamond Software Inc.	MGMT - REPORTER SETUP 01-112-099-60310	\$437.57
0073609	7/7/2020	LBC Capital	RECP PRINTER JUL 15-AUG 14/20 01-112-099-60311	\$72.30
0073616	7/7/2020	Merchant Paper Company	TOWN HALL - SUPPLIES 01-112-099-60315	\$326.03
0073616	7/7/2020	Merchant Paper Company	TOWN HALL - SUPPLIES 01-112-099-60315	\$43.45
0073616	7/7/2020	Merchant Paper Company	SANITIZER (COVID) 01-112-360-72057	\$127.20
0073623	7/7/2020	Orkin Canada Corporation	TOWN HALL - PEST CONTROL 01-112-099-60315	\$91.58
0073624	7/7/2020	Pearsall Marshall Halliwell & Se	PROF FEES-LAKE DR EASEMENT 01-112-099-60319	\$215.45
0073624	7/7/2020	Pearsall Marshall Halliwell & Se	REG OF BYLAW 59-2020 01-112-099-60319	\$330.49
0073624	7/7/2020	Pearsall Marshall Halliwell & Se	LEGAL LETTER RESPONSE 01-112-099-60326	\$356.16
0073634	7/7/2020	Jennifer Settingington	AMCTO TRN'G-PMPC CRSE FINAL 01-112-098-60254	\$183.17
0073634	7/7/2020	Jennifer Settingington	AMCTO TRN'G - MAP UNIT 1 50% 01-112-098-60254	\$185.73
0073640	7/7/2020	TSC Stores L.P. (4955)	SPRAYERS - COVID 01-112-360-72057	\$264.56

Town of Kingsville
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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073644	7/7/2020	Windsor Factory Supply	FIRE - MASKS 01-112-360-72057	\$140.70
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-112-099-60327	\$183.17
0073661	7/21/2020	1797465 Ontario Limited	TOWN HALL - 6 MTH PUMPING 01-112-099-60315	\$834.43
0073678	7/21/2020	Chapman Signs	SIGNS - OPEN STREETS 01-112-360-72057	\$4,046.23
0073678	7/21/2020	Chapman Signs	SIGNS - OPEN STREETS 01-112-360-72057	\$267.22
0073679	7/21/2020	Cheema Cleaning Services Ltd	ADDITIONAL CLEANING - COVID 01-112-360-72057	\$4,457.08
0073681	7/21/2020	Cisco Systems Canada Co	WEBEX SUBSCRIPTION-JUL17-AUG16 01-112-360-72057	\$50.03
0073684	7/21/2020	Compugen Finance Inc.	TOWN HALL COPIER LEASE - AUG 01-112-099-60311	\$768.95
0073686	7/21/2020	Culligan Water	WATER COOLER - TOWN HALL 01-112-099-60315	\$30.53
0073686	7/21/2020	Culligan Water	WATER COOLER - TOWN HALL 01-112-099-60315	\$29.08
0073696	7/21/2020	Essex Free Press	AD - KINGSVILLE GRADS 01-112-099-60306	\$122.11
0073697	7/21/2020	Essex Region Conservation Au	3RD QUARTER LEVY - 2020 01-112-420-60950	\$52,111.50
0073702	7/21/2020	Fusion Managed Services	FRONT COUNTER - METER READ 01-112-099-60311	\$27.34
0073708	7/21/2020	Tiffany Hong	AMCTO COURSE - MAP 2 01-112-098-60254	\$371.42
0073714	7/21/2020	Jeffrey J. Hewitt, Lawyer	EXPROPRIATION - METTAWAS 01-112-099-60319	\$1,602.72
0073714	7/21/2020	Jeffrey J. Hewitt, Lawyer	PROF FEES - 183 MAIN ST E 01-112-099-60319	\$2,136.96
0073729	7/21/2020	Monarch Office Supply	OFFICE SUPPLIES - JUNE 2020 01-112-099-60301	\$346.86
0073729	7/21/2020	Monarch Office Supply	OFFICE SUPPLIES - JUNE 2020 01-112-099-60301	\$51.96
0073729	7/21/2020	Monarch Office Supply	OFFICE SUPPLIES - JUNE 2020 01-112-099-60301	\$8.07
0073729	7/21/2020	Monarch Office Supply	OFFICE SUPPLIES - JUNE 2020 01-112-360-72057	\$455.33
0073740	7/21/2020	Ray Bower Appraisal Services I	PROF SERV -RESOLUTION 379-2019 01-112-099-60319	\$1,167.60
0073746	7/21/2020	RKM Awards & Promotional Prc	MASKS FOR STAFF - COVID 01-112-360-72057	\$594.85
0073748	7/21/2020	Royal Benefits Inc	BENEFITS CLAIM - JUNE 2020 01-112-072-60223	\$415.30
0073756	7/21/2020	Shred-It International ULC	RECORDS ARCHIVE DESTRUCTION 01-112-099-60317	\$102.85
0073759	7/21/2020	Melissa Sooley	MAP UNIT 3 - 50% DEP 01-112-098-60254	\$185.72
0073784	7/23/2020	Cogeco	2021 Division Rd N 01-112-099-60327	\$310.05
0073785	7/23/2020	Enbridge Gas Inc.	2021 Division Rd N - Town Hall 01-112-099-60314	\$45.03
0073788	7/23/2020	HYDRO ONE	2021 Division Admin #J027150 01-112-099-60314	\$2,203.53
0073790	7/23/2020	Town of Kingsville (water)	2021 Division Admin 01-112-099-60314	\$58.13

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 112				\$91,116.96
<u>114</u>	-			
0073579	7/7/2020	Kyle Campbell	MILEAGE - JAN - JUN 2020 01-114-099-60400	\$71.19
0073601	7/7/2020	Tony Iacobelli	MOBILE PRINTER INK 01-114-099-60302	\$173.67
0073625	7/7/2020	Perfectmind Inc	MILESTONE SFTWRE CONFIG GOAL 01-114-360-71906	\$1,526.40
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-114-099-60327	\$91.58
0073664	7/21/2020	Applied Computer Solutions Inc	WIRELESS CONTROLLER 01-114-360-72008	\$5,570.12
0073664	7/21/2020	Applied Computer Solutions Inc	T/H & FIRE-WIRELESS ACCESS PTS 01-114-360-72008	\$5,425.76
0073664	7/21/2020	Applied Computer Solutions Inc	ARENA - WIRELESS ACCESS PNTS 01-114-360-72008	\$5,425.76
0073693	7/21/2020	Empire Communications	SWIPE CARDS - BLDG ACCESS 01-114-099-60309	\$1,577.28
0073693	7/21/2020	Empire Communications	SERVICE CALL - ALARM ISSUE 01-114-099-60310	\$111.94
0073710	7/21/2020	Tony Iacobelli	COMPUTER CABLE/BLDG DOCK STN 01-114-099-60302	\$44.97
0073741	7/21/2020	RC Spencer Associates Inc.	FIBRE OPTIC INSTALL 01-114-360-72013	\$946.37
0073769	7/21/2020	The Information Professionals	DOC RETENTION RENEWAL 01-114-099-60309	\$356.16
Total For Department 114				\$21,321.20
<u>120</u>	-			
0073766	7/21/2020	Talbot Street Animal Hospital	CAT VOUCHER PROGRAM 01-120-280-60377	\$75.00
Total For Department 120				\$75.00
<u>121</u>	-			
0073582	7/7/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - JUNE 2020 01-121-099-60341	\$356.16
0073582	7/7/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - JUNE 2020 01-121-099-60341	\$183.17
0073585	7/7/2020	Commercial Truck Equipment C	219 - SERVICE 01-121-099-60316	\$650.72
0073585	7/7/2020	Commercial Truck Equipment C	219 - SERVICE 01-121-099-60316	\$3,079.51
0073595	7/7/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$123.41

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073595	7/7/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$84.93
0073595	7/7/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$81.79
0073595	7/7/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$169.98
0073595	7/7/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$313.58
0073603	7/7/2020	Inland Liferrafts & Marine Limite	FIRE - GLOVES 01-121-099-60756	\$129.85
0073617	7/7/2020	Minister of Finance (Fire)	LGISLATION 19-4 01-121-098-60254	\$65.00
0073619	7/7/2020	M&L Supply	FIRE - HOSE TESTER 01-121-099-60358	\$3,940.24
0073629	7/7/2020	Purolator Courier Service	FIRE - COURIER SERVICES 01-121-099-60305	\$4.08
0073629	7/7/2020	Purolator Courier Service	FIRE - COURIER SERVICES 01-121-099-60305	\$16.56
0073636	7/7/2020	Speedprint Inc.	FIRE - OPEN BURN PERMITS 01-121-099-60317	\$287.40
0073638	7/7/2020	Talbot Marketing Inc.	FIRE - UNIFORMS 01-121-072-60216	\$558.18
0073647	7/8/2020	Allstream Business Inc	Fire Emergency Calls 01-121-099-60327	\$45.79
0073648	7/8/2020	E.L.K. Energy Inc	120 Fox St 01-121-099-60314	\$218.48
0073651	7/8/2020	Gosfield North Communications	Cottam Fire Hall 01-121-099-60327	\$126.46
0073653	7/8/2020	Kingsville Home Hardware	FIRE - GARDEN HOSE 01-121-099-60316	\$60.52
0073653	7/8/2020	Kingsville Home Hardware	FIRE - GARDEN HOSE NOZZLE 01-121-099-60316	\$40.68
0073653	7/8/2020	Kingsville Home Hardware	FIRE - BATTERIES-CDN FLAG 01-121-099-60315	\$32.49
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-121-099-60327	\$203.52
0073665	7/21/2020	B&T Waechter Holdings Ltd (Cc	FIRE - PLATE COVER 01-121-099-60316	\$36.60
0073670 *	7/21/2020	Brisebois Law Office	RFND - 1 FLORIAN INSPECTION 01-121-066-41233	\$100.00
0073680	7/21/2020	Cintas Canada Limited	FIRE - MATS 01-121-099-60315	\$17.84
0073687	7/21/2020	Jeff Dean	FIRE - MINI FRIDGE FOR 124 01-121-099-60316	\$234.04
0073687	7/21/2020	Jeff Dean	FIRE - MINI FRIDGE FOR 220/WTR 01-121-099-60317	\$27.24
0073687	7/21/2020	Jeff Dean	FIRE - MINI FRIDGE FOR 220/WTR 01-121-099-60316	\$240.10
0073688	7/21/2020	DeLage Landen	FIRE COPIER LEASE - AUG 2020 01-121-099-60311	\$137.83
0073699	7/21/2020	Fireservice Management Ltd.	EQUIPMENT REPAIR 01-121-099-60316	\$104.26
0073700	7/21/2020	Firehall Bookstore	FIRE - CODE BOOK 01-121-098-60254	\$150.54
0073701	7/21/2020	Fisher's Regalia & Uniform Ac	FIRE - 30YR PIN VOAKES 01-121-072-60216	\$42.56
0073729	7/21/2020	Monarch Office Supply	OFFICE SUPPLIES - JUNE 2020 06 -121-099-60301	\$18.85

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073748	7/21/2020	Royal Benefits Inc	BENEFITS CLAIM - JUNE 2020 01-121-072-60222	\$1,480.62
0073752	7/21/2020	Sentry Fire Protection Services	FIRE - 5TH YEAR CYLINDER TEST 01-121-099-60316	\$1,366.81
0073757	7/21/2020	Signs by Nommel	FIRE - CAR 1 VEHICLE WRAP 01-121-360-72016	\$900.57
0073761	7/21/2020	Southwest Diesel Service Inc	215 - ANNUAL INSPECTION 01-121-099-60316	\$693.43
0073765	7/21/2020	Stryker Canada ULC	FIRE - INFANT DEFIB PADS 01-121-099-60316	\$256.43
0073768	7/21/2020	Thames Communications Ltd.	FIRE - EQUIPMENT REPAIR 01-121-099-60316	\$116.11
0073771	7/21/2020	Town of LaSalle	QUARTERLY DISPATCHING 01-121-100-60715	\$12,724.54
0073776	7/21/2020	Warkentin Plumbing	FIRE - REPAIR URINAL 01-121-099-60315	\$101.38
0073781	7/21/2020	Xerox Canada Ltd.	XEROX - JUNE 2 - JUNE 25/2020 01-121-099-60311	\$50.36
0073785	7/23/2020	Enbridge Gas Inc.	120 Fox St 01-121-099-60314	\$25.43
0073788	7/23/2020	HYDRO ONE	1720 Division Rd N 01-121-099-60314	\$753.15
0073790	7/23/2020	Town of Kingsville (water)	1720 Division Rd N 01-121-099-60314	\$64.10

Total For Department 121 \$30,415.29

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0073582	7/7/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - JUNE 2020 01-122-099-60341	\$1,922.24
0073582	7/7/2020	Cheema Cleaning Services Ltd	CLEANING SERVICES - JUNE 2020 01-122-099-60341	\$569.86
0073615	7/7/2020	Margie's	CELL CLEANING 01-122-099-60315	\$127.20
0073648	7/8/2020	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$514.12
0073651	7/8/2020	Gosfield North Communications	OPP - Talbot St Cottam 01-122-099-60327	\$121.88
0073680	7/21/2020	Cintas Canada Limited	OPP - MATS 01-122-099-60315	\$94.96
0073680	7/21/2020	Cintas Canada Limited	OPP - MATS 01-122-099-60315	\$94.97
0073680	7/21/2020	Cintas Canada Limited	OPP - MATS 01-122-099-60315	\$94.97
0073686	7/21/2020	Culligan Water	WATER COOLER - OPP 01-122-099-60315	\$35.56
0073686	7/21/2020	Culligan Water	WATER COOLER - OPP 01-122-099-60315	\$35.56
0073712	7/21/2020	John and Michelle Ivanisko	COTTAM OPP LEASE - AUG 2020 01-122-260-60342	\$540.31
0073724	7/21/2020	Margie's	CELL CLEANING 01-122-099-60315	\$127.20
0073743	7/21/2020	Ricoh Canada	OPP - LEASE & COPIES 01-122-099-60315	\$285.72

**Town of Kingsville
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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073785	7/23/2020	Enbridge Gas Inc.	41 Division St S 01-122-099-60314	\$43.32
0073789	7/23/2020	Reliance Home Comfort	41 Division St S 01-122-099-60314	\$41.76
Total For Department 122				\$4,649.63
<u>124</u>	-			
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-124-099-60327	\$239.14
0073695	7/21/2020	ESRI Canada Limited	ADDITIONAL PLL LICENSE 01-124-072-60120	\$743.71
0073710	7/21/2020	Tony Iacobelli	COMPUTER CABLE/BLDG DOCK STN 01-124-072-60120	\$264.57
0073748	7/21/2020	Royal Benefits Inc	BENEFITS CLAIM - JUNE 2020 01-124-072-60222	\$1,178.41
Total For Department 124				\$2,425.83
<u>130</u>	-			
0073571	7/7/2020	Altec Industries Ltd	19-02 - REPAIR BUCKET TRUCK 01-130-099-60316	\$890.40
0073586	7/7/2020	County Wide Tree Service	CLEANUP - STORM 1321 ORCHARD 01-130-099-60426	\$663.98
0073586	7/7/2020	County Wide Tree Service	STUMP REMOVAL-VARIOUS LOCATION 01-130-099-60426	\$732.67
0073586	7/7/2020	County Wide Tree Service	TREE REMOVAL - 21 WINSTON CR 01-130-099-60426	\$417.22
0073590	7/7/2020	Dillon Consulting	RD#11 IRWIN DR - CULVERT 01-130-360-71962	\$15,617.81
0073600	7/7/2020	Chuck Hedge	BOOT ALLOWANCE 01-130-072-60216	\$192.32
0073626	7/7/2020	Phasor Industrial	SERV-ST LIGHTS HORWATH/AUSTINE 01-130-114-60413	\$544.42
0073631	7/7/2020	Queens Auto Supply	PW - COOLANT FOR 11-03 01-130-099-60316	\$36.10
0073631	7/7/2020	Queens Auto Supply	PW - STOCK EXHAUST FLUID 01-130-099-60335	\$146.38
0073635	7/7/2020	SkyMobile	FLEET TRACKING - JULY 2020 01-130-099-60460	\$1,114.27
0073639	7/7/2020	Tintline Window Films	TINT - SWEEPER WINDOWS 01-130-110-60422	\$142.46
0073641	7/7/2020	Walker Aggregates Inc.	SCREENINGS -GRAVEL RD MTCE 01-130-138-60432	\$3,097.00
0073648	7/8/2020	E.L.K. Energy Inc	390 Main St E Traffic Lights 01-130-110-60402	\$53.97
0073648	7/8/2020	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$41.05
0073648	7/8/2020	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$155.65
0073648	7/8/2020	E.L.K. Energy Inc	Street Lights - Kingsville 01-130-114-60412	\$4,807.18

Town of Kingsville
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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073648	7/8/2020	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$120.81
0073648	7/8/2020	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$155.65
0073648	7/8/2020	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$23.71
0073648	7/8/2020	E.L.K. Energy Inc	Street Lights - Cottam 01-130-114-60412	\$981.01
0073650	7/8/2020	Essex Free Press	AD - PESTICIDE USE 01-130-099-60306	\$227.37
0073653	7/8/2020	Kingsville Home Hardware	PW - PATIO PLANTERS PAINT 01-130-099-60456	\$27.66
0073653	7/8/2020	Kingsville Home Hardware	PW - WASH FOR SIGNS 01-130-132-60428	\$23.97
0073653	7/8/2020	Kingsville Home Hardware	PW - MAIN PATIO EDGING 01-130-099-60456	\$96.62
0073653	7/8/2020	Kingsville Home Hardware	PW - RAKE 01-130-099-60357	\$35.60
0073655	7/8/2020	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$2.15
0073655	7/8/2020	HYDRO ONE	Combination All Street Lights 01-130-114-60412	\$1,910.48
0073655	7/8/2020	HYDRO ONE	PW Garage 01-130-099-60314	\$882.36
0073655	7/8/2020	HYDRO ONE	Streetlights - Mucci Dr 01-130-114-60412	\$22.00
0073655	7/8/2020	HYDRO ONE	Streetlights - Regent St 01-130-114-60412	\$28.61
0073655	7/8/2020	HYDRO ONE	Streetlights - Woodland 01-130-114-60412	\$60.42
0073655	7/8/2020	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$2.15
0073658	7/8/2020	TD Canada Trust - RM Visa	TAC GUIDE - TRAFFIC CALMING 01-130-099-60319	\$187.48
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-130-099-60327	\$45.79
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-130-099-60327	\$595.30
0073665	7/21/2020	B&T Waechter Holdings Ltd (Cc	PW - AIR BRAKE STUDY MATERIAL 01-130-098-60254	\$39.80
0073677	7/21/2020	Cedar Creek Landscaping	GRASS CUTTING - JUNE 2020 01-130-141-60429	\$2,014.85
0073685	7/21/2020	County Wide Tree Service	CLEANUP - PINE TREE CRT PARK 01-130-099-60426	\$3,591.11
0073685	7/21/2020	County Wide Tree Service	CLEANUP - STORM RD 3 E 01-130-099-60426	\$442.66
0073685	7/21/2020	County Wide Tree Service	STUMP REMOVAL - 324 BAYVIEW CR 01-130-099-60426	\$162.82
0073692	7/21/2020	Economy Rental Centre	PW - CHAINSAW SHARPENING 01-130-099-60316	\$65.89
0073694	7/21/2020	Ernie's TV and Appliances	PW - A/C UNIT (SHOP) 01-130-099-60315	\$757.09
0073713	7/21/2020	Jeff Shepley Excavating Ltd.	TRUCKING SCREENS - SHOULDER MN 01-130-138-60432	\$1,237.40
0073716	7/21/2020	Kingsville Home Hardware	PW - SMALL TOOLS 13-05 01-130-099-60357	\$89.01
0073716	7/21/2020	Kingsville Home Hardware	PW - PAINT GARBAGE PAILS DTWN 01-130-099-60455	\$59.70

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073716	7/21/2020	Kingsville Home Hardware	PW - PAINT GARBAGE PAILS DTWN 01-130-099-60455	\$4.66
0073716	7/21/2020	Kingsville Home Hardware	PW - PAINT GARBAGE PAILS DTWN 01-130-099-60455	\$9.32
0073721	7/21/2020	Leamington Int. Trucks	15-01 - REPAIR OIL PAN 01-130-099-60316	\$1,580.12
0073738	7/21/2020	Pro Bid Contractors Ltd.	REMOVE BLOCKAGE - LAGOONS 01-130-141-60429	\$903.63
0073738	7/21/2020	Pro Bid Contractors Ltd.	REPAIR STRM SEWER-1341 LYNDON 01-130-141-60429	\$3,785.29
0073738	7/21/2020	Pro Bid Contractors Ltd.	ROAD SIDE DITCH-CAMERON SDRD 01-130-141-60429	\$12,101.80
0073738	7/21/2020	Pro Bid Contractors Ltd.	MOE ORDER - CTY RD 34 01-130-099-60427	\$16,156.48
0073738	7/21/2020	Pro Bid Contractors Ltd.	MOE ORDER - CTY RD 18 01-130-099-60427	\$5,281.48
0073738	7/21/2020	Pro Bid Contractors Ltd.	ROAD CROSSINGS - ROAD 3 01-130-360-72037	\$9,158.39
0073739	7/21/2020	Queens Auto Supply	PW - SHOP TOWELS 01-130-099-60335	\$5.05
0073741	7/21/2020	RC Spencer Associates Inc.	INSPECTION SERV - ESSELTINE DR 01-130-360-71547	\$4,707.04
0073741	7/21/2020	RC Spencer Associates Inc.	ENG SERV -RD 2E RECONSTRUCTION 01-130-360-72024	\$7,698.14
0073749	7/21/2020	Sam's Service Facility	13-05 - SERVICE 01-130-099-60316	\$94.11
0073749	7/21/2020	Sam's Service Facility	11-03 - BRAKES, SERVICE,SAFETY 01-130-099-60316	\$3,580.38
0073753	7/21/2020	Shepley Road Maintenance Ltd	2020 RURAL ROAD PROGRAM 01-130-360-72018	\$50,234.28
0073753	7/21/2020	Shepley Road Maintenance Ltd	2020 RURAL ROAD PROGRAM 01-130-360-72021	\$101,645.51
0073753	7/21/2020	Shepley Road Maintenance Ltd	2020 RURAL ROAD PROGRAM 01-130-360-72020	\$158,629.25
0073753	7/21/2020	Shepley Road Maintenance Ltd	2020 RURAL ROAD PROGRAM 01-130-360-72026	\$40,558.98
0073754	7/21/2020	Sherway Contracting	JASPERSON RD - PPC #1 01-130-360-71925	\$533,469.16
0073762	7/21/2020	Southpoint Publishing Inc	AD - PESTICIDE USE 01-130-099-60306	\$457.92
0073763	7/21/2020	South Western Property Mainte	GR MAIN'T - CREEKVIEW/GOLVIEW 01-130-118-60416	\$61.06
0073770	7/21/2020	Tire Tyme	SWEEPER - TIRE REPAIR 01-130-110-60422	\$120.08
0073774	7/21/2020	Waddick Fuels	PW - DYED DIESEL 01-130-099-60340	\$356.07
0073774	7/21/2020	Waddick Fuels	PW - CLEAR DIESEL 01-130-099-60340	\$669.17
0073774	7/21/2020	Waddick Fuels	PW - GASOLINE 01-130-099-60340	\$845.20
0073775	7/21/2020	Walker Aggregates Inc.	SCREENINGS - GRAVEL RD MTC 01-130-138-60432	\$2,633.70
0073779	7/21/2020	Wolseley Canada Inc	ES/PW-CTCHBSN,VLV BOX, FLAGS 01-130-141-60439	\$1,929.82
0073780	7/21/2020	Wood Environment & Infrastruc	CEDARHURST SUBDIV - PROF SERV 01-130-360-72029	\$1,823.54
0073780	7/21/2020	Wood Environment & Infrastruc	CEDARHURST SUBDIV - PROF SERV 20-130-360-72029	\$4,220.60

**Town of Kingsville
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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073785	7/23/2020	Enbridge Gas Inc.	2021 Division - Garage 01-130-099-60314	\$52.39
0073788	7/23/2020	HYDRO ONE	Combination All Street Lights 01-130-114-60412	\$2,047.00
0073788	7/23/2020	HYDRO ONE	PW Garage 01-130-099-60314	\$605.03
0073788	7/23/2020	HYDRO ONE	Streetlights - Meghan Agosta 01-130-114-60412	\$53.42
0073788	7/23/2020	HYDRO ONE	Streetlights - Queensvalley 01-130-114-60412	\$42.39
0073788	7/23/2020	HYDRO ONE	Streetlights - VillaCanal 01-130-114-60412	\$42.56
0073790	7/23/2020	Town of Kingsville (water)	PW Garage 01-130-099-60314	\$109.86

Total For Department 130 \$1,008,215.23

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0073596	7/7/2020	GFL Environmental Inc	FRONT END SERVICE - COTTAM 01-131-400-60380	\$237.87
0073596	7/7/2020	GFL Environmental Inc	FRONT END SERVIC -CRYSTAL APT 01-131-400-60380	\$237.87
0073596	7/7/2020	GFL Environmental Inc	WASTE COLLECTION - JUNE 2020 01-131-400-60380	\$44,909.80
0073642	7/7/2020	Waste Connections of Canada I	FRONT END SERVICE-PRK ST CONDO 01-131-400-60380	\$487.12
0073703	7/21/2020	GFL Environmental Inc	YARD WASTE COLLECTION - JUNE 01-131-400-60382	\$8,756.81

Total For Department 131 \$54,629.47

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0073648	7/8/2020	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$31.76
0073709	7/21/2020	Hutchins Monuments	GRACELAND - OPENING 01-151-072-60121	\$570.00
0073718	7/21/2020	KnM Yard Care	CEMETARY GRASS CUT - JUN/2020 01-151-072-60120	\$6,768.39
0073785	7/23/2020	Enbridge Gas Inc.	Mill St Cemetery 01-151-099-60314	\$31.17

Total For Department 151 \$7,401.32

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0073569	7/7/2020	AGO Industries Inc.	ARENA CLOTHING 01-170-072-60216	\$157.94
0073611	7/7/2020	Limelight & Electric	ARENA - LIGHTS 01-170-099-60315	\$1,896.87

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073611	7/7/2020	Limelight & Electric	ARENA - LED FIXTURES 01-170-099-60315	\$125.91
0073612	7/7/2020	Loblaw Inc.	ARENA - SUPPLIES 01-170-099-60301	\$75.96
0073616	7/7/2020	Merchant Paper Company	ARENA - SUPPLIES 01-170-099-60335	\$61.98
0073616	7/7/2020	Merchant Paper Company	ARENA - PORTABLE EYE WASH 01-170-099-60347	\$94.50
0073647	7/8/2020	Allstream Business Inc	Arena - Fax/Debit 01-170-099-60327	\$90.00
0073647	7/8/2020	Allstream Business Inc	Carnegie/Arena Elevator 01-170-099-60327	\$45.00
0073655	7/8/2020	HYDRO ONE	Arena Complex 01-170-099-60314	\$3,022.48
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-170-099-60327	\$457.92
0073663	7/21/2020	AGO Industries Inc.	ARENA - CLOTHING 01-170-072-60216	\$577.79
0073663	7/21/2020	AGO Industries Inc.	ARENA - CLOTHING 01-170-072-60216	\$1,031.52
0073663	7/21/2020	AGO Industries Inc.	ARENA - CLOTHING 01-170-072-60216	\$794.96
0073668	7/21/2020	Black & McDonald Limited	ARENA - SEASONAL SHUT DOWN 01-170-099-60316	\$764.20
0073673	7/21/2020	Jacqueline Cabral	RFND - PAVILION RENTAL SEPT4-6 01-170-006-12063	\$586.72
0073682	7/21/2020	Colonial Coffee Co. Ltd	ARENA - COFFEE MAKER 01-170-099-60315	\$365.00
0073686	7/21/2020	Culligan Water	WATER COOLER - ARENA 01-170-099-60301	\$27.95
0073686	7/21/2020	Culligan Water	WATER COOLER - ARENA 01-170-099-60315	\$27.95
0073722	7/21/2020	Loblaw Inc.	OFFICE SUPPLIES 01-170-099-60301	\$30.47
0073722	7/21/2020	Loblaw Inc.	OFFICE SUPPLIES 01-170-099-60301	\$37.98
0073726	7/21/2020	Merchant Paper Company	ARENA - SUPPLIES 01-170-099-60335	\$113.40
0073726	7/21/2020	Merchant Paper Company	ARENA - SUPPLIES 01-170-099-60335	\$475.66
0073727	7/21/2020	Messer Canada Inc.,	ARENA - CYLINDER RENTAL 01-170-099-60340	\$98.32
0073727	7/21/2020	Messer Canada Inc.,	ARENA - PROPANE 01-170-099-60340	\$11.27
0073727	7/21/2020	Messer Canada Inc.,	ARENA - CYLINDER FEE 01-170-099-60340	\$24.00
0073729	7/21/2020	Monarch Office Supply	OFFICE SUPPLIES - JUNE 2020 01-170-099-60301	\$32.10
0073732	7/21/2020	Noble Corporation	ARENA - BATTERIES 01-170-099-60315	\$525.00
0073745 *	7/21/2020	Kelly Rizea	RFND - GROVEDALE RENTAL OCT-10 01-170-006-12063	\$1,000.00
0073772	7/21/2020	Universal Doors Sales & Service	ROLLUP DOOR - ARENA AUD 01-170-099-60315	\$702.00
0073785	7/23/2020	Enbridge Gas Inc.	1741 Jasperson Lane 01-170-099-60314	\$352.48
0073790	7/23/2020	Town of Kingsville (water)	1741 Jasperson Lane 01-170-099-60314	\$23.31

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department			170	\$13,630.64
<u>171</u>	-			
0073573	7/7/2020	Bannerman - Home of Sportstui	BANNERMAN PARTS 01-171-099-60316	\$337.83
0073580	7/7/2020	Capogna Flowers Inc.	HS - FLOWERS 01-171-150-60344	\$65.48
0073587	7/7/2020	Daniher Top Soil Ltd	P&R - SOIL 01-171-099-60337	\$272.97
0073587	7/7/2020	Daniher Top Soil Ltd	P&R - SOIL 01-171-099-60337	\$186.22
0073593	7/7/2020	Economy Rental Centre	P&R - CHAINSAW SHARPENING 01-171-099-60316	\$104.71
0073593	7/7/2020	Economy Rental Centre	P&R - BOBCAT RENTAL 01-171-099-60318	\$261.01
0073605	7/7/2020	Kingsville Equipment Rentals	FIELDS - EQUIP RENTAL 01-171-099-60318	\$45.80
0073608	7/7/2020	Lakeshore Paint & Supply	LINE PAINTER MAINTENANCE 01-171-099-60316	\$546.95
0073614	7/7/2020	Mar-Co Clay Products Inc.	CLAY DIAMONDS - REPAIR KIT 01-171-177-60337	\$774.60
0073627	7/7/2020	Plant Products	P&R - GRASS SEED 01-171-099-60337	\$384.40
0073633	7/7/2020	Ruthven Nursery & Garden Cer	HORT SOCIETY - MULCH 01-171-150-60344	\$254.40
0073633	7/7/2020	Ruthven Nursery & Garden Cer	HORT SOCIETY - MULCH 01-171-150-60344	\$254.40
0073633	7/7/2020	Ruthven Nursery & Garden Cer	HORT SOCIETY - MULCH 01-171-150-60344	\$305.28
0073640	7/7/2020	TSC Stores L.P. (4955)	SPRINKLER SUPPLIES 01-171-176-60315	\$150.03
0073647	7/8/2020	Allstream Business Inc	Park Pavilion 01-171-155-60327	\$48.62
0073647	7/8/2020	Allstream Business Inc	Lions Hall 01-171-159-60327	\$45.00
0073647	7/8/2020	Allstream Business Inc	Carnegie/Arena Elevator 01-171-171-60327	\$52.66
0073648	7/8/2020	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$13.05
0073648	7/8/2020	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$13.05
0073648	7/8/2020	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$12.99
0073648	7/8/2020	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$154.99
0073648	7/8/2020	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$18.18
0073648	7/8/2020	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$362.28
0073648	7/8/2020	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$221.23
0073648	7/8/2020	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$82.67

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073648	7/8/2020	E.L.K. Energy Inc	103 Park St 01-171-135-60314	\$14.10
0073648	7/8/2020	E.L.K. Energy Inc	103 Park St 01-171-135-60314	\$347.84
0073648	7/8/2020	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$13.07
0073648	7/8/2020	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$195.63
0073648	7/8/2020	E.L.K. Energy Inc	169 Cty Rd 34W (Cottam Rotary) 01-171-099-60314	\$28.34
0073649	7/8/2020	Enbridge Gas Inc.	315 Queen St 01-171-155-60314	\$37.37
0073655	7/8/2020	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$26.14
0073657	7/8/2020	Reliance Home Comfort	24 Mill St - Lions Hall 01-171-159-60314	\$24.00
0073660	7/8/2020	Truax Lumber	P&R - CONCRETE MIX FOR SIGNS 01-171-099-60315	\$75.19
0073660	7/8/2020	Truax Lumber	P&R - CONCRETE MIX FOR SIGNS 01-171-099-60315	\$25.06
0073660	7/8/2020	Truax Lumber	P&R - CONCRETE MIX FOR SIGNS 01-171-099-60315	\$100.25
0073661	7/21/2020	1797465 Ontario Limited	PORT RENTALS - BOAT RAMP 01-171-099-60318	\$135.00
0073675	7/21/2020	Capogna Flowers Inc.	HS - PLANTERS 01-171-150-60344	\$818.66
0073675	7/21/2020	Capogna Flowers Inc.	HS - PLANTERS 01-171-150-60344	\$522.03
0073676	7/21/2020	Carrier Truck Center Inc.	P&R - AIR FILTERS 01-171-099-60316	\$94.37
0073677	7/21/2020	Cedar Creek Landscaping	GRASS CUTTING CONTRACT - JUNE 01-171-072-60120	\$13,325.46
0073677	7/21/2020	Cedar Creek Landscaping	GRASS CUTTING CONTRACT - MAY 01-171-072-60120	\$8,370.77
0073685	7/21/2020	County Wide Tree Service	CLEANUP - STORM HAZEL PARK 01-171-099-60339	\$442.66
0073685	7/21/2020	County Wide Tree Service	CLEANUP - STORM METTAWAS PARK 01-171-099-60339	\$442.66
0073685	7/21/2020	County Wide Tree Service	CLEANUP - STORM TRAIN CRT 01-171-099-60339	\$147.55
0073685	7/21/2020	County Wide Tree Service	CLEANUP - SNOW CEDAR ISL PRK 01-171-099-60339	\$524.06
0073685	7/21/2020	County Wide Tree Service	CLEANUP - MILLBROOK PARK 01-171-099-60339	\$405.00
0073698	7/21/2020	Fastenal Canada	P&R - COTTAM PARTS 01-171-176-60315	\$22.20
0073715	7/21/2020	Kelcom Telemessaging	EMERGENCY ELEVATOR LINE 01-171-171-60315	\$51.85
0073716	7/21/2020	Kingsville Home Hardware	P&R - KEYS (COTTAM) 01-171-099-60315	\$8.91
0073723	7/21/2020	LSI Supply Inc	P&R - PARTS 01-171-099-60316	\$26.27
0073733	7/21/2020	Office Solutions Inc	MARINA - CHAIR 01-171-099-60315	\$144.00
0073736	7/21/2020	Practica	DOGGY BAGS 01-171-099-60335	\$285.35
0073755	7/21/2020	Shilson Excavation & Trucking I	SCREENED TOP SOIL-COTTAM PRK 01-171-099-60337	\$508.80

**Town of Kingsville
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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073760	7/21/2020	Southwestern Sales Corp. Ltd.	CEDAR BEACH - GRANULAR STONE 01-171-099-60337	\$457.26
0073760	7/21/2020	Southwestern Sales Corp. Ltd.	MARINA - GRANULAR STONE 01-171-099-60337	\$649.22
0073764	7/21/2020	Southpoint Equipment	P&R - PARK EQUIPMENT 01-171-099-60316	\$23.16
0073773	7/21/2020	Vertechs Elevators Ontario Inc.	ELEVATOR MAINTENANCE-JULY 01-171-171-60315	\$330.72
0073777	7/21/2020	Windsor Factory Supply	P&R - SHOVEL & RAKE 01-171-099-60335	\$150.65
0073784	7/23/2020	Cogeco	37 Beech Street 01-171-172-60327	\$129.95
0073784	7/23/2020	Cogeco	103 Park St 01-171-135-60327	\$119.90
0073785	7/23/2020	Enbridge Gas Inc.	124 Fox St 01-171-176-60314	\$32.23
0073785	7/23/2020	Enbridge Gas Inc.	21 Mill St - Lions Hall 01-171-159-60314	\$22.50
0073785	7/23/2020	Enbridge Gas Inc.	28 Division St S 01-171-171-60314	\$22.90
0073785	7/23/2020	Enbridge Gas Inc.	37 Beech St 01-171-172-60314	\$22.50
0073785	7/23/2020	Enbridge Gas Inc.	315 Queen St 01-171-155-60314	\$22.50
0073785	7/23/2020	Enbridge Gas Inc.	103 Park St 01-171-135-60314	\$22.50
0073788	7/23/2020	HYDRO ONE	1741 Jasperson Lane 01-171-177-60314	\$116.74
0073788	7/23/2020	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$26.08
0073789	7/23/2020	Reliance Home Comfort	315 Queen 01-171-155-60314	\$87.36
0073790	7/23/2020	Town of Kingsville (water)	Cedar Island Public Washrooms 01-171-099-60314	\$85.66
0073790	7/23/2020	Town of Kingsville (water)	ERCA - Park Washrooms 01-171-099-60314	\$109.32
0073791	7/23/2020	Waddick Fuels	P&R - COTTAM FUEL 01-171-099-60340	\$599.04
0073791	7/23/2020	Waddick Fuels	P&R - ARENA FUEL 01-171-099-60340	\$630.30
0073791	7/23/2020	Waddick Fuels	P&R - ARENA FUEL 01-171-099-60340	\$782.80

Total For Department 171 \$36,574.68

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0073581	7/7/2020	Chapman Signs	SIGNS - WASHROOM CLEANING 01-173-099-60315	\$209.00
0073644	7/7/2020	Windsor Factory Supply	MARINA - SUPPLIES 01-173-099-60315	\$42.28
0073647	7/8/2020	Allstream Business Inc	Boat Ramp - 599 Cedar Dr 01-173-099-60327	\$48.62
0073655	7/8/2020	HYDRO ONE	Cedar Beach Marina-W Dock 01-173-099-60314	\$49.58

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073655	7/8/2020	HYDRO ONE	Cedar Island Boat Slips 01-173-099-60314	\$32.03
0073655	7/8/2020	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$32.85
0073655	7/8/2020	HYDRO ONE	Boat Ramp Booth - 599 Cedar Dr 01-173-099-60314	\$36.46
0073658	7/8/2020	TD Canada Trust - RM Visa	MARINA - LIFE RING CABINET 01-173-099-60315	\$475.32
0073750 *	7/21/2020	Jim Scott	RFND - RAMP PASS 01-173-060-40624	\$107.97
0073767	7/21/2020	Technical Standards & Safety	MARINA - FUEL INSPECTION 01-173-099-60315	\$273.86
0073782	7/21/2020	XPlornet Communications Inc	MARINA COMMUNICATIONS - AUG 01-173-099-60327	\$59.99
0073788	7/23/2020	HYDRO ONE	Cedar Beach Marina-W Dock 01-173-099-60314	\$48.86
0073788	7/23/2020	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$137.36
0073790	7/23/2020	Town of Kingsville (water)	Docks - Cedar Island Dr 01-173-099-60314	\$661.96
0073791	7/23/2020	Waddick Fuels	P&R - MARINA FUEL 01-173-099-60383	\$338.87
0073791	7/23/2020	Waddick Fuels	P&R - MARINA SERVICE CALL 01-173-099-60383	\$100.00
0073791	7/23/2020	Waddick Fuels	P&R - MARINA FUEL 01-173-099-60383	\$2,997.73
0073791	7/23/2020	Waddick Fuels	P&R - MARINA FUEL 01-173-099-60383	\$1,577.34

Total For Department 173 \$7,230.08

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0073576	7/7/2020	Big Silver Inc	DRIVE IN MOVIE - JUNE 27 01-175-149-60785	\$1,857.12
0073591	7/7/2020	Dispatch Talent Inc	PERFORMERS - CANADA DAY 2020 01-175-149-60785	\$2,035.20
0073591	7/7/2020	Dispatch Talent Inc	PERFORMERS - CANADA DAY 2020 01-175-149-60785	\$508.80
0073637	7/7/2020	Sweet Memories Bakery	CUPCAKES - CANADA DAY 2020 01-175-149-60761	\$821.71
0073645	7/7/2020	Kelly Wolters	MILEAGE - FEB - JUNE/2020 01-175-099-60400	\$45.16
0073666	7/21/2020	Bell Media Inc (CKLW-AM)	AD - CANADA DAY 01-175-149-60306	\$2,035.20
0073717	7/21/2020	Kingsville Historical Park	MUSEUM SPONSORSHIP - YR 1/5 01-175-099-60681	\$10,000.00
0073778	7/21/2020	Kelly Wolters	CANADA DAY - ARENA DECORATIONS 01-175-149-60771	\$12.21

Total For Department 175 \$17,315.40

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073667 *	7/21/2020	Melissa Beirouti	RFND - HGMV 2020 COVID19 01-177-066-41272	\$150.00
Total For Department 177				\$150.00
<u>180</u>	-			
0073577	7/7/2020	Robert Brown (Employee)	MILEAGE- FEB 28 - MAY 26, 2020 01-180-099-60400	\$104.67
0073590	7/7/2020	Dillon Consulting	NOISE ASSESSMENT - 281 MAIN ST 01-180-099-60326	\$766.56
0073624	7/7/2020	Pearsall Marshall Halliwell & Se	REG OF SPA/06/2020 01-180-099-60326	\$361.02
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 01-180-099-60327	\$45.79
0073729	7/21/2020	Monarch Office Supply	OFFICE SUPPLIES - JUNE 2020 01-180-099-60301	\$40.69
Total For Department 180				\$1,318.73
<u>181</u>	-			
0073662	7/21/2020	Advance Business Systems	BIA COPIES 04-01-20 - 06/30/20 01-181-099-60301	\$7.66
0073783	7/23/2020	Bell Canada	BIA Phone 01-181-099-60327	\$123.39
0073783	7/23/2020	Bell Canada	BIA Internet 01-181-099-60327	\$36.63
0073783	7/23/2020	Bell Canada	BIA Toll Free 01-181-099-60327	\$12.26
0073787	7/23/2020	Kingsville BIA	BIA DOLLARS 10K GIVEAWAY 01-181-099-60306	\$4,000.00
Total For Department 181				\$4,179.94
<u>184</u>	-			
0073599	7/7/2020	Hall Telecommunications Suppl	TEXTNET SERVICE 01-184-099-63300	\$172.99
Total For Department 184				\$172.99
<u>185</u>	-			
0073719	7/21/2020	Laser Art Inc.	MASKS-OPEN STREETS MTN25-2020 01-185-099-63103	\$1,129.53
0073746	7/21/2020	RKM Awards & Promotional Prc	K'VILLE STRONG TSHIRTS-OPEN ST 01-185-099-63103	\$892.43
0073787	7/23/2020	Kingsville BIA	BIA DOLLARS 10K GIVEAWAY 27 -185-099-60628	\$1,500.00

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department			185	\$3,521.96
<u>186</u>	-			
0073671	7/21/2020	Veronica Brown	RESEARCH ASSISTANT - MAR 2020 01-186-099-63200	\$420.00
0073671	7/21/2020	Veronica Brown	RESEARCH ASSISTANT - APR 2020 01-186-099-63200	\$420.00
0073671	7/21/2020	Veronica Brown	RESEARCH ASSISTANT - MAY 2020 01-186-099-63200	\$420.00
0073671	7/21/2020	Veronica Brown	RESEARCH ASSISTANT - JUN 2020 01-186-099-63200	\$420.00
0073683	7/21/2020	Community Heritage Ontario	MEMBERSHIP RENEWAL 2020 01-186-099-60320	\$75.00
Total For Department			186	\$1,755.00
<u>201</u>	-			
0073570	7/7/2020	Allsop Plumbing	BACKFLOW - CERTIFY HYDRANTS 02-201-099-63045	\$81.41
0073570	7/7/2020	Allsop Plumbing	BACKFLOW - ANNUAL TESTING 02-201-180-60405	\$2,022.99
0073584	7/7/2020	comPeters inc.	LOCATE SOFTWARE - JULY 2020 02-201-099-63020	\$381.60
0073589	7/7/2020	Diamond Software Inc.	WTR ESEND - PROJECT MGMT FEE 02-201-360-72010	\$109.39
0073592 *	7/7/2020	Tina Dyck	WTR RFND - 178 ROAD 2 W 02-201-006-12067	\$53.37
0073606	7/7/2020	KTI Limited	SERVICE AGREEMENT - SENSUS 02-201-182-60448	\$2,932.28
0073618 *	7/7/2020	Dale Minnett	WTR RFND - 3039 MCCAIN SDRD 02-201-006-12067	\$48.92
0073620	7/7/2020	Moore Canada Corporation	WATER BILLS 02-201-099-60301	\$220.64
0073622	7/7/2020	Ontario One Call	NOTIFICATIONS - JUNE 2020 02-201-099-63020	\$378.30
0073630	7/7/2020	QMI-SAI Canada Limited	2020 EXTERNAL AUDIT 02-201-099-60319	\$2,442.24
0073644	7/7/2020	Windsor Factory Supply	ES - CURB BOX REPIAR MATERIAL 02-201-180-60403	\$79.17
0073644	7/7/2020	Windsor Factory Supply	ES - HYDRANT PAINT 02-201-099-63045	\$351.07
0073653	7/8/2020	Kingsville Home Hardware	ES - PIPE COMPOUND 02-201-099-60335	\$19.83
0073659	7/8/2020	Telus Mobility	CELL PHONE - JUN 28 - JUL 27 02-201-099-60327	\$320.54
0073674	7/21/2020	Canada Post Corporation	WATER - G/S & KING ARREARS 02-201-099-60303	\$3,482.94
0073677	7/21/2020	Cedar Creek Landscaping	GRASS CUTTING - JUNE 2020 02-201-099-60315	\$1,475.52
0073689	7/21/2020	Diamond Software Inc.	WTR ESEND - ADDITIONAL WORK 02 -201-360-71945	\$109.39

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073691	7/21/2020	DiMenna Excavating	SRV REP - HAZEL, HRTG, CTG GRV 02-201-099-63025	\$1,831.68
0073691	7/21/2020	DiMenna Excavating	SRV REP - VICTORIA, PR ALBERT 02-201-099-63025	\$1,750.27
0073716	7/21/2020	Kingsville Home Hardware	ES - GARBAGE PAILS FOR FLEET 02-201-099-60316	\$20.31
0073731	7/21/2020	Nevan Construction Inc	SUMAC WTRMN REPLACEM'T PPC#1 02-201-360-71953	\$101,795.56
0073737	7/21/2020	Preview Inspections and Consu	BACKFLOW PREVENTION - JUN 2020 02-201-180-60405	\$1,933.44
0073739	7/21/2020	Queens Auto Supply	P&R - FLUIDS 02-201-099-60316	\$9.03
0073739	7/21/2020	Queens Auto Supply	PW - 06-02 BLOWER 02-201-099-60316	\$37.36
0073758 *	7/21/2020	Pennie Simkins	RFND WTR - 1071 SYCAMORE AVE 02-201-006-12067	\$70.56
0073779	7/21/2020	Wolseley Canada Inc	ES - HYDRANT SERVICE 02-201-099-63045	\$1,935.98
0073779	7/21/2020	Wolseley Canada Inc	ES - CENTURY FIRE HYDRANT 02-201-099-63045	\$3,039.11
0073779	7/21/2020	Wolseley Canada Inc	ES/PW-CTCHBSN,VLV BOX, FLAGS 02-201-099-63020	\$1,216.66
0073779	7/21/2020	Wolseley Canada Inc	ES/PW-CTCHBSN,VLV BOX, FLAGS 02-201-099-63040	\$1,003.66
0073779	7/21/2020	Wolseley Canada Inc	ES - HYDRANT HOOKUP FITTINGS 02-201-099-63045	\$911.77

Total For Department 201

\$130,064.99

242 -

0073626	7/7/2020	Phasor Industrial	SERVICE - LAKESIDE LOCATES 02-242-360-71864	\$375.49
0073648	7/8/2020	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$56.21
0073648	7/8/2020	E.L.K. Energy Inc	Bernath Pump Station 02-242-099-60314	\$24.25
0073648	7/8/2020	E.L.K. Energy Inc	67 Heritage Sewage 2 02-242-099-60314	\$2,032.52
0073648	7/8/2020	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$656.39
0073655	7/8/2020	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$69.25
0073655	7/8/2020	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$89.24
0073655	7/8/2020	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$401.81
0073655	7/8/2020	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$247.75
0073655	7/8/2020	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$15,471.39
0073655	7/8/2020	HYDRO ONE	1902 Heritage Rd Pump 5 02-242-099-60314	\$54.15
0073655	7/8/2020	HYDRO ONE	18 Hwy Lane Sewage Lagoon 02-242-099-60314	\$124.45

**Town of Kingsville
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0073655	7/8/2020	HYDRO ONE	Forcemain over Bridge 02-242-099-60314	\$26.08
0073660	7/8/2020	Truax Lumber	ES - HARD HAT 02-242-360-71864	\$23.39
0073677	7/21/2020	Cedar Creek Landscaping	GRASS CUTTING - JUNE 2020 02-242-099-60315	\$91.58
0073690	7/21/2020	Dillon Consulting	K'VILLE SAN SYS - MASTER PLAN 02-242-360-71357	\$3,345.10
0073690	7/21/2020	Dillon Consulting	LAKESIDE PARK - TRUNK SAN. 02-242-360-71864	\$6,755.12
0073707	7/21/2020	Henry Heyink Construction	LAKESIDE PARK - TRNK SAN PPC#1 02-242-360-71864	\$407,171.96
0073734	7/21/2020	Ontario Clean Water Agency	ENBRIDGE - APR 20-MAY 15/2020 02-242-099-60314	\$1,035.06
0073734	7/21/2020	Ontario Clean Water Agency	OPERATIONS & MAINT - JUNE 2020 02-242-320-64360	\$84,489.69
0073734	7/21/2020	Ontario Clean Water Agency	SCUM BOX HEATER FOR CLARIFIER 02-242-360-72054	\$6,437.38
0073734	7/21/2020	Ontario Clean Water Agency	OPERATIONS & MAINT - JULY 2020 02-242-320-64360	\$84,489.69
0073788	7/23/2020	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$69.96
0073788	7/23/2020	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$75.24
0073788	7/23/2020	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$255.25
0073788	7/23/2020	HYDRO ONE	1460 Road 2 East Pump 02-242-099-60314	\$1,166.36

Total For Department 242 \$615,034.76

243 -

0073590	7/7/2020	Dillon Consulting	COTTAM SAN SEWAGE UPGRADE 02-243-360-71950	\$11,877.52
0073648	7/8/2020	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$252.28
0073648	7/8/2020	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$37.25
0073648	7/8/2020	E.L.K. Energy Inc	16 whitewood (Behind) 02-243-328-64365	\$38.93
0073648	7/8/2020	E.L.K. Energy Inc	168 Cty Rd 27 N - Lagoon 02-243-099-60314	\$148.97
0073651	7/8/2020	Gosfield North Communications	Pump House Alarm 02-243-099-60327	\$48.15
0073734	7/21/2020	Ontario Clean Water Agency	OPERATIONS & MAINT - JUNE 2020 02-243-320-64360	\$6,175.42
0073734	7/21/2020	Ontario Clean Water Agency	LAGOON BANK REHABILITATION 02-243-360-72056	\$66,608.80
0073734	7/21/2020	Ontario Clean Water Agency	OPERATIONS & MAINT - JULY 2020 02-243-320-64360	\$6,175.42

Total For Department 243 \$91,362.74

**Town of Kingsville
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
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* Note GST Rebate details are omitted, but are included in the totals

\$2,251,692.20



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

Date: August 6, 2020
To: Mayor and Council
Author: G.A. Plancke / Director of Municipal Services
RE: 351 Lakeview Avenue Request for Consideration
Report No.: MS 2020-35

AIM

To reinforce existing the requirements of the Town's Development Standards Manual.

BACKGROUND

Municipal Services was contacted by the owner of the new home currently under construction at 351 Lakeview Avenue.

The resident advises that the orientation of the new home does not coincide with the existing driveway approach and was inquiring what steps could be taken to construct a second supplementary driveway approach from Lakeview Avenue.

Cited directly from the current Town Development Standards Manual is the provision addresses supplemental driveways in a residential area.

4.1.5 DRIVEWAYS

Only one driveway per lot will be permitted for single unit dwellings. The only exclusion is for properties with frontage on two separate roadway. In this case they are permitted a driveway approach from each roadway.

DISCUSSION

351 Lakeview is currently being constructed as a single family dwelling. The current placement of the existing driveway approach supports a western driveway orientation on the lot which is what was requested by the previous owner during the reconstruction of Lakeview Ave a few years ago. The resident is requesting a second driveway approach which supports the current orientation of the new construction with the garage placed to the east.

The resident has been advised of the Town standard, and during that conversation inquired about process to close and restore the western driveway approach and constructing a new eastern driveway approach. As this is consistent with Town Standard, this would be permitted provided a new Entrance & Encroach Permit application for that work was filed with Municipal Services.

Further discussion led to the resident advising that his landscape plans were already complete which calls for a “U” shaped driveway with two (2) separate driveway approaches. It was relayed to the resident that administrative approval for this type of consideration is limited to the stipulations listed in the approved standard.

The resident was further advised that this would not be permitted as per the Town Development Standards Manual which is approved through Council. The Town receives many similar requests annually, and in all cases the approved Development Standards Manual is cited as the justification for denials. Should he wish to pursue the matter, he would be required to make a delegation request to Council to request consideration for the variance from the Standard, as it may set precedent for similar considerations.

The resident was also advised to submit any and all data to support his request, as this request would need to stand apart from the many received through Municipal Services for similar consideration, including concept plans, landscape plans, area notation, and reference to any other residential properties on the street with a similar driveway configuration as that requested.

The resident further inquired what the percentage of these type of requests was approved through Council, and was advised that most that are declined for a second driveway by Municipal Services based on Town standard, do not take the steps to request consideration from Council, and that it would be improper for me to advise what the likelihood of consideration would be.

LINK TO STRATEGIC PLAN

To become a leader in sustainable infrastructure renewal and development.

FINANCIAL CONSIDERATIONS

None

CONSULTATIONS

Municipal Services
Administration Management Group

RECOMMENDATION

That Council deny the request of the owner of 351 Lakeview Ave for a second driveway approach from Lakeview Avenue consistent with the requirements listed in the Town’s Development Standards Manual under Section 4.1.5 DRIVEWAYS.

G.A. Plancke

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



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

Date: August 17, 2020
To: Mayor and Council
Author: Tim Del Greco, Manager of Municipal Services
RE: 2020 Bridge Program Tender Results
Report No.: MS2020 – 12

AIM

To award a tender for replacement of the Road 11 Irwin Drain Culvert.

BACKGROUND

Biennial inspection of bridges and culverts with a span equal to or exceeding 3.0 meters in length is mandated by the Public Transportation and Highway Improvement Act. In 2019, AUE Structural was procured to facilitate such inspection within the Town of Kingsville. Following inspection, a report was generated for each bridge and culvert indicating current condition ratings, recommendations for rehabilitation or replacement if required, and an estimation of costs for any recommended works.

DISCUSSION

Road 11 Culvert over Irwin Drain is a corrugated steel pipe built in the year 2000 and measures 25.4 meters in length and 3.5 meters in width. A map of the culvert location is attached in Appendix A for your reference. The 2019 bridge inspection report indicates the following deficiencies:

- Medium to severe corrosion
- Cracking
- Separation and fill infiltration
- Deformation

Based on the above conditions, the engineer's recommendation is to remove and replace the culvert.

Dillon Consulting was retained in 2019 to begin preparation of the necessary drawings, specifications, and tender documents. The final tender package seeking culvert replacement was advertised to the public on July 27th, 2020 with a closing date of August 7th, 2020. The results (excluding HST) of the top three are as follows:

Contractor/Vendor Name	Bid
D'Amore Construction (2000) Ltd.	\$ 446,773
Nevan Construction Inc.	\$ 469,025
Sterling Ridge Infrastructure Inc.	\$ 482,200

D'Amore Construction 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. Dillon Consulting also conducted a review of the tender results (see Appendix B) and have provided the same endorsement of D'Amore Construction.

LINK TO STRATEGIC PLAN

To become a leader in sustainable infrastructure renewal and development.

FINANCIAL CONSIDERATIONS

\$630,000 is approved in the capital budget for engineering and construction. It is estimated that \$520,000 (excluding HST) will be expensed towards this project should Council award construction.

Essex County is responsible for approximately \$40,000 of the above costs per the latest Drainage Report for the Irwin Drain.

CONSULTATIONS

Kingsville Municipal Services
Dillon Consulting

RECOMMENDATION

That Council award the Road 11 Irwin Drain Culvert tender to D'Amore Construction (2000) Limited in the amount of \$446,773 (excluding HST) and authorize the Mayor and Clerk to execute the requisite agreement.

Tim Del Greco

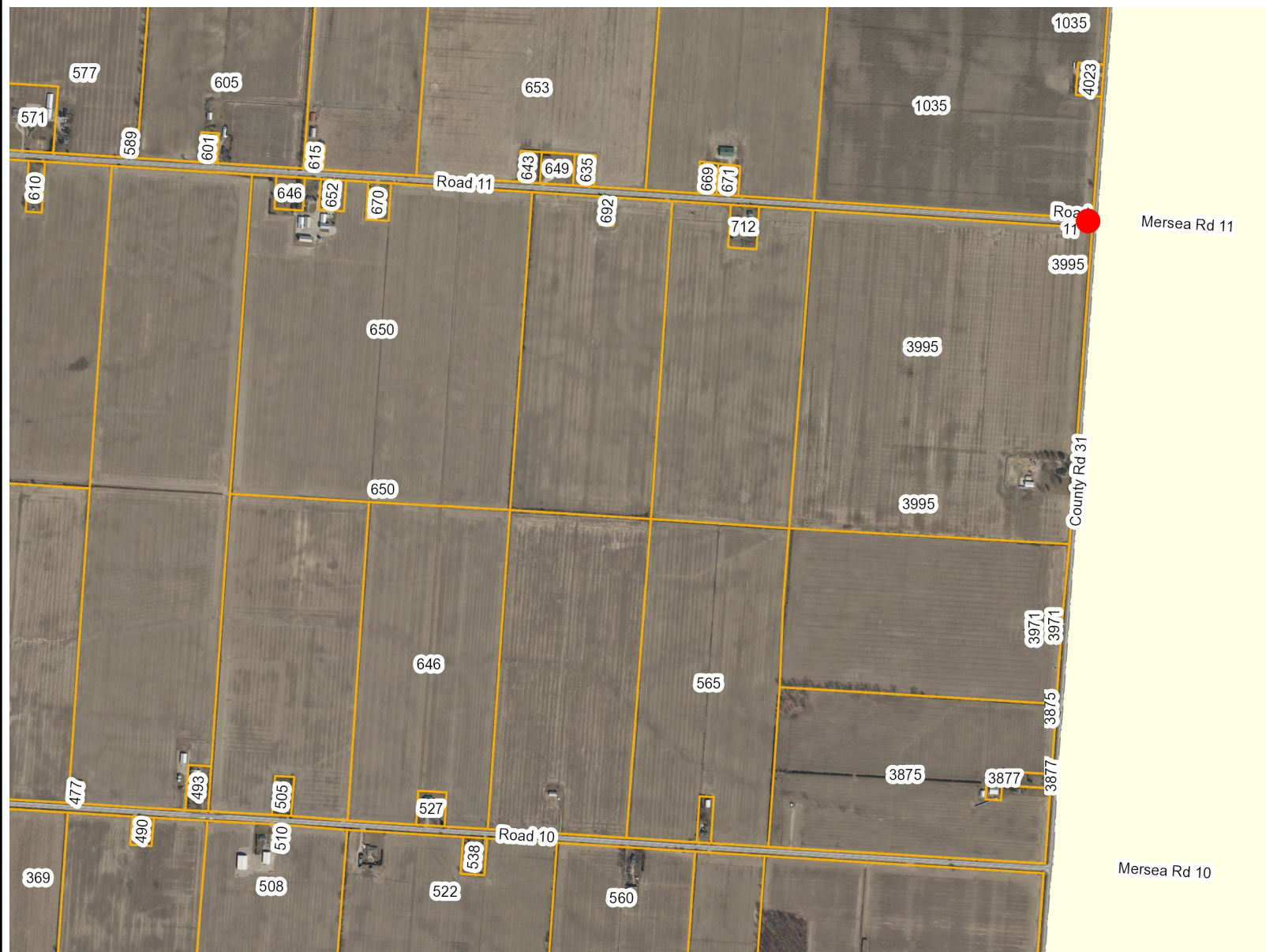
Tim Del Greco, P.Eng
Manager of Municipal Services

G. A. Plancke

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



Kingsville Mapping



Legend

Essex Municipalities

<all other values>

Kingsville

Street

Severance

Kingsville Assessment

Notes

Enter Map Description

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

0 213.50 427.0 Meters

1: 12,808



8/17/2020

Appendix B



Our File: 19-1745 (Corr.)

August 10, 2020

SENT VIA EMAIL

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

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

Road 11 Irwin Drain Culvert in the Town of Kingsville
Summary of Tender Results

Seven tenders were received on August 7, 2020, for this project. The tender results are summarized as follows:

Tenderer	Total Tender Price (Excluding Applicable Taxes)
D'Amore Construction (2000) Ltd.	\$446,773.00
Nevan Construction Inc.	\$469,025.00
Sterling Ridge Infrastructure Inc.	\$482,200.00
Matassa Incorporated	\$483,668.01
Rudak Excavating Inc.	\$487,200.00
J & J Lepera Infrastructures Inc.	\$490,300.00
South Shore Contracting of Essex County Inc.	\$524,475.00

There were no irregularities identified in the tenders received for this work.

We are of the understanding that all Tenderers submitted the required Bid Bond which you have retained. We are also of the understanding that all Tenderers acknowledged receipt of the Addendum No. 1.

We have confirmed with Ron Davie of D'Amore Construction (2000) Ltd. that D'Amore Construction (2000) Ltd. is prepared to proceed with this project in accordance with the Contract Documents and their tender submission.

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

Dillon Consulting
Limited

Corporation of the Town of Kingsville
Page 2
August 10, 2020



Based on their lowest tender submission, we recommend that the tender be awarded to D'Amore Construction (2000) Ltd. for the Total Tender Price of \$446,773.00 (excluding applicable taxes).

Yours sincerely,

DILLON CONSULTING LIMITED

Wayne Ormshaw, P.Eng.,
Project Manager

WAO:d



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

Date: August 6, 2020

To: Mayor and Council

Author: G.A. Plancke / Director of Municipal Services

RE: Road Use Encroachment Agreement – Red Sun Farms Ontario Limited.

Report No.: MS 2020-36

AIM

To inform and recommend to Council that the Town enter into a Road Use Encroachment Agreement with Red Sun Farms Ontario Limited, for the purpose of constructing, and maintaining a Private Sewage Line within Town road allowances to service Red Sun Farms Ontario Limited. located at 1233 Road 4 E (CR 18), and to recommend that the Town enter into an Agreement with the Province of Ontario for permission to cross the Kings Hwy # 3 road allowance for the purpose of placing infrastructure.

BACKGROUND

The owners of Red Sun Farms Ontario Limited retained Dillon Consulting to design and draft plans for a new Private Sewage Line to support their greenhouse development as part of their amended site plan. (See attached plan 18-6970).

Their intention is to construct a private sewer system to service two separate properties, then pump that sewage through two (2) 4" (100mm) sewage force mains from their site southerly, through an easement across private lands, and under Hwy # 3 though another easement across private lands to Road 3 E. where the force mains will connect to the top end of the municipal sanitary sewer system within the Town Right of Way (R.O.W.). A running distance of approximately 1000m.

DISCUSSION

Red Suns Farms Ontario Limited is a new greenhouse development located on the northwest corner of Road 4 E (CR18) and the Graham Sideroad.

They have explored various options for onsite treatment, and have concluded that pumping their sewage into the Town sanitary sewer system is the most practical and cost effective strategy in order to comply with provincial regulation. In order to facilitate, and accommodate a new Private Sewage Line within the municipal road allowances, a Road Use Encroachment Agreement is required between the Town and Red Sun Farms Ontario Limited in order to place private infrastructure within the public (Town) road allowance. Additionally, because the proposed running line crosses beneath Kings Hwy # 3, a separate Agreement between the Town of Kingsville and the Province of Ontario is required in order for private infrastructure to cross under the Provincial road allowance. The Province will only enter into such agreements with lower tier public organizations and will not entertain an Agreement with a private party.

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

The Province of Ontario has also prepared an Agreement, which provides authorization for the Town to place infrastructure under and across the Provincial road allowance, which in turn provides the municipality the option to permit private infrastructure within the Provincial road allowance under the provision that the municipality is ultimately responsible. (See attached Agreement CM20 0006) This agreement is required to be executed prior to the issuance of an MTO Encroachment Permit, which is considered permission to proceed to construct within the provincial road allowance.

LINK TO STRATEGIC PLAN

Support growth of the business community.

To become a leader in sustainable infrastructure renewal and development.

FINANCIAL CONSIDERATIONS

No financial impact to the Town at this time.

Red Sun Farms is to supply a separate \$25,000 security for each of the three (3) road crossings. A total of \$75,000 is to be collected as security as per this agreement.

CONSULTATIONS

Municipal Services

Corporate Services

Development & Planning Services

Administration Management Group

Dillon Consulting

Red Sun Farms Ontario Limited

MTO - West Region - Highway Corridor Management

RECOMMENDATION

That Council enters into a Road Use Agreement with Red Sun Farms Ontario Limited for the construction, maintenance, and operation of a Private Sewage Line within the Town road allowances as stipulated in the conditions listed within the document titled Road Use Encroachment Agreement between the Corporation of the Town of Kingsville, and Red Sun Farms Ontario Limited. and,

Further That Council enter into an Agreement with the Her Majesty The Queen in Right of the Province of Ontario, Represented by the Minister of Transportation for the Province of Ontario (Reference No. CM20 0006) in order for private infrastructure to cross under Kings Hwy # 3; and,

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

G.A. Plancke

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

BETWEEN:

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

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

1. Definitions

- 1.1. “As-constructed Drawings” shall mean the drawings signed and sealed by a licenced Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;
- 1.2. “Highway” shall mean Highway 3 under the jurisdiction and control of MTO in Essex County, designated as Controlled Access Highway;
- 1.3. “Location” shall mean the area of the Highway 3 at station 15+950 on ETR 116-3/17-0;
- 1.4. “Plant” shall mean a 300mm diameter DR 17 HDPE casing housing 2-100mm sanitary force mains and 1- 100mm spare line as shown in the Highway 3 Crossing Plan and Profile: Project No. 18-6970: Sheet No. 14 and 16, as illustrated in Schedule “A”;
- 1.5. “PTHIA” shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time.

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

3. Maintenance and Repair

- 3.1 The Municipality, under the terms of this Agreement, is hereby deemed to be under an obligation to effect, and shall effect at no cost to MTO, all required maintenance and repair to the Plant according to the standards of the Municipality, any other agencies as required for their approvals, and to the satisfaction of MTO. The Municipality, at no cost to MTO, shall keep the area of the Highway occupied by the Plant in a neat and tidy condition according to the standards of the Municipality, any other agencies as required, and to the satisfaction of MTO. The Municipality shall also obtain the necessary approvals/permits from MTO for all required maintenance and repair to the Plant.
- 3.2 In the case of maintenance and repair (emergency or otherwise), all costs associated with the repair of MTO infrastructure as a result of this activity shall be borne by the Municipality. Further, MTO will coordinate and implement the required traffic management and infrastructure repair in accordance with MTO standards in consultation with the Municipality, at the cost of the Municipality.

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

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

- A. The Municipality shall give MTO oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;
 - B. All work shall be completed to the satisfaction of MTO, in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014); and
 - C. MTO shall not be liable to the Municipality for any costs or damages incurred by the Municipality as a result of undertaking the required emergency repairs.
- 4.7. Nothing under paragraphs 4.1 to 4.6 shall be construed as lessening the obligation of the Municipality to MTO under the paragraph 9.1 indemnity.

5. **Insurance**

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

6. **Addresses**

- 6.1. The address of the Municipality for the purposes of this Agreement, unless the Municipality otherwise advises in writing, is:
- Municipal Services
The Corporation of the Town of Kingsville
2021 Division Road
Kingsville, ON
N9Y2Y9

Attention: Director of Municipal Services
Tel. (519)-733-2305
- 6.2. The address for MTO for the purposes of this Agreement, unless MTO otherwise advises in writing, is:
- Highway Corridor Management
Ministry of Transportation
659 Exeter Road
London, ON
N6E 1L3

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

7. **Warranty**

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

8. **MTO Encroachment Permit**

- 8.1. Upon execution of this Agreement, MTO will issue to the Municipality a MTO encroachment permit under section 38(2)(a) of the PTHIA. The terms and conditions of this permit are contained in Schedule 'B' of this Agreement.

- 8.2. A copy of this Agreement, including Schedule “A” and Schedule “B”, shall be attached to any future permit issued under PTHIA to the Municipality with respect to the Plant. Any such permit shall reference the same forming part of the terms and conditions of the permit.

9. Indemnification

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

10. Compliance with Laws

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

11. Assignment

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

12. Binding Agreement

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

IN WITNESS OF ALL contained in this Agreement:

THE CORPORATION OF THE TOWN OF KINGSVILLE

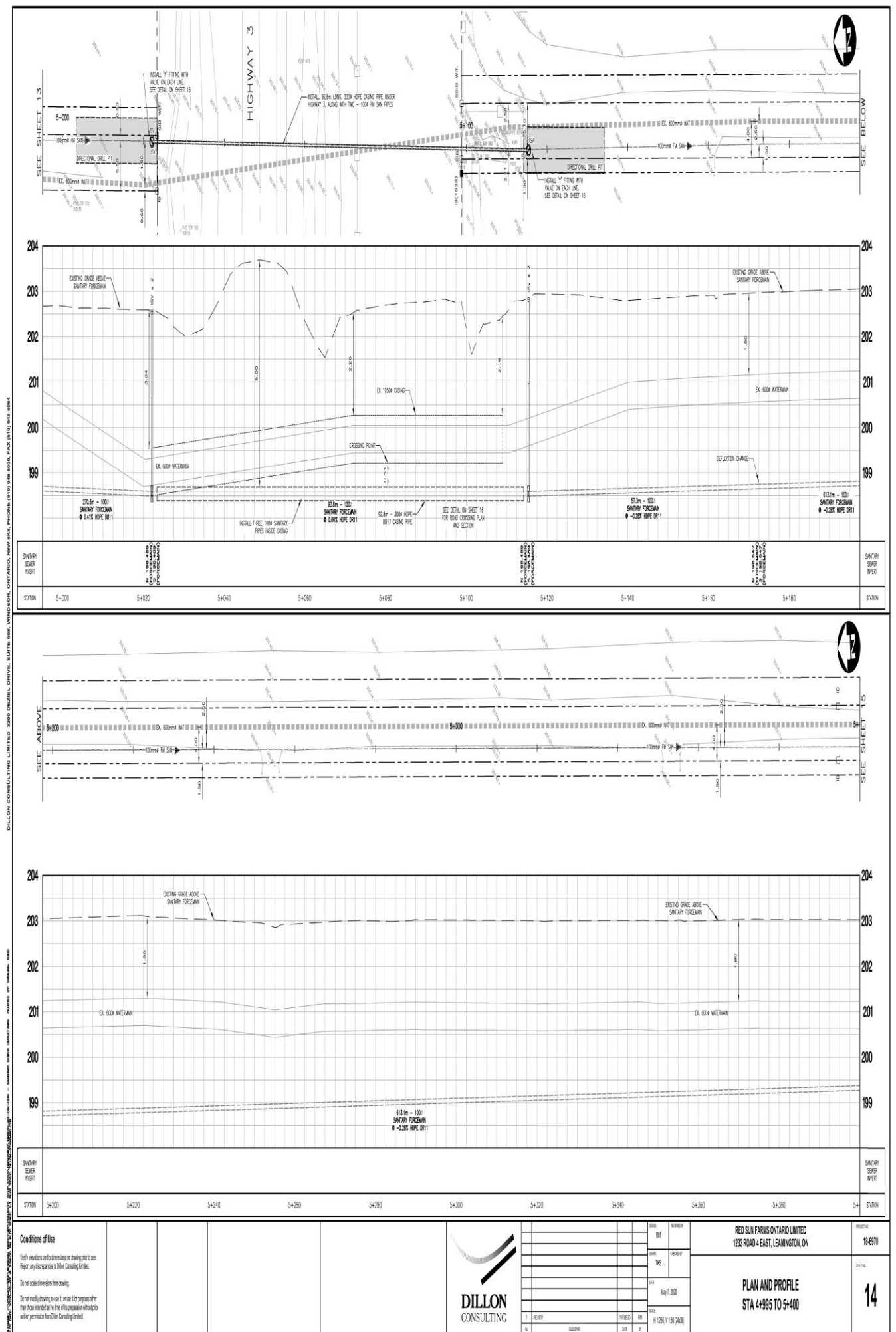
Mayor, Town of Kingsville
Nelson Santos

Clerk, Town of Kingsville
Jennifer Astrologo

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

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

SCHEDULE "A"



Area-Velocity Flow Meter

For Open Channels and Pipes - No Flume or Weir Required

Area Velocity Flow Meter

Model AFM 5.0



Measures Velocity + Level in Manhole Pipes with an Ultrasonic Sensor

Area Velocity Flow Meter
Measures Velocity + Level in Manhole Pipes with an Ultrasonic Sensor

GREYLINE

AFM 5.0 Specifications

General Specifications
Designed AFM 5.0 Area Velocity Flow Meter
Measures Velocity + Level in Manhole Pipes with an Ultrasonic Sensor

Dimensions
Overall Dimensions: 100mm x 100mm x 100mm
Weight: 1.5 kg

Operating Conditions
Temperature: -20°C to 60°C
Humidity: 0% to 100% RH

Ultrasonic Flow Monitor for Partially Filled Pipes & Open Channels

Ultrasonic Flow Monitor

Model AFM 5.0



Measures Velocity + Level in Manhole Pipes with an Ultrasonic Sensor

Ultrasonic Flow Monitor
Measures Velocity + Level in Manhole Pipes with an Ultrasonic Sensor

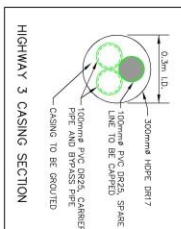
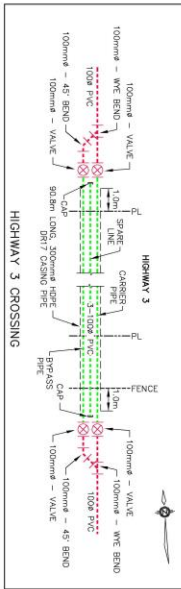
GREYLINE

AFM 5.0 Specifications

General Specifications
Designed AFM 5.0 Area Velocity Flow Meter
Measures Velocity + Level in Manhole Pipes with an Ultrasonic Sensor

Dimensions
Overall Dimensions: 100mm x 100mm x 100mm
Weight: 1.5 kg

Operating Conditions
Temperature: -20°C to 60°C
Humidity: 0% to 100% RH



Conditions of Use
The flow meter is designed for use in open channels and pipes. It is not suitable for use in closed pipes or in channels with high turbulence.

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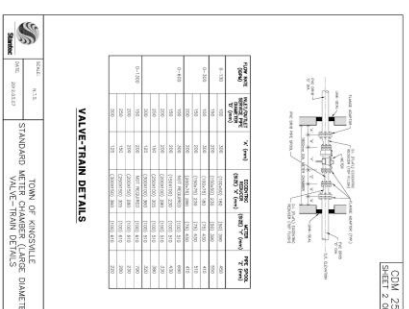
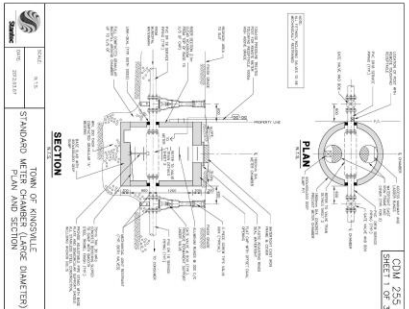
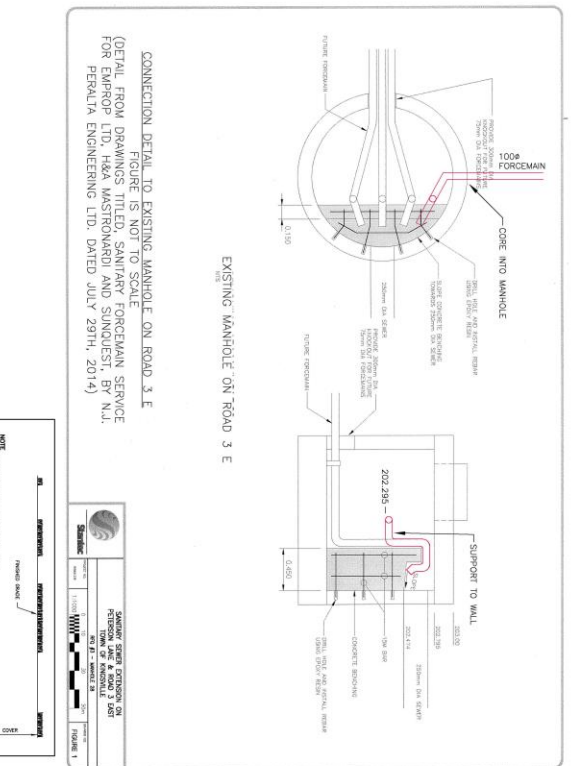
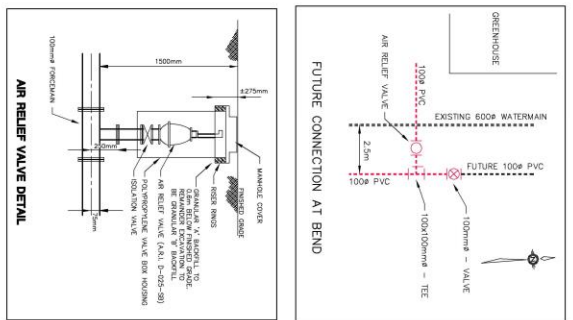
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ITEM	QTY	UNIT	DESCRIPTION
1	1	EA	MANHOLE COVER
2	1	EA	MANHOLE FRAME
3	1	EA	MANHOLE RING
4	1	EA	MANHOLE LINER
5	1	EA	MANHOLE BASE
6	1	EA	MANHOLE GROUND

ITEM	QTY	UNIT	DESCRIPTION
1	1	EA	MANHOLE COVER
2	1	EA	MANHOLE FRAME
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5	1	EA	MANHOLE BASE
6	1	EA	MANHOLE GROUND

DILLON CONSULTING

ITEM	QTY	UNIT	DESCRIPTION
1	1	EA	MANHOLE COVER
2	1	EA	MANHOLE FRAME
3	1	EA	MANHOLE RING
4	1	EA	MANHOLE LINER
5	1	EA	MANHOLE BASE
6	1	EA	MANHOLE GROUND

**RED SUN FARMS ONTARIO LIMITED 1233 ROAD 4 EAST 3
SUNBRITE FOOD INC. 1532 COUNTY RD 34, KINGSVILLE ON**

DETAILS

SCHEDULE "B"

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

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

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

The Applicant shall also notify the MTO Corridor Management Officer, **Michael Kilgore by E-mail: Michael.Kilgore@ontario.ca** one (1) week **PRIOR** to commencing any work.

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

2. The applicant and their contractor(s) are responsible for all safety precautions and shall assume all liability for accidents. Two-way traffic must be maintained with a minimum of disruption at all times unless arrangements have been approved by the ministry. Traffic safety measures must be taken in accordance with the **Ontario Traffic Manual, Book 7, January 2014.**
3. **For MTO electrical locates please call 1-800-265-6072.**
4. No Material and Equipment shall be stored within 7.0m (23') of the travelled portion of any roadway.
5. No excavation is permitted within 3 m (10') of edge of pavement or back of curb. Excavations must be backfilled or fully enclosed/protected when unattended. All augured/directional bores shall have a one year performance warranty against heaving/settlements.
6. No excavating of the highway roadbed will be allowed for the purpose of recovering a boring device or underground piercing tool.
7. No torpedoes will be allowed for highway undercrossings.
8. Highway shoulders which are disturbed as a result of an installation will be restored by the Applicant with material as specified by the Ministry, at the applicant ' s expense, and to the satisfaction of the Ministry.
9. Pavement surfaces which become damaged as a result of an installation will be repaired by the Applicant as specified by the Ministry, at the applicant ' s expense, and to the satisfaction of the Ministry.
10. Affected areas to be restored to the original condition or better at no cost to the Ministry. All disturbed areas to be top-soiled, seeded or sodded as required. All disturbed ditches to be restored with at least four rows of sod placed in the bottom.
11. Any damage to trees, shrubs, ditches, grass areas shall be repaired or replaced by the Applicant, at the discretion of this Ministry. No trenching and/or plowing will be permitted within "Drip Line" of trees, without prior approval.
12. The Applicant is responsible for all damages to any existing utilities and/or encroachments during the installation. The Applicant is advised to contact the owner(s) of such, for location prior to commencing work.
13. The Applicant shall give the Ministry's district/Area Office written notice of completion of work, and of any changes made during construction. Any changes to the alignment of the installation beyond 0.5 m must have Ministry approval.
14. Work must be started within six (6) months of the date the permit is issued, or the permit becomes null and void.
15. This Permit may be temporarily revoked as result of the ministry wishing to carry out construction or other works in the area or for any other reasons, for any works carried out by the applicant under this permit.
16. The applicant must contact other agencies and municipalities (ie: conservation authorities, ministry of the environment, municipal drainage superintendent, etc.) as required, for their approvals.
17. All work performed within the right-of-way shall be done in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act.
18. Utility poles and anchors shall be located in accordance with the Desirable Clear Zone requirements outlined in the latest MTO Roadside Design Manual.
19. The applicant shall co-ordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time. The applicant is

responsible for notifying the issuer of this permit if they become aware of this situation.

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



NOTIFICATION OF FIELD WORK OPERATIONS

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

Revision # _____

Page

ROAD USE ENCROACHMENT AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of August 2020

B E T W E E N:

THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter referred to as the “**Town**”)

OF THE FIRST PART

-AND-

RED SUN FARMS ONTARIO LIMITED.
(hereinafter referred to as the “**Owner**”)

OF THE SECOND PART

WHEREAS:

- A.** Her Majesty The Queen In Right Of The Province Of Ontario,
Represented By The Minister Of Transportation For The Province Of
Ontario (the “**MTO**”), represents that it is the owner of the lands described
as Highway 3 under the jurisdiction and control of MTO in Essex County,
designated as a Controlled Access Highway (the “**Highway**”);
- B.** The Owner has requested the permission of the Town, insofar as it may
lawfully do so, to authorize the Owner to construct a 300mm diameter DR
17 PE casing housing 2-100mm sanitary force mains as shown in the
Highway 3 Crossing Plan and Profile: Project No. 18- 6970: Sheet No. 14,
a 150mm diameter SDR 35 PVC gravity sewer crossing under Graham
Sideroad Crossing Plan and Profile : Project 18-6970 Sheet 8, and a
100mm diameter SDR 35 PVC forcemain running within the Road 3 E
road allowance Plan and Profile : Project 18-6970 Sheet 15 as illustrated
in Schedule “A” (the “**Watermain Line**”), under, along, over, through or
across a road allowance, municipal land, or municipal infrastructure under
jurisdiction of the Town;

- C. The proposed location of the Watermain Line shall also cross the Highway under the jurisdiction of the MTO, and the Owner must obtain the consent of the MTO with respect to same;
- D. The MTO will only enter into an agreement with the Town with respect to the construction, maintenance, repair and replacement of the Watermain Line, which agreement is dated the ____ day of _____, 2020 (the “**MTO Agreement**”), a copy of which is attached hereto as Schedule “B”;
- E. The Owner must enter into an agreement with the Town to indemnify and save harmless the Town for all losses, costs, and damages in relation to the construction, maintenance, repair and replacement of the Watermain Line, including but not limited to the Town’s obligations to the MTO under the MTO Agreement;
- F. By entering into this Agreement with the Town, the Owner agrees to perform any and all obligations and liabilities of the Town as set forth in the MTO Agreement, and bear any and all costs in relation thereto; and,
- G. The parties hereto deem it expedient to enter into this Agreement to give effect to the Owner’s proposal of constructing the Watermain Line.

NOW THEREFORE IN CONSIDERATION of the undertakings and agreement hereinafter expressed and upon the terms hereinafter set forth, the Town and Owner mutually covenant and agree as follows:

1. In this Agreement the following words shall have the following meanings:
 - (a) “As-Constructed Drawings” shall mean the drawings signed and sealed by a licensed Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;

- (b) “Location” shall mean the area of the Highway 3 at station 15+950 on ETR 116- 3/17-0, as referenced in the MTO Agreement;
- (c) “MTO” means Her Majesty The Queen In Right Of The Province Of Ontario, Represented By The Minister Of Transportation For The Province Of Ontario;
- (d) “Municipal Infrastructure” means the basic physical and organizational structure and facilities (e.g. buildings, roads, sanitary sewers, storm sewers, water lines, municipal drains etc.) under the jurisdiction of the Town;
- (e) “Municipal Land” means any and all real property under the jurisdiction or control of the Town;
- (f) “PTHIA” shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time;
- (g) “Town” means The Corporation of the Town of Kingsville;
- (h) “Owner” means Red Sun Farms Ontario Limited. who is liable in connection with this Agreement and the MTO Agreement, and who owns the property known municipally as 2173 Road 4 E;
- (i) “Crossing Plan and Profile” means Project No 18-6970 prepared by Dillon Consulting attached hereto and marked as Schedule “A”;
- (j) “Director of Municipal Services” means the Director of Municipal Services for the Town, or designate;
- (k) “Road” or “Road Allowance” means a municipal road allowance or public highway under the jurisdiction of the Town and shall include not only the travelled portion of a public highway but also ditches, driveways, sidewalks

and grassy areas forming part of the road allowance now or at any future time;

- (l) “Watermain” means the 300mm diameter DR 17 PE casing housing 2-100mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. 18- 6970: Sheet No. 14, a 150mm diameter SDR 35 PVC gravity sewer crossing under Graham Sideroad Crossing Plan and Profile : Project 18-6970 Sheet 8, and a 100mm diameter SDR 35 PVC forcemain running within the Road 3 E road allowance Plan and Profile : Project 18-6970 Sheet 15 as illustrated in Schedule “A”;
2. Upon the Director of Municipal Services providing written approval and agreeing in writing to the location of the proposed Watermain Line, being the location as illustrated in Schedule “A”, permission to construct, reconstruct, maintain, remove or alter the Watermain Line is granted to the Owner subject to the terms and conditions contained within this Agreement and the MTO Agreement.
3. The Watermain Line shall be constructed, reconstructed, maintained, removed or altered, at the Owner’s sole cost and expense, and in accordance with good engineering and construction practices and with the *Occupational Health and Safety Act* (of Ontario) (the “**OHSA**”) and the *Environmental Protection Act* (the “**EPA**”). In any event, the Watermain Line shall conform to the drawing contained in in Schedule “A” and the requirements set forth in Schedule “B” of the MTO Agreement and be installed as directed by the Director of Municipal Services.
4. When constructed and completed, the Watermain Line shall not obstruct or interfere with or render more difficult or dangerous the use of the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure. In the event that as a result of the construction, reconstruction, maintenance, removal or alteration of the Watermain Line, an obstruction or interference is caused,

then, the Owner shall do all things necessary, at its sole expense, to remove such obstruction or interference without delay.

5. The Owner, its successors in title or permitted assigns, shall repair the Highway, Road Allowance, Municipal Land, and/or Municipal Infrastructure, as applicable, and replace materials moved or removed therefrom, in as nearly the same condition as that in which they are found at the time of commencement of any work undertaken in connection with the said Watermain Line construction or reconstruction, or its future maintenance, alteration or removal. In the event of an open cut to the road or shoulder, all backfilling materials shall be in accordance with the requirements of the Director of Municipal Services.
6. The Owner, at its sole cost and expense shall obtain any and all necessary approvals/permits from MTO and the Town for any and all construction, maintenance and repair to the Watermain Line. In the case of any constructions, maintenance and repair (emergency or otherwise), all costs associated with the repair of the Highway, Road Allowance, Municipal Land, and Municipal Infrastructure as a result of this activity shall be borne by the Owner. The Owner agrees to indemnify and hold harmless the Town from any costs and expenses associated with the MTO coordinating and implementing any and all required traffic management and infrastructure repairs in accordance with MTO standards and Ontario Traffic Manual, Book 7 (January 2014), and in consultation with the Municipality.
7. Except in cases of emergency, at least forty-eight (48) hours written notice shall be given by the Owner to the Director of Municipal Services of any work to be undertaken in constructing, maintaining or repairing the Watermain Line under, over or across the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure. Any maintenance or repair of an emergency nature shall be reported to the Director of Municipal Services or

other appropriate official of the Town as soon as possible, with a written notice to follow detailing the nature of the emergency and the actions taken. Any damage to the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure shall be reported forthwith in writing to the Director of Municipal Services and shall be repaired, altered or relocated by Town forces, and all expenses and liabilities shall be the responsibility of the Owner and shall be assumed and paid by them forthwith on demand. Failure of the Owner to pay within thirty (30) days of demand will cause this Agreement to become voidable at the discretion of the Town.

8. The location, elevation and method of construction, reconstruction, maintenance or removal of the said Watermain Line under, over or across the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure shall be subject, respectively, to the written approval of the Director of Municipal Services. The Owner shall provide to the Town, prior to construction, two (2) copies of construction drawings for the entire route of the Watermain Line and showing the materials to be used and the method by which the materials will be installed. Within sixty (60) days of the completion of the works, two (2) hard copies and one (1) electronic copy of "As-Constructed Drawings" shall be provided to the Town.
9. A certified cheque in the amount of Seventy-Five Thousand (\$75,000.00) Dollars shall be deposited by the Owner with the Town prior to construction each time the Owner submits a request to construct, reconstruct, replace, maintain or alter the Watermain Line (the "**Deposit**"). The said monies deposited shall be held by the Town as security to ensure that the Owner satisfies the conditions of this Agreement and rectifies any matters required by the Director of Municipal Services acting reasonably. Each crossing of the Municipal Road or Municipal Infrastructure will be considered as a separate Watermain Line crossing and will require separate deposits. Any deposits held by the Town will be returned to the Owner within ninety (90)

days of written notification by the Owner to the Town provided that the Director of Municipal Services, acting reasonably, is satisfied that all of the conditions of this Agreement have been fully satisfied.

10. It is understood and agreed that under the terms of this Agreement, the Owner shall be responsible for bearing all costs in relation to, and providing all necessary warning signs, safety devices and traffic diversion to adequately warn the public of construction in Highway areas and the Owner hereby indemnifies and saves harmless the Town, its employees and agents, from and against all claims, liabilities, losses, costs, damages, or expenses of every kind, including legal fees, that may be incurred or suffered as a consequence of the Owner failing to place, maintain and operate such warning signs, protective devices and traffic diversion.
11. The Owner, at its own expense, at any time on the receipt of written notice (the “**Notice**”), from the Town and/or MTO as the case may be, shall suspend operations, remove, alter, or relocate any or all of the Watermain Line contemplated herein as may be required by the Town or the MTO to facilitate any Town or MTO construction project, reconstruction project, or maintenance project within the Highway, a Road Allowance, Municipal Land, or Municipal Infrastructure which requires the construction of buried foundations, or any other works, at the same location as Watermain Line. The Town and MTO shall act reasonably in the design and specification of any such construction or reconstruction project, and prior to requiring any such removal, alteration, or relocation of any portion of the Watermain Line, MTO and the Town shall assess all reasonable design alternatives which do not necessitate any removal or relocation of the Watermain Line. The Owner acknowledges and agrees that:
 - i. Any Notice from MTO shall:

- a) specify either the portion or the whole of the Watermain Line to be dealt with; and,
 - b) specify a relocation and/or temporary diversion date of at least 60 calendar days after the date of the postmark, if by mail, or after the date of transmission, if by facsimile.
- ii. On or following any respective relocation and/or temporary diversion date, the Owner shall cause the area of the Highway, specified in the Notice, to be left in a neat and tidy condition.
- iii. On the relocation and/or temporary diversion date referred to in the Notice, the use by the Owner of the portion of the Highway specified by that Notice is hereby deemed to be ended.
- iv. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by MTO or the Town in its sole discretion, requiring the MTO or the Town to act to repair or maintain the Highway in respect of matters of highway safety or highway traffic flow:
 - a) The MTO or the Town, may give the Owner oral or written notice of such emergency. Upon such notice, the MTO or the Town, may temporarily suspend the rights of the Owner under this Agreement; and,
 - b) The MTO or the Town, shall not be liable to the Owner for any costs or damages incurred by the Owner as a result of such temporary suspension.
- v. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by the Owner in its sole discretion, requiring the Owner to act to repair or maintain the Watermain Line:
 - a) The Owner shall give the Town oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;

- b) All work shall be completed to the satisfaction of the Town and the MTO, in accordance with the OHS and the EPA. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014);
 - c) Neither the MTO or the Town shall be liable to the Owner for any costs or damages incurred by the Owner as a result of undertaking the required emergency repairs; and,
 - d) Nothing in this section shall be construed as lessening the obligation of the Owner to the Town and/or the MTO under paragraph 17 herein.
 - vi. The Town or the MTO as applicable may charge the Owner for the cost of any and all work against the Deposit held by the Town, as hereinbefore described any deficiency shall be paid by the Owner within thirty (30) days of written demand, otherwise this Agreement shall be voidable at the discretion of the Town.
12. When it is necessary for work to be done on the Watermain Line for any purpose, the Owner shall consult with the Director of Municipal Services so that service corridors may be readily located when the need arises. The Watermain Line shall be posted at the completion of its installation at the sole expense of the Owner.
13. Nothing in this Agreement shall relieve the Owner from compliance with the provisions of any applicable by-laws of the Town.
14. The Owner shall be responsible to pay the Town's reasonable legal fees, plus tax and applicable disbursements, associated with the preparation and review of this Agreement.
15. Upon termination of this Agreement and/or abandonment of the Watermain Line, the Owner shall abandon the Watermain Line and all other obligations of the Owner shall continue under the provisions of this Agreement until all

of such obligations have been complied with and completed in full to the satisfaction of the Director of Municipal Services acting reasonably.

16. If the Owner should fail to abandon and remove the Watermain Line from the Highway within one (1) year of abandonment or termination of this Agreement and the Town or the MTO requires the removal of all or any part of the Watermain Line for the purpose of altering or improving the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure in order to facilitate the construction of utility or other works, the Town or the MTO, may remove and dispose of so much of the Watermain Line as the Town or the MTO may require for such purposes and the Owner shall have no recourse against the Town for any losses, costs, expenses or damages occasioned thereby.
17. The Owner shall indemnify and save harmless the Town from and against all claims, demands, proceedings, actions, obligations, liabilities, losses, damages, costs, interest, or other expenses of every kind including legal fees that the Town may incur or suffer as a consequence of anything done or omitted to be done by the Owner and/or in connection with the placing, maintenance, operation, replacement or repair of the Watermain Line or any part thereof.
18. Forthwith upon execution of this Agreement, the Owner shall deliver to the Town, a certificate of a comprehensive liability policy of insurance with policy limits in the amount of not less than Five Million (\$5,000,000.00) Dollars, the form and content of which shall be satisfactory to the Town and/or the MTO and naming both the Town and the MTO as an additional insured. Said policy must contain a cross liability clause endorsement. The policy shall not be subject to cancellation until such time as this Agreement is terminated.

19. During the term of this Agreement and any subsequent renewals thereof, the Owner shall be responsible for maintaining the Watermain Line and, where the same has to be repaired, altered, removed or relocated, the Owner shall return the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure to its original condition to the satisfaction of the Director of Municipal Services acting reasonably.
20. If any dispute or controversy shall occur between the parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement, such dispute shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice, upon the application of either of said parties and a Judge of the Ontario Superior Court of Justice shall be entitled to act as such arbitrator if he or she so desires. The arbitration shall be held in the Town of Kingsville or such other location in Essex County that the parties and the arbitrator may agree upon. The procedure to be followed shall be agreed by the parties or, in default of an agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act* (Ontario), S.O. 1991, c.17. The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by either party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the board or arbitration, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
21. The Owner may not assign any part of this Agreement unless the Town and/or the MTO as applicable consents in writing to such assignment, and provided that the Owner enters into a form of Agreement guaranteeing

compliance with the terms of this Agreement by the assignee and such assignment shall be effective only upon execution of an Agreement binding the assignee to the terms of this Agreement.

22. Any notice to be given under the provisions of this Agreement may be effectually given to the Town by delivering same by registered mail, postage prepaid, addressed as follows:

To the Town:

Attention: Director of Municipal Services
The Corporation of the Town of Kingsville,
2021 Division Road North,
Kingsville, Ontario N9Y 2Y9

To the Owner:

Red Sun Farms Ontario Limited
1233 Road 4 E
Kingsville, Ontario N9Y 2E5

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

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

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the day first written above.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

Per: _____
Name: Nelson Santos
Title: Mayor

Per: _____
Name: Jennifer Astrologo
Title: Clerk

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

RED SUN FARMS ONTARIO LIMITED.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

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



**REGULAR MEETING OF COUNCIL
MINUTES**

Monday, August 10, 2020

6:00 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 J. Astrologo, Director of Corporate Services
Administration

R. Brown, Manager of Planning Services
M. Durocher, Parks & Recreation Program Manager
K. Brcic, Planner
T. Iacobelli, Manager of Information Technology
S. Kitchen, Deputy Clerk-Council Services
S. Martinho, Public Works Manager
R. McLeod, Director of Financial Services
A. Plancke, Director of Municipal Services
R. Baines, Deputy Clerk - Administrative Services
D. Wolicki, Manager of Municipal Facilities and Property

A. CALL TO ORDER

Mayor Santos, in attendance in the Council Chambers, called the Regular Meeting to order at 6:00 p.m. All other members participated in the meeting through video conferencing technology from remote locations.

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.

1. **Councillor Gaffan declared an interest in respect to Agenda Item marked F-1--Staff Report RE: Financial Support for Businesses due to COVID-19**

C. PRESENTATIONS/DELEGATIONS

1. **Sarah Sacheli, Chair, Kingsville Municipal Heritage Advisory Committee**

RE: Presentation of Report RE: By-law 12-2017 Heritage Designation of 107 Elm Street (The Cowan-Valentine House)

Ms. Sacheli presented the Committee's Report and Recommendation that Council proceed to amend Heritage Designation By-law 12-2017 in accordance with Section 30.1(2) to (10) of the *Ontario Heritage Act*.

As stated within the Report, presently the list of heritage attributes in Schedule "A" of the designation by-law includes five old-growth native trees on the property. Since the time of designation, one of the trees became uprooted and fell over. As the designation is no longer accurate because of the loss of one of the trees, and in the interest of safety and expediency for the maintenance of the remaining trees referenced in the designation by-law, the Committee recommends the reference to specific trees be removed from the designation. The designation by-law will remain the same in all other respects.

467-2020

Moved By Councillor Kimberly DeYong

Seconded By Deputy Mayor Gord Queen

That Council amends By-law 12-2017 to remove the reference in Schedule "A" to the five old-growth trees on the property.

CARRIED

Notice of the Proposed Amendment will be served upon the property owner.

D. MATTERS SUBJECT TO NOTICE

1. Application for Zoning By-law Amendment and Consent ZBA/09/2020 by Solid Rock Homes Inc., 273 and 281 Glass Avenue, Kingsville (to be deferred at the Request of the Applicant)

K. Brcic, Town Planner

i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment and Consent, dated July 17, 2020.

468-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Thomas Neufeld

That Council defers the Zoning By-law Amendment Application ZBA/09/2020 as requested by the Applicant, Solid Rock Homes Inc. to a future Regular Meeting of Council.

CARRIED

2. Combined Application for Consent and Zoning By-law Amendment File B/01/20 & ZBA/05/20 by David & Rosanne Nickels 1246 & 1250 County Road 34 Part of Lot 19, Concession 4, WD, Pt. 1, RP 12R 14075

K. Brcic, Town Planner.

i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment and Consent, dated July 10, 2020;

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

iii) Proposed By-law 41-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

Comments from the Applicant:

Mr. David Nickels asked if Council would consider moving the stop sign forward at the intersection, and stated there are trees at other intersection locations in the municipality, such as Olinda and Concession 5, and County Road 31 and Concession 5. He further commented that he would be amenable to working with Mr. Plancke and Town Administration with the understanding to save as many trees as possible that are situated in the proposed daylight triangle (at the corner of Graham Sideroad and Road 5 East).

There were no further comments.

469-2020

Moved By Councillor Larry Patterson

Seconded By Councillor Kimberly DeYong

That Council:

Approves Consent Application B/01/20 to sever two existing dwellings, deemed surplus to the needs of the applicants' farming operation on parcels shown as Part 1 (1246 County Rd 34) - 0.28 ha (0.692 ac.) and Part 2 (1250 County Rd 34) - 0.25 ha (0.626 ac.), on the applicants' sketch, in the Town of Kingsville, subject to the following conditions:

- a. 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.
- 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 apportionments be undertaken.
- d. That a clearance letter of approval for the septic systems on Parts 1 and/or 2 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 applicants convey a 9m x 9m daylight triangle to the Town (at the corner of Graham Sideroad and Road 5 East) free of charge and clear of all encumbrances, And That Administration work with the applicants regarding

the cutting back and trimming of existing trees and vegetation at such location in an effort to save as many trees as possible;

- h. That the applicants obtain the necessary permit for and install a new access to the retained farm parcel at the applicant's expense and to the satisfaction of the Town and/or County;
- i. That the necessary deed(s), transfer or changes be submitted in triplicate, signed and fully executed (no photocopies), including a copy of the reference plan, prior to certification.
- j. The conditions imposed above shall be fulfilled by August 10, 2021 or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

And Further That Council approves Zoning By-law Amendment Application ZBA/05/20 to rezone the retained parcel, in Part of Lot 19, Concession 4, WD, Pt. 1, RP 12R 14075, in the Town of Kingsville, from 'Agriculture (A1)' to 'Agriculture – Restricted (A2)' and adopt the implementing by-law.

CARRIED

3. Combined Application for Consent and Zoning By-law Amendment File B/06/20 & ZBA/08/20 by David Armstrong 257 Rd 10 E Part of Lot 16, Concession 10

K. Brcic, Town Planner

- i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment and Consent, dated July 17, 2020;
- ii) Report of K. Brcic, Town Planner, dated July 21, 2020;
- iii) Proposed By-law 73-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

There were no comments from the Applicant, and no other comments from the public.

470-2020

Moved By Councillor Laura Lucier

Seconded By Councillor Larry Patterson

That Council:

Approves Consent Application B/06/20 to sever an existing dwelling, deemed surplus to the needs of the applicants farming operation on a 0.48 ha (1.19 ac.) lot shown as Part 1 on the applicants sketch, known as 257 Road 10 E, in the Town of Kingsville, 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.
2. 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.
3. That any necessary drainage apportionments be undertaken.
4. 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.
5. The zoning of the retained parcel be amended to prohibit future dwellings prior to certification (ZBA/08/20).
6. That the applicant provide confirmation to the satisfaction of the Town the location of any existing septic systems in relation to the revised lot line locations.

7. That the necessary deed(s), transfer or changes be submitted in triplicate, signed and fully executed (no photocopies), including a copy of the reference plan, prior to certification.
8. The conditions imposed above shall be fulfilled by August 10, 2021 or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

And that Council approves Zoning By-law Amendment Application ZBA/08/20 to rezone the retained parcel, in Part of Lot 16, Concession 10, in the Town of Kingsville, from 'Agriculture (A1)' to 'Agriculture – Restricted (A2)' and adopt the implementing by-law.

CARRIED

4. Application for Draft Plan of Subdivision Approval SUB/01/2020 (37-T- 20002) & Zoning By-law Amendment ZBA/06/2020

R. Brown, Manager of Planning Services

- i) Notice of Complete Application and Public Meeting: Draft Plan of Subdivision and Zoning By-law Amendment, dated July 10, 2020;
- ii) Report of R. Brown, dated July 27, 2020;
- iii) Proposed By-law 77-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

Comments from the Applicant's representative:

Solicitor Ed Hooker (Wolf Hooker Professional Corporation), representing the Applicants, stated that he appreciates the thorough analysis provided by Mr. Brown, and indicated that he and the Applicants are in attendance to answer any questions that Council may have.

There were no questions presented by Council to Solicitor Hooker in this matter, and there were no further comments.

471-2020

Moved By Councillor Larry Patterson

Seconded By Councillor Thomas Neufeld

That Council approves Zoning Amendment Application ZBA/06/2020 to amend the Residential Zone 2 Rural/Urban, holding (R2.2(h)) to establish regulations for the subdivision of permitted semi-detached dwellings into individual freehold units;

And That Council Approves a Resolution in support of the draft plan of subdivision, County File No. 37-T-20002, and subject to conditions outlined by the County in the draft approval and subject to approval of the necessary development agreement between the applicant and Town;

And Further That Council Directs Administration to forward the resolution of support to the County Planner for final approval.

CARRIED

5. Application for Zoning By-law Amendment ZBA/03/2020 by Jennifer Gagnon, 111 Queen St., Pt. Lot 5, Plan 187

R. Brown, Manager of Planning Services.

i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment, dated July 10, 2020;

ii) Report of R. Brown, Manager, Planning Services, dated July 22, 2020;

iii) Proposed By-law 78-2020, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

Comments from the Applicant:

The Applicant, Jennifer Gagnon, indicated that she had no further comments in connection with the Application as presented by Mr. Brown, except that she hoped it would not be necessary to add any school crossing signage because it is a small group and the children, upon arriving to the school, will be assisted to enter the building.

There were no further comments from anyone from the public.

472-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council approves Zoning Amendment Application ZBA/03/2020 to rezone 111 Queen St. from Residential Zone 1 Urban (R1.1) to a site-specific

Residential Zone 1 Urban Exception (R1.1-29) to add a private school limited to a maximum student occupancy of 20 or as determined by the change of use permit process, whichever is less.

CARRIED

6. Application for Zoning By-law Amendment ZBA/07/2020 & Site Plan Amendment SPA/05/2020 by Jeremy Capussi, 140 Main St. East, Pt. Lot 1, Concession 1, ED, Parts 1 and 2, RP 12R-14569

R. Brown, Manager of Planning Services

- i) Notice of Complete Application and Public Meeting: Zoning By-law Amendment and Site Plan Approval, dated July 10, 2020;
- ii) Report of R. Brown, Manager, Planning Services, dated July 24, 2020;
- iii) Proposed By-law 76-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

Comments from the Applicant:

The Applicant, Jeremy Capussi, and Davide Petretta of Petretta Construction Inc. were in attendance. Mr. Petretta thanked Mr. Brown for the concise summary of the Application. He stated that they did listen to the community's concerns and have seen the tremendous growth in Kingsville. He indicated that by eliminating the commercial traffic with this new design, it will certainly help the neighbours.

Comments from members of the Public:

Mary Ellen Havlik, indicated she lives kitty corner from the proposed development and her concern overall is that she does not see a vision for Main Street and hopes this addresses the gap. She stated that she appreciates the removal of the retail element but remains very concerned about traffic and traffic flow. She asked that a Victorian element be added to the design.

Carmen Smith, 23 Cherry Lane requests that a fence be added for privacy and noise abatement, rather than shrubbery as shown on the landscape plan, and asked about the construction schedule, so that she could have an opportunity to bring her concerns forward.

John Smith, also of 23 Cherry Lane, asked if the retention pond will be maintained (control of algae and nitrates), and stated that his major issue is the

bollards and how that fits in with the transition. He also commented about the need for repair and maintenance to a section of Cherry Lane.

Mr. Brown responded that he will look into whether there is a pond maintenance plan in place, will look at the final landscaping plan and transitions, and will inquire with Municipal Services as to whether improvements to Cherry Lane can be expedited.

473-2020

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council approves Zoning By-law Amendment Application ZBA/07/2020 to amend the site-specific Residential Zone 4 Urban Exception 5, 'R4.1-5' to:

limit the proposed apartment building to three (3) stories;

permit a maximum of 30 residential dwelling units;

maintain the front yard setback requirement of 8 m (26 ft.), and

limit the maximum height of the building to 10 m (32.8 ft.), and adopt the implementing by-law;

And That Council Approves Site Plan Approval Application SPA/05/2020 for the development of a three storey, 30 unit multiple unit apartment dwelling, subject to the terms and conditions of the associated Site Plan Agreement and authorizes the Mayor and Clerk to sign the Agreement and register said Agreement on title.

CARRIED

At 8:00 p.m. Mayor Santos called for a recess, and the Regular Meeting reconvened at 8:10 p.m.

E. AMENDMENTS TO THE AGENDA

Councillor Neufeld added one item under Unfinished Business, and Mayor Santos added one update in connection with COVID-19.

F. STAFF REPORTS

1. Financial Support for Businesses due to COVID-19

Councillor Tony Gaffan declared a conflict on this item.

R. McLeod, Director of Financial Services.

Councillor Gaffan, having declared an interest refrained from discussion.

474-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Kimberly DeYong

That Council approves the proposed Business Relaunch Fund of up to \$225,000.00 to assist eligible businesses and non-profit organizations with increased operating and facility expenses due to the COVID-19 pandemic (cap up to \$750.00 each);

And, That the funding for such program be obtained from the Budget Stabilization Reserve.

CARRIED

2. Open Streets Program Update

G. A. Plancke, Director of Municipal Services

475-2020

Moved By Councillor Tony Gaffan

Seconded By Councillor Kimberly DeYong

That Council receives the Report of Director Plancke RE: Open Streets Program Update (#MS 2020-33); That the Report be provided to the Kingsville BIA on August 12 for consideration; That the BIA contact Director Plancke no later than the morning of Friday, August 14 with a response.

Amendment:

476-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council amend the Motion to add the words "And That Council directs Administration to advise the BIA that the Council will withdraw their support of Open Streets if the BIA cannot provide or supply a minimum of 4 volunteers or

staff members plus an event coordinator that is on-site for the duration of the event per day".

CARRIED

Motion as Amended:

475-2020

Moved By Councillor Tony Gaffan

Seconded By Councillor Kimberly DeYong

That Council receives the Report of Director Plancke RE: Open Streets Program Update (#MS 2020-33); That the Report be provided to the Kingsville BIA on August 12 for consideration; That the BIA contact Director Plancke no later than the morning of Friday, August 14 with a response; and That Council directs Administration to advise the BIA that the Council will withdraw their support of Open Streets if the BIA cannot provide or supply a minimum of 4 volunteers or staff members plus an event coordinator that is on-site for the duration of the event per day.

CARRIED

477-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Laura Lucier

That Council receives Report of Director of Municipal Services G. A. Plancke RE: Open Streets Program Update (#MS 2020-33) as to how the Town has prepared for the Open Streets Program as presented.

CARRIED

478-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Thomas Neufeld

That Council commits to the Base Level cost of staffing the event for the remaining duration of the Open Streets program if the BIA commits to provide or

supply a minimum of 4 volunteers or staff members, plus an event coordinator that is on-site for the duration of the program per day.

CARRIED

479-2020

Moved By Councillor Kimberly DeYong

Seconded By Councillor Laura Lucier

That if the Town continues to pay staff for Open Streets, that those participating businesses in Open Streets are not also eligible for additional grant funds through the Town's Business Relaunch Fund program.

Recorded	For	Against
Mayor Nelson Santos	X	
Deputy Mayor Gord Queen		X
Councillor Tony Gaffan	X	
Councillor Thomas Neufeld		X
Councillor Larry Patterson	X	
Councillor Kimberly DeYong	X	
Councillor Laura Lucier	X	
Results	5	2

CARRIED (5 to 2)

Ms. Astrologo indicated that the Town has a list of all participating businesses, and those businesses will be notified of the Town's policy.

3. Reopening Plan for Kingsville Arena and Recreation Facilities

D. Wolicki, Manager of Municipal Facilities and Property

480-2020

Moved By Councillor Thomas Neufeld

Seconded By Councillor Larry Patterson

That Council receives Report MS-2020-32 Reopening Plan for Kingsville Arena and Recreation Facilities; And That the reopening timelines and Financial Implications as outlined in the report be approved.

CARRIED

G. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

- 1. Essex Region Conservation Authority--Correspondence dated July 31, 2020 from Dr. Katie Stammler, Water Quality Scientist and Source Water Project Manager, ERCA--RE: Essex Region Source Protection Committee-Municipal Representation**

481-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Kimberly DeYong

That Council of The Corporation of the Town of Kingsville endorses the following individuals' appointment to the Essex Region Source Protection Committee: Albert Dionne, Town of Lakeshore, appointment date: September 10, 2020; expiration of appointment September 10, 2025; Ian Wilson, City of Windsor, appointment date: September 10, 2020; expiration of appointment September 10, 2021; Nelson Santos, Union Water Supply System, appointment date: September 10, 2020; expiration of appointment November 30 2022.

CARRIED

- 2. Proposed Terms of Reference for the West Side Collector Road Steering Committee**

482-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council endorses the Terms of Reference for the West Side Collector Road Steering Committee.

CARRIED

Amico will be added as part of the representation as external resources, and others to be determined as needed from a Committee perspective. There will be no remuneration paid.

3. Mayor N. Santos--Striking Committee Update Report dated August 6, 2020

483-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Kimberly DeYong

That Council endorses the following appointments to the Main Street Development Committee as presented by the Striking Committee to include: 1. David Hunt; 2. Karla Kroslak; 3. Tasha Slater; And Further That Council confirms the appointment of Mayor Santos, Councillor Laura Lucier, and Councillor Larry Patterson to the West Side Collector Road Steering Committee.

CARRIED

H. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council--July 27, 2020

2. Regular Closed Session Meeting of Council--July 27, 2020

484-2020

Moved By Councillor Larry Patterson

Seconded By Deputy Mayor Gord Queen

That Council adopts Regular Meeting of Council Minutes dated July 27, 2020 and Regular Closed Session Meeting of Council Minutes dated July 27, 2020.

CARRIED

I. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. Police Services Board--June 24, 2020

485-2020

Moved By Councillor Laura Lucier

Seconded By Councillor Tony Gaffan

That Council receives Police Services Board Meeting Minutes dated June 24, 2020.

CARRIED

2. Committee of Adjustment--June 16, 2020

486-2020

Moved By Councillor Kimberly DeYong

Seconded By Councillor Larry Patterson

That Council receives Committee of Adjustment Meeting Minutes dated June 16, 2020.

CARRIED

J. BUSINESS CORRESPONDENCE - INFORMATIONAL

- 1. Town of Tecumseh--Correspondence dated June 16, 2020 RE: Letter of Support for Broadband Access across Ontario**
- 2. Municipality of Northern Bruce Peninsula--Correspondence dated July 17, 2020 RE: Resolution of Support (Rent Assistance Program)**
- 3. Township of South Glengarry--Resolution No. 229-2020 passed July 20, 2020 RE: Long Term Care Homes**
- 4. Municipality of Chatham Kent--Correspondence dated July 21, 2020 RE: Emancipation Day Resolution**
- 5. Town of Gore Bay--Correspondence dated July 21, 2020 RE: Support of OPP Diversity Training**
- 6. Town of Gore Bay--Correspondence dated July 21, 2020 RE: Support of Universal Basic Income Resolution**
- 7. Town of Essex--Correspondence dated July 23, 2020 RE: Request for Raw Data on Positive COVID-19 Cases in Essex County**

8. **City of Windsor--Correspondence dated July 28, 2020 RE: Windsor City Council's Resolution CR333/2020 adopted July 13, 2020**
9. **Township of Huron-Kinloss--Correspondence dated July 28, 2020 RE: Copy of Resolution #451 Common Training Requirements for All Members of Police Services in Ontario**
10. **County of Essex--Correspondence dated July 29, 2020 RE: Support for Federal Assistance for People with Disabilities--COVID-19 Pandemic**
11. **Town of Mono--Correspondence dated July 24, 2020 RE: Diversity Training Requirements for Police Services in Ontario**
12. **City of Owen Sound--Correspondence dated July 31, 2020 RE: Support for Private Member's Bill M-36--Emancipation Day**
13. **Ontario Energy Board--COVID-19 Energy Assistance Program (CEAP) information--Full program details including eligibility criteria is available at oeb.ca/CEAP.**

487-2020

Moved By Councillor Laura Lucier

Seconded By Deputy Mayor Gord Queen

That Council receives Business Correspondence-Informational items 1 through 13.

CARRIED

K. NOTICES OF MOTION

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

That Council be provided with any and all information that the Town may have in respect to the proposed Kratz Road Extension to the north of Road 2, to the Third Concession.

488-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council be provided with any and all information that the Town may have in respect to the proposed Kratz Road Extension to the north of Road 2 to the Third Concession, such update to be provided by year end.

CARRIED

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

That the Committee (Main Street Development Review Committee) be started with or without any vacancies that may exist on or before September 8, 2020; And Further That Council and the Committee so appointed be provided with a sample type or style of agreement that might be considered as well as the details as to when the term might be (two vs. one year in term) by the end of September 2020.

Deputy Mayor Queen indicated that he would not be moving the motion, because the matter had been dealt with this evening.

L. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

Councillor Neufeld indicated that his Unfinished Business item would be dealt with at the next meeting.

Mayor Santos indicated also that his COVID-19 update would be provided at the next meeting, having in mind the late hour.

M. BYLAWS

1. By-law 41-2020

489-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council reads By-law 41-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (1246 and 1250 County Road 34, Part of Lot 19, Concession 4, WD, Pt. 1, RP12R-14075; ZBA/05/20) a first, second and third and final time.

CARRIED

2. By-law 73-2020

490-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Kimberly DeYong

That Council reads By-law 73-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (257 Road 10 E, Part of Lot 16, Concession 10; ZBA/08/20) a first, second and third and final time.

CARRIED

3. By-law 76-2020

491-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council reads By-law 76-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (140 Main St. East; ZBA/07/2020) a first, second and third and final time.

CARRIED

4. By-law 77-2020

492-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Thomas Neufeld

That Council reads By-law 77-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (V/L NE Side County Road 34 East, Part of Lot 269, Concession NTR, Pts. 1 and 2, RP 12R 26017 and Pt. 1 RP 12R 26659; ZBA/06/20), a first, second and third and final time.

CARRIED

5. By-law 78-2020

493-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Laura Lucier

That Council reads By-law 78-2020, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (111 Queen St., Part of Lot 5, Plan 187; ZBA/03/20) a first, second and third and final time.

CARRIED

At 9:56 p.m. the following motion was passed unanimously:

494-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Kimberly DeYong

That Council allows this Regular Meeting to extend beyond the 10:00 p.m. curfew.

Unanimous	For	Against
Mayor Nelson Santos	X	
Deputy Mayor Gord Queen	X	
Councillor Tony Gaffan	X	
Councillor Thomas Neufeld	X	
Councillor Larry Patterson	X	
Councillor Kimberly DeYong	X	
Councillor Laura Lucier	X	
Results	7	0

CARRIED (7 to 0)

N. CLOSED SESSION

495-2020

Moved By Councillor Kimberly DeYong

Seconded By Councillor Laura Lucier

That Council at 9:56 p.m. entered into Closed Session to address the following items:

1. Subsection 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; being a Report of Director of Corporate Services J. Astrologo dated July 22, 2020 regarding the proposed granting of an easement by the Town to a property owner on Park Lane; and
2. Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; being an update from Director of Corporate Services J. Astrologo regarding 183 Main St. East, Kingsville.

CARRIED

O. REPORT OUT OF CLOSED SESSION

Upon rising from Closed Session at 10:11 p.m. Council passed the following motion in respect to Closed Session Item N-1:

496-2020

Moved By Councillor Larry Patterson

Seconded By Councillor Laura Lucier

That Council approves the entering into of an Easement Agreement with E.D.M. Custom Renovations Ltd., the owner of property known as 7 Park Lane, Kingsville, for an easement over certain municipal property described as a Private Drive and more particularly identified as Part 9 on Reference Plan 12R-27480, and authorizes the Mayor and Clerk to execute said Easement Agreement; and that the Easement Agreement be registered on title as required by said Agreement.

CARRIED

In respect to Item N-2, Mayor Santos reported that Council provided direction to Administration regarding a response to a matter under Subsection 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality.

P. CONFIRMATORY BY-LAW

1. By-law 79-2020

497-2020

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Thomas Neufeld

That Council reads By-law 79-2020, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its August 10, 2020 Regular Meeting a first, second and third and final time.

CARRIED

Q. ADJOURNMENT

498-2020

Moved By Councillor Tony Gaffan

Seconded By Councillor Larry Patterson

That Council adjourns this Regular Meeting at 10:13 p.m.

CARRIED



MINUTES

**TOURISM AND ECONOMIC DEVELOPMENT COMMITTEE
THURSDAY, JULY 9, 2020 @ 5:30 P.M.
ZOOM**

A. CALL TO ORDER

Mayor Santos called the Regular Meeting to order at 5:30 p.m. with the following persons in attendance via ZOOM:

Members:

B. Durward
M. Somerville
S. Lowrie
T. Gaffan
M. Law
D. Hunt

Members of Administration:

Executive Assistant to the Mayor and CAO, T. Hewitt
BIA Coordinator, S. Haepling

B. DISCLOSURE OF PECUNIARY INTEREST

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

C. STAFF REPORTS

1. Budget vs. Actuals for the period ending June 30, 2020

N. Santos presented the budget vs. actuals for the period ending June 30, 2020. There were no questions about the account activity. N. Santos stated that the funds reallocated to Open Streets has not come out of the account yet.

28-2020 Moved by B. Durward, seconded by M. Law to receive the report.

CARRIED

D. MINUTES OF THE PREVIOUS MEETING

1. **Tourism/Economic Development Committee Meeting Minutes—Thursday, June 11, 2020**

29-2020 Moved by T. Gaffan, seconded by S. Lowrie to adopt the minutes of the Tourism/Economic Development Committee Meeting dated June 11, 2020.

CARRIED

M. Law followed up on an action item from the June 11, 2020 meeting, confirming that she had posted a call-out for Open Streets volunteers on the Kingsville Folk Fest page.

E. NEW AND UNFINISHED BUSINESS

1. **BIA Update – S. Haeffling**

S. Haeffling provided an update on the BIA Summer Giveaway, which will begin soon. She stated that her last day with the BIA is next Friday and that this is her last tourism meeting. The committee wished her well.

2. **Open Air Markets**

T. Hewitt presented some merchandise options. It was suggested to give away branded masks.

There was discussion about selling the t-shirts, and it was decided that getting other retailers to sell them on the town's behalf would be difficult.

There was discussion about how proceeds from t-shirt sales will be used.

It was recommended to reach out to T-Shirt Monkey. T. Hewitt will get a cost from T-Shirt Monkey.

30-2020 Moved by T. Gaffan, seconded by M. Law to give away 100 masks at the next Open Streets.

CARRIED

S. Haeffling reported that the BIA allocated \$500 for t-shirts. There was discussion about the portable transaction method. The finance department is looking into options. T. Hewitt will send out a schedule for working the Kingsville booth.

There were concerns with only a few businesses participating. It was decided the shifts will be the first two hours to start. Potential locations for set-up were discussed.

There is currently no specific end date for Open Streets. N. Santos stated the plan is to evaluate.

3. **Support Staff Partnership with TWEPI – N. Santos**

Nelson stated that TWEPI volunteered to provide \$3000 funding for a point person for Open Streets. He said that the Town and BIA were being asked to match the other \$3000 – (\$1500 each). A potential connection with SWOTC was discussed.

31-2020 Moved by D. Hunt, seconded by B. Durward to support allocating \$1500 to this.

CARRIED

4. **Business Recognition Scoring Matrix**

The Scoring Matrix for the Business Recognition Awards was discussed. T. Hewitt will resend the matrix and nominees to the committee for judging. There was discussion about the optics of someone within the committee winning a Business Award. It was decided everyone will move forward with the matrix as is, and excuse themselves when in conflict.

5. **Planning Report: Bed and Breakfast or AirBnB Regulations**

The committee discussed the report for B&B or AirBNB Regulations, as requested by R. Brown, Planning Manager. B. Durward suggested a commercial property tax on AirBNBs instead of a fee. The committee suggested adding a reference to tax classification in the recommendation would be of value. T. Hewitt will pass the committees comments along to R. Brown.

M. Somerville left the meeting at 6:46pm.

There was discussion regarding whether a commercial tax would deter people from opening AirBNBs when Kingsville could benefit from having more overnight accommodations. N. Santos clarified that MPAC does tax assessments based on the use of the property.

There was a question about whether Kingsville will be getting any support from the \$200,000 earmarked by the Minister of Tourism, Culture and Sport for events. N. Santos stated he will look into this.

F. NEXT MEETING DATE

1. The next meeting of the Tourism and Economic Development Committee is on Thursday, August 13, 2020 via ZOOM @ 5:30 p.m. The committee will have all their scores back for the Business Recognition Awards in advance of this meeting.

G. ADJOURNMENT

32-2020 Moved by B. Durward seconded by T. Gaffan to adjourn this Meeting at 6:51 p.m.

CARRIED

CHAIR, Nelson Santos

RECORDING SECRETARY, T. Hewitt



COMMITTEE MINUTES

KINGSVILLE MUNICIPAL HERITAGE ADVISORY COMMITTEE WEDNESDAY, JULY 15, 2020 AT 4:00 P.M Via ZOOM

A. CALL TO ORDER

Chair S. Sacheli, in attendance at the Municipal Office, Committee Room A, 2021 Division Road North, Kingsville, called the Meeting to order at 4:02 p.m. All other members in attendance participated in the meeting through video conferencing technology from remote locations.

MEMBERS OF MUNICIPAL HERITAGE ADVISORY COMMITTEE:

Elvira Cacciavillani
Kimberly DeYong
Bruce Durward
Anna Lamarche
Margie Luffman
Sarah Sacheli
Shannon Olson
Christine Mackie

MEMBERS OF ADMINISTRATION:

Sandra Kitchen, Deputy Clerk-
Council Services

Absent: Matt Biggley (absent on personal business)

Also in attendance: Ms. Veronica Brown, Researcher (@ 4:10 p.m.)

B. DISCLOSURE OF PECUNIARY INTEREST

Chair S. Sacheli reminded the Committee members in attendance 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. REPORTS AND ACCOUNTS

1. Update by S. Sacheli RE: 183 Main St. E., Kingsville

Ms. Sacheli reported that she attended the July 13, 2020 Regular Meeting of Council and presented the Committee's Report to Council. Council accepted the Committee's recommendation and moved to refuse the Application for Consent to Demolish 183 Main St. East, Kingsville, given the property's heritage value.

2. Accounts (Budget vs. Actual, to period ended April 30, 2020)

MHC38-2020 Moved by B. Durward, seconded by A. Lamarche to accept the Accounts.

CARRIED

3. June 2020 Research report submitted by V. Brown, Research Assistant on June 17, 2020

Ms. Brown presented her research report, indicating that because ongoing research on recommended properties has been put on hold due to the COVID-19 lockdown, she has been focusing on research that she is able to conduct from home. Her research included the following:

In 1884, James H. Smart and Dr. Sidney A. King purchased the west half of John Herrington's farm. They paid \$4,000 for the 47 acres from Mill Street East to Lake Erie, Division St. South to Lansdowne Avenue. The 47 acres were divided into building lots and new streets were planned called Maple, Myrtle, Prospect, Erie and Park.

While documenting the development of the King & Smart Subdivision, she identified smaller houses that were built specifically as rental properties in the 1880s and 1890s.

20 Myrtle Street: Built in 1894 by James H. Smart as a rental property until it was sold in 1900 to Sarah Scratch for \$700.00

36 Myrtle Street: Built in 1889 for Green & Son as employee housing for their lumber mill. One of eight dwellings known as "Green Row"

38 Myrtle Street: Built in 1889 for Green & Son as employee housing for their lumber mill; one of eight dwellings built known as "Green Row";

44 Myrtle Street: Built in 1889 for Green & Son as employee housing for their lumber mill; one of eight

48 Myrtle Street: Built in 1889 for Green & Son as employee housing for their lumber mill; one of eight

52 Myrtle Street: Built in 1889 for Green & Son as employee housing for their lumber mill; one of eight

33 Erie Street: Built in 1888 by James H. Smart and Dr. Sidney A. King and was a rental property until 1902 when it was purchased by Rudolph Berlage

45 Erie Street: Built in 1891 by J. Lewis Woodiwiss and was a rental property until purchased by David and Eliza Lancaster in 1900

17 Prospect Street; Built in 1892 by Leonard Malott and was a rental property until 1919.

29 Prospect St.: Built in 1924—An article from The Kingsville Reporter (3 Jul 1924) described the house as a “fine 2 compartment home” completed by Reeve Poulter.

Ms. Brown is continuing to research the King & Smart Subdivision, especially the building boom of the 1920s. Modest houses were still being built in this area, but Kingsville’s working class were able to become homeowners instead of renters.

MHC39-2020 Moved by B. Durward, seconded by A. Lamarche to receive the Research Report of V. Brown.

CARRIED

MHC40-2020 Moved by B. Durward, seconded by E. Cacciavillani to reimburse V. Brown for 2020 ancestry.ca membership and newspaper subscription.

CARRIED

D. MINUTES OF THE PREVIOUS MEETING

1. Review and adoption of Kingsville Municipal Heritage Advisory Committee Meeting Minutes dated June 18, 2020

MHC41-2020 Moved by B. Durward, seconded by E. Cacciavillani to adopt the Minutes of the June 18, 2020 Meeting as presented.

CARRIED

E. BUSINESS CORRESPONDENCE-INFORMATIONAL

1. Approved invoices:

- i) V. Brown – Research invoices for the months of March, April, May and June 2020.

MHC42-2020 Moved by E. Cacciavillani, seconded by A. Lamarche to receive the Research Invoices.

CARRIED

F. NEW AND UNFINISHED BUSINESS

The following updates were provided in connection with outstanding research reports:

1. 1417 Road 3 East—In progress (E. Cacciavillani); Ms. Cacciavillani asked if the report can be finalized by another Committee Member as she has been busy with other personal commitments.
2. 257 Lakeview—In progress (S. Sacheli will follow-up with N. Santos)
3. Jack Miner Sanctuary—50% complete (B. Durward)
4. 208 County Road 34 E—In progress; V. Brown indicated she is awaiting on information from the artist (K. DeYong);

Outreach: Ms. Lamarche confirmed that the Charlie Campbell Museum anniversary event has been cancelled for the present time due to the ongoing COVID-19 pandemic.

G. NEXT MEETING DATE –August 11, 2020 at 4:00 p.m.

H. ADJOURNMENT

MHC43-2020 Moved by M. Luffman, seconded by B. Durward to adjourn the Meeting of the Kingsville Municipal Heritage Advisory Committee at 4:44 p.m.

CARRIED



COMMITTEE MINUTES

CHAIR, Sarah Sacheli

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



Re: Anti-racism resolution

Please be advised the council of the Municipality of West Grey at its regular meeting held on July 7, 2020 passed the following resolution:

Whereas West Grey council condemns the unjust treatment, oppression, and racism against those who identify as black, indigenous, and people of colour; and

Whereas council acknowledges that systemic racism exists and persists in every community and institution in Canada, including West Grey, creating social and economic disparities from education, to healthcare, to housing, to employment, and justice; and

Whereas council supports the Bruce Grey Poverty Task Force belief that everyone deserves to live free of systematic oppression or racialized violence; and

Whereas the report by the Truth and Reconciliation Commission of Canada contains 'Calls to Action' several of which are actionable by local governments including Call 57: "We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism"; and

Whereas council is committed to anti-racism as demonstrated in the foundation of our 2020 Vision Plan whereby we set goals to listen to our community, value diverse voices, and build partnerships;



Therefore be it resolved that the Municipality of West Grey will actively work towards anti-racism and anti-oppression at every opportunity beginning with annual training for council, committee members, and employees for anti-racism, anti-oppression, diversity and inclusion, and the history of Aboriginal peoples; and

Further that this resolution be circulated to media, lower tier municipalities in Grey and Bruce; Grey County; Bruce County; West Grey Public Library, West Grey Police Service, Grey Bruce Public Health Unit; Bluewater District School Board; and Bruce Grey Catholic District School Board.

A handwritten signature in black ink that reads "L Glazier".

Lindsey Glazier

Administrative Assistant, Clerk's Office

Copy:

Ontario Municipalities

West Grey Public Library

West Grey Police Service

Grey Bruce Public Health Unit

Bluewater District School Board

Bruce Grey Catholic District School Board



August 6, 2020

To: The Windsor Essex County Health Unit
Attention: Theresa Marentette, CEO
1005 Ouellette Avenue
Windsor, Ontario
N9A 4J8
By Email: tmarentette@wechu.org

And To: The Windsor Essex County Health Unit
Attention: Dr. Wajid Ahmed. Medical Officer of Health

1005 Ouellette Avenue
Windsor, Ontario
N9A 4J8

By Email: wahmed@wechu.org

Dear Ms. Marentette and Dr. Ahmed:

RE: Further Request for Information/Data on Positive COVID-19 Cases in Essex County

At its Regular Meeting of August 4, 2020, Town of Essex Council discussed the need for more timely and detailed information on the reporting of positive COVID-19 cases in our municipalities. At this meeting Council discussed the need to receive more granular information from the Health Unit that allows the public to note positive cases by neighborhood not just at the Municipal level. Further to receive this more detailed information on a timelier and even daily basis if possible will better equip the public and their municipalities to evaluate health risks, identify potential hot zones and plan and use precious taxpayer/municipal resources more efficiently.

This discussion was further to Council's prior and related discussion at its July 20 Council meeting in which direction was provided to send correspondence dated July 23 to the Health Unit requesting the provision of greater raw data on positive COVID-19 cases. I attach for your reference a copy of that previous correspondence.



As a result of Council's discussion, the following resolution was passed at the August 4 Regular Meeting:

Moved by Councillor Bjorkman
Seconded by Councillor Bondy

That Council direct Administration to send a further letter to the Windsor Essex County Health Unit requesting the provision of COVID 19 information that is more up to date (within the last week) but including daily updates if possible as to positive cases and to further indicate as part of such timelier reporting, where exactly amongst our neighborhoods such positive cases are located, using communication resources such as mapping, so that residents and their municipalities can be made aware of the very latest outbreaks and be better informed in helping to control the spread of COVID-19; and

That a copy of the correspondence be further sent to the County municipalities and the County of Essex. **"Carried"**

If you have any questions or comments regarding this matter, please contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read "Robert Auger".

Robert Auger, L.L.B.
Town Solicitor, Legal and Legislative Services/Clerk
Email: rauger@essex.ca

CC Mary Birch, Director of Council and Community Services/Clerk
County of Essex
Email: mbirch@countyofessex.ca

Paula Parker, Municipal Clerk/Risk Manager
Town of Amherstburg
Email: pparker@amherstburg.ca

Jennifer Astrologo, Director of Corporate Services/Clerk
Town of Kingsville
Email: jastrologo@kingsville.ca



Agatha Robertson, Director of Council Services/Clerk
Town of LaSalle

Email: arobertson@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk
Town of Lakeshore

Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services
Municipality of Leamington

Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk
Town of Tecumseh

Email: lmoy@tecumseh.ca



July 23, 2020

The Windsor Essex County Health Unit
Attention: Theresa Marentette, CEO
1005 Ouellette Avenue
Windsor, Ontario
N9A 4J8
Email: tmarentette@wechu.org

Dear Ms. Marentette,

RE: Request for Raw Data on Positive COVID-19 Cases in Essex County

At its Regular Meeting of July 20, 2020, the Town of Essex Council discussed the need for a more detailed breakdown of positive COVID-19 cases in our municipalities to assist with decision making. As a result of Council's discussion, the following resolution was passed,

"Moved by Councillor Bondy
Seconded by Councillor Bjorkman

That the Town of Essex requests that The Windsor Essex County Health Unit provide a detailed breakdown of data reporting on positive COVID 19 cases in our municipality and the region, based on classification relating to Travel, Close Contact, Community Contact and Agri-Farm as examples. This information is important and necessary to local decision makers and the general public to make decisions about programs and activities; and

That a copy of the correspondence be sent to the County municipalities and the County of Essex. Carried"

Accordingly, on behalf of Town of Essex Council we request that The Windsor Essex County Health Unit respectfully provides municipalities with more specific data as it relates to the reporting of COVID-19 cases. By providing this more specific data it will hopefully enable municipalities and the public to see the progress at a more granular level and react and make local decisions based on the raw data.



If you have any questions or comments regarding this matter, please contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read "Robert Auger".

Robert Auger, L.L.B.
Town Solicitor, Legal and Legislative Services/Clerk
Email: rauger@essex.ca

cc Mary Birch, Director of Council and Community Services/Clerk
County of Essex
Email: mbirch@countyofessex.ca

Paula Parker, Municipal Clerk/Risk Manager
Town of Amherstburg
Email: pparker@amherstburg.ca

Jennifer Astrologo, Director of Corporate Services/Clerk
Town of Kingsville
Email: jastrologo@kingsville.ca

Agatha Robertson, Director of Council Services/Clerk
Town of LaSalle
Email: arobertson@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk
Town of Lakeshore
Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services
Municipality of Leamington
Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk
Town of Tecumseh
Email: lmoy@tecumseh.ca

Valerie Critchley, City Clerk
City of Windsor
Email: clerks@citywindsor.ca



July 28, 2020

Honourable Navdeep Bains
Minister of Innovation, Science and Industry
C.D. Howe Building
235 Queen Street
Ottawa, ON K1A 0H5

Re: Investment in Rural Broadband Infrastructure

Dear Honourable Navdeep Bains:

On behalf of the residents and businesses of the Town of Mono, I want to add my voice to that of Ontario Minister of Municipal Affairs and Housing, the Honourable Steve Clark, in reminding your government of the importance of bringing high speed Internet to rural areas. Without reliable Internet access, businesses and residents are being left behind, furthering the digital divide between rural and urban centres.

The COVID-19 pandemic has only revealed deeper issues with Internet access in rural communities as businesses, students and teachers struggled with unreliable Internet. Rural residents are concerned that limited access is preventing their children from accessing remote learning tools and is leaving them behind in their education. It is hampering economic growth and limiting businesses' ability to recover from the pandemic.

Building the infrastructure needed to address these concerns will take a concerted effort by all levels of government. The Town of Mono, as a lower tier Ontario municipality, has been working on the issue for a number of years as has the upper tier County of Dufferin, including investing in the Southwestern Integrated Fibre Technology (SWIFT) initiative.

The need for immediate action has never been greater. We are encouraged by the Province of Ontario's commitment to invest a further \$315 million in the Broadband and Cellular Action Plan. The Town of Mono urges your government to take urgent action to provide immediate funding to build the infrastructure needed to ensure reliable broadband service in rural and underserved areas in Ontario.

Regards,

TOWN OF MONO

Laura Ryan
Mayor

Copies:

Honourable Catherine McKenna, Minister of Infrastructure and Communities
Honourable Maryam Monsef, Minister of Rural Economic Development
Honourable Ahmed Hussen, Minister of Families, Children and Social Development
Honourable Kyle Seebach, MP Dufferin-Caledon, Ontario
Honourable Steve Clark, Minister of Municipal Affairs and Housing, Ontario
Honourable Laurie Scott, Minister of Infrastructure, Ontario
Honourable Sylvia Jones, MPP Dufferin-Caledon, Ontario; Solicitor General, Ontario
All Ontario Municipalities (via email)

The Corporation of the
MUNICIPALITY OF TWEED

255 Metcalf St., Postal Bag 729
Tweed, ON K0K 3J0
Tel.: (613) 478-2535
Fax: (613) 478-6457



Email: info@tweed.ca
Website: www.tweed.ca
facebook.com/tweedontario

August 10, 2020

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

Attention: Jennifer Astrologo
Director of Corporate Services/Clerk

Dear Jennifer Astrologo:

I wish to advise that Council, at their regular meeting held July 28, 2020 passed a resolution in support of the Town of Kingsville's resolution requesting support for the Province to expand the Rent Assistance Program to include all businesses.

Yours truly,

Gloria Raybone
CAO-Treasurer, CPA,CA

/lw

**THE CORPORATION OF
THE CITY OF ELLIOT LAKE**

CERTIFIED TRUE COPY

Moved By: T. Turner
Seconded By: L. Cyr

THAT the City of Elliot Lake Council acknowledges and supports the following Private Member Bill put forward by Majid Jowhari: M-36, Emancipation Day, 43rd Parliament, 1 Session that reads as follows:

"THAT the House recognizes that:

The British Parliament abolished slavery in the British Empire as of August 1, 1834;

Slavery existed in the British North America prior to the abolition in 1834; Abolitionists and others who struggled against slavery, including those who arrived in Upper and Lower Canada by the Underground Railroad, have historically celebrated August 1st as Emancipation;

The Government of Canada announced on January 30, 2018 that it would officially recognize the United Nations International Decade for people of African Descent to highlight important contributions that people of African descent have made to Canadian society, and to provide a platform for confronting anti-Black racism;

The heritage of Canada's peoples of African descent and the contributions they have made and continue to make to Canada and in the opinion of the House, the Government should designate August 1 of every year as "Emancipation Day" in Canada; and

THAT support for this motion be sent to the Member of Parliament for Algoma and all House of Commons representatives; and

THAT support for this motion be sent to all municipalities in Ontario.

Resolution No. 249/20 Carried Mayor Dan Marchisella



Certified True Copy.

Natalie Bray

City Clerk August 14, 2020



The Corporation of The Town of Amherstburg

August 14, 2020

VIA EMAIL

Board of Health for the Windsor-Essex County Health Unit
1005 Ouellette Avenue
Windsor, Ontario N9A 4J8
Attention: Lee Anne Damphouse,
Executive Assistant to the Medical Officer of Health, CEO, and Board of Health

Windsor-Essex County Health Unit
1005 Ouellette Avenue
Windsor, Ontario N9A 4J8
Attention: Dr. Wajid Ahmed, Medical Officer of Health

Dear Ms. Damphouse and Dr. Ahmed:

RE: Request for more detailed information and data regarding the spread of COVID-19 in Essex County

At its meeting of August 10th, 2020, Council passed the following resolution for your consideration:

“That Administration BE DIRECTED to send correspondence in support of the Town of Kingsville’s resolution with respect to their request for the Windsor-Essex County Health Unit to provide more detailed information and data regarding the spread of COVID-19.”

Enclosed is a copy of the Town of Kingsville’s resolution for convenience and reference purposes.

Regards,

Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

CC:

Taras Natyshak, MPP – Essex
Email: tnatyshak-gp@ndp.on.ca

Chris Lewis, MP
Email: chris.lewis@parl.gc.ca

Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Town of Essex
Email: rauger@essex.ca

Jennifer Astrologo, Director of Corporate Services/Clerk - Town of Kingsville
Email: jastrologo@kingsville.ca

Agatha Robertson, Director of Council Services/Clerk - Town of LaSalle
Email: arobertson@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk - Town of Lakeshore
Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services - Municipality of Leamington
Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk - Town of Tecumseh
Email: lmoy@tecumseh.ca

Mary Birch, Director of Council and Community Services/Clerk -County of Essex
Email: mbirch@countyofessex.ca

Valerie Critchley, City Clerk – City of Windsor
Email: clerks@citywindsor.ca

Windsor-Essex County Health Unit/ Board of Health for the Windsor-Essex County Health Unit
Email: ldamphouse@wechu.org



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

July 31, 2020

Board of Health for the Windsor-Essex County Health Unit

1005 Ouellette Avenue

Windsor, Ontario N9A 4J8

Attention: Lee Anne Damphouse, Executive Assistant to the Medical
Officer of Health, CEO, and Board of Health ldamphouse@wechu.org

-And To-

Windsor-Essex County Health Unit

1005 Ouellette Avenue

Windsor, Ontario N9A 4J8

Attention: Dr. Wajid Ahmed, Medical Officer of Health ldamphouse@wechu.org

Dear Ms. Damphouse and Dr. Ahmed:

**RE: Request for more detailed information and data regarding the spread
of COVID-19 in Essex County**

As its Regular Meeting held July 27, 2020, the Town of Kingsville Council passed
the following Resolution:

461-2020

Moved By Councillor Kimberly DeYong

Seconded By Councillor Larry Patterson

WHEREAS to manage municipal services, municipalities require daily data on COVID-
19 cases broken down by all acquisitions i.e. close contact, Agri-farm, Long Term
Care Home/Retirement Home, Travel, hot zones and outbreaks (historical and
current);

AND WHEREAS in reviewing other regions such as Durham, Hamilton, Peel, and
Toronto, they provide an interactive website that allows the public to drill down to not
only the municipality level but to the neighbourhoods;

...2/

AND WHEREAS our Health Unit uses static reporting on a weekly basis with a municipal breakdown using percentages of region and this provides no granularity to allow the public and municipalities to evaluate health risks, openings, potential hot zones, and effectiveness of measures put in place to help control the spread;

AND WHEREAS as a municipality, our public needs to see the municipality and neighbourhood data trending over time from the beginning of the pandemic to help show our progress but also to allow us to evaluate future outbreaks and react based on the raw data;

AND WHEREAS the health units are mandated to provide transparency and there should be no privacy concerns as can be seen using municipality and neighbourhood data in other regions;

AND WHEREAS as the Town approaches the move to Stage 3 and beyond, municipality and neighbourhood data will allow our Council and the public to be informed and make decisions on protecting health and supporting our way to a successful reopening of our region.

NOW THEREFORE BE IT RESOLVED that Administration send a letter to the Windsor-Essex County Health Unit Board of Directors and Medical Officer of Health Dr. Wajid Ahmed, requesting more detailed information and data regarding the spread of COVID-19, with a copy of such letter to be sent to the MPPs of Kingsville and Leamington.

CARRIED

Thank you for your attention to this matter, and if you have any questions or require any further information, please contact the undersigned.

Yours very truly,



Sandra Kitchen, Deputy Clerk-Council Services
Corporate Services Department skitchen@kingsville.ca

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Page 3
July 30, 2020

cc: Taras Natyshak, MPP – Essex
Email: tnatyshak-qp@ndp.on.ca

Rick Nicholls MPP- Chatham-Kent-Leamington
Email: rick.nicholls@pc.ola.org

Mary Birch, Director of Council and Community Services/Clerk
County of Essex
Email: mbirch@countyofessex.ca

Paula Parker, Municipal Clerk/Risk Manager
Town of Amherstburg
Email: pparker@amherstburg.ca

Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk
Town of Essex
Email: rauger@essex.ca

Agatha Robertson, Director of Council Services/Clerk
Town of LaSalle
Email: arobertson@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk
Town of Lakeshore
Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services
Municipality of Leamington
Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk
Town of Tecumseh
Email: lmoy@tecumseh.ca

Valerie Critchley, City Clerk
City of Windsor
Email: clerks@citywindsor.ca

August 17, 2020

Ulli S. Watkiss
City Clerk
City of Toronto
100 Queen St. W.
Toronto, ON M5H 2N2

Sent via email: clerk@toronto.ca

**Re: Support to the City of Toronto in their Legal Challenge of the Amendments
made under Bill 184, Section 83
Our File 35.2.2**

Dear Ms. Watkiss,

At its meeting held on August 10, 2020, St. Catharines City Council approved the following motion:

WHEREAS the COVID-19 pandemic has caused much financial strain to residents of St. Catharines; and

WHEREAS many residents without income supports face the reality of evictions under the July 26, 2020 amendment of Provincial Bill 184 Section 83; and

WHEREAS Section 83 of Bill 184 states:

“Refusal for certain arrears of rent”

If a hearing is held in respect of an application under section 69 for an order evicting a tenant based on arrears of rent arising in whole or in part during the period beginning on March 17, 2020 and ending on the prescribed date, in determining whether to exercise its powers under subsection the Board shall consider whether the landlord has attempted to negotiate an agreement with the tenant including terms of payment for the tenant’s arrears; and

WHEREAS the City Council of Toronto voted 22-2 in support of a legal challenge of Bill 184 Section 83;

THEREFORE BE IT RESOLVED that the City of St. Catharines, City Council show support to the City of Toronto in their legal challenge of the amendments made under Bill 184, Section 83; and

BE IT FURTHER RESOLVED that this resolution be provided to the Premier's Office; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; and Niagara MPPs and MPs; and

BE IT FURTHER RESOLVED that a copy of this resolution be circulated to all Ontario municipalities requesting their support.

If you have any questions, please contact the Office of the City Clerk at extension 1524.



Bonnie Nistico-Dunk, City Clerk
Legal and Clerks Services, Office of the City Clerk
:em

Cc. Premier Doug Ford, doug.fordco@pc.ola.org
Honourable Steve Clark, Minister of Municipal Affairs and Housing, steve.clark@pc.ola.org
Chris Bittle, MP - St. Catharines, Chris.Bittle@parl.gc.ca
Dean Allison, MP - Niagara West, Dean.Allison@parl.gc.ca
Vance Badawey, MP - Niagara Centre, Vance.Badawey@parl.gc.ca
Tony Baldinelli, MP - Niagara Falls, Tony.Baldinelli@parl.gc.ca
Jennifer Stevens, MPP - St. Catharines, JStevens-CO@ndp.on.ca
Jeff Burch, MPP - Niagara Centre, JBurch-QP@ndp.on.ca
Wayne Gates, MPP - Niagara Falls, wgates-co@ndp.on.ca
Sam Oosterhoff, MPP - Niagara West-Glanbrook, sam.oosterhoff@pc.ola.org
Ontario Municipalities



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: info@huronkinloss.com

Website: <http://www.huronkinloss.com>

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

August 17, 2020

Dear Honourable Doug Ford;

Re: Copy of Resolution #485

Motion No. 485

Moved by: Don Murray Seconded by: Carl Sloetjes

THAT the Township of Huron-Kinloss hereby support the Council of the Township of Mapleton in their request that: The Province of Ontario undertake a review of the Farm Property Tax Class Rate Program to determine:

- a. The appropriateness of the cost of the Farm Property Tax Class Rate Program 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 Program;
- 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 program to farmland owners where the cost can be shared province wide

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kelly Lush'.

Kelly Lush
Deputy Clerk

c.c. Honourable Steve Clark, Minister of Municipal Affairs and Housing, Honourable Rod Phillips, Minister of Finance, Honourable Ernie Hardeman, Minister of Agriculture, Food & Rural Affairs, MPP Randy Pettapiece, Honourable Ted Arnott, all Ontario Municipalities, Rural Ontario Municipal Association (ROMA) and Association of Municipalities of Ontario (AMO).



CITY OF PORT COLBORNE

Municipal Offices
66 Charlotte Street
Port Colborne, Ontario
L3K 3C8
www.portcolborne.ca

Corporate Services Department, Clerk's Division

August 18, 2020

Honourable Doug Ford, Premier
Legislative Building, Queen's Park
Toronto, ON M7A 1Y7

Dear Premier Ford:

Re: Resolution – Funding and Inspections for Long Term Care Homes due to COVID-19 Pandemic

Please be advised that, at its meeting of August 10, 2020, the Council of The Corporation of the City of Port Colborne resolved as follows:

That the resolution received from the Township of South Glengarry regarding funding and regular inspections for Long Term Care facilities, be supported.

A copy of the above noted resolution is enclosed for your reference. Your favourable consideration of this request is respectfully requested.

Sincerely,

Amber LaPointe
City Clerk

Encl.

ec: Hon. Merrilee Fullerton, Minister of Long-term Care
Association of Municipalities of Ontario (AMO)
Ontario Municipalities



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 229-2020

SECONDED BY Lyle Warden **DATE** July 20, 2020

WHEREAS the COVID-19 pandemic has disproportionately affected the vulnerable elderly population in Canada's long-term care (LTC) homes and some of Ontario's LTC homes are among those with the highest fatality rates in the country as the pandemic has exposed deplorable conditions in many LTC homes across Canada; and

WHEREAS it is the mandate of the Ministry of Long-Term Care to inspect long term care homes on an annual basis and these inspections have consistently dropped in number since 2017 with only nine completed out of 626 long term care homes in 2019; and

WHEREAS residents have been endangered by personnel moving between infection zones without adequate equipment; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry urges the Ontario government to provide funding to increase full-time positions in place of casual and part-time labour in long term care homes and requests that the Ministry of Long-term Care acts to regularly inspect all long term care homes, and sound infection control measures are put in place at all Ontario long term care homes, and that this resolution be forwarded to Premier Ford, the Minister of Long-term Care Merrilee Fullerton and all Ontario municipalities for consideration.

☒ CARRIED

☐ DEFEATED

☐ POSTPONED


Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—



CITY OF PORT COLBORNE

Municipal Offices
66 Charlotte Street
Port Colborne, Ontario
L3K 3C8
www.portcolborne.ca

Corporate Services Department, Clerk's Division

August 18, 2020

Honourable Doug Ford, Premier
Legislative Building, Queen's Park
Toronto, ON M7A 1Y7

Dear Premier Ford:

**Re: Endorsement of Bill 164 – Protecting Vulnerable Persons in Supportive Living
Accommodation Act, 2019**

Please be advised that, at its meeting of January 27, 2020, the Council of The Corporation of the City of Port Colborne resolved as follows:

WHEREAS Niagara Centre MPP, Jeff Burch, introduced Private Member's Bill 164: Protecting Vulnerable Persons in Supportive Living Accommodation Act, 2019 (the "Bill") at the Legislative Assembly of Ontario;

AND WHEREAS the Province of Ontario regulates matters under the following statutes:

- a) Child, Youth and Family Services Act, 2017;
- b) Homes for Special Care Act;
- c) Long-Term Care Homes Act, 2007;
- d) Private Hospitals Act;
- e) Public Hospitals Act;
- f) Retirement Homes Act, 2010;
- g) Residential Tenancies Act, 2006;
- h) Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act, 2008.

AND WHEREAS there is a need for regulating private supportive living accommodations to protect individuals requiring special care;

NOW THEREFORE the City of Port Colborne endorses the Bill and will complete the following:

...2

1. Send a letter to the Premier, the Minister of Government and Consumer Services; the Minister of Health; the Minister of Children, Community, and Social Services; the Minister of Long-Term Care, and carbon copy the Association of Municipalities of Ontario stating the endorsement of the Bill and reasons for its support no later than one (1) month's time from the passing of this resolution; and,
2. Circulate the resolution endorsing the Bill to all municipalities in Ontario.

Your favourable consideration of this request is respectfully requested.

Sincerely,



Amber LaPointe
City Clerk

cc: Hon. Christine Elliott, Deputy Premier
Hon. Lisa Thompson, Minister of Government and Consumer Services
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Hon. Todd Smith, Minister of Children, Community and Social Services
Hon. Merrilee Fullerton, Minister of Long-Term Care
Andrea Horwath, Leader of the New Democratic Party
Association of Municipalities of Ontario (AMO)
Local Area Municipalities
Local Area MPPs

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 80-2020

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.aa) titled **Main Street Development Committee** be amended to add the appointments of the following additional lay appointees:

David Hunt
Karla Kroslak
Tasha Slater

2. **THAT** Paragraph 1.cc) titled **West Side Collector Road Steering Committee** be added, with the following appointments thereto:

West Side Collector Road Steering Committee

Mayor Nelson Santos
Councillor Laura Lucier
Councillor Larry Patterson

3. **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 24TH DAY OF AUGUST, 2020.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 81 - 2020

Being a By-law authorizing the entering into of an Agreement with Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (Reference No. CM20 0006) in order for private infrastructure to cross under Kings Highway 3

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

AND WHEREAS The Corporation of the Town of Kingsville (the "Town") deems it expedient for the Town to enter an Agreement with Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (Reference No. CM20 0006) in order for private infrastructure to cross under Kings Highway 3.

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

1. **THAT** the Town enters into and executes with Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario an Agreement (in order for private infrastructure to cross under Kings Highway 3; Reference No. CM20 0006) 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. **THAT** 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 24TH DAY OF AUGUST, 2020.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

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

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

1. Definitions

- 1.1. “As-constructed Drawings” shall mean the drawings signed and sealed by a licenced Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;
- 1.2. “Highway” shall mean Highway 3 under the jurisdiction and control of MTO in Essex County, designated as Controlled Access Highway;
- 1.3. “Location” shall mean the area of the Highway 3 at station 15+950 on ETR 116-3/17-0;
- 1.4. “Plant” shall mean a 300mm diameter DR 17 HDPE casing housing 2-100mm sanitary force mains and 1- 100mm spare line as shown in the Highway 3 Crossing Plan and Profile: Project No. 18-6970: Sheet No. 14 and 16, as illustrated in Schedule “A”;
- 1.5. “PTHIA” shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time.

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

3. Maintenance and Repair

- 3.1 The Municipality, under the terms of this Agreement, is hereby deemed to be under an obligation to effect, and shall effect at no cost to MTO, all required maintenance and repair to the Plant according to the standards of the Municipality, any other agencies as required for their approvals, and to the satisfaction of MTO. The Municipality, at no cost to MTO, shall keep the area of the Highway occupied by the Plant in a neat and tidy condition according to the standards of the Municipality, any other agencies as required, and to the satisfaction of MTO. The Municipality shall also obtain the necessary approvals/permits from MTO for all required maintenance and repair to the Plant.
- 3.2 In the case of maintenance and repair (emergency or otherwise), all costs associated with the repair of MTO infrastructure as a result of this activity shall be borne by the Municipality. Further, MTO will coordinate and implement the required traffic management and infrastructure repair in accordance with MTO standards in consultation with the Municipality, at the cost of the Municipality.

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

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

- A. The Municipality shall give MTO oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;
 - B. All work shall be completed to the satisfaction of MTO, in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014); and
 - C. MTO shall not be liable to the Municipality for any costs or damages incurred by the Municipality as a result of undertaking the required emergency repairs.
- 4.7. Nothing under paragraphs 4.1 to 4.6 shall be construed as lessening the obligation of the Municipality to MTO under the paragraph 9.1 indemnity.

5. **Insurance**

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

6. **Addresses**

- 6.1. The address of the Municipality for the purposes of this Agreement, unless the Municipality otherwise advises in writing, is:
- Municipal Services
The Corporation of the Town of Kingsville
2021 Division Road
Kingsville, ON
N9Y2Y9

Attention: Director of Municipal Services
Tel. (519)-733-2305
- 6.2. The address for MTO for the purposes of this Agreement, unless MTO otherwise advises in writing, is:
- Highway Corridor Management
Ministry of Transportation
659 Exeter Road
London, ON
N6E 1L3

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

7. **Warranty**

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

8. **MTO Encroachment Permit**

- 8.1. Upon execution of this Agreement, MTO will issue to the Municipality a MTO encroachment permit under section 38(2)(a) of the PTHIA. The terms and conditions of this permit are contained in Schedule 'B' of this Agreement.

- 8.2. A copy of this Agreement, including Schedule “A” and Schedule “B”, shall be attached to any future permit issued under PTHIA to the Municipality with respect to the Plant. Any such permit shall reference the same forming part of the terms and conditions of the permit.

9. Indemnification

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

10. Compliance with Laws

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

11. Assignment

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

12. Binding Agreement

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

IN WITNESS OF ALL contained in this Agreement:

THE CORPORATION OF THE TOWN OF KINGSVILLE

Mayor, Town of Kingsville
Nelson Santos

Clerk, Town of Kingsville
Jennifer Astrologo

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

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



SCHEDULE "B"

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

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

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

The Applicant shall also notify the MTO Corridor Management Officer, **Michael Kilgore by E-mail: Michael.Kilgore@ontario.ca** one (1) week **PRIOR** to commencing any work.

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

2. The applicant and their contractor(s) are responsible for all safety precautions and shall assume all liability for accidents. Two-way traffic must be maintained with a minimum of disruption at all times unless arrangements have been approved by the ministry. Traffic safety measures must be taken in accordance with the **Ontario Traffic Manual, Book 7, January 2014.**
3. **For MTO electrical locates please call 1-800-265-6072.**
4. No Material and Equipment shall be stored within 7.0m (23') of the travelled portion of any roadway.
5. No excavation is permitted within 3 m (10') of edge of pavement or back of curb. Excavations must be backfilled or fully enclosed/protected when unattended. All augured/directional bores shall have a one year performance warranty against heaving/settlements.
6. No excavating of the highway roadbed will be allowed for the purpose of recovering a boring device or underground piercing tool.
7. No torpedoes will be allowed for highway undercrossings.
8. Highway shoulders which are disturbed as a result of an installation will be restored by the Applicant with material as specified by the Ministry, at the applicant ' s expense, and to the satisfaction of the Ministry.
9. Pavement surfaces which become damaged as a result of an installation will be repaired by the Applicant as specified by the Ministry, at the applicant ' s expense, and to the satisfaction of the Ministry.
10. Affected areas to be restored to the original condition or better at no cost to the Ministry. All disturbed areas to be top-soiled, seeded or sodded as required. All disturbed ditches to be restored with at least four rows of sod placed in the bottom.
11. Any damage to trees, shrubs, ditches, grass areas shall be repaired or replaced by the Applicant, at the discretion of this Ministry. No trenching and/or plowing will be permitted within "Drip Line" of trees, without prior approval.
12. The Applicant is responsible for all damages to any existing utilities and/or encroachments during the installation. The Applicant is advised to contact the owner(s) of such, for location prior to commencing work.
13. The Applicant shall give the Ministry's district/Area Office written notice of completion of work, and of any changes made during construction. Any changes to the alignment of the installation beyond 0.5 m must have Ministry approval.
14. Work must be started within six (6) months of the date the permit is issued, or the permit becomes null and void.
15. This Permit may be temporarily revoked as result of the ministry wishing to carry out construction or other works in the area or for any other reasons, for any works carried out by the applicant under this permit.
16. The applicant must contact other agencies and municipalities (ie: conservation authorities, ministry of the environment, municipal drainage superintendent, etc.) as required, for their approvals.
17. All work performed within the right-of-way shall be done in accordance with the Occupational Health and Safety Act (of Ontario) and the Environmental Protection Act.
18. Utility poles and anchors shall be located in accordance with the Desirable Clear Zone requirements outlined in the latest MTO Roadside Design Manual.
19. The applicant shall co-ordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time. The applicant is

responsible for notifying the issuer of this permit if they become aware of this situation.

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



NOTIFICATION OF FIELD WORK OPERATIONS

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

Revision # _____

Page

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 82 - 2020

Being a By-law authorizing the entering into of a Road Use Encroachment Agreement with Red Suns Farms Ontario Limited for the construction, maintenance and operation of a private sewage line within Town Road Allowances

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 a Road Use Encroachment Agreement with Red Suns Farms Ontario Limited.

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

1. **THAT** the Town enters into and executes with Red Suns Farms Ontario Limited a Road Use Encroachment Agreement for the construction, maintenance and operation of a private sewage line within Town road allowances 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 Road Use Encroachment 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 24TH DAY OF AUGUST, 2020.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

ROAD USE ENCROACHMENT AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of August 2020

B E T W E E N:

THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter referred to as the “**Town**”)

OF THE FIRST PART

-AND-

RED SUN FARMS ONTARIO LIMITED.
(hereinafter referred to as the “**Owner**”)

OF THE SECOND PART

WHEREAS:

- A.** Her Majesty The Queen In Right Of The Province Of Ontario,
Represented By The Minister Of Transportation For The Province Of
Ontario (the “**MTO**”), represents that it is the owner of the lands described
as Highway 3 under the jurisdiction and control of MTO in Essex County,
designated as a Controlled Access Highway (the “**Highway**”);
- B.** The Owner has requested the permission of the Town, insofar as it may
lawfully do so, to authorize the Owner to construct a 300mm diameter DR
17 PE casing housing 2-100mm sanitary force mains as shown in the
Highway 3 Crossing Plan and Profile: Project No. 18- 6970: Sheet No. 14,
a 150mm diameter SDR 35 PVC gravity sewer crossing under Graham
Sideroad Crossing Plan and Profile : Project 18-6970 Sheet 8, and a
100mm diameter SDR 35 PVC forcemain running within the Road 3 E
road allowance Plan and Profile : Project 18-6970 Sheet 15 as illustrated
in Schedule “A” (the “**Watermain Line**”), under, along, over, through or
across a road allowance, municipal land, or municipal infrastructure under
jurisdiction of the Town;

- C. The proposed location of the Watermain Line shall also cross the Highway under the jurisdiction of the MTO, and the Owner must obtain the consent of the MTO with respect to same;
- D. The MTO will only enter into an agreement with the Town with respect to the construction, maintenance, repair and replacement of the Watermain Line, which agreement is dated the ____ day of _____, 2020 (the “**MTO Agreement**”), a copy of which is attached hereto as Schedule “B”;
- E. The Owner must enter into an agreement with the Town to indemnify and save harmless the Town for all losses, costs, and damages in relation to the construction, maintenance, repair and replacement of the Watermain Line, including but not limited to the Town’s obligations to the MTO under the MTO Agreement;
- F. By entering into this Agreement with the Town, the Owner agrees to perform any and all obligations and liabilities of the Town as set forth in the MTO Agreement, and bear any and all costs in relation thereto; and,
- G. The parties hereto deem it expedient to enter into this Agreement to give effect to the Owner’s proposal of constructing the Watermain Line.

NOW THEREFORE IN CONSIDERATION of the undertakings and agreement hereinafter expressed and upon the terms hereinafter set forth, the Town and Owner mutually covenant and agree as follows:

1. In this Agreement the following words shall have the following meanings:
 - (a) “As-Constructed Drawings” shall mean the drawings signed and sealed by a licensed Professional Engineer that reflect all elements of the completed work. The drawings shall depict coordinates and elevations at 5.0 m intervals along the completed installation based on geodetic datum and a typical detail cross-section;

- (b) “Location” shall mean the area of the Highway 3 at station 15+950 on ETR 116- 3/17-0, as referenced in the MTO Agreement;
- (c) “MTO” means Her Majesty The Queen In Right Of The Province Of Ontario, Represented By The Minister Of Transportation For The Province Of Ontario;
- (d) “Municipal Infrastructure” means the basic physical and organizational structure and facilities (e.g. buildings, roads, sanitary sewers, storm sewers, water lines, municipal drains etc.) under the jurisdiction of the Town;
- (e) “Municipal Land” means any and all real property under the jurisdiction or control of the Town;
- (f) “PTHIA” shall mean the Public Transportation and Highway Improvement Act, R.S.O. 1990, c. P.50 and any amendments thereto from time to time;
- (g) “Town” means The Corporation of the Town of Kingsville;
- (h) “Owner” means Red Sun Farms Ontario Limited. who is liable in connection with this Agreement and the MTO Agreement, and who owns the property known municipally as 2173 Road 4 E;
- (i) “Crossing Plan and Profile” means Project No 18-6970 prepared by Dillon Consulting attached hereto and marked as Schedule “A”;
- (j) “Director of Municipal Services” means the Director of Municipal Services for the Town, or designate;
- (k) “Road” or “Road Allowance” means a municipal road allowance or public highway under the jurisdiction of the Town and shall include not only the travelled portion of a public highway but also ditches, driveways, sidewalks

and grassy areas forming part of the road allowance now or at any future time;

- (l) "Watermain" means the 300mm diameter DR 17 PE casing housing 2-100mm sanitary force mains as shown in the Highway 3 Crossing Plan and Profile: Project No. 18- 6970: Sheet No. 14, a 150mm diameter SDR 35 PVC gravity sewer crossing under Graham Sideroad Crossing Plan and Profile : Project 18-6970 Sheet 8, and a 100mm diameter SDR 35 PVC forcemain running within the Road 3 E road allowance Plan and Profile : Project 18-6970 Sheet 15 as illustrated in Schedule "A";
2. Upon the Director of Municipal Services providing written approval and agreeing in writing to the location of the proposed Watermain Line, being the location as illustrated in Schedule "A", permission to construct, reconstruct, maintain, remove or alter the Watermain Line is granted to the Owner subject to the terms and conditions contained within this Agreement and the MTO Agreement.
3. The Watermain Line shall be constructed, reconstructed, maintained, removed or altered, at the Owner's sole cost and expense, and in accordance with good engineering and construction practices and with the *Occupational Health and Safety Act* (of Ontario) (the "**OHSA**") and the *Environmental Protection Act* (the "**EPA**"). In any event, the Watermain Line shall conform to the drawing contained in in Schedule "A" and the requirements set forth in Schedule "B" of the MTO Agreement and be installed as directed by the Director of Municipal Services.
4. When constructed and completed, the Watermain Line shall not obstruct or interfere with or render more difficult or dangerous the use of the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure. In the event that as a result of the construction, reconstruction, maintenance, removal or alteration of the Watermain Line, an obstruction or interference is caused,

then, the Owner shall do all things necessary, at its sole expense, to remove such obstruction or interference without delay.

5. The Owner, its successors in title or permitted assigns, shall repair the Highway, Road Allowance, Municipal Land, and/or Municipal Infrastructure, as applicable, and replace materials moved or removed therefrom, in as nearly the same condition as that in which they are found at the time of commencement of any work undertaken in connection with the said Watermain Line construction or reconstruction, or its future maintenance, alteration or removal. In the event of an open cut to the road or shoulder, all backfilling materials shall be in accordance with the requirements of the Director of Municipal Services.
6. The Owner, at its sole cost and expense shall obtain any and all necessary approvals/permits from MTO and the Town for any and all construction, maintenance and repair to the Watermain Line. In the case of any constructions, maintenance and repair (emergency or otherwise), all costs associated with the repair of the Highway, Road Allowance, Municipal Land, and Municipal Infrastructure as a result of this activity shall be borne by the Owner. The Owner agrees to indemnify and hold harmless the Town from any costs and expenses associated with the MTO coordinating and implementing any and all required traffic management and infrastructure repairs in accordance with MTO standards and Ontario Traffic Manual, Book 7 (January 2014), and in consultation with the Municipality.
7. Except in cases of emergency, at least forty-eight (48) hours written notice shall be given by the Owner to the Director of Municipal Services of any work to be undertaken in constructing, maintaining or repairing the Watermain Line under, over or across the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure. Any maintenance or repair of an emergency nature shall be reported to the Director of Municipal Services or

other appropriate official of the Town as soon as possible, with a written notice to follow detailing the nature of the emergency and the actions taken. Any damage to the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure shall be reported forthwith in writing to the Director of Municipal Services and shall be repaired, altered or relocated by Town forces, and all expenses and liabilities shall be the responsibility of the Owner and shall be assumed and paid by them forthwith on demand. Failure of the Owner to pay within thirty (30) days of demand will cause this Agreement to become voidable at the discretion of the Town.

8. The location, elevation and method of construction, reconstruction, maintenance or removal of the said Watermain Line under, over or across the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure shall be subject, respectively, to the written approval of the Director of Municipal Services. The Owner shall provide to the Town, prior to construction, two (2) copies of construction drawings for the entire route of the Watermain Line and showing the materials to be used and the method by which the materials will be installed. Within sixty (60) days of the completion of the works, two (2) hard copies and one (1) electronic copy of "As-Constructed Drawings" shall be provided to the Town.
9. A certified cheque in the amount of Seventy-Five Thousand (\$75,000.00) Dollars shall be deposited by the Owner with the Town prior to construction each time the Owner submits a request to construct, reconstruct, replace, maintain or alter the Watermain Line (the "**Deposit**"). The said monies deposited shall be held by the Town as security to ensure that the Owner satisfies the conditions of this Agreement and rectifies any matters required by the Director of Municipal Services acting reasonably. Each crossing of the Municipal Road or Municipal Infrastructure will be considered as a separate Watermain Line crossing and will require separate deposits. Any deposits held by the Town will be returned to the Owner within ninety (90)

days of written notification by the Owner to the Town provided that the Director of Municipal Services, acting reasonably, is satisfied that all of the conditions of this Agreement have been fully satisfied.

10. It is understood and agreed that under the terms of this Agreement, the Owner shall be responsible for bearing all costs in relation to, and providing all necessary warning signs, safety devices and traffic diversion to adequately warn the public of construction in Highway areas and the Owner hereby indemnifies and saves harmless the Town, its employees and agents, from and against all claims, liabilities, losses, costs, damages, or expenses of every kind, including legal fees, that may be incurred or suffered as a consequence of the Owner failing to place, maintain and operate such warning signs, protective devices and traffic diversion.
11. The Owner, at its own expense, at any time on the receipt of written notice (the “**Notice**”), from the Town and/or MTO as the case may be, shall suspend operations, remove, alter, or relocate any or all of the Watermain Line contemplated herein as may be required by the Town or the MTO to facilitate any Town or MTO construction project, reconstruction project, or maintenance project within the Highway, a Road Allowance, Municipal Land, or Municipal Infrastructure which requires the construction of buried foundations, or any other works, at the same location as Watermain Line. The Town and MTO shall act reasonably in the design and specification of any such construction or reconstruction project, and prior to requiring any such removal, alteration, or relocation of any portion of the Watermain Line, MTO and the Town shall assess all reasonable design alternatives which do not necessitate any removal or relocation of the Watermain Line. The Owner acknowledges and agrees that:
 - i. Any Notice from MTO shall:

- a) specify either the portion or the whole of the Watermain Line to be dealt with; and,
 - b) specify a relocation and/or temporary diversion date of at least 60 calendar days after the date of the postmark, if by mail, or after the date of transmission, if by facsimile.
- ii. On or following any respective relocation and/or temporary diversion date, the Owner shall cause the area of the Highway, specified in the Notice, to be left in a neat and tidy condition.
- iii. On the relocation and/or temporary diversion date referred to in the Notice, the use by the Owner of the portion of the Highway specified by that Notice is hereby deemed to be ended.
- iv. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by MTO or the Town in its sole discretion, requiring the MTO or the Town to act to repair or maintain the Highway in respect of matters of highway safety or highway traffic flow:
 - a) The MTO or the Town, may give the Owner oral or written notice of such emergency. Upon such notice, the MTO or the Town, may temporarily suspend the rights of the Owner under this Agreement; and,
 - b) The MTO or the Town, shall not be liable to the Owner for any costs or damages incurred by the Owner as a result of such temporary suspension.
- v. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by the Owner in its sole discretion, requiring the Owner to act to repair or maintain the Watermain Line:
 - a) The Owner shall give the Town oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the Highway;

- b) All work shall be completed to the satisfaction of the Town and the MTO, in accordance with the OHS and the EPA. All traffic control shall be in compliance with Ontario Traffic Manual, Book 7 (January 2014);
 - c) Neither the MTO or the Town shall be liable to the Owner for any costs or damages incurred by the Owner as a result of undertaking the required emergency repairs; and,
 - d) Nothing in this section shall be construed as lessening the obligation of the Owner to the Town and/or the MTO under paragraph 17 herein.
 - vi. The Town or the MTO as applicable may charge the Owner for the cost of any and all work against the Deposit held by the Town, as hereinbefore described any deficiency shall be paid by the Owner within thirty (30) days of written demand, otherwise this Agreement shall be voidable at the discretion of the Town.
12. When it is necessary for work to be done on the Watermain Line for any purpose, the Owner shall consult with the Director of Municipal Services so that service corridors may be readily located when the need arises. The Watermain Line shall be posted at the completion of its installation at the sole expense of the Owner.
13. Nothing in this Agreement shall relieve the Owner from compliance with the provisions of any applicable by-laws of the Town.
14. The Owner shall be responsible to pay the Town's reasonable legal fees, plus tax and applicable disbursements, associated with the preparation and review of this Agreement.
15. Upon termination of this Agreement and/or abandonment of the Watermain Line, the Owner shall abandon the Watermain Line and all other obligations of the Owner shall continue under the provisions of this Agreement until all

of such obligations have been complied with and completed in full to the satisfaction of the Director of Municipal Services acting reasonably.

16. If the Owner should fail to abandon and remove the Watermain Line from the Highway within one (1) year of abandonment or termination of this Agreement and the Town or the MTO requires the removal of all or any part of the Watermain Line for the purpose of altering or improving the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure in order to facilitate the construction of utility or other works, the Town or the MTO, may remove and dispose of so much of the Watermain Line as the Town or the MTO may require for such purposes and the Owner shall have no recourse against the Town for any losses, costs, expenses or damages occasioned thereby.
17. The Owner shall indemnify and save harmless the Town from and against all claims, demands, proceedings, actions, obligations, liabilities, losses, damages, costs, interest, or other expenses of every kind including legal fees that the Town may incur or suffer as a consequence of anything done or omitted to be done by the Owner and/or in connection with the placing, maintenance, operation, replacement or repair of the Watermain Line or any part thereof.
18. Forthwith upon execution of this Agreement, the Owner shall deliver to the Town, a certificate of a comprehensive liability policy of insurance with policy limits in the amount of not less than Five Million (\$5,000,000.00) Dollars, the form and content of which shall be satisfactory to the Town and/or the MTO and naming both the Town and the MTO as an additional insured. Said policy must contain a cross liability clause endorsement. The policy shall not be subject to cancellation until such time as this Agreement is terminated.

19. During the term of this Agreement and any subsequent renewals thereof, the Owner shall be responsible for maintaining the Watermain Line and, where the same has to be repaired, altered, removed or relocated, the Owner shall return the Highway, Road Allowance, Municipal Land, or Municipal Infrastructure to its original condition to the satisfaction of the Director of Municipal Services acting reasonably.
20. If any dispute or controversy shall occur between the parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement, such dispute shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice, upon the application of either of said parties and a Judge of the Ontario Superior Court of Justice shall be entitled to act as such arbitrator if he or she so desires. The arbitration shall be held in the Town of Kingsville or such other location in Essex County that the parties and the arbitrator may agree upon. The procedure to be followed shall be agreed by the parties or, in default of an agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act* (Ontario), S.O. 1991, c.17. The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by either party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the board or arbitration, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
21. The Owner may not assign any part of this Agreement unless the Town and/or the MTO as applicable consents in writing to such assignment, and provided that the Owner enters into a form of Agreement guaranteeing

compliance with the terms of this Agreement by the assignee and such assignment shall be effective only upon execution of an Agreement binding the assignee to the terms of this Agreement.

22. Any notice to be given under the provisions of this Agreement may be effectually given to the Town by delivering same by registered mail, postage prepaid, addressed as follows:

To the Town:

Attention: Director of Municipal Services
The Corporation of the Town of Kingsville,
2021 Division Road North,
Kingsville, Ontario N9Y 2Y9

To the Owner:

Red Sun Farms Ontario Limited
1233 Road 4 E
Kingsville, Ontario N9Y 2E5

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

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

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the day first written above.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

Per: _____
Name: Nelson Santos
Title: Mayor

Per: _____
Name: Jennifer Astrologo
Title: Clerk

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

RED SUN FARMS ONTARIO LIMITED.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

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

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 83-2020

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its August 24, 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 August 24, 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
24th day of August, 2020.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo