



**REGULAR MEETING OF COUNCIL
AGENDA**

Monday, May 8, 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. Liz Daniel, Community Engagement Coordinator and Randy Flood--
Windsor Essex Compassion Care Community**

1

Request dated April 27, 2017 RE: Presentation announcing Windsor-
Essex Compassion Care Community (WECC) Public Launch

SEE: Powerpoint presentation and Backgrounder regarding the initiative

F. MATTERS SUBJECT TO NOTICE

- 1. PUBLIC MEETING - ZONING BY-LAW AMENDMENT ZBA/09/17--
2126157 Ontario Ltd. Part of Blk 'A', Plan 424, Part 1 RP 12R 23854 V/L
southeast corner of the intersection of Main St. W & Wigle Ave. Roll No:
3711 240 000 00711**

11

R. Brown, Manager of Planning and Development Services

i) Report of R. Brown, Manager of Planning and Development Services,
dated April 21, 2017 with attached Appendices

ii) Site Plan Agreement (SPA/04/17)

iii) Proposed By-law 57, 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:

1. approve zoning amendment application ZBA/09/17 to rezone the subject property from 'General Commercial-Holding (C4(h))' to 'General Commercial, (C4)' removing the (H) Holding symbol and adopt the implementing by-law.
2. approve site plan application SPA/04/17, subject to the conditions outlined in the site plan agreement, for the construction of a 24.68 m x 18.28 m (81 ft. x 60 ft.) 415.28 sq. m (4,470 sq. ft.) single storey commercial structure and associated facilities and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

G. AMENDMENTS TO THE AGENDA

H. ADOPTION OF ACCOUNTS

38

Town of Kingsville Accounts for the monthly period ended April 30, 2017, being TD cheque numbers 0061794 to 0062027 for a grand total of \$1,266,273.87.

Recommended Action

Council approve Town of Kingsville Accounts for the monthly period ended April 30, 2017 being TD cheque numbers 0061794 to 0062027 for a grand total of \$1,266,273.87

I. STAFF REPORTS

1. Kingsville Website RFP Responses

61

T. Iacobelli, Manager of Information Technology

Recommended Action

Council approve Administration award eSolutions Group of Waterloo, Ontario to replace the current Town of Kingsville website at a cost of \$28045.00 plus applicable taxes

2. Migration of MyKingsville website

64

T. Iacobelli, Manager of Information Technology

Recommended Action

That Council approve the request to update and migrate MyKingsville website using template provided by eSolutions Group.

That Council approves the transfer from IT reserve in the amount of \$4300 to offset the cost of the MyKingsville.ca migration.

3. **PLC/01/17 – Exemption from Part Lot Control** 66
K. Brcic, Town Planner
Recommended Action
It is recommended that Council enact Part Lot Control Exemption By-law 56-2017 to allow Lots 74-79 on Plan 12M-552 to be exempt from Section 50(5) of the Planning Act, and that Council authorize and direct Development Services to register the by-law on title.
4. **Minor Development Agreement AGR/01/17 4191 Graham Side Road Scott & Michelle McElwain** 73
R. Brown, Manager of Planning and Development Services
Recommended Action
It is recommended that Council approve the proposed minor development agreement to permit a second single detached dwelling at 4191 Graham Side Road, temporarily during the construction of a new dwelling on the property, and authorize the Mayor and Clerk to sign the minor development agreement.
5. **County of Essex Agricultural Lot Size Study – Council Feedback** 78
R. Brown, Manager of Planning and Development Services
Recommended Action
It is recommended that Council receive the attached report outlining the rationale for support of a 40 ha (100 ac.) new farm parcel lot size minimum and provide input to the Manager of Planning & Development Services to share with the County of Essex Agricultural Lot Size Study Steering Committee for report back to Essex County Council.
6. **Contract MS17-102-01: Bridge #28 over Wigle Creek** 85
K. Girard, Municipal Services Manager
Recommended Action
That Council receives the letter of recommendation from Dillon Consulting and authorizes the award of Contract Number MS17-102-01 for the rehabilitation of Bridge #28 over the Wigle Creek to Intrepid General Limited in the amount of \$492,122.40 (not including HST) and direct Administration to prepare the necessary authorizing by-law. Also, that Council approves Municipal Services to enter into an agreement for the contract administration and site inspection with Dillon Consulting in the amount of \$47,400 (not including HST).
7. **Road 11 Water Works Petition** 90

K. Girard, Manager of Municipal Services

Recommended Action

That Council receive the Engineer's Report from the R.C. Spencer and Associates for the proposed water main on Road 11 and direct Administration to present the report and proposed assessment schedule to the petitioning residents.

8. Public Input Session for Grandview Sidewalks 105

K. Girard, Municipal Services Manager

Recommended Action

That Council authorize the installation of sidewalks on Grandview Avenue based on the scope of construction provided in the discussion section herein.

9. Proposal for Engineering Services / Park St. Reconstruction 112

G. A. Plancke, Director of Municipal Services

Recommended Action

That Council approve the entering into of a Professional Services Agreement with Stantec Consulting Ltd. For the Park Street reconstruction project, as specified under the terms and conditions therein, and authorize the Mayor and Clerk to execute said Agreement.

10. 2017 Farmers' Market and 5 Year Agreement 126

J. Astrologo, Director of Corporate Services

Recommended Action

That Council approve the five (5) year Agreement between the Town and the Farmers' Market, which would be in effect for the 2017 through to the 2021 market season, and authorize the Mayor and Clerk to execute the Agreement on behalf of the Town.

J. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

1. Jennifer Wood, Organizer, Kingsville District High School Reunion for years 1996/97/98 138

Correspondence request dated April 24, 2017 requesting that Council consider waiving the Lakeside Pavilion rental fee for the Reunion Event

Recommended Action

Council consider request to waive pavilion rental fee for the Kingsville District High School 20 year high school reunion event

2. Curling Club of Kingsville-Correspondences dated April 25, 2017 and March 6, 2017 139

Recommended Action

Council consider request of Curling Club of Kingsville to sponsor a hole in

the annual Curling Club of Kingsville golf tournament to be held on June 3, 2017.

3. Jennifer Fraser, Fundraising Committee, WonderBroad Dragon Boat team 143

Correspondence request dated April 24, 2017 requesting that Council waive the fee charged for the rental of the Lakeside Pavilion for the fundraising event.

Recommended Action

Council consider request of Jennifer Fraser on behalf of the WonderBroad Dragon Boat Team Fundraising Committee to waive Lakeside Pavilion rental fee for the fundraising event to be held on October 28, 2017.

4. Windsor-Essex Provincial Offences Act Reports 144

Recommended Action

That Council receive the 2016 Windsor/Essex Provincial Offences (POA) Report and the 2016 Audited Financial Statements for the Windsor/Essex POA program.

K. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council - April 24, 2017 174

Recommended Action

Council adopt Regular Meeting of Council Minutes dated April 24, 2017

2. Special Meeting of Council - April 29, 2017 183

Recommended Action

Council adopt Special Meeting of Council Minutes, dated April 29, 2017

L. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. Court of Revision--April 24, 2017 186

Recommended Action

Council receive Court of Revision Minutes, dated April 24, 2017.

M. BUSINESS CORRESPONDENCE-INFORMATIONAL

1. Lanark County--Correspondence dated April 27, 2017 RE: Request for Provincial Support: Opioid Strategy 189

2. Township of Lake of Bays--Correspondence dated April 20, 2017 RE: Resolution regarding Request for a Moratorium on the current Accommodation Review Process 193

3. Township of Adjala-Tosorontio--Correspondence dated April 20, 2017 RE: Canada's 150th Birthday 195

4. Town of Amherstburg, dated April 28, 2018 RE: Support for Postal 196

Banking

5. **P. G. Queen--Correspondence dated April 26, 2017 RE: Accessibility Forum Workshop at the University of Windsor** 201
6. **Ministry of Citizenship and Immigration-Call for Nomination letter, dated April 2017 received May 1, 2017** 203
7. **Town of LaSalle--Correspondence dated April 13, 2017 RE: Funding for the Great Lakes** 205

Recommended Action

Council receive Business Correspondence Information Items 1 through 7 as presented.

N. NOTICES OF MOTION

O. UNFINISHED BUSINESS, ANNOUNCEMENT, AND UPDATES

P. BYLAWS

1. **By-law 28-2017** 207

Being a by-law to provide for the construction of a bridge over the 2nd Concession Branch of the Esseltine Drain; Owner: Mucci Farms Ltd. (290-38700) in the Town of Kingsville, in the County of Essex (full Municipal Drainage Report available in Corporate Services Dept.)

To be read a third and final time

2. **By-law 41-2017** 219

Being a By-law authorizing the entering into of an Agreement with the partnership known as Community Farmers' Market (for the use of a portion of the parkette south of 28 Division St. South, Kingsville for the purpose of operating a Farmers' Market)

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

3. **By-law 56-2017** 228

Being a By-law to exempt certain lands from Part Lot Control (Millbrook Subdivision, Stage II Phase 1--Plan 12M-552)

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

4. **By-law 57-2017** 229

Being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for the Town of Kingsville (ZBA/09/17)

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

5. By-law 59-2017

231

Being a By-law authorizing the entering into of a Professional Services Agreement with Stantec Consulting Ltd. for the Park Street Reconstruction Project (Stantec File: 165681083-001)

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

Q. CONFIRMATORY BY-LAW

1. By-law 60-2017

232

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its May 8, 2017 Regular Meeting

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

R. ADJOURNMENT

A stylized, colorful illustration of a town. In the foreground, a brown road with white dashed lines curves from the bottom left towards the center. To the left of the road is a pink house with a red roof. Behind it are several tall, colorful buildings in purple, green, and orange. To the right of the road, there's a green hill with a small green tree and a yellow house. In the background, a large blue wind turbine stands on the right, and a blue city skyline is visible. The sky is a light yellow with a few clouds.

Windsor Essex Compassion, Care, Community

The Best of What Community Used to Be and Can Become

Presentation to: Kingsville Town Council
May 8, 2017

Request to Council

Invitation to Mayor and Councillors to be part of our WECCC public launch

- Kingsville event June 30, 7 pm (part of Canada 150 celebration)
- Press Conference scheduled for June 7
- Compassion Week: Rolling launch also involves Windsor, Tecumseh, Leamington and Lakeshore

Working Together

- 23 Sponsors; 100+ partners
- Citizens, families, neighbours; service providers: health, social services, education, not-for-profit; community associations: faith, culture, lived experience; businesses; arts; youth etc
- IT'S A SOCIAL MOVEMENT

Improving Lives, Strengthening Community

- Vision: “Working together to make ourselves, our citizens and our community more well”
- Make it personal: “We are united in our desire to build a community care system that is good enough for our parents, our children, and ourselves as we age.”

Community Challenge

- Make compassion the experience of every citizen
- Prove the difference we make: Community target of 5 to 10% year over year measurable improvement in population-level health; quality of life; per capita cost/resource use; experience; equity; safety; prevention and caregiver burden

Collective Impact Approach

Common Agenda

All partners working toward a shared objective

Common Progress Measures

All partners have agreed upon how the effectiveness of their efforts is evaluated

Mutually Reinforcing Activities

The diverse collection of partners individual expertise is maximized toward the shared goal

Communication

Facilitates collaboration between partners and shares what is learned

Backbone Organization

Provides the structure, organizes and administers the collective efforts of the partnership

Target Populations

- End-of-life
- Elderly and disabled
- People who are isolated

Catalysts: New Volunteer-led Programs

- Quality of Life Support System
- *Sharing My Journey*: Compassionate care coaches
- Neighbours Helping Neighbours
- Situation Table: Distress Outreach
- Community Wellness Hubs

Learning System ICT Platform

- Population-level screening
- Person-and family directed care
- Multi-level feedback
- Community Quality of Life Tracker
- Agile design and open innovation



Windsor-Essex Demonstration

- Services delivered to date
 - 350 individuals voluntarily registered in the Compassion Care Community (Quality of Life baseline)
 - 80 individuals enrolled in *Sharing My Journey*;
 - 55 interns/volunteers trained;
 - 9 neighbourhood exchanges established
- Demonstration results: extremely high satisfaction

Kingsville Pilot

- 3,510 seniors
 - 995 seniors older than 80
 - 1,170 seniors with disabilities
- 1,420 adults with disabilities
- Target: 500 residents supported through life-long personal care; growing over time
- Measurable improvement in quality of life (Kingsville Quality of Life Tracker)
- Local host: Kingsville Community Centre
- Partners: Community agencies; associations; businesses

Launch Event Plan

Bringing Compassion To Life Forum

- Compassion Care Community: What is it, and why should Kingsville care? (Carol Derbyshire)
- Tracey Ramsey and Taras Natyshak – 1st Annual Shining Light Compassion Award
- Mayor's Award (TBD)
- Community Challenge
- Community Talent Showcase - Music jam
- WECCC Table: Quality of Life survey and hOurworld support
- Community Dialogue "*What kind of community do we want to be next?*" (public conversation with community leaders) to follow at a later date





WINDSOR-ESSEX

Compassion Care Community

1. The Windsor-Essex **Compassion Care Community** is citizens, families, neighbours, service providers, businesses and community leaders who believe in the power of community. Together, we are working to raise happiness, improve quality of life and reduce inequities for the citizens in Windsor-Essex.
2. With your help, we will build **Canada's most Compassionate Community**, one where....
 - People can count on their **neighbours** and friends for extra help...
 - The community wraps around **people in distress** and figures out how to help....
 - People and their care partners find it easy to **help themselves** and are truly charge of **their life long care journey**...
 - Formal care programs, friends and volunteers, self-care and technology **work collectively** to achieve a person and families' most important goals...
 - The community uses its assets wisely and measures itself to ensure **good quality of life** is within reach of all community members with **extra care for its most vulnerable**...
3. **A New Kind of Caring**

Starting in Leamington in December 2016 and Windsor, Kingsville, Tecumseh, and Lakeshore in June 2017, we are launching a series of community pilots that aim to connect citizens and care partners with neighbours, volunteers, coaches, support services and technology to create thriving networks and relationships that last a life-time, where each of us feels cared for and valued.

Here's how you can get involved:

- If you or someone you know is elderly, has a disability, or is isolated, and wants to register for compassionate community care, call the **Compassion Care Community Office at 519-974-2581 ext 2420** for information about joining our study (or about volunteering as a coach).
- If you notice someone you care about or who lives in your neighbourhood who appears in distress, but can't seem to get the help they need, **please call the Distress Line at 519-256-5000**.

- If you want to be part of a **neighbour exchange** to offer your skills and in exchange ask for the practical and social help you need, please email us at info@weccc.ca to see what exchanges are available and how you can join.

4: Did You Know...

- Working towards a common vision, and seeing the difference we make, enables people to be happier, healthier, and more connected
- Being a good neighbour, being kind to others, and being a volunteer improves your health.
- Organizing formal and informal care and technology around what's most important to a person and their family improves their quality of life and helps them adapt to challenges.

5: We are a social enterprise that is **100% community owned** and supported by:

- Individuals and Families
- Faith, Multicultural and Community Associations
- Labour and Businesses
- Youth, Schools, Colleges and the University
- Non-profit agencies and Foundations
- Health services, social services, municipal services, and federal services

We are **100% community led**:

- Anyone can join our Citizens' Table – we meet 3 times per year. Details posted at www.weccc.ca
- A Sponsors' Group comprised of leading public institutions and community leaders meets regularly to ensure the community is making progress on the targets we have set for ourselves

6. WE NEED YOUR HELP

- Share your experiences to help build a community system that works for you
- Identify people who could benefit from compassionate care
- Volunteer to be a Coach
- Join a Neighbour Exchange
- Be kind to others, naturally
- Reach out to people to ask "How can I help?"
- Discuss with others about what YOU can do to improve community quality of life
- Like us on social media
- Support our Give 65 event (Fall 2017)

7: For more information, contact us at:

Windsor-Essex Compassion Care Community

6038 Empress Street

Windsor, ON, N8T 1B5

Email: info@weccc.ca

Phone: 519-974-2581 ext. 2420

Website: www.weccc.ca



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

Date: April 21, 2017

To: Mayor and Council

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

RE: 2126157 Ontario Ltd.
Part of Blk 'A', Plan 424, Part 1 RP 12R 23854
V/L southeast corner of the intersection of Main St. W & Wigle Ave.

Roll No: 3711 240 000 00711

Report No.: PDS-2017-016

AIM

To provide the Town of Kingsville Council with information regarding the requested Site Plan Approval and removal of the H- Holding symbol from lands located in the southeast corner of the intersection of Main St. West and Wigle Ave.

BACKGROUND

The subject property started out as part of the original Shoppers Drug Mart (now IDA), TD Bank and medical clinic development which began around 2009/2010. Since that time the original property was subdivided into three parcels one of which is the subject lands. The property is 2,954 sq. m (31,800 sq. ft.) in area with an existing shared access off Main St. W. and an existing access off Wigle Ave. The property has been sold to a third party who is proposing to develop a 415 sq. m (4,470 sq. ft.) building which would house an automatic carwash, automotive lube shop and laundromat. At present the lot split zoned between General Commercial, '(C4)' and General Commercial – Holding, '(C4(h))'

In order to proceed with the proposed development site plan approval is required along with removal of the (h) Holding symbol from the westerly side of the lot. The zoning on the property has remained commercial since at least 1987 and been wholly or partially under a (h) Holding classification. Conditions for removal of the holding were generic in nature and laid out by the former Kingsville Official Plan. Servicing capacity and the approval of agreements and or necessary site plans are what is required to remove the (h) Holding symbol.

DISCUSSION

1) Provincial Policy Statement (PPS), 2014:

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

2) County of Essex Official Plan

There are no issues of County significance raised by the subject applications.

3) Town of Kingsville Official Plan

The subject property is designated 'Highway Commercial'. Under Section 3.2.3, Policies item a) states, because of location development circumstances and ease of access, the lands designated 'Highway Commercial' are believed to be best suited for service commercial and retail commercial uses, personal service shops and other commercial uses that require good visibility and on-site parking. Accordingly, permitted uses include those that generate moderate to heavy traffic flows, require easy traffic access and nearby parking or include the sale of bulk materials or the servicing of large or otherwise awkward items such as establishments which furnish bulk and wholesale supplies such as fuel, building materials, hardware, etc. establishments which sell of service automobiles, trucks, recreational vehicles including boats and farm and garden vehicles and equipment, motels and related tourist facilities, restaurants and banquet halls, recreational uses, retail commercial uses, personal service shops, establishments requiring larger lot areas to accommodate sales and storage such as food stores, furniture stores and warehousing, printing establishments, business and professional offices. Item g) goes on to say that, "adequate buffering and setback distances shall be provided between any Highway Commercial uses and adjacent uses, Such buffering may include separation by distance, the provision of berms, fences, grass strips, appropriate shrub plantings and landscaping use of local native plantings or any combination thereof deemed necessary by Council."

Comment: The proposed use includes a number of uses that are consistent with the type anticipated by the Official Plan. The details of the layout are discussed in detail under the site plan section of this report.

4) Comprehensive Zoning By-law – Town of Kingsville

The subject property is zoned 'General Commercial, '(C4)' similar to much of the area east of Wigle Ave. The (h) Holding symbol applies to the westerly side of the lot abutting Wigle Ave. Much of this area was subject to the Holding classification starting in the early 1980's due to a need to review development plans and ensure service capacity was in place prior to commercial development proceeding.

The site plan has been reviewed in relation to required setbacks, parking, landscaping and loading and is in full compliance with those requirements. All municipal services are available to the property and as such the conditions for removal of the (h) Holding provision have been completed.

5) Site Plan

The development of the site consists of the construction of a 24.68 m x 18.28 m (81 ft. x 60 ft.) 415.28 sq. m (4,470 sq. ft.) single storey commercial structure. The centre two bay areas will accommodate the lube shop while the south bay will be for the automatic car wash. The front portion of the building along Main St. W. will be the proposed laundromat area. The development is being proposed in such a way to facilitate entrance from Main St. W. from the existing shared access. Exit from the property will be from the existing access point on Wigle Ave. providing access back to a controlled intersection. The building has been located toward the west side of the lot to provide buffering between the parking and stacking lanes along with maintaining maximum separation from the vacuum area.

A landscaped planting strip, including tree plantings, will be provided along both Main St. E and Wigle Ave. Pictures of the subject parcel along with the site plan layout and elevations are attached as Appendix 'A'.

Development of the lands in the southeast corner of Main St. W. and Wigle Ave. have been ongoing for several years and did represent a significant change to the area as it was residential and agricultural less than 10 years ago. With the adjacent residential lands to the south and west there is obvious need to be aware of potential impacts from the ongoing commercial development. As part of the zoning amendment to remove the Holding classification there has been feedback from property owners to the west. The concerns expressed related to the following:

- 1) Proximity of the proposed exit on Wigle to the intersection of Main and Wigle;

Comment: Municipal Services was consulted at the initial stages of consideration for development of the subject site and the use of the existing access by the lot. There was no concern expressed about the proximity. As the current site plan under consideration was circulated it was noted that use of the access as an exit only would require clear signage on the property.

- 2) Impact of carwash exit on Wigle;

Comment: It is not uncommon for exiting vehicles from an automatic carwash to potentially track water onto the roadway which can, during the winter, increase the potential for ice build-up. However, with the north-south orientation of Wigle Ave and lack of shaded area this should not be problematic but can certainly be monitored moving forward.

- 3) Placement of the building on the site;

Comment: The neighbouring property owners to the west have suggested that placing the building further east on the lot would eliminate the need for the Wigle exit and could provide additional buffer area along Wigle. The applicant has indicated that the building placement itself helps to act as a buffer as all of the main activities on the lot, stacking to the carwash and lube shop, vacuum areas, entrances and parking are mostly screened from the view of the residential neighbour and provides better vehicle movements with less impact on the neighbours. The other item of concern is vehicle

lights impacting on the adjacent home as they exit the site. The exit does not align with the home so light impact would be limited to sweep from vehicles turning right and any movements during the evening hours would likely be very limited given the nature of the businesses.

4) Existing traffic flow on Main and Wigle and the impact of the proposed use;

Comment: The subject site was intended for commercial development and has been for some time, at least since 1987. The existing shared entrance from Main St. W. was intended to flow traffic in an efficient manner to and from the site and avoid multiple access points which have caused issues further to the east. A traffic impact study was not completed in part due to the proposed uses and based on previous experience with a number of carwash developments in equal or considerably higher traffic areas. The property utilizes a shared access off Main St. W. and an exit only to a controlled intersection which should be low impact traffic flow. As an additional measure of review I consulted with the Kingsville OPP would indicated that there have been a total of 6 minor accidents at this intersection since 2014 which is extremely low for an urban intersection.

5) Truck movements from Main St West to Wigle Ave.;

Comment: At present eastbound right turn movements onto Wigle Ave., by semi-trucks, is not ideal. The intersection design in the southwest corner is such that it is typical of a standard residential intersection radius and does force large trucks to make wide turns into the northbound lane of Wigle Ave. which can force vehicles in this lane to back up to accommodate a turning truck. This is an existing issue however it was suggested that semi-truck right turns be prohibited from Main St W. to Wigle Ave.

6) Increased activity and noise from the proposed use;

Comment: There will be some increase at the intersection and of course on the property as a result of the development. Again this was anticipated based on the commercial zoning and general intended uses on the site. Certainly with the introduction of an automatic carwash on the site noise generation is of particular concern to the neighbouring residential uses. Therefore the site plan agreement requires that the carwash (dryer) maintain a noise level of not greater than 60 dBs to the nearest residential property line. This noise level is standard for typical conversation in a room. Based on on-site testing, the current noise level at the intersection (tested in multiple locations) ranges from 60 to 80 dBs. This was based on general traffic noise including personal vehicles and a number of large trucks. The carwash building exit is located approximately 30.5 m (100 ft.) to the nearest residential lot line and 39.6 m (130 ft.) to the nearest existing dwelling. Based on a review of noise levels from carwash dryers this will provide approximately 12 m (40 ft.) more than the required distance needed to achieve the 60 dB limit outlined in the site plan agreement.

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.

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

Comment has been forthcoming from two neighbouring property owners to the west of the subject lands. The concerns relate the proposed development have been outlined under the site plan section of the report. Additional comment may be forthcoming at the time of the meeting from both the neighbours and applicant.

CONSULTATIONS

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none">• Full comment is attached as Appendix 'B';• ERCA has noted that no permit will be required• They have indicated that storm water management is recommended and have no objection to the proposed site plan or zoning amendment
Town of Kingsville Management Team	<ul style="list-style-type: none">• Sanitary service to the property is available but will require a controlled release as capacity in the sanitary line is limited during peak hours.• The proposed building will need to comply with the requirements of the OBC.
County of Essex	<ul style="list-style-type: none">• The County was circulated however no comment is anticipated.

RECOMMENDATION

It is recommended that Council:

- 1) approve zoning amendment application ZBA/09/17 to rezone the subject property from 'General Commercial-Holding (C4(h))' to 'General Commercial, (C4)' removing the (H) Holding symbol and adopt the implementing by-law.
- 2) approve site plan application SPA/04/17, subject to the conditions outlined in the site plan agreement, for the construction of a 24.68 m x 18.28 m (81 ft. x 60 ft.) 415.28 sq. m (4,470 sq. ft.) single storey commercial structure and associated 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

Appendix 'A'



Looking south across the subject site



Looking southeast toward neighbouring development



Looking southwest toward neighbouring uses



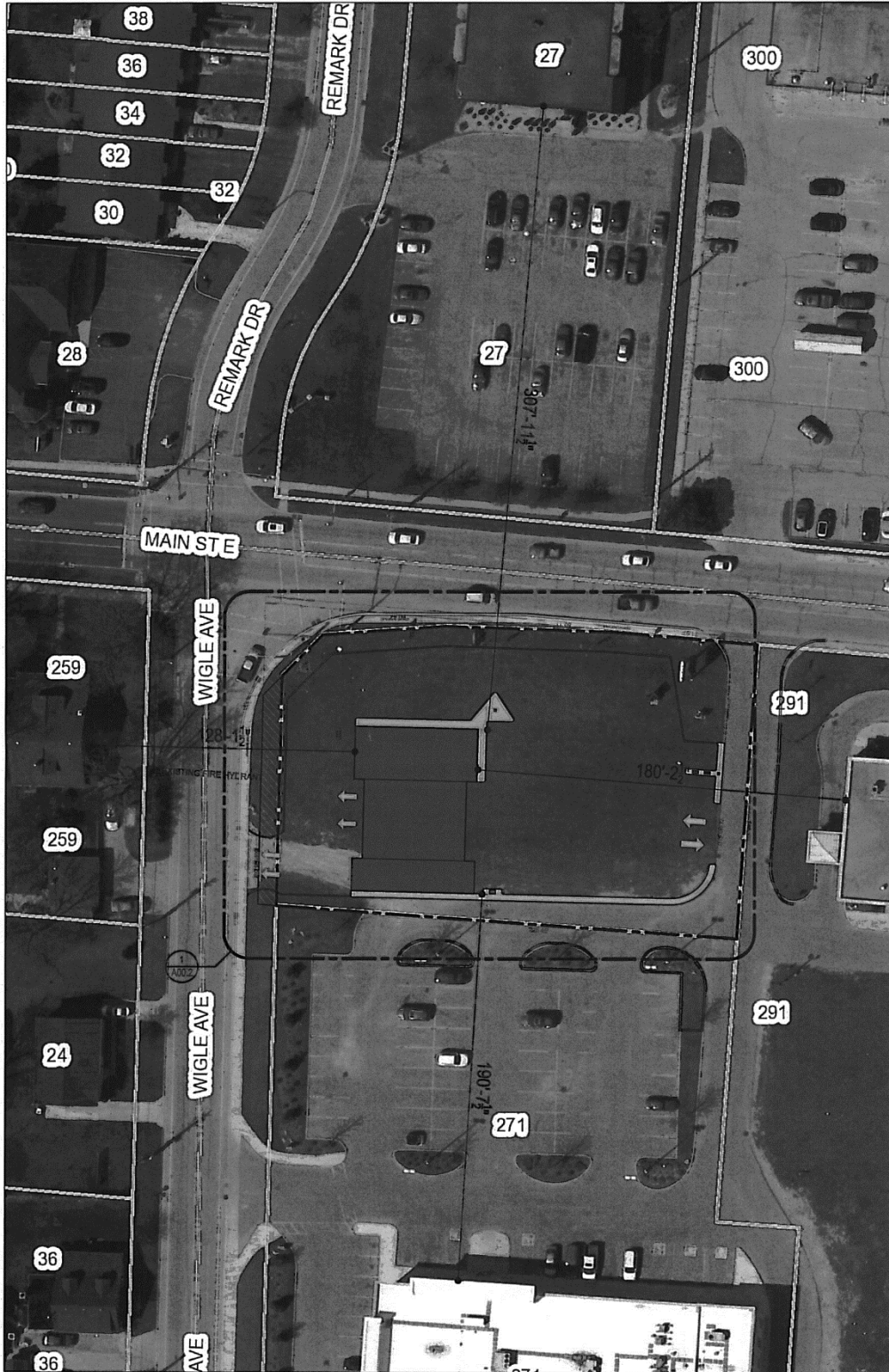
Looking east across the subject site and the proposed Wigle Ave exit only



Looking west from the proposed Wigle Ave exit only toward the residential use to the west



Looking southwest along Wigle Ave at the residential uses adjacent to the existing commercial development (IDA)



1 LOCATION MAP
A00.1 1" = 50'-0"

KEEN STUDIO
design + drafting
111 St Anns St, Annapolis, ON, N0V 2N0
Tel: 519.733.8225

Location Map
17019 - (Lot 1) Wiggle St.
Corner of Wiggle & Main St., Kingston, ON
Lot 1

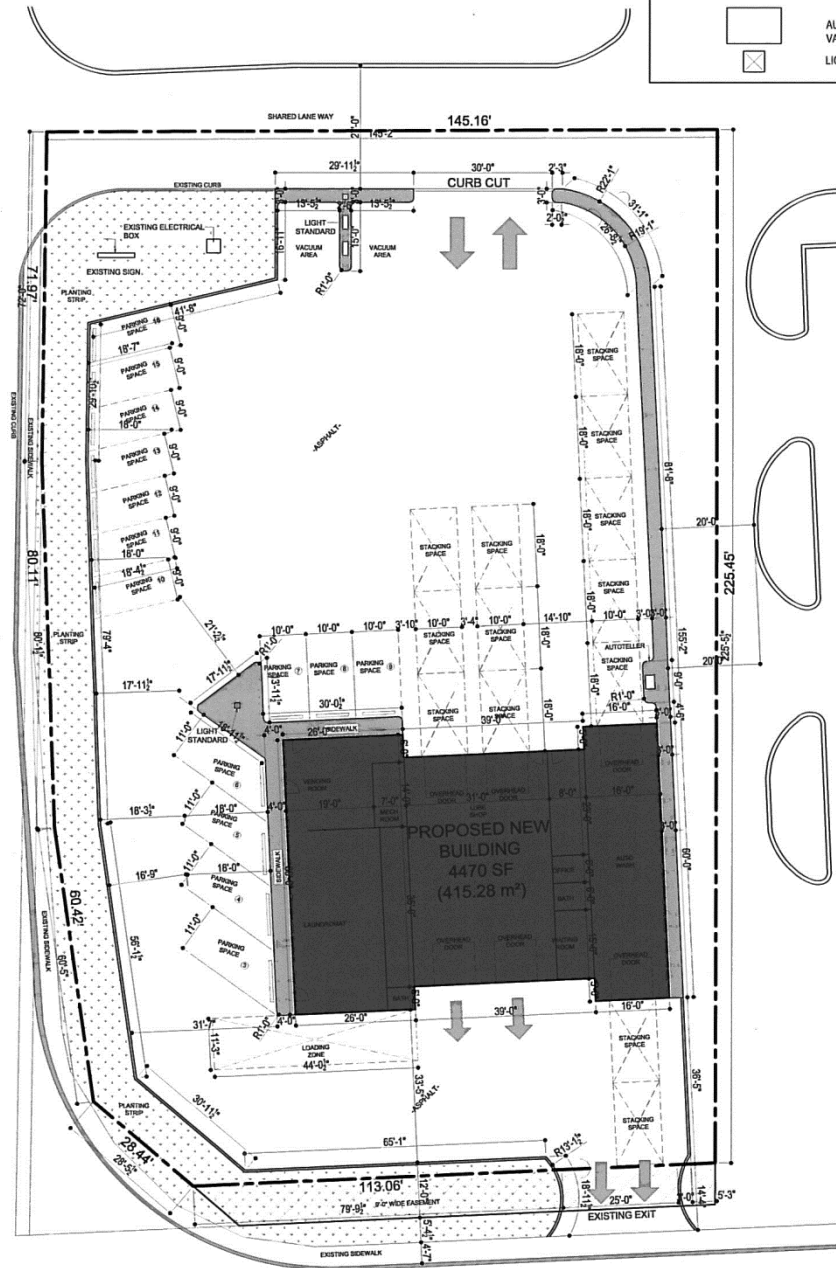
Mar 23, 2017

A00.1

Information:	
Project name	Main & Wigle Development
Lot number	Part 1 of Survey as per Owner
Site area	28203 sf
Zoning	C4
Scale	1" = 25'
Units	Imperial
North arrow	As per title block
Drawing company	Keen Studio
Designed by	J.D.
Sheet number	As per title block
Landscape Reg'd	4,730 sf

---	PROPERTY LINE
---	NEW CURB
---	EXISTING CURB
---	EASEMENT LINE
---	BUILDING EDGE
---	PARKING LINE
□	AUTOTELLER/ VACUUM
⊗	LIGHT STANDARD

MAIN STREET



WIGLE STREET

1 SITE PLAN
A00.2 1" = 25'-0"

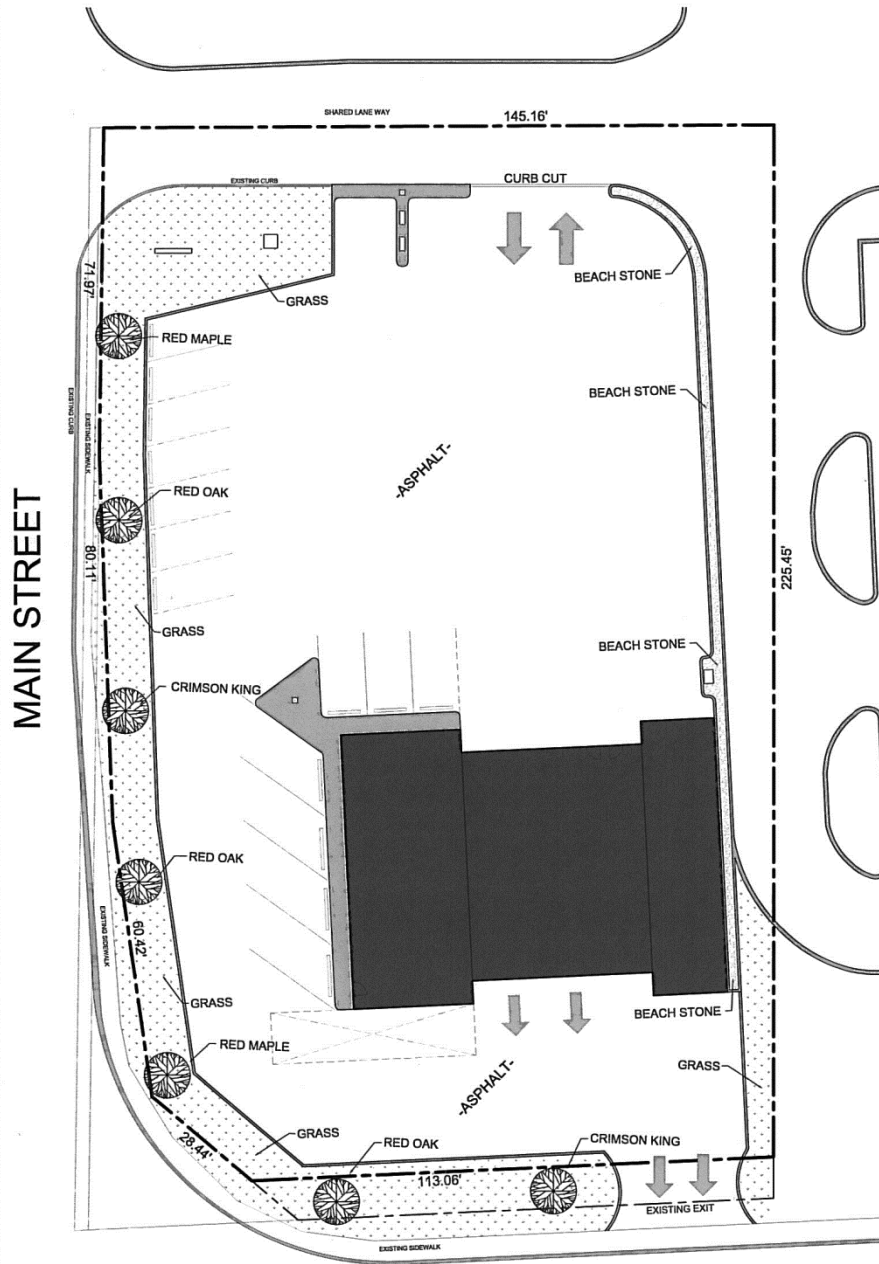
KEEN STUDIO
design + draft
111 St. Anns Rd. Annapolis, MD 21403
Tel: 410.713.8629 Fax: 410.713.3841

Site Plan
17019 - (Lot 1) Wigle St.
Corner of Wigle & Main St., Kingstree, SC
Lot 1

Mar. 23, 2017

Information:	
Project name	Main & Wigle Development
Lot number	Part 1 of Survey as per Owner
Actual site area	32290 sf
Calculated area	28293 sf
Landscape Req'd	4859 sf
Calculated Landscape Req'd	4230 sf
Total proposed landscaping	4437 sf
Scale	1" = 25'
Units	Imperial
Drafting company	Keen Studio
Designed by	J.D.
Sheet number	As per title block

LEDGEND:	
	PROPERTY LINE
	NEW CURB
	EXISTING CURB
	EASEMENT LINE
	BUILDING EDGE
	PARKING LINE
	AUTOTELLER/ VACUUM
	LIGHT STANDARD
	TREE (SPECIES AS PER PLAN)
	GRASS
	BEACH STONE



1 LANDSCAPE PLAN
A00.4
1" = 25'-0"

WIGLE STREET

KEEN STUDIO
design + draft
111 St. Arnold St., Amherstburg, ON, N0Y 2N9
Tel: 519.733.8025 Fax: 519.736.3841

Landscape Plan
17019 - (Lot 1) Wigle St.
Corner of Wigle & Main St., Kingsville, ON
Lot 1

Mar. 24, 2017

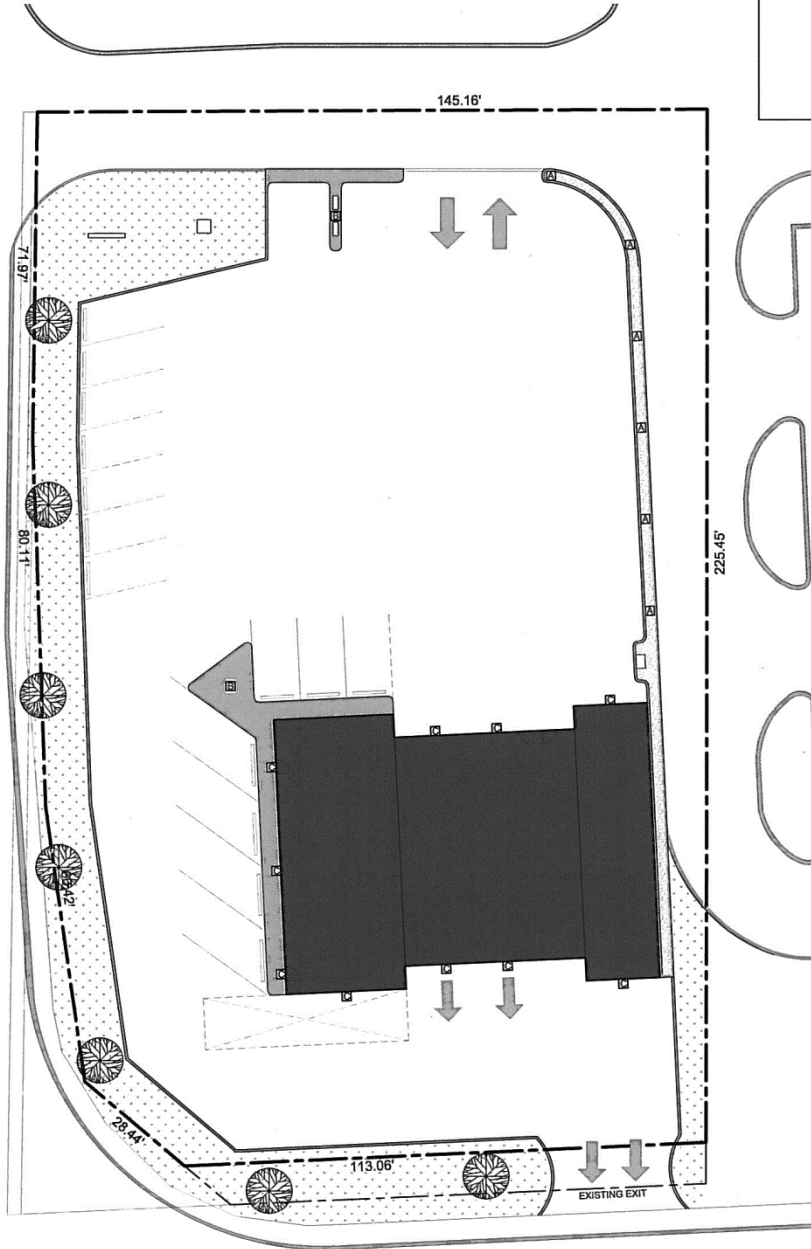
A00.4

Information:	
Project name	Main & Wigle Development
Lot number	Part 1 of Survey as per Owner
Scale	1" = 25'
Units	Imperial
Drafting company	Keen Studio
Designed by	J.D.
Sheet number	As per title block

LEGEND:

	PROPERTY LINE
	NEW CURB
	EXISTING CURB
	EASEMENT LINE
	BUILDING EDGE
	PARKING LINE
	AUTOTELLER/ VACUUM
	LIGHT STANDARD
	LOW VOLTAGE DECORATIVE LIGHTING (60W, LED, 1200 lm)
	FREE STANDING LIGHTING STANDARD (250W, METAL HALIDE, 23000 lm)
	SURFACE PACKS FULL CUTOFF, SHIELDED (80W, SHIELDED FACE, 7200 lm)

MAIN STREET



WIGLE STREET

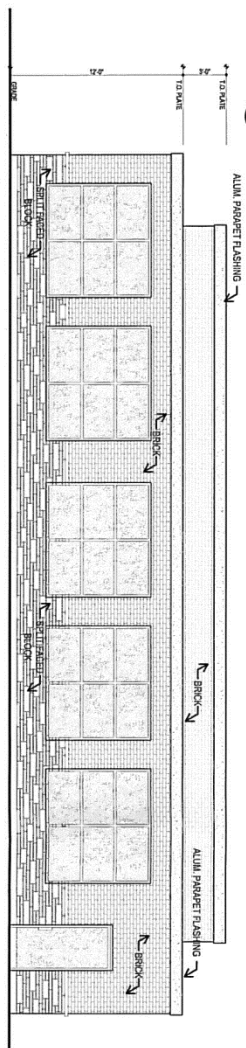
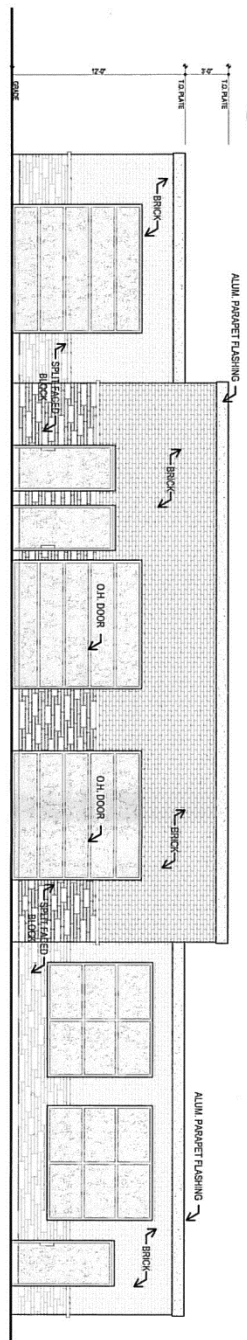
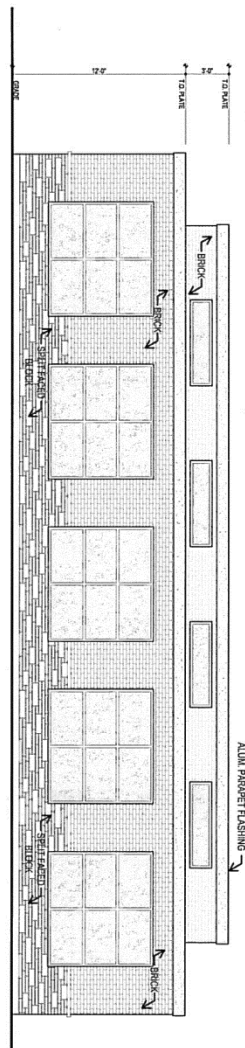
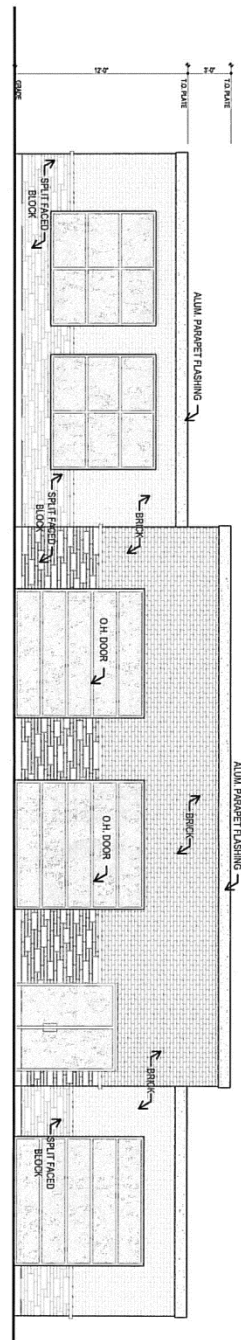
1 LIGHTING PLAN
A00.5 1" = 25'-0"

KEEN STUDIO
design • drafting
111 St. Annand St. Amherstburg, ON N0B 2N0
tel: 519.713.9025 fax: 519.736.3641

Lighting Plan
17019 - (Lot 1) Wigle St.
Corner of Wigle & Main St., Kingsville, ON
Lot 1

Mar 24, 2017

A00.5





regs@erca.org

P.519.776.5209

F.519.776.8688

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

April 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

Dear Mr. Brown:

RE: Zoning By-Law Amendment ZBA-09-17 & Application for Site Plan Control
SPA-04-17 MAIN ST E
ARN 371124000000711; PIN: 751770704
Applicant: George & Boughazale

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-09-17, and Application for Site Plan Control SPA-04-17. The applicants are proposing to construct a new automatic carwash, lube shop and laundromat on the subject lands, and require a zoning amendment to permit these additional uses.

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 recommend that the municipality ensure that the release rate for this development is controlled to the capacity available in the existing storm sewers/drains. In addition, that stormwater quality and stormwater quantity are addressed up to and including the 1:100 year storm event and be in accordance with the guidance provided by the Stormwater Management Planning and Guidance Manual, prepared by the Ministry of the Environment (MOE, March 2003) and any other Municipal requirements (e.g., Development Standards Manual).

We further recommend that the stormwater management analysis be completed to the satisfaction of the Municipality. We do not require further consultation on this file with respect to stormwater management.

Mr. Brown
April 06, 2017

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.

FINAL RECOMMENDATION

We have no objections to these applications for Zoning By-law Amendment or Site Plan Control.

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

SITE PLAN AGREEMENT

THIS AGREEMENT made (in triplicate) this 8th day of May 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE,

hereinafter called the “Corporation”,

OF THE FIRST PART

-and-

2569299 Ontario Inc.,

hereinafter called the “Owner”,

OF THE SECOND PART

WHEREAS the Owner is the registered owner of land described as Part of Block ‘A’, Plan 424 & Part 1 RP 12R 23854, and further known as 281 Main Street East, in the Town of Kingsville in the County of Essex, Province of Ontario (the “subject lands”);

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

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

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

GENERAL

1. (a) **Covenant** - The Owner covenants and agrees to build, provide and maintain for the life of the development at the Owner’s entire expense and to the Corporation’s entire satisfaction all landscaping, buildings, parking facilities, lot grading, garbage and central storage areas, storm water management systems, rate of flow monitoring, lighting and other related items in compliance with relevant legislation and in accordance with drawings attached hereto as Schedule “A-2017” approved and on file in the office of the Clerk of the Corporation. The Owner agrees that all development shall be in compliance with the relevant zoning provisions and in accordance with the Corporation’s Development Standards Manual, as amended from time to time.
- (b) **Name & Address of Corporation**
The Corporation of the Town of Kingsville
Attention: Corporation Solicitor
2021 Division Road North
Kingsville, Ontario N9Y 2Y9
- (c) **Name & Address of Owner**
2569299 Ontario Ltd.
c/o James George
1648 Road 2 West,
Kingsville, ON
N9Y 2E4
- (d) Approval Date – May 8, 2017

SCHEDULES ATTACHED:

2. Hereinafter referred to as Schedule “A-2017” and forming part of this agreement:

SCHEDULE ‘A-2017’ - Site Plan (Prepared by: Keen Studio. and Dated March 23, 2017)

A large format plan, attached hereto as Schedule “A-2017”, is available in the Development Services Department for the Town of Kingsville, 2021 Division Rd. in the Town of Kingsville and are available for review during regular business hours.

LOT GRADING PLAN

3. (a) **Lot Grading Plan** - The Owner further agrees to submit to the satisfaction of the Corporation’s Chief Building Official, Ministry of Transportation (MTO), where applicable and Essex Region Conservation Authority (ERCA) in regulated areas throughout, a lot grading plan designed and executed under the seal of an engineer licenced under the *Professional Engineers Act* R.S.O. 1990, c. P.28, as amended (“Engineer”) for the subject lands for the Corporation’s consideration prior to the issuance of any building permits or construction permits for the subject lands. The Owner shall ensure that the site drainage shall not affect adjacent properties.
- (b) **Ontario Land Surveyor** - The Owner also agrees to have the approved elevation as per this lot grading plan verified by a land surveyor licensed under the *Surveyors Act* R.S.O. 1990, c. S.29, as amended, at the following stages of construction:
 - (a) Prior to the pouring of footings (top of forms elevation); and
 - (b) Following completion of construction.
- (c) **Deviation** - Where the finished grade of the subject lands deviates from the original lot grading plan presented to and accepted by the Corporation’s Chief Building Official, MTO, where applicable and ERCA in regulated areas throughout, the Owner shall submit a new lot grading plan under the seal of an Engineer and to the satisfaction of the said Chief Building Official, MTO and ERCA or re-grade the lands to the elevations indicated on the original lot grading plan.

SIGNS

4. a) **Signs** - Compliance with Approved Drawings - The Owner further agrees to submit a signage plan to the Corporation’s Manager of Development Services for their approval prior to the issuance of a construction permit. Said signage plan shall include the design, size and location of all existing or proposed signs erected or located on or to be erected or located on the subject lands. In addition, this signage plan shall outline any lighting details and landscaping features associated with any signage.
- b) **Traffic Signage** - Prior to construction, the Owner agrees to provide on-site traffic and parking signage and pavement markings to the satisfaction of the Corporation (and/or the County of Essex, where applicable) and as detailed on Schedule “A-2017”.

DIRT AND DEBRIS

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

REPAIR OF HIGHWAY

6. **Repair of Highway** - The Owner further agrees that any curbs, gutters, pavements, sidewalks or landscaped areas on the public highway which are damaged during the

construction and maintenance period shall be restored by the Owner at the Owner's entire expense and to the satisfaction of the Corporation and/or County of Essex and/or Ministry of Transportation.

DRIVEWAY APPROACHES AND PARKING AREAS

7. (a) **Driveways** - The Owner further agrees to improve the existing driveway approach in such manner, widths and location as approved by the Corporation or County and as detailed on Schedule "A-2017".
- (b) **Surfacing** – The Owner further agrees that all internal driveway aisles and parking areas as shown on Schedule "A-2017" shall be hard surfaced in accordance the Corporation's Zoning By-law, as amended.

PERMITS

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

LIGHTING

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

PARKING

11. **Parking** - The Owner further agrees to provide adequate on-site vehicle parking for the proposed buildings in accordance with the Corporation's Zoning By-law, as amended, applicable to each phase of development and as shown Schedule "A-2017".

GARBAGE, WASTE AND CENTRAL STORAGE FACILITIES

12. (a) **General** – The Owner covenants and agrees that no waste as defined in the *Environmental Protection Act*, or any regulations passed thereunder, may be deposited or stored on the subject lands except as approved by the Corporation's Chief Building Official in accordance with the diagrams attached hereto as Schedule "A-2017" and forming part of this Agreement.
- (b) **Storage** – The Owner further covenants and agrees that no garbage, waste, substance, product, by-product or any other thing (hereinafter collectively called the "Waste") shall be stored outside anywhere on the subject lands, save and except for in accordance and compliance with and as shown on Schedule "A-2017".
- (c) **Default and Remedy** – The Owner further agrees that any Waste deposited or stored:
- i. in an area other than those specific areas shown in Schedule "A-2017" for the storage of same;
 - ii. without obtaining and providing to the Corporation a Certificate of Approval;
 - iii. in contravention of any legislation; or
 - iv. in contravention of this Site Plan Agreement;

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

LANDSCAPING

13. (a) **Landscaping**- The Owner further agrees to provide for landscaping as designed and depicted on the attached landscape plan and forming part of Site Plan as approved by the Manager of Planning & Development Services for the Corporation.
- (b) **Installation and Maintenance** - The Owner further agrees to install and maintain all landscaping features in accordance with the approved Site Plan and in a manner satisfactory to the Manager of Planning & Development Services.
- (c) **Undeveloped Lands** - In the event that the subject lands are to be developed in phases the Owner further agrees to grade and seed or crop, to the satisfaction of the Manager of Planning & Development Services, all vacant lands that are not developed within one (1) year of the issuance of the construction permit for the initial phase of the development.

STORM WATER MANAGEMENT

14. (a) **Consulting Engineer** - Prior to the issuance of a building permit, the Owner further agrees to retain a consulting engineer for the design and preparation of drawings for an internal storm water management system to service the subject lands. Such drawings shall be satisfactory to the Corporation's Director of Municipal Services and Ministry of Transportation, if applicable.
- (b) **Construction and Maintenance** - Upon approval of the drawings by the Corporation's Director of Municipal Services, Chief Building Official, Ministry of Transportation, if applicable, and the Owner further agrees to construct and maintain, at the Owner's entire expense, the storm water management system in accordance with the approved drawings and to the satisfaction of the Chief Building Official prior to the issuance of a building permit. Under no circumstance will a building permit be issued for construction until such time as the approved storm water management system has been constructed and is fully functional or a temporary approved storm water management system has been implemented, both to the satisfaction of the Town.
- (c) **Undeveloped Lands** - The Owner further agrees to maintain, grade and keep groomed any undeveloped portions of the subject lands and that any changes to the surface material, grade or use of undeveloped lands shall require a review of the approved Storm Water Management System and will require an amendment to the site plan.
15. **Stormwater Management (abutting lands)** - That the Owner agrees to insure that storm water run-off is properly managed along the edge of the property and that storm water flows on those abutting lands are not negatively impacted.

EXISTING WATERCOURSES AND NATURAL LAND DRAINAGE

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

DEVELOPMENT CHARGES

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

POSTPONEMENT AND SUBORDINATION

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

FINANCIAL SECURITY

19. (a) **Performance Security** - The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$20,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 19 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
- (b) **Deficiency** - The Owner acknowledges and agrees that should there be a deficiency in, or failure to carry out, any work, obligation or matter required by any provision of this Agreement, and the Owner fails to remedy same within 10 days of being given written notice with a direction to carry out such work or matter, the Corporation may draw on the security held and enter onto the property of the Owner and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds of any security held by it.
- (c) **Shortfall** - The Owner further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the return of security, in the event that the Corporation determines that any return of cash or certified funds held by it would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Corporation will not be obliged to return the security held by it until such time as such work is satisfactorily completed or the Corporation has sufficient security to insure that such work will be completed.

COMMENCEMENT/COMPLETION OF WORK/TERMINATION OF AGREEMENT

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

CONVEYANCES AND CONTRIBUTIONS

21. (a) **Conveyances and Contributions** - The Owner further agrees to gratuitously convey or dedicate, in fee simple and without encumbrance, to the Corporation any land,

easement, right of way or otherwise as deemed required by the Corporation, Hydro One, Bell Canada or Union Gas in, through, over and under the subject lands for drainage purposes, sewers, hydro, gas, utilities, water mains and telephone.

(b) **Surveys and Land Descriptions** - In the event that the Owner is required to convey lands, easements, rights of way or otherwise pursuant to this Agreement, then the Owner shall obtain all surveys and land plans or descriptions for lands to be conveyed to the Corporation at the Owner's entire expense.

GENERAL PROVISIONS

22. In addition to the standard site plan agreement requirements the Owner also agrees to:

- i) **Sanitary Sewer Discharge System** – construct and maintain a system acceptable to the Town for the controlled and timed release of sanitary outflow as to not negatively impact on the sanitary sewer collection system.
- ii) **Fire Plan** – provide a fire plan to the Kingsville Fire Department.
- iii) **Construction Site Maintenance and Debris** – provide appropriate on-site construction waste management for the storage and disposal of construction waste and that at no time is waste allowed to accumulate on the site beyond a reasonable level.
- iv) **Wigle Avenue Access** – the access shown on Schedule “A-2017” shall be clearly marked with both pavement markings and signage as an exit only.
- v) **Noise Generation** – noise levels generated by the carwash dryer and vacuum systems located on the property shall maintain an upper limit of 60 dBs maximum measured to the closest existing residential property line.

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

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

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

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

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

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

26. **Amendments** - This Agreement may be amended at any time with the written consent of the Corporation and the registered Owner of the subject lands at the time of such amendment. This Agreement may be amended to permit further additions by replacing the drawings attached in Schedule “A-2017” on file in the office of the Clerk, upon approval of the Corporation, without the need to alter this text or the registration of any additional material on title. Accordingly, it will be necessary for any new Owner to review drawings on file in the office of the Manager of Planning & Development Services to specifically determine that which is permitted at any given point in time. Financial securities may be required by the Corporation for any addition permitted by way of amendment to this Agreement.
27. **Extension of Time** – Time shall always be of the essence of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of both the Owner and the Corporation, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any extension granted by the Corporation will be conditional upon the recalculations of all outstanding monies owed to the Corporation by the Owner pursuant to this Agreement.
28. **Registration** - The Owner hereby consents to the registration of this Agreement on the title of the subject lands at the Owner’s expense.
29. **Officials** – The Director of Municipal Services, the Chief Building Official, the Corporation Solicitor, the Manager of Municipal Services and the Manager of Planning & Development Services referred to herein are those of the Corporation.

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

SIGNED SEALED AND DELIVERED

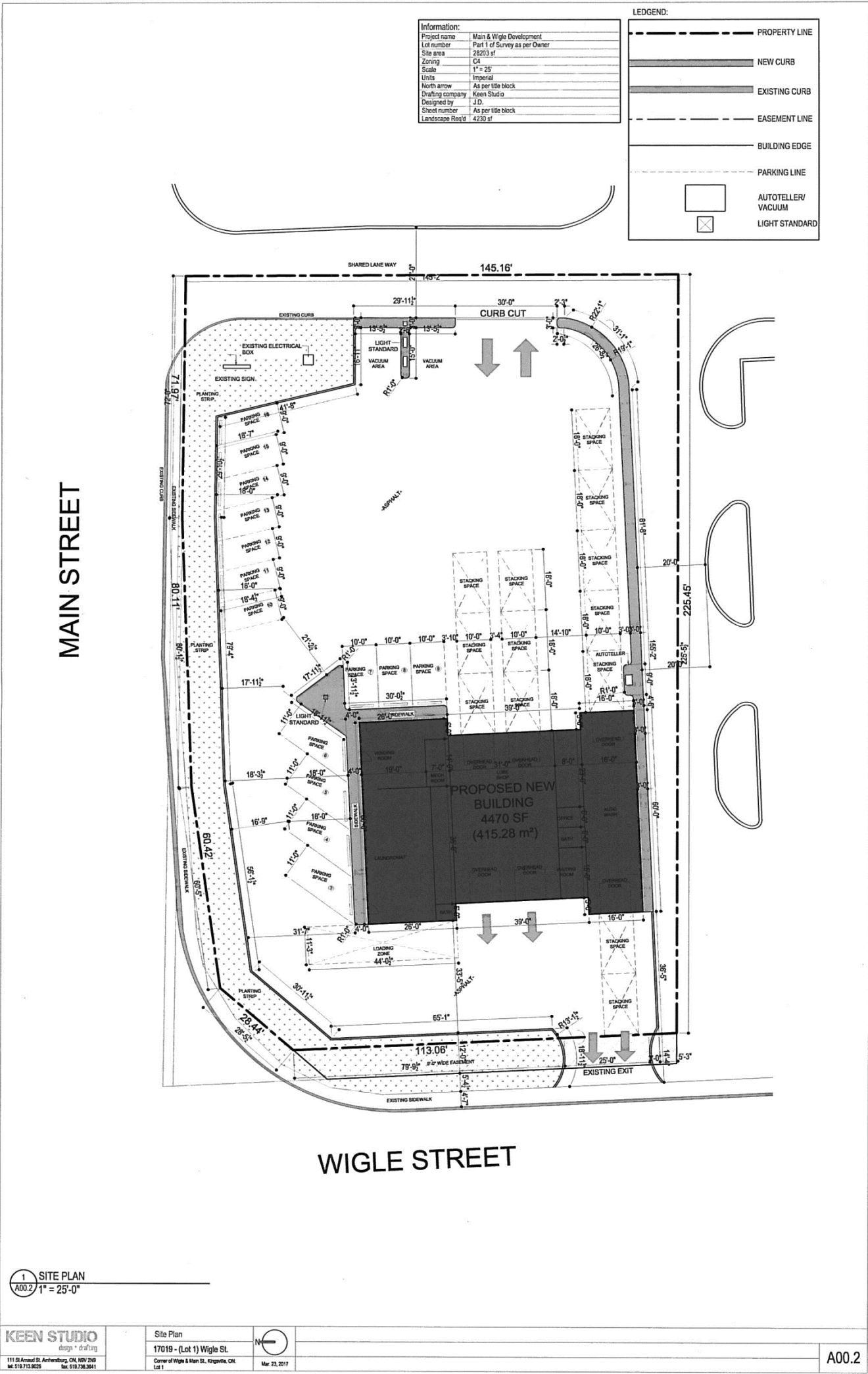
2569299 ONTARIO INC.
I/WE HAVE AUTHORITY TO BIND THE
CORPORATION

**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

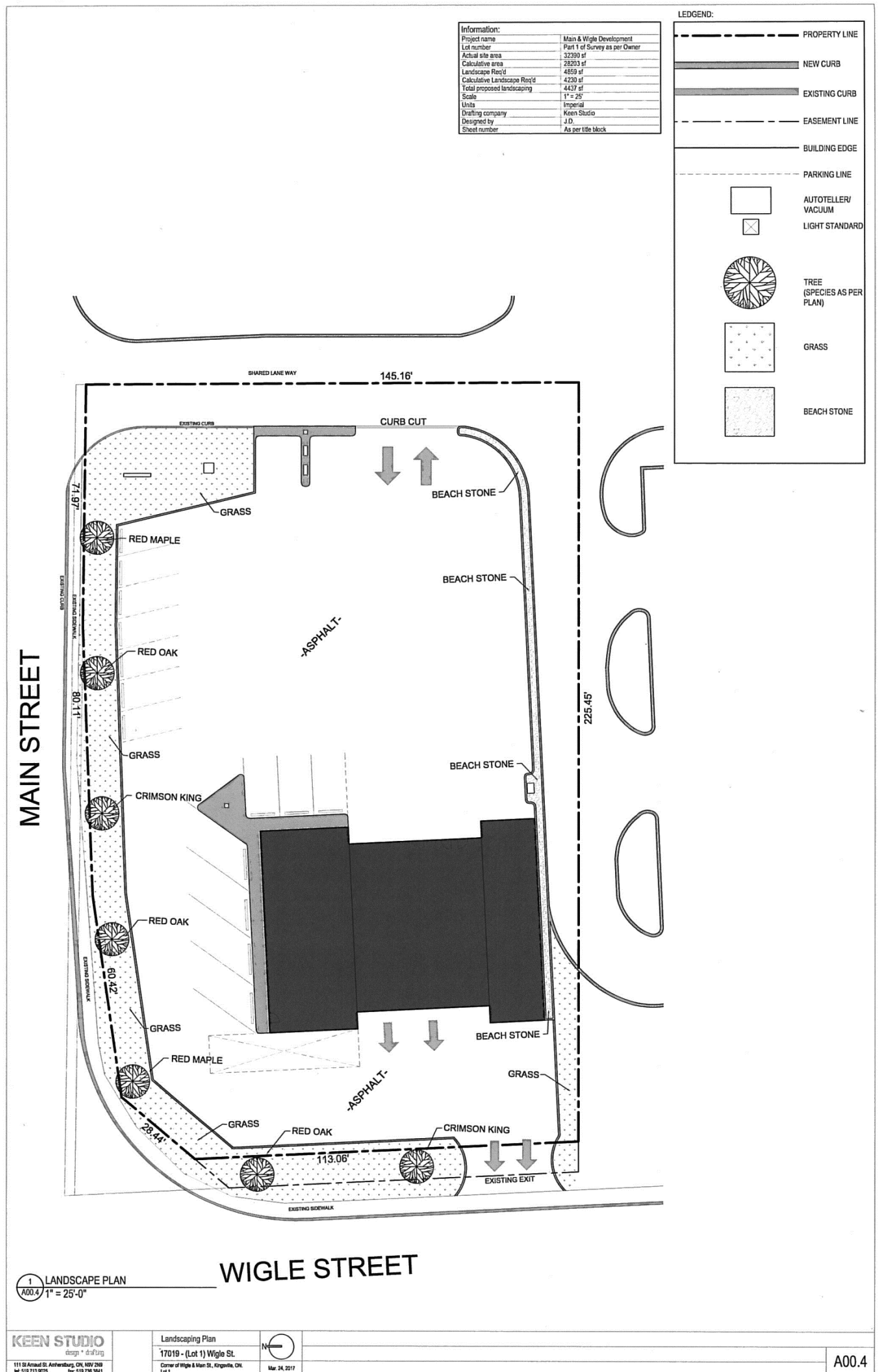
MAYOR NELSON SANTOS

CLERK JENNIFER ASTROLOGO

SCHEDULE "A-2017"
Site Plan



Landscape Plan



THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NUMBER 57-2017

***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:

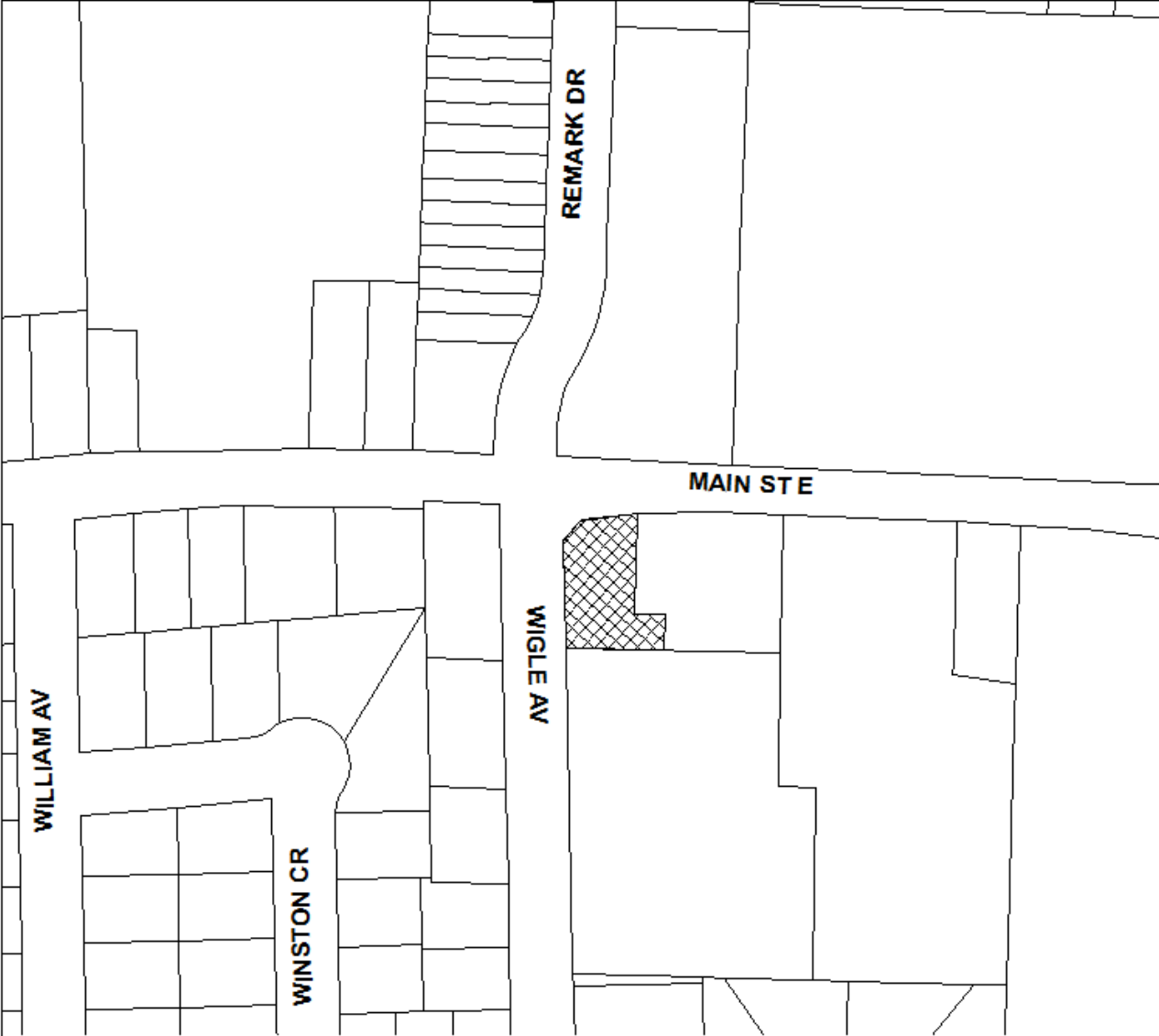
1. Schedule "A", Map 73 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as Part of Block A, Plan 424, Part 1, RP 12R 23854 as shown on Schedule 'A' cross-hatched attached hereto from 'General Commercial – Holding (C4 (h))' to 'General Commercial (C4)'
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 36 of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th DAY OF MAY, 2017.

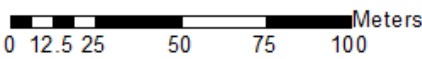
NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

Schedule 'A'



Part of Block A, Plan 424
Part 1, RP 12R 23854
Zoning By-law Amendment ZBA/09/17



Schedule "A", Map 73 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'General Commercial - holding (C4 (h))' to 'General Commercial (C4)'

Town of Kingsville Council Summary Report 2017

Cheque Distributions for the Month of:

APRIL

Department Summary:

Dept. No.	Department Name	Amount
	Credit Card Transactions	\$ 12,259.84
000	Default - Clearing	\$ 521,202.01
110	Council	\$ 1,910.82
112	General Administration	\$ 46,667.89
114	Information Technology	\$ 9,577.50
120	Animal Control	\$ 405.00
121	Fire	\$ 26,701.71
122	OPP	\$ 265,619.49
124	Building	\$ 4,799.47
130	Transportation - Public Works	\$ 87,944.92
131	Sanitation	\$ 91,158.00
151	Cemetery	\$ 4,306.58
170	Arena	\$ 26,213.12
171	Parks	\$ 13,022.34
172	Fantasy of Lights	\$ -
173	Marina	\$ 4,999.31
174	Migration Festival	\$ -
175	Recreation Programs	\$ 330.55
176	Communities in Bloom	\$ 151.72
180	Planning	\$ 2,550.37
181	BIA	\$ 1,610.61
184	Accessibility Committee	\$ 172.99
185	Tourism & Economic Development Committee	\$ 12.85
186	Heritage Committee	\$ 155.69
201	Environmental - Water	\$ 13,391.39
242	Kingsville/Lakeshore West Wastewater	\$ 124,259.17
243	Cottam Wastewater	\$ 6,850.53

Total of Current Expenditures:	\$	1,266,273.87
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***Note HST Rebate details are omitted, but are included in the totals**

Total Number of Current Cheques Issued: 233

Comparison Data:

APRIL 2016

Total of Approved Expenditures:	\$	1,763,447.54
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Total Number of Cheques Issued: 298

* denotes monies to be recouped, billed to third party

**Council Summary Report
Credit Card Transactions
April 2017**

Cheque Number	Cheque Date	Vendor Name	Description	Account	Amount
61989	4/21/2017	TD Canada Trust - SI Visa	OMTRA Conf - Brohman	01-112-098-60254	\$ 280.55
61989	4/21/2017	TD Canada Trust - SI Visa	Debit Rolls	01-112-099-60301	\$ 113.48
61796	4/4/2017	TD Canada Trust - SI Visa	Toner	01-112-099-60301	\$ 305.23
61989	4/21/2017	TD Canada Trust - SI Visa	Ergo Keyboard - L Brohman	01-112-099-60358	\$ 84.62
61796	4/4/2017	TD Canada Trust - SI Visa	Notification System	01-114-360-71712	\$ 2,371.16
61796	4/4/2017	TD Canada Trust - SI Visa	Notification System	01-114-360-71712	\$ 57.05
61989	4/21/2017	TD Canada Trust - SI Visa	OAPSB Conf - Patterson	01-122-098-60253	\$ 660.13
61796	4/4/2017	TD Canada Trust - SI Visa	Asset Mgmt Course - Martinho	01-130-098-60254	\$ 1,831.68
61796	4/4/2017	TD Canada Trust - SI Visa	Bridge Inspection - Girard	01-130-098-60254	\$ 936.55
61796	4/4/2017	TD Canada Trust - SI Visa	Bridge Inspection - Mackie	01-130-098-60254	\$ 936.55
61989	4/21/2017	TD Canada Trust - SI Visa	Courtyard Marriott - Girard	01-130-098-60254	\$ (75.66)
61989	4/21/2017	TD Canada Trust - SI Visa	Courtyard Marriott - Mackie	01-130-098-60254	\$ (75.66)
61796	4/4/2017	TD Canada Trust - SI Visa	Road School - Mackie	01-130-098-60254	\$ 423.62
61796	4/4/2017	TD Canada Trust - SI Visa	P&R Facility Maintenance	01-171-099-60315	\$ 18.40
61796	4/4/2017	TD Canada Trust - SI Visa	P&R Facility Maintenance	01-171-099-60315	\$ 46.78
61796	4/4/2017	TD Canada Trust - SI Visa	P&R Facility Maintenance	01-171-099-60315	\$ 42.24
61796	4/4/2017	TD Canada Trust - SI Visa	P&R Facility Maintenance	01-171-099-60315	\$ 40.72
61989	4/21/2017	TD Canada Trust - SI Visa	Annual Fee	01-171-099-60345	\$ 223.87
61989	4/21/2017	TD Canada Trust - SI Visa	Pavilion - Facility Mtce	01-171-155-60315	\$ 287.46
61796	4/4/2017	TD Canada Trust - SI Visa	White Stakes	01-171-177-60337	\$ 85.12
61989	4/21/2017	TD Canada Trust - SI Visa	2017 Clock Service Plan	01-181-360-71644	\$ 799.82
61989	4/21/2017	TD Canada Trust - SI Visa	Sensus Radio Read	02-201-099-63015	\$ 6.41
61989	4/21/2017	TD Canada Trust - SI Visa	Water Meter Parts	02-201-099-63015	\$ 6.41
61989	4/21/2017	TD Canada Trust - SI Visa	Water Meters	02-201-099-63015	\$ 65.18
61989	4/21/2017	TD Canada Trust - SI Visa	Software Support Renewal	02-201-182-60448	\$ 2,275.71
61991	4/21/2017	TD Canada Trust - PVMW	OSUM Conference - Patterson	01-110-106-60253	\$ 141.16
61991	4/21/2017	TD Canada Trust - PVMW	OSUM Conference - Neufeld	01-110-105-60253	\$ 141.16
61991	4/21/2017	TD Canada Trust - PVMW	OSUM Conference - Santos	01-110-100-60253	\$ 157.77
62025	4/24/2017	TD Canada Trust - PVMW	Annual Fee	01-112-099-60346	\$ 49.00
61990	4/21/2017	TD Canada Trust - NS Visa	Double Tree - Santos	01-110-100-60253	\$ 23.33
Total Credit Card Transactions					\$12,259.84

**Town of Kingsville
 Council Summary Report**

Ranges: From: To:
 Vendor ID: First Last
 Vendor Name: First Last
 Cheque Date: 4/1/2017 4/30/2017
 Sorted By: Cheque Number

Distribution Types Included: PURCH

Cheque Number	Cheque Date	Vendor Name	Description	Amount
Total For Department				\$0.00
000				
0061805	*	4/11/2017 Bondy, Riley, Koski	Site Plan Ag. SPA0613/SPA1214 01-000-020-22157	\$509.84
0061805	*	4/11/2017 Bondy, Riley, Koski	Site Plan Ag. SPA0613/SPA1214 01-000-020-22081	\$509.84
0061818	*	4/11/2017 Dillon Consulting	Peer Review - Traffic Impact 01-000-020-22207	\$1,016.58
0061840	*	4/11/2017 I.B.E.W. #636	Remittance March 12-25/17 01-000-000-21006	\$564.67
0061844	*	4/11/2017 Kingsville Fire Fighter Assoc	Remittance February 2017 01-000-000-21014	\$360.00
0061871	*	4/11/2017 REALTAX INC	Proceed with File 280-38500 01-000-030-21307	\$565.00
0061871	*	4/11/2017 REALTAX INC	Proceed with File 150-06700 01-000-030-21307	\$565.00
0061871	*	4/11/2017 REALTAX INC	Proceed with File - 250-03100 01-000-030-21307	\$457.92
0061871	*	4/11/2017 REALTAX INC	Proceed with File - 550-00690 01-000-030-21307	\$508.50
0061871	*	4/11/2017 REALTAX INC	Proceed with File - 270-38801 01-000-030-21307	\$508.50
0061871	*	4/11/2017 REALTAX INC	Proceed with File - 290-37900 01-000-030-21307	\$565.00
0061871	*	4/11/2017 REALTAX INC	Proceed with File - 590-05937 01-000-030-21307	\$565.00
0061871	*	4/11/2017 REALTAX INC	Proceed with File - 150-08200 01-000-030-21307	\$508.50
0061871	*	4/11/2017 REALTAX INC	Proceed with File - 310-10500 01-000-030-21307	\$508.50
0061871	*	4/11/2017 REALTAX INC	Final Notice - 370-11704 01-000-030-21307	\$418.10
0061871	*	4/11/2017 REALTAX INC	Final Notice - 140-00300 01-000-030-21307	\$372.90
0061871	*	4/11/2017 REALTAX INC	Final Notice - 170-08950 01-000-030-21307	\$327.70
0061871	*	4/11/2017 REALTAX INC	Final Notice - 190-06700 01-000-030-21307	\$395.50
0061871	*	4/11/2017 REALTAX INC	Final Notice - 370-11702 01-000-030-21307	\$372.90
0061871	*	4/11/2017 REALTAX INC	Final Notice - 250-03300 01-000-030-21307	\$531.10

Town of Kingsville Council Summary Report

Cheque Number		Cheque Date	Vendor Name	Description	Cheque Amount
0061871	*	4/11/2017	REALTAX INC	Final Notice - 250-03400 01-000-030-21307	\$502.85
0061871	*	4/11/2017	REALTAX INC	Final Notice - 370-11700 01-000-030-21307	\$485.90
0061871	*	4/11/2017	REALTAX INC	Final Notice - 280-38300 01-000-030-21307	\$395.50
0061872	*	4/11/2017	Reg Clark Trucking Ltd.	Sweetman-Knister Drain 01-000-023-14080	\$1,007.42
0061877	*	4/11/2017	Sarah Sacheli	2016 Heritage Rebate 170-02100 01-000-031-21418	\$717.47
0061883	*	4/11/2017	Shilson Excavation & Trucking I	Erosion Protection 01-000-023-14080	\$2,971.90
0061883	*	4/11/2017	Shilson Excavation & Trucking I	Orton Drain 01-000-023-14080	\$574.94
0061883	*	4/11/2017	Shilson Excavation & Trucking I	Lovelace Drain 01-000-023-14080	\$1,170.24
0061883	*	4/11/2017	Shilson Excavation & Trucking I	N.Br of East Br of No.47 Drain 01-000-023-14080	\$2,022.48
0061883	*	4/11/2017	Shilson Excavation & Trucking I	East Br of No. 47 Drain 01-000-023-14080	\$641.09
0061891	*	4/11/2017	United Way	Remittance March 2017 01-000-000-21012	\$129.00
0061902		4/11/2017	Workplace Safety & Insurance E	Remittance March 2017 01-000-000-21007	\$15,607.64
0061903	*	4/21/2017	1646322 Ontario Limited	App Withdrawan SUB/01/17 01-000-020-22118	\$5,000.00
0061910	*	4/21/2017	Baird AE Inc	Union Ave Drain Extension 01-000-023-14080	\$993.56
0061912	*	4/21/2017	BioLogic Incorporated	Env Study - Union Ave Drain 01-000-023-14080	\$2,462.59
0061914	*	4/21/2017	Blackrock Consulting	ROATC Phase 8B 01-000-006-13199	\$7,255.00
0061918	*	4/21/2017	Chris King & Sons Construction	Deposit Rfnd - 73 Robin Crt 01-000-000-21410	\$1,000.00
0061918	*	4/21/2017	Chris King & Sons Construction	Deposit Rfnd - 175 Woodycrest 01-000-000-21410	\$1,000.00
0061918	*	4/21/2017	Chris King & Sons Construction	Deposit Rfnd - 397 Pearse Dr 01-000-000-21410	\$1,000.00
0061919	*	4/21/2017	Coghill Construction	Deposit Rfnd - 19/25 Hillview 01-000-000-21410	\$1,000.00
0061937	*	4/21/2017	Ewe Dell Family Farm	Deposit Rfnd - 104 County Rd 8 01-000-000-21410	\$1,000.00
0061945	*	4/21/2017	Paul Ingratta	Site Plan Security Dep Refund 01-000-020-21501	\$10,000.00
0061954	*	4/21/2017	Kingsville Gosfield Heritage	2 Sets of Books 01-000-030-21376	\$70.00
0061965	*	4/21/2017	Noah Homes	Deposit Rfnd - 1315 Briarwood 01-000-000-21410	\$1,000.00
0061974	*	4/21/2017	RC Spencer Associates Inc.	Mucci Bridge 01-000-023-14080	\$2,559.26
0061975	*	4/21/2017	REALTAX INC	Final Notice 140-00200 01-000-030-21307	\$372.90
0061981		4/21/2017	Royal Benefits Inc	Claims - March 01-000-006-12002	\$18.79
0062021		4/24/2017	Nevan Construction Inc	PPC #3 Lakeview Ave 01-000-027-20030	\$449,660.21
0062022	*	4/24/2017	HYDRO ONE	41 Conc Lot 22 Moroun Pump Stn 01-000-023-14080	\$452.22

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 000				\$521,202.01
110	-			
0061955	4/21/2017	Laser Art Inc.	Hoop Shirts 01-110-099-60300	\$258.47
0061969	4/21/2017	Pressed Metal Products	Colonel King Medal 01-110-099-60300	\$1,526.40
0061973	4/21/2017	Gord Queen	Mileage 01-110-101-60253	\$125.95
Total For Department 110				\$1,910.82
112	-			
0061800	4/11/2017	Advance Business Systems	Sealer 01-112-099-60301	\$99.72
0061800	4/11/2017	Advance Business Systems	Postage Leak 01-112-099-60308	\$212.45
0061802	4/11/2017	AMCTO	Mun Clerks Forum - Astrologo 01-112-098-60254	\$208.61
0061804	4/11/2017	Jennifer Astrologo	Motion-Superior Crt of Justice 01-112-099-60313	\$12.02
0061807	4/11/2017	Diane Broda	Payroll Law - Broda 03/24/17 01-112-098-60254	\$51.80
0061807	4/11/2017	Diane Broda	Drainage Assessment Course 01-112-098-60254	\$16.05
0061810	4/11/2017	Canada Post Corporation	Late Charge Re. Credit 01-112-099-60346	\$62.41
0061811	4/11/2017	Compugen Inc.	CAO Copies 01-112-099-60301	\$1.94
0061811	4/11/2017	Compugen Inc.	Admin - Copies 01-112-099-60301	\$516.46
0061812	4/11/2017	Culligan Water	Cooler Rental 01-112-099-60311	\$28.44
0061823	4/11/2017	Ergonow Incorporated	Ergo Items 01-112-099-60358	\$422.28
0061852	4/11/2017	McTague Law Firm	Kingsville ats Wood Matter 01-112-099-60319	\$16,132.98
0061856	4/11/2017	Monarch Office Supply	Office Supplies 01-112-099-60301	\$743.72
0061856	4/11/2017	Monarch Office Supply	Office Supplies 01-112-099-60317	\$44.68
0061862	4/11/2017	HYDRO ONE	2021 Division Admin #J027150 01-112-099-60314	\$4,008.04
0061863	4/11/2017	Ontario Municipal Human Resou	HR Position - Ad 01-112-099-60306	\$178.08
0061869	4/11/2017	Purolator Courier Service	Courier Expense 01-112-099-60305	\$46.93
0061874	4/11/2017	Ricci, Enns, Rollier & Settringt	Provincial Offence Prosecution 01-112-099-60319	\$1,558.19
0061875	4/11/2017	Robert J. Swayze	Integrity Commissioner 01-112-099-60319	\$142.46

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061879	4/11/2017	SCM Insurance Services	Cichon Claim 01-112-099-60313	\$1,127.00
0061884	4/11/2017	Signs by Nommel	General Insurance Deductible 01-112-099-60313	\$712.32
0061888	4/11/2017	Telus Mobility	Telus BB Bill 01-112-099-60327	\$1,421.08
0061888	4/11/2017	Telus Mobility	Telus BB Bill 01-112-099-60327	\$1,419.86
0061888	4/11/2017	Telus Mobility	Telus BB Bill 01-112-099-60346	\$31.56
0061889	4/11/2017	Town of Kingsville	2021 Division Admin 01-112-099-60314	\$62.00
0061908	4/21/2017	AMCTO	HR Job Ad 01-112-099-60306	\$508.80
0061909	4/21/2017	ATM Pharmacies Ltd	Rent - Unit 10, 59 Main St E 01-112-099-60376	\$1,664.08
0061911	4/21/2017	Bell Canada	2021 Division R N 01-112-099-60327	\$612.87
0061911	4/21/2017	Bell Canada	2021 Division Rd N 01-112-099-60327	\$559.68
0061917	4/21/2017	Chartered Professional Account	2017 Membership - R McLeod 01-112-099-60320	\$976.89
0061927	4/21/2017	D.H.Kingsville Investments Inc	Medical Centre Rent 01-112-099-60366	\$3,013.68
0061930	4/21/2017	E.L.K. Energy Inc	Rent - Pearl Street 01-112-099-60311	\$450.02
0061930	4/21/2017	E.L.K. Energy Inc	Rent - Pearl Street 01-112-099-60346	-\$8.00
0061930	4/21/2017	E.L.K. Energy Inc	Rent - Pearl St 01-112-099-60311	\$450.02
0061933	4/21/2017	Essex Free Press	Job Posting - HR Manager 01-112-099-60306	\$212.41
0061933	4/21/2017	Essex Free Press	Job Posting - Parks & Rec 01-112-099-60306	\$121.38
0061941	4/21/2017	G&K Services Canada Inc	Town Hall - Mats 01-112-099-60315	\$87.36
0061944	4/21/2017	Tony Iacobelli	Ergo - L Brohman 01-112-099-60358	\$239.72
0061952	4/21/2017	Kingsville Home Hardware	Town Hall - Facility Mtce 01-112-099-60315	\$8.86
0061960	4/21/2017	Merchant Paper Company	Town Hall -Janitorial Supplies 01-112-099-60315	\$252.60
0061967	4/21/2017	Policella Plumbing, Heating	Town Hall - Facility Mtce 01-112-099-60315	\$101.76
0061981	4/21/2017	Royal Benefits Inc	Claims - March 01-112-072-60222	\$1,206.17
0061981	4/21/2017	Royal Benefits Inc	Claims - March 01-112-072-60223	\$1,151.88
0061985	4/21/2017	Sims Publications Incorporated	Job Posting - HR Manager 01-112-099-60306	\$146.53
0061985	4/21/2017	Sims Publications Incorporated	Job Posting - Parks & Rec 01-112-099-60306	\$91.58
0061987	4/21/2017	Southpoint Sun	Job Ads - Firefighter/CIB 01-112-099-60306	\$369.39
0061993	4/21/2017	Tri-County Copiers Plus	Front Counter Copies 01-112-099-60301	\$178.22
0061995	4/21/2017	Truax Lumber	4 Town Hall Facility Mtce 01-112-099-60315	\$4.87

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061998	4/21/2017	Union Gas Limited	2021 Division Rd N - Town Hall 01-112-099-60314	\$546.23
0061999	4/21/2017	Peggy Van Mierlo-West	Mileage 01-112-099-60400	\$220.78
0062014	4/24/2017	Jennifer Astrologo	AMCTO - Clerk's Forum 01-112-098-60254	\$469.95
0062015	4/24/2017	Compugen Finance Inc.	Copier Lease 01-112-099-60311	\$768.94
0062018	4/24/2017	Tara Hewitt	Interviewer Lunch - Fire Chief 01-112-099-60317	\$41.01
0062018	4/24/2017	Tara Hewitt	Lunch & Learn Webinar 01-112-098-60254	\$142.98
0062020	4/24/2017	Ryan McLeod	Coffee Maker for Lunch Room 01-112-099-60358	\$152.63
0062024	4/24/2017	R. Moir Cleaning Service	Monthly Cleaning - Town Hall 01-112-099-60341	\$1,831.68
0062025	4/24/2017	TD Canada Trust - PVMW	Annual Fee 01-112-099-60346	\$49.00
0062027	4/26/2017	License to Sear	Council/Mayor Workshop Lunch 01-112-098-60258	\$782.84

Total For Department 112 \$46,667.89

114 -

0061803	4/11/2017	Applied Computer Solutions Inc	Wireless Radio Maintenance 01-114-099-60309	\$238.12
0061803	4/11/2017	Applied Computer Solutions Inc	Hardware Switch - Env Serv 01-114-099-60309	\$594.28
0061803	4/11/2017	Applied Computer Solutions Inc	Wall Mount Kits Phones 01-114-099-60317	\$330.72
0061839	4/11/2017	Tony Iacobelli	London Technology Showcase 01-114-098-60254	\$173.11
0061839	4/11/2017	Tony Iacobelli	Mileage 01-114-099-60400	\$127.40
0061860	4/11/2017	Next Dimension	Firewall Maintenance 01-114-099-60309	\$100.74
0061868	4/11/2017	Public Sector Digest Inc.	Software Maintenance 01-114-099-60309	\$2,861.53
0061932	4/21/2017	eSCRIBE Software Ltd	Maintenance Contract 01-114-099-60309	\$5,151.60

Total For Department 114 \$9,577.50

120 -

0061901	4/11/2017	Larry Wood	Animal Control - Feb 2017 01-120-280-60124	\$385.00
0062009	4/21/2017	Windsor Essex County Humane	Stray Cats - March 01-120-280-60377	\$20.00

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 120				\$405.00
<u>121</u>	-			
0061801	4/11/2017	Allstream Business Inc	Fire Emerg Calls 519-733-2399 01-121-099-60327	\$41.72
0061811	4/11/2017	Compugen Inc.	Fire - Copies 01-121-099-60301	\$59.33
0061814	4/11/2017	Darch Fire	Fire - Small Capital 01-121-099-60358	\$844.61
0061817	4/11/2017	Dependable Emergency Vehicle	Fire - Equipment Repair 01-121-099-60316	\$325.63
0061822	4/11/2017	E.L.K. Energy Inc	120 Fox St 01-121-099-60314	\$247.61
0061826	4/11/2017	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$205.60
0061826	4/11/2017	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$286.94
0061826	4/11/2017	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$129.01
0061827	4/11/2017	FireHouse Catering	Annual Recognition Dinner 01-121-099-60317	\$2,144.19
0061828	4/11/2017	Fisher's Regalia & Uniform Ac	Recognition Service Pins 01-121-072-60216	\$123.98
0061829	4/11/2017	Flower Fashions	Annual Recognition Dinner 01-121-099-60317	\$147.55
0061832	4/11/2017	Global Traffic Technologies Car	2017 Q2 Lease Billing 01-121-099-60311	\$2,026.19
0061833	4/11/2017	Gosfield North Communications	Cottam Fire Hall 01-121-099-60327	\$183.26
0061846	4/11/2017	Laser Art Inc.	Name Plates 01-121-099-60315	\$28.75
0061849	4/11/2017	Loblaw Inc.	Carpet Cleaner Rental 01-121-099-60315	\$32.93
0061849	4/11/2017	Loblaw Inc.	Carpet Cleaner 01-121-099-60315	\$23.39
0061854	4/11/2017	Mister Mat	Fire - Mats 01-121-099-60315	\$43.30
0061856	4/11/2017	Monarch Office Supply	Office Supplies 01-121-099-60301	\$45.44
0061856	4/11/2017	Monarch Office Supply	Office Supplies 01-121-099-60317	\$38.71
0061857	4/11/2017	Scott Moore	COD Charges- DC Custom Covers 01-121-099-60316	\$10.48
0061865	4/11/2017	Teresa Policella	OFCAAA Meeting March 24/17 01-121-099-60317	\$15.80
0061869	4/11/2017	Purolator Courier Service	Courier Expense 01-121-099-60305	\$5.89
0061869	4/11/2017	Purolator Courier Service	Courier Expense 01-121-099-60305	\$5.24
0061882	4/11/2017	Dorothy Shepley	Cleaning Service 01-121-099-60341	\$333.33
0061887	4/11/2017	Southwest Diesel Service Inc	Unit 218 Repair 01-121-099-60316	\$480.65

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061889	4/11/2017	Town of Kingsville	1720 Division Rd N 01-121-099-60314	\$57.50
0061890	4/11/2017	Town of LaSalle	Quarterly Dispatching Costs 01-121-100-60715	\$10,830.93
0061890	4/11/2017	Town of LaSalle	2016 Rate Adjustment 01-121-100-60715	\$1,041.00
0061894	4/11/2017	Waffle's Laminating & Framing	2017 Service Recognition 01-121-099-60317	\$79.37
0061897	4/11/2017	Windsor Factory Supply	Fire - Equipment Repair 01-121-099-60316	\$10.18
0061907	4/21/2017	Al's Auto Repair	Command 1 - Tahoe Repair 01-121-099-60316	\$804.16
0061907	4/21/2017	Al's Auto Repair	Command 2 - Annual Safety 01-121-099-60316	\$173.40
0061907	4/21/2017	Al's Auto Repair	Command 1 - Annual Safety 01-121-099-60316	\$91.53
0061907	4/21/2017	Al's Auto Repair	Command 2 - Tool Boxes 01-121-099-60358	\$696.61
0061922	4/21/2017	Darch Fire	Inspect Aerial Truck 01-121-360-71722	\$1,221.12
0061923	4/21/2017	Jeff Dean	TRT Training Lunch -April 9/17 01-121-099-60317	\$32.52
0061923	4/21/2017	Jeff Dean	Chief's Meeting - April 6/17 01-121-099-60317	\$15.96
0061924	4/21/2017	DeLage Landen	Fire - Copier 01-121-099-60311	\$71.25
0061939	4/21/2017	Fireservice Management Ltd.	Fire - Bunker Gear 01-121-099-60316	\$215.99
0061941	4/21/2017	G&K Services Canada Inc	Fire - Mats 01-121-099-60315	\$41.72
0061946	4/21/2017	Inland Liferrafts & Marine Limitec	Fire - Equipment Repair 01-121-099-60316	\$192.93
0061952	4/21/2017	Kingsville Home Hardware	Fire - Storage Boxes 01-121-099-60316	\$24.40
0061952	4/21/2017	Kingsville Home Hardware	Fire - Vacuum for North Stn 01-121-099-60316	\$254.39
0061952	4/21/2017	Kingsville Home Hardware	Fire - Facility Mtce/Equip Rep 01-121-099-60315	\$31.54
0061952	4/21/2017	Kingsville Home Hardware	Fire - Facility Mtce/Equip Rep 01-121-099-60316	\$21.65
0061952	4/21/2017	Kingsville Home Hardware	Fire - Cleaning Supplies 01-121-099-60315	\$16.85
0061962	4/21/2017	M&L Supply	Bunker Gear - Helmet - Parsons 01-121-099-60701	\$355.09
0061963	4/21/2017	Scott Moore	OMFPOA Symposium May28-Jun 1 01-121-098-60254	\$630.91
0061966	4/21/2017	HYDRO ONE	1720 Division Rd N 01-121-099-60314	\$788.30
0061971	4/21/2017	Purolator Courier Service	Courier Expense 01-121-099-60305	\$3.99
0061994	4/21/2017	Tri-County Poly-Protective Inc	Bedliner 01-121-099-60358	\$493.54
0061998	4/21/2017	Union Gas Limited	1720 Division Rd N 01-121-099-60314	\$218.85
0061998	4/21/2017	Union Gas Limited	120 Fox St 01-121-099-60314	\$406.24
0062008	4/21/2017	Thomas Windibank	Station Stand-by 01-121-099-60317	\$50.26

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
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Total For Department 121 \$26,701.71

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0061799	4/11/2017	ABSOLUTE CANADIAN	Water 01-122-099-60317	\$34.75
0061822	4/11/2017	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$682.07
0061833	4/11/2017	Gosfield North Communications	OPP Cottam 01-122-099-60327	\$123.19
0061841	4/11/2017	John and Michelle Ivanisko	Retroactive Adj - Jan-Apr 2017 01-122-260-60342	\$360.21
0061895	4/11/2017	Nancy Wallace-Gero	OAPSB Conference 01-122-098-60253	\$760.84
0061904	4/21/2017	ABSOLUTE CANADIAN	OPP - Water 01-122-099-60317	\$34.75
0061941	4/21/2017	G&K Services Canada Inc	OPP - Mats 01-122-099-60315	\$86.73
0061947	4/21/2017	John and Michelle Ivanisko	Cottam OPP Lease 01-122-260-60342	\$540.31
0061952	4/21/2017	Kingsville Home Hardware	Facility Mtce 01-122-099-60315	\$5.79
0061953	4/21/2017	Kingsville Community Policing C	2017 Allotment 01-122-099-60343	\$5,000.00
0061961	4/21/2017	Minister of Finance (OPP)	OPP Contract - April 01-122-072-60120	\$255,213.63
0061976	4/21/2017	Reliance Home Comfort	41 Division St S 01-122-099-60314	\$37.61
0061978	4/21/2017	Ricoh Canada	Photocopier March 2017 01-122-099-60311	\$284.33
0061978	4/21/2017	Ricoh Canada	Photocopier Feb 2017 01-122-099-60311	\$317.91
0061979	4/21/2017	Ricci, Enns, Rollier & Settingr	FTA Meeting 01-122-099-60319	\$195.89
0061980	4/21/2017	R. Moir Cleaning Service	Cleaning - K'ville OPP 01-122-099-60341	\$915.84
0061980	4/21/2017	R. Moir Cleaning Service	Cleaning - Cottam OPP 01-122-099-60341	\$203.52
0061998	4/21/2017	Union Gas Limited	41 Division St S 01-122-099-60314	\$309.25
0062011	4/21/2017	Windsor Window Imaging Inc.	Window Imaging 01-122-099-60315	\$512.87

Total For Department 122 \$265,619.49

124

0061851	4/11/2017	MC Business Solutions Ltd	Copier 01-124-099-60302	\$139.10
0061856	4/11/2017	Monarch Office Supply	Office Supplies 01-124-099-60301	\$105.49
0061866	4/11/2017	Preview Inspections and Consu	Contracted Services 01-124-072-60120	\$4,350.24

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061981	4/21/2017	Royal Benefits Inc	Claims - March 01-124-072-60222	\$204.64
Total For Department 124				\$4,799.47
130				
0061798	4/11/2017	1797465 Ontario Limited	Clean Septic Tanks 01-130-099-60315	\$152.64
0061813	4/11/2017	D & L Digging	Streetlight Repair - Coghill 01-130-114-60413	\$4,067.85
0061818	4/11/2017	Dillon Consulting	Road 2 W Bridge - Design 01-130-360-71339	\$5,067.64
0061822	4/11/2017	E.L.K. Energy Inc	390 Main St E Traffic Lights 01-130-110-60402	\$78.80
0061822	4/11/2017	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$64.82
0061822	4/11/2017	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$219.92
0061822	4/11/2017	E.L.K. Energy Inc	Streetlights - Kingsville 01-130-114-60412	\$6,202.75
0061822	4/11/2017	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$171.70
0061822	4/11/2017	E.L.K. Energy Inc	Spruce & Main Traffic Lights 01-130-110-60402	\$219.92
0061822	4/11/2017	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$29.45
0061822	4/11/2017	E.L.K. Energy Inc	Streetlights - Cottam 01-130-114-60412	\$1,302.56
0061830	4/11/2017	Fluid Basics Inc	13-06 - Fix GPS 01-130-099-60460	\$244.58
0061836	4/11/2017	Heaton Sanitation	Roadside Obs - Camerson Sdrd 01-130-141-60429	\$610.56
0061837	4/11/2017	Hotsy Cleaning Systems	Soap for Washing Fleet 01-130-099-60335	\$324.48
0061842	4/11/2017	Jeff Shepley Excavating Ltd.	Road Salt Trucking 01-130-122-60420	\$1,695.43
0061843	4/11/2017	K+S Windsor Salt Ltd.	Bulk Roads Salt 01-130-122-60420	\$10,004.94
0061843	4/11/2017	K+S Windsor Salt Ltd.	Bulk Roads Salt 01-130-122-60420	\$9,878.63
0061856	4/11/2017	Monarch Office Supply	Office Supplies 01-130-099-60301	\$11.98
0061858	4/11/2017	Myer's Truck & Trailer Repairs L	Crown Spray for Fleet 01-130-099-60335	\$82.43
0061862	4/11/2017	HYDRO ONE	Streetlights - Cranberry St 01-130-114-60412	\$14.63
0061862	4/11/2017	HYDRO ONE	Streetlights - Holly St 01-130-114-60412	\$15.35
0061862	4/11/2017	HYDRO ONE	Streetlights - Rd 2W 01-130-114-60412	\$19.88
0061862	4/11/2017	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$4.33
0061862	4/11/2017	HYDRO ONE	Streetlights - Conservation 01-130-114-60412	\$671.90

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061862	4/11/2017	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$4.33
0061867	4/11/2017	Pro Bid Contractors Ltd.	CB and Road Crossing - Road 9 01-130-141-60429	\$4,477.44
0061878	4/11/2017	Sam's Service Facility	04-04 Service and Repair 01-130-099-60316	\$395.73
0061878	4/11/2017	Sam's Service Facility	05-02 - Fix Plow 01-130-099-60316	\$373.97
0061878	4/11/2017	Sam's Service Facility	14-05 Maintenance 01-130-099-60316	\$61.06
0061885	4/11/2017	Sims Publications Incorporated	Photocopy Reports - Esseltine 01-130-360-71547	\$875.13
0061889	4/11/2017	Town of Kingsville	PW Garage 01-130-099-60314	\$179.00
0061893	4/11/2017	Waddick Fuels	Clear ULS 01-130-099-60340	\$689.23
0061893	4/11/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$856.31
0061893	4/11/2017	Waddick Fuels	Clear ULS 01-130-099-60340	\$2,784.98
0061893	4/11/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$468.60
0061916	4/21/2017	Chapman Signs	Signs and Magnets 01-130-132-60428	\$87.43
0061934	4/21/2017	Essex Region Conservation Aut	Spring Large Stock Tree 01-130-099-60425	\$1,413.84
0061936	4/21/2017	Essex County Mun. Supervisors	Annual Membership Dues 01-130-099-60320	\$250.00
0061938	4/21/2017	Fastenal Canada	Bolts for Benches 01-130-099-60455	\$72.81
0061949	4/21/2017	J.J.Tires Limited	06-01 - New Tires 01-130-099-60316	\$750.34
0061950	4/21/2017	Joe Johnson Equipment Inc.	Parts for Sweeper Brushes 01-130-110-60422	\$398.78
0061952	4/21/2017	Kingsville Home Hardware	PW - Flashlight 01-130-099-60357	\$10.17
0061952	4/21/2017	Kingsville Home Hardware	PW - Oil for Chainsaw 01-130-099-60316	\$4.66
0061952	4/21/2017	Kingsville Home Hardware	PW - Sign Truck Service 01-130-099-60316	\$5.32
0061952	4/21/2017	Kingsville Home Hardware	PW - Sign Post Repairs 01-130-132-60428	\$14.23
0061952	4/21/2017	Kingsville Home Hardware	Sign Truck Service 01-130-099-60316	\$8.13
0061952	4/21/2017	Kingsville Home Hardware	PW - Driver for Drill 01-130-099-60357	\$21.36
0061952	4/21/2017	Kingsville Home Hardware	PW - Cutting Wheel for Shop 01-130-099-60357	\$5.68
0061952	4/21/2017	Kingsville Home Hardware	PW - 12-02 Repair Plow 01-130-099-60316	\$12.88
0061952	4/21/2017	Kingsville Home Hardware	PW - Park Benches Anchor Bolts 01-130-099-60456	\$44.87
0061952	4/21/2017	Kingsville Home Hardware	PW - Recycle Box for Office 01-130-099-60301	\$6.11
0061952	4/21/2017	Kingsville Home Hardware	PW - Paint for Benches 01-130-099-60455	\$45.02
0061952	4/21/2017	Kingsville Home Hardware	PW - 11-03 Shovel 01-130-099-60357	\$13.22

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061956	4/21/2017	Leamington Int. Trucks	12-03 Fix Wire Harness 01-130-099-60316	\$881.53
0061956	4/21/2017	Leamington Int. Trucks	15-01 Fix Hydraulic Leak 01-130-099-60316	\$800.54
0061972	4/21/2017	Queens Auto Supply	Parts for Sweeper 01-130-110-60422	\$28.67
0061972	4/21/2017	Queens Auto Supply	12-08 Service 01-130-099-60316	\$47.56
0061972	4/21/2017	Queens Auto Supply	88-01 Battery for Grader 01-130-099-60316	\$344.86
0061972	4/21/2017	Queens Auto Supply	Washer Fluid 01-130-099-60335	\$24.34
0061972	4/21/2017	Queens Auto Supply	Brake Cleaner for Shop 01-130-099-60335	\$12.05
0061972	4/21/2017	Queens Auto Supply	Parts for Sweeper 01-130-110-60422	\$5.19
0061972	4/21/2017	Queens Auto Supply	Soap for Shop 01-130-099-60335	\$147.17
0061972	4/21/2017	Queens Auto Supply	Brake Fluid for Shop 01-130-099-60335	\$26.42
0061974 ✖	4/21/2017	RC Spencer Associates Inc.	Esseltine Drain - Eng Services 01-130-360-71547	\$13,713.76
0061977	4/21/2017	Rene Blain Trucking Ltd	Cold Patch 01-130-110-60418	\$1,915.71
0061977	4/21/2017	Rene Blain Trucking Ltd	Cold Patch 01-130-110-60418	\$1,745.53
0061983	4/21/2017	Sam's Service Facility	06-04 - Service Brakes/Engine 01-130-099-60316	\$717.37
0061983	4/21/2017	Sam's Service Facility	06-04 - Fire exhaust & Safety 01-130-099-60316	\$404.71
0061988	4/21/2017	Sunparlour Machine Maintenance	Roadside Ditching 01-130-141-60429	\$445.71
0061992	4/21/2017	Totally Mobile	13-06 Repairs 01-130-099-60316	\$260.78
0061996	4/21/2017	TSC Stores L.P.	Light Bulbs 01-130-099-60335	\$20.30
0061996	4/21/2017	TSC Stores L.P.	Chainsaw Helmets 01-130-099-60347	\$111.92
0061997	4/21/2017	Uline Shipping Supply Specialist	Safety Equipment for Shop 01-130-099-60347	\$171.56
0061998	4/21/2017	Union Gas Limited	2021 Division - Garage 01-130-099-60314	\$247.24
0061998	4/21/2017	Union Gas Limited	2021 Division Rd - PW Garage 01-130-099-60314	\$389.31
0062000	4/21/2017	Viking Cives Ltd.	12-01 Parts for Tailgate 01-130-099-60316	\$49.01
0062002	4/21/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$984.99
0062002	4/21/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,401.10
0062002	4/21/2017	Waddick Fuels	Clear ULS 01-130-099-60340	\$2,157.86
0062002	4/21/2017	Waddick Fuels	Dyed ULS 01-130-099-60340	\$114.98
0062016	4/24/2017	Finlay Appraisal and Consultatic	Appraisal Fees - Jasperson 01-130-360-71747	\$2,544.00
0062017	4/24/2017	Kevin Girard	50 Inspection Training Apr 3-7/17 01-130-098-60254	\$512.68

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062019	4/24/2017	Rob Mackie	Bridge Inspection Apr 3-7/17 01-130-098-60254	\$509.80
0062022	4/24/2017	HYDRO ONE	PW Garage 01-130-099-60314	\$1,720.47
Total For Department 130				\$87,944.92
<u>131</u>	-			
0061898	4/11/2017	Windsor Disposal Services Ltd.	Waste Collection - Cottam Mini 01-131-400-60380	\$205.48
0061898	4/11/2017	Windsor Disposal Services Ltd.	Waste Collection - Crystal Apt 01-131-400-60380	\$205.48
0061898	4/11/2017	Windsor Disposal Services Ltd.	Waste Collection - April 01-131-400-60380	\$40,923.05
0061935	4/21/2017	Essex-Windsor Solid Waste	Allocation of Fixed Costs 01-131-400-60370	\$34,384.00
0061935	4/21/2017	Essex-Windsor Solid Waste	Waste Disposal - March 01-131-400-60370	\$14,633.57
0061935	4/21/2017	Essex-Windsor Solid Waste	White Goods - Jan - Mar 01-131-400-60380	\$755.06
0062010	4/21/2017	Windsor Disposal Services Ltd.	Waste Collection - Crystal Apt 01-131-400-60380	\$25.68
0062010	4/21/2017	Windsor Disposal Services Ltd.	Waste Collection - Cottam Mini 01-131-400-60380	\$25.68
Total For Department 131				\$91,158.00
<u>151</u>	-			
0061822	4/11/2017	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$35.02
0061929	4/21/2017	Economy Rental Centre	Fix Jumping Jack 01-151-099-60316	\$22.95
0061935	4/21/2017	Essex-Windsor Solid Waste	Cemetery Clean up 01-151-099-60337	\$31.59
0061943	4/21/2017	Hutchins Monuments	Grave Opening 01-151-072-60121	\$575.00
0061943	4/21/2017	Hutchins Monuments	Grave Opening 01-151-072-60121	\$575.00
0061982	* 4/21/2017	Joan Sabo	Town Repurchase 3 Vault Plots 01-151-066-41802	\$3,000.00
0061998	4/21/2017	Union Gas Limited	Mill St Cemetery 01-151-099-60314	\$67.02
Total For Department 151				\$4,306.58
<u>170</u>	-			
61795	4/4/2017	HYDRO ONE	Arena Complex 01-170-099-60314	\$13,275.02

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061801	4/11/2017	Allstream Business Inc	Arena Fax/Debit - 519-733-2866 01-170-099-60327	\$82.05
0061801	4/11/2017	Allstream Business Inc	Arena/Carnegie Elevator 01-170-099-60327	\$41.00
0061815	4/11/2017	Tim Del Greco	OMAFRA Drainage Course 01-170-098-60254	\$339.98
0061831	4/11/2017	G&K Services Canada Inc	Arena - Mats 01-170-099-60315	\$41.72
0061848	4/11/2017	Linde Canada Limited 15687	Rental Charges 01-170-099-60316	\$80.17
0061848	4/11/2017	Linde Canada Limited 15687	Propane 01-170-099-60340	\$111.34
0061848	4/11/2017	Linde Canada Limited 15687	Propane 01-170-099-60340	\$84.35
0061853	4/11/2017	Merchant Paper Company	Arena - Supplies 01-170-099-60335	\$73.60
0061853	4/11/2017	Merchant Paper Company	Arena - Supplies 01-170-099-60335	\$329.58
0061856	4/11/2017	Monarch Office Supply	Office Supplies 01-170-099-60301	\$209.75
0061856	4/11/2017	Monarch Office Supply	Office Supplies 01-170-099-60317	\$138.28
0061859	4/11/2017	Nella Cutlery (Hamilton) Inc.	Ice resurfacing 01-170-099-60316	\$25.00
0061864	4/11/2017	Orkin Canada Corporation	Pest Control 01-170-099-60315	\$75.00
0061881	4/11/2017	Seton	Corridor Brackets 01-170-099-60315	\$34.36
0061889	4/11/2017	Town of Kingsville	1741 Jasperson Lane 01-170-099-60314	\$17.00
0061889	4/11/2017	Town of Kingsville	1741 Jasperson Lane 01-170-099-60314	\$1,103.30
0061899	4/11/2017	Windsor Starter's Powerhouse	Arena - Facility Mtce 01-170-099-60316	\$596.00
0061905	4/21/2017	AGO Industries Inc.	Arena - Uniforms 01-170-072-60216	\$64.35
0061905	4/21/2017	AGO Industries Inc.	Arena - Clothing 01-170-072-60216	\$1,766.19
0061913	4/21/2017	Black & McDonald Limited	Arena - Equipment Repair 01-170-099-60316	\$630.20
0061920	4/21/2017	Cogeco	1741 Jasperson Lane 01-170-099-60327	\$100.44
0061926	4/21/2017	D.H. Jutzi Limited	Arena - Equipment Rental 01-170-099-60316	\$75.00
0061941	4/21/2017	G&K Services Canada Inc	Arena - Mats 01-170-099-60315	\$41.00
0061952	4/21/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$33.98
0061952	4/21/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$4.80
0061952	4/21/2017	Kingsville Home Hardware	Arena - Shop Supplies 01-170-099-60335	\$12.47
0061952	4/21/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$8.01
0061952	4/21/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$19.98
0061952	4/21/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$21.99

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061952	4/21/2017	Kingsville Home Hardware	Facility Mtce 01-170-099-60315	\$28.99
0061952	4/21/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$96.95
0061952	4/21/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$33.99
0061952	4/21/2017	Kingsville Home Hardware	Arena - Shop Supplies 01-170-099-60335	\$19.41
0061957	4/21/2017	Loblaw Inc.	Easter BBQ @ Lakeside 01-170-099-60335	\$23.57
0061958	4/21/2017	Tara Loop	P2P Forms 38 39 01-170-000-15000	\$630.00
0061960	4/21/2017	Merchant Paper Company	Arena - Janitorial Supplies 01-170-099-60335	\$378.18
0061964	4/21/2017	Nella Cutlery (Hamilton) Inc.	Ice Resurfacing 01-170-099-60316	\$25.00
0061984	4/21/2017	Security One Alarm Systems	Arena - DSL Filter 01-170-099-60315	\$40.00
0061998	4/21/2017	Union Gas Limited	1741 Jasperson Lane 01-170-099-60314	\$2,216.12
0062001	4/21/2017	Vollmer	Re-Torqueing Structural Bolts 01-170-360-71726	\$3,285.00

Total For Department 170

\$26,213.12

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61794	4/4/2017	Cogeco	37 Beech St 01-171-172-60327	\$54.95
61797	4/4/2017	Union Gas Limited	315 Queen St 01-171-155-60314	\$219.75
0061801	4/11/2017	Allstream Business Inc	Park Pavilion 519-733-8952 01-171-155-60327	\$44.30
0061801	4/11/2017	Allstream Business Inc	Lions Hall 519-733-2573 01-171-159-60327	\$41.00
0061801	4/11/2017	Allstream Business Inc	Arena/Carnegie Elevator 01-171-171-60327	\$47.98
0061815	4/11/2017	Tim Del Greco	OMAFRA Drainage Course 01-171-098-60254	\$345.96
0061816	4/11/2017	Delta Power Equipment	Kabota Repair 01-171-099-60316	\$15.04
0061816	4/11/2017	Delta Power Equipment	04-07 Kubota Repair 01-171-099-60316	\$3.76
0061816	4/11/2017	Delta Power Equipment	P&R Tractors - Parts 01-171-099-60316	\$134.69
0061821	4/11/2017	Economy Rental Centre	Chainsaw Sharpening 01-171-099-60318	\$40.50
0061822	4/11/2017	E.L.K. Energy Inc	94 Division St S 01-171-178-60480	\$124.82
0061822	4/11/2017	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$17.81
0061822	4/11/2017	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$17.79
0061822	4/11/2017	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$20.73

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061822	4/11/2017	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$270.90
0061822	4/11/2017	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$21.12
0061822	4/11/2017	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$187.24
0061822	4/11/2017	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$502.01
0061822	4/11/2017	E.L.K. Energy Inc	103 Park St 01-171-178-60481	\$150.84
0061822	4/11/2017	E.L.K. Energy Inc	37 Beech St 01-171-172-60314	\$151.42
0061822	4/11/2017	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$185.15
0061822	4/11/2017	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$223.24
0061850	4/11/2017	Majors McGuire Inc	Chainsaw Awareness Training 01-171-098-60254	\$870.10
0061855	4/11/2017	Modular Service Group Inc	Storage Container 01-171-099-60318	\$76.32
0061864	4/11/2017	Orkin Canada Corporation	Raccoon Traps 01-171-178-60481	\$152.64
0061873	4/11/2017	Reliance Home Comfort	24 Mill St - Lions Hall 01-171-159-60314	\$24.00
0061876	4/11/2017	Larry Rocheleau	Mileage 01-171-099-60400	\$62.73
0061878	4/11/2017	Sam's Service Facility	97-01 Brakes 01-171-099-60316	\$509.69
0061878	4/11/2017	Sam's Service Facility	01-03 Brake Line Repair 01-171-099-60316	\$274.90
0061889	4/11/2017	Town of Kingsville	Cedar Island Public Washrooms 01-171-099-60314	\$39.10
0061889	4/11/2017	Town of Kingsville	ERCA Park Washrooms 01-171-099-60314	\$90.55
0061892	4/11/2017	Vertechs Elevators Ontario Inc.	Elevator Maintenance 01-171-171-60315	\$330.72
0061896	4/11/2017	Warkentin Plumbing	Lions Hall - Facility Mtce 01-171-159-60315	\$95.00
0061925	4/21/2017	Delta Power Equipment	P&R - Equipment Repair 01-171-099-60316	\$23.83
0061929	4/21/2017	Economy Rental Centre	Chainsaw Sharpening 01-171-099-60316	\$15.21
0061940	4/21/2017	GABRIELE'S CARPET CENTRI	Ridgeview Park - Facility Mtce 01-171-176-60315	\$181.10
0061948	4/21/2017	Janzen Equipment Limited	P&R - Equipment Repair 01-171-099-60316	\$254.80
0061948	4/21/2017	Janzen Equipment Limited	P&R - Equipment Repair 01-171-099-60316	\$175.61
0061948	4/21/2017	Janzen Equipment Limited	P&R - Equipment Repair 01-171-099-60316	\$462.41
0061951	4/21/2017	Kelcom Telemessaging	Emerg Elevator Line 01-171-171-60327	\$25.64
0061952	4/21/2017	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$9.75
0061952	4/21/2017	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$40.67
0061952	4/21/2017	Kingsville Home Hardware	K'ville Library - Facility Mtc 01-171-175-60315	\$6.11

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061952	4/21/2017	Kingsville Home Hardware	Lions Hall - Facility Mtce 01-171-159-60315	\$34.68
0061952	4/21/2017	Kingsville Home Hardware	Unico - Facility Mtce 01-171-172-60315	\$3.36
0061952	4/21/2017	Kingsville Home Hardware	Facility Mtce 01-171-155-60315	\$15.99
0061952	4/21/2017	Kingsville Home Hardware	Pavilion - Facility Mtce 01-171-155-60315	\$40.05
0061952	4/21/2017	Kingsville Home Hardware	Playground Mtce 01-171-099-60349	\$14.02
0061959	4/21/2017	Mar-Co Clay Products Inc.	KSB - Red Clay 01-171-177-60337	\$1,034.55
0061966	4/21/2017	HYDRO ONE	1741 Jasperson Lane 01-171-177-60314	\$151.13
0061968	4/21/2017	Practica	Pick Up Bags 01-171-099-60337	\$430.11
0061972	4/21/2017	Queens Auto Supply	P&R - Equipment Repair 01-171-099-60316	\$26.76
0061972	4/21/2017	Queens Auto Supply	04-07 Parts for Kuboto 01-171-099-60316	\$99.65
0061976	4/21/2017	Reliance Home Comfort	315 Queen St 01-171-155-60314	\$78.84
0061980	4/21/2017	R. Moir Cleaning Service	Cleaning - UNICO 01-171-172-60315	\$400.00
0061986	4/21/2017	Simplistic Lines Inc.	Marking Paint 01-171-176-60337	\$40.56
0061986	4/21/2017	Simplistic Lines Inc.	Marking Paint 01-171-177-60337	\$1,690.00
0061992	4/21/2017	Totally Mobile	13-06 Repairs 01-171-099-60316	\$260.78
0061995	4/21/2017	Truax Lumber	Library Door 01-171-175-60315	\$38.05
0061995	4/21/2017	Truax Lumber	Kingsville Library Mtce 01-171-175-60315	\$35.78
0061995	4/21/2017	Truax Lumber	Library Roof 01-171-175-60315	\$55.09
0061995	4/21/2017	Truax Lumber	Library Door 01-171-175-60315	\$21.98
0061995	4/21/2017	Truax Lumber	Library Door 01-171-175-60315	\$15.16
0061995	4/21/2017	Truax Lumber	Library Door 01-171-175-60315	\$38.14
0061995	4/21/2017	Truax Lumber	Library Door 01-171-175-60315	\$10.17
0061995	4/21/2017	Truax Lumber	Library Door 01-171-175-60315	\$33.25
0061998	4/21/2017	Union Gas Limited	37 Beech St 01-171-172-60314	\$185.35
0061998	4/21/2017	Union Gas Limited	28 Division St S 01-171-171-60314	\$81.72
0061998	4/21/2017	Union Gas Limited	21 Mill St - Lions Hall 01-171-159-60314	\$469.42
0061998	4/21/2017	Union Gas Limited	122 Fox St 01-171-173-60314	\$629.80
0061998	4/21/2017	Union Gas Limited	124 Fox St 01-171-176-60314	\$197.56
0062005	4/21/2017	Warkentin Plumbing	Library - leaking roof 01-171-174-60314	\$86.50

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062022	4/24/2017	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$27.31
0062023	4/24/2017	Reliance Home Comfort	103 Park St - Kings Landing 01-171-178-60481	\$153.33
0062026	4/24/2017	Union Gas Limited	103 Park St - Kings Landing 01-171-178-60481	\$81.37

Total For Department 171 \$13,022.34

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0061801	4/11/2017	Allstream Business Inc	Boat Ramp 519-733-6020 01-173-099-60327	\$44.30
0061862	4/11/2017	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$83.37
0061889	4/11/2017	Town of Kingsville	Docks - Cedar Island Dr 01-173-099-60314	\$17.00
0061889	4/11/2017	Town of Kingsville	Heritage Road - Docks 01-173-099-60314	\$17.00
0061906	4/21/2017	Allsop Plumbing	Fixed Leaking Water Line 01-173-099-60315	\$113.00
0061928 *	4/21/2017	Randy Eaton	Refund 2017 Dock Deposit 01-173-031-21450	\$100.00
0061952	4/21/2017	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$12.37
0061952	4/21/2017	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$223.59
0062002	4/21/2017	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$4,069.43
0062013	4/21/2017	XPlornet Communications Inc	Marina - Facility Mtce 01-173-099-60315	\$248.99
0062022	4/24/2017	HYDRO ONE	Cedar Beach Marina-West Dock 01-173-099-60314	\$70.26

Total For Department 173 \$4,999.31

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0061820	4/11/2017	Maggie Durocher	Older Adults Workshop 01-175-099-60647	\$28.17
0061825	4/11/2017	Estate of Marjorie Reive	Mig Fest Meeting - October2016 01-175-072-60114	\$100.00
0061834	4/11/2017	Green Heart Catering	March Break Camp - lunches 01-175-099-60677	\$195.38
0061849	4/11/2017	Loblaw Inc.	Water 01-175-099-60677	\$7.00

Total For Department 175 \$330.55

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**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061824	4/11/2017	Essex Free Press	Communities in Bloom Ad 01-176-099-60306	\$151.72
Total For Department 176				\$151.72
<u>180</u>	-			
0061808	4/11/2017	Robert Brown	Professional Minute Taking 01-180-099-60254	\$50.37
0061903	4/21/2017	1646322 Ontario Limited	App Withdrawn SUB/01/17 01-180-062-40685	\$2,500.00
Total For Department 180				\$2,550.37
<u>181</u>	-			
0061845	4/11/2017	Lakeside Animal Hospital	Facelift Grant - Spot Lighting 01-181-099-60833	\$500.00
0061911	4/21/2017	Bell Canada	BIA - Internet 01-181-099-60327	\$30.53
0061911	4/21/2017	Bell Canada	BIA - Phone 01-181-099-60327	\$103.05
0061941	4/21/2017	G&K Services Canada Inc	BIA - Mats 01-181-099-60341	\$50.38
0062006	4/21/2017	Karen Wettlaufer	OBIAA Conference 2017 01-181-099-60819	\$723.13
0062007	4/21/2017	The Windsor Star	Ad - BIA Discover Kingsville 01-181-170-60837	\$203.52
Total For Department 181				\$1,610.61
<u>184</u>	-			
0061835	4/11/2017	Hall Telecommunications Suppl	March 2017 01-184-099-63300	\$172.99
Total For Department 184				\$172.99
<u>185</u>	-			
0061911	4/21/2017	Bell Canada	BIA Toll Free 01-185-099-60327	\$12.85
Total For Department 185				\$12.85
<u>186</u>	-			

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0061885	4/11/2017	Sims Publications Incorporated	Heritage Designation Bylaws 01-186-099-60306	\$155.69
Total For Department			186	\$155.69
<u>201</u>	-			
0061798	4/11/2017	1797465 Ontario Limited	Clean Septic Tanks 02-201-099-60315	\$152.64
0061806	4/11/2017	Steve Branch	Water Meter 02-201-099-60400	\$42.79
0061809	✕	4/11/2017 Ray Brown	Refund on Final 02-201-006-12067	\$48.91
0061819	✕	4/11/2017 Katelyn Dingman	Refund on Final 02-201-006-12067	\$140.49
0061847	4/11/2017	Dave Levy	Enwin Windsor (meters) 02-201-099-60400	\$35.98
0061856	4/11/2017	Monarch Office Supply	Office Supplies 02-201-099-60301	\$43.63
0061866	4/11/2017	Preview Inspections and Consul	Contracted Services 02-201-180-60405	\$1,933.44
0061878	4/11/2017	Sam's Service Facility	06-02 Repair EGR Valve 02-201-099-60316	\$234.05
0061880	4/11/2017	Kevin Scratch	Meter Training 02-201-099-60400	\$35.98
0061889	4/11/2017	Town of Kingsville	Coin Meter 02-201-099-60314	\$17.00
0061915	4/21/2017	Canada Post Corporation	G/S Water and Arrears 02-201-099-60303	\$3,149.98
0061921	✕	4/21/2017 Dan D'Alimonte	Refund Overpayment on Water 02-201-006-12067	\$91.91
0061931	4/21/2017	EMCO	Copper for Water Services 02-201-099-63025	\$2,417.82
0061942	4/21/2017	Hurricane SMS Inc	Curb Stop Repairs 02-201-180-60403	\$1,785.89
0061952	4/21/2017	Kingsville Home Hardware	ENV - Stock Screws 02-201-099-63015	\$13.92
0061952	4/21/2017	Kingsville Home Hardware	ENV - Batteries for Locators 02-201-099-63020	\$14.24
0061971	4/21/2017	Purolator Courier Service	Courier Expense 02-201-099-63015	\$101.66
0061983	4/21/2017	Sam's Service Facility	06-01 Fix Wire Harness 02-201-099-60316	\$686.96
0062003	4/21/2017	Walkerton Clean Water Centre	Water Training - Mackie 02-201-098-60254	\$318.00
0062004	4/21/2017	Watermark Solutions Limited	Meter Training 02-201-098-60254	\$559.68
0062004	4/21/2017	Watermark Solutions Limited	Meter Training 02-201-098-60254	\$559.68
0062012	4/21/2017	Wolseley Canada Inc	Emily Water Service 02-201-099-63025	\$196.53
0062012	4/21/2017	Wolseley Canada Inc	Emily Water Service 02-201-099-63025	\$810.21

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 201				\$13,391.39
<u>242</u>	-			
61795	4/4/2017	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$21,027.23
0061822	4/11/2017	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$76.66
0061822	4/11/2017	E.L.K. Energy Inc	67 Heritage Rd - Sewage 2 02-242-099-60314	\$2,684.45
0061822	4/11/2017	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$808.59
0061838	4/11/2017	Hurricane SMS Inc	Wigle Ave Sewer Repair 02-242-320-64365	\$1,602.72
0061838	4/11/2017	Hurricane SMS Inc	Regular Flushing -Bayview Area 02-242-320-64365	\$1,508.59
0061861	4/11/2017	Ontario Clean Water Agency	Operations and Maintenance 02-242-320-64360	\$75,222.00
0061862	4/11/2017	HYDRO ONE	18 Hwy Lane Sewage Lagoon 02-242-099-60314	\$195.41
0061886	4/11/2017	Southwestern Sales Corp. Ltd.	Wigle Ave Sewer Repairs 02-242-320-64365	\$4,073.07
0061900	4/11/2017	Wolseley Canada Inc	Wigle Ave Sewer 02-242-320-64365	\$591.49
0061900	4/11/2017	Wolseley Canada Inc	Wigle Ave Sewer 02-242-320-64365	\$58.80
0061966	4/21/2017	HYDRO ONE	1460 Road 2 E Pump 02-242-099-60314	\$891.46
0061970	4/21/2017	Pro Bid Contractors Ltd.	Sewer Repair - Wigle St 02-242-320-64365	\$15,229.65
0062022	4/24/2017	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$118.08
0062022	4/24/2017	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$88.90
0062022	4/24/2017	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$82.07
Total For Department 242				\$124,259.17
<u>243</u>	-			
0061822	4/11/2017	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$475.54
0061822	4/11/2017	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$100.83
0061822	4/11/2017	E.L.K. Energy Inc	16 Whitewood (Behind) 02-243-328-64365	\$73.57
0061822	4/11/2017	E.L.K. Energy Inc	168 Cty Rd 27 - Lagoon 02-243-099-60314	\$356.44
0061833	4/11/2017	Gosfield North Communications	Pump House Alarm 02-243-099-60327	\$48.15
0061861	4/11/2017	Ontario Clean Water Agency	Operations and Maintenance 02-243-320-64360	\$5,796.00

Town of Kingsville
Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 243				\$6,850.53
* Note GST Rebate details are omitted, but are included in the totals				<u>\$1,254,014.03</u>



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

Date: April 20, 2017
To: Mayor and Council
Author: Tony Iacobelli, Manager of Information Technology
RE: Kingsville Website RFP Responses
Report No.: IT 2017-03

AIM

To provide Council with an overview of results from responses received to the Town of Kingsville Website RFP

BACKGROUND

At the Council meeting held February 27, 2017, Council approved the draft RFP to be used as the template for the replacement of the current Town of Kingsville website. The formal RFP was posted to the Bids and Tenders website March 3, 2017 at 8:30 AM and closed April 7, 2017 at 4 PM

DISCUSSION

The town received 8 responses to the website RFP. All responses were rated against the following criteria:

Completeness of RFP response (15%) – Within the table response of the RFP, the vendor indicating the ability to meet the requirement and details as to how they would be met.

Pricing (20%) – During budget deliberations, Council approved \$40000.00 for the redesign of the website. Vendor pricing reviewed based on that figure and requested itemized price breakdown to determine completeness and areas of possible negotiation.

Security (20%) – Review included measures in place to stop DDOS attacks, anti-virus in place, server patching, server redundancy and software used for the site and CMS (Content management system)

Functionality (15%) – Scored for integration with our current products (example – eScribe), the design of the user interface for those responsible for updating the site, the ability to post items for specific time frames (automatic post and removal), calendar features and must meet Accessibility guidelines

Support Options/Availability (10%) – Scored on options available such as 24/7 versus business hours and response time to request. Methods available for contacting support and training costs

Hosting location (10%) – If the site be hosted in Canada and if there is a redundant site or options for recovery in the event of some form of failure

Annual Costs (10%) – Ongoing year to year costs for items such as hosting, support or potential licensing costs

Based on the above criteria, the vendor that scored the highest was eSolutions Group Ltd of Waterloo, Ontario with 77 of 100 possible points. eSolutions RFP bid was \$49920.00 and this included \$18350 for the assistance in creating an intranet for the Town of Kingsville. The other 7 bids did NOT include this cost within their pricing. Removing this total from the bid brings eSolutions under the approved budgeted cost for the project. The removal of the intranet portion will have no impact on the scope of the website project. eSolutions has experience in creating over 300 websites for the municipal sector.

The RFP includes training to assist staff in creating content that meets Accessibility Standards moving forward and requires staff to review and update current content prior to migration to the new site. It is estimated the project will take approximately 24 – 28 weeks to complete

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 2017 Capital Budget to complete the replacement of the current town website.

CONSULTATIONS

Senior Management Team

RECOMMENDATION

Council approve Administration award eSolutions Group of Waterloo, Ontario to replace the current Town of Kingsville website at a cost of \$28045.00 plus applicable taxes

Tony Iacobelli

Tony Iacobelli, MCSE, CCEA
Manager of Information Technology

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



2021 Division Road North
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(519) 733-2305
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Date: May 3, 2017
To: Mayor and Council
Author: Tony Iacobelli, Manager of Information Technology
RE: Migration of MyKingsville website
Report No.: IT 2017-04

AIM

To provide Council with information regarding the migration and upgrade of MyKingsville website to a different Content Management System (CMS) and hosting provider.

BACKGROUND

An RFP was issued to replace the Town of Kingsville website. A vendor has been selected to complete the migration. With the migration of Kingsville.ca to a new CMS, this would leave kingsville.ca and mykingsville.ca with separate developers and hosting companies with different databases that will lead to increased maintenance work and increased annual hosting costs.

DISCUSSION

The MyKingsville site is currently being hosted in conjunction with Kingsville.ca by our current developer, Resonant Solutions. With the approved migration of Kingsville.ca website, this will leave MyKingsville.ca and Kingsville.ca with different website developers, different CMS databases and different hosting companies.

MyKingsville.ca in its current state is not meeting Accessibility Requirements. Moving to a new development company with extensive experience working with municipalities will allow the town to better meet these requirements. The migration and upgrade of MyKingsville to the same developer, using the same CMS will result in yearly maintenance savings and hosting cost savings of approximately \$1400.00 per year.

The cost of the upgrade and migration using an eSolutions template is \$15000.00 plus HST. This cost will be covered with a transfer from IT reserves of \$4300 and the remaining available funds from the approved capital project of Kingsville.ca website replacement of

\$11400.00. Hosting costs for MyKingsville.ca will be an additional \$600.00 per year when combined with Kingsville.ca hosting versus an estimated \$2000.00 per year if left separate with current developer/hosting provider

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

Remaining funds from 2017 Council approved Kingsville.ca project plus a transfer from IT reserves will cover the cost of the completion of this project

CONSULTATIONS

Karen Mayfield, President eSolutions Group, Waterloo, Ontario

RECOMMENDATION

That Council approve the request to update and migrate MyKingsville website using template provided by eSolutions Group.

That Council approves the transfer from IT reserve in the amount of \$4300 to offset the cost of the MyKingsville.ca migration.

Tony Iacobelli

Tony Iacobelli, MCSE, CCEA
Manager of Information Technology

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

Date: April 21, 2017

To: Mayor and Council

Author: Kristina Brcic, MSc, BURPI, Town Planner

RE: PLC/01/17 – Exemption from Part Lot Control
Amico Properties INC.
1,3,5,7,9,& 11 Woodland Street
Lots 74-79, Plan 12M-552
Roll Nos. 3711 350- 05974 / 05975 / 05976 / 05977 / 05978 / 0979

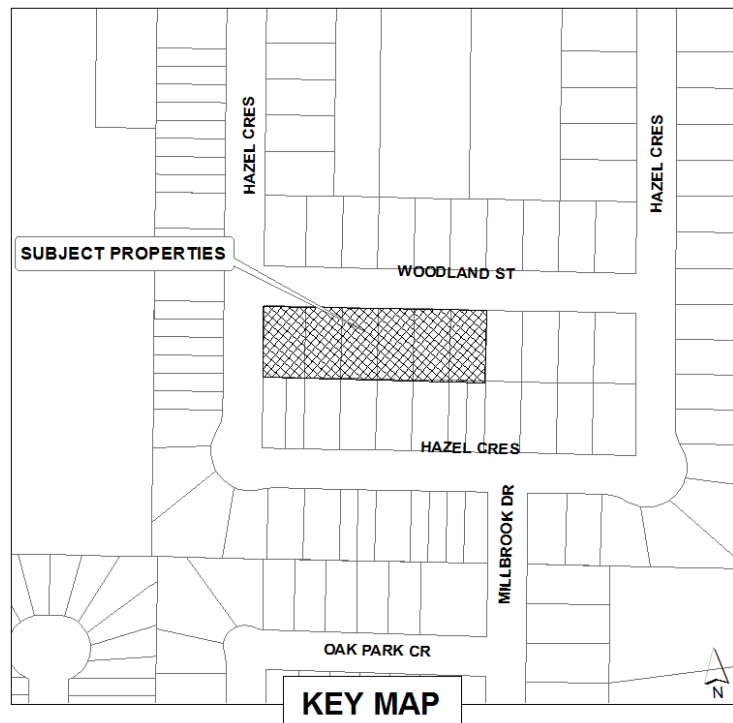
Report No.: PDS-2017-017

AIM

To provide the Mayor and Council with information on an application for lands in the Millbrook Subdivision, Stage II Phase 1, for exemption from part lot control.

BACKGROUND

The application applies to lots 74-79 on Plan 12M-552, which are part of the ongoing development of the Millbrook Subdivision, Stage II Phase 1. The subject lots are located on Woodland Street, situated between Hazel Crescent. Plan 12M-552 was registered in 2007. The lands are currently vacant and extension of Woodland Street will be the first step in proceeding with actual development. Part of the neighbourhood is already developed including the lots directly behind the subject properties is already built up with semi-detached dwellings.



For a Location Map of the above, please refer to Appendix A.

DISCUSSION

The subject properties are designated 'Residential' in the Official Plan and zoned 'Residential Zone 2 Urban Exception 6 (R2.2-6)' under the Kingsville Comprehensive Zoning By-law. The subject lands consist of six (6) plan lots within the Millbrook Subdivision intended for the development of semi-detached dwellings. Once constructed, the semi-detached dwelling is then subdivided into individual freehold units. Exemption from part lot control is required which then provides the developer the ability to convey the individual units via completion of a reference plan.

For a Sketch of the Proposed Lots, please refer to highlighted lots in Appendix B.

Subsection 50(7) of the *Planning Act* authorizes Council to pass a by-law providing that the part lot control provisions of Section 50(5) of the said Act do not apply to lands designated in the by-law. If granted, the exemption would allow for a total of 12 lots versus the 6 originally proposed. The applicant can create the proposed semi-detached dwellings by way of Reference Plan. The application is not subject to a public hearing or appeal because Council has already approved the entire subdivision in principle and the zoning of the lands is in place to accommodate the revised lot fabric. That is the nature of this application. This is a common approach for adjusting lot lines within a plan of subdivision, particularly once an approval has been registered.

LINK TO STRATEGIC PLAN

There is no specific link to the strategic plan.

FINANCIAL CONSIDERATIONS

With the addition of 6 lots to the subject lands there will be increase assessment value created and dwelling construction.

CONSULTATIONS

No public or agency consultations are required by the *Planning Act* when considering a Part Lot Control Exemption By-law.

RECOMMENDATION

It is recommended that Council enact Part Lot Control Exemption By-law 56-2017 to allow Lots 74-79 on Plan 12M-552 to be exempt from Section 50(5) of the Planning Act, and that Council authorize and direct Development Services to register the by-law on title.

Kristina Brcic

Kristina Brcic, MSc, BURPI
Town Planner

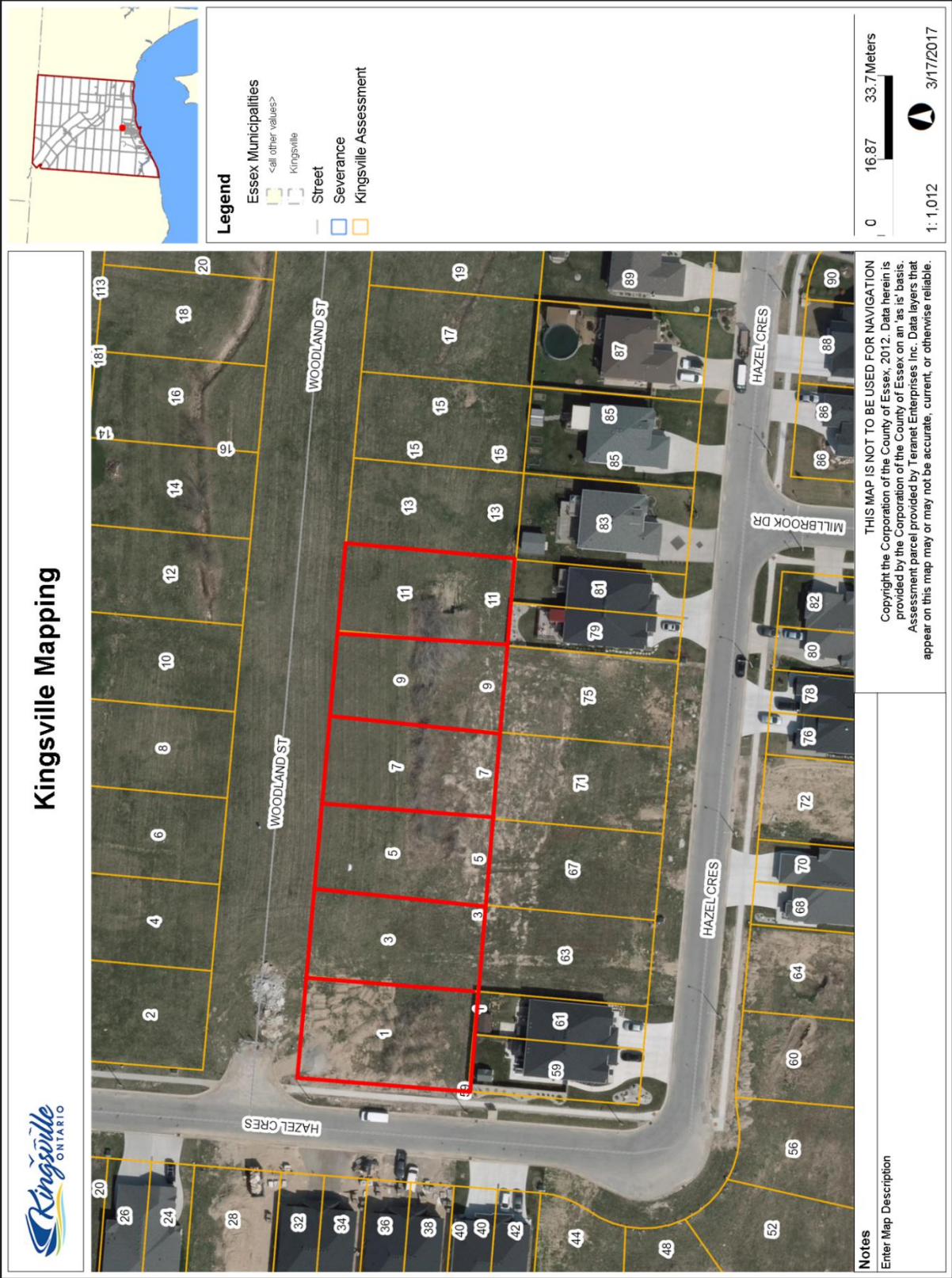
Robert Brown

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

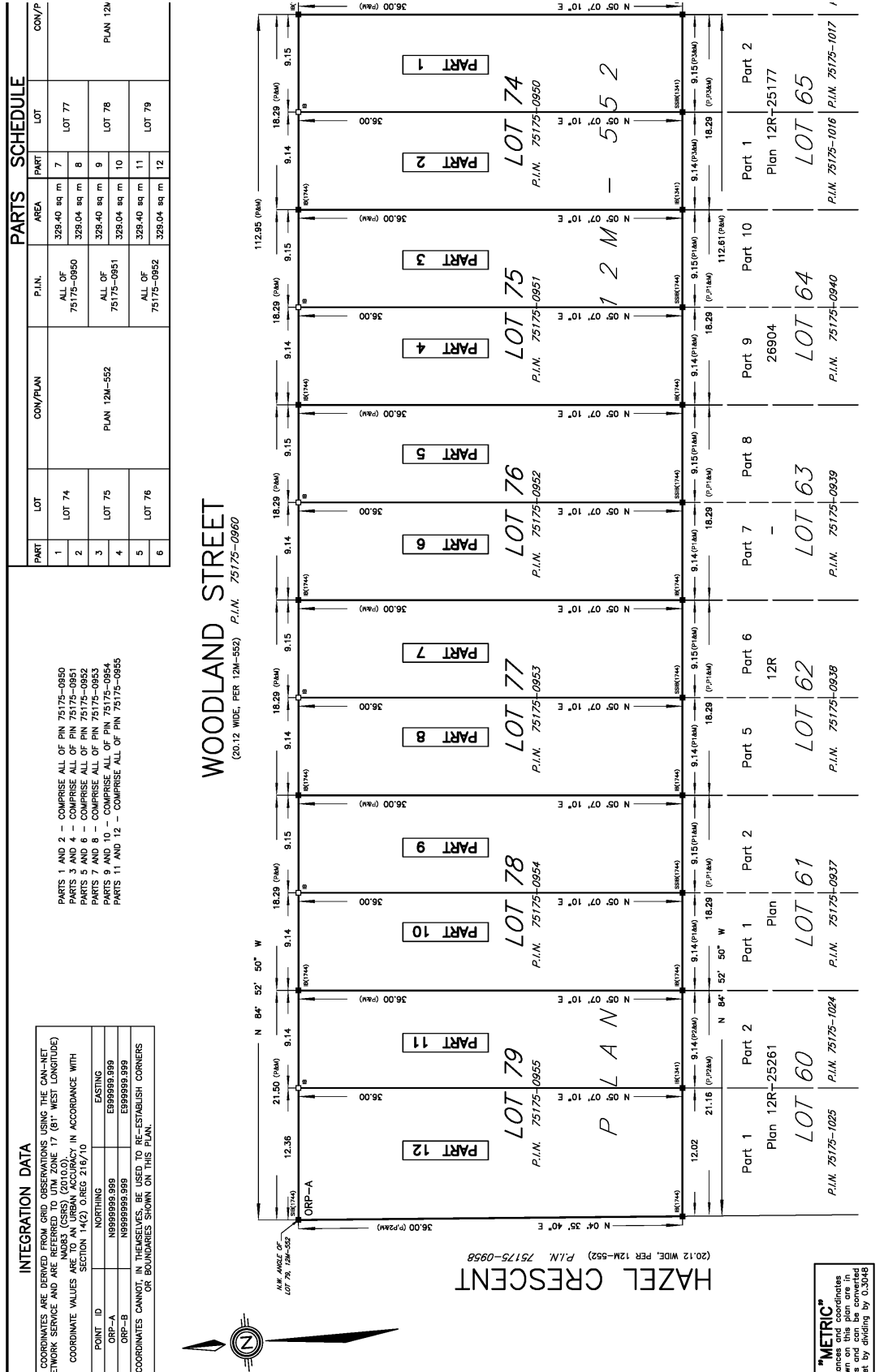
Peggy Van Mierlo-West

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

APPENDIX A – LOCATION MAP



APPENDIX B – SURVEY SKETCH



APPENDIX C – SITE PICTURES



Looking east across the subject properties.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 56-2017

***Being a By-law to exempt certain lands
from Part Lot Control
(Millbrook Subdivision, Stage II Phase 1 – Plan 12M-552)***

WHEREAS the Planning Act, R.S.O. 1990 c.P.13, as amended, provides that part-lot control shall apply where land is within a plan of subdivision registered before or after the coming into force of the Act;

AND WHEREAS Subsection 7 of Section 50 of the said Planning Act provides that the council of a municipality may by by-law provide that part-lot control does not apply to land that is within such registered plan or plans of subdivision or parts thereof as is or are designated in the by-law, and where the by-law is approved by the planning authority, Subsection 5 of Section 50, ceases to apply to such land;

AND WHEREAS it is deemed desirable that the provisions of Subsection 5 of Section 50 of the Planning Act shall not apply to certain lands that are within Registered Plan 12M-552, in the Town of Kingsville;

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

1. That Subsection 5 of Section 50 of the Planning Act, R.S.O. 1990, c.P.13, does not apply to those parts of the registered plan described as follows:

All and singular those certain parcels or tracts of land and premises lying and being in the Town of Kingsville, being Lots 74-79, on Plan 12M-552, locally known as 1, 3, 5, 7, 9 & 11 Woodland Street.

2. That the development of the lands more particularly described in Section 1 of this by-law shall only be by way of descriptions of lands on a registered Reference Plan, which Reference Plan has been duly approved by the Corporation.
3. This by-law shall expire on May 8, 2020.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 8th day of May, 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: April 25, 2017

To: Mayor and Council

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

RE: Minor Development Agreement AGR/01/17
4191 Graham Side Road
Scott & Michelle McElwain

Report No.: PDS-2017-018

AIM

To provide the Mayor and Council with details regarding a proposed minor development agreement on lands known as 4191 Graham Side Road in the Town of Kingsville to permit a second dwelling temporarily.

BACKGROUND

The owners of the subject property recently acquired the lot which was severed from the surrounding farm as surplus to the farm operation of the farm owner. The property is 0.6 ha (1.5 ac.) and contains an existing dwelling and outbuilding. (See Appendix 'A') They are planning to construct a new single detached dwelling on the lot but would like to be able to live in the existing dwelling during construction. Once the new dwelling is in place the existing dwelling on the property would be removed. Since the zoning by-law does not permit two dwellings on one lot a minor development agreement is required. The agreement outlines that the existing dwelling is temporarily permitted during construction but must be removed within a set time frame, typically not more than one year from the approval and signing of the minor development agreement.

DISCUSSION

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

existing dwelling. The condition for issuing a permit is entering into a minor development agreement with the Town to outline the terms and conditions. The property specific agreement is attached as Appendix 'B'.

LINK TO STRATEGIC PLAN

There is no link to the Strategic Plan.

FINANCIAL CONSIDERATIONS

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

CONSULTATIONS

The Kingsville Management Team was circulated for comment. There were no issues expressed with the proposed minor development agreement.

RECOMMENDATION

It is recommended that Council approve the proposed minor development agreement to permit a second single detached dwelling at 4191 Graham Side Road, temporarily during the construction of a new dwelling on the property, and authorize the Mayor and Clerk to sign the minor development agreement.

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'



Appendix 'B'

AGREEMENT

THIS AGREEMENT made (in triplicate) this 8th day of May, 2017,

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "Corporation")

OF THE FIRST PART

-and-

SCOTT & MICHELL MCELWAIN

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS, the Owner in fee simple of the lands and premises described as 4191 Graham Side Road being Concession 8, Part of Lot 18, Part 1, RP 12R 26732 in the Town of Kingsville, in the County of Essex, Province of Ontario (the "subject lands");

AND WHEREAS, the Owner intends to construct a dwelling (the "new dwelling") prior to demolishing the existing single detached dwelling ("the existing dwelling") on the subject lands;

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

1. Upon proper application by the Owner including the submission of all necessary applications, plans and blueprints, and upon payment of the usual building permit fee and other fees, if any, the Corporation shall issue a building permit so as to allow the Owner to construct a new dwelling in accordance with the application, plans and blueprints submitted.
2. The Owner shall proceed with all reasonable expediency to construct a new dwelling on the subject lands after entering into this Agreement with the Corporation and obtaining the necessary permits.
3. The Owner shall proceed to obtain the necessary permits to demolish the existing dwelling on the subject lands within 60 days of issuance of occupancy to the new dwelling but under no circumstances later than May 8, 2018.
4. The Owner shall proceed to demolish the existing dwelling on the subject lands after occupying the new dwelling and obtaining the necessary permits within 60 days of occupying the new dwelling but no later than July 8, 2018 or the Corporation has the authority to enter the site and demolish the structure at the entire expense of the Owner.

- 5. If the Owner is in default of any matter, obligation or thing required to be done by this Agreement, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.
- 6. Upon completion of demolition of the existing dwelling and all final building inspections, the Corporation shall have no further interest in the Owner’s lands and premises under this Agreement.
- 7. **THIS AGREEMENT** shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

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

SIGNED SEALED AND DELIVERED

PROPERTY OWNERS

WITNESS

SCOTT & MICHELLE MCELWAIN

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR NELSON SANTOS

JENNIFER ASTROLOGO, CLERK



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

Date: April 20, 2017

To: Mayor and Council

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

RE: County of Essex Agricultural Lot Size Study – Council Feedback

Report No.: PDS-2017-015

AIM

To review and discuss the key points of the County of Essex Agricultural Lot Size Study with Kingsville Council and gather feedback from Kingsville Council for review and consideration by the Steering Committee.

BACKGROUND

During the review of the recently approved County of Essex Official Plan (2014), it was identified that there were inconsistent minimum sizes related to the creation of agricultural parcels throughout the County. The Ontario Ministry of Agriculture, Food and Rural Affairs requested that the County include a 40 hectare minimum agricultural lot size. However, as part of the Official Plan review, County Council determined that a separate analysis was required to assist the County in determining the most appropriate minimum parcel size for all types of agricultural lots on a County-wide basis. In the interim, the existing lower-tier Official Plan agricultural lot creation policies would remain in effect. The Jones Consulting Group and AgPlan Ltd. were retained by the County to complete the study. The Manager of Planning Services and the local planners from each of the lower tier municipalities, formed a Steering Committee to review the progress of the study and provide guidance throughout the project.

Upon completion of the research and analysis, the study recommended that in the absence of conclusive evidence that smaller agricultural lot sizes would improve the agricultural industry in the County, and/or maintain flexibility for future changes in the type or size of agricultural operations, that the Provincial standard of 40 hectares (100 acres), as recommended by the Ontario Ministry of Agriculture, Food and Rural Affairs, be maintained. The Steering Committee reviewed the study at length with the consultants, and concurs with its methodology, conclusions and recommendations.

DISCUSSION

After presentation of the conclusions and recommendations to County Council a great deal of discussion took place. There appeared to be some misunderstanding about the recommendations along with a lack of consensus from County Council about implementation of the recommended 40 ha (100 ac.) minimum parcel size. Based on discussion with the Steering Committee and a review of the Council meeting minutes the conclusion that was drawn was a need to review a number of the key points that the study made (See Appendix 'A') with each of the local Councils. From this review it is hoped that a discussion will occur that will provide addition local input which the Steering Committee will review with the County Planner and then a supplementary report will be presented to County Council.

Kingsville Council may recall that in late 2015 and early 2016 the Kingsville Comprehensive Zoning By-law underwent a significant review and update by way of a housekeeping amendment. One of the key items addressed in that amendment was the fact that the Kingsville Official Plan approved in 2012 required a minimum lot area of the creation of a new farm lot of 40 ha (100 ac.) This unfortunately was not reflected in the Comprehensive Zoning By-law approved in 2014 which only required a minimum of 20 ha. (50 ac.). As part of the amendment the by-law was updated to be consistent with the Official Plan. While this did spark some brief discussion Council ultimately approved the amendment. The conclusions and recommendations of the lot size study have simply reinforced that Council made the appropriate decision.

In reviewing the minutes of the County Council meeting it is my professional opinion that much of the push back on supporting the 40 ha (100 ac.) parcel size for new farm lots is based on an outdated understanding of the agricultural operations, what the true nature of most farm split severance requests are and the fact that local towns and municipalities generally dislike most provincial direction in the establishment of local policies. Unfortunately, planning takes a great deal of direction from the provincial level however I do understand and often share Council's frustration at times.

While I generally agree with the points that are outlined in the attached memo (Appendix 'A') I believe the most important point that Council needs to understand is the extremely limited nature of large farm parcels 40 ha.(100 ac.) or larger in the County. These remaining parcels need to be treated no differently than any other limited resource. We protect trees, birds, animals, wetlands, open space, aggregate, the loose of productive farm land and other natural resources. The County as a whole and Kingsville itself have an existing wide variety of farm parcel sizes available, there is no added need or competitive disadvantage to any Town or Municipality to set a higher expectation and preserve what few large farm parcels remain.

LINK TO STRATEGIC PLAN

There is no specific link to the Strategic Plan however support for maintaining a 40 ha (100 ac.) agricultural parcel size does support preservation of the agricultural land resources in Kingsville which in turn supports the ongoing long-term health and viability of the local agricultural economy.

FINANCIAL CONSIDERATIONS

There are no financial considerations raised by this report or recommendations.

CONSULTATIONS

Kingsville Council as part of the report presentation.

RECOMMENDATION

It is recommended that Council receive the attached report outlining the rationale for support of a 40 ha (100 ac.) new farm parcel lot size minimum and provide input to the Manager of Planning & Development Services to share with the County of Essex Agricultural Lot Size Study Steering Committee for report back to Essex County Council.

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'

MEMO

DATE: April 12, 2017

FROM: County of Essex Agricultural Lot Size Study Steering Committee

TO: Local Municipal Councils

During the review of the recently approved County of Essex Official Plan (2014), it was identified that there were inconsistent minimum sizes related to the creation of agricultural parcels throughout the County. The Ontario Ministry of Agriculture, Food and Rural Affairs requested that the County include a 40 hectare minimum agricultural lot size. However, as part of the Official Plan review, County Council determined that a separate analysis was required to assist the County in determining the most appropriate minimum parcel size for all types of agricultural lots on a County-wide basis. In the interim, the existing lower-tier Official Plan agricultural lot creation policies would remain in effect. The Jones Consulting Group and AgPlan Ltd. were retained by the County to complete the study. The Manager of Planning Services and the local planners from each of the lower tier municipalities, formed a Steering Committee to review the progress of the study and provide guidance throughout the project.

Upon completion of the research and analysis, the study recommended that in the absence of conclusive evidence that smaller agricultural lot sizes would improve the agricultural industry in the County, and/or maintain flexibility for future changes in the type or size of agricultural operations, that the Provincial standard of 40 hectares (100 acres), as recommended by the Ontario Ministry of Agriculture, Food and Rural Affairs, be maintained. The Steering Committee reviewed the study at length with the consultants, and concurs with its methodology, conclusions and recommendations.

The study, along with an administrative report, was presented to County Council at its meeting of March 1, 2017. The report recommended that County Council authorize administration to prepare an amendment to the County of Essex Official Plan that would implement the recommendations of the study. After considerable discussion, County Council requested that the local planners have an opportunity to discuss the study with their local Councils, and that the planners then return to the Steering Committee with comments for consideration.

The Steering Committee has prepared this memo in an effort to ensure that there is consistent information and details about the study being provided to each local Council. This will ensure that the conclusions and recommendations of the study are correctly interpreted and understood.

The following items are considered key points by the Steering Committee:

1. The study is comprehensive, scientifically based, and developed on sound planning principles with current data from respected sources.
2. The study recommendation for a 40 hectare minimum lot size applies only to lot creation in the agricultural designation. This does not imply that every lot being used for agriculture must now be a minimum of 40 hectares in size.
3. The proposed minimum lot size will have no impact on the ability of any individual to begin or continue a farming operation of any kind (including greenhouses, fruits and vegetables, cash crops, etc.) on any of the thousands of existing farm parcels of many shapes and sizes located throughout the County. There are a sufficient number of lots in varying sizes, for every type of agriculture, without requiring further fragmentation of the lot fabric.
4. There are almost 19,000 existing lots in the agricultural designation in Essex County. Less than 3%, or only 520 lots, are 40 hectares (100 acres) in size or larger.
5. The average farm operation size for all farming types, including greenhouses, is increasing and the principal crop in Essex County continues to be field crops, which requires larger land areas.
6. High-tech farming operations are becoming more common, and are generally established on larger holdings. Having to assemble several smaller parcels to create a large enough holding creates an impediment in the ability to attract these types of operations to the County. The availability of larger parcels provides the County with a competitive advantage.
7. The existence of additional smaller lots creates competition between farmers and non-farmers, thereby artificially escalating the price per hectare and results in an impediment to the agricultural community.
8. The cumulative effect of more severances is undoubtedly more residential uses in the agricultural area. There is an economic impact on the municipality through increased pressure for the provision of services over a wider area.
9. The protection of agricultural land has been evolving since the establishment of The Foodland Guidelines in 1978. Subsequent provincial policy through to today's Provincial Policy Statement has shifted to increased levels of protection through increased restrictions on severances.
10. The Provincial Policy Statement discourages lot creation in prime agricultural areas in order to maintain flexibility for future changes in the type or size of agricultural operations. In our view, the question is not whether smaller lot sizes can be justified, but rather, whether protecting larger lot sizes better protects agriculture in the County.

11. Agricultural land is a resource with an economic value. There are long term implications to that value depending on how the resource is managed. There is a need to protect the public interest and the public good by ensuring flexibility for agriculture in the future.
12. Agricultural land is a depleting resource that needs to be protected. Protection policies have evolved in the past for natural heritage lands, wetlands, woodlots and agricultural lands. A mix of agricultural lot sizes allows for better protection and preservation of the resource. Increasing the number of lots will not afford this protection.
13. The consultant undertook an extensive public engagement process to solicit the views of various local and provincial farming organizations, as well as hosting an open house in an attempt to obtain the views and opinions of the general public.
14. Any Official Plan policy can be reviewed and revisited. If the study recommendation was adopted through an Official Plan amendment, the impact of the policy can be monitored over the course of time and discussed during the next mandatory review and update of the Official Plan.
15. It is recommended that the County prepare a draft Official Plan amendment that reflects the conclusions and recommendations contained in the study, and proceed through a Planning Act process that would include holding a public meeting to hear comments about the proposed amendment.

The undersigned members of the Steering Committee (by the "Original Signed" notation) support the conclusions and the recommendations contained in the Essex County Agricultural Lot Size Study.

ORIGINAL SIGNED

William King
County of Essex

ORIGINAL SIGNED

Ray Duhamel
Jones Consulting

ORIGINAL SIGNED

Larry Silani
Town of LaSalle

ORIGINAL SIGNED

Allen Burgess
Town of LaSalle

ORIGINAL SIGNED

Brian Hillman
Town of Tecumseh

ORIGINAL SIGNED

Chad Jeffery
Town of Tecumseh

ORIGINAL SIGNED

Rebecca Belanger
Town of Amherstburg

ORIGINAL SIGNED

Kim Darroch
Town of Lakeshore

ORIGINAL SIGNED

Robert Brown
Town of Kingsville

ORIGINAL SIGNED

Danielle Truax
Municipality of Leamington

Jeff Watson
Town of Essex



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
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Date: May 8, 2017
To: Mayor and Council
Author: Kevin Girard, Manager of Municipal Services
RE: Contract MS17-102-01: Bridge #28 over Wigle Creek
Report No.: MS 2017-20

AIM

This report is presented to obtain Council's authorization to award the contract for the rehabilitation of Bridge #28 on Road 2W over Wigle Creek.

BACKGROUND

As part of the approved 2017 Capital Budget schedule and the 2014 Bridge and Culvert Needs study conducted by Dillon Consulting, Municipal Services has outlined Bridge #28 for rehabilitation.

Dillon Consulting was retained by the Town in April 2016 for Professional Engineering Services for the condition assessment and detailed design for the rehabilitation of Bridge #28.

DISCUSSION

The 10.57m single-span rigid frame arch bridge was originally constructed in 1961 and carries two lanes of traffic over the Wigle Creek. The 56 year old structure is located approximately 3.0km west of Division Road and has an AADT of approximately 1,100 vehicles, of which approximately 6% is truck traffic. There have been no major rehabilitations completed since the original construction of this structure.

The following will be completed as part of the proposed contract completed by Dillon Consulting:

- Fully close bridge to road traffic;
- Remove existing tar and chip wearing surface over deck and approaches;
- Remove granular road base to expose concrete deck;

- Remove deteriorated concrete barrier system;
- Remove deck drains;
- Scarify concrete deck surface;
- Remove and repair deteriorated concrete from deck in phased manner to maintain structural integrity of bridge;
- Remove and repair deteriorated concrete from soffit, fascia, wingwalls and abutment walls as required;
- Place new variable depth reinforced concrete deck overlay;
- Install new PL-1 concrete parapet wall with two tube railing;
- Install deck waterproofing and reinstate tar& chip surface;
- Install new guide rails with end treatments;
- Install new curb and gutter with erosion protected spillways or catch basins; and
- Install embankment stabilization and erosion protection.

LINK TO STRATEGIC PLAN

Provide safe, adequate and affordable municipal services and infrastructure.

FINANCIAL CONSIDERATIONS

Using the Town's electronic tendering system, the following results (not including HST) were received for the MS17-102-01 contract:

1. Intrepid General Limited	\$492,122.40
2. SLR Contracting Group Inc.	\$521,935.00
3. Carlington Construction Inc.	\$612,635.00
4. Facca Incorporated	\$804,960.00

Since the Town has only entered into an agreement with Dillon Consulting for the detailed design and condition assessment of Bridge #28, the Town will be required to enter into a second agreement for contract administration and site inspection with Dillon. Attached is the proposal from Dillon for these services in the amount of \$47,400 (not including HST).

In addition, Dillon Consulting completed the balance of the design services in 2017 and incurred costs in the amount of \$19,920 (not including HST).

Should Council agree to authorize the lowest bidder, Intrepid General Limited, the cost that will be reflected on the approved capital budget would be as follows:

Construction Costs	\$492,122.40
Balance of Design Cost	\$19,920.00
<u>Engineering Inspection and Administration</u>	<u>\$47,400.00</u>
Total	\$559,442.40
<u>HST Burden</u>	<u>\$9,846.19</u>
Total Impact on 2017 Budget	\$569,288.59

Therefore, the project would be \$130,711.41 under budget from the \$700,000 initially set out in the approved capital budget schedule. It should also be noted that the Contract Cost from Intrepid General includes a contingency allowance of \$50,000.

CONSULTATIONS

Dillon Consulting
Municipal Services

RECOMMENDATION

That Council receives the letter of recommendation from Dillon Consulting and authorizes the award of Contract Number MS17-102-01 for the rehabilitation of Bridge #28 over the Wigle Creek to Intrepid General Limited in the amount of \$492,122.40 (not including HST). Also, that Council approves Municipal Services to enter into an agreement for the contract administration and site inspection with Dillon Consulting in the amount of \$47,400 (not including HST).

Respectfully submitted,

Kevin J. Girard

Kevin J. Girard, P.Eng
Manager of Municipal Services

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

Our File: 16-3737 (Corr.)

April 20, 2017

SENT VIA EMAIL AND MAIL

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

Attention: Mr. Kevin J. Girard, P.Eng.,
Manager of Municipal Services

**Rehabilitation of Road 2 West Bridge (#028)
Over Wigle Creek in the Town of Kingsville
Summary of Tender Results**

Dear Sir:

Four tenders were received on April 20, 2017, for this project. The tender results are summarized as follows:

Tenderer	Total Tender Price (Including applicable taxes)
Intrepid General Limited	\$556,098.31
SLR Contracting Group Inc.	\$589,786.55
Carlington Construction Inc.	\$692,277.55
Facca Incorporated	\$909,604.80

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

All Tenderers submitted the required 10% Bid Bond which you have retained. All Tenderers acknowledged receipt of Addendum No. 1.

We have confirmed with Mr. George Pettitt of Intrepid General Limited that Intrepid General Limited is prepared to proceed with this project in accordance with the Contract Documents and their tender submission.

...continued

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

Corporation of the Town of Kingsville

Page 2

April 20, 2017

Based on their lowest tender submission, we recommend that the tender be awarded to Intrepid General Limited for the Total Tender Price of \$556,098.31 (including applicable taxes).

Subject to Council's approval of our recommendation, we will prepare the necessary agreements for signing.

Yours sincerely,

DILLON CONSULTING LIMITED

A handwritten signature in black ink, appearing to read 'Patrick E. Robitaille', written over a horizontal line.

Patrick E. Robitaille, P.Eng.,
Project Manager

PER:d



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

Date: April 24, 2017
To: Mayor and Council
Author: Kevin Girard, Manager of Municipal Services
RE: Road 11 Water Works Petition
Report No.: MS 2017- 12

AIM

To present Council with the Engineer's Report requested as part of the Road 11 Water Works petition.

BACKGROUND

Council report MS 2017-07 (res. 222-2017) was presented to Council on February 27th, 2017. This report discussed the request from the residents of Road 11 and the petition for the installation of a new water main from North Talbot Road to the Belle River Road (County Road 27).

DISCUSSION

As instructed by Council, Municipal Services drafted a Request for Proposal (RFP) for consulting services for the proposed Road 11 Water Main. The successful proponent, R.C. Spencer Associates Inc., was selected through the Municipal Services Department's evaluation process based on the following evaluation criteria and their corresponding weights:

- | | |
|---|-----|
| 1. Fee Proposal | 30% |
| 2. Experience with similar projects and qualifications of key personnel | 20% |
| 3. Understanding of project scope and proposal quality | 15% |
| 4. Proposed work plan and schedule | 25% |
| 5. Value added/innovative concepts | 10% |

Attached to this report are the results for the RFP process showing each proponents scores from Kevin Girard (Manager of Municipal Services) and Andrew Plancke (Director of Municipal Services) and averaged for a final score. From the attached spreadsheet, RC Spencer received the highest score of 86% with a cost for the Engineer's Report of \$1,600.

Upon award of the engineering services to RC Spencer, an Engineer's Report outlining an estimated cost breakdown for the engineering and installation of the proposed water main (attached) was provided to the Town. In review of the engineering estimate and meetings with the Lead Engineer from RC Spencer, Municipal Services is in agreement with the estimate provided.

As per the attached water work policy (attached), it should be noted that the Town of Kingsville has not considered any cost of water servicing on the private property and that it will be the property owner's responsibility to service their property from the property line at their own expense. Residents will be required to obtain a building permit for this connection from the Town.

The purpose of this report is to present Council with the information that Administration would like to present to the benefitting residents. Should Council approve the presentation of information herein, the subsequent steps will continue as per the attached flowchart titled, *Water Works Policy Petitioning Process*.

LINK TO STRATEGIC PLAN

Provide safe, adequate and affordable municipal services and infrastructure.

FINANCIAL CONSIDERATIONS

The Engineer's Report attached provided a total estimated cost for the proposed water main, including valves, hydrants, and connections to existing systems of approximately \$684,000 (not including HST). Therefore, the cost to each resident would be \$24,428.57, not including the cost for private service connections from the proposed water main to the property line which RC Spencer estimates will cost each resident approximately \$1,500.00 (not including HST).

Given the figures above, the benefitting residents will be responsible for \$25,928.57 (not including HST) each, as shown in the attached assessment schedule. It should be noted that this is an engineered estimate and not the final cost. Should the project overrun or be completed under the estimated value, the final cost to the residents will be adjusted accordingly.

Should Council and the petitioning residents decide not to proceed into an agreement for the proposed water main, a cost of \$88.89 will be charged to those property owners that signed the petition for the cost of the Engineer's Report as previously agreed. These residents have been noted on the attached assessment schedule.

CONSULTATIONS

R.C. Spencer Associates Inc.

Municipal Services
Financial Services
Corporate Services

RECOMMENDATION

That Council receive the Engineer's Report from the R.C. Spencer and Associates for the proposed water main on Road 11 and direct Administration to present the report and proposed assessment schedule to the petitioning residents.

Respectively Submitted,

Kevin Girard

Kevin Girard, P.Eng
Manager of Municipal Services

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



REQUEST FOR PROPOSAL

RFP# MS17-201

ENGINEERING SERVICES FOR ROAD 11E WATER MAIN

Proponent Summary

Proponent	Out of 100			Engineer's Report Fee	Appendices
	Score	Score	Average Score		
R.C. Spencer	84	88	86	\$1,600	<input checked="" type="checkbox"/>
Baird	85	84.58	84.79	\$0	<input checked="" type="checkbox"/>
HRYPAY	82	69	75.5	\$3,030	<input checked="" type="checkbox"/>
Glos Associates	76	73.4	74.7	\$3,110	<input checked="" type="checkbox"/>
N.J. Peralta	76	73	74.5	\$3,000	<input checked="" type="checkbox"/>
Dillon Consulting	74	73	73.5	\$6,469	<input checked="" type="checkbox"/>



RC SPENCER ASSOCIATES INC.
Consulting Engineers

28 April 2017
File No. 17-645

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

Attn: Mr. Kevin Girard, P.Eng.
Manager of Municipal Services

Re: Engineer's Report for
Council's Consideration
Road 11E Watermain Petition
Town of Kingsville

Dear Sir:

In accordance with the requirements of RFP #MS17-201 and our proposal of 24 March 2017, we provide the following amended Engineer's Report in response to a property owner's request to commence the Water Works Petition process for the installation of a new 150mm diameter watermain from County Road 27 to North Talbot Road on Road 11E in the Town of Kingsville.

Our preliminary design of this 3.8km watermain places the main in the north grassed boulevard outside of the roadway. At North Talbot Road, an existing 150mm diameter water valve will be used for connection whereas at County Road 27, it will be necessary to live tap the existing 200mm diameter watermain.

Our preliminary cost estimate for the supply and installation of the 150mm diameter watermain, including valves, hydrants and connections to existing systems, is as follows:

a) 150mm diameter watermain	\$ 475,000
b) Valves	\$ 15,000
c) Tapping sleeve and water valve	\$ 5,000
d) Hydrants	\$ 60,000
Sub-Total	\$ 555,000
e) Contingencies (10%)	\$ 55,000
f) Engineering & contract administration	\$ 74,000
Total	<u>\$ 684,000</u>

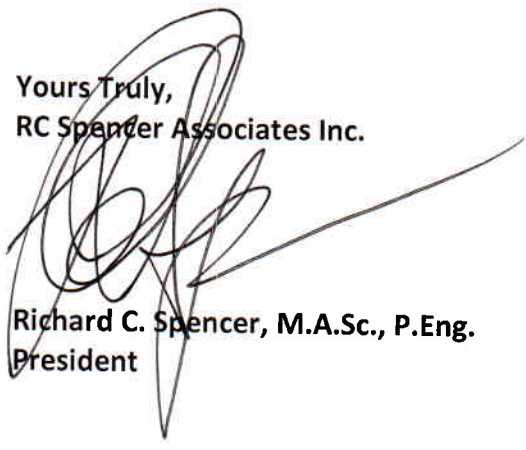


This does not include services for the 28 properties. Based on an equal sharing (1/28) of the total project cost by the 28 property owners, each property owner will pay \$25,928.57 (plus HST), which includes the private water service cost of \$1,500.00.

We attach the Petitioners Assessment Schedule, providing the individual assessments for the noted 28 properties.

We trust the foregoing is adequate for your needs in commencing the Water Works Petition process.

Yours Truly,
RC Spencer Associates Inc.



Richard C. Spencer, M.A.Sc., P.Eng.
President

cc: Andrew Plancke

Road 11 E Water Main
Petitioners Assessment Schedule

NAME OF PETITIONER		ADDRESS		CONC. LOT OR PLAN NO.	COST TO RESIDENT	COST FOR SERVICE	ASSESSMENT TO RESIDENT	ENGINEER'S REPORT COST
LYKOFF PHILIP EDWARD	LYKOFF GAIL KATHRYN	43	ROAD 11	CON 11 PT LOT 7	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
VRIESACKER DOROTHY	VRIESACKER ROBERT		ROAD 11	CON 11 PT LOT 8	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
DAMM MICHAEL STEVEN	MESSIER STEPHANIE	69	ROAD 11	CON 11 PT LOT 8 RP 12R6676	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
SAWCHUCK KIMBERLEY LOUISE	SAWCHUK WILLIAM JOHN	79	ROAD 11	CON 11 PT LOT 9	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
KERR MARY		81	ROAD 11	CON 11 PT LOT 9 RP 12R12104	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
BUTTERS WILLIAM DOUGLAS		135	CONC 11 E	CON 11 PT LOT 10 RP 12R19959 PARTS 1 AND 2	\$24,428.57	\$1,500.00	\$25,928.57	
DESCHENES FRANCOIS		169	ROAD 11 E	CON 11 PT LOT 11 RP 12R19958 PART 1	\$24,428.57	\$1,500.00	\$25,928.57	
BIRCH DONALD WILMOT			CAMERON SDRD	CON 11 PT LOT 9 RP 12R11733 PART 1	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
CAMPBELL MARY ANN		189	ROAD 11	CON 11 PT LOT 11 RP 12R11737 PART 1	\$24,428.57	\$1,500.00	\$25,928.57	
TRIMBLE WILLIAM DAVID	TRIMBLE MARGARET PATRICIA	190	ROAD 11	CON 10 PT LOT 11	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
TRIMBLE MARGARET PATRICIA		345	ROAD 11	CON 10 PT LOT 11	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
HOLMAN CRAIG WILLIAM	HOLMAN MARIE ILENE	166	ROAD 11	CON 10 PT LOT 11	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
BRENNAN ROBERT ALLEN	BRENNAN MARY SUSAN	116	ROAD 11	CON 10 PT LOT 9 RP 12R10012 PART 1	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
BIRCH DONALD WILMOT			ROAD 11	CON 10 PT LOT 9	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
WINTERMUTE JOHN NEAL	WINTERMUTE LINDA DIANNE	94	ROAD 11	CON 10 PT LOT 9	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
BIRCH DONALD WILMOT			ROAD 11	CON 10 PT LOT 9 RP 12R13249 PART 1	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
ELFORD JAMES MILTON	ELFORD CAROL RITA	119	CAMERON SDRD E	CON 10 PT LOTS 8 & 9	\$24,428.57	\$1,500.00	\$25,928.57	
VRIESACKER ROBERT	VRIESACKER JERRY		ROAD 11	CON 11 PART OF LOT 7 RP 12R6492 PARTS LOTS 1 AND 2	\$24,428.57	\$1,500.00	\$25,928.57	
BIRCH DONALD WILMOT			ROAD 11	CON 11 PT LOTS 9 & 10	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
DELISLE KENNETH RICHARD	DELISLE STEPHANIE ANN	133	ROAD 11 E	CON 11 PT LOT 10 RP 12R5951 PART 2	\$24,428.57	\$1,500.00	\$25,928.57	
CAMPBELL JEAN MARIE	CAMPBELL MARY ANN	193	ROAD 11	CON 11 PT LOTS 11 & 12	\$24,428.57	\$1,500.00	\$25,928.57	
TRIMBLE DOUGLAS STEPHEN	TRIMBLE BARBARA ANN		ROAD 11	CON 10 PT LOT 10	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89

TRIMBLE BARBARA ANN			ROAD 11	CON 10 PT LOT 10	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
KERR TODD JEFFREY DONALD		130	ROAD 11	CON 10 PT LOT 10	\$24,428.57	\$1,500.00	\$25,928.57	
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	169	ROAD 11	CON 11 PT LOTS 10 AND 11 RP 12R5951 PT PART 1	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
RIVAIT VICTOR	RIVAIT LORRAINE IRENE	N/S	ROAD 11	CON 11 PT LOT 10 RP 12R5951 PART 1	\$24,428.57	\$1,500.00	\$25,928.57	
RIVAIT VICTOR	RIVAIT LORRAINE IRENE		ROAD 11	GOSFIELD NORTH CON 11 PT LOT 7 PT BLIND RD RP 12R8994 PT PART 2	\$24,428.57	\$1,500.00	\$25,928.57	
RIVAIT RICHARD	RIVAIT SHEILA	11	ROAD 11	GOSFIELD NORTH CON 11 PT LOT 7 PT RD ALLOW RP 12R25934 PART 2	\$24,428.57	\$1,500.00	\$25,928.57	\$88.89
TOTALS					\$684,000	\$42,000	\$726,000	\$1,600

WATER WORKS POLICY

1. Watermain Petition

Council may authorize the preparation of an engineer's report for the construction of water works after the acceptance of a sufficiently signed petition containing a majority of properties. (Greater than 50%).

The form of petition shall be prepared by the Clerk's Department and shall contain a list of property owners and descriptions of the area requesting the water works in accordance to the last returned assessment roll. (Sample form attached.)

The Clerk shall upon receipt of the petition determine that a majority of properties (greater than 50%) exist prior to submitting the petition for Council's approval.

2. Authorization of Water Works

Council may authorize the engineer to proceed with the preparation of construction plans and tendering of the water works after the acceptance of the engineer's report and the approval of the owners of a majority of properties, should a majority not be obtained the petition is lost and any and all costs accumulated to date shall be apportioned equally between the petitioners, or occupants of land that would permit the water works area to obtain a majority of greater than 50% of the properties.

Council may in emergency situations authorize the preparation of an engineer's report and proceed with the construction of the water works.

3. Acceptance of Tender

Council may accept a tender for water works and proceed to construction in the event that the tender is equal to or less than the engineer's estimate of cost for construction. Should the tender accepted exceed the engineer's estimates the approval of the majority of property owners or occupants greater than 50% is required.

4. Payment of Costs

On final completion of the water works, Council may prescribe the method of collection of payment for the water works and shall permit the assessed property owners the opportunity to pay all or a portion of the assessed cost 45 days from receipt of an invoice with the balance with interest to be collected in the same manner as taxes.

5. Assessment of Water Works

Council shall assess the cost of the waterworks by placing a fixed charge for each parcel of land designated by by-law, which is a parcel reportedly assessed according to the last returned assessment roll.

6. Exceptions of Water Works

All properties abutting a proposed watermain will be assessed at full rate with the following exceptions:

- a) A property which abuts an existing watermain will be exempt from assessment for the cost of the proposed new main.
- b) A property which extends between concession roads, does not have a dwelling fronting on the proposed main, but does have an existing dwelling fronting on the next concession road will be exempt from assessment for the cost of the proposed new main.
- c) A corner property which does not have a dwelling fronting on the proposed main, but does have a dwelling fronting on an un-serviced sideroad will be exempt from assessment for the cost of the proposed main only if the location of the dwelling is such that it is closer to the next concession road and therefore, more logically serviced from that direction.

- d) Properties originally classified as being exempt will be reclassified to fully assess status if the condition of the property changes such that the original exemption is no longer valid.
- e) A property that would normally be classified as being exempt will be reclassified to fully assess status if so requested by the property owner.
- f) In unusual circumstances or special conditions not covered by the foregoing criteria, Council will determine a means of assessing costs in a fair and equitable manner.
- g) In the event of a severance (consent) of a property or new owners on an existing watermain, the newly created lot is subject to water assessment costs at the same rate previously assessed on the main.
- h) In the event of a previously exempted property on a watermain being reclassified to fully assessed status, the property owner shall pay the previously assessed cost levied at the time of installing the main.
- i) Funds received from the collection of water frontage rates as a result of newly created lots or reclassification of existing lots will be deposited to a watermain reserve account for future maintenance to the water works.

7. Installation of Private Service Connections

Any installation of a private water service connection from the street line to the structure requiring water, will require a building permit from the municipality.

The issuing of a water meter will form part of the building permit process.

- a) Cost of installing a private service connection on a watermain that previously did not have a service for the ratepayers shall be charged by the following method.

All residential construction shall be ¾" diameter private service connections the normal ¾" household connection and shall be charged out on the basis of the actual cost to the Town. The property owner is required to deposit with the Town an amount of \$1,000.00 prior to any work being commenced.

8. General

The conditions and policies contained in this policy statement may vary for water works required for Commercial, Greenhouses and Plans of Subdivision.

APPENDIX – 1

WATER WORKS POLICY

Legal Authority:

Section 221 & 222 of the *Municipal Act* S.O. 1990

Definition:

"Benefits"	means an immediate benefit or deferred benefit accruing to owners or occupants of land and derived or desirable from the construction of sewage or water works
"Immediate Benefit"	means the benefit that occurs and is derived or desirable immediately upon completion of the works.
"Deferred Benefit"	means the benefit that accrues upon completion of the works but which is not derived or desirable therefrom until a sewer or watermain upon which the land will abut is constructed as part of the works.
"Water Works Rate"	means a charge for the capital cost of water works Council in authorizing the construction of water works may by by-law impose a water works rate upon owners or occupants of land who derive, or will, or may derive a benefit therefrom sufficient to pay all or such portion of the capital costs of the works as the by-law may specify.

Computation of Water Works Rate

- 1) A meter frontage rate on the lands that receive an immediate or deferred benefit from the works.
- 2) A hectarage rate or rates on any or all of the lands which rates may differ as receiving an immediate or deferred benefit.
- 3) A fixed charge for each parcel of land designated by by-law, which is a parcel separately assessed according to the last returned assessment roll.
- 4) Any other method which the Council considers to be fair.

Cost of Existing Works

Land that has not, or owners or occupants that have not been assessed with respect to existing water works that may form part of a water works to be constructed by means of which an immediate benefit from the existing works accrues to the owner or occupants. Council may by by-law provide for imposing a water works rate sufficient to pay for such portion or percentage of the capital cost of the existing water works as specified for the outstanding capital costs of the existing water works shall be applied and used only for future capital improvements of the existing water works.

APPENDIX – 1

WATER WORKS POLICY – (Continued)

Apportionment

If a new part or parcel of land is created within an existing part or parcel of land in respect of which a water works rate has been imposed Council may impose the rate on each new parcel or part and the revenue received is not required for payment of any of the outstanding capital costs shall be used only for future capital improvements of the water works.

Exception from Rates

No property is exempt from a water works rate imposed by reason only that is exempt from taxation under the Assessment Act, but Council may by by-law exempt any property, or class of property from all or part based on the amount of service received or amount of benefit derived.

APPENDIX – 2

WATER WORKS POLICY

PETITION FOR WATER WORKS

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:

ALL AND SINGULAR those parcels and tracts of land situate, lying and being in the Town of Kingsville, County of Essex and Province of Ontario and being composed of those parts of Farm Lots _____ and being on the north side of _____, a distance of approximately _____ kms.

ALL AND SINGULAR those parcels and tracts of land situate, lying and being in the Town of Kingsville, County of Essex and Province of Ontario and being composed of those parts of Farm Lots _____ south side of _____ a distance of approximately _____ kms.

The property owners of the undersigned land within the above-mentioned area (owners' list attached) petition that:

- (a) THE said area be defined as Water Works Area with the installation of water mains, service connections as required.
- (b) THAT the said Private Water Service Connections be installed by the property owners subject to all necessary permits obtained from the Municipality prior to installation.
- (c) THAT an Engineer's Report be prepared to determine the feasibility and cost to the property owners. It is further understood that should the report not be accepted by the Petitioners, that any and all costs accumulated to date will be apportioned equally between the Petitioners in the event that the water works does not proceed.

NAME & ADDRESS OF PETITIONER	SIGNATURE	CONC., LOT OR PLAN NO.	ROLL NUMBER

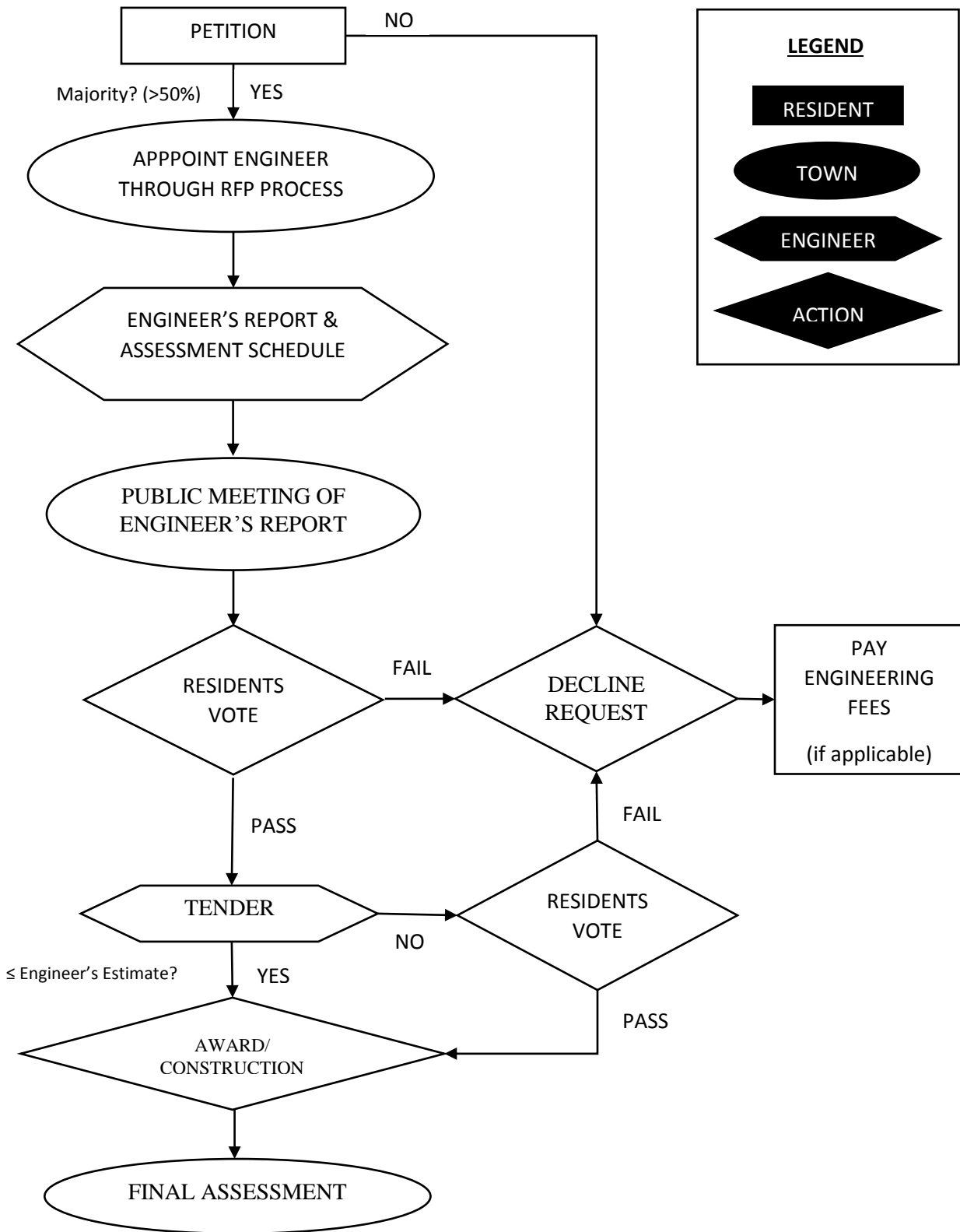
We, being the owner(s), also acknowledge that any costs associated with the preparation of a **Preliminary Engineering Report** shall be paid by the Petitioners, as listed in the petition, in equal proportions.

Water petition filed this _____ day of _____, 200____ .

Authorized Employee, Town of Kingsville

Date Passed: January 30, 2002

WATER WORKS POLICY PETITIONING PROCESS





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

Date: May 8, 2017

To: Mayor and Council

Author: Kevin Girard, Manager of Municipal Services
Robert Mackie, Public Work Supervisor / Engineering Coordinator

RE: Public Input Session for Grandview Sidewalks

Report No.: MS 2017-21

AIM

To present Council with the concerns and input from the residents affected by sidewalk installation on Grandview Avenue.

BACKGROUND

There are currently 1.2m wide sidewalks existing on Grandview Avenue that end approximately 75 metres south of Houston Avenue. These sidewalks were identified as needing to be continued for approximately 75 metres in order to connect to the newly reconstructed Lakeview Avenue multi-use pathway.

During the 2017 Budget deliberations, it was recommended by Municipal Services to continue the sidewalks on Grandview Avenue as part of the 2017 Sidewalk Program. Council approved the 2017 Sidewalk Program with the stipulation that a public input session be held for the affected residents of Grandview Avenue.

DISCUSSION

On April 25th, 2017, a public input session was organized by Kevin Girard and administered by Robert Mackie. The invitation, questions/concerns and sign-in sheet are in the attached. Four residents from two out of the five properties affected attended the meeting and the resident of 328 Lakeview Avenue spoke to Kevin Girard over the phone to deliver their concerns. This resident's questions and concerns were recorded on the Questions/Concerns sheet attached.

The scope of construction presented to the resident's at the public input session was as follows:

- Existing 1.2m sidewalks shall be tapered to 1.5m wide sidewalks meet the requirements of the Town's *Development Standards and Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*;
- Sidewalks shall be installed on both sides of Grandview and tie into Lakeview Avenue;
- Sidewalks shall be cut through existing driveways to maintain consistent longitudinal grade and uniform tactile walking surface in order to adhere to the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*; and
- Sidewalk approaches at Lakeview Avenue shall be constructed with a curb cut in order to match the grade of the gutter for accessibility purposes. The approaches will also include tactile walking plates in accordance with *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*.

After review of the scope of construction, each resident was given the opportunity to express his or her concerns with the project. The main concern expressed by Property Owners was that they did not want the Town to cut through their driveways in the public right-of-way. While those concerns are understood, the AODA sets specific requirements with respect to sidewalk construction. To ensure compliance with those requirements and to maintain a consistent longitudinal grade and uniform tactile walking surface, it is Administration's recommendation that the sidewalk be cut through the existing driveways.

No residents from the west side properties of Grandview Avenue attended the public meeting. It is assumed that those Property Owners at 212 and 216 Grandview Avenue who did not attend or reach out by telephone do not have any concerns with the proposed design.

LINK TO STRATEGIC PLAN

Provide safe, adequate and affordable municipal services and infrastructure

FINANCIAL CONSIDERATIONS

Municipal Services has recently tendered the contract for the 2017 Sidewalk Program (Contract No. MS17-103-01). The intention is to complete the Grandview Avenue sidewalks under this contract if the unit rates are within budget parameters.

CONSULTATIONS

Municipal Services
Corporate Services

RECOMMENDATION

That Council authorize the installation of sidewalks on Grandview Avenue based on the scope of construction provided in the discussion section herein.

Respectfully submitted,

Kevin J. Girard

Kevin J. Girard, P.Eng
Manager of Municipal Services

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



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

**NOTICE OF MEETING
PUBLIC INPUT SESSION
CONSTRUCTION OF SIDEWALKS ON GRANDVIEW AVE**

March 10, 2017

TO: All Affected Owners

The Town of Kingsville received a request for the installation of the Sidewalks on Grandview Avenue.

The Town of Kingsville is proposing a public input session on:

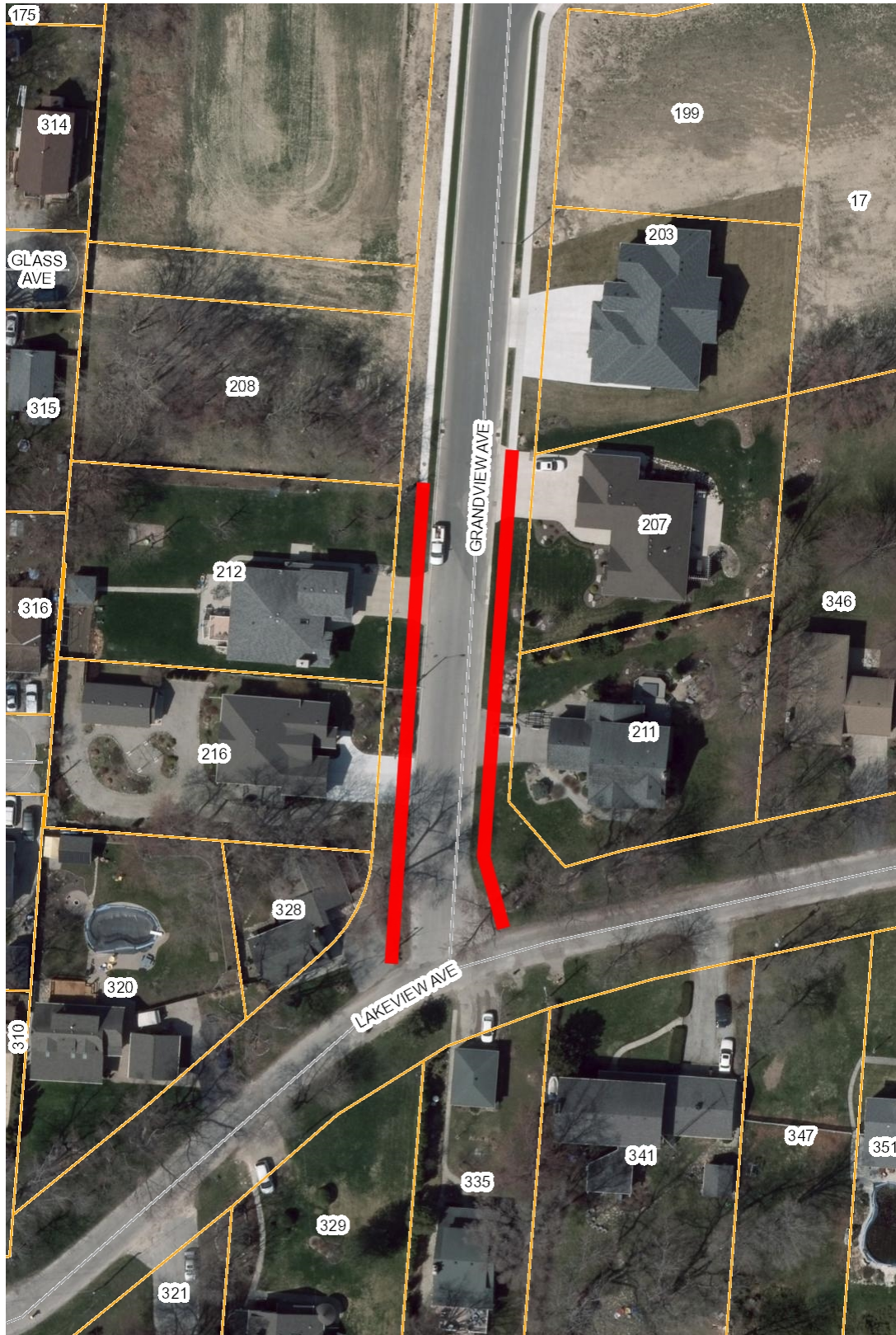
DATE: Tuesday, April 25th, 2017
TIME: 7:00 p.m.
LOCATION: Town of Kingsville – Town Hall
Council Chambers
2021 Division Rd North, Kingsville

As an owner affected by the Construction work, you are requested to attend at such time and place. If you are not able to attend, please notify Kevin Girard by phone at (519) 733-2305 ext. 230. If you do not notify the Town, the meeting will proceed in your absence.

Yours very truly,

A handwritten signature in black ink, appearing to read "K. Girard", is written over a light blue horizontal line.

Kevin Girard, P.Eng
Manager of Municipal Services



Legend

Essex Municipalities

<all other values>

Kingsville

Street

Severance

Kingsville Assessment

0 15.83 31.7
Meters

1: 950



3/13/2017

Notes

Enter Map Description

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
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**PUBLIC INPUT SESSION – April 25th, 2017
CONSTRUCTION OF SIDEWALKS ON GRANDVIEW AVE**

Questions/Concerns

Name (First and Last)	Question/Concern
Linda Groh	<ul style="list-style-type: none"> - Will the Sidewalks be the same size as the ones already on Grandview? <i>They will be 5ft Wide</i> - Will I be Notified of the progress and construction? <i>Yes, Residents will receive updates and a notification when they will be constructing sidewalks.</i>
John Johnson Dianne Verity	<ul style="list-style-type: none"> - In Support of 5ft Sidewalks. - Strongly opposed to cutting through driveway. <i>Sidewalks will be cut through existing driveways to maintain consistent longitudinal grade and consistent tactile walking surface in order to adhere to the Accessibility for Ontarians with Disabilities Act, 2005 (AODA).</i> - Would like a curb cut at the sidewalk approach to Lakeview Ave. <i>Sidewalks will have a curb cut at Lakeview with mandated tactile walking plates for accessibility.</i>
Jack Del Brocco Cheryl Del Brocco	<ul style="list-style-type: none"> - Does not want driveway cut, altered or damaged. <i>Sidewalks will be cut through existing driveways to maintain consistent longitudinal grade and consistent tactile walking surface in order to adhere to the Accessibility for Ontarians with Disabilities Act, 2005 (AODA).</i>



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
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Date: May 8, 2017
To: Mayor and Council
Author: G.A. Plancke / Director of Municipal Services
RE: Proposal for Engineering Services / Park St. Reconstruction
Report No.: MS-2017-23

AIM

To provide Council with the details specific to engineering services for the Park St reconstruction project and to obtain approval to assign the engineering assignment to Stantec Consulting Ltd.

BACKGROUND

The Park St. reconstruction project was originally designed as a 2009 capital project. The initial engineering work was completed by Stantec Consulting Ltd and was considered "tender" ready.

Due to competing priorities, and responsible budgetary limitations, the Park St. project has been deferred for many years.

With the announcement of the Ontario Community Infrastructure Fund (OCIF) grant, the Town applied for and was awarded \$937,082.00 against the reconstruction estimate of \$2,200,000.00 for the completion of the project which includes new watermain and services, reconstructed roadway, curb & gutter, sidewalk, and the inclusion of a multiuse pathway to connect Lakeside Park to Mettawas Park.

During 2017 budget deliberations \$2,200,000 was included within the Public Works, and Environmental Services budgets to reflect the net impact inclusive of the grant.

DISCUSSION

As Stantec Consulting Ltd. was the original engineering firm assigned the reconstruction design task in 2008, it seemed prudent and a fiscal assumption that "Stantec" could quickly update the design to reflect current standards, and prepare the tender documents and revised construction estimates in anticipation of an early Tender call.

Stantec was contacted after the notification of the grant award became public in order to reinitiate the project.

As such Stantec has provided a proposal for engineering services for the Park St reconstruction project which includes:

- Design Period Services
- Tender Period Services
- Construction Period Services
- Maintenance Period Services

Municipal Services concurs with the Proposal for Engineering Services Park St Reconstruction presented by Stantec Consulting Ltd. Dated April 07, 2017. Attached for your reference is the proposal.

LINK TO STRATEGIC PLAN

Provide safe, adequate and affordable municipal services and infrastructure.

FINANCIAL CONSIDERATIONS

Design Period Services - \$54,000
Tender Period Services - \$6000
Construction Period Services – \$140,000
Maintenance Period Services – \$20,000
Sub Total Professional Fees - \$220,000
8% Flat Rate Disbursement - \$17,600
Total Budget Engineering Fee (HST Exclusive) - \$237,600.

This fee represents 10.8% of the estimated project cost which is consistent with comparable engineering fees on a project of this nature.

Actual time and material will be invoiced.

\$2,200,000.00 inclusive of a \$937,082.00 OCIF grant has been included in the 2017 budget.

CONSULTATIONS

Stantec Consulting Ltd.
Municipal Services internal review

RECOMMENDATION

Council approve the entering into of a Professional Services Agreement with Stantec Consulting Ltd. for the Park St. reconstruction project as specified under the terms and conditions therein, and to authorize the Mayor and Clerk to execute said Agreement.

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



Stantec Consulting Ltd.
140 Ouellette Place, Suite 100
Windsor, Ontario N8X 1L9
Tel: (519) 966-2250
Fax: (519) 966-5523

April 7, 2017
File: 165681083-001

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

**Attention: Mr. Andrew Plancke, Civil Eng. Tech (Env)
Director of Municipal Services**

Dear Sir,

**Reference: Proposal for Engineering Services
Park Street Reconstruction**

We are pleased to submit this proposal for engineering services for the above referenced project in the Town of Kingsville.

UNDERSTANDING OF ASSIGNMENT

The intent of this project is to reconstruct Park Street from Division Street South to Lakeview Lane, including the construction of a new 300 mm diameter watermain as depicted in the current set of draft construction drawings.

Construction Drawings were previously prepared by Stantec in 2009, which will require to be updated to reflect today's standards and to incorporate additional features as requested by the Town.

It is our understanding that the above proposed works are to be tendered, constructed and commissioned in 2017. To achieve this, Stantec is to carry out the final design and preparation of construction drawings, specifications and contract documents in preparation for tendering in Spring of 2017. Stantec is also to provide contract administration and full time inspection services during the construction period.

For this type of project, a surveyor is normally engaged to gather topographic data along the existing rights-of-way in order to have a base plan prepared to serve as a base for the design of the new works. A survey was previously completed for this assignment, however, it will need to be updated via an audit to ensure that existing infrastructure is current. It is understood that the Town of Kingsville will directly engage and pay the local survey firm of VSHHB Inc. to audit the topographic survey if significant changes are found after the audit. Final design and final preparation of construction drawings & specifications can commence immediately thereafter.

SCOPE OF SERVICES & WORK PLAN

The following scope of services and work plan is proposed for this project.

Design Period Services

1. Project Initiation meeting with Town.
2. Project setup and preparation of project implementation plan including review of detailed scope of services with Town.
3. Coordinate topographical survey audit.



April 7, 2017
Mr. Andrew Plancke, Civil Eng.Tech (Env)
Director of Municipal Services
Page 2 of 4

**Reference: Proposal for Engineering Services
Park Street Reconstruction**

4. Review of 2009 design and carrying out final design of road reconstruction and watermain replacement including incorporating comments from Town.
5. Final preparation of draft construction drawings.
6. Preparation of construction specifications.
7. Preparation of contract documents including form of tender.
8. Preparation of opinion of probable cost for construction.
9. Review of deliverables with Town including drawing and document revisions until finalized.
10. Preparation of MOECC documentation for Town records and submission to MOECC.
11. Preparation of ERCA application for Town records and submission to ERCA.

Tender Period Services

1. Once the design is finalized and budget has been approved, Town to arrange for advertising and call for tenders.
2. During tender period, reply to questions from contractors, and prepare addenda as needed. Town to issue and manage all questions and addenda.
3. Review tenders, prepare tender report with recommendations.
4. Town to award contract and prepare, coordinate and manage execution of contract documents with contractor. Stantec to assist Town as needed.

Construction Period Services

1. Preparation of "Issued for Construction" Contract Documents & Drawings and distribute to Town and successful Contractor.
2. Arrange for and chair pre-construction meeting along with preparation and distribution of minutes.
3. Call, attend and prepare minutes for progress site meetings approximately every two (2) weeks. An allowance for seven (7) site meetings has been carried in this proposal.
4. Arrange for preconstruction photos.
5. Review of shop drawings and submittals from contractor.
6. Full time inspection during construction including keeping a record of the construction on daily work inspection forms along with construction record information and photos. An allowance of **840 hours** has been carried in this proposal for inspection based on an estimated total of **70 working days at 12 hours per day** to complete construction.

This allowance is based on implementing only **one inspector** for all the works. However, should there arise the need to implement an additional inspector due to construction proceeding at multiple locations at the same time, then Stantec shall advise and request authorization from the Town prior to proceeding with an additional inspector and the associated additional fees negotiated.

7. Coordination with Utilities throughout construction period providing for any ancillary utility relocation work that may be required as construction progresses.
8. Coordination of testing of materials to be integrated into the works including liaising with the Contractor as needed. Stantec is also to review testing reports as needed.



April 7, 2017
Mr. Andrew Plancke, Civil Eng.Tech (Env)
Director of Municipal Services
Page 3 of 4

**Reference: Proposal for Engineering Services
Park Street Reconstruction**

9. Coordination of testing and sampling of water during disinfection process.
10. Contract administration services including preparation of payment certificates and issuance of Substantial Performance. An allowance for five (5) payment certificates has been carried in this proposal.

Maintenance Period Services

1. Prepare, manage and pursue contractor to rectify identified deficiencies during 1 year maintenance period.
2. Preparation of project documentation booklet including construction record drawings.
3. Coordinate and attend walk through at end of maintenance period.
4. Preparation of final documentation such as release of statutory holdback certificate, completion certificate, final certificate, etc.
5. Close project.

ENGINEERING FEES

The following is our proposed budget engineering fee based on our understanding of this assignment and our proposed work plan.

Design Period Services	\$ 54,000
Tender Period Services	\$ 6,000
Construction Period Services	\$ 140,000
Maintenance Period Services	\$ 20,000
<hr/>	
Sub-Total Professional Fees	\$ 220,000
8% Flat Rate Disbursement	\$ 17,600
<hr/>	
Total Budget Engineering Fee (HST Exclusive)	\$ 237,600

Professional fees shown are in Canadian dollars for engineering work related to the scope of work outlined herein. Expenses, including mileage, incidental printing costs, communications and general office expenses are covered under the Flat Rate Disbursement. Major expenses such as printing costs are not included in the flat rate disbursement and it is understood that the Town will directly engage and pay for a printing company to carry out the printing. The above total budget engineering fee is to be viewed as an upset limit for the engineering services outlined in this proposal. Work is to be invoiced on an hourly basis for the actual time & effort necessary to carry out the assignment up to the upset amount.

The above budget engineering fee does not include any allowance and/or costs for engaging specialty consultants to carry out any specialty work such as surveying, geotechnical investigations/testing, noise reports, environmental studies, etc. Should any significant and/or unforeseen project specific expenses arise during the project which is not covered under this proposal, then the Town is to reimburse Stantec for the total cost of the expense plus a 10% markup.

Also note that the above total budget engineering fee does not include any allowance for advertising costs nor for any application fees required by any regulatory agency. Fees related to permits and approvals have not been included in our fee and will be the responsibility of and at the total expense of the Town. It is understood that the Town is to directly engage and pay for the local survey firm of VSHHB Inc. to carry out all survey work if required for the project.



April 7, 2017
Mr. Andrew Plancke, Civil Eng.Tech (Env)
Director of Municipal Services
Page 4 of 4

**Reference: Proposal for Engineering Services
Park Street Reconstruction**

Geotechnical investigations are anticipated to be needed to carry out and complete the detailed design. It is understood that the Town is to directly engage and pay a local geotechnical consulting firm to carry out such work.

The above total budget engineering fee has been established based on our experience on similar projects. This fee will be reviewed with the Town at the conclusion of each project meeting and adjustments made to the work plan to maintain the fee as requested. Any clear changes in the scope of the work are to be identified and discussed with the Town as they occur and the fee revised to suit as needed.

Overall, should it become apparent that the scope of work expands beyond that identified in this proposal and additional engineering services will be required to ensure the successful completion of this assignment; then Stantec shall advise and request authorization from the Town prior to proceeding with any additional work and the associated additional fees negotiated and processed through a Change Order request.

We trust that you will find our proposal adequately meets your needs. We are prepared to commence work immediately upon the execution of a mutually acceptable professional services agreement (PSA). A completed "Draft" copy of the PSA is attached to this proposal for the Town's consideration.

Should you have any questions or require clarifications or additional information with respect to this proposal, please contact Mr. Jubenville directly.

Respectfully yours,

STANTEC CONSULTING LTD.

Clarence Jubenville, P.Eng.
Project Manager
Phone: (519) 966-2250 Ext. 241
Fax: (519) 966-5523
clarence.jubenville@stantec.com

Tony Berardi, P.Eng.
Principal & Sector Leader
Phone: (519) 966-2250 Ext. 255
Fax: (519) 966-5523
tony.berardi@stantec.com

Attachments: Stantec Professional Services Agreement

THIS AGREEMENT is made and entered into effective April 7th 2017 (the "Agreement Date") by and between:

"CLIENT"

Name: THE CORPORATION OF THE TOWN OF KINGSVILLE
Address: 2021 Division Road North, Kingsville, Ontario N9Y 2Y9
Phone: (519) 733.2305 Fax:
Representative: Andrew Plancke, Civil Eng. Tech. (Env.)

"STANTEC"

Name: STANTEC CONSULTING LTD.
Address: 100-140 Ouellette Place, Windsor, Ontario N8X 1L9
Phone: (519) 966.2250 Fax: (519)966.5523
Representative: Clarence Jubenville, P.Eng

PROJECT NAME (the "PROJECT"):

Park Street Reconstruction

DESCRIPTION OF WORK: STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC 's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC's RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC 's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall

notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody

of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

THE CORPORATION OF THE TOWN OF KINGSVILLE
STANTEC CONSULTING LTD.

Andrew Plancke, Civil Eng. Tech. (Env)
Director of Munciple Services

Print Name and Title

Signature _____

Print Name and Title

Signature _____

Clarence Jubenville, P.Eng
Project Manager

Print Name and Title

Signature _____

Tony Berardi, P.Eng
Principle and Sector Lead

Print Name and Title

Signature _____

Attached to and forming part of the AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING LTD.

(hereinafter called "STANTEC")

EFFECTIVE: April 7th 2017

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

-As per Stantec proposal dated April 7th 2017. Proposal number 165681083-001

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: April 7th 2017

Estimated Completion Date: December 31st 2018

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Time and Expenses to an upset of \$ 237,600.00 including 8% FRD in accordance with attached Stantec proposal dated April 7th 2017 plus any significant project related expenses and /or subconsultants, if required and not included in the Stantec proposal.

An eight percent (8%) flat rate disbursement (FRD) recovery charge has been included in the STANTEC fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

PROFESSIONAL SERVICES AGREEMENT AGREEMENT "A"

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), Shown Below. This Rate Table is subject to escalation from time to time.

RATE TABLE

Minimum Billing Level	Billing Rate Table 1
3	\$76
4	\$83
5	\$91
6	\$100
7	\$108
8	\$115
9	\$124
10	\$132
11	\$140
12	\$146
13	\$154
14	\$167
15	\$190
16	\$213
17	\$242
18	\$280
19	\$314
20	\$336
21	\$366

ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

- No additional conditions

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

- No additional attachments

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.



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

Date: April 26, 2017
To: Mayor and Council
Author: Jennifer Astrologo, Director of Corporate Services
RE: 2017 Farmers' Market and 5 Year Agreement
Report No.: CS-2017-011

AIM

To seek Council's approval of the five (5) year Licence Agreement for the operation of the Farmers' Market (the "Market") in the parkette south of the property known municipally as 28 Division Street South.

BACKGROUND

At the March 13, 2017 Regular Council Meeting, Council passed the following motion:

245-2017 Moved by Councillor T. Neufeld, seconded by Councillor T. Gaffan

Council authorize administration to prepare a Licence Agreement for the operation of the Kingsville Farmers' Market, for a five-year term, and bring back the necessary authorizing by-law for passage at a future Regular Meeting.

DISCUSSION

In accordance with the above motion, a five-year agreement was drafted to allow the Market to operate in the "parkette", which is located immediately south of the property known municipally as 28 Division Street South, Kingsville.

The bulk of the terms and conditions of the agreement remain the same as previous years' agreements. The Agreement has been circulated to Ms. Meleg for review and comment and she has advised that the Market is agreeable to the terms and conditions as stated. Below are the main changes to the Agreement:

1. Provision 2 extends the Agreement for 5 years. This will allow the Market to operate through to the conclusion of the 2021 market season.
2. Rather than identify a specific date for the first and final days of the market for the 2018-2021 seasons, the Agreement outlines that each season the Market cannot open sooner than the 2nd Saturday of May and must be conclude by the 2nd Saturday of October.

In her presentation to Council, Ms. Meleg requested that vendors be permitted to park on the grass behind their tents. This request is not supported by Administration. Allowing vehicles to park on the grass may cause damage to the parkette area. Administration does not recommend that the discretion to park on that grassy area be given to the vendors of the Market. Rather, it is Administration's position that the status quo be maintained with respect to the parking situation. This position has been conveyed to Ms. Meleg.

Additionally, Ms. Meleg requested that the Market be permitted to set up at Cedar Beach during the Explore the Shore event. The Cedar Beach property is owned by four (4) different property owners. The Town leases the parking lot area of Cedar Beach from ERCA. Administration does not recommend that the Town grant permission to the Market to set up in the parking lot area for the reasons that follow. There may be encroachment issues to consider with respect to the adjacent property owners. The Town cannot confirm that the vendors, their tents and vehicles would all fit on the space that is leased by the Town. Further, since the Town leases the parking lot area, if the Market set up in that area, there would be no place for visitors to park and for safety reasons, parking along the roadway should be discouraged.

However, if the Town were to give permission, pursuant to the Agreement the Market would still be required to obtain permission from ERCA. Similarly, if the Market wanted to set up on property not controlled by the Town, it would need to seek permission from that property owner. The request to set up at Cedar Beach for the Explore the Shore event is in the preliminary stages and is separate and apart from the Lease Agreement. Ms. Meleg indicated to the Director of Corporate Services that she would reach out to the Town if the Market wanted to pursue this option.

LINK TO STRATEGIC PLAN

To develop an economy based on our strengths and opportunities that will retain existing and attract new businesses.

FINANCIAL CONSIDERATIONS

The Town does not currently charge for the use of green space. If, in the next five (5) years, the Town implemented a policy whereby a rental fee would be charged for the use of green space, there would be no opportunity for the Town to collect any amounts from the Market for use of the parkette.

CONSULTATIONS

Senior Management Team

RECOMMENDATION

That Council approve the five (5) year Agreement between the Town and the Farmers' Market, which would be in effect for the 2017 through to the 2021 market season, and authorize the Mayor and Clerk to execute the Agreement on behalf of the Town.

Jennifer Astrologo

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

Peggy Van Mierlo-West

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

AGREEMENT

THIS AGREEMENT made this day of May 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(the “Town”)

- and -

COMMUNITY FARMERS’ MARKET

(the “Organizer”)

WHEREAS the Organizer has applied for the right to use a certain portion of property owned by the Town for the purposes of operation of a food market at which local farmers sell fruit and vegetables, meat, cheese, and bakery products directly to consumers (the “Farmers’ Market”) and the Town has agreed to grant the Organizer such right on the terms and conditions contained in this Agreement.

NOW THEREFORE this Agreement witnesseth that in consideration of the use of the said portion of the right of way and the obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Town and Organizer hereby agree as follows:

Recitals

1. The recitals as set out above are true in substance and in fact and all terms referenced therein are incorporated into and form part of this Agreement.

Term

2. This Agreement shall extend for a period of five (5) years commencing the 2017 season through to and including the 2021 season, and grants the Organizer a licence to use property as described in Schedule “A” to operate a Farmers’ Market during the dates and times more particularly described in provision 3, below.

Grant

3. The Town hereby grants to the Organizer a licence to use that portion of the grassy area or “parkette” located immediately to the south of the property municipally known as 28 Division Street South, Kingsville, Ontario as more particularly depicted in Schedule “A” (the “Subject Property”) attached hereto and forming part of this Agreement for the purposes of operating the Farmers’ Market

and for no other purpose on the following days and between the following times for 2017:

Days: Each and every Saturday commencing on the 20th day of May 2017 to and including the 7th day of October 2017

Time: 7:00 a.m. to 3:00 p.m.

And for 2018 to 2021 inclusive:

Days: Each and every Saturday commencing no earlier than the 2nd Saturday of May to and including the 2nd Saturday in October.

Time: 7:00 a.m. to 3:00 p.m.

Covenants of the Organizer

4. The Organizer covenants and agrees with the Town as follows:

- a) The Organizer shall abide by all by-laws, laws, regulations, orders and ordinances of any federal, provincial and municipal authorities and public bodies having jurisdiction and shall indemnify the Town against any and all damages, charges, actions or costs resulting from any non-compliance. Without limiting the generality of the foregoing, the Organizer shall:
 - i) meet or exceed the requirements of the Windsor Essex County Health Unit for the handling of food;
 - ii) comply with the Town's Alcohol Risk Management Policy, as may be amended from time to time;
 - iii) remove from the Subject Property all products used in the preparation of food such as charcoal, oil and grease, in properly sealed containers, without depositing the materials on the ground or in the trash receptacles provided by the Town;
 - iv) ensure that there are no open fires nor cooking beneath any tent; and
 - v) not do or permit anything to be done on, around or in relation the Subject Property, or bring or keep anything thereon which may in any way increase or cause environmental contamination, adverse environmental effects, or which may be in contravention with *The Environmental Protection Act*, R.S.O. 1990, c.E. 19 as amended, or any other federal, provincial or municipal legislation, regulation ordinances or rules regarding environmental protection. The Organizer shall be solely and entirely responsible for the clean-up and repair of any environmental damage, or adverse effects arising as a result of the breach of the covenants herein contained.

- b) The use of the Subject Property and/or the operating of the Farmers' Market shall:
- i) not interfere with the entrance to any building; pedestrian crossing areas or designated accessible parking or passenger pick-up and drop-off areas; nor with commercial loading zones; and
 - ii) in no way obstruct vehicular or pedestrian traffic and the adjacent sidewalk shall not be encumbered by queuing of the Organizer's patrons, or advertising objects, or by anything else which may impede pedestrian passage or the passage of wheelchairs and permitted motorized devices and for greater certainty.
- c) The Organizer shall have the right to use the parking lot adjacent to the Subject Property municipally known as 11 Pearl Street West, Kingsville, Ontario for the delivery and pick up of chattels, equipment and goods to the Subject Property only between the following hours:

7:00 a.m. to 8:30 a.m.
2:00 p.m. to 3:00 p.m.

Notwithstanding the foregoing, such right to use shall not extend to any parking area designated for the exclusive use of the Business Improvement Area Board of Management and/or visitors to the Carnegie Arts and Visitor Centre.

- d) Subject to subsection 4(c), vehicles belonging to customers of the Farmers' Market or the public in general shall have use of the parking lot adjacent to the Subject Property municipally known as 11 Pearl Street West, Kingsville, Ontario for the purpose of vehicular parking only. Delivery vehicles and other vehicles otherwise associated with the Organizer shall be parked in the parking lot located at 21 Mill Street West, Kingsville, Ontario.
- e) The Organizer shall have the right to use the two hydro outlets located on the south side of the exterior of the building located at 28 Division Road South.
- f) The Organizer shall not do, suffer or permit to be done any act or thing upon or above the Subject Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Subject Property or to the public generally.
- g) The Organizer shall not make any improvements or alterations to the Subject Property without the prior written consent of the Town, which consent may be arbitrarily or unreasonably withheld. Any improvements or alterations made by the Organizer in accordance with this Agreement shall be at the sole risk, cost and expense of the Organizer and shall be made to the sole satisfaction of the Town.
- h) Unless consent in writing has been provided by the Town to the Organizers,

the Organizer shall not place in, on or attach anything to trees, utility poles, light standards, receptacles, furniture or property owned by either the Town or the Kingsville Business Improvement Area Board of Management. Notwithstanding the foregoing, the Organizers may on those days that the Farmers' Market is held, place one sandwich board sign advertising the Farmers' Market on the sidewalk adjacent to the locations municipally known as:

1 Main Street West, Kingsville
2 Main Street East, Kingsville

which sign shall not have a height greater than 3 feet or a width greater than 2.5 feet.

- i) The Organizer shall, at its own expense:
 - i) return the Subject Property to the Town in the same condition as it was received by the Organizer, including, but not limited to replacing any trees, plantings and/or turf damaged by the Organizer in relation to the use of the Subject Property or the operating of the Farmers' Market;
 - ii) have an effective on-site recycling plan for the Farmers' Market;
 - iii) provide adequate washroom facilities to service the anticipated number of participants and attendees;
 - iv) ensure that all fire hydrants remain unobstructed at all times;
 - v) keep the Subject Property clean and keep the adjacent property clear of refuse and debris;
 - vi) provide and maintain any chattels and equipment, including but not limited to furnishings, umbrellas and tents for the purposes of the operating of the Farmers' Market;
 - vii) ensure that any chattels and equipment brought onto the Subject Property are sufficiently maintained, affixed, or weighted to prevent their being lifted or carried by wind and shall not overhang outside of the Subject Property or obstruct visibility on the adjacent sidewalk or property;
 - viii) remove all chattels, equipment, and goods, debris, refuse and recycling from the Subject Property at the end of each day;
 - ix) ensure that there are adequate persons in place to maintain and manage the Farmers' Market, including, but not limited to the following:
 - i. to maintain the Subject Property and monitor the pick-up of all refuse and recycling materials;

- ii. to manage stands, concessions, and other saleable item tables or stands; and
 - iii. to manage and coordinate deliveries, parking, and parking lot(s) where applicable.
 - j) The Town shall be entitled to inspect the Subject Property at any time to ensure compliance with this Agreement.
5. Notwithstanding any specific reference made herein, in the event that the Organizer fails to do anything required of it under this Agreement, the Town has the right to perform such activity and the Organizer shall be responsible to the Town for the cost of the performance.

Indemnity Deposit

6. Upon the execution of this Agreement, the Organizer shall provide an indemnity deposit to the Town in an amount of one thousand dollars (\$1,000.00) in the form of a cheque which cheque shall be retained by the Town without interest, and cashed only to meet all or a portion of the cost and expenses of performing any activity that the Organizer has failed to perform and/or remediating or repairing any damage to the Town Property caused as a result of the execution of this Agreement or any action taken or things done or maintained by virtue hereof; or the exercise in any manner of rights arising hereunder.
7. Following the expiry of the rights granted under this Agreement, and, upon request of the Town, the indemnity deposit, less any costs and expenses of performing any activity that the Organizer has failed to perform and/or remediating or repairing any damage to the Town Property shall be refunded by the Town, however, if the costs or performance, remediation or repair exceed the amount of the indemnity deposit, the Organizer shall be responsible to pay the deficiency to the Town.

Release, Indemnity and Insurance

8. The Organizer hereby releases and holds harmless the Town its directors, officers, employees, agents and appointed officials, of and from all actions, causes of action, suits, claims and demands of every nature and kind arising out of the execution of this Agreement or any action taken or things done or maintained by virtue of this Agreement or the exercise in any manner of rights arising hereunder.
9. The Organizer shall at all times indemnify and save harmless the Town its directors, officers, employees, agents and appointed officials from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof; or the exercise in any manner of rights arising hereunder.

10. The Organizer shall obtain and keep in force Commercial General Liability Insurance underwritten by an insurer licensed to conduct business in the province of Ontario and including the following:
- a) a limit of liability in the amount of \$5 million per occurrence;
 - b) the Town named as an additional insured;
 - c) a provision for cross liability in respect of the named insured;
 - d) non-owned automobile coverage with a limit of \$5 million per occurrence;
 - e) products and completed operation coverage (broad form) with a limit of \$5 million per occurrence;

and provide a copy of a Certificate of Insurance to the Town upon request.

Termination

11. If the Organizer is in breach of any of the terms of this Agreement, the Town may, at its option, immediately terminate this Agreement.
12. If the Town exercises its right to terminate this Agreement, the Town shall not be liable in any way to compensate the Organizer for any loss, costs, or damages which may be suffered by the Organizer or by any person claiming under the Organizer by reason of such termination.

Notice

13. Any notice required to be given under this Agreement shall be in writing and provided by way of:
- a) hand delivery, in which case notice shall be effective on the date of delivery;
 - b) electronic mail, in which case notice shall be effective on the day on which the electronic mail is received; or
 - c) regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

to the Town at: 2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

Email Address: jastrologo@kingsville.ca

to the Organizer at: c/o Cherrin Meleg
614 Malo Street
Kingsville, ON
N9Y 3G6

Email Address: cherrinmeleg1@gmail.com

General

14. The Organizer shall not assign this Agreement or the use of the Subject Property without the written consent of the Town, which consent may be arbitrarily withheld in the sole and unfettered discretion of the Town.
15. This Agreement may not be amended or modified except by a written instrument executed by all parties.
16. Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
17. If any portion of this Agreement shall be held to be invalid or unenforceable by a court or forum of competent jurisdiction, the remaining portions of this Agreement shall remain in effect and enforceable.
18. Waiver by any party of any violation or breach of this Agreement in any instance shall not be taken or held to be a waiver of any subsequent violation or breach or as a waiver of the provision itself that is breached, nor shall any delay or omission on the part of any party to exercise any right arising from such violation or breach alter or impair that party's right as to the same or any future violation or breach. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by the party which expressly waives a right, power or condition under this Agreement.
19. This Agreement shall be binding upon and ensure to the benefit of the parties to it, and their respective heirs, personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above-written, as attested by the hand of its duly authorized officers in that behalf.

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

Per: _____
Nelson Santos, Mayor

Per: _____
Jennifer Astrologo, Clerk

COMMUNITY FARMERS' MARKET

Per: _____
Cherrin Meleg

Per: _____
Claudio Adragna

We have the authority to bind the Organization

SCHEDULE A



April 24, 2017

Attention Town Council,

I am writing to ask for the town to wave the \$700 rental fee for the Kingsville Pavilion on June 17th, 2017. I am organizing a KDHS 20 year high school reunion for years 1996/1997/1998. There is no intention to make a profit from this evening but rather to have as many people attend as possible. Waiving the fee would allow the ticket price to be set lower to assist with this. If there is any profit made from this night and the fee has been waived then it will be donated to the Mettawas Waterfront Project.

Further Details:

Catering - Firehouse Catering

DJ Music

Bar - Ran by Knight of Columbus

There might be novelty door prizes that will be included in the ticket purchase but there will not be any raffles or 50/50 draws taking place. The whole intent is to reminisce and catch up!!

Thank-you for your time and consideration of this matter.

Sincerely,

Jennifer Wood

April 25, 2017

Ms. Sandra Ingratta
Dir, of Financial Services
Town of Kingsville
2021 Division Rd. N.
Kingsville, Ontario
N9Y 2Y9

Dear Ms. Ingratta,

Lease see the attached flyer and hole sponsor form for the annual Curling Club of Kingsville golf tournament which will be held on Saturday, June 3rd, 2017. You have provided support in previous years by sponsoring a hole and your support is greatly appreciated. The money raised in the golf tournament over the last five years enabled us to install a badly needed roof on the facility, which we installed fall of 2015, and last year we installed a new ice controller, which enabled better quality ice and reduced hydro costs.

If you are able to support us again this year by sponsoring a hole, or even better, if you would like to enter the tournament we would love to have you.

Please complete and return the attached hole sponsor form.

Thanks,

John Campbell
Treasurer
Curling Club of Kingsville

RECEIVED APR 27 2017 



March 6, 2017

The Curling Club of Kingsville (CCoK) is a non-profit organization that operates under the directorship of a board of elected representatives out of the curling facility on the property of the Kingsville Golf & Country Club (KGCC). KGCC allows the Curling Club of Kingsville to use the premises provided all costs associated including curling activities, building maintenance, utilities, insurance, and property taxes are paid for by the Curling Club of Kingsville.

The 2017/2018 curling season will mark our 53rd year of operation. Our main purpose is to maintain and promote curling as a sport in our area.

From October through March annually, we offer curling programs for all ages. We sponsor curling bonspiels for Ontario Curling Association (OCA) sanctioned events and club bonspiels. These events bring many people from out of town who spend money in the area. In this way the Curling Club of Kingsville is a significant contributor to the local economy.

We support youth by subsidizing high school curling as a venue for WECSSA league play as well as gym classes for local secondary schools. We operate junior curling programs on Sunday afternoons. Last year, for the second year in a row, we hosted the Gore School Boys & Girls Ontario championship as well as "Kids on Ice" programs for the younger players. These programs are all provided through the volunteer efforts of our board and membership and are funded by membership fees, bingos, and other fundraising activities.

Our goal for our 2017 golf tournament is to raise funds for required repairs to our facility and ice equipment. Thanks to the generosity of our sponsors over each of the last four years we were able to put a new roof on the building in the fall of 2015 and last year we replaced our main ice controller. There are numerous other repairs required.

As per the attachment, we are asking for the support of local business or individuals to advertise/sponsor a hole at our golf tournament in the amount of \$50.00. Your business name will be on the tee on the hole you have sponsored and we will also record your name in our program booklet. You will be provided with a receipt or invoice as you require so as to report this as an advertising expense. Also, you are invited to join us in our tournament (and/or dinner) and be recognized as a sponsor.

Attached is a tournament flyer and notification form where you can indicate your willingness to advertise/sponsor this event. We would also like to receive your logo in .pdf format to include in our tournament program. Thanks very much for your previous support.

Thanks,

John Campbell, Treasurer
Curling Club of Kingsville
(519) 733-0913
mjcampbell@wavedirect.net

RECEIVED APR 27 2017



Curling Club of Kingsville
P.O. Box 403
Kingsville, Ontario
N9Y 2G1
(519) 733-0913

Yes – We would like to advertise or sponsor a hole at the Curling Club of Kingsville golf tournament to be held at the Kingsville Golf & Country Club on Saturday, June 3, 2017. Please return this form via mail or email by May 17, 2016.

Name of Business or Individual	
Address of Business or Individual	
Telephone of Business or Individual	
Contact Name	
Contact Telephone	
Contact Signature	
Date	

Please send an invoice: Yes _____ No _____
Please send a thank you letter as a receipt: Yes _____ No _____
Number of Holes to Advertise/Sponsor @ \$50.00/hole: _____
Amount enclosed: Cash _____ Cheque _____

Additionally, I would like to enter a team or play in the golf tournament:
Yes _____ No _____ If "Yes": The Curling Club of Kingsville will be in contact.
Names of participants: _____

Your support is greatly appreciated. Thank you.

Paul Nielsen – President – Curling Club of Kingsville – (519) 995-2617;
paulnielsen@bell.net



CURLING CLUB OF KINGSVILLE'S SCRAMBLE GOLF TOURNAMENT

WHEN: **SATURDAY, JUNE 3, 2017 - 1:00 PM**
ENTER AS A 4 PERSON TEAM, A COUPLE OR A SINGLE – OR “Dinner-Only”
ENTRY DEADLINE – TUESDAY, May 24th – Limit 80 Golfers

WHERE: KINGSVILLE GOLF & COUNTRY CLUB

TIME: Registration 12:15 pm ... Tee-off starts: 1:00 pm

COST: **\$ 100.00 PER PERSON - OR \$ 400.00/TEAM OF 4**
KG&CC MEMBERS WITH WEEKEND PRIV. - ONLY \$ 60.00
DINNER ONLY (Non-Golfers) \$ 25.00



INCLUDES: 18-HOLE GOLF SCRAMBLE
Riding Cart, Fabulous Dinner / Cash bar (At the Curling Club)

PRIZES:

- *PRIZES FOR EVERYONE*
- *LONGEST DRIVES PRIZES*
- *CLOSEST TO THE PIN PRIZES*
- *\$10,000.00 HOLE-IN-ONE*
- *\$20 Package includes Drink, Raffle, Hit the Green & Putting Contest*

TO REGISTER: Send email to admin@kingsvillecurling.com
or contact **PAUL NIELSEN (519) 995-2617** or Email
paulnielsen@bell.net Please include player's names.



Proper golf attire required. Soft spikes only.

1516 Whitewood Rd.,
Kingsville, Ontario
N9Y 2V9

April 24, 2017

Mayor Santos
Kingsville Town Council
2021 Division Rd., N
Kingsville, Ontario
N9Y 1C0

Dear Mayor Santos;

The WonderBroad Dragon Boat team for breast cancer survivors is holding a fundraiser at the Lakeside Park Pavilion on October 28 2017. The purpose of this correspondence is to request that Kingsville Town Council waive the fee charged for the rental of the facility. The team's charitable number is 85151 2475 RR0001

Should you require any further information, please contact me at the phone number or e mail address below.

Thank you for your consideration of this request.

Yours sincerely,

A handwritten signature in blue ink that reads "Jennifer Fraser". The signature is fluid and cursive, with a large initial "J" and a long horizontal stroke at the end.

Jennifer Fraser
Fundraising Committee

Phone 519 326 4998
bluebottle@cogeco.ca

Statement of Revenue and Expenditures of

THE CITY OF WINDSOR
PROVINCIAL OFFENCES ACT

Year ended December 31, 2016



KPMG LLP
618 Greenwood Centre
3200 Deziel Drive
Windsor, ON N8W 5K8
Telephone (519) 251-3500
Fax (519) 251-3530
www.kpmg.ca

INDEPENDENT AUDITORS' REPORT

To the Ministry of the Attorney General of Ontario

We have audited the accompanying statement of revenue and expenditures of the Provincial Offences Office for Windsor/Essex Court Service Area for the year ended December 31, 2016, and notes, comprising a summary of significant accounting policies and other explanatory information (together "the financial statement").

Managements Responsibility for the Financial Statements

statement in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of the financial statement that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.



Basis for Qualified Opinion

The financial records of the Windsor/Essex Court Service Area operations are maintained and generated by the Integrated Courts Offences Network ("ICON") system, maintained by the Province of Ontario. The scope of our audit did not include a review over the controls of this system nor was a service auditor's report made available to us. Accordingly, we were not able to determine whether any adjustments might be necessary to fines and miscellaneous revenue collected.

Included in the revenue for the year ended December 31, 2016, is \$230,697 (2015 - \$256,940) received on behalf of the Windsor/Essex Court Service Area by other courts located throughout the Province of Ontario. The scope of our audit did not include a review of the systems or controls over cash collections and deposits at these other court locations. Accordingly, we were not able to determine whether any adjustments might be necessary to fines and miscellaneous revenue collected.

Qualified Opinion

In our opinion, except for the possible effects of the matters described in the Basis for Qualified Opinion paragraphs, the financial statement present fairly, in all material respects the operations of Provincial Offences Office for Windsor/Essex Court Service Area for the year ended December 31, 2016, in accordance with Canadian public sector accounting standards.

A handwritten signature in black ink that reads 'KPMG LLP'. The signature is written in a cursive, stylized font. Below the signature is a single horizontal line that starts under the 'K' and ends under the 'P', with a small upward tick at the right end.

Chartered Professional Accountants, Licensed Public Accountants

March 14, 2017

Windsor, Canada

THE CITY OF WINDSOR

PROVINCIAL OFFENCES ACT Statement of Revenue and Expenditures

Year ended December 31, 2016, with comparative information for 2015

	2016	2015
Revenue:		
Fines and fees collected	\$ 5,156,951	\$ 4,876,221
Expenditures and disbursements:		
Salary and benefits	1,598,789	1,622,758
General administration	392,501	333,210
Materials and services	350,323	350,983
Provincial administration charges	502,615	364,860
Occupancy	318,742	325,708
	<u>3,162,970</u>	<u>2,997,519</u>
Income before disbursements to area municipalities	1,993,981	1,878,702
Disbursements to area municipalities	966,210	903,282
Excess of revenue over expenditures and disbursements	<u>\$ 1,027,771</u>	<u>\$ 975,420</u>

See accompanying notes to statement of revenue and expenditures.

THE CITY OF WINDSOR

PROVINCIAL OFFENCES ACT

Notes to Statement of Revenue and Expenditures

Year ended December 31, 2016

1. Provincial offences administration and background:

The City of Windsor (the “City”) under the authority of Part X of the Provincial Offences Act (“POA”), provides for and administers the POA courts in the Windsor/Essex Court Service Area, arranges for court support, has carriage of Part I prosecutions and associated appeals, and is responsible for the collection of related fines and fees. The POA is a procedural statute for administering and prosecuting provincial offences, including those committed under the Highway Traffic Act, Compulsory Automobile Insurance Act, Trespass to Property Act, Liquor Licence Act, and municipal by-laws; by virtue of the Contraventions Act of Canada, certain federal offences also fall under the POA umbrella. The POA governs all aspects of legal process from serving notice on a defendant, to conducting trials, including sentencing and appeals.

The Ministry of the Attorney General (“MAG”) has entered into a Memorandum of Understanding (“MOU”) pursuant to Part X of the POA, leading to the transfer of POA responsibilities to the City. The MOU contains terms and conditions that apply to every “Municipal Partner” in Ontario. It was recognized that there are certain considerations that are specific to individual court service areas. Therefore, a Local Side Agreement (“LSA”) has also been entered into between MAG and the City, setting out those specific terms and conditions. Taken together, the MOU and LSA constitute the Transfer Agreement.

In addition, an Intermunicipal Service Agreement (“ISA”) was entered into by the City with the other nine area municipalities. The City’s role under the ISA is to provide the transferred responsibilities on its own behalf as well as on behalf of the other municipalities. The revenue generated therefrom, less expenses, is shared on the basis of weighted assessment, with quarterly disbursements of net revenue or operating profit amongst the participants.

THE CITY OF WINDSOR

PROVINCIAL OFFENCES OFFICE

Notes to Statement of Revenue and Expenditures (continued)

Year ended December 31, 2016

2. Significant accounting policies:

The statement of revenue and expenditures for the City's Provincial Offences Office is prepared by management in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants Canada. Significant aspects of the accounting policies adopted in the preparation of this financial statement are as follows:

(a) Revenue:

In accordance with policies adopted by other Provincial Offence offices and as a result of the nature of business activities, revenue is recognized on the cash basis. The revenue of the court office consists of fines levied under Parts I, II and III (including delay penalties) for POA charges filed at the court located at the Westcourt Place, 300-251 Goyeau Street, Windsor, Ontario. Offenders may pay their fines at any court office in Ontario, at which time their receipt is recorded in the Integrated Courts Offences Network ("ICON") mainframe system operated by the Province of Ontario.

Uncollected fines and fees outstanding at the date of transfer were assigned by the Province to the City of Windsor. These amounts will be recorded as revenue upon receipt.

Payments received for Victim Fine Surcharge and Dedicated Fines collected on behalf of the Province of Ontario in the amount of \$1,109,025 and \$48,096 respectively (2015 - \$1,004,976 and \$44,874) are recorded as net liabilities payable to the Province of Ontario by the City of Windsor and are consequently not recorded in the statement of revenue and expenditures.

(b) Expenditures:

Expenditures are recorded on the accrual basis of accounting which recognizes expenditures as they are incurred and measurable as a result of the receipt of goods or services and creation of a legal obligation to pay.

(c) Tangible capital assets:

Tangible capital asset expenditures are reported separately and are not included in this financial statement.

THE CITY OF WINDSOR

PROVINCIAL OFFENCES OFFICE

Notes to Statement of Revenue and Expenditures (continued)

Year ended December 31, 2016

2. Significant accounting policies (continued):

(d) Use of estimates:

The preparation of a financial statement requires management to make estimates and assumptions that affect the reported amounts of revenue and expenditures for the period being reported on and disclosure of contingencies at the date of the statement. Actual results could vary from those estimates.

3. Pension agreements:

The City of Windsor makes contributions to the Ontario Municipal Employees Retirement System ("OMERS"), which is a multi-employer plan on behalf of all permanent, full-time members of its staff. The plan is a defined benefit plan, which specifies the amount of the retirement benefit to be received by the employees based on length of service and rates of pay.

4. Commitment:

The City of Windsor has entered into an agreement to lease the premises for the City's Provincial Offences offices through 2018. The annual rental payments over the remaining term of the lease are as follows:

2017	\$ 281,144
2018	281,144

Windsor/Essex Provincial Offences (POA) Annual Report

2016

The 2016 Annual Report is a detailed summary that highlights the activities and operations of the Windsor/Essex POA department throughout the year. It is provided to the Liaison Committee Members every year and includes an overall assessment of the operations and its structure, key performance indicators and financial results.

Issued on:
April 5, 2017

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MESSAGE TO OUR MUNICIPAL PARTNERS

On March 5, 2016, the Windsor/Essex Provincial Offences department celebrated its 15th year of service. This year was marked by another exceptional performance across the board. Despite experiencing the lowest charging volumes since taking over from the Ministry in 2001, we had one of our best financial performances since 2012. Our active collection efforts continued to be robust which helped us exceed all performance metrics, both operationally as well as financially.

The POA team members worked diligently throughout the year to meet its objectives and supported a number of new initiatives that had a positive impact on the overall business operations. Some of the key highlights include:

- Renegotiated and signed the Windsor/Essex Area Intermunicipal Court Service Agreement for another 5 year term
- Finalized and executed the Tax Roll Agreement and Tax Roll Procedure document
- Developed and launched a new POA website
- Renegotiated terms and an extension of the lease at the Westcourt Building
- Took advantage of external funding and grants, as the POA court office was upgraded to meet accessibility door standard requirements.
- Improved operational efficiencies by reducing the number of court days scheduled in 2016, thereby reducing the number of court hours by 7%.
- Through various active collection efforts, revenue increased by more than \$500,000 year over year
- The Windsor/Essex POA program ended the year with a net operating profit of \$1,993,982, which positively exceeded the budget by \$357,251. The net operating profit was split \$966,210 (48.46%) to the County & Pelee and the remaining \$1,027,771 (51.54%) to the City of Windsor
- The 2016 financial statement audit was successfully completed by KPMG on March 16, 2017 without any concerns. The audited financial statements have been sent to the committee members via email on March 23, 2017.

As our Mission, Vision and Values statements continue to guide us in every decision we make, we are optimistic about the direction that we are heading towards. We will continue to build on the successes from prior years and we look forward to building stronger relationships, not just with our clients but also our community.

Sincerely,

Andrew Daher

Manager of Provincial Offences

SECTION A - BACKGROUND & OPERATIONAL ACTIVITIES

In 1998, the province enacted Bill 108 which amended the Provincial Offences Act (“POA”) thereby enabling it to transfer various responsibilities of the POA Court system to municipalities across Ontario. Offences governed by the POA are regulatory in nature created pursuant to provincial statutes such as the Highway Traffic Act, the Compulsory Automobile Insurance Act, the Liquor Licence Act, and the Trespass to Property Act, to name a few. The transfer of POA responsibilities included court support and administration functions, the prosecution of ticketable offences under Part I of the POA (with the more serious charges under Part III continuing to be prosecuted provincially), as well as the collection and enforcement of most fines. Part II matters (also known as parking ticket) and the collections of those tickets are handled by the Parking Enforcement division of the City of Windsor under the administrative penalty system. The POA Transfer did not include criminal matters, which continue to be processed and prosecuted in a court system managed by the province.

The Windsor/Essex Provincial Offences Program (“POA Program”) was created as a special-purpose vehicle to accept the transfer of POA responsibilities from the province. It functions as a self-funding, net revenue positive operating division of the City of Windsor (“City”), having been established for the express purpose of locally implementing the POA Transfer at the regional level. The bulk of the POA Program’s revenues are generated from fines received from persons having violated public protection *legislation*.

Although rooted in *legislation*, the POA Program is essentially governed by a number of contracts, consisting of the following agreements:

- The Transfer Agreement between the City and the province of Ontario as represented by the Ministry of the Attorney General (“MAG”), consisting of 2 contracts, namely a generic Memorandum of Understanding (“MOU”) and a Local Side Agreement (“LSA”). The Transfer Agreement sets forth the City’s responsibilities and duties, inclusive of various guidelines and standards;
- The Intermunicipal Service Agreement (“ISA”) entered into amongst the City and those other affected municipalities together constituting the Windsor/Essex Court Service Area (“Area”), which encompasses the geographic territory consisting of the City of Windsor, the County of Essex and Pelee Island. It serves as the liaison between the City and the 9 Served Municipalities on all matters relating to the operation of the POA Program

The ISA provided for an initial term of six fiscal years, commencing on the date of the POA Transfer. The first fiscal year constituted the period March 5, 2001 (the live transfer date) through December 31, 2001, with the following five fiscal years coinciding with the successive full calendar years, thus the initial term commenced March 5, 2001 and expired on December 31, 2006. The ISA was renewed for a further 5-year term, expiring December 31, 2011. In 2011 by mutual agreement it was extended for another 5-year term which expired on December 31, 2016. In the fall of 2016, the Liaison Committee unanimously agreed “in principal” to renew

the ISA for another five (5) years, commencing on January 1, 2017 and terminating on December 31, 2021. All Municipal Council's have approved and signed the agreement.

The POA Program occupies leased premises in Suite 300 of the Westcourt Place, located at 251 Goyeau Street, in the City of Windsor. The POA Program also has responsibility for various POA Court operations at the Leamington courthouse, where the POA Court presides the 1st, 3rd and 5th Thursday of every month. It should be noted that in July of 2016, the lease was renewed for another two (2) years, effective January 1, 2017.

The POA Program provides services and facilities to various stakeholders within the administration of justice system. These stakeholders include law enforcement personnel whose mandates entail initiation of proceedings against defendants alleged to have violated regulatory or "public protection" *legislation*, the defendants themselves as well as their legal representatives, victims of such violations, various provincial authorities, as well as an independent and impartial judiciary. Operations of the POA Program fall into four functional categories. These four sections together constitute the operational aspects of the POA Program:

Court Administration: This area has general carriage of the POA Court office. These responsibilities include the intake, processing, filing and preservation of charging documents (i.e. tickets) and associated certificate control lists received from law enforcement agencies; the intake of mail and allocation and processing of payments and legal documentation; tracking of on-line remittances via www.Paytickets.ca; staffing of cashier stations to handle payments and queries; generation of POA Court dockets including fail-to-respond, trial, first appearance, and Early Resolution; setting of trials; procuring interpreter services; liaising with police court services personnel; intake and processing of motions, re-openings, appeals and applications for extensions of time to pay fines; maintaining updated data in the provincial mainframe application known as the Integrated Courts Offences Network ("ICON"); enforcement of delinquent fines via driver's licence suspensions; processing of daily financial matters; procurement of equipment/supplies; and overall maintenance of the facility.

Court Support: This area is composed of POA Court monitors, being a combination of court clerks/reporters whose responsibilities include ensuring that the POA Court dockets and associated charging documents are properly presented in court; paging defendants; assisting the Justices in arraignments and endorsements; issuing statutory warnings to defendants; generating payment slips to defendants wishing to immediately satisfy imposed fines; maintaining updated ICON data; ensuring that the proceedings are properly recorded; typing transcripts for use in appeals and other proceedings; logging and preserving exhibits including disposal of same in accordance with judicial directions or retention requirements

Prosecution: The municipal prosecutors appear in POA Court to call the trial list and to conduct trials, to deal with motions, to set trial dates; they meet with defendants and their representatives in conjunction with the Early Resolution process with a view to resolving matters; they review law enforcement files to ensure that matters should be proceeded with and assist with disclosure to defendants and their representatives and they appear in the higher courts on both prosecution and defence appeals. All area municipalities continue to

prosecute their own by-laws and “local” statutes such as the Building Code Act. Part III matters under the POA remain the prosecutorial responsibility of the Crown Attorney’s office &/or specialist prosecutors provided by various ministries. As highlighted early in the report, the prosecution of City of Windsor By-laws has now been transferred from the Legal Department to the POA municipal prosecutors, consistent with industry practice. Also, it is a condition of employment in this Area that the prosecutors, who report directly to the City Solicitor, be duly qualified Ontario lawyers.

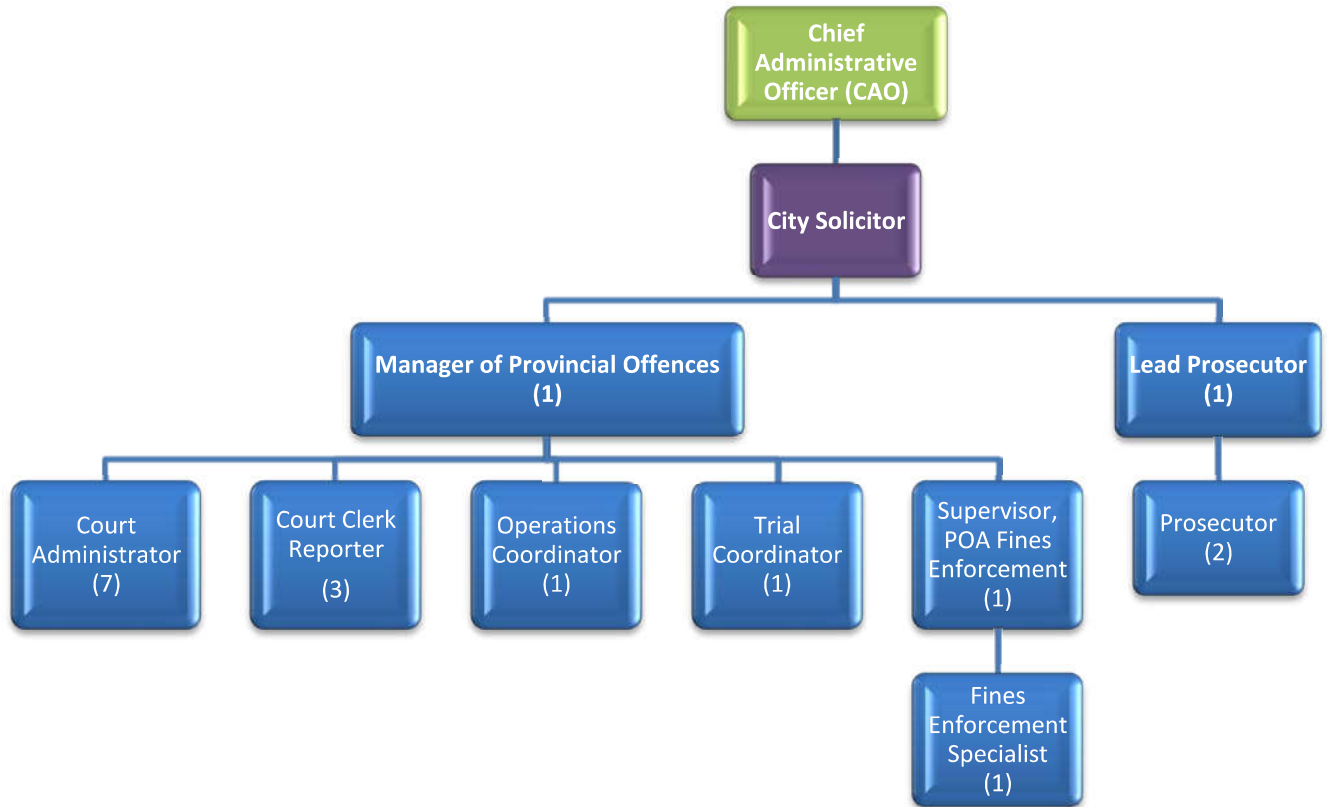
Fines Enforcement (Collections): One POA Fines Enforcement Supervisor along with one POA Fines Enforcement Specialists is responsible for ensuring that POA Court judgments, being orders imposing monetary penalties, are honoured by defendants including seeing to it that certificates of default are prepared and filed in a timely fashion at the civil court; for sending out dunning letters; for locating and meeting with defendants having defaulted fines and making arrangements for collecting; for ensuring that writs of seizure and sale and garnishments are proceeded with in appropriate cases; for attending on judgment debtor examinations primarily at the Small Claims Court level; for filing proofs of claim with trustees in bankruptcy and estate trustees; for liaising with collection agencies and credit bureaus with which the POA Program has relationships

The Windsor Westcourt POA facility also houses a satellite office of the police court services branch. Among other things, that office works closely with the prosecutors to ensure that law enforcement files are available for use at trials, at Early Resolution meetings and on appeals, advises police officers of trial dates, summonses lay witnesses, arranges for personal service of court documents, provides disclosure to defendants and their legal representatives, and procures necessary official documentation for use in court as evidence.

An organizational diagram of the POA Program is included and identified as CHART A-1, which was in effect for the subject reporting period.

CHART A-1

ORGANIZATIONAL CHART OF THE WINDSOR/ESSEX POA OFFICE



SECTION B - LIAISON COMMITTEE

The ISA calls for the setting up of an administrative advisory panel, being the Windsor/Essex Court Service Area Liaison Committee (“Liaison Committee”), composed of one representative from each participating municipality. Among other things, the 10-person Liaison Committee:

- Serves as the liaison between the City and the 9 Serviced Municipalities on all matters relating to the operation of the POA Program
- Reviews all reports submitted by the City Solicitor in conjunction with the Manager of Provincial Offences and makes recommendations to the operations of the POA Program
- Reviews and recommends for approval the annual budgets
- Generates an annual report for review by the respective councils of the participants

By virtue of the ISA, each party municipality provides a member of its administration as its Liaison Committee representative, with the Windsor representative being the City Solicitor. The latter is also the Chair.

For 2016, the final composition of the POA Liaison Committee was as follows:

MUNICIPALITY	MEMBER	POSITION
Amherstburg	Justin Rousseau	Treasurer
Essex (County)	Mary Brennan	Director of Council Services/Clerk
Essex (Town)	Robert Auger	Clerk/Deputy Treasurer
Kingsville	Sandra Ingratta	Director of Financial Services
Lakeshore	Steve Salmons	Director of Community and Development
LaSalle	Dale Langlois	Manager of Finance/Deputy Treasurer
Leamington	Ginny Campbell	Director of Finance & Business Services
Pelee	Wayne Miller	CAO/Clerk/Treasurer
Tecumseh	Luc Gagnon	Director of Financial Services & Treasurer
Windsor	Shelby Askin Hager (Chair)	City Solicitor
Windsor	Andrew Daher	Manager of Provincial Offences

The Liaison Committee is mandated by the ISA to convene at least twice annually. In 2016, there were two meetings that were held on the following dates and locations:

<u>Date</u>	<u>Location</u>
February 23, 2016	City of Windsor – Meeting Room 409
September 27, 2016	Essex County Civic Centre – Committee Room E

During the September 27th meeting, the Committee agreed “in principal” to renew the ISA for another five (5) years, commencing on January 1, 2017. Subsequent to the meeting, each municipality took the report back to their respective Council’s for final approval and signatures.

SECTION C – CASELOADS & STATISTICS

The POA Program’s caseload is dependent upon charges laid by professional law enforcement personnel and agencies. The workflow of the POA Program commences with the initiation by police and other officers of legal proceedings against alleged violators of public protection *legislation*. Legal proceedings are instituted by personal service upon the defendant of either a Provincial Offence Notice (also known as a Part I ticket) or a more formal Summons to Defendant requiring attendance at court (also known as a Part III ticket). These charges are ultimately disposed of by an independent and impartial judiciary presiding in the form of the POA Court. Pursuant to Part X of the POA and the Transfer Agreement, the POA Program receives fine revenue from Part I and Part III charges, provided that the fine revenue is not “dedicated” to some special purpose. Further detailed distinctions are possible, as indicated below:

- Charges laid by traditional police forces being local police services including the OPP: all fine revenues belong to the POA Program virtually without exception unless the charges are laid under federal *legislation* or under sundry municipal bylaws
- Charges laid by specialized police forces, such as the OPP contingent securing Casino Windsor: for the most part all fine revenues belong to the POA Program, unless charges are laid under federal *legislation* (for example by the CNR or CPR police under the *Railway Safety Act* of Canada)
- Charges laid by specialized agencies and most provincial ministries, for example the Ministry of Labour under the *Occupational Health and Safety Act*: for the most part all fine revenues belong to the POA Program, unless there is statutory dedication
- Charges laid by municipal inspectors and police officers under bylaws (e.g. licensing, zoning, noise, prohibited turns, parking, etc.) and local statutes (e.g. *Building Code Act*): the fine revenues belong to the charging municipality, with the POA Program receiving no compensation for services rendered and facilities made available, other than relatively insignificant court costs/fees
- Charges laid under federal enactments, or by certain provincial ministries or bodies in situations where the fines are statutorily “dedicated” to special purposes: the POA Program receives no fine revenue or other compensation for services rendered and facilities made available, other than relatively insignificant court costs/fees.

In 2016, the POA Program took in a total of 28,856 charging documents, for a monthly average intake of approximately 2,405 tickets. This was down 2.0% from the prior year and as previously noted the lowest volume levels in our history at POA. TABLE C-1 which follows below depicts the absolute charging volume and the percentage of total volume over a three year period, by enforcement agency.

NOTE: *The numbers and/or percentages of charges do not necessarily translate into more or less fine revenue generation. The quality of the charges is important along with the final resolution of the fines.*

TABLE C-1: ABSOLUTE CHARGING VOLUMES

Agency	2016 YTD	% of Total Volume	2015	% of Total Volume	2014	% of Total Volume	2013 YTD	% of Total Volume
Windsor Police	11,416	39.6%	11,556	39.3%	12,102	39.6%	13,909	37.5%
Ministry of Transportation	2,288	7.9%	3,018	10.3%	3,640	11.9%	3,731	10.0%
Amherstburg Police Force	3,357	11.6%	2,438	8.3%	1,837	6.0%	2,153	5.8%
Essex OPP	2,790	9.7%	2,292	7.8%	2,131	7.0%	2,676	7.2%
Tecumseh OPP	1,587	5.5%	1,729	5.9%	1,741	5.7%	2,570	6.9%
Leamington OPP	1,408	4.9%	1,567	5.3%	1,561	5.1%	2,125	5.7%
Lakeshore OPP	1,204	4.2%	1,397	4.7%	1,378	4.5%	2,860	7.7%
Essex Town OPP	792	2.7%	1,250	4.2%	1,292	4.2%	2,060	5.5%
Kingsville OPP	1,296	4.5%	1,184	4.0%	1,316	4.3%	1,531	4.1%
LaSalle Police	926	3.2%	1,034	3.5%	1,480	4.8%	1,159	3.1%
Essex Detachment Heat Unit	458	1.6%	541	1.8%	640	2.1%	456	1.2%
Canadian Pacific Rail Police	244	0.8%	302	1.0%	326	1.1%	830	2.2%
Ministry of Natural Resources	164	0.6%	218	0.7%	306	1.0%	293	0.8%
Windsor Fire Department	165	0.6%	142	0.5%	153	0.5%	67	0.2%
Casino OPP	103	0.4%	130	0.4%	130	0.4%	199	0.5%
Windsor Essex County Health Unit	45	0.2%	124	0.4%	46	0.2%	37	0.1%
Windsor Bylaw	166	0.6%	115	0.4%	106	0.3%	122	0.3%
Ministry of Finance	52	0.2%	103	0.3%	60	0.2%	67	0.2%
Ministry of Labour	146	0.5%	82	0.3%	60	0.2%	68	0.2%
Ministry of Environment	89	0.3%	66	0.2%	41	0.1%	86	0.2%
Miscellaneous	17	0.1%	29	0.1%	33	0.1%	27	0.1%
Ontario College of Trades	26	0.1%	28	0.1%	45	0.1%	3	0.0%
Lakeshore Fire	6	0.0%	18	0.1%	8	0.0%	2	0.0%
Humane Society – Windsor	25	0.1%	16	0.1%	31	0.1%	17	0.0%
Amherstburg Bylaw	14	0.0%	9	0.0%	13	0.0%	11	0.0%
Lakeshore Bylaw	4	0.0%	8	0.0%	4	0.0%	2	0.0%
Canadian Heritage Parks	18	0.1%	7	0.0%	0	0.0%	5	0.0%
Electrical Safety Authority	7	0.0%	5	0.0%	16	0.1%	20	0.1%
Kingsville Bylaw	0	0.0%	5	0.0%	0	0.0%	0	0.0%
Ontario Motor Vehicle Industry Coun	0	0.0%	4	0.0%	19	0.1%	21	0.1%
Tarion Warranty Corp	8	0.0%	4	0.0%	0	0.0%	0	0.0%
Kingsville Fire	0	0.0%	3	0.0%	0	0.0%	0	0.0%
Essex Bylaw	4	0.0%	3	0.0%	4	0.0%	1	0.0%
Essex Fire Department	5	0.0%	0	0.0%	0	0.0%	0	0.0%
Ministry of Municipal Affairs & Hous	0	0.0%	2	0.0%	3	0.0%	1	0.0%
Leamington Bylaw	0	0.0%	2	0.0%	1	0.0%	0	0.0%
Canadian National Rail Police	1	0.0%	0	0.0%	0	0.0%	0	0.0%
Ontario New Home Warranties	4	0.0%	0	0.0%	0	0.0%	2	0.0%
Leamington Fire	1	0.0%	2	0.0%	4	0.0%	2	0.0%
Workplace Safety & Insurance Board	3	0.0%	1	0.0%	0	0.0%	3	0.0%
Tecumseh Bylaw	0	0.0%	1	0.0%	0	0.0%	0	0.0%
Private Complaints	3	0.0%	0	0.0%	1	0.0%	7	0.0%
LaSalle Fire	3	0.0%	0	0.0%	9	0.0%	1	0.0%
Major Crime Squad	0	0.0%	0	0.0%	6	0.0%	12	0.0%
Ministry of Agriculture & Food	0	0.0%	0	0.0%	1	0.0%	0	0.0%
Childrens Aid Society	0	0.0%	0	0.0%	1	0.0%	0	0.0%
Probation Office - Windsor	2	0.0%	0	0.0%	0	0.0%	0	0.0%
Royal Canadian Mounted Police	9	0.0%	0	0.0%	1	0.0%	1	0.0%
TOTALS	28,856	100.0%	29,435	100.0%	30,546	100.0%	37,137	100.0%

EXTERNAL BENCHMARKING OF CASELOADS

When comparing the year over year charging volume (2016 vs. 2015) against a number of different municipalities sampled throughout Ontario, it is evident by TABLE C-2 below that the percentage variances fluctuated from municipality to municipality. Although Windsor experienced another year over year decline in charging volume of 2.0%, the percentage decline was significantly less the average for our MBNCanada comparators (-5.8%). It should also be noted that Windsor was below the Provincial average decline of -2.9%. Although the overall charging volumes continue to decline annually, it is apparent that this is a trend across the province.

TABLE C-2: CHARGING VOLUME COMPARATOR

Municipality	MBN Canada	2016	% Change '16 vs. '15	2015	% Change '15 vs. '14	2014
Windsor	Yes	28,856	-2.0%	29,435	-3.6%	30,546
Barrie	Yes	71,723	-5.1%	75,561	2.6%	73,654
Durham	Yes	64,376	0.1%	64,288	-5.4%	67,957
Hamilton	Yes	83,764	-2.7%	86,048	-10.6%	96,283
London	Yes	41,065	-12.9%	47,166	5.1%	44,889
Niagara	Yes	38,676	-19.4%	47,981	-10.2%	53,432
Ottawa	Yes	76,759	-7.2%	82,709	1.8%	81,240
Thunderbay	Yes	21,284	-11.5%	24,055	5.7%	22,754
Toronto	Yes	349,011	1.7%	343,174	7.9%	318,031
Waterloo	Yes	59,209	0.4%	58,950	15.2%	51,150
York	Yes	145,140	-5.8%	154,096	-1.8%	156,891
Brampton	No	66,328	-5.6%	70,227	-8.7%	76,915
Brantford	No	12,433	16.6%	10,665	-17.7%	12,960
Caledon	No	34,295	-10.3%	38,232	25.6%	30,443
Chatham	No	13,623	-30.0%	19,465	25.7%	15,488
Guelph	No	21,765	7.0%	20,346	-17.4%	24,629
Lambton	No	12,685	-8.3%	13,834	2.7%	13,470
Provincial	N/A	1,599,115	-2.9%	1,647,601	-0.4%	1,654,032

Other Operational Statistics

In addition to having accepted and dealt with the filings of almost 29,000 charges over the course of the year, the POA Program processed approximately:

- 9,075 Early Resolution meetings (Part I)
- 115 Appeals from convictions/acquittals/sentences (Parts I & III)
- 733 Re-opening applications of convictions in absentia (Parts I & III)
- 7,379 Applications to extend the time to pay fines (Parts I, II & III)

SECTION D - DEFAULTED POA FINES ENFORCEMENT

Under the Transfer Agreement with MAG, the responsibilities of the City include the collection and enforcement of POA fines for and on behalf of the Area. The POA Fines Enforcement area currently has 2 full-time employees.

Efforts to enforce these defaulted fines continue to be aggressive and at the same time very challenging. Enforcement constitutes a highly labour-intensive activity which consumes a lot of resources and time. There are a variety of enforcement tools that are readily available and frequently used by the collection staff in order to encourage payment and/or to legally enforce payment of defaulted fines. Some of these include:

- Selectively adding defaulted fines to the tax roll of sole property owners for collection pursuant to section 441.1 of the Municipal Act.
- Registering Certificates of Default with the civil court having monetary jurisdiction, thereby constituting deemed orders or judgments for enforcement purposes.
- Filing and maintaining wage garnishment proceedings where the employer has been identified and the offender's employment status has been verified.
- Use of Collection Agencies. In addition to skip tracing and making the usual contacts with debtors, our collection agencies have reported numerous defaulters to the major credit bureaus, thereby impairing the creditworthiness of the offenders.
- Filing and maintaining Writs of Seizure and Sale with sheriff's offices, thereby erecting judicial liens against present and future proprietary interests.
- Driver's Licence suspensions under various statutes and regulations
- Intercepting indemnity deposits with permit-issuing City departments, by redirecting the indemnity refunds to POA where the indemnitors have defaulted fines
- Exercise of prosecutorial discretion to encourage defendants presenting themselves with fresh charges, to finally honour monetary sentences previously imposed by the POA Court.

Although not frequently used due to operational challenges and privacy *legislation*, there are other enforcement tools that can be applied to ensure collection efforts are maximized:

- Examinations-in-Aid of Execution, whereby judgment debtors may be examined in depth as to their abilities and means to make good their monetary obligations including being compelled to fully disclose their assets, liabilities, sources of income, bank accounts, RRSP's etc.
- Contempt Hearings where debtors have refused or neglected to attend on examinations-in-aid.
- Garnishment proceedings whereby bank accounts, rentals from tenants, RRSP's etc. are attached as information and used for enforcement.
- Monitoring of death notices in the hopes of collecting from estates
- Encouraging revocation of CVOR certificates in liaison with the Ministry of Transportation, respecting businesses making use of commercial motor vehicles which operations perennially default on fines.

ACTIVE COLLECTION EFFORTS

In January of 2016, a significant change in direction and vision was undertaken. Recognizing the fact that the POA department has little to no control over charging volume, considerable efforts and resources were redirected towards implementing an active and aggressive collection model and procedures. These included an increased focus on adding fines to municipal taxes, garnishment of wages and the use of additional collection agencies to the operating mix. The results of these efforts are summarized in the following sub-sections below.

Municipal Tax Rolling

Under Section 441.1 of the Municipal Act, 2001, a local municipality is permitted to add any part of a fine for a commission of a provincial offence that is in default under section 69 of the Provincial Offences Act to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the fine. Accordingly, a Defaulted Fine can only be added if the offender in default is the sole owner of the property. The Defaulted Fine is collected in the same manner as municipal taxes at the request of a municipality.

Although Tax Rolling is not new and has been used in previous years, a revised collection process was initiated in early 2016 to take advantage of this inexpensive and effective collection method. The first step as part of our internal collection process is to review for property ownership. If the offender owns any property (as a sole owner), the fine is automatically added to the municipal tax roll. As can be noted by Table D-1 below, this change in process resulted in a year over year increase in tax roll revenue of 550% and a 410% increase in the number of new tax roll accounts added.

TABLE D-1: MUNICIPAL TAX ROLLING SUMMARY - YEAR OVER YEAR COMPARISON

Description	As of Dec 31/16	As of Dec 31/15	Inc./ (Dec.)	% Inc./ (Dec.)
Revenues Collected from Tax Rolling	\$ 93,263.81	\$ 14,360.50	\$ 78,903.31	549.4%
# of New Tax Roll Accounts Added	107	21	86	409.5%

At the Liaison Committee meeting held on September 27, 2016, the members unanimously approved “in principal” a formal Municipal Tax Roll Agreement along with Tax Roll Procedures. Each municipality then took the report back to their respective Council’s for final approval and signatures. These documents will continue to guide our collections efforts in future years.

Garnishment of Wages

The process of finding employment is one of the most challenging tasks due to the limited amount of information that is available to our staff. To make matters more difficult, in many cases, the offender's are either unemployed, working for cash, or on some other form of assistance which can't be garnished. However when employment is confirmed and the garnishment documents are in place, it becomes one of the most effective enforcement tools as it ensures a steady stream of income. Recognizing this significant advantage, changes were made to our internal collection process in early 2016 which included the expansion of our research capabilities and methods. It is evident by TABLE D-2 that these changes positively affected our financial performance in 2016.

TABLE D-2: WAGE GARNISHMENT SUMMARY - YEAR OVER YEAR COMPARISON

Description	As of Dec 31/16	As of Dec 31/15	Inc./ (Dec.)	% Inc./ (Dec.)
Revenues Collected from Garnishments	\$ 378,973	\$ 10,919	\$ 368,053	3370.7%
# of New Garnishments Issued	328	38	290	763.2%

As can be seen in the table above, the results were significant as the revenues collected increased by over 3300% and the number of new garnishments issued increased by 763%, year over year. Going forward, the Fine Enforcement Staff will continue to focus on wage garnishments with an emphasis on further expanding these efforts.

3rd Party Collections

Prior to 2016, the Windsor/Essex POA court office operated with only one collection agency (NCO Financials). Realizing the significant benefits of having multiple collection agencies competing against each other, in mid 2015, a Request for Proposal (RFP) was issued for additional 3rd Party collection agencies. The RFP resulted in the hiring of three new collection agencies (CBV, ARO and Gatestone), which went into effect on January 1, 2016. Table D-3 summarizes the year over year results.

TABLE D-3: THIRD PARTY COLLECTION SUMMARY - YEAR OVER YEAR COMPARISON

Description	As of Dec 31/16	As of Dec 31/15	Inc./ (Dec.)	% Inc./ (Dec.)
Revenues Collected from 3rd Party Agencies	\$830,655.66	\$ 743,850.52	\$86,805.14	11.7%
# of 3rd Party Accounts Outstanding	69,994	72,707	(2713)	-3.7%

The end result was a year over year increase in revenue of approximately \$87K which represented an 11.7% increase. It also had a positive effect on the number of outstanding fines in collections as it decreased by almost 4% (meaning more fines were collected in 2016). Going forward, we do not anticipate any further increases. Projections for 2017 are ranging anywhere between the 2015 and 2016 annual levels.

OUTSTANDING POA FINES

Regardless of how effective the active collection efforts are, there still remains a significant number of outstanding fines. As of December 31, 2016, there were approximately 69,766 records of unpaid fines for a total outstanding amount of \$42,114,458. This represents over 33,000 unique individuals and organizations in default (See Table D-3 and D-4 for further details). The \$42M in outstanding fines is not just a Windsor specific issue; it's a province wide epidemic. In 2011, the Ontario Association of Police Board Services issued a White paper entitled, *Provincial Offences Act – Unpaid Fines A \$Billion Problem*, which clearly identifies the ballooning crisis and stresses the importance of affirmative action. The purpose of the paper was to seek the assistance of the Government of Ontario to institute stronger and meaningful collection sanctions for fine defaulters. Although the Province has passed some *legislation* to improve collection efforts, there is still a long ways to go.

TABLE D-4: Number of Unpaid Fines

	2016		2015	
	#	% Chg	#	% Chg
Pre-Transfer	30,986	-2.0%	31,604	-1.3%
Post-Transfer	38,780	0.6%	38,543	-1.1%
Total	69,766	-0.5%	70,147	-1.2%

TABLE D-5: Dollar Value of Unpaid Fines

	\$ Value of Fines			
	2016		2015	
	\$	% Chg	\$	% Chg
Pre-Transfer	\$ 5,831,898	-2.3%	\$ 5,971,490	-3.8%
Post-Transfer	36,282,560	0.0%	36,281,155	-0.8%
Total	\$ 42,114,458	-0.3%	\$ 42,252,645	-1.2%

Many of these older fines (i.e. pre-transfer) have been 'scrubbed' multiple times and all reasonable and appropriate measures to collect these unpaid defaulted fines have been made. Therefore, it is prudent that a write-off policy be developed in order to address these efforts. POA administration will be looking to adopt a write off policy in late 2017 or early 2018, which will be vetted through the Liaison Committee first and subsequently submitted to Windsor City Council for final approval. **It's important to note that a write-off policy refers to the cessation of active fine collections and is done for accounting purposes only. It does not absolve a convicted offender from the requirement to pay a fine, as debts to the Crown are owed in perpetuity and are never forgiven.**

POA municipalities throughout Ontario have been pressuring the Liberal government to pass *legislation* to provide them with additional enforcement tools. One change being proposed in the spring of 2017 relates to Bill 31, Making Ontario's Roads Safer Act. Offenders who have not paid fines for driving-based offences, such as speeding and careless driving, won't be able to get or renew their plates. This additional enforcement tool will help POA municipalities increase their collection efforts.

SECTION E - FINANCIAL RESULTS

The negotiated financial arrangement underpinning the POA Program is in essence a partnership, under which the participating municipalities annually share approximately \$1.636 million of net revenue or “profit”. The City as the managing partner, front-ends the operation and collects and enforces the monetary fines imposed by the POA Court. From the total revenue derived, all operating costs pertaining to the POA Program are deducted. These costs include such things as staff salaries, Windsor Police court security, facility rent and maintenance, office equipment and supplies, Victim Fine Surcharge remittances, and the adjudication expenses associated with running courtroom proceedings. The net revenue is then shared amongst the signatories to the ISA in proportion to their respective weighted assessments (See SECTION F for more details). In 2016, the net profit was allocated as follows:

County Contribution	48.16%
Pelee Contribution	0.29%
<u>City of Windsor Contribution</u>	<u>51.54%</u>
TOTAL	100.00%

In an extremely challenging economic environment and recognizing that fine imposition amounts have not been indexed for inflation, the POA Program still endures a successful self-funding model, delivering a net positive revenue budget which benefits all of our local taxpayers. Each benefiting municipality is free to allocate its respective portion to such municipal purposes as deemed appropriate by the elected council thereof.

TABLE E-1 depicts the POA Program’s operating results for the reporting year, specifically detailing out every operating expense and revenue account. The Provincial Offences program ended the year with a net operating profit of \$1,993,982, which is 6% higher than 2015 net operating profit of \$1,878,701. When comparing this to the 2016 annual budget of \$1,636,731, the department ended the year with a positive variance of \$357,251 or 21.8%.

In addition, TABLE E-2 provides a high level five year financial summary which can be used for internal benchmarking and comparative purposes.

TABLE E-1: 2016 POA Financial Results - As of December 31, 2016

Acct. #	Account Description	Account Description	2016 Budget A	2016 Actuals B	Surplus/ (Deficit) C = A - B
REVENUES					
6485	Bylaw Fines - Courts	Provincial Fines	\$ 5,990,000	\$ 6,247,203	\$ 257,203
6485	Bylaw Fines - Courts	Bylaw Fines	22,593	48,988	26,395
6485	Bylaw Fines - Courts	Transcript Revenue	10,000	17,740	7,740
6650	User Fee	STD - Provincial Offences	-	141	141
TOTAL REVENUES			\$ 6,022,593	\$ 6,314,072	\$ 291,479
EXPENSES					
Total Salary & Benefits			\$ 1,674,764	\$ 1,598,789	\$ 75,975
Materials & Services					
2145	Housekeeping Supplies	STD - Provincial Offences	\$ 3,420	\$ 2,713	\$ 707
3176	Facility Operations - Internal	Caretaking	52,080	52,626	(546)
2215	Bldg. Maintenance Services	STD - Provincial Offences	5,000	1,850	3,150
2920	Legal Services	STD - Provincial Offences	5,000	2,008	2,992
2950	Other Professional - External	STD - Provincial Offences	15,420	14,994	426
2950	Other Professional - External	Security Services - Internal	259,960	259,960	-
2950	Other Professional - External	Security Services - External	8,000	7,617	383
2995	Other Purchased Services	Language Line	15,000	8,555	6,445
Total Materials & Services			\$ 363,880	\$ 350,323	\$ 13,557
Administrative Overhead					
2010	Office Supplies	STD - Provincial Offences	\$ 18,000	\$ 10,656	\$ 7,344
2020	Postage & Courier	STD - Provincial Offences	28,500	26,765	1,735
2070	Outside Printing	STD - Provincial Offences	20,000	5,958	14,042
2085	Publications	STD - Provincial Offences	9,000	11,271	(2,271)
2610	Travel Expense	STD - Provincial Offences	2,000	2,617	(617)
2620	Car Allowance	STD - Provincial Offences	3,400	2,102	1,298
2710	Telephone Equipment - General	STD - Provincial Offences	9,660	8,392	1,268
2711	Cell Phones	STD - Provincial Offences	950	553	397
2914	Non Occ Medical	STD - Provincial Offences	-	150	(150)
2917	Ergonomic Assessments	STD - Provincial Offences	-	61	(61)
2990	Business Meeting Expense	STD - Provincial Offences	-	176	(176)
3120	Rental Expense - External	STD - Provincial Offences	4,000	1,410	2,591
3175	Facility Rental - External	STD - Provincial Offences	312,520	318,742	(6,222)
3210	Building Insurance	STD - Provincial Offences	1,706	1,706	-
3230	Liability Insurance	STD - Provincial Offences	638	638	-
4020	Membership Fees & Dues	STD - Provincial Offences	8,900	7,633	1,267
4050	Training Courses	STD - Provincial Offences	5,000	368	4,632
4155	Registrations & Conferences	STD - Provincial Offences	2,500	2,006	494
4520	Cashiers' Short & Over	STD - Provincial Offences	-	(30)	30
4540	Bank Charges	STD - Provincial Offences	59,500	57,520	1,980
4560	Collection Charges	STD - Provincial Offences	130,900	203,653	(72,753)
5125	Computers - PCs	STD - Provincial Offences	9,950	5,212	4,738
5126	Computer Software	STD - Provincial Offences	-	55	(55)
2925	Computer Maintenance	STD - Provincial Offences	20,560	18,480	2,080
2927	Computer & SW Maint-External	STD - Provincial Offences	4,000	6,463	(2,463)
3180	Computer Rental - Internal	STD - Provincial Offences	12,800	12,800	-
5130	Office Furniture & Equipment	STD - Provincial Offences	5,000	5,886	(886)
Total Administrative Overhead			\$ 669,484	\$ 711,243	\$ (41,759)

TABLE E-1: Continued

Acct. #	Account Description	Account Description	2016 Budget A	2016 Actuals B	Surplus/ (Deficit) C = A - B
Provincial Charges					
2950	Other Professional - External	ICON Fees	\$ 65,521	\$ 56,269	\$ 9,252
2950	Other Professional - External	Adjudication Services	415,362	351,834	63,528
2950	Other Professional - External	Prosecution Fees	37,999	50,162	(12,163)
2950	Other Professional - External	Quality Assurance	45,748	44,350	1,398
2950	Other Professional - External	Victim Fines	1,048,104	1,109,025	(60,921)
2950	Other Professional - External	Dedicated Fines	65,000	48,096	16,904
Total Provincial Charges			\$ 1,677,734	\$ 1,659,736	\$ 17,998
TOTAL EXPENSES (BEFORE COST SHARING)			\$ 4,385,862	\$ 4,320,090	\$ 65,772
Total Net Operating Revenue			\$ 1,636,731	\$ 1,993,982	\$ 357,251

RECONCILIATION					
Cost Sharing Payments					
4295	County Contribution (48.16%)	STD - Provincial Offences	\$ 787,351	\$ 960,341	\$ 172,990
4295	Pelee Contribution (0.29%)	STD - Provincial Offences	4,812	5,869	1,057
Total Cost Sharing Payments			\$ 792,163	\$ 966,210	\$ 174,047
Balance to City of Windsor (51.54%)			\$ 844,568	\$ 1,027,771	\$ 183,203
Total Net Operating Revenue			\$ 1,636,731	\$ 1,993,982	\$ 357,251

TABLE E-2: ANNUAL FINANCIAL RESULTS - 5 YEAR SUMMARY

Description	2016 Actuals (\$)	2015 Actuals (\$)	2014 Actuals (\$)	2013 Actuals (\$)	2012 Actuals (\$)
Revenue:					
Court Fines	\$ 6,264,943	\$ 5,925,542	\$ 5,518,821	\$ 6,248,765	\$ 6,781,112
User Fees	141	528	900	14,193	14,103
By-Law Fines	48,988	-	-	-	-
Trfs from Reserve	-	-	33,315	-	-
Recovery of Internal Staff	-	20,089	79,522	-	-
TOTAL REVENUE	\$ 6,314,072	\$ 5,946,160	\$ 5,632,558	\$ 6,262,958	\$ 6,795,215
% Inc./ (Dec.) YOY	6.19%	5.57%	-10.07%	-7.83%	-1.53%
Expenditures:					
Salaries & Wages	1,598,789	1,642,847	1,722,345	1,825,963	2,010,637
Administrative Overhead	392,501	333,210	263,887	359,561	401,816
Materials & Services	350,323	350,984	363,477	327,320	322,725
Provincial Charges	1,659,736	1,414,710	1,444,759	1,554,165	1,669,429
Facility Rental	318,742	325,708	298,037	310,013	310,073
TOTAL EXPENDITURES	\$ 4,320,090	\$ 4,067,459	\$ 4,092,505	\$ 4,377,022	\$ 4,714,680
NET SURPLUS	\$ 1,993,982	\$ 1,878,701	\$ 1,540,053	\$ 1,885,936	\$ 2,080,535
% Inc./ (Dec.) YOY	6.14%	21.99%	-18.34%	-9.35%	-18.11%

Since the local POA Transfer date of March 5, 2001 through to the end of the subject reporting year, this Area's POA Program has realized a total combined net revenue of \$42,477,459. The calculation is broken down by year by municipal partner in TABLE E-3 below:

TABLE E-3: CUMULATIVE ANNUAL NET REVENUE DISTRIBUTIONS (\$'000's)

Year	Amher.	Essex	Kings.	Lake.	LaSalle	Leam.	Tec.	Pelee	Wind.	Total
1999	164.7	135.9	141.8	263.4	195.2	184.8	267.5	7.4	2,115.6	3,476.3
2000	182.8	150.8	157.4	292.3	216.7	205.1	296.9	8.2	2,348.0	3,858.2
2001	155.3	128.9	134.3	241.6	182.5	172.1	242.3	7.5	1,898.8	3,163.3
2002	124.8	103.5	108.9	199.0	152.4	138.3	194.0	6.0	1,523.8	2,550.7
2003	120.6	100.3	107.4	199.2	147.3	135.1	180.5	6.3	1,447.4	2,444.1
2004	96.0	79.8	86.0	168.1	123.9	106.8	148.3	5.3	1,134.3	1,948.5
2005	124.3	103.0	112.7	226.4	162.0	139.4	190.0	7.0	1,467.5	2,532.2
2006	114.0	94.5	105.2	214.8	151.5	127.4	172.1	7.1	1,342.0	2,328.6
2007	99.3	82.9	92.8	189.8	133.6	111.8	149.4	6.2	1,159.2	2,025.1
2008	95.9	80.3	90.5	187.8	130.2	109.2	143.6	6.0	1,112.0	1,955.6
2009	98.8	81.7	94.4	193.0	129.3	113.2	144.6	6.0	1,047.7	1,908.8
2010	124.7	102.3	119.3	243.7	161.2	141.8	178.7	7.6	1,286.9	2,366.1
2011	135.4	110.4	130.9	267.3	174.5	152.7	191.5	8.3	1,369.9	2,540.7
2012	111.8	90.2	108.6	221.5	143.4	126.4	154.6	6.9	1,117.2	2,080.5
2013	104.2	84.3	101.9	134.4	203.3	115.9	138.2	5.7	997.9	1,885.9
2014	85.4	70.0	84.7	169.1	111.6	94.8	112.4	4.4	807.7	1,540.1
2015	105.5	85.7	105.8	210.4	138.9	113.4	138.0	5.6	975.4	1,878.7
2016	112.4	91.3	114.5	226.0	150.1	120.4	145.7	5.9	1,027.8	1,994.0
Total	2,156	1,776	1,997	3,848	2,808	2,408	3,188	117	24,179	42,477

There are a number of factors that must always be taken into consideration when reviewing the financial results for any fiscal year, as well as when projecting potential results for subsequent reporting periods:

- As law enforcement activities decline so do current fine revenues. This has been a consistent trend not just in Windsor but also in the province over the past five years. Although the POA Program has other sources of revenue (notably aggressive enforcement efforts targeting old or defaulted fines) the bulk of receipts is highly dependent upon the number, type and quality of newly charges laid, as well as the attendance of trained officers at trials in disputed cases
- Another significant and uncontrollable external revenue factor is the number of fines imposed by an independent and impartial judiciary in the exercise of their discretionary sentencing functions, in the event of the entering of conviction
- The POA Program is highly vulnerable to certain uncontrollable external expenses, notably the provincial charges for Victim Fines Surcharges, adjudication and those for Part III prosecutions, both of which payments are mandated by the Transfer Agreement

SECTION F - REVENUE DISTRIBUTION DETAILS

In accordance with the approved weighted assessment formula for 2016, distributions of net operating results over the course of the subject reporting year were effected as indicated in the detailed tabulation set forth in TABLE F-1 below:

TABLE F-1: 2016 NET REVENUE DISTRIBUTION SUMMARY

Weighted Assessment (\$)	(%)	% of County	2016 Budget	2016 Actuals	Surplus/ (Deficit)
Net County & Pelee Revenue			\$ 792,163.00	\$ 966,210.44	\$ 174,047.44
Net City of Windsor Revenue			\$ 844,568.00	\$ 1,027,771.34	\$ 183,203.34
TOTAL			\$ 1,636,731.00	\$ 1,993,981.78	\$ 357,250.78
<u>Allocation/Payment Summary</u>					
Amherstburg	2,158,707,216	11.70%	\$ 92,143.30	\$ 112,388.26	\$ 20,244.96
Essex	1,753,078,731	9.50%	74,829.26	91,270.12	16,440.86
Kingsville	2,199,072,329	11.92%	93,866.27	114,489.78	20,623.51
LaSalle	2,882,695,869	15.63%	123,046.38	150,081.11	27,034.72
Lakeshore	4,340,579,170	23.53%	185,275.38	225,982.54	40,707.16
Leamington	2,312,287,057	12.54%	98,698.78	120,384.05	21,685.27
Tecumseh	2,799,421,216	15.18%	119,491.85	145,745.60	26,253.75
Total County	18,445,841,588	48.16% 100.00%	\$ 787,351.22	\$ 960,341.45	\$ 172,990.23
Pelee	112,729,076	0.29%	\$ 4,811.78	\$ 5,868.99	\$ 1,057.20
Windsor	19,741,007,152	51.54%	\$ 844,568.00	\$ 1,027,771.34	\$ 183,203.34
TOTAL	38,299,577,816	100.0%	\$ 1,636,731.00	\$ 1,993,981.78	\$ 357,250.78

Details of the quarterly payments are itemized below:

Quarter	Cheque Issuance Date	\$ Amount - County	\$ Amount - Pelee
Q1	May 12, 2016	\$332,865.50	\$2,060.53
Q2	August 19, 2016	\$433,327.54	\$2,621.95
Q3	November 21, 2016	\$196,988.87	\$1,203.87
Q4*	N/A	(\$2,840.46)	(\$17.36)
TOTAL		\$960,341.45	\$5,868.99

* Due to the timing of cash flows (revenue and expenses), a minor overpayment situation occurred in Q4. A receivable was set up in 2016 and this amount will be offset against the Q1 2017 payment to recognize the overpayment.

APPENDIX A – GLOSSARY OF TERMS

Area ~ Windsor/Essex Court Service Area, which encompasses the geographic territory of the City of Windsor, Essex County and Pelee Island

Bill 108 ~ amending *legislation* to the Provincial Offences Act which in 1998 added Part X thereto, enabling the transfer of administration of justice functions to the municipal sector

City ~ The Corporation of the City of Windsor, a separated municipality continued as such under the Municipal Act, 2001

Council ~ the elected City of Windsor Municipal Council

CAMS ~ A Collection Agency Management System installed in 2014 used to track, record and document newly issued as well as defaulted fines.

Early Resolution ~ used to be known as First Attendance early resolution, slated for implementation in 2012. While taking a more formalistic approach, provision is made for convictions of those defendants who fail to appear for their meetings with the prosecutor

ICON ~ Integrated Courts Offences Network, being the provincial mainframe application used and relied upon by administration of justice staff in relation to all aspects of POA matters

ISA ~ the Intermunicipal Service Agreement underpinning the local POA Court operations for Windsor/Essex, entered into amongst the City and the other 9 municipalities together constituting the Area

Liaison Committee ~ the Windsor/Essex Court Service Area Liaison Committee erected pursuant to the ISA, being an advisory administrative body

LSA ~ Local Side Agreement, being one of the 2 contracts together constituting the Transfer Agreement

MAG ~ the Ministry of the Attorney General for the Province of Ontario

MOU ~ Memorandum of Understanding, being one of the 2 contracts comprising the Transfer Agreement

NCO ~ NCO Financial Services, Inc., one of the registered Canadian collection agencies who have been retained since 2006 to assist the POA Program in the collection of defaulted fines owed by Canadian residents

OMBI ~ The Ontario Municipal Benchmarking Initiative (OMBI) is a groundbreaking initiative collecting data for more than 850 measures across thirty-seven (37) municipal service areas

Part I ~ that portion of the POA dealing with ticketing procedures for non-parking matters

Part II ~ that portion of the POA dealing with ticketing procedures for parking matters

Part III ~ that portion of the POA dealing with the issuance of summonses for persons to attend POA Court in order to be arraigned on Informations and thereafter to be dealt with by a Justice of the Peace. There are no provisions for out-of-court payments nor for failure-to-respond convictions

POA ~ Provincial Offences Act of Ontario

POA Court ~ referring to that judicial complement of the Ontario Court of Justice, composed primarily of Justices of the Peace, whose duties include dealing with POA matters

POA Office ~ the premises where the City executes the POA administration of justice functions

POA Program ~ the City's operational structure for the delivery of POA administration of justice functions

POA Transfer ~ the transfer by the province to the City of POA administration of justice functions

Serviced Municipalities ~ those 9 signatories to the ISA for which the City is the service provider pursuant to the POA Transfer, consisting of Leamington, LaSalle, Tecumseh, Essex Town, Kingsville, Pelee, Amherstburg, Lakeshore and Essex County

Transfer Agreement ~ contractual arrangement between the City and MAG where the City became the local service provider for transferred administration of justice functions, composed of the MOU and the LSA

Victim Fine Surcharge ~ all fines levied under Part I and Part III of the POA are statutorily bumped-up by this surcharge. Where the base fine does not exceed \$1,000, the surcharge amount is applied in stepped amounts ranging from \$10 to \$125; fines over \$1,000 have a flat 25% surcharge added. All surcharge amounts are remitted without deduction to the province for appropriate application as determined by senior government



**REGULAR MEETING OF COUNCIL
MINUTES**

**Monday, April 24, 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 P. Van Mierlo-West, CAO
Administration A. Plancke, Director of Municipal Services
 J. Astrologo, Director of Corporate Services
 S. Kitchen, Deputy Clerk-Council Services

A. CALL TO ORDER

Mayor Santos called the Regular Meeting to order at 7:00 p.m.

B. MOMENT OF SILENCE AND REFLECTION

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

C. PLAYING OF NATIONAL ANTHEM

D. DISCLOSURE OF PECUNIARY INTEREST

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

E. AMENDMENTS TO THE AGENDA

Councillor Neufeld added one Announcement.

F. ADOPTION OF ACCOUNTS

None.

G. STAFF REPORTS

1. Aerial Truck Replacement

327-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

Council approve the purchase of the 2003 E-One 95' Platform from Brindlee Mountain Fire Apparatus LLC for the purchase price of approximately \$415,400.00 CAD (\$310,000.00 USD) with the associated costs totaling approximately \$436,519.19 CAD.

CARRIED

2. Drainage Works at New Designs

Director Plancke presented the Report update.

328-2017

Moved by Councillor Sandy McIntyre

Seconded by Councillor Thomas Neufeld

Council receive Report of Shaun Martinho, RE: Drainage Works at New Designs, dated April 18, 2017 for information.

CARRIED

3. 2017 Cat Spay and Neuter Voucher Program

Director Astrologo presented the Report.

329-2017

Moved by Councillor Larry Patterson

Seconded by Councillor Sandy McIntyre

That Council receive the report of J. Alexander, Deputy Clerk-Administrative Services, regarding the 2017 Cat Spay and Neuter Voucher Program, dated March 23, 2017 for information.

CARRIED

4. CAO Quarterly Report

330-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

That Council receive the CAO Quarterly Report for the first quarter of 2017 for information.

CARRIED

H. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

1. Leamington District Memorial Hospital Foundation Golf Tournament

331-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Sandy McIntyre

Council authorize the sponsoring of a hole for the Leamington District Memorial Hospital Foundation Golf Tournament in the amount of \$300.00, scheduled for June 7, 2017.

CARRIED

**2. Minister Responsible for Seniors Affairs, dated April 2017 RE:
33rd Anniversary of Seniors' Month in Ontario**

332-2017

Moved by Councillor Larry Patterson

Seconded by Councillor Thomas Neufeld

WHEREAS Seniors' Month is an annual province-wide celebration;

AND WHEREAS seniors have contributed and continue to contribute immensely to the life and vibrancy of this community;

AND WHEREAS seniors continue to serve as leaders, mentors, volunteers and important and active members of this community;

AND WHEREAS their contributions past and present warrant appreciation and recognition and their stories deserve to be told;

AND WHEREAS the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community;

AND WHEREAS the knowledge and experience seniors pass on to us continues to benefit all;

THEREFORE BE IT RESOLVED that Council of The Corporation of the Town of Kingsville proclaims June 1 to 30, 2017 Seniors' Month in the Town of Kingsville and encourages all citizens to recognize and celebrate the accomplishments of our seniors.

CARRIED

3. Appointment to Communities in Bloom Committee--Janet Dupuis

333-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Larry Patterson

Council confirm the appointment of Janet Dupuis to the Communities in Bloom Committee for the balance of the Committee Term

CARRIED

I. MINUTES OF THE PREVIOUS COUNCIL

1. Regular Meeting of Council - April 10, 2017

334-2017

Moved by Councillor Sandy McIntyre

Seconded by Councillor Larry Patterson

Council adopt Regular Meeting of Council Minutes dated April 10, 2017

CARRIED

J. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. Heritage Advisory Committee Meeting--March 8, 2017

335-2017

Moved by Councillor Tony Gaffan

Seconded by Councillor Thomas Neufeld

Council receive Heritage Advisory Committee Meeting Minutes dated, March 8, 2017.

CARRIED

2. Kingsville BIA--March 7, 2017

336-2017

Moved by Councillor Tony Gaffan

Seconded by Councillor Sandy McIntyre

Council receive Kingsville BIA Meeting Minutes dated, March 7, 2017.

CARRIED

K. BUSINESS CORRESPONDENCE-INFORMATIONAL

- 1. The Town of Tecumseh, Correspondence to the Minister of Public Safety and Emergency Preparedness, dated April 12, 2017 RE: Canadian Boaters and Paddlers**
- 2. The City of Kawartha Lakes, dated April 10, 2017 RE: Certified Crop Advisors**
- 3. Ministry of Citizenship and Immigration, dated April 2017 RE: Call for Nominations for the Champion of Diversity Award**
- 4. Forests Ontario, dated March 30, 2017 RE: The Heritage Tree Program, Ontario's Green Leaf Challenge, and the 50 Million Tree Program**
- 5. Municipality of Dutton Dunwich Resolution supporting Private Member's Bill of Sam Oosterhoff, MPP for Niagara-West Glanbrook**
- 6. Township of Perth East, dated April 13, 2017 RE: Proposed Changes to Building Code B-08-09-03**
- 7. Municipality of Port Hope, Correspondence dated April 4, 2017 RE: Resolution calling on the province to ban incinerators**

337-2017

Moved by Councillor Thomas Neufeld
Seconded by Deputy Mayor Gord Queen

Council receive Business Correspondence Items 1 to 7 as presented.

CARRIED

L. NOTICES OF MOTION

- 1. Deputy Mayor Queen may move or cause to have moved that Staff review the signage in respect to Road 8 West.**

338-2017

Moved by Deputy Mayor Gord Queen
Seconded by Councillor Tony Gaffan

Council direct that Administration review signage in respect to Road 8 West to determine whether the signage correctly identifies the name of the road.

CARRIED

M. UNFINISHED BUSINESS, ANNOUNCEMENT, AND UPDATES

Councillor Neufeld thanked members of Communities in Bloom, Friends of Wigle Creek and Friends of Mill Creek who, on Earth Day, did a clean sweep of Kingsville downtown core, Cottam and Ruthven. He thanked all participants for volunteering their time and efforts.

Mayor Santos stated that this week is National Volunteer Week. He thanked Communities in Bloom members for helping to beautify our community and also all organizations, committee members, and volunteers across our community for their efforts. Everyone is providing valuable input. A volunteer appreciation night will be hosted in the future.

N. BYLAWS

- 1. By-law 46-2017**

339-2017

Moved by Deputy Mayor Gord Queen
Seconded by Councillor Larry Patterson

Council read By-law 46-2017 being a by-law to provide for the collection of costs incurred for drainage works completed for numerous drains all in the Town of Kingsville a first, second and third and final time.

CARRIED

2. By-law 47-2017

340-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

Council read By-law 47-2017, being a by-law under the Municipal Act, 2001, Part 8, Section 408; to authorize the issue of three series of debentures to consolidate the financing of construction and/or maintenance of numerous drains all in the Town of Kingsville, a first, second and third and final time.

CARRIED

3. By-law 48-2017

341-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Sandy McIntyre

Council read By-law 48-2017, being a By-law to Amend By-law 101-2004, as amended, and to appoint Inspectors under the Building Code Act, 1992 S.O. 1992, c. 23, a first, second and third and final time.

CARRIED

4. By-law 49-2017

342-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

Council read By-law 49-2017, being a By-law to appoint a Fire Chief for The Corporation of the Town of Kingsville a first, second and third and final time.

CARRIED

5. By-law 50-2017

343-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

Council read By-law 50-2017, being a By-law to amend By-law 1-2015, being a By-law to appoint certain members of Council and individuals to boards and committees, a first second and third and final time.

CARRIED

6. By-law 51-2017

344-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Sandy McIntyre

Council read By-law 51-2017, being a By-law to designate and dedicate a portion of Block "A", Plan M-12, more particularly described as Part 2, 12R-21762 (being a one-foot reserve), Town of Kingsville, County of Essex (formerly in the Township of Gosfield South, in the said County) as part of Kenyon Point Road, a first, second and third and final time.

CARRIED

7. By-law 52-2017

345-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

Council read By-law 52-2017, being a By-law authorizing the entering into of an Agreement with Cedar Creek Landscaping for grass cutting and trimming for various properties in the Town of Kingsville, a first, second and third and final time.

CARRIED

8. By-law 53-2017

346-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Larry Patterson

Council read By-law 53-2017, being a By-law to authorize vote by mail and the use of optical scanning vote tabulators for municipal elections in the Town of Kingsville a first, second and third and final time.

CARRIED

O. CONFIRMATORY BY-LAW

1. By-law 54-2017

347-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

Council read By-law 54-2017, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its April 24, 2017 Regular Meeting a first, second and third and final time.

CARRIED

P. ADJOURNMENT

348-2017

Moved by Councillor Sandy McIntyre

Seconded by Councillor Thomas Neufeld

Council adjourn this Regular Meeting at 7:44 p.m.

CARRIED

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



**SPECIAL MEETING OF COUNCIL
MINUTES**

Saturday, April 29, 2017

9:00 AM

Pelee Island Winery Banquet Hall

455 Seacliff Drive

Kingsville, ON N9Y 2K5

Members of Council	Mayor Nelson Santos Councillor Tony Gaffan Councillor Thomas Neufeld Councillor Susanne Coghill Councillor Larry Patterson Deputy Mayor Gord Queen
Absent	Councillor Sandy McIntyre
Members of Administration	P. Van Mierlo-West, CAO A. Plancke, Director of Municipal Services T. Del Greco, Manager of Municipal Facilities and Property M. Durocher, Parks & Recreation Program Manager R. Brown, Manager of Planning & Development Services P. Valore, Chief Building Official J. Astrologo, Director of Corporate Services S. Kitchen, Deputy Clerk-Council Services S. Zwiers, Director of Financial Services R. McLeod, Manager of Financial Services

A. CALL TO ORDER

Mayor Santos called the Regular Meeting to order at 9:04 a.m.

B. DISCLOSURE OF PECUNIARY INTEREST

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

C. PRESENTATIONS/DELEGATIONS

1. Presentation and Workshop from Amberley-Gavel

Nigel Bellchamber and Fred Dean gave a presentation to Council.

A recess was called to break for lunch at 12:50 p.m.

The meeting reconvened at 1:21 p.m.

D. BUSINESS

1. Marina

2. Strategic Plan

3. Arts and Culture in Kingsville

E. CONFIRMATORY BY-LAW

1. By-law 55-2017

349-2017

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Susanne Coghill

Council read By-law 55-2017, being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its April 29, 2017 Special Meeting a first, second and third and final time.

CARRIED

F. ADJOURNMENT

350-2017

Moved by Councillor Tony Gaffan

Seconded by Councillor Susanne Coghill

That Council adjourn this Special Meeting at 3:44 p.m.

CARRIED

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



COURT OF REVISION

MINUTES

Monday, April 10, 2017

6:45 PM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

Members of Council Mayor Nelson Santos
 Councillor Thomas Neufeld
 Councillor Susanne Coghill
 Councillor Larry Patterson
 Deputy Mayor Gord Queen

Members of P. Van Mierlo-West, CAO
Administration K. Vegh, Drainage Supervisor
 J. Astrologo, Director of Corporate Services
 J. Alexander, Deputy Clerk - Administrative Services

A. OPENING COURT OF REVISION

Mayor Santos called the Court of Revision to order at 6:49 p.m.

B. DISCLOSURE OF PECUNIARY INTEREST

Mayor Santos reminded the members 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. ORDER OF APPEALS OF ASSESSMENTS

1. 2nd Concession Branch of the Esseltine Drain - Bridge for Bert Mucci

K. Vegh, Drainage Superintendent and L. Zarlenga, P. Eng. (RC Spencer Associates Inc., Consulting Engineers; File no. 16-568)

- I) Notice of Sitting of Court of Revision, dated March 16, 2017
- ii) Drainage Report including Schedules of Assessment for Construction and Maintenance
- iii) Excerpt from the Regular Meeting of Council, dated March 13, 2017 (Report Consideration)
- iv) By-law 28-2017, provisionally adopted on March 13, 2017
- v) Notice of Objection and Appeal to the Clerk of the Town of Kingsville from Neil and Tracy Reimer, dated March 31, 2017
- vi) Correspondence to the Clerk of the Town of Kingsville from Michael Del Ciano dated March 31, 2017
- vii) Email correspondence from Engineer Zarlenga, dated April 3, 2017 in response to Mr. Del Ciano.

1. Comments from Property Owners

There were no comments from the audience.

2. Comments from Engineer

Engineer Zarlenga commented on the applicable provision s.97 of the Drainage Act pertaining to Mr. and Mrs. Reimer's correspondence regarding the unfair estimate. He explained that the existing 1976 Engineer's Report outlines that the fee estimate Schedule is in effect until the new Schedule is approved. The 1976 schedule would actually require the property owners to pay more than what the proposed schedule contemplates.

Mr. Zarlenga indicated that he has addressed and responded to Mr. Del Ciano's concerns and Mr. Del Ciano was satisfied with the response.

CR4-2017

Moved by Councillor Susanne Coghill

Seconded by Councillor Larry Patterson

To receive correspondence from Neil and Tracy Reimer, dated March 31, 2017 and to receive correspondence from Michael Del Ciano, dated March 31, 2017.

CARRIED

CR5-2017

Moved by Councillor Larry Patterson
Seconded by Deputy Mayor Gord Queen

That the Schedule of Assessment for the construction of a bridge over the 2nd Concession Branch of the Esseltine Drain (Owner: Mucci Farms 290-38700; RC Spencer Associates Inc. File No. 16-568) in the Town of Kingsville, in the County of Essex be confirmed.

CARRIED

D. CLOSE COURT OF REVISION

CR6-2017

Moved by Councillor Susanne Coghill
Seconded by Councillor Thomas Neufeld

That the Court of Revision to provide for a bridge over the 2nd Concession Branch of the Esseltine Drain; Owner: Mucci Farms Ltd. (290-38700) in accordance with Provisional By-law 28-2017, in the Town of Kingsville, in the County of Essex, be closed.

CARRIED

E. ADJOURNMENT

The Court of Revision adjourned at 6:56pm.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



April 27th, 2017

The Honourable Kathleen Wynne, M.P.P., Premier of Ontario
Legislative Building
Queen's Park
Toronto, Ontario M7A 1A1

Dear Ms. Wynne:

Re: Request for Provincial Support: Opioid Strategy

At the regular session of Lanark County Council held on April 26th, 2017, the Council of the Corporation of the County of Lanark adopted the following resolution seeking provincial support in relation to the opioid crisis:

MOTION #CC-2017-67

WHEREAS, communities across the province and country are responding to the escalating risk of opioid overdoses and deaths;

AND WHEREAS, Ontario alone has witnessed 13 years of increasing deaths due to opioid overdoses, to the point that deaths related to such overdoses are now double those from motor vehicle collisions (*excerpt from Prescription for Life www.drugstrategy.com*);

AND WHEREAS, according to the Regional Supervising Coroner East Region, Leeds, Grenville and Lanark (LGL), our region is not immune to the opioid problem, as there were 24 opioid related deaths between 2010 and 2014, as well as 7 suspected opioid-related deaths in the region in the past 12 months, and individuals participating in the Public Health Unit Harm Reduction Program have reported 23 non-fatal opioid related overdoses in the past 6 months;

AND WHEREAS, opioids, such as morphine and fentanyl patches, are prescribed by physicians to treat pain;



/2

AND WHEREAS, fentanyl patches and other opioid pills are being diverted from their initial purpose, and are being sold illicitly to be smoked, chewed, ingested or injected for a high, which over time, requires more and more opioid to get the same high, which leads to overdose and potentially death;

AND WHEREAS, a particular concern with fentanyl patches, including illicit fentanyl and its related analogues, is that these drugs are available and easily imported illegally from other countries, and the amount of fentanyl varies on each portion of the patch leading to a higher risk of overdose;

AND WHEREAS, illicit fentanyl has been confirmed in many other street drugs such as heroin, fake oxycontin pills, cocaine, and crystal meth;

AND WHEREAS, police in our area have reported seizing diverted fentanyl (an opioid) patches, illicit fentanyl, and drugs laced with fentanyl;

AND WHEREAS, the Leeds, Grenville and Lanark District Health Unit is working with the community to develop a community response plan to the opioid situation in collaboration with many stakeholders including police, fire, EMS, community organizations, municipalities, health service providers, and the education sector;

AND WHEREAS, the Health Unit has the lead in expanding surveillance of the problem, ensuring individuals who are using opioids and their family/friends have access to naloxone which can reverse respiratory failure from an overdose, and providing information and education to the public, in addition to working with municipalities and the community on the social determinants of health such as poverty, unemployment, lack of social supports, and inadequate housing, that can have a negative impact on the health of individuals and communities, as well as address the underlying root causes of substance misuse;

AND WHEREAS, in October of 2016, the Honourable Minister of Health and Long-Term Care, Dr. Eric Hoskins announced the Ontario Provincial Opioid Strategy to tackle the public health crisis related to problematic use of opioids by looking at multiple sectors including physician prescribing, overdose monitoring, opioid prescription monitoring, and enhancing harm reduction and addiction services.



/3

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the County of Lanark respectfully requests the provincial government to enhance our local response to the opioid problem in our community, by enacting the following:

- Ensure all first responders, including police and fire, have access to provincially funded naloxone that can reverse an opioid overdose, and training in its use, due to the fact that in our rural region volunteer firefighters are often the first ones on the scene of an opioid overdose, and it is critical that the individual(s) who has overdosed receive naloxone as soon as possible to prevent death; and
- Ensure all places that support vulnerable people in the community, have access to publicly funded naloxone, and training in its use; and
- Provide a provincially funded public opioid education campaign, including social media to complement the efforts of individual communities; and
- Provide additional provincial funding for addiction and mental health services that would assist in treating people with mental illness to reduce and/or eliminate self-medication with opioids, and would provide addiction services to help people overcome their opioid addiction.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Dr. Eric Hoskins, Ministry of Health and Long-Term Care, Lanark-Frontenac-Lennox and Addington MP Scott Reid and MPP Randy Hillier, Carleton-Mississippi Mills MPP Jack MacLaren, FCM (Federation of Canadian Municipalities), AMO (Association of Municipalities of Ontario) and all municipalities in the Province of Ontario.

Honourable Premier, this is a crisis situation and we need strong leadership from the provincial and federal governments to coordinate with communities and urgently invest in the solutions to stop the epidemic, including addictions treatment, supportive housing, prevention and drug policy reform. We desperately need a nationwide emergency response as opioid addiction devastates families and communities and overdose deaths reach an even more horrific toll. We very much look forward to a favourable response.

Page 3 of 4



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If you require any further information, please do not hesitate to contact Leslie Drynan, County Clerk/Deputy CAO at 613-267-4200 ext. 1502 or via email at ldrynan@lanarkcounty.ca or Dr. Paula Stewart MD, FRCPC Medical Officer of Health and Chief Executive Officer for Leeds, Grenville and Lanark District Health Unit (LGLDHU) at 613-345-5685.

Sincere regards,

Bill Dobson
Warden

BD/ld

cc:

Honourable Minister Dr. Eric Hoskins, Ministry of Health and Long-Term Care
Lanark-Frontenac-Lennox and Addington MP Scott Reid and MPP Randy Hillier
Carleton-Mississippi Mills MPP Jack MacLaren
FCM (Federation of Canadian Municipalities)
AMO (Association of Municipalities of Ontario)
EOWC (Eastern Ontario Wardens Caucus)
All municipalities in the Province of Ontario
Dr. Paula Stewart, Medical Officer of Health for LGLDHU



COMPRISING - THE FORMER TOWNSHIPS OF FRANKLIN, MCLEAN, RIDOUT, SINCLAIR AND FINLAYSON.

Township of Lake of Bays

RR#1, 1012 DWIGHT BEACH RD., DWIGHT
MUSKOKA, ONTARIO P0A 1H0

PHONE: (705) 635-2272
FAX: (705) 635-2132

April 20, 2017

The Honourable Mitzie Hunter
Ministry of Education
22nd Floor, Mowat Block
900 Bay Street
Toronto, Ontario M7A 1L2

Dear Minister Hunter:

**Re: Resolution regarding Request for a Moratorium on the current
Accommodation Review Process**

Please be advised that the Council of the Corporation of the Township of Lake of Bays at its meeting held on April 18, 2017 passed the following resolution:

"Resolution #7(a)/04/18/17

WHEREAS the current Accommodation Review Process is not reflective of the reality of rural school and community life;

AND WHEREAS school closures impact single-school small rural communities in all educations, social and economic aspects to a far greater degree than those impacts in multi-school urban communities;

AND WHEREAS rural communities depend on a school as part of its viability and vitality ensuring an inward migration of families with children that will ensure its future economic conditions;

AND WHEREAS the Township of Lake of Bays is a single public school municipality;

BE IT RESOLVED THAT the Township of Lake of Bays requests that Minister Mitzie Hunter, Minister of Education initiate an immediate moratorium on the Accommodation Review Process until such time as a review of the above mentioned impacts on small rural communities can be studied, completed and the results and recommendations be considered;

AND FURTHER THAT this resolution be circulated to Premier Kathleen Wynne, MP Tony Clement, MPP Norm Miller, Trillium Lakeland District School Board and all municipalities in Ontario.

Carried"

Thank you for your attention to this matter.

Sincerely,



Carrie Sykes, *Dipl. M.A., CMO*
Director of Corporate Services/Clerk

cc: Premier Kathleen Wynne
MP Parry Sound-Muskoka, Tony Clement
MPP Parry Sound-Muskoka, Norm Miller
Trillium Lakeland District School Board
All Ontario municipalities



**THE CORPORATION OF THE
TOWNSHIP OF ADJALA – TOSORONTIO**

7855 Sideroad 30 * R.R.#1 * Alliston, Ontario * L9R 1V1
Telephone: (705) 434-5055 Fax: (705) 434-5051

Office of the Clerk

BY E-MAIL ONLY

April 20, 2017

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister Trudeau:

Re: Canada's 150th Birthday

Please be advised that Council at their meeting of April 10, 2017 passed the following resolution:

A motion was made by Deputy Mayor Little, seconded by Councillor Keenan:

RESOLVED THAT in recognition of Canada's 150th birthday, the federal and provincial governments be requested to wave the taxes payable on the purchase of a Canadian Flag or Canada 150 Anniversary flag for the year 2017; and further,

THAT this motion be forwarded to the Prime Minister of Canada, the Premier of Ontario and Ontario municipalities for their support.

Yours truly,

Barbara Kane
Township Clerk

c.c. Premier of Ontario Kathleen Wynne
Ontario Municipalities



The Corporation of The Town of Amherstburg

April 28, 2017

VIA EMAIL

The Honourable Kathleen O. Wynne
Premier of Ontario
Queen's Park, Rm. 281
Main Legislative Building
Toronto, ON M7A 1A1

Dear Premier Wynne,

Please be advised that at its meeting held on January 23rd, 2017, Amherstburg Town Council passed the following motion:

Resolution # 20170123-554 - That Council **SUPPORT** the Town of Richmond Hill's resolution regarding Postal Banking.

Regards,

Tammy Fowkes
Deputy Clerk

cc: Taras Natyshak – MPP, Essex
Tracey Ramsey - MP, Essex
Association of Municipalities of Ontario (AMO)
Ontario Municipalities

Attached: Town of Richmond Hill resolution re: Support Postal Banking



December 9, 2016

Sent via email

To: Ontario Municipalities

Re: Richmond Hill Resolution - A Bank for Everyone – Support Postal Banking

Richmond Hill Town Council, at its meeting held on November 28, 2016, adopted the following resolution:

- a) That the Town of Richmond Hill encourages the Federal Government to review the Banking Act to allow postal banking at Canada Post;
- b) That the Town of Richmond Hill encourages the Federal Government to amend the Canada Post Act of 1981 to allow postal banking at Canada Post;
- c) That the Town of Richmond Hill encourages the Federal Government to instruct Canada Post to add postal banking as a service, with a mandate for financial inclusion either as a stand-alone bank or in cooperation with other financial organizations which may include the Business Development Bank of Canada (BDC);
- d) That the Town of Richmond Hill call on the federal government to instruct Canada Post to add postal banking, with a mandate for financial inclusion;
- e) That Council direct staff to forward this resolution to other local governments in Canada for whom contact information is readily available, requesting favourable consideration of this resolution to the Federation of Canadian Municipalities;
- f) And further, that Council direct staff to forward this resolution to:
 - 1. Leona Alleslev, Member of Parliament, Richmond Hill, Ontario 12820 Yonge Street, Suite 202, Richmond Hill, Ontario L4E 4H1, Canada;
 - 2. Majid Jowhari, Member of Parliament (Richmond Hill) 9140 Leslie Street, Unit 407 Richmond Hill, Ontario L4B 0A9, Canada;
 - 3. Clark Somerville, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3;
 - 4. Other local governments in Canada for whom contact information is readily available;

.../2

December 9, 2016
Page 2

5. The Federation of Canadian Municipalities;
6. Judy Foote, Minister of Public Services and Procurement, Rm 18A1,
11 Laurier Street Phase III, Place du Portage, Gatineau, QC, K1A 0S5;
7. Mike Palecek, President, Canadian Union of Postal Workers, 377 Bank
Street, Ottawa, Ontario, K2P 1Y3.

In accordance with Council's directive, please find attached a copy of the Council endorsed member motion.

If you have any questions, please contact the Office of the Clerk, at 905-771-8800.

Yours sincerely,



Stephen M.A. Huycke
Director of Council Support Services/Town Clerk

Attachment

cc: Leona Alleslev, Member of Parliament - Richmond Hill
Majid Jowhari, Member of Parliament- Richmond Hill
Clark Somerville, President, Federation of Canadian Municipalities
Judy Foote, Minister of Public Services and Procurement
Mike Palecek, President, Canadian Union of Postal Workers



MEMBER MOTION

Section 5.4.4(b) of Procedure By-law

Meeting: Committee of the Whole ☐ Council **X**
Meeting Date: November 28, 2016
Subject/Title: A bank for everyone – Support postal banking
Submitted by: Councillor Muench

Whereas the Federal Government's Canada Post Review will conclude, in the spring of 2017, with the government announcing decisions on the future of Canada Post, including whether or not to create a new service and revenue stream through postal banking;

Whereas there is an urgent need for this service because thousands of rural towns and villages do not have a bank;

Whereas nearly two million Canadians desperately need alternatives to high interest charging payday lenders including our residents in Richmond Hill;

Whereas postal banking helps keep post offices viable and financial services accessible in many parts of the world;

Whereas postal banking has the support of over 600 municipalities and close to two-thirds of Canadians (Stratcom poll, 2013);

Whereas residents and businesses of Richmond Hill rely on mail service and see postal banking as an opportunity to improve the financial position of Canada Post while allowing the organization to continue its important service to Canadians including Richmond Hill without subsidy;

Whereas small business in Richmond Hill and throughout Canada require more and different forms of banking services to assist in venture capital growth as well as other financial needs currently not being serviced;

Whereas the Federal Government has prioritized, communicated, promoted, encouraged and challenged Canadians to be innovative, postal banking will allow customers of Canada Post to have access to banking services that will enhance productivity and quality of life for all stakeholders;

Therefore Be It Resolved:

- a) That the Town of Richmond Hill encourages the Federal Government to review the Banking Act to allow postal banking at Canada Post;

.../2

- b) That the Town of Richmond Hill encourages the Federal Government to amend the Canada Post Act of 1981 to allow postal banking at Canada Post;
- c) That the Town of Richmond Hill encourages the Federal Government to instruct Canada Post to add postal banking as a service, with a mandate for financial inclusion either as a stand-alone bank or in cooperation with other financial organizations which may include the Business Development Bank of Canada (BDC);
- d) That the Town of Richmond Hill call on the federal government to instruct Canada Post to add postal banking, with a mandate for financial inclusion;
- e) That Council direct staff to forward this resolution to other local governments in Canada for whom contact information is readily available, requesting favourable consideration of this resolution to the Federation of Canadian Municipalities;
- f) And further, that Council direct staff to forward this resolution to:
 - i) Leona Alleslev, Member of Parliament, Richmond Hill, Ontario
12820 Yonge Street, Suite 202, Richmond Hill, Ontario L4E 4H1, Canada;
 - ii) Majid Jowhari, Member of Parliament (Richmond Hill) 9140 Leslie Street, Unit 407 Richmond Hill, Ontario L4B 0A9, Canada;
 - iii) Clark Somerville, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3;
 - iv) Other local governments in Canada for whom contact information is readily available;
 - v) The Federation of Canadian Municipalities;
 - vi) Judy Foote, Minister of Public Services and Procurement, Rm 18A1, 11 Laurier Street Phase III, Place du Portage, Gatineau, QC, K1A 0S5;
 - vii) Mike Palecek, President, Canadian Union of Postal Workers, 377 Bank Street, Ottawa, Ontario, K2P 1Y3.

Moved by: Councillor Muench

Seconded by:



Paul Gordon Queen, 28 Pulford Street, Kingsville, Ontario N9Y 1B4

Gord.queen@gmail.com

April 26, 2017

Corporation of the Town of Kingsville
Council and Senior Administration
Kingsville

Accessibility Form Workshop at the University of Windsor

The Accessibility Directorate of the Province of Ontario coordinated and is in the process of delivering nine workshops across the Province.

The Presenters this day ranged from a former NHL Hockey player to a former CNIB President, a Professor from Laurentian University, and subject matter experts.

Jim Kyte a Dean from the School of Hospitality and Tourism at Algonquin College was the key note speaker. Legally deaf he outlined not only his 17 years as a professional hockey player but the challenges he experienced in life. In youth with hearing aids it was not unusual for him to experience head clashes that resulted in the blood coming from the ears after impact. He keeps playing and learned to work harder to succeed. By watching the fans, by watching the reflecting movement of others in the glass.

He went on to describe life as:

10% of what happens to you
90% of how you react to it.

In youth, once cut early by a hockey coach, his dad was not concerned by the action of the coach as most might expect. His father's response was clear, "You deserve it". The basic thought pattern was that he was not working hard enough. Only after another player experienced injury and was unable to play, and the coach heard from other players that he did have talent did he can show his talent on the ice once, more.

"Knowledge is power" A theme that Jim Kyte stressed. From his own family challenges in providing support services in a school for his kids. He studied the rules in respect to Special

Education Support services and could show the School Principal the rule that required the support required.

From the CNIB perspective Jim Sanders highlighted the changes that have occurred over the decades. The development of braille to the use of Apple Programs that aid in accessibility. Everyone wishes to be treated with respect.

He went on to tell the story of a court room, No windows, power outage. Total darkness. Judge call for a recess. The blind lawyer responds that "he is ready to proceed"

After lunch Thomas Merritt of Laurentian University commenced with:

"we all want to be treated
With dignity
With respect
And to be included"

"We cannot have social inclusion if we cannot get there"

The entire group gathered was encouraged to support accessible transportation.

Inclusion and Small Communities.

From the North, we learned how working with others resulted in the creation of a five-million-dollar center for boating, rowing, and community use developed for all to use. A design that included all and promoted handicap rowing, boating and even dragon events.

Sports a topic that brings all together.

A tool that can and has been used by other communities to include others.

New Standards

We have two new standards coming in Ontario

1. Health
2. Education

Goal in Canada, for accessibility across the nation.

AMI speaker noted the use of 12,000, or feedback from 12,000 in developing and improving offerings.

Tools: WE note Ontario.ca/accessibility for assistance as we move forward.


Gord Queen

**Ministry of Citizenship
and Immigration**

Minister
6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 325-6200
Fax: (416) 325-6195

**Ministère des Affaires civiles et
de l'Immigration**

Ministre
6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 325-6200
Téléc.: (416) 325-6195



April 2017

Dear Friends,

It is my pleasure to invite you to submit a nomination for the **Lincoln M. Alexander Award**.

Established in 1993, the Lincoln M. Alexander Award recognizes up to three young Ontarians who have demonstrated exemplary leadership in contributing to the elimination of racial discrimination in Ontario. Recipients will be celebrated at a special ceremony, and receive a cash prize of \$5,000 and a framed certificate.

To submit a nomination for this award:

1. Visit ontario.ca/honoursandawards.
2. Select the category based on award type.
3. Click on **Lincoln M. Alexander Award**.
4. Download the PDF form.
5. Read the eligibility criteria and instructions carefully.
6. Fill out the form and submit it **no later than May 31, 2017**. Instructions for submitting your nomination package can be found on the website.

If you have questions, please call 416-314-7526, toll free 1-877-832-8622 or TTY 416-327-2391, or email ontariohonoursandawards@ontario.ca.

I hope you will take this opportunity to acknowledge a young person from your school or community who has made an important contribution to eliminating racial discrimination in Ontario.

Thank you for your attention to this important recognition program.

Sincerely,

A handwritten signature in black ink, reading "Laura Albanese".

Laura Albanese
Minister

Ministry of Citizenship
and Immigration

Minister
6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 325-6200
Fax: (416) 325-6195

Ministère des Affaires civiques et
de l'Immigration

Ministre
6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 325-6200
Téléc.: (416) 325-6195



Avril 2017

Madame, Monsieur,

J'ai le plaisir de vous inviter à présenter une candidature au **Prix Lincoln M. Alexander**.

Établi en 1993, ce programme rend hommage à trois jeunes Ontariennes ou Ontariens qui ont fait preuve de leadership exemplaire dans leurs efforts visant l'éradication de la discrimination raciale en Ontario. Les récipiendaires seront célébrés lors d'une cérémonie spéciale et recevront un prix de 5 000 \$ ainsi qu'un certificat encadré.

Pour présenter une candidature pour ce prix :

1. Visitez la page ontario.ca/distinctionsetprix.
2. Sélectionnez la catégorie selon le type de prix.
3. Cliquez sur **Prix Lincoln M. Alexander**.
4. Téléchargez le formulaire PDF.
5. Lisez attentivement les critères d'admissibilité et les instructions.
6. Remplissez le formulaire et **présentez-le au plus tard le 31 mai 2017**.
Les instructions pour la présentation de la candidature se trouvent sur le site Web.

Si vous avez des questions, veuillez appeler au 416 314 7526, sans frais au 1 877 832 8622 ou ATS 416 327 2391, ou écrire à l'adresse ontariohonoursandawards@ontario.ca.

J'espère que vous profiterez de cette occasion pour reconnaître une ou un jeune de votre école ou de votre collectivité qui a fait une contribution importante à l'éradication de la discrimination raciale en Ontario.

Merci de l'attention que vous portez à cet important programme de reconnaissance.

Veuillez agréer, Madame, Monsieur, l'expression de mes sentiments les meilleurs.

La ministre,

A handwritten signature in black ink, which appears to read 'Laura Albanese'.

Laura Albanese



Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario, N9H 1S4

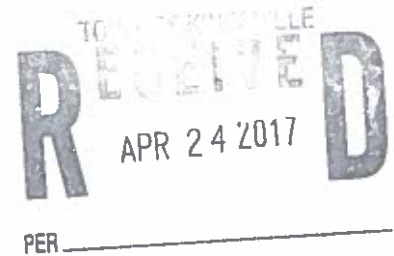
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Office of the Director of Council Services

Brenda Andreatta, Director of Council Services/Clerk

April 13, 2017

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



Dear Ms. Astrologo:

Re: Funding for the Great Lakes

LaSalle Town Council at its meeting held April 11, 2017 considered the matter of the recent decision by the United States Government to eliminate funding to the Environmental Protection Agency thereby negatively impacting the Great Lakes. Council adopted the following resolution:

CR 142/17

Whereas algal blooms in Lake Erie threaten its natural and economic resources by negatively impacting the use of water for drinking, fishing, boating and swimming; and

Whereas Lake Erie experienced the largest harmful algal bloom in its history in 2015; and

Whereas toxins from algal blooms can cause severe health issues; and

Whereas communities that depend on Lake Erie as a source for drinking water have made significant investments to ensure it is free from dangerous levels of algal toxins and nuisance algae; and

Whereas algal blooms limit the enjoyment of Lake Erie beaches and other recreational water activities; and

Whereas, local tourism, commercial and residential property values and the commercial and recreational fishing industry may be negatively affected due to the presence of algal blooms; and

Whereas, the United States recently announced a proposal to cut funding to the Environmental Protection Agency that pays 97 percent of the costs for Great Lakes pollution cleanup thereby putting the future health of the Great Lakes in danger,

NOW THEREFORE BE IT RESOLVED that the Minister of Fisheries and Oceans Canada, Ontario Minister of Environment and Climate Change and the Mayors of Great Lakes and St. Lawrence Cities Initiative BE REQUESTED to lobby U.S. State representatives to overturn the decision by the U.S. federal government to drastically reduce spending on the health of the



Great Lakes, and that a copy of this resolution BE FORWARDED to local MP's and MPP's, Essex County municipalities, AMO and FCM to request support of the initiative.

The importance of the Great Lakes to this region cannot be overstated. Your assistance in bringing this matter to the attention of Kingsville Council with a request to support the resolution is appreciated.

Sincerely,



Brenda Andreatta
Director Council Services/Clerk

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 28-2017

*Being a by-law to provide for the construction of
a bridge over the 2nd Concession Branch of the Esseltine Drain
Owner: Mucci Farms Ltd. [290-38700]
in the Town of Kingsville, in the County of Essex*

WHEREAS the Council of the Town of Kingsville, in the County of Essex, has procured a report under section 78 of the *Drainage Act* for the bridge construction over the 2nd Concession Branch of the Esseltine Drain;

AND WHEREAS the report dated December 22nd, 2016 has been authored by Lou Zarlenga, P. Eng. and the attached report forms part of this by-law;

AND WHEREAS \$133,185.00 is the amount to be contributed by the Town of Kingsville for the drainage works;

AND WHEREAS Council is of the opinion that the report of the area is desirable;

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

1. AUTHORIZATION

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

2. BORROWING

The Corporation of the Town of Kingsville may borrow on the credit of the Corporation the amount of \$133,185.00 being the amount necessary for the completion of the drainage works.

3. DEBENTURES

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

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

4. PAYMENT

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

- 1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 2 (two) or 5 (five) years (as determined by the Director of Financial Services or designate) after the passing of this by-law.
- 2) For paying the amount \$133,185.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Town of Kingsville in each year for 2 (two) or 5 (five)

years (as determined by the Director of Financial Services or designate) after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.

- 3) All assessments of \$100.00 or less are payable in the first year in which the assessments are imposed.

5. SCHEDULE OF ASSESSMENTS OF LAND AND ROADS

2nd Concession Branch of the Esseltine Drain – Replacement of Farm Crossing

**SCHEDULE A-1
SCHEDULE OF ASSESSMENT FOR CONSTRUCTION**

**2nd CONCESSION BRANCH OF THE ESSELTINE DRAIN
PROJECT REFERENCE NUMBER 16-568**

A } PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)										
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNER'S NAME	(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
1	290-387	1 E D	10 & 11	47.76	34.10	13.600	MUCCI FARMS LTD	\$ -	\$ 133,186.00	\$ 133,186.00
Total Affected Lands					34.10	13.600				
Total Assessment on Privately Owned Agricultural Lands (Grantable)								\$ -	\$ 133,186.00	\$ 133,186.00
TOTAL ASSESSMENT FOR SECTIONS A, B, C & D								\$ -	\$ 133,186.00	\$ 133,186.00

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

**SCHEDULE A-2
SCHEDULE OF MAINTENANCE**

**2nd CONCESSION BRANCH OF THE ESSELTINE DRAIN
PROJECT REFERENCE NUMBER 16-568**

A) MUNICIPAL LANDS										
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME	(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
1	ROAD 36				5.98	2.424	TOWN OF KINGSVILLE	\$ 443.00	\$ -	\$ 443.00
2	COUNTY ROAD 45				3.47	1.404	COUNTY OF ESSEX	\$ 257.00	\$ -	\$ 257.00
3	COUNTY ROAD 34				8.85	3.601	COUNTY OF ESSEX	\$ 588.00	\$ -	\$ 588.00
4	NEAL STREET				0.23	0.092	TOWN OF KINGSVILLE	\$ 18.00	\$ -	\$ 18.00
5	ELGIN STREET				1.80	0.730	TOWN OF KINGSVILLE	\$ 129.00	\$ -	\$ 129.00
6	LEE ROAD				0.52	0.210	TOWN OF KINGSVILLE	\$ 38.00	\$ -	\$ 38.00
7	PEACH DRIVE				0.88	0.350	TOWN OF KINGSVILLE	\$ 82.00	\$ -	\$ 82.00
8	WOODBURN AVENUE				1.98	0.800	TOWN OF KINGSVILLE	\$ 137.00	\$ -	\$ 137.00
9	WILLOW DRIVE				0.57	0.230	TOWN OF KINGSVILLE	\$ 39.00	\$ -	\$ 39.00
10	FRINCE STREET				0.50	0.204	TOWN OF KINGSVILLE	\$ 35.00	\$ -	\$ 35.00
11	QUEEN BOULEVARD				2.25	0.910	TOWN OF KINGSVILLE	\$ 155.00	\$ -	\$ 155.00
12	REGEN STREET				1.53	0.620	TOWN OF KINGSVILLE	\$ 108.00	\$ -	\$ 108.00
13	SERVICE ROAD				1.01	0.410	TOWN OF KINGSVILLE	\$ 88.00	\$ -	\$ 88.00
14	FAIRLE CRESCENT				1.08	0.430	TOWN OF KINGSVILLE	\$ 71.00	\$ -	\$ 71.00
15	MAYFAIR STREET				0.91	0.370	TOWN OF KINGSVILLE	\$ 81.00	\$ -	\$ 81.00
16	HEVAN COURT				0.23	0.094	TOWN OF KINGSVILLE	\$ 15.00	\$ -	\$ 15.00
17	BRANCH DRIVE				0.72	0.290	TOWN OF KINGSVILLE	\$ 46.00	\$ -	\$ 46.00
18	NOAH CRESCENT				0.72	0.290	TOWN OF KINGSVILLE	\$ 48.00	\$ -	\$ 48.00
19	ROAD 2 EAST				3.67	1.465	TOWN OF KINGSVILLE	\$ 235.00	\$ -	\$ 235.00
Total Affected Lands					36.68	14.844		\$ 2,589.00	\$ -	\$ 2,589.00
Total Assessment on Municipal Lands								\$ 2,589.00	\$ -	\$ 2,589.00

B) PRIVATELY OWNED - NON AGRICULTURAL LANDS										
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME	(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
20	410-04300	2 E D	9	12.57	3.48	1.412	STERLING ACRE FARMS LIMITED	\$ 128.00	\$ -	\$ 128.00
21	340-05600	3 E D	10	65.70	23.00	9.300	SUN-GRITE CANALING LIMITED	\$ 315.00	\$ -	\$ 315.00
22	340-01400	3 E D	PS1/2 lot 11	0.52	0.52	0.210	BENJAMIN K'ELLEN	\$ 19.00	\$ -	\$ 19.00
23	340-01400	3 E D	PS1/2 lot 11	1.25	1.25	0.506	KRISTOPHER JOHN KLASSEN & JENNIFER RUTH ELLWOOD	\$ 48.00	\$ -	\$ 48.00
24	340-01000	3 E D	PS1/2 lot 11	0.71	0.71	0.287	ABRAM & HELENA FRIESEN	\$ 28.00	\$ -	\$ 28.00
25	340-00800	3 E D	PS1/2 lot 11	0.38	0.38	0.148	SARA KLASSEN	\$ 13.00	\$ -	\$ 13.00
26	340-00600	3 E D	PS1/2 lot 11	0.35	0.35	0.142	PETER & ELISABETH DYCK	\$ 13.00	\$ -	\$ 13.00
27	340-00700	3 E D	PS1/2 lot 11	0.47	0.47	0.190	ADAMETHA GIESBRECHT	\$ 17.00	\$ -	\$ 17.00
28	340-00600	3 E D	PS1/2 lot 11	0.48	0.48	0.198	ANTHONY ALETTA EVERS	\$ 17.00	\$ -	\$ 17.00
29	340-00500	3 E D	11	1.08	1.08	0.437	FAIRVIEW CEMETERY	\$ 13.00	\$ -	\$ 13.00
30	300-30900			0.54	0.54	0.219	HARRY O'BRIEN	\$ 20.00	\$ -	\$ 20.00
31	300-32700			0.81	0.81	0.327	JACOB FRIESEN	\$ 23.00	\$ -	\$ 23.00
32	300-32700	2 E D	9	0.20	0.20	0.081	DONALD GARY & PAMELA MADINE ATKINSON	\$ 7.00	\$ -	\$ 7.00
33	300-32500	2 E D	9	0.27	0.27	0.108	CHRISTINE ELIZABETH FRIDAY & ROBERT REES	\$ 10.00	\$ -	\$ 10.00
34	300-32400	2 E D	9	0.23	0.23	0.093	ALFREDO DIMENNA	\$ 24.00	\$ -	\$ 24.00
35	300-32100	2 E D	9	1.83	1.83	0.741	KEITH HINCKS IN TRUST	\$ 180.00	\$ -	\$ 180.00
36	300-32100	2 E D	9	14.85	14.85	6.019	2435985 ONTARIO LIMITED	\$ 605.00	\$ -	\$ 605.00
37	300-31900	2 E D	8	0.40	0.40	0.162	CANADA POST CORPORATION	\$ 15.00	\$ -	\$ 15.00
38	300-31800	2 E D	8	0.28	0.28	0.117	TRUDY AUCE WOOD	\$ 11.00	\$ -	\$ 11.00
39	300-31700	2 E D	8	0.14	0.14	0.057	HENRY ENNS & ANETHA THIESSEN	\$ 5.00	\$ -	\$ 5.00
40	300-31600	2 E D	8	0.44	0.44	0.179	RUTHVEN AUTO TOWING & REPAIRS LTD	\$ 35.00	\$ -	\$ 35.00

2nd Concession Branch of the Esseltine Drain – Replacement of Farm Crossing

B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS										
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME	(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
41	300-31510	2 ED	8	0 07	0 07	0 028	THORBOURN WGLE ESTATE	\$ 1 00	\$ -	\$ 1 00
42	300-31500	2 ED	8	0 04	0 04	0 017	THORBOURN WGLE ESTATE	\$ 4 00	\$ -	\$ 4 00
43	300-31500	2 ED	9	0 24	0 24	0 139	TINA SALLONS & ROGER PARENT	\$ 34 00	\$ -	\$ 34 00
44	300-31400	1B3	PT LOT 9	0 25	0 25	0 101	ALAN EDWARD & IRENE MARIA FOX	\$ 9 00	\$ -	\$ 9 00
45	300-31300	1B3	PT LOT 8		0 25	0 101	STEPHEN PATRICK & LESLIE ANN STEPHENSON	\$ 9 00	\$ -	\$ 9 00
46	300-31200	1B3	PT LOTS 8 & 9 CON 2	0 42	0 42	0 170	JOSEPH & LORI BERESH	\$ 16 00	\$ -	\$ 16 00
47	300-31200	1B3	PT LOTS 8 & 9 CON 2	0 39	0 39	0 158	JOHN RICHARD OLIVER & SHARON LOUISE PARENT	\$ 14 00	\$ -	\$ 14 00
48	300-31100	M4B	36		0 20	0 081	ALLAN JONATHAN & VIRGINIA ANN CAMPBELL	\$ 7 00	\$ -	\$ 7 00
49	300-31000	M4B	35		0 20	0 081	ERIC ALFRED & SUSANNE BERNADETTE TIESSEN	\$ 7 00	\$ -	\$ 7 00
50	300-30800	M4B	34	0 21	0 21	0 085	MARY CLARE INDRATTA	\$ 8 00	\$ -	\$ 8 00
51	300-30800	M4B	33		0 21	0 085	BERNHARD BJANS & MARIA SCHROEDER	\$ 8 00	\$ -	\$ 8 00
52	300-30700	M4B	22	0 27	0 27	0 109	MARY-ELIZABETH SCHAUER	\$ 10 00	\$ -	\$ 10 00
53	300-30600	M4B	31	0 27	0 27	0 109	PAYMOND OGDON JR & GAIL CAROL ANN FOSTER	\$ 10 00	\$ -	\$ 10 00
54	300-30500	M4B	30	0 27	0 27	0 109	MANUEL & ERMILINDA FURTADO	\$ 8 00	\$ -	\$ 8 00
55	300-30400	M4B	28		0 21	0 085	JOHAN & SARA HILDEBRANDT	\$ 7 00	\$ -	\$ 7 00
56	300-30300	M4B	28		0 21	0 085	MARY ANN BECHARD	\$ 7 00	\$ -	\$ 7 00
57	300-30200	M4B	27	0 21	0 21	0 085	FRANK GRAU & NELINORA KIELSEN GUENTHER	\$ 7 00	\$ -	\$ 7 00
58	300-30100	M4B	26		0 21	0 085	HENRICH & SARA HILDEBRAND	\$ 7 00	\$ -	\$ 7 00
59	300-30000	M4B	25		0 17	0 069	JOSE MEDE ROS & MARIA INES FURTADO	\$ 6 00	\$ -	\$ 6 00
60	300-29900	M4B	24		0 18	0 073	HENRICH & MARGARETHA FEHR	\$ 6 00	\$ -	\$ 6 00
61	300-28700	M4B	23		0 36	0 154	JOSE VITORNO & TERESA TAVARES MEDEIROS	\$ 13 00	\$ -	\$ 13 00
62	300-28600	M4B	22	0 38	0 38	0 154	S MAUREN RYAN	\$ 13 00	\$ -	\$ 13 00
63	300-28500	M4B	21	0 38	0 38	0 154	JOHN & AGNES PEREIRA	\$ 13 00	\$ -	\$ 13 00
64	300-28400	12M4B	BLK H	0 02	0 02	0 008	WINDSVILLE TOWN	\$ -	\$ -	\$ -
65	300-28400	M4B	20		0 38	0 154	CAV.D LINDSAY & JOANNE MILDRED GRAHAM	\$ 13 00	\$ -	\$ 13 00
66	300-28320	M81	8	0 38	0 38	0 154	MARIA DOMENICA CAPUSSI & GIOVANNA OKLAUDO	\$ 13 00	\$ -	\$ 13 00
67	300-28320	M81	5	0 38	0 38	0 154	JOHN WALTER & BESSIE JANE UHRAU	\$ 13 00	\$ -	\$ 13 00
68	300-28320	M81	4	0 38	0 38	0 154	VIRGILIO & MARIA PEREIRA	\$ 13 00	\$ -	\$ 13 00
69	300-28320	M81	3	0 38	0 38	0 154	RANDY & MARY THESSEN	\$ 13 00	\$ -	\$ 13 00
70	300-28320	M81	2	0 38	0 38	0 154	ROBERTO FORTUNA & MARIA JESUS SILVA PIMENTEL	\$ 12 00	\$ -	\$ 12 00
71	300-28320	M81	1		0 43	0 174	STANLEY ANGUS A & SHELIA MARLENE BALTZER	\$ 14 00	\$ -	\$ 14 00
72	300-28320	M1C5	24		0 35	0 142	GARRY DOUGLAS & DONNA LYNN JOHNSON	\$ 11 00	\$ -	\$ 11 00
73	300-28320	M1C5	23	0 30	0 30	0 121	ANGELA MARIE SCHNEKENBURGER	\$ 10 00	\$ -	\$ 10 00
74	300-28320	M1C5	22	0 30	0 30	0 121	JOHN PAUL DOUGLAS & HELEN AFFLECK	\$ 10 00	\$ -	\$ 10 00
75	300-28320	M1C5	21	0 30	0 30	0 121	ABRAHAM BICKER & SUCANA NEUDORF	\$ 10 00	\$ -	\$ 10 00
76	300-28320	M1C5	20	0 30	0 30	0 121	HEIL FEHR & TRACY LEE REIMER	\$ 10 00	\$ -	\$ 10 00
77	300-28320	M1C5	19	0 30	0 30	0 121	VINCENZO & SANTINA MARCOVECCHIO	\$ 10 00	\$ -	\$ 10 00
78	300-28320	M1C5	18		0 30	0 121	JACOB & AGATHA SAYATZKY	\$ 10 00	\$ -	\$ 10 00
79	300-28320	M1C5	17		0 31	0 125	ROGER DAVID RUSSELO	\$ 10 00	\$ -	\$ 10 00
80	300-28320	M1C5	16	0 24	0 24	0 097	JOHN S & BARBARA F BAKER	\$ 8 00	\$ -	\$ 8 00
81	300-28320	M1C5	15	0 24	0 24	0 097	WICK & ROSNA TCTARO	\$ 8 00	\$ -	\$ 8 00
82	300-28320	M1C5	14	0 24	0 24	0 097	JOSEPH & COLETTE PEREIRA	\$ 8 00	\$ -	\$ 8 00
83	300-28320	M1C5	13	0 24	0 24	0 097	ISSEAK & AMY REUFELD	\$ 8 00	\$ -	\$ 8 00
84	300-28320	M1C5	12		0 42	0 170	DARRELL J & JULIE A SCRATCH	\$ 14 00	\$ -	\$ 14 00
85	300-28320	M1C5	11		0 41	0 168	PEDRO & MAGARETHA KIELSEN	\$ 14 00	\$ -	\$ 14 00
86	300-28320	M1C5	10	0 22	0 22	0 089	RUDY & HELEN HEDY SPITSE	\$ 7 00	\$ -	\$ 7 00
87	300-28320	M1C5	9 & Pt Lot 15		0 28	0 113	TODD & MARTHA JOAN JENNER	\$ 9 00	\$ -	\$ 9 00
88	300-28320	M1C5	8		0 28	0 105	AARON & MARA WALL	\$ 9 00	\$ -	\$ 9 00
89	300-28320	M1C5	7	0 28	0 28	0 105	PETER & JUSTINA BERGEN	\$ 9 00	\$ -	\$ 9 00
90	300-28320	M1C5	6	0 28	0 28	0 105	KIRSTYN LAUREL FARMENWORTH	\$ 9 00	\$ -	\$ 9 00
91	300-28320	M1C5	5	0 28	0 28	0 105	FRANK ANTHONY QUATRINI	\$ 9 00	\$ -	\$ 9 00

2nd Concession Branch of the Esseltine Drain – Replacement of Farm Crossing

B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS										(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME					
92	300-283-01	M105	4		0.27	0.109	MARY MARGARET RUSSELD			\$ 9.00	\$ -	\$ 9.00
93	300-290-01	M105	3		0.32	0.133	DAVID ALAN & TAMMIE BARBARA MILLS			\$ 11.00	\$ -	\$ 11.00
94	300-283-01	M105	2		0.23	0.093	JACOB GCERTZEN & ANNA GIESBRECHT HEUFELD			\$ 8.00	\$ -	\$ 8.00
95	300-283-01	M105	1	0.23	0.23	0.093	PHILIP GERHARD & LYDIA LOUISE HAMM			\$ 8.00	\$ -	\$ 8.00
96	300-282-01	M48	19	0.23	0.23	0.093	TRACEY YOUNG			\$ 8.00	\$ -	\$ 8.00
97	300-281-01	M48	18	0.23	0.23	0.093	KENNETH ROSS & SUSAN ILENE COSFORD			\$ 8.00	\$ -	\$ 8.00
98	300-280-01	M48	17		0.23	0.093	GERARDO & ANNA HEUFELD			\$ 8.00	\$ -	\$ 8.00
99	300-269-01	M48	16	0.29	0.29	0.156	VICTOR MANUEL & MARIA NATALIA PEREIRA			\$ 13.00	\$ -	\$ 13.00
100	300-268-01	M48	PT LOT 15		0.36	0.148	CAROLYN WENZLER			\$ 12.00	\$ -	\$ 12.00
101	300-287-01	M48	14	0.22	0.22	0.088	MAXIMINO SANTOS & MARIA OLIMPIA MATEUS			\$ 8.00	\$ -	\$ 8.00
102	300-286-01	M48	13	0.22	0.22	0.099	JOCHEN JOHANNES & JANNY GRETA VANDENBERG			\$ 8.00	\$ -	\$ 8.00
103	300-265-01	M48	12	0.29	0.29	0.117	ARMANDO PALLICOTTA			\$ 10.00	\$ -	\$ 10.00
104	300-264-01	M48	11	0.29	0.29	0.117	JUAN BOSCHMAI & ANNA FEHR			\$ 10.00	\$ -	\$ 10.00
105	300-283-01	M48	10	0.25	0.25	0.101	ABRAM KRAHN PEHNER & MARIA DYCK			\$ 9.00	\$ -	\$ 9.00
106	300-282-01	M48	9	0.25	0.25	0.101	ISAAC HAMM & HELENA FEHR			\$ 9.00	\$ -	\$ 9.00
107	300-281-01	M48	8		0.25	0.101	DAVID CARL & ROSALINA CABRAL			\$ 9.00	\$ -	\$ 9.00
108	300-280-01	M48	7		0.22	0.099	JOHN & VALHELMINA VANDERBECK			\$ 8.00	\$ -	\$ 8.00
109	300-279-01	M48	6		0.21	0.085	CHENG HUY & NGOP TANG			\$ 8.00	\$ -	\$ 8.00
110	300-278-01	M48	5		0.21	0.085	RANDAL EPLE & NOREEN ANN HASH			\$ 8.00	\$ -	\$ 8.00
111	300-277-01	M48	4		0.21	0.085	HARRIS LOWELL BRYFORD & DIANE LOUISE MC KNIGHT			\$ 8.00	\$ -	\$ 8.00
112	300-276-01	M48	3		0.21	0.085	ANTONIO & CHARLITIN FAYE MARIE AGOSTA			\$ 8.00	\$ -	\$ 8.00
113	300-275-01	M48	2		0.22	0.089	JOE & CONNIE CADILHAS			\$ 9.00	\$ -	\$ 9.00
114	300-274-01	M48	1		0.23	0.093	GARY PATRICK & FERNANDA ARLETTA GILUS			\$ 8.00	\$ -	\$ 8.00
115	300-273-01	183	PT LOT 4	0.31	0.31	0.125	GEOFFREY DOUGLAS & DEBRA LYNNE DUNMORE			\$ 11.00	\$ -	\$ 11.00
116	300-272-01	183	PT LOT 4	0.31	0.31	0.125	ROBERT ARTHUR SHORTT & DEBRA LYNNE DUNMORE			\$ 11.00	\$ -	\$ 11.00
117	300-271-01	183	PT LOT 8 PT LOT 7		0.34	0.138	GREGORICH & SARA KNEISEN			\$ 12.00	\$ -	\$ 12.00
118	300-270-01	183	PT LOT 6 PT LOT 7	0.18	0.18	0.085	SARA KNEISEN			\$ 6.00	\$ -	\$ 6.00
119	300-268-01	183	PT LOT 7		0.21	0.085	ROGER OLIVER JR PARENT			\$ 8.00	\$ -	\$ 8.00
120	300-267-01	183	PT LOT 5 1/2	0.29	0.29	0.117	KAREN SUE BROWN			\$ 10.00	\$ -	\$ 10.00
121	300-266-01	183	PT LOT 4 1/2	0.31	0.31	0.125	PETER KLASSEN & JUSTINA QUIRINO			\$ 11.00	\$ -	\$ 11.00
122	300-265-01	183	PT LOT 4	0.31	0.31	0.125	DONALD GREGORY & HEATHER ANN DUNMORE			\$ 11.00	\$ -	\$ 11.00
123	300-264-01	183	PT LOT 3		0.38	0.154	LARRY NEIL & ANN JOYCE DUNMORE			\$ 14.00	\$ -	\$ 14.00
124	300-264-01	183	PT LOT 3		0.06	0.024	AMANDA KATHLEEN GRAY			\$ 2.00	\$ -	\$ 2.00
125	300-263-01	183	PT LOT 3 W/2 MAIN	0.17	0.17	0.063	PAUL WAYNE WIGLE & STACY LEE DESCHAMPS			\$ 8.00	\$ -	\$ 8.00
126	300-262-01	183	PT LOT 3	0.17	0.17	0.069	EVA STEIN			\$ 8.00	\$ -	\$ 8.00
127	300-261-01	183	PT LOT 3		0.18	0.065	MARY-AN DAVID & HELENA KLASSEN			\$ 8.00	\$ -	\$ 8.00
128	300-260-01	2 E.D.	9		0.23	0.214	UNITED CHURCH OF CANADA			\$ 13.00	\$ -	\$ 13.00
129	300-259-01	183	PT LOT 1 1/2		0.10	0.040	UNITED CHURCH OF CANADA			\$ 1.00	\$ -	\$ 1.00
130	300-258-01	183	PT LOT 1 1/2	0.20	0.20	0.091	KELLY ANN BLAKE			\$ 7.00	\$ -	\$ 7.00
131	300-257-01	183	PT LOTS 1 & 2 W/2	0.28	0.28	0.113	MARCOVECCO CONSTRUCTION LTD			\$ 10.00	\$ -	\$ 10.00
132	300-256-01	183	PT LOT 2		0.18	0.077	MARCOVECCO CONSTRUCTION LTD			\$ 7.00	\$ -	\$ 7.00
133	300-255-01	183	PT LOT 1 1/2	0.22	0.22	0.089	MARCOVECCO HOLDINGS INC			\$ 8.00	\$ -	\$ 8.00
134	300-254-01	2 E.D.	9	0.27	0.37	0.159	ADAM JOSEPH WILHELM & MICHELLE LEE WARMEHOFEN			\$ 13.00	\$ -	\$ 13.00
135	300-253-01	2 E.D.	9	0.25	0.25	0.101	ROBERT STEPHEN & ROSE DALE HAINES			\$ 9.00	\$ -	\$ 9.00
136	300-252-01	2 E.D.	9	0.19	0.19	0.077	JACOB GIRARD & CHARLOTTE HILLIS			\$ 8.00	\$ -	\$ 8.00
137	300-252-01	2 E.D.	9	0.19	0.19	0.077	COREY WILLIAM & TAMMY MICHELLE LECLAIRE			\$ 8.00	\$ -	\$ 8.00
138	300-251-01	2 E.D.	9	0.19	0.19	0.077	ONT. ABORIGINAL HOUSING SUPPORT			\$ 8.00	\$ -	\$ 8.00
139	300-250-01	2 E.D.	9	0.19	0.19	0.077	MITSUHI YAMAMOTO			\$ 8.00	\$ -	\$ 8.00
140	300-249-01	2 E.D.	9	0.19	0.19	0.077	JOHN REID & BARBARA ANN POTTER			\$ 8.00	\$ -	\$ 8.00
141	300-248-01	2 E.D.	9	0.19	0.19	0.077	BRIAN EDWIN & DIANE STOCKTON			\$ 8.00	\$ -	\$ 8.00
142	300-247-01	2 E.D.	9	0.19	0.19	0.077	DAVID ENNE & MARIA INELEN FRESCH			\$ 8.00	\$ -	\$ 8.00

2nd Concession Branch of the Esseline Drain – Replacement of Farm Crossing

B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS										(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME					
143	300-7480	2 E D	9	0.18	0.18	0.077	ROBYN RAE LANGLOIS			\$ 0.00	\$ -	\$ 0.00
144	300-7450	2 E D	9		0.28	0.113	ROSEMARY & JOHN V PEDERSEN			\$ 0.00	\$ -	\$ 0.00
145	300-7440	2 E D	9		0.28	0.113	ABRAM & ANNA GIESBRECHT			\$ 0.00	\$ -	\$ 0.00
146	300-0003	2 E D	9	2.50	0.80	0.360	CONSERVATION AUTHORITY ESSEX			\$ 22.00	\$ -	\$ 22.00
147	290-3880	1 E D	10	1.20	1.20	0.488	CAROL ANNE & CATHY LYNN HARRISON			\$ 37.00	\$ -	\$ 37.00
148	290-3870	1 E D	10	0.80	0.80	0.358	MICHELE DI VINCENZO & MICHELLE HILL			\$ 27.00	\$ -	\$ 27.00
149	290-3870	1 E D	10	0.60	0.60	0.258	CHRISTOPHER KEINETH & MICHELLE RAE WEBSTER			\$ 27.00	\$ -	\$ 27.00
150	290-3870	1 E D	10	0.87	0.87	0.352	VICTOR MANUEL & MARIA NATALIA PEREIRA			\$ 27.00	\$ -	\$ 27.00
151	290-3870	1 E D	10	0.80	0.80	0.358	MARIA CONCEICCA & SILVESTRE FREITAS GONTARDE			\$ 27.00	\$ -	\$ 27.00
152	290-3870	1 E D	10	0.87	0.87	0.362	TONINO INGRATTA			\$ 27.00	\$ -	\$ 27.00
153	290-3870	1 E D	10	1.59	1.59	0.643	PETER & MARGARETHA NEUFELD			\$ 49.00	\$ -	\$ 49.00
154	290-3860	2 E D	10	0.24	0.24	0.097	STEVEN RONALD & VIKTORIA ANDREEVNA BARTEL			\$ 8.00	\$ -	\$ 8.00
155	290-3860	2 E D	10	0.25	0.25	0.101	MARK HAROLD & MARIANNE HOTZ WASTERNOFF			\$ 8.00	\$ -	\$ 8.00
156	290-3860	2 E D	10	0.25	0.25	0.101	HEINRICH KROEGER & SUSANA FRIESEN			\$ 8.00	\$ -	\$ 8.00
157	290-3860	2 E D	10	0.22	0.22	0.089	PETER & HELEN ELAINE STRAVATO			\$ 7.00	\$ -	\$ 7.00
158	290-3860	2 E D	10	0.22	0.22	0.089	JOHAN & HELENA FEHR			\$ 7.00	\$ -	\$ 7.00
159	290-3860	1801	21		0.81	0.368	BENJAMIN WILDE & TINA FRIESEN REDECOF			\$ 29.00	\$ -	\$ 29.00
160	290-3840	1801	22	0.18	0.18	0.073	DAVID WALL & ELIZABETH FRIESEN BRAUN			\$ 6.00	\$ -	\$ 6.00
161	290-3830	1801	23	0.18	0.18	0.073	DAVID WALL & ELIZABETH FRIESEN BRAUN			\$ 6.00	\$ -	\$ 6.00
162	290-3820	1801	24	0.18	0.18	0.073	DAVID LOPEZ & JILL ANNETTE GEDDES			\$ 6.00	\$ -	\$ 6.00
163	290-3810	1801	25	0.18	0.18	0.073	CARLOS SANTOS			\$ 6.00	\$ -	\$ 6.00
164	290-3800	1801	26		0.18	0.073	TONINO & GLORIA ELLEN DI MENNA			\$ 6.00	\$ -	\$ 6.00
165	290-3790	1801	27		0.18	0.073	AARON & MARGARETA WALL NEUFELD			\$ 6.00	\$ -	\$ 6.00
166	290-3780	1801	28		0.18	0.073	ABRAM NEUSTATER FRIESEN & HELENA HIEBERT BOSCHMA			\$ 6.00	\$ -	\$ 6.00
167	290-3770	1801	29	0.18	0.18	0.073	CLIFFORD JOSEPH & DOREEN ELAINE NEUTS			\$ 6.00	\$ -	\$ 6.00
168	290-3760	1801	30		0.18	0.073	KEVIN EARL & LORI JEAN CAVO			\$ 6.00	\$ -	\$ 6.00
169	290-3750	1801	57		0.19	0.077	DALE ANDREW & TANYA KAY DILLEN			\$ 6.00	\$ -	\$ 6.00
170	290-3740	1801	58	0.19	0.19	0.077	JASON WALL			\$ 6.00	\$ -	\$ 6.00
171	290-3730	1801	59	0.18	0.18	0.073	HEINRICH FRIESEN BERJEN			\$ 6.00	\$ -	\$ 6.00
172	290-3720	1801	60	0.19	0.19	0.073	GENARO RODRIGUEZ HERNANDEZ & KIM DENISE DEFOORIGU			\$ 6.00	\$ -	\$ 6.00
173	290-3710	1801	81	0.19	0.19	0.077	PETER BLOKKER			\$ 6.00	\$ -	\$ 6.00
174	290-3700	1801	82		0.19	0.077	ELS E KUBINEC			\$ 6.00	\$ -	\$ 6.00
175	290-3690	1801	83 Pt Lot 54		0.29	0.117	MURRAY HARTFORD			\$ 10.00	\$ -	\$ 10.00
176	290-3680	1801	85 Pt Lot 54		0.28	0.113	DENNIS LEE & MARY THERESA BROWN			\$ 9.00	\$ -	\$ 9.00
177	290-3670	1801	86	0.18	0.18	0.073	PETER ZACHARIAS & ELIZABETH ZACHARIAS BERGEN			\$ 6.00	\$ -	\$ 6.00
178	290-3660	1801	87	0.19	0.19	0.077	HELENA & VICTOR OUTRA ANDRADE			\$ 6.00	\$ -	\$ 6.00
179	290-3650	1801	88		0.19	0.077	PAULINO & ELENA MARCOVECHIO			\$ 6.00	\$ -	\$ 6.00
180	290-3640	1801	31	0.23	0.23	0.093	FREDERICK ALLAN & SANDRA ANN GRANT			\$ 8.00	\$ -	\$ 8.00
181	290-3630	1801	32	0.23	0.23	0.093	LAMEERT ROLIN & LORIE ANNE VYBENGA			\$ 8.00	\$ -	\$ 8.00
182	290-3620	1801	33	0.23	0.23	0.093	CORY ANDREW & HEATHER JENNIFER ANN LANIGAN			\$ 8.00	\$ -	\$ 8.00
183	290-3610	1801	34	0.23	0.23	0.093	VINCENZO & MARIA MASTRONARDI			\$ 8.00	\$ -	\$ 8.00
184	290-3600	1801	35	0.23	0.23	0.093	VELMA JANE NOVAK			\$ 8.00	\$ -	\$ 8.00
185	290-3590	1801	36	0.23	0.23	0.093	DOMENICO ANTONIO & ANTONIETTA MASSANISSO			\$ 8.00	\$ -	\$ 8.00
186	290-3580	1801	37	0.25	0.25	0.101	EMILIO MASSANISSO			\$ 9.00	\$ -	\$ 9.00
187	290-3570	1801	BLK C	1.28	1.28	0.518	KINGSVILLE TOWN			\$ 15.00	\$ -	\$ 15.00
188	290-3560	1801	38	0.19	0.19	0.077	ROBERT BRUCE MYLES & KAREN MARIE SCHILLER			\$ 7.00	\$ -	\$ 7.00
189	290-3550	1801	39	0.19	0.19	0.077	ETELVIR SOARES & FATMA FERNANDES FREITAS			\$ 7.00	\$ -	\$ 7.00
190	290-3540	1801	40	0.19	0.19	0.077	CHARLES GORDON & DONNA LOUISE GIRTY			\$ 7.00	\$ -	\$ 7.00
191	290-3530	1801	41	0.19	0.19	0.077	JOSEPH MICHAEL & ELIZABETH GERESH			\$ 7.00	\$ -	\$ 7.00
192	290-3520	1801	42	0.19	0.19	0.077	MARIO & THERESA CAPPELLI			\$ 7.00	\$ -	\$ 7.00
193	290-3510	1801	43	0.18	0.18	0.073	LEE FRANCIS & BRENDA GAY MILLER			\$ 6.00	\$ -	\$ 6.00

2nd Concession Branch of the Esseltine Drain – Replacement of Farm Crossing

B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS										
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME	(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
184	290-35000	1801	44		0.19	0.077	GUILLERMO & ELIZABETH WIEDE	\$ 8.00	\$ -	\$ 8.00
185	290-34900	1801	45	0.19	0.19	0.077	MATTHEW JAMES MCRAE	\$ 8.00	\$ -	\$ 8.00
186	290-34800	1801	46	0.19	0.19	0.077	JOSE VICENTE & AGUDA PACHECO	\$ 8.00	\$ -	\$ 8.00
187	290-34700	1801	47	0.19	0.19	0.073	CYNTHIA DENISE WARE	\$ 8.00	\$ -	\$ 8.00
188	290-34600	1801	48		0.19	0.077	BARBARA GRICE	\$ 8.00	\$ -	\$ 8.00
189	290-34500	1801	49		0.19	0.073	KATHARINA & ANNA REIMER	\$ 8.00	\$ -	\$ 8.00
190	290-34400	1801	50		0.19	0.073	DAVID ALVIN & MARY ELIZABETH TOEWS	\$ 8.00	\$ -	\$ 8.00
191	290-34300	1801	51		0.19	0.073	WILHELM & KATHAREN DYCK	\$ 8.00	\$ -	\$ 8.00
192	290-34200	1801	52	0.18	0.18	0.073	SHELDON VICTOR WIENS	\$ 8.00	\$ -	\$ 8.00
193	290-34100	1801	53	0.19	0.19	0.073	BERNHARD & ANNA FROESE	\$ 8.00	\$ -	\$ 8.00
194	290-34000	1801	54	0.19	0.19	0.073	RUDOLF & ELIZABETH BAUMANN	\$ 8.00	\$ -	\$ 8.00
195	290-33900	1801	55	0.19	0.19	0.073	FRANK CAPELLI	\$ 8.00	\$ -	\$ 8.00
196	290-33800	1801	56		0.21	0.085	ANNITA ASSUNTA MATTIA	\$ 7.00	\$ -	\$ 7.00
197	290-33700	1801	57		0.24	0.097	JENNIFER LYNN SMITH	\$ 8.00	\$ -	\$ 8.00
198	290-33600	1801	58	0.22	0.22	0.089	JOHAN FEHR & MARGARETHA FRIESEN	\$ 7.00	\$ -	\$ 7.00
199	290-33500	1801	59	0.22	0.22	0.089	MICHAEL STEVEN & SANDRA ELIZABETH STEIN	\$ 7.00	\$ -	\$ 7.00
200	290-33400	1801	60	0.22	0.22	0.089	WILHELM & KATHARINA HIEBERT	\$ 7.00	\$ -	\$ 7.00
201	290-33300	1801	61	0.22	0.22	0.089	JOHN & ALICE FRIESEN	\$ 7.00	\$ -	\$ 7.00
202	290-33200	1801	62	0.22	0.22	0.089	TREVOR MATTHEW BROWN & SHERI LYNN REEDIE	\$ 7.00	\$ -	\$ 7.00
203	290-33100	1801	63	0.22	0.22	0.089	ARTHUR JOHN & KEDONG TIESSEN	\$ 7.00	\$ -	\$ 7.00
204	290-33000	1801	64	0.21	0.21	0.085	HEINRICH REIMER & MARGARETHA FRIESEN	\$ 7.00	\$ -	\$ 7.00
205	290-32900	1801	65	0.21	0.21	0.085	JEREMY FLOYD & MINDY LEE COLEHUTT	\$ 7.00	\$ -	\$ 7.00
206	290-32800	1801	66		0.20	0.081	ANNA MARIA VALERI & ROSE SPADALIERI	\$ 8.00	\$ -	\$ 8.00
207	290-32700	1801	67	0.18	0.18	0.073	DAVID & JUSTINA FEHR	\$ 8.00	\$ -	\$ 8.00
208	290-32600	1801	68	0.18	0.18	0.073	KENNETH CARLYLE BRUNER	\$ 8.00	\$ -	\$ 8.00
209	290-32500	1801	69	0.19	0.19	0.073	DAVID MARTEN FRIESEN	\$ 8.00	\$ -	\$ 8.00
210	290-32400	1801	70	0.19	0.19	0.073	ABRAHAM WALL	\$ 8.00	\$ -	\$ 8.00
211	290-32300	1801	71	0.19	0.19	0.073	BENJAMIN & AGATHA BOSCHMAN	\$ 8.00	\$ -	\$ 8.00
212	290-32200	1801	72	0.18	0.18	0.073	RAYMOND MOISE KENNEDY	\$ 8.00	\$ -	\$ 8.00
213	290-32100	1801	73	0.18	0.18	0.073	ABRAM & KATHERINA DYCK	\$ 8.00	\$ -	\$ 8.00
214	290-32000	1801	74	0.18	0.18	0.073	ERCOLEO DI MEINA & VIOCCA JEFFERY	\$ 8.00	\$ -	\$ 8.00
215	290-31900	2 E.D.	11	0.51	0.51	0.208	722743 ONTARIO INC	\$ 11.00	\$ -	\$ 11.00
216	290-31800	1801	2		0.18	0.073	ICAO & ISABELTINA FERRO	\$ 8.00	\$ -	\$ 8.00
217	290-31700	1801	1		0.35	0.142	MILDRED BERYL HALL	\$ 12.00	\$ -	\$ 12.00
218	290-31600	2 E.D.	10		0.88	0.275	EVA HARMUS & JACOB HARMUS-DYCK	\$ 23.00	\$ -	\$ 23.00
219	290-31500	M182	Pt Lots 1 & 2		0.13	0.053	SELMA SUMARAH	\$ 5.00	\$ -	\$ 5.00
220	290-31400	M182	Pt Lot 2		0.80	0.243	JAMES MARTENS FRIESEN	\$ 21.00	\$ -	\$ 21.00
221	290-31300	M182	Pt Lot 2		0.74	0.280	T G & SON MARYETTING LTD	\$ 26.00	\$ -	\$ 26.00
222	290-31200	M182	Pt Lot 2		0.36	0.148	BRENDA LEE TAGGART	\$ 13.00	\$ -	\$ 13.00
223	290-31100	M182	Pt Lot 3		0.19	0.077	SARAH ANNE WYBENGA & SCOTT CAMPBELL INGLIS	\$ 7.00	\$ -	\$ 7.00
224	290-31000	M182	Lot 4 Pt Lot 3		0.72	0.281	DONALD STEWART & MARGARET JEAN DUNMORE	\$ 26.00	\$ -	\$ 26.00
225	290-30900	M182	Pt Lot 5	0.43	0.38	0.148	PETER & ELIZABETH FRIESEN	\$ 13.00	\$ -	\$ 13.00
226	290-30800	M182	Lot 8 Pt Lot 5		0.44	0.178	ANDREW KROSLAK & ASHLEY CHAUVIN	\$ 18.00	\$ -	\$ 18.00
227	290-30700	M182	Pt Lot 7 Lot 5		0.51	0.208	JOHN & MARIA FONTES	\$ 18.00	\$ -	\$ 18.00
228	290-30600	M182	Lot 15 Pt Lot 14		0.24	0.097	BERNHARD NEUFELD & HELENA DRIEDOR FRIESEN	\$ 9.00	\$ -	\$ 9.00
229	290-30500	M182	Lot 13 Pt Lot 14		0.15	0.061	BRIAN EDWARD & LISA MARLENE GALE	\$ 5.00	\$ -	\$ 5.00
230	290-30400	M182	12		0.27	0.109	JONATHAN GEORGE BADADA	\$ 10.00	\$ -	\$ 10.00
231	290-30300	M182	11		0.18	0.073	CARLOS MANUEL CORDEIRO	\$ 6.00	\$ -	\$ 6.00
232	290-30200	M182	10		0.20	0.081	PERRY THOMAS & LUCIA FATMA KENLEY	\$ 7.00	\$ -	\$ 7.00
233	290-30100	M182	9		0.19	0.077	SHAYNA LYNN & MARGARET JEAN MACKENZIE	\$ 7.00	\$ -	\$ 7.00
234	290-30000	M182	8		0.19	0.077	JARY STEWART & SHERA ANNE DUNMORE	\$ 7.00	\$ -	\$ 7.00

2nd Concession Branch of the Esseltine Drain – Replacement of Farm Crossing

B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS										(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME					
245	290-2000	M182	7		0.23	0.083	JAMES EDWARD & JUDY JEFFREY			\$ 8.00	\$ -	\$ 8.00
246	290-2000	M182	8		0.25	0.101	PETER & AGNETHA PENNER			\$ 9.00	\$ -	\$ 9.00
247	290-2000	M182	9		0.27	0.108	ANDREW ORR & CAROL ANN CARRUTHERS			\$ 10.00	\$ -	\$ 10.00
248	290-2040	M182	3	1.32	1.32	0.534	TONY & MICHELE ANNETTE DIMENIA			\$ 102.00	\$ -	\$ 102.00
249	290-2920	M182	5 to 8		0.30	0.121	GORDON JACOB & HEATHER MARILYN EPP			\$ 11.00	\$ -	\$ 11.00
250	290-2810	182	8 TO 14 PT	0.58	0.58	3.464	TRUSTEES OF CORNERSTONE CUMMUN			\$ 211.00	\$ -	\$ 211.00
251	290-2800	M182	7	0.23	0.20	0.081	HUMBERTO PAVAO			\$ 7.00	\$ -	\$ 7.00
252	290-2850	M182	8 Pt Lot 5	0.22	0.22	0.089	PASQUALE & JO ANNE ISABELLE MATTIA			\$ 8.00	\$ -	\$ 8.00
253	290-2880	M182	PT LOT 4 / 5	0.19	0.19	0.077	RENZE & MARJORIE ANN POSTMA			\$ 7.00	\$ -	\$ 7.00
254	290-2870	M182	Pt Lot 4	0.15	0.15	0.061	JAMES BISHOP & ADELAIDA LAGANO TAGA-OC			\$ 6.00	\$ -	\$ 6.00
255	290-2660	M182	Pt Lot 3 / 4	0.18	0.18	0.073	ROBERT & GWENDOLYN ULCH			\$ 7.00	\$ -	\$ 7.00
256	290-2850	M182	Pt Lots 2 & 3		0.35	0.142	DAWAYNE LARRY & KIM REINE TESKEY			\$ 13.00	\$ -	\$ 13.00
257	290-2810	2 ED	10	0.33	0.33	0.134	JOHN PENNER			\$ 12.00	\$ -	\$ 12.00
258	290-2800	2 ED	10	1.40	1.40	0.567	MICHELINA POLICELLA			\$ 52.00	\$ -	\$ 52.00
259	290-2780	2 ED	10	1.40	1.40	0.567	MAURINO SCAPES & BETTY JEAN FREITAS			\$ 52.00	\$ -	\$ 52.00
260	290-2780	2 ED	10	1.81	1.81	0.773	FRANCESCO & MARIA MASTRONARDI			\$ 71.00	\$ -	\$ 71.00
261	290-2770	2 ED	10	1.08	1.08	0.429	TONY & LINDA MASTRONARDI			\$ 38.00	\$ -	\$ 38.00
262	290-2760	2 ED	10		0.50	0.202	JACOB & ANNA FEHR			\$ 18.00	\$ -	\$ 18.00
263	290-2740	2 ED	10	0.35	0.35	0.142	DENNIS & LILLY REVE			\$ 13.00	\$ -	\$ 13.00
264	290-2740	2 ED	10	0.33	0.33	0.158	DENNIS & LILLY REVE			\$ 14.00	\$ -	\$ 14.00
265	290-2740	2 ED	10	0.47	0.47	0.180	MICHAEL JONATHAN DEL CIANCIO			\$ 17.00	\$ -	\$ 17.00
266	290-2350	2 ED	11	0.94	0.94	0.380	ABRAM & HELENA PENNER			\$ 35.00	\$ -	\$ 35.00
267	290-2340	2 ED	11	0.68	0.68	0.267	ROY WILLIAM HALL			\$ 24.00	\$ -	\$ 24.00
268	290-2320	2 ED	11	0.69	0.69	0.279	RICHARD HENRY ENNS			\$ 28.00	\$ -	\$ 28.00
269	290-2320	2 ED	11	0.69	0.69	0.279	HARRY GERO & GUGUELMINA KELLER			\$ 28.00	\$ -	\$ 28.00
270	290-2310	2 ED	11	0.73	0.73	0.295	DANIEL FAGUNDE CABRAL			\$ 27.00	\$ -	\$ 27.00
271	290-2300	2 ED	11	0.69	0.69	0.279	JEREMY MARTIN CHOIRDA			\$ 26.00	\$ -	\$ 26.00
272	290-2290	2 ED	11	0.69	0.69	0.279	NELSON DUTRA & KIMBERLY ELIZABETH ANDRADE			\$ 26.00	\$ -	\$ 26.00
273	290-2280	2 ED	11	0.69	0.69	0.279	JOHAN & JUSTINA DIESBRECHT			\$ 26.00	\$ -	\$ 26.00
274	290-2270	2 ED	11	0.69	0.69	0.279	ROBERT J PAUL GRAHAM			\$ 26.00	\$ -	\$ 26.00
275	290-2260	2 ED	10	0.40	0.40	0.162	JOHAN & ANITA HILDEBRAND			\$ 15.00	\$ -	\$ 15.00
276	290-2250	2 ED	10	0.34	0.34	0.138	RICHARD WAYNE & WINIFRED JEAN NEAL			\$ 13.00	\$ -	\$ 13.00
277	290-2240	2 ED	10	1.17	1.17	0.473	TONY & MICHELLE ANNETTE DIMENIA			\$ 43.00	\$ -	\$ 43.00
278	290-2240	2 ED	10	1.28	1.28	0.510	DINO & VERA DIMENIA			\$ 47.00	\$ -	\$ 47.00
279	290-2230	12M585	28	0.30	0.30	0.120	DOMENICO MUCCI			\$ 2.00	\$ -	\$ 2.00
280	290-2230	12M585	25	2.01	2.01	0.813	DOMENICO MUCCI			\$ 11.00	\$ -	\$ 11.00
281	290-2230	12M585	23	0.21	0.21	0.084	1552843 ONTARIO LTD			\$ 7.00	\$ -	\$ 7.00
282	290-2230	12M585	22	0.20	0.20	0.082	CHARLIE & N COLE EVA ABDEL-MASSIH			\$ 7.00	\$ -	\$ 7.00
283	290-2230	12M585	21	0.38	0.38	0.145	DONALD FURTADO & DIANE DASILVA QUADROS			\$ 12.00	\$ -	\$ 12.00
284	290-2230	12M585	20	0.28	0.28	0.112	DAVID THIESSEN & MARIA BARTSCH REIMER			\$ 9.00	\$ -	\$ 9.00
285	290-2230	12M585	16	0.38	0.38	0.156	BRIAN EDWIN & DIANE STOCKTON			\$ 13.00	\$ -	\$ 13.00
286	290-2230	12M585	16	0.23	0.20	0.082	JASON WALSON & MILA ELENA REPER			\$ 7.00	\$ -	\$ 7.00
287	290-2230	12M585	17	0.21	0.21	0.084	LUIS & HELIA MORAZ			\$ 7.00	\$ -	\$ 7.00
288	290-2230	12M585	18	0.22	0.22	0.088	1552843 ONTARIO LTD			\$ 7.00	\$ -	\$ 7.00
289	290-2230	12M585	15	0.23	0.20	0.079	1552843 ONTARIO LTD			\$ 7.00	\$ -	\$ 7.00
290	290-2230	12M585	14	0.23	0.20	0.079	1552843 ONTARIO LTD			\$ 7.00	\$ -	\$ 7.00
291	290-2230	12M585	13	0.21	0.21	0.085	ADAM HERBERT & SANDRA ISABEL PILLOH			\$ 7.00	\$ -	\$ 7.00
292	290-2230	12M585	12	0.24	0.24	0.097	1552843 ONTARIO LTD			\$ 9.00	\$ -	\$ 9.00
293	290-2230	12M585	11	0.23	0.23	0.092	1552843 ONTARIO LTD			\$ 9.00	\$ -	\$ 9.00
294	290-2230	12M585	10	0.30	0.30	0.122	1552843 ONTARIO LTD			\$ 10.00	\$ -	\$ 10.00
295	290-2230	12M585	9	0.34	0.34	0.137	SUSY BRANCO TEIXEIRA			\$ 11.00	\$ -	\$ 11.00

2nd Concession Branch of the Esseltine Drain – Replacement of Farm Crossing

B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS										
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME	(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
298	290-22317	12M585	8	0.34	0.34	0.138	1552843 ONTARIO LTD	\$ 11.00	\$ -	\$ 11.00
297	290-22316	12M585	7	0.30	0.30	0.121	COMENICO MUCCI	\$ 10.00	\$ -	\$ 10.00
298	290-22315	12M585	6	0.20	0.20	0.080	MICHAEL DIAB & DEANNA ETHEL MATHIES	\$ 8.00	\$ -	\$ 8.00
299	290-22314	12M585	5	0.24	0.24	0.095	LOUIS CARLOS & REBECCA ANNE RODRIGUES	\$ 8.00	\$ -	\$ 8.00
300	290-22313	12M585	4	0.21	0.21	0.085	KEVIN & JENNY MELISSA CARDOSO	\$ 7.00	\$ -	\$ 7.00
301	290-22312	12M585	3	0.20	0.20	0.079	STEPHEN & MICHELLE LYNNIE MARCOVECCHIO	\$ 6.00	\$ -	\$ 6.00
302	290-22311	12M585	2	0.20	0.20	0.078	KEITH & SHARON BOEHME	\$ 8.00	\$ -	\$ 8.00
303	290-22310	12M585	1	0.27	0.27	0.100	1552843 ONTARIO LTD	\$ 7.00	\$ -	\$ 7.00
304	290-22309	2 E D	9 & 10	0.25	0.25	0.102	EVA KRAHN	\$ 9.00	\$ -	\$ 9.00
305	290-22308	2 E D	10	0.87	0.87	0.351	RUTHVEN MONTESSORI ACAD INC	\$ 22.00	\$ -	\$ 22.00
306	290-22200	2 E D	11	2.55	2.55	1.032	817812 ONTARIO LIMITED	\$ 198.00	\$ -	\$ 198.00
307	290-22102	2 E D	11	0.80	0.80	0.313	782742 ONTARIO INC - FRANCO PORRONE	\$ 21.00	\$ -	\$ 21.00
308	290-22101	2 E D	11	0.82	0.82	0.321	FRANCO & CRISTINA PORRONE	\$ 33.00	\$ -	\$ 33.00
309	290-22050	2 E D	11	0.58	0.58	0.228	MARY PORRONE	\$ 20.00	\$ -	\$ 20.00
310	290-22020	2 E D	11	0.17	0.17	0.068	JOHN GEORGE & MADELINE MUNRO	\$ 8.00	\$ -	\$ 8.00
311	290-22000	2 E D	11	0.17	0.17	0.068	JUAN LOEVEN & ELISABETH DYCK	\$ 8.00	\$ -	\$ 8.00
Total Affected Lands				163.86	163.86					
Total Assessment on Privately Owned Non-Agricultural Lands (Not Grantable)								\$ 6,073.00	\$ -	\$ 6,073.00

C) PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)										
ENTRY NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	ACRES OWNED	ACRES AFFTD	HECTARES AFFTD	OWNERS NAME	(SECTION 23) VALUE OF OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
312	340-05200	3 E D	PW1/2 lot 10	4.45	2.59	1.048	GIOVANNI & ANITA COLASANTI	\$ 32.00	\$ -	\$ 32.00
313	340-05100	3 E D	PW1/2 lot 10	4.50	2.82	1.182	PIETRO & ITALIA COLASANTI	\$ 35.00	\$ -	\$ 35.00
314	340-04100	3 E D	PS1/2 lot 11	31.25	31.25	12.847	JOHN DAVID & JENNIFER LYNNETTE FITTLER	\$ 435.00	\$ -	\$ 435.00
315	340-04000	3 E D	PS1/2 lot 11	18.19	8.00	2.023	JOHN DAVID & JENNIFER LYNNETTE FITTLER	\$ 93.00	\$ -	\$ 93.00
316	340-04100	3 E D	PS1/2 lot 11	27.84	14.00	5.609	WALTER RICHARD & MARLENE ELIZABETH ANN HOCH DICK	\$ 122.00	\$ -	\$ 122.00
317	300-32500	2 E D	8	43.26	7.12	2.883	817885 ONTARIO LIMITED	\$ 87.00	\$ -	\$ 87.00
318	300-32200	2 E D	8	1.84	1.84	0.765	FXCAL IRUP PLASTICS LTD	\$ 197.00	\$ -	\$ 197.00
319	290-38700	1 E D	10 & 11	47.78	34.10	13.800	MUCCI FARMS LTD	\$ 3,359.00	\$ 78,000.00	\$ 81,359.00
320	290-30800	182	8 Pt Lots 7 / 9	3.30	3.30	1.335	ERCOLE DIMENNA	\$ 278.00	\$ -	\$ 278.00
321	290-28400	2 E D	10	3.81	3.81	1.542	CANNY & JOHNNY R VESPA	\$ 68.00	\$ -	\$ 68.00
322	290-28300	2 E D	10	2.88	2.88	1.165	GIOVANNI & FRANCESCA VESPA	\$ 73.00	\$ -	\$ 73.00
323	290-28200	2 E D	10	17.60	17.60	7.123	FRANCESCO & MARIA MASTRONARDI	\$ 217.00	\$ -	\$ 217.00
324	290-27700	2 E D	10	2.27	2.27	0.918	ISAAC & HELENA NEUFELD	\$ 68.00	\$ -	\$ 68.00
325	290-27500	2 E D	10	3.48	3.48	1.406	BERNARD WEBER & ELIZABETH WEBER FRIESEN	\$ 314.00	\$ -	\$ 314.00
326	290-27350	2 E D	10	3.73	3.73	1.510	MUCCI PAC LTD	\$ 389.00	\$ -	\$ 389.00
327	290-27300	2 E D	10 & 11	18.00	18.00	6.475	RUTHVEN INDUSTRIAL PARK CORPORATION	\$ 559.00	\$ -	\$ 559.00
328	290-27200	2 E D	10 & 11	33.80	33.80	13.598	RUTHVEN INDUSTRIAL PARK CORPORATION	\$ 415.00	\$ -	\$ 415.00
329	290-27200	2 E D	10 & 11	30.06	30.06	12.165	TONY & MICHELE ANNETTE DIMENNA	\$ 371.00	\$ -	\$ 371.00
330	290-27100	2 E D	11	35.00	35.00	14.184	CAROLYN JEAN STOCKWELL	\$ 410.00	\$ -	\$ 410.00
331	290-27000	2 E D	11	25.53	4.30	1.739	SUN GRO FARMS INC	\$ 27.00	\$ -	\$ 27.00
332	290-23300	2 E D	11	3.45	1.74	0.703	871174 ONTARIO LIMITED	\$ 11.00	\$ -	\$ 11.00
333	290-23300	2 E D	11	10.84	4.82	1.970	ERIC & CINDY ZIMMER	\$ 129.00	\$ -	\$ 129.00
334	290-22400	2 E D	10 & 11	20.78	20.78	8.410	TONY & MICHELE ANNETTE DIMENNA	\$ 854.00	\$ -	\$ 854.00
335	290-22300	2 E D	10	21.37	21.37	8.648	COMENICO MUCCI	\$ 228.00	\$ -	\$ 228.00
336	290-22100	2 E D	11	42.44	42.44	17.175	CRISTINA PORRONE	\$ 522.00	\$ -	\$ 522.00
337	290-18200	1 E D	11	72.49	23.23	9.401	MUCCI FARMS LTD	\$ 5,102.00	\$ -	\$ 5,102.00
Total Affected Lands				368.88	149.263					
Total Assessment on Privately Owned Agricultural Lands (Grantable)								\$ 14,377.00	\$ 78,000.00	\$ 92,377.00

2nd Concession Branch of the Esseltine Drain – Replacement of Farm Crossing

TOTAL ASSESSMENT FOR SECTIONS A, B, C & D	\$ 22,000.00	\$ 78,000.00	\$ 100,000.00
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SUMMARY FOR TOTAL LANDS AFFECTED

A) Municipal Lands	36.56 Acres	14.844 Hectares
B) Non-Agricultural Lands	163.85 Acres	62.163 Hectares
C) Agricultural Lands	366.90 Acres	149.263 Hectares
Total Lands Affected:	567.31 Acres	226.270 Hectares
1 Hectare = 2.471 Acres		

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

6. CITATION

This by-law comes into force on the passing thereof and may be cited as the "Bridge over the 2nd Concession Branch of the Esseltine Drain – Mucci Farms Ltd. [290-38700]" by-law.

**READ A FIRST AND SECOND TIME AND PROVISIONALLY ADOPTED
THIS 13th DAY OF MARCH, 2017.**



MAYOR, Nelson Santos



CLERK, Jennifer Astrologo

**READ A THIRD TIME AND FINALLY PASSED ON THIS DAY OF
2017.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 41 - 2017

Being a By-law authorizing the entering into of an Agreement with the partnership known as Community Farmers' Market (for the use of a portion of the parkette south of 28 Division St. South, Kingsville for the purpose of operating a Farmers' Market)

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 Agreement with Community Farmers' Market for the use of a portion of the parkette south of 28 Division St. South, Kingsville for the purpose of operating a Farmers' Market.

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

1. **THAT** the Town enters into and executes with Community Farmers' Market an Agreement attached hereto as Schedule "A" and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule "A".
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 8th day of May, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

AGREEMENT

THIS AGREEMENT made this day of May 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(the “Town”)

- and -

COMMUNITY FARMERS’ MARKET

(the “Organizer”)

WHEREAS the Organizer has applied for the right to use a certain portion of property owned by the Town for the purposes of operation of a food market at which local farmers sell fruit and vegetables, meat, cheese, and bakery products directly to consumers (the “Farmers’ Market”) and the Town has agreed to grant the Organizer such right on the terms and conditions contained in this Agreement.

NOW THEREFORE this Agreement witnesseth that in consideration of the use of the said portion of the right of way and the obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Town and Organizer hereby agree as follows:

Recitals

1. The recitals as set out above are true in substance and in fact and all terms referenced therein are incorporated into and form part of this Agreement.

Term

2. This Agreement shall extend for a period of five (5) years commencing the 2017 season through to and including the 2021 season, and grants the Organizer a licence to use property as described in Schedule “A” to operate a Farmers’ Market during the dates and times more particularly described in provision 3, below.

Grant

3. The Town hereby grants to the Organizer a licence to use that portion of the grassy area or “parkette” located immediately to the south of the property municipally known as 28 Division Street South, Kingsville, Ontario as more particularly depicted in Schedule “A” (the “Subject Property”) attached hereto and forming part of this Agreement for the purposes of operating the Farmers’ Market

and for no other purpose on the following days and between the following times for 2017:

Days: Each and every Saturday commencing on the 20th day of May 2017 to and including the 7th day of October 2017

Time: 7:00 a.m. to 3:00 p.m.

And for 2018 to 2021 inclusive:

Days: Each and every Saturday commencing no earlier than the 2nd Saturday of May to and including the 2nd Saturday in October.

Time: 7:00 a.m. to 3:00 p.m.

Covenants of the Organizer

4. The Organizer covenants and agrees with the Town as follows:

- a) The Organizer shall abide by all by-laws, laws, regulations, orders and ordinances of any federal, provincial and municipal authorities and public bodies having jurisdiction and shall indemnify the Town against any and all damages, charges, actions or costs resulting from any non-compliance. Without limiting the generality of the foregoing, the Organizer shall:
 - i) meet or exceed the requirements of the Windsor Essex County Health Unit for the handling of food;
 - ii) comply with the Town's Alcohol Risk Management Policy, as may be amended from time to time;
 - iii) remove from the Subject Property all products used in the preparation of food such as charcoal, oil and grease, in properly sealed containers, without depositing the materials on the ground or in the trash receptacles provided by the Town;
 - iv) ensure that there are no open fires nor cooking beneath any tent; and
 - v) not do or permit anything to be done on, around or in relation the Subject Property, or bring or keep anything thereon which may in any way increase or cause environmental contamination, adverse environmental effects, or which may be in contravention with *The Environmental Protection Act*, R.S.O. 1990, c.E. 19 as amended, or any other federal, provincial or municipal legislation, regulation ordinances or rules regarding environmental protection. The Organizer shall be solely and entirely responsible for the clean-up and repair of any environmental damage, or adverse effects arising as a result of the breach of the covenants herein contained.

- b) The use of the Subject Property and/or the operating of the Farmers' Market shall:
- i) not interfere with the entrance to any building; pedestrian crossing areas or designated accessible parking or passenger pick-up and drop-off areas; nor with commercial loading zones; and
 - ii) in no way obstruct vehicular or pedestrian traffic and the adjacent sidewalk shall not be encumbered by queuing of the Organizer's patrons, or advertising objects, or by anything else which may impede pedestrian passage or the passage of wheelchairs and permitted motorized devices and for greater certainty.
- c) The Organizer shall have the right to use the parking lot adjacent to the Subject Property municipally known as 11 Pearl Street West, Kingsville, Ontario for the delivery and pick up of chattels, equipment and goods to the Subject Property only between the following hours:

7:00 a.m. to 8:30 a.m.
2:00 p.m. to 3:00 p.m.

Notwithstanding the foregoing, such right to use shall not extend to any parking area designated for the exclusive use of the Business Improvement Area Board of Management and/or visitors to the Carnegie Arts and Visitor Centre.

- d) Subject to subsection 4(c), vehicles belonging to customers of the Farmers' Market or the public in general shall have use of the parking lot adjacent to the Subject Property municipally known as 11 Pearl Street West, Kingsville, Ontario for the purpose of vehicular parking only. Delivery vehicles and other vehicles otherwise associated with the Organizer shall be parked in the parking lot located at 21 Mill Street West, Kingsville, Ontario.
- e) The Organizer shall have the right to use the two hydro outlets located on the south side of the exterior of the building located at 28 Division Road South.
- f) The Organizer shall not do, suffer or permit to be done any act or thing upon or above the Subject Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Subject Property or to the public generally.
- g) The Organizer shall not make any improvements or alterations to the Subject Property without the prior written consent of the Town, which consent may be arbitrarily or unreasonably withheld. Any improvements or alterations made by the Organizer in accordance with this Agreement shall be at the sole risk, cost and expense of the Organizer and shall be made to the sole satisfaction of the Town.
- h) Unless consent in writing has been provided by the Town to the Organizers,

the Organizer shall not place in, on or attach anything to trees, utility poles, light standards, receptacles, furniture or property owned by either the Town or the Kingsville Business Improvement Area Board of Management. Notwithstanding the foregoing, the Organizers may on those days that the Farmers' Market is held, place one sandwich board sign advertising the Farmers' Market on the sidewalk adjacent to the locations municipally known as:

1 Main Street West, Kingsville
2 Main Street East, Kingsville

which sign shall not have a height greater than 3 feet or a width greater than 2.5 feet.

- i) The Organizer shall, at its own expense:
 - i) return the Subject Property to the Town in the same condition as it was received by the Organizer, including, but not limited to replacing any trees, plantings and/or turf damaged by the Organizer in relation to the use of the Subject Property or the operating of the Farmers' Market;
 - ii) have an effective on-site recycling plan for the Farmers' Market;
 - iii) provide adequate washroom facilities to service the anticipated number of participants and attendees;
 - iv) ensure that all fire hydrants remain unobstructed at all times;
 - v) keep the Subject Property clean and keep the adjacent property clear of refuse and debris;
 - vi) provide and maintain any chattels and equipment, including but not limited to furnishings, umbrellas and tents for the purposes of the operating of the Farmers' Market;
 - vii) ensure that any chattels and equipment brought onto the Subject Property are sufficiently maintained, affixed, or weighted to prevent their being lifted or carried by wind and shall not overhang outside of the Subject Property or obstruct visibility on the adjacent sidewalk or property;
 - viii) remove all chattels, equipment, and goods, debris, refuse and recycling from the Subject Property at the end of each day;
 - ix) ensure that there are adequate persons in place to maintain and manage the Farmers' Market, including, but not limited to the following:
 - i. to maintain the Subject Property and monitor the pick-up of all refuse and recycling materials;

- ii. to manage stands, concessions, and other saleable item tables or stands; and
 - iii. to manage and coordinate deliveries, parking, and parking lot(s) where applicable.
 - j) The Town shall be entitled to inspect the Subject Property at any time to ensure compliance with this Agreement.
5. Notwithstanding any specific reference made herein, in the event that the Organizer fails to do anything required of it under this Agreement, the Town has the right to perform such activity and the Organizer shall be responsible to the Town for the cost of the performance.

Indemnity Deposit

6. Upon the execution of this Agreement, the Organizer shall provide an indemnity deposit to the Town in an amount of one thousand dollars (\$1,000.00) in the form of a cheque which cheque shall be retained by the Town without interest, and cashed only to meet all or a portion of the cost and expenses of performing any activity that the Organizer has failed to perform and/or remediating or repairing any damage to the Town Property caused as a result of the execution of this Agreement or any action taken or things done or maintained by virtue hereof; or the exercise in any manner of rights arising hereunder.
7. Following the expiry of the rights granted under this Agreement, and, upon request of the Town, the indemnity deposit, less any costs and expenses of performing any activity that the Organizer has failed to perform and/or remediating or repairing any damage to the Town Property shall be refunded by the Town, however, if the costs or performance, remediation or repair exceed the amount of the indemnity deposit, the Organizer shall be responsible to pay the deficiency to the Town.

Release, Indemnity and Insurance

8. The Organizer hereby releases and holds harmless the Town its directors, officers, employees, agents and appointed officials, of and from all actions, causes of action, suits, claims and demands of every nature and kind arising out of the execution of this Agreement or any action taken or things done or maintained by virtue of this Agreement or the exercise in any manner of rights arising hereunder.
9. The Organizer shall at all times indemnify and save harmless the Town its directors, officers, employees, agents and appointed officials from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof; or the exercise in any manner of rights arising hereunder.

10. The Organizer shall obtain and keep in force Commercial General Liability Insurance underwritten by an insurer licensed to conduct business in the province of Ontario and including the following:
- a) a limit of liability in the amount of \$5 million per occurrence;
 - b) the Town named as an additional insured;
 - c) a provision for cross liability in respect of the named insured;
 - d) non-owned automobile coverage with a limit of \$5 million per occurrence;
 - e) products and completed operation coverage (broad form) with a limit of \$5 million per occurrence;

and provide a copy of a Certificate of Insurance to the Town upon request.

Termination

11. If the Organizer is in breach of any of the terms of this Agreement, the Town may, at its option, immediately terminate this Agreement.
12. If the Town exercises its right to terminate this Agreement, the Town shall not be liable in any way to compensate the Organizer for any loss, costs, or damages which may be suffered by the Organizer or by any person claiming under the Organizer by reason of such termination.

Notice

13. Any notice required to be given under this Agreement shall be in writing and provided by way of:
- a) hand delivery, in which case notice shall be effective on the date of delivery;
 - b) electronic mail, in which case notice shall be effective on the day on which the electronic mail is received; or
 - c) regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

to the Town at: 2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

Email Address: jastrologo@kingsville.ca

to the Organizer at: c/o Cherrin Meleg
614 Malo Street
Kingsville, ON
N9Y 3G6

Email Address: cherrinmeleg1@gmail.com

General

14. The Organizer shall not assign this Agreement or the use of the Subject Property without the written consent of the Town, which consent may be arbitrarily withheld in the sole and unfettered discretion of the Town.
15. This Agreement may not be amended or modified except by a written instrument executed by all parties.
16. Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
17. If any portion of this Agreement shall be held to be invalid or unenforceable by a court or forum of competent jurisdiction, the remaining portions of this Agreement shall remain in effect and enforceable.
18. Waiver by any party of any violation or breach of this Agreement in any instance shall not be taken or held to be a waiver of any subsequent violation or breach or as a waiver of the provision itself that is breached, nor shall any delay or omission on the part of any party to exercise any right arising from such violation or breach alter or impair that party's right as to the same or any future violation or breach. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by the party which expressly waives a right, power or condition under this Agreement.
19. This Agreement shall be binding upon and ensure to the benefit of the parties to it, and their respective heirs, personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above-written, as attested by the hand of its duly authorized officers in that behalf.

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

Per: _____
Nelson Santos, Mayor

Per: _____
Jennifer Astrologo, Clerk

COMMUNITY FARMERS' MARKET

Per: _____
Cherrin Meleg

Per: _____
Claudio Adragna

We have the authority to bind the Organization

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 56-2017

***Being a By-law to exempt certain lands
from Part Lot Control
(Millbrook Subdivision, Stage II Phase 1 – Plan 12M-552)***

WHEREAS the Planning Act, R.S.O. 1990 c.P.13, as amended, provides that part-lot control shall apply where land is within a plan of subdivision registered before or after the coming into force of the Act;

AND WHEREAS Subsection 7 of Section 50 of the said Planning Act provides that the council of a municipality may by by-law provide that part-lot control does not apply to land that is within such registered plan or plans of subdivision or parts thereof as is or are designated in the by-law, and where the by-law is approved by the planning authority, Subsection 5 of Section 50, ceases to apply to such land;

AND WHEREAS it is deemed desirable that the provisions of Subsection 5 of Section 50 of the Planning Act shall not apply to certain lands that are within Registered Plan 12M-552, in the Town of Kingsville;

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

1. That Subsection 5 of Section 50 of the Planning Act, R.S.O. 1990, c.P.13, does not apply to those parts of the registered plan described as follows:

All and singular those certain parcels or tracts of land and premises lying and being in the Town of Kingsville, being Lots 74-79, on Plan 12M-552, locally known as 1, 3, 5, 7, 9 & 11 Woodland Street.

2. That the development of the lands more particularly described in Section 1 of this by-law shall only be by way of descriptions of lands on a registered Reference Plan, which Reference Plan has been duly approved by the Corporation.
3. This by-law shall expire on May 8, 2020.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 8th day of May, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NUMBER 57-2017

***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 73 of By-law 1-2014 is hereby amended by removing the Holding symbol (h) on lands known municipally as Part of Block A, Plan 424, Part 1, RP 12R 23854 as shown on Schedule 'A' cross-hatched attached hereto from 'General Commercial – Holding (C4 (h))' to 'General Commercial (C4)'
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 36 of the Planning Act.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th DAY OF MAY, 2017.

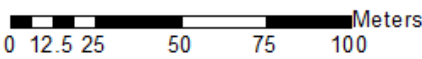
NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

Schedule 'A'



Part of Block A, Plan 424
Part 1, RP 12R 23854
Zoning By-law Amendment ZBA/09/17



Schedule "A", Map 73 of By-law 1-2014 is hereby amended by changing the zone symbol as shown on Schedule 'A' in cross-hatch attached hereto from 'General Commercial - holding (C4 (h))' to 'General Commercial (C4)'

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 59 - 2017

Being a By-law authorizing the entering into of a Professional Services Agreement with Stantec Consulting Ltd. for the Park Street Reconstruction Project (Stantec File: 165681083-001)

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 Agreement with Stantec Consulting Ltd. for the Park Street Reconstruction Project.

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

1. **THAT** the Town enters into and executes with Stantec Consulting Ltd. a Professional Services Agreement for the Park Street Reconstruction Project attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule “A”.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 8th day of May, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 60 - 2017

***Being a By-law to confirm the proceedings of the
Council of The Corporation of the Town of Kingsville at its
May 8, 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 May 8, 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 8th day of May, 2017.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo