



**REGULAR MEETING OF COUNCIL  
AGENDA**

**Monday, September 11, 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. Certificate of Recognition presentation by Mayor Santos to Neleh Cichon, a member of The War Amps Child Amputee Program (CHAMP)

**F. AMENDMENTS TO THE AGENDA**

**G. ADOPTION OF ACCOUNTS**

1. Town of Kingsville Accounts for the monthly period ended August 31, 2017 being TD cheque numbers 0062819 to 0063082 for grand total of \$1,117,208.83

1

**Recommended Action**

That Council approve Town of Kingsville Accounts for the monthly period ended August 31, 2017 being TD cheque numbers 0062819 to 0063082 for grand total of \$1,117,208.83

**H. STAFF REPORTS**

- 1. Residential Service Line Coverage** 27  

S. Zwiers, Director of Financial Services (R. McLeod, Manager of Municipal Services will be in attendance to present the report)

**Recommended Action**  
That council receive this report for information and direct administration to educate the public about flooding prevention resources through our various communication channels.
- 2. Kings Landing Demolition** 42  

T. Del Greco, Manager of Municipal Facilities and Property

**Recommended Action**  
Recommend Council approve the proposal submitted by Gagnon Demolition Inc. in the amount of \$64,460.00 and proceed with the demolition and site cleanup of the former Kings Landing Restaurant.
- 3. Kings Landing Rebuild – Exterior Design** 44  

T. Del Greco, Manager of Municipal Facilities and Property

**Recommended Action**  
Recommend Council provide direction as to the preferred design selection with respect to the Kings Landing rebuild.
- 4. Clean Water and Wastewater Funding (CWWF) Project Approval** 52  

A. Plancke, Director of Municipal Services (K. Girard, Manager of Municipal Services will be in attendance to present the Report)

**Recommended Action**  
To authorize administration to complete and submit the required CWWF forms through the Ministry of Infrastructure as applicable and to,  
  
Approve the OCWA Proposal for the Engineering, Procurement and Construction of the CWWF Funded Projects dated August 15, 2017 and authorize Administration to enter into an agreement with OCWA for these services.
- 5. 2018 CWATS Applications** 144  

K. Girard, Manager of Municipal Services

**Recommended Action**  
That Council receives the update with respect to the active transportation projects in the Town of Kingsville and that Council endorse the 2018 CWATS applications for Kings 8, Kings 13A and Kings 13B.
- 6. PLC//03/17 – Exemption from Part Lot Control 1156722 Ontario Ltd. 250, 254, 258, 262, 266, 270 & 274 Serena Street Lots 38 – 44 (inclusive), Plan 12M 605** 148  

D. French, Interim Town Planner (R. Brown, Manager of Planning and

Development Services will present the Report)

**Recommended Action**

It is recommended that Council: Enact Part Lot Control Exemption By-law 84-2017 to allow Lots 38 to 44 (inclusive) on Plan 12M 605 to be exempt from Section 50(5) of the Planning Act, and Direct administration to forward By-law 84-2017 and the Part Lot Control Exemption application to the County of Essex for final approval.

**7. Council Vacancy Policy 153**

J. Astrologo, Director of Corporate Services/Clerk

**Recommended Action**

That Council approve the Council Vacancy Policy (CS-017) and provide direction on which method is to be used to fill the vacancy left by Councillor McIntyre's resignation.

**8. Cottam Revitalization Committee – Terms of Reference 168**

P. Van Mierlo-West, CAO

**Recommended Action**

That the attached Terms of Reference for the Cottam Revitalization Committee be approved; and that advertising for resident positions begin immediately.

**I. BUSINESS/CORRESPONDENCE-ACTION REQUIRED**

**1. Gosfield North Sportsmen Association-Correspondence dated August 23 2017 RE: 2017 Pheasant Release Program 171**

**Recommended Action**

Council authorize the continuation of the Town of Kingsville's partnership with the Gosfield North Sportsmen Association in its Pheasant Release Program by contributing the licence fees collected for the 2017 hunting season.

**J. MINUTES OF THE PREVIOUS MEETINGS**

**1. Regular Meeting of Council--August 28, 2017 173**

**Recommended Action**

That Council adopt Regular Meeting of Council Minutes dated August 28, 2017.

**2. Regular 'Closed Session' Meeting of Council--August 28, 2017**

**Recommended Action**

That Council adopt Regular 'Closed Session' Meeting of Council Minutes dated August 28, 2017.

## **K. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

- 1. Committee of Adjustment Meeting Minutes--June 20, 2017** 185

### **Recommended Action**

That Council receive Committee of Adjustment Meeting Minutes dated, June 20, 2017.

- 2. Planning Advisory Committee Meeting--June 20, 2017** 189

### **Recommended Action**

That Council receive Planning Advisory Committee Meeting Minutes dated, June 20, 2017.

## **L. BUSINESS CORRESPONDENCE - INFORMATIONAL**

- 1. Ed Cornies, Resident--Correspondence received August 24, 2017 RE: Comments on the Proposed Mettawas Park Pavilion** 197

- 2. Essex-Windsor Solid Waste Authority--Invitation to tour the Essex-Windsor Regional Landfill Site, dated August 25, 2017** 199

- 3. Town of Tecumseh--Correspondence to Windsor Essex County Environment Committee from L. Moy, Director of Corporate Services/Clerk dated August 18, 2017** 200

- 4. Town of Tecumseh--Correspondence to Rick Nicholls, MPP Chatham-Kent-Essex RE: Bill 94, Proposed Amendments to Highway Traffic Act and Pilot Project** 218

- 5. Township of Oro-Medonte--Correspondence of Mayor Hughes to Premier Wynne RE: Ontario's Wildlife Damage Compensation Program, dated August 24, 2017** 220

- 6. Migration Hall--Letter of thanks received from Stephanie Allen Santos on behalf of The Cast and Crew of 'OLIVER!' and The Migration Hall Board of Directors** 222

- 7. National Airlines Council of Canada--Correspondence from President and CEO M. Bergamini, received August 31, 2017 RE: Airport Privatization** 223

### **Recommended Action**

That Council receive Business Correspondence-Informational items 1-7.

## **M. NOTICES OF MOTION**

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

That Council and Administration enter into discussions with the Kingsville Community Church regarding Canada Day 2018 as to options and opportunities that may exist.

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



That Council again ask staff to obtain and install a Christmas tree at Carnegie Parkette prior to the Santa Parade of November 18.

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

That Committee Members not be paid for Committee Meetings which last 15 minutes or less.

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

As part of the pending Town of Kingsville Official Plan 5 yr review staff be directed to incorporate policies for Prince Albert St. North which limit the type of residential development to single detached dwellings consistent with the predominant form of development in the area.

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

**O. BYLAWS**

**1. By-law 84-2017 232**

Being a By-law to exempt certain lands from Part Lot Control (Bernath Gardens Subdivision - Plan 12M-605)

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

**2. By-law 91-2017 233**

Being a By-law authorizing the entering into of a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Clean Water and Wastewater Fund (CWWF) (Ontario) (Infrastructure Ontario File No. Kingsv-Tn 37008)

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

**P. CONFIRMATORY BY-LAW**

**1. By-law 95-2017 234**

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its September 11, 2017 Regular Meeting

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

**Q. ADJOURNMENT**



**Town of Kingsville  
Council Summary Report  
2017**

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

**Department Summary:**

Dept. No.	Department Name	Amount
	Credit Card Transactions	\$ 3,484.71
000	Default - Clearing	\$ 21,241.34
110	Council	\$ 755.43
112	General Administration	\$ 37,809.69
114	Information Technology	\$ 19,433.45
120	Animal Control	\$ 920.00
121	Fire	\$ 30,313.67
122	OPP	\$ 259,795.10
124	Building	\$ 4,182.90
130	Transportation - Public Works	\$ 282,533.67
131	Sanitation	\$ 51,561.68
151	Cemetery	\$ 7,888.16
170	Arena	\$ 19,921.10
171	Parks	\$ 136,341.80
172	Fantasy of Lights	\$ 9.98
173	Marina	\$ 10,910.29
174	Migration Festival	\$ 508.80
175	Recreation Programs	\$ 4,893.65
176	Communities in Bloom	\$ 2,936.85
178	Facilities	\$ 9,672.28
180	Planning	\$ 7,305.35
181	BIA	\$ 6,710.03
184	Accessibility Committee	\$ 172.99
185	Tourism & Economic Development Committee	\$ 936.83
186	Heritage Committee	\$ 325.27
201	Environmental - Water	\$ 93,552.62
242	Kingsville/Lakeshore West Wastewater	\$ 96,685.77
243	Cottam Wastewater	\$ 6,405.42

**Total of Current Expenditures:** \$ 1,117,208.83

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

**Total Number of Current Cheques Issued:** 261

**Comparison Data:                      AUGUST 2016**

**Total of Approved Expenditures:** \$ 1,470,024.01

**Total Number of Cheques Issued:** 239

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

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

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Account</b>	<b>Amount</b>
63058	8/22/2017	TD Canada Trust - SI Visa	Debit Rolls	01-112-099-60301	\$ 113.48
63058	8/22/2017	TD Canada Trust - SI Visa	Training Material	01-121-072-60118	\$ 300.15
63058	8/22/2017	TD Canada Trust - SI Visa	Power Supply Switch Adapter	01-172-099-60315	\$ 63.29
63058	8/22/2017	TD Canada Trust - SI Visa	Bocce Set	01-175-099-60647	\$ 229.20
63058	8/22/2017	TD Canada Trust - SI Visa	CIB Judges	01-176-099-60653	\$ 582.46
63058	8/22/2017	TD Canada Trust - SI Visa	Truck Rental	02-201-360-71755	\$ 1,031.85
63059	8/22/2017	TD Canada Trust - PVMW	Webinar - April 28 - PVMW	01-112-098-60254	\$ 197.56
63059	8/22/2017	TD Canada Trust - PVMW	Booth Rental - Food/Wine Expo	01-185-099-63104	\$ 966.72
TD Canada Trust - NS Visa <i>no transactions in August</i>					\$ -
<b>Total Credit Card Transactions</b>					<b>\$ 3,484.71</b>

**Town of Kingsville  
 Council Summary Report**

Ranges: From:  
 Vendor ID: First  
 Vendor Name: First  
 Cheque Date: 8/1/2017  
 Sorted By: Cheque Number

To:  
 Last  
 Last  
 8/31/2017

Distribution Types Included: PURCH

Cheque Number	Cheque Date	Vendor Name	Description	Amount
<b>Total For Department</b>				<b>\$0.00</b>
<u>000</u>	-			
0062830 *	8/10/2017	Bondy, Riley, Koski	Site Plan Reg SPA/08/17 01-000-020-22230	\$289.21
0062830 *	8/10/2017	Bondy, Riley, Koski	Site Plan Reg SPA/17/16 01-000-020-22162	\$267.17
0062830 *	8/10/2017	Bondy, Riley, Koski	Site Plan Reg SPA/12/13 01-000-020-22077	\$317.14
0062830 *	8/10/2017	Bondy, Riley, Koski	Site Plan Reg SPA/07/17 01-000-020-22179	\$257.00
0062836 *	8/10/2017	Chapman Signs	Street Sign - Daimer Drive 01-000-006-13199	\$88.96
0062836 *	8/10/2017	Chapman Signs	Street Signs 01-000-006-13199	\$800.64
0062865 *	8/10/2017	Execucentre	Tax Sale Notice Delivery 01-000-030-21307	\$175.15
0062883 *	8/10/2017	I.B.E.W. #636	Remittance July 16-29/17 01-000-000-21006	\$1,397.65
0062890 *	8/10/2017	Lakeview Private Park	2017 Private Park Fees 01-000-014-13004	\$6,850.62
0062902 *	8/10/2017	Christina Martin	Returned Permit Fee 01-000-000-21413	\$150.00
0062910 *	8/10/2017	Domenico Mucci	MPAC PRAN Adjustment Refund 01-000-031-21418	\$377.60
0062926 *	8/10/2017	Purolator Courier Service	Courier Expense 01-000-006-13201	\$21.26
0062928 *	8/10/2017	REALTAX INC	Proceed with Tax Sale 01-000-030-21307	\$791.00
0062928 *	8/10/2017	REALTAX INC	Proceed with Tax Sale 01-000-030-21307	\$791.00
0062933	8/10/2017	Royal Benefits Inc	June Claims 01-000-006-12002	\$9.95
0062940 *	8/10/2017	Sims Publications Incorporated	Notice of Public Meeting 01-000-020-22206	\$378.55
0062946 *	8/10/2017	Stantec Consulting Ltd.	Drawings 01-000-006-13200	\$3,145.36
0063019 *	8/22/2017	I.B.E.W. #636	Remittance July 30 - Aug 12 01-000-000-21006	\$662.14
0063031 *	8/22/2017	HYDRO ONE	1 Conc Lot 22 Moroun Pump Stn 01-000-023-14080	\$107.22
0063033 *	8/22/2017	Pearsall Marshall Halliwell & Se.	Registration of By-Law 99-2016 01-000-020-22215	\$328.48

# Town of Kingsville Council Summary Report

Cheque Number		Cheque Date	Vendor Name	Description	Cheque Amount
0063048		8/22/2017	Royal Benefits Inc	Claims - July 01-000-006-12002	\$8.33
0063050	*	8/22/2017	Shilson Excavation & Trucking I	Level Drains 01-000-023-14080	\$915.84
0063052	*	8/22/2017	Sims Publications Incorporated	Tax Sale Ad - Week 1 01-000-030-21307	\$203.40
0063057	*	8/22/2017	Sunparlour Machine Maintenance	Grass Cutting 01-000-023-14080	\$1,297.44
0063063	*	8/22/2017	Aurora Toquero	RFND-pd to Kingsville in error 01-000-031-21418	\$729.00
0063063	*	8/22/2017	Aurora Toquero	RFND-pd to Kingsville in error 01-000-031-21418	\$731.23
0063071	*	8/22/2017	Judy Wellington	Deposit Refund - 35 Cameron 01-000-000-21413	\$150.00

**Total For Department 000**

**\$21,241.34**

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0062839	8/10/2017	Communities In Bloom-Ontario	CIB 2017 Symposium Awards 01-110-101-60253	\$99.06
0062857	8/10/2017	Elegant Touch	Linen Rentals - Volunteer App 01-110-099-60300	\$207.59
0062876	8/10/2017	Tara Hewitt	Volunteer Appreciation-flowers 01-110-099-60300	\$50.92
0062876	8/10/2017	Tara Hewitt	Volunteer App - centerpieces 01-110-099-60300	\$36.63
0062876	8/10/2017	Tara Hewitt	Refreshments - Volunteer App 01-110-099-60300	\$71.25
0062927	8/10/2017	Gord Queen	Mileage 01-110-101-60253	\$175.50
0062950	8/10/2017	Sweet Memories Bakery	Cupcake Cake - Volunteer App 01-110-099-60300	\$114.48

**Total For Department 110**

**\$755.43**

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0062833	*	8/10/2017	Isabel Carreira	Gilbert/Erenati - July 28/17 01-112-072-60129	\$175.00
0062840		8/10/2017	Compugen Inc.	Copies - Treasury/Clerks 01-112-099-60301	\$765.22
0062840		8/10/2017	Compugen Inc.	CAO Copies 01-112-099-60301	\$0.41
0062843		8/10/2017	CounterForce	Alarm Monitoring 01-112-099-60315	\$305.28
0062845		8/10/2017	Culligan Water	Cooler Rental 01-112-099-60311	\$28.44
0062862		8/10/2017	ESC Corporate Services Ltd	2019/2020 Corporate Registers 01-112-099-60301	\$182.31
0062864		8/10/2017	Essex County Locksmiths	New Electric Strike 01-112-099-60315	\$732.67
0062866		8/10/2017	Edward Fabok	Police Clearance 01-112-099-60317	\$25.00

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062871	8/10/2017	G&K Services Canada Inc	Town Hall - mats 01-112-099-60315	\$87.36
0062878 *	8/10/2017	Hogarth Hermiston Severs LLP	Refund Tax Certificate 01-112-066-41210	\$75.00
0062885	8/10/2017	Kavanaugh, Milloy	General Labour Matters 01-112-099-60319	\$382.66
0062900 *	8/10/2017	Linda Lyman	Brunato/Serran - Aug 5/17 01-112-072-60129	\$275.00
0062900 *	8/10/2017	Linda Lyman	Brunato/Serran - Aug 5/17 01-112-072-60129	\$9.73
0062900 *	8/10/2017	Linda Lyman	Cassels/Scott - Aug 2/17 01-112-072-60129	\$175.00
0062900 *	8/10/2017	Linda Lyman	Duncan/Stevens - Aug 3/17 01-112-072-60129	\$175.00
0062903	8/10/2017	Ryan McLeod	OMTRA Unit 3 - 1st half 01-112-098-60254	\$216.60
0062903	8/10/2017	Ryan McLeod	Mileage - Bank Deposits 01-112-099-60400	\$150.75
0062904	8/10/2017	Merchant Paper Company	Town Hall -Janitorial Supplies 01-112-099-60315	\$224.54
0062908	8/10/2017	Monarch Office Supply	Office Supplies - July 2017 01-112-099-60301	\$483.19
0062908	8/10/2017	Monarch Office Supply	Office Supplies - July 2017 01-112-099-60317	\$6.15
0062913	8/10/2017	HYDRO ONE	2021 Division Admin #J027150 01-112-099-60314	\$3,146.99
0062916	8/10/2017	Kodi Page	Mileage 01-112-099-60400	\$110.49
0062926	8/10/2017	Purolator Courier Service	Courier Expense 01-112-099-60305	\$28.50
0062926	8/10/2017	Purolator Courier Service	Courier Expense 01-112-099-60305	\$65.21
0062933	8/10/2017	Royal Benefits Inc	June Claims 01-112-072-60222	\$583.83
0062935	8/10/2017	Vicky Sawatzky	MTA - Unit 3 1st half 01-112-098-60254	\$216.60
0062940	8/10/2017	Sims Publications Incorporated	Tax Ad 01-112-099-60306	\$109.90
0062940	8/10/2017	Sims Publications Incorporated	Exec Assistant Ad 01-112-099-60306	\$183.17
0062942	8/10/2017	South Essex Community Counc	Ridership Fees Jan-Jun/17 01-112-420-60950	\$4,412.52
0062945	8/10/2017	Tim Souchuk	Police Clearance 01-112-099-60317	\$25.00
0062952	8/10/2017	Telus Mobility	Blackberry Jul - Aug/17 01-112-099-60327	\$1,656.70
0062956	8/10/2017	Rod Tofflemire	Police Clearance/Medical 01-112-099-60317	\$156.50
0062964	8/10/2017	Watson & Associates Economis	Interim to June 30 01-112-360-71718	\$3,864.40
0062972	8/15/2017	Randy's TV	Move Radio Tower 01-112-099-60315	\$2,136.96
0062977	8/22/2017	ATM Pharmacies Ltd	Rent - Unit 10, 59 Main St E 01-112-099-60376	\$1,664.08
0062978	8/22/2017	Bell Canada	2021 Division Rd N 01-112-099-60327	\$559.68
0062978	8/22/2017	Bell Canada	2021 Division Rd N 01-112-099-60327	\$610.90

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062981	8/22/2017	Linda Brohman	MAP Unit 3 - 1st half	\$178.08
0062984 *	8/22/2017	Isabel Carreira	01-112-098-60254 Csikasz/Cusson - Aug 5/17	\$275.00
0062984 *	8/22/2017	Isabel Carreira	01-112-072-60129 Csikasz/Cusson - Aug 5/17	\$4.27
0062989	8/22/2017	Compugen Finance Inc.	01-112-072-60129 Copier Rental	\$768.94
0062996	8/22/2017	D.H.Kingsville Investments Inc	01-112-099-60311 Medical Centre Rent	\$3,013.68
0063002	8/22/2017	E.L.K. Energy Inc	01-112-099-60366 Rent - Pearl St	\$450.02
0063005	8/22/2017	Essex Free Press	01-112-099-60311 Tax Notice Ad	\$303.45
0063009	8/22/2017	Jennifer Galea	01-112-099-60306 Police Clearance/Meeting snack	\$42.98
0063021	8/22/2017	Jeffrey J. Hewitt, Lawyer	01-112-099-60317 Port Expropriation-Arbitration	\$3,968.64
0063027	8/22/2017	Minister of Finance (Marriage)	01-112-099-60319 Marriage Licences	\$1,200.00
0063040	8/22/2017	Purolator Courier Service	01-112-099-60345 Town Litigation Matters	\$21.26
0063042	8/22/2017	Jamie Reive	01-112-099-60305 Police Clearance	\$25.00
0063046	8/22/2017	R. Moir Cleaning Service	01-112-099-60317 Cleaning - Town Hall	\$1,831.68
0063048	8/22/2017	Royal Benefits Inc	01-112-099-60341 Claims - July	\$379.19
0063051	8/22/2017	Shred-It International ULC	01-112-072-60222 Records Archive Destruction	\$86.63
0063052	8/22/2017	Sims Publications Incorporated	01-112-099-60317 PT Office Support Ad	\$109.90
0063052	8/22/2017	Sims Publications Incorporated	01-112-099-60306 Special Meeting of Council	\$109.90
0063052	8/22/2017	Sims Publications Incorporated	01-112-099-60306 Records Transfer List	\$78.35
0063052	8/22/2017	Sims Publications Incorporated	01-112-099-60301 Dog Tags Forms 2018	\$461.99
0063052	8/22/2017	Sims Publications Incorporated	01-112-006-12085 Tax Notice Ad	\$109.90
0063052	8/22/2017	Sims Publications Incorporated	01-112-099-60306 Galea Business Cards	\$76.32
0063061	8/22/2017	The Law Firm of Siskinds LLP	01-112-099-60301 Overpayment - Tax Cert Request	\$25.00
0063062	8/22/2017	Thomson Reuters Canada	01-112-066-41210 Online Charges - July	\$113.03
0063067	8/22/2017	Union Gas Limited	01-112-099-60320 2021 Division - Town Hall	\$89.74
0063081	8/29/2017	Rotary Club of Cottam	01-112-099-60314 Rotary Horseshow Book Ad	\$80.00
			01-112-099-60356	

**Total For Department 112 \$37,809.69**

**Town of Kingsville  
Council Summary Report**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Cheque Amount</b>
0062821	8/10/2017	Advanced Network Devices Inc	Network Monitoring Software 01-114-099-60309	\$4,988.95
0062826	8/10/2017	Applied Computer Solutions Inc	Service and Support 01-114-099-60309	\$31.80
0062826	8/10/2017	Applied Computer Solutions Inc	Service and Support 01-114-360-71712	\$127.20
0062826	8/10/2017	Applied Computer Solutions Inc	Service and Support 01-114-360-71706	\$31.80
0062826	8/10/2017	Applied Computer Solutions Inc	Service and Support 01-114-098-60254	\$349.80
0062826	8/10/2017	Applied Computer Solutions Inc	Service and Support 01-114-099-60310	\$858.60
0062826	8/10/2017	Applied Computer Solutions Inc	Cisco Maintenance Contract 01-114-099-60309	\$2,064.30
0062832	8/10/2017	Kyle Campbell	Mileage 01-114-099-60400	\$44.73
0062834	8/10/2017	CDI Computer Dealers Inc.	Server for Network Monitor Sol 01-114-099-60309	\$1,113.25
0062863	8/10/2017	eSolutionsGroup Limited	MyKingsville - Payment #2 01-114-360-71717	\$5,088.00
0062882	8/10/2017	Tony Iacobelli	Mileage 01-114-099-60400	\$19.46
0062997	8/22/2017	Digital Boundary Group	External Network Assessment 01-114-360-71706	\$4,324.80
0063003	8/22/2017	Empire Communications	Replace Door Strike-Admin Entr 01-114-099-60309	\$382.11
0063018	8/22/2017	Tony Iacobelli	Office Supply 01-114-099-60301	\$8.65

**Total For Department 114 \$19,433.45**

**120**

0062970	8/10/2017	Larry Wood	Animal Control 01-120-280-60124	\$420.00
0063004	8/22/2017	Erie Veterinary Hospital	Spay Neuter Voucher 01-120-280-60125	\$75.00
0063004	8/22/2017	Erie Veterinary Hospital	Spay Neuter Program 01-120-280-60125	\$225.00
0063074	8/22/2017	Windsor Essex County Humane	Stray Cat Program - June/July 01-120-280-60125	\$200.00

**Total For Department 120 \$920.00**

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0062823	8/10/2017	A.J. Stone Company Ltd.	Airline Adapter 01-121-360-71722	\$704.68
0062825	8/10/2017	Al's Auto Repair	Unit 215 - Repair 01-121-099-60316	\$292.46
0062840	8/10/2017	Compugen Inc.	Fire Copies 01-121-099-60301	\$62.01
0062844	8/10/2017	Coxon's Sales and Rentals Ltd	Container Lease 01-121-099-60311	\$101.76



# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062847	8/10/2017	Darch Fire	Unit 219 - Equipment Repair 01-121-099-60316	\$1,866.89
0062847	8/10/2017	Darch Fire	Aerial Truck 01-121-360-71722	\$726.06
0062849	8/10/2017	Jeff Dean	IMS 300 Training - Lunches 01-121-098-60254	\$40.52
0062850	8/10/2017	Dependable Emergency Vehicle	Porta Tank Repair Kit 01-121-099-60316	\$106.85
0062856	8/10/2017	Electrozad Supply	Fire - Equipment Repair 01-121-099-60316	\$84.66
0062858	8/10/2017	E.L.K. Energy Inc	120 Fox St 01-121-099-60314	\$262.81
0062867	8/10/2017	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$95.80
0062867	8/10/2017	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$115.15
0062871	8/10/2017	G&K Services Canada Inc	Fire - mats 01-121-099-60315	\$41.72
0062873	8/10/2017	Gosfield North Communications	Cottam Fire Hall 01-121-099-60327	\$183.26
0062875	8/10/2017	Harco Co. Ltd.	Extractor 01-121-360-71723	\$8,487.80
0062887	8/10/2017	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$34.11
0062887	8/10/2017	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$37.58
0062887	8/10/2017	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$20.31
0062887	8/10/2017	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$8.84
0062887	8/10/2017	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$28.65
0062887	8/10/2017	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$29.43
0062887	8/10/2017	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$22.13
0062891	8/10/2017	Laser Art Inc.	Name Plates 01-121-099-60315	\$20.61
0062904	8/10/2017	Merchant Paper Company	Fire - Janitorial Supplies 01-121-099-60315	\$149.80
0062906	8/10/2017	Mister Mat	Fire - Mats 01-121-099-60315	\$43.30
0062906	8/10/2017	Mister Mat	Fire - Mats 01-121-099-60315	\$43.30
0062909	8/10/2017	Scott Moore	Camera Course 01-121-098-60254	\$96.67
0062909	8/10/2017	Scott Moore	AMCTO Course 01-121-098-60254	\$356.16
0062911	8/10/2017	OFCAAA	Admin Educational Seminar 01-121-098-60254	\$62.99
0062917	8/10/2017	Chuck Parsons	Dry Erase Board / Water 01-121-099-60301	\$27.92
0062926	8/10/2017	Purolator Courier Service	Courier Expense 01-121-099-60305	\$11.97
0062926	8/10/2017	Purolator Courier Service	Courier Expense 01-121-099-60305	\$3.99
0062936	8/10/2017	Security One Alarm Systems	Monitoring 08/18/17-08/17/18 01-121-099-60327	\$537.05

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062937	8/10/2017	Dorothy Shepley	Janitorial Contract - July 01-121-099-60341	\$333.33
0062939	8/10/2017	Signs by Nommel	Aerial Truck Lettering 01-121-360-71722	\$900.57
0062944	8/10/2017	Southwest Diesel Service Inc	Unit 219 - Inspection 01-121-360-71722	\$2,161.61
0062944	8/10/2017	Southwest Diesel Service Inc	Unit 219 - Equipment Repair 01-121-099-60316	\$290.17
0062944	8/10/2017	Southwest Diesel Service Inc	Unit 124 - Temp Sensor 01-121-099-60316	\$137.53
0062944	8/10/2017	Southwest Diesel Service Inc	Vehicle Inspection 01-121-099-60316	\$215.73
0062953	8/10/2017	Thames Communications Ltd.	Swissphone Pager Repair 01-121-099-60316	\$101.85
0062953	8/10/2017	Thames Communications Ltd.	Aerial Truck - Radio Install 01-121-360-71722	\$1,692.07
0062953	8/10/2017	Thames Communications Ltd.	Fire - Radio Repair 01-121-099-60316	\$67.16
0062953	8/10/2017	Thames Communications Ltd.	Fire - Equipment Repair 01-121-099-60316	\$136.12
0062953	8/10/2017	Thames Communications Ltd.	Fire - Equipment Repair 01-121-099-60316	\$83.44
0062953	8/10/2017	Thames Communications Ltd.	Swissphone Chargers 01-121-099-60316	\$127.20
0062966	8/10/2017	Windsor Factory Supply	Traffic Vests 01-121-072-60216	\$118.85
0062976	8/22/2017	Allstream Business Inc	Fire Emerg Calls 01-121-099-60327	\$41.84
0062979	8/22/2017	Bookstore - Annex Publishing &	Police Ed Supplies 01-121-100-60710	\$1,022.14
0062993	8/22/2017	Jeff Dean	Water for Rehab 01-121-099-60317	\$28.00
0062993	8/22/2017	Jeff Dean	TV Monitor Mounts 01-121-099-60358	\$152.62
0062993	8/22/2017	Jeff Dean	TV Monitor 01-121-099-60358	\$838.48
0062994	8/22/2017	DeLage Landen	Fire Copier 01-121-099-60311	\$71.25
0062995	8/22/2017	Dependable Emergency Vehicle	Foam 01-121-099-60363	\$813.82
0062998	8/22/2017	Drexler Diving Systems	Spec Team - Equip Replacement 01-121-099-60756	\$201.75
0062999	8/22/2017	Economy Rental Centre	Chainsaw Repair 01-121-099-60316	\$47.78
0063007	8/22/2017	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$177.57
0063012	8/22/2017	Goarley Fire	Fire Hose 01-121-100-60352	\$2,335.39
0063013	8/22/2017	H&R Machine	Auto Battery Kits 01-121-099-60358	\$305.28
0063028	8/22/2017	Mister Mat	Fire - Mats 01-121-099-60315	\$43.30
0063028	8/22/2017	Mister Mat	Fire - mats 01-121-099-60315	\$43.30
0063030	8/22/2017	Novack's Uniform Solutions	Fire - Uniforms 01-121-072-60216	\$124.31
0063031	8/22/2017	HYDRO ONE	91720 Division Rd N 01-121-099-60314	\$1,028.55

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0063040	8/22/2017	Purolator Courier Service	Courier Expense 01-121-099-60305	\$3.99
0063040	8/22/2017	Purolator Courier Service	Courier Expense 01-121-099-60305	\$3.99
0063048	8/22/2017	Royal Benefits Inc	Claims - July 01-121-072-60222	\$469.47
0063054	8/22/2017	Southwest Diesel Service Inc	Unit 216 Maintenance 01-121-099-60316	\$64.18
0063054	8/22/2017	Southwest Diesel Service Inc	Unit 216 Inspection 01-121-099-60316	\$509.36
0063060	8/22/2017	Thames Communications Ltd.	Radio and Pagers 01-121-099-60702	\$548.49
0063064	8/22/2017	Town of Kingsville	120 Fox St 01-121-099-60314	\$104.60
0063067	8/22/2017	Union Gas Limited	120 Fox St 01-121-099-60314	\$26.14
0063067	8/22/2017	Union Gas Limited	1720 Division Rd N 01-121-099-60314	\$29.32
0063075	8/22/2017	Windsor Factory Supply	Rescue Supplies 01-121-100-60705	\$205.88

**Total For Department 121 \$30,313.67**

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0062858	8/10/2017	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$963.13
0062871	8/10/2017	G&K Services Canada Inc	OPP - mats 01-122-099-60315	\$86.73
0062873	8/10/2017	Gosfield North Communications	OPP - Talbot St Cottam 01-122-099-60327	\$122.01
0062904	8/10/2017	Merchant Paper Company	OPP - Janitorial Supplies 01-122-099-60315	\$170.99
0062957	8/10/2017	Troy Life & Fire Safety Ltd.	OPP - Facility Mtce 01-122-099-60315	\$279.84
0062973	8/22/2017	ABSOLUTE CANADIAN	OPP - Water 01-122-099-60317	\$34.75
0063020	8/22/2017	John and Michelle Ivanisko	Cottam OPP Lease 01-122-260-60342	\$540.31
0063024	8/22/2017	Margie's	Cell Decontamination 01-122-099-60315	\$127.20
0063026	8/22/2017	Minister of Finance (OPP)	OPP Contract - August 2017 01-122-072-60120	\$256,009.00
0063043	8/22/2017	Reliance Home Comfort	41 Division St S 01-122-099-60314	\$37.61
0063045	8/22/2017	Ricoh Canada	Copier 01-122-099-60311	\$254.10
0063046	8/22/2017	R. Moir Cleaning Service	Cleaning - Kingsville OPP 01-122-099-60341	\$915.84
0063046	8/22/2017	R. Moir Cleaning Service	Cleaning - Cottam OPP 01-122-099-60341	\$203.52
0063067	8/22/2017	Union Gas Limited	41 Division St S 01-122-099-60314	\$50.07

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department 122</b>				<b>\$259,795.10</b>
<u>124</u>	-			
0062924	8/10/2017	Preview Inspections and Consul	Building Department 01-124-072-60120	\$1,526.40
0062933	8/10/2017	Royal Benefits Inc	June Claims 01-124-072-60222	\$481.50
0063034	8/22/2017	Albert J Peach	Contracted Services 01-124-072-60120	\$2,175.00
<b>Total For Department 124</b>				<b>\$4,182.90</b>
<u>130</u>	-			
0062820	8/10/2017	Advantage Data Collection	Regulatory Sign Assessment 01-130-132-60428	\$9,990.74
0062831	8/10/2017	BSM Technologies Ltd (formerly	Fleet Tracking Software 01-130-099-60460	\$1,015.06
0062835	8/10/2017	Cedar Signs	Graham @ Rd 3 & CR 20 01-130-132-60428	\$485.67
0062835	8/10/2017	Cedar Signs	Sign Replacements 01-130-132-60428	\$5,470.70
0062835	8/10/2017	Cedar Signs	Sign Brackets 01-130-132-60428	\$372.59
0062836	8/10/2017	Chapman Signs	Street Signs 01-130-132-60428	\$488.41
0062841	8/10/2017	Corp. of the County of Essex	CR 20 Retaining Wall - Phase 2 01-130-360-71542	\$30,523.98
0062842	8/10/2017	County Wide Tree Service	Tree Removal - Beech St 01-130-099-60426	\$3,358.08
0062842	8/10/2017	County Wide Tree Service	Tree Removal - Sandybrook 01-130-099-60426	\$3,001.92
0062846	8/10/2017	D & L Digging	CB Repair - Francis St 01-130-141-60439	\$3,618.28
0062852	8/10/2017	Dillon Consulting	Contract Admin, Constr. Observ 01-130-360-71339	\$14,470.26
0062855	8/10/2017	Economy Rental Centre	Oil for Saws 01-130-099-60335	\$26.60
0062858	8/10/2017	E.L.K. Energy Inc	390 Main St E Traffic Lights 01-130-110-60402	\$65.95
0062858	8/10/2017	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$52.11
0062858	8/10/2017	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$217.64
0062858	8/10/2017	E.L.K. Energy Inc	Streetlights - Kingsville 01-130-114-60412	\$4,856.36
0062858	8/10/2017	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$169.96
0062858	8/10/2017	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$217.64
0062858	8/10/2017	E.L.K. Energy Inc	1 Santos & Main Traffic Lights 01-130-110-60402	\$30.82

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062858	8/10/2017	E.L.K. Energy Inc	Streetlights - Cottam 01-130-114-60412	\$1,008.49
0062861	8/10/2017	E.R.(Bill) Vollans Ltd.	Bush Hog Mowers Repair 01-130-099-60316	\$90.55
0062870	8/10/2017	Kevin Girard	Mileage 01-130-099-60400	\$356.44
0062872	8/10/2017	Golder Associates	Material Testing 01-130-360-71339	\$2,452.03
0062884	8/10/2017	Jeff Shepley Excavating Ltd.	2017 Rural Road Program 01-130-360-71724	\$143,612.20
0062892	8/10/2017	Leamington Int. Trucks	Sweeper Air Chamber 01-130-110-60422	\$55.37
0062897	8/10/2017	Linde Canada Limited 15687	PW - Rental Charges 01-130-099-60335	\$81.58
0062899	8/10/2017	LSI Supply Inc	Casters for Sweeper 01-130-110-60422	\$363.82
0062901	8/10/2017	Shaun Martinho	Work Clothes 01-130-072-60216	\$263.69
0062902	✱ 8/10/2017	Christina Martin	Returned Permit Fee 01-130-066-41254	\$150.00
0062908	8/10/2017	Monarch Office Supply	Office Supplies - July 2017 01-130-099-60301	\$127.71
0062908	8/10/2017	Monarch Office Supply	Office Supplies - July 2017 01-130-099-60317	\$29.96
0062913	8/10/2017	HYDRO ONE	Streetlights - Conservation 01-130-114-60412	\$581.66
0062913	8/10/2017	HYDRO ONE	Streetlights - Cranberry 01-130-114-60412	\$13.39
0062913	8/10/2017	HYDRO ONE	Streetlights - Holly St 01-130-114-60412	\$14.01
0062913	8/10/2017	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$4.33
0062913	8/10/2017	HYDRO ONE	Streetlights - Road 2 W 01-130-114-60412	\$17.97
0062914	8/10/2017	OACETT	2017/2018 Membership Dues 01-130-099-60320	\$72.23
0062919	8/10/2017	Phasor Industrial	Repair Wire - Laurel St 01-130-114-60413	\$762.84
0062919	8/10/2017	Phasor Industrial	Streetlight Repairs 01-130-114-60413	\$2,640.92
0062921	8/10/2017	Douglas J. Plumb	Arborist Report -1320 Patricia 01-130-099-60426	\$65.00
0062922	8/10/2017	Pollard Highway Products Ltd	Dust Control - 6th Concession 01-130-138-60436	\$2,676.64
0062926	8/10/2017	Purolator Courier Service	Courier Expense 01-130-099-60460	\$25.91
0062941	8/10/2017	Southwestern Sales Corp. Ltd.	Shouldering - Graham Sdrd 01-130-138-60432	\$983.74
0062941	8/10/2017	Southwestern Sales Corp. Ltd.	Shouldering 01-130-138-60432	\$1,111.94
0062941	8/10/2017	Southwestern Sales Corp. Ltd.	Road 11W Maintenance 01-130-138-60432	\$248.19
0062941	8/10/2017	Southwestern Sales Corp. Ltd.	Shouldering 01-130-138-60432	\$295.94
0062943	8/10/2017	Southern Collision	06-04 - Remove Paint 01-130-099-60316	\$152.64
0062946	8/10/2017	Stantec Consulting Ltd.	Design Work 01-130-360-71744	\$13,516.69

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062948	8/10/2017	Strongco Limited Partnership	10-04 - Belt for Loader 01-130-099-60316	\$46.72
0062963	8/10/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,247.54
0062963	8/10/2017	Waddick Fuels	Clear ULS 01-130-099-60340	\$1,476.23
0062963	8/10/2017	Waddick Fuels	Dyed ULS 01-130-099-60340	\$395.08
0062963	8/10/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$950.67
0062963	8/10/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$669.08
0062963	8/10/2017	Waddick Fuels	Dyed ULS 01-130-099-60340	\$166.66
0062963	8/10/2017	Waddick Fuels	Clear ULS 01-130-099-60340	\$2,494.44
0062968	8/10/2017	Windsor-Essex County Health L	Larviciding 01-130-099-60399	\$478.83
0062968	8/10/2017	Windsor-Essex County Health L	Larviciding 01-130-099-60399	\$739.76
0062974	8/22/2017	AGO Industries Inc.	PW - Clothing Allotment 01-130-072-60216	\$202.12
0062974	8/22/2017	AGO Industries Inc.	Logos for Clothing 01-130-072-60216	\$152.64
0062982	8/22/2017	BSM Technologies Ltd (formerly	Fleet Tracking Software 01-130-099-60460	\$1,015.06
0062987	8/22/2017	Coco Paving Inc	Gravel Road - Clean & Repair 01-130-138-60432	\$2,442.24
0062990	8/22/2017	County Wide Tree Service	Tree Removal - Simmers Ave 01-130-099-60426	\$829.34
0062990	8/22/2017	County Wide Tree Service	Tree Removal - Simmers Ave 01-130-099-60426	\$1,704.48
0062990	8/22/2017	County Wide Tree Service	Tree Removal - Suncrest 01-130-099-60426	\$1,221.12
0062992	8/22/2017	D & L Digging	Streetlights - Whitewood 01-130-114-60413	\$2,485.52
0062992	8/22/2017	D & L Digging	Streetlights - Victoria 01-130-114-60413	\$1,242.74
0063016	8/22/2017	Hurricane SMS Inc	Esseltine Drain- Investigation 01-130-360-71547	\$585.12
0063016	8/22/2017	Hurricane SMS Inc	Lagoon - Remove Obstruction 01-130-141-60429	\$236.59
0063022	8/22/2017	Ken Knapp Ford Sales Ltd	11-03 Repair 01-130-099-60316	\$1,107.41
0063023	8/22/2017	Kingsville Home Hardware	Ontario Park St Signs 01-130-360-71744	\$23.67
0063023	8/22/2017	Kingsville Home Hardware	Catch Basin Repair 01-130-141-60439	\$9.15
0063023	8/22/2017	Kingsville Home Hardware	Sidewalk Repair on Main 01-130-144-60438	\$18.81
0063023	8/22/2017	Kingsville Home Hardware	Materials for Line Painting 01-130-110-60401	\$26.44
0063023	8/22/2017	Kingsville Home Hardware	Fix John Deere Mower 01-130-099-60316	\$12.20
0063023	8/22/2017	Kingsville Home Hardware	Sockets for Sign Replacements 01-130-099-60357	\$10.17
0063023	8/22/2017	Kingsville Home Hardware	LED Light Bulbs 01-130-099-60301	\$48.82

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0063031	8/22/2017	HYDRO ONE	PW Garage 01-130-099-60314	\$619.96
0063036	8/22/2017	Phasor Industrial	Streetlights - Herrington 01-130-114-60413	\$468.25
0063040	8/22/2017	Purolator Courier Service	OCIF Audit Pkg 01-130-099-60305	\$18.83
0063041	8/22/2017	Queens Auto Supply	Fluid for Sweeper 01-130-110-60422	\$14.24
0063041	8/22/2017	Queens Auto Supply	Stock - Chain Oil 01-130-099-60335	\$4.93
0063041	8/22/2017	Queens Auto Supply	Blades for Sweeper 01-130-110-60422	\$32.83
0063041	8/22/2017	Queens Auto Supply	Air Shield for Sweeper 01-130-110-60422	\$20.01
0063048	8/22/2017	Royal Benefits Inc	Claims - July 01-130-072-60222	\$44.54
0063053	8/22/2017	Southwestern Sales Corp. Ltd.	Shouldering Graham Sdrd 01-130-138-60432	\$1,759.96
0063053	8/22/2017	Southwestern Sales Corp. Ltd.	Shouldering Kratz Sdrd 01-130-138-60432	\$1,721.22
0063053	8/22/2017	Southwestern Sales Corp. Ltd.	Kingsville Lagoons Laneway 01-130-138-60432	\$983.89
0063053	8/22/2017	Southwestern Sales Corp. Ltd.	Repair Shoulder Road 3E 01-130-138-60432	\$20.93
0063057	8/22/2017	Sunparlour Machine Maintenance	10th Conc Ditch Clearing 01-130-141-60429	\$393.05
0063067	8/22/2017	Union Gas Limited	2021 Division Garage 01-130-099-60314	\$28.53
0063067	8/22/2017	Union Gas Limited	2021 Division - PW Garage 01-130-099-60314	\$22.97
0063070	8/22/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,258.43
0063070	8/22/2017	Waddick Fuels	Clear ULS 01-130-099-60340	\$1,578.24
0063070	8/22/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,020.97
0063070	8/22/2017	Waddick Fuels	Dyed ULS 01-130-099-60340	\$274.59

**Total For Department 130 \$282,533.67**

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0062967	8/10/2017	Windsor Disposal Services Ltd.	Waste Collection - Cottam Mini 01-131-400-60380	\$231.17
0062967	8/10/2017	Windsor Disposal Services Ltd.	Waste Collection - Crystal Apt 01-131-400-60380	\$231.17
0062967	8/10/2017	Windsor Disposal Services Ltd.	Waste Collection - Aug 2017 01-131-400-60380	\$42,063.06
0062967	8/10/2017	Windsor Disposal Services Ltd.	Waste Collection - Arena 01-131-400-60380	\$61.06
0062967	8/10/2017	Windsor Disposal Services Ltd.	Yardwaste Collection - June 20 01-131-400-60382	\$4,588.85
0063076	8/22/2017	Windsor Disposal Services Ltd.	Yardwaste - July 01-131-400-60382	\$4,386.37

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
<b>Total For Department</b>			<b>131</b>	<b>\$51,561.68</b>
<u>151</u>	-			
0062842	8/10/2017	County Wide Tree Service	Limb Removal - Greenhill 01-151-128-60426	\$200.00
0062858	8/10/2017	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$20.77
0062880	8/10/2017	Hutchins Monuments	Graceland Grave Openings 01-151-072-60121	\$450.00
0062880	8/10/2017	Hutchins Monuments	Graceland Grave Openings 01-151-072-60121	\$500.00
0062880	8/10/2017	Hutchins Monuments	Cottam United Grave Opening 01-151-072-60121	\$500.00
0062985	8/22/2017	Cedar Creek Landscaping	Cemetery Grass Cutting 01-151-072-60120	\$5,785.00
0063017	8/22/2017	Hutchins Monuments	Opening 01-151-072-60121	\$400.00
0063023	8/22/2017	Kingsville Home Hardware	Fix Headstones in Cemetery 01-151-099-60364	\$7.24
0063067	8/22/2017	Union Gas Limited	Mill St Cemetery 01-151-099-60314	\$25.15
<b>Total For Department</b>			<b>151</b>	<b>\$7,888.16</b>
<u>170</u>	-			
0062822	8/10/2017	AGO Industries Inc.	Arena - Clothing 01-170-072-60216	\$461.30
0062824	8/10/2017	Allstream Business Inc	Arena/Carnegie Elevators 01-170-099-60327	\$41.00
0062824	8/10/2017	Allstream Business Inc	Arena Fax/Debit 01-170-099-60327	\$82.03
0062845	8/10/2017	Culligan Water	Cooler Rental 01-170-099-60315	\$27.95
0062848 *	8/10/2017	Darcy School of Dance	P2P Forms 47 48 49 50 65 01-170-000-15000	\$2,974.32
0062860 *	8/10/2017	Erie North Shore Minor Hockey	P2P Forms - 13 66 67 68 71 01-170-000-15000	\$2,790.00
0062871	8/10/2017	G&K Services Canada Inc	Arena - mats 01-170-099-60315	\$41.00
0062904	8/10/2017	Merchant Paper Company	Arena - Janitorial Supplies 01-170-099-60315	\$424.95
0062908	8/10/2017	Monarch Office Supply	Office Supplies - July 2017 01-170-099-60301	\$40.61
0062914	8/10/2017	OACETT	2017/2018 Membership Dues 01-170-099-60320	\$70.98
0062915	8/10/2017	Orkin Canada Corporation	Pest Control 01-170-099-60315	\$81.00
0062923	8/10/2017	Praxair Canada Inc.	Lease Renewal 01-170-099-60316	\$193.25
0062931	8/10/2017	Resurfice Corp	Arena - Equipment Repair 01-170-099-60316	\$219.45



# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062934 *	8/10/2017	Sarah Parks Horsemanship	P2P Forms 44 69 70 01-170-000-15000	\$972.00
0062936	8/10/2017	Security One Alarm Systems	Monitoring 08/18/17-08/17/18 01-170-099-60327	\$1,200.00
0062958	8/10/2017	Truax Lumber	Arena - Facility Mtce 01-170-099-60315	\$12.34
0062958	8/10/2017	Truax Lumber	Arena - Door Repair 01-170-099-60315	\$23.78
0062975	8/22/2017	Alift	Ice Resurfacer - Maintenance 01-170-099-60316	\$252.94
0062988	8/22/2017	Cogeco	1741 Jasperson 01-170-099-60327	\$102.44
0063010	8/22/2017	G&K Services Canada Inc	Mats - Arena 01-170-099-60315	\$41.00
0063015	8/22/2017	Howie's Custom Coating Applic	Floor Cleaning/Pipe Painting 01-170-099-60315	\$850.00
0063023	8/22/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$17.04
0063023	8/22/2017	Kingsville Home Hardware	Arena - Shop Supplies 01-170-099-60335	\$29.98
0063023	8/22/2017	Kingsville Home Hardware	Arena - Shop Supplies 01-170-099-60335	\$29.91
0063025	8/22/2017	Merchant Paper Company	Arena - Janitorial Supplies 01-170-099-60335	\$234.97
0063044	8/22/2017	Renteknik Group Inc	Data Acquisition Equip-Install 01-170-360-71729	\$3,025.00
0063065	8/22/2017	TSC Stores L.P.	Arena - Facility Mtce 01-170-099-60315	\$31.17
0063067	8/22/2017	Union Gas Limited	1741 Jasperson Lane 01-170-099-60314	\$125.22
0063075	8/22/2017	Windsor Factory Supply	Arena - Facility Mtce 01-170-099-60315	\$12.78
0063075	8/22/2017	Windsor Factory Supply	Arena - Facility Mtce 01-170-099-60315	\$84.36
0063080	8/29/2017	HYDRO ONE	Arena Complex 01-170-099-60314	\$5,428.33

**Total For Department 170 \$19,921.10**

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0062819	8/10/2017	1797465 Ontario Limited	Port Rentals 01-171-099-60318	\$518.98
0062819	8/10/2017	1797465 Ontario Limited	Port a Johns - servicing 01-171-099-60318	\$396.86
0062824	8/10/2017	Allstream Business Inc	Arena/Carnegie Elevators 01-171-171-60327	\$47.98
0062824	8/10/2017	Allstream Business Inc	Lions Hall 519-733-2573 01-171-159-60327	\$41.00
0062824	8/10/2017	Allstream Business Inc	Park Pavilion 519-733-8952 01-171-155-60327	\$44.30
0062827	8/10/2017	Alan Batke	HS - Eastern Red Bud 01-171-150-60344	\$183.17
0062827	8/10/2017	Alan Batke	HS - Marker/Concrete Border 01-171-150-60344	\$135.34

**Town of Kingsville  
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062836	8/10/2017	Chapman Signs	Signs - dog fountain 01-171-099-60315	\$132.29
0062838	8/10/2017	Cogeco	37 Beech St 01-171-172-60327	\$54.95
0062842	8/10/2017	County Wide Tree Service	Tree Removal - Lakeside Park 01-171-099-60339	\$1,884.59
0062842	8/10/2017	County Wide Tree Service	Tree Removals - Lakeside Park 01-171-099-60339	\$2,482.94
0062842	8/10/2017	County Wide Tree Service	Tree Removal - Lakeside Park 01-171-099-60339	\$3,561.60
0062842	8/10/2017	County Wide Tree Service	Tree Removal - Lakeside Park 01-171-099-60339	\$5,399.28
0062854	8/10/2017	Maggie Durocher	Explore the Shore BBQ 01-171-179-60454	\$243.15
0062858	8/10/2017	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$16.50
0062858	8/10/2017	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$17.12
0062858	8/10/2017	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$22.12
0062858	8/10/2017	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$429.36
0062858	8/10/2017	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$17.21
0062858	8/10/2017	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$381.40
0062858	8/10/2017	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$574.68
0062858	8/10/2017	E.L.K. Energy Inc	103 Park St 01-171-178-60481	\$63.51
0062858	8/10/2017	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$197.08
0062858	8/10/2017	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$294.37
0062858	8/10/2017	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$522.04
0062861	8/10/2017	E.R.(Bill) Vollans Ltd.	P&R - Equipment Repair 01-171-099-60316	\$67.11
0062869	8/10/2017	Gillett Sheet Metal Inc.	Dog Fountain - Weld Tabs 01-171-099-60315	\$98.25
0062874	8/10/2017	Gyori Farms Inc.	Mulch - Lakeside Park 01-171-099-60344	\$177.06
0062877	8/10/2017	Hill Sprinkler Systems	P&R - Facility Mtce 01-171-099-60315	\$1,666.64
0062886	8/10/2017	Kelcom Telemessaging	Emerg Elevator Line 01-171-171-60327	\$25.39
0062896	8/10/2017	Limelight & Electric	Lions Hall - Facility Mtce 01-171-159-60315	\$208.69
0062907	8/10/2017	Modular Service Group Inc	Storage Container Rental 01-171-099-60318	\$76.32
0062918	8/10/2017	Petty Cash (Arena)	Straw 01-171-099-60315	\$12.20
0062918	8/10/2017	Petty Cash (Arena)	Paint Brushes 01-171-099-60335	\$21.39
0062920	8/10/2017	Plant Products	P&R - Grounds Mtce 01-171-099-60337	\$334.55
0062930	8/10/2017	Reliance Home Comfort	124 Mill St - Lions Hall 01-171-159-60314	\$24.00

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062932	8/10/2017	Rona Inc	Tie Cables 01-171-099-60315	\$50.34
0062936	8/10/2017	Security One Alarm Systems	Monitoring 08/18/17-08/17/18 01-171-171-60327	\$427.39
0062955	8/10/2017	Tire Tyme	P&R - Equipment Repair 01-171-099-60316	\$253.48
0062958	8/10/2017	Truax Lumber	P&R - Passage Knob Vent 01-171-099-60335	\$11.19
0062958	8/10/2017	Truax Lumber	P&R - Equipment Repair 01-171-099-60316	\$9.73
0062959	8/10/2017	TSC Stores L.P.	P&R - Equipment Repair 01-171-099-60316	\$81.78
0062960	8/10/2017	Union Gas Limited	315 Queen St 01-171-155-60314	\$24.14
0062961	8/10/2017	Vertechs Elevators Ontario Inc.	Mthly Elevator Maintenance 01-171-171-60315	\$330.72
0062962	8/10/2017	Victory Ford Lincoln Sales Ltd	2017 F550 s/a Dump 01-171-360-71753	\$50,457.56
0062963	8/10/2017	Waddick Fuels	P&R - Dyed ULS 01-171-099-60340	\$458.47
0062965	8/10/2017	Warkentin Plumbing	Canteen - Hand Sink 01-171-099-60315	\$699.09
0062965	8/10/2017	Warkentin Plumbing	Library - Replace Thermostat 01-171-173-60315	\$246.31
0062965	8/10/2017	Warkentin Plumbing	Dog Park Fountain Mtce 01-171-099-60315	\$28.94
0062966	8/10/2017	Windsor Factory Supply	P&R - Equipment Repair 01-171-099-60316	\$7.94
0062966	8/10/2017	Windsor Factory Supply	P&R - Shop Supplies 01-171-099-60335	\$47.27
0062980	8/22/2017	Bridgeview Customs Brokers Ltd	Pet Fountain 01-171-099-60315	\$53.73
0062982	8/22/2017	BSM Technologies Ltd (formerly	Fleet Tracking Software - P&R 01-171-099-60327	\$48.34
0062982	8/22/2017	BSM Technologies Ltd (formerly	Fleet Tracking Software - P&R 01-171-099-60327	\$48.34
0062985	8/22/2017	Cedar Creek Landscaping	P&R - Lawn Cuts 01-171-072-60120	\$4,558.84
0062999	8/22/2017	Economy Rental Centre	P&R - Ride-On Rental 01-171-099-60318	\$186.27
0063005	8/22/2017	Essex Free Press	Special Meeting Ad 01-171-360-71154	\$159.31
0063006	8/22/2017	Essex County Library	Q2 - Shared Cost 01-171-175-60314	\$656.94
0063008	8/22/2017	Fire Safety Services	Cottam Library -Annual Service 01-171-173-60315	\$50.88
0063023	8/22/2017	Kingsville Home Hardware	HS - Gardening Tools 01-171-150-60344	\$128.80
0063023	8/22/2017	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$10.17
0063023	8/22/2017	Kingsville Home Hardware	P&R - Equipment Repair 01-171-099-60316	\$8.73
0063023	8/22/2017	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$2.23
0063023	8/22/2017	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$16.27
0063023	8/22/2017	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$7.00

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0063023	8/22/2017	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$4.46
0063023	8/22/2017	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$87.49
0063023	8/22/2017	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$6.40
0063023	8/22/2017	Kingsville Home Hardware	Pavilion - Facility Mtce 01-171-155-60315	\$41.65
0063023	8/22/2017	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$8.93
0063025	8/22/2017	Merchant Paper Company	Arena - Janitorial Supplies 01-171-099-60335	\$288.20
0063029	8/22/2017	Modular Service Group Inc	Container - Monthly Rent 01-171-099-60318	\$76.32
0063031	8/22/2017	HYDRO ONE	1741 Jasperson Lane 01-171-177-60314	\$391.52
0063031	8/22/2017	HYDRO ONE	ERCA - Ticket Booth 01-171-099-60314	\$32.96
0063037	8/22/2017	Playpower Lt Canada Inc.	P&R Facility Mtce 01-171-099-60315	\$549.00
0063038	8/22/2017	Plant Products	P&R - Grounds Mtce 01-171-099-60337	\$188.20
0063039	8/22/2017	Pro Bid Contractors Ltd.	Dozer Rental - Conservation 01-171-099-60318	\$1,913.09
0063041	8/22/2017	Queens Auto Supply	P&R - Equipment Repair 01-171-099-60316	\$77.94
0063041	8/22/2017	Queens Auto Supply	P&R - Equipment Repair 01-171-099-60316	\$35.53
0063041	8/22/2017	Queens Auto Supply	P&R - Equipment Repair 01-171-099-60316	\$1.79
0063043	8/22/2017	Reliance Home Comfort	103 Park St 01-171-178-60481	\$153.33
0063046	8/22/2017	R. Moir Cleaning Service	Cleaning - Unico 01-171-172-60315	\$407.04
0063047	8/22/2017	Rona Inc	P&R - Facility Mtce 01-171-099-60315	\$81.37
0063047	8/22/2017	Rona Inc	P&R - Shop Supplies 01-171-099-60335	\$22.85
0063049	8/22/2017	Ruthven Nursery & Garden Cen	Mulch 01-171-099-60344	\$407.04
0063053	8/22/2017	Southwestern Sales Corp. Ltd.	P&R - Grounds Mtce 01-171-099-60337	\$215.90
0063053	8/22/2017	Southwestern Sales Corp. Ltd.	01-171-099-60337	\$117.20
0063053	8/22/2017	Southwestern Sales Corp. Ltd.	Jack Minor Statue - OPP 01-171-099-60337	\$105.05
0063053	8/22/2017	Southwestern Sales Corp. Ltd.	P&R - Grounds Mtce 01-171-099-60337	\$89.99
0063064	8/22/2017	Town of Kingsville	122 Fox 01-171-173-60314	\$333.41
0063064	8/22/2017	Town of Kingsville	Fox St - Red Work Shed 01-171-176-60314	\$62.56
0063064	8/22/2017	Town of Kingsville	122 Fox - Ridgeview Park 01-171-176-60314	\$121.81
0063067	8/22/2017	Union Gas Limited	124 Fox St 01-171-176-60314	\$23.48
0063067	8/22/2017	Union Gas Limited	137 Beech St 01-171-172-60314	\$24.91

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0063067	8/22/2017	Union Gas Limited	122 Fox St 01-171-173-60314	\$119.49
0063067	8/22/2017	Union Gas Limited	21 Mill St - Lions Hall 01-171-159-60314	\$21.77
0063067	8/22/2017	Union Gas Limited	28 Division St S 01-171-171-60314	\$21.37
0063069	8/22/2017	Victory Ford Lincoln Sales Ltd	17-04 Ford 550 SLA with Dump 01-171-360-71754	\$50,457.56
0063070	8/22/2017	Waddick Fuels	P&R - Dyed ULS 01-171-099-60340	\$313.03
0063079	8/29/2017	Cogeco	37 Beech St 01-171-172-60327	\$54.95
0063082	8/29/2017	Union Gas Limited	103 Park St - Kings Landing 01-171-178-60481	\$10.22
0063082	8/29/2017	Union Gas Limited	315 Queen St 01-171-155-60314	\$30.37

**Total For Department 171 \$136,341.80**

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0063023	8/22/2017	Kingsville Home Hardware	FOL - Facility Mtce 01-172-099-60315	\$9.98
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**Total For Department 172 \$9.98**

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0062824	8/10/2017	Allstream Business Inc	Boat Ramp 519-733-6020 01-173-099-60327	\$44.30
0062836	8/10/2017	Chapman Signs	Marina - washroom signs 01-173-099-60315	\$40.00
0062925	8/10/2017	Proud House Wash Ltd.	Marina - Weed Spray 01-173-099-60315	\$220.00
0062963	8/10/2017	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$3,943.29
0062963	8/10/2017	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$3,335.25
0062963	8/10/2017	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$477.64
0062971	8/10/2017	XPlornet Communications Inc	Equipment Rental 01-173-099-60327	\$49.99
0063023	8/22/2017	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$20.97
0063023	8/22/2017	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$30.41
0063023	8/22/2017	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$124.83
0063023	8/22/2017	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$25.16
0063031	8/22/2017	HYDRO ONE	Cedar Beach Marina-West Dock 01-173-099-60314	\$157.43
0063031	8/22/2017	HYDRO ONE	20 Cedar Island Boat Slips 01-173-099-60314	\$791.26

# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0063031	8/22/2017	HYDRO ONE	Boat Ramp Booth 01-173-099-60314	\$45.72
0063036	8/22/2017	Phasor Industrial	Marina - Door Lock Timer 01-173-099-60315	\$210.00
0063070	8/22/2017	Waddick Fuels	Marina - UNLD Gas 01-173-099-60383	\$1,344.05
0063077	8/22/2017	XPlornet Communications Inc	Marina - Rental 01-173-099-60315	\$49.99
<b>Total For Department 173</b>				<b>\$10,910.29</b>
<u>174</u>	-			
0062889	8/10/2017	Kingsport Environmental	Birds of Prey Show 01-174-099-60829	\$508.80
<b>Total For Department 174</b>				<b>\$508.80</b>
<u>175</u>	-			
0062829	8/10/2017	Big Silver Inc	Movies at Cedar Island Beach 01-175-099-60628	\$4,070.40
0062918	8/10/2017	Petty Cash (Arena)	Commemorative Tea 01-175-099-60632	\$32.05
0062918	8/10/2017	Petty Cash (Arena)	Table Cloths 01-175-099-60632	\$7.65
0062938	8/10/2017	Shoreline Week	Travel Guide 01-175-099-60628	\$610.56
0062940	8/10/2017	Sims Publications Incorporated	Movie Night Ad 01-175-099-60306	\$142.46
0062954	8/10/2017	The Trophy Boys	Medals and Ribbons 01-175-099-60628	\$30.53
<b>Total For Department 175</b>				<b>\$4,893.65</b>
<u>176</u>	-			
0062839	8/10/2017	Communities In Bloom-Ontario	CIB 2017 Symposium Awards 01-176-099-60654	\$72.04
0062839	8/10/2017	Communities In Bloom-Ontario	CIB 2017 Symposium Awards 01-176-099-60654	\$72.04
0062853	8/10/2017	Janet Dupuis	Judge's Gift Basket 01-176-099-60653	\$12.46
0062854	8/10/2017	Maggie Durocher	CIB Judges Wine 01-176-099-60653	\$45.40
0062854	8/10/2017	Maggie Durocher	CIB - Tour Costs 01-176-099-60652	\$132.55
0062854	8/10/2017	Maggie Durocher	CIB - Judges Lunch 01-176-099-60653	\$50.25
0062854	8/10/2017	Maggie Durocher	CIB - Breakfast 01-176-099-60653	\$50.83

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062888	8/10/2017	Kingsville Golf and Country	Dinner 01-176-099-60653	\$962.76
0062898	8/10/2017	Loblaw Inc.	CIB Lunch 01-176-099-60652	\$70.67
0062918	8/10/2017	Petty Cash (Arena)	Table Cloths, Plates 01-176-099-60652	\$13.69
0062940	8/10/2017	Sims Publications Incorporated	CIB Ad 01-176-099-60306	\$468.10
0062940	8/10/2017	Sims Publications Incorporated	CIB Ad 01-176-099-60306	\$187.24
0062940	8/10/2017	Sims Publications Incorporated	CIB Booklets 01-176-099-60306	\$798.82
<b>Total For Department 176</b>				<b>\$2,936.85</b>
<u>178</u>	-			
0062991	8/22/2017	Coulson & Associates Ltd	Designated Substance Survey 01-178-360-71630	\$1,551.84
0063011	8/22/2017	Glos Associates Inc	Kings Landing Renovatin 01-178-360-71630	\$8,120.44
<b>Total For Department 178</b>				<b>\$9,672.28</b>
<u>180</u>	-			
0062947	8/10/2017	Storey Samways Ltd	July 15-30/17 01-180-099-60326	\$3,553.46
0063052	8/22/2017	Sims Publications Incorporated	CIP-2nd Public Notice 01-180-360-71741	\$183.17
0063056	8/22/2017	Storey Samways Ltd	Contracted Services 01-180-099-60326	\$3,568.72
<b>Total For Department 180</b>				<b>\$7,305.35</b>
<u>181</u>	-			
0062828	8/10/2017	Bell Canada	BIA - Phone 01-181-099-60327	\$103.05
0062837	8/10/2017	Cindy's Home and Garden	BIA Flowers 01-181-170-60839	\$4,782.72
0062868	8/10/2017	Flower Fashions	Gord Queen's Granddaughter 01-181-099-60317	\$36.02
0062868	8/10/2017	Flower Fashions	Grant - New Awnings 01-181-099-60833	\$500.00
0062978	8/22/2017	Bell Canada	BIA - Internet 01-181-099-60327	\$30.53
0062986	8/22/2017	Cindy's Home and Garden	Flowers - Town Clock & Planter 01-181-170-60839	\$636.00
0062986	8/22/2017	Cindy's Home and Garden	Facelift Grant - New Sign 01-181-099-60833	\$500.00

**Town of Kingsville  
Council Summary Report**

<b>Cheque Number</b>	<b>Cheque Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Cheque Amount</b>
0063035	8/22/2017	Petty Cash (BIA)	Frames 01-181-099-60301	\$20.35
0063035	8/22/2017	Petty Cash (BIA)	Gold Seals 01-181-099-60301	\$13.19
0063072	8/22/2017	Karen Wettlaufer	Office Supplies 01-181-099-60301	\$88.17
<b>Total For Department 181</b>				<b>\$6,710.03</b>
<u>184</u>	-			
0063014	8/22/2017	Hall Telecommunications Suppl	July 2017 01-184-099-63300	\$172.99
<b>Total For Department 184</b>				<b>\$172.99</b>
<u>185</u>	-			
0063052	8/22/2017	Sims Publications Incorporated	Business Cards - N Cobby 01-185-099-60307	\$76.32
0063055	8/22/2017	Speedprint Inc.	Tablecloth "Kingsville" 01-185-099-63104	\$339.54
0063073	8/22/2017	The Windsor Star	Buy Local Ad 01-185-099-63104	\$508.80
0063078	8/29/2017	Bell Canada	BIA Toll Free 01-185-099-60327	\$12.17
<b>Total For Department 185</b>				<b>\$936.83</b>
<u>186</u>	-			
0062851	8/10/2017	Kim DeYong	Ont Heritage Conf June 8-10 01-186-098-60254	\$325.27
<b>Total For Department 186</b>				<b>\$325.27</b>
<u>201</u>	-			
0062859	8/10/2017	EMCO	Flushing Supplies & Valve Boxes 02-201-099-63045	\$4,311.55
0062859	8/10/2017	EMCO	Hillview Mainbreak 02-201-099-63030	\$506.76
0062859	8/10/2017	EMCO	Watermain/Meter Parts 02-201-099-63015	\$5,318.99
0062859	8/10/2017	EMCO	Watermain/Meter Parts 02-201-099-63030	\$1,565.86
0062879	8/10/2017	Hurricane SMS Inc	Valve Box Repairs 02-201-099-63040	\$1,831.68
0062893	8/10/2017	Rene Lepage	Refund on Final 02-201-006-12067	\$140.73



# Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062894	8/10/2017	Dave Levy	Boots 02-201-072-60216	\$71.22
0062895	8/10/2017	Lightning Equipment Sales Inc	Custom Retrofit for F250 02-201-360-71755	\$9,959.38
0062905	8/10/2017	Mill-Am Corporation	Asphalt Repair CR20 02-201-099-60418	\$12,089.08
0062908	8/10/2017	Monarch Office Supply	Office Supplies - July 2017 02-201-099-60317	\$29.96
0062914	8/10/2017	OACETT	2017/2018 Membership Dues 02-201-099-60320	\$72.23
0062924	8/10/2017	Preview Inspections and Consul	Backflow Prevention 02-201-180-60405	\$1,831.68
0062924	8/10/2017	Preview Inspections and Consul	Backflow Program 02-201-180-60405	\$2,732.25
0062924	8/10/2017	Preview Inspections and Consul	Backflow Program 02-201-180-60405	\$1,831.68
0062949	✖ 8/10/2017	Linda Lee Strickland	Refund on Final 02-201-006-12067	\$144.17
0062951	✖ 8/10/2017	David Teichroeb	Refund on Final 02-201-006-12067	\$92.21
0062959	8/10/2017	TSC Stores L.P.	Fluid Lubricant 02-201-099-60335	\$22.39
0062962	8/10/2017	Victory Ford Lincoln Sales Ltd	2017 Ford F250 02-201-360-71755	\$44,627.97
0062966	8/10/2017	Windsor Factory Supply	Hydrant Paint 02-201-099-63045	\$142.44
0062969	8/10/2017	Wolseley Canada Inc	Water Service Connections 02-201-099-63025	\$475.71
0062969	8/10/2017	Wolseley Canada Inc	Hydrant Pump Kit 02-201-099-63045	\$375.49
0062974	8/22/2017	AGO Industries Inc.	Logos for Clothing 02-201-072-60216	\$152.64
0062974	8/22/2017	AGO Industries Inc.	Env - Clothing 02-201-072-60216	\$635.80
0062983	8/22/2017	Canada Post Corporation	GN Water & Arrears 02-201-099-60303	\$1,658.85
0063023	8/22/2017	Kingsville Home Hardware	String for Trimmers 02-201-099-63045	\$9.66
0063032	8/22/2017	Ontario One Call	Notifications - July 02-201-099-63020	\$302.79
0063041	8/22/2017	Queens Auto Supply	08-01 Light 02-201-099-60316	\$10.11
0063066	8/22/2017	Uline Shipping Supply Specialis	Asbestos PPE 02-201-099-60347	\$2,264.08
0063068	✖ 8/22/2017	Peggy Van Mierlo-West	Overpaid Water Account 02-201-006-12067	\$345.26
Total For Department			201	\$93,552.62

242 -

0062858	8/10/2017	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$87.57
0062858	8/10/2017	E.L.K. Energy Inc	Bernath Pump Station 02-242-099-60314	\$15.77

**Town of Kingsville  
Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0062858	8/10/2017	E.L.K. Energy Inc	67 Heritage Sewage 2 02-242-099-60314	\$2,163.05
0062858	8/10/2017	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$618.93
0062881	8/10/2017	Hydro One Networks Inc	Rfnd Admin Service 5yr Renewal 02-242-099-60314	\$376.51
0062912	8/10/2017	Ontario Clean Water Agency	Operations and Maintenance 02-242-320-64360	\$76,049.44
0062913	8/10/2017	HYDRO ONE	18 Hwy Lane Sewage Lagoon 02-242-099-60314	\$48.76
0062941	8/10/2017	Southwestern Sales Corp. Ltd.	Sewer Repair - 80 Wgle 02-242-320-64365	\$822.19
0062966	8/10/2017	Windsor Factory Supply	Gates at Kingsville Lagoons 02-242-099-60315	\$8.78
0063023	8/22/2017	Kingsville Home Hardware	Padlock for Lagoons 02-242-099-60315	\$25.43
0063031	8/22/2017	HYDRO ONE	1460 Road 2E Pump 02-242-099-60314	\$614.07
0063031	8/22/2017	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$71.44
0063031	8/22/2017	HYDRO ONE	1562 Heritag Rd Pump 4 02-242-099-60314	\$78.47
0063031	8/22/2017	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$167.77
0063031	8/22/2017	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$141.12
0063031	8/22/2017	HYDRO ONE	1902 Heritage Rd Pump 5 02-242-099-60314	\$49.46
0063031	8/22/2017	HYDRO ONE	Forcemain over Bridge 02-242-099-60314	\$27.79
0063080	8/29/2017	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$15,319.22

**Total For Department 242 \$96,685.77**

**243** -

0062858	8/10/2017	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$283.42
0062858	8/10/2017	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$113.15
0062858	8/10/2017	E.L.K. Energy Inc	16 Whitewood (Behind) 02-243-328-64365	\$15.53
0062858	8/10/2017	E.L.K. Energy Inc	168 Cty Rd 27 - Lagoon 02-243-099-60314	\$85.41
0062873	8/10/2017	Gosfield North Communications	Pump House Alarm 02-243-099-60327	\$48.15
0062912	8/10/2017	Ontario Clean Water Agency	Operations and Maintenance 02-243-320-64360	\$5,859.76

**Total For Department 243 \$6,405.42**

Town of Kingsville  
Council Summary Report

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

\$1,113,724.12



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

**Date:** August 31, 2017  
**To:** Mayor and Council  
**Author:** Sandra Zwiers, Director of Financial Services  
**RE:** Residential Service Line Coverage  
**Report No.:** FS-2017-12

---

## **AIM**

To highlight the shared responsibility by the town and property owners for the maintenance of water, storm and sanitary service lines, to identify the risk of financial loss for damages caused by service line failures and to provide council and the public with information about resources available to mitigate this risk.

## **BACKGROUND**

Climate change has resulted in unprecedented rainfall in recent years. Many municipalities have experienced localized flooding and residential reports of property damage due to basement flooding have increased.

The municipality is responsible for maintaining the infrastructure network on public property. That responsibility ends at the property line where it transfers to the property owner. Ensuring both the town and property owners understand their responsibilities and maintain their respective infrastructure decreases the potential for property damage and financial losses due to flooding. Working together to manage the effects of climate change is key to the town's overall success and risk management program.

## **DISCUSSION**

Property owners can do a number of things to reduce the likelihood of flooding:

1. Ensure eaves troughs and downspouts are disconnected from storm sewer connections and run them over land and away from foundations.
2. Install backwater valves.
3. Install a sump pump.
4. Install a battery or water operated back up to an existing sump pump.
5. Perform regular maintenance of private plumbing pipes and fixtures.
6. Purchase an insurance policy that specifically covers above ground, ground water and/or flooding events due to service line failures.

The Town currently offers a Basement Flooding Protection Subsidy Program to financially assist property owners to complete options #2 and #3. Please refer to Appendix A – Program Information and Application Guide.

In the event of a flooded basement or sewer/water line backup, the first point of contact is often the municipality. Municipal staff respond to the incident and investigate the cause. If the cause is found on the public side, the municipality covers the cost of the repair and the town's insurance program may be used to cover damages to a property owner as a result of the town's failed infrastructure.

If the cause is found to be on the private side, the property owner is responsible for the cost of repairs and their own insurance program would be used to cover damages. This fact sometimes comes as a surprise to homeowners who may believe all underground infrastructure is the town's responsibility.

Changes in basic homeowner policies have limited coverage for flood-related events. Option #6, insurance coverage specifically for damage caused by private service line failure, is a relatively new product in the insurance marketplace.

Information obtained at a recent training conference was provided to administration by councillor Neufeld. Local Authority Services (LAS) in cooperation with the Association of Municipalities of Ontario (AMO) endorses Service Line Warranties of Canada (SLWC); a company that markets low cost warranty coverage to homeowners. The warranty/insurance coverage aims to repair or replace critical service line infrastructure that is the responsibility of the property owner. Refer to Appendix B which provides a FAQ and fee chart.

The LAS-endorsed program would require council to enter into an agreement which would allow SLWC permission to solicit property owners to purchase coverage at their discretion. Purchase of warranty coverage/insurance would not be mandatory.

The LAS partnership with SLWC arose out of LAS' recognition that an insurance gap existed in the marketplace that was negatively affecting municipalities and their residents. Since the inception of the LAS/SLWC program, other insurance carriers have entered the marketplace to offer similar products/coverage options at equally competitive rates. Administration does not recommend endorsing one program over another. Alternatively, administration recommends focusing its efforts on informing the public of the measures they can take to reduce the risk of loss due to flooding which includes purchasing insurance coverage privately.

## **LINK TO STRATEGIC PLAN**

To promote a safe community.

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

To become a leader in sustainable infrastructure renewal and development.

## **FINANCIAL CONSIDERATIONS**

The town carries insurance coverage to address losses caused by failures of town owned sewer and water line infrastructure.

Monies have been set aside to fund applications made under the Basement Flooding Protection Subsidy Program.

The cost of purchasing private coverage for losses caused by failure of privately owned sewer and water line infrastructure would be paid by the property owner.

Municipalities can apply to the provincial government for disaster relief grants in emergency or disaster situations. As these events become more commonplace and requests for funding potentially increase, the criteria to receive funding is likely to be more stringent. Administration believes that if a municipality and its residents can demonstrate they have taken reasonable measures to minimize their losses, it is reasonable to anticipate the remaining costs will more likely be eligible for funding.

Educating administration, council and the public of the resources available will help strengthen our risk management strategy and financial stability.

## **CONSULTATIONS**

Senior Management

Eleonore Schneider, LAS/AMO

## **RECOMMENDATION**

That council receive this report for information and direct administration to educate the public about flooding prevention resources through our various communication channels.

*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  
Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733-2305

[www.kingsville.ca](http://www.kingsville.ca)

## **BASEMENT FLOODING PROTECTION SUBSIDY PROGRAM**

### **PROGRAM INFORMATION AND APPLICATION**

Council approved a Basement Flooding Protection Subsidy Program (BFP) to assist homeowners.

The BFP is a program assists homeowners by way of a financial subsidy to install a sump pump and/or back-water valve (flood protection devices).

For the application and for further information about this program, please read the enclosed information.

**BASEMENT FLOODING PROTECTION SUBSIDY PROGRAM**

Application# \_\_\_\_\_

**A. Pre-Qualification:**

Homeowner's Name: \_\_\_\_\_

Homeowner's Address: \_\_\_\_\_

Address where work is being performed: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Inspection Time:  
(M-F – 8:00 a.m. to 7:00 p.m.) \_\_\_\_\_

Forward completed application to:

**Basement Flooding Protection  
Subsidy Program**

Director of Municipal Services

Attention: Andrew Plancke

2021 Division Rd North  
Kingsville, ON N9Y 2Y9

E-mail to: [aplancke@kingsville.ca](mailto:aplancke@kingsville.ca)

Are your taxes current? **Yes or No**

If you answered, "No" to above, are you on a payment plan with the  
Town to become current? **Yes or No**

**Please Note:** Being enrolled in a payment plan is acceptable for the purpose of satisfying the requirement under the Basement Flooding Protection Subsidy Program of being current on your taxes. If your taxes are not current and you are not enrolled in a payment plan, please contact us (below) to arrange a payment plan.

**Corporation of the Town of Kingsville**

Attention:  
Finance Services Department  
2021 Division Rd North,  
Kingsville, ON N9Y 2Y9

**B. Proposed Eligible Works:**

**Maximum Eligible Subsidy Limit is \$1,500 Per Home/Unit**

If known, please indicate what work you are applying for under the program.

A) Install a Backwater Valve - Up to 50% of cost, (\$750 maximum)

B) Install a sump pump in order to disconnect foundation drains to floor drains  
Up to 50% of cost, (\$750 maximum)

C) Install a backwater valve and sump pump - Up to 50% of cost, (\$1,500 maximum)

**FOR OFFICE USE ONLY: ELIGIBLE: YES or NO**



**C. Release:**

(To be signed when the Building Inspector visits property)

**ACKNOWLEDGEMENT OF RESPONSIBILITY AND LIABILITY WAIVER**

**TO BE COMPLETED BY ALL OWNERS OF THE PROPERTY**

**ATTENTION: SIGNING THIS DOCUMENT IS A PRE-CONDITION TO PARTICIPATION IN THE BASEMENT FLOODING PROTECTION SUBSIDY PROGRAM. BY SIGNING THIS LEGAL DOCUMENT YOU GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.**

**You are entitled to obtain independent legal advice before signing.**

**Property Address:** \_\_\_\_\_ **Kingsville, ON** \_\_\_\_\_

In consideration for participation in the Basement Flooding Protection Subsidy Program [the "Program"], I/we, an Applicant(s), understand, acknowledge, and agree that:

- a) I/we am/are the owner(s) of the property stated herein;
- b) **The Applicant(s) are fully and solely responsible for any and all work as carried out through the Program, including but not limited to, the choice of eligible contractors, the selection and/or installation of materials, the work, improvements, and/or modifications conducted, and any and all other work procedures [collectively the "Work"], regardless of whether said Work was carried out as part of, or in association with, the Program;**
- c) **The Corporation of the Town of Kingsville [the "Corporation"] assumes no responsibility for the methods, workmanship, or any action or inaction, by the contractor, which the Applicant(s) may find to be unacceptable;**
- d) Any issues the Applicant(s) may have arising from the Work will be addressed by the Applicant(s) directly with the contractor, and **the Corporation is not responsible for doing so;**
- e) Should any of the Work be removed within 5 years of the completion date, the **total amount** of the subsidy provided through the program shall be repaid by the **Applicant(s)** to the Corporation;
- f) The Corporation is entitled to disconnect the property's downspout, at the Corporation's cost.
- g) **The Corporation assumes no responsibility or liability for any loss, damage, injury, expense, or any other matter that may arise, or that may be incurred, as a result of the Applicant(s)'s participation in Program, as a consequence of any cause, including the negligence of the contractor, the Corporation, and/or their employees and/or agents.**
- h) Participation in the Program is **not a guarantee** by the Corporation that future flooding will not occur;

- i) The Applicant(s) hereby release and hold harmless the Corporation, its employees and/or agents, from any and all Claims associated with participating in Program, including losses from future sewer backups resulting from the failure of any of the Work carried out under this Program, howsoever arising;
- j) The Applicant(s) are responsible to ensure that a building permit is obtained within 60 days of receiving Building Inspector approval to proceed with eligible work under the program.

I/we understand and agree that I/we have been given the opportunity to seek independent legal advice prior to signing this document, and hereby accept full responsibility for complying with all of the terms set forth therein.

I/we agree that this document will be binding upon myself/ourselves, my/our heirs, next of kin, executors, administrators, and successors.

I/we hereby direct payment of the Program grant to be made to \_\_\_\_\_

**I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER ON MY LEGAL RIGHTS AND RESPONSIBILITIES.**

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Applicant's Name

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Co-Applicant's Name *(if applicable)*

\_\_\_\_\_  
Co-Applicant's Signature *(if applicable)*

\_\_\_\_\_  
Witness

# Contractor Quote Form

PLUMBING CONTRACTOR TO COMPLETE FOR HOMEOWNER

Application # \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Contractor's Telephone: \_\_\_\_\_

License #: \_\_\_\_\_

Request For Quote By: \_\_\_\_\_

Address Where Work Is To Be Completed: \_\_\_\_\_

**Installation of a backwater  
valve must be certified by  
a licensed plumbing  
contractor or master  
plumber**

Detailed Work Quote:

Please List Materials and Labour separately (and attach other information as needed):

Total Cost (including tax): \$ \_\_\_\_\_

Quote Good Until (must be good for at least 60 days): \_\_\_\_\_

No. of Days Required to Complete Work: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**Notice to Homeowners: Do NOT sign blank contractor quote forms**

I hereby acknowledge that I requested this quote from the Contractor listed herein and have received this quote directly from said Contractor.

Homeowner's Signature: \_\_\_\_\_

**Note to Homeowner:**

When the work is completed, please forward this quote and original invoice(s) which show a cost breakdown of all charges with the total amount paid clearly marked as "Paid in Full" by mail or in person to:

**Basement Flooding Protection Subsidy Program**

Attention: Andrew Plancke  
Director of Municipal Services  
2021 Division Rd North  
Kingsville, On N9Y 2Y9

# Contractor Quote Form

CONTRACTOR TO COMPLETE FOR HOMEOWNER

Application # \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Contractor's Telephone: \_\_\_\_\_

**Installation of a backwater  
valve must be certified by  
a licensed plumbing  
contractor or master  
plumber**

License #: \_\_\_\_\_

Request For Quote By: \_\_\_\_\_

Address Where Work Is To Be Completed: \_\_\_\_\_

Detailed Work Quote:

Please List Materials and Labour separately (and attach other information as needed):

Total Cost (including tax): \$ \_\_\_\_\_

Quote Good Until (must be good for at least 60 days): \_\_\_\_\_

No. of Days Required to Complete Work: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**Notice to Homeowners: Do NOT sign blank contractor quote forms**

I hereby acknowledge that I requested this quote from the Contractor listed herein and have received this quote directly from said Contractor.

Homeowner's Signature: \_\_\_\_\_

**Note to Homeowner:**

When the work is completed, please forward this quote and original invoice(s) which show a cost breakdown of all charges with the total amount paid clearly marked as "Paid in Full" by mail or in person to:

**Basement Flooding Protection Subsidy Program**

Attention: Andrew Plancke  
Director of Municipal Services  
2021 Division Rd North  
Kingsville, ON N9Y 2Y9

The Town of Kingsville makes improvements annually to the complex system of underground pipes, sewers and catch basins. However, these improvements alone cannot completely protect a home from basement flooding.

With increasingly frequent and severe weather events related to climate change, it is essential that residents take the appropriate action to reduce the risk of basement flooding on their own private property.

## **What Is It?**

Kingsville is offering residents a financial subsidy to install a sump pump and/or install a back-water valve and/or disconnect foundation drains from the floor drain. The amount of subsidy that may be available to residents is described below.

### **Basement Flooding Protection Subsidy – Eligible Amounts**

#### **Install Backwater Valve(s) (Licensed plumber, permit required)**

Up to 50% of cost, (\$750. maximum)

#### **Install sump pump to disconnect foundation drains to floor drains**

Up to 50% of cost, (\$750. maximum)

#### **Install backwater valve and sump pump**

Up to 50% of cost, (\$1,500 maximum)

**Disputes with respect to qualifying work will be resolved by the Director of Municipal Services and/or the Chief Building Official or their designate.**

## **What the program does not cover:**

- Replacement of existing sump pump
- Upgrade of sump pump
- Addition of another sump pump
- Installation of a sump pump when foundation drains are already separated from floor drain or sanitary sewer
- Work performed for which a permit cannot be obtained.

## **Subsidy Requirements**

**ALL** eligible basement flooding protection work **MUST** be performed by a contractor/licensed plumber or master plumber. If a backwater valve is installed by a contractor, a licensed plumber must certify its installation. Any work performed by a homeowner themselves **DOES NOT** qualify for subsidy.

## **Who Is Eligible For This Program?**

This program is available to homeowners who live in the Town of Kingsville and do not have amounts owing to the Town such as back taxes or overdue payments.

## **How Do I Take Advantage Of This Subsidy Program?**

## What is the process?

**Application:** Start by completing sections A and B on the Application found on page 7 and send it:

Via mail to: **Basement Flooding Protection Subsidy Program**  
Attention: Andrew Plancke  
Director of Municipal Services  
2012 Division Rd North  
Kingsville, On N9Y 2Y9

Via email to: [aplancke@kingsville.ca](mailto:aplancke@kingsville.ca)

if you reside in the Town and you obtained or can obtain a permit to complete the work and you have your original invoice.

## Steps in the Process:

1. Your application will be screened initially to:
  - a) Determine if you reside in the Town; and
  - b) Determine if any amounts are currently outstanding. i.e. tax arrears
2. Next, if conditions 1a) and 1b) above are met, a Building Inspector will arrange to visit your residence and determine the eligible work for subsidy under this program. The Building Inspector will also have the property owner(s) sign the release found in Section C of the Application.

## Please note:

- Subsidies for eligible work are subject to available funding and provided on a first-come, first-served basis
- Subsidies are provided one time only for each eligible installation, per property, and on a no-fault basis.
- The Ontario Building Code does not allow backwater valves to be installed on buildings having more than one dwelling unit. Townhouses are permitted but not duplexes or any buildings where there is one unit above another.
- The subsidy is available only to existing homes, not homes in the planning stages or currently under construction.
- The property must have its downspouts already properly disconnected (or the owner agrees to have them disconnected in the future) from the Town sewer system, where possible.
- If the Building Inspector approves eligible work under the program, all owners of the property will be required to sign the Acknowledgement of Responsibility and Liability Waiver ["Waiver"] (found in Section C of the Application).
- Once the signed Waiver is received by the Building Inspector you can then proceed to obtain two quotes to perform the eligible work.

The homeowner must also sign both quotes to acknowledge that the quotes were requested by the homeowner.

You may select whichever quote you are satisfied with – however – the Town will use the lower of the two quotes for calculation of your eligible subsidy amount.

- A master plumber or licensed plumbing contractor (they should be able to present a current license) must certify the backwater valve installation. If you have any concerns about whether or not the plumber is licensed, please contact the Town.
  - The plumbing contractor must use material or fittings that are approved by the Ontario Building Code.
  - A building plumbing permit and an approved final inspection must be obtained for back-water valve and sump pump installations.
  - The permit must be obtained within 60 days of receiving Building Inspector
  - Approval to proceed with eligible work under the program.
  - If a sump pump is installed, please ensure the disconnection or capping of leads to the floor drain.
3. **Have the work performed.** (We recommend that you do not pay the plumbing contractor in full until the building permit has been finalized.)
4. **How do I receive the subsidy?** If the work is in order, please remit the following information in order that the paperwork can be processed and a cheque issued for the eligible subsidy amount:
- The two quotes received for the eligible work (as described earlier in 3).
  - Invoice(s) must show a cost breakdown of all charges; with the total amount paid clearly marked as "Paid in Full."
  - All documents must be originals. No photocopies will be accepted.
  - Supporting documentation must be received by the Town of Kingsville within one year of the date of completion of the work as listed on your original invoice.

Remit required paperwork to:

**Basement Flooding Protection Subsidy Program**

Attention: Andrew Plancke  
Director of Municipal Services  
2012 Division Road North  
Kingsville, ON N9Y 2Y9  
[aplancke@kingsville.ca](mailto:aplancke@kingsville.ca)

**FOR OFFICE USE ONLY**

**COST:**

Permit Fee: \$ \_\_\_\_\_

Cost of Work(s) (including taxes) \$ \_\_\_\_\_

Work completed by (list Contractor): \_\_\_\_\_

Total Eligible Work Cost \$ \_\_\_\_\_

A) Account No.: \_\_\_\_\_

B) Account No.: \_\_\_\_\_

C) Account No.: \_\_\_\_\_

Total Eligible Subsidy \$ \_\_\_\_\_

**INTERNAL APPROVALS:**

Municipal Services Approval: \_\_\_\_\_

Approval for Payment (Finance): \_\_\_\_\_

**COMMENTS:**

**DATE (YYYY/MM/DD) of:**

Application: \_\_\_\_\_

Initial Approval: \_\_\_\_\_

Building Permit Finalized: \_\_\_\_\_



## Sewer and Water Line Warranty Program Frequently Asked Questions

### **Why is the warranty program important?**

Many people believe that water and sewer lines will last hundreds of years without failing, but the truth is, there are many things other than the life expectancy of the pipes that contribute to infrastructure failure - such as tree-root intrusion, rust and weather. The program provides peace of mind - to municipal homeowners and municipal leadership.

### **What does this warranty service cover?**

The LAS Sewer and Water Line Warranty Service provides homeowners of a participating municipality with access to coverage for their sewer and water laterals leading from the residence to the municipal line. The warranty covers any repair or replacement work on laterals as a result of general decay from age, rusting, tree-root intrusion, and weather related occurrences, including frozen pipes.

### **What is the program cost for the municipality and homeowners?**

There is no cost to the municipality for this program and homeowners' participation is completely voluntary. For a small monthly fee (see the pricing page), homeowners can purchase warranty protection that covers repairs to the buried lateral lines on their property. Public funds are never used in the marketing or administration of the program.

### **How does the program work?**

LAS' service partner, SLWC, manages all aspects of the program, including marketing, billing, customer service, contractor management and completion of all repairs to local code. SLWC even handles the mailings to homeowners in your community, with all mailings being pre-approved by the municipality.

### **Who is eligible for the program?**

Single family homeowners are eligible for the program. Rental properties are also eligible for coverage, provided the property owner purchases the warranty. Excluded properties include apartment and high-rise buildings, mobile homes and multi-family units with shared service lines.

### **Is pre-inspection required before a homeowner can enroll?**

Pre-inspection is not required prior to enrollment in the warranty program for any property. During the enrollment process, the homeowner acknowledges that their current service lines are in good working condition per the Terms and Conditions of the program.

### **What happens when a homeowner experiences a service line issue on their property?**

With one call to the SLWC toll-free number, a licensed contractor from the area will be dispatched to make the repair. There is no paperwork to complete, no hidden services fees or deductibles, and no annual limits on the number of repair occurrences. All contractors are thoroughly vetted through a third-party compliance management vendor that performs extensive background checks.

### **Who completes any necessary repairs?**

All work will be performed by a licensed contractor that has successfully passed the necessary requirements to become a member of the SLWC Contractor Network. If a permit or line location is

required, proper permitting will be secured before work begins and any necessary repair will conform to applicable plumbing/excavating codes.

#### **What is the water line coverage?**

Coverage includes the consumer-owned portion of the primary water service line from a public or municipal water system to the point of entry to the home. The program provides service or repair for the broken or leaking water line serving the home where the flow of the line is interrupted due to normal wear and tear up to \$5,000 per occurrence.

#### **What is the sewer lateral coverage?**

Coverage includes the consumer-owned portion of the sewer lateral from the point of entry into the home to the point of municipal sewer responsibility (typically the main service line). The program provides service or repair to restore flow to the sewer lateral servicing the residence where the line is impeded due to normal wear and tear, or tree roots, up to \$8,000 per occurrence.

#### **What is the warranty on services completed by SLWC?**

All repairs are warranted for workmanship and quality for a period of one year by the servicing contractor however, as long as the enrolled customer remains in good standing with the SLWC program, additional repairs are covered as there are no lifetime or annual limits on the number of repairs.

#### **What is the contract term with SLWC?**

The contract term is month-to-month. Customers may cancel their warranty at any time without penalty via phone, web, or written correspondence. Homeowners who pay annually receive a prorated refund for any remaining coverage period.

#### **Program Fees**

Your municipal residents are busy people with little time to spare for these unplanned occurrences. The cost of this warranty program is minimal – but the peace of mind is invaluable.

The standard program costs available to any municipality under the LAS program are:

Area	Warranty Type	Monthly Cost	Single Annual Payment
<b>Southern Ontario</b>	External Water Line	\$ 5.00	\$ 55.00
	External Sewer Line	\$ 5.75	\$ 64.00
	<b>Total (Annual)</b>	<b>\$ 129.00</b>	<b>\$ 119.00</b>
<b>Northern Ontario</b>	External Water Line	\$ 5.75	\$ 64.00
	External Sewer Line	\$ 6.50	\$ 73.00
	<b>Total (Annual)</b>	<b>\$ 147.00</b>	<b>\$ 137.00</b>

The program provides protection from the point of entry at the home to the municipal responsibility for the following amounts:

- External Water Line Coverage = \$5,000
- External Sewer Line Coverage = \$8,000



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

**Date:** August 29, 2017  
**To:** Mayor and Council  
**Author:** Tim Del Greco, Manager of Facilities and Properties  
**RE:** Kings Landing Demolition  
**Report No.:** MS 2017 - 44

---

#### **AIM**

To recommend to Council to proceed with the selected bidder in order to facilitate the demolition and site cleanup of the former Kings Landing Restaurant.

#### **BACKGROUND**

In June of 2017, Glos Associates Inc. was selected as the successful architect/project manager with respect to the demolition and subsequent rebuild of Kings Landing.

*456-2017*

*Moved by Deputy Mayor Gord Queen*

*Seconded by Councillor Susanne Coghill*

*Council approve the proposal of Glos Associates Incorporated in the amount of \$79,800.00 for architectural and engineering services in order to facilitate demolition of the former Kings Landing Restaurant and construction of a new recreational facility.*

#### **DISCUSSION**

In August of 2017, a request for demolition services was advertised. As a result, seven contractors submitted pricing. The following table displays the top three results:

<b>Contractor Name</b>	<b>Price</b>
Gagnon Demolition Inc.	\$64,460.00
Jones Group Ltd.	\$71,000.00
Rudak Excavating	\$74,559.00

Pending approval of this report, removal of hazardous materials will begin followed by demolition and site cleanup. It is anticipated that all site work will be completed prior to the end of this month (September 2017).

**LINK TO STRATEGIC PLAN**

Improve recreational and cultural facilities and opportunities within the Town of Kingsville.

**FINANCIAL CONSIDERATIONS**

In the 2017 Kingsville Municipal Budget there is \$640,000 allocated for the development of the Grovedale project. \$64,460 would be required in order to procure demolition services from the recommended bidder.

**CONSULTATIONS**

Municipal Services  
Gagnon Demolition Inc.

**RECOMMENDATION**

Recommend Council approve the proposal submitted by Gagnon Demolition Inc. in the amount of \$64,460.00 and proceed with the demolition and site cleanup of the former Kings Landing Restaurant.

*Tim Del Greco*

Tim Del Greco, P.Eng  
Manager of Facilities and Properties

*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



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Kingsville, Ontario N9Y 2Y9  
(519) 733-2305  
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kingsvilleworks@kingsville.ca

**Date:** September 5, 2017  
**To:** Mayor and Council  
**Author:** Tim Del Greco, Manager of Facilities and Properties  
**RE:** Kings Landing Rebuild – Exterior Design  
**Report No.:** MS2017 - 45

---

#### **AIM**

To seek Council approval in selecting a design proposal for the Kings Landing rebuild.

#### **BACKGROUND**

In June of 2017, Glos Associates Inc. was selected as the successful architect / project manager with respect to the demolition and subsequent rebuild of Kings Landing.

*456-2017*

*Moved by Deputy Mayor Gord Queen*

*Seconded by Councillor Susanne Coghill*

*Council approve the proposal of Glos Associates Incorporated in the amount of \$79,800.00 for architectural and engineering services in order to facilitate demolition of the former Kings Landing Restaurant and construction of a new recreational facility.*

#### **DISCUSSION**

In July of 2017, Glos began preliminary design work with respect to the exterior appearance of the new build. Three designs were drafted (see appendix II):

- A two storey design reminiscent of the original Grovedale House
- A one storey contemporary design
- A one storey design reminiscent of the original Mettawas Hotel

A public input session was held in August seeking feedback from residents and Town Council in regards to a preferred design selection. Additional feedback was also gathered through the Town's website and social media platform. The following table outlines the number of positive votes received for each proposal:

Concept	Votes
Grovedale House	72
Contemporary Design	11
Mettawas Hotel	40

The Grovedale House was the preferred design according to the feedback collected.

Appendix I of this report includes correspondence from Glos detailing the main advantages /disadvantages of the two most favored designs as well as estimated costs of construction. Glos indicates within this letter their recommendation for a proposal selection, that being the Mettawas Hotel concept.

It can be expected that the initial construction as well as future building maintenance will result in greater cost with respect to the Grovedale House design. This is primarily due to:

- A larger two storey building
- Flat roof construction which is typically more expensive to construct and maintain
- Installation and maintenance of an elevator to provide accessibility to second storey
- Shorter life expectancy and increased maintenance with siding vs masonry

Considering the above information, the Mettawas Hotel concept is the more economical design whereas the Grovedale House is more representative of the current structure.

## LINK TO STRATEGIC PLAN

Improve recreational and cultural facilities and opportunities within the Town of Kingsville.

## FINANCIAL CONSIDERATIONS

Approximately \$1,863,200 would be required to construct the Mettawas Hotel concept whereas \$2,188,050 would be required to construct the Grovedale House concept. It is important to note that these figures are an approximation based on the 2016 RSMeans construction cost index.

## CONSULTATIONS

Glos Associates Inc.  
Municipal Services  
Kingsville Residents

## RECOMMENDATION

Recommend Council provide direction as to the preferred design selection with respect to the Kings Landing rebuild.

Tim Del Greco

Tim Del Greco, P.Eng  
Manager of Facilities and Properties

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

September 1<sup>st</sup> 2017

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

**Attention:** Tim Del Greco, P.Eng  
**Manager of Facilities and Property**  
**Re:** Kings Landing – Additional Design Concept  
Glos Job No. 17040

email: [tdelgreco@kingsville.ca](mailto:tdelgreco@kingsville.ca)

---

Mr. Tim Del Greco.

Glos Associates Inc. was asked to prepare 3 concepts in July of 2017 for the re-development of the Kings Landing property. Town of Kingsville administration during preliminary design meetings requested the following direction be taken and presented to the community:

- a. 2 storey design, traditional in nature, and reminiscent of the original Grovedale House.
- b. 1 storey design, contemporary in nature.
- c. 1 storey design, traditional in nature and reminiscent of the original Mettawas Hotel and Casino.

During a public meeting that took place on August 17<sup>th</sup> town council and members of the public were asked to provide feedback on 3 concepts presented. Two of the three concepts were overwhelmingly preferred based on internet and written responses received. Attached is a summary of the advantages and disadvantages for both of the 2 preferred concepts and a preliminary budget.

Based on the budget calculations and the program requirements of the project set out by the Town of Kingsville and the public feedback received, that we recommend proceeding with the “Mettawas Hotel” Concept.

Best Regards

Shane Mitchell – Project Manager



---

## **Mettawas Hotel Concept**

### Advantages:

- Lower Initial construction cost.
  - sloped roof (asphalt shingle) vs. flat roof membrane.
  - lower cost for structure of single storey construction vs. two
  - smaller total building area
- Barrier-free accessible without the need for an elevator.
- Single storey space is more conducive for assembly hall programming.
  - Linear design is more flexible space allowing for optional movable partition to divide the room into 2 rentable halls.
- Speed of construction.
  - Smaller total building area
- Lower long term maintenance cost.
  - sloped roof vs. flat (replacement cost)
  - primarily building stone masonry vs. composite siding

### Disadvantages:

- Extra cost to build Grovedale House Homage Garden.

## **Grovedale House Concept**

### Advantages:

- Layout provides additional 2000sqft event space (2<sup>nd</sup> floor).
- Replacement of original structure ideal from a heritage perspective.

### Disadvantages:

- Additional initial construction cost.
  - Increased total building area beyond programmatic needs
  - two storey structure
  - flat roof (requires steel joist vs. wood truss).
- Additional long term maintenance costs.
  - flat roof (replacement cost increase)
  - composite siding and Victorian details
  - 2<sup>nd</sup> storey porches (floor surface)
  - elevator maintenance
- Additional municipal liability.
  - 2<sup>nd</sup> storey porches.

**King's Landing**

## Comparative Construction Cost Budget Estimates

8/31/2017



Option 1 Mettawas Concept	Unit Quantity	Unit Price	Unit Total
General Building Cost / square foot	7,500	\$ 160.00	\$ 1,200,000
Large porch areas / square foot	1,780	\$ 80.00	\$ 142,400
Porte-cochere with flat roof / square foot	1,440	\$ 70.00	\$ 100,800
5% Contingency			\$ 70,000
<b>Bldg Total</b>			<b>\$ 1,513,200</b>

**Mettawas: Approx 7500sf**

Slab on grade w/ burnished Conc Finish		Inc	
Wood framed		Inc	
Wood Trusses at 2'-0" o/c		Inc	
Asphalt shingle sloped roof		Inc	
Porte-cochere with flat roof		Inc	
Masonry and siding facade		Inc	
Parking Area Allowance (Add)		\$	250,000
Landscape & Grovedale House Homage Garden Allowance (Add)		\$	100,000

Option 2 Grovedale House Concept	Unit Quantity	Unit Price	Unit Total
General Building Cost / square foot	7,500	\$ 160.00	\$ 1,200,000
Ground Floor (Slab on Grade)	2,000	\$ 140.00	\$ 280,000
Second Floor	2,850	\$ 80.00	\$ 228,000
Large covered porch areas ( on 2 levels)	715	\$ 70.00	\$ 50,050
Porte-cochere with flat roof			
Elevator	each	\$ 80,000.00	\$ 80,000
5% Contingency			\$ 100,000
<b>Bldg Total</b>			<b>\$ 1,938,050</b>

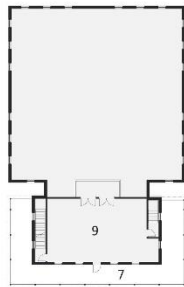
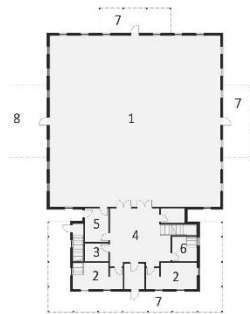
**Grovedale House: Approx 9500sf**

2 storey portion (includes 2 stairways)		Inc	
Elevator		Inc	
Steel Joists and metal deck w/ flat roofs		Inc	
Steel Frame w/ Wood Infill		Inc	
Flat roof		Inc	
2 storey covered porches		Inc	
Siding Façade		Inc	
Parking Area Allowance (Add)		\$	250,000

## Notes Common to both Options

- 2016 Means Square Foot Cost Data for " Community Centre" constructed with face masonry with concrete block backup; steel frame
- No kitchen equipment has been accounted for in this budget
- No sprinkler system
- This is an order of magnitude construction cost budget estimate subject to design development
- This estimate does not include any soft costs such as design, Legal, furniture, etc)
- No allowance has been included related to phasing the construction
- No park washrooms nor park concession stand has been included in this estimate
- Taxes not included
- Subject to increases due to inflation

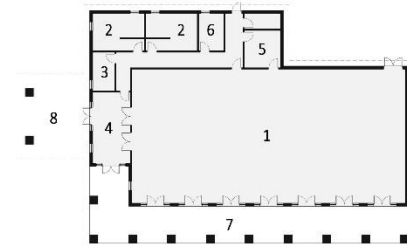
## Grovedale House



- 1 \_ main banquet hall
- 2 \_ mens / womens washrooms
- 3 \_ universal washroom
- 4 \_ lobby
- 5 \_ kitchen
- 6 \_ bride room
- 7 \_ covered porch
- 8 \_ porte-cochère
- 9 \_ community room



## Contemporary Design



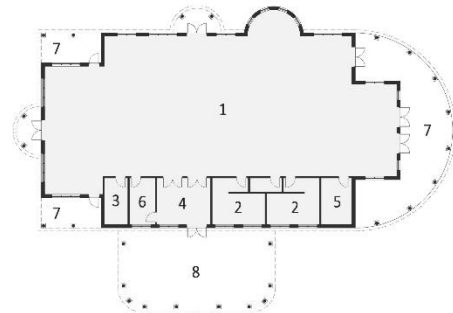
- 1 \_ main banquet hall
- 2 \_ mens / womens washrooms
- 3 \_ universal washroom
- 4 \_ lobby
- 5 \_ kitchen
- 6 \_ bride room
- 7 \_ covered porch
- 8 \_ porte-cochère



# Mettawas Hotel



- 1 \_ main banquet hall
- 2 \_ mens / womens washrooms
- 3 \_ universal washroom
- 4 \_ lobby
- 5 \_ kitchen
- 6 \_ bride room
- 7 \_ covered porch
- 8 \_ porte-cochère







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**Date:** August 15, 2017  
**To:** Mayor and Council  
**Author:** G.A. Plancke / Director of Municipal Services  
**RE:** Clean Water and Wastewater Funding (CWWF) Project Approval  
**Report No.:** MS 2017- 38

---

## **AIM**

To provide Council with an update regarding the approval of CWWF projects, and to advise budget implications as a result of the successful award of funding.

To authorize administration to complete and submit the required forms through the Ministry of Infrastructure (including preparation any applicable By-laws)

To recommend that The Ontario Clean Water Agency (OCWA) be retained as Project Manager (PM) to oversee the implementation of the CWWF approved projects.

## **BACKGROUND**

The 2017 Capital budget included a number of proposed projects submitted by OCWA for replacement, and or upgrade at the Town's three (3) wastewater treatment facilities.

Concurrently the announcement of the CWWF program administered by the Ministry of Infrastructure identified potential applicability of many of the listed 2017 and beyond Capital projects within that initiative. OCWA was contacted to prepare the application for CWWF and was submitted by Municipal Services.

The Town received notification that it was successful for a number of projects applied for under CWWF for a total net eligible cost of \$1,261,023 which represents approximately 75% funding for these projects. Although not successful for the entire list of submitted projects, the approved projects include equipment and system replacement upgrades for:

### The Lakeshore West Pollution Control Plant

- Replacement of Ultra Violet system - \$240,000.00
- Replacement of the transfer switch of the main Motor Control Centre (MCC) - \$150,000.00
- Replacement of raw inlet grit pumps, grit blowers and primary sludge pumps - \$161,022.00
- Raw inlet bar screen upgrade - \$390,000.00

- Plant facility roof replacement - \$100,001.00
- Supervisory Control and Data Acquisition (SCADA) replacement - \$150,000.00

#### Kingsville Pump Station # 2

- Sewage pumps replacement - \$120,000.00
- Main pumping station diesel generator replacement - \$85,000.00

#### Cottam Pump Station # 1

- Sewage pumps replacement - \$100,000.00

### **DISCUSSION**

The successful award of CWWF for these projects represents a considerable amount of logistics to implement the engineering, specifications, tendering, installation, and project management in order to meet the March 2018 deadline of spending 60% of the approved funding. As such, OCWA was requested to provide a proposal for the Engineering, Procurement, and Construction of the CWWF funded projects. OCWA was sole sourced for this project due to their familiarization with the facilities, and their due to their initial assistance in making application for CWWF making them uniquely qualified for the assignment. The OCWA proposal dated August 15<sup>th</sup>, outlines Project Understanding, Scope & Methodology, Project Team, Schedule, and Budget.

The overall submitted budget for their work plan, is estimated at \$196,000 + HST burden which represents an overall engineering of 15.5% which is in line with historical industry costs for a similar scope of work.

The 2017 approved Budget included a total of \$313,000 worth of Capital items included with the five (5) year recommended Capital /Major Maintenance.

Several of these were multiple year projects, wherein the total cost of the project was spread over the five (5) year submission period or beyond and a few were not to be budgeted for a number of years.

With the successful award of CWWF for a number of listed projects, the Town will realize a 75% savings over the next five years due to the fact that these multi-year projects will be completed and funded under the CWWF program.

### **LINK TO STRATEGIC PLAN**

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

### **FINANCIAL CONSIDERATIONS**

Direct impact to the 2017 wastewater budgets for approved CWWF projects will result in a 75% savings of an allocated \$103,000 specific to the listed projects, with the remainder of the savings flowing through over the next five (5) years and beyond.

The external Project Management of this project was not budgeted for in 2017, however the projected 75% savings as a result of the CWWF program will more than cover the expense of third party project management.

## **CONSULTATIONS**

Ontario Clean Water Agency  
Municipal Services internal review

## **RECOMMENDATION**

To authorize administration to complete and submit the required CWWF forms through the Ministry of Infrastructure as applicable and to,  
Approve the OCWA Proposal for the Engineering, Procurement and Construction of the CWWF Funded Projects dated August 15, 2017 and authorize Administration to enter into an agreement with OCWA for these services.

Respectfully submitted by

*G.A. Plancke*

G.A. Plancke  
Director of Municipal Services

*Peggy Van Mierlo-West*

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

28-Jul-17

File Number: Kingsv-Tn 37008

Town of Kingsville

2021 Division Road N.  
Kingsville , Ontario  
N9Y 2Y9  
pvmwest@kingsville.ca

Dear Chief Administrative Officer, Clerk or Treasurer:

**Re: Clean Water and Wastewater Fund (CWWF)**

Thank you for your application under the Clean Water and Wastewater Fund. I am pleased to inform you that your Project(s) has/have been approved for funding and Projects may begin immediately.

The 2016 Federal Budget announced the establishment of the CWWF that proposes to invest up to \$570 million in federal funding and up to \$270 million in provincial funding in the province of Ontario. The CWWF will provide Ontario communities with vital infrastructure funding to help accelerate short term investments to support the rehabilitation and modernization of drinking water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

Your Project(s) was/were nominated by the Province to the federal government and has/have since been approved for funding under the Clean Water and Wastewater Fund. Provided that the Recipient enters into a Transfer Payment Agreement (TPA), and subject to the terms and conditions of the TPA, the federal and provincial governments will each provide up to a maximum of 50% and 25% respectively toward the total eligible costs of the Project. Project details are as follows:

Sub-Project ID	Sub-Project Title	Total Eligible Cost	Maximum Program Contribution (i.e. federal)	Maximum Provincial Contribution
TKIN-001	Lakeshore West Pollution Control Plant Facility Roof Replacement	\$ 100,001.00	\$ 50,000.00	\$ 25,000.25
TKIN-002	Lakeshore West Pollution Control Plant Effluent Ultraviolet (UV) System Replacement	\$ 240,000.00	\$ 120,000.00	\$ 60,000.00
TKIN-003	Lakeshore West Pollution Control Plant Raw Inlet Bar Screen Upgrade	\$ 390,000.00	\$ 195,000.00	\$ 97,500.00
TKIN-004	Lakeshore West Pollution Control Plant Raw Inlet Grit Blower Replacement	\$ 161,022.00	\$ 80,511.00	\$ 40,255.50



TKIN-005	Lakeshore West Pollution Control Plant Main Motor Control Center Panel	\$ 150,000.00	\$ 75,000.00	\$ 37,500.00
TKIN-006	Lakeshore West Pollution Control Plant Supervisory Control and Data Acquisition Programmable Logic Controllers Replacement	\$ 150,000.00	\$ 75,000.00	\$ 37,500.00
TKIN-007	Kingsville Wastewater Treatment Lagoon Main Pumping Station Pump Replacement	\$ 120,000.00	\$ 60,000.00	\$ 30,000.00
TKIN-008	Cottam Wastewater Treatment Lagoon Main Pumping Station Pump Replacement	\$ 100,000.00	\$ 50,000.00	\$ 25,000.00
TKIN-09	Kingsville Wastewater Treatment Lagoon Main Pumping Station Diesel Generator Replacement	\$ 85,000.00	\$ 42,500.00	\$ 21,250.00

Note: In the Transfer Payment Agreement, each individual project will be referred to as a Sub-project and the term Project will refer to the aggregate of all Sub-projects.

**Please note that the program guidelines have been revised to permit up to 40% of eligible project costs to extend into 2018-19.** Should your project require an extension into 2018-19, please contact Infrastructure Ontario and the Province will pursue approval of this extension on your behalf. Once federal approval is received, the Province will provide you with written confirmation of your project extension.

Eligible Project costs are allowable as of April 1, 2016 and can occur until the Project completion date that will be outlined in your agreement. As well, the Province will require that the acquisition of goods and services with respect to your Project are done using a process that is transparent, fair, and promotes the best value for the money expended, and at competitive prices that are no greater than fair market value. The TPA included with this letter outlines all of the terms and conditions of the funding, including requirements regarding procurement and liability insurance.

Aboriginal consultations may be required on the Project and must be done prior to the start of construction. The Province will provide a Duty to Consult Form where the Province has identified a duty to consult may exist.

Please complete the attached forms, including

- i) Transfer Payment Agreement and Schedules (Project Specific Information, Sub-Project Cost Breakdown),
- ii) Federal Project Information Form,
- iii) Pre-authorized Account for Deposit Form,
- iv) Duty to Consult Form (if provided by the Province), and
- v) Progress Report.

Once completed, please have the Transfer Payment Agreement signed by the authorized officers of the Recipient and email along with the other Forms to ([CWWF@infrastructureontario.ca](mailto:CWWF@infrastructureontario.ca)). **Two 'hard copies', originals, must also be forwarded to Infrastructure Ontario at:**

**Clean Water and Wastewater Fund  
Infrastructure Ontario  
1 Dundas Street West, Suite 2000  
Toronto, Ontario, M5G 1Z3**

Please note that formal communication of project approvals (e.g. news release and events) must be made jointly with the federal and provincial governments. This does not preclude you from proceeding with necessary local approvals, tendering or project construction.

Should you have any questions, please contact Infrastructure Ontario at 1-844-803-8856 or email [CWWF@infrastructureontario.ca](mailto:CWWF@infrastructureontario.ca).

Congratulations on your successful application, and we look forward to working with you as you implement this Project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elizabeth Doherty', with a stylized, cursive script.

Elizabeth Doherty  
Director, Intergovernmental Policy Branch  
Infrastructure Policy Division

Disponible en français

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**THIS TRANSFER PAYMENT AGREEMENT** for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the “**Agreement**”), made in duplicate, is effective as of the Effective Date (both “Agreement” and “Effective Date as defined in section A.1.2 (Definitions)).

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Infrastructure

(the “**Province**”)

- and -

**The Corporation of the Town of Kingsville**

(the “**Recipient**” or “**Ultimate Recipient**”)

**BACKGROUND**

The Government of Canada established the Clean Water and Wastewater Fund (the “CWWF”) in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule “C” (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The Agreement, comprising of:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Program Funding Request
  - Sub-schedule "C.1" - Project Description, Budget and Timelines
  - Sub-schedule "C.2" - Sub-project Cost Breakdown
- Schedule "D" - Reporting
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
  - Sub-schedule "J.1" - Form of Request for Payment Form
  - Sub-schedule "J.2" - Form of Certificate from Recipient
  - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
  - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
- Schedule "K" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into in Article 3.0 (Amending the Agreement),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 COUNTERPARTS**

2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **3.0 AMENDING THE AGREEMENT**

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

#### **4.0 ACKNOWLEDGEMENT**

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

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

**The Corporation of the Town of Kingsville**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
  
Title:  
  
e.g., Mayor or Regional Chair, or delegate]  
  
I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
  
Title:  
  
I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

**A.1.0 INTERPRETATION AND DEFINITIONS**

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
  - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
  - (ii) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
  - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Agreement”** means this Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (Entire Agreement).

**“Asset”** means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the

Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

**“Budget”** means the budget described in Schedule “C” (Program Funding Request).

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

**“CWWF”** means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

**“Declaration of Sub-project Completion”** means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

**“Event of Default”** has the meaning ascribed to it in section A.14.1 (Events of Default).



**“Expiry Date”** means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

**“Final Progress Report”** means the Final Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, appointees and employees or any agents and their respective officers and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

**“Outcomes Progress Reports”** means the Outcomes Progress Reports described in Article D.3.0 (Outcomes Progress Reports).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Program”** means the program established by the Province to identify projects under the CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

**“Progress Report”** means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

**“Project”** means the undertaking described in Schedule “C” (Program Funding Request).

**“Project Evaluation”** means the project evaluation described in Article F.1.0 (Project Evaluation).

**“Project Incrementality”** means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

**“Reports”** means the reports described in Schedule “D” (Reporting).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Sub-project”** means a Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

**“Sub-project Completion”** means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

**“Sub-project Completion Date”** means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

**“Timelines”** means the Project schedule provided in Schedule “C” (Program Funding Request).

**“Total Financial Assistance”** means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A.2.3 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the

Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

### **A.3.0 TERM OF THE AGREEMENT**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 75% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
  - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not

receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

**A.4.4 Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing CWWF funds to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

**A.4.5 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A.4.6 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**A.4.7 Maximum Funds.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources, including the Funds, towards

the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding, towards the Project exceeds 25% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

**A.4.8 Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.

**A.4.9 Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**A.4.10 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

**A.4.11 Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy

the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**A.4.12 Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

**A.4.13 Project Incrementality.** The Recipient acknowledges that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

**A.4.14 Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

**A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money including:
  - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
  - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (b) comply to the extent applicable with:
  - (i) its policies and procedures; and
  - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

**A.5.2 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 **Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule “H” (Disposal of and Revenues from Assets).

#### **A.6.0 CONFLICT OF INTEREST**

A.6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

A.6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### **A.7.0 REPORTING, ACCOUNTING AND REVIEW**

A.7.1 **Preparation and Submission.** The Recipient will:



- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A.7.2 Record Maintenance and Audit.**

- (a) The Recipient will keep and maintain:
  - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles;
  - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
  - (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

**A.7.3 Inspection.** The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province’s or Canada’s respective expense, upon 24 hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient’s premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A.7.4 Disclosure.** To assist in respect of the rights provided for in section A.7.3 (Inspection), the

Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

- A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.
- A.7.6 **Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

#### **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

#### **A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA**

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- A.9.3 **Access to Information Act.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.4 **Information Sharing with Canada.** The Recipient acknowledges that the Province may:
- (a) request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
  - (b) share any information it receives from the Recipient pursuant to the agreement with Canada.
- A.9.5 **Open Data.** The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

#### **A.10.0 INDEMNITY**

- A.10.1 **Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.
- A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A.10.3 **Province's Election.** The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Recipient, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

- A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, CWWF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

#### **A.11.0 INSURANCE**

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.11.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
    - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

#### **A.12.0 TERMINATION ON NOTICE**

- A.12.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A.12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
  - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
    - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
    - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

#### **A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA**

- A.13.1 **Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A.13.2 **Consequences of Termination Where No Appropriation or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

A.13.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A.14.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

A.14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did

not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A.14.3 Opportunity to Remedy.** If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A.14.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A.14.5 When Termination Effective.** Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

## **A.15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A.15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A.16.0 FUNDS UPON EXPIRY**

A.16.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A.17.0 REPAYMENT**

A.17.1 **Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A.18.0 NOTICE**

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email,



postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Project Specific Information), or as either Party later designates to the other by Notice.

**A.18.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**A.18.3 Postal Disruption.** Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

#### **A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A.19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A.20.0 SEVERABILITY OF PROVISIONS**

**A.20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A.21.0 WAIVER**

**A.21.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.22.0 INDEPENDENT PARTIES**

**A.22.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

#### **A.24.0 GOVERNING LAW**

- A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.25.0 FURTHER ASSURANCES**

- A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.26.0 JOINT AND SEVERAL LIABILITY**

- A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.27.0 RIGHTS AND REMEDIES CUMULATIVE**

- A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A.28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A.29.0 SURVIVAL**

**A.29.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada)), A.7.7 (Third Parties), A.7.8 (Project Evaluation), and A.7.9 (Calculations), Article A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d),(e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

**A.30.0 ENVIRONMENTAL ASSESSMENT**

**A.30.1 Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient’s obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable

agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

- A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessments) have been met.

#### **A.31.0 ABORIGINAL CONSULTATION**

- A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).
- A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

#### **A.32.0 DISPUTE RESOLUTION**

- A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.
- A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.
- A.32.4 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.32.5 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

#### **A.33.0 SPECIAL CONDITIONS**

- A.33.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
  - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming municipal signing officers for the Agreement;
  - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance);
  - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
  - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
  - (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
  - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
  - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
    - 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
    - 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION**

<b>Maximum Funds</b>	<b>\$ 1, 122, 016.75</b>
<b>Expiry Date</b>	March 31, 2021
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Clean Water and Wastewater Fund</b></p> <p><b>Address:</b> Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2</p> <p><b>Phone:</b> 647-287-7897</p> <p><b>Fax:</b> 416-325-7871</p> <p><b>Email:</b> Luke.Hillan@ontario.ca <b>Cc :</b> <a href="mailto:CWWF@infrastructureontario.ca">CWWF@infrastructureontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Phone:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

<b>Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</b>	<b>Position: Manager, Inter-governmental Policy Branch</b>
<b>Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</b>	<b>Position:</b>
<b>Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement</b>	<b>Name:</b>  <b>Position:</b>  <b>Address:</b>  <b>Phone:</b>  <b>Fax:</b>  <b>Email:</b>

**SCHEDULE “C”  
PROGRAM FUNDING REQUEST**

**C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES**

- C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule “C.2” (Sub-project Cost Breakdown).

**C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES**

- C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.
- C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).



**SUB-SCHEDULE “C.1”**  
**PROJECT DESCRIPTION, BUDGET AND TIMELINES**

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date (YYYY/MM/DD)	Forecasted End Date (YYYY/MM/DD)	Total Eligible Cos	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
TKIN-001	Town of Kingsville	Lakeshore West Pollution Control Plant Facility Roof Replacement	Due to the age and condition of the roof, it periodically leaks which could potentially compromise the equipment inside the facility. A replacement roof will contribute towards the longevity of the facility and reduce heating costs which in turn reduces the carbon footprint.	May 1, 2017	October 15, 2017	\$ 100,001.00	\$ 50,000.00	\$ -	\$ 25,000.25	\$ 25,000.75	\$ -
TKIN-002	Town of Kingsville	Lakeshore West Pollution Control Plant Effluent Ultraviolet (UV) System Replacement	Retrofit old Ultraviolet (UV) System with a new high efficient system. This will result in more reliable and efficient supply in the system with less breakdown and, reduce energy and carbon footprint.	March 15, 2017	October 15, 2017	\$ 240,000.00	\$ 120,000.00	\$ -	\$ 60,000.00	\$ 60,000.00	\$ -
TKIN-003	Town of Kingsville	Lakeshore West Pollution Control Plant Raw Inlet Bar Screen Upgrade	Current bar screen system only has one working rake which operates 24/7, therefore if the rake malfunctions it becomes inoperable which allows large debris to enter downstream portions of the wastewater treatment plant causing potential equipment failure. The new replacement will have a more reliable and efficient supply in the system with less breakdown and reduce energy consumption.	May 1, 2017	November 15, 2017	\$ 390,000.00	\$ 195,000.00	\$ -	\$ 97,500.00	\$ 97,500.00	\$ -
TKIN-004	Town of Kingsville	Lakeshore West Pollution Control Plant Raw Inlet Grit Blower Replacement	Retrofit old grit blower with new high efficient motor with variable speed drive. This will result in more reliable and efficient supply in the system with less breakdown, and reduce energy and carbon footprint.	September 15, 2017	January 31, 2018	\$ 161,022.00	\$ 80,511.00	\$ -	\$ 40,255.50	\$ 40,255.50	\$ -

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TKIN-005	Town of Kingsville	Lakeshore West Pollution Control Plant Main Motor Control Center Panel	Replace aging Motor Control Center (MCC) Panels with new panels. This will result in more reliable and efficient supply in the system and, reduce energy and carbon footprint. Aging MCC panels are also becoming a major health & safety risk.	September 1, 2017	February 15, 2018	\$ 150,000.00	\$ 75,000.00	\$ -	\$ 37,500.00	\$ 37,500.00	\$ -
TKIN-006	Town of Kingsville	Lakeshore West Pollution Control Plant Supervisory Control and Data Acquisition Programmable Logic Controllers Replacement	The Programmable Logic Controllers (PLC) system is not maintainable in the long term and requires a comprehensive upgrade or replacement. This project will replace the aging PLC equipment. Many components of the system are out dated and replacement parts do not exist. The plant control SCADA system is based on GE 90-30 PLC processors and IO modules that are obsolete and reaching end of life. The manufacturer has stopped hardware production and technical support is very limited and expensive. Due to age and legacy, status system operation is at times unreliable and performance and capabilities are restrictive to operations. As such the PLC system is not maintainable in the long term and requires a comprehensive upgrade or replacement.	February 1, 2017	December 15, 2017	\$ 150,000.00	\$ 75,000.00	\$ -	\$ 37,500.00	\$ 37,500.00	\$ -
TKIN-007	Town of Kingsville	Kingsville Wastewater Treatment Lagoon Main Pumping Station Pump Replacement	Retrofit pumps with new high efficient pumps with Variable Frequency Drives included. This will result in more reliable and efficient supply in the system, fewer breakdowns, and reduced energy and carbon footprint.	May 1, 2017	October 15, 2017	\$ 120,000.00	\$ 60,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -
TKIN-008	Town of Kingsville	Cottam Wastewater Treatment Lagoon Main Pumping Station Pump Replacement	Retrofit pumps with new high efficient pumps with Variable Frequency Drives included. This will result in more reliable and efficient supply in the system with less breakdown and, reduce energy and carbon footprint.	May 1, 2017	October 15, 2017	\$ 100,000.00	\$ 50,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -
TKIN-09	Town of Kingsville	Kingsville Wastewater Treatment Lagoon Main Pumping Station Diesel Generator Replacement	Installation of a new diesel generator. The existing generator is old, inefficient, and making the system less reliable. The new replacement will have better emission and fuel efficiency thus contributing towards longevity of the system, reduce carbon footprint and more reliable system.	June 15, 2017	February 15, 2018	\$ 85,000.00	\$ 42,500.00	\$ -	\$ 21,250.00	\$ 21,250.00	\$ -

**SUB-SCHEDULE "C.2"**  
**SUB-PROJECT COST BREAKDOWN**

Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-001
Project Title:	Lakeshore West Pollution Control Plant Facility Roof Replacement
Project Timeline:	Start Date: 5/1/2017
Completion Date:	10/15/2017

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

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Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-002
Project Title:	Lakeshore West Pollution Control Plant Effluent Ultraviolet (UV) System Replacement
Project Timeline:	Start Date: 3/15/2017
	Completion Date: 10/15/2017

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

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Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-003
Project Title:	Lakeshore West Pollution Control Plant Raw Inlet Bar Screen Upgrade
Project Timeline:	Start Date: 5/1/2017
Completion Date:	11/15/2017

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-004
Project Title:	Lakeshore West Pollution Control Plant Raw Inlet Grit Blower Replacement
Project Timeline:	Start Date: 9/15/2017
Completion Date:	1/31/2018

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-005
Project Title:	Lakeshore West Pollution Control Plant Main Motor Control Center Panel
Project Timeline:	Start Date: 9/1/2017
	Completion Date: 2/15/2018

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-006
Project Title:	Lakeshore West Pollution Control Plant Supervisory Control and Data Acquisition Programmable Logic Controllers Replacement
Project Timeline:	Start Date: 2/1/2017
Completion Date:	12/15/2017

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	



**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-007
Project Title:	Kingsville Wastewater Treatment Lagoon Main Pumping Station Pump Replacement
Project Timeline:	Start Date: 5/1/2017
	Completion Date: 10/15/2017

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-008
Project Title:	Cottam Wastewater Treatment Lagoon Main Pumping Station Pump Replacement
Project Timeline:	Start Date: 5/1/2017
	Completion Date: 10/15/2017

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

Name of Recipient:	Town of Kingsville
Unique Project ID:	TKIN-09
Project Title:	Kingsville Wastewater Treatment Lagoon Main Pumping Station Diesel Generator Replacement
Project Timeline:	Start Date: 6/15/2017
Completion Date:	2/15/2018

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

## SCHEDULE “D” REPORTING

### D.1.0 REPORTING

- D.1.1 **Types of Reports.** The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule “J” (Request for Payment and Payment Procedures).
- D.1.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

### D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

- D.2.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project/project” in the template below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Expenditures	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (MM/DD/YYYY)	Forecasted End Date (Updated from Project List) (MM/DD/YYYY/MM/DD)	Actual Start Date (MM/DD/YYYY)	Actual End Date (MM/DD/YYYY)

Progress Information	Risk Assessment
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Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

**D.2.2 Additional Information for Progress Reports and Final Progress Reports.** In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

### **D.3.0 OUTCOMES PROGRESS REPORTS**

**D.3.1 Format and Information for Outcomes Progress Reports.** The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

#### **(a) Baseline Data (2015) Template**

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to “Project/project” in the table below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

<b>Outcome</b>	<b>CWWF Performance Indicator</b>
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding

	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

#### **D.4.0 ABORIGINAL CONSULTATION RECORD**

**D.4.1 Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

#### **D.5.0 RISK ASSESSMENT**

- D.5.1 **Further Details on Risk Assessment.** Upon the Province written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Report.

#### **D.6.0 CHANGES TO SCHEDULE “D” (REPORTING)**

- D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.
- D.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the representatives of the Parties listed in Schedule “B” (Project Specific Information).



## SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

### E.1.0 DEFINITIONS

E.1.1 **Definitions.** For the purposes of this Schedule “E” (Eligible Expenditures and Ineligible Expenditures):

“**Eligible Investments**” means the Eligible Investments described in section E.2.2 (Eligible Investments).

“**Ineligible Expenditures**” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

### E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

### E.2.3 Scope of Eligible Expenditures.

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
  - a. Environmental assessment costs
  - b. Engineering costs, including tendering and contract administration

- i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.
    - ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
  - c. Project management costs
  - d. Material costs
  - e. Construction costs
  - f. Contingency costs (maximum 15% - calculation excludes professional fees)
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
- iii. Cost incurred between April 1, 2016 and March 31, 2018;
- iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
- v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

### **E.3.0 INELIGIBLE EXPENDITURES**

**E.3.1 Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;

- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project;  
and
- ix. Costs of completing the CWWF submission.

**E.3.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget and are beyond the scope of section E.2.3(v);
- (e) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) Recipient's upgrades not expressly approved by the Province;

**E.3.3 Costs Over and Above Project Scope.** Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) design enhancements over and above those that are described for the Project.

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT EVALUATION**

- F.1.1 Recipient’s Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or CWWF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient’s Participation in Project Evaluation) will be made available to the public.

## SCHEDULE “G” COMMUNICATIONS PROTOCOL

### G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Communications Activities**” include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, CWWF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

### G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province and Canada.

- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada and the Province's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

#### **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general CWWF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities

related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

- G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

#### **G.7.0 MEDIA RELATIONS**

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the CWWF.

#### **G.8.0 SIGNAGE**

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's and the Province's contribution and be approved by Canada and the Province.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's financial contribution received for the Project.

#### **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

#### **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.



**SCHEDULE “H”  
DISPOSAL OF AND REVENUES FROM ASSETS**

**H.1.0 DEFINITIONS**

H.1.1. **Definitions.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

**H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Repayment.** Subject to section H.2.2 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province’s contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the

repayment provided for in section H.2.1 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

### **H.3.0 REVENUES FROM ASSETS**

H.3.1 **Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

### **H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE**

H.4.1 **Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

## SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

### I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**” includes First Nation, Métis and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

“**Aboriginal Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

### I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province’s or Canada’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### I.3.0 ABORIGINAL CONSULTATION RECORD

- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

**I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

## SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

### J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

### J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.1.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

### J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed;
- (b) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized senior official of the Recipient;
- (c) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

**J.3.2 Submission of Documents and Reports.** The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund  
Infrastructure Ontario  
1 Dundas Street West, Suite 2000  
Toronto, Ontario M5G 1L5  
Fax: 416-392-1906  
Email: CWWF@infrastructureontario.ca

#### **J.4.0 PAYMENTS**

**J.4.1 Payment by the Province.** Subject to the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

**J.5.1 Timing.** The Recipient will submit all requests for payment prior to March 31st, 2019.

**J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after September 31<sup>st</sup>, 2019.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

**J.6.1 Final Reconciliation and Adjustments.** Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the

Final Progress Report and final Outcomes Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

**J.7.0 HOLDBACK**

- J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to paragraph A.4.1 (a), the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

**J.8.0 FINAL PAYMENT**

- J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

**SUB-SCHEDULE "J.1"**  
**FORM OF REQUEST FOR PAYMENT FORM**

**CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**REQUEST FOR PAYMENT FORM**

<b>TO:</b>	Clean Water and Wastewater Fund - Infrastructure Ontario
<b>Address:</b>	1 Dundas Street West, Suite 2000
<b>Attention:</b>	Toronto, Ontario M5G 1L5
<b>Email:</b>	CWWF@infrastructureontario.ca
<b>Tel. No.</b>	1-844-803-8856
<b>Fax No.</b>	1- 416-392-1906

**PROJECT INFORMATION:**

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	



Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

**SUB-SCHEDULE "J.2"**  
**FORM OF CERTIFICATE FROM RECIPIENT**  
**CLEAN WATER AND WASTEWATER (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM RECIPIENT**

<b>TO:</b>	Clean Water and Wastewater Fund - Infrastructure Ontario
<b>Address:</b>	1 Dundas Street West, Suite 2000
<b>Attention:</b>	Toronto, Ontario M5G 1L5
<b>Email:</b>	CWWF@infrastructureontario.ca
<b>Tel. No.</b>	1-844-803-8856
<b>Fax No.</b>	1-416-392-1906

**PROJECT INFORMATION:**

Recipient Name:	_____
Unique ID#:	_____
Project Claim #:	_____
Project Claim Amount:	_____
Period Covered by Claim:	_____

I, [insert Name], the treasurer of **[insert Recipient Name]**, hereby request that OILC make a disbursement to the **[insert Recipient Name]** in the principal sum of **\$XXX.XX**, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;

- c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

**Recipient Financial Delegated Authority**

**FROM:**

Address:

Attention:

Email:

Tel. No.

Fax. No.

---

Signature

Date



**SUB-SCHEDULE "J.3"**  
**FORM OF DECLARATION OF SUB-PROJECT COMPLETION**  
**CLEAN WATER AND WASTEWATER FUND (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**DECLARATION OF SUB-PROJECT COMPLETION**

**TO:**

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

**FROM:**

**[insert address of the Recipient's authorized representative]**

Attention: **[insert name and title of the Recipient's authorized representative]**

Email: **[insert email address of the Recipient's authorized representative]**

Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

**RE:**

**Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]**

---

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
  - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
  - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
  - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
  - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
    - i. has reached Sub-project Completion, as defined in the Agreement, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "**Sub-project Completion Date**");
    - ii. was carried out by \_\_\_\_\_ **[insert the name of the prime contractor]**, between \_\_\_\_\_ **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
    - iii. was supervised and inspected by qualified staff;
    - iv. conforms with the plans, specifications and other documentation for the work;
    - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
    - vi. conforms with Schedule "C" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule "A" (General Terms and Conditions) to the Agreement to comply with industry standards.
2. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
4. The value of substantially completed work on the Sub-project is \_\_\_\_\_  
**[insert the amount in Canadian dollars].**

The Recipient hereby requests a payment in the amount of \$ \_\_\_\_\_ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title].**

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

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

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

Title:

Title:

I have authority to bind the Recipient

**SUB-SCHEDULE "J.4"**  
**FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER**  
**CLEAN WATER AND WASTEWATER FUND (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM PROFESSIONAL ENGINEER**

**TO:**

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

**FROM:** [insert the address of the professional engineer]

Attention: [insert the name and title of the professional engineer]

Email: [insert the email address of the professional engineer]

Telephone No.: [insert the telephone number of the professional engineer]

Facsimile: [insert the facsimile number of professional engineer]

**RE:** Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

---

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the [insert the name of the Recipient] (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I



**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
  - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the work;
  - d. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
  - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
  - f. conforms with Schedule “C” (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing;
  - g. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and
  - h. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

Declared at \_\_\_\_\_ (municipality/LSB/First Nations), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

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

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

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

**The Corporation of the Town of Kingsville and Ontario CWWF TPA**

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**SCHEDULE “K”  
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)  
ATTESTATION FORM**

**[insert the name of the authorized senior official of the Recipient]**

**[insert the name of the Recipient]**

**[insert the address of the Recipient]**

I, **[insert name]**, attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
  - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
  - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario’s 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).

4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: \_\_\_\_\_ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: \_\_\_\_\_.

Dated, this **[insert date]**.

\_\_\_\_\_  
Signature

**[insert name]**

# PROPOSAL to the Town of Kingsville for the Engineering, Procurement and Construction of the CWWF Funded Projects

**SUBMITTED BY**

Ontario Clean Water Agency  
Sheridan Centre  
2225 Erin Mills Parkway,  
Suite 1200  
Mississauga, ON  
L5K 1T9

August 15, 2017

Proposal No: 17-038-3

Rev: 1

August 15, 2017

Mr. Andrew Plancke  
Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario N9Y 2Y9

**Re: Proposal for the Engineering, Procurement and Construction of the CWWF  
Funded Projects for the Town of Kingsville**

**Dear Mr. Plancke,**

On behalf of the Ontario Clean Water Agency (OCWA), we are pleased to submit our proposal to the Town of Kingsville. As a provincial crown Agency, OCWA provides a comprehensive range of reliable, cost-effective, and environmentally responsible water and wastewater operations, maintenance and engineering services to a large number of municipalities, First Nations, and industrial, commercial and institutional organizations in the Province of Ontario.

OCWA has the expertise, experience and the necessary resources to competently manage this important project in the best interests and to the full benefit of the Town of Kingsville. OCWA and its predecessor, the Ministry of the Environment and Climate Change and the Ontario Water Resources Commission, have been assisting municipalities throughout Ontario for over 60 years. OCWA strives to maximize the benefits of our clients' water and wastewater projects by ensuring we respond to the municipal needs, conduct tasks in a timely manner, adhere to budgetary constraints and commission in a fully integrated manner.

We have assembled a Professional Project Management team that is tailored specifically to the unique requirements of this project and the Town of Kingsville.

We trust that our proposal is fully complete and adequately describes our proposed service offering. Should you have any questions or concerns, we would welcome the opportunity to clarify either by phone, writing or in person at your request. We are confident that our proposal will prove the best choice for the Town.

Should you have any questions or concerns, we would welcome the opportunity to clarify either by phone, writing or in person at your request. OCWA's contact for this proposal is:

**Rick Albert**  
**Senior Construction Manager**  
**Email: ralbert@ocwa.com**  
**Mobile: 416-571-5926**

**2225 Erin Mills Parkway,**  
**Suite 1200, Mississauga, ON,**  
**L5K 1T9**

OCWA's proposal constitutes a firm and binding offer to the Town of Kingsville and shall remain irrevocable until September 15, 2017. If the Town of Kingsville wishes to proceed with this work, we request that you countersign this proposal and return to OCWA. OCWA will then prepare and forward a formal contract agreement outlining the details of the project.

Thank you for considering OCWA's services. We look forward to further discussing a partnership that meets your needs.

Sincerely,



Rick Albert  
Director, Capital Delivery



Lisa Babel, P.Eng  
Director, Project Planning and Delivery

cc: Dave Jubenville

**COUNTERSIGNATURE:**

By signing below, I accept the scope of work described in the above proposal and provide permission on behalf of the Town to proceed.

---

**Town of Kingsville(Signature)**

Andrew Plancke

---

**Date**

# **STATEMENT OF CONFIDENTIALITY**

## **OCWA's Proposal to The Town of Kingsville for the Engineering, Procurement and Construction Management of the CWWF Funded Projects**

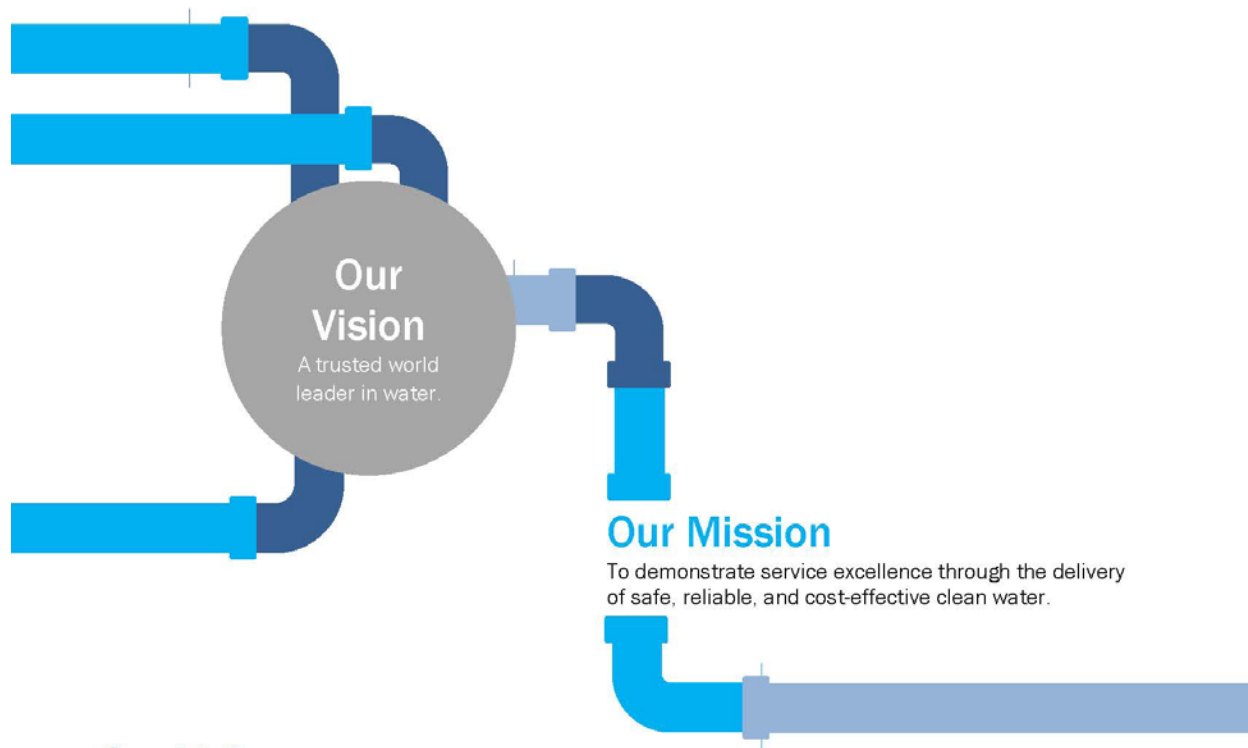
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OCWA's values are focused on building trust with clients and other stakeholders.

#### Transparent

Open and honest communication of our business activities.

#### Safe

Deliver clean water services to protect our employees, the communities we service, and the environment

#### Respectful

Build sound relationships with our staff, clients and other stakeholders by embracing diversity, acting responsibly and doing what is right.

#### Teamwork

Work together, share our collective expertise and be innovative in delivering exceptional results and achieving our mission

#### Understanding

Confidence in the knowledge and ability of our people to meet the challenges of the water and wastewater industry. Continuously learn current trends and innovative technologies and/or processes in our industry.



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# 1 Introduction

## 1.1 Introduction

The Ontario Clean Water Agency (OCWA) is capable, ready and willing to assist the Town of Kingsville (Town) with our proven Professional Project Management Services. OCWA is well known throughout the province as a water and wastewater operation and maintenance (O&M) service provider. OCWA also boasts a Project Planning and Delivery (PPD) group which provides Project Management Services exclusively to water and wastewater projects across Ontario with a history of excellent results extending back 60 years.

Through the application of appropriate management techniques, the Project Manager will direct and coordinate the efforts of the Consultant and the Contractor to achieve the objectives of the project and to meet the Town's requirements. OCWA's objective for this proposal is to supply the best qualified project management team, which will be responsible for the management of all aspects of the project, including maintaining the time line, ensuring design and construction quality, safety and cost control.

As Project Manager, OCWA is able to maintain an arms-length approach from any contractor and/or design engineer. This position offers the Town the benefit of a completely objective approach to Project Management Services for this project.

OCWA is a Crown Agency of the Province of Ontario and has close to 60 years of experience in the operation and maintenance of water and wastewater treatment plants, remote reservoirs, pumping stations, water distribution systems, wastewater collection systems, and lagoons. OCWA's wide range of services includes asset management, remote monitoring, process optimization, capital delivery, project management and engineering. We operate more than 800 water and wastewater facilities across Ontario.

## 1.2 Project Understanding

The Town has applied for and received the Clean Water and Wastewater Funding (CWWF) for a total net eligible cost of \$1,261,023. These funded projects include equipment and system replacement and upgrades for:

- Lakeshore West Water Pollution Control Plant;
- Main Pumping Station of Kingsville Wastewater Treatment Lagoon; and
- Main Pumping Station of Cottam Wastewater Treatment Lagoon.

The equipment slated for replacement and upgrade include:

- Bar Screen,
- Grit Pumps and Blowers,
- Effluent UV System,
- Motor Control Centre (MCC) Panels and Transfer Switch,
- Pumps and Pump Stations;

In addition, roof replacement at the Lakeshore West Water Pollution Control Plant is also included in the funded projects.

The details are provided in Section 2.1 – Project Scope.

## 2 Scope and Methodology

OCWA is pleased to provide this proposal to the Town of Kingsville for providing a Professional Project Management service for the CWWF funded projects. The project management includes engineering, procurement and construction management of all the CWWF funded projects.

### 2.1 Project Scope

The projects scope involves one wastewater treatment facility (Lakeshore West Water Pollution Control Plant) and two pumping stations (Kingsville Lagoon and Cottam Lagoon), and comprises a total of seven (7) sub-projects. A summary of the sub-projects are provided in Table 1 below.

**Table 1: Project Summary**

Facility	Scope	Description
Lakeshore West Water Pollution Control Plant	Replacement of Effluent UV system	Replace existing UV System with a new high efficient system.
	Replacement of the transfer switch of the main MCC panel	Life cycle replacement
	Replacement of raw inlet grit pumps, grit blowers and primary sludge pumps	Life cycle replacement
	Raw inlet bar screen upgrade	Install a new bar screen system that is more reliable and efficient.
	Plant facility roof replacement	Life cycle replacement
Kingsville Lagoon Main Pumping Station	Sewage pumps replacement	Replace old pumps with new high efficient pumps with Variable Frequency Drives.
Cottam Lagoon	Sewage pumps replacement	Life cycle replacement for pumps
	Flow meter and associated piping upgrade	Upgrade flow meter and associated pipe from 4" diameter to 6" diameter in order to better handle the wet weather peak flow.

### 2.2 Project Tasks

The following describes the tasks to be completed for the project management service of this project.

### **Task A – Project Initiation**

This task will include collecting and reviewing of background information and conducting site visits for the Lakeshore West Water Pollution Control Plant, Kingsville Lagoon Main Pumping Station and Cottam Lagoon Main Pumping Station. In addition, the regulatory requirements (i.e. Class EA applicability and Environmental Compliance Approvals (ECA) amendment will be evaluated and identified within this task.

OCWA will develop a schedule for the portfolio of projects to determine which projects may require an extension request to be made.

### **Task B – Engineering Design and Specifications**

This task will include two sub-tasks: Task B1- Engineering Design by OCWA Engineers and Task B2 - Engineering Design by Consulting Engineers.

OCWA's in-house engineering team has the experience and capability to complete the engineering design and specifications for some of the projects. For other projects that required specialized engineering design (e.g. electrical, mechanical, structural, etc.), OCWA will retain a highly qualified Consulting Engineer firm to conduct the design and develop the drawings and specifications.

#### **Task B1 – Engineering by OCWA Engineers**

OCWA will complete engineering design and specifications for like-for-like replacement projects, including but not limited to pumps and motor replacement. If any of the replacement will trigger an amendment to regulatory instruments, OCWA will also complete the amendment applications. The requirements for as-built drawings will be assessed for each sub-project on a case by case basis and discussed with the Town.

#### **Task B2 – Engineering by Consulting Engineers**

Some of the projects will require specialized engineering design, for example, Bar Screen upgrade, MCC panel upgrade, and UV system replacement. For those projects, OCWA will provide project management services for retaining a Consulting Engineer to complete the assignment.

OCWA will:

- Prepare and issue a Request for Proposal (RFP) for selecting a qualified Consulting Engineer;
- Hold a pre-bid site meeting; review, evaluate and award the proposal;
- Conduct a kick-off meeting and regular progress meetings with Consulting Engineer;
- Perform design and specifications reviews (30%, 60% and 95%);
- Carry out review of ECA amendment application, if applicable; and
- Conduct a final engineering handover meeting.

### **Task C – Tender Preparation and Tendering for General Contractors**

Subsequent to the engineering design phase of the project, OCWA will select a qualified General Contractor for the construction phase of the project. The process will include Request for Tender

(RFT) preparation and issuance, tendering administration, evaluation and recommendation and contract award. The RFT and contract can be prepared by using either OCWA's standard tender document (tailored specifically for water and wastewater construction projects) or the Town's standard tender documents. This will be decided in collaboration with the Town.

#### **Task D – Site Inspection and Contract Administration**

This phase will start with the pre-construction meeting, where the construction schedule and other necessary documentation will be obtained. OCWA will review all the shop drawings for final approval. We will update the project budget on a monthly basis and will present to the Town. We will review and certify all monthly payment certificates and issue contract change orders. We will resolve consultant/contractor disputes as required. We anticipate a minimum 9-month construction window with monthly construction meetings.

A critical aspect of the project is having a successful commissioning and start-up. We have an experienced team who will monitor and perform necessary checks during the start-up and commissioning. We will utilize our standard commissioning check lists to ensure a comprehensive commissioning plan is executed. A detailed deficiency list will be prepared and will be followed through to the warranty period. Upon successful commissioning, substantial performance will be carried out according to the Construction Lien Act and statutory holdbacks will be released.

#### **Task E – Post Construction and Warranty**

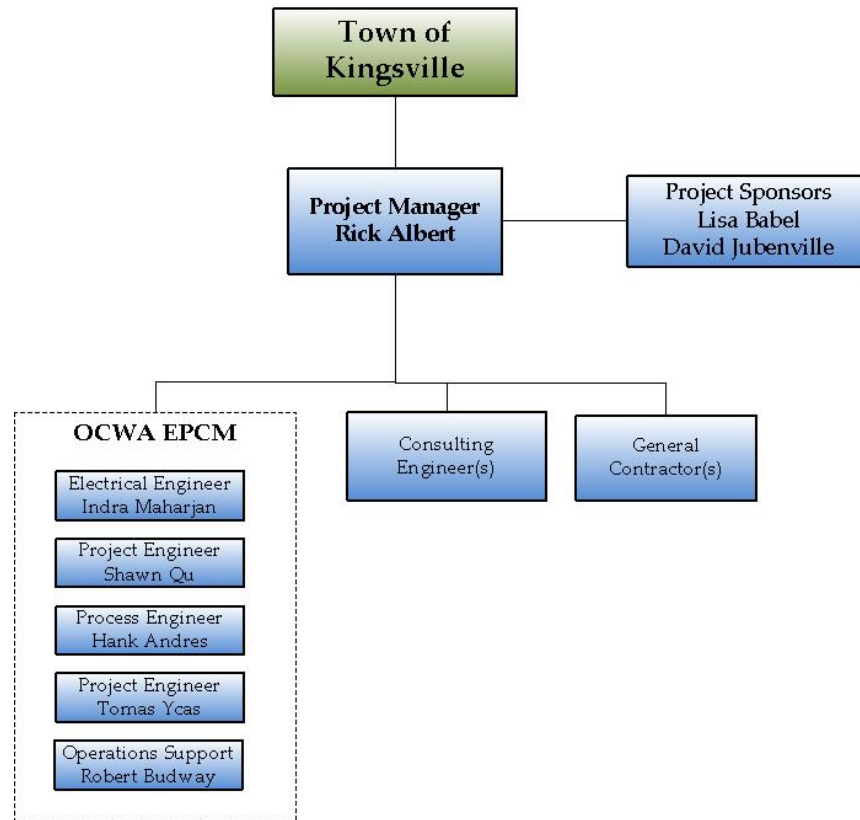
After the substantial performance milestone is passed, the one year maintenance period will start. OCWA will monitor and document deficiencies during this period. Maintenance holdback will be released after the one year maintenance period, subject to satisfactory rectification of deficiencies. We have budgeted for two (2) meetings during the one year maintenance period.

During the course of all phases, we will be involved with the Town's staff in meetings and reporting to funding agencies. We will provide quarterly and monthly reports with budgetary forecasts.

### **3 Project Team**

OCWA will provide the necessary staff, resources, and expertise required to prepare the terms of reference documentation.

An organization chart is provided in Figure 1 to illustrate the proposed project team.



**Figure 1: Proposed Project Team**

Brief descriptions of each team member are provided below and detailed resumes for the project team members are available upon request.

**Lisa Babel, P.Eng., Project Sponsor, QA/QC**

With over 20 years as a Professional Engineer, Lisa Babel has held many high profile roles in the water and wastewater sector. As Director of OCWA’s Project Planning and Delivery, Lisa manages a multi-disciplinary team that provides engineering and technical services to municipalities and other client groups in the areas of capital projects and execution, energy optimization, feasibility studies, asset management, distribution system evaluations and technical studies and reviews. Lisa Babel will provide QA/QC to the project management component of the York Feasibility Study.

**Rick Albert, GSC, CET, Senior Construction Manager**

Rick Albert has 25 years of experience in all facets of the construction industry from civil, commercial, institution and residential, as a project manager and construction manager with proven ability to manage and direct multi-million dollar projects through team building and leadership. He is thoroughly versed in contract negotiations, planning / budgets / forecasting, critical path management, site health & safety, site management, site inspections and systems commissioning. Rick is able to lead multiple teams, and multiple projects of all kinds. His experience as a manager included the delivery, commissioning and completion of Incineration treatment, digestion treatments, primary and secondary treatments, biosolids treatments.

**Tomas Ycas, P.Eng. CEM, Project Engineer**

Tomas Ycas has been an engineer for OCWA since January 2011. Since joining OCWA, Tomas has been involved in a variety of projects throughout Ontario. This work has included project managing numerous projects varying in size and involving many stakeholders, including upgrades to water and wastewater treatment plants, aeration systems, pumping systems, chemical feed systems as well as SCADA work. Tomas has also conducted energy audits, engineering studies and technical reports for municipalities such as the Region of York, the City of Waterloo, the Municipality of Huron East and the Town of Mississippi Mills. Tomas has been involved in evaluating water and wastewater treatment facilities to identify process optimization opportunities, improve asset management practices, and recommend potential changes in facility operation or equipment. He has also prepared a number of Capital, Asset Management and Financial Plans.

**Shawn Qu, P.Eng., Project Engineer**

Shawn Qu is a Water and Wastewater Engineer with OCWA and is currently managing several engineering projects within OCWA. Shawn has seven (7) years' experience in civil and environmental engineering field, with a focus on water and wastewater engineering. He has a Master's Degree in Environmental Engineering and published six peer-reviewed journal articles on wastewater treatment during his master's study. Prior to joining OCWA, Shawn worked as a project engineer in a consulting firm for five years, where he completed a number of field assessment and design work, and gained experience in water supply and distribution, wastewater collection and treatment, regional and local storm water management, contract package preparation, construction inspection, and contract administration. Shawn is also very familiar with provincial and federal water and wastewater regulations, standard and guidelines.

**Hank Andres, P.Eng., Senior Process Engineer**

Hank Andres is a Senior Project Manager and Process Engineer with OCWA. He has more than 14 years of experience in the water and wastewater engineering field, including several turbo blower installation projects. He has successfully managed and executed numerous process optimizations, energy management, and capacity assessment projects at water and wastewater treatment facilities throughout Canada and the United States. He has executed numerous projects to reduce wastewater plant energy usage and maximize energy recovery utilizing anaerobic digestion methane gas co-generation systems and evaluated the potential for biosolids nutrient recovery (i.e. nitrogen and phosphorus). He also has an in-depth understanding of various tertiary filtration treatment processes and technologies and has completed several process-based studies to determine the optimal upgrade alternative to achieve the required effluent criteria and plant performance.

**Indra Maharjan, P.Eng., Senior Electrical Engineer**

Indra Maharjan is a Senior Engineer with an extensive history of energy projects and energy management roles. He currently leads OCWA's energy services initiative across Ontario and is the Program Manager for this group. He has 15 years of experience in the energy efficiency and electrical engineering field. Indra combines his history in electrical engineering and process understanding to manage and deliver on key efficiency projects. His understanding of the energy market in Ontario and how to access funding programs makes him an expert in the sector. He will provide significant expertise in identifying and implementing energy efficiency solutions.

Indra has been actively pursuing M&T projects and implementing them for OCWA municipal clients after having completed the conceptual and feasibility stage.

## 4 Schedule

Recognizing the Town of Kingsville's need to meet the CWWF reporting requirements, which have not been identified fully, at this stage, OCWA is not able to provide a firm schedule of the project. However, an up-to-date project schedule will be provided once the information is available. It is our current understanding that CWWF processes require 60% of the funding amount to be spent and invoiced prior to March 2018. An extension for the remaining 40% can be requested from the government.

## 5 Budget

OCWA suggests that the Township of Kingsville allocate a budget of approximately \$ 196,000 (excluding HST) for engineering, procurement and contract administration. This estimate includes all professional fees, disbursements (billed as 6% of fees) and travel expenses. A breakdown of the estimated budget by task is provided below. OCWA proposes to invoice the Township of Kingsville based on time and materials incurred on the project on a monthly basis.

It should be noted that the estimate for third party consulting engineer services is based on OCWA's experience only and third party engineers have not yet been asked to provide proposals. Once the projects have been further defined and the extent of engineering understood, OCWA may further refine this estimate to reflect the work anticipated.

This proposal is valid for the Town's acceptance for 30 days from the date of this proposal, after which time, a review of the offered terms and conditions may be required

**Table 2: Budget Summary**

<b>TASK</b>	<b>Estimated Budget</b>
Overall Project Management	\$13,000
Task A – Project Initiation	\$6,500
Task B – Engineering Design and Specifications	\$34,000
Task C – Tender Preparation and Tendering for General Contractors	\$7,500
Task D – Site Inspection and Contract Administration	\$28,000
Task E - Post Construction and Warranty	\$4,000
Third Party Consulting Engineer Services	\$103,000
<b>Total Cost (excluding HST)</b>	<b>\$196,000</b>



August 23, 2017

Mr. Andrew Plancke  
Town of Kingsville  
2021 Division Road North  
Kingsville, ON N9Y 2Y9

**Re: Project Schedule Update**  
**Proposal for Engineering, Procurement and Construction of the CWWF Funded Projects**  
**Town of Kingsville**  
**Proposal No. 17-038-3**

Dear Mr. Plancke,

Ontario Clean Water Agency (OCWA) is hereby providing an update on the Project Schedule for our Proposal (Proposal No. 17-038-3) entitled *Proposal to the Town of Kingsville for the Engineering, Procurement and Construction of the CWWF Funded Projects, Rev. 1.* dated August 15, 2017. The table below shows an anticipated schedule and timeline for the project:

TASK	Duration (Working Days)	Start Date	End Date
Overall Project Management	460 days	September 13, 2017	May 30, 2019
Task A – Project Initiation	10 days	September 13, 2017	September 26, 2017
Task B – Engineering Design and Specifications	150 days	September 13, 2017	April 9, 2018
Task C – Tender Preparation and Tendering for General Contractors	30 days	April 9, 2018	May 18, 2018
Task D – Site Inspection and Contract Administration	270 days	May 18, 2018	May 30, 2019

Please note that the Warranty Period of the project will be one (1) year from the date of the Contractor's Substantial Performance. Based on the schedule above, the end of the Warranty Period would be approximately in May 2020.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



Rick Albert, GSC, CET  
Director, Capital Delivery

cc: Peggy Van Mierlo-West, Town of Kingsville  
Dave Jubenville, OCWA





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

**Date:** September 11, 2017  
**To:** Mayor and Council  
**Author:** Kevin Girard, Manager of Municipal Services  
**RE:** 2018 CWATS Applications  
**Report No.:** MS 2017-43

---

## **AIM**

To provide Council with an update on the 2017 County Wide Active Transportation System (CWATS) projects and obtain Council's endorsement for the 2018 CWATS project applications.

## **BACKGROUND**

In 2017, two projects were approved in the 2017 capital budget as part of the CWATS Master Plan that was officially adopted in 2012. These two projects are as follows:

- i. Kings 9 – County Road 50 from Conservation to Cedar Beach
- ii. Kings 13B Phase 3 – County Road 20 from Whitewood Rd to Union Ave

## **DISCUSSION**

### **1. Kings 9 – County Road 50**

The installation of the paved shoulder facility on this stretch of road has been completed with only a few minor tasks remaining. The County is working diligently with the Contractor to complete the outstanding work and is expected to be 100% complete by this fall.

This project is expected to be completed under budget.

### **2. Kings 13B – County Road 20**

The County Road 20 project from Albuna Townline to Dimenna Drive was originally split into three phases in order to make the costs more manageable for both the Town and the County. The first two phases have already been completed, resulting in active

transportation facilities stretching from Albuna Townline to Whitewood Road. Due to time constraints and funding capabilities the final phase of the County Road 20 project has now been split into two phases, resulting in an additional phase. The stages have been broken down as follows:

- i. Phase 3 – County Road 20 from Whitewood Road to Union Avenue
- ii. Phase 4 – County Road 20 from Union Avenue to Dimenna Drive

Engineering for phase four has been completed by the Consultant in conjunction with the phase three design. This will result in an early tendering for phase four in 2018, should Council approve the proposed 2018 applications.

Phase 3 of this project (from Whitewood to Union) has been tendered by the County and awarded to Pierascenzi Construction as per report number MS 2017-37. It is expected to begin on approximately September 18, 2017 and be completed by December.

### **3. 2018 CWATS Applications**

The CWATS Project Funding Application contains specific criteria, which must be included in order for the application to be deemed complete, which includes:

- i. A declaration for the project and funding commitment by means of a resolution or a letter from Municipal Council.
- ii. A functional design study that supports the total project and associated costs.
- iii. Detailed project schedule to support full completion of the CWATS Segment.
- iv. Copies of all permits and approvals.
- v. A map identifying the segment and location of the project.
- vi. The deadline for 2018 CWATS applications is September 15, 2017.

A complete CWATS funding application must include a commitment to funding from the local level in order to be deemed complete and receive consideration by the Implementation Committee.

In accordance with the CWATS Master Plan, Municipal Services is proposing that applications for the following projects be submitted to the CWATS committee for funding:

- i. Kings 8 – County Road 50 from Cedar Beach to Arner Townline
- ii. Kings 13A – County Road 20 from Dimenna Dr to Chrysler Canada Greenway
- iii. Kings 13B Phase 4 – County Road 20 from Union Ave to Dimenna Dr

The completion of these projects would help to close the gaps in the Town's active transportation network and maintain our commitment to active transportation in our region.

These projects coincide with those listed in the Ontario Municipal Commuter Cycling (OMCC) funding program that administration is hopeful in being successful. The OMCC program presents an opportunity for funding; however, a successful application from CWATS will be required in order to proceed with the project.

## LINK TO STRATEGIC PLAN

To promote a safe community.

Improve recreational and cultural facilities and opportunities within the Town of Kingsville.

To become a leader in sustainable infrastructure renewal and development.

## FINANCIAL CONSIDERATIONS

The following CWATS funds will be requested from the County of Essex for the 2018 CWATS Application process:

Segment	Segment Description	Total Estimated Cost	County Share	Town Share
Kings 8	County Road 50	\$ 451,000	\$ 180,400	\$ 270,600
Kings 13A	County Road 20	\$ 396,000	\$ 158,400	\$ 237,600
Kings 13B	County Road 20	\$ 415,710	\$ 166,284	\$ 249,426
<b>Total</b>		<b>\$ 1,262,710</b>	<b>\$ 505,084</b>	<b>\$ 757,626</b>

The total town share approved in the 2017 capital schedule for Kings 9 and Kings 13B (Phase 3) was \$675,749.

The above monies do not include the potential funding opportunity from the OMCC program.

## CONSULTATIONS

CWATS Committee  
RC Spencer Associates Inc.  
Municipal Services Department

## RECOMMENDATION

That Council receives the update with respect to the active transportation projects in the Town of Kingsville and that Council endorse the 2018 CWATS applications for Kings 8, Kings 13A and Kings 13B.

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

**Date:** August 23, 2017

**To:** Mayor and Council

**Author:** David French, BA, CPT, Interim Town Planner

**RE:** PLC//03/17 – Exemption from Part Lot Control  
1156722 Ontario Ltd.  
250, 254, 258, 262, 266, 270 & 274 Serena Street  
Lots 38 – 44 (inclusive), Plan 12M 605

**Report No.:** PDS-2017-038

---

## **AIM**

To provide the Mayor and Council with information on an application for lands in the Bernath Gardens Subdivision for exemption from part lot control.

## **BACKGROUND**

The subject lands consist of seven (7) plan lots intended for the development of semi-detached dwellings. Once constructed, the semi-detached dwelling will be subdivided into individual freehold units. Exemption from part lot control is required to provide the developer the ability to convey the individual units via completion of a reference plan.

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 12 (R2.1-12)' under the Kingsville Comprehensive Zoning By-law. The subject lands consist of seven (7) plan lots within the Bernath Gardens Subdivision intended for the development of semi-detached dwellings. Once each dwelling is constructed they are subdivided into individual freehold units. Exemption from part lot control is required to provide the developer the ability to convey the individual units via completion of a reference plan rather than individual consents (severance) on each parcel. This was the original intent at the time of the draft plan of subdivision and is the final step in the build out of the subject lands.

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 the seven lots to be subdivided, as intended, into fourteen lots for each of the original proposed semi-detached dwelling units. 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 final lot fabric. That is the nature of this application. This is the final step in allowing the full build out on the subject lands.

## **LINK TO STRATEGIC PLAN**

Manage residential growth through sustainable planning.

## **FINANCIAL CONSIDERATIONS**

The original draft plan of subdivision was for a total of fourteen individual semi-detached dwelling units so there would be no change to the anticipated assessment on the subject lands.

## **CONSULTATIONS**

No public or agency consultations are required by the Planning Act when considering a Part Lot Control Exemption By-law. Management staff was circulated however as there is not proposed change to the original final lot fabric there was no additional comment.

## **RECOMMENDATION**

It is recommended that Council:

enact Part Lot Control Exemption By-law 84-2017 to allow Lots 38 to 44 (inclusive) on Plan 12M 605 to be exempt from Section 50(5) of the Planning Act, and

direct administration to forward By-law 84-2017 and the Part Lot Control Exemption application to the County of Essex for final approval.

David French

David French, BA, CPT  
Interim 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



## Legend

### Essex Municipalities

<all other values>

Kingsville

Street

Severance

Kingsville Assessment

## Notes

Serena Street (Lots 38-44, RP 12M 605)

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

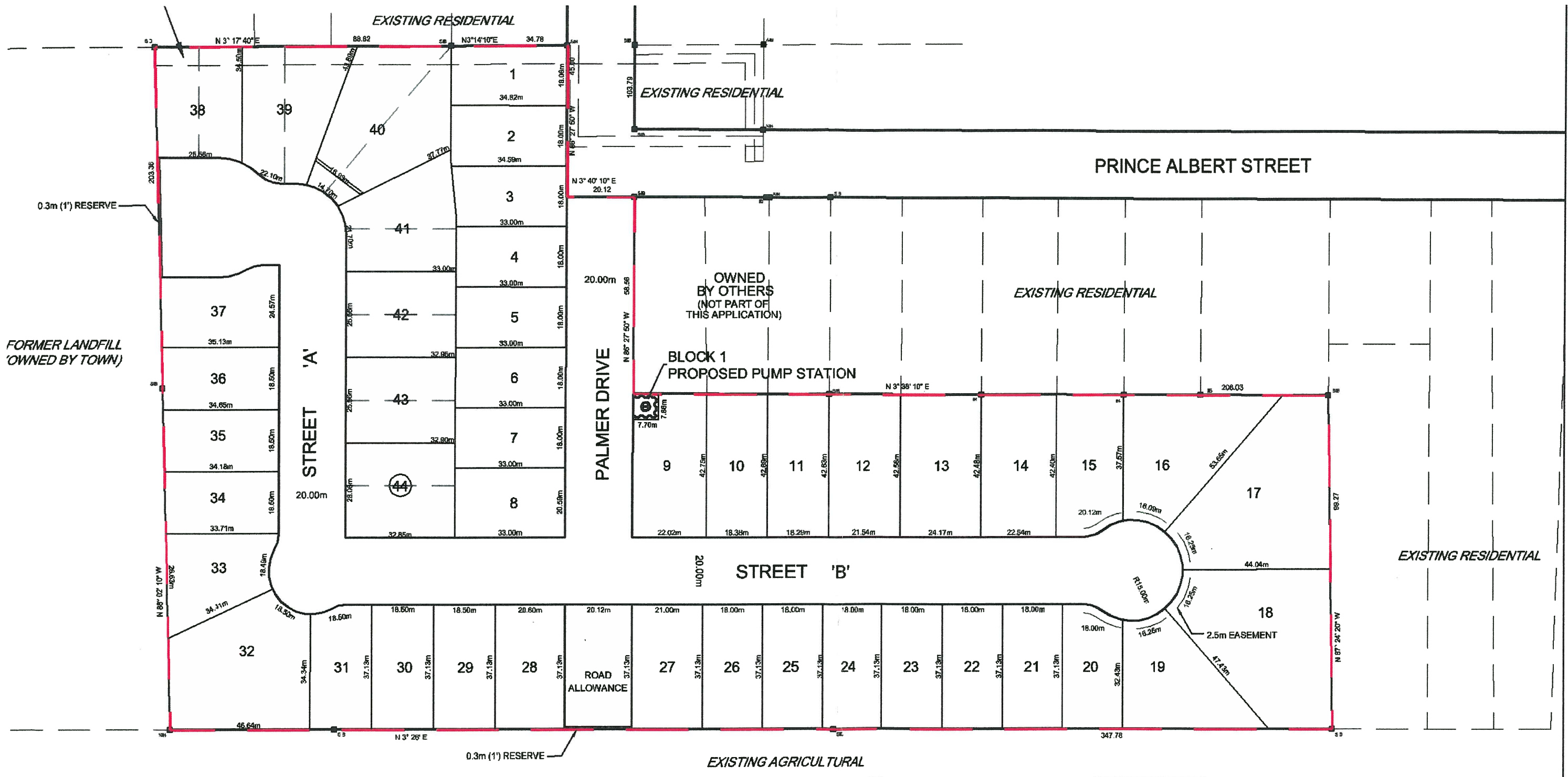
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1: 1,061



8/10/2017







# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 84-2017

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***Being a By-law to exempt certain lands  
from Part Lot Control  
(Bernath Gardens Subdivision – Plan 12M-605)***

**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-605, 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 38 – 44 (inclusive), on Plan 12M-605, locally known as 250, 254, 258, 262, 266, 270 & 274 Serena 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 September 11, 2022.

**READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 11<sup>th</sup> day of September, 2017.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**



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

**Date:** August 30, 2017  
**To:** Mayor and Council  
**Author:** Jennifer Astrologo, Director of Corporate Services/Clerk  
**RE:** Council Vacancy Policy and Option Selection  
**Report No.:** CS-2017-017

---

## **AIM**

The purpose of this report is to obtain Council's approval of the Council Vacancy Policy and for Council to provide direction as to method to be used to fill the vacancy.

## **BACKGROUND**

At the August 28, 2017 Regular Meeting of Council, Council declared the office of a member of council vacant. At the same time Council was asked to consider the various options that are available to fill said vacancy with a decision to be made at the next Regular Meeting.

## **DISCUSSION**

A Council Vacancy Policy (the "Policy") has been developed based on best practices identified by other municipalities and with the principles of transparency and accountability in mind. The Policy, attached as Schedule "A", outlines the circumstances in which a vacancy must be filled, the eligibility requirements of individuals wishing to hold office, the options available to Council to fill a vacancy, and the specific procedure applicable to each option.

Attached to the Policy are standardized documents associated with the "Appointment" options available to fill the vacancy. These documents will assist Corporate Services with the smooth administration of the "Appointment" option and to ensure the requisite information is: a) communicated to the public about the vacancy, and b) collected from potential candidates wishing to fill the vacant seat.

## LINK TO STRATEGIC PLAN

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

## FINANCIAL CONSIDERATIONS

There are no financial considerations associated with the adoption of the Policy.

Financial considerations associated with the method Council selects to fill the vacancy were outlined in the Council Vacancy Report (Report No. CS-2017-016) estimated at the previous meeting of Council and briefly outlined below:

Appointment – Previous Election Candidate	nominal
Appointment – Call for Applications	\$1,500
By-election	\$55,000

## CONSULTATIONS

None

## RECOMMENDATION


That Council approve the Council Vacancy Policy (CS-017) and provide direction on which method is to be used to fill the vacancy left by Councillor McIntyre's resignation.

*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

	<p align="center"><b>CORPORATE SERVICES COUNCIL VACANCY POLICY</b></p>	
Policy #: CS-012	Issued:	Reviewed/Revised:
Prepared By: Jennifer Astrologo	Reviewed By:	Approved By:

## 1.0 PURPOSE

The Corporation of the Town of Kingsville (Town) is committed to an open, accountable and transparent government.

The purpose of this policy is to provide for an accountable and transparent process for the filling of Council vacancies which occur during a term of office.

## 2.0 SCOPE

In accordance with the *Municipal Act, S.O. 2001, c.25*, when the seat of a member of council becomes vacant during the term of office, Council may fill a vacancy by appointing a person who has consented to accept the office if appointed, or requiring that a by-election be held to fill a vacancy in accordance with the *Municipal Elections Act, S.O., 1996, c.32*.

This policy will provide for a clear, accountable and transparent process for filling vacancies on Council.

## 3.0 DEFINITIONS

**Act** means the *Municipal Act, S. O. 2001, c. 25*, as amended.

**Appointment** means the appointment of a qualified individual, by majority vote of Council, to fill a vacancy on Council for the remainder of the current Council term.

**By-election** means an election, other than a regular election, held to fill a vacancy on Council and that is conducted in accordance with Section 65 of the *Municipal Elections Act, 1996*, as amended.

**Candidate** means an individual seeking to be appointed to fill a vacancy in the office of Councillor, having met the eligibility requirements and who has completed the requisite documentation as required by this policy.

**Clerk** means the Clerk or his/her designate of The Corporation of the Town of Kingsville as appointed by Council.

**Council** means the Council of The Corporation of the Town of Kingsville.

**Eligible Elector** has the same meaning as subsection 17(2) of the Act, namely a person:

- a. who is a resident of the Town of Kingsville, or an owner or tenant of land in the Town or the spouse of such an owner or tenant;
- b. who is a Canadian Citizen;
- c. who is at least 18 years old; and,
- d. who is not prohibited from voting under any other Act or from holding municipal office.

**Lot** means a method of determination by placing the names of the Candidates on equal size pieces of paper and placed in a container with one Candidate name being drawn by the Clerk.

**Municipal Elections Act** means the *Municipal Elections Act, S.O., 1996, c.32*, as amended.

**Nominee** means those individuals seeking to fill a vacancy on Council who meet the eligibility requirements and who have completed the requisite documentation as outlined in this policy.

**Regular Election Year** means the year established for a regular municipal election in accordance with the *Municipal Elections Act, 1996*, as amended.

**Term of Office** means the period of time a Member is elected to hold office for which he/she is elected in accordance with the *Municipal Elections Act, 1996*, as amended.

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

**Vacancy** means when a seat on Council has become vacant in a manner described in section 259 of the Act.

#### **4.0 REFERENCE DOCUMENTS**

Appendix A Council Vacancy Public Notice Template  
Appendix B Council Vacancy Appointment Application Form  
Appendix C Council Declaration of Qualification

#### **5.0 RESPONSIBILITIES**

The Clerk or designate shall be responsible for interpreting and where appropriate administering the Council Vacancy Policy and applicable procedures.

This policy shall be administered by the Clerk.

This policy will be reviewed every three (3) years or as required based on revisions to corporate practices or Provincial legislation.

## **6.0 PROCEDURE**

- 6.1 Council is required to declare a seat vacant in accordance with the *Act*.
- 6.2 In accordance with the *Act*, if a vacancy occurs within 90 days before voting day of a regular election, the municipality is not required to fill a vacancy on Council.
- 6.3 Section 262 of the *Act* requires that within 60 days after the day a declaration of vacancy is made by Council, Council shall determine whether to fill the vacancy by by-election or by appointment in accordance with the *Act*, subject to:
  - a. the limitation on filling a vacancy only by appointment if the vacancy occurs after March 31 in the year of a regular election set out in Section 65(2) of the *Municipal Elections Act*; and
  - b. the restriction on filling a vacancy that occurs within 90 days of voting day of a regular election in Section 263(5)(b) of the *Act*.
- 6.4 In making its determination, Council will consider the costs, the term of office remaining and the timelines associated with filling a vacancy by appointment or by by-election.

### **Eligibility Requirements**

- 6.5 Any individual filling a vacancy must meet the eligibility requirements of office as outlined in the *Act* and the *Municipal Elections Act* as an eligible elector.
- 6.6 If an employee of the Town seeks appointment to Council, the employee shall give Council written notice, in advance, of his or her intention to take unpaid leave. If the employee is appointed to office, they will be deemed to have resigned from their position with the Town immediately before making the declaration of office.

### **A. Filling a Vacancy by Appointment of Previous Election Candidate**

- 6.7 Within 60 days of declaring a seat vacant, Council shall appoint a new member by By-law.
- 6.8 Council may fill the vacancy by appointing the Candidate who ran for the position that is vacant from the last regular election who received the most votes but was not elected.
- 6.9 A vote to fill a vacancy on Council by appointment of a previous election candidate shall occur at an open Council Meeting.
- 6.10 The Candidate shall reaffirm they meet the eligibility requirements of office as outlined in the *Act* and the *Municipal Elections Act* by completing the Declaration of Qualifications **(Appendix C)**.

- 6.11 The Candidate shall provide the Clerk with written communication affirming their consent to accept the appointment.
- 6.12 If he or she is no longer qualified to hold office, the appointment shall be to the next Candidate who ran for the position that is vacant from the last regular election who received the second most votes but was not elected, and so on.
- 6.13 The successful Candidate shall formally be appointed by by-law and complete the Oath of Office at the next Council meeting.

## **B. Filling a Vacancy by Call for Nominees**

- 6.14 Within 60 days of declaring a seat vacant, Council shall appoint a new member by By-law.
- 6.15 A vote to fill a vacancy on Council by a Call for Nominees shall occur at an open Council Meeting.
- 6.16 The Clerk shall post a Council Vacancy notice (**Appendix A**) on the Town's website and in the local newspaper for a minimum of three (3) consecutive weeks following Council's decision to fill a vacancy by appointment. The notice shall indicate Council's intention to appoint an individual to fill a vacancy and shall outline the nomination process.
- 6.17 Any individual wishing to be considered for appointment to fill the Council vacancy will complete and sign the Council Vacancy Appointment Application Form (**Appendix B**) and a Declaration of Qualification Form (**Appendix C**) approved by the Clerk, and will submit the forms to the Clerk in-person by the date and time established by the Clerk.
- 6.18 Candidate(s) may submit, to the Clerk, a personal statement of qualification for consideration of Council. Personal statements must be typewritten in a 12 point font on letter size (8 ½" x 11") paper, shall not exceed two (2) pages in length, and will include the Candidate(s) name and address. Statements that do not meet these requirements shall not be included in any Council meeting agenda, or provided to Council by the Clerk. The Clerk will advise Candidate(s) of the deadline for submission of a personal statement.
- 6.19 Any individual wishing to be considered for appointment to fill the Council vacancy will be required to provide identification to prove his or her identity and qualifying address to the satisfaction of the Clerk.
- 6.20 No sooner than 14 days after a notice of vacancy has been given, an information session shall be conducted by the Clerk for all interested Candidates.
- 6.21 It is the Candidate(s) sole responsibility to meet any deadline or otherwise comply with any requirement of this policy, the *Act* or the *Municipal Elections Act*.

- 6.22 The Clerk will create a list of all Candidates and publicly post the Candidate Listing on the Town's website. The Listing will be updated as eligible Applications are received.
- 6.23 A Special Meeting of Council open to the public will be held for the purposes of allowing the Candidates to make submissions to Council and to allow Council to select a Candidate to fill the vacancy.
- 6.24 Notwithstanding the requirement of the Procedural By-law, the agenda for the meeting shall be set by the Clerk to allow for the orderly proceeding of selecting a Candidate. The agenda shall include the following:
- a. A certified list of all Candidates listed in alphabetical order by last name.
  - b. Any personal statement of qualification for consideration of Council.
- 6.25 At the meeting, the following shall take place:
- a. The Chair will make a short statement of the purpose of the meeting and the general order of proceedings to be followed.
  - b. The Clerk will provide to the Chair a list of the names of those individuals who have indicated, in writing, their interest in being appointed to the vacancy and the Chair will call for a motion from Council in the following form: *"THAT the following individuals, who have signified in writing that they are legally qualified to hold office and consented to accept the office if they are appointed to fill the vacancy, be considered for appointment to fill such vacancy."*
  - c. Candidates will be sequestered in an adjacent room until it is their time to answer the questions posed by Council. Once a candidate has answered the questions, they may remain in the Council Chambers.
  - d. Each of the nominees shall be afforded the opportunity to address Council for a period of not more than five (5) minutes. The order of speaking will be determined alphabetically by last name.
  - e. Each member of Council will be permitted to ask not more than two (2) questions to each Candidate. Responses from the Candidates shall be limited to a maximum of two (2) minutes per question.
  - f. The Clerk shall be responsible for managing the time restrictions outlined in (d) and (e), above.
- 6.26 Upon hearing all the submissions of the Candidates, Council will proceed to vote as follows:
- a. Candidate names will be displayed in alphabetical order, in the Council Chambers by the Clerk.



- b. Each Member of Council will be provided with a ballot by the Clerk with their name on it listing all Candidates in alphabetical order.
  - c. Each Member of Council will cast their vote on the ballot and sign their name.
  - d. Members of Council will cast their vote for one (1) Candidate only.
  - e. The Clerk will collect the ballots, place the ballots of all Members of Council in a container and randomly draw the completed ballots.
  - f. When a ballot is drawn, the Clerk will publicly announce the name of the Member of Council whose vote it is and announce the Candidate in which they voted for.
  - g. The Clerk will tabulate and announce the results.
  - h. If the Candidate receiving the greatest number of votes cast does not receive more than one-half the votes of all voting members of Council, the Candidate or Candidates who received the fewest number of votes will be excluded from further consideration. The vote will be taken again by the Clerk and, if necessary, more than once, excluding in each successive vote the Candidate or Candidates who receive the fewest number of votes. This process will be repeated until the Candidate receiving the greatest number of votes has also received more than one-half of the votes of the voting Members of Council.
  - i. Where the votes cast are equal for all remaining Candidates and if:
    - i. There are three or more Candidates remaining, the Clerk will by Lot select one such Candidate to be excluded from the subsequent voting.
    - ii. If only two (2) Candidates remain, the tie will be broken by selecting a Candidate by Lot, as conducted by the Clerk.
- 6.27 Upon conclusion of the voting, the Clerk will note the Candidate receiving the votes of more than one-half of the number of the voting Members of Council or the Candidate selected through Section 6.23 i) ii.
- 6.28 The appointment of the Candidate will be made by By-law. A By-law confirming the appointment will be enacted by Council at the next Council meeting.
- 6.29 The Clerk will administer the Declaration of Office required by subsection 232(1) of the *Act*, at the meeting where the By-law referred to in section 6.25 of this policy is enacted by Council, or as directed by Council.

### **C. Filling a Vacancy by Appointment for the Position of Mayor or Deputy Mayor**

- 6.30 Within 60 days of declaring a seat vacant, Council shall appoint a new member by By-law.
- 6.31 Council may fill the vacancy by appointing any Member of Council wishing to be considered for appointment.
- 6.32 Any Member of Council wishing to be considered for appointment to the vacancy shall advise the Clerk in writing and by complete and sign the Council Vacancy Appointment Application Form (Appendix B) by 12:00 Noon on the Wednesday prior to the meeting.
- 6.33 Individuals seeking appointment to the position of Mayor or Deputy Mayor who are current members of Council (nominees) shall declare a pecuniary interest.
- 6.34 A vote to fill a vacancy of Mayor or Deputy Mayor by appointment shall occur at an open Council Meeting in accordance with sections 6.22 and 6.23 of this policy under "Filling a Vacancy by Call for Nominees".
- 6.35 The vacant seat of Councillor shall be filled in accordance with the provisions of this Policy.

#### **D. Filling a Vacancy by By-election**

- 6.36 Within 60 days of declaring a seat vacant, Council shall pass a By-law to fill the vacancy by By-election.
- 6.37 A By-election shall be held in accordance with the *Municipal Elections Act*.
- 6.38 The Clerk or designate shall be responsible for conducting any By-election in accordance with the *Municipal Elections Act* and all applicable policies and procedures.

#### **7.0 REVIEW/REVISIONS**

No.	Revision Details (incl. provision #)	Revision By	Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			

8.			
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Questions about this policy can be referred to the Director of Corporate Services.

**PUBLIC NOTICE**  
**TOWN OF KINGSVILLE MUNICIPAL COUNCIL VACANCY**

TAKE NOTICE that a vacancy exists on the Town of Kingsville Council for **Council Position**. Council has determined that it wishes to fill this vacancy by appointment through a **Call for Nominees** in accordance with the Town of Kingsville Council Vacancy Policy.

The term of this position is from the date of Council appointment **(DATE)** for the balance of the term of Council being **November 30, 20XX**.

A candidate for municipal office must be a qualified municipal elector as set out in the *Municipal Elections Act, 1996*. Qualified electors must be:

- 18 years of age or older;
- a Canadian citizen;
- a resident of the Town of Kingsville, or an owner or tenant of land in the Town or the spouse of such an owner or tenant; and
- not prohibited from voting under any other Act or disqualified from holding municipal office.

Qualified Persons interested in being appointed must complete a Council Vacancy Application Form and a Declaration of Qualification and submit it to the Clerk. **Applications will be accepted by the Clerk's Office during regular business hours until **(DATE)** at 2:00 p.m., at the address shown below.**

Candidate(s) may also submit, to the Clerk, a personal statement of qualification for consideration of Council. Personal statements will be typewritten in a 12 point font on letter size (8 ½" x 11") paper, shall not exceed two (2) pages in length, and will include the Candidate's name and address. Statements that do not meet these requirements shall not be included in any Council meeting agenda, or provided to Council by the Clerk.

Certified registered candidates will be afforded the opportunity to address Council for a period of not more than five (5) minutes and will be asked questions by Council in an open Public Meeting to be held on **(DATE)** at 7:00 p.m. in Council Chambers at Town Hall.

**An information session for interested Nominees will be held on **(DATE)** at 7:00 p.m. at the Kingsville Town Hall in Council Chambers, located at 2021 Division Road N, Kingsville.**

For further information or to complete a Council Vacancy Application Form and a Declaration of Qualification, please contact:

Jennifer Astrologo, Director Corporate Services/Clerk  
Kingsville Town Hall  
2021 Division Road N, Kingsville, ON N9Y 2Y9  
519-733-2305, ext. 229  
[jastrologo@Kingsville.ca](mailto:jastrologo@Kingsville.ca)

**THE CORPORATION OF THE TOWN OF KINGSVILLE  
COUNCIL VACANCY APPLICATION FORM  
COUNCILLOR POSITION**

**Note**

- An Application Form may only be filed in person or by an agent; It may not be faxed or e-mailed.
- It is the responsibility of the person being nominated to file a complete and accurate nomination paper.

**Instruction**

- Please print or type information (except signatures).

Nominee's Name as it is to appear on all correspondence (subject to agreement of the municipal clerk)

Last Name

Given Name(s)

Nominee's full qualifying address with municipality

Suite/Unit No.

Street No.

Street Name

City/Town

Province

Postal Code

Mailing Address

☐ Same as qualifying address

Suite/Unit No.

Street No.

Street Name

City/Town

Province

Postal Code

Telephone No. (incl. area code)

Business

Home

Email Address

**Declaration of Qualification**

I, \_\_\_\_\_, the nominee mentioned in this application form, declare that I am presently legally qualified, or would be presently legally qualified if I were not a member of the Legislative Assembly of Ontario or the Senate or House of Commons of Canada, to be elected and to hold the office for which I am nominated and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me

At the \_\_\_\_\_

Of \_\_\_\_\_

In the \_\_\_\_\_ of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Clerk or Commissioner, etc.

Signature of Nominee

Date Filed (yyyy/mm/dd)	Time Filed	Nominee or Agent Initial	Signature of Clerk or Designate
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**Certification by Clerk or Designate**

I, the undersigned Clerk of this municipality, do hereby certify that I have examined the application form of the aforesaid nominee filed with me and am satisfied that the nominee is qualified to be nominated and that the nomination complies with the Act.

Signature

Date (yyyy/mm/dd)



**DECLARATION OF QUALIFICATIONS  
FOR THE TOWN OF KINGSVILLE COUNCIL VACANCY**

I, \_\_\_\_\_, a nominated candidate for the office of  
Councillor,

Do Solemnly Declare That:

1. I am qualified pursuant to the *Municipal Elections Act, 1996* and the *Municipal Act, 2001* to be elected to and to hold the office of Councillor.
2. Without limiting the generality of paragraph 1, I am at least eighteen (18) years of age, a Canadian citizen, a resident of the Town of Kingsville or the owner or tenant of land in the Town of Kingsville or the spouse or same sex partner of such owner or tenant.
3. I am not ineligible or disqualified under the *Municipal Elections Act, 1996*, the *Municipal Act, 2001*, the *Municipal Conflict of Interest Act* or any other Act to be elected to or hold the above-mentioned office.
4. Without limiting the generality of paragraph 3,
  - I am not an employee of the Town of Kingsville, or if I am an employee of the Town of Kingsville, I am on an unpaid leave of absence as provided for by section 30 of the *Municipal Elections Act, 1996*.
  - I am not a judge of any court.
  - I am not a member of the Assembly as provided in the *Legislative Assembly Act* or of the Senate or House of Commons of Canada or, if I am such a person, I will provide proof of my resignation in a form satisfactory to the Clerk of the Town of Kingsville prior to 2:00 p.m. on Nomination Day, (DATE). I understand that the Clerk of the Town of Kingsville will reject my nomination for the above-mentioned office if I fail to provide proof of resignation by this deadline.
  - I am not a Crown employee within the meaning of the *Public Service Act*, or if I am a Crown employee, I have followed and will continue to follow all the relevant provisions of Part III of such Act.
5. I am not prohibited from voting at the municipal election under subsection 17(3) of the *Municipal Elections Act, 1996*.
6. Without limiting the generality of paragraph 5,
  - I am not a person who is serving a sentence of imprisonment in a penal or correctional institution.

Appendix C

- I am not a person who was convicted of a corrupt practice described in subsection 90(3) of the *Municipal Elections Act, 1996*, during an election that occurred less than four years prior to Monday, October 27, 2014.
7. I am not a candidate who was convicted of a corrupt practice under the *Municipal Elections Act, 1996* or of an offence under the *Criminal Code* (Canada), in connection with an act or omission with respect to a municipal election if the Voting Day in that election is less than six years prior to Monday, October 27, 2014.
  8. I am not disqualified from being elected to or holding office by reason of any violations of the election campaign financial requirements or violations for not filing the financial statement pursuant to the *Municipal Elections Act, 1996*.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

Declared before me at the Town of Kingsville  
in the County of Essex.

This \_\_\_\_\_ day of \_\_\_\_\_, 20xx

\_\_\_\_\_  
(Signature of candidate)

\_\_\_\_\_  
(Signature of Clerk or designate)

## Appendix C

Personal information on this form is collected under the authority of the *Municipal Elections Act, 1996* and will be used for the nomination process for office in the municipal election and will be available for public inspection in the office of the Clerk, Town of Kingsville until the next municipal election. Questions about this collection of personal information should be directed to Town Clerk, Town of Kingsville, 2021 Division Road N, Kingsville, ON, N9Y 2Y9. Tel: 519-733-2305 ext. 229 or email [jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca).





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

**Date:** September 5, 2017  
**To:** Mayor and Council  
**Author:** Peggy Van Mierlo-West, CAO  
**RE:** Cottam Revitalization Committee – Terms of Reference  
**Report No.:**

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## **AIM**

To provide Council with a framework for providing Community Input into the development of a community betterment plan for Cottam.

## **BACKGROUND**

At the recent Community Improvement Plan public input session held in Cottam, residents were able to provide input towards the proposed project. Overall, the plan itself was well received, however based upon overall comments from the public there is a need for further discussion surrounding the overall revitalization and business attraction of the area.

There was a sense that more public input sessions and the development of an action plan surrounding the betterment of the area was required. The attached document is a draft terms of reference for an ad hoc committee to assist in the development of this plan.

## **DISCUSSION**

The positive outcomes of public collaboration are numerous, and far outweigh the potential challenges. Residents' input will strengthen the future well-being of the community, which in return will place Council in a position to understand the issues. In addition, residents, who take part in collaboration, will be in a position to understand the processes of government.

The Committee will have the task of bridging the gap of communication and developing ideas for the revitalization of Cottam. Duties for the committee will include, meeting for brainstorming sessions, assisting in the development of public input sessions, facilitating these sessions, dissecting the information coming forth and finalizing a long-term community betterment plan for Cottam. The Committee will also be tasked with the

development of funding options for these initiatives. Once complete the plan will be presented to Council for review and approval.

It is anticipated that this project will take approximately 8 months to complete and projects would be included within the 2019 Budget. The plan will consist of short, mid and long term goals.

### **LINK TO STRATEGIC PLAN**

Promote the betterment, self-image and attitude of the community.

### **FINANCIAL CONSIDERATIONS**

The committee is an unpaid position hence the development of the plan will not affect the overall budget. Recommendations will be brought forward for review and insertion within the long-term operational and capital plan. Projects will be reviewed annually during budget deliberation.

### **CONSULTATIONS**


Attendees at the Community Improvement Plan open house.

### **RECOMMENDATION**

That the attached Terms of Reference for the Cottam Revitalization Committee be approved; and that advertising for resident position begin immediately.

*Peggy Van Mierlo-West*

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

	<p align="center"><b>TERMS OF REFERENCE</b></p> <p align="center"><b>COTTAM REVITALIZATION COMMITTEE</b></p>
<p align="right"><b>Approved: TBA</b></p>	

COMMITTEE PARTICULARS			
<b>Type:</b>  Advisory, reporting to The Town Council.		<b>Authorizing or Mandating Legislation:</b>  None	
<b>Date of Formation:</b>  April 24, 2014		<b>Term:</b>  December 1, 2014 to November 30, 2018  <b>Evaluation Date:</b> January 2018	
<b>Meeting Frequency:</b>  To be determined			
<b>Resource:</b>  Executing Assistant to the Mayor an CAO		<b>Staff Support:</b>  C.A.O Manager of Parks and Recreation Manager of Facilities and Properties	
<b>Number of Council Members:</b>  Two		<b>Number of Community Members:</b>  Seven	
<b>Procedural By-law:</b>  By-law 55-2016 as amended from time to time		<b>Remuneration:</b>  None	
LINK TO STRATEGIC PLAN			
To maintain and improve the health, safety and well-being of our residents.			
PURPOSE			
The Committee's key role is to offer advice to Town of Kingsville the revitalization and beautification of the Cottam area.			
SCOPE OF WORK			
The purpose of the Committee is to assist the Town of Kingsville to obtain the best outcomes by: <ul style="list-style-type: none"><li>• providing community representatives input</li><li>• providing advice on the topics including issues and possible solutions</li><li>• providing advice within budget constraints to achieve desired outcomes</li><li>• ensuring the views of each of the stakeholders are known and given full consideration</li><li>• ensuring that projects are within other relevant Council strategies, policies and legislation</li></ul>			
REQUIRED SKILLS			
<b>X</b> Strategy	Project Management	Finance/Accounting	<b>X</b> Communications
Risk Management	Business Management	Legal	Critical Thinking / Analysis
<b>X</b> Stakeholder Relations	Land Use Planning	Organization	

# Gosfield North Sportsmen Association



August 23, 2017

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

Attention: Mayor and Councilors

Re: 2017 Pheasant Release Program

Dear Sirs/Madams;

On behalf of the Gosfield North Sportsmen Association, please accept our deepest gratitude for your contribution of the hunting license fees collected for the 2016 season. These monies will help tremendously towards the continuation of our pheasant release program in 2017. Our club raised and released approximately 1500 pheasant chicks to mature birds for release into the new Town of Kingsville. We have received many compliments on the appearance and condition of our birds that we raise and release. We are rewarded in the fact that our pheasants are very healthy, beautiful and appreciated. Credit is due to the hard work of our members, the strict quality guidelines of our processes and the financial contributions by our "heritage friends", such as the Town of Kingsville.

We attempt to be as fair as possible in our release area in the distribution of birds. One very important consideration in selecting release property is that the birds have a good source of water, cover and feed sources. We have to give them the best opportunity to survive and to reproduce in nature as they were intended. We also have to be very careful not to offend the property owners who may not wish birds released on their property. The toughest task that a club has when establishing release locations is developing a relationship with property owners. We would very much appreciate any feedback, negative or positive, that you may have received to assist us in improving our release program.

Our 2017 program is well under way. We would like to thank you again very much for your support to our program in the past and do hope that the Town of Kingsville will consider its continuation of its partnership with the Gosfield North Sportsmen in our Pheasant Release Program by contributing the license fees collected for the 2017 hunting season. Your considerations would be greatly appreciated.

Yours sincerely;



Stan Gevaert  
Treasurer

# Gosfield North Sportsmen Association



August 23, 2017

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

ATT: Mayor and Council

Re: 2017 Pheasant Release Program

For your information, the following is a list of the areas of release for this hunting season:

1. Ruscom River: Concessions 8, 9, 10 and 11, Part of lots 19, 20, 21 and 22
2. Belle River: Concessions 9, 10 and 11, Part of lots 13, 14, 15, 16 and 17
3. Road 2 West: WD, Pt. Lot E, RP 12R15120 Parts 5 & 6 (Roll 380-00220)
4. Road 2 West: Concession 2, WD, Pt Lot F (Roll 380-00100)
5. Road 2 West: Concession 4, WD, S., Part Lot 8 & 9, RP 12R15120 Part 8 (Roll 330-05650)
6. Road 3 East: Concession 3 E. D., S. Pt Lot 1 (Roll 360-01500)
7. Road 3 West: Concession 2 W.D., Pt Lot 1 (Roll 370-04900)
8. Heritage Road: Concession 1 W.D., Pt Lots 19-26 inclusive, RP 12R1789 Part 3 (Roll 280-28300)
9. Road 5 West, Concession 4 W.D., Pt Lot 8, RP 12R2672, Part 3 (Roll 430-02300)
10. North Talbot Road: Con. NTR, Pt. Lot 261 (Roll 420-01000)
11. Cottam Lagoons: Con. NTR, Pt. Lot 269, RP 12R1331, Parts 1 and 5 (Roll 590-06101)
12. North Talbot Road: Con. NTR, Pt. Lot 268 (Roll 590-06700)
13. North Talbot Road: Con. NTR, Pt. Lot 268 (Roll 590-06800)
14. South Talbot Road: Con. STR, Pt. Lot 267 (roll 560-00500)
15. South Talbot Road: Con. STR, Pt. Lot 267 (Roll 560-00700)
16. South Talbot Road: Con. STR, Pt. Lot 268 (Roll 560-00900)
17. Cottam Side Road S/S: Con. STR, Pt. Lot 269 (Roll 560-0100)
18. 8<sup>th</sup> Concession Rd. East: Con 7, Pt. Lot 21 (Roll 470-02600)
19. 8<sup>th</sup> Concession Rd. East: Con 7, Pt. Lot 22 (Roll 470-02700)



**REGULAR MEETING OF COUNCIL  
MINUTES**

**Monday, August 28, 2017**

**7:00 PM**

**Council Chambers**

**2021 Division Road N**

**Kingsville, Ontario N9Y 2Y9**

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

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

**A.     CALL TO ORDER**

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

**B.     MOMENT OF SILENCE AND REFLECTION**

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

**C.     PLAYING OF NATIONAL ANTHEM**

**D.     DISCLOSURE OF PECUNIARY INTEREST**

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

**E. PRESENTATIONS/DELEGATIONS**

**1. Michael Laba, Solicitor representing 1147160 Ontario Limited-  
Request dated August 11, 2017 for extension of Amended Development  
Agreement for the Mettawas Lane Development**

Mr. Laba presented his correspondence dated August 18, 2017 on behalf of his client, 1147160 Ontario Ltd. He also presented a copy of correspondence from Coco Paving Inc. which confirms that Coco Paving can commence the works on September 18, 2017 for completion no later than September 29, 2017. His client has requested a 60-day extension. He indicated that his client's request for a 60-day extension is most reasonable and does not prejudice the Town or its residents.

**554-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Susanne Coghill

That Council receive correspondence from Coco Paving Inc., dated August 28, 2017 RE: Mettawas Subdivision Surface Course Asphalt as submitted by Solicitor Michael Laba.

**CARRIED**

Mayor Santos brought forward Staff Report G-1, being Report of K. Girard, Manager of Municipal Services RE: Mettawas Lane Development Extension Request, dated August 28, 2017

Director of Municipal Services A. Plancke was in attendance and presented the report in Mr. Girard's absence. Mr. Plancke stated that because there is commitment from both 1147160 Ontario Limited and Coco Paving Inc. to have the work completed by the end of September, he would take back the recommendation contained in the Staff Report and agree to an extension of the Amendment Agreement. He suggested that an extension of no more than 30 days would be appropriate at this point.

**555-2017**

Moved by Councillor Larry Patterson

Seconded by Councillor Tony Gaffan

That Council accept recommendation of Director of Municipal Services A. Plancke to allow the Developer a thirty-day extension of the September 1, 2017 date for its completion of the outstanding work at the Mettawas Lane development.

**CARRIED AS AMENDED BY MOTION 556-2017**

**Amendment:**

**556-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

That Council amend Motion 555-2017 to allow the Developer a forty (40) day extension of the September 1, 2017 date for its completion of the outstanding work at the Mettawas Lane development.

**CARRIED**

**2. William Parr, Resident, on behalf of residents of Lakeside Crescent and area, Request dated August 17, 2017**

Mr. Parr, on behalf of residents of Lakeside Crescent and area, indicated he is strongly opposed to the placing of wildfowl hunting blinds off the Shores of Lake Erie. He indicated that the area residents respect the rights of hunters, however, that placing hunting blinds on a residential or recreational area is not wise, nor safe, for residents and visitors alike. He referred to correspondence filed with Council this evening as provided by the Causarano delegation and indicated that the residents feel that the letter provides Council with a clear direction to lobby the Province of Ontario, including members of the local Provincial Parliament, for an amendment to the Regulations under the *Fish and Wildlife Conservation Act* to prohibit hunting and the construction of duck blinds near the shores of Lake Erie within the Town of Kingsville, similar to that which is in place for the municipalities of Lakeshore and Tecumseh.

Mr. Parr read aloud his questions and concerns, thanked Council for allowing the residents to address the issue, and asked that Council address the matter with the Ministry of Natural Resources. He indicated the residents will stand ready to assist in any way that they can, and the residents feel there is a sense of urgency in this matter.

**557-2017**

Moved by Councillor Susanne Coghill

Seconded by Councillor Thomas Neufeld

That Council receive notes from William Parr, Resident, listing questions and concerns pertaining to Hunting Blinds in Lake Erie.



**CARRIED**

**3. Giovanni Causarano, Resident, on behalf of Mettawas Lane Residents,  
Request dated August 18, 2017**

Mr. John Causarano, on behalf of Mettawas Lane residents, stated that as mentioned by Mr. Parr, he has distributed correspondence this evening to Council from his solicitor for Council's information. He explained that during the hunting season from September to January all the neighbours wake up at 6:15 a.m. because of the noise of the shotguns. He asked how it is possible for this to be allowed close to the residences. He indicated he cannot walk on the beach with his grandchildren and that the location may have been okay twenty to twenty-five years ago, but residents who live nearby are fearful. He stated that he hopes that Council will do something about this; that the location is not the right place for hunting.

**558-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Susanne Coghill

That Council receive correspondence addressed to the Municipal Council for the Town of Kingsville from Solicitor Matthew M. Caron (Pearsall, Marshall, Halliwill & Seaton LLP) dated August 28, 2017 RE: Duck Hunting off the Shores of Lake Erie in the Town of Kingsville.

**CARRIED**

**559-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Susanne Coghill

That Council direct Administration to research the matter of duck hunting off the Shores of Lake Erie to determine the ownership of the water lots adjacent to Town-owned land and how that may impact the municipality's jurisdiction; to identify the Town's legal jurisdiction over this issue; and further that Administration provide advertised notice to the public as to the date this Report is coming back to Council for consideration.

**CARRIED**

**F. AMENDMENTS TO THE AGENDA**

Deputy Mayor Queen added two Notices of Motion, and Councillor Neufeld added one Notice of Motion.

**G. STAFF REPORTS**

**1. Mettawas Lane Development Extension Request**

**560-2017**

Moved by Councillor Thomas Neufeld

Seconded by Councillor Susanne Coghill

That Council receive Report of K. Girard, Manager of Municipal Services, RE: Mettawas Lane Development Extension Request, dated August 28, 2017.

**CARRIED**

**2. Kingsville Community Grant Fund Policy**

Mayor Santos advised that Ms. Zwiers, Director of Financial Services, was not able to be in attendance to present her Report this evening.

**561-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Larry Patterson

That Council defer Report of S. Zwiers, Director of Financial Services RE: Community Grant Fund Policy, dated August 2, 2017, to a future Regular Meeting of Council.

**CARRIED**

**3. Council Vacancy – Resignation of Councillor McIntyre**

Director of Corporate Services J. Astrologo presented her Report for Council's consideration, providing Council with information relating to the resignation of Councillor McIntyre and the options available to fill said vacancy on Council.

**562-2017**

Moved by Councillor Larry Patterson

Seconded by Councillor Tony Gaffan

That Council declare the office of a member of Council vacant.

**CARRIED**

**563-2017**

Moved by Councillor Susanne Coghill  
Seconded by Deputy Mayor Gord Queen

That Council receive the balance of the Report of J. Astrologo, Director of Corporate Services/Clerk RE: Council Vacancy-Resignation of Councillor McIntyre, dated August 17, 2017.

**CARRIED**

**H. BUSINESS/CORRESPONDENCE-ACTION REQUIRED**

- 1. Prostate Cancer Canada--Request dated August 16, 2017 RE: Request to proclaim September 2017 as 'Prostate Cancer Awareness Month' in the Town of Kingsville**

**564-2017**

Moved by Councillor Larry Patterson  
Seconded by Councillor Susanne Coghill

**WHEREAS** prostate cancer is the most common cancer to affect Canadian men; and

**WHEREAS** 1 in 7 Canadian men will be diagnosed with the disease in his lifetime; and

**WHEREAS** an estimated 21,300 Canadian men will be diagnosed with prostate cancer this year; and

**WHEREAS** the survival rate for prostate cancer can be over 90% when detected early; and

**WHEREAS** those with a family history of the disease, or those of African or Caribbean descent, are at a greater risk of developing prostate cancer; and

**WHEREAS** Prostate Cancer Canada recommends that men get a PSA test in their 40s to establish their baseline;

**THEREFORE** the Council of The Corporation of the Town of Kingsville does hereby recognize September 2017 as Prostate Cancer Awareness Month in the Town of Kingsville.

**CARRIED**

2. **Erie Shores Quilting Guild--Correspondence dated August 18, 2017 requesting waiver of fee for Unico Building**

**565-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Susanne Coghill

That Council approve request for a period of six months to Erie Shores Quilting Guild for the Unico Building.

**CARRIED AS AMENDED BY MOTION 566-2017**

**Amendment:**

**566-2017**

Moved by Councillor Tony Gaffan

Seconded by Councillor Susanne Coghill

Council amend motion 565-2017 to specify a period of four (4) months.

**CARRIED**

**I. MINUTES OF THE PREVIOUS MEETINGS**

1. **Regular Meeting of Council--August 14, 2017**
2. **Special Meeting of Council--August 17, 2017**

**567-2017**

Moved by Councillor Susanne Coghill

Seconded by Deputy Mayor Gord Queen

That Council adopt the Regular Meeting of Council Minutes, dated August 14, 2017 and Special Meeting of Council Minutes, dated August 17, 2017.

**CARRIED**

**J. MINUTES OF COMMITTEES AND RECOMMENDATIONS**

1. **Kingsville BIA-July 11, 2017**

**568-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Susanne Coghill

That Council receive Kingsville BIA Meeting Minutes dated, July 11, 2017.

**CARRIED**

**2. Tourism and Economic Development-June 8, 2017**

**569-2017**

Moved by Councillor Tony Gaffan

Seconded by Councillor Larry Patterson

That Council receive Tourism and Economic Development Committee Meeting Minutes dated, June 8, 2017.

**CARRIED**

**3. Parks, Recreation, Arts and Culture--June 15, 2017**

**570-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Thomas Neufeld

That Council receive Parks, Recreation, Arts and Culture Meeting Minutes dated, June 15, 2017, along with the following Subcommittee Minutes: Migration Festival dated April 25, 2017, Fantasy of Lights dated April 25, 2017, and Communities in Bloom dated May 10, 2017.

**CARRIED**

**K. BUSINESS CORRESPONDENCE - INFORMATIONAL**

**1. County of Essex--Correspondence from W. King, Manager, Planning Services RE: Town of Kingsville By-law 56-2017 duly approved under Section 50(7) of the Planning Act on July 25, 2017 (Millbrook Subdivision, Stage II, Phase 1, Plan 12M-552)**

**571-2017**

Moved by Councillor Susanne Coghill

Seconded by Councillor Larry Patterson

That Council receive Business Correspondence-Information item 1, as presented, for Information.

**CARRIED**

**L. NOTICES OF MOTION**

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

That Council be provided a complete list of the 2018 bookings that presently exist for the Lakeside Park Pavilion noting the breakdowns by category as follows: i) Private Rentals for the full fee as per our fees by-law; ii) Rentals by the Schedule E list of Free and Reduced rate rentals; and iii) dates that the Town has on hold and not available for rent due to Town Committees such as Fantasy of Lights/Dinner with Santa and any planned Town events such as the Christmas Party; Such report to be provided to Council by December 31, 2017 with any staff recommendations for change.

**572-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Susanne Coghill

That Council be provided a complete list of the 2018 bookings that presently exist for the Lakeside Park Pavilion noting the breakdowns by category as follows: i) Private Rentals for the full fee as per our fees by-law; ii) Rentals by the Schedule E list of Free and Reduced rate rentals; and iii) dates that the Town has on hold and not available for rent due to Town Committees such as Fantasy of Lights/Dinner with Santa and any planned Town events such as the Christmas party; Such report to be provided to Council by December 31, 2017 with any staff recommendations for change.

**CARRIED**

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

That Council direct Administration to communicate with resident Penny Horne regarding the Lakeview Road reconstruction project and provide Council with a follow-up report.

**573-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Tony Gaffan

That Council direct Administration to communicate with resident Penny Horne regarding the Lakeview Avenue Road reconstruction project and provide Council with a follow-up report;

**CARRIED**

**3. Councillor L. Patterson may move or caused to have moved:**

That Senior Management review the matter of animals (including chickens and other livestock) roaming at large.

Councillor Patterson indicated that he spoke to Administration regarding this matter, and no such Motion was moved at this Regular Meeting.

**4. Councillor L. Patterson may move or caused to have moved:**

That the Town's Noise By-law (By-law 69-2003 as amended) be reviewed with the possibility of including noise generated by drums, guitars, horns and other musical instruments generating music greater than 65 decibels.

Councillor Patterson advised he spoke to Administration pertaining to this matter, and no such Motion was moved at this Regular Meeting.

Mayor Santos vacated the Chair and Deputy Mayor Queen assumed the Chair for the discussion of item L-5.

**5. Mayor Santos may move or cause to have moved:**

Deputy Mayor Queen, acting as Chairman, asked if there was motion for reconsideration of Council's previous decision on the matter of the inclusion of sidewalks on the southern side of Noah Court (Motion 447-2016).

**574-2017**

Moved by Mayor Nelson Santos

Seconded by Councillor Susanne Coghill

That Council Reconsider motion 477-2016, being its decision on the matter of the inclusion of sidewalks on the southern side of Noah Court.

**CARRIED**

**575-2017**

Moved by Mayor Nelson Santos

Seconded by Councillor Thomas Neufeld

That The Corporation of the Town of Kingsville accept an amendment to the Sun Valley Estates Development Agreement to remove the single sidewalk installation on Noah Court in concert with a new provision that the Developer provide to the municipality a contribution of \$10,000.00, representing the value of the Noah Court sidewalk installation;

And Further That the contribution be utilized for recognized improvements within the Hamlet of Ruthven for future sidewalk installations on Road 2 between Branco Drive and Mayfair and/or other identified areas in this immediate area in Ruthven to complement the Kingsville Active Transportation Plan.

**CARRIED**

Mayor Santos then assumed the Chair at 8:06 p.m.

**6. Deputy Mayor Queen stated that he may, at the next Regular Meeting of Council, move or cause to have moved:**

That Council and Administration enter into discussions with the Kingsville Community Church regarding Canada Day 2018 as to options and opportunities that may exist.

**7. Deputy Mayor Queen may, at the next Regular Meeting, move or cause to have moved:**

That Council again ask Staff to obtain and install a Christmas tree at Carnegie Parkette prior to the Santa Parade of November 18.

**8. Councillor Neufeld may, at the next Regular Meeting, move or cause to have moved:**

That Committee Members not be paid for Committee Meetings which last 15 minutes or less.

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

There were no unfinished business items, announcements or updates.

**N. CLOSED SESSION**

**576-2017**

Moved by Councillor Tony Gaffan

Seconded by Councillor Thomas Neufeld

Pursuant to Section 239(2) of the *Municipal Act, 2001* Council, at 8:08 p.m., entered into Closed Session to address the following items:

1. Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; being verbal report of CAO P. Van Mierlo-West pertaining to the potential acquisition of land for municipal purposes.

2. Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; being verbal report/update pertaining to 103 Park St.



**CARRIED**

**O. REPORT OUT OF CLOSED SESSION**

Upon rising from Closed Session at 8:19 p.m. Mayor Santos reported that the CAO provided two update reports for Council's information.

**P. CONFIRMATORY BY-LAW**

**1. By-law 94-2017**

**577-2017**

Moved by Deputy Mayor Gord Queen

Seconded by Councillor Larry Patterson

That Council read By-law 94-2017, being a by-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its August 28, 2017 Regular Meeting a first, second and third and final time.

**CARRIED**

**Q. ADJOURNMENT**

**578-2017**

Moved by Councillor Thomas Neufeld

Seconded by Councillor Susanne Coghill

That Council adjourn this Regular Meeting at 8:20 p.m.

**CARRIED**

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MAYOR, Nelson Santos

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CLERK, Jennifer Astrologo



# MINUTES

## COMMITTEE OF ADJUSTMENT MEETING

TUESDAY JUNE 20<sup>TH</sup>, 2017 AT 6:00 P.M.  
CORPORATION OF THE TOWN OF KINGSVILLE  
COUNCIL CHAMBERS  
2021 DIVISION RD N, KINGSVILLE, ONTARIO N9Y 2Y9

### A. CALL TO ORDER

Chairperson G. Queen called the meeting to order at 6:00 p.m. with the following Committee members in attendance:

Members of Committee of Adjustment	Members of Administration
<ul style="list-style-type: none"><li>• Deputy Mayor Gord Queen</li><li>• Russell Horrocks</li><li>• Allison Vilardi</li><li>• Thomas Neufeld</li><li>• Jim Gaffan Jr.</li></ul>	<ul style="list-style-type: none"><li>• Manager of Planning &amp; Development Services – Robert Brown</li><li>• Town Planner – Kristina Brcic</li></ul>

### B. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

Chairperson G. Queen reminded Committee members to disclose any interest they may have prior to each agenda item being discussed.

### C. ADOPTION OF COMMITTEE OF ADJUSTMENT MEETING MINUTES DATED TUESDAY, MAY 16<sup>TH</sup>, 2017.

#### CA - 29 - 2017

Moved by Thomas Neufeld, seconded by Russell Horrocks the Committee of Adjustment Meeting Minutes dated May 16<sup>th</sup>, 2017 be adopted.

**CARRIED**

### D. HEARINGS

#### 1. B/01/17 – 1503 Seacliff Drive – Antonino MUCCI

Committee Member, Jim Gaffan Jr. declared a conflict of interest.

Town Planner, Kristina Brcic introduced the consent application and reviewed her report dated June 13<sup>th</sup>, 2017 in which the Committee of Adjustment requested to be provided with the next steps regarding the requested consent for lot creation on lands known as 1503 County Road 20 West, in the Town of Kingsville.

The application was initially heard before the Committee of Adjustment members at the public meeting held on May 16, 2017 where approval of the application was not granted and Planning Services recommendation was to not approve the application. However, the Committee deferred the application and requested that conditions be presented and required services outlined in the event that a decision to approve the applicants' requested consent is granted. The applicant has provided the location of services on a sketch.

The subject land is a 1.22 ha (3.0 ac.) residential parcel with a new single detached dwelling. The applicant is proposing to sever the existing dwelling on a 0.69 ha (1.72 ac.) lot, shown as Parts 1 and 3 on the attached survey sketch leaving a vacant 0.53 ha (1.31 ac.) retained parcel.

Both parcels meet the minimum lot area requirement however lot frontage would be undersized on both as the lands do not have connections to the municipal storm sewer. A minor variance would be required to address this deficiency. A new municipal water service

would be required and the County has requested that a shared entrance be used to provide access to both parcels. The lot configuration is not consistent with the abutting lots, by way of lot stacking and is not considered good land use planning.

The applicant was in attendance along with legal representation, Ms. Marnie Setterington. Ms. Setterington made presentation to the Committee outlining the rationale for support of the application; efficient use, not stacked, location of the services, services are aligned with the severed lot lines, access easement will be required.

Committee Member T. Neufeld asked Town Planner, Ms. K. Brcic if the Provincial Policy Statement (PPS) supported infilling, which Ms. Brcic confirmed that it does.

Committee Member R. Horrocks is concerned with the lack of conditions being provided to applicant for review, there is disagreement that the lot complies with the Town policies, if approved its poor land use planning.

Chairperson, G. Queen provided the agent time to review the conditions

Chairperson, G. Queen confirmed there were no other comments from the applicant or the audience.

### **CA - 30 - 2017**

Moved by Thomas Neufeld, seconded by Allison Vilardi that Consent Application B/01/17, for the creation of a 0.68 ha (1.68 ac.) lot, on lands currently known as 1503 County Road 20 (Seacliff Drive) in the Town of Kingsville, be **Approved** subject to the following conditions:

1. That the subject property is to be angle staked and a plan of survey prepared and reference plan deposited in the registry office, both an electronic and paper copy of the registered plan is to be provided for the files of the Secretary-Treasurer;
2. That the necessary deed(s), transfer or charges be submitted in triplicate; signed and fully executed (no photo copies), prior to certification.
3. That the owner shall provide that all municipal taxes be paid in full and that necessary apportionments be undertaken for any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or the Municipal Act;
4. That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees By-law in effect on the date the consent is being endorsed on the deeds;
5. That a park fee of \$1500.00 is paid to the municipality for the creation of the new lot prior to certification;
6. That the applicant(s) obtains a shared access easement and the necessary permits from the County for establishment of the shared access, if necessary;
7. That the applicant prepare and enter into an agreement, to be registered on title, with the owner of the retained parcel outlining that maintenance of the shared portion of the access and driveway on the subject lands is the sole responsibility of both property owners including but not limited to surface maintenance, drainage, snow removal and dust control;
8. That the applicant provide a new water service, at the applicants' expense and to the satisfaction of the Town for the retained parcel;
9. That the applicant obtain a private water line easement for the portion of the existing water serviced crossing over the proposed property lines for access to and maintenance of the private water line and include the Town as a party to that easement;
10. That the applicant provide an easement over the proposed severed parcel for access to and maintenance of the existing storm water drain from the retained parcel;

11. That applicant apply for and receive approval of a consent application to create permanent easements over the neighboring property to the west (1495 Seacliff Dr.) for access to and maintenance of existing storm water drainage outlets for the severed and retained lands;
12. That the applicant obtains municipal address/911 signage for the retained lot at the applicant's expense;
13. That the applicant submit a comprehensive lot grading plan completed to the satisfaction of Municipal Services;
14. That a successful Minor Variance is obtained which permits an undersized lot frontage for the severed parcel (1503 Seacliff Dr.);
15. That a successful Minor Variance is obtained which permits an undersized lot frontage for the retained parcel;
16. The conditions imposed above shall be fulfilled by **June 20, 2018** or this application shall be deemed to be denied in accordance with Section 53(41) of the Planning Act.

**CARRIED**

**2. B/23/16 – 364 County Rd 34 W – 1298466 Ontario Inc.**

Town Planner, Kristina Brcic introduced the consent application and reviewed her report dated June 13<sup>th</sup>, 2017 in which the property owner is requesting consent to sever and convey a portion of land, being 0.14 ha (0.34 ac.) in area, as a lot addition to an abutting property to the west, from the lands known as 358 County Rd 34 W to the lands known as 364 County Rd 34 W, in the Town of Kingsville.

The subject land is a 0.55 ha. (1.36 ac.) residential parcel (Part 2 & 3 – Appendix B). The applicant also owns the abutting parcels to the west and wishes to expand the property to accommodate an existing parking lot. The proposed lot addition (Part 2 – Appendix B) would convey 0.13 ha (0.33 ac.) of land from the subject parcel to the receiving lot Part 1 also known as 364 County Rd 34 W.

The parking area on the receiving lot currently accommodates the parking needs of the restaurant business located at 366 County Rd 34 W. As a condition of consent the applicant will be required to amend the zoning of the property for commercial parking use. A site plan agreement will be required in addition to the zoning amendment and will be presented to Council at a later date.

The applicant was in attendance.

Committee Member, A. Vilardi asked if there were any setback issues on the retained lands. Town Planner, Ms. K. Brcic confirmed that there are no setback issues but there is a shed that is to be removed.

Chairperson, G. Queen confirmed there were no other comments from the applicant or the audience.

**CA - 31 - 2017**

Moved by Jim Gaffan Jr., seconded by Thomas Neufeld that Consent Application B/23/16 to sever and convey a portion of land from 358 County Road 34 W, being 0.14 ha (0.34 ac.) in area, as a lot addition to an abutting property known as 364 County Rd 34 W, in the Town of Kingsville, be **Approved** subject to the following conditions:

1. That the lot addition to be severed, shown on the applicant's sketch as Part 2, RP 12R-16586, be conveyed to the owner of the abutting parcel shown as Part 1, RP 12 16586 (364 County Rd 34 W) and Section 50(3 or 5) of the Planning Act applies to any subsequent conveyance of or transaction involving the parcel of land that is the subject of this consent.

2. That a one-foot square be conveyed from the receiving lot to the County of Essex, free of charge and clear of all encumbrances, if necessary, to facilitate the consolidation of the lot addition and receiving lot.
3. That a reference plan be deposited in the registry office, ***both an electronic and paper*** copy of the registered plan is to be provided to the Town for the files of the Secretary-Treasurer.
4. That the deeds, such plan of survey or reference plan, for property lines being newly created, shall be in accordance with the existing zoning requirements for the municipality including satisfactory proof as to compliance of the location of all buildings on the subject lands either by way of a plan showing the location of all buildings located thereon, or a certificate from a qualified surveyor indicating the location and sizes of all buildings on the said lands and/or favourable minor variances shall have been processed for any non-compliances.
5. That the owner shall provide that all municipal taxes be paid in full and that necessary apportionments of storm drainage be undertaken for any special assessment imposed pursuant to the provisions of the Local Improvement Act and/or the Municipal Act.
6. That as a result of severance, owners shall become liable by way of up front monies for the assessment and taxation of their properties for any waterworks or sanitary sewer systems affecting their properties, in accordance with the Fees By-law in effect on the date the consent is being endorsed on the deeds.
7. That the owner shall verify the location of the water service(s) on the receiving lot (364 County Rd 34 W) to the satisfaction of the Municipal Services Department.
8. That a successful zoning by-law amendment is obtained which rezones the lot addition lands and receiving lot from 'Rural Residential (RR)' to 'Transitional Commercial (C3)'.
9. That a successful site plan agreement is registered on title for the combined lot addition and receiving lot.
10. The conditions imposed above shall be fulfilled by **June 20, 2018** or this application shall be deemed to be refused in accordance with Section 53(41) of the Planning Act.

**CARRIED**

**E. OTHER BUSINESS**

**F. ADJOURNMENT**

**CA - 32 - 2017**

Moved by Allison Vilardi, seconded by Thomas Neufeld there being no further hearings scheduled, the meeting was adjourned at 6:45 p.m.

**CARRIED**

  
CHAIRPERSON G. QUEEN

  
SECRETARY-TREASURER



## MINUTES

### PLANNING ADVISORY COMMITTEE MEETING

**TUESDAY JUNE 20<sup>TH</sup>, 2017 AT 7:00 P.M.  
CORPORATION OF THE TOWN OF KINGSVILLE  
2021 DIVISION RD N, KINGSVILLE, ONTARIO**

#### A. CALL TO ORDER

Chairperson Thomas Neufeld called the meeting to order at 7:00 p.m. with the following Committee members in attendance:

Members of Planning Advisory Committee	Members of Administration
<ul style="list-style-type: none"><li>• Deputy Mayor Gord Queen</li><li>• Councillor Thomas Neufeld</li><li>• Ted Mastronardi</li><li>• Murray McLeod</li><li>• Shannon Olson</li></ul>	<ul style="list-style-type: none"><li>• Manager of Planning Services, Robert Brown</li><li>• Town Planner, Kristina Brcic</li></ul>

#### B. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

Chairperson Thomas Neufeld reminded Committee members to disclose any interest they may have prior to each agenda item being discussed.

No members disclosed any conflicts with the items being presented.

#### C. ADOPTION OF PLANNING ADVISORY COMMITTEE MEETING MINUTES DATED FEBRUARY 28<sup>TH</sup>, 2017

##### PAC – 04 – 2017

Moved by Gord Queen, seconded by Ted Mastronardi that the Planning Advisory Committee Meeting Minutes dated February 28<sup>th</sup>, 2017 be adopted.

**CARRIED**

#### D. HEARINGS

##### 1. ZBA/12/17 – 1552843 Ontario Ltd. (Noah Homes) – 150 Heritage Rd.

Manager of Planning Services, Robert Brown presented his report dated June 9<sup>th</sup>, 2017 to the Town of Kingsville Planning Advisory Committee regarding a proposed Zoning By-law Amendment (ZBA) for lands owned by 1552843 Ontario Ltd. (Noah Homes), located at 150 Heritage Road, in the Town of Kingsville

The subject parcel is approximately 2.6 ha (6.5 ac.) in area and currently vacant and used for agricultural purposes. The applicant received zoning approval in the spring 2015 which was to permit the property to be developed as a residential subdivision containing single detached, semi-detached and townhouse dwellings. The property was also placed into a Holding zone until a plan of subdivision and associated development agreement were completed. The applicant is still proposing to develop the property for residential purposes but not via plan of subdivision. The proposal is for 23 semi-detached dwellings (46 units total) to be built as a single residential development on private streets. The applicant has submitted a funding request to the County of Essex to develop affordable housing and is seeking approval to prepare the subject property from a zoning standpoint if that funding is awarded. Under the terms of the funding the units are to be affordable



rental units and must remain as such for a period no less than 20 years. The zoning amendment is necessary to permit the 23 dwellings on one parcel, site plan control is necessary to regulate the overall development layout in much the same way that a development agreement would. In the event that once the 20 year time limit of the funding expires a plan of subdivision could be overlaid on the development and units sold off separately.

Chairperson T. Neufeld ask the PAC members if they had any questions for the Manager of Planning Services, Robert Brown. No questions were brought forward.

The applicant, Walter Branco was present. He addressed the audience asking for the neighboring comments / concerns / opinions.

Chairperson T. Neufeld asked the audience to come forward with their comments or concerns and to ensure that their name and address were given prior to their comments for our records.

Mr. Dale Cook, of 205 Dieppe Ave noted that several Semidetached town houses are going up all around town. In Mr. Cook's opinion this is not the look Kingsville should be striving for. Infrastructure deficiencies don't seem to be addressed. A few years ago the residents in Dieppe subdivision had 70 PSI water pressure. Currently they have 34 PSI. Water pressure should be addressed before more homes are added. Affordable housing, should be closer to town, Kingsville doesn't have public transit, not really walking distance to the grocery store. Concern about maintenance on townhouses or semis. Roofing in particular, if one resident picks brown shingles to replace on his roof and another picks black, it will look ridiculous. Mr. Cook has received a \$60 invoice/bill regarding the Wigle Drain, more improvements will be needed and the current residence will receive more bills. Mr. Cook also noted that Kingsville is beginning to look like a cookie cutter town with all the semi's popping up everywhere.

Mr. Robert Brown, Manager of Planning Services addressed the audience regarding the water pressure that Mr. D. Cook brought up. The water issue relates to the West Kingsville Service Area, this particular property is right on the boundary of the two water systems that service Kingsville. Municipal services are aware that infrastructure in the area does need upgrading to help resolve the issue of water pressure. Review of the necessary improvements is underway to help support future growth. Two different options have been presented by our consultant to service this development; one is to tie into the existing system; and option two is to extend the waterline from Woodlawn Cres into the subdivision to service the development. The storm water pond that is located in the Dieppe Subdivision does have the capacity to handle this development. However, the outlet would need to be upgraded, the developer will be covering the cost of this upgrade.

Roxanne Pratt, 221 James Ave. Her home backs onto the development. She moved to Kingsville to retire, as she had heard such great things about how quiet Kingsville is. She does agree that Kingsville is a beautiful place to live. This type of development will turn Kingsville into a non-desirable area. This development will decrease her property value. This is not the type of life style that she moved here for. Mrs. Pratt told a story of her family member that lived in a subdivision for 30 plus years and when a similar development was put into that subdivision her family member experienced theft after theft until she finally had to leave the home that she raised her family in. This development is going to bring a lot of people into this subdivision, it is going to be too crowded. The people that live in the subdivision now need to be considered, they bought there for a reason.

Tim Dobson, 35 Normandy Ave. Mr. Dobson grew up here, his father was a police officer here in Kingsville. Mr. Dobson built his dream home on Normandy Ave. He has no issues with Mr. Branco. Mr. Dobson knows this is business. Mr. Dobson worked with Ontario Housing Corporation. This is geared to income housing. In the 10 years that he worked in the housing corporation he met many nice people that were down on their luck, in tough times, etc. But he also met a lot of people that weren't so nice. His concern is property value, crime, etc

Shannon Cooper, 39 Normandy Ave. Shannon told her story of having to leave a marriage and find a place for herself and her children to live. She had to turn to affordable

living in the Belle River area. She said the development that she was in was beautiful and the people that lived there took a lot of pride in keeping it that way. She is concerned about transportation for the potential residents. She would be proud to have people feel safe and welcomed into her neighborhood. She knows that people are screened for this type of funding/assistance. She also wanted to make note that no one has control over who moves into the neighborhood.

A female resident at 225 Prince Albert St N spoke about her current situation. She had a good job for 31 years until health issues forced her into early retirement. She is grateful that she was able to find a beautiful home in Mr. Branco's geared to income development on Prince Albert St. N.

Mr. Dale Cook, of 205 Dieppe Ave. Infrastructure needs to be upgraded no matter what the development is. Is there another location where the infrastructure is able to accommodate?

Phil Carawana, 225 Prince Albert N. These homes will be built to a high standard just as every other house is that Mr. Branco builds. Mr. Carawana feels that the development agreements should be carried through to the inside of the homes and development.

Mr. Joe Prout, 148 Heritage Rd. Question if the Affordable housing is for seniors or for families?

Karen Wadsworth, 209 James Ave. What does affordable housing mean? What will the houses look like? What is the value? Will they be equivalent to Jasperson? Or are they going to be a lower value?

Mr. Walter Branco addressed the concerns of the audience. Provided background of Noah Homes. Building homes in Kingsville since 2003

Affordability - Starter homes in Kingsville are going up to almost \$400,000.00

The average person cannot afford to start out that high, nor can our retirees.

Trying to avoid high rise buildings for our aging population.

Trying to accommodate less property maintenance.

900 - 1000 square foot units. (\$250/sq ft) The units will be valued at \$200,000.00

Similar to a gated community, one owner.

Scott Kraus, 41 Normandy. Moved into his house because of the peace and quiet. He is already considering moving. The traffic flow is going to increase. Has young kids.

Matt Vanroie, 187 Woodlawn Cres. Will Noah Homes be building sheds with solar panels on them similar to the properties on Prospect? Mr. Branco replied that solar panels are not in the plans.

Mr. Branco would like to start the project as soon as possible. His target market is seniors. He feels that transportation should not be an issue. Most of his current residents in affordable housing for seniors do have their own transportation. If they do not have their own transportation, they have aids/nurses that come and deliver food/groceries. In a perfect world it would be nice to have these units closer to a shopping center, but Kingsville is growing, who knows what the future commercial development will look like.

Rene Everaert, 233 Owenwood Dr. Is this a government funded / assisted program? Mr. Branco replied that no funding is in place for this development. However, there is the potential for it in the future if needed. Mr. Everaert asked if there are stairs in these units? Basements? Mr. Branco replied that yes basements will be built for storage. They will not be livable space, it will be mainly for furnace, mechanical, utilities, sump pump. They are fully accessible units. One bedroom units.

Karen Wadsworth, 209 James Ave. When are plans available for review? Affordable living homes, one bedroom home, they will not be valued at the same value as the current semi's. Why are we hearing this application if we can't have a say in what is built. Mrs. Wadsworth asked about the original zoning and how did it get re-zoned.

Mr. Brown replied to Mrs. Wadsworth explaining that in the spring of 2015 the Town received a Zoning By-Law amendment application to re-zoning the parcel to permit semi-detached, town homes, as well as single detached homes. The neighborhood would have been notified of the meeting. Mr. Brown indicated that we are not able to control if homes



are considered affordable, we can control if they are semi-detached, town homes, or single detached homes. Mrs. Wadsworth asked what the point of asking for public input then if you can build whatever type of homes you want. Chairperson T. Neufeld addressed the purpose of the Planning Advisory Committee. The committee's purpose is to get the public feed and make a recommendation for the application to be presented to Council for their opinion and decision; or to send the application back to the developer to tweak it if need be. Chairperson T. Neufeld told the audience that all public comments are valued and taken into consideration before a decision is made.

Mr. Branco stated the units will have one bedroom with a "den" for guest to stay overnight if need be. With a glorified crawl space, a basement to store the furnace, hot water tank, etc. No windows. Each unit could be a 900 square foot unit up to a 1400 square foot unit. Mr. Branco sees this as an alternative to a High Rise Condo, the benefits of no upkeep, and be able to have a garden.

Dave Cours, 39 Normandy Ave. Single Ownership clarification? Mr. Branco plans to maintain the property for 20 years. What happens in 5 years from now if a buyer comes to you and offers to buy it? Would there be a guarantee that the standards would be kept the same as Noah Homes standards.

Matt Dick, 200 Heritage Rd. How do you not approve a plan of subdivision in 20 years if that is the long-term plan? Mr. Brown explained that the applicant would be required to undertake the application process for a plan of subdivision. The layout, servicing and roads are being designed so that there would be no issue with overlaying a plan of subdivision in the future. Regarding drainage, Mr. Branco takes responsibility of the outlet upgrade. Has there been a decision where the new drain would go? One possibility that was currently under consideration was to re-route between the subject property and 200 Heritage to the road side and then along Heritage Rd to the drain outlet.

Robert l'Anson, 195 Woodlawn Cres. 46 units, 1 bedroom? Depending on the demand would some units have 2 bedrooms?

Margaret Malott, 211 James. What happens after this, do we get to vote?

Chairperson T. Neufeld responded that the public does not vote. The committee will make a recommendation if the application is endorsed for presentation to council.

Committee member Mr. Gord Queen is concerned about private development. Development Manual has standards that need to be met. He referred to the Provincial Policy Statement, from the Committee of Adjustment Meeting held the same day. He does see the need of Affordable housing in Kingsville. Sidewalks, road widths, easements etc. need to follow the development manual.

Committee member Gord Queen moved to NOT Endorse. Seconded by committee member Ted Mastronardi.

Planning Services did not endorse or support any particular design for the development this was the applicants plan. It has potential for affordable housing funding. Ownership would remain with one owner (the developer for min. 20 years). Zoning already permits single, semi-detached and townhouse development the requested zoning for the building of up to 23 dwellings (46 units) on one lot.

Municipal Services reviewed the plan and did not express concerns with the proposed 50 ft. and two 8 ft. easements. This is an option that is in the Development Manual. The sidewalk layout was a suggestion. If this is going to be an affordable community some concessions could be considered without a significant departure from the Development Manual standards.

Committee member Mr. Shannon Olson, Water Pressure in the James Normandy Subdivision, is already an issue. Water pressure should be addressed by the Town before this development is approved.

Municipal Services have suggested that they connect on Woodlawn and loop on to Normandy which should help to alleviate the problem.

Chairperson, T. Neufeld confirmed there were no other comments from the applicant or the audience.

**PAC – 05 – 2017**

Moved by, Gord Queen seconded by Ted Mastronardi that the Planning Advisory Committee not endorse support of the proposed rezoning to Council at this time.

**CARRIED**

**2. ZBA/14/17 – 1552843 Ontario Ltd. (Noah Homes) – 169 Prince Albert St. N.**

Manager of Planning Services, Robert Brown presented his report dated June 12<sup>th</sup>, 2017 to the Town of Kingsville Planning Advisory Committee regarding a proposed Zoning By-law Amendment (ZBA) for lands owned by 1552843 Ontario Ltd. (Noah Homes), located at 169 Prince Albert St. N., in the Town of Kingsville

The subject parcel is approximately 1.4 ha (3.45 ac.) in area with approximately 71.6 m (235 ft.) of frontage and currently contains a single detached dwelling. The applicant is proposing to redevelop the subject property with the creation of 3 single detached dwelling lots along the frontage of Prince Albert St. N. These lots would be approximately 35 m (115 ft.) deep with a minimum frontage of 15.24 m (50 ft.). The remaining lands, not including the wooded area and any required buffer area are proposed for the development of townhouses. The initial suggested maximum would be 27 units total.

This a Public Meeting to provide input at the initial stages prior to any presentation to Council or final recommendation from Planning Services. We are here to listen and to provide clarification and answers to the public in the area from the Town. The developer is also in attendance and is available to answer questions.

**Clarifications**

Mr. Robert Brown, Manager of Planning Services explained the application history – initial plan vs current plan. Mr. Brown explained that Bernath Gardens subdivision is not approved for townhouse development. (14 semi units 37 singles) Reminder to the audience that this is not an approval meeting this is an input meeting, staff have made no final determination nor have recommendations for or against the proposal been formulated at this stage – comments from the meeting will be heard and considered by the Planning Advisory Committee, those comments will also be discussed with the applicant and a final determination made as to whether or not to proceed. You will be notified if the tentative date for the Council meeting provided in the notification changes. Circulation distance was 200 m, min is 120 m

Current density of the northwest quadrant area 44.5 ha (110 ac.) does include one park and privately owned open space/wooded areas 5.78 ha (14.3 ac)

Current density is 6.89 units / ha in comparison to the OP limit for low density of 20. That is approx. one dwelling for every 1/3 of an acre (15,000 sq. ft.)

With the added Townhouses that level would increase to 7.57 units / ha this represents about 50% of the typical new development density level.

Approx. 307 dwelling units – consists of single detached, semi-detached, apts & townhouse units

63.5% SDD – with new development this would decrease to 58.7%

4.5% Semis

9.1 % Townhouses - with new development would increase to 16.3%

20.8% Apt.

There has been some comment regarding the character of the area and ongoing development of the street so Mr. Brown did a quick review of the age of some of the homes on Prince Albert North of Walnut to Palmer and found that the oldest homes on the street are actually the three or four homes immediately around the subject property (late 1940's). There are homes on Prince Albert that have been built during just about every decade since the 40's so the character of the area has been in constant evolution for the last 70 years. The one constant in this area has been change.

Prince Albert and Palmer would be considered local collector roads and there is an expectation that traffic volumes would be greater on this type of road as they intersect with other local roads for access to Main St or Division Rd.

Chairperson T. Neufeld ask the PAC members if they had any questions for the Manager of Planning Services, Robert Brown. Chairperson T. Neufeld asked regarding up to 27 units. How many units need to be developed to fulfill the 20% affordable housing? No other questions were brought forward from the committee.

The applicant, Walter Branco of Noah Homes was present.

Chairperson T. Neufeld asked the audience to come forward with their comments or concerns and to ensure that their name and address were given prior to their comments for our records.

Ken & Pam McLean, 158 Fern Ave. Mr. McLean thanked the audience/residence for their support on the opposition of this application. Mr. McLean brought with him over 170 letters of opposition, with hopes that Town Council will hear the frustration of the residence. The quality of life will be impacted by this. Even though the two town house projects were approved, we have to keep talking. County of Essex Official Plan Section 3.2.8 affordable housing requires the community to achieve minimum affordable housing target of 20% re-development. The town has fallen short of the past 4 years, the Town has just reached 10%, what was the reason for this? Why are other areas of the Town not required to meet the Town's desired mix? Mr. Robert Brown, Manager of Planning Services replied that this type of development is twofold, the developers have to uptake doing it and the government has to be forth coming with money. There is no ability to force this on the developer. It is all government support driven, and development uptake. We are losing Kingsville residence because they have to sell their homes and then having to leave the town because they can't afford to buy here. Housing target for new development from this point forward have to make a better effort to insist on meeting these targets.

Mr. McLean referred to a map Infill projects, Prince Albert and Fern Ave are targeted. The map is for servicing, and potential Infill.

Mr. McLean Read a Quote from the Official Plan "Maintaining the existing pattern of single units or restricting development to the single tier pattern is contrary to the goals of the Provincial Policy, internal roads off of Prince Albert Street will insure that rear lands are allowed to develop in an acceptable way".

What is the plan for future infill? Mr. Brown replied that there is no infill plan, it all depends on developers and property owners that come forward with their applications on individual lots.

Significant Valley Land. A portion of the wooded area at the rear of the property was partially cleared of smaller trees and ground cover. Nothing but wood chips are left.

What actions are underway to address the degree of damage to this Significant Valley Land and who determines the level of penalty to be applied? What actions are underway now?

Mr. Brown replied MNRF/ERCA determines the level of penalty. Any property that currently has a Natural Heritage feature upon it, and looking to develop is required to undertake an Environmental Impact Assessment if they take action prior to the completion of the assessment they can eliminate any ability to get clearance on that piece of land / clearance will not be granted. This is in ERCA & MNRF hands now regarding the actions that have been done.

Bonnie Baldwin 151 Prince Albert St N. Prepared a written presentation and read it to the audience. Full comment is attached to the file for public record.

Ed Cornies, 110 Prince Albert St N; Mr. Cornies is a retired professional Town Planner. Mr. Cornies submitted two pieces of correspondence. Attached to the file for public record.

Phil Carawana, 225 Prince Albert St N. Spoke to the personal benefits he has found in the affordable housing at 225 Prince Albert St N. He feels that what Mr. Branco is doing is very honorable. He first hand knows that the residents in 225 Prince Albert St N take pride in their home.

Greg Mc Cready, 174 Prince Albert St. Lived on Prince Albert all his life. Traffic flow is a concern. Between the new development in Bernath Gardens, and the developments at the North end of Prince Albert St N traffic has escalated. There are no sidewalks on Palmer, more traffic will only make the neighborhood less safe for pedestrians and children. Conklin Orchard Development (west of Prince Albert) will add to traffic issues in the future. Bernath Gardens subdivisions signage reads "Townhouse Development", now we understand that it is not going to be townhouses. Why are you not looking at putting the affordable housing into this subdivision, before it is developed? Mr. Brown replied that the style of housing has nothing to do with affordability. You can have affordable town houses, semi's or singles. Bernath Gardens never included Townhouses, and is not zoned for Townhouses. Affordable rental townhouse units similar to what is currently at 215 and 225 Prince Albert St N is what this property is proposing.

Stacie Murtagh, 182 Prince Albert St N. Family has been on the street for 80 plus years. He is surrounded by the proposed new developments, he will have lights coming out of the driveway into his home, he is also going to be affected by the Bernath development and Conklin development to the rear of his property. He feels that the neighborhood has been through enough change.

Sherry Lowrie, 47 Cameron Dr. Mrs. Lowrie feels like she has been lied to. The wooded area was cleaned after 5pm one night, when she spoke to the man in her back yard that evening she was told that he would be building a few homes on the property. She never imagined it would be 27 homes. Snakes, rabbits, squirrels, birds etc. will lose their home and eventually be in residential back yards because they have nowhere else to live.

Ron Bailey, 189 Prince Albert St N. Raised his family in his home and wants to retire there. He has never wanted to move from his family home but if this goes through he is definitely selling.

Sandra Smith, 319 Heritage Road. Resident of Kingsville, do we want to remain a town, or do we want to become a city? Traffic is just increasing everywhere. We can barely handle the traffic we have now. Maybe we should take a step back with all this development.

Juan and Carmen Lund-Calderon, 29 Ivy Lane Does not see the relevance of this development in this neighborhood. Don't destroy park land.

Terry Wilkins, 170 Prince Albert, lived there for 30 years. Large deep property on a dead end street. In the past 30 years the wildlife has decreased significantly. Deer, turkey, ducks, etc. Now we have commercial trucks, farm equipment, speeding cars, etc. are going up and down the road. Police presence was promised, and it is not happening. Property value will decrease significantly if this development is approved.

Leon Barlow, 197 Prince Albert St N. Regarding the natural habitat at the back of the proposed development. If this development is approved it will have a significant negative impact on the wild life from lights, noise, etc. Please consider the natural habitat when making your decision and not approve this development.

A resident at 225 Prince Albert St N Noted that every development, every house on this street has had an impact on wildlife. It had to start somewhere.

Denise Bove – 225 Prince Albert St N - 33 year resident. Single mother. Was able to retire because of the affordable housing that was available at 225 Prince Albert St N.

Walter Branco, Noah Homes spoke to the audience and Committee. Regarding the Janzen property, last three homes built on Price Albert St. N. Walter built two of the three homes. He is very familiar with the area and neighborhood. The property owners approached Noah Homes, to see if they could help develop the property. Mr. Branco is just investigating options and opportunities of what could be done with the property. Noah Homes has not been on site as of yet. Mr. Branco knows what kind of a lengthy process it is to get all the environmental, traffic studies and approvals, etc. So he wanted to start with this meeting to get public feedback. What is the answer, how can everyone win? He is passionate about providing housing for everyone in the community.

Nancy Barlow 197 Prince Albert St N. She cannot afford \$2000 rent / month nor can she afford \$400,000.00 for a new home. She does not feel that Noah Homes affordable housing is affordable at all.

Shawn Stephens, 135 Prince Albert St N. New to the neighborhood of 3 years. We have a developer willing to do this. Which is honorable. A lot of miss information, a lot of different stories. There should be more thought into what the official plan is, hold all developers responsible for doing their own part.

Jeff Godin, 82 Prince Albert - Asked Mr. Branco to clarify who thinks that \$2000/mth is affordable. Mr. Branco replied that he was referring to a high rise in Leamington that does currently rent units for \$2000/mth.

Nelson Pedro, 119 Prince Albert St. N. Noah Homes built his house, told him that his house value would continue to increase because of the beautiful street, and neighborhood. The affordable housing will definitely decrease his house value. He asked why Mr. Branco doesn't build this development in one of his other lands that he owns, off of Jasperson, or in Ruthven.

Committee Member Mr. Gord Queen, potential of future scenarios with the 13 other deep lots we have remaining on Price Albert St N. ERCA does have protection policies, also fences were installed in the Cedar Beach area and Arner Townline, but have now been removed. Long range, better plan as to where the sites are developed. Medium density is not supported in this area.

Committee Member Murray McLeod, has an issue with using deep lots to satisfy affordable housing, it is not sound planning. Motion to not endorse the proposed rezoning.

Chairperson, T. Neufeld confirmed there were no other comments from the applicant or the audience.

#### **PAC – 06 – 2017**

Moved by, Murray McLeod seconded by Gord Queen that the Planning Advisory Committee not endorses support of the proposed rezoning to Council at this time.

**CARRIED**

#### **E. BUSINESS / INFORMATION**

#### **F. ADJOURNMENT**

#### **PAC – 07 – 2017**

Moved by Gord Queen seconded by Shannon Olson, that there being no further items of discussion, the meeting adjourn at 10:17 p.m.

**CARRIED**

*VICE CHAIR, Murray McLeod*  
\_\_\_\_\_  
CHAIRPERSON, Councillor Thomas Neufeld

*Kristina Brcic*  
\_\_\_\_\_  
RECORDING SECRETARY, Kristina Brcic

**To the Town of Kingsville Mayor and Council**

**Re: Ed Cornies -- Comments on the Proposed Mettawas Park Pavilion**

I attended the Council meeting on August 17 where the alternative designs for the proposed pavilion/banquet hall at the new Mettawas Park were presented and share the concerns raised by others about the apparent lack of a justification for the facility. I also have several concerns and comments about the overall design of the park which are set out below.

I am happy to see that the Town has decided to not go ahead with the rehabilitation of the King's Landing building. The proposed rehabilitation would have been a costly mistake resulting in a facility with serious design and operating constraints which would have limited its potential attraction and usefulness.

What exactly is the justification for the new pavilion? Why is it being proposed? Has there been a careful examination of the costs and benefits involved? If it were built, would it not result in unfair and unnecessary competition with existing private sector facilities such as the Golf Club and several of the local wineries that currently offer banquet facilities as well as inhibit the development of additional facilities in the future?

The presentation of the three design alternatives did not include a consideration of parking requirements. There are approximately 100 parking spaces situated adjacent to the Lakeside Pavilion. During many major weekend events at the Pavilion most of these spaces are occupied. A similar number of parking spaces would be necessary if a second (6000 square foot) pavilion/banquet facility is established at Mettawas Park. In addition, it is not unusual for 20 to 30 vehicles to be parked on the Mettawas Park property along Park Street during the early evening hours by customers of the Beach Restaurant. This would result in a potential peak parking demand of up to 130 vehicles and mean that practically all of the area at the top of the hill would have to be reserved for the construction of the pavilion/banqueting facility and a massive paved parking area. Very little, if any, of the park would be visible from the street.

As an aside, I assume the Town is thus far providing the Beach Restaurant with free parking for its customers. Is this not resulting in unfair competition with downtown restaurants?

I have several comments that are shared by other residents that I have spoken with about the design of the small picnic pavilion that was recently constructed in the northwest corner of the park. These are as follows:

- It is located too close to the adjacent townhouses.
- The roofline is too high. This will result in inadequate protection from poor weather conditions. The building is also too small and essentially only offers enough space for one small group activity.
- The pathway to the structure from the parking lot is too circuitous and the area around the structure is over planted.

- There is no pathway exiting the structure and proceeding south into the park.

These are basic design issues that should have been resolved during the conceptual planning stage. Was a professional landscape architect involved in the process leading up to the construction of this structure?

I urge the Town to engage an experienced parks planner/landscape architect to review and help refine the overall Mettawas Park plan. Getting the splash pad, playground area and beachfront at the bottom of the Park right will require expert design assistance. In addition, the Town should consider providing some parking at the bottom of the hill to make the park more accessible for the handicapped, seniors and families with small children. In this regard, I recommend that the Town have a close look at the parking facilities and top quality amenities that have been installed at Seacliffe Park in Leamington.

The Town's two most important defining qualities for both residents and visitors are its downtown and its waterfront. The downtown seems to be doing well and has the potential do even better with the development of a detailed secondary plan. Hopefully this will be included in the upcoming official plan review.

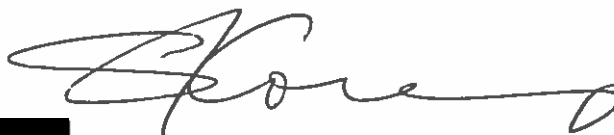
The parkland opportunities afforded by the waterfront should not be overlooked and the mistakes of the past should be avoided at all cost. Lakeside Park is undoubtedly the Town's greatest public open space asset. It would be perfectly complimented by the establishment of a professionally designed Mettawas Park and the implementation of a long term standing policy to purchase all the waterfront properties between the Park and the Dock access road for open space purposes.

The two properties immediately adjacent to the Dock access road have been for sale for well over a year. The Town should act immediately to purchase these properties and use the money allocated for the Mettawas Park pavilion/banqueting facility for this purpose. The remaining properties, most of which are occupied by substandard dwellings, should be purchased over the longer term as they become available for sale.

The long term policy goal should be the establishment of a strip of parkland on the south side of a reconstructed Park Street with limited parking and landscaping, a pathway and some benches overlooking the working harbour. This action would also serve to stimulate and complement future redevelopment projects on the north side of the street.

Respectfully Submitted

Ed Cornies



[Redacted]

[Redacted]



## Essex-Windsor Solid Waste Authority

360 Fairview Ave. West, Suite 211 Essex, ON N8M 3G4

ph: 519-776-6441 f: 519-776-6370

tf: 1-800-563-3377 / tty: 1-877-624-4832

email: [ask@ewswa.org](mailto:ask@ewswa.org) / web: [www.ewswa.org](http://www.ewswa.org)

August 25, 2017

file: LLC RL Facility Tour

- The Members of the Landfill Liaison Committee
- Members of the Board of the EWSWA
- The Mayor and Members of Council of the City of Windsor
- The Warden and Members of County of Essex Council
- Council Members and Administrators for the Municipalities of Windsor, Amherstburg, Essex, Kingsville, Lakeshore, LaSalle, Leamington and Tecumseh
- Residents in the Vicinity of the Essex-Windsor Regional Landfill

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**RE: TOUR OF THE ESSEX-WINDSOR REGIONAL LANDFILL**

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Please be advised that the Essex-Windsor Solid Waste Authority will be conducting a tour of the Essex-Windsor Regional Landfill Site. There will be a bus on site to bring interested parties to various locations around the landfill site with opportunities to disembark and look around weather permitting.

If you wish to attend the details are as follows and an RSVP is required:

**DATE:** Thursday September 21, 2017 (Rain or Shine)

**TIME:** 3:30 p.m.

**ADDRESS:** 7700 County Rd. 18, Essex

**RSVP BY:** Monday, September 11, 2017

**CONTACT:** Kelly Cartier, Executive Secretary

Phone 519-776-6441 x 1229 or email [kcartier@ewswa.org](mailto:kcartier@ewswa.org)

If you require any further information or clarification on any details, please feel free to contact the undersigned.

Regards,

Tom Marentette

Manager of Waste Disposal

[tommarentette@ewswa.org](mailto:tommarentette@ewswa.org)





## The Corporation of the Town of Tecumseh

---

August 18, 2017

**Windsor Essex County Environment Committee**  
**Council Services Department**  
350 City Hall Square, Room 203  
Windsor, Ontario  
N9A 6S1  
Email: [aparent@citywindsor.ca](mailto:aparent@citywindsor.ca)

Via E-mail

**Re: Support for Windsor Essex County Environment Committee Resolution Pertaining to the Ontario Nuclear Emergency Response Plan**

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The Council of the Town of Tecumseh, at its regular meeting held Tuesday, August 8, 2017, gave consideration to correspondence from the County of Essex sent on July 27, 2017, requesting support of the WECEC resolution pertaining to the Ontario Emergency Response Plan.

At their meeting, Tecumseh Council passed the following resolution:

***“THAT** the County of Essex Resolution No. 158-17 and Windsor Essex County Environmental Committee Resolution recommending changes to the Provincial Nuclear Emergency Response Plan be supported.*

*Carried”*

Please consider this letter as confirmation of the Town of Tecumseh’s support of the above matter.

Yours very truly,  
**TOWN OF TECUMSEH**

Laura Moy,  
Dipl.M.M, CMMIII HR Professional  
Director Corporate Services & Clerk  
LM/nm

Encl. WECEC Report and Resolution

Cc: Office of the Premier of Ontario - Queen's Park, Toronto Ontario, M7A 1A1 [kwynne.mpp.co@liberal.ola.org](mailto:kwynne.mpp.co@liberal.ola.org)  
Minister of Community Safety and Correctional Service – 18th Floor, 25 Grosvenor Street, Toronto Ontario M7A 1Y6  
[MCSCS.Feedback@ontario.ca](mailto:MCSCS.Feedback@ontario.ca)  
Minister of Health and Long Term Care - Hepburn Block, 10th Floor, 80 Grosvenor Street, Toronto, Ontario M7A 2C4  
[ehoskins.mpp@liberal.ola.org](mailto:ehoskins.mpp@liberal.ola.org)  
Member of Provincial Parliament Essex – Queen's Park, Room 370, West Wing, Main Legislative Building, Toronto Ontario M7A 1A5  
[tnatyshak-gp@ndp.on.ca](mailto:tnatyshak-gp@ndp.on.ca)  
Member of Provincial Parliament Chatham-Kent Essex – Queen's Park, Room 316, Main Legislative Building, Toronto Ontario M7A 1A8  
[rick.nicholls@pc.ola.org](mailto:rick.nicholls@pc.ola.org)

---

Member of Provincial Parliament Windsor Tecumseh – Queen's Park, Room 363, Main Legislative Building, Toronto Ontario M7A 1A5 [PHatfield-QP@ndp.on.ca](mailto:PHatfield-QP@ndp.on.ca)

Member of Provincial Parliament Windsor West – Queen's Park, Room 170, Main Legislative Building, Toronto Ontario M7A 1A5 [LGretzky-QP@ndp.on.ca](mailto:LGretzky-QP@ndp.on.ca)

Municipal Clerks – Windsor [vcritchley@citywindsor.ca](mailto:vcritchley@citywindsor.ca); Pelee Island [k.digiovanni@pelee.ca](mailto:k.digiovanni@pelee.ca) and Essex County Municipalities (Amherstburg [pparker@amherstburg.ca](mailto:pparker@amherstburg.ca), Essex [rauger@essex.ca](mailto:rauger@essex.ca), Lakeshore [mmasse@lakeshore.ca](mailto:mmasse@lakeshore.ca), LaSalle [bandreat@lasalle.ca](mailto:bandreat@lasalle.ca), Leamington [rorton@leamington.ca](mailto:rorton@leamington.ca), Kingsville [jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca), Dan Metcalfe, County of Essex [dmetcalfe@countyofessex.on.ca](mailto:dmetcalfe@countyofessex.on.ca)



**Environment, Transportation    Public Safety Standing Committee**  
**Meeting Held June 28, 2017**

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**Report No. 96 of the Windsor Essex County Environment Committee - Windsor and Essex County in close proximity to U.S. based Fermi and Davis-Besse Nuclear Stations**

Moved by: Councillor Francis

Seconded by: Councillor Borrelli

Decision Number: **ETPS 509**

THAT Report No. 96 of the Windsor Essex County Environment Committee indicating that:

WHEREAS the Government of Ontario has asked for the public and municipalities to provide recommendations on how it should update the province's Provincial Nuclear Emergency Response Plan (PNERP) before July 15, 2017; and,

WHEREAS Essex County and the City of Windsor are in close proximity to the Michigan-based Fermi nuclear station and Ohio-based Davis-Besse nuclear station; and,

WHEREAS over forty civil society organizations, including the Registered Nurses' Association of Ontario (RNAO) and the Canadian Association of Physicians for the Environment (CAPE), have called on the provincial government to address gaps in current emergency plans by strengthening transparency, protecting vulnerable communities, meeting best practices and protecting drinking water;

THEREFORE BE IT RESOLVED that City of Windsor and County of Essex Council submit the following recommendations to the Government of Ontario to ensure communities living in proximity to the Fermi and the Davis-Besse nuclear stations be accorded the same level of public safety as communities living near the Ontario-based Bruce, Darlington and Pickering nuclear stations.

Recommendations to the Government of Ontario regarding the Provincial Nuclear Emergency Response Plan (PNERP): Include requirements for the pre-distribution and availability of potassium iodide (KI) pills for communities living in proximity to the Fermi and Davis-Besse nuclear stations equivalent to requirements for Ontario-based nuclear stations;

- 1) Recognize public expectations for public safety by ensuring plans are in place to address Fukushima-scale accident;
- 2) Adopt a policy of meeting or exceeding international best practices in nuclear emergency response measures wherever feasible;
- 3)&Require provincial and municipal authorities to regularly identify vulnerable communities within provincial nuclear response zones and prepare emergency measures adapted to the needs of such vulnerable communities;
- 4) Include new requirements for transparency and regular public review, especially with affected communities;
- 5) Ensure awareness campaigns are in place to inform the residents of Southwestern Ontario on how to prepare for a nuclear emergency; and
- 6) Ensure adequate measures are in place to protect drinking water in the event an accident at a Canadian or American-based reactor contaminates the Great Lakes.

And further, that a copy of this resolution BE SENT to:

The municipalities of Essex, Amherstburg, Lakeshore, LaSalle, Leamington, Kingsville, Tecumseh, Windsor, Chatham-Kent;

Windsor Essex County Health Unit

City of Toronto

City of Toronto Office of Emergency Management

Hon. Kathleen Wynne, Premier of Ontario

Minister of Community Safety and Correctional Services

Minister of Health and Long-Term Care

Members of Provincial Parliament

Lisa Gretzky

Percy Hatfield

Taras Natyshak

**BE APPROVED** as presented.

Carried.

Report No.: SCM 117 /2017

Clerk's File No: MB2017

(Administrative Report attached which was previously distributed as part of the Standing Committee Agenda)

**Clerk's Note:** The recommendation of both the Standing Committee and the Advisory Committee are the same.



COMMITTEE MATTERS  
ETPS Standing Committee  
June 28, 2017

Subject: **Report No. 96 of the Windsor Essex County Environment Committee -  
Windsor and Essex County in close proximity to U.S. based Fermi and  
Davis-Besse Nuclear Stations**

**REPORT NO. 96**  
of the  
**WINDSOR-ESSEX COUNTY ENVIRONMENT COMMITTEE (WECEC)**  
of its meeting held  
June 8, 2017  
at 5:30 o'clock p.m.  
Ojibway Nature Centre

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***Members present at the June 8, 2017 meeting:***

Councillor Paul Borrelli, Chair  
Councillor Fred Francis  
Aldo DiCarlo, Mayor, Town of Amherstburg  
Derek Coronado  
Debby Grant  
Mike Nelson  
Joe Passa  
Dr. Edwin Tam  
Radwan Tamr

***Regrets received from:***

Nelson Santos, Mayor, Town of Kingsville

Your Committee submits the following recommendations:

**WHEREAS** the Government of Ontario has asked for the public and municipalities to provide recommendations on how it should update the province's Provincial Nuclear Emergency Response Plan (PNERP) before July 15, 2017; and

**WHEREAS** Essex County and the City of Windsor are in close proximity to the Michigan-based Fermi nuclear station and Ohio-based Davis-Besse nuclear station; and

**WHEREAS** over forty civil society organizations, including the Registered Nurses' Association of Ontario (RNAO) and the Canadian Association of Physicians for the Environment (CAPE), have called on the provincial government to address gaps in current emergency plans by strengthening transparency, protecting vulnerable communities, meeting best practices and protecting drinking water;

**THEREFORE BE IT RESOLVED** that City of Windsor and County of Essex Council submit the following recommendations to the Government of Ontario to ensure communities living in proximity to the Fermi and the Davis-Besse nuclear stations be accorded the same level of public safety as communities living near the Ontario-based Bruce, Darlington and Pickering nuclear stations.

Recommendations to the Government of Ontario regarding the Provincial Nuclear Emergency Response Plan (PNERP): Include requirements for the pre-

distribution and availability of potassium iodide (KI) pills for communities living in proximity to the Fermi and Davis-Besse nuclear stations equivalent to requirements for Ontario-based nuclear stations;

- 1) Recognize public expectations for public safety by ensuring plans are in place to address Fukushima-scale accident;
- 2) Adopt a policy of meeting or exceeding international best practices in nuclear emergency response measures wherever feasible;
- 3) Require provincial and municipal authorities to regularly identify vulnerable communities within provincial nuclear response zones and prepare emergency measures adapted to the needs of such vulnerable communities;
- 4) Include new requirements for transparency and regular public review, especially with affected communities;
- 5) Ensure awareness campaigns are in place to inform the residents of Southwestern Ontario on how to prepare for a nuclear emergency; and
- 6) Ensure adequate measures are in place to protect drinking water in the event an accident at a Canadian or American-based reactor contaminates the Great Lakes.

And further, that a copy of this resolution be sent to:

The municipalities of Essex, Amherstburg, Lakeshore, LaSalle,  
Leamington, Kingsville, Tecumseh, Windsor, Chatham-Kent;  
Windsor Essex County Health Unit  
City of Toronto  
City of Toronto Office of Emergency Management  
Hon. Kathleen Wynne, Premier of Ontario  
Minister of Community Safety and Correctional Services  
Minister of Health and Long-Term Care  
Members of Provincial Parliament  
Lisa Gretzky  
Percy Hatfield  
Taras Natyshak)

**NOTE:** Background information is **attached.**

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CHAIR

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COMMITTEE COORDINATOR

**Report No. 96 of the Windsor Essex County  
Environment Committee**

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<b>NOTIFICATION</b>	<b>CONTACT INFORMATION</b>
WECEC Committee including resource	On file
Mary Brennan, Director of Council Services, Essex	<a href="mailto:mbrennan@countyofessex.on.ca">mbrennan@countyofessex.on.ca</a>
Mary Masse, Town Clerk, Town of Lakeshore	<a href="mailto:mmasse@lakeshore.ca">mmasse@lakeshore.ca</a>
Brenda Andreatta, Clerk, Town of Lasalle	<a href="mailto:bandreat@town.lasalle.on.ca">bandreat@town.lasalle.on.ca</a>
Jennifer Alexander, Deputy Clerk, Town of Kingsville	<a href="mailto:jalexander@kingsville.ca">jalexander@kingsville.ca</a>
Laura Moy, Clerk, Town of Tecumseh	<a href="mailto:lmoy@tecumseh.ca">lmoy@tecumseh.ca</a>
Paula Parker, Town of Amherstburg	<a href="mailto:pparker@amherstburg.ca">pparker@amherstburg.ca</a>
Town of Leamington	111 Erie Street North, Leamington, ON N8H 2Z9
Chatham-Kent	<a href="mailto:ckinfo@chatham-kent.ca">ckinfo@chatham-kent.ca</a>
Windsor Essex County Health Unit	<a href="mailto:pwong@wechu.org">pwong@wechu.org</a>
City of Toronto	<a href="mailto:311@toronto.ca">311@toronto.ca</a>
Honourable Kathleen Wynne, Premier of Ontario	Kathleen Wynne, Premier Legislative Building, Queen's Park Toronto, ON M7A 1A1
Minister of Community Safety Correctional Services	Community Safety & Correctional Services George Drew Building, 18 <sup>th</sup> floor 25 Grosvenor Street, Toronto, ON M7A 1Y6
Minister of Health & Long Term Care	Health & Long Term Care Hepburn Block, 10 <sup>th</sup> floor 80 Grosvenor Street, Toronto, ON M7A 2C4
Lisa Gretzky, MPP Windsor West	<a href="mailto:LGretzky-QP@ndp.on.ca">LGretzky-QP@ndp.on.ca</a>
Percy Hatfield, MPP Windsor Tecumseh	<a href="mailto:PHatfield-QP@ndp.on.ca">PHatfield-QP@ndp.on.ca</a>
Taras Natyshak, MPP Essex	<a href="mailto:TNatyshak-QP@ndp.on.ca">TNatyshak-QP@ndp.on.ca</a>





June 5, 2017

Windsor Essex County Environment Committee  
Council Services Department  
350 City Hall Square Room 203  
Windsor, Ontario  
N9A 6S1

**Re: Advocating for public safety in Windsor and Essex County**

Dear members of the Windsor Essex County Environment Committee,

We write to ask you to urge the province to put in place the world-class emergency response plans residents of Windsor and Essex County expect and deserve when it comes to nuclear safety.

On May 15th the province released a Discussion Paper on updating the province's nuclear emergency response plans post Fukushima. The Province has requested public comment by July 14th

Windsor and Essex County are in close proximity to the American-based Fermi and Davis-Besse nuclear stations and would likely be impacted in the event of a nuclear emergency. That said, we fear Windsor and Essex County may receive less attention on nuclear safety matters from provincial authorities than communities with Ontario-based reactors.

Attached to this letter you'll find policy suggestions on how the Province could strengthen nuclear emergency response measures and the transparency and accountability of provincial emergency planning. *A Call for Public Safety: Addressing Nuclear Risks on the Great Lakes* has been endorsed by over forty organizations, including Registered Nurses Association of Ontario (RNAO), the David Suzuki Foundation and Canadian Association of Physicians for the Environment.

Based on our review of international best practices and lessons from Fukushima, we recommend strengthening the public safety of Ontarians by:

- Upgrading emergency measures to provide for worst-case accidents;
- Strengthening the protections of vulnerable communities in such accidents;

- Protecting drinking water; and
- Ensuring transparency and public participation in planning nuclear emergency measures; and,
- Meeting International best practices as to nuclear emergency planning and preparedness.

I hope the attached policy recommendations can assist and inform municipal advocacy on behalf of public safety in Southwestern Ontario.

Thank you for your attention.

Truly,



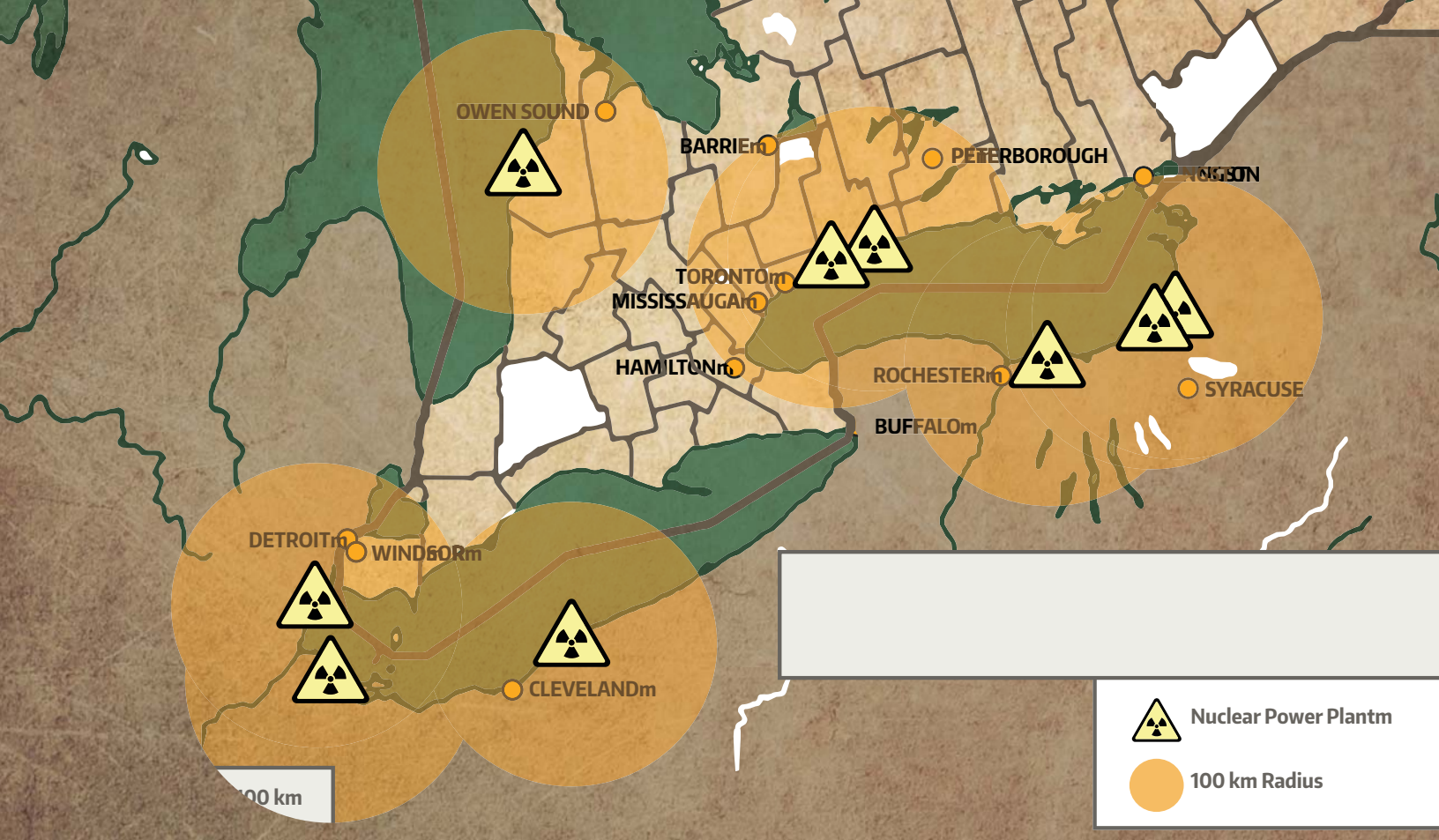
Derek Coronado  
Coordinator  
Citizens Environment  
Alliance of  
Southwestern  
Ontario



Theresa McClenaghan  
Executive Director  
Canadian Environmental  
Law Association



Shawn-Patrick Stensi  
Senior Energy Analyst  
Greenpeace Canada



## MOST PEOPLE IN SOUTHERN ONTARIO LIVE NEAR AN AGING NUCLEAR REACTOR OPERATING ON EITHER THE CANADIAN OR AMERICAN SHORES OF THE GREAT LAKES.

Historically, Ontario has put in place detailed nuclear emergency response plans to address only a relatively small accidental radiation release.

This must change in light of Fukushima.

We call on the provincial government to ensure nuclear emergency response plans are in place to:

- Protect people from Fukushima-scale accidents;
- Protect vulnerable communities;
- Protect drinking water;
- Ensure transparency and public participation;
- Meet or exceed international best practices.

The Ontario government recently committed to run eighteen aging reactors at the Darlington, Bruce and Pickering stations well beyond their original operational lives. Ten of these aging reactors are in the Greater Toronto Area (GTA) – creating risks for millions of nearby residents.

Aging reactors in the United States at the Fermi, Davis-Besse, Perry, Ginna, Fitzpatrick and Nine Mile Point nuclear stations also put Ontarians and our drinking water at risk.

In light of these risks, the Ontario government should protect public safety and prevent needless risks to health and society by making Ontario's nuclear emergency plans the most robust in the world.



## TO PROTECT PEOPLE THE ONTARIO GOVERNMENT SHOULD:

- " Use a Fukushima-scale radioactive release as the baseline "reference accident" for j determining offsite protective measures, such as alerts, evacuation, and potassium iodide j (KI) pre-distribution.<sup>1j</sup>
- " Regularly publish modelling on Fukushima-scale accidents at the Bruce, Pickering, j Darlington nuclear stations to confirm the adequacy of offsite emergency response. j
- " Expand emergency planning areas to align with the impacts of Fukushima, including at least j a 20 km evacuation zone. j
- " Ensure all municipalities within 100 km of a nuclear station, including American reactors, j develop and maintain nuclear emergency response plans. j

## BACKGROUND

- " To create a nuclear emergency plan, the first public safety decision is selecting the **scale** of reactor accident. jThe scale of accident chosen is referred to as the "planning basis" or a j "reference accident." j
- " ntario 's current "planning basis" was effectively established before the 1986 Chernobyl j accident. jIt assumes delayed radioactive releases that are significantly smaller than j Fukushima or Chernobyl.<sup>2j</sup>
- " Following selection of a reference accident, the second public safety decision involves j determining what **protective measures** should be in place. Protective measures protect j people from radiation exposure. jExamples include evacuation or ingesting potassium iodide j (KI), which reduces your thyroid's exposure to radioactive iodine. j
- " ntario 's current emergency measures are geographically limited to areas close to j nuclear stations due to the current small-scale "reference accident". This includes a 10 km j evacuation zone also known as the "Primary Zone" and a "Secondary Zone" j that varies in j size between 50 – 80 km. j
- " ccording to a joint committee of European nuclear regulators and radiation protection j authorities struck following Fukushima: "...an accident comparable to Fukushima would j require protective actions such as evacuation to around 20 km and sheltering to around 100 j km. These actions would be combined with the intake of stable iodine."<sup>3j</sup>

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<sup>1</sup> The Fukushima accident released approximately 520 Peta Becquerels of radioactivity. A Becquerel is equivalent to one nuclear decay per second. The radioactive releases from Fukushima were approximately ten times larger than the highest level (level seven) accident on the International Atomic Energy Agency's (IAEA) International Nuclear Event Scale (INES). t

<sup>2</sup> Following the Three Mile Island accident the province began considering how to prepare for a nuclear emergency. In 1985, the Working Group # 3 report recommended the technical basis and reference accident that still effectively serves as the basis for offsite emergency plans.

<sup>3</sup> Heads of the European Radiological protection Competent Authorities (HERCA) and Western European Nuclear Regulators' Association (WENRA), Ad hoc High-Level Task Force on Emergencies (AtHLET), Position paper, 22 October 2014 t

- "Belgium's Superior Health Council recommended in 2016 that the government adopt a "precautionary approach" to emergency planning and consider large, previously ignored radiation release scenarios.<sup>4</sup> It also recommended that "based on the experience of past accidents, the areas covered by the plan for sheltering, the distribution of stable iodine and evacuation [should] be extended to cover realistic distances."<sup>5</sup>
- "Modelling of a Fukushima-scale radioactive release by the German Commission on Radiological Protection (SSK) recommended expanding evacuation zones around German reactors from 10 to 20 km; preparing radiation monitoring programs out to 100 km to determine in the event of an accident whether additional evacuations, sheltering or KI consumption is required; and, preparations for KI consumption for children and pregnant women living beyond 100 km."<sup>6</sup>
- "Following the Fukushima disaster, Japan's nuclear regulator observed: "A general lesson learned from the Fukushima accident, as well as the accidents at Three Mile Island and Chernobyl, is that there was an implicit assumption that such severe accidents could not happen, and thus sufficient attention had not been paid to preparedness for the accidents by the operators and the regulatory authorities."<sup>7</sup>

<sup>4</sup> Conseil Supérieur de la Santé, Conseil Supérieur de la Santé, Accidents nucléaires, environnement et santé après Fukushima. Planification d'urgence, AVIS DU CONSEIL SUPERIEUR DE LA SANTE N° 9235, février 2016, pgs 88.

<sup>5</sup> Conseil Supérieur de la Santé, 2016, pg 83.

<sup>6</sup> German Commission on Radiological Protection (SSK), Planning areas for emergency response near nuclear power plants, 2014. p

<sup>7</sup> P. Homma et al., "Radiation protection issues on preparedness and response for a severe nuclear accident: experiences of the Fukushima accident," ICRP 2013 Proceedings, pgs 347- 356.





## **TO PROTECT VULNERABLE COMMUNITIES, ONTARIO'S NUCLEAR EMERGENCY PLANS SHOULD:**

- " Identify vulnerable groups, such as people with disabilities, babies, children, pregnant k women, people residing in retirement homes, and hospital patients who may need to be k evacuated in the event of a Fukushima-scale accident. k
- " Require clear plans to assist vulnerable groups before and after evacuation, including k support from health care practitioners. k
- " Acknowledge that operating reactors in densely populated areas like the Greater Toronto k Area (GTA) will complicate emergency response in the event of a major reactor accident and k require detailed plans for large-scale evacuation in the short-term and the accommodation k of large populations in the long-term. k
- " At a minimum, pre-stock potassium iodide (KI) pills in all schools within 100 km of all nuclear k stations in or near Ontario. k

## **BACKGROUND**

- " Deaths in vulnerable communities, particularly the elderly, during evacuations following k the Fukushima disaster have largely been attributed to the lack of pre-planned health care k provision including evacuation logistics.<sup>8k</sup>
- " Belgium's Superior Health Council concluded that siting reactors near densely populated k areas would significantly complicate emergency response, compared to the sparsely k populated area around Fukushima. To address this vulnerability, the Council recommended k that plans be in place for the evacuation and long-term displacement of large populations.<sup>9k</sup>
- " A committee charged with investigating the Fukushima disaster by the kapanese k government concluded: "An accident at a nuclear power station has risks to bring about k damage in vast areas. Nuclear operators on one hand, nuclear regulators on the other, k should establish a systematic activity to identify all risk potentials from the "disaster k victims' standpoint" when designing, constructing and operating such nuclear systems, for k ensuring credible nuclear safety including evacuation."<sup>10k</sup>
- " The German Commission on Radiological Protection recommended in 2014 that authorities k have in place "concrete plans" to provide k I pills to "children and young people up to the age k of 18 and to pregnant women" over the entire territory of Germany.<sup>11k</sup>
- " Belgium's Superior Health Council also recommended having plans in place to distribute k I k pills to vulnerable communities, including children as well as pregnant and breastfeeding k women up to 100 km from any nuclear station. It also recommended that the effectiveness k of large-scale distribution strategies should be regularly and carefully evaluated.<sup>12k</sup>

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<sup>8</sup> A. Hasegawa et al., "Emergency Responses and Health Consequences after the Fukushima Accident; Evacuation and Relocation," *Clinical Oncology*, 28 (2016) 237

Conseil Supérieur de la Santé, 2016, pg 85.

<sup>10</sup> International Investigation Committee on the Accident at Fukushima Nuclear, July 23, 2012, pg 490. Power 9 Stations of Tokyo Electric Power Company, July 23, 2012 9

<sup>11</sup> German Commission on Radiological Protection (SSK), 2014, pg 21. 9

<sup>12</sup> Conseil Supérieur de la Santé, 2016, pg 69.



### **TO PROTECT DRINKING WATER, ONTARIO'S NUCLEAR EMERGENCY PLANS SHOULD:**

- LI Provide alternative sources of drinking water for residents whose drinking water is sourced from any of the Great Lakes on which a nuclear power plant is located.
- LI Ensure alternative drinking water sources are identified, and that logistical plans to supply the impacted population with these alternative sources are in place to last indefinitely.
- LI Model and publish Fukushima-scale accidents at nuclear stations on the Canadian and American sides of the Great Lakes to assess impacts on drinking water supplies and aquatic ecosystems.

|

### **BACKGROUND**

- LI The Fukushima accident caused significant – and ongoing – radioactive emissions to the Pacific Ocean, contaminating aquatic ecosystems and food supplies.
- LI The Great Lakes provide drinking water for approximately 40 million Canadians and Americans.
- LI There are ten reactors at the Pickering and Darlington nuclear stations operating on the Canadian side of Lake Ontario.
- LI There are eight reactors operating on the Canadian side of Lake Huron at the Bruce nuclear station.
- LI There are three reactors operating at the Fermi, Davis-Besse and Perry nuclear stations on the US side of Lake Erie.
- LI There are four reactors operating on the US side of Lake Ontario at the Fitzpatrick, Nine Mile Point and Ginna nuclear stations.
- LI Belgium's Superior Health Council recommended the government pay special attention to the circulation of radioactivity in water following a major accident, noting the short term risk to drinking water and the long-term risk of contamination of agriculture and the environment.<sup>131</sup>

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<sup>13</sup> Conseil Supérieur de la Santé, 2016, pg 86.



## **TO PREVENT COMPLACENCY AND ENABLE PUBLIC PARTICIPATION, THE ONTARIO GOVERNMENT SHOULD:**

- " Apply the government's Open Government policy to nuclear emergency planning and I require detailed government information on nuclear emergency planning be available by I default, including accident modelling. I
- " Require regular five-year reviews and detailed consultations with the public and affected I communities as to continuous improvement of both the planning basis and emergency I response measures. I

## **BACKGROUND**

- " Premier Kathleen Wynne has stated her government's goal is to become "the most open and I transparent government in Canada." I
- " There are currently no legal requirements for the Ontario government to regularly review I and consult communities on the adequacy and acceptability of offsite nuclear I emergency planning. I
- " International Commission on Radiological Protection (ICRP) recommends: "During planning, I it is essential that the plan is discussed, to the extent practicable, with relevant stakehold-I ers, including other authorities, responders, the public, etc. Otherwise, it wil be difficult to I implement the plan effectively during the response."<sup>14</sup> I
- " In its recommendation that "vulnerability analysis" be the basis of nuclear emergency I planning, Belgium's Superior Health Council noted that such an analysis requires the KI participation of all affected stakeholders, including citizens."<sup>15</sup> KI
- " The Japanese government's investigation into the Fukushima disaster found that people I responsible for and involved in responding to the accident were unfamiliar with protective I measures and that emergency plans had not been recently updated and were incomplete."<sup>16</sup> I
- " In November 2015 Durham Region, the host community for the Pickering and Darlington I nuclear stations, passed a motion asking the government of Ontario to "provide all non-I confidential data and studies used in considering changes to Ontario's off-site nuclear I emergency plans."<sup>17</sup> I

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<sup>14</sup> Commission on Radiological Protection, Publication 109: Applic' tion of the Commission's Recommendations for ' the Protection of People in Emergency Exposure Situations, Approved by the Commission in October 2008. '

<sup>15</sup> Conseil Supérieur de la Santé, 2016, pg. 17.

<sup>16</sup> The National Diet of Japan, The Official Report of the Fukushima Nuclear Accident Independent Investigation Commission, Executive Summary, 2012. '

<sup>17</sup> Durham Regional Council – Minutes, November 4, 2015, pg. 29.





**TO ENSURE ONTARIANS A LEVEL OF PUBLIC SAFETY ON PAR WITH OTHER JURISDICTIONS AND REFLECTING THE EXTREMELY HIGH POPULATION DENSITY IN THE VICINITY OF 10 OF THE OPERATING REACTORS IN THE GREATER TORONTO AREA, THE GOVERNMENT SHOULD:**

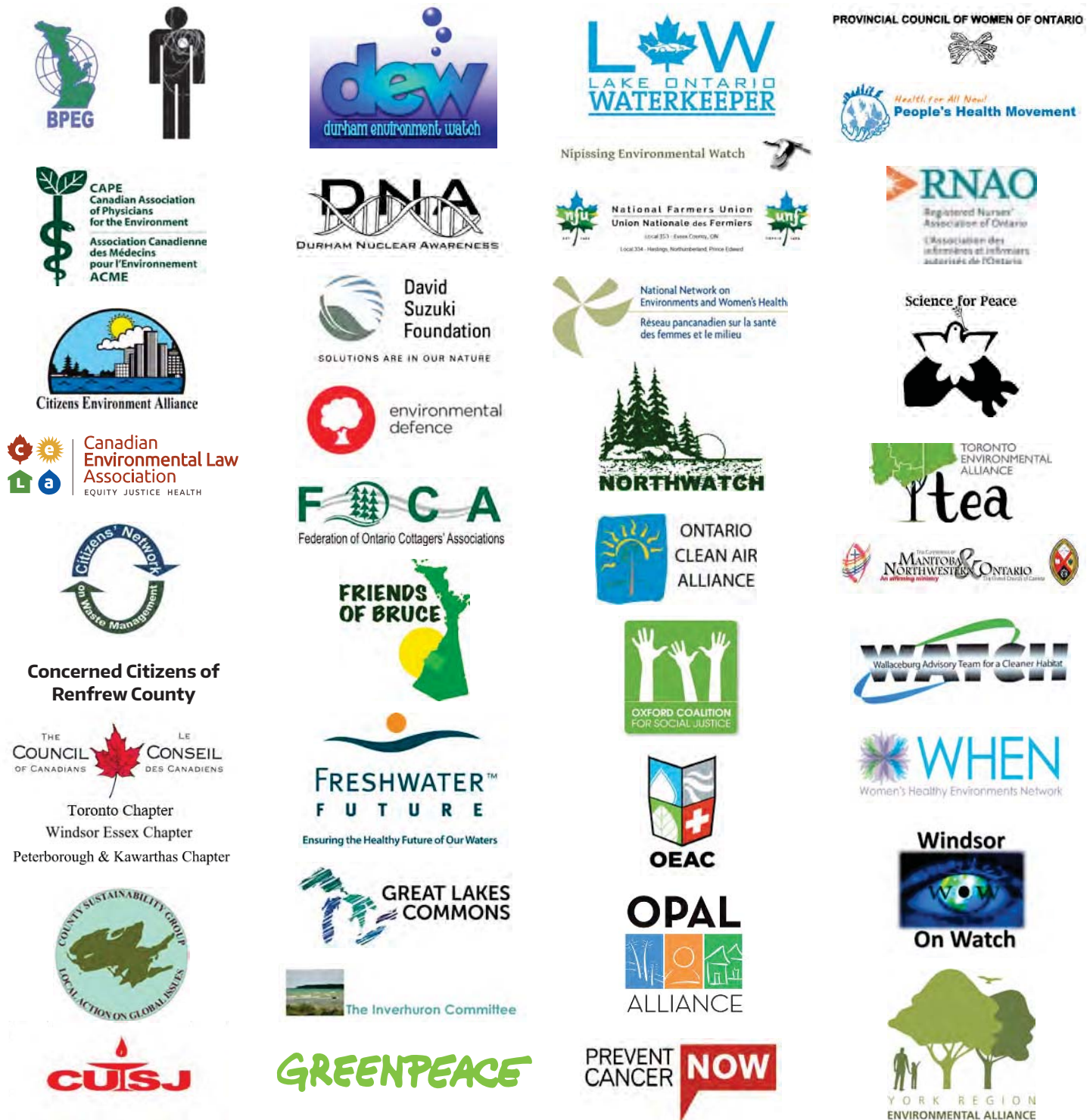
- " Require nuclear emergency response measures meet or exceed international best practices. p
- " Regularly review and publicly report on international developments and best practices in p offsite nuclear emergency planning as well as on plans to adjust and improve Ontario's plan p to meet or exceed the best practices in other OECD jurisdictions. p

**BACKGROUND**

- " sing international best practices as a decision-making principle will drive Ontario policy p toward excellence and prioritizes public safety. p
- " Reporting on international best practices will enable public scrutiny and debate by providing p Ontarians with tangible examples of how Ontario's emergency protective measures compare p to other jurisdictions. p
- " Establishing emergency protective measures using a best-practice approach is a means of p addressing the inherent uncertainties in nuclear risks and building trust with the public. p
- " Regularly reporting on international best practices will discourage complacency among p government agencies responsible for nuclear emergency response. p
- " International Atomic Energy Agency safety guidance is in many respects a "lowest common p denominator"<sup>18</sup> standard. p uch standards should only be considered as a safety baseline. p

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<sup>18</sup> J. D. Harvie, Review of Licensing Approach Proposed for the Advanced CANDU Reactor, Commissioned by the Canadian Nuclear Safety Commission (RSP-0184C), September 2004, pg 4. u





## The Corporation of the Town of Tecumseh

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August 24, 2017

Rick Nicholls, MPP Chatham-Kent-Essex  
Queen's Park  
Room 316 Main Legislative Building  
Toronto, Ontario M7A 1A8  
Email: [rick.nicholls@pc.ola.org](mailto:rick.nicholls@pc.ola.org)

Via E-mail

### **Re: Bill 94 Proposed Amendments to Highway Traffic Act and Pilot Project**

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The Council of the Town of Tecumseh, at its regular meeting held Tuesday, July 11, 2017, considered the Highway Traffic Act proposed amendments under Bill 94.

At their meeting, Tecumseh Council passed the following resolution:

***“THAT** the Council of the Town of Tecumseh support Bill 94 An Act to amend the Highway Traffic Act with respect to evidence obtained from school bus camera systems;*

***AND THAT** the Province be encouraged to mandate school bus cameras on all school buses;*

***AND FURTHER THAT** a copy of this resolution be sent to the Premiere of Ontario, Minister of Transportation, area MPPs, Leader of the Opposition Party, Leader of the Third Party, AMO, County of Essex, area municipalities, and Chatham-Kent.*

*Carried”*

Please consider this letter as confirmation of the Town of Tecumseh's support of the above matter.

Yours very truly,  
**TOWN OF TECUMSEH**

Laura Moy,  
Dipl.M.M, CMMIII HR Professional  
Director Corporate Services & Clerk  
LM/nm

Cc: Office of the Premier of Ontario - Queen's Park, Toronto Ontario, M7A 1A1 [kwynne.mpp.co@liberal.ola.org](mailto:kwynne.mpp.co@liberal.ola.org)  
Parliament of Ontario – Leader of the Official Opposition – Progressive Conservative Party, Patrick Brown, Room 381, Main Legislative Building, Queen's Park, Toronto Ontario, M7A 1A8 [patrick.brown@pc.ola.org](mailto:patrick.brown@pc.ola.org)  
Parliament of Ontario - Leader of the New Democratic Party – Andrea Horwath, Room 115, Main Legislative Building, Queen's Park, Toronto Ontario, M7A 1A5 [ahorwath-qp@ndp.on.ca](mailto:ahorwath-qp@ndp.on.ca)  
Member of Parliament Windsor-Tecumseh - 733 Tecumseh Rd. East, Suite 2, Windsor Ontario N8R 1A5  
[Cheryl.Hardcastle@parl.gc.ca](mailto:Cheryl.Hardcastle@parl.gc.ca)  
Member of Parliament Windsor West - 1398 Ouellette Avenue, Suite 2, Windsor, Ontario, N8X 1J8 [brian.masse@parl.gc.ca](mailto:brian.masse@parl.gc.ca)

Member of Parliament Essex - 316 Talbot Street North, Unit 6, Essex, ON N8M 2E [tracey.ramsey@parl.gc.ca](mailto:tracey.ramsey@parl.gc.ca)  
Member of Provincial Parliament Windsor Tecumseh – Queen's Park, Room 363, Main Legislative Building, Toronto Ontario M7A 1A5 [PHatfield-QP@ndp.on.ca](mailto:PHatfield-QP@ndp.on.ca)  
Member of Provincial Parliament Essex – Queen's Park, Room 370, West Wing, Main Legislative Building, Toronto Ontario M7A 1A5 [tnatyshak-gp@ndp.on.ca](mailto:tnatyshak-gp@ndp.on.ca)  
Member of Provincial Parliament Windsor West – Queen's Park, Room 170, Main Legislative Building, Toronto Ontario M7A 1A5 [LGretzky-QP@ndp.on.ca](mailto:LGretzky-QP@ndp.on.ca)  
Association of Municipalities of Ontario, 200 University Ave., Suite 801, Toronto, Ontario M5H 3C6 [amo@amo.on.ca](mailto:amo@amo.on.ca)  
Dan Metcalfe, County of Essex [dmetcalfe@countyofessex.on.ca](mailto:dmetcalfe@countyofessex.on.ca)  
Municipal Clerks - Windsor [vcritchley@citywindsor.ca](mailto:vcritchley@citywindsor.ca); Essex County Municipalities (Amherstburg [pparker@amherstburg.ca](mailto:pparker@amherstburg.ca) ,  
Essex [rauger@essex.ca](mailto:rauger@essex.ca) , Lakeshore [mmasse@lakeshore.ca](mailto:mmasse@lakeshore.ca) , LaSalle [bandreat@lasalle.ca](mailto:bandreat@lasalle.ca) , Leamington  
[bpercy@leamington.ca](mailto:bpercy@leamington.ca) Kingsville [jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca))



**Via Email**

August 24, 2017

Kathleen Wynne, Premier  
Legislative Building, Queen's Park  
Toronto ON M7A 1A1

**Re: Ontario's Wildlife Damage Compensation Program**

Dear Premier Wynne,

At its meeting on August 9, 2017 the Council of the Township of Oro-Medonte adopted the following motion pertaining to the Ontario Ministry of Agriculture, Food and Rural Affairs, Ontario's Wildlife Damage Compensation Program:

"Be it resolved

1. That the Ontario's Wildlife Damage Compensation Program Guide from the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) and presented by Councillor Jerney be received.
2. And Whereas Council of the Township of Oro-Medonte recognizes that The Ontario Wildlife Damage Compensation Program (OWDCP) provides compensation to eligible producers whose livestock and/or poultry have been injured or killed as a result of wildlife predation or whose bee colonies, beehives and/or beehive-related equipment has been damaged as a result of wildlife predation.
3. And Whereas livestock producers are passionate about caring for their animals, creating a sustainable environment for future generations and providing high-quality livestock to represent the industry.
4. And Whereas the Municipal Investigators are appointed by the Municipality to conduct a thorough investigation ensuring that all relevant evidence is documented.
5. Now therefore be it resolved that the Township of Oro-Medonte respectfully requests that the Province:
  - a) expand the OWDCP to include evidence of partial carcass' to allow eligible producers to process legitimate claims; and



b) rely more heavily on the opinions of the Municipal Investigator, as they are experienced, familiar and knowledgeable with the Municipality's producers, as they continue to process genuine and valid applications.

6. And That correspondence be forwarded, under the Mayor's signature, to the Premier, the Ministry of Agriculture, Food and Rural Affairs, the Ontario Sheep Marketing Agency, the Beef Farmers of Ontario and Ontario municipalities requesting their support."

We respectfully request your consideration and support of Council's resolution of this matter and thank you in advance for your time.

Sincerely,



Mayor Harry Hughes  
/so

Cc: Hon. Jeff Leal, Minister of Agriculture, Food and Rural Affairs  
Jennifer MacTavish, General Manager, Ontario Sheep Marketing Agency  
Beef Farmers of Ontario  
Ontario Municipalities  
Township of Oro-Medonte Council





May 25, 2017

Mayor Nelson Santos & Council  
The Town of Kingsville  
2021 Division Rd. North  
Kingsville, ON  
N9Y 2Y9


Mayor Santos and Council,

On behalf of the cast and crew of 'OLIVER!' and the Migration Hall Board of Directors, we would like to extend a very sincere thank you for your continued support of arts in our community. Without the generous sponsorship, productions such as 'OLIVER!' would be next to impossible.

This year we took to the stage with over 50 people in the cast, in addition to the many many volunteer hours from backstage and building to front of house and concessions. Migration Hall is extremely proud to call itself a true community theatre as our membership includes many Kingsville residents and extends far beyond our borders in Windsor and Chatham-Kent. We are also very proud of the community partnerships forged along the way beginning with Music Express Show Band and Chorus and including students from KDHS and Cardinal Carter. We can't thank you enough for supporting us with a grant to help make partnering with Music Express a reality. They are as true a community organization as Migration Hall and truly compliment each other in our mission statements and governing values. We hope to make Music Express a permanent fixture for our annual musical.

In the end, 'OLIVER!' was indeed a success and we thank you for assisting in making it so!

Best regards,

  
Stephanie Allen Santos  
Migration Hall

The Cast and Crew of 'OLIVER'  
and  
The Migration Hall Board of Directors

phone 519-733-6200 • fax 519-733-2224  
170 Main Street East, Kingsville, Ontario N9Y 1A6  
mailing address... P.O. Box 42, Kingsville, Ontario N9Y 2E8  
email... [stephanie@migrationhall.com](mailto:stephanie@migrationhall.com) • [www.migrationhall.com](http://www.migrationhall.com)

## Sandy Kitchen

---

**From:** Sandy Kitchen  
**Sent:** Thursday, August 31, 2017 1:12 PM  
**To:** Sandy Kitchen  
**Subject:** FW: Airport Privatization

---

**From:** Massimo Bergamini [<mailto:admin=airlinecouncil.ca@mail45.sea31.mcsv.net>] **On Behalf Of** Massimo Bergamini  
**Sent:** August-31-17 11:30 AM  
**To:** Peggy Van Mierlo-West <[pvmwest@kingsville.ca](mailto:pvmwest@kingsville.ca)>  
**Subject:** Airport Privatization

[View this email in your browser](#)



**NACC**  
National Airlines  
Council of Canada



**CNLA**  
Conseil national des lignes  
aériennes du Canada

**To: Mayor and Council**  
**Re: AIRPORT PRIVATIZATION**

I'm writing to bring to your attention an issue that potentially affects the health and prosperity of all of Canada's cities and communities: airport privatization.

As you may know, the federal government is currently considering the for-profit-privatization of Canada's airports.

Other countries that have privatized airports have found that it often leads to higher fees and reduced services for travellers and airlines. This can damage tourism, business travel, and the local economy. Most of all, it makes it more difficult and expensive to maintain essential connections with the rest of the country and the world.



We hope that, with your support and that of your council, we can mobilize municipal and community leaders across Canada to oppose this plan.

To be clear, our current airport governance model is not without problems, and these must be addressed to make our passenger aviation system more competitive and improve the traveller experience. But as long as for-profit airport privatization remains on the table, it will delay effective action needed to solve these problems.

A number of municipal councils across the country have already adopted resolutions opposing for-profit airport privatization, among them Montreal, Toronto, Vancouver and the Capital Regional District of Victoria.

We urge you and your council to join them in adopting a resolution opposing the for-profit privatization of airports and calling on the federal government to focus on modernizing the current system to lower costs for travelers and enhance the competitiveness of Canada's air transport industry.

I have attached for your information a [template resolution](#) that your council may want to adapt, a [template letter](#) to your local Member of Parliament, as well as a backgrounder on [airport privatization](#) and one on [Canada's airline industry](#).

We believe that successfully stopping this misguided initiative will require a groundswell of opposition. We hope that you will join us in urging the Government of Canada to abandon this plan and focus on the real issues that damage the competitiveness of passenger air transportation in Canada.

If you have any questions, or would like to discuss this further, please do not hesitate to contact me directly at: [mbergamini@airlinecouncil.ca](mailto:mbergamini@airlinecouncil.ca).

Yours truly,

**Massimo Bergamini**  
**President and CEO**  
**National Airlines Council of Canada**

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You're receiving this as an officer of a municipal government in Canada.

**Our mailing address is:**  
National Airlines Council of Canada  
600-116 Lisgar St.  
Ottawa, On K2P 0C2  
Canada

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You can [update your preferences](#) or [unsubscribe from this list](#).

## **Template Resolution on Airport Privatization**

**Whereas** in a country as vast and sparsely populated as Canada, safe and efficient air transportation is essential to connecting families and communities and to continued economic prosperity;

**Whereas** Canada's airports are vital assets that contribute to the quality of life and economic growth in the cities, communities and regions they serve;

**Whereas** media reports indicate that the Government of Canada is actively considering selling Canada's airports to for-profit entities to achieve a one-time financial windfall;

**Whereas** the international experience in airport privatization has often resulted in higher fees and reduced services for travellers and airlines as a result of efforts to maximize return on investment;

**Whereas** such outcomes would negatively affect communities of all sizes across Canada by making air travel more expensive and reducing service;

**Whereas** the last decade has seen a massive increase in the number of Canadians using air travel to connect with loved ones, enjoy well deserved vacations and explore the country, or help create jobs;

**Whereas** any increase in fees on air travel resulting from the privatization of airports would constitute an unfair tax on Canada's middle class;

**Whereas** divestiture of airports to local not-for-profit authorities in 1994, led to massive user-financed investments in airport infrastructure which have given Canada an enviable network of world class airports;

**Whereas** the physical infrastructure of airports has been modernized, the governance system under which they operate has not kept up with the times and is now in urgent need of repair;

**Whereas** that situation would only be exacerbated in a privatized for-profit system;

**Be it resolved that** the *municipality of Anytown* calls on the Government of Canada to renounce its push for the for-profit privatization of Canada's airports and clear the way for needed improvements to the current airport governance and financing system; and

**Be it further resolved that** the *municipality of Anytown* urge the Federation of Canadian Municipalities (FCM) bring this matter forward for emergency debate at the next meeting of its National Board of Directors.

## Template letter to Member of Parliament

Dear \_\_\_\_\_:

### Re: NO AIRPORT PRIVATIZATION

I am writing to express our concern about the federal government's continued pursuit of the for-profit privatization of Canada's airports.

Airports and the airlines that serve them and their communities are essential elements of the social and economic infrastructure of our community and region, as they are across the country. Air transportation provides a vital link that connects families and communities and promotes economic growth. It is not a luxury to be treated as a cash cow by governments.

Keeping this plan in play delays much-needed effective action on other issues, such as the burden federal rents and fees place on airlines and air travellers. These are what stand in the way of a more competitive and economical air transportation system for Canada.

We urge you to raise this issue in the House and in your caucus to make it clear to the Government of Canada that our community opposes for-profit airport privatization. The attached motion, recently passed by our council, calls on the federal government to abandon its consideration of for-profit airport privatization and clear the way for the modernization of airport governance.

We will work with the Federation of Canadian Municipalities (FCM) to alert other municipal governments to the damage that for-profit airport privatization can do to their communities, regions and local economies.

We hope that we can count on your support on this issue. Canadian municipalities have a big stake in the success of their airports and of Canada's airlines. There are many things the federal government can do to make our air transportation system more competitive, but selling off these valuable public assets for a quick cash infusion isn't one of them.

Yours truly,

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## **AIRPORT FOR-PROFIT PRIVATIZATION: A CHECKERED TRACK RECORD**

Airport privatization is not a new idea. Public-private partnerships, and private, for-profit ownership have been introduced for the construction, financing, management and operation of many airports around the world. However, the overall track record of airport for-profit privatization is checkered at best. There are justified grounds for caution, even skepticism, before launching such an initiative in Canada.

### **Experience shows dangers**

A major fault-line is that for-profit airports shift their focus away from service to communities and travelers, to concentrate instead on maximizing profits, cutting costs and delivering earnings to shareholders. Global experience has shown this often has negative consequences, such as higher prices and reduced service levels.

### **Underinvesting in infrastructure and services**

Some private entities taking over airports have failed to invest sufficiently in maintaining and upgrading airport infrastructure. In Sydney, Australia, for example, the country's competition watchdog found that the privatized airport increased profits by running down the quality of its services, and showed low responsiveness when public concerns were raised.

### **Overinvesting in the wrong areas**

Other privatization experience shows over-investment or “gold-plating” investments in areas that prove costly or unnecessary. In Mumbai, India, the privatized airport undertook construction of a second terminal, for which cost over-runs were passed on to users, without previous consultation.

### **Dual or hybrid revenue streams that undermine some airport services**

Some profit-driven airports have sought to maximize revenues and cut costs by separating out their revenues into different streams, known as “dual or hybrid till” systems. These allow them to identify and cut costs and services in activities that produce lower revenues, such as

aeronautical services, while building up those, such as commercial airport concessions, that produce more.

Australian airports now collect far more aeronautical revenue per passenger than a decade ago: Brisbane Airport collects 66 percent more in real terms since 2006-07; Perth, 43 percent; and Melbourne, 31 per cent. Sydney's is up just 16 percent, but its revenue-per-passenger is the country's highest at \$17.27.

Price increases by these airports over the decade have resulted in an additional \$1.6 billion assessed to airlines and travellers. In cases such as these, where revenue-per-passenger rises markedly, travelers wind up paying higher prices for flight tickets, parking, airport hotel bills, and pre-flight meals, among others.

### **Higher borrowing costs**

Analysis shows that lenders are likely to price the financial risk of for-profit airports at higher levels than that of public ones, resulting in interest rate hikes for them. Private ownership of airports means that some cash flows will be diverted from airport operations and reinvestment, to instead pay dividends to shareholders and, possibly, income tax. These pressures, as well as regulations imposed on private owners, results in their showing a weaker credit profile than do public airports which are unconstrained by the need to deliver earnings.

### ***The bottom line: risky and not needed in Canada***

Governments have most often sought a private-sector role in running airports where the state lacks either financial resources or the required technical or management expertise to run airports. This is not the case in Canada, where following divestiture to not-for-profit local airport authorities in 1994, massive user-funded investments have resulted in airport infrastructure that has been ranked among the best in the world.

Our airport governance model, however, does need updating. This should include third-party regulatory oversight of airport spending and fees, and a reduction or elimination of the rents airports pay to the federal government, which takes millions of dollars out of the air transportation system with no benefit to passengers or the system. Keeping for-profit privatization on the table will delay these need changes.

## **Airlines that lift Canada's economy burdened by taxes and fees**

*A powerful economic engine and job creator, Canada's air transportation sector faces increasingly stiff headwinds in the form of security surcharges, fuel taxes, and airport rent. Air travel is not a luxury or a privilege. If government truly wants to make air travel more affordable, efficient and competitive, it can stop adding costs and siphoning money out of the system.*

Canada's air transportation sector employs some 141,000 Canadians and contributes about \$35 billion to our country's GDP. Our four major airlines—Air Canada, WestJet, Air Transat and Jazz—fly more than 71 million passengers a year and employ more than 50,000 people.

These member airlines of the National Airlines Council of Canada (NACC) purchase goods and services in Canada worth \$18 billion, creating another 268,000 jobs. They are a vital connector and driver for our tourism industry, which generates more than \$65 billion a year. Airlines also move imports and exports worth more than \$110 billion, making them essential players in our trade-dependent economy.

But this economic engine is laboring under the growing burden of taxation and fees. As recommended in the review of the *Canadian Transportation Act*, fixing air transportation's broken cost structure—including distortions caused by airport rent and related charges, security surcharges and fuel taxes—is the best way to reduce costs for travellers and improve the industry's international competitiveness.

Canada was ranked 124<sup>th</sup> out of 141 countries when it came to ticket taxes and airport charges in the World Economic Forum's 2015 Tourism Competitiveness Report. Statistics Canada reports that Canadian airfares are at their lowest level in six years, but taxes and fees continue to rise without being reinvested in the air transportation system.

Just in airport rent, the federal government has taken more than \$5 billion out of the air transportation sector since 1994. It's expected to collect an additional \$12 billion in the next 40 years. These charges contribute nothing to the safety and efficiency of the air transportation system. Canadian airlines also pay jet-fuel excise taxes that are more than triple those in the United States. These revenues are not re-invested in air transportation but are rolled into the federal government's general revenue.

Air travel is not a luxury and shouldn't be taxed as one. Air travel in Canada has increased by more than 38 percent since 2006. In a country as vast and sparsely populated as ours, this should come as no surprise. What is surprising is that governments continue to view air transportation as source of revenue instead of an economic engine and an essential link connecting people and communities.

Canadian airlines have managed to bring base fares to their lowest level in six years. Adjusted for inflation, domestic base fares dropped almost 20 percent between 2008 and 2015. By contrast, airport fees, government taxes and third-party charges are at historic highs.

It's time our governments stopped treating air transportation as a cash cow and started viewing it as the essential economic driver it is.



# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 84-2017

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*Being a By-law to exempt certain lands  
from Part Lot Control  
(Bernath Gardens Subdivision – Plan 12M-605)*

**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-605, 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 38 – 44 (inclusive), on Plan 12M-605, locally known as 250, 254, 258, 262, 266, 270 & 274 Serena 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 September 11, 2022.

**READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 11<sup>th</sup> day of September, 2017.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 91 - 2017

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***Being a By-law authorizing the entering into of a  
Transfer Payment Agreement with Her Majesty the Queen in Right  
of Ontario as represented by the Minister of Infrastructure for the  
Clean Water and Wastewater Fund (CWWF) (Ontario)  
(Infrastructure Ontario File No. Kingsv-Tn 37008)***

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

**WHEREAS** The Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Clean Water and Wastewater Fund (CWWF) (Ontario) (File No. Kingsv-Tn 37008).

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

1. **THAT** the Town enters into and executes with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the Clean Water and Wastewater Fund (CWWF) (Ontario) a Transfer Payment Agreement attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Transfer Payment Agreement attached as Schedule “A”.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

**READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 11<sup>th</sup> day of September, 2017.**

---

**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**

# THE CORPORATION OF THE TOWN OF KINGSVILLE

## BY-LAW 94 - 2017

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***Being a By-law to confirm the proceedings of the  
Council of The Corporation of the Town of Kingsville at its  
September 11, 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 September 11, 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 11<sup>th</sup> day of September, 2017.**

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**MAYOR, Nelson Santos**

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**CLERK, Jennifer Astrologo**