



**REGULAR MEETING OF COUNCIL
AGENDA**

Monday, February 27, 2017, 7:00 PM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

Pages

A. CALL TO ORDER

B. MOMENT OF SILENCE AND REFLECTION

C. PLAYING OF NATIONAL ANTHEM

D. 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.

E. PRESENTATIONS/DELEGATIONS

- 1. Richard Wyma, General Manager/Secretary-Treasurer of Essex Region Conservation Authority**

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Presentation of 2016 ERCA Annual Report and Video, and 2017 Budget

F. MATTERS SUBJECT TO NOTICE

- 1. Zoning By-law Amendment ZBA/02/17 & Site Plan Approval SPA/01/17 M & M Farms Ltd. 1755 Road 4 E (County Rd. 18) Part of Lot 11, Concession 3 ED**

21

PUBLIC MEETING

R. Brown, Manager of Planning and Development Services

i) Planning Report dated February 13, 2017) Planning Report dated February 13, 2017

ii) Proposed By-law 30-2017, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville, 1755 Road 4 East (County Road 18)

Recommended Action

It is recommended that Council:

1. approve zoning amendment application ZBA/02/17 to rezone a portion of the subject property from 'Extractive Industrial (M4)' to 'Agriculture Zone 1 (A1)', and adopt the implementing by-law.
2. approve the proposed site plan, subject to the conditions outlined in the site plan agreement, for a two phase 9.8 ha (24.34 ac.) greenhouse with auxiliary warehouse and supporting facilities and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

**2. Zoning By-law Amendment ZBA/04/17 & Site Plan Approval SPA/02/17
720 Road 4 W**

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PUBLIC MEETING

R. Brown, Manager of Planning and Development Services

i) Planning Report dated February 14, 2017) Planning Report dated February 14, 2017) Planning Report dated February 14, 2017) Planning Report dated February 14, 2017

ii) Proposed By-law 31-2017, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

iii) Comments from resident, P. Welker, dated February 21, 2017

Recommended Action

It is recommended that Council:

1. approve zoning amendment application ZBA/04/17 to rezone the subject property to a site specific 'Agriculture Zone 1Exception 59 (A1-59)' to permit a manufacturing use, limited to the production of decorative concrete products and adopt the implementing by-law.
2. approve the proposed site plan, subject to the conditions outlined in the site plan agreement, for the construction of a 19.5 m x 24.4 m (64 ft. x 80 ft.) building and associated driveway and parking area and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

3. ZBA/03/17 - Application for Zoning Amendment Sunvalley Hydroponics Ltd. 1579 Albuna Townline Pt. Lot 18, Concession 8 Roll No. 3711 290 000 19701

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PUBLIC MEETING

K. Brcic, Town Planner

i) Planning Report dated February 14, 2017) Planning Report dated February 14, 2017

ii) Proposed By-law 13-2017, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

Recommended Action

It is recommended that Council approve Zoning By-law Amendment ZBA/03/17 to rezone the retained lands relative to the granted consent (B/16/16) from 'Agriculture Zone 1 (A1)' to 'Agriculture – Restricted Zone 2 (A2)' on lands currently known as 1579 Albuna Townline, and adopt the implementing by-law 13-2017.

4. **ZBA/13/16 - Application for Zoning By-law Amendment Wayne & Connie Stockwell 182 County Road 27 E CON NTR, PT Lot 269 Roll # 3711 270 000 06100**

61

PUBLIC Meeting

K. Brcic, Town Planner

i) Planning Report dated February 15, 2017

ii) Proposed By-law 25-2017, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

Recommended Action

It is recommended that Council approve Zoning By-law Amendment ZBA/13/16 as a condition of Consent B/22/16, to rezone the subject lands from 'Agriculture Zone 1 (A1)' to 'Rural Residential Exception 12 (RR-12)' on lands known as 182 County Road 27 East, and adopt the implementing by-law.

G. AMENDMENTS TO THE AGENDA

H. ADOPTION OF ACCOUNTS

None.

I. STAFF REPORTS

1. **Kingsville Website Draft RFP**

73

T. Iacobelli, Manager of Information Technology

Recommended Action

Council to either approve the scope of the draft RFP or provide administration with any additional specific functionality they wish to see

included. Upon approval of the draft RFP, administration is seeking approval to proceed with the public advertising of the RFP on the Bids and Tenders website.

2. Section 65 (3) Report for Z.D.S Greenhouses 113

K. Vegh, Drainage Superintendent

Recommended Action

It is administrations recommendation that Council adopt the Engineer's Report prepared by Baird AE dated October 25, 2016 for a change in assessment to the lands owned by Z.D.S. Farms Ltd., Roll No. 660-01600 as well as the determination by the Engineer that the increased flow volumes will not negatively impact the Mcdonald Drain.

3. M&M Farms Ltd Water Works Petition 122

A. Plancke, Director of Municipal Services

Recommended Action

That Council authorizes the Director of Municipal Services to appoint Stantec Consulting as the engineer on this project and to proceed with the preparation of the construction plans, tendering, and oversee construction of the water works after the engineers report is presented to Council.

That Council approve the draft agreement and accept the signed Petition for Waterworks for the provision of water services to the lands identified as vacant farmland described as Con 3ED PT LOT 11 RP 12R8331 Part 2 located adjacent to Road 4 East (CR18), roll Number 340-08200, as requested by Mr. Mike Mastronardi of M& M Farms Ltd, and authorize Administration to prepare the necessary by-law for passage at the next regular meeting.

4. Road 11 East Water Works Petition 135

A. Plancke, Director of Municipal Services

Recommended Action

That Council authorizes Municipal Services to retain an engineer through the Request for Quotation (RFQ) process and that the selected engineering firm prepare a report representing associated costs for the development of construction plans, tendering, and construction of the listed waterworks project for endorsement or denial of the petitioners and that a subsequent report to Council defining the project status and parameters is prepared and presented at a future regular meeting of Council.

5. Statement of Remuneration & Expenses 2016 148

S. Zwiers, Director of Financial Services

Recommended Action

That Council receives the Statement of Remuneration & Expenses Report for 2016.

J. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

1. Union Water Supply System 152

Correspondence dated February 7, 2017 RE: Kingsville Water Distribution System Annual Report Requirement (Section 11, Reg. 170/03) and Kingsville Water Distribution Summary Report (Schedule 22, Reg. 170/03)

Recommended Action

Council receive Annual Report for the Kingsville Water Distribution System supplied by the Union Water Supply System (Sec. 11, Reg. 170/03), provide the same at no charge to the public on request; and post on the municipal website; and further: That Council receive Summary Report for the Kingsville Water Distribution System supplied by the Union Water Supply System (Schedule 22, Reg. 170/03).

2. Union Water Supply System 165

Correspondence dated February 7, 2017 RE: Union Water Supply System Annual Report for 2016 in accordance with Section 11, O. Reg 170/03)

Recommended Action

Council receive Union Water Supply System Annual Report for 2016 in accordance with Section 11. O. Reg. 170/03; provide a copy of the report to anyone who requests it, free of charge; authorize administration to post a copy of the report on the municipal website; and authorize administration to include a notice that the report is available at the municipal office and at the Ruthven Water Treatment Plant in any newsletter or other notice issued to residents.

3. Gosfield North Sportsmen Association 175

Correspondence dated January 12, 2017 RE: 2017 Wild Game Dinner

Recommended Action

Council authorize the purchase of 3 3/4 x 5 page advertisement in the program booklet for the 27th Annual Wild Game Dinner hosted by the Gosfield North Sportsmen Association at a cost of \$50.00.

K. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council - February 13, 2017 178

2. Regular Closed Session Meeting of Council - February 13, 2017

Recommended Action

Council adopt Regular Meeting of Council Minutes and Regular Closed Session Council Minutes dated February 13, 2017

L. MINUTES OF COMMITTEES AND RECOMMENDATIONS

- 1. Tourism and Economic Development Committee--December 8, 2016** 191

Recommended Action
Council receive the Tourism and Economic Development Committee Meeting Minutes dated, December 8, 2016.
- 2. Kingsville BIA--January 10, 2017** 195

Recommended Action
Council receive the Kingsville BIA Meeting Minutes dated, January 10, 2017.
- 3. Drainage Advisory Committee-November 9, 2016** 198

Recommended Action
Council receive the Drainage Advisory Committee Meeting Minutes dated, November 9, 2016.
- 4. Heritage Advisory Committee-January 11, 2017** 201

Recommended Action
Council receive the Heritage Advisory Committee Meeting Minutes dated, January 11, 2017.
- 5. Union Water Supply System Joint Board of Management--December 21, 2016** 204

Recommended Action
Council receive the Union Water Supply System Joint Board of Management Meeting Minutes dated, December 21, 2016.
- 6. Union Water Supply System Joint Board of Management--January 18, 2017** 210

Recommended Action
Council receive Union Water Supply Joint Board of Management Meeting Minutes dated, January 18, 2017.

M. BUSINESS CORRESPONDENCE-INFORMATIONAL

- 1. Municipality of Neebing-Correspondence dated February 7, 2017 RE: Carbon Tax Credits for Municipalities** 216
- 2. Windsor-Essex County Health Unit--Copy of correspondence dated February 3, 2017 to The Hon. Dr. Eric Hoskins, Minister of Health and Long-Term Care RE: Opioid Addiction and Overdose** 218
- 3. Windsor-Essex County Health Unit--Copy of correspondence dated February 3, 2017 to The Hon. Dr. Eric Hoskins, Minister of Health and Long-Term Care RE: Marijuana controls under Bill 178, Smoke-Free** 219

Ontario Amendment Act, 2016

- | | | |
|----|---|-----|
| 4. | Municipality of Port Hope--Resolution Petitioning the Province to recognize the municipal fire service as critical infrastructure by including funding for Fire Dept. infrastructure | 221 |
| 5. | ERCA and Ontario Invasive Plant Council-Invitation to Creating an Invasive Plant Management Strategy Workshop on Thursday, March 9, 2017 at Essex Centre Sports Complex | 222 |
| 6. | Township of Muskoka--Copy of correspondence to the Premier of Ontario, dated February 9, 2017 RE: Resolution RE: Fire Protection and Prevention Act, 1997 | 223 |
| 7. | Thames Centre-Correspondence dated February 7, 2017 RE: Fire Dept. Infrastructure | 227 |

Recommended Action

Council receive information items 1-7.

N. NOTICES OF MOTION

- | | | |
|----|--|-----|
| 1. | Deputy Mayor G. Queen may move or cause to have moved: | 231 |
| | That the Administration of the Town of Kingsville prepare and advertise for Members of the Community to Volunteer for Council Appointment to the Communities in Bloom Committee | |
| 2. | Deputy Mayor G. Queen may move or cause to have moved: | |
| | That Council enter into Closed Session to address an item pursuant to Section 239(2)(b), being a personal matter about an identifiable individual, including municipal or local board employees, being a member of Senior Administration. (See Closed Session) | |

O. UNFINISHED BUSINESS, ANNOUNCEMENT, AND UPDATES

P. BYLAWS

- | | | |
|----|---|-----|
| 1. | By-law 13-2017 | 233 |
| | Being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/03/17) | |
| | To be read a first, second and third and final time | |
| 2. | By-law 14-2017 | 235 |
| | Being a by-law to designate a certain property, including land and buildings, known as The Alfred J. Allworth House (755 Seacliff Dr., Kingsville) as being of cultural heritage value or interest under the provisions of the Ontario Heritage Act, R.S.O. 1990, c. O.18, as amended | |

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

3. By-law 25-2017 240

Being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/13/16)

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

4. By-law 29-2017 242

Being a By-law authorizing the entering into of an Application-Based Component Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario (Ontario Community Infrastructure Fund Top-Up Application Component / Park Street Road Reconstruction Project; File Number: OCIF AC3-3147)

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

5. By-law 30-2017 278

Being a By-law to Amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/02/17)

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

6. By-law 31-2017 280

Being a By-law to Amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/04/17)

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

Q. CLOSED SESSION

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

1. **Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees, being a member of Senior Administration.**

R. REPORT OUT OF CLOSED SESSION

S. CONFIRMATORY BY-LAW

1. By-law 32-2017 283

Recommended Action

Council read By-law 32-2017, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its February 27, 2017 Regular Meeting a first, second and third and final time.

T. ADJOURNMENT

2017 BUDGET



Essex Region Conservation Authority

sustaining the place for life

The Essex Region Conservation Authority is one of 36 Conservation Authorities across Ontario. The role of Conservation Authorities and their relationship to various partners, including member municipalities and the provincial government derives primarily from their enabling legislation, the *Conservation Authorities Act* of Ontario.

This *Act* provides a broad mandate which allows Conservation Authorities to set priorities in collaboration with member municipalities. Our programs demonstrate an ongoing and consistent response to real and serious problems and challenges in the region – land degradation, natural area coverage, and flooding and erosion – the same challenges we faced upon establishment. Today, new issues such as water quality and the Great Lakes, climate adaptation, and sustainable communities must be considered in meeting the needs of municipalities.

Building from our successes, ERCA's focus continues to be in finding new ways to leverage resources which more effectively address provincial and watershed priorities. Given our daily reliance on our natural resources, the projects, programs and priorities implemented by ERCA are critically important to ensuring the Windsor/Essex/Pelee Island region will continue to be **the Place for Life**.

The Essex Region Conservation

Authority was established in 1973 to protect, restore and manage the natural resources of the Windsor-Essex region. In keeping with the *Conservation Authorities Act*, ERCA works in partnership with residents, municipalities, the Province of Ontario, Government of Canada, and other agencies to increase natural area coverage through tree planting and habitat restoration, improve water quality across our watersheds and our Great Lakes, protect people and property from flooding and erosion, and further our understanding of the environment through science and education. Our goal is a sustainable future which improves our local environment, helps create a community we can all be proud of, and a more vibrant economy that makes this region **The Place for Life**.

2017 WATERSHED PRIORITIES

ERCA has consistently demonstrated a strong business case to member municipalities, and is unique from other organizations and agencies in our ability to leverage funds and partnerships to complete projects in our region. The following are some project highlights for 2017.



Climate Change

- Provide input and comments on Lakeshore, Kingsville, Tecumseh, and Leamington Official Plans; three Official Plan Amendments in the City of Windsor; and provide advice and guidance to municipalities on over 700 Planning Act applications.
- Implement 'one window services' to facilitate review of over 900 permit applications including stormwater management submissions of greenhouse developments, major subdivision developments, 150 Municipal Drainage Act submissions, responses to legal requests, 1,200 general inquiries from landowners.
- Apply for and undertake over \$1.2 million in Water and Erosion Control Infrastructure (WECI) projects in Windsor and Lakeshore (subject to WECI approvals), providing \$600,000 in funding for those municipalities.
- Manage \$3.2 million improvement project on the Lennon Drain for the City of Windsor
- Update the Essex Region Flood Contingency Plan with additional new information technologies and sources of additional real time weather and climate information.
- Initiate the development of a Climate Adaptation Strategy with municipalities to address the impacts of climate change through adaptation and mitigation; and identify actions to address impacts on terrestrial and aquatic ecosystems, water quantity and quality, infrastructure, energy, human communities, and agriculture.

Great Lakes

- Implement research and projects supporting the reduction of phosphorus (P) to Lake Erie including the analysis of water control structures for tile drainage management, rain gardens for urban storm water management, the research of innovative farming practices

and Best Management Practices at our demonstration farm that may result in lower phosphorus outputs.

- Continue working with provincial partners on intensive BMP implementation and research program in the Wagle Creek watershed through the Great Lakes Agricultural Stewardship Initiative (GLASI); continued monitoring of streams in the Kingsville/Leamington area to better understand the influence of greenhouses on water quality; intensive monitoring of streams and recreational beaches to track the intensity of harmful algal blooms and to work towards a more rapid method of detection of the toxin they produce.
- Continue monitoring 24 surface water quality stations and 10 ground water quality stations and near shore Great Lakes water quality stations as part of the Provincial Water Quality networks.

Landscapes and Habitats

- Complete wetlands assessment and mapping for MNRF for 500 hectares of Provincially Significant Wetlands.
- Restore at least 100 acres of forest, plant at least 100,000 trees, 20 acres of prairie and collect 2,000 pounds of seed.
- Create a minimum of 4 new wetlands that will help restore hydrology, improve water quality and habitat for wildlife and fish.
- Partner with Caldwell First Nation to undertake the restoration of a coastal wetland at the mouth of Sturgeon Creek. Work with partners to fund the creation of a 70 acre managed wetland at Cedar Creek and a new 10-acre experimental wetland at Hillman Marsh.
- Work with partners to initiate large scale restoration opportunities on the Detroit River to enhance fish habitat, provide greater access to the river for residents to work toward de-listing the Detroit River as an AOC.

Sustainable Communities

- Draft and initiate consultations on Place for Life Policies to ensure ERCA's planning and regulations policies reflect changes in legislation, respond to the changing conditions and municipal demands in our region, and are consistent with ERCA's 2016-2025 Strategic Plan: Sustaining the Place for Life.
- Complete Technical Appendices including Environmental Impact Assessment Guidelines, Stormwater Management Guidelines and Municipal Memorandums of Understanding to facilitate the review and technical clearance of municipal and County planning applications as per the Planning Act.
- Continue to invest in Conservation Areas, including replacement of Maidstone Woods Conservation Area boardwalks; resurfacing Chrysler Canada Greenway with provincial partners; and installation of new roof on the Sawmill Building at the John R. Park Homestead.
- Open the Cypher Systems Group Greenway in partnership with the Essex Region Conservation Foundation, the Town of Essex, and senior levels of government to connect Essex and Amherstburg.
- Work with the Town of Tecumseh, Essex Region Conservation Foundation and other partners to secure funds and build 'Oldcastle Hub' to connect ERCA Greenways to Herb Gray Parkway Trails and trails in the towns of Tecumseh, LaSalle, and the Trans Canada Trail.
- Provide curriculum-based outdoor education for more than 10,000 elementary and secondary school students; and deliver Special High Skills Major Certifications to allow students to graduate with specialized environmental skills.
- Build on the success of the Regional Roundtable, which includes the CEOs from 12 regional agencies to promote the cross-organizational efficiencies that can be realized through working together.

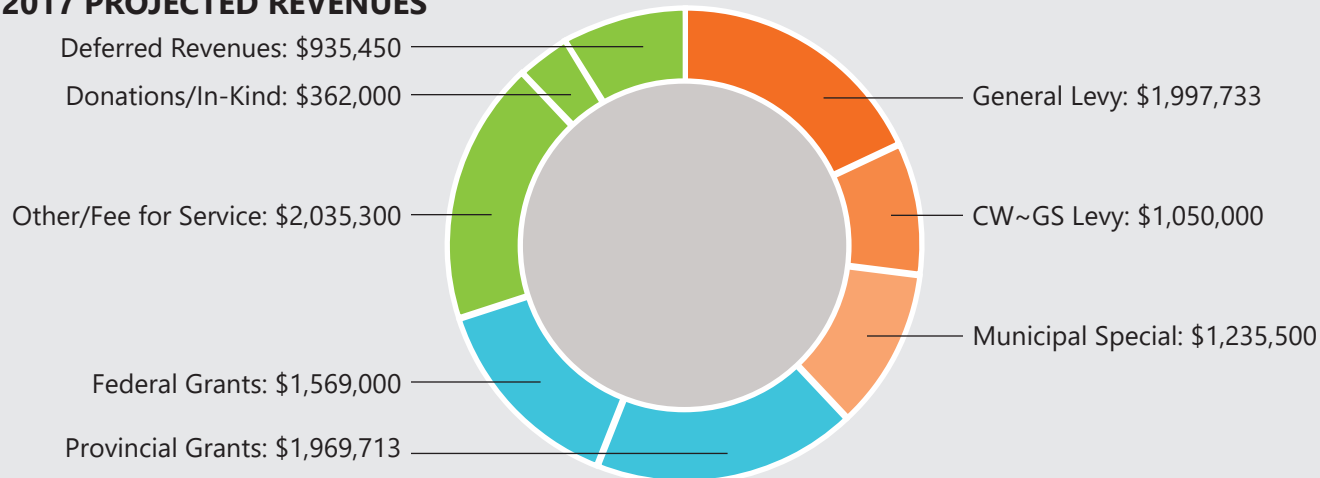
Resilient ERCA

- Create www.essexregionconservation.ca with the Essex Region Conservation Foundation to improve customer service, usability and accessibility compliance; and better integrate messaging with the Essex Region Conservation Foundation to demonstrate the strength of these partnership organizations to the region.
- Explore and begin implementing Open Data services and support for projects in the region.

- Host events that connect people to conservation and raise funds to further enhance the Windsor-Essex-Peel Island region as the Place for Life.
- Review and update TCA inventory and Capital Plan to guide facility and infrastructure replacement needs and confirm capital plan priorities.
- Implement Filehold Records Management System in Corporate Services and Watershed Management Services departments.
- Finalize records classification system and records policy/retention schedule to support MFIPPA and internal obligations.
- Create and maintain a corporate policy database for shared access that encompasses all departmental active policies to ensure consistency with legislation, public-sector best practice and improved corporate culture.
- Review and update internal corporate and employee Policies and Procedures (Employee Handbook) on a priority basis, including purchasing policies.
- Create and manage internal databases to improve efficiency, enhance customer service, support education program booking, and maintain institutional memory,



2017 PROJECTED REVENUES



FUNDING SUSTAINABILITY

ERCA's 2017 budget totals \$11,154,696. This includes a levy contribution from member municipalities of \$3,047,733.

This represents a proposed levy increase of \$90,900 overall or \$0.34/household based on CVA.

ERCA is unlike any other Agency, Board or Commission in that it generates significant positive investment. Between 2007 and 2017, ERCA received \$26.5 million in total levy, and generated \$35 million in new outside funding in support of regional environmental programs and projects related to drinking water source protection, water and erosion control infrastructure, land securement and restoration, education, phosphorous and shoreline enhancement projects. This is in addition to the significant value of the programs and services ERCA provides to municipalities.

The 2017 Budget includes over \$4.2 million in leveraged funding, which represents 40% of the total ERCA budget. Combined with fee for service revenues, 72% of ERCA's budget is funded through non-levy sources of funding. In total, less than 25% of ERCA's operational budget is funded through levy.

ERCA is consistently in the bottom five of Ontario's 36 Conservation Authorities in terms of % levy funding operations (~25%); yet in the top 10 in terms of programs and program-related revenues for our region, well below the provincial average (~40%).

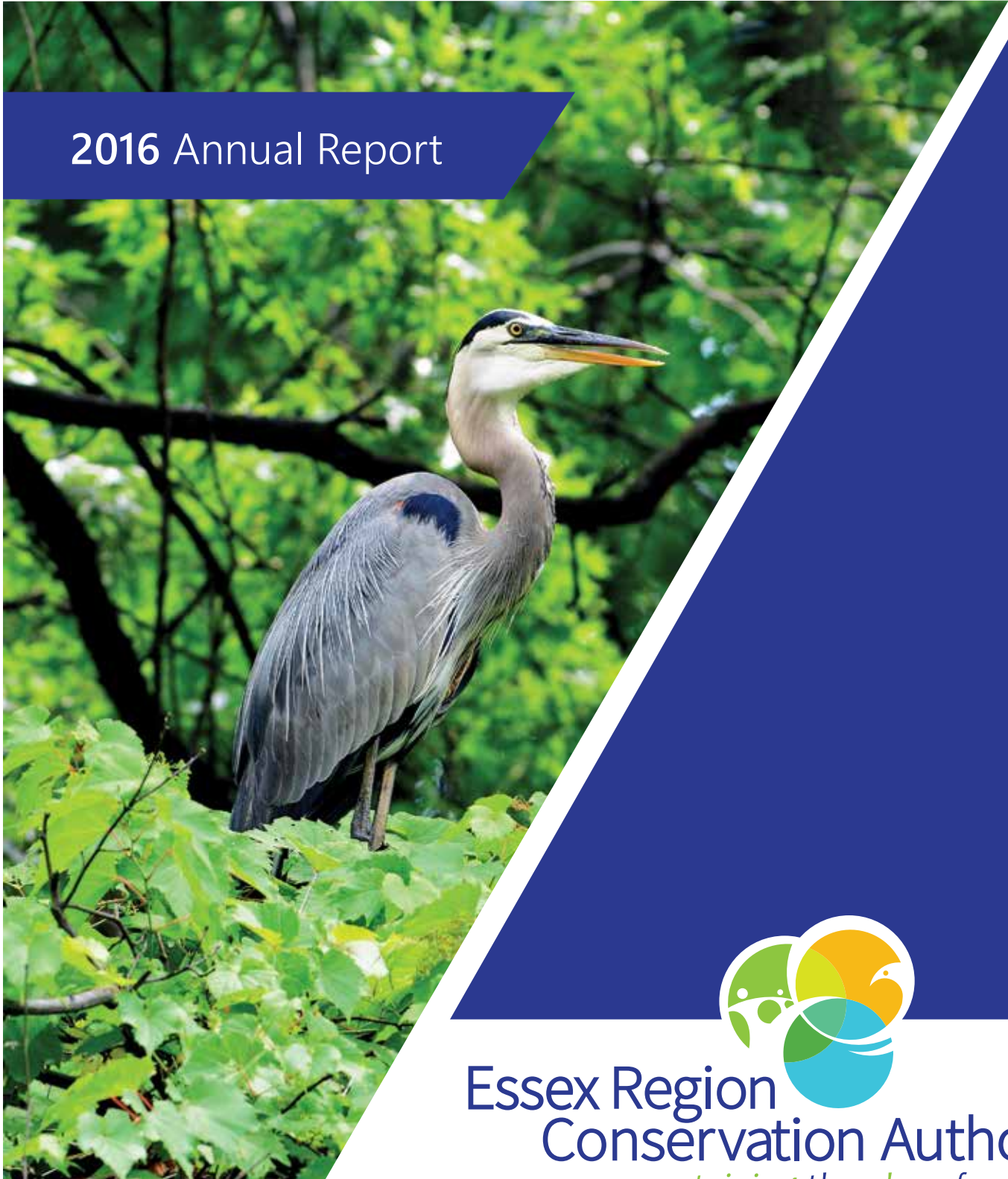
ERCA provides a streamlined and centralized source of knowledge, excellent return on investment, and tremendous value in ensuring that this region will remain **the Place for Life**.

MUNICIPALITY	CVA		GENERAL LEVY		CW~GS LEVY		TOTAL LEVY		CHANGE
	2017	2016	2017	2016	2017	2016	2017	2016	
Amherstburg	6.0506%	6.0621%	\$ 120,874	\$ 106,433	\$ 63,531	\$ 63,230	\$ 184,405	\$ 179,243	\$ 5,157
Essex	4.92710%	4.9420%	\$ 98,429	\$ 94,232	\$ 51,734	\$ 51,891	\$ 150,164	\$ 146,123	\$ 4,037
Kingsville	6.1926%	6.1300%	\$ 123,711	\$ 116,885	\$ 65,022	\$ 64,365	\$ 188,733	\$ 181,250	\$ 7,478
Lakeshore	9.0226%	8.9580%	\$ 180,247	\$ 170,807	\$ 94,737	\$ 94,059	\$ 274,984	\$ 264,866	\$ 10,111
LaSalle	7.9645%	7.8447%	\$ 159,110	\$ 149,579	\$ 83,627	\$ 82,369	\$ 242,737	\$ 231,949	\$ 10,783
Leamington	6.1023%	6.1198%	\$ 121,909	\$ 116,690	\$ 64,075	\$ 64,258	\$ 185,983	\$ 180,948	\$ 5,030
Peelee Island	0.3055%	0.3070%	\$ 6,102	\$ 5,854	\$ 3,207	\$ 3,223	\$ 9,310	\$ 9,077	\$ 232
Tecumseh	8.2366%	8.2562%	\$ 164,545	\$ 157,425	\$ 86,484	\$ 86,690	\$ 251,029	\$ 244,115	\$ 6,908
Windsor	51.1983%	51.3801%	\$ 1,022,806	\$ 979,695	\$ 537,583	\$ 539,491	\$ 1,560,389	\$ 1,519,186	\$ 41,164
TOTALS	100%	100%	\$ 1,997,733	\$ 1,906,833	\$ 1,050,000	\$ 1,050,000	\$3,047,733	\$2,956,833	\$ 90,900



Essex Region Conservation
the place for life

2016 Annual Report



Essex Region
Conservation Authority
sustaining the place for life

2016 Annual Report - Sustaining the #PlaceforLife



Message from the Chair

Thanks to the support of many, there are great achievements to celebrate this year. The new Cypher Systems Group Greenway is being constructed, and accessibility for visitors to Kopegaron Woods and the John R. Park Homestead has been improved. We've added 103 acres of natural area to our landscape and implemented 46 projects to help improve water quality. We hosted the first Western Lake Erie Student Conference that highlighted the vulnerabilities of our Great Lakes. And, we launched the development of Regional Stormwater Guidelines, made all the more critical in the aftermath of the rainfall emergency that hit Windsor/Tecumseh/Lakeshore in September.

All of these projects are made possible by working together – with municipalities, private landowners, senior levels of government and volunteers. We are thankful to all of our partners for their many contributions.

ERCA is unique in that in addition to the valuable services it provides to its member municipalities, we also provide a significant financial return. Over the last decade, ERCA has received \$26.5 million in levy funding; and in return, secured more than \$35 million in grant funding for municipalities and the region. This is over and above all we do to create a future of sustainability, and demonstrates a remarkable return on investment.

It has been my honour to serve as Chair for these past two years, and I look forward to continuing to work together for years to come, to ensure that our region is the Place for Life.

Sincerely,

A handwritten signature in blue ink that reads "Ed. Sleiman".

Ed Sleiman
Chair



Message from the General Manager

The Essex Region, like other areas, is made up of places – where we live, where we work, where we gather, where we play. All elements of a place are interconnected. We recognize that natural processes contribute to the health of the places we live in, which, in turn, influence the health and integrity of our natural areas; and strengthen our regional economies.

We have a responsibility to enrich and sustain our region as a place with connected natural areas, where people are protected from flooding and erosion. A place with healthy rivers and streams, beaches we can swim in, and lakes we can fish in; greenways and trails that connect us to our landscapes and to each other. A place with productive agricultural lands. A sustainable place that is resilient and can adapt to change. We have to learn about and understand what makes our places great, how changes in our landscapes impact the places we live in, and how to respond to ensure our region is healthy and sustainable.

2016 was a very significant year for Essex Region Conservation. We launched our new strategic plan, **Sustaining the Place for Life**, which sets our priorities and directions for the next decade. Together with the Essex Region Conservation Foundation, we created a new visual identity to demonstrate the strengthened relationship between our two organizations, and our shared commitment to create a place we can be proud of and celebrate – one we can call home. For life.

The projects, programs and priorities implemented over the past year, and in fact, the past more than four decades, are critically important to ensuring that the Windsor-Essex-Pelee Island region will continue to be the Place for Life.

Yours in Conservation,

Richard J. H. Wyma
General Manager/Secretary-Treasurer

Our Vision

The Essex Region is a sustainable, resilient and vibrant place with healthy and thriving watersheds, Great Lakes and a green culture.

Our Mission

Improving our environment to enrich our lives.

J. Brush Farms

The Place for Life

In 2016, we launched our **Strategic Plan 2016-2025 – Sustaining the Place for Life**, which builds on five main areas of focus that resounded through broad consultation: climate change, Great Lakes, landscapes and habitats, sustainable communities and a strong, resilient organization. In total, fifteen strategic goals have been identified, with forty-five strategic actions outlined to achieve these goals.

We also created a new **visual identity** to demonstrate the strengthened relationship between the Essex Region Conservation Authority and Foundation. **Essex Region Conservation**, an overarching identity, promotes the Windsor-Essex-Pelee Island region as the Place for Life. As well, both the Authority and Foundation logos have been updated and modernized with unique but complementary icons and messaging that strategically portray the spirit of the Place for Life.

To build on this theme, we hosted the **#PlaceforLife** social media contest to enhance community excitement and pride in our region, and showcase all of its special places. Friends and followers submitted stories or photographs via Facebook, Twitter or Instagram to demonstrate why this region is the #PlaceforLife.

The Place for Life reinforces that all elements of a place are interconnected – our community, its environmental health, healthy lifestyles for our citizens, and our economy. Life recognizes our living, thriving, sustainable natural systems. Life refers to the people of our community; their health and protection, and our shared heritage. We embrace this place and make it our home. For life.

2016 Watershed Highlights

2016 was a year of significant change and progress. We launched our new strategic plan and five key strategic directions to ensure our region is the Place for Life. The following highlights are a snapshot of the programs implemented to align with our strategic priorities.



CLIMATE CHANGE



We are continuing to observe a changing climate. While efforts to slow climate change must continue, we also need to help our partner communities prepare to adapt to its impacts. This year, ERCA:

- Assisted Windsor, Tecumseh and Lakeshore by mobilizing pumps, providing sandbags, and providing general emergency response assistance during the significant **rainfall emergency** of September 28.
- Launched the development of a **Regional Stormwater Guideline** in partnership with the County of Essex and all mainland municipalities. This document will address the need for a comprehensive technical guide to assist municipalities, consultants and ERCA in the design and review of stormwater facilities. It will ensure that a consistent approach is implemented,

resulting in a better understanding of regional issues and a streamlined review process. Completion of this guideline, in conjunction with the Intensity Duration Frequency Curve research, are important first steps in the development of a regional climate adaptation strategy.



Received over **1,650 planning and development requests** for review and applications for permit, to protect new development from flooding hazards while ensure environmental sustainability.

- Obtained **Water and Erosion Control Infrastructure Improvements (WECI)** funding to implement additional improvements along the **Grand Marais Drain Flood Control Channel**, furthering the City of Windsor and ERCA's ongoing efforts to provide flood protection and storm drainage outlet for this watershed. Works included the deepening and widening of

- approximately 180 metres of open channel and drain bottom improvements through the South Cameron Road culvert. These continued improvements bring the channel one step closer to attaining full flood control benefit.
- Partnered with the Town of Lakeshore and the Provincial Water and Erosion Control Infrastructure program to complete the

Belle River Flood Control Structure.

The project included the replacement of approximately 65 metres of sheet steel shore protection and the removal of one manually operated flood control gate. These works re-instate the integrity of portions of the flood control structure which provides protection to approximately 250 floodprone dwellings within Belle River.

GREAT LAKES



The Great Lakes are our most significant natural resource. Our 2012 Watershed Report Card identified failing grades for surface water quality in virtually every watershed. More must be done to protect and improve water quality, and this year, ERCA:

- Implemented 88 water quality improvement projects across the region.
- Continued partnering with the Ministry of Environment and Climate Change (MoECC) in the **Kingsville-Leamington Nutrient Study** (KLN). Fourteen streams are monitored to collect information to understand the contribution of phosphorus from greenhouses and track changes in phosphorus concentrations (mg/L) over time.



Continued water quality monitoring at 85 sites across the region. These include surface water, ground water, wet weather and benthos monitoring stations.

Partnered with the University of Windsor Great Lakes Institute for Environmental Research (GLIER) and other partners in the Great Lakes Recreational Water Security research project. This study is to better understand the types of microbial communities found at our beaches and how they relate to beach closures and harmful algal blooms.



- Worked with partners to raise public awareness about **Drinking Water Source Protection** through the installation of road signs in vulnerable drinking water areas. These signs are consistent across the province to raise awareness that our streams and rivers are connected to our sources of drinking water.

- Provided **Risk Management Services** on behalf of municipalities to implement policies in the Source Protection Plan. Began approving Risk Management Plans to mitigate risks associated with the handling and storage of large volumes of liquid fuel throughout the region.



Worked with agricultural landowners to exchange knowledge and information through tours, meetings and other initiatives.

- Administered the **Great Lakes Agricultural Stewardship Priority Subwatershed** project to determine the cost of

phosphorus reduction using agricultural Best Management Practices in the eastern branch of the Wigle Creek watershed near Kingsville. In 2016, 47 cost sharing BMP projects were approved, including planting cover crops and the purchase of new farm equipment to facilitate the more precise application of fertilizer. This project was funded in part through *Growing Forward 2 (GF2)*, a federal-provincial-territorial initiative. The Agricultural Adaptation Council assists in the delivery of GF2 in Ontario. ERCA's water quality team continues to monitor phosphorus concentrations at seven sites within the watershed to determine phosphorus reduction in this small watershed.

LANDSCAPES & HABITATS



Our landscapes and habitats are among the most significant in Canada, and while we have planted more than 6 million trees and achieved 8.5% natural areas coverage, more action is needed to reach our 12% target. This year, ERCA:

- Created 5 acres of new **wetland habitat**. Wetlands improve water quality, filter surface runoff, provide groundwater recharge, reduce flooding and erosion, and maintain soil moisture during drought conditions
- Engaged **1800 volunteers** to take action to improve environmental sustainability by participating in 36 tree planting, stream

cleanup, invasive species removal, citizen science and other **outreach events**.

- Introduced a **full service restoration program** option for landowners interested in tree planting and other habitat creation programs, without undertaking site preparation and long term maintenance. This new turn-key operation hopes to result in more landowners wanting to participate in habitat creation projects, contributing to a future of sustainability for us all.



Planted and distributed **101,000 trees**, and restored nearly **87 acres of forest habitat** and **11.5 acres of prairie habitat**.

- Undertook a pilot project to **Restore Wetlands through Phragmites Removal** at Hillman Marsh Conservation Area, a managed 117-acre wetland cell. This multi-phase project included GPS mapping of phragmites, specialized herbicide application, hand-removal and monitoring activities. As well, an educational video was created, and a workshop hosted in partnership with the Windsor-Essex County Environment Committee Green Speaker series.
- Initiated a **significant restoration project at Spring Garden Natural Area**, in partnership with the MTO and the City of Windsor. Prairie habitat will be restored as a result of this multi-year project to remove invasive Autumn Olive and allow the native species to flourish.

Conducted a Low Complexity Prescribed Burn at Hillman Marsh Conservation Area to revitalize and maintain the tallgrass prairie ecosystem and allow rare plants and animals to flourish.



SUSTAINABLE COMMUNITIES



Our urban areas will continue to grow and expand: ERCA will need to continue to work with all partners to plan sustainable communities that reduce urban sprawl, are walkable, have a healthy food supply and incorporate green infrastructure.

- Conducted significant **natural heritage inventory** work on behalf of the Towns of Tecumseh and Lakeshore to aid these municipalities in protecting natural heritage features through their Official Plan Amendments.
- Drafted **Environmental Impact Assessment (EIA) Guidelines** for the region to help our regional municipal partners consistently apply decisions regarding natural heritage protection.
- Provided significant advice and input to the **Official Plan updates** in four municipalities – Lakeshore, Tecumseh, LaSalle and Kingsville.
- Constructed the **Cypher Systems Group Greenway**. Thanks to a significant gift of \$250,000 from Cypher Systems Group, and support from the Federal government, the Town of Essex and many corporate and individual donations, the Essex

Region Conservation Foundation's *Trail On!* campaign raised over \$1 million to develop this trail. This property stretches 26 kilometres from the urban centre of Essex to the Town of Amherstburg and intersects with the existing Chrysler Canada Greenway in McGregor.

- Rebuilt the **Kopegaron Woods Boardwalk** to improve accessibility, environmental sustainability and visitor services. In total, nearly 600 metres of boardwalk have been replaced, and the balance of the gravel and woodchip trail resurfaced to improve walkability. The boardwalk is constructed of red cedar instead of pressure treated wood, to eliminate the use of man-made preservatives.

- Hosted the first **Western Lake Erie Student Conference**. Presented with funding from the Ontario Ministries of Environment and Climate Change and Education, 150 secondary school students from across the region participated to learn more about the challenges and issues surrounding the most vulnerable of our Great Lakes, and a variety of related career opportunities.



Connected nearly **300 new Canadians to nature** through snowshoeing and safe canoeing experiences, with support from the Ministry of Culture, Sport and Recreation.

Engaged nearly 10,000 students in **outdoor and conservation education programs**, to provide curriculum-based experiences that teach young people about the importance of protecting our environment and preserving our heritage.



- Partnered with the Greater Essex County District School Board and the Ministry of Environment to offer the first **Great Lakes Innovation-Creativity-Entrepreneurship** training session, aimed at finding solutions to local challenges with Lake Erie. 40 students participated, and 5 were chosen to present the collective proposals at the provincial Great Lakes Summit in October 2016.
- Doubled capacity in our **Teen Ranger Program**, providing 40 youth aged 12 - 15 with unique opportunities to connect with and take action for the environment. Participants graduated with an increased appreciation for the world and people around them; better team-building skills; and greater awareness of themselves and their abilities.



Certified 205 secondary school **Special High Skills Major** students with specialized training in a variety of subject matters to permit them to graduate with these specializations, while achieving our goal of helping to educate the next generation of conservationists.

- Restored the **Smokehouse** at the John R. Park Homestead, thanks to a grant from Questers International. As well, ERCA replaced 6 windows at the Homestead to ensure the museum's historical and architectural integrity.
- Unveiled the '**Waterbirds of Hillman Marsh**' **interpretive sign** to augment birding tourism in the Place for Life. Created with support from the Ontario Field Ornithologists, Pelee Wings Nature Store,

Friends of Point Pelee and Essex County Nature, the sign profiles 36 species of water birds, and adds another tourism amenity to the Shorebird Habitat, which is unique in North America.

- Improved safety and accessibility along the shores of Lake Erie at the John R. Park Homestead as the boardwalk was removed and a limestone pathway installed. Accessibility at Hillman Marsh and Holiday Beach outdoor classrooms were also improved this year with significant upgrades.
- Improved visitor services at **Holiday Beach Conservation Area with the creation of a rental cottage**. This beautiful, private three-bedroom facility on the shore of Lake Erie, just steps from the beach, will be available for rental in 2017. A utility hub was also created at the park to better serve those renting the facility for weddings and other events.

A STRONG RESILIENT ORGANIZATION



ERCA is a sustainable, resilient and valued agency. Since 1973, ERCA has been striving to achieve a state of sustainability for the Essex Region. In 2016, we worked toward organizational sustainability in the following ways:

- Demonstrated significant return on investment. Over the last ten years, ERCA has received \$26.5 million in levy funding between 2007 and 2016; and in return, secured more than \$35 million in funding to municipalities and the region. This is a net benefit to Essex Region of almost \$10 million, and is over and above in-kind contributions from partners, and the programs and services that we implement to benefit our regional environment.
- Improvements were made to the existing **Property and Information database**, which

- improves processing time and ultimately reduces turnaround times for permits and planning applications. The Authority continues to make system enhancements to accommodate the demand for digital exchange of information with applicants and consultants.



Implemented a new database to **facilitate customer tree orders** and to track outcomes of tree plantings and naturalization projects. By understanding project outcomes and plant survivability, resources can be directed to projects with better cost - versus - benefit ratios.

ERCA Accountability 2016

The following provides a three-year 'by the numbers' comparison of achievements.

CLIMATE CHANGE



	2014	2015	2016
Permits Requested	-	753	983
Permits issued	588	560	808
Clearances Issued	-	100	97
Request for Information Letters Issued	-	242	273
Permits to Take Water Applications	-	3	4
Appeals	-	13	15
Appeals in CA favour	-	13	15
Violations Issued	6	14	19
Average Response time for permits: Minor Development	8.24 days	15 days	10 days
- Major Development	29.35 days	30 days	21 days
- Alteration to Waterways	11.32 days	15 days	9 days
# of structures located in the floodplain	-	10,000	10,000
# of kms of Watercourses with floodplain mapping completed	-	609	609
# of hectares (area) digitally mapped delineating the CA Regulation Limit	-	38,304	38,304
# of hectares (area) digitally mapped delineating the flooding hazard limit (flood plains)	-	38,304	38,304
# metres of shoreline protected from flooding and erosion	140 m	250 m	245 m
\$ Value of Water/Infrastructure Contributions to Municipalities	494,000	772,500	287,500
Flood Messages: Watershed Conditions	-	6	2
- Flood Watches	-	10	7
- Flood Warnings	-	3	3
- Wind Warnings	-	0	0

GREAT LAKES



	2014	2015	2016
# of Water Quality Improvement projects (total)	20	26	88
- Agriculture/Other			
- Detroit River Watersheds	8	6	10
- Lake Erie Watersheds	8	10	19
- Lake St. Clair Watersheds	4	10	12
- Great Lakes Agricultural Priority Subwatershed Stewardship Initiative			47
# of wells decommissioned	-	4	9
# of landowners participating	-	30	58
- Agriculture/Other			
# of surface water quality monitoring stations	19	71	77
# of ground water quality monitoring stations	9	8	8
# of benthos monitoring stations	-	15	8

LANDSCAPES & HABITATS



	2014	2015	2016
Total Landholdings (Hectares)	1,628	1,669.6	1,669.6
Hectares of recreational land owned and managed	-	1,036.8	1,036.8
Total # of hectares under forest management plans	-	44.39	44.39
Total Taxes for CA Landholdings	-	\$49,166	\$75,290
Land Acquisition in Reporting Year (in acres)	0	51	0
Value of acquisitions (Fair Market Value)	na	\$508,000	0
Total Acres of Habitat Restored	152	142.5	103.5
Number/Acres of Trees	134,000 trees	125,450 trees 115 ac	101,000 trees 87 ac
Number/Acres of Wetlands	-	4 wetlands 5 ac	5 wetlands 5 ac
Number/Acres of Prairie	-	8 sites / 22.5 ac	11.5 ac
# of landowners involved in restoration	-	209	
Trees planted by volunteers	-	2,912	3,858
Native plants planted by volunteers	-	1,669	3,858

SUSTAINABLE COMMUNITIES



	2014	2015	2016
Planning Services - transactions/year	588	597	689
Kms of Trails owned & managed	79.6	79.6	95.1
# of volunteers	2,612	2,580	1,904
# of outreach events	38	33	35
# of schoolyard naturalization projects	11	7	3
ERCA Hosted Special Events	29	38	36
# of schools	-	78	96
# of unique education programs	-	285	294
# of students	7,314	9,538	9,986
# of public meetings/workshops	16	16	19
Day Use Visitors to JRPH	12,993	10,895	
Day Use Visitors to HBCA	5,426	5,985	
# of seasonal campsites purchased	65	72	69

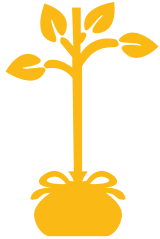
A STRONG, RESILIENT ORGANIZATION



	2014	2015	2016
Area of CA Jurisdiction		1,681.3 sq km	1,681.3 sq km
Watershed Population	332,380	332,350	326,105
Staff (full time/LTC)	30	34	36
Staff (seasonal/STC FTEs)	12	9	8
Average FT staff length of service	10	9	10
# of local ABCs with ERCA representation	21	25	
# of Provincial ABCs with ERCA representation	18	26	
# of research studies with ERCA involvement		8	8
# of unique visitors to our website		55,000	68,591
Increase in social media followers		1,688	
# of facebook followers			2,424
# of twitter followers			2,428
# of instagram followers (launched October 2016)			90
# of youtube video views			2,134 views 4,334 min

2016 At a Glance

Great places don't just happen...



101,000

Trees have been planted to increase green space.



1,904

Awesome **Volunteers!**
Thank You.



88

Projects to improve water quality have been implemented.



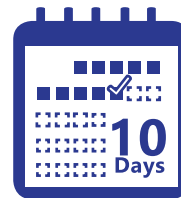
71

Events hosted to connect people with the place for life.



9,986

Students have been educated through outdoor education programs about the importance of preserving our heritage and conserving our environment.



10

Average **permit response times** for minor development is 10 days.



103.5

Acres of forest, tall grass prairie, and wetlands have been restored.



245

metres of shoreline protected from flooding and erosion.



808

Permits requested and reviewed to ensure landowner protection



15.5

kms of **trails** were developed to connect communities to the natural landscapes around them.



www.facebook.com/EssexRegionConservation/



[@essexregionca](https://www.instagram.com/essexregionca)



www.twitter.com/essexregionca



www.youtube.com/TheEssexRegionCA

Contact us

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

P: 519.776.5209

F: 519.776.8688

W: www.essexregionconservation.org





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

Date: February 13, 2017

To: Mayor and Council

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

RE: Zoning By-law Amendment ZBA/02/17 & Site Plan Approval SPA/01/17
M & M Farms Ltd.
1755 Road 4 E (County Rd. 18)
Part of Lot 11, Concession 3 ED

Report No.: PDS-2017-005

AIM

To provide the Town of Kingsville Council with information regarding the requested Zoning By-law Amendment and Site Plan Approval request for lands known as 1755 Road 4 E (County Road 18).

BACKGROUND

The subject land is a 14.6 ha (36.25 ac.) vacant farm parcel. The applicant is proposing a new 2 phase 9.8 ha (24.34 ac.) greenhouse complex with associated support facilities. Phase 1 will be 4.8 ha (12 ac.) with a warehouse, bunkhouse, hot water storage and boiler/ irrigation room. To proceed with the proposed development site plan approval is required. In addition a zoning amendment is necessary as a portion of the property along the easterly side is zoned 'Extractive Industrial, (M4)' This zoning does not permit the proposed greenhouse use as such an amendment is required to rezone the lands to an appropriate Agricultural classification.

DISCUSSION

1) Provincial Policy Statement (PPS), 2014:

Section 2.3.1 states that, 'Prime agricultural areas shall be protected for long-term use for agriculture.

Comment: Greenhouse operations are an agricultural use and permitted in prime agricultural areas.

The subject area is also in a known area of aggregate resources and under Section 2.5.2.5, 'known deposits of mineral aggregate resources and on adjacent land, development and activities which would preclude or hinder the establishment or new operations or access to the resources shall only be permitted if:

- a) resource use would not be feasible; or
- b) the proposed land use or development serves a greater long-term public interest; and
- c) issues of public health, public safety and environmental impact are addressed.

Comment: Much of the feasible aggregate resources have been mined out in this particular area. The subject property represents the westerly limit of the resources in this area and further extraction would be minimal making the prime agricultural land of a higher value in the long-term use of the property.

2) County of Essex Official Plan

The County OP is very similar to that of PPS in terms of applicable policies. The proposed development would be consistent with the County Official Plan.

3) Town of Kingsville Official Plan

The subject property is designated 'Agriculture' and subject to the policies under Section 3.1 of the Official Plan for the Town of Kingsville. The easterly side of the parcel is also within an extractive industrial overlay (primary). However, based on the lack of feasibility of extraction in such a small area the long-term use of the property is best suited to agriculture. The proposed use is permitted in the agricultural area. With approval of the recommended zoning amendment the proposed site plan and associated agreement to establish will conform to the Official Plan.

4) Comprehensive Zoning By-law – Town of Kingsville

The subject property is split zoned 'Agriculture (A1)' and 'Extractive Industrial (M4)'. The attached site plan has been reviewed and the proposed new development will be in full compliance with the provisions of the Town of Kingsville Zoning By-law 1-2014 upon approval of the requested zoning amendment to rezone the 'Extractive Industrial (M4)' lands to an appropriate Agriculture (A1)' classification.

5) Site Plan

The development of the site will occur in two phases. The initial phase will include 4.8 ha (12 ac.) of greenhouse along with a 1,394 sq. m (15,003 sq. ft.) warehouse, 2,562 sq. m (27,574 sq. ft.) irrigation/boiler support facility, hot water storage tank and a 447 sq. m (4,806 sq. ft.) bunkhouse. Phase 2 of the development will add an additional 5.0 ha (12.34 ac.) of greenhouse space and expand the warehouse by an additional 1,150 sq. m (12,350 sq. ft.). At full build out the development will have a lot coverage of approximately 70.5% which is within the 80% limit of the Agriculture (A1) Zone. Storm water management will be

accommodated by a new pond which has already been constructed along the easterly side of the farm parcel and is designed for both of the proposed phases of development. The storm water pond outlets toward the rear of the property and not to County Road 18. As with most greenhouse operations a standby generator will be on-site. Due to the proposed location of the generator the site plan agreement will require the applicant to maintain a limit on the level of noise generation to the property line of 1775 Road 4 E of no greater than 60 dBa. The generator itself will be located inside and with properly design exhaust will be able to maintain this requirement. This will insure that the noise level at the house remains at an acceptable level for the rural residential setting. Pictures of the subject parcel at attached at Appendix 'C'.

LINK TO STRATEGIC PLAN

The Strategic Plan specifies under Objective, Priorities and Projects, Subsection III:

“To Develop an economic vision based on our strengths and opportunities that will retain existing and attract new businesses.”

The requested site plan agreement will achieve this Objective of the Strategic Plan by allowing the establishment of a new greenhouse operation.

FINANCIAL CONSIDERATIONS

Building permit fees will be acquired at the time of the building permit issuance. There will also be an increase in assessment as the development builds out.

CONSULTATIONS

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none"> • Full comment is attached as Appendix 'A'; • Storm water management will be required along with the addition of three specific conditions which have been incorporated into the site plan agreement as per ERCA's request. • ERCA – completion of a Risk Management Plan for the on-site fuel storage is not required as the property is not within an event based area.
Town of Kingsville Management Team	<ul style="list-style-type: none"> • No concerns with the requested site plan. • The proposed building needs to comply with the requirements of the OBC. • Municipal Services has reviewed the storm water management plan and has no objection to the proposed development moving forward subject to conditions outlined in the agreement. • Municipal Services and Corporate Services are also in the process of finalizing an agreement with the applicant for provision of municipal water to the subject property at the applicant's cost

County of Essex	<ul style="list-style-type: none"> An entrance permit has been issued for the proposed development.
Ministry of Transportation (MTO)	<ul style="list-style-type: none"> Storm water management and the site plan are subject to MTO review and approval and a permit will be required for construction prior to issuance of Town permits. MTO has also requested inclusion of specific wording in the site plan agreement to cover their requirements. MTO comment is attached at Appendix 'B'

RECOMMENDATION

It is recommended that Council:

- 1) approve zoning amendment application ZBA/02/17 to rezone a portion of the subject property from 'Extractive Industrial (M4)' to 'Agriculture Zone 1 (A1)', and adopt the implementing by-law.
- 2) approve the proposed site plan, subject to the conditions outlined in the site plan agreement, for a two phase 9.8 ha (24.34 ac.) greenhouse with auxiliary warehouse and supporting facilities and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

Robert Brown

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

Peggy Van Mierlo-West

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

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 00-2017

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

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

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

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

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

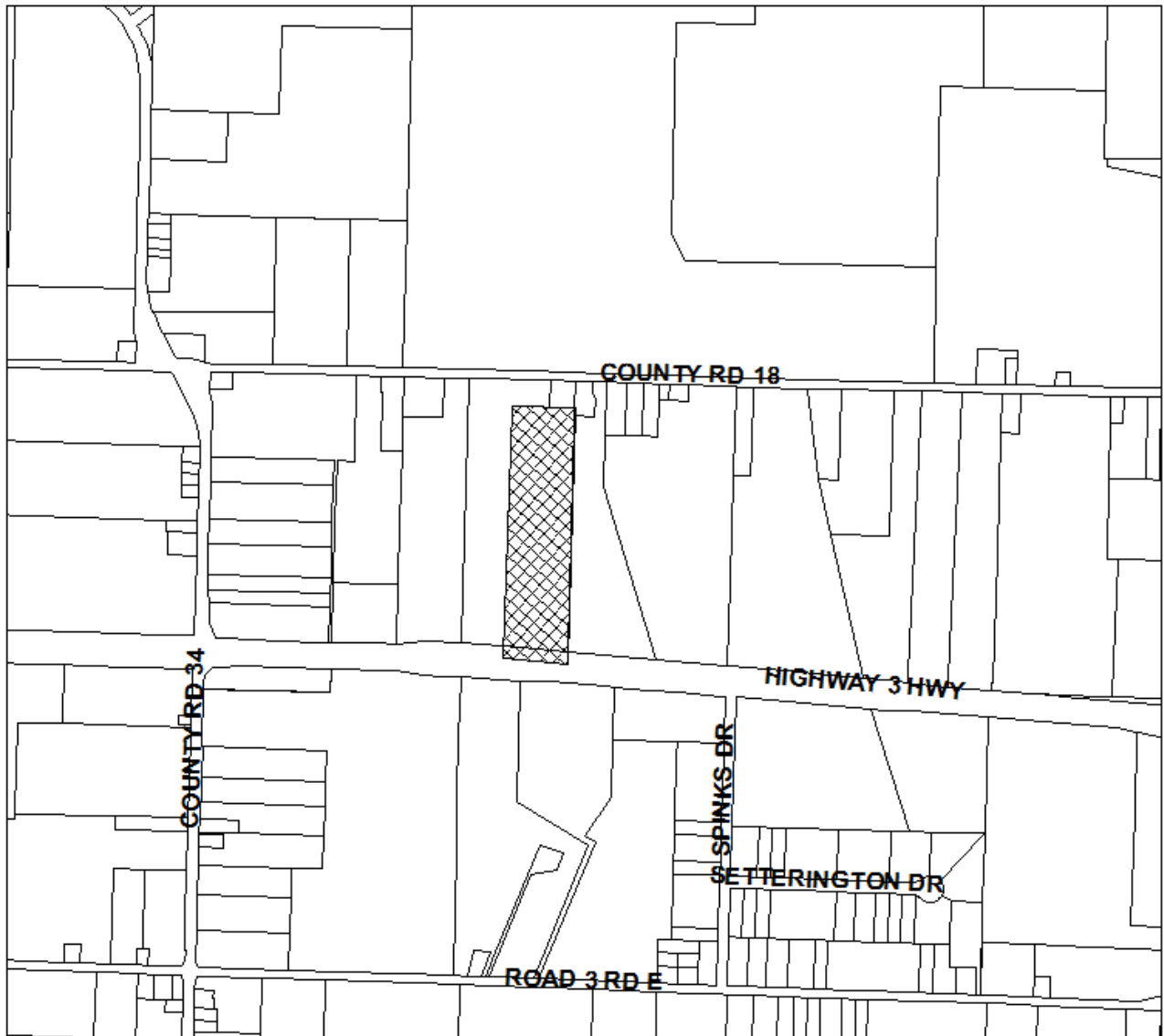
1. Schedule "A", Map 49 of By-law 1-2014 is hereby amended by changing the zone symbol on a portion of land known municipally as, 1755 Road 4 E (County Road 18), Pt. Lot 11, Concession 3 ED, as shown on Schedule 'A' cross-hatched attached hereto from 'Extractive Industrial Zone (M4)' to 'Agriculture Zone (A1)'.
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 27th day of February, 2017.

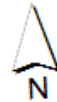
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo


Schedule 'A'



Part of Lot 11, Concession 3 ED
1755 Road 4 E (County Road 18)
Zoning By-law Amendment ZBA/02/17



0 90 180 360 540 720 Meters

 Schedule "A", Map 49 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Extractive Industrial Zone 4 (M4)' to 'Agricultural Zone (A1)'

APPENDIX 'A'

Essex Region Conservation

the place for life



regs@erca.org

P.519.776.5209

F.519.776.8688

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

January 24, 2017

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

Dear Mr. Brown:

RE: Zoning By-Law Amendment ZBA-02-17, Application for Site Plan Control SPA-01-17 COUNTY ROAD 18 (Road 4 E)

ARN 371134000008200; PIN: 751470067

Applicant: M & M Farms Ltd.

The following is provided for your information and consideration as a result of our review of the combined application for Zoning By-Law Amendment ZBA-02-17 and Site Plan Control SPA-01-17. The purpose of the application is for a new 24 acre greenhouse complex and associated support facilities.

NATURAL HAZARD POLICIES OF THE PPS, 2014

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

WATER RESOURCES MANAGEMENT

We are concerned with the potential impact of the quality and quantity of runoff in the downstream watercourse due to future development on this site. We therefore request inclusion of the following conditions in the Development Agreement or Site Plan Agreement between the owner and the Municipality:

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



Page 1 of 2

Amherstburg / Essex / Kingsville / Lakeshore / LaSalle / Leamington / Pelee Island / Tecumseh / Windsor

Mr. Brown
January 24, 2017

3. That the developer obtains the necessary permit or clearance from the Essex Region Conservation Authority prior to undertaking site alterations and/or construction activities.

We have had preliminary discussions with the engineering consultant and have conveyed our development requirements for this application. We would advise the owners to submit an Application for Permit to this office along with the associated base cost fee of \$1750.000 (for the first hectare of the development), plus the additional \$400.00 per hectare for the remainder of the development. Submission of the application should be directed to the attention of Ms. Lisa Pavan, Administrative Associate: Watershed Management Services (lpavan@erca.org) or by telephone at 519-776-5209 ext. 346. An Application for Permit and our current fee schedule is available on our website www.erca.org.

NATURAL HERITAGE POLICIES OF THE PPS 2014

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

We request to receive a copy of the Notice of Decision on this application.

If you should have any questions or require any additional information, please do not hesitate to contact the ERCA Watershed Planner, Michael Nelson by phone at (519) 776-5209 ext. 347 or by e-mail at mnelson@erca.org.

Thank you.

Sincerely,



Michael Nelson, Watershed Planner
/mn



Appendix 'B'

**Ministry of
Transportation**

Engineering Office

Corridor Management Section

659 Exeter Road
London, Ontario, N6E 1L3
Telephone: (519) 873-4129
Facsimile: (519) 873-4228

**Ministère des
Transports**

Bureau du génie

Section de gestion des couloirs routiers

659 Exeter Road
London (Ontario) N6E 1L3
Téléphone : (519) 873-4129
Télécopieur : (519) 873-4228



September 14, 2016

William LeBel, P.Eng.
N.J. Peralta Engineering Ltd.
45 Division Street North
Kingsville, ON
N9Y 1E1

email: william@peraltaengineering.com

RE: Applicant: M&M Farms Ltd., c/o N.J. Peralta Engineering Ltd.
Submission No.: DRAFT SITE PLAN PROPOSAL - Phase 1 & 2 Greenhouse
Part of Lot 11 Concession 3 Eastern Division, Geographic Township of Gosfield South
County of Essex
Town of Kingsville - Highway 3

The Ministry of Transportation (MTO) has completed its review of the above noted draft greenhouse proposal – Phases 1 & 2. The proposal has been considered in accordance with the requirements of the *Public Transportation and Highway Improvement Act*, MTO's Highway Access Management Guidelines and all related policies. The following outlines our comments.

The subject property is located adjacent to Highway 3, within MTO's Permit Control Area (PCA), and as such, MTO permits are required before any grading, construction or alterations to the site commence. In accordance with the Ontario Building Code, municipal permits may not be issued until such time as all other applicable requirements (ie: MTO permits/approvals) are satisfied.

Highway 3 at this location is classified as a 2A Principal Arterial, and designated as a Controlled Access Highway (CAH). As such, all requirements, guidelines and best practices in accordance with this classification and designation shall apply.

Building and Land Use

An MTO Building and Land Use Permit shall be required for each separate/individual phase of construction. As a condition of MTO permits, the Proponent shall submit an acceptable Site Plan, Grading Plans, Drainage Plan and Site Servicing Plan for MTO review and approval. These plans shall clearly identify the structures/works associated with each phase of development.

Additionally, MTO requires confirmation of location of the existing post and wire fence along the south boundary of the subject lands, and MTO will request that a clause be added to the Site Plan Agreement identifying that the owner shall be responsible to maintain the fencing in condition satisfactory to MTO.

Storm Water Management

It is noted that the draft site plan dated June 2016, identifies a private line ditch/swale running along the westerly limits of the subject lands, directing storm water runoff into the Highway 3 corridor. This swale must be eliminated, and all storm water must be redirected and managed appropriately within the on-site storm water management facilities/pond, and/or directed to a sufficient outlet, excluding the highway corridor, during the initial phase of development (Phase 1). In conjunction with this, to ensure that stormwater runoff from this property does not affect the Highway 3 corridor, MTO requires the submission of a Storm Water Management Report (SWMR) along with the above-noted grading and drainage plans for review and approval. The report must clearly identify and guarantee that there will be no adverse impact to the Highway 3 corridor, must reference appropriate IDF curve data, and should reflect current Ontario Provincial Standards. The consultant should refer to the website at www.mto.gov.on.ca/english/engineering/drainage/index.html for MTO drainage requirements to assist in preparing their report.

Signs

Any/all signage visible from Highway 3, including temporary development signs, must be identified on the plans, must conform to MTO policies and guidelines, and will require a valid MTO Sign Permit *before* installation. You may find information regarding Location Signs, Permit Applications, and application requirements at the following website:

<http://www.mto.gov.on.ca/english/engineering/management/corridor/sign-policy/page8.shtml>

Encroachments

The draft proposal appears to identify that all servicing will occur at the north extent of the subject lands, adjacent to County Road 18. Service connections must be clearly identified on the Site Plan and Site Servicing Plan, prior to municipal Site Plan Approval. Please note that any encroachments and works identified within the Highway 3 property limits are subject to MTO conditions, approval and permits, prior to construction. All provincial highway property encroachments are strictly regulated and must meet all conditions set out by MTO. Additionally, please note that each individual service crossing/connection within MTO property limits would require a separate MTO Encroachment Permit.

For information regarding encroachments, please refer to the following link:

<http://www.mto.gov.on.ca/english/engineering/management/corridor/encroach.shtml>

General Comments

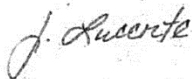
Prior to municipal Site Plan Approval, MTO will request the proposal to be amended to reflect the above-mentioned requirements and re-submitted to MTO for review and approval.

Additionally, prior to municipal Site Plan Approval, MTO will request the inclusion of the following clauses in the Municipal Site Plan Agreement, prior to its execution and registration.

- *The Owners acknowledge Highway 3 is a Controlled Access Highway under the jurisdiction of the Ministry of Transportation. The development comes within the scope of the permit provisions of Sections 38(2) and 38(11) of the Public Transportation and Highway Improvement Act. Ministry issued permits and approval are required in advance of any site work.*
- *The Owner agrees that no work shall commence prior to the issuance of MTO permits.*
- *The Owner agrees that any damage to the Ministry of Transportation property adjacent to the subject lands, that has been deemed to have occurred as a direct result of development activity on the subject lands, either during or after site alternation and construction, will be repaired and/or returned to a condition satisfactory to the Ministry of Transportation, at the sole expense of the Owners, within 30 days of notification of such damage. The Owner further agrees that any MTO permit requirements or associated costs involved in the restoration of MTO property are the sole responsibility of the Owner.*
- *The Owner agrees that no storm water from the site shall be discharged into the provincial storm drainage systems during or after construction, except in accordance with the Storm Water Management Report as approved by the Ministry of Transportation.*
- *The Owner agrees that at no time, either during or after construction, shall any vehicle remain standing, idle, or stationary within MTO property limits for any purpose, including but not limited to the loading or unloading of service, delivery or construction vehicles, equipment, etc..*

MTO appreciates the opportunity to review the proposal and we anticipate receiving additional materials for review as the project advances. Please feel free to contact me directly should you have any questions or concerns.

Regards,



Jodie Lucente
Corridor Management Planner
Corridor Management Section
West Region

- c. Tim Burns, Corridor Management Officer, MTO
Robert Brown, Manager of Planning & Development Services, Kingsville

Appendix 'C'



Looking south toward the existing storm water pond on the subject parcel



Looking south at the abutting dwelling at 1775 Road 4 E



Looking southwest across the subject parcel



Looking south across the subject parcel



Looking south along the westerly limit of the subject parcel and abutting residential parcel at 1749 Road 4 E



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

Date: February 14, 2017

To: Mayor and Council

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

RE: Zoning By-law Amendment ZBA/04/17 & Site Plan Approval SPA/02/17
720 Road 4 W
Part of Lot 8, Concession 4 WD

Report No.: PDS-2017-006

AIM

To provide the Town of Kingsville Council with information regarding the requested Zoning By-law Amendment and Site Plan Approval request for lands known as 720 Road 4 W (County Road 18).

BACKGROUND

The subject land is a 0.4 ha (1 ac.) agricultural residential parcel. The applicant is proposing to construct a 19.5 m x 24.3 m (64 ft. x 80 ft.) pole barn type structure to house a small scale manufacturing business. The business produces hand crafted lightweight concrete products such as flower boxes, fire pits and mantels. All of the activities of the business will be located within the building including production, supply storage and finished product. Shipments to or from the business are approximately once per week. The operation employs on average 4 to 5 people made up of family and non-family members. While a home industry is permitted within the Agricultural (A1) Zone the proposed business would exceed the limits of a home industry both in terms of size and number of employees. As such a zoning amendment would be necessary to permit the proposed business on a site-specific basis. In addition to the zoning amendment site plan approval has also been suggested to outline the layout and location of the proposed development.

DISCUSSION

1) Provincial Policy Statement (PPS), 2014:

Section 2.3.6.1 b) states that, 'Planning authorities may only permit non-agricultural uses in prime agricultural areas for:

b) limited non-residential uses, provided that all of the following are demonstrated:

1. the land does not comprise a specialty crop area;

Comment: the subject parcel is with an area comprised of Brookston Clay soil which is best suited to traditional cash crops and is not considered to support specialty crop production.

2. the proposed use complies with the minimum distance separation formulae;

Comment: there is no indication of active livestock operations within 500 m of the subject property.

3. there is an identified need with the planning horizon provided for in policy 1.1.2 for additional land to be designated to accommodate the proposed use; and

Comment: the proposed zoning amendment is not seeking to remove lands from their current designation. Although the lands are clearly located in a prime agricultural area the lands themselves have not been used for agricultural purposes for some time. Uses such as that proposed are not uncommon in agricultural areas and actually help to provide additional employment opportunities in rural areas beyond simply agriculture. As a fully contained use in the proposed shed there will be no impact to the surrounding prime agricultural area or other agricultural residential parcels nearby. The shed itself is a very common structure in any rural environment and will not alter the character of the area.

4. alternative locations have been evaluated, and

- i. there are no reasonable alternative locations which avoid prime agricultural areas; and
- ii. there are no reasonable alternative location in prime agricultural areas with lower priority agricultural lands.

Comment: Kingsville does not have a significant amount of land devoted to the establishment of small businesses such as this which are feasible in the short-term to purchase. There is however opportunities to better utilize small agricultural residential parcels for limited small to medium scale businesses which can be integrated into a prime agricultural area.

2) County of Essex Official Plan

The County OP is very similar to that of PPS in terms of applicable policies. The proposed development would be consistent with the County Official Plan.

3) Town of Kingsville Official Plan

The subject property is designated 'Agriculture' and subject to the policies under Section 3.1 of the Official Plan for the Town of Kingsville. Section 3.1 echoes most of the same policies as PPS but does mention home occupations and small scale home industry. These types of uses are more specifically regulated by the provisions of the Zoning By-law. Subject to the approval of an appropriate zoning amendment the decorative concrete manufacturing business contained within the proposed shed and subject to site plan approval will comply with the Official Plan policies.

4) Comprehensive Zoning By-law – Town of Kingsville

The subject property is zoned 'Agriculture (A1)'. The attached site plan has been reviewed and the proposed new development will require a site specific amendment to permit the proposed use and address an increase in the permitted lot coverage from 10% to 15% for a detached accessory building. Despite this increase the total permitted lot coverage will only be 17% still well within the permitted 30% maximum. It will also be necessary to permit an increased height from 5 m (16.4 ft.) to 7.6 m (25 ft.) for the proposed building. The amendment will also highlight that outdoor storage of raw materials or finished product is not permitted. All other aspects of the proposed development will be in full compliance with the provisions of the Town of Kingsville Zoning By-law 1-2014.

5) Site Plan

The development of the site consists of the construction of a 19.5 m x 24.4 m (64 ft. x 80 ft.) pole type shed and associated driveway connection and parking area. The business will require a new septic system to service the washroom facilities for the employees. The applicant intends to landscape around the new building with trees and grass to help it to blend in with the existing lot. Storm water will need to be managed on the site through proper grading. The lot has access to a municipal drain along Road 4 W for outlet purposes. Pictures of the subject parcel along with an example of one of the products being produced are attached as Appendix 'C'.

LINK TO STRATEGIC PLAN

The Strategic Plan specifies under Objective, Priorities and Projects, Subsection III:

“To Develop an economic vision based on our strengths and opportunities that will retain existing and attract new businesses.”

The requested site plan agreement will achieve this Objective of the Strategic Plan by allowing the establishment of a new business.

FINANCIAL CONSIDERATIONS

Building permit fees will be acquired at the time of the building permit issuance. There will also be an increase in assessment once the development builds out.

A common objection to the zoning amendments on agricultural properties such as this has been that the applicant has an unfair competitive advantage, based on taxes i.e. agricultural classification.

Comment: The applicant is not currently taxed on an agricultural rate but rather a residential rate similar to most rural residential lots or small agricultural parcels.

MPAC has been consulted in the past on similar requested zoning changes and have indicated that the new building would be assessed based on its commercial use and taxed accordingly at a commercial rate. The overall property would then have a mixed tax classification of residential/commercial.

CONSULTATIONS

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none">• Full comment is attached as Appendix 'A';• ERCA has noted that a permit will be required as the subject parcel is within the regulated area of the Oxley Drain• They have expressed no concerns related to storm water management and have no objection to the proposed site plan or zoning amendment
Town of Kingsville Management Team	<ul style="list-style-type: none">• No concerns with the requested site plan.• The proposed building will need to comply with the requirements of the OBC.
County of Essex	<ul style="list-style-type: none">• Full comment is attached as Appendix 'B'• Proposed structures will need to be located a minimum of 110 ft. from the centre line of County Rd 18 and a permit will be required if any changes are proposed to the existing entrance

RECOMMENDATION

It is recommended that Council:

- 1) approve zoning amendment application ZBA/04/17 to rezone the subject property to a site specific 'Agriculture Zone 1Exception 59 (A1-59)' to permit a manufacturing use, limited to the production of decorative concrete products and adopt the implementing by-law.
- 2) approve the proposed site plan, subject to the conditions outlined in the site plan agreement, for the construction of a 19.5 m x 24.4 m (64 ft. x 80 ft.) building and associated driveway and parking area and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

Robert Brown

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

Peggy Van Mierlo-West

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

THE CORPORATION OF THE TOWN OF KINGSVILLE
BY-LAW NUMBER 00-2017

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

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

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

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

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

1. That Subsection 7.1 e) AGRICULTURE ZONE 1 A1 EXCEPTIONS is amended with the addition of the following new subsection:

7.1.59 'AGRICULTURE ZONE 1 EXCEPTION 59 (A1-59)'

a) For lands shown as A1-59 on Map 43 Schedule "A" of this By-law.

b) Permitted Uses

- i) Those uses permitted under Section 7.1 (Rural Residential);
- ii) Manufacturing of decorative concrete products.

c) Permitted Buildings and Structures

- i) Those buildings and structures permitted under Section 7.1 (Rural Residential) in the (A1) zone;
- ii) Buildings and structures accessory to the permitted uses.

d) Zone Provisions

All lot and building requirements for the permitted buildings and structures shall be in accordance with Section 7.1 of this By-law with the exception of the following special provisions;

- i) The maximum permitted height of one accessory building shall be 7.6 m;
- ii) The maximum accessory building lot coverage shall be 15%;

Notwithstanding any other provisions of this by-law to the contrary the outdoor storage or display of raw material or finished product shall be prohibited.

2. Schedule "A", Map 43 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 8, Concession 4 WD, and locally to known as 720 Road 4 W (County Road 18) as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 59 (A1-59)'.

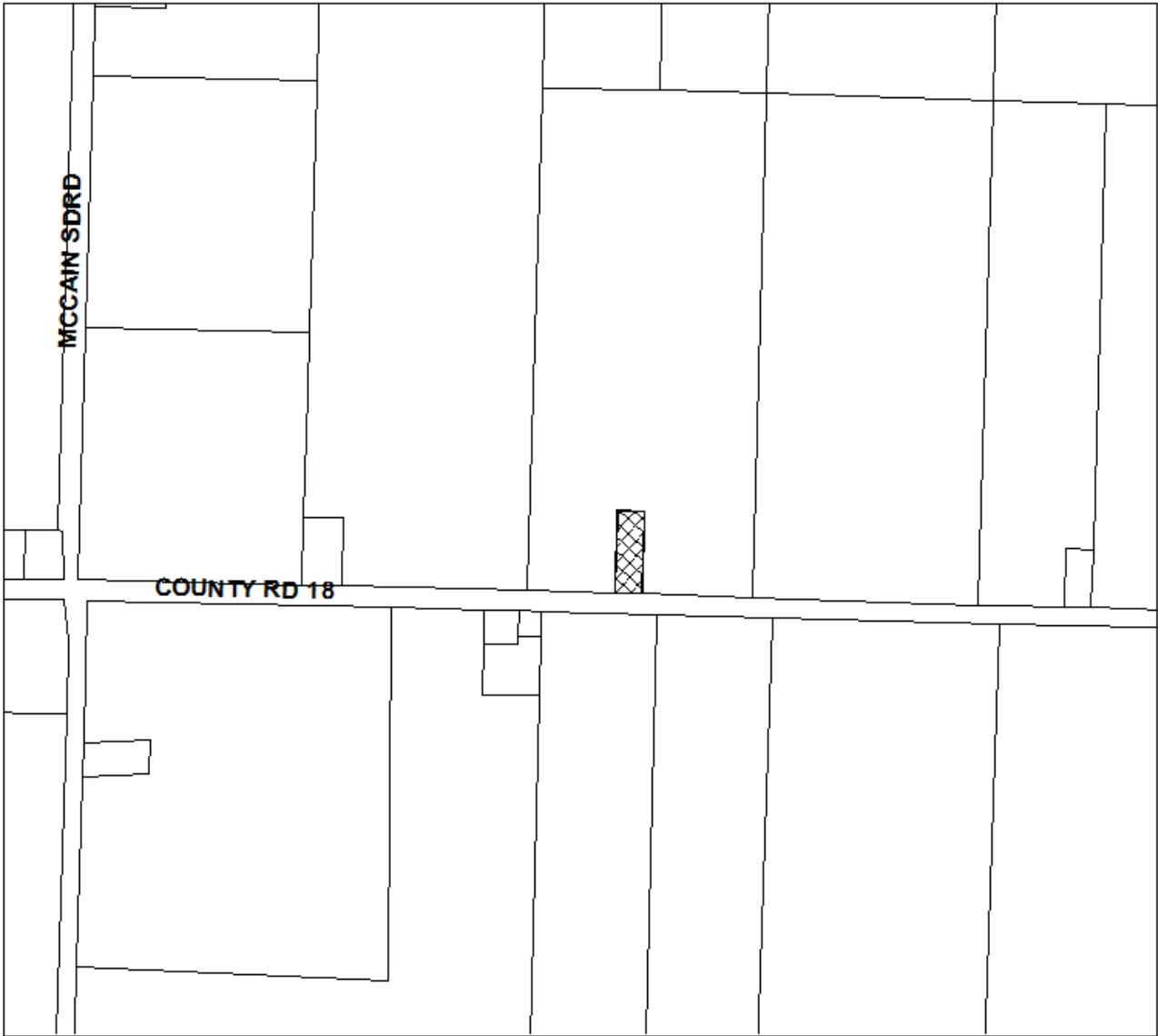
3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27th DAY OF FEBRUARY, 2017.

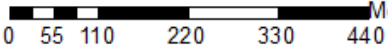
NELSON SANTOS, MAYOR


JENNIFER ASTROLOGO, CLERK

Schedule 'A'



Part of Lot 8, Concession 4 WD
720 Road 4 W (County Road 18)
Zoning By-law Amendment ZBA/04/17

  Meters

 Schedule "A", Map 43 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 59 (A1-59)'

Appendix 'A'

Essex Region Conservation

the place for life



February 06, 2017

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

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

Dear Mr. Brown:

RE: Zoning By-Law Amendment ZBA-04-17, & Site Plan Control Amendment
SPA-02-17, 720 ROAD 4 W
ARN 371143000001300; PIN: 751680061
Applicant: Beverly Springer

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-04-17, and Application for Site Plan Control SPA-02-17. We understand that the applicant is proposing to construct a new detached structure 19.5 m x 24.3 m (64' x 80') at 720 Road 4 West. As per the information circulated in the application a zoning by-law amendment is also required as the structure will be used for a manufacturing business in an Agriculture (A1) zone.

NATURAL HAZARD POLICIES OF THE PPS, 2014

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

WATER RESOURCES MANAGEMENT

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

NATURAL HERITAGE POLICIES OF THE PPS 2014

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

Page 1 of 2

Amherstburg / Essex / Kingsville / Lakeshore / LaSalle / Leamington / Pelee Island / Tecumseh / Windsor



Mr. Brown
February 06, 2017

FINAL RECOMMENDATION

We have **no objections** to either application for Site Plan Control or Zoning By-law Amendment.

If you should have any questions or require any additional information, please do not hesitate to contact the ERCA Watershed Planner, Michael Nelson by phone at (519) 776-5209 ext. 347 or by e-mail at mnelson@erca.org.

Thank you.

Sincerely,



Michael Nelson, Watershed Planner
/cor

Appendix 'B'



Office of the Manager, Planning Services

William J. King, AMCT, MCIP, RPP
Manager, Planning Services

February 13, 2017

Mr. Robert Brown
Town of Kingsville
2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

Dear Mr. Brown:

RE: ZBA-04-2017 & SPA-02-2017, Beverly Springer, Part Lot 8, Concession 4 WD, North Side of County Road No. 18, East of McCain Sideroad, Municipal Number 720

Please be advised that the County has reviewed the aforementioned applications and the comments provided are engineering related only. These applications have not been reviewed from a planning perspective. The subject lands have frontage on County Road No. 18.

The Applicant will be required to comply with the following County Road regulations:

County By-Law Number 2481 – A By-Law to Provide for the Protection of Highways and to Provide for the Installation of Entrance Ways.

County By-Law Number 2480 – A By-Law of the Corporation of the County of Essex to Regulate the Location of Buildings and Structures on Land Adjacent to County Roads.

The minimum setback for any proposed structures on this property must be 110 feet from the centre of the right of way of County Road 18 due to the presence of the Oxley Drain. Permits are necessary for any changes to existing entrances or structures, or the construction of new entrances or structures.

We are requesting a copy of the Decision of the aforementioned applications. Thank you for your assistance and cooperation in this matter.

Sincerely,


William J. King, AMCT, MCIP, RPP
Manager, Planning Services

Appendix 'C'



Looking north at the existing dwelling on the subject property



Looking northwest across the abutting farm parcel



Looking north at the existing access and toward the location of the proposed building



Looking northeast across the abutting farm parcel



Looking northwest at all of the existing buildings on the subject property



Example of finished product

Robert Brown

From: Paul W .
Sent: February-23-17 6:06 AM
To: Robert Brown
Subject: Re: 720 Road 4 West

Hi Robert

I just want to let you know that even though you have answered all my questions my position has not changed.

Thanks

Paul

Sent from my iPhone

On Feb 21, 2017, at 2:26 PM, Robert Brown <rbrown@kingsville.ca> wrote:

Paul

The property will be zoned to permit only the proposed use. Any future owners wishing to do something different would be required to go through the same zoning process. We generally try to keep rural businesses such as this small scale and low impact.

I spoke with the applicant's agent and he confirmed the following:

Truck traffic is minimal and deliveries are generally done by a single or twin axle truck (similar to Home Hardware delivery)

They will have an onsite garbage bin and we can require that it be screened from view.

There is minimal noise and smell from the business, it is all indoors and even generates minimal noise indoors.

<image001.jpg>

Robert Brown, H. Ba., MCIP, RPP
Manager of Planning & Development Services
Development Services Department
The Corporation of the Town of Kingsville
2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305 Ext # 250
rbrown@kingsville.ca

This email message is for the sole use of the intended recipient and may not be copied. If you are not the intended recipient, please destroy



Please consider the environment before printing this email.

From: Paul W [mailto:[paul.welker@kingsville.ca](#)]
Sent: February-21-17 2:02 PM
To: Robert Brown
Subject: Re: 720 Road 4 West

Robert

Thanks for getting back to me.

If the owner decides to sell the property with the new building on it in the future will there be restrictions on what the new owner can do in the building even though property is not zoned residential.

Thanks

Paul welker

Sent from my iPhone

On Feb 21, 2017, at 1:19 PM, Robert Brown <rbrown@kingsville.ca> wrote:

Paul

See answers in blue below.

I will be talking with the designer and the applicant later today and will discuss these concerns and get some additional info. I don't believe that they are proposing something that will be disruptive to the area or to the neighbours and certainly appreciate the feedback.

Regards,

<image001.jpg>

Robert Brown, H. Ba., MCIP, RPP
Manager of Planning & Development Services
Development Services Department
The Corporation of the Town of Kingsville
2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305 Ext # 250
rbrown@kingsville.ca

This email message is for the sole use of the intended recipient and may not be copied. If you are not the intended recipient, please



Please consider the environment before printing this email.

From: Paul W [mailto:[paul.welker@kingsville.ca](#)]
Sent: February-21-17 12:40 PM
To: Robert Brown
Subject: 720 Road 4 West

Hi Robert Brown,

I just listened to your message on the phone. I thought I would send you an email of some of our concerns instead of calling you back.

1. Traffic turning around in my yard. My tenant already has issues with this. Not just FEDEX but FEDEX has been known to use my yard to turn around in and they don't mind driving on the lawn when it is wet. Three or four years ago in late winter early spring a large truck decided to turn around and got stuck on the lawn and had to be towed out. I am assuming shipping companies like FEDEX and anyone else dealing with this business will be stopping in across the road which in my opinion will multiply this problem. For example if they miss the drive across road they will just drive around my yard to get turned around. I feel that it is a huge inconvenience for me to block of my drive to keep people out because then I can't use it either. I will try to get more detail on the type of deliveries and the trucks that will be used. I can relate to this issue as my parents had the same problem because of a manufacturing plant next door to the farm. Semis, on a daily basis, came down the road and if they missed the turn they often used our yard and its u-shaped driveway to turn around. The yard got damaged and obviously, they were not happy. The solution ended up being the posting of a sign on the driveway which seemed to have solved the problem. It's unfortunate that people don't seem to respect private property anymore.

2. Garbage collection. My tenant has filed a complaint to the town already about garbage not being packaged up properly and blowing on my property. What is going to happen with extra garage from the business? We can require that they provide for commercial garbage collection, however, this sounds like an existing containment issue i.e. use of bags rather proper cans. Since the complaint has the issue been resolved to?

3. Is noise going to be an issue with this business? From inside the building and extra traffic and delivery trucks. Noise should not be an issue as all activity is in the shed. I will be reviewing traffic with the applicant but as noted before the delivery/pickup is once a week.

4. Is this going to effect property values or property taxes? No.

5. 10 feet from the property line is not enough for a building of this size. I feel that we will have construction equipment in our field during construction because there isn't enough room to work. There are also a lot of other issues with a building this size being this close to the property line as far as farming goes. I spoke with I believe your father last week and he noted the same concern. The applicant has agreed to increase the setback to 20 ft. on all sides.

6. What about smells and odors coming from the business. Is this going to be an issue? The business is the mixing and casting of decorative concrete all within the proposed building so there should be little to no smell or odour but I will discuss this more with the applicant.

7. If any large trucks are making deliveries in my opinion they are going to have to drive on the lawn across the road so they can back in across the bridge because they can't turn around in the yard. I'll confirm the type of trucks.

8. My tenant is an excellent tenant. I have no complaints with him. He has been living across the road for 12 plus years. He is against this 100 percent. If he decides to move out because of issues that come up in the future because of this I will be looking for compensation.

Thanks

Paul Welker

Date: February 14, 2017

To: Mayor and Council

Author: Kristina Brcic, Town Planner

RE: ZBA/03/17 - Application for Zoning Amendment
Sunvalley Hydroponics Ltd.
1579 Albuna Townline
Pt. Lot 18, Concession 8
Roll No. 3711 290 000 19701

Report No.: PDS-2017-008

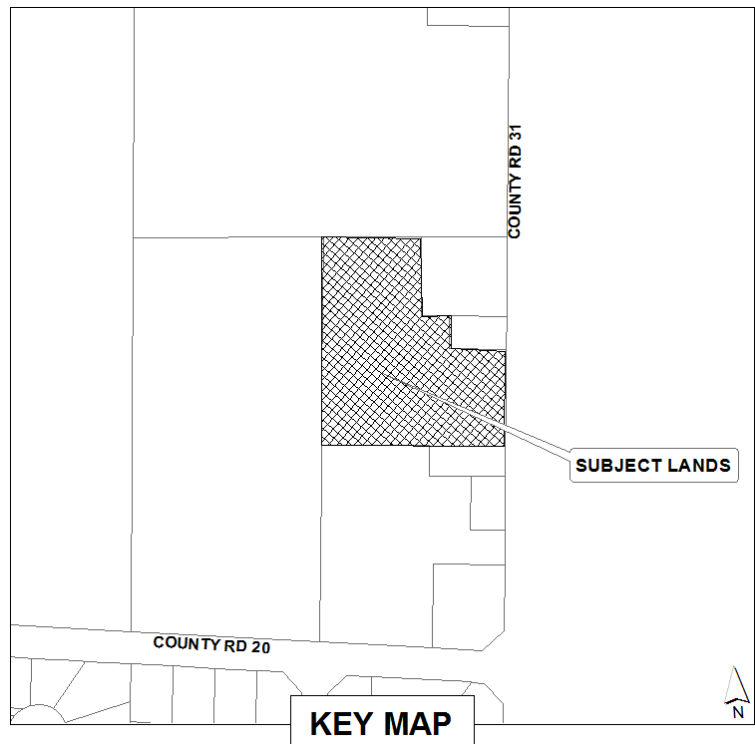
AIM

To provide the Town of Kingsville Council with information regarding the requested Zoning By-law Amendment for lands known as 1579 Albuna Townline, Pt Lot 18, Concession 8, as a condition of consent approval, file B/16/16.

BACKGROUND

The lands in question were recently the subject of a consent application (B/16/16) to sever the dwelling as surplus to the farming operation on a 0.147 ha (0.363 ac.) lot. The retained farm (shown in Red on the sketch) is irregular shaped at 1.893 ha. (4.667 ac.). The farm lot

currently contains approximately 2.9 ac of greenhouse. As a condition of the severance B/16/16 the retained farmland requires a zoning amendment to rezone the land from 'Agriculture (A1)' to 'Agriculture (A2)' to prohibit future residential development.



DISCUSSION

When considering a request for a Zoning By-law Amendment, it is important to review the request on the basis of the following documents to determine whether the request is appropriate:

1) Provincial Policy Statement, 2014 (PPS):

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

Policy section 2.3.4.1 states:

Lot creation in prime agricultural areas is discouraged and may only be permitted for:

c) a residence surplus to a farming operation as a result of farm consolidation, provided that:

- 1. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and*
- 2. the planning authority ensures that new residential dwellings are prohibited on any remnant parcel of farmland created by the severance. The approach used to ensure that no new residential dwellings are permitted on the remnant parcel may be recommended by the Province, or based on municipal approaches which achieve the same objective.*

Comment: The subject land was severed to separate a residence surplus to the needs of the farming operation. Therefore, the requested Zoning By-law Amendment from ‘Agriculture Zone 1 (A1)’ to ‘Agriculture – Restricted Zone 2 (A2)’ will ensure that the severance is consistent with the PPS by prohibiting residential development on the remnant parcel but still allow for farming operations to continue.

2) Town of Kingsville Official Plan

The subject land is designated ‘Agriculture’ within the Official Plan for the Town of Kingsville. Section 3.1, pertaining to lands designated ‘Agriculture’, establishes goals to preserve prime agricultural land for agricultural purposes and restricts the type and amount of non-farm development in ‘Agriculture’ designated areas. Additionally, Section 7.3.1, pertaining to Agriculture Land Division, permits the severance of a dwelling that is considered surplus to the needs of the farm operation conditional on the remnant parcel resulting from the severance being rezoned to prohibited new residential dwellings.

Comment: The requested Zoning By-law Amendment conforms to the relevant policies of the Official Plan for the Town of Kingsville.

3) Comprehensive Zoning By-law 1-2014

The subject land is currently zoned ‘Agriculture (A1)’ in the Comprehensive Zoning By-law for the Town of Kingsville. As a condition of the consent the Zoning By-law Amendment to

‘Agriculture – Restricted (A2)’ will prohibit new residences to be built on the retained farmland.

Comment: The requested amendment will fulfill the condition of the consent approval to maintain compliance with the surplus dwelling severance policies on the Official Plan and the Provincial Policy Statement.

LINK TO STRATEGIC PLAN

There is no specific link to the strategic plan.

FINANCIAL CONSIDERATIONS

There is no financial impact as a result of this zoning amendment.

CONSULTATIONS

1) Public Consultations

In accordance to O. Reg 545/06 of the Planning Act, property owners within 120m of the subject site boundaries received the Notice of Public Meeting by mail. To date, no comments have been received by members of the public.

2) Agency & Administrative Consultation

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

Agency or Administrator	Comment
Essex Region Conservation Authority	<ul style="list-style-type: none">• No concerns or objections.
Town of Kingsville Management Team	<ul style="list-style-type: none">• No concerns with the requested rezoning.
County of Essex	<ul style="list-style-type: none">• No comments received.

RECOMMENDATION

It is recommended that Council approve Zoning By-law Amendment ZBA/03/17 to rezone the retained lands relative to the granted consent (B/16/16) from ‘Agriculture Zone 1 (A1)’ to ‘Agriculture – Restricted Zone 2 (A2)’ on lands currently known as 1579 Albuna Townline, and adopt the implementing by-law 13-2017.

Kristina Brcic

Kristina Brcic, MSc, BURPI
Town Planner

Robert Brown

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

Peggy Van Mierlo-West

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

APPENDIX A – LOCATION MAP



APPENDIX B – SITE PICTURES



Looking west across the remnant farm lands to be rezoned.



Looking west across the remnant farm lands to be rezoned.

APPENDIX C – SCHEDULE ‘A’

Schedule A



Sunvalley Hydroponics Ltd.
1579 Albuna Townline
Pt. Lot 18, Concession 8
3711 290 000 19701
ZBA/03/17

0 20 40 80 120 160 Meters



Schedule "A", Map 61 of By-law 1-2014 is hereby amended by changing the zone symbol on a 4.667 ac. portion of land known municipally as, 1579 Albuna Townline, Pt Lot 18, CON 8, as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture Restricted (A2)'.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 13-2017

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

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

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

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

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

1. Schedule "A", Map 61 of By-law 1-2014 is hereby amended by changing the zone symbol on a 4.667 ac. portion of land known municipally as, 1579 Albuna Townline, Pt. Lot 18, CON 8, as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture - Restricted (A2)'.
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 27th day of February, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Date: February 15, 2017

To: Mayor and Council

Author: Kristina Brcic, Town Planner

RE: ZBA/13/16 - Application for Zoning By-law Amendment
Wayne & Connie Stockwell
182 County Road 27 E
CON NTR, PT Lot 269
Roll # 3711 270 000 06100

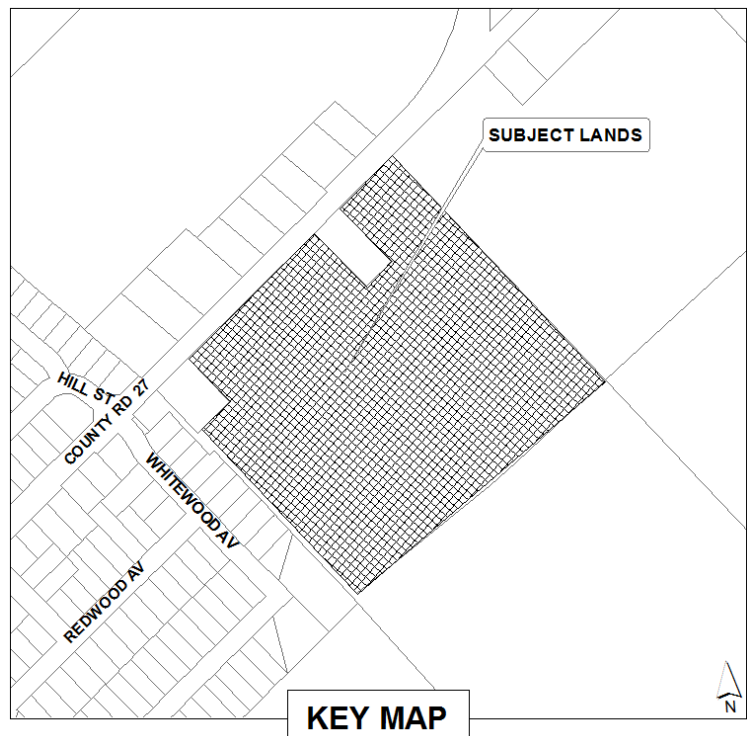
Report No.: PDS-2017-007

AIM

To provide the Town of Kingsville Council with information regarding the requested Zoning By-law Amendment as a result of the provisional approval of Consent Application B/22/16 for lands known as, 182 County Road 27 E, in the Town of Kingsville.

BACKGROUND

The Town of Kingsville has received the above-noted application for lands located on the south side of County Road 27 East, and east of Whitewood Avenue/Hill Street. The subject property is designated 'Residential' approximately 175 m deep into the property from the front lot line and within the Cottam urban boundary. The remainder of the property is designated 'Agriculture' by the Official Plan and zoned 'Agriculture Zone 1 (A1)' under the Kingsville Comprehensive Zoning By-law.



The subject land is a 9.71 ha (23.99 ac.) farm parcel containing a single dwelling and a farm outbuilding. The applicants received provisional approval for the creation of 4 new lots from the Committee of Adjustment as part of Consent application B/22/16. Each of the proposed lots would be greater than 4 acres in lot area with frontage onto County Road 27 East. The zoning of the parcel does not currently permit what is proposed, as a condition of the provisional consent approval a zoning amendment is necessary to rezone the parcel to a site-specific residential classification to permit the proposed development and establish regulations for the development. Specifically, the zoning would include a no build clause, in conjunction with 4.17 Hazardous Uses, at the rear of each lot as a result of the adjacent sewage lagoons.

DISCUSSION

When considering a request for a Zoning By-law Amendment, it is important to review the request on the basis of the following documents to determine whether the request is appropriate:

1) Provincial Policy Statement, 2014 (PPS):

There are no issues of Provincial significance raised as a result of the Zoning By-law Amendment, as this is a condition of the provisional consent approval (B/22/16) to create 4 new lots and additionan of the increased rear yard setback to comply with the Kingsville Comprehensive Zoning By-law 1-2014.

2) Town of Kingsville Official Plan

The subject land is designated 'Residential' and partially 'Agriculture' at the rear within the Official Plan for the Town of Kingsville.

Comment: As a result of the Zoning By-law Amendment, the permitted structures and uses will mirror those permitted under Section 6.6 Rural Residential (RR). Therefore, the requested Zoning By-law Amendment conforms to the relevant policies of the Official Plan for the Town of Kingsville.

3) Comprehensive Zoning By-law 1-2014

The subject lands are currently zoned 'Agriculture (A1)' under the Kingsville Comprehensive Zoning By-law. Rezoning the lands to a more suitable site specific Residential zone is recommended. Therefore a site specific 'Rural Residential (RR)' zone is requested to best fit with the surrounding built up neighbourhood. The proposed zoning by-law amendment will address compliance with Section 4.17 Hazardous Uses setback requirement due to the proximity of the sewage lagoons on the adjacent property to the south. This will take the form of a 150 m minimum rear yard setback for all buildings and structures.

Comment: For greater clarity, the 150 m buffer created by the 150 m rea yard setback is limited to passive uses such as gardens, landscaped areas or trees, no decks, pools etc.

LINK TO STRATEGIC PLAN

There is no specific link to the strategic plan.

FINANCIAL CONSIDERATIONS

There is no financial impact as a result of this zoning amendment.

CONSULTATIONS

1) Public Consultations

In accordance to O. Reg 545/06 of the Planning Act, property owners within 120m of the subject site boundaries received the Notice of Public Meeting by mail.

Public comments were received, more so pertaining to conditions which were addressed in the Consent, such as drainage assessment and stormwater management.

2) Agency & Administrative Consultation

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

Agency or Administrator	Comment
Essex Region Conservation Authority	<ul style="list-style-type: none">No objections (See Appendix C).
Town of Kingsville Management Team	<ul style="list-style-type: none">No build zone within buffer area around Sewage Lagoon at rear of property.
County of Essex	<ul style="list-style-type: none">No comments expected related to this application.Comments received geared towards and included in the Consent report.

RECOMMENDATION

It is recommended that Council approve Zoning By-law Amendment ZBA/13/16 as a condition of Consent B/22/16, to rezone the subject lands from 'Agriculture Zone 1 (A1)' to 'Rural Residential Exception 12 (RR-12)' on lands known as 182 County Road 27 East, and adopt the implementing by-law.

Kristina Brcic

Kristina Brcic, MSc, BURPI
Town Planner

Robert Brown

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

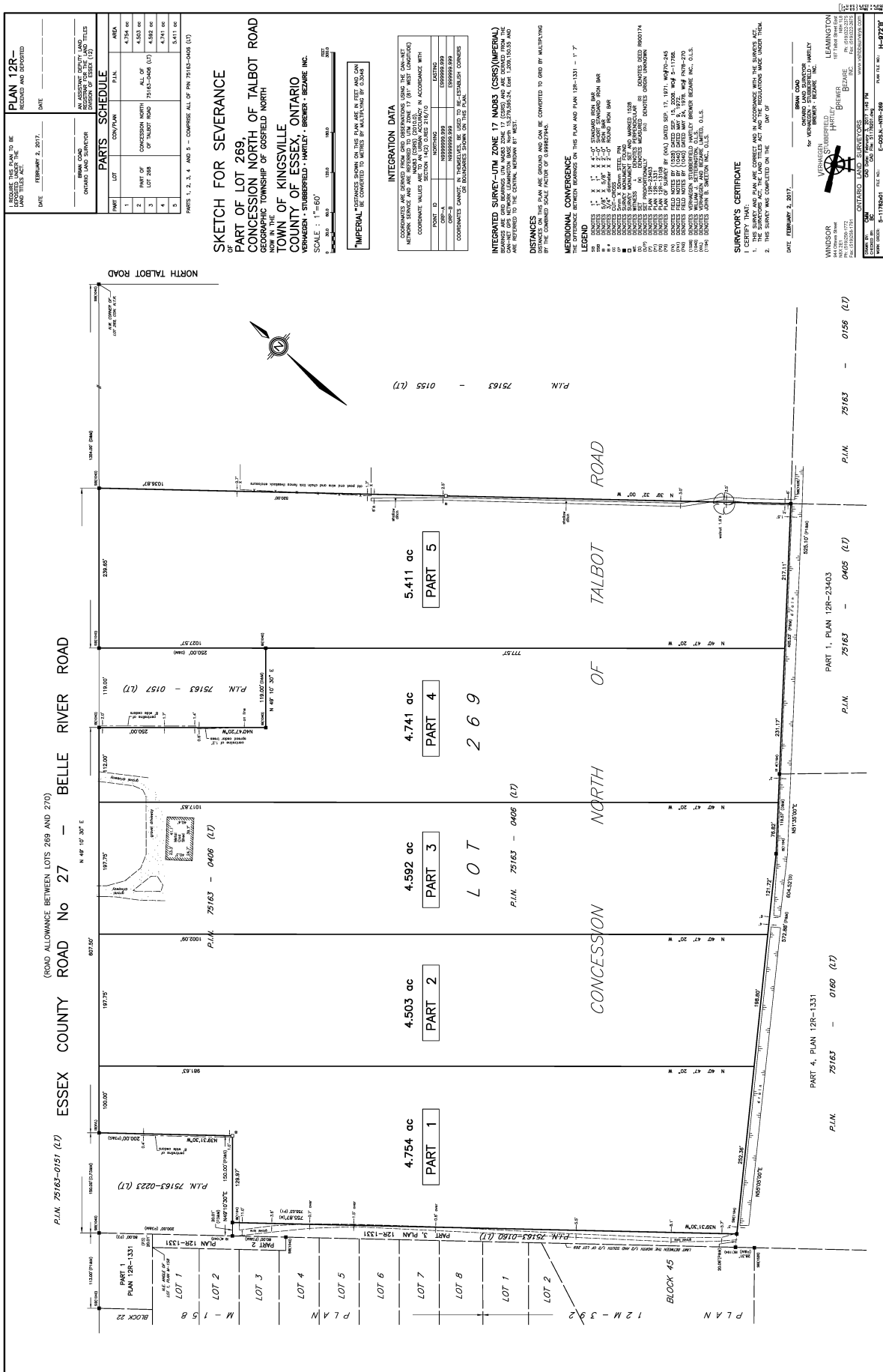
Peggy Van Mierlo-West

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

APPENDIX A – LOCATION MAP



66



APPENDIX C – ERCA COMMENTS

Essex Region Conservation

the place for life



regs@erca.org

P.519.776.5209

F.519.776.8688

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

January 31, 2017

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

Dear Ms. Brcic:

RE: Zoning By-Law Amendment ZBA-13-16
182 COUNTY RD 27
ARN 371159000006100; PIN: 751630406
Applicant: Wayne & Connie Stockwell

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-13-16. We understand that the applicants wish to create 4 new residential lots as per consent application B-22-16. Each of the lots will be over 4 acres in size. As a result the new lots require a zoning amendment to rezone the parcel(s) to a site-specific residential classification, and to recognize a 'no build' clause at the rear of the lots due to the proximity of the adjacent sewage lagoons.

NATURAL HAZARD POLICIES OF THE PPS, 2014

The rear portion of the proposed lots are subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulations under the *Conservation Authorities Act*, (Ontario Regulation No. 158/06). This portion of the subject lands falls within the regulated area of the (Branch of) Smith Newman Drain. The property owner will be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any construction or site alteration (specifically any works located within the vicinity of the regulated drain) or other activities affected by the regulations.

WATER RESOURCES MANAGEMENT

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

NATURAL HERITAGE POLICIES OF THE PPS 2014

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



Page 1 of 2

Amherstburg / Essex / Kingsville / Lakeshore / LaSalle / Learnington / Pelee Island / Tecumseh / Windsor

Ms. Brcic
January 31, 2017

FINAL RECOMMENDATION

We have no objections to the proposed Consent application.

If you should have any questions or require any additional information, please do not hesitate to contact the ERCA Watershed Planner, Michael Nelson by phone at (519) 776-5209 ext. 347 or by e-mail at mnelson@erca.org.

Thank you.

Sincerely,



Michael Nelson, Watershed Planner
/cor

APPENDIX D – SITE PICTURES





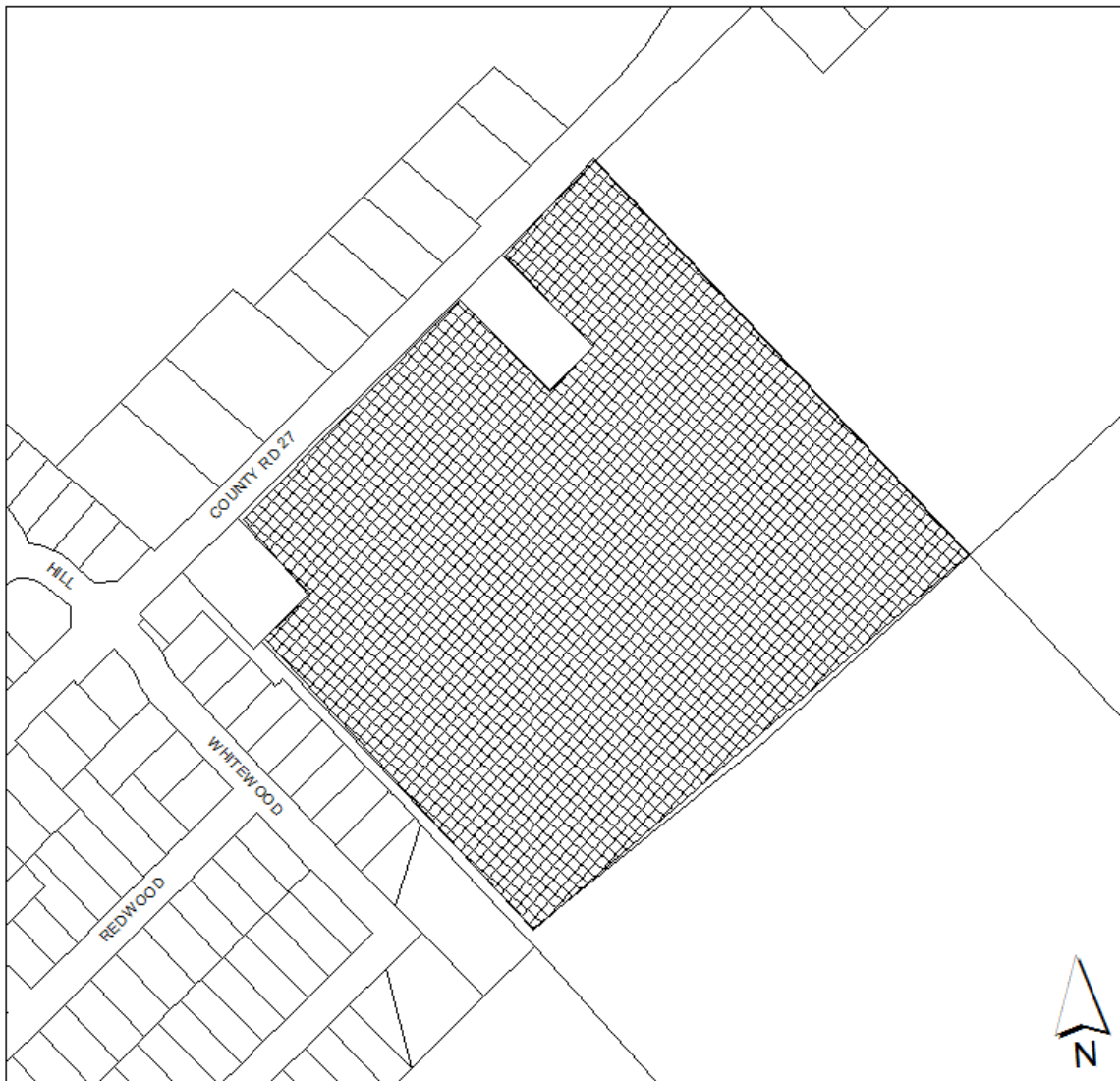
Looking south across the severed lands (Part 5).



Looking south across the severed lands (Part 1).

APPENDIX E – SCHEDULE 'A'

Schedule A



182 County Road 27 E

CON NTR, PT Lot 269

R900147 save & except Part 1, 12R23403

3711 270 000 06100

ZBA/13/16

0 30 60 120 180 240 Meters



Schedule "A", Map 7 of By-law 1-2014 is hereby amended by changing the zone symbol on a 23.99 ac. portion of land known municipally as, 182 County Road 27 E, CON NTR, PT Lot 269, R900147 save & except Part 1, 12R23403, as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Rural Residential Exception12 (RR-12)'.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 25-2017

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

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

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

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

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

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

6.6.12 'RURAL RESIDENTIAL EXCEPTION 12 (RR-12)'

For lands shown as 'A1' on Map 7 Schedule "A" of this By-law.

- a) Permitted Uses
Those uses permitted under Section 6.6
 - b) Permitted Buildings and Structures
Those buildings and structures permitted under Section 6.6.
 - c) Zone Provisions
 - i) Notwithstanding any other provisions of this by-law to the contrary, the following provisions shall apply to lands zoned (RR-12):
 - i. 150 m minimum rear yard setback for all buildings and structures
2. Schedule "A", Map 7 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as 182 County Road 27 E, CON NTR, PT Lot 269, R900147 save & except Part 1, 12R23403, as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture (A1)' to 'Rural Residential Exception 12 (RR-12)'.
 3. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 27th day of February, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



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

Date: February 16, 2017
To: Mayor and Council
Author: Tony Iacobelli, Manager of Information Technology
RE: Kingsville Website Draft RFP
Report No.: IT 2017-01

AIM

To provide Council with the Kingsville Website Draft RFP for comment prior to posting on the Bids and Tenders website.

BACKGROUND

At the first budget deliberation meeting held January 10, 2017, Council approved the Information Technology capital request to seek quotes from vendors to create a new website for www.kingsville.ca

DISCUSSION

During various Strategic Planning and budget meetings, discussions took place regarding the replacement of the current municipal website (<http://www.kingsville.ca>). The attached RFP is a draft proposal that will be used to form the guidelines for vendor deliverables for requirements of the new site. The goal is to create an updated site that is user friendly, can allow for communication to/from Kingsville citizens, provide a mobile presence and meet all required Accessibility Standards set out in Provincial guidelines.

This draft will be used to create the electronic RFP to be posted on the Bids and Tenders Website and act as the template vendors will use to submit their quote/proposal.

LINK TO STRATEGIC PLAN

To encourage leadership and management that will provide the direction to achieve our goals and maximize the effectiveness of our strategies.

FINANCIAL CONSIDERATIONS

Kingsville Council approved \$40000.00 in the 2017 Capital Budget to complete the replacement of the current town website. In 2016, \$10000.00 was set aside in reserves for this project.

CONSULTATIONS

Senior Management Team

RECOMMENDATION

Council to either approve the scope of the draft RFP or provide administration with any additional specific functionality they wish to see included. Upon approval of the draft RFP, administration is seeking approval to proceed with the public advertising of the RFP on the Bids and Tenders website.

Tony Iacobelli

Tony Iacobelli, MCSE, CCEA
Manager of Information Technology

Sandra Zwiers

Sandra Zwiers, MAcc CPA, CA
Director of Financial Services
Acting C.A.O.

The Request for Proposal
Town of Kingsville – Website Design and
Support



The Corporation of the Town of Kingsville

Closing date: Enter date here
(online submissions only up to and
including 4:00 p.m., E.D.T.)

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1. Introduction

The Town of Kingsville is rich in history and Victorian era architecture. Primarily an agricultural community nestled along the north shore of Lake Erie, the Town has declared itself geographically the Southernmost Downtown area in Canada. Kingsville enjoys an ideal growing climate and benefits from a diverse technologically-based agricultural economy, with natural and eco-tourism and opportunities for all ages.

Kingsville values its heritage and is committed to growth and renewal in a way which will ensure to offer a small-town, friendly atmosphere while enhancing the environment.

Kingsville boasts some of the best known wineries, greenhouses and prime agricultural lands and a small town quality of life second to none. Kingsville is not only the destination of choice, but the launching point for adventures to Pelee Island and Sandusky, Ohio via a regular ferry service shared with Leamington.

The Town is strategically located within 30 km of the City of Windsor and USA border with direct access to Provincial Highway 401 via Provincial Highway Number 3. The Town also has a commercial fishing port and seasonal ferry services to Pelee Island and USA.

The Town was reincorporated on January 1, 1999 for the purpose of combining the former Townships of Gosfield North, Gosfield South and Town of Kingsville and provides a unique blend of picturesque small urban centres to live in such as, the Village of Cottam and Hamlet of Ruthven in addition to the former Town of Kingsville

The Corporation of the Town of Kingsville, hereafter referred to as the “Town”, is inviting electronic submissions from proponents for the design, development and implementation of a new website, including an intranet. The Town currently has a web presence, www.kingsville.ca. The Town is looking to take this opportunity to re-engineer much of the content of the existing site, incorporating the latest web content management technology while ensuring that it is designed in accordance with the Accessibility for Ontarians with Disabilities Act (AODA), and to ensure it allows for the implementation of new initiatives as our goals change and evolve.

2. Scope of Work and Guidelines

The scope of this project is to create a flexible, informative, accessible web site (internet/intranet) that is easy to maintain. It must be a user friendly site that can deliver large amounts of constantly changing information to the general public and to staff. In addition to designing a user-friendly site with an intuitive interface, the project must include the development of a web-based, database-driven administration tool that allows key management personnel to easily update content without directly accessing source code.

The Town will maintain ultimate editorial control of content to limit any delays in the publishing of new information on the site. Town Administration will efficiently manage web publishing processes, preferably by using a system with a browser-based user interface. Administration of web content should be based on roles to control access and workflow (e.g. author, reviewer/editor, publisher). The Town will assume full responsibility for web site content maintenance and administration. All content, coding and graphics will become the sole property of the Town.

Proposals should assume that the proponent will provide the labour to design, procure, install and provide administrative and end user training. This Request for Proposal (RFP) states the overall scope of the products and services desired, specific hardware and software functionality, technology foundation, as well as desired vendor qualifications. The selected system should achieve several operational objectives while providing the most state-of-the-art technology. This system solution must be integrated into present networking solutions.

3. Technical Requirements

The Town's current website is hosted through vendor that designed the site. The selected vendor should offer a solution including hosting of the site. The selected vendor must supply any required software and access to modify/update site content

4. Definitions

In this RFP, the following capitalised terms not otherwise defined shall have the following meanings:

"Town" means The Corporation of the Town of Kingsville.

"Council" means the municipal council of the Town of Kingsville.

“Contract” means the written agreement to be entered into between the successful Proponent and the Town.

“Evaluation Committee” means the committee appointed to guide, monitor and direct this RFP process and evaluate Submissions. The Evaluation Committee may obtain the assistance of consultants and advisors as the Evaluation Committee may deem appropriate.

“Offer Document” means Appendix “A”, Offer Document.

“Proponent” means an individual, partnership or corporation participating in this RFP by submitting a Submission.

“Registered Proponent” means a Proponent who has registered with the Town through the Bids and Tenders website by providing any required Proponent information, and receiving this RFP. Town Administration has the sole discretion to determine whether or not a Proponent is a Registered Proponent.

“RFP” means, as the context requires, this request for proposals process and the proposal documents, including all Appendices and any addenda which may be issued.

“Submission” means a Proponent’s completed Offer Document and all materials submitted with it, as outlined in Appendix “A” and “B”.

“Submission Deadline” means 4:00 p.m. E.D.T. as time stamped on Bids and Tenders site (**enter date here**).

“Submission Location” means the Bids and Tenders website (<http://kingsville.bidsandtenders.ca>)

5. Summary of the RFP Process

Proponents should read this RFP carefully and thoroughly to understand all terms and conditions. Submissions may be deemed non-compliant or be rejected for failure to fulfil procedural or content requirements stipulated in this RFP.

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System, no later than (enter date here)

Proponents are cautioned that the timing of their Proposal Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an "**Internet Traffic Jam**" due to file transfer size, transmission speed, etc.

For the above reasons, the Town of Kingsville recommends that Proponents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Town of Kingsville's Bidding System web clock.

Proponents should contact the **Main Contact** listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the **Main Contact** immediately.

Late Proposals shall not be accepted by the Town of Kingsville's Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid or If a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at the at <http://kingsville.bidsandtenders.ca>

Electronic Proposal Submission

The Town of Kingsville (the Owner) shall **only** accept and receive Electronic Proposal submissions through the Town of Kingsville's Bidding System, hereafter called the '**BIDDING SYSTEM**'.

HARD-COPY PROPOSAL SUBMISSIONS SHALL **NOT** BE ACCEPTED.

Except as provided in this RFP, Proponents are not to contact any members of the Town's administration, Town Council, or any member of the

evaluation team in relation to this RFP. Failure to abide by this paragraph may result in disqualification of the Proponent and rejection of its submission.

6. Questions and Clarifications

All questions and requests for clarification are to be made in electronically through Bids and Tenders website. The Town will review all questions and, if a response is warranted, the question and the response will be issued by way of addendum to all Proponents. The Town may edit or rephrase the question or may advise that a response to the question, in the Town's opinion, is not required.

Questions must be received by no later than (**enter date here**). The Town may, in its discretion, consider or respond to questions posed after this date, but is under no obligation to do so.

This RFP may only be amended by addendum. Information, clarification, responses or instructions provided in any other means regardless of setting or context are not binding on the Town and should not be relied upon unless an addendum is issued.

Any addendum issued under this RFP will become part of the RFP and Proponents will be required to acknowledge addenda in their Submissions.

7. Lobbying and Collusion

Proponents are prohibited from engaging in conduct which is or could reasonably be construed as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP.

A Proponent shall not discuss or communicate directly or indirectly with any other Proponent any information whatsoever regarding the preparation of a Submission. Submissions shall be prepared and submitted independently, without communication, knowledge or comparison of information or any direct or indirect arrangement with any other Proponent.

Failure of any Proponent to comply with this section may result in the disqualification of the Proponent and the rejection of its Submission.

8. Instructions for Completing the Submission

Proponents shall upload response to RFP to Bids and Tenders website and attach all schedules and information

9. Delivery of Submissions

The Proponent shall upload submission to <http://kingsville.bidsandtenders.ca>. Facsimile or hard copies **will not be accepted**. Submissions posted after the Submission Deadline **will be rejected**.

Submissions may be amended prior to the Submission Deadline by uploading amendment. Where a Proponent submits more than one Submission before the Submission Deadline, the last Submission received will supersede and shall invalidate all other Submissions submitted by that Proponent.

Submissions shall remain effective for one hundred and twenty (120) days after the Submission Deadline.

10. Requests for Additional Information

The Evaluation Committee may contact any one or more of the Proponents to request clarification of any information or materials submitted as part of a Submission or to request additional or supplementary information (collectively, a "Request for Additional Information") without any obligation to contact any other Proponent(s) with the same or any other Request for Additional Information. The Proponent's response to a Request for Additional Information shall be in writing.

Proponents shall respond promptly to all Requests for Additional Information. Failure to provide a timely response to a Request for Additional Information may have a negative impact on a Submission, or may result in rejection of a Submission.

Any response received by the Evaluation Committee in response to a Request for Additional Information may form an integral part of the Proponent's Submission, at the sole option of the Evaluation Committee.

Requests for Additional Information shall not be construed as an award of a Contract, or as acceptance or rejection of any Submission.

11. Evaluation

Submissions will be evaluated as described in this section.

The Evaluation process will be conducted by the Evaluation Committee, although others, including Town staff and advisors, may be asked to review the Submissions as deemed appropriate by the Evaluation Committee.

This RFP will be evaluated based on criteria developed by the Town which include, but are not limited to:

- Proponent's reputation, qualifications and experience;
- Information obtained by references provided by the Proponent;
- Information obtained from third parties;
- Contents, completeness, clarity and responsiveness of the Proponent's Proposal;
- Skill and experience of the Proponent's proposed staff;
- Information provided by the Proponent in response to any Request for Additional Information;
- Financial considerations, including but not limited to: acquisition costs, maintenance costs and warranties;
- Any other information provided by the Proponent or obtained by the Town during the RFP process.

The Proponent may have an opportunity to meet with the Evaluation Committee, upon receiving a request from the Evaluation Committee. The nature and length of such meeting will be determined by the Evaluation Committee in consultation with the Proponent. If a Proponent is invited to such a meeting, the Proponent and the Evaluation Committee will both be at liberty to discuss in detail all aspects of the Proponent's Submission. The Evaluation Committee may convene more than one meeting with a Proponent. The fact that the Evaluation Committee decides to meet with one Proponent does not in any way oblige it to meet with any other Proponent(s).

A Proponent's Submission or the Evaluation Committee's evaluation of any Submission does not obligate the Town to select any Proponent, award the Contract, or proceed further with this RFP. The Town may, in its sole and unfettered discretion, and for any or no reason, reject any or all Submissions or cancel this RFP in whole or in part any time prior to the execution of the Contract by the successful Proponent.

Upon evaluating the Submissions received pursuant to this RFP, the Town may in its sole discretion enter into contract negotiations with a Proponent whose Submission has been opened and reviewed by the Town and:

- whose submission contains the information requested in this RFP as described;
- whose submission is determined to be the most advantageous to the Town and which best demonstrates the criteria enumerated in this RFP; and,
- who is, in the sole discretion of the Town, able to deliver the required product and services to the satisfaction of the Town.

The lowest priced proposal will not necessarily be accepted nor will the overall highest quality proposal be automatically chosen.

12. Rights of the Town

In addition to any other express rights or any other rights which may be implied in the circumstances, the Town reserves the right to

- reject any and all Submissions;
- verify with any Proponent or with a third party any information contained in or submitted as part of the Submission;
- check references other than those provided by the Proponent;
- adjust a Proponent's evaluation or reject a Submission on the basis of information provided by references, whether or not such references were provided by the Proponent or Information provided by the Proponent in response to a Request for Additional Information;
- make an award to a Proponent other than that Proponent submitting the lowest cost Proposal; and,
- disqualify any Proponent whose Submission contains misrepresentations or any other inaccurate or misleading information relating to matters which the Town, in its sole discretion, considers material.

13. Award of Contract

The Town of Kingsville will negotiate contract terms upon selection of a Proponent. All contracts are subject to review by Town of Kingsville legal counsel, and a project will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget and other necessary items.

Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

14. Accuracy of RFP

To the best of the Town's knowledge, all information provided in this RFP is accurate; however, nothing in this RFP shall relieve the Proponents from undertaking all investigation and clarification on all matters related to this RFP. The Town does not represent or warrant the accuracy or completeness of any information provided and no allowance will be made for additional costs nor will any claim be considered in connection with conditions or circumstances that could have been reasonably ascertained by the Proponents had reasonable efforts been made prior to the Submission Deadline.

15. Proponent's Costs

Proponents shall bear all costs and expenses in any way related to the preparation, submission or response to this RFP, including but not limited to the gathering of information, attending or participating in any interviews or site meetings, the preparation of the Submission or responding to any questions or clarifications or Requests for Additional Information made by the Town.

16. Confidentiality and MFIPPA

All information provided by or obtained from the Town in connection with this RFP is the sole property of the Town and must be treated as confidential. Such information is not to be used for any purpose other than responding to this RFP.

By submitting a Submission, Proponents acknowledge that the contents of their Submission will be disclosed to the Evaluation Committee and may be disclosed to Town Council and to the Town's staff or advisors. The Town will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Proponents and identified as being confidential information (the "Confidential Material"). However the Town accepts no liability in the event that the Confidential Material, or any part of it, is disclosed even if the Town, its advisors, staff, members of Council, or other person associated with the Town may have been negligent with respect to such disclosure.

Proponents are further advised that the Town may be required to disclose parts or all of a Submission pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). Subject to the provisions of MFIPPA, the Town will use reasonable efforts to safeguard the confidentiality of any information identified by a Proponent as confidential, but shall not be liable in any way whatsoever to any Proponent if such information is disclosed based on an order or decision made under the MFIPPA or any other applicable legislation, including the *Municipal Act, 2001*, as amended.

17. Public Statements

Proponents shall not publish, issue or make any statements or news release, electronic or otherwise, concerning their or any other Submission, the RFP, the evaluation of the Submission, or the award of the Contract or cancellation of the RFP, without the express prior written consent of the Town.

18. Conflict of Interest

Proponents must disclose to the Town any present or potential conflicts of interest involving any member of Town Council or staff employed in any capacity by the Town or any Town agency or board that:

- has a direct or indirect financial interest in the award of the Contract to any Proponent;
- is currently employed by, or is a consultant to or under contract to a Proponent;
- is negotiating or has an arrangement concerning future employment or contract with any Proponent; or,
- has an ownership interest in, or is an officer or director of any Proponent.

19. Applicable Law

This RFP shall be construed in accordance with and be governed by the laws of the Province of Ontario.

Appendix “A” – RFP Submission Contents

It is important that Proponents present the information set out in this Appendix so that it can be readily understood and evaluated. A Proponent should address all of the items set out in this Appendix, in the order in which they appear and using the same headings and numbering sequence. Proponents should attach schedules, documents, pages and other material to the completed Submission, clearly identifying the matter(s) addressed in such schedules, documents, pages and material.

1. General Specifications

1.1 Location Specifications

Town of Kingsville, 2021 Division Rd N., Kingsville, Ontario NY9 2Y9

1.2 Browser, Platform, Accessibility

The Town’s website attracts a wide audience of users. The design must, therefore, be compatible with all mainstream web browsers for Windows, Linux and Macintosh platforms. Recent versions of Internet Explorer, Mozilla Firefox, Safari, Google Chrome, and Opera browsers should be viewable and usable as well. It is imperative that the redesigned sites have quick load times in order to be accessible by both dial-up and broadband Internet connections.

The new website must be designed in accordance with the Integrated Accessibility Standards Regulation (O.R. 191/11) under the Accessibility for Ontarians with Disabilities Act (AODA). It must be designed, tested and certified in accordance with the Website Content Accessibility Guidelines 2.0 (WCAG) as defined by w3c.org. The website must, at a minimum, achieve Level AA Conformance. The Proponent shall provide third-party compliance verification. The website must be demonstrated to interact with screen reader software such as JAWS.

1.3 Standard Format

Published content must make use of standard internet formats (HTML, XHTML, or XML) to make sure the browser experience is common across all types of clients.

1.4 Appearance

The successful Proponent will create the appearance of the home page and main navigation templates for each of the main navigation links, along with a template or templates for successive pages. This will include the design, navigation, search capabilities and the subsequent site production.

The successful proponent will also identify the creative component, ideas for themes, artist renderings, etc. used to develop the graphic component of the website. All materials used must be in compliance with Canada's copyright laws and must be tagged in accordance with WCAG 2.0 guidelines.

The Town expects that a substantial amount of content from the existing web site will be able to be converted to the new web site. Any new content will be provided by the Town to the developer, and it is expected the developer will provide guidance and recommendations on format based on their experience.

1.5 Content

It is expected that the main page will have menus, each with multiple submenus. The screen should be sectioned into logical, functioning regions and shall include sections for news and announcements. Each section of the site should have a common look and feel. The use of photographs, fonts and layouts should be consistent throughout the site. Any structure that is designed must be built upon a framework that provides flexibility and allows the Town to maintain and enhance the screens as needed. The site should be easy to navigate. The Information should be grouped and presented in a logical manner and require no more than three levels of "drill down" for the user to find the desired information. Navigation of menus must be seamless with the ability to maneuver backward easily (i.e. breadcrumb trail).

It is anticipated that the successful Proponent will use their expertise and creativity to design an original, captivating website that will immediately capture the user's attention and draw them to the information they desire or area they wish to explore. The Proponent will advise on best practices for website appearance and navigation and will work in conjunction with the IT Manager to organize the content to optimal effect.

The Proponent will identify the quantity of pages that are included in the proposal and the cost for additional pages of development. If the proposal is insufficient to include all of the pages within the website, then the

municipality may choose to post the remaining content with the administrative tools provided by the developer.

Tables below address design features that must be ready on delivery or future delivery (framework must be built in now)

1.5.1 User-Centric Structure

Item	Y/ N	Comments
Ensure website architecture is structured to find information easily		
Ensure website information can be located within three-click industry standard rule		
Ensure the website homepage and e-Communications reflect the Municipality's brand		
Ensure “frequently accessed” information is located in a prominent location		
Ensure the website architecture is easily adaptable to respond to customer desires and demands		
Promote a positive image of the Town of Kingsville		

1.5.2 Responsive to Stakeholders Needs

Item	Y/N	Comments
Ensure the website provides information to stakeholders. (Stakeholders include: residents, businesses, potential visitors, potential residents, potential investors, Town staff)		
Promote tourism and community events (e.g. Community Events Calendar)		
Engage, raise awareness and educate residents on new and existing programs and services		
Ensure key economic development information is readily available (e.g. quick facts, lands database)		
Promote e-tools/services to enhance investment attraction and business retention/expansion activity		

1.5.3 Enhance Online Customer Service

Item	Y/ N	Comments
Ensure web and mobile applications support online payment and services		
Ensure technology enables accessible online applications and fillable forms		
<p>Ensure technology enables a mechanism for online input such as:</p> <ul style="list-style-type: none"> ▪ service requests (e.g. reporting a pothole, requesting various services online and receiving online updates on those requests); ▪ complaints on various issues across the Municipality 		

1.5.4 Usability

Item	Y/N	Comments
Describe your approach to usability, referencing client projects with multiple stakeholders to engage online.		
Describe the methods the Municipality can take to involve public consultation and/or testing with various stakeholders.		

Request for Proposal
Town of Kingsville – Website Design and Support

1.5.5 Overall Site Design

Item	Y/N	Comments
Has a custom design that complies with the Municipality's Branding Guidelines.		
Templates made for homepage, and interior page		
Analytics and quality assurance are integrated into the site or software must be compliant with Google Analytics.		
Design prints cleanly to standard letter size paper.		
Search box is available on every page.		
Design is consumable/embedded into social media feeds		
Design is able to change the body text sizes for accessibility.		
Support for meta tags / keywords imported from the CMS.		
The public is able to change and/or reset their passwords where registration is required.		

Request for Proposal

Town of Kingsville – Website Design and Support

1.5.6 Mobile Device Support

Item	Y/N	Comments
Proposed solutions must be mobile friendly and function appropriately on most smart phone and tablet devices. Designs may be responsive or adaptive, but information is only to be updated in one place		.

1.5.7 Social Media

Item	Y/N	Comments
The Municipality may wish to auto-publish to our social media accounts, including Facebook, Twitter and LinkedIn to disseminate website information. The Municipality also wishes to embed YouTube videos on our website, as well as the option to feature social media content on the website pages. Social media needs to be tightly integrated into the proposed solutions.		

Request for Proposal
Town of Kingsville – Website Design and Support

1.5.8 Website Content Management

Item	Y/N	Comments
Has a graphical WYSIWYG environment. (No HTML knowledge required by users.)		
Has spell check for content editor widgets.		
Spell check has a global dictionary so users do not have to maintain their own, including autocheck and auto suggest.		
Global dictionary is maintained by staff.		
Has the ability to track changes and restore prior versions of both web content and media.		
Easily creates new pages		
Has workflow management: CMS lets users utilizing role based security to collaboratively edit content, to delegate content editing to another user or group, to restrict users or groups from editing content, to prohibit publishing of content until reviewed and approved by one or more content approvers.		
Notifications sent on content expiry, and for approval submission.		
Has customizable templates.		
Support multimedia content objects like images, video, and other media.		

Request for Proposal
Town of Kingsville – Website Design and Support

Item	Y/N	Comments
All content, media and documents have a traceable history associated with them allowing for the tracking of both user and date/time of uploads.		
Tracks media uploads in a manner that integrates with analytics.		
Feedback tool that allows users to submit website and content feedback directly to Municipal staff		
Mapping tool to display the parks and recreational facilities located throughout the Municipality		
A-Z listing of Municipal services, including ability for staff to manage the list as needed.		
Photo gallery tool that allows for the creation of photo galleries that can be added to any page within the site.		
Polling tool to allow staff to create and embed online polls. Provide option for users to submit and review poll results.		
Business directory with ability to search by category and/or keyword. Must include self-serve option allowing businesses to manage their own listing.		
Has automatic sitemap generation.		
Uses friendly URLs.		
Proven technology: The CMS software uses proven technology utilized by a broad sector of organizations.		
Content migration: the proponent		

Request for Proposal
Town of Kingsville – Website Design and Support

Item	Y/N	Comments
migrates all content of the existing website(s) or works with business units to redevelop content.		
CMS provides the ability to add metadata to the image or document record for search indexing purposes.		
CMS has the ability to preview proposed changes.		
Administrators and users able to change and/or reset their passwords.		
If a hosted solution is used, proponent has network intrusion detection systems in place.		
If a hosted solution is used, proponent regularly-updates anti-virus protection on its servers.		
If a hosted solution is used, proponent has managed services for its security devices and appliances, including all firewalls and proxy servers.		
Has knowledgebase for online help, helpdesk 24/7 availability (by phone or email), options for comprehensive training, and access to other online resources.		
Ability to archive content.		
When the webserver returns a 404 (not found), the CMS redirects browsers to a user friendly replacement page.		

1.5.9 Web Forms

Item	Y/ N	Comments
Forms email and/or store information in the database.		
Support JavaScript and server side validation to prevent tampering.		
Include spam prevention measures.		
Administration is easy to use by someone with little or no technical training.		
Forms are accessible and able to be completed by keyboard.		
<p>Forms may include:</p> <ul style="list-style-type: none"> ▪ Report a pothole ▪ Report a missing or damaged traffic sign ▪ Report a dead animal on a Municipal road ▪ Report the need for grass cutting in a park ▪ Online submission for Request for Road Closure ▪ Online submission for Financial Assistance 		

Request for Proposal
Town of Kingsville – Website Design and Support

1.5.10 Events Calendar

Item	Y/N	Comments
Allows all events to be uploaded through CMS, regardless of department.		
Events are 'tagged' to category, and users are able to select which categories of events display (e.g. Council & Committee meetings, Tourism Events) automatically displayed in master calendar.		
Allows user to download selected calendar events into iCal, Outlook, etc. (top 3 most popular calendar apps).		
Allows users to subscribe to receive via email new calendar event notices		
Each event has a link to a page with description.		
Ability to integrate council calendars with eScribe.		

Request for Proposal

Town of Kingsville – Website Design and Support

1.5.11 News

Item	Y/N	Comments
Ability to publish articles with embedded photos, videos, URLs.		
Has the option to show archived news items or most popular items from the past month/season.		
News allows items to be future dated.		
News items have a start date time and end date time.		
Ability for users to subscribe to news items and receive via email (must be CASL compliant)		
Option to post emergency alerts to home page		

1.5.12 Technical Requirements

Item	Y/N	Comments
Does the system use a web-based administrative interface?		
Have no reliance on browser plugins/extensions.		
Be browser agnostic with respect to all recent versions of modern browsers.		
Can the proposed offering be part of a PCI compliant solution to allow for the acceptance of online payments?		

1.5.13 AODA and Accessibility

Item	Y/N	Comments
Describe your approach meeting WCAG 2.0 A criteria; AODA legislation; Ont. Reg. 191/11, to support accessibility features and functions.		
Describe your expertise with AODA and accessibility.		
Describe the accessibility tools used/leveraged.		

1.5.14 Components Search

Item	Y/N	Comments
Indexes the entire website, including dynamic pages.		
Indexes PDFs, including documents linked from within a PDF.		
Supports industry standards like robots.txt.		
Supports multiple indexes allowing for indexing of subsections like Council Reports, Community Services, Fire Services, etc.		

Request for Proposal

Town of Kingsville – Website Design and Support

1.5.15 How do I?

The purpose of 'How do I?' is to provide information on common questions that citizens have. The questions are organized by categories.

Item	Y/N	Comments
Lists the titles of all active entries which link to the respective URL in alphabetical order under each category (e.g. How do I...Apply for It, Have a Say, Pay for It, Report it).		
Allow for flexibility when assigning a new page/tab on the site to the How Do I menu.		

1.5.16 Bid Opportunities

Item	Y/N	Comments
Procurement tool allowing staff to manage the RFP and tender process. Including the following functionality: <ul style="list-style-type: none">▪ Manage vendor lists▪ Assign emergency vendors▪ Post RFP's and tenders▪ Online evaluation▪ Electronic submissions▪ Vendor self-serve		

Request for Proposal
Town of Kingsville – Website Design and Support

1.5.17 Hosting

Item	Y/ N	Comments
Provides a minimum 4-nines (99.99%) uptime guarantee.		
All infrastructure servicing the solution is located within the territorial borders of Canada.		
All communications to the hosting vendor must be encrypted with industry standard strong encryption.		
Proponent has network intrusion detection systems in place.		
Proponent regularly-updates anti-virus protection on its servers.		
Proponent has managed services for its security devices and appliances, including all firewalls and proxy servers.		
Has knowledgebase for online help, helpdesk 24/7 availability (by phone or email), options for comprehensive training, and access to other online resources.		

Request for Proposal
Town of Kingsville – Website Design and Support

1.5.18 Maintenance, Warranty and Support

Provide documents explaining how you will meet the following requirements

Item	Y/ N	Comments
Provide full details on support plans, location of support facilities, problem resolution and escalation procedures, and committed response times to client requests.		
Support: describe the facilities, hours available, level of support and response time standards. Is this service included with the support? Does it include end user functional support?		
Client Suggestions: describe policy regarding suggestions for improvements made by clients.		
Training: Proponent is to provide training. Describe implementation training plans and on-going training strategy.		

1.5.19 Value Add Items

Item	Y/ N	Comments
Tool allowing the Municipality to display and promote available industrial buildings and vacant land. Option to integrate directly with MLS.		
HR tool allowing the Municipality to manage the hiring process. Including the ability to apply online and pre-screen candidates.		

1.6 Search Engines

The proposal shall include techniques that will ensure the Town of Kingsville’s website is located with a favourable ranking on current search engines.

1.7 Implementation Plan

The proponents shall outline an implementation estimate, including:

- Number of days required for implementation
- Resources required for implementation
- Number of training days required for implementation support.
- Cost of implementation (itemize – resources, training etc.).
- Product and services offering pre-installation, installation and post installation.
- Dates for the implementation to cause minimal or no disruption to regular Town business. Downtime and interruption to staff to be kept to a minimum (preferably no down time). In order to minimize staff

interruption include whether it would be possible for implementation to be done after normal (8:30 am – 4:30 pm Monday to Friday).

1.8 Ownership

All deliverables will become the sole property of the Town of Kingsville. All source files for graphics will be submitted in source format and will become the sole property of the Town of Kingsville. All compiled code or obfuscated code will become the property of the Town of Kingsville.

1.9 Harmonized Sales Tax (H.S.T.)

H.S.T. is not to be included in the schedule of fees or proposed cost pricing. For proposal purposes, HST is excluded from Total Proposed Price, and shall be considered as extra. HST shall be shown separately on the Schedule of Fees / Pricing. HST will be added as extra to any payments or progress payments for work completed, and will be calculated at 13%, or such other rate as determined by Revenue Canada Agency.

2. Proponents Qualifications and Responsibilities

- The proponent will be fully responsible for worker safety, public safety, public liability and property damage.
- All personnel working for the proponent shall work in a safe manner at all times within the Occupational Health and Safety Act and Regulations.
- The proponent's workers shall be covered by Workplace Safety and Insurance Board. A current clearance certificate of coverage shall be submitted to the Town prior to commencing work. The proponent is expected to complete the work once it is has started; no provision will be given for delays.
- In accordance with the Occupational Health and Safety Act and Regulations, the proponent will be considered the Contractor and as such, assume all the roles and responsibilities of a Contractor as defined by the Occupational Health and Safety Act and Regulations.

3. Submission Requirements

Proposals will be received at <https://kingsville.bidsandtenders.ca>

Proposals will be opened as soon as practicable and evaluated. All proposals and accompanying documentation shall be the property of the Town and will not be returned.

All electronic submissions must be received by (enter date and time here)

Faxed or non-electronic proposals will not be accepted in response to this RFP. Late Proposals will not be accepted.

4. Payment

Prior to final payment, the proponent must submit to the Town a statutory declaration in a form satisfactory to the Town that all liabilities incurred by the Proponent and the Proponent's sub-trades in carrying out the contract have been discharged. This includes all material, labour and associated insurance costs.

5. Hold Back

The proponent acknowledges a 10% hold back will be held for 45 days from completion of contract.

6. Subcontractors

The proponent shall provide to the Town a firm list of the names and addresses of the subcontractors whom the proponent will use for work. The Town reserves the right to accept or reject subcontractors.

Proponent's subcontractors will be required to provide a current Workplace Safety and Insurance Board clearance certificate and proof of liability insurance to the Town prior to commencing work.

The proponent agrees to be fully responsible to the Town for acts and omissions of his subcontractor and of persons directly or indirectly employed by them. Nothing in the contract documents shall create any contractual relationship between any subcontractor and the Town.

7. Insurance

The proponent at all times during the course of the work shall indemnify and save harmless the Town from and against all claims and demands whatsoever and whosoever arising. The proponent shall carry adequate General Insurance with a minimum requirement of \$2,000,000.00 inclusive for both public liability and property damage. The proponent shall submit a copy of the Certificate of Insurance following notification of acceptance of the Proposal and shall name the Town as additionally insured.

8. Contract

Prior to commencing work on the project, the successful proponent will enter into a contract with the Town based on the Request for Proposal information package and the Proponent's Proposal.

9. Right to Accept or Reject Proposals

The Town, at its discretion, reserves the right to accept or reject any or all proposals or any part thereof. The Town also reserves the right to request clarification and/or additional information.

10. Incurred Costs

The Town will not be responsible to compensate any Party for any costs incurred in the preparation of their proposal. The Town reserves the right to reject any or all proposals.

11. Acceptance of Proposals

All received proposals will be open to acceptance for a period of 120 days after the closing date and time and may be accepted or rejected at any time within that period of time.

Request for Proposal
Town of Kingsville – Website Design and Support

Appendix "B" - Submission Form (Pricing & Sub Contractors)

I/We _____, the undersigned
hereby agree to provide for the Town of Kingsville the preceding product and
services for the quoted price under the terms, as set out in the request for
proposal.

Dated at _____

this _____ day of _____, 2017.

Name (Please print)

Signature

Sub-Total	
Total	

Company Name	
Address	
Contact	
Telephone	
Facsimile	

List of Sub Contractors

Name of Subcontractor	Division or Section of Work



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

Date: February 8, 2017
To: Mayor and Council
Author: Ken Vegh, CRS, Drainage Superintendent
RE: Section 65 (3) Report for Z.D.S Greenhouses
Report No.: MS 2017-10

AIM

To adopt the Engineer's report prepared by Baird AE Engineering dated October 25, 2016, for an adjustment for the Value of Benefit and Outlet Liability for an increase in flow volumes due to greenhouse development for the lands known as 115 County Road 18, Leamington Ontario.

BACKGROUND

Z.D.S Farms Ltd. has previously constructed greenhouses on lands with Roll No.660-01600 and is proposing to construct additional greenhouses on said lands. The existing development has increased flow volumes entering the McDonald Drain. The proposed development will again increase the flow volumes entering the drain. The current drainage report on file for the McDonald Drain is dated May 28, 1965, prepared by C.G.R. Armstrong, P.Eng. A Maintenance Schedule of Assessment dated February 4, 2008 was prepared by Nick Peralta, P.Eng.

DISCUSSION

Based on the increase of flows from the affected parcels owned by Z.D.S. Farms Ltd. the Engineer recommends the Value of Benefit, Value of Outlet and Total Assessment amounts be adjusted to reflect the increased total flow volume that will result from the proposed greenhouse development.

The Engineer has also determined that the increased flow volumes for the lands owned by Z.D.S. Farms Ltd., Roll No. 660-01600, due to the proposed greenhouse development, will not adversely affect the McDonald Drain if the release rate is followed as stated in the proposed storm water management report.

Based on the above information the Engineer has recommended that the Town of Kingsville assess 100% of the costs associated with the preparation of their report to lands owned by Z.D.S. Farms Ltd. Roll No. 660-01600

LINK TO STRATEGIC PLAN

Provide safe, adequate and affordable municipal services and infrastructure

FINANCIAL CONSIDERATIONS

The Engineer has determined the updated Values of Benefit and Outlet to be paid by lands owned by Z.D.S. Farms Ltd., Roll No. 660-01600.

Based on the above information the Engineer has recommended that the Town of Kingsville assess 100% of the costs associated with the preparation of their report to lands owned by Z.D.S. Farms Ltd. Roll No. 660-01600

CONSULTATIONS

I worked exclusively with Baird AE in the preparation of this report.

RECOMMENDATION

It is administrations recommendation that Council adopt the Engineer's Report prepared by Baird AE dated October 25, 2016 for a change in assessment to the lands owned by Z.D.S. Farms Ltd., Roll No. 660-01600 as well as the determination by the Engineer that the increased flow volumes will not negatively impact the Mcdonald Drain.

Ken Vegh

Ken Vegh, CRS
Drainage Superintendent

Shaun Martinho

Shaun Martinho, H B.Sc C.E.T.
Public Works Manager

G.A. Plancke

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

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA
Director of Financial Services
Acting C.A.O.



Section 65(3): Changes in Assessment for the McDonald Drain

Z.D.S. Farms
The Town of Kingsville

October 25, 2016

Project No. 16-006

October 25, 2016

The Town of Kingsville
2021 Division Road North
Kingsville, Ontario
N9Y 2Y2

Mayor Santos and Members of Council

Subject: McDonald Drain
Changes in Assessment - Z.D.S. Farms Greenhouse Expansion, Roll No. 660-01600
In the Municipality of Leamington
Our File Reference 16-006

1.0 Authorization

Pursuant to Section 65(3) of The Drainage Act, 1990 (the Act), Chapter D.17, as amended 2010, the Town of Kingsville appointed the firm of Baird AE to prepare a report for the Value of Benefit and Outlet Liability adjustments for an increase in flow volumes due to greenhouse development for the lands described below. The subject lands are located within the Municipality of Leamington, however, the receiving drain is located within the Town of Kingsville. Therefore, the Town of Kingsville has appointed the Engineer to prepare this Section 65(3) report.

Civil Address	Roll Number	Owner
115 County Road 18, Leamington	660-01600	Z.D.S. Farms Ltd.

This appointment considers “the nature or extent of the use of a drainage works by land assessed for the drainage works is subsequently altered” which is in accordance with Section 65(3) of the Act.

2.0 Purpose of the Report and Current Drainage Report

Z.D.S. Farms Ltd. has previously constructed greenhouses on lands with Roll No. 660-01600 and is proposing to construct additional greenhouses on said lands. The existing development has increased flow volumes entering the McDonald Drain. The proposed development will again increase the flow volumes entering the drain. The current drainage report on file for the McDonald Drain is dated May 28, 1965, prepared by C.G.R. Armstrong, P.Eng. A Maintenance Schedule of Assessment dated February 4, 2008 was prepared by Nick J. Peralta, P.Eng.

We find that the affected lands, located within Concession 4, South Part Lot 1, were previously assessed into the current report.

3.0 Existing Drainage Conditions

We have established the land area affected by this report and have prepared plans, Appendix A, illustrating the boundaries of the affected lands.

Under a stormwater management report dated December 17, 2001 prepared by Bruce D. Crozier, P.Eng, it was determined that the allowable release rate for the site was to be a maximum of 186.89 L/sec. The outlet from the pond was constructed using two 300 mm diameter corrugated steel pipes, both with 0.15 mm diameter orifice plates, which satisfies the outlet flow restrictions.

Through a review of the current drainage report, we have determined the area which is assessed into the McDonald Drain:

Roll No.	Hectares Owned	Hectares Affected
660-01600	3.642	3.642

4.0 Allowable Release Rates and Stormwater Management

Storm water management reports must be prepared for any proposed greenhouse development taking the allowable release rate into consideration. Each report shall be submitted to the Town for review and approval as well as to regulatory authorities prior to any work being undertaken.

The proposed storm water management plan will show that storm water management practices are to be utilized for the new and existing greenhouse development. This plan will also illustrate that no additional flow restrictions are required as the existing 300 mm diameter corrugated steel pipes, both with 0.15 mm diameter orifice plates, provide sufficient outlet restriction; therefore, these flows will have no adverse effect on the capacity of the McDonald Drain.

Calculations have been undertaken to determine the capacity of the McDonald Drain and whether this capacity is sufficient to accept the increased flow from the existing and proposed greenhouse developments. The calculated capacity of the McDonald Drain at the proposed outlet is 6,190.05 L/s.

According to our calculations, the maximum allowable release rate for the post development lands is 186.89 L/s. The flow generated by the upstream affected lands, as per the 2008 Peralta report, at the proposed outlet point is 353.80 L/s. By summing the proposed release rate and the current flow through the drain, we have determined that the total flow through the McDonald Drain at the proposed outlet point would be 540.69 L/s leaving the drain with a remaining capacity equalling 5,649.31 L/s.

Therefore, we have determined that the McDonald Drain has sufficient capacity to accept the increased flow volume from the existing and proposed 2.416 hectare greenhouse development (total lot area = 3.642 ha). Providing that the proposed stormwater management plan limits outflow from the existing and proposed developments to the existing flow rate from the existing stormwater management facility as described in the storm water management reports dated December 17, 2001 and March 7, 2016, we would recommend that the greenhouse development be allowed to proceed.

5.0 Assessment for Increased Flow Volumes

Should the Town be prepared to approve the increased flow volumes from the lands owned by Z.D.S. Farms Ltd., Roll No. 660-01600, into the McDonald Drain, the Town may appoint an Engineer to update the assessments with said work being charged entirely to the owners of the affected lands in accordance with Section 65. (3) of the Act.

The increased Value of Benefit and Outlet charges shall be based on the increased flow volumes from the already assessed portions.

6.0 Assessment Adjustments for Increased Total Flow Volumes

We would recommend that the affected parcels owned by Z.D.S. Farms Ltd. should have the Value of Benefit, Value of Outlet and Total Assessment amounts adjusted to reflect the increased total flow volume that has resulted from the proposed greenhouse development.

Based on the proposed areas of greenhouse construction and impermeable areas that are to be constructed, we would recommend that the following changes be made to the Maintenance Schedule of Assessment dated February 4, 2008 for the McDonald Drain:

Description	Original				Updated			
	Affected Area (ha)	Value of Benefit (\$)	Value of Outlet (\$)	Total Value (\$)	Affected Area (ha)	Updated Value of Benefit (\$)	Updated Value of Outlet (\$)	Updated Total Value (\$)
Z.D.S. Farms Ltd.	3.642	160	183	343	3.642	334	357	691
Total Assessment –Municipality of Leamington		234	298	532		408	472	880
Total Assessment		6,798	13,202	20,000		6,972	13,376	20,348

In accordance with Section 65. (3) of the Act, we would recommend that the values in the February 4, 2008 Schedule of Assessment be amended as shown above for the affected parcel.

We would further recommend that any future maintenance work be assessed on a pro-rata basis in accordance with the current Schedule of Assessment and the information presented above.

7.0 Summary and Recommendations

We have determined that the increased flow volumes for lands owned by Z.D.S. Farms Ltd., Roll No. 660-01600, due to the proposed greenhouse development, will not adversely affect the McDonald Drain if the release rate is limited to the 1:2 year pre-development runoff as will be stated in the proposed storm water management report.

The post-development assessment coefficient to be utilized for greenhouse developments shall be 1.5 times that of agricultural lands.

We have determined the updated Values of Benefit and Outlet to be paid by lands owned by Z.D.S. Farms Ltd., Roll No. 660-01600. These amended values represent the increase in flow volume from the proposed development site.

Based on the above information, we would recommend that the Town of Kingsville assess 100.0% of the costs associated with preparation of this report to lands owned by Z.D.S. Farms Ltd., Roll No. 660-01600.

All of which is respectfully submitted.

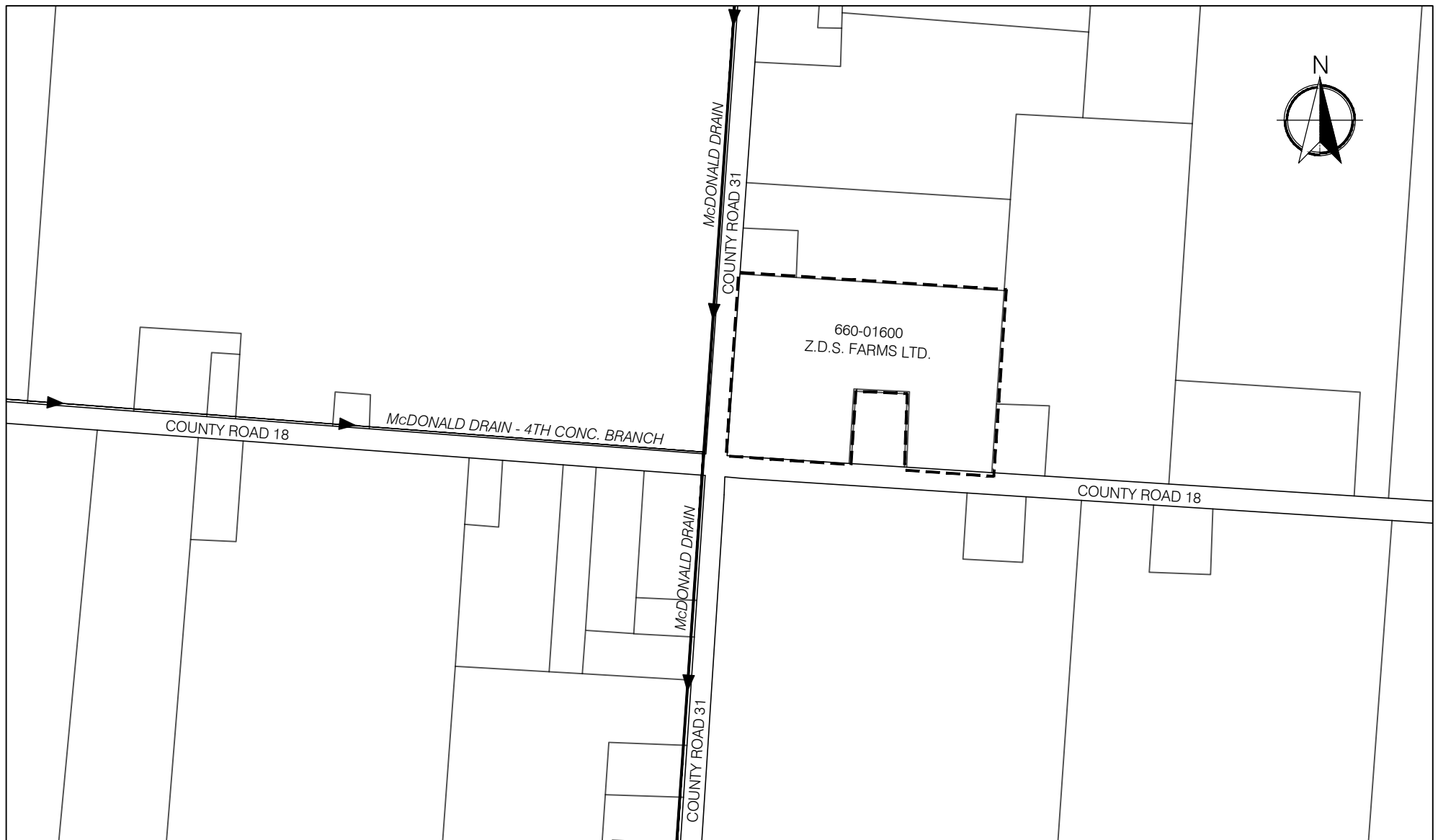
BAIRD AE
102-27 PRINCESS STREET
LEAMINGTON, ONTARIO
N8H 2X8



Halliday P. Pearson, P. Eng.



APPENDIX A



27 PRINCESS STREET, SUITE #102
LEAMINGTON, ONTARIO
N8H 2X8

1000 - 267 PELISSIER STREET,
WINDSOR, ONTARIO
N9A 4K4

PROJECT TITLE:

SECTION 65 - McDONALD DRAIN

115 COUNTY ROAD 18, LEAMINGTON ON

SHEET TITLE:

DRAINAGE PLAN

SCALE:

N.T.S.

DATE:

OCT. 25, 2016

SHEET No. :

1 OF 1

PROJECT No. :

16-006



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

Date: January 27, 2017
To: Mayor and Council
Author: G.A. Plancke / Director of Municipal Services
RE: M&M Farms Ltd Water Works Petition
Report No.: MS 2017 - 06

AIM

To advise council of the request of M&M Farms Ltd, and recommend next steps as appropriate as governed by the Town's Water Works Policy.

BACKGROUND

In early April 2016, Municipal Services was contacted by Mr. Mike Mastronardi of M&M Farms Ltd in order to facilitate next steps required in order to proceed with a planned 24 acre hydroponic tomato greenhouse development to be located on vacant farm land described as Con 3ED PT LOT 11 RP Road 4 East (CR18) immediately east of Sun-Brite Canning.

At that time an application for large water service was provided, and the proponent was advised to submit a site plan application to the Planning & Development department in support of the plans to develop.

- April 25, 2016 – Completed large water service application submitted. Subsequently forwarded to Stantec, and Union Water Supply System (UWSS) for review.
- May 20, 2016 – Final water delivery availability report received from Stantec.
- June 13, 2016 – Water production approval provided by UWSS.
- June 16, 2016 – Final water delivery report and water production approval provided to M&M Farms Ltd.
- January 23, 2017 – M&M Farms Ltd site plan package dated November 18, 2016 circulated for review.

In an email and subsequent phone discussion with Mr. Mike Mastronardi on January 23, 2017, it was explained that in order to facilitate water delivery to his new greenhouse site, a new water main was required. As noted in the May 20, 2016 Stantec report, "That M&M

Farms Ltd agrees that any initiative to convey water delivery capacity to the proposed greenhouse development using new watermain infrastructure along CR18 & CR 34 R.O.W. will require M&M Farms to prepare and refile a Petition for Water Works with the Town for Council consideration and authorizing the preparation of an updated Engineers report including recanvassing of all landowners along the CR18 service corridor and updating of preliminary plans, servicing & hydraulic consideration, cost estimates and assessment charges”.

Mr. Mastronardi subsequently contacted the Director of Corporate Services in order to facilitate the preparation of the Petition for Water Works as defined, which was circulated by the proponent to all seven (7) properties that could potentially benefit located along the corridor in order to garner interest in participation into the proposed water main extension. During further discussion with Mr. Mastronardi, he advised that no landowners along the CR18 corridor identified on the Petition for Waterworks were amenable to signing the petition and as such leaving M&M Farms Ltd the sole signature on the petition.

As per the conditions listed in the current Water Works Policy a majority of properties listed on the petition (greater than 50%) must be present in order to submit the petition for Council approval.

January 27, 2017 – in discussion with Mr. Mastronardi, his project relies on the availability of municipal water and as such has expressed interest in assuming 100% of the required cost for the engineer’s report, preparation of construction plans, tendering and construction of the water works to facilitate water delivery to his planned greenhouse development.

DISCUSSION

As per the current Water Works Policy: “Council may authorize the engineer to proceed with the preparation of the construction plans and tendering of the water works after the engineers report and the approval of the owners of a majority of properties.

As there is only one petitioner, a separate agreement in conjunction with the Petition for Waterworks could be drafted wherein: “should the sole petitioner not proceed to construction and or proceed to construction, any and all costs accumulated to date or project completion shall be apportioned to the sole petitioner at 100%.

LINK TO STRATEGIC PLAN

Provide safe, adequate and affordable municipal services and infrastructure.

Be recognized as a business friendly community and desirable destination for the relocation of new businesses and retention of existing business.

FINANCIAL CONSIDERATIONS

To be determined through an engineer's report. All costs associated with the Petition for Waterworks to be apportioned to the sole petitioner at 100%.

CONSULTATIONS

Stantec Consulting - Tony Berardi, P.Eng
Director of Corporate Services

RECOMMENDATION

That Council authorizes the Director of Municipal Services to appoint Stantec Consulting as the engineer on this project and to proceed with the preparation of the construction plans, tendering, and oversee construction of the water works after the engineers report is presented to Council.

That Council approve the draft agreement and accept the signed Petition for Waterworks for the provision of water services to the lands identified as vacant farmland described as Con 3ED PT LOT 11 RP 12R8331 Part 2 located adjacent to Road 4 East (CR18), roll Number 340-08200, as requested by Mr. Mike Mastronardi of M&M Farms Ltd, and authorize Administration to prepare the necessary by-law for passage at the next regular meeting.

G.A. Plancke

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

Peggy Van Mierlo-West

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

THIS AGREEMENT made this day of , 2017 between:

M&M FARMS LTD.
(hereinafter referred to as “M&M”)

- and –

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

WHEREAS M&M is the registered owner of the property legally described as Con 3 Ed Pt Lot 11 RP 12R8331 Part 2; and municipally described as 1755 Road 4 East, Kingsville, Ontario;

AND WHEREAS there is a planned twenty-four (24) acre hydroponic tomato greenhouse development underway on the M&M Property, which is currently un-serviced;

AND WHEREAS M&M has requested approval from the Town to use municipal water to service the greenhouse development;

AND WHEREAS M&M was unsuccessful in obtaining signatures from a majority of the property owners in accordance with the Town’s Water Works Policy for the construction of water works;

AND WHEREAS M&M wishes to proceed with the construction of water works to facilitate the delivery of municipal water to the M&M Property, which cost shall be borne entirely by M&M;

NOW THEREFORE in consideration of the undertakings and agreement hereinafter expressed and upon the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. In this Agreement the following words shall have the following meaning:
 - a. “M&M Property” means the property legally described as Con 3 Ed Pt Lot 11 RP 12R8331 Part 2; and municipally described as 1755 Road 4 East, Kingsville, Ontario;

- b. "Petition" means the Petition for Water Works, in accordance with the Policy, as executed by M&M, which forms part of this Agreement and is attached as Schedule "A";
 - c. "Policy" means the Town's Water Works Policy which outlines the procedure for the construction of water works, attached hereto as Schedule "B";
 - d. "Private Connections" means the private water service connections that must be installed by the property owner, subject to all necessary permits being obtained by the Town, for water delivery from Town owned infrastructure to the M&M Property;
 - e. "Town" means The Corporation of the Town of Kingsville;
 - f. "Water Works Area" means the area defined in the Petition;
 - g. "Water Works Project" means the development and construction of new watermain infrastructure to deliver municipal water to the M&M Property for the planned greenhouse development in accordance with the Policy;
- 2. The parties understand and agree that the Water Works Project shall proceed in accordance with the Policy with the following exceptions:
 - a. M&M shall be the sole petitioner, and there shall be no requirement to obtain any other signatures on the Petition (attached as Schedule "A"); and
 - b. Subject to provision 3, M&M shall be responsible for the entire cost of the Water Works Project, including all appurtenances, incidentals and engineering.
 - 3. The parties agree that should the Town wish to include any additions or enhancements to the Water Works Project, which additions or enhancements go beyond the scope of the Water Works Project, the cost of those additions or enhancements shall be borne by the Town.
 - 4. The parties acknowledge and agree that ownership of the water works infrastructure constructed in accordance with this Agreement, the Petition and the Policy rests solely with the Town. For clarity, ownership by the Town does not extend to the Private Connections that are required to be installed in accordance with the Policy.
 - 5. M&M agrees that upon Council's acceptance of the petition an engineer will be appointed by the Town, which engineer shall prepare a report for the Water Works Project. The parties further agree that the engineer's

report is subject to the approval of M&M and acceptance by the Council of the Town, in accordance with the Policy.

6. This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto and every assignee or successor shall be bound by all obligations of the parties hereunder.
7. This Agreement and all attached schedules constitute the entire Agreement between the parties to this Agreement pertaining to the subject-matter hereof and supersede all prior and contemporaneous Agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other Agreements between the parties in connection with the subject-matter of this Agreement except as specifically set forth herein.
8. Except as provided in this Agreement, no amendment of this Agreement shall be binding unless signed by the party to be bound.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF the parties have duly executed this Agreement with effect from the day first written above.

SIGNED, SEALED & DELIVERED
In the presence of

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

M&M FARMS LTD.

NAME
Title

NAME
Title

I/We have the authority to bind the Corporation

Schedule “A”

Schedule “B”

TOWN OF KINGSVILLE

PETITION FOR WATERWORKS

To: The Mayor and Municipal Council
Town of Kingsville

WE HEREBY PETITION that Council of the Town of Kingsville authorize the preparation of an engineer's report for the installation of water works for the area described below:

Part of Lots 10 AND 11 Concession 3, and Part of Lots 21-23 Concession 11, in the former Township of Gosfield South, and being on the north and south sides of County Road 18, a distance of approximately 350 meters.

The undersigned owners of land within the above-mentioned area petition that:

- a) the area be defined as a waterworks area with the installation of water mains, service connections as required;
- b) the private water service connections be installed by property owners subject to all necessary permits obtained from the Town prior to installation; and
- c) an Engineer's Report be prepared to determine the feasibility and cost to the property owners within the above mentioned area.

The undersigned owners agree that should the Engineer's Report not be accepted by the persons signing this document, that any and all costs accumulated will be apportioned equally between those persons that have signed this document.

It is understood that should the Engineer's Report not be accepted by the persons signing this document, that any and all costs accumulated will be apportioned equally between those persons that have signed this Request for Waterworks.

NAME/ADDRESS OF PETITIONER	SIGNATURE	CONC., LOT OR PLAN NO.	ROLL NUMBER
<i>Jacob</i> [REDACTED] Abe Klassen Polina Klassen 8963 Road 8 Cottam, ON N0R 1B0	NO	CON 3 ED PT LOT 10 RP 12R9411 PART 1 RP 12R336 PART 4	340-07600
[REDACTED] Neumann Communications Ltd 363 Eugenie St. E Windsor, ON N8X 2Y2 [REDACTED]	NO I/We have the authority to bind the Corporation	CON 3 ED PT LOT 10	340-07900
Laslo A Lakatos Krisztina G Szabo 1749 Road 4 E Kingsville, ON N9Y 2E5	NO	CON 3 ED PT LOT 10	340-08000
<i>Lo</i> [REDACTED] Sun-Brite Foods Inc. PO Box 70 Ruthven, ON N0P 2G0 [REDACTED]	NO I/We have the authority to bind the Corporation	GOSFIELD SOUTH CON 3 ED PT LOT 10 RP 12R24285 PARTS 4 TO 6	340-07400
M&M Farms Ltd 331 Talbot St. W Leamington, ON N8H 4H3	<i>Michael Macdonald</i> I/We have the authority to bind the Corporation	CON 3 ED PT LOT 11 RP 12R8331 PART 2	340-08200

It is understood that should the Engineer's Report not be accepted by the persons signing this document, that any and all costs accumulated will be apportioned equally between those persons that have signed this Request for Waterworks.

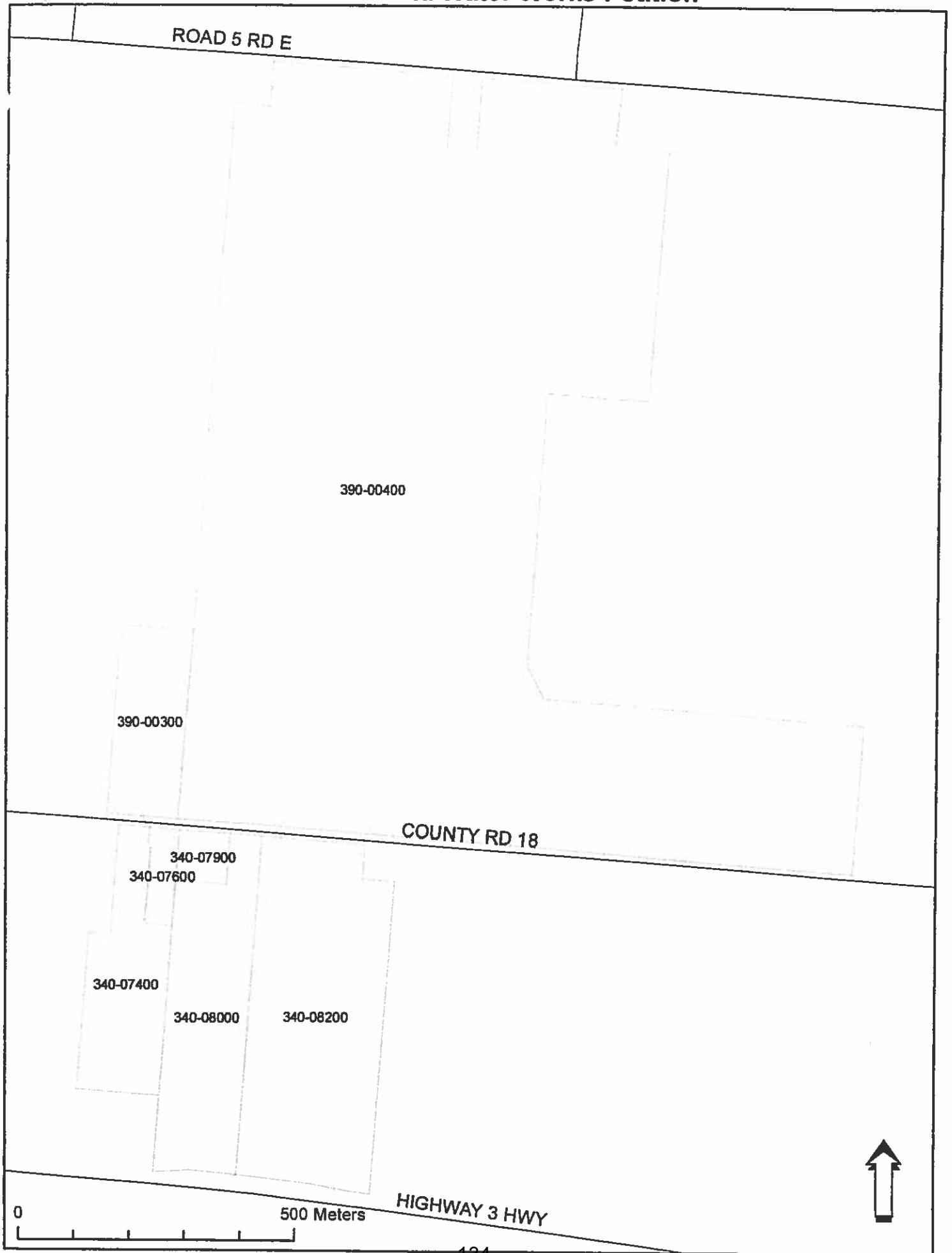
Eugenio Abbruzzese Nancy Abbruzzese 1744 Road 4 E, RR2 Kingsville, ON N9Y 2E5	NO	CON 4 ED PT LOT 21	390-00300
doug George Whaley & Sons Limited 1903 Road 5 E Ruthven, ON N0P 2G0	NO I/We have the authority to bind the Corporation	GOSFIELD SOUTH CON 4 PT LOTS 22 AND 23 AND RP 12R7799 PART 1 RP 12R8536 PART 1 RP 12R23896 PART 2	390-00400

Filed this 23 day of February 2017.


Authorized Employee, Town of Kingsville

It is understood that should the Engineer's Report not be accepted by the persons signing this document, that any and all costs accumulated will be apportioned equally between those persons that have signed this Request for Waterworks.

M&M Farms Ltd Water Works Petition





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

Date: February 9, 2017
To: Mayor and Council
Author: G.A. Plancke / Director of Municipal Services
RE: Road 11 East Water Works Petition
Report No.: MS 2017- 07

AIM

To advise Council of the request of residents of Road 11 East, and recommend next steps as appropriate as governed by the Town's Water Works Policy.

BACKGROUND

A request to commence the Water Works Petition process from a property owner residing on Road 11 East was received in January. In response, a petition was prepared by Corporate Services in conformance to the Towns Water Works Policy and circulated by the requesting resident accordingly to properties listed as:

Parts of Lots 6-12 Concession 10, and Parts of Lots 6-12 Concession 11, in the former Township of Gosfield North, and being on the north and south sides of Road 11, a distance of approximately 3500 metres. A total of 28 properties are included.

Included in the petition documentation were the provisions listed below:

That the undersigned owners of land within the above-mentioned area petition that:

- a) the area be defined as a waterworks area with the installation of water mains, service connections as required;
- b) the private water service connections be installed by property owners subject to all necessary permits obtained from the Town prior to installation; and
- c) an Engineer's Report be prepared to determine the feasibility and cost to the property owners within the above mentioned area.

Further that: The attached owners agree that should the Engineer's Report not be accepted by the persons signing the petition, that any and all costs accumulated will be apportioned equally between those persons that have signed the document.

Received by the Clerk on February 06, 2017 was the circulated petition. There were a few discrepancies that required further clarification from the petitioners, however listed within

the returned petition were 15 signatures representing 15 potential benefitting properties representing an overall participation of 53.6%

As per the conditions listed in the current Water Works Policy, a majority of properties listed on the petition (Greater than 50%) must be present in order to submit the petition for Council approval to the next step.

DISCUSSION

As per the current Water Works Policy: Council may authorize the engineer to proceed with the preparation of the construction plans and tendering of the water works after the engineers report has been completed, and subsequent approval of the petitioners representing a majority of the properties have reviewed and agreed to the estimated project costs.

Engineering services in anticipation of this work have not been secured at this time. A request for quotation for engineering services as determined by the scope of work will be initiated once Council deliberates the validity of the petition.

LINK TO STRATEGIC PLAN

Provide safe, adequate and affordable municipal services and infrastructure.

FINANCIAL CONSIDERATIONS

To be determined through an engineer's report. All costs associated with the Petition for Waterworks to be apportioned to the signature petitioners.

Subject to Council approval, should the petition proceed to construction, costs for the project will be invoiced to all benefitting properties by a method apportioned as determined by the engineer and endorsed by Council.

CONSULTATIONS

Director of Corporate Services
Municipal Services

RECOMMENDATION

That Council authorizes Municipal Services to retain an engineer through the Request for Quotation (RFQ) process and that the selected engineering firm prepare a report representing associated costs for the development of construction plans, tendering, and construction of the listed waterworks project for endorsement or denial of the petitioners and that a subsequent report to Council defining the project status and parameters is prepared and presented at a future regular meeting of Council.

G.A. Plancke

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

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA
Director of Financial Services/Acting C.A.O.

TOWN OF KINGSVILLE

PETITION FOR WATERWORKS

To: The Mayor and Municipal Council
Town of Kingsville

WE HEREBY PETITION that Council of the Town of Kingsville authorize the preparation of an engineer's report for the installation of water works for the area described below:

Parts of Lots 6-12 Concession 10, and Parts of Lots 6-12 Concession 11, in the former Township of Gosfield North, and being on the north and south sides of Road 11, a distance of approximately 3500 metres.

The undersigned owners of land within the above-mentioned area petition that:

- a) the area be defined as a waterworks area with the installation of water mains, service connections as required;
- b) the private water service connections be installed by property owners subject to all necessary permits obtained from the Town prior to installation; and
- c) an Engineer's Report be prepared to determine the feasibility and cost to the property owners within the above mentioned area.


The attached owners agree that should the Engineer's Report not be accepted by the persons signing this document, that any and all costs accumulated will be apportioned equally between those persons that have signed this document.

It is understood that should the Engineer's Report not be accepted by the persons signing this document, that any and all costs accumulated will be apportioned equally between those persons that have signed this Request for Waterworks.

Water Petition - Road 11 from County Road 27 to North Talbot Road

NAME OF PETITIONER	ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
ELFORD JAMES MILTON	119 CAMERON SDRD E		CON 10 PT LOTS 8 & 9	640-01200
KERR MARY	81 ROAD 11	<i>Mary Kerr</i>	CON 11 PT LOT 9 RP 12R12104	670-00595
SAWCHUK KIMBERLEY LOUISE	79 ROAD 11	<i>Kim & Bill Sawchuk</i>	CON 11 PT LOT 9	670-00600
DAMM MICHAEL STEVEN	69 ROAD 11	<i>Michael Damm</i> (See attached)	CON 11 PT LOT 8 RP 12R6676	670-00700
VRIESACKER DOROTHY	ROAD 11	<i>Dorothy Vriesacker</i>	CON 11 PT LOT 8	670-00710
LYKOFF PHILIP EDWARD	43 ROAD 11	<i>Philip Lykoff</i>	CON 11 PT LOT 7	670-00800
VRIESACKER ROBERT	ROAD 11		CON 11 PART OF LOT 7 RP 12R6492 PARTS LOTS 1 AND 2	670-00900
RIVAIT VICTOR	ROAD 11		GOSFIELD NORTH CON 11 PT LOT 7 PT BLIND RD RP 12R8994 PT PART 2	670-01750
RIVAIT RICHARD	11 ROAD 11	<i>See attached</i>	GOSFIELD NORTH CON 11 PT LOT 7 PT RD ALLOW RP 12R25934 PART 2	670-01752


Water Petition - Road 11 from County Road 27 to North Talbot Road

NAME OF PETITIONER		ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
ELFORD JAMES MILTON	ELFORD CAROL RITA	119 CAMERON SDRD E		CON 10 PT LOTS 8 & 9	640-01200
KERR MARY		81 ROAD 11		CON 11 PT LOT 9 RP 12R12104	670-00595
SAWCHUCK KIMBERLEY LOUISE	SAWCHUK WILLIAM JOHN	79 ROAD 11		CON 11 PT LOT 9	670-00600
DAMM MICHAEL STEVEN	MESSIER STEPHANIE	69 ROAD 11		CON 11 PT LOT 8 RP 12R6676	670-00700
VRIESACKER DOROTHY	VRIESACKER ROBERT	ROAD 11		CON 11 PT LOT 8	670-00710
LYKOFF PHILIP EDWARD	LYKOFF GAIL KATHRYN	43 ROAD 11		CON 11 PT LOT 7	670-00800
VRIESACKER ROBERT	VRIESACKER JERRY	ROAD 11		CON 11 PART OF LOT 7 RP 12R6492 PARTS LOTS 1 AND 2	670-00900
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	ROAD 11		GOSFIELD NORTH CON 11 PT LOT 7 PT BLIND RD RP 12R8994 PT PART 2	670-01750
RIVAIT RICHARD	RIVAIT SHEILA	11 ROAD 11		GOSFIELD NORTH CON 11 PT LOT 7 PT RD ALLOW RP 12R25934 PART 2	670-01752

Water Petition - Road 11 from County Road 27 to North Talbot Road

NAME OF PETITIONER		ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
ELFORD JAMES MILTON	ELFORD CAROL RITA	119 CAMERON SDRD E		CON 10 PT LOTS 8 & 9	640-01200
KERR MARY		81 ROAD 11		CON 11 PT LOT 9 RP 12R12104	670-00595
SAWCHUCK KIMBERLEY LOUISE	SAWCHUK WILLIAM JOHN	79 ROAD 11		CON 11 PT LOT 9	670-00600
DAMM MICHAEL STEVEN	MESSIER STEPHANIE	69 ROAD 11		CON 11 PT LOT 8 RP 12R6676	670-00700
VRIESACKER DOROTHY	VRIESACKER ROBERT	ROAD 11		CON 11 PT LOT 8	670-00710
LYKOFF PHILIP EDWARD	LYKOFF GAIL KATHRYN	43 ROAD 11		CON 11 PT LOT 7	670-00800
VRIESACKER ROBERT	VRIESACKER JERRY	ROAD 11		CON 11 PART OF LOT 7 RP 12R6492 PARTS LOTS 1 AND 2	670-00900
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	ROAD 11		GOSFIELD NORTH CON 11 PT LOT 7 PT BLIND RD RP 12R8994 PT PART 2	670-01750
RIVAIT RICHARD	RIVAIT SHEILA	11 ROAD 11	<i>Rich Rivaletto</i>	GOSFIELD NORTH CON 11 PT LOT 7 PT RD ALLOW RP 12R25934 PART 2	670-01752

Water Petition - Road 11 from County Road 27 to North Tailbot Road

NAME OF PETITIONER		ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
ELFORD JAMES MILTON	ELFORD CAROL RITA	119 CAMERON SDRD E		CON 10 PT LOTS 8 & 9	64D-01700
KERR MARY		81 ROAD 11		CON 11 PT LOT 9 RP 12R12104	67D-00595
SAWCHUCK KIMBERLEY LOUISE	SAWCHUCK WILLIAM JOHN	79 ROAD 11		CON 11 PT LOT 9	67D-00600
DAMM MICHAEL STEVEN	MESSIER STEPHANIE	69 ROAD 11		CON 11 PT LOT 8 RP 12R6676	67D-00700
VRIESACKER DOROTHY	VRIESACKER ROBERT	ROAD 11		CON 11 PT LOT 8	67D-00710
LYKOFF PHILIP EDWARD	LYKOFF GAIL KATHRYN	43 ROAD 11		CON 11 PT LOT 7	67D-00800
VRIESACKER ROBERT	VRIESACKER JERRY	ROAD 11		CON 11 PART OF LOT 7 RP 12R6492 PARTS LOTS 1 AND 2	67D-00900
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	ROAD 11		GOSFIELD NORTH CON 11 PT LOT 7 PT BLIND RD RP 12R8994 PT PART 2	67D-01750
RIVAIT RICHARD	RIVAIT SHEILA	11 ROAD 11		GOSFIELD NORTH CON 11 PT LOT 7 PT RD ALLOW RP 12R25934 PART 2	67D-01752

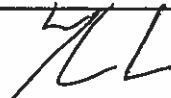
January 15, 2017

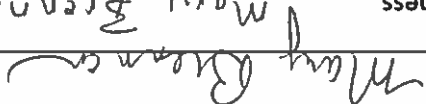
To: The Mayor and Municipal Council
Town of Kingsville

Re: Petition for Waterworks – Road 11

I, Todd Jeffrey Donald Kerr, owner of the property located at 130 Road 11, Concession 10, Part Lot 10, (Roll Number 37-11-640-000-01500-0000) in the former Township of Gosfield North wish to be included in the Petition for Waterworks – Road 11 and agree to the terms set out in the Petition.

I will be out of the Province for the balance of the month of January, February and March and unable to sign the actual petition being submitted. I ask that you accept this letter as my acknowledgement and consent to be included in the Petition and to proceed to the Engineer's Report.


Todd Jeffrey Donald Kerr



Mary Brennan
(Print name)

NAME OF PETITIONER	ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
BIRCH DONALD WILMOT	ROAD 11	<i>Beaufort POA.</i>	CON 10 PT LOT 9 RP 12R13249 PART 1	640-01300
WINTERMUTE JOHN NEAL	94 ROAD 11	<i>J. Wintermute (See attached)</i>	CON 10 PT LOT 9	640-01400
BIRCH DONALD WILMOT	ROAD 11	<i>Beaufort POA.</i>	CON 10 PT LOT 9	640-01420
BRENNAN ROBERT ALLEN	116 ROAD 11	<i>Robert Brennan</i>	CON 10 PT LOT 9 RP 12R10012 PART 1	640-01450
KERR TODD JEFFREY DONALD	130 ROAD 11	<i>Mary Brennan (See attached)</i>	CON 10 PT LOT 10	640-01500
TRIMBLE BARBARA ANN	ROAD 11	<i>Doug Trimble</i>	CON 10 PT LOT 10	640-01600
TRIMBLE DOUGLAS STEPHEN	ROAD 11	<i>Doug Trimble</i>	CON 10 PT LOT 10	640-01700
HOLMAN CRAIG WILLIAM	166 ROAD 11	<i>Regina Holman Craig Holman</i>	CON 10 PT LOT 11	640-01800
TRIMBLE MARGARET PATRICIA	345 ROAD 11	<i>Margaret Trimble Donna David Trimble</i>	CON 10 PT LOT 11	640-01900
TRIMBLE WILLIAM DAVID	190 ROAD 11	<i>Margaret Trimble William David Trimble</i>	CON 10 PT LOT 11	640-02000
CAMPBELL JEAN MARIE	193 ROAD 11		CON 11 PT LOTS 11 & 12	670-00100
CAMPBELL MARY ANN	189 ROAD 11		CON 11 PT LOT 11 RP 12R11737 PART 1	670-00110
RIVAIT VICTOR	169 ROAD 11		CON 11 PT LOTS 10 AND 11 RP 12R5951 PT PART 1	670-00200

Water Petition - Road 11 from County Road 27 to North Talbot Road

NAME OF PETITIONER		ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	N/S ROAD 11		CON 11 PT LOT 10 RP 12R5951 PART 1	670-00300
DESCHENES FRANCOIS		169 ROAD 11 E	F. D	CON 11 PT LOT 11 RP 12R19958 PART 1	670-00250
BUTTERS WILLIAM DOUGLAS		135 CONC 11 E		CON 11 PT LOT 10 RP 12R19959 PARTS 1 AND 2	670-00350
DELISLE KENNETH RICHARD	DELISLE STEPHANIE ANN	133 ROAD 11 E		CON 11 PT LOT 10 RP 12R5951 PART 2	670-00400
BIRCH DONALD WILMOT		ROAD 11	Bueller P.O.A	CON 11 PT LOTS 9 & 10	670-00500
BIRCH DONALD WILMOT		CAMERON SDRD	Bueller P.O.A	CON 11 PT LOT 9 RP 12R11733 PART 1	670-00550

We, being the owner(s), also acknowledge that all costs associated with the preparation of an Engineering Report shall be paid by the Petitioners, as listed in the petition, in equal proportions.

Filed this day of 2017.

Water Petition - Road 11 from County Road 27 to North Talbot Road

NAME OF PETITIONER		ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
BIRCH DONALD WILMOT		ROAD 11		CON 10 PT LOT 9 RP 12R13249 PART 1	640-01300
WINTERMUTE JOHN NEAL	WINTERMUTE LINDA DIANNE	94 ROAD 11	<i>J. Neal Wintermute</i> <i>Linda Wintermute</i>	CON 10 PT LOT 9	640-01400
BIRCH DONALD WILMOT		ROAD 11		CON 10 PT LOT 9	640-01420
BRENNAN ROBERT ALLEN	BRENNAN MARY SUSAN	116 ROAD 11		CON 10 PT LOT 9 RP 12R10012 PART 1	640-01450
KERR TODD JEFFREY DONALD		130 ROAD 11		CON 10 PT LOT 10	640-01500
TRIMBLE BARBARA ANN		ROAD 11		CON 10 PT LOT 10	640-01600
TRIMBLE DOUGLAS STEPHEN	TRIMBLE BARBARA ANN	ROAD 11		CON 10 PT LOT 10	640-01700
HOLMAN CRAIG WILLIAM	HOLMAN MARIE ILENE	166 ROAD 11		CON 10 PT LOT 11	640-01800
TRIMBLE MARGARET PATRICIA		345 ROAD 11		CON 10 PT LOT 11	640-01900
TRIMBLE WILLIAM DAVID	TRIMBLE MARGARET PATRICIA	190 ROAD 11		CON 10 PT LOT 11	640-02000
CAMPBELL JEAN MARIE	CAMPBELL MARY ANN	193 ROAD 11		CON 11 PT LOTS 11 & 12	670-00100
CAMPBELL MARY ANN		189 ROAD 11		CON 11 PT LOT 11 RP 12R11737 PART 1	670-00110
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	169 ROAD 11		CON 11 PT LOTS 10 AND 11 RP 12R5951 PT PART 1	670-00200

Water Petition - Road 11 from County Road 27 to North Talbot Road

NAME OF PETITIONER		ADDRESS	SIGNATURE	CONC. LOT OR PLAN NO.	ROLL NUMBER
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	N/S ROAD 11		CON 11 PT LOT 10 RP 12R5951 PART 1	670-00300
DESCHENES FRANCOIS		169 ROAD 11 E		CON 11 PT LOT 11 RP 12R19958 PART 1	670-00250
BUTTERS WILLIAM DOUGLAS		135 CONC 11 E		CON 11 PT LOT 10 RP 12R19959 PARTS 1 AND 2	670-00350
DELISLE KENNETH RICHARD	DELISLE STEPHANIE ANN	133 ROAD 11 E		CON 11 PT LOT 10 RP 12R5951 PART 2	670-00400
BIRCH DONALD WILMOT		ROAD 11		CON 11 PT LOTS 9 & 10	670-00500
BIRCH DONALD WILMOT		CAMERON SDRD		CON 11 PT LOT 9 RP 12R11733 PART 1	670-00550

We, being the owner(s), also acknowledge that all costs associated with the preparation of an Engineering Report shall be paid by the Petitioners, as listed in the petition, in equal proportions.

Filed this 17 day of February 2017.

[Signature]
 Authorized Employee, Town of Kingsville - Director of Corporate Services / Clerk



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

Date: February 8, 2017

To: Mayor and Council

Author: Sandra Zwiers, Director of Financial Services
Diane Broda, Payroll & Billing Supervisor

RE: Statement of Remuneration & Expenses 2016

Report No.: FS-2017-005

AIM

Provide a 2016 Statement of Remuneration for Council and committee members.

BACKGROUND

In accordance with the Municipal Act, 2001 c.25, s.284(1) and By-Law 29-2015 which authorizes remuneration and expenses to be paid;

The treasurer of a municipality shall in each year on or before March 31st provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to:

- a) Each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
- b) Each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- c) Each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

DISCUSSION

The remuneration shown on the attached schedules reflect the monies paid to each member during 2016 inclusive of conferences and seminars.

LINK TO STRATEGIC PLAN

To encourage leadership and management that will provide the direction to achieve our goals and maximize the effectiveness of our strategies.

FINANCIAL CONSIDERATIONS

Total remuneration to council and committee members was within budget estimates.

CONSULTATIONS

None.

RECOMMENDATION

That Council receives the Statement of Remuneration & Expenses Report for 2016.

Diane Broda

Diane Broda
Payroll & Billing Supervisor

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA
Director of Financial Services

Peggy Van Mierlo-West

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

2016 Council Remuneration Report

	Council Honarium	Committee Honarium	Event or Conference	Total
Coghill, S	\$ 16,480.56	\$ 1,900.00	\$ 1,504.67	\$ 19,885.23
Gaffan, T	\$ 16,480.56	\$ 7,508.68	\$ 529.67	\$ 24,518.91
McIntyre, S	\$ 16,480.56	\$ 1,000.00	\$ 3,571.43	\$ 21,051.99
Neufeld, T	\$ 16,480.56	\$ 6,302.92	\$ 3,231.96	\$ 26,015.44
Patterson, L	\$ 16,480.56	\$ 5,402.92	\$ 3,677.24	\$ 25,560.72
Queen, G	\$ 20,283.84	\$ 6,094.24	\$ 2,548.26	\$ 28,926.34
Santos, N	\$ 29,946.60	\$ 10,502.92	\$ 2,949.28	\$ 43,398.80
	\$ 132,633.24	\$ 38,711.68	\$ 18,012.51	\$ 189,357.43

2016 Committee Remuneration Report

	Committee Honorarium	Event or Conference	Total
Allen-Santos, S	\$ 600.00	\$ -	\$ 600.00
Bain, G	\$ 2,094.24	\$ 419.74	\$ 2,513.98
Bain, P	\$ 1,700.00	\$ -	\$ 1,700.00
Barraco, J	\$ 600.00	\$ 50.76	\$ 650.76
Baruth, M	\$ 400.00	\$ -	\$ 400.00
Bradley, T	\$ 500.00	\$ -	\$ 500.00
Brown, T	\$ 800.00	\$ -	\$ 800.00
Burrell, P	\$ 800.00	\$ -	\$ 800.00
Cacciavillani, E	\$ 1,100.00	\$ -	\$ 1,100.00
Chauvin, M	\$ 600.00	\$ -	\$ 600.00
Denotter, H	\$ 200.00	\$ -	\$ 200.00
DeYong, K	\$ 1,200.00	\$ -	\$ 1,200.00
Doey, D	\$ 800.00	\$ -	\$ 800.00
Dunnion, A	\$ 1,000.00	\$ -	\$ 1,000.00
Gaffan, J	\$ 2,994.24	\$ -	\$ 2,994.24
Girardin, S	\$ 800.00	\$ -	\$ 800.00
Gosselin, C	\$ 1,700.00	\$ -	\$ 1,700.00
Hickmott, N	\$ 600.00	\$ -	\$ 600.00
Horrocks, R	\$ 2,094.24	\$ -	\$ 2,094.24
Hughes, S	\$ 700.00	\$ -	\$ 700.00
Hunt, D	\$ 900.00	\$ 201.82	\$ 1,101.82
I'Anson, S	\$ 900.00	\$ -	\$ 900.00
Laing, P	\$ 1,047.12	\$ -	\$ 1,047.12
Laman, D	\$ 600.00	\$ -	\$ 600.00
Laman, M	\$ 1,600.00	\$ -	\$ 1,600.00
Lamarche, A	\$ 1,000.00	\$ 621.76	\$ 1,621.76
Lauzon, M	\$ 800.00	\$ -	\$ 800.00
Lewis, C	\$ 100.00	\$ -	\$ 100.00
Lewis, K	\$ 500.00	\$ -	\$ 500.00
Lucier, L	\$ 400.00	\$ -	\$ 400.00
Luffman, M	\$ 1,200.00	\$ -	\$ 1,200.00
Mastronardi, T	\$ 400.00	\$ -	\$ 400.00
McLeod, M	\$ 400.00	\$ -	\$ 400.00
Miljan, L	\$ 1,200.00	\$ 369.34	\$ 1,569.34
Olson, S	\$ 400.00	\$ -	\$ 400.00
Peterson, B	\$ 600.00	\$ -	\$ 600.00
Quick, D	\$ 600.00	\$ -	\$ 600.00
Reive, M	\$ 600.00	\$ -	\$ 600.00
Riddiford, B	\$ 900.00	\$ -	\$ 900.00
Stevenson, J	\$ 200.00	\$ -	\$ 200.00
Stranak, M	\$ 700.00	\$ -	\$ 700.00
Tremaine-Snip, M	\$ 800.00	\$ -	\$ 800.00
Truax, D	\$ 900.00	\$ -	\$ 900.00
Uprichard, M	\$ 500.00	\$ -	\$ 500.00
Vilardi, A	\$ 2,094.24	\$ -	\$ 2,094.24
Wallace-Gero, N	\$ 2,094.24	\$ 397.44	\$ 2,491.68
Welker, R	\$ 200.00	\$ -	\$ 200.00
Willemsma, G	\$ 100.00	\$ -	\$ 100.00
Williams, D	\$ 800.00	\$ -	\$ 800.00
Wingerden, C	\$ 200.00	\$ -	\$ 200.00
Witt, B	\$ 500.00	\$ -	\$ 500.00
	\$ 44,518.32	\$ 2,060.86	\$ 46,579.18



Union Water Supply System

P.O. Box 340, 1615 Union Avenue, Ruthven, Ontario, N0P 2G0

Tele: 519-326-1668 Fax: 519-326-3490

Email: rbouchard@unionwater.ca

www.unionwater.ca

SENT BY: EMAIL

February 07, 2017

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

Attention: Ms. Peggy Van Mierlo-West, Chief Administrative Officer

Dear Madam,

RE: Annual Report Requirement Section 11, Reg. 170/03 and Summary Report Requirement Schedule 22, Reg. 170/03

Attached are the following items for the Kingsville Water Distribution System supplied by the UWSS:

1. Annual Report (Section 11, Reg. 170/03)
2. Summary Report (Schedule 22, Reg. 170/03).

Annual Report

The Annual Report must be prepared before February 28, 2017 which requirement is now satisfied. It must also be provided to all members of Council, given at no charge to the public on request and posted on the municipal website.

Summary Report

The Summary Report must be provided to all members of Council before March 31, 2017. Although the Report gives information for all parts of the UWSS, the information that refers to the Kingsville Water Distribution System satisfies the requirements of Schedule 22, Reg. 170/03.

Please call me if you have any questions or comments.

Yours truly,

Rodney Bouchard, P. Geo., Manager
Union Water Supply System Joint Board of Management

Kmj

CC: Andrew Plancke, Kevin Girard

Filename: c:\users\kjohnson\documents\annual-summary\2016\02-07-17 ltr to cao kingsville - annual - summary (2016).docx



Ontario Clean Water Agency
Agence Ontarienne Des Eaux



Annual Performance Report

Kingsville Distribution System

Drinking Water System # 220003403

2016

Prepared for the Corporation of the Town of Kingsville

By the Ontario Clean Water Agency

Ken Penney

Process & Compliance Technician

kpenney@ocwa.com

519-326-4447

OPTIONAL ANNUAL REPORT TEMPLATE

Drinking-Water System Number:	220003403
Drinking-Water System Name:	Kingsville Distribution System (Union WSS)
Drinking-Water System Owner:	The Corporation of The Town of Kingsville
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	01-January-2016 to 31-December 2016

Complete if your Category is Large Municipal Residential or Small Municipal Residential

Does your Drinking-Water System serve more than 10,000 people? Yes ☒ No ☐

Is your annual report available to the public at no charge on a web site on the Internet?
Yes ☒ No ☐

Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.

Town of Kingsville Municipal Office
2021 Division Rd. North,
Kingsville, Ontario

Complete for all other Categories.

Number of Designated Facilities served:

N/A

Did you provide a copy of your annual report to all Designated Facilities you serve?
Yes ☐ No ☐

Number of Interested Authorities you report to:

N/A

Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility?
Yes ☐ No ☐

Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
N/A	N/A

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?
Yes ☐ No ☐ N/A



Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Indicate how you notified system users that your annual report is available, and is free of charge.

- ☒ Public access/notice via the web
☐ Public access/notice via Government Office
☐ Public access/notice via a newspaper
☒ Public access/notice via Public Request
☐ Public access/notice via a Public Library
☒ Public access/notice via other method: As, and when requested

Describe your Drinking-Water System

Distribution only.

Water Distribution Class II serving approximately 21,600 people through approximately 7950 service accounts fed from approximately 314 kms of system infrastructure water main.

List all water treatment chemicals used over this reporting period

N/A

Were any significant expenses incurred to?

- ☐ Install required equipment
☒ Repair required equipment
☒ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Kingsville spent approximately \$4,850,000 in operational expenditures in 2016. An additional \$508,000 was expended specific to capital upgrades within the water distribution system.

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
June 20, 2016	Low Combined CL2 Residual @ Cottam Booster Station for approximately 25 minutes	<0.25	mg/L	Initial problem was caused by a blockage in the ammonia pump, blockage was removed and CL2 residuals returned to normal	June 21, 2016
July 19, 2016	Total Coliform	2	cfu/100mL	Resample upstream and downstream, and again in 24hrs	July 20, 2016
Aug. 30, 2016	Low Pressure in the Distribution System	<20	PSI	Main break was isolated. Resample upstream and downstream, and again in 24hrs	Aug. 30, 2016



Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of E.Coli Or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw	See annual report for the Union Water Supply System # 210000853				
Treated	See annual report for the Union Water Supply System # 210000853				
Distribution	484	0-0	2	210	10-20

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)
Turbidity	Please see the Annual Report for the Union Water Supply System # 210000853	
Chlorine Combined	364	Max: 2.13 mg/l Min: 0.61 mg/l Avg: 1.59 mg/l Combined Residual (Chloramination)
Fluoride (If the DWS provides fluoridation)	N/A	

NOTE: For continuous monitors use 8760 as the number of samples.

NOTE: Record the unit of measure if it is not milligrams per litre.

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
None				

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Nitrite	December 19/16	<0.1	mg/L	No
Nitrate	December 19/16	0.3	mg/L	No
Nitrate + Nitrite (N)	December 19/16	0.3	mg/L	No

*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems



Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Summary of lead testing under Schedule 15.1 during this reporting period (applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Results (min#) – (max #)		MAC (ug/L)	Number of Exceedances
		Minimum	Maximum		
Distribution – Lead Results (ug/L)	4	0.02	1.32	10	0
Distribution – Alkalinity (mg/L)	9	75	89	n/a	n/a
Distribution – pH In-House	4	7.48	7.58	n/a	n/a
Distribution – pH Lab	1	8.07	8.07	n/a	n/a

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
THM (NOTE: show latest annual average)	Annual Average	20.45	ug/L	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
None			

UNION WATER SUPPLY SYSTEM SUMMARY REPORT 2016

For the Union Water Supply System
(Made under Schedule 22 of Ontario Regulation 170/03, a regulation made under
the Safe Drinking Water Act, 2002)

EXPLANATION

Schedule 22 of Ontario Regulation 170/03, a regulation made under the Safe Drinking Water Act, 2002 requires that a large municipal residential drinking-water system must provide to its board members a Summary Report on various aspects of the system before March 31 of the following year. The Union Water Supply System is classed as a large municipal residential drinking-water system and all of the municipal water systems that obtain water from it are classified as large municipal residential drinking-water systems and are therefore subject to Schedule 22.

The Summary Report must list the following:

- The requirements of the Safe Drinking Water Act, 2002 that the system failed to meet during the period covered by the Summary Report
- The requirements of the regulations made under the Safe Drinking Water Act, 2002 that the system failed to meet during the period covered by the Summary Report
- Any condition of the drinking-water system's drinking water works permit or municipal drinking water license that the system failed to meet during the period covered by the Summary Report
- Any order that the system failed to meet during the period covered by the Summary Report, the duration of any such failure and any measures that were taken to correct such failure
- A summary of the quantities and flow rates of water supplied by the drinking-water system by monthly average and maximum daily flow rates and instantaneous peak flow rates
- A comparison of actual flow rates with rated capacity and flow rates in the systems approval

A drinking-water system that supplies water to another drinking water system must provide a copy of the Summary Report to that system's owner by March 31 of the year following the year covered in the Summary Report.

The sections below details the occasions on which the Union Water Supply System (UWSS) and the connected municipal water systems failed to meet the requirements of the Safe Drinking Water Act 2002, associated regulations, system approvals and provincial officer orders in 2016.

Union Water Supply System (UWSS)

The following provides details of occurrences where the Union Water Supply System was not in compliance with the requirements of the Safe Drinking Water Act 2002, associated regulations, system approvals and provincial officer orders.

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Union Water Supply System.

- AWQI #129180 - April 15, 2016 failure to maintain coagulant continuously. It was discovered that coagulant was not flowing continuously to Clarifier #1 for approximately twelve (12) hours. The Clarifier was taken out of service and will not return to service until flow monitoring devices are in place.

Leamington Water Distribution System

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Leamington Distribution System that is supplied by the Union Water Supply System.

- AWQI #129976 - June 28, 2016 - Bacti adverse at sample station SS-L-9 with 1 Total Coliform. Town of Leamington staff flushed affected area, then samples were taken upstream and downstream. A second set of samples were taken 24 hours later upstream and downstream. All results returned were within normal parameters.
- AWQI#130589 - August 3, 2016 - Bacti adverse at sample station SS-L-15 with 8 Total Coliform. Town of Leamington staff flushed affected area, then samples were taken upstream and downstream. A second set of samples were taken 24 hours later upstream and downstream. All results returned were within normal parameters.

Kingsville Water Distribution System

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Kingsville Distribution System that is supplied by the Union Water Supply System.

- AWQI #129835 - June 20, 2016, Chlorine residual reading at CRA01 and Cottam Booster Station displayed less than 0.25ppm for 20-25 minutes. Initial cause was a piece of debris caught in the check valve of the ammonia pump restricting flow. The debris was removed and normal flow returned. Weekly bacti samples were taken and all CL2 residuals were normal.
- AWQI #130343 - July 19, 2016, Bacti adverse at sample station SS-K-14 with 2 Total Coliform. Town of Kingsville staff flushed affected area, then samples were taken upstream and downstream. A second set of samples were taken 24 hours later upstream and downstream. All results were within normal parameters.
- AWQI #130987 - August 30, 2016, Watermain break on County Road 34. Pressure was below 20 psi from 10 pm to 12 am (2 hrs). Main break was isolated and fed from another source eliminating the low pressure. Bacti samples and chlorine residuals were taken the next morning.

Essex Water Distribution System

Non-Compliance Item:

The following Adverse Water Quality Incident (AWQI) identified for the Essex Distribution System that is supplied by the Union Water Supply System

- AWQI #129303 - April 27, 2016, Watermain break at 341 Talbot Street Road West, with possible cross contamination with sanitary line. Watermain break was repaired and isolated section of

watermain was flushed. Bacti samples were taken at the main break site, as well as upstream and downstream from the break site.

Lakeshore Water Distribution System

There were no non-compliances or AWQIs identified for the portion of the Town of Lakeshore Water Distribution System that is supplied by Union Water Supply System:

SUMMARY OF THE QUANTITIES AND FLOW RATES OF WATER SUPPLIED DURING THE PERIOD COVERED BY THE REPORT, INCLUDING MONTHLY AVERAGE AND MAXIMUM DAILY FLOWS, AND DAILY INSTANTANEOUS PEAK FLOW RATES

The following sections provide information in regards to the Union Water Supply System's Permit to Take Water, issued under Ontario Regulation 387/04 and Drinking Water License issued under the Safe Drinking Water Act, 2002.

Permit to Take Water

The Union Water Supply System operated under Permit to Take Water (PTTW) Number 0685-6AKRP3 for January to March 2016 and 0816-9T9SVT for April to December 2016. The PTTW has the following flow conditions:

- Maximum Allowable Amount Taken per Minute (Litres/Min) 113,650
- Maximum Allowable Amount Taken Per Day (Litres/Day) 163,656,000

The maximum amounts of raw water taken during 2016 (see Table 1 below) are as follows:

- Maximum Amount Taken per Minute in 2016 (Litres/Min) 68,945
- Maximum Amount Taken Per Day in 2016 (Litres/Day) 83,507,000

The system did not exceed the PTTW limits in 2016.

Drinking Water License

The UWSS operates under Municipal Drinking Water Licence 041-01; issue Number 4 which has been issued for the period July 21, 2014 to July 20, 2019. The Certificate of Approval and licence had the following condition:

- The drinking water system shall not be operated to exceed 124,588 m³/d (27.4 MIGD) on any calendar day, conveyed from the treatment system to the distribution system.
- The maximum daily volume of water pumped into the distribution system was 71,369 m³ (15.699 MIGD).

Tables 1A through 3B below provide the monthly average, maximum and peak flows for raw and treated water for the Union Water Supply System.

Table 1A
2016 Raw Water Taking from Lake Erie in Metric Units

	Maximum Allowed Flow Rate (m3/Day)	Average Flow (m3/Day)	Maximum Flow (m3/Day)	Maximum Flow (Litres/Day)	Maximum Allowed Flow Rate (Litres/ Minute)	Peak Flow (Litres/ Minute)
January	163,656	26,039	30,846	30,846,000	113,650	24,359
February	163,656	30,228	35,697	35,697,000	113,650	33,301
March	163,656	34,383	49,266	49,266,310	113,650	41,161
April	163,656	45,572	61,913	61,912,850	113,650	45,419
May	163,656	49,694	67,874	67,874,050	113,650	55,194
June	163,656	67,120	79,104	79,104,000	113,650	65,841
July	163,656	62,802	74,428	74,427,990	113,650	63,690
August	163,656	67,514	83,507	83,507,000	113,650	68,945
September	163,656	56,139	66,132	66,132,000	113,650	60,648
October	163,656	40,785	54,705	54,704,560	113,650	47,146
November	163,656	37,712	44,381	44,381,490	113,650	33,310
December	163,656	28,939	38,327	38,327,000	113,650	31,940

Table 1B
2016 Raw Water Taking from Lake Erie in Imperial Units

	Maximum Allowed Flow Rate (MGD)	Average Flow (MGD)	Maximum Flow (MGD)	Maximum Allowed Flow Rate (Gallons/ Minute)	Peak Flow (Gallons/ Minute)
January	36.00	5.73	6.79	25,000	5,358
February	36.00	6.66	7.85	25,000	7,325
March	36.00	7.56	10.84	25,000	9,054
April	36.00	10.02	13.62	25,000	9,991
May	36.00	10.93	14.93	25,000	12,141
June	36.00	14.76	17.40	25,000	14,483
July	36.00	13.81	16.37	25,000	14,010
August	36.00	14.85	18.37	25,000	15,166
September	36.00	12.35	14.55	25,000	13,341
October	36.00	8.97	12.03	25,000	10,371
November	36.00	8.30	9.76	25,000	7,327
December	36.00	6.37	8.43	25,000	7,026

Table 2A
2016 Treated Water Flow Into Distribution System in Metric Units

	Maximum Allowed Flow Rate (m3/Day)	Average Daily Flow (m3/Day)	Maximum Daily Flow (m3/Day)	Peak Instantaneous Flow (Litres/ Second)
January	124,588	24,671	28,085	581
February	124,588	27,607	33,326	813
March	124,588	32,711	40,818	1,066
April	124,588	39,028	49,586	989
May	124,588	48,240	65,768	1,255
June	124,588	64,732	76,159	1,385
July	124,588	60,836	72,435	1,358
August	124,588	58,899	70,977	1,366
September	124,588	54,282	63,994	1,355
October	124,588	37,725	51,618	1,108
November	124,588	27,800	31,008	932
December	124,588	28,495	35,326	813

Table 2B
2016 Treated Water Flow Into Distribution System in Imperial Units

	Maximum Allowed Flow Rate (MGD)	Average Daily Flow (MGD)	Maximum Daily Flow (MGD)	Peak Instantaneous Flow (Gallons/ Second)
January	27.4	5.43	6.18	128
February	27.4	6.07	7.33	179
March	27.4	7.20	8.98	234
April	27.4	8.59	10.91	218
May	27.4	10.61	14.47	276
June	27.4	14.24	16.75	305
July	27.4	13.38	15.94	299
August	27.4	12.96	15.61	300
September	27.4	11.94	14.08	298
October	27.4	8.30	11.36	244
November	27.4	6.12	6.82	205
December	27.4	6.27	7.77	179

Table 3A
2016 Treated Flow to Local Municipalities in Metric Units

	<u>Leamington</u>			<u>Kingsville</u>			<u>Essex</u>			<u>Lakeshore</u>		
	Monthly Total (m3)	Average Day (m3/day)		Monthly Total (m3)	Average Day (m3/day)		Monthly Total (m3)	Average Day (m3/day)		Monthly Total (m3)	Average Day (m3/day)	
January	340,479	10,983		292,724	9,443		63,333	2,043		36,288	1,171	
February	373,157	12,867		318,973	10,999		60,020	2,070		30,055	1,036	
March	548,460	17,692		464,104	14,971		66,339	2,140		35,893	1,158	
April	552,349	18,412		482,629	16,088		68,726	2,291		33,042	1,101	
May	606,887	19,577		559,571	18,051		63,197	2,039		36,029	1,162	
June	1,191,509	39,717		1,046,212	34,874		111,384	3,713		70,597	2,353	
July	785,668	25,344		630,300	20,332		67,571	2,180		44,177	1,425	
August	951,438	30,692		784,928	25,320		82,875	2,673		61,845	1,995	
September	811,273	27,042		728,370	24,279		68,836	2,295		35,840	1,195	
October	549,397	17,722		433,194	13,974		65,733	2,120		43,626	1,407	
November	445,948	14,865		351,615	11,721		66,928	2,231		35,218	1,174	
December	361,670	11,667		377,407	12,174		66,134	2,133		36,288	1,171	
Total	7,518,235	20,548		6,470,027	17,685		851,076	2,327		498,898	1,362	

Table 3A
2016 Treated Flow to Local Municipalities in Imperial Units

	<i>Leamington</i>		<i>Kingsville</i>		<i>Essex</i>		<i>Lakeshore</i>	
	Monthly Total (Imperial Gallons)	Average Day (MGD)	Monthly Total (Imperial Gallons)	Average Day (MGD)	Monthly Total (Imperial Gallons)	Average Day (MGD)	Monthly Total (Imperial Gallons)	Average Day (MGD)
January	74,894,910	2.42	64,390,278	2.08	13,931,312	0.45	7,982,244	0.26
February	82,083,065	2.83	70,164,251	2.42	13,202,554	0.46	6,611,176	0.23
March	120,644,334	3.89	102,088,608	3.29	14,592,540	0.47	7,895,356	0.25
April	121,499,794	4.05	106,163,538	3.54	15,117,607	0.50	7,268,224	0.24
May	133,496,477	4.31	123,088,412	3.97	13,901,397	0.45	7,925,272	0.26
June	262,095,339	8.74	230,134,467	7.67	24,501,055	0.82	15,529,169	0.52
July	172,822,799	5.57	138,646,617	4.47	14,863,542	0.48	9,717,581	0.31
August	209,287,102	6.75	172,660,022	5.57	18,229,951	0.59	13,603,998	0.44
September	178,455,112	5.95	160,219,001	5.34	15,141,803	0.50	7,883,698	0.26
October	120,850,445	3.90	95,289,359	3.07	14,459,239	0.47	9,596,378	0.31
November	98,094,846	3.27	77,344,487	2.58	14,722,102	0.49	7,746,877	0.26
December	79,556,278	2.57	83,017,934	2.68	14,547,446	0.47	7,982,244	0.26
Total	1,653,780,501	4.52	1,423,206,976	3.89	187,210,548	0.51	109,742,218	0.30



Ontario Clean Water Agency
Agence Ontarienne Des Eaux



Annual Performance Report

Union Area Water Supply System

Drinking Water System # 210000853

2016

Prepared for the Corporation of the Town of Kingsville, the Corporation of the Town of Essex,
the Town of Lakeshore & the Municipality of Leamington

By the Ontario Clean Water Agency
Ken Penney
Process & Compliance Technician
kpenney@ocwa.com
519-326-4447



ANNUAL REPORT

Drinking-Water System Number:	210000853
Drinking-Water System Name:	Union Area Water Supply System
Drinking-Water System Owner:	Union Area Water Supply System Joint Board of Management (Municipality of Leamington, Town of Kingsville, Town of Essex, Town of Lakeshore)
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	01-January-2016 to 31-December-2016

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [X] No []</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px;"> <p><i>Union Water Treatment Plant P.O. Box 340, 1615 Union Ave., Ruthven, Ont. N0P 2G0</i></p> </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served:</p> <div style="border: 1px solid black; padding: 2px; width: 100px;">N/A</div> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to:</p> <div style="border: 1px solid black; padding: 2px; width: 100px;">N/A</div> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>
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Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Municipality of Leamington	220004992
Town of Kingsville	220003403
Town of Essex	220003680
Town of Lakeshore	260004995



Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [☒] No [☐]

Indicate how you notified system users that your annual report is available, and is free of charge.

- [X] Public access/notice via the web
[☐] Public access/notice via Government Office
[☐] Public access/notice via a newspaper
[X] Public access/notice via Public Request
[☐] Public access/notice via a Public Library
[X] Public access/notice via other method: Municipal Offices

Describe your Drinking-Water System

The Union Water Treatment Plant (UWTP) is a chemically assisted conventional filtration plant, which draws water from Lake Erie.

The UWTP supplies potable water to the Town of Kingsville, Municipality of Leamington, a portion of the Town of Essex and a portion of the Town of Lakeshore with an estimated service population of 60,000.

The treatment process includes chemically assisted up-flow clarification, filtration with dual media filters, primary disinfection using chlorine gas and secondary disinfection using chloramination.

Seasonally, the UWTP uses sodium hypochlorite at its intakes to control Zebra Mussel formation.

There are also four water towers and a booster/storage station located on the Union Water Supply System.

List all water treatment chemicals used over this reporting period

Zebra Mussel Control:

- Sodium Hypochlorite – (Seasonal)

Clarification Chemicals:

- Aluminum Sulfate – Coagulant (used for building a blanket during clarifier start up)
- DelPAC – Coagulant
- Hyper+Ion 1090 – Coagulant
- Magnafloc LT22 (polymer)-Coagulant Aid
- Magnafloc LT22S (polymer)-Coagulant Aid
- Powdered Activated Carbon – Taste and Odor Control

Filtration:

- Cat-Floc 8103 Plus (polymer) – Filter Aid (Seasonal)

Disinfection:

- Primary: Chlorine Gas
- Secondary: Aqua Ammonia & Chlorine (to form chloramines)



Were any significant expenses incurred to?

- ☒ [X] Install required equipment
- ☒ [X] Repair required equipment
- ☒ [X] Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Item	Cost
Low Lift Pump #3 Major Maintenance	\$19,640
New Zebra Mussel Control System – Intake #1	\$100,218
Carbon Feed Pump Replacements (2)	\$17,354
Clarifier #2 Inlet Valve Replacement	\$8,833
Filter Meter Replacements – Filters #2, 3 and 4	\$19,347
Filter Inlet/Outlet Valve Replacements – Filters #2 and 4	\$27,914
Filter Inlet Valve Cylinders Rehab – Filters #5-8	\$5,237
Coagulant Feed System Monitoring Equipment	\$2,558
Boiler System Upgrades	\$9,650
Turbidity Meter Replacements	\$18,477
Chlorine Analyzer Replacements	\$17,397
Main Wash #1 Pump VFD	\$6,993
High Lift #1 Diesel Pump – Vent System Upgrades/Clutch Drive Upgrades	\$5,910
High Lift Pump #3 Rehabilitation	\$28,174
High Lift Reservoir #2 Repairs	\$50,955
Treatment Pond Residuals Materials Management	\$103,341
LED Lighting Upgrades – Treatment Plant	\$5,193
Window Replacements	\$27,395
Maintenance Shop – New cement pad staging area	\$22,084
Pole Barn Roof Replacement	\$15,800
Cottam Booster Pump #3 - Rehabilitation	\$5,609
SCADA System – New Server and PLC upgrades	\$21,491
Security System Upgrades	\$727
Communication System Improvements	\$10,451
Transmission System Valves and Components	\$40,646
Albuna Water Tower – Electric Heater Replacements	\$1,686
High Lift Transfer Switch Spare Breaker Reconditioning	\$6,869
Ammonia System – Water Softener Rehabilitation	\$5,626
Master Water Meter Replacements/Upgrades	\$55,478
Portable 250hp Backup Generator for High Lift, Low Lift, Towers, etc	\$132,161
Treatment Plant Roof Repairs	\$1,221
Cottam Booster Roof Repairs	\$1,883
Chlorine Building Roof Liner Replacement	\$12,181
Treatment Plant – Operator's Area Ceiling Tile Replacement	\$3,100

Expenses incurred continued



Laboratory Equipment	\$5,250
New Above Ground Waste Oil Tank	\$2,009
Essex Water Tower Ladder Safety Upgrade	\$3,688
Total Capital Works/Major Maintenance	\$822,545

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Incident description	Corrective Action	AWQI #	Corrective Action Date
April 15, 2016	Loss of coagulant	Re-initialized coagulant	129180	April 15, 2016

Note: Corrective action Date is Date of resolution.

Microbiological testing is done under Schedule 10 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of Ecoli Or Fecal Results (min #)-(max #) (ct/100 mL)	Range of Total Coliform Results (min #)-(max #) (ct/100 mL)	Number of HPC Samples	Range of HPC Results (min #)-(max #) (ct/mL)
Raw	52	<2 - 86	2 - 400	0	N/A
Treated	52	0 - 0	0 - 0	52	<10 - 10
Distribution	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).				

Operational testing is done under Schedule 7 of Regulation 170/03 during the period Covered by this annual report.

	Number of Grab Samples	Range of Results (min #)-(max #)
Turbidity	8760	0.02 – 0.72 NTU
Chlorine - Free	8760	1.43 – 2.58 mg/L
Fluoride (If the DWS provides fluoridation)	N/A	N/A

***NOTE:** For continuous monitors use 8760 as the number of samples.*

***NOTE:** Record the unit of measure if it is **not** milligrams per litre.*

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter: (Suspended Solids)	Date Sampled	Result	Unit of Measure
21- July- 2014 Municipal Drinking Water Licence Number: 041-101	South Settling Pond	Jan 18/16	<3.0	mg/L
	South Settling Pond	Feb 09/16	4.0	mg/L
	South Settling Pond	Mar 07/16	4.0	mg/L
	South Settling Pond	Apr 04/16	14.0	mg/L
	South Settling Pond	May 09/16	3.0	mg/L
	North Settling Pond	June 14/16	<3.0	mg/L
	South Settling Pond	June 14/16	<3.0	mg/L
	North Settling Pond	July 04/16	<3.0	mg/L
	South Settling Pond	July 04/16	<3.0	mg/L
	North Settling Pond	Aug 09/16	<3.0	mg/L
	South Settling Pond	Aug 09/16	3.0	mg/L
	North Settling Pond	Sept 12/16	<3.0	mg/L
	South Settling Pond	Sept 12/16	<3.0	mg/L
	North Settling Pond	Oct 03/16	<3.0	mg/L
	South Settling Pond	Oct 03/16	6.0	mg/L
	North Settling Pond	Nov 07/16	3.0	mg/L
	South Settling Pond	Nov 07/16	5.0	mg/L
	North Settling Pond	Dec 02/16	3.0	mg/L
	South Settling Pond	Dec 02/16	4.0	mg/L
Limit 25.0 mg/L		Annual Average:	4.0	mg/L

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony	January 12, 2016	0.02	ug/L	No
Arsenic	January 12, 2016	0.2	ug/L	No
Barium	January 12, 2016	12.3	ug/L	No
Boron	January 12, 2016	17.9	ug/L	No
Cadmium	January 12, 2016	0.005	ug/L	No



Chromium	January 12, 2016	0.28	ug/L	No
*Lead	n/a			
Mercury	January 12, 2016	0.01	ug/L	No
Sodium	January 12, 2016	6.38	mg/L	No
Selenium	January 12, 2016	0.13	ug/L	No
Uranium	January 12, 2016	0.055	ug/L	No
Fluoride	January 12, 2016	0.09	mg/L	No
Nitrite (N)	December 28, 2016	< 0.1	mg/L	No
Nitrate (N)	December 28, 2016	0.4	mg/L	No
Nitrite + Nitrate (N)	December 28, 2016	0.4	mg/L	No
Ammonia + Ammonium (N)	December 28, 2016	0.33	mg/L	No

*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

Summary of lead testing under Schedule 15.1 during this reporting period

(Applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (min#) – (max #)	Number of Exceedances
Plumbing	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).		
Distribution	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).		

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor	January 12, 2016	0.02	ug/L	No
Atrazine + N-dealkylated metabolites	January 12, 2016	0.01	ug/L	No
Atrazine	January 12, 2016	0.01	ug/L	No
Azinphos-methyl	January 12, 2016	0.05	ug/L	No
Benzene	January 12, 2016	0.32	ug/L	No
Benzo(a)pyrene	January 12, 2016	0.004	ug/L	No
Bromoxynil	January 12, 2016	0.33	ug/L	No
Carbaryl	January 12, 2016	0.05	ug/L	No
Carbofuran	January 12, 2016	0.01	ug/L	No
Carbon Tetrachloride	January 12, 2016	0.16	ug/L	No
Chlorpyrifos	January 12, 2016	0.02	ug/L	No
Desethyl atrazine	January 12, 2016	0.01	ug/L	No
Diazinon	January 12, 2016	0.02	ug/L	No
Dicamba	January 12, 2016	0.20	ug/L	No
1,2-Dichlorobenzene	January 12, 2016	0.41	ug/L	No



1,4-Dichlorobenzene	January 12, 2016	0.36	ug/L	No
1,2-Dichloroethane	January 12, 2016	0.35	ug/L	No
1,1-Dichloroethene (vinylidene chloride)	January 12, 2016	0.33	ug/L	No
Dichloromethane	January 12, 2016	0.35	ug/L	No
2,4-Dichlorophenol	January 12, 2016	0.15	ug/L	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	January 12, 2016	0.19	ug/L	No
Diclofop-methyl	January 12, 2016	0.40	ug/L	No
Dimethoate	January 12, 2016	0.03	ug/L	No
Diquat	January 12, 2016	1.0	ug/L	No
Diuron	January 12, 2016	0.03	ug/L	No
Glyphosate	January 12, 2016	1.0	ug/L	No
Malathion	January 12, 2016	0.02	ug/L	No
MCPA	January 12, 2016	0.12	ug/L	No
Metolachlor	January 12, 2016	0.01	ug/L	No
Metribuzin	January 12, 2016	0.02	ug/L	No
Monochlorobenzene	January 12, 2016	0.3	ug/L	No
Paraquat	January 12, 2016	1.0	ug/L	No
Pentachlorophenol	January 12, 2016	0.15	ug/L	No
Phorate	January 12, 2016	0.01	ug/L	No
Picloram	January 12, 2016	1.0	ug/L	No
Polychlorinated Biphenyls(PCB)	January 12, 2016	0.04	ug/L	No
Prometryne	January 12, 2016	0.03	ug/L	No
Simazine	January 12, 2016	0.01	ug/L	No
THM (NOTE: show latest annual average)	Please See Individual Annual Reports for Distribution System Information: Leamington (220004992), Kingsville (220003403), Essex (220003680), and Lakeshore (260004995).			
Terbufos	January 12, 2016	0.01	ug/L	No
Tetrachloroethylene	January 12, 2016	0.35	ug/L	No
2,3,4,6-Tetrachlorophenol	January 12, 2016	0.20	ug/L	No
Triallate	January 12, 2016	0.01	ug/L	No
Trichloroethylene	January 12, 2016	0.44	ug/L	No
2,4,6-Trichlorophenol	January 12, 2016	0.25	ug/L	No
Trifluralin	January 12, 2016	0.02	ug/L	No
Vinyl Chloride	January 12, 2016	0.17	ug/L	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
None			



Union Water Supply System

P.O. Box 340, 1615 Union Avenue, Ruthven, Ontario, N0P 2G0

Tele: 519-326-1668 Fax: 519-326-3490

Email: rbouchard@unionwater.ca

www.unionwater.ca

SENT BY: EMAIL
February 07, 2017

Municipality of Leamington
111 Erie St. N.
Leamington, Ontario
N8H 2Z9

Attention: Mr. Peter Neufeld, Chief Administrative Officer

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

Attention: Ms. Peggy Van Mierlo-West, Chief Administrative Officer

Town of Essex
33 Talbot Street South
Essex, Ontario
N8M 1A8

Attention: Ms. Tracey Pillon-Abbs, Chief Administrative Officer

Town of Lakeshore
419 Notre Dame Street
Belle River, Ontario
N0R 1A0

Attention: Mr. Tom Touralias, Chief Administrative Officer

RE: Union Water Supply System Annual Report for 2016 in accordance with Section 11 O. Reg. 170/03

At its meeting on February 15, 2017, the Joint Board of Management of the UWSS will be receiving the Annual Report for 2016 prepared in accordance with Section 11 of O. Reg. 170/03. By this letter and as required by O. Reg. 170/03 I am providing the owners of the drinking water systems that obtain water from the UWSS with a copy of the UWSS Annual Report for 2016.

I request that you do the following:

1. Provide each member of your municipal council with the report on or before February 28, 2017.
2. Provide a copy of the report to anyone who requests it, free of charge (Section 11 (8) O. Reg. 170/03) (Copies will also be made available free of charge at the Ruthven WTP).

"Serving the Communities of Leamington, Kingsville, Lakeshore and Essex"

3. Post a copy of the report on your municipal website (Section 11(10), O. Reg. 170/03).
4. Include a notice that the report is available at your municipal office and at the Ruthven Water Treatment Plant in any newsletter or other notice that you issue to your residents (Section 11(9.1) O. Reg. 170/03).

Please call me if you have any questions.

Yours truly,



Rodney Bouchard, Manager
Union Water Supply System Joint Board of Management
kmj

CC: Robert Sharon, Shannon Belleau, Nelson Carvalho, Andrew Plancke, Kevin Girard, Chris Nepszy, Andy Graf, John Kehoe, Nelson Cavacas, Dale Dillen, Ken Penney, Dave Jubenville
Filename: c:\users\kjohnson\documents\annual-summary\2016\02-07-17 ltr to caos re - uwss annual rpt for 2016.docx

Gosfield North Sportsmen Association



January 12, 2017

Re: 2017 Wild Game Dinner

Dear Friends;

On behalf of the members of the Gosfield North Sportsmen Association, please accept our deepest gratitude for your purchase of advertising space in our program booklet for our 27th Annual Wild Game Dinner to be held on Saturday, April 8, 2017 at the St. John's Parish Hall in Woodslee, Ontario. We anticipate another sell-out crowd of 330 guests and members for the evening. 200 programs are to be printed and will be distributed on all the tables for our patrons to read and take home. Our appreciation again for the following advertisement in our program:

3³/₄ x 5 page advertisement at a cost of \$ 50.00

This evening is the main fundraiser for the Gosfield North Sportsmen Association and provides much needed funds to continue our pheasant release program. Our expanded release program includes our new amalgamated Town of Kingsville as well as other areas of the Province through our sales to Co-op's, similar farm suppliers and other sporting groups.

Once again, thank you very much for being a sponsor of our 2017 Wild Game Dinner and assisting the Gosfield North Sportsmen in their efforts for the coming year.

Yours truly;



Ken Roadhouse
Secretary
Wild Game Dinner Committee Member

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ERCA/ESA #: 7004581

**CONGRATULATIONS TO
THE GOSFIELD NORTH SPORTSMEN ASSOCIATION
FOR THE SUCCESS OF THE 2016 WILD GAME DINNER**



**Mayor Nelson Santos
Deputy Mayor Gord Queen
Councillor Susanne Coghill
Councillor Tony Gaffan
Councillor Sandy McIntyre
Councillor Thomas Neufeld
Councillor Larry Patterson**

Whole Page Ad
5 X 8
Cost - \$100.00

1/2 Page Ad
3 3/4 X 5
Cost - \$50.00

1/4 Page Ad
2 X 5
Cost - \$25.00

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**REGULAR MEETING OF COUNCIL
MINUTES**

**Monday, February 13, 2017
7:00 PM
Council Chambers
2021 Division Road N
Kingsville, Ontario N9Y 2Y9**

Members of Council	Mayor Nelson Santos Councillor Tony Gaffan Councillor Thomas Neufeld Councillor Larry Patterson Deputy Mayor Gord Queen Councillor Sandy McIntyre
Absent	Councillor Susanne Coghill
Members of Administration	P. Van Mierlo-West, CAO A. Plancke, Director of Municipal Services R. Brown, Manager of Planning & Development Services K. Galinac, Planner J. Astrologo, Director of Corporate Services S. Kitchen, Deputy Clerk-Council Services S. Zwiers, Director of Financial Services J. Dean, Acting Fire Chief

A. CALL TO ORDER

Mayor Santos called the Regular Meeting to order at 7:00 p.m.

B. MOMENT OF SILENCE AND REFLECTION

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

C. PLAYING OF NATIONAL ANTHEM

D. DISCLOSURE OF PECUNIARY INTEREST

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

E. PRESENTATIONS/DELEGATIONS

1. Mr. Ali Fayaz (PEACO Contracting) and William Jean, P. Eng.

Request dated February 2, 2017 RE: Mettawas Subdivision (SEE: Staff Report Item I-4, being report of Director of Municipal Services A. Plancke)

Solicitor Michael Laba (representing 1147160 Ontario Ltd.), Mr. Ali Fayaz, and Mr. William Jean, P. Eng. (Valdez Engineering Ltd., Consulting Engineers) were in attendance. Mr. A. Katebian (1147160 Ontario Ltd.) was also in attendance in the audience.

Solicitor Laba explained that Valdez Engineering had been retained by the developer to review the existing conditions and provide a report on the remedial construction and costs. Solicitor Laba outlined the contents of said engineer's report (a copy of which had been provided to Mr. Plancke earlier today).

Timelines to carry out the work were discussed. It is estimated that the work will be completed in July or August and it was suggested by the developer that the Town might consider the Park Street construction be completed at the same time as the Mettawas construction project.

162-2017

Moved by Councillor Tony Gaffan

Seconded by Councillor Sandy McIntyre

Council receive Report of Wm. Jean, P. Eng (Valdez Engineering Ltd.) dated February 12, 2017 RE: Mettawas Lane Subdivision, Kingsville, Ontario.

CARRIED

Mayor Santos then brought forward Agenda Item I-4, being Report of A. Plancke, dated February 3, 2017 RE: Mettawas Lane Development Deficiencies (MS 2017-09)

Mr. Plancke stated that it seems the Town now has a workable timeframe within which to have this work completed by the developer, and advising that the Town was ready to move ahead to have the works completed this year in the event that

an agreement could not be reached. An amending agreement to the existing Development Agreement will be duly prepared and executed.

163-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

Council direct Administration to prepare the amending agreement to the Development Agreement for the Mettawas Lane Development (1147160 Ontario Ltd.) within thirty (30) days, with a completion date of the project by September 1, 2017.

CARRIED

F. MATTERS SUBJECT TO NOTICE

1. Zoning By-law Amendment ZBA/15/16 Elivira & Andreas Miller 851 County Road 34 CON STR, PT LOT 259 Roll No. 3711 410 000 00500

PUBLIC MEETING

Ms. Kristina Brcic presented the Planning Report, dated February 6, 2017 and proposed By-law 16-2017, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville.

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

164-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

Council approve Zoning By-law Amendment ZBA/15/16 to rezone the retained lands relative to the granted consent (B/20/16) from 'Agriculture (A1)' to 'Agriculture - Restricted (A2)' on lands currently known as 851 County Road 34.

CARRIED

2. ZBA/12/16 Application for Removal of the H – Holding Symbol 1552843 Ontario Ltd. (Sunvalley Estates Subdivision) Part of Lot 10, Concession 2 ED, Plan 12M 628, Phase 2/3

Mr. Brown presented the Planning Report dated January 19, 2017 and the Proposed By-law 22-2017, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville

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

It was noted and confirmed by Mr. Brown that sidewalk construction is an expectation as provided for within the terms of the Development Agreement.

165-2017

Moved by Councillor Larry Patterson

Seconded by Councillor Tony Gaffan

Council approve the removal of the Holding (h) symbol on lands known as Lots 1 through 19, inclusive, Plan 12M 628 in the Town of Kingsville and adopt the implementing by-law.

CARRIED

G. AMENDMENTS TO THE AGENDA

1. **Deputy Mayor Queen added one Notice of Motion item and Councillor Gaffan added one announcement.**

H. ADOPTION OF ACCOUNTS

Ms. Zwiers presented the Accounts.

166-2017

Moved by Councillor Thomas Neufeld

Seconded by Councillor Sandy McIntyre

Council approve Town of Kingsville Accounts for the monthly period ended January 31, 2017, being TD cheque numbers 0060903 to 0061241 for a grand total of \$1,493,034.34

CARRIED

I. STAFF REPORTS

1. **Agreement between Town of Kingsville & Brighton Beach Power**

J. Dean, Acting Fire Chief.

167-2017

Moved by Councillor Larry Patterson

Seconded by Councillor Thomas Neufeld

Council approve the Agreement between The Corporation of the Town of Kingsville (Fire Department) and Brighton Beach Power and authorizes the Mayor and Clerk to sign the aforementioned agreement.

CARRIED

2. Angel Court Extension (Bruner Court) Final Acceptance of Services

A. Plancke, Director of Municipal Services

168-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

Council concur with the request of the Developer's Consultant and the Director of Municipal Services for the Town to grant final acceptance of services for Angel Court Extension known as Bruner Court, and for the Clerk to draft the appropriate By-Law in order to transfer the ownership of the roadway and services to the Municipality.

CARRIED

3. Millbrook Stage 2 Phase 1 Final Acceptance

A. Plancke, Director of Municipal Services

169-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Sandy McIntyre

Council concur with the request of the Developer's consultant and the Director of Municipal Services for the Town to grant "Final Acceptance" of the services for the Millbrook Stage 2 Phase 1 subdivision, and for the Clerk to draft the appropriate By-Law in order to transfer ownership of the roadway and services to the Municipality.

CARRIED

4. Mettawas Lane Development Deficiencies

A. Plancke, Director of Municipal Services

This Report was discussed above (See: Item E-1 / Mr. A. Fayaz delegation)

170-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

Council receive Report of A. Plancke, Director of Municipal Services, dated February 3, 2017 RE: Mettawas Lane Development Deficiencies (MS 2017-09)

CARRIED

5. Right-of-Access By-law Implementation

R. Brown, Manager of Planning and Development Services

171-2017

Moved by Councillor Tony Gaffan

Seconded by Councillor Thomas Neufeld

Council adopt the proposed Right-of-Access by-law as presented, and further, direct Administration to schedule a review of the current Fencing By-law for 2017 and provide an information report to Council on possible updates.

CARRIED

6. Public Notice Requirements under the Planning Act

R. Brown, Manager of Planning and Development Services.

Deputy Mayor Queen, in response to the Planning Report and recommendation, indicated that teamwork and communication is critical for success; that Council needs to know what is going on with matters such as grant applications, major projects; and with planning matters from a strategic or large overview perspective. He suggested that it is very important that the public is aware of what events are occurring in respect to Council matters, and matters relating to Committees of Council. He provided an example of a print notice/advertisement that had been placed in the Kingsville Reporter pertaining to a planning matter and suggested that because not every resident has the ability to log on to social media and twitter, that print notice is an excellent method of communication that still works. Mr. Queen requested a recorded vote on the following motion:

172-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

Council receive the report of R. Brown, Manager of Planning and Development Services for information purposes on the details of public notice standards in the Planning Act and the rationale for their continued use as the accepted standard of public notice for Planning Act applications filed with the Town of Kingsville, and further, Council direct Administration to continue to enhance the information and communication provided to the public for Planning Act applications filed with the Town.

Recorded	YEA	NAY
Mayor Nelson Santos	X	
Councillor Tony Gaffan	X	
Councillor Thomas Neufeld	X	
Councillor Susanne Coghill		
Councillor Larry Patterson	X	
Deputy Mayor Gord Queen	X	
Councillor Sandy McIntyre	X	
Results	6	0

CARRIED

7. Medical Centre Lease Agreements and Long Term Agreements

173-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Sandy McIntyre

That Council receive the Report of J. Astrologo, Director of Corporate Services, dated January 25, 2017 regarding Medical Centre Lease Agreements and Long Term Agreements for information.

CARRIED

J. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

K. MINUTES OF THE PREVIOUS MEETINGS

- 1. Regular Meeting of Council--January 23, 2017**
- 2. Regular Closed Session Meeting--January 23, 2017**
- 3. Special Meeting of Council Budget #2--January 31, 2017**
- 4. Special Meeting of Council Strategic Planning Session--February 6, 2017**
- 5. Special Meeting of Council--February 6, 2017**
- 6. Special Closed Session Meeting of Council--February 6, 2017**

174-2017

Moved by Councillor Larry Patterson
Seconded by Councillor Tony Gaffan

Council adopt January 23, 2017 Regular Meeting of Council Minutes, January 23, 2017 Regular Closed Session Meeting of Council Minutes, January 31, 2017 Special Meeting of Council Minutes (Budget #2), February 6, 2017 Special Meeting of Council Minutes (Strategic Planning), and February 6, 2017 Special Meeting of Council (Open and Closed Session).

CARRIED

L. MINUTES OF COMMITTEES AND RECOMMENDATIONS

- 1. Committee of Adjustment--December 13, 2016**

175-2017

Moved by Deputy Mayor Gord Queen
Seconded by Councillor Sandy McIntyre

Council receive Committee of Adjustment Meeting Minutes dated December 13, 2016

CARRIED

- 2. Parks, Recreation, Arts and Culture Committee--November 17, 2016**

176-2017

Moved by Councillor Tony Gaffan
Seconded by Councillor Sandy McIntyre

Council receive Parks, Recreation, Arts and Culture Committee Meeting Minutes dated November 17, 2016 together with the following subcommittee meeting

minutes: Older Adults Advisory October 20, 2016, Fantasy of Lights October 25, 2016 and Communities in Bloom October 4, 2016

CARRIED

3. Kingsville Police Services Board--November 23, 2016

177-2017

Moved by Councillor Larry Patterson

Seconded by Deputy Mayor Gord Queen

Council receive Police Services Board Meeting Minutes dated November 23, 2016

CARRIED

M. BUSINESS CORRESPONDENCE-INFORMATIONAL

1. Town of Atikokan

Resolution of the Town of Atikokan in support of Town of Fort Frances' resolution regarding property taxation on railroad right-of-way properties

2. The Hon. Jeff Leal, Minister of Agriculture, Food and Rural Affairs

Correspondence dated January 30, 2017 RE: Rural Economic Development (RED) Program

3. Town of New Tecumseth

Correspondence dated January 26, 2017 RE: Municipal Fire Dept. Infrastructure

4. Progressive Conservative Party of Ontario

Correspondence from Patrick Brown, MPP and Leader of the Official Opposition

5. Town of Fort Frances

Resolution 682 as passed January 9, 2017 to address inequity in Property Taxation on Railway Rights-of-Way collected by Ontario Municipalities

6. County of Essex

Correspondence dated February 3, 2017 RE: Essex County Council Resolution RE: Essex County Library Board Refund of Surplus Funds

7. County of Prince Edward

Correspondence dated January 26, 2017 RE: Request to Minister of Education to Initiate Immediate Stay of Execution on Accommodation Review Process

8. County of Prince Edward

Correspondence dated January 26, 2017 RE: Request to Minister of Education to Rewrite the Pupil Accommodation Review Guidelines (PARG)

9. Township of Montague

Correspondence dated December 22, 2016 RE; Funding for Internet Connectivity in Libraries Across Ontario

10. Explore the Shore

Correspondence dated February 2, 2017 requesting \$2,500 in funding to support the 7th Explore the Shore Weekend event.

178-2017

Moved by Councillor Thomas Neufeld

Seconded by Councillor Sandy McIntyre

Council receive Information Items 1 through 10.

CARRIED

RE: Information Item 10--Explore the Shore--Correspondence dated February 2, 2017 requesting \$2,500 in funding to support the 7th Explore the Shore Weekend.

Council directed administration to invite Explore the Shore to apply for grant for 2018.

N. NOTICES OF MOTION

Deputy Mayor Queen may, at the next Regular Meeting of Council, move or cause to have moved that Council enter into Closed Session to address an item pursuant to Section 239(2)(b), being a personal matter about an identifiable individual, including municipal or local board employees, being a member of Senior Administration.

179-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Larry Patterson

Council review and update the Town Grant Policy with input from Administration.

CARRIED

180-2017

Moved by Councillor Thomas Neufeld

Seconded by Councillor Tony Gaffan

Council request administration to review and amend the Town of Kingsville's current flag policy to include the following dates for flags to be flown at half-mast at the municipal office building: April 28th (National Day of Mourning for Persons Killed or Injured in the Workplace), June 23rd (National Day of Remembrance for Victims of Terrorism) and December 6th (National Day of Remembrance and Action on Violence against Women)

CARRIED

O. UNFINISHED BUSINESS, ANNOUNCEMENT, AND UPDATES

Councillor Gaffan noted that Mr. Henry Denotter, a local farmer and businessman, has had the honour of being inducted into the Agriculture Hall of Fame.

P. BYLAWS

1. By-law 16-2017

181-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Sandy McIntyre

Council read By-law 16-2017, being a by-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/15/16) a first, second and third and final time.

CARRIED

2. By-law 20-2017

182-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Larry Patterson

Council read By-law 20-2017, being a By-law to Permit Access onto Adjoining Lands for Maintenance within the Town of Kingsville (Right of Access for Maintenance By-law) a first, second and third and final time

CARRIED

3. By-law 21-2017

183-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

Council read By-law 21-2017, being a By-law authorizing the entering into of an Agreement with Brighton Beach Power L.P. to provide technical rope rescue services, a first, second and third and final time.

CARRIED

4. By-law 22-2017

184-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

Council read By-law 22-2017, being a By-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville, a first, second and third and final time.

CARRIED

Q. CLOSED SESSION

185-2017

Moved by Councillor Sandy McIntyre

Seconded by Councillor Tony Gaffan

Pursuant to Section 239(2) of the Municipal Act, 2001, Council at 8:34 p.m. entered into Closed Session to address the following item:

1. Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees, being a verbal report of CAO P. Van Mierlo-West RE: a member of Senior Administration.

CARRIED

The Regular Meeting reconvened in Open Session at 8:56 p.m.

R. REPORT OUT OF CLOSED SESSION

There were no items to report.

S. CONFIRMATORY BY-LAW

1. By-law 23-2017

186-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

Council read By-law 23-2017, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its February 13, 2017 Regular Meeting a first, second and third and final time.

CARRIED

T. ADJOURNMENT

187-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Larry Patterson

Council adjourn this Regular Meeting at 8:58 p.m.

CARRIED

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



MINUTES

**TOURISM AND ECONOMIC DEVELOPMENT COMMITTEE MINUTES
THURSDAY, DECEMBER 8, 2016 @ 6:30 P.M.
COMMITTEE ROOM A, MUNICIPAL OFFICES
2021 DIVISION ROAD N., KINGSVILLE, ON N9Y 2Y9**

A. CALL TO ORDER

With Chairperson, Nelson Santos running late, T. Gaffan assumed the chair and called the Meeting to order at 6:35pm with the following persons in attendance.

Members:

Nelson Santos- *arrived at 6:50pm*
Jim Gaffan
Tony Gaffan
Dave Hunt
Michael Lauzon
Doug Quick
Marian Stanak

Members of Administration:

CAO, P. Van Mierlo-West
Recording Secretary, T. Hewitt
Tourism Coordinator, N Cobby
BIA Coordinator, S. Holland
BIA Coordinator, K. Wettlaufer

Also Present: Ashley Ann Mentley and Ryan Brough:
St. Clair College graduates/Zeebrah Media – *arrived at 6:45pm*

B. DISCLOSURE OF PECUNIARY INTEREST

T. Gaffan reminded members that any declaration and its general nature are to be made prior to each item being discussed. None were disclosed.

C. PRESENTATIONS/DELEGATIONS

C. 1. Ashley Ann Mentley and Ryan Brough – St. Clair College graduates/Zeebrah Media

T. Gaffan notified the committee that the delegations and N. Santos would be late, and it was decided that the committee would wait for N. Santos to arrive before the presentation occurred. In the interim, T. Gaffan called the committee's attention to Section E: Staff Reports.

At 6:50 p.m. N. Santos reassumed the Chair and introduced A. Mentley and R. Brough to the committee. He explained the reason for the presentation; to gain a better understanding of the video project the committee is looking to commission. A. Mentley and R. Brough identified previous work they had done and ideas they had for videography locations for the MyKingsville video project. They outlined the types of footage they would acquire. They indicated a desire to shoot each season. They proposed a video length of 1:30-2 minutes, and provided two budget estimates ranging from \$2500-\$4000. They acknowledged the agreement could include the Town purchasing all available footage at an additional cost.

D. ACCOUNTS

D.1. Financial Report – Committee Budget vs. Actuals period ending October 31, 2016

The committee discussed the financial activity and transactions over the past month. N. Cobby indicated there would be additional charges coming before the end of the year. A social media push to sell the jackets was recommended.

38-2016 Moved by T. Gaffan seconded by D. Hunt to approve the financial report for the period ending November 30, 2016 as presented to the Committee.

CARRIED

E. STAFF REPORTS

E.1. MyKingsville.ca Events Guide – Natalie Cobby

N. Cobby summarized her procedure of updating the MyKingsville social media accounts and explained her practice of scheduling posts. She directed the committee's attention to the MyKingsville events guide. There was consensus that the level of detail is already ideal and discussion on whether to file by date or category. It was recommended that the event guide be presented in a calendar style.

36-2016 Moved by J. Gaffan seconded by D Quick that the committee receive N. Cobby's report.

CARRIED

F. BUSINESS/CORRESPONDENCE

G. MINUTES OF PREVIOUS MEETING

G.1. Tourism/ Economic Development committee meeting minutes dated Thursday, November 10, 2016 as presented for adoption.

37-2016 Moved by M. Stanak seconded by D. Hunt, that the Committee's Thursday November 10, 2016 minutes are received.

CARRIED

H. NEW AND UNFINISHED BUSINESS

H1. Recommended Trade Show involvement for 2017 Budget Consideration

D. Hunt presented his recommendations for future trade shows and explained his reasoning behind each recommendation. He narrowed his endorsement down further to the Zoomers Show and the Gourmet Food & Wine Expo. Tradeshow costs for both Zoomers and GF&WE were discussed. It was recommended that local wineries and restaurants also attend to ensure maximum impact.

H2. Proposed 2017 budget with recommended updates

P. Van Mierlo-West presented a hand out of the proposed 2017 budget with the recommended updates from the last EDT committee. There was discussion about electronic signs (billboards). It was requested that an example of the InspireHUB app be included in the budget presentation to Council. There was discussion about refreshing the signs at the borders to simplify the copy.

39-2016 Moved by J. Gaffan seconded by D. Quick, the Committee approves the budget with the requested adjustments.

CARRIED

H3. Updating costs of video/commercial

T. Hewitt provided a summary of additional production houses contacted for the MyKingsville video project, including Suede Productions, Media Street Productions, and CGI Communications. The committee weighed the advantages and disadvantages of each and compared the costs against Zeebrah Media.

I. OTHER BUSINESS

No other business.

J. ADJOURNMENT

40-2016 Moved by M. Lauzon seconded by D. Quick, the Committee adjourn the meeting at 7:45pm.

CARRIED

The Committee will meet again Thursday, February 9, 2017 at 6:30 p.m.



CHAIRMAN, Nelson Santos



Recording Secretary – Tara Hewitt



MINUTES

**REGULAR MEETING OF KINGSVILLE BIA
TUESDAY, JANUARY 10TH, 2017 AT 6:00 P.M.
Carnegie Arts & Visitor Centre, 28 Division St. S, Kingsville, Ontario**

A. CALL TO ORDER

Beth Riddiford called the Meeting to order at 6:02pm with the following persons in attendance:

Members of BIA Board: Tony Gaffan, Jason Martin, Beth Riddiford, Roberta Weston, Mike Lauzon, Tim Sala, Izabela Muzzin and Gord Queen

Members of Administration: Karen Wettlaufer

Regrets: Trevor Loop, Heather Brown

Absent: Brian Sanford

B. DISCLOSURE OF PECUNIARY INTEREST

Beth Riddiford reminded members that any declaration and its general nature is to be made prior to each item being discussed.

C. DELEGATIONS

D. AMENDMENTS TO THE AGENDA

E. ADOPTION OF ACCOUNTS

1. **BIA Coordinator/Karen Wettlaufer** – Re: BIA Accounts for the monthly period ending December 31st, 2016

BIA-001-2017 Moved by G. Queen, seconded by T. Sala, to approve the accounts.

CARRIED

F. STAFF REPORTS

1. **BIA Coordinator/Karen Wettlaufer** – Re: Monthly Activity

The Coordinator presented her written report. The Coordinator was directed to research the warranty for the clock.

The Board suggested topics for AGM speaker to include Tourism Windsor Essex Pelee Island (TWEPI) marketing plans for this area as well as tourism trends.

2. Council Representative

Gord Queen presented his written report to the Board.

Jason Martin indicated that the original flowers chosen by Cindy's for Canada 150 may not be available due to a difficult growing season. Regardless of the flowers used, they will definitely be red and white.

3. EDDK Representative

G. BUSINESS / CORRESPONDENCE – ACTION REQUIRED

- 1. Manager of Facilities and Property/Tim Del Greco – Re: Dec 15 email update regarding Snowflake Cost Sharing Program**

BIA-002-2017 Moved by G. Queen, seconded by T. Gaffan, to defer this to the next meeting.

CARRIED

- 2. Director of Municipal Services/Andrew Planke – Re: Dec 21 email regarding Hanging Baskets Program**

The email was discussed by the Board. At this time, the BIA will not pursue this idea.

H. MINUTES OF THE PREVIOUS MEETINGS

Regular Meeting – December 13th, 2016

BIA-003-2017 Moved by T. Gaffan, seconded by T. Sala, to approve the minutes.

CARRIED

I. BUSINESS/ CORRESPONDENCE - INFORMATIONAL

- 1. Office Support – Corporate Service/Stephanie Olewski - Re: December 12 email regarding By-law 123-2016, the deletion of the appointment of Stewart Wolf from the BIA.**

The Coordinator presented the By-law passed by Council.

J. NEW AND UNFINISHED BUSINESS

1. Facelift Grant Application – Re: Kingsville Plaza

BIA-004-2017 Moved by J. Martin, seconded by T. Sala, to approve the grant application for 9 businesses.

CARRIED

2. Chris Anson – Re: Dec 17 email regarding a BIA business/home based business trade show

The email was discussed by the Board. At this time, the BIA will not pursue this idea.

3. Project Ideas for 2018 Budget – Tony Gaffan suggested the Coordinator remind the Board in August or September for project ideas to consider for the 2018 budget.

4. Brick Selling and Carnegie Room Rental Promotion – Tony Gaffan suggested the Coordinator use photos of the existing Four Corner bricks to promote sales and photos of the Carnegie basement to promote room rental.

J. ADJOURNMENT

BIA-005-2017 Moved by T. Sala, seconded by T. Gaffan to adjourn this meeting at 7:06 p.m.

CARRIED



CHAIR, Beth Riddiford



RECORDING SECRETARY, Karen Wettlaufer

MINUTES



DRAINAGE ADVISORY COMMITTEE MINUTES
Wednesday, November 9, 2016 at 10:00 a.m.
Committee Meeting Room 'A'
2021 Division Road North, Kingsville, Ontario N9Y 2Y9

A. CALL TO ORDER

Chairperson, Larry Patterson called the Meeting to order at 9:57 a.m. with the following persons in attendance:

Members:

Larry Patterson
Thomas Neufeld
Richard Welker
Jeff Stephenson
Henry Denotter

Members of Administration:

Ken Vegh, Drainage Superintendent
Deputy Clerk – Administrative Services J. Alexander

Gerard Rood - Rood
Engineering

B. DISCLOSURE OF PECUNIARY INTEREST

Chairperson, Larry Patterson reminded members that any declaration and its general nature are to be made prior to each item being discussed.

C. PRESENTATIONS/DELEGATIONS

NONE PRESENTED

D. STAFF REPORTS

NONE PRESENTED

E. BUSINESS/CORRESPONDENCE

E.1. Better Farming, RE: Controlled Drainage- A Win Environmentally and Agronomically, issued November 15, 2016.

The Committee discussed the article and the research being completed. This approach would be beneficial for small farms but would be cost prohibitive for large scale farms.

F. MINUTES OF THE PREVIOUS MEETINGS

F.1. Adoption of the Committee Meeting Minutes of February 2, 2016.

6-2016 Moved by Henry Denotter, seconded by Jeff Stephenson, that the Committee adopts the February 2, 2016 minutes as presented.

CARRIED

G. NEW AND UNFINISHED BUSINESS

G.1. Drainage Superintendent, Ken Vegh Re: Update on the Train Court and Cedarhurst area projects.

Train court is in progress and waiting for other parties involved to sign off in agreement.

Cedarhurst-In progress and there is an on sight meeting on November 17 at 10:00 am to discuss possible solutions.

G.2. Notice of Motion from Council. Re: Drainage, Communication and Billing, issued on June 13, 2016 from Councillor Gord Queen.

The Committee discussed the timeframe on billing of drainage works and how the Town can improve communication with residents when drain work is completed. The committee agreed that the timing should be consistent and over a short time period. Ken Vegh indicated that town policy recommends waiting at least 6 months before billing to ensure there is no bank failure.

The Committee directed Ken Vegh to provide the committee with a draft statement of completed drainage upgrades to be mailed to the property owner for review at the next meeting.

G.3. GLASI: Great Lakes Agricultural Stewardship Initiative RE: Priority Sub watershed Project

Henry Denotter is involved with this project. The research collected is to provide a data base of information for Farmers in the area regarding types of soil, water levels and chemical found in the water. There are 20 farmers that qualify to be in the study.

G.4. Policy on Oversized Culverts

Ken Vegh discussed a new oversized culverts policy that would require all culverts to be oversized when being replaced or used in future construction.

7-2016

Moved by R. Welker, second by Henry Denotter that the Committee recommends to Council to adopt a new policy on oversized Culverts.

CARRIED

G.5. Review of County of Essex Road Maintenance

Ken Vegh brought a resident complaint forward to the Committee regarding drainage issues within the county.

H. ADJOURNMENT

8-2016

Moved by Henry Denotter, seconded by Richard Welker, the Committee adjourn the meeting at 11:05 a.m.

CARRIED

CHAIRMAN, Larry Patterson

**DEPUTY CLERK – ADMINISTRATIVE SERVICES,
Jennifer Alexander**



MINUTES

KINGSVILLE MUNICIPAL HERITAGE ADVISORY COMMITTEE WEDNESDAY, JANUARY 11, 2017 AT 7:00 PM

Committee Room "A", 2021 Division Road North, Kingsville

A. CALL TO ORDER

Dr. Miljan called the Meeting to order at 7:00 PM with the following members in attendance:

Members of Municipal

Heritage Advisory Committee:

Kim DeYong
Anna Lamarche
Margie Luffman
Mayor N. Santos
Lydia Miljan

Members of Administration:

S. Kitchen, Deputy Clerk-
Council Services

Absent: Elvira Cacciavillani, Annetta Dunnion, Corey Gosselin and Danielle Truax

Also in attendance: Ms. Veronica Brown, Researcher

B. DISCLOSURE OF PECUNIARY INTEREST

Dr. Miljan reminded the Committee 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. PRESENTATIONS/DELEGATIONS

None.

D. REPORTS

1. V. Brown—Ms. Brown continues to index the 1891 Census of Canada that describes the homes in Kingsville, Gosfield North and Gosfield South. The information recorded is building material (e.g. wood, log, brick, stone), storeys, and number of rooms.

E. MINUTES OF THE PREVIOUS MEETING

MH1-2017 Moved by K. DeYong, seconded by M. Luffman to adopt the December 13, 2016 Committee Minutes as presented.

CARRIED

F. BUSINESS / CORRESPONDENCE INFORMATIONAL

1. Approved invoices:
 - i) Kingsville Reporter—Invoice RE: Publication of Notice of Intention to Designate The Alfred J. Allworth House (755 Seacliff Dr.), dated January 3, 2017
 - ii) Kingsville Reporter—Invoice RE: Publication of Notice of Intention to Designate The Cowan-Valentine House (107 Elm St.), dated December 6, 2016
 - iii) Ricci, Enns, Rollier & Settrington—Account re: Registration of By-law 114-2016, being a By-law to amend By-law 102-2013, as it related to Designation of 189 Main St. West, Kingsville under the *Ontario Heritage Act*

The invoices were received for Information.

2. Correspondence from D. Nadasdi, dated November 17, 2016 (Received December 22, 2016) RE: 136 Mill St. West

Ms. Kitchen will respond to the correspondence indicating that the correspondence has been received, that the property is presently on the Town's Inventory List as a property of interest, and that the research will commence to be completed. This property is known as The Fred Crawford House.

3. Doors Open Ontario 2017—Organizer Registration Form and DOO Information and Guidelines (summary of entry criteria, program requirements and timelines)--The Guidelines were received for information. The Committee opted

not to participate in the 2017 DOO Event. It was noted that the Program's Interpretive theme in 2022 is 'Agriculture' and might be something to look toward for the future.

G. NEW AND UNFINISHED BUSINESS

1. Update re: Heritage Designation Plaques.

The draft bronze plaque 'proofs' will be presented at the February meeting for review and approval.

2. 49 Elm St.

A request was received from the property owner of 49 Elm St. seeking information. The email request will be forwarded to V. Brown for information.

3. Next scoring date

The Committee will look to book a date for site visits for property scoring in the Spring.

4. Insurance

Dr. Miljan confirmed that the Committee does not require replacement insurance coverage on heritage designated properties.

H. NEXT MEETING DATE

Wednesday, February 8, 2017

I. ADJOURNMENT

The meeting adjourned at 7:30 PM.

CHAIR, L. Miljan

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

THE UNION WATER SUPPLY SYSTEM
JOINT BOARD OF MANAGEMENT
MINUTES OF MEETING
HELD DECEMBER 21, 2016 AT 9 AM
IN KINGSVILLE COMMUNITY ROOM - KINGSVILLE ARENA

Members Present: Deputy Mayor MacDonald (Chair); Councillors Dunn, Hammond, Jacobs, Verbeke - Leamington
Mayor Nelson Santos (Vice-Chair); Councillors Gaffan, Neufeld, Patterson - Kingsville
Mayor McDermott - Essex

Members Absent: Councillor Diemer - Lakeshore

Staff Present: Shannon Belleau - Leamington

OCWA Staff
Present: Dale Dillen

Call to Order: 9:05 am

Disclosures of Pecuniary Interest: none

Adoption of Council Minutes:

No. UW-56-16

Moved by: Mayor Paterson

Seconded by: Councillor Jacobs

That Minutes of the UWSS Joint Board of Management meeting of November 16, 2016 be received.

Carried

Business Arising Out of the Minutes:

The Manager reminds members of the board that he had been instructed to seek alternative investments on behalf of the UWSS. He notes that he has been in contact with many financial institutions and is sorting through all of the information that has been provided. He had hoped to have the investments taken care of before Christmas but it appears that January is a more likely target. He further notes that Libro Credit Union and Windsor Family Credit Union are offering the UWSS the best options.

Status Update of the UWSS Operations & Maintenance Activities and Capital Works to December 16, 2016 and dated December 16, 2016

The Manager reviews his report with board members. He notes that OCWA staff remain busy performing maintenance and repairs. He indicates that Watech has been in to complete reservoir repairs and that Watech will be providing a report and/or pictures of the before and after work. He expects to receive this information in the New Year.

The Manager confirms that a new control valve on Clarifier #2 has been installed; the south holding pond was taken out of service, which will freeze over the winter and then in the summer it will be cleaned out and the material will be allowed to dry out (The Manager notes that he is still working with the MOE to determine a better use of the residual waste); a new actuator was replaced on Clarifier #1 and the new portable generator has arrived, been tested and is ready for use. The Manager indicates that he will inform local municipalities of the new generator and make it available to them (under a service agreement) when needs require this type of generator. He also confirms that monthly testing will occur but UWSS will be waiting for the summer to complete full field testing with the new generator.

Flows to date are up over the previous year and the previous four (4) year average, which is over budget.

No. UW-57-16

Moved by: Councillor Verbeke

Seconded by: Mayor McDermott

That report UW/20/16 dated June 15, 2016 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to July 15, 2016 is received.

Carried (UW/20/16)

Report UW/33/16 dated December 16, 2016 re: Draft 2017 UWSS Operations & Capital Budget

The Manager reviews his report with Board members. He notes that the information he is presenting to the Board today is slightly different than what was presented at the November meeting. He further explains that since the previous meeting he has received several engineering reports with cost estimates for several proposed projects, which is reflected in this new draft budget.

In order to determine the flows required for the budget he confirms that he uses the average of the previous four years, and stating that this will be slightly less than the 2016 flows as he wishes to remain on the conservative side. He briefly reviews the revenue expectations as well as the increase to the wholesale rate, effective April 1, 2017, as well as a similar rate increase to Highbury Canco. There is a brief discussion on Highbury Canco's rate increase and whether they receive the same rates Heinz did.

The Manager explains that that Highbury Canco does have the same rate structure that Heinz did. The Board further asks if other industries can receive the preferred rate of Highbury Canco. The Manager explains that Heinz originally received this rate as they were originally part of the system and now Highbury Canco receives this rate as a legacy rate. The Manager is working toward what he called a “hump back rate” wherein all large users would benefit from a tiered rate structure. This is something that would need to be agreed upon by the partner municipalities.

The Manager then moves on to the expenditures that are expected in 2017. He notes that OCWA’s budget remains very similar to 2016 which the exception of their CPI increase. The debt payments now only include the Sun Life Debt which will be ongoing until 2026. However, he is predicting an operational surplus for 2017 of \$1,798,000.

The Manager discusses the studies and testing programs that he feels the UWSS should participate in in 2017, such as water quality testing, Water Quality Masterplan, dissolved air flotation pilot testing and energy audit studies. He notes that he is continuing to work with the University of Windsor and possibly looking into solar panels for energy saving costs.

The Manager then moves on to the Capital Program, which is fairly hefty in nature, at \$2,895,000. He breaks down a list of capital improvements explaining that the two biggest items are the recoating of the Essex Water Tower (\$850,000) and a complete overhaul/upgrade of the SCADA system (\$1,250,000).

He continues on with the other capital items that will be addressed in 2017, such as the following:

- Filter media replacement for filters #5 and #7 at about \$140,000
- Drying out and digging out the south lagoon at a cost of \$100,000 and the Manager is hoping for a better management program after this year.
- Front entrance needs to be overhauled as it is leaking badly and there needs to be some cement work completed.
- Distribution system components and valves, the same value as 2016.
- Master meter replacement is entering its final year of a three (3) year program, only three (3) more need replacing.
- High Lift Pump #4 requires rehabilitation.
- Carbon scrubber system upgrade. This will help remove toxins associated with algae, however when deliveries occur a mess is generated. The upgrade hopes to eliminate this problem.
- Low Lift Pump #5 is on a maintenance schedule and is due for repairs in 2017.
- Security system install was to occur in 2016 however, it was an item that was not able to be worked on this year. The Manager is suggesting that UWSS convert over to an access card type of system that is used at many other municipal

- facilities. He confirms to the Board that UWSS is secure with cameras at all locations, but he wants to improve on that.
- UWSS is in the last year of window replacement and should be completed by the end of 2017.
- UWSS is also entering the last year of a turbidity meter and chlorine analyzer replacement program. He expects all to be installed by the end of 2017.
- The Manager reminds members that the microstrainer was removed from the WTP facility and now the floor over the large hole needs to be replaced in order to utilize the extra space.
- High Lift #1 Compressor will be replaced in 2017 as well.

The Manager then moves on to the six (6) year capital program and what the board can expect. He notes that over the next ten (10) years a lot of expensive items will require repair, replacement or upgrades. He notes several of importance:

- The Manager explains that he is considering a Dissolved Air Flotation for the clarifiers and why he feels this is a better system for the Ruthven WTP. He further explains that several other WTPs are using this options as it is best at removing algae. He notes the timeline of 2017/2018.
- During the 2019 year he is suggesting adding UV treatment after filtration, as this is lowest cost option that might work best for the Ruthven WTP. The Manager will be looking for possible grants and funding for this option,
- 2020 sees the Manager looking for residual management, rather than constantly cleaning out lagoons, rather finding a better way to handle the residuals.
- The watermain from Ruthven to Cottam Booster Station scheduled for 2021. He notes that he is suggesting that this watermain be oversized to increase flows to Essex, which in turn is better for Kingsville as well as Lakeshore.

The Manager explains to members of the Board that he is seeking budget approval today.

No. UW-58-16

Moved by: Councillor Verbeke

Seconded by: Councillor Patterson

That the Union Water Supply System Joint Board of Management (UWSS Board) adopts the Draft 2017 Operational and Capital Budget for the Union Water Supply System;

And further, that the UWSS Board endorses an increase of \$0.05 per thousand gallons (\$0.0109 per cubic metre) for UWSS wholesale Rate 1 from \$2.67 per thousand gallons (\$0.5868 per cubic metre) to \$2.72 per thousand gallons (\$0.5978 per cubic metre) to be put into effect on April 1, 2017.

And further, that the UWSS Board endorses an increase of \$0.05 per 1000 gallons (\$0.0109/m³) is proposed for the Highbury Canco preferred rate. The new proposed Highbury Canco rate would be \$2.00 per 1000 gallons (\$0.4395/m³) to take effect on April 1, 2017.

Carried

UWSS Joint Board of Management meeting dates for 2017

The Chair notes that these dates are for information purposes and have been provided to the clerks of each municipality.

Report UW/34/16 dated December 16, 2016 re: Payments from November 11 to December 16, 2016

No. UW-59-16

Moved by: Mayor Santos

Seconded by: Councillor Jacobs

That report UW/34/16 dated December 16, 2016 re: Payments from November 11 to December 16, 2016 is received.

Carried

New Business

The Manager reminds members of the Board of Councillor Hammond's earlier questions regarding the reduction of power costs. The Manager has been approached by NRG, which works in conjunction with IESO, about participating in a program that would call upon the UWSS to switch to generator power during high peak power days. In return the UWSS could potentially be paid if they were to switch to generator power. He further explains that NRG would require two test periods per year and the UWSS would receive payment for said tests, of approximately \$75,000. He further notes that the City of Guelph participates in this program. The Manager will be reviewing these agreements with the possibility of bringing back a report at a later date.

There is a brief discussion regarding the funding for said program. The Board suggests that the Manager should be contacting Hydro One about the increasing costs of hydro. The Manager indicates that the rates for Hydro One are set by the OPG rates and will not change if OPG does not change. He also confirms that OCWA is participating in this program and he is still looking into solar energy.

Adjournment

No. UW-60-16

Moved by: Councillor Patterson

Seconded by: Councillor Hammond

That the meeting adjourn at 10:32 am

Carried

Date of Next Meeting: Wednesday, January 18, 2017 at 9:00 am in the Kingsville Community Room of the Kingsville Arena

/kmj

THE UNION WATER SUPPLY SYSTEM
JOINT BOARD OF MANAGEMENT
MINUTES OF MEETING
HELD JANUARY 18, 2017 AT 9 AM
IN KINGSVILLE COMMUNITY ROOM - KINGSVILLE ARENA

Members Present: Deputy Mayor MacDonald (Chair); Mayor Paterson, Councillors Dunn, Hammond, Verbeke - Leamington
Mayor Nelson Santos (Vice-Chair); Deputy Mayor Queen (alternate), Councillors Gaffan, Patterson - Kingsville
Mayor McDermott - Essex
Councillor Diemer- Lakeshore

Members Absent: Councillor Neufeld - Kingsville
Councillor Jacobs - Leamington

Staff Present: Rodney Bouchard, Manager, UWSS
Khristine Johnson, recording secretary, UWSS

Municipal Staff Present: Andrew Plancke, Kevin Girard - Kingsville
Shannon Belleau - Leamington

OCWA Staff Present: Dale Dillen, Dave Jubenville, Susan Budden

Call to Order: 9:01 am

The Manager calls the meeting to order.

The Manager calls for nominations for the position of Chair.

No. UW-01-17

Moved by: Mayor Paterson

Seconded by: Mayor McDermott

That Deputy Mayor, Hilda MacDonald, is nominated to the position of Chair for the UWSS Joint Board of Management, for a term ending on December 31, 2017.

Carried

Deputy Mayor MacDonald accepts the nominations

No. UW-02-17

Moved by: Deputy Mayor Queen

Seconded by: Mayor Paterson

That the nominations for the position of Chair of the UWSS Joint Board of Management are closed.

Carried

Deputy Mayor MacDonald is acclaimed as Chair of the UWSS Joint Board of Management for a term of one year ending on December 31, 2017.

The Chair then assumes control of the meeting.

She then calls for nominations for the position of Vice-Chair

No. UW-03-17

Moved by: Mayor Paterson

Seconded by: Councillor Hammond

That Mayor, Nelson Santos, is nominated to the position of Vice-Chair for the UWSS Joint Board of Management, for a term ending on December 31, 2017.

Mayor Santos accepts the nomination.

No. UW-04-17

Moved by: Deputy Mayor Queen

Seconded by: Councillor Gaffan

That the nominations for the position of Vice-Chair of the UWSS Joint Board of Management are closed.

Mayor Santos is acclaimed as Vice-Chair of the UWSS Joint Board of Management for a term of one year ending on December 31, 2017.

Disclosures of Pecuniary Interest: none

Adoption of Council Minutes:

No. UW-05-17

Moved by: Councillor Verbeke

Seconded by: Mayor Paterson

That Minutes of the UWSS Joint Board of Management meeting of December 21, 2016 be received.

Carried

Business Arising Out of the Minutes:

There was none

Report UW/02/17 Status Update of the UWSS Operations & Maintenance Activities and Capital Works to January 13, 2017, dated January 13, 2017

The Manager indicates that there ongoing maintenance continues at all of the UWSS facilities. He informs members that the new portable generator has already been put to use over the holidays. A switch gear failure occurred at the Low Lift. Phasor was used to deliver the generator to the Low Lift while repairs were made.

The Manager informs members of another watermain break on the 12" line to Cottam. The repairs were made by Town of Kingsville staff on January 2nd.

He notes that Reservoir #2 expansion joint repairs have been completed and he is expecting a full report from Watech Services prior to next month's meeting. He also explains that all of the pipes at the Albuna Water Tower have been wrapped. It was noted that the Hydro One invoices for AWT were high and this will hopefully help reduce energy consumption.

The replacement of the inlet/outlet valves for Filters #2/#4 and flow meters are currently underway. The work will take several weeks.

The Manager informs members that the MOE Inspection Report has been received for the Town of Lakeshore with a rating of 100%. He further notes that the Town of Kingsville's MOE Inspection Report should be received prior to the February meeting.

The Manager then explains that the flows for 2017 are up slightly but with only 12 days to report on it does not provide a clear picture. He explains that he is unsure of the reason for the increased flows over the last month to month and half. He speculates that some of the newly built greenhouses have come on-line or perhaps greenhouses have planted earlier.

The board asks the Manager if there is a way to track flows and he explains that UWSS has billing meters and there is potential to see a general area of increase. He is finding that Gosfield North's flows seem to be higher.

The Board is happy to see that UWSS was able to utilize the new generator and is hoping the Manager can share his information with the Manager of Recreation Services for the Town of Kingsville. The Manager indicates that he would be happy to provide said information. Further the board is concerned with the continuing breaks on the 12 inch watermain to Cottam. Councillor Patterson indicates that he will support the Manager in moving this replacement project further up the timeline, as each break is costing approximately \$25,000.

Shannon Belleau notes that Highbury Canco has increased discharge flows through the Leamington Pollution Control and she notes they have increased several of the lines and this could account for the increased flows.

No. UW-06-17

Moved by: Deputy Mayor Queen

Seconded by: Councillor Diemer

That report UW/02/17 dated January 13, 107 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to January 13, 2017 is received.

Carried (UW/02/17)

Report UW/03/16 dated January 12, 2017 re: Revision to Schedule C (Proportional Water Consumption and System Interest) of the UWSS Transfer Order

The Manager reminds members of the Board that as part of the Transfer Order every four (4) years the Manager must review proportion owned by each municipality based on the previous four (4) year flows average. He notes the previous review took place in 2013 and reminds members of those numbers.

He then presents the numbers for 2017, based on flows from 2013-2016. He points out that Leamington's numbers have decreased by almost 6% and Kingsville's have increased by almost 6%. The change in flows can be attributed to several factors: the closing of Heinz; and a large greenhouse surge in Kingsville during the time period in question.

He states that these numbers will be used for the purposes of preparing Financial Statements until December 31, 2020, at which time system interest will be re-evaluated.

No. UW-07-17

Moved by: Mayor Paterson

Seconded by: Councillor Dunn

That the report UW/03/17 dated January 12, 2017 re: Revision to Schedule C (Proportional Water Consumption and System Interest) of the UWSS Transfer Order is received;

And

1. That UWSS system interests in Schedule C of the Transfer Order are updated as follows:

Municipality	Average Water Consumption (MIG/Year)	Proportional System Interest
The Corporation of the Municipality of Leamington	1,623	50.32%
The Corporation of the Town of Kingsville	1,309	40.57%
The Corporation of the Town of Essex	192	5.95%
The Corporation of the Town of Lakeshore	102	3.16%

2. That the municipalities of Leamington, Kingsville, Essex and Lakeshore be informed of this update to Schedule C of the UWSS Transfer Order. This update will apply from January 1, 2017 to December 31, 2020

Carried (UW/03/17)

Report UW/04/17 dated January 12, 2017 re: Chief Drinking Water Inspector Report for Ontario 2015-2016 and the Minister's Annual Report on Drinking Water 2016

The Manager indicates that this report is produced yearly by the Chief Drinking Water Inspector and sets out the progress of water testing in Ontario. He reviews each of the four member municipality results. He confirms that UWSS is meeting all of the standards and that there are no regulatory issues.

The Board asks the Manager why there are no longer boil water advisories as there were about 10 years ago. The Manager explains that after the Walkerton water crisis any test result that came back as not meeting the standard meant that a boil water advisory was called. Now the Windsor Essex County Health Unit (WECHU) is notified but generally instructs that the sample be retaken upstream and downstream and resubmitted. This is a secondary check usually the results of these samples come back within the standard.

No. UW-08-17

Moved by: Councillor Gaffan

Seconded by: Mayor Santos

That the CDWI's Report for 2015-2016 and the Minister's Annual Report for 2016 is received.

Carried (UW/04/17)

Report UW/05/17 dated January 13, 2017, re: Payments from December 16, 2016 to January 13, 2017

No. UW-09-17

Moved by: Mayor Paterson

Seconded by: Mayor McDermott

That report UW/05/17 dated January 13, 2017 re: Payments from December 16, 2016 to January 13, 2017 is received.

Carried (UW/05/17)

New Business

The Manager indicates to the board that he will be setting up a date for a workshop regarding the future proposed works as identified in the UWSS Water Quality Masterplan report that was prepared by Associated Engineering. He intends to have the engineering firm present and states that this will likely take several hours. He notes that he will not be tying the workshop in with a regular board meeting as he predicts it could be several hours long. He will be circulating dates in the near future.

Adjournment:

No. UW-10-17

Moved by: Deputy Mayor Queen

Seconded by: Councillor Patterson

That the meeting adjourn at 9:19 am

Carried

DATE OF NEXT MEETING: Wednesday, February 15, 2017 at 9:00 am in the Kingsville Community Room, Kingsville Arena



THE CORPORATION OF THE

Municipality of Neebing

Rosalie Evans,
Solicitor-Clerk
Erika Kromm,
Treasurer, Deputy Clerk

4766 Highway 61
Neebing, Ontario P7L 0B5
TELEPHONE (807) 474-5331
FAX (807) 474-5332
E mail – neebing@neebing.org

Councillors
Erwin Butikofer
Curtis Coulson
Bill Lankinen
Mike McCooye
Roger Shott
Brian Wright

Mayor Ziggy Polkowski

February 7, 2017

The Honourable Kathleen Wynne,
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

and

The Honourable Charles Sousa,
Minister of Finance
7 Queen's Park Crescent
7th Floor
Toronto, ON M7A 1Y6

Re: Carbon Tax Credits for Municipalities

Dear Honourable Premier and Minister:

Please be advised that, at its meeting held on February 1, 2017, the Neebing Municipal Council passed the following resolution for your consideration:

Res. No. 2017-01-027

Moved by: Councillor Butikofer
Seconded by: Councillor Shott

WHEREAS there are Provincial programs, including the Conservation Land Tax Incentive Program, and Provincial legislation which exempts some privately owned land parcels from all or some of the otherwise applicable municipal property taxes;

AND WHEREAS Ontario's municipalities bear the costs of these programs by having to provide services to these lands without receiving any revenue to defray the costs of those services;

AND WHEREAS Ontario is in the process of implementing a system of carbon taxes and carbon tax credits;

AND WHEREAS certain lands, such as vacant forested or cleared lands, may be eligible for carbon tax credits;

AND WHEREAS the benefit of a carbon tax credit may, at no expense to the Province, defray some or all of the costs to Ontario's municipalities for servicing tax exempt land;

THEREFORE BE IT RESOLVED THAT The Corporation of the Municipality of Neebing respectfully requests the Premier, the Minister of Finance and the Legislature, when considering the policies associated with carbon taxes and carbon tax credits, to accrue any carbon tax credits applicable to tax-exempt private properties within Ontario municipalities, to the Municipality in which the land is situate, rather than to the property owner;

AND THAT this resolution be sent to the Premier, the Minister of Finance, AMO, NOMA, the Thunder Bay District Municipal League; and all Ontario Municipalities for consideration and support.

Neebing Council respectfully requests a formal, written response.

All of the above is respectfully submitted.

Yours truly,



Rosalie A. Evans
Solicitor-Clerk

cc. Association of Municipalities of Ontario
Attention: Pat Vanini, Executive Director
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Northwestern Ontario Municipal Association
Attention: Kristen Oliver
P.O. Box 10308
Thunder Bay, ON P7B 6T8

Thunder Bay District Municipal League
c/o Beth Stewart
R.R.#1
Kakabeka Falls, Ontario
P0T 1W0

All Ontario Municipalities (by email only)

February 3, 2017

The Honourable Dr. Eric Hoskins
Minister of Health and Long-Term Care
Hepburn Block, 10th Floor
80 Grosvenor Street
Toronto, Ontario M7A 2C4

Dear Minister Hoskins:

Opioid Addiction and Overdose

On January 19, 2017, at a regular meeting of the Board of the Windsor-Essex County Health Unit, Administration brought forward a letter supported by the Middlesex-London Health Unit regarding improved opioid prescription practices and access to life-saving naloxone.

The Windsor-Essex County Board of Health supported the recommendation from the Middlesex-London Health Unit to better inform Canadians about the risks of opioids, improve prescribing practices, reduce easy access to unnecessary opioids, support better treatment options, and improve the national evidence base. Through collaboration with CPSO, a comprehensive set of guidelines related to counselling, prescribing practices, and naloxone administration would ensure that physicians have the tools needed to address the unnecessary overdose and death associated with the abuse and misuse of these medications.

The Windsor-Essex County Board of Health further commends the Ontario Government on their decision to develop a comprehensive strategy to address opioid misuse and addictions. With increasing rates of opioid prescription and overdose in Ontario, there exists an urgent need to create a comprehensive multi-sectoral approach to prevent the unnecessary deaths caused by the abuse and misuse of opioids. The Windsor-Essex County Board of Health agrees with the stance from Middlesex-London that engagement of physicians through CPSO represents a reasonable starting point to address the issue from the prescription and overdose prevention perspectives. This approach, coupled with improved access to naloxone, will ensure that all opioid users have access to the education and lifesaving medication they need to prevent unnecessary death.

Sincerely,



Gary McNamara
Chair, Windsor-Essex County Board of Health



Gary M. Kirk, MPH, MD
CEO & Medical Officer of Health

c: Chief Medical Officer of Health of Ontario
Ontario Public Health Association
Brian Masse, MP Windsor-West
Dave Van Kesteren, MP Chatham-Kent — Leamington
Lisa Gretzky, MPP Windsor-West
Municipal Councils in Windsor-Essex – (County Clerks)
Windsor-Essex County Board of Health

Association of Local Public Health Agency
Cheryl Hardcastle, MP Windsor-Tecumseh
Tracey Ramsey, MP Essex
Percy Hatfield, MPP Windsor-Tecumseh
Taras Natyshak, MPP Essex
Ontario Boards of Health

February 3, 2017

The Honourable Dr. Eric Hoskins
Minister of Health and Long-Term Care
Hepburn Block, 10th Floor
80 Grosvenor Street
Toronto, Ontario M7A 2C4

Dear Minister Hoskins:

Marijuana controls under Bill 178, Smoke-Free Ontario Amendment Act, 2016

On January 19, 2017, at a regular meeting of the Board of the Windsor-Essex County Health Unit, Administration brought forward a letter supported by the Simcoe Muskoka District Health Unit regarding the inclusion of Marijuana as a prescribed product or substance under Bill 178, Smoke-Free Ontario Amendment Act, 2016.

The Windsor-Essex County Board of Health supports the position of Simcoe Muskoka District Health Unit recommending the enactment of the Smoke-free Ontario Amendment Act which received Royal Assent on June 9, 2016, as well as their suggestion to include medicinal and recreational marijuana as a prescribed substance within the regulations. By utilizing the strong framework set forth in the Smoke-free Ontario Strategy, the provincial government will take advantage of an established and effective means to address the risks associated with the use of these products using the three pillar approach of prevention, protection, and cessation.

As a result, the risks associated with increased uptake of marijuana will be mitigated through appropriate and consistent regulation, and exposure to smoking behaviour in public spaces will be minimized. Increased access to marijuana poses a significant public health concern with the most notable negative outcomes tied to impaired driving, exacerbation of mental illness and addictions, and potential harms to the children of pregnant or lactating women. First and second-hand marijuana smoke also contains known carcinogens and exposure to either can lead to respiratory or cardiovascular disease.

The Windsor-Essex County Board of Health applauds the efforts of the Ontario Government in the development of the Smoke-free Ontario Amendment Act, and the inclusion of marijuana as a prescribed substance is a practical and feasible means through which to lessen the potentially negative public health impacts of legalization. Should this approach be taken, and the enforcement behaviours fall within the scope of Ontario public health units, it is further recommended that sustainable funding and tailored enforcement training be provided.

Lastly, it is recommended that the above-mentioned protections are expanded into the Electronic Cigarettes Act, where the prohibitions related to use in public spaces have yet to be enacted. The vaping of medicinal and recreational marijuana, in any form, also represents a concern related to exposure to smoking behaviour and the unintended inhalation of second-hand smoke.

Sincerely,



Gary McNamara
Chair, Windsor-Essex County Board of Health



Gary M. Kirk, MPH, MD
CEO & Medical Officer of Health

c: Chief Medical Officer of Health of Ontario
Association of Local Public Health Agency
Ontario Public Health Association
Cheryl Hardcastle, MP Windsor-Tecumseh
Brian Masse, MP Windsor-West
Tracey Ramsey, MP Essex
Dave Van Kesteren, MP Chatham-Kent — Leamington
Percy Hatfield, MPP Windsor-Tecumseh
Lisa Gretzky, MPP Windsor-West
Taras Natyshak, MPP Essex
Municipal Councils in Windsor-Essex – (County Clerks)
Ontario Boards of Health
Windsor-Essex County Board of Health

References: [Simcoe-Muskoka - Letter to Minister Hoskins - Marijuana and Bill 178](#)

**MUNICIPALITY OF PORT HOPE
RESOLUTION**

Date: 07 Feb 2017

05/2017

MOVED BY:

 P

SECONDED BY:

 F

WHEREAS the Fire Protection and Prevention Act, 1997, legislates that fire protection, public education and fire protection services are a mandatory municipal responsibility;

AND WHEREAS there are total of 449 Fire Departments operating in the Province of Ontario comprised of 32 Full-time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full-time Firefighters, 19,347 Volunteer Firefighters and 343 Part-time Firefighters staffing these departments;

AND WHEREAS the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

AND WHEREAS the Municipal Fire Department and associated assets represent critical municipal infrastructure;

AND WHEREAS there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Port Hope hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Government's Infrastructure Strategy to Move Ontario Forward;

AND BE IT FURTHER RESOLVED THAT a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Lou Rinaldi, MPP for Northumberland-Quinte West, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.



Mayor R.J. Sanderson

Creating an Invasive Plant Management Strategy

Join us for a FREE workshop

Invasive plants are causing significant negative impacts to Ontario's natural environment, economy, and society and municipalities are a key component in the fight against invasive plants.

Join the Ontario Invasive Plant Council (OIPC), in partnership with the Essex Region Conservation Authority, with financial support by the Invasive Species Centre, to learn how to develop an invasive plant management strategy for your municipality, or community, or to strengthen an existing one.

Photo courtesy of Lambton Shore Phragmites Community Group.

When: Thursday March 9, 2017

Time: 9:00 am to 2:00 pm (Registration at 8:30)

Location: Essex Centre Sports Complex
60 Fairview Avenue, West, Essex, ON, N8M1Y1

To Register: **Space is limited for this event.** [Click here](#) to register.

Please RSVP no later than March 3, 2017.

For more information, contact

Kellie Sherman, Program Coordinator, Ontario Invasive Plant Council
kellie@oninvasives.ca | 705.748.6324 x. 243

What to expect

- ✓ An overview of how to create an Invasive Plant Management Strategy (Framework developed by the OIPC with funding from the Invasive Species Centre)
- ✓ An overview of the Invasive Species Act and its relevance to municipalities
- ✓ Invasive plant management strategy case study presentations and a round-table discussion

Refreshments and Lunch will be provided!

The Ontario Invasive Plant Council (OIPC) is a coalition of government, non-government, Indigenous groups and academic institutions working together to respond to the growing threat of invasive alien plant species in Ontario.



P.O. Box 129, 1 Bailey Street, Port Carling, Ontario, P0B 1J0
Website: www.muskokalakes.ca
Phone: 705-765-3156
Fax: 705-765-6755

OUR FILE: C-09, A01, A16

February 9, 2017

The Honourable Kathleen Wynne, Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Reference: Resolution re: Fire Protection and Prevention Act, 1997.

Dear Premier Wynne;

At the regular meeting of the Committee of the Whole held on December 15, 2016 the attached resolution was passed and subsequently ratified by Council on January 13, 2017.

This resolution endorses and further strengthens the Township of McKellar resolution 16-384, a copy of which is attached, regarding the lack of funding opportunities for Fire Department infrastructure within the Provincial Government's Infrastructure Strategy to Move Ontario Forward.

Thank you for your attention to this matter.

Yours truly,

Cheryl Mortimer
Clerk

c.c. Hon. Marie-France Lalonde, Minister of Community Safety and Correctional Services
Hon. Brad Duguid, Minister of Economic Development and Growth
Norm Miller M.P.P. Parry Sound – Muskoka
Association of Municipalities of Ontario (AMO)
The Federation of Northern Ontario Municipalities (FONOM),
The Rural Ontario Municipal Association (ROMA)
All Ontario municipalities

Encl
/ch



COMMITTEE OF THE WHOLE

Agenda Reference 8.c.1.

DATE: December 15, 2016

RESOLUTION NUMBER: COW-17-15/12/16

MOVED BY:

SECONDED BY:

[Handwritten signatures]

Whereas the Fire Protection and Prevention Act, 1997, legislates that fire prevention, public education are a mandatory municipal responsibility and fire protection services are provided based off needs and circumstances;

And Whereas there are a total of 449 Fire Departments operating in the province comprised of 32 Full-Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;

And Whereas the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

And Whereas the Municipal Fire Department and associated assets represent critical municipal infrastructure;

And Whereas there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating, or capital requirements of local fire departments;

And Whereas there is continued pressure for emergency responses and increasing natural & man-made disasters in which the municipality must take a lead role;

Now therefore be it resolved that the Committee of the Whole recommend that the Council of the Township of Muskoka Lakes hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Governments Infrastructure Strategy to Move Ontario Forward;

And further that the Clerk forward a copy of this resolution to the Premier of Ontario, the Ministry of Community Safety & Correctional Services, the Minister of Economic Development, Employment and Infrastructure, Norm Miller, MPP for Parry Sound-Muskoka, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.

RECORDED VOTE:

NAYS

YEAS

COUNCILLOR BARANIK (Deputy Mayor)
COUNCILLOR BARRICK-SPEARN
COUNCILLOR CURRIE
COUNCILLOR EDWARDS
COUNCILLOR HARDING
COUNCILLOR HAYES (Acting Deputy Mayor)
COUNCILLOR LEDGER
COUNCILLOR McTAGGART
COUNCILLOR NISHIKAWA
MAYOR FURNISS
TOTALS

MOTION DEFEATED []
MOTION CARRIED [X]

[Signature]
CHAIR

Township of McKellar

P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

VIA EMAIL

November 22, 2016

The Honourable Kathleen Wynne
The Honourable Brad Duguid
The Honourable Bob Chiarelli
Norm Miller, MPP for Parry Sound-Muskoka
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
Rural Ontario Municipal Association (ROMA)
All Ontario Municipalities

Please be advised that at its regular meeting held, Monday November 21, 2016 the Council of the Township of McKellar passed the following resolution:

RESOLUTION: 16-384

WHEREAS the *Fire Protection and Prevention Act, 1997*, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility;

AND WHEREAS there are a total of 449 Fire Departments operating in the province comprised of 32 Full-Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full-Time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;

AND WHEREAS the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

AND WHEREAS the Municipal Fire Department and associated assets represent critical municipal infrastructure;

AND WHEREAS there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

NOW THEREFORE BE IT RESOLVED that the Council of the Township of McKellar hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Governments Infrastructure Strategy to Move Ontario Forward;

AND FURTHER that a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Norm Miller, MPP for Parry Sound-Muskoka, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.

As per the above resolution, please accept this correspondence for your information and consideration.

If you have any questions please do not hesitate to contact undersigned.

Sincerely,

Shawn Boggs
Clerk Administrator
Township of McKellar



Corporation of the Municipality of Thames Centre

4305 Hamilton Road, Dorchester, Ontario N0L 1G3 ~ Phone 519-268-7334 ~ Fax 519-268-3928 ~ www.thamescentre.on.ca ~ inquiries@thamescentre.on.ca

February 7, 2017

Honourable Kathleen Wynne, Premier of Ontario
Legislative Building – Room 281
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Wynne:

At its last regular meeting held on February 6, 2017, the Council of The Corporation of the Municipality of Thames Centre reviewed a resolution enacted by the Council of the Town of New Tecumseth, at its regular meeting held on January 16, 2017, with regard to funding for Fire Department Infrastructure.

I wish to advise that the Thames Centre Council enacted the following resolution:

"WHEREAS the Council of the Municipality of Thames Centre, hereby supports the Council of the Town of New Tecumseth's resolution, passed at its meeting held on January 16, 2017, to have the municipal fire service recognized as critical infrastructure;

AND WHEREAS the Fire Protection and Prevention Act, 1997, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility;

AND WHEREAS there are a total of 449 Fire Departments operating in the province comprised of 32 Full Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full-Time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;

AND WHEREAS the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

AND WHEREAS the Municipal Fire Department and associated assets represent critical municipal infrastructure;

AND WHEREAS there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Thames Centre hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Government's Infrastructure Strategy to Move Ontario Forward;

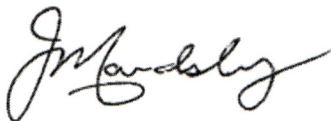
AND FURTHER THAT a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Jeff Yurek, MPP for Elgin-Middlesex-London, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities."

The Council respectfully requests that consideration be given to provide funding for Fire Department Infrastructure as part of the Provincial Government's Infrastructure Strategy.

Thank you.

Sincerely,

The Corporation of the Municipality of Thames Centre

A handwritten signature in black ink, appearing to read 'Jim Maudsley', written in a cursive style.

Jim Maudsley
Mayor

cc: Minister of Economic Development, Employment and Infrastructure
Jeff Yurek, MPP, Elgin-Middlesex-London
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
Rural Ontario Municipalities Association (ROMA)
All Ontario Municipalities
Town of New Tecumseth

January 26, 2017

Via Email

To: All Ontario Municipalities

Re: Municipal Fire Department Infrastructure

Please be advised that Council adopted the following motion at their meeting of January 16, 2017;

WHEREAS the Fire Protection and Prevention Act, 1997, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility;

AND WHEREAS there are a total of 449 Fire Departments operating in the province comprised of 32 Full Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full Time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;

AND WHEREAS the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

AND WHEREAS the Municipal Fire Department and associated assets represent critical municipal infrastructure;

AND WHEREAS there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

BE IT RESOLVED THAT the Council of the Corporation of the Town of New Tecumseth hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Government's Infrastructure Strategy to Move Ontario Forward;

AND FURTHER THAT a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Jim Wilson, MPP for Simcoe-Grey, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.

Yours truly,

A handwritten signature in cursive script, reading "Cindy Anne Maher".

Cindy Anne Maher CMO
Clerk/Director of Administration Services



TERMS OF REFERENCE
COMMUNITIES IN BLOOM

Approved: November 9, 2015

COMMITTEE PARTICULARS

Type:

Advisory, reporting to the Parks, Recreation, Arts and Culture Committee

Authorizing or Mandating Legislation:

Date of Formation:

January 2016

Term:

January 1, 2016 to November 30, 2018

Evaluation Date: January 2019

Meeting Frequency:

Monthly

Resource:

- Parks and Recreation Program Manager
- Municipal Services
- Kingsville BIA
- Manager of Municipal Facilities & Property

Staff Support:

As determined by the Parks and Recreation Program Manager

Number of Council Members:

Two

Number of Community Members:

Ten minimum

Procedural By-law:

By-law [105-2011](#), as amended from time to time

Remuneration:

None

LINK TO STRATEGIC PLAN

To promote the general betterment and positive self-image of our community using the identified strengths that exist in the community.

PURPOSE

Purpose is to work with the Municipality, Businesses and Individuals to prepare the Town of Kingsville for the annual Communities in Bloom Judges' Tour.

SCOPE OF WORK

The Committee shall:

- plan, organize and operate the annual Communities in Bloom tour in collaboration with the Parks and Recreation Department, Municipal Services, Local businesses and individual

- homeowners
- act as and recruit volunteers to assist in the operation of the annual Communities in Bloom Tour
- develop methods and new ideas to maintain the sustainability and build upon the tourism draw of the Annual Communities in Bloom Program

REQUIRED SKILLS

X Strategy	X Project Management	Finance/Accounting	X Communications
X Risk Management	X Business Management	Legal	Critical Thinking / Analysis
X Stakeholder Relations	Land Use Planning		

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 13 - 2017

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

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

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

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

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

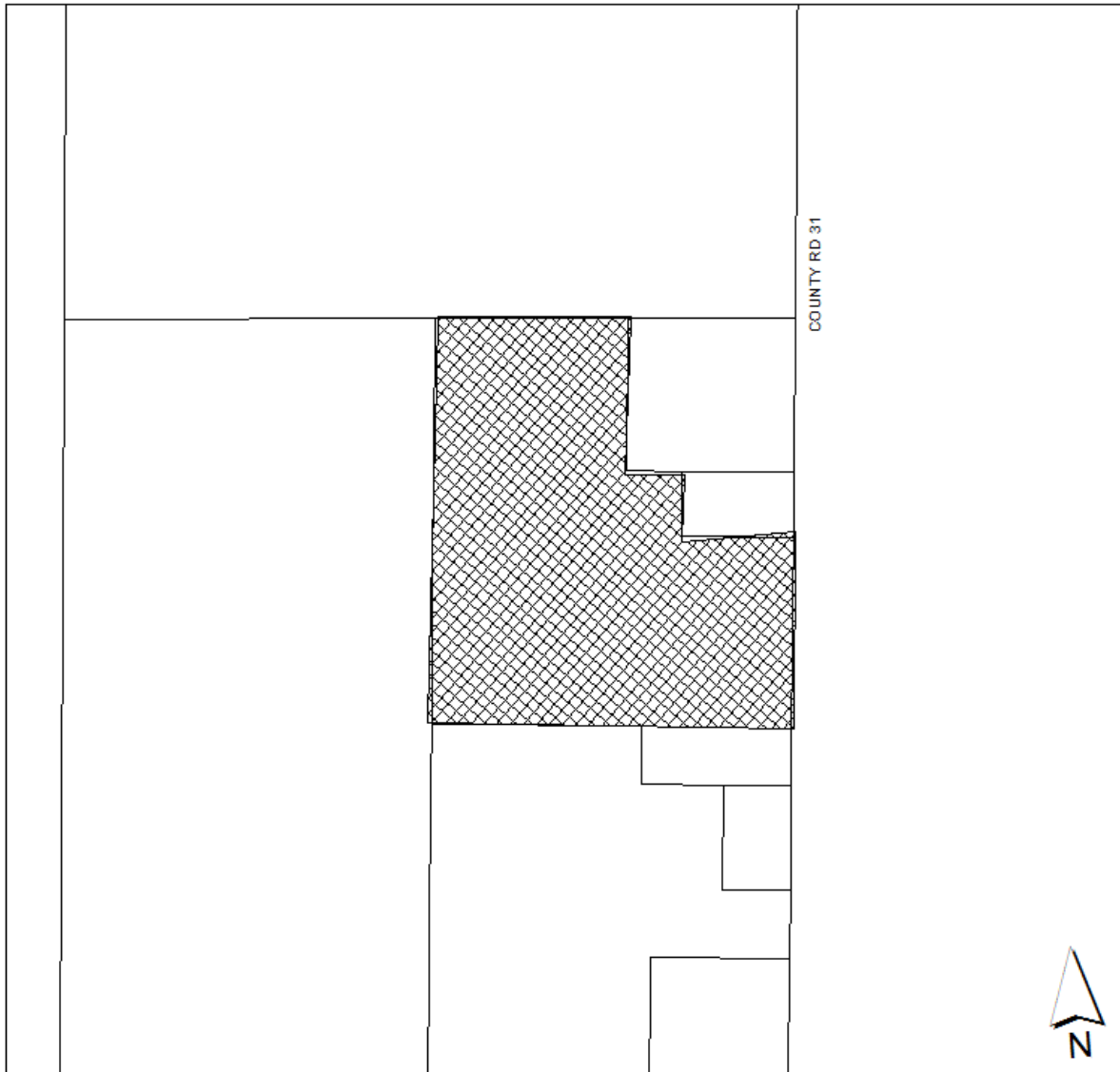
1. Schedule "A", Map 61 of By-law 1-2014 is hereby amended by changing the zone symbol on a 4.667 ac. portion of land known municipally as, 1579 Albuna Townline, Pt. Lot 18, CON 8, as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture – Restricted (A2)'.
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 27th day of February, 2017.

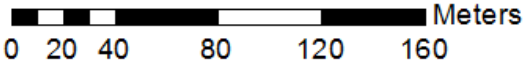
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule A



Sunvalley Hydroponics Ltd.
1579 Albuna Townline
Pt. Lot 18, Concession 8
3711 290 000 19701
ZBA/03/17



Schedule "A", Map 61 of By-law 1-2014 is hereby amended by changing the zone symbol on a 4.667 ac. portion of land known municipally as, 1579 Albuna Townline, Pt Lot 18, CON 8, as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture Restricted (A2)'.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 14 - 2017

Being a by-law to designate a certain property, including land and buildings, known as The Alfred J. Allworth House (755 Seacliff Dr., Kingsville) as being of cultural heritage value or interest under the provisions of the Ontario Heritage Act, R.S.O. 1990, c.O.18 as amended

WHEREAS Section 29 of the *Ontario Heritage Act* authorizes the council of a municipality to enact by-laws to designate real property, including all the buildings and structures located thereon, to be of cultural heritage value or interest;

AND WHEREAS the Council for The Corporation of the Town of Kingsville has consulted with the Kingsville Municipal Heritage Advisory Committee with respect to the designation of 755 Seacliff Dr. as being of cultural heritage value or interest;

AND WHEREAS authority was granted by Council to designate such property;

AND WHEREAS the Council for The Corporation of the Town of Kingsville has caused to be served upon the owner of the lands municipally known as 755 Seacliff Dr., Kingsville and upon the Ontario Heritage Trust, Notice of Intention to Designate the foregoing property and has caused the Notice of Intention to be published in a newspaper having general circulation in the municipality as required by the *Ontario Heritage Act*;

AND WHEREAS the statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property are set out in Schedule "A" to this By-law;

AND WHEREAS no notice of objection to the proposed designation of the foregoing property has been served on the Clerk for The Corporation of the Town of Kingsville.

NOW THEREFORE the Council for The Corporation of the Town of Kingsville enacts as follows:

1. That the property known as The Alfred J. Allworth House and municipally known as 755 Seacliff Dr., including lands and buildings, more particularly described in Schedule "B" attached to this By-law, is hereby designated as being of cultural heritage value or interest under Part IV of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as amended;
2. That the municipality's solicitor is hereby authorized to cause a copy of this By-law to be registered against the property described in Schedule "B" to this By-law in the proper Land Registry Office;
3. That the Clerk of The Corporation of the Town of Kingsville is hereby authorized to cause a copy of this By-law to be served upon the owners of the aforesaid property and upon the Ontario Heritage Trust, and to cause notice of this By-law to be published in a newspaper having general circulation in The Corporation of the Town of Kingsville as required by the *Ontario Heritage Act*;

4. That Schedules “A” and “B” form an integral part of this By-law.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 27th day of February, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

**The Corporation of the Town of Kingsville
By-law 14-2017**

Schedule “A”
755 Seacliff Dr., Kingsville, Ontario
The Alfred J. Allworth House

Description of Property: The Alfred J. Allworth House

Constructed in 1887, the Alfred J. Allworth House is a 2-storey house built in the Craftsman style located at 755 Seacliff Drive.

Statement of Cultural Heritage Value or Interest:

The building’s cultural value lies in its association with Alfred J. Allworth (1843-1930) who was born in St. Thomas. Alfred J. Allworth married Emily Hillis in St. Thomas on September 3rd 1867 and together they had 5 children; Bertha, Ethel, Maggie, Lawrence and Edward. His daughter Ethel passed away in St. Thomas in 1901 and his son Edward at one point operated a cash store in Kingsville. His daughter Bertha married Ernest Lionel White of Montreal who was the brother of Dr. White of Kingsville. Mr. Allworth’s father, who happened to also be named Alfred Allworth, was a frequent visitor in town and he passed away in 1897 at the age of 77. Mr. Allworth’s uncle, Dr. Allworth, was a landowner in town who, at one point in time, owned the parcel of land adjacent to Mr. Allworth. Additionally, in 1892, Dr. King, Dr. Allworth, Dr. Drake, J.W. King and Alfred Allworth were reported to have extended the hospitality of their houses to a large gathering of people young and old from Kingsville and Leamington that culminated at the residence of Angus Wigle.

Upon arriving in Kingsville, Alfred J. Allworth began his Lake View Vineyard, where, in 1871 he was listed as a vineyard operator in the town of Kingsville. The grapes grown at his Lake View Vineyard won several awards throughout the years. Beginning in 1878, Mr. Allworth’s Black and Amber grapes won 2nd place and 1st, 2nd and 3rd place respectively at the South Riding Fair. Afterwards, Mr. Allworth’s Black, Amber, Concord, Delaware and Diana grapes would go on to win multiple county fair awards through 1897. Furthermore, beginning as early as 1885, Mr. Allworth was manufacturing wine producing four thousand gallons using thirteen tons of grapes. In relation to his work on the vineyard, in 1890 Mr. Allworth was elected Vice-President of the newly formed Essex County Horticultural Society.

Although Alfred J. Allworth operated a successful vineyard he was also employed as a clerk at J. H. Smart’s bank. In early 1883, Mr. Smart’s bank and the adjoining post office were robbed and Alfred J. Allworth was victimized in the process. On the particular night, Alfred J. Allworth was checking the bank at Mr. Smart’s behest. Upon unlocking the door and checking inside, three armed men confronted Mr. Allworth pointing revolvers at his head and ordering him to keep quiet whilst covering his eyes. Mr. Allworth was handcuffed while one of the men searched his pockets for his keys. Once the keys were found the men looted the vault and post office taking \$1,800 in cash and \$700 worth of jewelry. After having looted the building, the armed men proceeded to gag Mr. Allworth as well as tie and bind his hands and legs. The armed men then locked Mr. Allworth inside the vault, cut the telephone wire leading out of the store and cut down three telephone poles as they fled. The next morning, Mr. Allworth was freed from the vault alive but worse for wear. Following the robbery, Mr. Allworth recovered from his ordeal and twenty citizens in town armed themselves with muskets and clubs on the lookout for more robbers.

In 1900, Mrs. Alfred Allworth's sister Mrs. (Dr.) Leitch of St. Thomas passed away and bequeathed \$10,000 in cash as well as all jewels and Mrs. Leitch's share of her father's estate totaling \$18,000. Then in the 1901 Census, Emily Allworth is listed as living in St. Thomas with four of her children while Mr. Allworth is listed as a dry goods merchant living in Kingsville. Further, in 1909 Mr. Allworth and several others left Calgary on a fishing expedition in the Rockies. They intended to visit certain lakes but their compass had broken and they became lost. They travelled for ten days on a diet of pancakes, fish and tea and towards the end were depleted in rations. On the tenth day however, they found their way to a ranch in British Columbia which was 250 miles and five mountain ranges from which they came. Afterwards, according to the 1911 Census, Emily Allworth again was listed as living in St. Thomas while Mr. Allworth was listed as living in Alberta. Mr. Allworth passed away January 11th 1930 at the age of 87.

Description of Heritage Attributes:

Key attributes that embody the heritage value of the Alfred J. Allworth house:

The Alfred J. Allworth House was constructed in 1887 by W. Longland as a 2-storey house in the Craftsman style. The house was to be constructed as 30x34 with a cellar underneath and verandah in both the front and rear.

Exterior features include:

- Cut fieldstone porch (pillars & base)

Interior features include:

- Heated floor installed by Owen Wigle
- Main level hardwood flooring
- Oak swinging door
- 12 lite beveled oak door

The Corporation of the Town of Kingsville
By-law 14-2017

SCHEDULE “B”

Description:

PT BLK A PL 1423 GOSFIELD SOUTH PT 1 12R14230; KINGSVILLE

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 25-2017

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

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

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

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

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

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

6.6.12 'RURAL RESIDENTIAL EXCEPTION 12 (RR-12)'

For lands shown as 'A1' on Map 7 Schedule "A" of this By-law.

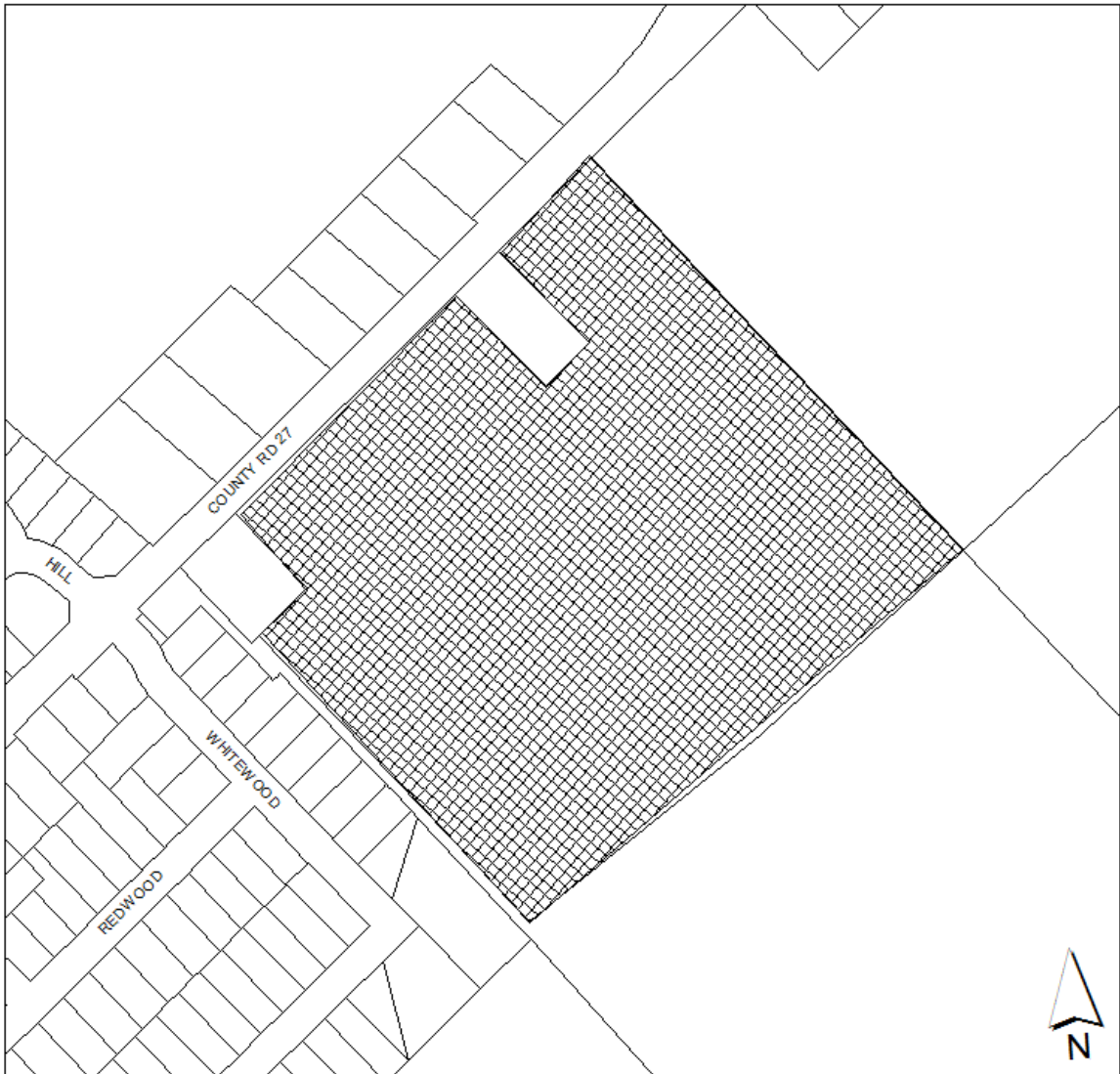
- a) Permitted Uses
Those uses permitted under Section 6.6
 - b) Permitted Buildings and Structures
Those buildings and structures permitted under Section 6.6.
 - c) Zone Provisions
 - i) Notwithstanding any other provisions of this by-law to the contrary, the following provisions shall apply to lands zoned (RR-12):
 - i. 150 m minimum rear yard setback for all buildings and structures
2. Schedule "A", Map 7 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as 182 County Road 27 E, CON NTR, PT Lot 269, R900147 save & except Part 1, 12R23403, as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture (A1)' to 'Rural Residential Exception 12 (RR-12)'.
 3. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 27th day of February, 2017.

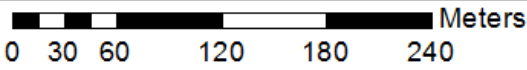
MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule A



182 County Road 27 E
CON NTR, PT Lot 269
R900147 save & except Part 1, 12R23403
3711 270 000 06100
ZBA/13/16



Schedule "A", Map 7 of By-law 1-2014 is hereby amended by changing the zone symbol on a 23.99 ac. portion of land known municipally as, 182 County Road 27 E, CON NTR, PT Lot 269, R900147 save & except Part 1, 12R23403, as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Rural Residential Exception12 (RR-12)'.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 29 - 2017

Being a By-law authorizing the entering into of an Application-Based Component Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario (Ontario Community Infrastructure Fund Top-Up Application Component / Park Street Road Reconstruction Project; File Number: OCIF AC3-3147)

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

WHEREAS The Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter into an Application-Based Component Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs, for the project described as the Park Street Road Reconstruction.

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

1. **THAT** the Town enters into and executes with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs, an Ontario Community Infrastructure Fund – Application-Based Component Agreement (Ontario Community Infrastructure Fund Top-Up Application Component / Park Street Road Reconstruction), attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** Mayor Nelson Santos and Clerk Jennifer Astrologo are hereby authorized and directed on behalf of the Town to execute the said Application-Based Component 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 27th day of February, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

The Corporation of the Town of Kingsville
(CRA# 108127523)

(the “**Recipient**”)

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component.

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and the Province wishes to provide funding for the Project.

The Recipient is eligible to receive funding under the Application-Based Ontario Community Infrastructure Fund to undertake a Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms And Conditions,
Schedule “B” – Additional Terms And Conditions,

Schedule “C” – Operational Requirements Under The Agreement,
Schedule “D” – Project Description,
Schedule “E” – Eligible And Ineligible Costs,
Schedule “F” – Financial Information,
Schedule “G” – Aboriginal Consultation Requirements,
Schedule “H” – Communications Protocol, and
Schedule “I” – Reports,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

- 2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

- 3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Program, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw
Title: Assistant Deputy Minister,
Economic Development Division

Date

I have the authority to bind the Province pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF KINGSVILLE

Signature: _____
Name: _____
Title: _____

Date

**AFFIX CORPORATE
SEAL**

Signature: _____
Name: _____
Title: _____

Date

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Additional Provisions” means the terms and conditions referred to in section A10.1 of Schedule “A” to this Agreement and specified in Schedule “B” of this Agreement.

“AGA” means the *Auditor General Act*.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Conflict Of Interest” includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

“Consultant” means any person the Recipient retains to undertake any part of the work related to this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section A16.1 of Schedule “A” this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section C2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Holdback” means the amount, set out under section F2 of Schedule “F” of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Maximum Funds” means the amount set out under section F1 of Schedule “F” of this Agreement.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “D” of this Agreement.

“Project Completion Date” means the date set out under section C3 of Schedule “C” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

- A1.3 Conflict.** Subject to section A10.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2

EFFECTIVE DATE AND DURATION OF AGREEMENT

- A2.1 Effective Date Of Agreement.** This Agreement will take effect on its Effective Date.

- A2.2 Expiration Date Of Agreement.** This Agreement will expire on its Expiration Date.

ARTICLE A3

REPRESENTATIONS, WARRANTIES AND COVENANTS

- A3.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient's ability to complete the Project;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

- A3.2 Execution Of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

- A3.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A3.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking the Project or to meet any other term or condition under this Agreement.

A3.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.

A3.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

A3.7 Recipient's Representations, Warranties And Covenants For The Benefit Of The Province. The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule "A" of the Agreement are for the sole benefit of the Province.

A3.8 Provincial Reliance On Recipient's Representations, Warranties And Covenants. The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Article A3 of Schedule "A" of this Agreement.

ARTICLE A4 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project.
- (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A4.2 Limitation On Payment Of Funds. Despite section A4.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A14.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any instalments of Funds until the Province is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based upon the Province's assessment of the information provided by the Recipient pursuant to Article A8 of Schedule "A" of this Agreement;
- (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient for thirty (30) days after the Expiration Date of this Agreement; and
- (e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A15.1 of Schedule "A" of this Agreement.

A4.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward the Project;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A4.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust plus any Interest Earned thereon for the Province until the Recipient needs the Funds for the Project.

A4.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A4.6 Rebates, Credits and Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

A4.7 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A4.8 Project Financing. The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

A4.9 No Changes To The Project. The Recipient will not make any changes to the Project without the prior written consent of the Province.

A4.10 Project Completion. The Recipient will Substantially Complete the Project by the Project Completion Date.

A4.11 Disposal Of Assets. The Recipient will not, without the Province's prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the date in which the Project was completed.

A4.12 Funding, Not Procurement. For greater clarity, the Recipient acknowledges and agrees that:

- (a) It is receiving Funds from the Province for the Project and is not providing goods or services to the Province; and
- (b) The Funds the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A5 ABORIGINAL CONSULTATION

A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations. The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project for the Project to proceed.

A5.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups. By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.

A5.3 Recipients Obligations In Relation To Consultations. The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.

A5.4 Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups. Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business

Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A6

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

- A6.1 Acquisition Of Goods And Services In Competitive Procurement Process.** The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule "A" of the Agreement in writing if:
- (a) The goods or services the Recipient is purchasing are not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.
- A6.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A6 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A6.3 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A6.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A6.5 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

- A6.6 *Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible.*** If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule “A” of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.

ARTICLE A7 CONFLICT OF INTEREST

- A7.1 *No Conflict Of Interest.*** The Recipient will ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- A7.2 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A8 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- A8.1 *Preparation And Submission.*** The Recipient will:
- (a) Submit to the Province at the address referred to in section C6 of Schedule “C” of this Agreement all Reports in accordance with the timelines set out in Schedule “I” of this Agreement and in the form specified by the Province;
 - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by the Recipient’s Administrative Officers/Clerk or Treasurer.
- A8.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law,
- for a period of seven (7) years after the Expiration Date of this Agreement.
- A8.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises or site of the Project to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A8.2 of Schedule “A” of this Agreement;
 - (b) Remove any copies made pursuant to section A8.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

- A8.4 Disclosure.** To assist in respect of the rights set out under section A8.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- A8.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.
- A8.6 Auditor General.** For greater certainty, the Province’s rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.
- A8.7 Provision Of Information.** The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.

ARTICLE A9 COMMUNICATIONS

- A9.1 Recipient To Follow Communications Protocol.** The Recipient will follow the Communications Protocol.
- A9.2 Publication By The Province.** The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A10 ADDITIONAL PROVISIONS

- A10.1 Additional Provisions.** The Recipient will comply with any Additional Provisions set out under Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.

ARTICLE A11 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

- A11.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *FIPPA*.
- A11.2 Disclosure Of Information.** Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A12

INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

- A12.1 *Indemnification.*** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A12.2 *Exclusion Of Liability.*** The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- A12.3 *Recipient's Participation.*** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A12.4 *Province's Election.*** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A12.5 *Settlement Authority.*** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A12.6 *Recipient's Co-operation.*** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A13

INSURANCE

- A13.1 *Recipient's Insurance.*** The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient's Final Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;

- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only); and
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A13.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A13.1 of Schedule "A" of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy or insurance policies that relate to the Project.

A13.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A14

TERMINATION ON NOTICE

A14.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A14.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent during the notice period set out under section A14.1 of Schedule "A" of this Agreement;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against any amount owing to the Recipient; and/or
 - (ii) Subject to section A4.2(e) of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A15

TERMINATION WHERE NO APPROPRIATION

A15.1 Termination Where No Appropriation. If, as provided for in section A4.2(e) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A15.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A15.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A15.2(b) of Schedule “A” of this Agreement.

A15.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A16

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A16.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue the Project or the Recipient is likely to discontinue the Project;
- (d) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A16.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds plus any Interest Earned thereon remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A16.3 Opportunity To Remedy. If, in accordance with section A16.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A16.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule “A” of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

A16.5 When Termination Effective. Termination under this Article A16 of Schedule “A” of this Agreement will take effect as set out in the Notice.

ARTICLE A17 LOBBYISTS AND AGENT FEES

A17.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A18 FUNDS UPON EXPIRY

A18.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds plus any Interest Earned thereon remaining in its possession or under its control.

ARTICLE A19 REPAYMENT

A19.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

A19.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned from the Recipient; or
- (b) The Recipient owes any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds plus Interest Earned or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule "A" of this Agreement.

A19.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A19.4 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section C6 of Schedule "C" of this Agreement.

A19.5 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A19.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A20

NOTICE

A20.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C6 of Schedule “C” of this Agreement or as either Party later designates to the other by written Notice.

A20.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A20.3 Postal Disruption. Despite section A20.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A21

CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A21.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A22

SEVERABILITY OF PROVISIONS

A22.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A23

WAIVER

A23.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A24 INDEPENDENT PARTIES

A24.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A25 ASSIGNMENT OF AGREEMENT OR FUNDS

A25.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A25.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A26 GOVERNING LAW

A26.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A27 FURTHER ASSURANCES

A27.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A28 JOINT AND SEVERAL LIABILITY

A28.1 *Joint And Several Liability.* Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A29 RIGHTS AND REMEDIES CUMULATIVE

A29.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A30 JOINT AUTHORSHIP

A30.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A31 FAILURE TO COMPLY WITH OTHER AGREEMENT

A31.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
 - (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A32 SURVIVAL

A32.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h), Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

A32.2 *Survival After Creation.* Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “B” FOLLOWS]

SCHEDULE “B” ADDITIONAL TERMS AND CONDITIONS

- B1.1 *The Province May Impose Additional Conditions On The Recipient.*** The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.
- B1.2 *Behaviour Of Recipient.*** The Recipient will carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any additional conditions the Province may impose under section B1.1 of Schedule “B” of this Agreement or any reasonable amendments the Province may agree to or require from time to time in writing.
- B1.3 *New Information.*** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, the Province may, in its sole and absolute discretion, adjust the Funds being provided under this Agreement.

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SCHEDULE “C” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- C2 *Expiration Date.*** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2020.
- C3 *Project Completion Date.*** The Project will be completed no later than December 31, 2018. For clarity this means Substantial Completion must have occurred.
- C4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C6 of Schedule “C” or any other person identified by the Province in writing.
- C5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A13.1 of Schedule “A” of this Agreement no less than two million dollars (\$2,000,000.00).
- C6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIFApps@ontario.ca	The Corporation of the Town of Kingsville 2021 Division Road North Kingsville, ON N9Y 2Y9 Attention: Peggy Van Mierlo-West, CAO Fax: (519) 733-8108 Email: pvmwest@kingsville.ca

or any other person identified by the Parties in writing.

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SCHEDULE “D” PROJECT DESCRIPTION

The project is for the replacement of 693m of road on Park Street. This includes up-sizing the water main, hydrants and all appurtenances, new asphalt, curb and gutter, driveway aprons, base, geo-textile, wider sidewalks and street lighting. The current silty-clay base will be replaced with a granular base of 150mm of Granular A. The asphalt design has been expanded to include; 60mm of HL4 and 40mm of HL3. The current 1 metre sidewalks will be expanded to a 3 metre concrete sidewalk and the streetlight poles will be replaced. Output: Asset has been renewed and meets any relevant conditions and regulatory approvals. Outcomes: Increased traffic safety and flow; Improved road drainage; Increased pedestrian and cyclist safety.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E” FOLLOWS]

SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

E1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that are acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs will only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule “D” of the Agreement;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

E2 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred not in accordance with section A6.1 of Schedule “A” of this Agreement;
- (b) Costs incurred prior to July 4, 2016 or after the Project Completion Date;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;

- (d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.)
- (e) Costs related to recreational trails.
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing applications for the Ontario Community Infrastructure Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A17.1 of Schedule "A" of this Agreement.

E3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “F” FINANCIAL INFORMATION

F1 Maximum Funds. Subject to the terms and conditions of this Agreement, Ontario will provide the Recipient with an amount up to Nine Hundred and Thirty-seven Thousand and Eighty-two Dollars (\$937,082) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$1,892,810
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Fifty (50%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred as per Schedule “E” of this Agreement by the Recipient under a contract for goods or services necessary for the implementation of the Project, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

F2 Holdback. The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.

F3 Provision Of Funds. The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 15, 2017
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	March 28, 2017
Milestone 3: Submission and Acceptance of Final Report	January 31, 2018

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
Milestone 1: Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.
Milestone 2: Upon receipt and acceptance by Ontario of required reports. If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.	Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.	Construction Contract Award Report as described in Schedule "I" of this Agreement Revised Budget Report Progress Report

<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than February 15, 2019 whichever is earliest.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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SCHEDULE “G”

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;

- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule “G” of the Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C6 of Schedule “C” of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “H” FOLLOWS]

SCHEDULE “H” COMMUNICATIONS PROTOCOL

H1 *Application Of Protocol.* This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- (c) Printed materials
- (d) Websites
- (e) Photo compilations
- (f) Award programs
- (g) Awareness campaigns

H2 *Project Signage.* The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient will, at the Province’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3 *Media Events.* The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences
- (b) Public announcements
- (c) Official events or ceremonies
- (d) News releases

H4 *Awareness Of Project.* The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5 *Issues Management.* The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6 *Communicating Success Stories.* The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7 *Disclaimer.* If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]

SCHEDULE “I” REPORTS

- 11 Reports.** The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below and with such content as is satisfactory to the Province. The Province will provide the contents of the Report at a later date.

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 29, 2018.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form provided by the Province.	Within fifteen (15) Business Days of a council resolution awarding the tender(s) and no later than June 29, 2018.
3.	Progress Report - The Recipient shall use the form provided by the Province.	Twice a year by May 15 and October 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form provided by the Province.	Within sixty (60) Business Days of the Project Completion or no later than February 15, 2019 whichever is earliest.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 30 - 2017

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

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

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

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

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

1. Schedule "A", Map 49 of By-law 1-2014 is hereby amended by changing the zone symbol on a portion of land known municipally as, 1755 Road 4 E (County Road 18), Pt. Lot 11, Concession 3 ED, as shown on Schedule 'A' cross-hatched attached hereto from 'Extractive Industrial Zone (M4)' to 'Agriculture Zone 1 (A1)'.
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 27th day of February, 2017.


MAYOR, Nelson Santos

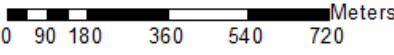
CLERK, Jennifer Astrologo


Schedule 'A'



Part of Lot 11, Concession 3 ED
1755 Road 4 E (County Road 18)
Zoning By-law Amendment ZBA/02/17

 N

 0 90 180 360 540 720 Meters

 Schedule "A", Map 49 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Extractive Industrial Zone 4 (M4)' to 'Agriculture Zone 1 (A1)'

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NUMBER 31-2017

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

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

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

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

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

1. That Subsection 7.1 e) AGRICULTURE ZONE 1 A1 EXCEPTIONS is amended with the addition of the following new subsection:

7.1.59 'AGRICULTURE ZONE 1 EXCEPTION 59 (A1-59)'

- a) For lands shown as A1-59 on Map 43 Schedule "A" of this By-law.
- b) **Permitted Uses**
 - i) Those uses permitted under Section 7.1 (Rural Residential);
 - ii) Manufacturing of decorative concrete products.
- c) **Permitted Buildings and Structures**
 - i) Those buildings and structures permitted under Section 7.1 (Rural Residential) in the (A1) zone;
 - ii) Buildings and structures accessory to the permitted uses.
- d) **Zone Provisions**

All lot and building requirements for the permitted buildings and structures shall be in accordance with Section 7.1 of this By-law with the exception of the following special provisions;

 - i) The maximum permitted height of one accessory building shall be 7.6 m;
 - ii) The maximum accessory building lot coverage shall be 15%;

Notwithstanding any other provisions of this by-law to the contrary the outdoor storage or display of raw material or finished product shall be prohibited.

2. Schedule "A", Map 43 of By-law 1-2014 is hereby amended by changing the zone symbol on lands known municipally as Part of Lot 8, Concession 4 WD, and locally to known as 720 Road 4 W (County Road 18) as shown

on Schedule 'A' cross-hatched attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 59 (A1-59)'.

3. This by-law shall come into force and take effect from the date of passing by Council and in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 27th day of February, 2017.

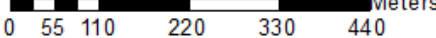
MAYOR, Nelson Santos


CLERK, Jennifer Astrologo

Schedule 'A'



Part of Lot 8, Concession 4 WD
720 Road 4 W (County Road 18)
Zoning By-law Amendment ZBA/04/17

  Meters

 Schedule "A", Map 43 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'Agriculture Zone 1 (A1)' to 'Agriculture Zone 1 Exception 59 (A1-59)'

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 32 - 2017

***Being a By-law to confirm the proceedings of the
Council of The Corporation of the Town of Kingsville at its
February 27, 2017 Regular Meeting***

WHEREAS sections 8 and 9 of the *Municipal Act, 2011* 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 February 27, 2017 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 27th day of February, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo